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DRM

Prepared by:
Office of the Attorney General
Property Control Section (DOJ File No. PC-15-00048)

Return to:
NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File Number 03-FI
DMS Site ID 856
Little Pine II

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INST # 02305
EXCISE TAX (None)

ALLEGHANY COUNTY NC
MIRANDA H. ROUPE
REGISTER OF DEEDS

STATE OF NORTH CAROLINA

COUNTY OF ALLEGHANY

TAX INFORMATION RECORDED
ALLEGHANY TAX COLLECTOR
Karena Greene
11-30-17

MODIFICATION, PARTIAL RELEASE AND
RATIFICATION OF CONSERVATION EASEMENT DEED

THIS MODIFICATION, PARTIAL RELEASE AND RATIFICATION OF CONSERVATION EASEMENT DEED ("Conservation Easement"), made this 30 day of November, 2017, by and between BRANDON R. REEVES and wife, ASHLEY NICOLE REEVES (formerly Ashley Jarrett), collectively, the "Grantors" or "Grantor", whose mailing address is 525 Glade Creek School Road, Ennice, NC 28623, and the STATE OF NORTH CAROLINA, whose mailing address is, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321 ("Grantee"). Grantor and Grantee are individually referred to herein as a "Party" and collectively are referred to herein as the "Parties."

The designations of Grantor and Grantee as used herein shall include the Parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

THAT WHEREAS, Steven R. Walls acquired a tract or parcel of land located in Glade Creek Township, Alleghany County, North Carolina, consisting of approximately 5.842 acres,

more or less, as more particularly described in a deed dated April 27, 2000, recorded in Book 227, Page 297, Alleghany County Registry (the "Property"); and

WHEREAS, said Steven R. Walls granted to the State of North Carolina (the name of the Grantee, the State of North Carolina, being inadvertently omitted from the grantor/grantee clause of the hereinafter referenced First Conservation Easement) a conservation easement over a certain portion of the Property comprising a total of approximately 0.81 acres on such terms and conditions as more particularly set forth and described in that that certain Conservation Easement Deed, dated January 29, 2009, recorded in Book 325, Page 287, Alleghany County Registry (the "First Conservation Easement"); and

WHEREAS, the First Conservation Easement was acquired by Grantee at least in part for the purpose of restoring, benefitting and protecting portions of Little Pine Creek; and

WHEREAS, portions of the constructed stream restoration project for Little Pine Creek are outside of the bounds of the Conservation Easement Area and other portions of the Conservation Easement Area are excess to the needs of said project; and

WHEREAS, Steven R. Walls, single, conveyed the Property to Grantors subject to the First Conservation Easement in a deed dated May 29, 2013, recorded in Book 358, Page 938, Alleghany County Registry; and

WHEREAS, Grantors and Grantee have agreed to modify the First Conservation Easement to add approximately 0.43 acres of the Property needed for the stream restoration project to the Conservation Easement Area (the "New Conservation Easement Area"), to release approximately 0.40 acres of excess area of the Property from the Conservation Easement Area (the "Released Area") and to otherwise ratify the terms, conditions and restrictions set forth in the First Conservation Easement as modified herein; and

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 *et seq.*, Grantee has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program) within the Department of Environmental Quality (formerly 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 North Carolina Department of Environmental Quality 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 North Carolina Department of Environmental Quality, 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 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 North Carolina Department of Environmental Quality, 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 Environmental Quality, Division of Mitigation Services with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

WHEREAS, the North Carolina Department of Environmental Quality, Division of Mitigation Services, an agency of Grantee, has requested and approved the execution of this instrument for the purposes set forth herein; and

WHEREAS, the authority to approve and execute this instrument for and on behalf of Grantee was delegated to the North Carolina Department of Administration by resolutions adopted by the Governor and Council of State at meetings held in the City of Raleigh, North Carolina, on the 8th day of February 2000 and on the 13th day of September 2011; and

WHEREAS, Grantors have agreed to grant and convey this Conservation Easement over such area of the Property not encumbered by the First Conservation Easement as more particularly described herein, and to ratify the terms, conditions and restrictions of the First Conservation Easement, as modified by this Conservation Easement, all for the protection and benefit of the waters of Little Pine Creek; and

WHEREAS, Grantee has agreed to release and quitclaim all of its right, title, claim and interest in and to that certain portion of the Property encumbered by the First Conservation Easement not needed for the subject stream restoration property; and

NOW, THEREFORE, in consideration of the First Conservation Easement and the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantors hereby grant and convey a conservation easement over the New Conservation Easement Area and ratify the terms, conditions and restrictions of the First Conservation Easement, as modified by herein, and Grantee hereby releases and quitclaims all of its right, title, claim and interest in and to the Released Area all as more particularly set forth and described below.

