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Bob H.

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BOOK 259 PAGE 698

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By: Susan Ruter
JENA LEE LUCKNER
REGISTER OF DEEDS
MADISON CO. N.C.

N.C. RIGHT OF WAY DEPARTMENT
Tra N.C.D.O.T.
79 TURTLE CREEK DRIVE
ASHEVILLE, NC 28803

R/W - Negotiations
Asheville, N.C.

0 1999

N.C. DEPT. OF TRANSPORTATION

NORTH CAROLINA
MADISON COUNTY

CONSERVATION EASEMENT
and
EASEMENT OF INGRESS AND EGRESS

THIS CONSERVATION EASEMENT and EASEMENT OF INGRESS AND EGRESS, made this 3rd day of June, 1999, by and between Taylor Barnhill, hereinafter called the "Grantor", and the North Carolina Wildlife Resources Commission, hereinafter called the "Grantee", and administered by the North Carolina Department of Transportation, hereinafter called the "Administrator", provides the following:

WITNESSETH

WHEREAS, the Grantor owns in fee simple approximately 6.1 acres of land situated in Township Number 4 of Madison County and more particularly described in Deed Book 95, page 633, Deed Book 150, page 87, and Deed Book 206, page 543 of the Madison County Registry, North Carolina, hereinafter this land is referred to as the "Property";

WHEREAS, the Administrator is an agency of the State of North Carolina whose purpose includes the construction of transportation projects for public use and has the authority to acquire land for the purpose of mitigating environmental impacts of these transportation projects;

WHEREAS, the Administrator is beginning to restore 1200 feet of stream in Madison County on the said Property through the Grantee;

WHEREAS, the Grantee is an agency of the State of North Carolina whose purposes include the restoration and enhancement of fish and wildlife habitat; is authorized by the laws of the State of North Carolina to accept, hold and administer conservation easements; possesses the authority to accept and is willing to accept this Conservation Easement from the Grantor under the terms and conditions hereinafter described;

WHEREAS, the Grantor is willing to grant a perpetual Conservation Easement over 2.9 acres of the Property, thereby restricting and limiting the use of land within the Conservation Easement area to the terms and conditions and for the purposes hereinafter set forth, and to further grant the right of ingress and egress to the Conservation Easement area over, upon and along the Property as more particularly set forth hereinafter;

WHEREAS, the Grantor consents to the Administrator assigning this Conservation Easement over the designated portion of the Property to another state agency, the WRC, whose purpose is consistent with this Conservation Easement or to a non-profit corporation whose purposes are consistent with this Conservation Easement.

WHEREAS, the Administrator, under a Section 404 permit granted by the U.S. Army Corps of Engineers (USACE). must conduct certain off-site trout stream

1770 MADISON COUNTY
Oct 05 1999 $24.00
STATE OF NORTH CAROLINA
Real Estate Excise Tax

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enhancement for impacts to trout streams resulting from the construction of I-26 corridor from northeast of US 19 to the Tennessee state line at Sam's Gap (TIP No. A-10 C & D);

WHEREAS, the Administrator has entered into an agreement with the Grantee to reimburse them for conducting the restoration of such off-site trout stream enhancement;

WHEREAS, the USACE has reviewed and approved the use of the Conservation Easement on the Property to mitigate for the stream impacts, and such will satisfy the said permit conditions after the completion of the stream monitoring period;

WHEREAS, the Grantee has prepared a plan that describes existing stream conditions and details conceptual mitigation practices and this plan has been reviewed and accepted by the Grantor;

NOW THEREFORE, in consideration of the sum of $11,600.00 and other valuable considerations to the Grantor in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, the Grantor hereby grants and conveys unto the Grantee and its successors or assigns forever and in perpetuity a Conservation Easement, pursuant to the USACE Section 404 permit requirements, of the nature and character and to the extent hereinafter set forth, in respect to the land of the grantor situated in Madison County, North Carolina, as described in Exhibit A (map) and Exhibit B (metes and bounds description). Together with a perpetual right of ingress and egress over and upon the Grantor's roads and paths, or other access ways acceptable to the Grantor, on the Property having been described above in the Madison County Registry as an Easement of Ingress and Egress to and from the Conservation Easement hereinabove described.

