FILED
SAMPSON COUNTY
ELEANOR N. BRADSHAW
REGISTER OF DEEDS

BK:01891 PG:0512

Sampson County 06-24-2014
NORTH CAROLINA
Excise Tax $82.00

FILED	Jun 24, 2014
AT	03:32:01 pm
BOOK	01891
START PAGE	0512
END PAGE	0532
INSTRUMENT #	03058

"THIS INSTRUMENT WAS PREPARED BY OFFICE OF THE ATTORNEY GENERAL, PROPERTY CONTROL SECTION NC DEPT. OF ADMINISTRATION-STATE PROPERTY OFFICE, 1321 MAIL SERVICE CENTER, RALEIGH, NC 27699 DELINQUENT TAXES, IF ANY, TO BE PAID BY CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR UPON DISBURSEMENT OF CLOSING PROCEEDS."

STATE OF NORTH CAROLINA

50.00
CT 82.00

SAMPSON COUNTY

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

SPO File Number: 82-AI
EEP Project Number: 95718

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, made this 1st day of May, **2014**, by **MARY LILY JOHNSON NUCKOLLS and husband, JAMES GARLAND NUCKOLLS; JAMES GARLAND NUCKOLLS, JR. and wife, DAWN MURRELL NUCKOLLS; STEPHEN WITHEROW NUCKOLLS and wife, ANNE HILL NUCKOLLS; FAISON NUCKOLLS DANA and husband, MATTHEW PAUL DANA; SUSAN JOHNSON FORDHAM and husband, HENRY CLENDENIN FORDHAM, JR.; and ELLEN JOHNSON BAILEY and husband, RHETT ASHLEY BAILEY**, ("**Grantors**"), whose mailing address is **2347 Pattons Mill Lane, Galax, VA 24333**, to **THE STATE OF NORTH CAROLINA**, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **ENVIRONMENTAL BANC & EXCHANGE, LLC, 909 CAPABILITY DR. SUITE 3100, RALEIGH, NC 27606,** 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 005011.

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Department of Environment and Natural Resources 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, which recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

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

WHEREAS, Grantors own in fee simple certain real property situated, lying, and being in **SOUTH CLINTON TOWNSHIP, SAMPSON COUNTY, NORTH CAROLINA** (the "**Property**"), and being more particularly described as the following:

A certain parcel of land containing approximately 112 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1807 at Page 489** of the Sampson County Registry, North Carolina.

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 areas of the Property subject to the Conservation Easement 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 **GREAT COHARIE CREEK, A TRIBUTARY OF THE CAPE FEAR 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 CONSERVATION EASEMENT AREAS CONSIST OF THE FOLLOWING:

Sampson County PIN # 15054464002; Sheets 2, 3, & 4 of 14 containing a total of **6.257 acres,** as shown on the plats of survey entitled "Final Plat, Conservation Easement for North Carolina Ecosystem Enhancement Program, Project Name: Cedar Creek Stream and Wetland Restoration Project, SPO File No. 82-AI, EEP Site No. 95718, **THE NUCKOLLS, ET ALS. PROPERTY,**" dated **FEBRUARY 24, 2014,** by **MATRIX EAST, PLLC, PROFESSIONAL LAND SURVEYORS,** PLS Number L-4189 and recorded in the Sampson County, North Carolina Register of Deeds at **Plat Book** 86 **Pages** 77, 78, + 79.

SEE ATTACHED "EXHIBIT A", LEGAL DESCRIPTION OF AREA OF THE PROPERTY HEREINAFTER REFERRED TO AS THE "CONSERVATION EASEMENT AREA"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation 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 Conservation 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 ACTIVITIES

The Conservation 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 Conservation 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. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to 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 Conservation Easement Area for the purposes thereof.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation 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 Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation 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

Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

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

F. Agricultural Use. All agricultural uses are prohibited within the Conservation 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 Conservation Easement Area.

