

**NORTH CAROLINA NON-WARRANTY DEED**

Excise Tax: \$EXEMPT

Parcel Identifier No. Portion of 9874104417

Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

**This instrument was prepared by: Michael R. Ganley, Bagwell Holt Smith P.A. (without title examination)**

**Grantee's address (return to): PO Box 429, Hillsborough, NC 27278**

**THIS DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between

GRANTOR	GRANTEE
<p><b>SFTEN, LLC,</b>  <b>a Delaware limited liability company</b></p> <p><b>2000 Aerial Center Pkwy, Suite 110A</b>  <b>Morrisville NC 27560</b></p>	<p><b>Town of Hillsborough</b></p> <p><b>PO Box 429</b>  <b>Hillsborough, NC 27278</b></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 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 those certain lots or parcels of land situated in **Orange County**, North Carolina and more particularly described as follows:

See **Exhibit A**, attached hereto and incorporated herein.

All or a portion of the property herein conveyed does not include the primary residence of grantor.

THIS CONVEYANCE IS MADE SUBJECT TO ALL ENCUMBRANCES OF RECORD.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or person claiming under Grantor shall at any time, by and means or ways, have, claim, or demand any right or title to said premises or appurtenances, or any rights thereof.

The provisions of Sections 1 - 4 of this Non-Warranty Deed (this "Deed") are a material part of the consideration for Grantor's execution and delivery of this Deed. By its execution below and its acceptance of title to the Property, Grantee acknowledges that, but for Grantee's agreement to the provisions of Sections 1 - 4 of this Deed, Grantor would not sell the Property to Grantee. The provisions of Sections 1 - 4 below shall survive the execution and delivery of this Deed.

#### Disclaimer and Release Provisions

1. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, PROMISE, COVENANT, AGREEMENT OR REPRESENTATION OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING: (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (A) THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND/OR OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT, (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY AND/OR THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY OR ANY IMPROVEMENTS THEREON OR RELATED THERETO, AND (C) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF HAZARDOUS SUBSTANCES OF ANY TYPE AND/OR ABOVE OR BELOW GROUND STORAGE TANKS, AND/OR PIPELINES) AT, ON, UNDER, OR NEAR THE PROPERTY OR COMPLIANCE WITH ANY APPLICABLE ENVIRONMENTAL LAWS OR OTHER APPLICABLE LAWS OF ANY GOVERNMENTAL AUTHORITY; (II) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, OR OTHER CONDITION CONCERNING THE PROPERTY; (III) THE VALUE OF THE PROPERTY AND/OR THE INCOME OR PROFITS WHICH MAY OR MAY NOT BE DERIVED FROM THE PROPERTY, OR ANY POTENTIAL APPRECIATION IN VALUE OR THE RESALE VALUE OF THE PROPERTY; (IV) THE EXISTENCE OR AVAILABILITY OF UTILITIES OR OTHER SERVICES, OR THE RIGHT TO OBTAIN UTILITIES OR OTHER SERVICES RELATED TO THE PROPERTY; (V) THE AVAILABILITY OF ANY SCHOOL OR SCHOOL FACILITIES IN OR NEAR THE PROPERTY, TRAFFIC CONDITIONS IN, AROUND, OR NEAR THE PROPERTY OR NEARBY PROPERTIES; (VI) THE EXISTENCE, APPLICABILITY, AVAILABILITY, VALIDITY, OR ENFORCEABILITY OF ANY ENTITLEMENTS OR DEVELOPMENT RIGHTS RELATED TO OR APPURTENANT TO THE PROPERTY; AND (VII) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL LAWS AND/OR ANY LAND USE LAWS OR THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION OR WITH ANY DEVELOPMENT AGREEMENTS, COVENANTS, CONDITIONS OR RESTRICTIONS, OR ANY OTHER AGREEMENTS OR ARRANGEMENTS RELATED TO THE DEVELOPMENT, USE, OR OPERATION OF THE PROPERTY. THE SALE OF THE PROPERTY IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE WITH RESPECT TO THE PROPERTY), HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. Grantor has no obligation to make repairs, replacements or improvements to the Property, or to pay any fees, costs or expenses related to the Property, or for any other liability or obligation with respect to the Property (except for any taxes or assessments to be paid by Grantor as of the date hereof). Grantee further acknowledges and agrees that the provisions of this paragraph and the next following paragraph were a material factor in the determination of the purchase price paid by Grantee to Grantor for the Property. This disclaimer shall survive the execution and delivery of this Deed.
2. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS. Grantee, on its own behalf and behalf of anyone claiming by, through, or under Grantee and on behalf of all other Grantee Parties, to the maximum extent permitted by applicable law, hereby fully releases Grantor and all other Grantor Parties from any and all Claims that it may now have or hereafter acquire against Grantor and the Grantor Parties

arising from or related to any defect, errors, or omissions in or relating to the valuation, suitability, development and/or entitlement of, or construction of improvements on, the Property, including without limitation conditions existing, circumstances or events occurring on, in, about the Property whether occurring before, after or at the date hereof, including without limitation (i) those identified, described, or otherwise referred to in the previous paragraph, and (ii) any Claims based on or related to the content, accuracy, or completeness of any information concerning the Property obtained by Grantee from any source. Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee, the Grantee Parties, and all subsequent owners of the Property or any part thereof and upon any all persons claiming by, through, or under Grantee. This waiver and release of claims shall survive the execution and delivery of this Deed.

