

FOR REGISTRATION JUDITH A. GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2004 JAN 06 09:52 AM  
BK: 16643 PG: 766-780 FEE: \$53.00  
INSTRUMENT # 2004002763



2004002763

**Upon recording, please return to:**  
**Crosland Land Company**  
**141 Scaleybark Road**  
**Charlotte, North Carolina 28209**

Cross-Reference to instruments recorded at:

Book 12837  
Page 143  
Book 15919  
Page 646

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ABOVE SPACE FOR RECORDER'S USE

## **DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS**

THIS DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS ("**Declaration**") is made this 5<sup>th</sup> day of January, 2004, by BLAKENEY HEATH LIMITED PARTNERSHIP, a North Carolina limited partnership ("**Declarant**") and by CROSLAND BLAKENEY PRESERVE, LLC, a North Carolina limited liability company ("**Crosland**").

### **BACKGROUND STATEMENT**

WHEREAS, Declarant is the developer of that mixed use planned community known as Blakeney located in Mecklenburg County, North Carolina ("**Blakeney**") being more particularly described in that certain Declaration of Covenants and Easements for Blakeney (also known as the Declaration of Covenants, Conditions, and Restrictions for Blakeney) which was recorded on October 31, 2001, in Book 12837, Page 143, *et seq.*, in the Office of the Register of Deeds for Mecklenburg County, North Carolina, as it may be supplemented and amended (the "**Blakeney Declaration**"); and

WHEREAS, a portion of the property comprising the Blakeney community is known as Blakeney Professional Center ("**Professional Center**") being more particularly described in that certain Declaration of Covenants, Conditions and Restrictions for Blakeney Professional Center,

which was recorded on August 14, 2003, in Book 15919, Page 646, *et seq.*, in the Office of the Register of Deeds for Mecklenburg County, North Carolina, as it may be supplemented and amended (the "**Professional Center Declaration**"), and consisting of all or a portion of the property owned by Declarant and described on Exhibit "A" attached to this Declaration; and

WHEREAS, Crosland is developing certain property within Blakeney, situated adjacent to property included or proposed to be included in the Professional Center and being more particularly described on Exhibit "B" ("**Residential Property**"), as a residential community to be known as Blakeney Preserve; and

WHEREAS, in order to satisfy certain local government zoning and subdivision requirements for Blakeney, Crosland desires to obtain easements for the benefit of the Residential Property for vehicular and pedestrian access over the private streets now or hereafter constructed within the Professional Center ("**Private Streets**"); and

WHEREAS, the Private Streets are presently owned by the Declarant and intended to become Common Area of Blakeney Professional Center Association, Inc. (the "**Association**") pursuant to the Professional Center Declaration; and

WHEREAS, that portion of the Residential Property described on Exhibit "B-1" ("**Wetland Preserve**") consists of a wetland preserve to be maintained by the homeowners association established to administer the Residential Property, which preserve may contain passive amenities such as a walking trail, picnic areas, and park benches; and

WHEREAS, the Declarant acknowledges that the Wetland Preserve will enhance the environment and aesthetics of the Professional Center and desires to obtain easements for access to and use of the Wetland Preserve for the benefit of the owners and occupants of the Professional Center; and

WHEREAS, Article I and Article XVII of the Professional Center Declaration contemplate and authorize the Declarant or the Association to enter into a declaration of easements and covenant to share costs with any owners association or owner of property within or adjacent to Blakeney, creating easements for the benefit of the Association or other properties within Blakeney and providing for the sharing of costs related to the properties subject to such easements;

NOW, THEREFORE, the Declarant and Crosland, by executing and recording this Declaration, declare their intent to submit to the terms of this Declaration that portion of the real property described on Exhibit "A" attached hereto which is now or hereafter made subject to the Professional Center Declaration and the real property described on Exhibit "B" attached hereto. Such property shall be owned, held, used, conveyed, and encumbered subject to this Declaration, which is made for the express benefit of the present and future owners of each portion of such property and shall be binding on all persons now or hereafter having any right, title, or interest in such property, and their successors and assigns. This Declaration shall also be binding upon Blakeney Professional Center Association, Inc. and any homeowners association now or hereafter created to administer the Residential Property ("**Residential Association**").

