

09/22/2022 10:37:24AM

BT: OPR B: 9786 P: 199 Pages: 6

DEED - DEED

Fee: \$140,826.00 Excise Tax: \$140800.00

INSTRUMENT #2022037675

Tonya Redfearn

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax - \$ <u>140,800.00</u>	Recording Time, Book and Page
-----------------------------------	-------------------------------

Parcel Identifier No. 0728-19-34-0978

Mail after recording to: **New Southpoint Glen, LLC, 8902 N. Meridian Street, Suite 205, Indianapolis, IN 46260**

This instrument was prepared by: John Suhr, Jr., Nelson Mullins Riley & Scarborough, LLP, 301 South College Street, 23rd Floor, Charlotte, North Carolina 28202

Brief Description For The Index: **Southpoint Glen Apartments, 5800 Tattersall Drive, Durham, NC 27713**

THIS DEED made this 21st day of September, 2022, by and between

GRANTOR	GRANTEE
SOUTHPOINT GLEN PROPERTY, LP, a Delaware limited partnership	NEW SOUTHPOINT GLEN, L.L.C, an Indiana limited liability company
1010 Wisconsin Avenue NW, Suite 605	8902 N. Meridian Street, Suite 205
Washington, DC 20007	Indianapolis, IN 46260

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.

Error! Unknown document property name.

WITNESSETH, that Grantor, for a valuable consideration paid by 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 that certain lot or parcel of land situated in the Durham County, North Carolina and more particularly described as follows:

See EXHIBIT A, attached hereto and incorporated herein by this reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8539, Page 564, Durham County Public Registry.

The property hereinabove described does not include the personal residence of the Grantor.

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 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.

Title to the property is subject to the following exceptions:

See EXHIBIT B, attached hereto and incorporated herein by this reference.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, the day and year first above written.

GRANTOR:

SOUTHPOINT GLEN PROPERTY, LP, a
Delaware limited partnership

By: Southpoint Glen Property, LLC, a Delaware
limited liability company, its General Partner

By: [Signature]
Name: Cornelis F.W. Brügger
Title: President
Date executed by Seller: _____

DISTRICT OF COLUMBIA

I, Ann Marie Avellino, a Notary Public for the District of Columbia, Washington D.C. hereby certify that Cornelis F.W. Brügger personally came before me this day and acknowledged that he is the President of Southpoint Glen Property, LLC, a Delaware limited liability company, which is the general partner of Southpoint Glen Property. LP, a Delaware limited partnership, and that he, as President, being authorized to do so, executed the foregoing on behalf of said limited partnership.

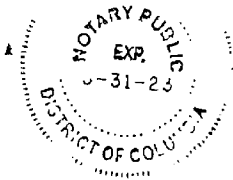
WITNESS my hand and official seal, this the 7 day of Sept., 2022.

My commission expires: 3/31/23

Notary Public [Signature]

[NOTARY SEAL]

Print Name: _____



ANN MARIE AVELLINO
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 31, 2023

Exhibit "A"

LEGAL DESCRIPTION

Real property in the City of Durham, County of Durham, State of North Carolina, described as follows:

Lying and being situate in Durham County, North Carolina, and being more particularly described as follows:

Commencing at the intersection of Fayetteville Road and Geneva Drive thence S 26 deg. 58' 27" W 1189.93 feet to a SIR on the right of way line of Fayetteville Road, the point of BEGINNING; thence from said point of beginning with the right of way of Fayetteville Road N 28 deg. 16' 28" E 6.43 feet to a FIR; thence S 60 deg. 59' 28" E 4.18 feet to a FIR; thence N 28 deg. 58' 01" E 21.99 feet to a FIR; thence N 61 deg. 26' 29" W 4.40 feet to a FIR; thence N 28 deg. 17' 17" E 169.69 feet to a SIR; thence N 28 deg. 13' 34" E 23.59 feet to a SIR; thence N 28 deg. 17' 10" E 76.53 feet to a SIR; thence N 30 deg. 07' 15" E 993.57 feet to a SIR; thence N 60 deg. 05' 28" E 11.47 feet to a FIR; thence N 29 deg. 55' 27" E 21.97 feet to a FIR; thence N 60 deg. 04' 58" W 11.42 feet to a FIR; thence N 30 deg. 05' 52" E 74.26 feet to a SIR; thence N 30 deg. 47' 42" E 12.42 feet to a SIR; thence S 79 deg. 42' 01" E 211.40 feet to a FIP; thence S 79 deg. 39' 57" E 649.59 feet to a SIR; thence S 79 deg. 35' 13" E 13.86 feet to a SIR; thence S 13 deg. 05' 14" W 179.62 to a SIR; thence S 35 deg. 53' 38" W 118.99 feet to a FIP; thence S 35 deg. 43' 11" W 214.08 feet to a FIP; thence S 27 deg. 27' 40" W 352.10 feet to a SIR; thence S 36 deg. 04' 24" W 244.97 feet to a FIP; thence S 14 deg. 20' 46" W 48.50 feet to a SIR; thence S 86 deg. 25' 39" W 114.92 feet to a FIP; thence S 27 deg. 57' 54" W 102.96 feet to a FIP; thence S 48 deg. 43' 02" W 323.40 feet to a SIR; thence N 66 deg. 48' 39" W 674.44 feet to the point of BEGINNING, containing 28.05 acres or 1,222,005 square feet.

