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SAMPSON COUNTY
ELEANOR N. BRADSHAW
REGISTER OF DEEDS

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Sampson County 07-03-2014
NORTH CAROLINA
Excise Tax $462.00

"THIS INSTRUMENT WAS PREPARED BY BENJAMIN R. WARRICK, A NORTH CAROLINA LICENSED ATTORNEY. P. O. BOX 1216 (609 COLLEGE STREET), CLINTON, NORTH CAROLINA, 28329. DELINQUENT TAXES, IF ANY, TO BE PAID BY CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR UPON DISBURSEMENT OF CLOSING PROCEEDS."

STATE OF NORTH CAROLINA

Rec 62.00
ET 462.00

SAMPSON COUNTY

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

SPO File Number: 82-AH
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 23rd day of June, **2014**, by **ELEANOR HAMILTON LAMB and husband, EDWIN EARL LAMB; BILLIE HAMILTON DEVANE; JAMES LEE HAMILTON, SINGLE; RALPH HARVEY HAMILTON, SINGLE; JOHNNY EARLIE HAMILTON and wife, MARGARET S. HAMILTON** ("**Grantors**"), whose mailing address is **110 Shell Lane, Clinton, NC 28328**, 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:

1. A certain parcel of land containing approximately 31.8 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 915 at Page 163** of the Sampson County Registry, North Carolina;
2. A certain parcel of land containing approximately 3.277 acres and being conveyed to the Grantor by deeds as recorded in **Deed Book 704 at Page 150, Deed Book 733 at Page 298,** and **Deed Book 752 at Page 729,** all of the Sampson County Registry, North Carolina;
3. A certain parcel of land containing approximately 114.67 acres and being conveyed to the Grantor by deeds as recorded in **Deed Book 704 at Page 150, Deed Book 733 at Page 298,** and **Deed Book 752 at Page 729,** all of the Sampson County Registry, North Carolina;
4. A certain parcel of land containing approximately 7.63 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 955 at Page 767** of the Sampson County Registry, North Carolina;

THE GRANTORS NAMED HEREIN ARE ALL OF THE HEIRS AT LAW OF FRANCES J. HAMILTON.

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:

A. Sampson County PIN # 15041612003; Sheets 7, 8, & 9 of 14 (Area 1 – **7.805 acres** and Area 2 – **1.907 acres**) containing a total of **9.712 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-AH, EEP Site No. 95718, **THE FRANCES J. HAMILTON HEIRS 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** 82, 83, & 84.

B. Sampson County PIN # 15041612004; Sheet 11 of 14 containing a total of **3.115 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-AH, EEP Site No. 95718, **THE FRANCES J. HAMILTON HEIRS 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 **Page** 86.

C. Sampson County PIN # 15041612005; Sheet 10 of 14 (Area 1 – **11.180 acres** and Area 2 – **0.844 acres**) containing a total of **12.024 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-AH, EEP Site No. 95718, **THE FRANCES J. HAMILTON HEIRS 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 **Page** 85.

D. Sampson County PIN# 15041610001; Sheet 14 of 14 containing a total of **2.682 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-AH, EEP Site No. 95718, **THE JAMES L. HAMILTON, 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 **Page** 89.

A total of **27.533 acres** as described above.

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.

Eleanor Hamilton Lamb (SEAL)
ELEANOR HAMILTON LAMB

Billie H DeVane (SEAL)
BILLIE HAMILTON DEVANE

James L. Hamilton (SEAL)
JAMES LEE HAMILTON

Ralph H. Hamilton (SEAL)
RALPH HARVEY HAMILTON

Johnny Earlie Hamilton (SEAL)
JOHNNY EARLIE HAMILTON

Edwin Earl Lamb (SEAL)
EDWIN EARL LAMB

Margaret S. Hamilton (SEAL)
MARGARET S. HAMILTON

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

I, David Godley, a Notary Public for Wake, County North Carolina, certify that **Ralph H. Hamilton** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of June, **2014.**

My commission expires: 5/28/17
NOTARY PUBLIC

DAVID GODLEY NOTARY PUBLIC WAKE COUNTY, NC

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, David Godley, a Notary Public for Wake, County North Carolina, certify that **Eleanor Hamilton Lamb and Edwin Earl Lamb** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of June, **2014.**

My commission expires: 5/28/17
NOTARY PUBLIC

DAVID GODLEY NOTARY PUBLIC WAKE COUNTY, NC

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

I, D J Godley David Godley, a Notary Public for Wake, County North Carolina, certify that **Billie Hamilton Devane** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of June, **2014.**

My commission expires: 5/28/17
NOTARY PUBLIC

D J Godley

DAVID GODLEY NOTARY PUBLIC WAKE COUNTY, NC

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

I, Becky S. Kerr, a Notary Public for Pender, County North Carolina, certify that **Johnnie Earlie Hamilton and Margaret S. Hamilton** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3rd day of July, **2014.**

My commission expires: 8/2/15
NOTARY PUBLIC

BECKY S. KERR NOTARY PUBLIC PENDER COUNTY, N.C.

