

Casey Creek

Wayne County

Project ID #100597

This property portfolio has been created for the NC DEQ Division of Mitigation Services. It includes real property documents related to compensatory mitigation. Typical documents include recorded conservation easements, warranty deeds, and plats. Other relevant legal documents and illustrations are incorporated when they provide insight to the intended audience of land stewards, landowners and program personnel.





Doc ID: 013757360015 Type: CRP
Recorded: 06/07/2024 at 08:38:10 AM
Fee Amt: \$26.00 Page 1 of 15
WAYNE COUNTY, NC
CONSTANCE B. CORAM REGISTER OF DEEDS
BK **3902** PG **877-891**

150295.26.00

STATE OF NORTH CAROLINA

**DEED OF CONSERVATION EASEMENT
AND RIGHT OF ACCESS PROVIDED
PURSUANT TO
FULL DELIVERY
MITIGATION CONTRACT**

WAYNE COUNTY

**SPO File Number: 96-L-189
DMS Project Number: 100597**

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made
This 6 day of June, 2024, by Wildlands Engineering, Inc., a North Carolina corporation
("Grantor"), whose mailing address is 1430 S. Mint Street, Suite 104, Charlotte, NC 28203, to the
State of North Carolina, ("Grantee"), whose mailing address is State of North Carolina, Department
of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The
designations of 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.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of
North Carolina has established the Division of Mitigation Services (formerly known as the
Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of
Environmental Quality (formerly Department of Environment and Natural Resources), for the
purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and

Return to: Doreen Kerr

riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **210201-01**.

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognizes that the Division of Mitigation Services (formerly Ecosystem Enhancement Program) is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Division of Mitigation Services (formerly Ecosystem Enhancement Program) with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the

authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real properties situated, lying, and being in Grantham Township, Wayne County, North Carolina (the "**Property**"), and being more particularly described as those certain parcels of land containing approximately 18.09 acres and 13.16 acres being conveyed to the Grantor by deed as recorded in **Deed Book 3902, Page 873** of the Wayne County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of unnamed tributaries to the Neuse River.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement and Right of Access together with an access easement to and from the Conservation Easement Area described below.

The Conservation Easement Area consists of the following:

Conservation Easement Area 1 (15.11 acres), and Conservation Easement Area 3 (8.90 acres), **containing a total of 24.01 acres**, as shown on the plat of survey entitled "Conservation Easement Survey for the State of North Carolina, Division of Mitigation Services of Casey Creek, DMS Project No. 100597, SPO Numbers 96-LA189 and 96-LA190", dated June 3, 2024 by John A. Rudolph (K2 Design Group), PLS Number L-4194 (Property of Wildlands Engineering, Inc.) and recorded in the Wayne County, North Carolina Register of Deeds at **Plat Cabinet P**, **Slide 110-H** (the "**Plat**").

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee, its employees, agents, successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at the locations labeled "Variable Width Access Easement" and "30' Access Easement" (the "Access Easements") more particularly shown on the Plat to access the Conservation Easement Area for the purposes set forth herein. This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easements. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easements.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

C. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

D. Damage to Vegetation. Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

E. Industrial, Residential and Commercial Uses. All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

F. Agricultural Use. All agricultural uses are prohibited within the Conservation Easement Area including any use for cropland, waste lagoons, or pastureland.

G. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.

H. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement except within a Crossing Area as shown on the recorded survey plat. All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

I. Signs. No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.

J. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

L. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

N. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

O. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

P. Crossing Areas. Grantor reserves the right to the "60' Wide Internal Crossing" as shown on the Plat for the following purposes:

- Motorized vehicle crossing;
- Utility crossings to include overhead and buried electrical, water lines and sewer lines;
- Cattle crossing so long as fencing across a culvert in the Crossing Area prevents cattle access to the stream, or a ford crossing is kept gated and cattle are only present in the stream only under supervision while rotating cattle between pastures; and/or
- Installation, maintenance, or replacement of a culvert or ford crossing.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Division of Mitigation Services, 1652 Mail Services Center, Raleigh, NC 27699-1652.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee, its employees, agents, successors and assigns, shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

D. Fences. Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservations easements damages the investment and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State (Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

E. Crossing Area(s). The Grantee is not responsible for maintenance of crossing area labeled "60' Wide Internal Crossing" the Plat, however, the Grantee, its employees and agents, successors or assigns, reserve the right to repair crossing area(s), at its sole discretion and to recover the cost of such repairs from the Grantor if such repairs are needed as a result of activities of the Grantor, his successors or assigns.

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area caused by third parties, resulting from causes beyond the Grantor'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 or damage to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

VI. MISCELLANEOUS

A. 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 the 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.

B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

D. Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor

further agrees that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

E. 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 or any portion thereof.

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The owner of the Property shall notify the State Property Office and the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property or of any request to void or modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager
NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

General Counsel
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VII. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area.

TO HAVE AND TO HOLD, the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes,

AND Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

[signatures on following page]

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

WILDLANDS ENGINEERING, INC., a North Carolina corporation

By *Shawn D. Wilkerson* (SEAL)
Shawn D. Wilkerson, President

NORTH CAROLINA
COUNTY OF *Mecklenburg*

I, *Robert W. Bugg*, a Notary Public in and for the County and State aforesaid, do hereby certify that Shawn D. Wilkerson, President of Wildlands Engineering, Inc., Grantor, personally appeared before me this day and acknowledged that he is President of Wildlands Engineering, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the *6* day of June, 2024.

Robert W. Bugg
Notary Public

My commission expires:
8-23-26

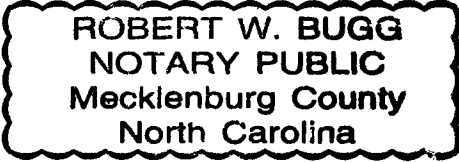


EXHIBIT A

Conservation Easement Area 1

All of the Conservation Easement Area 1 of the Casey Creek Site over a portion of the land of Wildlands Engineering, Inc. (PIN No.: To Be Determined) lying and being situated in Grantham Township, Wayne County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 24 and being located North 36°01'25" East 938.54 feet from NCGS Marker "Jerry" with N.C. Grid Coordinates N= 562,368.0400', E= 2,241,972.0600' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 24), North 73°58'24" East 99.00' to an iron stake;

thence North 58°55'24" East 354.00' to an iron stake;

thence South 79°14'36" East 148.20' to an iron stake;

thence North 12°06'20" East 26.80' to a pinched-top iron;

thence North 08°43'37" East 45.89' to an iron stake;

thence North 08°43'37" East 212.03' to an iron pipe;

thence North 08°47'28" East 572.18' to an iron stake;

thence North 58°35'57" East 350.52' to an iron stake;

thence North 32°02'25" East 188.17' to an iron stake;

thence North 50°55'05" West 253.01' to an iron stake;

thence North 16°55'39" West 280.23' to an iron stake;

thence North 09°27'08" East 138.64' to an iron stake;

thence North 08°54'26" East 115.77' to an iron stake;

thence South 88°06'14" East 124.09' to an iron stake;

thence South 13°03'23" East 415.94' to an iron stake;

thence South 50°46'03" East 381.69' to an iron stake;

thence South 33°52'44" West 1075.57' to an iron stake;

thence South 14°49'23" West 128.81' to an iron stake;

thence South 01°46'04" East 383.60' to an iron stake;

thence South 45°48'06" East 119.92' to an iron stake;

thence South 45°48'06" East 60.02' to an iron stake;

thence South 45°48'06" East 228.88' to an iron stake;

thence South 07°13'57" West 124.96' to an iron stake;

thence South 25°32'48" West 148.80' to an iron stake;

thence South 83°07'03" West 159.08' to an iron stake;

thence North 03°00'37" West 34.25' to an iron stake;

thence North 25°57'47" East 160.70' to an iron stake;

thence North 44°22'26" West 138.94' to an iron stake;

thence North 44°22'26" West 41.97' to an iron stake;

thence North 44°22'26" West 60.00' to an iron stake;

thence North 44°22'26" West 51.17' to an iron stake;

thence North 32°13'20" West 162.24' to an iron stake;

thence North 05°37'06" West 144.62' to an iron stake;

thence North 74°32'38" West 129.37' to an iron stake;

thence South 58°04'22" West 498.81' to an iron stake;

thence North 00°45'32" West 124.73' to an iron stake;

which is the point of beginning,

having an area of 15.11 acres as shown on the plat of survey entitled "Conservation Easement Survey for the State of North Carolina, Division of Mitigation Services of Casey Creek, DMS Project No. 100597, SPO Numbers 96-LA189 and 96-LA190", dated June 3, 2024 by John A. Rudolph (K2 Design Group), PLS Number L-4194 (Property of Wildlands Engineering, Inc.) and recorded in the Wayne County, North Carolina Register of Deeds at **Plat Cabinet** P, **Slide** 110-H.

