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STATE OF NORTH CAROLINA

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COUNTY OF CHATHAM

PREPARED BY: Thomas D. Henry
Assistant Attorney General
North Carolina Department of Justice
1505 Mail Service Center
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RETURN TO: North Carolina Department of Transportation
PDEA - Natural Environment Section
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CONSERVATION EASEMENT in PERPETUITY and TEMPORARY CONSTRUCTION EASEMENT

This Conservation Easement in Perpetuity ("Conservation Easement") and Temporary Construction Easement are granted on this 19th day of October, 2015, by WALLACE H. HARRIS, JR. and wife BARBARA T. HARRIS, having an address of 9 Wakefield Court, Greenville, South Carolina, 29615, and BILLIE T. LASSITER, having an address of 319 Augusta Drive, Statesville, North Carolina, 28625, (collectively, "Grantor"), to THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, having an address of 1548 Mail Service Center, Raleigh, NC 27699-1548 ("NCDOT").

The designation Grantor and NCDOT 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.

WHEREAS:

Grantor is the sole owner in fee simple of certain real property more particularly described in Deed Book 411, Page 846, Deed Book JS, Page 143, and depicted in Plat Book 2004, Pages 393-94, Plat Book _____, Page _____, and Plat Book _____, Page _____ of the Chatham County Registry (hereinafter, the "Property"), which consists of approximately 116.39 acres, more or less, located in Albright Township, Chatham County, North Carolina.

The Property provides natural wildlife habitat for a wide variety of land, air and aquatic species, because of the streams that run through the Property; many of these species, which rely on the streams, are of great importance to Grantor and the people of North Carolina.

By a Conservation Easement instrument recorded on January 18, 2006 in the Chatham County Registry (the "2006 CE"), NCDOT acquired a perpetual Conservation Easement over, upon, and across an area of the Property comprising 9.825 acres as more particularly described and depicted in the 2006 CE.

Grantor is willing to grant, and NCDOT is willing to accept, a perpetual Conservation Easement over, upon, and across four additional areas of the Property (collectively, the "Conservation Easement Area"), each of which is contiguous with the existing conservation area as described and depicted in the 2006 CE. These four additional areas together comprise 1.40 acres, more or less. Grantor acknowledges that this grant will restrict and limit the use of land within the Conservation Easement Area to the terms and conditions and for the purposes hereinafter set forth. The Conservation Easement Area is described in Plat Book 2015, Page 265 of the Chatham County Registry.

Grantor is further willing to grant, and NCDOT is willing to accept, a Temporary Construction Easement ("TCE") over, upon, and across the Property for purposes of the construction, implementation, maintenance, repair, and monitoring of the Stream Mitigation Project described herein. The area of the Temporary Construction Easement is described in Plat Book 2015, Page 266 of the Chatham County Registry.

Grantor and NCDOT acknowledge that the terms, conditions, and purposes set forth herein are intended to be fully consistent with the terms, conditions, and purposes set forth in the 2006 CE, such that the conservation areas established pursuant to each instrument shall together be in effect an integral whole with a common purpose.

NCDOT is an agency of the State of North Carolina whose purpose includes the construction of transportation projects for public use and which has the authority to acquire land for the purpose of mitigating environmental impacts of these transportation projects.

NCDOT, in coordination with the North Carolina Department of Environmental Quality, Division of Mitigation Services ("DMS") desires to restore, enhance or preserve approximately

3600 linear feet of stream and associated streamside wetlands in Chatham County on the Property (hereinafter, the "Stream Mitigation Project").

NCDOT, under a Section 404 permit granted by the United States Army Corps of Engineers ("USACE"), must conduct certain off-site stream and wetland mitigation work to compensate for impacts to streams and wetlands resulting from road construction.

The Stream Mitigation Project will be undertaken pursuant to a Stream Mitigation Plan developed by NCDOT and/or DMS for the restoration, enhancement and preservation of the streams and wetlands on the Conservation Easement Area, and kept on file with NCDOT and/or DMS.

The purposes of the Conservation Easement over the Conservation Easement Area are (1) to protect the mitigation activities performed by the NCDOT; (2) to preserve and protect the conservation values of the Conservation Easement Area, which include natural resources; wildlife habitat for land, air and aquatic species; aquatic resources, including streams, rivers, ponds, and wetlands; and scenic resources of the Property; (3) to prevent any use of the Conservation Easement Area that will significantly impair or interfere with these purposes; and, (4) to maintain permanently the dominant woodland, scenic and natural character of the Conservation Easement Area.

Grantor intends that the conservation values of the Conservation Easement Area be preserved and maintained, and further, Grantor intends to convey to NCDOT the right to preserve and protect the conservation values of the Conservation Easement Area in perpetuity.

The conservation purposes of this Conservation Easement are recognized by the Uniform North Carolina Conservation and Historic Preservation Agreements Act, N.C.G.S. § 121-34 *et seq.*, which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate to retaining land or water areas predominantly in their natural, scenic, or open condition or in agricultural, horticultural, farming or forest use," N.C.G.S. § 121-35(1); and which provides for tax assessment of lands subject to such agreements "on the basis of the true value of the land and improvement less any reduction in value caused by the agreement," N.C.G.S. § 121-40.

NOW, THEREFORE, in consideration of the sum of Sixteen Thousand Five Hundred DOLLARS AND NO CENTS ($16,500.00) and for other good and valuable consideration acknowledged by both Grantor and NCDOT, and in further consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys unto NCDOT and its successors or assigns:

a) forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, in respect to the Conservation Easement Area of the Property of Grantor situated in Chatham County, North Carolina, as described in the plat entitled "Final Plat, Mudlick Creek" dated 6/26/14, prepared by Landmark Surveying, Inc., and recorded in Plat Book 2015, Page

265 of the Chatham County Registry. A reduced-size copy of the plat is attached hereto as Exhibit A and incorporated herein.

b) a Temporary Construction Easement of the nature and character and to the extent hereinafter set forth, in respect to the Property of Grantor situated in Chatham County, North Carolina, as described in the plat entitled "Final Plat, Temporary Construction Easement, Mudlick Creek" dated 05/04/15, prepared by Landmark Surveying, Inc., and recorded in Plat Book 2015, Page 266 of the Chatham County Registry. A reduced-size copy of the plat is attached hereto as Exhibit B and incorporated herein.