## ARTICLE I

### Easements

1.1. Easement of Access Over Private Streets. Declarant hereby creates and grants to the present and future owners of each portion of the Residential Property a perpetual, non-exclusive easement for pedestrian and vehicular access, ingress, and egress over and through the private streets now and hereafter constructed within any portion of the Professional Center, which easement may be exercised by such owners, the occupants of the homes constructed within the Residential Property, and their guests and invitees, subject to such reasonable regulations as the Association may establish with general applicability to its members.

1.2. Easement for Access to Wetland Preserve. Crosland hereby creates and grants to the present and future owners each portion of the Professional Center, an easement for pedestrian access, use and enjoyment of any walking trail, picnic facilities and benches now or hereafter constructed or installed within the Wetland Preserve, which easement may be exercised by such owners, their tenants leasing space in the Professional Center, and their respective employees, guests, and invitees subject to such reasonable regulations as the Residential Association may establish with general applicability to its members.

## ARTICLE II

### Management, Control, and Maintenance of Easement Areas

#### 2.1. Management and Control.

(a) The Association shall be responsible for management, operation, and control of the Private Streets, subject to this Declaration and any covenants, restrictions and easements set forth in the deed or other instrument transferring the Private Streets to the Association. The Association, acting through its board of directors, may adopt and enforce reasonable rules regulating use of the Private Streets, provided that they do not discriminate against persons entitled to exercise, or unreasonably interfere with the exercise of, the easement granted in Section 1.1. The Association, after written notice to the violator and an opportunity for a hearing before its board of directors, may impose monetary fines for violations of such rules, which fines shall constitute a lien against that portion of the Residential Property owned or occupied by the violator. Such lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure in the same manner as deeds of trust may be foreclosed under North Carolina law. In addition, the Association may file suit to recover damages for violations or to obtain a decree ordering compliance with its rules without foreclosing its lien.

(b) Crosland or, upon conveyance of the Wetland Preserve to a Residential Association, the Residential Association, shall be responsible for management, operation, and control of the Wetland Preserve, subject to this Declaration and any covenants, restrictions and easements set forth in the deed or other instrument transferring the Wetland Preserve to the Residential Association. The Residential Association, acting through its board of directors, may

adopt and enforce reasonable rules regulating use of the Wetland Preserve, provided that they do not discriminate against persons entitled to exercise, or unreasonably interfere with the exercise of, the easement granted in Section 1.2. The Residential Association, after written notice to the violator and an opportunity for a hearing before its board of directors, may impose monetary fines for violations of such rules, which fines shall constitute a lien against that portion of the Professional Center owned or occupied by the violator. Such lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure in the same manner as deeds of trust may be foreclosed under North Carolina law. In addition, the Residential Association may file suit to recover damages for violations or to obtain a decree ordering compliance with its rules without foreclosing its lien.

2.2. Maintenance.

The Association shall maintain the Private Streets in good order and repair and in compliance with all applicable governmental requirements, free of excessive cracks or potholes and in a manner consistent with the Community-Wide Standard established pursuant to the Blakeney Declaration. The Residential Association shall maintain the Wetland Preserve in a natural state and in compliance with all applicable governmental requirements, and shall maintain any walking trails, benches, and picnic facilities in good order and repair and in a manner consistent with the Community-Wide Standard established pursuant to the Blakeney Declaration.

2.3. Insurance. The Association shall maintain insurance on the Private Streets as required under the terms of the Professional Center Declaration. The Residential Association shall maintain general commercial liability insurance and property insurance on any insurable improvements within the Wetland Preserve in such amounts as the Residential Association's board of directors deems prudent, but not less than the amounts required under any declaration of covenants, conditions and restrictions or similar instrument applicable to the Residential Property.

### **Article III**

#### **Covenant to Share Costs**

In recognition of the mutual benefits provided to the Residential Property and the Professional Center by this Declaration, the each association's share of the costs incurred by the other in performing their respective responsibilities under this Declaration are deemed to be approximately equal and offsetting.

