Document #
0029899
FILED
PERSON COUNTY NC
07/27/2006 2:33 PM
RUSSELL JONES
Tax Administrator

Issued Jul 27 2006
$1,564.00
State of North Carolina
PERSON County
Real Estate Excise Tax

FILED in PERSON County, NC
on Jul 27 2006 at 02:48:46 PM
by: AMANDA W. GARRETT
REGISTER OF DEEDS
BOOK 596 PAGE 498

CONSERVATION EASEMENT

STATE OF NORTH CAROLINA
PERSON COUNTY
Revenue: $1,564.00
SPO File Number: 73-H
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 27 day of July, 2006, by **Sidney Jacob Thompson and Angela P. Thompson**, whose address is P.O. Box 35, Semora, NC 27343 (**"Grantor"**), to the **State of North Carolina** (**"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 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 Cunningham Township, Person County, North Carolina, and being more particularly described as: (1) Lot "A," containing 230.104 acres as shown on plat entitled "Maynard Yarbrough Estate" by E.L. Wilmarth dated December 9, 1988 and recorded in Plat Book 5, Page 467, Person County Registry; and (2) Lot "A," containing 174.981 acres as shown on plat entitled "Property of W. Clyde, E. Palmer and Elizabeth G. Brandon" by Paul L. Bailey, RLS dated November 1978 and recorded in Plat Book 23, Page 73, Person County Registry (collectively, the "**Property**"); 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 Cane Creek.

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 tracts of land described on ***Exhibit A*** attached hereto and incorporated herein. Total Easement Area contains 52.11 acres by survey.

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 paving in the Easement Area. 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. Grantor unconditionally and irrevocably hereby grants unto Grantee, its employees, agents, successors and assigns, forever and in perpetuity, an easement for ingress, egress and regress to and from 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

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 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.

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 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.

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.

Sidney Jacob Thompson (SEAL)
Sidney Jacob Thompson

Angela P. Thompson (SEAL)
Angela P. Thompson

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sidney Jacob Thompson and Angela P. Thompson.

Date: July 27, 2006.

(Official Seal)

DEBORAH M. BOWES NOTARY PUBLIC PERSON COUNTY, N. C.

Deborah M. Bowes
printed name: Deborah M. Bowes, Notary Public
My commission expires: April 12, 2009

Exhibit A

The Easement Area is located in Cunningham Township, Person County, North Carolina, and includes Tract "A" and Tract "B." Tract "A" is all of "Parcel 'A,'" containing 1,114,847 square feet, or 25.59 acres, as shown on survey entitled "Survey for the State of North Carolina, Ecosystem Enhancement Program, Cane Creek Stream Restoration Site," prepared by KCI Associates of N.C., Engineers, Surveyors and Planners, dated May 23, 2006, and recorded in Plat Book 15, Pages 1,2+3 Person County Registry (the "**Conservation Easement Plat**"). Tract "B" is all of "Parcel 'B,'" "Parcel 'C,'" and "Parcel 'D,'" containing a total of 1,155,376 square feet, or 26.52 acres, as shown on the Conservation Easement Plat. Tract "A" and Tract "B" are more particularly described as follows:

TRACT "A":

BEGINNING at a found iron pin and a set iron pin with NCDOT cap and carsonite (a "**Set Iron Pin**") located at N.C. Grid Coordinates N=1000936.69, E=1959116.90, and located at the southwestern corner of lot "A," containing 230.104 acres as shown on plat entitled "Maynard Yarbrough Estate" and recorded in Plat Book 5, Page 467, Person County Registry, now or formerly property of Sidney Thompson and Angela Thompson, Deed Book 274, Page 872, Person County Registry; thence:

(1) N03°14'03"E 283.50 feet to a Set Iron Pin; thence
(2) N49°05'37"E 161.39 feet to a Set Iron Pin; thence
(3) N13°56'51"E 214.17 feet to a Set Iron Pin; thence
(4) S85°51'25"W 84.65 feet to a Set Iron Pin; thence
(5) N58°15'42"W 82.98 feet to a Set Iron Pin; thence
(6) N02°44'26"E 112.44 feet to a Set Iron Pin; thence
(7) S60°01'41"E 79.44 feet to a Set Iron Pin; thence
(8) N89°21'31"E 290.17 feet to a Set Iron Pin; thence
(9) N56°46'17'E 247.79 feet to a Set Iron Pin; thence
(10) N08°09'43"W 225.31 feet to a Set Iron Pin; thence
(11) N01°30'35"W 413.31 feet to a Set Iron Pin; thence
(12) N41°54'47"W 319.56 feet to a Set Iron Pin; thence
(13) N20°19'43"W 195.29 feet to a Set Iron Pin; thence
(14) N00°24'50"W 321.64 feet to a Set Iron Pin; thence
(15) N23°56'25"W 216.49 feet to a Set Iron Pin; thence
(16) N28°01'55"E 82.80 feet to a Set Iron Pin; thence
(17) S26°16'37"E 81.51 feet to a Set Iron Pin; thence
(18) S10°35'16"W 78.66 feet to a Set Iron Pin; thence
(19) S34°27'16"E 43.14 feet to a Set Iron Pin; thence
(20) S52°20'33'E 109.79 feet to a Set Iron Pin; thence
(21) S25°06'57"E 95.61 feet to a Set Iron Pin; thence
(22) S00°20'06"E 267.18 feet to a Set Iron Pin; thence
(23) S25°28'22"E 141.83 feet to a Set Iron Pin; thence
(24) S42°36'09"E 286.58 feet to a Set Iron Pin; thence
(25) S06°37'51"E 480.21 feet to a Set Iron Pin; thence
(26) S00°26'56"E 204.95 feet to a Set Iron Pin; thence
(27) S43°07'20"E 604.71 feet to a Set Iron Pin; thence
(28) N02°38'26"W 376.84 feet to a Set Iron Pin; thence
(29) N05°25'30"E 357.56 feet, to a point. thence;
(30) N18°07'18"E 415.65 feet to a Set Iron Pin; thence
(31) N32°27'36"E 419.30 feet to a Set Iron Pin; thence
(32) N21°00'45"W 184.86 feet to a Set Iron Pin; thence
(33) N64°20'05"E 102.07 feet to a Set Iron Pin; thence
(34) S21°34'18"E 219.64 feet to a Set Iron Pin; thence

(35) S08°45'53"W 106.55 feet to a Set Iron Pin; thence
(36) S33°06'51"W 366.38 feet to a Set Iron Pin; thence
(37) S17°02'18"W 171.52 feet to a Set Iron Pin; thence
(38) S24°10'56"W 203.99 feet to a Set Iron Pin; thence
(39) S08°23'13"E 219.64 feet to a Set Iron Pin; thence
(40) S25°37'27"W 57.37 feet to a Set Iron Pin; thence
(41) S02°15'08"W 524.73 feet to a Set Iron Pin; thence
(42) S69°19'29"E 376.50 feet to a Set Iron Pin; thence
(43) N77°22'33"E 269.08 feet to a Set Iron Pin; thence
(44) S77°16'48"E 134.73 feet to a Set Iron Pin; thence
(45) N01°11'47"W 364.33; feet, to a point, thence
(46) N19°08'53"E 615.12 feet to a Set Iron Pin; thence
(47) N42°40'54"E 192.71 feet to a Set Iron Pin; thence
(48) N01°29'20"E 171.66 feet to a Set Iron Pin; thence
(49) S71°38'36"E 59.64 feet to a Set Iron Pin; thence
(50) S06°10'47"E 133.40 feet to a Set Iron Pin; thence
(51) S40°18'28"E 98.22 feet to a Set Iron Pin; thence
(52) N79°12'43"E 35.58 feet to a Set Iron Pin; thence
(53) N14°42'24"E 169.23 feet. to a point, thence;
(54) S47°19'46"E 89.48 feet to a Set Iron Pin; thence
(55) N78°48'15"E 128.76 feet to a Set Iron Pin; thence
(56) S15°07'51"E 33.78 feet to a Set Iron Pin; thence
(57) S52°31'37"W 451.57 feet to a Set Iron Pin; thence
(58) S34°30'31"W 325.72 feet to a Set Iron Pin; thence
(59) S03°37'42"W 119.75 feet, to a point, thence.
(60) S24°23'43"W 90.93 feet to a Set Iron Pin; thence
(61) S01°16'47"E 513.58 feet to a Set Iron Pin; thence
(62) S48°26'01"E 278.70 feet to a Set Iron Pin; thence
(63) N88°49'52"W 160.56 feet to a Set Iron Pin; thence
(64) N68°09'07"W 131.94 feet, to a point. thence;
(65) N12°07'25"W 82.49 feet to a Set Iron Pin; thence
(66) N65°25'14"W 148.15 feet to a Set Iron Pin; thence
(67) S82°27'16"W 445.86 feet, to a point. thence;
(68) N61°32'48"W 302.60 feet to a Set Iron Pin; thence
(69) S01°54'33"E 257.08 feet, to a point, thence:
(70) N88°49'13"W 109.56 feet to a Set Iron Pin; thence
(71) N06°41'44"W 228.94 feet to a Set Iron Pin; thence
(72) N20°38'30"E 72.53 feet to a Set Iron Pin; thence
(73) N49°21'27"W 368.55 feet to a Set Iron Pin; thence
(74) N36°44'17"W 263.99 feet to a Set Iron Pin; thence
(75) S66°06'35"W 276.46 feet to a Set Iron Pin; thence
(76) S86°49'30"W 132.51 feet to a Set Iron Pin; thence
(77) S04°35'17"E 114.96 feet to a Set Iron Pin; thence
(78) S15°19'25"W 511.60 feet to a Set Iron Pin; thence
(79) N88°49'13"W 171.92 feet, to the point of BEGINNING.

