

WAKE COUNTY, NC 205
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/28/2011 AT 11:35:48

BOOK:014515 PAGE:00922 - 00927

Prepared by and Return to:

~~Duke Realty Limited Partnership~~ First American Title
3930 Premier Parkway 30 N LaSalle St Ste 2700
Duluth, Georgia 30097 Chicago IL 60602
Attn: ~~Ann Kustoff, Esq.~~ Martha Reyna

Cross Reference:

Book 10402, Page 1029
Book 11750, page 2254

ASSIGNMENT OF DECLARANT'S RIGHTS

(Greenfield North)

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment") is made and entered into as of September 14, 2011 (the "Effective Date"), by and between RALEIGH PROPERTIES GROUP II, LLC, a Delaware limited liability company ("Assignor") having an address of c/o Craig Davis Properties, 940 NW Cary Parkway, Cary, NC 27513, and DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Assignee") having an address of 600 East 96th Street, Suite 100, Indianapolis, Indiana 46240, with reference to the following recitals:

RECITALS

A. Assignor is the "Declarant" under that certain Declaration of Master Protective Covenants for Greenfield North by Raleigh Properties Group II, LLC, dated August 28, 2003, recorded in Book 10402, Page 1029, Wake County (N.C.) Registry; as amended and supplemented by First Supplement to of Declaration of Master Protective Covenants for Greenfield North by Raleigh Properties Group II, LLC, dated December 28, 2003, recorded in Book 11750, page 2254, aforesaid (as so supplemented and amended, the "Declaration"). The Declaration encumber certain parcels of land located in Wake County, North Carolina, more particularly described in Exhibit A hereto (the "Property").

B. A portion of the Property was sold by Assignor to Assignee. In connection with such transfer, Assignor has agreed to assign to Assignee all of Assignor's rights and responsibilities as Declarant under the Declaration upon and subject to the terms and conditions of this Assignment.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The foregoing recitals are hereby incorporated into and made a part of this Assignment as if fully set forth in this first paragraph.

2. Assignor hereby assigns, transfers, delegates and sets over unto Assignee, without representation or warranty of any kind whatsoever, all of Assignor's rights, obligations and responsibilities as Declarant under the Declaration, and Assignee hereby accepts and assumes all of Assignor's rights, obligations and responsibilities as Declarant under the Declaration arising on or after September 14, 2011 (the "Effective Date"). From and after the Effective Date, Assignee shall be the Declarant for all purposes under the Declaration, and Assignor shall be released from any and all duties and obligations of Declarant under the Declaration, all of which duties and obligations shall hereafter be solely the duties and obligations of Assignee.

3. From this date forward all communications with Declarant shall be made to the following address:

Duke Realty Limited Partnership
3005 Carrington Mill Blvd, Suite 100
Morrisville, North Carolina 27560
Attention: Vice President Asset Management & Customer Service

4. This Assignment shall be governed in accordance with the laws of the State of Florida without regard to conflict of laws principles.

5. This Assignment shall bind Assignor and Assignee and their respective successors and assigns.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures are continued on the following page.]

The parties hereto have executed this Assignment as of the Effective Date.

DECLARANT:

RALEIGH PROPERTIES GROUP II, LLC

By: CDP LLC, its manager

By: *Craig M. Davis*
Craig M. Davis, Manager

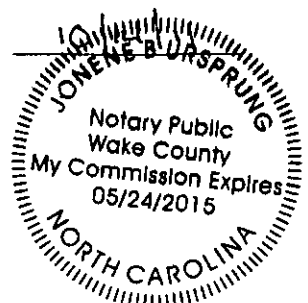
STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I certify that the following person personally appeared before me this day, and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: [Insert name of person signing document here] _____
Craig M. Davis

- I have personal knowledge of the identity of the principal(s);
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
- A credible witness has sworn to the identity of the principal(s).

Date: _____



Notary Public: *Jonene B. Ursprung*
Printed Name: Jonene B. Ursprung
My Commission Expires: 5/24/2015

[Signatures are continued on the following page.]

