

Big Bison

Chatham County

Project ID #100640

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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START PAGE	0120
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EXCISE TAX	\$734.00

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

EXCISE TAX: \$734.00

**SPO File Number: 19-LA-118
DMS Project Number: 100640**

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 17 day of December, 2024, by **LuAnne Moore f/k/a LuAnne Moore Johnson, Trustee of the Moore Family Trust U/A dated January 29, 1998 (1/2 Interest); and LuAnne Moore f/k/a LuAnne Moore Johnson, Trustee of the Bertis E. Moore Trust U/A dated January 29, 1998 (1/2 Interest)** (collectively "**Grantor**"), whose mailing address is **491 Elmer Moore Road, Bear Creek, NC 27207** 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 **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **452048014-05**.

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

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

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

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

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

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

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

WHEREAS, Grantor owns in fee simple certain real properties situated, lying, and being in Chatham County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 180.01 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 949, Page 142** of the Chatham County Registry, North Carolina;

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

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

The Conservation Easement Area consists of the following:

Conservation Easement Area A (22.689 acres) and Conservation Easement Area D (1.747 acres) containing a total of 24.436 acres as shown on the plats of survey entitled "Conservation Easement Survey for the North Carolina Division of Mitigation Services, SPO File # 19-LA-118 (Moore), SPO File # 19-LA-119 (Dunlap), DMS Site ID No. 100640, Big Bison", Property of Bertis E. Moore and LuAnne Moore Johnson, Trustees of the Moore Family Trust, dated 5/22/2024, prepared by Ivan R. Lineberry, PLS Number 5473 and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2024, Pages 437 - 441 (the "Plat").

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

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

I. DURATION OF EASEMENT

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

II. ACCESS EASEMENT

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

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

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

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

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

D. Damage to Vegetation. Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation

that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

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

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

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

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

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

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

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

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

M. Subdivision and Conveyance. Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the

Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

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

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

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

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

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

IV. GRANTEE RESERVED USES

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

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

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

D. Fences. Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservations easements damages the investment

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

E. Crossing Area(s). The Grantee is not responsible for maintenance of crossing area(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.

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

LuAnne Moore (SEAL)

LuAnne Moore (f/k/a) LuAnne Moore Johnson
Trustee of the Moore Family Trust U/A dated
January 29, 1998

LuAnne Moore (SEAL)

LuAnne Moore (f/k/a) LuAnne Moore Johnson
Trustee of the Bertis E. Moore Trust U/A dated
January 29, 1998

NORTH CAROLINA
COUNTY OF ~~North Carolina~~
Chatham

I, Robert W. Bugg, a Notary Public in and for the County and State aforesaid, do hereby certify that LuAnne Moore (f/k/a LuAnne Moore Johnson) Trustee of the Moore Family Trust U/A dated January 29, 1998, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

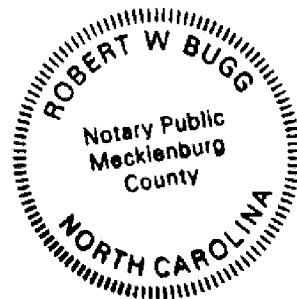
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 17 day of December, 2024.

Robert W. Bugg
Notary Public

(Official Stamp or Seal)

My commission expires:

August 23, 2026



NORTH CAROLINA
COUNTY OF ~~North Carolina~~
Chatham

I, Robert W. Buggs, a Notary Public in and for the County and State aforesaid, do hereby certify that LuAnne Moore (f/k/a LuAnne Moore Johnson) Trustee of the Bertis E. Moore Trust U/A dated January 29, 1998, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 17 day of December, 2024.

Robert W. Buggs
Notary Public

(Official Stamp or Seal)

My commission expires:

August 23, 2026

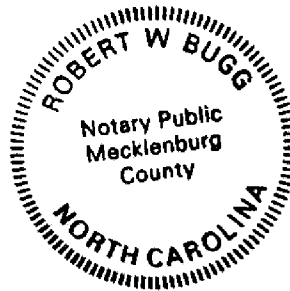


EXHIBIT A

CONSERVATION EASEMENT AREA A

BEGINNING AT A PIN SET ON THE CORNER OF CONSERVATION EASEMENT AREA A, LABELED POINT NUMBER 1; THENCE S 70°36'51" W A DISTANCE OF 114.30' TO A PIN SET; THENCE N 77°52'33" W A DISTANCE OF 192.62' TO A PIN SET; THENCE N 67°06'41" W A DISTANCE OF 152.97' TO A PIN SET; THENCE S 76°10'20" W A DISTANCE OF 94.86' TO A PIN SET; THENCE S 48°41'00" W A DISTANCE OF 146.77' TO A PIN SET; THENCE S 82°47'35" W A DISTANCE OF 484.75' TO A PIN SET; THENCE S 30°25'10" E A DISTANCE OF 325.95' TO A PIN SET; THENCE S 52°13'49" E A DISTANCE OF 223.41' TO A PIN SET; THENCE S 74°12'37" E A DISTANCE OF 264.95' TO A PIN SET; THENCE S 03°43'29" W A DISTANCE OF 110.39' TO A PIN SET; THENCE N 87°26'21" W A DISTANCE OF 205.53' TO A PIN SET; THENCE N 56°06'59" W A DISTANCE OF 293.67' TO A PIN SET; THENCE N 47°48'27" W A DISTANCE OF 163.84' TO A PIN SET; THENCE N 28°18'11" W A DISTANCE OF 373.85' TO A PIN SET; THENCE N 78°45'07" W A DISTANCE OF 133.57' TO A PIN SET; THENCE N 65°32'15" W A DISTANCE OF 296.58' TO A PIN SET; THENCE S 71°54'48" W A DISTANCE OF 424.97' TO A PIN SET; THENCE S 01°32'27" W A DISTANCE OF 173.13' TO A PIN SET; THENCE S 13°40'05" W A DISTANCE OF 437.80' TO A PIN SET; THENCE S 28°50'58" W A DISTANCE OF 151.59' TO A PIN SET; THENCE S 53°53'31" W A DISTANCE OF 159.00' TO A POINT ON THE DIVIDING PARCEL LINE BETWEEN PARCEL NUMBER 0003831 AND PARCEL NUMBER 0003856; THENCE N 64°17'20" W A DISTANCE OF 394.06' TO A PIPE FOUND; THENCE N 29°22'11" E A DISTANCE OF 870.76' TO A PIPE FOUND; THENCE N 33°08'58" E A DISTANCE OF 488.80' TO A PIN SET; THENCE N 36°08'59" E A DISTANCE OF 500.00' TO A PIPE FOUND; THENCE S 82°58'37" E A DISTANCE OF 209.40' TO A PIN SET; THENCE S 32°44'39" W A DISTANCE OF 711.05' TO A PIN SET; THENCE S 54°40'18" E A DISTANCE OF 80.84' TO A PIN SET; THENCE N 78°42'55" E A DISTANCE OF 111.07' TO A PIN SET; THENCE N 89°35'01" E A DISTANCE OF 148.29' TO A PIN SET; THENCE S 65°53'07" E A DISTANCE OF 357.64' TO A PIN SET; THENCE S 83°41'57" E A DISTANCE OF 165.41' TO A PIN SET; THENCE N 83°07'02" E A DISTANCE OF 441.10' TO A PIN SET; THENCE N 52°28'13" E A DISTANCE OF 204.97' TO A PIN SET; THENCE S 87°32'14" E A DISTANCE OF 147.31' TO A PIN SET; THENCE S 71°01'43" E A DISTANCE OF 68.48' TO A PIN SET; THENCE S 53°37'16" E A DISTANCE OF 93.37' TO A PIN SET; THENCE S 77°30'06" E A DISTANCE OF 122.70' TO A PIN SET; THENCE N 76°33'36" E A DISTANCE OF 67.07' TO A PIN SET; THENCE S 26°23'15" E A DISTANCE OF 110.79' TO A PIN SET; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 988,349 SQUARE FEET OR 22.689 ACRES AS SHOWN ON PLAT DATED 5/22/2024 PREPARED BY IVAN R. LINEBERRY, PLS NUMBER 5473 AND RECORDED IN THE CHATHAM COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 2024 PAGE 437-441

CONSERVATION EASEMENT AREA D

BEGINNING AT A PIN SET ON THE CORNER OF CONSERVATION EASEMENT AREA D, LABELED POINT NUMBER 101; THENCE S 17°34'03" W A DISTANCE OF 183.00' TO A PIN SET; THENCE S 32°45'33" W A DISTANCE OF 373.95' TO A PIN SET; THENCE S 23°01'35" W A DISTANCE OF 133.44' TO A POINT IN THE DIVIDING PARCEL LINE BETWEEN PARCEL #0003831 AND PARCEL #0003856; THENCE N 02°09'53" W 265.90' TO A POINT; THENCE N 40°01'07" E A DISTANCE OF 25.01' TO A PIN SET; THENCE N 14°42'28" E A DISTANCE OF 108.56' TO A PIN SET; THENCE N 43°50'21" E A DISTANCE OF 108.36' TO A PIN SET; THENCE N 21°47'05" E A DISTANCE OF 176.23' TO A PIN SET; THENCE S 81°39'06" E A DISTANCE OF

137.17' TO A PIN SET; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 76,082 SQUARE FEET OR 1.747 ACRES AS SHOWN ON PLAT DATED 5/22/2024 PREPARED BY IVAN R. LINEBERRY, PLS NUMBER 5473 AND RECORDED IN THE CHATHAM COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 2024, PAGE 437 - 441

TOGETHER WITH the rights of Grantor in and to the use of the 30' wide easement for the purpose of ingress and egress to and from Wildlife Road as described in Deed Book 1944 at Pages 152 – 160, Chatham County Register of Deeds.

