$148,500/
$5252/acre

BMS

2007000554

ROBESON CO, NC FEE $56.00
STATE OF NC REAL ESTATE EXTX
$297.00
PRESENTED & RECORDED:
01-17-2007 12:27:07 PM
VICKI L LOCKLEAR
REGISTER OF DEEDS
BY: JENNIE W GRIMSLEY
DEPUTY
BK:D 1581
PG:830-844

This certifies that PIN: 1916-01-020
is free of any delinquent ad valorem Tax liens charged to the Robeson County Tax Collector but does not certify that the deed description matches this PIN.
Peggy McQueen 1/17/07
Collection Agent Signature Date NCGS 161-31

STATE OF NORTH CAROLINA

ROBESON COUNTY SPO #78-2D

Excise Tax #297.00
Parcel 19160 1020

CONSERVATION EASEMENT PROVIDED PURSUANT TO FULL DELIVERY MITIGATION CONTRACT

Prepared by: William P. Aycock II, Esquire
Ret. Grw Schell Bray Aycock Abel & Livingston PLLC
P. O. Box 21847, Greensboro, NC 27420

THIS CONSERVATION EASEMENT DEED, made this 17 day of January, 2007, by **MAGGIE I. WARD MORRISON (life tenant) and ELLA WARD EMLET SPENCER (formerly ELLA BURNS WARD) (Unmarried), and JOHN WESLEY WARD III and spouse, BETSY BUTLER WARD, (remaindermen),** ("**Grantor**"), whose mailing address is 4834 William Island Drive, Little River, South Carolina 29566, to **RESTORATION SYSTEMS, LLC,** a North Carolina limited liability company, ("**Grantee**"), whose mailing address is 1101 Haynes Street, Suite 207, Raleigh, North Carolina 27604. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between Grantee and the North Carolina Department of Environment and Natural Resources, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina

Department of Environment and Natural Resources Purchase and Services Contract Number D06038-A; and

WHEREAS, Grantee will assign portions of the Conservation Easement to The State of North Carolina; 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 Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the acceptance of the Conservation Easements 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, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources, which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Rowland Township, Robeson County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 445 acres and being conveyed to the Grantor by Will of J. W. Ward, Jr. filed in Will Book 11, Page 67, Office of the Clerk of Court of Robeson County; and

WHEREAS, Grantor is willing to grant a 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 Brown Marsh and Contrary Swamps.

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, and being more

particularly described on **Exhibit** "A" attached hereto and incorporated herein by reference.

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

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, 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. 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 ingress, egress, and regress 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, Regress and Inspection.** The Grantee, its employees and agents, successors and assigns, receive the perpetual right of general ingress, egress, and regress 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 a 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.

Maggie I. Ward Morrison

Maggie I. Ward Morrison

By: J. W. Ward III POA

J. W. Ward, III, her Attorney-in-Fact

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, Dickie G. Batten, a Notary Public, do hereby certify that **J. W. Ward, III**, Attorney-in-Fact for **Maggie I. Ward Morrison**, personally appeared before me this day and being by me duly sworn, says that he/she executed the foregoing and annexed instrument for and in behalf of Maggie I. Ward Morrison, and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Robeson County, North Carolina, on September 28, 1999, in Book 1079, Page 093; that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney; that the said J. W. Ward III acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Maggie I. Ward Morrison.

WITNESS my hand and official seal, this 17 day of January, 2007.

Dickie G. Batten
Notary's Official Signature

(Official Seal)

Dickie G. Batten
Notary's Printed or Typed Name
My commission expires: 10-11-2008

DICKIE G. BATTEN
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 10-11-2008

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

Ella Ward Emlet Spencer

Ella Ward Emlet Spencer

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Ella Ward Emlet Spencer

WITNESS my hand and official seal, this 17 day of January, 2007.

