

July 12, 2019

M&C 02735-0206

Kimberly Tyson
Chatham County Planning
80-A East Street
Pittsboro, NC 27312-0130

RE: Final Plat Submittal – US Steel Section 2; 61 Lots

Ms. Tyson:

Enclosed please find our final plat submittal for the US Steel Section 2. There are 61 lots within the US Steel Section 2 property, 6 lots of which are part of the Phase 16 North phase of Briar Chapel. The approved public street names within this phase are Boone Street (roadway extended from the Phase 16 South and US Steel Section 1 phases) and Post Oak Road.

Enclosed in this submittal are the following:

- (6) 24" x 36" paper copies of the final plat (folded)
- Completed major subdivision application
- Completed major subdivision review checklist
- Total costs of improvements letter
- Emergency vehicle accessibility letter
- CD with digital copies of the above information in PDF format
- Updated conservation deed and supplemental declarations
- Draft legal documents to be recorded:
 - Second Declaration of Covenants and Restrictions for the US Steel Conservation Space (5 pages)
 - Deed of Conservation Areas for US Steel Phases 1B and 2 (5 pages)
- Copy of previously approved documents for information only. These documents do not need to be recorded:
 - Signed Timber Management Agreement (8 pages)
 - US Steel Conservation Space Management Plan (3 pages)

Venture IV Building

1730 Varsity Drive

Raleigh, NC 27606

919.233.8091

Fax 919.233.8031

www.mckimcreed.com

If you have any questions during your review, please do not hesitate to give me a call at 919.233.8091.

Sincerely,

McKIM & CREED, INC.



Chris Seamster, PLA
Regional Manager

cc: Mr. Garretson Browne
Mr. Nick Robinson

Prepared by and after recording return to:
Nicolas P. Robinson.
Bradshaw & Robinson, LLP
PO Box 607
Pittsboro, NC 27312

Cross-Reference to Declaration at Book 1880
Page 753

SECOND DECLARATION OF COVENANTS AND RESTRICTIONS –
CONSERVATION SPACE WITHIN US STEEL CONSERVATION SUBDIVISION
(TRACT #2177)

THIS SECOND DECLARATION OF COVENANTS AND RESTRICTIONS (“**Restrictive Covenant**”), is made on this ____ day of _____, 20__ by NNP-Briar Chapel, LLC, a Delaware limited liability company (the “**Declarant**”);

WITNESSETH:

WHEREAS, the Declarant is the developer of the US Steel (Tract #2177) Conservation Subdivision, located in Baldwin Township, Chatham County, North Carolina (“the **Subdivision**”);

WHEREAS, the Subdivision is a Conservation Subdivision within the meaning of the Chatham County Subdivision Ordinance (the “**Ordinance**”);

WHEREAS, the Ordinance requires that a certain amount of “Conservation Space” be retained within the Subdivision and that the same shall be protected in perpetuity by a binding recorded legal document; and

WHEREAS, the Declarant previously executed and filed that Declaration of Covenants and Restrictions- Conservation Space Within US Steel Conservation Subdivision (Tract #2177) dated September 13, 2016 which was recorded in the Office of the Register of Deeds for Chatham County, North Carolina on September 15, 2016 at Book 1880, Page 753, *et seq.* (the “**First Declaration**”), submitting to the terms thereof certain conservation spaces located in Phase 1A of the Subdivision and more particularly described in Exhibit "A" of the First Declaration; and

WHEREAS, the Declarant now desires to designate the additional real property described in Exhibit "A" attached hereto (hereinafter, the “**Conservation Space**”), as Conservation Space pursuant to the Ordinance and protect the Conservation Space in perpetuity through the recordation of this Restrictive Covenant;

NOW THEREFORE, the Declarant hereby unconditionally and irrevocably declares that the Conservation Space shall hereafter be held, used, and conveyed subject to the following restrictions, covenants and conditions, which shall run with the title to the Conservation Space and shall be binding on all parties that now have or hereafter acquire any right, title, or interest in the Conservation Space and all persons who enter upon and use the Conservation Space.

1. **Purposes.** The purposes of this Restrictive Covenant are to prevent any use of the Conservation Space that will violate the current terms of the Ordinance, the provisions of which are incorporated herein by reference.

2. **Enforcement.** The covenants and restrictions contained in this Restrictive Covenant shall be perpetual, shall run with the land, and shall be enforceable by the Declarant, Briar Chapel Community Association, Inc. (the "Association"), their respective successors, successors-in-title and assigns, and by Chatham County, North Carolina.

3. **Restrictions on Use.** No portion of the Conservation Space shall be used in a manner that violates the Ordinance or any other regulation imposed by Chatham County, North Carolina. Without limiting the generality of the foregoing, the following are specifically prohibited within the Conservation Space:

(a) use of any motorized vehicles, except as may be authorized by the Declarant or the Association for purpose of performing maintenance in accordance with the Conservation Space Management Plan approved by Chatham County; and

(b) roads, parking lots, and impervious surfaces, except as may be installed by the Declarant or the Association to provide access to portions of the Conservation Space used for active recreation uses in accordance with the Ordinance.

