

**s☆h draft of May 23**

*Prepared by and return after recording to:*

Robert M. Jessup Jr.  
Sanford Holshouser LLP  
209 Lloyd St., Suite 350  
Carrboro, NC 27510

**DEED OF TRUST SUPPLEMENT #1**

**PINs 9871-81-0744**

**9788-37-6817 9788-37-4748 9788-37-3947**

Brief description:

Town parking deck, Rosemary Street

Town Operations Center, Millhouse Road

**Supplements RB 6739, Page 473.**

<b>STATE OF NORTH CAROLINA )</b>	<b>The collateral is or includes fixtures.</b>
<b>)</b>	
<b>ORANGE COUNTY )</b>	<b>This instrument secures future advances.</b>

**DEED OF TRUST SUPPLEMENT #1**

**THIS DEED OF TRUST SUPPLEMENT #1** (this "Supplement") is dated as of June 18, 2024, and is granted by the **TOWN OF CHAPEL HILL, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (the "Town"), to **Amy K.**

**Johnson**, as trustee (the "Deed of Trust Trustee"), for the benefit of **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE** ("US Bank").

### **Introduction**

The Town is issuing its [\$16,500,000] (aggregate principal amount) Limited Obligation Bonds, Series 2024 (the "2024 Bonds"), under a First Supplemental Trust Agreement dated as of June 18, 2024 (the "2024 Agreement"), between the Town and US Bank, as trustee. The Town is issuing the 2024 Bonds to provide funds, to be used together with other available funds, to finance additional construction costs for the Rosemary Street Parking Deck, to pay for the acquisition of a ladder truck, to pay for furnishings and equipment of the new police headquarters and emergency operations center, and to pay financing costs and other related costs.

The 2024 Agreement supplements a Trust Agreement dated as of August 1, 2021 (the "2021 Agreement"). Under the 2021 Agreement, the Town has issued its \$51,526,000 original aggregate principal amount Limited Obligation Bonds, Series 2021A and Series 2021B (the "Prior Bonds"). The Town secured its repayment obligation with respect to the Prior Bonds by granting a security interest in certain Mortgaged Property, as defined in the Existing Deed of Trust (as defined below).

The parties have now agreed that the Mortgaged Property will also secure the Town's repayment obligations with respect to the 2024 Bonds as provided in the 2024 Agreement.

Accordingly, **this Supplement supplements the Deed of Trust and Security Agreement** granted by the Town for the benefit of US Bank dated as of August 1, 2021, and recorded at RB 6739, Page 473, Orange County Registry (the "Existing Deed of Trust"). The Existing Deed of Trust, as modified by this Supplement, is referred to as the "Modified Deed of Trust" in this Supplement.

The Mortgaged Property includes the real property described in Exhibit A. The Town is the record owner of that real property.

The Town executes and delivers this Supplement to secure current advances under the 2024 Agreement of [\$16,500,000], as well as (a) total outstanding advances with respect to the Prior Bonds of approximately \$40,840,000, and (b) potential future advances up to a total maximum principal amount outstanding at any

one time of \$200,000,000, all as described and pursuant to the Existing Deed of Trust. The time during which such future advances may be made is 30 years from August 1, 2021. The current scheduled date for final repayment of amounts secured under the Modified Deed of Trust is December 1, 2043.

**NOW, THEREFORE,**

(1) in consideration of the execution and delivery of the 2024 Bonds and the 2024 Agreement and other good and valuable consideration, the receipt and sufficiency of which the Town acknowledges,

(2) to secure the Town's performance of all its covenants under this Supplement, the Existing Deed of Trust, the 2024 Agreement, the 2021 Agreement, the 2024 Bonds and the Prior Bonds (together, the "Loan Documents"), and

(3) to charge the "Mortgaged Property," as defined in the Existing Deed of Trust, with that payment and performance,

the Town sells, grants and conveys the Mortgaged Property to the Deed of Trust Trustee, her successors and assigns forever, in trust, with power of sale;

**TO HAVE AND TO HOLD** the Mortgaged Property with all privileges and appurtenances belonging thereunto, to the Deed of Trust Trustee, her successors and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

**SUBJECT, HOWEVER,** to the encumbrances described in Exhibit B;

**BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST:** if the Town pays its "Obligations," as defined in Section 1-1 below, in full and in accordance with the Loan Documents, and the Town complies with all the terms, covenants and conditions of the Loan Documents, this conveyance will be null and void and will be canceled of record at the Town's request and cost, and title will revert as provided by law;

**BUT IF, HOWEVER, THERE OCCURS AN EVENT OF DEFAULT UNDER THE LOAN DOCUMENTS,** then US Bank will have the remedies provided for in this

Modified Deed of Trust, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

The Town covenants with the Deed of Trust Trustee and US Bank that the Town is seized of and has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than Permitted Encumbrances, as defined in the 2021 Agreement and in Section 2-2, that title to the Mortgaged Property is marketable, and that the Town will forever warrant and defend title to the Mortgaged Property (subject to the Permitted Encumbrances) against the claims of all persons.

