

STATE OF NORTH CAROLINA

PINs: 1763-58-7801

COUNTY OF WAKE

Excise Tax: \$0.00

PREPARED BY: Scott T. Slusser
Special Deputy Attorney General
North Carolina Department of Justice

RETURN TO: Chris Underwood
North Carolina Department of Transportation
1598 Mail Service Center
Raleigh, North Carolina 27699-1598

Brief Description for Index: Two tracts, 66.09 acres, Mark's Creek Twmsp.

The hereinafter described Property does not include a primary residence.

NON-WARRANTY DEED

THIS DEED, made this the 27th day of July, 2018, is granted by the **STATE OF NORTH CAROLINA**, a body politic and corporate ("Grantor"), having an address of 1598 Mail Service Center, Raleigh, North Carolina 27699-1598, to **THE COUNTY OF WAKE**, a body politic and corporate ("Grantee"), c/o Wake County Attorney's Office, Post Office Box 550, Raleigh, North Carolina 27602.

The designation Grantor and Grantee (collectively, the "Parties") as used herein shall 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 two tracts of land containing a total of 66.09 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.

The Council of State 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 the following property:

BEING those two tracts of land situate, lying and being in Mark's Creek Township, Wake County, North Carolina, containing a total of 66.09 acres, more or less, and being the entirety of the property conveyed from O. Temple Sloan, Jr. and Carol C. Sloan to Grantor in General Warranty Deed recorded in Deed Book 8756, Page 410, Wake County Registry, and being a portion of the property more particularly shown in Book of Maps 1981, Page 230, Wake 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 future Lake Myra County Park system and greenway trail. 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 future Lake Myra County Park system and greenway trail.

Without limiting the foregoing, Grantee further agrees that, if the condition triggering a reversion occurs, Grantee shall execute and deliver to Grantor 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 Grantee'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 future Lake Myra County Park system and greenway trail 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, 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:

STATE OF NORTH CAROLINA

By: Roy Cooper (SEAL)

Roy Cooper, Governor

ATTEST:

Elaine F. Marshall
Elaine F. Marshall, Secretary of State

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Jennell Baughman, a Notary Public of Johnston County, North Carolina, do hereby certify that ELAINE F. MARSHALL personally came before me this day and acknowledged that she is the Secretary of State for the State of North Carolina, and that by authority duly given, and as act of the State, the foregoing instrument was signed in its name by Roy Cooper, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 27th day of July, 2018.

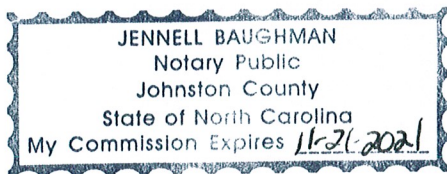
Official Signature of Notary

Jennell Baughman, Notary Public

Notary Public's printed or typed name

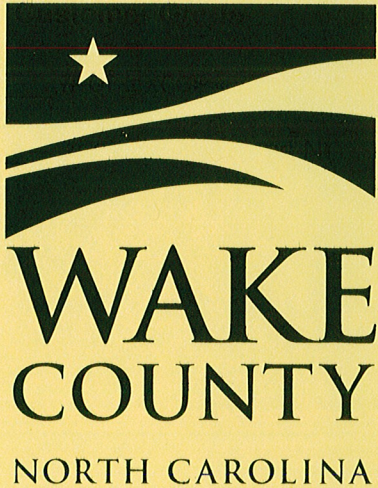
Jennell Baughman

My Commission expires: 11-21-2021





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Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

**Charles P. Gilliam
Register of Deeds**

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 5 # of Pages *AP*