NORTH CAROLINA
AVERY COUNTY } OFFICE OF REGISTER OF DEEDS

THE FOREGOING CERT. OR ANNEXED CERT. OF Katherine M. Naujoka N.P.
OF SAID CO., & STATE IS CERTIFIED TO BE CORRECT.
FILED FOR REGISTRATION AT 2:07 O'CLOCK P M.
ON THE 11 DAY OF June 2004
AND REGISTERED IN THIS OFFICE IN BOOK 379 AT PAGE 1353.

Tamela O Baker BY Renee Dellinger
REGISTER OF DEEDS ASSISTANT/DEPUTY

FILED in MITCHELL County, NC
on Jun 11 2004 at 04:07:12 PM
by: PATTY YOUNG
Register of Deeds
BOOK 396 PAGE 632

FILED in Avery County, NC
on Jun 11 2004 at 02:07:15 PM
by: Tamela T. Baker
Register of Deeds
BOOK 379 PAGE 1353

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT
Little Table Rock Mountain

AVERY COUNTY
MITCHELL COUNTY
McDOWELL COUNTY
SPO File Number 61-D

Prepared by Blane Rice--Return to Miller & Johnson
~~Return to Blane Rice, State Property Office~~
~~1321 Mail Service Center~~
~~Raleigh, NC 27699-1321~~

2004004351
MCDOWELL CO, NC FEE $44.00
PRESENTED & RECORDED:
06-16-2004 01:49:36 PM
Patricia A. Reel
REGISTER OF DEEDS
BY: PATRICIA A REEL
REGISTER OF DEEDS
BK:CRP 784
PG:609-619

THIS CONSERVATION EASEMENT DEED, made this 9th day of June, 2004, by the Conservation Trust for North Carolina, a North Carolina nonprofit corporation, Grantor, whose mailing address is PO Box 33333, Raleigh, North Carolina 27636-3333 and the State of North Carolina, Grantee, whose mailing address is State of North Carolina State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

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

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

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement

11|44.00

Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

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

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8, two of the components of the Ecosystem Enhancement 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 situated, lying, and spanning parts of Grassy Creek Township in Mitchell County, North Cove Township in McDowell County and Toe River Township in Avery County, North Carolina (the "Protected Property"), and being more particularly described as the certain parcel of land commonly known as Little Tablerock Mountain, which is more accurately described on a plat titled "Property of Humpback Mountain Corporation" dated November 25, 1997 and sealed by Jerry L. Ball, PLS Number L-3108. The Protected Property is more particularly described in Exhibit "A" as attached.

WHEREAS, Grantor is willing to grant a Conservation Easement over the Protected Property, thereby restricting and limiting the use of the included areas of the Protected Property to the terms and conditions and 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 all 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 those tracts of land more particularly described on Exhibit "A", which is incorporated herein by reference.

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

I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

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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. Future Conveyance. Grantor recognizes and acknowledges that all rights not conveyed but reserved herein shall be conveyed by General Warranty Deed to the State of North Carolina upon request by the State. The Wildlife Resources Commission will provide management of the Protected Property after all governmental approvals have been obtained. The Grantor retains all rights to the following recitals for the duration of time until the General Warranty Deed conveyance to the Grantee occurs.

B. 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.

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, or except as necessary to control invasive and/or exotic species 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. Existing roads or trails located in the Easement Area may be maintained in order to minimize runoff, sedimentation and for access to the interior of the Protected Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Area. These roads shall not be paved or covered with asphalt, but gravel or permanent vegetation may be used to stabilize or cover the road surfaces. Two parking areas, each measuring approximately 14 feet in width by 26 feet in length are permitted within the Easement Area provided that the following conditions are met: 1) the parking areas are located adjacent to existing roads; 2) no trees are removed to create these parking areas; and 3) gravel or permanent herbaceous vegetation are utilized to stabilize the soil and minimize the potential for erosion occurring from these parking areas. Existing access gates may be improved, replaced, or maintained and new access gates may be constructed to control access to 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 Protected 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.

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 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.** Unless otherwise noted, 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.

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 Protected 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.

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 1619 Mail Services Center, Raleigh, NC 27699-1619.

