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REGISTER OF DEEDS

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STATE OF NORTH CAROLINA
CONSERVATION EASEMENT
CHEROKEE COUNTY
SPO File Number 020-D
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, pursuant to the provisions of N.C. General Statutes Chapter 121, Article 4 and made this 14th day of December, 2009 by Nancy Ketner Contreras and Moises Contreras, ("**Grantor**"), whose mailing address is 459 County Road 135, Riceville, TN 37370 to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington

District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Cherokee County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 161.28 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1038 at Page 494** of the Cherokee County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of the Unnamed Tributary to Martin's Creek.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a described area of the Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tract of land identified as containing 15.63 acres as shown on a plat of survey entitled "UT to Martin's Creek (Contreras Site) SPO File Number: 020-D dated September 18, 2009, revised October 22, 2009, certified by Bentley Robison, PLS #L-4742 of Joel Johnson Land Surveying, Inc., and **recorded in Map Book** G **, Page** 88&89**,** Cherokee County Registry. The Conservation Easement being more particularly described in "Exhibit A" attached and incorporated hereinto.

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 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. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads.

B. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area.

E. Agricultural Use. All agricultural uses within the Easement Area including any use for cropland, waste lagoons, or pastureland are prohibited.

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

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area except as reserved in section O. Stream Crossings. Existing roads, crossings, or trails located in the Easement Area after the stream restoration construction is complete may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Area.

H. Signs. No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving

directions, or signs prescribing rules and regulations for the use of the Easement Area may be allowed.

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

J. **Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

K. **Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. **Subdivision and Conveyance.** Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying fee that is subject to this Easement is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee for the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future transfer of the fee simple shall be subject to this Conservation Easement. Any transfer of the fee is subject to the Grantee's right of unlimited and repeated ingress and egress 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.

O. **Stream Crossings.** The Grantor hereby reserves the right to cross the stream, with farm equipment or vehicles, at five (5) ford crossing areas, as depicted on the plat titled "UT to Martin's Creek (Contreras Site) SPO File Number: 020-D dated September 18, 2009, certified by Bentley Robison, PLS #L-4742 of Joel Johnson Land Surveying, Inc. Livestock shall be excluded from these crossings except when moving from one side of the conservation easement to the other and when under direct supervision of Grantor, successors or assigns. Grantor reserves the right to construct, maintain, and gain access to, at Grantor's expense, up to five (5) stream crossings, each being no greater than fifty (50) feet in width, and each of which shall conform to all applicable federal, state and local laws, rules and regulations, as permitted. Crossings shall be constructed across the conservation easement and the stream in a perpendicular manner, and in a manner that maintains water quality and minimizes disturbance.

All crossings shall be located in the areas depicted on the plat titled "UT to Martin's Creek (Contreras Site) SPO File Number: 020-D dated September 18, 2009, certified by Bentley Robison, PLS #L-4742 of Joel Johnson Land Surveying, Inc. Grantor shall obtain permission from EEP in writing upon initiation of the plan for each crossing. The width of each crossing plus the limits of disturbance for the construction of the crossings shall not exceed fifty (50) feet in width. Upon consultation and approval of EEP, and such approval not to be unreasonably withheld, said roads and crossings shall not be incompatible with, nor will the Grantor be in violation of, the terms of this conservation easement.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is consistent with the purposes of this Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

A. Ingress, Egress, and Inspection. The Grantee, its employees and agents, successors and assigns, receive the perpetual right of unlimited and repeated ingress and egress to the Easement Area over the Property at reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate

relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

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

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

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

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

V. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

B. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other address(es) as either party establishes in writing upon notification to the other.

C. Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Conservation Easement herein created.

D. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

E. This Conservation Easement may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

F. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Easement Area, and the right of quiet enjoyment of the Easement Area.

TO HAVE AND TO HOLD the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation Easement herein granted; that the same are free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

_____ (SEAL)
Nancy Ketner Contreras

_____ (SEAL)
Moises Contreras ,, Husband of Nancy Ketner Contreras

Tennessee
~~NORTH CAROLINA~~

COUNTY OF McMinn

I, S. Renee Bentley, a Notary Public in and for the County and State aforesaid, do hereby certify that Nancy Ketner Contreras and Moises Contreras, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 11th day of December, 2009.

