

For Registration Sharon A. Davis
Register of Deeds
Durham County, NC
Electronically Recorded
2016 Oct 03 03:44 PM NC Rev Stamp: \$ 5017.00
Book: 8035 Page: 653 Fee: \$ 26.00
Instrument Number: 2016034322
DEED

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$5,017.00

Parcel Identifier No. 218192, 216375, 216376, 216377, 216730, 216390, 218232, 218235, 218236, 218237, 218238, 218239, 218240, 218241, 218242, 218243, 218244, 218245, 218246, 218249, 218250, 218251, 218252, 218253, 218254, 218255, 218256, 218257, 218258, 218259, 218260

Verified by _____ County on the ____ day of _____, 20__

By: _____

Mail/Box to: Grantee

This instrument was prepared by: Nexsen Pruet, PLLC

Brief description for the Index: Lots 34, 61-63, 77, 109, 163, 166-177, 180-191 Jordan at Southpoint

THIS DEED made this 26 day of September, 2016, by and between

| GRANTOR | GRANTEE |
|--|---|
| COMMUNITY DEVELOPMENT CAPITAL GROUP LLC, a Delaware limited liability company | MERITAGE HOMES OF THE CAROLINAS, INC., an Arizona corporation |
| c/o CDCG Asset Management LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 | 3005 Carrington Mill Blvd Suite 100 Morrisville, NC 27560 |

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 the City of Durham, Township, Durham County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

submitted electronically by "Nexsen Pruet LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Durham County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 7303 page 703-706.

A map showing the above described property is recorded in Plat Book 193 page 169-173 and Plat Book 193, Pages 256-258.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

Title to the Property is subject to: all general and special real property taxes and other assessments (including, without limitation, all subsequent assessments for prior years whether due to changes in the use or ownership, or both or otherwise), water, sewer, vault, public space and other public charges which are not yet due and payable, reservations in patents, water rights, claims or titles to water, any matters relating to any threatened or pending condemnation or eminent domain proceedings, all applicable laws (including zoning, building ordinances and land use regulations), all documents establishing or relating to the master-planned community of which the Lots are a portion, any matter shown on the plat of the Lots referenced above, any matter arising in connection with any action of Grantee or its employees, contractors, agents, or representatives, any other matter whether or not of record not caused by the act or authorization of Grantor in violation of the Option Agreement pursuant to which this instrument is delivered, any matter that would be disclosed by a current inspection or a current accurate ALTA/ACSM survey of the Lots, and all other easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear of record

Grantor makes no warranty or representation as to the condition of the property or any improvements thereon, including without limitation, any latent or environmental defects in the property or in any improvements thereon and the serviceability or fitness for a particular purpose of the property or any improvements thereon, and Grantee accepts the property and any improvements thereon "AS IS" without recourse against Grantor.

(Signatures on following page)

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

EXECUTED this 20th day of Sept., 2016.

Grantor:

COMMUNITY DEVELOPMENT CAPITAL GROUP LLC,
a Delaware limited liability company

By: CDCG Asset Management, LLC,
an Arizona limited liability company,
the Authorized Agent

By: *Steven S. Benson*
Steven S. Benson, Manager

STATE OF ARIZONA)
)
County of Maricopa)

The foregoing instrument was acknowledged before me this 20th day of Sept., 2016 by Steven S. Benson, the manager of CDCG Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of COMMUNITY DEVELOPMENT CAPITAL GROUP LLC, a Delaware limited liability company, for and on behalf thereof.

[Signature]
Notary Public

(SEAL)

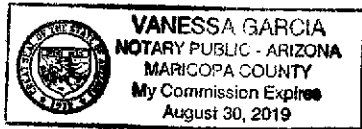


Exhibit A
Legal Description

See attached.

Land Description

BEING all of **Lot 34** as shown in Plat Book 194, Page 272 and further clarified in Plat Book 195, Page 362 in the Durham County Register of Deeds, and more particularly described by the following metes and bounds:

Beginning at an existing iron pipe on the northern right of way line of Capstone Drive and being the southwest corner of the property, thence $N24^{\circ}00'52''W$ 123.65' to an existing iron pipe, thence $N74^{\circ}10'42''E$ 73.39' to an existing iron pipe, thence $S17^{\circ}31'15''E$ 117.31' to an existing iron pipe in the right of way line of Capstone Drive, thence with the right of way along a curve to the left having a chord bearing and distance of $S69^{\circ}13'56''W$ 59.47' with a radius of 525.00' to the point and place of Beginning, containing 7,407 sf more or less; and

Being all of **Lots 61, 62, 63, and 109** as shown on a plat entitled "Impervious Surface Swap and Plat of Correction for Jordan at Southpoint Phase 1," prepared by C. Ryan Davenport, sealed on March 9, 2015, and recorded in Plat Book 194, Pages 159-163, Durham County Registry; and

BEING all of **Lot 77** as shown on a plat entitled "Impervious Surface Swap and Plat of Correction for Jordan at Southpoint Phase 2," prepared by C. Ryan Davenport, sealed on March 9, 2015, and recorded in Plat Book 194, Pages 164-166, Durham County Registry; and

BEING all of **Lot 167** as shown on a plat entitled "Final Plat for Jordan at Southpoint Phases 3 & 4," prepared by C. Ryan Davenport, sealed on April 30, 2015, and recorded in Plat Book 194 Pages 270-277, Durham County Registry, as amended by that plat entitled "Impervious Surface Swap: Jordan at Southpoint Phases 3 & 4", and recorded in Plat Book 195, Page 363, Durham County Registry; and

BEING all of Lots **163, 166, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, and 191**, as shown on a plat entitled "Final Plat for Jordan at Southpoint Phases 3 & 4," prepared by C. Ryan Davenport, sealed on April 30, 2015, and recorded in Plat Book 194, Pages 270-277, Durham County Registry.