Conservation Easement Area 3

All of the Conservation Easement Area 3 of the Casey Creek Site over a portion of the land of Wildlands Engineering, Inc. (PIN No.: To Be Determined) lying and being situated in Grantham Township, Wayne County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 65 and being located North 85°51'56" East 1266.14 feet from NCGS Marker "Jerry" with N.C. Grid Coordinates N= 562,368.0400', E= 2,241,972.0600' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 65), North 83°44'36" East 30.82' to an iron stake;

thence North 83°44'36" East 28.91' to an iron stake;

thence North 83°17'22" East 287.13' to an iron stake;

thence South 02°32'45" West 198.99' to an iron stake;

thence North 76°25'34" East 192.62' to an iron stake;

thence South 07°56'55" West 205.42' to an iron stake;

thence South 08°02'50" West 291.84' to an iron stake;

thence South 59°23'59" West 478.96' to an iron stake;

thence South 81°46'34" West 149.25' to an iron stake;

thence North 06°57'27" East 877.57' to an iron stake;

which is the point of beginning,

having an area of 8.90 acres as shown on the plat of survey entitled "Conservation Easement Survey for the State of North Carolina, Division of Mitigation Services of Casey Creek, DMS Project No. 100597, SPO Numbers 96-LA189 and 96-LA190", dated June 3, 2024 by John A. Rudolph (K2 Design Group), PLS Number L-4194 (Property of Wildlands Engineering, Inc.) and recorded in the Wayne County, North Carolina Register of Deeds at **Plat Cabinet** P, **Slide** 110-H.

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Doc ID: 013760640013 Type: CRP
Recorded: 06/14/2024 at 04:29:35 PM
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WAYNE COUNTY, NC
CONSTANCE B. CORAM REGISTER OF DEEDS

BK **3904** PG **827-839**

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

**CORRECTIVE NOTICE AFFIDAVIT TO CORRECT OBVIOUS MINOR ERROR
MADE IN AN INSTRUMENT AS ORIGINALLY RECORDED**

**Re: Deed of Conservation Easement and Right of Access Provided Pursuant to Full
Delivery Mitigation Contract recorded in Book 3903, Page 1 of the Wayne County Registry**

Name of All Parties to the Original Instrument:

Grantors: JOHNNIE MANGRUM BROCK and wife, TREVA JOYCE BROCK
Grantee: STATE OF NORTH CAROLINA

I, L. E. (TREY) TAYLOR III, being the undersigned attorney who represents the Grantors of the above-recorded instrument, hereby certify that the following correction is made in the above-named recorded instrument in accordance with the provisions of N.C.G.S. Section 47-36.1.

Description of Correction:

The Conservation Easement Area described in Page 3 of the Deed of Conservation Easement and Right of Access Provided Pursuant to Full Delivery Mitigation Contract (the "Deed") recorded in Book 3903, Page 1 of the Wayne County Registry has a blank date for the Plat of Survey and blanks for the Plat Cabinet and Slide where the Plat is recorded. The Deed is corrected such that the date of the Plat is June 3, 2024 and the Plat is recorded in the Wayne County, North Carolina Register of Deeds at Plat Cabinet P, Slide 110-H.

The Conservation Easement Area in Page 3 of the Deed is corrected and restated as follows:

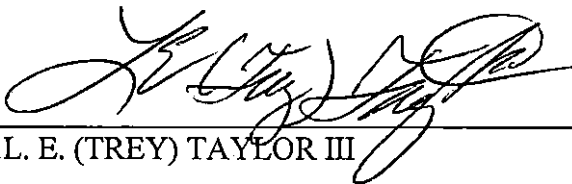
*Prepared by L. E. (Trey) Taylor III, Attorney at Law
Warren, Kerr, Walston, Taylor & Smith, LLP
117 Ormond Avenue, Goldsboro, North Carolina 27530*

“The Conservation Easement Area consists of the following:

Conservation Easement Area 2, containing a total of 1.08 acres, as shown on the plat of survey entitled "Conservation Easement Survey for the State of North Carolina, Division of Mitigation Services of Casey Creek, DMS Project No. 100597, SPO Numbers 96-LA189 and 96-LA190, dated June 3, 2024 by John A. Rudolph (K2 Design Group), PLS Number L-4194 (Property of Johnnie Mangrum Brock) and recorded in the Wayne County, North Carolina Register of Deeds at Plat Cabinet P, Slide 110-H.”

A copy of the corrected Deed is attached hereto and incorporated herein by reference.

This the 14th day of June, 2024.



L. E. (TREY) TAYLOR III (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

I, Elisabeth A. Oliver, a Notary Public in and for said State and County, do hereby certify that L. E. (TREY) TAYLOR III personally appeared before me this day and executed the foregoing and annexed instrument for the purposes therein expressed.

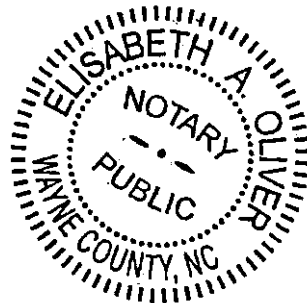
WITNESS my hand and official seal, this 14th day of June, 2024.



Notary Public

My commission expires:

10/20/2026



11 pgs - 26-08

RECORDED
11/17/2011 10:28 AM CSP
10/27/2008 11:10:29 AM
10/27/2008 11:10:29 AM
WAYNE COUNTY, NC
CONSTANCE B. CORAM REGISTER OF DEEDS
BK 3903 PG 1-11

STATE OF NORTH CAROLINA

WAYNE COUNTY

DEED OF CONSERVATION EASEMENT
AND RIGHT OF ACCESS PROVIDED
PURSUANT TO
FULL DELIVERY
MITIGATION CONTRACT

SPO File Number: 96-L-190
DMS Project Number: 100597

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

RECORDED AND VERIFIED
CONSTANCE B. CORAM
REGISTER OF DEEDS

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made
This 6th day of June, 2024, by Johnnie Mangrum Brock and wife, Treva Joyce Brock (collectively
"Grantor"), whose mailing address is 536 Paul Hare Road, Goldsboro, NC 27530, to the State of
North Carolina, ("Grantee"), whose mailing address is State of North Carolina, Department of
Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The
designations of 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.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of
North Carolina has established the Division of Mitigation Services (formerly known as the
Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of
Environmental Quality (formerly Department of Environment and Natural Resources), for the
purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and

Return to: Warren Kerr

riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **210201-01**.

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognizes that the Division of Mitigation Services (formerly Ecosystem Enhancement Program) is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Division of Mitigation Services (formerly Ecosystem Enhancement Program) with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the

authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real properties situated, lying, and being in Grantham Township, Wayne County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 23 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 967, Page 728** of the Wayne County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of unnamed tributaries to the Neuse River.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement and Right of Access together with an access easement to and from the Conservation Easement Area described below.

The Conservation Easement Area consists of the following:

Conservation Easement Area 2, containing a total of **1.08 acres**, as shown on the plat of survey entitled "Conservation Easement Survey for the State of North Carolina, Division of Mitigation Services of Casey Creek, DMS Project No. 100597, SPO Numbers 96-LA189 and 96-LA190, dated June 3, 2024 by John A. Rudolph (K2 Design Group), PLS Number L-4194 (Property of Johnnie Mangrum Brock) and recorded in the Wayne County, North Carolina Register of Deeds at **Plat Cabinet P, Slide 110-H**.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee, its employees, agents, successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein ("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

C. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

D. Damage to Vegetation. Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

E. Industrial, Residential and Commercial Uses. All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

F. Agricultural Use. All agricultural uses are prohibited within the Conservation Easement Area including any use for cropland, waste lagoons, or pastureland.

G. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.

H. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement except within a Crossing Area as shown on the recorded survey plat. All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

I. Signs. No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.

J. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

L. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

N. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

O. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Division of Mitigation Services, 1652 Mail Services Center, Raleigh, NC 27699-1652.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee, its employees, agents, successors and assigns, shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

D. Fences. Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservations easements damages the investment and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State

(Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area caused by third parties, resulting from causes beyond the Grantor'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 or damage to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

VI. MISCELLANEOUS

A. 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 the 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.

B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

D. Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

E. 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 or any portion thereof.

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The owner of the Property shall notify the State Property Office and the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property or of any request to void or modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager
NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

General Counsel
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VII. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

TO HAVE AND TO HOLD, the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes,

AND Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

[signatures on following page]

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

Johnnie Mangrum Brock (SEAL)
Johnnie Mangrum Brock

Treva Joyce Brock (SEAL)
Treva Joyce Brock

NORTH CAROLINA
COUNTY OF Wayne

I, Elisabeth A. Oliver, a Notary Public in and for the County and State aforesaid, do hereby certify that Johnnie Mangrum Brock and Treva Joyce Brock, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this 6th day of June, 2024.

Elisabeth A. Oliver
Notary Public

My commission expires:

10/20/2026

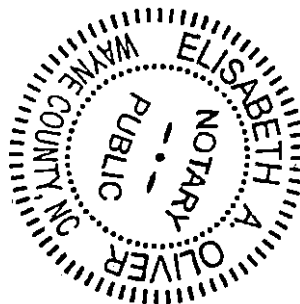


EXHIBIT A

Conservation Easement Area 2

All of the Conservation Easement Area 2 of the Casey Creek Site over a portion of the land of Johnnie Mangrum Brock (PIN No.: 2546248066) lying and being situated in Grantham Township, Wayne County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 24 and being located North 36°01'25" East 938.54 feet from NCGS Marker "Jerry" with N.C. Grid Coordinates N= 562,368.0400', E= 2,241,972.0600' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 24), North 00°17'25" West 58.57' to an iron stake;

thence North 58°15'50" East 451.40' to an iron stake;

thence South 76°20'03" East 177.95' to an iron stake;

thence South 08°43'37" West 45.89' to a pinched-top iron;

thence South 12°06'20" West 26.80' to an iron stake;

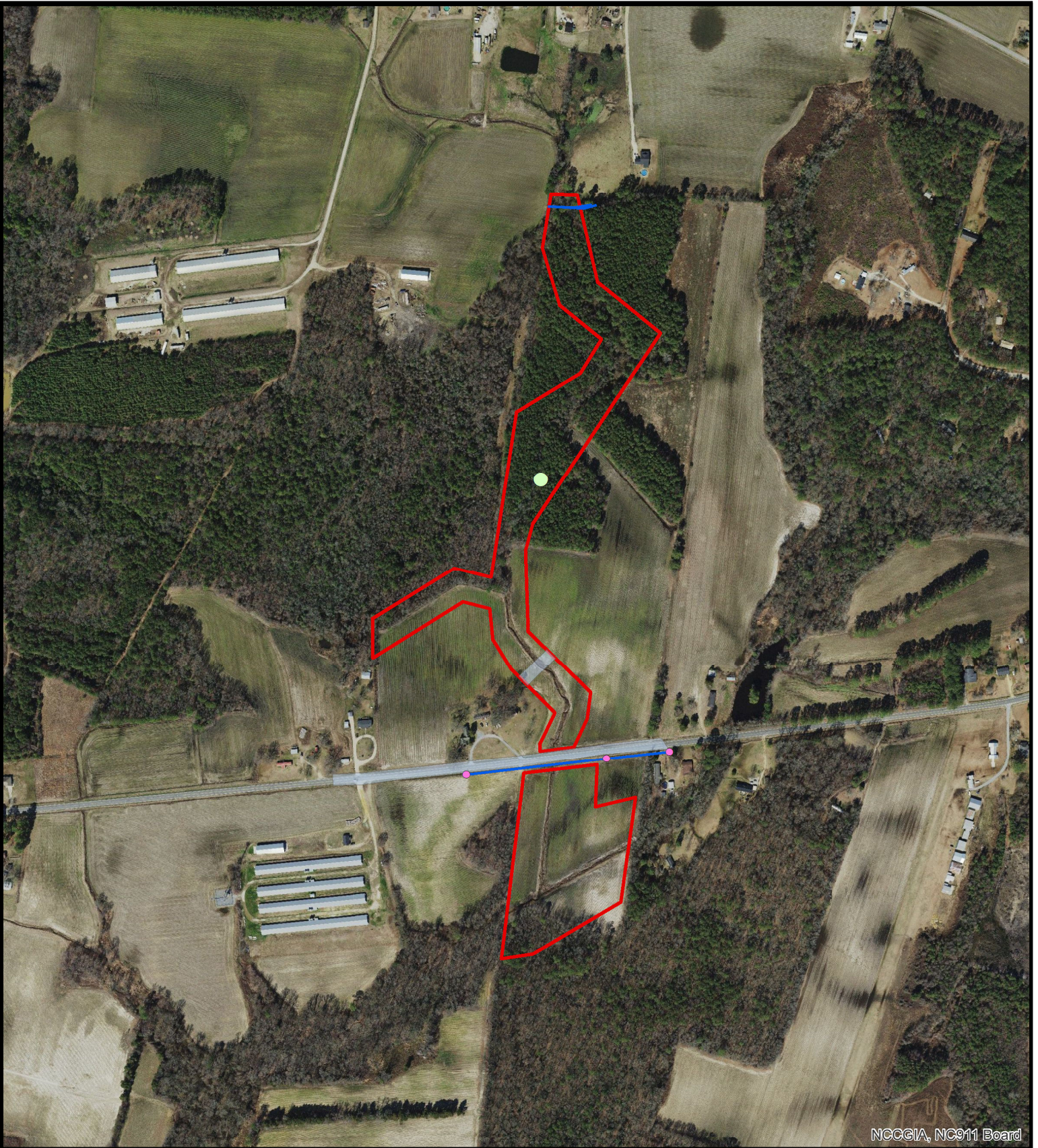
thence North 79°14'36" West 148.20' to an iron stake;

thence South 58°55'24" West 354.00' to an iron stake;

thence South 73°58'24" West 99.00' to an iron stake;

which is the point of beginning,

having an area of 1.08 acres as shown on the plat of survey entitled "Conservation Easement Survey for the State of North Carolina. North Carolina, Division of Mitigation Services of Casey Creek, DMS Project No. 100597, SPO Numbers 96-LA189 and 96-LA190", dated June 3 _____, 2024 by John A. Rudolph (K2 Design Group), PLS Number L-4194 (Property of Johnnie Mangrum Brock) and recorded in the Wayne County, North Carolina Register of Deeds at Plat Cabinet P, Slide 110-H.



NCCGIA, NC911 Board






NC DEQ Mitigation Services

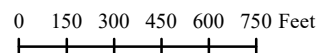
Site Name: Casey Creek

Project Number: 100597

Date Updated: 6/20/2024

Project Centroid : 35.294772,-78.184421

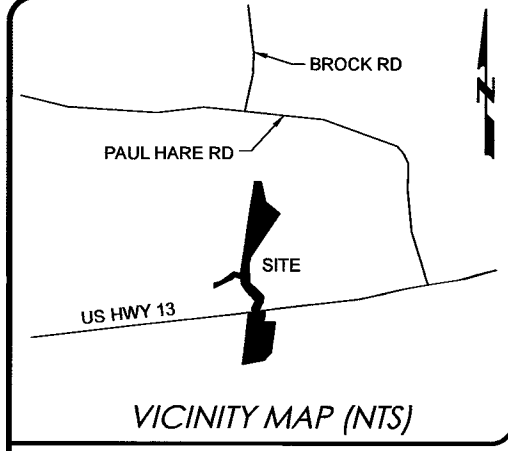
- | | |
|---|---|
|  ProjectPoint | Infrastructure Polygons |
|  Projects |  Infrastructure Polygons |
|  Infrastructure Points | |
|  Infrastructure Lines | |



N



P-110-H(1/3)



DEED REFERENCE(S):
 BEING A PORTION OF D.B. 967, PG. 728 (BROCK) AND A PORTION OF D.B. 3902, PG. 833 (WILDLANDS ENGINEERING, INC.) OF THE WAYNE COUNTY REGISTER OF DEEDS.

