(N.P. SEAL) 038801

23/nt

CUMBERLAND COUNTY NC 08/09/2006
22
$67.00
STATE OF NORTH CAROLINA
Real Estate Excise Tax

RECEIVED
8- 9-2006 PM 3:41:53
J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $__67.00_____

Parcel Identifier No._____ Verified By_____County on the__day of _____ 20____
By_____

Mail to: Anne M. Evans, Esq., McCoy Weaver Wiggins Cleveland Rose Ray PLLC, P.O. Box 87009, Fayetteville, NC 28304-7009

This Instrument was prepared by: Anne M. Evans, Esq., McCoy Weaver Wiggins Cleveland Rose Ray PLLC

Brief description for the Index:

THIS DEED made this _____day of _____, 2006, by and between

GRANTOR	GRANTEE
MANNIE CORNELL GARDNER, unmarried, (2/3 undivided interest) AND FRANKLIN PRESCOTT GARDNER, unmarried, (1/3 undivided interest)	STATE OF NORTH CAROLINA c/o State Property Office 1321 Mail Service Center Raleigh, NC 27699-1321

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 Cumberland County, North Carolina and more particularly described as follows:

Being that tract of property consisting of 30.95 acres as shown on a plat map entitled "Boundary Survey of the Gardner Tract", said plat map being recorded in Plat Book 117, Page 73, Cumberland County, North Carolina, Public Registry.

And being the same property described as Tract No. Two in the Deed recorded in Book 4323, Page 729, Cumberland County Registry.

Together with the nonexclusive and perpetual right, easement and privilege for the purposes of ingress, egress, regress and utilities to and from the property hereinabove described to the western right of way margin of Norris Road (S. R. 2033) as more particularly described in the Deed of Easement from ALAN G. HERRING and wife, CARLA W. HERRING and RICKY L. HERRING, single, Grantor to MANNIE CORNELL GARDNER and FRANKLIN PRESCOTT GARDNER, Grantee, recorded in Book 7326, Page 840, Cumberland County, North Carolina, Public Registry.

The Property hereinabove described was acquired by Grantor by instrument recorded in Book _____, Page _____, Cumberland County, North Carolina, Public Registry.

A map showing the above described property is recorded in Plat Book 117, Page 73, Cumberland County Registry.

TO HAVE AND TO HOLD said 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, the Grantor is seized of said aforesaid 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:

Restrictive covenants set forth in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand as of the day and year first above written.

Mannie Cornell Gardner (SEAL)
MANNIE CORNELL GARDNER

(SEAL)
FRANKLIN PRESCOTT GARDNER

State of North Carolina - County of Cumberland

I, Cynthia W. Burris a Notary Public of the County and State aforesaid, do hereby certify that MANNIE CORNELL GARDNER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)
_____ (I have personal knowledge of the identity of the Signatory); or
✓ (I have seen satisfactory evidence of the Signatory identity, by a current state or federal identification with the Signatory photograph in the form of:
(check one of the following)
✓ a driver's license *or*
_____ in the form of _____); or
_____ _____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and the capacity indicated.
Witness my hand and official stamp or seal this 9th ~~day of~~ August, 2006.

Notary Public
Print Name: Cynthia W. Burris

My Commission Expires: 11-29-08

State of North Carolina - County of Cumberland

I, Cynthia W. Burris a Notary Public of the County and State aforesaid, do hereby certify that FRANKLIN PRESCOTT GARDNER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)
_____ (I have personal knowledge of the identity of the Signatory); or
✓ (I have seen satisfactory evidence of the Signatory identity, by a current state or federal identification with the Signatory photograph in the form of:
(check one of the following)
✓ a driver's license *or*
_____ in the form of _____); or
_____ _____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and the capacity indicated.
Witness my hand and official stamp or seal this 9th day August, 2006.

Notary Public
Print Name: Cynthia W. Burris

My Commission Expires: 11-29-08

Exhibit A

(attached to and incorporated into General Warranty Deed from Mannie Cornell Gardner and Franklin Prescott Gardner, Grantor, to the State of North Carolina, Grantee)

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. The Restricted Area extends across the entire 30.95 acre parcel known as the Gardner Tract, Big Pond Bay. 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 and wetlands of Big Pond Bay, 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.