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FOR REGISTRATION REGISTER OF DEEDS
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NEW HANOVER COUNTY, NC
2003 NOV 18 02:49.01 PM
BK 4099 PG:153-171 FEE:\$65.00
NC REV STAMP:\$120.00
INSTRUMENT # 2003074332

**NORTH CAROLINA GENERAL WARRANTY DEED
WITH RESERVED CONSERVATION EASEMENT**

Tax Parcel ID# Part of 20400-001-001-000

**STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER**

This Deed made this 17th day of November 2003, by and between the **NORTH CAROLINA COASTAL LAND TRUST**, a North Carolina nonprofit corporation with its address at 3806-B Park Avenue, Wilmington, North Carolina ("Grantor"), and **ROBERT L. BRYDEN AND WIFE ANN E. STAPLETON**, with an address at 4501 Mt Misery Road, Leland NC 28451 ("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

Return To: David C. Barefoot

WITNESSETH

RECITALS

A Grantor owns in fee simple certain real property situate, lying and being in New Hanover County, North Carolina comprised of 287.8 acres, more or less, as more particularly described in **EXHIBIT A** attached hereto and by this reference incorporated herein (hereinafter "Property")

B Grantor is a non-profit corporation established for the purpose of promoting the preservation of environmentally valuable and sensitive lands and lands with significant natural and open space values in the coastal plain of North Carolina for charitable, scientific, educational and aesthetic purposes

C Grantor and Grantee recognize that the Property in its present state has conservation value as a significant natural area that has not been subject to significant development and that provides a "relatively natural habitat for fish, wildlife, or plants or similar ecosystem" as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, including mixed pine-hardwoods, cypress-gum swamp and bottomland hardwood forest that provides significant habitat for migratory and resident waterfowl, neotropical songbirds, game birds such as wild turkey, mourning dove and bobwhite quail, colonial waterbirds, American alligator, black bear, otter, and other wildlife, plants and natural communities and various wetland habitats.

D. Grantor and Grantee further recognize that the Property has additional conservation value as scenic open space, the preservation of which is pursuant to federal, state and local government policy and will yield significant public benefit as evidenced by

- (1) the requirement by the State of North Carolina of a basinwide management plan for the Cape Fear River and its tributaries for the purpose of protecting water quality, public water supply, significant wetlands and natural areas along the corridor, and
- (2) the Clean Water Management Trust Fund, N.C.G.S. 113-145.1 et seq., which recognizes the importance of protecting riparian buffers for conserving clean surface water.

E The biological, scenic, open space, natural and other characteristics of the Property and its current use are described in the Easement Documentation Report, dated September 2003 prepared by the Grantor, and acknowledged by the Grantor and Grantee to be complete and accurate as of the date hereof. Both the Grantor and the Grantee have copies of this report. It will be used by the parties to assure that any future changes in the use of the Property will be consistent with the terms of this Deed. However, this report is not intended

to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use

F The Uniform Conservation and Historic Preservation Agreements Act, N C G S 121-34 et seq., provides for the enforceability of restrictions, easements, covenants or conditions appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with Ten Dollars (\$10 00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby unconditionally and irrevocably grants and conveys forever and in perpetuity to the Grantee, its successors and assigns in fee simple, all that certain lot or parcel of land situated in New Hanover County, North Carolina and more particularly described in **EXHIBIT A** attached hereto and incorporated herein by reference

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee, its heirs, successor and assigns in fee simple forever

AND THE GRANTOR COVENANTS with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee, simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons, except for the exceptions hereinafter stated.

