

Totten

Granville County

Project ID #100645

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.



This certifies that there are no delinquent ad valorem real estate taxes, which the Granville County Tax Collector is charged with collecting on the following:
Parcel Number: 192403123832, 192403135554
This is not certification that the Granville County Tax Office parcel number matches this deed description.
TC Date: 9/24/24
Granville County Tax Office
192403145579



Doc ID: 003876170017 Type: CRP
Recorded: 09/24/2024 at 04:32:37 PM
Fee Amt: \$34.00 Page 1 of 17
Revenue Tax: \$0.00
Granville County, NC
Kathy M. Taylor Reg of Deeds
BK **1998** PG **918-934**

STATE OF NORTH CAROLINA

GRANVILLE COUNTY

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

SPO File Number: 39-LA-1
DMS Project Number: 100645

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
c/o Mr. Blanc Rice
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this 24th day of September, 2024, by Lynette G. Totten ("Grantor"), whose mailing address is 139 Ridge Road, Butner, North Carolina 27509, 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, employees, agents, 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 known as the 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 Clearwater Mitigation Solutions, LLC whose mailing address is 604 Macon Place, Raleigh, NC 27609, and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 519597848-01.

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

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

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognized that the Wetlands Restoration Program was 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' 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 authority for 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 and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Albright Township, Granville County, North Carolina (the "**Property**"), and being more particularly described as:

Tract 1: Parcel Identification Number: 1924-0312-3832

Being all of that certain parcel of land containing approximately 11.23 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 133 at Page 405** of the Granville County Registry, North Carolina;

Tract 2: Parcel Identification Number: 1924-0313-5554

Being all of that certain parcel of land containing approximately 41.87 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 115 at Page 184** of the Granville County Registry, North Carolina;

Tract 3: Parcel Identification Number: 1924-0314-5579

Being all of that certain parcel of land containing approximately 28.00 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 120 at Page 372** of the Granville 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 Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of unnamed tributaries (UTs) to Jordan Creek.

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 forever and in perpetuity, a Conservation Easement and Right of Access over and upon the Property or such portion(s) thereof described below.

The Conservation Easement Area consists of the following:

Conservation Easement Areas 1A, 1B, 1C, and 2 containing a total of **30.189 acres** as shown on the plat of survey entitled "Final Plat, Conservation Easement Survey for The State of North Carolina Department of Environmental Quality Division of Mitigation Services, Project Name: Totten Mitigation Site, SPO File No. 39-LA-1, DMS Site No. 100645, Property of Lynette G. Totten," dated September 21, 2024 by PilotSE, PLS Number C-4724 and recorded in the Granville County, North Carolina Register of Deeds at **Plat Book 54 Pages 23**.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area" or "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 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 B** ("Access Easement No. 1" and "Access Easement No. 2") attached hereto and incorporated herein by this reference, to access the Conservation Easement Area for the purposes set forth herein. This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the 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 or its employees, contractors, agents, successors, and assigns. 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 but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

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. This provision shall also apply to the use of any equine species.

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 within the Conservation Easement Area.

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. Agricultural and Silvicultural Use. All agricultural and silvicultural uses are prohibited within the Conservation Easement Area including, but not limited to, any use for cropland, orchards, waste lagoons, timber harvesting or pastureland. Direct application of pesticides and/or agricultural waste within the Conservation Easement Area is prohibited. The Grantor shall be solely responsible for the protection of the Conservation Easement Area from intrusion by livestock and shall be solely responsible for the installation and maintenance of any livestock exclusion measures (e.g. fencing) in accordance with the terms and conditions of this Conservation Easement outside of the Conservation Easement Area for so long as there are livestock on the Property adjacent to the Conservation Easement Area.

F. Structures. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area. All previously existing buildings, facilities, utilities, ponds, dams, stormwater conveyances, wells, mines, and other structures within the Conservation Easement Area shall be shown on the recorded survey plat. Any such structures not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or replaced.

G. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, paving, or other infrastructure in the Conservation Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Easement Area for purposes consistent with this Conservation Easement. Existing roads, trails, or paths may be maintained with loose gravel or vegetation to stabilize or cover the surfaces. All previously existing roads, trails, bridges, crossings, and other infrastructure within the Conservation Easement Area shall be shown on the recorded survey plat. Any such infrastructure not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or renewed.

H. Signs. No signs shall be permitted in the Conservation Easement Area except boundary signs, 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.

I. 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.

J. 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.

K. 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 are allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use pesticides 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.

