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State of North Carolina MITCHELL County
Real Estate Excise Tax

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BOOK 455 PAGE 516

CONSERVATION EASEMENT

STATE OF NORTH CAROLINA
MITCHELL COUNTY

SPO File Number 61-E
Prepared by: Office of the Attorney General
Property Control Section
Return to: ~~Blane Rice, State Property Office~~ Paul Arena
~~1321 Mail Service Center~~ Poyner + Spruill, LLP
~~Raleigh, NC 27699-1321~~ P.O. Box 10096
Raleigh, NC 27605-0096

THIS CONSERVATION EASEMENT DEED, made this 23 day of March, 2007, by June H. Wilson (widow), Ed W. Wilson, III (unmarried), David A. Wilson and wife, Mary N. Wilson, Suellen Wilson Pierce and husband, Danny Pierce and Stephen A. Wilson and wife, Cynthia T. Wilson (collectively, "**Grantor**"), whose mailing address is P.O. Box 192, Bakersville, NC 28705, 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, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between KCI Environmental Technologies and Construction, Inc., and the North Carolina Department of Environment and Natural Resources, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number D06056-A; 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, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources, which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Bakersville Township, Mitchell County, North Carolina, and being more particularly described as that certain parcel of land containing approximately 246.48 acres and being described as follows (the "**Property**"):

> All of the property conveyed by deed recorded in **Deed Book 136 at Page 16** of the Mitchell County Registry, North Carolina, less and except the property conveyed by deeds recorded in Deed Book 233, Page 384; Deed Book 339, Page 277 and Deed Book 398, Page 791, Mitchell County Registry;

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 Dog Bite 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 tract of land described on ***Exhibit A*** attached hereto and incorporated herein.

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.** Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying fee that is subject to this Easement is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee for the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future transfer of the fee simple shall be subject to this Conservation Easement. Any transfer of the fee 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 and conveys unto Grantee, its employees and agents, successors and assigns, forever and in perpetuity, an easement for general ingress, egress, and regress to the Easement Area over the Property at reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. **Restoration Activities.** These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the

soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow.

IV. ENFORCEMENT AND REMEDIES

A. **Enforcement.** To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. **Inspection.** The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

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

D. **Costs of Enforcement.** Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, their successors or assigns, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. **No Waiver.** Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

V. MISCELLANEOUS

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.

June H Wilson (SEAL)
June H. Wilson

STEVEN F. STOKES NOTARY PUBLIC WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA
COUNTY OF MITCHELL

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: JUNE H. WILSON.

Date: 3-22-2007.

Steven F. Stokes
printed name: STEVEN F. STOKES, Notary Public
My commission expires: 1-22-2011

(Official Seal)

STEVEN F. STOKES NOTARY PUBLIC WAKE COUNTY, N.C.

E W Wilson III (SEAL)
Ed W. Wilson, III

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

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: ED W. WILSON, III.

Date: 3-21-2007.

Steven F. Stokes
printed name: STEVEN F. STOKES, Notary Public
My commission expires: 1-22-2011

(Official Seal)

STEVEN F. STOKES NOTARY PUBLIC WAKE COUNTY, N.C.

David A. Wilson (SEAL)
David A. Wilson

Mary N. Wilson (SEAL)
Mary N. Wilson

STATE OF North Carolina
COUNTY OF Mitchell

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: David A. Wilson, Mary N. Wilson.

Date: 21 March 2007.

Steven F. Stokes
printed name: STEVEN F. STOKES, Notary Public
My commission expires: 1-22-2011

(Official Seal)

STEVEN F. STOKES NOTARY PUBLIC WAKE COUNTY, N.C.

Suellen Wilson Pierce (SEAL)
Suellen Wilson Pierce

(SEAL)
Danny Pierce

STATE OF North Carolina
COUNTY OF Mecklenburg

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: Suellen Wilson Pierce, Danny Pierce.

Date: 3-21-07.

Steven F. Stokes
printed name: STEVEN F. STOKES, Notary Public
My commission expires: 1-22-2011

(Official Seal)

STEVEN F. STOKES NOTARY PUBLIC WAKE COUNTY, N.C.

