FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS

FILED	Sep 26, 2012
AT	08:32:00 am
BOOK	09002
START PAGE	0708
END PAGE	0717
INSTRUMENT #	35545
RECORDING	$26.00
EXCISE TAX	(None)

RA

Prepared by and Return to:
State Property Office
1321 Mail Service Center
Raleigh, North Carolina 27699-1321
EEP Site ID Number 92344

Excise Tax: $ Exempt

The property conveyed herein does not include the primary residence of the Grantor.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

THIS DEED made this the 5th day of July, 2012, by the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, a body politic of the STATE OF NORTH CAROLINA, hereinafter known as the GRANTOR, to the STATE OF NORTH CAROLINA, acting upon a request of the NORTH CAROLINA WILDLIFE RESOURCES COMMISSION, (WRC), hereinafter known as the GRANTEE;

WITNESSETH:

THAT WHEREAS, the Grantor, in the construction of Department of Transportation Project 6.429004T, WBS 34467.4.1 in Cumberland County, North Carolina, has heretofore acquired the fee simple title to approximately 440 acres in Cumberland County from Rhodes Pond, LLC by General Warranty Deed recorded December 6, 2004 in Deed Book 6731, Page 0291, of the Cumberland County Registry; and

WHEREAS, only a portion of said lands was needed for highway purposes; and

WHEREAS, the WRC desires to incorporate this land into the Game Land Program in efforts to expand, restore, and protect wildlife habitat; and

WHEREAS, WRC has agreed to accept this transfer of land from GRANTOR subject to the Declarations and Restrictions as required for compensatory mitigation by the US Army Corps of Engineers shown on **Exhibit A**; and

WHEREAS, WRC agrees to accept the maintenance of the hereinafter described wetlands mitigation site known as Rhodes Pond. To this end, the GRANTOR has paid the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) to the WRC for the restoration and repairs to an existing earthen dam located on the mill pond on the site; and

WHEREAS, the Grantor, through the North Carolina Board of Transportation has authorized the sale of said lands in a Resolution passed on June 5, 2008;

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration as approved by the Governor and Council of State as passed at a meeting held in the City of Raleigh, North Carolina, on the 3rd day of February 2009; and

NOW, THEREFORE, for and in consideration of the premises, the protection and expansion of wildlife habitat, and the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the GRANTOR, subject to the reservations and conditions hereinafter set forth, has bargained and sold, and by these presents does bargain, sell, grant and convey unto the GRANTEE, its successors and assigns, in fee simple absolute, that tract or parcel of land lying and being in Cumberland County, North Carolina, more particularly described as follows:

Tract 1:

Beginning at a point in the center of US 301, said point being where the property line of Talmadge Baggett and Honeycutt, now or formerly, intersect the center of the road, and runs as the center of US 310, thence running N80°51'E, a distance of 538.23 feet, and thence running N80°09'E, a distance of 150 feet, and thence running N76°58'E, a distance of 200 feet, and thence running N73°36'E, a distance of 900 feet, and thence running N71°05'E, a distance of 200 feet, and thence running N65°07'E, a distance of 200 feet, and thence running N59°21'E, a distance of 200 feet, and thence running N53°05'E, a distance of 200 feet, and thence running N46°59'E, a distance of 200 feet, and thence running N41°08'E, a distance of 200 feet to a point in the center of the road; thence running N35°03'E, approximately 58.12 feet to a point in the center of the road, and in the line of other land owned by Jerry Silas Honeycutt, now or formerly; thence along the line between the two Honeycutt tracts, now or formerly, N25°W, a distance of 286.58 feet to a stake; thence running N39°45'E, a distance of 92.4 feet to a stake, thence running N79°15'E, a distance of 210 feet to a stake; thence running N35°15'E, a distance of 180 feet to a stake; thence running N37°E, a distance of 18.5 feet to a stake; thence running N19°W, a distance of 293 feet to a stake; thence N23°W, a distance of 113 feet to a stake; thence running N42°E, a distance of 216 feet to a stake; thence running N02°30'E, a distance of 149 feet to a stake; thence running N02°30'E, a distance of 140 feet to a stake; thence running N20°W, a distance of 430 feet to a stake; thence running N76°30'W, a distance of 163 feet to a stake; thence running S73°W, a distance of 160 feet to a stake; thence with the line of McLellan, now or formerly, N38°W, a distance of 2393 feet to a stake, corner with McLellan, now or formerly; thence running N18°E, a distance of 336.6 feet to a stake; thence running N18°E, a distance of 70 feet to a stake; thence running N06°E, a distance of 310 feet to a stake; thence running N22°30'E, a distance of 145 feet to a stake; thence running N01°E, a distance of 162 feet to a stake; thence running N25°W, a distance of 363 feet to a stake; thence running N16°W, a distance of 158 feet to a stake, corner between McLellan and Blalock, now or formerly; thence as the high water mark of Rhodes Mill Pond to a stake; thence crossing the run of Black River N30°15'W, a distance of 1300.2 feet to a stake; corner with Superior Stone Foundation, now or formerly; thence with the line of Superior Stone, now or formerly, the following courses and distances: S10°W, a distance of 181 feet, and thence running S03°30'E, a distance of 183 feet, and thence running S43°30'W, a distance of 444 feet, and thence running N07°30'W, a distance of 440 feet, and thence running N73°W, a distance of 215 feet, and thence running N20°40'W, a distance of 235 feet, and thence running S83°W, a distance of 400 feet, and thence running S36°40'W, a distance of 350 feet, and thence running S12°30'W, a distance of 121 feet, and thence running S07°30'W, a distance of 101 feet, and thence running S17°30'E, a distance of 157 feet, and thence running S06°30'W, a distance of 93 feet, and thence running S29°W, a distance of 175 feet, and thence running S07°30'E, a distance of 110 feet, and thence