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

I, Becky S. Kerr, a Notary Public for Pender, County North Carolina, certify that **James Lee Hamilton** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3rd day of July, **2014.**

My commission expires: 8/2/15

NOTARY PUBLIC

BECKY S. KERR
NOTARY
PUBLIC
PENDER COUNTY, N.C.

Exhibit A

CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA
NCEEP PROJECT NAME: CEDAR CREEK SITE
THE FRANCES J. HAMILTON HEIRS PROPERTY – SHEETS 7, 8 AND 9 of 14
S. P. O. File # 82-AH
NCEEP RFP # 16-004365
NCEEP PROJECT # 95718

EASEMENT ONE:

BEGINNING at a new iron stake and cap, a new corner within the Frances J. Hamilton Heirs' Tract (Deed Book 915 at Page 163 of the Sampson County Registry) out of which this Conservation Easement is delineated, a new corner in the line of 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 said new iron stake and cap being located, South 00 degrees 02 minutes 15 seconds West, 4502.67 feet from NCGS Station "CTZ A 2006" – N=446,890.3004 and E=2,190,822.1341 (NAD 83/2011), and running thence with the Bennett (now Hamilton) line, South 36 degrees 15 minutes 26 seconds West, 14.09 feet; South 41 degrees 55 minutes 57 seconds West, 36.90 feet; and South 34 degrees 20 minutes 19 seconds West, 36.54 feet to a point in the centerline of Cedar Creek, a joint corner with the Hamilton Heirs, Bennett (now Hamilton), and Mary Lily Johnson Nuckolls, et als. (Deed Book 1807 at Page 489 and Map Book 14 at Page 10 of the Sampson County Registry); thence with the Nuckolls, et als. line, the centerline of Cedar Creek, the following courses and distances: North 33 degrees 44 minutes 07 seconds West, 9.68 feet; North 33 degrees 22 minutes 01 seconds West, 21.23 feet; North 47 degrees 47 minutes 52 seconds West, 21.63 feet; North 49 degrees 29 minutes 41 seconds West, 50.71 feet; North 42 degrees 43 minutes 55 seconds West, 17.17 feet; North 24 degrees 14minutes 56 seconds West, 21.73 feet; North 36 degrees 50 minutes 59 seconds West, 17.24 feet; North 73 degrees 44 minutes 42 seconds West, 19.21 feet; North 60 degrees 38 minutes 46 seconds West, 16.36 feet; North 34 degrees 50 minutes 59 seconds West, 13.21 feet; North 02 degrees 10 minutes 23 seconds East, 31.75 feet; North 09 degrees 25 minutes 31 seconds West, 14.33 feet; North 52 degrees 43 minutes 10 seconds West, 21.67 feet; North 42 degrees 49 minutes 10 seconds West, 19.30 feet; North 10 degrees 08 minutes 19 seconds West, 30.70 feet; North 15 degrees 55 minutes 00 seconds West, 20.51 feet; North 19 degrees 42 minutes 34 seconds West, 24.70 feet; North 26 degrees 37 minutes 37 seconds West, 22.13 feet; North 60 degrees 04 minutes 01 seconds West, 18.63 feet; North 31 degrees 24 minutes 02 seconds West, 13.43 feet; North 33 degrees 15 minutes 33 seconds West, 19.44 feet; North 54 degrees 41minutes 24 seconds West, 20.36 feet; North 47 degrees 57 minutes 21 seconds West, 27.92 feet; North 69 degrees 47 minutes 54 seconds West, 12.05 feet; North 67 degrees 12 minutes 38 seconds West, 14.90 feet; North 63 degrees 06 minutes 32 seconds West, 16.36 feet; North 39 degrees

