Filed in JOHNSTON COUNTY, NC CRAIG OLIVE, Register of Deeds Filed 12/19/2012 2:46:27 PM DEED BOOK 4221 PAGE 419 - 433 INSTRUMENT # 2012369628 Real Estate Excise Tax: $4804.00 Deputy/Assistant Register of Deeds: PSANDERS

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT AND RIGHT OF ACCESS PROVIDED PURSUANT TO FULL DELIVERY MITIGATION CONTRACT

JOHNSTON COUNTY
SPO File Number 51-BC
EEP #95012
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 DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, pursuant to the provisions of N.C. General Statutes Chapter 121, Article 4 and made this 19th day of December, 2012, by Nell M. Howell (widow), ("**Grantor**"), whose mailing address is PO Box 528, Smithfield, NC 27577, 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 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 **Wildlands Engineering, Inc.,** 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 003989.

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 and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; 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 recognized that the Ecosystem Enhancement Program was to provide for compensatory mitigation by effective restoration and protection of the land, water and natural resources of the State; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; 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, Grantor owns in fee simple certain real property situated, lying, and being in Ingrams Township, Johnston County, North Carolina (the "**Property**"), and being more particularly described as that certain parcels of land respectively containing approximately:

Tract 1 - 492.5 +/- acres, Deed Book 2878 Page 28 , Tracts I, II, III
PIN # 168100-48-4293

Tract 2 – 14.0 acres, Deed Book 2878 , Page 28 , Tracts V and VI
PIN # 168100-28-6055

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access 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 said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of ***Devil's Racetrack Creek and the Neuse 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 along with a general Right of Access.

The Easement Areas contain a total of 96.065 acres +/- as shown on plat of survey entitled: "Conservation Easement for The State of North Carolina Ecosystem Enhancement Program, (SPO File # 51-BC; EEP Project # 95012) Devil's Racetrack Mitigation Site, Property Owner: Nell M. Howell," dated September 26, 2012 by Elisabeth G. Turner, PLS- L 4440 and recorded in Johnston County Registry as Plat Book 78 Pages 71, 72, 73, and 74. The Conservation Easement Areas are as follows:

Out of Tract 1 (492.4 +/- acres) PIN # 168100-48-4293

Easement Area 1 containing 71.858 acres
Easement Area 2 containing 1.064 acres
Easement Area 3 containing 7.816 acres
Easement Area 4 containing 7.587 acres
Easement Area 5 containing 7.307 acres

Out of Tract 2 (14.0 +/- acres) PIN # 168100-28-6055

Easement Area 6 containing 0.105 acres
Easement Area 7 containing 0.327 acres

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Easement Areas"

The Conservation Easement tracts described above are conveyed together with and including a perpetual nonexclusive right and easement appurtenant for ingress, egress and regress to the above described Conservation Easement tracts over and across the Access Paths/Roads and the access reservation areas in-between the Conservation Easement Areas as depicted on the above described survey entitled "Conservation Easement for The State of North Carolina Ecosystem Enhancement Program, (SPO File # 51-BC; EEP Project # 95012) Devil's Racetrack Mitigation Site, Property Owner: Nell M. Howell," dated September 26, 2012 by Elisabeth G. Turner, PLS- L 4440 and recorded in Johnston County Registry as Plat Book 78 Pages 71, 72, 73, and 74.

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual and it 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 representatives, agents, lessees, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this 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. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof.

B. Motorized Vehicles. Usage of motorized vehicles in the Easement Area is prohibited

C. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

D. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

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

F. Agricultural Use. All agricultural uses are prohibited within the Easement Area including any use for cropland, waste lagoons, or pastureland.

G. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area.

H. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area. All existing roads/paths within the easement areas as shown on the above referenced plat, shall either be relocated outside of the conservation easement areas or abandoned after construction of the restoration project.

I. Signs. No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area may be allowed.

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

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

L. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Easement

Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production on the Property.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying Property owned by the Grantor in fee simple ("fee") that is subject to this Easement is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee 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 unlimited and repeated ingress and egress over and across the Property to the Easement Area for the purposes set forth herein.

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

O. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance 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. Right of Access, Construction, and Inspection. The Grantee, its employees and agents, successors and assigns, receive a perpetual Right of Access to the Easement Area over the Property at reasonable times to undertake any activities to restore, construct, manage, maintain, enhance, and monitor the stream, wetland and any other riparian resources in the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this 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.

