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FILED
ALLEGHANY COUNTY
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REGISTER OF DEEDS

FILED	Jun 14, 2012
AT	03:55:57 pm
BOOK	00351
START PAGE	0283
END PAGE	0295
INSTRUMENT #	01142
EXCISE TAX	$316.00

BK:00351 PG:0283

STATE OF NORTH CAROLINA
ALLEGHANY COUNTY

CONSERVATION EASEMENT
AND RIGHT OF ACCESS

SPO File Number: 003-ZR
EEP Site ID: 94903
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

4011 21 5796

TAX INFORMATION RECORDED
ALLEGHANY TAX COLLECTOR
Sherry Roberts 6/14/12

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, pursuant to the provisions of N.C. General Statutes Chapter 121, Article 4 and made this 14 day of June, 2012, by Jeffrey C. Anders and wife, Wilma T. Anders, ("**Grantor**"), whose mailing address is 364 Pine Brook Road , Ennice, NC 28623, to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

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

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

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

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District, entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognized that the Ecosystem Enhancement Program was to provide for compensatory mitigation by effective restoration and protection of the land, water and natural resources of the State; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Glade Creek Township, Alleghany County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately **115** acres and being conveyed to the Grantor by deed as recorded in **Deed Book 342 at Page 1148 and 10.203 acres conveyed** in **Deed Book 344 at** Page **656** 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 included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of **Little Pine Creek III.**

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement along with a general Right of Access.

The Easement Area consists of the following:

Area A containing a total of **4.88 acres**, Area B **16.00** Area C containing **.20** acres shown on the plats totaling **21.08 acres**. of survey entitled "Conservation Easement Survey for The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program, Project Name: Little Pine Creek III SPO File No. 003-ZR, EEP Site No.94903, Property of Jeffery Anders," survey dated 10/19/2011 - 02/16/2012 by Brad Kee, Kee Mapping and Surveying PLS Number C-3039 and recorded in the Alleghany County, North Carolina Register of Deeds at **Plat Book** 10 **Pages** 255 **.**

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

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

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

B. Motorized Vehicle Use. Motorized vehicle use in the easement area is prohibited except within the 20' feet wide and 30' feet wide crossings shown on the recorded survey plat Conservation Easement Survey for The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program , Project Name: Little Pine Creek III, SPO File No. 003-ZR, EEP Site No.94903, Property of Jeffery Anders," survey dated 10/19/2011 - 02/16/2012 by Brad Kee, Kee Mapping and Surveying PLS Number C-3039 and recorded in the Alleghany County Register of Deeds.

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

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

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

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

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

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

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

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

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

L. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production on the Property.

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

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

O. Stream Crossings. The Grantor hereby reserves the right to cross the stream, with farm equipment or vehicles, at two (2) ford crossing areas, as depicted on the plat entitled Conservation Easement Survey for The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program , Project Name: Little Pine Creek III, SPO File No. 003-ZR, EEP Site No.94903, Property of Jeffery Anders," survey dated 10/19/2011 - 02/16/2012 by Brad Kee, Kee Mapping and Surveying PLS Number C-3039 and recorded in the Alleghany County Register of Deeds.

Livestock shall be excluded from this crossings except when moving from one side of the conservation easement to the other and when under direct supervision of Grantor, successors, or assigns. Grantor reserves the rights to construct, maintain, and gain access to, at Grantor's expense, up to two (2) stream crossings, each being no greater than the one illustrated as 20' feet wide, and the second crossing shown as 30' feet wide, and each of which shall conform to all applicable federal, state, and local laws, rules and regulations as permitted. Crossings shall be constructed across the conservation easement and the stream in a perpendicular manner, and in a manner that maintains water quality and minimizes disturbance.

P. 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.

II. GRANTEE RESERVED USES

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

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

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

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features in the Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor-in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or Otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

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

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control,

including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, or damage to the Property resulting from such causes.

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Easement Area, and the right of quiet enjoyment of the Easement Area

TO HAVE AND TO HOLD, the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

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

Jeffrey C. Anders (SEAL)
Jeffrey C. Anders

Wilma T. Anders (SEAL)
Wilma T. Anders (Spouse)

NORTH CAROLINA
COUNTY OF Alleghany

I, Jean R. Osborne a Notary Public in and for the County and State aforesaid, do hereby certify that Jeffrey C. Anders and wife, Wilma T. Anders 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 14 day of June, 2012.

