

Water Tank Site  
Deed

**RECEIVED**

MAR 19 2012

CHATHAM COUNTY PLANNING DIV.

FILED

CHATHAM COUNTY NC  
TREVA B. SEAGROVES  
REGISTER OF DEEDS

FILED Dec 07, 2009

AT 11:01:34 am

BOOK 01491

START PAGE 0546

END PAGE 0548

INSTRUMENT # 12757

EXCISE TAX (None)

Prepared by: William T. Hutchins, Jr., 4011 University Drive, Suite 300, Durham, North Carolina 27707  
Return to: Grantee  
Revenue Stamps: N/A

**BOOK 1491 PAGE 0546**

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

**SPECIAL WARRANTY DEED**

THIS DEED made this 16<sup>th</sup> day of November, 2009, by and between NNP-BRIAR CHAPEL, LLC (hereinafter referred to as the "Grantor"), and CHATHAM COUNTY, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "Grantee").

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, its successors and assigns, all that certain parcel of real property located in Chatham County, North Carolina and more particularly described as follows:

BEING all of that 2.94 acre, more or less, tract shown as New Tract B-4 by the plat of survey entitled, "Briar Chapel - Map 24", of record at Plat Slide 2009 Page 216, Chatham County Registry.

This conveyance is subject to the following:

1. The Grantor and the Grantee covenant that the Property shall be used solely for purposes of a water tank and related functions and uses, the architectural plans, materials, signage, landscape plans and site plan which have been approved in writing by the Grantor. Any future alterations, modifications, demolition or new construction will also require Grantor's approval of all plans.

2. The Grantee shall keep and maintain all portions of the Property in a neat, orderly and well kept manner. Such maintenance shall include, but is not limited to, the following:

- (1) Prompt removal of all litter, trash, refuse and wastes;
- (2) Lawn mowing on a regular basis;
- (3) Tree and shrub pruning;
- (4) Watering by means of a lawn sprinkler system or hand watering as needed;
- (5) Keeping exterior lighting and mechanical facilities in working order;
- (6) Keeping lawn and garden areas alive;
- (7) Removing and replacing any dead plant material;
- (8) Keeping vacant land well maintained and free of trash and weeds;
- (9) Keeping parking areas and driveways in good repair;
- (10) Complying with all governmental health and police requirements;
- (11) Repainting of improvements; and
- (12) Repair of exterior damage to improvements.

In the event the Grantee fails to so maintain the Property, after thirty (30) days written notice to Grantee and a failure by Grantee to cure, the Grantor and the agents shall have the right, in addition to all other rights and remedies, to enter onto the Property for the purpose of correcting such conditions. Grantor shall be entitled to reimbursement from the Grantee of all reasonable costs of correcting such conditions plus an administrative fee equal to ten (10%) percent of such costs.

3. The Grantor hereunder reserves a non-exclusive permanent easement in favor of the Grantor over, across and under a mutually agreed upon location on the Property for (i) the purpose of the operation, maintenance and repair of any equipment necessary for telemetry operations associated with the water and sewer systems serving the Briar Chapel project; and (ii) a non-exclusive permanent easement in favor of the Grantor over, across and under the portion of the Property shown as "Monument Easement" on the plat of survey of record at Plat Book 2009, Page 216, Chatham County Registry, for the purpose of the construction and maintenance of entryway monument(s) and associated landscaping.

TO HAVE AND TO HOLD the aforescribed parcel and all privileges and appurtenances thereto belonging to the Grantees in fee simple.

THIS PARCEL is donated to Chatham County for use as a water tank site.

AND THE GRANTOR covenants with the Grantee that Grantor is seized of the Property in fee simple, has the right to convey the same in fee simple, that the 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 by, through or under Grantor but not otherwise. Title to the aforescribed parcel is conveyed subject to encumbrances of record.

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

NNP-BRIAR CHAPEL, LLC

By: KEITH HURAND

Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF Chatham

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Keith Hurand

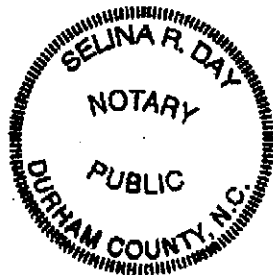
Date: 11.16.09

Selina R. Day  
Notary Public

Print Name: Selina R. Day

My commission expires: 8.30.2014

[Official Seal]



**RECEIVED**

MAR 19 2012

**CHATHAM COUNTY PLANNING DIV.**

CHATHAM COUNTY NC  
TREVA B. SEAGROVES  
REGISTER OF DEEDS

FILED Dec 07, 2009  
AT 10:59:13 am  
BOOK 01491  
START PAGE 0543  
END PAGE 0545  
INSTRUMENT # 12756  
EXCISE TAX (None)