46 minutes 35 seconds West, 29.33 feet; North 24 degrees 05 minutes 08 seconds West, 24.61 feet; North 56 degrees 07 minutes 33 seconds West, 21.35 feet; North 45 degrees 30 minutes 42 seconds West, 18.32 feet; North 43 degrees 06 minutes 52 seconds West, 17.15 feet; North 29 degrees 36 minutes 59 seconds West, 15.05 feet; North 18 degrees 46 minutes 02 seconds West, 22.51 feet; North 33 degrees 42 minutes 52 seconds West, 21.24 feet; North 35 degrees 09 minutes 02 second West, 25.59 feet; North 35 degrees 44 minutes57 seconds West, 31.48 feet; North 24 degrees 10 minutes 48 seconds West, 12.02 feet; North 55 degrees 48 minutes 18 seconds West, 12.43 feet; North 79 degrees 26 minutes 47 seconds West, 26.89 feet; North 60 degrees 16 minutes 00 seconds West, 15.93 feet; North 58 degrees 17 minutes 08 seconds West, 8.90 feet; North 09 degrees 03 minutes 33 seconds West, 9.86 feet; North 05 degrees 26 minutes 39 seconds East, 16.21 feet; North 35 degrees 25 minutes 54 seconds East, 12.96 feet; North 12 degrees 54 minutes 31 seconds East, 18.35 feet; North 07 degrees 35 minutes 40 seconds West, 22.30 feet; North 30 degrees 35 minutes 44 seconds West, 24.07 feet; North 12 degrees 16 minutes 44 seconds West, 26.55 feet; North 06 degrees 53 minutes 30 seconds West, 26.41 feet; North 03 degrees 43minutes 16 seconds West, 16.6 feet; North 01 degrees 04 minutes 23 seconds West, 22.19 feet; North 25 minutes 49 minutes 39 seconds West, 12.76 feet; North 50 degrees 11 minutes 05 seconds West, 11.62 feet; North 53 degrees 52 minutes 31 seconds West, 8.54 feet; North 89 degrees 44 minutes 46 seconds West, 5.71 feet; North 88 degrees 24 minutes 37 seconds West, 11.30 feet; South 25 degrees 11 minutes 33 seconds West, 13.52 feet; South 80 degrees 12 minutes 48 seconds West, 10.76 feet; North 89 degrees 10 minutes 14 seconds West, 12.74 feet; North 76 degrees 49 minutes 27 seconds West, 40.96 feet; North 69 degrees 41 minutes 32 seconds West, 13.41 feet; South 89 degrees 03 minutes 16 seconds West, 10.46 feet; South 82 degrees 17 minutes 21 seconds West, 17.22 feet; North 82 degrees 54 minutes 29 seconds West, 16.99 feet; North 33 degrees 52 minutes 19 seconds West, 23.09 feet; North 29 degrees 04 minutes 52 seconds West, 15.95 feet; North 57 degrees 34 minutes 46 seconds West, 11.21 feet; North 59 degrees 23 minutes 30 seconds West, 19.39 feet; North 30 degrees 13 minutes 36 seconds West, 24.16 feet; North 35 degrees 14 minutes 05 seconds West, 21.64 feet; North 67 degrees 41 minutes 41 seconds West, 26.87 feet; North 68 degrees 25 minutes 34 seconds West, 11.54 feet; South 77 degrees 37 minutes 28 seconds West, 12.99 feet; South 36 degrees 08 minutes 12 seconds West, 8.99 feet; South 14 degrees 12 minutes 31 seconds, West, 15.23 feet; South 34 degrees 46 minutes 21 seconds West, 24 feet; North 50 degrees 37 minutes 32 seconds West, 19.14 feet; North 46 degrees 26 minutes27 seconds West, 30.69 feet; North 48 degrees 01 minute 12 seconds West, 12.98 feet; North 62 degrees 42 minutes 01 seconds West, 14.94 feet; North 72 degrees 48 minutes 56 seconds West, 37.71 feet; North 66 degrees 40 minutes 10 seconds West, 11.06 feet; North 45 degrees 44 minutes 37 minutes West, 13.92 feet; North 31 degrees 59 minutes 00 seconds, West, 13.78 feet to a point, a joint corner with the Hamilton Heirs, Nuckols, et als, and Ralph H. Hamilton (Deed Book 1148 at Page 985 and Map Book 1 at Page 306 of the Sampson County Registry); thence continuing the joint Hamilton Heirs and Hamilton line, the centerline of Cedar Creek, the following courses and distances: North 31 degrees 59 minutes 00 seconds West, 0.54 feet; North 52 degrees 48 minutes 10 seconds West, 28.05 feet; North 47 degrees 21 minutes 39 seconds West, 12.20 feet; North 84 degrees 00 minutes 50 seconds West, 9.72 feet; South 73 degrees 07 minutes 11 seconds West, 7.84 feet; North 89 degrees 34 minutes 38 seconds West, 12.45 feet; North 55 degrees 24 minutes 24 seconds West, 16.83 feet;