L. 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 Conservation Easement Area portion 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.

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

N. Disturbance of Natural Features. Any change, disturbance, alteration, or impairment of the natural features of the Conservation Easement Area or any intentional introduction of nonnative plants, trees, and/or animal species by Grantor is prohibited. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

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 Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee 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, but are not limited to, the planting of trees, shrubs and herbaceous vegetation, installation of monitoring gauges, 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. Research and Educational Activities. The Grantee shall be permitted to enter, inspect, observe, and study the Conservation Easement Area for the purpose of conducting reasonable educational and scientific research activities related to the condition of the Conservation Easement Area and the protected resources therein. These activities include but are not limited to the installation of monitoring equipment, the creation of monitoring zones, and the performance of surveys, geotechnical investigations, and biological studies. Any parties other than the Grantee, its employees and agents, successors or assigns, desiring to conduct such activities must obtain written permission from both the Grantor and the Grantee in advance and be consistent with the intent of the mitigation project.

D. Signs. The Grantee 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 Area, or identify the project boundaries and the holder of the Conservation Easement.

E. Fences. If livestock is maintained on the Property, the Grantor is required to restrict livestock access to the Conservation Easement Area. If the Grantor fails to restrict livestock access to the Conservation Easement Area, Grantee reserves the right to repair or install livestock exclusion devices (i.e., fences) within the Conservation Area at its sole discretion and to recover the cost of such installation or repairs from Grantor. In such cases, Grantor must provide access to Grantee to make such installation and repairs. Grantee shall have no responsibility to repair or maintain any fences installed under this provision.

F. Crossing Area(s). Grantee is not responsible for the maintenance of crossing area(s), however, the Grantee after the appropriate notice required under this Conservation Easement, reserves the right to repair crossing area(s) at its sole discretion and to recover the cost of such repairs from Grantor if such repairs are needed as a result of activities of the Grantor. In such cases, the Grantor must provide access to the Grantee to make repairs.

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or

use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) 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 the Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee has 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. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail (“email”), or by personal contact with the Grantor (i.e., phone or in-person).

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 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. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee to enforce the terms of this Conservation Easement against Grantor or to protect Grantee’s rights and interests in and to the Conservation Easement and Access Easement, including, without limitation, any costs of restoration necessitated by Grantor’s acts or omissions in violation of the terms of this Conservation Easement and any legal expenses or court costs, including reasonable attorney’s fees, 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 is 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.

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

D. 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 and shall be binding on any successor owners.

E. This Conservation Easement and Right of Access may be amended, but only in a 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. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

Division Engineer
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

and

Division of Mitigation Services
1652 Mail Service Center
Raleigh, NC 27699-1652

F. 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., § 143-214.12(a1) 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 Grantee 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 its hand and seal, the day and year first above written.

Lynette G. Totten (SEAL)
Lynette G. Totten

NORTH CAROLINA
COUNTY OF Randolph

I, Traci J McDaniel, a Notary Public in and for the County and State aforesaid, do hereby certify that Lynette G. Totten, 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 24 day of September, 2024.

Traci J McDaniel
Notary Public

My commission expires: 01-18-2025

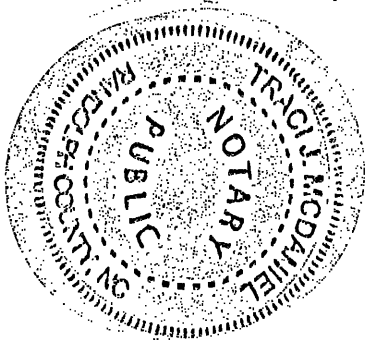


Exhibit A

Conservation Easement Area 1A

Totten Mitigation Site

Granville County, NC

All of the conservation easement of the Totten Site over a portion of the land of Lynette Totten (DB: 133, PG: 405), lying and being situated in Salem Township, Granville County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 1, and being the southeastern most corner of the Conservation Easement, having NC State Plane Coordinates (NAD'83, 2011) of N: 942,762.91' E: 2,121,098.19'; THENCE North 82 deg 58 min 16 sec West – 371.50 feet to a Calculated Point; THENCE North 82 deg 58 min 16 sec West –12.15 feet to a Set 5/8" Rebar with Disc (SRD); THENCE North 12 deg 11 min 31 sec East – 207.06 feet to a SRD; THENCE South 87 deg 07 min 17 sec East – 379.51 feet to a SRD; THENCE South 10 deg 20 min 07 sec West – 234.08 to the POINT of BEGINNING, containing 1.919 acres, more or less.

