

FILED Nov 24, 2015
AT 03:41:27 pm
BOOK 01829
START PAGE 0889
END PAGE 0894
INSTRUMENT # 11512
EXCISE TAX \$5,500.00

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$5,500

Parcel Identifier Nos. 0005321 & 0005814

Verified by Chatham County on the ___ day of _____, 2015, by: _____

After recording return to: Nelson Mullins Riley & Scarborough LLP, GlenLake One, Suite 200,
4140 Parklake Avenue, Raleigh, North Carolina 27612, Attn: Cathy M. Rudisill, Esq.

This instrument was prepared by: Klehr, Harrison, Harvey, Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, PA 19130

Brief description for the Index: 338 Pea Ridge Rd, New Hill, NC 27562

THIS DEED made this 12th day of November, 2015, by and between

| GRANTOR | GRANTEE |
|---|--|
| DuraFiber Technologies (DFT), Inc. f/k/a Performance Fibers, Inc., a Delaware corporation 13620 Reese Boulevard Suite 400 Huntersville, NC 28078 | Moncure Holdings West, LLC, a North Carolina limited liability company 282 Century Place Suite 2000 Louisville, CO 80027 |

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 situated in the Chatham County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

This conveyance and special warranty of title contained herein are made expressly subject to (i) those items set forth on Exhibit B hereto and (ii) the lien of any real estate taxes for 2016 and thereafter, not yet due and payable.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1149, page 131.

BK 1829 PG 0890

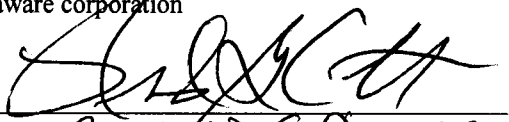
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And 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 only, other than the following those exceptions as shown on Exhibit B, attached hereto.

[Signature page follows]

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

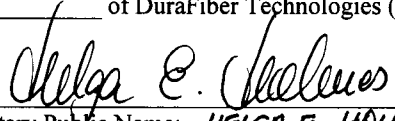
DuraFiber Technologies (DFT), Inc.
f/k/a Performance Fibers, Inc.,
a Delaware corporation

By: 
Print Name: RICHARD G. CUTTER
Title: VP, GENERAL COUNSEL & SECRETARY

STATE OF NC
COUNTY OF MECKLENBURG

I certify that the following person(s), either being personally known to me or proven by satisfactory evidence, 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: Richard G. Cutter as the * of DuraFiber Technologies (DFT), Inc. f/k/a Performance Fibers, Inc.

Date: November 12, 2015
* VP, General Counsel & Secretary


Notary Public Name: HELGA E. HOLMES

[Official Seal]

My Commission Expires: 7.30.2019

HELGA E. HOLMES
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires July 30, 2019

BK 1829 PG 0892
EXHIBIT "A"

All of Tract 1 and Tract 2 as shown on that recorded in Plat Slide 2001-40, Plat Slide 2004-41, Plat Slide 2004-42 and Plat Slide 2004-43, Chatham County Registry.

Together with real property rights as set forth in that certain Declaration of Covenants, Conditions, and Restrictions dated February 10, 2004, by and between Honeywell International, Inc., a Delaware corporation, and Moncure Volunteer Fire Department, Inc., a North Carolina corporation, recorded on February 10, 2004, in Book 1084, Page 346, and in Instrument No. 01664, Chatham County Registry.

BK 1829 PG 0893
EXHIBIT "B"

1. Terms, covenants, conditions, restrictions and easements as set forth in Declaration of Covenants, Conditions and Restrictions by and between Honeywell International, Inc. and Moncure Volunteer Fire Department, Inc. recorded in Book 1084 at Page 346, Chatham County Registry, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
2. Easements, setback lines and any other matters shown on plat recorded in Plat Slide 2004, Pages 40, 41, 42, and 43 and Plat Slide 2015-~~273~~²⁷², Chatham County Registry.
3. Terms and Conditions of Agreement by and between Seaboard Coast Line Railroad Company and Fibers Division, Allied Chemical Corporation recorded in Book 359 at Page 283, as modified by Release Agreement by CSX Transportation, Inc., recorded in Book 660 at Page 80, Chatham County Registry. See also agreement recorded in Book 351 at Page 93, Chatham County Registry; as all assigned per instrument recorded in Book 1155 at Page 563, Chatham County Registry.
4. Easement from Johnson & Wimsatt, Inc. to Carolina Power & Light Company recorded in Book 317 at Page 7, Chatham County Registry.
5. Right of Way Agreement from Allied Chemical Corporation to State Highway Commission recorded in Book 351 at Page 435, Chatham County Registry.
6. Easements from Allied Chemical Corporation to Carolina Power & Light Company recorded in Book 357 at Pages 128 and 129, Chatham County Registry.
7. Right of Way Agreement from Allied Chemical Corporation to Public Service Company of North Carolina, Inc. recorded in Book 353 at Page 113, Chatham County Registry.
8. Right of Way Agreement from Allied Chemical Corporation to Department of Transportation recorded in Book 764 at Page 672, Chatham County Registry.
9. Restrictions contained in the Special Warranty Deed from Honeywell International Inc. to Performance Fibers, Inc. recorded in Book 1149 at Page 131, Chatham County Registry.
10. Title to that portion of the land, if any, lying within the railroad right of way and rights of the railroad company servicing the railroad siding located on insured premises in and to the ties, rails and other properties constituting said railroad siding or in and to the use thereof and also rights of others thereto entitled in and to the use thereof.
11. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the land and riparian and/or littoral rights incident to the land.
12. Title to that portion of the land lying within the bounds of any roads or highways; and/or rights of the public and others entitled thereto in and to the use of that portion of the insured premises within the bounds of street or roadway, if any.
13. The following matters as shown on the survey dated October 8, 2015, by Charles O. Eliason, Professional Land Surveyor:
 - a) overhead utility lines and poles;
 - b) 30' & 70' wide Carolina Power & Light Company right of way (DB 357, PGS 128 & 129);
 - c) 140' wide water intake and sewer discharge easement;

BK 1829 PG 0894

- d) pump station;
- e) limits of cultivation encroachment;
- f) fire hydrants, boxes, valves;
- g) storm drainage lines;
- h) gas line and junction.

