



20160726000156840 DEED
Bk:RB6162 Pg:150
07/26/2016 02:08:28 PM 1/4

FILED Mark Chilton
Register of Deeds, Orange Co, NC
Recording Fee: \$26.00
NC Real Estate TX: \$35500.00

NAH (circled)

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$35,500.00

Parcel Identification No. 9799-24-2361 *SLB*

Return to: First American Title Insurance Company, 201 S. College St., Suite 1440, Charlotte, NC 28244

This instrument was prepared by: Weatherspoon & Voltz LLP (without benefit of title examination)

Brief description for the Index: Village Plaza Shopping Center, Chapel Hill, NC

790449

THIS DEED is made this 26th day of July, 2016, by and between:

GRANTOR	GRANTEE
TRIANGLE V II, LIMITED PARTNERSHIP, a North Carolina limited partnership	RRPIV VILLAGE PLAZA CHAPEL HILL LLC, a North Carolina limited liability company
404 Hunt Street, Suite 520 Durham, NC 27701	4801 PGA Boulevard Palm Beach Gardens, FL 33418

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 that certain lot or parcel of land situated in the Town of Chapel Hill, Orange County, North Carolina and being described in **Exhibit A** attached hereto and incorporated herein.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1213, Page 155, Orange County Registry.

A map showing the above described property is recorded in Map Book 57, Page 43, Orange County Registry.

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.

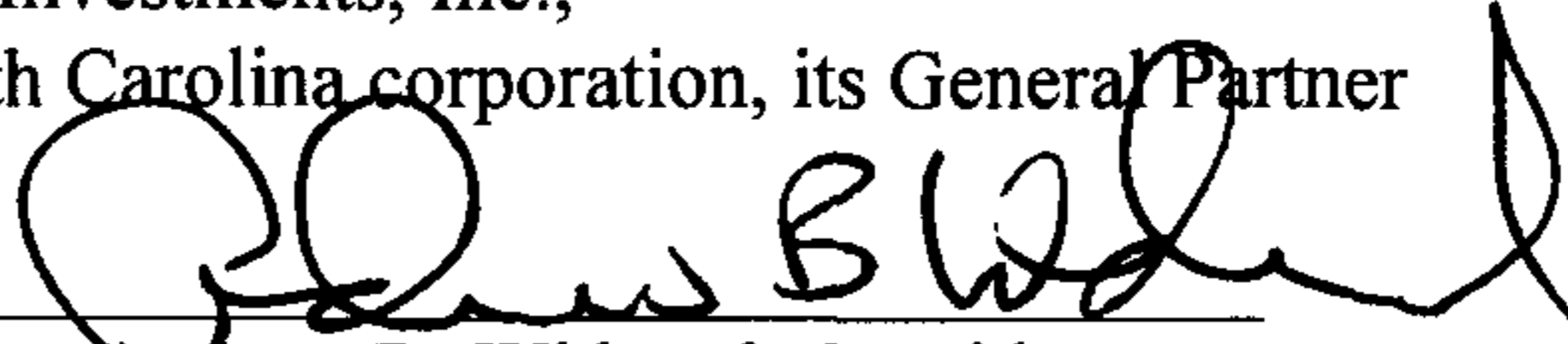
And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than those certain matters of title listed in **Exhibit B** attached hereto and incorporated herein.

All or a portion of the property herein conveyed includes or does not include the primary residence of Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first above written.

Triangle V II, Limited Partnership,
a North Carolina limited partnership

By: Mark Investments, Inc.,
a North Carolina corporation, its General Partner

By: 
Andrew B. Widmark, President

STATE OF NORTH CAROLINA
COUNTY OF Durham

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Andrew B. Widmark.

Date: 07-21, 2016.


Notary Public

Annie M. Haas
Printed Name

My commission expires: 04-14-2021

[Official seal]



EXHIBIT "A"