Dickie G. Batten

Notary's Official Signature

(Official Seal)

Dickie G. Batten

Notary's Printed or Typed Name

My commission expires: 10-11-2008

NOTARY PUBLIC
OFFICIAL SEAL
DICKIE G. BATTEN
GUILFORD COUNTY, NC
My Commission Expires 10-11-08

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, Dickie G. Batten, a Notary Public, do hereby certify that **J. W. Ward, III**, Attorney-in-Fact for **Maggie I. Ward Morrison**, personally appeared before me this day and being by me duly sworn, says that he/she executed the foregoing and annexed instrument for and in behalf of Maggie I. Ward Morrison, and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Robeson County, North Carolina, on September 28, 1999, in Book 1079, Page 093; that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney; that the said J. W. Ward III acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Maggie I. Ward Morrison.

WITNESS my hand and official seal, this 17 day of January, 2007.

Dickie G. Batten
Notary's Official Signature

(Official Seal)

Dickie G. Batten
Notary's Printed or Typed Name
My commission expires: 10-11-2008

DICKIE G. BATTEN
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 10-11-2008

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

Ella Ward Emlet Spencer

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Ella Ward Emlet Spencer

WITNESS my hand and official seal, this 17 day of January, 2007.

Dickie G. Batten
Notary's Official Signature

(Official Seal)

Dickie G. Batten
Notary's Printed or Typed Name
My commission expires: 10-11-2008

NOTARY PUBLIC
OFFICIAL SEAL
DICKIE G. BATTEN
GUILFORD COUNTY, NC
My Commission Expires 10-11-08

EXHIBIT "A"

Easement Tract One: BEGINNING at an iron pin located North 50° 13' 04" East 2141.84 feet from the point of intersection of the centerline of NCSR 2491 and with the centerline of NCSR 2492; thence from said BEGINNING POINT, North 24° 55' 52" East 399.92 feet to an iron pin; thence North 50° 58' 15" East 410.21 feet to an iron pin (Point "A"); thence South 01° 11' 37" East 409.42 feet to an iron pin; thence North 65° 05' 16" West 227.21 feet to an iron pin; thence South 26° 54' 41" West 218.61 feet to an iron pin; thence South 65° 35' 28" East 398.84 feet to an iron pin; thence North 29° 57' 18" East 666.65 feet to an iron pin; thence South 70° 10' 59" East 238.65 feet to an iron pin (Point "B"); thence South 43° 38' 47" West 198.93 feet to an iron pin; thence South 31° 50' 43" West 245.71 feet to an iron pin; thence South 26° 35' 55" West 347.90 feet to an iron pin; thence South 86° 00' 12" West 189.42 feet to an iron pin; thence North 65° 01' 52" West 551.08 feet to the POINT AND PLACE OF BEGINNING, and being "Easement Tract One," an 8.02-acre parcel shown on Sheet 2 of a map of survey entitled "Conservation Easement for the State of North Carolina Ecosystem Enhancement Program – Brown Marsh Swamp," by Phillip B. Culbreth, P.L.S., dated November 13, 2006.

Easement Tract Two: BEGINNING at Point "A" identified in the description of Easement Tract One above; thence from said BEGINNING POINT, North 49° 59' 25" East 56.28 feet to an iron pin; thence South 69° 41' 11" East 580.10 feet to an iron pin; thence South 29° 57' 18" West 666.65 feet to an iron pin; thence North 65° 35' 28" West 398.84 feet to an iron pin; thence North 26° 54' 41" East 218.61 feet to an iron pin; thence South 65° 05' 16" East 227.21 feet to an iron pin; thence North 01° 11' 37" West 409.42 feet to the POINT AND PLACE OF BEGINNING, and being "Easement Tract Two," a 5.04-acre parcel shown on Sheet 1 of a map of survey entitled "Conservation Easement for the State of North Carolina Ecosystem Enhancement Program – Brown Marsh Swamp," by Phillip B. Culbreth, P.L.S., dated November 13, 2006.

