

Lake Wendell

Johnston County

Project ID #97081

Full delivery, parcel of 1 of 3 projects on same
Wendell parent tract

STATE OF NORTH CAROLINA

JOHNSTON COUNTY

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

REV: 478.68

**SPO File Number: 051-bx
DMS Project Number: 97081**

Prepared by and mail after recording:
Robert H. Merritt, Jr.
Bailey & Dixon, LLP
P. O. Box 1351
Raleigh, NC 27602

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this 12th day of JULY, 2017, by **Melanie E. Durham, Executrix under the Last Will and Testament of William Odell Edwards, deceased, Estate file 17-E-384, Johnston County, North Carolina and Successor Trustee of the W. Odell Edwards Revocable Trust under Agreement dated May 10, 2007, ("Grantor")**, whose mailing address is 337 Jackson Road, Four Oaks, NC 27524, 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 the Wetlands Restoration Program) within the Department of Environmental Quality 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 **Water and Land Solutions, LLC**, 11030 Raven Ridge Road, Ste. 119, Raleigh, North Carolina 27614 and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 6826.

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 Division of Mitigation Services 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' Division of Mitigation Services (formerly 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 Environmental Quality, 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 in certain real property situated, lying, and being in Wilders Township, Johnston County, North Carolina (the "**Property**"), and being more particularly described as (1) that certain parcel of land containing approximately .49 acres (PIN: 179200-33-1900) and being conveyed to the decedent W. Odell Edwards by deed recorded in **Deed Book 4301 at Page 471**, of the Johnston County Registry, North Carolina, and (2) that certain parcel of land containing approximately 75.06 acres according to Johnston County tax records and 76.635 acres pursuant to survey (PIN: 179200-13-5539) and being conveyed to the decedent W. Odell Edwards by deed recorded in **Deed Book 910 at Page 218**, and **Deed Book 1900 at Page 478**, of the Johnston County Registry, North Carolina. The Last Will and Testament of W. Odell Edwards is probated in File No. 17-E-384, in the office of the Clerk of Court, Johnston County, 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 an unnamed tributary to Buffalo Creek.

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 Easements identified as R-1, R-2, R-3 and R-4, as shown on a map entitled "*Conservation Easement Survey for State of North Carolina, Division of Mitigation Services, Lake Wendell Mitigation Project on the property of William Odell Edwards, deceased, Wilders Township, Johnston County, North Carolina*" dated April 12, 2017, and recorded in Plat Book 85, Page 148 & 149, of the Johnston County Registry.

TOGETHER with an easement for access, ingress, egress and regress as described on the above-referenced recorded plat and this Conservation Easement Deed.

The Conservation Easement described above is hereinafter referred to as the "Easement Area" or the "Conservation Easement Area" and is further set forth in a metes and bounds description attached hereto as Exhibit A and incorporated herein by reference.

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.

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 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 subterranean 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 conservation easements damage 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
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.

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

GRANTOR:

Melanie E. Durham (SEAL)
Melanie E. Durham, Executrix of the Estate
of W. Odell Edwards and Successor Trustee
to the W. Odell Edwards Revocable Trust
under Agreement dated May 10, 2007

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Robert H. Merritt, Jr., the undersigned Notary Public, certify that
Melanie E. Durham, the Grantor, being Executrix under the Last Will and Testament of William
Odell Edwards, deceased, filed at 17-E-384, Johnston County, North Carolina and being the
Successor Trustee of the W. Odell Edwards Revocable Trust under Agreement dated May 10,
2007, personally appeared before me this day, and acknowledged to me that she voluntarily
signed the forgoing document in the capacities indicated.

Witness my hand and official stamp or seal, this the 12th day of JULY, 2017.