LESS AND EXCEPT the following six strips of land:

BEGINNING at a point located South 41°54'47" East 151.17 feet from the terminus of the twelfth course of Tract "A" described above; thence:
(1) N41°54'47"W 20.02 feet to a point; thence
(2) N50°19'40"E 115.75 feet to a point; thence

(3) S42°36'09"E 20.03 feet to a point; thence
(4) S50°19'40"W 115.99 feet to the point and place of BEGINNING,
and being all of a "Proposed 20 Feet Wide Exception," containing 2,317 square feet or 0.05 acres, more or less, as shown on the Conservation Easement Plat.

BEGINNING at a point located North 04°35'17" West 21.38 feet from the terminus of the seventy-seventh course of Tract "A" described above; thence:
(1) S04°35'17"E 20.17 feet to a point; thence
(2) N87°06'23"W 135.46 feet to a point; thence
(3) N13°56'51"E 20.38 feet to a point; thence
(4) S87°06'23"E. 128.93 feet to the point and place of BEGINNING,
and being all of a "Proposed 20 Feet Wide Exception," containing 2,644 square feet or 0.06 acres, more or less, as shown on the Conservation Easement Plat.

BEGINNING at a point located South 43°07'20" East 207.89 feet from the terminus of the twenty-sixth course of Tract "A" described above; thence:
(1) S43°07'20"E 60.37 feet to a point; thence
(2) S53°15'43"W 143.97 feet to a point; thence
(3) N36°44'17"W 60.00 feet to a point; thence
(4) N53°15'43"E 137.26 feet, to the point and place of BEGINNING,
and being all of a "Proposed 60 Feet Wide Exception," containing 8,437 square feet or 0.19 acres, more or less, as shown on the Conservation Easement Plat.

BEGINNING at a point located South 20°38'30" West 46.06 feet from the terminus of the seventy-second course of Tract "A" described above; thence:
(1) S01°54'33"E 21.05 feet, to a point, thence:
(2) N73°45'12"W 132.65 feet to a point; thence
(3) N20°38'30"E 20.06 feet to a point; thence
(4) S73°45'12"E. 124.55 feet, to the point and place of BEGINNING,
and being all of a "Proposed 20 Feet Wide Exception," containing 2,572 square feet or 0.06 acres, more or less, as shown on the Conservation Easement Plat.

BEGINNING at a point located South 05°25'30" West 77.48 feet from the terminus of the twenty-ninth course of Tract "A" described above; thence:
(1) N05° 25'30"E 20.09 feet to a point; thence
(2) N90° 00'00"E 129.15 feet to a point; thence
(3) S07° 55'28E 20.19 feet to a point; thence
(4) S90° 00'00"W 133.83 feet to the point and place of BEGINNING,
and being all of a "Proposed 20 Feet Wide Exception," containing 2,630 square feet or 0.06 acres, more or less, as shown on the Conservation Easement Plat.

