FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 JAN 26 01:09 PM
BK:19936 PG:818-834 FEE:$0.00

INSTRUMENT # 2006015862

2006015862

STATE OF NORTH CAROLINA **PIN Number 15104101**
MECKLENBURG COUNTY
SPO File Number 60-X
After recording return to: Blane Rice, State Property Office
1321 Mail Service Center, Raleigh, NC 27699-1321

PERMANENT CONSERVATION EASEMENT
Little Sugar Creek Restoration Project in Freedom Park

THIS CONSERVATION EASEMENT is made this 23rd day of January, 2006, by **Mecklenburg County**, a political subdivision of the State of North Carolina, having an address of 600 East Fourth Street, Charlotte, NC 28202 ("**Grantor**"), to the **State of North Carolina**, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations 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:

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

WHEREAS, pursuant to the provisions of North Carolina General Statute §143-214.8 et seq., two of the components of the Ecosystem Enhancement Program are (1) restoration and perpetual maintenance of wetlands, riparian areas, and surface waters and (2) land ownership and management; and

WHEREAS, Grantor owns in fee-simple that certain parcel of land known as **Freedom Park**, lying, and being in Mecklenburg County, North Carolina, having been transferred from the City of Charlotte, a municipal corporation, hereinafter known as

16 MH

"City", by North Carolina Special Warranty Deed dated September 12, 1997 and recorded on Book 09276, Pages 0437 to 0458, hereinafter known as **The Land**;

WHEREAS, Grantor is willing to grant this Permanent Conservation Easement to Grantee on and over a portion of The Land, thereby restricting and limiting the use of said property on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such easement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Permanent Conservation Easement for the benefit of the people of North Carolina, of the nature and character and to the extent hereinafter set forth**, over, on, and beneath a portion of The Land**, said portion hereinafter known as the **Protected Property**, and being all of the tract of land as identified as Conservation Easement Area, 13.115 acres as shown on a plat of survey entitled **"Conservation Easement Survey for the State of North Carolina, Ecosystem Enhancement Program, Little Sugar Creek at Freedom Park" dated May 26, 2005, certified by Jackie G. Duncan, NCPLS No. L-3412. Protected Property** is more particularly described on **Exhibit "A"** attached hereto and hereby made a part of this document.

A. PURPOSE

The purpose of this Conservation Easement is to maintain, restore, enhance, and create a wetland and/or riparian resource on the Protected Property that contributes to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Protected Property in its restored condition, consistent with these purposes; and to prevent any use of the Protected Property that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

II. WARRANTY PERIOD

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor. For purposes of this easement, **warranty period** is hereby defined as a five-year period beginning with completion of construction of the improvements by Grantee and ending after a five-year period. If success criteria are not met within five years, the warranty period will be extended until success criteria are met based on written approval by the US Army Corp of Engineers. During the warranty period, Grantee shall be solely responsible for project maintenance and monitoring. However, Grantor may, at the discretion of the Grantee, participate in maintenance activities. After the warranty period, Grantor may, at its sole discretion, maintain the project in the same functional state as existed on the last day of the warranty period.

III. RESTRICTED ACTIVITIES

Upon completion of a constructed restoration project on the Protected Property, the Protected Property shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. The following specific uses are prohibited, restricted, or reserved as indicated:

A. **Agricultural Use.** Agricultural use of the Protected Property including use for cropland, waste lagoons, or pastureland is prohibited.

B. **Industrial Use.** Industrial activities are prohibited on the Protected Property.

C. **Residential Use.** Residential use of the Protected Property is prohibited.

D. **Commercial Use.** Commercial activities are prohibited on the Protected Property.

E. **Subdivision.** Subdivision, partitioning, or dividing the Protected Property is prohibited.

F. **Development Rights.** No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

G. **New Construction.** There shall be no building, facility, mobile home, or other structure constructed or placed on the Protected Property. Grantor reserves the right to replace and enlarge the existing pedestrian/greenway bridges in accordance with Mecklenburg County greenway bridge standards. Bridge replacement will conform to current bridge alignments and be completed in a manner that will not damage the vegetation in the easement area to the greatest extent practicable. If bridge replacement damages adjacent vegetation, Grantor agrees to replace the vegetation during the planting season that follows completion of bridge construction with vegetative plantings that comply with mitigation plan specifications for the site.

