WAKE COUNTY, NC 34
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/26/2010 AT 09:13:32

BOOK:013951 PAGE:00805 - 00813

STATE OF NORTH CAROLINA
DECLARATION OF PERMANENT
COVENANTS AND RESTRICTIONS

FRANKLIN and WAKE COUNTY
SPO File Number 35-Y and 92-AAQ, 35-11.1
EEP Parcel ID 711
Prepared by and return to:
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this ___ day of _____, 2010, by the State of North Carolina, whose address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. This declaration of covenants and restrictions is meant to be binding on the owner, their heirs, successors and assigns.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating an preserving wetland an riparian resources that contribute to the protection an improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, the Ecosystem Enhancement Program in the North Carolina Department of Environment and Natural Resources ("EEP") has approved the acceptance of this instrument; and

WHEREAS, the State of North Carolina has received funding from EEP for the acquisition of the Property conveyed and described in the attached General Warranty Deed ("the Property") recorded in Deed Book 1406 Page 104 of the Franklin County Registry and Deed Book 10809 Page 1966 of the Wake County Registry.

WITNESSETH

In consideration of the funding provided by EEP for the acquisition of the Property and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the following Permanent Covenants and Restrictions are hereby placed upon the Property in perpetuity.

The State hereby sets aside, declares, reserves and recognizes a perpetual protected area, hereinafter identified as the (**"Restricted Area"**). The Restricted Area extends over the entire parcel. 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 Moccasin Creek, SWAMP OR MARSH, and otherwise promote the public purposes authorized under the provisions of N.C. General Statute § 143-214.8 and pursuant to the mitigation requirements associated with section 404 of the Clean Water Act (33 U.S.C. 1344).

The purposes of these Covenants and 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 restrictions are permanently placed upon the Property:

RESERVED USES AND RESTRICTED ACTIVITIES

A. Motorized Vehicles. Usage of motorized vehicles in the Restricted 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 Restricted 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 Restricted Area. Existing roads or trails located in the Restricted Area may be maintained with loose gravel, soil, or permanent vegetation in order to minimize runoff, prevent 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.

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.

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. There shall be 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.

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, successors or assigns.

M. Enforcement. The right of enforcement of these Restrictions is hereby granted to and vested entirely with the N.C. Ecosystem Enhancement Program, its successors and assigns.

N. Notice. The owner of the Property shall notify the U.S. Army Corps of Engineers in

writing sixty (60) days prior to the initiation of any amendment or change to these Covenants and Restrictions or any transfer of all or any part of the Property. Such notification shall be addressed to : Justin McCorkle, General Counsel, US Army Corps of Engineers, 69 Darlington Avenue, Wilmington, NC 28403.

IN TESTIMONY WHEREOF, the State of North Carolina has caused this instrument to be executed in its name by BEVERLY E. PERDUE, Governor, attested by ELAINE F. MARSHALL, Secretary of State, and the Great Seal of the State of North Carolina hereunto affixed, by virtue of the power and authority aforesaid, all as of the date set forth in the notary acknowledgment below.

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

By _____
Secretary of State

APPROVED AS TO FORM:

ROY COOPER
Attorney General

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

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

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal, this the 18th day of May, 2010.

JENNELL BAUGHMAN
Notary Public
Johnston County
State of North Carolina
My Commission Expires Nov 21, 2011

Jennell Baughman
Notary Public
Print Name: Jennell Baughman

My Commission Expires:

11-21-2011

BK010809PG01966

WAKE

WAKE COUNTY, NC 605
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/06/2004 AT 15:50:31

BOOK:010809 PAGE:01966 - 01968

Doc ID: 000077840002 Type: CRP
Recorded: 05/06/2004 at 12:39:00 PM
Fee Amt: $925.00 Page 1 of 2
Excise Tax: $908.00
Franklin County North Carolina
Linda H. Stone Register of Deeds
BK 1406 PG 104-105

Franklin

"Attachment"

Drawn by/mail to: James R. Rogers III – Box 165
875-B2 Washington Street
Raleigh, NC 27605

Wake County Tax ID – 0081613
Franklin County Tax ID – 114 00 004A

NORTH CAROLINA Revenue Stamps - 908.00 WARRANTY DEED

WAKE COUNTY

THIS DEED, made this 5th day of May, 2004, by **The Davis Consulting Group, Inc.**, a North Carolina business corporation, and **F. Leary Davis and wife Joy B. Davis**, Grantors, all of Harnett County, North Carolina to the **State of North Carolina** c/o State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321, Grantee;

WITNESSETH:

THAT the Grantor, in consideration of Ten Dollars and other valuable considerations to it paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the Grantee, its heirs, or successors, and assigns, that certain tract or parcel of land in Little River Township, Wake County, and Dunn Township, Franklin County, North Carolina, and more particularly described as follows:

Being all of Tract 3, Tract 4, and Tract 5 as shown by map recorded in Book of Maps 1997 at Page 1971, Wake County Registry, and in Book of Maps 1997 at Page 439, Franklin County Registry.

The real estate I. D. Number assigned this tract of land by the Wake County Tax Supervisor's Office is 271604630447.

TO HAVE AND TO HOLD the interest in said parcel of land and all privileges and appurtenances thereunto belonging to the said Grantee in fee simple.

FRANKLIN COUNTY, N.C. LINDA H. STONE REGISTER OF DEEDS SEAL

I do hereby certify this to be a true and correct copy of the original document as same appears of record in the Franklin County Register of Deeds' Office. Book 1406 page 104 in testimony whereof, I hereunto set my hand and affix my official seal this 6th day of May 2004
Linda H. Stone by: Carolyn Coley, Asst.
Linda H. Stone, Register of Deeds, Franklin County, NC

And the said Grantor covenants with the Grantee, that Grantor is seized of said interest in said premises in fee simple and has the right to convey the same in fee simple; that the same are free from encumbrances except as herein set forth; and that it will warrant and defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

THE DAVIS CONSULTING GROUP, INC.

By: F Leary Davis (SEAL)
F. Leary Davis, President

F Leary Davis (SEAL)
F. Leary Davis

Joy B Davis (SEAL)
Joy B. Davis

NORTH CAROLINA - Wake County.

I, James R. Rogers IV, a Notary Public, do hereby certify that F. Leary Davis personally appeared before me this day and acknowledged that he is the President of The Davis Consulting Group, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this 5th day of May, 2004.

JAMES R ROGERS IV NOTARY PUBLIC WAKE COUNTY, N.C.

My commission expires November 16, 2007. 11/16/07

NOTARY PUBLIC

State of North Carolina, County of Wake

I, James R. Rogers IV, the undersigned Notary Public, do hereby certify that F. Leary Davis and Joy B. Davis, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 5th day of May, 2004.

My commission expires November 16, 2007

JAMES R ROGERS IV NOTARY PUBLIC WAKE COUNTY, N.C.

NOTARY PUBLIC

NORTH CAROLINA, FRANKLIN COUNTY
The foregoing certificates of James R. Rogers IV, a Notary Public are certified to be correct and duly recorded. This the 6th day of April, 2004. Linda H. Stone
Linda H. Stone Register of Deeds
By: Courtney Coley, Asst

BOOK:010809 PAGE:01966 - 01968

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Please retain with original document and submit for rerecording.

WAKE COUNTY NORTH CAROLINA

Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate___ of James R Rogers IV

_____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: Sheila Chestnutt
~~Assistant~~/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
3 # of Pages

22 0(4-7/11/03

BOOK:013951 PAGE:00805 - 00813

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.

Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

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_____9_____ New Time Stamp
_____9_____ # of Pages

22.004-1/20/06