FILED	Dec 19, 2024
AT	09:00:23 AM
BOOK	02446
START PAGE	1122
END PAGE	1133
INSTRUMENT #	11093
EXCISE TAX	\$1,050.00

STATE OF NORTH CAROLINA

EXCISE TAX: \$1,050.00

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

CHATHAM COUNTY

**SPO File Number: 19-LA-119
DMS Project Number: 100640**

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 17 day of December, 2024, by **Benjamin William Dunlap, Unmarried ("Grantor")**, whose mailing address is **4926 Bonlee Bennett Road, Bear Creek, NC 27207** 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 **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **452048014-05**.

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

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

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

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

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

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real properties situated, lying, and being in Chatham County, North Carolina (the "**Property**"), and being more particularly described

as that certain parcels of land containing approximately 201.27 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1944, Page 161** 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 unnamed tributaries to the Cape Fear River.

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

The Conservation Easement Area consists of the following:

Conservation Easement Area B (21.555 acres) and Conservation Easement Area C (14.756 acres) containing a total of 36.311 acres as shown on the plat of survey entitled "Conservation Easement Survey for the North Carolina Division of Mitigation Services, SPO # 19-LA-118 (Moore), SPO File # 19-LA-119 (Dunlap), DMS Site ID No. 100640, Big Bison", Property of Benjamin William Dunlap, dated May 22, 2024, prepared by Ivan R. Lineberry, PLS Number 5473 and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2024, Pages 437 - 441 (the "Plat").

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

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

I. DURATION OF EASEMENT

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

II. ACCESS EASEMENT

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

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. GRANTEE RESERVED USES

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

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

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

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

E. Crossing Area(s). The Grantee is not responsible for maintenance of crossing area(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.

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

Benjamin William Dunlap (SEAL)
Benjamin William Dunlap

NORTH CAROLINA
COUNTY OF Chatham

I, Robert W. Bugg, a Notary Public in and for the County and State aforesaid, do hereby certify that **Benjamin William Dunlap**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 17 day of December, 2024.

Robert W. Bugg
Notary Public (Official Stamp or Seal)

My commission expires:
August 23, 2026

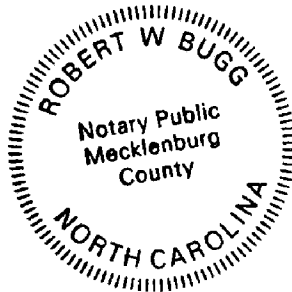


EXHIBIT A

CONSERVATION EASEMENT AREA B

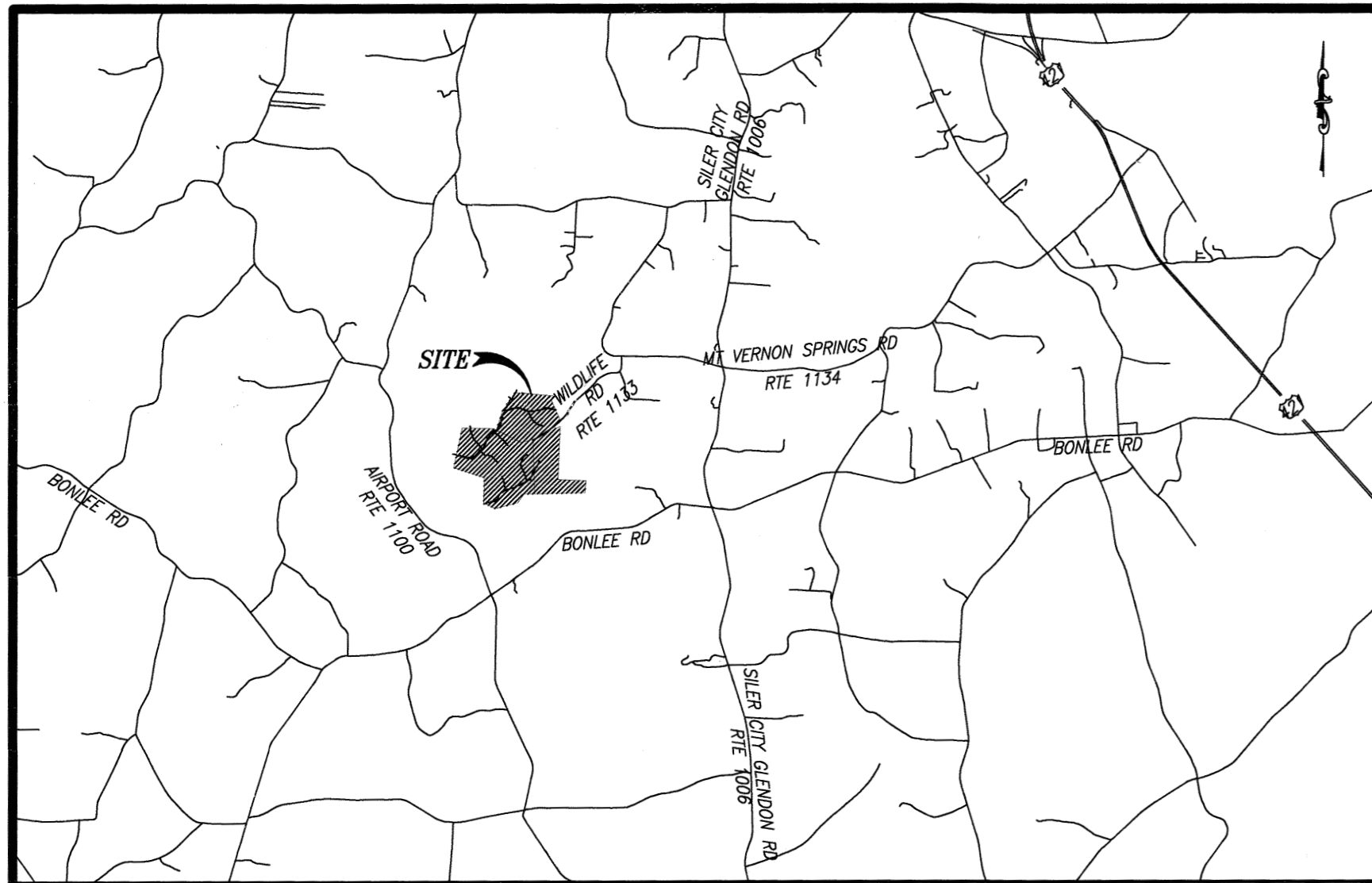
BEGINNING AT A POINT ON THE DIVIDING PARCEL LINE BETWEEN PARCEL NUMBER 0003831 AND PARCEL NUMBER 0003856 159.00' FROM PIN SET LABELED POINT NUMBER 23; THENCE S 53°53'31" W A DISTANCE OF 109.36' TO A PIN SET; THENCE S 44°01'14" E A DISTANCE OF 340.86' TO A PIN SET; THENCE S 42°21'56" E A DISTANCE OF 343.62' TO A PIN SET; THENCE S 43°11'42" W A DISTANCE OF 125.06' TO A PIN SET; THENCE N 61°56'19" W A DISTANCE OF 95.42' TO A PIN SET; THENCE N 38°17'10" W A DISTANCE OF 194.78' TO A PIN SET; THENCE N 44°36'45" W A DISTANCE OF 283.74' TO A PIN SET; THENCE N 61°38'08" W A DISTANCE OF 218.49' TO A PIN SET; THENCE S 48°05'26" W A DISTANCE OF 289.76' TO A PIN SET; THENCE S 31°53'20" W A DISTANCE OF 240.09' TO A PIN SET; THENCE S 03°48'57" E A DISTANCE OF 231.96' TO A PIN SET; THENCE S 15°00'40" W A DISTANCE OF 90.43' TO A PIN SET; THENCE S 55°18'42" E A DISTANCE OF 107.47' TO A PIN SET; THENCE S 72°57'56" E A DISTANCE OF 178.59' TO A PIN SET; THENCE S 44°00'45" E A DISTANCE OF 528.77' TO A PIN SET; THENCE S 43°13'24" W A DISTANCE OF 127.04' TO A PIN SET; THENCE N 44°26'17" W A DISTANCE OF 521.34' TO A PIN SET; THENCE S 82°42'33" W A DISTANCE OF 176.85' TO A PIN SET; THENCE N 82°58'29" W A DISTANCE OF 103.22' TO A PIN SET; THENCE S 57°39'52" W A DISTANCE OF 199.30' TO A PIN SET; THENCE S 74°30'51" W A DISTANCE OF 320.94' TO A PIN SET; THENCE N 87°38'52" W A DISTANCE OF 205.06' TO A PIN SET; THENCE N 78°44'24" W A DISTANCE OF 351.99' TO A PIN SET; THENCE N 59°15'26" W A DISTANCE OF 197.57' TO A PIN SET; THENCE N 45°22'28" W A DISTANCE OF 81.04' TO A PIN SET; THENCE N 11°02'24" E A DISTANCE OF 131.52' TO A PIN SET; THENCE S 76°40'22" E A DISTANCE OF 179.35' TO A PIN SET; THENCE S 71°08'42" E A DISTANCE OF 449.14' TO A PIN SET; THENCE N 75°30'40" E A DISTANCE OF 225.93' TO A PIN SET; THENCE S 89°57'02" E A DISTANCE OF 138.04' TO A PIN SET; THENCE N 46°49'16" E A DISTANCE OF 219.47' TO A PIN SET; THENCE N 05°17'23" E A DISTANCE OF 117.37' TO A PIN SET; THENCE N 44°02'33" W A DISTANCE OF 437.40' TO A PIN SET; THENCE N 35°03'59" W A DISTANCE OF 150.94' TO A PIN SET; THENCE N 25°43'32" W A DISTANCE OF 357.84' TO A PIN SET; THENCE N 04°00'06" W A DISTANCE OF 197.84' TO A PIN SET; THENCE N 00°21'16" W A DISTANCE OF 91.23' TO A PIN SET; THENCE S 87°53'40" E A DISTANCE OF 144.20' TO A PIN SET; THENCE S 02°39'12" E A DISTANCE OF 208.20' TO A PIN SET; THENCE S 20°44'29" E A DISTANCE OF 219.27' TO A PIN SET; THENCE S 31°13'03" E A DISTANCE OF 247.45' TO A PIN SET; THENCE S 47°42'17" E A DISTANCE OF 298.81' TO A PIN SET; THENCE N 13°12'23" E A DISTANCE OF 220.90' TO A PIN SET; THENCE N 44°59'55" E A DISTANCE OF 587.02' TO A PIN SET; THENCE N 09°38'29" E A DISTANCE OF 106.77' TO A PIPE FOUND; THENCE S 64°17'20" E A DISTANCE OF 394.06' WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 938,926 SQUARE FEET OR 21.555 ACRES AS SHOWN ON PLAT DATED 5/22/2024, PREPARED BY IVAN R. LINEBERRY, PLS NUMBER 5473 AND RECORDED IN THE CHATHAM COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK - 2024, PAGE 437-441