**THE TOWN COVENANTS AND AGREES** with the Deed of Trust Trustee and US Bank (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

**1. Security Provided**

**1-1 Security for Payment and Performance.** The Modified Deed of Trust secures the Town's payment, as and when the same become due and payable, of all amounts payable by the Town under the Loan Documents (the "Obligations") and the Town's timely compliance with all terms, covenants and conditions of (a) the Loan Documents and (b) any Additional Bonds, as defined in and as may be executed and delivered pursuant to the Prior Agreement.

**1-2 Present and Future Advances.** This Deed of Trust is executed to secure all the Town's present and future obligations to the Trustee related to the Mortgaged Property as described in and pursuant to the Modified Deed of Trust. The total amount, including present and future obligations, that may be secured by this Modified Deed of Trust at any one time is \$200,000,000. The period within which future obligations may be incurred is 30 years from August 1, 2021.

The provisions in this Modified Deed of Trust for future advances are made only to facilitate the possible financing of additions or improvements to the Mortgaged Property, the refinancing of the 2024 Bonds or the 2021 Bonds, or otherwise as provided under the Loan Documents. As of the date of this Supplement, there is no agreement or obligation by the Town to borrow, or for any person to lend, any additional funds.

**1-3 Existing Deed of Trust Otherwise Confirmed.** Except as provided by this Supplement, the Town ratifies, approves and confirms the terms of the Existing Deed of Trust.

**1-4 Town's Obligation Limited.** Notwithstanding any other provision of the Loan Documents, the parties intend that this transaction will comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the Town in violation of Section 160A-20.

No provision of this Supplement should be construed or interpreted as creating a pledge of the Town's faith and credit within the meaning of any constitutional debt limitation. No provision of this Supplement should be construed or interpreted as an illegal delegation of governmental powers, nor as an improper donation or lending of the Town's credit within the meaning of the North Carolina constitution. The Town's taxing power is not and may not be pledged, directly or indirectly contingently, to secure any moneys due under this Supplement.

Nothing in this Section is intended to impair or prohibit foreclosure under the Modified Deed of Trust if the Obligations are not paid when due or otherwise upon the occurrence of an Event of Default under the Loan Documents.

No provision of this Supplement restricts the Town's future issuance of any of its bonds or other obligations payable from any class or source of the Town's moneys (except to the extent the Loan Documents restrict the incurrence of additional obligations secured by the Mortgaged Property).

To the extent of any conflict between this Section and any other provision of this Supplement, this Section takes priority.

## **2. Miscellaneous**

### **2-1 Notices.**

(a) Any communication provided for in this Supplement must be in English and must be in writing. "Writing" includes electronic mail but not facsimile transmission.

(b) For the purposes of this Supplement, any communication sent by electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a Town Representative (in the case of the Town) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment. Any electronic communication to the Trustee is subject to the provisions of Section 9.02 of the 2021 Agreement.

(c) Any other communication under this Supplement will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the Town, to Town of Chapel Hill Manager, Re: Notice under 2024 LOBs Financing, 405 Martin Luther King Jr. Blvd., Chapel Hill, NC 27514

(ii) if to the Trustee, to U.S. Bank Trust Company, National Association, Re: Notice for 2024 Financing for Town of Chapel Hill (NC), 214 North Tryon Street, 27<sup>th</sup> Floor, Charlotte, NC 28202

(iii) if to US Bank, to U.S. Bank Trust Company, National Association, Re: Notice for 2024 Financing for Town of Chapel Hill (NC), 214 North Tryon Street, 27<sup>th</sup> Floor, Charlotte, NC 28202

(d) The Town and US Bank will send copies of any notices either sends under this Supplement as follows, with those notices subject to all other notice provisions of this Section:

(i) To Truist Bank, so long as that Bank is the registered owner of any of the 2024 Bonds, to Truist Bank, Tax-Exempt Lending Group, 150 Stratford Road, 2nd Floor, Winston-Salem, NC 27104

(ii) To Truist Commercial Equity, Inc., so long as that entity is the registered owner of any of the 2024 Bonds, to Truist Commercial Equity, Inc., 1414 Raleigh Road, Chapel Hill, NC 27517

(e) Any addressee (including the addressees identified in (d) above) may designate additional or different addresses for communications by notice given under this Section to each of the others. The Town must send copies of any notices it sends to the Deed of Trust Trustee also to US Bank.

