

Big Buffalo

Chatham County

Project ID #100639

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.



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EXCISE TAX \$2,674.00

Excise Tax \$2,674.00
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-108
DMS Project Number: 100639

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 19th day of December, 2023, by **Keith A. Tuttle Farms, Inc.**, a North Carolina corporation, (“**Grantor**”), whose mailing address is 62 Tuttle Lane, 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

Submitted electronically by "Manning Fulton & Skinner, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Chatham County Register of Deeds.

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, 1101 Hayes Street, Suite 211, Raleigh, NC 27604, 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 452048014-03.

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 Albright Township, Chatham County, North Carolina (the "**Property**"), and being more particularly described as (i) that certain parcel of land containing approximately 154.07 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 566 at Page 250** of the Chatham County Registry, North Carolina; (ii) that certain parcel of land containing approximately 22.555 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1434 at Page 563** of the Chatham County Registry, North Carolina; and (iii) that certain parcel of land containing approximately 176.24 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 675 at Page 93** of the Chatham 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 North Prong Rocky 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:

BEING ALL of Conservation Easement Area 2 containing a total of approximately **0.73 acres**, Conservation Easement Area 7 containing a total of approximately **26.91 acres**, Conservation Easement Area 8 containing a total of approximately **0.34 acres**, Conservation Easement Area 9 containing a total of approximately **0.71 acres**, Conservation Easement Area 10 containing a total of approximately **1.38 acres**, Conservation Easement Area 12 containing a total of approximately **1.21 acres**, Conservation Easement Area 13 containing a total of approximately **9.02 acres**, Conservation Easement Area 14 containing a total of approximately **4.44 acres**, and Conservation Easement Area 15 containing approximately **3.00 acres** for a total of **47.74 acres**, as shown on the plats of survey titled "Conservation Easement for the State of North Carolina Division of Mitigation Services, over a portion of the lands of Keith A. Tuttle Farms, Inc., Current Owner per D.B. 566, Pg. 250, D.B. 1434, Pg. 563 and DB 675, Pg. 93 (Parcel ID(s): 60059, 112, 256) and Neal C. Tuttle, Current Owner per D.B. 909, Pg. 170 (Parcel ID: 133) and Neal C. Tuttle, Current Owner per Guilford County 21-E-2653; see also D.B. 1010, Pg. 682 (Parcel ID: 80303) and Lyn Smith Richardson, Current Owner per D.B. 1659, Pg. 472 (Parcel ID: 72982, DMS Project ID 100639, SPO File No. 19-LA-108, 19-LA-109, & 19-LA-110, Big Buffalo", dated December 6, 2023, John A. Rudolph, PLS Number L-4194, K2 Design Group, and recorded in Plat Cabinet 2023, Slides 360 to 364, Chatham Register of Deeds.

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. It is hereby agreed and acknowledged by Grantor that the Access Easement herein granted is also for the benefit, of and use by, Grantee to access the remaining conservation easement areas constituting the Big Buffalo project as shown on plat recorded in Plat Cabinet 2023, Slides 360 to 364, Chatham County Register of Deeds, including access to the lands currently owned by Neal C. Tuttle and Lyn Smith Richardson.

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.

Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its successors, and assigns the following rights in areas labeled as "Internal Crossing" and those areas subject to the "Existing 100' wide R/W R.E.A. Transmission Line" (see instruments recorded in Deed Book 259, Pages 52, 53, 56, and 107) within the Conservation Easement Area, all as shown on the plat titled "Conservation Easement for the State of North Carolina Division of Mitigation Services, over a portion of the lands of Keith A. Tuttle Farms, Inc., Current Owner per D.B. 566, Pg. 250, D.B. 1434, Pg. 563 and DB 675, Pg. 93 (Parcel ID(s): 60059, 112, 256) and Neal C. Tuttle, Current Owner per D.B. 909, Pg. 170 (Parcel ID: 133) and Neal C. Tuttle, Current Owner per Guilford County 21-E-2653; see also D.B. 1010, Pg. 682 (Parcel ID: 80303) and Lyn Smith Richardson, Current Owner per D.B. 1659, Pg. 472 (Parcel ID: 72982, DMS Project ID 100639, SPO File No. 19-LA-108, 19-LA-109, & 19-LA-110, Big Buffalo", dated December 6, 2023, John A. Rudolph, PLS Number L-4194, K2 Design Group, and recorded in Plat Cabinet 2023, Slides 360 to 364, Chatham Register of Deeds:

- Motorized vehicle crossing;
- Utility crossing to include overhead and buried electrical, water lines and sewer lines;

- Cattle crossing so long as fencing across a culvert in the Internal Crossing or R.E.A. Transmission Line prevents cattle access to the stream, or a ford crossing is kept gated and cattle area only present in the stream and riparian area under supervision while rotating cattle between pastures; and
- Installation, maintenance, or replacement of a new 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(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.

[Remainder of page left intentionally blank; signature and acknowledgement follows.]

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

Keith A. Tuttle Farms, Inc.,
a North Carolina corporation

By: Keith A. Tuttle
Name: Keith A. Tuttle
Title: President

STATE OF NORTH CAROLINA

COUNTY OF Chatham

I, Joseph B. Bass III, a Notary Public in and for the County and State aforesaid, do hereby certify that Keith A. Tuttle, as President of Keith A. Tuttle Farms, Inc., as Grantor(s), 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 19th day of December, 2023.

[Signature]
Notary Public

My commission expires:
12/19/23

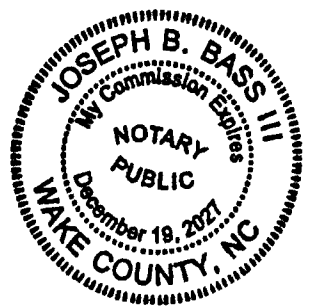


Exhibit A

Conservation Easement Area 2

BEING ALL of Conservation Easement Area 2 of the Big Buffalo site over a portion of the land of Keith A. Tuttle Farms, INC (Parcel ID: 256) lying and being situated in Albright Township, Chatham 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. 4 and being located North 32°49'45" West 1651.63 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 4), South 06°13'48" West 100.20' to an iron stake;

thence South 32°11'45" West 86.55' to an iron stake;
thence South 68°13'09" West 127.16' to an iron stake;
thence North 00°28'18" West 239.39' to a stone;
thence South 85°37'25" East 5.00' to an iron pipe;
thence South 83°42'28" East 173.09' to an iron stake;
which is the point of beginning,
having an area of approximately 0.73 acres.

Conservation Easement Area 7

BEING ALL of Conservation Easement Area 7 of the Big Buffalo site over a portion of the land of Keith A. Tuttle Farms, INC (Parcel ID: 60059) lying and being situated in Albright Township, Chatham 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. 25 and being located North 72°55'14" West 1112.26 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 25), South 00°31'39" East 138.27' to an iron stake;

thence South 86°10'40" West 47.19' to an iron stake;
thence South 58°45'41" West 278.29' to an iron stake;
thence South 85°01'10" West 159.98' to an iron stake;
thence North 83°08'35" West 110.51' to an iron stake;
thence South 79°07'24" West 234.08' to an iron stake;
thence South 89°18'20" West 170.73' to an iron stake;
thence South 89°18'20" West 139.40' to an iron stake;
thence South 25°26'44" West 134.17' to an iron stake;
thence South 25°26'44" West 55.81' to an iron stake;
thence South 11°05'19" West 352.49' to an iron stake;

thence South 74°13'00" East 536.94' to an iron stake;
 thence South 34°57'29" West 123.44' to an iron pipe;
 thence South 03°57'52" West 24.31' to a non-monumented corner;
 thence South 03°57'52" West 52.50' to an iron pipe;
 thence South 03°58'36" West 107.21' to an iron stake;
 thence North 49°34'50" West 99.76' to an iron stake;
 thence South 89°44'47" West 490.46' to an iron stake;
 thence North 59°09'09" West 438.97' to an iron stake;
 thence South 67°20'34" West 40.66' to an iron stake;
 thence South 13°48'09" West 404.33' to an iron stake;
 thence South 42°39'15" West 579.64' to an iron stake;
 thence North 02°56'17" East 257.57' to an iron stake;
 thence North 41°01'37" East 102.14' to an iron stake;
 thence North 47°40'20" East 208.36' to an iron stake;
 thence North 13°50'25" East 410.35' to an iron stake;
 thence North 67°00'04" West 61.17' to an iron stake;
 thence South 88°02'48" West 99.39' to an iron stake;
 thence South 57°56'22" West 12.62' to an iron stake;
 thence South 57°51'22" West 147.18' to an iron stake;
 thence North 02°56'17" East 23.73' to a non-monumented corner;
 thence North 02°56'17" East 44.36' to a non-monumented corner;
 thence South 71°29'09" West 24.09' to a non-monumented corner;
 thence South 79°24'19" West 34.26' to a non-monumented corner;
 thence North 88°09'51" West 37.81' to a non-monumented corner;
 thence North 84°24'02" West 37.24' to a non-monumented corner;
 thence North 80°57'38" West 21.59' to a non-monumented corner;
 thence North 82°44'12" West 49.82' to a non-monumented corner;
 thence North 84°56'11" West 38.43' to a non-monumented corner;
 thence North 82°27'54" West 46.18' to a non-monumented corner;
 thence North 89°32'10" West 59.84' to a non-monumented corner;
 thence South 88°40'41" West 31.50' to a non-monumented corner;
 thence South 89°35'37" West 68.32' to a non-monumented corner;
 thence South 89°44'39" West 54.26' to a non-monumented corner;
 thence North 77°35'33" West 24.80' to a non-monumented corner;
 thence North 66°09'41" West 34.17' to a non-monumented corner;
 thence North 59°33'57" West 22.48' to a non-monumented corner;
 thence North 87°22'03" West 61.19' to a non-monumented corner;
 thence North 05°50'37" East 94.41' to an iron stake;
 thence South 85°58'03" East 439.05' to an iron stake;
 thence North 79°29'23" East 265.23' to an iron stake;
 thence North 16°30'52" West 552.94' to an iron stake;
 thence North 03°40'26" West 525.24' to an iron stake;
 thence South 88°33'08" East 155.02' to an iron stake;
 thence South 04°53'37" East 385.70' to an iron stake;
 thence South 13°14'56" East 410.58' to an iron stake;
 thence South 36°32'46" East 143.41' to an iron stake;

thence South 00°09'05" West 191.07' to an iron stake;
 thence South 89°52'43" East 38.20' to an iron stake;
 thence South 89°52'37" East 187.75' to an iron stake;
 thence North 57°56'22" East 73.28' to an iron stake;
 thence South 76°23'57" East 267.53' to an iron stake;
 thence North 11°37'33" East 267.52' to an iron stake;
 thence North 29°40'43" East 211.52' to an iron stake;
 thence North 29°27'55" East 147.10' to an iron stake;
 thence North 07°59'50" East 305.69' to an iron stake;
 thence North 55°47'50" West 219.65' to an iron stake;
 thence North 32°11'45" West 163.46' to an iron stake;
 thence North 64°50'27" East 39.91' to an iron stake;
 thence North 34°05'34" West 72.81' to an iron stake;
 thence South 89°51'39" East 68.20' to a non-monumented corner;
 thence South 89°51'39" East 18.14' to an iron stake;
 thence South 31°32'32" East 35.25' to an iron stake;
 thence South 89°51'39" East 215.92' to an iron stake;
 thence North 18°10'28" East 31.55' to an iron stake;
 thence South 89°51'39" East 84.13' to an iron stake;
 thence South 18°10'28" West 31.55' to an iron stake;
 thence South 89°51'39" East 33.81' to an iron stake;
 thence South 01°25'24" West 491.52' to an iron stake;
 thence South 69°05'28" East 84.95' to an iron stake;
 thence South 69°05'28" East 36.13' to an iron stake;
 thence North 89°46'46" East 85.42' to an iron stake;
 thence North 69°33'57" East 123.32' to an iron stake;
 thence North 79°16'37" East 144.30' to an iron stake;
 thence South 88°45'24" East 224.01' to an iron stake;
 thence North 56°48'24" East 296.44' to an iron stake;
 thence South 80°24'58" East 84.43' to an iron stake;
 which is the point of beginning,
 having an area of approximately 26.91 acres.

