2012001882
MCDOWELL CO, NC FEE $26.00
STATE OF NC REAL ESTATE EXTX
$4.00
PRESENTED & RECORDED:
04-27-2012 10:22:27 AM
JANE B MCGEE
REGISTER OF DEEDS
BY: LENA BAKER
DEPUTY REGISTER OF DEEDS
BK: CRP 1070
PG: 36-45

WHE

$4.00

STATE OF NORTH CAROLINA
McDowell COUNTY

CONSERVATION EASEMENT AND RIGHT OF ACCESS

SPO File Numbe: 059-AT
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

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 27 day of April, 2012, by **Earl B. Sprouse and Iva A. Sprouse**, ("**Grantor**"), whose mailing address is 827 Brackett Town Road, Nebo, NC 28761, 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

2/27/12
APPROVED TO RECORD
TAX DEPARTMENT

CRA

101

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 Brackett Township, McDowell County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 3.67 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 557 at Page 484** 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 Easement and Access Rights. 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 Easement Area consists of the following:

Area D .42 acres containing a total of **.42 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-AT, EEP Site No.93875, Property of Earl B. Sprouse and wife Iva A. Sprouse " dated May 15, 2011 and September 11, 2011 by Brad Kee, Kee Mapping and Surveying PLS Number C-3039 and recorded in the McDowell County, North Carolina Register of Deeds at **Plat Book 21 Pages 34.**

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 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.

B. Usage of motorized vehicles 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 may be allowed.

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.

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 ~~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.

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.

Earl B. Sprouse (SEAL)
Earl B. Sprouse

Iva A. Sprouse (SEAL)
Iva A. Sprouse (wife)

NORTH CAROLINA
COUNTY OF McDowell

I, Fay B. Wright, a Notary Public in and for the County and State aforesaid, do hereby certify that Earl B. Sprouse and wife Iva A. Sprouse 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 27th day of April, 2012.

Fay B. Wright
Notary Public

My commission expires:

2-8-2014

FAY B. WRIGHT
NOTARY
PUBLIC
McDOWELL COUNTY, NC

Exhibit A

Middle South Muddy Creek

Bracketts Township, McDowell County, North Carolina

Surveyor> Kee Mapping & Surveying, P.A. (828) 645-8275 Job Number>110652

SPO File Number> 059-AT EEP Project ID>93875

Date>March 21, 2012

Area D: .42 Acres

Beginning at corner 20 of Area C as described above, being an existing 1" iron rod. Thence with the boundary of the conservation easement the following courses and distances.

(1) N 83°27'10" W a distance of 73.82 feet to a calculated point (not set) (corner 21).

(2) N 51°54'08" W a distance of 74.52 feet to a calculated point (not set) (corner 22).

(3) N 77°47'05" W a distance of 54.72 feet to a calculated point (not set) (corner 23).

(4) N 70°32'04" W a distance of 86.33 feet to a calculated point (not set) (corner 24).

(5) N 67°33'36" W a distance of 41.05 feet to an existing 3/4" iron rod (corner 25).

(6) S 00°43'03" W a distance of 68.12 feet to a 5/8" rebar set with EEP cap (corner 26).

(7) S 70°51'05" E a distance of 300.44 feet to a 5/8" rebar set with EEP cap (corner 28).

(8) N 21°12'55" E a distance of 60.34 feet to the point of beginning.

Total Conservation Easement Area: .42 Acres

Access Area:

Together with an existing 20' wide road right of way as described in Deed Book 385 Page 406 in the McDowell County Registry for ingress, egress and regress over the existing gravel drive from State Road #1780 (Brackett Town Road) to the conservation easement areas as shown on a plat of survey prepared by Kee Mapping and Surveying, PA; Entitled: "The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program"; Dated: May 15, 2011-September 26, 2011; Job Number: 110652.