Conservation Easement Area 1B

Totten Mitigation Site

Granville County, NC

All of the conservation easement of the Totten Site over a portion of the land of Lynette Totten (DB: 115, PG: 184), lying and being situated in Salem Township, Granville County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 3, having NC State Plane Coordinates (NAD'83, 2011) of N: 943,012.25', E: 2,120,761.15'; THENCE North 12 deg 11 min 31 sec East – 471.08 feet to a Set 5/8" Rebar with Disc (SRD); THENCE North 57 deg 28 min 16 sec East – 229.80 feet to a SRD; THENCE North 23 deg 50 min 08 sec East – 406.71 feet to a SRD; THENCE North 18 deg 17 min 11 sec East – 155.04 feet to a SRD; THENCE South 87 deg 55 min 53 sec East – 535.34 feet to a SRD; THENCE South 13 deg 01 min 26 sec West – 409.93 feet to a SRD; THENCE South 39 deg 14 min 37 sec West – 555.21 feet to a SRD; THENCE South 56 deg 49 min 31 sec West – 228.81 feet to a SRD; THENCE South 10 deg 20 min 07 sec West – 150.87 to a SRD; THENCE North 87 deg 07 min 17 sec West – 379.51 feet to the POINT of BEGINNING, containing 13.879 acres, more or less.

Conservation Easement Area 1.C.

Totten Mitigation Site

Granville County, NC

All of the conservation easement of the Totten Site over a portion of the land of Lynette Totten (DB: 120, PG: 372), lying and being situated in Salem Township, Granville County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 7, having NC State Plane Coordinates (NAD'83, 2011) of N: 944,115.50', E: 2,121,267.39'; THENCE North 18 deg 17 min 11 sec East – 321.56 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 80 deg 51 min 18 sec East – 497.23 feet to a SRD; THENCE South 13 deg 01 min 26 sec West – 252.10 feet to a SRD; THENCE North 87 deg 55 min 53 sec West – 535.34 feet to the POINT of BEGINNING, containing 3.333 acres, more or less.

Conservation Easement Area 2

Totten Mitigation Site

Granville County, NC

All of the conservation easement of the Totten Site over a portion of the land of Lynette Totten (DB: 120, PG: 372), lying and being situated in Salem Township, Granville County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 9, having NC State Plane Coordinates (NAD'83, 2011) of N: 944,468.24', E: 2,121,388.33'; THENCE North 10 deg 42 min 54 sec West – 388.00 feet to a Set 5/8" Rebar with Disc (SRD); THENCE North 24 deg 53 min 14 sec East – 172.59 feet to a SRD; THENCE North 88 deg 04 min 25 sec East – 131.36 feet to a Found 3/4" Pipe; THENCE North 88 deg 03 min 36 sec East – 755.59 feet to a Found 1" Crimped Pipe; THENCE South 00 deg 30 min 40 sec East – 327.92 feet to a SRD; THENCE South 59 deg 21 min 12 sec West – 443.02 feet to a SRD; THENCE South 19 deg 51 min 52 sec West – 96.41 feet to a SRD; THENCE North 80 deg 51 min 18 sec West – 482.08 feet to the POINT of BEGINNING, containing 11.058 acres, more or less.

Exhibit B

Access Easement No. 1

Totten Mitigation Site

Oxford County, NC

All of the Access Easement 1, described as a New 15' Wide Non-exclusive Access Easement for ingress, egress, and regress to be conveyed to the State of North Carolina of the Totten Mitigation Site over a portion of the land of Lynette Totten (DB: 120, PG: 372, and DB: 2002, PG: 51), lying and being situated in Salem Township, Granville County, North Carolina, and more particularly described as follows:

COMMENCING at a SET 5/8" Rebar, labeled as Point No. 18, having NC State Plane Coordinates (NAD'83, 2011) of N: 944,096.18', E: 2,121,802.38'; THENCE North 13 deg 01 min 26 sec East – 101.86 feet to a Calculated Point, the POINT OF BEGINNING; THENCE North 13 deg 01 min 26 sec East – 15.28 feet to a Calculated Point; THENCE South 87 deg 55 min 53 sec East – 584.70 feet to a Calculated Point; THENCE South 47 deg 59 min 51 sec East – 141.01 feet to a Calculated Point; THENCE 15 feet north of and parallel to shared property line of Totten and Gregory Farms (DB: 1864, PG: 520) North 89 deg 44 min 38 sec East – 1,313.64 feet to a Calculated Point on the western right-of-way of SR-1515 (Horner Siding Road); THENCE with the western right-of-way of SR-1515 South 02 deg 23 min 01 sec East – 15.01 feet to a Calculated Point, THENCE leaving the right-of-way, and along the shared property line previously mentioned, South 89 deg 44 min 38 sec West – 1,319.99 feet to a Calculated Point; THENCE leaving the property line, North 47 deg 59 min 51 sec West – 141.36 feet to a Calculated Point; THENCE North 87 deg 55 min 53 sec West – 582.16 feet to the POINT OF BEGINNING, containing 0.703 acres, more or less.