It is understood and agreed that the above-recited sum of Sixteen Thousand Five Hundred DOLLARS AND NO CENTS ($16,500.00) shall be paid to Grantor as follows: Eight Thousand Two Hundred Twenty Five DOLLARS AND NO CENTS ($8,250.00) to Wallace H. Harris, Jr. and wife Barbara T. Harris; and Eight Thousand Two Hundred Twenty Five DOLLARS AND NO CENTS ($8,250.00) to Billie T. Lassiter.

The terms, conditions and restrictions of the Conservation Easement and Temporary Construction Easement are as hereinafter set forth:

1. Grant of Conservation Easement

Grantor hereby voluntarily grants and conveys to NCDOT, and NCDOT hereby voluntarily accepts, a perpetual Conservation Easement, which is an immediately vested interest in real property of the nature and character described herein. Grantor agrees that it will not perform, nor knowingly allow others to perform, any act on or affecting the Conservation Easement Area that is inconsistent with the covenants herein. Grantor authorizes NCDOT to enforce these covenants in the manner described below.

Grantor hereby voluntarily grants and conveys to NCDOT all development rights for the Conservation Easement Area, except as otherwise reserved and provided by the terms of this Conservation Easement, that are now or hereafter inherent in the Conservation Easement Area. The parties agree that such rights are terminated and extinguished, and may not be used on or transmitted to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property.

2. Statement of Purpose, Duration

The primary purpose of the Conservation Easement is to protect the NCDOT's mitigation activities within and adjacent to the Conservation Easement Area, including the restored, enhanced, and preserved stream areas. Except as specifically permitted herein, no activity that shall significantly impair the condition of the restored, enhanced or preserved stream areas on the Conservation Easement Area shall be permitted.

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land and is enforceable by the NCDOT against the Grantor, its representatives, heirs, successors and assigns, lessees, agents, and licensees.

3. Description of Conservation Easement Area

The Conservation Easement Area encompasses perennial streams, wetlands and surrounding land located on the Property, as more particularly described and depicted in Exhibit A attached hereto and Plat Book 2015, Page 265 of the Chatham County Registry, and is comprised of 1.40 acres, more or less.

4. Grant of Temporary Construction Easement

Grantor hereby voluntarily grants and conveys to NCDOT, and NCDOT hereby voluntarily accepts, a Temporary Construction Easement over a portion of the Property to be used as a work area as more particularly described and depicted in Exhibit B attached hereto and Plat Book 2015, Page 266 of the Chatham County Registry. NCDOT and its authorized representatives, including USACE and DMS, shall have the exclusive right to use the TCE work area for the purposes of accessing, constructing, implementing, maintaining, repairing, and monitoring the Stream Mitigation Project.

Grantor agrees that the consideration recited herein is just and full compensation for the TCE, including any and all damages if any to Grantor's remaining Property which may result from acquisition or use of the Property or from the Stream Mitigation Project. Grantor agrees that NCDOT, or its representatives, may erect and use construction equipment within the work area of the TCE.

NCDOT and its representatives, including USACE and DMS: shall exercise care to avoid damaging the Property in any manner not consistent with the TCE and its purposes; shall cooperate with Grantor and comply with reasonable requests not inconsistent with the TCE and its purposes; shall have the right to clear vegetation and timber as necessary; shall have the right to use heavy equipment to grade, fill, and prepare the land and to modify hydrology; and upon completion and approval of the Stream Mitigation Project, shall remove any rubbish, excess material, equipment, and temporary structures and shall leave the work area in acceptable condition.

The TCE shall automatically terminate sixty (60) months from the date this instrument is recorded in the Chatham County Registry.

5. Access

NCDOT and its authorized representatives, including USACE and DMS, at all reasonable times and continuing in perpetuity, shall have the right to access the Conservation Easement Area (1) in order to conduct and monitor the Stream Mitigation Project; and (2) for the purpose of inspecting the Conservation Easement Area to determine if the Grantor is complying with the

terms, conditions, restrictions, and purposes of this Conservation Easement. This permanent access will be by way of the conservation easement area established under the 2006 CE, which area is adjacent to State Road 1346 (also known as Silk Hope Liberty Road) and State Road 1004 (also known as Siler City-Staley Snow Camp Road). Access may also be had by way of the TCE work area. NCDOT or its representative will notify Grantor by phone, email, or other correspondence before entering the Property for the purpose of determining compliance. However, if NCDOT or its representative, in their sole discretion, determine that circumstances require immediate entry, such party is not required to notify Grantor prior to entry but will notify Grantor within two business days of such entry.

6. Rights and Responsibilities Retained by the Grantor

Subject to the terms and restrictions contained herein, Grantor reserves to and for itself and its successors all customary rights and privileges of ownership, including without limitation the right to quiet enjoyment of the Conservation Easement Area; the rights to sell, lease, encumber, impose restrictions on and devise the Conservation Easement Area, provided such transaction is subject to the terms of this Conservation Easement and written notice is provided to the NCDOT; together with any rights not specifically prohibited by or limited by this Conservation Easement, and not inconsistent with the purposes of this Conservation Easement. Unless otherwise specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Conservation Easement Area after any Act of God or other event over which it had no control. Grantor understands that nothing in this Conservation Easement relieves it of any obligation or restriction on the use of the Conservation Easement Area imposed by law.

7. Right to Privacy

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Conservation Easement Area. This Conservation Easement does not create any rights of the public in, on or to the Conservation Easement Area, although the public has the right to view the Conservation Easement Area from any adjacent publicly accessible areas.

8. Subdivision

The Conservation Easement Area may not be subdivided, partitioned nor conveyed from the Property, except in its current configuration as an entity or block of the Property.

9. Passive Recreational Use

Grantor retains the right to engage in passive recreational uses of the Conservation Easement Area (requiring no surface alteration of the land and posing no threat to the conservation values set forth herein), including, without limitation, walking, fishing, hunting or animal and plant observation as long as such activity is consistent with the purposes of this Conservation Easement and is not prohibited by Paragraph 10 below.

