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Fee: \$26.00

Henderson County, North Carolina

Tax: \$17,634.00

William Lee King, Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$17,634.00
Parcel ID:	9588233651, 9588136579, and 9588231267
Mail/Box to:	Oppidan, 400 Water Street, Ste 200, Excelsior, MN 55331
Prepared by:	Van Winkle, Buck, Wall, Starnes & Davis, PA 422 S. Main Street, Hendersonville, NC 28792 (MMT)
Brief description for the Index:	Tract McMurray Road

THIS GENERAL WARRANTY DEED ("Deed") is made on the 9th day of JUNE, 2022, by and between:

GRANTOR	GRANTEE
THE JOHN A. HUDGENS, JR. FAMILY LIMITED PARTNERSHIP , a Delaware partnership duly authorized to conduct business in North Carolina Whose mailing address is: 819 McMurray Road Flat Rock, NC 28731	ASHEVILLE INDUSTRIAL OWNER LLC , a Delaware limited liability company Whose mailing address is: c/o Rockpoint Group, L.L.C. Woodlawn Hall at Old Parkland 3953 Maple Avenue, Suite 300 Dallas, Texas 75219

Enter in the appropriate block for each Grantor and Grantee their name, mailing address, and, if appropriate, state of organization and character of entity, e.g. North Carolina or other corporation, LLC, or partnership. Grantor and Grantee includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the Blue Ridge Township, Henderson County, North Carolina and more particularly described as follows (the "Property"):

**SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE**

All or a portion of the Property was acquired by Grantor by instrument recorded in Book 965 Page 655, Book 1367 page 22, and Book 3693 Page 51, Henderson County Registry.

RETURN TO:
Commercial Partners Title
200 S. Sixth Street #1300
Minneapolis, MN 55402

58848

20f3 KS

Submitted electronically by "First National Financial Title Services, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Henderson County Register of Deeds.

All or a portion of the Property ☐ includes or ☒ does not include the primary residence of a Grantor.

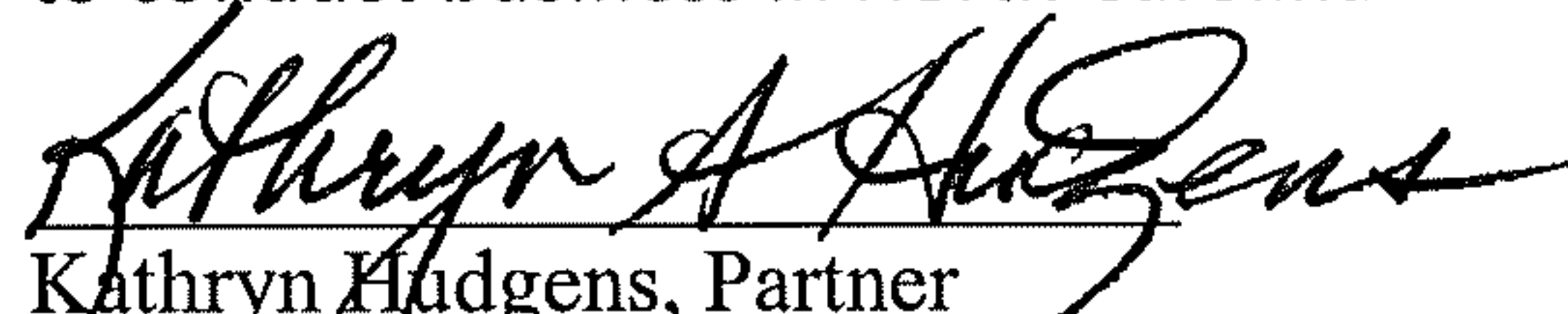
A map showing the Property is recorded in Plat Book 2022 Slide 14196.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Those matters listed on Exhibit B, attached hereto.

IN WITNESS WHEREOF, Grantor has duly executed this Deed, if an entity by its duly authorized representative.