CONSERVATION EASEMENT AREA C

BEGINNING AT A POINT IN THE DIVIDING PARCEL LINE BETWEEN PARCEL #0003831 AND PARCEL #0003856 133.44' FROM CORNER LABELED POINT NUMBER 103; THENCE S 23°01'35" W A DISTANCE OF 63.50' TO A PIN SET; THENCE S 23°01'35" W A DISTANCE OF 114.83' TO A PIN SET; THENCE S 62°45'07" W A DISTANCE OF 365.51' TO A PIN SET; THENCE S 88°54'34" W A DISTANCE OF 121.90' TO A PIN SET; THENCE S 54°56'47" W A DISTANCE OF 329.98' TO A PIN SET; THENCE S 62°52'04" W A DISTANCE OF 134.57' TO A PIN SET; THENCE S 87°06'54" W A DISTANCE OF 171.11' TO A PIN SET; THENCE S 63°59'51" W A DISTANCE OF 302.85' TO A PIN SET; THENCE S 36°33'32" W A DISTANCE OF 129.49' TO A PIN SET; THENCE S 21°18'02" W A DISTANCE OF 140.32' TO A PIN SET; THENCE S 46°25'09" W A DISTANCE OF 149.65' TO A PIN SET; THENCE S 69°49'25" W A DISTANCE OF 370.99' TO A PIN SET; THENCE S 80°18'36" W A DISTANCE OF 104.70' TO A PIN SET; THENCE N 65°16'54" W A DISTANCE OF 186.25' TO A PIN SET;

THENCE N 65°37'26" E A DISTANCE OF 226.70' TO A PIN SET; THENCE N 77°51'49" E A DISTANCE OF 262.47' TO A PIN SET; THENCE N 59°49'47" E A DISTANCE OF 186.96' TO A PIN SET; THENCE N 17°58'53" E A DISTANCE OF 157.40' TO A PIN SET; THENCE N 37°26'14" E A DISTANCE OF 164.64' TO A PIN SET; THENCE N 62°01'37" E A DISTANCE OF 178.64' TO A PIN SET; THENCE N 09°32'24" W A DISTANCE OF 220.33' TO A PIN SET; THENCE N 01°50'49" W A DISTANCE OF 70.02' TO A PIN SET; THENCE N 22°57'09" W A DISTANCE OF 265.33' TO A PIN SET; THENCE N 69°06'32" E A DISTANCE OF 123.33' TO A PIN SET; THENCE S 29°25'38" E A DISTANCE OF 217.23' TO A PIN SET; THENCE S 03°26'45" E A DISTANCE OF 205.27' TO A PIN SET; THENCE S 15°26'09" E A DISTANCE OF 116.37' TO A PIN SET; THENCE N 82°43'51" E A DISTANCE OF 244.90' TO A PIN SET; THENCE N 53°19'28" E A DISTANCE OF 161.86' TO A PIN SET; THENCE N 64°29'11" E A DISTANCE OF 161.80' TO A PIN SET; THENCE N 30°41'10" E A DISTANCE OF 65.83' TO A PIN SET; THENCE N 72°33'38" E A DISTANCE OF 83.65' TO A PIN SET; THENCE S 10°07'54" W A DISTANCE OF 39.84' TO A PIN SET; THENCE N 70°29'05" E A DISTANCE OF 214.11' TO A PIN SET; THENCE N 19°13'21" W A DISTANCE OF 110.97' TO A PIN SET; THENCE N 21°18'52" W A DISTANCE OF 230.70' TO A PIN SET; THENCE N 29°39'40" W A DISTANCE OF 278.94' TO A PIN SET; THENCE N 00°00'12" E A DISTANCE OF 190.46' TO A PIN SET; THENCE N 20°22'10" E A DISTANCE OF 325.18' TO A PIN SET; THENCE N 58°16'43" E A DISTANCE OF 249.99' TO A PIN SET; THENCE N 25°22'30" E A DISTANCE OF 137.58' TO A PIN SET; THENCE S 63°03'37" E A DISTANCE OF 115.90' TO A PIN SET; THENCE S 04°26'49" W A DISTANCE OF 40.07' TO A PIN SET; THENCE S 28°39'13" W A DISTANCE OF 190.10' TO A PIN SET; THENCE S 78°44'56" W A DISTANCE OF 105.91' TO A PIN SET; THENCE S 45°07'59" W A DISTANCE OF 102.58' TO A PIN SET; THENCE S 28°59'16" W A DISTANCE OF 117.34' TO A PIN SET; THENCE S 11°40'50" W A DISTANCE OF 186.90' TO A PIN SET; THENCE S 10°20'44" E A DISTANCE OF 97.80' TO A PIN SET; THENCE S 37°15'32" E A DISTANCE OF 160.77' TO A PIN SET; THENCE S 19°52'41" E A DISTANCE OF 391.09' TO A PIN SET; THENCE N 38°46'12" E A DISTANCE OF 138.00' TO A PIN SET; THENCE N 37°22'39" E A DISTANCE OF 61.44' TO A PIN SET; THENCE N 02°22'52" W A DISTANCE OF 71.75' TO A PIN SET; THENCE N 40°01'07" E A DISTANCE OF 128.63' TO A POINT IN THE DIVIDING PARCEL LINE BETWEEN PARCEL #0003831 AND PARCEL #0003856; THENCE S 02°09'53" E A DISTANCE OF 265.90' WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 642,788 SQUARE FEET OR 14.756 ACRES AS SHOWN ON PLAT DATED 5/22/2024, PREPARED BY IVAN R. LINEBERRY, PLS NUMBER 5473 AND RECORDED IN THE CHATHAM COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 2024, PAGE 437 - 441

TOGETHER WITH the rights of Grantor in and to the use of the 30' wide easement for the purpose of ingress and egress to and from Wildlife Road as described in Deed Book 1944 at Pages 152 – 160, Chatham County Register of Deeds.



VICINITY MAP - NOT TO SCALE

CERTIFICATION OF SURVEY AND ACCURACY

I, IVAN LINEBERRY, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 1944, PAGE 161 AND DEED BOOK 949 PAGE 142); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS GREATER THAN 1:20000; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I ALSO HEREBY CERTIFY THAT THIS PLAT IS OF ONE OF THE FOLLOWING: GS 47-30 (1)(1); THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

CLASS OF SURVEY: HORIZONTAL: A
 POSITIONAL ACCURACY AT 95% CONFIDENCE LEVEL: HORIZONTAL = 0.037
 RTK GNSS SURVEY USING BASE/ROVER ESTABLISHED FROM NGS STATION
 COBLE PID-A11799 N=684,760.76 E=1,848,418.66
 COMBINED SCALE FACTOR = 0.99987290
 U.S. SURVEY FEET
 DATE OF SURVEY: JANUARY 2023 - FEBRUARY 2023
 DATUM: NAD83(2011)

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 13 DAY OF DECEMBER 2024

IVAN R. LINEBERRY, P.L.S. LIC. NO. L-5473 DATE 12/15/2024



CERTIFICATE OF OWNERSHIP & DEDICATION

WE CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN. WE HEREBY ACCEPT AND ADOPT THIS RECORDED PLAT AND CONSERVATION EASEMENT WITH OUR FREE CONSENT AND DEDICATE, GRANT AND CONVEY ALL EASEMENTS, RIGHTS-OF-WAYS, AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED HEREIN.

