Doc ID: 002697500019 Type: CRP
Recorded: 08/31/2011 at 12:20:29 PM
Fee Amt: $139.00 Page 1 of 19
Revenue Tax: $66.00
EDGECOMBE COUNTY, NORTH CAROLINA
Robin W Carpenter Register of Deeds
BK 1571 PG 679-697
RC

STATE OF NORTH CAROLINA
EDGECOMBE COUNTY

R/S 66.00

SPO FILE NUMBER 33-U
Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

AMENDED AND RESTATED CONSERVATION EASEMENT PROVIDED PURSUANT TO FULL DELIVERY MITIGATION CONTRACT

THIS AMENDED AND RESTATED CONSERVATION EASEMENT, made this 31st day of August, 2011, by and between Floyd H. Harrell and wife, Ernestine N. Harrell, ("**Grantor**"), 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**"). 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:

WHEREAS, Grantor and Grantee are parties to an existing Conservation Easement recorded in **Deed Book 1450, Page 1148, of the Edgecombe County Registry** (the "**Existing Easement**"), and Grantor and Grantee (collectively, the "**parties**") have agreed to add certain additional portions of Grantor's land that were not included to the easement area conveyed to the State of North Carolina through the Existing Easement.

WHEREAS, Grantor and Grantee intend for this instrument to amend and restate the Existing Easement in its entirety, so that upon the recording of this instrument the Existing Easement will encumber the areas currently subject to the Existing Easement as well as the additional portions of Grantor's land upon which the Grantor has agreed to convey a conservation easement.

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) (as defined in N.C. Gen. Stat. 143-214.8) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, and creating 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 Existing Easement conservation easement from Grantor to Grantee was negotiated for, arranged and provided as a condition of a full delivery contract between **KCI Technologies, Inc. of 4601 Six Forks Road, Landmark Center II Suite 220, Raleigh, NC 27609,** ("**Full Delivery Providers**") and the State of North Carolina through The North Carolina Department of Environment and Natural Resources, Ecosystem Enhancement Program ("**EEP**") to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number D05025-1.

WHEREAS, Full Delivery Provider now wishes to add additional land area to the conservation easement area conveyed in the existing easement; 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 function; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina has been 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 February 8, 2000 and June 5, 2011; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in No. 7 Township, Edgecombe County, North Carolina, and being more particularly described as that certain parcel of land containing approximately 314.74 acres conveyed to the Grantor by deed as recorded in **Deed Book 1357, Page 492,** of the Edgecombe County Registry, North Carolina (the "**Property**"); and

WHEREAS, Grantor is willing to amend the Existing Easement to include 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 this Amended and Restated Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of **Swift Creek.**

WHEREAS, the effective date of this conservation easement shall be December 9, 2005, which is the date the Existing Easement was recorded.

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 (the "**Amended and Restated 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, and being all property described on ***Exhibit A*** attached hereto and incorporated herein, together with an access easement (the "**Access Easement**") (collectively, the "**Amended Easements**")

The purpose of this amended and restated conservation easement is to increase the area covered by the conservation easement restrictions.

The purposes of this Amended and Restated Conservation Easement are to maintain, restore, enhance, construct, 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 Amended and Restated Conservation Easement shall be perpetual and shall run with, and be a continuing restriction upon the use of, the Easement Area, and the Access Easement shall be perpetual and shall run with the Property.

The easements granted herein are easements in gross, and 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 Amended and Restated 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 Amended and Restated 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.

B. 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.

C. 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 Amended and Restated 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.

D. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, or vegetation that 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.

E. Industrial, Residential and Commercial Uses. All industrial, residential and commercial uses are prohibited in the Easement Area.

F. Agricultural Use. All agricultural uses are prohibited within the 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. 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.

I. 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 Amended and Restated Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area may be allowed.

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

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling, 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 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 Easement Area 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 on the Property.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the Easement Area is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the Easement Area and the rights conveyed herein shall be as a single block of property. Any future conveyance of the Easement Area shall be subject to this Amended and Restated Conservation Easement. Any transfer of the Property, or any portion thereof, shall be subject to the Access Easement.

