NORTH CAROLINA - ASHE COUNTY
The foregoing certificate(s) of
JENNIFER HODGE
ERIC HIEGL
Notary Public is (are) certified to be correct.
Duly registered this date and hour shown
on the first page hereof.
SHIRLEY B. WALLACE
Register of Deeds
By Ann M. Woodie
Assistant / Deputy

BK:00327 PG:1482

FILED
ASHE COUNTY
SHIRLEY B. WALLACE
REGISTER OF DEEDS

FILED	Apr 15, 2005
AT	10:01:19 am
BOOK	00327
START PAGE	1482
END PAGE	1491
INSTRUMENT #	02221

Ashe County 04-15-2005
NORTH CAROLINA
Real Estate
Excise Tax $330.00

330.00

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

ASHE COUNTY
SPO File Number 05-AR
Prepared by: Office of the Attorney General
Property Control Section
Return to: Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS CONSERVATION EASEMENT DEED, made this 15th day of April, 2005, by Elk Shoals United Methodist Camp, Inc., ("**Grantor**"), whose mailing address is 349B Methodist Camp Road, West Jefferson, NC 28694, to the National Committee for the New River, ("**Grantee**"), whose mailing address is PO Box 1480, West Jefferson, NC 28694. 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 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, Grantor owns in fee simple certain real property situated, lying, and being in Obids Township, Ashe County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 350 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 00222 at Page 2259** of the Ashe County Registry, North Carolina; 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 areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of the South Fork New 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 described area of the Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tract of land as identified as 95.908 Acres Total as shown on a plat of survey entitled "Conservation Easement for the State of North Carolina, Ecosystem Enhancement Program" dated November 4, 2004, certified by Henry Munroe Hobson, and **recorded in Map Book 6, Page 214,** Ashe County Registry. The 95.908 Acres in Total being more particularly described as follows:

A tract of land in Obids Township, Ashe County, NC being bounded on the east by the South Fork of the New River, on the west by Elk Shoals Methodist Camp, and on the south by John Robert, Ward-Burns.

Beginning on a point in the north line of John Ward Burns said point being located N 88 degrees 47'51"E 456.60' from an existing 1/2"rod corner of Burns and Elk Shoals Camp.

THENCE North 01 degrees 52 minutes 56 seconds East for a distance of 117.46 feet passing a new 1/2"rebar at 3.37'to a 24" White Pine;
THENCE North 13 degrees 16 minutes 30 seconds East for a distance of 121.81 feet to a 6"Birch;
THENCE North 00 degrees 26 minutes 38 seconds West for a distance of 148.00 feet to a 8" Poplar;
THENCE North 42 degrees 51 minutes 41 seconds East for a distance of 127.17 feet to a 20" pine;
THENCE North 44 degrees 01 minutes 28 seconds West for a distance of 110.25 feet to a 24" White Pine;
THENCE North 87 degrees 54 minutes 25 seconds West for a distance of 138.27 feet to a 24" White Pine;
THENCE North 35 degrees 51 minutes 44 seconds West for a distance of 340.20 feet to a new rebar;
THENCE North 73 degrees 46 minutes 04 seconds West for a distance of 108.83 feet to a 5"locust;
THENCE North 41 degrees 38 minutes 34 seconds West for a distance of 362.37 feet to a new rebar;
THENCE North 21 degrees 43 minutes 10 seconds West for a distance of 186.66 feet to a point;
THENCE North 03 degrees 42 minutes 27 seconds East for a distance of 83.41 feet to a point;

