

FILED
CHATHAM COUNTY NC
LUNDAY A. RIGGSBEE
REGISTER OF DEEDS
FILED Dec 16, 2015
AT 02:31:32 pm
BOOK 01833
START PAGE 0249
END PAGE 0254
INSTRUMENT # 12261
EXCISE TAX (None)

Excise Tax: \$-0-
Mail after recording to: GRANTEE
This instrument was prepared by: Bradshaw & Robinson, LLP, P.O. Box 607, Pittsboro, NC 27312
Parcel No.

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED, made this 19 day of October, 2015 between NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company, 16 Windy Knoll Circle, Chapel Hill, 27516, hereinafter referred to as GRANTOR; and the COUNTY OF CHATHAM, North Carolina, P.O. Box 1809, Pittsboro, NC 27312, hereinafter referred to as GRANTEE. The designation Grantor and Grantee as used herein shall include the parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter, as required by context.

WITNESSETH

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 situated in Chatham County, North Carolina and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the aforesaid lot or parcel of land 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 as Grantor received, and that 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 conveyed subject to the following easements, exceptions, covenants and conditions:

- 1. All easements of record that do not limit the use of the Property as a civic site;
- 2. Rights of upper and lower riparian owners in and to the waters of streams, creeks or branches crossing or adjoining the Property, and the natural flow thereof, free from diminution or pollution;
- 3. Ad valorem property taxes not yet due and payable;
- 4. Any valid and enforceable covenants, conditions, easements and restrictions revealed by the survey of the Property referenced in Exhibit "A";
- 5. The covenants, restrictions and easements set forth in Exhibit "B" attached hereto and incorporated by reference; and
- 6. Grantee accepts the Property "as is, where is".

By acceptance and recordation of this Deed, Grantee acknowledges that Grantor has satisfied its obligation to donate a civic site pursuant to paragraph 14(d) of the Resolution Approving Revision to Conditional Use Permit Request adopted by the Chatham County Board of Commissioners on or about November 17, 2014 ("CUP 14(d)"), as the same has been, is, or may be amended from time to time. Grantee shall have no obligation to make any payments to Grantor or any Briar Chapel Entity (as hereinafter defined) with respect to the Property except as set forth in this Deed and the attached exhibits.

All covenants, restrictions and easements stated or referenced in this Deed touch, concern and run with the land.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

NNP-BRIAR CHAPEL, LLC, a
Delaware limited liability company

By: [Signature]
Name: LAURIE M. FORD
Title: VICE PRESIDENT

State of NC, County of Chatham

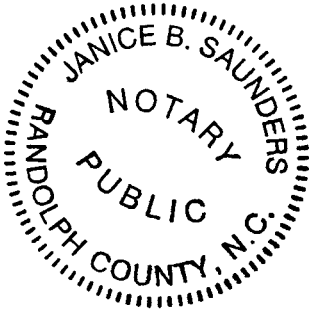
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Laurie M. Ford

Date: 10-19-2015

[Signature]
Janice B. Saunders, Notary Public
(Printed Name)
My commission expires: 11-1-2017

(Seal)



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EXHIBIT “A” TO SPECIAL WARRANTY DEED

PROPERTY DESCRIPTION

All of that certain parcel of land comprised of 3.683 acres, more or less, and more fully described and shown as parcel C1 on that certain Survey for North Chatham Fire Department, dated May 13, 2003, revised December 9, 2015 and December 9, 2015, by Van R. Finch - Land Surveys, P.A. and recorded at Plat Slide 2015-306, on December 16, 2015, Chatham County Registry of Deeds.