(f) Notwithstanding any contrary provision of the Loan Documents, the Town agrees that it may not provide any notices or other communications to the Trustee by facsimile transmission.

**2-2 Definitions.** All capitalized terms used in this Supplement and not otherwise defined have the meanings ascribed to them otherwise in the Loan Documents.

“Permitted Encumbrances” means, as of any particular time, (a) the encumbrances on the Town’s title to the Mortgaged Property that are stated on Exhibit B, (b) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the Modified Deed of Trust, (c) the Modified Deed of Trust, (d) any lien or encumbrance which is made by its terms expressly subordinate to the lien of the Modified Deed of Trust, including leases of Mortgaged Property made by the Town, as lessor, to other units of State or local government, (e) easements and rights-of-way granted by the Town pursuant to the Modified Deed of Trust, and (f) encumbrances on the Town’s title to property that may be added in the future to the definition of the Mortgaged Property existing at the time the property becomes part of the Mortgaged Property.

**2-3 Governing Law; Forum.** The Town, US Bank and the Deed of Trust Trustee intend that North Carolina law will govern this Supplement and all matters of its interpretation. To the extent permitted by law, the Town, US Bank and the Deed of Trust Trustee agree that any action brought with respect to this Supplement must be brought in the North Carolina General Court of Justice in Orange County, North Carolina.

**2-4 Limitation of Liability of Officers and Agents.** No officer, agent or employee of the Town, US Bank or the Deed of Trust Trustee will be subject to any personal liability or accountability by reason of the execution of this Supplement or any other documents related to the transactions contemplated by this Supplement. Those officers or agents are deemed to execute documents in their official capacities

only, and not in their individual capacities. This Section does not relieve any officer, agent or employee from the performance of any official duty provided by law.

**2-5 Covenants Run with the Land.** All covenants contained in the Modified Deed of Trust run with the real estate encumbered by the Modified Deed of Trust.

**2-6 Further Instruments.** Upon the request of US Bank or the Deed of Trust Trustee, the Town will execute, acknowledge and deliver any further instruments reasonably necessary or desired by US Bank or the Deed of Trust Trustee to carry out more effectively the purposes of this Supplement or any other document related to the transactions contemplated by this Supplement, and to subject to the liens and security interests of this Supplement all or any part of the Mortgaged Property intended to be given or conveyed, whether now given or conveyed or acquired and conveyed subsequent to the date of this Supplement.

**2-7 Entire Agreement; Amendments.** This Supplement, together with the other Loan Documents, constitutes the entire agreement with respect to its general subject matter between the Town, the Trustee and the Deed of Trust Trustee. This Supplement may not be changed except in accordance with the other Loan Documents. The Deed of Trust Trustee's consent is not required for any changes.

***[The remainder of this page has been left blank intentionally.]***



**IN WITNESS WHEREOF**, the Town has caused this instrument to be signed, sealed and delivered by duly authorized officers, as of the day and year first above written.

**(SEAL)**

**ATTEST:**

**TOWN OF CHAPEL HILL,  
NORTH CAROLINA**

By: \_\_\_\_\_

\_\_\_\_\_  
Sabrina Oliver  
Town Clerk

Chris Blue  
Town Manager

\* \* \* \* \*

**STATE OF NORTH CAROLINA;  
ORANGE COUNTY**

I, a Notary Public of such County and State, certify that Chris Blue and Sabrina Oliver personally came before me this day and acknowledged that they are the Town Manager and the Town Clerk, respectively, of the Town of Chapel Hill, North Carolina, and that by authority duly given and as the act of such Town, the foregoing instrument was signed in the Town's name by such Town Manager, sealed with its corporate seal and attested by such Clerk.

