

For Registration Sharon A. Davis
Register of Deeds
Durham County, NC
Electronically Recorded
2018 Jan 09 01:43 PM NC Rev Stamp: \$ 6054.00
Book: 8344 Page: 725 Fee: \$ 26.00
Instrument Number: 2018000885
DEED

SPECIAL WARRANTY DEED

Parcel: 143594

Revenue Stamps: \$ 6,054.00

If checked, the property includes the primary residence of at least one of the parties depicted as party of the first part. (N.C. Gen. Stat. § 105-317.2)

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

THIS DEED is made and entered into this the 9th day of January, 2018, by and between REVEILLE LLC (hereinafter referred to as "Grantor"), having an address of 127 Trent Shores Dr., New Bern, NC 28562, and CROWN CHH L.L.C. (hereinafter referred to as "Grantee"), having an address of c/o Asbury Automotive Group, Inc., 2905 Premiere Parkway, Suite 300, Duluth, GA 30097;

WITNESSETH:

That the Grantor has bargained, sold and conveyed and by these presents does bargain, sell, and convey unto Grantee, Grantee's successors and assigns, subject to the

Prepared by **WARD AND SMITH, P.A.**, 1001 College Court, PO Box 867,
New Bern, NC 28563-0867

Please return to Grantee

No opinion on title is rendered by **WARD AND SMITH, P.A.**, without a separate written opinion on title from **WARD AND SMITH, P.A.**

Submitted electronically by Ellis & Winters LLP in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Durham County Register of Deeds.

restrictions, obligations, reservations, covenants, easements, and exceptions contained herein, the following described property, to wit:

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

Being all of Lot 9R2 as the same is shown on the plat entitled "Final Plat Recombination The Park at Southpoint" by The John R. McAdams Company, Inc. recorded in Plat Book 175, Page 333 in the office of the Register of Deeds of Durham County, North Carolina.

The above described property contains 6.01 acres more or less. The above described property hereinafter is referred to as "Lot 9R2."

Grantor represents and warrants that Lot 9R2 is entitled to and has been allocated 31,285 square feet of enclosed area.

Obligations and Restrictions:

(A) Lot 9R2 is conveyed subject to the following obligations and restrictions:

(i) Subject to the provisions of the Declaration of Covenants for The Park at Southpoint (hereinafter referred to as the "**Declaration**") recorded in Book 3886, Page 784, Lot 9R2 may not have more than 197,763square feet of impervious surface (including areas deemed impervious under state and local impervious surface regulations) constructed upon it.

(ii) Subject to the provisions of the Declaration, the buildings constructed on Lot 9R2 may not contain a total of more than 31,285 square feet of enclosed area.

(iii) Reveille LLC's engineers have prepared a "Stormwater Plan" for The Park at Southpoint development (hereinafter referred to as the "Development"). A reduced version of the Stormwater

Plan is attached as Exhibit A to the deed recorded in Book 3890, Page 102 (hereinafter referred to as the "Stormwater Plan"). Lot 9R2 is conveyed subject to and responsible for the drainage of 0.70 acres of the right of way of Southpoint Auto Park Boulevard that is located directly in front of Lot 9R2 (hereinafter referred to as the "Road Area"). Pursuant to the Stormwater Plan, the Road Area is to be drained to the stormwater facility located south of Southpoint Auto Park Boulevard on Lot 9R2 and the adjoining lot in the general vicinity shown on the Stormwater Plan (hereinafter referred to as the "Road Stormwater Facility"). With respect to the Road Stormwater Facility, Lot 9R2 and the then current owner of Lot 9R2 shall be responsible for 2.2 percent of the yearly maintenance (including the cost of any surety and/or performance bond required to be posted) of the Road Stormwater Facility regardless of whether the Road Area drains to the Road Stormwater Facility. Pursuant to the terms of the Declaration, the obligation of Lot 9R2 and the then current owner of Lot 9R2 to pay such percentage runs to the benefit of the other 32.36 acres that are to drain to the Road Stormwater Facility according to the Stormwater Plan and such obligation to pay for such percentage shall be a covenant of and a burden upon Lot 9R2 that runs with the land and is a benefit to the remaining 32.36 acres that are to drain to the Road Stormwater Facility. The Road Stormwater Facility is a "Stormwater Facility" as such is defined in the Declaration. The Declaration specifies the obligations and requirements for maintenance, payment, and collection of the "Stormwater Facility Cost" as such is defined in the Declaration. The obligation with respect to the drainage of the road is in addition to the obligations with respect to the drainage from the aforesaid Lot 9R2. The Road Stormwater Facility is the stormwater facility constructed in the Stormwater Detention Area as hereinafter defined.