Conservation Easement Area 8

BEING ALL of Conservation Easement Area 8 of the Big Buffalo site over a portion of the land of Keith A. Tuttle Farms, INC (Parcel ID: 256) lying and being situated in Albright Township, Chatham 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. 25 and being located North 72°55'14" West 1112.26 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 25), South 80°24'58" East 99.49' to an iron stake;
 thence South 32°55'16" East 62.02' to an iron stake;

thence South 20°13'25" West 66.57' to an iron stake;
 thence South 86°10'40" West 107.76' to an iron stake;
 thence North 00°31'39" West 138.27' to an iron stake;
 which is the point of beginning,
 having an area of approximately 0.34 acres.

Conservation Easement Area 9

BEING ALL of Conservation Easement Area 9 of the Big Buffalo site over a portion of the land of Keith A. Tuttle Farms, INC (Parcel ID: 112) lying and being situated in Albright Township, Chatham 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. 100 and being located South 65°47'14" West 3664.63 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 100), South 42°23'07" West 152.66' to an iron stake;
 thence North 58°36'35" West 60.00' to an iron stake;
 thence North 16°45'51" East 233.92' to an iron stake;
 thence North 41°01'37" East 152.13' to an iron stake;
 thence South 02°56'17" West 257.57' to an iron stake;
 which is the point of beginning,
 having an area of approximately 0.71 acres.

Conservation Easement Area 10

BEING ALL of Conservation Easement Area 10 of the Big Buffalo site over a portion of the land of Keith A. Tuttle Farms, INC (Parcel ID: 112) lying and being situated in Albright Township, Chatham 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. 111 and being located South 78°07'09" West 3373.01 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 111), South 57°51'22" West 27.80' to an iron stake;
 thence South 80°38'15" West 96.99' to an iron stake;
 thence North 87°04'55" West 515.67' to an iron stake;
 thence North 87°04'55" West 10.03' to an iron stake;
 thence North 05°50'37" East 114.81' to a non-monumented corner;
 thence South 87°22'03" East 61.19' to a non-monumented corner;
 thence South 59°33'57" East 22.48' to a non-monumented corner;
 thence South 66°09'41" East 34.17' to a non-monumented corner;

thence South 77°35'33" East 24.80' to a non-monumented corner;
 thence North 89°44'39" East 54.26' to a non-monumented corner;
 thence North 89°35'37" East 68.32' to a non-monumented corner;
 thence North 88°40'41" East 31.50' to a non-monumented corner;
 thence South 89°32'10" East 59.84' to a non-monumented corner;
 thence South 82°27'54" East 46.18' to a non-monumented corner;
 thence South 84°56'11" East 38.43' to a non-monumented corner;
 thence South 82°44'12" East 49.82' to a non-monumented corner;
 thence South 80°57'38" East 21.59' to a non-monumented corner;
 thence South 84°24'02" East 37.24' to a non-monumented corner;
 thence South 88°09'51" East 37.81' to a non-monumented corner;
 thence North 79°24'19" East 34.26' to a non-monumented corner;
 thence North 71°29'09" East 24.09' to a non-monumented corner;
 thence South 02°56'17" West 44.36' to a non-monumented corner;
 thence South 02°56'17" West 23.73' to an iron stake;
 which is the point of beginning,
 having an area of approximately 1.38 acres.

Conservation Easement Area 12

BEING ALL of Conservation Easement Area 12 of the Big Buffalo site over a portion of the land of Keith A. Tuttle Farms, INC (Parcel ID: 60059) lying and being situated in Albright Township, Chatham 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. 79 and being located South 48°16'44" West 4499.74 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 79), South 78°10'30" East 317.41' to an iron stake;

thence North 83°12'16" East 33.33' to an iron stake;
 thence South 50°38'18" West 286.47' to an iron stake;
 thence South 89°55'07" West 134.72' to an iron stake;
 thence North 02°55'48" East 243.29' to an iron stake;
 which is the point of beginning,
 having an area of approximately 1.21 acres.

Conservation Easement Area 13

BEING ALL of Conservation Easement Area 13 of the Big Buffalo site over a portion of the land of Keith A. Tuttle Farms, INC (Parcel ID: 256) lying and being situated in Albright Township, Chatham 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. 47 and being located South 53°32'17" West 1225.84 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 47), thence South 07°25'54" West 342.73' to an iron stake;

thence South 18°33'18" West 261.88' to an iron stake;
 thence South 55°13'52" East 358.20' to an iron stake;
 thence South 14°14'09" West 319.77' to an iron stake;
 thence South 71°15'42" West 253.25' to an iron stake;
 thence South 19°13'50" West 395.32' to an iron stake;
 thence South 06°35'05" West 261.85' to a non-monumented corner;
 thence North 45°25'35" West 71.16' to a non-monumented corner;
 thence North 35°52'46" West 53.14' to a non-monumented corner;
 thence North 01°59'13" West 55.05' to a non-monumented corner;
 thence North 13°27'31" East 16.18' to a non-monumented corner;
 thence North 28°30'24" West 47.59' to a non-monumented corner;
 thence North 18°33'58" East 95.17' to a non-monumented corner;
 thence North 20°14'28" East 178.48' to a non-monumented corner;
 thence North 19°39'47" East 117.44' to a non-monumented corner;
 thence North 26°10'22" East 52.82' to a non-monumented corner;
 thence North 10°37'03" East 100.72' to a non-monumented corner;
 thence North 24°36'21" East 66.25' to a non-monumented corner;
 thence North 85°03'39" East 38.18' to a non-monumented corner;
 thence South 87°25'01" East 136.92' to a non-monumented corner;
 thence North 31°12'44" East 35.40' to a non-monumented corner;
 thence North 09°41'20" East 45.83' to a non-monumented corner;
 thence North 10°17'23" West 49.08' to a non-monumented corner;
 thence North 06°10'34" East 46.29' to a non-monumented corner;
 thence North 29°45'20" East 44.81' to a non-monumented corner;
 thence North 47°05'40" West 65.06' to a non-monumented corner;
 thence North 58°17'25" West 89.09' to a non-monumented corner;
 thence North 48°27'48" West 116.39' to a non-monumented corner;
 thence North 43°46'26" West 174.56' to a non-monumented corner;
 thence North 48°57'44" West 257.68' to a non-monumented corner;
 thence North 45°16'32" West 208.57' to a non-monumented corner;
 thence North 54°18'28" West 148.43' to a non-monumented corner;
 thence North 52°42'17" West 108.61' to a non-monumented corner;
 thence North 03°57'52" East 24.31' to an iron pipe;
 thence North 34°57'29" East 123.44' to an iron stake;
 thence South 49°35'12" East 701.96' to an iron stake;
 thence North 77°08'48" East 53.56' to an iron stake;
 thence North 05°41'06" East 223.40' to an iron stake;
 thence North 08°39'28" West 117.30' to an iron stake;
 thence North 11°18'57" East 48.40' to an iron stake;
 thence North 61°23'07" East 126.98' to an iron stake;

thence South 56°13'53" East 109.18' to an iron stake;
 which is the point of beginning,
 having an area of approximately 9.02 acres.

Conservation Easement Area 14

BEING ALL of Conservation Easement Area 16 of the Big Buffalo site over a portion of the land of Keith A. Tuttle Farms, INC (Parcel ID: 256) lying and being situated in Albright Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron pipe (Point of Beginning) labeled as Point No. 263 and being located North 73°26'48" East 959.66 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 263), South 31°21'27" East 640.19' to an iron stake;

thence South 79°33'18" West 469.82' to an iron stake;
 thence South 52°30'11" West 253.83' to an iron stake;
 thence South 63°09'06" West 159.57' to an iron stake;
 thence North 21°28'50" West 80.60' to an iron stake;
 thence North 55°08'08" East 90.00' to an iron stake;
 thence North 19°13'11" East 60.12' to an iron stake;
 thence North 48°43'52" East 156.02' to an iron stake;
 thence North 00°23'20" West 19.95' to an iron stake;
 thence North 51°38'23" West 150.54' to an iron stake;
 thence North 38°16'53" East 44.51' to an iron stake;
 thence South 55°06'27" East 102.75' to an iron stake;
 thence North 73°28'07" East 118.32' to an iron stake;
 thence South 88°41'31" East 137.91' to an iron stake;
 thence North 78°14'44" East 149.44' to an iron stake;
 thence North 23°59'37" East 22.24' to an iron stake;
 thence North 30°39'35" West 402.71' to an iron stake;
 thence North 60°13'37" East 110.94' to an iron pipe;
 which is the point of beginning,
 having an area of approximately 4.44 acres

Conservation Easement Area 15

BEING ALL of Conservation Easement Area 14 of the Big Buffalo site over a portion of the land of Keith A. Tuttle Farms, INC (Parcel ID: 256) lying and being situated in Albright Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron pipe (Point of Beginning) labeled as Point No. 263 and being located North 73°26'48" East 959.66 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 263), South 60°13'37" West 110.94' to an iron stake;

thence North 30°39'35" West 469.06' to an iron stake;

thence North 81°09'17" West 90.24' to an iron stake;

thence North 27°18'44" West 357.18' to an iron stake;

thence North 06°57'59" East 240.51' to an iron stake;

thence South 31°20'42" East 184.36' to an iron stake;

thence South 31°20'42" East 890.95' to an iron pipe;

which is the point of beginning,

having an area of approximately 3.00 acres.

ALL OF FOREGOING CONSERVATION EASEMENT AREAS (which also include all areas identified as "Internal Crossings") as shown on plat of survey titled "Conservation Easement for the State of North Carolina Division of Mitigation Services, over a portion of the lands of Keith A. Tuttle Farms, Inc., Current Owner per D.B. 566, Pg. 250, D.B. 1434, Pg. 563 and DB 675, Pg. 93 (Parcel ID(s): 60059, 112, 256) and Neal C. Tuttle, Current Owner per D.B. 909, Pg. 170 (Parcel ID: 133) and Neal C. Tuttle, Current Owner per Guilford County 21-E-2653; see also D.B. 1010, Pg. 682 (Parcel ID: 80303) and Lyn Smith Richardson, Current Owner per D.B. 1659, Pg. 472 (Parcel ID: 72982, DMS Project ID 100639, SPO File No. 19-LA-108, 19-LA-109, & 19-LA-110, Big Buffalo", dated December 6, 2023, John A. Rudolph, PLS Number L-4194, K2 Design Group, and recorded in Plat Cabinet 2023, Slides 360 to 364, Chatham Register of Deeds (the "Plat").

TOGETHER WITH AND INCLUDING AS AN APPURTENANCE THERETO all access easements shown on the Plat as "Proposed 20' Wide Access Easements".

FILED Dec 19, 2023
AT 03:02:33 PM
BOOK 02394
START PAGE 0437
END PAGE 0448
INSTRUMENT # 11014
EXCISE TAX \$404.00

Excise Tax \$404.00
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-109
DMS Project Number: 100639

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 19th day of December, 2023, by **Lyn Smith Richardson** and **husband Jeffrey Richardson**, (“**Grantor**”), whose mailing address is PO Box 542, Liberty, NC 27298-0542, 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

Submitted electronically by "Manning Fulton & Skinner, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Chatham County Register of Deeds.

