

NORTH CAROLINA

ORANGE COUNTY

THIS DEED, Made this 4th day of August, 1967, from LAKE ORANGE, INC., a corporation organized and existing under the laws of the State of North Carolina with its principal office at 110-A North Churton Street, Hillsborough, North Carolina, party of the first part, to ORANGE COUNTY, a body politic of the State of North Carolina, party of the second part;

WITNESSETH:

THAT WHEREAS, the second party needs a large area of land upon which to construct a dam and impound water for the purpose of availing itself of a ready source of water; and whereas, the first party owns the real estate shown on the plat hereinafter referred to and has agreed, subject to certain conditions, to convey the major portion of said real estate to the second party for said purpose and has agreed, subject to said conditions, to convey to the second party certain rights and easements in and to the shaded areas shown on said plat;

NOW, THEREFORE, in consideration of the possible future benefits which the first party might derive from the rights and easements hereinafter reserved unto the first party and in consideration of the second party's undertaking to clear said land and to construct and maintain a dam at the Southern end of said land to impound water thereon as a reservoir to be known as "Lake Orange", the first party, subject to the rights and easements hereinafter reserved, has granted and conveyed, and by these presents does give, grant and convey unto the second party, its successors and assigns, the tract of land located in Cedar Grove Township, Orange County, State of North Carolina, and more particularly described as follows:

BEGINNING at a concrete monument, control corner, identified on the Plat hereinafter referred to as Point A; thence from said beginning point along the property lines of J. W. Tolar and C. M. Hughes Heirs North $30^{\circ} 43'$ West 1,400 feet to a concrete monument, a new corner with Hughes property; thence a new line North $59^{\circ} 17'$ East 400 feet to a concrete monument, a new corner; thence a new line South $30^{\circ} 43'$ East 235.03 feet to Point C on said plat, a new corner and being the point at which the Northeast line of the "Spillway control area" shown on said plat is intersected by the line identified on said plat as "Traverse 615' contour"; thence commencing at said Point C and following a new line (being said line identified on said plat as "Traverse 615' contour") to a concrete monument in the South line of Eno Cemetery property, a new corner; thence along the South line of said Eno Cemetery property South $85^{\circ} 16'$ East 88.72 feet to the Southeast corner of said cemetery property; thence along the East line of said cemetery property as follows: North $4^{\circ} 59'$ East 60.35 feet, North $2^{\circ} 50'$ East 87.54 feet, and North $2^{\circ} 50'$ East 28.24 feet to the Northeast corner of said cemetery property as shown on said plat; thence along the line of said cemetery property North $62^{\circ} 55'$ West 142.80 feet and North $84^{\circ} 55'$ West 55.15 feet to a concrete monument in the North line of said cemetery property, a new corner, being the point at which the North line of said cemetery property is intersected by the line identified on said plat as "Traverse 615' contour"; thence following another portion of said line identified on said plat as "Traverse 615' contour" (crossing Eno River at its Northernmost point as shown on said plat) to Point H on said plat, a new corner in the Northeast line of the said "spillway control area"; thence along the Northeast line of said "spillway control area" South $30^{\circ} 43'$ East 47.98 feet to a concrete monument identified as Point I on said plat; thence a new line South $30^{\circ} 43'$ East 75.64 feet to Point J, a new corner; thence a new line South $59^{\circ} 17'$ West 400 feet to Point K, a new corner; thence a new line North $30^{\circ} 43'$ West 75.64 feet to the place or point of beginning,
(description continued on next page)

containing 156.57 acres, according to plat and survey of Robert A. Jones, Registered Surveyor, dated June 16, 1967, entitled "LAKE ORANGE PROPERTY ACQUISITION", which Plat is recorded in Plat Book 16, Page 12, Orange County Registry.

Nothing hereinbefore nor hereinafter set forth in this instrument shall be construed to reserve to the first party any rights or easements of any kind in or to the areas identified on said plat as "DAM CLEARING AND SPILLWAY CONTROL AREA", which area measures 400 feet in width and 1175.64 feet in length inclusive of the shaded area on the Southeast end thereof measuring 75.64 feet by 400 feet.

