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Recorded: 12/02/2014 at 11:57:36 AM
Receipt#: 2014-00003523
Fee Amt: $26.00 Page 1 of 9
Revenue Tax: $0.00
Instr# 201400004554
Halifax, NC
Judy Evans-Barbee Register of Deeds
BK 2455 PG 739-747

STATE OF NORTH CAROLINA

COUNTY OF HALIFAX

MODIFICATION OF CONSERVATION EASEMENT

Prepared in part by: Ashley L. Warner
Perry, Perry & Perry
518 Plaza Blvd
Kinston, NC 28501
Return to: Perry, Perry & Perry

THIS MODIFICATION OF CONSERVATION EASEMENT ("**Modification**"), made this 18th day of November, 2014, by and between EBX-TAR PAM, LLC, a Maryland limited liability company, whose mailing address is 10055 Red Run Blvd., Suite 130, Owing Mills, MD 21117-4860, ("**Grantor**"), and the NORTH CAROLINA WILDLIFE HABITAT FOUNDATION, INC., a North Carolina non-profit corporation, whose mailing address is PO Box 29187, Greensboro, NC 27429-9187 ("**Grantee**"). 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.

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W I T N E S S E T H:

WHEREAS, this Modification modifies the Conservation Easement as recorded in **Book 2055, Page 616**, of the Halifax County Register of Deeds, North Carolina (the "**Conservation Easement**"). Grantor and Grantee (collectively, the "**Parties**") have agreed to modify the area of the real property included within the Easement Area under the Conservation Easement to include only Revised Parcel A, as hereinafter defined. Parcel B, Tract 1, Tract 2 and the Access Easement Area, as hereinafter defined, are removed from the terms, conditions and restrictions of the Conservation Easement.

WHEREAS, this Modification also modifies the Recreational Purposes in the above referenced Conservation Easement to permit Grantor, its assigns or successors, to use motorized vehicles within the Grantor Access Areas hereinafter defined.

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of funding, 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, 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 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, Grantor owns in fee simple certain real property situated, lying, and being in Halifax County, North Carolina (the "**Property**"), and being more particularly described as Parcel A and Parcel B as hereinafter defined, also known or identified as Tax Parcel Map Identification Numbers 0619765 and 0619766, and being the same property conveyed to Grantor by deed recorded in Book 2014, Page 640, of the Halifax County Register of Deeds, North Carolina; and

WHEREAS, Grantor and Grantee agree to modify the Conservation Easement to include only that portion of the Property consisting of Revised Parcel A, as hereinafter defined, thereby restricting and limiting the use of Revised Parcel A to the terms and conditions and purposes set forth in the Conservation Easement and Grantee is willing to accept such Conservation Easement as modified in this Modification; and

WHEREAS, the Conservation Easement shall be for the protection and benefit of the waters of the Tar-Pam River Basin, CU 03020102; and

WHEREAS, Grantor and Grantee acknowledge the restoration, enhancement, creation, and preservation of the Easement Area is a condition of any funding provided by the Ecosystem Enhancement Program. Grantor and Grantee further agree that third-party rights of access, monitoring, enforcement and completion of any Easement Area encumbered by this Conservation Easement shall be held by the Ecosystem Enhancement Program (to include any successor state agencies), and that these rights are in addition to, and do not limit, the rights of enforcement under this Conservation Easement.

NOW, THEREFORE, in consideration of and upon the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor and Grantee hereby modify the Conservation Easement and Grantor grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a conservation easement of the nature and character and to the extent as set forth in the Conservation Easement, as modified by this Modification, over Revised Parcel A, as hereinafter defined, together with the right to create, preserve and protect the conservation values thereof, as set forth in the Conservation Easement as modified by this Modification.

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1. Definitions: In addition to other definitions that may appear elsewhere in this Modification, the following definitions shall apply to the Conservation Easement as modified by this Modification:

(A) "**Access Easement Area**" is that fifty foot (50') wide strip of land, containing approximately 0.17 acres, delineated as "Farm Path" extending from NCSR #1618 to Parcel A as shown and more particularly described on the 2004 Plat.

