BOOK 2349 PAGE 27

RECORDED AND VERIFIED
LOIS J. MOORING
REGISTER OF DEEDS

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WAYNE COUNTY, NC
LOIS J MOORING REGISTER OF DEEDS
BK 2349 PG 276-289

14 pgs - 53.00

INDEXED

**STATE OF NORTH CAROLINA**

**CONSERVATION EASEMENT**

**WAYNE COUNTY**
**SPO File Number 96-AK**
Prepared by: Attorney General's Office
Property Control Section
After recording return to:
RETURN - Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

**THIS CONSERVATION EASEMENT,** made this 22nd day of June 2005, by and between the Housing Authority of the City of Goldsboro, NC, Grantor, and the State of North Carolina, Grantee, whose mailing address is State of North Carolina State Property Office, 116 West Jones Street, Raleigh, NC 27603-8003. 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 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 and preserving 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,** The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

**WHEREAS,** the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; and

**WHEREAS,** the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

**WHEREAS,** the acceptance of this instrument for and on behalf of the State of North Carolina has been granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

**WHEREAS,** Grantor owns in fee simple certain real property situated, lying, and being in Goldsboro Township, Wayne County, North Carolina (the "Protected Property"), and being more particularly described as that certain parcel of land containing a total of approximately 45.76 acres and being conveyed to the Grantor by deed recorded in **Deed Book 777 at Page 566 , Plat Cabinet G, Slide 137** of the Wayne County Registry, North Carolina; and further identified as PIN Numbers 12-2599-68-7977 and 12-2599-68-3028, and

**WHEREAS,** Grantor is willing to grant a Conservation Easement on the Protected Property, thereby restricting and limiting the use of the Protected Property to 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 Conservation Easement of the nature and character and to the extent hereinafter set forth, over a portion of the Protected Property, referred to hereafter as the Easement Area, for the benefit of the people of North Carolina, and being all of the tracts of land as identified as Tracts A, B, and C as shown on a plat of survey entitled "Survey for Conservation Easement on Property of Goldsboro Housing Authority and NC Department of Transportation got NC Ecosystem Enhancement Program" dated May 16, 2005, certified by Bobby Rex Kornegay, PLS, L-944, and **recorded in Plat Cabinet M, Slide 46-F, Wayne** County Registry. Tracts being more particularly described as follows and on Exhibit B attached hereto:

Tract A- 75,564 SF or 1.735 acres +/-
Tract B- 27,075 SF or 0.622 acres +/-
Tract C- 4,897 SF or 0.112 acres +/-

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

## I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

## II. RESERVED USES AND RESTRICTED ACTIVITES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. The following specific uses are prohibited, restricted, or reserved as indicated:

A. **Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited.
B. **Educational Uses.** The Grantor reserves the right to undeveloped educational uses and the right of access to the Easement Area for such purposes including organized educational activities such as site visits, studies, and observations.
C. **Vegetative Cutting.** Cutting, removal, mowing, harming, or destruction of any vegetation in the Easement Area by the Grantor shall be limited to the extent necessary for the protection, well-being and safety of Grantor, and Grantor's property, and for the protection, well-being and safety of the general public, including property and the proper functioning of the Easement Area.
D. **Industrial Use.** Industrial activities in the Easement Area are prohibited.
E. **Residential Use.** Residential use of the Easement Area is prohibited.
F. **Commercial Use.** Commercial activities in the Easement Area are prohibited.
G. **Agricultural Use.** Agricultural use of the Easement Area including use for cropland, waste lagoons, or pastureland is prohibited.
H. **New Construction.** There shall be no building, facility, mobile home, or other structure constructed or placed in the Easement Area.
I. **Signs.** No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, 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 Easement Area.
J. **Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance or machinery, or other material in the Easement Area is prohibited.
K. **Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.
L. **Water Quality and Drainage Patterns.** There shall be no 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. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited.
M. **Subdivision.** Subdivision, partitioning, or dividing the Easement Area is prohibited.
N. **Development Rights.** No development rights that 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.
O. **Utilities.** Through, over, under and across the Easement Area, 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 practicable.
3) All disturbed facilities, features and vegetation will be restored to their original condition. 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 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.

