

NORTH CAROLINA

DEVELOPMENT AGREEMENT

WAKE COUNTY

This Development Agreement (the “**Agreement**”) is made this the ____ day of _____, 2024, by and between the Town of Apex, a municipal corporation under the laws of North Carolina (the “**Town**”) and RXR Len Apex Owner LLC, a Delaware limited liability company (the “**RXR**”). Developer and the Town are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, RXR is the owner of certain real property located in Wake County, Town of Apex, North Carolina and described more particularly on **Exhibit A** of this Agreement (the “**Veridea Property**”) and RXR and its affiliated entity(ies) plan to develop the Veridea Property in accordance with that certain Sustainable Development Plan for Veridea approved by the Town and dated May 10, 2011 (all as the same may be amended and/or supplemented from time to time if at all, the “**SDP**”); and

WHEREAS, RXR desires to construct a gravity sewer outfall and all necessary or convenient appurtenances thereto (collectively, the “**Facilities**”) to connect the Veridea Property to certain existing Town sewer infrastructure so that RXR can develop the Veridea Property in the manner that RXR desires. RXR further desires for the Town to accept the public dedication of the Facilities once built and to assume maintenance of the Facilities; and

WHEREAS, to meet its needs, RXR proposes to arrange for, accomplish, and finance the extension, construction, and installation of the Facilities, upon, across, beneath, and through the Veridea Property (as well as on adjacent properties) pursuant to Chapter 12 of the Town’s Code of Ordinances; and

WHEREAS, RXR has agreed to construct the Facilities in accordance with the Town’s Master Sewer Plan which is in excess of the sewer line sizes required to serve RXR’s proposed development; and

WHEREAS, pursuant to North Carolina General Statutes 160A-320, the Town has a duly adopted “Policy Regarding Town Participation in Utility Projects” governing reimbursement of costs incurred by RXR in constructing extensions of public utilities infrastructure and related public improvements (as supplemented and/or amended from time to time, the “**Policy**”); and

WHEREAS, the Town has determined that the public cost of the improvement subject to reimbursement will not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) and that the coordination of separately constructed improvements would be impracticable, and therefore, desires to optimize the expansion of its utility infrastructure and related public improvements while minimizing the cost to the Town.

NOW, THEREFORE, IT IS HEREBY AGREED between the Town and RXR:

1. Recitals. The foregoing recitals shall constitute an integral part of this Agreement, and this Agreement shall be construed in light thereof.

2. Construction of Improvements. RXR shall, at its own expense, construct the Facilities, all of which are more particularly described as “DA 1 Gravity Sewer Outfall Upsize to Match Basin MP” on **Exhibit B** attached hereto and incorporated herein by reference (the “Plans”). RXR shall design, construct and install the Facilities (i) in a good and workmanlike manner, (ii) in compliance with this Agreement, the Policy, Town Specifications, and all applicable Federal, State, and local laws, statutes, ordinances, rules, regulations, policies, approved construction plans and specifications, and (iii) in accordance with the Plans. RXR hereby represents to the Town, and the Town concurs, that the Facilities are in excess of the size and/or capacity of the facilities required to serve RXR’s proposed development, and therefore, the Facilities are subject to reimbursement pursuant to the Policy.

RXR shall administer the construction contract without cost or expense to the Town except as provided for in this Agreement, and the Town may require RXR to file reports of its administration with the Town’s Engineer.

