

BOOK 772 PAGE 696 (10)

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Mary Jane Wallin, Register of Deeds

Excise Tax: \$2,200.00

Excise Tax \$ 2,200

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Recording: Time, Book and Page

NORTH CAROLINA GENERAL WARRANTY DEED

Prepared by Wilder Wadford, Attorney

Brief description for the Index: 512.85 acres, Tracts 1, 2 and 3, Plat Book 10 at Page 214.

This Deed made is by and between Grantor and Grantee:

Enter in appropriate block for each party: Name, address, county, state and if appropriate entity (i.e. corporation, partnership). The designation Grantor and Grantee as used herein shall include all parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

Grantor: GABRIEL CREEK DEVELOPMENT, INC., a North Carolina corporation
303 Flying Hawk Trail, Waynesville, NC 28786

Grantee: MOUNTAIN PARTNERS, LLC, a Florida corporation d/b/a Mountain
Partners Management, LLC
100 Brancer Drive, Mars Hill, NC 28754

Transfer of Ownership: Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, conveys to Grantee in fee simple, the Property described below:

Property: In Madison County, North Carolina. This property was acquired by Grantor by an instrument recorded in Book 288, Page 232 and 236, Madison County. The legal description of the Property is:

See attached EXHIBIT A, reference to which is made for a more particular description.

All or a portion of the Property herein conveyed does not include the primary residence of the Grantor. *This instrument was prepared by Wilder Wadford, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the County and City Tax Collectors upon disbursement of closing proceeds.*

TO HAVE AND TO HOLD the said Property and all privileges and appurtenances (rights) belonging to Grantee, in fee simple.

Promises by Grantor: Grantor promises (covenants) with Grantee, that Grantor has title to the Property in fee simple; has the right to convey the title in fee simple; that the title is marketable and free and clear of all liens and encumbrances (i.e. mortgages and judgements), and Grantor will warrant and defend the title against the lawful claims of all persons, except for the following exceptions:

ALL PROPERTY CONVEYED IN THIS DEED IS SUBJECT TO THE FOLLOWING:

TOGETHER WITH AND SUBJECT TO easements, restrictions and rights of way of record and ad valorem taxes for the current year.

SEE ATTACHED EXHIBIT B

NOTE THE TAX ASSESSOR: The property conveyed herein includes all property with Parcel Identification Numbers in the names of Gabriel Creek Investors, LLC and Gabriel Creek Development, Inc. and the purpose of this deed is convey all real property owned by these two entities to the Grantee herein.

SIGNATURE AND NOTARY PAGE FOLLOWS

SIGNATURE AND NOTARY PAGE

Name: Gabriel Creek Development, Inc.

 (SEAL)
Sammie N. Powell
Title: President

STATE OF North CarolinaCOUNTY OF Buncombe

I, A. Wilder Wadford Jr a Notary Public of Buncombe
County and State of North Carolina, certify that Sammie N. Powell personally came
before me this day and acknowledged that she is the President of Gabriel Creek Development,
Inc. a North Carolina corporation and that he, as President, being authorized to do so, executed
the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this
15th day of May, 2023.

(stamp or seal)


Notary Public
My Commission Expires: 6/13/26

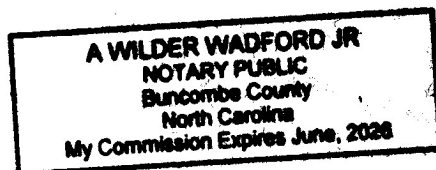


EXHIBIT A
GABRIEL CREEK DEVELOPMENT, INC.
TO
MOUNTAIN PARTNERS LLC
d/b/a Mountain Partners Management LLC

BEING 512.85 acres, more or less, consisting of Tract 1 (453.10 acres), Tract 2 (53.63 acres) and Tract 3 (6.12 acres) as shown in Plat Book 10 at Page 214, and being all the remaining real property of the Grantor which was originally conveyed in Book 288 at Pages 232 and 236, and in Book ~~772~~ at Page ~~686~~ all recorded in the Office of the Madison County Register of Deeds, North Carolina.

TOGETHER WITH AND SUBJECT TO easements, restrictions and rights of way of record.

SEE ATTACHED EXHIBIT B

NOTE: The purpose of this deed is to convey any and all remaining real property conveyed in Book 288 at Pages 232 and 236 to the Grantee.

Also identified by the Madison County Tax Office as parcel numbers 9748-57-8042, 9748-59-4512, 9748-64-6293, 9748-65-6412, 9748-65-6807, 9748-66-6222, 9748-79-4880, 9748-85-3969, 9748-85-8707, 9748-86-5438, 9748-86-7101, 9748-88-2051, 9748-88-4367, 9748-95-1468, 9748-96-1897, 9748-96-3262, 9748-97-0798, 9748-97-3630, 9748-97-6599, 9748-98-2679, 9748-98-4609, and 9748-99-0461.

EXHIBIT B

The Property conveyed in this deed is partially developed and partially undeveloped which are defined as follows:

Developed Property: Lots 25, 44, 72, 73, 74, 84, 85, 86, 87, 90, 94, 95, 98, 99, 118, and 120, which are depicted on the plats recorded in the Registry at Plat Book 6, Page 368; Plat Book 7, Page 151; and Plat Book 10, Page 214.