**WITNESS** my hand and official stamp or seal, this \_\_\_\_\_ day of June, 2024.

**[SEAL]**

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[Deed of Trust Supplement #1 dated as of June 18, 2024,  
for the benefit of US Bank Trust Company, National Association, as Trustee]

## **EXHIBIT A – Pledged Sites Description**

### **Tract A:**

**PIN: 9871-81-0744**

**Address: 6830-6850 Millhouse Road, Chapel Hill, NC 27516**

BEING all of that certain tract or parcel of land lying being and situated on the west side of Interstate 40 on the east side of Millhouse Road (SR 1725), containing 63.324 acres, more or less, and shown on that certain plat and survey by Charles R. Billings, PLS (Freehold Land Surveys, Inc.), entitled "Town of Chapel Hill Operations Center-North Section" and recorded in Plat Book 97, Page 162, Orange County Registry, to which plat reference is hereby made for a more particular description of same.

LESS AND EXCEPT

That certain tract or parcel of land containing 0.031 acres, more or less, as more particularly described in that certain Deed for Highway Right of Way to the North Carolina Department of Transportation recorded in Book 6827, Page 2362, Orange County Registry.

### **Tract B:**

**PIN: 9788-37-6817**

**Address: 135 E. Rosemary Street, Chapel Hill, NC 27514**

Being all of the Investor's Title Company Parcel (Pin # 9788-37-6817; Deed Book 778, Page 87) and being more particularly described as follows:

BEGINNING at a point on the Northern right-of-way of East Rosemary Street (a 45' wide public R/W), also being the southwestern corner of the Investors Title Company Parcel and the southeastern corner of the Franklin Office Chapel Hill LLC Parcel (PIN# 9788-37-4748 / Deed Book 6603, Page 282), said point having North Carolina State Plane Coordinates (NAD83/2011) of N:787,801.04' E:1,983,661.35'; thence with the common line of Investors Title Company, and Franklin Office Chapel Hill LLC North 26°07'18" West a distance of 199.70 feet to an existing 1" iron pipe, the common corner of Investors Title Company, Franklin Office Chapel Hill, and

Sharon M. Kirk, et al (PIN# 9788-37-4909 / Deed Book 1155, Page 31); thence with the common line of Investors Title Company, and Sharon M. Kirk, et al North 26°56'46" West a distance of 15.51 feet to an existing 1" iron pipe, the common corner of Investors Title Company, Sharon M. Kirk, et al, and Cider 5 LLC (PIN# 9788-38-4062 / Deed Book 6034, Page 471); thence with the common line of Investors Title Company, and Cider 5 LLC North 64°37'21" East a distance of 63.53 feet to an existing 1/2" iron pipe, the common corner of Investors Title Company, Cider 5 LLC, and Zeta Tau Alpha Fraternity Housing Corporation (PIN# 9788-38-5035 / Deed Book 392, Page 445); thence with the common line of Investors Title Company, and Zeta Tau Alpha Fraternity Housing Corporation North 64°41'32" East a distance of 99.55 feet to an existing 1" iron pipe, the common corner of Investors Title Company, Zeta Tau Alpha Fraternity Housing Corporation, Carolyn Baucom (PIN# 9788-38-6019 / Deed Book 2668, Page 576), and Branch Banking and Trust Co (PIN# 9788-37-7911 / Deed Book 206, Page 486); thence with the common line of Investors Title Company and Branch Banking and Trust Co South 26°49'58" East a distance of 214.30 feet to a point on the Northern R/W of East Rosemary Street; thence with the Northern R./W of East Rosemary Street South 63°54'19" West a distance of 86.08 feet to a corner; thence South 64°47'43" West a distance of 79.44 feet to the point of BEGINNING, containing an area of 35,312 square feet or 0.81 acres, more or less.

**Tract C:**

**PIN: 9788-37-4748**

**Address: 125 E. Rosemary Street, Chapel Hill, NC 27514**

LYING AND BEING in Chapel Hill, Orange County, North Carolina and more particularly described as follows:

To locate the point and place of BEGINNING, commence at the intersection of the eastern margin of the right-of-way of North Columbia Street with the northern margin of the right-of-way of East Rosemary Street and run N 64° 32' 00" E 140.00' to an iron pin on the southeastern corner of land conveyed to Centura Bank by instrument recorded in Deed Book 1078, Page 71 in the Orange County Public Registry, said iron pin marking the point and place of BEGINNING, thence running with the northern margin of the right-of-way of East Rosemary Street N 64° 38' 44" E 191.29' to an iron pin located on the southwestern corner of the land conveyed to Investors Title Company by instrument recorded in Deed Book 778, Book 87 in the

