

BK: CRP 770

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EASEMENT

RECORDED:

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2017002230

YANCEY COUNTY, NC

SUSAN JOBE

REGISTER OF DEEDS

NC FEE \$26.00  
NO TAXABLE  
CONSIDERATION

Total: \$26.00

## PERMANENT CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") made this 27<sup>th</sup> day of JUNE, 2017 by **Environmental Banc & Exchange, LLC**, a Maryland limited liability company ("Grantor"), whose mailing address is 5020 Montrose Blvd., Suite 650, Houston, TX 77006, to **Unique Places to Save**, a North Carolina nonprofit corporation with its principal place of business located at 500 Westover Drive, No. 8850, Sanford, North Carolina 27330 ("Grantee").

The designation 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.

### RECITALS

WHEREAS, Grantor owns in fee simple certain real property situated, lying and being in Yancey County, North Carolina, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, Grantee is a nonprofit, tax-exempt corporation, qualified under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code and a "qualified organization" as defined by Section 170(h)(3) of the Code, whose purpose includes the conservation of real property, and is qualified to be a holder of a conservation easement pursuant to N.C. Gen. Stat. § 121-35;

WHEREAS, Grantor and Grantee recognize the conservation, scenic, natural, or aesthetic value of the property in its natural state, which includes the following natural communities: stream and associated buffers. The purpose of this Conservation Easement is to maintain stream and/or riparian resources and other natural values on a portion of the Property, consisting of approximately 16.044 acres, more or less, and being more particularly described in Exhibit B attached hereto and incorporated herein by reference (hereinafter referred to as the "Conservation Area"), and prevent the use or development of the Conservation Area for any purpose or in any manner that would conflict with the maintenance of the Conservation Area in its natural condition.

WHEREAS, the preservation of the Conservation Area is required as part of a French Broad River basin water quality improvement project, implemented by Resource Environmental Solutions, LLC ("RES"), pursuant to its directive from a Mitigation Order, entered on September 10, 2015 by the United States District Court for the Eastern District of North Carolina, and associated Implementation Plan, which Mitigation Order and Implementation Plan obligate RES to implement mitigation measures and water quality improvement projects throughout selected river basins, including the French Broad, in the State of North Carolina.

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor hereby unconditionally and irrevocably grants and conveys unto Grantee, its heirs, successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Conservation Area, together with the right to preserve and protect the conservation values thereof, as follows:

ARTICLE I  
DURATION OF EASEMENT

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

ARTICLE II  
PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Conservation Area inconsistent with the purpose of this Conservation Easement is prohibited. The Conservation Area shall be preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Conservation Area.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A. Disturbance of Natural Features. Any change disturbance, alteration or impairment of the natural features of the Conservation Area or any active or physical introduction of non-native plants and/or animal species is prohibited.

B. Construction. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock or any other temporary or permanent structure or facility on or above the Conservation Area. Notwithstanding the foregoing, deer stands, bat boxes, bird nesting boxes and bird feeders are permitted to be located within the Conservation Area.

C. Industrial, Commercial and Residential Use. Industrial, residential and/or commercial activities, including any right of passage for such purposes are prohibited.

D. Agricultural, Grazing and Horticultural Use. Agricultural, grazing, animal husbandry, and horticultural use of the Conservation Area are prohibited. Should livestock be introduced, or reintroduced to the Property, adequate measures, including fence installation/erection around the Conservation Area and at stream crossings or breaks in the Conservation Area, shall be taken by the Grantor, or Grantor's successors and assigns, to prevent livestock access to the Conservation Area.

E. Vegetation. There shall be no removal, burning, destruction, harming, cutting or mowing of trees, shrubs, or other vegetation on the Conservation Area except for pruning, cutting or removal for:

- a. safety purposes; or
- b. control in accordance with accepted scientific forestry management practices for diseased or dead vegetation; or
- c. control of non-native species and noxious weeds; or
- d. scientific or nature study; or
- e. maintaining, without enlarging or modifying, existing roads, trails or walkways; or
- f. establishing a walking path, in accordance with paragraph F. herein.

