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CUMBERLAND COUNTY NC 09/19/2007
28
$289.00

STATE OF NORTH CAROLINA Real Estate Excise Tax

26-40.031 (2)

Revenue $289.00

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

CUMBERLAND COUNTY
SPO File Number 26-AAAI
Prepared by: Office of the Attorney General
Property Control Section
Return to: ~~Blane Rice, State Property Office~~ Anne M. Evans, Esq.
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS CONSERVATION EASEMENT DEED, made this 15th day of June, 2007, by The Nature Conservancy, ("**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 Manchester Township, Cumberland County, North Carolina ("the Property"), and being more particularly described as that certain parcel of land containing approximately 870 acres, being conveyed to the Grantor by will (04-E-1316), and further identified as PIN # 503-80-5253 Cumberland County. The Conservation Easement Area to be conveyed is only a portion of the parcel described above.

WHEREAS, Grantor is willing to grant a Conservation Easement over the "Easement Area", defined below, thereby restricting and limiting the use of the included areas of the Easement Area 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 an unnamed tributary to Jumping Run 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, 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 **Areas A, B, C, & D containing a total of 225.31 +/- acres** as shown on a plat of survey entitled "Conservation Easement for the North Carolina Ecosystem Enhancement Program on an unnamed Tributary to Jumping Run Creek on the Property of The Nature Conservancy (Long Valley Farm)" dated March 13, 2007 and revised April 24, 2007, certified by Thomas E. Jasuta, and **recorded in Map Book 119, Page 172,** Cumberland County Registry. The Conservation Areas being more particularly described as follows:

Area A - containing 26.64 +/-Acres
Area B - containing 109.53 +/-Acres
Area C - containing 24.72 +/-Acres
Area D - containing 64.42 +/-Acres

Said Conservation Easement is conveyed together with a non-exclusive right of way in favor of the Grantee for the purpose of ingress, egress, and/or regress to the Easement Area pursuant to the terms set forth below in Article III A.

See "**Exhibit A**" attached and incorporated hereinto for the metes and bounds description of the Conservation Areas and location of access rights of way.

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:

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. Grantor reserves the right to use prescribed fire to maintain vegetation in the Easement Area after mitigation credits are awarded by regulatory agencies, consistent with the conservation purposes of

this Conservation Easement. Grantor will use experienced and knowledgeable staff to determine the appropriate type and timing of prescribed fire after this time, to maintain an overall forested easement area.

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 additional roads, trails, walkways, or paving in the Easement Area except for non paved hiking trails 4 feet or less in width constructed for recreational and/or educational purposes and that are designed and constructed in a manner consistent with the conservation purposes of this Conservation Easement set forth above. Prior written approval from Grantee is required for any additional roads. Existing roads or trails located in the Easement Area may only 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 only be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

A portion of an existing 25 foot soil road located in the northwest corner of Area D and shown on the plat entitled "Conservation Easement for the North Carolina Ecosystem Enhancement Program on an unnamed Tributary to Jumping Run Creek on the Property of The Nature Conservancy (Long Valley Farm)" dated March 13, 2007 and revised April 24, 2007, certified by Thomas E. Jasuta, and recorded in Map Book 119, Page 172, Cumberland County Registry shall revert to native vegetation consistent with the restoration plan at the end of construction of the restoration project. Access thereafter shall be along a 60 foot wide corridor located between Areas C and D as shown on the above referenced map.

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 Easement Area 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, provided however, Grantor may subdivide the Easement Area from other land owned by Grantor. 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. The Easement Area may also be conveyed in its entirety with other land owned by Grantor. Any future conveyance of the Grantor's fee simple rights underlying the Easement Area shall be subject to this Conservation Easement. Grantor agrees for itself, its successors and assigns, that in the event it transfers that portion of its lands located between the Manchester Road (SR 1451) and the southeast boundary of the Easement Area, such transfer is subject to the Grantee's right of ingress, egress, and regress over and across Long Valley Road and an existing soil road located between Areas A & B in their current locations 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. ADDITONAL RIGHTS CONVEYED TO GRANTEE

A. Ingress, Egress, Regress and Inspection. The Grantee, its employees and agents, successors and assigns, have the perpetual non-exclusive right of general ingress, egress, and regress to the Easement Area from the existing Long Valley Road and the existing soil road located between Areas A & B. Access may be 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 Easement Area 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 Easement Area 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 Easement Area 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 Easement Area, 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 over 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 the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title to the Easement Area as Grantor received, and Grantor will warrant and defend the title to the Easement Area against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

