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ALAMANCE COUNTY, NC
HUGH WEBSTER
REGISTER OF DEEDS

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EXCISE TAX	$824.00

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STATE OF NORTH CAROLINA

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

ALAMANCE COUNTY

SPO File Number: 01-AD
DMS Project Number: 96316
Revenue Stamps $824.00
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

COPY

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this 28th day of September, 2015, by M. Darryle Lindley, Trustee of the M. Darryle Lindley Revocable Trust Agreement dated February 12, 2009, M. Darryle Lindley and wife, Nancy Lindley, ("**Grantor**"), whose mailing address is 1140 Moon Lindley Road, Snow Camp, NC 27349, 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 Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that

contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between Wildlands Engineering, Inc. and the North Carolina Department of Environment and Natural Resources, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number 5795.

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 Division of Mitigation Services 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, Grantor owns in fee simple certain real property situated, lying, and being in Newlin Township, Alamance County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 130.70 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 2959 at Page 666** of the Alamance County Registry, North Carolina; and

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 Pine Hill Branch.

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 Area consists of the following:

Conservation Easement Area A containing a total of 24.51 **acres** as shown on the plat of survey entitled "Final Plat, Conservation Easement for The State of North Carolina Division of Mitigation Services, Holman Mill Stream Mitigation Site, DMS Site No. 96316, Current Owner(s) Listed As: M. Darryle Lindley, Trustee," dated July 15, 2015 by Charles O. Eliason, PLS Number 3599 and recorded in the Alamance County, North Carolina Register of Deeds at **Plat Book** 77 **Page** 202, to which plat reference is hereby made for a more particular metes and bounds description.

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 except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

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. **Damage to Vegetation.** Except within Crossing Area(s) as shown on the recorded survey plat and 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 with the following exception:

Only roads and trails located within the Conservation Easement Area prior to completion of the construction of the restoration project and within crossings shown on the recorded survey plat may be maintained by Grantor, successors or assigns to allow for access to the interior of the Property, and must be repaired and maintained to prevent runoff and degradation to the Conservation Easement Area. Such roads and trails shall be covered with pervious materials such as loose gravel or permanent vegetation in order to minimize runoff and prevent sedimentation.

All roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

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. Division of Mitigation Services, 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:

Division of Mitigation Services 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 Grantor has hereunto set his hand and seal, the day and year first above written.

M Darryle Lindley (SEAL)
M. DARRYLE LINDLEY, TRUSTEE OF THE M. DARRYLE LINDLEY REVOCABLE TRUST AGREEMENT DATED FEBRUARY 12, 2009

M Darryle Lindley (SEAL)
M. DARRYLE LINDLEY

Nancy M. Lindley (SEAL)
NANCY M. LINDLEY

NORTH CAROLINA
COUNTY OF ALAMANCE

I, R. Nelson Richardson, a Notary Public in and for the County and State aforesaid, do hereby certify that **M. DARRYLE LINDLEY, TRUSTEE OF THE M. DARRYLE LINDLEY REVOCABLE TRUST DATED FEBRUARY 12, 2009**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 28th day of September, 2015.

R. Nelson Richardson

Notary Public

My commission expires: March 3, 2019

R. Nelson Richardson
Notary Public
Alamance County
North Carolina
My Commission Expires 3/3/19

NORTH CAROLINA
COUNTY OF ALAMANCE

I, R. Nelson Richardson, a Notary Public in and for the County and State aforesaid, do hereby certify that **M. DARRYLE LINDLEY and wife, NANCY M. LINDLEY**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 28th day of September, 2015.

R. Nelson Richardson

Notary Public

My commission expires: March 3, 2019

R. Nelson Richardson
Notary Public
Alamance County
North Carolina
My Commission Expires 3/3/19

Exhibit A

Conservation Easement Area A:

Beginning at an iron pipe set in the center line of Pine Hill Branch, point number 51 as shown on that plat prepared by Infinite Land Design, PC titled "Conservation Easement for the State of North Carolina – Division of Mitigation Services – DMS Project #96316", said iron pipe having NAD Grid Coordinates of: Northing – 766306.3675 feet; Easting – 1886639.7304 feet and being S 02 deg 38' 17" W 76.75 feet from the North East corner of that certain tract and parcel of land standing as the M. Darryl Lindley Trustee Lands, Deed Book 2959 Page 666 as recorded in the Alamance County Registry.