SUBJECT, however, to the perpetual restriction, pursuant to the Uniform Conservation and Historic Preservation Agreements Act, N C G S 121-34 et seq, that the primary purpose of this conveyance is to preserve and protect the conservation values of the Property described in the foregoing Recitals, to maintain permanently the natural, scenic, biological and open character of the Property, including land, water and wildlife resources or forest use, and to prevent any use of the Property that would significantly impair or interfere with the conservation values of the Property as set forth in Paragraphs C and D of the Recitals hereinabove The Grantor and Grantee agree that the purpose of this conveyance is also to assure that the premises encumbered as set forth herein will be used only in conformity with the terms and conditions of this conveyance

Grantor reserves, for itself, its successors and assigns, a conservation easement, of the nature and character and to the extent hereinafter set forth, over the Property, together with the right to preserve and protect the conservation values of the Property

To achieve these purposes, the following Articles I through V, consisting of the conditions and restrictions of this conservation easement are set forth

ARTICLE I. DURATION OF EASEMENT

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

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

The Property shall be maintained in its natural, scenic, and open condition and restricted from any development or use that would impair or interfere with the conservation values of the Property as set forth in Paragraphs C and D of the Recitals hereinabove

Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited, provided, however, that all rights allowed to Grantee hereunder are considered to be consistent with the conservation purposes of this Conservation Easement and require no prior notification to or approval by Grantor unless expressly provided hereunder. Notwithstanding the foregoing, the Grantor and Grantee have no right to agree to any activity that would result in the termination of this Conservation Easement or would cause it to fail to qualify as a qualified interest in real property as described in section 2055(f) of the Internal Revenue Code (the estate tax rule regarding conservation easements), or any regulations promulgated thereunder

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted, or reserved as the case may be

A Industrial and Commercial Use Industrial and commercial use of the Property, including agriculture and timber harvesting and access therefore is prohibited

B Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or the disturbance of other natural features within the Property except for the following. (1) as incidental to boundary marking, fencing, signage, (2) selective cutting and prescribed burning or clearing of vegetation and the application of mutually approved pesticides for fire containment and protection, disease control, restoration of hydrology, wetlands enhancement and/or control of non-native plants and for purposes of salvaging timber damaged by ice, fire, storm, wind, insects, infectious organisms, or other natural disasters, (3) as incidental to the improvements allowed in Paragraph J below, (4) hunting and fishing pursuant to applicable rules and

regulations, and (5) ecological and biological research for monitoring and conservation management purposes

C Signage Display to the public of billboards, signs or advertisements is prohibited on or over the Property, except the posting of no trespassing signs, for sale signs, signs identifying the conservation values of the Property and/or identifying the Grantee as owner of the Property and Grantor as holder of the Conservation Easement.

D Dumping Dumping of nonbiodegradable substances such as chemicals and other hazardous substances, trash, garbage, wastes, abandoned vehicles, appliances, machinery, or other nonbiodegradable material on the Property is prohibited. Composting of biodegradable material or use of such materials to improve fields, pastures, etc. is allowed. Manure, natural bedding and other grown materials may be spread on the Property.

E Mineral Use, Excavation, Dredging There shall be no 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 Property except (a) for the purpose of combating erosion or flooding and (b) for construction and maintenance of existing and permitted structures, ponds, roads and activities permitted hereunder, provided there will be no such excavation for archaeological or historic purposes if such excavation may significantly impair or interfere with the conservation values of the Property as set forth in Paragraphs C and D of the Recitals hereinabove.

G Hunting and Fishing and Other Recreational Activities Grantee has the right to lawfully hunt, shoot and fish on the Property; provided all such activities are conducted in compliance with federal, state and local rules and regulations.

H Conveyance and Subdivision The Property may not be divided, partitioned, or subdivided, nor conveyed except in its current configuration as an entity.

I Water Quality, Wetlands and Drainage Except as provided under paragraph J below and as required for the continued maintenance of the existing ditches, there shall be no other alteration of natural drainage patterns, no draining, filling, dredging or diking of wetlands, no withdrawal of subsurface waters, no discharging or releasing into waters or wetlands nor any activities that result in impairment to water quality or wetlands, provided, however that Grantee may construct, maintain and replace one well for residential use. Notwithstanding any other provision in this Deed, all such activities shall be conducted in compliance with federal, state and local rules and regulations.