14. Rights of others, if any, in and to soil drive and drainage ditches affecting the subject property as shown on survey dated October 8, 2015, prepared by Charles O. Eliason, PLS.

| | |
|--------------|--------------|
| FILED | Jan 11, 2018 |
| AT | 04:01:02 PM |
| BOOK | 01967 |
| START PAGE | 0155 |
| END PAGE | 0166 |
| INSTRUMENT # | 00339 |
| EXCISE TAX | \$0.00 |

NORTH CAROLINA NON-WARRANTY DEED WITH EASEMENT RESERVATION

Site No.: 104525
Land Unit Nos.: 1182869, 1182867, & 1182865
Project No.: 104525-448492

Excise Tax: NTC

Tax Parcel Identifier Nos.: 5620, 66669, 5369, 5604, 65277, Portions of 65276, and Portion of 77662

Verified by _____ County on the ____ day of _____, 20_____

By: _____

Mail/Box to: Grantee

This instrument was prepared by: Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P. (DWB)
[Without title examination. No title opinion is expressed directly or indirectly by our preparation of this deed]

Brief description for the Index: Multiple Tracts – Cape Fear Township, Chatham County, NC

THIS DEED made this 9th day of January, 2018, by and between

GRANTOR

DUKE ENERGY PROGRESS, LLC,
a North Carolina limited liability company
(f/k/a **DUKE ENERGY PROGRESS, INC. and f/k/a**
CAROLINA POWER & LIGHT COMPANY d/b/a
PROGRESS ENERGY CAROLINAS, INC.)
c/o Data & Document Management
550 South Tryon Street DEC 22A
Charlotte, North Carolina 28202

GRANTEE

MONCURE HOLDINGS, LLC,
a North Carolina limited liability company
282 Century Place
Suite 2000
Louisville, CO 80027

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, release, remise and forever quitclaim unto the Grantee, subject to the easements reserved unto Grantor herein as set forth on Exhibit B, Exhibit B-1, and Exhibit C attached hereto and incorporated herein by reference, all right, title and interest of Grantor, if any, in and to those certain lots or parcels of land situated in Cape Fear Township, Chatham County, North Carolina and more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property").

The Grantor makes no warranty, express or implied, as to title to the Property.

All or a portion of the Property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

The Property shall not include any right, title, or interest whatsoever in or to Grantor's lines, facilities, fixtures, equipment, and/or other personal property now located at the Property or as the same may hereafter be located upon the Property and that shall remain at the Property pursuant to the terms and conditions of the easements reserved by the Grantor in that certain Special Warranty Deed with Easement Reservation from Grantor to Grantee dated December 27, 2017, and recorded on December 28, 2017, in Book 1965, Page 119, Chatham County Registry (said easements being again herein reserved by Grantor).

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing North Carolina Non-Warranty Deed with Easement Reservation as of the day and year first above written.

DUKE ENERGY PROGRESS, LLC,
a North Carolina limited liability company
(f/k/a DUKE ENERGY PROGRESS, INC. and
f/k/a CAROLINA POWER & LIGHT COMPANY d/b/a
PROGRESS ENERGY CAROLINAS, INC.)

By: *Martha S Purser*

Print Name: Martha S. Purser
Director Real Estate Strategy and Transactions

Title: _____

State of North Carolina

County of Mecklenburg

I, the undersigned Notary Public of Union County, North Carolina, certify that Martha S. Purser personally came before me this day and being personally known to me or proven by satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged that (s)he is the Director Real Estate Strategy and Transactions, an authorized representative of DUKE ENERGY PROGRESS, LLC, a North Carolina limited liability company (f/k/a DUKE ENERGY PROGRESS, INC. and f/k/a CAROLINA POWER & LIGHT COMPANY d/b/a PROGRESS ENERGY CAROLINAS, INC.), and that (s)he, in such capacity, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company for the purposes stated therein.

Witness my hand and Notarial stamp or seal, this 9th day of January, 2018.

My Commission Expires: 9/18/19
(Affix Seal)

Nancy J. Holmes
Nancy J. Holmes, Notary Public
Notary's Printed or Typed Name

EXHIBIT A

(DESCRIPTION OF THE PROPERTY)

TRACT 1 (45.75 ACRE TRACT):

BEING ALL THAT CERTAIN LOT OR TRACT OF LAND CONTAINING 45.75 ACRES, MORE OR LESS, ALL AS SHOWN ON A PLAT OF SURVEY ENTITLED "MAP OF LAND TO BE ACQUIRED FROM NORTH CAROLINA STATE UNIVERSITY STUDENT AID ASSOCIATION, CAPE FEAR TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA BY CAROLINA POWER & LIGHT COMPANY", DATED JANUARY 21, 2002 PREPARED BY DAVIS-MARTIN-POWELL & ASSOC., INC., ENGINEERING-LAND PLANNING-SURVEYING, AND RECORDED IN PLAT BOOK 2002, PAGE 47, CHATHAM COUNTY REGISTRY AND BEING THE SAME PROPERTY ACQUIRED BY NORTH CAROLINA STATE UNIVERSITY STUDENT AID ASSOCIATION BY DEED DATED AUGUST 1, 1999 AND RECORDED IN BOOK 802, PAGE 672, CHATHAM COUNTY REGISTRY.

TRACT 2 (27.10 ACRE TRACT):

BEING ALL OF LOT 4 CONTAINING 27.10 ACRES, MORE OR LESS, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "SURVEY FOR ROBERT GLEN ROGERS HEIRS" BY BENNETT SURVEYS, INC., WHICH WAS FILED FOR RECORD DECEMBER 13, 2000, ON PLAT SLIDE 2000-429, CHATHAM COUNTY, NORTH CAROLINA, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A METES AND BOUNDS DESCRIPTION.

TRACT 3:

FIRST (34.98 ACRE TRACT) (ABOVE TRACT 5B)

BEING ALL OF THAT CERTAIN NORTHERNMOST TRIANGULAR-SHAPED LOT OR TRACT OF LAND CONTAINING 34.98 ACRES (AND AREA IN EXISTING CP&L R/W CONTAINING 2.90 ACRES) MORE OR LESS, ALL AS SHOWN AS A PORTION OF TRACT 1 ON A PLAT OF SURVEY ENTITLED, " SURVEY FOR CAROLINA POWER & LIGHT A PROGRESS ENERBY COMPANY OF THE WILLIAMETTE INDUSTRIES, INC." (TRI-PLY MCARTHUR TRACT) CAPE FEAR TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA (CP&L DRAWING NO. L-D-9622), DATED JULY 26, 2001, PREPARED BY DAVIS-MARTIN-POWELL & ASSOC., INC., ENGINEERING-LAND PLANNING-SURVEYING, AND RECORDED IN PLAT BOOK 2001, PAGE 279, CHATHAM COUNTY REGISTRY.