Luanne Moore 12-17-2024
 LUANNE MOORE, TRUSTEE OF THE MOORE FAMILY TRUST DATE
 LUANNE MOORE, TRUSTEE OF THE BERTIS E. MOORE TRUST

STATE OF NORTH CAROLINA
Chatham County TO WIT:

I, Robert W. Bugg, A NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT LUANNE MOORE WHOSE NAME IS SIGNED HEREON, HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID, GIVEN UNDER MY HAND THIS 17 DAY OF December, 2024

MY COMMISSION EXPIRES August 23, 2026

Robert W. Bugg
 NOTARY PUBLIC NOTARY REGISTRATION NUMBER AND SEAL



CERTIFICATE OF OWNERSHIP & DEDICATION

WE CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN. WE HEREBY ACCEPT AND ADOPT THIS RECORDED PLAT AND CONSERVATION EASEMENT WITH OUR FREE CONSENT AND DEDICATE, GRANT AND CONVEY ALL EASEMENTS, RIGHTS-OF-WAYS, AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED HEREIN.

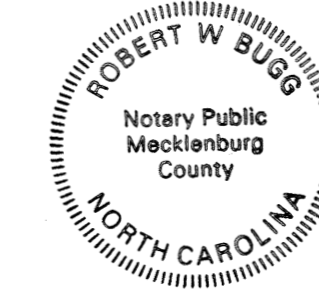
Benjamin William Dunlap 12-17-24
 BENJAMIN WILLIAM DUNLAP DATE

STATE OF NORTH CAROLINA
Chatham County TO WIT:

I, Robert W. Bugg, A NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT BENJAMIN WILLIAM DUNLAP WHOSE NAME IS SIGNED HEREON, HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID, GIVEN UNDER MY HAND THIS 17 DAY OF December, 2024

MY COMMISSION EXPIRES August 23, 2026

Robert W. Bugg
 NOTARY PUBLIC NOTARY REGISTRATION NUMBER AND SEAL



SURVEY NOTES:

1. THE MERIDIAN SOURCE OF THIS TOPOGRAPHIC SURVEY IS BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983(2011). COORDINATE VALUES AND DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET UTILIZING HORIZONTAL GRID MEASUREMENTS. AREAS COMPUTED BY USING COORDINATE METHOD.
2. THIS PROPERTY APPEARS TO BE WITHIN ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. FEMA FLOOD INSURANCE RATE MAP 370299 8648 J MAP DATE FEBRUARY 2, 2007.
3. CONSERVATION EASEMENT CORNERS ARE MONUMENTED WITH 3/8" X 30" REBAR WITH A 3 1/4" DIAMETER ALUMINUM CAP. EACH CAP IS STAMPED WITH THE CORRESPONDING CORNER NUMBER AS SHOWN ON THE SURVEY.
4. ALL EXISTING FENCES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
5. THIS SURVEY WAS CONDUCTED IN THE FIELD BETWEEN JANUARY 01, 2023 AND FEBRUARY 24, 2023 AND DOES NOT CERTIFY TO CHANGES TO SITE CONDITIONS WHICH OCCUR SUBSEQUENT TO THIS DATE AND/OR TO PROPOSED IMPROVEMENTS.
6. THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY NOR A SUBDIVISION OF LAND.
7. THE INFORMATION SHOWN ON THIS SURVEY IS BASED ON TITLE COMMITMENT #202211605CA PREPARED BY INVESTORS TITLE INSURANCE COMPANY DATED DECEMBER 15, 2022 AT 8:00AM. PROPERTY AND R/W LINES WERE ESTABLISHED USING A COMPILATION OF DEEDS OF RECORD, PLATS OF RECORD AND EXISTING FIELD MEASUREMENTS.
8. THIS SURVEY DOES NOT INTEND TO DEPICT ANY WETLANDS, HAZARDOUS WASTE AND ENVIRONMENTAL FEATURES THAT MAY AFFECT SAID PROPERTY EXCEPT AS SHOWN.
9. THE STATE OF NORTH CAROLINA, ITS EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS, ARE GRANTED AND CONVEYED A PERPETUAL RIGHT OF ACCESS TO THE EASEMENT AREA BY WAY OF ACCESS ROUTES SHOWN ON THIS PLAT AT REASONABLE TIMES TO UNDERTAKE ANY ACTIVITIES TO RESTORE, CONSTRUCT, MANAGE, THE EASEMENT AREA, IN ACCORDANCE WITH THE RESTORATION ACTIVITIES OR A LONG-TERM MANAGEMENT PLAN AS DESCRIBED IN SECTION II OF THE CONSERVATION EASEMENT AGREEMENT.

SYMBOL & STYLE LEGEND

- CONTROL DISK - INGS
- O/A OVERALL DISTANCE
- EXISTING PARCEL LINE
- CE --- CONSERVATION EASEMENT
- CE-IX --- INTERNAL CROSSING
- CONSERVATION EASEMENT CORNER LABEL
- 5/8" X 30" PIN SET W/STAMPED ALUMINUM CAP
- EXISTING PIPE FOUND OR OTHERWISE DESCRIBED MONUMENT
- CONSERVATION EASEMENT
- INTERNAL CROSSING
- EXISTING EASEMENT LINE

AREA TABLE:

CONSERVATION EASEMENT (TOTAL AREA)	2,646,145 SQ. FT. OR 60.747 ACRES
PARCEL #0003831 (TOTAL AREA)	1,064,431 SQ. FT. OR 24.436 ACRES
PARCEL #0003856 (TOTAL AREA)	1,581,714 SQ. FT. OR 36.311 ACRES
AREA A - PARCEL #0003831	988,349 SQ. FT. OR 22.689 ACRES
AREA B - PARCEL #0003856	938,926 SQ. FT. OR 21.555 ACRES
AREA C - PARCEL #0003856	642,788 SQ. FT. OR 14.756 ACRES
AREA D - PARCEL #0003831	76,082 SQ. FT. OR 1.747 ACRES

REVIEW OFFICER CERTIFICATION

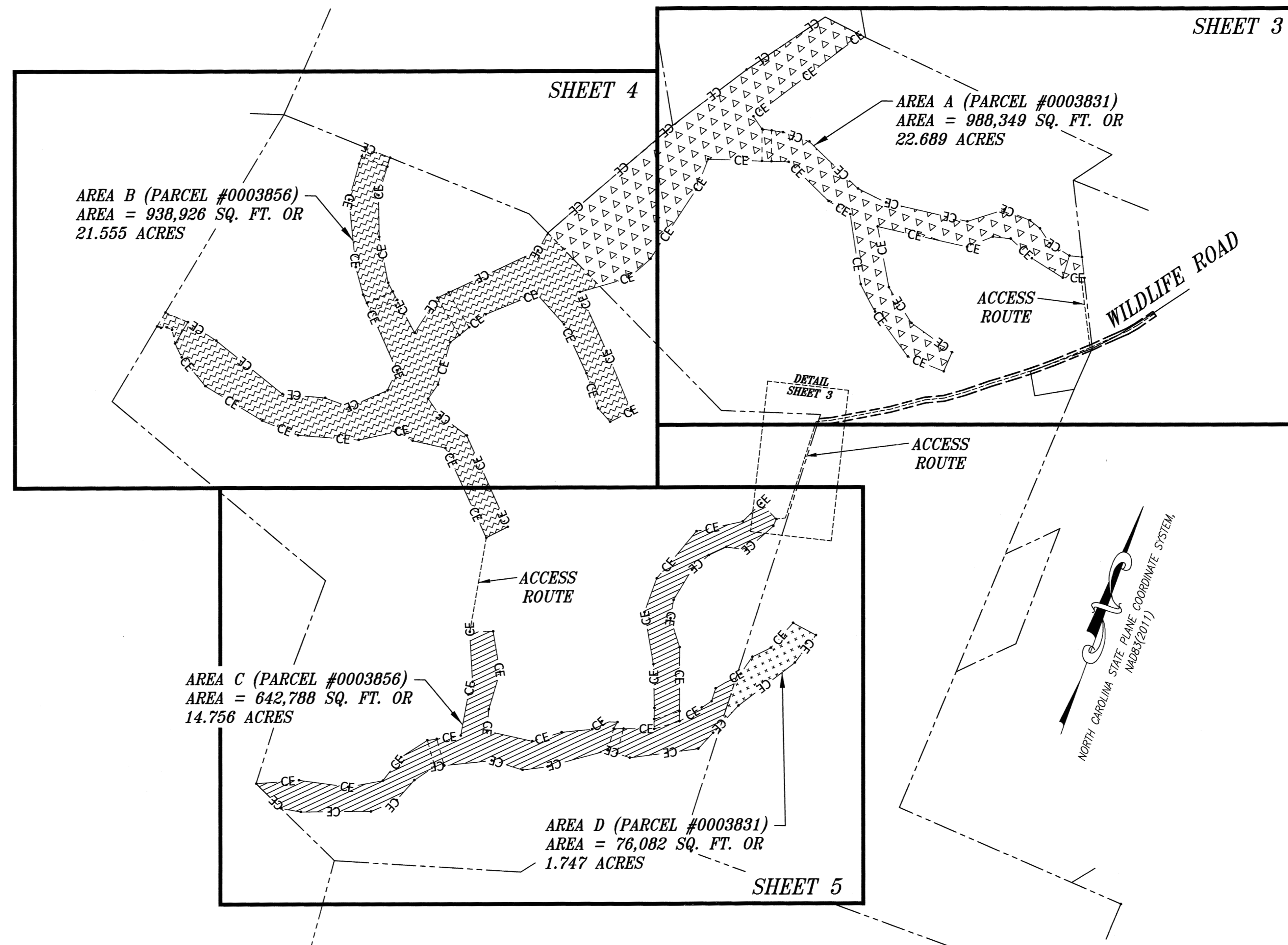
THE PURPOSE OF THIS SURVEY IS TO IDENTIFY THE CONSERVATION EASEMENT AREAS ONLY. NO TRANSFER OF PROPERTY IS TAKING PLACE.

