FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2002 DEC 30 03:59 PM
BOOK:14620 PAGE:756-772 FEE:$59.00
INSTRUMENT # 2002259978

STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

TOWN OF DAVIDSON
ACTIVE RECREATION
CONSERVATION EASEMENT
(Fisher Property)

THIS DEED OF CONSERVATION EASEMENT is made this 30 day of ~~November~~ December, 2002, by the **TOWN OF DAVIDSON**, a North Carolina municipal corporation, (hereinafter referred to as "Grantor") in favor of **MECKLENBURG COUNTY**, a political subdivision of the State of North Carolina, (hereinafter referred to as "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the sole owner in fee simple of a certain approximately 200-acre parcel of land located in Mecklenburg County, North Carolina, which is more particularly described in "Exhibit A" attached hereto and by this reference incorporated herein ("Property"); and,

WHEREAS, the Property possesses some or all of the following: natural, scenic, open space, educational, recreational and watershed protection values (hereinafter referred to collectively as "Conservation Values") of great importance to Grantor, Grantee, the people of Mecklenburg County, North Carolina, and the people of the State of North Carolina; and,

Drawn by and mail to: Marvin A. Bethune
Ruff, Bond, Cobb, Wade & Bethune, LLP
301 South Tryon Street, Suite 2100
Charlotte, North Carolina 28202-1992
R.O.D. Box # 24

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property on file at the offices of Grantee, said inventory consisting of reports, maps, photographs, or other documentation (hereinafter referred to as "Baseline Documentation"), which is more particularly described in Exhibit B attached hereto and by this reference incorporated herein, and which the parties agree provide an accurate representation of the Property at the time of this conveyance and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Deed of Conservation Easement; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to its natural vegetation and limited uses existing at the time of this grant that do not significantly impair or interfere with those Values, except as alteration of such land use patterns are specifically allowed to be altered by this Deed of Conservation Easement for active recreation uses; and

WHEREAS, Grantee has supplied one-third of the purchase price of the Property to Grantor with the intent and expectation that the Property will remain in the name of the Grantor in perpetuity to hold and help fulfill the goals of the Grantor's park or open space plan; and

WHEREAS, Grantor and Grantee intend through this agreement to honor the intentions stated herein and to use their best reasonable efforts to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and generations to come; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of North Carolina and in particular the Historic Preservation and Conservation Agreements Act as set forth under N.C.G.S. Sections 121-34, et seq., and in consideration of the fact that Grantee has supplied one-third of the purchase price of the Property to Grantor with the hope and expectation that the Property will remain in the name of the Grantor in perpetuity to hold and help fulfill the goals of Grantor's park or open space plan, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as "Conservation Easement").

1. Purpose. It is the purpose of this Deed of Conservation Easement to assure that the Property will be retained forever partially in its natural, undeveloped, scenic and open space condition, with active recreation uses allowed on a portion of the Property as hereinafter provided, except as hereinafter provided, for, among other things, to prevent any use of the Property that will significantly impair or interfere with any of the Conservation Values of the Property.

2. Rights of Grantee. To accomplish the purpose(s) of this Deed of Conservation Easement the following rights are conveyed to Grantee:

(a) All development rights for the Property, except as otherwise reserved and provided in Paragraphs 3 and 4 below, that are now or hereafter inherent in the Property. The parties agree that such rights are terminated and extinguished, and may not be used on or transmitted to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property;

(b) To preserve and protect the Conservation Values of the Property;

(c) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Deed of Conservation easement; provided, however, that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property as long as such use does not interfere with the Conservation Values;

(d) To prevent any activity on or use of the Property that is inconsistent with the purpose(s) of this Deed of Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, all pursuant to Paragraph 6 below.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose(s) of this Deed of Conservation Easement is prohibited by Grantor and Grantee. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited:

(a) The legal or *de facto* subdivision of the Property.

(b) Any commercial, agricultural, or industrial use of or activity on the Property other than those uses already in existence at the time of the execution of this Deed of Conservation Easement.

