FILED
UNION COUNTY, NC
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED	May 27, 2010
AT	04:00 pm
BOOK	05337
START PAGE	0708
END PAGE	0716
INSTRUMENT #	12810
EXCISE TAX	$1,152.00

TAW

$576,000
16.4397 ac.
$35,037/ac.

CRYSTAL D. CRUMP REGISTER OF DEEDS UNION COUNTY, NC

UNION COUNTY-NORTH CAROLINA
I hereby certify the foregoing to be a true, correct, and complete copy of the original as recorded in Book 5337 Page(s) 708 thru 716, in this office, this the 27 day of May, 2010.
Crystal D. Crump By: Lava Witte
Register of Deeds Asst/Deputy
(seal)

STATE OF NORTH CAROLINA
UNION COUNTY

CONSERVATION EASEMENT PROVIDED PURSUANT TO FULL DELIVERY MITIGATION CONTRACT

Excise Tax: $1,152.00
SPO File Number 90-AK
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
(Filed by: Richard R. Hutaff, Attorney at Law)

THIS CONSERVATION EASEMENT DEED, made this 27th day of May, 2010, by Franklin W. Howey, Jr., (**"Grantor"**), whose mailing address is: P. O. Box 429, Monroe, NC 28111-0429, 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

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between Environmental Banc & Exchange, LLC, 909 Capability Drive, Suite 3100, Raleigh, NC 27606, and the North Carolina Department of Environment and Natural Resources, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number 002025.

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 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, which 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, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources, which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Monroe Township, Union County, North Carolina (the "**Property**"), and being more particularly described as that those certain parcels of land as follows: Tract 1-Union County Tax Parcel # 09-408-008 containing approximately 125.5 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1348 at Page 386** of the Union County Registry, North Carolina, Tract 2 Union County Tax Parcel # 09-408-005-containing approximately 13.13 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 618 at Page 161** of the Union County Registry, North Carolina; and Tract 3- Union County Tax Parcel # 09-408-003 containing approximately 72.1790 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 4839 at Page 318** of the Union 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 Newtown Stream and Wetland Restoration Project off Newtown Road Union County, North Carolina.

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 as identified as EASEMENT AREA #1, EASEMENT AREA #2, EASEMENT AREA #3 and EASEMENT AREA #4 as particularly more described on Exhibits A and B attached hereto and incorporated herein by reference thereto for a more compete metes and bound description.

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

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, 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.

CRYSTAL D. CRUMP
REGISTER OF DEEDS
UNION COUNTY, N.C.

Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. 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. Existing roads or trails located in the Easement Area 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. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

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.

CRYSTAL D. CRUMP
REGISTER OF DEEDS
UNION COUNTY, NC

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 ingress, egress, and regress 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.

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 general ingress, egress, and regress 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, which 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

CRYSTAL D. CRUMP
REGISTER OF DEEDS
UNION COUNTY, NC

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.

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. 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

CRYSTAL D. CRUMP
REGISTER OF DEEDS
UNION COUNTY, NC

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.

Franklin W. Howey, Jr. _____ (SEAL)

NORTH CAROLINA

COUNTY OF UNION

I, Richard Ryals Hutaff, a Notary Public in and for the County and State aforesaid, do hereby certify that Franklin W. Howey, Jr., 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 May, 2010.

RICHARD RYALS HUTAFF
Notary Public
Union County
My Commission expires
07/11/2011
NORTH CAROLINA

Notary Public
My commission expires: 7/11/2011

CRYSTAL D. CRUMP
REGISTER OF DEEDS
UNION COUNTY, NC

Exhibit A
To
Legal Description

GRANTOR: **Franklin W. Howey, Jr.**

GRANTEE: **The State of North Carolina**

BRIEF LEGAL: **Four (4) Conservation Easement Areas- a Portion of 125.55 Acres off Newtown Road (Deed Book 1348, Page 386) and Tax Parcel # 09-408-004**