I. INCORPORATION OF RECITALS; CONVEYANCE AND RELEASE

A. Incorporation of Recitals. The foregoing recital of facts are incorporated herein to the same extent as if the same were hereinafter fully set forth.

B. New Conservation Easement Area. Grantors unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever and in perpetuity and for the benefit of the people of North Carolina, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over that certain portion of the Property identified as "New Conservation Easement (Area to be Added)" containing 0.43 acres, more or less, as shown and described on survey dated April 27 – April 28, 2016, prepared by Kee Mapping & Surveying (Job No. 160463-CE), captioned "A Final Plat of a Conservation Easement Modification for the State of North Carolina, Division of Mitigation Services, Little Pine II Project, SPO File Number 003-FI, DMS Project ID: 856," recorded in Map Book 11, Page 26, Alleghany County Registry, reference to which plat being hereby made for a more particular description; together with a perpetual, non-exclusive easement for ingress and egress ("Access Easement") for Grantee, its employees, agents, successors and assigns, over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area, as described below, for the purposes set forth herein.

C. Released Area. Grantee hereby releases and forever quitclaims unto Grantors, their heirs, successors and assigns, all of its right, title, claim and interest in and to that certain portion of the Property identified as "Conservation Easement Portion of Area A DB: 325 PG: 287 PB: 10 PG 99 (Area to be Released)" containing 0.40 acres, more or less, as shown and described on survey dated April 27 – April 28, 2016, prepared by Kee Mapping & Surveying (Job No. 160463-CE), captioned "A Final Plat of a Conservation Easement Modification for the State of North Carolina, Division of Mitigation Services, Little Pine II Project, SPO File Number 003-FI, DMS Project ID: 856," recorded in Map Book 11, Page 26, Alleghany County Registry, reference to which plat being hereby made for a more particular description (the "Released Area").

II. CONSERVATION EASEMENT AREA

The "Conservation Easement Area" as defined and described in the First Conservation Easement is hereby modified and is now understood and agreed by the Parties to consist of the following four parcels or areas of the Property:

Parcel One
All of that certain parcel of land identified as "NEW CONSERVATION EASEMENT (Area to be Added)" containing 0.43 acres, more or less, as shown and described on survey dated April 27 – April 28, 2016, prepared by Kee Mapping & Surveying (Job No. 160463-CE), captioned "A Final Plat of a Conservation Easement Modification for the State of North Carolina, Division of Mitigation Services, Little Pine II Project, SPO File Number 003-FI, DMS Project ID: 856," recorded in Map Book 11, Page 26, Alleghany County Registry, reference to which plat being hereby made for a more particular description.

Parcel Two
All of that certain parcel of land identified as "CONSERVATION EASEMENT Portion of Area A DB: 325 PG: 287 PB: 10 PG: 99 (Area to be Retained)" containing 0.22 acres, more or less, as shown and described on survey dated April 27 – April 28, 2016, prepared by Kee Mapping & Surveying (Job No. 160463-CE), captioned "A Final Plat of a Conservation Easement Modification for the State of North Carolina, Division of Mitigation Services, Little Pine II Project,

SPO File Number 003-FI, DMS Project ID: 856," recorded in Map Book 11, Page 26, Alleghany County Registry, reference to which plat being hereby made for a more particular description.

Parcel Three
All of that certain parcel of land identified as "Conservation Easement Portion of Area B DB: 325 PG: 287 PB: 10 PG: 99 (Area to be Retained)" containing 0.05 acres, more or less, as shown and described on survey dated April 27 – April 28, 2016, prepared by Kee Mapping & Surveying (Job No. 160463-CE), captioned "A Final Plat of a Conservation Easement Modification for the State of North Carolina, Division of Mitigation Services, Little Pine II Project, SPO File Number 003-FI, DMS Project ID: 856," recorded in Map Book 11, Page 26, Alleghany County Registry, reference to which plat being hereby made for a more particular description.

Parcel Four
All of that certain parcel or tract of land identified as "State of North Carolina Conservation Easement Area D", containing 0.14 acres, more or less, as shown and described on survey dated October 30, 2008, prepared by Suttles Surveying, P.A. (Map File No. 13680A), captioned "Conservation Easement Survey for the State of North Carolina Ecosystem Enhancement Program," recorded in Map Book 10, Page 99, Alleghany County Registry, reference to which plat being hereby made for a more particular description.

Grantors hereby restate the terms, conditions and restrictions of the First Conservation Easement, as modified by this Conservation Easement, for the purpose of ratifying the same effective January 29, 2009.