**BOOK 1491 PAGE 0543**

Revenue STAMPS: NA

Prepared By: Richard Morgan 1201 Glen Meade Rd. Wilmington, NC 28401  
Return to: William T. Hutchins, JR PO Box 51579, Durham, NC 27717

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

THIS DEED, made and entered into this 18th day of May, 2009, by and between CAMERON PROPERTIES LIMITED PARTNERSHIP, a North Carolina limited partnership, DANIEL D. CAMERON, JR., single, of Durham County, North Carolina, and FIVE STAR GROUP, L.L.C., a North Carolina limited liability company, parties of the first part; and NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company, party of the second part;

WITNESSETH:

That the said parties of the first part, in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration to them in hand paid, the receipt of which is hereby acknowledged, have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, in fee simple, all that certain tract, parcel or lot of land in Chatham County, North Carolina, bounded and described as follows, to-wit:

Being all of that certain tract or parcel of land designated as "NEW TRACT B-4", containing 2.94 acres, more or less, as shown on a map entitled "BRIAR CHAPEL - MAP 24", recorded in Plat Slide 2009- 216 of the Chatham County Registry, reference to which map is hereby made for a more particular and detailed description.

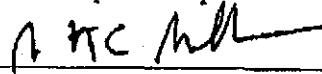
Subject to 2009 taxes, and any restrictions of record or easements of record applicable to the above property.


TO HAVE AND TO HOLD, the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said party of the second part, its successors and assigns, forever.

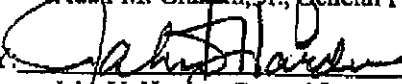
And the said parties of the first part do hereby covenant that they have not placed or suffered to be placed any presently existing lien or encumbrance on said premises, except as stated above, and that they will warrant and defend the title to the same against the lawful claims of all persons claiming by, through, under or on account of them, but no further.

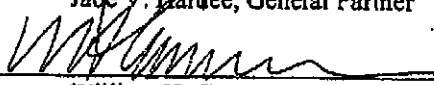
IN WITNESS WHEREOF, the said parties of the first part have executed this deed under seal, as of the day and year first above written.

CAMERON PROPERTIES LIMITED PARTNERSHIP, a North Carolina limited partnership

BY:  (SEAL)  
Scott C. Sullivan, General Partner

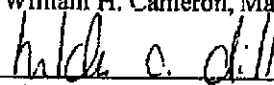
BY:  (SEAL)  
Adair M. Graham, Jr., General Partner

BY:  (SEAL)  
Jabe V. Hardee, General Partner

 (SEAL)  
William H. Cameron, attorney-in-fact for Daniel D. Cameron, Jr.

FIVE STAR GROUP, L.L.C., a North Carolina limited liability company

BY:  (SEAL)  
William H. Cameron, Manager

BY:  (SEAL)  
Hilda C. Dill, Manager

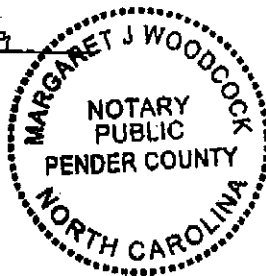
STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

BOOK 1491 PAGE 0545

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Scott C. Sullivan, Adair M. Graham, Jr., and Jabe V. Hardee, General Partners of Cameron Properties Limited Partnership

Date: 5/18/09

[Official Seal]



Margaret J. Woodcock  
Notary Public

Print Name: Margaret J. Woodcock

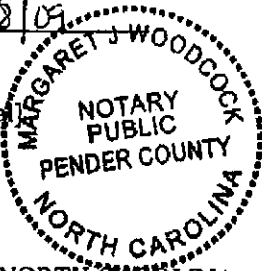
My commission expires: July 8, 2011

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: William H. Cameron, attorney-in-fact for Daniel D. Cameron, Jr.

Date: 5/18/09

[Official Seal]



Margaret J. Woodcock  
Notary Public

Print Name: Margaret J. Woodcock

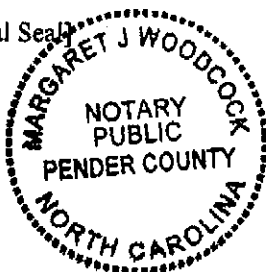
My commission expires: July 8, 2011

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: William H. Cameron and Hilda C. Dill, Managers of Five Star Group, L.L.C.

Date: 5/18/09

[Official Seal]



Margaret J. Woodcock  
Notary Public

Print Name: Margaret J. Woodcock

My commission expires: July 8, 2011