Jean R. Osborne
Notary Public

My commission expires:
June 12, 2015

JEAN R. OSBORNE
Notary Public
Alleghany County, NC

Legal Description

A Conservation Easement for
The State of North Carolina,
NC Department of Administrations,
Ecosystem Enhancement Program,
Little Pine III-Anders

SPO FILE NUMBER: (003-ZR) *EEP PROJECT ID: (94903)* *DATE: (05/17/12)*

These Conservation Easements are located off of Barrett Road (S.R. 1422) within the Glade Creek Township, Alleghany County, North Carolina and being portions of the properties recorded in Deed Book 342 Page 1146 and Deed Book 344 Page 655 in the Alleghany County Register of Deeds and being more particularly described as follows:

Conservation Easement (Area A): 4.88 Acres

Beginning at corner 1 of Area A (the eastern most corner of Deed Book 186 Page 676), being a #4 rebar at a 48" maple stump located S 63°47'55" E a distance of 199.33 feet from an existing #4 rebar disturbed in the common line of Deed Book 186 Page 676 found in the Alleghany County Register of Deeds.

Thence with the boundary of the conservation easement area the following courses and distances:

(1) S 04°21'59" W a distance of 346.78 feet to a 5/8" rebar set with EEP cap (corner 2);
(2) S 43°08'34" W a distance of 163.83 feet to a 5/8" rebar set with EEP cap (corner 3);
(3) S 11°34'18" W a distance of 220.90 feet to a 5/8" rebar set with EEP cap (corner 4);
(4) S 38°53'48" W a distance of 352.94 feet to a 5/8" rebar set with EEP cap (corner 5);
(5) S 29°33'57" W a distance of 194.94 feet to a 5/8" rebar set with EEP cap (corner 6);
(6) S 71°03'07" W a distance of 248.12 feet to a 5/8" rebar set with EEP cap (corner 7);
(7) S 09°51'28" E a distance of 640.12 feet to a 5/8" rebar set with EEP cap (corner 8);
(8) N 60°00'21" W a distance of 107.68 feet to a calculated point in the branch (corner 9).

Thence up and with the meanders of the branch and the common line of Tract 2, Deed Book 159 Page 101 the following courses and distances:

(9) N 06°47'13" W a distance of 32.31 feet to calculated point;
(10) N 19°39'38" W a distance of 60.72 feet to calculated point;
(11) N 23°55'48" E a distance of 44.70 feet to calculated point;
(12) N 19°42'47" W a distance of 113.57 feet to calculated point;
(13) N 12°51'26" E a distance of 67.46 feet to calculated point;
(14) N 24°44'19" W a distance of 89.84 feet to calculated point;

(15) N 01°28'49" W a distance of 42.52 feet to calculated point;
(16) N 24°31'39" W a distance of 50.61 feet to calculated point;
(17) N 08°17'45" E a distance of 37.40 feet to calculated point;
(18) N 08°31'13" W a distance of 59.38 feet to calculated point;
(19) N 32°14'23" E a distance of 43.29 feet to calculated point;
(20) N 01°40'00" W a distance of 18.65 feet to a calculated point in the branch (corner 10).

Thence leaving the branch and continuing with the common line of Tract 1, Deed Book 159 Page 101 and the conservation easement boundary the following courses and distances:

(21) N 44°56'18" W a distance of 34.50 feet to a 1" iron pipe set with Kee cap in a pine stump (corner 11);
(22) N 38°25'28" E a distance of 102.55 feet to a 1" iron pipe set with Kee cap at a spring head and old stump (corner 12);
(23) N 62°48'33" E a distance of 154.39 feet to a 34" Pine (corner 13);
(24) N 43°23'10" E a distance of 465.58 feet to a 1" iron pipe set with Kee cap (corner 14);
(25) N 02°20'18" E a distance of 196.31 feet to a 1" iron pipe set with Kee cap in the common line of Tract 1, Deed Book 159 Page 101 and Deed Book 186 Page 676 (corner 15).

Thence with the common line of Deed Book 186 Page 676 the following two courses and distances:

(26) N 88°35'14" E a distance of 92.00 feet to an existing #3 rebar (corner 16);
(27) N 23°16'07" E a distance of 486.96 feet to the point of beginning.

Conservation Easement (Area B): 16.20 Acres

Beginning at corner 17 of Area B, being a 5/8" rebar set with EEP cap in the common line of Deed Book 107 Page 632, which is located S 16°00'21" E a distance of 299.32 feet from an existing 1" iron pipe at a fence corner. Thence with the boundary of the conservation easement area the following courses and distances:

(1) N 15°51'45" E a distance of 142.93 feet to a 5/8" rebar set with EEP cap in the southern margin of a 20' wide stream crossing (corner 18);
(2) N 15°51'45" E a distance of 20.02 feet to a 5/8" rebar set with EEP cap in the northern margin of said stream crossing (corner 19);
(3) N 15°51'45" E a distance of 394.04 feet to a 5/8" rebar set with EEP cap (corner 20);
(4) N 36°50'54" E a distance of 244.19 feet to a 5/8" rebar set with EEP cap (corner 21);
(5) N 46°10'19" E a distance of 527.02 feet to a 5/8" rebar set with EEP cap (corner 22);
(6) S 79°43'56" E a distance of 234.86 feet to a 5/8" rebar set with EEP cap (corner 23);
(7) N 49°17'58" E a distance of 331.25 feet to a 5/8" rebar set with EEP cap in the southern margin of a 30' wide stream crossing (corner 24);
(8) N 15°27'07" E a distance of 33.9 feet to a 5/8" rebar set with EEP cap in the northern margin of said stream crossing (corner 25);
(9) N 15°27'07" E a distance of 221.06 feet to a 5/8" rebar set with EEP cap (corner 26);
(10) N 25°05'03" E a distance of 267.84 feet to a 5/8" rebar set with EEP cap (corner 27);

