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FOR REGISTRATION REGISTER OF DEEDS
ELIZABETH T COOPER
BURKE COUNTY, NC
2008 JAN 29 12 35 15 PM
BK.1735 PG·495-506 FEE:$44.00

2008001163

INSTRUMENT # 2008001163

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

BURKE COUNTY
MORGANTON TOWNSHIP
SPO File Numbers/ NC EEP Project Number: D04006-2
Prepared by Office of the Attorney General
Property Control Section
Return to Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS CONSERVATION EASEMENT DEED, made _____ **day of** _____, **200**_, by **Billy W. Smith and wife Ann Smith, ("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 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 was 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 **Morganton Township, Burke County,** North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 21 88 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 596 at Page 289** of the **Burke County Registry**, North Carolina; and

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WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement This Conservation Easement shall be for the protection and benefit of the waters of **Bailey Fork of Silver Creek in the Catawba River Basin.**

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 described area of the Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of two tracts of land as identified as Permanent Conservation Easement #1 and #2 as shown on a map (Sheets 3 of 3) entitled "EEP Conservation Easement Map for the Bill Smith Property" dated January 22, 2007, certified by David S Turner, PLS L-4551, attached as **Exhibit A** hereto and further described in Exhibit B attached hereto

The purposes of this Conservation Easement are to maintain, restore, enhance, create and preserve wetland and/or riparian resources in the Easement 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 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. GRANTOR 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 hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads

B. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site

C. 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 Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited

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D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area

E. Agricultural Use. All agricultural uses within the Easement Area including any use for cropland, waste lagoons, or pastureland are prohibited

F. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area Existing roads or trails located in the Easement Area may be maintained by Grantor 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 Easement Area Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces

H. 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 Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area may be allowed

I. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material in the Easement Area is prohibited

J. 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

K. Water Quality and Drainage Patterns. 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 No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or 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 Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production

L. Subdivision and Conveyance. No further subdivision, partitioning, or dividing of the Easement Area is allowed Unless agreed to by the Grantee in writing, any future conveyance of the Easement Area and the rights as conveyed herein shall be as a single block of property Any future conveyance of the remaining fee simple rights shall be subject to this Conservation Easement Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof, such transfer is subject to the Grantee's right of ingress, egress, and regress over and across the Property to the Easement Area for the purposes set forth herein

M. Development Rights. All development rights are removed from the Easement Area and shall not be transferred

N. Disturbance of Natural Features Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of nonnative plants, trees and/or animal species by Grantor is prohibited 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 N C Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652

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III. GRANTEE RESERVED USES

A. Ingress, Egress, Regress and Inspection. The Grantee, its employees and agents, successors and assigns, receive the perpetual right of general ingress, egress, and regress to the Easement Area over the Property at reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights

B. Restoration Activities. 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

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief The Grantee shall also have the power and authority, consistent with its statutory authority (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement, (b) to otherwise preserve or protect its interest in the Property, or (c) to seek damages from any appropriate person or entity Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, their successors or assigns, for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes

D. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, their successors or assigns, including, without limitation, any costs of restoration

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SUBMIT

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necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee

V. MISCELLANEOUS

A. 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

B. 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

C. Grantor shall notify Grantee in writing of the name and address and any party to whom the 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 Property is conveyed subject to the Conservation Easement herein created

D. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof

E. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement

F. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C Gen Stat § 121-34 et seq and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the 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 the State of North Carolina for the aforesaid purposes

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation 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

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

Billy W Smith (SEAL)
Billy W. Smith

Ann Smith (SEAL)
Ann Smith

NORTH CAROLINA

COUNTY OF Burke

I, C Blaine Price, a Notary Public in and for the County and State aforesaid, do hereby certify that Billy W Smith & Ann Smith, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 13th day of July, 2007