(NOTARY SEAL)
My Comm. Exp. 5/1/2022

Robert H. Merritt, Jr.
NOTARY PUBLIC

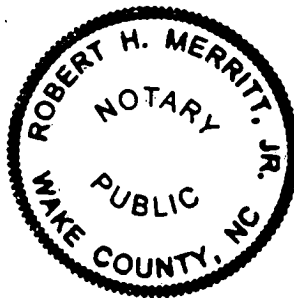


Exhibit A
 Legal Description
 Permanent Conservation Easements
 Lake Wendell
 Johnston County, NC

1. Permanent Conservation Easement (PIN: 179200-33-1900) R-1

A permanent conservation easement over a portion of land in Wilders Township, Johnston County, North, as shown on map entitled "Conservation Easement Survey for State of North Carolina, Division of Mitigation Services, Lake Wendell Mitigation Project on the property of William Odell Edwards, Deceased, Wilders Township, Johnston County, North Carolina," dated April 12, 2017, and recorded in Plat Book 85, at Page 148 & 149, Johnston County Registry, and being a portion of a parcel owned by William Odell Edwards (PIN: 179200-33-1900), more particularly described as follows:

Commencing at a point, said point being an iron pipe set along the western right-of-way of Wendell Road (SR 1701) in Wilders Township, Johnston County, North Carolina. Point further described as the southeastern corner of the Russell Richardson Heirs property as recorded in Deed Book 1052 Page 337 (Parcel Number 16K02036), Johnston County Registry. Point also described as the northeastern corner of the William Odell Edwards property as recorded in Deed Book 1900 Page 478. Thence from said point in a southerly direction along the western right-of-way of Wendell Road a bearing and distance of S 15°34'00" W 146.58 feet to an iron pipe set. Thence leaving the western right-of-way of Wendell Road a bearing and distance of N 71°39'46" W 37.46 feet to a point and the **POINT OF BEGINNING**. Thence S 15°47'02" W a distance of 15.96 feet to a point. Thence N 71°53'26" W a distance of 113.66 feet to a point. Thence S 25°12'23" W a distance of 56.14 feet to a point. Thence N 89°59'38" W a distance of 21.12 feet to a point. Thence N 24°47'17" E a distance of 79.28 feet to a point. Thence S 71°39'46" E a distance of 130.81 feet to a point and the **POINT OF BEGINNING** and containing 0.076 acres.

2. Permanent Conservation Easement (PIN: 179200-13-5539) R-2

A permanent conservation easement over a portion of land in Wilders Township, Johnston County, North, as shown on map entitled "Conservation Easement Survey for State of North Carolina, Division of Mitigation Services, Lake Wendell Mitigation Project on the property of William Odell Edwards, Deceased, Wilders Township, Johnston County, North Carolina," dated April 12, 2017, and recorded in Plat Book 85, at Page 148 & 149, Johnston County Registry, and being a portion of a parcel owned by William Odell Edwards (PIN: 179200-13-5539), more particularly described as follows:

Commencing at a point, said point being an iron pipe set along the western right-of-way of Wendell Road (SR 1701) in Wilders Township, Johnston County, North Carolina. Point further described as the southeastern corner of the Russell Richardson Heirs property as recorded in Deed Book 1052 Page 337 (Parcel Number 16K02036), Johnston County Registry. Point also described as the northeastern corner of the William Odell Edwards property as recorded in Deed Book 1900 Page 478. Thence from said point in a southerly direction along the western right-of-way of Wendell Road a bearing and distance of S 15°34'00" W 146.58 feet to an iron pipe set. Thence leaving the western right-of-way of Wendell Road a bearing and distance of N 71°39'46" W 37.46 feet to a point and the **POINT OF BEGINNING**. Thence N 71°39'46" W a distance of 130.81 feet to a point. Thence S 24°47'17" W a distance of 79.28 feet to a point. Thence N 89°59'38" W a distance of 178.81 feet to a point. Thence N 09°58'23" E a distance of 127.00 feet to a point. Thence S 86°31'47" E a distance of 137.00 feet to a point. Thence N 58°31'43" E a distance of 55.73 feet to a point. Thence S 76°02'14" E a distance of 156.42 feet to a point. Thence S 15°47'02" W a distance of 80.37 feet to a point and the **POINT OF BEGINNING** and containing 0.788 acres.

