EEP Easement
- Oct 2010

FOR REGISTRATION J. DAVID GRANBERRY
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
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INSTRUMENT # 2011028897

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STATE OF NORTH CAROLINA

CONSERVATION EASEMENT AND RIGHT OF ACCESS

MECKLENBURG COUNTY
SPO File Number 060-I
Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS CONSERVATION EASEMENT DEED AND RIGHT OF ACCESS, pursuant to the provisions of N.C. General Statutes Chapter 121, Article 4 and made this 12th day of October, 2010, by the Town of Davidson, a North Carolina municipal corporation whose mailing address is Post Office Box 579, Davidson, NC, 28036, ("**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:

Grantor has agreed to grant portions of the land areas that were included in a previous deed of a conservation easement as recorded in **Deed Book 14620 at Page 756 of the Mecklenburg County Registry** and subsequently removed via amendment as recorded in **Deed Book 25569 at Pages 627 - 631 of the Mecklenburg County Registry** (the "**Deed**"). **Grantor** now agrees removed areas as recorded in the **Deed** should be encumbered by this conservation easement and should be granted to the **Grantee**. To this end, the Grantor, individually and through its authorized representative signing below, grant to the **Grantee** all property interests in the easement area defined in the **Deed** recorded at **Deed Book 25569 at Pages 627 - 631 of the Mecklenburg County Registry**, that are hereafter included within the new conservation easement area defined in this deed.

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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 5th day of June 2007; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Deweese Township, Mecklenburg County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately **200** acres and being conveyed to the Grantor by deed as recorded in **Deed Book 14620 at Page 750** of the Mecklenburg County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access 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 and Access Rights. This Conservation Easement shall be for the protection and benefit of the waters of the West Branch Rocky River.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, **Grantor** unconditionally and irrevocably hereby grants, assigns and conveys unto **Grantee**, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a described area of the Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tracts of land as identified as Area of Easement #1 (50' +/- each side) 3.0220 acres, Area of Easement #2 (50' +/- easement this side/100' +/- opposite side) 3.5792 acres, Area of

Easement #3 (50' +/- each side) 0.3208 acre, and Area of Easement #4 (50' each side) 2.9214 acres as shown on a plat of survey titled "Conservation Easement Survey for the State of North Carolina, Ecosystem Enhancement Program, West Branch Rocky River, EEP ID: 62684, SPO Number: 060-I" dated September 23, 2008, by A.G. Zoutewelle Surveyors, and **recorded in Map Book_____, Page _____**, Mecklenburg County Registry, said Easement Areas being more particularly described in Exhibit A.

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

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, 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, 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.** 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 one (1) approved creek crossing which must be located in conservation easement area #4 between points1532 and point 1533 on the southeastern boundary of the easement, crossing the stream and existing the easement #4 area between points 1535 and 1534 on the northwest boundary. 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. 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. 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.

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. Right of Access, Construction, and Inspection. The Grantee, its employees and agents, successors and assigns, receive a perpetual Right of Access to the Easement Area over the Property at reasonable times to undertake any activities to restore, construct, manage, maintain, enhance, and monitor the stream, wetland and any other 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.

C. Right of Access, Construction, and Inspection. The Grantee, its employees and agents, successors and assigns, receive a perpetual Right of Access to the Easement Area over the Property at reasonable times to undertake any activities to

restore, construct, manage, maintain, enhance, and monitor the stream, wetland and any other 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.

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 herein 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 and Right of Access may be amended, but only in 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. The U.S. Army Corps of Engineers must be notified 60 days in advance of any amendment to this Conservation Easement or transfer of property interest.

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.

GRANTOR: TOWN OF DAVIDSON

_____(SEAL)
Leamon Brice, Town Manager

NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Lillian Duer Smith, a Notary Public of Mecklenburg County, North Carolina, do hereby certify that Leamon Brice, personally appeared before me this day and acknowledged that he is Town Manager for the Town of Davidson, a municipal corporation of the State of North Carolina, and that by authority duly given and as an act of the Town of Davidson, the foregoing instrument was signed in its name.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 12th day of October, 2010.