In addition, the Natural Space portion of the Conservation Space shall be compliant with any existing forestry management plan created and overseen by a North Carolina registered forester until such time as said plan is completed.

4. **Maintenance of Conservation Space.** The Conservation Space shall be maintained and preserved as provided in Section 7.7 of the Ordinance. The Conservation Space shall be “Common Area,” as that term is defined in the Declaration of Covenants, Conditions and Restrictions for Briar Chapel, recorded in Book 1370, Page 1020, *et seq.*, and re-recorded November 28, 2007 in Book 1372, Page 884, *et seq.*, in the Office of the Register of Deeds of Chatham County, North Carolina, as amended, and shall be maintained by the Briar Chapel Community Association, Inc., its successors and assigns.

5. **Additional Rights of Declarant.** No provision of this Restrictive Covenant shall be construed to impair the ability of Declarant, its successors or assigns, to convey the Conservation Space subject to this Restrictive Covenant or to use the Conservation Space for collateral for borrowing purposes, provided that any mortgage or lien arising from any such loan shall be subordinated to this Restrictive Covenant. Any deed to secure debt, deed of trust, or mortgage affecting any portion of the Conservation Space shall at all times be subject and subordinate to the terms of this Restrictive Covenant, and any party foreclosing any such deed to secure debt, deed of trust, or mortgage, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the restrictions and covenants of this Restrictive Covenant.

6. **Amendment.** This Restrictive Covenant may be amended, modified, or terminated by Declarant or its successors or assigns with the express prior written consent of Chatham County, which consent may be withheld in the County's sole and absolute discretion. It is the intent of this instrument to permanently maintain and protect the Conservation Space as provided in the Ordinance.

7. **Interpretation.** This Restrictive Covenant shall be construed and interpreted under the laws of the State of North Carolina. Any ambiguities herein shall be resolved so as to give maximum effect to the purposes of this Restrictive Covenant.

8. **Severability.** If any covenant or restriction of this Restrictive Covenant is found to be invalid, the remaining provisions of this Restrictive Covenant, 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.

[continued on next page]

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument the day and year first above written.

Declarant:

NNP-Briar Chapel, LLC, a Delaware limited liability company

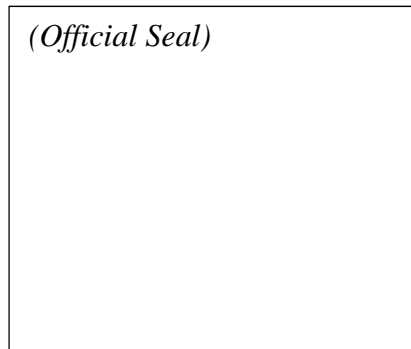
By: _____
Name: Mike Scisciani
Its: Vice President

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, _____, a Notary Public in and for _____ County, North Carolina, certify that Mike Scisciani personally came before me this day and acknowledged that he is Vice President of NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company, and that by authority duly given and as the act of said limited liability company, he executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this _____ day of _____, 20____.



_____, Notary Public

My Commission Expires: _____

EXHIBIT "A"

Conservation Space

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Baldwin Township, Chatham County, North Carolina, and being more particularly described as follows:

Being a portion of "US STEEL COMMON AREA #5" as described on that certain Final Subdivision, Easement and Right-of-Way Dedication Plat of US Steel Phase 1B recorded in the office of the Register of Deeds of Chatham County, North Carolina on July 28, 2017, as Instrument No. 08418 at Plat Slide 2017-233 and Plat Slide 2017-234, as such plat may be revised from time to time ("Phase 1B Plat"), such portion being all that area lying within the "50' Chatham County Wetland Buffer," "100' Chatham County Stream Buffer," and "50' Chatham County Stream/Wetland Buffer" on US STEEL COMMON AREA #5, as described and delineated on the Phase 1B Plat;

AND:

Being a portion of "US STEEL COMMON AREA #6" as described on that certain Final Subdivision, Easement and Right-of-Way Dedication Plat of US Steel Phase 1B recorded in the office of the Register of Deeds of Chatham County, North Carolina on July 28, 2017, as Instrument No. 08418 at Plat Slide 2017-233 and Plat Slide 2017-234, as such plat may be revised from time to time ("Phase 1B Plat"), such portion being all that area lying within the "50' Chatham County Stream Buffer" on US STEEL COMMON AREA #6, as described and delineated on the Phase 1B Plat;

AND:

Being a portion of US STEEL COMMON AREA #7 as described on that certain Final Subdivision, Easement and Right-of-Way Dedication Plat of US Steel Phase 2 recorded in the office of the Register of Deeds of Chatham County, North Carolina on _____, 20____, as Instrument No. _____ at Plat Slide 2019-_____ through Plat Slide 2019-_____, as such plat may be revised from time to time ("Phase 2 Plat"), such portion being all of that area lying within that part of "Conservation Area #3 +/- 0.29 acres 12,540 Sq. Ft." described and delineated on the Phase 2 Plat;