Thence from said beginning point the following courses and distances down the center line of Pine Hill Branch:

N 64 degrees 15 minutes 50 seconds W a distance of 11.59 feet;
S 61 degrees 01 minutes 26 seconds W a distance of 19.72 feet;
S 51 degrees 50 minutes 06 seconds W a distance of 44.42 feet;
S 17 degrees 44 minutes10 seconds E a distance of 0.60 feet;
S 54 degrees 41 minutes 15 seconds W a distance of 36.68 feet;
S 50 degrees 32 minutes 52 seconds W a distance of 7.26 feet;
N 77 degrees 47 minutes 31 seconds W a distance of 3.08 feet;
S 47 degrees 27 minutes 43 seconds W a distance of 44.85 feet;
S 61 degrees 01 minutes 57 seconds W a distance of 15.62 feet;
S 38 degrees 12 minutes18 seconds W a distance of 21.46 feet;
S 56 degrees 13 minutes 31 seconds W a distance of 41.98 feet;
S 80 degrees 28 minutes 36 seconds W a distance of 8.44 feet;
N 83 degrees 39 minutes 29 seconds W a distance of 3.07 feet;
S 82 degrees 38 minutes 33 seconds W a distance of 6.96 feet;
S 21 degrees 38 minutes 48 seconds W a distance of 3.37 feet;
S 03 degrees 56 minutes 16 seconds W a distance of 16.91 feet;
S 09 degrees 02 minutes 42 seconds W a distance of 31.85 feet;
S 20 degrees 08 minutes 14 seconds W a distance of 3.27 feet;
S 82 degrees 12 minutes 02 seconds W a distance of 40.74 feet;
S 61 degrees 44 minutes 07 seconds W a distance of 11.63 feet;
S 08 degrees 58 minutes 42 seconds E a distance of 22.71 feet;
S 31 degrees 07 minutes 28 seconds W a distance of 27.96 feet;
N 48 degrees 49 minutes 23 seconds E a distance of 19.01 feet;
S 86 degrees 49 minutes 15 seconds E a distance of 17.91 feet;
S 36 degrees 23 minutes 48 seconds E a distance of 20.03 feet;
S 45 degrees 23 minutes 52 seconds E a distance of 26.40 feet;
S 30 degrees 35 minutes 44 seconds E a distance of 51.59 feet;

