

For Registration Sharon A. Davis  
Register of Deeds  
Durham County, NC  
Electronically Recorded  
2016 Jul 26 03:26 PM NC Rev Stamp: \$ 14600.00  
Book: 7983 Page: 703 Fee: \$ 26.00  
Instrument Number: 2016025012  
DEED

Excise Tax \$ 14,600

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_,  
2016 by \_\_\_\_\_

Mail after recording to: 224 North Hoover Road, LP  
c/o Meridian Development Group  
3450 Buschwood Park Drive, Suite 165  
Tampa, FL 33618  
Attn: \_\_\_\_\_

This instrument was prepared by: Briggs and Morgan, P.A. (JAD)  
2200 IDS Center  
Minneapolis, MN 55402

Brief Description for the index

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**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS DEED made as of July 26, 2016, by and between

**GRANTOR**  
WPT Hoover Road, LP,  
a Delaware limited partnership  
4350 Baker Road, Suite 400  
Minnetonka, MN 55343

**GRANTEE**  
224 North Hoover Road, LP,  
a Delaware limited partnership  
3450 Buschwood Park Drive, Suite 165  
Tampa, FL 33618

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.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Durham County, North Carolina and more particularly described as follows:

**See Exhibit A attached hereto.**

The property hereinabove described was acquired by Grantor by instruments recorded in **Book 5358, Page 582.**

A map showing the above described property is recorded in **Map Book 144, Page 167.**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and 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 the following exceptions:

**Those Permitted Exceptions listed on Exhibit B attached hereto.**

THE PROPERTY HEREIN CONVEYED DOES NOT INCLUDE THE PRIMARY RESIDENCE OF GRANTOR.

**[remainder of page intentionally left blank; signature page follows]**

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

WPT HOOVER ROAD LP,  
a Delaware limited partnership

By: WPT Hoover Road GP, LLC, a Delaware limited liability company, Its General Partner

By: [Signature]  
Name: Scott T. Frederiksen  
Title: Chief Executive Officer

SEAL-STAMP

MINNESOTA, Hennepin County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Scott T. Frederiksen the CEO of WPT Hoover Road GP, LLC, a Delaware limited liability company, in its capacity as general partner of WPT Hoover Road, LP, a Delaware limited partnership personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his/her act and deed and as the act and deed of the partnership. Witness my hand and official stamp or seal, this 25<sup>th</sup> day of July, 2016.

My commission expires: [Signature]  
Notary Public 1-31-17



The foregoing Certificate(s) of \_\_\_\_\_

\_\_\_\_\_ is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

\_\_\_\_\_ REGISTER OF DEEDS FOR MECKLENBURG COUNTY

By \_\_\_\_\_  
Deputy/Assistant-Register of Deeds.

**EXHIBIT A**

**Legal Description**

Property located in City and County of Durham, North Carolina, legally described as follows:

Being all of Lot 2 (approximately 16.12 acres) as shown on that certain plat of survey entitled "Recombination, Final Plat for North Hoover Warehouse Associates," by McCarthy-Love & Associates, dated October 11, 1999, and recorded in Plat Book 144, Page 167, Durham County Registry.

Together with the easement right of the Declaration of Drainage Easement and Spur Railroad Track Easement recorded in Book 2774, Page 479, Durham County Registry.

Together with the easement rights of the land described in Deed from Seaboard Coast Line Railroad Company to Sears, Roebuck and Company recorded in Book 428, Page 371, Durham County Registry.

**EXHIBIT B****Permitted Encumbrances**

1. Taxes and assessments for the year 2016 and subsequent years, not yet due and payable.
2. Easements, setback lines and any other matters shown on plat recorded in Plat Book 144, Page 167 and Plat Book 105, Page 87, Durham County Registry.
3. Easement(s) in favor of Duke Power as recorded in Book 177, Page 139; Book 405, Page 487 and Book 425, Page 472, Durham County Registry.
4. Terms and conditions including agreement to avoid damage or interference with drainage or flow of water which impacts the use and development of the adjoining property, and grant of rights to direct flow of water from the adjoining property onto ditch running along east side of Hoover Road, as appears in Deed from Seaboard Coast Line Railroad Company to Sears, Roebuck and Company recorded in Book 428, Page 371, Durham County Registry.
5. Storm sewers along the right of way of SR 1838 and beneath the parking area and warehouse at the northeast end of the subject property as shown on plat recorded in Plat Book 105, Page 87, Durham County Registry.
6. Unrecorded License Agreement between Southern Railway Company and Sears, Roebuck and Company effective March 23, 1973, for installation and maintenance, in accordance with the terms of the license agreement, a 6" sewer pipeline across the railroad right of way, shown as an exception on Deed to C & T Leasing, L.L.C. recorded in Book 2774, Page 490, Durham County Registry.
7. Unrecorded License Agreement between Seaboard Coastline Railroad Company and Sears, Roebuck and Company, dated December 27, 1972, effective March 1, 1973, for installation and maintenance, in accordance with the terms of the license agreement, a 6" water main across the railroad right of way, shown as an exception on Deed to C & T Leasing, L.L.C. recorded in Book 2774, Page 490, Durham County Registry.
8. Unrecorded License Agreement between Seaboard Coastline Railroad Company and Sears, Roebuck and Company, dated and effective February 27, 1975, for installation and maintenance, in accordance with the terms of the license agreement, two (2) 4" sanitary sewer mains across the railroad right of way, shown as an exception on Deed to C & T Leasing, L.L.C. recorded in Book 2774, Page 490, Durham County Registry.
9. Unrecorded Agreement dated May 11, 1973, amended by Supplemental Agreement dated April 28, 1975, between Seaboard Coastline Railroad Company and Sears, Roebuck and Company, for establishing a side track shown upon map recorded in Book of Maps 105, Page 87, and shown as an exception on Deed to C & T Leasing, L.L.C. recorded in Book 2774, Page 490, Durham County Registry.

10. Rights of the railroad company servicing the railroad siding located on insured premises in and to the ties, rails and other properties constituting said railroad siding and/or in and to the use thereof and also rights of others thereto entitled in and to the use thereof.
11. This Policy only insures the easement rights set forth in and is subject to the terms and conditions of the Declaration of Drainage Easement and Spur Railroad Track Easement recorded in Book 2774, Page 479, Durham County Registry, described as part of the Insured land.
12. Matters as shown on the survey dated June 22, 2016, by Jimmy F. Cain, Professional Land Surveyor.
13. Rights of West Logistics, LLC, as tenant only, under unrecorded Industrial Lease Agreement dated September 19, 2006 (as amended) and Amended and Restated Industrial Lease dated June 30, 2016.