FOR REGISTRATION J. DAVID GRANBERRY
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
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2010108572

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY
SPO File Number 060-AAAW
EEP Project Number 92500
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

PERMANENT CONSERVATION EASEMENT
Unnamed Tributary of Clarks Creek Restoration Project

THIS CONSERVATION EASEMENT is made this 28th day of July, 2010, by **Mecklenburg County**, a political subdivision of the State of North Carolina, having an address of 600 East Fourth Street, Charlotte, North Carolina 28202 (**"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 Mallard Creek Township, Mecklenburg County, North Carolina (the "**Property**"), and being more particularly described as those certain parcels of land containing approximately **131.619** +/- acres and being conveyed to the Grantor by deed as recorded in **Deed Book 12860** at **Page 142** of the Mecklenburg 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 **Unnamed Tributary of Clarks 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, being more particularly described on Exhibit A attached hereto and hereby made a part of this document.

I. PURPOSE

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:

II. 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.

III. WARRANTY PERIOD

For purposes of this Conservation Easement, **warranty period** is hereby defined as a five-year period beginning with completion of construction of the improvements by Grantee and ending after a five-year period. If success criteria are not met within five years, the warranty period will be extended until success criteria are met. During the warranty period, Grantee shall be solely responsible for project maintenance and monitoring. However, Grantor may, at the discretion of the Grantee, participate in maintenance activities. After the warranty period, Grantor may, at its sole discretion, maintain the project in the same functional state as existed on the last day of the warranty period.

IV. 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, nature study, 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 or future trails, paths or roads.

B. Educational Uses. 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 public programs, 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 construction of trails and the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Easement Area, all cutting, removal, harming, or destruction of any trees and vegetation in the Easement Area is prohibited. Mowing and park maintenance is allowed within the "Sensitive Park Management Zone". Mowing of the Easement Area within the "No Vegetative Cutting Zone" is restricted to within three feet of trail surfaces to maintain park aesthetics. These Management Zones are depicted on the Conservation Easement Survey of Unnamed Tributary to Clarks Creek prepared by McKim & Creed, dated December 17, 2009, last revised June 7, 2010, and recorded in Map Book _____ at Page _____ in the Mecklenburg County Registry.

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. The construction of roads within the Easement Area is prohibited, with the exception of an access road for management purposes approved by the Grantee. The construction of trails, walkways and greenways shall be permitted within the Easement Area, however, trails shall not be permitted within 50 feet from the top of the restored stream bank, with the exception of no more than 3 approved creek crossings and interpretive overlooks. Short sections of trail may be permitted within 50 feet of the restored top of bank only where no alternative alignment is practicable. All such exceptions must be pre-approved by the Grantee. All road and trail creek crossings must be approved by the Grantee in advance of construction and must be constructed perpendicular to the creek to the greatest extent practicable. Trail surfaces in the Easement Area may not exceed 10 feet in width and the total clearing limits for trail surfaces and mowed trail edges may not exceed 20 feet in width. Trail surfaces may be constructed of natural materials, stone, asphalt, concrete or boardwalk.

H. Reserved Rights. The Grantor hereby reserves the right to convey a right-of-way of no greater than 100' (one hundred feet) in width to allow for the future alignment of Hucks Road (SR 2481). This right-of-way may cross the edge of the far southeastern corner of the conservation easement area, as depicted on the Conservation Easement Survey of Unnamed Tributary to Clarks Creek prepared by McKim & Creed, dated December 17, 2009, last revised June 7, 2010, and recorded in Map Book 52 at Page 585 in the Mecklenburg County Registry. This right-of-way and road construction project shall conform to all applicable State and County zoning and regulations, as permitted. Grantor shall notify Grantee in writing upon initiation of the road plans.

I. Signs. No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area.

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

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

L. **Water Quality and Drainage Patterns.** Upon completion of the stream restoration project, 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.

M. **Subdivision and Conveyance.** Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying fee of the Easement Area is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee of the Easement Area and the rights as conveyed herein shall be as a single parcel of property. Any future transfer of the fee simple rights of the Easement Area shall be subject to this Conservation Easement. Any subdivision, partitioning or dividing of the Property is subject to the Grantee's right of repeated ingress and egress over and across the Property to the Easement Area as frequently as necessary for the purposes set forth herein.