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

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 in the Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor-in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions and restrictions of this 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 for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, or damage to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against

Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this 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. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

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

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

E. 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.

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if 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. The owner of the Property shall notify the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part

of the Property. Such notification shall be addressed to: Justin McCorkle, General Counsel, US Army Corps of Engineers, 69 Darlington Avenue, Wilmington, NC 28403

G. The parties recognize and agree that the benefits of this 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 is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

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

Nell M. Howell (SEAL)
Nell M. Howell

NORTH CAROLINA

COUNTY OF Wayne

I, Joyce Ann Keller, a Notary Public in and for the County and State aforesaid, do hereby certify that Nell M. Howell, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 19th day of December, 2012

Joyce Ann Keller

Notary Public

My commission expires:

12-17-17

JOYCE ANN KELLER NOTARY PUBLIC WAYNE COUNTY, N.C.

Exhibit A

EASEMENT AREA 1

Beginning at a point in the eastern right-of-way of US Highway 701 having a 100' right-of way, said point being at the intersection of the Nell M. Howell (now or formerly, see Deed Book 2878, Page 28) northern property line and the southwestern property corner of Smithfield Campground, LLC (now or formerly, see Deed Book 3593, Page 754), said point also being located N 02°37'17" W a distance of 2,281.31' from NCGS monument "ODDIE" with NCGS Grid Coordinates [NAD83(2007)] N=617,270.82, E=2,182,268.96;
thence, from the point of Beginning, with the Howell line, S 89°54'42" E a distance of 1732.40' to a point;
thence, leaving said line and continuing through the Howell property, N 80°13'10" E a distance of 200.38' to a point;
thence S 74°36'46" E a distance of 577.12' to a point;
thence N 64°24'27" E a distance of 276.87' to a point;
thence N 16°55'55" E a distance of 265.56' to a point;
thence N 13°35'00" W a distance of 463.15' to a point;
thence N 58°57'32" E a distance of 165.79' to a point;
thence S 66°21'31" E a distance of 345.24' to a point in the Howell property line, also being the northwestern corner of Sarafin Cerrito (now or formerly, see Deed Book 3382, Page 37);
thence, with the Howell line, S 15°57'31" E a distance of 700.00' to a point, also being the southwestern corner of J. Scott Dunn (now or formerly, see Deed Book 4047, Page 967);
thence, leaving said line and continuing through the Howell property, S 16°38'19" E a distance of 183.06' to a point;
thence N 77°39'28" E a distance of 215.71' to a point in the western right-of-way of NCSR1009 (Devil's Racetrack Rd.) having a 60' right-of-way;
thence, with said right-of-way, S 15°49'13" E a distance of 546.72' to a point;
thence, leaving said right-of-way and continuing through the Howell property, S 71°51'33" W a distance of 736.21' to a point;
thence S 59°36'22" W a distance of 550.25' to a point;
thence S 69°31'13" W a distance of 195.45' to a point;
thence N 55°36'46" W a distance of 230.01' to a point;
thence S 81°56'58" W a distance of 228.88' to a point;
thence S 33°20'17" W a distance of 333.00' to a point;
thence S 48°05'41" W a distance of 172.14' to a point;
thence N 52°31'07" W a distance of 132.91' to a point;
thence N 50°42'55" E a distance of 159.13' to a point;
thence N 33°32'10" E a distance of 393.26' to a point;
thence N 80°27'38" E a distance of 269.78' to a point;
thence N 58°35'09" E a distance of 205.95' to a point;
thence N 46°46'53" W a distance of 256.16' to a point;
thence S 62°41'25" W a distance of 203.78' to a point;

thence N 47°02'31" W a distance of 326.31' to a point;
thence S 55°46'36" W a distance of 495.05' to a point;
thence S 51°49'34" W a distance of 264.13' to a point;
thence S 20°41'54" W a distance of 141.39' to a point;
thence S 28°33'48" W a distance of 89.10' to a point;
thence N 71°45'45" W a distance of 53.74' to a point;
thence N 00°08'20" W a distance of 76.67' to a point;
thence N 06°46'12" E a distance of 130.13' to a point;
thence N 29°21'53" E a distance of 197.14' to a point;
thence N 51°30'58" E a distance of 334.07' to a point;
thence N 48°26'47" E a distance of 282.45' to a point;
thence N 45°49'56" E a distance of 267.31' to a point;
thence N 46°00'31" W a distance of 70.64' to a point;
thence S 66°34'32" W a distance of 299.38' to a point;
thence N 67°06'47" W a distance of 432.31' to a point;
thence S 16°00'24" W a distance of 281.42' to a point;
thence S 35°56'46" W a distance of 146.96' to a point;
thence N 69°56'09" W a distance of 167.21' to a point;
thence S 59°35'45" W a distance of 83.59' to a point;
thence S 13°15'05" W a distance of 382.77' to a point;
thence S 07°42'22" W a distance of 150.06' to a point;
thence S 53°02'47" W a distance of 20.63' to a point;
thence N 54°40'02" W a distance of 129.93' to an existing 1 ½" iron pipe at a common corner of Howell and Phyllis S. Strickland (now or formerly, see Deed Book 519, Page 103 and Deed Book 576, Page 228);
thence, with the Howell line, N 03°44'26" W a distance of 56.29' to a point;
thence, leaving said line and continuing through the Howell property, N 08°30'20" E a distance of 207.00' to a point;
thence N 08°46'29" W a distance of 109.83' to a point;
thence S 86°02'57" W a distance of 262.99' to a point;
thence N 33°56'29" W a distance of 231.61' to a point in the eastern right-of-way of US Highway 701;
thence, with said right-of-way, N 05°03'25" W a distance of 453.98' to the point of Beginning; containing 71.858 acres, more or less, and shown as Easement Area 1 on a plat by Turner Land Surveying, PLLC of Raleigh, NC, titled "Conservation Easement for the State of North Carolina, Ecosystem Enhancement Program, Devil's Racetrack Mitigation Site" and dated September 26, 2012 and recorded in Plat Book 78, Pages 71, 72 and 73 of the Johnston County Register of Deeds.