BEGINNING at a point located North 01°11'47" West 112.12 feet from the terminus of the forty-forth course of Tract "A" described above; thence:
(1) N01°11'47"W 20.00 feet to a point; thence
(2) N90°00'00"E. 163.06 feet to a point; thence
(3) S01°16'47"E 20.00 feet to a point; thence
(4) S90°00'00"W 163.08 feet to the point and place of BEGINNING,
and being all of a "Proposed 20 Feet Wide Exception," containing 3,261 square feet or 0.07 acres, more or less, as shown on the Conservation Easement Plat.

TRACT "B":

Commence at a found iron pin located at N.C. Grid Coordinates N=1001133.02, E=1962506.74, and located at a southwestern corner of lot "A," containing 174.981 acres as shown on plat entitled "Property of W. Clyde, E. Palmer and Elizabeth G. Brandon" and recorded in Plat Book 23, Page 73, Person County Registry, now or formerly property of Sidney Thompson and Angela Thompson, Deed Book 274, Page 872, Person County Registry; thence North 04°05'34" West 1433.36 feet to the point of BEGINNING; thence:

(1) N04°05'34"W 114.41 feet to a Set Iron Pin; thence
(2) N83°30'19"E 56.97 feet to a Set Iron Pin; thence
(3) N43°58'25"E 200.69 feet to a Set Iron Pin; thence
(4) N38°19'06"W 366.65 feet to a Set Iron Pin; thence
(5) N38° 19'06"W 254.95 feet to a Set Iron Pin, thence;
(6) N10° 15'17'W 399.33 feet to a Set Iron Pin, thence;
(7) N90° 00'00"E 186.74 feet to a Set Iron Pin, thence;
(8) N90° 00'00"E 117.94 feet to a Set Iron Pin, thence;
(9) S06°36'38"E 121.00 feet to a Set Iron Pin; thence
(10)S36°25'09"W 189.27 feet to a Set Iron Pin; thence
(11)S04° 05'34"E 101.18 feet to a Set Iron Pin, thence;
(12)S38°34'57"E 295.87 feet to a Set Iron Pin; thence
(13)N22°31'26"E 174.52 feet to a Set Iron Pin; thence
(14)N00°39'58"E 134.38 feet to a Set Iron Pin; thence
(15)N25°41'44"E 103.60 feet to a Set Iron Pin; thence
(16)S78°40'35"E 136.76 feet to a Set Iron Pin; thence
(17)S19°21'52"W 480.05 feet to a Set Iron Pin; thence
(18)S30°22'30"E. 241.46 feet to a Set Iron Pin; thence
(19)S37°46'54"E 276.78 feet to a Set Iron Pin; thence
(20)S42°48'18"E 633.37 feet to a Set Iron Pin; thence
(21)S36°45'33"E 413.25 feet to a Set Iron Pin; thence
(22)S00°38'42"W 332.61 feet to a Set Iron Pin; thence
(23)S07°49'07"W 502.62 feet to a Set Iron Pin; thence
(24)S21°23'40"E 300.78 feet to a Set Iron Pin; thence
(25)S06°00'23"E 199.12 feet to a Set Iron Pin; thence
(26)S81°04'55"E 134.21 feet to a Set Iron Pin; thence
(27)N54°04'49"E 156.22 feet to a Set Iron Pin; thence
(28)N73°07'04"E 206.08 feet to a Set Iron Pin; thence
(29)S80°56'54"E 120.57 feet to a Set Iron Pin; thence
(30)S24°14'46"E 153.56 feet to a Set Iron Pin; thence
(31)S64°41'21"E 96.33 feet to a Set Iron Pin; thence
(32)N03°13'43"W 367.52 feet to a Set Iron Pin; thence
(33)N27°27'04"W 242.69 feet to a Set Iron Pin; thence
(34)N01°54'22"E 238.58 feet to a Set Iron Pin; thence
(35)N26°44'03"E 222.57 feet to a Set Iron Pin; thence
(36)N10°51'04"W 235.98 feet to a Set Iron Pin; thence
(37)N15°21'15"E 243.90 feet to a Set Iron Pin; thence
(38)S10°02'11"E 2118.67 feet to a Set Iron Pin; thence
(39)S16°35'57"E 154.44 feet to a Set Iron Pin; thence
(40)N49°09'35"W 260.22 feet to a Set Iron Pin; thence
(41)N35°59'29"W 325.62 feet to a Set Iron Pin; thence
(42)N23°51'32"W 258.17 feet to a Set Iron Pin; thence
(43)N58°11'19"W 113.87 feet to a Set Iron Pin; thence
(44)N19°34'03"W 93.54 feet to a Set Iron Pin; thence

