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STATE OF NORTH CAROLINA
WILKES COUNTY
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MODIFICATION OF CONSERVATION EASEMENT

THIS MODIFICATION OF CONSERVATION EASEMENT DEED, pursuant to the provisions of N.C. General Statutes Chapter 121, Article 4 and made this 5th day of November, 2008, by Charles Wayne Woodie and wife, Gloria R. Woodie ("**Grantor**"), whose mailing address is 831 Hoots Road, Roaring River, NC 28669, 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 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:

This Modification of Conservation Easement Deed is intended to replace the Conservation Easement that conveyed a total of 3.67 acres from the Grantor to the Grantee dated January 31, 2003 and recorded in **Deed Book 0904, Page 0380, of the Wilkes County Registry.** The Grantor has agreed to convey additional land area and to amend the surveyed boundaries of the original easement area. The Grantee has agreed to accept such additional land areas.

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 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 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 Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; 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. This MOA 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, 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, Grantor owns in fee simple certain real property situated, lying, and being in Edwards Township, Wilkes County, North Carolina (the "**Property**"), and being more particularly described as that tract shown as PIN 4911-44-4446 as conveyed to Grantor and recorded in Deed Book 672, page 254; and that tract shown as PIN 4911-64-2806 as conveyed to Grantor and recorded in Deed Book 644, page 882.

WHEREAS, Grantor is willing to grant a new Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of Little Bugaboo Creek.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a described area of the Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina. The **Easement Area** is shown as being Conservation Easement #1 containing 0.149 acres, Conservation Easement #2 containing 1.835 acres, Conservation Easement #3 containing 4.762 acres, and Conservation Easement #4 containing 0.300 acres as shown on a survey dated March 14, 2008 as prepared by Cavanaugh &Associates and sealed by David Keith Alley, NC PLS Number 4492. Survey was recorded in Plat Book 10, page 538, Wilkes County on March 26, 2008. Total Easement Area contains 7.046 acres.

The purposes of this Conservation Easement are to maintain, restore, enhance, create and preserve wetland and/or riparian resources in the 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 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 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. GRANTOR RESERVED USES AND RESTRICTED ACTIVITES

The 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 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. 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 Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads.

B. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the 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.

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area.

E. Agricultural Use. All agricultural uses within the Easement Area including any use for cropland, waste lagoons, or pastureland are prohibited.

F. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area.

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the 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 Property for management, maintenance, stewardship purposes, or undeveloped

recreational and educational uses of the Easement Area. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

H. Signs. No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the 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 Easement Area may be allowed.

I. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material in the Easement Area is prohibited.

J. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, or drilling; no 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. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. Subdivision and Conveyance. Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying fee that is subject to this Easement is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee for the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future transfer of the fee simple shall be subject to this Conservation Easement. Any transfer of the fee is subject to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Easement Area for the purposes set forth herein.

M. Development Rights. All development rights are removed from the Easement Area and shall not be transferred.

N. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the 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 consistent with the purposes of this Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

A. Ingress, Egress, and Inspection. The Grantee, its employees and agents, successors and assigns, receive the perpetual right of unlimited and repeated ingress and egress to the Easement Area over the Property at reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

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 subterraneous water flow.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, 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 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 of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be 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 Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are 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, their successors or assigns, for any injury or change in the 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, damage to property or harm to the Property resulting from such causes.

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

V. 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. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other address(es) as either party establishes in writing upon notification to the other.

C. 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 to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Conservation Easement herein created.

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

E. This Conservation Easement may be amended, but only in writing signed by all parties hereto, and provided 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.

F. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. 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.

VI. 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 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 Easement Area, and the right of quiet enjoyment of the 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 said premises in fee and has the right to convey the permanent Conservation Easement herein granted; that the same are 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.

Seller
By: Charles W. Woodie
Charles Wayne Woodie

Seller
By: Gloria R. Woodie
Gloria R. Woodie

NORTH CAROLINA
COUNTY OF Wilkes

I, Elaine W. Davidson, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles Wayne Woodie and Gloria R. Woodie, 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 5th day of November, 2008.

