FILED
ALLEGHANY COUNTY NC
LIZABETH REEVES ROUPE
REGISTER OF DEEDS

FILED	Oct 24, 2013
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START PAGE	0120
END PAGE	0132
INSTRUMENT #	02181

EXCISE TAX (None)

BK:00362 PG:0120

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT DEED, RIGHT OF ACCESS, AND ASSIGNMENT

ALLEGHANY COUNTY
SPO File Number 003-ZO
EEP Site ID 94903
PIN: 4000 99 4199
Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS CONSERVATION EASEMENT, RIGHT OF ACCESS AND ASSIGNMENT, made this 24 day of October, 2013, by Frances R. Huber, (widow), whose mailing address is 1387 Big Oak Road, Ennice, NC 28623, ("**Grantor**") and by the Blue Ridge Conservancy, former known as the Blue Ridge Rural Land Trust, a North Carolina nonprofit corporation, whose mailing address is Post Office Box 568, Boone, NC 28607, ("**Assignor**"), to the State of North Carolina, ("**Grantee**" or "**Assignee**"), 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:

Grantor and Assignor (collectively, the "**Parties**") have agreed to grant or assign portions of the land areas that were included a previous deed of a conservation easement as recorded in **Deed Book 00281, Page 1538 through Page 1560 of the Alleghany County Registry** (the "**Deed**"), so that areas which the **Parties** now agree shall be encumbered by this conservation easement shall be assigned to the **Grantee,** and the conservation easement on all areas which the

TAX INFORMATION RECORDED
ALLEGHANY TAX COLLECTOR
Missy Smith
10-24-13

parties agree shall not be encumbered by this conservation easement shall continue to be subject to the conservation easement conveyed by Grantor to the **Assignor by the Deed**. To this end, the **Parties**, individually and through their authorized representatives signing below, wish to grant and assign to the **Grantee** all property interests granted by the Deed within the easement area as defined in attached **Exhibit A** ("the Easement Area") and to further agree that the Easement Area shall be subject to the terms and conditions of this conservation easement as stated herein.

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

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

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

WHEREAS, the Department of Environment and Natural Resources 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 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 5th day of June 2007; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Glade Creek Township, Alleghany County, North Carolina (the "**Property**"), and being more particularly described as those certain parcels of land containing approximately 200.33 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 268 at Page 007,** 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 Easement 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 and Right of Access. This Conservation Easement shall be for the protection and benefit of the waters of **Little Pine Creek**.

WHEREAS, the **Assignor did** on the 27th day of May, 2005 acquire a Conservation Easement, over the **Property** of **Grantor**, which conservation easement is recorded in **Deed Book 00281, Page 1538 through Page 1560 of the Alleghany County Registry**: and

WHEREAS, the **Assignor and Grantor** each now desires to assign those rights, as defined by the Deed, within the Easement Area defined in attached **Exhibit A** to the **Assignee**, and the **Assignee** has agreed to this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, **Grantor** and **Assignor**, each unconditionally and irrevocably hereby grants, assigns 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 the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tracts of land as identified as

SEE EXHIBIT A

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. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credit derived within the area of the Conservation Easement, are conveyed to and belong to the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof.

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

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

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

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

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

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

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

I. Signs. No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Easement.

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.

Grantor reserves the right to maintain repair and replace the existing buried livestock watering pipe which currently runs from a well located on tract under Little Pine Creek which connects a well on one side of the creek to the livestock watering facility located on the other side of the creek within the specified crossing location as shown in Plat Book 10 and Page 310 Recorded 10-07- 2013. Agricultural best management practices shall be followed during the maintenance or repair of the watering line. Grantor shall notify Grantee prior to any required maintenance. Grantor shall repair any damage caused by the maintenance activity to the stream and riparian area. Grantor shall take care to avoid disturbance of woody vegetation. Any disturbed areas shall be returned to original condition, including grade and slope, seeded with approved planting mix and stabilized.