3. The capitalized terms used in this Deed as defined terms shall have the following meanings:

(a) "Applicable Laws" means any city, county, state, federal, or other governmental regulation, ordinance, law, code, or statute, including any zoning ordinance or use restriction or any administrative, executive, or judicial orders, decrees, or determinations which govern, regulate, control, or otherwise apply to or relate in any manner to the Property or the ownership, development, use, or operation of the Property and/or to the construction and sale of homes on the Property, including without limitation all Environmental Laws.

(b) "Claim" or "Claims" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under the contract pursuant to which this Deed is executed and delivered, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(c) "Environmental Laws" means any local, state, or Federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up, or disclosure, or otherwise to health and safety, including without limitation each of the following, as the same may be amended from time to time: (1) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, "RCRA"), and regulations promulgated thereunder; (2) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, "CERCLA"), and regulations promulgated thereunder; (3) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (4) the Endangered Species Act (15 U.S.C. § 1531 et seq.); (5) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to "wetlands", including without limitation those set forth in the Clean Water Act (33 U.S.C. § 1251 et seq.); and any (6) corresponding or similar local or state laws, rules or regulations.

(d) "Governmental Authority" means the United States, the State of North Carolina, the county in which the Property is located, and the city in which the Property is located (if any), or any other governmental authority or agency having jurisdiction over the Property, the construction and sale of homes, or any other activities Grantee may conduct on the Property, including without limitation any municipal utility district, water control and improvement district, or similar district or taxing authority in which the Property is located or otherwise having jurisdiction over the Property, and any other agency, department, commission, board, or bureau or instrumentality of any of the foregoing, including without limitation the Federal Housing Administration, the Department of Veterans Affairs, the Army Corps of Engineers, the Federal Emergency Management Agency, the Environmental Protection Agency, and the Environmental Protection Division of the North Carolina Department of Environment and Natural Resources.

(e) "Grantee Party" or "Grantee Parties" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of homes on the Property, (iii) any future owner of the Property, including any homebuyer and such homebuyer's heirs, successors and assigns; and (iv) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) "Grantor Party" or "Grantor Parties" means and includes (i) Grantor, D.R. Horton, Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of D.R. Horton, Inc., and of and any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc.

(g) "Hazardous Substances" means any pollutants, materials, substances, or wastes identified or regulated in any way under applicable Environmental Laws, including, without limitation: any "hazardous waste" as defined by RCRA, and regulations promulgated thereunder, any "hazardous substance" as defined by CERCLA, and regulations promulgated thereunder, and any toxic substance as defined under or regulated by the Toxic Substances Control Act; asbestos, polychlorinated biphenyls, radon, freon and other chlorofluorocarbons, explosive and radioactive materials; petroleum and petroleum based products; urea formaldehyde foam insulation; underground and above ground storage tanks, whether empty, filled or partially filled with any substance, including without limitation any petroleum product or any other hazardous substance; any substance the presence of which on the Property is prohibited by any Environmental Laws; and any other substance or material which by or under any Environmental Laws requires special handling or notification of any Governmental Authority in its collection, storage, treatment, use, or disposal.

(h) "Community" means the larger development community in which the Property is adjacent to including all existing, planned, and future sections and phases, and all common areas, amenities, or other land or improvements associated with the development.

(i) "Community Improvements" means and includes any and all infrastructure and improvements constructed or installed in connection with the development of the Property and/or of Community, including without limitation streets, utilities of all types and all utility infrastructure (including but not limited to water, wastewater, electric, natural gas, telecommunications, storm sewer, drainage, and reclaimed water), all common area improvements for the Community (including all fencing, screening, entryway improvements (including all associated landscaping and irrigation), sidewalks, signage, park and recreation areas, playgrounds, pools, sports fields and courts, amenity centers and other community facilities, and other amenities for the Community or any phase thereof), and other shared improvements.

4. Grantor has not induced Grantee to visit or purchase the Property by any manner prohibited under the Interstate Land Sales Full Disclosure Act (15 U.S.C. § 1700, et seq.) and/or any rules or regulations promulgated pursuant thereto (including without limitation 24 C.F.R. 1710 et seq.).

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

**GRANTOR:**

**SFTEN, LLC,  
a Delaware limited liability company**

**By: D.R. HORTON, INC.,  
a Delaware limited liability company, its  
sole member**

By:

\_\_\_\_\_

Benjamin C. Lunnen, Division President

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that Benjamin C. Lunnen personally appeared before me this day and acknowledged that he is Division President of D.R. Horton, Inc., a Delaware corporation, sole member of SFTEN, LLC, a Delaware limited liability company, and, being authorized to do so, that he executed the foregoing document for and as the act of the corporation for the purposes therein stated. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Typed or Printed Name of Notary Public

My commission expires: \_\_\_\_\_ (Official Seal)

The terms, conditions, disclaimer and release provisions, and representations and warranties in this Non-Warranty Deed are acknowledged, accepted, and made by Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTEE:**

**TOWN OF HILLSBOROUGH**

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Its:

\_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that s/he is \_\_\_\_\_ of Town of Hillsborough, and, being authorized to do so, that he executed the foregoing document for and as the act of the nonprofit corporation for the purposes therein stated. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Typed or Printed Name of Notary Public

My commission expires: \_\_\_\_\_ (Official Seal)

**Exhibit A**

BEING all of that tract of land shown as “New Lot 4 35,416 S.F. 0.81 AC.” as shown on that Collins Ridge Property Dedication Plat of record at Plat Book \_\_\_\_ Page \_\_\_\_\_, Orange County Register of Deeds.