



FOR REGISTRATION REGISTER OF DEEDS
ELIZABETH T COOPER
BURKE COUNTY, NC
2007 JAN 17 02:25:17 PM
BK:1632 PG.129-147 FEE \$65.00

INSTRUMENT # 2007000719

Prepared by Crescent Resources, LLC
400 S Tryon Street, Suite 1300
Charlotte, NC 28202

Mail to ~~S. Higgins~~ Susan S. Barbour,
~~Crescent Resources, LLC~~ McGuire, Wood & Bissette, PA
~~400 S. Tryon Street, Suite 1300~~ 48 Patton Avenue, Asheville, NC 28801
~~Charlotte, NC 28202~~

STATE OF NORTH CAROLINA

COUNTY OF BURKE

DEED OF CONSERVATION EASEMENT
(ST# 2157)

THIS DEED OF CONSERVATION EASEMENT ("Agreement") is made as of this 11th day of January, 2007, by **CAROLINA CENTERS, LLC**, a North Carolina limited liability company, having an address of Wachovia Center, 13th Floor, 400 South Tryon Street, Charlotte, North Carolina 28285-0107, Attn: Henry S Higgins (facsimile number 980/321-6260) (hereinafter referred to as "Grantor") in favor of **CLEAN WATER OF NC, LLC**, a North Carolina limited liability company, having an address of Wachovia Center, 13th Floor, 400 South Tryon Street, Charlotte, North Carolina 28285-0107, Attn: Henry S Higgins (facsimile number 980/321-6260) (hereinafter referred to as "Grantee")

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain property in Drexel Township, Burke County, North Carolina, shown as 537 305 acres on that plat (the "Plat") recorded in Map Book 30, Pages 215-225, Burke County Public Registry (hereinafter referred to as the "Grantor Tract"); and

WHEREAS, the Grantor Tract contains (i) an area containing approximately 8 658 acres designated as "Conservation Easement 1" on the maps attached hereto as "Exhibits A-1 through A-5", and (ii) an area containing approximately 5 650 acres designated as "Conservation Easement 2" on such maps (hereinafter collectively referred to as the "Property"), and

WHEREAS, the Grantor intends to convey the Grantor Tract to The Settings of Lake Rhodhiss, LLC pursuant to a deed that will contain General Deed Restrictions (the "Deed Restrictions"), and

WHEREAS, the Property possesses scenic and water quality/riparian buffer/water supply/watershed protection values (hereinafter referred to collectively as "Conservation Values") of great importance to Grantee, the people of Burke and Caldwell Counties of North Carolina, and the people of the State of North Carolina, and which are more particularly set forth below

(a) the Property provides an important habitat for a diversity of animal species in the Piedmont region of North Carolina, and

(b) the Property, if preserved in accordance with this Agreement, will maintain scenic open space, particularly 14.308 acres of forested land, marshes and wetlands (including approximately 5,400 linear feet of frontage on two unnamed perennial streams), and

(c) the United States of America, the State of North Carolina and the Counties of Burke and Caldwell have adopted as conservation policies the improvement of water quality, and protection of drinking water supplies and surface waters, through, among other programs, programs for prevention of erosion and sedimentation, prevention of loss or degradation of wetlands, maintenance of riparian buffers along surface waters, watershed protection and limitation of development in flood-prone areas; and

(d) the Property, if preserved in accordance with this Agreement, will protect riparian buffers for, the watershed of, and the quality of water in Lake Rhodhiss, a drinking water supply for Burke and Caldwell Counties through, among other things, the protective action of vegetative riparian buffers and the infiltration capacity of undeveloped land, and

WHEREAS, the Managers of Grantee have approved acceptance of a conservation easement over the Property because it provides significant Conservation Values, and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by and through this Agreement, and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity, subject to the right of Grantee to elect that this Agreement and the Easement be superseded as provided below, and

WHEREAS, Grantee is a limited liability company whose primary purpose is the preservation, protection and enhancement of land in its natural, scenic or open space condition, and the protection of riparian buffer areas, watersheds, water quality and drinking water supplies, and

WHEREAS, Grantee agrees by accepting this conveyance to honor the intentions of Grantor stated herein and to protect the Conservation Values of the Property during the term of this Agreement,

NOW, THEREFORE, in consideration of the premises and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of North Carolina and in particular the Historic Preservation and Conservation Agreements Act as set forth under N C G S Sections 121-34, *et seq* , Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity, subject to the right of Grantee to elect that this Agreement and the Easement be superseded as provided below, over the Property of the nature and character and to the extent hereinafter set forth (herein referred to as the "Easement"), together with an access easement across the Grantor Tract as set forth below. Notwithstanding anything to the contrary in this Agreement, Grantee may elect that this Agreement and the Easement be superseded by the Deed Restrictions at any time after December 31, 2011 by giving written notice to the owner of fee simple title to the Property that this Agreement and the Easement are superseded by the Deed Restrictions. If permissible, upon any such election, Grantee shall also record in the Burke County Public Registry a notice that this Agreement and the Easement are superseded by the Deed Restrictions. Upon any such election by Grantee, all terms, provisions, restrictions and obligations of Grantee under this Agreement and the Easement shall be of no further force or effect. Upon any assignment or other transfer of this Agreement and the Easement by Clean Water of NC, LLC to a third party that is not affiliated with Clean Water of NC, LLC, the right of Grantee to elect that this Agreement and the Easement be superseded shall lapse and be of no further force or effect, and this Agreement and the Easement shall continue in perpetuity.

1 Purpose It is the purpose of this Agreement to assure that the Conservation Values will be protected during the term of this Agreement and to prevent any use of the Property during the term of this Agreement that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Agreement will confine the use of the Property to such activities as are consistent with the purpose of this Agreement.