2012001883
MCDOWELL CO, NC FEE $26.00
PRESENTED & RECORDED
04-27-2012 10:22:28 AM
JANE B MCGEE
REGISTER OF DEEDS
BY: LENA BAKER
DEPUTY REGISTER OF DEEDS

BK: CRP 1070
PG: 46-46

WHE

REQUEST FOR NOTICE OF ANY PROPERTY TRANSFERS CONSERVATION EASEMENT NOTIFICATION STATE OF NORTH CAROLINA

Parcel ID # 1637-13-0051, SPO# 059-AT, Project ID # 93875

NORTH CAROLINA
Alleghany COUNTY

Tax ID/Parcel/PIN:
1637.00-13-0051

Prepared By and After Recording Mail to: N.C. Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1652

In accordance with Section V, Item C provisions of that **CONSERVATION EASEMENT** as executed by **Earl B. Sprouse and Iva A. Sprouse** as Grantor, and conveyed to The State of North Carolina as Grantee, and recorded at Deed Book 1070, Page 36 and Map Book 21, Page 34 of the McDowell County Register of Deeds Office, request is hereby made that notice be given to State Property Office of any transfer of any portion of the Property as restricted by said **CONSERVATION EASEMENT** by the aforementioned Grantor, and any and all transfers of said Property subsequently made by any successors in interest to said Grantor. Notice of transfer, along with a copy of the recorded instrument of conveyance, is requested to be given in writing at the following address: N.C. Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1652

Attn: Ecosystem Enhancement Program
Requested by: _____
Blane Rice
Title: Manager : Ecosystem Enhancement Program

_____ (seal)

NORTH CAROLINA

Wake COUNTY

I, the undersigned, a Notary Public of the aforesaid county and state do hereby certify that before me this day personally appeared Blane Rice, Manager of Ecosytem Enhancement Program, and after being first duly sworn, acknowledged the due execution of the foregoing and annexed instrument for the purposes and intents therein expressed. Witness my hand and official seal or stamp, this the 17th day of April 2012.

_____ My Commission Expires: 8/10/2014

Notary Public

Stamp/Seal

MARION B. PATRICK
NOTARY PUBLIC
WAKE COUNTY, N.C.

Book 21 Page 34

FINAL PLAT OF
A CONSERVATION EASEMENT SURVEY FOR:
THE STATE OF NORTH CAROLINA, NC DEPARTMENT OF ADMINISTRATION, ECOSYSTEM ENHANCEMENT PROGRAM,
MIDDLE SOUTH MUDDY CREEK

SPO FILE NUMBER: 059-AO, 059-AN, & 059-AT
EEP PROJECT ID: 93875

CURRENT OWNERS LISTED AS:
LARRY L. SPROUSE
NORA S WORTHEN AND HUSBAND RICHARD D. WORTHEN
EARL B. SPROUSE AND WIFE, IVA, A. SPROUSE

PARCEL IDENTIFICATION NUMBER'S:
1637-00-13-2331, 1637-00-03-3441, & 1637-00-13-0051
DEED REFERENCES:
DB: 185 PG: 517, DB: 618 PG: 732, & DB: 385 PG: 406
BRACKETTS TOWNSHIP, MCDOWELL COUNTY, NORTH CAROLINA

SURVEY BY: RIP,RMT,NH,KJ, DRAWN BY: PBK SCALE: 1"=100'
SURVEY DATES: 05/15/11-09/26/11 JOB #110652-SPROUSE

Kee MAPPING & SURVEYING
P.O. Box 2566
Asheville, NC 28802
(828) 645-8275
www.keemap.com
License # C-3039

2012001365
MCDOWELL CO, NC FEE $21.00
03-29-2012 11:44:54 AM
BK: PL 21
PG: 34-34

TOTAL CONSERVATION EASEMENT AREA = 5.87 ACRES

THIS PLAT DOES NOT CREATE A SUBDIVISION OF PROPERTY IN MCDOWELL COUNTY. THE PURPOSE OF THIS SURVEY IS TO IDENTIFY THE CONSERVATION EASEMENT AREAS ONLY. NO TRANSFER OF PROPERTY IS TAKING PLACE.

CONSERVATION EASEMENT ACCESS:

CONSERVATION EASEMENT AREAS TO BE ACCESSED FROM EXISTING ROADS AS SHOWN ON PLAT.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON. I ALSO HEREBY ACCEPT AND ADOPT THIS RECORD PLAT AND CONSERVATION EASEMENT WITH MY FREE CONSENT AND DEDICATED ALL EASEMENTS, RIGHT OF WAYS AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED ON SAID PLAT.