3. Certification, Inspection, and Acceptance of Facilities. Upon completion of construction of the Facilities, RXR shall provide the Town with written certification and as-built drawings from RXR’s designated consulting engineering firm that the Facilities are complete and have been constructed and installed in compliance with this Agreement and within appropriate easements or fee simple parcels. RXR shall provide documentation confirming that all contractors and subcontractors engaged in the execution of this project have been paid in full for their services; subject to RXR’s right to dispute in good faith amounts claimed by such contractors for which final lien releases or waivers have not been received. The Facilities shall be offered for public dedication to the Town upon completion of construction and shall be subject to inspection and acceptance by the Town. Upon the inspection and acceptance of the Facilities, RXR shall take any steps necessary to transfer title to and possession of the Facilities, including but not limited to all steps necessary to acquire and transfer to the Town all easement rights, rights-of-way, and all other rights of use, access, ingress and egress, necessary or desirable for the existence, improvement, use, operation, inspection, maintenance, repair, reconstruction, replacement and/or removal of the Facilities. Thereafter, the Town shall own the Facilities and have exclusive possession and control of the Facilities. In the event that any defect or breach of warranty claim becomes known after acceptance and dedication of the Facilities, RXR agrees either to pursue its rights and claims against the contractor or other party responsible for the defect or breach of warranty and pay over any recoveries to the Town or to assign such rights and claims to the Town as directed by the Town.

4. Approved Project Costs.

a. The “**Approved Project Costs**” are those costs attributed to the construction of the sewer lines as shown in the estimate provided by RXR’s Engineer and attached hereto as **Exhibit C**. Costs that are not certified by RXR’s Engineer and approved by the Town’s Engineer shall not be included in the Approved Project Costs. Approved Project Costs shall not include any costs for designing, bidding, and managing services, or for acquisition of property or easements required for construction of the Facilities. Per Town policy, the Approved Incremental Construction Cost is based on a set unit price cost differential using the Town’s published costs for determining performance guarantees. If pipe types or diameters are not found in that published document, RXR’s engineer shall provide an estimate of the incremental cost differential for the construction of upsized sewer lines instead of sewer lines sized only for the development under the Veridea SDP. The amount of the actual incremental construction costs is subject to the review and approval of the engineer designated by the Town (the “**Approved Incremental Construction Cost**”).

b. The Town shall not participate in or be responsible to pay or reimburse any change order increasing the costs of the Facilities unless agreed to by the Town and approved by the Town’s Engineer in writing prior to execution of the change order. In other words, the costs associated with a change order shall be excluded from the Approved Project Costs unless the change order is pre-approved by the Town’s Engineer, which approval will not be unreasonably withheld, conditioned or delayed. RXR shall immediately upon learning of a proposed change order provide the Town with all the documentation and information needed for the Town to evaluate the proposed change order. In addition, the Approved Project Costs incurred by RXR in constructing the Facilities shall reflect any cost savings that reduce the amount that RXR actually pays to construct the Facilities.

5. Reimbursements. The Town shall reimburse the Approved Incremental Construction Cost as provided below:

a. *Credits*. RXR shall receive a credit against sewer capital reimbursement fees otherwise due to the Town from RXR for the development of the Veridea Property but not yet paid up to a total combined amount of credits that is equal to the total amounts of the Approved Incremental Construction Cost not to exceed \$250,000.

b. *Payments*. If the fee credits are less than the Approved Incremental Construction Cost, or if no system development fees are currently owed at the time the Facilities are dedicated to and accepted for maintenance by the Town, the Town shall reimburse RXR the remaining unreimbursed balance of the Approved Incremental Construction Cost in one lump sum payment to be made to RXR within sixty (60) days after the Facilities are dedicated and accepted as required by Paragraph 3 above and RXR waives any rights it may have to additional credits against sewer capital reimbursement fees with respect to this Agreement.

c. The reimbursement referenced in this Paragraph 5 shall be the only credits, reimbursements, payments, compensation or other remuneration to which RXR shall be entitled in connection with this Agreement. In no event shall the credits, payment, or reimbursement paid by the Town under this Agreement exceed the Approved Incremental Construction Cost.

