North Carolina, Catawba County
The following certificate of...
SUSAN G MCGEE, STEPHANIE RENEE PARKER
Notary Public , is certified to be correct. Presented for registration and recorded
December 29, 2004 01:39 pm
Book 02631 Page 1723

Donna Hicks Spencer
By: Pam Williams
Deputy/Assistant Register of Deeds

Catawba County 12-29-2004
NORTH CAROLINA
Real Estate
Excise Tax $920.00

PREPARED BY: Robert A. Mullinax - Mullinax & Williams, PLLC, Attorneys, P. O. Box 148, Newton, NC 28658-0148 (dme)

038282 Revenue $920.00

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT DEED

COUNTY OF CATAWBA

THIS CONSERVATION EASEMENT DEED, made this 22nd day of December, 2004, by and between Sherrill Furniture Company with an address of P. O. Box 189, Hickory, NC 28603 ("Grantor"), and the NORTH CAROLINA WILDLIFE HABITAT FOUNDATION, INC., whose address is P.O. Box 29187, Greensboro, NC 27429-9187 ("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, The Grantee is qualified to hold a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

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 funding, 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 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

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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, Grantor owns in fee simple certain real property situated, lying, and being in Catawba County, North Carolina (the **"Property"),** and being more particularly described as set out on Schedule A attached hereto and made a part of as if fully set out herein; and

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 and described areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such easement. This Conservation Easement shall be for the protection and benefit of the waters of the Catawba River Basin, CU 03050 102.

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 property set out on Schedule A attached hereto, for the perpetual protection of same.

WHEREAS, Grantor and Grantee acknowledge the restoration, enhancement, creation, and preservation of the Easement Area is a condition of any funding as provided by the Ecosystem Enhancement Program. Grantor and Grantee further agree that third-party rights of access, monitoring, enforcement and completion of any Easement Area encumbered by this Conservation Easement shall be held by the Ecosystem Enhancement Program (to include any successor State agencies), and that these rights are in addition to, and do not limit, the rights of enforcement under this Conservation Easement.

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

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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 ACTIVITIES

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, birdwatching, 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 for management, maintenance, or stewardship purposes, or on existing roads. Hiking foot trails may be constructed to support the permitted recreational and educational uses of the Easement Area permitted by this Conservation Easement. Such trails must be constructed of a pervious surface and in accordance with best management practices to minimize soil erosion and water quality impacts, may not be more than six feet wide and shall be located in a manner acceptable to the Grantee.

B. Stream Crossings. The Grantor reserves the right of ingress, egress and maintenance of the areas shown as stream crossings on the recorded plats referred to in Schedule A

C. Educational Uses. The Grantor reserves the right 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.

D. Vegetative Cutting. Except as related to the removal of diseased or damaged trees and vegetation that obstructs, destabilizes or renders unsafe the Easement Area, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

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

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

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

H. Roads and Trails. There shall be no construction of roads, trails, walkways, or asphalt or concrete paving 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 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.

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J. 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.

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, any activity by the Grantor diverting, causing, allowing or permitting the diversion of surface or underground water into, within or out of the Easement Area is not allowed. 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 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.

M. 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 division of the remaining fee simple rights shall be subject to this Conservation Easement.

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. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of non-native plants, trees and/or animal species is prohibited.

P. Farm Path. There is reserved from this conveyance unto the Grantor, its heirs and assigns, a perpetual right of ingress, egress, and regress over and the perpetual right to maintain and upkeep in a suitable and passable manner that certain roadway designated as "farm path" on that certain plat recorded in Plat Book 61 at Page 4, Catawba County Registry.

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 Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

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III. GRANTEE RESERVED USES

The Grantee, authorized representatives of the Grantee and their successors or assigns 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 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, in accordance with a long-term management plan. 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. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

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, Grantor's their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor 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 Grantors, 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,

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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, Grantor's their successors or assigns including, without limitation, any costs of restoration 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 by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

V. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of N.C. Gen. Stat. § 43-214.8 et seq., the Ecosystem Enhancement 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 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.

E. 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.

F. 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.

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G. 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.

This conveyance is made subject to that certain Right of way Agreement between Sherrill Furniture Company and Duke Energy recorded in Book 2631 at Page 1721, Catawba County Registry.

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 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.