(c) The placement or construction of any buildings, structures, or other improvements of any kind other than walking trails and related benches and picnic tables (including covered benches and tables), parking, signage, fencing, active recreation areas such as ballfields, playfields, playgrounds, tennis courts, volleyball courts, basketball courts, shuffleboard courts, horseshoe areas, mountain bike trails (the precise location and construction of such must be specifically approved by Grantee), and parking lots for such active recreation uses (such uses hereinafter referred to as "Active Recreation Uses" and such areas hereinafter referred to as "Active Recreation Areas"), storage buildings associated with maintenance of the Active Recreation Areas of the Property in the areas or on the percentage of the Property identified on Exhibit C, and the like installed by Grantor, after first having reviewed said improvements with Grantee.

(d) Any alteration of the surface of the land including, without limitation, the excavation or removal of soil, sand, gravel, rock or sod except as permitted in 3(c) above or for the purposes of combating erosion or incidental to any conservation management activities otherwise permitted in this Conservation Easement.

(e) Except as permitted in 3(c) above, the pruning, cutting down, or other destruction or removal of live trees on the Property, except as necessary, in accordance with generally accepted forestry conservation practices to control or prevent hazard, disease, or fire on the Property, or to restore or enhance hydrology and protection of native plant species on the Property. This shall be done in accordance with a plan prepared in consultation with a registered professional forester or other conservation professional that is designed to protect the Conservation Values of the Property, including, without limitation, scenic and wildlife habitat values, and is to be approved by Grantee.

(f) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters, including, but not limited to, equestrian trails, mountain bikes or other off-road vehicular trails, except as permitted by paragraph 3(c) above or paragraph 4(a) below.

(g) Dumping or other disposal of wastes, refuse and debris on the Property.

(h) The above ground installation of water, sewer, fuel lines, power lines, tele-communications lines, cable television lines, and related facilities, and any underground installation of new utility systems or extensions of existing systems unless all disturbance is restored, except those necessary for activities described in Paragraph 3(c).

(i) Placement of any signs or billboards on the Property, excepting signs related to Conservation Values, whose placement, number, and design do not significantly diminish the scenic character of the Property and those necessary for activities described in Paragraph 3(c).

(j) The exploration for, or development and extraction of, minerals and hydrocarbons by any surface mining method or any other method that would impair or interfere with the Conservation Values of the Property.

(k) Motorized vehicles, including off-road vehicles, are prohibited on the Property, except as they are used for management/maintenance purposes, or on permitted roads and driveways providing access to structures, as outlined in Paragraphs 3 and 4.

(l) Public access to the Property through any access drives shall be controlled by a gate, such gate to be furnished and maintained by Grantor.

4. Reserved Rights. Grantor reserves to itself all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose(s) of this Deed of Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) Grantor shall be permitted to engage in and must permit the public to engage in passive recreational uses of the Property, including, without limitation, walking, hiking, fishing,

and animal or plant observation, so long as such uses are not inconsistent with the preservation of the Conservation Values and may permit the public to engage in Active Recreation Uses on the portion of the Property identified on Exhibit C. Grantor may control public access to the Property through rules and restrictions adopted by the Grantor, provided that such rules and restrictions are reasonably related to the use of the Property. Public access to the Property through any access drives that are not public roads shall be controlled by a gate.

(b) Grantor is permitted to construct active and passive outdoor recreational facilities and to allow public access thereto in a manner that minimizes the impact on the natural and hydrologic features of the land consistent with maintaining the Conservation Values of the Property.

(c) Grantor is permitted to develop and construct trails for active and passive recreational use on the Property. Only motorized vehicles that are used for management/maintenance purposes (or motorized wheelchairs or similar conveyances) are permitted on the trails.

(d) Grantor is permitted to develop and construct drives and parking lots on the portion of the Property identified on Exhibit C for the use of members of the public who wish to access the active and passive recreational facilities to be constructed on the Property.