6. Notices. Any notice given pursuant to this Agreement shall be deemed given if (a) delivered by hand, or (b) faxed to the addressee and then deposited in the United States Mail to the addressee, postage paid certified mail, return receipt requested and addressed as follows:

If to the Town: Town of Apex
 Post Office Box 250
 Apex, NC 27502-0250
 Attention: Michael Deaton, Water Resources Director
 Email: michael.deaton@apexnc.org

To RXR: RXR Len Apex Owner LLC
 c/o RXR MTF Apex Vehicle LLC
 Attn: General Counsel
 625 RXR Plaza
 Uniondale, New York 11556
 Telephone: 516-506-6000
 Email: jbarnett@rxrrealty.com

With a copy to: RXR NC Development GP LLC
 Attn: Todd Rechler
 625 RXR Plaza
 Uniondale, New York 11556
 Telephone: 516-506-6000
 Email: trechler@rxrrealty.com
 jgraziose@rxrrealty.com
 rdeloia@rxrrealty.com
 ryoung@rxrrealty.com
 jflanagan@rxrrealty.com

7. Termination for Failure to Complete. If RXR does not complete construction of the Facilities on or before the fifth anniversary of the full execution of this Agreement absent force majeure delays (as defined below), the Town may terminate this Agreement and have no further obligations to RXR.

8. Delay Beyond the Control of the Parties. Neither RXR nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control.

9. Indemnification. To the extent permitted by law, RXR agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees,

agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof solely caused by the negligence of RXR or RXR's contractors.

10. Anti-Human Trafficking. RXR warrants and agrees that no labor supplied by RXR or RXR's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

11. Insurance. RXR shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, RXR shall require all of RXR's subcontractors to maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. RXR shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of RXR to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

12. Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, RXR hereby warrants and agrees that RXR will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

13. E-Verify Compliance. RXR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). RXR shall require all of RXR's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Town shall comply with North Carolina General Statute § 160A-169.1 (E-Verify).

14. Complete Agreement, Modifications, Waiver and Assignment. This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had

between these parties are merged herein. This Agreement may not be changed, modified, or amended orally, but only by an agreement in writing signed by both the Town and RXR. No waiver of any of the provisions to this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement is not assignable without the written consent of all parties to this Agreement. There are no third-party beneficiaries of this Agreement.

15. No Agency, Joint Venturer Relationship. The Town and RXR agree to exercise good faith in dealing with each other. The Town and RXR are not agents, partners, or joint venturers of any kind, and the Town shall have no relationship via this Agreement with any third party with whom RXR contracts in furtherance of this Agreement.

16. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed, interpreted and construed under the laws of the State of North Carolina without regard to principals of conflicts of laws. The parties agree that any dispute or other matter concerning this Agreement shall be decided by state or federal courts sitting in Wake County, North Carolina. The parties irrevocably submit to the sole and exclusive jurisdiction of such courts and waive all objections and defenses based on jurisdiction and/or improper or inconvenient venue. The parties agree that this Agreement may be enforced by specific performance.

17. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Town and RXR have duly executed this Agreement under seal as of the day and year first above written.

TOWN OF APEX

BY: _____(SEAL)
Randal Vosburg, Town Manager

ATTEST:

Allen Coleman, Town Clerk

STATE OF NORTH CAROLINA)
WAKE COUNTY)

I, a Notary Public of the County and State aforesaid, certify that Allen Coleman, personally came before me this day and acknowledged that he is Town Clerk of the Town of Apex, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by him as its Town Clerk.

Witness my hand and official stamp or seal, this the _____ day of _____, 2024.

_____ [AFFIX NOTARIAL STAMP SEAL]
[Signature of Notary Public]

My Commission Expires: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

By: _____
Antwan Morrison, Finance Director

RXR

RXR Len Apex Owner LLC, a Delaware limited liability company

BY: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, do hereby certify that _____, as _____ of RXR Len Apex Owner LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged due execution of the foregoing instrument on behalf of RXR Len Apex Owner LLC, a Delaware limited liability company.

Witness my hand and official stamp or seal, this the _____ day of _____, 2024.