F. Roads and Trails. Except as provided herein, there shall be no construction of roads, trails or walkways on the Conservation Area; nor enlargement or modification to existing roads, trails or walkways. A three (3) foot wide walking path of reasonable length may be established in the Conservation Area, and may be maintained by hand clearing. The use of herbicides and mechanized equipment to clear, establish or maintain the walking path is expressly prohibited. The use of mechanized vehicles on the walking path is expressly prohibited.

G. Signage. No signs shall be permitted on or over the Conservation Area, except the posting of "no trespassing" signs, boundary demarcation signs, signs (with Grantee identification), signs identifying the conservation values of the Conservation Area, signs giving directions or prescribing rules and regulations for the use of the Conservation Area and/or signs identifying the Grantor as owner of the Conservation Area.

H. Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Conservation Area is prohibited.

I. Excavation, Dredging or Mineral Use. There shall be no grading, filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Conservation Area, except to restore natural topography or drainage patterns.

J. Water Quality and Drainage Pattern. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting or causing or permitting the diversion of surface or underground water into, or out of, the Conservation Area by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Area is prohibited.

K. Development Rights. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

L. Vehicles. The operation of mechanized vehicles, including, but not limited to, motorcycles, dirt bikes, all-terrain vehicles, cars and trucks is prohibited in the Conservation Area.

M. Other Prohibitions. Any other use of, or activity on, the Conservation Area which is, or may become, inconsistent with the purposes of this grant, the preservation of the Conservation Area substantially in its natural condition, or the protection of its environmental systems, is prohibited.

### ARTICLE III GRANTOR'S RESERVED RIGHTS

The Grantor expressly reserves for himself, his personal representatives, heirs, successors or assigns, the right to continue the use of the Conservation Area for all purposes not inconsistent with this Conservation Easement, including, but not limited to, the right to quiet enjoyment of the Conservation Area, the rights of ingress and egress, the right to hunt, fish, and hike on the Conservation Area, the right to sell, transfer, gift or otherwise convey the Conservation Area, in whole or in part, provided such sale, transfer or gift conveyance is subject to the terms of, and shall specifically reference, this Conservation Easement.

Notwithstanding the foregoing prohibited and restricted activities, Grantor reserves for Grantor, its successors and assigns, the right to construct stream mitigation on the Conservation Area, in accordance with the Mitigation Order dated September 2015, associated Implementation Plan, and the Knob Creek Final Restoration Plan approved March 2017.

### ARTICLE IV GRANTEE'S RIGHTS

Grantor grants to Grantee, its authorized representatives, successors and assigns the right to enter upon and across the Property to access the Conservation Area at all reasonable times, and in such reasonable locations as preferred by Grantor, for the purposes of inspecting said property to determine if the Grantor, or his personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement and to make scientific or educational observations. When practicable, Grantee shall provide reasonable advance notice to Grantor, or his personal representatives, heirs, successors, or assigns prior to entering upon the Conservation Area and upon and across the Property to access the Conservation Area. The rights granted herein do not include public access rights.

### ARTICLE V ENFORCEMENT AND REMEDIES

A. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity on, or use of, the Conservation Area that is inconsistent with the purposes of this

Conservation Easement and to require the restoration of such areas or features of the Conservation Area that may be damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall notify the Grantor in writing of such breach. The Grantor shall have 30 days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after 30 days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including seeking damages, injunctive and other relief. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of this Conservation Easement irreversibly or otherwise materially impairs, or would do so if continued, the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances, damage to the Grantee would be irreparable and remedies at law would be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement. The costs of a breach, correction or restoration, including the Grantee's expenses, court costs, and attorneys' fees, shall be paid by Grantor, provided Grantor is determined to be responsible for the breach.

B. No failure on the part of the Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

C. 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 Area resulting from (i) causes beyond the Grantor's control, including, without limitation, fire, flood, storm, war, acts of God or third parties, excepting acts by Grantor's lessees or invitees, which acts shall not be construed to be beyond the Grantor's control; or (ii) any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Conservation Area resulting from such causes.