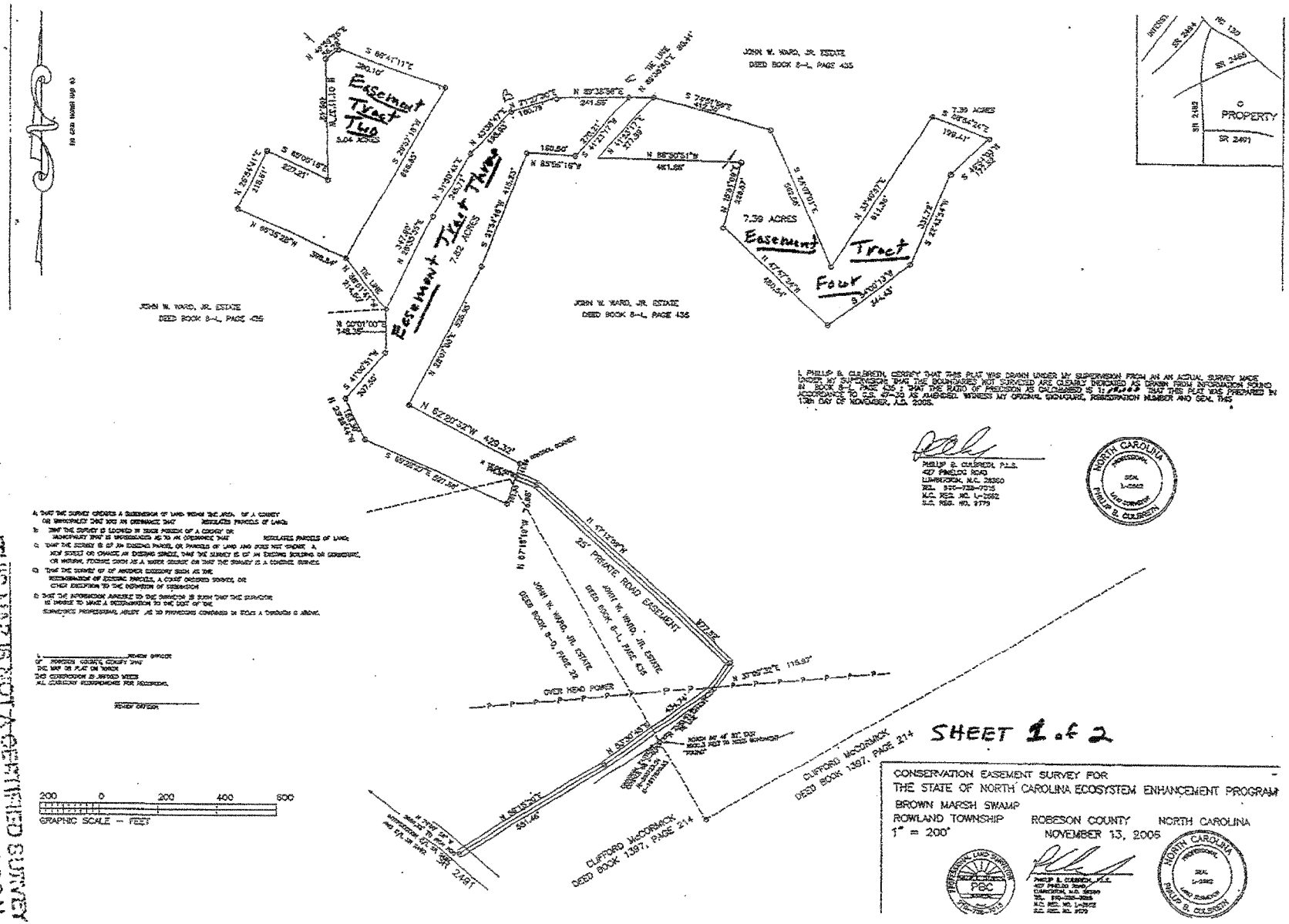
Easement Tract Three: BEGINNING at Point "B" as identified in the description of Easement Tract One above; thence North 71° 27' 30" East 160.79 feet to an iron pin; thence North 89° 38' 56" East 241.55 feet to an iron pin (Point "C"); thence South 41° 23' 17" West 270.21 feet to an iron pin; thence North 85° 56' 16" West 160.50 feet to an iron pin; thence South 21° 54' 46" West 415.23 feet to an iron pin; thence South 28° 07' 00" East 525.95 feet to an iron pin; thence South 62° 20' 32" East 429.32 feet to an iron pin, a control corner; thence South 18° 09' 45" West 41.66 feet to an iron pin (Point "d"); thence continuing South 18° 09' 48" West 101.56 feet to an iron pin; thence North 65° 28' 27" West 527.88 feet to an iron pin; thence North 25° 28' 44" West 153.30 feet to an iron pin; thence North 41° 00' 51" East 207.50 feet to an iron pin; thence North 00° 01' 00" East 148.35 feet to an iron pin; thence North 26° 35' 55" East 347.90 feet to an iron pin; thence North 31° 50' 43" East 245.71 feet to an iron pin; thence North 43° 38' 47" East 198.93 feet to the POINT AND PLACE OF BEGINNING, and being "Easement Tract Three," a 7.82-acre parcel shown on Sheet 1 of a map of survey entitled "Conservation Easement for the State of North Carolina Ecosystem Enhancement Program – Brown Marsh Swamp," by Phillip B. Culbreth, P.L.S., dated November 13, 2006.