10. Permitted and Restricted Activities

Any activity on, or use of, the designated Conservation Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by Grantor is prohibited as inconsistent with the purposes of the Conservation Easement. The Conservation Easement Area shall be maintained in its natural, scenic and open condition and restricted from any development that would significantly impair or interfere with the conservation values of this Conservation Easement Area, and any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters is prohibited. Any rights not expressly reserved hereunder by Grantor have been acquired by NCDOT.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A. *Disturbance of Natural Features*

Any changes, disturbance, alteration or impairment of the natural, scenic and aesthetic features of the Conservation Easement Area or any introduction of non-native plants and/or animal species is prohibited unless NCDOT gives its prior written consent or unless otherwise expressly permitted herein.

B. *Agricultural, Grazing, and Horticultural Use and Fencing*

Agricultural, grazing and horticultural use, including landscaping, of the Conservation Easement Area is prohibited. No herbicides, insecticides, fungicides, fertilizers or other potentially harmful substances may be used in the Conservation Easement Area without advance written permission from NCDOT. No agricultural products or by-products may be disposed of in the Conservation Easement Area or within 100 feet of the streambank, whichever is greater, or result in or cause discharge or runoff directly into the Conservation Easement Area. Existing fences may be repaired and replaced. NCDOT or its representatives, specifically including DMS, may install fencing around the perimeter of the Conservation Easement Area.

C. *Silvicultural Use and Land Clearing*

There may be no destruction or cutting of trees or plants in the Conservation Easement Area, except upon written approval of NCDOT. The gathering of firewood in the Conservation Easement Area shall be limited to dead trees, such that the gathering is consistent with the purposes of this Conservation Easement. Removal of large live trees, or thinning of the forest or removal of brush for fire management, may be allowed in some cases provided that any such request is consistent with the purposes of this Conservation Easement and the Grantor obtains prior written approval from NCDOT.

D. *Dumping and Storage*

Dumping or storage of soil, trash, refuse, debris, ashes, garbage, waste, abandoned vehicles or parts, appliances, machinery, or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Conservation Easement Area is prohibited. No agricultural products or by-products, or agricultural equipment, may be dumped or stored in the Conservation Easement Area.

E. *Mineral Use, Excavation, and Dredging*

There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Conservation Easement Area, or on adjacent property if owned by Grantor or his successors, which would cause erosion or siltation on the Conservation Easement Area.

F. *Industrial Use*

Industrial activities on the Conservation Easement Area are prohibited.

G. *Residential Use*

Residential use of the Conservation Easement Area is prohibited.

H. *Commercial Use*

Commercial activities in the Conservation Easement Area are prohibited.

I. *Construction, Roads and Road Building, Motorized Vehicles*

There shall be no building, shed, facility, mobile home, or other structure constructed or placed in the Conservation Easement Area. No new roads, either paved or unpaved, may be constructed in the Conservation Easement Area except as allowed and described in the Stream Mitigation Plan. Motorized vehicles, including off-road vehicles, are prohibited in the Conservation Easement Area. However, NCDOT expressly reserves the right to install, operate, and maintain structures or unpaved roads, and to use motorized vehicles in any manner necessary, for the purpose of reestablishing, protecting, and enhancing stream functional values, including those described in the Stream Mitigation Plan, for the Conservation Easement Area. All structures allowed under this paragraph, but not necessary for maintenance of the stream mitigation activities, will be removed once the USACE has given final approval of the Stream Mitigation Project.

J. *Signs*

No signs shall be permitted in the Conservation Easement Area except interpretive signs describing activities and the conservation values of the Conservation Easement Area, signs

identifying the owner of the Property and the holder of the Conservation Easement, and signs giving directions or prescribing rules and regulations for the use of the Conservation Easement Area, which shall specifically include "No Trespassing," "No Hunting," and "Posted" signs, if applicable.

K. *Utilities*

The installation of utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities, is prohibited. If there are existing utility easements located in the Conservation Easement Area or affecting the Conservation Easement Area, Grantor shall notify NCDOT if right-of-way clearing or other work in the Conservation Easement Area is scheduled by the utility. Any such clearing should be in keeping with the intent of the Conservation Easement.

L. *Water Quality and Drainage Patterns*

Grantor shall conduct no activities in the Conservation Easement Area that would be detrimental to water quality or to any of the plants or habitats within the Conservation Easement Area, or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Conservation Easement Area, or cause soil degradation or erosion. Diking, dredging, alteration, draining, filling or removal of wetlands or stream by Grantor is prohibited. In addition, Grantor is prohibited from diverting or causing or permitting the diversion of surface or underground water into, within or out of the Conservation Easement Area by any means; polluting or discharging into waters, springs, seeps, or wetlands; or using pesticides or biocides in the Conservation Easement Area unless agreed to in writing by NCDOT.

M. *NCDOT's Rights*

NCDOT, on behalf of itself and its authorized representatives, specifically including DMS, reserves the right to use the Conservation Easement Area in any way necessary, consistent with the terms herein, to undertake any activities to protect, restore, manage, maintain, or enhance stream or wetland functional values, and monitor the mitigation work, as described in the Stream Mitigation Plan, in order to mitigate for impacts to streams or wetlands resulting from road construction. These mitigation activities include, but are not limited to, construction of new stream channels; restoration/stabilization of existing stream channels; installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow; planting of trees, shrubs and herbaceous vegetation; construction and maintenance of fences; and utilization of heavy equipment to grade, fill, and prepare the soil. NCDOT and its authorized representatives, including USACE and DMS, further reserve the right to monitor the results of the mitigation activities in perpetuity and to repair or restore any damage to the Conservation Easement Area occurring after initial completion of the construction associated with mitigation activities.

11. <u>Ongoing Responsibilities of the Grantor</u>

Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on NCDOT, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

A. *Taxes*

Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If NCDOT is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse NCDOT for the same.

B. *Upkeep and Maintenance*

Grantor retains all responsibilities and shall bear all costs and liabilities of any kinds related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. NCDOT shall have no obligation for the upkeep or maintenance of the Property.

