BK:00376 PG:0406

FILED Jan 04, 2016 02:59:16 pm
BOOK 00376
PAGE 0406 THRU 0416
INST # 00019
EXCISE TAX $563.00

ALLEGHANY COUNTY NC
LIZABETH REEVES ROUPE
REGISTER OF DEEDS

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STATE OF NORTH CAROLINA

DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS PROVIDED PURSUANT TO FULL DELIVERY MITIGATION CONTRACT

ALLEGHANY COUNTY

SPO File Number:
DMS Project Number: 96582

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

TAX INFORMATION RECORDED
ALLEGHANY TAX COLLECTOR
1/04/16

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this 4 day of January, 2016, by Judy Gambill Crouse and husband Gary Crouse, ("**Grantor**"), whose mailing address is 225 Scenic View Circle, Wytheville, VA 24382, 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 Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and 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 Wildlands Engineering, Inc. 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 5999

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 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, the Division of Mitigation Services 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 Gap Civil Township, Alleghany County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 66.87 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 347 at Page** 1445 of the Alleghany 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 areas of the Property subject to the Conservation Easement 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 Vile 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 consists of the following:

Conservation Easement Areas A and B containing 1.36 and 20.75 acres respectively as shown on the plats of survey entitled "Final Plat, Conservation Easement for The State of North Carolina Division of Mitigation Services, Vile Creek Stream and Wetland Mitigation Site, DMS Site No. 96582, Current Owner(s) Listed As: Judy Gambill Crouse and Husband Gary Crouse," dated 8/25/2015-09/15/2015 by Nolan R. Carmack, PLS Number 5076 and recorded in the Alleghany County, North Carolina Register of Deeds at **Plat Book** 10 **Pages** 445.

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

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

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation 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 Conservation 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 Conservation Easement Area for the purposes thereof.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

C. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation 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. Damage to Vegetation. Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

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

F. Agricultural Use. All agricultural uses are prohibited within the Conservation 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 Conservation Easement Area.

H. Roads and Trails. There shall be no construction or maintenance of roads, trails, walkways, or paving in the Conservation Easement Area with the following exception:

Only roads and trails located within the Conservation Easement Area prior to completion of the construction of the restoration project and within crossings shown on the recorded survey plat may be maintained by Grantor, successors or assigns to allow for access to the interior of the Property, and must be repaired and maintained to prevent runoff and degradation to the Conservation Easement Area. Such roads and trails shall be covered with pervious materials such as loose gravel or permanent vegetation in order to minimize runoff and prevent sedimentation.

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; 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 Conservation 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 Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

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

O. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Conservation 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. Division of Mitigation Services, 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 Conservation Easement Area over the Property at reasonable times to undertake any activities to restore, construct, manage, maintain, enhance, protect, and monitor the stream, wetland and any other riparian resources in the Conservation 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.

crossing area(s), at its sole discretion and to recover the cost of such repairs from the Grantor if such repairs are needed as a result of activities of the Grantor, his successors or assigns.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation 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 Conservation 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 Conservation 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 Conservation 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

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 is 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 State Property Office and 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 or of any request to void or modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

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 Conservation 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 Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

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

Gary Crouse (SEAL)

Judy G. Crouse (SEAL)

NORTH CAROLINA
COUNTY OF Alleghany

I, Jean R. Osborne a Notary Public in and for the County and State aforesaid, do hereby certify that Gary Crouse & Judy G. Crouse, 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 4 day of January, 2016

Jean R. Osborne
Notary Public

My commission expires:

6-12-2020

JEAN R. OSBORNE
Notary Public
Alleghany County, NC

Exhibit A

A Conservation Easement for The State of North Carolina,
Division of Mitigation Services,
"Vile Creek Stream and Wetland Mitigation Site"
Property of:
Judy Gambill Crouse and Husband, Gary Crouse SPO
DMS SITE ID: 96582

The following conservation easement areas are located off of NC-Highway 18 and Farmer Road in the Gap Civil Township, Alleghany County, North Carolina and being on a portion of that property conveyed to Judy Gambill Crouse & Husband, Gary Crouse through Deed Book 347 Page 1445 of the Alleghany County Register of Deeds and being more particularly described as follows:

Conservation Easement Area "A":

