

For Registration Sharon A. Davis  
Register of Deeds  
Durham County, NC  
Electronically Recorded  
2018 Apr 27 12:36 PM NC Rev Stamp: \$ 1600.00  
Book: 8410 Page: 950 Fee: \$ 26.00  
Instrument Number: 2018013854  
DEED

Excise Tax: \$1,600.00

Parcel Identifier No. 0800-03-30-5818

Verified by \_\_\_\_\_ County on the \_\_\_\_ day of April, 2018

By: \_\_\_\_\_

This instrument was prepared by: Isabel Worthy Mattox, P. O. Box 946, Raleigh, NC 27602

Brief description for the Index:

+/- .464 acres as described as Parcel 5A on that certain Subdivision Plat recorded in Plat Book 174, Pages 290 and 293, Durham County Public Registry

Return to: Grantee

STATE OF NORTH CAROLINA

**SPECIAL WARRANTY DEED**

COUNTY OF WAKE

THIS SPECIAL WARRANTY DEED is made as of the 27<sup>th</sup> day of April, 2018, by **HARRIS/PATTERSON PLACE, LLC**, a North Carolina limited liability company ("Grantor"), 4725 Piedmont Row Drive, Suite 800, Charlotte, North Carolina 28210, and **RHGC DURHAM 3 LLC**, a North Carolina limited liability company, 223 Highway 70, Suite 100, Garner, North Carolina 27529 ("Grantee"). This Special Warranty Deed shall be binding upon, and shall inure to the benefit of, Grantor, Grantee and their respective heirs, successors and assigns. Accordingly, the designations 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.

The Property (as defined below) does not include the primary residence of Grantor.

WITNESSETH:

That for valuable consideration, Grantor has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee in fee simple, that certain real property situated in Durham County, North Carolina, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property").

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

And the Grantor covenants with the Grantee, that as to the Property, Grantor has done nothing to impair such title to the Property as Grantor received, and Grantor will warrant and defend the title to the Property against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

See exceptions more particularly described on Exhibit B.

Grantor acquired the Property pursuant to that certain deed recorded in Book 5432, Page 99 on November 28, 2006 in the Office of the Register of Deeds of Durham County, North Carolina.

*[ Signature Appears on the Following Page ]*

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year written in the notary block below.

HARRIS/PATTERSON PLACE, LLC, a North Carolina limited liability company

By: Lincoln Harris, LLC, a Delaware limited liability company, its Manager

By: The Harris Group of Carolinas, Inc., a North Carolina corporation, its Operating Managing Member

By: *John W Harris III*  
Name: John W. Harris, III  
Title: President

STATE OF NORTH CAROLINA

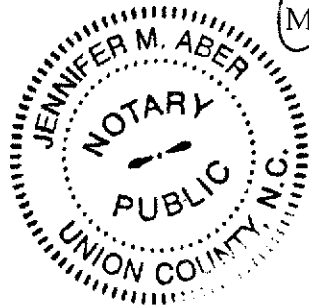
COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day, acknowledging to me that he ~~or she~~ voluntarily signed the foregoing document for the purposes and in the capacity stated therein: John W. Harris, III.

Date: April 26<sup>th</sup>, 2018

*Jennifer M Aber*  
Print Name: JENNIFER M ABER  
My Commission expires: 2/13/2020

(Official Seal)



**EXHIBIT A**

Legal Description of Property

Being all of Lot 5A, containing 0.464 acres, more or less, as shown on Subdivision Plat recorded in Plat Book 174, Pages 290-293 in the Durham County Registry, North Carolina.

**EXHIBIT B**

Title Exceptions

1. Ad valorem taxes for the year 2018 and subsequent years;
2. Covenants, conditions, restrictions, easements, and liens provided for in instrument(s) filed for record in Book 5418, Page 177, Durham County Registry, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
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 53, Page 59; Plat Book 141, Page 84; Plat Book 145, Page 113; Plat Book 153, Page 155; Plat Book 159, Pages 237, 239, 241 and 243; Plat Book 161, Pages 110, 112, 114, 116 and 118; and Plat Book 174, Pages 290-293, Durham County Registry.
4. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the title disclosed by survey entitled "Davita: Patterson Place Shopping Center, Lot 5A" by Stanley Robert Sacks, P.L.S., dated October 23, 2017, last revised November 14, 2017.
5. Water Detention and Pond Easement Agreement recorded in Book 2714, Page 767, Durham County Registry.
6. Easement(s) to Duke Power Company recorded in Book 312, Page 493; Book 312, Page 494; and Book 147, Page 245, Durham County Registry.
7. Easement(s) to Duke Power Company recorded in Book 217, Page 542; Book 218, Page 196; Book 238, Page 69; and Book 253, Page 243, Durham County Registry.
8. Road right-of-way recorded in Book 91, Page 562, Durham County Registry.
9. Stormwater Easement and Maintenance Agreement recorded in Book 5432, Page 107, Durham County Registry.
10. Signage Easement and Maintenance Agreement recorded in Book 5432, Page 133, Durham County Registry.
11. Declaration of Agreements recorded in Book 5432, Page 163, Durham County Registry.
12. Terms and conditions of Reciprocal Easement and Operation Agreement recorded in Book 2759, Page 201, Durham County Registry, as amended by First Amendment to

Reciprocal Easement and Operating Agreement recorded in Book 3800, Page 555, Durham County Registry.

13. Terms and conditions of the Operation and Easement Agreement recorded in Book 4102, Page 314, Durham County Registry. First Amendment to Operation and Easement Agreement recorded in Book 4788, Page 488, Durham County Registry; and Second Amendment to Operation and Easement Agreement, and Grant of Easement as recorded in Book 6089, Page 752, Durham County Registry.