FILED
ROCKINGHAM COUNTY
REBECCA B. CIPRIANI
REGISTER OF DEEDS
May 01, 2006 12:38:18 pm
RECORDING $24.00
PROBATE $2.00
EXCISE TAX $235.00
NONSTAND
BOOK 01281
PAGES 1571-1575
INSTRUMENT # 05955
DRH

NORTH CAROLINA GENERAL WARRANTY DEED

Stamps $ 235.00
Mail after recording to JGM
This instrument was prepared by JOSEPH G. MADDREY, ESQ.
Brief description for the Index

THIS DEED made this 28th day of April, 2006, by and between

GRANTOR	GRANTEE
Anne Bailey Smith, widow **And** **Robert I. Gorrell** **And wife,** **Linda C. Sharp**	**State of North Carolina** **c/o State Property Office** **1321 Mail Service Center** **Raleigh, NC 27699-1321**

Enter in appropriate block for each party: name, address, and if appropriate, character of entity, e.q. corporation or partnership

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Madison Township, Rockingham County, North Carolina and more particularly described as follows:

BEING the 78.237 acres tract as shown on the Survey for Bob Gorrell & Ann Smith, dated January 28, 2006, by Stevens Land Surveying, Inc., as recorded in Map Book 58, page 26, Rockingham County Registry.

The said property is subjected to, certain Declaration of Covenants and Restrictions for the Ecosystem Enhancement Program, set forth in **Exhibit "A"**, attached hereto and incorporated herein, running with the land. Grantee, for itself, its successors and assigns, by acceptance of this deed, agrees to take title subject to said Declaration.

The property herein above described was acquired by Grantor by instrument recorded in

_____

A map showing the above described property is recorded in Plat Book _____, page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:

Taxes for the current year, rights-of-way of public highways and roads and public utilities, easements and restrictions of public record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Anne Bailey Smith (SEAL)
Anne Bailey Smith

Robert I. Gorrell (SEAL)
Robert I. Gorrell

Linda C. Sharp (SEAL)
Linda C. Sharp

State of Georgia
County/City of Barrow

I, Cynthia Powers, a Notary Public of the County and State aforesaid, certify that **Linda C. Sharp**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28 day of April, 2006.

Cynthia Powers Notary Public

My commission expires: ~~10-17-2009~~ 8-5-2009 (CP)

(Affix Notary Stamp/Seal Here)

CYNTHIA POWERS
Notary Public, Barrow County, Georgia
My Commission Expires August 05, 2009

NORTH CAROLINA, Rockingham County.

I, a Notary Public of the County and State aforesaid, certify that **Anne Bailey Smith & Robert I. Gorrell**, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 1 day of May, 2006.

Sonia L. Toney Notary Public
My commission expires: 10-17-2009

SONIA L. TONEY NOTARY PUBLIC ROCKINGHAM COUNTY, N.C.

DECLARATIONS AND RESTRICTIONS

The State of North Carolina has received funding from the N.C. Ecosystem Enhancement Program for acquisition of the Property as conveyed and described in the attached General Warranty Deed. In consideration of this funding, the N.C. Ecosystem Enhancement Program has required that these Declarations and Restrictions be inserted in this deed, and the State sets aside, declares, reserves and recognizes, for all related State Agencies, and for the benefit of the people of the State, a perpetual riparian buffer, hereinafter identified as the ("**Restricted Area**"). The Restricted Area extends outwardly 300' (Three Hundred Feet) from west side of the top of bank of Mayo River, including all associated stream channels, creeks, rivers and all other identified tributaries. The Restricted Area also applies to any and all identified or defined wetlands on the Property. 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 Mayo River, and otherwise promote the public purposes authorized under the provisions of N.C. General Statute § 143-214.8.

The purposes of these 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 conditions and restrictions are set forth:

RESERVED USES AND RESTRICTED ACTIVITES

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 in order to minimize runoff, 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. Existing roads, trails or paths may be maintained with loose gravel, soil, or permanent vegetation to stabilize or cover the surfaces.

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 may be allowed.

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. 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. In the event of an emergency interruption or shortage of all other water sources, water from within the Restricted Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

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.

M. **Permission.** Permission to vary from the above restrictions may be granted by the N.C. Ecosystem Enhancement Program for good cause shown, provided that any such request is consistent with the purposes of these Restrictions. Permission

and approval to vary must be obtained in writing from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

N. **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. The Grantor is not reserving any right of enforcement in these Declarations or Restrictions or any other right, title or interest in the Property not set forth herein.