J Improvements, New Construction and Access Thereto No building, facility, mobile home, structure, or means of access shall be constructed or placed on the Property after the date of this Conservation Easement except that Grantee may

- 1 Construct, maintain and utilize walking trails and reasonable means of access to and utilities for all permitted uses of the Property, provided, however that (a) no road, driveway nor right of way may be wider than twenty (20) feet, (b) construction of roads and driveways shall be limited to permeable materials, and (c) all new utilities shall, unless prohibited by the appropriate utility, be installed underground except for antennas, satellite dishes and other similar utility structures required by their nature to be located above ground, (d) all necessary permits are secured and complied with; and,
- 2 Construct and maintain one single family dwelling, provided, however, that a) construction must meet all local and state building codes, and b) construction must meet the Special Use Permit Order and the associated Site Plan, issued for this Property by New Hanover County (the "Permit"), a copy of which is attached hereto as **EXHIBIT B** and by this reference incorporated herein, or must be otherwise agreed to in writing by Grantor, c) the footprint of the enclosed area of the dwelling shall not be larger than one thousand (1000) square feet, exclusive of exterior porches or decks, which shall not be larger than an additional four hundred (400) square feet, and d) Grantee shall provide written notice to Grantor of construction plans for the said single family dwelling
- 3 Construct, establish, maintain, use, and replace accessory structures designed, constructed and used for the purpose of serving the permitted uses consistent with the conservation purposes of this Deed and of a size and scale consistent with permitted structures (including for example, storage sheds, garden, carport, boat dock, canoe/kayak landing, camping platform, deer stands and hunting blinds, but not including swimming pools, tennis courts, or other similar large or impervious improvements), provided however, that, with the exception of the boat dock and canoe/kayak landing, deer stands and hunting blinds, such structures and improvements shall be located within four hundred feet (400') of the single family dwelling

K Residential Use The Property may be used for residential purposes, provided, however that all such use must be in compliance with the Permit, or as otherwise agreed to in writing by Grantor

L Development Rights No development rights that have been encumbered or extinguished by this Conservation Easement shall be

transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise

M Quiet Enjoyment The conservation easement reserved by Grantor here shall not interfere with all other rights accruing from its ownership of the Property, including (i) the right to engage in or permit or invite others to engage in all uses of the Property as exist on the date of this grant (including but not limited to hunting, fishing, game management) that are not expressly prohibited or restricted herein and do not significantly impair or interfere with the conservation values of the Property as set forth in Paragraphs C and D of the Recitals hereinabove and (ii) the right to sell, give or otherwise convey the Property Without limiting the generality of the foregoing, Grantor expressly conveys to Grantee for itself, its successors and assigns, invitees and licensees the right of quiet enjoyment of the Property

ARTICLE III. ENFORCEMENT, REMEDIES & CASUALTY LOSS

A Upon any breach of the terms of this Conservation Easement by Grantee or by a third party that comes to the attention of the Grantor, the Grantor shall notify the Grantee in writing of such breach The Grantee shall have ninety (90) days after receipt of such notice to begin undertaking actions that are reasonably calculated to correct promptly the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantor may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief including the right to require that the land be restored promptly to the condition required by this Conservation Easement

Grantee acknowledges that its failure to abide by the provisions of this Conservation Easement will result in irreparable harm to Grantor and that Grantor's remedy at law for damages will be inadequate Accordingly, Grantee shall be entitled upon any breach by Grantee to injunctive relief and to specific performance, in addition to any other available remedies Any controversy or claim arising out of or relating to this Conservation Easement, or the breach of the Conservation Easement shall be litigated in the General Court of Justice of the state of North Carolina for New Hanover County and the parties consent to the exclusive jurisdiction of, and service of process by, that Court for the purpose of resolving any disputes and the propriety of venue in that Court

If Grantor determines that circumstances require immediate legal action to prevent or mitigate significant damage to the conservation values of the Property, the Grantor may pursue its remedies without prior notice to Grantee, but shall exercise reasonable efforts to notify Grantee

B Any cost incurred by Grantor in enforcing the terms of this Conservation Easement against Grantee, including, without limitations, costs of suits and attorney's fees, and any costs of restoration necessitated by Grantee's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantee

C No failure on the part of Grantor 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 to Grantor to enforce the same in the event of a subsequent breach or default

D Grantor, its employees and agents and its successors and assigns, has the right, with reasonable prior notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantee, Grantee's representatives, heirs, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement

E Nothing contained in this Conservation Easement shall be construed to entitle Grantor to bring any action against Grantee for any injury or change in the Property resulting from causes beyond the Grantee'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, damage to property or harm to the Property resulting from such causes

ARTICLE IV. ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever

ARTICLE V. MISCELLANEOUS

A Subsequent Transfers Grantee agrees for itself, its successors and assigns, to notify Grantor in writing of the names and addresses of any party to whom the Property or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantee, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Property is conveyed

B Conservation Purpose

(1) Grantor, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code

(2) Grantor and Grantee agree that the reservation of this Conservation Easement is rise to a property right, immediately vested in Grantor, with a fair market value equal to the proportionate value that the reserved fee title to the Property bears to the value to the Property as a whole.

That proportionate value of the Grantor's property rights shall remain constant. If a change in conditions which makes impossible or impractical any continued protection of the Property for conservation purposes, the restrictions contained herein may only be extinguished by judicial proceeding. Upon such proceeding, the Grantor, upon a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the fee title. The Grantor shall use its share of the proceeds in a manner consistent with the conservation purposes set forth in the Recitals herein.

(3) Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantor's interests as specified above, all expenses including attorneys fees incurred by the Grantor and the Grantee in this action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority.

(4) 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.

(5) The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, provided, however that the Grantor hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement it holds, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code, and Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be bound by the terms of this Conservation Easement.

(6) The Grantee agrees to pay any real estate taxes or other assessments levied on the Property

C Construction of Terms. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N C G S 121-34, which authorizes the creation of Conservation Easements for purposes including those set forth in the recitals herein, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code and shall be governed by and construed under the laws of the State of North Carolina, United States of America

D Entire Agreement 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 this 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

E Recording Grantee shall record this instrument and any amendment hereto in timely fashion in the official records of New Hanover County, North Carolina, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement

F Notices Any notices shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above or to such other address(es) as either party may establish in writing to the other

In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed to have been given unless, within thirty (30) days after receipt of notice, a written notice of disapproval and the reason therefore has been mailed to the party requesting consent

G Amendments Grantors and Grantee are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that (1) will affect the qualification of this easement under N C G S 121-34 et seq, or under Sections 170(h) of the Internal Revenue Code, (2) is inconsistent with the purposes of this Conservation Easement, or (3) affects the perpetual duration of this conservation Easement. Such amendment(s) shall be effective upon recording in the public records of New Hanover County, North Carolina

The burden of these restrictions created hereby shall run with the property and shall be enforceable against all future owners and tenants in perpetuity, the benefits of these restrictions shall not be appurtenant to any particular parcel of land, but shall be in gross and assignable or transferable as set forth above. Any such assignee or transferee shall have the like power of assignment or transfer.

SUBJECT, also to those matters set forth in **EXHIBIT C** hereto

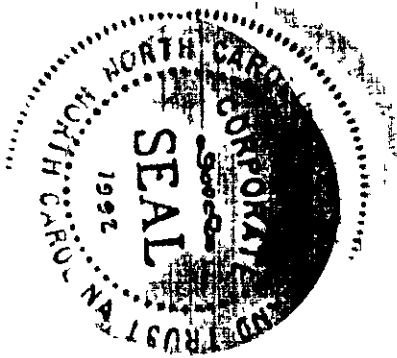
IN WITNESS WHEREOF, Grantor, by authority duly given, has caused these presents to be executed by its President and its corporate seal affixed, and Grantees have set their hands and seals all to be effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR

NORTH CAROLINA COASTAL LAND TRUST

By *Hannah Holt*
Hannah Holt, President



ATTEST

By *Camilla M. Herlevich*
Camilla M Herlevich, Ass't Secretary

GRANTEE

Robert L. Bryden (Seal)
Robert L. Bryden
Ann E. Stapleton (Seal)
Ann E. Stapleton

**STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER**

I, Catherine G Gorum, a Notary Public of New Hanover County, North Carolina do hereby certify that Camilla M Herlevich personally appeared before me this day and acknowledged that she is the Assistant Secretary of **NORTH CAROLINA COASTAL LAND TRUST**, a non-profit corporation, and that by authority duly given and as act of the corporation the foregoing instrument was signed in its name by Hannah Holt, its President, sealed with its corporate seal and attested by herself as its assistant secretary

Witness my hand and notarial seal this the 17 day of Nov, 2003

Catherine G. Gorum
Notary Public

My commission expires: January 24, 2007

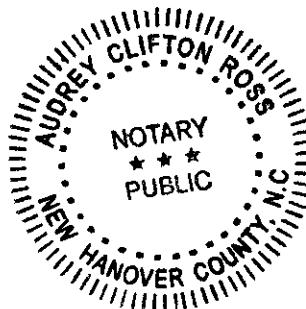


**STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER**

I, Audrey Clifton Ross, a Notary Public of New Hanover County and State of North Carolina, certify that Robert L Bryden and wife, Ann E Stapleton personally appeared before me this day and acknowledged the execution of the foregoing instrument Witness my hand and official stamp or seal, this 18 day of November, 2003

My Commission Expires. 11/14/08

Audrey Clifton Ross Notary Public



**STATE OF NORTH CAROLINA
NEW HANOVER COUNTY**

The Foregoing (or annexed) Certificate(s) of _____

Notary(ies) Public (is)(are) Certified to be correct

This instrument was filed for Registration on the Day and Hour in the Book and Page shown in the First page hereof.

, Register of Deeds

This instrument prepared by and should be returned to
Camilla M. Herlevich, Attorney at Law
North Carolina Coastal Land Trust
3806-B Park Avenue
Wilmington, NC 28403

EXHIBIT A
Legal Description

Beginning in the western boundary line of the U S Highway 421 variable right of way and the northeastern most corner of the subject tract at a point labeled "24" on that certain map entitled "Map for Steven D Royal et al" by Sherwin D Cribb dated August 29, 2000, and recorded in Map Book 40, Page 78, of the New Hanover County Registry (the "Map") and being the POINT AND PLACE OF BEGINNING, thence along the following numbered points as shown on the Map, the following calls and distances

- Thence South 05° 29' 01" East for 220 73 feet to a point numbered 25
- Thence South 89° 43' 48" West for 664 82 feet to a point numbered 26
- Thence South 05° 10' 48" West for 1042 65 feet to a point numbered 27
- Thence North 89° 38' 19" East for 49 61 feet to a point numbered 28
- Thence North 89° 38' 19" East for 201 28 feet to a point numbered 29
- Thence North 89° 33' 22" East for 567.97 feet to a point numbered 30
- Thence North 89° 44' 08" East for 25 00 feet to a point numbered 77
- Thence South 00° 14' 40" East for 1693 61 feet to a point numbered 31
- Thence South 08° 39' 45" West for 284 19 feet to a point numbered 32
- Thence North 84° 07' 34" West for 980 60 feet to a point numbered 33
- Thence South 04° 20' 26" West for 1796 37 feet to a point numbered 34
- Thence North 83° 25' 26" East for 300 00 feet to a point numbered 35
- Thence South 04° 04' 46" West for 350 00 feet to a point numbered 36
- Thence South 88° 22' 34" East for 360 17 feet to a point numbered 37
- Thence North 08° 43' 56" East for 336 8 feet to a point numbered 38
- Thence North 53° 43' 55" East for 36 28 feet to a point numbered 39
- Thence North 53° 43' 56" East for 109 30 feet to a point numbered 40
- Thence South 08° 48' 19" West for 460 55 feet to a point numbered 41

Thence North 86° 59' 41" West for 60 16 feet to a point numbered 42

Thence North 86° 56' 12" West for 379 82 feet to a point numbered 43

Thence South 03° 14' 05" West for 436 49 feet to a point numbered 44

Thence west along the northern bank of the Cape Fear River as shown on the Map to a point numbered 57 on the Map, the following calls and distances.