Undeveloped Property: All the Property conveyed in Exhibit A in this deed, less and except the Developed Property.

DEVELOPED PROPERTY RESTRICTIONS:

The Developed Property are Lots in the Mountain Park subdivision ("Subdivision") and are subject to the covenants and restrictions recorded in Book 322 at Page 515 ("Subdivision Restrictions"), and the owners of each Lot will be members of the Association. Further, each of the Lots will become subject to all assessments due to the Association when the Lot is conveyed to an unrelated and unaffiliated person or entity of the Grantee ("Third Party").

The Developed Property is subject to the benefits and burdens as set out in the Development Agreement Between Mountain Park Homeowners Association, Inc. and Developer ("Association") recorded the same date as this deed ("Development Agreement"), which is incorporated by reference herein in its entirety.

No lot or tract owned by the Grantee, Developed or Undeveloped, shall be subject to Association assessments until the lot or tract is conveyed to a Third Party.

UNDEVELOPED RESTRICTIONS:

The following restrictions ("Undeveloped Restrictions") apply to the Undeveloped Property:

Development Options: *See Development Agreement.*

Annexation Option: *See Development Agreement.*

Amendment Reservation: Nothing contained herein shall prevent the Undeveloped Property from being dedicated to a conservation easement or sale to a conservation entity or any other similar use and including any common area dedicated to a new subdivision(s) or separate subdivided parcel of the Undeveloped Property. The Grantee is granted the right to amend or remove any or all the Undeveloped Restrictions herein to comply with the requirements of any such use.

Use Restrictions: Except as otherwise allowed in the Undeveloped Restrictions, the Undeveloped Property shall be used as single family residential property and personal agricultural purposes. No commercial enterprise including high density development or commercial animal, or commercial agricultural operation shall be maintained on the Undeveloped Property. No trailer park, apartments, multifamily residences shall be allowed. *See Development Agreement.*

Forest Management Allowed: *See Development Agreement.* See attached EXHIBIT C.

Buildings: All buildings erected shall be following applicable building, zoning, and health codes of the State of North Carolina. All buildings erected shall be finished and all construction debris removed within twenty-four (24) months of commencement of construction.

Residential Structures: Any home erected shall have a minimum of 1800 square feet of heated area, with a minimum of 1200 square feet of heated area on the main level, excluding, but not limited to garages, carports, decks, porches. All exposed block shall be covered in rock, brick and/or stucco. Rentals are restricted to a one year minimum. Weekly rentals are allowed above 3200 feet elevation not be accessed by and are restricted to no use in any way of any roads in the Subdivision. Colors shall be earth tone or white. One cabin is allowed to be constructed on the Undeveloped Property which must be placed at an elevation of over 3200 feet and shall not be accessed by the roads in the Subdivision. Said cabin must have a minimum of 1200 square feet of heated space.

Hunting: Hunting on the Undeveloped Property is allowed by the owners of the Undeveloped Property which shall be limited so as to not be a nuisance or danger to the other owners of the Undeveloped Property and the Subdivision. Such hunting shall be permitted at a safe distance from any Lot in the Subdivision or any tract of land sold from the Undeveloped Property to a Third Party. The Grantee is granted the right to revoke this right to hunt.

Nuisances: All buildings, fences, and grounds of the Undeveloped Property shall be maintained in a neat and orderly manner at all times. Refuse piles, trash, scrap metals, non-operative vehicles, old household appliances and equipment not associated with farming shall not be allowed to be placed or maintained on the Undeveloped Property. All oil and/or gas tanks shall be buried or hidden with an enclosed wooden fence or landscaping shrubbery. Shooting ranges or continuous discharge of firearms are prohibited.

Land Clearing and Excavating: No clear cutting shall be permitted on the Undeveloped Property except for the purposes of constructing roads, installing utilities, and clearing for home sites or yards, and other permitted purposes in the Undeveloped Restrictions. Excavation shall be done in a manner to maintain proper drainage, prevent erosion, and in no way to cause adverse environmental detriment. No mineral exploration or mining will be allowed.

Animals: All animals must be constrained and maintained in a healthful condition. No livestock, swine or any other animal which would constitute a private or public smell or nuisance shall be allowed on the Undeveloped Property. No exotic pets such as lions, tigers, etc. shall be permitted.

Temporary Structures: *See Development Agreement.*

EASEMENTS

The Developed Property and Undeveloped Property are served by private roads as their appurtenant right for the purposes of access to the public road known as Bruce Road (SR-1354) and for access to utilities, the same being created whether by express dedication in specific recordings, or in deeds of out-conveyance, or on plats, or physically in existence ("Easements") which are located within the Subdivision, and the Grantee has the right to use and grant the Easements to other persons or entities for the Developed Property and Undeveloped Property as set forth in the Subdivision Restrictions and the Assignments of the Declarant Rights to the Association and the Grantee ("Declarant Rights Assignments"), both of which were recorded the same date as this deed and they are incorporated by reference herein.

