(163)

BK 1567 PG 0211

SAMPSON COUNTY 12/17 2004
$6469.00
STATE OF NORTH CAROLINA
Real Estate Excise Tax

Filed for registration on the 17th day of Dec. 20 04 at 11:31 o'clock A M and registered in the office of the Register of Deeds of Sampson County on the 17th day of Dec. 20 04 in Book No. 1567 Page No. 211
PAULETTE W. KING
Register of Deeds
By: Donna Smith, Deputy

Excise Tax: _____

STATE OF NORTH CAROLINA **SPECIAL WARRANTY DEED**

COUNTY OF SAMPSON

THIS DEED, made this 15th day of December, 2004 by and between **THE NATURE CONSERVANCY,** a nonprofit corporation of the District of Columbia (hereinafter called "Grantor") with a local address of One University Place, Suite 290, 4705 University Drive, Durham, North Carolina 27707; and the **STATE OF NORTH CAROLINA,** a body politic (hereinafter called "Grantee") with a mailing address of NC State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699;

W I T N E S S E T H:

THAT the said Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid to it, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described tracts or parcels of land located in the County of Sampson, State of North Carolina and being more particularly described as follows:

See **EXHIBIT "A"** attached hereto and incorporated herein.

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 said above described tracts or parcels of land, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto the said Grantee, in fee simple.

CONVEYANCE OF THIS PROPERTY HAS BEEN DULY NOTED ON THE TAX RECORDS.
TAX ADMINISTRATOR

Prepared by Seay Law Firm
Return to: J. L. Seay, Jr., SEAY LAW FIRM, 519 Market St., Wilmington, NC 28401

THE GRANTOR COVENANTS with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, subject to the matters herein stated:

1. Utility easements and rights of way crossing the property;
2. Zoning laws, local ordinances and land use regulations affecting the property;
3. Any state of facts which a current survey or an inspection of the property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
4. Declaration of Covenants and Restrictions attached to this deed as EXHIBIT "B"; and
5. No warranty is made as to riparian rights or title to any portion of the property lying below the high water mark of the Great Coharie Creek, or any other navigable bodies of water.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer the day and year first above written.

THE NATURE CONSERVANCY

By: _____
Name: Michael L. Andrews
Its Vice President

STATE OF NORTH CAROLINA

COUNTY OF Durham

I, Barbara M.G. Turner, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Michael L. Andrews personally came before me this day and acknowledged that he is the Vice President of THE NATURE CONSERVANCY, a nonprofit D.C. corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official seal or stamp this 15th day of December, 2004.

Barbara M. G. Turner
NOTARY PUBLIC
My Commission expires: August 11, 2007
(Notary Seal)

Barbara M.G. Turner
Notary
Public
Wake County, North Carolina

EXHIBIT "A"

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

BEING the COHARIE COMPLEX, located in Sampson County, North Carolina and being comprised of the following four parcels, to wit:

PARCEL A: BEING the COHARIE TRACT, as the same is shown on maps recorded in Map Book 9, Pages 12, 13, 14, 15 and 16, Sampson County Registry, reference to which maps are hereby made for a more particular description; and being the same property conveyed to Riegel Paper Corporation by deed dated August 15, 1969 and recorded in Book 813, Page 148, Sampson County Registry;

PARCEL B: BEING the JOHNSON-McQUEEN TRACT, containing 99.28 acres more or less, as the same is shown on a map recorded in Map Book 8, Page 2, Sampson County Registry, reference to which map is hereby made for a more particular description, and being the same property conveyed to Riegel Paper Corporation by deed dated January 28, 1971 and recorded in Book 831, Page 83, Sampson County Registry;

PARCEL C: BEING THE LOCKAMY TRACT, containing 35.4 acres more or less, as the same is shown on a map recorded in Map Book 8, Page 1, Sampson County Registry, reference to which map is made for a more particular description; and being the same property conveyed to Riegel Paper Corporation by deed dated December 16, 1970 and recorded in Book 830, Page 235, Sampson County Registry,

TOGETHER WITH all Grantor's right, title and interest in that certain appurtenant, nonexclusive private road, right-of-way and easement, conveyed to Riegel Paper Corporation for access to the Lockamy Tract in the deed dated December 16, 1970 and recorded in Book 830, Page 235, Sampson County Registry, reference to which is hereby made for a more particular description, and also being the same right of way as shown on the recorded map in Map Book 8, Page 1, Sampson County Registry, reference to which map is made for a more particular description; and