Points 44 – 45	South 84° 10' 48" West	56 22'
Points 45 – 46	South 74° 37' 03" West	193 56'
Points 46 – 47	South 76° 13' 58" West	216 18'
Points 47 – 48	South 70° 35' 03" West	126 06'
Points 48 – 49	South 68° 37' 49" West	369 17'
Points 49 – 50	South 64° 25' 58" West	283 12'
Points 50 – 51	South 77° 01' 04" West	170 51'
Points 51 – 52	South 85° 42' 55" West	363 92'
Points 52 – 53	North 86° 07' 03" West	201 77'
Points 53 – 54	North 78° 32' 35" West	215 20'
Points 54 – 55	North 74° 28' 21" West	230 47'
Points 55 – 56	North 57° 53' 29" West	196 20'
Points 56 – 57	North 26° 52' 13" West	144 69'

Thence in a northerly direction along the eastern bank of the Cape Fear River labeled as Horse Shoe Bend on the Map to a point numbered 69 on the Map, the following calls and distances

Points 57 – 58	North 08° 50' 28" East	190 51'
Points 58 – 59	North 34° 44' 06" East	209 28'
Points 59 – 60	North 45° 44' 59" East	304 06'
Points 60 – 61	North 49° 34' 16" East	325 92'
Points 61 – 62	North 56° 38' 53" East	411 04'
Points 62 – 63	North 40° 16' 09" East	376 71'
Points 63 – 64	North 23° 43' 08" East	337 34'
Points 64 – 65	North 02° 33' 03" East	391 37'
Points 65 – 66	North 18° 55' 46" West	405 03'
Points 66 – 67	North 27° 37' 28" West	273 79'
Points 67 – 68	North 39° 40' 30" West	253 00'
Points 68 – 69	North 47° 37' 38" West	283 63'

Thence North 00° 17' 56" East approximately 3141 35 feet to the southernmost boundary of the Seaboard Coast Line Railroad 130 foot right of way as shown on the Map

Thence South 82° 39' 37" East for 2618 08 feet to the POINT AND PLACE OF BEGINNING at point numbered 24

EXHIBIT B

Permit

**COUNTY OF NEW HANOVER
STATE OF NORTH CAROLINA
ORDER GRANTING A SPECIAL USE PERMIT
For a Dwelling Unit incidental to the principle Use
S-501, 05/03**


The County Commissioners for New Hanover County having held a public hearing on June 2, 2003 to consider application number S-501 submitted by The North Carolina Coastal Land Trust for a special use permit to locate a dwelling unit incidental to the principle use in an I-2 Heavy Industrial Zoning District located on 477 acres of property on the west side of US Highway 421 between the Northeast Cape Fear River Bridge and the Railroad Bridge and having heard all of the evidence and arguments presented at the hearing, make the following FINDINGS OF FACT and draw the following CONCLUSIONS

1. The County Commissioners FIND AS A FACT that all of the specific requirements set forth in Section 72-27 of the County Zoning Ordinance WILL be satisfied if the property is developed in accordance with the plans submitted to the County Commissioners
2. It is the County Commissioners' CONCLUSION that the proposed use DOES satisfy the first general requirement listed in the Ordinance, namely that the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved. In support of this conclusion, the Commissioners make the following FINDINGS OF FACT
 - A. The subject property is located within the 421 North Fire District.
 - B. Proposed access to the site is from US 421
 - C. The site is served by private water and sewer
3. It is the County Commissioners' CONCLUSION that the proposed use DOES satisfy the second general requirement listed in the Ordinance, namely that the use meets all required conditions and specifications. In support of this conclusion, the Commissioners make the following FINDINGS OF FACT
 - A. One dwelling unit is proposed on the 477 acre site
 - B. The proposed location meets all setback requirements
 - C. The dwelling shall be occupied solely by the person engaged in the maintenance of the conservation land, an employee of the organization holding the conservation easement, or their family members residing with them
 - D. The petitioner has stated that a dwelling unit is permitted within the Conservation Easement
4. It is the County Commissioners' CONCLUSION that the proposed use DOES satisfy the third general requirement listed in the Ordinance, namely that the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity. In support of this conclusion, the Commissioners make the following FINDINGS OF FACT
 - A. The subject property is located in an I-2 Heavy Industrial District
 - B. The subject property is more than 400 acres
 - C. Nearby properties are used for industrial purposes. There is also an outdoor shooting range approximately 3,000 feet south of the subject property