C. *Liability and Indemnification*

Grantor agrees to indemnify and hold NCDOT harmless from any and all costs, claims or liability, including but not limited to reasonable attorney's fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the intentional misconduct or negligence of NCDOT or its agents, in which case liability shall be apportioned accordingly.

12. Enforcement

NCDOT shall have the right to prevent violations and remedy violations of the terms of this Conservation Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate the terms of this Conservation Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the conservation values of the Conservation Easement Area, NCDOT shall give Grantor written notice of the violation and thirty (30) days to cure the violation, before commencing any legal proceedings. If a court with jurisdiction determines that a violation may exist or has occurred, NCDOT may obtain an injunction to stop the violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring Grantor to restore the Conservation Easement Area to its condition prior to the violation as restoration of the Conservation Easement Area may be the only appropriate remedy. In any case where a court finds that a violation has occurred, Grantor shall reimburse NCDOT for all its expenses incurred in stopping and correcting the violation, including but not limited to court costs, attorneys' fees, and any other costs incurred with onsite remediation. If legal action is brought by NCDOT and the court finds that no violation has occurred, each party shall bear its own costs. The failure of NCDOT to discover a violation or to take immediate legal action shall not bar it from doing so at a later time for that violation or any subsequent violations.

13. Transfer of Easements

NCDOT shall have the right to transfer this Conservation Easement and Temporary Construction Easement to DMS, or any public agency or to a private nonprofit organization that, at the time of transfer, is a qualified organization under §170(h) of the U.S. Internal Revenue Code, as amended and under NCGS §121-34 *et seq.*, provided the agency or organization expressly agrees to assume the responsibility imposed on the transferring party or parties by this Conservation Easement. As a condition of such transfer, NCDOT shall require that the conservation purposes intended to be advanced hereunder shall be continued to be carried out.

14. Transfer of Property

Grantor agrees to incorporate by reference the terms of this Conservation Easement and Temporary Construction Easement in any deed or other legal instrument by which it transfers or divests itself of any interests, including leasehold interests, in all or a portion of the Conservation Easement Area. Failure of Grantor to comply with this section shall not impair the validity of this Conservation Easement and Temporary Construction Easement as to successor owners or limit their enforceability in any way, nor shall Grantor's failure to comply with this section constitute a default under this Conservation Easement and Temporary Construction Easement.

15. Amendment of Easement

This Conservation Easement and Temporary Construction Easement may be amended by a written instrument executed by NCDOT and Grantor. Any such amendment shall be consistent with the purpose of this instrument and its terms, and shall comply with Section 170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded.

16. Procedure in the Event of Changed Conditions

The grant or donation of this Conservation Easement gives rise to a property right immediately vested in NCDOT, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole. That proportionate value of NCDOT's property rights shall remain constant. If a change in conditions occurs, which makes impossible or impractical any continued protection of the Conservation Easement Area for conservation purposes, the restrictions contained herein may only be extinguished by judicial proceeding. Any proceeds recovered in such actions shall be divided in accordance with the proportionate value of Grantor's and NCDOT's interests as specified herein; all expenses including attorneys' fees incurred by Grantor and NCDOT in such action shall be paid out of the recovered proceeds. NCDOT, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Upon such proceedings, such portion shall be equal to the proportionate value that NCDOT's, its successor's and assign's, interest in the Conservation Easement Area bears to the value of the Property as a whole as of the date of the recording of this

Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Easement Area, or any damages otherwise awarded as a result of judicial proceeding, minus Grantor's expenses from such transaction or proceeding.

17. Procedure in the Event of Condemnation or Eminent Domain

Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, Grantor shall immediately give notice to NCDOT and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking. Any proceeds recovered in such actions shall be divided in accordance with the proportionate value of Grantor's and NCDOT's interests as specified herein; all expenses including attorneys' fees incurred by Grantor and NCDOT in such action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority. NCDOT, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the proportionate value that NCDOT's, its successor's and assign's interest in the Conservation Easement Area bears to the value of the Property as a whole as of the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Easement Area, or any damages otherwise awarded as a result of judicial proceeding, minus Grantor's expenses from such transaction or proceeding.

18. Interpretation

This Conservation Easement and Temporary Construction Easement shall be interpreted under the laws of the State of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

19. Perpetual Duration; Severability

This Conservation Easement shall be a servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to Grantor or NCDOT shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Invalidity of any of the covenants, terms or conditions of this Conservation Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof, which shall remain in full force and effect.

20. Notices

Any notices required by this Conservation Easement and Temporary Construction Easement shall be in writing and shall be personally delivered or sent by first class mail to the parties respectively at the following addresses, unless a party has been notified in writing by the other of a change of address:

To the Grantor:

Billie T. Lassiter
319 Augusta Drive
Statesville, NC 28625

Barbara T. Harris and Wallace H. Harris, Jr.
9 Wakefield Court
Greenville, SC 29615

To NCDOT:
North Carolina Department of Transportation
Natural Environment Section
1548 Mail Service Center
Raleigh, NC 27699-1548

In any provision of this Conservation Easement and Temporary Construction Easement in which Grantor is required to provide advance notice to NCDOT of any activity on the Property, such notice shall be given not less than thirty days prior to the planned commencement of the activity. If NCDOT's approval is required, such approval shall be deemed withheld unless NCDOT provides to Grantor written notice of approval within 30 days of receipt of said request. If Grantor has received no response after said 30 days, Grantor may send a second written notice to the NCDOT requesting a statement of the reasons for the disapproval and NCDOT shall respond within 30 days with an explanation for the specific reasons and basis for its decision to disapprove.

21. Grantor's Title Warranty

Grantor covenants and represents that Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement and Temporary Construction Easement; that the Conservation Easement Area and TCE work area are free and clear of any and all encumbrances, except easements and leases of record or in effect by prescriptive rights as of the date hereto; and that there is legal access to the Property; and Grantor covenants that NCDOT shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid easements conveyed.

22. Subsequent Liens

No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use the Conservation Easement Area as collateral for subsequent borrowing. Any such liens shall be subordinated to this Conservation Easement.

23. Subsequent Easements/Restrictions

The grant of any easements or use restrictions that might diminish or impair the conservation values of the Conservation Easement Area is prohibited. Any such easements or restrictions shall be subordinated to this Conservation Easement.