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 at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

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

D. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, 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. § 143-214.8 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 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.

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.

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 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 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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The Conservation Trust for North Carolina, a North Carolina Non-Profit Corporation

By: June Small (SEAL)
June Small, President

ATTEST

D. Reid Wilson
D. Reid Wilson, Executive Director/Asst. Secty.

NORTH CAROLINA

COUNTY OF Wake

I, Katharine M. Naujoks, a Notary Public in and for the County and State aforesaid, do hereby certify that D. Reid Wilson personally appeared before me this day and acknowledged that ~~he~~ is the Assistant Secretary of the Conservation Trust for North Carolina, a North Carolina Non-Profit Corporation, and that by the authority duly given as an act of the corporation, the foregoing instrument was signed in its name by its President and attested by ~~herself~~ him as its Assistant Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 9th day of June 2004.

Katharine M. Naujoks
Notary Public

My commission expires:

July 27, 2008

Mitchell County, North Carolina

Not Each of the foregoing (or annexed) certificate(s) of Katherine M. Naujoks, notary public is 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.

My commission expires:

Patty Young, Register of Deeds

By: Patty Young
~~Assistant/Deputy~~ Register of Deeds

EXHIBIT A

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BEGINNING on a concrete monument, a corner to those lands of Henredon Furniture, Inc. (see Deed Book 131, Page 282, Mitchell County Registry) and Unimin Corporation (see Deed Book 171, Page 1,007); thence running with the Unimin Corporation line North 44° 46 Min. 59 Sec East 759.18 feet to a 2" iron stake; thence South 66° 01 Min. East 106.82 feet to a 2" iron; thence South 87° 52 Min. 59 Sec East 181.31 feet to an iron set at a 28" marked Oak; thence North 81° 35 Min. 41 Sec. East 536.37 feet to a 2" iron; thence South 84° 11 Min. East 315.64 feet to a 2" iron at a 4" marked Hickory; thence North 69° 34 Min. 49 Sec. East 400.87 feet to an iron; thence South 58° 24 Min. East 149.73 feet to a 2" iron; thence North 88° 31 Min. 10 Sec. East 422.47 feet to an iron set at a 26" marked Oak; thence South 56° 55 Min. East 186.22 feet to an iron set at a stump; thence South 42° 09 Min. East 202.02 feet to an iron; thence South 63° 17 Min. 42 Sec East 502.26 feet to an iron set at a 36"marked Oak; thence South 76° 53 Min. East 145.33 feet to an iron at a 36". Oak; thence North 87 ° 34 Min. East 143.22 feet to an iron in or near the Mitchell County/McDowell County boundary; thence North 02° 00 Min. East 132.01 feet to a concrete monument in or near the Mitchell County/Avery Country boundary; thence crossing into Avery County and running North 50° 41 Min. East 304.70 feet to an iron; thence North 67° 09 Min. East 222.20 feet to an iron; thence North 01° 52 Min. East 297.50 feet to an iron; thence N 17 deg 28 min E 228.07 feet to an iron; thence North 63° 39 Min. East 127.39 feet to an iron; thence South 47° 04 Min. East 69.70 feet to an iron; thence North 59° 24 Min. 00 Sec. East 427.80 feet to an iron; thence North 41° 00 Min. 00 Sec East 430.80 feet to an iron; thence North 69° 26 Min. 00 Sec. East 577.10 feet to an iron; thence South 71° 42 Min. East 328.02 feet to an iron; thence North 68° 54 Min. East 113.20 feet to an iron; thence North 84° 00 Min. 23 Sec. East 374.89 feet to an iron set at a marked Lynn Snag at a spring, a corner to those lands owned now or formerly by CSX Railroad; thence running with the railroad line and crossing into McDowell County, South 03° 43 Min. 25 Sec. West 1,494.68 feet to an iron, a corner to the United States of America U.S. Forest Service; thence