H. **Signs.** No signs shall be permitted on the Protected Property except interpretive signs describing restoration activities and the conservation values of the Protected Property, signs identifying the owner of the Protected Property and the holder of the Conservation Easement, and signs giving directions or proscribing rules and regulations for the use of the Protected Property.

I. **Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance or machinery, or other material on the Protected Property is prohibited.

J. **Water Quality and Drainage Patterns.** Diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns by the Grantor shall be limited to the extent necessary for the protection and well-being and safety of the general public, including property and the proper function of the Protected Property. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the Protected Property by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides on the Protected Property by the Grantor shall be limited to the extent necessary for the protection and well being and safety of the general public, including property and the proper function of the Protected Property. Grantor shall be permitted to periodically drain the adjacent park lake for maintenance purposes by diverting or pumping the lake water across the protected property so long as such action does not diminish the Conservation Values.

K. **Grading, Mineral Use, Excavation, Dredging.** Grading, filling, excavating, dredging, mining, drilling or the removal of topsoil, sand, gravel, rock, peat, minerals, or other materials on or from the Protected Property by the Grantor shall be limited to the extent necessary for the protection and well being and safety of the general public, including property and the proper function of the Protected Property.

L. **Vegetative Cutting.** Cutting, removal, mowing, harming, or destruction of any vegetation on the Protected Property by the Grantor shall be limited to the extent necessary for the protection, well-being and safety of Grantor, the Grantor's property, and for the protection, well-being and safety of the general public, including the proper functioning of the Protected Property. Mowing of grass within three feet of greenway trail surface areas in the Protected Property shall be permitted to maintain park aesthetics.

M. **Utilities.** Through, over, under and across the Protected Properties, the following conditions shall apply:

1) All existing utility easements and facilities are exempt from the requirements described below.

2) Pipeline and utility line construction will be minimized to the greatest extent reasonably practicable.

3) All disturbed facilities; features and vegetation will be restored to their original condition to the greatest extent reasonably practicable. Due to the environmental sensitivity of the Protected Property, disturbed and removed vegetation in access areas, staging areas, constructed areas, excluding the permanent utility easement, will be replaced with native

herbaceous species such that the Protected Property achieves a rapid recovery from the disturbance. The permanent utility easement will be re-vegetated with suitable grass vegetation.

4) Corridor and clearing width for both crossings and parallel construction will be limited to the minimum necessary to construct the needed facilities, subject to line size, equipment size and work zone. The temporary construction easements will be re-vegetated with native herbaceous species at the completion of construction.

5) Utility construction will minimize the disturbance of structures used for grade control, habitat and bank stabilization. If disturbance occurs in order to provide service, the structure will be restored to its original condition to the greatest extent reasonably practicable.

6) Permanent utility easement corridors will be minimized to the greatest extent reasonably practicable and are limited to the widths indicated in North Carolina Special Warranty Deed dated September 12, 1997 and recorded on Book 09276, Pages 0437 to 0458.

7) Vegetative clearing and general construction disturbance will be minimized to the greatest extent reasonably practicable.

8) Crossings will be perpendicular to the greatest extent reasonably practicable.

9) Crossings will be accomplished by drilling, boring and jacking methods to the greatest extent reasonably practicable. When crossings must be constructed using open trench excavation, temporary discharge of excavated or fill material will be minimized in both quantity and duration to the greatest extent reasonably practicable.

10) Erosion control devices shall be utilized to contain all disturbed materials and will conform to State requirements. Crossing of the waterway, wetland or other water feature will be accomplished in a timely manner such that environmental and flooding impact is minimized to the greatest extent reasonably practicable.