I, Amy Gilbert, REVIEW OFFICER FOR CHATHAM COUNTY, NORTH CAROLINA, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Amy Gilbert 12/17/2024
 REVIEW OFFICER DATE

FILED Dec 17, 2024 02:25:20 pm FILED
 CHATHAM COUNTY, NC LINDA A. BOGGS
 PLAT SLIDE 02024 - 0437 REGISTER OF DEEDS
 INSTRUMENT 11002

KEY MAP - NOT TO SCALE



CONSERVATION EASEMENT
 SURVEY FOR THE
 STATE OF NORTH CAROLINA
 DIVISION OF MITIGATION SERVICES
 SPO # 19-LA-118 (MOORE), 19-LA-119 (DUNLAP)
 DMS SITE ID 100640
 BIG BISON
 PROPERTY OF LUANNE MOORE, TRUSTEE OF THE MOORE FAMILY TRUST,
 LUANNE MOORE, TRUSTEE OF THE BERTIS E. MOORE TRUST,
 AND BENJAMIN WILLIAM DUNLAP
 BEAR CREEK TOWNSHIP
 CHATHAM COUNTY, NORTH CAROLINA
 SCALE: 1"=100' DATE: MAY 22, 2024

PRECISION MEASUREMENTS LAND SURVEYORS
 SURVEYORS • GPS • UAS • 3D SCANNING
 3960 NORTH VIRGINIA DARE TRAIL
 KITTYHAWK, NORTH CAROLINA 27949
 TEL: (757) 368-0945
 FIRM NUMBER P-1911
 0 100 200 300 FEET
 GRAPHIC SCALE SHEET 1 OF 5

2024-437

EASEMENT COORDINATE TABLE:

Table with columns: NORTHING, EASTING, DESCRIPTION, MONUMENT. Contains 79 rows of coordinate data for easement corners.

EASEMENT COORDINATE TABLE:

Table with columns: NORTHING, EASTING, DESCRIPTION, MONUMENT. Contains 79 rows of coordinate data for easement corners.

EASEMENT COORDINATE TABLE:

Table with columns: NORTHING, EASTING, DESCRIPTION, MONUMENT. Contains 16 rows of coordinate data for easement corners.

CONSERVATION EASEMENT DESCRIPTION AREA A (PARCEL #0003831)

BEGINNING AT A PIN SET ON THE CORNER OF CONSERVATION EASEMENT AREA A, LABELED POINT NUMBER 1; THENCE S 70°36'51" W A DISTANCE OF 114.30' TO A PIN SET; THENCE N 77°52'33" W A DISTANCE OF 192.62' TO A PIN SET; THENCE N 67°06'41" W A DISTANCE OF 152.97' TO A PIN SET; THENCE S 76°10'20" W A DISTANCE OF 94.86' TO A PIN SET; THENCE S 48°41'00" W A DISTANCE OF 146.77' TO A PIN SET; THENCE S 82°47'35" W A DISTANCE OF 484.75' TO A PIN SET; THENCE S 30°25'10" E A DISTANCE OF 325.95' TO A PIN SET; THENCE S 52°13'49" E A DISTANCE OF 223.41' TO A PIN SET; THENCE S 74°12'37" E A DISTANCE OF 264.95' TO A PIN SET; THENCE S 03°43'29" W A DISTANCE OF 110.39' TO A PIN SET; THENCE N 87°26'21" W A DISTANCE OF 205.53' TO A PIN SET; THENCE N 56°06'59" W A DISTANCE OF 293.67' TO A PIN SET; THENCE N 47°48'27" W A DISTANCE OF 163.84' TO A PIN SET; THENCE N 28°18'11" W A DISTANCE OF 373.85' TO A PIN SET; THENCE N 78°45'07" W A DISTANCE OF 133.57' TO A PIN SET; THENCE N 65°32'15" W A DISTANCE OF 296.58' TO A PIN SET; THENCE S 71°54'48" W A DISTANCE OF 424.97' TO A PIN SET; THENCE S 01°32'27" W A DISTANCE OF 173.13' TO A PIN SET; THENCE S 13°40'05" W A DISTANCE OF 437.80' TO A PIN SET; THENCE S 28°50'58" W A DISTANCE OF 151.59' TO A PIN SET; THENCE S 53°53'31" W A DISTANCE OF 159.00' TO A POINT ON THE DIVIDING PARCEL LINE BETWEEN PARCEL NUMBER 0003831 AND PARCEL NUMBER 0003856; THENCE N 64°17'20" W A DISTANCE OF 394.06' TO A PIPE FOUND; THENCE N 29°22'11" E A DISTANCE OF 870.76' TO A PIPE FOUND; THENCE N 33°08'58" E A DISTANCE OF 488.80' TO A PIN SET; THENCE N 36°08'59" E A DISTANCE OF 500.00' TO A PIPE FOUND; THENCE S 82°58'37" E A DISTANCE OF 209.40' TO A PIN SET; THENCE S 32°44'39" W A DISTANCE OF 711.05' TO A PIN SET; THENCE S 54°40'18" E A DISTANCE OF 80.84' TO A PIN SET; THENCE N 78°42'55" E A DISTANCE OF 111.07' TO A PIN SET; THENCE N 89°35'01" E A DISTANCE OF 148.29' TO A PIN SET; THENCE S 65°53'07" E A DISTANCE OF 357.64' TO A PIN SET; THENCE S 83°41'57" E A DISTANCE OF 165.41' TO A PIN SET; THENCE N 83°07'02" E A DISTANCE OF 441.10' TO A PIN SET; THENCE N 52°28'13" E A DISTANCE OF 204.97' TO A PIN SET; THENCE S 87°32'14" E A DISTANCE OF 147.31' TO A PIN SET; THENCE S 71°01'43" E A DISTANCE OF 68.48' TO A PIN SET; THENCE S 53°37'16" E A DISTANCE OF 93.37' TO A PIN SET; THENCE S 77°30'06" E A DISTANCE OF 122.70' TO A PIN SET; THENCE N 76°33'36" E A DISTANCE OF 67.07' TO A PIN SET; THENCE S 26°23'15" E A DISTANCE OF 110.79' TO A PIN SET; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 988,349 SQUARE FEET OR 22.689 ACRES

CONSERVATION EASEMENT DESCRIPTION AREA B (PARCEL #0003856)

BEGINNING AT A POINT ON THE DIVIDING PARCEL LINE BETWEEN PARCEL NUMBER 0003831 AND PARCEL NUMBER 0003856 159.00' FROM PIN SET LABELED POINT NUMBER 23; THENCE S 53°53'31" W A DISTANCE OF 109.36' TO A PIN SET; THENCE S 44°01'14" E A DISTANCE OF 340.86' TO A PIN SET; THENCE S 42°21'56" E A DISTANCE OF 343.82' TO A PIN SET; THENCE S 43°11'42" W A DISTANCE OF 125.06' TO A PIN SET; THENCE N 61°56'19" W A DISTANCE OF 95.42' TO A PIN SET; THENCE N 38°17'10" W A DISTANCE OF 194.78' TO A PIN SET; THENCE N 44°36'45" W A DISTANCE OF 283.74' TO A PIN SET; THENCE N 61°38'08" W A DISTANCE OF 218.49' TO A PIN SET; THENCE S 48°05'26" W A DISTANCE OF 289.76' TO A PIN SET; THENCE S 31°53'20" W A DISTANCE OF 240.09' TO A PIN SET; THENCE S 03°48'57" E A DISTANCE OF 231.96' TO A PIN SET; THENCE S 15°00'40" W A DISTANCE OF 90.43' TO A PIN SET; THENCE S 55°18'42" E A DISTANCE OF 107.47' TO A PIN SET; THENCE S 72°57'56" E A DISTANCE OF 178.59' TO A PIN SET; THENCE S 44°00'45" E A DISTANCE OF 528.77' TO A PIN SET; THENCE S 43°13'24" W A DISTANCE OF 127.04' TO A PIN SET; THENCE N 44°26'17" W A DISTANCE OF 521.34' TO A PIN SET; THENCE S 82°42'33" W A DISTANCE OF 176.85' TO A PIN SET; THENCE N 82°58'29" W A DISTANCE OF 103.22' TO A PIN SET; THENCE S 57°39'52" W A DISTANCE OF 199.30' TO A PIN SET; THENCE S 74°30'51" W A DISTANCE OF 320.94' TO A PIN SET; THENCE N 87°38'52" W A DISTANCE OF 205.06' TO A PIN SET; THENCE N 78°44'24" W A DISTANCE OF 351.99' TO A PIN SET; THENCE N 59°15'26" W A DISTANCE OF 197.57' TO A PIN SET; THENCE N 45°22'28" W A DISTANCE OF 81.04' TO A PIN SET; THENCE N 11°02'24" E A DISTANCE OF 131.52' TO A PIN SET; THENCE S 76°40'22" E A DISTANCE OF 179.35' TO A PIN SET; THENCE S 71°08'42" E A DISTANCE OF 449.14' TO A PIN SET; THENCE N 75°30'40" E A DISTANCE OF 225.93' TO A PIN SET; THENCE S 89°57'02" E A DISTANCE OF 138.04' TO A PIN SET; THENCE N 46°49'16" E A DISTANCE OF 219.47' TO A PIN SET; THENCE N 05°17'23" E A DISTANCE OF 117.37' TO A PIN SET; THENCE N 44°02'33" W A DISTANCE OF 437.40' TO A PIN SET; THENCE N 35°03'59" W A DISTANCE OF 150.94' TO A PIN SET; THENCE N 25°43'32" W A DISTANCE OF 357.84' TO A PIN SET; THENCE N 04°00'06" W A DISTANCE OF 197.84' TO A PIN SET; THENCE N 00°21'16" W A DISTANCE OF 91.23' TO A PIN SET; THENCE S 87°53'40" E A DISTANCE OF 144.20' TO A PIN SET; THENCE S 02°39'12" E A DISTANCE OF 208.20' TO A PIN SET; THENCE S 20°44'29" E A DISTANCE OF 219.27' TO A PIN SET; THENCE S 31°13'03" E A DISTANCE OF 247.45' TO A PIN SET; THENCE S 47°42'17" E A DISTANCE OF 298.81' TO A PIN SET; THENCE N 13°12'23" E A DISTANCE OF 220.90' TO A PIN SET; THENCE N 44°59'55" E A DISTANCE OF 587.02' TO A PIN SET; THENCE N 09°38'29" E A DISTANCE OF 106.77' TO A PIPE FOUND; THENCE S 64°17'20" E A DISTANCE OF 394.06' WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 938,926 SQUARE FEET OR 21.555 ACRES