_____(SEAL)
Stephen A. Wilson

_____(SEAL)
Cynthia T. Wilson

STATE OF NORTH CAROLINA
COUNTY OF MITCHELL

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: STEPHEN A. WILSON, CYNTHIA T. WILSON.

Date: 3-22-2007.

_____
printed name: STEVEN F. STOKES, Notary Public
My commission expires: 1-22-2011

(Official Seal)

STEVEN F. STOKES
NOTARY
PUBLIC
WAKE COUNTY, N.C.

Exhibit A

A parcel of land to be used for Conservation Easement purposes located in Bakersville Township, Mitchell County, North Carolina, and being more particularly described as follows:

Commencing at an existing nail at a Northwesterly corner of lands, now or formerly owned by June H. Wilson (Deed Book 208 Page 449) said point also being the Northeasterly corner of lands, now or formerly, owned by Elizabeth Rodgers (Deed Book 219 Page 582);

Thence South 24°00'42" East, on the Easterly line of said lands, now or formerly, owned by Elizabeth Rodgers, a distance of 388.31 feet to a set iron pin, said point being the POINT OF BEGINNING of the parcel herein described;
Thence North 73°28'30" East, a distance of 147.99 feet to a set iron pin;
Thence South 87°50'12" East, a distance of 31.37 feet to a set iron pin;
Thence North 69°45'39" East, a distance of 210.48 feet to a set iron pin;
Thence North 54°25'29" East, a distance of 59.38 feet to a set iron pin;
Thence North 83°32'28" East, a distance of 312.55 feet to a set iron pin;
Thence South 87°53'07" East, a distance of 183.25 feet to a set iron pin;
Thence North 63°17'00" East, a distance of 244.72 feet to a set iron pin;
Thence South 89°33'49" East, a distance of 85.91 feet to a set iron pin, said point known as Point "A";
Thence North 65°24'25" East, a distance of 132.07 feet to a set iron pin;
Thence North 86°26'25" East, a distance of 97.76 feet to a set iron pin;
Thence South 84°40'01" East, a distance of 140.51 feet to a set iron pin;
Thence North 86°29'27" East, a distance of 89.52 feet to a set iron pin;
Thence North 81°20'30" East, a distance of 23.81 feet to a set iron pin, said point known as Point "B";
Thence continuing North 81°20'30" East, a distance of 275.46 feet to a set iron pin;;
Thence South 64°04'54" East, a distance of 161.80 feet to a set iron pin;
Thence South 77°00'16" East, a distance of 33.13 feet to a set iron pin, said point known as Point "C";
Thence continuing South 77°00'16" East, a distance of 101.77 feet to a set iron pin, said point known as Point "D";
Thence North 83°00'21" East, a distance of 43.88 feet to a set iron pin;
Thence North 83°12'39" East, a distance of 67.40 feet to a set iron pin;
Thence South 78°33'33" East, a distance of 167.46 feet to a set iron pin;
Thence North 82°34'59" East, a distance of 156.26 feet to a set iron pin;
Thence North 82°10'01" East, a distance of 73.68 feet to a set iron pin;
Thence South 22°13'03" East, a distance of 83.00 feet to a set iron pin;
Thence South 82°18'19" West, a distance of 209.00 feet to a set iron pin;
Thence North 85°32'08" West, a distance of 133.61 feet to a set iron pin;
Thence South 59°13'07" East, a distance of 238.65 feet to a set iron pin, said point known as Point "E";
Thence South 51°23'22" East, a distance of 258.56 feet to a set iron pin;
Thence South 36°19'05" West, a distance of 45.46 feet to a set iron pin;
Thence North 78°00'33" West, a distance of 36.28 feet to a set iron pin;
Thence North 60°37'15" West, a distance of 91.54 feet to a set iron pin;
Thence North 51°23'20" West, a distance of 129.22 feet to a set iron pin;
Thence North 63°05'59" West, a distance of 203.29 feet to a set iron pin;
Thence North 33°15'11" West, a distance of 59.05 feet to a set iron pin;
Thence North 54°39'50" West, a distance of 57.13 feet to a set iron pin;
Thence North 65°13'48" West, a distance of 43.77 feet to a set iron pin;
Thence South 87°23'45" West, a distance of 119.15 feet to a set iron pin;
Thence North 65°46'34" West, a distance of 223.26 feet to a set iron pin;
Thence South 85°09'45" West, a distance of 410.93 feet to a set iron pin;
Thence North 87°05'39" West, a distance of 203.85 feet to a set iron pin;