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

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

O. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

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

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

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

IV. ENFORCEMENT AND REMEDIES

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

Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

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

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

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

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

V. MISCELLANEOUS

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

B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

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

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

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

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The owner of the Property shall notify the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property. Such notification shall be addressed to: Justin McCorkle, General Counsel, US Army Corps of Engineers, 69 Darlington Avenue, Wilmington, NC 28403

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

H. Transfer of Conservation Easement: Subject to the Grantor's reasonable approval of the proposed transferee, the Grantee shall have the right to transfer or assign this Conservation Easement to Blue Ridge Conservancy, its heirs, successors and assigns, a North Carolina nonprofit organization, with an address of P.O. Box 568, Boone, NC 28607, or, if Blue Ridge Conservancy is unable or unwilling to accept such transfer or assignment, to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under §170(h) of the U.S. Internal Revenue Code, as amended and under North Carolina Conservation and Historic Preservation Agreements Act, N.C.G.S. 121-34 et seq., provided the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement. As a condition of such transfer, Grantee shall require that the conservation purposes advanced hereunder shall continue to be carried out. The transfer or assignment shall be made in a writing signed by the parties and the transferee or assignee, and recorded in the Alleghany County Registry. If the Grantee ever ceases to exist or no longer qualifies under §170(h) of the U.S. Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this Conservation Easement.

BK:00362 PG:0128

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.

Frances R Huber (SEAL)
Frances R. Huber, (widow)

NORTH CAROLINA
COUNTY OF ALLEGHANY

I, Jean R Osborne, a Notary Public in and for the County and State aforesaid, do hereby certify that Frances R. Huber, 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 24 day of October, 2013.

Jean R Osborne
Notary Public

My commission expires:
6-12-2015

JEAN R. OSBORNE
Notary Public
Alleghany County, NC

Blue Ridge Conservancy by:
Ed Shuford, President (SEAL)
Blue Ridge Conservancy

NORTH CAROLINA
COUNTY OF ALLEGHANY

I, Maria R. Whaley, a Notary Public of Ashe County, North Carolina, do hereby certify that Ed Shuford personally appeared before me this day and acknowledged that he/she is the President of Blue Ridge Conservancy, a North Carolina nonprofit corporation, and that by authority duly given and as act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself/herself as its President.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 26th day of September, 2013.

Notary Public

MARIA R. WHALEY NOTARY PUBLIC ASHE COUNTY, N.C.

My commission expires:

Dec. 19, 2017

Exhibit A

BK:00362 PG:0130

VICINITY MAP
(NOT TO SCALE)

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.

FRANCES R. HUBER DATE

COORDINATE TABLE

COR #	NORTHING	EASTING	COR #	NORTHING	EASTING
1	1009230.119	1410895.301	14	1008210.199	1410913.205
2	1008977.821	1411129.806	15	1008924.911	1411133.846
3	1009053.371	1411127.206	16	1008711.626	1410186.705
4	1008874.127	1411219.883	17	1008721.285	1410016.787
5	1008846.858	1411107.117	18	1008911.420	1410008.751
6	1008951.108	1411184.802	19	1009188.803	1410043.020
7	1008942.185	1411112.749	20	1009188.046	1410080.368
8	1008880.857	1410927.307	21	1009002.285	1410021.568
9	1009236.811	1410216.295	22	1009884.300	1411153.165
10	1009048.828	1410184.385	23	1009879.373	1411142.305
11	1009270.331	1410012.384	24	1009894.963	1411146.344
12	1009186.334	1410038.980	25	1009859.878	1411116.898
13	1009198.232	1410075.437	26	1009873.784	1411011.880

LINE	BEARING	DISTANCE
L1	N 00°51'54" W	48.48'
L2	N 76°27'50" E	39.27'
L3	N 89°44'58" E	40.35'
L4	N 54°06'51" E	26.11'
L5	S 31°18'00" E	122.40'
L6	S 82°01'25" E	104.09'
L7	S 04°51'24" W	47.74'
L8	S 41°55'38" E	51.71'
L9	N 41°56'38" W	63.53'
L10	N 04°31'24" E	47.75'
L11	N 41°52'58" W	44.42'
L12	N 82°01'25" W	108.22'
L13	N 31°18'00" W	132.05'
L14	N 39°04'49" E	114.81'
L15	S 27°06'57" E	58.34'

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: 174, PG: 154, AND PB: 9, PG: 33); 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: (§ 47-30 F(11) [illegible]): 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 [illegible] DAY OF MAY, A.D., 2013.

