

FOR REGISTRATION  
Sharon A. Davis  
REGISTER OF DEEDS  
Durham County, NC  
2018 Jun 25 09:08:44 AM  
BK:8451 PG:678-684  
DEED

FEE: \$26.00  
INSTRUMENT # 2018021668  
EXCISE TAX: \$28,200.00 NS: \$25.00



SPECIAL WARRANTY DEED

Excise Tax \$ 28,200.00 | Recording Time, Book and Page

Parcel No. 157951 and 157958

Verified By: \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 2018

by:

★ Mail after recording to: First American Title Insurance, 201 S. College St. Ste. 1440 Charlotte NC 28244

This instrument was prepared by: Mary Marshall Meredith, Troutman Sanders, LLP 301 S. College Street, 34<sup>th</sup> Floor, Charlotte, NC 28202

Brief description for the index Lot C-4 and Lot C-5, Imperial Center, Durham, NC

90209-1

**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS DEED made this 20<sup>th</sup> day of June, 2018, by and between

GRANTOR

**ROC III Fairlead Imperial Center, LLC**  
a Delaware limited liability company

Address:  
c/o Bridge Commercial Real Estate LLC  
Five Concourse Parkway, Suite 500  
Atlanta, Georgia 30328

GRANTEE

**ThreeCO Partners, LLC**  
a North Carolina limited liability company

Address:  
c/o OA Development, Inc.  
100 Ashford Center, Suite #110  
Atlanta, GA 30338

Enter in appropriate block for each party: name, 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 and incorporated herein by reference.*

The property is not the primary residence of the Grantor (N.C.G.S. Section 105-317-2).

The property hereinabove described was acquired by Grantor by instruments recorded in Book 8128, Page 1 (Lot L-4) and Book 8127, Page 968 (Lot C-5).

Maps showing the above described properties are recorded in Plat Book 132, Page 164 (Lot C-4) and Plat Book 106, Page 3 (Lot C-5).

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:


1. All easements, covenants, conditions and restrictions and other matters of record to the extent applicable to the Property, all of which matters are specifically incorporated herein by this reference;
2. All matters which would be revealed or disclosed in a current survey of the Property, including the survey matters described on that certain survey prepared by Withers Ravenel, dated April 25, 2018, last revised June 18, 2018 (Lot C-4) and that certain survey prepared by Withers Ravenel, dated April 25, 2018, last revised June 18, 2018 (Lot C-5);
3. All interests of tenants in possession, as tenants only, with no right to purchase all or portion of the Property;
4. Any lien to secure payment of real estate taxes, including special assessments, not delinquent, and standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years against the Property;
5. All building and zoning ordinances and regulations, building and use restrictions, and all other laws, ordinances and governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property; and
6. All liens and encumbrances not of record created by Grantee or resulting from the actions of Grantee or its agents, contractors or invitees on the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year written on the first page of this Deed.

ROC III FAIRLEAD IMPERIAL CENTER, LLC, a Delaware limited liability company

By: Fairlead Acquisitions XIII, LLC,  
a Delaware limited liability company  
Its: Manager


By:   
Name: John R. Ward  
Title: President

STATE OF GEORGIA )

COUNTY OF FULTON )  
ss:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John R. Ward personally came before me this day and acknowledged that he is the President of Fairlead Acquisitions XIII, LLC, a Delaware limited liability company, which is the manager of ROC III Fairlead Imperial Center, LLC, a Delaware limited liability company, and that he as President, being duly authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal, this the 18 day of June, 2018.

  
Notary Public

Printed Name:  
Jennifer Lassiter

My commission expires: 4.30.21

[NOTARY SEAL]

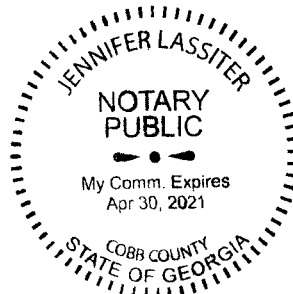


Exhibit A

Description of Property

**(Cambridge Hall)**

BEING LOT C-5 AS SHOWN ON MAP ENTITLED "RECOMBINATION OF LOTS C4 & C5 IMPERIAL CENTER" PREPARED BY KENNETH CLOSE, INC. AND RECORDED IN PLAT BOOK 106, PAGE 3, DURHAM COUNTY REGISTRY.

**(Canterbury Hall)**

BEING ALL OF NEW LOT C-4 (3.557 ACRES, MORE OR LESS), AS SHOWN ON PLAT ENTITLED "STREET CLOSING & RECOMBINATION MAP FOR EMPEROR BOULEVARD" DATED FEBRUARY 2, 1994 AND RECORDED IN PLAT BOOK 132, PAGE 164, DURHAM COUNTY REGISTRY. FOR REFERENCE, SEE PLAT OF OLD LOT C-4 RECORDED IN PLAT BOOK 106, PAGE 3, DURHAM COUNTY REGISTRY.

TOGETHER WITH APPURTENANT RIGHTS IN AND TO THE RECIPROCAL ACCESS EASEMENT AS SET OUT AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT RECORDED IN BOOK 2418, PAGE 161, DURHAM COUNTY REGISTRY.