EASEMENT AREA 2

Beginning at a point within the property of Nell M. Howell (now or formerly, see Deed Book 2878, Page 28), said point being located N 65°26'55" E a distance of 1,696.56' from NCGS monument "ODDIE" with NCGS Grid Coordinates [NAD83(2007)] N=617,270.82, E=2,182,268.96;
thence, from the point of Beginning, continuing through the Howell property, S 59°47'58" W a distance of 56.51' to a point;
thence S 83°25'53" W a distance of 278.20' to a point;
thence N 54°40'02" W a distance of 148.78' to a point;
thence N 59°46'00" E a distance of 122.64' to a point;
thence N 88°51'34" E a distance of 220.79' to a point;
thence S 52°31'07" E a distance of 151.09' to the point of Beginning;
containing 1.064 acres, more or less, and shown as Easement Area 2 on a plat by Turner Land Surveying, PLLC of Raleigh, NC, titled "Conservation Easement for the State of North Carolina, Ecosystem Enhancement Program, Devil's Racetrack Mitigation Site" and dated September 26, 2012 and recorded in Plat Book 78, Pages 71 and 72 of the Johnston County Register of Deeds.

EASEMENT AREA 3

Beginning at a point in the eastern right-of-way of NCSR1009 (Devil's Racetrack Rd.) having a 60' right-of-way, said point being located N 62°10'52" E a distance of 4,111.23 from NCGS monument "ODDIE" with NCGS Grid Coordinates [NAD83(2007)] N=617,270.82, E=2,182,268.96;
thence, leaving said right-of-way, continuing through the property of Nell M. Howell (now or formerly, see Deed Book 2878, Page 28), S 77°53'26" E a distance of 561.48' to a point;
thence N 88°03'41" E a distance of 679.90' to a point;
thence N 83°49'26" E a distance of 354.99' to a point;
thence S 21°02'48" E a distance of 191.01' to a point;
thence S 81°36'35" W a distance of 494.93' to a point;
thence S 86°55'06" W a distance of 675.53' to a point in the Howell property line, also being the northern line of Wade M. Stewart (now or formerly, see Deed Book 1613, Page 479);
thence, with the Howell line, N 75°51'07" W a distance of 431.51' to an existing ¾" iron rod in the eastern right of NCSR1009, said iron rod being the northwestern property corner of Wade M. Stewart;
thence, with said right-of-way, N 15°49'13" W a distance of 247.29' to the point of Beginning;
containing 7.816 acres, more or less, and shown as Easement Area 3 on a plat by Turner Land Surveying, PLLC of Raleigh, NC, titled "Conservation Easement for the State of North Carolina, Ecosystem Enhancement Program, Devil's Racetrack Mitigation Site" and dated September 26, 2012 and recorded in Plat Book 78, Pages 71 and 74 of the Johnston County Register of Deeds.

EASEMENT AREA 4

Beginning at a point within the property of Nell M. Howell (now or formerly, see Deed Book 2878, Page 28), said point being located N 70°25'33" E a distance of 5,579.99' from NCGS monument "ODDIE" with NCGS Grid Coordinates [NAD83(2007)] N=617,270.82, E=2,182,268.96;
thence, continuing through the Howell property, N 85°24'53" E a distance of 647.14' to a point;
thence S 62°19'41" E a distance of 906.50' to a point;
thence S 03°15'05" E a distance of 199.36' to a point;
thence N 67°49'31" W a distance of 1034.61' to a point;
thence S 86°09'19" W a distance of 422.73' to a point;
thence N 21°02'48" W a distance of 220.87' to the point of Beginning;
containing 7.587 acres, more or less, and shown as Easement Area 4 on a plat by Turner Land Surveying, PLLC of Raleigh, NC, titled "Conservation Easement for the State of North Carolina, Ecosystem Enhancement Program, Devil's Racetrack Mitigation Site" and dated September 26, 2012 and recorded in Plat Book 78, Pages 71 and 74 of the Johnston County Register of Deeds.

