Doc ID: 002229440018 Type: CRP
Recorded: 01/18/2007 at 11:52:16 AM
Fee Amt: $652.00 Page 1 of 18
Excise Tax: $587.00
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2804 PG 738-755

This deed presented to
The Onslow Co Tax Office
Date 1/18/07 Clerk RM
Excise Tax 587.00

Prepared by: William P. Aycock II, Esquire
P. O. Box 21847, Greensboro, NC 27420

**STATE OF NORTH CAROLINA**

**ONSLOW COUNTY**

**CONSERVATION EASEMENT PROVIDED PURSUANT TO FULL DELIVERY MITIGATION CONTRACT**

**SPO File Number** 67-zb
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

**THIS CONSERVATION EASEMENT DEED,** made this 18 day of January, 2007, by **ERIC RHODES QUINN and spouse, VIRGINIA ANNE LOWRY QUINN; LISA MICHELLE QUINN (Single); GROVER FREDRICK RHODES JR. and spouse, CYNTHIA M. RHODES; ROBIN NEIL RHODES (Separated under recorded Memorandum of Separation); KRISTIE RHODES LANIER and spouse, STEPHEN LYNN LANIER; and WILLIAM BRADLEY RHODES (Single),** ("**Grantor**"), whose mailing address is c/o Mark Cavanaugh, P. O. Box 398, Richlands, North Carolina, 28574, to the **STATE OF NORTH CAROLINA,** ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations 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 Restoration Systems, LLC, 1101 Haynes Street, Suite 107, Raleigh, North Carolina, 27604, 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 _____.

**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 this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

**WHEREAS,** 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 Richlands Township, Onslow County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 193.1 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1807 at Page 910** of the Onslow County Registry, North Carolina; 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 the New River.

**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 shown on a plat of survey entitled "Conservation Easement Survey for Restoration Systems, LLC, Jarmans Oak Restoration Site," prepared by K2 Design Group, P.A., dated 11/06/06 (DWG. No.: RSS923MR06) and being more particularly described as follows:

**SEE 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.

_____ (SEAL)
Eric Rhodes Quinn
By: _____
Robin Neil Rhodes, his Attorney-in-Fact

_____ (SEAL)
Virginia Anne Lowry Quinn
By: _____
Robin Neil Rhodes, his Attorney-in-Fact

_____ (SEAL)
Lisa Michelle Quinn
By: _____
Robin Neil Rhodes, his Attorney-in-Fact

_____ (SEAL)
Grover Fredrick Rhodes, Jr.
By: _____
Robin Neil Rhodes, his Attorney-in-Fact

_____ (SEAL)
Cynthia M. Rhodes
By: _____
Robin Neil Rhodes, his Attorney-in-Fact

_____ (SEAL)
William Bradley Rhodes
By: _____
Robin Neil Rhodes, his Attorney-in-Fact

_____ (SEAL)
Robin Neil Rhodes

_____ (SEAL)
Kristie Rhodes Lanier
By: _____
Robin Neil Rhodes, his Attorney-in-Fact

Stephen Lynn Lanier (SEAL)
Stephen Lynn Lanier
By: _____
Robin Neil Rhodes, his Attorney-in-Fact

STATE OF NORTH CAROLINA

COUNTY OF Duplin

I, Jennifer K. Phipps, a Notary Public, do hereby certify that **Robin Neil Rhodes, Attorney-in-Fact for Eric Rhodes Quinn and Virginia Anne Lowry Quinn**, 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 Eric Rhodes Quinn and Virginia Anne Lowry Quinn, 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 Onslow County, North Carolina, on 01-18-2007, in Book 2804, Page 723; 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 Robin Neil Rhodes acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Eric Rhodes Quinn and Virginia Anne Lowry Quinn.

WITNESS my hand and official seal, this 18 day of January, 2007.

Jennifer K. Phipps
Notary's Official Signature

*(Official Seal)*

Jennifer K. Phipps
Notary's Printed or Typed Name
*My commission expires:* 11-30-11

JENNIFER K. PHIPPS
NOTARY
PUBLIC
DUPLIN COUNTY, N. C.

STATE OF NORTH CAROLINA

COUNTY OF Duplin

I, Jennifer K. Phipps, a Notary Public, do hereby certify that **Robin Neil Rhodes, Attorney-in-Fact for Lisa Michelle Quinn**, 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 Lisa Michelle Quinn, 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 Onslow County, North Carolina, on 01-18-2007, in Book 2804, Page 725; 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 Robin Neil Rhodes acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Lisa Michelle Quinn.

