

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$32,521.00

Parcel Identification No.: 0736501886,  
0736405874, 0735595724, 0735495878

Prepared By:  
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(No Title Search)

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Durham, North Carolina 27713

## Brief description for the Index

± 84.47 acres NC Highway 55
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THIS DEED is made this 29th day of July, 2015, by and between:

## GRANTOR

**Triangle Brick Company**  
a North Carolina corporation  
6523 NC Hwy 55  
Durham, NC 27713

## GRANTEE

**Meritage Homes of the Carolinas, Inc.**  
an Arizona corporation  
8800 E. Raintree, Suite 300  
Scottsdale, AZ 85260

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 Wake County, North

Carolina, more fully described on Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

The Property was acquired by Grantor by the following instruments recorded in the Wake County Registry: Deed Book 15023, Page 985, Deed Book 1940, Page 13, Deed Book 1936, Page 497, and Deed Book 1879, Page 8.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor’s transfer of the Property to the Grantee is subject to a mutual release of claims set forth in an Environmental Remediation Agreement between Grantor and Grantee dated July 15, 2015 (the “Agreement”) pertaining to petroleum product contamination located on a portion of the Property, which contamination is identified by the UST Section of the North Carolina Department of Environment and Natural Resources’ Division of Waste Management as Incident No. 92460. Section 6 of the Agreement contains a mutual release of claims which provides that the Grantee and others, including all successors-in-title to all or any portion of the Property (“Grantee Parties”), fully, finally, unconditionally and forever release and discharge the Grantor, its officers, directors, agents, employees, and its successors and assigns (“Grantor Parties”), from each and every claim, right or cause of action, whether known or unknown, that the Grantee Parties may have asserted, or might hereafter assert, against any of the Grantor Parties arising out of, or in any way related to, the contamination identified in the Agreement, except this release does not apply to a contractual claim based on an alleged violation of Grantor’s representations and warranties in Section 8.8 of the Purchase and Sale Agreement between Grantor and Grantee dated April 2, 2015. The mutual release provision also provides that the Grantor Parties similarly release all such claims against the Grantee Parties pertaining to the identified contamination, except for any claim that a Grantee Party caused additional contamination or otherwise exacerbated the identified contamination.

And the Grantor covenants with the Grantee that Grantor has done nothing to impair such title to the Property as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for exceptions stated herein. Title to the Property is conveyed subject to the following:

1. Ad valorem taxes for 2016 and subsequent years; and
2. The title exceptions listed in Exhibit B attached hereto and incorporated herein by reference.

In addition, Grantor has and by these presents does hereby convey and quitclaim to Grantee, without any representations or covenants, any and all right, title and interest of Grantor in and to the four separate and distinct parcels of land, the boundary of which is described on Exhibit C attached hereto and made a part hereof.

Pursuant to N.C.G.S. § 105-317.2, the Grantor states that the Property conveyed herein does not include the primary residence of the Grantor.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name by its duly authorized officer the day and year first above written.

GRANTOR:

**TRIANGLE BRICK COMPANY,**  
a North Carolina corporation (SEAL)

By: Scott D. Mollenkopf  
Name: Scott D. Mollenkopf  
Title: President

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Scott D. Mollenkopf, President

Date: July 24, 2015

Official Signature of Notary: David R. Fricke  
Notary's Printed or Typed Name: DAVID R. FRICKE, Notary Public  
My Commission Expires: 2-20-2019

(Official Seal)

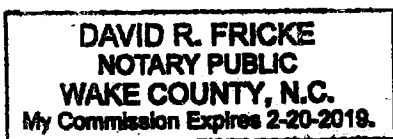


EXHIBIT "A" TO SPECIAL WARRANTY DEED

Legal Description

Being all of those certain tracts or parcels of land located in Wake County, North Carolina and being more particularly described as follows:

**TRACT 1:**

Wake County Tax Parcel I.D. Number 0735495878, containing 5.92 acres and being the same property conveyed to Triangle Brick Company by deed dated November 16, 2012 and recorded November 20, 2012 in Book 15023, Page 985, Wake County Registry.

**TRACT 2:**

Wake County Tax Parcel I.D. Number 0736501886, containing 38.58 acres and being the same property conveyed to Triangle Brick Company by deed dated July 23, 1970 and recorded July 24, 1970 in Book 1940, Page 13, Wake County Registry, LESS AND EXCEPT ANY PRIOR OUT CONVEYANCES.

**TRACT 3:**

Wake County Tax Parcel I.D. Number 0736405874, containing .72 acres and being the same property conveyed to Triangle Brick Company by deed dated July 14, 1970 and recorded July 17, 1970 in Book 1936, Page 497, Wake County Registry, LESS AND EXCEPT ANY PRIOR OUT CONVEYANCES.

**TRACT 4:**

Wake County Tax Parcel I.D. Number 0735595724, containing 39.25 acres and being the same property conveyed to Triangle Brick Company by deed dated May 28, 1969 and recorded May 28, 1969 in Book 1879, Page 8, Wake County Registry, LESS AND EXCEPT ANY PRIOR OUT CONVEYANCES.