(B) "**Grantor Access Areas**" consist of three areas of Parcel A described as follows: (1) that twenty foot (20') wide strip of land along the western portion of Parcel A centered on the existing road running between Tract 1, Tract 2 and Parcel B and delineated as "Farm Path" on the Removal Plat, (2) that thirty foot (30') wide strip of land along the eastern line of Tract 1 and delineated as "30' Access Easement" on the 2004 Plat and the Removal Plat, and as reserved in deed recorded in Book 2014, Page 640 in the Halifax County Register of Deeds, North Carolina, and (3) that twenty foot (20') wide strip of land centered on the existing road along the eastern line of Tract 1 and delineated as "Farm Path" on the Removal Plat.

(C) "**Parcel A**" is Parcel "A", containing approximately 118.54 acres, as shown and more particularly described on the 2004 Plat.

(D) "**Parcel B**" is Parcel "B", containing approximately 16.04 acres, as shown and more particularly described on the 2004 Plat.

(E) "**Revised Parcel A**" is Parcel A less and except Tract 1 and Tract 2.

(F) "**Tract 1**" is Tract 1, containing approximately 2.414 acres, as shown and more particularly described on the Removal Plat.

(G) "**Tract 2**" is Tract 2, containing approximately 4.542 acres, as shown and more particularly described on the Removal Plat.

(H) "**2004 Plat**" is that certain plat entitled "Map Showing Property Of Environmental Banc and Exchange, LLC," prepared by William Hunter Traylor, Professional Land Surveyor, dated January 2, 2004, and recorded in Plat Cabinet 6, Slide 108-3 in the Halifax County Register of Deeds, North Carolina.

(I) "**Removal Plat**" is that certain plat entitled "Survey For Removal Of Tract 1, Tract 2, And Parcel B From Conservation Easement EBX-TAR PAM, LLC. Gregory Site," prepared by Matrix East, PLLC, Professional Land Surveyors, dated October 17, 2012, and recorded in Book of Maps 2014, Page 075, of the Halifax County Register of Deeds, North Carolina.

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(J) "**Gregory Trust Property**" are those certain tracts or parcels of land conveyed to the trustee of the Quentin Gregory, Jr., Revocable Trust dated December 27, 2013 by instrument recorded in Book 2443, Page 440, of the Halifax County Register of Deeds, North Carolina, and identified as Halifax County Tax Parcels #0619730 and #0601657 and generally located as indicated on the tax map attached as **Exhibit "C"**.

(K) "**Edwin Gregory Property**" is that certain tract or parcel of land conveyed to Edwin Heartt Gregory by instrument recorded in Book 2236, Page 401, of the Halifax County Register of Deeds, North Carolina, and identified as Halifax County Tax Parcel #0619854 and generally located as indicated on the tax map attached as **Exhibit "C"**.

2. Modification of Easement Area. The Easement Area under the Conservation Easement consists only of Revised Parcel A. Grantee forever releases from the Conservation Easement, all of Tract 1, Tract 2, Parcel B and the Access Easement Area. Grantee releases, remises and quitclaims to Grantor all right, title and interest of Grantee in Tract 1, Tract 2 and Parcel B including, without limitation, any right, title or interest of Grantee in Tract 1, Tract 2 and Parcel B under the Conservation Easement.

3. Permitted Use of Grantor Access Areas. The Parties acknowledge and agree that Grantor reserves and retains, and Grantee releases, remises and quitclaims to Grantor, a non-exclusive, perpetual, appurtenant easement on, over, through, across and upon the Grantor Access Areas for the purpose of access, ingress, egress and regress of pedestrians and vehicles together with the right, privilege and easement to maintain and repair the Grantor Access Areas in substantially the same condition as they currently exists. These access and maintenance rights, privileges and easements over the Grantor Access Areas are appurtenant to Tract 1, Tract 2, Parcel B, the Gregory Trust Property and the Edwin Gregory Property. The owners of said real properties benefitted by these access and maintenance rights, privileges and easements over the Grantor Access Areas shall have no right to assign, transfer or permit the use of the Grantor Access Areas for the benefit of any other real property or for any other purpose without the written consent of the Grantee or then owner of the Conservation Easement.

TO HAVE AND TO HOLD, the said rights and easements perpetually unto the Grantee for the aforesaid purposes.

Except as specifically modified by this Modification, the remainder of the Conservation Easement recorded in Book 2055, Page 616, of the Halifax Public Registry, North Carolina, remains in full force and effect as to Revised Parcel A and only as to Revised Parcel A.

[Remainder of page intentionally left blank.
Signatures and Notary acknowledgments are on the following pages.]