BEGINNING AT A 5/8" REBAR SET WITH A CE CAP (CORNER 1), said rebar being in a common line of Deed Book 347 Page 1445 and Deed Book 98 Page 243 of the Alleghany County Registry, and located

S 59°49'03" W a horizontal ground distance of 4067.24 feet from a 1" iron pipe set in concrete with a Kee cap having North Carolina State Plane Coordinates (2011) of Northing: 1011676.43 feet and Easting:

feet;

Thence leaving the aforesaid common line and with the conservation easement area the following (5) courses and distances:

(1) N 81°45'16" E a distance of 113.22 feet to a 5/8" rebar set with a CE cap (CORNER 2);
(2) N 56°47'45" E a distance of 277.11 feet to a 5/8" rebar set with a CE cap (CORNER 3); said rebar being located N 76°35'29'' W a distance of 31.65 feet from a 5/8" rebar set with a CE cap (CORNER 9);
(3) S 24°24'25" E a distance of 130.54 feet to a 5/8" rebar set with a CE cap (CORNER 4); said rebar being located S 56°47'26'' W a distance of 25.30 feet from a 5/8" rebar set with a CE cap (CORNER 58);
(4) S 56°47'24" W a distance of 59.74 feet to a 5/8" rebar set with a CE cap (CORNER 5);
(5) S 16°44'45" E a distance of 92.02 feet to a 5/8" rebar set with a CE cap (CORNER 6); said rebar being located in a common line of Deed Book 347 Page 1445 and Deed Book 355 Page 696 of the Alleghany County Registry, and located S 82°25'19'' W a distance of 52.30 feet from a 1'' iron pipe set with "Kee" cap; said iron pipe being at a common corner of Deed Book 347 Page 1445 and Deed Book 355 Page 696 of the aforesaid registry;

Thence with the aforesaid common line and continuing with the conservation easement area

S 82°25'19" W a distance of 139.30 feet to a 5/8" rebar set with a CE cap (CORNER 7); said rebar being at a common corner of Deed Book 347 Page 1445, Deed Book 355 Page 696 and Deed Book 62 Page 499 of the Alleghany County Registry;

Thence leaving the aforementioned common line and with the common line of Deed Book 347 Page 1445 and Deed Book 62 Page 499 of the Alleghany County Registry and continuing with the conservation easement area S 81°45'49" W a distance of 191.80 feet to a 1/2'' aluminum spike (CORNER 8), said aluminum spike being at a common corner of Deed Book 347 Page 1445, Deed Book 62 Page 499 and Deed Book 98 Page 243 of the aforesaid registry;

Thence leaving the aforementioned common line and with the common line of Deed Book 347 Page 1445 and Deed Book 98 Page 243 of the Alleghany County Registry and continuing with the conservation easement area N 21°34'23" W a distance of 126.42 feet TO THE TRUE POINT OF BEGINNING.

Being all of that area of land containing a total of 1.36 Acres, being the same more or less.

Conservation Easement Area "B":

BEGINNING AT A 5/8" REBAR SET WITH A CE CAP (CORNER 9), said rebar being located S 59°02'36" W a
horizontal ground distance of 3662.90 feet from a 1" iron pipe set in concrete with a "Kee" cap having North Carolina State Plane Coordinates (2011) of Northing: 1011676.43 feet and Easting: 1384260.04 feet;

Thence with the conservation easement area N 56°47'26" E a distance of 196.16 feet to a 5/8" rebar set with a CE cap (CORNER 10); said rebar being located in a common line of Deed Book 347 Page 1445 and Deed Book 298 Page 1461 of the Alleghany County Registry; said rebar also located S 37°21'24'' E a distance of 456.07 feet from an existing 3/4'' iron pipe, said iron pipe being in the aforesaid common line;

Thence with the aforesaid common line and continuing with conservation easement area the following

(2) courses and distances:

(1) S 37°21'24" E a distance of 66.94 feet to an existing 2" iron rod (CORNER 11);
(2) N 60°06'19" E a distance of 149.58 feet to an existing 1'' iron pipe (CORNER 12); said iron pipe being at a common corner of Deed Book 347 Page 1445, Deed book 298 Page 1461 and Deed Book 348 Page 341 of the Alleghany County Registry and located S 39°51'22'' E a distance of

531.97 feet from a 1'' iron pipe set with "Kee" cap;