C Blaine Price
Notary Public C Blaine Price

My commission expires

October 29, 2008

C Blaine Price NOTARY PUBLIC Burke County, NC

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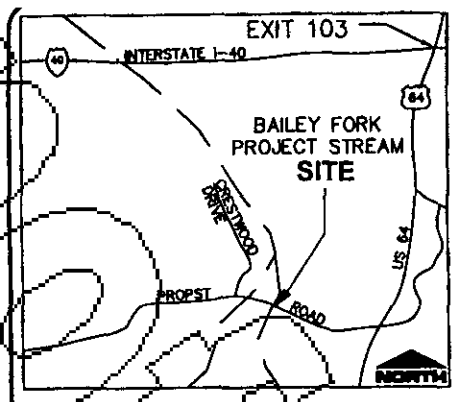

VICINITY MAP - MORGANTON, NC
NOT TO SCALE

GENERAL NOTES:

1. A FIELD SURVEY WAS NOT PERFORMED
2. BOUNDARY INFORMATION SHOWN HAS NOT BEEN SURVEYED BY NATURAL SYSTEMS ENGINEERING.
3. THIS MAP DOES NOT MEET GS 47-30
4. THE PURPOSE OF THIS MAP IS TO SHOW THE LOCATION OF THE CONSERVATION EASEMENT

THIS IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

BASIS OF BEARINGS: NC GRID, NAD 83

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- STREAM BANK

SCALE 1" = 200'

200 0 100 200

SMITH TRACT AREA

(By Coordinate Computation)

TOTAL AREA = 952,859 SF (21 88 AC)
PERMANENT EASEMENT #1= 198,356 SF (4 55 AC)
PERMANENT EASEMENT #2= 50,205 SF (1 15 AC)
REMAINING AREA = 704,298 SF (16 18 AC)

PERMANENT CONSERVATION EASEMENT #1

PERMANENT CONSERVATION EASEMENT #2

NORTH CAROLINA PROFESSIONAL SEAL L-4551 LAND SURVEYOR DAVID S TURNER

THIS MAP WAS PREPARED BY DAVID S TURNER, PLS, LICENSE # L-4551 ON JANUARY 22, 2007 IT IS INTENDED TO SUPERCEDE ALL PREVIOUS MAPS OF THE BILL SMITH CONSERVATION EASEMENTS

EEP CONSERVATION EASEMENT MAP FOR THE BILL SMITH PROPERTY BAILEY FORK STREAM RESTORATION MORGANTON TOWNSHIP BURKE COUNTY, NORTH CAROLINA	PREPARED FOR WETLANDS RESOURCE CENTER 3970 BOWEN ROAD CANAL WINCHESTER, OH 43110	REVISIONS, DATE AND INITIAL NATURAL SYSTEMS ENGINEERING 3719 Benson Drive Raleigh, North Carolina 27609 (919) 878-5444 www.nsepc.com

