Drawn By: William H. McMullen, Attorney
Mail To: Grantee

Excise Tax: $0.00

NORTH CAROLINA, LINCOLN COUNTY
The following certificate of Geri A. Smith, Notary Public of the State of Texas, is certified to be correct. Presented for registration and recorded January 27, 2003, at 9:53 AM in Book 1421, Page 363.
ELAINE N. HARMON
Register of Deeds for Lincoln County, NC

BY: Judith W. Martin
asst Register of Deeds

Tax Parcel No.: 2-77072 Parcel Identifier No.:

Brief description for the Index

75.235 ac. West of Killian Rd. (S.R. 1008)

NORTH CAROLINA DEED OF GIFT

THIS DEED made this 30th day of December, 2002, by and between

GRANTOR	GRANTEE
MARSH RESOURCES, INC. a Delaware corporation	**CATAWBA LANDS CONSERVANCY** a N.C. non-profit organization 105 W. Morehead Street Charlotte, NC 28202

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership

The designation 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, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all their right, title and interest in that certain lot or parcel of land situated in the City of , Howard's Creek Township, Lincoln County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED AND INCORPORATED HEREIN BY REFERENCE

Exhibit A

A certain tract or parcel of land containing 75.235 acres, lying and being in Howard's Creek Township, Lincoln County, North Carolina, west of Killian Road (SR 1008), bounded on the north by Potts Creek, on the west by Wyant, on the south by Corriher, Caldwell, Conner and on the east by Killian Road, and being more particularly described as follows:

COMMENCING at North Carolina Geodetic Survey Monument "Chapman," (NAD 83 N=199,145.184 M., E=404,345.400 M), said monument being North 03 degrees 48 minutes 54 seconds East 4,394.59 feet from North Carolina Geodetic Monument "Smith," (NAD 83 N=197,808.924 M., E=404,434.511 M.) and running thence North 89 degrees 42 minutes 22 seconds West 10,707.13 feet to a P-K nail (NCGS Coordinates N=653,417.0751 feet; E=1,315,882.9758 feet) set in the centerline of the SR 1008 (Killian Road) bridge over Potts Creek, the northwestern corner of that certain parcel conveyed by deed to T. F. Corriher, Jr., recorded in Deed Book 344, Page 23, Lincoln County Registry, and said nail being the POINT OF BEGINNING; thence with the centerline of Potts Creek the following thirty-four (34) courses and distances: (1) South 65 degrees 45 minutes 38 seconds West 21.74 feet to a point; (2) South 78 degrees 37 minutes 10 seconds West 82.43 feet to a point; (3) North 87 minutes 56 minutes 06 seconds West 279.13 feet to a point; (4) North 85 degrees 45 minutes 51 seconds West 87.32 feet to a point; (5) North 83 degrees 21 minutes 25 seconds West 85.17 feet to a point; (6) South 89 degrees 40 minutes 19 seconds West 98.86 feet to a point; (7) North 76 degrees 26 minutes 58 seconds West 41.82 feet to a point; (8) North 86 degrees 03 minutes 20 seconds West 242.12 feet to a point; (9) North 60 degrees 23 minutes 46 seconds West 232.67 feet to a point; (10) North 51 degrees 02 minutes 33 seconds West 197.72 feet to a point; (11) North 50 degrees 07 minutes 42 seconds West 111.89 feet to a point; (12) North 59 degrees 46 minutes 08 seconds West 74.42 feet to a point; (13) North 39 degrees 49 minutes 18 seconds West 55.72 feet to a point; (14) North 55 degrees 56 minutes 31 seconds West 269.81 feet to a point; (15) North 64 degrees 00 minutes 14 seconds West 36.16 feet to a point; (16) North 16 degrees 06 minutes 23 seconds West 34.45 feet to a point; (17) North 41 degrees 35 minutes 45 seconds West 186.91 feet to a point; (18) North 46 degrees 57 minutes 24 seconds West 104.07 feet to a point; (19) North 26 degrees 52 minutes 03 seconds West 100.36 feet to a point; (20) North 51 degrees 20 minutes 27 seconds West 136.64 feet to a point; (21) North 66 degrees 50 minutes 05 seconds West 87.93 feet to a point; (22) North 46 degrees 51 minutes 06 seconds West 89.52 feet to a point; (23) North 60 degrees 30 minutes 45 seconds West 99.21 feet to a point; (24) North 46 degrees 33 minutes 49 seconds West 42.90 feet to a point; (25) North 53 degrees 38 minutes 38 seconds West 96.57 feet to a point; (26) North 58 degrees 25 minutes 01 seconds West 216.62 feet to a point; (27) North 53 degrees 26 minutes 31 seconds West 105.99 feet to a point; (28) North 59 degrees 28 minutes 51 seconds West 66.43 feet to a point; (29) North 54 degrees 47 minutes 24 seconds West 125.49 feet to a point; (30) North 52 degrees 31 minutes 31 seconds West 91.98 feet to a point; (31) North 60 degrees 12 minutes 44 seconds West 65.23 feet to a point; (32) North 36 degrees 08 minutes 17 seconds West 16.62 feet to a point; (33) North 60 degrees 34 minutes 29 seconds West 32.51 feet to a point; (34) North 42 degrees 10 minutes 04 seconds West 26.26 feet to a point; thence South 40 degrees 22 minutes