S Renee Bentley
Notary Public

S. RENEE BENTLEY
Notary Public At Large
MCMINN COUNTY

My commission expires:

06/20/2011

Exhibit A

LEGAL DESCRIPTION
For a Conservation Easement Along a Portion of Martins Creek And it's Tributaries For the Contreras Property November 5, 2009

Said Easement located on Martins Creek off Crisp Road (NCSR 1576), Murphy Township, Cherokee County, North Carolina being a portion of the property recorded in Deed Book 1038, Page 494 and being more particularly described as follows:

COMMENCING from a 5/8" Rebar Set with Cap on the Contreras Property (Parcel 459001369006000) having NGS NAD 83 (NSRS 2007) coordinates North 505,438.987 feet, East 493,163.096 feet THENCE South 10 degrees 03 minutes 05 seconds East for a distance of 275.71 feet to a 5/8" Rebar Set with Cap having coordinates N = 505,167.505 feet; E = 493,211.217 feet THENCE South 12 degrees 44 minutes 00 seconds East for a distance of 29.33 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 1, N = 505,138.824 feet, E = 493,217.955 feet) the **TRUE POINT OF BEGINNING.**

THENCE from the **TRUE POINT OF BEGINNING** North 60 degrees 39 minutes 15 seconds East for a distance of 62.91 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 2) through a 50' wide crossing;

THENCE North 61 degrees 29 minutes 40 seconds East for a distance of 421.66 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 3);

THENCE North 61 degrees 03 minutes 30 seconds East for a distance of 42.86 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 4);

THENCE North 61 degrees 03 minutes 30 seconds East for a distance of 162.12 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 5);

THENCE North 06 degrees 50 minutes 05 seconds East for a distance of 76.96 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 6);

THENCE North 87 degrees 58 minutes 50 seconds East for a distance of 124.75 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 7);

THENCE North 58 degrees 52 minutes 40 seconds East for a distance of 25.43 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 8);

THENCE North 46 degrees 39 minutes 10 seconds West for a distance of 348.87 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 9) beginning point of 50' wide crossing;

THENCE North 39 degrees 38 minutes 15 seconds West for a distance of 20.69 feet to a point;

THENCE North 39 degrees 38 minutes 15 seconds West for a distance of 30.02 feet to a point;

THENCE North 39 degrees 38 minutes 15 seconds West for a distance of 7.91 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 10) ending point of 50' wide crossing;

THENCE North 57 degrees 56 minutes 55 seconds West for a distance of 81.11 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 11);

THENCE North 58 degrees 00 minutes 45 seconds West for a distance of 46.32 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 12);

THENCE North 50 degrees 01 minutes 40 seconds West for a distance of 234.45 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 13);

THENCE North 20 degrees 22 minutes 25 seconds West for a distance of 105.45 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 14);

THENCE South 75 degrees 34 minutes 35 seconds East for a distance of 111.64 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 15);

THENCE South 46 degrees 35 minutes 25 seconds East for a distance of 154.13 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 16);

THENCE South 46 degrees 37 minutes 50 seconds East for a distance of 53.47 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 17);

THENCE South 53 degrees 29 minutes 10 seconds East for a distance of 110.76 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 18);

THENCE South 40 degrees 42 minutes 40 seconds East for a distance of 81.03 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 19);

THENCE South 56 degrees 57 minutes 05 seconds East for a distance of 72.05 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 20) through a 50' wide crossing;

THENCE South 47 degrees 30 minutes 45 seconds East for a distance of 303.98 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 21);

THENCE North 29 degrees 10 minutes 10 seconds East for a distance of 208.42 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 22);

THENCE North 03 degrees 01 minutes 35 seconds East for a distance of 371.06 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 23);

THENCE North 04 degrees 45 minutes 45 seconds West for a distance of 68.48 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 24) through a 50' wide crossing;

THENCE North 09 degrees 07 minutes 30 seconds West for a distance of 192.73 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 25);

THENCE North 30 degrees 14 minutes 40 seconds East for a distance of 108.33 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 26);

THENCE North 46 degrees 17 minutes 05 seconds West for a distance of 112.62 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 27);

THENCE North 34 degrees 45 minutes 35 seconds West for a distance of 52.58 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 28) through a 50' wide crossing;

THENCE North 62 degrees 59 minutes 40 seconds West for a distance of 482.83 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 29);

THENCE North 62 degrees 58 minutes 40 seconds West for a distance of 44.43 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 30);

THENCE North 61 degrees 32 minutes 55 seconds West for a distance of 31.56 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 31);

THENCE North 45 degrees 40 minutes 10 seconds West for a distance of 153.56 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 32);

THENCE North 44 degrees 09 minutes 40 seconds East for a distance of 70.59 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 33);