EASEMENT AREA #1

BEGINNING at a Point, said point being North 76-04-47 East 4,271.51 ft. from NGS Monument "Union HM48" NC GRID NAD 83 N:447,608.74 E:1,502,818.16; North 76-04-47 East 4,271.51 ft.; thence North 40-19-43 East 97.43 feet to a point; thence North 42-39-56 East 99.01 feet to a point; thence North 15-43-32 West 80.02 feet; thence North 30-24-04 East 258.41 feet; thence South 59-03-12 East 57.09 feet to a computed point; thence South 58-20-38 East 66.17 feet to a point; thence South 20-33-23 West 409.81 feet to a point; thence South 22-12-43 West 75.16 feet; thence North 67-46-07 West 186.07 feet to the point and place of BEGINNING and containing 1.6741 acres (72,922 sq. ft.) and being described as Total Area Easement #1 on plat of survey prepared by R. B. Pharr & Associates, P.A., dated April 13, 2010, to which reference is hereby made for a more complete metes and bounds description.

EASEMENT AREA #2

BEGINNING at a Point, said point being North 76-04-47 East 4,271.51 ft. from NGS Monument "Union HM48" NC GRID NAD 83 N:447,608.74 E:1,502,818.16; North 84-39-34 East 3,875.98 ft.; thence a new line North 20-44-00 East 473.97 feet to a point; thence North 26-47-35 East 194.17 feet to a point, said point being the northwestern corner of Easement Area #2; thence South 68-37-29 East 150.27 feet to a point; thence South 19-28-43 West 342.83 feet to a point; thence South 22-50-01 East 32.78 feet to a point; North 59-02-05 East 247.03 feet to a point, said point being the northeastern corner of Easement Area # 2; thence South 16-04-27 East 152.58 feet to a point; thence South 60-46-40 West 298.12 feet to a point; thence South 38-35-27 West 192.48 feet to a point; thence North 57-24-07 W 198.80 feet to the point and place of BEGINNING and containing 4.0033 acres (174,382 sq. ft.) and being described as Total Area Easement #2 on plat of survey prepared by R. B. Pharr & Associates, P.A., dated April 13, 2010, to which reference is hereby made for a more complete metes and bounds description.

EASEMENT AREA #3

BEGINNING at a Point, said point being North 76-04-47 East 4,271.51 ft. from NGS Monument "Union HM48" NC GRID NAD 83 N:447,608.74 E:1,502,818.16; North 83-05-45 East 4,504.75 ft.; thence South 88-18-08 East 651.96 feet to a point; thence South 89-44-39 East 153.72 feet to a point; thence North 25-29-04 East 196.91 feet to a point; thence North 63-25-25 East 187.95 feet to a point; thence South 66-34-53 East 81.41 feet to a point, said point being the northeastern corner of Easement Area # 3; thence South 36-25-49 West 145.94 feet to a point; thence South 58-28-21 West 56.16 feet to a point; thence South 23-57-11 West 230.32 feet to a point; thence South 86-14-56 West 507.74 feet to a point; thence North 84-14-59 West 367.86 feet to a point; thence North 12-35-20 West 147-70 feet to the point and place of BEGINNING and containing 4.1158 acres (179,285 sq. ft.) and being described as Total Area Easement #3 on plat of survey prepared by R. B. Pharr & Associates, P.A., dated April 13, 2010, to which reference is hereby made for a more complete metes and bounds description.

CRYSTAL D. CRUMP
REGISTER OF DEEDS
UNION COUNTY, NC

EASEMENT AREA #4

BEGINNING at a Point, said point being North 76-04-47 East 4,271.51 ft. from NGS Monument "Union HM48" NC GRID NAD 83 N:447,608.74 E:1,502,818.16; North 82-13-00 East 5,597.53 ft.; thence North 81-43-08 East 88.27 feet to a point; thence South 57-20-15 East 52.88 feet to a point; thence North 50-57-31 East 305.09 feet to a point; thence North 85-38-13 East 572.81 feet to a point; thence South 73-29-46 East 111.97 feet to a point; thence North 23-25-07 East 81.47 feet to a point; thence North 66-08-00 East 122.05 feet to a point; thence South 75-54-59 East 171.16 feet to a point; thence South 44-52-10 East 86.51 feet to a point; thence North 47-2-43 East 157.50 feet to a point; thence North 89-37-42 East 137.67 feet to a point; thence South 46-49-20 East 94.90 feet to a point; thence South 26-59-59 West 57.36 feet to an existing iron rebar; thence South 21-19-23 West 69.79 feet to a point; thence North 52-49-33 West 87.32 feet to a point; thence South 49-39-08 West 176.13 feet to a point; thence South 87-39-26 West 67.58 feet to a point; thence North 64-55-10 West 245.00 feet to a point; thence South 34-44-10 West 157.41 feet to a point; thence North 85-08-31 West 137.33 feet to a point; thence North 74-48-03 West 55.78 feet to a point; thence South 83-27-49 West 295.33 feet to a point; thence South 83-09-30 West 158.08 feet to a point; thence South 54-59-19 West 265.07 feet to a point; thence South 79-55-03 West 146.78 feet to a point; thence North 59-13-45 West 179.31 feet to a point; thence North 36-12-24 East 84.20 feet to the point and place of BEGINNING and containing 6.6465 acres (289,522 sq. ft.) and being described as Total Area Easement #4 on plat of survey prepared by R. B. Pharr & Associates, P.A., dated April 13, 2010, to which reference is hereby made for a more complete metes and bounds description.