THIS DOCUMENT IS NOT VALID UNLESS SIGNED AND SEALED

NORTH CAROLINA PROFESSIONAL SEAL L-4647 LAND SURVEYOR PHILLIP B. KEE

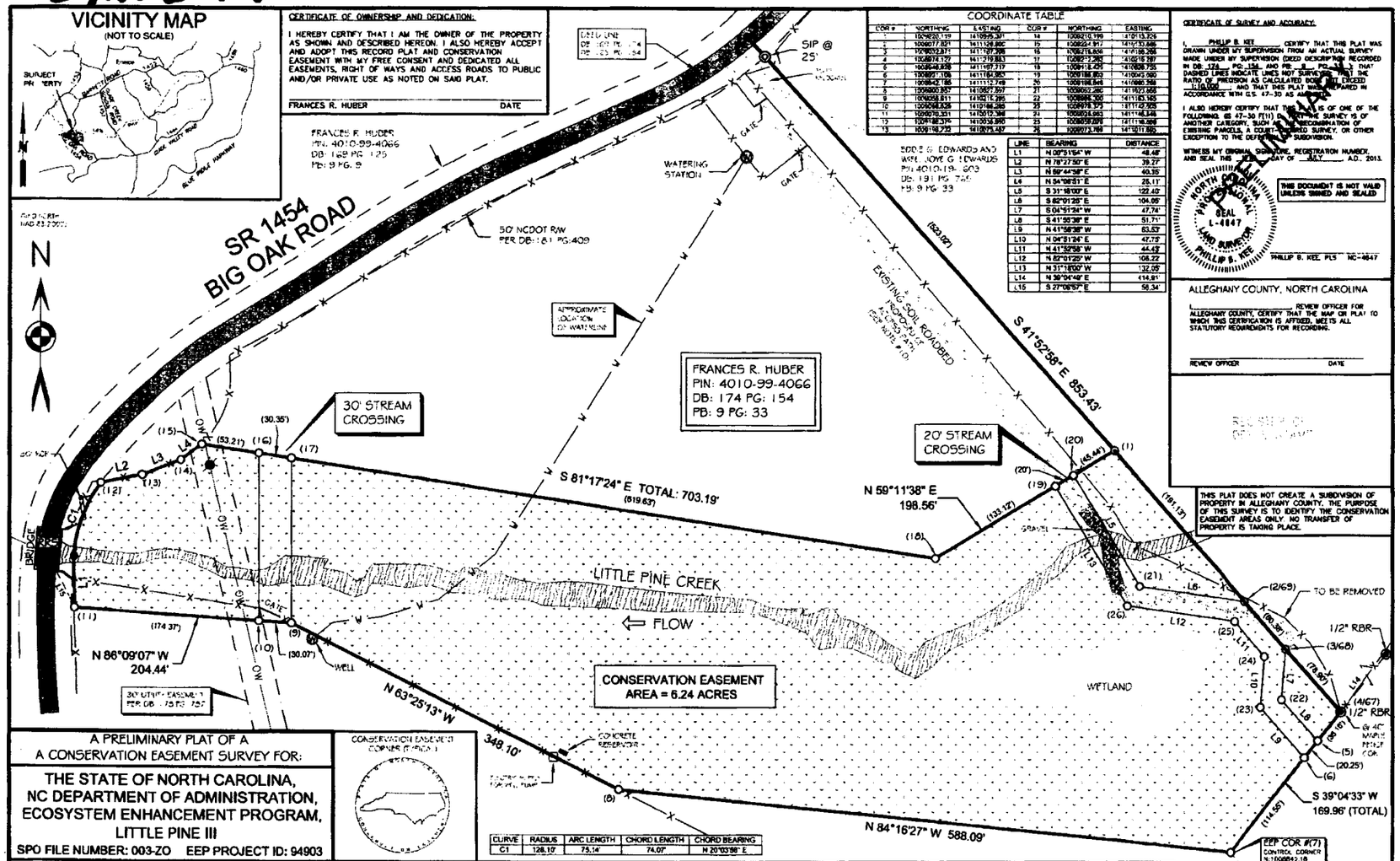
PHILLIP B. KEE, PLS NC-4647

ALLEGHANY COUNTY, NORTH CAROLINA

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

REVIEW OFFICER DATE

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



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	128.10'	75.14'	74.07'	N 20°03'56" E

A PRELIMINARY PLAT OF A
A CONSERVATION EASEMENT SURVEY FOR:

THE STATE OF NORTH CAROLINA, NC DEPARTMENT OF ADMINISTRATION, ECOSYSTEM ENHANCEMENT PROGRAM, LITTLE PINE III

SPO FILE NUMBER: 003-ZO EEP PROJECT ID: 94903

CONSERVATION EASEMENT CORNER (FIGURE 1)

CURRENT OWNERS LISTED AS: FRANCES R. HUBER
MAILING ADDRESS: 1387 BIG OAK ROAD, ENNICE, NC 28623

PARCEL IDENTIFICATION NUMBER: 4000-99-4066
DEED REFERENCE: DEED BOOK: 174 PAGE: 154 (TRACT 1)