Access Easement No. 2

Totten Mitigation Site

Granville County, NC

All of the Access Easement 2, described as a New Non-exclusive Access Easement, for ingress, egress, and regress to be conveyed to the State of North Carolina of the Totten Site over a portion of the land of Lynette Totten (DB: 120, PG: 372), lying and being situated in Salem Township, Granville County, North Carolina, and more particularly described as follows:

Access Easement 2 being located adjacent to Conservation Easement Area 1c and Conservation Easement are 2.

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 8, having NC State Plane Coordinates (NAD'83, 2011) of N: 944,420.82', E: 2,121,368.28'; THENCE North 22 deg 54 min 57 sec East – 51.48 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 80 deg 51 min 18 sec East – 482.08 feet to a SRD; THENCE South 05 deg 49 min 53 sec West – 50.08 feet to a SRD; THENCE North 80 deg 51 min 18 sec West – 497.23 feet to the POINT of BEGINNING, containing 0.562 acres, more or less.

STATE OF NORTH CAROLINA COUNTY PRESENTED FOR
 REGISTRATION AND RECORDED IN BOOK: _____ PAGE: _____ THIS
 _____ M. DAY OF _____, 20____, AT _____ O'CLOCK
 _____ BY
 REGISTER OF DEEDS DEPUTY / ASST REGISTER OF DEEDS

ERIC R. DODSON REVIEW OFFICER FOR GRANVILLE COUNTY.
 CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED
 MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Eric R. Dodson 9/24/24
 REVIEW OFFICER DATE

CONSERVATION EASEMENT SURVEY

FOR

THE STATE OF NORTH CAROLINA

DEPARTMENT OF ENVIRONMENTAL QUALITY

DIVISION OF MITIGATION SERVICES

CERTIFICATION OF OWNERSHIP AND DEDICATION -
PARCEL NUMBERS: 1924-0314-5579, 1924-0313-5554, 1924-0312-3832

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, AND DEDICATE ALL RIGHT-OF-WAYS, STREETS, ALLEYS, WALKS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.
Lynette G. Totten 9/24/24
 LYNETTE G. TOTTEN DATE

- NOTES:
1. BEARINGS ARE GRID NORTH. NCSPCS NAD '83, US SURVEY FOOT.
 2. TIE TO GRID COMPLETED BY RTK GPS (VRS)
 3. AREAS COMPUTED BY COORDINATE GEOMETRY.
 4. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
 5. ADJOINING LAND OWNERS WERE IDENTIFIED USING THE CURRENT ONLINE COUNTY GIS TAX MAPS.
 6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIONS NOT SHOWN ON THIS PLAT.
 7. NOT ALL UTILITIES OR IMPROVEMENTS SHOWN.
 8. PARCEL IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. SEE MAP NUMBER 3720192400K, EFFECTIVE 12/06/2019.

CERTIFICATE OF PLAT BEING EXEMPT FROM THE SUBDIVISION REGULATIONS

I HEREBY CERTIFY THAT THE CONSERVATION EASEMENT SURVEY SHOWN AND DESCRIBED HEREON IS EXEMPT FROM THE SUBDIVISION REGULATIONS OF GRANVILLE COUNTY AND CITY OF OXFORD BY DEFINITION.
 9/24 2024
Jonathan Cory George
 PLANNING DIRECTOR OR AUTHORIZED REPRESENTATIVE

CORNER DESCRIPTIONS	
POINT #	DESCRIPTION
1-11	SET #5 REBAR WITH ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT"
12	FOUND 3/4" PIPE
13	FOUND CRIMPED 1" PIPE
14-22	SET #5 REBAR WITH ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT"
23-26	FOUND 3/4" PIPE
27	FOUND 1/2" PIPE
28	FND NAIL IN 1" PIPE
29	FOUND 3/4" PIPE