[AFFIX NOTARIAL STAMP SEAL]

[Signature of Notary Public]

My Commission Expires: _____

Exhibit A

Veridea Property

ALL REAL PROPERTY DESCRIBED IN THOSE DEEDS RECORDED AT THE FOLLOWING BOOKS/PAGES IN THE REGISTRY: DEEDS FROM HH TRINITY APEX INVESTMENTS INTO RXR LEN APEX OWNER LLC, RECORDED AT BOOK 19263, PAGE 2403 AND AT BOOK 19263, PAGE 2350 IN THE REGISTRY; DEEDS FROM VERIDEA APEX PARCEL 10, LLC INTO RXR LEN APEX OWNER LLC, RECORDED AT BOOK 19263, PAGE 2423 AND AT BOOK 19263, PAGE 2371 IN THE REGISTRY; DEEDS FROM VERIDEA HOLDINGS LLC INTO RXR LEN APEX OWNER LLC, RECORDED AT BOOK 19263, PAGE 2383, AND AT BOOK 19263, PAGE 2342 IN THE REGISTRY; DEEDS FROM B. WHITEHOUSE AND G. WHITEHOUSE AND BRENDA WHITEHOUSE TRUST INTO RXR LEN APEX OWNER LLC, RECORDED AT BOOK 19263, PAGE 2326 AND AT BOOK 19263, PAGE 2335 IN THE REGISTRY; AND FROM EMC TO RXR LEN APEX OWNER LLC RECORDED AT BOOK 19263, PAGE 2316;

Together with the following additional real property:

Tract 1:

COMMENCING AT A POINT ON THE SOUTHERN RIGHT OF WAY OF U.S. HIGHWAY 1, SAID POINT BEING THE NORTHWEST CORNER OF TRACT I-A, AS SHOWN ON BOOK OF MAPS 2003, PAGE 398 OF THE WAKE COUNTY REGISTRY, THE POINT OF COMMENCEMENT; THENCE SOUTH 58°38'42" WEST A DISTANCE OF 3,827.84 FEET TO A POINT AT THE SOUTHERN RIGHT OF WAY OF US HIGHWAY 1 AND THE CENTER OF VERIDEA PARKWAY, THE NORTHEAST CORNER OF TRACT 7, AS SHOWN ON BOOK OF MAPS 1978, PAGE 731, THE POINT OF BEGINNING; THENCE WITH THE CENTER OF VERIDEA PARKWAY SOUTH 34°51'52" EAST A DISTANCE OF 160.69 FEET TO A POINT; THENCE SOUTH 34°51'52" EAST A DISTANCE OF 29.87 FEET TO A POINT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 1,153.78 FEET, AN ARC LENGTH OF 159.25 FEET, A CHORD BEARING OF SOUTH 29°56'17" EAST, A CHORD LENGTH OF 159.12 FEET TO A POINT; THENCE A CURVE TO THE RIGHT A RADIUS OF 1,410.24 FEET, AN ARC LENGTH OF 237.39 FEET, A CHORD BEARING OF SOUTH 21°35'10" EAST, A CHORD LENGTH OF 237.11 FEET TO A POINT; THENCE A CURVE TO THE RIGHT A RADIUS OF 1,412.80 FEET, AN ARC LENGTH OF 95.19 FEET, A CHORD BEARING OF SOUTH 15°10'37" EAST, A CHORD LENGTH OF 95.17 FEET TO A POINT, THE NORTHWEST CORNER OF TRACT 1 AS SHOWN ON BOOK OF MAPS 2003, PAGE 1756; THENCE WITH SAID CENTERLINE, A CURVE TO THE RIGHT, A RADIUS OF 1,412.80 FEET, AN ARC LENGTH OF 174.44 FEET, A CHORD BEARING OF SOUTH 09°42'35" EAST, A CHORD LENGTH OF 174.33 FEET TO A POINT; THENCE SOUTH 04°53'25" EAST A DISTANCE OF 75.08 FEET TO A POINT, THE NORTHWEST CORNER OF THE TRACT SHOWN ON BOOK OF MAPS 1992, PAGE 376; THENCE WITH SAID CENTER LINE, SOUTH 04°53'25" EAST A DISTANCE OF 109.42 FEET TO A POINT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 253.36 FEET, AN ARC LENGTH OF 164.05 FEET, A CHORD BEARING OF SOUTH 13°00'27" WEST, A CHORD LENGTH OF 161.20 FEET TO A POINT, THE NORTHWEST CORNER OF THE TRACT SHOWN ON BOOK OF MAPS 2007, PAGE 2467; THENCE WITH SAID CENTERLINE, A CURVE TO THE RIGHT, A RADIUS OF 331.22 FEET, AN ARC LENGTH OF 81.17 FEET, A CHORD BEARING OF SOUTH 36°52'06" WEST, A CHORD LENGTH OF 80.97

