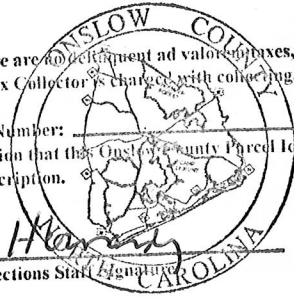


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Returned

This certifies that there are no delinquent ad valorem taxes, or other taxes which the Onslow County Tax Collector is charged with collecting, that are a lien on:

Parcel Identification Number:
This is not a certification that the Onslow County Parcel Identification Number matches this deed description.



James H. Henry
Tax Collections State Agent

4-21-16
Date



Doc No: 20008506
Recorded: 03/22/2016 03:00:42 PM
Fee Amt: \$26.00 Page 1 of 5
Excise Tax: \$0.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK **4616** PG **2403 - 2407 (5)**



Doc ID: 012730250005 Type: CRP
Recorded: 04/25/2016 at 11:59:18 AM
Fee Amt: \$26.00 Page 1 of 5
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK **4442** PG **252-256**

This deed presented to
The Onslow Co Tax Office
Date April 18 Clerk DM

STATE OF NORTH CAROLINA

PIN: 4302-83-1035-0000 (Pender)

COUNTIES OF ONSLOW AND PENDER

431100178985 (Onslow)
030177 (Onslow)

PREPARED BY: Thomas Henry
Assistant Attorney General
North Carolina Department of Justice

RETURN TO: ☒ Marissa Cox
North Carolina Department of Transportation
1598 Mail Service Center
Raleigh, North Carolina 27699-1598

EXCISE TAX PAID \$ 0

The hereinafter described Property does not include a primary residence.

NON-WARRANTY DEED

THIS DEED, made this the 29th day of February, 2016, by the **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**, a body politic and corporate of the State of North Carolina ("Grantor"), having an address of 1598 Mail Service Center, Raleigh, North Carolina 27699-1598, to the **STATE OF NORTH CAROLINA**, a body politic and corporate of the State of North Carolina ("Grantee"), having an address of c/o Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321.

The designation Grantor and Grantee (collectively, the "Parties") as used herein shall

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include said Parties, their heirs, successors, assigns, respective agents, executors, administrators, grantees, devisees, licensees, and/or all other successors as their interests may appear, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

Grantee has requested that Grantor convey to it a parcel consisting of 600 acres, more or less.

The North Carolina Board of Transportation, acting upon the request of Grantor, approved the conveyance of the Property more particularly described below and authorized Grantor to execute and deliver this instrument to the Grantee.

Grantor has authorized the execution of this instrument.

The Council of State at a meeting held in the City of Raleigh, North Carolina, on July 13, 2010, and on September 13, 2011, approved this conveyance and directed execution of this instrument.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration acknowledged by both Grantor and Grantee, the benefits of which flow to Grantor and Grantee from each other, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor has bargained and sold and by these presents does hereby bargain, sell and convey unto Grantee, its successors and assigns, in fee simple, all of that certain tract or parcel of land situate, lying and being in Stump Sound Township, Onslow County, North Carolina, and Holly Township, Pender County, North Carolina more particularly described as follows:

BEING that certain tract of land containing 600 acres, more or less, and being the entirety of the property conveyed from NationsCredit Corporation to Grantor in that special warranty deed recorded in Deed Book 1277, Page 996, Onslow County Registry, and in Deed Book 1098, Page 222, Pender County Registry, and more particularly shown in Map Book 21, Page 87, Onslow County Registry, and Map Book 19, Page 9, Pender County Registry (the "Property").

Grantor's conveyance of the Property is conditioned upon Grantee's use of the entire Property solely as an addition to the North Carolina State Parks system for inclusion in the Sandy Run Savannas State Natural Area. It is the intent of the Parties that Grantor is granting to Grantee a fee simple determinable with an automatic possibility of reverter, and the fee simple determinable granted herein shall automatically terminate if Grantee ever discontinues its use of the entire Property solely as an addition to the North Carolina State Parks system for inclusion in the Sandy Run Savannas State Natural Area.

Without limiting the foregoing, Grantee further agrees that, if the condition triggering a reversion occurs, Grantee shall, subject to the receipt of all necessary approvals, execute and deliver a deed of conveyance to Grantor for the entire Property, provided, such deed shall not be required to effectuate the automatic effect of the possibility of reverter and Grantor's right to require such deed shall in no way affect or condition the operation, effect, or validity of the automatic possibility of reverter. The foregoing covenant shall run with title to the land and shall be enforceable by Grantor's successors and assigns.

If, for any reason, the automatic possibility of reverter shall fail, then the restriction limiting Grantee's use of the Property solely as an addition to the North Carolina State Parks system for inclusion in the Sandy Run Savannas State Natural Area shall be deemed a covenant and restriction running with title to the land, benefitting Grantor at its successors and assigns, which covenant and restriction shall be enforceable by Grantor in law and in equity, which remedies shall include requiring the reconveyance of the Property to Grantor as contemplated above.

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

Contemporaneously with the recording of this deed, Grantee is conveying to Grantor a Conservation Easement and Easement of Ingress and Egress in Perpetuity over, upon, and across the Property, the violation of which, on its own, is not intended to cause the reversion of the Property to Grantor hereunder.

TO HAVE AND TO HOLD the above-described lands and premises together with all privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns, subject to any restriction, easements, or reservations set forth herein. Grantor makes no warranty, expressed or implied, as to title to the Property hereinabove described.

[SIGNATURE AND NOTARY ACKNOWLEDGEMENT ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Grantor sets its hand and seal on the day and year first above written.

GRANTOR:

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: *Tom Childrey* (SEAL)
Tom Childrey, Manager of Right of Way Unit

STATE OF North Carolina

COUNTY OF Wake

I, Terry L. Niles, a Notary Public of Wake County, North Carolina, do hereby certify that Tom Childrey personally came before me this day and acknowledged that he is the Manager of Right of Way Unit for the North Carolina Department of Transportation, an agency of the State of North Carolina, and that by authority duly given, he executed the foregoing instrument.

Date: 2-29-16

Terry L. Niles
Official Signature of Notary

Terry L. Niles, Notary Public
Notary Public's printed or typed name

My Commission expires: July 27, 2016

(Official Stamp or Seal)