## Article IV

### General Provisions

#### 4.1. Amendment.

(a) The Declarant and Crosland may amend this Declaration at any time and from time to time (i) to bring any provision of this Declaration into compliance with any applicable law, ordinance, governmental rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Residential Property or the Professional Center; or (iii) to satisfy the requirements of any institutional or governmental lender, purchaser, holder, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the Residential Property or the Professional Center; however, any such amendment shall not adversely affect the title to any property unless the owner thereof shall consent in writing.

(b) In addition to the above, this Declaration may be amended at any time and for any purpose by an instrument executed by the owner of the Wetland Preserve and the owner of the Private Streets.

(c) Amendments to this Declaration shall become effective upon recording in the office of the Register of Deeds for Mecklenburg County, North Carolina, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

#### 4.2. Duration.

This Declaration shall remain in effect for a term of 30 years from the date it is recorded in the Office of Register of Deeds of Mecklenburg County, North Carolina, subject to any amendments that may be adopted during such period in accordance with the procedures described in this Declaration. After such time, this Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by the Association, the Residential Association or other owner of the Wetland Preserve, and by Blakeney Association, Inc. is recorded within the year preceding any extension, agreeing to terminate this Declaration, in which case this Declaration shall terminate as of the date specified in such instrument.

Notwithstanding this, if any provision of this Declaration would be unlawful, void, or voidable by reason of any North Carolina law prohibiting covenants from extending more than 21 years beyond the death of a person identified in such covenant who is living at the time such covenant is made, such provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

4.3. Interpretation.

This Declaration shall be governed by and construed under the laws of the State of North Carolina.

4.4. Gender and Grammar.

The singular, wherever used in this Declaration, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

4.5. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

4.6. Captions.

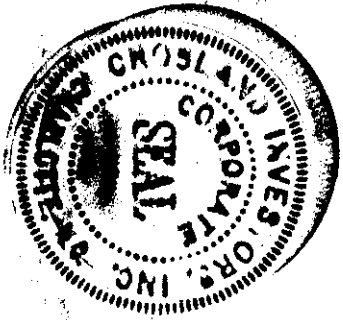
The captions of each Section of this Declaration are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Section to which they refer.

4.7. Exhibits.

Exhibits "A," "B," and "B-1" attached to this Declaration are incorporated by this reference.

IN WITNESS OF the foregoing, the Declarant and Crosland have set their hands and seals as of the date first above written.

DECLARANT: BLAKENEY HEATH LIMITED PARTNERSHIP, a North Carolina limited partnership



[corporate seal]

BY: CROSLAND, INC., a North Carolina corporation, its general partner

By: William G. Daleure II  
Name: William G. Daleure, II  
Its: Vice President

Attest: Lolita M. Gaines  
Name: Lolita M. Gaines  
Its: Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Rhonda R. Bishop, the undersigned Notary Public for the County of Union and State aforesaid, certify that Lolita M. Gaines personally came before me this day and acknowledged that she is the Assistant Secretary of Crosland, Inc., a North Carolina corporation, general partner of Blakeney Heath Limited Partnership, a North Carolina limited partnership, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by William G. Daleure, II, its Vice President, sealed with the corporate seal and attested by Lolita M. Gaines, its Assistant Secretary.

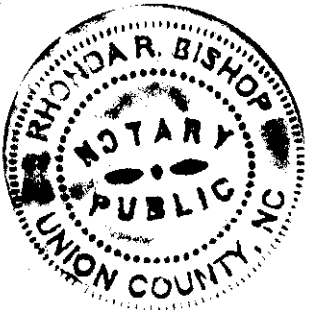
Witness my hand and official seal this 5th day of January, 2004

Rhonda R. Bishop

Notary Public

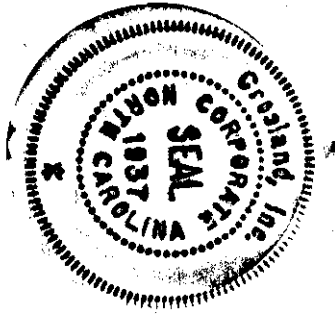
My Commission Expires: May 7, 2008

[NOTARY SEAL]



CROSLAND:

CROSLAND BLAKENEY PRESERVE, LLC, a North Carolina limited liability company



[corporate seal]

BY: CROSLAND, INC., a North Carolina corporation, its managing member

By: *William G. Daleure, II*  
Name: William G. Daleure, II  
Its: Vice President