South 89 degrees 13 minutes 16 seconds West, 18.76 feet; South 87 degrees 30 minutes 03 seconds West, 14.65 feet; South 55 degrees 37 minutes 24 seconds West, 27.44 feet; South 38 degrees 16 minutes 44 seconds West, 23.39 feet; South 29 degrees 56 minutes 49 seconds West, 18.55 feet; South 29 degrees 36 minutes 06 seconds West, 26.31 feet; South 44 degrees 42 minutes 04 seconds West, 14.17 feet; South 62 degrees 45 minutes 49 seconds West, 19.33 feet; North 59 degrees 48 minutes 53 seconds West, 24.50 feet; North 40 degrees 01 minutes 32 seconds West, 13.57 feet; North 70 degrees 38 minutes 18 seconds West, 18.24 feet; South 85 degrees 52 minutes 03 seconds West, 19.62 feet; North 86 degrees 53 minutes 08 seconds West, 27.00 feet; North 78 degrees 19 minutes 33 seconds West, 23.78 feet; North 79 degrees 12 minutes 11 seconds West, 14.40 feet; South 81 degrees 39 minutes 24 seconds West, 17.79 feet; South 80 degrees 39 minutes 33 seconds West, 53.75 feet; South 80 degrees 22 minutes 04 seconds West, 9.59 feet; North 78 degrees 53 minutes 01 seconds West, 10.33 feet; North 53 degrees 31 minutes 26 seconds West, 17.65 feet; North 35 degrees 44 minutes 47 seconds West, 18.48 feet; North 53 degrees 21 minutes 07 seconds West, 18.54 feet; North 47 degrees 38 minutes 42 seconds West, 13.40 feet; North 12 degrees 01 minutes 28 seconds West, 10.31 feet; North 05 degrees 21 minutes 14 seconds East, 9.87 feet; North 39 degrees 24 minutes 14 seconds East, 8.30 feet; North 33 degrees 16 minutes 47 seconds East, 10.81 feet; North 04 degrees 26 minutes 27 seconds East, 7.98 feet; South 10 degrees 47 minutes 05 seconds West, 5.52 feet; North 24 degrees 27 minutes 32 seconds West, 6.87 feeet; North 80 degrees 52 minutes 35 seconds West, 10.65 feet; North 88 degrees 11 minutes 55 seconds West, 3.96 feet; North 84 degrees 54 minutes 19 seconds West, 19.10 feet; North 75 degrees 36minutes 45 seconds West, 19.26 feet; North 19 degrees 26minutes 43 seconds West, 11.65 feet; North 07 degrees 12minutes 41 seconds West, 16.34 feet; North 09 degrees 02 minutes 26 seconds West, 17.62 feet; North 10 degrees 01 minutes 34 seconds East, 12.63 feet; North 32 degrees 20 minutes 31 seconds West, 8.34 feet; North 46 degrees 47 minutes 02 seconds West, 4.62 feet; thence leaving the main run of Cedar Creek and running with a branch and the Hamilton Heirs line the following courses and distances: North 34 degrees 58 minutes 27 seconds East, 30.32 feet; North 32 degrees 09 minutes 33 seconds East, 24.23 feet; North 15 degrees 20 minutes 23 seconds East, 39.50 feet; North 15 degrees 18 minutes 31 seconds East, 22.25 feet; North 13 degrees 04 minutes 42 seconds East, 45.73 feet; North 07 degrees 10 minutes 42 seconds East, 51.01 feet; North 13 degrees 29 minutes 24 seconds East, 50.13 feet; North 11 degrees 48 minutes 52 seconds East, 35.14 feet; North 05 degrees 15 minutes 55 seconds East, 14.96 feet; North 13 degrees 37 minutes 49 seconds East, 27.90 feet; North 02 degrees 36 minutes 34 seconds East, 23.42 feet; North 09 degrees 39 minutes 39 seconds East, 49.96 feet; North 15 degrees 40 minutes 33 seconds East, 17.87 feet; North 08 degrees 07 minutes 37 seconds East, 57.09 feet; North 16 degrees 29 minutes 40 seconds East, 9.94 feet; North 03 degrees 35 minutes 18 seconds West, 8.70 feet; North 14 degrees 44 minutes 49 seconds East, 7.55 feet; North 11 degrees 51 minutes 34 seconds East, 22.01 feet; and North 11 degrees 06 minutes 30 seconds East, 67.25 feet to an existing iron stake, a control corner, a joint corner with the Frances J. Hamilton Heirs (Deed Book 915 at Page 163 of the Sampson County Registry), the Frances J. Hamilton Heirs (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry), and Ralph Harvey Hamilton (Deed Book 814 at Page 82 of the Sampson County Registry); thence with the Ralph Harvey Hamilton line, South 70 degrees 15 minutes 05 seconds East, 131.07 feet to a