S 30 degrees 58 minutes 47 seconds W a distance of 11.91 feet;
S 13 degrees 57 minutes 27 seconds W a distance of 42.06 feet;
S 29 degrees 26 minutes 05 seconds E a distance of 73.73 feet;
S 29 degrees 08 minutes 48 seconds E a distance of 54.29 feet;
S 23 degrees 22 minutes 19 seconds W a distance of 48.19 feet;
S 00 degrees 44 minutes 07 seconds E a distance of 32.97 feet;
S 05 degrees 00 minutes 08 seconds W a distance of 20.20 feet;
S 21 degrees 05 minutes18 seconds W a distance of 25.51 feet;
S 03 degrees 28 minutes 44 seconds E a distance of 48.96 feet;
S 01 degrees 42 minutes 07 seconds W a distance of 33.35 feet;
S 04 degrees 10 minutes 38 seconds W a distance of 52.51 feet;
S 00 degrees 53 minutes 39 seconds W a distance of 28.97 feet;
S 00 degrees 53 minutes 39 seconds W a distance of 18.72 feet;
S 03 degrees 26 minutes 48 seconds W a distance of 57.03 feet;
S 28 degrees 37 minutes 13 seconds W a distance of 44.55 feet;
S 32 degrees 30 minutes 00 seconds W a distance of 37.04 feet;
S 10 degrees 15 minutes 18 seconds W a distance of 37.03 feet;
S 38 degrees 29 minutes 39 seconds E a distance of 75.18 feet;
S 05 degrees 06 minutes 58 seconds E a distance of 40.39 feet;
S 42 degrees 40 minutes 17 seconds E a distance of 42.44 feet;
S 23 degrees 15 minutes 04 seconds W a distance of 39.42 feet;
S 50 degrees 07 minutes 26 seconds W a distance of 48.88 feet;
S 24 degrees 27 minutes 12 seconds W a distance of 56.72 feet;
S 23 degrees 36 minutes 09 seconds W a distance of 59.90 feet;
S 13 degrees 18 minutes 37 seconds W a distance of 53.29 feet;
S 19 degrees 26 minutes 26 seconds W a distance of 44.78 feet;
S 38 degrees 53 minutes 32 seconds W a distance of 40.60 feet;
S 30 degrees 24 minutes 17 seconds W a distance of 52.96 feet;
S 32 degrees 42 minutes 15 seconds W a distance of 46.79 feet;
S 52 degrees 56 minutes 20 seconds W a distance of 70.51 feet;
S 10 degrees 42 minutes 37 seconds W a distance of 65.73 feet;
S 38 degrees 30 minutes 22 seconds W a distance of 51.09 feet;
S 07 degrees 19 minutes 22 seconds W a distance of 38.42 feet;
S 00 degrees 26 minutes 28 seconds W a distance of 33.38 feet;
S 30 degrees 27 minutes 06 seconds W a distance of 33.18 feet;
S 19 degrees 24 minutes 37 seconds W a distance of 19.51 feet;
S 21 degrees 10 minutes 16 seconds W a distance of 20.75 feet;
S 26 degrees 16 minutes 52 seconds W a distance of 15.71 feet;
S 25 degrees 49 minutes 10 seconds W a distance of 24.36 feet;
S 35 degrees 01 minutes 57 seconds W a distance of 46.89 feet;
S 40 degrees 19 minutes 03 seconds W a distance of 34.24 feet;
S 35 degrees 08 minutes 25 seconds W a distance of 32.77 feet;
S 51 degrees 28 minutes 35 seconds W a distance of 38.23 feet;
S 60 degrees 24 minutes 02 seconds W a distance of 46.98 feet;
S 26 degrees 34 minutes 53 seconds W a distance of 51.52 feet;
S 32 degrees 22 minutes 01 seconds W a distance of 32.11 feet;

S 17 degrees 01 minutes 09 seconds E a distance of 38.98 feet;
S 36 degrees 40 minutes 48 seconds W a distance of 10.06 feet;
N 79 degrees 36 minutes 27 seconds W a distance of 9.58 feet;
S 86 degrees 08 minutes 24 seconds W a distance of 38.91 feet;
S 70 degrees 41 minutes 29 seconds W a distance of 55.30 feet;
S 81 degrees 35 minutes 36 seconds W a distance of 33.08 feet;
S 17 degrees 44 minutes 09 seconds W a distance of 31.73 feet;
S 13 degrees 24 minutes 09 seconds E a distance of 34.93 feet;
S 63 degrees 51 minutes 23 seconds E a distance of 16.38 feet;
N 89 degrees 39 minutes 47 seconds E a distance of 45.06 feet;
S 13 degrees 21 minutes 18 seconds E a distance of 43.81 feet;
S 20 degrees 54 minutes 09 seconds E a distance of 43.43 feet;
S 11 degrees 29 minutes 19 seconds W a distance of 31.69 feet;
S 51 degrees 04 minutes 46 seconds W a distance of 41.58 feet;
S 13 degrees 39 minutes 37 seconds W a distance of 48.94 feet;
S 54 degrees 39 minutes 06 seconds W a distance of 46.64 feet;
S 62 degrees 25 minutes 40 seconds W a distance of 88.61 feet;
S 26 degrees 19 minutes 59 seconds E a distance of 44.77 feet;
S 58 degrees 00 minutes 11 seconds W a distance of 50.38 feet;
S 50 degrees 10 minutes 16 seconds W a distance of 99.42 feet;
S 37 degrees 05 minutes 29 seconds E a distance of 45.73 feet;
S 01 degrees 41 minutes 31 seconds E a distance of 82.42 feet;
S 19 degrees 17 minutes 17 seconds W a distance of 53.63 feet;
S 45 degrees 10 minutes 36 seconds W a distance of 16.32 feet;
To a point in the center line of Pine Hill Branch, conservation easement corner number 11.
Thence leaving the center line of Pine Hill Branch
to conservation easement corner 12 the following course and distance:
N 82 degrees 34 minutes 07 seconds W a distance of 16.48 feet;
Thence to conservation easement corner 13 the following course and distance:
N 77 degrees 21 minutes 47 seconds W a distance of 76.83 feet;
Thence to conservation easement corner 14 the following course and distance:
N 03 degrees 49 minutes 22 seconds E a distance of 197.52 feet;
Thence to conservation easement corner 15 the following course and distance:
N 38 degrees 51 minutes 25 seconds E a distance of 209.90 feet;
Thence to conservation easement corner 16 the following course and distance:
N 10 degrees 25 minutes 18 seconds E a distance of 294.69 feet;
Thence to conservation easement corner 17 the following course and distance:
N 46 degrees 08 minutes 47 seconds E a distance of 394.15 feet;
Thence to conservation easement corner 18 the following course and distance:
N 60 degrees 25 minutes 10 seconds W a distance of 69.41 feet;
Thence to conservation easement corner 19 the following course and distance:
N 84 degrees 35 minutes 56 seconds W a distance of 224.41 feet;
Thence to conservation easement corner 20 the following course and distance:
N 58 degrees 28 minutes 50 seconds W a distance of 273.43 feet;
Thence to conservation easement corner 21 the following course and distance:
N 68 degrees 12 minutes 08 seconds W a distance of 555.74 feet;

