

Bluebird

Chatham County

Project ID #100637

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.



FILED	
CHATHAM COUNTY NC	
LUNDAY A. RIGGSBEE	
REGISTER OF DEEDS	
FILED	Jan 11, 2024
AT	01:02:46 pm
BOOK	02396
START PAGE	0641
END PAGE	0653
INSTRUMENT #	00243
EXCISE TAX	\$1,432.00

Excise Tax: \$1,432.00

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

SPO File Number: 19-LA-107
DMS Project Number: 100637
Project Name: Bluebird

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

Parcel Identification References: Parcel ID Number 0010410 and PIN 8793-00-17-3086; and
Parcel ID Number 0087985 and PIN 8793-00-06-3771

Brief Description for the Index: Conservation Easement; Plat Book 2023, Page 377

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this 11th day of January, 2024, by Clyde Reid Perry, Jr. and wife, Diane Smith Perry, ("**Grantor**"), whose mailing address is 1330 Arthur Teague Road, Siler City, NC 27344, 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 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 Restoration Systems, LLC, a North Carolina limited liability company, and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 452048014-02.

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 property situated, lying, and being in Hadley Township, Chatham County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 112.425 acres and being conveyed by deeds recorded in Deed Book 427, at Page 529 and Deed Book 1481, Page 141 of the Chatham County Registry, North Carolina and acquired by the Grantor via the estate of Elaine Hancock Perry (Chatham County Estate File No. 15 E 282); 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 the Cape Fear River Basin.

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:

BEING that area of land containing a combined total of 21.692 acres, more or less, consisting of the four (4) areas or tracts of real property as shown and depicted as "CONSERVATION EASEMENT 1" (8.807 acres), "CONSERVATION EASEMENT 2" (3.191 acres), "CONSERVATION EASEMENT AREA 3" (5.850 acres) and "CONSERVATION EASEMENT AREA 4" (3.844 acres) on a plat of survey entitled "CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES OVER A PORTION OF THE LANDS OF CLYDE REID PERRY JR.; BLUEBIRD, DMS SITE ID NUMBER 100637, SPO FILE NUMBER 19-LA-107", dated December 5, 2023, prepared by Dan W. Tanner II, NC PLS License No. L-4787 of Survey Carolina, PLLC, Job #15333, recorded in the Office of the Register of Deeds of Chatham County, North Carolina at Plat Book or Cabinet 2023, Page 377, Instrument Number 11041, which plat is hereby incorporated by reference, and being more particularly described as follows:

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 location more particularly described on **Exhibit A** ("Access Easement") attached hereto and incorporated herein by this reference, 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 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.

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.

E. Crossing Area(s). The Grantee is not responsible for maintenance of crossing area(s), 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 APPEAR ON FOLLOWING PAGE]

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

Clyde Reid Perry Jr. (SEAL)
Clyde Reid Perry, Jr.

Diane Smith Perry (SEAL)
Diane Smith Perry

NORTH CAROLINA
COUNTY OF CHATHAM

I, W. Judson Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that Clyde Reid Perry, Jr. + Diane Smith Perry 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 the 11th day of January, 2024

W. Judson Smith
Notary Public

My commission expires:

11/11/2025

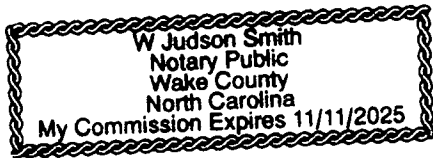


EXHIBIT A

BEING that area of land containing a combined total of 21.692 acres, more or less, consisting of the four (4) areas or tracts of real property as shown and depicted as "CONSERVATION EASEMENT 1" (8.807 acres), "CONSERVATION EASEMENT 2" (3.191 acres), "CONSERVATION EASEMENT AREA 3" (5.850 acres) and "CONSERVATION EASEMENT AREA 4" (3.844 acres) on a plat of survey entitled "CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES OVER A PORTION OF THE LANDS OF CLYDE REID PERRY JR.; BLUEBIRD, DMS SITE ID NUMBER 100637, SPO FILE NUMBER 19-LA-107", dated December 5, 2023, prepared by Dan W. Tanner II, NC PLS License No. L-4787 of Survey Carolina, PLLC, Job #15333, recorded in the Office of the Register of Deeds of Chatham County, North Carolina at Plat Book or Cabinet 2023, Page 377, Instrument Number 11041, which plat is hereby incorporated by reference, and being more particularly described as follows:

Conservation Easements Metes and Bounds Description

Conservation Easement 1:

Beginning at a point not set having NAD 83 North Carolina State Plane Coordinate of Northing 737,591.929, Easting 1,889,876.411; Said point being the south west corner of a new non-exclusive access easement being conveyed to the State of North Carolina, said point also being set on the eastern right of way line of NCSR 1500 (Arthur Teague Road), Thence running from said point of beginning, the following bearings and distances: Thence S 43°16'24" E a distance of 141.85' to an iron; Thence S 71°22'55" E a distance of 63.43' to an iron; Thence N 78°03'08" E a distance of 197.27' to an iron; Thence N 02°22'22" W a distance of 10.88' to an iron; Thence N 38°55'02" W a distance of 180.95' to an iron; Thence N 06°31'18" W a distance of 116.96' to an iron; Thence N 36°48'52" E a distance of 155.45' to an iron; Thence N 76°24'18" E a distance of 154.69' to an iron; Thence S 03°54'27" E a distance of 39.94' to an iron; Thence S 37°30'35" W a distance of 194.79' to an iron; Thence S 00°01'53" E a distance of 14.99' to an iron; Thence S 43°52'07" E a distance of 121.18' to an iron; Thence S 59°08'18" E a distance of 304.90' to an iron; Thence N 83°12'08" E a distance of 347.46' to an iron; Thence N 08°46'37" E a distance of 71.23' to an iron; Thence N 33°05'16" E a distance of 210.02' to an iron; Thence N 10°32'17" W a distance of 197.79' to an iron; Thence N 36°47'25" W a distance of 128.24' to an iron; Thence N 33°32'37" E a distance of 58.06' to an iron; Thence N 60°28'16" E a distance of 63.16' to an iron; Thence S 42°10'12" E a distance of 132.67' to an iron; Thence S 26°32'56" E a distance of 86.45' to an iron; Thence S 10°15'39" E a distance of 164.49' to an iron; Thence S 07°56'54" W a distance of 164.42' to an iron; Thence S 42°18'39" W a distance of 164.81' to an iron; Thence S 03°52'24" W a distance of 137.40' to an iron; Thence S 34°52'22" E a distance of 17.03' to an iron; Thence S 53°32'05" W a distance of 30.22' to an iron; Thence S 53°32'02" W a distance of 105.22' to an iron; Thence S 87°47'23" W a distance of 120.22' to an iron; Thence N 75°53'39" W a distance of 339.40' to an iron; Thence S 66°56'53" W a distance of 110.07' to an iron; Thence N 87°31'19" W a distance of 192.85' to an iron; Thence S 71°34'05" W a distance of 153.57' to an iron; Thence N 69°53'50" W a distance

of 239.59' to an iron; Thence N 06°56'37" E a distance of 119.40' to an iron; Thence N 06°00'58" E a distance of 133.52' to an iron; Which is the point of beginning, having an area of 8.807 Acres, as shown as "Conservation Easement 1" on that plat entitled "CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES" Prepared by Survey Carolina, PLLC dated December 5, 2023, Job Number 15333.

Conservation Easement 2:

Beginning at a point not set having NAD 83 North Carolina State Plane Coordinate of Northing 737,291.361, Easting 1,891,100.553; Said point being the south east corner of a new non-exclusive access easement being conveyed to the State of North Carolina, Thence S 38°11'11" E a distance of 10.05' to an iron; Thence N 69°05'51" E a distance of 197.03' to an iron; Thence S 20°09'16" E a distance of 16.76' to an iron; Thence S 08°39'05" W a distance of 180.87' to an iron; Thence S 23°20'03" W a distance of 150.19' to an iron; Thence S 41°49'20" W a distance of 190.56' to an iron; Thence S 06°44'55" W a distance of 122.52' to an iron; Thence S 04°09'56" E a distance of 225.86' to an iron; Thence S 11°18'36" E a distance of 343.03' to an iron; Thence S 32°53'05" E a distance of 149.88' to an iron; Thence S 09°46'57" W a distance of 159.66' to an iron; Thence S 05°12'12" E a distance of 177.23' to an iron; Thence S 87°47'25" W a distance of 59.87' to an iron, set on the existing western property line belonging to Clyde Reid Perry, Jr. (DB 2274 Pg. 688); Thence along said property line, N 08°57'57" E a distance of 66.20' to an iron; Thence N 24°42'03" W a distance of 103.58' to an iron; Thence N 10°27'05" W a distance of 200.02' to an iron; Thence N 00°54'01" W a distance of 163.81' to an iron; Thence N 03°55'54" W a distance of 151.37' to an iron; Thence N 18°46'03" W a distance of 101.61' to an iron; Thence N 08°34'03" W a distance of 100.00' to an iron; Thence N 04°35'57" E a distance of 355.33' to an iron; Thence N 03°06'33" W a distance of 236.19' to an iron; Thence N 15°53'03" W a distance of 53.96' to an iron; Thence leaving said property line, N 53°32'05" E a distance of 52.84' to an iron; Thence N 53°32'05" E a distance of 30.23' to an iron; Which is the point of beginning, having an area of 3.191 Acres, as shown as "Conservation Easement 2" on that plat entitled "CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES" Prepared by Survey Carolina, PLLC dated December 5, Job Number 15333.