2 Rights of Grantee To accomplish the purpose(s) of this Agreement, the following rights are conveyed to Grantee:

- (a) To preserve and protect the Conservation Values of the Property,
- (b) To enter upon the Property at reasonable times in order to exercise its rights granted hereunder; to monitor Grantor's compliance with and otherwise enforce the terms of this Agreement, and to protect and restore wetlands, control non-native or invasive plants, maintain vegetative riparian buffers, control animal populations at reasonable levels, improve water quality, prevent erosion and restore damaged ecosystems and habitats;
- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose(s) of this Agreement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, all pursuant to Section 6 below; and
- (d) To use, improve and maintain, on a non-exclusive basis, an access drive to provide vehicular and pedestrian access across the Grantor Tract to and from all parts of the Property, provided that Grantee agrees (a) to use existing access roadways designated

by Grantor to the extent available and providing reasonable access to the Property, and
(b) to consult with Grantor in locating any additional access drives that may be needed to
provide access to all parts of the Property

3 Prohibited Uses. Any activity on or use of the Property inconsistent with the
purpose(s) of this Agreement is prohibited by Grantor and Grantee. Without limiting the
generality of the foregoing, the following activities on and uses of the Property are expressly
prohibited

(a) Any commercial or industrial use of or activity on the Property other than
those related to Conservation Values and passive recreation, and other than the exercise
by Grantor of its rights under Section 4 below,

(b) The placement or construction of any buildings, structures, or other
improvements of any kind other than as permitted under Section 4 below;

(c) Any alteration of the surface of the land including, without limitation, the
excavation or removal of soil, sand, gravel, rock or sod except as necessary in connection
with the activities permitted under Section 4 below,

(d) Any use or activity that causes or is likely to cause significant flooding,
drainage problems, soil degradation or erosion, water quality degradation or pollution of
any surface or sub-surface waters;

(e) Except as permitted in Section 4 below, the pruning, cutting down or other
destruction or removal of live trees,

(f) Except as permitted in Section 4 below, the removal of any vegetation on
the Property,

(g) Dumping or other disposal of wastes, refuse and debris on the Property;

(h) The above ground installation of new utility systems (other than
replacement of existing systems) or extensions of existing systems, including, without
limitation, water, sewer, power, fuel and communication lines and related facilities,
provided that up to one (1) additional corridor containing above ground utility lines may
be established across the Property if reasonably needed and such corridor is limited in
width to the extent reasonably practicable,

(i) Placement of any signs or billboards on the Property, except informational
signs and signs related to protecting the Property or Conservation Values; and

(j) The exploration for, or development and extraction of, minerals and
hydrocarbons by any surface mining method or any other method that would impair or
interfere with the Conservation Values of the Property.

4 Reserved Rights Grantor reserves to itself, and to its successors and assigns, all
rights accruing from its ownership of the Property, including the right to engage in or permit or

invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose(s) of this Agreement. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary herein, the following rights are expressly reserved by Grantor and may be exercised by Grantor and its successors and assigns:

(a) To engage in and permit others to engage in recreational uses of the Property that (i) do not involve the use of motorized vehicles or equipment (other than motorized wheelchairs or other equipment to assist persons with disabilities), and (ii) do not damage the Conservation Values, the following recreational uses of the Property being expressly permitted: camping, walking, and bicycling; animal or plant observation, and enjoyment of adjacent water bodies,

(b) To construct boundary fencing, gates and boundary markers, and install signage permitted under Section 3 above,

(c) To protect and restore wetlands, control non-native or invasive plants, maintain vegetative riparian buffers, control animal populations at reasonable levels, improve water quality, prevent erosion and restore damaged ecosystems and habitats,

(d) To undertake selective cutting and thinning of vegetation to maintain the trees and vegetation on the Property in healthy and safe condition, provided that no removal of trees shall be undertaken within thirty (30) feet of areas containing wetlands, lakes, streams or bird of prey nesting sites, unless such trees are damaged or diseased, and no clearing of other vegetation (other than invasive or non-native species, and damaged or diseased vegetation) or application of pesticides or herbicides shall occur in these areas,

(e) To maintain, replace and repair any existing trails and roads on the Property, and to construct, maintain, replace and repair new trails for walking or bicycling, and up to two (2) additional permanent roads across the Property if needed to access other land of Grantor that does not border on a public road that would provide reasonably acceptable alternative access,

(f) To install, maintain, repair and replace underground utility lines across the Property, provided that the surface of the areas disturbed by such work shall be promptly restored by Grantor,

(g) To maintain, replace and repair all existing improvements and utility lines on the Property, and

(h) In emergency, to take any action reasonably necessary to protect the Property, human health or the environment

5 Notice of Intention to Undertake Certain Permitted Actions. Grantor shall notify Grantee in writing before undertaking or permitting any use of the Property under Section 4 above. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Section 4, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with this Agreement.

Except in emergency, Grantor shall notify Grantee in writing not less than twenty (20) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe, as applicable, the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgement as to its consistency with this Agreement. In emergency, such notice by Grantor shall be given as soon as is reasonably possible and practicable, and Grantor may proceed immediately with reasonable emergency measures.

5.1 Grantee's Objections If Grantee does not notify Grantor in writing of objections within twenty (20) days after Grantor gives a notice under Section 5 above, Grantor shall be entitled to proceed with the planned use. In emergency, Grantee shall provide any objections as promptly as possible, and Grantor shall consider any such objections in good faith. Grantee may object only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with this Agreement.

5.2 Arbitration If a dispute arises between the parties concerning the consistency of any proposed use or activity with this Agreement, Grantor agrees not to proceed with the use or activity pending resolution of the dispute, and either party may refer the dispute to arbitration by request made in writing to the other. Any such controversy that a party may refer to arbitration as provided above shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Charlotte, North Carolina, and shall be undertaken by a single arbitrator.

6 Grantee's Remedies If Grantee determines that Grantor is in violation of the terms of this Agreement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with this Agreement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice from Grantee, or under circumstances where the violation cannot reasonably be cured within such period, fails to begin curing such violation within the thirty (30) day period, or fails thereafter to continue diligently to cure such violation until finally cured, Grantee may (but shall not be required to) bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction or both, and to require the restoration of the Property to, as nearly as is reasonably possible, the condition that existed prior to any such injury. If Grantee, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Agreement are inadequate and that Grantee shall be entitled to the injunctive relief hereinabove described.

6.1 Costs of Enforcement Any costs incurred by Grantee in successfully enforcing the terms of this Agreement against Grantor, its successors or assigns, including, without limitation reasonable costs of court and attorney's fees, and any reasonable costs of

restoration necessitated by Grantor's violation of the terms of this Agreement, shall be borne by Grantor.

6.2 No Waiver Any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Agreement or of any of Grantee's rights. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.3 Waiver of Certain Defenses Grantor hereby waives any defense of laches, estoppel or prescription.

6.4 Acts Beyond Grantor's Control Nothing contained in this Agreement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, trespass, acts of third parties or Grantee, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property, human health or the environment.

