

WAKE COUNTY, NC 132
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/13/2016 15:03:33
STATE OF NC REAL ESTATE
EXCISE TAX: \$2,656.00
BOOK:016566 PAGE:02624 - 02627

Prepared by and after recording return to:
Parker Poe Adams & Bernstein LLP
401 S. Tryon Street, Suite 3000
Charlotte, NC, 28202
Attn.: Stefanie Mitchell

Revenue Stamps: \$2,656.00
PIN: 0669070864

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SPECIAL WARRANTY DEED

THIS DEED, made this 13th day of October, 2016, by **LG SUNSET LAKE, LLC**, a Texas limited liability company ("Grantor"), having a mailing address of c/o Leon Capital Group, 2311 Cedar Springs Road, Suite 200, Dallas, Texas 75201, in favor of **CREEK CLUB, LTD.**, a Florida limited partnership ("Grantee"), having a mailing address of 1981 J.N. Pease Place, Suite 201, Charlotte, NC 28262, Attn.: Larry Sorkin.

WITNESSETH, that 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 Grantee in fee simple, all of that certain tract or parcel of land situated in Holly Springs Township, Wake County, North Carolina described as follows (the "Property"):

Being all of Outparcel #2, containing 1.0300 acres, more or less, as shown on the plat entitled "Recombination & Subdivision Plat for Sunset Lake Commons, Phase 1", prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, recorded in Book of Maps 2005, Page 2440, in the Wake County, North Carolina registry.

Together with the rights granted in that certain Declaration of Easements, Covenants, Conditions and Restrictions for Sunset Lake Road Shopping Center recorded in Book 011718, Page 952, in the Wake County, North Carolina registry.

The Property was acquired by Grantor by an instrument recorded in Book 16129, Page 676 in the Wake County, North Carolina registry. The Property does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple. 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, except for the following exceptions therefrom:

- 1) Ground Lease Agreement with Harris Teeter Properties, LLC dated August 20, 2015, as amended by that certain First Amendment to Ground Lease Agreement dated January 15, 2016.
- 2) Any matters that would be disclosed by an accurate survey of the Property.
- 3) All matters of public record.
- 4) Ad valorem taxes for 2016 and subsequent years.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first written above.

GRANTOR:

LG SUNSET LAKE, LLC,
a Texas limited liability company

By: LG Capital, LLC,
a Texas limited liability company,
its manager

By: 

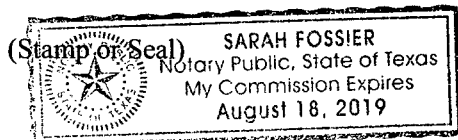
Name: Will Tolliver

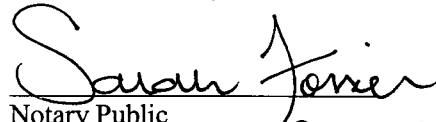
Its: Managing Director

STATE OF TEXAS
COUNTY OF DALLAS

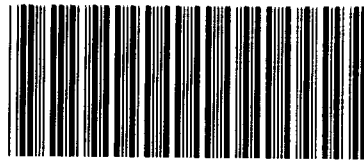
I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that Will Tolliver, personally known to me, personally appeared before me this day and acknowledged that he is the Managing Director of LG Capital, LLC, a Texas limited liability company, the manager of Grantor, and that by authority duly given and as the act of said limited liability company, the foregoing instrument was duly and voluntarily signed in its name by him as its Managing Director, all on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 4 day of October, 2016.




Notary Public
Printed Name of Notary: Sarah Fossier

My Commission Expires: 8/18/19



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Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 4 # of Pages LG