WAKE COUNTY, NC 690
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
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BOOK:013957 PAGE:01138 - 01149

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

WAKE COUNTY
SPO File Number 092-DN
Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS CONSERVATION EASEMENT DEED, pursuant to the provisions of N.C. General Statutes Chapter 121, Article 4 and made this 26 day of April, 2010, by **MLC Automotive, LLC**, ("**Grantor**"), whose mailing address is **PO Box 40110, Raleigh, NC 27629**, to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations 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:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Neuse Township, Wake County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately **81.40** acres and being conveyed to the Grantor by deed as recorded in **Deed Book 013832 at Pages 306 to 310** of the Wake County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of ***Cheviot Hills Creek***.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a described area of the Property, referred to hereafter as the "**Easement Area,**" for the benefit of the people of North Carolina, identified as the "NCEEP Easement" on a plat of survey entitled "CHEVIOT ASSEMBLAGE SUBDIVISION LOT 1 & 9 AND BOUNDARY SURVEY" dated 12/21/2009, certified by Raymond C. Behrens, and **recorded in Map Book 2010, Pages 83 to 92,** Wake County Registry, and being more particularly described on Exhibit A attached hereto and incorporated herein.

The purposes of this Conservation Easement are to maintain, restore, enhance, create and preserve wetland and/or riparian resources in the Easement 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 Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the

Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads.

B. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

C. 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 Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area.

E. Agricultural Use. All agricultural uses within the Easement Area including any use for cropland, waste lagoons, or pastureland are prohibited.

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

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor 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 Easement Area. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

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

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

J. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

K. Water Quality and Drainage Patterns. 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. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or 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 Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. Subdivision and Conveyance. Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the fee interest underlying the Easement Area is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee for the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future transfer of the fee simple shall be subject to this Conservation Easement. Any transfer of the fee is subject to the Grantee's right of unlimited and repeated ingress and egress over and across the designated areas of the Property to the Easement Area for the purposes set forth herein.

M. Development Rights. All development rights are removed from the Easement Area and shall not be transferred.

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

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is consistent with the purposes of this Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652. Notwithstanding the foregoing, Grantor reserves the right to conduct (or permit the City of Raleigh and its employees, agents, and contractors to conduct) the activities necessary to construct in the Easement Area a greenway trail, as approved

by the North Carolina Division of Water Quality, to be dedicated to the City of Raleigh for the enjoyment of the public, in conformity with plans which have been reviewed and reasonably approved by the Grantee.

III. GRANTEE RESERVED USES

A. Ingress, Egress, and Inspection. The Grantee, its employees and agents, successors and assigns, receive the perpetual right of unlimited and repeated ingress and egress to the Easement Area at reasonable times over an area of the Property reasonably designated by Grantor as adequate for Grantee and reasonably agreed to by Grantee, to undertake any necessary activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. Restoration Activities. These activities include 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.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Easement Area over areas of the Property designated by **Grantor** and reasonably agreed to by Grantee at reasonable times for the purpose

of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, their successors or assigns, for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

D. Liability of Grantee. As between Grantor and Grantee, Grantee shall be liable for any and all claims of personal injury or damage to property, accruing or resulting to any employee, contractor or agent of the Grantee arising out of work related to access, construction, maintenance and/or monitoring of a stream and/or wetland restoration project on Grantor's premises, provided the claims of personal injury or damage to property are the result of negligence or intentional, tortious acts of the Grantee's employees, contractors, or agents. Additionally, to the extent permitted by law, Grantee shall be liable for any and all claims of personal injury or damage to property, both real and personal, accruing to or resulting to the Grantor or any employee, contractor or agent of the Grantor, arising out of work related to access, construction, maintenance and/or monitoring of a stream and/or wetland project on Grantor's premises, provided the claims of personal injury or damage to property are solely the result of negligence or intentional, tortious acts of the Grantee's employees, contractors, or agents. Further, Grantee shall require each of its contractors to maintain such policies of insurance, including commercial liability insurance, as are required by the North Carolina Office of State Construction. With respect to any third party claims arising out of work related to the access, construction, maintenance and/or monitoring of a stream and/or wetland restoration project on Grantor's premises, Grantee shall be liable to the extent provided by the North Carolina Tort Claims Act.

E. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee necessary to enforce the terms of this Conservation Easement against Grantor, their successors or assigns, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

V. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision

to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

B. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other address(es) as either party establishes in writing upon notification to the other.

C. Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Conservation Easement herein created.

D. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

E. This Conservation Easement may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

F. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Easement Area, and the right of quiet enjoyment of the Easement Area.

TO HAVE AND TO HOLD the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation Easement herein granted; that the same are free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

Grantors

MLC Automotive, LLC (SEAL)

By: _____
Linda J. Leith, Manager

Print Name: Linda J. Leith
Title: Managing Member

NORTH CAROLINA

COUNTY OF Wake

I, Mary J Furr, a Notary Public in and for the Wake County, North Carolina, do hereby certify that Linda J. Leith, Manager of MLC Automotive, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 26 day of April, 2010.

Mary J Furr
Notary Public
Mary J Furr

My commission expires:
10/2/10

MARY J. FURR NOTARY PUBLIC WAKE COUNTY, N.C.

EXHIBIT A

CONSERVATION EASEMENT

LEGAL DESCRIPTION

Being all of those certain tracts or parcels of land located in Neuse Township, Wake County, North Carolina and being more particularly described as follows:

TRACT ONE:
3.55 TOTAL ACRES

BEGINNING AT A POINT, said point located North 87°19'52"West 96.19 feet from the northwestern corner of Lot Number 1, as shown on plat recorded in Book of Maps 2010, Page 92, Wake County Registry and running the following twenty five (25) calls: (1) South 44°37'53" West 73.68 feet to a point; (2) South 24°21'24" West 449.55 feet to a point; (3) South 27°35'17" East 98.65 feet to a point; (4) South 73°05'17" East 164.81 feet to a point; thence (5) South 02° 06'56"West 139.49 feet to a point; (6) North 85°01'14" West 122.95 feet to a point; (7) South 30°11'42" West 72.60 feet to a point; (8) South 00°30'21" West 40.23 feet to a point; (9) South 26°14'09" West 35.56 feet to a point; (10) South 00°34'49" West 60.48 feet to a point; (11) South 20°50'44" West 38.41 feet to a point; (12) South 01°57'30" East 62.33 feet to a point; (13) South 12°54'45" West 99.10 feet to a point; (14) South 01°04'35" East 180.09 feet to a point; (15) North 85°54'12" West 107.38 feet to a point; (16) North 02°01'24" West 88.14 feet to a point; (17) North 10°34'16" West 71.53 feet to a point; (18) North 14°17'29" East 103.16 feet to a point; (19) North 00°27'33" East 67.89 feet to a point; (20) North 13°18'25" East 92.95 feet to a point; (21) North 01°29'59" East 42.03 feet to a point; (22) North 13°12'11" East 120.60 feet to a point; (23) North 28°37'09" West 137.92 feet to a point; (24) North 23°45'05" East 651.02 feet to a point; and (25) South 87°19'52" East 96.19 feet to the POINT AND PLACE OF BEGINNING.

TRACT TWO:
10.72 TOTAL ACRES

Commencing at an existing iron pipe, said pipe located in the Northeastern corner of Lot 1, as shown on plat recorded in Book of Maps 2010, Page 92, Wake County Registry and running South 00° 21'50"West 280.23 feet to the POINT OF BEGINNING; thence from said beginning point the following forty-three (43) calls: (1) South 60°59'36" East 240.95 feet to a point; (2) South 29°19'32" East 419.53 feet to a point; (3) South 51°36'52" East 161.85 feet to a point; (4) South 25°56'14" East 171.52 feet to a point; (5) South 20°44'44" East 117.13 feet to a point; (6) South 04°44'15" East 177.07 feet to a point; (7) South 23°33'37" East 114.39 feet to a point; (8) South 48° 35'52" West 138.69 feet to a point; (9) North 38°31'37" West 119.05 feet to a point; (10) North 02°07'12" West 251.85 feet to a point; (11) North 23°27'32" West 238.82 feet to a point; (12) North 54°38'02" West 170.07 feet to a point; (13) North 30°08'11" West 394.36 feet to a point; (14) North 62°08'32" West 124.50 feet to a point; (15) South 85°18'16" West 65.35 feet to a point; (16) South 68°05'38" West 317.80 feet to a point; (17) South 79°59'30" West