FIRST (207.57 ACRE TRACT) (BELOW TRACT 5B)

BEING ALL OF THAT CERTAIN LOT OR TRACT OF LAND CONTAINING 207.57 ACRES (4.59 ACRES IN ROAD R/W), MORE OR LESS, ALL AS SHOWN ON A PLAT OF SURVEY ENTITLED "SURVEY FOR CAROLINA POWER & LIGHT A PROGRESS ENERGY COMPANY OF THE WILLIAMETTE INDUSTRIES, INC." (TRI-PLY MCARTHUR TRACT), CAPE FEAR TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA (CP&L DRAWING NO. L-D-9622), PREPARED BY DAVIS-MARTIN-POWELL & ASSOC., INC., ENGINEERING-LAND PLANNING-SURVEYING, AND RECORDED ON AUGUST 3, 2001, IN PLAT BOOK 2001, PAGE 279, CHATHAM COUNTY REGISTRY. ALSO BEING PART OF THE PROPERTY DESCRIBED IN THAT DEED FROM WILLAMETTE INDUSTRIES, INC. TO CAROLINA POWER & LIGHT COMPANY RECORDED ON AUGUST 23, 2001, IN BOOK 887, PAGE 297, CHATHAM COUNTY REGISTRY.

SECOND (23.61 ACRE TRACT)

A PARCEL OF LAND BEING A PORTION OF THE LAND PREVIOUSLY RECORDED IN DEED BOOK 887 PAGE 297; SAID PORTION LYING WEST OF THE CENTERLINE OF CHRISTIAN CHAPEL CHURCH ROAD (60' PUBLIC RIGHT OF WAY) LOCATED IN CAPE FEAR TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL IN THE RIGHT OF WAY OF CHRISTIAN CHAPEL CHURCH ROAD AT THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY OWNED BY THOMAS GUNTER JR (DB 458 PG 372);

THENCE SOUTH 02° 45' 47" WEST ON THE WEST LINE OF GUNTER LANDS, A DISTANCE OF 133.15 FEET TO A POINT;

THENCE SOUTH 18° 56' 13" EAST, CONTINUING ON THE WEST LINE OF GUNTER LANDS, A DISTANCE OF 232.40 FEET TO A POINT;

THENCE ALONG THE CENTERLINE OF CHRISTIAN CHAPEL CHURCH ROAD THE FOLLOWING CALLS:

S 25° 17' 16" E, A DISTANCE OF 90.08 FEET TO A POINT;
S 33° 48' 44" E, A DISTANCE OF 118.87 FEET TO A POINT;
S 42° 53' 23" E, A DISTANCE OF 103.62 FEET TO A POINT;
S 51° 48' 55" E, A DISTANCE OF 115.15 FEET TO A POINT;
S 59° 19' 57" E, A DISTANCE OF 84.11 FEET TO A POINT;
S 65° 06' 05" E, A DISTANCE OF 88.03 FEET TO A POINT;
S 68° 52' 20" E, A DISTANCE OF 362.59 FEET TO A POINT;
S 58° 57' 42" E, A DISTANCE OF 114.98 FEET TO A POINT;
S 47° 29' 41" E, A DISTANCE OF 112.15 FEET TO A POINT;
S 37° 40' 31" E, A DISTANCE OF 100.83 FEET TO A POINT;
S 28° 07' 20" E, A DISTANCE OF 107.38 FEET TO A POINT;
S 24° 22' 04" E, A DISTANCE OF 198.01 FEET TO THE INTERSECTION WITH THE NORTH LINE OF LANDS NOW OR FORMERLY OWNED BY ITAC 27 LLC AND ROBERT CUTLIP VP (DB 908 PG 583);

THENCE S 87° 02' 34" W, ON THE SAID NORTH LINE OF ITAC 27, A DISTANCE OF 1360.85 FEET TO A FOUND 1" IRON PIPE BENT ON THE EAST LINE OF LANDS NOW OR FORMERLY OWNED BY CAROLINA POWER AND LIGHT COMPANY (DB 887 PG 297);

THENCE N 04° 23' 53" W, ON THE SAID EAST LINE OF CAROLINA POWER AND LIGHT, A DISTANCE OF 931.10 FEET TO A FOUND 1" IRON PIPE AT THE CENTERLINE OF A DITCH AT THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OWNED BY CAROLINA POWER AND LIGHT COMPANY (DB 1423 PG 465);

THENCE N 01° 12' 39" W, ON THE EAST LINE OF SAID CAROLINA POWER AND LIGHT LANDS, A DISTANCE OF 404.62 FEET TO A FOUND CAPPED 1" IRON PIPE AT A SOUTHERLY CORNER OF LANDS NOW OR FORMERLY OWNED BY DONALD AND THOMAS BROWNING (DB 1691 PG 461);

THENCE N 63° 41' 43" E, ON THE SOUTH LINE OF SAID BROWNING LANDS, A DISTANCE OF 266.36 FEET TO **THE POINT OF BEGINNING;**

CONTAINING 1,028,654 SQUARE FEET OR 23.61 ACRES, MORE OR LESS.

TRACT 4 (54.04 ACRE TRACT):

BEING ALL THAT CERTAIN LOT OR TRACT OF LAND CONTAINING 54.04 ACRES, MORE OR LESS, ALL AS SHOWN ON A PLAT OF SURVEY ENTITLED "MAP OF LAND TO BE ACQUIRED FROM SP FORESTS, LLC, SUSTAINABLE FORESTS L.L.C. (TIMBER) AND INTERNATIONAL PAPER COMPANY (MINERALS) (PATRICK TRACT), CAPE FEAR TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA BY CAROLINA POWER & LIGHT COMPANY", DATED OCTOBER 26, 2001 PREPARED BY DAVIS-MARTIN-POWELL & ASSOC., INC., ENGINEERING-LAND PLANNING-SURVEYING, AND RECORDED IN PLAT BOOK 2001, PAGE 471, CHATHAM COUNTY REGISTRY.

TRACT 5 (142.41 ACRE TRACT & 50.93 ACRE TRACT):

BEING ALL THOSE CERTAIN LOTS OR TRACTS OF LAND CONTAINING 142.41 ACRES (TRACT "A") AND 50.93 ACRES (TRACT "B"), MORE OR LESS, ALL AS SHOWN ON A PLAT OF SURVEY ENTITLED "MAP OF LAND TO BE ACQUIRED FROM INTERNATIONAL PAPER COMPANY (TOM WILLIAMS TRACT), CAPE FEAR TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA BY CAROLINA POWER & LIGHT COMPANY", DATED OCTOBER 26, 2001 PREPARED BY DAVIS-MARTIN-POWELL & ASSOC., INC., ENGINEERING-LAND PLANNING-SURVEYING, AND RECORDED IN PLAT BOOK 2001, PAGE 467, CHATHAM COUNTY REGISTRY.

EXHIBIT B**GRANTOR'S RESERVATION OF TRANSMISSION EASEMENT**

As used herein, the term "**Right of Way Strip**" shall mean (i) that area or parcel of land containing 12.59 acres, more or less, being more particularly described and shown as the "R/W to be Retained" on that plat of survey entitled "Map Showing R/W to be Retained by Duke Energy Progress, LLC" dated December 13, 2017, and marked Map No. 108288-452631, and (ii) that area or parcel of land containing 5.19 acres, more or less, being more particularly described and shown as the "R/W to be Retained" on that plat of survey entitled "Map Showing R/W to be Retained by Duke Energy Progress, LLC" dated December 13, 2017, and marked Map No. 108046-452632, said plats being attached hereto as **Exhibit B-1** and incorporated herein by reference.