7 Public Access Grantee shall not be permitted to allow public access to the Property. Grantee shall not construct or install any improvements on the Property without the prior written consent of Grantor. Grantor shall have no obligation to prepare or improve the Property, the Easement being granted on the Property in its "AS IS" condition. Grantee and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them, covenant not to sue Grantor for any personal injury or property damage claims which they may have in the future related to or associated with gaining access to the Property pursuant to this Agreement.

8 Costs and Liabilities Grantor retains all responsibility and shall bear all costs related to the Property, excluding acts and omissions of Grantee, and its members, directors, officers, employees, agents and contractors, and acts and omissions of persons entering the Property at the invitation of Grantee. Both Grantor and Grantee shall maintain adequate comprehensive general liability insurance coverage for so long as they hold any interest in the Property or the Easement. Each of Grantor and Grantee shall keep the Property free of any and all liens arising out of any work performed for, materials furnished to, or obligations incurred by it.

8.1 Taxes Grantor shall pay before delinquency all property or other taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by a competent governmental authority (hereinafter referred to collectively as "Taxes").

8.2 Hold Harmless Grantor shall hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with breach of this Agreement by Grantor. Grantee shall hold harmless, indemnify and defend

Grantor and its shareholders, directors, officers, employees, agents and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with breach of this Agreement by Grantee

9 Extinguishment If circumstances arise in the future that render the purpose(s) of this Agreement impossible to accomplish, this Agreement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by North Carolina law at the time, in accordance with Section 9.1 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this Agreement.

9.1 Proceeds The Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Section 9, the parties stipulate to have a fair market value of twenty percent (20%) of the fair market value of the Property (meaning the land containing 14.308 acres expressly defined to be the Property herein, and not any other portion of the Grantor Tract). For the purposes of this Agreement, the percentage set forth above shall remain constant.

9.2 Condemnation If the Easement or any other right or interest hereunder is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

10 Assignment The Easement and other rights and interests hereunder are transferable, but Grantee may assign its rights and obligations hereunder only to an organization that is authorized to acquire and hold conservation easements under the Historic Preservation and Conservation Agreements Act as set forth under NCGS Section 121-34, *et seq*, or any successor provision thereto. As a condition of such transfer, Grantee shall require that the conservation purposes intended to be advanced hereunder shall continue to be carried out.

11 Subsequent Transfers Grantor agrees to incorporate by reference this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Each of Grantor and Grantee further agree to give written notice to the other of the transfer of any interest in the Property or Easement at least thirty (30) days prior to the date of such transfer. The failure to perform any act required by this provision shall not impair the validity of this Agreement or limit its enforceability in any way. Grantor, and each subsequent owner of fee simple title to the Property, shall be liable with respect to breaches of the obligations of the Grantor under this Agreement during the period that it owns the Property only, and not otherwise. Grantee, and each subsequent holder of this Easement, shall be liable with respect to breaches of the obligations of the Grantee under this Agreement during the period that it holds the Easement only, and not otherwise.

12. Estoppel Certificate. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any reasonable document, including an estoppel certificate,

which certifies, to the knowledge of Grantee, Grantor's compliance with any obligation of Grantor contained herein and otherwise evidences the status of the Easement

13 Notices Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either sent by facsimile transmission, with evidence of successful transmission retained, or sent by U S Mail, certified, return receipt requested, postage prepaid, addressed to the address or facsimile number for the recipient set forth in the first paragraph of this Agreement, or to such other address or number as either party from time to time shall designate by written notice to the other. Each such notice or other communication shall be effective when sent if sent by facsimile, or two (2) business days after deposit in the U S Mail if sent by mail.

14 Recordation Grantee shall record this instrument in the Office of the Register of Deeds for Burke County, North Carolina

15 General Provisions

(a) Controlling Law The interpretation and performance of this Agreement shall be governed by the laws of the State of North Carolina

(b) Liberal Construction Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to effect the purpose(s) of this Agreement and the policy and purpose of the statutes referenced in Section 10 above. If any provision in this instrument is found to be ambiguous, an interpretation consistent with such purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) Amendment If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may amend this Agreement provided that no amendment shall be allowed that will affect the qualification of this Agreement or the status of Grantee under any applicable laws, including the statutes referenced in Section 10 above, and any amendment shall be consistent with the purposes of this Agreement and shall not affect its perpetual duration, subject to the right of Grantee to elect that this Agreement and the easement be superseded as provided above. Any such amendment or modification must be executed by both Grantor and Grantee and shall be recorded in the public registry of Burke County.

(f) No Forfeiture Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect

(g) Successors The covenants, terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Property, subject to the right of Grantee to elect that this Agreement and the Easement be superseded as provided above. Except as may be expressly provided herein, this Agreement creates no rights in the general public

(h) Termination of Rights and Obligations A party's rights and obligations under this Agreement shall terminate upon the transfer of the party's interest in the Easement or Property to a party assuming its obligations hereunder, except that liability for acts or omissions occurring prior to transfer shall survive transfer. The Easement shall not be affected by any such transfer

(i) Executor Limitation If Grantee shall cease to be authorized to acquire and hold conservation easements under the statutes of the State of North Carolina referenced in Section 10 above, and a prior assignment is not made pursuant to Section 10 above, then Grantee's rights and obligations under this Agreement shall become immediately vested in such organization as a Court of competent jurisdiction shall direct pursuant to North Carolina law and with due regard to the requirements of an assignment pursuant to Section 10

(j) Captions The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation

(k) Counterparts The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever, subject to the right of Grantee to elect that this Agreement and the Easement be superseded as provided above

IN WITNESS THEREOF, the parties hereto have subscribed their names and affixed their seals the day and year first above written, all with authority duly given

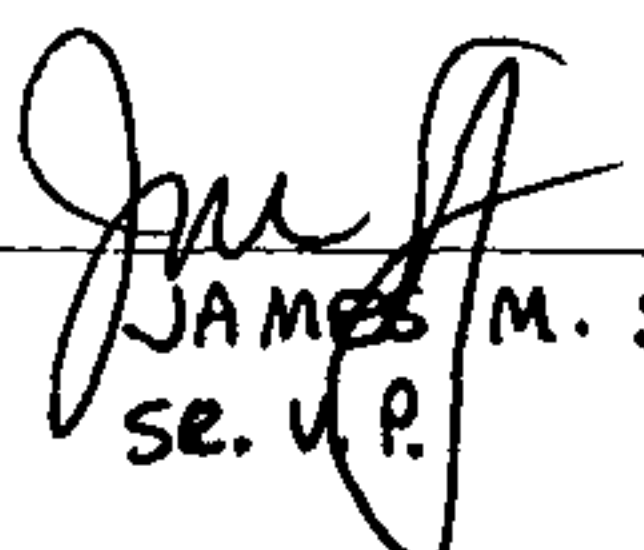
Grantor:

CAROLINA CENTERS, LLC

By  (SEAL)
Name JAMES M. SHORT, JR.
Title SR. V.P.

