

FOR REGISTRATION
Willie L. Covington
REGISTER OF DEEDS
Durham County, NC
2016 JAN 21 09:58:39 AM
BK:7860 PG:78-84
DEED
FEE:\$26.00
EXCISE TAX:\$78,500.00
INSTRUMENT # 2016001862
SMMARSH



Excise Tax \$ 78,500.00

Recording Time, Book and Page

APN.: 196945 & 196942

Prepared by:
Seyfarth Shaw LLP
620 Eighth Avenue
New York, New York 10018

Attention: Lester M. Bliwise, Esq.

WYATT EARLY HARRIS WHEELER
PO DRAWER 2086
HIGH POINT NC 27265

Mail after recording to: Wyatt/Alana P.O. Drawer 2086
Harbor City Title Insurance Agency of NC, Inc. High Point NC 27265
6201 Fairview Road, Suite 325
Charlotte, NC 28210
Attention: John C. Surles, Esq.
File # 1511 2378

Brief description for the Parcel ____, Book of Maps ____, Page ____
Index:

NORTH CAROLINA SPECIAL WARRANTY DEED

1. THIS DEED made as of this 14th day of January, 2016, by and between

GRANTOR

DDR-SAU DURHAM PATTERSON, L.L.C.
a Delaware limited liability company
f/k/a Inland-SAU Durham Patterson, L.L.C.
c/o Teachers Insurance and Annuity
Association of America
730 Third Avenue - 4th Floor
New York, NY 10017

GRANTEE

PATERSON PLACE DURHAM, LLC,
a Virginia limited liability company
222 Central Park Avenue, Suite 2100
Virginia Beach, Virginia 23462

2. 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.
3. **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 the Grantee in fee simple, all that certain lot or parcel of land (the "**Property**") situated in the City and County of Durham, North Carolina, and more particularly described as follows:

In fee, all of the Property, more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes, together with all of Grantor's right, title and interest, if any, in and to all streets and roads abutting the Property.

4. TO HAVE AND TO HOLD the Property and all privileges and appurtenances, including without limitation all easements, thereto belonging to Grantee and its successors and assigns in fee simple forever.
5. And Grantor covenants with 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.
6. The Property does not contain the primary residence of Grantor.
7. Title to the Property and the warranties herein are subject to the matters more particularly described in **Exhibit B** attached hereto and made a part hereof.

[SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this special warranty deed this 08th day of January, 2016.

DDR-SAU DURHAM PATTERSON,
L.L.C., a Delaware limited liability
company

By: [Signature]
Name: Luke Petherbridge
Title: Chief Financial Officer

STATE OF Ohio

COUNTY OF Cuyahoga

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: Luke Petherbridge, as Chief Financial Officer of DDR-SAU DURHAM PATTERSON, L.L.C. a Delaware limited liability company.

Date: January 8, 2016.

[Signature]
Official Signature of notary

3-6-19
My Commission Expires

Debra Caspio
Notary's printed or typed name, Notary Public

NOTE TO NOTARY PUBLIC: Ensure that entire notary seal fits within the box below and that all characters in the notary seal are clearly legible.

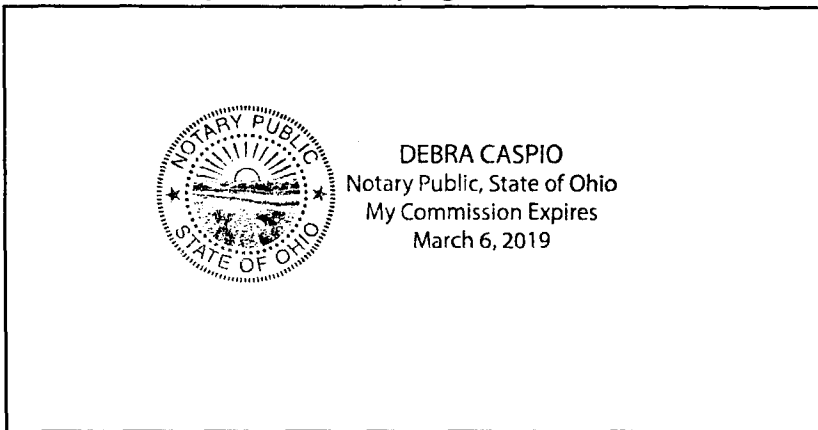


EXHIBIT A

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

Being Lot 5 (containing 12.770 acres), as shown on that certain plat recorded in Plat Book 174 at Pages 290 and 293 in the Durham County Public Registry, and Lot 8 (containing 4.507 acres) as shown on that certain plat recorded in Plat Book 159 at Pages 237, 239, 241 and 243 in the Durham County Public Registry.

