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JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

BK2974PG317

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

PIN # 3350-55-7977-0000

DATE 6-6-06 INT KB

BIBERSTEIN & NUNALEE
ATTORNEYS AT LAW
BURGAW, NORTH CAROLINA

Excise Tax $ - Exempt
Parcel Identifier No. + 3350-55-7977-0000
Mail after recording to:

THIS INSTRUMENT WAS DRAFTED BY: Biberstein and Nunalee, Attorneys at Law, P.O. Box 428, Burgaw, NC 28425. The attorney preparing this instrument has made no record search or title examination as to the property herein described, unless the same is shown by his written and signed certificate.

GENERAL WARRANTY DEED

THIS DEED made this 2nd day of June, 2006 by and between:

GRANTOR: North Carolina Coastal Land Trust, a non-profit North Carolina corporation

GRANTEE: State of North Carolina

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, and convey unto the grantee, the below described tract or parcel of land in Burgaw Township, Pender County, North Carolina and being more particularly described as follows:

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Being all of that tract containing 99.76 acres more or less as shown on a map entitled "Survey for NC Coastal Land Trust" as shown on a map recorded in Map Book 38, Page 129 of the Pender County Registry, reference to which is hereby made for a more complete and accurate description.

Subject to those certain Declarations and Restrictions attached hereto as Exhibit A, which shall be binding upon any owner of said lands and shall run with the land.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to the said Grantee his heirs and assigns in fee simple.

And the Grantor covenants with the Grantee, that the 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. Ad valorem taxes for 2006.
2. Routine utility easements and highway rights of way.
3. Subject to the terms and conditions of that certain Conservation Easement recorded in Book 2585 at Page 249 Pender County Registry.
3. Subject to restrictions in Exhibit A attached.

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.

North Carolina Coastal Land Trust

BY: _____
President

NORTH CAROLINA
New Hanover COUNTY

I, Elizabeth B. Lambert, a Notary Public of the County and State aforesaid, certify that David Huffine personally came before me this day and acknowledged that he is President of the North Carolina Coastal Land Trust, a non-profit North Carolina corporation and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 2 day of June, 2006.

Elizabeth B. Lambert
Notary Public

My Commission Expires: 12/8/2010

ELIZABETH B. LAMBERT NOTARY PUBLIC NEW HANOVER COUNTY, N.C.

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Exhibit A

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

1. 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.

2. 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.

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

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

11. 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.