GLADE CREEK TOWNSHIP,	ALLEGHANY COUNTY,	NORTH CAROLINA
SURVEY BY: DD,MH,PBK	DRAWN BY: PBK, EC	CHECKED BY: PBK
SURVEY DATE: 10/15/13 - 1/22/13		JOB #111083-HUBER
SHEET SIZE: 18"X24"	SHEET #: 1 OF 1	SCALE: 1"=60'

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

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. ALLEGHANY COUNTY GIS WEBSITE USED TO IDENTIFY 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. BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTY APPEARS TO BE INSIDE OF THE 1% ANNUAL CHANCE FLOODPLAIN (ZONE AE) AS DETERMINED BY THE F.E.M.A. MAP#3711401000J DATED 08/02/09.
7. 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.
8. GRID COORDINATES AND BEARINGS WERE DERIVED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS THAT WERE OBSERVED ON (11/06/11) AND WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS (CLASS A HORIZONTAL AND CLASS C VERTICAL) AT THE 95% CONFIDENCE LEVEL USING GPS L1 STATIC OBSERVATIONS WITH MAGELLAN PROMARK3 RECEIVERS.
9. ALL EXISTING FENCES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
10. THE STATE OF NORTH CAROLINA RESERVES THE RIGHT TO USE A 12' WIDE NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF INGRESS, EGRESS AND INGRESS FROM PATHS AND ROADS, WHICH ARE SHOWN HEREON IN APPROXIMATE LOCATIONS, FOR ACCESS TO CONSERVATION EASEMENT AREAS. SEE SECTION IIIA IN THE CONSERVATION EASEMENT AGREEMENT.
11. SUBJECT TO AN EXISTING GRANT OF CONSERVATION EASEMENT BY AND BETWEEN FRANCES R. HUBER AND BLUE RIDGE RURAL LAND TRUST AS DESCRIBED IN DB:281 PG:1338.
12. WETLAND AREA WAS DELINEATED BY WALDLANDS ENGINEERING, INC.

LEGEND:

◆	CALCULATED POINT (NOT SET)		BOUNDARY LINE
⊛	EXISTING IRON PIN (AS NOTED)		BOUNDARY LINE NOT SURVEYED
○	CONSERVATION EASEMENT CORNER (5/8" REBAR WITH EEP CAP SET)		TIE LINE ONLY
			ADJOINING DEED LINES
	SET 1" IRON PIPE W/CAP (SIP)		RIGHT OF WAY (R/W)
	NCGS MONUMENT	—X—	FENCE LINE
▲	EXISTING RAILROAD SPIKE	—OH—	OVERHEAD WIRE
	UTILITY POLE		EXISTING STREAM
	NOT TO SCALE (NTS)	CE	CONSERVATION EASEMENT (CE) AREA
IP	IRON PIPE	GRAVEL	GRAVEL
RRS	RAILROAD SPIKE	SOIL ROADBED	SOIL ROADBED/ACCESS PATH
RBR	REBAR		
COR	CORNER		EXISTING WATERING STATION OR WELL
DB:	DEED BOOK	NCGS	NORTH CAROLINA GEODETIC SURVEY
PB:	PLAT BOOK	N.A.D.	NORTH AMERICAN DATUM 1983
PG:	PAGE	NCDOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
RCP	REINFORCED CONCRETE PIPE		
SR	STATE ROAD	SPC	STATE PLANE COORDINATES
PL	PROPERTY LINE	POB	POINT OF BEGINNING

NCGS STATION "9 WCE"
NAD 83(2007) SPC'S:
CZ 0401-09
EPOCH DATE:2002
N 1006331.55 FEET
E 1413357.04 FEET
2-27782 FEET
COMBINED FACTOR: 9999906

0' 60' 120' 180'
ONE INCH = SIXTY FEET

0362
0130

Exhibit: A

con+'d

A Conservation Easement for
The State of North Carolina,
NC Department of Administration,
Ecosystem Enhancement Program,
Little Pine III-Huber Stream Restoration Project
SPO FILE NUMBER: (003-ZO) EEP PROJECT ID: (94903)

The following conservation easement area is located off of Big Oak Road (SR # 1454) within the Glade Creek Township, Alleghany County, North Carolina and being on a portion of that property described as Tract 1 in Deed Book 174 Page 154 as recorded in the Alleghany County Register of Deeds and being more particularly described as follows:

Conservation Easement Area: 6.24 Acres

BEGINNING AT A 5/8" REBAR SET WITH AN EEP CAP (CORNER 1), said rebar being in the common line of Deed Book 191 Page 765 and Deed Book 174 Page 154, and located S 41°52'58" E a distance of 498.02 feet from a 1" iron pipe set with a Kee cap in the southern margin of a 50 foot wide right-of-way for Big Oak Road (SR # 1454) as recorded in Deed Book 181 Page 409 of the Alleghany County Register of Deeds.

