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Issued Dec 22 2010
$129.00
by BONNIE E. REECE
REGISTER OF DEEDS ID.21750
State Of North Carolina CLEVELAND County
Real Estate Excise Tax

143041

RECORDING FEE $ 37.00 REVENUES 129.00

Filed in CLEVELAND County,NC
on Dec 22 2010,at 02:32:54 PM
by BONNIE E. REECE
REGISTER OF DEEDS
Book 1608 Page 1516

Excise Tax $ | Recording Time, Book and Page

Tax Lot No._____ Parcel Identifier No._____
Verified by _____ County on the ____ day of _____, 20____
by _____

Mail after recording to A. Susan Biggers, P.O. Box 458, Shelby, North Carolina 28151
This instrument was prepared by A. Susan Biggers, Attorney at Law
Brief Description for the index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 14th day of December, 2010, by and between:

GRANTOR	GRANTEE
ARTHUR ROBERT HOLLAND III and wife, DENNA HOLLAND 160 Crossfield Court Lexington, North Carolina 27295	THE STATE OF NORTH CAROLINA, ITS SUCCESSORS AND ASSIGNS c/o Ann Matthews Post Office Box 629 Raleigh, North Carolina 27602

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 Cleveland County, North Carolina and more particularly described as follows:

FOR A FULL DESCRIPTION OF THE PROPERTY, SEE ATTACHED EXHIBIT "A".

This property is subject to all restrictions as outlined on attached Exhibit "B".

Tax Map Reference: 1101-1-15U, Plat Book 34 at Page 95.

N. C. Bar Assoc. Form No. 3 © 1977
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Chicago Title Insurance Company

Title Reference: See Book 1465 at Page 1949 of the Cleveland County Register of Deeds..

This is not the primary residence of the Grantee.

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.

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.

Arthur Robert Holland III (SEAL)
Arthur Robert Holland, III

Denna Holland (SEAL)
Denna Holland

REBEKAH D. HARMAN NOTARY PUBLIC FORSYTH COUNTY, NC

NORTH CAROLINA, Cleveland County.
I, Rebekah D. Harman, the undersigned, a Notary Public of the County and State aforesaid, certify that **Arthur Robert Holland, III** Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this 17 day of December, 2010.

My commission expires: July 26, 2015 Rebekah D Harman
Notary Public

REBEKAH D. HARMAN NOTARY PUBLIC FORSYTH COUNTY, NC

NORTH CAROLINA, Forsyth County.
I, Rebekah D. Harman, the undersigned, a Notary Public of the County and State aforesaid, certify that **Denna Holland** Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this 17 day of December, 2010.

My commission expires: July 26, 2015 Rebekah D Harman
Notary Public

N. C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
Chicago Title Insurance Company

Exhibit A

Boundary Survey (Holland property)