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IN TESTIMONY WHEREOF, the Grantor has caused the instrument to be signed in its name by Ely J. Perry, III, its duly authorized signer, the day and year first written above.

EBX-TAR PAM, LLC,
a Maryland Limited Liability Company

BY: _____(SEAL)
Ely J. Perry, III, Authorized Signer
(See attached "**Exhibit A**" for Proof of Authority)

NORTH CAROLINA

COUNTY OF Lenoir

I, Amanda D. Speight a Notary Public of Lenoir County, North Carolina, do hereby certify that, ELY J. PERRY, III, came before me this day and acknowledged that he is an authorized signer on behalf of EBX-TAR PAM, LLC, a Maryland limited liability company, Grantor, and that as an act of the company and by all authority duly given has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 20 day of November, 2014.

Amanda D. Speight
Notary Public

(Seal - Stamp)

AMANDA D. SPEIGHT
Notary Public, North Carolina
Lenoir County
My Commission Expires
October 29, 2016

Amanda D. Speight
Printed Name of Notary Public

My commission expires:

10/29/2016

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[Signature and Notary acknowledgement continued on the following page.]

IN TESTIMONY WHEREOF, the NORTH CAROLINA WILDLIFE HABITAT FOUNDATION, INC. has caused this instrument to be executed in its name by W. HARRISON STEWART, JR., Treasurer of the corporation in evidence of its consent and agreement to the instrument set forth above.

NORTH CAROLINA WILDLIFE HABITAT FOUNDATION, INC.,
A North Carolina non-profit corporation

By: William Harrison Stewart, Jr.
William Harrison Stewart, Jr., Treasurer (See attached "**Exhibit B**" for Proof of Authority)

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, Richard C. Spangler IV, a Notary Public of Forsyth County, North Carolina, do certify that WILLIAM HARRISON STEWART, JR. personally came before me this day and acknowledged that he is the Treasurer of the NORTH CAROLINA WILDLIFE HABITAT FOUNDATION, INC., a North Carolina non-profit corporation, Grantee, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its corporate name by him as its Treasurer.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 18th day of November, 2014.

(Seal - Stamp)

RICHARD C. SPANGLER, IV
Notary Public - North Carolina
Forsyth County
My Commission Expires September 1, 2016

Notary Public

Richard C Spangler IV
Printed Name of Notary Public

My commission expires:

Sept. 1, 2016

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"EXHIBIT A"

PROOF OF AUTHORITY OF GRANTOR SIGNATORY

EBX-TAR PAM, LLC

CERTIFICATE OF MEMBERS

THE UNDERSIGNED HEREBY CERTIFY as follows:

A. The undersigned constitute all of the Managers and Members of EBX-Tar Pam, LLC, a Maryland limited liability company (the "Company");

B. The Company is hereby authorized to sell and convey real property located in Halifax County;

C. The Company is hereby authorized to execute and deliver for recordation among the land records of North Carolina declarations of conservation covenants, conditions, and restrictions, or similar instruments , or modification of such instruments with respect to certain real property located in such County or Counties; and

D. Ely J. Perry, III and Burt Rudolph, or either of them are hereby authorized to execute and deliver (i) a deed conveying the property specified in Paragraph B above in the name and on behalf of the Company and (ii) to execute and deliver declarations or other instrument specified in Paragraph C above in the name and on behalf of the Company and (iii) to execute and deliver such other documents, instruments, and certificates and to take such other actions in connection therewith as they, or either of them, deem appropriate.

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the 14th day of August, 2014.

ENVIRONMENTAL BANC
& EXCHANGE, LLC

BY: George W. Kelly

George W. Kelly, Manager/Member

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"EXHIBIT B"

PROOF OF AUTHORITY OF GRANTEE SIGNATORY

The Executive Committee of the Board of Trustees of North Carolina Wildlife Habitat Foundation, Inc.

Meeting Date and Time: September 8, 2014, 4:00pm

MINUTES

Members Present: Kelly Harrill – Chairman
Teena Koury – Vice Chairman
John Hagan – Secretary
Harrison Stewart – Treasurer
Eddie Bridges – Executive Director

Members Absent: None

The meeting was called to order by Kelly Harrill.

