

FOR REGISTRATION
Willie L. Covington
REGISTER OF DEEDS
Durham County, NC
2016 MAR 31 01:07:55 PM
BK: 7900 PG: 707-712
DEED
FEE: \$26.00
EXCISE TAX: \$2,847.00
INSTRUMENT # 2016009541
APRILJ



2016009541

Excise Tax \$2,847.00

Recording Time, Book and Page _____

Parcel Identifier No. 0748-02-79-3803; Tax Parcel ID 157299; Verified by Durham County on the ____ day of March, 2016, by:

Mail after recording to: Chicago Title Insurance Company
421 Fayetteville Street, Suite 1116
Raleigh, North Carolina 27601
Attention: Kimberly H. Laney

This instrument was prepared by: Kilpatrick Townsend & Stockton LLP (without title examination)

Brief description for the Index: Approx. 22.1456 Acres, Triangle Township, Durham County, North Carolina

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED to be effective as of this 31st day of March, 2016, by and between

GRANTOR	GRANTEE
TRIANGLE PARK (RALEIGH) PIP LIMITED PARTNERSHIP , a North Carolina limited partnership	SCANNELL PROPERTIES #233, LLC , an Indiana limited liability company
Address: 923 N. Pennsylvania Avenue Winter Park, FL 32789	Address: 800 East 96th Street Suite 175 Indianapolis, Indiana 46240

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 Triangle Township, Durham County, North Carolina, and more particularly described as follows:

SEE **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).

The Property herein described was acquired by Grantor by instrument recorded in **Book 2150**, at **Page 871**, Durham County Register of Deeds.

All of the Property herein conveyed does not include the primary residence of the 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, subject to all matters shown on **Exhibit B** attached hereto and incorporated herein by reference, 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.

Title to the Property herein described is conveyed subject to all matters shown on **Exhibit B** attached hereto and incorporated herein by reference.

[Remainder of page intentionally left blank]

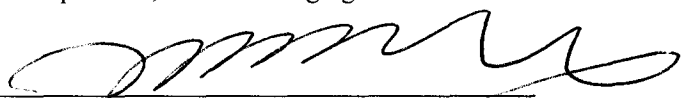
IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its partnership name by its duly authorized general partner, the day and year first above written.

TRIANGLE PARK (RALEIGH) PIP LIMITED PARTNERSHIP, a North Carolina limited partnership

By: Avanti Capital Associates, a Florida joint venture, successor by name change to Avanti Properties Group, J.V., a Florida joint venture, as sole general partner

By: Avanti Management Partners, J.V., a Florida joint venture, as sole managing venturer

By: Avanti Management Corporation, a Florida corporation, as sole managing venturer

By: 
Marvin M. Shapiro, President

**STATE OF NEW YORK
COUNTY OF NEW YORK**

I certify that Marvin M. Shapiro, President of Avanti Management Corporation, a Florida corporation, acting in its capacity as the sole managing venturer of Avanti Management Partners, J.V., a Florida joint venture, which in turn is the sole managing venturer of Avanti Capital Associates, a Florida joint venture, successor by name change to Avanti Properties Group, J.V., a Florida joint venture, which in turn is the sole general partner of **TRIANGLE PARK (RALEIGH) PIP LIMITED PARTNERSHIP**, a North Carolina limited partnership, on behalf of said corporation and partnership, personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s); or
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
- A credible witness has sworn to the identity of the principal(s),

acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: March 29, 2016


_____, Notary Public

(Official Seal)

My commission expires:

Eugene P. Calola
 Notary Public, State of New York
 No. 02CA6205805
 Qualified in Kings County
 Commission Expires May 11, 2017

