2011005430
MCDOWELL CO, NC FEE $26.00
STATE OF NC REAL ESTATE EXTX
$318.00
PRESENTED & RECORDED:
12-02-2011 04:40:32 PM
JANE B MCGEE
REGISTER OF DEEDS
BY: LINDA C HARWOOD
DEPUTY REGISTER OF DEEDS
BK: CRP 1059
PG: 776-785

WHE

STATE OF NORTH CAROLINA
MCDOWELL COUNTY
$318.00
SPO File Number :059-AR
EEP Site ID :93875
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

CONSERVATION EASEMENT AND RIGHT OF ACCESS

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, pursuant to the provisions of N.C. General Statutes Chapter 121, Article 4 and made this 2 day of December, 2011, by Demming Company, LLC, James Lawton Haney, Jr., Manager/Member ("**Grantor**"), whose mailing address is 1932 Old Glenwood Rd. Marion, NC 28752 , 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 of 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

APPROVED BY CRA WATERSHED ADMINISTRATOR

Dept

12/2/11

APPROVED TO RECORD
TAX DEPARTMENT

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 and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; 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 recognized that the Ecosystem Enhancement Program was to provide for compensatory mitigation by effective restoration and protection of the land, water and natural resources of the State; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; 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 **Bracketts** Township, **McDowell** County, North Carolina (the "**Property**"), and being more particularly described in that certain deed dated March 10,2004 from James Lawton Haney, Jr.unmarried to Demming Company. A North Carolina Limited Liability Company recorded in **Deed Book 772 Page 600** of the **McDowell** 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 said Conservation Easement and Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of **Middle South Muddy 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 along with a general Right of Access.

The Conservation Easement Area (Easement Area) consists of the following:

Area A and Area B containing a total of **35.19 acres** as shown on the plats of survey entitled "Final Plat, Conservation Easement for North Carolina Ecosystem Enhancement Program, Project Name: Middle South Muddy Creek, SPO File No.059-AR, EEP Site No.93875 Property of Demminmg Company, LLC, James Lawton Haney, Manager-Member," dated 1/28/10-4/21/11 2011 by Brad Kee of Kee Mapping and Surveying,PLS Number C-3039 and recorded in the McDowell County, North Carolina Register of Deeds at **Plat Book** 20 **Pages** 90.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, 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 ACTIVITIES

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. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to 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.

B. Motorized Vehicle Use. Motorized vehicle use in the Easement Area is prohibited.

C. 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.

D. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, or vegetation that 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.

E. Industrial, Residential and Commercial Uses. All industrial, residential and commercial uses are prohibited in the Easement Area.

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

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

H. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area.

I. 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.

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

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials. Grantor reserves the right to hand pan for gold in the stream within the easement area. Any and all sluice boxes and digging are prohibited.

L. 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 in the Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Easement Area 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 on the Property.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying Property owned by the Grantor in fee simple ("fee") that is subject to this Easement is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee and the rights 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.

N. Development Rights. All development rights are permanently removed from the Easement Area and are non-transferrable.

O. 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 not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance 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 in 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. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

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 in the Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor-in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as 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 is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law 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 is 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 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, or damage to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, 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. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

D. 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 that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Conservation Easement herein created.

E. 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.

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if 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 owner of the Property shall notify the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property. Such notification shall be addressed to: Justin McCorkle, General Counsel, US Army Corps of Engineers, 69 Darlington Avenue, Wilmington, NC 28403

G. 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 is 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.

James Lawton Haney, Jr. (SEAL)
James Lawton Haney, Jr.
Member-Manager for Demming Company

NORTH CAROLINA
COUNTY OF McDowell

I, Fay B. Wright, a Notary Public in and for the County and State aforesaid, do hereby certify that James Lawton Haney, Jr., A Member-Manager for Demming Company, a North Carolina Limited Liability Company, 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 2nd day of Dec, 2011.

Fay B Wright
Notary Public Fay B. Wright

My commission expires:

2-8-2014

FAY B. WRIGHT NOTARY PUBLIC McDOWELL COUNTY, NC

EXHIBIT A

Name of project: Middle South Muddy Creek-Haney

Bracketts Township, McDowell County, North Carolina
Surveyor> Kee Mapping & Surveying, P.A. (828) 645-8275
Job Number> 101157-Middle South Muddy Haney
SPO File Number> 059-AR EEP Project ID> 93875 Date> May, 03 2011