Grantee:

CLEAN WATER OF NC, LLC

By  (SEAL)
Name JAMES M. SHORT, JR.
Title SR. V.P.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Susan Higginson, a Notary Public for Gaston County, State of North Carolina, do hereby certify that James M Short, Jr (the "Signatory"), personally appeared before me this day and acknowledged that he is Senior Vice President of **CAROLINA CENTERS, LLC**, a North Carolina limited liability company, and that he, as Senior Vice President, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of the limited liability company

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory), or
☐ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of
(check one of the following)
☐ a driver's license or
☐ in the form of _____), or
☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated

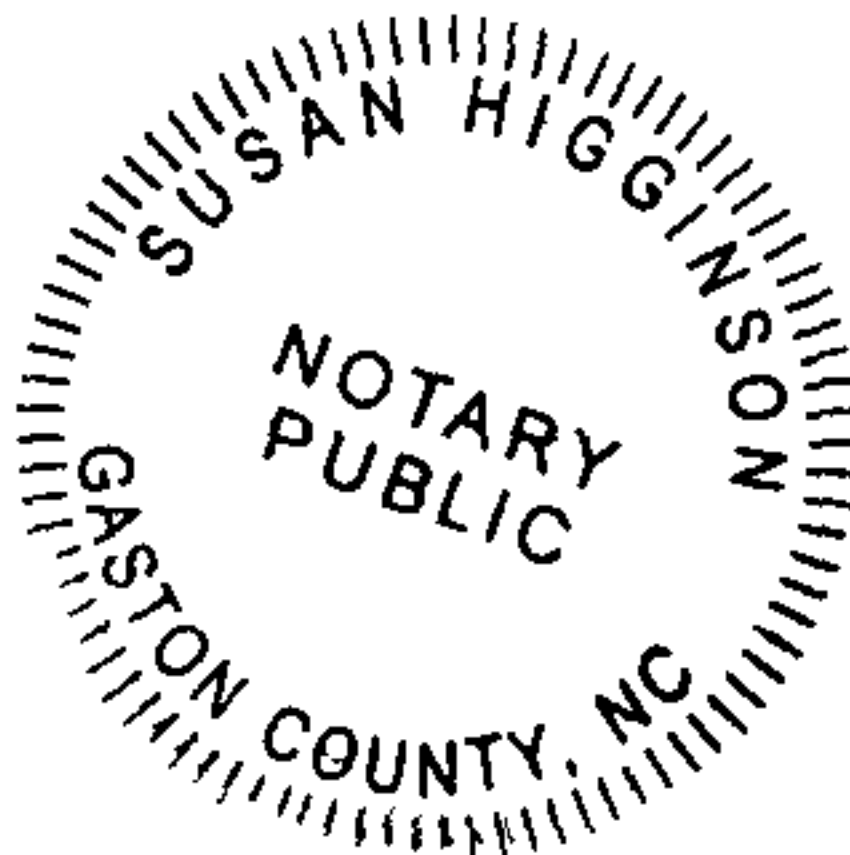
WITNESS my hand and official seal, this the 11th day of January, 2007

Susan Higginson
Notary Public

My commission expires

March 27, 2011

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Susan Higginson, a Notary Public for Gaston County, State of North Carolina, do hereby certify that James M Short, Jr (the "Signatory"), personally appeared before me this day and acknowledged that he is Senior Vice President of **CLEAN WATER OF NC, LLC**, a North Carolina limited liability company, and that he, as Senior Vice President, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of the limited liability company

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory), or
☐ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of.

(check one of the following)

☐ a driver's license or
☐ in the form of _____), or
☐ (a credible witness has sworn to the identity of the Signatory)

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated

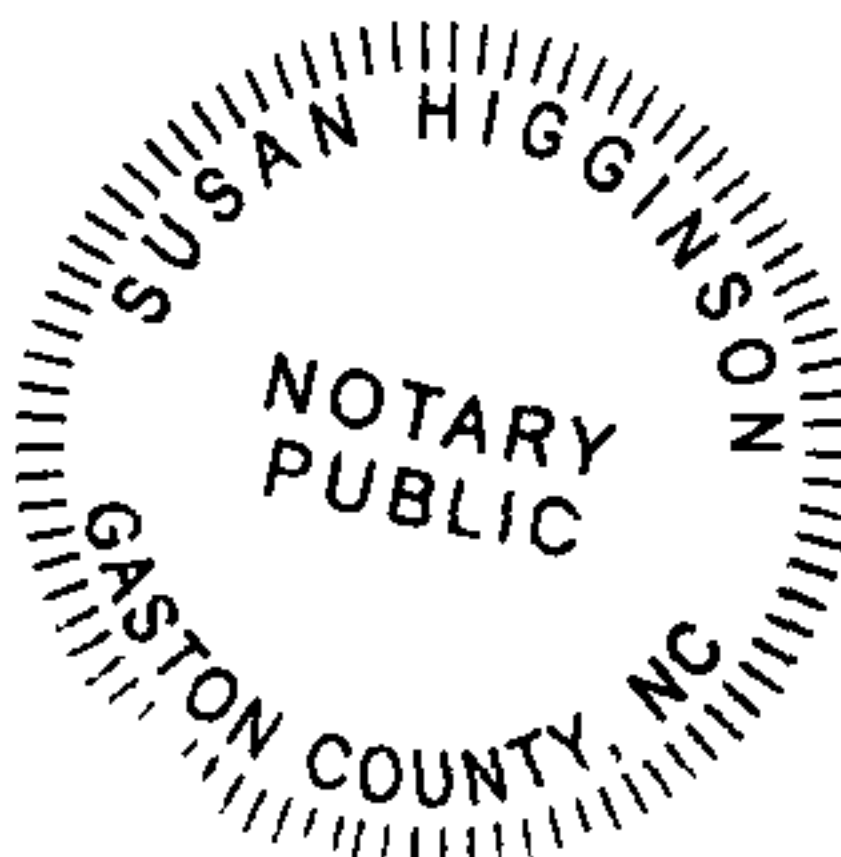
WITNESS my hand and official seal, this the 11th day of January, 2007