Attest: *Lolita M. Gaines*  
Name: Lolita M. Gaines  
Its: Assistant Secretary

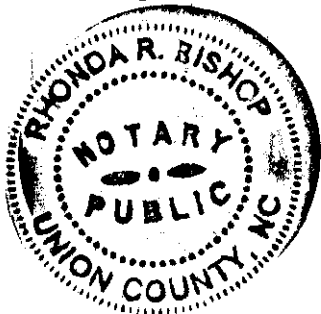
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Rhonda R. Bishop, the undersigned Notary Public of Union County and State aforesaid, certify that Lolita M. Gaines personally came before me this day and acknowledged that she is the Assistant Secretary of Crosland, Inc., a North Carolina corporation, managing member of Crosland Blakeney Preserve, LLC, a North Carolina limited liability company, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by William G. Daleure, II, its Vice President, sealed with the corporate seal and attested by Lolita M. Gaines, its Assistant Secretary.

Witness my hand and official seal this 5th day of January, 2004.

[NOTARY SEAL]



*Rhonda R. Bishop*  
Notary Public  
My Commission Expires: May 7, 2008



## EXHIBIT "A"

### Professional Center

ALL THAT TRACT OR PARCEL OF LAND lying and being in Providence Township, Mecklenburg County, North Carolina and being more particularly described as follows:

Beginning at an existing iron pin marking the northeast corner of Lot 28 of Landon Meadows Phase 2-A as shown on the subdivision plat thereof recorded in Map Book 24, Page 168, in the Office of the Register of Deeds of Mecklenburg County, North Carolina, and the southeast corner of Lot 81 of Coventry at Landon Meadows, Map 2, as shown on the subdivision plat thereof recorded in Map Book 23, Page 778, aforesaid records, thence running S15°57'17"E a distance of 62.91 feet to the TRUE POINT OF BEGINNING; thence N57°22'43"E a distance of 103.12 feet to a point; thence N51°58'49"E a distance of 483.82 feet to a point; thence N26°43'44"E a distance of 213.25 feet to a point; thence N61°47'52"W a distance of 26.91 feet to a point; thence 280.87 feet along the arc of a curve to the right having a radius of 280.50 feet and being subtended on its northeasterly side by a 269.28 foot chord bearing N34°29'57"W; thence N05°48'48"W a distance of 386.82 feet to a point; thence 116.42 feet along the arc of a curve to the left having a radius of 119.50 feet and being subtended on its southwesterly side by a 111.87 foot chord bearing N33°43'24" West; thence N61°38'01"W a distance of 113.42 feet to a point; thence 194.34 feet along the arc of a curve to the right having a radius of 180.50 feet and being subtended on its northeasterly side by a 185.08 foot chord bearing N30°47'23"W; thence N00°03'14"E a distance of 269.37 feet to a point; thence turning and running in an easterly direction along the southerly right-of-way of East-West Circumferential Roadway, a variable width public right-of-way, 429.01 feet along the arc of a curve to the right having a radius of 5,659.58 feet and being subtended on its southerly side by a 428.91 foot chord bearing N85°55'06"E to a right-of-way monument found on said southerly right-of-way; thence 790.64 feet along the arc of a curve to the right having a radius of 5,659.58 feet and being subtended on its southerly side by a 790.00 foot chord bearing S87°54'28"E to an existing iron pin; thence S83°55'13"E a distance of 17.29 feet to an existing iron pin; thence S51°59'48"E a distance of 78.24 feet to an existing iron pin; thence S26°43'11"W a distance of 238.85 feet to an existing iron pin; thence S25°50'01"W a distance of 297.04 feet to an existing iron pin; thence S30°27'55"W a distance of 180.80 feet to a concrete monument; thence S26°43'11"W a distance of 75.49 feet to an existing iron pin; thence S72°25'37"W a distance of 56.38 feet to an existing iron pin; thence S26°43'11"W a distance of 65.62 feet to an existing iron pin; thence S26°14'16"E a distance of 65.35 feet to an existing iron pin; thence S26°43'11"W a distance of 355.64 feet to an existing iron pin; thence S72°25'37"W a distance of 56.38 feet to an existing iron pin; thence S26°43'11"W a distance of 65.62 feet to an existing iron pin; thence S18°59'15"E a distance of 56.38 feet to an existing iron pin; thence S26°43'11"W a distance of 555.64 feet to an existing iron pin; thence S72°25'37"W a distance of 56.38 feet to an existing iron pin; thence S26°43'11"W a distance of 65.62 feet to an existing iron pin; thence S18°59'15"E a distance of 56.38 feet to an existing iron pin; thence S26°43'12"W a distance of 23.75 feet to an existing iron pin; thence S26°33'23"W a distance of 113.28 feet to an existing iron pin; thence N64°16'54"W a distance of 11.44 feet to an existing iron pin; thence N63°28'56"W a distance of 157.83 feet to an existing iron pin marking the northwest corner of