The purposes of this Conservation Easement are to provide environmental protection for surface waters, to provide restoration and enhancement of stream and riparian habitat for the benefit of fish and wildlife, to protect the conservation values of the easement area designated on the Property and to maintain permanently the dominant woodland, scenic and natural character of the easement area. To achieve these purposes, the parties hereto agree to the conditions and restrictions set forth herein and it shall be so held, maintained, and used therefor.

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land and is enforceable by the Grantee or its successors and/or assigns against the Grantor, Grantor's personal representatives, heirs, devisees, successors and assigns, lessees, agents and licensees.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the designated easement area inconsistent with the purposes of this Conservation Easement is prohibited. The Easement Area shall be maintained in its natural, scenic and open condition and restricted from any development that would significantly impair or interfere with the conservation values of this easement area.

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Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder.

A. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural, scenic and aesthetic features of the easement area or any introduction of non-native plants and/or animal species is prohibited unless the Grantee shall give its prior written consent or unless otherwise expressly permitted herein. The Grantor, for himself, his successors, assigns, invitees and licensees, hereby reserves the right to maintain seven (7) openings in the riparian vegetation for viewing the creek and for other esthetic reasons. These sites in total should not exceed 120 linear feet. The locations of these sites are surveyed and shown on Exhibit A. The Grantor also reserves the right to maintain a 4 foot wide trail along the easement. This trail will be mowed periodically to allow passage and will be set back off of the high water mark to allow woody vegetation to grow between the trail and the creek. This trail will be on the inside of the creek bend and not on the outside of the bend.

B. Agricultural, Grazing and Horticultural Use. Agricultural, grazing and horticultural use (landscaping) of the easement area is prohibited. The easement area will be demarcated by the use of wooden post placed at specific locations along the easement boundary. The specifications and locations of boundary posts is noted in Exhibit D. Grantee will provide and install stream restoration plant materials in consultation with Grantor and when possible utilize suggestions made by Grantor.

C. Silvicultural Use and Land Clearing. There may be no destruction or cutting of trees or plants on the Easement Area, except in accordance with the Conceptual Stream Mitigation Plan attached hereto or upon approval of the Grantee. The gathering of firewood in the Easement Area shall be limited to dead trees, such that the gathering is consistent with purposes of this Conservation Easement. Removal of large trees may be allowed in some cases pending approval by the Grantee.

D. Hunting and Fishing. Grantor expressly reserves the right to hunt and fish on the Easement Area and to control access of all persons for the purpose of hunting and fishing; provided that these activities do not impact the protection and conservation of any animal/trout habitat or other conservation values of the Easement Area.

E. Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Easement Area is prohibited.

F. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Easement Area nor shall there be any activities conducted on the Easement Area or on

adjacent property if owned by the Grantor and his successors which would cause erosion or siltation on the Easement Area.

G. Water Quality and Drainage Pattern. There shall be no activities conducted in the Easement Area that would be detrimental to water purity or to any of the plants or habitats within the Easement Area. There shall be no activities that would alter natural water levels, drainage, sedimentation and/or flow in or over the Easement Area, or cause soil degradation or erosion. Diking, dredging, alteration, draining, filling or removal of wetland or stream is prohibited. The Grantee maintains the right to install, operate and maintain structures for the purpose of reestablishing, protecting, and enhancing stream functional values, including those described in the Conceptual Stream Mitigation Plan for the Easement Area.

H. Stream Crossings. The Grantor, for himself, his successors, assigns, invitees and licensees, hereby reserves the right to maintain the existing bridged crossing of Little Ivy Creek and the right to construct one (1) additional bridged crossing if needed in the future. In addition, he reserves the right to utilize the existing ford if needed for heavy loads. This ford is excluded from the easement on the West bank but included on the East bank. Any new crossings will span the easement area and will be constructed in such a way that minimizes negative impacts to the stream and riparian vegetation. Maintenance of the existing crossing includes the right to replace the structure and to insure that the opening under the span remains free and clear of obstructions.

I. Utilities. Notice will be made in writing to all utility companies with rights of way affecting the easement, requesting notification to the Administrator and Grantor if right of way clearing is scheduled. Any such clearing should be in keeping with the intent of the easement if possible.

J. Quiet Enjoyment. The Grantor, for himself, his successors, assigns, invitees and licensees, hereby reserves the right to quiet enjoyment of the Easement Area, the right to ingress and egress to the Easement Area and all adjacent property of the Grantor, the right to continue such uses as exist as of the date of this grant not inconsistent with this Conservation Easement and the right to sell, transfer, gift or otherwise convey the Easement Area, in whole or in part, provided such sale, transfer or gift conveyance is subject to the terms of this Conservation Easement and written notice is provided to the Grantee in accordance with the provisions herein below.