11) Depth of underground construction shall be to a sufficient depth to avoid future exposure due to scouring to the greatest extent reasonably practicable.

12) Utilities constructed parallel to stream corridors will be a minimum of twenty (20) feet from the top of streambank unless explicit exception is granted. The area between the utility and the top of streambank shall remain undisturbed except at crossings.

The Grantee, and authorized representatives of the Grantee, shall have the right to enter the Protected Property at all reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Protected Property. These activities include planting of native trees, shrubs and herbaceous vegetation except within permanent utility easements, 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. All grading and filling operations and use of heavy equipment in and across the permanent utility easements will require prior approval of the utility in order to ensure no damage is done to the utility facilities. In addition, the Grantee, and authorized representatives of the Grantee, shall have the right to enter the Protected Property at all reasonable times for the purpose of inspecting said property to determine if the Grantor is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is consistent with the purposes of this Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the Grantee.

IV. MAINTENANCE AND OTHER PERMISSIBLE ACTIVITIES

A. The Grantor, at the sole discretion of the Grantor, may refrain from any and all maintenance if, in the belief of the Grantor, a project initiated under this Agreement is progressing through a natural evolutionary succession that may or may not include vegetation, subterranean water, surface water and wildlife diversity.

B. Grantor allowable actions may include, but are not limited to, blockage removal, debris removal, removal of excess vegetation, clearing of undesirable vegetation and nuisance species, replacement of dead or damaged vegetation, planting of native tree species, installation of flood control measures, installation or removal of any or all facilities should their function threaten the health and well being of the general public, maintenance of the creek drainage system to continue to provide flood management, and the installation, maintenance, and replacement of greenway trails and boardwalks and bridges for public benefit and education.

C. In the event of a natural disaster or civil strife, Grantee during the warranty period and Grantor after the warranty period may elect to not restore a project initiated under this Agreement to a functional condition.

V. ENFORCEMENT AND REMEDIES

A. In the event that Grantee determines that Grantor has violated or is threatening to violate any of these terms, conditions, or restrictions, the Grantee may institute a

suit to enjoin such violation and if necessary, to require the restoration of the Protected Property to its prior condition at the Grantor's expense.

B. No failure on the part of Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

VI. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of North Carolina General Statute §143-214.8 et seq., the Ecosystem Enhancement Program.

B. This instrument sets forth the entire agreement of the parties with respect to the Permanent Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Permanent Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown below or to other address(es) as either party establishes in writing upon notification to the other:

GRANTOR
Mecklenburg County
County Manager
600 East Fourth Street
Charlotte, NC 28202

GRANTEE
State of North Carolina
State Property Office
116 West Jones Street
Raleigh, NC 27603-8003

D. Grantor shall notify Grantee in writing of the name and address of any party to whom the Protected Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Protected Property is conveyed subject to the Conservation Easement herein created.

VII. QUIET ENJOYMENT

Grantor reserves all rights accruing from ownership of the Protected Property, including the right to engage in or permit or invite others to engage in those uses of the Protected Property that are not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, Grantor expressly reserves to Grantor, and Grantor's heirs, successors, assigns, invitees and licensees, the right of access to the Protected Property, and the right of quiet enjoyment of the Protected Property.

TO HAVE AND TO HOLD the said rights and easements perpetually unto the State of North Carolina, its successors and assigns, forever, for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said Protected Property in fee and have the right to convey the permanent easement herein granted; and that it will warrant and defend title to same against the claims of all persons whomsoever, except for holders of prior encumbrances.

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.

GRANTOR:

MECKLENBURG COUNTY

By: _____ **(SEAL)**
Harry L. Jones, Sr. County Manager

ATTEST:

By: _____ **(SEAL)**
Clerk to the Board of County Commissioners of Mecklenburg County

NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Tangela A. White, Notary Public, do hereby certify that Janice S. Paige, personally appeared before me this day and acknowledged that he/she is Clerk to the Board of County Commissioners of Mecklenburg County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its County Manager, sealed with its County seal, and attested by him/herself as its Clerk to the Board.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 23rd day of January, 2006.