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

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THIS SPACE IS INTENTIONALLY LEFT BLANK.

GRANTOR:

Sherrill Furniture Company

BY: HW Sherrill President

STATE OF NORTH CAROLINA, COUNTY OF CATAWBA.

I, Susan G McGee, a notary public, do hereby certify that HW Sherrill personally came before me this day and acknowledged that ✓ he is President of Sherrill Furniture Company, and that ✓ he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 22nd day of December, 2004.

My Commission Expires: May 16, 2009 Susan G. McGee
Notary Public

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GRANTEE:

N.C. Wildlife Habitat Foundation

BY: John B. Saslow
~~**W. Harrison Stewart, Jr.**~~ John B Saslow
~~**Treasurer**~~ Chairman

STATE OF NORTH CAROLINA, COUNTY OF Guilford.

I, Stephanie Renee Parker a notary public, do hereby certify that ~~W. Harrison Stewart, Jr.~~** personally came before me this day and acknowledged that he is ~~Treasurer~~ Chairman of N.C. Wildlife Habitat Foundation, and that he, as ~~Treasurer~~ Chairman, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 27th day of December, 2004.

My Commission Expires: 12/5/09 Stephanie Renee Parker
Notary Public

Stephanie Renee Parker
Guilford County
State of North Carolina
Notary Public

**John B. Saslow

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SCHEDULE A

FIRST TRACT: Beginning at an iron pin located at the northwesternmost corner of that certain area designated as "Easement Area" on the hereinafter referred to plat, and running thence from said beginning point, North 78 deg. 38 min. 40 sec. East 730.89 feet to an iron pin; thence North 71 deg. 42 min. 18 sec. East 168.42 feet to an iron pin; thence North 65 deg. 27 min. 31 sec. East 300.64 feet to an iron pin; thence North 51 deg. 16 min. 53 sec. East 96.04 feet to an iron pin; thence North 34 deg. 25 min. 11 sec. East 648.91 feet to an iron pin; thence South 84 deg. 45 min. 44 sec. East 295.21 feet to an iron pin; thence South 34 deg. 01 min. 40 sec. West 827.05 feet to an iron pin; thence South 77 deg. 15 min. 55 sec. East 946.80 feet to an iron pin; thence South 67 deg. 14 min. 59 sec. East 159.83 feet to an iron pin; thence South 16 deg. 26 min. 15 sec. West 201.23 feet to an iron pin; thence North 67 deg. 14 min. 59 sec. West 158.46 feet to an iron pin; thence North 80 deg. 38 min. 48 sec. West 546.26 feet to an iron pin; thence North 80 deg. 29 min. 55 sec. West 577.69 feet to an iron pin; thence South 68 deg. 39 min. 42 sec. West 324.51 feet to an iron pin; thence South 80 deg. 57 min. 37 sec. West 856.74 feet to an iron pin; thence North 07 deg. 11 min. 28 sec. West 268.26 feet to the place and point of Beginning.

SECOND TRACT: Beginning at an iron pin located North 34 deg. 39 min. 06 sec. East 80.35 feet from the northernmost point of FIRST TRACT above, and running thence from said beginning point, North 84 deg. 45 min. 44 sec. West 293.91 feet to an iron pin; thence North 35 deg. 27 min. 05 sec. East 145.65 feet; thence South 55 deg. 03 min. 24 sec. East 254 feet to the place and point of Beginning.

THIRD TRACT: Beginning at an iron pin located South 67 deg. 14 min. 59 sec. East 70.43 feet from the northeasternmost point of FIRST TRACT above, and running thence from said beginning point, South 67 deg. 14 min. 59 sec. East 234.48 feet to an iron pin in the line of Troy P. Cansler, Jr. (Deed Book 1914, Page 148, Catawba County Registry); thence with the westernmost boundary of Cansler, South 06 deg. 26 min. 06 sec. West 208.40 feet to an iron pin; thence North 67 deg. 14 min. 59 sec. West 270.89 feet to an iron pin; thence North 16 deg. 26 min. 15 sec. East 201.23 feet to the place and point of Beginning.

The above three tracts consist of and contain the entire three areas designated as "Easement Area" as shown on that certain plat prepared by Matrix East, PLLC, Professional Land Surveyors, property of Sherrill Furniture Company - Conservation Easement Survey for The South Fork Site (South Portion) for EBX-Neuse I, LLC, which plat is recorded in Plat Book 61 at Page 3,

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Catawba County Registry, and to which plat reference is made for a more complete and particular description.