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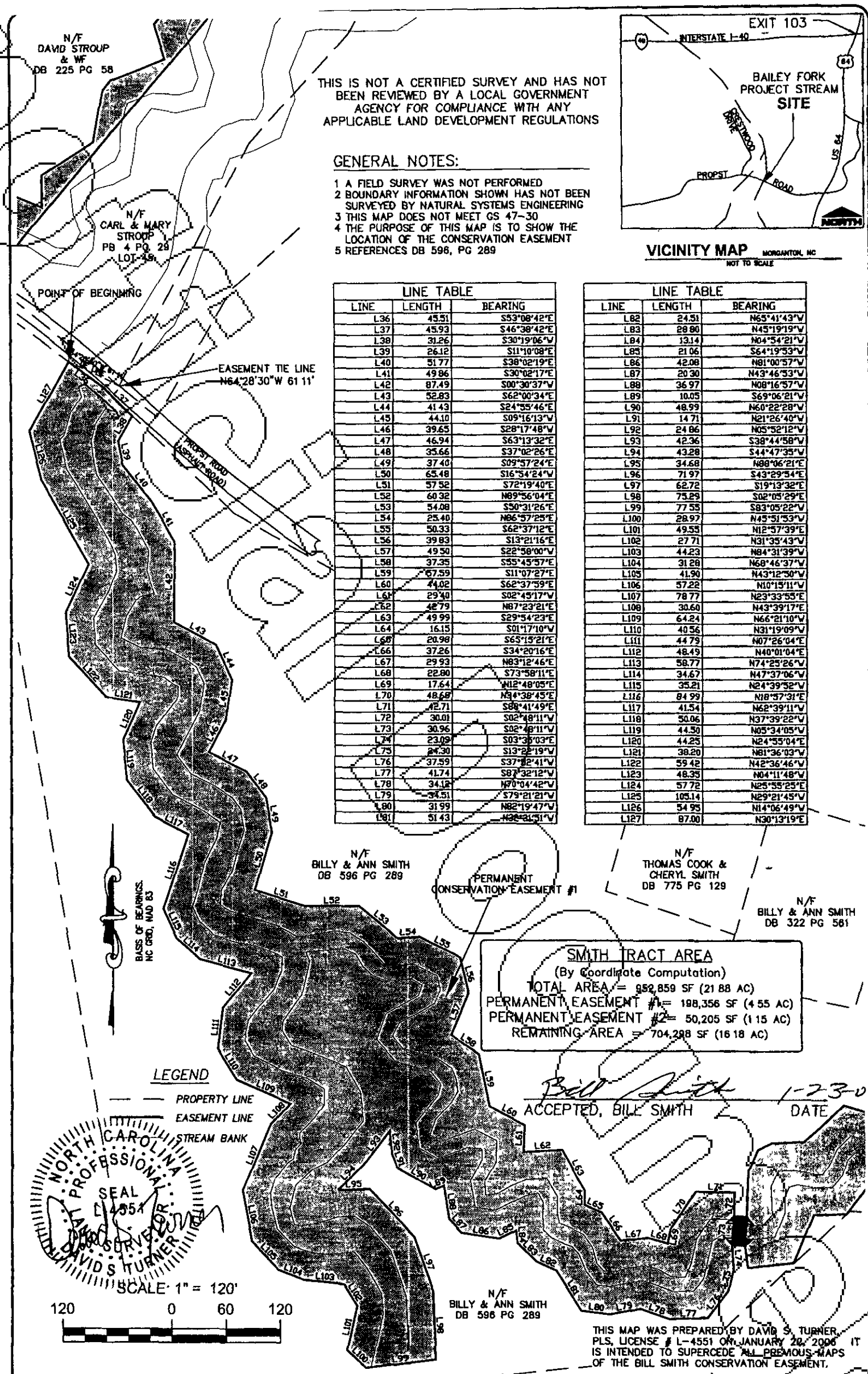

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5 REFERENCES DB 596, PG 289

VICINITY MAP MORGANTON, NC
NOT TO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L36	45.51	S53°08'42"E
L37	45.93	S46°38'42"E
L38	31.26	S30°19'06"W
L39	26.12	S11°10'08"E
L40	51.77	S38°02'19"E
L41	49.86	S30°02'17"E
L42	87.49	S00°30'37"W
L43	52.83	S62°00'34"E
L44	41.43	S24°55'46"E
L45	44.10	S09°16'13"W
L46	39.65	S28°17'48"W
L47	46.94	S63°13'32"E
L48	35.66	S37°02'26"E
L49	37.40	S09°57'24"E
L50	65.48	S16°54'24"W
L51	57.52	S72°19'40"E
L52	60.32	N89°56'04"E
L53	54.08	S50°31'26"E
L54	25.40	N86°57'25"E
L55	50.33	S62°37'12"E
L56	39.83	S13°21'16"E
L57	49.50	S22°58'00"W
L58	37.35	S55°45'57"E
L59	67.59	S11°07'27"E
L60	44.02	S62°37'59"E
L61	29.40	S02°45'17"W
L62	42.79	N87°23'21"E
L63	49.99	S29°54'23"E
L64	16.15	S01°17'10"W
L65	20.98	S65°15'21"E
L66	37.26	S34°20'16"E
L67	29.93	N83°12'46"E
L68	22.80	S73°58'11"E
L69	17.64	N12°48'05"E
L70	48.68	N34°38'45"E
L71	42.71	S88°41'49"E
L72	30.01	S02°48'11"W
L73	30.96	S02°48'11"W
L74	23.09	S03°36'03"E
L75	24.30	S13°22'19"W
L76	37.59	S37°02'41"W
L77	41.74	S87°32'12"W
L78	34.12	N70°04'42"W
L79	34.51	S79°21'21"W
L80	31.99	N82°19'47"W
L81	51.43	N38°31'51"W