new iron stake and cap, a new corner within the Frances J. Hamilton Heirs' Tract (Deed Book 915 at Page 163 of the Sampson County Registry) out of which this Conservation Easement is delineated; thence a new line, the Easement line, South 14 degrees 40 minutes 46 seconds West, 490.63 feet to a new iron stake and cap; thence South 74 degrees 24 minutes 29 seconds East, 753.70 feet to a new iron stake and cap; thence North 73 degrees 48 minutes 24 seconds East, 328.92 feet to a new iron stake and cap, and said new iron stake and cap being located South 66 degrees 26 minutes 38 seconds West, 61.37 feet from a new iron stake and cap, a corner of Easement Two on this map; thence South 35 degrees 41 minutes 43 seconds East, 190.27 feet to a new iron stake and cap, a corner of an access area between Easements One and Two; thence South 77 degrees 36 minutes 29 seconds West, 152.45 feet to a new iron stake and cap; thence South 23 degrees 14 minutes 44 seconds West, 219.06 feet to a new iron stake and cap; thence South 39 degrees 43 minutes 03 seconds East, 418.26 feet to a new iron stake and cap; thence South 37 degrees 06 minutes 17 seconds East, 352.61 feet to the **BEGINNING,** containing 7.805 acres, more or less, as shown on a map prepared by Matrix East, PLLC, Professional Land Surveyors, February 24, 2014.

EASEMENT TWO:

BEGINNING at a new iron stake and cap, said new iron stake and cap being located South 00 degrees 02 minutes 15 seconds West, 4502.67 feet; North 37 degrees 06 minutes 17 seconds West, 352.61 feet; North 39 degrees 43 minutes 03 seconds West, 418.26 feet; North 23 degrees 14 minutes 44 seconds West, 219.06 feet; North 77 degrees 36 minutes 29 seconds East, 152.45 feet; North 35 degrees 41 minutes 43 seconds West, 190.27 feet; and North 66 degrees 26 minutes 38 seconds East, 61.37 feet from NCGS Station "CTZ A 2006" – N=446,890.3004 and E=2,190,822.1341 (NAD 83/2011), and said iron stake and cap being a new corner within the Frances J. Hamilton Heirs' Tract (Deed Book 915 at Page 163 of the Sampson County Registry) out of which this Conservation Easement is delineated, and running thence a new line, the Easement line, North 04 degrees 21 minutes 55 seconds East, 206.31 feet to a new iron stake and cap in the Ralph Harvey Hamilton line (Deed Book 814 at Page 82 of the Sampson County Registry); then with the Hamilton line and with a ditch, South 70 degrees 15 minutes 05 seconds East, 469.48 feet to a new iron stake and cap; thence leaving the Ralph Harvey Hamilton line, South 19 degrees 44 minutes 55 seconds West, crossing back over the ditch, 94.06 feet; thence North 84 degrees 28 minutes 26 seconds West, 189.32 feet to a new iron stake and cap; thence South 44 degrees 38 minutes 22 seconds West, 181.79 feet to a new iron stake and cap, a corner of an access area between Easements One and Two; thence crossing a ditch, North 35 degrees 41 minutes 43 seconds West, 187.87 feet to the **BEGINNING,** containing 1.907 acres, more or less, as shown on a map prepared by Matrix East, PLLC, Professional Land Surveyors, February 24, 2014.

CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA
NCEEP PROJECT NAME: CEDAR CREEK SITE
THE FRANCES J. HAMILTON HEIRS PROPERTY – SHEET 10 of 14
S. P. O. File # 82-AH
NCEEP RFP # 16-004365
NCEEP PROJECT # 95718

EASEMENT ONE:

BEGINNING at a new iron stake and cap, said iron stake and cap being located South 35 degrees 35 minutes 56 seconds West, 3081.47 feet from NCGS Station "CTZ A 2006" – N=446,890.3004; E=2,190,822.1341 (NAD83/2011), a new corner within the Frances J. Hamilton Heirs Tract out of which this Conservation Easement is delineated (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry), and running thence a new line, the Easement line, South 74 degrees 23 minutes 31 seconds East, 149.28 feet to a new iron stake and cap; thence another new line, the Easement line, North 38 degrees 43 minutes 50 seconds East, 436.77 feet to an existing concrete monument, a corner with James L. Hamilton, et als. (Deed Book 955 at Page 767 of the Sampson County Registry); thence with the Hamilton line, South 58 degrees 14 minutes 09 seconds East, 292.55 feet to an existing iron stake in the edge of a farm path; thence South 33 degrees 23 degree 19 seconds West, 59.97 feet to a new iron stake and cap, said iron stake and cap being located North 58 degrees 10 minutes 52 seconds West, 52.45 feet from an existing iron stake, a joint corner of the Ralph Harvey Hamilton property (Deed Book 1220 at Page 990 and Map Book 29 at Page 4 of the Sampson County Registry) and adjoining Frances J. Hamilton Heirs' Property (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry); thence the joint Hamilton Heirs' line, North 58 degrees 10 minutes 52 seconds West, 207.23 feet to an existing iron stake in the centerline of a ditch; thence continuing the joint Hamilton Heirs' line, the center of the ditch, the following courses and distances: South 21 degrees 05 minutes 17 seconds West, 145.75 feet to an existing iron stake; South 45 degrees 54 minutes 32 seconds West, 377.83 feet to an existing iron stake; and South 36 degrees 13 minutes 44 seconds West, 150.87 feet to a point; thence continuing above the ditch, South 80 degrees 07 minutes 23 seconds East, 355.84 feet to an existing iron stake, a joint corner with Ralph Harvey Hamilton (Deed Book 814 at Page 82 of the Sampson County Registry) and adjoining property of The Frances J. Hamilton Heirs (Deed Book 915 at Page 163 of the Sampson County Registry); thence with the Frances J. Hamilton Heirs' line, South 11 degrees 06 minutes 30 seconds West, 67.25 feet to a point in the centerline of Cedar Creek; thence continuing with the Hamilton Heirs' line, and running with the centerline of Cedar Creek, the following courses and distances: South 11 degrees 51 minutes 34 seconds West, 22.01 feet; South14 degrees 44minutes 49 seconds West, 7.55 feet; South 03 degrees 35 minutes 18 seconds East, 8.70 feet; South 16 degrees 29 minutes 40seconds West, 9.94 feet; South 08 degrees 07 minutes 37 seconds West, 57.09 feet; South 15 degrees 40 minutes 33 seconds West, 17.87 feet; South 09 degrees 39 minutes 39 seconds West, 49.96 feet; South 02 degrees 36 minutes 34 seconds West, 23.42 feet; South 13 degrees 37 minutes 49 seconds West, 27.90 feet; South 05 degrees 15 minutes 55 seconds West, 14.96 feet; South 11 degrees 48 minutes 52 seconds West, 35.14 feet; South 13 degrees 29 minutes 24 seconds West, 50.13 feet; South 07 degrees 10minutes 42 seconds West, 51.01 feet; South 13 degrees 04minutes 42 seconds West, 45.73 feet; South 15 degrees 18 minutes 31 seconds West, 22.25 feet; South 15 degrees 20 minutes 23

seconds West, 39.50 feet; South 32 degrees 09 minutes 33 seconds West, 24.23 feet; South 34 degrees 58 minutes 27 seconds West, 30.32 feet to a fork in Cedar Creek, a joint corner with the two tracts of the Hamilton Heirs (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry – and Deed Book 915 at Page 163 of the Sampson County Registry), and Ralph H. Hamilton (Deed Book 1148 at Page 985 and Map Book 1 at Page 306 of the Sampson County Registry; thence with the Hamilton Heirs' (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry) and Ralph Hamilton joint line, continuing with the centerline of Cedar Creek, North 46 degrees 48 minutes 02 seconds West, 7.18 feet; North 48 degrees 48 minutes 50 seconds West, 35.38 feet; North 62 degrees 38 minutes 52 seconds West, 48.81 feet; North 62 degrees 44 minutes 19 seconds West, 13.70 feet; North 49 degrees 59 minutes 31 seconds West, 38.90 feet; North 54 degrees 38 minutes 26 seconds West, 33.68 feet; North 51 degrees 44 minutes 07 seconds West, 12.81 feet; North 53 degrees 22 minutes 01 seconds West, 34.43 feet; North 63 degrees 57 minutes 09 seconds West, 24.37 feet; North 56 degrees 02 minutes 58 seconds West, 20.95 feet; North 58 degrees 49 minutes 17 seconds West, 16.19 feet; North 75 degrees 09 minutes 51 seconds West, 12.50 feet; North 83 degrees 58 minutes 29 seconds West, 22.69 feet; North 85 degrees 02 minutes 21 seconds West, 54.13 feet; North 73 degrees 23 minutes 01 seconds West, 25.04 feet; North 72 degrees 06 minutes 16 seconds West , 21.93 feet; North 61 degrees27 minutes 59 seconds West, 51.46 feet; North 62 degrees 02 minutes 39 seconds West, 19.73 feet; North 61 degrees 30 minutes 07 seconds West, 18.77 feet; North 69 degrees 19 minutes 57 seconds West, 12.23 feet; North 81 degrees 24 minutes17 seconds West, 13.45 feet; North 86 degrees 16 minutes 32 seconds West, 34.56 feet; North78 degrees 04 minutes12 seconds West, 24.72 feet; North 73 degrees 41 minutes59secondsWest, 21.61 feet; North 80 degrees 46 minutes 28 seconds West, 31.14 feet; North 75 degrees35 minutes 15 seconds West, 17.89 feet; North 79 degrees 28 minutes 23 seconds West, 22.59 feet; North 88 degrees 47 minutes 13 seconds West, 26.00 feet; South 88 degrees 26 minutes 13 seconds West, 49.50 feet; North 78 degrees 58 minutes 00 seconds West, 22.93 feet; North85 degrees 59 minutes 39 seconds West, 29.26 feet; North 89 degrees 34 minutes 16 seconds West, 49.48 feet; North 87 degrees 20 minutes 51 seconds West ,49.24 feet; North 87 degrees 40 minutes 25 seconds West, 41.57 feet; North 87 degrees 44 minutes 31 seconds West 24.00 feet; North 81 degrees 19 minutes 13 seconds West, 29.45 feet; North 52 degrees 31 minutes 17 seconds West, 15.48 feet; North 27 degrees 57 minutes 53 seconds West, 24.78 feet, and North 14 degrees 25 minutes 41 seconds West, 7.88 feet; thence leaving Cedar Creek and running North 344 degrees 47 minutes 22 seconds East, 111.42 feet to a new iron stake and cap, a new corner within the Frances J. Hamilton Heirs Tract out of which this Conservation Easement is delineated (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry); thence continuing, the Easement line, South 79 degrees 48 minutes 34 seconds East, 109.98 feet to a new iron stake and cap; North 74 degrees 28 minutes 20 seconds East, 250.27 feet to a new iron stake and cap; and North 28 degrees 26 minutes 52 seconds East, 590.43 feet to the **BEGINNING,** containing 11.180 acres, more or less, as shown on a map prepared by Matrix East, PLLC, Professional Land Surveyors, February 24, 2014.