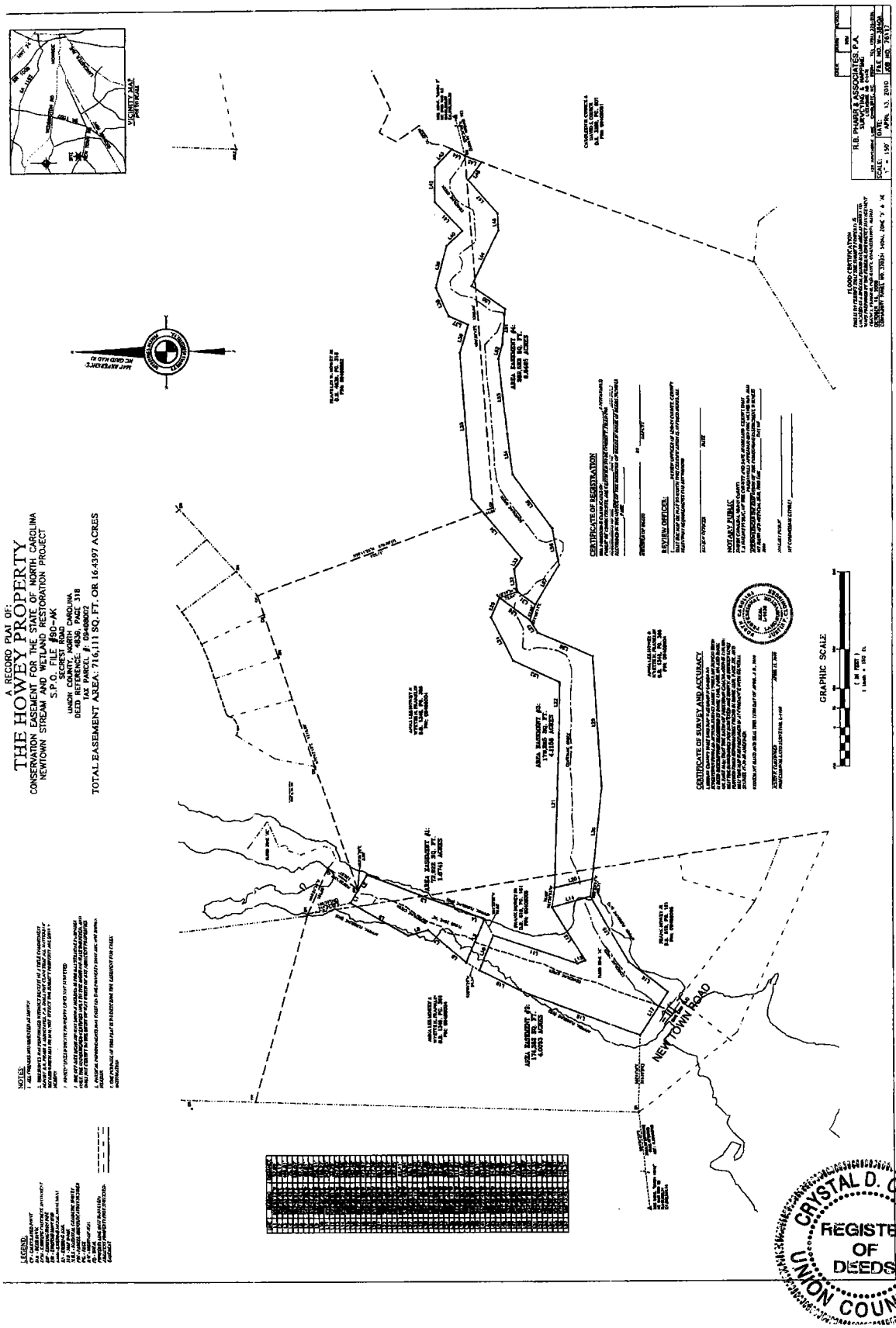
The above referenced Easement Areas #'s 1-4 are further depicted on Exhibit "B" to Legal Description of Conservations Easements attached hereto.