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, 1101 Hayes Street, Suite 211, Raleigh, NC 27604, 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 452048014-03.

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 Albright Township, Chatham County, North Carolina (the "**Property**"), and being more

particularly described as that certain parcel of land containing approximately 157.4 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1659, at Page 472** of the Chatham 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 North Prong Rocky 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:

BEING ALL of Conservation Easement Area 1 containing a total of approximately **1.72 acres** and Conservation Easement Area 16 containing approximately **5.49 acres** for a total of **7.21 acres**, as shown on the plat of survey titled "Conservation Easement for the State of North Carolina Division of Mitigation Services, over a portion of the lands of Keith A. Tuttle Farms, Inc., Current Owner per D.B. 566, Pg. 250, D.B. 1434, Pg. 563 and DB 675, Pg. 93 (Parcel ID(s): 60059, 112, 256) and Neal C. Tuttle, Current Owner per D.B. 909, Pg. 170 (Parcel ID: 133) and Neal C. Tuttle, Current Owner per Guilford County 21-E-2653; see also D.B. 1010, Pg. 682 (Parcel ID: 80303) and Lyn Smith Richardson, Current Owner per D.B. 1659, Pg. 472 (Parcel ID: 72982, DMS Project ID 100639, SPO File No. 19-LA-108, 19-LA-109, & 19-LA-110, Big Buffalo", dated December 6, 2023, John A. Rudolph, PLS Number L-4194, K2 Design Group, and recorded in Plat Cabinet 2023, Slides 360 to 364, Chatham Register of Deeds.

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. It is hereby agreed and acknowledged by Grantor that the Access Easement herein granted is also for the benefit of, and use by, Grantee to access the remaining conservation easement areas constituting the Big Buffalo project as shown on plat recorded in Plat Cabinet 2023, Slides 360 to 364, Chatham County Register of Deeds, including access to the lands currently owned by Neal C. Tuttle and Keith A. Tuttle Farms, Inc.

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.

[Remainder of page left intentionally blank; signatures and acknowledgements follow.]

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

Lyn Smith Richardson (SEAL)
Lyn Smith Richardson

Jeffrey Richardson (SEAL)
Jeffrey Richardson

STATE OF NORTH CAROLINA

COUNTY OF Chatham

I, Joseph B. Bass III, a Notary Public in and for the County and State aforesaid, do hereby certify that Lyn Smith Richardson and husband Jeffrey Richardson, as Grantor(s), 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 19th day of December, 2023.

[Signature]
Notary Public

My commission expires:
12/19/23

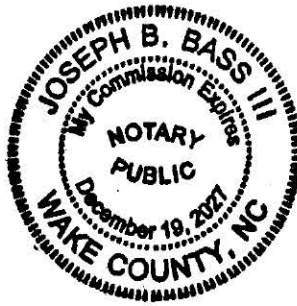


Exhibit A**Conservation Easement Area 1**

BEING ALL of Conservation Easement Area 1 of the Big Buffalo site over a portion of the land of Lyn Smith Richardson (Parcel ID: 72982) lying and being situated in Albright Township, Chatham 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. 4 and being located North 32°49'45" West 1651.63 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 4), North 83°42'28" West 173.09' to an iron pipe;
 thence North 85°37'25" West 5.00' to a stone;
 thence North 02°42'19" West 4.08' to an iron pipe;
 thence North 00°50'30" East 533.12' to an iron pipe;
 thence South 83°32'53" East 49.11' to an iron stake;
 thence South 38°38'14" East 113.79' to an iron stake;
 thence South 06°07'12" East 464.74' to an iron stake;
 which is the point of beginning,
 having an area of approximately 1.72 acres.

Conservation Easement Area 16

BEING ALL of Conservation Easement Area 15 of the Big Buffalo site over a portion of the land of Lyn Smith Richardson (Parcel ID: 72982) lying and being situated in Albright Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron pipe (Point of Beginning) labeled as Point No. 263 and being located North 73°26'48" East 959.66 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 263), North 31°20'42" West 890.95' to an iron stake;
 thence South 54°09'30" East 272.90' to an iron stake;
 thence South 32°32'55" East 1221.00' to an iron stake;
 thence North 89°15'21" East 160.43' to an iron stake;
 thence South 13°18'18" East 273.06' to an iron stake;
 thence South 26°36'44" West 106.32' to an iron stake;
 thence South 85°34'24" West 106.24' to an iron pipe;
 thence North 31°20'17" West 208.48' to an iron pipe;
 thence North 31°21'27" West 82.27' to an iron stake;
 thence North 31°21'27" West 640.19' to an iron pipe;
 which is the point of beginning,

having an area of approximately 5.49 acres.

BOTH OF THE FOREGOING CONSERVATION EASEMENT AREAS (which also include all areas identified as “Internal Crossings”) as shown on plat of survey titled “Conservation Easement for the State of North Carolina Division of Mitigation Services, over a portion of the lands of Keith A. Tuttle Farms, Inc., Current Owner per D.B. 566, Pg. 250, D.B. 1434, Pg. 563 and DB 675, Pg. 93 (Parcel ID(s): 60059, 112, 256) and Neal C. Tuttle, Current Owner per D.B. 909, Pg. 170 (Parcel ID: 133) and Neal C. Tuttle, Current Owner per Guilford County 21-E-2653; see also D.B. 1010, Pg. 682 (Parcel ID: 80303) and Lyn Smith Richardson, Current Owner per D.B. 1659, Pg. 472 (Parcel ID: 72982, DMS Project ID 100639, SPO File No. 19-LA-108, 19-LA-109, & 19-LA-110, Big Buffalo”, dated December 6, 2023, John A. Rudolph, PLS Number L-4194, K2 Design Group, and recorded in Plat Cabinet 2023, Slides 360 to 364, Chatham Register of Deeds (the “Plat”).

TOGETHER WITH AND INCLUDING AS AN APPURTENANCE THERETO all access easements shown on the Plat as “Proposed 20’ Wide Access Easements”.

FILED Dec 19, 2023
AT 03:00:40 PM
BOOK 02394
START PAGE 0422
END PAGE 0436
INSTRUMENT # 11013
EXCISE TAX \$1,870.00

Excise Tax \$1,870.00
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-110
DMS Project Number: 100639

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

Submitted electronically by "Manning Fulton & Skinner, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Chatham County Register of Deeds.

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this 19th day of December, 2023, by **Neal C. Tuttle**, widower, and **Neal C. Tuttle**, as **Sole Heir and Executor of the Estate of Mary Belle Clapp Tuttle** (collectively "**Grantor**"), whose mailing address is 62 Tuttle Lane, 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, 1101 Hayes Street, Suite 211, Raleigh, NC 27604, 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 452048014-03.

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 Albright Township, Chatham County, North Carolina (the "**Property**"), and being more particularly described as (i) that certain parcel of land containing approximately **49.54** acres and being conveyed to the Grantor by deed as recorded in **Deed Book 909 at Page 170 of the Chatham County Registry, North Carolina** and (ii) that certain parcel of land containing approximately **80.573** acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1010 at Page 682** of the Chatham County Registry, North Carolina, and said 80.573-acre tract of land being devised to Grantor in accordance with will probated in **Guilford County Estate File Number 21-E-2653**; 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 North Prong Rocky 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:

BEING ALL of Conservation Easement Area 3 containing a total of approximately **11.17 acres**, Conservation Easement Area 4 containing a total of approximately **0.03 acres**, Conservation Easement Area 5 containing a total of approximately **0.01 acres**, Conservation Easement Area 6 containing a total of approximately **1.16 acres**, and Conservation Easement Area 11 containing approximately **21.01 acres** for a total of **33.38 acres**, as shown on the plats of survey titled "Conservation Easement for the State of North Carolina Division of Mitigation Services, over a portion of the lands of Keith A. Tuttle Farms, Inc., Current Owner per D.B. 566, Pg. 250, D.B. 1434, Pg. 563 and DB 675, Pg. 93 (Parcel ID(s): 60059, 112, 256) and Neal C. Tuttle, Current Owner per D.B. 909, Pg. 170 (Parcel ID: 133) and Neal C. Tuttle, Current Owner per Guilford County 21-E-2653; see also D.B. 1010, Pg. 682 (Parcel ID: 80303) and Lyn Smith Richardson, Current Owner per D.B. 1659, Pg. 472 (Parcel ID: 72982, DMS Project ID 100639, SPO File No. 19-LA-108, 19-LA-109, & 19-LA-110, Big Buffalo", dated December 6, 2023, John A. Rudolph, PLS Number L-4194, K2 Design Group, and recorded in Plat Cabinet 2023, Slides 360 to 364, Chatham Register of Deeds.

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. It is hereby agreed and acknowledged by Grantor that the Access Easement herein granted is also for the benefit of, and use by, Grantee to access the remaining conservation easement areas constituting the Big Buffalo project as shown on plat recorded in Plat Cabinet 2023, Slides 360 to 364, Chatham County Register of Deeds, including access to the lands currently owned by Lyn Smith Richardson and Keith A. Tuttle Farms, Inc.

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.

Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its successors, and assigns the following rights in areas labeled as "Internal Crossing" and those areas subject to the "Existing 100' wide R/W R.E.A. Transmission Line" (see instruments recorded in Deed Book 259, Pages 52, 53, 56, and 107) within the Conservation Easement Area, all as shown on the plat titled "Conservation Easement for the State of North Carolina Division of Mitigation Services, over a portion of the lands of Keith A. Tuttle Farms, Inc., Current Owner per D.B. 566, Pg. 250, D.B. 1434, Pg. 563 and DB 675, Pg. 93 (Parcel ID(s): 60059, 112, 256) and Neal C. Tuttle, Current Owner per D.B. 909, Pg. 170 (Parcel ID: 133) and Neal C. Tuttle, Current Owner per Guilford County 21-E-2653; see also D.B. 1010, Pg. 682 (Parcel ID: 80303) and Lyn Smith Richardson, Current Owner per D.B. 1659, Pg. 472 (Parcel ID: 72982, DMS Project ID 100639, SPO File No. 19-LA-108, 19-LA-109, & 19-LA-110, Big Buffalo", dated December 6, 2023, John A. Rudolph, PLS Number L-4194, K2 Design Group, and recorded in Plat Cabinet 2023, Slides 360 to 364, Chatham Register of Deeds:

- Motorized vehicle crossing;
- Utility crossing to include overhead and buried electrical, water lines and sewer lines;
- Cattle crossing so long as fencing across a culvert in the Internal Crossing or R.E.A. Transmission Line prevents cattle access to the stream, or a ford crossing is kept gated and cattle area only present in the stream and riparian area under supervision while rotating cattle between pastures; and

- Installation, maintenance, or replacement of a new 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(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.

[Remainder of page left intentionally blank; signatures and acknowledgements follow.]