MAP REFERENCE(S):
 P.C. E. SL. 270 - 272
 P.C. P., SL. 110-H

LOCALIZED PROJECT COORDINATES ALONG CONSERVATION EASEMENTS

CORNER	NORTHING	EASTING
1	565176.9589	2243361.8850
2	565172.8530	2243485.9061
3	564767.6656	2243579.8715
4	564526.2563	2243875.5247
5	563633.2954	2243275.9582
6	563508.7752	2243243.0046
7	563125.3554	2243254.8383
8	563041.7516	2243340.8150
9	562999.9100	2243383.8442
10	562840.3455	2243547.9374
11	562716.3755	2243532.2051
12	562582.1235	2243468.0362
13	562563.0598	2243310.0994
14	562597.2603	2243308.3008
15	562741.7428	2243378.6546
16	562841.0549	2243281.4897
17	562871.0533	2243252.1399
18	562913.9408	2243210.1787
19	562950.5158	2243174.3915
20	563087.7896	2243087.8862
21	563231.8959	2243073.7277
22	563266.1743	2242949.0326
23	563002.3841	2242525.6827
24	563127.1053	2242524.0305
25	563154.4377	2242619.1827
26	563337.1673	2242922.3755
27	563309.5076	2243067.9715
28	563335.7149	2243073.5925
29	563381.0732	2243080.5552
30	563590.6489	2243112.7256
31	564156.1064	2243200.1744
32	564925.8332	2243321.1926
33	565062.6869	2243343.9603
34	563185.6741	2242523.7339
64	563423.1154	2242907.6418
65	562459.3279	2243234.9077
66	562462.6862	2243265.5400
67	562465.8368	2243294.2770
68	562459.3680	2243579.4362
69	562300.5925	2243570.5873
70	562345.8004	2243757.8369
71	562142.3506	2243729.4301
72	561853.3798	2243688.5745
73	561609.5702	2243276.3177
74	561588.2222	2243128.6069

DATUM DESCRIPTION
 THE COORDINATE SYSTEM USED FOR THIS PLAT IS BASED ON NORTH CAROLINA STATE PLANE COORDINATES ESTABLISHED BY USING THE NORTH CAROLINA REAL TIME NETWORK (VRS).
 NCGS MARKER "JERRY" NC GRID COORDINATES NAD 83 (2011)
 N=562,368.0400'
 E=2,241,972.0600'
 THE AVERAGE COMBINED GRID FACTOR IS 0.99987108 (GROUND TO GRID) OR 1.00012892 (GRID TO GROUND). THE N.C. LAMBERT GRID BEARING AND GRID DISTANCE FROM
 NCGS MARKER "JERRY" TO ECM (88) IS N 85°57'50" E 521.19 FEET.
 ALL LINEAR DIMENSIONS ARE GROUND DISTANCES.
 GEOID-2012B CONUS
 GNSS RECEIVER - TOPCON HIPER HR WITH MINIMUM TIME OF 240 SECONDS COMPLETED DURING NOVEMBER 2023.

STATE OF NORTH CAROLINA
 COUNTY OF WAYNE
 Filed for registration at 8:24:54 A.M. June 4, 2024 in the Register of Deeds
 Office. Recorded in P.B. P, PG. 110-H

CONSTANCE B. CORAM
 Register of Deeds
 By [Signature]

STATE OF NORTH CAROLINA
 COUNTY OF WAYNE
 I, Berry Gray, Review Officer of Wayne County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
 Date 6/6/24
 Review Officer [Signature]

SURVEYORS CERTIFICATION(S)
 Surveyor's disclaimer: No attempt was made to locate any cemeteries, wetlands, hazardous material sites, underground utilities or any other features above, or below ground other than those shown. However, no visible evidence of cemeteries or utilities, aboveground or otherwise, was observed by the undersigned (other than those shown).

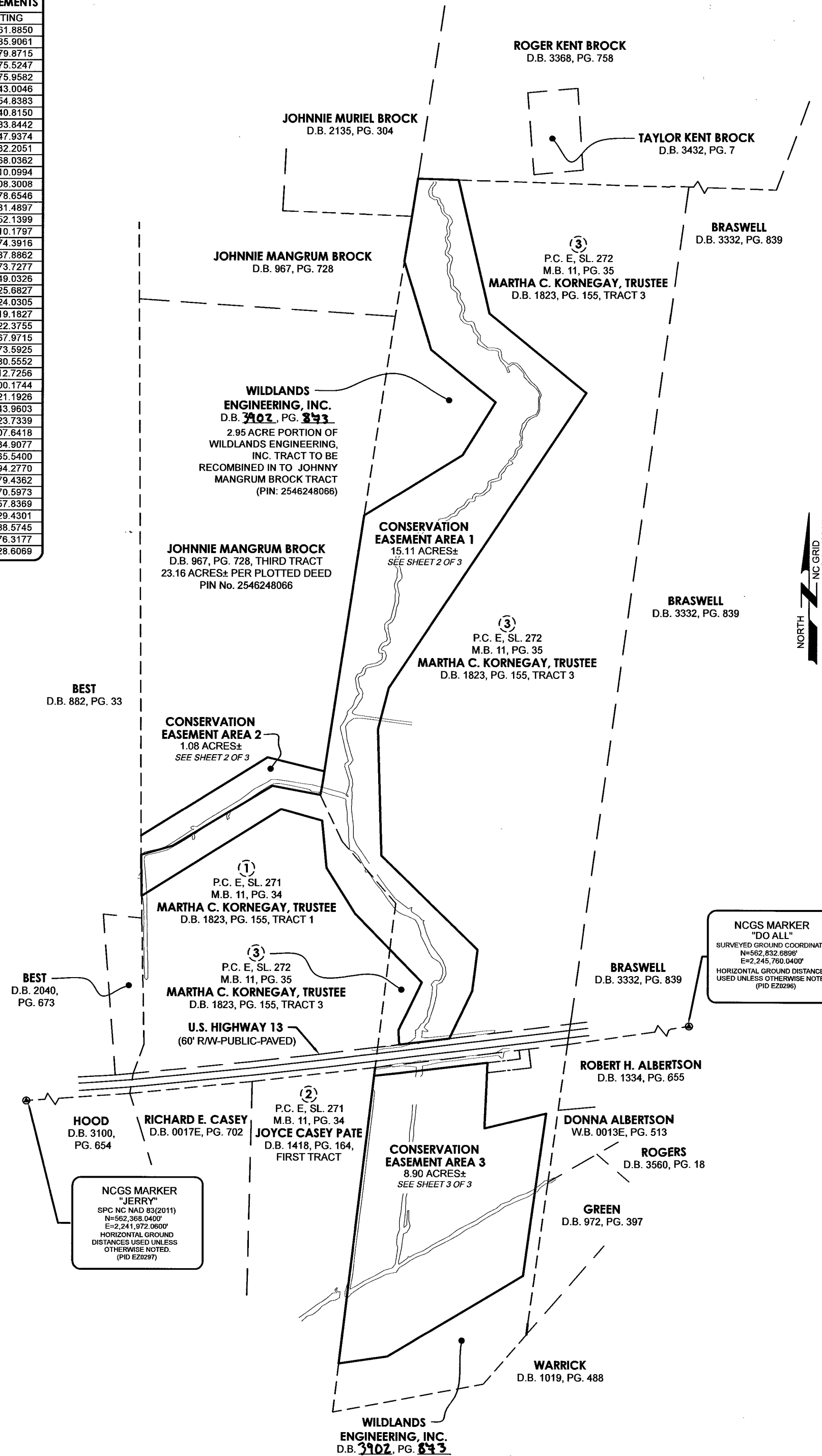
I certify that the survey is of another category such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision (conservation easement).
 I, JOHN A. RUDOLPH, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book SEE, Page REFS., etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book SEE page REFS.; that the ratio of precision or positional accuracy as calculated is 1/10,000±; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 3rd day of June, A.D., 2024.

