

# Thunder Phase B

## Wayne County

Project ID #100651

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.



**BK 3875 PG 358 - 371**

**Excise Tax \$1,400.00**  
**STATE OF NORTH CAROLINA**

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

**WAYNE COUNTY**

**SPO File Number: 96-LA-188**  
**DMS Project Number: 100651**

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 7<sup>th</sup> day of February, 2024, by Restoration Systems, LLC, a North Carolina limited liability company (“**Grantor**”), whose mailing address is 1101 Haynes Street, Suite 211, Raleigh, NC 27604, to the State of North Carolina (“**Grantee**”), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly Department of Environment and Natural Resources), for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

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

**WHEREAS**, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between Restoration Systems, LLC, a North Carolina limited liability company, 1101 Hayes Street, Suite 211, Raleigh, NC 27604 and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 519674731-03.

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

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

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

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

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

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

**WHEREAS**, Grantor owns in fee simple certain real property situated, lying, and being in Brogden Township, Wayne County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately **82.66** acres and being conveyed to the Grantor by deed as recorded in **Deed Book 3642 at Page 355** of the Wayne County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

BEING ALL of Conservation Easement Area 3 containing a total of approximately **0.51 acres**, Conservation Easement Area 4 containing a total of approximately **2.19 acres**, Conservation Easement Area 5 containing a total of approximately **4.09 acres**, Conservation Easement Area 6 containing a total of approximately **3.47 acres**, and Conservation Easement Area 7 containing approximately **3.22 acres** for a total of **13.48 acres**, as shown on the plat of survey titled "Conservation Easement for the State of North Carolina Division of Mitigation Services, over and across a Portion of the Lands Currently Owned by Restoration Systems, LLC, Current Owners per D.B. 3642, Pg. 355 (PIN Numbers 2563511701), DMS Project ID 100651, SPO File Number 96-LA-188, Thunder – Phase B" in Brogden Township, Wayne County, North Carolina, dated October 4, 2023, by John A. Rudolph, PLS Number L-4194, K2 Design Group, and recorded in the Wayne County, North Carolina Register of Deeds at Plat Cabinet P, Slide 100-J, Deed Book 3873, Page 174.

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

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

## I. DURATION OF EASEMENT

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

## II. ACCESS EASEMENT

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

## III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

- A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.
- B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.
- C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

- D. Damage to Vegetation.** Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.
- E. Industrial, Residential and Commercial Uses.** All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.
- F. Agricultural Use.** All agricultural uses are prohibited within the Conservation Easement Area including any use for cropland, waste lagoons, or pastureland.
- G. New Construction.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.
- H. Roads and Trails.** There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement.
- All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.
- I. Signs.** No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.
- J. Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.
- K. Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.
- L. Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

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

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

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

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

#### **IV. GRANTEE RESERVED USES**

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

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

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

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

area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

**E. Crossing Area(s).** The Grantee is not responsible for maintenance of crossing area(s), however, the Grantee, its employees and agents, successors or assigns, reserve the right to repair crossing area(s), at its sole discretion and to recover the cost of such repairs from the Grantor if such repairs are needed as a result of activities of the Grantor, his successors or assigns.

## V. ENFORCEMENT AND REMEDIES

**A. Enforcement.** To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

**B. Inspection.** The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions and restrictions of this Conservation Easement.

**C. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes.

**D. Costs of Enforcement.** Beyond regular and typical monitoring expenses, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor,



including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

**E. No Waiver.** Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

## **VI. MISCELLANEOUS**

**A.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

**B.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

**C.** Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

**D.** Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

**E.** The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

**F.** This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The owner of the Property shall notify the State Property Office and the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property or of any request to void or modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager  
NC State Property Office  
1321 Mail Service Center  
Raleigh, NC 27699-1321

and

General Counsel  
US Army Corps of Engineers  
69 Darlington Avenue  
Wilmington, NC 28403

**G.** The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

## **VII. QUIET ENJOYMENT**

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

**TO HAVE AND TO HOLD**, the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes,

**AND** Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

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

Restoration Systems, LLC,  
a North Carolina limited liability company

By: *John Preyer* (SEAL)  
Name: John Preyer  
Title: Director of Operations

STATE OF NORTH CAROLINA

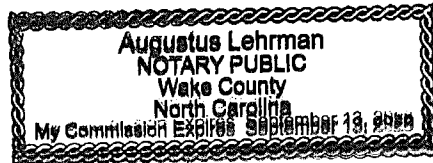
COUNTY OF WAKE

I, Augustus Lehrman, a Notary Public in and for the County and State aforesaid, do hereby certify that John Preyer, as Director of Operations of Restoration Systems, LLC, as Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 5 day of February, 2024.