H. Roads and Trails. There shall be no construction or maintenance of roads, trails, walkways, or paving in the Conservation Easement Area.

I. Signs. No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation 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 Conservation Easement Area.

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

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; 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 Conservation 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 Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and

repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

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

O. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Conservation 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 Conservation Easement Area over the Property at reasonable times to undertake any activities to restore, construct, manage, maintain, enhance, protect, and monitor the stream, wetland and any other riparian resources in the Conservation 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.

D. Fences. Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservations easements damages the investment and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State (Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area

for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

E. Crossing Area(s). The Grantee is not responsible for maintenance of crossing area(s), however, the Grantee, its employees and agents, successors or assigns, reserve the right to repair crossing area(s), at its sole discretion and to recover the cost of such repairs from the Grantor if such repairs are needed as a result of activities of the Grantor, his successors or assigns.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation 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 Conservation 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 Conservation 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 Conservation 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 is 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 State Property Office and 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 or of any request to void or modify this Conservation Easement. **Such notifications and modification requests shall be addressed to:**

Ecosystem Enhancement Program Manager
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

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 Conservation 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 Conservation Easement Area, and the right of quiet enjoyment of the Conservation 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 Grantors have hereunto set their hands and seals, the day and year first above written.

Mary Lily Johnson Nuckolls (SEAL)
MARY LILY JOHNSON NUCKOLLS

James G. Nuckolls (SEAL)
JAMES GARLAND NUCKOLLS

STATE OF Virginia
COUNTY OF Carroll

I, Ruth Ann Huff Riffey a Notary Public for Carroll, County, Virginia, certify that **Mary Lily Johnson Nuckolls and James Garland Nuckolls** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of May, **2014.**

RUTH ANN HUFF RIFFEY
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #324798
My Commission Expires 12-31-2014

SEAL

My commission expires: 12-31-2014
Ruth Ann Huff Riffey
NOTARY PUBLIC

RUTH ANN HUFF RIFFEY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA

_____(SEAL)
STEPHEN WITHEROW NUCKOLLS

_____(SEAL)
ANNE HILL NUCKOLLS

STATE OF North Carolina

COUNTY OF Craven

I, Lisa B. Willis, a Notary Public for Craven, County, North Carolina, certify that **Stephen Witherow Nuckolls and Anne Hill Nuckolls** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ~~30th~~ 1st day of May, 2014.

LISA B. WILLIS NOTARY PUBLIC SEAL CRAVEN COUNTY, N.C.

My commission expires: 9-30-2017

_____
NOTARY PUBLIC

Faison Nuckolls Dana (SEAL)
FAISON NUCKOLLS DANA

Matthew P Dana (SEAL)
MATTHEW PAUL DANA

STATE OF Virginia
COUNTY OF Augusta

I, Ronald R. Cobb, a Notary Public for Virginia, County, Augusta, certify that **Faison Nuckolls Dana and Matthew Paul Dana** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 7th day of May, **2014.**

SEAL

My commission expires: June 30 2017

NOTARY PUBLIC

RONALD R. COBB
NOTARY PUBLIC
REG. #107897
MY COMMISSION EXPIRES
COMMONWEALTH OF VIRGINIA

Susan Johnson Fordham (SJF)

Susan Fordham (SJF) (SEAL)
SUSAN JOHNSON FORDHAM

Henry Clendenin Fordham, Jr. (SEAL)
HENRY CLENDENIN FORDHAM, JR.

REBECCA M. MATTHEWS NOTARY PUBLIC WAKE COUNTY, NC

STATE OF NC

COUNTY OF Wake

I, Rebecca M. Matthews, a Notary Public for Wake, County North Carolina, certify that **Susan Johnson Fordham**

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20 day of May, **2014.**

SEAL

My commission expires: 5/2/2017

Rebecca M. Matthews

Rebecca M. Matthews NOTARY PUBLIC

REBECCA M. MATTHEWS NOTARY PUBLIC WAKE COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Henry Clendenin Fordham, Jr. personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19 day of May, 2014.