(e) The right to sell, give, lease, or otherwise convey the Property subject to the terms of this Conservation Easement. Provided, however, should Grantor ever sell, give, lease, or otherwise convey the Property without the express written consent of the Grantee (which may be withheld in the Grantee's sole and absolute discretion), Grantor shall pay to Grantee the greater of (i) one-third of the sales price, (ii) the amount Grantee paid to Grantor to enable Grantor to gain title to the Property (one-third of the original purchase price), plus compound interest at a rate of 8 per cent per annum, or (iii) one-third of the then fair market value of the Property as determined by an MAI qualified appraiser selected by Grantee.

(f) The right to use the Property as security in a transaction covered by North Carolina General Statutes Section 160A-20, or similar transaction in a maximum amount of $2,000,000 for a term of 20 years.

(g) To engage in and permit the public to engage in other uses of the Property which are not specifically prohibited in Section 3 above, and do not threaten the Conservation Values of the Property.

(h) To grant utility easements as allowed by Section 3(h).

5. Notice of Intention to Undertake Certain Permitted Actions. Grantor shall notify Grantee in writing, and receive Grantee's written approval before undertaking or permitting any use of the Property as described under Paragraphs 4(b), 4(c) and 4(d) above. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in the above paragraphs, is to afford Grantee an opportunity to ensure that the activities in question are

designed and carried out in a manner consistent with the purpose(s) of this Conservation Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose(s) of this Conservation Easement.

5.1 Grantee's Approval. Where Grantee approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose(s) of this Conservation Easement.

5.2 Mediation. If a dispute arises between the parties concerning the consistency of any use, activity or action with the terms of this Deed of Conservation Easement, or dispute about whether Grantor is in violation of the terms of this Deed of Conservation Easement or whether any proposed action would constitute a violation, or any other manner of dispute involving this Deed of Conservation Easement, prior to referring such dispute to either arbitration, or bringing an action at law or equity as permitted by paragraph 6 below, the party intending to refer the matter to arbitration or to bring an action must attempt to settle the dispute by referring the dispute to mediation. Within thirty (30) days of the receipt of such a request, the parties shall select a single mediator to hear the matter. If the parties are unable to agree on the selection of a mediator, each party shall name one mediator and the two mediators thus selected shall select a third mediator. Provided, however, if either party fails to select a mediator, or if the two mediators selected by the parties fail to select the third mediator within thirty (30) days after the appointment of the second mediator, then in each such instance, a proper court, on the petition of a party, shall appoint the second or third mediator, or both, as the case may be. Grantee and Grantor agree, for themselves and their assigns, that they will enter into such non-binding mediation in good faith with intent to resolve the matter, if at all possible, through the process of mediation.

6. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Deed of Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Deed of Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within said period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may, after satisfying the mediation requirements of paragraph 5.2 above, bring an action at law or in equity to enforce the terms of this Deed of Conservation Easement, to enjoin the violation by temporary or permanent injunction or both, to require the restoration of the Property to the condition that existed prior to any such injury (to the extent practical), and if the violation was the result of an action taken by Grantor which Grantor knew was a violation of the terms of this Deed of Conservation Easement, to determine the diminution in value of the Property, prior to the restoration, including losses of scenic, aesthetic, or environmental values. Should the Court

determine that the violation was one taken by Grantor with the knowledge that it would be in violation of the terms of this Deed of Conservation Easement, and if the court should determine that the value of the Property has been diminished, Grantor may be ordered by the Court to apply the amount of the diminution in value of the Property to restoration of the Property to the condition that existed prior to the injury (to the extent practical), and if funds remain after such restoration, to another conservation project on Grantor's property to be selected by Grantor, with Grantee's approval, such approval not to be unreasonably withheld. The prevailing party shall be entitled to an award of reasonable attorney's fees and court costs.

6.1 Grantee's Discretion. Enforcement of the terms of this Deed of Conservation Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Deed of Conservation Easement or of any of Grantee's rights. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.2 Acts Beyond Grantor's Control. Nothing contained in this Deed of Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; and nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any act or event over which Grantor has no control.