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

O. **Disturbance of Natural Features**. Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

P. **Utilities**. - The following conditions shall apply to all pipeline and utility lines which go on, over, through, under and across the Easement Area, whether during construction or maintenance:

1) Pipeline and utility line construction will be minimized to the greatest extent reasonably practicable. Notwithstanding the foregoing, it is understood and agreed that: the use of pump stations and/or the installation of such lines at a depth greater than 15 feet are not reasonably practicable and shall not be required to avoid or minimize pipeline construction subject to this Conservation Easement; and the use of motorized vehicles, including heavy equipment for construction and maintenance work, is necessary to construct, access and maintain pipelines subject to this Conservation Easement.

2) Corridor and clearing width for construction, access and maintenance will be limited to the minimum necessary to construct, access, and maintain the needed facilities.

3) Creek crossings for pipelines or utility lines will be avoided at locations where there are structures in place for grade control, habitat improvement, and bank stabilization. If any disturbance occurs to Grantee's structures or improvements in the Easement Area as a result of construction or maintenance of pipelines or utility lines, the Grantor will ensure that the damaged structures and improvements are restored to their original condition to the greatest extent reasonably practicable.

4) Any features or vegetation disturbed as a result of the construction or maintenance of pipelines or utility lines within the Easement Area will be restored to their original condition to the greatest extent reasonably practicable using native trees, shrubs and herbaceous vegetation. Vegetative plantings must be completed during the next planting season following completion of the construction or maintenance activity and must comply with the mitigation plan specifications for the site.

5) Crossings of stream mitigation sites and any adjacent wetland areas shall be accomplished by utilizing directional drilling/ boring methods to the greatest extent reasonably practicable. Stream or wetland crossings that are not accomplished by directional drilling/boring methods must be perpendicular to the wetlands or streams to greatest extent reasonably practicable. Excavated crossings must be constructed in dry areas as much as reasonably possible using temporary coffer dams or similar structures. Coffer dams must consist of non-erosive materials or portable structures.

6) Erosion control devices must be utilized in conjunction with construction and maintenance work to contain all disturbed materials and conform to State requirements.

7) Utility corridors that must be constructed parallel to stream corridors must be at least thirty (30) feet from the top of stream bank unless explicit exception is granted by the Grantee. The area between the utility corridor and the top of stream bank must remain undisturbed except for creek crossings.

8) Reasonable signage may be erected to identify the owner of the pipeline and/or utility lines and to provide safety information.

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.

V. GRANTEE RESERVED USES

A. Ingress, Egress, and Inspection. 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 approved by Grantor and Grantee. 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 native 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.

VI. MAINTENANCE AND OTHER PERMISSABLE ACTIVITIES

A. The Grantor, at the sole discretion of the Grantor, may refrain from any and all maintenance if, in the belief of the Grantor, a project initiated under this Agreement is progressing through a natural evolutionary succession that may or may not include vegetation, subterranean water, surface water and wildlife diversity.

B. Grantor allowable actions may include, but are not limited to, blockage removal, debris removal, removal of excess vegetation, clearing of undesirable vegetation and nuisance species, replacement of dead or damaged vegetation, planting of native tree species, installation of flood control measures, installation or removal of any or all facilities should their function threaten the health and well being of the general public, and the installation, maintenance, and replacement of greenway trails, boardwalks and bridges for public benefit and education. Any cutting of native vegetation is subject to restrictions described in item IV. C. Maintenance of the creek drainage system to continue to provide flood management is allowed subject to item IV. K., Water Quality and Drainage Patterns.

C. In the event of a natural disaster or civil strife, Grantee during the warranty period and Grantor after the warranty period may elect to not restore a project initiated under this Agreement to a functional condition.

VII. 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.

VIII. 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 below or to other address(es) as either party establishes in writing upon notification to the other.

GRANTOR:
Mecklenburg County
County Manager
600 East Fourth Street
Charlotte, NC 28202

GRANTEE:
State of North Carolina
Department of Administration

State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

C. Grantor shall notify Grantee in writing of the name and address of 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. Grantor shall notify the US Army Corps of Engineers at the address below at least 60 days in advance of any transfer in property interest.

US ARMY CORPS OF ENGINEERS:
Justin McCorkle, General Counsel
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

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. Grantor shall notify the US Army Corps of Engineers at the address above at least 60 days in advance of any such amendment.

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.

IX. 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:

MECKLENBURG COUNTY

By: _____ **(SEAL)**
Harry L. Jones, Sr. County Manager

ATTEST:

By: _____ **(SEAL)**
Clerk to the Board of County Commissioners of Mecklenburg County

NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Janet R. Weaks, Notary Public, do hereby certify that Janice S. Paige, personally appeared before me this day and acknowledged that he/she is Clerk to the Board of County Commissioners of Mecklenburg County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its County Manager, sealed with its County seal, and attested by him/herself as its Clerk to the Board.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 28th day of July, 2010.