PILOTSE

SURVEYORS • ENGINEERS

NCBELS FIRM NO. C-4724
 PO BOX: 879, PILOT MOUNTAIN, NC
 27041 www.pilotse.com | 336-422-6741

TOTTEN MITIGATION SITE

DMS PROJECT ID NO. 100645
 SPO FILE NUMBERS: 39-LA-1

COORDINATES ALONG CONSERVATION EASEMENT

Point Table		
Point #	Northing	Easting
1	942,762.91	2,121,098.19
2	942,809.86	2,120,717.42
3	943,012.25	2,120,761.15
4	943,472.70	2,120,860.64
5	943,596.27	2,121,054.39
6	943,968.29	2,121,218.74
7	944,115.50	2,121,267.39
8	944,420.82	2,121,368.28
9	944,468.24	2,121,388.33
10	944,849.47	2,121,316.19
11	945,006.04	2,121,388.82
12	945,010.45	2,121,520.11
13	945,036.03	2,122,275.26
14	944,708.12	2,122,278.19
15	944,482.30	2,121,897.05
16	944,391.62	2,121,864.29
17	944,341.80	2,121,859.20
18	944,096.18	2,121,802.38
19	943,696.80	2,121,710.00
20	943,266.81	2,121,358.77
21	943,141.60	2,121,167.25
22	942,993.19	2,121,140.18

COORDINATES ALONG TIE LINES

Point Table		
Point #	Northing	Easting
23	944,991.59	2,120,959.36
24	944,891.67	2,120,960.38
25	944,888.42	2,120,860.58
26	944,988.26	2,120,859.41
27	944,078.79	2,122,283.80
28	942,905.18	2,122,318.25
29	942,876.48	2,121,981.49

Parcel Line Table		
Line #	Length	Direction
L1	51.48	S22° 54' 57"W
L2	86.41	S19° 51' 52"W
L3	50.08	S5° 49' 53"W
L4	99.93	S0° 34' 54"E
L5	99.85	S98° 08' 14"W
L6	99.85	N0° 40' 15"W
L7	100.01	N88° 05' 38"E

I CERTIFY THAT:
 THIS 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. REFERENCE GS47-30(11)1.

PROFESSIONAL LAND SURVEYOR

I, JONATHAN CORY GEORGE, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN: DEED BOOK/PAGE: 812/133, 1785/210, 1777/813 & 1886/492. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLOTTED FROM INFORMATION REFERENCE HEREON, AND THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

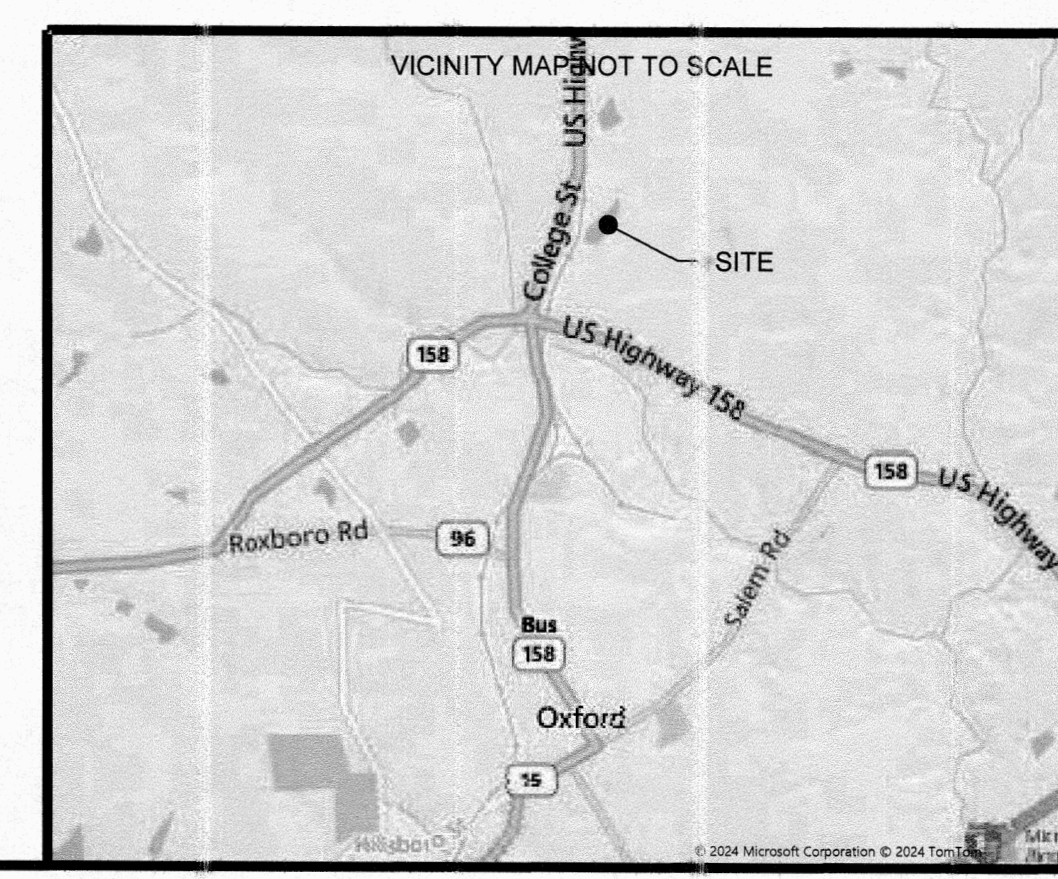
1. CLASS OF SURVEY: CLASS A
2. POSITIONAL ACCURACY: HMRS 0.046; VRMS 0.077
3. TYPE OF GPS FIELD PROCEDURE: RTK (BASE / ROVER)
4. DATES OF SURVEY: 10/10/2023 (CONTROL)
5. DATUM/EPOCH: NAD '83 (2011)
6. PUBLISHED/FIXED CONTROL: VRS
7. GEOID MODEL: GEOID 18 (CONUS)
8. COMBINED GRID FACTOR: 1.00003599
9. UNITS: US SURVEY FEET

THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 59.1600) AND WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL, THIS 11TH DAY OF SEPTEMBER, 2024.

Jonathan Cory George
 Digitally signed by Jonathan Cory George
 Date: 2024.09.21 22:38:37 -04'00'



SHEET 1 OF 2



Doc ID: 003876160002 Type: CRP
 Recorded: 09/24/2024 at 04:22:38 PM
 Fee Amt: \$42.00 Page: 1 of 2
 Granville County, NC
 Kathy M. Taylor, Reg. of Deeds
 54 23-24

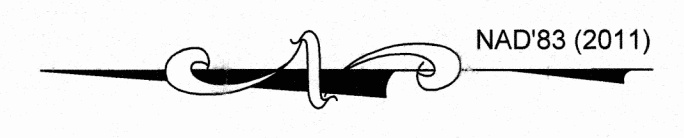
STATE OF NORTH CAROLINA, COUNTY PRESENTED FOR REGISTRATION AND RECORDED IN BOOK: _____ PAGE: _____ THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M.

REGISTER OF DEEDS BY DEPUTY / ASST REGISTER OF DEEDS

I, _____ REVIEW OFFICER FOR GRANVILLE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

C A GREGORY FARMS LLC
 MAPN: 1924-0322-1100
 DEED BK: 1864 PG: 520
 PLAT BK: 48, PG: 81



CONSERVATION EASEMENT ACREAGE DATA		
CONSERVATION EASEMENT AREA 1A	TOTTEN TRACT MAPN: 1924-0312-3832 DEED BK: 133 PG: 405	TOTAL ACRES: 1.919
CONSERVATION EASEMENT AREA 1B	TOTTEN TRACT MAPN: 1924-0313-5554 DEED BK: 115 PG: 184	TOTAL ACRES: 13.879
CONSERVATION EASEMENT AREA 1C	TOTTEN TRACT MAPN: 1924-0314-5579 DEED BK: 120 PG: 372	TOTAL ACRES: 3.333
CONSERVATION EASEMENT AREA 2	TOTTEN TRACT MAPN: 1924-0314-5579 DEED BK: 120 PG: 372	TOTAL ACRES: 11.058