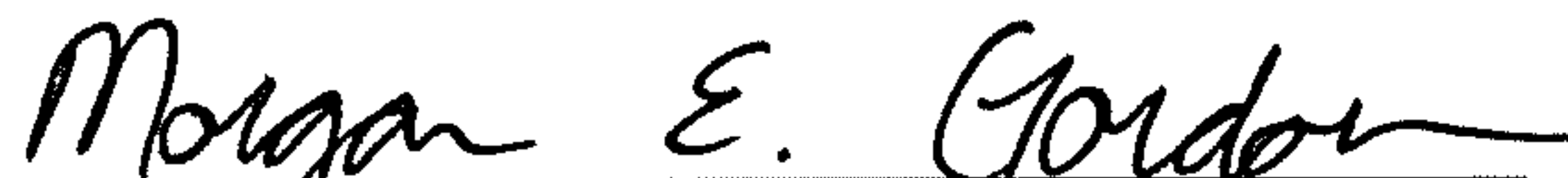
THE JOHN A. HUDGENS, JR. FAMILY LIMITED PARTNERSHIP, a Delaware partnership duly authorized to conduct business in North Carolina


Kathryn Hudgens, Partner

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, MORGAN E. GORDON, a Notary Public of the County and State aforesaid, certify that **Kathryn Hudgens, Partner**, who personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Sworn to and subscribed to before me. Witness my hand and official stamp or seal, this 9 day of June, 2022.

