

WR-4578 Sub 0

OFFICIAL COPY

Mar 18 2024

NORTH CAROLINA SPECIAL WARRANTY DEED

Tax Lot Nos.: _____ Parcel Identifier No. A portion of: 0768448750
Verified by County on the _____ day of _____, 2021
by _____

Excise Tax \$11,725.00

Mail after recording to: GRANTEE

This instrument was prepared by: American Asset Corporation, 5950 Fairview Road, Suite 800,
Charlotte, North Carolina 28210

Brief description for the Index:

5.75 acres located in the Brier Creek Corporate
Center. Raleigh. North Carolina:

THIS DEED made as of this 29th day of October, 2021, by and between:

GRANTOR	GRANTEE
BRIER CREEK CORPORATE, LLC, a North Carolina limited liability company 5950 Fairview Road, Suite 800 Charlotte NC 28210	BRIER CREEK APARTMENTS, LLC c/o WF Brier Creek Member, LLC 8210 Creedmoor Road, Suite 103 Raleigh, NC 27613

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 the Grantor, for a valuable consideration paid by the 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 of Raleigh, Wake County, North Carolina, and more particularly described as follows:

Lying and being located in the City of Raleigh, Wake County, North Carolina and being more particularly described as follows:

See **EXHIBIT “A”** attached hereto and made a part hereof.

The Property was acquired by Grantor by instrument(s) recorded in Book 17286 at Page 2303 in Wake County, North Carolina, Public Registry (the “Registry”).

All or a portion of the property herein conveyed _____ includes or **XXX** does not include the primary residence of a Grantor.

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

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


Title to the Property is subject to the following exceptions and restrictions:

See **EXHIBIT “B”** attached hereto and made a part hereof.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed the day and year first above written.

BRIER CREEK CORPORATE, LLC

By: 
Paul L. Herndon, Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

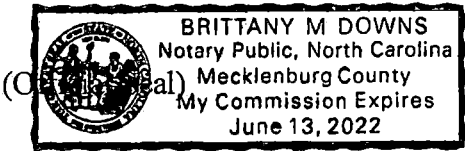
I certify that the following person(s) personally appeared before me this day, and
✓ (check one of the following)
I have personal knowledge of the identity of the principal(s); or

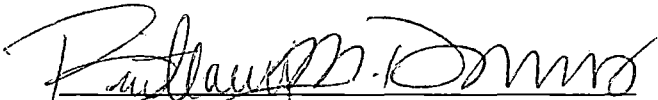
Each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Vice President of Brier Creek Corporate, LLC

Paul L. Herndon
[Name(s) of principal(s)]

Date: October 27, 2021




Notary Public
Printed Name: Brittany M. Downs

My commission expires: June 13, 2022

EXHIBIT A**LEGAL DESCRIPTION**

Beginning at a point having NC Grid Coordinates N:784,808.47, E:2,065,020.21, being the **Point of Beginning**, thence South 01°14'19" West a distance of 111.59 feet to an iron pipe; thence South 89°14'08" East a distance of 218.55 feet to an iron pipe; thence South 01°14'19" West a distance of 180.98 feet to an iron pipe; thence South 88°45'41" East a distance of 321.51 feet to an iron pipe on the western right of way of Arco Corporate Drive; thence with said right of way a curve to the right with a radius of 18.50 feet, with an arc length of 15.27 feet, with a chord bearing of South 56°41'18" West, with a chord length of 14.84 feet to an iron pipe; thence South 01°14'19" West a distance of 31.58 feet to an iron pipe; thence leaving said right of way North 88°45'41" West a distance of 395.50 feet to an iron pipe; thence with a curve to the left with a radius of 800.00 feet, with an arc length of 115.84 feet, with a chord bearing of South 87°05'25" West, with a chord length of 115.74 feet to an iron pipe; thence South 82°56'31" West a distance of 193.25 feet to an iron pipe; thence with a curve to the right with a radius of 800.00 feet, with an arc length of 325.05 feet, with a chord bearing of North 85°25'05" West, with a chord length of 322.81 feet to an iron pipe; thence North 73°33'49" West a distance of 30.76 feet to an iron pipe; thence North 02°24'50" East a distance of 30.64 feet to a point; thence North 73°47'18" West a distance of 30.42 feet to a point; thence North 17°59'25" East a distance of 35.65 feet to a point; thence North 03°36'24" West a distance of 131.05 feet to a point; thence North 90°00'00" East a distance of 14.46 feet to a point; thence North 07°04'35" East a distance of 61.34 feet to a point; thence North 51°14'39" East a distance of 102.07 feet to a point; thence North 40°38'08" East a distance of 0.14 feet to an iron pipe; thence North 90°00'00" East a distance of 456.95 feet to the **Point of Beginning**, containing 251,636 square feet, or 5.78 acres.

