FILED IN HENDERSON COUNTY REGISTER OF DEEDS
OFFICE. NEDRA W. MOLES, REGISTER

DATE: 12/15/10 TIME: 2:20PM

EXCISE TAX STAMP: —

BOOK: 1448 PAGE: 043

Excise Tax $ -0-

Parcel Identifier No. _____

Mail after recording to: Roberts & Stevens, P.A.
BB&T Building, Suite 1100
~~One West Park Square~~ PO Box 7647
Asheville, NC ~~28801~~ 28802

This instrument was prepared by: Michael B. Peterman
Miller, Canfield, Paddock and Stone, P.L.C.
150 W. Jefferson Avenue, Suite 2500
Detroit, MI 48226

# NORTH CAROLINA QUITCLAIM DEED

THIS DEED made this 19th day of November, 2010, by and between:

| GRANTOR | GRANTEE |
|---|---|
| Meritor Heavy Vehicle Systems, LLC<br>2135 W. Maple Road<br>Troy, Michigan 48084 | State of North Carolina<br>c/o State Property Office<br>1321 Mail Service Center<br>Raleigh, NC 27699-1321 |

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 remised and released and does hereby remise, release and forever quitclaim to Grantee, all that certain lot or parcel of land situated in the Town of Fletcher and Township of Hoopers Creek, Henderson County, North Carolina and more particularly described as follows:

See Exhibit A; Subject to those restrictions set forth on the attached Exhibit B.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 911 at Page 574, Henderson County Registry.

A map showing the above described property is recorded at Plat Slide 8026, Henderson County Registry.

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.

Grantor makes no warranty, express or implied, as to title to the Property.

**All or part of the property herein conveyed does not include the primary residence of a Guarantor.**

*[Signature and notary on the following page]*

IN WITNESS WHEREOF, the limited liability company maker has caused this instrument to be executed in its limited liability company name by its Vice President, and its seal to be hereto affixed, all by order and under the authority of its Limited Liability Company Agreement, as amended, first duly given, the day and year first above written.

Meritor Heavy Vehicle Systems, LLC,
a Delaware limited liability company

By: _____
Richard G. Hanlon, Vice President

STATE OF MICHIGAN )
)
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 17th day of November, 2010 by Richard G. Hanlon, a Vice President of Meritor Heavy Vehicle Systems, LLC, on behalf of the company, who is known personally to me or provided a driver's license for identification.

Notary's Signature: Mary Lou Patterson
Notary's Name: Mary Lou Patterson
Notary Public, State of Michigan, County of Oakland
My commission Expires: 10-05-2015
Acting in the County of: Oakland

MARY LOU PATTERSON
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 05, 2015
Acting in the County of Oakland

# EXHIBIT A

## LEGAL DESCRIPTION
## FOR A PORTION OF MERITOR HEAVY VEHICLE SYSTEMS, LLC PROPERTY ALONG A TRIBUTARY TO CANE CREEK PROPOSED TO THE STATE OF NORTH CAROLINA
## APRIL 12, 2010

Said property located on a tributary to Cane Creek off Rockwell Road (NCSR 2025), Hoopers Creek Township, Henderson County, North Carolina being a portion of the property recorded in Deed Book 911, Page 574 (PIN 9652-23-8196) and being more particularly described as follows:

COMMENCING from North Carolina Geodetic Survey Monument "Cranston Azimuth Mark" having NGS NAD 83 (2007) coordinates North 624,084.91422 feet, East 954,994.03474 feet THENCE North 29 degrees 15 minutes 35 seconds East for a distance of 1861.43 feet (Grid Distance = 1861.02 feet, Combined Factor = 0.999781964) to North Carolina Geodetic Survey Monument "Cranston" having NGS NAD 83 (2007) coordinates North 625,708.85616 feet, East 955,903.84376 feet THENCE South 87 degrees 19 minutes 55 seconds West for a distance of 2432.59 feet to a 5/8" Rebar Found with Aluminum Cap (the common corner with The Town of Fletcher property, PIN 9652-45-2928, Deed Book 1056, Page 702 and having coordinates of North 625595.62 feet, East 953473.89 feet) the **TRUE POINT OF BEGINNING**