The above being also described as follows:

All that certain tract or parcel of land situated in the City of Durham, County of Durham and State of North Carolina and being more particularly described as follows:

Commencing at the intersection of Fayetteville Road and Geneva Drive;

Thence running S 26 deg. 58' 27" W 1189.93 feet to a 5/8" iron pin set on the easterly right-of-way line of Fayetteville Road and being the point of BEGINNING;

Thence, following aforementioned southerly right-of-way line the following thirteen (13) bearings and distances;

1. N 28°16'28" E, 6.43 feet to a found 1/2 inch iron rebar;
2. N 60°59'28" E, 4.18 feet to a found 1/2 inch iron rebar;
3. N 28°58'01" E, 21.99 feet to a found 1/2 inch iron rebar;
4. N 61°26'29" W, 4.40 feet to a found 1/2 inch iron rebar;
5. N 28°17'17" E, 169.69 feet to a set 5/8 inch iron pin;
6. N 28°13'34" E, 23.59 feet to a set 5/8 inch iron pin;
7. N 28°17'10" E, 76.53 feet to a set 5/8 inch iron pin;
8. N 30°07'15" E, 993.57 feet to a found 1/2 inch iron rebar;
9. S 60°05'28" E, 11.47 feet to a found 1/2 inch iron rebar;
10. N 29°55'27" E, 21.97 feet to a found 1/2 inch iron rebar;
11. N 60°04'58" W, 11.42 feet to a found 1/2 inch iron rebar;
12. N 30°05'52" E, 74.26 feet to a 1/2 iron pipe found in concrete;
13. N 30°47'42" E, 12.42 feet to a 1/2 inch iron pipe;

Thence, turning and leaving said right-of-way, S 79°42'01" E, 211.40 feet to a set 5/8 inch iron pin; Thence, S 79°39'57" E, 649.59 feet to a set 5/8 inch iron pin; Thence, S 79°35'13" E, 13.86 feet to 5/8 inch iron pin set along the northerly right-of-way line of Woodsoft Parkway; Thence, along mentioned westerly right-of-way line S 13°05'14" W, 179.62 feet to a set 5/8 inch iron pin; Thence, turning and leaving said right-of-way the following nine (9) bearings and distances;

1. S 35°53'38" W, 118.99 feet to a found 1/2 inch iron pipe;
2. S 35°43'11" W, 214.08 feet to a found 1/2 inch iron pipe;
3. S 27°27'40" W, 352.10 feet to a set 5/8 inch iron pin;
4. S 36°04'24" W, 244.97 feet to a found 1 inch pinched-top iron pipe;
5. S 14°20'46" W, 48.50 feet to a set 5/8 inch iron pin;
6. S 86°25'39" W, 114.92 feet to a found 1" iron pipe;
7. S 27°57'54" W, 102.96 feet to a set 5/8 inch iron pin;
8. S 48°43'02" W, 323.40 feet to a set 5/8 inch iron pin;
9. N 66°48'39" W, 647.44 feet to the Point of Beginning and containing 28.053 acres (1,222,007 square feet) of land, more or less.

Exhibit "B"

Permitted Exceptions

1. Taxes for the year 2022 due and payable, a lien not yet due and payable, and all subsequent years.
2. Easements and any other facts as shown on the following plats, including but not limited to the following, all recorded in the Durham County Registry:
 - Book 114, Page 11:
 - a. 8' sanitary sewer easement.
 - b. 25' utility easement.
 - c. Duke Power Company easement.
 - Book 155, Page 257:
 - a. Temporary construction easement.
 - Book 155, Page 259:
 - a. Proposed right of way.
 - b. Temporary construction easement.
 - c. Permanent drainage easement.
 - Book 155, Page 261:
 - a. Temporary construction easement.
 - b. Proposed right of way.
 - Book 167, Page 55:
 - a. Proposed construction maintenance easement for signal lights.
 - b. 68' wide Duke Power right of way.
3. Permanent drainage easement and temporary construction easement to City of Durham, a N.C. municipal corporation recorded in Book 3602, Page 898, Durham County Registry.
4. Easement and Maintenance Agreement to TICON Sync Partnership, and its successors and assigns recorded in Book 5396, Page 271, Durham County Registry.
5. Easement(s) to Duke Power Company recorded in Book 1324, Page 165; Book 1371, Page 961; Book 1389, Page 433; and Book 1396, Page 351, Durham County Registry.
6. Deed of Easement to General Telephone Company of the South recorded in Book 1386, Page 500. Durham County Registry.
7. Memorandum of Agreement by and between Time Warner Entertainment- Advance/Newhouse Partnership a New York General Partnership, through its Raleigh Division, d/b/a Time Warner Cable ("Time Warner") and Innesbrook Investment Group, Inc., d/b/a Innesbrook Apartments recorded in Book 2737, Page 972, Durham County Registry.
8. Easement and Memorandum of Agreement by and between Southpoint Glen Property GP, LLC and Spectrum Southeast. LLC recorded in Book 8782, Page 521, Durham County Registry.