Easement Tract Four: BEGINNING at an iron pin which is located South 89° 38' 56" East 80.41 feet from Point "C" as identified in the description of Easement Tract Two above; thence

from said BEGINNING POINT, South 74° 51' 56" East 412.30 feet to an iron pin; thence South 24° 07' 01" East 502.58 feet to an iron pin; thence North 33° 40' 57" East 611.36 feet to an iron pin; thence south 68° 54' 24" East 199.41 feet to an iron pin; thence South 46° 54' 03" West 177.52 feet to an iron pin; thence South 22° 43' 54" West 331.72 feet to an iron pin; thence South 54° 00' 13" West 344.43 feet to an iron pin; thence North 47° 47' 24" West 480.54 feet to an iron pin; thence North 15° 51' 09" East 226.57 feet to an iron in; thence North 88° 50' 51" West 481.86 feet to an iron pin; thence North 41° 23' 17" East 277.99 feet to the POINT AND PLACE OF BEGINNING, and being "Easement Tract Four," a 7.39-acre parcel shown on Sheet 1 of a map of survey entitled "Conservation Easement for the State of North Carolina Ecosystem Enhancement Program – Brown Marsh Swamp," by Phillip B. Culbreth, P.L.S., dated November 13, 2006.

TOGETHER WITH the following described twenty-five (25) foot non-exclusive easement for ingress, egress and regress over a private road twelve and one-half (12-1/2) feet either side of a centerline more particularly described as follows:

BEGINNING at a point in the center of NCSR 2491, which point is located South 74° 50' 58" East 2669.33 feet from an iron rod at the intersection of the centerline of NCSR 2491 with the centerline of NCSR 2492; thence from said BEGINNING POINT, North 58° 15' 20" East 581.46 feet to a point; thence North 53° 30' 48" East 434.74 feet to a point; thence North 37° 09' 32" East 115.97 feet to a point; thence North 47° 12' 09' West 877.52 feet to a point; thence North 67° 15' 19" West 76.88 feet to an iron pin at Point "D" in the southeastern boundary of Easement Tract Three described above, identified as a "25' Private Road Easement" and shown on Sheet 1 of a map of survey entitled "Conservation Easement for the State of North Carolina Ecosystem Enhancement Program – Brown Marsh Swamp," by Phillip B. Culbreth, P.L.S., dated November 13, 2006, and also TOGETHER WITH a non-exclusive right of ingress, egress and regress across the strip of Grantor's retained land located between the western end of Easement Tract Four and Easement Tract Three.