EXHIBIT "B" TO SPECIAL WARRANTY DEED

Declaration of Covenants, Conditions, Restrictions and Easements

From and after the date of this conveyance, the Property shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, restrictions, and easements, (this "Declaration") which shall encumber the title to the Property and shall be binding upon Grantee and its successors-in-title to the Property and all other persons now having or hereafter acquiring any right, title, or any interest in any of the Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall inure to the benefit of Grantor, Briar Chapel Community Association, Inc., a North Carolina nonprofit corporation (the "**Association**"), and Old North State Water Company, LLC, a North Carolina limited liability company ("ONSWC"), and their respective successors and assigns (each a Briar Chapel Entity).

1. The Property may be used solely for civic uses, structures and facilities, but for no other uses, structures, or facilities (the "Permitted Uses").

2. Grantee accepts the Property "as is, where is." Grantee shall be responsible for maintaining, repairing, replacing, insuring, and operating all existing and future improvements upon the Property and paying the following fees associated with the Property and its improvements including the following: building permits, water connections or tap fees, driveway encroachments, and ongoing water and sewer charges, other utility costs. Grantor shall have no obligation to pay the same or any similar fees with respect to the Property. Grantee may elect to employ a septic wastewater treatment system, said system to be installed, operated, maintained and replaced at Grantee's expense. Alternatively, through November 16, 2021, Grantee may elect to tap on to the ONSWC wastewater collection system as a customer and is hereby allocated up to 400 gallons per day of wastewater treatment capacity. Grantee shall have through November 16, 2021 within which to notify ONSWC and Grantor of its intent to use said reserved capacity and shall, in such case, promptly thereafter tap on to the system. If Grantee elects to tap on, Grantee shall be obligated to pay ONSWC all applicable fees and charges for the same and for service. Failure to timely notify ONSWC of its intent to use said reserved capacity shall cause the capacity allocation to automatically terminate on November 17, 2021. If Grantee timely elects to tap on and if an easement is necessary to allow Grantee to install, operate, maintain and replace a collection line to the nearest sewer main, Grantor shall convey a sufficient easement o Grantee.

3. The Property is and shall continue to be subject to the Declaration of Covenants, Conditions and Restrictions for Briar Chapel recorded in the Public Records on November 16, 2007 in Deed Book 1370, Page 1020, *et seq.*, re-recorded November 28, 2007 in Deed Book 1372, Page 884, *et seq.* (as it has been amended and supplemented prior to the date hereof, the "**Community Declaration**"), provided that no such covenant, condition, or restriction shall require the payment of any charge, cost or fee except as expressly set forth in this deed, and provided further that no such covenant, condition or restriction therein shall prevent, restrict, or limit the use of the Property as a civic site.

4. Any structure constructed or placed on the Property shall be subject to applicable Briar Chapel Design Guidelines existing as of November 17, 2014 and reasonable Design Review Committee approval. No other approval, covenants, terms, conditions, restrictions, fees or charges shall apply.

5. Grantor reserves unto itself and ONSWC, their successors and assigns, and Grantee grants unto Grantor and ONSWC, their respective successors and assigns, a non-exclusive permanent, reclaimed wastewater line easement at a location to be approved in writing by Grantee. Said easement shall be for the installation, repair, replacement and maintenance of a spray irrigation conveyance line for the purpose of conveying reclaimed wastewater from one point in the Briar Chapel project to another point. There shall be no sprinkler heads or other reclaimed wastewater facilities and no irrigation on the Property except at locations expressly approved by Grantee in writing.

6. Grantor reserves unto itself and ONSWC, their successors and assigns and Grantee grants unto Grantor and ONSWC, their respective successors and assigns, a fifteen foot (15') non-exclusive, perpetual utility and landscape easement along Great Ridge Parkway and an additional (immediately to the east of and along side of the 15' easement just described), temporary ten foot (10') construction easement. Said easements shall be for the purpose of installation, maintenance, repair, removal and replacement of utilities and landscaping.

7. This Declaration shall burden the Property for the benefit of all of the real property now or hereafter submitted to the provisions of the Community Declaration and shall be enforceable by Grantor, the Association, and ONSWC, and their respective successors or assigns who have any rights, interest, or obligations under the Community Declaration or any right, title, or interest in any property subject to the Community Declaration.