(a) SUBJECT TO AND RESERVING from the Property hereinabove-described on **Exhibit A** hereof, the right, privilege, and perpetual easements and rights of way for the Grantor, Duke Energy Progress, LLC (hereinafter in this **Exhibit B** referred to as "DEP"), its successors, and assigns, to go in and upon said Property within the Right of Way Strip (as defined herein) and to construct, reconstruct, replace, rebuild, enlarge, modify, remove, inspect, repair, maintain, operate and use within the Right of Way Strip multiple lines for transporting electrical energy and for telecommunications and/or data uses of DEP, its successors and assigns, which lines may consist of single or multiple rows of poles, towers, or other structures (at appropriate intervals and without limitation as to number) and related footings and foundations; crossarms; insulators; aboveground and/or underground conductors, static wires, grounds, cables, conduits, electronic equipment, and other appurtenant apparatus, fixtures, hardware, and appliances; and guy wires and anchors inside and/or outside the Right of Way Strip to support DEP's overhead facilities at angle points. DEP shall have the right to: (i) clear and keep the Right of Way Strip free of all trees and other vegetation (except as provided in subsection (b) below), structures, and other objects of any nature including, without limitation, satellite signal receiver systems, billboards, signs, buildings, manufactured homes, mobile homes and trailers, graves, wells, retaining walls, racking, dumpsters, sheds, fire pits or barbecues, swimming pools and any associated decking, septic systems or storage tanks and systems (whether aboveground or belowground), flammable materials, building materials, wrecked or disabled vehicles or equipment, refuse of any type, and all other objects (whether aboveground or belowground); and (ii) install and maintain roads within the Right of Way Strip and install gates in any fences located within the Right of Way Strip, to afford DEP access to the Right of Way Strip.

(b) Grantee's Allowed Use. Grantee shall be entitled to use the Right of Way Strip for all purposes not inconsistent with the rights and easements herein granted to DEP, including the right to: (i) cultivate and harvest annual seasonal crops (not including orchards or timber); (ii) pave, improve and use the Right of Way Strip for vehicular parking, provided that such vehicles are operable and readily moveable under their own power and further provided that Grantee installs protective barriers satisfactory to DEP for the protection of DEP's facilities; (iii) use the Right of Way Strip for recreation, provided no structures or objects (aboveground or belowground) are erected or placed therein without the prior written approval of DEP (which DEP may withhold in its sole discretion); (iv) use and maintain existing roads and drives and sewer, water, and other utility lines within the Right of Way Strip at their existing locations as of the date of the Special Warranty Deed with Easement Reservation from DEP to Grantee (said Deed being dated as of December 27, 2017, and recorded on December 28, 2017, in Book 1965, Page 119, Chatham County Registry); (v) construct, use, and maintain new paved or unpaved roads, streets, and driveways and new water, sewer, drainage, and other utility lines or pipes crossing the Right of Way Strip, provided such facilities conform to the following requirements: (A) such facilities cross the Right of Way Strip from one side of the Right of Way Strip to the other side at an angle of not less than thirty (30) degrees between the center line of said facilities and the center line of the Right of Way Strip, (B) no road, street, or driveway shall intersect with any other road, street, or driveway, in whole or in part, within the Right of Way Strip, (C) no portion of such facilities and their associated easement area, if any, is located within twenty-five (25) feet of any of DEP's poles, towers, structures, guy wires, or guy anchors, (D) such facilities are constructed in such a manner as to withstand the weight of DEP's heavy equipment, and (E) such facilities are constructed in strict compliance with all clearance requirements of DEP and all other regulations and ordinances then applicable to electrical facilities; (vi) maintain fences existing as of the date of the Special Warranty Deed with Easement Reservation from DEP to Grantee (said Deed being dated as of December 27, 2017, and recorded on December 28, 2017, in Book 1965, Page 119, Chatham County Registry) (if any), provided that DEP may add gates to allow it access as set forth in subsection (a)(ii) above; (vii) build new fences on the Right of Way Strip with the prior written approval of DEP (which DEP may withhold in its sole discretion), provided any such new fences conform to the following requirements: (A) such fences shall not be attached to DEP's poles, towers or structures, (B) such fences shall be installed at least twenty-five (25) feet from DEP's poles, towers, structures, guy wires, and guy anchors, (C) such fences shall not exceed ten (10) feet in height, (D) such fences shall cross the Right of Way Strip from one side of the Right of Way Strip to the other side at an angle of not less than 30 degrees between the

centerline of the fence and the center line of the Right of Way Strip, and (E) if a fence crosses the Right of Way Strip or makes part of it inaccessible to DEP, Grantee shall install a gate pursuant to DEP's specifications to allow free access required by DEP's vehicles and equipment; and (viii) excavate, grade, and fill, provided Grantee receives DEP's prior written approval (which DEP may withhold in its sole discretion), which approval may contain conditions including, without limitation, the allowable grade and distances from DEP's facilities that cannot be excavated.

(c) DEP's Use of Property Outside of the Right of Way Strip. DEP, its successors and assigns, further reserve the right to enter upon the Property outside of the Right of Way Strip for the following purposes and uses:

- (1) to cut, at any time and from time to time, in DEP's discretion, any tree located outside the Right of Way Strip the length of which tree plus five (5) feet equals or exceeds the distance from the base of such tree to the nearest overhead facility or to a point on the ground directly underneath the nearest overhead facility ("**Danger Trees**"), and to cut and remove any limb or any part thereof from any tree standing outside of the Right of Way Strip when such limb or part thereof protrudes or is likely to protrude into the Right of Way Strip; and
- (2) to gain access to the Right of Way Strip and Danger Trees at any time and from time to time by vehicles, equipment, and pedestrians, provided that DEP's use of the Property outside of the Right of Way Strip shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access to the Right of Way Strip and/or Danger Trees by vehicles, equipment, and pedestrians. If then-existing streets, roads, and driveways do not provide sufficient access, then DEP shall be entitled to use a reasonably convenient and feasible access route or routes over the Property to access the Right of Way Strip and/or Danger Trees and shall be entitled to construct and maintain a roadway or driveway for such purposes.