AND

Being a portion of US STEEL COMMON AREA #7 as described on that certain Final Subdivision, Easement and Right-of-Way Dedication Plat of US Steel Phase 2 recorded in the office of the Register of Deeds of Chatham County, North Carolina on _____, 20____, as Instrument No. _____ at Plat Slide 2019-_____ through Plat Slide 2019-_____, as such plat may be revised from time to time ("Phase 2 Plat"), such portion being all of that area lying within that part of "Conservation Area #1 +/- 52.50 acres 2,287,059 Sq. Ft." described and delineated on the Phase 2 Plat;

DRAFT

This instrument prepared by and return to:

Bradshaw Robinson Slawter LLP

Post Office Box 607

Pittsboro, N.C. 27312

PARCEL NOS.

Excise Tax: \$0.00

Brief description for the Index:

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this _____ day of _____, 20____, by and between:

NNP-BRIAR CHAPEL, LLC,
a Delaware limited liability company
1342 Briar Chapel Parkway
Chapel Hill, North Carolina 27516
("Grantor")

and

BRIAR CHAPEL COMMUNITY ASSOCIATION, INC.,
a North Carolina non-profit corporation
1600 Briar Chapel Parkway
Chapel Hill, North Carolina 27516
("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.

WHEREAS, the property described hereby is the Conservation Space within a Conservation Subdivision know as the "US Steel Conservation Subdivision" and located on Chatham County tax parcel no. 2177; and

WHEREAS, pursuant to the Chatham County Subdivision Ordinance, the Conservation Space is to be conveyed and subjected to protective covenants; and

WITNESSETH, that Grantor, for valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in Chatham County, North Carolina, and more particularly described as follows (the “Property”):

See “Exhibit A” attached hereto and incorporated herein by reference, for the legal description of the Property.

The Property described herein does not include the primary residence of the Grantor.

Grantor hereby reserves unto itself, and its successors and assigns, all rights of the Declarant with regard to the Property, as set forth in the Declaration of Covenants, Conditions and Restrictions for Briar Chapel recorded in the Chatham County, North Carolina Office of the Register of Deeds on November 16, 2007 in Deed Book 1370, Page 1020, *et seq.*, and re-recorded November 28, 2007 in Deed Book 1372, Page 884, *et seq.* (the “Declaration”).

Grantee, by accepting this North Carolina Non-Warranty Deed acknowledges that the property described and conveyed herein is taken subject to the rights of Grantor and the rights of Briar Chapel Utilities, LLC, a Delaware limited liability company, its successors and assigns, including but not limited to Old North State Water Company, a North Carolina Corporation (“BC Utilities”) under that certain Effluent Easement and Irrigation Agreement between the Grantor and BC Utilities, dated _____, 20____ and recorded at Book _____, Page _____, Chatham County Registry (the "BC Utilities Agreement"); which rights are hereby reserved unto Grantor and the BC Utilities, their respective successors and assigns. To the extent any item or items of real or personal property to be conveyed pursuant to the Agreement referenced in this paragraph is/are deemed to have been conveyed to Grantee by this deed, Grantee agrees that it shall convey the same to Grantor, BC Utilities or their respective designees, successors or assigns upon demand by Grantor.

Without limiting the foregoing reservation and acknowledgment, the Grantor specifically reserves for itself, and its successors and assigns, and for BC Utilities, a non-exclusive, perpetual easement under, over and upon the portions of the Property indicated on the attached map for (a) the installation, operation, repair, replacement and maintenance of irrigation lines, pumps, booster pumps, irrigation and spray devices, controls and other devices or facilities used in the distribution, collection or discharge of effluent or wastewater treated by BC Utilities, (b) the spray of effluent treated by BC Utilities upon the Property, (c) any other use reasonably related to the wastewater system and (d) access, ingress, egress and regress between any such irrigation, spray, retention, collection, distribution or holding facilities and the public or private roads within Briar Chapel, over and across the Property.

Grantor further reserves for itself, its successors and assigns, an easement of access on and over the Property for the purpose of construction, location, installation, inspection, maintenance, repair, and operation of any improvements on the Property for the benefit of Grantee and its members, and for purposes of correcting (in Grantor's discretion and without obligation) any drainage or other condition on the Property or adjacent property which adversely impacts the Property or other real property, which easement shall terminate automatically with no further documentation on that date which is twenty (20) years after the date hereof.

All of the Property conveyed hereby is “Common Area,” as that term is defined in the Declaration, and is conveyed subject to all easements, rights and obligations pertaining to Common Area and otherwise under the Declaration.

By acceptance and recordation of this Deed, Grantee acknowledges that the Property is conveyed in its "as is" condition, and Grantor expressly disclaims any warranty, express or implied, of any kind or any nature whatsoever with respect to the condition of the Property or any improvements thereon.