_____
Notary Public

LILLIAN DUER SMITH
NOTARY PUBLIC
MECKLENBURG COUNTY, NC

THE TOWN OF DAVIDSON
1891
NORTH CAROLINA

My commission expires:
April 1, 2015

"EXHIBIT A "
Legal Description for Conservation Easement
On Tax Parcel ID # 003-111-04
Deweese Township, Mecklenburg County
As shown in Mecklenburg County, North Carolina
Deed Book 14620, Page 750

Conservation Easement #1

BEING all that certain easement tract or parcel of land located within Deweese Township, Mecklenburg County, North Carolina, and being located within that certain tract of land described in a deed to the Town of Davidson as recorded in Deed Book 14620 Page 750 of the Mecklenburg County Registry, and being more particularly described as follows:

BEGINNING at a new rebar located on the common property line between the Town of Davidson as recorded in Deed Book 14620 Page 750 and John G. Fisher, Jr., Family Trust under will of Hattie White Fisher as recorded in Deed Book 6886 Page 296 and Deed Book 23265 Page 509 of the Mecklenburg County Registry, said new rebar being located the following eight (8) calls from an existing iron rod control point having North Carolina State Plane Coordinates of Northing=639,702.12 feet and Easting=1,465,202.85 feet (North American Datum of 1983, NSRS2007, having a combined grid factor of 0.99984693): (1) North 52-27-04 East 283.74 feet to an existing iron pin located on or within the westerly right-of-way of Shearer Road, (2) South 45-24-54 West 552.31 feet to an existing iron pin, (3) South 09-21-04 East 21.61 feet to an existing iron pin, (4) South 40-59-02 West 131.87 feet to an existing iron pin, (5) South 37-43-46 West 136.98 feet to an existing iron pin, (6) South 01-10-22 West 515.04 feet to a 24-inch poplar tree, (7) South 14-44-07 West 250.16 feet to a nail found in a poplar tree and (8) South 76-36-29 East 21.38 feet, and running thence from said POINT AND PLACE OF BEGINNING along the southerly boundary of the aforesaid John G. Fisher, Jr., Family Trust South 76-36-29 East 124.60 feet to a new rebar; thence along the following twenty-three (23) new lines: (1) South 29-44-40 East 100.35 feet to a new rebar, (2) South 15-02-55 East 91.26 feet to a new rebar, (3) South 02-31-48 West 83.34 feet to a new rebar, (4) South 36-51-27 East 119.21 feet to a new rebar, (5) South 04-28-03 West 129.26 feet to a new rebar, (6) South 12-57-01 West 131.68 feet to a new rebar, (7) South 25-22-21 West 160.59 feet to a new rebar, (8) South 19-52-53 West 126.23 feet to a new rebar, (9) South 55-04-34 West 89.76 feet to a new rebar, (10) South 15-22-04 West 132.10 feet to a new rebar, (11) North 72-11-04 West 113.94 feet crossing a stream to a new rebar, (12) North 13-32-14 East 129.63 feet to a new rebar, (13) North 39-28-01 East 114.89 feet to a new rebar, (14) North 24-10-40 East 102.34 feet to a new rebar, (15) North 33-48-14 East 138.68 feet to a new rebar, (16) North 10-33-53 East 118.26 feet to a new rebar, (17) North 02-19-29 East 108.07 feet to a new rebar, (18) North 40-28-31 West 85.77 feet to a new rebar, (19) North 00-48-23 West 104.15 feet to a new rebar, (20) North 13-33-28 West 82.06 feet to a new rebar, (21) North 31-05-36 West 92.82 feet to a new rebar, (22) North 30-16-08 West 70.34 feet to a new rebar and (23) North 58-00-35 East 20.21 feet to the point and place of BEGINNING, containing 3.0220 acres as shown on a survey prepared by Andrew G. Zoutewelle, North Carolina Professional Land Surveyor #L-3098, dated September 23, 2008.