Susan Higginson
Notary Public

My commission expires:

March 27, 2011

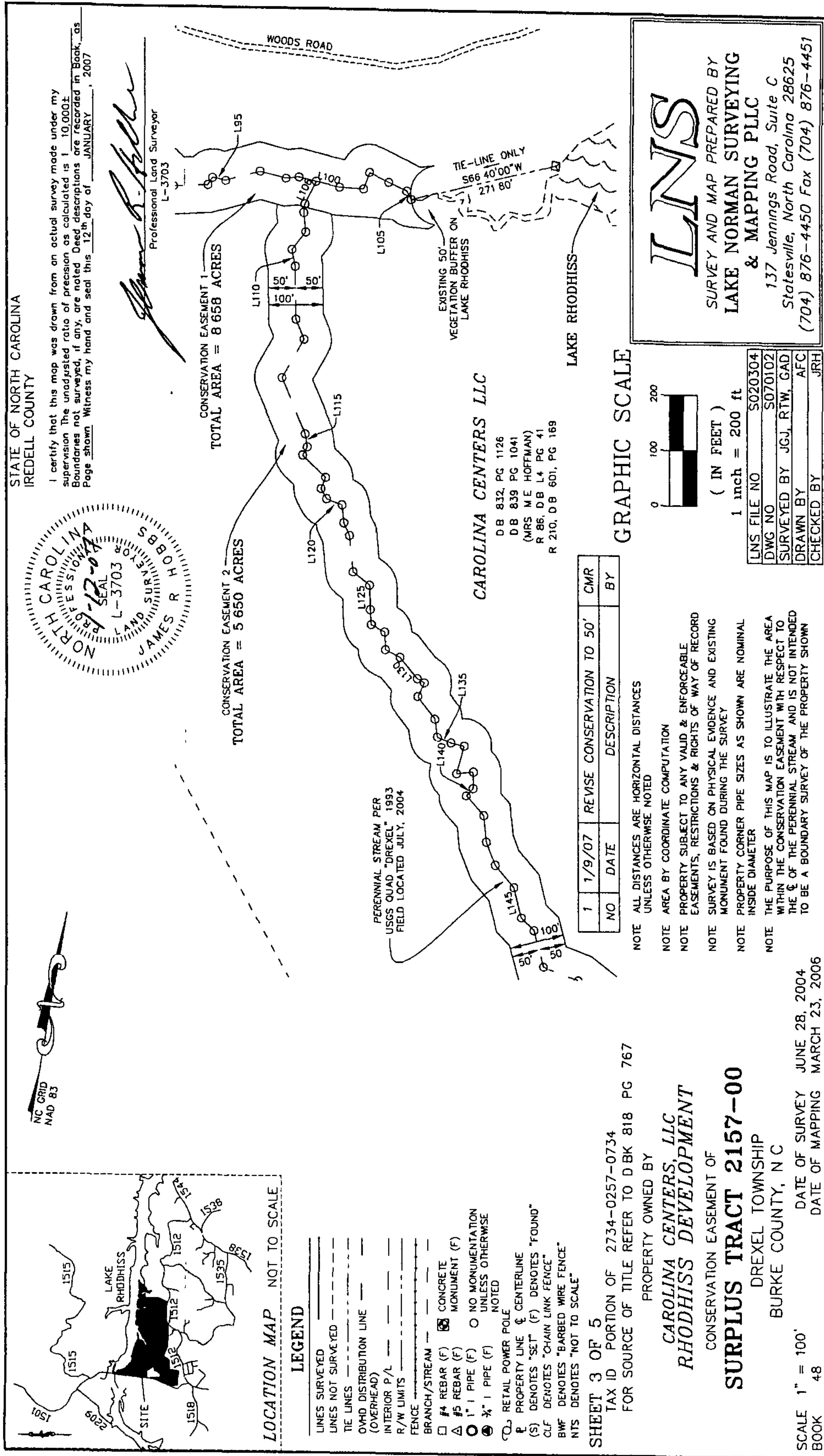
[NOTARIAL SEAL]