TO HAVE AND TO HOLD, the aforesaid Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

Grantor makes no warranty, express or implied, as to the title to the Property hereinabove described. Title to the Property is conveyed subject to the following exceptions:

1. All restrictions, general notes, and other matters shown on the plats referenced on Exhibit A, attached hereto, and all other recorded plats for the US Steel Conservation Subdivision (Tract #2177) ;
2. All easements, obligations, restrictions and other encumbrances set forth in the Declaration, as amended;
3. The Community Covenant for Briar Chapel recorded in the Chatham County, North Carolina Office of the Register of Deeds in Book 1372, Page 996, *et seq.*, in the Office of the Register of Deeds of Chatham County, North Carolina, *et seq.*, as it may be supplemented and amended;
4. Subdivision and other similar governmental regulations and approval conditions now existing relating to the US Steel Conservation Subdivision (Tract #2177);
5. The covenants and reservations contained in this deed;
6. All other easements, rights of way, limitations, conditions, covenants, restrictions and other matters of record;
7. Rights of others in and to all easements and rights-of-way that abut or cross the Property, including, but not limited to, utility and drainage easements, whether appearing of record or shown on any recorded plat identified or referred to in this Deed;
8. Rights of upper and lower riparian owners in and to the waters of streams, creeks or branches crossing or adjoining the Property, and the natural flow thereof, free from diminution or pollution;
9. Matters that would be disclosed by an accurate survey of the Property;
10. Any and all utility, drainage or other similar appurtenances, improvements and fixtures located on or in the Property;
11. Ad valorem property taxes not yet due and payable;
12. The terms of that certain Second Declaration of Covenants and Restrictions for the US Steel Conservation Space, recorded at Book ___, Page ___, Chatham County Registry; and
13. The requirement that the Natural Space portion of the Conservations Space of the Property must be compliant with its forestry management until the completion of such plan.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its company name the day and year first above written.

NNP-BRIAR CHAPEL, LLC,
a Delaware limited liability company

By: _____ (SEAL)
Mike Scisciani, Vice President

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, _____, a Notary Public of _____ County and State aforesaid do hereby certify that Mike Scisciani, Vice President of NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company for the purposes therein expressed.

Witness my hand and official stamp or seal, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

SEAL-STAMP

EXHIBIT A TO NON-WARRANTY DEED

Property Description

[insert legal description]

BUT SPECIFICALLY EXCLUDING THEREFROM all lines, pumps, booster pumps, irrigation and spray devices, controls and other devices or facilities used in the distribution, collection or discharge of effluent or wastewater treated by BC Utilities that Grantor is obligated to convey to BC Utilities pursuant to the BC Utilities Agreement referenced in this Non-Warranty Deed.

March 2014

NNP Briar Chapel, LLC
1342 Briar Chapel Parkway
Chapel Hill, NC 27516

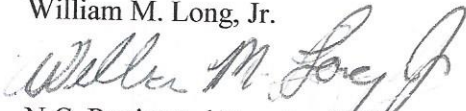
Re: US Steel Subdivision Property Timber Management Plan

Lee Bowman,

Thank you for using me for your Forestry Management Plan. The area in Parcel #2177 in Chatham County, NC has approximately 53 +/- acres in it. The timber in this area had been harvested 16 years ago and had been let to come back in natural stock, seed or sprouting. There is sufficient stocking and needs only time to let the trees grow until a time it can be thinned. There are several streams that bare in the area and need to be protected as specified in the Cape Fear River Basin statutes. Timbering should not occur within riparian buffers nor within flood plain areas. I suggest that in approximately ten to twelve years have a registered forester do another forest inventory on the area and make a recommendation at that time. I understand that the property's previous owners, TCI/Campbell Group, had this property in the Land Use Program and this area should be able to continue in it. Tis area also needs to have the boundaries maintained. In this area you had mentioned in the future establishing a wildlife plot. This would be great but just make sure that it is not in the Stream management Zones.

Thank you again for contacting me on this plan. If I can be of any help in the future, please call me.

William M. Long, Jr.



N.C. Registered Forester #1194

Application for Agriculture, Horticulture, and Forestry Present-Use Value Assessment

(G.S. 105-277.2 through G.S. 105-277.7)

County of **Chatham**

, **NC**

Tax Year

2014

Full Name of Owner(s) NNP/Briar Chapel, LLC			
Mailing Address of Owner 13777 Ballamtyne Corporate Pl.			
City Charlotte	State NC	Zip Code 28277	
Home Telephone Number	Work Telephone Number	Ext.	Cell Phone Number (919) 697-1323

Instructions

Application Deadline: This application must be filed during the regular listing period, or within 30 days of a notice of a change in valuation, or within 60 days of a transfer of the land.

Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: www.domc.com/downloads/CountyList.pdf. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

This application is for: (check all that apply)

AGRICULTURE (includes Aquaculture)

HORTICULTURE

FORESTRY

Enter the Parcel Identification Number, acreage breakdown, and acreage total for each tax parcel included in this application:

PARCEL ID	OPEN LAND in Production	OPEN LAND not in Production	WOOD LAND	WASTE LAND	CRP LAND	HOME SITE	OTHER (Describe in Comments)	TOTAL ACRES
0765-47-2252.000			53.00					53.00
								0.00
								0.00
								0.00
								0.00

Comments:

Yes No ► Does the applicant own property in other counties that is also in present-use value and is within 50 miles of this property? If YES, list the county or counties and parcel identification number(s):

County: _____ Parcel ID: _____

County: _____ Parcel ID: _____

IMPORTANT!

AGRICULTURE and HORTICULTURE applications with LESS than 20 acres of woodland generally need to complete PARTS 1, 2, and 4.

AGRICULTURE and HORTICULTURE applications with MORE than 20 acres of woodland generally need to complete PARTS 1, 2, 3, and 4.

FORESTRY applications need to complete PARTS 1, 3, and 4.

ADDITIONALLY, applications for CONTINUED USE of existing present-use value classification need to complete PART 5.

Please contact the Tax Assessor's office if you have questions about which parts should be completed.

Part 1. Ownership

On what date did the applicant become the owner of the property? **DATE:** 12-15-13

If owned less than four full years on January 1, provide: **Name of Previous Owner:** TCI/Cambell Group

How the Applicant is Related to the Previous Owner: None

Yes No ► Did one of the applicants reside on the property on January 1 of the year for which this application is made?

if YES, provide name of resident:

Yes No ► Are any of the acres leased out to a farmer? If YES, indicate: Number of acres leased out:

Name of farmer leasing the land:

Phone:

Choose the legal form of ownership from "a - e" below, and answer the questions, if any, for that ownership:

a. One Individual

b. Husband and Wife (as tenants by the entirety)

c. Business Entity. (Circle one: Corporation, Limited Liability Company, Partnership) List all the direct shareholders, members, or partners of the business entity and their farming activities:

Member:	Farming Activities:
Member:	Farming Activities:
Member:	Farming Activities:
Member:	Farming Activities:

Yes No ► Are any of the direct shareholders, members, or partners either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individuals' farming activities.

Yes No ► Once you have reached the individual level of ownership interest, are all of the individuals relatives of each other? (See G.S. 105-277.2(5a) for the definition of relative.)

State the principal business of the business entity: *Land Development*

d. Trust. List the trustee(s), name of the trust, and all of the beneficiaries:

Trustee(s):	Name of trust:
Beneficiary:	Farming Activities:
Beneficiary:	Farming Activities:
Beneficiary:	Farming Activities:
Beneficiary:	Farming Activities:

Yes No ► Are any of the beneficiaries either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individual's farming activities.

Yes No ► Once you have reached the individual level of ownership interest, are all of the beneficiaries either the trust's creator or relatives of the creator? (See G.S. 105-277.2(5a) for the definition of relative.)

e. Tenants in common. List the tenants and their percentage of ownership (round to the nearest 0.1%):

Owner	%	Owner	%
Owner	%	Owner	%

Yes No ► Are any of the tenants either a business entity or trust? If YES, you must make a copy of this page for each business entity or trust. You must complete the business entity section only or trust section only for each tenant, as appropriate, labeling each copy with the name of the business entity or trust.

The Tax Assessor may contact you for additional information after reviewing this application.

Part 2. Agriculture and Horticulture

For the past three years and for each tax parcel within the farm unit, enter the agricultural or horticultural products actually produced on the land and the gross income from the sale of the products, including livestock, poultry, and aquatic species. **INCOME INFORMATION IS SUBJECT TO VERIFICATION.**

If payments are received from any governmental soil conservation or land retirement program, indicate the acres and amount of income in the table below. Provide the name of the program in the Product column.

Do not include income received from the rental of the land. Income must be from the sale of the product.

Parcel ID	ONE YEAR AGO 20			TWO YEARS AGO 20			THREE YEARS AGO 20		
	Product	Acres	Income	Product	Acres	Income	Product	Acres	Income
9765-47-2252.									
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0

Yes No ➤ If this application covers a horticultural tract used to grow Christmas trees, has a written management plan been prepared? If YES, attach a copy. If NO, attach a full explanation of your operation that contains at least the following: year each tract was planted, gross income from each tract, site management practices, number of trees per acre, and expected date of harvesting for each tract.

If this application covers an aquatic species farming operation, enter the total pounds produced for commercial sale annually for the last three years: Year 20 : lbs, Year 20 : lbs, Year 20 : lbs

Part 3. Forestry

Attach a complete copy of your forest management plan. Indicate below who prepared the plan:

- N.C. Division of Forest Resources Consulting Forester Owner Other

Note: The property must be actively engaged in the commercial growing of trees under a sound management program as of January 1 of the year for which application is made.