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

Keith A Tuttle as POA Neal C Tuttle (SEAL)
Neal C. Tuttle, individually, by and through
his agent/attorney-in-fact Keith Alton Tuttle

Estate of Mary Belle Clapp Tuttle

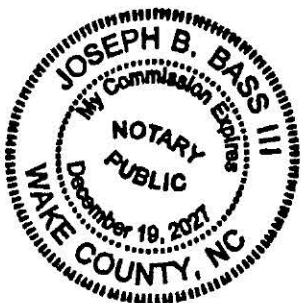
By: Keith A Tuttle as POA Neal C Tuttle (SEAL)
Neal C. Tuttle, as Sole Heir and Executor of the Estate of Mary Belle Clapp Tuttle, by
and through his agent/attorney-in-fact Keith Alton Tuttle

STATE OF NORTH CAROLINA

COUNTY OF Chatham

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Keith Alton Tuttle personally appeared before me this day and, being first duly sworn, stated as follows: that he executed the foregoing instrument for and on behalf of Neal Covington Tuttle, the "Grantor(s)" herein; that his authority to execute and acknowledge said instrument is contained in a durable Power of Attorney fully executed, acknowledged, and recorded in the Office of the Register of Deeds of Guilford County, North Carolina in Book 8723, Pages 406 to 423 and in the Office of the Register of Deeds of Chatham County, North Carolina in Book 2393, Pages 452 to 469; that the foregoing instrument was executed under and by virtue of the authority given by said Power of Attorney; and that Keith Alton Tuttle acknowledged the due execution of the foregoing instrument for the purposes therein expressed and for and in behalf of said Neal Covington Tuttle.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 19th day of December, 2023.



[Signature]
Notary Public

My commission expires:
12/19/27

Exhibit A**Conservation Easement Area 3**

BEING ALL of Conservation Easement Area 3 of the Big Buffalo site over a portion of the land of Neal C. Tuttle & Mary Belle Tuttle (Parcel ID: 133) lying and being situated in Albright Township, Chatham 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. 7 and being located North 42°30'34" West 1584.21 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 7), South 71°30'13" West 40.25' to an iron stake;
 thence South 44°49'48" West 108.01' to an iron stake;
 thence South 77°20'37" West 624.17' to an iron stake;
 thence South 43°01'54" West 211.92' to an iron stake;
 thence South 06°18'30" West 79.90' to an iron stake;
 thence North 89°51'39" West 129.08' to an iron stake;
 thence South 18°10'28" West 31.55' to an iron stake;
 thence North 89°51'39" West 84.13' to an iron stake;
 thence North 18°10'28" East 31.55' to an iron stake;
 thence North 89°51'39" West 28.75' to an iron stake;
 thence North 36°27'37" East 119.12' to an iron stake;
 thence North 20°02'09" East 117.24' to an iron stake;
 thence North 32°37'46" West 117.42' to an iron stake;
 thence North 18°56'53" West 166.01' to an iron stake;
 thence North 32°00'45" West 363.94' to an iron stake;
 thence North 13°24'31" West 55.18' to an iron stake;
 thence North 00°33'24" West 206.65' to an iron stake;
 thence South 89°36'45" East 37.39' to an iron stake;
 thence South 38°18'58" East 411.95' to an iron stake;
 thence South 21°11'42" East 326.02' to an iron stake;
 thence South 41°05'32" East 76.43' to an iron stake;
 thence North 70°37'22" East 49.80' to an iron stake;
 thence North 08°29'09" East 122.84' to an iron stake;
 thence North 17°26'28" West 126.22' to an iron stake;
 thence North 43°30'25" East 70.42' to an iron stake;
 thence South 83°37'54" East 84.85' to an iron stake;
 thence South 21°56'19" East 132.62' to an iron stake;
 thence South 00°42'58" East 104.17' to an iron stake;
 thence North 71°46'30" East 618.25' to an iron stake;
 thence North 71°49'19" East 40.22' to an iron stake;
 thence North 18°50'33" West 66.29' to an iron stake;
 thence North 12°05'57" West 315.21' to an iron stake;
 thence North 35°50'03" West 274.07' to an iron stake;
 thence North 06°54'06" West 47.95' to an iron stake;
 thence South 84°24'02" East 296.15' to an iron pipe;
 thence South 00°50'30" West 533.12' to an iron pipe;
 thence South 02°42'19" East 4.08' to a stone;
 thence South 00°28'18" East 239.39' to an iron stake;

which is the point of beginning,
having an area of approximately 11.17 acres.

Conservation Easement Area 4

BEING ALL of Conservation Easement Area 4 of the Big Buffalo site over a portion of the land of Neal C. Tuttle & Mary Belle Tuttle (Parcel ID: 133) lying and being situated in Albright Township, Chatham 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. 145 and being located North 73°34'24" West 2505.33 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 145), North 89°51'39" West 29.82' to an iron stake;
thence North 00°34'39" West 75.02' to an iron stake;
thence South 31°29'56" East 58.11' to an iron stake;
thence South 00°29'02" East 25.54' to an iron stake;
which is the point of beginning,
having an area of approximately 0.03 acres.

Conservation Easement Area 5

BEING ALL of Conservation Easement Area 5 of the Big Buffalo site over a portion of the land of Neal C. Tuttle & Mary Belle Tuttle (Parcel ID: 133) lying and being situated in Albright Township, Chatham 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. 147 and being located North 74°18'13" West 2507.97 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 147), North 89°51'39" West 18.14' to a non-monumented corner;
thence North 00°34'39" West 30.00' to an iron stake;
thence South 31°32'32" East 35.25' to an iron stake;
which is the point of beginning,
having an area of approximately 0.01 acres.

Conservation Easement Area 6

BEING ALL of Conservation Easement Area 6 of the Big Buffalo site over a portion of the land of Neal C. Tuttle & Mary Belle Tuttle (Parcel ID: 133) lying and being situated in Albright Township, Chatham 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. 137 and being located North 74°48'56" West 2591.25 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 137), North 34°05'34" West 33.86' to an iron stake;

thence North 59°00'45" West 50.88' to an iron stake;
 thence North 35°28'13" West 283.50' to an iron stake;
 thence South 77°16'12" East 69.99' to an iron stake;
 thence North 13°39'42" East 126.66' to an iron stake;
 thence South 79°01'25" East 22.68' to an iron stake;
 thence South 31°29'56" East 332.62' to an iron stake;
 thence South 00°34'39" East 75.02' to an iron stake;
 thence South 00°34'39" East 30.00' to a non-monumented corner;
 thence North 89°51'39" West 68.20' to an iron stake;
 which is the point of beginning,
 having an area of approximately 1.16 acres.

Conservation Easement Area 11

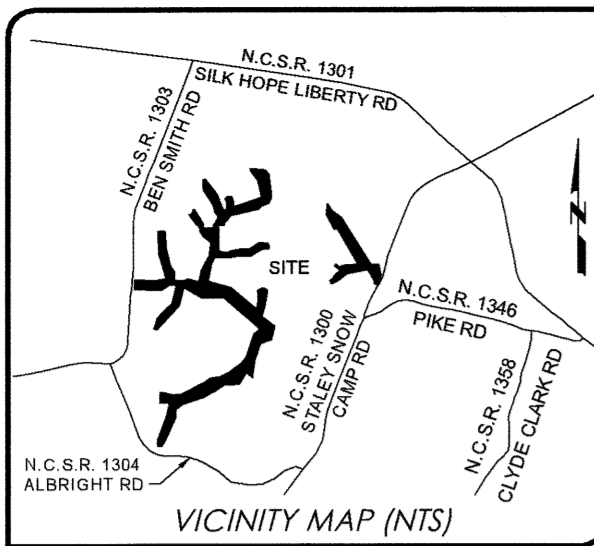
BEING ALL of Conservation Easement Area 11 of the Big Buffalo site over a portion of the land of Mary Belle Tuttle (Parcel ID: 80303) lying and being situated in Albright Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 94 and being located South 62°57'07" West 2102.17 feet from an iron stake (Point No. 226) with N.C. Grid Coordinates N= 757,119.8604', E= 1,847,303.3133' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 94), North 03°58'36" East 107.21' to an iron pipe;
 thence North 03°57'52" East 52.50' to a non-monumented corner;
 thence South 52°42'17" East 108.61' to a non-monumented corner;
 thence South 54°18'28" East 148.43' to a non-monumented corner;
 thence South 45°16'32" East 208.57' to a non-monumented corner;
 thence South 48°57'44" East 257.68' to a non-monumented corner;
 thence South 43°46'26" East 174.56' to a non-monumented corner;
 thence South 48°27'48" East 116.39' to a non-monumented corner;
 thence South 58°17'25" East 89.09' to a non-monumented corner;
 thence South 47°05'40" East 65.06' to a non-monumented corner;
 thence South 29°45'20" West 44.81' to a non-monumented corner;
 thence South 06°10'34" West 46.29' to a non-monumented corner;
 thence South 10°17'23" East 49.08' to a non-monumented corner;
 thence South 09°41'20" West 45.83' to a non-monumented corner;
 thence South 31°12'44" West 35.40' to a non-monumented corner;
 thence North 87°25'01" West 136.92' to a non-monumented corner;
 thence South 85°03'39" West 38.18' to a non-monumented corner;
 thence South 24°36'21" West 66.25' to a non-monumented corner;
 thence South 10°37'03" West 100.72' to a non-monumented corner;
 thence South 26°10'22" West 52.82' to a non-monumented corner;
 thence South 19°39'47" West 117.44' to a non-monumented corner;
 thence South 20°14'28" West 178.48' to a non-monumented corner;
 thence South 18°33'58" West 95.17' to a non-monumented corner;
 thence South 28°30'24" East 47.59' to a non-monumented corner;
 thence South 13°27'31" West 16.18' to a non-monumented corner;
 thence South 01°59'13" East 55.05' to a non-monumented corner;
 thence South 35°52'46" East 53.14' to a non-monumented corner;
 thence South 45°25'35" East 71.16' to a non-monumented corner;

thence South 06°35'05" West 27.85' to an iron pipe;
 thence South 00°28'38" West 108.91' to an iron stake;
 thence North 48°18'07" West 158.19' to an iron stake;
 thence North 87°58'31" West 49.94' to an iron stake;
 thence South 31°31'17" West 272.76' to an iron stake;
 thence South 84°26'27" West 227.62' to an iron stake;
 thence South 84°26'27" West 53.06' to an iron stake;
 thence South 84°26'27" West 69.11' to an iron stake;
 thence South 56°31'02" West 243.16' to an iron stake;
 thence South 56°31'02" West 44.22' to an iron stake;
 thence South 61°15'25" West 232.59' to an iron stake;
 thence South 72°52'34" West 492.08' to an iron stake;
 thence South 48°25'55" West 186.91' to an iron stake;
 thence South 05°55'53" West 201.60' to an iron stake;
 thence South 23°50'31" West 507.84' to an iron stake;
 thence South 32°23'02" West 174.15' to an iron stake;
 thence South 71°29'02" West 48.52' to an iron stake;
 thence North 68°22'52" West 44.79' to an iron stake;
 thence North 14°29'05" West 53.79' to an iron stake;
 thence North 09°24'25" East 112.56' to an iron stake;
 thence North 20°45'54" East 578.55' to an iron stake;
 thence North 12°23'41" East 236.92' to an iron stake;
 thence North 51°07'51" West 30.33' to an iron stake;
 thence South 89°55'07" West 51.98' to an iron stake;
 thence North 50°38'18" East 286.47' to an iron stake;
 thence North 83°12'16" East 131.80' to an iron stake;
 thence North 62°47'03" East 588.71' to an iron stake;
 thence North 47°07'06" East 117.14' to an iron stake;
 thence North 81°34'44" East 133.79' to an iron stake;
 thence North 89°54'31" East 48.92' to an iron stake;
 thence North 89°47'16" East 30.13' to an iron stake;
 thence North 64°10'30" East 261.48' to an iron stake;
 thence North 52°07'45" East 331.44' to an iron stake;
 thence North 39°08'07" East 194.18' to an iron stake;
 thence North 18°25'30" East 540.66' to an iron stake;
 thence North 54°35'17" East 138.42' to an iron stake;
 thence North 02°02'09" East 46.24' to an iron stake;
 thence North 49°34'50" West 937.82' to an iron stake;
 which is the point of beginning,
 having an area of approximately 21.01 acres.