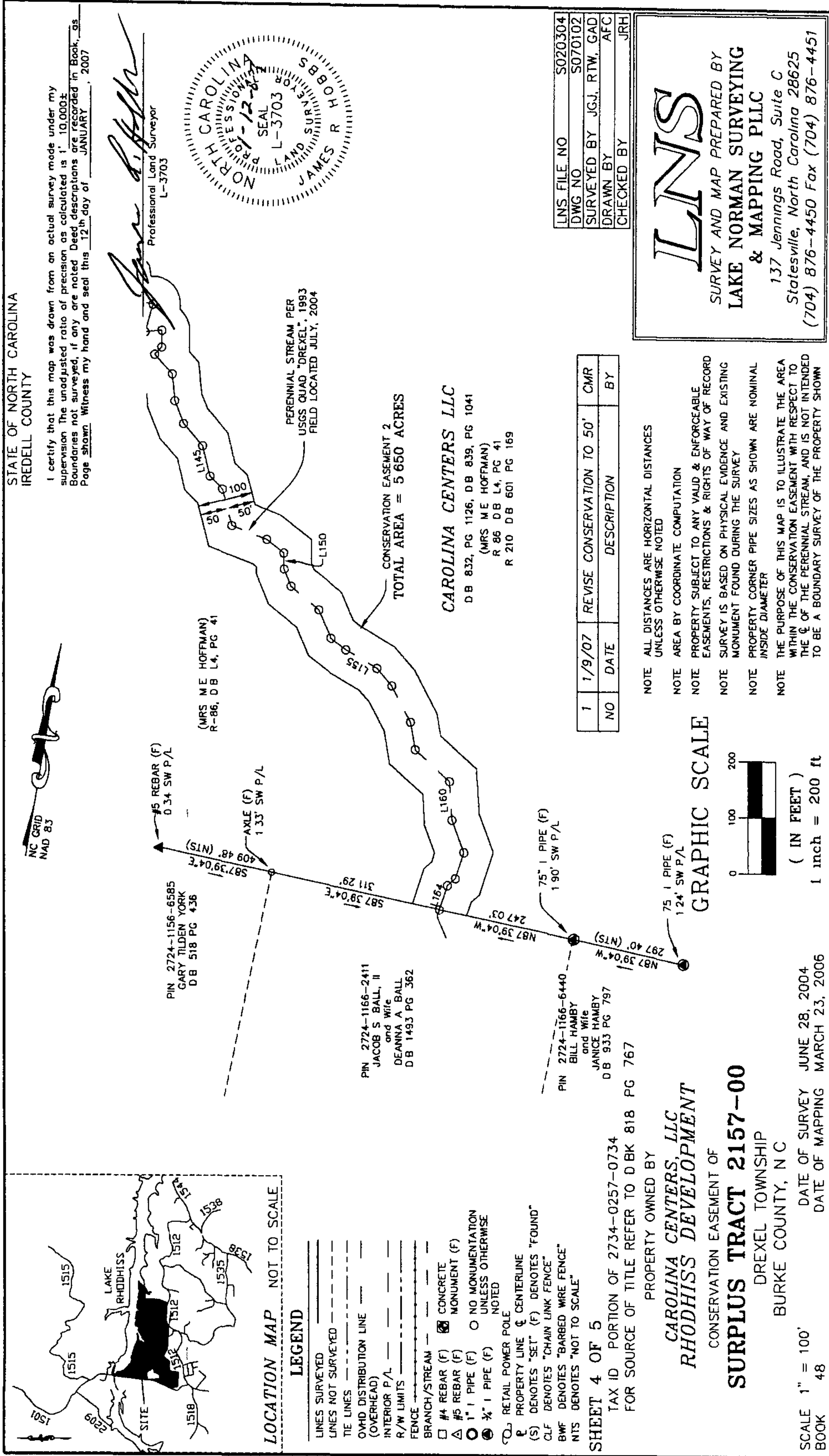


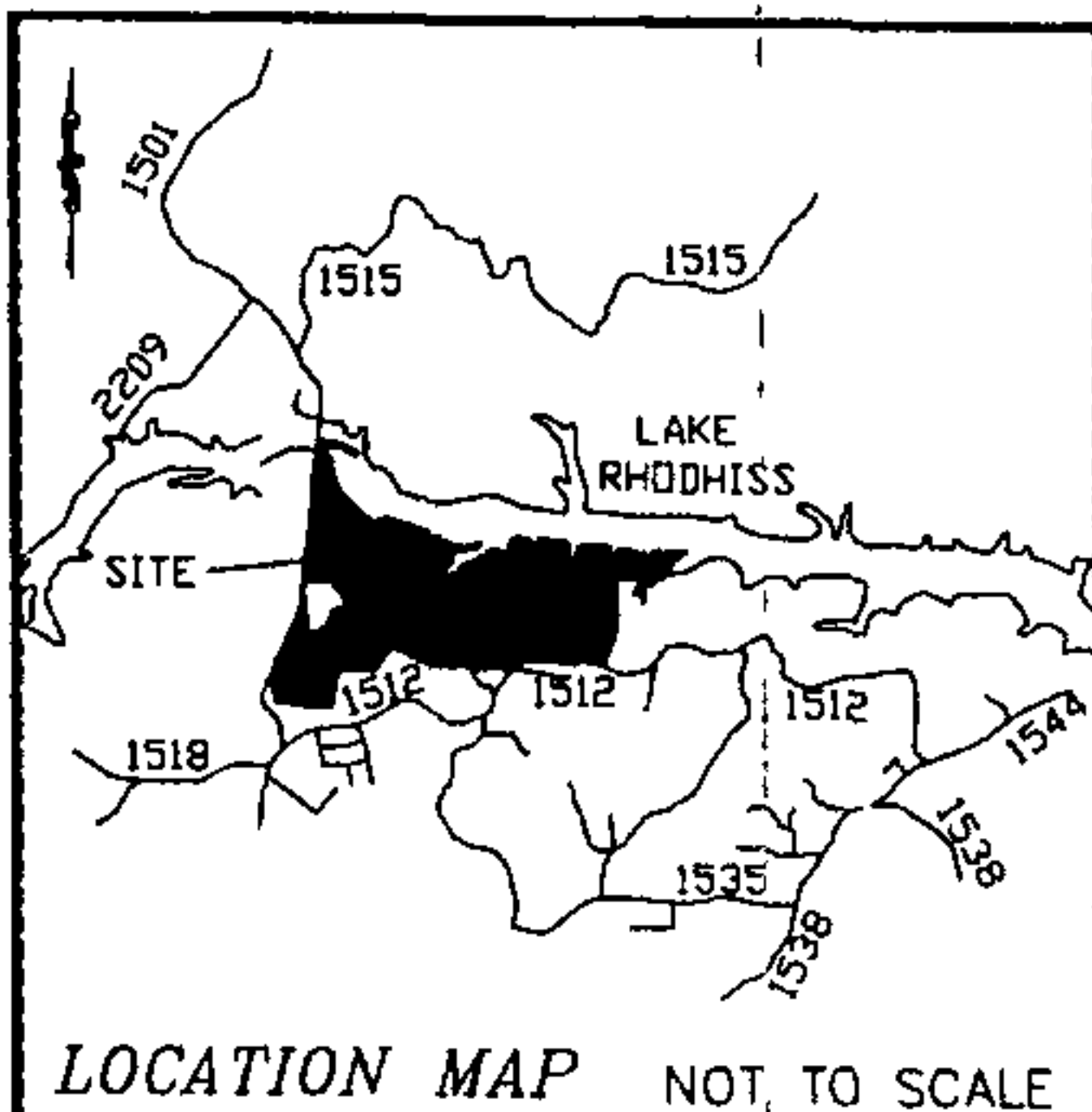
[illegible]

143

EXHIBIT A-3







LOCATION MAP NOT TO SCALE

LEGEND

- LINES SURVEYED —————
 LINES NOT SURVEYED - - - - -
 TIE LINES ————
 OVHD DISTRIBUTION LINE (OVERHEAD) ————
 INTERIOR P/L ————
 R/W LIMITS ————
 FENCE ————
 BRANCH/STREAM ————
 □ #4 REBAR (F) □ CONCRETE MONUMENT (F)
 △ #5 REBAR (F) ○ NO MONUMENTATION UNLESS OTHERWISE NOTED
 ○ 1" I PIPE (F) ○ 3/4" I PIPE (F)
 ○ RETAIL POWER POLE
 P PROPERTY LINE C CENTERLINE
 (S) DENOTES "SET" (F) DENOTES "FOUND"
 CLF DENOTES "CHAIN LINK FENCE"
 BWF DENOTES "BARBED WIRE FENCE"
 NTS DENOTES "NOT TO SCALE"