24. Grantor's Environmental Warranty

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable federal and state law, and hereby promises to defend and indemnify NCDOT against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste caused by the intentional or negligent act of Grantor or violation of federal, state or local environmental laws caused by the negligent or intentional act of Grantor. Without limiting the generality of the foregoing, nothing in this Conservation Easement shall be construed as giving rise to any right or ability in NCDOT, nor shall NCDOT have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

25. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and Temporary Construction Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the said easements.

26. Recording

NCDOT shall record this instrument and any amendment hereto in timely fashion with the Office of the Register of Deeds of Chatham County, North Carolina, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement and Temporary Construction Easement.

27. Merger

The Parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

TO HAVE AND TO HOLD this Conservation Easement unto NCDOT, its successors and assigns, forever.

TO HAVE AND TO HOLD this Temporary Construction Easement unto NCDOT, its successors and assigns.

IN WITNESS WHEREOF, Grantor and NCDOT, intending to legally bind themselves, have set their hands on the date first written above.

[SIGNATURES ON PAGES FOLLOWING]

GRANTOR:

Wallace H Harris Jr (Seal)
WALLACE H. HARRIS, JR.

Barbara T. Harris (Seal)
BARBARA T. HARRIS

South
~~NORTH~~ CAROLINA

Greenville COUNTY

I, Alan B Foster, a Notary Public of Greenville County, North Carolina do hereby certify that WALLACE H. HARRIS, JR. and wife BARBARA T. HARRIS personally came before me this day and acknowledged execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 15 day of October, 2015.

Notary Public (SEAL)
My commission expires: 12/9/19

ALAN BO FOSTER
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/9/2019
SOUTH CAROLINA

GRANTOR:

Billie T. Lassiter (Seal)
BILLIE T. LASSITER

I, Leslie A. Tucker, a Notary Public of Iredell County, North Carolina do hereby certify that BILLIE T. LASSITER personally came before me this day and acknowledged execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 19th day of October, 2015.

Leslie A. Tucker
Notary Public (SEAL)
My commission expires: 8/8/2020

LESLIE A. TUCKER
Notary Public
North Carolina
Iredell County

Accepted:

NCDOT:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

Tom Childrey

By: Tom Childrey
Manager, Right of Way Unit

NORTH CAROLINA

WAKE COUNTY

I, Lisa J. Perry, a Notary Public of WAKE County, North Carolina do hereby certify that Tom Childrey personally came before me this day and acknowledged that he is the Manager of the Right of Way Unit of the North Carolina Department of Transportation, an agency of the State of North Carolina, and that by authority duly given he executed the foregoing instrument.

Witness my hand and official stamp or seal this the 7th day of JANUARY, 2016. LJP

Lisa J Perry Lisa J Perry
Notary Public (SEAL)
My commission expires: 12-18-2018

LISA J. PERRY NOTARY PUBLIC WAKE COUNTY N.C.

EXHIBIT A

REDUCED-SIZE PLAT OF CONSERVATION EASEMENT AREA

LANDMARK SURVEYING, INC.

Certificate of Accuracy

I, Douglas R. Yarbrough, certify that this plat was drawn under my direction from an actual survey made under my supervision (deed description recorded in Book 1233, Page 849); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 1233, Page 849; that the ratio of precision as calculated is 1 : 10,000; that this plat was prepared in accordance to G.S. 47-30 as amended. Witness my original signature, license number and seal this 14 day of July, 2014.

Douglas R. Yarbrough Professional Land Surveyor PLS L-3395

NORTH CAROLINA PROFESSIONAL SEAL L-3395 LAND SURVEYOR DOUGLAS R. YARBROUGH

I, DOUGLAS R. YARBROUGH, PROFESSIONAL LAND SURVEYOR NO. L-3395, CERTIFY TO ONE OF THE FOLLOWING:

- ☐ A. This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- ☐ B. This survey is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
- ☐ C. Any one of the following:
  1. That the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street;
  2. That the survey is of an existing building or other structure, or natural feature, such as a watercourse; or
  3. the the survey is a control survey.
- ■ D. This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.
- ☐ E. The information available to the surveyor is such that the surveyor is unable to make a determination to the best of his or her professional ability as to provisions contained in 1 - 4 above.

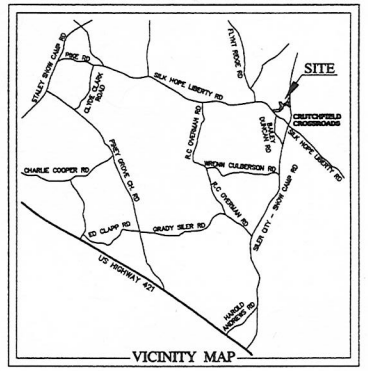
Douglas R. Yarbrough, Professional Land Surveyor PLS L-3395

NORTH CAROLINA PROFESSIONAL SEAL L-3395 LAND SURVEYOR DOUGLAS R. YARBROUGH

LINE TABLE		
Line #	Bearing	Distance
L-1	S 42°43'04" W	83.15'
L-2	S 42°40'23" W	20.46'
L-3	N 84°47'37" E	23.13'
L-4	N 72°30'38" E	20.00'
L-5	S 77°33'27" W	12.61'
L-6	S 76°44'19" W	20.04'

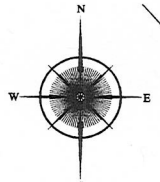
COORDINATE TABLE		
#	NORTH	EAST
1	750926.1514	1871188.9151
2	750799.1442	1871057.1258
3	750737.3772	1870993.0774
4	750881.7422	1870994.7996
5	750676.2821	1870936.6733
6	750661.2372	1870922.8053
7	750813.8488	1870811.9546
8	750815.9497	1870834.9934
9	750976.8232	1870895.8363
10	751076.0867	1870933.3708
11	751470.1420	1870819.2820
12	751197.7043	1870947.8024
13	751160.4862	1871039.4651
14	751016.9680	1871038.0293
15	751306.0016	1871092.2997
16	751272.3546	1871207.5076