EASEMENT AREA 5

Beginning at a point within the property of Nell M. Howell (now or formerly, see Deed Book 2878, Page 28), said point being located N 77°43'31" E a distance of 6,905.14' from NCGS monument "ODDIE" with NCGS Grid Coordinates [NAD83(2007)] N=617,270.82, E=2,182,268.96;
thence, continuing through the Howell property, N 74°03'24" E a distance of 200.69' to a point;
thence N 81°28'27" E a distance of 387.32' to a point;
thence N 75°40'42" E a distance of 482.16' to a point;
thence N 88°23'36" E a distance of 277.49' to a point;
thence N 26°25'09" E a distance of 219.74' to a point in the Howell property line, also being the southern line of Edith Powell Rose Wilkins Revocable Trust (now or formerly, see Deed Book 4097, Page 797);
thence, with the Howell line, N 74°03'24" E a distance of 216.03' to a point on the bank of the Neuse river;
thence, with the bank of the Neuse, S 13°22'11" W a distance of 114.44' to a point;
thence, leaving said river bank and continuing through the Howell property, N 80°16'05" W a distance of 13.33' to a point;
thence S 41°48'57" W a distance of 75.42' to a point;
thence S 19°17'36" W a distance of 182.39' to a point;
thence S 48°04'40" W a distance of 108.17' to a point;
thence S 78°49'17" W a distance of 652.68' to a point;
thence S 80°11'40" W a distance of 756.54' to a point;
thence N 03°15'05" W a distance of 169.64' to the point of Beginning;
containing 7.307 acres, more or less, and shown as Easement Area 5 on a plat by Turner Land Surveying, PLLC of Raleigh, NC, titled "Conservation Easement for the State of North Carolina, Ecosystem Enhancement Program, Devil's Racetrack Mitigation Site"

and dated September 26, 2012 and recorded in Plat Book 78, Pages 71 and 74 of the Johnston County Register of Deeds.

EASEMENT AREA 6

Beginning at a point on the property line of Nell M. Howell (now or formerly, see Deed Book 2878, Page 28), said point being located N 19°18'14" E a distance of 1,280.07' from NCGS monument "ODDIE" with NCGS Grid Coordinates [NAD83(2007)] N=617,270.82, E=2,182,268.96;
thence, from the point of Beginning, continuing through the Howell property, S 53°02'47" W a distance of 31.61' to a point;
thence N 77°44'02" W a distance of 56.28' to a point;
thence N 30°45'53" W a distance of 52.35' to a point;
thence N 01°35'13" E a distance of 37.23' to an existing 1 ½" iron pipe at a common corner of Howell and Phyllis S. Strickland (now or formerly, see Deed Book 519, Page 103 and Deed Book 576, Page 228);
thence S 54°40'02" E a distance of 129.93' to the point of Beginning;
containing 0.105 acres, more or less, and shown as Easement Area 6 on a plat by Turner Land Surveying, PLLC of Raleigh, NC, titled "Conservation Easement for the State of North Carolina, Ecosystem Enhancement Program, Devil's Racetrack Mitigation Site" and dated September 26, 2012 and recorded in Plat Book 78, Pages 71 and 72 of the Johnston County Register of Deeds.

EASEMENT AREA 7

Beginning at a point on the property line of Nell M. Howell (now or formerly, see Deed Book 2878, Page 28), said point being located N 62°06'25" E a distance of 1,378.05' from NCGS monument "ODDIE" with NCGS Grid Coordinates [NAD83(2007)] N=617,270.82, E=2,182,268.96;
thence, from the point of Beginning, continuing through the Howell property, S 83°25'53" W a distance of 25.59' to a point;
thence S 47°15'47" W a distance of 91.75' to a point;
thence N 55°22'44" W a distance of 120.28' to a point;
thence N 34°00'09" E a distance of 83.20' to a point;
thence N 59°46'00" E a distance of 27.65' to a point;
thence S 54°40'02" E a distance of 148.78' to the point of Beginning;
containing 0.327 acres, more or less, and shown as Easement Area 7 on a plat by Turner Land Surveying, PLLC of Raleigh, NC, titled "Conservation Easement for the State of North Carolina, Ecosystem Enhancement Program, Devil's Racetrack Mitigation Site" and dated September 26, 2012 and recorded in Plat Book 78, Pages 71 and 72 of the Johnston County Register of Deeds.