ARTICLE III. ENFORCEMENT & REMEDIES

A. The Grantee has the right to prevent any action or use of the Easement Area that is inconsistent with the purpose of this Conservation Easement. Upon any breach of the terms of this Conservation Easement by Grantor or by a third party, which comes to the attention of the Grantee or Administrator, the Grantee shall notify the Grantor in writing of such breach. The Grantor shall have thirty (30) days after receipt

102

of such notice to begin undertaking actions that are reasonably calculated to correct promptly 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 including the right to require that the land be restored promptly to the condition required by this Conservation Easement. The Grantee shall have the power and authority, consistent with its statutory authority, to institute and maintain any suits and proceedings as the Grantee may deem advisable in its judgement; (a) to prevent any impairment of the Easement area on the Property by any 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. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the easement area on the Property, the Grantee may pursue its remedies without prior notice to Grantor, but shall call the Grantor to leave a voice message and shall exercise within two business days an effort to notify the Grantor and explain the action undertaken.

B. The Grantor reserves the right to take action against the Grantee for use of the Easement Area in a way that is inconsistent with the purpose of this Conservation Easement.

C. Nothing contained herein shall be construed to entitle the Grantor to bring any action against Grantee for any injury or change in the Property resulting from causes beyond the Grantee's control, including fire, flood, storm, war, acts of God or third parties, or from any prudent action taken in good faith by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes, in accordance hereunder.

D. The Grantee may enter the Grantor's adjoining property only for the purposes set forth in this agreement and only in accordance with the Easement for Ingress and Egress described hereinabove. The Grantee will attempt to notify the Grantor before entering the Property.

E. No failure on the part of the Grantee to enforce any covenant or provision hereof shall be a waiver to discharge or invalidate such covenant or any other covenant, condition, provision hereof or affect the right of Grantee to enforce in the same in the event of a subsequent breach or default.

ARTICLE IV. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever. However, the public has the right to view the Property from adjacent publicly accessible areas.

ARTICLE V. EXHIBIT, DOCUMENTATION AND TITLE

A. Legal Description and Exhibits. The attached Exhibit A (map), Exhibit B (metes and bounds description), Exhibit C (conceptual mitigation plan), and Exhibit D (specifications and locations of boundary posts) are incorporated in and made a part of this instrument by reference

B. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that the Property is free and clear of any and all encumbrances, except easements of record and Grantor covenants that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.

C. Mitigation Plans. The parties acknowledge that the "Conceptual Stream Mitigation Plan", dated July 1998 was developed by a WRC biologist and accepted by the Grantor. A copy of this plan is on file at the office of the Administrator and the Grantee, and is also attached hereto and incorporated herein. This document describes the conditions of the Property and the plan for restoring it.

ARTICLE VI. MISCELLANEOUS

A. Subsequent Transfers. Grantor agrees for himself, his heirs, successors and assigns, to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor, for himself, his heirs, successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Property is conveyed.

B. Conservation Purpose.

(1) The Grantee, for themselves, and their successors and assigns agree that this Conservation Easement shall be held exclusively for conservation purposes.

(3) The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, provided, however that the Grantee hereby covenant and agree, that in the event they transfer or assign this Conservation Easement they hold under the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the

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conservation purposes specified in Section 170 (h)(4)(A) and Section 2031 of the Internal Revenue Code, and the Trust and the State 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 to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance, set forth in the Recitals herein.

(4) The Grantor agrees to pay any real estate taxes or other assessments levied on the Property.

C. Construction of Terms. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. 121-34, which authorizes the creation of Conservation Easements for purposes including those set forth in the recitals herein, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

D. Entire Agreement. 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 this 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.

G. Notices. Any notices shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other. In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed to have been denied unless, within ninety (90) days after receipt of notice, a written notice of approval has been mailed to the party requesting consent.

H. Amendments. Grantor, Grantee and Administrator are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendment(s) shall be effective upon recording in the public records of Madison County North Carolina.

E. Recording. The Administrator shall record this instrument and any amendment hereto in timely fashion in the official records of Madison County, North Carolina, and may re-record it at any time as may be required to preserve the rights under this Conservation Easement.