Thence South 63°54'28" West, a distance of 86.94 feet to a set iron pin;
Thence South 46°51'24" East, a distance of 173.94 feet to a set iron pin;
Thence South 43°40'33" West, a distance of 70.00 feet to a set iron pin;
Thence North 52°33'46" West, a distance of 121.89 feet to a set iron pin;
Thence North 23°24'47" West, a distance of 60.35 feet to a set iron pin;
Thence North 87°07'26" West, a distance of 76.18 feet to a set iron pin;
Thence South 29°13'56" West, a distance of 57.92 feet to a set iron pin;
Thence South 65°55'57" West, a distance of 92.43 feet to a set iron pin;
Thence North 80°49'39" West, a distance of 71.07 feet to a set iron pin;
Thence South 75°18'05" West, a distance of 101.84 feet to a set iron pin;
Thence North 83°13'27" West, a distance of 152.92 feet to a set iron pin;
Thence South 53°17'15" West, a distance of 101.62 feet to a set iron pin;
Thence South 86°16'27" West, a distance of 257.46 feet to a set iron pin;
Thence South 62°37'17" West, a distance of 163.30 feet to a set iron pin;
Thence South 85°38'59" West, a distance of 219.89 feet to a set iron pin;
Thence North 24°00'42" West, a distance of 66.69 feet to the POINT OF BEGINNING;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION "A":

Beginning at said Point "A";
Thence North 65°24'25" East, a distance of 16.34 feet to a set iron pin;
Thence South 47°55'45" East, a distance of 85.08 feet to a set iron pin;
Thence South 63°54'28" West, a distance of 16.16 feet to a set iron pin;
Thence North 47°55'45" West, a distance of 85.54 feet to the POINT OF BEGINNING, containing 1,279 square feet or 0.029 acres, more or less.

EXCEPTION "B":

Beginning at said Point "B";
Thence North 81°20'30" East, a distance of 15.17 feet to a set iron pin;
Thence South 00°00'00" East, a distance of 76.86 feet to a set iron pin;
Thence South 85°09'45" West, a distance of 15.05 feet to a set iron pin;
Thence North 00°00'00" East, a distance of 75.84 feet to the POINT OF BEGINNING, containing 1,145 square feet or 0.026 acres, more or less.

EXCEPTION "C":

Beginning at said Point "C";
Thence South 77°00'16" East, a distance of 15.09 feet to a set iron pin;
Thence South 19°10'20" West, a distance of 85.12 feet to a set iron pin;
Thence North 65°46'34" West, a distance of 15.06 feet to a set iron pin;
Thence North 19°10'20" East, a distance of 82.17 feet to the POINT OF BEGINNING, containing 1,254 square feet or 0.029 acres, more or less.

EXCEPTION "D":

Beginning at said Point "D";
Thence North 83°00'21" East, a distance of 43.88 feet to a set iron pin;
Thence South 77°00'16" East, a distance of 48.93 feet to a set iron pin;
Thence South 59°13'07" East, a distance of 158.45 feet to a set iron pin;

Thence North 85°32'08" West, a distance of 33.83 feet to a set iron pin;
Thence North 59°13'07" West, a distance of 125.77 feet to a set iron pin;
Thence North 77°00'16" West, a distance of 87.82 feet to the POINT OF BEGINNING, containing 3,157 square feet or 0.073 acres, more or less.

EXCEPTION "E":

Beginning at said Point "E";
Thence South 51°23'22" East, a distance of 15.24 feet to a set iron pin;
Thence South 48°43'09" West, a distance of 79.04 feet to a set iron pin;
Thence North 63°05'59" West, a distance of 16.16 feet to a set iron pin;
Thence North 48°43'09" East, a distance of 82.37 feet to the POINT OF BEGINNING, containing 1,210 square feet or 0.029 acres, more or less.

Containing 299,101 square feet or 6.87 acres, more or less, as shown on plat entitled "Final Plat Conservation Easement for Dog Bite Stream Restoration" by KCI Associates of N.C. dated November 28, 2006 and recorded in Plat Book 3, Page 63-66, Mitchell County Registry.