

FOR REGISTRATION
Willie L. Covington
REGISTER OF DEEDS
Durham County, NC
2015 OCT 07 12:38:56
BK: 7801 PG: 694-698
DEED
FEE: \$26.00
EXCISE TAX: \$4,665.00
INSTRUMENT # 2015033637
SCEARNEL



NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$4,665.00

Parcel Identifier No.: A portion of 0758-03-11-2103

Prepared by: Barry D. Mann of Manning, Fulton & Skinner
Post Office Box 20389, Raleigh, North Carolina 27619

Return to: Grantee

Brief description for the Index: Plat Book 195, Pages 116 - 119, Parcel 4

THIS DEED made this 6th day of October, 2015, by and between

GRANTOR

Bethpage Acquisition Partners LLC
a North Carolina limited liability company
c/o Tri-Properties, Inc.
4309 Emperor Boulevard
Suite 110
Durham, NC 27703

GRANTEE

ALFC-Page Road, LLC
a North Carolina limited liability company
5850 T.G. Lee Boulevard
Suite 200
Orlando, FL 32822

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 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 City of Durham, Triangle Township, Durham County, North Carolina and more particularly described as follows (the "Property"):

BEING all of Parcel 4, consisting of approximately 14.76 acres, as shown on plat of survey titled "Bethpage Exempt Subdivision Plat" prepared by The John R. McAdams Company, Inc. and recorded in Plat Book 195, Pages 116 - 119, Durham County Register of Deeds (the "Plat"), to which Plat reference is hereby made for a more particular description of same.

Together with (i) any improvements and fixtures on such Property, except any utility facilities that are publicly dedicated or owned by a privately utility, (ii) all rights of way, easements, and access rights used in connection with or appurtenant to such Property, (iii) any adjoining strips or gores of property and any land lying within the bed of any street, highway or waterway adjoining such Property (but specifically excluding any area within Parcel 2 as shown on said Plat), (iv) all minerals, mineral rights, air rights, subsurface and water rights related to such Property or used in connection with such Property, and (v) all other rights or privileges appurtenant to such Property or used in connection with such Property including but not limited to all timber rights, grazing rights, hunting and development rights.

The Property was acquired by Grantor by instruments recorded in Book 5427, Page 741, Book 5859, Page 199, and Book 5859, Page 222, Durham County Register of Deeds,

The Property does not include the primary residence of Grantor.

A map showing the Property is recorded in Plat Book 195, Pages 116 - 119.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor has done nothing to impair such title to the Property as Grantor received, and Grantor will warrant and defend the title to the Property against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions: (i) ad valorem real estate taxes for the year of the Closing and subsequent years not yet a lien on the Property, and (ii) the exceptions listed in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has duly executed the foregoing under seal as of the day and year first above written.

BETHPAGE ACQUISITION PARTNERS LLC, (SEAL)
a North Carolina limited liability company

By: [Signature] (SEAL)
Name: Gregory J. Sanchez
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, BARRY D. MANN, a Notary Public of the County and State aforesaid, certify that Gregory J. Sanchez, whose identity has been proven by satisfactory evidence, said evidence being:

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s).

who is the Manager of Bethpage Acquisition Partners LLC, personally appeared before me this day and acknowledged that he is Manager of Bethpage Acquisition Partners LLC and that as Manager being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal this the 6th day of October, 2015.

[Signature]
Notary Public

[Affix Seal]

Print Name: BARRY D. MANN

My Commission Expires: 11/04/2018

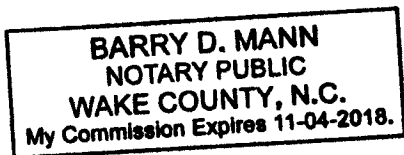


Exhibit A

to Special Warranty Deed Exceptions

1. Taxes for the year 2016, and subsequent years, not yet due and payable.
2. Subject to matters shown on plat recorded in Plat Book 171 at Page 21, Plat Book 185 at Page 91, Plat Book 187 at Pages 63 and 65, Plat Book 193 at Pages 8 and 11, and Plat Book 180 at Page 382.
3. Easement(s) and/or Right(s) of Way to Durham Public Service Company recorded in Book 121 at Pages 421 and 422.
4. Easement(s) to Duke Power Company recorded in Book 147 at Page 367, Book 227 at Page 24, Book 229 at Page 59, Book 1132 at Page 481 and Book 1231 at Page 179.
5. Communication Systems Right-of-Way and Easement Agreement to American Telephone and Telegraph Company recorded in Book 1486 at Page 592, as amended by that certain Amendment to Right of Way and Easement recorded in Book 3054 at Page 15.
6. Easement Agreement by and between Bethpage Acquisition Partners LLC, a North Carolina limited liability company, and ALFC-Page Road, LLC, a North Carolina limited liability company, dated and recorded January 31, 2008 at 4:47:12 p.m. in Book 5859 at Page 230, as amended and restated in Book 6638 at Page 42, amended in Book 7343 at Page 686, as shown on the Survey (as hereinafter defined), and further amended in that Second Amendment to Amended and Restated Easement Agreement hereinafter recorded.
7. Declaration of Protective Covenants for Bethpage Commercial Properties by and between ALFC-Page Road, LLC, a North Carolina limited liability company, and Bethpage Acquisition Partners LLC, a North Carolina limited liability company, dated and recorded January 31, 2008 at 4:47:12 p.m. in Book 5859 at Page 279, as amended and restated in Book 6638 at Page 88.
8. Declaration of Easements and Covenants to Share Costs for Bethpage by and between ALFC-Page Road, LLC, a North Carolina limited liability company, and Bethpage Acquisition Partners LLC, a North Carolina limited liability company, dated and recorded January 31, 2008 at 4:47:12 p.m. in Book 5859 at Page 466, as amended in Book 7343 at Page 708.
9. Covenant to Share Costs for Shared Pond recorded in Book 7343 at Page 502 (as to obligation to pay costs only – subject pond is not located on the Property), as assigned by Assignment and Assumption of Declarant Rights recorded in Book 7343 at Page 502.
10. Annexation Ordinance recorded in Book 6358 at Page 568.
11. Conservation Declaration recorded in Book 6500 at Page 993, as shown on the Survey.
12. Those matters as disclosed by that certain survey entitled “Bethpage” prepared by The John R. McAdams Company, bearing the seal and certification of Ronald T. Frederick, Professional Land Surveyor, dated February 25, 2015 (the “Survey”), as follows:
 - a. 50’ Neuse Stream buffer; and
 - b. 10’ no build setback; and
 - c. Private Variable Width Access and Utility Easement A recorded in Book 6638 at Page 42, as amended in Book 7343 at Page 686; and

d. FEMA Zone "A" flood plain.

13. Rights of others, if any, thereto entitled in and to the continued uninterrupted flow of stream, located on the Property.
14. Easement(s) to Duke Energy Carolinas recorded in Book 7652 at Page 503.
15. Easement Deed to City of Durham for waterline recorded in Book 7644 at Page 855.