Tangela A. White
Notary Public

My commission expires:

January 5, 2010

TANGELA A. WHITE NOTARY PUBLIC MECKLENBURG COUNTY, NC

Exhibit "A"

CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA ECOSYSTEM ENHANCEMENT PROGRAM LITTLE SUGAR CREEK AT FREEDOM PARK DESCRIPTION

BEGINNING at the south corner of the west most bridge pier on the southerly side of East Boulevard of the bridge over Little Sugar Creek, said point being on the Southerly right of way East Boulevard (Variable Public Right Of Way) and being in the bounds of a Mecklenburg County, North Carolina park known as "FREEDOM PARK" as recorded in the Register of Deeds for Mecklenburg County in DEED BOOK 9276 PAGE 437 and having North Carolina Grid Coordinates with a Northing of 531,441.76(NAD 83) and Easting of 1,450,783.09(NAD 83)

THENCE South 37 degrees 32 minutes 20 seconds East for a distance of 45.77 feet to a PK Nail set;
THENCE South 13 degrees 55 minutes 32 seconds West for a distance of 32.51 feet to an Iron Rod set;
THENCE South 46 degrees 14 minutes 57 seconds West for a distance of 120.58 feet to an Iron Rod set;
THENCE South 41 degrees 58 minutes 13 seconds East for a distance of 18.57 feet to an Iron Rod set;
THENCE South 48 degrees 01 minutes 37 seconds West for a distance of 402.13 feet to an Iron Rod set;
THENCE South 38 degrees 38 minutes 10 seconds West for a distance of 40.28 feet to an Iron Rod set;
THENCE South 55 degrees 36 minutes 02 seconds West for a distance of 81.78 feet to an Iron Rod set;
THENCE South 40 degrees 35 minutes 23 seconds West for a distance of 33.66 feet to an Iron Rod set;
THENCE South 33 degrees 46 minutes 15 seconds West for a distance of 12.51 feet to an Iron Rod set;
THENCE South 25 degrees 27 minutes 50 seconds East for a distance of 12.60 feet to an Iron Rod set;
THENCE South 54 degrees 29 minutes 46 seconds West for a distance of 74.54 feet to an Iron Rod set;
THENCE South 34 degrees 46 minutes 06 seconds West for a distance of 77.52 feet to an Iron Rod set;
THENCE South 36 degrees 15 minutes 19 seconds West for a distance of 94.20 feet to an Iron Rod set;
THENCE South 10 degrees 33 minutes 50 seconds West for a distance of 18.22 feet to an Iron Rod set;
THENCE South 18 degrees 43 minutes 04 seconds East for a distance of 30.57 feet to an Iron Rod set;
THENCE South 09 degrees 10 minutes 00 seconds West for a distance of 56.01 feet to an Iron Rod set;