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

O. 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 not inconsistent with the purposes of this Amended and Restated Conservation Easement, and the Grantor obtains advance written approval from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Service Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. Grantor grants to Grantee, its employees and agents, successors and assigns, a perpetual easement of ingress, egress and regress over the Property to the Easement Area from Morning Star Church Road (SR 1415) at reasonable times to undertake any activities to restore, construct, manage, maintain, enhance, and monitor the stream, wetland and any other riparian resources in the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Amended and Restated Conservation Easement, the rights granted herein do not include or establish for the public any access rights. Without limiting the foregoing, Grantor unconditionally and irrevocably hereby grants to Grantee, its successors and assigns, forever and in perpetuity, an easement for ingress, egress and regress to the Easement

Area, of the nature and character described above in this Article III, Section A, over and upon the property described on ***Exhibit B*** attached hereto and incorporated herein.

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

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Amended and Restated 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 in the 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 Amended and Restated 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 Easement Area by acts which may be unlawful or in violation of this Amended and Restated 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 Amended and Restated Conservation Easement, and the Grantor acknowledges that under such circumstances the damage to Grantee 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 Amended and Restated 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 is complying with the terms, conditions and restrictions of this Amended and Restated Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Amended and Restated Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor 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, 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Amended and Restated Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Amended and Restated Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

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

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

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

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

F. This instrument may be amended only in writing signed by all parties hereto, or their successors or assigns, and only if such amendment does not affect the qualification of this Amended and Restated Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Amended and Restated Conservation Easement. The owner of the Property shall notify 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. Such notification shall be addressed to: Justin McCorkle, General Counsel, US Army Corps of Engineers, 69 Darlington Avenue, Wilmington, NC 28403

G. The parties recognize and agree that the benefits of this Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 the Property in fee and has the right to grant the permanent Amended and Restated Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

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

Floyd H. Harrell (SEAL)
Floyd H. Harrell

Ernestine N. Harrell (SEAL)
Ernestine N. Harrell

NORTH CAROLINA
COUNTY OF Wake

I, Carolyn V. Blanchard, a Notary Public in and for the County and State aforesaid, do hereby certify that Floyd H. Harrell and wife, Ernestine N. Harrell, 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 31st day of August, 2011.

C. V. Blanchard
Print name: Carolyn V. Blanchard, Notary Public

My commission expires: Dec. 10, 2011

CAROLYN V. BLANCHARD NOTARY PUBLIC WAKE COUNTY, NC

Exhibit A

The Easement Area is located in No. 7 Township, Edgecombe County, North Carolina, and includes CONSERVATION EASEMENT - PARCEL "A," CONSERVATION EASEMENT - PARCEL "C" and CONSERVATION EASEMENT - PARCEL "D," which are more particularly described as follows:

CONSERVATION EASEMENT - PARCEL "A":

BEGINNING at a point located at the intersection of the eastern boundary of the right-of-way of S.R. 1415 with the northern property line of the Property of M.C. Braswell Co., Oak Grove Farm, as shown on plat by Clarence Fisher dated June 1963 and recorded in Map Book 13, page 12, Edgecombe County registry, and also being the northern boundary of "TRACT TWO" described in deed recorded in Book 1357, page 492, Edgecombe County registry, said point also being marked by an iron pin and located at N.C. Grid Coordinates N=829518.58, E=2387267.02; thence:
(1) South 81°59'59" East, 280.15 feet to an iron pin; thence
(2) South 39°24'37" East, 590.20 feet to an iron pin; thence
(3) South 51°00'19" East, 1638.42 feet to an iron pin; thence
(4) North 43°22'12" East, 731.30 feet to an iron pin; thence
(5) North 77°03'02" East, 499.20 feet to an iron pin; thence
(6) South 85°32'48" East, 348.85 feet to an iron pin; thence
(7) South 59°26'04" East, 528.37 feet to an iron pin; thence
(8) South 49°42'55" East, 1120.20 feet to an iron pin; thence
(9) South 58°20'24" East, 214.16 feet to an iron pin; thence
(10) South 82°25'53" East, 355.65 feet to an iron pin; thence
(11) South 07°34'07" West, 150.00 feet to an iron pin; thence
(12) North 82°25'53" West, 387.66 feet to an iron pin; thence
(13) North 58°20'24" West, 257.48 feet to an iron pin; thence
(14) North 49°42'55" West, 1118.76 feet to an iron pin; thence
(15) North 59°26'04" West, 480.83 feet to an iron pin; thence
(16) North 85°32'48" West, 291.11 feet to an iron pin; thence
(17) South 77°03'02" West, 415.08 feet to an iron pin; thence
(18) South 38°08'55" West, 707.08 feet to an iron pin; thence
(19) North 87°32'58" West, 214.74 feet to an iron pin; thence
(20) North 51°00'19" West, 1703.18 feet to an iron pin; thence
(21) North 39°24'37" West, 536.02 feet to an iron pin; thence
(22) North 77°39'00" West, 145.23 feet to an iron pin; thence
(23) along a curve to the right having a radius of 909.82 feet and an arc length of 169.49 feet, to the point of BEGINNING;
and containing 971,538 square feet or 22.303 acres, more or less, and being all of the property labeled "PROPOSED CONSERVATION EASEMENT (PARCEL 'A')," as shown on survey entitled "Conservation Easement Plat for Harrell Stream and Wetland Restoration Site" by KCI Associates of N.C. Engineers, Surveyors and Planners, dated October 31, 2005 and recorded in PC 8, slide 256, Edgecombe County registry (hereinafter, the "Conservation Easement Plat").