CRYSTAL D. CRUMP
REGISTER OF DEEDS
UNION COUNTY, NC

Exhibit B To Legal Description of Conservation Easements

GRANTOR: Franklin W. Howey, Jr. **GRANTEE: The State of North Carolina**

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS



CRYSTAL D. CRUMP
REGISTER OF DEEDS
UNION COUNTY, NC

A RECORD PLAT OF:

THE HOWEY PROPERTY

CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA
NEWTOWN STREAM AND WETLAND RESTORATION PROJECT
S.P.O. FILE #90-AK
SECREST ROAD
UNION COUNTY, NORTH CAROLINA
DEED REFERENCE: 4839, PAGE 318
TAX PARCEL #: 09408002
TOTAL EASEMENT AREA: 716,111 SQ. FT. OR 16.4397 ACRES

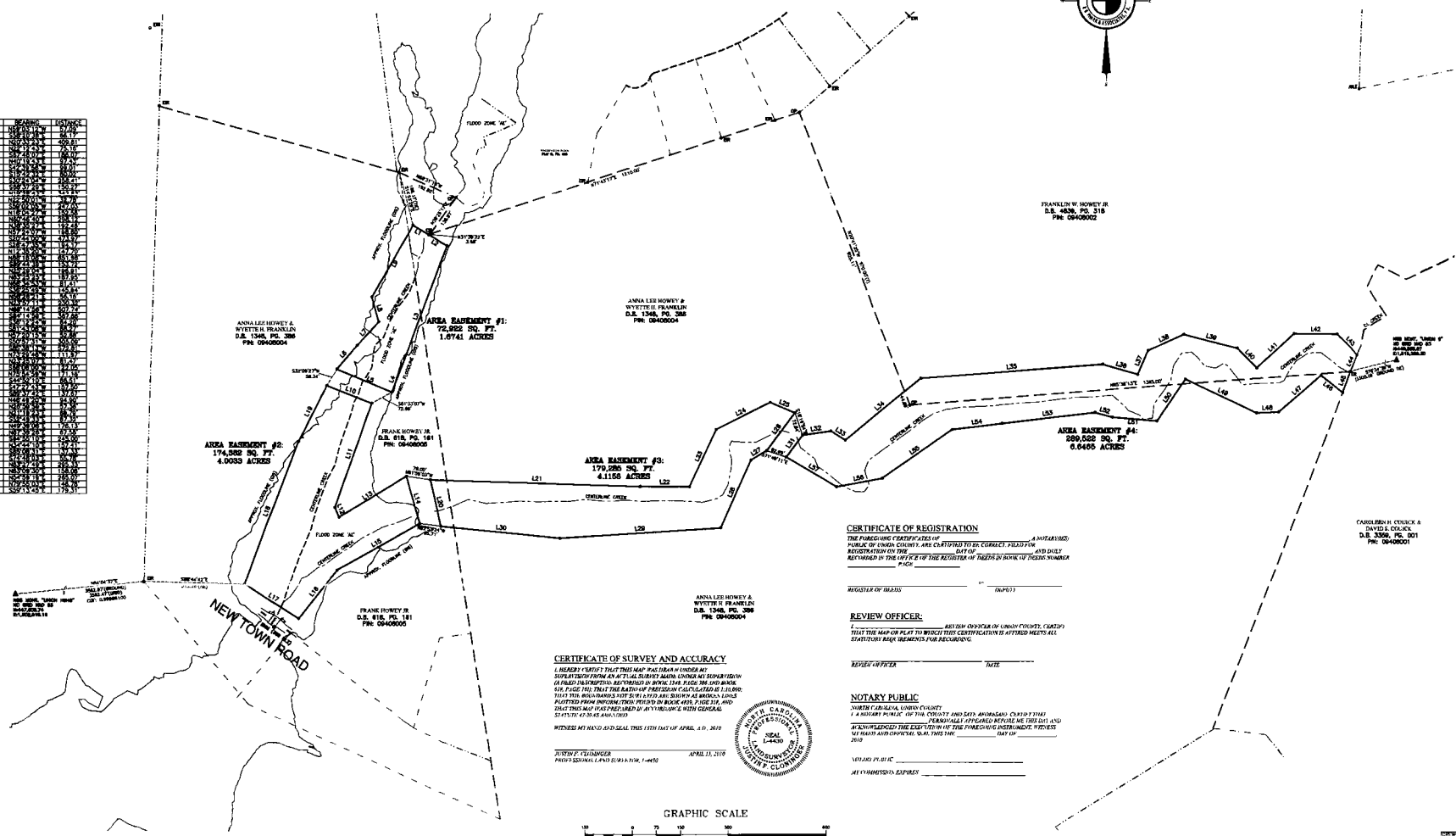
LEGEND:

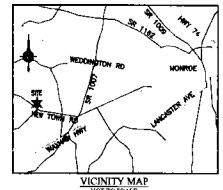
CP - CALCULATED POINT
D.B. - DEED BOOK
R/M - EXISTING CONCRETE MONUMENT
I/P - EXISTING IRON PIPE
I/R - EXISTING IRON ROD
E/M - EXISTING METAL MONUMENT
E/N - EXISTING NAIL
M.B. - MAP BOOK
N.G.S. - NATIONAL GEODETIC SURVEY
P.I.N. - PARCEL IDENTIFICATION NUMBER
PG. - PAGE
R/W - RIGHT-OF-WAY
(T) - TOTAL
PROPERTY LINE (NOT SURVEYED)
ADJACENT PROPERTY (NOT SURVEYED)
EASEMENT

NOTES:

1. ALL CORNERS MONUMENTED AS SHOWN.
2. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL EASEMENTS REFERRED TO HEREIN MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN OR NOTED.
3. BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
4. THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAY OF WEYETTE, AND DOES NOT CERTIFY TO THE RIGHT-OF-WAY WITH OF ANY ADJACENT PROPERTIES.
5. PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
6. THE PURPOSE OF THIS PLAT IS TO DESCRIBE THE EASEMENT FOR CREEK RESTORATION.

LINE	BEARING	DISTANCE
L1	N67°15'13"W	57.49
L2	S38°10'28"E	56.17
L3	N00°43'22"E	109.61
L4	N67°13'43"E	75.16
L5	S71°18'03"E	160.07
L6	N40°13'43"E	97.36
L7	S27°31'28"E	93.01
L8	S18°23'45"W	60.00
L9	N72°21'00"W	30.21
L10	S88°47'23"E	150.27
L11	S18°23'45"W	224.97
L12	N22°50'01"W	16.78
L13	S62°00'00"W	257.05
L14	N18°23'45"E	152.55
L15	N80°38'49"E	292.12
L16	N18°23'45"E	192.85
L17	N57°22'00"W	68.80
L18	S70°43'00"W	173.57
L19	S62°43'00"W	154.37
L20	N73°38'00"W	147.00
L21	N88°18'00"W	651.98
L22	S88°43'38"E	153.37
L23	N89°41'24"E	95.61
L24	N89°43'43"E	187.95
L25	N88°43'43"E	81.41
L26	S88°26'25"W	145.84
L27	N89°08'11"E	55.10
L28	N89°07'11"E	200.92
L29	N88°13'53"E	207.74
L30	S88°13'53"W	197.88
L31	S89°17'23"E	42.00
L32	S81°35'06"W	85.97
L33	N57°40'13"E	50.84
L34	N57°40'13"E	200.00
L35	S89°38'13"W	579.81
L36	N74°21'48"W	111.97
L37	N88°38'07"E	81.07
L38	N88°08'00"W	192.05
L39	N78°42'50"W	71.18
L40	S44°50'11"E	66.31
L41	S37°37'13"E	157.00
L42	S88°37'13"E	317.57
L43	N88°43'00"W	83.80
L44	N88°43'00"W	87.58
L45	N88°13'00"E	88.75
L46	S34°23'38"E	97.33
L47	N89°38'00"E	176.13
L48	N87°38'00"E	67.00
L49	N88°43'00"E	245.00
L50	N42°44'10"E	157.21
L51	S88°38'13"E	207.33
L52	S71°38'00"E	65.78
L53	N88°37'00"E	192.10
L54	N88°38'00"E	158.08
L55	S88°38'13"E	148.00
L56	N89°38'00"E	58.28
L57	S39°13'45"E	179.31