LINE TABLE		
LINE	LENGTH	BEARING
L82	24.51	N65°41'43"W
L83	28.80	N45°19'19"W
L84	13.14	N04°54'21"W
L85	21.06	S64°19'53"W
L86	42.08	N81°00'57"W
L87	20.30	N43°46'53"W
L88	36.97	N08°16'57"W
L89	10.05	S69°06'21"W
L90	48.99	N60°22'28"W
L91	14.71	N21°26'40"W
L92	24.86	N05°52'12"W
L93	42.36	S38°44'58"W
L94	43.28	S44°47'35"W
L95	34.68	N88°06'21"E
L96	71.97	S43°29'54"E
L97	62.72	S19°13'32"E
L98	75.29	S02°05'29"E
L99	77.55	S83°05'22"W
L100	28.97	N45°51'53"W
L101	49.55	N12°57'39"E
L102	27.71	N31°35'43"W
L103	44.23	N84°31'39"W
L104	31.28	N68°46'37"W
L105	41.90	N43°12'50"W
L106	57.22	N10°15'11"W
L107	78.77	N23°33'55"E
L108	30.60	N43°39'17"E
L109	64.24	N66°21'10"W
L110	40.56	N31°19'09"W
L111	44.79	N07°26'04"E
L112	48.49	N40°01'04"E
L113	58.77	N74°25'26"W
L114	34.67	N47°37'06"W
L115	35.21	N24°39'52"W
L116	84.99	N18°57'31"E
L117	41.54	N62°39'11"W
L118	50.06	N37°39'22"W
L119	44.50	N05°34'05"W
L120	44.25	N24°55'04"E
L121	38.20	N81°36'03"W
L122	59.42	N42°36'46"W
L123	48.35	N04°11'48"W
L124	57.72	N25°55'25"E
L125	105.14	N29°21'45"W
L126	54.95	N14°06'49"W
L127	87.00	N30°13'19"E

SMITH TRACT AREA
(By Coordinate Computation)
TOTAL AREA = 952,859 SF (21 88 AC)
PERMANENT EASEMENT #1 = 198,356 SF (4 55 AC)
PERMANENT EASEMENT #2 = 50,205 SF (1 15 AC)
REMAINING AREA = 704,298 SF (16 18 AC)

Bill Smith 1-23-07
ACCEPTED, BILL SMITH DATE

THIS MAP WAS PREPARED BY DAVID S. TURNER, PLS, LICENSE # L-4551 ON JANUARY 20, 2006 IT IS INTENDED TO SUPERCEDE ALL PREMIOUS MAPS OF THE BILL SMITH CONSERVATION EASEMENT.

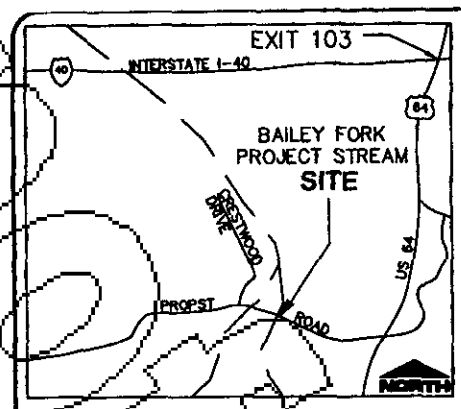
EEP CONSERVATION EASEMENT MAP
FOR THE
BILL SMITH PROPERTY

BAILEY FORK STREAM RESTORATION
MORGANTON TOWNSHIP
BURKE COUNTY, NORTH CAROLINA

PREPARED FOR
WETLANDS RESOURCE CENTER
3970 BOWEN ROAD
CANAL WINCHESTER, OH 43110

REVISIONS, DATE AND INITIAL

NATURAL SYSTEMS ENGINEERING
3719 Benson Drive Raleigh, North Carolina 27609 (919) 878-5444 www.nsepc.com



