FILED
LEE COUNTY
MOLLIE A. MCINNIS
REGISTER OF DEEDS

BK:01028 PG:0988

FILED	May 18, 2006
AT	03:44:24 pm
BOOK	01028
START PAGE	0988
END PAGE	0993
INSTRUMENT #	04791

Lee County 05-18-2006
NORTH CAROLINA
Real Estate
Excise Tax $1,050.00

This instrument prepared by Rhonda H. Ennis, Attorney, PO Box 1102, Lillington, NC 27546
Revenue: $1,050.00 Parcel Identification Number: 9657-67-1565-00

NORTH CAROLINA
LEE COUNTY

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 16th day of May, 2006, by and between J. E. Hearn and wife, Gerry D. Hearn, 4971 Deep River Road, Sanford, North Carolina 27330, Grantors and State of North Carolina, North Carolina State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699, Grantee

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.

W I T N E S S E T H :

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 Deep River Township, Lee County, North Carolina, and more particularly described as follows:

Being all of Tract Two containing 77.73 acres as shown on the map recorded as Lee County Registry Map No. 2006-80. Reference to said map is hereby made for a more perfect description.

TOGETHER WITH GRANTORS' RIGHT, TITLE, AND INTEREST IN AND TO THE FOLLOWING TWO EASEMENTS:

Easement No. 1: A perpetual easement for ingress, egress, regress and general roadway purposes, the area of said easement having a width of 50' and a centerline described as follows: BEGINNING at a stake in the center line of S. R. 1423, said stake being situated 455.44 feet from a PK nail marking the southeast corner of the J. E. Dawkins tract of 69.17 acres described in Deed Book 32, Page 210, Registry of Lee County, and running thence as an old road the following courses and distances: North 47 degrees 16 minutes West 235.20 feet to a stake; North 57 degrees 27 minutes West 577.55 feet to a stake; North 86 degrees 26 minutes West 197 feet to a stake; North 59 degrees 14 minutes West 107.14 feet to a stake; North 33 degrees 21 minutes West 199.25 feet to a stake; and North 59 degrees 28 minutes West 181.77 feet to a stake in the line between the J. E. Dawkins tract of 69.17 acres described in deed recorded in Book 32, Page 210, and a tract of J. C. Johnson and wife, Ruth P. Johnson, containing 55 acres recorded in Book 320, Page 420, Registry of Lee County.

Easement No. 2: A perpetual easement for ingress, egress, regress and general roadway purposes, said easement having a width of 50' and a centerline described by actual survey as follows: BEGINNING at a stake in an old road, the western terminus of the center line of an easement for a roadway executed by J. E. Dawkins to J. E. Hearn, and Jeter C. Johnson and wife, Ruth P. Johnson, by deed dated April 25, 1985, and being located at the point where the East line of a tract of 55 acres owned by J.C. Johnson and wife, and described in Book 320, Page 420, crosses said old road; and running thence as the old road North 59 degrees 28 minutes West 188.33

feet to a stake; thence North 47 degrees 43 minutes 515.40 feet to a stake in the East line of a tract of 90-1/4 acres, described as First Tract in deed recorded in Book 119, Page 27, Registry of Lee County, and also being 32.63 feet South 5 degrees 05 minutes West from the Southeast corner of a tract of 18 acres conveyed to Jeter C. Johnson and wife by deed recorded in Book 255, Page 614, Registry of Lee County, reference to which is hereby made.

Said easements are also described a perpetual easement for ingress, egress, regress and general roadway purposes, said easement having a width of 50' and a centerline described as follows: BEGINNING a point in State Road 1423, said point being located North 43 degrees 7 minutes 22 seconds West 1,664.79 feet and North 06 degrees 19 minutes 34 seconds West 455.44 feet from the centerline intersection of State Road 1466 and State Road 1423, and running thence from said beginning point North 54 degrees 46 minutes 10 seconds West 235.00 feet; thence North 64 degrees 57 minutes 31 seconds West 577.75 feet; thence North 86 degrees 01 minute 53 seconds West 197.80 feet; thence North 66 degrees 44 minutes 17 seconds West 107.14 feet; thence North 38 degrees 37 minutes 28 seconds West 235.69 feet; thence North 66 degrees 58 minutes 34 seconds West 181.77 feet; thence North 66 degrees 58 minutes 34 seconds West 188.33 feet; thence North 55 degrees 14 minutes 18 seconds West 400.15 feet; thence North 55 degrees 14 minutes 18 seconds West 115.89 feet to a point in the line of the 77.73 acre tract shown on the map recorded as Lee County Registry Map No. 2006-80.

The property hereinabove described was acquired by Grantors by instrument recorded in Book 119, Page 27, Lee County Registry.