CONSERVATION EASEMENT DESCRIPTION

AREA C (PARCEL #0003856)

BEGINNING AT A POINT IN THE DIVIDING PARCEL LINE BETWEEN PARCEL #0003831 AND PARCEL #0003856 133.44' FROM CORNER LABELED POINT NUMBER 103; THENCE S 23°01'35" W A DISTANCE OF 63.50' TO A PIN SET; THENCE S 23°01'35" W A DISTANCE OF 114.83' TO A PIN SET; THENCE S 62°45'07" W A DISTANCE OF 365.51' TO A PIN SET; THENCE S 88°54'34" W A DISTANCE OF 121.90' TO A PIN SET; THENCE S 54°56'47" W A DISTANCE OF 329.98' TO A PIN SET; THENCE S 62°52'04" W A DISTANCE OF 134.57' TO A PIN SET; THENCE S 87°06'54" W A DISTANCE OF 171.11' TO A PIN SET; THENCE S 63°59'51" W A DISTANCE OF 302.85' TO A PIN SET; THENCE S 36°33'32" W A DISTANCE OF 129.49' TO A PIN SET; THENCE S 21°18'02" W A DISTANCE OF 140.32' TO A PIN SET; THENCE S 46°25'09" W A DISTANCE OF 149.65' TO A PIN SET; THENCE S 69°49'25" W A DISTANCE OF 370.99' TO A PIN SET; THENCE S 80°18'36" W A DISTANCE OF 104.70' TO A PIN SET; THENCE N 65°16'54" W A DISTANCE OF 186.25' TO A PIN SET; THENCE N 65°37'26" E A DISTANCE OF 226.70' TO A PIN SET; THENCE N 77°51'49" E A DISTANCE OF 262.47' TO A PIN SET; THENCE N 59°49'47" E A DISTANCE OF 186.96' TO A PIN SET; THENCE N 17°58'53" E A DISTANCE OF 157.40' TO A PIN SET; THENCE N 37°26'14" E A DISTANCE OF 164.64' TO A PIN SET; THENCE N 62°01'37" E A DISTANCE OF 178.64' TO A PIN SET; THENCE N 09°32'24" W A DISTANCE OF 220.33' TO A PIN SET; THENCE N 01°50'49" W A DISTANCE OF 70.02' TO A PIN SET; THENCE N 22°57'09" W A DISTANCE OF 265.33' TO A PIN SET; THENCE N 69°06'32" E A DISTANCE OF 123.33' TO A PIN SET; THENCE S 29°25'38" E A DISTANCE OF 217.23' TO A PIN SET; THENCE S 03°26'45" E A DISTANCE OF 205.27' TO A PIN SET; THENCE S 15°26'09" E A DISTANCE OF 116.37' TO A PIN SET; THENCE N 82°43'51" E A DISTANCE OF 244.90' TO A PIN SET; THENCE N 53°19'28" E A DISTANCE OF 161.86' TO A PIN SET; THENCE N 64°29'11" E A DISTANCE OF 161.80' TO A PIN SET; THENCE N 30°41'10" E A DISTANCE OF 65.83' TO A PIN SET; THENCE N 72°33'38" E A DISTANCE OF 83.65' TO A PIN SET; THENCE S 10°07'54" W A DISTANCE OF 39.84' TO A PIN SET; THENCE N 70°29'05" E A DISTANCE OF 214.11' TO A PIN SET; THENCE N 19°13'21" W A DISTANCE OF 110.97' TO A PIN SET; THENCE N 21°18'52" W A DISTANCE OF 230.70' TO A PIN SET; THENCE N 29°39'40" W A DISTANCE OF 278.94' TO A PIN SET; THENCE N 00°00'12" E A DISTANCE OF 190.46' TO A PIN SET; THENCE N 20°22'10" E A DISTANCE OF 325.18' TO A PIN SET; THENCE N 58°16'43" E A DISTANCE OF 249.99' TO A PIN SET; THENCE N 25°22'30" E A DISTANCE OF 137.58' TO A PIN SET; THENCE S 63°03'37" E A DISTANCE OF 115.90' TO A PIN SET; THENCE S 04°26'49" W A DISTANCE OF 40.07' TO A PIN SET; THENCE S 28°39'13" W A DISTANCE OF 190.10' TO A PIN SET; THENCE S 78°44'56" W A DISTANCE OF 105.91' TO A PIN SET; THENCE S 45°07'59" W A DISTANCE OF 102.58' TO A PIN SET; THENCE S 28°59'16" W A DISTANCE OF 117.34' TO A PIN SET; THENCE S 11°40'50" W A DISTANCE OF 186.90' TO A PIN SET; THENCE S 10°20'44" E A DISTANCE OF 97.80' TO A PIN SET; THENCE S 37°15'32" E A DISTANCE OF 160.77' TO A PIN SET; THENCE S 19°52'41" E A DISTANCE OF 391.09' TO A PIN SET; THENCE N 38°46'12" E A DISTANCE OF 138.00' TO A PIN SET; THENCE N 37°22'39" E A DISTANCE OF 61.44' TO A PIN SET; THENCE N 02°22'52" W A DISTANCE OF 71.75' TO A PIN SET; THENCE N 40°01'07" E A DISTANCE OF 128.63' TO A POINT IN THE DIVIDING PARCEL LINE BETWEEN PARCEL #0003831 AND PARCEL #0003856; THENCE S 02°09'53" E A DISTANCE OF 265.90' WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 642,788 SQUARE FEET OR 14.756 ACRES

CONSERVATION EASEMENT DESCRIPTION AREA D (PARCEL #0003831)

BEGINNING AT A PIN SET ON THE CORNER OF CONSERVATION EASEMENT AREA D, LABELED POINT NUMBER 101; THENCE S 17°34'03" W A DISTANCE OF 183.00' TO A PIN SET; THENCE S 32°45'33" W A DISTANCE OF 373.95' TO A PIN SET; THENCE S 23°01'35" W A DISTANCE OF 133.44' TO A POINT IN THE DIVIDING PARCEL LINE BETWEEN PARCEL #0003831 AND PARCEL #0003856; THENCE N 02°09'53" W 265.90' TO A POINT; THENCE N 40°01'07" E A DISTANCE OF 25.01' TO A PIN SET; THENCE N 14°42'28" E A DISTANCE OF 108.56' TO A PIN SET; THENCE N 43°50'21" E A DISTANCE OF 108.36' TO A PIN SET; THENCE N 21°47'05" E A DISTANCE OF 176.23' TO A PIN SET; THENCE S 81°39'06" E A DISTANCE OF 137.17' TO A PIN SET; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 76,082 SQUARE FEET OR 1.747 ACRES

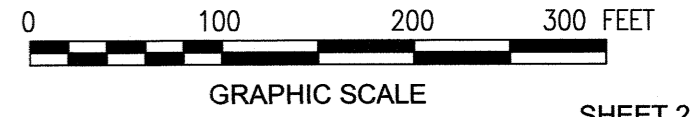
FILED Dec 17, 2024 02:28:56 pm
PLAT SLIDE 02024 - 0438
INSTRUMENT 11003

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, 12/17/24 Date



CONSERVATION EASEMENT
SURVEY FOR THE
STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
SPO # 19-LA-118 (MOORE), 19-LA-119 (DUNLAP)
DMS SITE ID 100640
BIG BISON
PROPERTY OF LUANNE MOORE, TRUSTEE OF THE MOORE FAMILY TRUST, LUANNE MOORE, TRUSTEE OF THE BERTIS E. MOORE TRUST, AND BENJAMIN WILLIAM DUNLAP BEAR CREEK TOWNSHIP CHATHAM COUNTY, NORTH CAROLINA
SCALE: 1"=100' DATE: MAY 22, 2024