Elaine W. Davidson
Notary Public

My commission expires:
July 18, 2009

"EXHIBIT A"

Proposed conservation easement #1 for The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program, Little Bugaboo Creek

Being all that certain parcel of land containing **0.149 acres or 6,476.78 square feet,** lying in the Edwards Township, Wilkes County, North Carolina; and bounded by natural boundaries and/or lands owned by and/or in possession of persons, as follows: on the north by Bowman and Nancy Bauguess, on the south and east by Charles W. and Gloria Woodie and on the west by Sherman and Elsie Waddell; said parcel being more particular described by courses (NC Grid) and distances according to a survey and plat prepared by Cavanaugh & Associates, PA (Project No. 12.07.036 (CE #1) and recorded in the Wilkes County Register of Deeds in Plat Book 10, Page 581, under the seal of David K. Alley Professional Land Surveyor, No. L-4492, dated November 29, 2007 and revised on October 9, 2008, to which reference is hereby made, as follows:

Commencing at a new iron rebar (5/8") with 3 inch aluminum cap; THENCE N 64°38'54" W, 744.11 feet (grid distance equals 744.09 feet) to an existing iron pin (top of an axle housing) being a common corner with Charles W. and Gloria Woodie (Deed Book 672, Page 254), Bowman and Nancy Bauguess (Deed Book 626, Page 377) and Sherman and Elsie Waddell being the true point of **BEGINNING**:

THENCE with the common line of Charles W. and Gloria Woodie (Deed Book 672, Page 254) and Bowman and Nancy Bauguess (Deed Book 626, Page 377) **S 64°38'54" E a distance of 135.98 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE along a new conservation easement line with Charles W. and Gloria Woodie (Deed Book 672, Page 254) **S 55°26'16" W a distance of 37.48 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE continuing with said easement line **S 79°04'14" W a distance of 29.31 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE continuing with said easement line **N 89°03'19" W a distance of 68.39 feet** to a new iron rebar (5/8") with 3 inch aluminum cap in the eastern line of Sherman and Elsie Waddell; THENCE with said line **N 03°30'32" E a distance of 84.08 feet** to the true point of beginning said existing iron pin (top of an axle housing).

The above described parcel of conservation easement is generally known and designated as being portions of tax pin: 4911-44-4446 of the Wilkes County Tax Maps as presently constituted.

For Reference See: Deed Book 672, Page 254 and Plat 10, Page 581 as recorded in the Wilkes County Register of Deeds.

"EXHIBIT A"

Proposed conservation easement #2 for The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program, Little Bugaboo Creek

Being all that certain parcel of land containing **1.835 acres,** lying in the Edwards Township, Wilkes County, North Carolina; and bounded by natural boundaries and/or lands owned by and/or in possession of persons, as follows: on the north by Bowman and Nancy Bauguess and Kenneth and Charles Jordan, on the south and east by Charles W. and Gloria Woodie; said parcel being more particular described by courses (NC Grid) and distances according to a survey and plat prepared by Cavanaugh & Associates, PA (Project No. 12.07.036 (CE #2) and recorded in the Wilkes County Register of Deeds in Plat Book 10, Page 581, under the seal of David K. Alley Professional Land Surveyor, No. L-4492, dated November 29, 2007 and revised on October 9, 2008, to which reference is hereby made, as follows:

Commencing at a existing iron pin (top of an axle housing); THENCE S 64°38'54" E, 343.28 feet (grid distance equals 343.27 feet) to a new iron rebar (5/8") with 3 inch aluminum cap being a new corner with Charles W. and Gloria Woodie (Deed Book 672, Page 254) and in the southern line Bowman and Nancy Bauguess (Deed Book 626, Page 377) being the true point of **BEGINNING:**