THENCE North 00 degrees 04 minutes 06 seconds East for a distance of 171.47 feet to a point;
THENCE North 23 degrees 00 minutes 25 seconds West for a distance of 58.27 feet to a 6" maple;
THENCE North 17 degrees 34 minutes 44 seconds West for a distance of 136.89 feet to a 20" White Pine;
THENCE North 15 degrees 34 minutes 48 seconds West for a distance of 200.37 feet to a double 20" maple;
THENCE North 54 degrees 55 minutes 45,seconds West for a distance of 172.53 feet to a 10" sassafras;
THENCE North 48 degrees 20 minutes 47 seconds West for a distance of 199.08 feet to a 12" Sp. oak;
THENCE North 01 degrees 08 minutes 33 seconds East for a distance of 126.70 feet to a post;
THENCE North 15 degrees 15 minutes 43 seconds West for a distance of 98.30 feet to a post;
THENCE North 40 degrees 12 minutes 33 seconds West for a distance of 62.97 feet to a post;
THENCE North 77 degrees 56 minutes 45 seconds West for a distance of 68.36 feet to a 10" cherry;
THENCE North 52 degrees 41 minutes 46 seconds West for a distance of 63.68 feet to a 4" birch;
THENCE North 44 degrees 37 minutes 11 seconds West for a distance of 145.58 feet to a power pole;
THENCE North 45 degrees 15 minutes 08 seconds West for a distance of 95.06 feet to a new iron;
THENCE North 53 degrees 03 minutes 11 seconds West for a distance of 184.40 feet to a 8" Ash;
THENCE North 48 degrees 43 minutes 00 seconds West for a distance of 72.29 feet to a 8" cherry;
THENCE North 42 degrees 52 minutes 31 seconds West for a distance of 222.17 feet to a power pole;
THENCE North 34 degrees 47 minutes 11 seconds West for a distance of 311.46 feet to a double 20" birch;
THENCE North 61 degrees 26 minutes 50 seconds West for a distance of 106.42 feet to a 5" locust;
THENCE North 36 degrees 58 minutes 27 seconds West for a distance of 167.82 feet to a 5" hickory;
THENCE North 12 degrees 40 minutes 52 seconds West for a distance of 156.94 feet to a new iron at a 12" white pine;
THENCE North 62 degrees 50 minutes 42 distance of 75.50 feet 12" white pine;
THENCE North 33 degrees 55 minutes 26 seconds West for a distance of 160.32 feet to a 20" Sp. oak;
THENCE North 25 degrees 32 minutes 58 seconds West for a distance of 200.16 feet to a 4" Red oak;
THENCE North 40 degrees 07 minutes 52 seconds West for a distance of 330.25 feet to a 12" Ash;
THENCE North 39 degrees 24 minutes 31 seconds West for a distance of 117.40 feet to a new iron;
THENCE North 30 degrees 29 minutes 04 seconds West for a distance of 154.76 feet to a new iron;
THENCE North 31 degrees 55 minutes 32 seconds West for a distance of 103.67 feet to X on a rock;
THENCE North 39 degrees 56 minutes 12 seconds West for a distance of 76.45 feet to a new iron;
THENCE North 40 degrees 47 minutes 25 seconds West for a distance of 134.78 feet to new iron;
THENCE North 51 degrees 22 minutes 17 seconds East for a distance of 287.11 feet to a new iron on the west bank of the South Fork of the New River said iron being located S 10 degrees 17'39"E 162.63' from a PK nail in the center of a low water bridge;
THENCE with the west bank of the South Fork of the New River the following 31 calls: South 48 degrees 08 minutes 16 seconds East for a distance of 181.98 feet;
THENCE South 40 degrees 31 minutes 23 seconds East for a distance of 194.67 feet;
THENCE South 31 degrees 25 minutes 23 seconds East for a distance of 268.89 feet;
THENCE South 24 degrees 24 minutes 19 seconds East for a distance of 137.06 feet;
THENCE South 31 degrees 51 minutes 16 seconds East for a distance of 189.80 feet;
THENCE South 46 degrees 27 minutes 53 seconds East for a distance of 140.88 feet;
THENCE South 61 degrees 34 minutes 56 seconds East for a distance of 337.33 feet;
THENCE South 38 degrees 22 minutes 29 seconds East for a distance of 191.80 feet;
THENCE South 67 degrees 47 minutes 10 seconds East for a distance of 71.44 feet;
THENCE South 42 degrees 58 minutes 34 seconds East for a distance of 228.51 feet;
THENCE South 37 degrees 10 minutes 49 seconds East for a distance of 298.71 feet;
THENCE South 50 degrees 28 minutes 13 seconds East for a distance of 364.05 feet;
THENCE South 50 degrees 19 minutes 38 seconds East for a distance of 256.36 feet;
THENCE South 48 degrees 36 minutes 58 seconds East for a distance of 273.82 feet;
THENCE South 41 degrees 39 minutes 06 seconds East for a distance of 285.78 feet;