VICINITY MAP MORGANTON, NC
NOT TO SCALE

THIS IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS

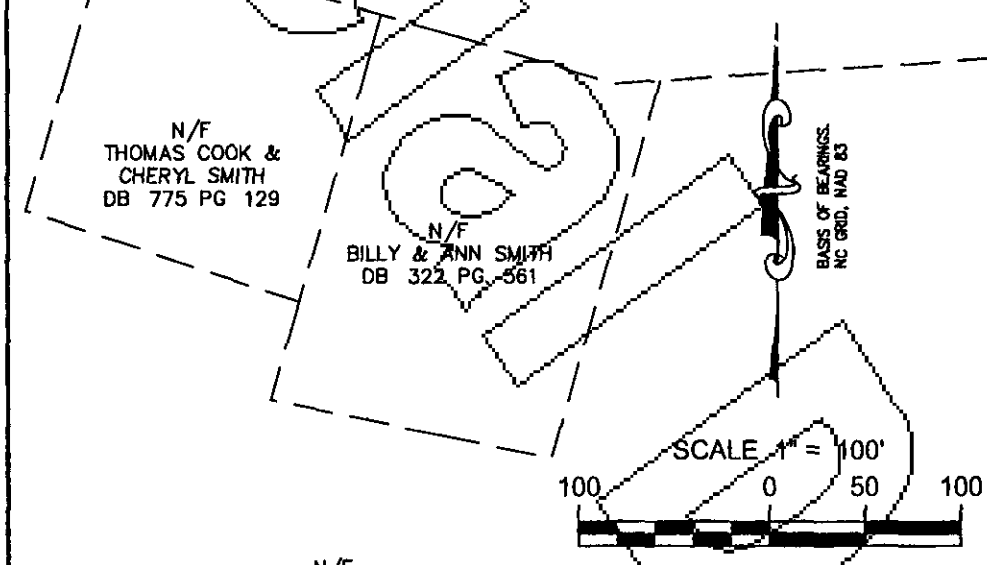
GENERAL NOTES

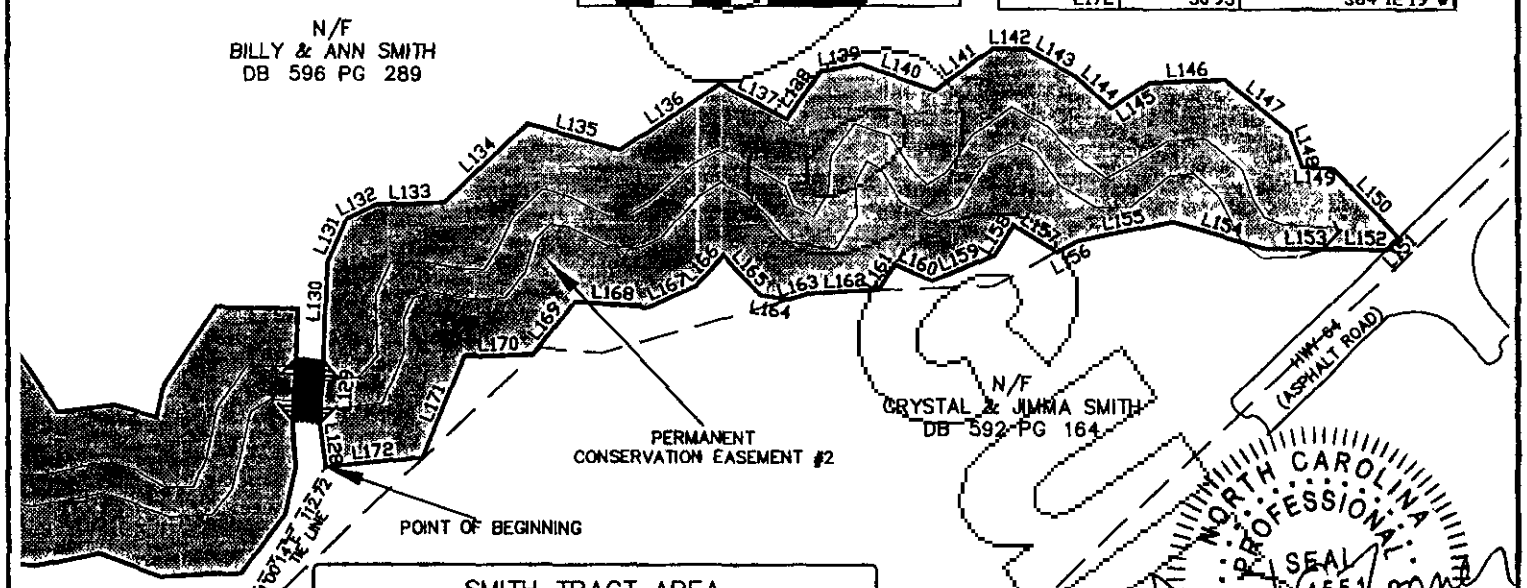
1. A FIELD SURVEY WAS NOT PERFORMED
2. BOUNDARY INFORMATION SHOWN HAS NOT BEEN SURVEYED BY NATURAL SYSTEMS ENGINEERING
3. THIS MAP DOES NOT MEET GS 47-30
4. THE PURPOSE OF THIS MAP IS TO SHOW THE LOCATION OF THE CONSERVATION EASEMENT
5. REFERENCES DB 596, PG 289