COORDINATE TABLE		
#	NORTH	EAST
17	751299.4376	1871293.3288
18	751148.7927	1871330.3544
19	751120.5196	1871209.7337
20	751123.3400	1871121.2467
21	751153.3909	1871349.8588
22	751305.4499	1871312.4051
23	751548.8026	1871580.5530
24	751434.9878	1871530.6609
25	751342.2419	1871430.7997
26	751156.1081	1871362.1697
27	751229.8254	1871522.3762
28	751247.3732	1871560.5119
29	751034.0122	1871722.8844
30	751145.5247	1871606.7498
31	751836.2379	1871696.3771

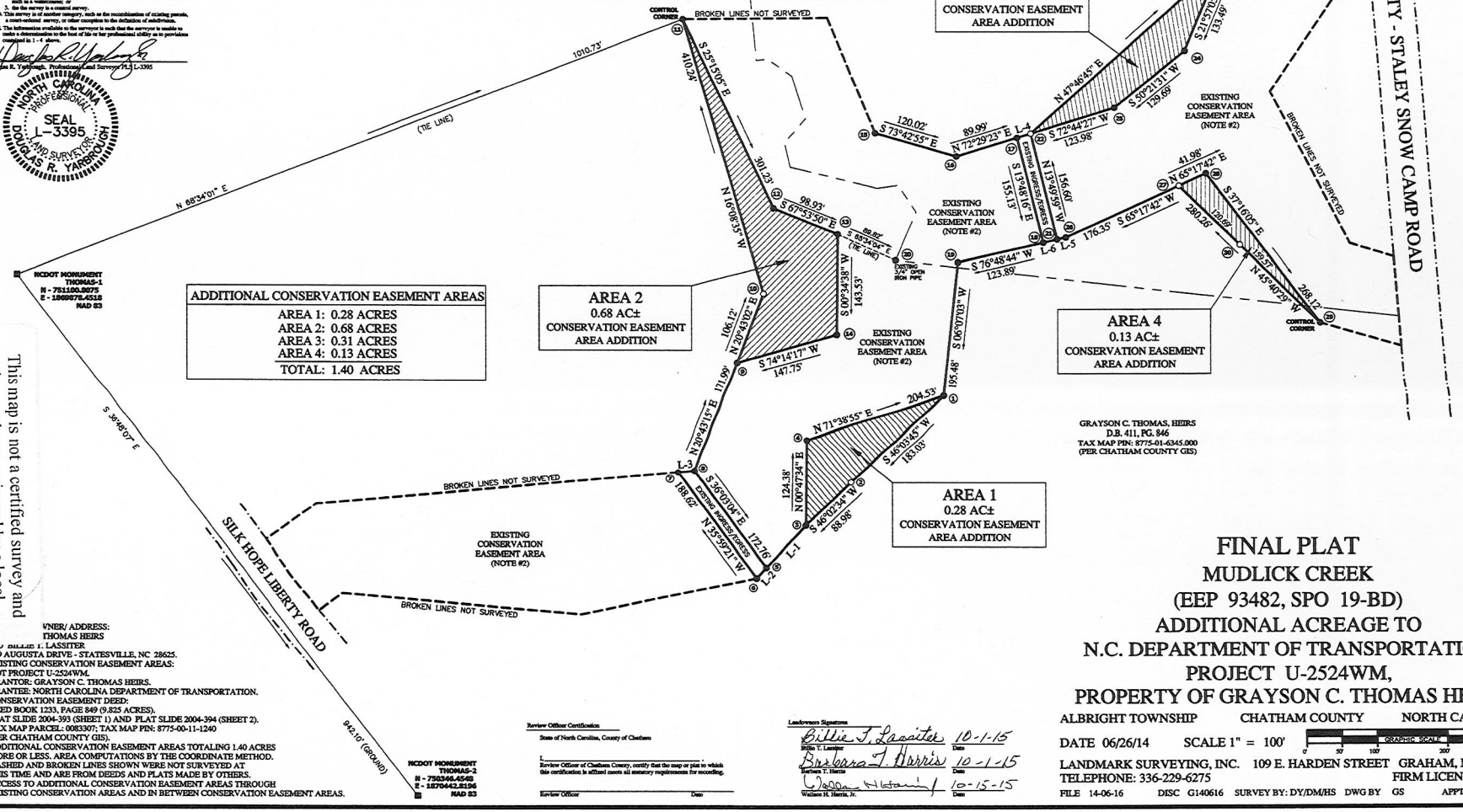


VICINITY MAP

LEGEND
Existing Rebar & Cap ●
New Rebar & Cap ○



NAD 83
AS PER REFERENCE PLAT:
CONSERVATION PROJECT
U-2524WM
THOMAS TRACT
PLAT SLIDE 2004-393 (SHEET 1 OF 2)
PLAT SLIDE 2004-394 (SHEET 2 OF 2)



ADDITIONAL CONSERVATION EASEMENT AREAS
AREA 1: 0.28 ACRES
AREA 2: 0.68 ACRES
AREA 3: 0.31 ACRES
AREA 4: 0.13 ACRES
TOTAL: 1.40 ACRES

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.

VNER/ ADDRESS:
THOMAS HEIRS
C/O BILLIE T. LASSITER
319 AUGUSTA DRIVE - STATESVILLE, NC 28625.

2. EXISTING CONSERVATION EASEMENT AREAS:
DOT PROJECT U-2524WM.
GRANTOR: GRAYSON C. THOMAS HEIRS.
GRANTEE: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
CONSERVATION EASEMENT DEED:
DEED BOOK 1233, PAGE 849 (9.825 ACRES).
PLAT SLIDE 2004-393 (SHEET 1) AND PLAT SLIDE 2004-394 (SHEET 2).
TAX MAP PARCEL: 0083307; TAX MAP PIN: 8775-00-11-1240
(PER CHATHAM COUNTY GIS).
3. ADDITIONAL CONSERVATION EASEMENT AREAS TOTALING 1.40 ACRES MORE OR LESS. AREA COMPUTATIONS BY THE COORDINATE METHOD.
4. DASHED AND BROKEN LINES SHOWN WERE NOT SURVEYED AT THIS TIME AND ARE FROM DEEDS AND PLATS MADE BY OTHERS.
5. ACCESS TO ADDITIONAL CONSERVATION EASEMENT AREAS THROUGH EXISTING CONSERVATION AREAS AND IN BETWEEN CONSERVATION EASEMENT AREAS.

