

For Registration Sharon A. Davis  
Register of Deeds  
Durham County, NC  
Electronically Recorded  
2018 Aug 01 02:48 PM NC Rev Stamp: \$ 7700.00  
Book: 8480 Page: 163 Fee: \$ 26.00  
Instrument Number: 2018026944  
DEED

Prepared by:  
Womble Bond Dickinson (US) LLP (ATK)  
One Wells Fargo Center, Suite 3500  
301 South College Street  
Charlotte, North Carolina 28202  
\*No Title Examination Conducted by Preparer\*

After Recording Return to:  
Longleaf Law Partners  
Attn: James McCaskill  
2235 Gateway Access Point, Suite 201  
Raleigh, North Carolina 27607

Tax Stamps: \$7,700.00

Parcel ID/Tax Map Nos.: PIN 0831-09-05-0593 (Parcel ID 103371)

**STATE OF NORTH CAROLINA**

**COUNTY OF DURHAM**

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made this 1 day of August, 2018 by and between **DURHAM PARTNERSHIP GROUP, LLC**, a North Carolina limited liability company, having an address of 6021 Connemara Court, Denver, North Carolina 28037, hereinafter called "**Grantor**", and **VC LAND OWNER, LLC**, a Delaware limited liability company, having an address of c/o Wheelock Street Capital, LLC, 660 Steamboat Road, 3<sup>rd</sup> Floor, Greenwich, Connecticut 06830, hereinafter called "**Grantee**". The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural.

**WITNESSETH:**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has

WB submitted electronically by "Longleaf Law Partners"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Durham County Register of Deeds.

granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, and the successors, legal representatives and assigns of Grantee all that tract or parcel of land lying and being in Durham County, North Carolina, being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property").

**TO HAVE AND TO HOLD** the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple, the intent being that the Grantee shall own fee simple title to the Property.

**TOGETHER WITH** the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and together with any estate, right, title, interest or claim of Grantor, either in law or equity, to the Property; and

**GRANTOR SHALL WARRANT** and forever defend the right and title to the Property unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise; provided, however, that the warranties of title made by Grantor herein shall not extend to any claims arising solely under any matter set forth on Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions").

The Property was acquired by Grantor by instrument recorded in Book 7740, Page 52 of the Durham County Registry.

No portion of the Property herein conveyed includes the primary residence of Grantor.

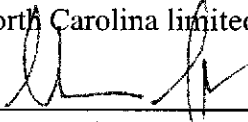
The Property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Durham County Registry, Book 7734, Page 808.

[signature on following page]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed, and delivered this Special Warranty Deed to Grantee, on the day and year first written above.

GRANTOR:

DURHAM PARTNERSHIP GROUP, LLC,  
a North Carolina limited liability company



Shane Seagle, Member Manager

STATE OF North Carolina

COUNTY OF Mecklenburg

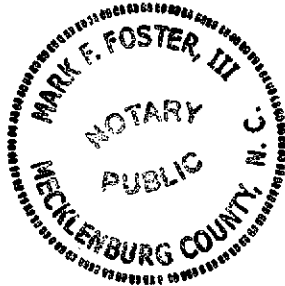
I certify that the following person(s) personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Shane Seagle, Member Manager of Durham Partnership Group, LLC.

Date: July 31, 2018.

Mark F. Foster III  
Official Signature of Notary

Mark F. Foster III  
Notary's printed /typed name, Notary Public

(Official Seal)



My commission expires: October 27, 2021

**EXHIBIT A**

**LEGAL DESCRIPTION**

BEING ALL OF LOT 2, CONTAINING 1.753 ACRES, MORE OR LESS, AS SHOWN ON A PLAT ENTITLED "EXEMPT' SUBDIVISION PLAT" DATED MARCH 2009, AND RECORDED IN PLAT BOOK 184, PAGE 193 OF THE DURHAM COUNTY, NORTH CAROLINA REGISTRY, REFERENCE TO WHICH IS HEREBY MADE FOR A FURTHER AND MORE PARTICULAR METES AND BOUNDS DESCRIPTION.

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

1. Taxes or assessments for the year 2018 and for subsequent years, not yet due or payable.
2. Such state of facts as would be disclosed by a current, accurate, physical survey and/or inspection of the subject property.
3. All easements, covenants, conditions, restrictions and other matters of record, including, without limitation, the following:
  - a. Title to and rights of others in and to the use of Pettigrew Street and Roxboro Street;
  - b. Matters revealed by maps/plats recorded in Plat Book 154, Page 235; Plat Book 184, Page 193; Plat Book 136, Page 134; and Plat Book 137, Page 148, Durham County Registry;
  - c. Stormwater Facility Agreement and Covenant Version 082203 between Hendrick Automotive Group, Partnership, and City of Durham recorded November 29, 2004 in Book 4624, Page 293, Durham County Registry, as affected by that certain Assignment and Assumption of Stormwater Facility Agreement and Covenant Version 082203 recorded in Book 7740, Page 57, Durham County Registry, and as supplemented by that certain Supplemental Stormwater Facility Agreement and Covenants recorded in Book 7750, Page 995, Durham County Registry;
  - d. Letter to Lennar Multifamily Communities, LLC regarding agreement to provide easements to Duke Power recorded in Book 8337, Page 100, Durham County Registry;
  - e. Notice of Residual Petroleum recorded in Book 7345, Page 906, Durham County Registry;
  - f. Notice of Brownfields Property recorded in Book 7734, Page 808, Durham County Registry;
  - g. Matters revealed by map/plat recorded in Plat Book 195, Pages 14 through 16, Durham County Registry, specifically those matters regarding Brownfields;
  - h. Covenants, conditions, restrictions, easements and assessments recorded in Book 1179, Page 870 and Book 2245, Page 160 as affected by the Certificate of Completion recorded in Book 5279, Page 881 and any related maps, plans, bylaws and other document(s) and amendment(s), all of the Durham, County Registry; and
  - i. To the extent applicable, the terms and conditions of the Master Declaration of Covenants, Conditions and Restrictions for Durham Gateway Centre, recorded in Book 7740, Page 79, Durham County Registry.
4. Zoning and building laws or ordinances.