7. Access. Grantor acknowledges and agrees Grantee shall be permitted to allow public access to the Property for the purpose of carrying out active and passive recreational or educational activities, and any other purpose related to the parties' primary effort to preserve and maintain the Property and offer an opportunity to educate the public as to the Conservation Values of the Property. However, Grantee assumes no responsibility for personal injury or property damage claims which may arise in the future related to or associated with the allowance of public access to the property.

8. Costs and Liabilities. Grantor retains all responsibility and shall bear all costs related to the ownership, use of, operation, upkeep, and maintenance of the Property including the maintenance of adequate comprehensive general liability insurance coverage, or an adequate self-insurance or risk retention program. Grantor shall keep the Property free of any and all liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9. Extinguishment. If circumstances arise in the future such as render the purpose(s) of this Deed of Conservation Easement impossible to accomplish, this Deed of Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be

determined, unless otherwise provided by North Carolina law at the time, in accordance with Paragraph 4(e). Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

10. Assignment. This Deed of Conservation Easement and other rights and interests hereunder are transferable by Grantee, but Grantee may assign its rights and obligations hereunder only to an organization that is a qualified organization at the time of the transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements under the Historic Preservation and Conservation Agreements Act as set forth under NCGS Section 121-34, et seq., or any successor provision thereto. As a condition of such transfer, Grantee shall require that the conservation purposes intended to be advanced hereunder shall be continued to be carried out.

11. Subsequent Transfers. Grantor agrees to incorporate the terms of this Deed of Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least sixty (60) days prior to the date of such transfer. The failure to perform any act required by this provision shall not impair the validity of this Deed of Conservation Easement or limit its enforceability in any way.

12. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Town of Davidson
Town Manager
Post Office Box 579
Davidson, North Carolina 28036

To Grantee: Mecklenburg County
County Manager
Post Office Box 31787
Charlotte, North Carolina 28231-1787

or to such other address as either party from time to time shall designate by written notice to the other.

13. Recordation. Grantee shall record this instrument in the office of the Register of Deeds for Mecklenburg County, North Carolina, and may re-record it at any time as may be required to preserve its rights in the Easement.

14. General Provisions.

(a) Controlling Law. The interpretation and performance of this Deed of Conservation

Easement shall be governed by the laws of the State of North Carolina.

(b) Severability. If any provision of this Deed of Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) 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, all of which are merged herein.

(d) Amendment. If circumstances arise under which an amendment to or modification of this Deed of Conservation Easement would be appropriate, Grantor and Grantee may amend this Deed of Conservation Easement provided that no amendment shall be allowed that will affect the qualification of this Deed of Conservation Easement or the status of Grantee under any applicable laws, including N.C.G.S. 121-34 or any succeeding statute, and any amendment shall be consistent with the purpose(s) of this Deed of Conservation Easement and shall not affect its perpetual duration. Any such amendment or modification must be executed by both Grantor and Grantee and shall be recorded in the Public Registry of Mecklenburg County.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions and restrictions of this Deed of Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Deed of Conservation Easement shall terminate upon the transfer of the party's interest in the Easement or Property to a party assuming its obligations hereunder, except that liability for acts or omissions occurring prior to transfer shall survive transfer, but this Easement shall not be affected by such transfer, the transferee having the rights and obligations of the transferring party.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) Merger. The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

(k) Acceptance and Effective Date. As attested by the signature of its authorized representative affixed hereto, the Grantee herby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective the date recorded in the Mecklenburg County Registry of Deeds.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS THEREOF, the parties hereto have subscribed their names as of the day and year first above written, all with authority duly given.

GRANTOR:

Town of Davidson

By: _____
Town Manager

GRANTEE:

Mecklenburg County

By: _____
County Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that **Leamon Brice** personally appeared before me this day and acknowledged that he is Town Manager for the Town of Davidson, a political subdivision 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.