I, PHILLIP B. GILBRETH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 8-L, PAGE 435 & 436; THAT THE RATIO OF PRECISION AS CALCULATED IS 1/10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE TO G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 13th DAY OF NOVEMBER, A.D. 2005.

PHILLIP B. GILBRETH, P.L.S.
427 PINELOG ROAD
LUMBERTON, N.C. 28360
TEL. 910-738-7715
N.C. REG. NO. L-2882
S.C. REG. NO. 2779

NORTH CAROLINA PROFESSIONAL SEAL L-2882 LAND SURVEYOR PHILLIP B. GILBRETH

A. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

B. THAT THE SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.

C. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET, THAT THE SURVEY IS OF AN EXISTING BUILDING OR STRUCTURE, OR WITHIN, PLACES SUCH USE IN A MORE COMPLETE OR THAT THE SURVEY IS A FORENSIC SURVEY.

D. THAT THE SURVEY IS OF AN UNDER DESCRIBED SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

E. THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF THE SURVEYOR'S PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN ITEMS A THROUGH D ABOVE.

_____ REVIEW OFFICER OF ROBESON COUNTY, CERTIFY THAT THE MAP OR PLAT OR TRACT TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____ REVIEW OFFICER

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

SHEET 1 of 2

CONSERVATION EASEMENT SURVEY FOR
THE STATE OF NORTH CAROLINA ECOSYSTEM ENHANCEMENT PROGRAM
BROWN MARSH SWAMP
ROWLAND TOWNSHIP ROBESON COUNTY NORTH CAROLINA
1" = 200' NOVEMBER 13, 2005

PROFESSIONAL LAND SURVEYOR SEAL L-2882 PHILLIP B. GILBRETH

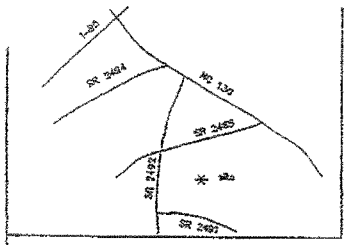
PHILLIP B. GILBRETH, P.L.S.
427 PINELOG ROAD
LUMBERTON, N.C. 28360
TEL. 910-738-7715
N.C. REG. NO. L-2882
S.C. REG. NO. 2779