3. Permanent Conservation Easement (PIN: 179200-13-5539) R-3

A permanent conservation easement over a portion of land in Wilders Township, Johnston County, North, as shown on map entitled "Conservation Easement Survey for State of North Carolina, Division of Mitigation Services, Lake Wendell Mitigation Project on the property of William Odell Edwards, Deceased, Wilders Township, Johnston County, North Carolina," dated April 12, 2017, and recorded in Plat Book 85, at Page 148 & 149, Johnston County Registry, and being a portion of a parcels owned by William Odell Edwards (PIN: 179200-13-5539), more particularly described as follows:

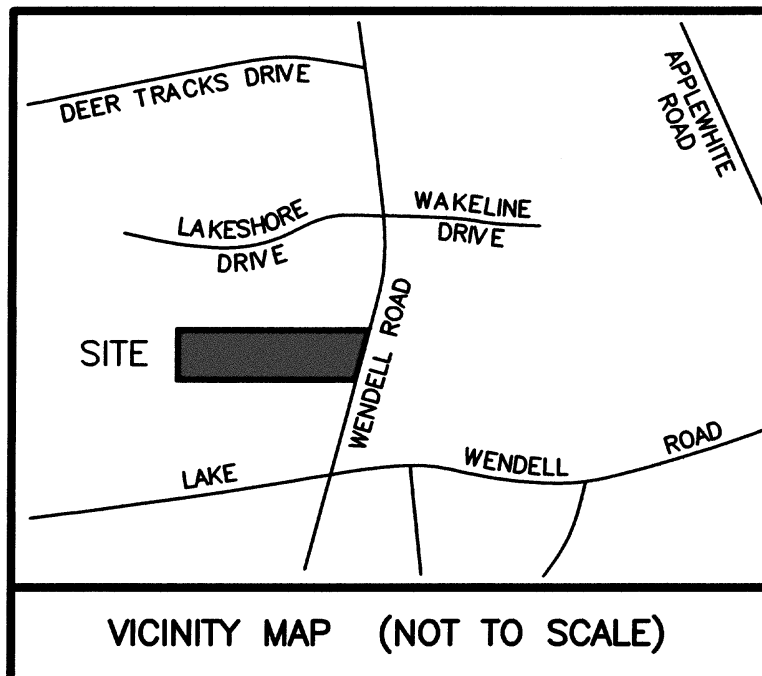
Commencing at a point, said point being an iron pipe set along the western right-of-way of Wendell Road (SR 1701) in Wilders Township, Johnston County, North Carolina. Point further described as the southeastern corner of the Russell Richardson Heirs property as recorded in Deed Book 1052 Page 337 (Parcel Number 16K02036), Johnston County Registry. Point also described as the northeastern corner of the William Odell Edwards property as recorded in Deed Book 1900 Page 478. Thence from said point in a southerly direction along the western right-of-way of Wendell Road a bearing and distance of S 15°34'00" W 146.58 feet to an iron pipe set. Thence leaving the western right-of-way of Wendell Road a bearing and distance of N 71°39'46" W 168.27 feet to a point. Thence S 24°47'17" W 79.28 feet to a point. Thence N 89°59'38" W 178.81 feet to a point. Thence N 89°59'38" W 30.46 feet to a point and the **POINT OF BEGINNING**. Thence N 54°36'58" W a distance of 56.13 feet to a point. Thence N 89°35'35" W a distance of 66.02 feet to a point. Thence S 54°19'34" W a distance of 149.00 feet to a point. Thence S 76°53'30" E a distance of 120.00 feet to a point. Thence S 48°59'06" E a distance of 90.00 feet to a point. Thence S 06°59'23" E a distance of 84.00 feet to a point. Thence N 74°58'57" W a distance of 230.00 feet to a point. Thence S 89°02'02" W a distance of 201.12 feet to a point. Thence N 79°35'46" W a distance of 376.05 feet to a point. Thence N 82°06'47" W a distance of 289.20 feet to a point. Thence N 78°46'55" W a distance of 395.42 feet to a point. Thence S 60°34'02" W a distance of 343.56 feet to a point. Thence S 83°42'58" W a distance of 307.47 feet to a point. Thence N 04°38'44" W a distance of 173.16 feet to a point. Thence N 83°30'17" E a distance of 254.44 feet to a point. Thence N 67°23'24" E a distance of 452.82 feet to a point. Thence S 69°48'10" E a distance of 250.60 feet to a point. Thence S 81°52'27" E a distance of 589.06 feet to a point. Thence S 75°38'07" E a distance of 203.44 feet to a point. Thence N 57°18'35" E a distance of 309.48 feet to a point. Thence S 87°08'23" E a distance of 200.00 feet to a point. Thence S 09°58'23" W a distance of 129.00 feet to a point and the **POINT OF BEGINNING** and having an area of 8.333 acres.

