

Cow Tail

Columbus County

Project ID #100647

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.





2024001968

COLUMBUS CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

04-19-2024 02:35:31 PM

KANDANCE H. BULLOCK

REGISTER OF DEEDS

BY: NIKAILA WATKINS

DEPUTY

BK: RB 1345

PG: 959-970

STATE OF NORTH CAROLINA

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

Excise Tax: \$0.00

COLUMBUS COUNTY

SPO File Number: 24-LA-114

DMS Project Number: #100647

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 18 day of April, 2024, by Brett Patrick Barnhill, ("**Grantor**"), whose mailing address is 2737 Silver Spoon Road, Whiteville, NC 28472, 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 Water & Land Solutions, L.L.C., 7721 Six Forks Road, Suite 130, Raleigh, NC 27615 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 416888198-01.

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 Tatum Township, Columbus County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 43.58 acres and

being conveyed to the Grantor by deed as recorded in **Deed Book 1194 at Page 166** of the Columbus 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 Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of the Lumber River Basin (Cataloging Unit 03040203).

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:

BEING THAT AREA IDENTIFIED AS CONSERVATION EASEMENT AREA B, CONTAINING 11.166 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, COW TAIL, SPO #: 24-LA-114; 24-LA-115; 24-LA-116; DMS PROJECT NO. 100647, DAVID & TAYLOR JORDAN; BRETT BARNHILL; TATE FARMS INC.", BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., NC FIRM LICENSE NO. C-3035, DRAWN BY BRIAN SOUVA, NC PLS LICENSE NO. 3873, DATED JANUARY, 2024, PROJECT NO: 330-330.0002, TATUM TOWNSHIP, COLUMBUS COUNTY, NORTH CAROLINA, AND RECORDED IN THE COLUMBUS COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT **PLAT BOOK 120** AT **PAGE 35-36** THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

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 such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein ("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. 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 non-native 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.

O. Ditch Maintenance Zone. Grantor reserves the right to the areas as shown on the Survey for the following purposes (the "Ditch Maintenance Zone"):

- Manage, mow and clear vegetation, wood, and other debris from the banks and ditch channels within the Ditch Maintenance Zone. Such management of the Ditch Maintenance Zone for the purposes of maintaining the Property shall be done using best management practices and in a manner that will minimize any negative impacts to the Conservation Easement Area and the purposes of this Conservation Easement.

The Grantor may request permission to vary from the above restrictions for good cause
 NCDMS Full Delivery Conservation Easement Template AG reviewed 27 October 2023

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.

D. 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.

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 and shall be binding on any successor owners.

F. 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

NCDMS Full Delivery Conservation Easement Template

AG reviewed 27 October 2023

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

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., § 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.

Brett Patrick Barnhill (SEAL)
Brett Patrick Barnhill

NORTH CAROLINA
COUNTY OF COLUMBUS

I, a Notary Public in and for the County and State aforesaid, do hereby certify that Brett Patrick Barnhill, 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 18
day of April, 2024.

CHRISTOPHER A. SANTELLE
Notary Public, North Carolina
Wake County
My Commission Expires
November 05, 2024

[Signature]
Signature of Notary Public
Christopher A. Santelle
Printed Name of Notary Public
My Commission Expires: 11/5/2024

[AFFIX NOTARIAL STAMP-SEAL]

NORTH CAROLINA COLUMBUS COUNTY
The foregoing or annexed certificate(s) of
Christopher A. Santelle
Notary Public (has) (have) been verified to have a signature, seal or stamp, and an expiration date. This instrument and the certificate are duly registered at the date and time and in the book and page shown on the first page thereof.

Kendence H. Bullock
Register of Deeds
Nikolai Watters
Asst. / Deputy Register of Deeds