8. Subject to amendment or termination as provided herein, this Declaration is intended to have perpetual duration. However, if any provision of this Declaration would be unlawful, void, or voidable by reason of any North Carolina law prohibiting such provisions from extending more than 21 years beyond the death of a person identified in such provision who is living at the time such provision is made, such provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. Notwithstanding the foregoing, if the Property becomes subject to the Community Declaration, then this Declaration shall automatically terminate and be of no further force and effect and thereafter use and development of the Property shall be subject to the terms of the Community Declaration and the other governing documents referenced therein.

9. Without limiting the right of any person or entity described in the first, unnumbered Paragraph of this Exhibit B of this Declaration to enforce Paragraph 1 hereof by any means available at law or in equity, Grantor shall have the right to exercise its rights under CUP 14(d), a copy of which is attached hereto and incorporated herein by reference as Exhibit "B-1" to Special Warranty Deed.

10. Grantee hereby releases Grantor from any and all claims regarding the Property and concerning the condition of the Property as of the date of recordation of this deed.

11. Grantee shall keep and maintain all portions of the Property in a neat and attractive condition, and in good order and repair.

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12. Grantee covenants not to exceed 24% maximum impervious surface area on the Property. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

13. This Declaration may be amended or terminated only by a written instrument referencing this Declaration which is signed by Grantor and Grantee (or any subsequent record owner of the Property if Grantee conveys the Property) and recorded in the Office of the Register of Deeds for Chatham County, North Carolina.

14. This Deed is tendered as of Oct 19, 2015. If Grantee fails to record the same prior to Oct 19, 2016, the Deed and tender are cancelled and Grantee shall immediately return the same to Grantor, pursuant to the terms of CUP 14(d).

EXHIBIT "B-1" TO NORTH CAROLINA SPECIAL WARRANTY DEED
FROM NNP-BRIAR CHAPEL, LLC TO COUNTY OF CHATHAM

- d) Civic Site: Applicant has agreed to and shall tender to the County, within one (1) year of the date of the approval of this amendment, a special warranty deed, reasonably acceptable to the County, for a minimum three (3) acre building site located at the northeastern corner of Mann's Chapel Road and Great Ridge Parkway for use by the County as a civic site. The deed shall include (1) a covenant not to exceed 24% maximum impervious surface area on the site; (2) a provision allowing a septic system and also an easement sufficient to allow for installation, maintenance and repair of an appropriate sewer collection line for connection to the Briar Chapel Utilities waste water collection system and treatment plant as well as allocated sewer capacity in the amount of no more than 400 gallons per day; (3) a covenant subjecting any structure to be constructed or placed on the site to applicable Briar Chapel Design Guidelines, existing as of the date of this revision, and reasonable Design Review Committee approval, but no other approvals, covenants, terms, conditions, restrictions, fees or charges, (4) a covenant restricting use of the parcel to civic uses, structures and facilities; and (5) a covenant providing that if one of the following does not occur on or before December 31, 2025, the Conditional Use Permit expiration date, or any extension of that date approved by the County (Condition #1 Stipulations Specific to the Development), the property, free and clear of any liens or encumbrances, shall revert to Applicant or its successors and assigns:
- i. Issuance of a building permit for at least one (1) structure on the site; provided further that construction is commenced thereon within six (6) months after the issuance of the building permit(s), and substantially completed within eighteen (18) months after the issuance of the building permit(s); or
 - ii. In the case of use of the site for purposes that involve no constructed or placed structures, the property is made open to the public for such use.

The County shall have seven (7) years from the date of approval of this amendment to notify Briar Chapel of its intent to use the reserved sewer capacity for the site. If the County fails to record the deed to said site within one (1) year of the date that a deed for said site is tendered to the County, the Conditional Use Permit obligation to convey said site shall be deemed immediately canceled and the unrecorded deed shall be returned to Applicant.