running with the Forest Service line South 45° 16 Min. 12 Sec. East 905.74 feet to an iron set in the center line of an existing woods road; thence continuing with the Forest Service line South 24° 02 Min. West 218.00 feet to an iron; thence South 75° 21 Min. 00 Sec. West 655.60 feet to N.P.S. Monument #211; thence South 61° 46 Min. West 313.06 feet to N.P.S. Monument #210; thence South 62° 25 Min. West 167.30 feet to N.P.S. Monument #209; thence South 72° 00 Min. 30 Sec. West 844.41 feet to N.P.S. Monument #208; thence South 32° 05 Min. 00 Sec. West 404.47 feet to N.P.S. Monument # 207; thence South 07° 34 Min. 30 Sec. West 557.06 feet to N.P.S. Monument #206; thence South 07° 15 Min. 00 Sec. West 474.23 feet to N.P.S. Monument #205; thence South 07° 40 Min. West 188.60 feet to N.P.S. Monument #204; thence South 07° 37 Min. West 330.50 feet to N.P.S. Monument #203; thence South 08° 39 Min. West 183.53 feet to N.P.S. Monument #202; thence3 South 05° 44 Min. West 290.78 feet to N.P.S. Monument #201; thence South 06° 25 Min. 30 Sec. West 437.98 feet to N.P.S. Monument #200; thence South 28° 42 Min. West 42.03 feet to an iron located in or near the McDowell County/Mitchell County line, in the boundary of those lands of Robert Lee Queen (described in Book 148, Page 98, Mitchell County Registry); thence running with the Queen line South 87° 40 Min. 24 Sex. West 628.29 feet to an iron, a corner to Billy Ray Pendley; thence running with the Pendley line South 87° 40 Min. 24 Sec. West 354.27 feet to an iron, a corner to Joseph B. Gourlay; thence running with the Gourlay line South 87° 26 Min. West 278.86 feet to an iron at the Eastern edge of an old woods road; thence crossing the road and running South 87° 59 Min. West 29.68 feet to an iron in the boundary of Kathy R. Smith (see Deed Book 276, Page 771, Mitchell County Registry); thence running with the Kathy Smith line South 87° 40 Min. West 174.32 feet to an iron found at a 24" marked Poplar, a corner to C.A. Hensley (see Mitchell County Deed Book 155, Page 420); thence running with the Hensley line North 09° 05 Min. East 70.33 feet to a 10" marked Spanish Oak; thence North 08° 06 Min. West 116.05 feet to a 18" marked Chestnut Oak; thence North 34° 41 Min. West 117.16 feet to an iron set in the center of a 14" Chestnut Oak stump; thence North 67° 57 Min. West 311.94 feet to a spike set in the center of a double 18" White Oak; thence North 86° 36 Min. West 190.34 feet to an iron set at two 6" marked Spanish Oaks; thence South 28° 11 Min. West 99.72 feet to a marked 14" Spanish Oak; thence South 14° 46 Min. West 74.92 feet to an iron set in the centerline of an old road; thence running with the old road South 09° 28 Min. East 59.58 feet to an iron; thence continuing with the old road South 23° 26 Min. East 62.43 feet to an iron; thence South 05° 33 Min. West 120.71 feet to an iron; thence leaving the old road and running South 63° 20 Min. West 48.10 feet to an iron set at a down 10" Oak; thence South 30 ° 32 Min. West 129.05 feet to a 28" Spanish Oak; thence South 32° 45 Min. West 85.39 feet to a 6" Dogwood; thence South 19° 12 Min. East 91.16 feet to an iron set at a 10" Poplar; thence South 22° 30 Min. East 39.34 feet to a 10" Poplar; thence South 29° 25 Min. East 105.65 feet to an iron set at a 24" marked Walnut; thence South 29° 25 Min. East 57.58 feet to a point in the centerline of NCSR 1128; thence running with the centerline of NCSR 1128, South 32° 17 Min. West 40.98 feet to a point; thence South 15° 08 Min. West 55.81 feet to a point; thence South 03° 44 Min. West 59.87 feet to a point; thence South 00° 41 Min. 20 Sec. East 442.76 feet to a point; thence South 02° 44 Min. West 60.33 feet to a point; thence South 15° 52 Min. West 57.46 feet to a point; thence South 37° 28 Min. West 45.53 feet to a point thence South 60° 40 Min. West 42.45 feet to a point; thence South 79° 42 Min. West 25.46 feet to a point; thence North 83° 23 Min. West 36.99 feet to a point; thence North 65° 28 Min. West 40.00 feet to a point; thence N 51 deg 18 min W 39.96 feet to a point; thence North 37° 16 Min. West 107.89 feet to a point at the intersection of the Humpback Mountain Subdivision Road; [illegible]