6) Permanent utility easement corridors will be minimized to the greatest extent practicable and are normally limited to thirty (30) feet in width depending upon pipeline size and depth. Exceptions, at the sole discretion of the Grantor to this limit are allowed in the usual cases of work to be done on very deeply buried utilities.

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

8) Crossings will be perpendicular whenever possible.

9) Crossings will be accomplished by drilling, boring and jacking methods where 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 practicable as determined by the Grantor.

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.

11) Depth of underground construction shall be to a sufficient depth to avoid future exposure due to scouring wherever possible.

12) Utilities constructed parallel to stream corridors will be a minimum of twenty (20) feet horizontally from the top of stream bank unless explicit exception is granted. The area between the utility and 20 feet wide area from the top of stream bank 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 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.

See attached letter of intent dated June 24, 2003 from the NC Wetlands Restoration Program, now known as NC Ecosystem Enhancement Program, is to be used as Exhibit A to this conservation easement when recorded. This letter addresses maintenance, expenses, and responsibilities.

Any areas of the Protected Property damaged as a result of Grantee's activities will be restored, at the expense of the Grantee, as near as possible to the condition that existed prior to such damage.

The Grantee, and authorized representatives of the Grantee, shall have the right to enter the Easement Area and shall have the right of reasonable ingress and egress to the Easement Area over 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 Easement Area. These activities include 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. In addition, the Grantee, and authorized representatives of the Grantee, shall have the right to enter the Easement Area and shall have the right of reasonable ingress and egress to the Easement Area over 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 easement rights granted herein do not include public access rights.

The Grantee shall not engage in activities that result in the elevation of the flood plain as defined on the date 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, NC Ecosystem Enhancement Program (formerly Wetlands Restoration Program), whose mailing address is 1652 Mail Service Center, Raleigh, NC 27699-1652.

## III. ENFORCEMENT AND REMEDIES

A. In the event that the Grantee determines that the 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 Easement Area to its prior condition at the expense of the Grantor.

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.

## IV. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of N.C. Gen Stat. ∋ 143-214.8 et seq., the Ecosystem Enhancement Program, formerly the Wetlands Restoration Program.

B. This instrument sets forth the entire agreement of the parties with respect to the 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 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 above or to other address(es) as either party establishes in writing upon notification to the other.

D. Grantor shall notify Grantee in writing of the name and address and 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.

## V. 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 only those uses of the Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Easement Area, and the right of quiet enjoyment of the Easement Area.

**TO HAVE AND TO HOLD** the said rights and easements perpetually unto Grantee for the aforesaid purposes.

**AND** Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent easement herein granted; that the same are free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

**IN TESTIMONY WHEREOF**, the Grantor has hereunto set his hand and seal, the day and year first above written,

**The Housing Authority of the City of Goldsboro, NC**

Gene D. Thomas (SEAL)

**Gene D. Thomas, Executive Director**

**NORTH CAROLINA**

**COUNTY OF** Wayne

I, Judy M. Aycock a Notary Public in and for the County and State aforesaid, do hereby certify that Gene D. Thomas, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the Housing Authority of the City of Goldsboro, NC.

**IN WITNESS WHEREOF**, I have hereunto set my hand and Notary Seal this the 4th day of August, ~~2003~~ 2005.

Judy M. Aycock
Notary Public

JUDY M. AYCOCK NOTARY PUBLIC WAYNE COUNTY, N.C.

My commission expires:

My Commission Expires January 29, 2008

NORTH CAROLINA – Wayne County
The foregoing certificate of Judy M. Aycock
a notary public is certified to be correct.
This instrument and this certification are duly registered at the date and time and in the book and page shown on the first page hereof.

LOIS J. MOORING, *Register of Deeds*

By Lois J. Mooring
~~Deputy/Assistant~~ *Register of Deeds*

North Carolina
Department of Environment and Natural Resources

Michael F. Easley, Governor
William G. Ross Jr., Secretary

NCDENR

June 24, 2003

**MEMORANDUM**

**To:** Mr. Gene D. Thomas, Executive Director
Housing Authority of the City of Goldsboro, NC

**From:** Kristin E. Miguez, Project Manager KEM
Wetlands Restoration Program

**Re:** Attached letter for the proposed stream restoration project

Attached please find an updated version of a letter that was previously sent to you on May 8, 2003 by Mr. Jason Guidry of this office. It is my understanding that the letter that was originally sent to you was not signed, and was therefore unacceptable. Please note that no changes have been made to this current letter other than updating the date and changing the contact information to indicate that I now serve as the Project Manager for the proposed project. If any other information is needed or requested, please contact me at (919) 716-1922 or Mr. Blane Rice at (919) 733-4346. Thank you and I look forward to working with you on this effort.