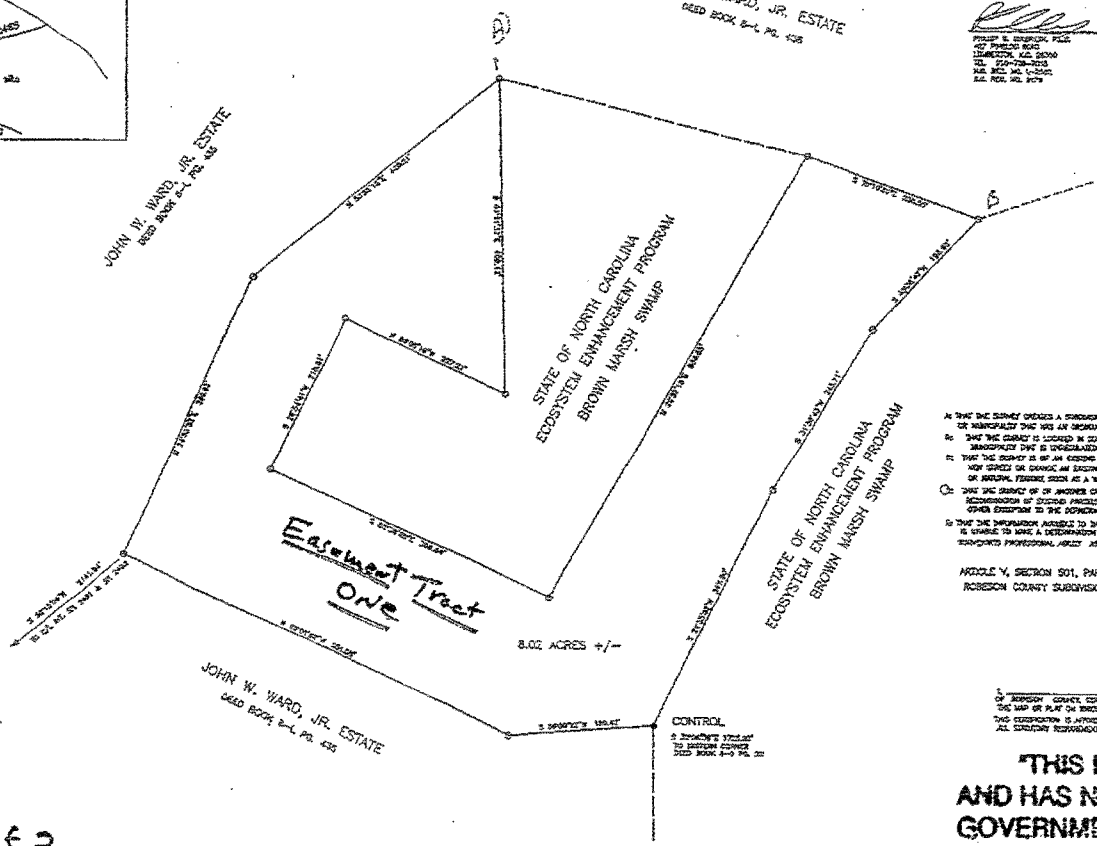
NORTH CAROLINA PROFESSIONAL SEAL L-2882 LAND SURVEYOR PHILLIP B. GILBRETH

I, PHILLIP B. CALDWELL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK B-L, PAGE 435 ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+ THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 13th DAY OF NOVEMBER, A.D. 2006.

PHILLIP B. CALDWELL, P.L.S.
107 PHELPS ROAD
LUMBERTON, N.C. 28360
TEL. 910-739-0103
N.C. REG. NO. L-3892
S.C. REG. NO. 3079

NORTH CAROLINA PROFESSIONAL SEAL L-3892 LAND SURVEYOR PHILLIP B. CALDWELL





AS THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND

OR THAT THE SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNDERLAIDED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND

OR THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET, THAT THE SURVEY IS OF AN EXISTING BUILDING OR STRUCTURE, OR NATURAL FEATURE SUCH AS A WATER COURSE OR THAT THE SURVEY IS A CONTROL SURVEY.

OR THAT THE SURVEY OR OF ANOTHER CATEGORY SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION

OR THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF THE SURVEYOR'S PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN ITEMS A THROUGH D ABOVE.

ARTICLE V, SECTION 501, PARAGRAPH .
ROBESON COUNTY SUBDIVISION ORDINANCE

I, _____ REVIEW OFFICER OF ROBESON COUNTY, CERTIFY THAT THIS MAP OR PLAT DO SUCH

THIS CERTIFICATION IS HEREBY MADE ALL STATUTORY REQUIREMENTS FOR RECORDING.

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

SHEET 2 of 2

CONSERVATION EASEMENT SURVEY FOR
RESTORATION SYSTEMS, LLC,
BROWN MARSH SWAMP
ROWLAND TOWNSHIP ROBESON COUNTY NORTH CAROLINA
1" = 200' NOVEMBER 13, 2006

100 0 100 200 300
GRAPHIC SCALE - FEET

ALL DISTANCES HORIZONTAL
1/10,000+

PROFESSIONAL LAND SURVEYOR PSC

PHILLIP B. CALDWELL, P.L.S.
107 PHELPS ROAD
LUMBERTON, N.C. 28360
TEL. 910-739-0103
N.C. REG. NO. L-3892
S.C. REG. NO. 3079

NORTH CAROLINA PROFESSIONAL SEAL L-3892 LAND SURVEYOR PHILLIP B. CALDWELL

TITLE REF.

SEE DEED BOOK B-L PG. 435 &
DEED BOOK B-O PG. 22