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UNION COUNTY, NC
CRYSTAL CRUMP
REGISTER OF DEEDS

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BOOK	05239
START PAGE	0620
END PAGE	0626
INSTRUMENT #	35146
EXCISE TAX	$159.00

TAW

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $159.00

Parcel Identifier No. 05-186-001C Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: Grantee

This instrument was prepared by: Dana C. Hall

Brief description for the Index: 8.36 acres Maggie Robinson Road

THIS DEED made this 5th of November, 2009, by and between

GRANTOR	GRANTEE
CHARLES C. DAVIS (unmarried)	**STATE OF NORTH CAROLINA** **c/o State Property Office** **1321 Mail Service Center** **Raleigh, NC 27699-1321**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation 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, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, _____ Township, Union County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and made part hereof.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 487 page 480.

A map showing the above described property is recorded in Plat Cabinet L file 60.

{00054464.DOC}NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association - 1981

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

1. Taxes for the current and subsequent years and enforceable easements and restrictions of record.
2. See attached Exhibit "B" for Deed Restrictions.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____ (Entity Name)

Charles C Davis (SEAL)
CHARLES C. DAVIS

State of North Carolina - County of Mecklenburg

MARGARET E. PARKER NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

I, Margaret E. Parker, a Notary Public for said County and State, do hereby certify that CHARLES C. DAVIS, either being personally known to me or proven by satisfactory evidence (said evidence being driver's license), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein. Witness my hand and notary seal, this 5th day of November, 2009.

Margaret E Parker
Notary Public

My Commission Expires: 11-12-09

Margaret E. Parker
(Printed Name of Notary Public)

State of North Carolina, County of _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, either being personally known to me or proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and acknowledged that __he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that __he, as _____, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the corporation for the purposes stated therein. Witness my hand and Notarial stamp or seal, this ____ day of _____, 2007.

_____
Notary Public

My Commission Expires:_____

_____
(Printed Name of Notary Public)

State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____

_____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____

_____
Notary Public

The foregoing Certificate(s) of _____ 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 _____ County

By:_____ Deputy/Assistant - Register of Deeds

Exhibit A

Metes and bounds description of North Carolina Ecosystem Enhancement Conservation easement on property of Charles C. Davis in Jackson Township, Union County County, North Carolina.

Beginning at a new #5 Rebar with NCEEP Cap stamped #1, in the margin of the right of way of Maggie Robinson Road, S.R. # 1103, said point being S 55°44' 51" W – 14615.80' From NCGS Monument "NC 18 B" with Sate plane co-ordinates of N 4008652.5960, E 1474537.0920. From Said point of beginning the following courses and distances, N 06°44'06'W – 155.01' with the right of way of Maggie Robinson Road to a new # 5 Rebar and NCEEP cap Stamped #2; Thence N 73°59'41"E – 164.35' to a new #5 rebar and NCEEP cap stamped #3; Thence N 19°24'20" W 144.38' to a new #5 rebar with a NCEEP cap stamped #4; Thence N 79°55'11" E – 300.72' to a new #5 rebar and NCEEP cap Stamped #6, (passing a #5 Rebar and Cap @ station 1+70.38' stamped #5); Thence N 04°30'05" E – 412.95' to a new #5 rebar and NCEEP cap stamped #8, in the line of Charles C. Davis and Harry K. Aosoyagi, (passing over a new #5 rebar and cap stamped #7 @ Station 2+05.71); Thence with the line of Aoyagi, S 86°34'36"E – 683.62' to a point in the center of Waxhaw Creek, Passing new #5 rebar and cap @ station 1+29.48', stamped # 9, and station 3+05.20 stamped #10, and station 4+98.87 stamped #11, and an existing rebar @ station 6+40.15, said existing iron pipe is set back 43.47' from said point in the center of Waxhaw Creek. Thence with the center of Waxhaw Creek the following courses and distances:

S 20°11'19"W - 22.46'
S 30°00'57"W - 44.76'
S 40°55'34"W – 45.28'
S 34°21'15"W – 49.08'
S 17°04'18"W – 47.18'
S 60°37'22" W – 26.41'
N 78°53'26"W – 29.71'
S 84° 38'44" W – 90.65'
S 76°50'34" W – 47.23'
S 64°13'22" W – 56.75'
S 60°10'50" W – 40.41'
S 59°28'07" W – 33.07'
S 35°52'26"W – 20.66'
S 36°30'08" W – 32.44'
S 17°06'52"W – 38.31'
S 05°17'44" W – 29.73'
S 14°12'34" W – 44.00'
S 00°47'38: W – 26.02'
S 13°11'26"W – 45.81'
S 24°18'07"W – 47.63'
S 15°06'28"E – 51.57'
S 59°23'01"W – 90.77'