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Conservation Easement #2

BEING all that certain easement tract or parcel of land located within Deweese Township, Mecklenburg County, North Carolina, and being located within that certain tract of land described in a deed to the Town of Davidson, N.C., as recorded in Deed Book 14620 Page 750 of the Mecklenburg County Registry, and being more particularly described as follows:

BEGINNING at a new rebar located within the aforesaid tract of land described in a deed to the Town of Davidson, N.C., as recorded in Deed Book 14620 Page 750 of the Mecklenburg County Registry, said new rebar being located the following twenty-one (21) calls from an existing iron rod control point having North Carolina State Plane Coordinates of Northing=639,702.12 feet and Easting=1,465,202.85 feet (North American Datum of 1983, NSRS2007, having a combined grid factor of 0.99984693): (1) North 52-27-04 East 283.74 feet to an existing iron pin located on or within the westerly right-of-way of Shearer Road, (2) South 45-24-54 West 552.31 feet to an existing iron pin, (3) South 09-21-04 East 21.61 feet to an existing iron pin, (4) South 40-59-02 West 131.87 feet to an existing iron pin, (5) South 37-43-46 West 136.98 feet to an existing iron pin, (6) South 01-10-22 West 515.04 feet to a 24-inch poplar tree, (7) South 14-44-07 West 250.16 feet to a nail found in a poplar tree, (8) South 76-36-29 East 21.38 feet to a new rebar, (9) South 76-36-29 East 124.60 feet to a new rebar, (10) South 29-44-40 East 100.35 feet to a new rebar, (11) South 15-02-55 East 91.26 feet to a new rebar, (12) South 02-31-48 West 83.34 feet to a new rebar, (13) South 36-51-27 East 119.21 feet to a new rebar, (14) South 04-28-03 West 129.26 feet to a new rebar, (15) South 12-57-01 West 131.68 feet to a new rebar, (16) South 25-22-21 West 160.59 feet to a new rebar, (17) South 19-52-53 West 126.23 feet to a new rebar, (18) South 55-04-34 West 89.76 feet to a new rebar, (19) South 15-22-04 West 132.10 feet to a new rebar, (20) North 72-11-04 West 113.94 feet crossing a stream to a new rebar and (21) South 19-29-06 West 30.44 feet, and running thence from said POINT AND PLACE OF BEGINNING the following thirteen (13) new calls: (1) South 73-24-21 East 167.99 feet crossing a stream to a new rebar, (2) South 09-31-13 West 97.77 feet to a new rebar, (3) South 09-39-59 East 89.87 feet to a new rebar, (4) South 05-34-18 East 95.97 feet to a new rebar, (5) South 05-34-18 West 151.93 feet to a new rebar, (6) South 39-49-03 East 113.65 feet crossing a stream to a new rebar, (7) South 55-47-47 West 98.68 feet to a new rebar, (8) South 20-24-07 West 297.54 feet to a new rebar, (9) North 74-02-13 West 183.34 feet crossing a stream to a new rebar, (10) North 20-43-39 East 341.04 feet to a new rebar, (11) North 03-10-55 East 257.89 feet to a new rebar, (12) North 10-25-37 West 119.96 feet to a new rebar and North 07-39-28 East 157.92 feet to the point and place of BEGINNING, containing 3.5792 acres as shown on a survey prepared by Andrew G. Zoutewelle, North Carolina Professional Land Surveyor #L-3098, dated September 23, 2008.