77.68 feet to a point; (18) South 52°15'48" West 259.00 feet to a point; (19) South 79°30'17" West 126.64 feet to a point; (20) South 08°37'29" East 197.59 feet to a point; (21) South 08°02'17" West 414.39 feet to a point; (22) South 89°11'27" West 201.64 feet to a point; (23) North 03°41'04" East 81.36 feet to a point; (24) North 65°55'38" East 85.82 feet to a point; (25) North 00°22'05" West 104.31 feet to a point; (26) North 04°40'46" West 84.87 feet to a point; (27) North 08°15'17" East 114.19 feet to a point; (28) North 23°58'59" East 77.57 feet to a point; (29) North 31°39'06" West 67.19 feet to a point; (30) North 06°59'55" East 92.79 feet to a point; (31) North 56°30'15" West 85.70 feet to a point; (32) North 01°19'36"West 129.42 feet to a point; (33) South 76°39'03" East 274.21 feet to a point; (34) North 50°54'37" East 155.71 feet to a point; (35) North 33°36'24" West 178.91 feet to a point; (36) North 02°35'30" East 77.19 feet to a point; (37) North 74°06'54" East 95.48 feet to a point; (38) South 26°48'35" East 203.08 feet to a point; (39) North 79°32'20" East 90.88 feet to a point; (40) North 63°23'40" East 164.63 feet to a point; (41) North 67°16'23" East 84.47 feet to a point; (42) North 57°10'50" East 86.70 feet to a point; and (43) South 87°39'30" East 116.85 feet to the POINT AND PLACE OF BEGINNING.

The property described above (Tract One and Tract Two) is further described as being all of that area designated "NCEEP Easement" as shown on plat entitled "Subdivision Plat-Cheviot Assemblage, Subdivision Lot 1 & 9 and Boundary Survey, Capital Blvd.-Raleigh-North Carolina, Neuse Township-Wake County", prepared by Capital Survey and Mapping Company, pa, dated December 21, 2009 and recorded in Book of Maps 2010, Page 92, Wake County Registry.

LENDER'S CONSENT AND SUBORDINATION

Ford Motor Credit Company LLC, a Delaware limited liability company ("**Lender**"), as holder and beneficiary, and William W. Bunch, III ("**Trustee**"), as trustee, of that certain Deed of Trust (the "**Deed of Trust**") recorded in Book 13203 at Page 2417 in the Wake County Public Registry, as amended by First Amendment to Deed of Trust recorded in Book 13734 at Page 1035 in the Wake County Public Registry, and which encumbers all or a part of the "Property," as described and defined in the Conservation Easement (the "**Instrument**") to which this is attached, does hereby consent to the recordation of the Instrument, and to the terms and provisions thereof; and Lender does hereby subordinate the lien of the Deed of Trust to the provisions of the Instrument. At Lender's request Trustee joins in this Lender's Consent and Subordination to evidence its consent thereto. Lender and Trustee are not parties to the Instrument, nor do they assert any rights or accept any responsibilities under the Instrument. Their execution hereinbelow is made only to expressly consent to and subordinate their interest in the Property to the Instrument. By execution of this Lender's Consent and Subordination, Lender and Trustee incur no liability to perform any obligations or duties of any party hereto, or otherwise. Executed this 10th day of May, 2010.

Ford Motor Credit Company LLC

By: KaBurns
Name: Kathleen A. Burns
Its: Regional Manager

William W. Bunch
William W. Bunch, III, Trustee

STATE OF North Carolina
COUNTY OF Wake

I, Judith B Dobbins, a Notary Public of the County and State aforesaid, do hereby certify that Kathleen A. Burns personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 10th day of May, 2010.

Judith B Dobbins
printed name: Judith B Dobbins, Notary Public
My commission expires: 12-15-2011

(Affix Notary Seal)

JUDITH B. DOBBINS NOTARY PUBLIC WAKE COUNTY, NC (Official Seal)

STATE OF North Carolina
COUNTY OF Wake

I, Judith B Dobbins, a Notary Public of the County and State aforesaid, do hereby certify that William W Bunch III personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 10th day of May, 2010.

Judith B Dobbins
printed name: Judith B Dobbins, Notary Public
My commission expires: 12-15-2011

(Affix Notary Seal)

JUDITH B. DOBBINS NOTARY PUBLIC WAKE COUNTY, NC (Official Seal)

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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.

Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

This Customer Group
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This Document
_____ New Time Stamp
_____12_____ # of Pages 8C

22.004-1/20/06