LINE	BEARING	DIST
L1	S56°44'53"E	76 71
L2	N48°52'20"E	44 64
L3	N38°19'06"E	63.60
L4	N42°26'01"E	64 76
L5	N51°19'41"E	50 87
L6	N45°57'28"E	31 65
L7	N88°44'13"E	24 91
L8	N25°12'24"E	74 15
L9	N10°05'09"E	26 21
L10	N10°05'09"E	19 82
L11	N39°51'56"E	41 19
L12	N65°19'19"E	33 67
L13	N13°44'45"W	10 22
L14	N50°22'29"E	13 82
L15	S83°22'54"E	15 88
L16	N33°58'53"E	38 65
L17	N62°27'04"E	20 83
L18	N08°46'10"E	19 28
L19	N49°47'06"E	30 37
L20	N47°04'46"E	45 80
L21	N19°39'32"E	10 54
L21A	N20°45'10"E	32 27

NOTE ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED
 NOTE AREA BY COORDINATE COMPUTATION
 NOTE PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHTS OF WAY OF RECORD
 NOTE SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTS FOUND DURING THE SURVEY
 NOTE PROPERTY CORNER PIPE SIZES AS SHOWN ARE NOMINAL INSIDE DIAMETER
 NOTE THE PURPOSE OF THIS MAP IS TO ILLUSTRATE THE AREA WITHIN THE CONSERVATION EASEMENT WITH RESPECT TO THE C OF THE PERENNIAL STREAM, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN

1	1/9/07	REVISE CONSERVATION TO 50'	CMR
NO	DATE	DESCRIPTION	BY

TAX ID PORTION OF 2734-0257-0734
 FOR SOURCE OF TITLE REFER TO DBK 818 PG 767

PROPERTY OWNED BY
CAROLINA CENTERS, LLC
RHODHISS DEVELOPMENT
 CONSERVATION EASEMENT OF
SURPLUS TRACT 2157-00
 DREXEL TOWNSHIP
 BURKE COUNTY, N C

SCALE 1" = 100'
 BOOK 48

DATE OF SURVEY JUNE 28, 2004
 DATE OF MAPPING MARCH 23, 2006

STATE OF NORTH CAROLINA
IREDELL COUNTY

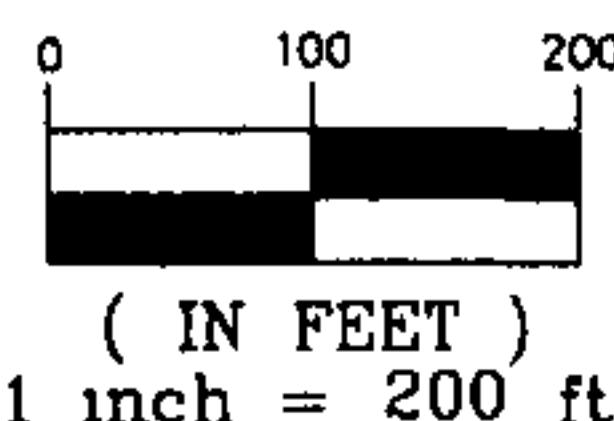
I certify that this map was drawn from an actual survey made under my supervision. The unadjusted ratio of precision as calculated is 1" = 10,000±. Boundaries not surveyed, if any, are noted. Deed descriptions are recorded in Book, as Page shown. Witness my hand and seal this 12th day of JANUARY, 2007.

LINE	BEARING	DIST
L22	N07°06'46"E	45 60
L23	N56°20'23"E	44 87
L24	N43°16'47"E	25 72
L25	N12°22'35"E	80 54
L26	N55°16'45"E	98 31
L27	S28°30'41"E	30 90
L28	S73°48'16"E	31 41
L29	S62°11'16"E	51 99
L30	S89°17'52"E	51 82
L31	N66°46'4"E	70 53
L32	S85°40'48"E	39 23
L33	N19°04'30"E	61 22
L34	S74°00'15"E	61 02
L35	N21°19'21"E	16 99
L36	N65°22'27"E	31 27
L37	S33°23'07"E	46 34
L38	N31°40'59"E	40 56
L39	N60°31'51"E	39 40
L40	N24°54'11"E	55 62
L41	N66°26'05"E	27 60
L42	S43°58'23"E	23 20
L43	N05°47'25"E	32 66
L44	N22°43'55"E	63 27
L45	N86°10'18"E	14 77
L46	N01°41'17"W	29 23
L47	N22°19'23"E	106 34
L48	N41°01'13"W	32 02
L49	N66°03'59"E	44 05
L50	N20°13'50"E	50 05
L51	N66°34'19"W	13 41
L52	N02°49'10"W	49 61
L53	N51°09'25"E	24 18
L54	N22°13'04"W	18 75
L55	N09°22'20"E	38 74
L56	N72°15'0"E	33 79
L57	N22°24'41"E	66 72
L58	S80°10'02"E	46 85
L59	N10°31'52"E	79 55
L60	S67°38'06"E	34 13
L61	N62°09'56"E	76 02
L62	S84°36'38"E	38 79
L63	S17°28'15"W	40 56
L64	N85°09'05"E	41 75
L65	N46°20'26"E	47.69
L66	S74°28'08"E	26 14
L67	N13°21'14"E	36 73
L68	S77°20'33"E	60 94
L69	N05°43'00"E	35 35
L70	N62°50'52"E	38 40
L71	S81°31'47"E	16 97
L72	N15°09'52"E	53 72
L73	S50°12'10"E	33 94
L74	S79°44'45"E	31 27