Orange County Public Registry; thence running with the western boundary of the Investors Title Company Property (now or formerly) N 26° 32' 23" W 199.70' to an iron pin located on the southeastern corner of the land conveyed to Sharon Kirk by instrument recorded in Deed Book 1151, Page 31 in the Orange County Public Registry; thence running with the southern boundary of the Sharon Kirk property (now or formerly) S 64° 32' 00" W 117.37' to an iron pin located on the southeastern corner of the land conveyed to Bell Family Properties by instrument recorded in Deed Book 1950, Page 204 in the Orange County Public Registry; thence running with the southern boundary of the Bell Family Properties land (now or formerly) S 64° 32' 00" W 70.18' to an iron pin located on the northeastern corner of the Centura Bank property (now or formerly) and running thence with the eastern boundary of the Centura Bank property (now or formerly) S 25° 28' 00" E 199.29' to the point and place of BEGINNING, containing 37,785 square feet, more or less, all as shown on survey entitled "FRANKLIN STREET PLAZA, LLC", prepared by Mary E. Ayers, North Carolina Professional Land Surveyor L3260, dated April 22, 2005, reference to said survey being made in aid of description.

TOGETHER WITH AND SUBJECT TO an easement for an overhead pedestrian bridge as more particularly described in a Deed of Easement recorded in Book 234, Page 654, in the Orange County Public Registry and the easements described in the deed recorded in Book 278, Page 1632 in the Orange County Public Registry, all as shown on the survey entitled "FRANKLIN STREET PLAZA, LLC", prepared by Mary E. Ayers, North Carolina Professional Surveyor L3260, dated April 22, 2005, reference to said survey being made in aid of description.

**Tract D:**

**PIN: 9788-37-3947**

**Address: 108 North Street, Chapel Hill, NC 27514**

BEING ALL of Lot No. 1, PROPERTY OF WILLIAM E. KRUCK AND SHARON M. KRUCK, according to the plat and survey thereof, as recorded in Plat Book 61, Page 182, Orange County Registry, to which plat reference is hereby made for a more particular description of same.

## **EXHIBIT B -- Existing Encumbrances**

### **Parcels A, B, C and D.**

Rights, if any, of third party utility providers in and to the general utility line(s) improvements.

### **Parcel A only.**

Special Use Permit issued by Town of Chapel Hill and recorded in Book 3559, Page 464, Orange County Registry.

Right of way and taking for US Interstate 40 by way of the NC Department of Transportation as evidenced in that Memo of Action recorded in Book 470, Page 63 and Consent Judgment (in action 84 CvS 707) recorded in Book 613, Page 340.

Subject to matters shown on recorded Plat Book 1, Page 77; Plat Book 1 at Page 82; Plat Book 1 at Page 83; Plat Book 50 at Page 119; Plat Book 53 at Page 168; Plat Book 80 at Page 54; and Plat Book 97 at Page 162, Orange County Registry, including Right of Way and taking for US Interstate 40 by the NC Department of Transportation located on the property.

Title to that portion of the land lying within the bounds of the railroad right of way Southern Railroad.

Subject to matters shown on recorded Book 50 at Page 119; Plat Book 53 at Page 168; Plat Book 80 at Page 54 and Plat Book 97 at Page 162, Orange County Registry, including right of way of Southern Railroad and right of way of Millhouse Road (SR 1725).

Title to that portion within the right-of-way of US Interstate 40.

Right-of-way of Millhouse Road (SR 1725) to NC Department of Transportation recorded in Book 840, Page 582 and Book 840, Page 608, Orange County Registry.

Subject to matters shown on recorded Plat Book 101 at Page 143, Orange County Registry, including easement(s) to OWASA (Orange Water and Sewer Authority) and easement and/or right of way to Piedmont Electric Membership Corp (PEMC) located on the Land.

Easement(s) to OWASA (Orange Water and Sewer Authority) recorded in Book 4302, Page 524 and shown on map recorded in Plat Book 101, Page 143, Orange County Registry.

Easement(s) and/or right(s) of way to Piedmont Electric Membership Corp (PEMC) recorded in Book 111, Page 413; Book 234, Page 1845; Book 241, Page 1847; Book 499, Page 117; Book 598, Page 200; Book 658, Page 162; Book 1350, Page 187; and Book 1603, Page 371, Orange County Registry.