The Grantee's Easements are perpetual, appurtenant, non-exclusive easements for ingress, egress, regress, and utilities. The term "utilities" includes all generally accepted electronic utilities such as broadband, fiber optic, high-speed internet, and related technology.

Grant and Reservation of Easements by the Grantee. The Grantee is granted and does reserve all Easements within the Subdivision. The Grantee and its successors and assigns shall be responsible for helping maintain any right of way or easement used by the Grantee, its successors and assigns, in accordance with the Maintenance provisions in the Development Agreement.

DECLARANT RIGHTS

The Grantor assigns all Reserved Declarant Rights in the Subdivision Restrictions to the Grantee as set forth in the Declarant Rights Assignments.

AGREEMENTS RUN WITH THE LAND

The covenants, promises, obligations, and rights set forth herein are appurtenant to and shall run and pass with the title to every Lot within the Subdivision, and also with the Developed Property and Undeveloped Property, and shall inure to the benefit of and be binding on the Parties, their heirs, successors and assigns, and any future owner, purchaser, mortgagee, beneficiary under a deed of trust and other person or entity having an interest in said lands, or any part or portion thereof (subject, however, to the Enforceability Exceptions in the Development Agreement where applicable).

EXHIBIT C**Mountain Park Forest Management Plan****Foreword**

As a condition of the purchase of the remainder of Mountain Park properties from the two entities of Gabriel Creek Development, Inc. and Gabriel Creek Investors, LLC to Russell Blevins and or assigns who are purchasing the property from the sellers, a forest management plan is required as part of this transaction. This is the Forest Management Plan.

Background

Mountain Park was purchased as a development venture by the two seller entities in the early 2000's. and has been developed to the point it is today.

Several lots have been previously sold and in fact there are several houses in the development. However, there are several recorded unsold lots that will be sold to the buyers, and this is not part of the forest management plan. These lots are subject to the restrictions of Mountain Park and will not be timbered except for the creation of home sites according to the restrictions.

There are also surveyed, unrecorded, and recorded lots along Red Sky Ridge Road, Cabin Creek Trail, Rising Sun & Whispering Woods Path. These lots will not be timbered.

This leaves approximately 400 acres plus or minus of undeveloped timber land and this is the area of the management plan. Please see the map for detail.

Timber Condition

The timber apparently has not been logged since the American Chestnut died in the 1930's and 1940's. Certainly, the timber was logged during or just after that time. The result of this is the upper stands on the property are primarily mature Red Oak, White Oak, Yellow Poplar, Hickory and other assorted hardwoods. A

few ridges have White Pine on the drier sites but overall, this is a small percentage of the tract. All this timber is mature to very overmature and wind throw is occurring throughout all these sections and will only get worse.

The valleys/hollows have an abundance of yellow poplar that are not as old as the upland part of the tract. These are most certainly old crops of pasture fields that have long ago been abandoned and allowed to reforest.

Timbering plan

There are old logging roads throughout the property from when the timber was harvested. The old roads will be utilized to the extent possible

No lots will be timbered.

A buffer of 200 feet will be observed along all lot lines of properties that have been sold or recorded at closing date.

Streamside management zones will be observed by best management practices.

No timber will go down the development roads except for the clearing operations for house construction of homes on these lots.

Timber will be sold only in approximately 50-to-70-acre sections.

Timbering will begin on the top of the property and will go out on another route other than Mountain Park subdivision roads.

Timbering will be managed, and all Best Management Practices will be observed, such as hydro seeding all major logging roads, water bars, etc....

Per restriction no logging will occur before 8 am and not on the weekends. Unless otherwise approved by the Mountain Park HOA

The timber is to be harvested as a diameter limit harvest down to a stump diameter of 18 inches. The only exception to this is the removal of any damaged trees from the falling of trees by the timbering operation, trees removed for roads/ trails, dead or dying trees and cull trees. Tops will be utilized for pulpwood or firewood during the timbering operation.

All major roads/ trails will be hydro seeded as soon as practical, but no longer than 30 days after timbering operations on those trails when completed.

All debris will be removed from all major roads/trails to allow access to the property for recreational and firefighting efforts for these purposes.

No through traffic will be allowed through the property to Mountain Park Roads. from the temporary easement needed for timbering operations.

Care will be taken to protect the view scape of the property.

The Mountain Park Homeowners Association may at their sole discretion hire a N.C. registered forester to be approved by both the owners of the property being timbered and the HOA to inspect the timbering operations from time to time to insure all the above requirements are in compliance with this plan. The N.C. registered forester, if hired by the HOA, will be the only person authorized to offer suggestions and point out violations to the owners of the property being timbered.

Gabriel Creek Development, Inc. Sammie Powell President:

DocuSigned by:

Sammie Powell

Date: 4/10/2023

DocuSigned by:

95CA169BA54E4CF...

Gabriel Creek Investors Sammie Powell Manager:

Sammie Powell

Date: 4/10/2023

DocuSigned by:

95CA169BA54E4CF...

Russell Blevins & or Assigns Buyer:

Russell Blevins

Date: 4/10/2023

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