

For Registration Sharon A. Davis  
 Register of Deeds  
 Durham County, NC  
 Electronically Recorded  
**2021 Dec 16 04:03 PM**  
**Book: 9562 Page: 962**  
 NC Rev Stamp: \$ 7320.00 Fee: \$ 26.00  
 Instrument Number: 2021064146  
 DEED

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$7,320.00

Parcel Identifier No. 0810-01-17-6251  
 Verified by Durham County on the 15 day of December, 2021  
 By:

Mail/Box to: Grantee

This instrument was prepared by: Kennon Craver, PLLC (without benefit of title examination)

Brief description for the Index: 4139 Durham Chapel Hill Blvd, Durham

THIS DEED made this 15 day of December, 2021, by and between

GRANTOR	GRANTEE
LLL Properties, LLC, a North Carolina limited liability company	Bagwell Station LLC, a North Carolina limited liability company
ADDRESS: 4311 Forest Edge Trail Durham, NC 27705	ADDRESS: 625 Glenmere Drive Knightdale, NC 27545

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

**SEE EXHIBIT A ATTACHED HERETO.**

All or a portion of the property herein conveyed does not include the primary residence of a Grantee submitted electronically by "Metro Title Company" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Durham County Register of Deeds.

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 the following exceptions:

**SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN.**

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

GRANTOR:

LLL PROPERTIES, LLC, a North Carolina limited liability company

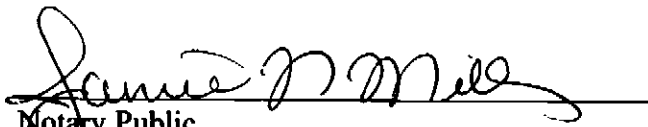
By:   
Nondas Kalfas, Manager

STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he signed the foregoing document: Nondas Kalfas

Date: 12/15/2021

  
Notary Public

Print Name: Jamie N Miller

My Commission Expires: 9/12/2025



**Exhibit A**

**Legal Description**

Being all that tract or parcel of land located in the City of Durham, Durham County, North Carolina, shown as Combined Parcel, 73361.9 sq. ft., 1.68 acres on that plat entitled Combination/Drainage Easement Plat, LLL Properties LLC dated January 15, 2015 surveyed by MSP & Associates Land Surveying, Inc. recorded in Plat Book 196, Page 176 on August 25, 2016, Durham County Registry.

Together and with a sanitary sewer easement approximately five wide and thirty-nine feet long; which was conveyed to Grantor by instrument dated August 1, 1983 recorded in Book 1125, Page 1, Durham County Registry, to which instrument reference is made for a more perfect and complete description, and which instrument is incorporated herein by this reference.

Together and with easements as contained in Operation and Easement Agreement by and among Target Corporation, Office Depot, Inc. and Durham FCD Associates LLC as recorded in Book 3970, Page 30; as affected by First Amendment to Operation and Easement Agreement recorded in Book 4096, Page 797; as affected by Second Amendment to Operation and Easement Agreement recorded in Book 4258, Page 802; as affected by Third Amendment to Operation and Easement Agreement recorded in Book 4395, Page 265; as affected by Fourth Amendment to Operation and Easement Agreement recorded in Book 4751, Page 650; as affected by Fifth Amendment to Operation and Easement Agreement recorded in Book 5179, Page 861; as affected by Sixth Amendment to Operation and Easement Agreement recorded in Book 8000, Page 99, all of the Durham County Registry.

**Exhibit B**

**Exceptions**

1. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable;
2. Covenants and Agreements as contained in Sanitary Sewer Easement Agreement by and between Trinity Associates and Restaurant Ventures, Inc., as recorded in Book 1125, Page 1, as affected by Consent by The Philadelphia Saving Fund Society recorded in Book 1238, Page 251, Durham County Registry;
3. Easements, setback lines and any other matters shown on plat recorded in Plat Book 196, Page 173, Durham County Registry;
4. Easements, setback lines and any other matters shown on plat recorded in Plat Book 196, Page 176, Durham County Registry, as affected by Corrective or Scriver's Affidavit recorded in Book 8062, Page 99, as further affected by Corrective or Scrivener's Affidavit recorded in Book 8112, Page 545, Durham County Registry;
5. Easement(s) in favor of Duke Power Company as recorded in Book 3970, Page 1, Durham County Registry;
6. Agreement and Covenants Regarding Storm Sewer System Repair and Maintenance by the City of Durham, Durham FCD Associates LLC, Target Corporation and Sam's Real Estate Business Trust as recorded in Book 4258, Page 790, and re-recorded in Book 4301, Page 173, Durham County Registry;
7. Easement in Deed to the City of Durham as recorded in Book 925, Page 746, Durham County Registry;
8. Terms and conditions of Operation and Easement Agreement by and among Target Corporation, Office Depot, Inc. and Durham FCD Associates LLC as recorded in Book 3970, Page(s) 30; as affected by First Amendment to Operation and Easement Agreement recorded in Book 4096, Page 797; as affected by Second Amendment to Operation and Easement Agreement recorded in Book 4258, Page 802; as affected by Third Amendment to Operation and Easement Agreement recorded in Book 4395, Page 265; as affected by Fourth Amendment to Operation and Easement Agreement recorded in Book recorded in Book 4751, Page 650; as affected by Fifth Amendment to Operation and Easement Agreement recorded in Book 5179, Page 861; as affected by Sixth Amendment to Operation and Easement Agreement dated August 16, 2016 and recorded in Book 8000, Page 99, Durham County Registry;
9. Short Form Lease by and between LLL Properties, LLC, Lessor, and Chick-fil-A, Inc., Lessee, recorded in Book 7611, Page 978; as affected by Amended and Restated Short Form Lease recorded in Book 8000, Page 122, Durham County Registry;
10. Stormwater Facility Agreement and Covenants by and between LLL Properties, LLC and the City of Durham as recorded in Book 7984, Page(s) 52, Durham County Registry;
11. Deed of Easement in favor of the Board of Transportation as recorded in Book 956, Page 109, Durham County Registry;

12. Access Easement and Maintenance Agreement recorded in Deed Book 4486, Page 840, Durham County Registry; and
13. The following matters as shown on the survey dated October 14, 2021, by Michael S. Perdue, PLS, Professional Land Surveyor:
  - a) Sign Easement (PB 159/17)
  - b) light poles, overhead power lines, electric box, power panel
  - c) 5' sewer easement (DB 1125/1)
  - d) 15", 18", and 24" reinforced concrete pipe;
  - e) 6" PVC pipe;
  - f) cleanouts;
  - g) water lines, water vault; and
  - h) 20' public street easement (PB 159/19).