4. Permanent Conservation Easement (PIN: 179200-13-5539) R-4

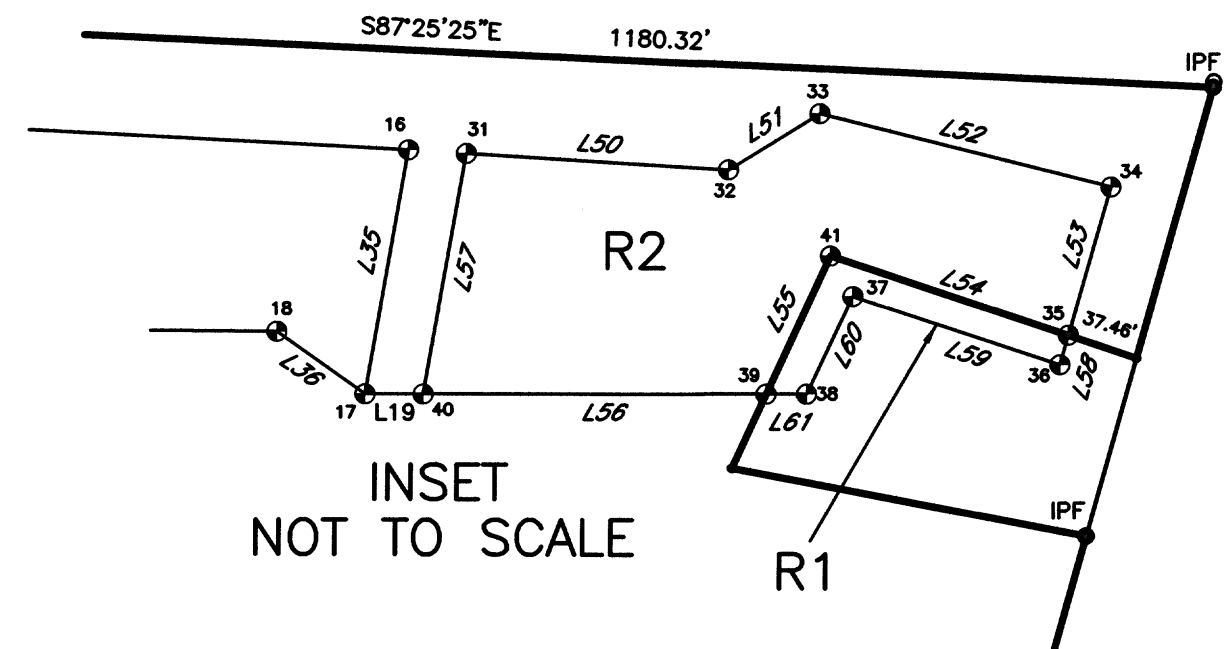
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a parcel owned by William Odell Edwards (PIN: 179200-13-5539), more particularly described as follows:

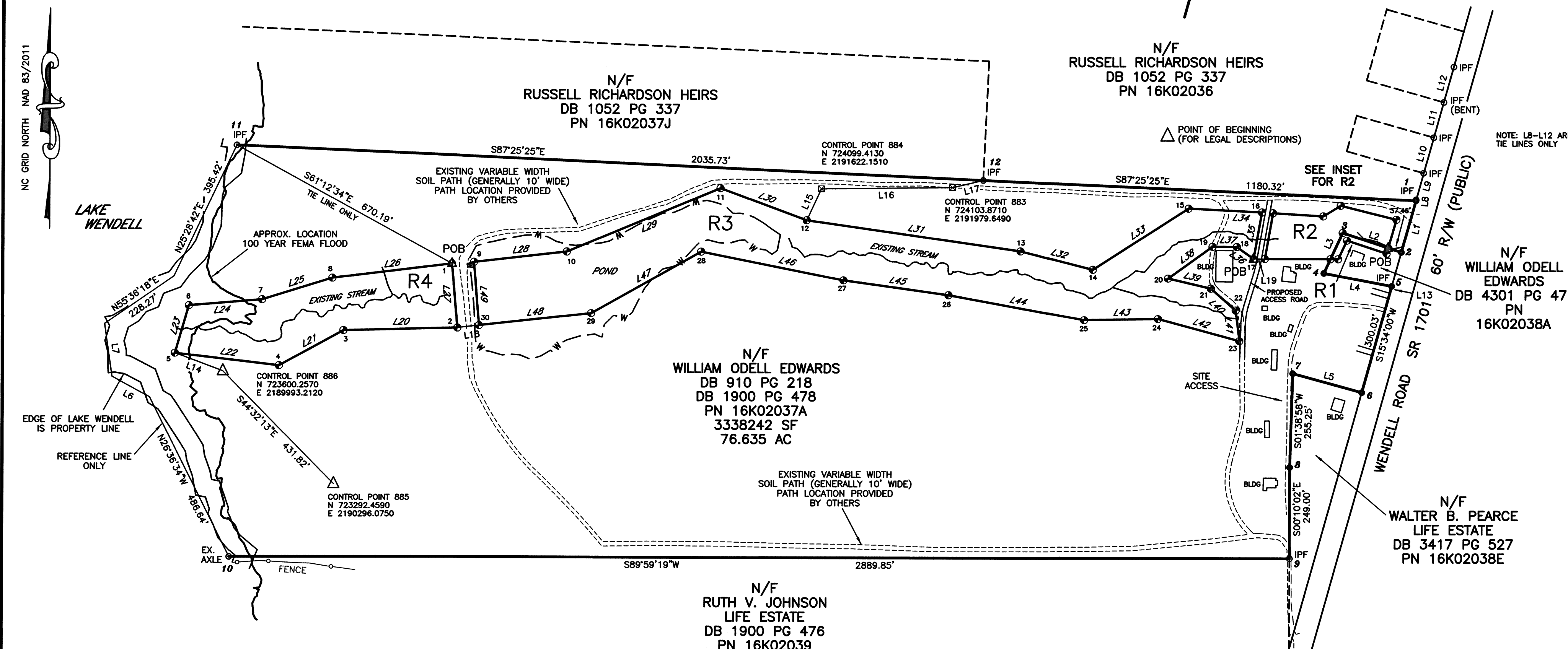
Commencing at a point, said point being an iron pipe set along the western right-of-way of Wendell Road (SR 1701) in Wilders Township, Johnston County, North Carolina. Point further described as the southeastern corner of the Russell Richardson Heirs property as recorded in Deed Book 1052 Page 337 (Parcel Number 16K02036), Johnston County Registry. Point also described as the northeastern corner of the William Odell Edwards property as recorded in Deed Book 1900 Page 478. Thence leaving the western right-of-way of Wendell Road in a westerly direction a bearing and distance of N 87°25'25" W 1180.32 feet to an iron pipe found. Thence N 87°25'25" W 2035.73 feet to an iron pipe found along the bank of Lake Wendell. Thence a bearing and distance of S 61°12'34" E 670.19 feet to a point and the **POINT OF BEGINNING**. Thence S 04°53'15" E a distance of 175.00 feet to a point. Thence S 88°41'41" W a distance of 310.00 feet to a point. Thence S 61°23'03" W a distance of 200.00 feet to a point. Thence N 83°09'27" W a distance of 285.47 feet to a point. Thence N 16°14'45" E a distance of 135.00 feet to a point. Thence N 85°24'44" E a distance of 200.00 feet to a point. Thence N 72°56'55" E a distance of 200.00 feet to a point. Thence N 83°10'49" E a distance of 328.00 feet to a point and the **POINT OF BEGINNING** and containing 2.770 acres.