(11) N 19°22'31" E a distance of 174.54 feet to a 5/8" rebar set with EEP cap (corner 28);
(12) N 01°58'53" E a distance of 277.32 feet to a 5/8" rebar set with EEP cap in the common line of Deed Book 105 Page 343 (corner 29).

Thence with the common line of Deed Book 105 Page 343 the following course and distance:

(13) S 89°01'16" E a distance of 23.25 feet to a #4 rebar in a Double Maple (corner 30).

Thence with the common line Deed Book 344 Page 655 the following course and distance:

(14) S 33°15'35" E a distance of 269.79 feet to a 5/8" rebar set with EEP cap (corner 32);

Thence continuing with the conservation easement boundary the following courses and distances:

(15) S 22°57'17" W a distance of 302.51 feet to a 5/8" rebar set with EEP cap (corner 33);
(16) S 13°39'05" W a distance of 224.23 feet to a 5/8" rebar set with EEP cap (corner 34);
(17) S 21°24'28" W a distance of 314.54 feet to a 5/8" rebar set with EEP cap (corner 35);
(18) S 21°24'28" W a distance of 32.31 feet to a 5/8" rebar set with EEP cap (corner 36);
(19) S 54°18'59" W a distance of 425.49 feet to a 5/8" rebar set with EEP cap (corner 37);
(20) S 74°56'01" W a distance of 175.12 feet to a 5/8" rebar set with EEP cap (corner 38);
(21) S 45°50'03" W a distance of 386.09 feet to a 5/8" rebar set with EEP cap (corner 39);
(22) S 34°42'12" W a distance of 262.53 feet to a 5/8" rebar set with EEP cap (corner 40);
(23) S 15°09'36" W a distance of 303.60 feet to a 5/8" rebar set with EEP cap (corner 41);
(24) S 15°09'36" W a distance of 20.04 feet to a 5/8" rebar set with EEP cap (corner 42);
(25) S 15°09'36" W a distance of 66.06 feet to a 5/8" rebar set with EEP cap (corner 43);
(26) N 66°44'05" E a distance of 604.72 feet to a 5/8" rebar set with EEP cap (corner 44);
(27) S 63°12'07" E a distance of 134.27 feet to a 5/8" rebar set with EEP cap (corner 45);
(28) S 02°19'41" W a distance of 107.42 feet to a 5/8" rebar set with EEP cap (corner 46);
(29) S 88°17'58" W a distance of 196.84 feet to a 5/8" rebar set with EEP cap (corner 47);
(30) S 56°36'04" W a distance of 203.51 feet to a 5/8" rebar set with EEP cap (corner 48);
(31) S 10°07'07" E a distance of 175.64 feet to a 5/8" rebar set with EEP cap in the common line of Deed Book 107 Page 632 (corner 49).

Thence with the common line of Deed Book 107 Page 632 the following two courses and distances:

(32) N 83°00'21" W a distance of 535.72 feet to a 1" iron pipe set with Kee cap (corner 50);
(33) N 16°00'21" W a distance of 160.42 feet to the point of beginning.

Conservation Easement (Area C): 0.20 Acres

Beginning at corner 30 of Area C (the westernmost corner of Deed Book 344 Page 655), being #4 rebar in a Double Maple in the common line of Deed Book 105 Page 343 found in the Alleghany County Register of Deeds, which is located S 89°01'16" E a distance of 23.25 feet from a 5/8" rebar set with EEP cap, corner 29 of conservation easement Area B.

Thence with the boundary of the conservation easement area and the common line of Deed Book 105 Page 343 the following course and distance:

(34) S 89° 01' 27" E a distance of 77.63 feet to a rebar set with EEP cap in the common line of Deed Book 105 Page 343 (corner 31).

Thence with the boundary of the conservation easement area the following course and distance:

(35) S 17°24'52" E a distance of 235.05 feet to a 5/8" rebar set with EEP cap (corner 32).

Thence with the boundary of the conservation easement (Area B and Area C) and the common line of Deed Book 344 Page 655 and Deed book 342 Page 1146 the following course and distance:

(36) N 33°15'35" W a distance of 269.79 feet to the point of beginning.

Being all of those certain tracts of land as shown on 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-Anders Project; Job# 111083-Anders, by Kee Mapping and Surveying, PA between the dates of 10/19/11-02/16/12; under the supervision of Phillip B. Kee, PLS NC-4647.

Total* Conservation *Easement Area: 21.08 Acres