New Business: Having a quorum present, the Executive Committee of the Board of Trustees of North Carolina Wildlife Habitat Foundation, Inc., pursuant to Article VI, Section 1 of the ByLaws of North Carolina Wildlife Habitat Foundation, Inc. voted to authorize Treasurer William Harrison Stewart, Jr. to sign all documents pertaining to the acceptance, modification, or release of conservation easement deeds in all of the counties within the state of North Carolina. The proposal was approved by everyone present, with the exception of William Harrison Stewart, Jr. who abstained, with motion by Kelly Harrill and second by Eddie Bridges.

The meeting was adjourned at 4:20pm.

Respectfully submitted,

John Hagan, Secretary

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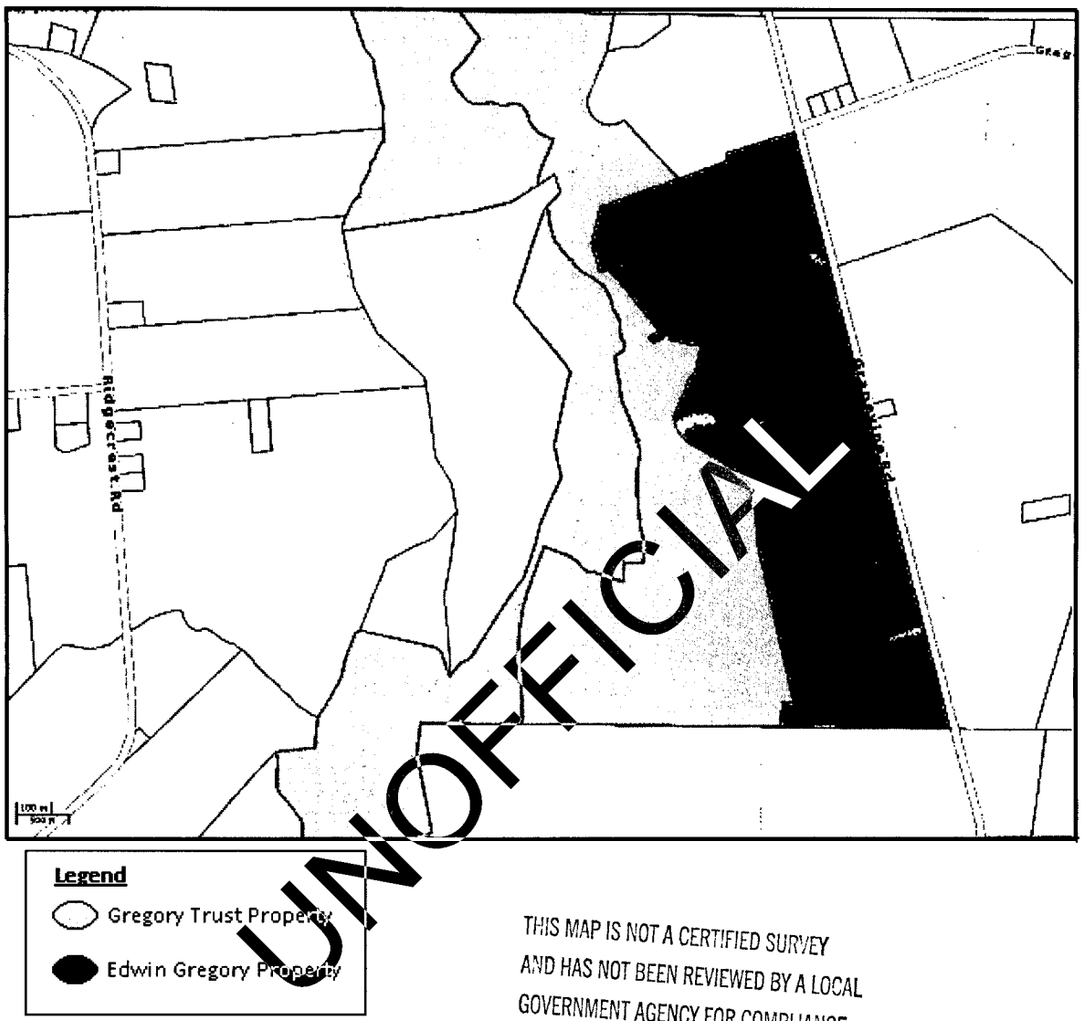
EXHIBIT "C"

TAX MAP OF GREGORY TRUST PROPERTY AND EDWIN GREGORY PROPERTY

Halifax County Tax Parcels #0619730, #0601657 and #0619854 and indicated as shaded areas on the tax map below; property owned now or formerly by Grantor, Quentin Gregory, Jr., and Edwin H. Gregory:



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THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.