Jennifer L. Kirschbaum
Notary Public

My commission expires: 12-29-2017

JENNIFER L. KIRSCHBAUM NOTARY PUBLIC WAKE COUNTY, NC

Ellen Johnson Bailey (SEAL)
ELLEN JOHNSON BAILEY

Rhett Bailey (SEAL)
RHETT ASHLEY BAILEY

STATE OF North Carolina
COUNTY OF Johnston

I, Cari Williams, a Notary Public for Johnston, County North Carolina, certify that **Ellen Johnson Bailey and Rhett Ashley Bailey** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 8 day of May, **2014**.

CARI WILLIAMS
NOTARY PUBLIC
JOHNSTON COUNTY
NORTH CAROLINA
My Commission Expires Feb. 26, 2018

My commission expires: 2-26-2018

Cari Williams
NOTARY PUBLIC

MARY LILY JOHNSON NUCKOLLS (SEAL)

JAMES GARLAND NUCKOLLS (SEAL)

STATE OF Tennessee

COUNTY OF Washington

I, John Eric Arwood, a Notary Public for Washington, County, _____, certify that **Mary Lily Johnson Nuckolls and James Garland Nuckolls** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21st da May **, 2014.**

My commission expires: April 2016

NOTARY PUBLIC

JOHN ERIC ARWOOD
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

(SEAL)

JAMES GARLAND NUCKOLLS, JR.

D. Nuckolls
DAWN MURRELL NUCKOLLS

JOHN ERIC ARWOOD
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY
(SEAL)

STATE OF Tennessee
COUNTY OF Washington

I, John Eric Arwood, a Notary Public for Washington, County, Tennessee, certify that **James Garland Nuckolls, Jr. and Dawn Murrell Nuckolls** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21st da May, **2014.**

My commission expires: April 2016

John E. Arwood
NOTARY PUBLIC

JOHN ERIC ARWOOD
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

Exhibit A

CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA
NCEEP PROJECT NAME: CEDAR CREEK SITE
THE NUCKOLLS, ET ALS. PROPERTY – SHEETS 2, 3 AND 4 of 14
S. P. O. File # 82-AI
NCEEP RFP # 16-004365
NCEEP PROJECT # 95718