(d) DEP's Use of Property Outside of the Right of Way Strip. DEP, its successors and assigns, further reserve the following rights:

- (1) to attach antenna or other equipment or devices for wireless or other telecommunications or data transmission ("**Communications Equipment**") to poles, towers, or other support structures within the Right of Way Strip, including the right to add, modify, enlarge, and/or extend any poles, towers, or other support structures for such purposes.
- (2) to use one or more portions of the Right of Way Strip, having dimensions not exceeding twenty-five (25) feet by twenty-five (25) feet and located adjacent to or at the base of each such pole, tower, or other support structure to which Communications Equipment is attached (each a "**Communications Area**") to construct, reconstruct, replace, rebuild, enlarge, modify, remove, inspect, maintain, and use electronic equipment and other equipment necessary or desirable in connection with wireless or other communications from and to the Communications Equipment installed upon such pole, tower, or other support structure. DEP shall be entitled to designate the location of the Communications Areas and may relocate such Communications Areas within the Right of Way Strip if such pole, tower, or other support structure to which Communications Equipment is attached is relocated.

(3) to enter upon the Property outside of the Right of Way Strip to gain access to the Communications Areas and Communications Equipment by vehicles, equipment, and pedestrians, provided that DEP's use of the Property outside of the Right of Way Strip shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access to the Communications Areas and/or Communications Equipment by vehicles, equipment, and pedestrians. If then-existing streets, roads, and driveways do not provide sufficient access, then DEP shall be entitled to use a reasonably convenient and feasible access route or routes over the Property to access the Communications Areas and/or Communications Equipment and shall be entitled to construct and maintain a roadway or driveway for such purposes, provided that Grantee shall be entitled to relocate any such roadway or driveway constructed by DEP for such purposes, at Grantee's sole cost and expense and after obtaining DEP's prior written approval, elsewhere on the Property, but in such case, Grantee also must construct and install a comparable replacement roadway or driveway, at Grantee's sole cost and expense and without interrupting access to the Communications Areas and/or Communications Equipment. DEP shall not unreasonably withhold written approval of Grantee's request to relocate such roadway or driveway hereunder; provided, however, that DEP's failure to approve shall be deemed reasonable if reasonably convenient and feasible access to and from the Communications Areas and/or Communications Equipment is not afforded by the proposed replacement access route or routes.

(4) to construct, reconstruct, replace, rebuild, inspect, maintain, and use underground telephone and electrical lines to serve the Communications Equipment and Communications Areas, which underground lines may be installed along and generally parallel to the access route or routes established pursuant to subpart (d)(3) above. Provided, however, that if Grantee relocates a roadway or driveway pursuant to subpart (d)(3) above and within which DEP has installed underground lines pursuant to this subpart (d)(4), then Grantee also must relocate such underground lines, at Grantee's sole cost and expense and without interrupting service to the Communications Areas and/or Communications Equipment along or in the vicinity of the access route or routes as relocated by Grantee.

(e) DEP's Repair Obligation. DEP shall repair damage to the Property, including roads, driveways, and fences, resulting directly from DEP's exercise of its rights granted herein. Provided, however, for purposes of the initial clearing of all trees which DEP is entitled to cut and remove from the Property pursuant to Paragraphs (a) and (c) herein, said trees shall, upon such cutting, become the property of DEP. Nothing in this Non-Warranty Deed with Easement Reservation shall impose upon DEP any duty to repair or warn of any condition or any type of injury or damage to the Property existing prior to the date of the Special Warranty Deed with Easement Reservation from DEP to Grantee (said Deed being dated as of December 27, 2017, and recorded on December 28, 2017, in Book 1965, Page 119, Chatham County Registry), nor shall DEP have any duty to repair or warn of any condition or any type of injury or damage upon the Property caused by the Grantee, any third party, any Act of God, or any natural process, including, without limitation, erosion or conditions caused by vegetation.

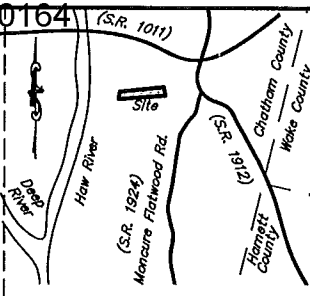
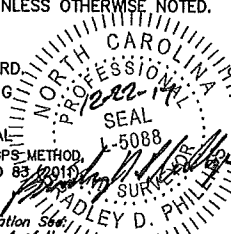
The failure of DEP to exercise or continue to exercise any of the rights herein reserved shall not be construed as a waiver or abandonment of the right thereafter at any time or from time to time to exercise any and all of such rights.

EXHIBIT B-1

(Maps of DEP's Transmission Right of Way Strips)

NOTES:

- SURVEYED & MAPPED FOR: DUKE ENERGY PROGRESS, LLC
- COORDINATES SHOWN ARE BASED ON NORTH CAROLINA GRID SYSTEM (NC3200, NAD 83 (2011)). COORDINATES WERE OBTAINED USING THE NCVRS SYSTEM.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- AREA BY COORDINATE COMPUTATION.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHTS OF WAY OF RECORD.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THE SURVEY.
- PROPERTY CORNER PIPE SIZES AS SHOWN ARE NOMINAL.
- STATE PLANE COORDINATES AS SHOWN WERE ESTABLISHED BY GPS METHOD, AND WERE BASED ON NGS MONUMENTS, AND THE DATUM IS NAD 83 (2011). COMBINED FACTOR = 0.999887492



LOCATION MAP NOT TO SCALE
DAVIS • MARTIN • POWELL
 ENGINEERS & SURVEYORS
 6415 OLD PLANK RD, HIGH POINT, NC 27285
 (336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245

AREA DETAILS
 LU: 1683207
 TOTAL AREA IN R/W To Be Retained = 12.59 acres

LU: 1206186
 Existing R/W = 3.72 acres
 R/W To Be Retained = 5.72 acres
 NET DIFFERENCE = 2.00 acres

LU: 1206191; LU: 1206142
 Existing R/W = 4.09 acres
 R/W To Be Retained = 6.86 acres
 NET DIFFERENCE = 2.77 acres

For Existing R/W Information See:
 RW-A-4815 & RW-A-4816, of the Harris - Asheboro 230 Kv Line and Easement Recorded in Db 431 Pg 485, Db 399, Pg. 870 of the Chatham County Registry of Deeds

Duke Energy Progress, LLC
 DB 908 Pg 583
 Tract A
 PB 2001, Pg 467

TC & I Timber Company, LLC
 DB 1293 Pg 483

For ex R/W Information See:
 RW-A-7313, Sheet 4 of the Harris - Cape Fear South 230 Kv Line and Easement Recorded in Db 491 Pg 569 of the Chatham County Registry of Deeds.