*Augustus Lehrman*  
Notary Public

My commission expires:  
9/13/28



**Exhibit A**  
Legal Description

**Conservation Easement Area 3**

BEING ALL OF "Conservation Easement Area 3" of the Thunder Site – Phase B over a portion of the land of Restoration Systems, LLC (PIN No. 2563511701) lying and being situated in Brogden Township, Wayne County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 1 and being located North 71°05'59" West 299.04 feet from an iron stake (Point No. 66) with N.C. Grid Coordinates N= 531,051.1459', E= 2,264,151.4264' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 1), North 63°15'57" West 118.19' to a concrete monument;  
thence North 33°09'49" East 294.61' to an iron stake;  
thence South 00°48'43" West 189.56' to an iron stake;  
thence South 25°38'34" West 122.29' to an iron stake;  
which is the point of beginning, having an area of approximately 0.51 acres.

**Conservation Easement Area 4**

BEING ALL OF "Conservation Easement Area 4" of the Thunder Site – Phase B over a portion of the land of Restoration Systems, LLC (PIN No. 2563511701) lying and being situated in Brogden Township, Wayne County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 56 and being located North 87°37'16" West 88.18 feet from an iron stake (Point No. 66) with N.C. Grid Coordinates N= 531,051.1459', E= 2,264,151.4264' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 56), North 17°20'49" East 190.21' to an iron stake;  
thence North 03°18'57" East 187.60' to an iron stake;  
thence North 21°09'06" East 78.18' to an iron stake;  
thence North 54°28'18" East 155.73' to an iron stake;  
thence South 14°01'03" East 161.27' to an iron stake;  
thence South 05°39'54" West 109.00' to an iron stake;  
thence South 11°56'59" West 213.20' to an iron stake;  
thence South 07°10'00" West 130.74' to an iron stake;  
thence with a curve with a radius of 2280.42', a chord bearing of North 69°32'53" West, and a chord length of 203.17', to an iron stake;  
which is the point of beginning, having an area of approximately 2.19 acres.

### **Conservation Easement Area 5**

BEING ALL OF "Conservation Easement Area 5" of the Thunder Site – Phase B over a portion of the land of Restoration Systems, LLC (PIN No. 2563511701) lying and being situated in Brogden Township, Wayne County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 46 and being located North 86°19'20" East 323.44 feet from an iron stake (Point No. 66) with N.C. Grid Coordinates N= 531,051.1459', E= 2,264,151.4264' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 46), North 10°49'19" East 339.81' to an iron stake;  
thence North 09°28'51" West 221.34' to an iron stake;  
thence North 07°35'21" West 173.85' to an iron stake;  
thence North 33°00'50" East 167.29' to an iron stake;  
thence North 17°09'50" East 143.55' to an iron stake;  
thence North 09°24'34" East 191.57' to an iron stake;  
thence North 31°05'29" West 171.59' to an iron stake;  
thence North 39°34'36" East 194.84' to an iron stake;  
thence South 63°12'15" East 103.21' to an iron stake;  
thence South 34°52'31" West 136.91' to an iron stake;  
thence South 24°38'04" East 86.42' to an iron stake;  
thence South 12°42'49" East 72.97' to an iron stake;  
thence South 08°29'49" West 182.12' to an iron stake;  
thence South 17°12'51" West 180.39' to an iron stake;  
thence South 28°37'19" West 173.06' to an iron stake;  
thence South 10°22'08" East 277.32' to an iron stake;  
thence South 04°45'07" East 70.21' to an iron stake;  
thence South 09°02'53" West 501.43' to an iron stake;  
thence with a curve with a radius of 2980.27', a chord bearing of North 79°17'29" West, and a chord length of 96.66', to an iron stake;  
thence North 77°30'37" West 4.50', to an iron stake;  
thence North 05°57'47" East 144.77', to an iron stake;  
which is the point of beginning, having an area of approximately 4.09 acres.