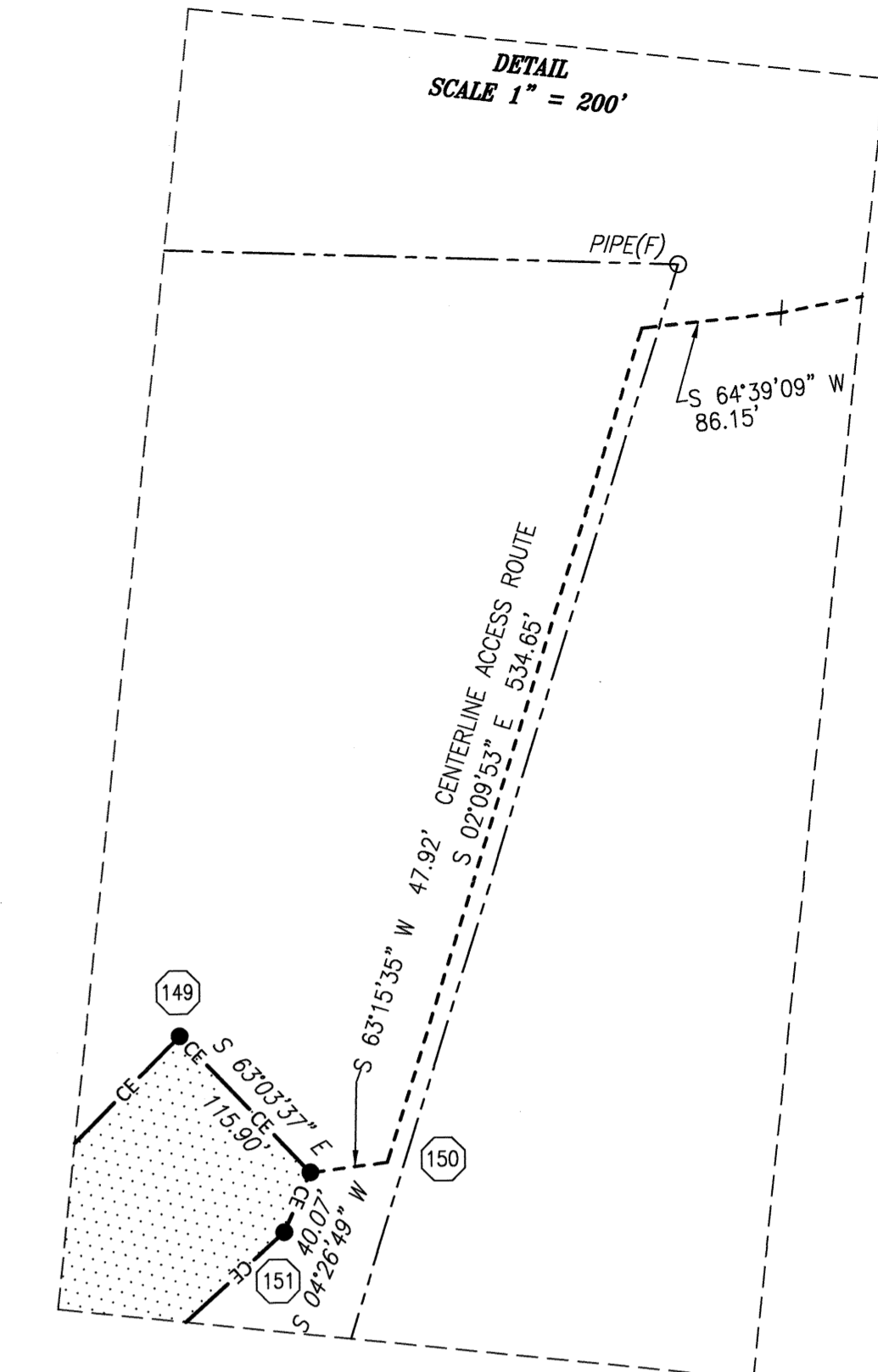
PRECISION MEASUREMENTS LAND SURVEYORS
SURVEYORS • GPS • UAS • 3D SCANNING
3960 NORTH VIRGINIA DARE TRAIL
KITTYHAWK, NORTH CAROLINA 27949
TEL: (757) 368-0945
FIRM NUMBER P-1911



2024-438
GRAPHIC SCALE SHEET 2 OF 5

NOW OR FORMERLY
ANN P. STOKES
D.B. 440, PG. 564
PARCEL ID 0003834

NOW OR FORMERLY
ANN P. STOKES
D.B. 444, PG. 774
PARCEL ID 0003851



MATCHLINE SHEET 4

EASEMENT RUNS ALONG PROPERTY LINE
N 37°06'50" E 488.80'
N 36°08'58" E 500.00'

CONSERVATION EASEMENT
AREA A - 988,349 SQ. FT. OR
22.689 ACRES (PARCEL #0003831)

INTERNAL CROSSING

INTERNAL CROSSING

NOW OR FORMERLY
**LUANNE MOORE, TRUSTEE
OF THE MOORE FAMILY
TRUST, LUANNE MOORE,
TRUSTEE OF THE BERTIS
E. MOORE TRUST**
D.B. 949, PG. 142
ESTATE FILE #12-E-132
DATED JANUARY 29, 1998
PARCEL ID 0003831

NOW OR FORMERLY
SEAN LIVING-WATER
& JENNIFER
LIVING-WATER
D.B. 1892, PG. 250
P.B. 2016, PG. 281
PARCEL ID 0003845

POB FOR ACCESS
N=691,204.231
E=1,852,326.132

WILDLIFE ROAD
(60' R/W) (P.B. 2016, PG. 281)
APPROXIMATE END OF STATE
MAINTENANCE
(P.B. 2007, PG. 526)

FILED Dec 17, 2024 02:29:06 pm
PLAT SLIDE 02024 0439
INSTRUMENT 11004

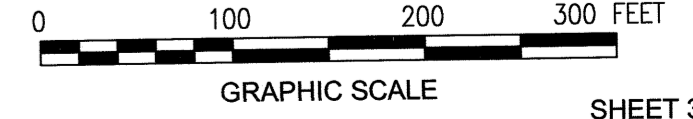
CONSERVATION EASEMENT
SURVEY FOR THE
STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
SPO # 19-LA-118 (MOORE), 19-LA-119 (DUNLAP)
DMS SITE ID 100640
BIG BISON

PROPERTY OF LUANNE MOORE, TRUSTEE OF THE MOORE FAMILY TRUST,
LUANNE MOORE, TRUSTEE OF THE BERTIS E. MOORE TRUST,
AND BENJAMIN WILLIAM DUNLAP
BEAR CREEK TOWNSHIP
CHATHAM COUNTY, NORTH CAROLINA
SCALE: 1"=100' DATE: MAY 22, 2024

Review Officer's Certificate
STATE OF NORTH CAROLINA, COUNTY OF CHATHAM
I, Angela West, Review Officer for Chatham County,
certify that the map or plat to which this certification is affixed meets
all statutory requirements for recording.
Angela West, Review Officer, 11/17/24 Date



PRECISION MEASUREMENTS LAND SURVEYORS
SURVEYORS • GPS • UAS • 3D SCANNING
3960 NORTH VIRGINIA DARE TRAIL
KITTYHAWK, NORTH CAROLINA 27949
TEL: (757) 368-0945
FIRM NUMBER P-1911



SHEET 3 OF 5

2024-439

NOW OR FORMERLY
**BENJAMIN WILLIAM
DUNLAP**
D.B. 1944, PG. 161
D.B. KY, PG. 561
PARCEL ID 0003856

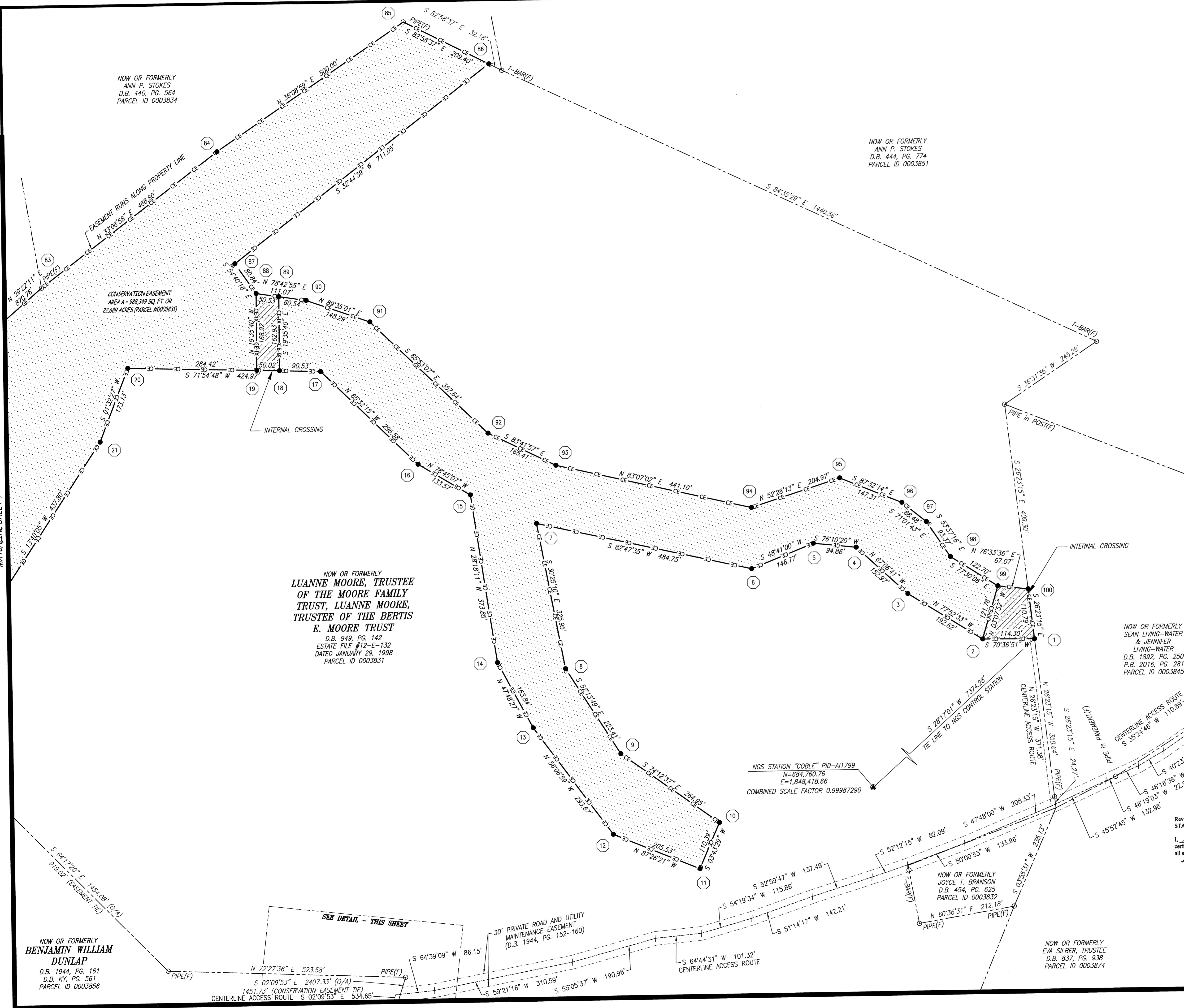
SEE DETAIL - THIS SHEET
N 72°27'36" E 523.58'
S 02°09'53" E 2407.33' (O/A)
1451.73' (CONSERVATION EASEMENT TIE)
CENTERLINE ACCESS ROUTE S 02°09'53" E 534.65'