NAD 83 (2011)
 N.C. Coordinates
 N = 682,422.73
 E = 1,997,722.40

FLOOD CERTIFICATION: THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM MAPS FURNISHED BY NORTH CAROLINA FLOOD PLAIN MAPPING PROGRAM DATED 02/02/2007. SUBJECT TO VERIFICATION BY DETAILED FLOOD MAP STUDY. SEE COMMUNITY PANEL # J7108628001

Garlene G. Grogan & Patricia G. Proctor
 ESTATE FILE 98 E 27

Bonnie Jones Ammons
 DB 528 Pg 490

NAD 83 (2011)
 N.C. Coordinates
 N = 681,334.23
 E = 1,998,584.02

Donald Joseph Browning, Jr. & Thomas Allen Browning
 DB 1691 Pg 461

Duke Energy Progress, LLC
 DB 908 Pg 887
 Tract B
 PB 2001, Pg 467
 SITE: 104525, LU: 1182865

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

I, BRADLEY D. PHILLIPS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN AS INDICATED ON MAP); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN AS INDICATED ON MAP; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED AND MEETS THE ATTACHMENT RULES OF NCGS 47-30 PARAGRAPH (m). WITNESS MY ORIGINAL SIGNATURE, REGISTRATION LICENSE NUMBER AND SEAL THIS 22 DAY OF DECEMBER 2017

Bradley D. Phillips
 PROFESSIONAL LAND SURVEYOR L-5088

THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.

LEGEND

- BOUNDARY LINES
- LINES NOT SURVEYED
- TIE LINES
- EXISTING RIGHT-OF-WAY
- SURVEY LINE
- R/W INTERSECTION
- EIR/EIP
- CONCRETE MONUMENT
- CP CALCULATED POINT

SITE: 108288 FOR SOURCE OF TITLE REFER TO D.BK. 887, PG. 297, D.BK. 908, PG. 583 DMP: 160107

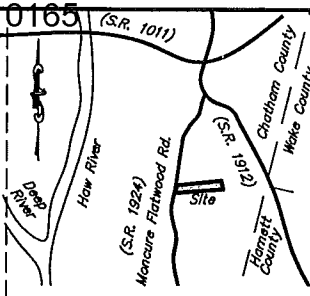
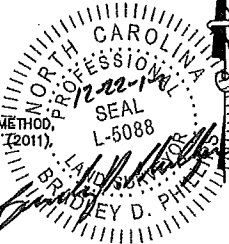
| | | | |
|---|---------------------------------|---------------|---------------------|
| DUKE ENERGY PROGRESS, LLC | | | |
| HARRIS PLANT - ASHEBORO 230KV LINE | | | |
| CAPE FEAR PLANT-HARRIS NORTH 230KV SOUTH LINE | | | |
| MAP SHOWING R/W TO BE RETAINED BY | | | |
| DUKE ENERGY PROGRESS, LLC | | | |
| CAPE FEAR TOWNSHIP | | | |
| CHATHAM COUNTY, N.C. | | | |
| BOOK: | 200 | 0 | 200 400 600 CREW:SR |
| DATE: | 12/13/17 | | DRAWN BY: DRW |
| SCALE: | 1"=400' | SCALE IN FEET | R.O.P.= 1:10,000+ |
| LAND UNIT: | 1206186/1206142/1206191/1683207 | MAP: | 108288-452631 |



400 S. TRYON STREET
 PO BOX 1007
 CHARLOTTE N.C. 28201-1007
 TELEPHONE NO. (704)382-6658

NOTES:

- SURVEYED & MAPPED FOR: DUKE ENERGY PROGRESS, LLC
- COORDINATES SHOWN ARE BASED ON NORTH CAROLINA GRID SYSTEM (NC3200, NAD 83 (2011)). COORDINATES WERE OBTAINED USING THE NCVRS SYSTEM.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- AREA BY COORDINATE COMPUTATION.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHTS OF WAY OF RECORD.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THE SURVEY.
- PROPERTY CORNER PIPE SIZES AS SHOWN ARE NOMINAL
- STATE PLANE COORDINATES AS SHOWN WERE ESTABLISHED BY GPS METHOD, AND WERE BASED ON NGS MONUMENTS, AND THE DATUM IS NAD 83 (2011), COMBINED FACTOR = 0.99987492



DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6416 OLD PLANK RD, HIGH POINT, NC 27285
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-2025

R/W To Be Retained

AREA DETAILS

LU: 1683208
TOTAL AREA IN R/W To Be Retained = 5.19 acres

LU: 1195902
Existing R/W = 1.96 acres
NET DIFFERENCE = 3.23 acres

NOTE:
Existing DEP Stationing Information From Maps Entitled Harris - Cape Fear South 230kV Line Draw No. RW-A-7313, Letter E, Sheet 4 Dated January, 1985.

For existing R/W Information See: RW-A-7313, Sheet 4 of the Harris - Cape Fear South 230 kV Line and Easement Recorded in Db 491 Pg 569 of the Chatham County Registry of Deeds.

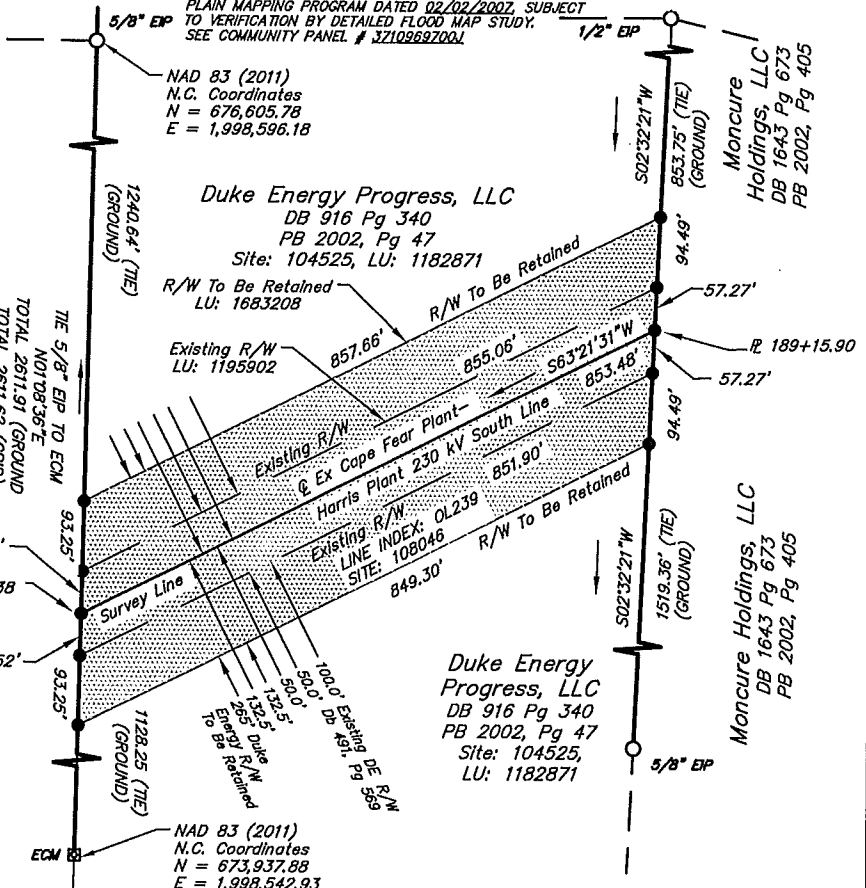
FLOOD CERTIFICATION: THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM MAPS FURNISHED BY NORTH CAROLINA FLOOD PLAIN MAPPING PROGRAM DATED 02/02/2002. SUBJECT TO VERIFICATION BY DETAILED FLOOD MAP STUDY. SEE COMMUNITY PANEL # 32109692001