THENCE continuing with said line **S 64°38'54" E a distance of 133.13 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **S 64°38'54" E a distance of 316.98 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **S 64°38'54" E a distance of 86.70 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE along a new conservation easement line with Charles W. and Gloria Woodie (Deed Book 672, Page 254 and Deed Book 644, Page 882) the following twenty-one (21) calls: **(1) S 03°37'54" E a distance of 52.72 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(2) N 87°40'20" W a distance of 12.32 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(3) S 81°41'55" W a distance of 13.81 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(4) S 77°54'59" W a distance of 153.15 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(5) N 52°17'39" W a distance of 91.91 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(6) S 81°51'40" W a distance of 66.78 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(7) S 81°11'53" W a distance of 89.22 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(8) S 73°19'49" W a distance of 205.81 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(9) N 28°19'39" W a distance of 45.81 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(10) N 57°35'08" E a distance of 39.21 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(11) N 58°53'40" E a distance of 30.76 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(12) N 69°44'01" E a distance of 29.78 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(13) N 74°05'08" E a distance of 120.26 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(14) N 83°54'40" E a distance of 29.88 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(15) N 86°47'12" E a distance of 119.19 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(16) N 71°35'54" W a distance of 147.82 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(17) N 67°12'21" W a distance of 30.22 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(18) N 46°38'39" W a distance of 30.37 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(19) N 32°04'48" W a distance of 29.96 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(20) N 07°43'31" W a distance of 31.41 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE **(21) N 06°10'46" W a distance of 76.31**

feet to the true point of beginning said new iron rebar (5/8") with 3 inch aluminum cap.

The above described parcel of conservation easement is generally known and designated as being portions of tax pin: 4911-44-4446 of the Wilkes County Tax Maps as presently constituted.

For Reference See: Deed Book 672, Page 254 and Plat 10, Page 581 as recorded in the Wilkes County Register of Deeds.

"EXHIBIT A"

Proposed conservation easement #3 for The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program, Little Bugaboo Creek

Being all that certain parcel of land containing **4.762 acres,** lying in the Edwards Township, Wilkes County, North Carolina; and bounded by natural boundaries and/or lands owned by and/or in possession of persons, as follows: on the north by Bowman and Nancy Bauguess and Kenneth and Charles Jordan, on the south by Charles W. and Gloria Woodie and on the east by Frank K. and Janette Bright; said parcel being more particular described by courses (NC Grid) and distances according to a survey and plat prepared by Cavanaugh & Associates, PA (Project No.: 12.07.036 (CE #3) and recorded in the Wilkes County Register of Deeds in Plat Book 10, Page 581, under the seal of David K. Alley Professional Land Surveyor, No. L-4492, dated November 29, 2007 and revised on October 9, 2008, to which reference is hereby made, as follows:

Commencing at North Carolina Geodetic Monument "10 JHL", having N. C. grid coordinates of North 908,817.648 (feet) and East 1,412,101.648 (feet) as per North American Datum of 1983 (National Spatial Reference System 2007); thence N 29°11'09" E, 7,800.97 feet (grid distance equals 7,800.72 feet) to a control corner, existing iron pin (axle housing in a pile of stones), having N. C. grid coordinates of North 915,628.013 (feet) and East 1,415,905.616 (feet) as per said NAD 83 (NSRS 2007), being a common corner with Bowman and Nancy Bauguess (Deed Book 626, Page 377) and Kenneth and Charles Jordan (Deed Book 337, Page 140) being the true point of **BEGINNING:**