(45)S82°16'50"W 137.98 feet to a Set Iron Pin; thence
(46)S44°31'03"W 143.95 feet to a Set Iron Pin; thence
(47)N85°32'15"W 226.70 feet to a Set Iron Pin; thence
(48)N50°48'36"W 87.45 feet to a Set Iron Pin; thence
(49)N13°51'57"W 192.14 feet to a Set Iron Pin; thence
(50)N18°04'29"W 319.21 feet to a Set Iron Pin; thence
(51)N02°41'22"E 271.57 feet to a Set Iron Pin; thence
(52)N28°24'25"E 144.92 feet to a Set Iron Pin; thence
(53)N05°03'32"W 418.17 feet to a Set Iron Pin; thence
(54)N39°05'05"W 247.96 feet to a Set Iron Pin; thence
(55)N30°40'37"W 138.02 feet to a Set Iron Pin; thence
(56)N45°59'37"W 470.28 feet to a Set Iron Pin; thence
(57)N34°41'52"W 367.26 feet to a Set Iron Pin; thence
(58)S53°24'46"W 231.93 feet to a Set Iron Pin; thence
(59)S85°45'29"W 70.48 feet, to the point of BEGINNING.

LESS AND EXCEPT the following two strips of land:

BEGINNING at a point located South 64°41'21" East 37.82 feet from the terminus of the thirtieth course of Tract "B" described above; thence:
(1) S64°41'21"E 20.09 feet to a point; thence
(2) S30°47'18"W 106.08 feet to a point; thence
(3) N58°11'19"W 20.00 feet to a point; thence
(4) N30°47'18"E 103.81 feet, to the point of BEGINNING;
and being all of a "Proposed 20 Feet Wide Exception," containing 2,099 square feet or 0.05 acres, more or less, as shown on the Conservation Easement Plat.

BEGINNING at a point located South 37°46'54" East 21.15 feet from the terminus of the eighteenth course of Tract "B" described above; thence:
(1) S37°46'54"E 20.02 feet to a point; thence
(2) S49°38'26"W 125.15 feet to a point; thence
(3) N40°24'28"W 20.00 feet to a point; thence
(4) N49°36'26"E 126.07 feet, to the point of BEGINNING;
and being all of a "Proposed 20 Feet Wide Exception," containing 2,532 square feet or 0.06 acres, more or less, as shown on the Conservation Easement Plat.

Plat Book 15, Page 1
Filed in Person County, NC
July 27, 2006

LEGEND

GRAPHIC SCALE

1 INCH = 400 FEET

N
W E
S

VICINITY MAP
(NOT TO SCALE)

CUNNINGHAM ROAD
STATE ROAD No. 1318
(66' PUBLIC RIGHT OF WAY)

NOTES:

State of North Carolina
County of Orange

State of North Carolina
County of Person

NOTARY PUBLIC
WAKE COUNTY, N.C.

NOTARY PUBLIC
PERSON COUNTY, N.C.

TAX PARCEL TABLE		
TAX PARCEL	PARCEL AREA	DEED BOOK/PAGE
[illegible]	[illegible] ACRES	[illegible]
[illegible]	[illegible] ACRES	[illegible]

EASEMENT AREA TABLE	
EASEMENT PARCEL A	[illegible]
EASEMENT PARCEL B	[illegible]
EASEMENT PARCEL C	[illegible]
EASEMENT PARCEL D	[illegible]