VICINITY MAP
NOT TO SCALE

CERTIFICATE OF SURVEY AND ACCURACY

I, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (A PRIOR DESCRIPTION RECORDED IN BOOK 1348, PAGE 386 AND BOOK 618, PAGE 181); THAT THE RATIO OF PRECISION CALCULATED IS 1:10,000; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 4839, PAGE 318, AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 15TH DAY OF APRIL, A.D., 2010

JUSTIN P. CLONINGER — APRIL 15, 2010
PROFESSIONAL LAND SURVEYOR, L-4430

NORTH CAROLINA PROFESSIONAL SEAL L-4430 LAND SURVEYOR JUSTIN P. CLONINGER

CERTIFICATE OF REGISTRATION

THE FOREGOING CERTIFICATES OF _____ (A NOTARY(IES) PUBLIC OF UNION COUNTY) ARE CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION ON THE _____ DAY OF _____ AND DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN BOOK OF DEED NUMBER _____ PAGE _____

_____ BY: _____
REGISTER OF DEEDS — DEPUTY

REVIEW OFFICER:

I, _____ REVIEW OFFICER OF UNION COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____ _____
REVIEW OFFICER — DATE

NOTARY PUBLIC

NORTH CAROLINA, UNION COUNTY
I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT _____ PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____, 2010

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

GRAPHIC SCALE

(IN FEET)
1 inch = 150 ft.

FLOOD CERTIFICATION
THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION. DATED OCTOBER 15, 2008
COMMUNITY PANEL NO. 370234 5404J; ZONE "X" & "AE"

DSN'D	DRAWN	REVISED
	NM	

R.B. PHARR & ASSOCIATES, P.A.
SURVEYING & MAPPING
LICENSURE NO. C-0471
420 HAWTHORNE LANE CHARLOTTE, N.C. 28204 TEL (704) 376-6186

SCALE:	DATE:	FILE NO. W-3840A
1" = 150'	APRIL 13, 2010	JOB NO. 76117

A RECORD PLAT OF:

THE HOWEY PROPERTY

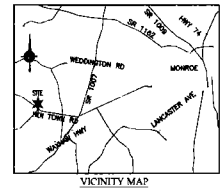
CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA
NEWTOWN STREAM AND WETLAND RESTORATION PROJECT
S.P.O. FILE #90-AK
SECREST ROAD
UNION COUNTY, NORTH CAROLINA
DEED REFERENCE: 4839, PAGE 318
TAX PARCEL #: 09408002
TOTAL EASEMENT AREA: 716,111 SQ. FT. OR 16.4397 ACRES

LEGEND:

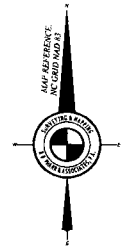
CP - CALCULATED POINT
D.B. - DEED BOOK
E/M - EXISTING CONCRETE MONUMENT
#IP - EXISTING IRON PIPE
EIR - EXISTING IRON ROD
EMM - EXISTING METAL MONUMENT
E.R. - EXISTING R/W
M.B. - MAP BOOK
N.G.S. - NATIONAL GEODETIC SURVEY
PIN - PARCEL IDENTIFICATION NUMBER
PG - PAGE
R/W - RIGHT-OF-WAY
(T) - TOTAL
PROPERTY LINE (NOT SURVEYED)
ADJACENT PROPERTY (NOT SURVEYED)
SIDEWALK