### **Conservation Easement Area 6**

BEING ALL OF "Conservation Easement Area 6" of the Thunder Site – Phase B over a portion of the land of Restoration Systems, LLC (PIN No. 2563511701) lying and being situated in Brogden Township, Wayne County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 80 and being located South 78°48'01" East 954.52 feet from an iron stake (Point No. 66) with N.C. Grid Coordinates N= 531,051.1459', E= 2,264,151.4264' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 80), North 01°18'19" East 297.20' to an iron stake;  
thence North 13°56'03" West 94.45' to an iron stake;  
thence North 04°14'26" West 236.85' to an iron stake;  
thence North 11°14'35" East 76.47' to an iron stake;  
thence North 25°31'47" East 64.45' to an iron stake;  
thence North 42°29'10" East 62.98' to an iron stake;  
thence North 56°40'08" East 57.66' to an iron stake;  
thence North 73°01'35" East 279.74' to an iron stake;  
thence North 31°37'47" East 145.65' to an iron stake;  
thence North 65°07'33" West 53.68' to an iron stake;  
thence North 81°52'44" East 174.36' to an iron stake;  
thence South 06°49'49" East 13.32' to an iron stake;  
thence South 17°39'55" West 71.51' to an iron stake;  
thence South 32°40'36" West 204.19' to an iron stake;  
thence South 72°01'57" West 316.40' to an iron stake;  
thence South 45°33'59" West 57.98' to an iron stake;  
thence South 02°41'47" East 508.39' to an iron stake;  
thence South 04°28'47" West 187.84' to an iron stake;  
thence with a curve turning to the right with an arc length of 104.32', a radius of 2980.27', a chord bearing of South 88°33'17" West, and a chord length of 104.31', to an iron stake;  
which is the point of beginning, having an area of approximately 3.47 acres.

#### **Conservation Easement Area 7**

BEING ALL OF "Conservation Easement Area 7" of the Thunder Site – Phase B over a portion of the land of Restoration Systems, LLC (PIN No. 2563511701) lying and being situated in Brogden Township, Wayne County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 26 and being located South 82°22'24" East 1257.19 feet from an iron stake (Point No. 66) with N.C. Grid Coordinates N= 531,051.1459', E= 2,264,151.4264' (NAD '83, 2011).

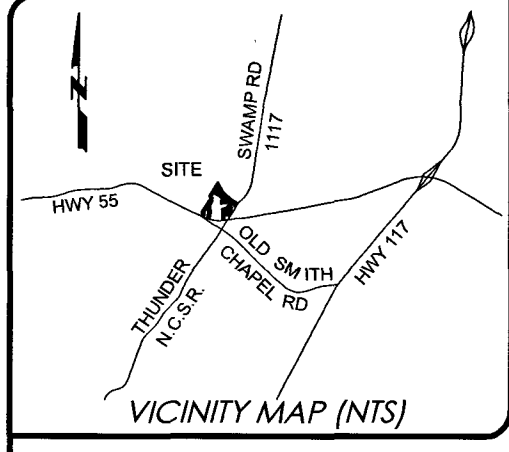
Thence from the Point of Beginning (Point No. 26), North 03°09'53" East 205.97' to an iron stake;  
thence North 03°23'34" West 71.34' to an iron stake;  
thence South 85°27'13" East 291.20' to an iron stake;  
thence North 52°47'01" East 69.55' to an iron stake;  
thence North 18°55'59" East 453.33' to an iron stake;  
thence North 01°54'04" West 58.10' to an iron stake;  
thence North 23°14'34" West 143.06' to an iron stake;  
thence North 17°28'16" East 66.56' to an iron stake;  
thence South 62°43'56" East 67.63' to an iron stake;  
thence South 02°49'59" West 32.95' to an iron stake;  
thence South 02°07'33" West 497.44' to an iron stake;  
thence South 19°17'20" West 153.32' to an iron stake;  
thence South 19°40'15" West 156.86' to an iron stake;

thence South  $20^{\circ}37'03''$  West 67.16' to an iron stake;  
thence South  $79^{\circ}42'34''$  West 131.82' to an iron stake;  
thence with a curve turning to the right with an arc length of 247.73', a radius of 2980.27', a chord bearing of South  $81^{\circ}12'30''$  West, and a chord length of 247.66', to an iron stake;  
which is the point of beginning, having an area of approximately 3.22 acres.