(B) Lot 9R2 is conveyed subject to and together with rights, restrictions, and obligations set forth in the Declaration of Covenants for The Park at Southpoint recorded in Book 3886, Page 784 in the office of

the Register of Deeds of Durham County, North Carolina, including the obligation to pay assessments. The obligation to pay assessments is mandatory and failure to pay such assessments shall subject Grantee and Lot 9R2 to enforcement action, including but not limited to liens being imposed on Lot 9R2 in accordance with the terms of the Declaration.

(C) All development on Lot 9R2 will be subject to the site plan submittal, review, and approval process of the Durham Design Review Board, and all improvements, landscaping, signage, and lighting on Lot 9R2 will be subject to the unified development plan guidelines established with the City of Durham.

(D) To the extent that Grantor has not already completed such requirements, Lot 9R2 and Grantee will be responsible for the concrete pedestrian walkway, street trees, landscaping, street lights, and irrigation systems required by the City of Durham along the southern right-of-way lines of the roads in the Park at Southpoint Development that Lot 9R2 abuts.

(E) Development of Lot 9R2 must be done in a manner so that it does not prevent the other properties in the Development from being able to drain stormwater to the Stormwater Detention Area (as hereinafter defined) as anticipated by the Stormwater Plan. Easements to the Stormwater Detention Area are recorded in the deeds recorded in Book 3890, Page 86, Book 3890, Page 102, Book 5063, Page 314, Book 5063, Page 339, Book 8243, Page 988, and the Stormwater Facility Agreement recorded in Book 4913 Page 963.

(F) The obligation to share in the cost of the yearly maintenance of the Stormwater Detention Area (as hereinafter defined) being used and/or available for use by Lot 9R2 (including the cost of any surety and/or performance bond required to be posted) as hereinafter provided (the "Stormwater Facility Cost"). The cost of installing and maintaining the underground lines and pipes to get the water to the Stormwater Detention Area shall be shared by the properties that use the lines and piping to get stormwater to the Stormwater Detention Area with properties only sharing in the maintenance costs related to the portion of the underground lines

and pipes that each property uses. Such payments for a property's portion of the yearly maintenance of the Stormwater Detention Area being used and/or available for use by such property (including the cost of any surety and/or performance bond required to be posted) shall be paid within thirty (30) days after the last of the following to occur: (i) the work has been completed; and (ii) the party has been presented with an invoice for such work that shows the total cost of such work and the breakdown of responsibility for the cost of such work. If the annual maintenance of the Stormwater Detention Area is assumed by the property owners association, then the property owners association shall be granted an easement by Grantor and/or Grantee for the maintenance, repair and replacement of the Stormwater Detention Area, including access thereto, as is necessary to perform such duties.

Appurtenant Easement:

LOT 9R2 IS CONVEYED TOGETHER WITH a perpetual nonexclusive easement to drain and detain stormwater from 6.01 acres of property (including the right to construct, install, maintain, and repair a stormwater detention facility) to, over, under, and upon the Stormwater Detention Area more particularly described as follows:

Beginning at a point located the following courses and distances from the northeastern corner of Lot 9R1 located in the southern right-of-way of Southpoint Auto Park Boulevard (formerly Audubon Lake Drive) as the same is shown on the plat entitled "Final Plat R.O.W. Dedication The Park at Southpoint" by The John R. McAdams Company, Inc. recorded in Plat Book 161, Pages 178, 180, and 182 in the office of the Register of Deeds of Durham County, North Carolina:

South 01° 04' 04" West 475.76 feet to the point of beginning.
 THENCE FROM SAID POINT OF BEGINNING SO LOCATED,
 North 77° 15' 35" West 80.86 feet to a point;
 thence South 75° 33' 09" West 177.52 feet to a point;
 thence South 75° 33' 09" West 200.81 feet to a point;
 thence South 39° 31' 05" West 28.74 feet to a point;

thence South 07° 36' 52" East 78.90 feet to a point;
 thence South 07° 36' 52" East 92.31 feet to a point;
 thence North 76° 13' 04" East 226.13 feet to an iron pipe;
 thence North 72° 28' 33" East 7.74 feet to an iron pipe;
 thence North 72° 28' 33" East 221.41 feet to an iron pipe;
 thence North 01° 04' 04" East 145.59 feet to the POINT OF
 BEGINNING, containing 1.95 acres, more or less (hereinafter
 referred to as the "Stormwater Detention Area").