SEAL OR STAMP
 [Signature]
 Professional Land Surveyor License Number L-4194



DRAWN BY: R.P.E.
 DATE: 06/03/24
 DWG. NO.: WL600MR23CE
 SURVEYED BY: J.A.R.
 774 S. Beston Road
 La Grange, NC 28551
 252.582.3097
 www.k2designgroup.com

CURRENT OWNER:
 MARTHA C. KORNEGAY, TRUSTEE
 PER D.B. 1823, PG. 155, JOHNNIE MANGRUM BROCK PER D.B. 967, PG. 728 AND WILDLANDS ENGINEERING, INC. PER D.B. 3902, PG. 833



ACREAGE DATA:

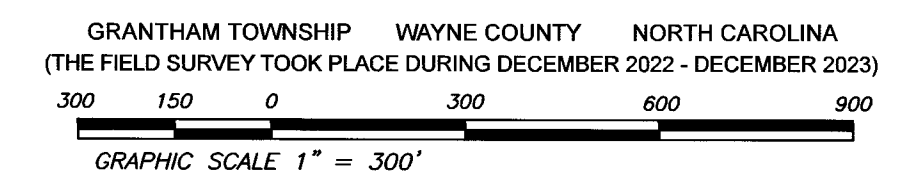
CONSERVATION EASEMENT AREA	WILDLANDS ENGINEERING, INC. D.B. 3902 PG. 833 (PIN: 2546248066)	ACRES±
CONSERVATION EASEMENT AREA 1	15.11 ACRES±	
CONSERVATION EASEMENT AREA 2	1.08 ACRES±	
CONSERVATION EASEMENT AREA 3	8.90 ACRES±	
TOTAL ACREAGE DATA EXCLUDING ROAD RW BY COORDINATE COMPUTATION		25.09 ACRES±

FEMA FLOOD STATEMENT:
 THE AREA REPRESENTED BY THIS PLAT IS NOT LOCATED IN A FLOOD HAZARD BOUNDARY ACCORDING TO FEMA MAP NUMBER(S) 3720254600J, ZONE(S) X, DATED: DECEMBER 2, 2005.

- LEGEND:**
- ISS - IRON STAKE SET
 - ECM - EXISTING CONCRETE MARKER
 - EIP - EXISTING IRON PIPE
 - EN - EXISTING NAIL
 - MNS - MAG NAIL SET
 - EIS - EXISTING IRON STAKE
 - EPP - EXISTING PUMP PIPE
 - EIB - EXISTING IRON BAR
 - PPS - PUMP PIPE SET
 - NMC - NON-MONUMENTED CORNER
 - RAW - RIGHT OF WAY
 - EOP - EDGE OF WAY
 - EB - EASEMENT BOUNDARY
 - CL - CENTERLINE
 - UP - UTILITY POLE
 - P.B. - PLAT BOOK
 - D.B. - DEED BOOK
 - PG. - PAGE
 - CMP - CORRUGATED METAL PIPE
 - CPP - CORRUGATED PLASTIC PIPE
 - RCF - REINFORCED CORRUGATED PIPE
 - MW - MONITORING WELL
 - SG - STREAM GAUGE
 - No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
 - CONSERVATION EASEMENT LINE
 - TIE DOWN LINE
 - RIGHT OF WAY LINE OR ADJOINER LINE
 - EASEMENT LINE
 - UTILITY LINE
 - BARBED WIRE FENCE LINE
 - WOODEN FENCE LINE
 - WETLAND

- GENERAL NOTES:**
- NOTE: NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON (SEE REFERENCES). THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
 - ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
 - THE EXISTENCE OR NON-EXISTENCE OF WETLAND ON THE SUBJECT PROPERTY HAS NOT BEEN DETERMINED BY THIS SURVEY.
 - UTILITIES ARE SHOWN WHERE ABOVE GROUND APPURTENANCES WERE VISIBLE AND ADJACENT TO CONSERVATION EASEMENT.
 - THE STATE OF NORTH CAROLINA, ITS EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS, ARE GRANTED AND CONVEYED A PERPETUAL RIGHT OF ACCESS TO THE EASEMENT AREA OVER THE PROPERTY AT REASONABLE TIMES TO UNDERTAKE ANY ACTIVITIES TO RESTORE, CONSTRUCT, MANAGE, MAINTAIN, ENHANCE, AND MONITOR THE STREAM, WETLAND AND ANY OTHER RIPARIAN RESOURCES IN THE EASEMENT AREA, IN ACCORDANCE WITH THE RESTORATION ACTIVITIES OR A LONG-TERM MANAGEMENT PLAN AS DESCRIBED IN SECTION II OF THE DEED RECORDED CONTEMPORANEOUSLY WITH THIS PLAT. PREFERRED ACCESS ROUTES ARE SHOWN HEREON IN APPROXIMATE LOCATIONS.
 - THE PURPOSE OF THIS PLAT IS TO SERVE AS A REFERENCE FOR THE CREATION OF A CONSERVATION EASEMENT. THIS PLAT IS NOT A BOUNDARY SURVEY. THE LAND PARCELS AND THEIR BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT. THIS PLAT IS NOT A BOUNDARY SURVEY. THE LAND PARCELS AND THEIR BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT ARE NOT CHANGED BY THIS PLAT.
 - THE SURVEYOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-14 ALUMINUM CAPS ON ALL EASEMENT CORNERS. SURVEY CAPS SHALL MEET DMS SPECIFICATIONS (BERNTSEN RBD5352 IMPRINTED WITH STATE LOGO # B9087 OR EQUIVALENT). AFTER INSTALLATION, CAPS SHALL BE STAMPED WITH CORRESPONDING NUMBER FROM THE TABLE OF COORDINATES ON THE SURVEY.
 - ALL FENCES INSIDE CONSERVATION EASEMENT WILL BE REMOVED.
 - WETLAND AREAS OBTAINED FROM WILDLANDS ENGINEERING, INC., NOT SURVEYED.

SHEET 1 OF 3
CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA, DIVISION OF MITIGATION SERVICES OF CASEY CREEK
 DMS PROJECT ID# 100597
 SPO FILE NUMBERS 96-LA189 AND 96-LA190