THENCE South 19 degrees 33 minutes 46 seconds West for a distance of 62.75 feet to an Iron Rod set;
THENCE South 28 degrees 06 minutes 05 seconds West for a distance of 114.24 feet to an Iron Rod set;
THENCE South 37 degrees 08 minutes 00 seconds West for a distance of 44.09 feet to an Iron Rod set;
THENCE South 55 degrees 18 minutes 50 seconds West for a distance of 74.55 feet to an Iron Rod set;
THENCE South 36 degrees 57 minutes 32 seconds West for a distance of 23.13 feet to an Iron Rod set;
THENCE South 35 degrees 16 minutes 51 seconds West for a distance of 90.09 feet to an Iron Rod set;
THENCE South 41 degrees 21 minutes 05 seconds West for a distance of 80.16 feet to an Iron Rod set;
THENCE South 23 degrees 46 minutes 32 seconds West for a distance of 31.03 feet to an Iron Rod set;
THENCE South 16 degrees 16 minutes 42 seconds West for a distance of 29.82 feet to an Iron Rod set;
THENCE South 07 degrees 17 minutes 54 seconds West for a distance of 74.19 feet to an Iron Rod set;
THENCE South 16 degrees 54 minutes 50 seconds West for a distance of 43.53 feet to an Iron Rod set;
THENCE South 32 degrees 50 minutes 56 seconds West for a distance of 89.84 feet to an Iron Rod set;
THENCE South 49 degrees 42 minutes 05 seconds West for a distance of 20.86 feet to an Iron Rod set;
THENCE South 68 degrees 38 minutes 59 seconds West for a distance of 47.33 feet to an Iron Rod set;
THENCE South 64 degrees 18 minutes 06 seconds West for a distance of 37.19 feet to an Iron Rod set;
THENCE South 35 degrees 04 minutes 26 seconds West for a distance of 28.13 feet to an Iron Rod set;
THENCE South 27 degrees 32 minutes 31 seconds West for a distance of 80.80 feet to an Iron Rod set;
THENCE South 45 degrees 30 minutes 08 seconds West for a distance of 42.71 feet to an Iron Rod set;
THENCE North 80 degrees 29 minutes 08 seconds West for a distance of 32.24 feet to an Iron Rod set;
THENCE North 88 degrees 32 minutes 08 seconds West for a distance of 23.54 feet to an Iron Rod set;
THENCE South 65 degrees 19 minutes 12 seconds West for a distance of 35.09 feet to an Iron Rod set;
THENCE North 66 degrees 46 minutes 18 seconds West for a distance of 23.06 feet to a PK Nail set;
THENCE South 33 degrees 27 minutes 29 seconds West for a distance of 12.30 feet to an Iron Rod set;

THENCE South 54 degrees 53 minutes 34 seconds East for a distance of 27.39 feet to an Iron Rod set;
THENCE North 87 degrees 10 minutes 49 seconds East for a distance of 14.13 feet to an Iron Rod set;
THENCE North 61 degrees 22 minutes 15 seconds East for a distance of 23.83 feet to an Iron Rod set;
THENCE South 89 degrees 38 minutes 55 seconds East for a distance of 28.53 feet to an Iron Rod set;
THENCE South 17 degrees 32 minutes 43 seconds East for a distance of 10.94 feet to an Iron Rod set;
THENCE South 46 degrees 26 minutes 39 seconds West for a distance of 120.93 feet to an Iron Rod set;
THENCE South 35 degrees 27 minutes 14 seconds West for a distance of 23.29 feet to an Iron Rod set;
THENCE South 22 degrees 31 minutes 36 seconds West for a distance of 34.55 feet to an Iron Rod set;
THENCE South 14 degrees 39 minutes 38 seconds West for a distance of 28.08 feet to an Iron Rod set;
THENCE South 03 degrees 43 minutes 34 seconds West for a distance of 105.78 feet to an Iron Rod set;
THENCE South 05 degrees 19 minutes 38 seconds West for a distance of 41.94 feet to an Iron Rod set;
THENCE South 23 degrees 50 minutes 05 seconds West for a distance of 40.24 feet to an Iron Rod set;
THENCE South 43 degrees 11 minutes 26 seconds West for a distance of 61.72 feet to an Iron Rod set;
THENCE South 50 degrees 33 minutes 26 seconds West for a distance of 59.38 feet to an Iron Rod set;
THENCE South 58 degrees 18 minutes 19 seconds West for a distance of 25.34 feet to an Iron Rod set;
THENCE South 50 degrees 07 minutes 25 seconds West for a distance of 20.83 feet to an Iron Rod set;
THENCE South 24 degrees 47 minutes 42 seconds West for a distance of 21.61 feet to an Iron Rod set;
THENCE South 09 degrees 00 minutes 59 seconds West for a distance of 60.31 feet to an Iron Rod set;
THENCE South 01 degrees 18 minutes 09 seconds West for a distance of 26.59 feet to an Iron Rod set;
THENCE South 05 degrees 31 minutes 14 seconds West for a distance of 52.29 feet to an Iron Rod set;
THENCE South 15 degrees 10 minutes 47 seconds West for a distance of 54.69 feet to an Iron Rod set;
THENCE South 16 degrees 30 minutes 37 seconds West for a distance of 134.38 feet to an Iron Rod set;
THENCE South 23 degrees 15 minutes 06 seconds West for a distance of 22.79 feet to an Iron Rod set;