#### ARTICLE VI MISCELLANEOUS

A. Warranty. Grantor warrants, covenants and represents that it owns the Conservation Area in fee simple, and that Grantor either owns all interests in the Conservation Area which may be impaired by the granting of this Conservation Easement or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Conservation Area, except for those that have been expressly subordinated, or those in which the holder or beneficiary of such has expressly and adequately consented, to this Conservation Easement. Grantor further warrants that Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement, and that Grantor will warrant and defend title to the Conservation Area against the claims of all persons.

B. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Conservation Area. The Grantor agrees to provide written notice to Grantee of such transfer at least thirty (30) days prior to the date of the transfer. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Conservation Area, or any portion thereof, and shall not be amended, modified or terminated without the prior written consent and approval of the Grantee and RES.

C. Assignment. The Grantor and Grantee recognize and agree that the benefits of this Conservation Easement are in gross and assignable, to the extent provided herein. In the event this Conservation Easement is transferred or assigned, the organization receiving the interest shall be a qualified easement holder under N.C. Gen. Stat. § 121-35 et seq. and § 170(h) of the Internal Revenue Code, or then existing applicable laws, and the terms of the transfer or assignment shall be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this Conservation Easement.

- a. Involuntary Transfer. If the Grantee ever ceases to exist or qualify to be an easement holder under N.C. Gen. Stat. § 121-35 et seq. and § 170(h) of the Internal Revenue Code, or then existing applicable laws, a court with jurisdiction shall transfer the Conservation Easement to another organization having similar purposes, that is qualified under Section 170(h) of the Code, the Land Use Easement Act, the Land Conservation Incentives Act,

and other applicable state law, and which agrees to monitor the Conservation Easement and enforce its terms. With regard to its selection of such transferee, the transferring court shall give due consideration to the input and preference of the Grantor or Grantor's successor-in-interest and shall select any organization, qualified herein, that is preferred by Grantor or Grantor's successor-in-interest. Any transferee shall be subject to the limitations contained in this Conservation Easement.

- b. Voluntary Assignment. If the Grantee ever chooses to voluntarily assign the Conservation Easement, the Grantee shall notify the Grantor or Grantor's successor-in-interest in writing in advance of such assignment, and the Grantor or Grantor's successor-in-interest shall have at least sixty (60) days from receipt of notification in which to approve of the successor organization, which approval shall not be unreasonably withheld, or deliver any alternative preferences the Grantor or Grantor's successor-in-interest may have regarding a successor organization. The Grantee shall give due consideration to Grantor's preferences for a successor organization and shall select any organization, qualified herein and reasonably acceptable to the Grantee, that is preferred by the Grantor or Grantor's successor-in-interest. The Conservation Easement may only be assigned to another organization having similar purposes, that is qualified under N.C. Gen. Stat. § 121-35 et seq. and § 170(h) of the Internal Revenue Code, or then existing applicable laws, and which agrees to monitor the Easement and enforce the terms of this Conservation Easement. Any assignee shall be subject to the limitations contained in this Conservation Easement.

D. Entire Agreement and Severability. This instrument sets forth the entire agreement of the Grantor and Grantee 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 void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

E. Obligations of Ownership. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Conservation Area. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Conservation Area, except as expressly provided herein. 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 any rights reserved by the Grantor.

F. Extinguishment. In the event that changed conditions render impossible the continued use of the Conservation Area for the conservation purposes, this Conservation Easement may only be extinguished, in whole or in part, by judicial proceeding.

G. Eminent Domain. Whenever all or part of the Conservation Area is taken in the exercise of eminent domain so as to substantially abrogate the prohibitions and restrictions imposed by this Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking, and all incidental and direct damages due to the taking.

H. Proceeds. This Conservation Easement constitutes a real property interest immediately vested in Grantee. In the event that all or a portion of this Conservation Area is sold, exchanged, or involuntarily converted following an extinguishment or the exercise of eminent domain, Grantee shall be entitled to the fair market value of this Conservation Easement. The Grantor and Grantee stipulate that the fair market value of this Conservation Easement shall be determined by multiplying the fair market value of the Conservation Area, if it were unencumbered by this Conservation Easement, by twenty percent (20.0%). Grantee shall use its share of the proceeds in a manner consistent with the purposes of this Conservation Easement.