STATE OF NORTH CAROLINA
COUNTY OF WAYNE

Filed for registration at 8:24:54 AM June 7, 2024 in the Register of Deeds

Office Recorded in P.B. P, PG. 110-H

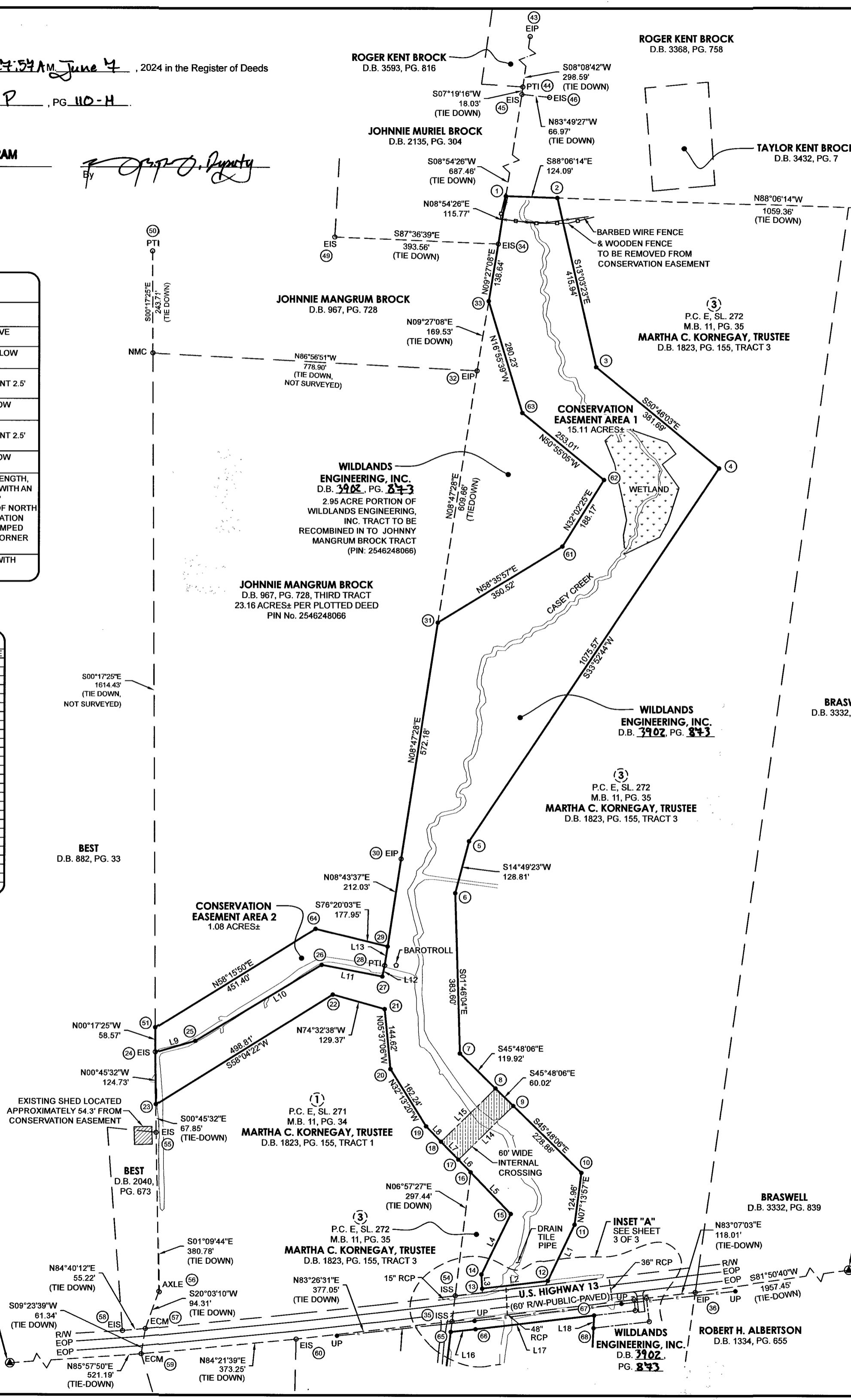
CONSTANCE B. CORAM
Register of Deeds

CORNER DESCRIPTIONS	
CORNER #	DESCRIPTION
(1) THRU (23)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(24)	3/4" X 1" SQUARE IRON STAKE 1.0' ABOVE GROUND
(25) THRU (27)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(28)	1.0" O.D. PINCHED-TOP IRON 0.1' BELOW GRADE
(29)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(30)	1.0" O.D. BENT IRON PIPE 2.5' ABOVE GRADE
(31)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(32)	1.0" O.D. IRON PIPE 2.0' ABOVE GRADE
(33)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(34)	0.5" O.D. IRON STAKE 0.4' BELOW GRADE
(35)	No. 5 REBAR FLUSH WITH GRADE
(36)	1.5" O.D. LEANING IRON PIPE 2.0' ABOVE GRADE, WITNESSED BY A LEANING AXLE 0.4' ABOVE GRADE
(37)	1.0" O.D. LEANING IRON PIPE 2.0' ABOVE GRADE
(38)	1.0" O.D. IRON PIPE 3.0' ABOVE GRADE
(39)	1.0" O.D. SQUARE IRON STAKE 0.9' ABOVE GRADE
(40)	1.0" O.D. IRON PIPE 0.6' ABOVE GRADE
(41)	4.0" X 4.0" EXISTING CONCRETE MONUMENT 2.5' ABOVE GRADE
(42)	NOT USED
(43)	1.0" O.D. LEANING IRON PIPE 0.3' BELOW GRADE
(44)	1.0" O.D. PINCHED-TOP IRON 0.3' BELOW GRADE
(45)	No. 2 REBAR FLUSH WITH GRADE
(46)	No. 2 REBAR 0.8' BELOW GRADE
(47)	0.5" O.D. IRON PIPE 0.3' ABOVE GRADE, WITNESSED BY 0.5" O.D. IRON STAKE 1.5' ABOVE GRADE
(48)	1.0" O.D. PINCHED-TOP IRON 0.6' ABOVE GRADE
(49)	0.5" O.D. SQUARE IRON STAKE 0.8' BELOW GRADE
(50)	1.0" O.D. PINCHED-TOP IRON 1.0' ABOVE GRADE
(51)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(52) AND (53)	NOT USED
(54)	No. 5 REBAR FLUSH WITH GRADE
(55)	No. 5 REBAR 0.5' ABOVE GRADE
(56)	7.0" O.D. AXLE 1.2' BELOW GRADE
(57) AND (58)	NOT USED
(59)	No. 5 REBAR FLUSH WITH GRADE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S25°32'48"W	148.80'
L2	S83°07'03"W	159.08'
L3	N03°00'37"W	34.25'
L4	N25°57'47"E	160.70'
L5	N44°22'26"W	138.94'
L6	N44°22'26"W	41.97'
L7	N44°22'26"W	60.00'
L8	N44°22'26"W	51.17'
L9	N73°58'24"E	99.00'
L10	N58°55'24"E	354.00'
L11	S79°14'36"E	148.20'
L12	N12°06'20"E	26.80'
L13	N08°43'37"E	45.89'
L14	N45°37'34"E	184.28'
L15	N45°37'34"E	182.78'
L16	N83°44'36"E	59.73'
L17	N83°17'22"E	287.13'
L18	N02°32'45"E	30.40'
L19	N06°57'27"E	25.32'
L20	N06°57'27"E	61.79'
L21	NOT USED	
L22	NOT USED	
L23	N83°07'03"E	65.61'
L24	N03°00'37"W	94.11'
L25	S25°32'48"W	111.72'
L26	S83°07'03"W	153.75'

CORNER DESCRIPTIONS	
CORNER #	DESCRIPTION
(1) THRU (23)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(24)	3/4" X 1" SQUARE IRON STAKE 1.0' ABOVE GROUND
(25) THRU (27)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(28)	1.0" O.D. PINCHED-TOP IRON 0.1' BELOW GRADE
(29)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(30)	1.0" O.D. BENT IRON PIPE 2.5' ABOVE GRADE
(31)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(32)	1.0" O.D. IRON PIPE 2.0' ABOVE GRADE
(33)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(34)	0.5" O.D. IRON STAKE 0.4' BELOW GRADE
(35)	No. 5 REBAR FLUSH WITH GRADE
(36)	1.5" O.D. LEANING IRON PIPE 2.0' ABOVE GRADE, WITNESSED BY A LEANING AXLE 0.4' ABOVE GRADE
(37)	1.0" O.D. LEANING IRON PIPE 2.0' ABOVE GRADE
(38)	1.0" O.D. IRON PIPE 3.0' ABOVE GRADE
(39)	1.0" O.D. SQUARE IRON STAKE 0.9' ABOVE GRADE
(40)	1.0" O.D. IRON PIPE 0.6' ABOVE GRADE
(41)	4.0" X 4.0" EXISTING CONCRETE MONUMENT 2.5' ABOVE GRADE
(42)	NOT USED
(43)	1.0" O.D. LEANING IRON PIPE 0.3' BELOW GRADE
(44)	1.0" O.D. PINCHED-TOP IRON 0.3' BELOW GRADE
(45)	No. 2 REBAR FLUSH WITH GRADE
(46)	No. 2 REBAR 0.8' BELOW GRADE
(47)	0.5" O.D. IRON PIPE 0.3' ABOVE GRADE, WITNESSED BY 0.5" O.D. IRON STAKE 1.5' ABOVE GRADE
(48)	1.0" O.D. PINCHED-TOP IRON 0.6' ABOVE GRADE
(49)	0.5" O.D. SQUARE IRON STAKE 0.8' BELOW GRADE
(50)	1.0" O.D. PINCHED-TOP IRON 1.0' ABOVE GRADE
(51)	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
(52) AND (53)	NOT USED
(54)	No. 5 REBAR FLUSH WITH GRADE
(55)	No. 5 REBAR 0.5' ABOVE GRADE
(56)	7.0" O.D. AXLE 1.2' BELOW GRADE
(57) AND (58)	NOT USED
(59)	No. 5 REBAR FLUSH WITH GRADE

NCGS MARKER "JERRY"
SFC NC 140 832(011)
N=562,368.0400
E=2,241,972.0600
HORIZONTAL GROUND DISTANCES USED UNLESS OTHERWISE NOTED. (PID E20297)



NCGS MARKER "DO ALL"
SURVEYED GROUND COORDINATES
N=562,832.6896
E=2,245,760.0400
HORIZONTAL GROUND DISTANCES USED UNLESS OTHERWISE NOTED. (PID E20296)

- LEGEND:**
- ISS - IRON STAKE SET
 - ECM - EXISTING CONCRETE MARKER
 - EIP - EXISTING IRON PIPE
 - EN - EXISTING NAIL
 - MNS - MAG NAIL SET
 - EIS - EXISTING IRON STAKE
 - EPP - EXISTING PUMP PIPE
 - EIB - EXISTING IRON BAR
 - PPS - PUMP PIPE SET
 - NMC - NON-MONUMENTED CORNER
 - RAW - RIGHT OF WAY
 - EOP - EDGE OF PAVEMENT
 - E/B - EASEMENT BOUNDARY
 - CL - CENTERLINE
 - UP - UTILITY POLE
 - P.B. - PLAT BOOK
 - D.B. - DEED BOOK
 - PG. - PAGE
 - CMP - CORRUGATED METAL PIPE
 - CPP - CORRUGATED PLASTIC PIPE
 - RCP - REINFORCED CORRUGATED PIPE
 - MV - MONITORING WELL
 - SG - STREAM GAUGE
 - No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
 - CONSERVATION EASEMENT LINE
 - - - TIE DOWN LINE
 - - - RIGHT OF WAY LINE OR ADJOINER LINE
 - - - EASEMENT LINE
 - - - UTILITY LINE
 - - - BARBED WIRE FENCE LINE
 - - - WOODEN FENCE LINE
 - WETLAND

OWNER'S CERTIFICATE (PIN No: 2546248066):
I (We), hereby certify that I (we) am (are) the owner(s) of the properties shown and described herein which properties was conveyed to me (us) by deed recorded at D.B. 967, PG. 728 of the Wayne County Registry, and that I (we) hereby adopt the plan of conservation easement with my (our) free consent. Further, I (we) hereby certify that the land shown herein is within the subdivision regulation jurisdiction of Wayne County, North Carolina.