MY COMMISSION EXPIRES: 10-19-2024


Notary Public

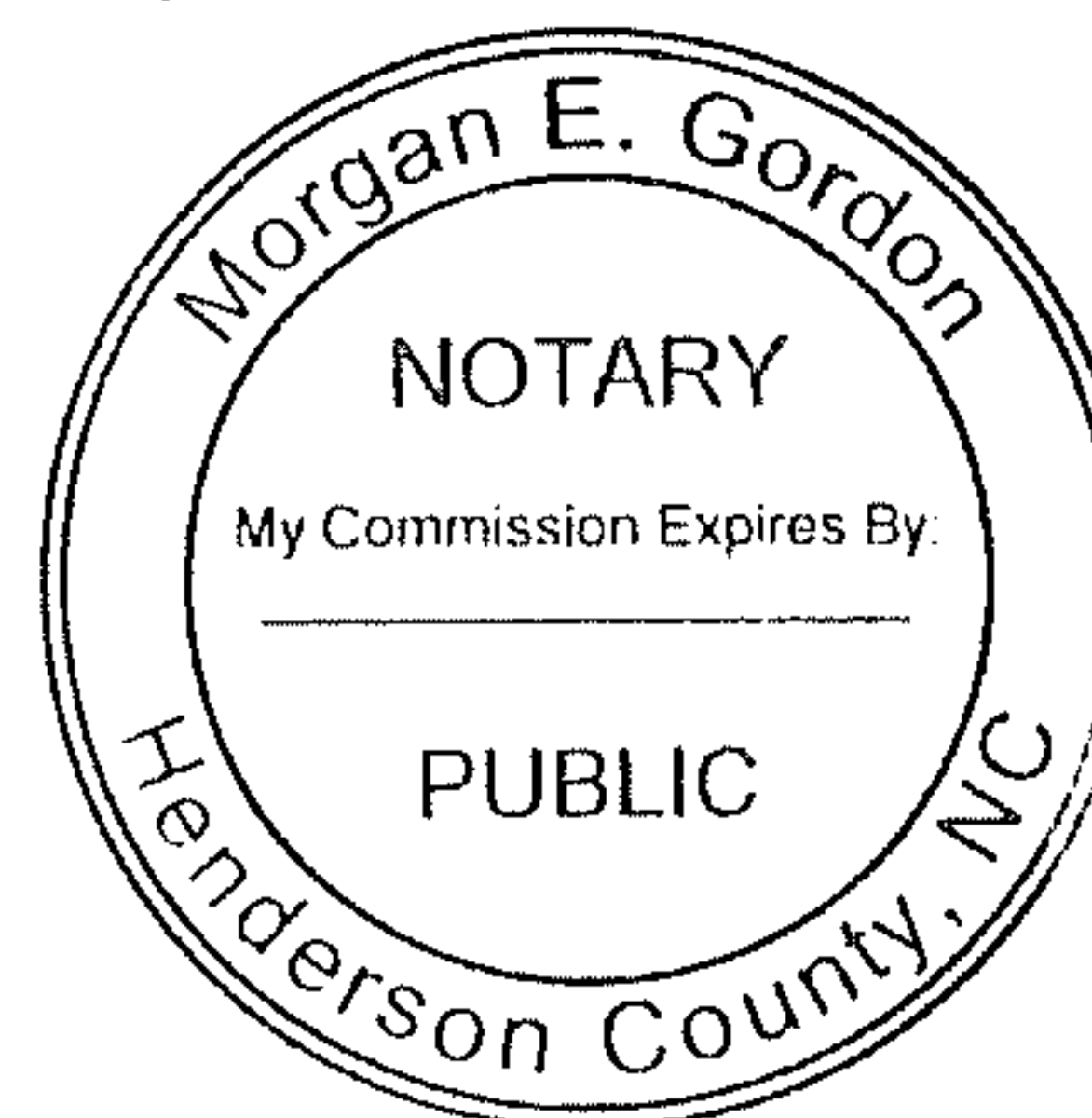


EXHIBIT A

BEING all of that 65.31 acres as shown on that plat entitled "PLAT OF SURVEY FOR OPPIDAN HOLDINGS, LLC", dated May 19, 2022, prepared by Hill and Associates, Surveyors, PA and recorded in Plat Book 2022 Slide 14196, Henderson County Registry, reference to which is hereby made and incorporated herein for greater certainty of description,

AND BEING a recombination of the properties described in Deed Book 965, Page 651, Tract 2, Excluding Deed Book 401, Page 480; Deed Book 965, Page 655; Deed Book 1367, Page 022; and Book of Record 3693, Page 051; being 65.31 acres total,

Blue Ridge Township, Henderson County, North Carolina

SUBJECT TO THE TERMS AND CONDITIONS OF EXHIBIT C ATTACHED HERETO, THERE IS HEREBY RESERVED BY THE GRANTOR HEREIN, their heirs and assigns, a perpetual non-exclusive right of way for purposes of access and utilities (including but not limited to the right to connect to any utilities existing on the 65.31 acre tract described above) as set forth on Exhibit C attached hereto (the "**Right of Way**"), said right of way being 50 feet in width, running from McMurray Road (SR1790) along and within the northern boundary of the property described above, to a portion of property retained by the Grantors herein and described in Book 965 Page 651 having PIN No. 9988144403 and Pin No. 9588145445 and 9588155279, Henderson County Registry, said right of way being more particularly described as follows (the "**Right of Way Area**");