ALL OF THE FOREGOING CONSERVATION EASEMENT AREAS as shown on plat of survey titled "Conservation Easement for the State of North Carolina Division of Mitigation Services, over and across a Portion of the Lands Currently Owned by Restoration Systems, LLC, Current Owners per D.B. 3642, Pg. 355 (PIN Numbers 2563511701), DMS Project ID 100651, SPO File Number 96-LA-188, Thunder – Phase B" in Brogden Township, Wayne County, North Carolina, dated October 4, 2023, by John A. Rudolph, PLS Number L-4194, K2 Design Group, and recorded in the Wayne County, North Carolina Register of Deeds at Plat Cabinet P, Slide 100-J, Deed Book 3873, Page 174.

P-100-J(1/2)

Bh 3873, Pg 174



DEED REFERENCE(S): BEING A PORTION OF THE PROPERTY RECORDED IN D.B. 3642, PG. 355, OF THE WAYNE COUNTY REGISTER OF DEEDS.

MAP REFERENCE(S): P.C. P. SL. 43-J P.C. P. SL. 44-A

NCDOT RIGHT OF WAY REFERENCE(S): NC HIGHWAY 55 RIGHT OF WAY WIDTH PROVIDED BY NCDOT, DIVISION 4 RIGHT OF WAY OFFICE, WILSON, NC (PROJECT NO. 8.12872)

THUNDER SWAMP RIGHT OF WAY WIDTH PROVIDED BY NCDOT, DIVISION 4 RIGHT OF WAY OFFICE, WILSON, NC (PROJECT NO. 17BP.4.R.91)

OWNER'S CERTIFICATE (PIN 2563511701):

I (We) hereby certify that I (we) am (are) the owner(s) of the property shown and described herein which property was conveyed to me (us) by deed recorded at D.B. 3642, pg. 355, Wayne County Registry, and that (I) we hereby adopt the plan of the conservation easement with our free consent. Further, (I) we hereby certify that the land shown herein is within the subdivision regulation jurisdiction of Wayne County, North Carolina.

1-23-24 Date John P. Pieper Restoration Systems, LLC Representative

STATE OF NORTH CAROLINA COUNTY OF WAYNE

Filed for registration at 9:19:05 A.M. 1-29-2024 in the Register of Deeds

Office. Recorded in P.C. P. SL. 100-J

CONSTANCE B. COLEMAN

Deputy Clerk of Court

STATE OF NORTH CAROLINA COUNTY OF WAYNE

I, Barry Gray, Review Officer of Wayne County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

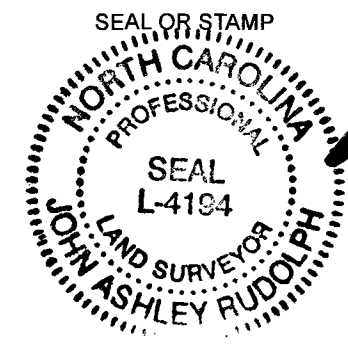
1/29/24 Date Review Officer

SURVEYORS CERTIFICATION(S)

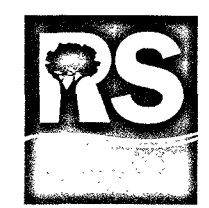
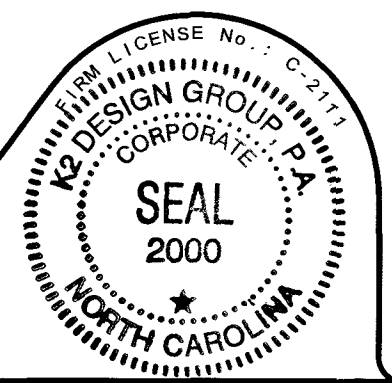
Surveyor's disclaimer: No attempt was made to locate any cemeteries, wetlands, hazardous material sites, underground utilities or any other features above, or below ground other than those shown. However, no visible evidence of cemeteries or utilities, aboveground or otherwise, was observed by the undersigned (other than those shown).

I certify that the survey is of another category such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision (conservation easement).

I, JOHN A. RUDOLPH, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book SEE, Page REES, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book page; that the ratio of precision or positional accuracy as calculated is 1/10,000±; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 4th day of October, A.D., 2023.



Professional Land Surveyor License Number L-4194



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

Table with 3 columns: LINE, BEARING, DISTANCE. Lists 165 line segments for the project.