LEGEND

PROPERTY LINE
EASEMENT LINE
STREAM BANK

LINE TABLE		
LINE	LENGTH	BEARING
L128	23 22	N06°51'11"W
L129	42 47	N02°48'11"E
L130	41.55	N02°48'11"E
L131	24 10	N24°36'22"E
L132	17.12	N64°42'15"E
L133	35 75	N87°56'37"E
L134	59.09	N47°17'14"E
L135	50 60	S74°55'14"E
L136	62 01	N57°15'37"E
L137	38 97	S62°40'28"E
L138	30.77	N36°11'42"E
L139	21 03	N80°52'14"E
L140	41 16	S70°55'26"E
L141	37.21	N54°30'38"E
L142	17 30	S89°32'00"E
L143	28 96	S62°03'01"E
L144	25 23	S48°11'30"E
L145	24.43	N57°23'20"E
L146	39.44	N87°53'20"E
L147	43 40	S51°21'41"E
L148	18 33	S20°05'35"E
L149	16 13	S88°16'36"E
L150	49 08	S43°46'37"E
L151	9 41	S45°52'36"W
L152	20 91	N87°31'40"W
L153	41 47	S89°42'20"W
L154	50 44	N74°24'40"W
L155	50 70	S79°09'20"W
L156	12 52	S62°19'20"W
L157	26 32	N58°51'30"W
L158	18 42	S32°58'05"W
L159	35.49	S68°28'18"W
L160	20 98	N65°40'32"W
L161	16 66	S33°14'33"W
L162	34 01	S87°32'20"W
L163	13 25	S74°07'20"W
L164	15 05	N80°51'08"W
L165	28 21	N42°10'30"W
L166	22 10	S42°48'18"W
L167	26 53	S65°54'26"W
L168	38 83	N86°03'53"W
L169	35 25	S38°38'50"W
L170	35 99	S88°21'39"W
L171	56 98	S22°52'27"W
L172	50 95	S84°12'19"W





SMITH TRACT AREA
(By Coordinate Computation)
TOTAL AREA = 952,859 SF (21 88 AC)
PERMANENT EASEMENT #1= 198,356 SF (4 55 AC)
PERMANENT EASEMENT #2= 50,205 SF (1 15 AC)
REMAINING AREA = 704,298 SF (16 18 AC)

EASEMENT TIE LINE
N31°00'14"E 112 72'