LINE	BEARING	DIST
L75	N16°42'39"E	35 24
L76	N85°30'05"E	34 39
L77	S79°05'52"E	27 04
L78	S26°22'27"E	47 55
L79	N84°03'58"W	28 48
L80	S14°52'51"E	16 04
L81	S44°11'52"E	74 20
L82	S82°57'19"E	21 79
L83	N55°25'51"E	31 53
L84	S51°31'49"E	29 22
L85	N81°50'44"E	68 60
L86	S81°32'29"E	36 01
L87	N86°54'19"E	18 47
L88	S81°07'36"E	44 95
L89	N38°49'50"E	25 72
L90	S72°21'21"E	36 27
L91	N30°04'34"E	24 37
L92	S55°14'54"E	39 01
L93	N77°54'53"E	62 89
L94	N23°43'19"E	15 61
L95	S89°05'05"E	24 48
L96	N64°47'23"E	65 54
L97	S85°06'28"E	49 21
L98	N74°07'01"E	23 94
L99	S85°48'23"E	32 18
L100	S87°06'32"E	44 06
L101	N83°45'16"E	43 87
L102	N10°17'21"E	31 97
L103	S74°06'10"E	38 77
L104	S74°43'07"E	36 55
L105	S37°19'13"E	17 02
L106	S17°02'46"W	45 63
L107	S01°39'41"E	15 28
L108	S15°28'31"E	35 49
L109	S29°17'27"W	40 42
L110	S21°04'52"E	30 56
L111	S10°23'05"E	94 93
L112	S32°01'07"E	38 98
L113	S20°39'59"W	80 97
L114	S32°56'22"E	109 78
L115	S18°39'16"E	23 99
L116	S20°53'37"W	16 69
L117	S56°02'35"E	58 25
L118	S13°03'43"W	22 30
L119	S38°51'09"E	20 85
L120	S80°29'16"E	29 80
L121	S15°18'13"E	31 83
L122	S34°27'20"E	24 81
L123	S15°13'53"E	64 93

CONSERVATION EASEMENT 1
 TOTAL AREA = 10 324 ACRES
 CONSERVATION EASEMENT 2
 TOTAL AREA = 6 735 ACRES

GRAPHIC SCALE



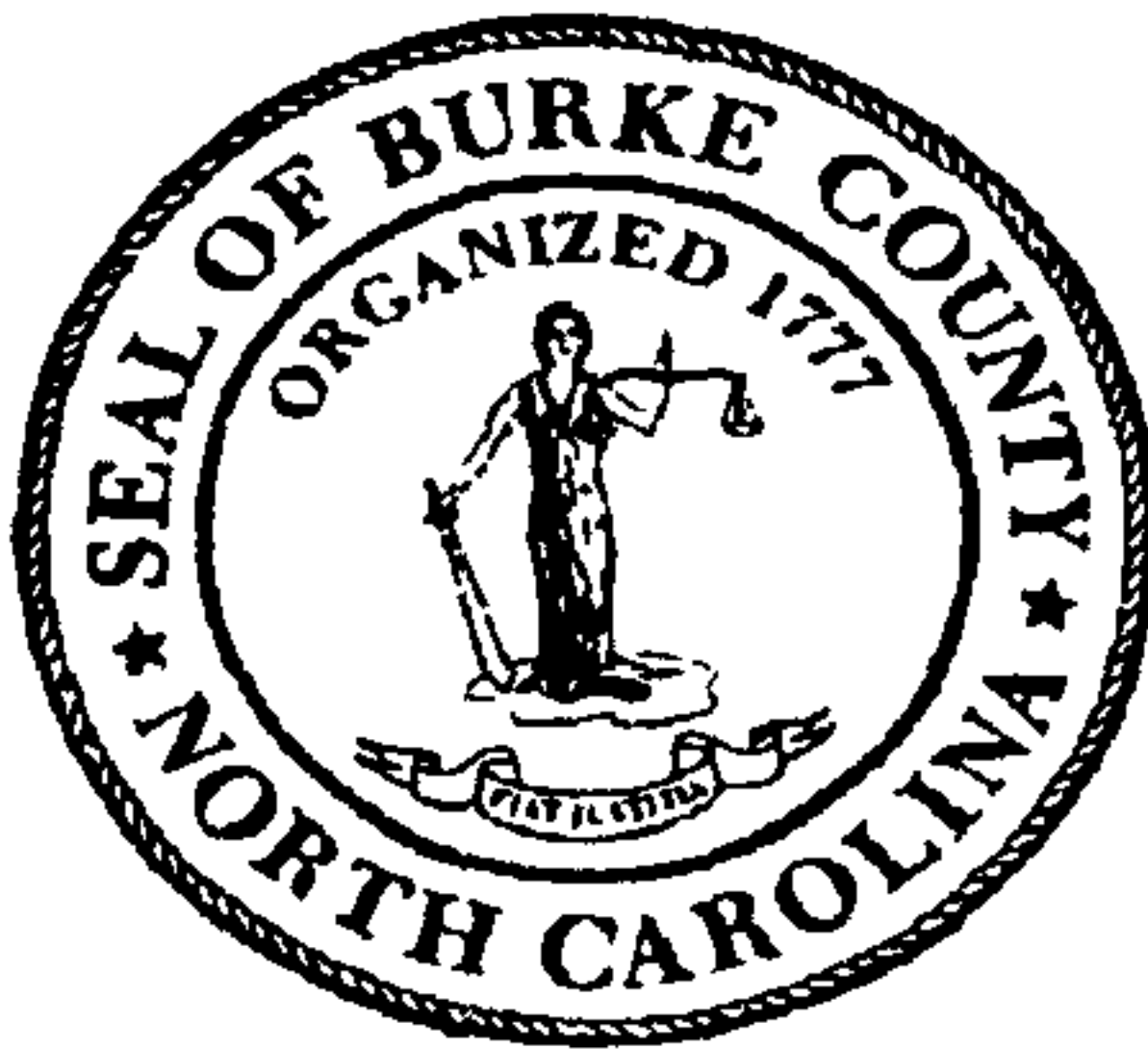
SHEET 5 OF 5

LNS FILE NO	S020304
DWG NO	S070102
SURVEYED BY	JGJ, RTW, GAD
DRAWN BY	AFC
CHECKED BY	JRH

LNS

SURVEY AND MAP PREPARED BY
LAKE NORMAN SURVEYING & MAPPING PLLC

137 Jennings Road, Suite C
 Statesville, North Carolina 28625
 (704) 876-4450 Fax (704) 876-4451



ELIZABETH T COOPER
REGISTER OF DEEDS, BURKE
JUDICIAL BUILDING
201 SOUTH GREEN STREET
MORGANTON, NC 28655

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of recorded document, and must be submitted with original for re-recording
and/or cancellation

Filed For Registration: 01/17/2007 02:25 17 PM
Book: RE 1632 Page: 129-147
Document No.: 2007000719
ESMT 19 PGS \$65.00
Recorder: ROD STAFF

2007000719

2007000719,

147