LESS AND EXCEPT the following three strips of land:

BEGINNING at a point located South 51°00'19" East, 466.51 feet from the terminus of the second course of Parcel "A" described above; thence
(1) South 51°00'19" East, 37.13 feet to a point; thence
(2) South 75°05'15" West, 185.63 feet to a point; thence
(3) North 51°00'19" West, 37.13 feet to a point; thence

(4) North 75°05'15" East, 185.63 feet, to the point of BEGINNING;
and containing 5,569 square feet or 0.128 acres, more or less, and being all of the property labeled "DETAIL 'A'," as shown on the Conservation Easement Plat.

BEGINNING at a point located South 85°32'48" East, 64.35 feet from the terminus of the fifth course of Parcel "A" described above; thence
(1) South 85°32'48" East, 30.21 feet to a point; thence
(2) South 11°12'11" West, 151.05 feet to a point; thence
(3) North 85°32'48" West, 30.21 feet to a point; thence
(4) North 11°12'11" East, 151.05 feet, to the point of BEGINNING;
and containing 4,531 square feet or 0.104 acres, more or less, and being all of the property labeled "DETAIL 'B'," as shown on the Conservation Easement Plat.

BEGINNING at a point located South 58°20'24" East, 28.71 feet from the terminus of the eighth course of Parcel "A" described above; thence
(1) South 58°20'24" East, 13.41 feet to a point; thence
(2) South 73°24'52" West, 186.66 feet to a point; thence
(3) North 49°42'55" West, 11.94 feet to a point; thence
(4) North 73°24'52" East, 184.26 feet, to the point of BEGINNING;
and containing 1,855 square feet or 0.043 acres, more or less, and being all of the property labeled "DETAIL 'C'," as shown on the Conservation Easement Plat.

CONSERVATION EASEMENT - PARCEL "C":

Commence at a point located at the intersection of the eastern boundary of the right-of-way of S.R. 1415 with the northern property line of the Property of M.C. Braswell Co., Oak Grove Farm, as shown on plat by Clarence Fisher dated June 1963 and recorded in Map Book 13, page 12, Edgecombe County registry, and also being the northern boundary of "TRACT TWO" described in deed recorded in Book 1357, page 492, Edgecombe County registry, said point also being marked by an iron pin and located at N.C. Grid Coordinates N=829518.58, E=2387267.02; thence South 81°59'59" East, 151.13 feet to a concrete monument located at N.C. Grid Coordinates N=829497.54, E=2387416.68; thence North 75°00'37" East, 1359.73 feet to an iron pin, the point of BEGINNING; thence:
(1) North 75°00'37" East, 666.75 feet to an iron pin; thence
(2) South 62°42'36" East, 1042.14 feet to an iron pin; thence
(3) North 75°35'22" East, 263.29 feet to an iron pin; thence
(4) South 07°02'37" East, 159.51 feet to an iron pin; thence
(5) North 89°08'38" West, 101.84 feet to an iron pin; thence
(6) South 60°49'23" West, 192.72 feet to an iron pin; thence
(7) South 19°21'40" West, 248.48 feet to an iron pin; thence
(8) South 77°34'22" West, 140.07 feet to an iron pin; thence
(9) North 02°18'27" East, 404.59 feet to an iron pin; thence
(10) North 75°49'37" West, 253.23 feet to an iron pin; thence
(11) South 32°24'56" West, 702.08 feet to an iron pin; thence
(12) South 77°38'29" West, 502.73 feet to an iron pin; thence
(13) North 03°47'18" East, 568.96 feet to an iron pin; thence
(14) North 35°07'22" West, 515.26 feet,TO THE POINT AND PLACE OF BEGINNING;
and containing 969,706 square feet or 22.261 acres, more or less, and being all of the property labeled "PROPOSED CONSERVATION EASEMENT (PARCEL 'C')," as shown on the Conservation Easement Plat.