NAD 83 (2011)
N.C. Coordinates
N = 676,605.78
E = 1,998,596.18

Duke Energy Progress, LLC
DB 916 Pg 340
PB 2002, Pg 47
Site: 104525, LU: 1182871

Moncure Holdings, LLC
DB 1339 Pg 1158
PB 98, Pg 425

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



NAD 83 (2011)
N.C. Coordinates
N = 673,937.88
E = 1,998,542.93

Duke Energy Progress, LLC
DB 916 Pg 340
PB 2002, Pg 47
Site: 104525, LU: 1182871

Moncure Holdings, LLC
DB 1643 Pg 673
PB 2002, Pg 405

LEGEND

- BOUNDARY LINES
- LINE NOT SURVEYED
- TIE LINES
- EXISTING RIGHT-OF-WAY
- SURVEY LINE
- R/W INTERSECTION
- EIR/EIP
- ☐ CONCRETE MONUMENT
- CP CALCULATED POINT

I, BRADLEY D. PHILLIPS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN AS INDICATED ON MAP); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN AS INDICATED ON MAP; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1: 10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED AND MEETS THE ATTACHMENT RULES OF NCGS 47-30 PARAGRAPH (m). WITNESS MY ORIGINAL SIGNATURE, REGISTRATION LICENSE NUMBER AND SEAL THIS 21 DAY OF DECEMBER 2011

Bradley D. Phillips
PROFESSIONAL LAND SURVEYOR L-5088

THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.

SITE: 108046 FOR SOURCE OF TITLE REFER TO D.BK. 916, PG. 340 DMP: 160107

| | |
|---|--------------------|
| DUKE ENERGY PROGRESS, LLC | |
| CAPE FEAR PLANT-HARRIS PLANT 230kV SOUTH LINE | |
| MAP SHOWING R/W TO BE RETAINED BY DUKE ENERGY PROGRESS, LLC | |
| CAPE FEAR TOWNSHIP CHATHAM COUNTY, N.C. | |
| BOOK: 100 0 100 200 300 | CREW: DMP |
| DATE: 12/13/17 | DRAWN BY: DRW |
| SCALE: 1"=200' | R.O.P. = 1:10,000+ |
| LAND UNIT: 1195902/1683208 | MAP: 108046-452632 |



400 S. TRYON STREET
PO BOX 1007
CHARLOTTE N.C. 28201-1007
TELEPHONE NO. (704)382-6658

EXHIBIT CGRANTOR'S RESERVATION OF DISTRIBUTION EASEMENT

SUBJECT TO AND FURTHER RESERVING unto Grantor, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the Property hereinabove-described on Exhibit A hereof and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify, and remove electric and/or communication facilities thereon, including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults, and manholes, and other appurtenant apparatus and equipment (collectively the "**Facilities**") within an easement area thirty (30) feet wide for the overhead portion of said Facilities and ten (10) feet wide for the underground portion of said Facilities, together with an easement area ten (10) feet wide on all sides of the foundation of any Grantor enclosure/transformer, vault or manhole (the "**Easement Area**"), for the purpose of transmitting and distributing electrical energy and for communication purposes. The centerline of the Facilities shall be the centerline of the Easement Area.

The right, privilege and easement reserved by Grantor herein shall include the following rights: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by Grantor); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of Grantor, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for Grantor's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein. Grantor shall not install Facilities outside said Easement Area without obtaining another separate easement of record, except for those Facilities that may be installed as set forth above.

Notwithstanding anything to the contrary herein, it is understood and agreed that the easement herein reserved as set forth in this Exhibit C is for Grantor's Facilities existing as of the date of the Special Warranty Deed with Easement Reservation from Grantor to Grantee (said Deed being dated as of December 27, 2017, and recorded on December 28, 2017, in Book 1965, Page 119, Chatham County Registry) and also for Facilities to be installed at any point where needed on the Property, portions of which Facilities may be installed immediately, and other portions installed in the future as the need develops. Any such future Facilities shall be installed at locations mutually agreeable to Grantor and Grantee.

FILED Apr 05, 2018
AT 02:08:22 PM
BOOK 01979
START PAGE 0990
END PAGE 0994
INSTRUMENT # 03208
EXCISE TAX \$760.00

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$760.00

Parcel Identifier No.

Verified by Chatham County on the ___ day of March, 2018, by: _____

This instrument was prepared by and after recording return to: Nelson Mullins, GlenLake One, Suite 200, 4140 Parklake Avenue, Raleigh, North Carolina 27612, Attn: Cathy M. Rudisill, Esq.

Brief description for the Index:

THIS DEED made this 5th day of April, 2018, by and between

| GRANTOR | GRANTEE |
|---|--|
| Larry R. Oakley and wife, Laurie Judy Oakley 5558 US #1 Moncure, NC 27559 | Moncure Holdings, LLC 282 Century Place Suite 2000 Louisville, CO 80027 |

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 situated in the Chatham County, North Carolina and more particularly described on Exhibit A, attached hereto and made a part hereof.

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 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 only, other than those items set forth on Exhibit B attached hereto.

[Signature page follows]

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

[Signature]
Larry R. Oakley

[Signature]
Laurje Judy Oakley

STATE OF NC

COUNTY OF WAKE

I certify that the following person(s), either being personally known to me or proven by satisfactory evidence, 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: Larry R. Oakley.

APRIL
Date: ~~March~~ 4, 2018
RS

[Signature]
Notary Public Name: RUSSELL T. STEWART

[Official Seal]

My Commission Expires: 7-12-2021

STATE OF NC

COUNTY OF WAKE



I certify that the following person(s), either being personally known to me or proven by satisfactory evidence, 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 Judy Oakley.