BEGINNING at a point in the Western edge of a Water Transmission Line Easement between Sampson County Water & Sewer District II and Frances Faison Johnson, et als. (Deed Book 1545 at Page 316 of the Sampson County Registry), said point being located South 06 degrees 57 minutes 35 minutes 5690.87 East, 5690.87 feet from NCGS Station "CTZ A 2006" – N=446,890.3004 and E=2,190,822.1341 (NAD 83/2011), said point being located in the centerline of Cedar Creek, and also being a joint corner with William M. Bennett, as mapped, (Deed Book 874 at Page 756 of the Sampson County Registry), now Ralph H. Hamilton (Deed Book 1878 at Page 824 of the Sampson County Registry), and running thence with the Western line of said Water Transmission Line Easement, said Easement lying approximately parallel to the Western right of way of Boykin Bridge Road (NCSR 1214), South 21 degrees 45 minutes 06 seconds West, 7.83 feet; and South 21 degrees 11 minutes 30 seconds West, 65.95 feet to an iron stake and cap set, a new corner within the Mary Lily Johnson Nuckolls, et als. Tract out of which this Conservation Easement is delineated (Deed Book 1807 at Page 489 and Map Book 14 at Page 10 of the Sampson County Registry); thence leaving the Water Transmission Line Easement and proceeding a new line the following courses and distances: North 55 degrees 02 minutes 35 minutes West, 79.59 feet to an iron stake and cap set, a control corner; North 87 degrees 21 minutes 31 seconds West, 51.38 feet to an iron stake and cap set; North 56 degrees 29 minutes 20 seconds West, 80.68 feet to an iron stake and cap set; North 48 degrees 39 minutes 18 seconds West, 259.29 feet to an iron stake and cap set; North 27 degrees 33 minutes 25 seconds West, 333.02 feet to an iron stake and cap set; North 22 degrees 03 minutes 17 minutes, 481.84 feet to an iron stake and cap set; North 42 degrees 43 minutes 18 seconds West, 296.97 feet to an iron stake and cap set; North 38 degrees 18 minutes 57 seconds West, 659.77 feet to an iron stake and cap set; North 18 degrees 43 minutes 42 seconds West, 101.50 feet to an iron stake and cap set; North 65 degrees 16 minutes 56 seconds West, 367.33 feet to an iron stake and cap set, a control corner set in the line of Ralph H. Hamilton (Deed Book 1148 at Page 985 and Map Book 1 at Page 306 of the Sampson County Registry); thence with the Ralph Hamilton line, North 08 degrees 41 minutes 36 seconds East, 112.32 feet to an existing iron stake on the bank of Cedar Creek; thence North 08 degrees 41 minutes 36 seconds East, 10.15 feet to the centerline of the run of Cedar Creek, a corner with the Frances J. Hamilton Heirs (Deed Book 915 at Page 163 of the Sampson County Registry); thence with the centerline of the run of Cedar Creek, with the Frances J. Hamilton Heirs' line, the following courses and distances: South 31 degrees 59 minutes East, 13.78 feet; South 45 degrees 44 minutes 37 minutes East, 13.92 feet; South 66 degrees 40 minutes 10 seconds East, 11.06 feet; South 72 degrees 48 minutes 56 seconds East, 37.71 feet; South 62 degrees 42 minutes 01 seconds East, 14.94 feet; South 48 degrees 01 minute 12 seconds East, 12.98 feet; South 46 degrees 26 minutes27 seconds East, 30.69 feet; South 50 degrees 37 minutes 32 seconds East, 19.14 feet; North 34 degrees 46 minutes 27 seconds East, 24 feet; North 14 degrees 12 minutes 31 seconds, 15.23 feet; North 36 degrees 08 minutes 12 seconds, 8.99 feet; North 77 degrees 37 minutes 28 seconds East, 12.99 feet; South 68 degrees 25 minutes 34 seconds East, 11.54 feet; South 67 degrees 41 minutes 41 seconds East, 26.87