6-6-24 *Johnnie Mangrum Brock*
Date Johnnie Mangrum Brock

OWNER'S CERTIFICATE (PIN No:):
I (We), hereby certify that I (we) am (are) the owner(s) of the properties shown and described herein which properties was conveyed to me (us) by deed recorded at D.B. _____, PG. _____ of the Wayne County Registry, and that I (we) hereby adopt the plan of conservation easement with my (our) free consent. Further, I (we) hereby certify that the land shown herein is within the subdivision regulation jurisdiction of Wayne County, North Carolina.

6/6/24 *[Signature]*
Date Wildlands Engineering, Inc. Representative



SHEET 2 OF 3

CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA, DIVISION OF MITIGATION SERVICES OF CASEY CREEK

DMS PROJECT ID# 100597

SPO FILE NUMBERS 96-LA189 AND 96-LA190

GRANTHAM TOWNSHIP WAYNE COUNTY NORTH CAROLINA
(THE FIELD SURVEY TOOK PLACE DURING DECEMBER 2022 - NOVEMBER 2023)

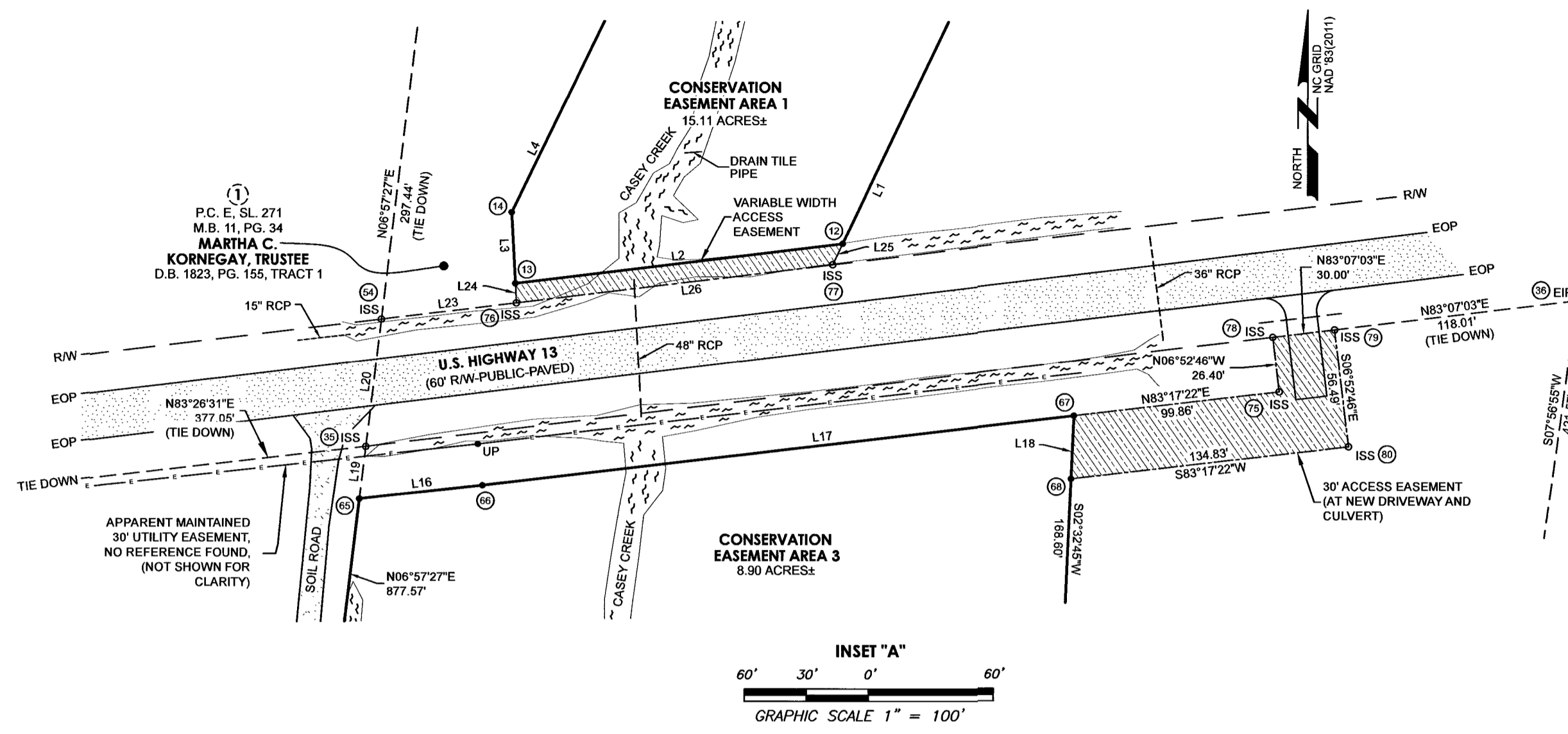
200 100 0 200 400 600
GRAPHIC SCALE 1" = 200'

- LEGEND:**
- ISS - IRON STAKE SET
 - ECM - EXISTING CONCRETE MARKER
 - EIP - EXISTING IRON PIPE
 - EN - EXISTING NAIL
 - MNS - MAG NAIL SET
 - EIS - EXISTING IRON STAKE
 - EPP - EXISTING PUMP PIPE
 - EIB - EXISTING IRON BAR
 - PPS - PUMP PIPE SET
 - NMC - NON-MONUMENTED CORNER
 - R/W - RIGHT OF WAY
 - EOP - EDGE OF PAVEMENT
 - EB - EASEMENT BOUNDARY
 - CL - CENTERLINE
 - UP - UTILITY POLE
 - P.B. - PLAT BOOK
 - D.B. - DEED BOOK
 - PG. - PAGE
 - CMP - CORRUGATED METAL PIPE
 - CPP - CORRUGATED PLASTIC PIPE
 - RCPP - REINFORCED CORRUGATED PIPE
 - MW - MONITORING WELL
 - SG - STREAM GAUGE
- No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3 1/4" CAP
INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
- CONSERVATION EASEMENT LINE
 - - - TIE DOWN LINE
 - - - RIGHT OF WAY LINE OR ADJOINER LINE
 - - - EASEMENT LINE
 - - - UTILITY LINE
 - - - BARBED WIRE FENCE LINE
 - - - WOODEN FENCE LINE
 - ▨ WETLAND