KCI ASSOCIATES OF NORTH CAROLINA

KCI ASSOCIATES OF N.C.
ENGINEERS, SURVEYORS AND PLANNERS

4601 SIX FORKS ROAD, SUITE 200
RALEIGH, NC 27609
PHONE (919) 783-9214 * FAX (919) 783-9266

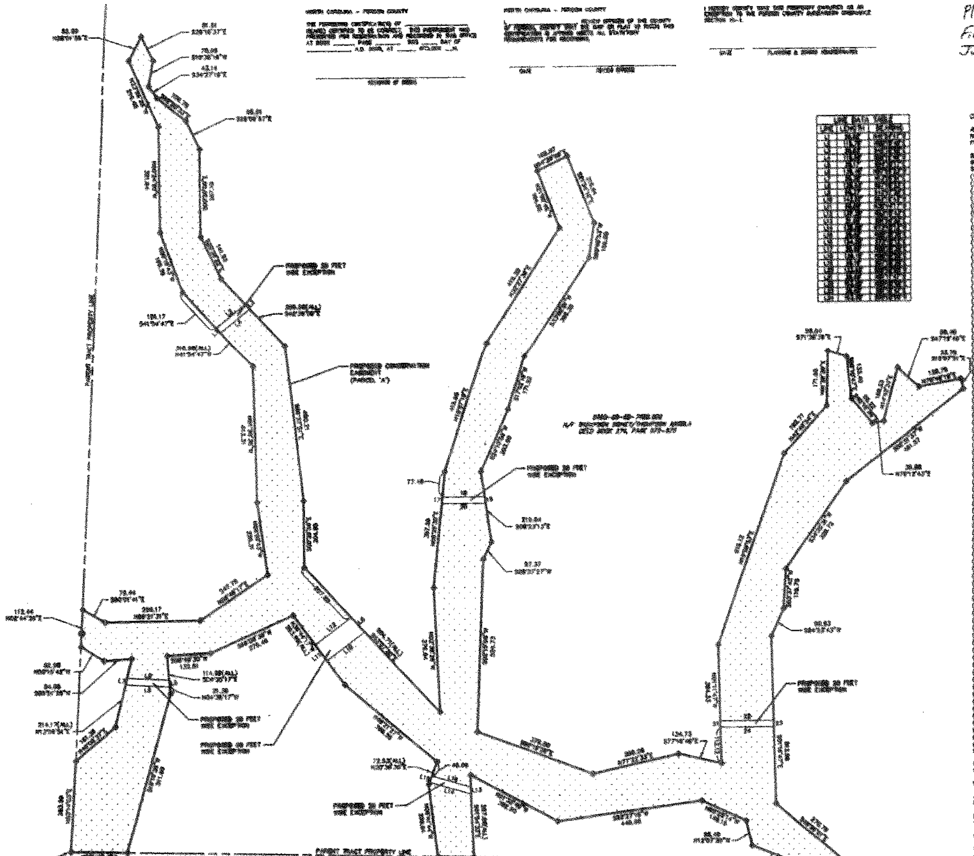
SURVEY FOR THE STATE OF NORTH CAROLINA
ECOSYSTEM ENHANCEMENT PROGRAM, LONG CREEK STREAM RESTORATION SITE

STATE ROAD No. 1318
CUNNINGHAM TOWNSHIP,
PERSON COUNTY, NC

DATE:	SCALE:	SHEET:
JULY 17, 2006	1" = 400'	1 OF 3

1206472501

Plat Book 15, Page 2
Filed in Person County, NC
July 27, 2006



LEGEND

GRAPHIC SCALE

1 INCH = 200 FEET

N
W E
S

CONSERVATION EASEMENT – PARCEL "A"

[illegible]

LESS AND EXCEPT

[illegible]

LESS AND EXCEPT

[illegible]

LESS AND EXCEPT

[illegible]

LESS AND EXCEPT

[illegible]

LESS AND EXCEPT

[illegible]

STATE OF North Carolina
COUNTY OF Person

[illegible]

PAULINE KOSS NOTARY PUBLIC PERSON COUNTY, N.C.

DEBORAH M. BOWES NOTARY PUBLIC PERSON COUNTY, N.C.