Beginning at a Spindle in the centerline of McMurray Road, SR 1790. Being the Northeast corner of Deed Book 965, Page 651, Tract 2;
thence S 04°41'50" W a distance of 50.00' to a point in the centerline of McMurray Road, SR 1790;
thence N 86°05'06" W a distance of 170.00' to a point;
thence N 86°05'52" W a distance of 191.13' to a point;
thence N 86°04'07" W a distance of 415.14' to a point;
thence N 86°07'21" W a distance of 619.21' to a point;
thence N 03°53'04" E a distance of 200.10' to a point;
thence N 04°00'13" E a distance of 158.14' to a point;
thence N 03°53'58" E a distance of 309.28' to a point in the Northern line of Deed Book 1367, Page 022, Slide 7408 and in the Southern line of Deed Book 965, Page 651, Tract 1;
thence S 84°30'38" E a distance of 50.02' to a Capped Rebar the Northeast corner of Deed Book 1367, Page 022, shown on Slide 7408 and in the Southern line of Deed Book 965, Page 651, Tract 1;
thence S 03°53'58" W a distance of 307.94' to a Capped Rebar, common corner Lot 5 and Lot 6, Blue Rock Commerce Center, Slide 9184 and Slide 9229;
thence S 04°00'13" W a distance of 158.14' to a #4 Rebar;
thence S 03°53'04" W a distance of 150.04' to a #4 Rebar the Southwest corner Lot 5, Blue Rock Commerce Center, Slide 9184;
thence S 86°07'21" E a distance of 569.23' to a Capped Rebar, common corner Lot 4 and Lot 5, Blue Rock Commerce Center, Slide 7984 and Slide 9184;
thence S 86°04'07" E a distance of 415.15' to a Capped Rebar, common corner Lot 2 and Lot 3, Blue Rock Commerce Center, Slide 9181, Slide 9687, Slide 9221 and Slide 12611;
thence S 86°05'52" E a distance of 191.13' to a Bent #4 Rebar common corner Lot 1 and Lot 2, Blue Rock Commerce Center, Slide 9221, Slide 12611 and Slide 9222;
thence S 86°05'06" E a distance of 170.69' to the Point and Place of Beginning; and being shown on "PLAT OF A.L.T.A./N.S.P.S. SURVEY FOR OPPIDAN HOLDINGS, LLC" dated May ____, 2022, prepared by Hill and Associates, Surveyors, PA, reference to which is hereby made and incorporated herein for greater certainty of description.

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2022 ad valorem taxes, a lien but not yet due and payable.
2. Easements in favor of Duke Power Company recorded in Book 362 Page 256 , Book 374 Page 114, Book 431 Page 117, Book 462 Page 158, Book 474 Page 45, and Book 492 Page 21, Henderson County Registry.
3. Right of Way Agreement from John A. Hudgens, Jr. and wife, Roberta E. Hudgens to the State Highway Commission, dated February 20, 1962 and recorded in Book 401 Page 480, Henderson County Registry.
4. Right of Way Agreement from John A. Hudgens, Jr. and wife, Roberta E. Hudgens to the State Highway Commission, dated May 8, 1967 and recorded in Book 449 Page 320, Henderson County Registry
5. Right of Way Agreement from Enno F. Camenzind to the Department of Transportation, dated November 20, 1995 and recorded in Book 884 Page 781, Henderson County Registry
6. Right of Way Agreement from John A. Hudgens, Jr. and wife, Roberta E. Hudgens to the Department of Transportation, dated October 11, 1995 and recorded in Book 884 Page 784, Henderson County Registry
7. Agreement Establishing Common Drive Easement and Associated Rights and Responsibilities dated July 8, 2008 and recorded in Book 1367 Page 13, Henderson County Registry.
8. Easement contained in that certain General Warranty Deed from Peggy Camenzind Cabe and Robert Otto Camenzind, Trustees of the Trusts established under the Wills of Enno F. Camenzind (deceased) and Ella H. Camenzind (deceased) to McNutt Investments, LLC, dated July 8, 2008 and recorded in Book 1367 Page 9, Henderson County Registry
9. Right of Way Agreement from Sarah Smyth Hudgens Uzzell, et al. to the State Highway Commission dated April 13, 1962 and recorded in Book 435 Page 317, Henderson County Registry
10. Easement in favor of Duke Power Company recorded in Book 777 Page 195, Henderson County Registry
11. Terms, conditions, easements, limitation of access and right of way condemned by Final Judgment and Order of Disbursement recorded in Book 421 Page 303, Henderson County Registry, as affected by Memorandum of Action recorded in Book 409 Page 43, Henderson County Registry.
12. Easement from E. Smyth Hudgens to Duke Power Company recorded in Book 777 Page 145, Henderson County Registry