THENCE South 70 degrees 52 minutes 45 seconds East for a distance of 96.78 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 34);

THENCE South 70 degrees 57 minutes 00 seconds East for a distance of 42.01 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 35);

THENCE South 70 degrees 55 minutes 40 seconds East for a distance of 92.65 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 36);

THENCE South 57 degrees 44 minutes 30 seconds East for a distance of 182.00 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 37);

THENCE South 52 degrees 33 minutes 30 seconds East for a distance of 232.99 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 38);

THENCE South 48 degrees 26 minutes 55 seconds East for a distance of 59.92 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 39);

THENCE South 47 degrees 31 minutes 20 seconds East for a distance of 50.19 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 40) through a 50' wide crossing;

THENCE South 46 degrees 12 minutes 45 seconds East for a distance of 130.61 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 41);

THENCE North 56 degrees 08 minutes 20 seconds East for a distance of 239.10 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 42) set on the bank of the creek;

THENCE to the centerline of the creek, South 47 degrees 19 minutes 15 seconds East for a distance of 55.24 feet to a point (Corner 43) in the creek and in the line of Phillips (Deed Book 1294, Page 106);

THENCE with the centerline of the creek and with the line of Phillips the following two courses North 73 degrees 03 minutes 35 seconds East for a distance of 10.77 feet to a point in the creek (Corner 44), South 52 degrees 41 minutes 25 seconds East for a distance of 18.83 feet to a point in the creek (Corner 45), said point being the common corner of Contreras, Phillips and Pickens (Deed Book 778, Page 29);

THENCE leaving the creek and with the line of Pickens South 14 degrees 33 minutes 45 seconds East for a distance of 13.02 feet to an iron found on the bank of the creek (Corner 46);

THENCE continuing with the line of Pickens South 14 degrees 33 minutes 45 seconds East for a distance of 59.75 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 47), said corner being further located North 14 degrees 33 minutes 45 seconds West for a distance of 30.43 feet from a ½" Rebar Found;

THENCE leaving the line of Phillips South 54 degrees 02 minutes 05 seconds West for a distance of 316.35 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 48);

THENCE South 02 degrees 05 minutes 50 seconds East for a distance of 64.49 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 49);

THENCE South 35 degrees 32 minutes 30 seconds East for a distance of 92.66 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 50);

THENCE South 08 degrees 07 minutes 20 seconds West for a distance of 149.83 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 51);

THENCE South 02 degrees 20 minutes 00 seconds West for a distance of 61.72 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 52) through a 50' wide crossing;

THENCE South 03 degrees 21 minutes 40 seconds West for a distance of 301.81 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 53);

THENCE South 30 degrees 43 minutes 35 seconds West for a distance of 312.48 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 54);

THENCE South 58 degrees 52 minutes 30 seconds West for a distance of 281.24 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 55);

THENCE South 61 degrees 03 minutes 45 seconds West for a distance of 218.80 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 56);

THENCE South 61 degrees 03 minutes 05 seconds West for a distance of 42.81 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 57);

THENCE South 61 degrees 31 minutes 50 seconds West for a distance of 472.36 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 58);

THENCE South 65 degrees 49 minutes 20 seconds West for a distance of 59.07 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 59) through a 50' wide crossing;

THENCE South 67 degrees 24 minutes 25 seconds West for a distance of 185.56 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 60);

THENCE South 09 degrees 29 minutes 05 seconds East for a distance of 60.23 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 61);

THENCE South 16 degrees 59 minutes 45 seconds East for a distance of 53.15 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 62) through a 50' wide crossing;

THENCE South 15 degrees 55 minutes 05 seconds East for a distance of 181.36 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 63);

THENCE South 01 degrees 57 minutes 20 seconds East for a distance of 263.46 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 64);

THENCE South 18 degrees 00 minutes 45 seconds West for a distance of 55.21 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 65);

THENCE South 41 degrees 12 minutes 30 seconds West for a distance of 177.64 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 66);

THENCE North 87 degrees 24 minutes 40 seconds West for a distance of 117.19 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 67);

THENCE North 55 degrees 09 minutes 55 seconds West for a distance of 71.88 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 68);

THENCE North 34 degrees 51 minutes 00 seconds East for a distance of 81.68 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 69);

THENCE North 46 degrees 34 minutes 50 seconds East for a distance of 199.62 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 70);

THENCE North 03 degrees 46 minutes 30 seconds West for a distance of 378.33 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 71);

THENCE North 10 degrees 28 minutes 35 seconds West for a distance of 51.38 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 72) through a 50' wide crossing;