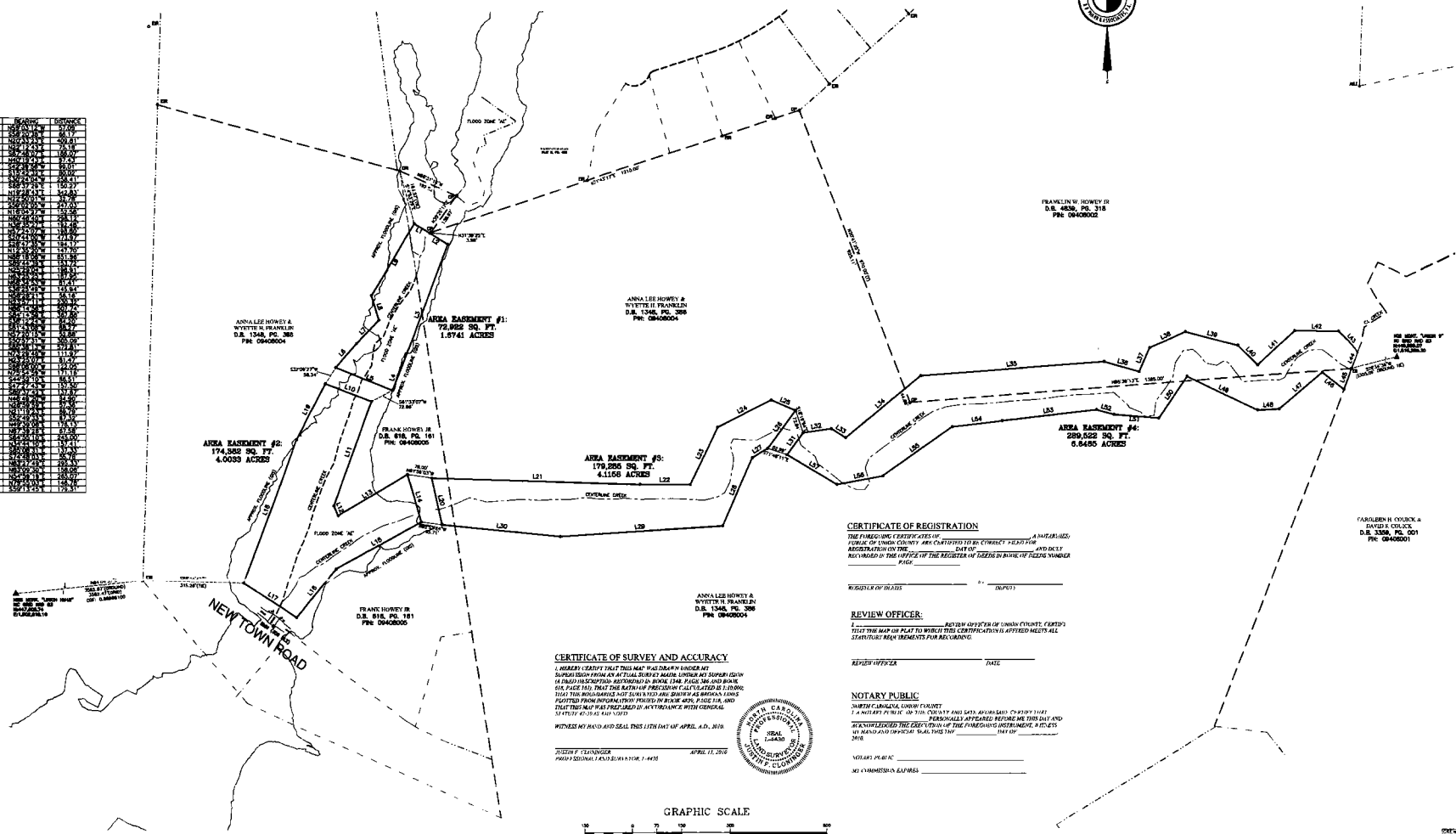
NOTES:

1. ALL CORNERS MONUMENTED AS SHOWN
2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
3. BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED
4. THE OUT-SIDE RIGHT OF WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT-OF WAY WIDTH OF ANY ADJACENT PROPERTIES
5. PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
6. THE PURPOSE OF THIS PLAT IS TO RECORD THE EASEMENT FOR CREEK RESTORATION