ASSIGNEE:

DUKE REALTY LIMITED PARTNERSHIP,
an Indiana limited partnership

By: Duke Realty Corporation, an Indiana
corporation, its general partner

By: Elizabeth C Belden
Name: Elizabeth C. Belden
Title: Vice President

STATE OF Georgia :

COUNTY OF Gwinnett :

I certify that the following person personally appeared before me this day, and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: [Insert name of person signing document here] Elizabeth C. Belden

- I have personal knowledge of the identity of the principal(s);
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
- A credible witness has sworn to the identity of the principal(s).

Date: Oct. 18, 2011

Notary Public: Linda Ann Lovelace
Printed Name: Linda Ann Lovelace
My Commission Expires: April 1, 2012



EXHIBIT A
LEGAL DESCRIPTION

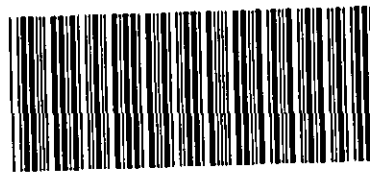
All that certain tract or parcel of land lying in the Town of Garner, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at a concrete monument found in the northern right of way of the Highway 70 West On-Ramp to Interstate 40 West, said point having NC Grid Coordinates of N=707,278.6900 and E=2,129,442.2780, runs thence with the northern right of way of the Highway 70 West On-Ramp to Interstate 40 West the following eighteen calls: North 68° 09' 51" West 27.91 feet; thence along a curve to the left with a chord bearing and distance of North 69° 14' 41" West 361.05 feet and a radius of 11,589.16 feet; thence North 59° 51' 07" West 102.96 feet; thence along a curve to the left with a chord bearing and distance of North 71° 23' 24" West 308.31 feet and a radius of 11,608.16 feet; thence North 72° 11' 24" West 300.11 feet; thence North 70° 56' 33" West 292.75 feet; thence North 56° 06' 47" West 491.18 feet; thence North 71° 10' 30" West 162.95 feet; thence North 50° 41' 51" West 293.19 feet; thence North 48° 50' 36" West 306.66 feet; thence North 53° 09' 48" West 154.08 feet; thence North 71° 05' 54" West 29.38 feet; thence North 00° 28' 35" West 9.88 feet; thence along a curve to the left with a chord bearing and distance of North 61° 55' 33" West 510.45 feet and radius of 2,391.83 feet; thence North 70° 30' 59" West 306.41 feet; thence North 67° 41' 02" West 295.62 feet; thence along a curve to the right with a chord bearing and distance of North 56° 33' 03" West 864.78 feet and a radius of 2,176.83 feet; thence North 44° 12' 40" West 290.04 feet; thence North 39° 36' 02" West 50.42 feet to a concrete monument located in the southern right of way line of the Norfolk & Southern Railway, a 200' right of way; runs thence with the southern right of way line of the Norfolk & Southern Railway the following seven calls: North 72° 26' 53" East 344.75 feet; thence North 72° 23' 22" East 300.09 feet; thence North 72° 29' 38" East 399.22 feet; thence North 74° 01' 38" East 193.63 feet; thence along a curve to the right with a chord bearing and distance of North 86° 15' 16" East 810.32 feet and a radius of 1,855.79 feet; thence along a curve to the right with a chord bearing and distance of South 75° 08' 12" East 378.26 feet and a radius of 1,809.89 feet; thence South 69° 08' 19" East 2,162.70 feet to an iron pipe found in the northwestern corner of that property now or formerly owned by NCNB National Bank of N.C. Trustee, runs thence with the NCNB land South 01° 58' 24" East 2,034.72 feet to a concrete monument found, said point being the point and place of BEGINNING and containing 152.22 acres as shown on that survey entitled Survey for Raleigh Properties Group II, LLC, by Withers & Ravenel Engineering & Surveying, Inc., dated May 15, 2001.

TOGETHER WITH AND INCLUDING all right, title and interest of Nabisco, Inc. in those Access Easements recorded in Book 4272, page 85 and Book 4310, page 872 Wake County Registry.

Together with:

Being all of Parcel 10 containing approximately 34.87 acres and Parcel 11 containing approximately 36.21 acres as shown on the plat entitled "Greenfield North (Formerly Auburn Park) Parcels 1, 2, 4, 5, 6 Greenfield Parkway" prepared by Withers & Ravenel, dated November 15, 2003, and recorded in Map Book 2004, Page 1269, Wake County Registry.



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**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages *dc*