

BK 1469 pg 770

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

THIS DEED, Made and entered into this 23rd day of June, 1995, by and between WEYERHAEUSER REAL ESTATE COMPANY, a corporation of the State of Washington, and duly authorized to do business in the State of North Carolina, party of the first part, and GREENBRIER PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, party of the second part;

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations to it in hand paid, by the party of the second part, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto the said party of the second part, its successors and assigns, subject to the mineral reservation and encumbrances as hereinafter set out, that certain tract or parcel of land lying and being in Number Eight (8) Township, Craven County, State of North Carolina, and being more particularly described as follows:

All that certain parcel of land lying and being at Greenbrier in the City of New Bern, Craven County, North Carolina, and being more particularly described as follows:

That certain tract or parcel of land identified by the word "PARK" containing 306,941 square feet, more or less, as the same is shown on that map of record in Plat Cabinet F, Slide 138-B, Craven County Registry. This map was prepared by Robert M. Chiles, P.E., dated July 1, 1992, and identified by the following legend:

PREPARED BY:
T. R. THOMPSON, JR.
ATTORNEY AT LAW
AURORA, NORTH CAROLINA

"Greenbrier Section VI - Phase I" and reference is hereby made to said map for a more complete and accurate description of this property.

This conveyance is made subject to the following mineral reservation and encumbrances:

- (1) This conveyance is made subject to the reservation of mineral rights which are retained by Weyerhaeuser Company and said reservation is stated in substance as follows:

"The Grantor hereby expressly saves, reserves and excepts out of the grant hereby made, unto itself, its successors and assigns, forever, all ores and minerals including but not limited to oil, gas, coal, distillates, and condensates, in and under said land. Top soil, sand, fill dirt, ground water, and other commonly occurring substances are expressly excluded. Notwithstanding the foregoing and notwithstanding any other legal or equitable right or remedy now existing or hereafter enacted or created, Grantor hereby agrees, for itself, its successors and assigns, that the rights hereby reserved and excepted shall not be exercised in a manner adversely affecting use of the surface at any time unless and until the Grantor or its successors or assigns, as the case may be, shall first make satisfactory written arrangements with the then owner of the property affected, and with the mortgagee or mortgagees of such property, as their respective interests may appear, to compensate said owner and mortgagee or mortgagees for damages incurred to the surface and any improvements thereon in exercising such rights."

- (2) The aforesaid property is conveyed subject to those easements of record and utility rights-of-way.
- (3) The property heretofore described is conveyed subject to those Restrictive Covenants of record in the Craven County Registry which are applicable to this property.
- (4) This property is common property of the Greenbrier Property Owners Association, Inc.
- (5) This common property will be called a "NATURE PARK" and development is expressly limited to natural uses, such as walking, exercising, wildlife observation, plant study, beautification, and family play activities.

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- (6) The pond in the "NATURE PARK" which is owned by the Greenbrier Property Owners Association, Inc., is subject to a drainage easement in favor of the City of New Bern.
- (7) There can be no swimming, wading, or fishing in the pond located in the "NATURE PARK". There are to be no team sports or biking allowed on the property. Except for maintenance purposes, there is to be no vehicular traffic on the property. The park is to close at sundown and there are to be no organized group activities without prior approval of the Greenbrier Property Owners Association, Inc.
- (8) The property heretofore described is to remain in its present condition with its use restricted to that of a "NATURE PARK". There is expressly prohibited the construction or placing of any structure of any kind on the property without express written consent of the Greenbrier Property Owners Association. The Greenbrier Property Owners Association, Inc. its successors and assigns, may remove trash and debris from the property; however, nothing is to be done to the property that will substantially change its character from that of a "NATURE PARK".

TO HAVE AND TO HOLD the aforesaid tract or parcel of land together with all the rights, privileges and appurtenances thereunto belonging unto it, the said party of the second part, its successors and assigns, to their only use and behoof forever, subject to the mineral reservation and encumbrances as set out hereinabove.

And the said party of the first part, for itself, its successors and assigns, covenants to and with the said party of the second part, its successors and assigns, that it is seized of said premises in fee and has a lawful right to convey the same in fee simple; that the same is free and clear of all encumbrances, except for the mineral reservation and encumbrances as set out hereinabove, and that it hereby warrants and will forever defend

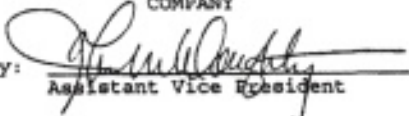
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the title to the same against the lawful claims of all persons
whomsoever.

IN TESTIMONY WHEREOF, Weyerhaeuser Real Estate Company has
caused this instrument to be signed in its name by its Assistant
Vice President, attested by its Assistant Secretary, with its
corporate seal hereunto affixed, all by authority duly given, this
the day and year first above written.

WEYERHAEUSER REAL ESTATE
COMPANY

By:


Assistant Vice President

(CORPORATE SEAL)




Assistant Secretary

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ATTORNEY AT LAW
AURORA, NORTH CAROLINA

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Sylvia L. Faye, Notary Public, certify that Nan W. Rackley personally came before me this day and acknowledged that she is Assistant Secretary of Weyerhaeuser Real Estate Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by John M. Doughty, its Assistant Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

My commission expires 2-9-99.

Witness my hand and official seal, this the 22 day of June, 1995.

Sylvia L. Faye
Notary Public



State of North Carolina, Craven County
The foregoing certificate(s) of Sylvia L. Faye

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC, in Book 1469, Page 770 this 22 day of June, A.D. 1995 and 22 o'clock PM.
T. R. Thompson, Jr.
Register of Deeds 22 Deputy Register of Deeds

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T. R. THOMPSON, JR.
ATTORNEY AT LAW
AURORA, NORTH CAROLINA