Within the Stormwater Detention Area, a Stormwater Detention Facility is to be constructed to provide stormwater drainage for at least 33.06 acres of property pursuant to the Stormwater Plan. Lot 9R2 may drain to the Stormwater Detention Facility in the Stormwater Detention Area a maximum of 6.01 acres of property. With respect to the Stormwater Detention Facility in the Stormwater Detention Area, Lot 9R2 and the then current owner of Lot 9R2 shall be responsible for 14.6 percent of the yearly maintenance (including the cost of any surety and/or performance bond required to be posted) of the Stormwater Detention Facility regardless of whether such Stormwater Detention Facility is used by Lot 9R2. Pursuant to the terms of the Declaration, the obligation of Lot 9R2 and the then current owner of Lot 9R2 to pay such percentage runs to the benefit of the other 27.05 acres that are to drain to the Stormwater Detention Area according to the Stormwater Plan and such obligation to pay for such percentage shall be a covenant of and a burden upon Lot 9R2 that runs with the land. The Stormwater Detention Facility is a "Stormwater Facility" as such is defined in the Declaration. The Declaration specifies the obligations and requirements for maintenance, payment, and collection of the "Stormwater Facility Cost" or "Stormwater Facilities Cost" as such is defined in the Declaration.

Exceptions:

Lot 9R2 and the appurtenant easement over the Stormwater Detention Area are conveyed subject to the following:

- (1) Any matters that would be shown on a current survey of the property.
- (2) Taxes for the year 2018 and thereafter, not yet due and payable. As part of the closing, Grantee has received credit for Grantor's portion of the 2018 taxes, and Grantee agrees to pay the 2018 taxes.
- (3) The 10-foot in width landscape easement, the building setback lines, the easements and other matters shown on the plats recorded in Book of Maps 175 Page 333, and Book of Maps 161, Page 182, in the Office of the Register of Deeds of Durham County, North Carolina.
- (4) Rights of way to Durham Telephone Company of record in Book 147, Page 162 and Book 147, Page 163 in the Office of the Register of Deeds of Durham County, North Carolina.
- (5) Easements to Duke Power Company of record in Book 147, Page 342 and Book 147, Page 343 in the Office of the Register of Deeds of Durham County, North Carolina.
- (6) The Declaration of Covenants for The Park at Southpoint recorded in Book 3886, Page 784 in the office of the Register of Deeds of Durham County, North Carolina.
- (7) Reveille LLC's engineers have prepared a "Stormwater Plan" for The Park at Southpoint development. By acceptance of this deed and subject to the terms of the Declaration, Grantee, its successors, and assigns, agrees to comply with the Stormwater Plan with respect to Lot 9R2. A reduced version of the Stormwater Plan is attached as Exhibit A to the deed recorded in Book 3890, Page 102.
- (8) Easements in Book 3890, Page 86, and Book 3890, Page 102, with respect to the drainage and detention of stormwater, including the terms and provisions set forth in the Declaration with

respect to the cost of installing, using, and maintaining the underground drainage lines and pipes in the 20 feet in width drainage easement described in the aforesaid instruments.

(9) Terms and provisions of license agreement with the City of Durham as contained in Book 4403, Page 938 in the Office of the Register of Deeds of Durham County, North Carolina.

(10) Stormwater Facility Agreement with the City of Durham recorded in Book 4913, Page 963, in the Office of the Register of Deeds of Durham County, North Carolina. By acceptance of this Deed, Grantee, its successors, and assigns, agrees to enter into a Stormwater Facility Agreement with the City of Durham (either separately or together with the owner of the remainder of the property on which the referenced Stormwater Facility is constructed) similar to the one recorded in Book 4913, Page 963.

(11) Easements in Book 5063, Page 314 and Book 8243, Page 988 with respect to the drainage and detention of stormwater, and the easement for the "20' Storm Drainage & Access Easement" as conveyed in the Deed of Easement to Canvas Sky to be recorded simultaneously with this Deed.

(12) The above described property is conveyed subject to the reservations contained in the deed from Reveille LLC to C. David Johnson, Jr. recorded in Book 5897, Page 995 and as hereinafter set forth in this Deed.

(13) The thirty (30) foot wide City of Durham Sanitary Sewer Easement as such easement is shown on the plats recorded in Plat Book 156, Page 241 and Plat Book 161, Page 180 and Plat Book 175, Page 333 and subject to the Declaration recorded in Book 1510, Page 958.