Thence with the aforesaid common line and the conservation easement area S 41°52'58" E the following (3) distances:

(1) 191.13 feet to a 5/8" rebar set with an EEP cap (corner 2) in the margin of a 20 foot wide stream crossing;
(2) 60.38 feet to a 5/8" rebar set with an EEP cap (corner 3) in the margin of said 20 foot wide stream crossing;
(3) 78.90 feet to an existing 1/2" rebar (corner 4) at a 40"maple and fence corner, said rebar being located S 39°04'49" W a distance of 414.91 feet from an existing 1/2" rebar;

Thence leaving aforementioned common line and continuing with the conservation easement area S 39°04'33" W the following (3) distances;

(1) 35.16 feet to a 5/8" rebar set with an EEP cap (corner 5) in the margin of a 20 foot wide stream crossing;
(2) 20.25 feet to a 5/8" rebar set with an EEP cap (corner 6) in the margin of a 20 foot wide stream crossing;
(3) 114.55 feet to a 5/8" rebar set with an EEP cap (corner 7);

Thence continuing with the conservation easement area the following (2) courses and distances;

(1) N 84°16'27" W a distance of 588.09 feet to a 5/8" rebar set with an EEP cap (corner 8);
(2) N 63°25'13" W a distance of 348.10 feet to a 5/8" rebar set with an EEP cap (corner 9) in the eastern margin of a 30 foot wide stream crossing;

Thence continuing with the conservation easement area N 86°09'07" W the following (2) distances;

(1) 30.07 feet to a 5/8" rebar set with an EEP cap (corner 10) in the western margin of a 30 foot wide stream crossing;
(2) 174.37 feet to a 5/8" rebar set with an EEP cap (corner 11), said rebar being located S 27°06'57" E a distance of 56.34 feet from an existing railroad spike in the bridge over Little Pine Creek;

Thence continuing with the conservation easement area the following (5) courses and distances;

(1) N 00°51'54" W a distance of 48.48 feet to a calculated point in the centerline of Little Pine Creek;
(2) With a curve to the right having a radius of 128.10 feet, an arc length of 75.14 feet, a chord bearing of N 20°03'56" E and a chord length of 74.07 feet to a 5/8" rebar set with an EEP cap (corner 12);
(3) N 78°27'50" E a distance of 39.27 feet to a 5/8" rebar set with an EEP cap (corner 13);
(4) N 69°44'58" E a distance of 40.35 feet to a 5/8" rebar set with an EEP cap (corner 14);
(5) N 54°06'51" E a distance of 25.11 feet to a 5/8" rebar set with an EEP cap (corner 15);

Thence continuing with the conservation easement area S 81°17'24" E the following (3) distances;

(1) 53.21 feet to a 5/8" rebar set with an EEP cap (corner 16) in the western margin of a 30 foot wide stream crossing;
(2) 30.35 feet to a 5/8" rebar set with an EEP cap (corner 17) in the eastern margin of a 30 foot wide stream crossing;
(3) 619.63 feet to a 5/8" rebar set with an EEP cap (corner 18);

Thence continuing with the conservation easement area N 59°11'38" E the following (3) distances;

(1) 133.12 feet to a 5/8" rebar set with an EEP cap (corner 19) in the margin of a 20 foot wide stream crossing;
(2) 20.00 feet to a 5/8" rebar set with an EEP cap (corner 20) in the margin of a 20 foot wide stream crossing;
(3) 45.44 feet to the TRUE POINT OF BEGINNING;

Being all of that area of land containing 6.24 Acres, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for: The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program, Little Pine III"; on the property of Frances R. Huber; Job# 111083-Huber. 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 10/15/12-01/22/13 and under the supervision of Phillip B. Kee, NC PLS (License # L-4647).

TOGETHER WITH the right to use a 12 foot wide non-exclusive easement for the purpose of ingress, egress and regress to the conservation easement areas as shown and described on the above referenced plat of survey prepared by Kee Mapping and Surveying, PA and being more particularly described in Section IIIA of the conservation easement agreement.