KCI ASSOCIATES OF N.C.
ENGINEERS, SURVEYORS AND PLANNERS

4601 SIX FORKS ROAD, SUITE 200
RALEIGH, NC 27609
PHONE (919) 783-9214 * FAX (919) 783-9266

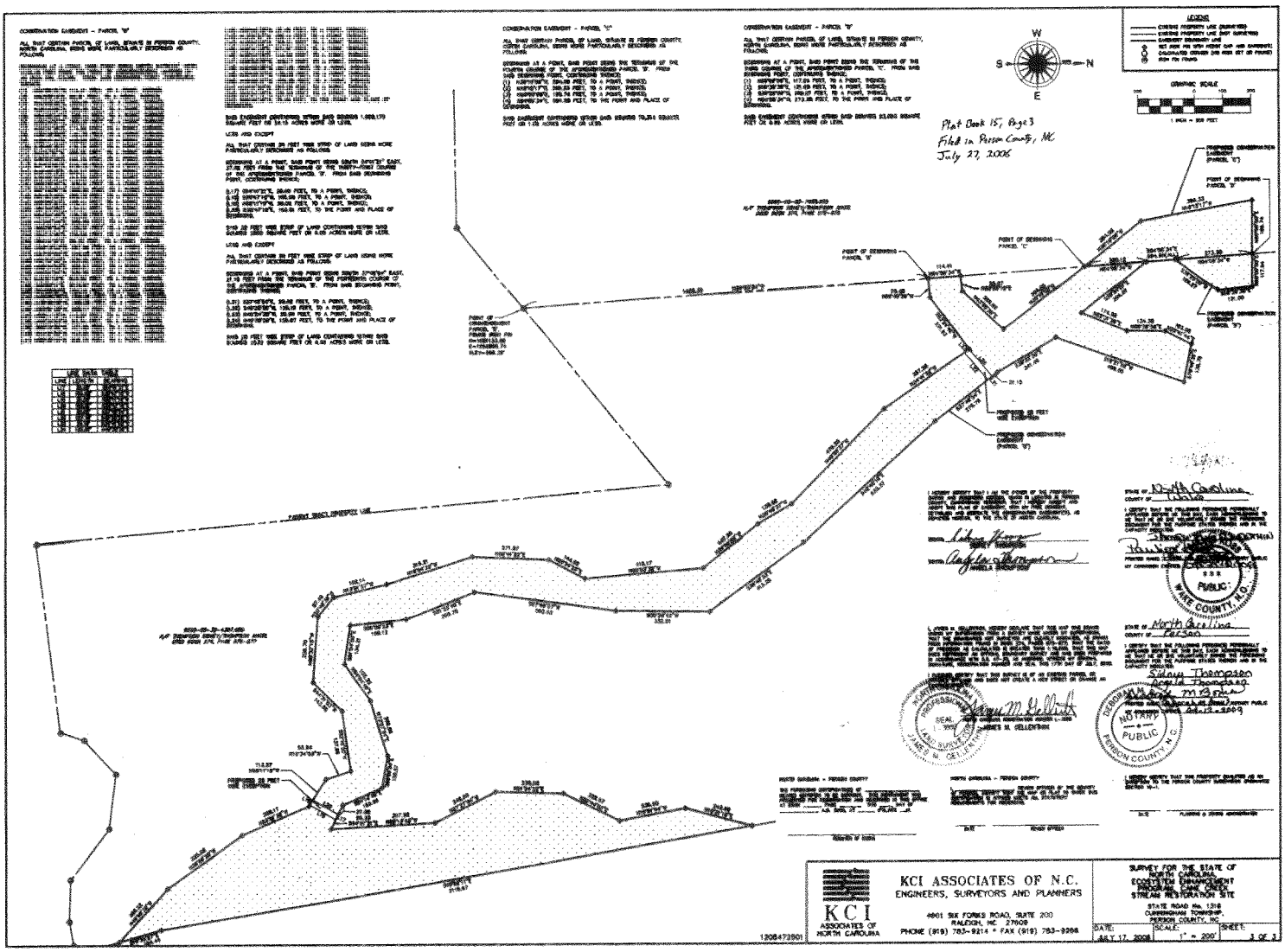
KCI ASSOCIATES OF NORTH CAROLINA

SURVEY FOR THE STATE OF NORTH CAROLINA, ECOSYSTEM ENHANCEMENT PROGRAM, CANE CREEK STREAM RESTORATION SITE

STATE ROAD No. 1318
CUNNINGHAM TOWNSHIP,
PERSON COUNTY, NC

DATE:	SCALE:	SHEET:
JULY 17, 2006	1" = 200'	2 OF 3

1205472501


Plat Book 15, Page 3
Filed in Person County, NC
July 27, 2006
KCI ASSOCIATES OF N.C.
ENGINEERS, SURVEYORS AND PLANNERS
4801 SIX FORKS ROAD, SUITE 200
RALEIGH, NC 27609
PHONE (919) 783-9214 * FAX (919) 783-9266
SURVEY FOR THE STATE OF NORTH CAROLINA ECOSYSTEM ENHANCEMENT PROGRAM CAMP CREEK STREAM RESTORATION SITE
STATE ROAD No. 1318
CUNNINGHAM TOWNSHIP
PERSON COUNTY, NC
DATE: JULY 17, 2006
SCALE: 1" = 200'
SHEET: 3 OF 3
1208472901