N 34°28'48"W – 61.97'
N 69°59'41"W – 61.08'
N 74°18'33"W – 19.23'
S 57°21'32"W – 24.55'
S 24°40'10"W – 19.59'
S 17°28'58"E – 45.52'
S 11°48'47"E - 48.03'
S 19°42'02"W – 42.02'
S 81°54'22"W – 132.49'
N 69°31'16"W – 40.10'
N 57°57'34"W – 57.18'
S 88° 01'00"W – 31.93'
S 50° 24'54"W – 28.31'
S 39°40'14" W – 32.34'
S 26° 45'49" W – 32.94'
S 11°26'56"E – 41.91'
S 52°11'21" W – 24.58'
N 70°01'06"W – 74.08'
N 85°18'19"W – 55.86

To a point in the right of way of Maggie Robinson Road; Thence with the right of way line of Maggie Robinson Road N 06°44'06"W – 28.53' to the place and point of Beginning, containing 8.36 Acres More or less.

Conservation Easement surveyed by Landmark Surveying, Inc entitled "Final Plat, Conservation Easement for North Carolina Ecosystem Enhancement Program, Project Name: Waxhaw Creek Wetland, SPO File No.: 090-ZH, NCEEP Project No.: 92692, Property of Charles C. Davis" dated 08/06/2009 and recorded in the Union County, North Carolina Register of Deeds at Plat Cabinet L, File 60.

EXHIBIT B

DEED RESTRICTIONS
Waxhaw Creek Wetland
EEP Project No. 92692, Property of Charles C. Davis

The State of North Carolina has received funding from the N.C. Ecosystem Enhancement Program for acquisition of the Property as conveyed and described in this Deed. In consideration of this funding and the restoration project for the **Waxhaw Creek Wetland**, the State and related State Agencies recognize the following reserved uses and restricted activities over the Property, hereinafter identified as the ("**Restricted Area**"). The Restricted Area is specifically identified as an area totaling **8.36 acres** as shown on the plat of survey entitled **"FINAL PLAT, Conservation Easement For North Carolina Ecosystem Enhancement Program, Project Name: Waxhaw Creek Wetland SPO File No. 090-ZH, , NC EEP Project No. 92692, Property of Charles C. Davis." Dated 08/06/09** by Douglas R. Yarbrough, PLS Number 3395 and recorded in the Union County Register of Deeds at **Plat Book L, Page 60.**

The Restricted Area as defined is subject to the restrictions as recited below and will be forever conserved and managed in a manner that will improve and protect the quality of the waters of the **Waxhaw Creek Wetland** and otherwise promote the public purposes authorized under the provisions of N.C. General Statute § 143-214.8.

The purposes of these Deed Restrictions are to maintain, restore, enhance, create and preserve wetland and/or riparian resources within the Restricted 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 Restricted Area in its natural condition, consistent with these purposes; and to prevent any use of the Restricted Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

RESERVED USES AND RESTRICTED ACTIVITES

A. Motorized Vehicles. Usage of motorized vehicles in the Restricted Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads for the purposes recited above.

B. 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 Restricted Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Restricted Area is prohibited.

C. Industrial, Agricultural, Residential and Commercial Uses. All are prohibited in the Restricted Area.

D. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Restricted Area.

E. Roads and Trails. There shall be no new construction of roads, trails, walkways, or paving in the Easement Area. Existing roads or trails located in the Easement Area may be maintained in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Restricted Area. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

F. Signs. No signs shall be permitted in the Restricted Area except interpretive signs describing restoration activities and the conservation values of the Restricted Area, signs identifying the owner of the Property, signs giving directions, or signs prescribing rules and regulations for the use of the Restricted Area may be allowed.

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

H. Grading, Mineral Use, Excavation, Dredging. Unless related to approved restoration activities, there shall be no grading, filling, excavation, dredging, mining, or drilling within the Restricted Area.

I. Water Quality and Drainage Patterns. Unless related to approved restoration activities, 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 in the Restricted Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. Any 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 Restricted Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

J. Subdivision and Conveyance. No further subdivision, partitioning, or dividing of the Restricted Area is allowed.

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

L. Restoration Activities Are Permitted. Includes but not limited to 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 according to a restoration plan as provided, contracted, or managed by the N.C. Ecosystem Enhancement Program.

M. Permission to vary from the above restrictions may be granted for good cause shown, provided that any such request is consistent with the purposes of these Deed Restrictions. Permission and approval to vary must be obtained in writing from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.