Commencing on Cleveland County Sanitary District Monument "CC 50" having the North Carolina Grid Coordinates (NAD 83) of N= 626879.84 feet E= 1209130.107 feet; THENCE North 57 degrees 44 minutes 00 seconds East for a grid distance of 641.27 feet to a No.5 rebar with a cap stamped Conservation Easement said corner having the grid coordinates of N= 628680.82 feet E= 1211175.06 feet said corner being a new corner in the property line of Arthur Robert Holland III property as described in Deed Book 1465 Page 1949 of the Cleveland County Registry and creating a new line through the Arthur Holland property for the next (4) calls. (1) North 52 degrees 15 minutes 22 seconds East for a distance of 361.99 feet to a No.5 rebar with a cap stamped Conservation Easement; (2) North 68 degrees 54 minutes 37 seconds East for a distance of 546.88 feet to a No.5 rebar with a cap stamped Conservation Easement; (3) South 37 degrees 22 minutes 56 seconds East for a distance of 268.13 feet to a No.5 rebar with a cap stamped Conservation Easement; (4) South 80 degree 33 minutes 00 seconds East, passing a No.5 rebar with a cap stamped Conservation Easement at a distance of 262.06 feet, for a total distance of 356.71 feet to an unmarked point in the center of the First Broad River; Thence with the centerline of the First Broad River the next (6) calls. (1) South 11 degrees 00 minutes 27 seconds East for a distance of 96.11 feet to an unmarked point; (2) South 22 degrees 01 minutes 26 seconds East for a distance of 55.65 feet to an unmarked point; (3) South 55 degrees 35 minutes 37 seconds East for a distance of 22.45 feet to an unmarked point; (4) South 29 degrees 57 minutes 01 seconds East for a distance of 125.52 feet to an unmarked point; (5) South 14 degrees 22 minutes 25 seconds East for a distance of 36.35 feet to an unmarked point; (6) South 14 degrees 33 minutes 56 seconds West for a distance of 124.17 feet to an unmarked point at the intersection of the First Broad River and Hinton Creek; Thence with the centerline of Hinton Creek the next (18) calls. (1) North 34 degrees 31 minutes 51 seconds West for a distance of 35.62 feet to an unmarked point; (2) North 67 degrees 32 minutes 00seconds West for a distance of 61.35 feet to an unmarked point; (3) South 40 degrees 36 minutes 00 seconds West for a distance of 57.88 feet to an unmarked point; (4) South 77 degrees 52 minutes 48 seconds West for a distance of 92.19 feet to an unmarked point; (5) North 88 degrees 26 minutes 08 seconds West for a distance of 29.59 feet to an unmarked point; (6) North 24 degrees 43 minutes 44 seconds West for a distance of 62.64 feet to an unmarked point; (7) North 49 degrees 13 minutes 21 seconds West for a distance of 63.16 feet to an unmarked point; (8) North 84 degrees 08 minutes 02 seconds West for a distance of 89.81 feet to an unmarked point; (9) South 74 degrees 09 minutes 10 seconds West for a distance of 94.17 feet to an unmarked point; (10) North 87 degrees 41 minutes 33 seconds West for a distance of 260.10 feet to an unmarked point; (11) North 75 degrees 38 minutes 47 seconds West for a distance of 177.68 feet' to an unmarked point; (12) South 71 degrees 30 minutes 58 seconds West for a distance of 67.53 feet to an unmarked point; (13) South 61 degrees 29 minutes 33 seconds West for a distance of 38.57 feet to an unmarked point; (14) North 78 degrees 00 minutes 42 seconds West for a distance of 59.90 feet to an unmarked point; (15) North 17 degrees 08 minutes 31 seconds West for a distance of

62.62 feet to an unmarked point; (16) North 72 degrees 31 minutes 56 seconds West for a distance of 43.46 feet to an unmarked point; (17) South 79 degrees 10 minutes 22 seconds West for a distance of 69.62 feet to an unmarked point; (18) South 58 degrees 43 minutes 05 seconds West for a distance of 26.82 feet to an unmarked point at the right of way of Jackson White Road. Thence following the North edge of the right of way for Jackson White Road the next (4) calls. North 30 degrees 29 minutes 47 seconds West for a distance of 14.11 feet to an unmarked point; Thence with a curve turning to the left with an arc length of 99.43 feet, with a radius of 178.35 feet, with a chord bearing of North 46 degrees 28 minutes 03 seconds West, with a chord length of 98.15 feet, to an unmarked point; Thence North 62 degrees 26 minutes 20 seconds West for a distance of 89.12 feet to an unmarked point; Thence with a curve turning to the left with an arc length of 26.10 feet, with a radius of 156.74 feet, with a chord bearing of North 67 degrees12 minutes 32 seconds West, with a chord length of 26.07 feet, to the point of beginning. Containing 12.81 acres more or less.

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EXHIBIT B

DEED RESTRICTIONS
First Broad River Wetlands – EEP Site 94609, SPO 023-L

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 this Deed. In consideration of this funding and the restoration project at **First Broad River Wetlands**, the State and related State Agencies recognize the following reserved uses and restricted activities over the Property, hereinafter identified as the ("Restricted Area") perpetual riparian buffer, hereinafter identified as the **("Restricted Area")**. The Restricted Area is specifically identified as an area totaling **12.81 acres** as shown on the plat of survey entitled "**Final Plat for the Ecosystem Enhancement Program, Boundary Survey for the First Broad River Wetlands, Arthur Holland, III Property**" by Dobbin Lattimore, PLS Number 33936 and recorded in the Cleveland County Register of Deeds at **Plat Book 034, Page 095**.

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 **First Broad River Wetlands** and otherwise promote the public purposes authorized under the provisions of N.C. General Statute § 143-214.8.

The purposes of these Deed 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 Easement 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 Easement 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 Easement Area. Existing roads or trails located in the Easement 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 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 to vary from the above restrictions may be granted for good cause shown, provided that any such request is consistent with the purposes of these Deed 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.