West 175.05 feet to a stake, a corner to Lot 4; thence running with the boundary of Lot 4, North 49° 15 Min. West 152.99 feet to a stake, a corner to Lot 5; thence running with the boundary Lot 5, North 49° 15 Min. West 149.61 feet to a stake, a corner to Lot 6; thence running with the boundary of Lot 6, North 49 15 Min. West 153.23 feet to a stake, a corner to Lot 7; thence running with the boundary of Lot 7, North 49° 14 Min. West 149.82 feet to a stake thence continuing with the boundary of Lot 7, South 41° 48 Min. West 201.96 feet to a stake near the Eastern edge of the Humpback Mountain Subdivision Road; thence running along the edge of Humpback Mountain Subdivision Road, North 43° 43 Min. West 147.55 feet to a point; thence North 37° 20 Min. West 339.32 feet to a point; thence North 35° 16 Min. West 110.90 feet to a point; thence North 32° 09 Min. West 145.98 feet to a point; thence North 33° 45 Min. West 66.78 feet to a point; thence North 37° 45 Min. West 75.93 feet to a point; thence North 41° 53 Min. East 87.90 feet to a point; thence North 33° 10 Min. East 76.92 feet to a point; thence North 03° 33 Min. East 67.82 feet to a point; thence North 05° 19 Min. West 58.34 feet to a point; thence North 12° 48 Min. West 38.99 feet to a point; thence North 04° 12 Min. West 65.60 feet to a point; thence North 10° 30 Min. West 169.82 feet to a point; thence North 22° 54 Min. West 49.21 feet to a point; thence N 52 deg 10 min W 60.86 feet to a point; thence N 72° 14 Min. West 60.24 feet to a point; thence North 79° 15 Min. West 57.35 feet to an point; thence North 56° 54 min. West 26.32 feet to a point; thence North 39° 18 Min. West 44.61 feet to a point; thence North 20° 44 Min. West 35.05 feet to a point; thence North 16° 44 Min. West 51.63 feet to a point; thence North 27° 32 Min. West 57.24 feet to a point; thence North 18° 23 Min. West 50.44 feet to a point; thence North 61° 45 Min. West 56.95 feet to a point; thence North 01° 59 Min. East 39.35 feet to a point; thence North 44° 03 Min. East 86.22 feet to a point; thence South 63° 33 Min. East 100.67 feet to a point; thence North 89° 58 Min. East 86.32 feet to a point; thence North 40° 02 Min. East 106.87 feet to a point; thence North 32° 56 Min. East 102.12 feet to a point; thence North 32° 05 Min. East 102.95 feet to a point; thence north 11° 40 Min. West 214.63 feet to a point; thence North 15° 20 Min. West 58.02 feet to a point; thence North 11° 13 Min. West 42.13 feet to a point; thence North 27° 38 Min. West 29.39 feet to a point; thence North 27° 38 Min. West 58.62 feet to a point; thence north 68° 13 Min. West 60.71 feet to a point; thence North 70° 06 Min. West 62.13 feet to a point; thence North 44° 06 Min. West 17.99 feet to a point; thence North 14° 41 Min. West 9.79 feet to a point; thence North 11° 17 Min. East 33.63 feet to a point; thence North 29° 58 Min. East 171.14 feet to a point; thence North 27° 51 Min. East 125.25 feet to a point; thence North 12° 10 Min. East 102.54 feet to a point; thence North 07° 43 Min. East 100.26 feet to a point; thence North 21° 03 Min. West 104.47 feet to a point; thence North 59° 10 Min. West 77.82 feet to an iron at the edge of the road; thence leaving the road and running North 35° 05 Min. West 323.63 feet to an iron; thence North 67° 05 Min. West 247.10 feet to an iron; thence North 51° 20Min. West 357.03 feet to an iron at the edge of a right of way leading to the Humpback Mountain Subdivision reservoir site; thence North 51° 20 Min. West 32.00 feet to a point in the centerline of a road in a 30' wide right of way leading from the Humpback Mountain Subdivision property to the Humpback Mountain Property Owners' reservoir site; thence running down and with the centerline of said right of way South 09° 58 Min. West 147.88 feet to a point; thence South 18° 08 Mon. West 186.82 feet to a point; thence South 08° 50 Min. West 195.80 feet to a point; thence leaving the road and running South 54° 03 Min. West 44.89 feet to an iron in the boundary of Hemedon Furniture, Inc. (see Mitchell County Deed Book 131, Page 282); thence North 01° 12 Min. West 178.14 feet to an iron; thence North 06° 46 Min. East 266.43 feet to an iron; thence North 12° 39 Min. East 111.84 feet to an iron; thence North 01° 21 Min. West 233.15 feet to an iron; thence North 23° 48 Min. 00 Sec. East 462.31 feet to the point of **BEGINNING**, containing 545.41 acres as shown on a survey plat prepared by Jerry L. Ball, RLS, L-3108 on 25 November 1997 with map number 97147-11.