Exclusive of the said "DAM CLEARING AND SPILLWAY CONTROL AREA" as shown on said plat, the first party, for itself, its successors, assigns, licensees, invitees, and guests, does hereby permanently and perpetually reserve unto itself, its successors, assigns, licensees, invitees and guests the following rights and easements in, over, along and through the said property hereinbefore conveyed and in, over, upon and through any and all waters which might from time to time be impounded or located thereon:

(1) A permanent and perpetual right and easement of ingress, egress and regress over, along and through all of said property for the purpose of providing free and unobstructed passage upon, access and entry to and from the above described land at any point or points which the first party and its successors and assigns might deem desirable from time to time for the full beneficial enjoyment of all rights and easements hereinafter reserved.

(2) All recreational rights, privileges and uses thereof together with the sole and exclusive right to authorize, permit, control and supervise the same and the sole and exclusive right to charge and collect fees for such rights, privileges and uses; and all fees so charged for same shall be the sole and exclusive property of the first party, its successors or assigns; said recreational rights, privileges and uses hereby reserved unto the first party being as follows: (a) the exclusive right to authorize, control and supervise a fish stocking program for said waters and the exclusive right to fish and to control fishing in and upon such waters. (b) the exclusive right to authorize, control and supervise boating activities on said waters, and the exclusive right to authorize, control and determine the types of water-craft and vessels to be permitted on said waters; provided, however that nothing herein shall be construed to restrict the second party, its agents, servants and employees from operating without charge such water-craft on said waters at such times as shall be reasonably necessary to enable the second party to fully and adequately inspect said land and waters for possible problems of erosion, silt, pollution and other hazards which might from time to time materially contaminate or otherwise materially endanger said water supply. (c) the exclusive right to authorize, control and supervise waterskiing activities on said waters and the exclusive right to set reasonable safety standards for such activities on said waters and to enforce such standards. (d) the exclusive right to construct, maintain, authorize, control and supervise boat launching, docking and landing facilities and boat housing on said property. (e) the exclusive right to set aside, maintain and control definite areas along and upon the shores of said waters for picnicing and camping purposes. (f) the exclusive right to authorize, control and supervise swimming activities in and upon said waters; provided, however, that such activities shall be conducted in strict accordance with the rules and regulations of the North Carolina Department of Public Health. (g) the exclusive right to control and supervise all hunting activities around and upon said land and waters. (h) the exclusive right to construct, maintain, supervise and control one or more fishing piers in and upon said land and waters. (i) the exclusive right to expand the number and/or types of recreational activities and facilities which from time to time the first party in its discretion may deem desirable, subject to the written approval of the Orange County Board of Commissioners. (j) any and all other rights and privileges and easements which the first party in its sole discretion

(continued on Page Three)

may deem necessary and proper for the beneficial use and enjoyment of the rights, privileges and easements hereinbefore specifically reserved.

(3) The permanent and perpetual right and easement to withdraw without charge and by pump so much water from said lake as shall from time to time be reasonably necessary to "water" such cattle as may from time to time be pastured on the land now owned by Harold E. Walker and described Deed recorded in Deed Book 107, Page 81, Orange County Registry. Also reserved is the right to install a pump on said land at a point convenient to the first party for the purpose of effectuating the aforesaid water right. It is expressly understood, however, that nothing herein contained shall alter or affect the rights and/or duty of the second party relative to said lake waters as set forth in the paragraph immediately following.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, however, that the second party and its successors and assigns, shall have no duty whatsoever at any time to maintain any minimum level of water on the above described land and the second party shall have the absolute right to withdraw all waters which may from time to time be impounded on said land or to withdraw any portion thereof in such amounts and at such times as the second party in its sole discretion may deem desirable.

And the first party, in consideration of said possible future benefits as hereinbefore stated and in consideration of said undertakings by the second party as hereinbefore stated, does hereby give, grant and convey unto the second party, its successors and assigns, a permanent and perpetual easement to temporarily "flood" such of said lands represented by the shaded areas shown on said plat as have not previously herein or otherwise been conveyed to the second party, said "flood" easement hereby granted to be construed to encompass only such flooding as shall proximately result from freshets and other unusual or prolonged forms of precipitation. The shaded area to which this "flood" easement is applicable is identified on said plat as "MAXIMUM FLOOD STAGE EASEMENT". And for said considerations, the first party does hereby give, grant and convey unto the second party, its successors and assigns a permanent and perpetual easement of ingress, egress and regress over, along, upon and through said lands represented by said shaded areas on said plat for the purpose of inspecting said land and waters for possible problems of erosion, silt, pollution and other hazards which might from time to time materially contaminate or otherwise materially endanger said water supply and for the purpose of making such repairs and improvements thereon as shall be reasonably necessary to correct such hazards as may then constitute a clear and present threat to said water supply.