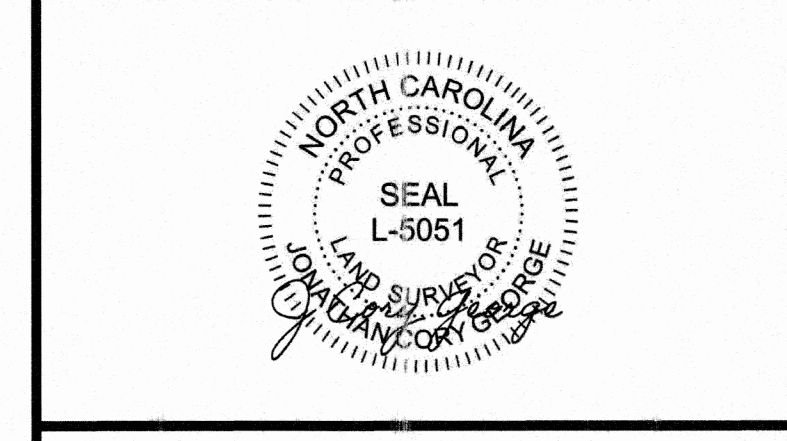
NOTE: ALL CONSERVATION EASEMENT CORNERS SET WITH 30" LONG 5/8" REBAR WITH STAMPED 3-1/4" ALUMINUM CONSERVATION EASEMENT DISC.

SHEET 2 OF 2

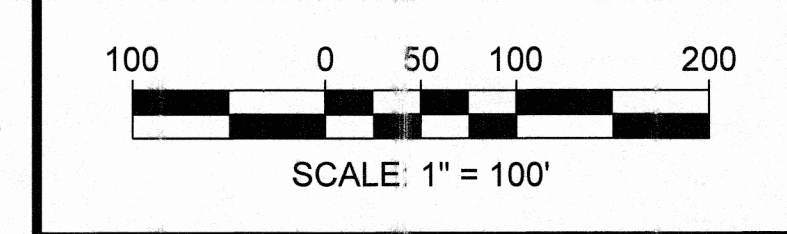
CONSERVATION EASEMENT SURVEY
 for
 THE STATE OF NORTH CAROLINA
 DEPARTMENT OF ENVIRONMENTAL QUALITY
 DIVISION OF MITIGATION SERVICES

SALEM TOWNSHIP
 GRANVILLE COUNTY, NORTH CAROLINA
 DATES SURVEYED: 10/10-10/12/2023
 DRAWN BY: C. GEORGE & A. HUTCHINS
 FIELD CREW: AH, CG, JC, CC
 PROJECT NO: 23-430