Conservation Easement 3:

Beginning at a point not set having NAD 83 North Carolina State Plane Coordinate of Northing 737,214.273, Easting 1,890,996.242; Thence S 06°58'55" W a distance of 273.82' to an iron; Thence S 19°35'16" W a distance of 93.95' to an iron; Thence S 06°22'48" W a distance of 98.23' to an iron; Thence S 66°00'55" W a distance of 24.39' to an iron; Thence N 67°37'57" W a distance of 129.84' to an iron; Thence N 89°25'05" W a distance of 101.76' to an iron; Thence N 52°49'06" W a distance of 147.05' to an iron; Thence S 37°10'54" W a distance of 30.01' to an iron; Thence S 35°37'59" W a distance of 120.30' to an iron; Thence S 52°14'31" E a distance of 275.89' to an iron; Thence S 89°29'38" E a distance of 76.19' to an iron; Thence S 27°43'41" E a distance of 537.27' to an iron; Thence S 10°41'24" E a distance of 394.09' to an iron; Thence N 87°47'25" E a distance of 73.60' to an iron, set on the existing western property line belonging to

Clyde Reid Perry, Jr. (DB 2274 Pg. 688); Thence along said property line, Thence N 08°57'57" E a distance of 66.20' to an iron; Thence N 24°42'03" W a distance of 103.58' to an iron; Thence N 10°27'05" W a distance of 200.02' to an iron; Thence N 00°54'01" W a distance of 163.81' to an iron; Thence N 03°55'54" W a distance of 151.37' to an iron; Thence N 18°46'03" W a distance of 101.61' to an iron; Thence N 08°34'03" W a distance of 100.00' to an iron; Thence N 04°35'57" E a distance of 355.33' to an iron; Thence N 03°06'33" W a distance of 236.19' to an iron; Thence N 15°53'03" W a distance of 53.96' to an iron; Thence S 53°32'05" W a distance of 46.64' to an iron; Which is the point of beginning, having an area of 5.850 Acres, as shown as "Conservation Easement 3" on that plat entitled "CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES" Prepared by Survey Carolina, PLLC dated December 5, 2023, Job Number 15333.

Conservation Easement 4:

Beginning at a point not set having NAD 83 North Carolina State Plane Coordinate of Northing 736,915.976, Easting 1,890,519.417; Thence N 52°49'06" W a distance of 8.16' to an iron; Thence N 70°10'19" W a distance of 185.12' to an iron; Thence N 35°28'36" W a distance of 117.94' to an iron; Thence N 63°25'55" W a distance of 150.46' to an iron; Thence S 38°39'35" W a distance of 120.28' to an iron; Thence S 50°52'04" E a distance of 220.15' to an iron; Thence S 27°25'24" E a distance of 82.93' to an iron; Thence S 35°22'08" W a distance of 164.36' to an iron; Thence S 71°57'42" W a distance of 218.14' to an iron; Thence N 71°06'32" W a distance of 120.65' to an iron; Thence N 86°24'54" W a distance of 114.37' to an iron set on the eastern right-of-way line of NCSR 1500 (Arthur Teague Road); Thence along said right-of-way, S 14°03'23" W a distance of 114.77' to an iron; Thence leaving said right-of-way, S 70°38'06" E a distance of 241.45' to an iron; Thence S 78°01'43" E a distance of 16.51' to an iron; Thence N 73°29'34" E a distance of 264.54' to an iron; Thence N 30°13'48" E a distance of 45.89' to an iron; Thence S 89°40'05" E a distance of 37.71' to an iron; Thence N 38°25'09" E a distance of 249.37' to an iron; Thence S 52°14'31" E a distance of 10.05' to an iron; Thence N 35°37'59" E a distance of 119.80' to an iron; Thence N 35°37'59" E a distance of 30.01' to an iron; Which is the point of beginning, having an area of 3.844 Acres, as shown as "Conservation Easement 4" on that plat entitled "CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES" Prepared by Survey Carolina, PLLC dated December 5, 2023, Job Number 15333.

ACCESS EASEMENT

TOGETHER WITH a perpetual, non-exclusive right of access over, across and through those 30' wide areas and portions of the Property as depicted and labeled as "Access Easement 1", "Access Easement 2", and "Access Easement 3", on the above-referenced and incorporated plat, for the purposes of ingress, egress, and regress to the Conservation Easement Area and for Grantee exercising its rights and fulfilling its obligations under this Conservation Easement.