Ret To: Chris Santelle
7721 Six Forks Suite 130
Raleigh NC 27615

Exhibit A**Conservation Easement Area**

BEING THAT AREA IDENTIFIED AS CONSERVATION EASEMENT AREA B, CONTAINING 11.166 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, COW TAIL, SPO #: 24-LA-114; 24-LA-115; 24-LA-116; DMS PROJECT NO. 100647, DAVID & TAYLOR JORDAN; BRETT BARNHILL; TATE FARMS INC.", BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., NC FIRM LICENSE NO. C-3035, DRAWN BY BRIAN SOUVA, NC PLS LICENSE NO. 3873, DATED JANUARY, 2024, PROJECT NO: 330-330.0002, TATUM TOWNSHIP, COLUMBUS COUNTY, NORTH CAROLINA, AND RECORDED IN THE COLUMBUS COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT **PLAT BOOK 120** AT PAGE ~~35-36~~ (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 5/8 REBAR; FROM SAID CORNER NORTH 66°38'30" EAST 516.82 FEET TO THE POINT OF BEGINNING A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE FROM SAID BEGINNING POINT NORTH 86°12'19" WEST A DISTANCE OF 657.93 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 76°00'33" WEST A DISTANCE OF 692.19 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 77°34'09" WEST A DISTANCE OF 511.72 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 14°48'58" EAST A DISTANCE OF 238.42 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 75°03'39" EAST A DISTANCE OF 902.94 FEET TO A DRILL HOLE IN BRIDGE FOUND; THENCE NORTH 76°07'21" EAST A DISTANCE OF 478.85 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 66°40'10" EAST A DISTANCE OF 353.20 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 12°16'20" EAST A DISTANCE OF 495.35 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 11.166 ACRES, 486,402 SQUARE FEET.



2024001972

COLUMBUS CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

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REGISTER OF DEEDS

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DEPUTY

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PG: 987-999

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THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this 19 day of April, 2024, by David Ellis Jordan and wife, Taylor J. Jordan, ("Grantor"), whose mailing address is 305 Jordan Road, Clarkton, NC 28433, 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.

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WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between Water & Land Solutions, L.L.C., 7721 Six Forks Road, Suite 130, Raleigh, NC 27615 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 416888198-01.

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 Tatum Township, Columbus County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 137.72 acres and

being conveyed to the Grantor by deed as recorded in **Deed Book 1054 at Page 593** of the Columbus 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 Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of Lumber River Basin (Cataloging Unit 03040203).

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:

BEING THAT AREA IDENTIFIED AS CONSERVATION EASEMENT AREA A, CONTAINING 46.312 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, COW TAIL, SPO #: 24-LA-114; 24-LA-115; 24-LA-116; DMS PROJECT NO. 100647, DAVID & TAYLOR JORDAN; BRETT BARNHILL; TATE FARMS INC.", BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., NC FIRM LICENSE NO. C-3035, DRAWN BY BRIAN SOUVA, NC PLS LICENSE NO. 3873, DATED JANUARY, 2024, PROJECT NO: 330-330.0002, TATUM TOWNSHIP, COLUMBUS COUNTY, NORTH CAROLINA, AND RECORDED IN THE COLUMBUS COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT **PLAT BOOK 120** AT **PAGE 35-36** (THE "SURVEY"); AND BEING FURTHER DESCRIBED AS FOLLOWS:

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 such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein ("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. 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 non-native 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.

O. Ditch Maintenance Zone. Grantor reserves the right to the areas as shown on the Survey for the following purposes (the "Ditch Maintenance Zone"):

- Manage, mow and clear vegetation, wood, and other debris from the banks and ditch channels within the Ditch Maintenance Zone. Such management of the Ditch Maintenance Zone for the purposes of maintaining the Property shall be done using best management practices and in a manner that will minimize any negative impacts to the Conservation Easement Area and the purposes of this Conservation Easement.

The Grantor may request permission to vary from the above restrictions for good cause
 NCDMS Full Delivery Conservation Easement Template AG reviewed 27 October 2023

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.

D. 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.

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 and shall be binding on any successor owners.

F. 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

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., § 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.

David Ellis Jordan (SEAL)
David Ellis Jordan

NORTH CAROLINA
COUNTY OF COLUMBUS

I, a Notary Public in and for the County and State aforesaid, do hereby certify that David Ellis Jordan, 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 19
day of April, 2024.

CHRISTOPHER A. SANTELLE
Notary Public, North Carolina
Wake County
My Commission Expires
November 05, 2024

Christopher A. Santelle
Signature of Notary Public
Christopher A. Santelle
Printed Name of Notary Public
My Commission Expires: 11/5/2024

[AFFIX NOTARIAL STAMP-SEAL]

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

Taylor J. Jordan (SEAL)
Taylor J. Jordan

NORTH CAROLINA
COUNTY OF COLUMBUS

I, a Notary Public in and for the County and State aforesaid, do hereby certify that Taylor J. Jordan, 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 19 day of April, 2024.

CHRISTOPHER A. SANTELLE
Notary Public, North Carolina
Wake County
My Commission Expires
November 05, 2024

Christopher A. Santelle
Signature of Notary Public
Christopher A. Santelle
Printed Name of Notary Public
My Commission Expires: 11/5/2024

[AFFIX NOTARIAL STAMP-SEAL]

NORTH CAROLINA COLUMBUS COUNTY
The foregoing or annexed certificate(s) of
Christopher A. Santelle
Notary (y) (ies) Public (has) (have) been verified to have a signature, seal or stamp, and an expiration date. This instrument and the certificate are duly registered at the date and time and in the book and page shown on the first page thereof.

