

For Registration Sharon A. Davis  
 Register of Deeds :  
 Durham County, NC  
 Electronically Recorded  
**2021 Dec 29 08:49 AM**  
**Book: 9574 Page: 599**  
 NC Rev Stamp: \$ 72191.00 Fee: \$ 26.00  
 Instrument Number: 2021065979  
 DEED

Excise Tax: \$ 72,191.00

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Verified by \_\_\_\_\_ County on  
 the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_

Mail after recording to: Grantee

This instrument was prepared by: Jones Day; reviewed for compliance with North Carolina law by Kennon Craver, PLLC without benefit of title examination

Brief Description for the index:  
 Patterson Place, Phase 2, Lot 2D

**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS DEED made this the 29<sup>th</sup> day of December, 2021, by and between

GRANTOR	GRANTEE
<p><b>BP Phase2 LLC,</b>                      a North Carolina limited liability company</p> <p><u>Tax Mailing Address</u>                      c/o BP Phase2, LLC                      P.O. Box 992630                      Redding, CA 96099-2630                      (required for recording)</p>	<p><b>LIPT MCFARLAND DRIVE, LP,</b>                      a Delaware limited partnership,</p> <p><u>Tax Mailing Address</u>                      c/o LIPT McFarland Drive, LP                      333 West Wacker Drive, Suite 2300                      Chicago, Illinois 60606                      (required for recording)</p>
<p>Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.</p>	

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 does \_\_\_ or does not X include the primary residence of Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 6092, Page 529 in the Durham County Public Registry.

A map showing the above described property is recorded in Plat Book 184, page 83.

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, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the aforesaid lot or parcel of land unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor but not otherwise.

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, except for the exceptions hereinafter stated:

See attached Exhibit B which is attached hereto and made a part hereof by reference.

[Signature and acknowledgement page(s) follow.]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed the day and year first above written.

BP Phase2 LLC,  
a North Carolina limited liability company

By: \_\_\_\_\_  
J. Michael Waldroup, its Co-Manager

By: Marc Waldroup  
Marc Waldroup, its Co-Manager

STATE OF NEVADA

COUNTY OF Washoe

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marc Waldroup personally and voluntarily appeared before me this day and acknowledged that s/he is the CO-MANAGER of BP PHASE2, LLC, a North Carolina Limited Liability Company and that by the authority duly given, and as the act of said company, the foregoing instrument was signed in its name.

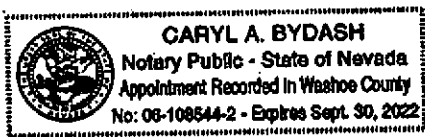
Witness my hand and official seal, this the 22 day of December, 2021.

Caryl A. Bydash  
Notary Public

Name typed/printed: Caryl A Bydash

(SEAL)

My Commission Expires: 09/30/2022



IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed the day and year first above written.

BP Phase2 LLC,  
a North Carolina limited liability company

By: J. Michael Waldroup  
J. Michael Waldroup, its Co-Manager

By: \_\_\_\_\_  
Marc Waldroup, its Co-Manager

STATE OF North Carolina  
COUNTY OF Durham

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Michael Waldroup personally and voluntarily appeared before me this day and acknowledged that s/he is the Co-Manager of BP Phase 2 LLC, a NC limited liability company and that by the authority duly given, and as the act of said company, the foregoing instrument was signed in its name.

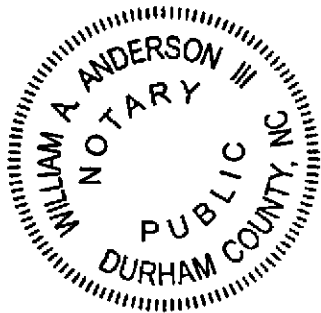
Witness my hand and official seal, this the 22 day of December, 2021.

\_\_\_\_\_  
Notary Public

Name typed/printed: William A. Anderson, III

My Commission Expires: 02/13/2024

(SEAL)



**EXHIBIT A**

**Legal Description**

**BEING all of Lot 2D containing 18,233 square feet, more or less, as shown on the plat recorded in Plat Book 184, Page 83, Durham County Registry.**