CONSERVATION EASEMENT - PARCEL "D":

Additional Conservation Easement Areas "A" through "J", containing a total of 3.28 **acres** as shown on the plat of survey entitled "Final Plat, Conservation Easement for North Carolina Ecosystem Enhancement Program, Project Name: Harrell Stream and Wetland Restoration Site, SPO File No. 33-U, EEP Site No. 92230," dated April 20, 2011 by James M Gellenthin, PLS Number L-3860 and recorded in the Edgecombe County, North Carolina Register of Deeds at **PC** 11, **Slide** 3. **See attached Exhibit " C" for more particular description of Parcel D.**

Exhibit B

Being located in No. 7 Township, Edgecombe County, North Carolina, and more particularly described as follows:

ACCESS EASEMENT – DETAIL 'A':

BEGINNING at a point located South 51°00'19" East, 466.51 feet from the terminus of the second course of Parcel "A" described above; thence
(1) South 51°00'19" East, 37.13 feet to a point; thence
(2) South 75°05'15" West, 185.63 feet to a point; thence
(3) North 51°00'19" West, 37.13 feet to a point; thence
(4) North 75°05'15" East, 185.63 feet, to the point of BEGINNING;
and containing 5,569 square feet or 0.128 acres, more or less, and being all of the property labeled "DETAIL 'A'," as shown on the Conservation Easement Plat.

ACCESS EASEMENT – DETAIL 'B':

BEGINNING at a point located South 85°32'48" East, 64.35 feet from the terminus of the fifth course of Parcel "A" described above; thence
(1) South 85°32'48" East, 30.21 feet to a point; thence
(2) South 11°12'11" West, 151.05 feet to a point; thence
(3) North 85°32'48" West, 30.21 feet to a point; thence
(4) North 11°12'11" East, 151.05 feet, to the point of BEGINNING;
and containing 4,531 square feet or 0.104 acres, more or less, and being all of the property labeled "DETAIL 'B'," as shown on the Conservation Easement Plat.

ACCESS EASEMENT – DETAIL 'C':

BEGINNING at a point located South 58°20'24" East, 28.71 feet from the terminus of the eighth course of Parcel "A" described above; thence
(1) South 58°20'24" East, 13.41 feet to a point; thence
(2) South 73°24'52" West, 186.66 feet to a point; thence
(3) North 49°42'55" West, 11.94 feet to a point; thence
(4) North 73°24'52" East, 184.26 feet, to the point of BEGINNING;
and containing 1,855 square feet or 0.043 acres, more or less, and being all of the property labeled "DETAIL 'C'," as shown on the Conservation Easement Plat.

ACCESS EASEMENT - PARCEL 'B':

Commence at a point located at the intersection of the eastern boundary of the right-of-way of S.R. 1415 with the northern property line of the Property of M.C. Braswell Co., Oak Grove Farm, as shown on plat by Clarence Fisher dated June 1963 and recorded in Map Book 13, page 12, Edgecombe County registry, and also being the northern boundary of "TRACT TWO" described in deed recorded in Book 1357, page 492, Edgecombe County registry, said point also being marked by an iron pin and located at N.C. Grid Coordinates N=829518.58, E=2387267.02; thence South 81°59'59" East, 151.13 feet to a concrete monument located at N.C. Grid Coordinates N=829497.54, E=2387416.68, the point of BEGINNING; thence:
(1) North 75°00'37" East, 1359.73 feet to an iron pin; thence
(2) South 35°07'22" East, 31.95 feet to an iron pin; thence
(3) South 75°00'37" West, 1300.02 feet to an iron pin; thence

(4) North 81°59'59" West, 76.81 feet to the point of BEGINNING;
and containing 39,896 square feet or 0.916 acres, more or less, and being all of the property labeled "PROPOSED 30' WIDE ACCESS EASEMENT (PARCEL 'B')," as shown on the Conservation Easement Plat.