Table with 6 columns: CURVE, ARC LENGTH, RADIUS, DELTA ANGLE, CHORD BEARING, CHORD LENGTH. Lists 9 curves for the project.

DATUM DESCRIPTION THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PLAT IS BASED ON NORTH CAROLINA STATE PLANE COORDINATES ESTABLISHED BY USING THE ONLINE POSITIONING USER SERVICE (OPUS) PROVIDED BY THE NATIONAL GEODETIC SURVEY.

Table with 3 columns: CORNERS, NORTHING, EASTING. Lists 96 corner coordinates for the project.

GENERAL NOTES: NOTE: TITLE COMMITMENT PROVIDED TO SURVEYOR ISSUED BY CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER: 21-05745RA DATED MARCH 30, 2021 AT 3:16PM

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

Table with 2 columns: CORNER #, DESCRIPTION. Lists 96 corner descriptions including rebar flush with grade and concrete markers.

FEMA FLOOD STATEMENT: THE PORTION OF THE AREA REPRESENTED BY THIS PLAT IS LOCATED IN A FLOOD HAZARD BOUNDARY ACCORDING TO FEMA MAP NUMBER(S) 3720256300K, ZONE(S) X, AE, FLOOD WAY SHADED X, DATED: JUNE 20, 2018.

Table with 3 columns: CONSERVATION EASEMENT AREA, RESTORATION SYSTEMS LLC, D.B. 3642 PG. 355, PIN NUMBER, ACRES±. Lists 7 conservation easement areas.

SHEET 1 OF 2 CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES OVER A PORTION OF THE LANDS OF RESTORATION SYSTEMS, LLC CURRENT OWNERS PER D.B. 3642, PG. 355, (PIN NUMBERS 2563511701) DMS PROJECT ID# 100651 SPO NUMBERS 96-LA-188 THUNDER - PHASE B

BROGDEN TOWNSHIP WAYNE COUNTY NORTH CAROLINA (THE FIELD SURVEY TOOK PLACE DURING MARCH-APRIL 2021) GRAPHIC SCALE 1" = 200'

DRAWN BY: R.P.E. DATE: 10/04/23 DWG. NO.: RSS501MR23 SURVEYED BY: J.A.R.