EXHIBIT B

TITLE EXCEPTIONS

1. Taxes or assessments for the year 2021 due or payable, unpaid but not yet delinquent; and taxes or assessments for subsequent years, not yet due or payable.
2. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Book of Maps 1997, page 1629; Book of Maps 2000, page 1743; Book of Maps 2000, page 1744; Book of Maps 2000, page 1745; Book of Maps 2000, page 2038; Book of Maps 2000, page 2039; Book of Maps 2001, page 1076; Book of Maps 2005, Page 1965; Book of Maps 2006, page 1636; Book of Maps 2006, page 1637; Book of Maps 2006, page 1638; Book of Maps 2006, page 1639; Book of Maps 2006, page 1640; Book of Maps 2006, page 1641; Book of Maps 2006, page 1642; Book of Maps 2006, page 1643; Book of Maps 2006, page 1644; Book of Maps 2006, Page 1645; Book of Maps 2008, page 346; Book of Maps 2008, page 347; Book of Maps 2008, page 348; Book of Maps 2012, page 133; Book of Maps 2012, page 134; Book of Maps 2012, page 135; Book of Maps 2012, page 136; Book of Maps 2012, page 761, Book of Maps 2012, page 762; Book of Maps 2012, page 763; and Book of Maps 2019, page 866; Book of Maps 2019, page 867; Book of Maps 2019, page 1929; Book of Maps 2020, Page 3; and Book of Maps 2021, pages 1104-1105.
3. Covenants, conditions, restrictions, easements, and liens provided for in Declaration of Covenants, Conditions and Restrictions for Brier Creek recorded in Book 8002, page 638; as supplemented and amended from time to time.
4. Covenants, Conditions and Restrictions for Brier Creek recorded in Book 14291, page 1079; and further supplemented and amended by Sixtieth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Brier Creek recorded in Book 14354, page 2221, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
5. Covenants, conditions, restrictions, easements, and liens provided for in Master Declaration of Easements, Covenants, and Restrictions for Brier Creek Corporate Center recorded in Book 12113, page 2630; and as amended by First Amendment to Master Declaration of Easements, Covenants and Restrictions for Brier Creek Corporate Center recorded in Book 14849, page 176, any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