PARCEL D: BEING the PHILLIP WARREN TRACT, containing 1.25 acres more or less, and being more particularly described as follows:

BEGINNING at a stake with old poplar pointers, said stake being the northeast corner of the old Edward Duncan Warren farm of which this is a part and runs thence from said beginning point south 3 degrees 30 minutes west 315 feet to a steel fence post in the west roots of a small double holly tree, thence north 35 degrees 31 minutes 46 seconds west 548.88 feet to a set concrete monument and thence south 68 degrees 38 minutes 20 seconds east 363.14 feet to the point of BEGINNING containing 1.25 acres, more or less, according to a survey by Stuart Gooden, RSL-805, dated July 18, 1995. This parcel being the same property conveyed to Federal Paper Board Company, Inc., by deed dated February 28, 1996 and recorded in Book 1226, Page 329, Sampson County Registry.

THE COHARIE COMPLEX is conveyed TOGETHER WITH all Grantor's right, title and interest in that certain appurtenant, nonexclusive private road, right-of-way and easement, 60-feet in width, by and between Ellis Aman and wife, Peggy B. Aman and Federal Paper Board Company, Inc., dated March 23, 1973 and recorded in Book 855, Page 753, Sampson County Registry, reference to which is hereby made for a more particular description, subject to the terms

and conditions set forth in said agreement, which terms and conditions the Grantee hereby assumes and agrees to be bound;

THE COHARIE COMPLEX is conveyed SUBJECT TO: That certain Boundary Line Agreement by and between Paul N. Warren and wife, Shirley T. Warren and Federal Paper Board Company, Inc., dated January 6, 1986 and recorded in Book 1034, Page 170, Sampson County Registry, reference to which agreement is hereby made for a more particular description.

THE COHARIE COMPLEX is conveyed SUBJECT TO: That certain utility right of way and easement conveyed by Federal Paper Board Company, Inc. to Carolina Power & Light Company by instrument dated August 28, 1975 and recorded in Book 889, Page 161, Sampson County Registry, reference to which instrument is hereby made for a more particular description.

THE COHARIE COMPLEX is conveyed SUBJECT TO: That certain utility right of way and easement conveyed by Federal Paper Board Company, Inc. to Carolina Power & Light Company by instrument dated May 4, 1995 and recorded in Book 1207, Page 242, Sampson County Registry, reference to which instrument is hereby made for a more particular description.

THE COHARIE COMPLEX is conveyed SUBJECT TO: That certain right of way easement conveyed by SP Forests LLC to the Sampson County Water & Sewer District II by instrument dated July 19, 2001 and recorded in Book 1401, Page 672, Sampson County Registry, reference to which instrument is hereby made for a more particular description.

SAVING AND EXCEPTING from this conveyance of the COHARIE COMPLEX, the following two out parcels, to wit:

EXCEPTION #1: That certain portion of the COHARIE COMPLEX, containing 3.5 acres, more or less, previously conveyed to Jasper Wilton Warren and wife, Corona Jackson Warren by deed dated June 10, 1976 and recorded in Book 904, Page 75, Sampson County Registry, reference to which deed is hereby made for a more particular description;

EXCEPTION #2: That certain portion of the COHARIE COMPLEX, containing 1.25 acres, more or less, previously conveyed to Phillip H. Warren, Trustee, by deed dated February 16, 1996 and recorded in Book 1226, Page 332, Sampson County Registry, reference to which deed is hereby made for a more particular description.

The above described PARCELS A, B, C & D being the same four parcels of the FIRST TRACT conveyed to The Nature Conservancy by deed recorded in Book 1436, Page 0642, Sampson County Registry.

NORTH CAROLINA, SAMPSON COUNTY
The foregoing or annexed certificate of Barbara M. G. Turner (Wake Co., N.C.)
Notary Public/~~Notaries Public~~ is/~~are~~ certified to be correct.
This instrument was presented for registration and recorded in this Office at Book 1567, Page 211,
This 17th day of December, 20 04 at 11:32 O'clock a. m.

PAULETTE W. KING
Register of Deeds

By Donna Smith
Deputy Register of Deeds

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 both sides of the top of bank of Sandy Mush 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 the Sandy Mush and Turkey Creeks, 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.