THENCE South 29 degrees 39 minutes 12 seconds West for a distance of 57.14 feet to an Iron Rod set;
THENCE South 24 degrees 49 minutes 45 seconds West for a distance of 119.29 feet to an Iron Rod set;
THENCE South 29 degrees 31 minutes 43 seconds West for a distance of 43.72 feet to an Iron Rod set;
THENCE South 34 degrees 17 minutes 54 seconds West for a distance of 37.41 feet to an Iron Rod set;
THENCE South 32 degrees 30 minutes 37 seconds West for a distance of 19.25 feet to an Iron Rod set;
THENCE South 28 degrees 31 minutes 07 seconds West for a distance of 24.54 feet to an Iron Rod set;
THENCE South 19 degrees 37 minutes 35 seconds West for a distance of 69.53 feet to an Iron Rod set;
THENCE South 45 degrees 47 minutes 58 seconds West for a distance of 19.55 feet to an Iron Rod set;
THENCE South 59 degrees 59 minutes 18 seconds West for a distance of 32.06 feet to an Iron Rod set;
THENCE North 71 degrees 53 minutes 56 seconds West for a distance of 24.81 feet to an Iron Rod set;
THENCE South 19 degrees 06 minutes 19 seconds West for a distance of 15.55 feet to an Iron Rod set;
THENCE South 78 degrees 14 minutes 45 seconds East for a distance of 17.03 feet to an Iron Rod set;
THENCE South 32 degrees 28 minutes 40 seconds West for a distance of 11.14 feet to an Iron Rod set;
THENCE South 13 degrees 42 minutes 28 seconds West for a distance of 11.79 feet to an Iron Rod set;
THENCE South 04 degrees 19 minutes 28 seconds East for a distance of 15.30 feet to an Iron Rod set;
THENCE South 12 degrees 11 minutes 06 seconds East for a distance of 21.40 feet to an Iron Rod set;
THENCE South 17 degrees 39 minutes 09 seconds East for a distance of 18.43 feet to an Iron Rod set;
THENCE South 25 degrees 48 minutes 12 seconds East for a distance of 28.25 feet to an Iron Rod set;
THENCE South 15 degrees 20 minutes 48 seconds East for a distance of 45.16 feet to an Iron Rod set;
THENCE South 19 degrees 50 minutes 27 seconds East for a distance of 25.42 feet to an Iron Rod set;
THENCE South 31 degrees 54 minutes 10 seconds East for a distance of 22.93 feet to an Iron Rod set;
THENCE South 41 degrees 41 minutes 48 seconds East for a distance of 61.11 feet to an Iron Rod set;
THENCE South 10 degrees 56 minutes 09 seconds East for a distance of 55.75 feet to an Iron Rod set;