THENCE with the common line of Kenneth and Charles Jordan (Deed Book 337, Page 140) **N 52°31'56" E a distance of 237.60 FEET** to new iron rebar (5/8") with 3" aluminum cap to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE continuing with said line crossing Little Bugaboo Creek **N 82°31'56" E a total distance of 927.09 FEET** (passing over a new iron rebar (5/8") with 3 inch aluminum cap at 828.71 FEET) to a point in Big Bugaboo Creek; THENCE with Big Bugaboo Creek the following two (2) courses: THENCE (1) **S 31°47'00" W a distance of 77.98 FEET** to a point; THENCE (2) **S 08°00'33" E a distance of 53.20 FEET** to a point; THENCE with a new conservation easement line with the Charles W. and Gloria Woodie (Deed Book 644, Page 882) property and leaving said creek the following seventy-five (75) calls: **(1) S 81°59'27" W a distance of 56.37 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(2) N 27°47'39" W a distance of 112.84 FEET** to a new iron rebar (5/8") with 3" aluminum cap; THENCE **(3) S 80°50'51" W a distance of 96.80 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(4) S 63°49'39" W a distance of 28.26 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(5) S 46°06'40" W a distance of 30.01 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(6) S 45°45'46" W a distance of 29.55 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(7) S 46°33'43" W a distance of 29.98 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(8) S 61°17'20" W a distance of 30.29 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(9) S 72°50'11" W a distance of 29.84 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(10) S 84°14'14" W a distance of 89.84 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(11) S 85°42'17" W a distance of 30.12 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(12) S 89°52'26" W a distance of 30.60 FEET** to a new iron rebar (5/8

inch) with 3 inch aluminum cap; THENCE **(13) N 87°22'55" W a distance of 59.89 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(14) S 89°41'07" W a distance of 81.52 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(15) S 84°58'25" W a distance of 148.34 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(16) S 67°25'59" W a distance of 90.04 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(17) S 72°55'54" W a distance of 30.27 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(18) S 70°06'29" W a distance of 15.34 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(19) S 46°53'25" W a distance of 11.36 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(20) S 21°59'01" W a distance of 14.58 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(21) S 16°55'27" W a distance of 29.74 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(22) S 14°17'51" W a distance of 60.00 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(23) S 23°28'48" W a distance of 30.43 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(24) S 35°46'39" W a distance of 30.08 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(25) S 46°44'58" W a distance of 29.92 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(26) S 51°14'44" W a distance of 29.73 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(27) S 53°55'28" W a distance of 112.92 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(28) S 55°14'04" W a distance of 89.47 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(29) S 49°20'35" W a distance of 90.12 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(30) S 51°54'18" W a distance of 29.94 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(31) S 52°17'03" W a distance of 59.45 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(32) S 64°42'09" W a distance of 120.04 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(33) S 65°14'48" W a distance of 125.21 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE (34) **S 68°33'17" W a distance of 22.20 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE (35) **S 43°39'38" W a distance of 27.99 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(36) S 41°34'30" W a distance of 165.86 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(37) S 59°33'09" W a distance of 14.01 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(38) S 81°50'22" W a distance of 12.84 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(39) N 79°13'51" W a distance of 119.62 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(40) S 83°36'35" W a distance of 29.45 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(41) S 78°58'18" W a distance of 88.93 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(42) S 82°39'07" W a distance of 29.53 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(43) N 71°44'19" W a distance of 30.04 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(44) N 67°52'23" W a distance of 31.00 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(45) N 71°23'26" W a distance of 14.46 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(46) N 03°37'54" W a distance of 52.72 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(47) N 01°14'44" E a distance of 36.36 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(48) S 88°07'46" E a distance of 97.52 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(49) N 80°08'02" E a distance of 149.85 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(50) S 89°11'54" E a distance of 60.90 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(51) S 88°59'29" E a distance of 15.38 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(52) N 80°29'14" E a distance of 14.00 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(53) N 53°19'59" E a distance of 15.55 FEET** to a new

iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(54) N 36°21'17" E a distance of 57.77 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(55) N 36°34'50" E a distance of 30.23 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(56) N 38°45'47" E a distance of 14.94 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(57) N 47°44'28" E a distance of 15.18 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(58) N 65°15'27" E a distance of 14.51 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(59) N 71°45'27" E a distance of 31.30 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(60) S 76°29'21" E a distance of 19.14 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(61) N 77°18'49" E a distance of 16.27 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(62) N 39°06'30" E a distance of 20.15 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(63) N 61°10'41" E a distance of 37.45 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(64) N 59°30'40" E a distance of 29.56 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE (65) **N 54°38'39" E a distance of 60.26 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(66) N 56°14'59" E a distance of 29.42 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(67) N 67°15'09" E a distance of 28.88 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(68) N 80°14'58" E a distance of 27.73 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(69) N 81°34'08" E a distance of 31.24 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(70) N 55°55'59" E a distance of 27.97 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(71) N 47°08'23" E a distance of 61.55 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(72) N 47°59'49" E a distance of 27.42 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(73) N 59°46'38" E a distance of 29.62 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(74) N 60°29'35" E a distance of 127.82 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **(75) N 41°00'20" W a distance of 90.00 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap in the common line of Charles W. and Gloria Woodie (Deed Book 644, Page 882) and Bowman and Nancy Bauguess (Deed Book 626, Page 377); THENCE with said line N **64°31'56" E a distance of 106.62 FEET** to the true point of **BEGINNING** said existing iron pin (axle housing in a pile of stones).

Subject to a Cattle Crossing "Ford" Easement being described as follows:

BEGINNING a new iron rebar (5/8 inch) with 3 inch aluminum cap along the above described conservation easement being located S 65°14'48" W a distance of 125.21 FEET from a new iron rebar (5/8 inch) with 3 inch aluminum cap along said easement THENCE **S 68°33'17" W a distance of 22.20 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **N 05°19'16" W a distance of 97.16 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **S 77°18'49" W a distance of 16.27 FEET** to a new iron rebar (5/8 inch) with 3 inch aluminum cap; THENCE **S 08°30'40" E a distance of 93.22 FEET** to the point and place of **BEGINNING** containing 1,792.53 square feet.

The above described parcel of conservation easement is generally known and designated as being portions of tax pin: 4911-64-2806 of the Wilkes County Tax Maps as presently constituted.

For Reference See: Deed Book 644, Page 852 and Plat 10, Page 581 as recorded in the Wilkes County Register of Deeds.

"EXHIBIT A"

Proposed conservation easement #4 for The State of North Carolina, NC Department of Administration, Ecosystem Enhancement Program, Little Bugaboo Creek

Being all that certain parcel of land containing **0.300 acres or 13,072.93 square feet,** lying in the Edwards Township, Wilkes County, North Carolina; and bounded by natural boundaries and/or lands owned by and/or in possession of persons, as follows: on the north by Bowman and Nancy Bauguess and Kenneth and Charles Jordan, on the south and east by Charles W. and Gloria Woodie and on the west by Sherman and Elsie Waddell; said parcel being more particular described by courses (NC Grid) and distances according to a survey and plat prepared by Cavanaugh & Associates, PA (Project No.: 12.07.036 (CE #4) and recorded in the Wilkes County Register of Deeds in Plat Book 10, Page 581, under the seal of David K. Alley Professional Land Surveyor, No. L-4492, dated November 29, 2007 and revised on October 9, 2008, to which reference is hereby made, as follows:

Commencing at a existing iron pin (top of an axle housing); THENCE S 03°30'32" E, 503.95 feet (grid distance equals 503.93 feet) to a new iron rebar (5/8") with 3 inch aluminum cap being a new corner with Charles W. and Gloria Woodie (Deed Book 672, Page 254) and in the eastern line Sherman and Elsie Waddell being the true point of **BEGINNING**:

THENCE with a conservation easement line with Charles W. and Gloria Woodie (Deed Book 672, Page 254 **N 56°20'32" E a distance of 238.86 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE continuing with said easement **S 30°14'17" E a distance of 51.03 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE continuing with said easement **S 56°20'32" W a distance of 274.44 feet** to a new iron rebar (5/8") with 3 inch aluminum cap; THENCE continuing with said easement **N 03°30'32" E a distance of 63.92 feet** to the true point of **BEGINNING** said new iron rebar (5/8") with 3 inch aluminum cap.

The above described parcel of conservation easement is generally known and designated as being portions of tax pin: 4911-44-4446 of the Wilkes County Tax Maps as presently constituted.

For Reference See: Deed Book 672, Page 254 and Plat 10, Page 581 as recorded in the Wilkes County Register of Deeds.