cc: Project File
Blane Rice, State Property Office

Exhibit A

(1)

Wetlands Restoration Program

1619 Mail Service Center
Raleigh, NC 27699-1617

320 West Jones Street
Raleigh, NC 27603

Phone: (919) 733-5208
Fax: (919) 733-5321

DENR Customer Service
1 (800) 623-7748

North Carolina
**Department of Environment and Natural Resources**

**Michael F. Easley, Governor**
**William G. Ross Jr., Secretary**

NCDENR

June 24, 2003

Housing Authority of the City of Goldsboro, NC
Attention: Mr. Gene D. Thomas, Executive Director
P.O. Box 1403
Goldsboro, NC 27533-1403

Dear Mr. Thomas:

At the February 5, 2003, meeting in Greensboro Field Office of the US Department of Housing and Urban Development concerning the proposed stream restoration project on the Goldsboro Housing Authority's West Haven property, it was requested of the NC Wetlands Restoration Program (NCWRP) to provide a letter of understanding that states the financial responsibilities of all parties involved. The purpose of this letter is to clarify said responsibilities of the NCWRP and the Goldsboro Housing Authority related to the stream restoration project.

The NCWRP will be responsible for 100% of the design, land acquisition, and construction costs associated with stream restoration. The NCWRP will also be responsible for all costs associated with monitoring and maintaining the physical and biological aspects of the constructed project for a period of five years from completion. In the event that maintenance is required, it may involve such examples as repairing man-made structures designed for stream stability and replanting vegetation is areas where survival is low.

The Goldsboro Housing Authority holds no responsibility to maintain the project during or after the five-year monitoring/maintenance period following construction. The intent of the project is to create a naturally self-sustaining aquatic system with no long-term need for maintenance. The restored stream system and vegetated areas included in the easement area will be subject to the provisions and restrictions of the conservation easement and the state and federal laws associated with the Clean Water Act that are applicable to the waters of the United States of America.

The aerial photograph with depicted limits of construction, presented at the February 5 meeting and to be used as an exhibit with the option agreement, does represent the limits of the easement. The easement boundaries will be determined more precisely as the project design is developed, at which time, the Goldsboro Housing Authority and the NCWRP will agree on the exact locations of the easement, which will then be surveyed and described by a Professional Land Surveyor (cost to be incurred by the NCWRP).



**Wetlands Restoration Program**

1619 Mail Service Center
Raleigh, NC 27699-1617

320 West Jones Street
Raleigh, NC 27603

Phone: (919) 733-5208
Fax: (919) 733-5321

DENR Customer Service
1 (800) 623-7748

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It is our hope that this letter establishes a clear understanding of financial responsibilities related to the stream restoration project and the conservation easement. Please contact me if you have any questions at (919) 716-1922.

Sincerely,

Kristin E. Miguez

Kristin E. Miguez
NCWRP Project Manager

cc: File
Blane Rice, State Property Office

Exhibit B

May 16, 2005

Descriptions of a SURVEY FOR CONSERVATION EASEMENT ON PROPERTY OF GOLDSBORO HOUSING AUTHORITY AND N. C. DEPARTMENT OF TRANSPORTATION FOR N. C. ECOSYSTEM ENHANCEMENT PROGRAM
Goldsboro Township, Wayne County, N.C.