38 seconds West 15.03 feet to an axle found on the creek bank in the line of Jerry Thomas Wyant (Deed Book 755, Page 313, Lincoln County Registry); thence with the line of Wyant South 40 degrees 22 minutes 38 seconds West 421.13 feet to a bent iron pipe found; thence South 44 degrees 10 minutes 58 seconds West 940.14 feet to a new 5/8 inch iron rebar set in the line of Wyant; thence the following eight (8) new lines across the lands of T. F. Corriher, Jr. (Deed Book 301, Page 366, and Deed Book 344, Page 23, Lincoln County Registry): (1) South 88 degrees 25 minutes 15 seconds East 1529.48 feet to a new 5/8 inch iron rebar set; (2) South 41 degrees 31 minutes 41 seconds East 622.45 feet to a new 5/8 inch iron rebar set; (3) South 9 degrees 35 minutes 39 seconds West 57.10 feet to a new 5/8 inch iron rebar set; (4) South 9 degrees 35 minutes 39 seconds West 355.18 feet to a new 5/8 inch iron rebar set; (5) South 80 degrees 44 minutes 50 seconds East 86.43 feet to a new 5/8 inch iron rebar set; (6) North 6 degrees 55 minutes 38 seconds East 280.20 feet to a new 5/8 inch iron rebar set; (7) South 68 degrees 33 minutes 35 seconds East 229.12 feet to a new 5/8 inch iron rebar set; (8) South 20 degrees 47 minutes 20 seconds East 1070.02 feet to a bent angle iron, a common corner with Thomas Howard Caldwell (Deed Book 925, Page 548, Lincoln County Registry); said iron being North 17 degrees 58 minutes 58 seconds East 598.06 feet from an iron found; thence with the line of Caldwell North 80 degrees 44 minutes 57 seconds East 543.52 feet to an angle iron found in the line of Conner Family Farm Ltd. (Deed Book 1115, Page 475, Lincoln County Registry); thence with the line of Conner the following five (5) courses and distances: (1) North 07 degrees 18 minutes 45 seconds East 324.90 feet to a point; (2) South 68 degrees 27 minutes 03 seconds East 243.40 feet to a point; (3) North 67 degrees 58 minutes 57 seconds East 153.83 feet to a point; (4) South 56 degrees 31 minutes 03 seconds East 324.87 feet to a 3/4 inch iron pipe found; (5) North 77 degrees 17 minutes 54 seconds East 236.95 feet to a nail found in the centerline of Killian Road (SR 1008), a common corner with Corriher (Deed Book 344, Page 23, Lincoln County Registry); thence with the line of Corriher and the center of Killian Road the following four (4) courses and distances: (1) North 10 degrees 34 minutes 59 seconds East 103.11 feet to a point; (2) North 4 degrees 09 minutes 15 seconds East 98.69 feet to a point; (3) North 03 degrees 38 minutes 09 seconds West 131.58 feet to a P-K Nail found; (4) North 07 degrees 25 minutes 15 seconds West 507.99 feet to a P-K Nail in the centerline of said road, the POINT OF BEGINNING containing 75.235 acres (3,277,238 square feet), more or less according to that certain survey by Robert J. Wilkins, Professional Land Surveyor, (L-3393), dated 31 January, 2000 (File No. 200003), to which reference is made for a more complete description, and being a portion of those parcels conveyed to T. F. Corriher, Jr. by deeds recorded in Deed Book 344, Page 23; Deed Book 301, Page 366; Deed Book 336, Page 563; and Deed Book 236, Page 563, Lincoln County Registry.

Attached to and made a part of General Warranty Deed from Marsh Resources, Inc. (Grantor) to Catawba Lands Conservancy (Grantee) dated December 30th, 2002.