THENCE from the **TRUE POINT OF BEGINNING** and with the line of the Town of Fletcher property, South 05 degrees 15 minutes 00 seconds West for a distance of 105.56 feet to an Concrete Monument Set; THENCE leaving the line of the Town of Fletcher property along a new severance line North 78 degrees 23 minutes 40 seconds West for a distance of 1459.24 feet to a point on the bank of Cane Creek passing a point on a new easement at 13.08 feet and a Concrete Monument Set at 1397.35 feet (Concrete Monument being in the line of a proposed 30 feet wide easement for a proposed Greenway); THENCE with the south margin of Cane Creek being the boundary of Meritor Heavy Vehicle Systems, LLC (PIN 9652-23-8196, Deed Book 911, Page 574) the following two calls, North 72 degrees 13 minutes 55 seconds East for a distance of 199.13 feet to a point on the bank of Cane Creek; THENCE North 47 degrees 36 minutes 35 seconds East for a distance of 37.38 feet to a point on the bank of Cane Creek, the common corner with the Town of Fletcher property (PIN 9652-45-2928, Deed Book 1056, Page 702); THENCE with the line of the Town of Fletcher property the following seven calls, South 77 degrees 20 minutes 50 seconds East for a distance of 59.75 feet to a Concrete Monument Found passing a point on a proposed 30 foot wide easement for a proposed Greenway at 36.84 feet; THENCE South 77 degrees 20 minutes 50 seconds East for a distance of 229.00 feet to a 5/8" Rebar Found with Aluminum Cap passing a 5/8" rebar found at 11.08 feet and a Rebar Found with Aluminum Cap at 49.57 feet; THENCE South 77 degrees 20 minutes 50 seconds East for a distance of 229.00 feet to a Rebar Found with Aluminum Cap; THENCE South 77 degrees 20 minutes 50 seconds East for a distance of 229.00 feet to a Rebar Found with Aluminum Cap; THENCE South 77 degrees 20 minutes 50 seconds East for a distance of 229.00 feet to a Rebar Found with Aluminum Cap; THENCE South 77 degrees 20 minutes 40 seconds

East for a distance of 257.89 feet to a Concrete Monument Found; THENCE South 77 degrees 01 minutes 25 seconds East for a distance of 18.65 feet to a Rebar Found with

Aluminum Cap, the **POINT OF BEGINNING** and being all of a certain tract of land as shown of a plat of survey prepared for the State of North Carolina by Joel Johnson Land Surveying, Inc., dated March 30, 2010, drawing file # 10-015P, and recorded as Slide 8026 in the Henderson County Register of Deeds.

Said property is a portion of Meritor Heavy Vehicle Systems, LLC (PIN 9652-23-8196, Deed Book 911, Page 574) and contains 3.61 acres more or less.

TOGETHER WITH a 13.00 feet ingress/egress easement solely for use by the State of North Carolina which extends from said property south to the Right-of-Way of Rockwell Road (NCSR 2025), being bounded by the property line with the Town of Fletcher property on the East and a line offset 13.00 feet from the property line on the West and runs generally along an existing soil road as shown on plat of survey and contains 0.15 acres more-or-less.

SUBJECT TO a proposed 30.00 feet wide easement for a proposed Greenway as shown on plats of survey by both G. Marcus Brittain, PLS (showing 95.25 acres, dated 1/8/2001, Slide 3630) and McAbee & Associates, PA (showing 156.858 acres, dated 11/1/2007, drawing # G-07-2260), being more particularly described as follows:

**BEGINNING** at the western Concrete Monument Set in the new severance line of said property; THENCE North 78 degrees 23 minutes 40 seconds West for a distance of 61.89 feet to a point on the Bank of Cane Creek; THENCE North 72 degrees 13 minutes 55 seconds East for a distance of 199.13 feet to a point on the bank of Cane Creek; THENCE North 47 degrees 36 minutes 35 seconds East for a distance of 37.38 feet to a point on the bank of Cane Creek, common corner with the Town of Fletcher property (PIN 9652-45-2928, Deed Book 1056, Page 702); THENCE leaving the bank of Cane Creek and with the line of the Town of Fletcher, South 77 degrees 20 minutes 50 seconds East for a distance of 36.84 feet to a point; THENCE leaving the line of the Town of Fletcher, South 47 degrees 36 minutes 05 seconds West for a distance of 65.41 feet to a point; THENCE South 72 degrees 13 minutes 30 seconds West for a distance of 151.48 feet to the **POINT OF BEGINNING,** containing 0.16 acres more-or-less;

# 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 Quitclaim 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 covers the 3.61+/- acre parcel being conveyed along Cane Creek, 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 Cane Creek and its tributaries, 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 ACTIVITIES

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.