running S10°E, a distance of 100 feet, and thence running S44°45'E, a distance of 197 feet, and thence running S41°30'E, a distance of 210 feet, and thence running S57°45'E, a distance of 174 feet, and thence running S74°10'E, a distance of 220 feet, and thence running S08°15'E, a distance of 156 feet, and thence running thence running S23°W, a distance of 63 feet, and thence running S42°15'W, a distance of 164 feet, and thence running S74°45'W, a distance of 46 feet, and thence running N64°30'W, a distance of 133 feet, and thence running N59°15'W, a distance of 123 feet, and thence running N58°15'W, a distance of 71 feet, and thence running N85°30'W, a distance of 88 feet, and thence running N51°W, a distance of 146 feet, and thence running N38°W, a distance of 172 feet, and thence running N71°15'W, a distance of 173 feet, and thence running N88°W, a distance of 171 feet, and thence running N48°30'W, a distance of 97 feet, and thence running N31°W, a distance of 75 feet, and thence running thence running N23°30'W, a distance of 107 feet, and thence running N34°W, a distance of 290 feet, and thence running N79°30'W, a distance of 176 feet, and thence running S80°W, a distance of 125 feet, and thence running S47°30'W, a distance of 139 feet, and thence running N69°30'W, a distance of 235 feet to a stake, corner with Superior Stone Foundation and Jackson, now or formerly, thence along the line of Jackson, now or formerly, the following courses and distances: S01°05'W, a distance of 149.82 feet, and S42°58'W, a distance of 367 feet, and S17°43'W, a distance of 275.2 feet, and S43°13'W, a distance of 98.35 feet, and N87°32'W, a distance of 330.45 feet, and S31°W, a distance of 87.12 feet, and S31°W, a distance of 858 feet, and S18°15E, a distance of 119.46 feet to a stake, corner with Jackson and Washburn, now or formerly; thence as the high water mark of the pond and as the line of Washburn, now or formerly, the following courses and distances: S33°W, a distance of 480 feet, and S18°W, a distance of 380 feet to a stake, corner for Washburn and Parrish, now or formerly, thence along the high water mark to a stake, corner for Parrish and Lucas, now or formerly, thence with the line of Lucas, now or formerly, the following courses and distances: S36°45'E, a distance of 303.6 feet, and S66°30'E, a distance of 282.48 feet, and S15°30'W, a distance of 554.40 feet, and S47°30'W, a distance of 99 feet, and S05°30'W, a distance of 83.16 feet to a stake corner for Lucas and McLellan, now or formerly; thence running along the following courses and distances: S39°45'W, a distance of 165 feet, and thence running S11°45'W, a distance of 333 feet, and thence running S01° 30'E, a distance of 147.18 feet, and thence running S34°W, a distance of 336.60 feet, and thence running S52°15'W, a distance of 196.68 feet, and thence running S34°E, a distance of 346.5 feet, and thence running S17°30 W, a distance of 236.94 feet, and thence running S09°30 W, a distance of 501.60 feet, and thence running S42°30'E, a distance of 201.3 feet to a stake, a corner between McLellan and McLellan, now or formerly, thence running S42°30'E, a distance of 264 feet to a stake, a corner between McLellan and Baggett, now or formerly; thence with the line of Talmadge Baggett, now or formerly, an agreed line, surveyed by WR Lambert in July of 1981, thence running S00°28'E, a distance of 369.29 feet to an iron stake; thence running thence running S06°17'W, a distance of 188.85 feet to an iron stake; thence running thence running S29°50'E, a distance of 197.77 feet to an iron stake; thence running thence running S03°46'W, a distance of 231.55 feet to an iron stake; thence

running S23°04'E, a distance of 213.7 feet to an iron stake, thence running S54°05'E, a distance of 178.2 feet to an iron stake; thence running S03°05'E, a distance of 445.63 feet to a point in the mill race, with no corner stake put in; thence running S21°03'E, a distance of 146.43 feet to the point of Beginning.
Tract 2:

Beginning at a point in the center of US 301, said point being located where the eastern property line of the above-mentioned 547 acre tract intersects the center of US 301 and runs along the line of the 547 acres thence running N25°53'W, a distance of 287.3 feet to an iron stake; thence running with the line of the 547 acres thence running N38°52'E, a distance of 92.4 feet to an iron stake; thence running N78°22'E, a distance of 210 feet to an iron stake, a corner with the 547 acres tract; thence running N34°22'E, a distance of 180 feet to an iron stake, a corner for the 547 acres tract; thence running N86°07'E, a distance of 18.5 feet to an iron stake, a corner for the 547 acres tract; thence running S67°08'E, a distance of 28.55 feet to a point in the center of the road; thence running along the center of US 301 S22°15'W, a distance of 234.11 feet, and thence running S28°45W, a distance of 200 feet, and thence running S34°43'W, a distance of 161.47 feet to the point of beginning.

These descriptions were prepared for the North Carolina Department of Transportation by WR Lambert from a map prepared by Piedmont Engineering Co., dated December 7, 1971. The map by Piedmont indicates that it was prepared from deed descriptions and is on file in the office of the Department of Transportation in Raleigh, North Carolina.

These conveyances are made subject to the right of way of US 301 that runs through the property. Excepted from the above tracts is all of lot #1 containing a combined acreage of 1.00 acre as recorded in Deed Book 664, at Page 752 and being further described in Map Book 111, at Page 9 of the Cumberland County Registry.

This conveyance is made subject to any underground or above-ground utilities in existence at the time of the conveyance to GRANTEE, and is, also, subject to any recorded and/or unrecorded easements known and visible within the boundaries of the property conveyed hereby. In the event the GRANTEE should desire the utilities to be relocated or removed, the costs of such relocation or removal shall be borne by the GRANTEE.

BE IT UNDERSTOOD, that as a mutually agreed condition for the acceptance of this conveyance and all maintenance and liability for ownership and use of the wetlands mitigation site and the existing Rhodes Pond dam located on the property the GRANTOR has paid the total

sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) to the WRC toward the restoration and repair of the existing Rhodes Pond dam located on the property conveyed herein.

BE IT, ALSO, UNDERSTOOD, however, that the GRANTOR reserves unto itself, all rights of abutters' access to or from the property herein conveyed in, over, upon and across the main lanes, ramps, or approaches as constructed or to be constructed under Department of Transportation 6.429004T, WBS 34467.4.1 in Cumberland County; and it is specifically a condition of this conveyance that the GRANTEE, its successors and assigns, shall have no rights of access to or from the property herein conveyed to Department of Transportation Project 6.429004T, WBS 34467.4.1 in Cumberland County, except by public road connection.

TO HAVE AND TO HOLD the above-described lands and premises together with all the privileges and appurtenances thereunto belonging to the said GRANTEE, its successors and assigns, in fee simple absolute forever, subject always to the reservations and conditions hereinabove set forth.

IN WITNESS WHEREOF, Beverly Eaves Perdue, Governor of the State of North Carolina, upon the application of the Department of Transportation, and by and with the approval of the Council of State, does hereby execute this deed in the name of the State of North Carolina, and the same is attested by the Secretary of State, and the Great Seal of the State of North Carolina is affixed hereto; all in accordance with the provisions of North Carolina General Statutes §146-74 through §146-78.

Done in the City of Raleigh in the State of North Carolina on the day and year first above written.

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

By: _____
Secretary of State

APPROVED AS TO FORM:

ROY COOPER
ATTORNEY GENERAL

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Jennell Baughman, a Notary Public in and for the aforesaid County of Johnston and the State of North Carolina, do certify that Elaine F. Marshall, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by Beverly E. Perdue Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 5th day of July, 2012.

JENNELL BAUGHMAN
Notary Public
Johnston County
State of North Carolina
My Commission Expires 11-21-2016

Jennell Baughman
Notary Public

Print name: Jennell Baughman

My Commission Expires: 11-21-2016 (N.P. SEAL)

EXHIBIT A

DECLARATIONS AND RESTRICTIONS

The N.C. Department of Transportation funded the acquisition of the Property as conveyed and described in the attached General Warranty Deed as a high quality preservation compensatory mitigation project to offset unavoidable stream and wetland impacts within the ecoregion. In consideration of this funding, the N.C. Department of Transportation and the Ecosystem Enhancement Program have 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 is depicted in Exhibit 1, and extends outwardly 300' (Three Hundred Feet) from each side of the top of bank of all perennial streams, including all stream channels, creeks, rivers and all other tributaries on the Property. 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 these streams and wetlands, 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 native 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, its successors or assigns. No such restoration activities are planned at this high quality preservation site.

M. Enforcement. The right of enforcement of these Restrictions is hereby granted to the State of North Carolina, with third-party right of enforcement by the U.S. Army Corps of Engineers and the N.C. Department of Environment and Natural Resources Division of Water Quality.

N. Notification. The State of North Carolina shall notify the U.S. Army Corps of Engineers at least 60 days in advance of any transfer of property interest. Such notification shall be addressed to:

General Counsel
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403