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FILED Joyce H. Pearson
Register of Deeds Orange COUNTY,NC
BY:
Deputy Linda Cheek

9874.05.6653
9874.05.8541
9874.15.0218
9874.15.2517 MSB

Prepared by
and Return to: Marion Patrick, State of North Carolina Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

ORANGE COUNTY

THIS CONSERVATION EASEMENT DEED, made this 24 day of May, 2007, by and between Orange County, North Carolina, having an address of Post Office Box 8181, Hillsborough, NC 27278 (hereinafter "Grantor"), and the State of North Carolina (hereinafter "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 Wetlands Restoration Program (as defined in N.C. Gen Stat. § 143-214.8) within the Department of Environment 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, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

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

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

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

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Hillsborough Township, Orange County, North Carolina (the "Protected Property"), and being more particularly described as those certain parcels of land identified as:

1) PIN# 9874-15-2517
2) PIN# 9874-15-0218
3) PIN# 0874-05-8541
4) PIN# 0874-05-6653

WHEREAS, Grantor is willing to grant a Conservation Easement on a portion of the Protected Property, thereby restricting and limiting the use of the portion of the Protected Property subject to this Conservation Easement to the terms and conditions and for the 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 Stillhouse Creek, its tributaries, and the Eno River.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a portion of the Protected Property, referred to hereafter as the "Easement Area," for the benefit of the people of North Carolina, and being all of the tracts of land as identified as Areas 1, 2, 3, & 4 containing 2.09 acres as shown on a plat of survey entitled "Conservation Easement Survey of Stillhouse Creek Restoration for NC Ecosystem Enhancement Program" dated 1/2/07, certified by Randy S. Rambeau, Sr., PLS, McKim & Creed, and recorded in Map Book 102, Page 34, Orange County Registry. The Easement Area being more particularly described as follows and on Exhibit A attached hereto and incorporated herein:

Area 1 – 39,878 SF or 0.92 Acres
Area 2 – 13,463 SF or 0.31 Acres
Area 3 – 30,516 SF or 0.70 Acres
Area 4 – 7,147 SF or 0.16 Acres

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

I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its 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 hunting, bird watching, hiking, 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 undeveloped educational uses and the right of access to the Easement Area for such purposes including organized educational activities such as site visits, studies, and observations. 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 vegetation in the Easement Area is prohibited.

D. **Industrial Use.** Industrial activities in the Easement Area are prohibited.

E. **Residential Use.** Residential use of the Easement Area is prohibited.

F. **Commercial Use.** Commercial activities in the Easement Area are prohibited.

G. **Agricultural Use.** All agricultural use of the Easement Area including use for cropland, waste lagoons, or pastureland is prohibited.

H. **New Construction.** There shall be no building, facility, mobile home, or other structure constructed or placed in the Easement Area except as authorized under Paragraph II.P. of this Conservation Easement.

I. **Signs.** No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Protected Property and the holder of the Conservation Easement, and signs giving directions or proscribing rules and regulations for the use of the Easement Area or for the adjacent County-owned land.

J. **Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance or machinery, or other material in the Easement Area is prohibited.

K. **Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials except as authorized under Paragraph II.P. of this Conservation Easement.

L. **Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Easement Area may be temporarily used for good cause shown as needed for the survival of livestock and agricultural production.

M. **Subdivision.** 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 in the Easement Area shall be subject to this Conservation Easement. Grantor agrees for itself, its successors and assigns, that in the event it transfers the Protected Property, or any portion thereof, such transfer is subject to the Grantee's right of ingress, egress, and regress over and across the Protected Property to the Easement Area for the purposes set forth herein.

N. **Development Rights.** Grantor hereby voluntarily grants and conveys to the Grantee all development rights for the Easement Area, except as otherwise reserved and provided by the terms of this Conservation Easement, that are now or hereafter inherent in the Easement Area property. The parties agree that such development rights are now terminated and extinguished, and may not be used on or transferred to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Easement Area property or any other property by anyone or any entity, including the Grantee.

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 by Grantor is prohibited.

P. **Utilities.** Through, over, under and across the Easement Area, the following numbered conditions shall apply:

1) All existing utility easements and facilities as shown and labeled variously as "sanitary sewer easement," "stormwater outfall" and "maintenance corridor" on the plat entitled "Conservation Easement Survey of Stillhouse Creek Restoration for the NC Ecosystem Enhancement Program" dated 1/2/07 are exempt from the requirements described below.