Area A: 27.49 Acres

Beginning at corner 1, being a 3/4" iron rod; said iron rod being located S 86°11'46" E a distance of 215.51 feet from a 3/4" iron rod, being the southwestern corner of deed book: 921 page: 204. Thence with the boundary of the conservation easement area, the following courses and distances:
(1) S 86°11'46" E a distance of 950.15 feet to a 1.25" iron pipe (corner 2); passing a 3/4" iron rod at 414.43 feet.
(2) N 37°34'09" E a distance of 988.28 feet to a 3/4" iron rod (corner 3).
(3) N 00°33'48" E a distance of 115.30 feet to a 1.25" iron pipe (corner 4).
(4) N 02°16'53" E a distance of 386.47 feet to a 5/8" rebar set with EEP cap (corner 5).
(5) N 20°08'18" E a distance of 83.45 feet to a calculated point not set (corner 6).
(6) N 25°56'21" E a distance of 42.83 feet to a calculated point not set (corner 7).
(7) Then on a curve to the right with a radius of 750.00 feet, arc length of 324.00 feet, delta angle of 24°45'07", chord length of 321.49 feet, chord bearing of N 38°18'55" E to a 5/8" rebar set with EEP cap (corner 8).
(8) N 50°41'28" E a distance of 91.67 feet to a calculated point not set (corner 9).
(9) N 51°39'20" E a distance of 195.92 feet to a 5/8" rebar set with EEP cap (corner 10).
(10) S 85°21'22" E a distance of 473.98 feet to a metal U channel (corner 11); passing a 1.5" iron rod in rock pile at 296.29 feet.
(11) S 04°04'12" W a distance of 606.46 feet to a 1" iron pipe set with Kee cap in old painted stone pile (corner 12).
(12) S 84°49'07" E a distance of 36.08 feet to a 5/8" rebar set with EEP cap (corner 13). 2
13) S 09°53'48" E a distance of 342.02 feet to a 5/8" rebar set with EEP cap (corner 14).
(14) S 63°52'25" W a distance of 101.69 feet to a 5/8" rebar set with EEP cap (corner 15).
(15) N 15°16'21" W a distance of 743.42 feet to a 5/8" rebar set with EEP cap (corner 16).
(16) N 75°25'03" W a distance of 245.56 feet to a 5/8" rebar set with EEP cap (corner 17).
(17) S 58°15'11" W a distance of 322.88 feet to a 5/8" rebar set with EEP cap (corner 18).
(18) S 12°23'13" E a distance of 487.70 feet to a 5/8" rebar set with EEP cap (corner 19).
(19) S 20°50'06" W a distance of 763.21 feet to a 5/8" rebar set with EEP cap (corner 20).
(20) S 45°03'17" W a distance of 1124.60 feet to a 5/8" rebar set with EEP cap (corner 21).
(21) N 74°44'46" W a distance of 54.31 feet to a 5/8" rebar set with EEP cap (corner 22).
(22) N 41°13'10" W a distance of 166.18 feet to a 5/8" rebar set with EEP cap (corner 23).
(23) N 82°43'17" W a distance of 266.65 feet to a 5/8" rebar set with EEP cap (corner 24).
(24) N 09°34'39" W a distance of 234.99 feet to a 5/8" rebar set with EEP cap (corner 25).
(25) N 67°18'27" W a distance of 371.41 feet to a 5/8" rebar set with EEP cap (corner 26).
(26) N 05°12'05" E a distance of 85.08 feet to the point of beginning.

Area B: 7.70 Acres

Beginning at corner 27, being a 5/8" rebar set with EEP cap. Thence with the boundary of the conservation easement area the following courses and distances:
(1) S 82°43'17" E a distance of 253.45 feet to a 5/8" rebar set with EEP cap (corner 28).
(2) S 41°13'10" E a distance of 161.52 feet to a 5/8" rebar set with EEP cap (corner 29).
(3) S 74°44'46" E a distance of 72.38 feet to a 5/8" rebar set with EEP cap (corner 30).
(4) S 28°54'51" W a distance of 509.15 feet to a 5/8" rebar set with EEP cap (corner 31).
(5) N 71°02'57" W a distance of 218.64 feet to a 5/8" rebar set with EEP cap (corner 32).
(6) S 17°57'48" W a distance of 705.69 feet to a 5/8" rebar set with EEP cap (corner 33). 3
(7) N 85°43'57" W a distance of 65.26 feet to an iron rod on the west side of Muddy Creek near intersection of Marshall Spring Branch, said point being the northwest corner of deed book: 199 page: 617 (corner 34).
(8) N 28°35'23" W a distance of 4.59 feet to a calculated point not set in the center of Marshall Spring Branch (corner 35).
Thence with said branch the following courses and distances:
(9) S 81°19'10" W a distance of 42.55 feet to a calculated point not set (corner 36).
(10) N 63°12'07" W a distance of 19.98 feet to a calculated point not set (corner 37); said point being the northwest corner of deed book: 586 page: 840. Located S 85°52'52" E a distance of 762.47 feet from a metal stake, said point being the 6th corner of deed book: 92 page: 638.
(11) Thence, leaving Marshall Spring Branch, N 11°01'01" E a distance of 295.07 feet to a 5/8" rebar set with EEP cap (corner 39); passing a rebar set with EEP cap at a distance of 10.00 feet (corner 38).
(12) N 18°52'35" E a distance of 969.67 feet to the point of beginning.

Total Conservation Easement Area: 35.19 Acres

JANE B MCGEE
Register of Deeds

Mcdowell County
Register of Deeds

21 South Main Street, Suite A • Marion, NORTH CAROLINA 28752
Telephone 828-652-4727 • Fax 828-652-1537 • E-Mail jmcgeemcdowell@titlesearcher.com

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Filed For Registration: 12/02/2011 04:40:32 PM

Book: CRP 1059 Page: 776-785

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DEED 10 PGS 344.00

Recorder: LINDA C HARWOOD

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State of North Carolina, County of McDowell

Filed for registration and Duly Recorded this 2ND day of DECEMBER 2011.

JANE B MCGEE, REGISTER OF DEEDS

Linda C. Harwood

By:_____
DEPUTY REGISTER OF DEEDS

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DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.