feet; South 35 degrees 14 minutes 05 seconds East, 21.64 feet; South 30 degrees 13 minutes 36 seconds East, 24.16 feet; South 59 degrees 23 minutes 30 seconds East, 19.39 feet; South 57 degrees 34 minutes 46 seconds East, 11.21 feet; South 29 degrees 04 minutes 52 seconds East, 15.95 feet; South 33 degrees 52 minutes 19 seconds, 23.09 feet; South 82 degrees 54 minutes 29 seconds, 16.99 feet; North 82 degrees 17 minutes 21 seconds East, 17.22 feet; North 89 degrees 03 minutes 16 seconds East, 10.46 feet; South 69 degrees 41 minutes 32 seconds East, 13.41 feet; South 76 degrees 49 minutes 27 seconds East, 40.96 feet; South 89 degrees 10 minutes 14 seconds East, 12.74 feet; North 80 degrees 12 minutes 48 seconds East, 10.76 feet; North 25 degrees 11 minutes 33 seconds East, 13.52 feet; South 88 degrees 24 minutes 37 seconds East, 11.30 feet; South 89 degrees 44 minutes 46 seconds East, 5.71 feet; South 53 degrees 52 minutes 31 seconds East, 8.54 feet; South 50 degrees 11 minutes 05 seconds East, 11.62 feet; South 25 minutes 49 minutes 39 seconds East, 12.76 feet; South 01 degrees 04 minutes 23 seconds East, 22.19 feet; South 03 degrees 43minutes 16 seconds East, 16.6 feet; South 06 degrees 53 minutes 30 seconds East, 26.41 feet; South 12 degrees 16 minutes 44 seconds East, 6.55 feet; South 30 degrees 35 minutes 44 seconds East, 24.07 feet; South 07 degrees 35 minutes 40 seconds East, 22.30 feet; South 12 degrees 54 minutes 31 seconds West, 18.35 feet; South 35 degrees 25 minutes 54 seconds West, 12.96 feet; South 05 degrees 26 minutes 39 seconds West, 16.21 feet; South 09 degrees 03 minutes 33 seconds East, 9.86 feet; South 58 degrees 17 minutes 08 seconds East, 8.90 feet; South 60 degrees 16 minutes 00 seconds East, 15.93 feet; South 79 degrees 26 minutes 47 seconds East, 26.89 feet; South 55 degrees 48 minutes 18 seconds East, 12.43 feet; South 24 degrees 10 minutes48 seconds East, 12.02 feet; South 35 degrees 44 minutes 57 seconds East, 31.48 feet; South 35 degrees 09 minutes 02 second East, 25.59 feet; South 33 degrees 42 minutes52 seconds East, 21.24 feet; South 18 degrees 46 minutes02 seconds East, 22.51 feet; South 29 degrees 36 minutes59 seconds East, 15.05 feet; South 43 degrees 06 minutes 52 seconds East, 17.15 feet; South 45 degrees 30 minutes42 seconds East, 18.32 feet; South 56 degrees 07 minutes 33 seconds East, 21.35 feet; South 24 degrees 05 minutes 08 seconds East, 24.61 feet; South 39 degrees 46 minutes 35 seconds East, 29.33 feet; South 63 degrees 06 minutes 32 seconds East, 16.36 feet; South 67 degrees 12 minutes38 seconds East, 14.90 feet; South 69 degrees 47 minutes 54 seconds East, 12.05 feet; South 47 degrees 57 minutes 21 seconds East, 27.92 feet; South 54 degrees 41minutes 24 seconds East, 20.36 feet; South 33 degrees 15 minutes 33 seconds East, 19.44 feet; South 31 degrees 24 minutes 02 seconds East, 13.43 feet; South 60 degrees 04 minutes 01 seconds East, 18.63 feet; South 26 degrees 37 minutes 37 seconds East, 22.13 feet; South 19 degrees 42 minutes 34 seconds East, 24.70 feet; South 15 degrees 55 minutes 00 seconds East, 20.51 feet; South 10 degrees 08 minutes 19 seconds East, 30.70 feet; South 42 degrees 49 minutes 10 seconds East, 19.30 feet; South 52 degrees 43 minutes 10 seconds East, 21.67 feet; South 09 degrees 25 minutes 31 seconds East, 14.33 feet; South 02 degrees 10 minutes 23 seconds West, 31.75 feet; South 34 degrees 50 minutes 59 seconds East, 13.21 feet; South 60 degrees 38 minutes 46 seconds East, 16.36 feet; South 73 degrees 44 minutes 42 seconds East, 19.21 feet; South 36 degrees 50 minutes 59 seconds East, 17.24 feet; South 24 degrees 14minutes 56 seconds East, 21.73 feet; South 42 degrees 43 minutes 55 seconds East, 17.17 feet; South 49 degrees 29 minutes 41 seconds East, 50.71 feet; South 47 degrees 47 minutes 52 seconds East, 21.63 feet; South 33 degrees 22 minutes 01 seconds East, 21.23 feet; and South 33 degrees 44 minutes 07 seconds East, 9.68 feet, a joint corner with the Frances J. Hamilton Heirs (Deed Book 915 at Page 163 of the Sampson County Registry), Mary Lily Johnson Nuckolls, et als. (Deed Book 1807 at Page 489 and Map Book 14 at Page 10 of the Sampson County Registry), and William M. Bennett as

