

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$6,405.00

Parcel Identifier No 0648875986 Tax Lot Number: _____
Verified by _____ County on the _____ day of _____, 20____ By: _____

Mail/Box to: GRANTEE
This instrument was prepared by: Harris & Hilton, P.A. (Without Benefit of Title Exam or Tax Advice)
Brief description for the Index: LOT 9 SOUTHPARK VILLAGE INVESTMENT I LLC BM2010-00608

THIS DEED made this 4th day of December 2017, by and between:

GRANTOR	GRANTEE
GANDHI AT SPV, LLC A North Carolina Limited Liability Company	HARRIS TEETER PROPERTIES, LLC, A North Carolina Limited Liability Company
8710 GLENWOOD AVE STE 102 RALEIGH NC 27617-7808	501 Village Walk Drive, Holly Springs, NC 27540
This property is not a principal residence.	Mailing Address: 701 Crestdale Road Matthews, NC 28105

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

SEE ATTACHED EXHIBIT A WHICH IS INCORPORATED BY REFERENCE.

Submitted electronically by "Chicago Title-NC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15954, Page 2085. A map showing the above described property is recorded in Book of Maps 2010, Page 608.

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.

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, except for exceptions stated herein as follows:

- Ad valorem taxes for the current year.
- Utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property.
- Exceptions identified on attached Exhibit B.

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

GANDHI AT SPV, LLC

By: *Dilip Gandhi* (SEAL)
 Name: Dilip Gandhi
 Title: Manager

STATE OF NC

COUNTY OF Wake

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- 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 Drivers License
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Dilip Gandhi, Manager of **Gandhi At SPV, LLC**.

Date: 12/1/17

David N. Hilton

David N. Hilton, Notary Public

(Official Seal)

My commission expires: 4/15/20



EXHIBIT A

Being all of Lot 9 containing approximately 0.8111 acres as shown on the plat entitled "Southpark Village Investments I LLC: Subdivision of Lot 1," prepared by John A. Edwards & Company, dated April 2, 2010, and recorded in Book of Maps 2010, Page 608, Wake County Registry.

EXHIBIT B
Title Exceptions

1. 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 2008, page 1973; Book of Maps 2008, page 1975; Book of Maps 2008, page 1977; Book of Maps 2010, page 553; Book of Maps 2010, page 554; Book of Maps 2010, page 555; Book of Maps 2010, page 556; Book of Maps 2010, page 608; Book of Maps 2012, page 1069; Book of Maps 2012, page 1070; Book of Maps 2013, page 155; Book of Maps 2013, page 156; Book of Maps 2014, page 1116; Book of Maps 2014, page 1481; Book of Maps 2015, page 133; and Book of Maps 2016, page 489, and as shown on the Survey.
2. Covenants, conditions, restrictions, easements, and liens provided for in Declaration of Rights, Restrictions and Easements recorded in Book 12730, page 995, as affected by Assignment of Declarant's Rights recorded in Book 13118, page 1208, as affected by Subordination of Deeds of Trust recorded in Book 13314, page 2244, as amended by First Amendment to Declaration of Rights, Restrictions and Easements recorded in Book 13542, page 2603, as affected by Assignment of Declarant Rights for Southpark Village Shopping Center and Amendment to Declaration recorded in Book 15311, page 625, as amended by Amendment to Declaration of Rights, Restrictions and Easement recorded in Book 16285, page 1371, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
3. Easement(s) to Carolina Power & Light Company recorded in Book 934, page 310; Book 934, page 313; Book 1066, page 224; Book 1070, page 105; Book 3413, page 923; and Book 8419, page 2327.
4. Easement(s) to Central Carolina Telephone Company recorded in Book 1078, page 591.
5. Storm Water Detention Facility Easement by Stephens Properties Family Limited Partnership to Southpark Village Investments I LLC and Southpark Village Investments II LLC recorded in Book 13022, page 2388; and as re-recorded in Book 13050, page 2018.
6. Conditional Use Permit recorded in Book 13185, page 2109.
7. Declarations Regarding Use Restrictions recorded in Book 13275, page 1748; Book 13275, page 1768; Book 13470, page 593; Book 13542, page 2618; and Book 15954, page 2080.
8. Declaration of Restrictive Covenants filed for record in Book 15311, page 645.
9. Supplemental Certificate of Ownership and Dedication of Southpark Village Investments II LLC recorded in Book 15711, page 1166.
10. Cross Access Easement Agreement by and between Southpark Village Investments II LLC and Gandhi At SPV, LLC recorded in Book 15954, page 2087, and as shown on the Survey.
11. Ground Lease, and restrictions contained therein, by and between Stephens Holly Springs Development Associates, LLC ("Landlord") and Harris Teeter, Inc. ("Tenant"), a memorandum of which is recorded in Book 12003, page 1813; as amended by First Amendment to Memorandum of Ground Lease Agreement recorded in Book 12730, page 1021; as amended by Second Amendment to Memorandum of Lease recorded in Book 13487, page 2189; as amended by Third Amendment to Memorandum of Lease recorded in Book 13614, page 154, as affected by Subordination, Attornment and Nondisturbance Agreement recorded in Book 14060, page 789.