Exhibit C

ADDITIONAL CONSERVATION EASEMENT - AREA A

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN EDGECOMBE COUNTY, NORTH CAROLINA, BEING CONTIGUOUS TO AN EXISTING CONSERVATION EASEMENT PREVIOUSLY RECORDED IN DEED BOOK 1450 PAGE 1148 (P.C. 8 PAGE 256) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OWNED BY FLOYD H. AND ERNESTINE N. HARRELL (DEED BOOK 1357 PAGE 492 / TAX PARCEL NUMBER 3882-98-0552). THENCE SOUTH 81°59'59" EAST, A DISTANCE OF 280.15 FEET TO A POINT; THENCE SOUTH 39°24'37" EAST, A DISTANCE OF 296.63 FEET TO **THE POINT OF BEGINNING**;

THENCE SOUTH 47°35'04" EAST A DISTANCE OF 117.80 FEET TO A POINT;
THENCE SOUTH 35°20'06" EAST A DISTANCE OF 178.64 FEET TO A POINT;
THENCE SOUTH 50°32'44" EAST A DISTANCE OF 464.51 FEET TO A POINT;
THENCE NORTH 51°00'19" WEST A DISTANCE OF 466.51 FEET TO A POINT;
THENCE NORTH 39°24'37" WEST A DISTANCE OF 293.57 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 3,900 SQUARE FEET MORE OR LESS.

ADDITIONAL CONSERVATION EASEMENT - AREA B

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN EDGECOMBE COUNTY, NORTH CAROLINA, BEING CONTIGUOUS TO AN EXISTING CONSERVATION EASEMENT PREVIOUSLY RECORDED IN DEED BOOK 1450 PAGE 1148 (P.C. 8 PAGE 256) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 52°59'46" EAST A DISTANCE OF 242.73 FEET TO A POINT;
THENCE SOUTH 51°35'40" EAST A DISTANCE OF 599.83 FEET TO A POINT;
THENCE SOUTH 48°08'48" EAST A DISTANCE OF 292.78 FEET TO A POINT;
THENCE NORTH 51°00'19" WEST A DISTANCE OF 1134.79 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 10,060 SQUARE FEET MORE OR LESS.

ADDITIONAL CONSERVATION EASEMENT - AREA C

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN EDGECOMBE COUNTY, NORTH CAROLINA, BEING CONTIGUOUS TO AN EXISTING CONSERVATION EASEMENT PREVIOUSLY RECORDED IN DEED BOOK 1450 PAGE 1148 (P.C. 8 PAGE 256) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 41°39'05" EAST A DISTANCE OF 620.75 FEET TO A POINT;
THENCE NORTH 52°54'21" EAST A DISTANCE OF 112.38 FEET TO A POINT;
THENCE SOUTH 43°22'12" WEST A DISTANCE OF 731.30 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 7,320 SQUARE FEET MORE OR LESS.

ADDITIONAL CONSERVATION EASEMENT - AREA D

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN EDGECOMBE COUNTY, NORTH CAROLINA, BEING CONTIGUOUS TO AN EXISTING CONSERVATION EASEMENT PREVIOUSLY RECORDED IN DEED BOOK 1450 PAGE 1148 (P.C. 8 PAGE 256) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 61°19'52" EAST A DISTANCE OF 151.40 FEET TO A POINT;
THENCE NORTH 81°29'29" EAST A DISTANCE OF 393.98 FEET TO A POINT;
THENCE SOUTH 76°23'03" EAST A DISTANCE OF 32.35 FEET TO A POINT;
THENCE SOUTH 11°12'10" WEST A DISTANCE OF 16.76 FEET TO A POINT;
THENCE NORTH 85°32'48" WEST A DISTANCE OF 64.35 FEET TO A POINT;
THENCE SOUTH 77°03'02" WEST A DISTANCE OF 499.20 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 13,870 SQUARE FEET MORE OR LESS.