Kennedee H. Bullock
Register of Deeds
Nikola Watkins
Asst./Deputy Register of Deeds

Ret To: Chris Santelle
7721 Six Forks Rd suite 130
Raleigh NC 27615

Exhibit A**Conservation Easement Area**

BEING THAT AREA IDENTIFIED AS CONSERVATION EASEMENT AREA A, CONTAINING 46.312 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, COW TAIL, SPO #: 24-LA-114; 24-LA-115; 24-LA-116; DMS PROJECT NO. 100647, DAVID & TAYLOR JORDAN; BRETT BARNHILL; TATE FARMS INC.", BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., NC FIRM LICENSE NO. C-3035, DRAWN BY BRIAN SOUVA, NC PLS LICENSE NO. 3873, DATED JANUARY, 2024, PROJECT NO: 330-330.0002, TATUM TOWNSHIP, COLUMBUS COUNTY, NORTH CAROLINA, AND RECORDED IN THE COLUMBUS COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 120 AT PAGE 3536 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 3/4" IRON PIPE, FROM SAID IRON PIPE SOUTH 73°46'55" WEST 838.96 FEET TO THE POINT OF BEGINNING, A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE FROM SAID BEGINNING POINT SOUTH 69°31'11" EAST A DISTANCE OF 773.63 FEET TO A 5/8 REBAR 3 1/4" ALUMINUM CAP; THENCE SOUTH 08°47'41" WEST A DISTANCE OF 271.93 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 02°50'29" WEST A DISTANCE OF 427.25 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 80°41'48" EAST A DISTANCE OF 938.73 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 78°27'12" EAST A DISTANCE OF 481.24 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 12°16'20" EAST A DISTANCE OF 228.62 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 66°40'10" WEST A DISTANCE OF 353.20 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 76°07'21" WEST A DISTANCE OF 478.85 FEET TO A DRILL HOLE IN A BRIDGE FOUND; THENCE SOUTH 75°03'39" WEST A DISTANCE OF 902.94 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 14°48'58" WEST A DISTANCE OF 238.42 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 16°29'37" WEST A DISTANCE OF 599.43 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 79°57'06" WEST A DISTANCE OF 627.61 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 10°45'06" EAST A DISTANCE OF 763.82 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 35°18'33" EAST A DISTANCE OF 335.84 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 08°32'59" WEST A DISTANCE OF 522.86 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 13°48'59" EAST A DISTANCE OF 600.56 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 46.312 ACRES, 2,017,349 SQUARE FEET.



2024001976

COLUMBUS CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

04-19-2024 02:35:39 PM

KANDANCE H. BULLOCK
REGISTER OF DEEDS

BY: NIKAILA WATKINS
DEPUTY

BK: RB 1346

PG: 18-29

STATE OF NORTH CAROLINA

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

Excise Tax: \$0.00

COLUMBUS COUNTY

SPO File Number: 24-LA-116

DMS Project Number: #100647

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 19 day of April, 2024, by Tate Farms, Inc., a North Carolina corporation, (“**Grantor**”), whose mailing address is 2323 Borough Road, Currie, NC 28435, 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 Water & Land Solutions, L.L.C., 7721 Six Forks Road, Suite 130, Raleigh, NC 27615 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 416888198-01.

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 Tatum Township, Columbus County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 44.50 acres and

being conveyed to the Grantor by deed as recorded in **Deed Book 270 at Page 44** of the Columbus 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 Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of Lumber River Basin (Cataloging Unit 03040203).

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:

BEING THAT AREA IDENTIFIED AS CONSERVATION EASEMENT AREA C, CONTAINING 2.896 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, COW TAIL, SPO #: 24-LA-114; 24-LA-115; 24-LA-116; DMS PROJECT NO. 100647, DAVID & TAYLOR JORDAN; BRETT BARNHILL; TATE FARMS INC.", BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., NC FIRM LICENSE NO. C-3035, DRAWN BY BRIAN SOUVA, NC PLS LICENSE NO. 3873, DATED JANUARY, 2024, PROJECT NO: 330-330.0002, TATUM TOWNSHIP, COLUMBUS COUNTY, NORTH CAROLINA, AND RECORDED IN THE COLUMBUS COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT **PLAT BOOK 120** AT **PAGE 35-36** (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

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.

NCDMS Full Delivery Conservation Easement Template

AG reviewed 27 October 2023

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 such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein ("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. 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 non-native 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.