2) Upon written request, EEP will consider and approve any new installation, as listed below, that does not negatively impact the integrity of the "Easement Area."

(a) Pipeline and utility line construction will be minimized to the greatest extent reasonably practicable.

(b) All disturbed facilities; features and vegetation will be restored to their original condition to the greatest extent reasonably practicable. Due to

the environmental sensitivity of the Easement Area, disturbed and removed vegetation in access areas, staging areas, constructed areas, excluding any permanent utility easement, will be replaced with herbaceous species such that the Easement Area achieves a rapid recovery from the disturbance. The permanent utility easement will be vegetated with suitable grass vegetation.

(c) Corridor and clearing width for Easement Area crossings and parallel construction will be limited to the minimum necessary to construct the needed facilities, subject to line size, equipment size and work zone. The temporary construction easements will be vegetated with native herbaceous species at the completion of construction.

(d) Utility construction will minimize the disturbance of structures used for grade control, habitat and bank stabilization. If disturbance occurs in order to provide service, the structure will be restored to its original condition to the greatest extent reasonably practicable.

(e) Permanent utility easement corridors will be minimized to the greatest extent reasonably practicable and are limited to fifteen (15) to thirty (30) feet in width depending upon pipeline size and depth.

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

(g) Crossings will be perpendicular to the greatest extent reasonably practicable.

(h) Crossings will be accomplished by drilling, boring and jacking methods to the greatest extent reasonably practicable. When crossings must be constructed using open trench excavation, temporary discharge of excavated or fill material will be minimized in both quantity and duration to the greatest extent reasonably practicable.

(i) Erosion control devices shall be utilized to contain all disturbed materials and will conform to State requirements. Crossing of the waterway, wetland or other water feature will be accomplished in a timely manner such that environmental and flooding impact is minimized to the greatest extent reasonably practicable.

(j) Underground construction shall be to a sufficient depth to avoid future exposure due to scouring to the greatest extent reasonably practicable.

(k) Utilities constructed parallel to stream corridors will be a minimum of twenty (20) feet from the top of stream bank. The area between the utility and the top of stream bank shall remain undisturbed except at crossings.

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 Wetlands Restoration Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

A. Ingress, Egress, Regress and Inspection. The Grantee, its employees and agents, successors and assigns, are hereby granted the perpetual right of general ingress, egress, and regress to the Easement Area over the Protected 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. Restoration 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, its successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, its 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 Protected Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to seek and, if granted by a judge of the General Court of Justice sitting in Orange County, 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 Protected Property at reasonable times for the purpose of inspection to determine whether the Grantor, its 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, its 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, its 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, 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.

IV. 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 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.

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 Protected 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.

V. QUIET ENJOYMENT

Grantor reserves all rights accruing from ownership of the Protected Property, including the right to engage in or permit or invite others to engage in only those uses of the Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Easement Area, and the right of quiet enjoyment of the Easement Area.

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

AND Grantor covenants with the Grantee that Grantor has done nothing to impair such title as Grantor received, has the right to convey the permanent easement herein granted, and Grantor will warrant and defend title to the same against the claims of all persons claiming by, under or through Grantor.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN TESTIMONY WHEREOF, the Grantor has executed the foregoing as of the day and year first above written,

Grantor

ORANGE COUNTY, NORTH CAROLINA

By: _____
Moses Carey Jr., Chair
Orange County Board of Commissioners

ATTEST:

_____
Donna S. Baker, Clerk to the
Board of Commissioners

NORTH CAROLINA
COUNTY OF ORANGE

I, Monica C Evans, a Notary Public of the County and State aforesaid, certify that Donna S. Baker personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal, this the 24th day of May, 2007

_____
Notary Public

My commission expires:
12/12/07

OFFICIAL SEAL
Notary Public, North Carolina
ORANGE COUNTY
MONICA C EVANS
My Commission Expires 12/12/09

EXHIBIT A

Easement Area Description

Stillhouse Creek Restoration
Hillsborough, NC (Orange County)

AREA 1

BEING all that tract of land containing 0.92 acres more or less, located in the Town of Hillsborough, Orange County, North Carolina; and bounded on all sides by lands owned by and/or in possession of Orange County and being more particularly described by courses based on N. C. Grid (NAD 83) and distances as shown on a survey with an error of closure of better than 1 to 10,000 entitled "Conservation Easement Survey of Stillhouse Creek Restoration for Ecosystem Enhancement Program" by McKim and Creed, P.A., dated January 2, 2007, more particularly described as follows:

> COMMENCING at a 60d nail set (N. C. Grid Coordinates [NAD 83] N=845,240.88 feet, E=1,970,977.15 feet), thence as a tie line south 38 deg. 17 min. 49 sec. west 92.97 feet to an iron rod set, said iron rod also being the POINT OF BEGINNING; thence with the easterly top-of-bank of the Eno River north 74 deg. 49 min. 22 sec. west 126.03 feet crossing Stillhouse Creek to an iron rod set; thence north 47 deg. 15 min. 54 sec. west 33.79 feet to an iron rod set; thence north 53 deg. 28 min. 43 sec. east 240.89 feet to an iron rod set; thence north 41 deg. 10 min. 45 sec. east 68.54 feet to an iron rod set; thence north 82 deg. 18 min. 53 sec. east 31.57 feet to an iron rod set; thence south 83 deg. 46 min. 23 sec. east 37.38 feet to an iron rod set; thence south 45 deg. 34 min. 07 sec. east 67.30 feet crossing Stillhouse Creek to an iron rod set; thence south 28 deg. 07 min. 30 sec. west 26.46 feet to an iron rod set; thence south 47 deg. 23 min. 13 sec. west 266.73 feet to the POINT OF BEGINNING.

AREA 2

BEING all that tract of land containing 0.31 acres more or less, located in the Town of Hillsborough, Orange County, North Carolina; and bounded on all sides by lands owned by and/or in possession of Orange County and being more particularly described by courses based on N. C. Grid (NAD 83) and distances as shown on a survey with an error of closure of better than 1 to 10,000 entitled "Conservation Easement Survey of Stillhouse Creek Restoration for Ecosystem Enhancement Program" by McKim and Creed, P.A., dated January 2, 2007, more particularly described as follows:

> COMMENCING at a 60d nail set (N. C. Grid Coordinates [NAD 83] N=845,240.88 feet, E=1,970,977.15 feet), thence as tie lines the following four calls: (1) south 38 deg. 17 min. 49 sec. west 92.97 feet to an iron rod set, (2) north 47 deg. 23 min. 13 sec. east 266.73 feet to an iron rod set, (3) north 28 deg. 07 min. 30 sec. east 26.46 feet to an iron rod set and (4) continuing north 28 deg. 07 min. 30 sec. east 12.50 feet to an iron rod set, said iron rod also being the POINT OF BEGINNING; thence north 45 deg. 34 min. 07 sec. west 67.95 feet crossing Stillhouse Creek to an iron rod set; thence north 83 deg. 46 min. 23 sec. west 43.00 feet to an iron rod set; thence south 82 deg. 18 min. 53 sec. west 19.29 feet to an iron rod set; thence north 41 deg. 10 min. 45 sec. east 73.41 feet to an iron rod set; thence north 26 deg. 35 min. 44 sec. east 106.32 feet to an iron rod set; thence south 47 deg. 34 min. 29 sec. east 19.99 feet to an iron rod set; thence south 59 deg. 07 min. 04 sec. east 86.96 feet crossing Stillhouse Creek to an iron rod set; thence south 28 deg. 07 min. 30 sec. west 131.11 feet to the POINT OF BEGINNING.

AREA 3

BEING all that tract of land containing 0.70 acres more or less, located in the Town of Hillsborough, Orange County, North Carolina; and bounded on all sides by lands owned by and/or in possession of Orange County and being more particularly described by courses based on N. C. Grid (NAD 83) and distances as shown on a survey with an error of closure of better than 1 to 10,000 entitled "Conservation Easement Survey of Stillhouse Creek Restoration for Ecosystem Enhancement Program" by McKim and Creed, P.A., dated January 2, 2007, more particularly described as follows:

> COMMENCING at a 60d nail set (N. C. Grid Coordinates [NAD 83] N=845,240.88 feet, E=1,970,977.15 feet), thence as tie lines the following six calls: (1) south 38 deg. 17 min. 49 sec. west 92.97 feet to an iron rod set, (2) north 47 deg. 23 min. 13 sec. east 266.73 feet to an iron rod set, (3) north 28 deg. 07 min. 30 sec. east 26.46 feet to an iron rod set, (4) continuing north 28 deg. 07 min. 30 sec. east 12.50 feet to an iron rod set, (5) continuing north 28 deg. 07 min. 30 sec. east 131.11 feet to an iron rod set, and (6) continuing north 28 deg. 07 min. 30 sec. east 12.01 feet to an iron rod set, said iron rod also being the POINT OF BEGINNING; thence north 59 deg. 07 min. 04 sec. west 85.17 feet crossing Stillhouse Creek to an iron rod set; thence north 47 deg. 34 min. 29 sec. west 22.18 feet to an iron rod set; thence north 26 deg. 35 min. 44 sec. east 16.85 feet to an iron rod set; thence north 83 deg. 51 min. 29 sec. east 34.55 feet to an iron rod set; thence north 21 deg. 39 min. 42 sec. east 113.66 feet to an iron rod set; thence north 01 deg. 50 min. 45 sec. east 46.07 feet to an iron rod set; thence north 26 deg. 35 min. 44 sec. east 49.18 feet to an iron rod set; thence north 85 deg. 39 min. 51 sec. east 81.10 feet to an iron rod set; thence north 01 deg. 57 min. 44 sec. west 5.52 feet to an iron rod set; thence south 71 deg. 17 min. 41 sec. east 15.74 feet to an iron rod set; thence north 88 deg. 52 min. 04 sec. east 25.63 feet crossing Stillhouse Creek to an iron rod set; thence south 02 deg. 55 min. 23 sec. west 63.90 feet to an iron rod set; thence south 48 deg. 27 min. 43 sec. west 51.12 feet to an iron rod set; thence south 16 deg. 20 min. 32 sec. west 141.82 feet to an iron rod set; thence south 89 deg. 45 min. 03 sec. west 32.95 feet to an iron rod set; thence south 28 deg. 07 min. 30 sec. west 52.45 feet to the POINT OF BEGINNING.

AREA 4

BEING all that tract of land containing 0.16 acres more or less, located in the Town of Hillsborough, Orange County, North Carolina; and bounded on all sides by lands owned by and/or in possession of Orange County and being more particularly described by courses based on N. C. Grid (NAD 83) and distances as shown on a survey with an error of closure of better than 1 to 10,000 entitled "Conservation Easement Survey of Stillhouse Creek Restoration for Ecosystem Enhancement Program" by McKim and Creed, P.A., dated January 2, 2007, more particularly described as follows:

> COMMENCING at a 60d nail set (N. C. Grid Coordinates [NAD 83] N=845,240.88 feet, E=1,970,977.15 feet), thence as tie lines the following twelve calls: (1) south 38 deg. 17 min. 49 sec. west 92.97 feet to an iron rod set, (2) north 47 deg. 23 min. 13 sec. east 266.73 feet to an iron rod set, (3) north 28 deg. 07 min. 30 sec. east 26.46 feet to an iron rod set, (4) continuing north 28 deg. 07 min. 30 sec. east 12.50 feet to an iron rod set, (5) continuing north 28 deg. 07 min. 30 sec. east 131.11 feet to an iron rod set, (6) continuing north 28 deg. 07 min. 30 sec. east 12.01 feet to an iron rod set, (7) continuing north 28 deg. 07 min. 30 sec. east 52.45 feet to an iron rod set, (8) north 89 deg. 45 min. 03 sec. east 32.95 feet to an iron rod set, (9) north 16 deg. 20 min. 32 sec. east 141.82 feet to an iron rod set, (10) north 48 deg. 27 min. 43 sec. east 51.12 feet to an iron rod set, (11) north 02 deg. 55 min. 23 sec. east 63.90 feet to an iron rod set and

(12) continuing north 02 deg. 55 min. 23 sec. east 12.03 feet to an iron rod set, said iron rod also being the POINT OF BEGINNING; thence south 88 deg. 52 min. 04 sec. west 24.38 feet crossing Stillhouse Creek to an iron rod set; thence north 71 deg. 17 min. 41 sec. west 18.17 feet to an iron rod set; thence north 01 deg. 57 min. 44 sec. west 209.13 feet to an iron rod set; thence north 88 deg. 13 min. 30 sec. east 29.69 feet crossing Stillhouse Creek to an iron rod set; thence south 02 deg. 40 min. 19 sec. east 109.32 feet to an iron rod set; thence south 07 deg. 52 min. 07 sec. east 103.43 feet to an iron rod set; thence south 02 deg. 55 min. 23 sec. west 3.61 feet to the POINT OF BEGINNING.