THENCE South 20 degrees 58 minutes 13 seconds East for a distance of 38.58 feet to an Iron Rod set;
THENCE South 08 degrees 29 minutes 59 seconds East for a distance of 44.62 feet to an Iron Rod set;
THENCE South 00 degrees 53 minutes 14 seconds West for a distance of 24.93 feet to an Iron Rod set;
THENCE South 20 degrees 01 minutes 09 seconds West for a distance of 30.82 feet to an Iron Rod set;
THENCE South 33 degrees 42 minutes 24 seconds West for a distance of 93.29 feet to an Iron Rod set;
THENCE South 43 degrees 42 minutes 50 seconds West for a distance of 70.37 feet to an Iron Rod set;
THENCE South 48 degrees 35 minutes 59 seconds West for a distance of 27.65 feet to an Iron Rod set;
THENCE South 43 degrees 23 minutes 09 seconds West for a distance of 28.23 feet to an Iron Rod set;
THENCE South 37 degrees 33 minutes 46 seconds West for a distance of 25.98 feet to an Iron Rod set;
THENCE South 30 degrees 02 minutes 57 seconds West for a distance of 19.19 feet to an Iron Rod set;
THENCE South 16 degrees 26 minutes 45 seconds West for a distance of 22.36 feet to an Iron Rod set;
THENCE North 75 degrees 58 minutes 51 seconds West for a distance of 76.89 feet to an Iron Rod set;
THENCE North 76 degrees 00 minutes 10 seconds West for a distance of 76.74 feet to an Iron Rod set;
THENCE North 22 degrees 59 minutes 52 seconds East for a distance of 69.09 feet to an Iron Rod set;
THENCE North 09 degrees 04 minutes 36 seconds East for a distance of 145.15 feet to an Iron Rod set;
THENCE North 01 degrees 01 minutes 55 seconds West for a distance of 156.98 feet to an Iron Rod set;
THENCE South 86 degrees 57 minutes 18 seconds East for a distance of 19.33 feet to an Iron Rod set;
THENCE North 09 degrees 55 minutes 25 seconds East for a distance of 163.10 feet to an Iron Rod set;
THENCE North 00 degrees 35 minutes 24 seconds East for a distance of 63.67 feet to an Iron Rod set;
THENCE North 36 degrees 20 minutes 03 seconds East for a distance of 60.02 feet to an Iron Rod set;
THENCE North 25 degrees 53 minutes 50 seconds East for a distance of 12.45 feet to an Iron Rod set;
THENCE North 19 degrees 11 minutes 20 seconds West for a distance of 16.89 feet to an Iron Rod set;
THENCE North 34 degrees 41 minutes 47 seconds East for a distance of 48.77 feet to an Iron Rod set;

THENCE North 19 degrees 14 minutes 47 seconds East for a distance of 240.59 feet to an Iron Rod set;
THENCE North 34 degrees 32 minutes 09 seconds East for a distance of 212.51 feet to an Iron Rod set;
THENCE North 14 degrees 28 minutes 26 seconds East for a distance of 105.00 feet to an Iron Rod set;
THENCE North 19 degrees 08 minutes 34 seconds West for a distance of 50.28 feet to an Iron Rod set;
THENCE North 03 degrees 18 minutes 18 seconds East for a distance of 64.90 feet to an Iron Rod set;
THENCE North 19 degrees 35 minutes 14 seconds East for a distance of 70.38 feet to an Iron Rod set;
THENCE North 36 degrees 14 minutes 38 seconds East for a distance of 96.51 feet to an Iron Rod set;
THENCE North 24 degrees 16 minutes 23 seconds East for a distance of 127.62 feet to an Iron Rod set;
THENCE North 29 degrees 59 minutes 25 seconds East for a distance of 87.86 feet to an Iron Rod set;
THENCE North 23 degrees 00 minutes 02 seconds East for a distance of 165.49 feet to an Iron Rod set;
THENCE North 33 degrees 28 minutes 28 seconds East for a distance of 51.67 feet to an Iron Rod set;
THENCE South 60 degrees 15 minutes 15 seconds East for a distance of 23.05 feet to an Iron Rod set;
THENCE North 37 degrees 24 minutes 32 seconds East for a distance of 10.80 feet to an Iron Rod set;
THENCE North 21 degrees 16 minutes 34 seconds West for a distance of 12.95 feet to an Iron Rod set;
THENCE North 30 degrees 49 minutes 19 seconds East for a distance of 87.55 feet to an Iron Rod set;
THENCE South 57 degrees 40 minutes 50 seconds East for a distance of 10.23 feet to an Iron Rod set;
THENCE North 34 degrees 00 minutes 06 seconds East for a distance of 147.64 feet to an Iron Rod set;
THENCE North 33 degrees 57 minutes 13 seconds East for a distance of 138.71 feet to an Iron Rod set;
THENCE North 58 degrees 11 minutes 16 seconds West for a distance of 17.57 feet to an Iron Rod set;
THENCE North 34 degrees 16 minutes 21 seconds East for a distance of 77.80 feet to an Iron Rod set;
THENCE South 54 degrees 59 minutes 52 seconds East for a distance of 8.06 feet to an Iron Rod set;
THENCE North 34 degrees 46 minutes 04 seconds East for a distance of 69.88 feet to an Iron Rod set;
THENCE North 43 degrees 20 minutes 49 seconds East for a distance of 17.59 feet to an Iron Rod set;