THENCE South 44 degrees 58 minutes 20 seconds East for a distance of 262.99 feet;
THENCE South 49 degrees 24 minutes 07 seconds East for a distance of 270.83 feet;
THENCE South 45 degrees 11 minutes 30 seconds East for a distance of 219.32 feet;
THENCE South 45 degrees 11 minutes 22 seconds East for a distance of 193.93 feet;
THENCE South 38 degrees 38 minutes 23 seconds East for a distance of 109.82 feet;
THENCE South 26 degrees 06 minutes 41 seconds East for a distance of 347.19 feet;
THENCE South 32 degrees 49 minutes 32 seconds East for a distance of 189.07 feet;
THENCE South 38 degrees 06 minutes 29 seconds East for a distance of 185.60 feet;
THENCE South 30 degrees 14 minutes 06 seconds East for a distance of 94.76 feet;
THENCE South 24 degrees 52 minutes 19 seconds East for a distance of 190.49 feet;
THENCE South 37 degrees 46 minutes 13 seconds East for a distance of 282.00 feet;
THENCE South 29 degrees 41 minutes 11 seconds East for a distance of 97.42 feet;
THENCE South 37 degrees 22 minutes 42 seconds East for a distance of 135.59 feet;
THENCE South 32 degrees 45 minutes 44 seconds East for a distance of 165.93 feet;
THENCE South 30 degrees 23 minutes 33 seconds East for a distance of 211.02 feet;
THENCE South 28 degrees 53 minutes 32 seconds East for a distance of 230.41 feet;
THENCE South 42 degrees 27 minutes 14 seconds East for a distance of 62.28 feet;
THENCE leaving the river and with the Ward-Burns line South 63 degrees 08 minutes 18 seconds West for a distance of 76.00 feet to an existing 3/4" iron in a hollow;
THENCE South-63 degrees 08 minutes 34 seconds West for a distance of 238.57 feet to an existing 3/4" iron;
THENCE South 63 degrees 03 minutes 26 seconds West for a distance of 166.83 feet to an existing 3/4" iron;
THENCE North 42 degrees 49 minutes 34 seconds West for a distance of 114.45 feet to an existing 1/2" rod;
THENCE North 85 degrees 35 minutes 24 seconds West for a distance of 290.67 feet to an existing 1/2" rod;
THENCE North 20 degrees 33 minutes 29 seconds West for a distance of 317.41 feet passing an existing 5/8" rebar at 315.16' to 40" oak stump;
THENCE South 88 degrees 47 minutes 51 seconds West for a distance of 547.83 feet to the point of beginning.
Together with and subject to covenants, easements, and restrictions of record.

Said property contains 95.908 acres more or less.

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.

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 hiking, bird watching, 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 exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads.

B. Educational Uses. The Grantor reserves the right to engage in and permit others 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.

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 trees and vegetation in the Easement Area is prohibited.

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

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

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

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or asphalt or concrete paving in the Easement Area, with the exception of one trail allowed within the easement area, no wider than four (4) feet, and to be surfaced with natural, permeable materials, and to be located in such a way to prevent erosion. The trail shall be constructed without removal of woody vegetation, and will follow existing roadbeds where practicable. Usage of motorized vehicles in the Easement Area is prohibited, except along existing roads and paths identified on the survey plat. Grantor agrees to maintain all roads and paths in a condition that, to the greatest extent possible, protects water quality. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Area. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

H. 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.

I. 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.

J. 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.

K. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. 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 all 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.

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

M. Development Rights. All development rights are removed from the Easement Area and shall not be transferred.

N. 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.

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 N.C. Ecosystem Enhancement 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, receive the perpetual right of general ingress, egress, and regress to the Easement Area over the 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. 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.

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

V. MISCELLANEOUS

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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

TO HAVE AND TO HOLD the said rights and easements perpetually unto the State of North Carolina 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.

GRANTOR: Elk Shoals United Methodist Camp

_____ (SEAL)
Edmund I. Adams, President

GRANTEE: National Committee for the New River

_____ (SEAL)
Elden Horton, President

Virginia
COUNTY OF Pulaski

I, Jennifer Hodge, a Notary Public in and for the County and State aforesaid, do hereby certify that Elden Horton, personally appeared before me this day and acknowledged that he is President of the National Committee for the New River, and North Carolina Non-Profit Corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 8 day of April, 2005.

Jennifer Hodge
Notary Public

My commission expires:

June 30, 2005

JENNIFER HODGE
COMMONWEALTH OF VIRGINIA
NOTARY PUBLIC

NORTH CAROLINA
COUNTY OF Watauga

I, Eric Hiegl, a Notary Public in and for the County and State aforesaid, do hereby certify that Edmund I. Adams, personally appeared before me this day and acknowledged that he is President of Elk Shoals United Methodist Camp, and North Carolina Non-Profit Corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 15th day of April, 2005.

Eric Hiegl
Notary Public

My commission expires:

My Commission Expires November 18, 2009

ERIC HIEGL
NOTARY
PUBLIC
WATAUGA COUNTY, N.C.