EXHIBIT C

RIGHT OF WAY TERMS AND CONDITIONS

Grantor and, by acceptance of this Deed, Grantee acknowledge and agree as follows with respect to the reserved Right of Way:

1. Grantor may use the Right of Way for (a) constructing, repairing, maintaining and operating underground utility lines to serve that certain real property in Henderson County, North Carolina having PIN No. 9588155279, Pin No. 9988144403 and PIN No. 9588145445 (including but not limited to the right to connect to any utilities existing on the 65.31 acre tract described in Exhibit A) (the "Utilities"), and access to such Utilities as necessary to accomplish the foregoing uses, provided that such use does not permanently disrupt or materially adversely affect any utilities serving the 65.31 acre tract described in Exhibit A, and (b) pedestrian and vehicular access pursuant to NC DOT standards for industrial traffic to and from the real properties in Henderson County, North Carolina having PIN No. 9588155279, Pin No. 9988144403 and PIN No. 9588145445. Prior to any construction, repair or maintenance of the Utilities, Grantor shall notify Grantee in writing of the work Grantor intends to perform in the Right of Way and coordinate such work with Grantee so as to minimize any disruption or effect on any utilities serving the 65.31 acre tract described in Exhibit A, and Grantee shall use good faith efforts to so coordinate such work with Grantor. For the avoidance of doubt, Grantor may not construct any aboveground utility lines or other structures in the Right of Way Area. Grantee reserves and retains the right to use the Right of Way Area in any manner that does not interfere with the Right of Way. During or immediately after any work in the Right of Way Area pursuant to the Right of Way, Grantor, at its sole cost and expense, shall take or cause to be taken all reasonable measures to restore the surface of the Right of Way Area to the condition which existed prior to such work.

2. Grantor accepts sole responsibility for the maintenance, repair and upkeep of the Utilities, and shall keep the Utilities in a reasonably safe condition and in compliance with all applicable law. All costs and expenses of the construction, maintenance, repair and upkeep of the Utilities shall be borne exclusively by Grantor. In the event that the Grantor fails to maintain or repair the Utilities or the Right of Way Area in accordance with this Deed, Grantee may give Grantor a notice stating that Grantor will have 30 days to perform such maintenance or repair. If Grantor fails to perform such maintenance or repair within such 30-day period, Grantee may give Grantor a notice stating that Grantor will have 10 additional days to perform such maintenance or repair. If Grantor fails to perform such maintenance or repair within such 10-day period, Grantee may independently contract to have such maintenance or repair work performed and bill Grantor for all reasonable charges associated with such work. Grantor shall reimburse Grantee promptly upon receipt of the bill for said maintenance or repair work. Grantor and Grantee shall use good faith efforts to resolve any disagreements between them regarding the proper maintenance and repair of the Utilities.

3. Grantor shall indemnify, assume the defense of, and hold free and harmless Grantee (and its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members) from any and all obligations, liabilities, claims, demands, loss, damages, injury, suit, cost, or cause of action whatsoever, including a reasonable sum for attorneys' fees, whether or not suit is filed, in any way due to, arising out of, or related to: (i) the Right of Way and/or use of the

Right of Way Area, (ii) the activities in the Right of Way Area by Grantor, its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members, or any other person gaining access to the Right of Way Area pursuant to this Deed, and (iii) the failure to perform or breach of any of Grantor's obligations under this Deed.

4. Grantor and its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members hereby assume any risk involved in respect to the Right of Way and the Right of Way Area, and do hereby release and discharge Grantee and its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members from any liability for loss, damage, or injury incurred by them arising out of the Right of Way or Grantor's, or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members, entry or presence upon the Right of Way Area.