5. It is the County Commissioners' CONCLUSION that the proposed use DOES satisfy the fourth general requirement listed in the Ordinance, namely that the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development for New Hanover County. In support of this conclusion, the Commissioners make the following FINDINGS OF FACT
- A. The site is classified Conservation by the New Hanover County Comprehensive Plan. The purpose of the conservation class is to provide for effective long-term management and protection of significant, limited or irreplaceable natural resources while protecting the rights of the property owner.
 - B. The proposed dwelling unit is for a caretaker who will help protect the conservation easement from illegal dumping, hunting, and other illicit activities.
6. Therefore, because the County Commissioners conclude that all of the general and specific conditions precedent to the issuance of a SPECIAL USE PERMIT HAVE been satisfied, IT IS ORDERED that the application for the issuance of a SPECIAL USE PERMIT BE GRANTED subject to the following conditions
- A. That the applicant shall fully comply with all of the specific requirements stated in the Ordinance for the proposed use, as well as any additional conditions hereinafter stated.
 - B. If any of the conditions imposed by this special use permit shall be held invalid beyond the authority of this Board of Commissioners by a court of competent jurisdiction, then this permit shall become void and of no effect.
 - C. Other
 - 1. All other applicable federal, state and local laws.

Ordered this 2nd day of June 2003




Ted Davis, Jr., Chairman

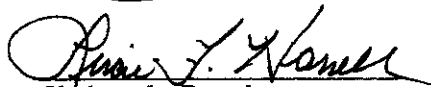

Clerk to the Board

EXHIBIT C
Title Exceptions

- 1 Easement(s) to Southern Bell Telephone and Telegraph Company recorded in Book 303, Page 600, New Hanover County Registry
- 2 Easement(s) to Tidewater Power Company, recorded in Book 243, Page 375, Book 258, Page 222, and Book 311, Page 364, New Hanover County Registry
- 3 Rights-of-way in favor of Carolina Power and Light Company
- 4 Rights-of-way in favor of North Carolina State Highway Commission
- 5 Easement(s) to North Carolina Department of Transportation recorded in Book 1177, Page 1106, New Hanover County Registry
- 6 Right(s)-of-way to North Carolina Natural Gas Company, recorded in Book 633, Page 131, New Hanover County Registry
- 7 Right(s)-of-way of Seaboard Coast Line Railroad
- 8 Easements and any other facts as shown on map recorded in Map Book/Cabinet 40, Page 78, New Hanover County Registry
- 9 Existing easements for public roads and utilities now in use
- 10 Such state of facts as would be disclosed by an accurate survey and inspection of the land
- 11 Riparian rights or title to that portion of the land lying below the highwater mark of the Cape Fear River and Old Horse Shoe Bend
12. Rights, if any, of Signature Outdoor Advertising, Inc., under that certain Unrecorded Real Estate Lease Agreement dated August 1998 for the term of five years between Fleming-Royal Property and Signature Outdoor Advertising Company, Inc



REBECCA T. CHRISTIAN
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 11/18/2003 02:49:01 PM
Book: RE 4099 Page: 153-171
Document No.: 2003074332
DEED 19 PGS \$65.00
NC REAL ESTATE EXCISE TAX: \$120.00
Recorder: LIESEL WARD

State of North Carolina, County of New Hanover

The foregoing certificate of CATHERINE G GORUM , AUDREY CLIFTON ROSS Notaries are certified to be correct. This 18TH of November 2003

REBECCA T. CHRISTIAN , REGISTER OF DEEDS

By: Liesel Ward
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2003074332

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