**EXHIBIT B**

**Permitted Encumbrances**

1. [Intentionally deleted.]
2. Taxes for the year 2021 due and payable, a lien not yet due and payable, and all subsequent years.
3. Terms, provisions, covenants, conditions, easements and restrictions as provided in Declaration of Restrictions, recorded in Book 2759, Page 263, Durham County Registry.
4. Terms, provisions, covenants, conditions, easements and restrictions as provided in Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions, recorded in Book 6032, Page 12; as affected by Agreement in Book 6445, Page 656; as affected in Book 6092, Page 534; as amended in Book 6106, Page 259; as further amended in Book 6952, Page 532; and as further amended in Book 8359, Page 826, Durham County Registry.
5. Easements and any other facts as shown on plat recorded in Plat Book 177, Page 381, Plat Book 177, Page 384, Plat Book 159, Page 183, Plat Book 159, Page 185, Plat Book 159, Page 237, Plat Book 159, Page 239, Plat Book 159, Page 241, Plat Book 159, Page 243, Plat Book 145, Page 113, Plat Book 184, Page 83, Plat Book 185, Page 151, Plat Book 185, Page 307, Plat Book 187, Page 291 and Plat Book 190, Page 191, Durham County Registry.
6. Easements to Duke Power Company recorded in Book 147, Page 245, Book 217, Page 542, Book 218, Page 196, Book 238, Page 69, Book 253, Page 243 and Book 318, Page 553, Durham County Registry.
7. Right of Way Agreement to Duke Power Company, a North Carolina corporation recorded in Book 318, Page 553, Durham County Registry.
8. Right of Way Easement to Durham Public Service Company recorded in Book 121, Page 562, Durham County Registry.
9. Terms, provisions, covenants, conditions, easements and restrictions as provided in Reciprocal Easement and Operation Agreement, recorded in Book 2759, Page 201; and as amended in Book 3800, Page 555, Durham County Registry.
10. Stormwater Easement and Maintenance Agreement by and among Boulevard Properties LLLP, a North Carolina limited liability limited partnership, The Barnyard LLC, a California limited liability company, LH Boulevard LLC, a North Carolina limited liability company, Inland-Sau Durham Patterson, L.L.C., a Delaware limited liability company and Harris/Patterson Place LLC, a North Carolina limited liability company recorded in Book 5432, Page 107, Durham County Registry.
11. Signage Easement and Maintenance Agreement by and among Boulevard Properties LLLP, a North Carolina limited liability limited partnership, The Barnyard LLC, a California limited liability company, LH Boulevard LLC, a North Carolina limited liability company, Inland-Sau Durham Patterson, L.L.C., a Delaware limited liability company and Harris/Patterson Place LLC, a North Carolina limited liability company recorded in Book 5432, Page 133, Durham County Registry.
12. Terms, provisions, covenants, conditions, easements and restrictions as provided in Declaration of Agreements, recorded in Book 5432, Page 163, Durham County Registry.
13. Right of Way Agreement to Duke Energy Carolinas, LLC recorded in Book 5978, Page 149, Durham County Registry.

14. Terms and provisions of that certain unrecorded Lease executed by and among LH Boulevard LLC, a North Carolina limited liability company, The Boulevard Properties Limited Partnership, a North Carolina limited liability company and Bed Bath & Beyond Inc., a New York corporation dated July 21, 2003 as evidenced by a Memorandum of which is recorded in Book 4143, Page 127, Durham County Registry.

15. Terms, provisions, covenants, conditions, easements and restrictions as provided in Operation and Easement Agreement, recorded in Book 4102, Page 314; as affected in Book 4788, Page 488; and as further affected in Book 6089, Page 752, Durham County Registry.

16. Right of Way Agreement to Duke Energy Carolinas, LLC recorded in Book 6074, Page 337, Durham County Registry.

17. Signage Agreement to Mt. Moriah Construction Development LLC, a North Carolina limited liability company recorded in Book 6106, Page 278, Durham County Registry.

20. Declaration of Rights and Privileges of the City of Durham in Certain Sanitary Sewer Easements to City of Durham recorded in Book 1510, Page 958, Durham County Registry.

21. Utility Easement to Public Service Company of North Carolina, Incorporated, a South Carolina corporation recorded in Book 6335, Page 713, Durham County Registry.

22. Terms, provisions, covenants, conditions, easements and restrictions as provided in Restriction Agreement, recorded in Book 6445, Page 647, Durham County Registry.

23. Memorandum of Agreement by and between BP Phase2 LLC, a North Carolina limited liability company and Private Diagnostic Clinic, PLLC, a North Carolina professional limited liability company, recorded in Book 6514, Page 411, Durham County Registry.

24. Terms and provisions of that certain unrecorded Lease executed by BP Phase2 LLC, a North Carolina limited liability company to Private Diagnostic Clinic, PLLC, a North Carolina professional limited liability company dated February 5, 2009 as evidenced by a Memorandum of which is recorded in Book 6137, Page 484, Durham County Registry.

25. Terms and provisions of that certain unrecorded Lease executed by BP Phase2 LLC, a North Carolina limited liability company to RTP Wellness Clinic, LLC, a North Carolina limited liability company dated December 1, 2010 as evidenced by a Memorandum of which is recorded in Book 6616, Page 735, Durham County Registry.

26. Terms, provisions, covenants, conditions, easements and restrictions as provided in Declaration of Restrictive Covenants, recorded in Book 6964, Page 823, Durham County Registry.

27. Terms, provisions, covenants, conditions, easements and restrictions as provided in Memorandum of Agreement and Declaration of Restrictive Covenants, recorded in Book 7404, Page 433, Durham County Registry.

28. Guying Easement to Duke Energy Carolinas, LLC, a North Carolina limited liability company recorded in Book 8935, Page 41, Durham County Registry.