Prepared by+
Return To: T. A Giles, Jr, P.O. Box 629
Raleigh, N.C. 27602

BK5057PG0357

No revenue

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

Cumberland COUNTY

THIS CONSERVATION EASEMENT DEED, made this 17 day of February ~~1998,~~ 1999 by and between Ecosystems Land Mitigation Bank Corporation, Grantor, and the State of North Carolina, whose mailing address is North Carolina State Property Office, 116 West Jones Street, Raleigh, NC 27603-8003, Grantee. 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 Wetlands Restoration Program (as defined in N.C. Gen Stat. ∋ 143-214.8) within the Department of Environment, Health 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, wildlife habitat, and recreational opportunities; and

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. ∋ 143-214.8, two of the components of the Wetlands Restoration 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 certain real property situate, lying, and being in Cumberland County, North Carolina (the "Protected Property"), hereinafter more particularly described;

WHEREAS, Grantor is willing to grant a Conservation Easement on the Protected Property, thereby restricting and limiting the use of the Protected 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 Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Protected Property for the benefit of the people of North Carolina, said Protected Property lying and being in Beaverdam Township, Cumberland County, North Carolina, and being more particularly described as follows:

RECEIVED
3-19-1999 PM 1:16
GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

True copy of Eqmt Recorded in
Book 5057 Page 357, record of
Cumberland County, North Carolina
This 19 day of March 1999
George E. Tatum
Register of Deeds By [signature] Deputy

26

BOUNDED on the North by the land of D. Stewart Precythe; bounded on the East by the lands of Vernon Badger Meins and the Hair lands; bounded on the South by the E.W. Fisher lands and the R.C. Pugh lands; bounded on the West by the R.C. Pugh lands, consisting of four contiguous tracts or parcels of lands (Tract 1/382.81 acres; Tract 2/129.94 acres; Tract 3/38.92 acres; and Tract 4/66.32 acres- totaling 627.99 acres, being more particularly described by metes and bounds legal description as follows:

TRACT 1 (PART OF BARRA FARMS): Being all of that 387.76 acres more or less tract of land located in Beaverdam Township and Cedar Creek Township, Cumberland County, North Carolina and shown as Tract 1 on a map recorded in Map Book 95, Page 158, and being more particularly described as follows: **Commencing** at an existing concrete monument (corner C on recorded map); said point being the point of beginning; thence North 02 degrees 23 minutes 00 seconds East 2,169.13 feet to an existing iron pipe (corner D on the recorded map); thence North 02 degrees 23 minutes 00 seconds East 33.26 feet to an iron stake at the northwest corner of Tract 1; thence South 87 degrees 29 minutes 45 seconds East 155.12 feet to an existing iron stake at corner 305 on recorded map and in the center of a 30 feet wide easement used for access to Tracts 1, 2, 3, and 4; thence South 87 degrees 29 minutes 45 seconds East, a distance of 1,436.84 feet to an iron stake; thence South 86 degrees 51 minutes 00 seconds East, a distance of 780.00 feet to an iron stake; thence South 87 degrees 15 minutes 29 seconds East, a distance of 937.97 feet to an iron stake; thence South 87 degrees 34 minutes 21 seconds East, a distance of 2,087.32 feet to an iron stake; thence South 87 degrees 34 minutes 21 seconds East, a distance of 1,856.10 feet to an iron stake at the northeast corner of Tract 1; thence South 32 degrees 47 minutes 58 seconds East, a distance of 78.63 feet to an existing iron stake; thence South 28 degrees 54 minutes 03 seconds East, a distance of 1,009.51 feet to an existing concrete monument; thence South 51 degrees 48 minutes 16 seconds West, a distance of 1,252.20 feet to an existing iron pipe at the northeast corner of Tract 2; thence South 52 degrees 03 minutes 02 seconds West, a distance of 3,265.67 feet, to a stake at a corner of Tract 2; thence North 4 degrees 09 minutes 29 seconds East, a distance of 350.00 feet to a stake at a corner of Tract 2; thence North 85 degrees 50 minutes 31 seconds West, a distance of 166.28 feet to an existing concrete monument at a corner of Tract 2 and at the southeast corner of Tract 4; thence North 4 degrees 50 minutes 14 seconds East, a distance of 1,807.85 feet to an existing iron stake at the northeast corner of Tract 4; thence North 86 degrees 46 minutes 40 seconds West, a distance of 1,603.06 feet to an iron stake at the northwest corner of Tract 4 and at the northeast corner of Tract 3; thence North 86 degrees 46 minutes 40 seconds West, a distance of 1,154.94 feet to an existing concrete monument at the northwest corner of Tract 3; thence South 4 degrees 17 minutes 20 seconds West, a distance of 923.65 feet to an existing concrete monument at corner of Tract 3; thence South 9 degrees 44 minutes 10 seconds West, a distance of 300.36 feet to an existing concrete monument; thence North 62 degrees 25 minutes 32 second West, a distance of 1,632.79 feet to the point of beginning; said described tract **CONTAINING 387.76 ACRES**, more or less.