EASEMENT TWO:

BEGINNING at a new iron stake and cap, said iron stake and cap being located South 35 degrees 35 minutes 56 seconds West, 3081.47 feet; South 28 degrees 26 minutes 52 seconds

West, 590.43 feet; South 74 degrees 28 minutes 20 seconds West, 250.27 feet; North 79 degrees 48 minutes 34 seconds West, 109.98 feet; and North 53 degrees 43 minutes 27 seconds West, 60.67 feet from NCGS Station "CTZ A 2006" – N=446,890.3004; E=2,190,822.1341 (NAD83/2011), and being a new corner within the Frances J. Hamilton Heirs Tract out of which this Conservation Easement is delineated (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry), and running thence a new line, the Easement line, South 44 degrees 47 minutes 22 seconds West, 88.35 feet to a point in the branch, a corner with Ralph H. Hamilton (Deed Book 1148 at Page 985 and Map Book 1 at Page 306 of the Sampson County Registry); thence the joint Hamilton Heirs' and Hamilton line, running with the center of the branch, the following courses And distances: North 58 degrees 43 minutes 39 seconds West, 3.85 feet; South 88 degrees 30 minutes 15 seconds West, 8.57 feet; North 80 degrees 52 minutes 07 seconds West, 49.35 feet; North 83 degrees 51 minutes 02 seconds West, 51.27 feet; North 78 degrees 41 minutes 24 seconds West, 51.18 feet; North 63 degrees 56 minutes 22 seconds West, 48.07 feet; North 78 degrees 46 minutes 07 seconds West, 11.56 feet; North 80 degrees 35 minutes 21 seconds West, 7.90 feet; South 76 degrees 58 minutes 20 seconds West, 8.81 feet; South 63 degrees 32 minutes 40 seconds West, 9.70 feet; South 57 degrees 28 minutes 19 seconds West, 8.40 feet; South 48 degrees 07 minutes 03 seconds West, 13.44 feet; South 60 degrees 08 minutes 17 seconds West, 8.50 feet; South 68 degrees 12 minutes 35 seconds West, 6.71 feet; North 73 degrees 37 minutes 42 seconds West, 14.99 feet; North 64 degrees 33 minutes 16 seconds West, 36.40 feet; North 57 degrees 47 minutes 11 seconds West, 52.45 feet; North 46 degrees 30 minutes 07 seconds West, 19.86 feet; North 51 degrees 39 minutes 18 seconds West, 30.40 feet; North 53 degrees 44 minutes 53 seconds West, 1.21 feet; thence leaving the branch, North 38 degrees 39 minutes 40 seconds East, 16.72 feet to a new iron stake and cap, a new corner within the Frances J. Hamilton Heirs Tract out of which this Conservation Easement is delineated (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry), and running thence a new line, the Easement line, South 47 degrees 50 minutes 16 seconds East, 18.78 feet to a new iron stake and cap, another new corner; thence continuing the Easement line, North 42 degrees 09 minutes 44 seconds East, 72.34 feet to a new iron stake and cap, another new corner, and South 76 degrees 17 minutes 01 seconds East, 403.71 feet to the **BEGINNING,** containing .844 acres, more or less, as shown on a map prepared by Matrix East, PLLC, Professional Land Surveyors, February 24, 2014.

CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA
NCEEP PROJECT NAME: CEDAR CREEK SITE
THE FRANCES J. HAMILTON HEIRS PROPERTY – SHEET 11 of 14
S. P. O. File # 82-AH
NCEEP RFP # 16-004365
NCEEP PROJECT # 95718

BEGINNING at an existing iron stake, a control corner, and a corner in the line of adjoining property of the Frances J. Hamilton Heirs (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry), said iron stake being located South 30 degrees 10 minutes 21 seconds West, 2660.25 feet from NCGS Station "CTZ A 2006" – N=446,890.3004; E=2,190,822.1341 (NAD83/2011), and running thence the Easement lines, South 58 degrees 10 minutes 52 minutes East, 207.23 feet to an existing iron stake, said iron stake being located North 58 degrees 10 minutes 52 seconds West, 52.45 feet from an existing iron stake, a corner of the Ralph Harvey Hamilton property (Deed Book 1220 at Page 990 and Map Book 29 at Page 4 of the Sampson County Registry); thence continuing the Easement lines, South 33 degrees 23 minutes 19 seconds West, 249.11 feet to a new iron stake and cap set in the joint Frances J. Hamilton Heirs and Ralph H. Hamilton line; thence again the joint line, South 46 degrees 06 minutes 30 seconds West, 92.35 feet to an existing iron stake in the centerline of a ditch, a joint corner with two Ralph H. Hamilton tracts (Deed Book 1220 at Page 990 and Map Book 29 at Page 4 of the Sampson County Registry and Deed Book 814 at Page 82 of the Sampson County Registry of the Sampson County Registry); thence with Ralph Harvey Hamilton (Deed Book 814 at Page 82 of the Sampson County Registry), the centerline of the ditch, South 09 degrees 52 minutes 14 seconds West, 203.36 feet to an existing iron stake, a joint corner between the Frances J. Hamilton Heirs, Ralph Harvey Hamilton (Deed Book 814 at Page 82 of the Sampson County Registry), and The Frances J. Hamilton Heirs (Deed Book 915 at Page 163 of the Sampson County Registry; thence with the Hamilton Heirs line (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry), running above the ditch, North 80 degrees 07 minutes 23 seconds West, 355.84 feet to a point in the centerline of the ditch, a corner with the Frances J. Hamilton Heirs (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry); thence with the Hamilton Heirs line and the ditch, the following courses and distances: North 36 degrees 13 minutes 44 seconds East, 150.87 feet to an existing iron stake; North 45 degrees 54 minutes 32 seconds East, 377.83 feet to an existing iron stake, a control corner; and North 21 degrees 05 minutes 17 seconds East, 145.75 feet to the **BEGINNING,** containing 3.115 acres, more or less, as shown on a map prepared by Matrix East, PLLC, Professional Land Surveyors, February 24, 2014.

CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA
NCEEP PROJECT NAME: CEDAR CREEK SITE
THE JAMES L. HAMILTON, ET ALS. PROPERTY – SHEET 14 of 14
S. P. O. File # 82-AH
NCEEP RFP # 16-004365
NCEEP PROJECT # 95718

BEGINNING at a new iron stake and cap, a control corner, a corner with the Frances J. Hamilton Heirs (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry), and a new corner in the line of the tract of James L. Hamilton, et als. (Deed Book 955 at Page 767 of the Sampson County Registry), out of which this Conservation Easement is delineated, said iron stake and cap being located South 31 degrees 23 minutes 51 seconds West, 2182.66 feet from NCGS Station "CTZ A 2006" – N=446,890.3004; E=2,190,822.1341 (NAD83/2011), and running thence the Easement line, the following courses and distances: South 48 degrees 09 minutes 49 seconds East, 307.32 feet to a new iron stake and cap in the edge of a farm path; South 37 degrees 04 minutes 17 seconds West, 364.69 feet to an existing iron stake in the edge of the farm path, and said iron stake being located North 58 degrees 14 minutes 09 seconds West, 60.02 feet from an existing concrete monument on the Southeastern side of the farm path; thence North 58 degrees 14 minutes 09 seconds West, 292.55 feet to an existing concrete monument, a control corner, and a corner with the Frances J. Hamilton Heirs (Deed Book 704 at Page 150, Deed Book 733 at Page 298, and Deed Book 752 at Page 729 of the Sampson County Registry); thence the joint James L. Hamilton, et als. and Frances J. Hamilton Heirs line, North 35 degrees 01 minute 04 seconds East, 417.54 feet to the **BEGINNING,** containing 2.682 acres, more or less, as shown on a map prepared by Matrix East, PLLC, Professional Land Surveyors, February 24, 2014.