For Reference See Plat Cabinet G, Slide 137; Deed Book 777, Page 566

**TRACT A:** BEGINNING at an iron stake on the Northern right of way of Oak Street, said beginning point being located N. 66° 29' 50" W. 350.99 feet from an iron stake within the most Northwestern intersectional corner of Oak Street and Rockefeller Court; thence from the beginning, with the Northern right of way of Oak Street, N. 66° 29' 50" W. 36.02 feet to an iron stake; thence leaving the Northern right of way of Oak Street, N. 57° 31' 35" E. 53.08 feet to a point; thence N. 56° 59' 44" E. 46.01 feet to a point; thence N. 57° 17' 26" E. 49.38 feet to a point; thence N. 51° 45' 50" E. 98.29 feet to a point; thence N. 45° 49' 09" E. 67.40 feet to a point; thence N. 45° 15' 38" E. 163.32 feet to a point; thence N. 27° 54' 12" E. 52.71 feet to a point; thence N. 10° 39' 02" E. 43.82 feet to a point; thence N. 15° 20' 05" E. 80.99 feet to a point; thence N. 22° 46' 25" E. 56.48 feet to a point; thence N. 32° 53' 48" E. 74.11 feet to a point; thence N. 28° 28' 04" E. 82.07 feet to a point; thence N. 20° 02' 15" E. 54.92 feet to a point; thence N. 30° 22' 47" E. 28.78 feet to a point; thence N. 42° 03' 26" E. 31.98 feet to a point; thence N. 34° 57' 10" E. 80.78 feet to a point; thence N. 34° 13' 06" E. 54.63 feet to a point; thence N. 30° 25' 56" E. 54.17 feet to a point; thence N. 27° 08' 17" E. 56.44 feet to a point; thence N. 25° 59' 29" E. 84.85 feet to a point; thence N. 57° 04' 27" E. 33.11 feet to a point; thence N. 79° 33' 07" E. 71.35 feet to a point; thence N. 85° 42' 14" E. 41.09 feet to a point; thence S. 54° 24' 58" E. 65.75 feet to an iron stake on the Western right of way of Astor Court, said iron stake being located S. 28° 26' 00" W. 30.00 feet, S. 22° 46' 53" W. 123.10 feet from an iron stake within the most Southwestern intersectional corner of Holly Street and Astor Court; thence with the Western right of way of Astor Court, along

a curve to the left, having an arc distance of 17.53 feet, a radius of 625.00 feet (a chord), S. 16° 19' 35" W. 17.53 feet to an iron stake; thence leaving the Western right of way of Astor Court, N. 76° 44' 12" W. 47.20 feet to a point; thence N. 87° 34' 23" W. 29.88 feet to a point; thence S. 76° 32' 29" W. 17.16 feet to a point; thence S. 80° 56' 07" W. 45.79 feet to a point; thence S. 24° 13' 57" W. 92.16 feet to a point; thence S. 19° 40' 11" W. 40.73 feet to a point; thence S. 40° 34' 13" W. 29.74 feet to a point; thence S. 36° 45' 05' W. 62.99 feet to a point; thence S. 37° 11' 22" W. 62.42 feet to a point; thence S. 35° 38' 41" W. 57.60 feet to a point; thence S. 29° 10' 42" W. 37.70 feet to a point; thence S. 27° 13' 54" W. 69.83 feet to a point; thence S. 17° 55' 52" W. 43.55 feet to a point; thence S. 21° 57' 26" W. 45.20 feet to a point; thence S. 30° 17' 41" W. 45.14 feet to a point; thence S. 30° 14' 47" W. 46.55 feet to a point; thence S. 37° 07' 38" W. 48.61 feet to a point; thence S. 09° 34' 10" W. 43.28 feet to a point; thence S. 15° 40' 36" E. 46.40 feet to a point; thence S. 00° 49' 45" E. 14.70 feet to a point; thence S. 42° 26' 04" W. 57.29 feet to a point; thence S. 41° 53' 45" W. 65.06 feet to a point; thence S. 36° 27' 15" W. 42.56 feet to a point; thence S. 42° 16' 19" E. 70.00 feet to a point; thence S. 23° 15' 58" W. 23.52 feet to a point; thence N. 53° 30' 37" W. 89.21 feet to a point; thence S. 44° 28' 07" W. 51.36 feet to a point; thence S. 51° 33' 19" W. 76.43 feet to a point; thence S. 61° 35' 43" W. 100.70 feet to a point; thence S. 63° 16' 21" W. 48.46 feet to a point; thence S. 52° 43' 28" W. 77.01 feet to an iron stake on the Northern right of way of Oak Street, the point of beginning containing 75,564 Square Feet or 1.735 Acres more or less.