Thence leaving the aforementioned common line and with the common line of Deed Book 347 Page 1445 and Deed Book 348 Page 341 of the Alleghany County Registry and continuing with the conservation easement area the following (2) courses and distances:

(1) N 59°02'36" E a distance of 118.66 feet to an existing fence post (CORNER 13);
(2) N 41°46'26" W a distance of 62.27 feet to a 5/8" rebar set with a CE cap (CORNER 14);

Thence leaving the aforementioned common line and continuing with the conservation easement area N 63°07'00" E a distance of 274.81 feet to a 5/8" rebar set with a CE cap (CORNER 15); said rebar being in a common line of Deed Book 347 Page 1445 and Deed Book 158 page 155 of the Alleghany County Registry;

Thence with the aforesaid common line and continuing with the conservation easement area the following (2) courses and distances:

(1) N 75°23'23" E a distance of 86.32 feet to a 5/8" rebar set with a CE cap (CORNER 16);
(2) N 36°20'35" W a distance of 58.42 feet to a 5/8" rebar set with a CE cap (CORNER 17); said rebar being located S 36°20'35'' E a distance of 29.35 feet from an existing 1/2" rebar, said rebar being at a common corner in the aforesaid common line;

Thence leaving the aforesaid common line and continuing with the conservation easement area the following (26) courses and distances:

(1) N 56°47'54" E a distance of 293.68 feet to a 5/8" rebar set with a CE cap (CORNER 18);
(2) N 37°32'20" W a distance of 267.20 feet to a 5/8" rebar set with a CE cap (CORNER 19);
(3) N 57°03'31" W a distance of 188.87 feet to a 5/8" rebar set with a CE cap (CORNER 20);
(4) N 02°30'48" W a distance of 282.34 feet to a 5/8" rebar set with a CE cap (CORNER 21);
(5) N 52°27'09" E a distance of 160.60 feet to a 5/8" rebar set with a CE cap (CORNER 22);
(6) S 50°59'44" E a distance of 255.28 feet to a 5/8" rebar set with a CE cap (CORNER 23);
(7) S 37°33'05" E a distance of 356.08 feet to a 5/8" rebar set with a CE cap (CORNER 24);
(8) S 57°00'55" E a distance of 152.13 feet to a 5/8" rebar set with a CE cap (CORNER 25);
(9) N 59°14'44" E a distance of 128.19 feet to a 5/8" rebar set with a CE cap (CORNER 26);
(10) S 84°13'24" E a distance of 173.10 feet to a 5/8" rebar set with a CE cap (CORNER 27);
(11) N 54°24'37" E a distance of 240.11 feet to a 5/8" rebar set with a CE cap (CORNER 28);
(12) S 35°36'08" E a distance of 223.05 feet to a 5/8" rebar set with a CE cap (CORNER 29);
(13) S 69°32'56" E a distance of 436.49 feet to a 5/8" rebar set with a CE cap (CORNER 30);
(14) N 54°22'32" E a distance of 258.99 feet to a 5/8" rebar set with a CE cap (CORNER 31);
(15) N 10°46'14" W a distance of 274.13 feet to a 5/8" rebar set with a CE cap (CORNER 32);
(16) N 29°08'22" E a distance of 73.76 feet to a 5/8" rebar set with a CE cap (CORNER 33);
(17) N 15°02'50" W a distance of 464.89 feet to a 5/8" rebar set with a CE cap (CORNER 34);
(18) N 24°08'58" W a distance of 262.62 feet to a 5/8" rebar set with a CE cap (CORNER 35);
(19) N 65°51'36" E a distance of 70.92 feet to a 5/8" rebar set with a CE cap (CORNER 36);
(20) S 70°44'09" E a distance of 141.72 feet to a 5/8" rebar set with a CE cap (CORNER 37);
(21) S 15°54'07" W a distance of 149.18 feet to a 5/8" rebar set with a CE cap (CORNER 38);
(22) S 22°10'55" E a distance of 318.89 feet to a 5/8" rebar set with a CE cap (CORNER 39);
(23) S 09°07'04" E a distance of 230.44 feet to a 5/8" rebar set with a CE cap (CORNER 40);
(24) S 01°36'16" E a distance of 273.68 feet to a 5/8" rebar set with a CE cap (CORNER 41);
(25) N 34°53'16" E a distance of 181.09 feet to a 5/8" rebar set with a CE cap (CORNER 42);
(26) S 49°27'29" E a distance of 71.12 feet to a calculated point in the center of the Little River; said calculated point being at a common corner of Deed Book 347 Page 1445 and Deed Book 347 Page 1449 of the Alleghany County Registry;