N/F
CHARLIE DUVAL
DB 841 PG 1650

NORTH CAROLINA PROFESSIONAL SEAL L-4551 LAND SURVEYOR DAVID S TURNER

Bill Smith 1-23-07
ACCEPTED, BILL SMITH DATE

THIS MAP WAS PREPARED BY DAVID S TURNER, PLS, LICENSE # L-4551 ON JANUARY 22, 2006 IT IS INTENDED TO SUPERCEDE ALL PREVIOUS MAPS OF THE BILL SMITH CONSERVATION EASEMENT

EEP CONSERVATION EASEMENT MAP
FOR THE
BILL SMITH PROPERTY

BAILEY FORK STREAM RESTORATION
MORGANTON TOWNSHIP
BURKE COUNTY, NORTH CAROLINA

PREPARED FOR
WETLANDS RESOURCE CENTER
3970 BOWEN ROAD
CANAL WINCHESTER, OH 43110

REVISIONS, DATE AND INITIAL

NATURAL SYSTEMS ENGINEERING
3719 Benson Drive Raleigh, North Carolina 27609 (919) 878-5444 www.nsepc.com

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EXHIBIT B (1 of 2)

NATURAL SYSTEMS
ENGINEERING

Bill Smith Property

Conservation Easement Legal Description
For Burke County Registry Deed Book 596 Page 289.

The following easement description was prepared by David S Turner, PLS # L-4551 on January 23, 2007 A map titled "EEP Conservation Easement Map for the Bill Smith Property" accompanies this description

Lying and being in Burke County, North Carolina near Morganton in Morganton Township, and being a portion of the land described in Deed Book 596 Page 289, and more particularly described as follows·

Easement #1
Commencing at the southwestern corner of the Charles Talbert tract and running N64°28'30"W 61 11' to the Point of Beginning Thence continuing with the northern line of the parent tract S53°08'42"E 45 51', thence continuing with the northern line of the parent tract S46°38'42"E 45 93', thence S30°19'06"W 31 26', thence S11°10'08"E 26.12', thence S38°02'19"E 31 77', thence S30°02'17"E 49 86', thence S00°30'37"W 87 49'; thence S62°00'34"E 52 83', thence S24°55'46"E 41 43', thence S09°16'13"W 44 10', thence S28°17'48"W 39 65', thence S63°13'32"E 46 94'; thence S37°02'26"E 35 66'; thence S09°57'24"E 37 40'; thence S16°54'24"W 65 48', thence S72°19'40"E 37 52', thence N89°56'04"E 60 32', thence S50°31'26"E 54 08', thence N86°57'25"E 25 40', thence S62°37'12"E 50 33', thence S13°21'16"E 39 83', thence S22°58'00"W 49 50', thence S55°45'57"E 37 35', thence S11°07'27"E 57.59', thence S62°37'59"E 44 02', thence S02°45'17"W 29 40', thence N87°23'21"E 42 79', thence S29°54'23"E 49 99', thence S01°17'10"W 16 15', thence S65°15'21"E 20 98', thence S34°20'16"E 37 26', thence N83°12'46"E 29 93', thence S73°58'11"E 22 80'; thence N12°48'05"E 17 64'; thence N34°38'45"E 48 68', thence S88°41'49"E 42 71'; thence S02°48'11"W 30 01', thence S02°48'11"W 30.96', thence S03°35'03"E 23 09'; thence S13°22'19"W 24 30', thence S37°52'41"W 37 59', thence S87°32'12"W 41 74', thence N70°04'42"W 34 12', thence S79°21'21"W 34 51', thence N82°19'47"W 31 99', thence N32°31'51"W 51 43'; thence N65°41'43"W 24 51'; thence N45°19'19"W 28 80', thence N04°54'21"W 13 14'; thence S64°19'53"W 21 06'; thence N81°00'57"W 42.08', thence N43°46'53"W 20 30', thence N08°16'57"W 36 97', thence S69°06'21"W 10 05', thence N60°22'28"W 48 99'; thence N21°26'40"W 14 71', thence N05°52'12"W 24 86'; thence S38°44'58"W 42 36', thence S44°47'35"W 43 28', thence N88°06'21"E 34 68'; thence S43°29'54"E 71 97', thence S19°13'32"E 62 72', thence S02°05'29"E 75 29', thence S83°05'22"W 77 55', thence N45°51'53"W 28 97', thence N12°57'39"E 49 55', thence N31°35'43"W 27 71', thence N84°31'39"W 44.23', thence N68°46'37"W 31 28', thence N43°12'50"W 41 90', thence N10°15'11"W 57 22', thence N23°33'55"E 78 77', thence N43°39'17"E 30 60', thence N66°21'10"W 64 24'; thence N31°19'09"W 40 56', thence N07°26'04"E 44 79', thence N40°01'04"E 48 49', thence N74°25'26"W 58 77', thence N47°37'06"W 34.67', thence N24°39'52"W 35 21', thence N18°57'31"E 84 99', thence N62°39'11"W 41 54', thence N37°39'22"W 50 06'; thence N05°34'05"W 44 50', thence N24°55'04"E 44 25',