ALL OF THE FOREGOING CONSERVATION EASEMENT AREAS (which also include all areas identified as "Internal Crossings") as shown on plat of survey titled "Conservation Easement for the State of North Carolina Division of Mitigation Services, over a portion of the lands of Keith A. Tuttle Farms, Inc., Current Owner per D.B. 566, Pg. 250, D.B. 1434, Pg. 563 and DB 675, Pg. 93 (Parcel ID(s): 60059, 112, 256) and Neal C. Tuttle, Current Owner per D.B. 909, Pg. 170 (Parcel ID: 133) and Neal C. Tuttle, Current Owner per Guilford County 21-E-2653; see also D.B. 1010, Pg. 682 (Parcel ID: 80303) and Lyn Smith Richardson, Current Owner per D.B. 1659, Pg. 472 (Parcel ID: 72982, DMS Project ID 100639, SPO File No. 19-LA-108, 19-LA-109, & 19-LA-110, Big Buffalo", dated December 6, 2023, John A. Rudolph, PLS Number L-4194, K2 Design Group, and recorded in Plat Cabinet 2023, Slides 360-364, Chatham Register of Deeds.



DEED REFERENCE(S): BEING A PORTION OF PROPERTY RECORDED IN D.B. 1659, PG. 472, D.B. 909, PG. 170, D.B. 566, PG. 250, D.B. 1434, PG. 563, D.B. 1010, PG. 682 & D.B. 675, PG. 93 OF THE CHATHAM COUNTY REGISTER OF DEEDS.

OWNER'S CERTIFICATION OF PLAT BEING EXEMPT FROM SUBDIVISION REGULATIONS (PARCEL ID(S): 112, 256, 60059):

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that said property is exempt from the subdivision regulations of Chatham County by definition.

12-07-2023 Keith A. Tuttle owner/president
Date Keith A. Tuttle Farms, INC Representative

OWNER'S CERTIFICATION OF PLAT BEING EXEMPT FROM SUBDIVISION REGULATIONS (PARCEL ID(S): 133):

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that said property is exempt from the subdivision regulations of Chatham County by definition.

12-07-2023 Neal C. Tuttle by Keith A. Tuttle POA
Date Neal C. Tuttle

CERTIFICATION OF PLAT BEING EXEMPT FROM SUBDIVISION REGULATIONS

I (We) hereby certify that the property shown and described hereon is exempt from the subdivision regulations of Chatham County by definition.

12-8-2023 Planning Director or Authorized Representative

STATE OF NORTH CAROLINA COUNTY OF CHATHAM

Filed for registration at M. 2023 in the Register of Deeds

Office. Recorded in P.B. SL.

Register of Deeds By

STATE OF NORTH CAROLINA COUNTY OF CHATHAM

I, Angela S. McElwan, Review Officer of Chatham County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

12-7-23 Amy Gilbert
Date Review Officer

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.

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... Page REES, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book... page... 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 6th day of December, A.D., 2023.

JOHN A. RUDOLPH Professional Land Surveyor License Number L-4194

DRAWN BY: R.P.E. DATE: 12/06/23 DWG. NO.: RSS614MR23 SURVEYED BY: J.A.R. k2 design group 774 S. Beston Road La Grange, NC 28551 252.582.3097 www.k2designgroup.com



Table with columns CORNER # and DESCRIPTION. Lists various corner markers and their descriptions, such as '0.75" O.D. IRON PIPE 0.2' ABOVE GRADE, WITNESSED BY 9" X 2" STONE'.

Table with columns CORNER, NORTHING, and EASTING. Lists localized project coordinates for conservation easements along the corners.

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Table with columns CORNER, NORTHING, and EASTING. Lists localized project coordinates for conservation easements along the corners.

Table with columns CONSERVATION EASEMENT AREA, ACRES, and TOTAL. Lists details for various conservation easement areas and their total acreage.

- LEGEND: ISS - IRON STAKE SET, ECM - EXISTING CONCRETE MARKER, EIP - EXISTING IRON PIPE, etc.

- CONSERVATION EASEMENT LINE, --- TIE DOWN LINE, --- RIGHT OF WAY LINE OR ADJOINER LINE, --- EASEMENT LINE

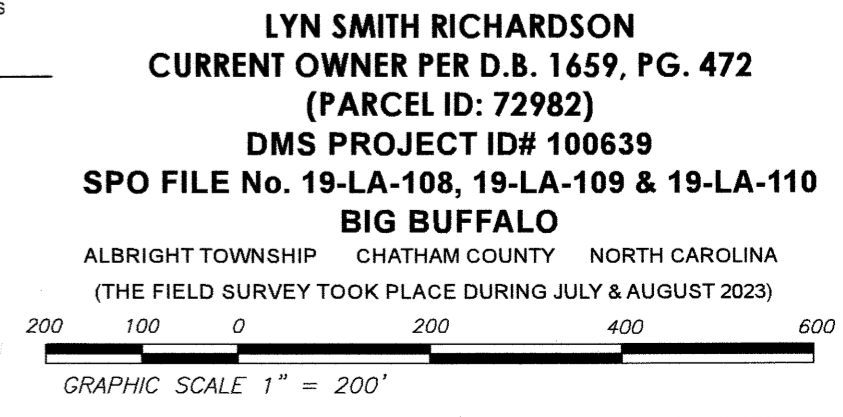
- PROPOSED ACCESS EASEMENT, EXISTING ACCESS EASEMENTS, INTERNAL CROSSING

FEMA FLOOD STATEMENT: A PORTION OF THE AREA REPRESENTED BY THIS PLAT IS LOCATED IN A FLOOD HAZARD BOUNDARY ACCORDING TO FEMA MAP NUMBER(S) 3710874400K, ZONE(S) AE, X, DATED: NOVEMBER 17, 2017.

GENERAL NOTES: NOTE: NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF TITLE SEARCH WERE FURNISHED TO THE SURVEYOR...

Table with columns DATUM DESCRIPTION, ISS, GEOD, GNSS, and PID/DESIGNATION. Contains technical details for the datum and survey methods.