Review Officer Certification

State of North Carolina, County of Chatham

I, _____, Review Officer of Chatham County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer Date

Landowner Signatures

Billie T. Lassiter 10-1-15
Billie T. Lassiter Date

Barbara T. Harris 10-1-15
Barbara T. Harris Date

Wallace H. Harris, Jr. 10-15-15
Wallace H. Harris, Jr. Date

FINAL PLAT
MUDLICK CREEK
(EEP 93482, SPO 19-BD)
ADDITIONAL ACREAGE TO
N.C. DEPARTMENT OF TRANSPORTATION
PROJECT U-2524WM,
PROPERTY OF GRAYSON C. THOMAS HEIRS

ALBRIGHT TOWNSHIP CHATHAM COUNTY NORTH CAROLINA

DATE 06/26/14 SCALE 1" = 100' GRAPHIC SCALE 0 50 100 200 300

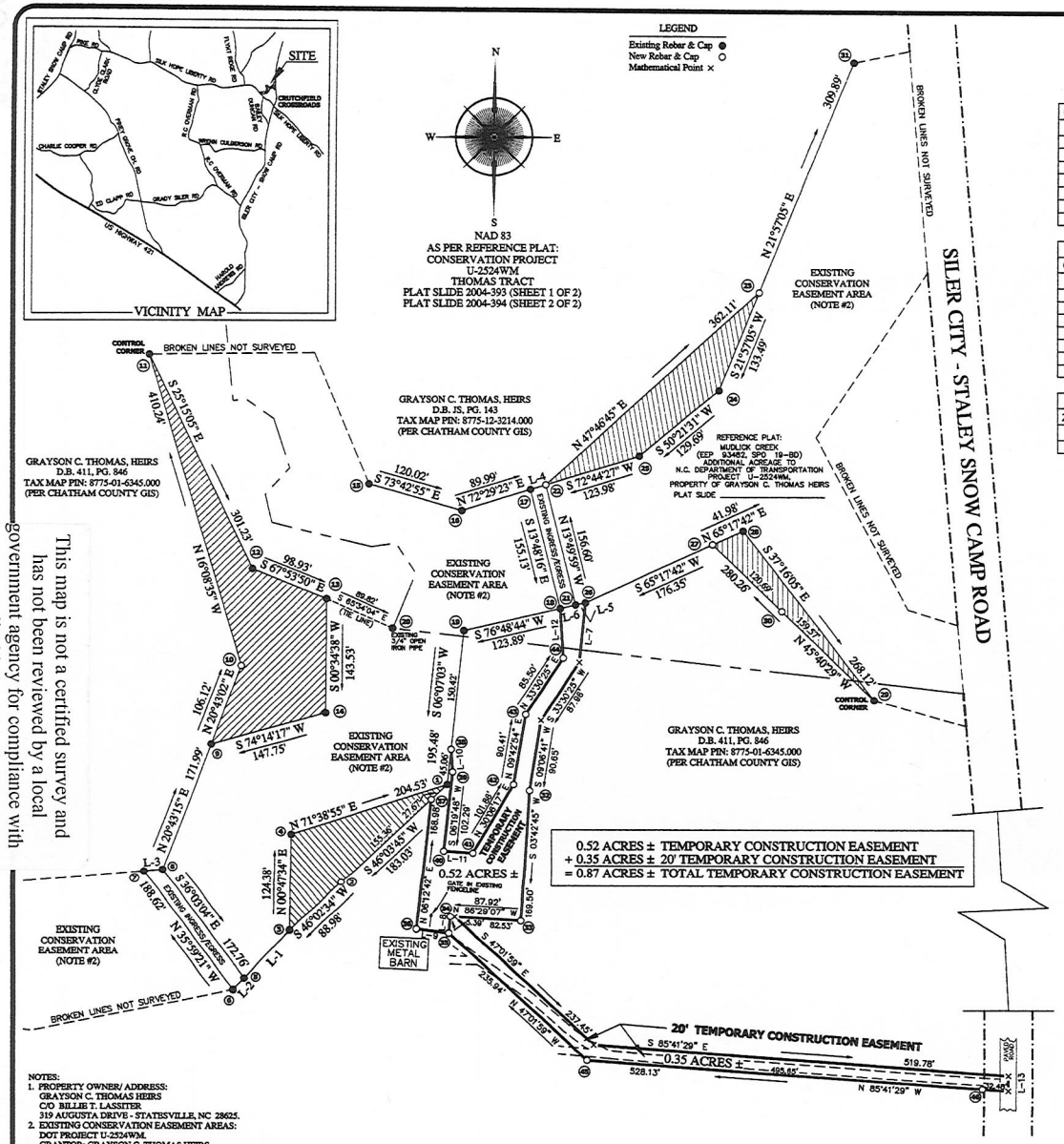
LANDMARK SURVEYING, INC. 109 E. HARDEN STREET GRAHAM, N.C. 27253
TELEPHONE: 336-229-6275 FIRM LICENSE: C-0862

FILE 14-06-16 DISC G140616 SURVEY BY: DY/DM/HS DWG BY GS APP'D BY DRY

Exhibit A

EXHIBIT B

REDUCED-SIZE PLAT OF TEMPORARY CONSTRUCTION EASEMENT AREA



CONSERVATION EASEMENT LINE TABLE		
Line #	Bearing	Distance
L-1	S 42°43'04" W	83.15'
L-2	S 42°40'23" W	20.46'
L-3	N 84°47'37" E	23.13'
L-4	N 72°30'38" E	20.00'
L-5	S 77°33'27" W	12.61'
L-6	S 76°44'19" W	20.04'

TEMPORARY CONSTRUCTION EASEMENT LINE TABLE		
Line #	Bearing	Distance
L-7	S 05°56'53" W	75.26'
L-8	S 05°32'27" W	20.87'
L-9	N 82°46'29" W	40.33'
L-10	S 03°42'02" E	28.80'
L-11	S 86°17'15" E	36.24'
L-12	N 03°22'28" W	62.16'