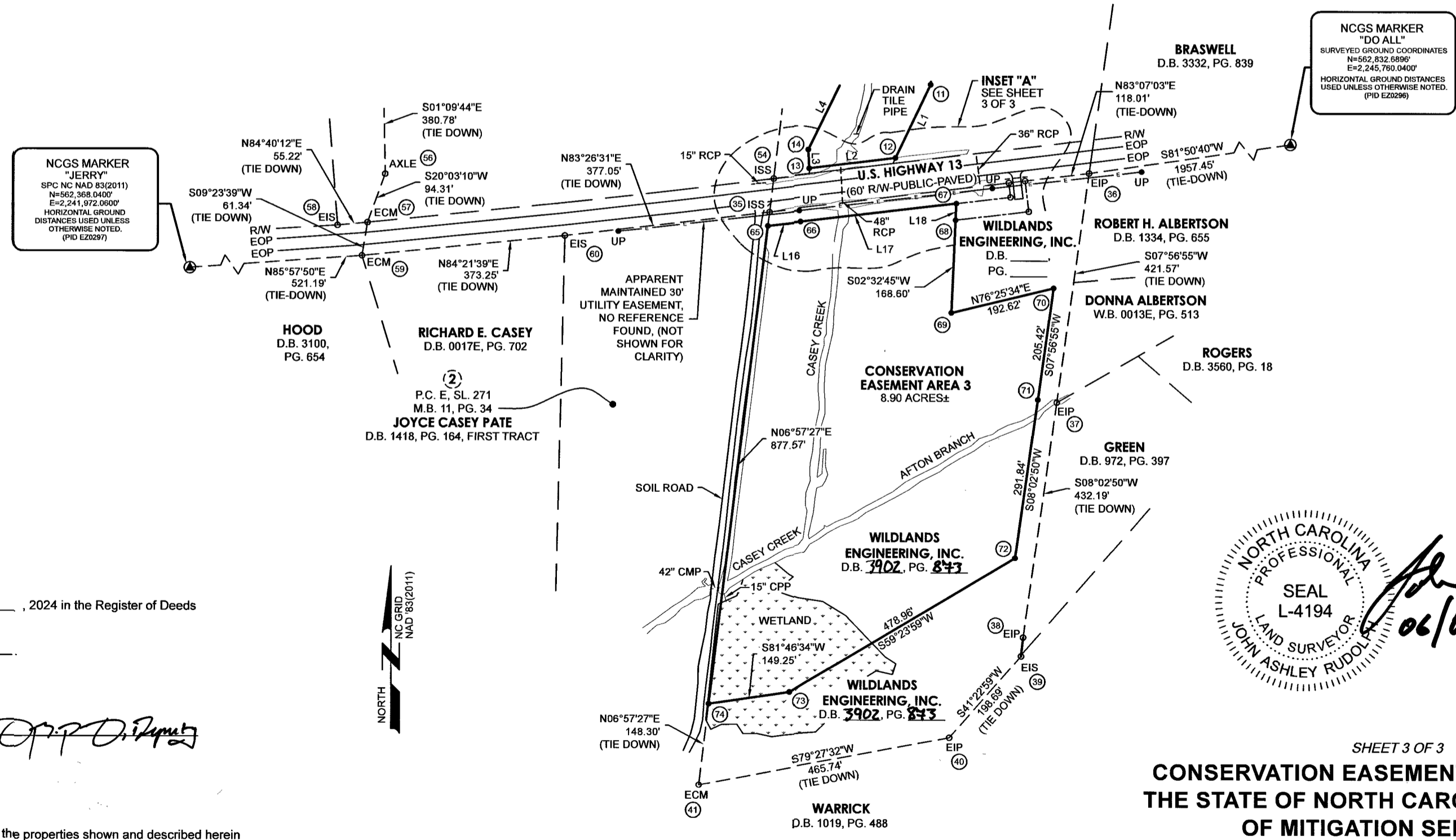
CORNER DESCRIPTIONS	
CORNER #	DESCRIPTION
1 THRU 23	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
24	3/4" X 1" SQUARE IRON STAKE 1.0' ABOVE GROUND
25 THRU 27	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
28	1.0" O.D. PINCHED-TOP IRON 0.1' BELOW GRADE
29	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
30	1.0" O.D. BENT IRON PIPE 2.5' ABOVE GRADE
31	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
32	1.0" O.D. IRON PIPE 2.0' ABOVE GRADE
33	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
34	1.0" O.D. IRON PIPE 2.0' ABOVE GRADE
35	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
36	0.5" O.D. IRON STAKE 0.4' BELOW GRADE
37	No. 5 REBAR FLUSH WITH GRADE
38	1.5" O.D. LEANING IRON PIPE 2.0' ABOVE GRADE, WITNESSED BY A LEANING AXLE 0.4' ABOVE GRADE
39	1.0" O.D. LEANING IRON PIPE 2.0' ABOVE GRADE
40	1.0" O.D. IRON PIPE 3.0' ABOVE GRADE
41	1.0" O.D. SQUARE IRON STAKE 0.9' ABOVE GRADE
42	1.0" O.D. IRON PIPE 0.6' ABOVE GRADE
43	4.0" X 4.0" EXISTING CONCRETE MONUMENT 2.5' ABOVE GRADE
44	NOT USED
45	1.0" O.D. LEANING IRON PIPE 0.3' BELOW GRADE
46	1.0" O.D. PINCHED-TOP IRON 0.3' BELOW GRADE
47	No. 2 REBAR FLUSH WITH GRADE
48	No. 2 REBAR 0.6' BELOW GRADE
49	0.5" O.D. IRON PIPE 0.3' ABOVE GRADE, WITNESSED BY 0.5" O.D. IRON STAKE 1.5' ABOVE GRADE
50	1.0" O.D. PINCHED-TOP IRON 0.8' ABOVE GRADE
51	0.5" O.D. SQUARE IRON STAKE 0.8' BELOW GRADE
52	1.0" O.D. PINCHED-TOP IRON 1.0' ABOVE GRADE
53	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
54 AND 55	NOT USED
56	No. 5 REBAR FLUSH WITH GRADE
57	No. 5 REBAR 0.5' ABOVE GRADE
58	7.0" O.D. AXLE 1.2' BELOW GRADE
59 AND 60	NOT USED
61	No. 5 REBAR FLUSH WITH GRADE

CORNER DESCRIPTIONS	
CORNER #	DESCRIPTION
55	No. 5 REBAR 0.5' ABOVE GRADE
56	7.0" O.D. AXLE 1.2' BELOW GRADE
57	4.0" X 4.0" EXISTING CONCRETE MONUMENT 2.5' ABOVE GRADE
58	No. 5 REBAR 0.4' BELOW GRADE
59	4.0" X 4.0" EXISTING CONCRETE MONUMENT 2.5' ABOVE GRADE
60	No. 5 REBAR 0.3' BELOW GRADE
61 THRU 74	No. 5 REBAR, 30" IN LENGTH, FLUSH WITH GRADE WITH AN ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
75 THRU 77	No. 5 REBAR FLUSH WITH GRADE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S25°32'48"W	148.80'
L2	S83°07'03"W	159.08'
L3	N03°00'37"W	34.25'
L4	N25°57'47"E	160.70'
L5	N44°22'26"W	138.84'
L6	N44°22'26"W	41.97'
L7	N44°22'26"W	60.00'
L8	N44°22'26"W	51.17'
L9	N73°58'24"E	93.00'
L10	N58°58'24"E	354.00'
L11	S79°14'36"E	148.20'
L12	N12°06'20"E	26.80'
L13	N09°43'37"E	45.89'
L14	N45°37'34"E	184.26'
L15	N45°37'34"E	182.76'
L16	N83°44'36"E	30.82'
L17	N83°44'36"E	28.91'
L18	N83°17'22"E	287.13'
L19	N06°57'27"E	25.32'
L20	N06°57'27"E	81.79'
L21	S83°07'03"W	30.90'
L22	N06°57'27"E	25.67'
L23	N83°07'03"E	65.61'
L24	N03°00'37"W	9.41'
L25	S25°32'48"W	11.12'
L26	S83°07'03"W	153.75'



NCGS MARKER "JERRY"
SPO# NC NAD 83(2011)
N=562,368.0400'
E=2,241,972.0600'
HORIZONTAL GROUND DISTANCES USED UNLESS OTHERWISE NOTED.
(PID E20297)



STATE OF NORTH CAROLINA
COUNTY OF WAYNE
Filed for registration at 8:29:54 AM June 4, 2024 in the Register of Deeds
Office. Recorded in P.B. P, PG. 110-H

CONSTANCE B. CORAM
Register of Deeds
By [Signature]

OWNER'S CERTIFICATE (PIN No. _____):
I (We), hereby certify that I (we) am (are) the owner(s) of the properties shown and described herein which properties was conveyed to me (us) by deed recorded at D.B. 3902, PG. 833 of the Wayne County Registry, and that I (we) hereby adopt the plan of conservation easement with my (our) free consent. Further, I (we) hereby certify that the land shown herein is within the subdivision jurisdiction of Wayne County, North Carolina.

Date 6/6/24
Wildlands Engineering, Inc. Representative [Signature]

NORTH CAROLINA PROFESSIONAL SEAL
LAND SURVEYOR
JOHN ASHLEY RUDD
06/03/2024

SHEET 3 OF 3
CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA, DIVISION OF MITIGATION SERVICES OF CASEY CREEK
DMS PROJECT ID# 100597
SPO FILE NUMBERS 96-LA189 AND 96-LA190

GRANTHAM TOWNSHIP WAYNE COUNTY NORTH CAROLINA
(THE FIELD SURVEY TOOK PLACE DURING DECEMBER 2022 - NOVEMBER 2023)
200 100 0 200 400 600
GRAPHIC SCALE 1" = 200'