O. Ditch Maintenance Zone. Grantor reserves the right to the areas as shown on the Survey for the following purposes (the "Ditch Maintenance Zone"):

- Manage, mow and clear vegetation, wood, and other debris from the banks and ditch channels within the Ditch Maintenance Zone. Such management of the Ditch Maintenance Zone for the purposes of maintaining the Property shall be done using best management practices and in a manner that will minimize any negative impacts to the Conservation Easement Area and the purposes of this Conservation Easement.

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.

D. 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.

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 and shall be binding on any successor owners.

F. 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

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., § 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.

Tate Farms, Inc.

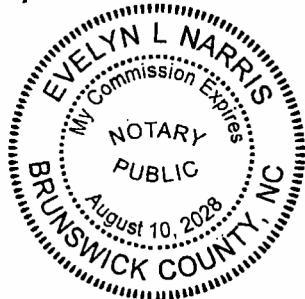
a North Carolina corporation

By: MARY LACEY TATE - CORRECT
Name: MARY LACEY TATE
Title: PRESIDENT

NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public in and for the County and State aforesaid, do hereby certify that MARY LACEY TATE - CORRECT, personally appeared before me this day and acknowledged to me that he/she is the PRESIDENT of Tate Farms Inc., a North Carolina corporation, Grantor, and that he/she acknowledged to me that he/she voluntarily signed the foregoing document for the purposes therein expressed and in the representative capacity so stated. I have received satisfactory evidence of the principal's identity in the form of NC DL.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 19th day of APRIL, 2024.



Evelyn L. Narris
Signature of Notary Public
EVELYN L. NARRIS
Printed Name of Notary Public
My Commission Expires: August 10, 2028

[AFFIX NOTARIAL STAMP-SEAL]

NORTH CAROLINA COMBES COUNTY
The foregoing or annexed certificate(s) of

Evelyn L. Narris

Notary Public (has) (have) been verified to have a signature, seal or stamp, and expiration date. This instrument and the certificate are duly registered at the Deed Office and in the book and page shown on the last page thereof.

Hendence H. Bullock

Register of Deeds
AG reviewed 27 October 2023
Nikolaus Walter

Ret To: Chris Santella
7721 Silk Parks Rd Suite 130
Raleigh NC 27615

Exhibit A**Conservation Easement Area**

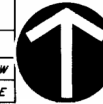
BEING THAT AREA IDENTIFIED AS CONSERVATION EASEMENT AREA C, CONTAINING 2.896 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, COW TAIL MITIGATION PROJECT, SPO #: 24-LA-114; 24-LA-115; 24-LA-116; DMS PROJECT NO. 100647 OWNER BRETT PATRICK BARNHILL, DAVID ELLIS JORDAN, TAYLOR J. JORDAN", BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., NC FIRM LICENSE NO. C-3035, DRAWN BY BRIAN SOUVA, NC PLS LICENSE NO. 3873, DATED NOVEMBER, 2023, PROJECT NO: 330-330, TATUM TOWNSHIP, COLUMBUS COUNTY, NORTH CAROLINA, AND RECORDED IN THE COLUMBUS COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 120 AT PAGE 35-36 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD TRACK CORNER, FROM SAID CORNER SOUTH 12°16'20" EAST 556.92 FEET TO THE POINT OF BEGINNING A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE FROM SAID BEGINNING POINT NORTH 85°20'01" EAST A DISTANCE OF 495.64 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 22°28'04" EAST A DISTANCE OF 151.15 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE SOUTH 63°07'14" WEST A DISTANCE OF 535.34 FEET TO A 5/8 REBAR WITH 3 1/4" ALUMINUM CAP; THENCE NORTH 12°16'20" WEST A DISTANCE OF 349.38 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 2.896 ACRES, 126,159 SQUARE FEET.