Key elements in a written plan for a sound forestland management program are listed below:

1. Management and Landowner Objectives Statement—Long range and short range objectives of owner(s) as appropriate.
2. Location—Include a map or aerial photograph that locates the property described and also delineates each stand referenced in the "Forest Stand(s) Description/Inventory and Stand Management Recommendations" (item 3 below).
3. Forest Stand(s) Description/Inventory and Stand Management Recommendations – Include a detailed description of various stands within the forestry unit. Each stand description should detail the acreage, species, age, size (tree diameter, basal area, heights), condition (quality and vigor), topography, soils and site index or productivity information. Stand-specific forest management practices needed to sustain productivity, health and vigor must be included with proposed timetable for implementation.
4. Regeneration-Harvest Methods and Dates—For each stand, establish a target timetable for harvest of crop trees, specifying the type of regeneration-harvest (clear cut, seed tree, shelter wood, or selection regeneration systems as applicable).
5. Regeneration Technique—Should include a sound proposed regeneration plan for each stand when harvest of final crop trees is done. Specify intent to naturally regenerate or plant trees.

NOTE: Forest management plans can and should be updated as forest conditions significantly change (e.g. change in product class mix as the stand ages and grows, storm damage, insect or disease attack, timber harvest, thinning, wildfire). The county will audit plans periodically and, to remain eligible for use-value treatment, the plan must be implemented.

Part 4. Affirmation		
<p><u>AFFIRMATION OF APPLICANT</u> – I (we) the undersigned declare under penalties of law that this application and any attachments hereto have been examined by me (us) and to the best of my (our) knowledge and belief are true and correct. In addition, I (we) fully understand that an ineligible transfer of the property or failure to keep the property actively engaged in commercial production under a sound management program will result in the loss of eligibility. I (we) fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.</p>		
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date

Part 5. Continued Use <i>(Complete only if the property is currently in Present-Use Value and you are applying for immediate eligibility under the Continued Use exception. See G.S. 105-277.2(b2)(1) for full details.)</i>		
<p>I certify:</p> <ol style="list-style-type: none"> 1. The property is currently in Present-Use Value. 2. I intend to continue the current use of the land under which it currently qualifies. 3. I understand I will be responsible for all deferred taxes due because of any disqualification. 4. I ACCEPT FULL LIABILITY FOR ANY EXISTING DEFERRED TAXES. <p>Note: If the property is currently in Present-Use Value and liability is not accepted, the full amount of the deferred taxes will typically be due in the name of the grantor immediately. Liability need not be accepted and no deferred taxes are due for qualifying transfers pursuant to G.S. 105-277.3(b) and (b1). For example, liability does not need to be accepted for qualifying transfers to relatives. However, any deferred taxes existing at the time of transfer will remain a lien on the property. Owners already receiving Present-Use Value on properties not included in this application may wish to review the alternative provisions of G.S. 105-277.3(b2)(2).</p>		
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date
Signature of Owner (All tenants of a tenancy in common must sign.)	Title	Date

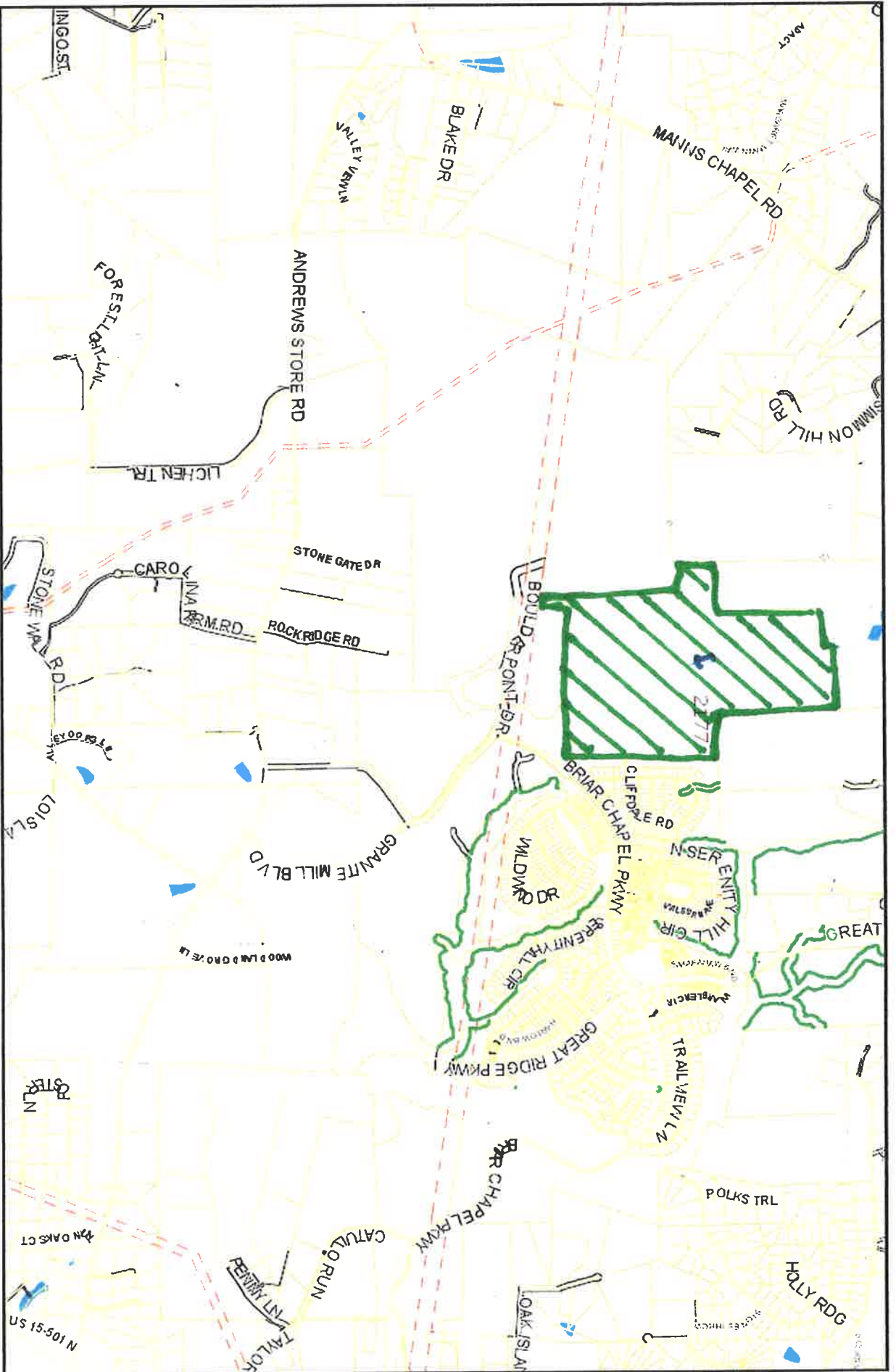
FOR OFFICE USE ONLY: APPROVED DENIED BY: _____ REASON FOR DENIAL: _____