WITNESS my hand and official stamp or seal, this the 30 day of December, 2002.

Pamela S. Mullis
Notary Public
My Commission Expires: May 23, 2003

PAMELA S. MULLIS NOTARY PUBLIC MECKLENBURG CO., NC

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that **Harry L. Jones, Sr.** personally appeared before me this day and acknowledged that he is County Manager for Mecklenburg County, a political subdivision of the State of North Carolina, and that by authority duly given and as an act of Mecklenburg County, the foregoing instrument was signed in its name.

WITNESS my hand and official stamp or seal, this the 4th day of November, 2002.

Carolyn H. Bailey
Notary Public
My Commission Expires: September 19, 2003

CAROLYN H. BAILEY NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

EXHIBIT A

Lying and being in Deweese Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point in the center line of Shearer Road (S.R. 2418), said Beginning Point being located S. 21-12-26 E. 23.01 feet from the point of intersection of the center lines of said Shearer Road and Fisher Road (S.R. 2419); thence from the Beginning Point so established, S. 45-26-15 W. 579.19 feet to a point, said point being near the southerly right-of-way of said Fisher Road; thence with the line of the property of Craig M. Roseman (now or formerly) as his property is described in Deed recorded in Book 5593, at Page 772 of the Mecklenburg Public Registry S. 9-20-46 E. 21.61 feet to a #5 rebar, thence six (6) new lines as follows: 1. S. 40-53-34 W. 132.02 feet to a #5 rebar; 2. S. 37-47-05 W. 136.96 feet to a #5 rebar; 3. S. 01-10-35 W. 514.87 feet to a 24" Poplar; 4. S. 14-44-25 W. 250.16 feet to a stump; 5. S 76-33-08 E 261.39 feet to a 30" Sweetgum; and 6. N. 65-01-29 E. 305.24 feet to a #5 rebar in the line of Roseman aforesaid; thence with Roseman's line S. 50-13-21 E. 548.16 feet to a point in the line of the property of James F. Ritchie (now or formerly) as his property is described in Deed recorded in Book 4754, at Page 138 of the Mecklenburg Public Registry, this point also being in the corner of the property of Craig M. Roseman as described in the aforesaid Deed; thence with the line of James F. Ritchie as described in the aforesaid Deed, S. 12-53-17 W. 70.00 feet to an old axle, this point also being a common corner of the property of James F. Ritchie as described in the aforesaid Deed and the property of William H. Ritchie (now or formerly) as his property is described in Deed recorded in Book 4754, at Page 142 of the Mecklenburg Registry; thence with two lines of the property of William H. Ritchie as described in the aforesaid Deed as follows: (1) S. 12-53-17 W. 439.84 feet to a three-inch pipe set in walnut stump hole; and (2) S. 41-49-34 W. 948.27 feet to a nail in fence post in pine stump hole, this point also being S. 13-51-24 W. 1,244.26 feet from the southeasterly corner of the aforesaid property of Daniel B. Fisher as described in Deed Book 2316, at Page 420 of the Mecklenburg Public Registry; thence S. 16-36-44 E. 1,654.73 feet to a cedar stump in a westerly line of the property of Alan J. Grunsky (now or formerly) as his property is described in Deed recorded in Book 4854, at Page 644 of the Mecklenburg Registry; thence with a line of the Allen J. Grunsky property as described in the aforesaid Deed, S. 35-27-55 W. 101.99 feet to a point, this point being in the common corner of the property of Allen J. Grunsky and the property of Blanche D. Hunt (now or formerly) as her property is described in Deed recorded in Book 5589, at Page 791 of the Mecklenburg Registry; thence with a line of the property of Blanche D. Hunt as described in the aforesaid Deed, S. 33-00-53 W. 555.97 feet to a point, said point being in the common corner of the Blanche D. Hunt property as described in the aforesaid Deed, the property of Brockway (now or formerly) as described in a Deed recorded in Book 4086, at Page 780 of the Mecklenburg Registry, and the property of Puckett (now or formerly) as described in Deed recorded in Book 4418, at Page 759 of said Mecklenburg Registry; thence with three lines of the Puckett property as described in the aforesaid Deed as follows: (1) N. 39-20-24 W. 268.49 feet to a point; (2) N. 47-19-38 W. 870.03 feet to a point; and (3) S. 23-44-55 W. 162.00 feet to a point in the