FEET TO A REBAR; THENCE SOUTH 43°43'28" WEST A DISTANCE OF 113.39 FEET TO A REBAR; THENCE A CURVE TO THE LEFT, A RADIUS OF 1,647.25 FEET, AN ARC LENGTH OF 337.98 FEET, A CHORD BEARING OF SOUTH 36°12'40" WEST, A CHORD LENGTH OF 337.38 FEET TO A REBAR; THENCE A CURVE TO THE LEFT, A RADIUS OF 581.60 FEET, AN ARC LENGTH OF 208.20 FEET, A CHORD BEARING OF SOUTH 21°03'59" WEST, A CHORD LENGTH OF 207.09 FEET TO A REBAR; THENCE SOUTH 10°47'35" WEST A DISTANCE OF 54.68 FEET TO A REBAR, THE NORTHWEST CORNER OF THE 2.49 ACRE TRACT SHOWN ON BOOK OF MAPS 1983, PAGE 624; THENCE WITH SAID CENTERLINE SOUTH 09°52'33" WEST A DISTANCE OF 171.70 FEET TO A POINT; THENCE SOUTH 09°57'23" WEST A DISTANCE OF 550.24 FEET TO A POINT; THENCE SOUTH 09°26'46" WEST A DISTANCE OF 21.55 FEET TO A POINT, THE NORTHEAST CORNER OF THE 1.710 ACRE TRACT SHOWN ON BOOK OF MAPS 2002, PAGE 109; THENCE WITH SAID COMMON LINE NORTH 89°10'45" WEST A DISTANCE OF 68.12 FEET TO A POINT; THENCE NORTH 89°09'24" WEST A DISTANCE OF 824.06 FEET TO A POINT; THENCE SOUTH 71°26'42" WEST A DISTANCE OF 382.50 FEET TO A POINT ON THE EASTERN LINE OF THE RALPH MILBY TRACT, AS SHOWN ON BOOK OF MAPS 2014, PAGE 1223; THENCE WITH SAID COMMON LINE NORTH 02°19'40" EAST A DISTANCE OF 199.14 FEET TO AN IRON PIPE; THENCE SOUTH 87°19'22" WEST A DISTANCE OF 145.34 FEET TO AN IRON PIPE, THE CORNER OF HH TRINITY INVESTMENTS LLC; THENCE WITH SAID COMMON LINE NORTH 02°15'18" EAST A DISTANCE OF 527.01 FEET TO AN IRON PIPE; THENCE SOUTH 87°16'27" WEST A DISTANCE OF 909.80 FEET TO A POINT, ON THE EASTERN RIGHT OF WAY OF NORTH CAROLINA HIGHWAY 540; THENCE WITH SAID RIGHT OF WAY NORTH 15°26'08" EAST A DISTANCE OF 200.01 FEET TO A REBAR; THENCE NORTH 28°28'53" EAST A DISTANCE OF 237.21 FEET TO A REBAR; THENCE NORTH 45°14'54" EAST A DISTANCE OF 75.20 FEET TO A REBAR; THENCE NORTH 42°51'55" EAST A DISTANCE OF 241.20 FEET TO A REBAR; THENCE NORTH 50°43'55" EAST A DISTANCE OF 160.95 FEET TO A REBAR ON THE SOUTHERN RIGHT OF WAY OF US HIGHWAY 1; THENCE WITH SAID RIGHT OF WAY NORTH 58°37'05" EAST A DISTANCE OF 364.36 FEET TO A POINT, THE SOUTHWEST CORNER OF TRACT 2, AS SHOWN ON BOOK OF MAPS 1997, PAGE 764; THENCE WITH SAID COMMON LINE NORTH 87°38'44" EAST A DISTANCE OF 265.82 FEET TO A POINT; THENCE NORTH 00°27'33" WEST A DISTANCE OF 149.91 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF US HIGHWAY 1; THENCE WITH SAID RIGHT OF WAY NORTH 58°41'20" EAST A DISTANCE OF 1,668.68 FEET TO THE POINT OF BEGINNING; CONTAINING 3,991,228 SQUARE FEET OR 91.63 ACRES.