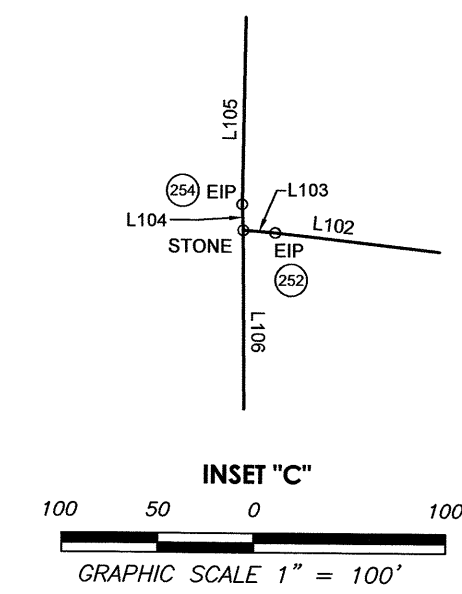
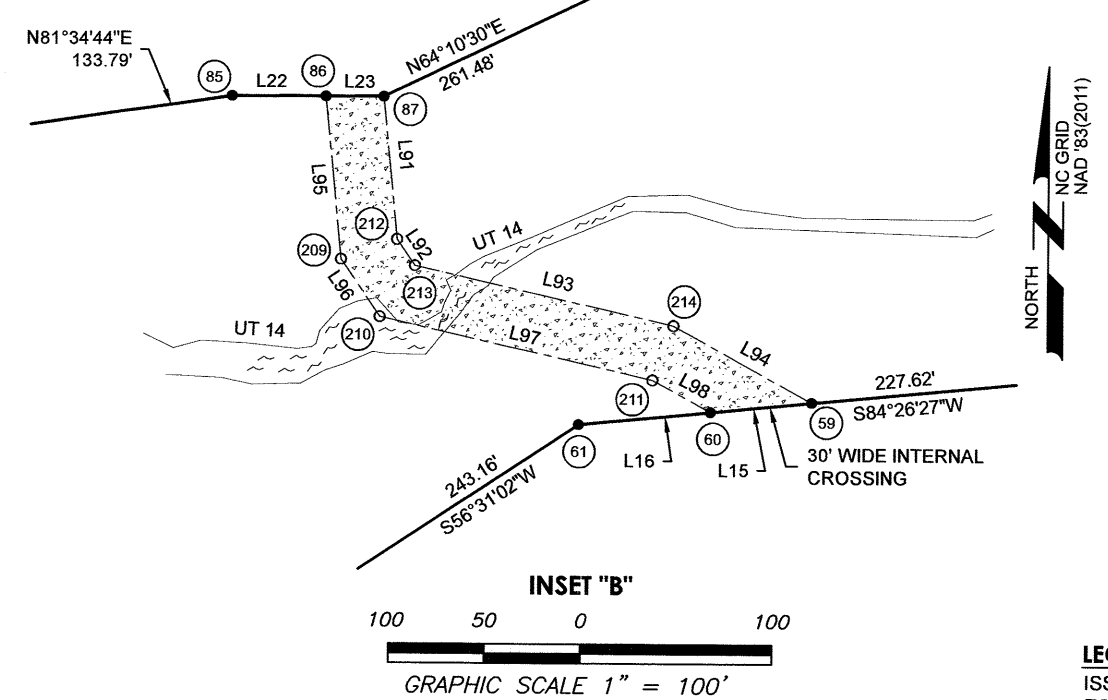
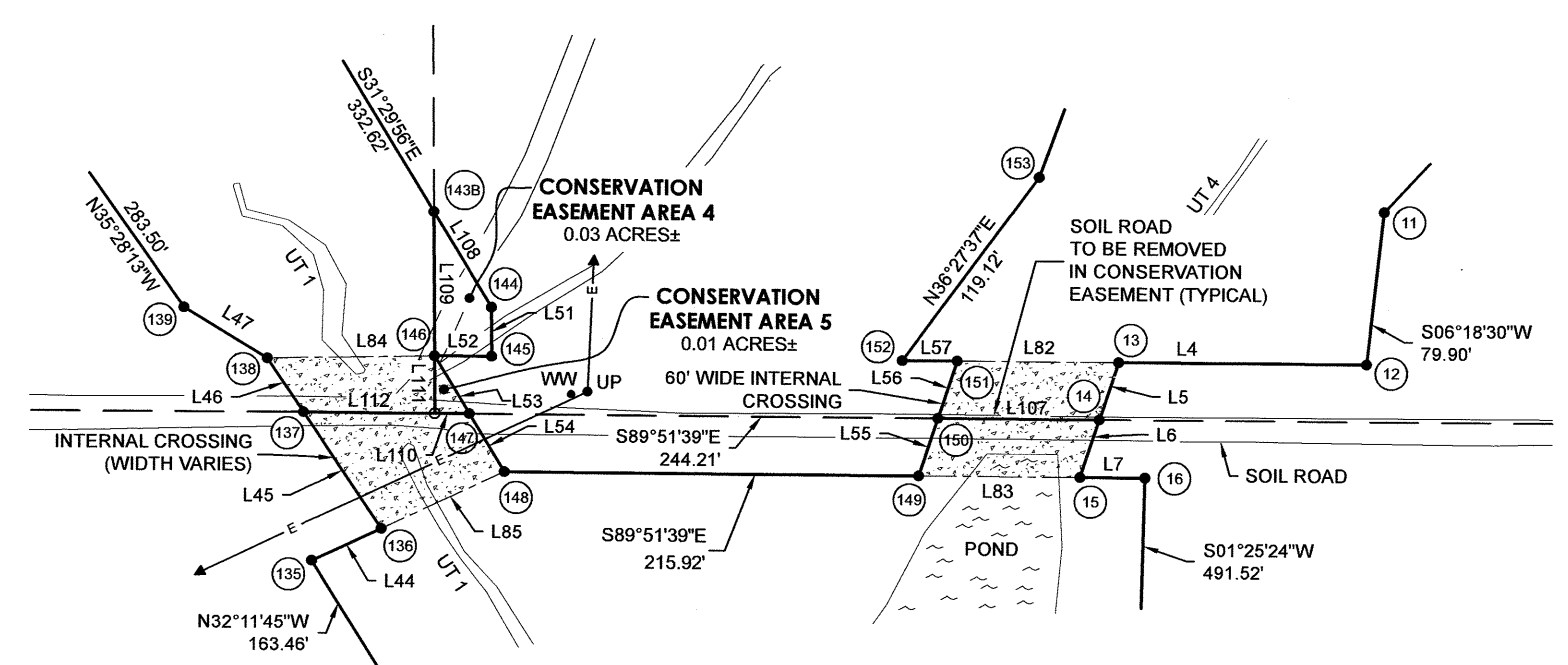
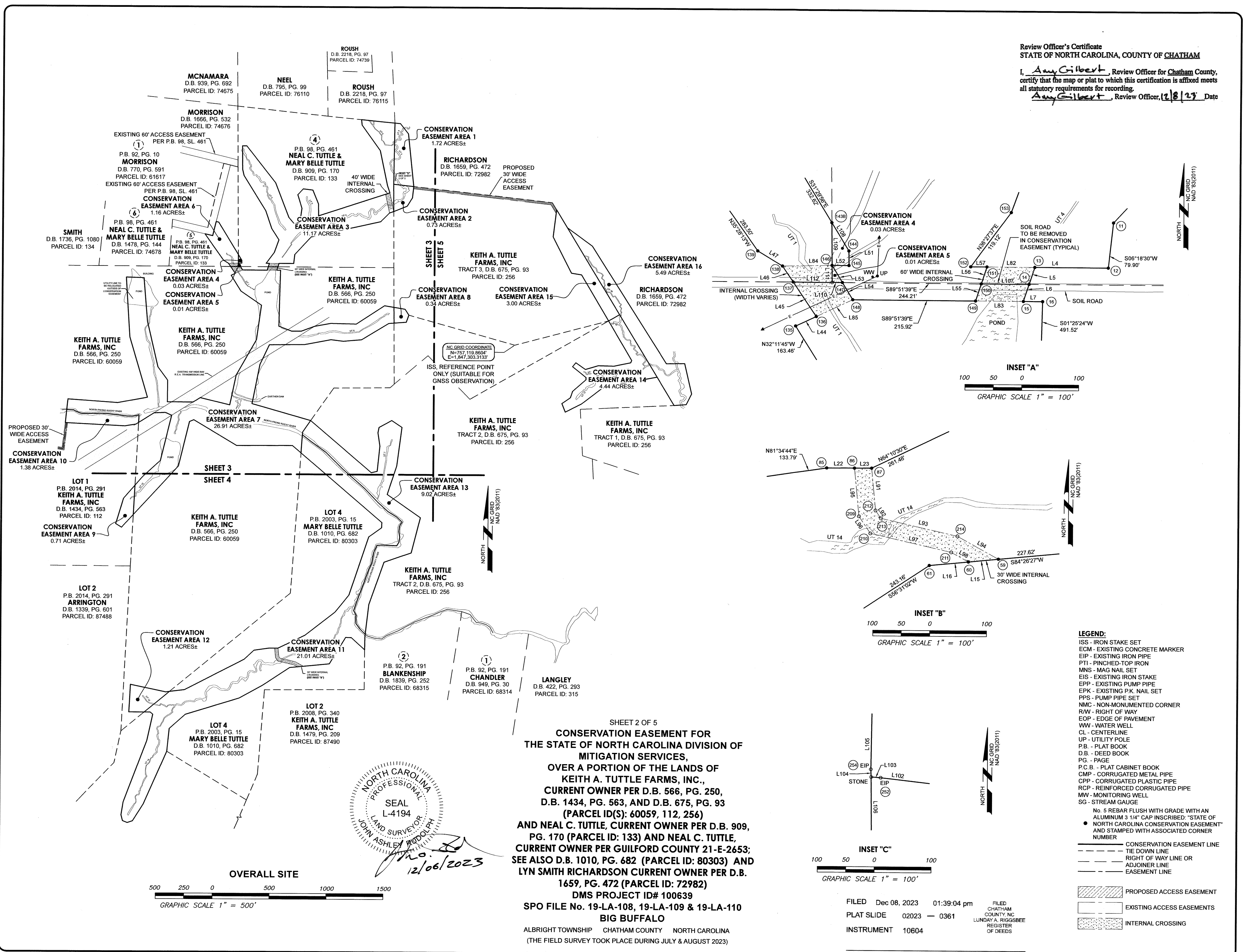
SHEET 1 OF 5 CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, OVER A PORTION OF THE LANDS OF KEITH A. TUTTLE FARMS, INC., CURRENT OWNER PER D.B. 566, PG. 250, D.B. 1434, PG. 563, AND D.B. 675, PG. 93 (PARCEL ID(S): 60059, 112, 256) AND NEAL C. TUTTLE, CURRENT OWNER PER D.B. 909, PG. 170 (PARCEL ID: 133) AND NEAL C. TUTTLE, CURRENT OWNER PER GUILFORD COUNTY 21-E-2653; SEE ALSO D.B. 1010, PG. 682 (PARCEL ID: 80303) AND LYN SMITH RICHARDSON CURRENT OWNER PER D.B. 1659, PG. 472 (PARCEL ID: 72982) DMS PROJECT ID# 100639 SPO FILE No. 19-LA-108, 19-LA-109 & 19-LA-110 BIG BUFFALO



RESTORATION SYSTEMS, LLC 1101 HAYNES STREET SUITE 211 RALEIGH, NC 27604

2023-360

I, Amy Gilbert, Review Officer for Chatham County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
Amy Gilbert, Review Officer, 12/8/23 Date



NORTH CAROLINA
PROFESSIONAL
SEAL
L-4194
LAND SURVEYOR
JOHN ASHLEY
12/06/2023

SHEET 2 OF 5
**CONSERVATION EASEMENT FOR
THE STATE OF NORTH CAROLINA DIVISION OF
MITIGATION SERVICES,
OVER A PORTION OF THE LANDS OF
KEITH A. TUTTLE FARMS, INC.,
CURRENT OWNER PER D.B. 566, PG. 250,
D.B. 1434, PG. 563, AND D.B. 675, PG. 93
(PARCEL ID(S): 60059, 112, 256)
AND NEAL C. TUTTLE, CURRENT OWNER PER D.B. 909,
PG. 170 (PARCEL ID: 133) AND NEAL C. TUTTLE,
CURRENT OWNER PER GUILFORD COUNTY 21-E-2653;
SEE ALSO D.B. 1010, PG. 682 (PARCEL ID: 80303) AND
LYN SMITH RICHARDSON CURRENT OWNER PER D.B.
1659, PG. 472 (PARCEL ID: 72982)
DMS PROJECT ID# 100639
SPO FILE No. 19-LA-108, 19-LA-109 & 19-LA-110
BIG BUFFALO**
ALBRIGHT TOWNSHIP CHATHAM COUNTY NORTH CAROLINA
(THE FIELD SURVEY TOOK PLACE DURING JULY & AUGUST 2023)

- LEGEND:**
- ISS - IRON STAKE SET
 - ECM - EXISTING CONCRETE MARKER
 - EIP - EXISTING IRON PIPE
 - PTI - PINCHED-TOP IRON
 - MNS - MAG NAIL SET
 - EIS - EXISTING IRON STAKE
 - EPP - EXISTING PUMP PIPE
 - EPK - EXISTING P.K. NAIL SET
 - PPS - PUMP PIPE SET
 - NMC - NON-MONUMENTED CORNER
 - R/W - RIGHT OF WAY
 - EOP - EDGE OF PAVEMENT
 - WW - WATER WELL
 - CL - CENTERLINE
 - UP - UTILITY POLE
 - P.B. - PLAT BOOK
 - D.B. - DEED BOOK
 - PG. - PAGE
 - P.C.B. - PLAT CABINET BOOK
 - CMP - CORRUGATED METAL PIPE
 - CPP - CORRUGATED PLASTIC PIPE
 - RCP - REINFORCED CORRUGATED PIPE
 - MW - MONITORING WELL
 - SG - STREAM GAUGE
- No. 5 REBAR 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
- [Hatched Box] PROPOSED ACCESS EASEMENT
 - [Dashed Box] EXISTING ACCESS EASEMENTS
 - [Stippled Box] INTERNAL CROSSING

2023-361

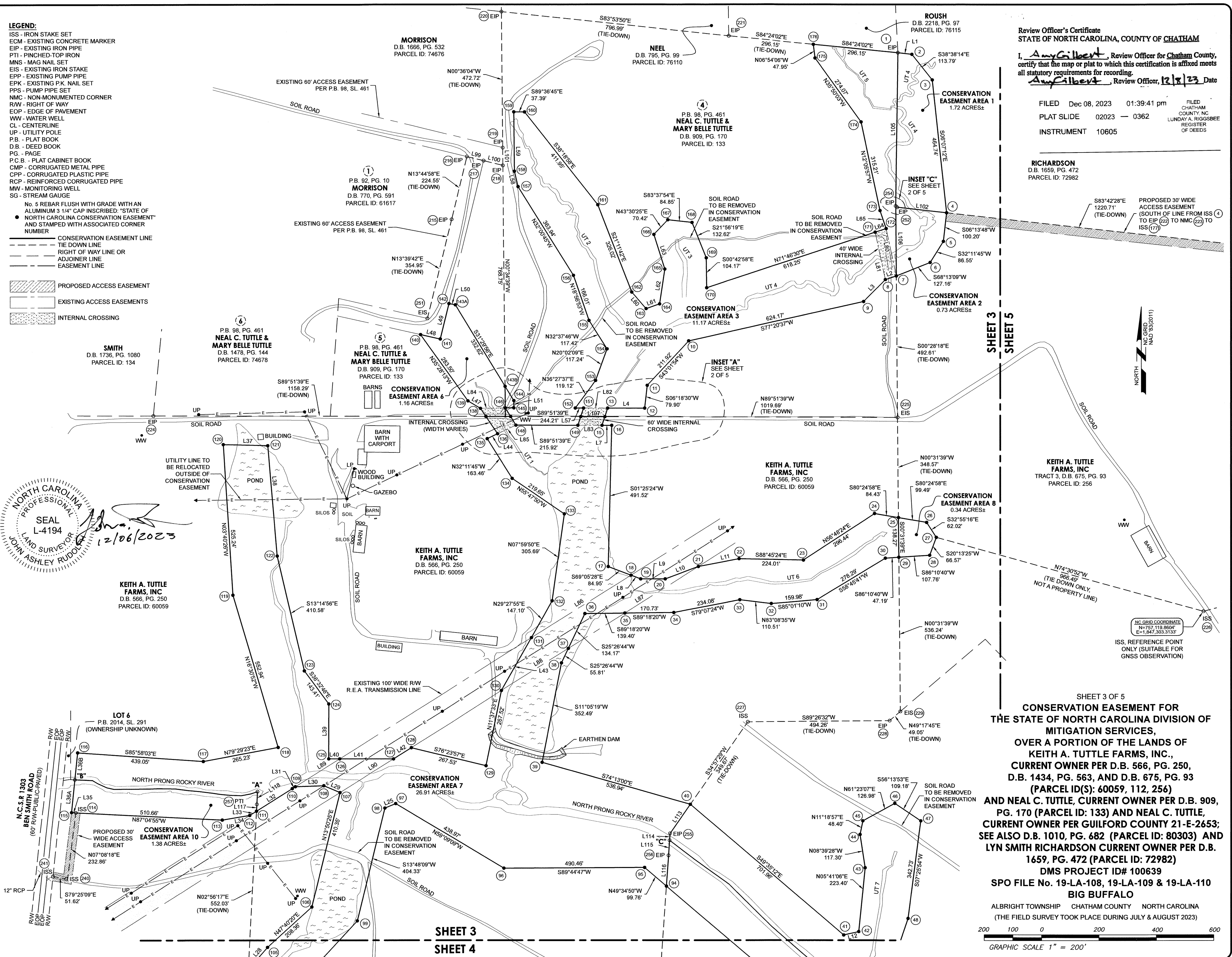
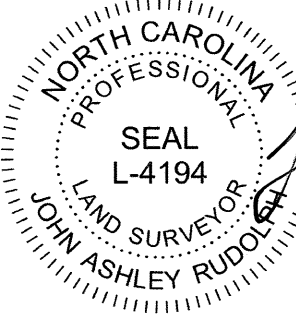
LEGEND:

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- PTI - PINCHED-TOP IRON
- MNS - MAG NAIL SET
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- EPK - EXISTING P.K. NAIL SET
- PPS - PUMP PIPE SET
- NMC - NON-MONUMENTED CORNER
- RAW - RIGHT OF WAY
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No. 5 REBAR 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

- [Hatched Box] PROPOSED ACCESS EASEMENT
- [Dotted Box] EXISTING ACCESS EASEMENTS
- [Cross-hatched Box] INTERNAL CROSSING



Review Officer's Certificate
STATE OF NORTH CAROLINA, COUNTY OF CHATHAM
I, Amy Gilbert, Review Officer for Chatham County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
Amy Gilbert, Review Officer, 12/13/23 Date

FILED Dec 08, 2023 01:39:41 pm FILED CHATHAM COUNTY, NC LUNDAY A. RIGGSBEE REGISTER OF DEEDS
PLAT SLIDE 02023 - 0362
INSTRUMENT 10605

RICHARDSON
D.B. 1659, PG. 472
PARCEL ID: 72982

KEITH A. TUTTLE FARMS, INC
TRACT 3, D.B. 675, PG. 93
PARCEL ID: 256

KEITH A. TUTTLE FARMS, INC
D.B. 566, PG. 250
PARCEL ID: 60059

NEAL C. TUTTLE & MARY BELLE TUTTLE
D.B. 909, PG. 170
PARCEL ID: 133

NEAL C. TUTTLE & MARY BELLE TUTTLE
D.B. 909, PG. 170
PARCEL ID: 133

ROUSH
D.B. 2218, PG. 97
PARCEL ID: 76115

SMITH
D.B. 1736, PG. 1080
PARCEL ID: 134

NEAL C. TUTTLE & MARY BELLE TUTTLE
D.B. 1478, PG. 144
PARCEL ID: 74678

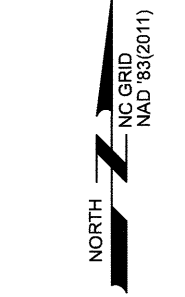
MORRISON
D.B. 770, PG. 591
PARCEL ID: 61617

MORRISON
D.B. 1666, PG. 532
PARCEL ID: 74676

NEEL
D.B. 795, PG. 99
PARCEL ID: 76110

KEITH A. TUTTLE FARMS, INC
D.B. 566, PG. 250
PARCEL ID: 60059

SHEET 3
SHEET 5



NC GRID COORDINATE
N=757,119.8664'
E=1,847,383.3153'
ISS, REFERENCE POINT ONLY (SUITABLE FOR GNSS OBSERVATION)

SHEET 3 OF 5
CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, OVER A PORTION OF THE LANDS OF KEITH A. TUTTLE FARMS, INC., CURRENT OWNER PER D.B. 566, PG. 250, D.B. 1434, PG. 563, AND D.B. 675, PG. 93 (PARCEL ID(S): 60059, 112, 256) AND NEAL C. TUTTLE, CURRENT OWNER PER D.B. 909, PG. 170 (PARCEL ID: 133) AND NEAL C. TUTTLE, CURRENT OWNER PER GUILFORD COUNTY 21-E-2653; SEE ALSO D.B. 1010, PG. 682 (PARCEL ID: 80303) AND LYN SMITH RICHARDSON CURRENT OWNER PER D.B. 1659, PG. 472 (PARCEL ID: 72982) DMS PROJECT ID# 100639 SPO FILE No. 19-LA-108, 19-LA-109 & 19-LA-110 BIG BUFFALO

ALBRIGHT TOWNSHIP CHATHAM COUNTY NORTH CAROLINA
(THE FIELD SURVEY TOOK PLACE DURING JULY & AUGUST 2023)
200 100 0 200 400 600
GRAPHIC SCALE 1" = 200'

SHEET 3
SHEET 4

2023-362

SHEET 3
SHEET 4

SHEET 3
SHEET 5

LOT 1
P.B. 2014, PG. 291
KEITH A. TUTTLE
FARMS, INC
D.B. 1434, PG. 563
PARCEL ID: 112

KEITH A. TUTTLE
FARMS, INC
D.B. 566, PG. 250
PARCEL ID: 60059

LOT 4
P.B. 2003, PG. 15
MARY BELLE TUTTLE
D.B. 1010, PG. 682
PARCEL ID: 80303

CONSERVATION
EASEMENT AREA 13
9.02 ACRES±

LOT 2
P.B. 2014, PG. 291
ARRINGTON
D.B. 1339, PG. 601
PARCEL ID: 87488

KEITH A. TUTTLE
FARMS, INC
TRACT 2, D.B. 675, PG. 93
PARCEL ID: 256

LOT 2
P.B. 92, PG. 191
BLANKENSHIP
D.B. 1839, PG. 252
PARCEL ID: 68315

CONSERVATION
EASEMENT AREA 12
1.21 ACRES±

CONSERVATION
EASEMENT AREA 11
21.01 ACRES±

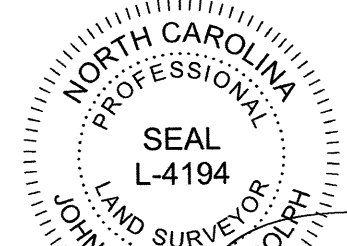
LOT 2
P.B. 2008, PG. 340
KEITH A. TUTTLE
FARMS, INC
D.B. 1479, PG. 209
PARCEL ID: 87490

LOT 4
P.B. 2003, PG. 15
MARY BELLE TUTTLE
D.B. 1010, PG. 682
PARCEL ID: 80303

- LEGEND:**
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 - INTERNAL CROSSING

Review Officer's Certificate
STATE OF NORTH CAROLINA, COUNTY OF CHATHAM

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Amy Gilbert, Review Officer, 12/8/23 Date



John Ashley Rudolph
12/06/2023

FILED Dec 08, 2023 01:39:57 pm FILED
PLAT SLIDE 02023 - 0363 CHATHAM COUNTY, NC
INSTRUMENT 10606 LUNDY A. RIGGSBEE REGISTER OF DEEDS

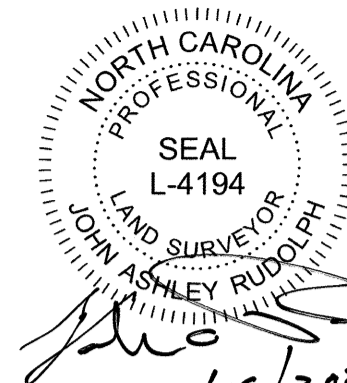
SHEET 4 OF 5
CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, OVER A PORTION OF THE LANDS OF KEITH A. TUTTLE FARMS, INC., CURRENT OWNER PER D.B. 566, PG. 250, D.B. 1434, PG. 563, AND D.B. 675, PG. 93 (PARCEL ID(S): 60059, 112, 256) AND NEAL C. TUTTLE, CURRENT OWNER PER D.B. 909, PG. 170 (PARCEL ID: 133) AND NEAL C. TUTTLE, CURRENT OWNER PER GUILFORD COUNTY 21-E-2653; SEE ALSO D.B. 1010, PG. 682 (PARCEL ID: 80303) AND LYN SMITH RICHARDSON CURRENT OWNER PER D.B. 1659, PG. 472 (PARCEL ID: 72982) DMS PROJECT ID# 100639 SPO FILE No. 19-LA-108, 19-LA-109 & 19-LA-110 BIG BUFFALO
ALBRIGHT TOWNSHIP CHATHAM COUNTY NORTH CAROLINA
(THE FIELD SURVEY TOOK PLACE DURING JULY & AUGUST 2023)



2023-363

Review Officer's Certificate
STATE OF NORTH CAROLINA, COUNTY OF CHATHAM

I, Amy Gilbert, Review Officer for Chatham County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
Amy Gilbert, Review Officer, 12/9/23, Date



RICHARDSON
D.B. 1659, PG. 472
PARCEL ID: 72982

KEITH A. TUTTLE
FARMS, INC.
TRACT 2, D.B. 675, PG. 93
PARCEL ID: 256

RICHARDSON
D.B. 1659, PG. 472
PARCEL ID: 72982

KEITH A. TUTTLE
FARMS, INC.
TRACT 2, D.B. 675, PG. 93
PARCEL ID: 256

KEITH A. TUTTLE
FARMS, INC.
TRACT 2, D.B. 675, PG. 93
PARCEL ID: 256

KEITH A. TUTTLE
FARMS, INC.
TRACT 1, D.B. 675, PG. 93
PARCEL ID: 256

KEITH A. TUTTLE
FARMS, INC.
TRACT 2, D.B. 675, PG. 93
PARCEL ID: 256

LINE	BEARING	DISTANCE
L1	S83°32'53"E	49.11'
L2	S71°30'13"W	40.25'
L3	S44°49'48"W	108.21'
L4	N89°51'39"W	129.08'
L5	N18°10'28"E	31.55'
L6	S18°10'28"W	31.55'
L7	S89°51'39"E	33.81'
L8	S89°05'28"E	38.13'
L9	N89°46'46"E	85.42'
L10	N69°33'57"E	123.32'
L11	N79°16'37"E	144.30'
L12	N77°09'48"E	53.56'
L13	S00°28'38"W	108.91'
L14	N87°58'31"W	49.94'
L15	S84°26'27"W	53.06'
L16	S84°26'27"W	69.11'
L17	S59°31'02"W	44.22'
L18	N61°07'51"W	30.33'
L19	S89°56'07"W	51.98'
L20	S89°56'07"W	134.72'
L21	N83°12'18"E	33.33'
L22	N89°54'31"E	48.92'
L23	N89°47'16"E	30.13'
L24	N02°02'09"E	46.24'
L25	S67°20'34"W	40.66'
L26	S42°23'07"W	152.66'
L27	N58°38'35"W	60.00'
L28	N41°01'37"E	102.14'
L29	N67°00'04"W	61.17'
L30	S88°02'48"W	99.39'
L31	S57°56'22"W	12.62'
L32	S57°51'22"W	27.80'
L33	S57°51'22"W	27.80'
L34	S80°38'15"W	96.99'
L35	N87°04'55"W	15.04'
L36A	N05°50'37"E	114.61'
L36B	N05°50'37"E	94.41'
L37	S88°33'08"E	155.02'
L38	S04°53'37"E	385.70'
L39	S00°09'05"W	191.07'
L40	S89°52'43"E	38.20'
L41	S89°52'43"E	187.75'
L42	N57°56'22"E	73.28'
L43	N29°40'43"E	211.52'
L44	N64°50'27"E	39.91'
L45	N34°05'34"W	72.81'
L46	N34°05'34"W	33.96'
L47	N59°00'45"W	50.88'
L48	N77°16'12"W	69.99'
L49	N13°39'42"E	126.66'
L50	S79°01'25"E	22.68'
L51	S00°29'02"E	25.54'
L52	N89°51'39"W	29.82'
L53	S31°32'32"E	35.25'
L54	S31°32'32"E	35.25'
L55	N18°10'28"E	31.55'
L56	N18°10'28"E	31.55'
L57	N89°51'39"W	28.75'
L58	N13°24'31"W	55.18'
L59	N00°32'24"W	206.65'
L60	S41°05'32"E	76.43'
L61	N70°37'22"E	49.80'
L62	N08°29'09"E	122.84'
L63	N17°26'28"W	126.22'
L64	N71°49'19"E	40.22'
L65	N18°40'33"W	68.29'
L66	S26°36'44"W	106.32'
L67	NOT USED	
L68	NOT USED	
L69	NOT USED	
L70	NOT USED	

