

FOR REGISTRATION
Willie L. Covington
REGISTER OF DEEDS
Durham County, NC
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DEED
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INSTRUMENT # 2014009898
SCEARNEL



STATE OF NORTH CAROLINA

GENERAL WARRANTY DEED
EASEMENT FOR SANITARY SEWER PURPOSES

COUNTY OF
DURHAM

*prepared by Samuel Johnson
shown to WAA PO Box 51579 Durham NC 27717-1579*

THIS DEED OF EASEMENT (the "Deed"), made and executed as of the 27th day of February, 2014, by TREYBURN CORPORATE PARK, LLC, a North Carolina limited liability company ("Grantor"), and PURDUE PHARMA MANUFACTURING L.P., a Delaware limited partnership ("Grantee").

WITNESSETH:

WHEREAS, Grantee intends to enter into a Utility Extension Agreement ("Contract") with the City of Durham ("City") pertaining to the City's provision of water and sewer services to the Grantee's proposed facility in Durham County on property purchased from Grantor and being more particularly described on Exhibit A attached hereto (the "Property"), and Grantor has agreed to permit Grantee to construct a sewer line across a portion of the Grantor's adjacent property to facilitate the Grantee's obligations under the Contract; and

WHEREAS, the Grantor is the Owner of the land described in that deed recorded in Book 3852, Page 261, Durham County Registry and has agreed to convey to the Grantee, according to the terms set forth below, the easement hereinafter described.

NOW, THEREFORE, for valuable consideration paid to the Grantor, receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its successors and assigns, the perpetual non-exclusive right, privilege and easement (the "Easement"), now and hereafter, to construct, repair, replace, operate and maintain a sanitary sewer line (the "Sewer Line"), of which the minimum size shall be a standard eight (8) inch pipe, in, upon, and across the property of the Grantor, which Easement is more particularly located and described as follows:

That area thirty (30) feet wide and approximately three hundred ninety and one-half (390.5) feet in length over, upon, under and across the property of the Grantor, labeled "30' PUBLIC SANITARY SEWER EASEMENT (HEREBY DEDICATED)" as shown on the map prepared by The John R. McAdams Company, Inc. dated January 17, 2014, recorded at Plat Book 193, Pages 86-87, Durham County Registry (the "Easement Area").

The property herein described and conveyed does not include a primary residence.

TO HAVE AND TO HOLD the aforesaid Easement and all privileges and rights thereunto belonging to the Grantee, its successors and assigns forever.

THE FURTHER TERMS AND CONDITIONS of the Easement are as follows:

- 1. The Grantee's rights regarding the Easement, Easement Area and Sewer Line shall

include all of those rights as set forth in the Declaration of Rights and Privileges of the City of Durham in Certain Sanitary Sewer Easements recorded in Book 1510, page 958, Durham County Registry, and Grantee is expressly authorized to grant the City those rights in the Easement Area, and to dedicate to the City all sanitary sewer line-related improvements constructed by or for Grantee in the Easement Area. Grantor agrees to consent and join in any recordable instrument to the extent the fee owner's consent and/or joinder is required for the dedication. In addition to the foregoing, the Grantee shall have the right to go upon the Easement Area from time to time to construct, repair, maintain, operate and replace as necessary the Sewer Line and to remove any trees, shrubs or other vegetation which shall interfere with the construction, maintenance or operation of the Sewer Line. No improvements shall be constructed in the Easement Area which shall interfere with the construction, maintenance or operation of the Sewer Line.

2. The Grantee shall indemnify the Grantor for any cost, liability, damage and claim resulting from (i) the failure of Grantee to design and construct the Sewer Line in the Easement Area in accordance with the City's specifications approved by the City prior to the commencement of construction and (ii) any negligent act or omission of Grantee or its contractors in constructing the said Sewer Line; provided, however, such indemnity shall continue in effect only until the Sewer Line is accepted into and becomes part of the City's public sewer system.