FOURTH TRACT: Beginning at an iron pin located in the eastern edge of the right of way of U.S. Highway 321, and running thence from said beginning point, North 13 deg. 53 min. 05 sec. West 85.68 feet to a right of way disc; thence North 24 deg. 47 min. 02 sec. West 640.09 feet to a right of way disc; thence North 11 deg. 51 min. 37 sec. West 102.8 feet to a right of way disc; thence North 23 deg. 10 min. 13 sec. West 875.19 feet to a right of way disc; thence North 22 deg. 23 min. 04 sec. West 193.89 feet to an iron pin; thence North 22 deg. 23 min. 04 sec. West 250.38 feet to an iron pin; thence North 22 deg. 23 min. 04 sec. West 38.80 feet to a right of way disc; thence North 28 deg. 49 min. 44 sec. West 258.99 feet to an iron pin; thence North 52 deg. 46 min. 12 sec. East 182.16 feet to an iron pin; thence South 80 deg. 25 min. 54 sec. East 8 feet to an iron pin; thence South 31 deg. 09 min. 42 sec. East 68.53 feet to an iron pin; thence North 66 deg. 06 min. 25 sec. East 134.68 feet to an iron pin; thence South 24 deg. 04 min. 30 sec. West 158.92 feet to an iron pin; thence South 23 deg. 34 min. 53 sec. East 422.31 feet to an iron pin; thence South 23 deg. 34 min. 53 sec. East 62.43 feet to an iron pin; thence North 69 deg. 20 min. 50 sec. East 46.47 feet to an iron pin; thence North 69 deg. 20 min. 50 sec. East 49.96 feet to an iron pin; thence North 45 deg. 28 min. 17 sec. East 207.11 feet to an iron pin; thence North 70 deg. 47 min. 21 sec. East 384.84 feet to an iron pin; thence North 48 deg. 42 min. 07 sec. East 166.25 feet to an iron pin; thence North 77 deg. 49 min. 58 sec. East 24.25 feet to an iron pin; thence North 77 deg. 49 min. 58 sec. East 151.73 feet to an iron pin; thence North 77 deg. 49 min. 58 sec. East 140.86 feet to an iron pin; thence North 11 deg. 32 min. 22 sec. East 167.02 feet to an iron pin; thence North 34 deg. 37 min. 16 sec. East 254.65 feet to an iron pin; thence South 67 deg. 19 min. 25 sec. East 112.24 feet to an iron pin; thence South 17 deg. 38 min. 39 sec. West 413.82 feet to an iron pin; thence South 88 deg. 11 min. 33 sec. West 32.34 feet to an iron pin; thence South 30 deg. 40 min. 29 sec. West 114.26 feet to an iron pin; thence South 17 deg. 14 min. 54 sec. West 141.11 feet to an iron pin; thence South 25 deg. 51 min. 51 sec. East 119.57 feet to an iron pin; thence South 19 deg. 26 min. 01 sec. West 487.88 feet to an iron pin; thence South 19 deg. 26 min. 01 sec. West 134.84 feet to an iron pin; thence South 39 deg. 03 min. 54 sec. West 139.64 feet to an iron pin; thence South 39 deg. 03 min. 54 sec. West 54.30 feet to an iron pin; South 25 deg. 40 min. 54 sec. West 66.71 feet to an iron pin; South 12 deg. 15 min. 16 sec. West 134.93 feet to an iron pin; thence South 11 deg. 19 min. 40 sec. East 269.42 feet to an iron pin; thence South 00 deg. 11 min. 46 sec. East 186.91 feet to an iron pin; thence South 22 deg. 21 min. 14 sec. West 230.27 feet to an iron pin; thence South 17 deg. 33 min. 55 sec. West 161.04 feet to an iron pin; thence South 56 deg. 05 min. 45 sec.

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West 132.09 feet to an iron pin; thence South 38 deg. 00 min. 03 sec. West 16.56 feet to the point and place of Beginning.

This conveyance is made subject to certain electrical easement and right of way to Duke Power Company as illustrated on that certain plat hereinafter referred to.