Attached to and made a part of General Warranty Deed from Marsh Resources Inc. (Grantor) to Catawba Lands Conservancy (Grantee), dated December 30th, 2002.

Deed Restrictions

EXHIBIT B

1. Subdivision. The legal or de facto subdivision of the Property is prohibited.
2. Commercial Use. Commercial use of or activity on the Property, other than those related to passive recreation or conservation education, is prohibited.
3. Industrial Use. Industrial use of or activity on the Property is prohibited.
4. Residential Use. Residential use of or activity on the Property is prohibited.
5. Agricultural Use. Agricultural use of or activity on the Property is prohibited.
6. Dumping. Dumping of soil, trash, ashes, garbage, waste, or other material on the Property is prohibited.
7. Grading, Mineral Use, Excavation, Dredging. Grading, filling, excavation, dredging, mining, and drilling on the Property is prohibited. Removal of topsoil, sand, gravel, rock, peat, and minerals from the Property is prohibited.
8. Development Rights. The placement or construction of any buildings, structures, or other improvements of any kind, other than pedestrian footpaths, boardwalks, and related benches, signage, fencing and the like, is prohibited. The parties agree that all development rights for the Property, except as otherwise reserved and provided herein, that are now or hereafter inherent in the Property are terminated and extinguished, and may not be used on or transmitted to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property.
9. Signs. Placement of signs, billboards, or outdoor advertising on the Property is prohibited, other than interpretive signs describing the restoration activities and conservation values of the Property, signs identifying the owner of the Property, signs giving directions or posting regulations, or other signs relating to the conservation of the Property.
10. Motorized Vehicles. Use of motorized vehicles on the Property is permitted only on existing drives.
11. 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, causing, or permitting the diversion of wetlands, or polluting or discharging into waters, springs, seeps, or wetlands is prohibited.
12. Vegetation Removal. There shall be no pruning, harvesting, or other removal of trees or vegetation on the Property, except as necessary to prevent hazard, disease, or fire on

the Property, or to restore or enhance the hydrology on the Property, or for the protection of native plant species and/or removal of invasive exotic species on the Property. Application of chemical or non-chemical based herbicides, pesticides and fungicides is permitted, provided such applications are in compliance with all applicable federal, state and local statutes and regulations, and only to the extent such use does not have a demonstrable detrimental effect on the Conservation Values of the Property.

13. Access. For a period of five (5) years from the date of transfer of the Property to Grantee, Grantor, its representatives, designees, and assigns hereby reserve the right to enter the Property for the purposes of monitoring the wetland and riparian resources of the Property; to undertake activities required to restore, manage, maintain, or enhance the wetland and riparian resources of the Property; provided, however, all such activities shall be reviewed by Grantee, and all activities are subject to all local, state, and federal regulations.

In consideration of Grantee accepting this Deed containing the above described right of access, Grantor hereby agrees to indemnify and hold Grantee harmless for any and all claims or actions arising in connection with Grantor's exercise of its right(s) hereinabove reserved including, without limitation, reasonable attorney fees for the defense thereof.

The property herein above described by Grantor by instrument(s) recorded in Book 1157 at Page 652 in the Lincoln County Public Registry.

A map showing the above-described property is recorded in Map Book at Page .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor convenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property herein above described is subject to the following exceptions:

Valid and enforceable easements, and rights-of-way, of record; those certain Deed Restrictions set forth in Exhibit B attached hereto and incorporated herein by reference; and Lincoln County real property taxes which Grantor agrees to pay.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal, or if corporate, has caused this instrument to be signed in the corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Marsh Resources, Inc.,
A Delaware corporation

By: _____ VICE President

STATE OF TEXAS, COUNTY OF HARRIS

I, GERI A. SMITH, a Notary Public of the County and State aforesaid, do here certify that FRANK J. FERAZZI, personally appeared before me this day and acknowledged the he/~~she~~ is VICE PRESIDENT of Marsh Resources, Inc., a Delaware corporation, and that he/~~she~~ as VICE PRESIDENT, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 17TH day of ~~December~~ JANUARY, ~~2002~~ 2003.

My Commission expires: _____

_____ Notary Public

GERI A. SMITH
Notary Public
STATE OF TEXAS
My Comm. Exp. 07 - 31 - 2004

The foregoing Certificate(s) of _____

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.

_____ REGISTER OF DEEDS FOR _____ COUNTY

By_____, Deputy/ Assistant-Register of Deeds