And being Tract 1 containing 387.76 acres as set forth, shown and depicted upon that certain map entitled **"A Survey for: ECOBANK"** prepared by M. Shelton Bordeaux Surveying, dated July 10, 1997, as duly recorded in Map Book 95, Page 158, as on file with the Register of Deeds of Cumberland County, incorporated herein by reference.

THE ACREAGE IN TRACT 1 (PART OF BARRA FARMS) CONVEYED BY THIS CONSERVATION EASEMENT IS HEREBY REDUCED BY THE FOLLOWING EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being all of that 30 feet wide easement located in Beaverdam Township, Cumberland County, North Carolina and being more particularly described as follows: **BEGINNING** at an existing iron stake at the northwest corner of Tract 1 of a map recorded in Map Book 95, Page 158, in the Cumberland County Registry and running with the northern property lines of said Tract 1 South 87 degrees 29 minutes 45 seconds East 155.12 feet to an existing iron stake at corner 305 and at the centerline of intersection of the 30 feet wide access easement shown on above said map, South 87 degrees 29 minutes 45 seconds East 1436.84 feet to an existing iron stake, South 86 degrees 51 minutes 00 seconds East 780.00 feet to an existing iron stake, South 87 degrees 15 minutes 29 seconds East 937.97 feet to an existing iron stake, South 87 degrees 34 minutes 21 seconds East 2087.32.10 feet to an existing iron stake, and South 87 degrees 34 minutes 21 seconds East 1856.10 feet to an existing iron stake at the northeast corner of said Tract 1; thence with the eastern line of Tract 1 South 32 degrees 47 minutes 58 seconds East 36.73 feet to a point; thence parallel with and 30 feet normal to the northern line of Tract 1 the following calls: North 87 degrees 34 minutes 21 seconds West 1877.29 feet to a point, North 87 degrees 34 minutes 21 seconds West 2087.32 feet to a point, North 87 degrees 15 minutes 29 seconds West 936.14 feet to a point, North 86 degrees 51 minutes 00 seconds West 780.21 feet to a point, North 87 degrees 29 minute 45 seconds West 1436.50 feet to a point, North 87 degrees 29 minutes 45 seconds West 155.06 feet to a point in the western line of Tract 1; thence with the western line of Tract 1 North 02 degrees 23 minutes 00 seconds East 30.00 feet to the pont of beginning; said described tract **CONTAINING 4.95 ACRES**, more or less.

TRACT 2 (PART OF HESTER FARM): Being all of that 129.94 acres, more or less, tract of land located in Beaverdam Township, Cumberland County, North Carolina, and shown as Tract 2 on a map recorded in Map Book 95, Page 158, and being more particularly described as follows: **COMMENCING** at an existing concrete monument at a corner of Tract 4, said point being the point of beginning; thence South 85 degrees 50 minutes 31 seconds East, a distance of 163.72 feet to an existing concrete monument at a corner of Tract 1 and the southeast corner of Tract 4; thence South 85 degrees 50 minutes 31 seconds East, a distance of 166.28 feet to a stake at a corner of Tract 1; thence South 4 degrees 09 minutes 29 seconds West, a distance of 350.00 feet to a stake at a most southern corner of Tract 1; thence North 52 degrees 03 minutes 02 seconds East, a distance of 3,265.67 feet to an existing iron pipe at a corner of Tract 1 and at the northeast corner of Tract 2; thence South 27 degrees 05 minutes 36 seconds East, a distance of 1,758.84 feet to an iron stake at the southeast corner of Tract 2; thence