Larry L. Sprouse 2-11-12
LARRY L. SPROUSE DATE

Nora S. Worthen 2-11-12
NORA S. WORTHEN DATE

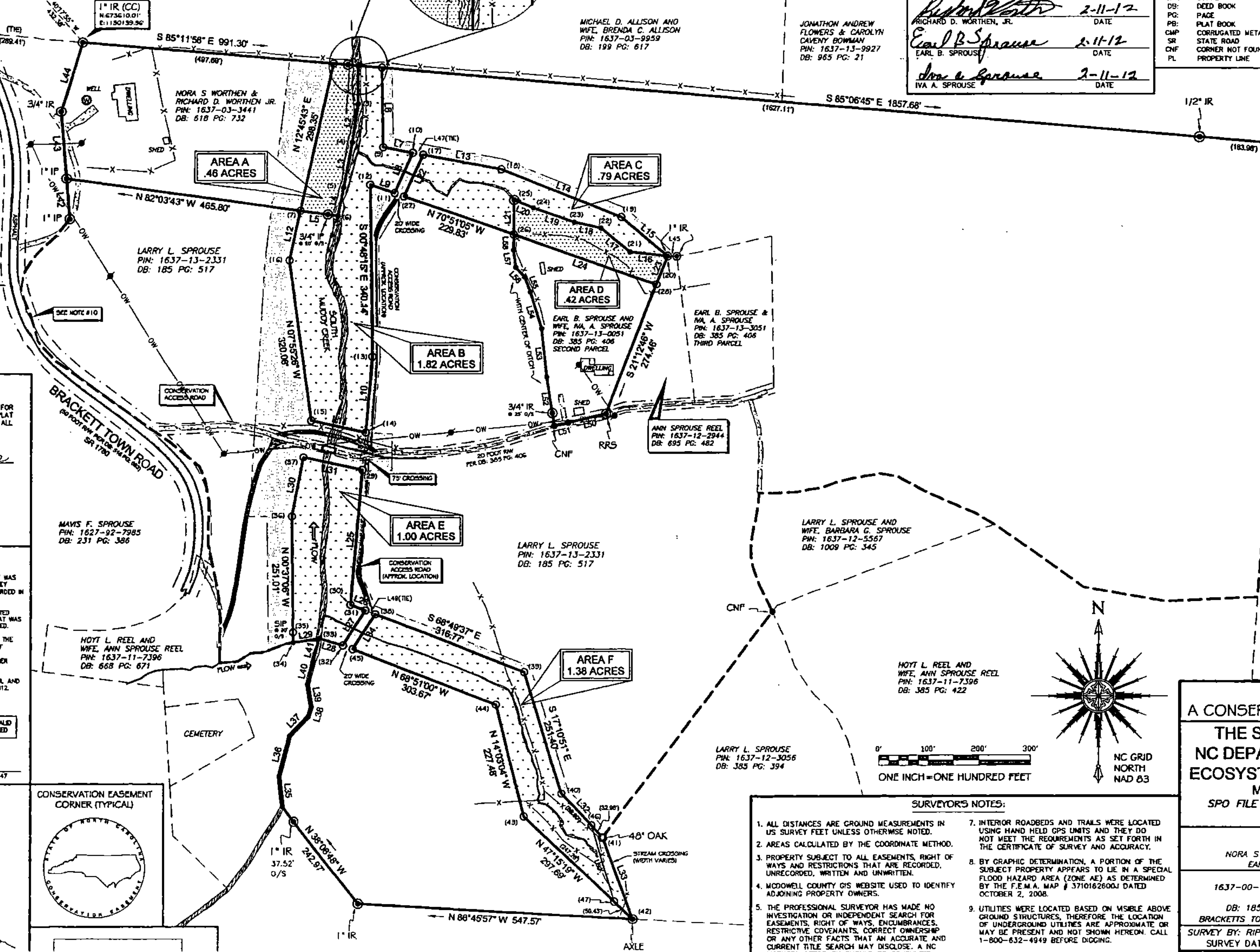
Richard D. Worthen 2-11-12
RICHARD D. WORTHEN, JR. DATE

Earl B. Sprouse 2-11-12
EARL B. SPROUSE DATE

Iva A. Sprouse 2-11-12
IVA A. SPROUSE DATE

LEGEND:

Symbol	Meaning	Line	Meaning
●	CALCULATED POINT (NOT SET)	———	BOUNDARY LINE
◉	EXISTING IRON PIN (3/4" IR UNLESS OTHERWISE STATED)	— — —	BOUNDARY LINE NOT SURVEYED
○	CONSERVATION EASEMENT CORNER (#5 REBAR WITH EEP CAP SET)	- - - -	TIE LINE ONLY
	NCGS MONUMENT	- - - -	ADJOINING DEED LINES
	UTILITY POLE	———	RIGHT OF WAY (R/W)
	NOT TO SCALE (NTS)	—x—	FENCE LINE
IP	IRON PIPE	—OW—	OVERHEAD WIRE
IR	IRON ROD	—I—	UNDERGROUND TELEPHONE (APPROX.)
RRS	RAILROAD SPIKE		STREAM
CC	CONTROL CORNER		CONSERVATION EASEMENT AREA
CNR	CORNER		TEMPORARY CONSTRUCTION EASEMENT
DB:	DEED BOOK		GRAVEL
PG:	PAGE		SOIL ROADBED
PB:	PLAT BOOK	NCGS	NORTH CAROLINA GEODETIC SURVEY
CMP	CORRUGATED METAL PIPE	N.A.D.	NORTH AMERICAN DATUM 1983
SR	STATE ROAD	SPC	STATE PLANE COORDINATES
CNF	CORNER NOT FOUND	POB	POINT OF BEGINNING
PL	PROPERTY LINE	O/S	OFFSET



LINE	BEARING	DISTANCE
L1	S 00°12'30" W	75.44'
L2	S 07°59'11" W	77.85'
L3	S 10°56'55" W	89.61'
L4	S 10°53'17" W	57.89'
L5	N 82°03'43" W	75.19'
L6	S 00°58'15" E	158.00'
L7	S 79°33'38" E	60.02'
L8	S 24°38'10" W	86.98'
L9	N 70°51'04" W	51.12'
L10	S 04°53'52" W	149.63'
L11	N 77°34'40" W	109.45'
L12	N 12°45'41" E	99.21'
L13	S 79°42'36" E	157.25'
L14	S 68°17'15" E	257.77'
L15	S 50°04'39" E	118.66'
L16	N 83°27'10" W	73.82'
L17	N 51°54'08" W	74.52'
L18	N 77°47'05" W	54.72'
L19	N 70°32'04" W	86.33'
L20	N 67°35'36" W	41.05'
L21	S 00°43'03" W	88.12'
L22	N 24°38'10" E	90.12'
L23	S 21°12'55" W	60.34'
L24	N 70°51'05" W	300.44'
L25	S 04°54'11" W	267.32'
L26	S 68°43'33" E	31.09'
L27	S 32°13'24" W	82.03'
L28	N 74°03'17" W	48.52'
L29	S 81°25'33" W	52.45'
L30	N 11°15'34" E	118.29'
L31	S 77°34'40" E	118.53'
L32	S 43°58'15" E	119.56'
L33	S 20°38'30" E	172.08'
L34	N 32°13'24" E	82.02'
L35	N 05°47'25" W	60.71'
L36	N 14°59'01" E	82.27'
L37	N 44°52'51" E	53.06'
L38	N 16°48'33" E	19.57'
L39	N 08°29'18" W	45.05'
L40	N 15°38'56" E	46.28'
L41	N 14°47'04" E	45.79'
L42	S 04°29'46" E	80.94'
L43	N 04°28'36" W	132.71'
L44	N 17°01'27" E	142.23'
L45	S 88°29'32" E	17.88'
L46	N 04°06'40" E	955.35'
L47	S 79°33'42" E	20.63'
L48	S 04°53'39" W	75.65'
L49	S 68°49'29" E	20.38'
L50	S 77°27'37" W	78.06'
L51	S 76°50'49" W	27.81'
L52	N 09°01'30" W	96.77'
L53	N 06°04'50" W	96.95'
L54	N 17°39'38" W	75.88'
L55	N 20°02'46" W	31.56'
L56	N 42°18'36" W	26.51'
L57	N 07°29'54" W	34.30'
L58	N 00°43'03" E	30.16'
L59	N 17°10'18" W	157.55'