ADDITIONAL CONSERVATION EASEMENT - AREA E

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN EDGECOMBE COUNTY, NORTH CAROLINA, BEING CONTIGUOUS TO AN EXISTING CONSERVATION EASEMENT PREVIOUSLY RECORDED IN DEED BOOK 1450 PAGE 1148 (P.C. 8 PAGE 256) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 11°12'10" EAST A DISTANCE OF 17.25 FEET TO A POINT;
THENCE SOUTH 81°39'39" EAST A DISTANCE OF 252.84 FEET TO A POINT;
THENCE NORTH 85°32'48" WEST A DISTANCE OF 254.29 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 2,180 SQUARE FEET MORE OR LESS.

ADDITIONAL CONSERVATION EASEMENT - AREA F

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN EDGECOMBE COUNTY, NORTH CAROLINA, BEING CONTIGUOUS TO AN EXISTING CONSERVATION EASEMENT PREVIOUSLY RECORDED IN DEED BOOK 1450 PAGE 1148 (P.C. 8 PAGE 256) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 63°48'07" EAST A DISTANCE OF 103.33 FEET TO A POINT;

THENCE SOUTH 42°26'11" EAST A DISTANCE OF 106.21 FEET TO A POINT;
THENCE NORTH 49°42'55" WEST A DISTANCE OF 137.30 FEET TO A POINT;
THENCE NORTH 59°26'04" WEST A DISTANCE OF 69.26 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 1,200 SQUARE FEET MORE OR LESS.

ADDITIONAL CONSERVATION EASEMENT - AREA G

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN EDGECOMBE COUNTY, NORTH CAROLINA, BEING CONTIGUOUS TO AN EXISTING CONSERVATION EASEMENT PREVIOUSLY RECORDED IN DEED BOOK 1450 PAGE 1148 (P.C. 8 PAGE 256) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 87°18'08" WEST A DISTANCE OF 177.08 FEET TO A POINT;
THENCE NORTH 86°35'52" WEST A DISTANCE OF 44.77 FEET TO A POINT;
THENCE NORTH 76°49'20" WEST A DISTANCE OF 151.17 FEET TO A POINT;
THENCE NORTH 65°09'09" WEST A DISTANCE OF 268.34 FEET TO A POINT;
THENCE NORTH 57°15'15" WEST A DISTANCE OF 43.86 FEET TO A POINT;
THENCE NORTH 16°54'12" WEST A DISTANCE OF 67.05 FEET TO A POINT;
THENCE NORTH 73°24'51" EAST A DISTANCE OF 10.98 FEET TO A POINT;
THENCE SOUTH 49°42'55" EAST A DISTANCE OF 71.69 FEET TO A POINT;
THENCE SOUTH 58°20'24" EAST A DISTANCE OF 257.47 FEET TO A POINT;
THENCE SOUTH 82°25'53" EAST A DISTANCE OF 387.66 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 18,800 SQUARE FEET MORE OR LESS.

ADDITIONAL CONSERVATION EASEMENT - AREA H

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN EDGECOMBE COUNTY, NORTH CAROLINA, BEING CONTIGUOUS TO AN EXISTING CONSERVATION EASEMENT PREVIOUSLY RECORDED IN DEED BOOK 1450 PAGE 1148 (P.C. 8 PAGE 256) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OWNED BY FLOYD H. AND ERNESTINE N. HARRELL (DEED BOOK 1357 PAGE 492 / TAX PARCEL NUMBER 3882-98-0552). THENCE SOUTH 81°59'59" EAST, A DISTANCE OF 280.15 FEET TO A POINT; THENCE SOUTH 39°24'37" EAST, A DISTANCE OF 590.20 FEET TO A POINT; THENCE SOUTH 51°00'19" EAST A DISTANCE OF 1638.42 FEET TO A POINT; THENCE NORTH 43°22'12" EAST 731.30 FEET TO A POINT; THENCE NORTH 77°03'02" EAST A DISTANCE OF 499.20 FEET TO A POINT; THENCE SOUTH 85°32'48" EAST A DISTANCE OF 348.85 FEET TO A POINT; THENCE SOUTH 59°26'04" EAST A DISTANCE OF 528.37 FEET TO A POINT; THENCE SOUTH 49°42'55" EAST A DISTANCE 1120.20 FEET TO A POINT; THENCE SOUTH 58°20'24" EAST A DISTANCE OF 214.16 FEET TO A POINT; THENCE SOUTH 82°25'53" EAST A DISTANCE FO 355.65 FEET TO A POINT; THENCE SOUTH 07°34'07" WEST A DISTANCE OF 150.00 FEET TO A POINT; THENCE NORTH 82°25'53" WEST A DISTANCE OF 387.66 FEET TO A POINT; THENCE NORTH 58°20'24" WEST A DISTANCE OF 257.48 FEET TO A POINT; THENCE NORTH 49°42'55" WEST A DISTANCE OF 83.63 FEET TO **THE POINT OF BEGINNING**;

THENCE NORTH 62°49'59" WEST A DISTANCE OF 197.29 FEET TO A POINT;
THENCE NORTH 47°58'12" WEST A DISTANCE OF 491.96 FEET TO A POINT;
THENCE NORTH 50°47'05" WEST A DISTANCE OF 181.21 FEET TO A POINT;
THENCE NORTH 52°59'13" WEST A DISTANCE OF 259.58 FEET TO A POINT;

THENCE NORTH 59°36'42" WEST A DISTANCE OF 243.53 FEET TO A POINT;
THENCE NORTH 67°44'29" WEST A DISTANCE OF 215.44 FEET TO A POINT;
THENCE NORTH 76°52'48" WEST A DISTANCE OF 30.15 FEET TO A POINT;
THENCE NORTH 74°57'27" WEST A DISTANCE OF 116.75 FEET TO A POINT;
THENCE SOUTH 85°32'48" EAST A DISTANCE OF 237.26 FEET TO A POINT;
THENCE SOUTH 59°26'04" EAST A DISTANCE OF 480.83 FEET TO A POINT;
THENCE SOUTH 49°42'55" EAST A DISTANCE OF 1035.13 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 57,410 SQUARE FEET MORE OR LESS.

ADDITIONAL CONSERVATION EASEMENT - AREA I

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN EDGECOMBE COUNTY, NORTH CAROLINA, BEING CONTIGUOUS TO AN EXISTING CONSERVATION EASEMENT PREVIOUSLY RECORDED IN DEED BOOK 1450 PAGE 1148 (P.C. 8 PAGE 256) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 59°43'39" WEST A DISTANCE OF 77.67 FEET TO A POINT;
THENCE SOUTH 78°09'09" WEST A DISTANCE OF 180.57 FEET TO A POINT;
THENCE SOUTH 79°12'46" WEST A DISTANCE OF 171.86 FEET TO A POINT;
THENCE SOUTH 37°24'41" WEST A DISTANCE OF 537.17 FEET TO A POINT;
THENCE SOUTH 48°17'47" WEST A DISTANCE OF 168.60 FEET TO A POINT;
THENCE NORTH 38°08'55" EAST A DISTANCE OF 707.08 FEET TO A POINT;
THENCE NORTH 77°03'02" EAST A DISTANCE OF 415.08 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 27,200 SQUARE FEET MORE OR LESS.

ADDITIONAL CONSERVATION EASEMENT - AREA J

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN EDGECOMBE COUNTY, NORTH CAROLINA, BEING CONTIGUOUS TO AN EXISTING CONSERVATION EASEMENT PREVIOUSLY RECORDED IN DEED BOOK 1450 PAGE 1148 (P.C. 8 PAGE 256) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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DISTANCE OF 415.08 FEET TO A POINT; THENCE SOUTH 38 08'55" WEST A DISTANCE OF 707.08 FEET TO A POINT; THENCE NORTH 87°32'58" WEST A DISTANCE OF 214.74 FEET TO A POINT; THENCE NORTH 51°00'19" WEST A DISTANCE 1703.18 FEET TO A POINT; THENCE NORTH 39°24'37" WEST A DISTANCE OF 310.09 FEET TO **THE POINT OF BEGINNING**;

THENCE NORTH 40°46'35" WEST A DISTANCE OF 227.10 FEET TO A POINT;
THENCE NORTH 76°12'09" WEST A DISTANCE OF 141.05 FEET TO A POINT;
THENCE SOUTH 77°39'00" EAST A DISTANCE OF 145.23 FEET TO A POINT;
THENCE SOUTH 39°24'37" EAST A DISTANCE OF 225.93 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 870 SQUARE FEET MORE OR LESS.

(19) 73.00 m-tap front