**EXHIBIT "A"**

**Professional Center**  
(continued)

Lot 21 and the northeast corner of Lot 22 of Landon Meadows Phase 2-A as shown on the aforementioned subdivision map thereof; thence N63°19'20"W a distance of 74.93 feet to an existing iron pin marking the northwest corner of Lot 22 and the northeast corner of Lot 23 of Landon Meadows Phase 2-A as shown on the aforementioned subdivision map thereof; thence N63°15'10"W a distance of 42.23 feet to an existing iron pin marking the northwest corner of Lot 23 and the northeast corner of Lot 24 of Landon Meadows Phase 2-A as shown on the aforementioned subdivision map thereof; thence N63°00'16"W a distance of 69.87 feet to a point; thence N15°57'17"W a distance of 189.60 feet to a point which is the TRUE POINT OF BEGINNING; said tract consisting of 30.155 acres as shown on a survey map entitled "30.155 Acres Blakeney Heath Limited Partnership" prepared by GeoScience Group, Inc. dated June 19, 2003, and signed and sealed by Scott Alan Tierney, North Carolina Professional Land Surveyor, Registration No. L-3166.

## **EXHIBIT "B"**

### **Residential Property**

Being all of a 20.544 acre parcel of land situated in Providence Township, Mecklenburg County, North Carolina as described in Deed Book 6396, Page 229, Mecklenburg County Registry, and more particularly described by metes and bounds as follows:

BEGINNING at a found right of way monument on the southerly right of way line of the East -West Circumferential Roadway, said iron pin being on the northeasterly corner of Highgrove Heath LLC, as referenced in Deed Book 8792, Page 360, Mecklenburg County Registry.

Thence, with the southerly right of way line of said East -West Circumferential Roadway, the following two courses:

1. N 77° 47' 15" E, 61.27 feet to a found right of way monument.
2. With the arc of circular curve to the right having a radius of 5659.58 feet, an arc length of 523.91 feet and a chord which bears N 81° 06' 02" E, 523.72 feet to a new iron pin.

Thence leaving said southerly right of way line of East -West Circumferential Roadway, through the property of Blakeney Heath Limited Partnership as referenced in Deed Book 6396, Page 229, the following three courses:

1. S 08° 44' 02" E, 202.53 feet to a computed point.
2. With the arc of circular curve to the left having a radius of 457.50 feet, an arc length of 361.71 feet and a chord which bears S 31° 23' 00" E, 352.36 feet to computed point.
3. S 13° 21' 07" W, 8.95 feet to a computed point, the northeasterly corner of Wetlands Area. "S".

Thence, with the easterly line of a Wetlands Area "S", the following three courses:

1. S 13° 21' 07" W, 25.97 feet to a computed point.
2. S 00° 08' 46" E, 13.63 feet to a computed point.
3. S 01° 24' 16" W, 24.96 feet to a computed point the southeasterly corner of said Wetlands Area "S".

Thence, continuing through the said property of Blakeney Heath Limited Partnership, S 08° 05' 51" E, 124.81 feet to a computed point, the northeasterly corner of a Wetlands Area "V".