I. Notification. Any notice or other communication required by this Conservation Easement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the addresses listed below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

**To Grantor:**

Environmental Banc & Exchange, LLC  
302 Jefferson Street, Suite 110  
Raleigh, NC 27605  
Attn: Judson Smith

**To Grantee:**

Unique Places to Save  
500 Westover Drive, #8850  
Sanford, NC 27330  
Attn: David Harper

**To Resource Environmental Solutions, LLC ("RES"):**

5020 Montrose Blvd., Suite 650  
Houston, TX 77006  
Attn: Sam Burley

J. Failure of Grantee. If at any time Grantee is unable or fails to enforce this Conservation Easement, or if Grantee ceases to be a qualified grantee, and if within a reasonable period of time after the occurrence of one of these events Grantee fails to make an assignment pursuant to this Conservation Easement, then the Grantee's interest shall become vested in another qualified grantee in accordance with an appropriate proceeding in a court of competent jurisdiction.

K. Amendment. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the conservation purposes of this grant.

L. Present Condition of the Conservation Area. The streams, scenic, resource, environmental, and other natural characteristics of the Conservation Area, and its current use and state of improvement, are described in the Knob Creek Final Restoration Plan dated March 2017, and acknowledged by the Grantee to be complete and accurate as of the date hereof. Grantee has copies of this plan. It will be used by the parties to assure that any future changes in the use of the Conservation Area will be consistent with the terms of this Conservation Easement. However, this plan is not intended to preclude the use of other evidence to establish the present condition of the Conservation Area if there is a controversy over its use.

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

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

*[Signatures of the Grantor and Grantee to follow.]*

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

**GRANTOR:**

By: Environmental Banc & Exchange, LLC, a Maryland limited liability company

By: Resource Environmental Solutions, LLC, its Manager

By: *Elliott M. Bouillion*

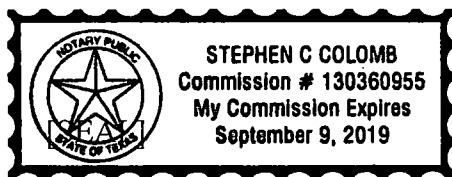
Name: Elliott M. Bouillion

Title: President and CEO

STATE OF TEXAS  
COUNTY OF HARRIS

I, a Notary Public of the State and County aforesaid, do hereby certify that Elliott M. Bouillion personally appeared before me this day and acknowledged that he is the president and chief executive officer of Resource Environmental Solutions, LLC, Manager of Environmental Banc & Exchange, LLC, and that by authority duly given and as the act of Environmental Banc & Exchange, LLC, the Grantor, he signed the foregoing Conservation Easement in its name, on its behalf and as its act and deed for the purposes stated herein.

Witness my hand and official stamp or seal, this the 27th day of June, 2017.



*Stephen C. Colomb*  
Signature of Notary Public

Stephen C. Colomb  
Printed Name of Notary Public

My commission expires: 9/9/2019

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

**GRANTEE:**

UNIQUE PLACES TO SAVE, a North Carolina nonprofit corporation

By: [Signature]

Name: Erik Lensch

Title: Board Chair

STATE OF NC  
COUNTY OF Orange

I, a Notary Public of the State and County aforesaid, do hereby certify that Erik Matthew Lensch personally appeared before me this day and acknowledged that he is the 31<sup>st</sup> of August, 2017 <sup>Board Chair</sup> of Unique Places to Save, a North Carolina non-profit corporation, and that by authority duly given and as the act of Unique Places to Save, he signed the foregoing Conservation Easement in its name, on its behalf and as its act and deed for the purposes stated herein.

Witness my hand and official stamp or seal, this the 31<sup>st</sup> day of August, 2017.