TO HAVE AND TO HOLD the aforesaid tract of land and all privileges and appurtenances belonging, together with the easement rights hereinbefore granted to the second party and its successors and assigns forever, subject, however, to all rights, privileges and easements hereinbefore expressly or by implication reserved unto the first party and its successors and assigns.

The said first party doth covenant that it is seized of the said property and rights hereinbefore conveyed in fee simple and has the right to convey the same in fee simple; that the said property and easement herein conveyed are free from encumbrances, and that it will forever warrant and defend the title to the property and easement herein conveyed against the lawful claims of all persons whomsoever, subject, of course, to the rights, easements and privileges herein reserved unto the first party, its successors and assigns.

The first party hereby forever binds itself, its successors and assigns, to save the second party, its successors and assigns, harmless against all suits, actions, debts, damages, costs, charges and expenses, including Court costs and counsel fees, against all loss and damages whatsoever, that shall or may at any time happen or result to the second party, its successors and assigns, for or by reason of the negligence of any of the officers, agents, servants or employees of the first party occurring within the course of his employment in the exercise of any of the rights and easements hereinbefore reserved unto the first party, its successors and assigns.

(continued on Page Four)

The first party further hereby forever binds itself, its successors and assigns, to exercise due care and diligence in preventing persons from engaging in any unlawful or offensive acts on said lake, and will reasonably maintain the surrounding area in a clean and sanitary condition at all times and shall at all times preserve the waters of the lake and the surrounding area in a clean, pure and sanitary condition all in accordance with the rules and regulations of the North Carolina Department of Public Health.

The first party hereby forever binds itself and its successors and assigns to sell neither the shaded areas of land on said plat nor the rights and easements herein reserved unless and until the first party has offered in writing to sell same for cash to the second party at the same price offered by proposed purchaser and unless and until the second party has failed to unconditionally accept in writing said offer within thirty days of the date said written offer to sell is first delivered to any member of the Orange County Board of Commissioners. The second party shall have thirty days after date of said unconditional acceptance of said offer in which to tender said purchase price in cash to the first party, and failure of the second party to make said tender in cash within said thirty-day period shall cause this right of first refusal to become null and void.

IN TESTIMONY WHEREOF, the first party has caused this Deed to be signed in its corporate name by its President and attested by its Secretary, and sealed with its common corporate seal, all by authority duly given by its Board of Directors.

LAKE ORANGE, INC.

BY:

Robert B. Nichols, Jr.
PRESIDENT

ATTEST:

Harold E. Walker
SECRETARY



NORTH CAROLINA
ORANGE COUNTY

This is to certify that on the 4th day of August, 1967, before me personally came Harold E. Walker, with whom I am personally acquainted, who being by me duly sworn, says that he is the Secretary and Robert B. Nichols, Jr. is the President of Lake Orange, Inc., a corporation organized under Chapter 55 of the North Carolina General Statutes; that he knows the common seal of said corporation; and that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President; and that said President and Secretary subscribed their names thereto and said common seal was affixed all by order of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this 4th day of August, 1967.

Oliver Andrews
NOTARY PUBLIC

My commission expires: 1-6-68



NORTH CAROLINA—ORANGE COUNTY

The foregoing certificate(s) of Oliver Andrews
Notary Public of Orange County,

attested by Frank H. Fudrueil Notarial Seal(s) is-are adjudged to be correct. Let the foregoing instrument with all certificates be registered. Witness my Hand this the 5 day of Aug, 1967.

FILED DEPUTY CLERK SUPERIOR COURT
BOOK/FILE # 212 PAGE 365

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DETTY JUNE HAYES
REGISTER OF DEEDS
ORANGE COUNTY, N.C.

BOOK 212 PAGE 365