Subject to matters shown on recorded Plat Book 80 at Page 54; Plat Book 53 at Page 168; and Plat Book 50 Page 119, Orange County Registry, including easement and/or right of way to

Piedmont Electric Membership Corp (PEMC) and easement and/or right to Duke Power Company.

Easement(s) to Piedmont Electric Membership Corporation, recorded in Book 3820 at Page 60, Orange County Registry.

Easement(s) and/or right(s) of way to Duke Power Company recorded in Book 181, Page 426 and Book 498, Page 777, Orange County Registry.

Easement(s) and/or right(s) of way to Univ. of North Carolina (for electric, telephone and communications), recorded in Book 136, Page 559, Orange County Registry.

Rights, if any, of third party utility providers in and to the general utility line(s) improvements.

Rights of others thereto entitled in and to the continued uninterrupted flow of Old Field Creek and unnamed creek(s).

Riparian rights of other(s) or portion of subject property lying within watermark on pond as shown on maps of property.

Subject to matters shown on recorded Plat Book 96 at Page 116, Orange County Registry.

Those matters as disclosed by that certain survey entitled "Recombination of the Property of the Town of Chapel Hill-North Section," prepared by Freehold Land Surveyors, Inc., bearing the seal and certification of Charles R. Billings, Professional Land Surveyor, dated 5/16/05, including pond, creeks and overhead utilities.

**Parcel B only.**

Easement Agreement to the Town of Chapel Hill recorded in Book 6227 at Page 285, Orange County Registry.

Conditional Zoning Permit issued by the Town of Chapel Hill and recorded in Book 6724, Page 1454, Orange County Registry.

Title to that portion of the subject property within the right-of-way of E. Rosemary Street.

Plat of survey by Steven M. Injasoulion, PLS, dated 11/03/20, shows the following located on the Land:

- (a) overhead electric line
- (b) 8" clay
- (c) 30" rcp
- (d) light pole
- (e) electric meter
- (f) catch basin
- (g) underground gas line

- (h) underground electric line
- (i) water meter
- (j) 4" pvc downspout
- (k) 12" rcp
- (l) possible storm junction
- (m) guy wire
- (n) storm drainage pipe
- (o) sanitary sewer pipe
- (p) utility vault
- (q) yard inlet

Encroachment upon the Land by the possible storm junction and 3-story parking deck appurtenant to the property adjoining on the west, by the public utility sewer pipes and structure appurtenant to the property adjoining on the north, by the overhead utility line to area light and stone retaining wall appurtenant to the property adjoining on the northwest and by the concrete retaining wall appurtenant to the property adjoining on the east, as shown on plat of survey by Steven M. Injasoulion, PLS, dated 11/03/2020.

**Parcel C only.**

Deed Granting Easement by and between 137 East Franklin, LP and the Town of Chapel Hill recorded in Book 6227 at Page 296, Orange County Registry.

Conditional Zoning Permit issued by the Town of Chapel Hill and recorded in Book 6724, Page 1454, Orange County Registry.

Title to that portion of the subject property within the right-of-way of E. Rosemary Street.

Plat of survey by Steven M. Injasoulion, PLS, dated 11/16/20, shows the following located on the Land:

- (a) water meters
- (b) 1.5' x 1.5' drop inlet
- (c) sanitary sewer cleanout
- (d) 6" dip
- (e) storm line
- (f) 3' x 2' drop inlet
- (g) underground gas line
- (h) 4" dip
- (i) underground electric line
- (j) underground telephone line
- (k) gas valve
- (l) storm drainage pipe
- (m) 1' X 1' electric vaults
- (n) 30' wide elevated pedestrian easement (DB 234, PG 654)
- (o) electric manhole
- (p) water line
- (q) light pole

Rights of the public and others entitled thereto in and to the use of that portion of Land within the bounds of the 9.75' wide sidewalk easement in DB 6227, PG 298, as shown on plat of survey by Steven M. Injasoulia, PLS, dated 11/16/20.

An easement for an overhead pedestrian bridge as more particularly described in a Deed of Easement recorded in Book 234, Page 654 in the Orange County Public Registry and the easements described in the deed recorded in Book 278, Page 1632 in the Orange County Public Registry.

**Parcel D only.**

Subject to matters shown on recorded Plat Book 61 at Page 182, Orange County Registry, including utility lines crossing the subject property.

Encroachment of a rock wall appurtenant to the subject property upon the right of way of North Street.

Title to that portion of the subject property within the right-of-way of North Street.