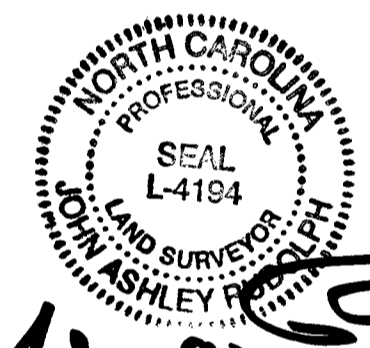
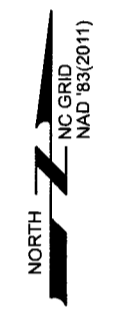
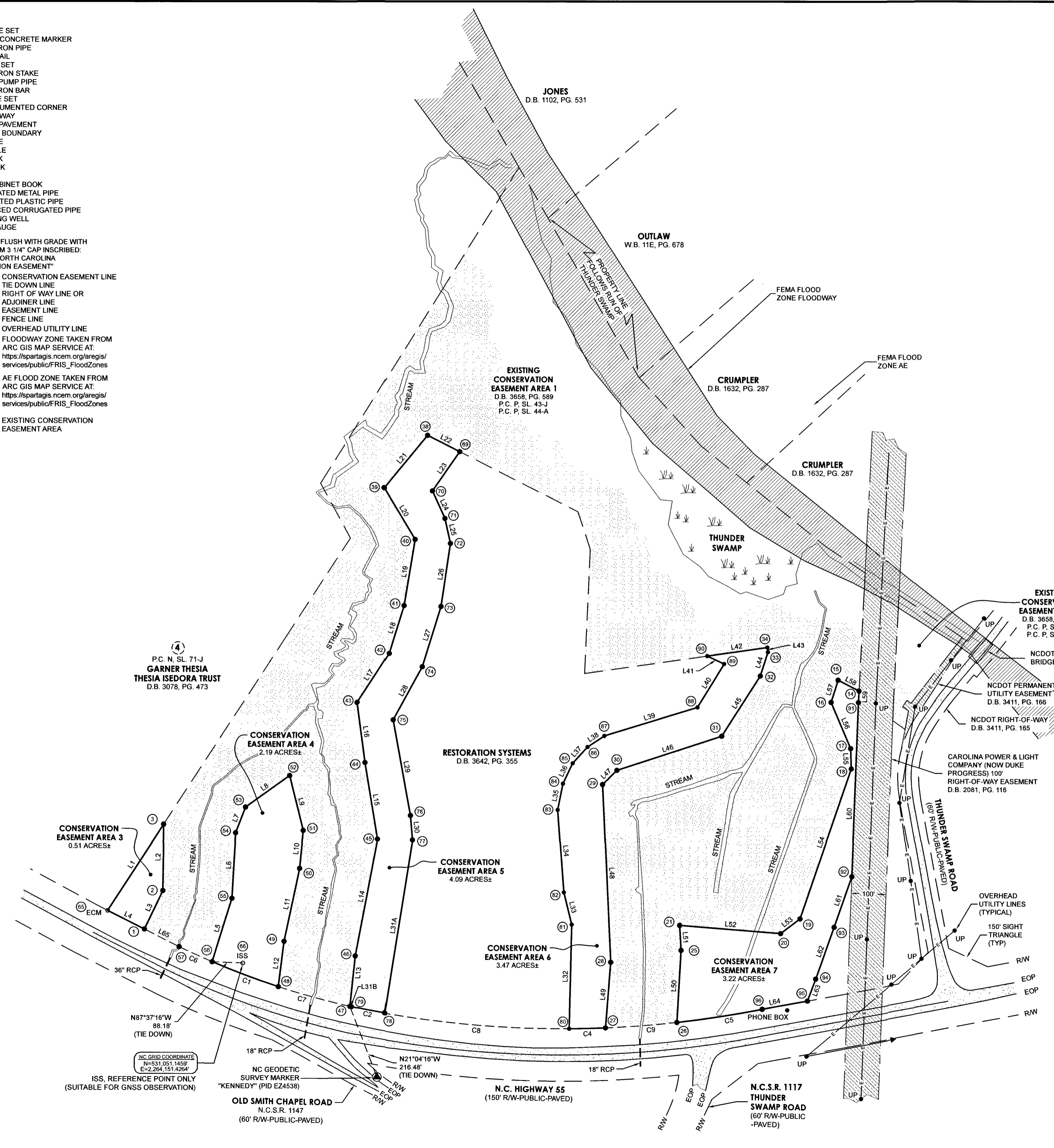
k2 design group 774 S. Beston Road La Grange, NC 28551 252.582.3097 www.k2designgroup.com



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

- No. 5 REBAR FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT"
- CONSERVATION EASEMENT LINE
  - TIE DOWN LINE
  - RIGHT OF WAY LINE OR ADJOINER LINE
  - EASEMENT LINE
  - FENCE LINE
  - E --- OVERHEAD UTILITY LINE
  - FLOODWAY ZONE TAKEN FROM ARC GIS MAP SERVICE AT: [https://spartagis.ncem.org/aregis/services/public/FRIS\\_FloodZones](https://spartagis.ncem.org/aregis/services/public/FRIS_FloodZones)
  - AE FLOOD ZONE TAKEN FROM ARC GIS MAP SERVICE AT: [https://spartagis.ncem.org/aregis/services/public/FRIS\\_FloodZones](https://spartagis.ncem.org/aregis/services/public/FRIS_FloodZones)
  - EXISTING CONSERVATION EASEMENT AREA

STATE OF NORTH CAROLINA  
 COUNTY OF WAYNE  
 Filed for registration at 9:19:05 A.M. 1-29-2024 in the Register of Deeds  
 Office. Recorded in P.C. P, SL 100-J  
 REGISTER OF DEEDS  
 Deputy Thedrick W. Eblman



*John Ashley R. Eblman*  
 01/22/2024

SHEET 2 OF 2  
**CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES OVER A PORTION OF THE LANDS OF RESTORATION SYSTEMS, LLC CURRENT OWNERS PER D.B. 3642, PG. 355, (PIN NUMBERS 2563511701) DMS PROJECT ID# 100651 SPO NUMBERS 96-LA-188 THUNDER - PHASE B**  
 BROGDEN TOWNSHIP WAYNE COUNTY NORTH CAROLINA  
 (THE FIELD SURVEY TOOK PLACE DURING MARCH-APRIL 2021)  
 GRAPHIC SCALE 1" = 200'