Thence with the aforesaid common line and continuing with the conservation easement area the following (5) courses and distances:

(1) S 41°10'54" W a distance of 32.31 feet to a calculated point in the Little River;
(2) S 45°33'29" W a distance of 56.04 feet to a calculated point in the Little River;
(3) S 03°59'01" W a distance of 36.05 feet to a calculated point in the Little River;
(4) S 04°31'49" E a distance of 85.32 feet to a calculated point in the Little River;

MC
JSC

(5) S 24°39'37" E a distance of 80.26 feet to a calculated point in the Little River, said calculated point being at a common corner of Deed Book 347 Page 1445, Deed Book 93 Page 397 and Deed Book 347 Page 1449 of the Alleghany County Registry;

Thence leaving the aforementioned common line and with the common line of Deed Book 347 Page 1445 and Deed Book 93 Page 397 of the Alleghany County Registry and continuing with the conservation easement area S 68°12'06" W the following (2) distances:

(1) 40.02 feet to a 5/8" rebar set with a CE cap (CORNER 46);
(2) 483.31 feet to an existing fence post (CORNER 47);

Thence continuing with the aforementioned common line and the conservation easement area the following (5) courses and distances:

(1) N 87°05'16" W a distance of 191.40 feet to a 18'' Birch (CORNER 48);
(2) N 69°31'51" W a distance of 158.28 feet to a 30'' Birch (CORNER 49);
(3) N 84°11'53" W a distance of 308.90 feet to a 42'' Red Oak (CORNER 50);
(4) S 82°33'00" W a distance of 128.39 feet to an existing fence post (CORNER 51);
(5) S 76°09'28" W a distance of 248.72 feet to an existing fence post (CORNER 52); said fence post being at a common corner of Deed Book 347 Page 1445, Deed Book 93 Page 397 and Deed Book 306 Page 458 of the Alleghany County Registry;

Thence leaving the aforementioned common line and with the common line of Deed Book 347 Page 1445 and Deed Book 306 Page 458 of the Alleghany County Registry and continuing with the conservation easement area the following (4) courses and distances:

(1) S 59°17'22" W a distance of 443.14 feet to a 5/8" rebar set with a CE cap (CORNER 53);
(2) S 46°37'53" E a distance of 28.00 feet to a 5/8" rebar set with a CE cap (CORNER 54);
(3) S 50°47'59" W a distance of 375.09 feet to a 5/8" rebar set with a CE cap (CORNER 55);
(4) S 86°41'27" W a distance of 48.03 feet to a 5/8" rebar set with a CE cap (CORNER 56), said rebar being at a common corner of Deed Book 347 Page 1445, Deed Book 306 Page 458 and Deed Book 355 Page 696;

Thence leaving the aforementioned common line and continuing with the conservation easement area the following (3) courses and distances:

(1) N 33°12'19" W a distance of 161.98 feet to a 5/8" rebar set with a CE cap (CORNER 57);
(2) S 56°47'24" W a distance of 450.78 feet to a 5/8" rebar set with a CE cap (CORNER 58); said rebar being located N 56°47'26'' E a distance of 25.30 feet from a 5/8'' rebar set with a CE cap (CORNER 4);
(3) N 24°24'25" W a distance of 107.26 feet TO THE TRUE POINT OF BEGINNING.

Being all of that area of land containing a total of 20.75 Acres, being the same more or less.

Being all of those areas of land containing a total of 22.11 Acres, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for: The State of North Carolina, Division of Mitigation Services, Vile Creek Stream & Wetland Mitigation Site"; on the property of Judy Gambill Crouse and Husband, Gary Crouse; Job# 141093-CE, sheet 2.

This description was prepared from an actual survey and shown on the aforementioned plat by Kee Mapping and Surveying, PA (License # C- 3039) between the dates of 08/25/15 – 09/15/15 and under the supervision of Nolan R. Carmack, NC PLS (License # L-5076).