TOTTEN MITIGATION SITE
 DMS PROJECT ID NO. 100645
 SPO FILE NUMBERS: 39-LA-1

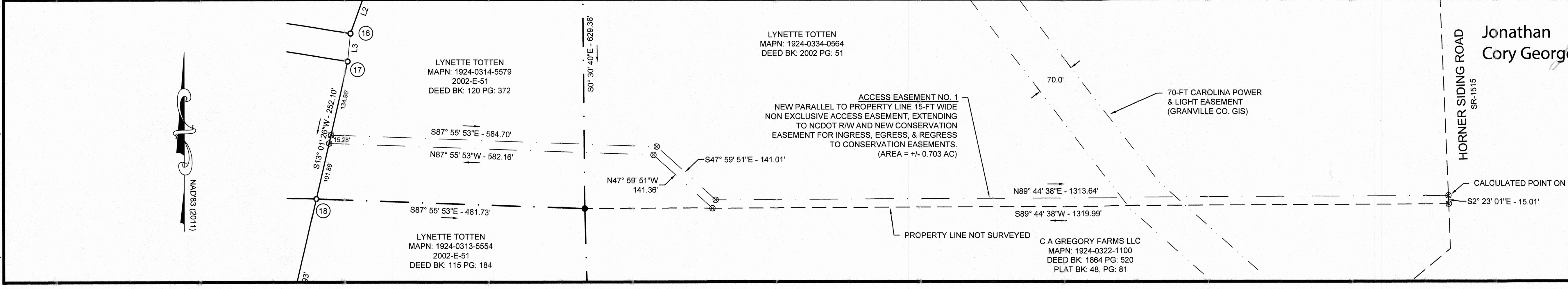
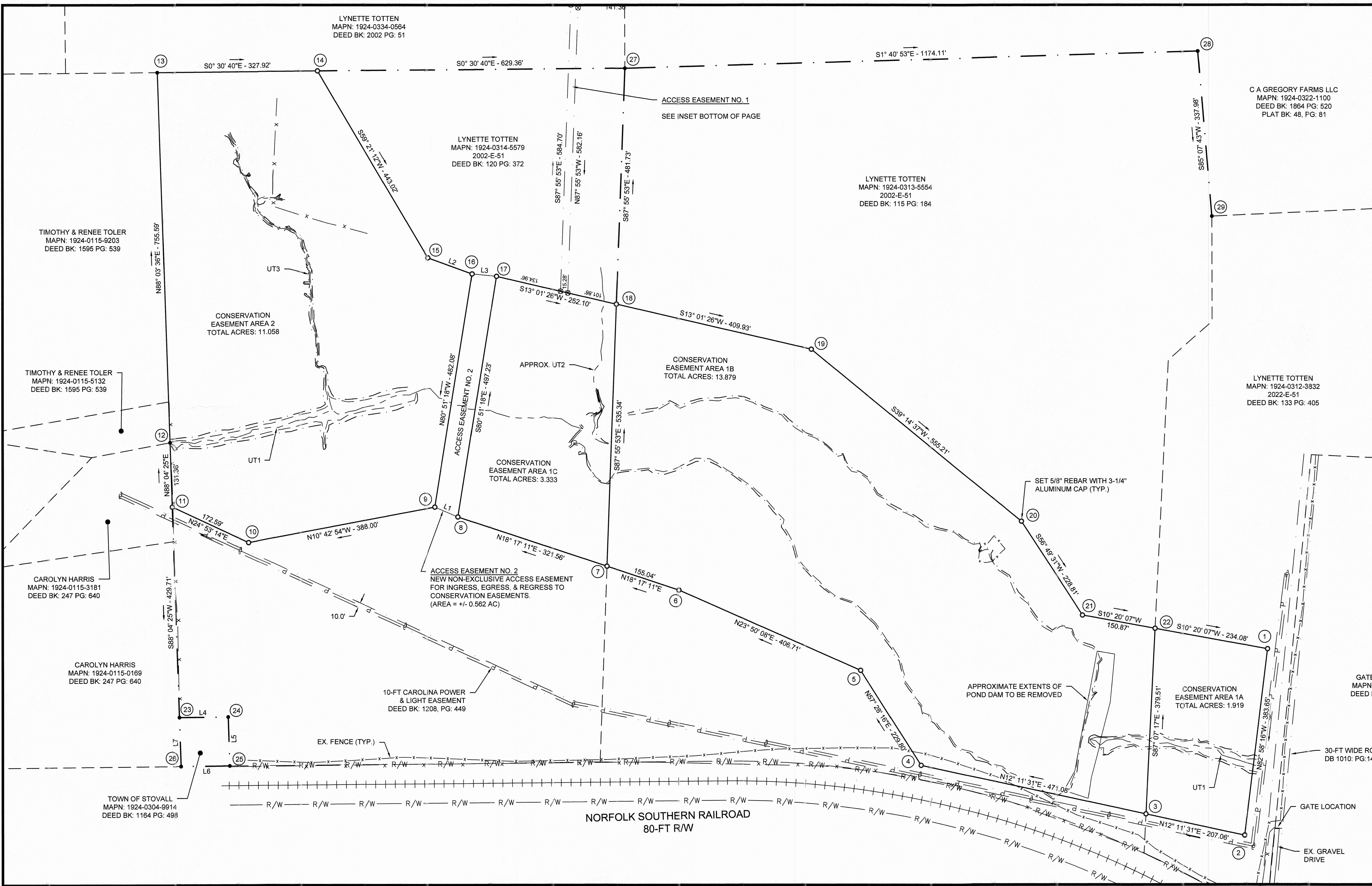


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 NCBELS FIRM NO. C-4724
 PO BOX: 879, PILOT MOUNTAIN, NC 27041
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LEGEND

● EXISTING IRON MON.	⊕ WATER VALVE
○ SET 5/8" REBAR W 3-1/4" DISC	⊗ WELL
⊕ CALCULATED POINT	⊙ GUY WIRE
⊕ TRAVERSE STATION	— BOUNDARY LINE
⊕ CONCRETE MONUMENT	— LINE NOT SURVEYED
⊕ PK NAIL	— R/W — RIGHT OF WAY
⊕ R/W MONUMENT	— EASEMENT
⊕ R.R. SPIKE	— OVERHEAD ELEC
⊕ STONE	— UNDERGRD ELEC
⊕ WATER METER	— W — WATER LINE
⊕ SEWER CLEANOUT	— SS — SEWER LINE
⊕ SEWER MANHOLE	— GAS — GAS LINE
⊕ STORM MANHOLE	— SD — STORM LINE
⊕ FIRE HYDRANT	— — DITCH CNTRLINE
⊕ UTILITY POLE	— x — CHAIN LNK FENCE
⊕ SINGLE POLE SIGN	



Jonathan Cory George
 Digitally signed by Jonathan Cory George
 Date: 2024.09.21 22:39:31 -04'00'