WITNESS my hand and official seal, this 18 day of January, 2007.

Jennifer K. Phipps
Notary's Official Signature

*(Official Seal)*

Jennifer K. Phipps
Notary's Printed or Typed Name
*My commission expires:* 11-30-11

JENNIFER K. PHIPPS
NOTARY
PUBLIC
DUPLIN COUNTY, N. C.

STATE OF NORTH CAROLINA

COUNTY OF Duplin

I, Jennifer K. Phipps, a Notary Public, do hereby certify that **Robin Neil Rhodes, Attorney-in-Fact for Grover Fredrick Rhodes, Jr. and Cynthia M. Rhodes,** 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 Grover Fredrick Rhodes, Jr. and Cynthia M. Rhodes, 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 Onslow County, North Carolina, on 01-18-2007, in Book 2804, Page 727; 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 Robin Neil Rhodes acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Grover Fredrick Rhodes, Jr. and Cynthia M. Rhodes.

WITNESS my hand and official seal, this 18 day of January, 2007.

Jennifer K. Phipps
Notary's Official Signature

*(Official Seal)*

Jennifer K. Phipps
Notary's Printed or Typed Name
*My commission expires:* 11-30-11

JENNIFER K. PHIPPS
NOTARY
PUBLIC
DUPLIN COUNTY, N. C.

STATE OF NORTH CAROLINA

COUNTY OF Duplin

I, Jennifer K. Phipps, a Notary Public, do hereby certify that **Robin Neil Rhodes, Attorney-in-Fact for William Bradley Rhodes**, 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 William Bradley Rhodes, 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 Onslow County, North Carolina, on 01-18-2007, in Book 2804, Page 731; 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 Robin Neil Rhodes acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said William Bradley Rhodes.

WITNESS my hand and official seal, this 18 day of January, 2007.

Jennifer K. Phipps
Notary's Official Signature

*(Official Seal)*

Jennifer K. Phipps
Notary's Printed or Typed Name
*My commission expires:* 11-30-11

JENNIFER K. PHIPPS
NOTARY
PUBLIC
DUPLIN COUNTY, N. C.

STATE OF NORTH CAROLINA

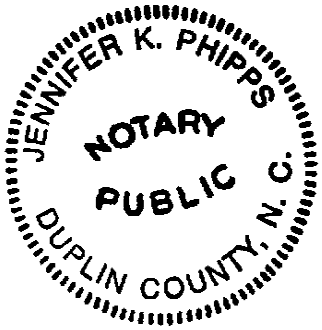
COUNTY OF Duplin

I, Jennifer K. Phipps, a Notary Public, do hereby certify that **Robin Neil Rhodes, Attorney-in-Fact for Kristie Rhodes Lanier and Stephen Lynn Lanier,** 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 Kristie Rhodes Lanier and Stephen Lynn Lanier, 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 Onslow County, North Carolina, on 01-18-2007, in Book 2804, Page 229; 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 Robin Neil Rhodes acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Kristie Rhodes Lanier and Stephen Lynn Lanier.

WITNESS my hand and official seal, this 18 day of January, 2007.

Jennifer K. Phipps
Notary's Official Signature

*(Official Seal)*




Jennifer K. Phipps
Notary's Printed or Typed Name
*My commission expires:* 11-30-11

STATE OF NORTH CAROLINA

COUNTY OF Duplin

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:

**Robin Neil Rhodes**
(Name of Person(s) Appearing before Notary)

WITNESS my hand and official seal, this 18 day of January, 2007.

Jennifer K. Phipps
Notary's Official Signature

*(Official Seal)*

Jennifer K. Phipps
Notary's Printed or Typed Name
*My commission expires:* 11-30-11

JENNIFER K. PHIPPS
NOTARY
PUBLIC
DUPLIN COUNTY, N. C.

**EXHIBIT "A"**

BEGINNING at an iron pin which is located the following five (5) calls from NCGS MARKER "Cycle" (N=429,149.9060'; E=2,410,242.4400'): South 88° 18' 54" East 1129.08 feet to an iron pin (NC Grid Coordinate N=429,116.7085'; E=2,411,371.0319'); North 20° 21' 43" East 218.31 feet to an iron pin; North 59° 30' 04" East 370.65 feet to an iron pin; North 55° 06' 26" East 177.91 feet to an iron pin; North 09° 31' 54" East 63.31 feet to the point and place of BEGINNING; thence from said BEGINNING POINT, North 88° 54' 47" West 49.94 feet to an iron pin; thence North 00° 00' 00" East 58.71 feet to an iron pin; thence North 11° 12' 19" West 270.53 feet to an iron pin; thence North 28° 26' 07" East 135.12 feet to an iron pin; thence North 34° 34' 57" East 188.45 feet to an iron pin; thence North 32° 48' 51" West 131.45 feet to an iron pin; thence North 11° 36' 28" West 34.82 feet to an iron pin; thence North 11° 36' 28" West 50.88 feet to an iron pin; thence North 30° 32' 26" West 104.53 feet to an iron pin; thence South 76° 51' 32" West 374.25 feet to an iron pin; thence South 57° 52' 30" West 135.49 feet to an iron pin; thence South 72° 24' 02" West 272.70 feet to an iron pin; thence South 82° 47' 40" West 103.68 feet to an iron pin; thence South 63° 38' 50" West 45.01 feet to an iron pin; thence South 73° 03' 27" West 66.67 feet to an iron pin; thence South 16° 56' 33" East 66.67 feet to an iron pin; thence South 22° 29' 57" West 53.42 feet to an iron pin; thence South 44° 39' 48" West 147.59 feet to an iron pin; thence South 68° 01' 13" West 174.06 feet to an iron pin; thence South 75° 39' 50" West 144.32 feet to an iron pin; thence North 79° 18' 33" West 30.15 feet to an iron pin; thence North 79° 18' 33" West 212.22 feet to an iron pin; thence North 41° 11' 41" West 25.07 feet to an iron pin; thence North 33° 23' 24" West 30.06 feet to a non-monumented corner in the centerline of a ditch, a common corner with Nixon and M R Hogs; thence with the centerline of the ditch and the common line with M R Hogs, North 52° 56' 53" East 82.19 feet to a non-monumented corner; thence South 59° 56' 35" East 77.54 feet to a non-monumented corner; thence South 72° 52' 40" East 47.56 feet to a non-monumented corner; thence North 82° 10' 51" East 24.02 feet to a non-monumented corner; thence North 66° 10' 45" West 52.05 feet to a non-monumented corner; thence South 86° 36' 40" East 10.13 feet to a non-monumented corner; thence South 86° 36' 40" East 30.78 feet to a non-monumented corner; thence South 86° 36' 40" East 21.94 feet to a non-monumented corner; thence North 66° 51' 40" East 39.98 feet to a non-monumented corner; thence North 57° 17' 39" East 84.15 feet to a non-monumented corner; thence North 80° 49' 01" East 30.68 feet to a non-monumented corner; thence North 54° 07' 09" East 38.92 feet to a non-monumented corner; thence North 38° 34' 40" East 103.08 feet to a non-monumented corner; thence North 55° 03' 16" East 62.73 feet to a non-monumented corner; thence North 29° 12' 37" East 61.95 feet to a non-monumented corner; thence North 24° 04' 02" West 65.65 feet to a non-monumented corner; thence North 35° 45' 17" East 68.92 feet to a non-monumented corner; thence North 64° 49' 53" East 67.50 feet to a non-monumented corner; thence North 75° 42' 23" East 64.99 feet to a non-monumented corner; thence South 84° 56' 16" East 42.36 feet to a non-monumented corner; thence North 56° 45' 24" East 106.63 feet to a non-monumented corner; thence North 89° 36' 21" East 93.03 feet to a non-monumented corner; thence

North 70° 30' 56" East 58.50 feet to a non-monumented corner; thence North 54° 33' 25" East 48.74 feet to a non-monumented corner; thence North 78° 17' 24" East 34.79 feet to a non-monumented corner; thence North 51° 43' 51" East 22.71 feet to a non-monumented corner; thence North 70° 11' 47" East 59.19 feet to a non-monumented corner; thence North 05° 28' 18" East 16.83 feet to a non-monumented corner; thence North 71° 31' 11" East 41.05 feet to a non-monumented corner; thence South 59° 58' 15" East 62.51 feet to a non-monumented corner; thence South 49° 54' 54" East 56.23 feet to a non-monumented corner; thence South 74° 07' 48" East 43.31 feet to a non-monumented corner; thence North 77° 52' 28" East 111.17 feet to a non-monumented corner; thence North 66° 38' 58" East 103.58 feet to a non-monumented corner; thence North 65° 49' 36" East 224.03 feet to a non-monumented corner; thence leaving the common line with M R Hogs, South 24° 43' 46" East 140.03 feet to an iron pin ("Point A"); thence South 24° 28' 00" East 31.48 feet to an iron pin; thence South 12° 20' 10" East 44.28 feet to an iron pin; thence South 12° 20' 10" East 44.28 feet to an iron pin; thence South 58° 21' 55" East 99.79 feet to an iron pin; thence North 88° 46' 29" East 168.06 feet to an iron pin; thence South 76° 22' 39" East 599.05 feet to an iron pin; thence North 76° 03' 53" East 318.15 feet to an iron pin; thence North 46° 16' 46" East 89.25 feet to an iron pin; thence North 00° 41' 58" East 272.44 feet to an iron pin; thence North 39° 02' 22" East 131.08 feet to an iron pin; thence South 83° 37' 24" East 293.79 feet to an iron pin; thence South 55° 19' 53" East 201.37 feet to an iron pin on the top of the bank of the New River; thence with the top of the bank of the New River, the following thirteen (13) calls: South 32° 44' 38" West 188.67 feet to an iron pin; South 15° 53' 05" East 85.03 feet to an iron pin; South 27° 44' 57" East 144.79 feet to an iron pin; South 37° 51' 49" East 53.95 feet to an iron pin; North 86° 38' 15" East 51.11 feet to an iron pin; South 53° 55' 37' East 86.65 feet to an iron pin; South 19° 40' 42" East 89.98 feet to an iron pin; South 52° 31' 52" East 117.66 feet to an iron pin; South 43° 18' 44" West 161.94 feet to an iron pin; South 60° 24' 29" West 59.31 feet to an iron pin; South 20° 57' 41" East 111.90 feet to an iron pin; South 33° 32' 51" East 105.87 feet to an iron pin; South 27° 33' 14" East 174.12 feet to an iron pin; thence leaving the top of the bank of the New River, North 86° 35' 52" West 81.09 feet to an iron pin; thence North 54° 11' 13" West 210.60 feet to an iron pin; thence North 31° 07' 12" West 151.02 feet to an iron pin; thence North 53° 34' 27" West 137.33 feet to an iron pin; thence South 56° 05' 31" West 285.47 feet to an iron pin; thence South 17° 21' 11" West 100.11 feet to an iron pin; thence South 53° 35' 53" West 220.95 feet to an iron pin; thence South 36° 40' 07" West 228.10 feet to an iron pin; thence North 66° 16' 48" West 112.13 feet to an iron pin; thence North 37° 20'19" East 222.89 feet to an iron pin; thence North 50° 32' 10" East 268.65 feet to an iron pin; thence North 06° 51' 01" West 207.56 feet to an iron pin; thence North 30° 47' 34" West 200.53 feet to an iron pin; thence North 87° 53' 12" West 616.82 feet to an iron pin; thence North 66° 57' 13" West 278.27 feet to an iron pin; thence South 80° 02' 10" West 277.92 feet to an iron pin; thence South 32° 37' 30" West 200.61 feet to an iron pin; thence South 07° 58' 08" East 291.47 feet to an iron pin; thence North 88° 54' 47" West 86.25 feet to the point and place of BEGINNING, and containing 29.53 acres, more or less, and as more particularly shown on a map of survey entitled "Conservation Easement Survey for Restoration Systems, LLC, Jarmans

Oak Restoration Site," prepared by K2 Design Group, P.A., dated 11/06/06 (DWG. No.: RSS923MR06).

The above-described Conservation Easement is conveyed subject to the following two (2) thirty (30) foot non-exclusive crossing easements for ingress, egress and regress to be retained by Grantor for the benefit of Grantor, their heirs, successors and assigns, the owner of the adjoining M R Hogs property, its successors and assigns, and Restoration Systems, LLC, its successors and assigns, as follows:

Crossing Easement No.1: BEGINNING at a point in the centerline of a ditch, which point is located the following four (4) calls from an iron pin in the eastern margin of N.C.S.R. 1230, Nixon's northwest corner: North 72° 39' 41" East 373.06 feet to an iron pin; North 74° 08' 35" East 176.89 feet to an iron pin; South 70° 48' 45" East 135.15 feet to an iron pin; South 16° 21' 06" West 164.98 feet to the point and place of BEGINNING; thence with the centerline of the ditch, South 86° 36' 40" East 30.78 feet to a non-monumented corner; thence South 16° 21' 06" West 68.20 feet to an iron pin; thence South 79° 18' 33" West 30.15 feet to an iron pin; thence North 16° 21' 06" East 64.26 feet to the point and place of BEGINNING, and containing .05 acres, more or less, as shown on Inset "B" on a map of survey entitled "Conservation Easement Survey for Restoration Systems, LLC, Jarmans Oak Restoration Site," prepared by K2 Design Group, P.A., dated 11/06/06 (DWG. No.: RSS923MR06).

Crossing Easement No. 2: BEGINNING at a point which is South 24° 43' 46" East 140.03 feet from Point "A" as identified on said survey; thence from said BEGINNING POINT, South 24° 28' 00" East 31.48 feet to an iron pin; thence South 12° 20'10" East 44.28 feet to an iron pin; thence South 69° 36' 05" West 103.95 feet to an iron pin; thence South 47° 53' 58" West 93.58 feet to an iron pin; thence North 47° 53' 58" East 204.01 feet to the point and place of BEGINNING, and containing .20 acres, more or less, and as shown on a map of survey entitled "Conservation Easement Survey for Restoration Systems, LLC, Jarmans Oak Restoration Site," prepared by K2 Design Group, P.A., dated 11/06/06 (DWG. No.: RSS923MR06).

The above-described Conservation Easement is conveyed TOGETHER WITH the following two (2) access easements for ingress, egress and regress:

Access Easement No. 1: A thirty (30) foot easement described as follows: BEGINNING at an iron pin in the eastern margin of N.C.S.R. 1230, Nixon's southwest corner (see Deed Book 422, page 386); thence with Nixon's line the following eight (8) calls: South 89° 33' 44" East 169.17 feet to an iron pin; North 85° 35' 09" East 56.96 feet to an iron pin; North 35° 16' 31" East 47.69 feet to an iron pin; North 18° 02' 17" East 27.86 feet to an iron pin; North 44° 57' 56" East 24.47 feet to an iron pin; North 16° 10' 23" East 30.95 feet to an iron pin; North 30° 46' 49" East 42.39 feet to an iron pin; North 60° 06' 58" East 26.83 feet to a corner with Nixon, M R Hogs and Grantor herein; thence South 33° 23' 24" East 30.06 feet to an iron pin; thence South 60° 06' 58" West 20.81 feet to an iron pin; thence South 30° 46' 49" West 30.70 feet to an iron pin; thence South 16° 10' 23" West 34.81 feet to an iron pin; thence South 44° 57' 56" West 24.98 feet to an iron pin; thence South 18° 02' 17" West 25.22 feet to an iron pin; thence South 35° 16' 31" West 66.33 feet to an iron pin; thence South 85° 35' 09" West 72.32 feet to an iron pin; thence North

89° 33' 44" West 162.58 feet to an iron pin in the eastern right-of-way of N.C.S.R. 1230; thence with the eastern right-of-way of N.C.S.R. 1230, North 14° 15' 17" West 31.01 feet to the point and place of BEGINNING, and containing .30 acres, more or less, and as more particularly shown on Inset "A" on a map of survey entitled "Conservation Easement Survey for Restoration Systems, LLC, Jarmans Oak Restoration Site," prepared by K2 Design Group, P.A., dated 11/06/06 (DWG. No.: RSS923MR06).

Access Easement No. 2: A twenty (20) foot easement for ingress, egress and regress, ten (10) feet either side of a centerline that runs along the top edge of an existing ditch, which centerline is described as follows: BEGINNING at an iron pin in the northern margin of NC Highway 24, which iron pin is located South 88° 18' 54" East 1129.08 feet and South 16° 45' 52" West 176.09 feet from NCGS MARKER "Cycle" (N=429,149.9060'; E=2,410,240.4400'); thence from said BEGINNING POINT, North 16° 45' 52" East 176.09 feet to an iron pin (NC Grid Coordinate N=429,116.7085'; E=2,411,371.0319'); thence North 20° 21' 43" East 218.31 feet to an iron pin; thence North 59° 30' 04" East 370.65 feet to an iron pin; thence North 55° 06' 26" East 177.91 feet to an iron pin; thence North 09° 31' 54" East 63.31 feet to the point of ending, and containing .46 acres, more or less, and as more particularly shown on a map of survey entitled "Conservation Easement Survey for Restoration Systems, LLC, Jarmans Oak Restoration Site," prepared by K2 Design Group, P.A., dated 11/06/06 (DWG. No.: RSS923MR06).