[Signature]  
Signature of Notary Public

Oscar Acevedo Montes  
Printed Name of Notary Public

My commission expires: 08/18/2018

[SEAL]  
Oscar Acevedo Montes  
NOTARY PUBLIC  
Durham County, NC  
My Commission Expires 08/18/2018



**Exhibit A**

**Legal Description of the Property**

Being that certain parcel of real property containing 112.959 acres, more or less, situated in Yancey County, North Carolina, identified as Parcel ID Number 9891-00-64-6436, and being more particularly described in Deed Book 759 at Page 302 of the Yancey County, North Carolina real property records.

**Exhibit B****Legal Description of the Conservation Area**

ALL OF THOSE CERTAIN PARCELS OF LAND, LYING AND BEING SITUATED IN THE TOWNSHIP OF CANE RIVER, COUNTY OF YANCEY, STATE OF NORTH CAROLINA, CONTAINING IN AGGREGATE +/- 16.044 ACRES (698,888 SQ FT.), AS SHOWN ON THE PLAT ENTITLED "CONSERVATION EASEMENT ENVIRONMENTAL BANC & EXCHANGE, LLC", PREPARED BY CHRISTOPHER L. COLE OF ASCENSION LAND SURVEYING, P.C., NCPLS L-5008, DATED 5-4-2017, PROJECT #17-02-06, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**EASEMENT "A"**

COMMENCING AT NCGS "YAN-17", HAVING COORDINATES ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM OF N:814927.52 E:996258.13; THENCE FROM NCGS "YAN-17" S 67-23-51 E 943.56' TO A SET #4 REBAR, THE POINT AND PLACE OF BEGINNING, THENCE S 80-38-23 E 64.05' TO A SET #4 REBAR; THENCE S-69-17-09-E 61.80' TO A SET #4 REBAR; THENCE S 65-59-39 E 220.83' TO A SET #4 REBAR; THENCE N 80-00-16 E 145.09' TO A SET #4 REBAR; THENCE N 84-36-55 E 86.41' TO A SET #4 REBAR; THENCE N 71-13-51 E 68.03' TO A SET #4 REBAR, SAID REBAR LYING S 08-39-27-E 55.73' FROM ANOTHER SET #4 REBAR BEING THE "POINT OF BEGINNING" OF EASEMENT "C"; THENCE S 72-23-12 E 129.22' TO A SET #4 REBAR, SAID REBAR LYING S 08-23-30 E 55.01' FROM THE MOST SOUTHEASTERN CORNER OF EASEMENT "C"; THENCE S 26-57-42 W 40.67' TO A SET #4 REBAR; THENCE S 38-19-47 W 53.12' TO A SET #4 REBAR; THENCE S 74-57-09 W 230.36' TO A SET #4 REBAR; THENCE S 41-07-08 E 168.24' TO A SET #4 REBAR; THENCE S 16-31-04 E 164.11' TO A SET #4 REBAR; THENCE S 66-19-56 E 162.93' TO A SET #4 REBAR; THENCE N 77-16-30 E 154.90' TO A SET #4 REBAR; THENCE N 86-36-22 E 155.39' TO A SET #4 REBAR; THENCE N 64-54-14 E 117.51' TO A SET #4 REBAR; THENCE S 81-22-22 E 251.46' TO A SET #4 REBAR, SAID REBAR LYING N 87-06-28 W 27.79' FROM THE "POINT OF BEGINNING" OF EASEMENT "B"; THENCE S 00-38-31 W 126.50' TO A SET #4 REBAR, SAID REBAR LYING S 81-08-52 W 30.86' FROM THE MOST SOUTHWESTERN CORNER OF EASEMENT "B"; THENCE S 43-54-51 W 165.96' TO A SET #4 REBAR; THENCE S 76-12-02 W 127.37' TO A SET #4 REBAR; THENCE N 86-20-49 W 199.36' TO A SET #4 REBAR; THENCE S 77-06-53 W 272.49' TO A SET #4 REBAR; THENCE N 59-48-48 W 307.30' TO A SET #4 REBAR; THENCE N 32-50-32 W 218.95' TO A SET #4 REBAR; THENCE N 32-45-56 W 64.73' TO A SET #4 REBAR; THENCE N 33-04-02 E 82.34' TO A SET #4 REBAR; THENCE N 42-20-17 W 315.03' TO A SET #4 REBAR; THENCE N 62-47-50 W 179.62' TO A SET #4 REBAR; THENCE N 11-56-08 E 87.30' TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 426,188 S.F. / +/-9.784 Acres