LINE	BEARING	DISTANCE
L71	NOT USED	
L72	NOT USED	
L73	NOT USED	
L74	NOT USED	
L75	NOT USED	
L76	NOT USED	
L77	NOT USED	
L78	NOT USED	
L79	NOT USED	
L80	S12°07'25"E	168.43'
L81	N12°07'25"W	168.65'
L82	N89°51'39"W	28.39'
L83	N89°51'39"W	84.13'
L84	N88°49'06"E	86.90'
L85	S64°50'27"W	70.67'
L86	S57°59'13"W	409.51'
L87	S57°59'13"W	303.52'
L88	S58°03'32"W	230.16'
L89	S57°56'22"W	182.54'
L90	S57°56'22"W	220.42'
L91	N05°34'35"W	74.52'
L92	N34°19'39"W	15.55'
L93	N77°12'07"W	138.48'
L94	N61°07'32"W	82.53'
L95	N05°34'35"W	85.03'
L96	N34°19'39"W	36.02'
L97	N77°12'07"W	146.63'
L98	N61°07'32"W	34.54'
L99	S76°18'55"E	59.79'
L100	S76°10'34"E	69.29'
L101	N00°22'14"W	61.91'
L102	S83°42'28"E	173.09'
L103	N85°37'25"W	5.00'
L104	N02°42'19"W	4.08'
L105	S00°50'30"W	533.12'
L106	S00°28'18"E	239.39'
L107	S89°51'39"E	84.13'
L108	S31°29'56"E	58.11'
L109	N00°34'39"W	75.02'
L110	S89°51'39"E	18.14'
L111	N00°34'39"W	30.00'
L112	S89°51'39"E	68.20'
L113	S34°57'29"W	123.44'
L114	S03°57'52"W	24.31'
L115	S03°57'52"W	52.50'
L116	S03°58'36"W	107.21'
L117	N02°56'17"E	23.73'
L118	N02°56'17"E	44.36'

LINE	BEARING	DISTANCE
L119	S71°29'09"W	24.09'
L120	S79°24'19"W	34.26'
L121	N88°09'51"W	37.61'
L122	N84°24'02"W	31.24'
L123	N80°57'36"W	21.59'
L124	N82°44'12"W	49.82'
L125	N84°56'11"W	38.43'
L126	N82°27'54"W	46.18'
L127	N89°32'10"W	59.84'
L128	S88°40'41"W	31.50'
L129	S89°35'37"W	68.32'
L130	S89°44'39"W	54.26'
L131	N77°35'33"W	24.80'
L132	N66°09'41"W	34.17'
L133	N59°33'57"W	22.48'
L134	N87°22'03"W	61.19'

LINE	BEARING	DISTANCE
L135	N60°13'37"E	110.94'

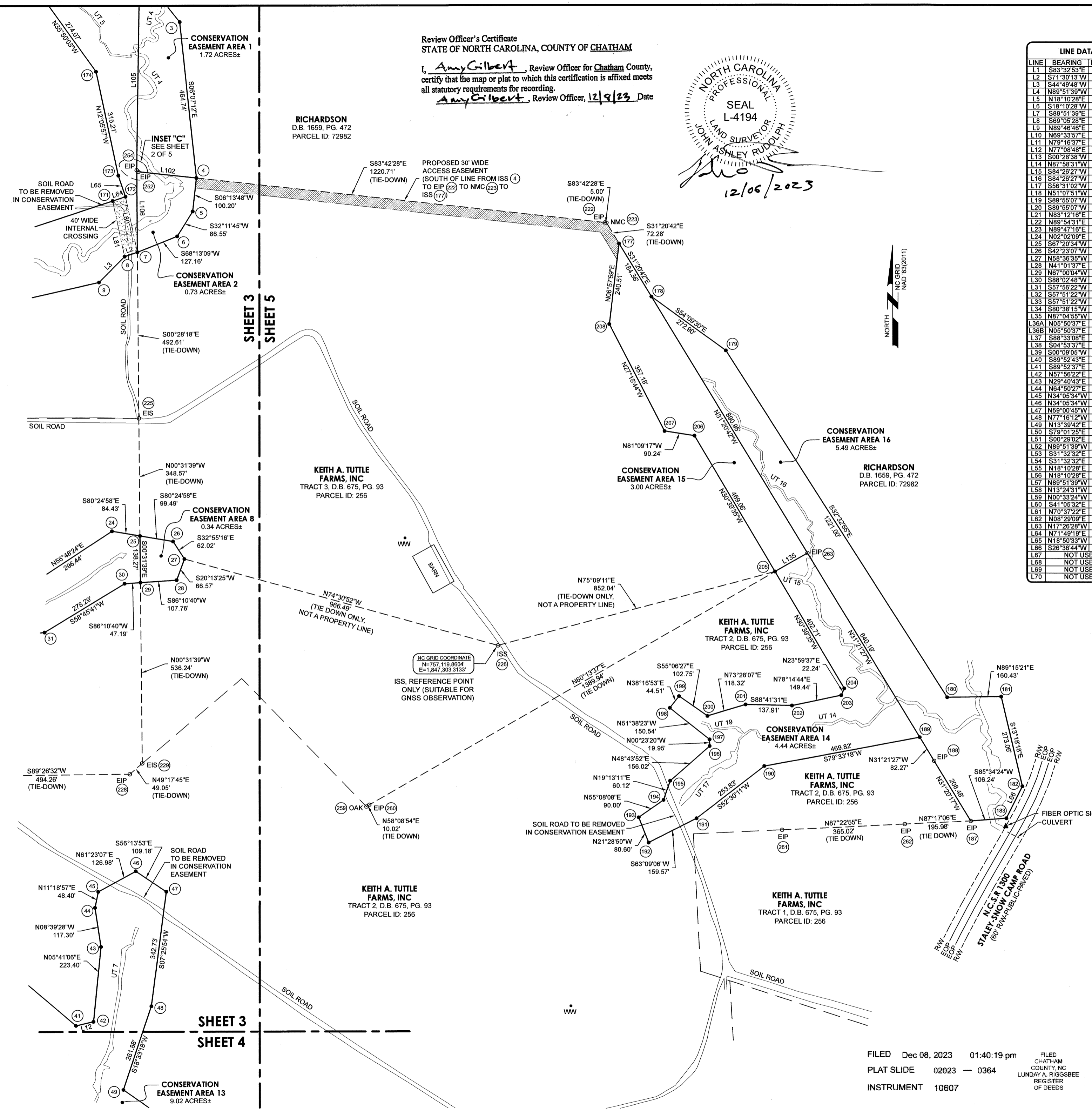
LINE	BEARING	DISTANCE
L136	N45°25'35"W	71.16'
L137	N35°52'46"W	53.14'
L138	N01°59'13"W	55.05'
L139	N13°27'31"E	16.18'
L140	N28°30'24"W	47.59'
L141	N18°33'58"E	95.17'
L142	N20°14'28"E	178.48'
L143	N19°38'47"E	117.44'
L144	N26°10'22"E	52.82'
L145	N10°37'03"E	100.72'
L146	N24°36'21"E	66.25'
L147	N85°03'39"E	38.18'
L148	S87°25'01"E	136.92'
L149	N31°12'44"E	35.40'
L150	N09°41'20"E	45.83'
L151	N10°17'23"W	49.08'
L152	N06°10'34"E	48.29'
L153	N29°45'20"E	44.61'
L154	N47°05'40"W	85.06'
L155	N58°17'25"W	89.09'
L156	N48°27'48"W	116.39'
L157	N43°46'26"W	174.56'
L158	N48°57'44"W	257.68'
L159	N45°16'32"W	205.57'
L160	N54°18'28"W	148.43'
L161	N52°42'17"W	108.61'

LEGEND:
ISS - IRON STAKE SET
ECM - EXISTING CONCRETE MARKER
EIP - EXISTING IRON PIPE
PTI - PINCHED-TOP IRON
MNS - MAG NAIL SET
EIS - EXISTING IRON STAKE
EPP - EXISTING PUMP PIPE
EPK - EXISTING P.K. NAIL SET
PPS - PUMP PIPE SET
NMC - NON-MONUMENTED CORNER
R/W - RIGHT OF WAY
EOP - EDGE OF PAVEMENT
WW - WATER WELL
CL - CENTERLINE
UP - UTILITY POLE
P.B. - PLAT BOOK
D.B. - DEED BOOK
P.G. - PAGE
P.C.B. - PLAT CABINET BOOK
CMP - CORRUGATED METAL PIPE
CPP - CORRUGATED PLASTIC PIPE
RCP - REINFORCED CORRUGATED PIPE
MW - MONITORING WELL
SG - STREAM GAUGE

No. 5 REBAR 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

▨ PROPOSED ACCESS EASEMENT
▨ EXISTING ACCESS EASEMENTS
▨ INTERNAL CROSSING



SHEET 5 OF 5

CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, OVER A PORTION OF THE LANDS OF KEITH A. TUTTLE FARMS, INC., CURRENT OWNER PER D.B. 566, PG. 250, D.B. 1434, PG. 563, AND D.B. 675, PG. 93 (PARCEL ID(S): 60059, 112, 256) AND NEAL C. TUTTLE, CURRENT OWNER PER D.B. 909, PG. 170 (PARCEL ID: 133) AND NEAL C. TUTTLE, CURRENT OWNER PER GUILFORD COUNTY 21-E-2653; SEE ALSO D.B. 1010, PG. 682 (PARCEL ID: 80303) AND LYN SMITH RICHARDSON CURRENT OWNER PER D.B. 1659, PG. 472 (PARCEL ID: 72982)

DMS PROJECT ID# 100639
SPO FILE No. 19-LA-108, 19-LA-109 & 19-LA-110
BIG BUFFALO

ALBRIGHT TOWNSHIP CHATHAM COUNTY NORTH CAROLINA
(THE FIELD SURVEY TOOK PLACE DURING JULY & AUGUST 2023)

FILED Dec 08, 2023 01:40:19 pm FILED CHATHAM COUNTY, NC
PLAT SLIDE 02023 - 0364 LUNDAY A. RIGGSBEE REGISTER OF DEEDS
INSTRUMENT 10607

GRAPHIC SCALE 1" = 200'

2023-364