

Register of Deeds
Sharon A. Davis
Durham County, NC
05/23/2022 10:23:12AM
BT: OPR B: 9700 P: 910 Pages: 6
DEED - DEED
Fee: \$55,026.00 Excise Tax: \$55000.00
INSTRUMENT #2022021251
April Carrington

SPECIAL WARRANTY DEED

Excise Tax: \$55,000.00
Tax Parcel ID No. 0812-11-55-4796 Verified by Durham County
on the ___ day of _____, 2022 By: _____

Mail/Box to: _____

This instrument was prepared by: Condon Tobin Sladek Thornton Nerenberg PLLC, 8080 Park Lane, Suite 700, Dallas, Texas 75231

Brief description for the Index: _____

THIS DEED, made this the 20th day of May, 2022, by and between

GRANTOR: EREP DURHAM FESTIVAL I, LLC, a Delaware limited liability company whose mailing address is c/o Epic Real Estate Partners, LLC, 515 Congress Ave., Suite 1925, Austin, Texas 78701 (herein referred to collectively as **Grantor**) and

GRANTEE: HVP V EPIC DURHAM LLC, a Delaware limited liability company whose mailing address is c/o Epic Real Estate Partners, LLC, 515 Congress Ave., Suite 1925, Austin, Texas 78701 (herein referred to collectively as **Grantee**).

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the City of Durham, County of Durham, State of North Carolina,

more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book 7918, Page 791, and being reflected on plat(s) recorded in Map/Plat Book 136, page/slide 132.

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

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the Exceptions and Reservations more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

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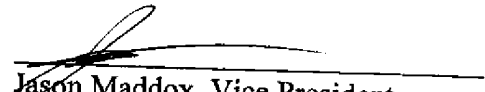
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

EREP DURHAM FESTIVAL I, LLC,
a Delaware limited liability company

By: Epic Real Estate Partners Holdings I, LLC,
a Delaware limited liability company,
its sole member

By: Epic Real Estate Partners I, L.P., and
Epic Real Estate Partners I (Sponsor), L.P.,
each a Delaware limited partnership,
its members

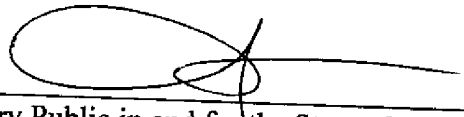
By: Epic Real Estate Partners, LLC,
a Texas limited liability company,
their sole general partner

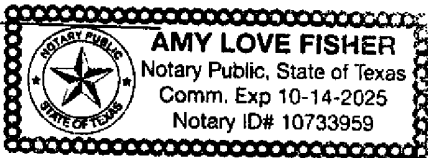
By: 
Jason Maddox, Vice President

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 16 day of May, 2022, by Jason Maddox, as Vice President of Epic Real Estate Partners, LLC, the general partner of Epic Real Estate Partners I, L.P., and Epic Real Estate Partners I (Sponsor), L.P., the members of Epic Real Estate Partners Holdings I, LLC, and the sole member of EREP JACARANDA PLAZA I, LLC on behalf of said companies and limited partnership. He is personally known to me or has produced Tx DL as identification.

My Commission Expires:





Notary Public in and for the State of Texas

Notary's Printed Name: _____

Exhibit "A"

The Property

Being known and designated as Lot 1 as shown on the map entitled "Recombination Survey of the Durham Festival Centre and West Durham Shopping Center" recorded at Plat Book 136 at Page 132 of the Durham County Public Registry.

Exhibit "B"

Exceptions and Reservations

1. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.
2. Any mineral or mineral rights leased, granted or retained by current or prior owners.
3. Covenants, conditions, restrictions, easements and setback lines, if any, as shown on the map or plat of "Recombination Survey of the Durham Festival Centre and West Durham Shopping Center" recorded at Plat Book 136 at Page 132.
4. Terms and conditions of Lease, effective October 3, 2017, by and between EREP Durham Festival I, LLC, a Delaware limited liability company, Lessor, and as evidenced by Memorandum of Lease recorded February 15, 2018 in Book 8365, Page 756.
5. Terms and conditions of Lease, dated April 7, 1993, by and between Simon Konover, A. Abner Rosen, and KR Commercial Associates Limited Partnership, predecessor-in-interest to EREP Durham Festival I, LLC, Landlord, and The Kroger Co., predecessor-in-interest to Harris Teeter, LLC, Tenant.
6. Easements to Carolina Power & Light Company, blanket in nature, recorded, respectively, in Book 253, Page 58; Book 253, Page 59 and Book 261, Page 434.
7. Agreement and Easement Deed to the City of Durham recorded in Book 327, Page 440.
8. Restrictions, easements and rights of others therein, as reserved in instrument recorded in Deed Book 2244, Page 206, including easements for access (blanket in nature), sanitary sewer and storm drainage.
9. Terms and conditions of, and easements contained in, Easement Agreement, recorded in Book 2495, Page 371, Durham County Registry (affects appurtenant easement.)
10. Terms and conditions of, and easements contained in, Operating and Reciprocal Easement Agreement recorded in Book 2015, Page 527; as amended by First Amendment to Operating and Reciprocal Easement Agreement recorded in Book 2058, Page 456; and as further amended by Second Amendment to Operating and Reciprocal Easement Agreement recorded in Book 2244, Page 199.
11. Non-Exclusive Right of Way Agreement recorded in Book 1991, Page 815; as amended by First Amendment to Non-Exclusive Right of Way Agreement recorded in Book 2244, Page 192.
12. Rights of tenants in possession, as tenants only, pursuant to written lease agreements.

13. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
14. All matters shown on the ALTA/NSPS Survey dated January 27, 2022 and last revised ~~MAY 18~~, 2022, prepared by Timothy R. Durr PLS# 5247 on behalf of LMS Surveying of North Carolina, as Job No. B-220108.