3. The Grantor retains fee simple ownership of the Easement Area through, under and over which the Easement extends, provided, however that no use may be made of the Easement Area which interferes with the full, reasonable use of the Easement, Easement Area and Sewer Line by the Grantee for sanitary sewer purposes.

4. This Deed is executed and delivered pursuant to that certain Option Agreement to Purchase Property between Grantor and Grantee effective as of May 10, 2013, as amended by the First Amendment to Option Agreement to Purchase Property effective October 8, 2013 (as amended, the "Option"), and other land owners shall have the right to use the Sewer Line subject to the terms of Section 6.4(c) of the Option.

AND the Grantor does covenant that it is vested of the Easement Area in fee and has the right to convey the Easement in fee simple; that the same are free from all encumbrances and exceptions other than those set forth on Exhibit B hereto; and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

All references herein to Grantor and Grantee shall include their respective successors and assigns.

(Signatures are on the following page.)

IN WITNESS WHEREOF, the Grantor has executed this Deed under seal as of the day and year first above written.

TREYBURN CORPORATE PARK, LLC,
a North Carolina limited liability company

By: [Signature] (SEAL)
Name: Terry Sanford, Jr.
Title: Manager

STATE OF NORTH CAROLINA
COUNTY OF DURHAM, NC

I, KATHRYN L. YOUNG, a Notary Public of the County and State aforesaid, do hereby certify that TERRY SANFORD JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 27th day of FEBRUARY, 2014.

[Signature]
printed name: KATHRYN L. YOUNG, Notary Public
My commission expires: 11/18/17

(Official Seal)



Exhibit A

The Property

All that certain tract or parcel land lying and being situate in Mangum Township, Durham County, North Carolina, and being more particularly described as follows:

BEING all of that tract designated "New Lot 1" containing 52.01 acres as shown on the plat entitled "Purdue Pharma Manufacturing LP." by The John R. McAdams Company, Inc. dated November 18, 2013, and recorded in Plat Book 192, Pages 366-367, Durham County Registry (the "Plat");

TOGETHER WITH a perpetual non-exclusive easement over, under, and upon International Drive as International Drive is shown on the plats recorded in Plat Book 122, Page 111, Plat Book 135, Page 88, Plat Book 192, Pages 268-269, and on the Plat, all of the Durham County Registry, for the installation and maintenance of utilities to serve the Property and for vehicular and pedestrian ingress, egress, and regress to and from Property to and from Old Oxford Road (SR 1004) (the "Access and Utility Easement"). Notwithstanding anything herein to the contrary, no warranties of any type, neither express nor implied, are given by Treyburn Corporate Park, LLC with respect to the Access and Utility Easement.

Exhibit B

Exceptions

The Easement Area is subject to the following matters:

1. Taxes for the year 2014 and thereafter.
2. Declaration of Restrictive Covenants for Treyburn recorded in Book 1457, Page 844, together with the Assignment of Declarant's Rights and Obligations recorded in Book 1897, Page 1007, and the Assignment of Declarant's Rights and Obligations recorded in Book 2328, Page 568.
3. Declaration of Covenants, Conditions, and Restrictions for Treyburn Association recorded in Book 1457, Page 854, as amended by the following instruments:
 - a. First Amendment recorded in Book 1479, Page 32;
 - b. Second Amendment recorded in Book 1480, Page 908;
 - c. Third Amendment recorded in Book 1516 Page 844;
 - d. Fourth Amendment recorded in Book 1539 Page 32;
 - e. Fifth Amendment recorded in Book 1552, Page 150;
 - f. Sixth Amendment recorded in Book 1582, Page 614;
 - g. Seventh Amendment recorded in Book 1604, Page 867;
 - h. Eighth Amendment recorded in Book 1611, Page 308;
 - i. Ninth Amendment recorded in Book 1613, Page 961 and re-recorded in Book 1627, Page 429;
 - j. Tenth Amendment recorded in Book 1618, Page 937;
 - k. Eleventh Amendment recorded in Book 1689, Page 317;
 - l. Twelfth Amendment recorded in Book 1689 Page 467;
 - m. Thirteenth Amendment recorded in Book 1700, Page 434;
 - n. Fourteenth Amendment recorded in Book 1784, Page 379;
 - o. Fifteenth Amendment recorded in Book 1815, Page 542;
 - p. Sixteenth Amendment recorded in Book 1896, Page 225;
 - q. q Assignment of Declarant Rights and Obligations recorded in Book 1897, Page 1007;
 - r. Agreement recorded in Book 2164, Page 835;
 - s. Seventeenth Amendment recorded in Book 2177, Page 59;
 - t. Eighteenth Amendment recorded in Book 2313, Page 152;
 - u. Assignment of Declarant Rights and Obligations recorded in Book 2328, Page 568;
 - v. Nineteenth Amendment recorded in Book 2492, Page 50 and rerecorded in Book 2540, Page 895;
 - w. Twentieth Amendment recorded in Book 2492, Page 55,
 - x. Twenty-First Amendment recorded in Book 2837, Page 499;
 - y. Twenty-Second Amendment recorded in Book 3066, Page 206;
 - z. Twenty-Third Amendment recorded in Book 3086, Page 359;
 - aa. Twenty-Fourth Amendment recorded in Book 3170, Page 393;

- bb. Twenty-Fifth Amendment recorded in Book 3267, Page 691;
 - cc. Twenty-sixth Amendment recorded in Book 3548, Page 197;
 - dd. Amendment recorded in Book 4600, Page 669;
 - ee. Amendment recorded in Book 4611, Page 505.
4. Declaration Of Covenants, Conditions and Restrictions For Treyburn Nonresidential Owners Association and Design Guidelines recorded in Book 1479, Page 37, as amended by the following instruments:
- a. First Amendment recorded in Book 1480, Page 902;
 - b. Second Amendment recorded in Book 1552, Page 154;
 - c. Third Amendment recorded in Book 1613, Page 965 and rerecorded in Book 1627, Page 434;
 - d. Fourth Amendment recorded in Book 1689, Page 312;
 - e. Fifth Amendment recorded in Book 1689, Page 462;
 - f. Sixth Amendment recorded in Book 1700, Page 437,
 - g. Seventh Amendment recorded in Book 1784, Page 383;
 - h. Assignment of Declarant Rights and Obligations recorded in Book 1897, Page 1007;
 - i. Agreement with respect to Declaration recorded in Book 2164, Page 844 and rerecorded in Book 2171, Page 870;
 - j. Assignment of Declarant Rights and Obligations recorded in Book 2328 Page 568;
 - k. Eighth Amendment recorded in Book 2837, Page 499;
 - l. Ninth Amendment recorded in Book 3066, Page 206;
 - m. Tenth Amendment recorded in Book 3086 Page 359; and
 - n. Eleventh Amendment recorded In Book 3267, Page 693.
5. Assignments of Declarant Rights and Obligations recorded in Book 3852, Page 313 and Book 3852, Page 339. All matters shown on plats recorded in Plat Book 158, Page 135.
6. Easements to Piedmont Electric Membership Corporation recorded in Book 121, Page 507, Book 121, Page 515, Book 276, Page 310, and Book 1440, Page 724.
7. Easement to Carolina Power and Light Company recorded in Book 170, Page 413.
8. Easement to Durham Telephone Company recorded in Book 170, Page 23.
9. Rights of others in and to International Drive.
10. Declarations of Rights and Privileges of the City of Durham in Certain Sanitary Sewer Easements recorded in Book 1223, Page 239, and Book 1510, Page 958.
11. Easement to Duke Power Company recorded in Book 218, Page 193.
12. All matters shown on the Plat described on Exhibit A, and all matters shown on that certain ALTA survey entitled "Purdue Pharma Manufacturing L.P." by Ronald T. Frederick, P.L.S., dated July 17, 2013, last revised January 10, 2014.