

FOR REGISTRATION  
Sharon A. Davis  
REGISTER OF DEEDS  
Durham County, NC  
2017 Nov 08 09:53:58 AM  
BK:8304 PG:857-862  
DEED

FEE: \$26.00  
INSTRUMENT # 2017039412  
EXCISE TAX: \$34,000.00



**NORTH CAROLINA SPECIAL WARRANTY DEED**  
**(DOUBLETREE SUITES – RALEIGH-DURHAM)**

Excise Tax: \$ 34,000

Recording Time, Book and Page: \_\_\_\_\_


Parcel Identifier No. 154330 and 154338

Mail after recording to Grantee

This instrument was prepared by: Pircher, Nichols & Meeks LLP and reviewed for North Carolina compliance by Michael T. Cecka of Alston & Bird LLP.

Brief description for the Index: 2515 Meridian Parkway, Durham, North Carolina 27713

THIS DEED made as of November 7, 2017, by and between:

GRANTOR	GRANTEE
<p>DURHAM FALCON HOTEL, LLC, a Delaware limited liability company</p> <p>whose mailing address is:</p> <p>360 North Crescent Drive, South Building Beverly Hills, California 90210</p>	<p>MERIDIAN HOSPITALITY HOLDINGS, LLC, a North Carolina limited liability company</p> <p>whose mailing address is:</p> <p>605 Lincoln Road, Suite 320 Miami Beach, Florida 33139</p> 

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 and incorporated herein by this reference.

The property hereinabove described (the "**Property**") was acquired by Grantor by instrument recorded in Book 6988, Page 801, of the Durham County Public Registry.

The property herein conveyed does NOT include the primary residence of Grantor.

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 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, other than the Permitted Exceptions (as such term is defined below).

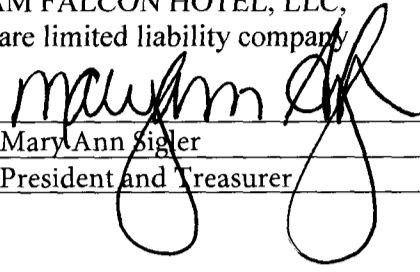
This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject only to (i) taxes or assessments for the year 2018, and subsequent years, not yet due or payable and (ii) all easements, covenants, conditions, restrictions, and other encumbrances now of record as set forth on **Exhibit B** (the items set forth in clauses (i) and (ii) above are hereinafter referred to collectively as the "**Permitted Exceptions**").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has signed this instrument on the day and year first above written.

**GRANTOR:**

DURHAM FALCON HOTEL, LLC,  
a Delaware limited liability company

By:   
Name: Mary Ann Sigler  
Title: President and Treasurer

12097868

*Special Warranty Deed  
DoubleTree Suites Raleigh-Durham*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On November 1, 2017, before me, Karen Berry, Notary Public, personally appeared MARY ANN SIGLER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Karen Berry  
Karen Berry, Notary Public

[Seal]

EXHIBIT A**DESCRIPTION OF THE PROPERTY**

Being located in the County of Durham, State of North Carolina, and more particularly described as follows:

**TRACT 1:**

BEING Lot 2A of Meridian Business Campus, containing 7.094 acres, more or less, as shown on plat by Philip Post and Associates, recorded in Plat Book 111, Page 127 in the Durham County Registry, and being further described as follows:

BEGINNING at an existing iron pipe located on the southern right-of-way line of Meridian Parkway, said existing iron pipe being located S 86° 47' 36" W. 147.60 feet from the intersection of Meridian Parkway and Meridian Parkway; thence with said southern right-of-way of Meridian Parkway S 68° 16' 54" E. 74.94 feet to a computed point; thence with a curve to the left having a radius of 849.09 feet an arc distance of 481.63 feet and a chord distance of 475.20 feet bearing S 84° 31' 54"E. to a computed point; thence N 79° 13' 07" E. 140.02 feet to an existing iron rod.

Thence leaving said southern right-of-way of Meridian Parkway and running with CMB Properties, Inc., S 38° 03' 17" W. 304.90 feet to an existing iron rod; thence S 17° 45' 00" W. 143.59 feet to an existing iron rod; thence S 15° 45' 31" W. 243.26 feet to an existing iron rod; thence N 76° 59' 07" W. 228.10 feet to an existing iron rod, said iron rod being the point of Beginning for Tract 2 as described below; thence continuing N 76° 59' 07" W. 292.92 feet to a computed point in a private lake and lake easement; thence N 13° 00' 53" E. 554.76 feet to an existing iron pipe on the southern right-of-way of Meridian Parkway, the point and place of beginning.

**TRACT 2:**

BEGINNING at an existing iron rod located as noted in the above description for Tract 1 and running thence S 13° 00' 53"W. 71.00 feet to an existing iron rod; thence N 76° 59' 07" W. 100.00 feet to an existing iron rod; thence N 13° 00' 53" E. 71.00 feet to an existing iron rod; thence S 76° 59' 07" E. 100.00 feet to the point and place of Beginning and containing 0.162 acres (7,100 square feet) more or less.

**EASEMENTS:**

TOGETHER with the easements, including but not limited to the Jogging Easement, Lake Easement and Street Easements, rights, benefits and privileges appurtenant thereto as set forth and described in the Declaration of Covenants, Conditions, Restrictions and Easements of the Meridian Business Campus recorded in Book 1235, Page 404, as modified by instruments recorded in Book 1420, Page 660 and Book 1420, Page 672, as amended by that First Amendment recorded in Book 2718, Page 948 and Second Amendment recorded in Book 2816, Page 959, modified by that Assignment and Assumption Agreement recorded in Book 2285, Page 810 and modified by those Assignments and Assumptions of Declarant Rights and Appointments of Successor Declarant recorded in Book 5702, Page 15 and Book 6754, page 703, all Durham County Registry.

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EXHIBIT B

**PERMITTED EXCEPTIONS**

1. Taxes or assessments for the year 2018, and subsequent years, not yet due or payable.
2. Covenants, conditions, restrictions, easements, and liens provided for in instrument(s) filed for record in Book 1235, page 404; Book 1420, page 660; Book 1420, page 672; Book 2718, page 948; Book 2816, page 959; Book 2285, page 810; Book 5702, page 15; and Book 6754, page 703) all Durham County Registry.
3. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 111, Page 127; and Plat Book 108, Pages 179-180, Durham County Registry.
4. Easement(s) to City of Durham recorded in Book 1419, page 545, Durham County Registry.
5. Easement(s) and/or right(s) of way to Duke Power Company recorded in Book 270, page 652, and Book 1183, page 480, Durham County Registry.
6. Forty (40') foot Sanitary Sewer Easement granted in Book 925, page 626 and Book 1021, page 606, Durham County Registry.
7. Rights of tenants, as tenants only, with no purchase rights, including without limitation, rights of first refusal or options to purchase under recorded or unrecorded leases executed prior to the date hereof.

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