POINT NO.	NORTHING	EASTING
1	724070.5735	2193242.1900
2	723929.3746	2193202.8549
3	723982.3140	2193043.1290
4	723871.8631	2192992.1216
5	723836.7680	2193176.7150
6	723547.6773	2193096.5217
7	723598.7652	2192908.4816
8	723343.6209	2192901.1338
9	723094.6220	2192901.8600
10	723094.0447	2190012.0099
11	724215.1406	2190029.3943
12	724123.6310	2192063.0630



LINE	BEARING	DISTANCE
L1	S15°34'00"W	146.58'
L2	N71°39'46"W	168.27'
L3	S24°47'17"W	121.66'
L4	S79°14'07"E	187.90'
L5	N74°48'02"W	194.86'
L6	N61°10'24"W	116.81'
L7	N08°13'05"W	145.26'
L8	N05°45'30"E	2.77'
L9	N15°38'02"E	74.85'
L10	N15°38'41"E	100.36'
L11	N15°49'31"E	99.71'
L12	N15°27'04"E	100.02'
L13	S79°14'07"E	0.33'
L14	S69°27'05"E	139.35'
L15	N24°53'03"E	94.18'
L16	N89°17'08"E	357.53'
L17	N76°40'22"E	85.72'
L18	N83°11'18"E	59.30'
L19	S89°59'38"E	30.46'



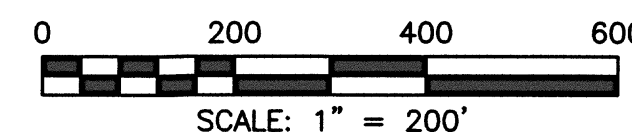
I, CURK T. LANE, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1900, PAGE 478, ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 1900, PAGE 478; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000±; THAT THE GLOBAL POSITIONING ACCURACY (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT 1 CENTIMETER ACCURACY CLASSIFICATION (95% CONFIDENCE) USING RTK NETWORK; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. THAT THIS PLAT MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11 -d. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 27th DAY OF JUNE, A.D. 2017



CURK T. LANE
SURVEYOR
L - 3990
LICENSE NUMBER

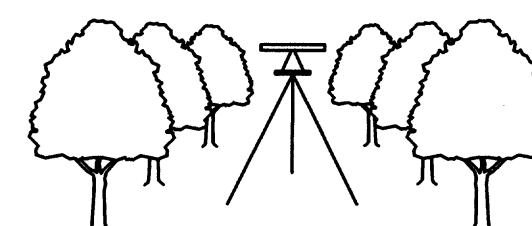
CONSERVATION EASEMENT SURVEY FOR **STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES LAKE WENDELL MITIGATION PROJECT** ON THE PROPERTY OF **WILLIAM ODELL EDWARDS, DECEASED**

WILDERS TOWNSHIP, JOHNSTON COUNTY
NORTH CAROLINA
JUNE 27, 2017
SHEET 1 OF 2
SPO FILE NO: 051-bx
NCDMS IMS PROJECT NO: 97081