TO HAVE AND TO HOLD the aforesaid easements unto **the NORTH CAROLINA WILDLIFE RESOURCES COMMISSION,** its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's personal representatives, heirs, successor and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor hereto has set Grantor's hand and seal and the Administrator and the Grantee by authority duly given, has hereunto caused these presents to be executed by its representatives and their seals affixed, as of the dates shown below, to be effective upon the date of recordation in the public records of Madison County, North Carolina.

GRANTOR:

9/8/99 (Seal)
TAYLOR BARNHILL DATE

GRANTEE: NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

Charles R. Fullwood Oct 1, 1999 (Seal)
Executive Director DATE

ADMINISTRATOR:
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AUG 31 1999 8-30-99 (Seal)
Subject To Proper Execution DATE

SEAL-STAMP
NORTH CAROLINA
MADISON COUNTY

I, Robert L. Haskett, Jr. a Notary Public of Buncombe County do hereby certify that Taylor Barnhill, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 8th day of September 1999.

My commission expires 12/06/2002

Robert L. Haskett
Signature of Notary Public

The foregoing Certificate(s) of CONSERVATION EASEMENT and EASEMENT OF INGRESS AND EGRESS is/ are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____
REGISTER OF DEEDS FOR MADISON COUNTY

106

This description is of a conservation easement acquired by the North Carolina Department of Transportation, for the North Carolina Wildlife Resources Commission, from that property conveyed to S. Taylor Barnhill at Deed Book 206, Page 543, of the Madison County Registry, and an unrecorded plat prepared by Glenn Haynes, PLS, on APRIL 27, 1997. It is written from an actual field survey performed June 7, 1999, by Roger D. Woods, Jr., PLS, L-2649 shown on that map entitled "Survey For Conservation Easement Acquired By North Carolina Department of Transportation For The North Carolina Wildlife Resources Commission" recorded in Plat Book 4, Page 237 of the Madison County Registry, North Carolina.

Conservation Easement # 1 –

From the point of beginning, said point of beginning being a stone in the center of Little Ivy Creek as described in a deed in Book 206, Page 543 and shown on an unrecorded plat prepared for Taylor Barnhill by Glenn Haynes, PLS, dated April 27, 1997, thence with the centerline of Little Ivy Creek, North 62 degrees 10 minutes 21 seconds West a distance of 135.18 feet to a point in the creek near a wooden bridge, thence North 33 degrees 19 minutes 12 seconds East a distance of 35.17 feet to a new iron pin; thence South 67degrees 27 minutes 42 seconds East a distance of 54.68 feet to a new iron pin; thence South 69 degrees 32 minutes 05 seconds East a distance of 58.07 feet to a new iron pin; thence South 64 degrees 27 minutes 43 seconds East a distance of 19.94 feet to a new iron pin; thence South 64 degrees 27

minutes 43 seconds East a distance of 6.42 feet to a new iron pin; thence South 35 degrees 31 minutes 20 seconds West a distance of 48.99 feet to the point of beginning, containing 0.13 acres, more or less.

Conservation Easement # 2 –

From the point of beginning, said point of beginning being an existing PK nail in the centerline of an asphalt drive as shown on an unrecorded plat prepared for Taylor Barnhill by Glenn Haynes, PLS, dated April 27, 1997, thence running with the property line and the asphalt drive North 55 degrees 05 minutes 56 seconds West a distance of 328.98 feet to a new PK nail in the asphalt drive; thence leaving the asphalt drive, North 36 degrees 05 minutes 17 seconds East a distance of 39.88 feet to a new iron pin ; thence South 87 degrees 00 minutes 32 seconds East a distance of 37.12 feet to a new iron pin; thence South 68 degrees 54 minutes 21 seconds East a distance of 31.69 feet to a new iron pin; thence South 75 degrees 16 minutes 14seconds East a distance of 33.80 feet to a new iron pin; thence North 2 degrees 17 minutes 42 seconds East a distance of 9.56 feet to a new iron pin; thence North 69 degrees 27 minutes 35 seconds West a distance of 37.23 feet to a new iron pin; thence North 28 degrees 57 minutes 06 seconds West a distance of 48.94 feet to a new iron pin; thence North 41 degrees 32 minutes 21 seconds West a distance of 50.01 feet to a new iron pin; thence North 79 degrees 08 minutes 21 seconds West a distance of 83.89 feet to a new iron pin near the edge of the asphalt drive; thence crossing a branch North 9 degrees 32 minutes 30 seconds East a distance of 47.54 feet to a new iron pin near the northeast corner of a concrete bridge; thence North