(14) The "20' Storm Drainage & Access Easement" as shown on the plat recorded in Plat Book 175, Page 333 (hereinafter referred to as the "20' Stormwater Detention Area Drainage Easement").

The terms and provisions dealing with the cost of using, and maintaining the underground drainage lines and pipes in the 20' Stormwater Detention Area Drainage Easement are set forth in the Declaration.

Reservations:

FURTHERMORE, Reveille LLC, its successors and assigns, hereby **retains and reserves a perpetual** nonexclusive easement over, under, and upon the area described as Stormwater Detention Area above (including that portion of Lot 9R2 contained therein) to drain stormwater from property located in or around the Park at Southpoint Development as such is shown on the plats recorded in Book of Maps 156, Pages 239 and 241, Book of Maps 158, Pages 249 and 251, Book of Maps 161, Pages 178, 180, and 182, Book of Maps 175, Page 333, and the property described in the deeds recorded in Book 3058, Page 544, Book 3287, Page 129, Book 3287, Page 133, and/or Book 3287, Page 143 (said property hereinafter being collectively referred to as the "Benefited Property") in the office of the Register of Deeds of Durham County, North Carolina, with Reveille LLC, its successors and assigns, retaining the right to designate and grant to specific portions of the aforesaid Benefited Property the right to drain to the aforesaid Stormwater Detention Area, subject to the following terms and provisions.

Further, Reveille LLC, its successors and assigns, hereby retains and reserves a perpetual nonexclusive easement to access and to drain stormwater (including the right to construct, install, maintain, repair, tap into, use, inspect, operate, and replace underground stormwater lines, pipes, pumps, and related underground stormwater facilities to drain stormwater) from any of the aforesaid Benefited Property (with Reveille LLC, its successors and assigns, retaining the right to designate and grant to specific portions of the Benefited Property the right to drain stormwater through the easement area) over, under, and upon the twenty (20) feet in width easement area over Lot 9R2 shown as "20' Storm Drainage & Access Easement" on the plat recorded in Plat Book 175, Page 333 the office of the Register of Deeds of Durham County, North Carolina and referenced as the 20' Stormwater Detention Area Drainage Easement above.

If Reveille LLC, its successors and assigns, should grant rights to drain to the Stormwater Detention Area to more than the originally anticipated 33.06 acres shown in the Stormwater Plan, then that portion of the property in excess of the 33.06 acres that is given drainage rights to the Stormwater Detention Area by Reveille LLC, its successors and assigns, shall take such drainage rights subject to the obligation that such excess property shall be responsible for that portion of the costs of improving, permitting, constructing, repairing, replacing, and maintaining

any improvements and modifications to the Stormwater Detention Area required to provide such excess areas with the required stormwater detention capacity. Furthermore, no such additional stormwater shall be diverted to the Stormwater Detention Area until the Stormwater Detention Area has been modified, repaired, or upgraded appropriately to handle such additional stormwater, and during the period such work is occurring on the Stormwater Detention Area, the owners of the aforesaid excess property shall take all reasonable action to handle any stormwater being discharged to the Stormwater Detention Area from the initial 33.06 acres of property to be served pursuant to the Stormwater Plan.

Thereafter, such excess property shall be responsible for any costs in excess of the costs that otherwise would have been incurred by the other property owners if the excess property did not drain stormwater to the Stormwater Detention Area, and such excess property also shall share in the normal expenses so that the excess property pays an equal per acre portion of the cost of the normal expenses of the Stormwater Detention Area. Reveille LLC, its successors and assigns, specifically agrees that Reveille LLC, its successors and assigns, shall specifically convey the right to drain to the Stormwater Detention Area to other portions of the Benefited Property that it desires to be served by the Stormwater Detention Area, and Reveille LLC, its successors and assigns, agrees that only that property specifically granted drainage rights in the Stormwater Detention Area by Reveille LLC, its successors and assigns, may drain into the Stormwater Detention Area. Reveille LLC, its successors and assigns, has the right to grant the right to drain into the Stormwater Detention Area to any of the Benefited Property.

If Reveille LLC, its successors and assigns, should grant rights to drain stormwater through the 20' Stormwater Detention Area Drainage Easement to more than 33.06 acres in total as originally anticipated in the Stormwater Plan, then that portion of the excess property that is given drainage rights by Reveille LLC, its successors and assigns, shall take such drainage right subject to the obligation that such property shall be responsible for that portion of the costs of permitting, constructing, repairing, replacing, and maintaining any improvements and modifications to the 20' Stormwater Detention Area Drainage Easement (including the pipes and conduits contained therein) necessary to carry the additional stormwater from such excess property.