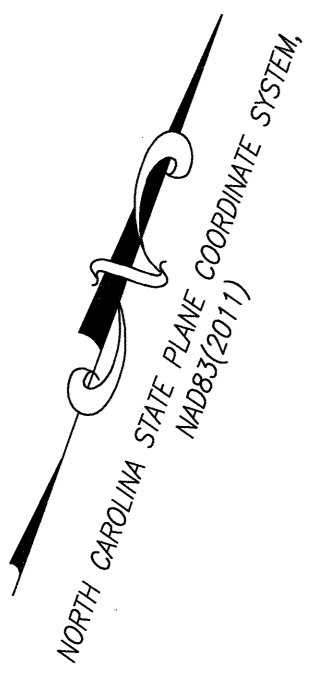
30' PRIVATE ROAD AND UTILITY
MAINTENANCE EASEMENT
(D.B. 1944, PG. 152-160)

NOW OR FORMERLY
JOYCE T. BRANSON
D.B. 454, PG. 625
PARCEL ID 0003832

NOW OR FORMERLY
EVA SILBER, TRUSTEE
D.B. 837, PG. 938
PARCEL ID 0003874

NGS STATION "COBLE" PID-A11799
N=684,760.76
E=1,848,418.66
COMBINED SCALE FACTOR 0.99987290





NOW OR FORMERLY JOHN RANDOLPH STOKES D.B. 442, PG. 50 PARCEL ID 0003852

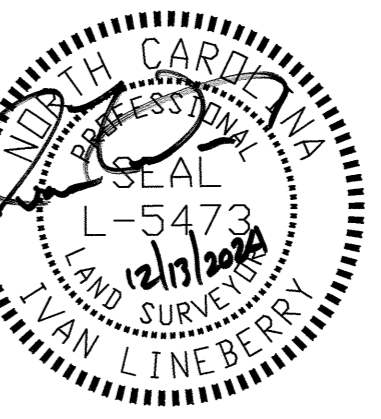
NOW OR FORMERLY JOHN RANDOLPH STOKES D.B. 440, PG. 563 PARCEL ID 0003833

NOW OR FORMERLY GORDON K. STOKES D.B. 444, PG. 763 PARCEL ID 0003853

NOW OR FORMERLY LUANNE MOORE, TRUSTEE OF THE MOORE FAMILY TRUST, LUANNE MOORE, TRUSTEE OF THE BERTIS E. MOORE TRUST D.B. 949, PG. 142 ESTATE FILE #12-E-132 DATED JANUARY 29, 1998 PARCEL ID 0003831

NOW OR FORMERLY BENJAMIN WILLIAM DUNLAP D.B. 1944, PG. 161 D.B. KY, PG. 561 PARCEL ID 0003856

CONSERVATION EASEMENT AREA B - 938,926 SQ. FT. OR 21,555 ACRES (PARCEL #0003856)

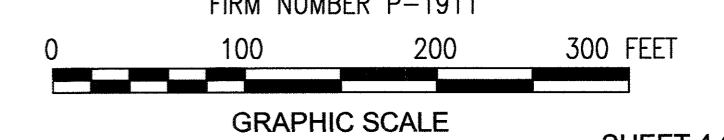


Review Officer's Certificate STATE OF NORTH CAROLINA, COUNTY OF CHATHAM I, Amy C. Weaver, Review Officer for Chatham County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording. Amy C. Weaver, Review Officer, 12/17/24 Date

FILED Dec 17, 2024 02:29:15 pm FILED CHATHAM COUNTY NC LORRY A. BOSSIBEE REGISTER OF DEEDS PLAT SLIDE 02024 - 0440 INSTRUMENT 11005

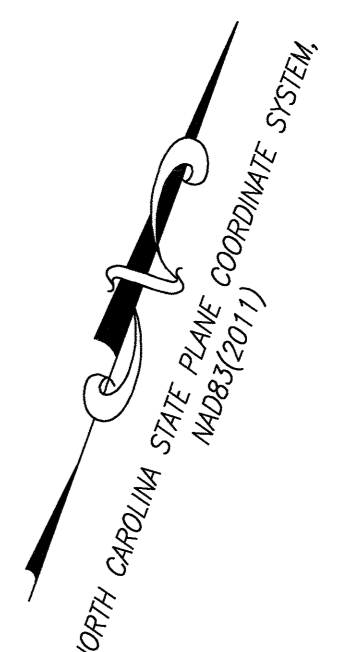
CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES SPO # 19-LA-118 (MOORE), 19-LA-119 (DUNLAP) DMS SITE ID 100640 BIG BISON PROPERTY OF LUANNE MOORE, TRUSTEE OF THE MOORE FAMILY TRUST, LUANNE MOORE, TRUSTEE OF THE BERTIS E. MOORE TRUST, AND BENJAMIN WILLIAM DUNLAP BEAR CREEK TOWNSHIP CHATHAM COUNTY, NORTH CAROLINA SCALE: 1"=100' DATE: MAY 22, 2024

PRECISION MEASUREMENTS LAND SURVEYORS SURVEYORS • GPS • UAS • 3D SCANNING 3960 NORTH VIRGINIA DARE TRAIL KITTYHAWK, NORTH CAROLINA 27949 TEL: (757) 368-0945 FIRM NUMBER P-1911



2024-440

MATCHLINE SHEET 4



NOW OR FORMERLY
BENJAMIN WILLIAM
DUNLAP
D.B. 1944, PG. 161
D.B. KY, PG. 561
PARCEL ID 0003856

NOW OR FORMERLY
GORDON K. STOKES
D.B. 444, PG. 763
PARCEL ID 0003853

NOW OR FORMERLY
LUANNE MOORE, TRUSTEE
OF THE MOORE FAMILY
TRUST, LUANNE MOORE,
TRUSTEE OF THE BERTIS
E. MOORE TRUST
D.B. 949, PG. 142
ESTATE FILE #12-E-132
DATED JANUARY 29, 1998
PARCEL ID 0003831

FILED Dec 17, 2024 02:29:25 pm
PLAT SLIDE 02024 - 0441
INSTRUMENT 11006

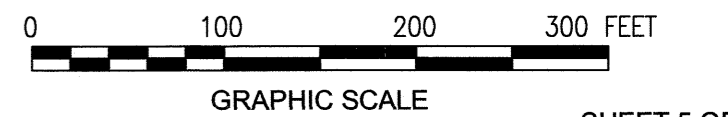
CONSERVATION EASEMENT
SURVEY FOR THE
STATE OF NORTH CAROLINA

DIVISION OF MITIGATION SERVICES
SPO # 19-LA-118 (MOORE), 19-LA-119 (DUNLAP)
DMS SITE ID 100640
BIG BISON
PROPERTY OF LUANNE MOORE, TRUSTEE OF THE MOORE FAMILY TRUST,
LUANNE MOORE, TRUSTEE OF THE BERTIS E. MOORE TRUST,
AND BENJAMIN WILLIAM DUNLAP
BEAR CREEK TOWNSHIP
CHATHAM COUNTY, NORTH CAROLINA
SCALE: 1"=100' DATE: MAY 22, 2024

Review Officer's Certificate
STATE OF NORTH CAROLINA, COUNTY OF CHATHAM
I, Amey C. Vester, Review Officer for Chatham County,
certify that the map or plat to which this certification is affixed meets
all statutory requirements for recording.
Amey C. Vester, Review Officer, 11/17/24 Date



PRECISION MEASUREMENTS LAND SURVEYORS
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KITTYHAWK, NORTH CAROLINA 27949
TEL: (757) 368-0945
FIRM NUMBER P-1911



2024-441