5. During any time that Grantor or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives or members are constructing or repairing the Utilities, Grantor shall carry and maintain, at Grantor's expense, commercial general liability and property damage liability insurance, with a combined single limit of not less than \$2,000,000.00, and workers' compensation insurance as required by law. Grantor shall require that all contractors employed in connection with the Utilities shall carry general liability insurance, and workers' compensation insurance as required by law. All general liability insurance shall be provided on a CG 00 01 form or equivalent, including, without limitation, personal injury and contractual liability coverage for the performance by Grantor of the indemnity agreements set forth in this deed. Such liability policies carried by Grantor and its contractors shall name Grantee, its affiliates and its lenders as an additional insured, entitling it to recover under such policies for any loss sustained by it, its Parties lenders and any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members. Workers' compensation policies shall include a provision waiving subrogation against additional insured parties. Such policies shall provide that they may not be terminated or modified except after thirty (30) days prior to written notice to Grantee. Such policies shall be written as primary policies, not contributing with, and not supplemental to, any coverage that Grantee may carry. Grantor shall deliver to Grantee certificates of insurance evidencing the insurance required under this deed, prior to any entry by Grantor or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members on the Grantee's property.

6. Grantor shall have no claim of adverse possession to the Right of Way Area, and Grantor hereby waives and releases same.

7. Grantor, in its use of the Right of Way and the Utilities, shall at all times and at its own cost comply with all applicable laws, ordinances, rules, and regulations, including without limitation all environmental laws. Without limiting the foregoing, Grantor shall comply with and obtain and maintain in full force and effect any and all governmental permits necessary for its use of the Right of Way and the Utilities.

8. Grantor shall have no right, power or authority to bind Grantee or any interest of Grantee in the Right of Way Area under any statute relating to liens or by a contract by or on behalf of Grantor for the furnishing of any work, labor, or material on or to the Right of Way Area. Grantor

agrees not to permit or suffer and, to the extent permitted or suffered, cause to be promptly (and in any event within 30 days after receipt of notice thereof) removed and released at its sole cost and expense, any mechanic's lien, materialman's or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used, or claimed to be furnished or used, in connection with the entry or work upon or in relation to the Right of Way by Grantor or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members; provided, however, that if Grantor wishes to contest any such lien, Grantor shall promptly (and in any event within 30 days after receipt of notice thereof) bond over such lien in a manner and amount sufficient under applicable law to cause such lien to be discharged of record and prevent any sale or forfeiture of the Right of Way Area or the 65.31 acre tract described in Exhibit A. If Grantor fails to do so, or the Right of Way Area or the 65.31 acre tract described in Exhibit A is in imminent danger of being forfeited or foreclosed, then Grantee shall have the right, at Grantor's sole cost, to pay whatever sum is demanded by the claimant without inquiring as to the validity or reasonableness of the claim, in order to cause the lien to be released. Grantee may, at its option, at Grantor's cost and expense, enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantee deems necessary to defend itself and the Right of Way Area from and against all claims or liability arising by, through or under Grantor or its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members as set forth herein. Grantor acknowledges and agrees that Grantee may, but shall not be required to, post or serve a notice that Grantee's interest in the Right of Way Area shall not be subject to any mechanic's liens pursuant to applicable law, and to take such other action as Grantee deems necessary to comply with the provisions of applicable law.

9. The provisions of this Deed regarding the Right of Way and the Right of Way Area constitute the entire agreement between Grantor and Grantee regarding the Right of Way and the Right of Way Area.

10. Grantee's rights hereunder shall run with the land described on Exhibit A attached hereto. Grantor's and Grantee's acknowledgements and agreements shall be binding on their heirs and assigns.

12. Nothing herein is intended to benefit any third party, or create any third party beneficiary.

13. Should any litigation be commenced between Grantor and Grantee concerning any breach or interpretation hereof the rights or duties of Grantor or Grantee hereunder, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be provided herein, to a reasonable sum as and for attorney's fees in such litigation.

14. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Right of Way Area to or for the general public or for any public purpose.