EXHIBIT "B" TO SPECIAL WARRANTY DEEDPermitted Exceptions

1. Taxes for the year 2016, and subsequent years, not yet due and payable.
2. Subject to matters shown on plat recorded in Book of Maps 1988 at Page 1559 and Book of Maps 2000 at Page 1024.
3. Easement(s) to Carolina Power & Light Company recorded in Book 813 at Page 127, Book 858 at Page 103, Book 2148 at Page 566 and Book 2175 at Page 570.
4. Right of Way Agreement(s) to Department of Transportation recorded in Book 4697 at Pages 653 and 659.
5. Easement(s) to Progress Energy Carolinas, Inc., recorded in Book 10651 at Page 2505 and Book 11790 at Page 1959.
6. Deed for Highway Right of Way recorded in Book 10823 at Page 552.
7. Subject to matters shown on plat recorded in Book of Maps 1970 at Page 158 and Book of Maps 1975 at Page 151.
8. Easement(s) to Progress Energy Carolinas, Inc., recorded in Book 11923 at Page 606 and Book 10651 at Page 2488.
9. Subject to matters shown on plat recorded in Book of Maps 1970 at Page 149.
10. Easement(s) to Carolina Power & Light Company recorded in Book 2117 at Page 62.
11. Easement(s) and/or Right(s) of Way to Progress Energy Carolinas, Inc., recorded in Book 11923 at Page 606.
12. Right of access to and from the Land.
13. Subject to matters shown on plat recorded in Book of Maps 1965 at Page 241, Book of Maps 1969 at Page 273, Book of Maps 1975 at Page 151 and Book of Maps 2006 at Page 1445.
14. Easement(s) to Progress Energy Carolinas, Inc., recorded in Book 10651 at Page 2488.
15. Utility and Pipeline Easement to Town of Cary recorded in Book 11992 at Page 815.
16. Notice of Adoption of Roadway Corridor Official Map recorded in Book 4966 at Page 427.
17. Memorandum of Action recorded in Book 10737 at Page 441, Wake County Registry. Consent Judgment recorded in Book 11728 at Page 471.

18. Easement(s) to Carolina Power & Light Company recorded in Book 2148 at Page 571.

EXHIBIT "C" TO SPECIAL WARRANTY DEEDQuitclaim Property

Grantor quitclaims four separate and distinct parcels, the boundary of which is described as follows:

Parcel 1: Commencing at NCGS monument "Melissa" having NC grid coordinates N: 760229.92, E: 2034106.39, thence North 60°51'11" East a distance of 97.98 feet to the Point of Beginning a Right of way monument at the intersection of the southern right of way of NC Interstate 540 and the eastern right of way of NC Highway 55; thence with said right of way of NC Interstate 540 North 06°08'15" East a distance of 65.41 feet to a right of way monument; thence North 40°02'54" East a distance of 111.16 feet to a right of way monument; thence North 52°45'00" East a distance of 126.17 feet to a right of way monument; thence North 28°39'45" East a distance of 219.73 feet to a right of way monument; thence North 19°25'57" East a distance of 113.31 feet to a right of way monument; thence North 20°05'43" East a distance of 228.97 feet to an iron pipe; thence North 26°11'50" East a distance of 199.28 feet to a right of way monument; thence North 49°37'55" East a distance of 82.27 feet to a point; thence North 00°12'19" East a distance of 195.93 feet to a right of way monument; thence with a curve to the right a radius of 1,213.61 feet, an arc length of 227.61 feet, a chord bearing of North 36°35'38" East, and a distance of 227.27 feet to a right of way monument; thence North 56°14'32" East a distance of 224.24 feet to an iron pipe at the common property line of KRG PRISA II Parkside; thence with said common property line South 89°50'23" East a distance of 274.36 feet to an iron pipe on the western right of way of Durham-Southern Railroad; thence with said Railroad South 29°47'04" East a distance of 1,748.11 feet to a concrete monument; thence South 29°46'36" East a distance of 279.73 feet to an iron pipe; thence with a curve to the right a radius of 2,829.31 feet, an arc length of 582.81 feet, a chord bearing of South 24°37'31" East, and a distance of 581.78 feet to an iron pipe at the intersection of the common property line of Willadean Nutt Mayes & Phyllis Marie Nutt Womble; thence with said common property line South 89°13'51" West a distance of 875.25 feet to a concrete monument; thence South 03°24'52" West a distance of 677.65 feet to a concrete monument on the northern right of way of Petty Farm Road; thence with said right of way a curve to the left a radius of 158.69 feet, an arc length of 41.41 feet, a chord bearing of North 56°13'48" West, and a distance of 41.29 feet to a point; thence North 63°40'21" West a distance of 449.20 feet to a concrete monument at the intersection of the common property line of Louise S. Clayton; thence with said common property line North 32°48'17" East a distance of 166.17 feet to an iron pipe; thence North 65°47'44" West a distance of 633.49 feet to a point on the eastern right of way of NC Highway 55; thence with said right of way North 34°15'33" West a distance of 576.62 feet to a right of way monument; thence North 13°20'21" West a distance of 57.46 feet to a right of way monument; thence North 26°16'09" West a distance of 216.31 feet to a right of way monument; thence North 38°58'59" West a distance of 197.44 feet to the Point of Beginning, containing 84.16 acres; and

Parcel 2: That certain parcel labeled "Triangle Brick PIN 0736405874 DB 1936, PG 497", bounded by:

- NC 55 HWY to the West;
- NC 540 to the South; and

- Parkside Town Commons, Phase 1 to the North

As shown on a plat of Parkside Town Commons recorded in Book of Maps 2015, Pages 485-487, and being a portion of the .72 acre parcel known as Wake County REID 00071197.