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CHATHAM COUNTY NC
LUNDAY A. RIGGSBEE
REGISTER OF DEEDS

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STATE OF NORTH CAROLINA
CHATHAM COUNTY

Prepared by:
Thomas Henry
Assistant Attorney General
North Carolina Department of Justice

SPO File No. 19-AW
DMS Site ID 26
DB 1638, P 428/1.28 acres

Return To:
Marissa Cox
North Carolina Department of Transportation
1598 Mail Service Center
Raleigh, North Carolina 27699-1598

ASSIGNMENT OF CONSERVATION EASEMENT AND RIGHT OF ACCESS

THIS ASSIGNMENT OF CONSERVATION EASEMENT AND RIGHT OF ACCESS (this "Assignment") is made on the 14th day of December 2015 (the "Effective Date"), by and between the **STATE OF NORTH CAROLINA** and its successors and assigns ("Assignor") and the **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION** and its successors and assigns ("Assignee). Each of Assignor and Assignee may be referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

Assignor was granted certain easements and other rights pursuant to a Conservation Easement Option Agreement dated November 14, 2011, and recorded in Book 1594, Page 732, Chatham County Registry, and a Conservation Easement and Right of Access dated August 29, 2012, and recorded in Book 1638, Page 428, Chatham County Registry (collectively, the "Conservation Easement"). Assignor has agreed to assign all of its right, title and interest in and to the Conservation Easement to Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Assignor and Assignee agree as follows:

1. Assignment of Rights. Assignor irrevocably transfers, sets over and assigns to Assignee all of Assignor's right, title and interest in, to and under the Conservation Easement.

2. Assumption of Obligations. Assignee accepts this assignment and assumes and agrees to perform and be liable for all duties and obligations in, to and under the Conservation Easement from and after the Effective Date of this Assignment.

3. Binding Effect; Assigns. This Assignment shall bind, inure to the benefit of and be enforceable by the Parties and their respective successors, assigns and mortgagees.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

5. Severability. If any term, provision or condition in this Assignment shall, to any extent, be invalid or unenforceable, the remainder of this Assignment (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

6. Interpretation. This Assignment shall be interpreted to give each of the provisions their plain meaning, and shall not be construed for or against any Party based upon such Party's drafting of the Assignment. The Recitals are incorporated into this Assignment. This Assignment may not be amended except by a written agreement executed by the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have signed this Assignment as of the day and year first above written.

ASSIGNOR:

STATE OF NORTH CAROLINA

By: Speros Fleggas

Speros Fleggas
Special Projects Consultant
Department of Administration

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Marion B. Patrick, a Notary Public in and for the aforesaid County of Wake and the State of North Carolina, do certify that Speros Fleggas, personally came before me this day and acknowledged that he is Special Projects Consultant, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 10th day of December, 2015.

Date: 12/10/2015

By: Marion B. Patrick

Print Name: Marion B. Patrick

Notary Public
My Commission Expires: 8/10/2019

[SEAL OR STAMP]

MARION B. PATRICK
NOTARY
PUBLIC
WAKE COUNTY, N.C.

IN WITNESS WHEREOF, the Parties have signed this Assignment as of the day and year first above written.

ASSIGNEE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

[NCDOT SEAL]

By: _____
Tom Childrey, Manager of Right of Way Branch

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Terry L. Niles, a Notary Public of Wake County, North Carolina, do hereby certify that Tom Childrey personally came before me this day and acknowledged that he is the Manager of Right of Way Branch for the North Carolina Department of Transportation, an agency of the State of North Carolina, and that by authority duly given, he executed the foregoing instrument.

Date: 12-14-2015

_____
Official Signature of Notary

Terry L. Niles, Notary Public
Notary Public's printed or typed name

My Commission expires: July 27, 2016

(Official Stamp or Seal)

TERRY L. NILES
NOTARY PUBLIC
WAKE COUNTY, N.C.