SEE SHEET 2 FOR CERTIFICATIONS

NOTE: DITCHES SHOWN HEREON ARE APPROXIMATE

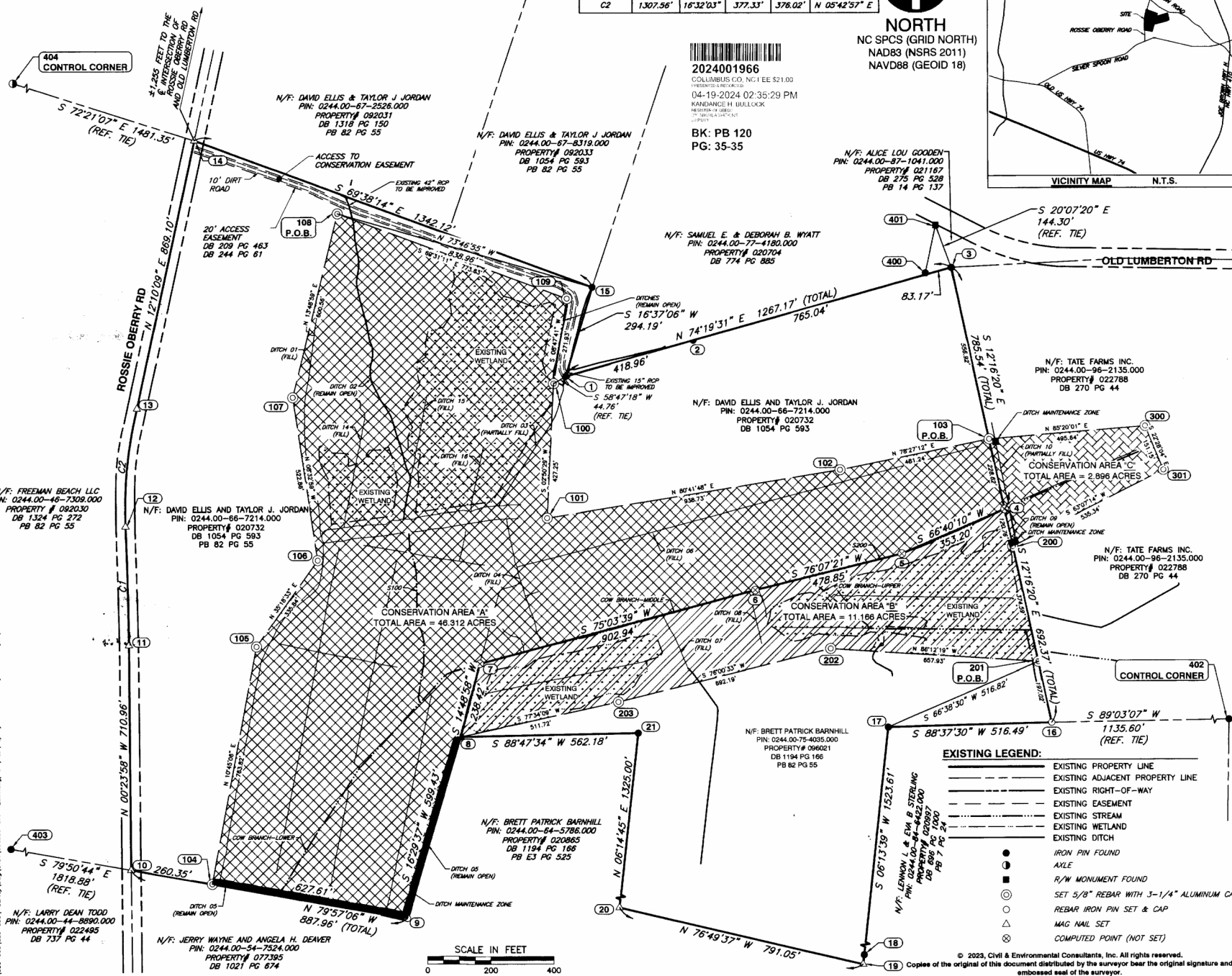
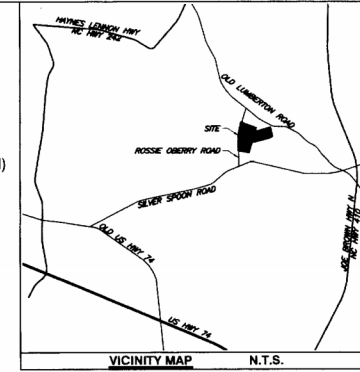
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	10048.78'	2°09'07"	377.45'	377.43'	N 01°28'32" W
C2	1307.56'	16°32'03"	377.33'	376.02'	N 05°42'57" E



NORTH
NC SPCS (GRID NORTH)
NAD83 (NSRS 2011)
NAVD88 (GEOID 18)



2024001966
COLUMBUS CO. NC: 1 EE 521.00
(PRESENT & REVOKED)
04-19-2024 02:35:29 PM
KANDANCE H BULLOCK
REGISTERED SURVEYOR
C-1007
BK: PB 120
PG: 35-35



Civil & Environmental Consultants, Inc.
777 Lowndes Hill Road · Building 2, Suite 100 · Greenville, SC 29607
Ph: 864.626.3140 · 855.574.4331 · Fax: 864.626.3135
www.cedinc.com

CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES COW TAIL

TATUM TOWNSHIP COLUMBUS COUNTY NORTH CAROLINA

DRAWING NO: **SV-01**
SHEET 1 OF 2

- EXISTING LEGEND:**
- EXISTING PROPERTY LINE
 - EXISTING ADJACENT PROPERTY LINE
 - - - EXISTING SET-BACK
 - - - EXISTING EASEMENT
 - - - EXISTING STREAM
 - - - EXISTING WETLAND
 - - - EXISTING DITCH
 - IRON PIN FOUND
 - AXLE
 - R/W MONUMENT FOUND
 - SET 5/8" REBAR WITH 3-1/4" ALUMINUM CAP
 - REBAR IRON PIN SET & CAP
 - △ MAG NAIL SET
 - COMPUTED POINT (NOT SET)

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Copies of the original of this document distributed by the surveyor bear the original signature and embossed seal of the surveyor.

PB 120 PG 35 Pg 1 of 2

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RANDALL H. SOUZA
Professional Land Surveyor
No. 11007
BK: PB 120
PG: 36-36

ALL PARCEL OWNERSHIP WAS OBTAINED FROM THE COLUMBUS COUNTY CLERKS OFFICE IN NOVEMBER OF 2023, IT IS NOT THE INTENT OF THIS MAP TO IDENTIFY AND STATE OWNERSHIP OF ADJOINING PARCELS. THE ADJOINED NAMES, ACREAGE AND LINE LOCATIONS ARE ONLY LISTED ON THIS MAP TO MORE CLEARLY SHOW THE PHYSICAL LOCATION OF THE PROPERTY SURVEYED.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CEC, INC. TO DETERMINE OWNERSHIP, OR EASEMENTS OF RECORD AND CONSEQUENTLY MAY NOT DEPICT ALL MATTERS AFFECTING THE PROPERTY SHOWN HEREON. UTILITY EASEMENTS, AND/OR UNDERGROUND UTILITIES MAY EXIST ON THIS PROPERTY THAT HAVE NOT BEEN VERIFIED BY THIS SURVEY.

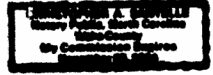
4/19/2024
David Ellis Jordan
Taylor J. Jordan

CERTIFICATE OF OWNERSHIP AND DEDICATION

PIN: 0244.00-66-7214.000
I (WE) HEREBY CERTIFY THAT I (WE) AM (ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON. THAT THE PARCEL(S) WAS (WERE) CONVEYED BY DEED BOOK 1054, PAGE 593 OF THE COLUMBUS COUNTY REGISTER, AND THAT I (WE) ADOPT THIS CONSERVATION EASEMENT PLAN AND GRANT OR CONVEY THE EASEMENT(S) HEREON WITH ITS FREE CONSENT. FURTHER, I (WE) HEREBY CERTIFY THAT THE LAND SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF COLUMBUS COUNTY, NORTH CAROLINA.

Notary Public: Christopher A. Santelle
A NOTARY PUBLIC FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DAVID ELLIS JORDAN AND TAYLOR J. JORDAN PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY OFFICIAL STAMP OR SEAL THIS 19 DAY OF April, 2024.



4/19/2024
DATE

4/19/2024
DATE

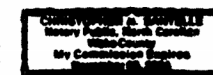
MY COMMISSION EXPIRES: 11/5/2024

CERTIFICATE OF OWNERSHIP AND DEDICATION

PIN: 0244.00-75-4035.000
I (WE) HEREBY CERTIFY THAT I (WE) AM (ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON. THAT THE PARCEL(S) WAS (WERE) CONVEYED BY DEED BOOK 1194, PAGE 166 OF THE COLUMBUS COUNTY REGISTER, AND THAT I (WE) ADOPT THIS CONSERVATION EASEMENT PLAN AND GRANT OR CONVEY THE EASEMENT(S) HEREON WITH ITS FREE CONSENT. FURTHER, I (WE) HEREBY CERTIFY THAT THE LAND SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF COLUMBUS COUNTY, NORTH CAROLINA.

Notary Public: Christopher A. Santelle
A NOTARY PUBLIC FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT BRETT PATRICK BARNHILL PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY OFFICIAL STAMP OR SEAL THIS 16 DAY OF April, 2024.