Janet R Weaks
Notary Public

My commission expires:
3-31-12

JANET R WEAKS NOTARY PUBLIC CABARRUS COUNTY, N.C.

EXHIBIT A

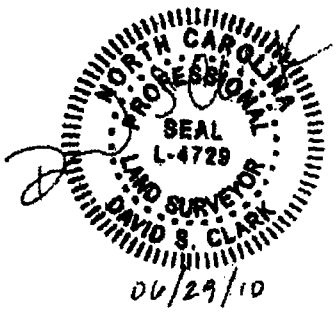
BEING all of that property designated "Easement area 57.208 acres 2,492,002 sq. ft." as shown on map of Unnamed Tributary to Clarks Creek dated December 17, 2009 prepared by McKim and Creed recorded in Map Book 52 at Page 585 in the office of the Register of Deeds for Mecklenburg County, and being more particularly described as follows:

BEING all that tract of land containing 57.208 acres more or less, located in Mallard Creek Township, Mecklenburg County, North Carolina; and bounded by lands owned by and /or in possession of persons as follow: on the north by Youngs Pond, LLC, on the east by Franklin and Theresa Luck, Mecklenburg Community Church, an Unknown Owner, and Hucks Road, LLC, on the south by Mecklenburg County and James U. Davis, and on the west by Spring Park Subdivision Phase 1 and Spring Park Subdivision Phase 2 and being more particularly described by courses based on N.C. Grid (NAD 83-NSRS 07) north and distances according to a survey with an error of closure of better than 1 to 10,000 entitled "Conservation Easement Survey of Unnamed Tributary to Clarks Creek for State of North Carolina Ecosystem Enhancement Program (SPO #60-AAAW, EEP #92500)" by McKim & Creed, P.A., dated December 17, 2009 and last revised June 07, 2010, as follows:

COMMENCING at a hub and tack, said hub and tack having N.C. Grid Coordinates [NAD 83/07] N=588,625.30 feet, E=1,460,704.21 feet; thence as a tie line north 62 deg. 10 min. 04 sec. east 435.33 feet to a rebar and cap set, said rebar and cap set being the POINT OF BEGINNING; thence as a new line in the Mecklenburg County property south 82 deg. 20 min. 08 sec. west 834.95 feet to an iron pipe found – bent, said iron pipe found being the northeastern corner of the James U. Davis property; thence with the James U. Davis property north 55 deg. 52 min. 46 sec. west 316.74 feet to an iron rod found, said iron rod found being in the eastern line of the Spring Park Subdivision Phase 1; thence with the eastern lines of the Spring Park Subdivision Phase 1 and Phase 2 the following three calls: (1) north 34 deg. 12 min. 10 sec. east 82.13 feet to an axle found, (2) north 15 deg. 39 min. 36 sec. east 721.02 feet to a computed point, and (3) north 19 deg. 14 min. 11 sec. east 517.97 feet to an iron rod found, said iron rod found being in a western line of the Youngs Pond, LLC property; thence with a western line of the Youngs Pond, LLC property south 27 deg. 14 min. 42 sec. east 396.07 feet to an iron pipe found, said iron pipe found being the southwestern corner of the Youngs Pond, LLC property; thence with the southern line of the Youngs Pond, LLC Property north 68 deg. 37 min. 55 sec. east 1302.61 feet to a computed point, said computed point being the southeastern corner of the Youngs Pond, LLC property; thence with the western line of the Franklin and Theresa Luck property south 03 deg. 22 min. 54 sec. east 331.49 feet to an iron pipe found, said iron pipe found being the southwestern corner of the Franklin and Theresa Luck property, said iron pipe also being the northwestern corner of the Mecklenburg Community Church property; thence with the western line of the Mecklenburg Community Church property south 30 deg. 32 min. 59 sec. east 804.22 feet to an iron rod

found; thence with the western line of an unknown owner south 32 deg. 39 min. 14 sec. west 79.48 feet to an angle iron found, said angle iron found being the northwestern corner of the Hucks Road, LLC property; thence with the western line of the Hucks Road, LLC property the following two calls: (1) south 36 deg. 46 min. 47 sec. west 396.35 feet to an iron pipe found, and (2) south 30 deg. 37 min. 03 sec. west 636.57 feet to a chiseled "V" found in a rock; thence as a new line in the Mecklenburg County property north 46 deg. 19 min. 28 sec. west 746.69 feet to a rebar and cap set, the BEGINNING POINT.

McKim & Creed, PA
C-0342



J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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