

WAKE COUNTY, NC 45
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/10/2022 10:24:27
STATE OF NC REAL ESTATE
EXCISE TAX: \$184,000.00
BOOK:018875 PAGE:02190 - 02197

ENV

1042
FEDEX

Prepared by: Shearman & Sterling LLP, 599 Lexington Avenue, New York NY 10022

Mail after recording to: ~~EP Raleigh, LLC c/o ElmTree Funds, LLC, 120 South Central Avenue, Suite 300, St. Louis, MO 63105~~ Alexa Fritz First American Title Insurance Co

Excise Tax: \$184,000

1201 Walnut ST STE 700
Kansas City, MO 64106

Parcel ID: Out of 0736-39-4013

SPECIAL WARRANTY DEED

THIS DEED, made as of this 6th day of January, 2022, by and between CREDIT SUISSE (USA), INC., a Delaware corporation, with an address of Eleven Madison Avenue, New York, NY 10010 hereinafter called "Grantor"; and ET Raleigh, LLC, a Delaware limited liability company, with an address at c/o ElmTree Funds, LLC, 120 South Central Avenue, Suite 300, St. Louis, Missouri 631105, hereinafter called "Grantee";

WITNESSETH:

That Grantor for and in consideration of the sum of One Hundred Dollars (\$100.00), and other good and valuable considerations, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed and by these presents does give, grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, those certain tracts of land ("Property") located in the Research Triangle Park, Wake County, North Carolina, as described on Exhibit A as attached hereto.

TO HAVE AND TO HOLD the aforesaid tracts of land, together with all rights, privileges and appurtenances thereunto in any wise belonging unto it, the Grantee, its successors and assigns, in fee simple forever.

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 such persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

This conveyance is made subject to the exceptions set forth in Exhibit B which is attached hereto and made part hereof.

Grantor hereby also grants, bargains, sells and conveys to Grantee a permanent non-exclusive open space easement ("Open Space Easement") over all of that property designated "Natural Area Preserve" ("Open Space Easement Property") and allocated to "New Lot 5A" on the plat recorded in Book of Maps 2021, Page 1983-1985, Wake County Registry, for use primarily as permanent open space providing environmental, scenic or recreational benefits to the Property satisfying the requirements of Section I-1-36(C) of the Wake County Zoning Ordinances or the open space, buffer or similar requirements of any other applicable zoning or land use laws.

All or a portion of the Property does not include the primary residence of Grantor.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN TESTIMONY WHEREOF, Credit Suisse (USA), Inc., has caused this instrument to be signed in its corporate name by its Managing Director, on the date first written above.

CREDIT SUISSE (USA), INC.,
a Delaware corporation

By: *Keith Miller*
Name: Keith Miller
Title: Managing Director

State of New York

County of New York

I, JOAN A. ALBERT, a Notary Public of New York County and State aforesaid, certify that Keith Miller personally came before me this day and acknowledged that he is Managing Director of Credit Suisse (USA), Inc., a Delaware corporation, and that he as Managing Director being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 15th day of December, 2021.

Joan A. Albert
Notary Public
Printed Name: JOAN A. ALBERT
My Commission Expires: MAY 24, 2022

[Notary Seal]

JOAN A. ALBERT
Notary Public, State of New York
Reg. No. 01AL6222641
Certificate Filed in New York County
Commission Expires May 24, 20 22

EXHIBIT A

Legal Description

Being all that tract of land identified as "New Site 5A" containing approximately 27.23 acres located in Research Triangle Park as shown on that map entitled "Research Triangle Park Site 5" as recorded in the Book of Maps 2021, Pages 1983–1985, Wake County Registry.

Together with non-exclusive open space easements granted by (I) Special Warrant Deed Recorded in Book 12013 Page 792 and amended by North Carolina Special Warranty Deed recorded in Book 16902 Page 1667 as shown as "EXISTING NAP AREA ALLOCATED FOR NEW SITE 5A" in Book of Maps 2021 Page 1983 and (II) Deed of Easement recorded in Book 13950 Page 619 as shown as "NAP AREA ALLOCATED TO NEW SITE 5A" in Book of Maps 2021 Page 1985 in the office of the Register of Deeds for Wake County, North Carolina.

