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JAA

BK 6790 PG 661 - 665 (5) DOC# 30076423
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Fee: \$26.00 Tax: \$4,220.00
Orange County, North Carolina
MARK CHILTON, Register of Deeds by JESSICA HAGER

Excise Tax: \$ 4,220.00

Parcel Identifier No. 9799589748. Verified by _____ County on the ____ day of _____, 2022, by _____

Prepared by:

Truist Bank
Attn: Lease Administration
101 N. Cherry Street, Suite 710
Winston-Salem, NC 27101

Return to:

Lemonade MM Chapel Hill LLC
c/o Madison Marquette
1000 Maine Ave. SW, Suite 300
Washington, DC 20024
Attention: Legal & Risk Management Department

Brief Description for the index:

1775 Dobbins Dr.

SPECIAL WARRANTY DEED

THIS DEED made this 22nd day of July, 2022, by and between:

GRANTOR

GRANTEE

Truist Bank
a North Carolina banking corporation
101 N. Cherry Street, Suite 710,
Winston-Salem, NC 27101

LEMONADE MM CHAPEL HILL LLC,
a Delaware limited liability company
1000 Maine Ave. SW, Suite 300
Washington, DC 20024

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

submitted electronically by "Tuggle Duggins P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Orange County Register of Deeds.

4860-5586-9212 v.1 062758/00181

The property herein conveyed is not a personal residence of Grantor.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all those certain lots or parcels of land situated in Orange County, North Carolina and more particularly described on Exhibit A attached hereto (the "**Property**").

The Property hereinabove described was acquired by Grantor, successor by merger to SunTrust Bank, by instrument recorded in Book RB6277, Page 24 of the Orange County Register of Deeds.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

PROVIDED THAT the Property is conveyed subject to the following condition, covenant, restriction and agreement, which shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee:

For a period of two (2) years after the date of this Deed, the Property shall not be sold or leased to any of the following parties or their affiliates, successors or assigns: Wells Fargo, Bank of America, JP Morgan Chase, PNC, Regions, Pinnacle, First Horizon, TD Bank, Fifth Third, Citi, TowneBank, and Synovus, and for a period of six (6) months after the date of this Deed, the Property shall not be used for Financial Services Purposes (except by the Grantor) nor shall there be any signage, advertising or publication on the Property that relates to Financial Services Purposes (except by the Grantor). "**Financial Services Purposes**" shall be deemed to include any of the following: receiving deposits, making loans and mortgages generally to the public, payment processing, money transfer services, engaging in the sale of securities, wealth management, trust services, stock or mortgage brokerage, or insurance products and services (whether commercial or personal and including bonds and other instruments of suretyship or security and related products and services), all whether done by a state bank, national bank, savings and loan association, credit union, financial institution, brokerage firm, insurance company, wealth advisor, or other entity, and specifically including through the use of an automated teller machine or similar device; provided, however, this restriction shall be inapplicable to (1) a company which directly issues or provides insurance (whether commercial or personal), bonds, or other instruments of suretyship or security and related products and services to the public, and (2) any real estate brokerage or title insurance company that only incidentally provides any of the above services.

By the Grantee's acceptance of this Deed, the Grantee acknowledges and agrees that a breach of the foregoing condition shall cause the Grantor irreparable harm and the Grantor shall have the right, in addition to all other rights and remedies available to the Grantor as a result of such breach, to obtain injunctive or other relief for the enforcement thereof. The Grantee further agrees that the Grantee shall reimburse the Grantor upon demand for all reasonable attorneys' fees and other costs incurred by the Grantor in connection with the enforcement of the foregoing condition;

And Grantor covenants with Grantee, that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the Property hereinabove described is subject to applicable laws including zoning, building ordinances and land use regulations, all easements, restrictions, covenants, agreements, conditions or other matters of record that lawfully affect the same or any part thereof, all encroachments and other matters that may be revealed by a survey or inspection thereof, and the lien of real estate taxes,

taxes imposed by special assessment and water, sewer, vault, public space and other public charges for
the current year and subsequent years.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

TRUIST BANK, a North Carolina banking corporation

By: *Nathaniel*
Name: Nathaniel Pesenti
Title: Vice President

STATE OF *South Carolina*
CITY/COUNTY OF *York*

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Nathaniel Pesenti, as Vice President of Truist Bank, a North Carolina banking corporation, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this *22* day of *July*, 2022.