TEMPORARY 20' CONSTRUCTION EASEMENT LINE TABLE		
L-13	S 00°29'46" W	20.04'

COORDINATE TABLE		
#	NORTH	EAST
1	750926.1514	1871188.9151
2	750799.1442	1871057.1258
3	750737.3772	1870993.0774
4	750881.7422	1870994.7898
5	750676.2821	1870936.6733
6	750661.2372	1870922.8053
7	750813.8488	1870811.9546
8	750815.9497	1870834.9934
9	750976.8232	1870895.8363
10	751076.0867	1870933.3706
11	751470.1420	1870819.2820
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13	751160.4862	1871039.4651
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23	751548.8026	1871580.5530
24	751424.9878	1871530.6609
25	751342.2419	1871430.7997
26	751156.1081	1871362.1897
27	751229.8254	1871522.3762
28	751247.3732	1871560.5119
29	751034.0122	1871722.8844
30	751145.5247	1871608.7498
31	751836.2379	1871696.3771

TEMPORARY EASEMENTS NEW # 5 REBAR SET (NO CAPS)		
#	NORTH	EAST
32	750918.4150	1871291.4607
33	750749.2735	1871280.4857
34	750754.6634	1871192.7337
35	750733.8900	1871190.7185
36	750738.9623	1871150.7096
37	750906.9532	1871168.9940
38	750970.9584	1871193.7143
39	750942.2145	1871195.5733
40	750840.5490	1871184.2954
41	750838.2023	1871220.4619
42	750926.3268	1871271.5355
43	751015.4443	1871286.8126
44	751086.7380	1871334.0134
45	750573.0796	1871363.3664
46	750535.8413	1871857.6205

LANDMARK SURVEYING, INC.

Certificate of Accuracy

I, Douglas R. Yarbrough, certify that this plat was drawn under my direction from an actual survey made under my supervision (deed description recorded in Book 1233 Page 849); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 1233, Page 849; that the ratios of precision as calculated is 1 : 10,000; that this plat was prepared in accordance to G.S. 47-30 as amended. Witness my original signature, license number and seal this 12 day of AUGUST, 2015.

Douglas R. Yarbrough, Professional Land Surveyor PLS L-3395

NORTH CAROLINA PROFESSIONAL SEAL L-3395 LAND SURVEYOR DOUGLAS R. YARBROUGH

I, DOUGLAS R. YARBROUGH, PROFESSIONAL LAND SURVEYOR NO. L-3395, CERTIFY TO ONE OF THE FOLLOWING:

- ☐ A. This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- ☐ B. This survey is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
- ☐ C. Any one of the following:
  1. That the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street;
  2. That the survey is of an existing building or other structures, or natural features, such as a watercourse; or
  3. On the survey is a correct survey.
- ■ D. This survey is of another category, such as the reconsolidation of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.
- ☐ E. The information available to the surveyor is such that the surveyor is unable to make a determination to the best of his or her professional ability as to provisions contained in 1 - 4 above.

Douglas R. Yarbrough, Professional Land Surveyor PLS L-3395

NORTH CAROLINA PROFESSIONAL SEAL L-3395 LAND SURVEYOR DOUGLAS R. YARBROUGH

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.

NOTES:
1. PROPERTY OWNER/ ADDRESS:
   GRAYSON C. THOMAS HEIRS
   C/O BILLIE T. LASSITER
   319 AUGUSTA DRIVE - STATESVILLE, NC 28625.
2. EXISTING CONSERVATION EASEMENT AREAS:
   DOT PROJECT U-2524WM.
   GRANTOR: GRAYSON C. THOMAS HEIRS.
   GRANTEE: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
   CONSERVATION EASEMENT DEED:
   DEED BOOK 1233, PAGE 849 (9.825 ACRES).
   PLAT SLIDE 2004-393 (SHEET 1) AND PLAT SLIDE 2004-394 (SHEET 2).
   EXISTING ADDITIONAL CONSERVATION EASEMENT AREAS:
   DOT PROJECT U-2524WM.
   GRANTOR: GRAYSON C. THOMAS HEIRS.
   GRANTEE: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
   ADDITIONAL CONSERVATION EASEMENT DEED:
   DEED BOOK _____, PAGE _____ (1.40 ACRES TOTAL) (4 AREAS).
   PLAT SLIDE
   TAX MAP PARCEL: 0083307; TAX MAP PIN: 8775-00-11-1240
   (PER CHATHAM COUNTY GIS).
3. TEMPORARY CONSTRUCTION EASEMENT AREAS TOTALING 0.87 ACRES MORE OR LESS. AREA COMPUTATIONS BY THE COORDINATE METHOD.
4. DASHED AND BROKEN LINES SHOWN WERE NOT SURVEYED AT THIS TIME AND ARE FROM DEEDS AND PLATS MADE BY OTHERS.
5. ACCESS TO ADDITIONAL CONSERVATION EASEMENT AREAS THROUGH EXISTING CONSERVATION AREAS AND IN BETWEEN CONSERVATION EASEMENT AREAS.

Review Officer Certification

State of North Carolina, County of Chatham

I, _____, Review Officer of Chatham County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer Date

Landowners Signatures

Billie T. Lassiter 10-1-15
Billie T. Lassiter Date

Barbara T. Harris 10-1-15
Barbara T. Harris Date

Wallace H. Harris, Jr. 10-21-15
Wallace H. Harris, Jr. Date

FINAL PLAT
TEMPORARY CONSTRUCTION EASEMENT
MUDLICK CREEK
(EEP 93482, SPO 19-BD)
N.C. DEPARTMENT OF TRANSPORTATION
PROJECT U-2524WM,
PROPERTY OF GRAYSON C. THOMAS HEIRS

ALBRIGHT TOWNSHIP CHATHAM COUNTY NORTH CAROLINA

DATE 05/04/15 SCALE 1" = 100' GRAPHIC SCALE 0 50' 100' 200' 300'

LANDMARK SURVEYING, INC. 109 E. HARDEN STREET GRAHAM, N.C. 27253
TELEPHONE: 336-229-6275 FIRM LICENSE: C-0862

FILE 14-06-16 DISC G140616 SURVEY BY: DY/GS DWG BY GS APP'D BY DRY

Exhibit B