Together with non-exclusive common area easements for driveway, drainage areas and common utility facilities established in the reciprocal easement agreement recorded in Book 18830, Page 2002.

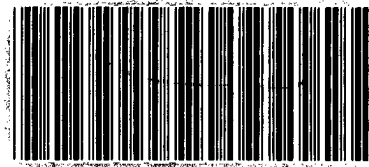
EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.
2. Encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, lack of access, violated plat building lines, or any matters not of record, which would be disclosed by an accurate survey and inspection of the land.
3. Rights of parties in possession as tenants, as tenants only, under unrecorded leases.
4. Easements and/or Right of Way Deeds to Duke Power Company as recorded in Book 1262, Page(s) 51 and Book 1262, Page 53; Book 1262, Page 186; Book 1306, Page 330 and Page 334; Book 1369, Page 568 and Book 1389, Page 570, all of the Wake County Registry, reference being made to the records thereof for the full particulars.
5. Easement(s) to Carolina Power & Light Company as recorded in Book 1008, Page(s) 402 and 411, and Book 9527, Page 2318, all of the Wake County Registry, reference being made to the records thereof for the full particulars.
6. Right of Way Agreement unto Public Service Company of North Carolina, Inc. as recorded in Book 1381, Page(s) 162, of the Wake County Registry, reference being made to the records thereof for the full particulars.
7. Sanitary Sewer Easements to Wake County as recorded in Book 12638, Page 946; Book 10555, Page 2768, Book 7570, Page 70 and Book 4783, Page 360 of the Wake County Registry, reference being made to the records thereof for the full particulars.
8. Terms, provisions, covenants, conditions, restrictions, any and all rights, easements, charges, assessments and liens provided for in that Instrument as recorded in Book 1663, Page(s) 559, of the Wake County Registry, reference being made to the records thereof for the full particulars.
9. Covenants, conditions, restrictions, rights, options, agreements, and provisions set forth in that Special Warranty Deed as recorded in Book 12013, Page(s) 792, and Book 16902, Page 1667, of the Wake County Registry, reference being made to the records thereof for the full particulars.
10. Easements, Setback Lines and any other facts shown on those Plats in Book of Maps 2002, Page(s) 13; Book of Maps 2003, Page 511; Book of Maps 2005, Page 1377-1378; Book of Maps 2021, Pages 1983-1984; Book of Maps 2019, Page 711-712; Book of Maps 2019, Pages 145-146; Book of Maps 2018, Pages 428-429; Book of Maps 2017, Pages 1804-1805; Book of Maps 2012, Page 1394; Book of Maps 2010, Pages 331-332; Book of Maps 2009, Pages 1009-1010; Book of Maps 2007, Pages 416-417; Book of Maps 2005, Page 974; Book of Maps 2001, Page 206, Plat Book 168, Page 94 and Plat Book 168, Page 97, all of the Wake County Registry, reference being made to the records thereof for the full particulars.
11. Terms and conditions of that Stormwater Agreement as recorded in Book 17422, Page(s) 2515 and related Stormwater Control Structure Maintenance Agreement recorded in Book 17422, Page 2519, of the Wake County Registry, reference being made to the records thereof for the full particulars.
12. Easement(s) to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC") as recorded in Book 17129, Page(s) 2605, of the Wake County Registry, reference being made to the records thereof for the full particulars.
13. Terms and conditions of that Joint Access Agreement as recorded in Book 15097, Page(s) 2371, of the Wake County Registry, reference being made to the records thereof for the full particulars.

