

WAKE COUNTY, NC 138  
CHARLES P. GILLIAM  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
01/16/2018 12:56:00  
STATE OF NC REAL ESTATE  
EXCISE TAX: \$135,600.00  
BOOK:017022 PAGE:00838 - 00846

**Prepared By:**

Pircher, Nichols & Meeks LLP  
1900 N. Michigan Avenue  
Suite 1000  
Chicago, Illinois 60611  
Attention: Real Estate Notices (MJM)

**Return to:**

Seyfarth Shaw LLP  
975 F Street, N.W.  
Washington, D.C. 20004  
Attn: Ronald S. Gart, Esq.

**Excise Tax:** \$ 135,600.00

**PINS:** 0795103418 and 0795210023

**Brief Description for the Index:**

New Area Lot 1, BM 2015, Pages 418-423  
New Lot 1, BM 2015, Pages 424-427

**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS DEED is made this 10<sup>th</sup> day of January, 2018, by and between

**GRANTOR:**

W-GV Greenway Village Holdings VII, L.L.C.,  
a Delaware limited liability company

Attn:  
c/o Walton Street Capital, L.L.C.  
900 North Michigan Avenue  
Suite 1900  
Chicago, Illinois 60611

**GRANTEE:**

MEPT Lake Boone LP,  
a Delaware limited partnership

Attn:  
c/o NewTower Trust Company  
7315 Wisconsin Avenue, Suite 350W  
Bethesda, Maryland 20814  
Attention: President

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 Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land lying and being in Wake County, North Carolina, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 016016, Page 01336, Wake County Registry.

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

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

And Grantor covenants with Grantee, that Grantor has done nothing to title 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 is subject only to the Permitted Exceptions contained in **Exhibit B** attached hereto and incorporated herein by reference.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, Grantor has executed this instrument to be signed in its name this 10<sup>th</sup> day of January, 2018, and delivered as of the date indicated on the first page of this instrument.

**GRANTOR:**

**W-GV GREENWAY VILLAGE HOLDINGS VII, L.L.C.,**  
a Delaware limited liability company

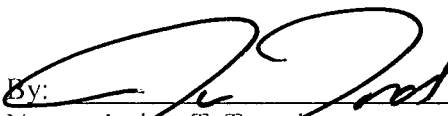
By: W-GV Greenway Village Investors VII, L.L.C.,  
a Delaware limited liability company,  
a Member

By: Walton Acquisition REOC Holdings VII, L.L.C.,  
a Delaware limited liability company,  
its Sole Member

By: Walton Street Real Estate Fund VII-Q, L.P.,  
a Delaware limited partnership,  
its Managing Member

By: Walton Street Managers VII, L.P.,  
a Delaware limited partnership,  
its General Partner

By: WSC Managers VII, Inc.,  
a Delaware corporation,  
its General Partner

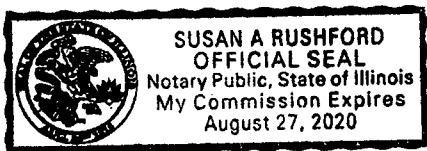
By:   
Name: Joshua T. Troxel  
Title: Vice President

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joshua T. Troxel, as Vice President of WSC Managers VII, Inc., a Delaware corporation, the General Partner of Walton Street Managers VII, L.P., a Delaware limited partnership, the General Partner of Walton Street Real Estate Fund VII-Q, L.P., a Delaware limited partnership, the Managing Member of Walton Acquisition REOC Holdings VII, L.L.C., a Delaware limited liability company, the Sole Member of W-GV Greenway Village Investors VII, L.L.C., a Delaware limited liability company, a Member of **W-GV GREENWAY VILLAGE HOLDINGS VII, L.L.C.**, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as a free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 2<sup>nd</sup> day of January, 2018.



Susan A. Rushford  
 Print Name: Susan A Rushford  
 Notary Public

Commission Expiration: 8/27/2020

(Seal)

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Sojourn Lake Boone, 1731 Tupelo Hill Lane, Raleigh, Wake County, North Carolina  
27607-3447**

Real property situated in the City of Raleigh, Township of Raleigh, County of Wake, State of North Carolina, described as follows:

**Tract 1:**

Being all of New Area Lot 1, containing 23.643 acres as shown on plat entitled, "Easement, Tree Conservation and Right of Way Dedication Plat for Greenway Village at Lake Boone Trail," as recorded in Book of Maps 2015, Pages 418-423, Wake County Registry.

Together with easements set forth in the Declaration of Covenants, Conditions and Easements for Horton Street Properties recorded in Book 15995, Page 1453, Wake County Registry.

**Tract 2:**

Being all of New Lot 1, containing 9.458 acres, as shown on plat entitled, "Subdivision, Easements, Right of Way, and Recomb., Tree Conservation Areas for Greenway Village PH II," as recorded in Book of Maps 2015, Pages 424-427, Wake County Registry.

Together with the easement set forth in the Declaration of Cross Access recorded in Book 15961, Page 373, Wake County Registry.

Together with easements set forth in the Declaration of Covenants, Conditions and Easements for Horton Street Properties recorded in Book 15995, Page 1453, Wake County Registry.

**Tax Identification Numbers:**

**Tract 1:** PIN: 0795103418

**Tract 2:** PIN: 0795210023

[Remainder of page intentionally left blank.]