**TRACT B:** BEGINNING at an iron stake on the Southern right of way of Oak Street, said beginning point being located N. 66° 29' 50" W. 233.38 feet, N. 65° 11' 53" W. 17.64 feet from an iron stake within the most Southwestern intersectional corner of Alabama Avenue and Oak Street; thence from the beginning leaving the Southern right of way of Oak Street, S. 50° 01' 06" E. 5.69 feet to a point; thence S. 64° 49' 25" W. 52.29 feet to a point; thence N. 84° 28' 31" W. 45.04 feet to a point; thence N. 70° 41' 07" W. 86.82 feet to a point; thence N. 67° 32' 01" W. 50.50 feet to an iron stake; thence N. 66° 29' 50" W. 406.09 feet to an iron stake on the Eastern right of way of U. S. Highway No. 117 By-Pass, said iron stake being located N. 32° 05' 53" E. 94.76 feet from an iron stake within the most Northeastern intersectional corner of Ash Street and U. S. Highway No. 117 By-Pass; thence with the Eastern right of way of U. S. Highway

No. 117 By-Pass, N. 32° 05' 53" E. 36.12 feet to an iron stake; thence leaving the Eastern right of way of U. S. Highway No. 117 By-Pass, S. 68° 24' 32" E. 110.33 feet to a point; thence S. 88° 29' 11" E. 44.27 feet to a point; thence S. 55° 32' 39" E. 64.05 feet to a point; thence S. 69° 17' 14" E. 85.28 feet to a point; thence S. 66° 30' 15" E. 80.31 feet to a point; thence S. 62° 39' 10" E. 59.61 feet to a point; thence S. 71° 59' 14" E. 91.84 feet to a point; thence S. 86° 42' 57" E. 39.17 feet to an iron stake on the Southern right of way of Oak Street; thence with the Southern right of way of Oak Street, along a curve to the left having an arc distance of 42.57 feet, a radius of 388.00 feet (a chord), S. 60° 45' 51" E. 42.55 feet to an iron stake on the Southern right of way of Oak Street, the point of beginning containing 27,075 Square Feet or 0.622 Acre more or less.

**TRACT C:** BEGINNING at an iron stake on the Northern right of way of Ash Street, said beginning point being located N. 66° 36' 48" W. 417.68 feet, N. 33° 33' 01" W. 50.48 feet from an iron stake within the most Northwestern intersectional corner of Ash Street and Alabama Avenue; thence from the beginning, with the Northern right of way of Ash Street, N. 33° 33' 01" W. 17.45 feet to an iron stake, said iron stake being located S. 33° 33' 01" E. 500.79 from an iron stake within the most Northeastern intersectional corner of Ash Street and U. S. Highway No. 117 By-Pass; thence leaving the Northern right of way of Ash Street, N. 23° 30' 10" E. 366.06 feet to an iron stake; thence S. 09° 48' 00" W. 27.21 feet to a point; thence S. 17° 13' 47" W. 69.21 feet to a point; thence S. 16° 06' 44" W. 28.43 feet to a point; thence S. 23° 09' 29" W. 83.58 feet to a point; thence S. 22° 58' 35" W. 55.28 feet to a point; thence S. 38° 08' 10" W. 54.35 feet to a point; thence S. 14° 25' 15" W. 61.45 feet to an iron stake on the Northern right of way of Ash Street, the point of beginning containing 4,897 Square Feet or 0.112 Acre more or less.

**TRACT D:** BEGINNING at an iron stake on the Northern right of way of Ash Street, said beginning point being located N. 66° 36' 48" W. 417.68 feet, N. 33° 33' 01" W. 67.93 feet from an iron stake within the most Northeastern intersectional corner of Ash Street and Alabama Avenue; thence from the beginning, with the Northern right of way of Ash Street, N. 33° 33' 01" W. 500.79 feet to an iron stake; thence with the Eastern right of way of U. S. Highway No. 117 By-Pass, N. 32° 05' 53" E. 94.76 feet to an iron

stake; thence leaving the Eastern right of way of U. S. Highway No. 117 By-Pass, S. 66° 29' 50" E. 406.09 feet to an iron stake; thence S. 23° 30' 10" W. 366.06 feet to an iron stake on the Northern right of way of Ash Street, the point of beginning, containing 95,943 Square Feet or 2.203 Acres more or less.

Exhibit B