

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Stamps: \$ 0.00

Parcel ID #: 16K05086R

The property herein conveyed is not Grantor's primary residence. (NCGS §105-317.2)

Mail to: Grantee

This instrument was prepared by: Moore & Alphin, PLLC [rhh] (without title examination)

Brief description for the Index: Common Open Space – North Village

THIS DEED is made as of the 9th day of March, 2016, by and between:

| GRANTOR | GRANTEE |
|---|---|
| <p>DWF DEVELOPMENT, INC., a North Carolina corporation Grantor's Address: 4880 NC Hwy 42 E Clayton, NC 27527</p> | <p>NORTH VILLAGE AT FLOWERS PLANTATION HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation Grantee's Address: 4880 NC Hwy 42 E Clayton, NC 27527</p> |

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 Grantor, without consideration, has and by these presents does grant, bargain and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in Wilders Township, Johnston County, North Carolina, and more particularly described on **EXHIBIT A** attached hereto and made a part hereof.

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

And Grantor covenants with 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, except for the exceptions hereinafter stated. Title to the property herein conveyed is subject to the following exceptions:

- 1) The lien of *ad valorem* real property taxes for 2016 and thereafter.
- 2) Easements and Restrictive Covenants of record affecting the property, if any.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name by its duly authorized Division President, as of the day and year first above written.

(Corporate Seal)

DWE DEVELOPMENT, INC.

By: Rebecca D. Flowers
 Rebecca D. Flowers - President

State of North Carolina
 County of Johnston

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Rebecca D. Flowers**

Date: 3/9/2016

[Official Seal]

Maurice Reid Stephenson
 MAURICE REID STEPHENSON, Notary Public
 (Print Name)
 My Commission Expires: 9/30/2017

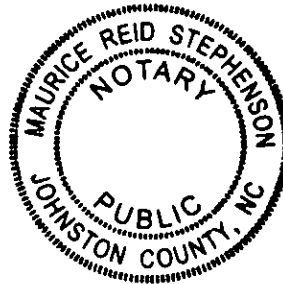


Exhibit A

All of that parcel of land identified as "Stormwater BMP Lot" containing 32,745 square feet or 0.752 acres as shown on a plat of North Village at Flowers Planation recorded in Plat Book 82, Pages 117-119, Johnston County Registry, to which plat reference is hereby made for a more particular description.

AND

All of that property identified as "Stratford Lane", "W Calvert Court" and "E Calvert Court" as shown on plats recorded in Plat Book 82, Pages 117-119 and Plat Book 82, Pages 253-255, Johnston County Registry, to which plats reference is hereby made for a more particular description.

TOGETHER with a perpetual, nonexclusive easement over, under, and across those portions of the property shown on the aforesaid recorded maps and designated as Greenway Easement, Stormwater Control Structure and Access Easement, Drainage Easement, or any abbreviation or variation thereof, for the purpose of installing, replacing, and maintaining storm water drainage facilities therein or thereon.

And Grantor reserves, for itself, its successors and assigns, for a period of ten (10) years from the date of recording of this conveyance, an easement over, under and across the property herein conveyed (such property being hereinafter referred to as the "Common Area"), for the purpose of access to, from, through, over and across the Common Area and for such use or uses as Grantor may make of the Common Area during the term of this easement including, without limitation, the right to remove any vegetation from, grade or otherwise modify the topography of, and deposit, place and store soil and other materials on, and to construct and install utility lines in the Common Area.