**EXHIBIT B****PERMITTED TITLE EXCEPTIONS**

1. Rights of tenants under unrecorded leases, as tenants only.
2. All building, signage and zoning ordinances, laws, regulations and restrictions by municipal and other governmental authorities.
3. General Real Estate Taxes for the year 2018, and subsequent years, not yet due and payable.
4. The following matter(s) disclosed by PRELIMINARY survey entitled "ALTA/ NSPS Land Title Survey for MEPT Lake Boone LP" by Ashley L. Parker, P.L.S. of Bass, Nixon & Kennedy, Inc., dated November 15, 2017, last revised January 8, 2018 (the "Survey"):

**AS TO TRACT 1:**

- (a) Service utilities;
- (b) encroachment of fencing along western boundary line;
- (c) fifty (50) foot Neuse River Buffer;

**AS TO TRACT 2:**

- (d) service utilities;
  - (e) intentionally deleted;
  - (f) intentionally deleted;
  - (g) intentionally deleted;
  - (h) five (5) foot utility easement;
  - (i) intentionally deleted; and
  - (j) intentionally deleted.
5. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Book of Maps 1959, Page 177; Book of Maps 2017, page 277-279; Book of Maps 2017, page 935-940; Book of Maps 2000, page 2301; and Book of Maps 2007, page 1771-1773.
  6. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Book of Maps 1966, Page 246; Book of Maps 2015, page 418-423; and Book of Maps 1963, page 226. (As to Tract 1 Only)

7. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Book of Maps 2015, page 424-427. (As to Tract 2 Only)
8. Covenants, conditions, restrictions, easements, and liens provided for in Declaration of Covenants, Conditions and Easements for Horton Street Properties filed for record in Book 15995, page 1453, as affected by Assignment of Declarant's Rights recorded simultaneously herewith, and any related maps, plans, bylaws and other document(s) and amendment(s). (As to the fee interest of Tract 1 and Tract 2)
9. Easement(s) to Carolina Power & Light Company recorded in Book 976, page 24, and as shown on the Survey with paving encroaching therein. (As to Tract 1 Only)
10. Deed of Easement to the City of Raleigh recorded in Book 1358, page 51.
11. Deed of Easement to the City of Raleigh recorded in Book 1383, page 68. See in connection therewith Quitclaim Deed of Abandoned Sanitary Sewer Easement recorded in Book 16093, page 2250. (As to Tract 1 Only)
12. Deed of Easement to the City of Raleigh recorded in Book 1540, page 359.
13. Easement to the City of Raleigh for Pipe Line recorded in Book 1571, page 100. (As to Tract 1 Only)
14. Easement(s) to Carolina Power & Light Company recorded in Book 2007, page 501.
15. Deed of Easement to the City of Raleigh for Greenway Purposes (Subject to Stream Restoration/Conservation Covenants) recorded in Book 8768, page 1148. See in connection therewith Quitclaim Deed of Greenway Easement recorded in Book 16010, page 2030. (As to Tract 1 Only)
16. Sanitary Sewer Easements disclosed in Memorandum of Action recorded in Book 12809, page 1186, and also Civil Action filed in File No. 07CVS17531, Wake County Clerk of Court.
17. Deed of Easement to the City of Raleigh for Greenway Purposes recorded in Book 13689, page 696.
18. Transit Easement to the City of Charlotte recorded in Book 15961, page 342. (As to Tract 2 Only)
19. Declaration of Private Stormwater Drainage Easements recorded in Book 15961, page 350, as supplemented by Supplemental Declaration of Private Stormwater Drainage Easements recorded in Book 16721, page 2049. (As to Tract 2 Only)
20. Deed of Easement to the City of Raleigh for Greenway Purposes recorded in Book 15961, page 363. (As to Tract 2 Only)

21. Declaration of Cross Access recorded in Book 15961, page 373. (As to Tract 2 Only)
22. Transit Easement to the City of Raleigh recorded in Book 15961, page 378. (As to Tract 1 Only)
23. Declaration of Private Stormwater Drainage Easements recorded in Book 15961, page 387. (As to Tract 1 Only)
24. Deed of Easement to the City of Raleigh for Greenway Purposes recorded in Book 15961, page 393 and Book 16010, page 2036. (As to Tract 1 Only)
25. Easement(s) to Duke Energy Progress, Inc. recorded in Book 16201, page 1904.
26. Easement and Memorandum of Agreement to Time Warner Cable Enterprises LLC recorded in Book 16396, page 1647.
27. Water Line Easement to the City of Charlotte recorded in Book 16818, page 2717.
28. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.
29. Terms and conditions of the Declaration of Covenants, Conditions and Easements for Horton Street Properties filed for record in Book 15995, page 1453, as affected by Assignment of Declarant's Rights recorded simultaneously herewith, and rights of others in and to the use of the easements described therein. (As to the easement interests of Tract 1 and Tract 2)
30. Terms and conditions of the Declaration of Cross Access recorded in Book 15961, page 373, and rights of others in and to the use of the easements described therein. (As to the easement interests of Tract 2)

[Remainder of page intentionally left blank.]





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**Please retain yellow trailer page**

It is part of the recorded document and must be submitted with the original for re-recording.

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**Charles P. Gilliam**  
**Register of Deeds**  
Wake County Justice Center  
300 South Salisbury Street, Suite 1700  
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

**This Customer Group**

\_\_\_\_\_ # of Excessive Entities

\_\_\_\_\_ # of Time Stamps Needed

**This Document**

\_\_\_\_\_ 9 # of Pages MF