THENCE North 48 degrees 02 minutes 59 seconds East for a distance of 17.39 feet to an Iron Rod set;
THENCE North 35 degrees 26 minutes 06 seconds East for a distance of 42.78 feet to an Iron Rod set;
THENCE South 55 degrees 38 minutes 55 seconds East for a distance of 5.01 feet to an Iron Rod set;
THENCE North 34 degrees 10 minutes 21 seconds East for a distance of 151.73 feet to an Iron Rod set;
THENCE North 50 degrees 40 minutes 46 seconds West for a distance of 6.31 feet to an Iron Rod set;
THENCE North 33 degrees 59 minutes 15 seconds East for a distance of 295.32 feet to an Iron Rod set;
THENCE North 33 degrees 58 minutes 25 seconds East for a distance of 97.97 feet to an Iron Rod set;
THENCE North 36 degrees 09 minutes 26 seconds East for a distance of 97.22 feet to an Iron Rod set;
THENCE North 43 degrees 14 minutes 19 seconds East for a distance of 60.18 feet to an Iron Rod set;
THENCE North 48 degrees 00 minutes 20 seconds East for a distance of 61.03 feet to an Iron Rod set;
THENCE North 70 degrees 36 minutes 45 seconds East for a distance of 9.49 feet to an Iron Rod set;
THENCE North 34 degrees 46 minutes 16 seconds East for a distance of 10.27 feet to an Iron Rod set;
THENCE North 46 degrees 38 minutes 33 seconds East for a distance of 46.31 feet to an Iron Rod set;
THENCE North 36 degrees 51 minutes 51 seconds East for a distance of 27.72 feet to an Iron Rod set;
THENCE North 49 degrees 38 minutes 21 seconds East for a distance of 78.90 feet to an Iron Rod set;
THENCE North 46 degrees 33 minutes 58 seconds East for a distance of 192.52 feet to an Iron Rod set;
THENCE North 56 degrees 22 minutes 19 seconds East for a distance of 73.58 feet to an Iron Rod set;
THENCE North 49 degrees 30 minutes 49 seconds East for a distance of 42.82 feet to an Iron Rod set;
THENCE North 45 degrees 16 minutes 52 seconds East for a distance of 41.69 feet to an Iron Rod set;
THENCE North 35 degrees 47 minutes 13 seconds East for a distance of 80.43 feet to an Iron Rod set;
THENCE North 51 degrees 32 minutes 32 seconds East for a distance of 13.18 feet to an Iron Rod set;
THENCE North 51 degrees 50 minutes 43 seconds East for a distance of 135.03 feet to the POINT OF BEGINNING, Together with and subject to covenants, easements, and restrictions of record. Said property contains 13.115 acres more or less.

JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording and/or cancellation.

****

Filed For Registration:	**01/26/2006 01:09 PM**
Book:	**RE 19936 Page: 818-834**
Document No.:	**2006015862**
	ESMT 17 PGS
Recorder:	**MAXINE HAITH**

2006015862