Lots 5A (containing 0.464 acres) and 5B (containing 0.412 acres) as described on that certain plat recorded in Plat Book 174 at Pages 290 and 293 of the Durham County Public Registry are specifically excluded.

IT BEING the same property conveyed to Grantor by Deed dated November 2006, and recorded on November 28, 2006 in the Durham County Public Registry in Book 5432 at Page 89-98.

Together with all easements and other right, title and interest pursuant to the following:

That certain Developer Rights Agreement, Memoranda of which is recorded as (a) Memorandum of Developer Rights Agreement by and between The Boulevard Properties Limited Partnership and Kohl's Department Stores, Inc. as recorded in Book 4102, Page(s) 405; as affected by First Amendment to Operation and Easement Agreement recorded in Book 4788, Page 488, all of the Durham County Registry; and (b) Memorandum of Developer Rights Agreement by and between The Boulevard Properties Limited Partnership and Kroger Limited Partnership I as recorded in Book 4102, Page(s) 412; as affected by First Amendment to Operation and Easement Agreement recorded in Book 4788, Page 488, all of the Durham County Registry.

That certain Operation and Easement Agreement by and between Kohl's Department Stores, Inc., Kroger Limited Partnership I and The Boulevard Properties Limited Partnership as recorded in Book 4102, Page(s) 314; as affected by First Amendment to Operation and Easement Agreement recorded in Book 4788, Page 488, all of the Durham County Registry.

That certain Reciprocal Easement and Operation Agreement between The Boulevard Properties Limited Partnership and HD Development of Maryland, Inc. as recorded in Book 2759, Page(s) 201; as affected by First Amendment to Reciprocal Easement and Operation Agreement recorded in Book 3800, Page 555, all of the Durham County Registry.

EXHIBIT B

1. Non-delinquent real property taxes, water and sewer charges and all assessments (governmental and private) and unpaid installments thereof, which are not yet due and payable as of the date of this Deed.
2. Any matter (including any lien, encumbrance or easement) voluntarily imposed or consented to in writing by Grantee prior to or as of the date of such instrument.
3. Laws and governmental regulations, including all building codes, zoning regulations and ordinances, that affect the use, operation and maintenance of the Property.
4. Such state of facts affecting the land as may be shown on an accurate and current survey or by inspection of the Property.
5. Rights of parties in possession as tenants, as tenants only, under the terms and conditions of all unrecorded leases, which do not include any purchase contracts, purchase options, rights of first refusal, or similar rights and of parties in possession of the Property not shown by the public records.
6. Easements, Setback Lines and any other facts shown on that Plat in Book 52, Page 18; Book 53, Page 59; Book 127, Pages 77 and 105; Book 130, Page 220; Book 141, Page 84; Book 145, Page 113; Book 153, Page 155; Book 159, Pages 237, 239, 241 and 243; Book 161, Pages 110, 112, 114, 116 and 118; and Book 174, Page(s) 290 and 293, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
7. Declaration of Restrictions by The Boulevard Properties, LP as recorded in Book 2759, Page(s) 263 of the Durham County Registry, reference being made to the records thereof for the full particulars.
8. Reciprocal Easement and Operation Agreement between The Boulevard Properties Limited Partnership and HD Development of Maryland, Inc. as recorded in Book 2759, Page(s) 201; as affected by First Amendment to Reciprocal Easement and Operation Agreement recorded in Book 3800, Page 555, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
9. Water Detention and Pond Easement Agreement by and between The Boulevard Properties, LP and Watkins Park, LLC as recorded in Book 2741, Page(s) 767 of the Durham County Registry, reference being made to the records thereof for the full particulars.
10. Right(s) of way in favor of the State Highway Commission as recorded in Book 287, Page(s) 80, 91 and 93, all of the Durham County Registry, reference being made to the records thereof for the full particulars.