center line of West Fork Rocky River; thence in a northerly direction with the center line of West Fork Rocky River and with lines of the property of Hugh Barger (now or formerly) as his property is described in Deed recorded in Book 2952, at Page 489 of the Mecklenburg Public Registry, in five calls and distances as follows: (1) N. 32-53-02 W. 573.95 feet to a point; (2) N. 28-37-26 W. 625.40 feet to a point; (3) N. 29-05-36 W. 675.68 feet to a point; (4) N. 19-37-29 W. 901.41 feet to a point; and (5) N. 18-57-47 W. 679.55 feet to a point, said point being in a common corner of the property of John A. Tate (now or formerly) as his property is described in Deed recorded in Book 3664, at Page 949 of the Mecklenburg Public Registry and the property of Melvin Graham (now or formerly) as his property is described in Deed recorded in Book 5931, at Page 677 of said Mecklenburg Registry; thence with two lines of the property of Melvin Graham as described in the aforesaid Deed as follows: (1) N. 89-36-55 E. 443.06 feet to a black oak; and (2) N. 24-00-00 W. 828.59 feet to a point, said point being in the southwesterly corner of the property of Kenn Vitek (now or formerly) as his property is described in Deed recorded in Book 3700, at Page 843 of the Mecklenburg Public Registry; thence with two of the southerly lines of the Kenn Vitek property as described in the aforesaid Deed as follows: (1) N. 69-29-38 E. 1,226.64 feet to a point; and (2) N. 66-53-02 E. 383.79 feet to a point, said point being within a Duke Power right-of-way; thence a new line S. 39-32-59 E. 35.08 feet to a point, said point being in the northwesterly corner of the property of Daniel B. Fisher, Jr. (now or formerly) as his property is described in Deed recorded in Book 4066, at Page 665 of the Mecklenburg Public Registry; thence with five lines of the property of Daniel B. Fisher, Jr. as described in the aforesaid Deed as follows: (1) S. 39-32-59 E. 52.57 feet to a point; (2) N. 87-18-01 E. 253.14 feet to a point; (3) N. 68-03-01 E. 184.05 feet to a point; (4) N. 45-55-01 E. 449.98 feet to a point; and (5) N. 23-10-59 W. 15.00 feet to a point; thence N. 23-10-59 W. 0.11 feet to a point, this point being the original northerly boundary line of the property of the Grantor herein; thence with said original northerly boundary line, N. 66-53-02 E. 219.82 feet to a point in the center line of said Shearer Road; thence following two calls and distances running from the center line of said Shearer Road to the easterly margin thereof: (1) N. 66-53-02 E. 20.35 feet; and (2) S. 55-51-42 E. 15.20 feet to a point in the easterly margin of said Shearer Road; thence with the easterly margin of said Shearer Road, and in a southerly direction in nine calls and distances as follows: (1) S. 4-38-42 W. 77.55 feet; (2) S. 00-11-45 E. 65.0 feet; (3) S. 3-37-00 E. 57.55 feet; (4) S. 6-12-43 E. 60.11 feet; (5) S. 8-42-15 E. 60.89 feet: (6) S. 12-20-29 E. 61.42 feet; (7) S. 15-33-34 E. 58.52 feet; (8) S. 18-14-57 E. 54.60 feet; and (9) S. 21-12-26 E. 9.29 feet; thence from the easterly margin of said Shearer Road and on an angle to the center line thereof, S. 45-26-15 W. 32.68 feet to the point and place of BEGINNING; and containing 200.40 acres as shown on a boundary survey for John G. Fisher, Jr. and Daniel B. Fisher, by Richard Boyd Brooks, R.L.S., dated September 18, 1990, and a boundary survey of a 6.00 acre parcel prepared by Rufus Love, to which surveys further reference is hereby made.