LEGAL DESCRIPTION

State of North Carolina, County of Orange, Town of Chapel Hill, BEGINNING at an iron pin on the right-of-way line of Elliott Road, and proceeding thence along and with said right-of-way line South 2 deg. 09 min. 00 sec. East 61.58 feet to another iron pin; thence still along and with the right-of-way line of Elliott Road 211.30 feet along a curve (said curve having a radius of 159.11 feet, a delta of 76 deg. 05 min. 26 sec., a chord bearing of South 40 deg. 11 min. 43 sec. East, and a chord length of 196.114 feet) to another iron pin; thence still along and with the right-of-way line of Elliott Road South 78 deg. 14 min. 49 sec. East 285.57 feet to another iron pin; and thence still along and with the right-of-way line of Elliott Road 194.50 feet along a curve (said curve having a radius of 192.73 feet, a delta of 57 deg. 49 min. 23 sec., a chord bearing North 72 deg. 50 min. 53 sec. East, and a chord length of 186.354 feet) to another iron pin on the right-of-way line of Elliott Road; thence still along and with the right-of-way line of Elliott Road North 43 deg. 56 min. 11 sec. East 93.61 feet to another iron pin; thence along and with the right-of-way line of Elliott Road 254.99 feet along a curve (said curve having a radius of 251.89 feet, a delta of 58 deg., a chord bearing of North 72 deg. 56 min. 11 sec. East, a chord length of 244.237 feet) to another iron pin in the right-of-way line of Elliott Road; thence still along and with the right-of-way line of Elliott Road and crossing a creek South 78 deg. 03 min. 49 sec. East 170.50 feet to another iron pin, this being located at the intersection of the right-of-way lines of Elliott Road and of the U.S. 15-501 bypass; thence along and with the right-of-way line of said bypass North 11 deg. 22 min. 51 sec. East 314.48 feet to an iron pin, this being the corner of this property with that of the A. M. Amin property; thence proceeding along and with the line of the A. M. Amin property South 78 deg. 43 min. 35 sec. West 388.70 feet to another iron pin; thence North 09 deg. 58 min. 18 sec. East 84.66 feet to another iron pin, this being a corner with the property of A. M. Amin; thence proceeding North 88 deg. 27 min. 53 sec. West 195.49 feet to another iron pin at the corner of the Eastgate Area Developers and University Land Company property; thence continuing North 88 deg. 27 min. 53 sec. West 54.31 feet to another iron pin; thence proceeding along and with the line of property leased to Eastern Federal Corporation South 66 deg. 57 min. 33 sec. West 540.73 feet to an iron pin at the right-of-way line of Elliott Road, this being the place and point of beginning, and consisting of approximately 7.91 acres, and including also any rights or interest that Triangle V II Limited Partnership has in the land which is subject to the right-of-way of Elliott Road and of U.S. 15-501 bypass, and also including any rights and easements for overflow parking which Triangle V II Limited Partnership has in the adjacent three-acre tract of land leased to Eastern Federal Corporation and also including in this conveyance all structures and improvements now or hereafter located thereon, and as shown on survey dated March 10, 1986, revised April 15, 1986, and May 1, 1990, titled "Boundary Survey for E. & E. Properties, Inc., of VILLAGE PLAZA", Chapel Hill, Orange County, North Carolina, Bob G. Roberts, RLS; and all being the same property shown as Lot 2 on Plat entitled "Village Plaza" dated November 19, 1990 and revised April 14, 1991, recorded in Plat Book 57 at Page 43, Orange County Registry, to which plat reference is hereby made for a more particular description of same.

The subject property has been contaminated with dry-cleaning solvent and Grantee shall be required to comply with that certain Notice of Dry-Cleaning Solvent Remediation dated September 6, 2011 and recorded in Book 5216, Page 358, Orange County Registry.



Exhibit B

1. Taxes or assessments for the year 2016, and subsequent years, not yet due and payable.
2. Temporary Construction Easement Agreement to Village Plaza Apartments, LLC, a North Carolina limited liability company, recorded in Book 5866, Page 189, Orange County Registry.
3. Temporary Construction Easement to Town of Chapel Hill recorded in Book 6153, Page 90, Orange County Registry.
4. Easement to Orange Water and Sewer Authority recorded in Book 6109, Page 470, Orange County Registry.
5. Notice of Dry-Cleaning Solvent Remediation recorded in Book 5216, Page 358, and in Plat Book 109, Page 18, Orange County Registry.
6. Easement to Town of Chapel Hill recorded in Book 4000, Page 256, Orange County Registry.
7. Easement and other facts as shown on plats recorded in Plat Book 18, Page 111 and Highway Maps Book 1, Pages 178 and 191, Orange County Registry.
8. Deed of Easement to Orange Water and Sewer Authority recorded in Book 2581, Page 152, and in Plat Book 90, Page 72, Orange County Registry.
9. Riparian rights of others in and to the Booker Creek affecting the land.
10. Rights of others in and to Elliott Road and U.S. Highway 15-501 Bypass to their full legal widths.
11. Rights of parties in possession as tenants only pursuant to unrecorded lease agreements.
12. Matters as shown on that certain unrecorded survey entitled "Village Plaza South Elliot Road", prepared by Eric M. Manturuk, PLS, dated May 13, 2016.