South 52 degrees 03 minutes 02 seconds West, a distance of 2,889.14 feet to an iron stake at the southwest corner of Tract 2; thence North 45 degrees 36 minutes 23 seconds West, a distance of 2,413.18 feet to an existing concrete monument at a corner of Tract 4 and at the northwest corner of Tract 2; thence North 86 degrees 37 minutes 09 seconds East, a distance of 323.18 feet to the point of beginning, said described tract **CONTAINING 129.9 ACRES**, more or less.

And being Tract 2 containing 129.9 acres as set forth, shown and depicted upon that certain map entitled **"A Survey for: ECOBANK"** prepared by M. Shelton Bordeaux Surveying, dated July 10, 1997, as duly recorded in Map Book 95, Page 158, as on file with the Register of Deeds of Cumberland County, incorporated herein by reference.

TRACT 3 (PUGH TRACT): Being all of the 38.92 acres, more or less, tract of land located in Beaverdam Township and Cedar Creek Township, Cumberland County, North Carolina, and shown as Tract 3 on a map recorded in Map Book 95, Page 158, and being more particularly described as follows: **COMMENCING** at an iron stake, the northwest corner of Tract 4, the northeast corner of Tract 3, and in a line of Tract 1, said point being the point of beginning; thence South 9 degrees 36 minutes 32 seconds West, a distance of 1,621.81 feet to an existing iron stake at the southwest corner of Tract 4 and the southeast corner of Tract 3; thence North 79 degrees 56 minutes 30 seconds West, a distance of 1,063.42 feet to an existing iron pipe at the southwest corner of Tract 3; thence North 9 degrees 44 minutes 10 seconds East, a distance of 264.96 feet to an existing concrete monument at a corner of Tract 1 (corner B on recorded map); thence North 9 degrees 44 minutes 10 seconds East, a distance of 300.36 feet to an existing concrete monument at a corner of Tract 1 (corner A on recorded map); thence North 4 degrees 17 minutes 20 seconds East, a distance of 923.65 feet to an existing concrete monument at a corner of Tract 1 and the northwest corner of Tract 3; thence South 86 degrees 46 minutes 40 seconds East, a distance of 1,154.94 feet to the point of beginning; said described tract **CONTAINING 38.92 ACRES**, more or less.

And being Tract 3 containing 38.92 acres as set forth, shown and depicted upon that certain map entitled **"A Survey for: ECOBANK"** prepared by M. Shelton Bordeaux Surveying, dated July 10, 1997, as duly recorded in Map Book 95, Page 158, as on file with the Register of Deeds of Cumberland County, incorporated herein by reference.

TRACT 4 (THAGGARD TRACT): Being all of that 66.32 acres, more or less, tract of land located in Beaverdam Township and Cedar Creek Township, Cumberland County, North Carolina, and shown as Tract 4 on a map recorded in Map Book 95, Page 158, and being more particularly described as follows: **COMMENCING** at an existing concrete monument a corner of Tracts 1 and 2 and the southeast corner of Tract 4, said point being the point of beginning; thence North 85 degrees 50 minutes 31 seconds West, a distance of 163.72 feet to an existing concrete monument a common corner of Tract 2; thence South 86 degrees 37 minutes 09 seconds West, a distance of 323.18 feet to an existing concrete monument being the northwest corner of Tract 2; thence North 4 degrees 53 minutes 37 seconds East, a distance of 75.06 feet to an existing iron pipe; thence North 79 degrees 42 minutes 57 seconds West, a distance of 1,259.53 feet to an

existing iron stake at the southeast corner of Tract 3 and the southwest corner of Tract 4; thence North 9 degrees 36 minutes 32 seconds East a distance of 1,621.81 feet to an iron stake (corner 347 on recorded map) at the northeast corner of Tract 3, the northwest corner of Tract 4, and in a line of Tract 1; thence South 86 degrees 46 minutes 40 seconds East, a distance 1,603.06 feet to an existing iron stake at a corner of Tract 1 and the northeast corner of Tract 4; thence South 4 degrees 50 minutes 14 seconds West, a distance of 1,807.85 feet to the point of beginning; said described tract **CONTAINING 66.32 ACRES**, more or less.