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 Conservation Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

III. 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.

IV. 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. 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.

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 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 Easement Area.

H. Roads and Trails. Only those roads, trails, walkways, or paved areas, if any, that existed within the Conservation Easement Area prior to the completion of the restoration project and that are shown within any crossing areas ("Crossing Areas') on the plat recorded in Map Book 11, Page 26, Alleghany County Registry, may be repaired or maintained. Any such repair or maintenance must be conducted in such a manner as to prevent runoff and degradation of the Conservation Easement Area. If applicable, roads, trails or walkways shall be covered with pervious materials such as loose gravel or permanent vegetation to minimize runoff and prevent sedimentation. Any and all Crossing Areas, roads, trails, walkways and paved areas within the Conservation Easement Area shall be shown on said recorded 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, or 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 and agricultural production 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 to the Grantee's non-exclusive 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 N.C. Division of Mitigation Services, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

V. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. Grantors hereby grant to Grantee, its employees and agents, successors and assigns, a perpetual non-exclusive right of ingress and egress over and upon the Property at all reasonable times for the purpose of accessing the Conservation Easement Area to undertake thereon any activities to restore, construct, manage, maintain, enhance, monitor and protect the stream, wetland and any other riparian resources of the Conservation 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.

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 Area, or identify the project boundaries and the holder of the Conservation Easement.

D. Fences. This Conservation Easement was purchased by Grantee to protect its investment in the preservation of natural resources. Livestock within the Conservation Easement Area has a negative impact on natural resource value and will result in the loss of mitigation credits, causing financial harm to Grantee. Grantor is therefore required to restrict livestock access to the Conservation Easement Area. If Grantor fails to restrict livestock access to the Conservation Easement Area, Grantee shall have the right to install or repair livestock exclusion fences or other devices within or along the boundary of the Conservation Easement Area, or any portion thereof, at Grantor's expense. In such event, Grantor shall provide Grantee access over and upon the Property for the purpose of installing and/or repairing fences or other livestock exclusion devices.

E. Crossing Areas. Grantor shall be responsible for the maintenance and repair of any Crossing Areas; provided that Grantee shall repair, at its expense, any damage to a Crossing Area that is a direct result of its use of the Crossing Area. In the event Grantor fails to maintain or repair any Crossing Areas, Grantee shall have the right, but not the obligation, to make any needed repairs to the Crossing Areas and recover the cost of such repairs from Grantor.

VI. 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.

VII. 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. Maintenance, repair or replacement 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 any uses of the Conservation Easement Area reserved by Grantor herein.

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 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 over and upon the Property, 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 under N.C. Gen. Stat. § 121-34 *et seq*. and relevant provisions of the Internal Revenue Code or the status of the Grantee under any applicable laws, and is consistent with the purposes of this Conservation Easement.

G. The Grantors or any subsequent 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 Manager
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

H. 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.

VIII. 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 conservation easement over and upon the Conservation Easement Area and the Property perpetually unto Grantee for the aforesaid purposes; and the Released Area and all rights, privileges and easements therein to Grantors, their successors and assigns, free and discharged from all right, title, claim or interest of Grantee.

AND Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted over and upon the Conservation Easement Area; 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.

[remainder of page intentionally left blank – signatures on following pages]

IN TESTIMONY, WHEREOF, the Grantors have hereunto set their hand and seal, the day and year first above written.

GRANTOR:

_____ (SEAL)
Brandon R. Reeves

_____ (SEAL)
Ashley Nicole Reeves

NORTH CAROLINA

COUNTY OF Alleghany

I, Jean R. Osborne, a Notary Public in and for the County and State aforesaid, do hereby certify that Brandon R. Reeves and Ashley Nicole Reeves 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 30 day of December, 2017.

_____
Notary Public
Print Name: _____

My Commission Expires: 6-12-2020

JEAN R. OSBORNE
Notary Public
Alleghany County, NC

IN TESTIMONY WHEREOF, the STATE OF NORTH CAROLINA has caused this instrument to be executed in its name by the undersigned as of the date set forth in the notary acknowledgement below.

STATE OF NORTH CAROLINA

By: _____
Tim Walton, Director
State Property Office
North Carolina Department of Administration

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, R. Michael Moser, a Notary Public for the County of Wake, North Carolina, do hereby certify that Tim Walton personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of the State Property Office, North Carolina Department of Administration, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 25th day of October 2017.

_____
Notary Public
Print Name: R. Michael Moser

My Commission Expires: 9/30/22

R. Michael Moser
NOTARY
PUBLIC
Wake County, NC