### Permitted Exceptions

1. Taxes for the year 2018, which are a lien, but not yet due and payable, and all subsequent years.
2. Terms, provisions, covenants, conditions, easements and restrictions as provided in Declarations, recorded in Book 1157, Page 237; as supplemented and amended by Amendment to Declaration recorded in Book 1468, Page 914; Second Amendment to Declaration recorded in Book 1659, Page 799; Third Amendment to Declaration recorded in Book 2548, Page 431; Amended and Restated Declaration recorded in Book 2870, Page 21; Supplemental Amendment to Amended and Restated Declaration recorded in Book 2902, Page 574; Assignment and Assumption of Declarant's Rights and Obligations under the Amended and Restated Declaration for Imperial Center Business Park recorded in Book 3658, Page 122; Second Supplemental Amendment to the Amended and Restated Declaration for Imperial Center Business Park recorded in Book 3759, Page 753; Third Supplemental Amendment to the Amended and Restated Declaration for Imperial Center Business Park recorded in Book 4377, Page 609; Fourth Supplemental Amendment to the Amended and Restated Declaration for Imperial Center Business Park recorded in Book 4564, Page 832; And Fifth Supplemental Amendment to the Amended and Restated Declaration for Imperial Center Business Park recorded in Book 7871, Page 939, Durham County Registry.

#### **The following exceptions apply to Tract 1 and Tract 2:**

3. Easement to Duke Power Company recorded in Book 1168, Page 5, Durham County Registry.
4. Easement to Duke Power Company recorded in Book 1186, Page 579, Durham County Registry.
5. Easement to Duke Power Company recorded in Book 1188, Page 501, Durham County Registry.
6. Easement to Duke Power Company recorded in Book 1144, Page 46, Durham County Registry.
7. Easement to Petula Associates, Ltd. recorded in Book 2112, Page 305, Durham County Registry as approximately shown on the Survey of Tract 1. As affected by Amendment recorded in Book 2274, Page 682, and as approximately shown on Tract 1 Survey. (As to Tract 1 Only)
8. Easements and any other facts as shown on plat recorded in Plat Book 134, Page 63, Durham County Registry.
9. Easements and any other facts as shown on plat recorded in Plat Book 106, Page 3, Durham County Registry, and as approximately shown on Tract 1 Survey and Tract 2 Survey.

10. Declaration of Easements and Maintenance Agreement with rights of others in and to the use of therein recorded in Book 2418, Page 161, Durham County Registry.
11. Easements and any other facts as shown on plat recorded in Plat Book 132, Page 164, Durham County Registry, and as approximately shown on Tract 2 Survey. (As to Tract 2 Only)
12. Limited Access Easement Agreement by and between Petula Associates, Ltd. and Principal Life Insurance Company, recorded in Book 2674, Page 408, Durham County Registry, and as approximately shown on Tract 2 Survey. (As to Tract 2 only)
13. Any facts, rights, interests or claims that may exist or arise by reason of the matters disclosed by ALTA/ACSM survey entitled "ALTA/ACSM Land Title Survey of Lot C-5 Imperial Center Cambridge Building" made by WithersRavenel and dated November 2, 2016, designated as Project No. 05160587.00 ("Tract 1 Survey") as follows: (a) 20' Project Boundary Buffer; (b) 30' Transitional use area buffer; (c) possible curb encroachments along northeasterly and southeasterly property lines; (d) rights of others to use and access to storm water line; (e) underground sanitary sewer line; (f) service utilities as indicated by water meters, water manholes, underground electric line paint marks, light poles, ground lights, electric box, electric stubout, underground fiber optic box, underground utility box, generator, transformer, cable box and hand hold; (g) signs; (h) irrigation control valves; (i) catch basins; (j) back flow preventer valve; (k) storm manholes; (l) rights of others to use and access to underground storm water line; (m) signs; and (n) dumpster pad.
14. Any facts, rights, interests or claims that may exist or arise by reason of the matters disclosed by ALTA/ACSM survey entitled "ALTA/ACSM Land Title Survey of Lot C-4 Imperial Center Canterbury Building" made by WithersRavenel and dated November 2, 2016, last revised January 26, 2017, designated as Project No. 05160587.00 ("Tract 2 Survey") as follows: (a) 20' Project Boundary Buffer; (b) 30' Transitional use area buffer; (c) possible curb encroachment along southeasterly property line; (d) service utilities as indicated by water meters, water manholes, light poles, ground lights, electric box, underground fiber optic box, underground utility box, generator, transformer, cable box and hand hold; (e) irrigation control valves; (f) catch basins; (g) back flow preventer valve; (h) storm manholes; (i) rights of others to use and access to underground storm water line; (j) signs; and (k) dumpster pad.

**The following exceptions apply to Tract 3 and Tract 4:**

15. Easement to Time Warner Communications of Raleigh, L.P. and Time Warner Entertainment Advance/Newhouse Partnership, L.P. recorded in Book 6831, Page 1; erroneously recorded in Wake County Registry and then subsequently recorded in Book 5830, Page 461, Durham County Registry.
16. Easement to Duke Power Company recorded in Book 1144, Page 46, Durham County Registry.

17. Right(s) of way to Duke Power Company recorded in Book 1186, Page 579, Durham County Registry.
18. Easements and any other facts as shown on plat recorded in Plat Book 115, Page 74, Durham County Registry.
19. Terms, provisions, covenants, conditions easements and restrictions as provided in No Protest Covenant recorded in Book 6046, Page 879, Durham County Registry.
20. Easements and any other facts as shown on plat recorded in Plat Book 177, Page 93 and Page 95, Durham County Registry. (Affecting Tract 2 only) (Including but not limited to, Duke Power easements)
21. Cemetery or burial grounds, together with the right of ingress and egress to such burial grounds. (Affecting Tract 2)