The property herein described is conveyed and made subject to, and the Grantor, by these presents, does hereby declare that the said property is subjected to, certain Declaration of Covenants and Restrictions for the Ecosystem Enhancement Program, set forth in Exhibit "B", attached hereto and incorporated herein, running with the land. Grantee, for itself, its successors and assigns, by acceptance of this Deed, agrees to take title subject to said Declaration.

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 is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

1. Utility easements and rights of way crossing the property;
2. Zoning laws, local ordinances and land use regulations affecting the property;
3. Declaration of Covenants and Restrictions attached to this Deed as Exhibit "B"; and
4. No warranty is made as to riparian rights or title to any portion of the property lying below the high water mark of the Deep River, or any other navigable bodies of water.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

J. E. Hearn (SEAL) Gerry D. Hearn (SEAL)

J. E. Hearn Gerry D. Hearn

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

I, Rhonda H. Ennis, a Notary Public of the County and State aforesaid, certify that J. E. Hearn and wife, Gerry D. Hearn, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 18th day of May, 2006.

Rhonda H. Ennis

Rhonda H. Ennis, Notary Public

My Commission Expires: October 2, 2006

RHONDA H. ENNIS
NOTARY
***
PUBLIC
HARNETT COUNTY, N.C.

EXHIBIT "B"

DECLARATIONS AND RESTRICTIONS

The State of North Carolina has received funding from the N.C. Ecosystem Enhancement Program for acquisition of the Property as conveyed and described in the attached General Warranty Deed. In consideration of this funding, the N.C. Ecosystem Enhancement Program has required that these Declarations and Restrictions be inserted in this deed, and the State sets aside, declares, reserves and recognizes, for all related State Agencies, and for the benefit of the people of the State, a perpetual riparian buffer, hereinafter identified as the ("**Restricted Area**"). The Restricted Area extends outwardly 300' (Three Hundred Feet) from east side of the top of bank of Deep River, including all associated stream channels, creeks, rivers and all other identified tributaries. The Restricted Area also applies to any and all identified or defined wetlands on the Property. The Restricted Area as defined is subject to the restrictions as recited below and will be forever conserved and managed in a manner that will improve and protect the quality of the waters of the Deep River, and otherwise promote the public purposes authorized under the provisions of N.C. General Statute § 143-214.8.

The purposes of these Restrictions are to maintain, restore, enhance, create and preserve wetland and/or riparian resources within the Restricted Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Restricted Area in its natural condition, consistent with these purposes; and to prevent any use of the Restricted Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

RESERVED USES AND RESTRICTED ACTIVITES

A. **Motorized Vehicles.** Usage of motorized vehicles in the Restricted Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads for the purposes recited above.

B. **Vegetative Cutting.** Except as related to the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Restricted Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Restricted Area is prohibited.

C. **Industrial, Agricultural, Residential and Commercial Uses.** All are prohibited in the Restricted Area.

D. **New Construction.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Restricted Area.

E. **Roads and Trails.** There shall be no new construction of roads, trails, walkways, or paving in the Restricted Area. Existing roads or trails located in the Restricted Area may be maintained in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Restricted Area. Existing roads, trails or paths may be maintained with loose gravel, soil, or permanent vegetation to stabilize or cover the surfaces.

F. **Signs.** No signs shall be permitted in the Restricted Area except interpretive signs describing restoration activities and the conservation values of the Restricted Area, signs identifying the owner of the Property, signs giving directions, or signs prescribing rules and regulations for the use of the Restricted Area may be allowed.

G. **Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material in the Restricted Area is prohibited.

H. **Grading, Mineral Use, Excavation, Dredging.** Unless related to approved restoration activities, there shall be no grading, filling, excavation, dredging, mining, or drilling within the Restricted Area.

I. **Water Quality and Drainage Patterns.** Unless related to approved restoration activities, there shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Restricted Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. Any use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Restricted Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

J. **Subdivision and Conveyance.** No further subdivision, partitioning, or dividing of the Restricted Area is allowed.

K. **Disturbance of Natural Features**. Any change, disturbance, alteration or impairment of the natural features of the Restricted Area or any intentional introduction of non-native plants, trees and/or animal species is prohibited.

L. **Restoration Activities Are Permitted.** Includes but not limited to planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow according to a restoration plan as provided, contracted, or managed by the N.C. Ecosystem Enhancement Program.

M. Permission. Permission to vary from the above restrictions may be granted by the N.C. Ecosystem Enhancement Program for good cause shown, provided that any such request is consistent with the purposes of these Restrictions. Permission and approval to vary must be obtained in writing from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

N. Enforcement. The right of enforcement of these Restrictions is hereby granted to and vested entirely with the N.C. Ecosystem Enhancement Program, its successors and assigns. The Grantor is not reserving any right of enforcement in these Declarations or Restrictions or any other right, title or interest in the Property not set forth herein.