Thence to conservation easement corner 22 the following course and distance:
N 58 degrees 15 minutes 08 seconds W a distance of 216.13 feet;
Thence to conservation easement corner 23 the following course and distance:
N 84 degrees 58 minutes 29 seconds W a distance of 219.27 feet;
Thence to conservation easement corner 24 the following course and distance:
N 72 degrees 45 minutes 40 seconds W a distance of 508.46 feet;
Thence to conservation easement corner 25 the following course and distance:
N 41 degrees 28 minutes 51 seconds W a distance of 193.85 feet;
Thence to conservation easement corner 26 the following course and distance:
N 15 degrees 33 minutes 36 seconds E a distance of 142.89 feet;
Thence to conservation easement corner 27 the following course and distance:
S 48 degrees 25 minutes 03 seconds E a distance of 216.41 feet;
Thence to conservation easement corner 28 the following course and distance:
S 70 degrees 52 minutes 04 seconds E a distance of 338.45 feet;
Thence to conservation easement corner 29 the following course and distance:
S 77 degrees 41 minutes 00 seconds E a distance of 291.57 feet;
Thence to conservation easement corner 30 the following course and distance:
S 66 degrees 03 minutes 18 seconds E a distance of 407.57 feet;
Thence to conservation easement corner 31 the following course and distance:
S 67 degrees 30 minutes 50 seconds E a distance of 294.08 feet;
Thence to conservation easement corner 32 the following course and distance:
S 60 degrees 06 minutes 49 seconds E a distance of 254.14 feet;
Thence to conservation easement corner 33 the following course and distance:
S 67 degrees 21 minutes 19 seconds E a distance of 202.58 feet;
Thence to conservation easement corner 34 the following course and distance:
S 82 degrees 15 minutes 13 seconds E a distance of 210.23 feet;
Thence to conservation easement corner 35 the following course and distance:
N 38 degrees 03 minutes 05 seconds E a distance of 310.97 feet;
Thence to conservation easement corner 36 the following course and distance:
N 25 degrees 58 minutes 07 seconds E a distance of 335.23 feet;
Thence to conservation easement corner 37 the following course and distance:
N 33 degrees 31 minutes 42 seconds W a distance of 116.79 feet;
Thence to conservation easement corner 38 the following course and distance:
N 08 degrees 45 minutes 07 seconds E a distance of 415.21 feet;
Thence to conservation easement corner 39 the following course and distance:
N 11 degrees 17 minutes 01 seconds W a distance of 204.47 feet;
Thence to conservation easement corner 40 the following course and distance:
N 68 degrees 43 minutes 27 seconds W a distance of 305.71 feet;
Thence to conservation easement corner 41 the following course and distance:
S 81 degrees 35 minutes 06 seconds W a distance of 267.23 feet;
Thence to conservation easement corner 42 the following course and distance:
N 69 degrees 20 minutes 49 seconds W a distance of 336.95 feet;
Thence to conservation easement corner 43 the following course and distance:
S 51 degrees 41 minutes 03 seconds W a distance of 396.66 feet;
Thence to conservation easement corner 44 the following course and distance:
N 28 degrees 11 minutes 23 seconds W a distance of 118.55 feet;