14. Easements reserved by Special Warranty Deeds as recorded in Book 12013, Page(s) 792, and Book 16902, Page 1667, of the Wake County Registry, reference being made to the records thereof for the full particulars.
15. Drainage Easements to the Department of Transportation, an agency of the State of North Carolina recorded in Book 13797, Page 490, and Book 5455, Pages 547, all of the Wake County Registry, reference being made to the records thereof for the full particulars.
16. Easement(s) to Progress Energy Carolinas, Inc., a North Carolina public service corporation, as recorded in Book 10934, Page(s) 385, of the Wake County Registry, reference being made to the records thereof for the full particulars.
17. Utility Station and Pipeline Easements unto Public Service Company of North Carolina, Incorporated, a South Carolina corporation dba PSNC Energy as recorded in Book 11522, Page(s) 1019, of the Wake County Registry, reference being made to the records thereof for the full particulars.
18. Right(s) of Way Agreement unto Duke Energy Carolinas, LLC as recorded in Book 12272, Page(s) 2671; Book 15275, Page 820 and Book 15301, Page 1429 (as affected by Scrivener's Error Affidavit recorded in Book 15728, Page 215), all of the Wake County Registry, reference being made to the records thereof for the full particulars.
19. Amended and Restated Conditions, Covenants, Restrictions and Reservations Affecting the Research Triangle Park as recorded in Book 15698, Page(s) 823, as affected by that (Corrected) Amended and Restated Conditions, Covenants, Restrictions and Reservations Affecting the Research Triangle Park as recorded in Book 15768, Page(s) 2175, affected by First Amendment recorded in Book 17313, Page 105, and as affected by that Declaration of Removal of Territory from the Service District and from RTP Declaration of Covenants recorded in Book 16433, Page 740, of the Wake County Registry, reference being made to the records thereof for the full particulars. NOTE: Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
20. Terms, provisions, covenants, conditions, restrictions, any and all rights, easements, charges, assessments and liens provided for in those Instruments recorded in Book 3679, Page(s) 26, Book 3679, Page 41; Book 3679, Page 48; Book 3679, Page 53; Book 6098, Page 683 and Book 8653, Page 1174, all of the Wake County Registry, reference being made to the records thereof for the full particulars.
21. Deeds of Easement for Jogging Trail as recorded in Book 8113, Page(s) 248; Book 8340, Page 1149; Book 8519, Page 1 and Page 8 of the Wake County Registry, reference being made to the records thereof for the full particulars.
22. Terms and conditions of those Agreements as recorded in Book 14072, Page(s) 1514, 1516, 1518 and 1520, all of the Wake County Registry, reference being made to the records thereof for the full particulars.
23. Utility Pipeline Easement unto Public Service Company of North Carolina, Incorporated, a South Carolina corporation, dba PSNC Energy as recorded in Book 11522, Page(s) 1009 of the Wake County Registry, reference being made to the records thereof for the full particulars.
24. Permanent Conservation Easements to Durham-Wake Counties Research and Production District as recorded in Book 10683, Page(s) 1591 and Book 10683, Page 1600, affected by Amended and Restated Permanent Conservation Easement recorded in Book 11293, Page 2237, of the Wake County Registry, reference being made to the records thereof for the full particulars.
25. Permanent Drainage and Utility Easement as recorded in Book 15565, Page(s) 327 of the Wake County Registry, reference being made to the records thereof for the full particulars.

- 26. Communications Systems Right of Way and Easement Agreement to American Telephone and Telegraph Company as recorded in Book 4245, Page(s) 445, as affected by Amendment to Right of Way and Easement recorded in Book 8563, Page 1932, of the Wake County Registry, reference being made to the records thereof for the full particulars.
- 27. Deed of Easement as recorded in Book 13950, Page(s) 619 of the Wake County Registry, reference being made to the records thereof for the full particulars.
- 28. The creation or loss of land by natural or artificial changes along water forming part of the boundary of the land; and/or title to land lying below the higher of the mean high water mark and/or the normal bounds of any body of water; and/or riparian rights of others in and to the waters of any branches, rivers, creeks, streams, lakes or other waters which join or traverse the lands.
- 29. Concurrent rights of others to use the easement described in Exhibit A (the legal description).
- 30. Deed of Easement as recorded in Book 018830, Page(s) 02002-0204, of the Wake County, NC, Register of Deeds.



BOOK:018875 PAGE:02190 - 02197



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

**Tammy L. Brunner
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

8 # of Pages *J*