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thence N81°36'03"W 38 20', thence N42°36'46"W 59 42'; thence N04°11'48"W 48 35', thence N25°55'25"E 57 72', thence N29°21'45"W 105 14', thence N14°06'49"W 54 95', thence N30°13'19"E 87 00' to the Point of Beginning and containing 4 55ac

Easement #2

Commencing at a southern corner of the parent tract, said corner being common with the western corner of the Crystal Smith tract Deed Book 592 Page 164 and the northeastern corner of the Charlie Duval tract Deed Book 841 Page 1610, and running N31°00'14"E 112 72' to the Point of Beginning. Thence N06°51'11"W 23 22', thence N02°48'11"E 42 47', thence N02°48'11"E 41 55', thence N24°36'22"E 24.10', thence N64°42'15"E 17 12', thence N87°56'37"E 35 75', thence N47°17'14"E 59 09', thence S74°55'14"E 50 60', thence N57°15'37"E 62 01', thence S62°40'28"E 38 97', thence N36°11'42"E 30.77', thence N80°52'14"E 21 03', thence S70°55'26"E 41.16', thence N54°30'38"E 37 21', thence S89°32'00"E 17 30'; thence S62°03'01"E 28 96'; thence S48°11'30"E 25 23', thence N57°23'20"E 24 43', thence N87°53'20"E 39 44', thence S51°21'41"E 43.40', thence S20°05'35"E 18 33', thence S88°16'36"E 16.13', thence S43°46'37"E 49 08'; thence S45°52'36"W 9 41', thence N87°31'40"W 20 91', thence S89°42'20"W 41.47', thence N74°24'40"W 50.44'; thence S79°09'20"W 50 70', thence S62°19'20"W 12 52'; thence N58°51'30"W 26 32', thence S32°58'05"W 18 42', thence S68°28'18"W 35 49', thence N65°40'32"W 20 98'; thence S33°14'33"W 16 66'; thence S87°32'20"W 34 01', thence S74°07'20"W 13 25', thence N80°51'08"W 15.05', thence N42°10'30"W 28.21'; thence S42°48'18"W 22 10', thence S65°54'26"W 26 53', thence N86°03'53"W 38 83'; thence S38°38'50"W 35 25', thence S88°21'39"W 35.99', thence S22°52'27"W 56 98', thence S84°12'19"W 50 95' to the Point of Beginning and containing 1 15ac

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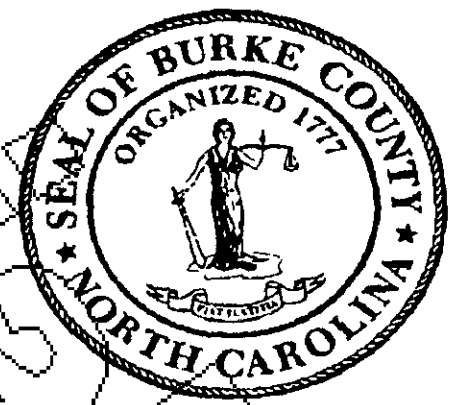

ELIZABETH T COOPER
REGISTER OF DEEDS, BURKE
JUDICIAL BUILDING
201 SOUTH GREEN STREET
MORGANTON, NC 28655

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