Thence to conservation easement corner 45 the following course and distance:
N 53 degrees 31 minutes 35 seconds E a distance of 373.15 feet;
Thence to conservation easement corner 46 the following course and distance:
N 46 degrees 32 minutes 33 seconds W a distance of 90.21 feet;
Thence to conservation easement corner 47 the following course and distance:
N 75 degrees 52 minutes 36 seconds W a distance of 212.21 feet;
Thence to conservation easement corner 48 the following course and distance:
N 23 degrees 29 minutes 19 seconds E a distance of 134.34 feet;
Thence to conservation easement corner 49 the following course and distance:
S 87 degrees 15 minutes 20 seconds E a distance of 1420.65 feet;
Thence to conservation easement corner 1the following course and distance:
S 87 degrees 21 minutes 43 seconds E a distance of 30.49 feet;
Thence to the point and place of beginning, conservation easement corner 51 the following course and distance:
S 02 degrees 38 minutes 17 seconds W a distance of 76.75 feet;

Conservation Easement Area A being 24.51 Acres +- as per the previously described plat, "Conservation Easement for the State of North Carolina – Division of Mitigation Services – DMS Project #96316"

CERTIFICATE OF TRUST

The undersigned, does hereby certify that:

This trust certificate is given by the undersigned Trustee voluntarily, pursuant to the North Carolina Uniform Trust Code and under penalty of perjury, intending that the facts set forth in this Certificate be relied upon as true and correct.

1. The Trust is evidenced by a Trust instrument executed on February 12, 2009. The Trust is currently in existence and has not been amended or revoked.
2. The name of each settler of the Trust is: M. Darryle Lindley.
3. The name and address of each currently acting trustee of the Trust is: M. Darryle Lindley,
4. The trustee is authorized by the trust instrument or by the provisions of applicable law (including, but not limited to N.C.G.S. § 36C-8-815) to buy, sell, convey, pledge, mortgage, lease, manage, operate, control or transfer title to trust property, including real property, except as limited by the following (if none, so indicate): None.
5. The Trust is revocable, and the following person holds the power to revoke: M. Darryle Lindley. Said power to revoke has not been exercised as of the date set forth above.
6. If there is more than one trustee listed above: (a) the undersigned has the authority to sign or otherwise authenticate the existence of the Trust ____ with, or ____ without joinder of the co-trustees, and (b) the undersigned has the authority to exercise the powers listed above ____ with or ____ without joinder of the co-trustees. Not applicable as M. Darryle Lindley is the only trustee.
7. The taxpayer identification number for the Trust is: _____. (NOTE: This section may be left blank if the taxpayer identification number is the same as the social security number of a party to the trust instrument and this document is to be recorded in the public record.)
8. The manner of transfering title to the Trust property is as follows (the name in which title is held) is: M. Darryle Lindley, Trustee of the M. Darryle Lindley Revocable Trust Agreement dated February 12, 2009.
9. The Trust has not been revoked, modified or amended in any manner that would cause any of the representations contained in this Certification to be incorrect.

M. Darryle Lindley, Trustee

NORTH CAROLINA, ALAMANCE
Executed, subscribed and sworn to me this 28th day of September, 2015.

Notary Public

My commission expires: 3/3/19

R. Nelson Richardson
Notary Public
Alamance County
North Carolina
My Commission Expires 3/3/19