11. Right(s) of way in favor of the Board of Transportation as recorded in Book 434, Page(s) 829 of the Durham County Registry, reference being made to the records thereof for the full particulars.
12. Easement(s) in favor of Duke Power Company as recorded in Book 147, Pages 245 and 246; Book 217, Page(s) 542; Book 218, Page 196; Book 238, Page 69; Book 253, Page 243; Book 312, Pages 493 and 494; and Book 2001, Page 795, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
13. Covenant and Maintenance Agreement for Patterson Place among the City of Durham and LH Boulevard, LLC as recorded in Book 4392, Page(s) 778 of the Durham County Registry, reference being made to the records thereof for the full particulars.
14. Right(s) of way in favor of Duke Energy as recorded in Book 4940, Page(s) 368 of the Durham County Registry, reference being made to the records thereof for the full particulars.
15. Easement conveyed in Deed as recorded in Book 1338, Page(s) 724 of the Durham County Registry, reference being made to the records thereof for the full particulars.
16. Grant of Easement and Agreement to Dedicate [Sewer Facilities] by The Boulevard Properties Limited Partnership and Watkins Park, LLC as recorded in Book 3483, Page(s) 9 of the Durham County Registry, reference being made to the records thereof for the full particulars.
17. Declaration of Rights and Privileges of the City of Durham in Certain Sanitary Sewer Easements as recorded in Book 1510, Page(s) 958; and as shown on plats recorded in Book 127, Pages 77 and 105; Book 141, Page 84; Book 145, Pages 113 and 114; and Book 153, Page 155, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
18. Revised Declaration of Rights and Privileges of the City of Durham in Storm Water Management Facility Easements as recorded in Book 2298, Page(s) 208 of the Durham County Registry, reference being made to the records thereof for the full particulars.
19. Road Dedication, Construction and Maintenance Agreement by and between Watkins Park, LLC and The Boulevard Properties Limited Partnership as recorded in Book 2741, Page(s) 728; as affected by First Amendment to Road Dedication, Construction and Maintenance Agreement recorded in Book 3482, Page 995, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
20. Agreement by and between Watkins Park, LLC and The Boulevard Properties Limited Partnership as recorded in Book 2741, Page(s) 748; as affected by First Amendment to Agreement recorded in Book 3482, Page 967, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
21. Operation and Easement Agreement by and between Kohl's Department Stores, Inc., Kroger Limited Partnership I and The Boulevard Properties Limited Partnership as

- recorded in Book 4102, Page(s) 314; as affected by First Amendment to Operation and Easement Agreement recorded in Book 4788, Page 488, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
22. Memorandum of Developer Rights Agreement by and between The Boulevard Properties Limited Partnership and Kohl's Department Stores, Inc. as recorded in Book 4102, Page(s) 405; as affected by First Amendment to Operation and Easement Agreement recorded in Book 4788, Page 488, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
 23. Memorandum of Developer Rights Agreement by and between The Boulevard Properties Limited Partnership and Kroger Limited Partnership I as recorded in Book 4102, Page(s) 412; as affected by First Amendment to Operation and Easement Agreement recorded in Book 4788, Page 488, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
 24. Memorandum of Lease by and between LH Boulevard LLC and The Boulevard Properties Limited Partnership, Lessor, and Bed Bath and Beyond Inc., Lessee, recorded in Book 4143, Page 127 of the Durham County Registry, reference being made to the records thereof for the full particulars.
 25. Memorandum of Lease by and between LH Boulevard LLC, Lessor, and PETSMART, Inc., Lessee, recorded in Book 4143, Page 137 of the Durham County Registry, reference being made to the records thereof for the full particulars.
 26. Declaration of Easements, Covenants, Conditions and Restrictions for Phase I of Patterson Place by LH Boulevard LLC as recorded in Book 5418, Page(s) 177 of the Durham County Registry, reference being made to the records thereof for the full particulars.
 27. Stormwater Easement and Maintenance Agreement by and between Boulevard Properties LLLP, The Barnyard LLC, LH Boulevard LLC, Inland-SAU Durham Patterson, LLC and Harris/Patterson Place LLC as recorded in Book 5432, Page(s) 107 of the Durham County Registry, reference being made to the records thereof for the full particulars.
 28. Signage Easement and Maintenance Agreement by and between Boulevard Properties LLLP, The Barnyard LLC, LH Boulevard LLC, Inland-SAU Durham Patterson, LLC and Harris/Patterson Place LLC as recorded in Book 5432, Page(s) 133 of the Durham County Registry, reference being made to the records thereof for the full particulars.
 29. Declaration of Agreements by and between Boulevard Properties LLLP, The Barnyard LLC, LH Boulevard LLC, Harris/Patterson Place LLC and Inland-SAU Durham Patterson, LLC as recorded in Book 5432, Page(s) 163 of the Durham County Registry, reference being made to the records thereof for the full particulars.