VICINITY MAP
NOT TO SCALE





LINE	BEARING	DISTANCE
L1	N55°20'11"W	27.06
L2	S88°20'18"E	68.17
L3	N25°33'15"E	409.81
L4	N55°12'33"E	73.18
L5	S82°48'07"E	158.07
L6	N56°19'21"E	37.32
L7	S42°38'33"E	66.01
L8	S15°23'33"E	80.02
L9	S70°24'06"W	208.41
L10	S82°37'53"E	152.27
L11	N17°28'13"E	342.83
L12	N64°40'31"E	37.78
L13	S68°06'06"W	227.03
L14	N16°04'27"W	151.56
L15	N60°48'00"E	208.13
L16	N38°35'27"E	184.46
L17	S87°23'07"E	188.60
L18	S20°24'00"W	474.97
L19	S28°21'33"W	184.17
L20	N13°35'50"W	147.70
L21	N88°18'58"W	851.58
L22	S89°24'49"E	151.72
L23	S56°28'06"E	138.41
L24	N84°49'49"E	187.90
L25	N84°49'49"E	81.61
L26	S82°28'07"E	101.94
L27	N54°27'11"E	58.16
L28	N83°47'07"E	200.35
L29	N88°18'58"W	509.72
L30	S87°13'36"E	351.88
L31	N88°12'48"E	61.20
L32	N88°18'58"W	85.27
L33	S87°20'15"W	61.88
L34	S87°20'15"W	300.00
L35	S82°48'07"E	572.81
L36	S74°28'06"E	111.42
L37	S82°48'07"E	51.72
L38	S82°48'07"E	192.05
L39	S75°24'06"E	111.18
L40	S44°38'10"E	86.51
L41	S47°22'43"E	137.50
L42	S46°47'24"E	131.87
L43	N48°28'40"W	54.80
L44	N28°38'50"E	57.38
L45	N21°11'37"E	66.70
L46	S82°48'07"E	87.12
L47	N48°28'40"E	174.03
L48	N48°28'40"E	67.58
L49	S82°48'07"E	243.00
L50	N53°44'00"E	137.41
L51	S82°08'31"E	137.93
L52	S72°28'07"E	85.76
L53	N83°27'49"E	202.33
L54	N83°06'06"E	158.05
L55	N54°28'41"E	283.07
L56	N88°18'58"W	148.79
L57	S88°18'58"E	178.31

CERTIFICATE OF SURVEY AND ACCURACY

I, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (A PARTIAL DESCRIPTION RECORDED IN BOOK 1348, PAGE 385 AND BOOK 618, PAGE 181). THAT THE RATIO OF PRECISION CALCULATED IS 1:10,000; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 4839, PAGE 318, AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.02 AND NCGS

WITNESS MY HAND AND SEAL THIS 13TH DAY OF APRIL, A.D., 2010.

JUSTIN P. CLONINGER — APRIL 13, 2010
PROFESSIONAL LAND SURVEYOR L-4838

NORTH CAROLINA PROFESSIONAL SEAL L-4838 LAND SURVEYOR JUSTIN P. CLONINGER

CERTIFICATE OF REGISTRATION

THE FOREGOING CERTIFICATES OF _____, A NOTARY(IES) PUBLIC OF UNION COUNTY, ARE CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION ON THE _____ DAY OF _____ AND DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN BOOK OF DEEDS NUMBER _____ PAGE _____

REGISTER OF DEEDS — DEPUTY

REVIEW OFFICER:

I _____ REVIEW OFFICER OF UNION COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER — DATE

NOTARY PUBLIC

NORTH CAROLINA, UNION COUNTY
I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT _____ PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____, 2010.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

GRAPHIC SCALE
150 0 75 150 300 600
(IN FEET)
1 inch = 150 ft.

FLOOD CERTIFICATION
THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS _____ LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED OCTOBER 16, 2008
COMMUNITY PANEL NO. 370234 5404J, ZONE "X" & "AE"

CREW	DRAWN	REVISED
	NM	

R.B. PHARR & ASSOCIATES, P.A.
SURVEYING & MAPPING
LICENSURE NO. C-1471
428 WINTHROPE LANE CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

SCALE:	DATE:	FILE NO. W-3840A
1" = 150'	APRIL 13, 2010	JOB NO. 76117