APRIL
Date: ~~March~~ 4, 2018
RS

[Signature]
Notary Public Name: RUSSELL T. STEWART

[Official Seal]

My Commission Expires: 7-12-2021

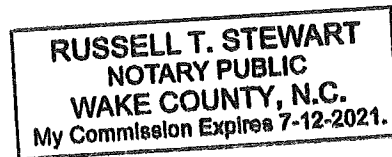


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 58.068 ACRES, MORE OR LESS, AND BEING SHOWN ON A SURVEY FOR "LARRY R. OAKLEY AND L. JUDY OAKLEY" BY JOYNER SURVEYING, INC. RECORDED IN PLAT CABINET 97, SLIDE/PAGE 249, CHATHAM COUNTY REGISTRY. LESS AND EXCEPT THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.30 ACRES, MORE OR LESS, AND BEING SHOWN ON A SURVEY FOR "LARRY J. OAKLEY AND WIFE LAURIE J. OAKLEY" BY JAMES H LOWE, P.L.S. AND RECORDED IN PLAT CABINET 2017, SLIDE/PAGE 126, CHATHAM COUNTY REGISTRY.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1" IRON PIPE AT THE NORTHEAST CORNER OF SAID 58.068 ACRE LAND DESCRIBED ABOVE; SAID POINT BEING ON THE SOUTHEAST LINE OF CSX RAILROAD (100' RIGHT OF WAY) AND AT THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY OWNED BY MCGILL ENVIRONMENTAL SYSTEMS (DB 849 PG 554 AND PB 99 PG 465);

THENCE SOUTH 35° 18' 39" EAST, ON THE WEST LINE OF MCGILL LANDS, A DISTANCE OF 187.74 FEET TO A FOUND 1" IRON PIPE;

THENCE SOUTH 56° 41' 12" WEST, CONTINUING ON THE WEST LINE OF MCGILL LANDS, A DISTANCE OF 25.03 FEET TO A FOUND 1" IRON PIPE;

THENCE SOUTH 07° 08' 18" EAST, CONTINUING ON THE WEST LINE OF MCGILL LANDS, A DISTANCE OF 305.22 FEET TO A FOUND 1" IRON PIPE;

THENCE NORTH 86° 51' 58" EAST, CONTINUING ON THE WEST LINE OF MCGILL LANDS, A DISTANCE OF 280.52 FEET TO A FOUND 1" IRON PIPE;

THENCE SOUTH 30° 20' 19" EAST, CONTINUING ON THE WEST LINE OF MCGILL LANDS, A DISTANCE OF 78.96 FEET TO A FOUND 1" IRON PIPE IN THE CENTERLINE OF SPRING BRANCH;

THENCE SOUTH ON THE CENTERLINE OF SPRING BRANCH (PROPERTY LINE) APPROXIMATELY 1800' REFERENCED BY THE FOLLOWING 3 SURVEY LINE CALLS:

SOUTH 31° 20' 53" WEST, A DISTANCE OF 410.82 FEET TO A FOUND 1" IRON PIPE;
SOUTH 19° 15' 41" WEST, A DISTANCE OF 255.15 FEET TO A FOUND 1" IRON PIPE;
SOUTH 02° 37' 00" WEST, A DISTANCE OF 893.76 FEET TO A FOUND 1" IRON PIPE ON THE NORTH LINE OF LANDS NOW OR FORMERLY OWNED BY CAROLINA POWER AND LIGHT COMPANY (DB 1426 PG 465);

THENCE NORTH 89° 03' 15" WEST, ON THE NORTH LINE OF SAID CAROLINA POWER & LIGHT COMPANY, A DISTANCE OF 355.48 FEET TO A FOUND 1" IRON PIPE AT THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OWNED BY GEORGE WOODALL (DB 627 PG 1050);

THENCE NORTH 89° 01' 17" WEST ON THE NORTH LINE OF SAID WOODALL LANDS AND EXTENDED, A DISTANCE OF 1241.04 FEET TO A FOUND IRON BAR BENT AT THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OWNED BY PERRY AND CHERYL HUNT (DB 1695 PG 964);

THENCE NORTH 01° 54' 04" EAST ON THE EAST LINE OF SAID HUNT LANDS, A DISTANCE OF 765.25 FEET TO A FOUND 1" IRON PIPE;

THENCE NORTH 56° 33' 19" EAST, ON HUNT'S LINE (DB 1695 PG 694 AND DB 1889 PG 708) A DISTANCE OF 303.02 FEET TO A FOUND IRON AT THE EASTERLY CORNER OF HUNT LANDS (DB 1889 PG 708);

THENCE NORTH 25° 56' 35" WEST ON THE EASTERLY LINE LOF SAID HUNT LANDS A DISTANCE OF 210.75 FEET TO A FOUND 1" PINCHED PIPE ON THE SOUTHEASTERLY RIGHT OF WAY LINE CSX RAILROAD;

THENCE NORTH 56° 37' 16" EAST ON THE SAID SOUTHEASTERLY RIGHT OF WAY OF CSX RAILROAD A DISTANCE OF 558.31 FEET TO A FOUND 5/8" IRON BAR AT THE WESTERLY CORNER OF LANDS NOW OR FORMERLY OWNED BY CHRISTOPHER AND TINA HOOKS (DB 1918 PG 850);

THENCE FOLLOWING THE PERIMETER OF SAID HOOKS LAND THE FOLLOWING 6 CALLS;

SOUTH 25° 31' 33" EAST A DISTANCE OF 260.75 FEET TO A FOUND 5/8" IRON BAR;
SOUTH 82° 03' 25" EAST A DISTANCE OF 498.61 FEET TO A FOUND 5/8" IRON BAR;
NORTH 40° 31' 31" EAST A DISTANCE OF 502.91 FEET TO A FOUND 5/8" IRON BAR;
NORTH 07° 08' 26" WEST A DISTANCE OF 350.62 FEET TO A FOUND 5/8" IRON BAR;
NORTH 35° 17' 19" WEST A DISTANCE OF 133.69 FEET TO A FOUND 5/8" IRON BAR
ON THE SOUTHEASTERLY LINE OF RIGHT OF WAY LINE OF CSX RAILROAD;

THENCE NORTH 56° 37' 16" EAST, ON THE SAID SOUTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,065,855 SF (47.43 ACRES, MORE OR LESS) AS DESCRIBED ABOVE.
CONTAINING 2,091,439 (48.01 ACRES, MORE OR LESS) TO THE CENTERLINE OF SPRING BRANCH.

EXHIBIT B

1. Taxes and assessments for the year 2018, prorated as of the date hereof, and subsequent years, not yet due and payable.
2. Easements, setback lines and any other matters shown on plat recorded in Plat Book 97, Page 249 and Plat Cabinet 2017, Slide/Page 126, Chatham County Registry.
3. Easement(s) in favor of Carolina Power & Light Company as recorded in Book K-Y, Page 189, Chatham County Registry.
4. Subject to 30' Access and Utility Easement reserved in Deed recorded in Book 1918 at Page 850, Chatham County Registry.
5. Easement Deed by Court Order recorded in Book 1698 at Page 1116, Chatham County Registry.
6. Title to that portion of the land, if any, lying within the railroad right of way of Seaboard Airline Railroad.

[end of text]