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

The Nature Conservancy

By: Katherine D. Skinner
Katherine D. Skinner
Title: Vice President

Acknowledgement

Durham County
North Carolina

I certify that Katherine D. Skinner personally appeared before me this day, and I have personal knowledge of the identity of the principal; acknowledging to me that the signature on the foregoing document is her signature and that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 6/15/07

Jodie A. LaPoint
Jodie A. LaPoint, Notary Public

(Official Seal)

My Commission Expires: 12/28/2011

JODIE A. LAPOINT
Notary Public
Durham County
My Commission expires
12-28-2011
NORTH CAROLINA

"Exhibit A"

metes and bound description ~~to be inserted here~~
on next page

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McKIM & CREED

NORTH CAROLINA -- CUMBERLAND COUNTY
MANCHESTER TOWNSHIP

CONSERVATION EASEMENT FOR
THE NORTH CAROLINA ECOSYSTEM ENHANCEMENT PROGRAM
ON AN UNNAMED TRIBUTARY TO JUMPING RUN CREEK
ON THE PROPERTY OF
THE NATURE CONSERVANCY
"LONG VALLEY FARM TRACT"

The following described easements lie within that certain parcel of land on the northern side of East Manchester Road (SR. 1451), known as "Long Valley Farm", being the lands of The Nature Conservancy, as described in Estate File 04-E-1316 duly recorded in the Office of the Clerk of Courts, Cumberland County, North Carolina. These lands being formerly of James S. Rockefeller and are more particularly described in Deed Book 396, Page 163 and in Deed Book 3447, Page 464, Second Tract duly recorded in the Cumberland County, North Carolina Registry.

AREA A

Commencing at an iron rod with cap located on the southern side of E. Manchester Road, being McKim & Creed Control #3, having NC Grid Coordinates (N): 527,709.3400 (E): 2,009,342.0370, NAD 83 (CORS 96) Datum; thence N 37°43'49" E, 1344.55 feet to an existing axle found at the northeastern corner of the tract of land as described in Deed Book 3447, Page 464, Second Tract duly recorded in the Cumberland County, North Carolina Registry; thence with the northern line of said tract S 56°33'22" W, 3272.95 feet to an iron rod set; thence crossing a 60 foot corridor N 48°32'12" W, 103.80 feet to an iron rod set in the western line of a 60 foot corridor on the western side of an existing soil road, the **Point of Beginning**; thence running S 58°30'02" W, 288.21 feet to an iron rod set; thence N 65°27'27" W, 105.77 feet to an iron rod set; thence S 72°23'26" W, 820.99 feet to an iron rod set; thence N 30°28'59" W, 701.98 feet to an iron rod set in the southern line of the subdivision known as "Deerfield-Section Eight" as shown on plat recorded in Plat Book 82, Page 81 of the Cumberland County, North Carolina Registry; thence with the southern line of said subdivision and passing through a concrete monument at the southeast corner of the subdivision, N 76°21'24" E, 337.26 feet to an iron rod set; thence N 44°26'42" E, 1224.48 feet to an iron rod set in the western line of a 60 foot corridor on the western side of an existing soil road; thence with the western line of said corridor, S 13°47'24" E, 1239.38 feet to the **Point of Beginning** and containing 26.64 acres.

104 GILLESPIE STREET, FAYETTEVILLE, NORTH CAROLINA 28301
TEL 910.323.3400 FAX 910.323.1028 www.mckimcreed.com

AREA B

Beginning at an existing axle found at the northeastern corner of the tract of land as described in Deed Book 3447, Page 464, Second Tract duly recorded in the Cumberland County, North Carolina Registry, said axle being located N 37°43'49" E, 1344.55 feet from an iron rod with cap located on the southern side of E. Manchester Road, being McKim & Creed Control #3, having NC Grid Coordinates (N): 527,709.3400 (E): 2,009,342.0370, NAD 83 (CORS 96) Datum; thence with the northern line of said tract S 56°33'22" W, 3272.95 feet to an iron rod set in the eastern line of a 60 foot corridor on the eastern side of an existing soil road; thence with the eastern side of said corridor, N 13°47'24" W, 1361.30 feet to an iron rod set; thence running approximately 15 feet southerly from and parallel with a barbed wire fence on the following four courses, N 57°10'44" E, 399.67 feet to an iron rod set; thence N 41°49'15" E, 371.55 feet to an iron rod set; thence N 35°35'57" E, 707.60 feet to an iron rod set; thence N 63°14'27" E, 1220.42 feet to an iron rod set; thence N 52°36'21" E, 519.45 feet to an iron rod set in the western line of a 30 foot wide Progress Energy easement; thence running with the western line of said Progress Energy easement, being parallel with and 15 feet westerly of the existing pole and power line, S 25°55'36" E, 1383.63 feet to an iron rod set; thence S 12°50'49" W, 213.05 feet to the **Point of Beginning** and containing 109.53 acres.