6. Easement(s) to Southern Power Company recorded in Book 252, page 470.
7. Easement(s) to American Telephone and Telegraph Company of North Carolina recorded in Book 576, page 460; Book 882, page 42; and Book 2374, page 549.
8. Easement(s) to Carolina Power and Light Company recorded in Book 760, page 425; Book 924, page 436; Book 928, page 31; Book 928, page 37; Book 928, page 40; Book 928, page 43; Book 928, page 48; Book 976, page 5; Book 1113, page 382; Book 1113, page 394; Book 1113, page 395; Book 1167, page 7; Book 1319, page 381; Book 1327, page 243; Book 1551, page 520; Book 1563, page 795; Book 5905, page 145; and Book 13135, page 1175.
9. Easement(s) to Durham Public Service Company recorded in Book 771, page 358; Book 838, page 374; Book 838, page 376; and as assigned by Deed to Duke Power Company recorded in Book 902, page 167.
10. Easement(s) to Duke Power Company recorded in Book 914, page 622; Book 914, page 626; Book 961, page 593; Book 961, page 595; and Book 965, page 342.
11. Right of Way Easements to the General Telephone Co. of The Southeast recorded in Book 1487, page 193; Book 1487, page 195; and Book 1487, page 197.
12. Consent Judgment to the Department of Transportation recorded in Book 7036, page 361. In connection therewith Memorandum of Action recorded in Book 5481, page 207; and as supplemented by Supplemental Memorandum of Action recorded in Book 6503, page 378.
13. Mutual Easement Agreement between Branch Banking and Trust Company and Tri-Land Associates recorded in Book 7431, page 551.
14. Zoning Allocation Agreement recorded in Book 7431, page 541; and as affected by Second Zoning Allocation and Restriction Agreement recorded in Book 7687, page 293.
15. Amended and Restated Declaration of Restrictions - Parcel J by and among Brier Creek Commons Limited Partnership, Brier Creek Associates Limited Partnership and Boney Wilson & Sons, Inc. recorded in Book 8535, page 1405.
16. Amended and Restated Declaration of Restrictions - Overnite Parcel by and among BCC Land I, LLC, Brier Creek Associates Limited Partnership and Boney Wilson & Sons, Inc. recorded in Book 8535, page 1396.
17. Declaration of Cross Easements by BCC Land I, LLC, Brier Creek Commons Limited Partnership, and Brier Creek Corporate Center Associates Limited Partnership recorded in Book 8933, page 142.

18. Transit Easement by and between Brier Creek Corporate Center Associates Limited Partnership and The City of Raleigh recorded in Book 12113, page 2667.
19. Option Agreement by Brier Creek Corporate Center Associates Limited Partnership, Ward Ventures, LLC and the City of Raleigh recorded in Book 12113, page 2771.
20. Declaration of Permanent Conservation Easement by Ward Ventures, LLC recorded in Book 12113, page 2784; and as amended by First Amendment to Declaration of Permanent Conservation Easement recorded in Book 14849, page 198.
21. Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution Agreement by and between Brier Creek Corporate Center Associates Limited Partnership, the City of Raleigh and Brier Creek Corporate Center Master Association, Inc. recorded in Book 12113, page 2722; as amended by First Amendment to Stormwater Replacement Agreement recorded in Book 14654, page 14; and as amended by Second Amendment to Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution Agreement recorded in Book 14849, page 252.
22. Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution Agreement by and between Brier Creek Corporate Center Associates Limited Partnership, the City of Raleigh and Brier Creek Corporate Center Master Association, Inc. recorded in Book 12113, page 2678; as amended by First Amendment to Stormwater Replacement Agreement recorded in Book 14654, page 1; and as amended by Second Amendment to Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution Agreement recorded in Book 14849, page 288.
23. Cross Parking and Access Agreement by and between Brier Creek Office #3, LLC, Brier Creek Office #4, LLC, Brier Creek Office #5, LLC and Brier Creek Corporate Center Associates Limited Partnership recorded in Book 13105, page 1724; as affected by Affidavit of Correction of Typographical or other Minor Error recorded in Book 13316, page 1945; and as amended by First Amendment to Cross Parking and Access Agreement recorded in Book 14849, page 240.
24. Agreement of Right of First Offer recorded in Book 13279, page 153.
25. Transit Easement to the City of Raleigh recorded in Book 14849, page 214.
26. Reciprocal Access and Parking Easement Agreement recorded in Book 17474, page 2126.
27. Temporary Construction Easement recorded in Book 17474, page 2112.
28. Easement(s) to Duke Energy Progress, LLC recorded in Book 17801, page 518.

29. Easement(s) to SEGRA, a Virginia corporation recorded in Book 18098, page 172.