Matthew Boone
Notary Public

My Commission Expires: *March 13 2029*

Printed Name: *Matthew Boone*

MATTHEW BOONE
Notary Public - State of South Carolina
My Commission Expires March 13, 2029

EXHIBIT A**Description of the Property**

Lying and being situate in Orange County, North Carolina, and being more particularly described as follows:

BEGINNING at a stake in the Southeast corner of Garrard and the northern margin of the 260 foot right-of-way of U.S. Highway 15-501; running thence with the eastern margin of Garrard North $18^{\circ} 45' 10''$ West 169.98 feet to an iron stake, the Southwest corner of Tract No. 1; thence with the Southern margin of Tract No. 1, North $70^{\circ} 14' 36''$ East 258.53 feet to a point in Couch Street; thence South $18^{\circ} 02' 47''$ East 154.77 feet to a point in the northern margin of the 260 foot right-of-way of U.S. Highway 15-501; thence with said line South $66^{\circ} 51' 19''$ West 132.23 feet in a stake; thence South $66^{\circ} 50' 01''$ West 125.09 feet to the point and place of **BEGINNING**, and being known as Tract Nos. 2 and 3 of the Property of Jon S. Harder, dated May 21, 1980, as shown on vesting deed recorded in Book 328, Page 536 of the Orange County Register of Deed and shown as the Central Carolina Bank & Trust Company property on Plat Book 36, Page 20 of the Orange County Register of Deeds, save and except Tracts 2 and 3 as shown of plat of 'Property required for Widening Sage Road & US 15-501 R/W' recorded in Plat Book 36, Page 20 of the Orange County Registry of Deeds.

Also described as follows:

BEING ALL OF THAT CERTAIN REAL PROPERTY LOCATED IN THE TOWN OF CHAPEL HILL, ORANGE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR SET, LOCATED ON THE NORTHWESTERN RIGHT-OF-WAY OF DOBBINS DRIVE AT THE COMMON CORNER OF PROPERTY OWNED NOW OR FORMERLY BY PLANNED PARENTHOOD OF ORANGE & DURHAM COUNTIES INC. (DEED BOOK 1454, PAGE 355), ALSO BEING LOCATED N $66^{\circ} 49' 06''$ E 150 FEET FROM A 1" OPEN TOP PIPE FOUND, THENCE RUNNING WITH THE COMMON LINE OF SAID PLANNED PARENTHOOD OF ORANGE & DURHAM COUNTIES INC., N $18^{\circ} 52' 06''$ W 169.88 FEET TO A 1" OPEN TOP PIPE FOUND AT THE COMMON CORNER OF PROPERTY OWNED NOW OR FORMERLY BY HOWELL PROPERTIES OF CHAPEL HILL LLC (DEED BOOK 4385, PAGE 499), THENCE RUNNING WITH THE COMMON LINE OF SAID HOWELL PROPERTIES, N $70^{\circ} 13' 51''$ E 243.70 FEET TO A 3/4" OPEN TOP PIPE FOUND ON THE WESTERN RIGHT-OF-WAY OF SAGE ROAD, THENCE RUNNING WITH THE RIGHT-OF-WAY OF SAGE ROAD, S $18^{\circ} 02' 47''$ E 57 FEET TO A 1/2" REBAR FOUND, THENCE S $32^{\circ} 30' 41''$ W 174.09 FEET TO A 1/2" REBAR FOUND THE NORTHWESTERN RIGHT-OF-WAY OF DOBBINS DRIVE, THENCE RUNNING WITH THE RIGHT-OF-WAY OF DOBBINS DRIVE S $66^{\circ} 49' 06''$ W 107.14 FEET TO A 1/2" REBAR SET, THE POINT OF BEGINNING, CONTAINING 0.753 ACRES OR 32,827 SQUARE FEET, MORE OR LESS, ACCORDING TO A PLAT ENTITLED 'ALTA/ACSM LAND TITLE SURVEY PREPARED FOR NATIONAL RETAIL PROPERTIES, INC., 1775 DOBBINS DRIVE, CHAPEL HILL, NC (SUNTRUST)', DATED MAY 25, 2013, PREPARED BY R. SCOTT BARRETT, PLS, NC REGISTRATION NO. L-4513, BEARING JOB NO. 13-04-143-250102.