Such property being the property described in a deed from John G. Fisher, Jr. and wife, Hattie W. Fisher; and Daniel B. Fisher and wife, Eileen F. Fisher, Grantors, to the Town of Davidson, dated December 23, 2002 and recorded in the Mecklenburg Public Registry.

Exhibit B

"Baseline Report/Fisher Farm-Town of Davidson/Conservation Easement" dated November 12, 2002 prepared by Steven H. Law, Donald W. Seriff, and Sudie E. Daves is on file in the offices of the Town of Davidson and the Mecklenburg County Park and Recreation Department.

Exhibit C

Preservation Zone #1:
Preservation Zone #1 encompasses Forest Stand #3, #6 and the 100-foot SWIM buffer along the West Branch of the Rocky River. This Zone is to remain in a natural state with minimal development permitted to accommodate passive recreation purposes. Development is limited to: natural-surface pedestrian footpaths (2 feet to 6 feet in width) and interpretive markers.

If future land acquisition on the west side of the West Branch permits expansion of this park site, a single road crossing (from Development Zone #1) and pedestrian crossing of the West Branch of the Rocky River shall be permitted in accordance with SWIM buffer regulations.

Preservation Zone #2:
Preservation Zone #2 encompasses the field/pasture located north of Fisher Road and east of the transmission line right-of-way. This Zone is to remain undisturbed, with the exception of a facility sign, to preserve the rural viewshed from Shearer Road. No new development is permitted in this area. The existing gravel driveway leading to the adjacent landowner's property may be maintained or resurfaced, however, the driveway width is not to be increased.

Preservation Zone #3:
Preservation Zone #3 encompasses the 100-foot SWIM buffer along the tributary leading to the West Branch of the Rocky River. This Zone is to remain as a natural riparian corridor or it may be developed into a lake/pond amenity if permitted by watershed regulations. In either case, a single road crossing and pedestrian crossing of the tributary shall be allowed in accordance with SWIM buffer regulations.

Preservation Zone #4:
Preservation Zone #4 encompasses Forest Stand #5. This Zone is to remain in a natural state with minimal development permitted to accommodate passive and/or active recreation purposes. Development is limited to: natural-surface pedestrian footpaths with interpretive markers and/or natural-surface mountain bike trails. Footpaths and trails shall not exceed 6 feet in width.

Development Zone #1:
Development Zone #1 encompasses those areas of the property not encompassed in the Preservation Zones. Development of active recreational facilities and park amenities is permitted in this Zone.

Development Zone #1 and Preservation Zones #s1, 2, 3 and 4 are as shown on "Baseline Report/Fisher Farm-Town of Davidson/Conservation Easement" dated November 12, 2002 prepared by Steven H. Law, Donald W. Seriff, and Sudie E. Daves which is on file in the offices of the Town of Davidson and the Mecklenburg County Park and Recreation Department.

The maximum area of the Property described in Exhibit A that can be used for active recreation is fifty percent (50%). All such active recreation shall be either in Development Zone #1, or on the mountain bike trails that may be developed within Preservation Zone #4. The active recreation area for mountain bike trails shall be computed as the number of linear feet of the trail(s) times ten (10) feet, even though mountain bike trails shall not be constructed or maintained wider than six (6) feet.

JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

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Filed For Registration:	**12/30/2002 03:59 PM**
Book:	**RE 14620 Page: 756-772**
Document No.:	**2002259978**
	ESMT 17 PGS $59.00
Recorder:	**MAXINE HAITH**

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State of North Carolina, County of Mecklenburg

The foregoing certificate of PAMELA S. MULLIS , CAROLYN H BAILEY Notaries are certified to be correct. This 30TH of December 2002

JUDITH A. GIBSON, REGISTER OF DEEDS By: Maxine L. Haith
Deputy/Assistant Register of Deeds

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