THERE IS EXCEPTED AND RESERVED FROM THIS CONVEYANCE a 1.11 acre tract or parcel of land shown on said survey plat as the Humpback Mountain Property Owners, Inc. reservoir site and more particularly described as follows: **BEGINNING** at the southernmost point of said reservoir site shown on said survey plat and running North 50° 38 Min. West 110.00 feet to a point; thence North 50° 38 Min. West 40.00 feet to a point in the centerline of a road and 30' right of way leading form said reservoir tract to the Humpback Mountain Subdivision property; thence North 50° 38 Min. West 70.00 feet to a point; thence North 39° 22 Min. East 220.00 feet to a point; thence South 50° 38 Min. East 220.00 feet to a point; thence South 39° 22 Min. West 220.00 feet to the point of **BEGINNING**, containing 1.11 acres.

THERE IS EXCEPTED AND RESERVED FROM THIS CONVEYANCE a perpetual, non-exclusive, easement and right of way for the use of Humpback Mountain Property Owners, Inc. in and to that certain private road and 30' wide right of way shown on said survey plat leading from said 1.11 acre reservoir tract to the lands of Humpback Mountain Subdivision for purposes of ingress, egress and repairs to and from said

EXHIBIT A

CRP 784 619

BOOK 379 PAGE 1363

ALSO CONVEYED HEREWITH is a perpetual and non exclusive easement and road right of way leading to and from NCSR 1128 and the hereinabove described property over and upon Laurel Ridge Road as shown on the map Book I, page 333 Mitchell County Registry, and the connector road running from Laurel Ridge Road with the Sarvis and Gourlay lines as shown on said map to the southern boundary of the above described tract at the terminus of the easement as shown at Map Book I, page 332 of the Mitchell County Registry, together with right of ingress, egress and regress for purposes of maintenance inspection, improvement and repair of said roadway.

EXCEPTING AND RESERVING from the above conveyance a perpetual, non-exclusive easement and right of way to Holston Land Company, Inc. and United States of America (Blue Ridge Parkway), for the use of the presently existing woods road, said easement of record in Book 270, page 630, McDowell County Registry, and further shown on survey plat by Jerry L. Ball, RLS #L-3180 dated 25 November 1997, Map No. 97147-11.

Patricia A. Reel
Register of Deeds

McDowell County
Register of Deeds

21 South Main Street, Suite A • Marion, NORTH CAROLINA 28752
Telephone 828-652-4727 • Fax 828-652-1537 • E-Mail register@mcdowell.main.nc.us

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Filed For Registration: 06/16/2004 01:49:36 PM

Book: CRP 784 Page: 609-619

Document No.: 2004004351

EASEMENT 11 PGS 44.00

Recorder: PATRICIA A REEL

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tate of North Carolina, County of McDowell

he foregoing certificates of KATHERINE M NAUJOKS Notary(ies) Public is(are) certified to be correct this 16TH of UNE 2004.

ATRICIA A. REEL, REGISTER OF DEEDS

Patricia A. Reel

y:_____
EGISTER OF DEEDS

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DO NOT REMOVE!

his certification sheet is a vital part of your recorded document. Please retain with original document and submit hen re-recording.