Issued Nov 03 2005
$486.00
State of North Carolina
CASWELL County
Real Estate Excise Tax

FILED in CASWELL County, NC
on Nov 03 2005 at 04:42:06 PM
by: DELORES S. DAMERON
REGISTER OF DEEDS
BOOK 487 PAGE 733

By: Sherrie R. Dameron Deputy

NORTH CAROLINA GENERAL WARRANTY DEED

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Excise Tax $ 486.00 | Recording Time, Book and Page

Tax Map No. 69 Parcel Identifier No. 29 (portion of)
Verified by _____ County on the _____ day of _____, _____
by _____

Mail after recording to Grantee, 1321 Mail Service Center, Raleigh, NC 27699-1321

This instrument was prepared by William H. Daniel, Attorney at Law, P.O. Box 417, Yanceyville, North Carolina, 27379

Brief description for the Index: 90.13 Acres±, Yanceyville Township

THIS DEED made this 20th day of October, 2005, by and between

GRANTOR	GRANTEE
ProDev II, LLC	**STATE OF NORTH CAROLINA**
A Virginia Limited Liability Company	**c/o State Property Office** **1321 Mail Service Center** **Raleigh, North Carolina 27699-1321**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. corporation or partnership.

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 that

certain lot or parcel of land situated in the City of _____, Yanceyville Township, **Caswell** County, North Carolina and more particularly described as follows:

All that certain parcel or tract of land lying and being in Yanceyville Township, Caswell County, North Carolina, bounded now or formerly as follows: On the North by the property of ProDev II, LLC; on the East by Shepherds Creek and the property of NC Wildlife Commission; on the South by the properties of NC Wildlife Commission, Old North State Council BSA and others; on the West by the properties of Old North State Council BSA, Donald R. Jones and others, containing 90.13 acres±, as shown on a plat of survey entitled "Plat of Survey for ProDev II, L.L.C." made by W. C. Moorefield, P.L.S. dated August 29, 2005 . Said plat duly recorded in the Caswell County, N.C. Registry in Plat Book 15 Page 471 and is by express reference thereto incorporated herein as an integral part of this description for the purpose of augmentation.

Note: The above described land is conveyed subject to those DECLARATIONS AND RESTRICTIONS as required by the N. C. Ecosystem Enhancement Program as set out in Exhibit "A" attached hereto, which is incorporated herein by express reference thereto as an integral part of this document.

TITLE NOT EXAMINED BY PREPARER OF INSTRUMENT

The property hereinabove described was acquired by Grantor by instrument recorded in Book 465 on Page 809 Caswell County, NC Registry.

A map showing the above described property is recorded in Plat Book _____ page _____.

BOOK 487 PAGE 734

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:

a) Any and all recorded and unrecorded easements and right of ways over and across subject property, including those for public utilities and highways and restrictive covenants, if any.
b) Any and all defects of property environmental or otherwise which may be revealed by property investigation and/or on site inspection.
c) Any and all valid recorded and unrecorded leases applicable to property, which would postpone possession by Grantee as well as any and all filed and un-filed claims of lien by materialmen or laborers applicable to subject property.
d) Any inaccuracies and discrepancies which an up-to-date survey may reveal.
e) Declarations and Restrictions as set out in Exhibit "A" attached hereto.

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.

USE BLACK INK ONLY

_____ (SEAL)
Kenneth J. Mackovic, Manager

_____ (Corporate Name)

By _____

_____ President

_____ (SEAL)

ATTEST:

_____ (SEAL)

_____ Secretary (Corporate Seal)

_____ (SEAL)

SEAL-STAMP

KAREN W. DANIEL NOTARY PUBLIC CASWELL COUNTY, NORTH CAROLINA

NORTH CAROLINA, **CASWELL** County.
I, a Notary Public of the County and State aforesaid, certify that Kenneth J. Mackovic, acting as Manager for ProDev II, LLC Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of October 2005.

My commission expires: 4-10-2006 Karen W. Daniel Notary Public

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SEAL-STAMP

NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by _____ President, sealed with its corporate seal and attested by as its _____ Secretary.
Witness my hand and official stamp or seal, this _____ day of _____ _____.

My commission expires: _____ _____ Notary Public

The foregoing Certificate(s) of _____

_____

_____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on first page hereof.

_____ REGISTER OF DEEDS FOR Caswell County

By _____ Deputy/Assistant – Register of Deeds

DECLARATIONS AND RESTRICTIONS
SPO File Number 17-S
Countyline Creek

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 both sides of the top of bank of Countyline Creek, including all associated stream channels, creeks, rivers and 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 Countyline Creek, 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.

NORTH CAROLINA, CASWELL COUNTY

Pursuant to Chapter 391 of the 1977 Session Laws of the State of North Carolina, that the foregoing described realty is not subject to and that all delinquent taxes upon said realty have been paid this the 3 day of Nov, 05.

By: Brenda Andrews
Caswell County Tax Department