FIFTH TRACT: Beginning at an iron pin located at the northeasternmost point of that certain "Easement Area" shown on plat recorded in Plat Book 61 at Page 5, Catawba County Registry, and running thence from said beginning point, South 18 deg. 33 min. 59 sec. West 119.91 feet to an iron pin; thence South 07 deg. 03 min. 55 sec. East 378.94 feet to an iron pin; thence South 00 deg. 31 min. 56 sec. West 381.05 feet to an iron pin; thence South 02 deg. 05 min. 55 sec. West 446.74 feet to an iron pin; thence South 10 deg. 57 min. 30 sec. West 397.69 feet to an iron pin; thence South 13 deg. 46 min. 54 sec. West 488.66 feet to an iron pin; thence South 24 deg. 04 min. 33 sec. West 192.77 feet to an iron pin; thence South 63 deg. 33 min. 52 sec. West 150.47 feet to an iron pin; thence North 04 deg. 19 min. 36 sec. East 95.83 feet to an iron pin; thence North 22 deg. 04 min. 06 sec. East 185.83 feet to an iron pin; thence North 13 deg. 28 min. 22 sec. East 451.19 feet to an iron pin; thence North 00 deg. 02 min. 04 sec. West 116.08 feet to an iron pin; thence North 05 deg. 37 min. 30 sec. East 168.03 feet to an iron pin; thence North 27 deg. 50 min. 23 sec. East 149.79 feet to an iron pin; thence North 02 deg. 14 min. 03 sec. East 263.94 feet to an iron pin; thence North 00 deg. 01 min. 24 sec. East 269.92 feet to an iron pin; thence North 03 deg. 45 min. 18 sec. East 187.81 feet to an iron pin; thence North 08 deg. 13 min. 59 sec. West 355.80 feet to an iron pin; thence North 02 deg. 25 min. 27 sec. West 129.09 feet to an iron pin; thence North 18 deg. 17 min. 59 sec. East 153.96 feet to an iron pin; thence South 71 deg. 14 min. 16 sec. East 141.21 feet to the place and point of Beginning.

The above FOURTH TRACT and FIFTH TRACT consist of and contain the entire areas designated as "Easement Area" as shown on those certain plats prepared by Matrix East, PLLC, Professional Land Surveyors, property of Sherrill Furniture Company - Conservation Easement Survey for The South Fork Site (North Portion) for EBX-Neuse I, LLC, which plats are recorded in Plat Book 61 at Page 4 (Sheet 1 of 2) and in Plat Book 61 at Page 5 (Sheet 2 of 2), Catawba County Registry, and to which plats reference is made for a more complete and particular description.

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SIXTH TRACT: (Lutz): Beginning at an existing iron pin located at the southeasternmost point of Dennis E. Lutz (Book 420, Page 319, Catawba County Registry), said beginning point being in the line of Sherrill Furniture Company, and running thence from said beginning point, South 64 deg. 00 min. 00 sec. West 116.10 feet to an iron pin at the eastern edge of the right of way of U.S. Highway 321; thence with the right of way, North 23 deg. 10 min. 13 sec. West 12.94 feet to a right of way disc; thence continuing with the right of way, North 22 deg. 23 min. 04 sec. West 483.07 feet to a right of way disc; thence continuing with the right of way, North 28 deg. 49 min. 44 sec. West 258.99 feet to an iron pin; thence a new line of Lutz, North 52 deg. 46 min. 12 sec. East 182.16 feet to an iron pin; thence another new line of Lutz, South 80 deg. 25 min. 54 sec. East 8 feet to an iron pin; thence South 09 deg. 25 min. 53 sec. West 63.44 feet to a point in a stream; thence with the stream, South 09 deg. 33 min. 08 sec. East 106.01 feet; thence continuing with the stream, South 14 deg. 20 min. 09 sec. East 54.87 feet; thence continuing with and leaving said stream, South 25 deg. 03 min. 22 sec. East 577.50 feet to the point and place of Beginning, containing 1.949 total acres (1.330 acres exclusive of easement).

The above description is taken from a survey for Sherrill Furniture Company, Jacobs Fork Township, Catawba County, NC, dated November 4, 2004, prepared by Matrix East, PLLC, and bearing reference to Deed Book 420, Page 319, Catawba County Registry.

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