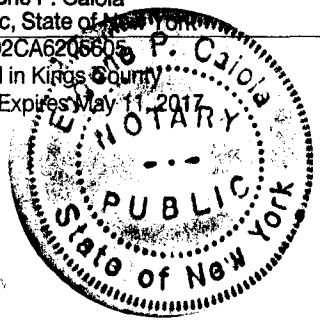


EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY****Parcel Four**

BEGINNING at a new iron pin located in the southern right-of-way line of Alexander Drive (120 foot right-of-way), and having N.C. Grid Coordinates of N=790371.2339 and E=2047155.8449, and running thence along land now or formerly of General Electric Company South 00 degrees 29 minutes 02 seconds East 499.51 feet to a new iron pin; thence South 86 degrees 39 minutes 14 seconds East 899.06 feet to an existing iron pin; thence South 00 degrees 29 minutes 25 seconds West 500.47 feet to an existing iron pin; thence along land now or formerly of General Electric Company North 86 degrees 54 minutes 03 seconds West 617.21 feet to an existing railroad iron; thence along land now or formerly known as Triangle Business Center North 86 degrees 35 minutes 28 seconds West 682.41 feet to an existing iron pin; thence North 87 degrees 19 minutes 06 seconds West 53.88 feet to a point; thence along the eastern right-of-way line of Stirrup Creek Drive the following calls: (1) North 24 degrees 40 minutes 44 seconds East 14.00 feet to a point; (2) thence North 05 degrees 21 minutes 31 seconds East 58.19 feet to a point; (3) thence North 06 degrees 22 minutes 18 seconds West 69.95 feet to a point; (4) thence along a curve to the left, having a radius of 996.93 feet, an arc distance of 210.88 feet, and a chord bearing and distance of North 06 degrees 11 minutes 52 seconds West 210.49 feet to a point; (5) thence North 06 degrees 01 minutes 25 seconds West 69.95 feet to a point; (6) thence North 17 degrees 48 minutes 46 seconds West 58.41 feet to a point; (7) thence North 27 degrees 29 minutes, 29 seconds West 66.75 feet to a point; (8) thence North 18 degrees 52 minutes 32 seconds West 98.00 feet to a point; (9) thence North 02 degrees 03 minutes 32 seconds West 67.45 feet to a point; (10) thence North 10 degrees 45 minutes 33 seconds West 54.55 feet to a point; (11) thence North 09 degrees 42 minutes 04 seconds West 62.16 feet to a point; (12) thence along a curve to the right having a radius of 330.79 feet, an arc distance of 104.74 feet, and a chord bearing and distance of North 13 degrees 58 minutes 52 seconds East 104.30 feet to a point; (13) thence North 22 degrees 21 minutes 30 seconds East 79.89 feet to a point; thence along a line where the eastern right-of-way line of Stirrup Creek Drive intersects the southern right-of-way line of Alexander Drive North 65 degrees 58 minutes 04 seconds East 106.93 feet to a point; thence along a curve to the left having a radius of 1205.92 feet, an arc distance of 436.08 feet, and a chord bearing and distance of South 83 degrees 10 minutes 44 seconds East 433.70 feet to the point and place of BEGINNING, containing 22.147 acres, and being Tract #3 as shown on plat of survey entitled "Property of Wachovia Bank of North Carolina, N.A. as Trustee for the Wachovia Real Estate Fund" dated October 23, 1995, and last revised November 28, 1995, prepared by Bass, Nixon and Kennedy, Inc., Consulting Engineers.

EXHIBIT "B"

All recording references to records in the Office of Durham County, North Carolina Register of Deeds, unless otherwise specified.

1. Such matters as would be disclosed by a current and accurate survey and inspection of the Property, including, without limitation, all matters shown on survey entitled "ALTA/NSPS Survey of Parcel 4, Triangle Business Center" dated April 29, 2014, last revised March 29, 2016, by Bass, Nixon & Kennedy, Inc., Registered Land Surveyor.
2. The lien for all city, state and county ad valorem taxes, utility assessments, governmental assessments and similar impositions levied or imposed upon or assessed against the Property not due and payable on or before the date of this instrument.
3. Zoning ordinances affecting the Property.
4. All easements, covenants, restrictions, reservations and rights-of-way of record as of April 29, 2014, including, without limitation, the following:
 - (a) Slope, Construction and Drainage easements as contained in Right of Way Deed to Department of Transportation dated July 8, 1987, recorded in Book 1426, Page 232, Durham County Registry.
 - (b) Easement granted County of Durham by Deed recorded in Book 1436, Page 156, Durham County Registry, as shown in plat recorded in Plat Book 116, Page 152, Durham County Registry.
 - (c) All matters shown on the following recorded plats: (i) Plat Book 116 at Page 152; (ii) Plat Book 123 at Page 99; and (iii) Plat Book 127 at Page 38; all Durham County Registry.
 - (d) Easement to Duke Power Company recorded in Book 264, Page 291, and Book 1473, Page 475 Durham County Registry.
 - (e) Amended and Restated Declaration With Respect to Covenants and Restrictions Affecting Triangle Business Center, dated as of March 17, 1992, and recorded in Deed Book 1721, at Page 125, Durham County Registry, as amended by that certain First Modification to Amended and Restated Declaration With Respect to Covenants and Restrictions Affecting Triangle Business Center dated December 21, 1995 and recorded in Deed Book 2150, at Page 858, Durham County Registry, and affected by that certain Triangle Business Center Property Owners Association – Resignation of Declaration dated December 21, 1995, and recorded in Deed Book 2150, at Page 869, Durham County Registry.
5. The state of compliance or non-compliance of the Property as of April 29, 2015, with any laws, codes, ordinances, rules, regulations or private restrictive covenants applicable to or affecting the Property.

6. The lien for assessments under the Declaration referenced in Item 4.e., above, not due and payable on or before the date of this instrument.
7. All matters, if any, disclosed by the due diligence materials provided by Grantor to Grantee.
8. All matters shown on any recorded plat depicting or affecting the Property.
9. Rights of others in and to the continued and uninterrupted flow of the waters bounding or crossing the Property and riparian and/or littoral rights incident to the Property.