THENCE North 10 degrees 21 minutes 50 seconds West for a distance of 14.74 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 73);

THENCE South 57 degrees 12 minutes 05 seconds West for a distance of 160.35 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 74);

THENCE South 81 degrees 32 minutes 40 seconds West for a distance of 99.45 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 75);

THENCE North 74 degrees 59 minutes 45 seconds West for a distance of 129.06 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 76) in the line of Crisp (Deed Book 817, Page 135);

THENCE with the line of Crisp North 07 degrees 39 minutes 10 seconds West for a distance of 116.26 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 77);

THENCE leaving the line of Crisp South 76 degrees 01 minutes 45 seconds East for a distance of 32.34 feet to a point;

THENCE South 76 degrees 01 minutes 45 seconds East for a distance of 118.72 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 78)

THENCE North 81 degrees 32 minutes 40 seconds East for a distance of 53.02 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 79);

THENCE North 57 degrees 01 minutes 45 seconds East for a distance of 200.08 feet to a 5/8" Rebar Set with Aluminum Cap (Corner 80);

THENCE North 61 degrees 00 minutes 30 seconds East for a distance of 311.16 feet to a Corner 1, the **POINT OF BEGINNING** and being all of that certain tract of land as shown on a plat of survey prepared for UT to Martin's Creek (Contreras Site) by Joel Johnson Land Surveying, Inc. dated September 18, 2009 Drawing Number 09051CE.

Said property is located within Cherokee County Land Records Property Identification Number 459001369006000 and contains 15.63 acres more or less.

Together with two Ingress/Egress Easements described by the following:

30' Wide Ingress/Egress Easement - West

COMMENCING from a 5/8" Rebar Set with Aluminum Cap Set (Conservation Easement Corner 77), the TRUE POINT OF BEGINNING for the Ingress/Egress Easement,

THENCE from the TRUE POINT OF BEGINNING North 08 degrees 02 minutes 50 seconds West for a distance of 334.43 feet and with the line of Crisp (Deed Book 171, Page 247) to a point in the Right-of-Way of Crisp Road (NCSR 1576), said point being located South 08 degrees 02 minutes 50 seconds East for a distance of 25.33 from a PK nail set in the centerline of Crisp Road and PK nail being further located South 08 degrees 02 minutes 50 seconds East for a distance of 30.12 feet from an Iron Found;

THENCE leaving the line of Crisp and running with the Right-of-Way of Crisp Road North 74 degrees 18 minutes 00 seconds East for a distance of 30.27 feet to a point;

THENCE leaving the Right-of-Way of Crisp Road South 08 degrees 02 minutes 50 seconds East for a distance of 350.58 feet to a point in the line of the Conservation Easement;

THENCE with the line of the Conservation Easement North 76 degrees 01 minutes 45 seconds West for a distance of 32.34 feet to the POINT OF BEGINNING;

This Ingress/Egress Easement contains 0.24 acres more or less.

30' Wide Ingress/Egress Easement - East

COMMENCING from a 5/8" Rebar Set with Aluminum Cap (Conservation Easement Corner 9), THENCE North 39 degrees 38 minutes 15 seconds West for a distance of 20.69 feet to a point in the line of the Conservation Easement, the TRUE POINT OF BEGINNING for the Ingress/Egress Easement,

THENCE from TRUE POINT OF BEGINNING South 52 degrees 21 minutes 55 seconds West for a distance of 291.94 feet to a point in the Right-of-Way of Crisp Road, said point being located North 78 degrees 23 minutes 55 seconds East for a distance of 34.18 feet from a PK nail set in the centerline of Crisp Road;

THENCE with the Right-of-Way of Crisp road the following two calls, North 24 degrees 43 minutes 55 seconds East for a distance of 30.56 feet to a point and North 15 degrees 40 minutes 50 seconds East for a distance of 26.49 feet to a point, said point being located North 41 degrees 37 minutes 05 seconds East for a distance of 80.44 feet from a PK nail set in the centerline of Crisp Road;

THENCE leaving the Right-of-Way of Crisp Road North 52 degrees 21 minutes 55 seconds East for a distance of 242.58 feet to a point in the Conservation Easement;

THENCE with the line of the conservation Easement South 39 degrees 38 minutes 15 seconds East for a distance of 30.02 feet to the POINT OF BEGINNING;

This Ingress/Egress Easement contains 0.18 acres more or less.

Property Subject to covenants, easements, right-of-ways and restrictions of record.

This 5th day of November, A.D., 2009.