mapped (Deed Book 874 at Page 756 of the Sampson County Registry), now Ralph H. Hamilton (Deed Book 1878 at Page 824 of the Sampson County Registry); thence continuing with the joint Nuckolls, et als. and Bennett line, with the centerline of Cedar Creek, the following courses and distances: South 33 degrees 44 minutes 07 seconds East, 3.62 feet; South 45 degrees 49 minutes 43 seconds East, 12.61 feet; South 74 degrees 44 minutes 51 seconds East, 14.74 feet; South 57 degrees 38 minutes 45 seconds East, 27.59 feet; South 37 degrees 29 minutes 35 seconds East, 48.45 feet; South 41 degrees 34 minutes 56 seconds East, 23.66 feet; South 11 degrees 43 minutes 32 seconds East, 17.89 feet; South 02 degrees 31minutes 36 seconds West, 10.60 feet; South 18 degrees 13 minutes 37 seconds East, 13.14 feet; South 11 degrees 42 minutes 32 seconds East, 17.89 feet; South 02 degrees 31 minutes 36 seconds West, 10.60; South 18 degrees 13 minutes 37 seconds East, 13.14 feet; South 23 degrees 07 minutes 12 seconds East, 34.53 feet; South 25 degrees 26 minutes 08 seconds East, 24.81 feet; South 15 degrees 52 minutes 01 second East, 26.21 feet; South 29 degrees 14 minutes 19 seconds East, 47.18 feet; South 11 degrees 29 minutes 43 seconds East, 24.01 feet; South 08 degrees 56 minutes 09 seconds East, 29.86 feet; South 22 degrees 36 minutes 39 seconds East, 50.22 feet; South 11 degrees 36 minutes 08 seconds East, 45.27 feet; South 24 degrees 05 minutes 26 seconds East, 43.49 feet ; South 31 degrees 21 minutes 57 seconds East, 31.52 feet; South 18 degrees 55 minutes 04 seconds East, 19.21 feet; South 02 degrees 36 minutes 28 seconds East, 25.84 feet; South 23 degrees 10 minutes 01 second East, 25.94 feet; South 26 degrees 39 minutes 27 seconds East, 41.23 feet; South 22 degrees 39 minutes 09 seconds East, 21.85 feet; South 22 degrees 49 minutes 42 seconds East, 21.57 feet; South 36 degrees 17 minutes 44 seconds East, 51.81 feet; South 25 degrees 09 minutes 49 seconds East, 49.07 feet; South 46 degrees 54 minutes 09 seconds East, 13.84 feet; South 29 degrees 34 minutes 49 seconds East, 32.84 feet; South 30 degrees 02 minutes 47 seconds East, 49.17 feet; South 28 degrees 35 minutes 43 seconds East, 49.00 feet; South 08 degrees 29 minutes 32 seconds East, 13.39 feet; South 15 degrees 23 minutes 29 seconds East, 9.50 feet; South 17 degrees 56 minutes 49 seconds East, 13.02 feet; South 62 degrees 03 minutes 35 seconds East, 13.46 feet; South 52 degrees 19 minutes 58 seconds East, 45.18 feet; South 35 degrees 47 minutes 45 seconds East, 26.18 feet; South 65 degrees 48 minutes 13 seconds East, 23.46 feet; South 53 degrees 07 minutes 31 seconds East, 24.90 feet; South 48 degrees 52 minutes 58 seconds East, 24.43 feet; South 44 degrees 42 minutes 47 seconds East, 24.70 feet; South 51 degrees 42 minutes 24 seconds East, 27.23 feet; South 63 degrees 25 minutes 00 seconds East, 21.29 feet; South 70 degrees 06 minutes 59 seconds East, 22.77 feet; South 67 degrees 24 minutes 17 seconds East, 54.65 feet; South 54 degrees 39 minutes 01 second East, 32.10 feet; South 37 degrees 43 minutes 43 seconds East, 25.49 feet; South 59 degrees 41 minutes 51 seconds East, 19.40 feet; South 57 degrees 38 minutes 48 seconds East, 24.17 feet to the **BEGINNING,** containing 6.257 acres, more or less, as shown on a map prepared by Matrix East, PLLC, Professional Land Surveyors, February 24, 2014.