AREA C

Commencing at an iron rod with cap located on the southern side of E. Manchester Road, being McKim & Creed Control #3, having NC Grid Coordinates (N): 527,709.3400 (E): 2,009,342.0370, NAD 83 (CORS 96) Datum; thence N 37°43'49" E, 1344.55 feet to an existing axle found at the northeastern corner of the tract of land as described in Deed Book 3447, Page 464, Second Tract duly recorded in the Cumberland County, North Carolina Registry; thence with the southern line of easement Area B as described herein and crossing a 30 foot wide Progress Energy easement, N 12°50'49" E, 260.95 feet to an iron rod set in the eastern line of a 30 foot wide Progress Energy easement, the **Point of Beginning**; thence running with the eastern line of said Progress Energy easement, being parallel with and 15 feet easterly of the existing pole and power line, N 25°55'36" W, 1352.36 feet to an iron rod set; thence N 52°36'21" E, 965.73 feet to an iron rod set in the western line of a 60 foot corridor; thence with the western line of said corridor, along a non tangent curve to the right having a radius of 256.60 feet, an arc length of 217.82 feet, chord bearing and distance S 40°27'11" E, 211.34 feet to a point; thence continuing with the western line of said 60 foot corridor on the western side of an existing soil road known as "Long Valley Road", the following three courses, S 16°08'05" E, 274.30 feet to a point; thence S 19°45'37" E, 345.51 feet to a point; thence S 23°49'53" E, 292.71 feet to an iron rod set; thence leaving said corridor and running S 52°17'34" W, 683.26 feet to an iron rod set; thence S 12°50'49" W, 377.04 feet to the **Point of Beginning** and containing 24.72 acres.

AREA D

Commencing at an iron rod with cap located on the southern side of E. Manchester Road, being McKim & Creed Control #3, having NC Grid Coordinates (N): 527,709.3400 (E): 2,009,342.0370, NAD 83 (CORS 96) Datum; thence N 37°43'49" E, 1344.55 feet to an existing axle found at the northeastern corner of the tract of land as

described in Deed Book 3447, Page 464, Second Tract duly recorded in the Cumberland County, North Carolina Registry; thence with the southern line of easement Area B as described herein and crossing a 30 foot wide Progress Energy easement and with the southern line of easement Area C as described herein, N 12°50'49" E, 637.99 feet to an iron rod set; thence N 52°17'34" E, 683.26 feet to an iron rod set; thence crossing a 60 foot corridor N 52°17'34" E, 61.80 feet to an iron rod set in the eastern line of said 60 foot corridor, the **Point of Beginning**; thence with the eastern line of said 60 foot corridor and on the eastern side of an existing soil road known as "Long Valley Road", on the following three courses, N 23°49'53" W, 275.76 feet to a point; thence N 19°45'37" W, 341.47 feet to a point; thence N 16°08'05" W, 272.40 feet to a point; thence continuing with the eastern line of said 60 foot corridor and crossing said existing soil road, along a tangent curve to the left having a radius of 316.60 feet, an arc length of 238.39 feet, chord bearing and distance N 37°42'20" W, 232.80 feet to an iron rod set; thence N 52°36'21" E, 2217.78 feet to an iron rod set; thence N 01°45'30" E, 700.00 feet to an iron rod set in the southern line of the lands of Gladys Lucille Dobbins and Paul W. Jones as described in Deed Book 3365, Page 164 duly recorded in the Cumberland County, North Carolina Registry; thence with the southern line of said lands of Dobbins & Jones, running to and with the southern line of the lands of J.W. Lewis, and wife Avie Lewis as described in Deed Book 419, Page 37 duly recorded in the Cumberland County, North Carolina Registry S 71°41'03" E, 850.00 feet to an existing iron pipe at a corner in the said lands of Lewis, said iron pipe also being located at the northwestern corner of the lands of W.S. Wellons Corporation as described in Deed Book 3066, Page 139 duly recorded in the Cumberland County, North Carolina Registry; thence with the western line of said lands of W.S. Wellons Corporation, S 04°29'14" W, 450.00 feet to an iron rod set; thence S 64°25'11" W, 628.00 feet to an iron rod set; thence S 10°26'11" W, 1050.00 feet to an iron rod set; thence running generally along or near a wire fence, S 52°17'34" W, 1710.93 feet to the **Point of Beginning** and containing 64.42 acres.

NORTH CAROLINA PROFESSIONAL SEAL L-3642 LAND SURVEYOR THOMAS E. JASUTA

Thomas E. Jasuta 4/26/07

McKIM&CREED