4-18-2024
DATE

MY COMMISSION EXPIRES: 11/5/2024

CERTIFICATE OF OWNERSHIP AND DEDICATION

PIN: 0244.00-96-2195.000
I (WE) HEREBY CERTIFY THAT I (WE) AM (ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON. THAT THE PARCEL(S) WAS (WERE) CONVEYED BY DEED BOOK 270, PAGE 44 OF THE COLUMBUS COUNTY REGISTER, AND THAT I (WE) ADOPT THIS CONSERVATION EASEMENT PLAN AND GRANT OR CONVEY THE EASEMENT(S) HEREON WITH ITS FREE CONSENT. FURTHER, I (WE) HEREBY CERTIFY THAT THE LAND SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF COLUMBUS COUNTY, NORTH CAROLINA.

Notary Public: Evelyn L. Nemes
A NOTARY PUBLIC FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT TATE FARMS INC. PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY OFFICIAL STAMP OR SEAL THIS 19th DAY OF April, 2024.



4-19-2024
DATE

MY COMMISSION EXPIRES: August 10, 2024

Table with 4 columns: POINT NUMBER, NORTHING, EASTING, DESCRIPTION. Contains 40 rows of survey data including rebar locations, open top pipes, and aluminum caps.

REGISTER OF DEEDS

STATE OF NORTH CAROLINA, COLUMBUS COUNTY THE FOREGOING CERTIFICATE OF NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDED IN MAP BOOK _____ PAGE _____ THIS _____ DAY OF _____, 20 _____ AT _____ A.M./P.M.

REGISTER OF DEEDS CLERK

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA COUNTY OF COLUMBUS I, Chris FormDuval, REVIEW OFFICER OF COLUMBUS COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Chris FormDuval
REVIEW OFFICER

4-18-2024
DATE

SURVEYOR'S CERTIFICATION:

I, BRIAN L. SOUZA, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BY DEEDS REFERENCED ON THE FACE OF THIS PLAN. THAT DASHED LINES INDICATE LINES NOT SURVEYED AND DRAWN FROM INFORMATION FOUND IN REFERENCED DEEDS; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10,000; AND THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I ALSO HEREBY CERTIFY THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF A SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL. DATE OF PLAN OR MAP: JUNE 2, 2023 (SURVEYOR'S SEAL)



(SIGNATURE OF SURVEYOR)
PRINTED NAME: BRIAN L. SOUZA

(PROFESSIONAL LAND SURVEYOR)
STATE OF NORTH CAROLINA

REGISTRATION NO. L-3873

THIS SURVEY DOES NOT CREATE A SUBDIVISION IN COLUMBUS COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY PARCEL BOUNDARY LINES.

SURVEYOR'S NOTES:

- 1) CEC RETAINS TITLE TO ALL DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS ("WORK PRODUCT") FURNISHED TO THE CLIENT AND INTENDED FOR USE IN CONNECTION WITH PROJECTS UNDER OUR AGREEMENT WITH THE CLIENT. THE CLIENT IS GRANTED A LIMITED LICENSE TO USE AND REPRODUCE THE WORK PRODUCT PREPARED BY CEC FOR USE IN THE EXECUTION OF THE PROJECT(S) UNDER THE AGREEMENT. THE WORK PRODUCT IS NOT TO BE USED BY THE CLIENT OR OTHER CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, OR OTHER THIRD PARTIES ON OTHER PROJECTS WITHOUT THE EXPRESS WRITTEN CONSENT OF CEC.
- 2) PURSUANT TO THE PROVISIONS OF THE NORTH CAROLINA CODE OF LAWS, THIS PLAN, SPECIFICATION, OR PLAN SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE, AND DATE AFFIXED. FURTHERMORE, THIS PLAN, SPECIFICATION, OR PLAN DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.
- 3) THE WORDS "CERTIFY", "CERTIFIES" OR "CERTIFICATION" AS USED HEREIN ARE UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF. AS SUCH, DO NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.
- 4) THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.
- 5) THIS IS NOT A BOUNDARY PLAT.
- 6) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, ORDINANCES, COVENANTS AND RESTRICTIONS, RECORDED OR UNRECORDED.
- 7) PROPERTY SHOWN HEREON IS SUBJECT TO THE RULES, REGULATIONS, ORDINANCES, AND/OR JURISDICTIONS OF LOCAL, STATE, AND/OR FEDERAL AGENCIES, IF ANY. THE REQUIREMENTS OF SAID RULES, REGULATIONS, ORDINANCES, AND/OR THE LIMITS OF SAID JURISDICTIONS ARE NOT SHOWN HEREON UNLESS STATED OTHERWISE.
- 8) THE BASIS OF BEARING IS GRID NORTH DERIVED FROM VIRTUAL REFERENCE STATION METHODS USING THE NORTH AMERICAN DATUM OF 1983 (NAD83 2011) STATE PLANE COORDINATES. NORTH CAROLINA ZONE 3000. THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 ELEVATIONS BASED ON GEOID 2010. THIS DATUM WAS DERIVED FROM THE VIRTUAL REFERENCE STATION OF NORTH CAROLINA.
- 9) ALL DISTANCE SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. DISTANCES SHOWN ARE IN US SURVEY FOOT AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
- 10) THE SUBJECT PARCEL SURVEYED IS LOCATED IN A MINIMAL FLOOD ZONE. FLOOD PLAIN ZONE: X FEMA PANEL NUMBER: 3720024400J EFFECTIVE DATE: 01/06/2007
- 11) SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- 12) NO ATTEMPT WAS MADE TO DETERMINE WETLANDS OR OTHER ENVIRONMENTAL ISSUES, UNLESS OTHERWISE NOTED.
- 13) AREA COMPUTED BY COORDINATE COMPUTATION METHOD.
- 14) THIS SURVEY CREATES THE BOUNDARIES OF A CONSERVATION EASEMENT ONLY. THE LAND PARCELS AND THEIR RESPECTIVE BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT ARE NOT CHANGED BY THIS PLAN.
- 15) THE CONTRACTOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. CAPS SHALL MEET DMS SPECIFICATIONS (BERNSTEIN RD3523, IMPRINTED WITH NC STATE LOGO #90807 OR EQUIVALENT). AFTER INSTALLATION, CAPS SHALL BE STAMPED WITH THE CORRESPONDING NUMBER FROM THE TABLE OF COORDINATES ON THE SURVEY.
- 16) THE PURPOSE OF THIS PLAN IS TO IDENTIFY THE LOCATION OF THE CONSERVATION EASEMENTS DEPICTED HEREIN, TO PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID CONSERVATION EASEMENTS AND TO PROVIDE ACCESS EASEMENTS OVER THE ASSOCIATED LANDS. THIS PLAN DOES NOT CREATE NEW PROPERTY LINES OR AFFECT ANY EXISTING PROPERTY LINES.
- 17) THE RIGHT OF NON-EXCLUSIVE INGRESS, EGRESS, AND REGRESS OVER THE SUBJECT PROPERTY AND OVER ALL EXISTING PATHS/ROADS TRANSECTING THE PROPERTY INCLUDING THE NONEXCLUSIVE RIGHT OF INGRESS, EGRESS AND REGRESS OVER THE 20', ARE RESERVED BY THE GRANTOR(S) AND THE GRANTEE(S) OF THE CONSERVATION EASEMENT(S) AS SET FORTH HEREIN AND IN THE CONSERVATION EASEMENT DEEDS RECORDED IN CONNECTION WITH THIS CONSERVATION EASEMENT PLAN.
- 18) THE STATE OF NORTH CAROLINA, ITS EMPLOYEES AND AGENT, SUCCESSORS AND ASSIGNS, RECEIVE A PERPETUAL RIGHT OF ACCESS TO THE EASEMENT AREA OVER THE PROPERTY AT REASONABLE TIMES TO UNDERTAKE ANY ACTIVITIES TO RESTORE, CONSTRUCT, MANAGE, MAINTAIN, ENHANCE, AND MONITOR THE STREAM, WETLAND AND ANY OTHER RIPARIAN RESOURCES IN THE EASEMENT AREA, IN ACCORDANCE WITH RESTORATION ACTIVITIES OR A LONG-TERM MANAGEMENT PLAN AS DESCRIBED IN SECTION III.A OF THE CONSERVATION EASEMENT AGREEMENT.
- 19) THE DITCHES SHOWN ON SHEET 1 OF THIS PLAN SET ARE APPROXIMATE LOCATIONS ONLY.

Civil & Environmental Consultants, Inc.
777 Lowndes Hill Road - Building 2, Suite 100 - Greenville, SC 29607
Ph: 864.626.3140 - Fax: 864.626.3135
www.cecinc.com

CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES COW TAIL
SPO #24-LA-114; 24-LA-115; 24-LA-116; DMS PROJECT NO. 100647
PIN: 0244.00-66-7214-0000; 0244.00-75-4035-0000; AND 0244.00-96-2195-0000
OWNER: DAVID & TAYLOR JORDAN; BRETT BARNHILL; TATE FARMS INC.

TATUM TOWNSHIP COLUMBUS COUNTY NORTH CAROLINA
DATE: JAN. 2024
DRAWN BY: KES
HOB & CJB
CHECKED BY: T-200
PROJECT NO: 330-330-0002
APPROVED BY: BLS
DRAWING NO.: SV-01
SHEET 2 OF 2

PB 120 PG 36 PG 2 of 2