Tract 2:

BEGINNING AT AN IRON PIPE, THE SOUTHWEST CORNER OF TRACT 1 AS SHOWN ON BOOK OF MAPS 2015, PAGE 14 OF THE WAKE COUNTY REGISTRY; THENCE WITH SAID COMMON LINE NORTH 89°09'31" EAST A DISTANCE OF 343.45 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1; THENCE WITH SAID RIGHT OF WAY SOUTH 61°02'59" WEST A DISTANCE OF 67.94 FEET TO AN IRON PIPE; THENCE SOUTH 58°43'55" WEST A DISTANCE OF 105.62 FEET TO AN IRON PIPE; THENCE SOUTH 58°47'35" WEST A DISTANCE OF 224.31 FEET TO AN IRON PIPE, THE SOUTHEAST CORNER OF TRACT 1 AS SHOWN ON BOOK OF MAPS 2016, PAGE 344; THENCE WITH SAID COMMON LINE NORTH 00°31'47" WEST A DISTANCE OF 198.89 FEET TO THE POINT OF BEGINNING; CONTAINING 33,722 SQUARE FEET OR 0.77 ACRES.

PLUS

BEING ALL OF THAT REAL PROPERTY DESCRIBED IN THOSE DEEDS INTO DECLARANT RECORDED IN BOOK 19297, PAGE 1692 AND BOOK 19297, PAGE 1699 IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAKE COUNTY, NORTH CAROLINA.

PLUS:

ALL OF THAT 5.0 ACRE TRACT OF LAND DESCRIBED IN THAT DEED RECORDED IN BOOK 8089, PAGE 1345, WAKE COUNTY REGISTRY, AS SAME IS ALSO SHOWN ON THAT MAP RECORDED IN BOOK OF MAPS 1998, PAGE 1052, WAKE COUNTY REGISTRY, AND COMMONLY KNOWN AS 6300 KING DAVID COURT, APEX, NC 27539.

TOGETHER WITH AN APPURTENANT NONEXCLUSIVE EASEMENT THIRTY FEET IN WIDTH FOR ACCESS AND RIGHT OF INGRESS AND EGRESS UPON, OVER AND ALONG THE AREA DESIGNATED AS "30' PRIVATE ACCESS EASEMENT" ON THE MAP RECORDED IN BOOK OF MAPS 1998, PAGE 1052, WAKE COUNTY REGISTRY AND EXTENDING FROM THE ABOVE DESCRIBED 5.0 ACRE TRACT OF REAL PROPERTY ALONG THE CORRIDOR OF SAID 30' PRIVATE ACCESS EASEMENT TO S.R. 1153.

END

Exhibit B
Description of Facilities

The Facilities are those labeled and described as “DA1” (Comprised of DA1) on the below plan:



