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Register of Deeds
BOOK 222 PAGE 392

MLA

STATE OF NORTH CAROLINA

TYRRELL COUNTY

MODIFICATION OF CONSERVATION EASEMENT AND RELEASE PURSUANT TO FULL DELIVERY MITIGATION CONTRACT

SPO File Number 89-ZC-MOD
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 MODIFICATION OF CONSERVATION EASEMENT AND RELEASE, made this 15th day of April, 2010, by and between Great Dismal Swamp RestorationBank, LLC a Limited Liablitity Company whose mailing address is Post Office Box 6186, Chesapeake, VA 23323, ("**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:

This deed is intended to modify and replace the previous deed of a conservation easement as recorded in **Deed Book 211, Page 926, of the Tyrrell County Registry** (the "**Deed**"). Grantor and Grantee (collectively, the "**Parties**") have agreed to modify portions of the land areas that were included in the easement area in such Deed. Areas which the parties now agree should not be encumbered by this conservation easement should be released to the Grantor and the conservation easement on all areas which the parties agree should be encumbered will continue to be subject to the conservation easement conveyed to the Grantee. To this end, the State of North Carolina, through its authorized representatives signing below, quitclaims and releases to the Grantor all property interests in the easement areas defined in the easement recorded at **Deed Book 211, Page 926, Tyrrell County Registry**, that are not hereafter included within the new conservation easement area defined in this deed.

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, this Modification of Conservation Easement and Release between Grantor and Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Great Dismal Swamp RestorationBank, LLC, Post Office Box 6186, Chesapeake, VA 23323** 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 **006067-A.**

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 the 5th day of June 2009; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Alligator Township, Tyrrell County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 3,044.19 acres conveyed to the Grantor as recorded in **Deed Book 181, Page 006,** of the Tyrrell County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a new Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of **Little Alligator 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 new Conservation Easement of the nature and character and to the extent hereinafter set forth, over a portion of the Protected Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tract of land identified as ***"New 100' Stream Restoration Easement, Total Area 11.385 acres"*** as shown on a plat entitled **Exhibit of 11.385 acre Conservation Easement for the State of North Carolina, Ecosystem Enhancement Program, Great Dismal Swamp Restoration Bank, LLC Stream Restoration: RFP No. D06067 dated March 10, 2010 by Geodetic Services, Inc.** and **recorded in Map Cabinet C, Slide 336 Tyrrell County Registry**, said Easement Area being more particularly described as follows:

See Exhibits A and B Attached

The effective date of this conservation easement on the Easement Area set forth herein, a portion of the area described in easement recorded in **Deed Book 211, Page 926, of the Tyrrell County Registry**, shall be **March 19, 2007**, the date the conservation easement being modified by this document was recorded.

FURTHERMORE, all property interests in the area defined in the easement recorded in **Deed Book 211, Page 926, of the Tyrrell County Registry**, that are not included within the Easement Area as defined above are hereby quitclaimed and released to the Grantor by the State of North Carolina, through its authorized representatives signing below.

The purposes of this Conservation Easement are to maintain, restore, enhance, and create 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 N.C. Gen. Stat. Chapter 121, Article 4, and this Conservation Easement shall be perpetual and shall run with, and be a continuing restriction upon the use of the Property, and it shall be enforceable by the Grantee against the Grantor, and against Grantor's heirs, successors and assigns, personal representative, agents, lessees, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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 reserves the right to subdivide the lands within the easement area a total of four divisions. The four reserved divisions shall include the retained fee interests, subject to the terms of this easement, for the purposes of will, devise or bequeath. Except for the reserved divisions, Grantor voluntarily agrees that no other 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 and Inspection.** The Grantee, its employees and agents, successors and assigns, receive the perpetual right of unlimited and repeated ingress and egress to the Easement Area over the Property at reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless

otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns that comes to the attention of the Grantee the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor, its successors or assigns, 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, its successors or assigns.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

V. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

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

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

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

E. This Conservation Easement may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

F. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Easement Area, and the right of quiet enjoyment of the Easement Area.

TO HAVE AND TO HOLD the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation Easement herein granted; that the same are free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

[Remainder of page left blank intentionally.]

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

GRANTOR:

_____ (SEAL)
Great Dismal Swamp RestorationBank, LLC
Emil A. Viola, Managing Member

STATE OF Virginia

~~COUNTY~~/CITY OF Chesapeake

I, Beverly M. White, a Notary Public in and for the County and State aforesaid, do hereby certify that Emil A. Viola, who is Managing Member of Great Dismal Swamp RestorationBank, LLC, 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 15th day of April, 2010.

_____
Notary Public

Printed Name of Notary: Beverly M. White

My commission expires:
7-31-2013

BEVERLY M. WHITE
NOTARY PUBLIC
REG. #197446
MY COMMISSION EXPIRES 7-31-13
COMMONWEALTH OF VIRGINIA

IN TESTIMONY WHEREOF, the State of North Carolina has caused this instrument to be executed in its name by **BEVERLY E. PERDUE**, Governor, attested by **ELAINE F. MARSHALL**, Secretary of State, and the Great Seal of the State of North Carolina hereunto affixed, by virtue of the power and authority aforesaid, all as of the date set forth in the notary acknowledgment below.

STATE OF NORTH CAROLINA

By: _____
Beverly E. Perdue,
Governor

ATTEST:

By: Elaine F. Marshall
Secretary of State

APPROVED AS TO FORM:

Roy A. Cooper,
Attorney General

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Jennell Baughman, a Notary Public of Johnston County and State of North Carolina, do hereby certify that **ELAINE F. MARSHALL**, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by **BEVERLY E. PERDUE**, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 22nd day of June, 2010.

JENNELL BAUGHMAN
Notary Public
Johnston County
State of North Carolina
My Commission Expires Nov 21, 2011

Jennell Baughman
Notary Public
Print Name: Jennell Baughman

My Commission Expires: 11-21-2011

Exhibit A

Legal Description
Area of Conservation Easement Release To
Great Dismal Swamp RestorationBank, LLC
Alligator Township, Tyrrell County, North Carolina

Beginning at a point on the east line of the 60' right-of-way of Dillon Road (D.B. 145. Pg. 386 – Tract 25), said point being located S 32°58'07" W 926.41feet from an existing iron pipe on the centerline of Dillon Road the northeast corner of "Parcel 2 – Crep Site 585.88 acres ±" as shown on map by Timothy ... Esolen for Great Dismal Swamp Restorationbank, LLC, bearing last revised date of February 5, 2002 and having N.C. State Plane Coordinates = N: 801,475.21 feetUS, E:2,841,016.34 feetUS; thence from the point of beginning and with a new line over the lands of Great Dismal Swamp Restorationbank, LLC describing the centerline of a 110' easement, S 51°45'01" E a distance of 117.39 feet to a point; thence S 22°00'12" E a distance of 75.20 feet to a point; thence S 07°51'01" W a distance of 156.82 feet to a point; thence S 19°25'05" W a distance of 231.62 feet to a point; thence S 11°39'40" W a distance of 198.19 feet to a point; thence S 32°11'54" W a distance of 178.24 feet to a point; thence S 49°30'31" W a distance of 237.78 feet to a point; thence S 65°28'25" W a distance of 556.41 feet to a point; thence S 34°49'28" W a distance of 440.26 feet to a point; thence S 34°40'20" W a distance of 80.29 feet to a point; thence S 11°57'42" W a distance of 536.70 feet to a point; thence S 67°37'43" E a distance of 668.10 feet to a point; thence S 08°35'34" W a distance of 40.79 feet to a point; thence S 05°10'52" E a distance of 105.15 feet to a point; thence S 02°04'35" W a distance of 209.31 feet to a point; thence S 56°34'46" E a distance of 94.85 feet to a point; thence S 34°34'13" E a distance of 234.04 feet to a point; thence S 80°29'34" E a distance of 67.72 feet to a point; thence S 67°37'35" E a distance of 105.90 feet to a point; thence S 09°09'50" E a distance of 186.79 feet to a point; thence S 00°21'47" W a distance of 53.20 feet to a point; thence S 11°39'40" W a distance of 344.23 feet to a point; thence S 04°16'05" E a distance of 81.00 feet to a point, the terminus of the easement; said easement encompasses 12.622 acres, more or less and said easement being located upon the lands of Great Dismal Swamp Restorationbank, LLC as described in D.B. 181, PG. 6 of the Tyrrell County Registry.

Above described tract being a release of the lands as conveyed by Conservation Easement recorded in Deed Book 211, Page 926 of the Tyrrell County Registry.

[Remainder of page left blank intentionally.]

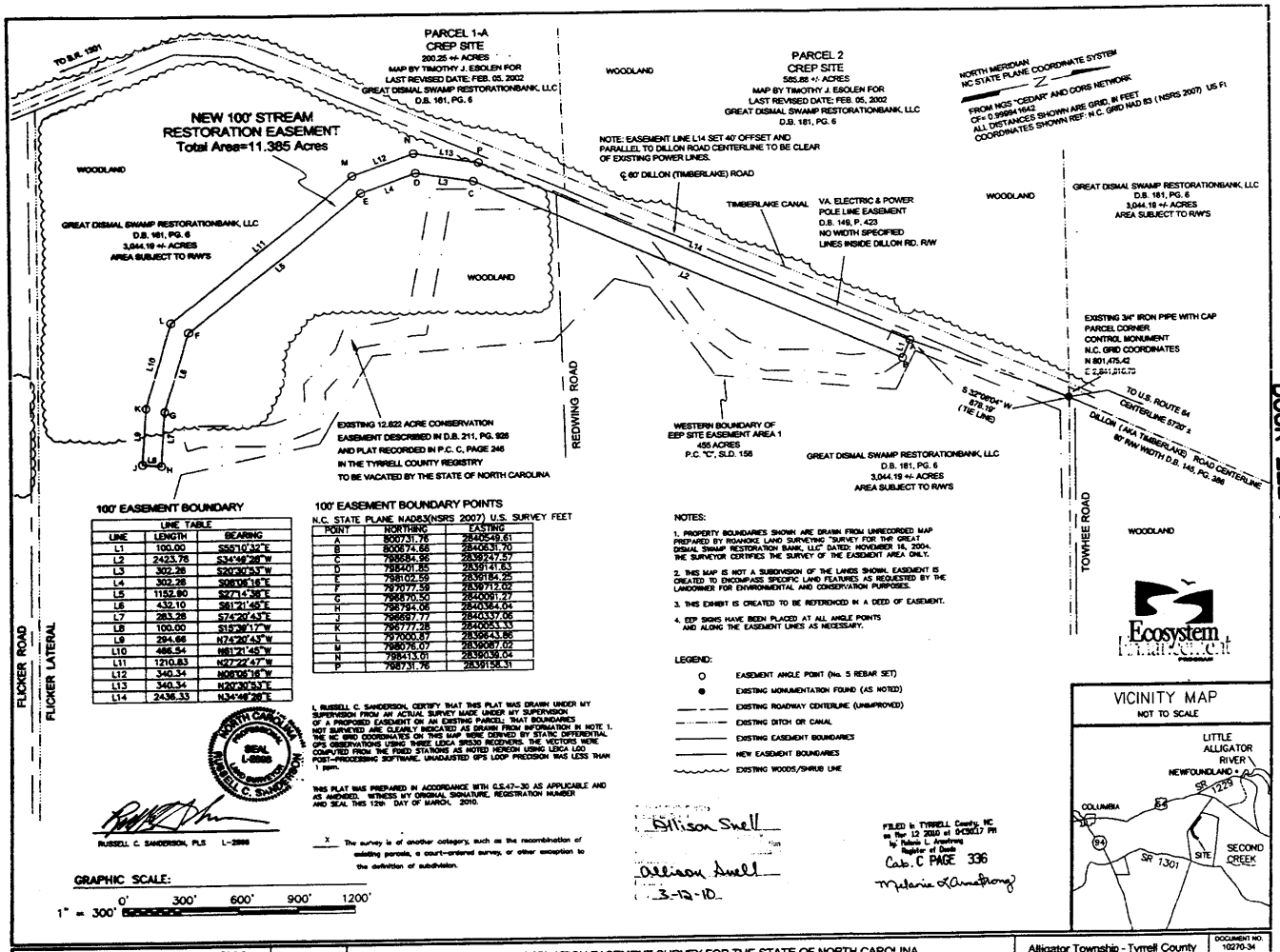
Exhibit B

Legal Description
Area of Modified
State of North Carolina Conservation Easement

LEGAL DESCRIPTION
11.385 ACRE STREAM RESTORATION EASEMENT (12 March 2010)
RFP No. 16-D06067
DISMAL SWAMP RESTORATIONBANK, LLC
ALLIGATOR TOWNSHIP, TYRRELL COUNTY, NORTH CAROLINA

Beginning at a 5/8" rebar on the east side of the 60' right-of-way of Dillon Road (D.B. 145, Pg. 386 – Tract 25), said point being located S 32°08'04" W 878.19 feet from a 3/4" iron pipe with cap on the centerline of Dillon Road the northeast corner of "Parcel 2 – Crep Site 585.88 acres ±" as shown on unrecorded map by Timothy J. Esolen for Great Dismal Swamp Restorationbank, LLC, bearing last revised date of February 5, 2002 and having NAD83(NSRS 2007) N.C. State Plane Coordinates in U.S. Survey Feet = N: 801,475.42, E: 2,841,016.73; thence
From the point of beginning and with a new line over the lands of Great Dismal Swamp Restorationbank, LLC (D.B. 181, PG. 6), S 55°10'32" E a distance of 100.00 feet to a 5/8" rebar; thence with a new line 140.00 feet distant and parallel to the platted centerline of Dillon Road, S 34°49'28" W a distance of 2423.78 feet to a 5/8" rebar; thence with new lines over the lands of Great Dismal Swamp Restorationbank the following courses and distances:
S 20°30'53" W a distance of 302.28 feet to a 5/8" rebar, S 08°06'16" E a distance of 302.28 feet to a 5/8" rebar, S 27°14'38" E a distance of 1152.90 feet to a 5/8" rebar, S 61°21'45" E a distance of 432.10 feet to a 5/8" rebar, S 74°20'43" E a distance of 283.28 feet to a 5/8" rebar, S 15°39'17" W a distance of 100.00 feet to a 5/8" rebar, N 74°20'43" W a distance of 294.66 feet to a 5/8" rebar, N 61°21'45" W a distance of 466.54 feet to a 5/8" rebar, N 27°22'47" W a distance of 1210.83 feet to a 5/8" rebar, N 08°06'16" W a distance of 340.34 feet to a 5/8" rebar, N 20°30'53" E a distance of 340.34 feet to a 5/8" rebar; thence
With a new line 40.00 feet distant and parallel to the platted centerline of Dillon Road, N 34°49'28" E a distance of 2436.33 feet to the point of beginning, containing 11.385 acres, more or less as shown on a plat of survey entitled *"Exhibit of 11.385 Acre Conservation Easement Survey for The State of North Carolina Ecosystem Enhancement Program - Great Dismal Swamp Restorationbank, LLC - Stream Restoration: RFP No. D06067"* dated March 5, 2010, and **recorded in Map Cabinet "C", Slide 336** of the Tyrrell County Registry.

Not a Certified Document – This document originally issued and sealed by Russell C. Sanderson, PLS, L-2898, on 12 March 2010. This document shall not be considered a certified document.



100' EASEMENT BOUNDARY

LINE TABLE		
LINE	LENGTH	BEARING
L1	100.00	S55°10'32"E
L2	2423.78	S34°49'28"W
L3	302.28	S20°30'53"W
L4	302.28	S08°06'16"E
L5	1152.90	S27°14'38"E
L6	432.10	S61°21'45"E
L7	283.28	S74°20'43"E
L8	100.00	S15°39'17"W
L9	294.66	N74°20'43"W
L10	486.54	N61°21'45"W
L11	1210.83	N27°22'47"W
L12	340.34	N08°06'16"W
L13	340.34	N20°30'53"E
L14	2436.33	N34°49'28"E

100' EASEMENT BOUNDARY POINTS

N.C. STATE PLANE NAD83(NSRS 2007) U.S. SURVEY FEET

POINT	NORTHING	EASTING
A	800731.76	2840549.61
B	800874.66	2840631.70
C	798684.96	2839247.57
D	798401.85	2839141.63
E	798102.59	2839184.25
F	797077.39	2839712.02
G	796870.50	2840091.27
H	796794.06	2840364.04
I	796697.77	2840337.06
K	796777.28	2840053.33
L	797000.87	2839843.86
M	798076.07	2839087.02
N	798413.01	2839039.04
P	798731.76	2839158.31

NOTES:

1. PROPERTY BOUNDARIES SHOWN ARE DRAWN FROM UNRECORDED MAP PREPARED BY ROANOKE LAND SURVEYING "SURVEY FOR THE GREAT DISMAL SWAMP RESTORATION BANK, LLC" DATED: NOVEMBER 16, 2004. THE SURVEYOR CERTIFIES THE SURVEY OF THE EASEMENT AREA ONLY.
2. THIS MAP IS NOT A SUBDIVISION OF THE LANDS SHOWN. EASEMENT IS CREATED TO ENCOMPASS SPECIFIC LAND FEATURES AS REQUESTED BY THE LANDOWNER FOR ENVIRONMENTAL AND CONSERVATION PURPOSES.
3. THIS EXHIBIT IS CREATED TO BE REFERENCED IN A DEED OF EASEMENT.
4. EEP SIGNS HAVE BEEN PLACED AT ALL ANGLE POINTS AND ALONG THE EASEMENT LINES AS NECESSARY.

LEGEND:

- EASEMENT ANGLE POINT (No. 5 REBAR SET)
- EXISTING MONUMENTATION FOUND (AS NOTED)
- EXISTING ROADWAY CENTERLINE (UNIMPROVED)
- EXISTING DITCH OR CANAL
- EXISTING EASEMENT BOUNDARIES
- NEW EASEMENT BOUNDARIES
- EXISTING WOODS/SHRUB LINE

I, RUSSELL C. SANDERSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION OF A PROPOSED EASEMENT ON AN EXISTING PARCEL. THAT BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION IN NOTE 1. THE NC GRID COORDINATES ON THIS MAP WERE DERIVED BY STATIC DIFFERENTIAL GPS OBSERVATIONS USING THREE LEICA SR530 RECEIVERS. THE VECTORS WERE COMPUTED FROM THE FIXED STATIONS AS NOTED HEREON USING LEICA LGO POST-PROCESSING SOFTWARE. UNADJUSTED GPS LOOP PRECISION WAS LESS THAN 1 ppm.

THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S.47-30 AS APPLICABLE AND AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 12th DAY OF MARCH, 2010.

NORTH CAROLINA PROFESSIONAL SEAL L-2888 RUSSELL C. SANDERSON

RUSSELL C. SANDERSON, PLS L-2888

X The survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

Allison Snell
Allison Snell
3-12-10

FILED in TYRRELL County, NC
on Mar 12 2010 at 04:30:17 PM
by Rebecca L. Armstrong
Register of Deeds
Cab. C PAGE 336
Melanie L Armstrong

GRAPHIC SCALE:
1" = 300' 0' 300' 600' 900' 1200'

VICINITY MAP
NOT TO SCALE

GEO SERVICES
GEODETIC SERVICES, INC.
321 CLEVELAND PLACE
VIRGINIA BEACH, VA. 23462
(757) 499-7995

SURVEY : 03/09/10
SCALE : 1"=300'
DRAWN : RCS
CHECKED : ETC

EXHIBIT OF 11.385 ACRE CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA
ECOSYSTEM ENHANCEMENT PROGRAM - Great Dismal Swamp Restorationbank, LLC - Stream Restoration: RFP No. D06067

Alligator Township - Tyrrell County
North Carolina

DOCUMENT NO. 10270-34
SHEET 1 OF 1