CHATHAM COUNTY, NC

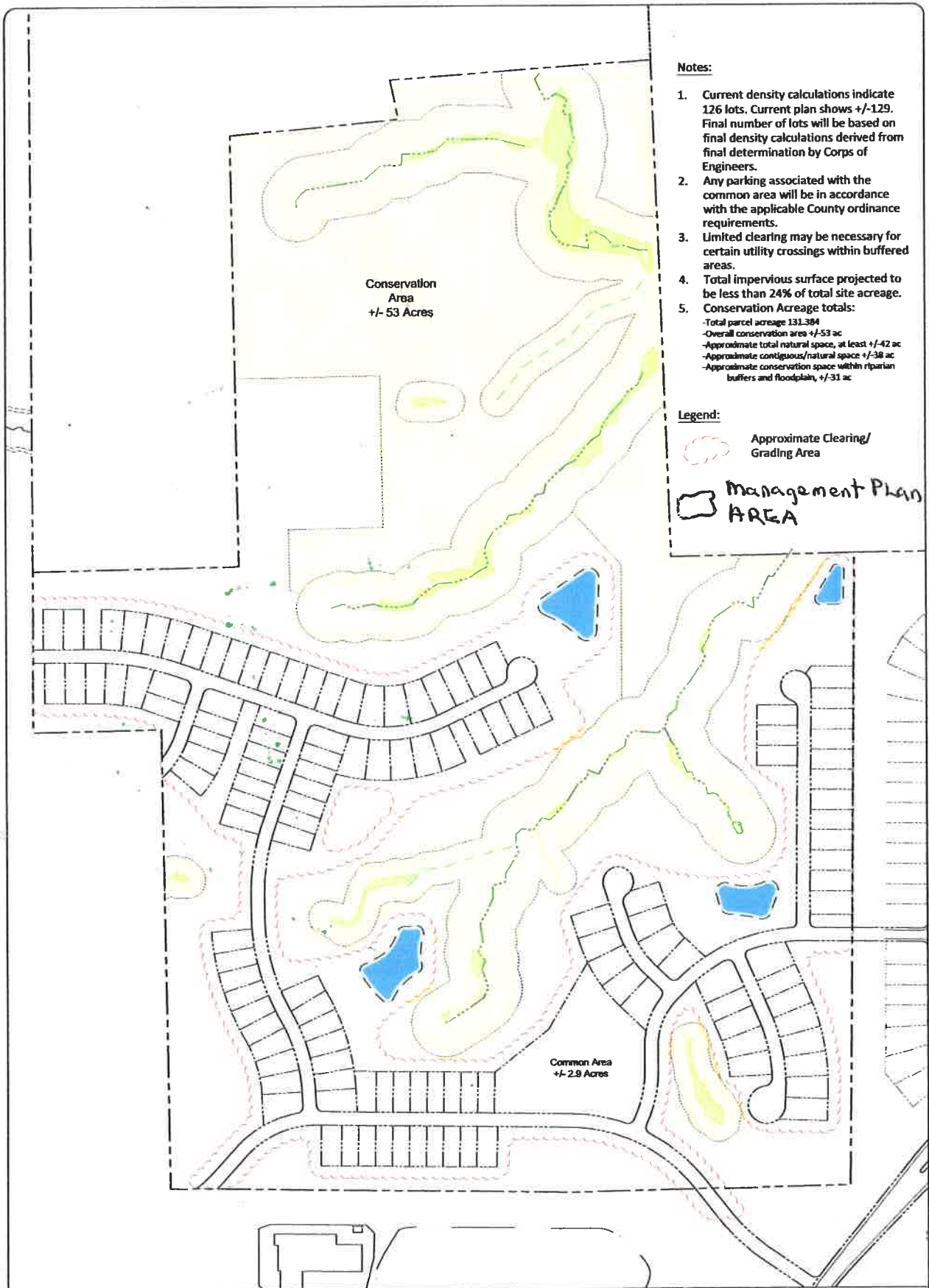
Property Map

Disclaimer:
The data provided on this map are prepared for the inventory of real property found within Chatham County, NC and are compiled from recorded plats, deeds, and other public records and data. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.



One Inch = 1600 Feet





MFKIM & CREED
 1730 Varsity Drive, Suite 500
 Raleigh, North Carolina 27606
 O: 919.233.8091 F: 919.233.8031

Parcel 2177
Site Plan

Scale: 1" = 100'
 Date: February 28, 2014



Woodland Management Plan

Name: NNP Briar Chapel, LLC
Address: 13777 Ballantyne Corporate Pl.
Charlotte N.C. 28277

Date: 3/20/2014

Area Or Field Number *	Approx. # of Acres		Forest Type Or Species & Approx. Age.	Recommended Management Practices & Prescription For Carrying Out Treatment	When Practice Should Be Done, By Whom & Other Information
	Woods	Other			
1	53		15 year old mixed loblolly pine and mixed hardwood	let grow 10 to 12 years and evaluate at time for thinning.	This should be done in year 2024 to 2026.
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

*Area or Field No. above corresponds to same number shown on Woodland Management Map.

DRAFT

CONSERVATION SPACE MANAGEMENT PLAN
FOR U.S. STEEL TRACT 2177 SUBDIVISION

June 1, 2016

NNP-Briar Chapel, LLC

1342 Briar Chapel Parkway, Chapel Hill, NC 27516

Introduction

Below is the Conservation Space Management Plan (the "Plan") for the U.S. Steel Parcel 2177 site (the "Property"). The Property will be developed as a Conservation Subdivision under Section 7.7 of the Chatham County Subdivision Ordinance.

The Property is comprised of +/- 131.364 acres. At least 40% of that amount (52.55 acres) will be preserved as Conservation Space. Up to 20% of the Conservation Space (10.51 acres) may be used as Open Space while at least 80% of the Conservation Space (42.04 acres) will be preserved as Natural Space.

In addition to being a Conservation Subdivision, the project will also sustain a bona fide timber management area within the Natural Space. The immediate prior owners of the land managed the Property for timber.

Management Plan