Thence, with the easterly line of said Wetlands Area "V", the following eighteen courses:

1. S 29° 02' 50" E, 27.26 feet to a computed point.
2. S 39° 09' 26" W, 25.71 feet to a to a computed point.
3. S 75° 43' 17" W, 20.20 feet to a to a computed point.
4. S 31° 35' 40" E, 30.37 feet to a to a computed point.
5. S 42° 09' 26" E, 27.94 feet to a to a computed point.
6. S 73° 00' 40" E, 39.80 feet to a to a computed point.
7. S 62° 39' 38" W, 22.46 feet to a to a computed point.
8. S 58° 30' 02" W, 31.08 feet to a to a computed point.
9. S 19° 42' 05" W, 24.28 feet to a to a computed point.
10. S 02° 01' 58" W, 31.86 feet to a to a computed point.
11. N 60° 21' 00" E, 32.44 feet to a to a computed point.
12. N 64° 39' 44" E, 13.38 feet to a to a computed point.
13. S 23° 56' 37" E, 8.72 feet to a to a computed point.
14. S 52° 58' 26" W, 12.12 feet to a to a computed point.

## **EXHIBIT "B"**

### **Residential Property** (continued)

15. S 42° 32' 08" W, 18.28 feet to a to a computed point.
16. S 05° 47' 17" E, 27.90 feet to a to a computed point.
17. S 55° 07' 40" E, 46.46 feet to a to a computed point.
18. S 14° 16' 41" E, 46.41 feet to a to a computed point, the northeasterly corner of Wetlands Area "X".

Thence, with the easterly line of Wetlands Area "X", the following twelve courses:

1. S 00° 25' 00" W, 32.79 feet to a to a computed point.
2. S 25° 45' 45" E, 37.97 feet to a to a computed point.
3. S 12° 36' 52" E, 34.32 feet to a to a computed point.
4. S 12° 37' 41" E, 26.16 feet to a to a computed point.
5. S 16° 12' 33" E, 44.46 feet to a to a computed point.
6. S 18° 11' 30" E, 55.14 feet to a to a computed point.
7. S 18° 39' 40" E, 22.19 feet to a to a computed point.
8. S 02° 57' 24" E, 39.03 feet to a to a computed point.
9. S 37° 07' 24" W, 32.25 feet to a to a computed point.
10. S 13° 31' 12" W, 25.38 feet to a to a computed point.
11. S 61° 56' 53" E, 17.49 feet to a to a computed point.
12. S 44° 17' 47" E, 29.29 feet to a to a computed point.

Thence, through Wetlands Area "X", S 44° 08' 49" W, 21.16 feet to a to a computed point on the easterly line of Wetlands Area "X".

Thence, continuing with the easterly line of Wetlands Area "X", the following nine courses:

1. S 29° 17' 27" W, 28.26 feet to a to a computed point.
2. S 57° 57' 21" W, 26.53 feet to a to a computed point.
3. S 61° 13' 25" W, 31.16 feet to a to a computed point.
4. S 46° 44' 23" W, 35.45 feet to a to a computed point.
5. S 35° 52' 32" W, 17.21 feet to a to a computed point.
6. S 38° 13' 07" W, 41.12 feet to a to a computed point.
7. S 80° 38' 25" W, 27.62 feet to a to a computed point.
8. S 48° 56' 19" W, 36.73 feet to a to a computed point.
9. S 54° 30' 50" W, 28.05 feet to a to a computed point, the southerly corner of Wetlands Area "X".

Thence, through the said property of Blakeney Heath Limited Partnership, S 53° 27' 55" W, 38.92 feet to a computed point on the easterly line of Wetlands Area "Z".

Thence, with the easterly line of Wetlands Area "Z", the following six courses:

1. S 08° 55' 38" E, 13.29 feet to a to a computed point.
2. S 39° 35' 21" W, 41.94 feet to a to a computed point.
3. S 50° 48' 43" W, 39.89 feet to a to a computed point.
4. S 42° 25' 37" W, 35.02 feet to a to a computed point.
5. S 55° 18' 03" W, 17.79 feet to a to a computed point.
6. S 51° 50' 55" W, 56.60 feet to a to a computed point, the southerly corner of said Wetlands Area "Z".

## **EXHIBIT "B"**

### **Residential Property** (continued)

Thence, through the said property of Blakeney Heath Limited Partnership, S 74° 02' 43" W, 83.38 feet to a new iron pin on the easterly line of Lot 28 of Landon Meadows Phase 2-A, as recorded in Map Book 24, Page 168, Mecklenburg County Register of Deeds.