Furthermore, Reveille LLC, its successors and assigns, retains and reserves the right to transfer the maintenance obligations with respect to the Stormwater Detention Area and the 20' Stormwater Detention Area Drainage Easement to the owners of Lots 8R1 and 9R2 or the Association together with the appropriate easement rights to the Association on, over, and under the Stormwater Detention Area and the 20' Stormwater Detention Area Drainage Easement

necessary for the Association to operate, maintain, and repair the Stormwater Detention Area and the 20' Stormwater Detention Area Drainage Easement.

Acceptance:

All of the aforesaid restrictions, obligations, covenants, and easements shall run to the benefit of Reveille LLC and the other lots in the Declaration (specifically including, but not limited to, Lot 1R and Lot 2R as shown on the plat recorded in Plat Book 158, Pages 249 and 251). All of the restrictions, obligations, reservations, covenants, and easements related to the Stormwater Detention Area and the obligation to share in the maintenance cost of the Stormwater Detention Area, including underground lines and pipes, will run to the benefit of the other properties in the Park at Southpoint Development that have the right (now or in the future) to drain to the same stormwater facility.

Grantee acknowledges and agrees that Grantee shall comply with all of the aforesaid restrictions, obligations, reservations, covenants, and easements. Grantee, its successors, and assigns, acknowledges and agrees that the restrictions, obligations, reservations, covenants, and easements imposed on Lot 9R2 set forth in this deed shall run with the land and be a burden upon Lot 9R2. In addition to the restrictions, obligations, reservations, covenants, and easements being burdens on the land, each owner of the land will be personally liable for the obligations that accrue during such party's ownership of the land but such owner will not be liable for any obligations that have not accrued prior to the time such owner transfers ownership of the land to a third party.

If any of the restrictions, obligations, reservations, covenants, and easements, or other provisions set forth or referenced in this Deed shall be subject to being declared unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty (20) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

References in this deed to Grantor and Grantee include their heirs, successors, and assigns.

TO HAVE AND TO HOLD said property and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's successors and assigns, in fee simple, forever,

subject to the restrictions, obligations, reservations, covenants, easements, and exceptions set forth or referenced above.

And Grantor covenants that Grantor has done nothing to affect such title to the aforesaid property as was received by Grantor except as set forth above and agrees to warrant and defend the title to said property against the lawful claims of all persons claiming by, through or under Grantor, but no further.

[The remainder of this page is blank]

IN TESTIMONY WHEREOF, Grantor has caused this instrument to be executed in such form as to be binding.

REVEILLE LLC

By: [Signature]
Frank R. Holding, Manager

By: [Signature]
Sharon H. Wilkinson, Manager

Craven COUNTY,
North CAROLINA

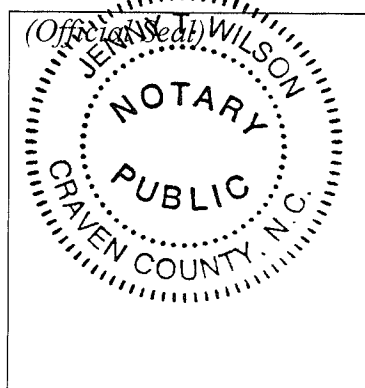
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Frank R. Holding.

Date January 5, 2018

[Signature]
Official Signature of Notary Public

Jenny T. Wilson, Notary Public
Printed or typed name

My commission expires: February 4, 2019



Notary seal or stamp must appear within this box.

Craven COUNTY,
NORTH CAROLINA

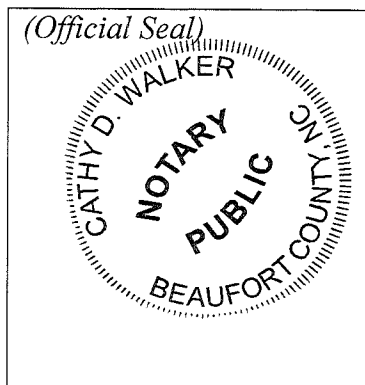
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sharon H. Wilkinson.

Date January 8, 2018

Cathy D Walker
Official Signature of Notary Public

Cathy D Walker, Notary Public
Printed or typed name

My commission expires: May 30, 2019



Notary seal or stamp must appear within this box.

ND: 4845-7849-7626, v. 1
ND: 4845-7849-7626, v. 1