**EASEMENT "B"**

BEGINNING AT A SET #4 REBAR, THE POINT AND PLACE OF BEGINNING, SAID REBAR LYING S-87-06-28-E 27.79' FROM THE MOST EASTERN CORNER OF EASEMENT "A"; THENCE FROM THE POINT AND PLACE OF BEGINNING N 79-15-31 E 119.88' TO A SET #4 REBAR; THENCE N 71-57-21 E 170.57' TO A SET #4 REBAR; THENCE N 54-04-17 E 92.46' TO A SET #4 REBAR; THENCE N 51-04-51 E 93.85' TO A SET #4 REBAR; THENCE S 36-19-14 E 190.38' TO A SET #4 REBAR; THENCE S 60-27-13 W 233.24' TO A SET #4 REBAR; THENCE S 65-43-14 W 219.03' TO A SET #4 REBAR; THENCE N 70-00-44 W 145.49' TO A SET #4 REBAR; THENCE N 00-37-45 W 120.35' TO A SET #4 REBAR, BEING THE POINT AND PLACE OF BEGINNING

CONTAINING 90,548 S.F. / +/-2.079 Acres

**EASEMENT "C"**

BEGINNING AT A SET #4 REBAR, THE POINT AND PLACE OF BEGINNING, SAID REBAR LYING N 08-39-27 W 55.73' FROM A REBAR IN THE NORTHEASTERN LINE OF EASEMENT "A"; THENCE FROM THE POINT AND PLACE OF BEGINNING N 13-31-46 E 171.16' TO A SET #4 REBAR; THENCE N 17-45-59 E 220.69' TO A SET #4 REBAR; THENCE N 51-22-43 W 85.71' TO A SET #4 REBAR; THENCE N 02-01-57 E 195.18' TO A SET #4 REBAR; THENCE N 09-59-57 E 150.10' TO A SET #4 REBAR; THENCE S 83-41-40 E 158.07' TO A SET #4 REBAR; THENCE S 10-20-40 W 77.47' TO A SET #4 REBAR; THENCE S 01-15-26 W 164.19' TO A SET #4 REBAR; THENCE S 33-19-09 E 78.44' TO A SET #4 REBAR; THENCE S 27-38-46 E 32.93' TO A SET #4 REBAR; THENCE S 58-03-04 W 42.43' TO A SET #4 REBAR; THENCE S 13-12-29 W 79.26' TO A SET #4 REBAR; THENCE S 15-22-44 W 185.68' TO A SET #4 REBAR; THENCE S 13-45-52 W 187.02' TO A SET #4 REBAR; THENCE N 72-08-59 W 129.77' TO A SET #4 REBAR, BEING

**THE POINT AND PLACE OF BEGINNING.**

CONTAINING 119,408 S.F. / +/-2.741 Acres

**EASEMENT "D"**

**BEGINNING AT A SET #4 REBAR, THE POINT AND PLACE OF BEGINNING, SAID REBAR LYING N 40-42-08 E 83.87' FROM A REBAR IN THE EASTERN LINE OF EASEMENT "C"; THENCE FROM THE POINT AND PLACE OF BEGINNING N 13-04-28 E 140.78' TO A SET #4 REBAR; THENCE N 72-21-48 E 229.75' TO A SET #4 REBAR; THENCE N 34-39-30 E 54.86' TO A SET #4 REBAR; THENCE S 74-47-41 E 140.33' TO A SET #4 REBAR; THENCE S 03-48-51 W 135.72' TO A SET #4 REBAR; THENCE S 71-56-08 W 121.64' TO A SET #4 REBAR; THENCE S 85-00-33 W 166.55' TO A SET #4 REBAR; THENCE S 77-47-38 W 129.75' TO A SET #4 REBAR, BEING THE POINT AND PLACE OF BEGINNING.**

CONTAINING 62,744 S.F. / +/-1.440 Acres