And being Tract 4 containing 66.32 acres as set forth, shown and depicted upon that certain map entitled **"A Survey for" ECOBANK"** prepared by M. Shelton Bordeaux Surveying, dated July 10, 1997, as duly recorded in Map Book 95, Page 158, as on file with the Register of Deeds of Cumberland County, incorporated herein by reference.

EASEMENT: TRACT 1, TRACT 2, TRACT 3 AND TRACT 4 (AS CONTIGUOUS PARCELS) ARE CONVEYED TOGETHER WITH THE NON-EXCLUSIVE PERMANENT AND PERPETUAL RIGHT OF EGRESS, INGRESS AND REGRESS, THE INSTALLATION AND MAINTENANCE OF UTILITIES AND FURTHER SUBDIVISION OF SAID PARCEL, OVER AND UPON THE FOLLOWING DESCRIBED 30 FOOT WIDE EASEMENT EXTENDING FROM S.R. 2053 IN A SOUTHERLY DIRECTION OVER AND UPON AN EXISTING FARM ROAD UP TO AND INTERSECTING THE NORTHERN PROPERTY LINE OF TRACT 1 HEREINABOVE IDENTIFIED, SAID 30 FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(30 FEET ROADWAY AREA): COMMENCING at an existing iron stake a corner 305 in the center of the 30 feet wide access easement and in the northern line of Tract 1, said 30 feet wide easement extending 15 feet wide on each side of and parallel to a centerline survey of said roadway area, said easement commencing at corner 305 and runs thence as the centerline of an existing road from corner 305 to corner 319 (the southern right of way of S.R. 2053/Doe Hill Road) as follows: From corner 305, North 1 degree 31 minutes 56 seconds East, a distance of 1,079.76 feet to and iron stake at corner 324; thence North 1 degree 42 minutes 50 seconds East, a distance of 2,039.00 feet to an iron stake at corner 325; thence North 1 degree 43 minutes 45 seconds East, a distance of 1,272.90 feet to an iron stake at corner 326; thence North 22 degrees 47 minutes 48 seconds East, a distance of 54.98 feet to an iron stake at corner 170; thence North 74 degrees 54 minutes 46 seconds East, a distance of 83.71 feet to an iron stake at corner 171; thence North 83 degrees 54 minutes 35 seconds East, a distance of 1,071.62 feet to an iron stake at corner 327; thence North 61 degrees 48 minutes 53 seconds East, a distance of 104.69 feet to an iron stake at corner 168; thence North 17 degrees 47 minutes 49 seconds East, a distance of 87.50 feet to an iron stake at corner 167; thence North 6 degrees 16 minutes 46 seconds West, a distance of 826.65 feet to an iron stake at corner 225; thence North 40 degrees 54 minutes 57 seconds West, distance of 126.54 feet to an iron stake at corner 226; thence North 5 degrees 28 minutes 57 seconds West, a distance

of 158.31 feet to an iron stake at corner 222; thence North 55 degrees 23 minutes 03 seconds East, a distance of 236.67 feet to an iron stake at corner 223; thence North 35 degrees 08 minutes 33 seconds East, a distance of 282.79 feet to an iron stake at corner 219; thence North 20 degrees 42 minutes 17 seconds East, a distance of 90.67 feet to an iron stake at corner 213; thence North 17 degrees 59 minutes 12 seconds West, a distance of 81.77 feet to an iron stake at corner 331; thence North 34 degrees 57 minutes 40 seconds West, a distance of 503.74 feet to an iron stake at corner 332; thence North 19 degrees 42 minutes 29 seconds West, a distance of 61.92 feet to an iron stake at corner 212; thence North 15 degrees 06 minutes 03 seconds East, a distance of 70.44 feet to an iron stake at corner 333; thence North 24 degrees 09 minutes 27 seconds East, a distance of 549.48 feet to an irons take at corner 319 in the southern right of way lone of SR 2053 Doe Hill Road the point of ending.