108

30 degrees 38 minutes 29 seconds East a distance of 66.71 feet to a new iron pin; thence North 28 degrees 45 minutes 49 seconds East a distance of 56.14 feet to a new iron pin; thence North 41 degrees 47 minutes 13 seconds East a distance of 34.08 feet to a new iron pin; thence North 59 degrees 30 minutes 53 seconds East a distance of 47.82 feet to a new iron pin; thence North 3 degrees 22 minutes 57seconds East a distance of 7.57 feet to a new iron pin; thence North 67 degrees 29 minutes 38 seconds East a distance of 117.22 feet to a new iron pin; thence South 3 degrees 10 minutes 23 seconds West a distance of 54.62 feet to a point in Little Ivy Creek; thence South 80 degrees 50 minutes 59 seconds East a distance of 68.74 feet to a point in Little Ivy Creek; thence South 72 degrees 04 minutes 43 seconds East a distance of 49.95 feet to a point in Little Ivy Creek; thence North 10 degrees 00 minutes 51 seconds East a distance of 49.47 feet to a new iron pin; thence South 67 degrees 45 minutes 56 seconds East a distance of 13.93 feet to a new iron pin; thence South 67 degrees 45 minutes 56 seconds East a distance of 98.04 feet to a new iron pin; thence South 61 degrees 22 minutes 49 seconds East a distance of 92.62 feet to a new iron pin; thence South 33 degrees 16 minutes 23 seconds West a distance of 78.85 feet near the west edge of a gravel drive and wooden bridge, crossing Little Ivy Creek to a new iron pin; thence North 67 degrees 31 minutes 18 seconds West a distance of 138.00 feet to a new iron pin; thence North 78 degrees 08 minutes 01 seconds West a distance of 78.96 feet to a new iron pin; thence South 75 degrees 09 minutes 56 seconds West a distance of 44.45 feet to a new iron pin; thence South 49 degrees 22 minutes 39 seconds West a distance of 37.12 feet to a new iron pin; thence South 10 degrees 26 minutes 31 seconds West a distance of 72.37 feet to a new

iron pin; thence South 18 degrees 17 minutes 17seconds East a distance of 56.04 feet to a new iron pin; thence South 1 degrees 46 minutes 17 seconds West a distance of 13.33 feet to a new iron pin; thence South 2 degrees 06 minutes 26 seconds East a distance of 35.87 feet to a new iron pin; thence South 8 degrees 54 minutes 56 seconds East a distance of 45.66 feet to a new iron pin; thence South 17 degrees 23 minutes 59 seconds East a distance of 37.77 feet to a new iron pin; thence South 40 degrees 58 minutes 32 seconds East a distance of 18.89 feet to a new iron pin; thence South 58 degrees 27 minutes 32 seconds East a distance of 50.40 feet to a new iron pin; thence South 55 degrees 11 minutes 34 seconds East a distance of 79.01 feet to a new iron pin; thence South 65 degrees 24 minutes 00 seconds East a distance of 45.76 feet to a new iron pin; thence South 48 degrees 11 minutes 49 seconds East a distance of 17.76 feet to a new iron pin; thence South 57 degrees 43 minutes 57 seconds East a distance of 52.43 feet to a new iron pin; thence South 48 degrees 08 minutes 02 seconds East a distance of 50.62 feet to a new iron pin; thence South 48 degrees 08 minutes 02 seconds East a distance of 11.27 feet to a new iron pin; thence South 22 degrees 53 minutes 20 seconds West a distance of 46.74 feet to a point in Little Ivy Creek; thence North 48 degrees 42 minutes 54 seconds West a distance of 77.75 feet to a point in Little Ivy Creek; thence North 63 degrees 49 minutes 01 seconds West a distance of 100.20 feet to a point in Little Ivy Creek; thence leaving Little Ivy Creek South 42 degrees 16 minutes 54 seconds West a distance of 45.00 feet to the point of beginning, containing 2.64 acres, more or less.

The foregoing Certificate(s) of Robert L. Haskett, Jr. is/are certified to be correct. This instrument and this certificate are duly registered on the 5th day of Oct. 19 99, in Book _____, Page _____ at 11:11 o' clock A M.

Jena Lee Buckner REGISTER OF DEEDS FOR Madison COUNTY

BY: Susan Rutar Deputy/Assistant - Register of Deeds