CORNER #	NORTHING	EASTING
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]
5	[illegible]	[illegible]
6	[illegible]	[illegible]
7	[illegible]	[illegible]
8	[illegible]	[illegible]
9	[illegible]	[illegible]
10	673591.54	1130781.65
11	673512.47	[illegible]
12	673320.24	1130707.16
13	[illegible]	[illegible]
14	672840.05	[illegible]
15	[illegible]	[illegible]
16	[illegible]	[illegible]
17	[illegible]	[illegible]
18	[illegible]	[illegible]
19	[illegible]	[illegible]
20	[illegible]	[illegible]
21	[illegible]	[illegible]
22	[illegible]	[illegible]
23	[illegible]	[illegible]
24	[illegible]	[illegible]
25	[illegible]	[illegible]
26	[illegible]	[illegible]
27	[illegible]	1130774.37
28	673131.94	[illegible]
29	[illegible]	[illegible]
30	[illegible]	[illegible]
31	[illegible]	[illegible]
32	672417.65	1130855.03
33	[illegible]	[illegible]
34	[illegible]	[illegible]
35	[illegible]	[illegible]
36	[illegible]	[illegible]
37	[illegible]	[illegible]
38	[illegible]	[illegible]
39	[illegible]	[illegible]
40	[illegible]	[illegible]
41	[illegible]	[illegible]
42	[illegible]	[illegible]
43	[illegible]	[illegible]
44	[illegible]	1130957.23
45	672410.30	1130874.04
46	672087.78	1131147.55
47	[illegible]	[illegible]

MCDOWELL COUNTY, NORTH CAROLINA

I, Deborah E. Galarza REVIEW OFFICER FOR MCDOWELL COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER 3/29/12 DATE

D&B 3/29/12 APPROVED TO RECORD TAX DEPARTMENT

APPROVED BY CRA WATERSHED ADMINISTRATOR

CERTIFICATE OF SURVEY AND ACCURACY:

I, PHILLIP B. KEE CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DB: 185 PG: 517 DB: 618 PG: 732 DB: 385 PG: 406); THAT DASHED LINES INDICATE LINES NOT SURVEYED; THAT THE RATIO OF PRECISION AS CALCULATED DOES NOT EXCEED 1:10,000 ; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I ALSO HEREBY CERTIFY THAT THIS PLAT IS OF ONE OF THE FOLLOWING: GS 47-30 f(11) d; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 2ND DAY OF FEBRUARY A.D., 2012.

NORTH CAROLINA PROFESSIONAL SEAL L-4847 LAND SURVEYOR PHILLIP B. KEE

THIS DOCUMENT IS NOT VALID UNLESS SIGNED AND SEALED

Phillip B. Kee
PHILLIP B. KEE, PLS NC-4847

VICINITY MAP

I-40, US 221, NC 226, COLLINS PARKWAY, MACEDONIA CHURCH LOOP, VEIN MTN ROAD, BRACKETT TOWN RD, SUBJECT PROPERTY, N

(NTS)

CONSERVATION EASEMENT CORNER (TYPICAL)

STATE OF NORTH CAROLINA CONSERVATION EASEMENT

REGISTER OF DEEDS STAMP

SURVEYOR'S NOTES:

1. ALL DISTANCES ARE GROUND MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED.
2. AREAS CALCULATED BY THE COORDINATE METHOD.
3. PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
4. MCDOWELL COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
5. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RIGHT OF WAYS, ENCUMBRANCES, RESTRICTIVE COVENANTS, CORRECT OWNERSHIP OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. A NC LICENSED ATTORNEY SHOULD BE CONSULTED.
6. GRID COORDINATES AND BEARINGS WERE DERIVED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS THAT WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE 95% CONFIDENCE LEVEL USING GPS L1 STATIC OBSERVATION WITH MAGELLAN PROMARK3 RECEIVERS.
7. INTERIOR ROADBEDS AND TRAILS WERE LOCATED USING HAND HELD GPS UNITS AND THEY DO NOT MEET THE REQUIREMENTS AS SET FORTH IN THE CERTIFICATE OF SURVEY AND ACCURACY.
8. BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE IN A SPECIAL FLOOD HAZARD AREA (ZONE AE) AS DETERMINED BY THE F.E.M.A. MAP # 3710162600J DATED OCTOBER 2, 2008.
9. UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES, THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
10. BOUNDARY LINES NOT SURVEYED ARE INDICATED AS DASHED LINES AND WERE TAKEN FROM AN UNRECORDED SURVEY FOR THE "J.J. SPROUSE PROPERTY"; PREPARED BY: KENNETH D. SUTTLES; DATED: MARCH 8, 1988; FILE #: 10074.
11. ALL EXISTING FENCES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.