And being the roadway area extending from S.R. 2053 in a Southern direction to the Northern line of Tract 1, as set forth, shown and depicted upon that certain map entitled **"A Survey for: ECOBANK"** prepared by M. Shelton Bordeaux Surveying, dated July 10, 1997, as duly recorded in Map Book 95, Page 158, as on file with the Register of Deeds of Cumberland County, incorporated herein by reference.

The purposes of this Conservation Easement are to maintain, restore, enhance, and create a wetland and 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 natural 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:

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, its personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Protected Property inconsistent with the purposes of this Conservation Easement is prohibited. The Protected Property shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement.

In addition to the foregoing, the following specific activities are prohibited, restricted, or reserved, as the case may be:

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

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

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

D. **Agricultural Use.** Agricultural use of the Protected Property is prohibited.

E. **New Construction.** There shall be no building, facility, mobile home, or other structure constructed or placed on the Protected Property.

F. **Signs.** No signs shall be permitted on the Protected Property except interpretative signs identifying 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 prescribing rules and regulations for the use of the Protected Property.

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

H. **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; and no change in the topography of the land in any manner except as reasonably necessary for the purpose of combating erosion to maintain the wetland values.

I. **Water Quality and Drainage Patterns.** Diking, draining, filling, or removal of wetlands, pollution, or discharge into waters, springs, seeps, or wetlands, use of pesticide or biocides, and disruption of natural drainage patterns is prohibited.

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

K. **Commercial Forestry.** Harvesting of trees for commercial forestry purposes on the Protected Property is prohibited.

L. **Vegetative Cutting.** Cutting, removal, mowing, harming or destruction of any vegetation on the Protected Property is prohibited, except as necessary to maintain or achieve over the designated five-year wetland monitoring period, a minimum mean density of 320 characteristic trees per acre, which must be present for the five year monitoring period. Characteristic tree species are those which have

been planted, along with natural recruitment of tree species such as sweet gum, red maple, loblolly bay, loblolly pine, and pond pine. Loblolly pine or pond pine (softwood species) shall not comprise more than ten percent of the 320 stem per acre requirement. In addition, at least five character tree species shall be present, and no species shall comprise more than twenty percent of the 320 stem per acre total.

M. **Tree Density.** Stem counts in the mitigation area shall not be allowed to fall below a per-acre density of six non-pine trees greater than twenty inches in diameter. In addition, densities of non-pine trees greater than ten inches in diameter will be maintained at or greater than thirty square feet of basal area per acre of mitigation area. Dead and dying trees, snags, and logs shall be left on-site to provide foraging habitat.

The Grantee shall have the right to enter the property at all reasonable times for the purpose of inspecting said property to determine if 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 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 the Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the Wetlands Restoration Program, whose mailing address is 512 N. Salisbury Street, P.O. Box 29535, Raleigh, NC 27626-9535.

III. 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 required the restoration of the Protected Property to its prior condition.

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 to 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 Wetlands Restorations 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 all uses of the Protected Property that are not expressly 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 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 Grantee for the aforesaid purposes.

AND Grantors covenant that they are seized of said premises in fee and have the right to convey the permanent easement herein granted; that the same are free from encumbrances and that they will warrant and defend title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed in its name by its President and attested by its Secretary, and its Corporate Seal affixed thereto by authority duly given.

President

Secretary
(CORPORATE SEAL)

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STATE OF FLORIDA

COUNTY OF Orange

I, DORIS E. SEVERNS, a Notary Public in and for the County and State aforesaid, do hereby certify that ALAN G. FICKETT personally came before me this day and acknowledged that he is Secretary of Ecosystems Land Mitigation Corporation, and that by authority duly given and as an act of said Corporation, the foregoing instrument was signed by MILLER McCARTHY, its President, attested by himself as Secretary, and sealed with the common seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 17 day of February, 1999.

Doris E. Severns
Notary Public DORIS E. SEVERNS

My Commission expires:

Doris E. Severns
MY COMMISSION # CC568055 EXPIRES
October 23, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

The foregoing Certificate(s) of DORIS E SEVERNS

is/~~are~~ certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

GEORGE E. TATUM REGISTER OF DEEDS FOR CUMBERLAND COUNTY,

By _____ Deputy / ~~Assistant~~ - Register of Deeds