

ER

LC



20150227000035670 DEED  
Bk:RB5912 Pg:308  
02/27/2015 02:14:53 PM 1/5

DML

FILED Mark Chilton  
Register of Deeds, Orange Co, NC  
Recording Fee: \$26.00  
NC Real Estate TX: \$1894.00

LC

AREA ABOVE LINE RESERVED FOR REGISTER OF DEEDS

Prepared by: D. R. Bryan, Jr., Attorney

Return to: Grantee at: 77 VilCom Center Circle, Suite 101, Chapel Hill,  
NC 27514

PIN: 9880469322.020 LKB

N.C. Excise Tax \$1,894.00

### GENERAL WARRANTY DEED

THIS DEED, made this 23rd day of February, 2015, by and between REDWING LAND, LLC, a North Carolina limited liability company, hereinafter referred to as "Grantor," whose mailing address is 400 Market Street, Suite 115, Chapel Hill, NC 27516; and

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, FORGERS AND HELPERS, AFL-CIO, a 501(c)(5) tax exempt labor union, hereinafter referred to as "Grantee," whose mailing address is 753 State Avenue, Suite 565, Kansas City, KS 66101;

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the Grantee in fee simple all that certain tract or parcel of land situate, lying and being in the Town of Chapel Hill, Chapel Hill Township, Orange County, North Carolina, and more particularly described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.



The property described above was acquired by Grantor by instrument recorded in Book 4403, Page 166, Orange County Registry, in Book 4026, Page 68, Orange County Registry.

**TO HAVE AND TO HOLD** this tract or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee in fee simple forever.

And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property described above is subject to all matters set forth on Exhibit B attached hereto and made a part hereof; unviolated restrictive covenants of record; and utility easements of record that do not materially affect the value of the property conveyed herein, if any. There is also conveyed all easements of record that benefit the property described herein, if any.

The designation Grantor and Grantee as used herein shall include the parties hereto, their heirs, successors, assigns and legal and/or personal representatives.

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 officer by authority of its Board of Directors, the year and day first above written.

**REDWING LAND, LLC, a North Carolina  
limited liability company, Grantor**

By: 

**D. R. Bryan, Jr., Member-Manager**

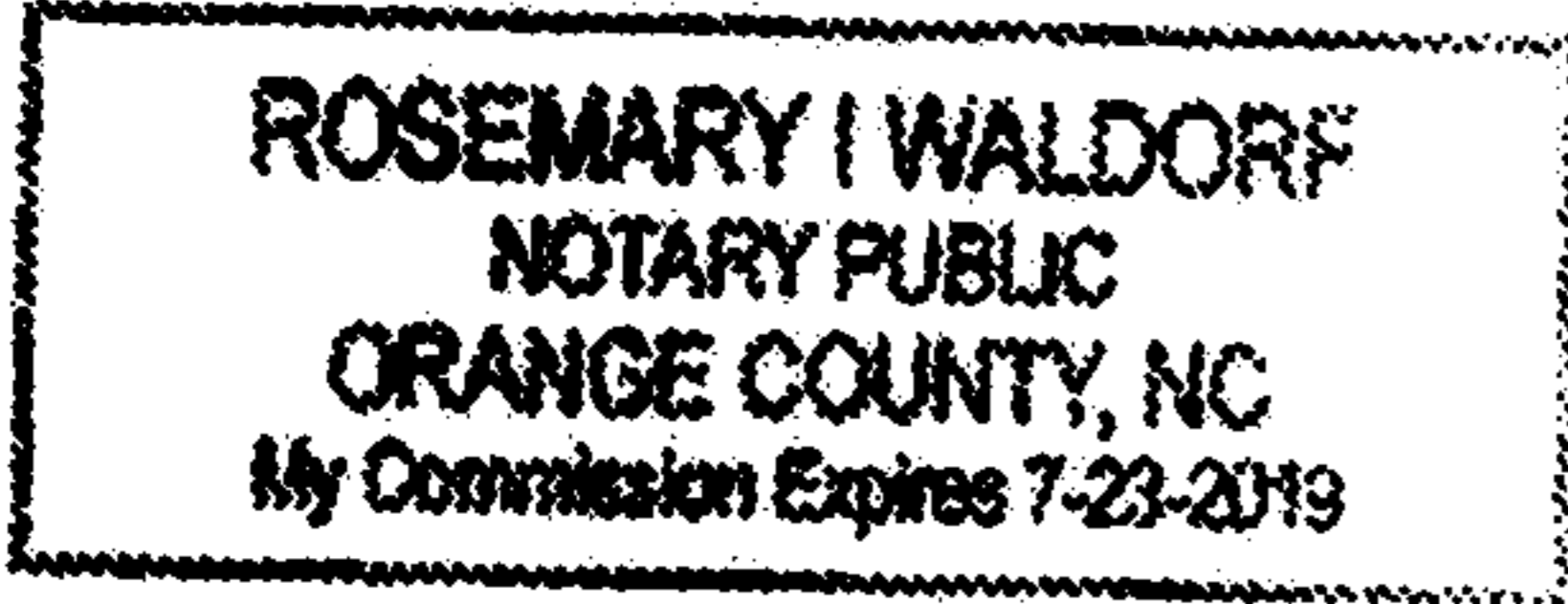


STATE OF NORTH CAROLINA

COUNTY OF DYANGE

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that D. R. Bryan, Jr., Member-Manager of REDWING LAND, LLC, a North Carolina limited liability company, Grantor, personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

WITNESS my hand and official stamp or seal, this the 25<sup>th</sup> day of February, 2015.