The Natural Space within the project will not be developed (except for uses allowed under section 7.7D of the Subdivision Ordinance) and will be subject to timber management in accordance with a forestry management plan to be developed by a North Carolina registered forester. The Open Space will likely accommodate possible active recreation area (no more than 5% of Conservation Space) as well as trails and possible spray irrigation area.

- (1) Both the Natural Space and the Open Space will be maintained by Briar Chapel Community Association, Inc. (the "Association") pursuant to the Declaration of Covenants, Conditions and Restrictions for Briar Chapel recorded November 16, 2007 in Book 1370, Page 1020, et seq., and re-recorded November 28, 2007 in Book 1372, Page 884, et seq., in the Office of the Register of Deeds of Chatham County, North Carolina, as such Declaration is amended and supplemented (the "Declaration"). Maintenance and upkeep guidelines will be incorporated in the Declaration and, to the extent necessary, other governing documents of the association.
- (2) Costs associated with maintenance of the Conservation Space will be borne by the Association (or the developer until such time as the association is funded and operational). The Declaration establishes mechanisms for ordinary and special assessments for maintenance of the Conservation Space as part of the "Common Area" of the Community (as such capitalized terms are defined in the Declaration). To the extent a portion of the Open Space may be used for spray irrigation, the facilities and infrastructure associated with the same will be maintained the utility. In such case, the Open Space will also be subject to easements in favor of the utility for installation, maintenance, repair, replacement and upkeep of the infrastructure.

- (3) The Declaration will provide mechanisms and criteria for enforcement of the Plan.
- (4) Prior to grading of any developed area, the southern boundary of the Conservation Space, along with any area adjoining a graded portion of the Open Space, will receive protective fencing as contemplated by the Subdivision Ordinance.

In addition to the foregoing, a permanent restrictive covenant will be recorded to provide for protection for the Conservation Space in accordance with the terms set forth herein and in the Subdivision Ordinance.