Conservation Easement #4

BEING all that certain easement tract or parcel of land located within Deweese Township, Mecklenburg County, North Carolina, and being located within that certain tract of land described in a deed to the Town of Davidson, N.C., as recorded in Deed Book 14620 Page 750 of the Mecklenburg County Registry, and being more particularly described as follows:

BEGINNING at a new rebar located within the aforesaid tract of land described in a deed to the Town of Davidson, N.C., as recorded in Deed Book 14620 Page 750 of the Mecklenburg County Registry, said new rebar being located the following twenty-six (26) calls from an existing iron rod control point having North Carolina State Plane Coordinates of Northing=639,702.12 feet and Easting=1,465,202.85 feet (North American Datum of 1983, NSRS2007, having a combined grid factor of 0.99984693): (1) North 52-27-04 East 283.74 feet to an existing iron pin located on or within the westerly right-of-way of Shearer Road, (2) South 45-24-54 West 552.31 feet to an existing iron pin, (3) South 09-21-04 East 21.61 feet to an existing iron pin, (4) South 40-59-02 West 131.87 feet to an existing iron pin, (5) South 37-43-46 West 136.98 feet to an existing iron pin, (6) South 01-10-22 West 515.04 feet to a 24-inch poplar tree, (7) South 14-44-07 West 250.16 feet to a nail found in a poplar tree, (8) South 76-36-29 East 21.38 feet to a new rebar, (9) South 76-36-29 East 124.60 feet to a new rebar, (10) South 29-44-40 East 100.35 feet to a new rebar, (11) South 15-02-55 East 91.26 feet to a new rebar, (12) South 02-31-48 West 83.34 feet to a new rebar, (13) South 36-51-27 East 119.21 feet to a new rebar, (14) South 04-28-03 West 129.26 feet to a new rebar, (15) South 12-57-01 West 131.68 feet to a new rebar, (16) South 25-22-21 West 160.59 feet to a new rebar, (17) South 19-52-53 West 126.23 feet to a new rebar, (18) South 55-04-34 West 89.76 feet to a new rebar, (19) South 15-22-04 West 132.10 feet to a new rebar, (20) North 72-11-04 West 113.94 feet crossing a stream to a new rebar, (21) South 19-29-06 West 30.44 feet to a new rebar, (22) South 07-39-28 West 157.92 feet to a new rebar, (23) South 10-25-37 East 119.96 feet to a new rebar, (24) South 03-10-55 West 257.89 feet to a new rebar, (25) South 20-43-39 West 341.04 feet to a new rebar and (26) South 26-51-41 West 34.71 feet, and running thence from said POINT AND PLACE OF BEGINNING the following five (5) new calls: (1) South 72-44-11 East 135.19 feet crossing a stream to a new rebar, (2) South 19-17-12 West 200.89 feet to a new rebar, (3) South 16-25-59 West 239.90 feet to a new rebar, (4) South 24-14-30 West 209.45 feet to a new rebar, (5) South 30-49-56 West 264.40 feet to a new rebar; thence along the northerly and westerly boundary lines of the property of Mecklenburg County as recorded in Deed Book 22305 Page 159 of the Mecklenburg County Registry the following two (2) calls: (1) North 47-18-55 West 33.13 feet to an existing iron pipe and (2) South 23-51-31 West (passing an existing iron pin at 129.90 feet) a total distance of 162.00 feet to a point in the centerline of the West Fork Rocky River; thence along the centerline of the said West Fork Rocky River North 35-09-10 West 149.22 feet to a point; thence along the following five (5) new calls: (1) North 44-08-31 East 99.01 feet to a new rebar, (2) North 31-16-07 East 256.66 feet to a new rebar, (3) North 24-55-54 East 187.01 feet to a new rebar, (4) North 15-38-12 East 223.59 feet to a new rebar and (5) North 16-31-04 East 215.09 feet to the point and place of BEGINNING, containing 2.9214 acres as shown on a survey prepared by Andrew G. Zoutewelle, North Carolina Professional Land Surveyor #L-3098, dated September 23, 2008.

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

PLEASE RETAIN YELLOW TRAILER PAGE

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