Rosemary I. Waldorf  
Notary Public  
Rosemary I. Waldorf  
Typed/Printed Name of Notary Public

(NOTARIAL SEAL)

My commission expires 7-23-19

**EXHIBIT A**

BEING all of Unit Number 210 of Dawson Hall Condominium as described in the Declaration of Condominium of Dawson Hall Condominium, dated April 14, 2009 and as recorded in Book 4711, Page 491, Orange County Registry, as amended in the First Amendment to the Declaration of Condominium of Dawson Hall, dated October 22, 2009, and as recorded in Book 4844, Page 31, Orange County Registry, as amended in the Second Amendment to the Declaration of Condominium of Dawson Hall, dated August 27, 2010, and as recorded in Book 5003, Page 27, Orange County Registry, which condominium unit is further and more particularly described in those certain plats recorded in Plat Book 105, Pages 40 through 48, Orange County Registry, and in the certain plat recorded in Plat Book 106, Page 50, Orange County registry, and in that certain plat recorded in Plat Book 107 Page 110-111, Orange County Registry, as amended in the Third Amendment to the Declaration of Condominium of Dawson Hall, dated June 30, 2011, and as recorded in Book 5182, Page 120, Orange County Registry, as amended in the Fourth Amendment to the Declaration of Condominium of Dawson Hall, dated May 21, 2014, and as recorded in Book 5799, Page 248, as amended in the Fifth Amendment to the Declaration of Condominium of Dawson Hall, dated February 11, 2015, and as



recorded in Book 5910, Pages 118-121, and 129, and in that certain plat recorded in Plat Book 114, Page 49, Orange County Registry, all to which reference is hereby made for a more particular description of same, together with an undivided interest in the common elements of said condominium as more particularly set forth in the Declaration of Condominium as amended, which undivided interest shall automatically change in accordance with the Declaration of Condominium as the same may be amended.

Grantee, by accepting this Deed, hereby assumes and agrees to be bound by and comply with all the terms of the Declaration of Condominium, the bylaws of the Dawson Hall Condominium Association, Inc., any Rules and Regulations made thereunder, including, but not limited to, the obligation to pay assessments which may be levied against said Unit for the maintenance and operation of the condominium.

#### **EXHIBIT B ENCUMBRANCES**

1. Taxes for the year 2015, and subsequent years, not yet due and payable.
2. Easement to Duke Power Company recorded in Book 206 at Page 316, in Book 238 at Page 1117, and in Book 278 at Page 611.
3. Special Use Permits recorded in Book 320 at Page 190, in Book 725 at Plat Book 536, in Book 830 at Page 194, in Book 1184 at Page 189, and in Book 2060 at Page 574.
4. Deed of Easement to Orange Water and Sewer Authority, recorded in Book 1282 at Page 38.
5. Deed of Easement to Orange Water and Sewer Authority, recorded in Book 1289 at Page 569.
6. Deed of Easement to Orange Water and Sewer Authority, recorded in Book 1312 at Page 318.
7. Declaration of Covenants and Restrictions for the Vilcom Campus, recorded in Book 3659 at Page 484.
8. Easement to OWASA (Orange Water and Sewer Authority) recorded in Book 1363 at Page 136.
9. Easement to OWASA (Orange Water and Sewer Authority) recorded in Book 2366 at Page 268, in Book 2366 at Page 271, and in Book 4166 at Page 353.



20150227000035670  
RB5912 312 5/5

10. Addendum and Amendment to Declaration of Covenants and Restrictions for Vilcom Campus as recorded in Book 3950 at Page 571.
11. Rights of others in and to the use of the common area.
12. Dry Detention Pond Operation and Maintenance Manual as recorded in Book 4403 at Page 172.
13. Bioretention Area Operations and Maintenance Manual as recorded in Book 4403 at Page 199.
14. Subject to all matters shown on recorded plats as recorded in Plat Book 96 at Pages 142 and 143, in Plat Book 102 at Pages 184 and 185, in Plat Book 105 at Pages 40 through 48, in Plat Book 106 at Page 50, in Plat Book 106 at Page 50, and in Plat Book 107, Page 110, to which plats referenced is hereby made for a more particular description of same.