Thence, with the easterly line of Lot 28 of Landon Meadows Phase 2-A, N 15° 57' 17" W, 47.72 feet to an existing iron pin, the southeasterly corner of Lot 81, Coventry at Landon Meadows Map 2, as recorded in Map Book 23, Page 778, Mecklenburg County Register of Deeds.

Thence, with the easterly line of said Coventry at Landon Meadows, Map 2, the following four courses:

1. With the easterly line of Lots 81 and 80, N 15° 51' 28" W, 142.14 feet to a found concrete monument, the southeasterly corner of Lot 79.
2. With the easterly line of Lots 79 and 78, N 15° 49' 57" W, 130.02 feet to an existing iron pin, the southeasterly corner of Lot 77.
3. With the easterly line of Lots 77, 76, 75, and 74, N 16° 08' 01" W, 278.41 feet to an existing iron pin, the southeasterly corner of Lot 73.
4. With the easterly line of Lots 73 and 72, N 15° 26' 59" W, 211.61 feet to an existing iron pin, the southeasterly corner of Lot 71.

Thence, with the easterly line of Lot 71, and the easterly line of Lot 49 of Coventry at Landon Meadows Map 1, as recorded in Map Book 23, Page 317 Mecklenburg County Registry, N 15° 49' 22" W, 171.05 feet to an existing iron pin, the southeasterly corner of Lot 48.

Thence, with the easterly line of Coventry at Landon Meadows Map 1, the following two courses:

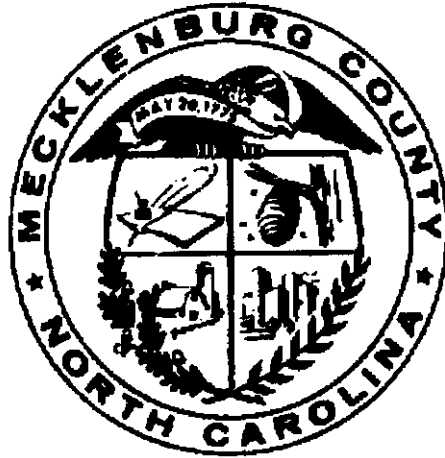
1. With the easterly line of Lot 48, N 15° 51' 21" W, 147.94 feet to an existing iron pin, the southeasterly corner of Lot 47.
2. With the easterly line of Lot 47, N 15° 43' 49" W, 47.10 feet to an existing iron pin, the southeasterly corner of said Highgrove Heath, LLC tract.

Thence, with the easterly line of said Highgrove Heath tract, N 17° 43' 31" W, 523.85 feet to the POINT OF BEGINNING, and containing within these metes and bounds 894,892 square feet, or 20.544 acres of land, more or less, as shown on that "Boundary Survey, Blakeney Parcel "C", by Geoscience Group, Inc., dated: September 19, 2003, and signed and sealed by Scott Alan Tierney, NCPLS L-3166 to which reference is hereby made.

**EXHIBIT "B-1"**

**Wetland Preserve**

All those tracts or parcels of land situated in Providence Township, Mecklenburg County, North Carolina, being a portion of that property described in Deed Book 6396, Page 229, Mecklenburg County Registry and more particularly described by metes and bounds on Exhibit "B," and being designated Wetland Area "S," Wetland Area "V," Wetland Area "X," and Wetland Area "Z" on that "Boundary Survey, Blakeney Parcel "C", by Geoscience Group, Inc., dated: September 19, 2003, and signed and sealed by Scott Alan Tierney, NCPLS L-3166, to which reference is hereby made.



JUDITH A. GIBSON  
REGISTER OF DEEDS, MECKLENBURG  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE, NC 28202

\*\*\*\*\*

Filed For Registration: 01/06/2004 09:52 AM  
Book: RE 16643 Page: 766-780  
Document No.: 2004002763  
ESMT 15 PGS \$53.00  
Recorder: LINDA CASTLEBERRY

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State of North Carolina, County of Mecklenburg

The foregoing certificate of RHONDA R BISHOP Notary is certified to be correct. This 6TH of January 2004

JUDITH A. GIBSON, REGISTER OF DEEDS By: Valerie F. White  
Deputy/Assistant Register of Deeds

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