BOOK Q-30
PAGE(S) 1582-1587

STATE OF NORTH CAROLINA
COUNTY OF MACON

Presented for registration and recorded in the office of the Register of Deeds for Macon County, North Carolina, in Book Q-30, page (s) 1582 - 1587. this 12th day of SEPT, 2006, at 10:02 o'clock A. M.

ADELAIDE K. GREEN, REGISTER OF DEEDS

N. C. EXCISE TAX
PAID
$ 0
DATE 9/12/06
MACON CO. REGISTER OF DEEDS

WARRANTY DEED

This instrument prepared by and return after recording to: Kenneth W. Fromknecht, II
Delinquent taxes if any, to be paid by the closing attorney to the county tax collector upon disbursement of the closing proceeds. Parcel #1100735
Excise Tax: $0.00

STATE OF NORTH CAROLINA
COUNTY OF MACON

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THIS DEED, made this the 13th day of April, 2006 by and between THE LAND TRUST FOR THE LITTLE TENNESSEE, INC., a North Carolina Non-profit Corporation, Grantor, and the STATE OF NORTH CAROLINA, N.C. STATE PROPERTY OFFICE, 1321 Mail Service Center, Raleigh, North Carolina, 27699, Grantee;

WITNESSETH, That Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, and convey unto Grantee, and its successor and assigns, a certain tract or parcel of land in Cowee Township, Macon County, North Carolina, being more particularly described as follows:

> BEING the lands shown on that certain survey prepared by Smoky Mountain Land Surveying, P.A., Benjimin A. West, Registered Land Surveyor, entitled THE LAND TRUST FOR THE LITTLE TENNESSEE, INC., dated 29 August 2003, drawing number #2947, containing 160.46 acres, more or less, as recorded on Plat Card # 3950, to which reference is hereby made for a more complete description.

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 the top of bank of the Little Tennessee River, including all associated stream channels 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 Little Tennessee River, 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.

Subject to easements shown on the recorded plat, including the lawful rights of others to the use of the Little Tennessee River.

Subject to Conservation Easement as recorded in deed dated December 4, 2003, and recorded in Book Q-27, Pages 139-143, Macon County Public Registry.

Subject to Declarations and Restrictions described in Exhibit A, attached hereto and incorporated by this reference.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging, or in anywise thereunto appertaining, unto the Grantee, its successors and assigns, to its only use and behoof, in fee simple forever, subject to those exceptions, reservations, and limitations following the description hereinabove set forth.

And the Grantor covenants with Grantee, its successors and assigns, that it is seized of said premises in fee, and has the right to convey the same in fee simple; that the same are free and clear from all liens and encumbrances and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever, subject to those exceptions, reservations, and limitations following the description hereinabove set forth.

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

By: _____
Paul J. Carlson, Executive Director

Attest:

By: Richard D. Heywood
Richard D. Heywood, Secretary

(Corporate Seal) THE LAND TRUST for the LITTLE TENNESSEE, INC.

NORTH CAROLINA
MACON COUNTY

I, Kenneth W. Fromknecht, II, a Notary Public of Macon County, North Carolina do hereby certify that RICHARD D. HEYWOOD personally appeared before me this day and acknowledged that he is the Secretary of The Land Trust for the Little Tennessee, Inc., a nonprofit corporation, and that by authority duly given and as act of the corporation the foregoing instrument was signed in its name by its Executive Director, sealed with its corporate seal and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this April 13th, 2006.

Notary Public (SEAL)
My commission expires: June 23, 2008

KENNETH W. FROMKNECHT, II
NOTARY
PUBLIC
MACON COUNTY, N.C.