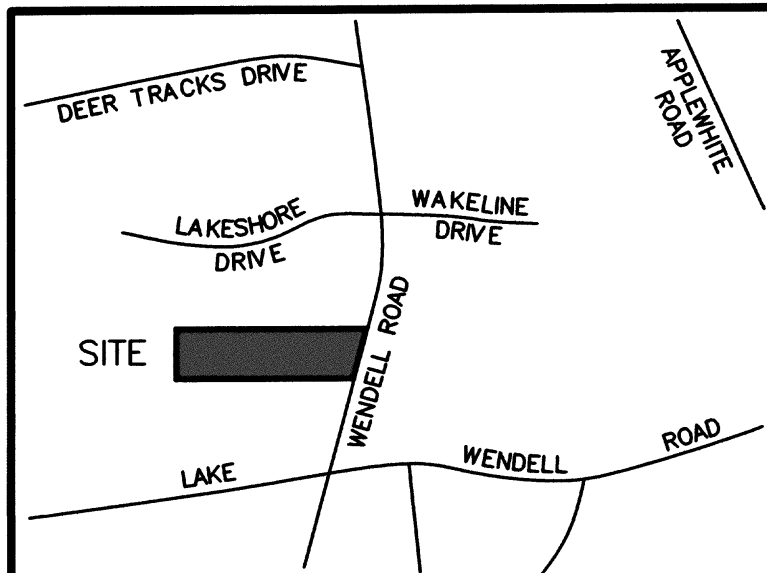


SURVEYED BY:	TLS
DRAWN BY:	MIKE
CHECKED BY:	CURK
DRAWING NAME:	RESTORATION.DWG
SURVEY DATE:	11-15-16
JOB NO.	2862.001

TRUE LINE SURVEYING, P.C.



205 WEST MAIN STREET
CLAYTON, N.C. 27520
TELEPHONE: (919) 359-0427
FAX: (919) 359-0428
www.truelinesurveying.com



VICINITY MAP (NOT TO SCALE)

OWNERS CERTIFICATE

PIN: 179200-33-1900
PIN: 179200-13-5539

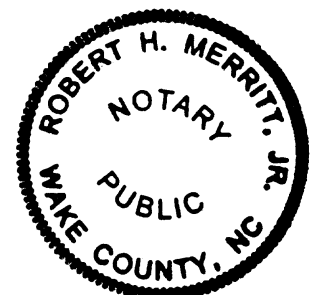
I, MELANIE E. DURHAM, AS EXECUTRIX UNDER THE LAST WILL AND TESTAMENT OF WILLIAM ODELL EDWARDS, DECEASED (17-E-384) JOHNSTON COUNTY, NORTH CAROLINA, AND AS SUCCESSOR TRUSTEE OF THE W. ODELL EDWARDS REVOCABLE TRUST UNDER AGREEMENT DATED MAY 10, 2007 (THE "TRUST") HEREBY CERTIFY THAT IN MY CAPACITY AS EXECUTRIX OF THE ESTATE OF WILLIAM ODELL EDWARDS AND SUCCESSOR TRUSTEE UNDER THE TRUST, I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH PROPERTY WAS CONVEYED TO WILLIAM ODELL EDWARDS BY DEEDS RECORDED IN BOOK 4301, PAGE 471, PAGE 910, PAGE 218 AND BOOK 1900, PAGE 478 JOHNSTON COUNTY REGISTRY; AND THAT I, IN MY CAPACITY AS EXECUTRIX AND TRUSTEE, HEREBY ADOPT THE PLAN OF SUBDIVISION AND GRANT AND CONVEY THE EASEMENTS HEREIN WITH MY FREE CONSENT. FURTHER, I HEREBY CERTIFY THAT THE LAND, AS SHOWN HEREIN, IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF JOHNSTON COUNTY, NORTH CAROLINA.

Melanie E. Durham, Executrix and Trustee 7-12-17
MELANIE E. DURHAM, EXECUTRIX AND TRUSTEE DATE

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Robert H. Merritt, Jr., THE UNDERSIGNED NOTARY PUBLIC, CERTIFY THAT MELANIE E. DURHAM, EXECUTRIX UNDER THE LAST WILL AND TESTAMENT OF WILLIAM ODELL EDWARDS, DECEASED, FILED AT 17-E-384, JOHNSTON COUNTY, NORTH CAROLINA AND BEING THE SUCCESSOR TRUSTEE OF THE W. ODELL EDWARDS REVOCABLE TRUST UNDER AGREEMENT DATED MAY 10, 2007, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED TO ME THAT SHE VOLUNTARILY SIGNED THE FORGOING DOCUMENT.

WITNESS MY HAND AND NOTARIAL STAMP OR SEAL THIS 12 DAY OF JULY, 2017



Robert H. Merritt, Jr.
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/1/2022

THIS SURVEY:

IS OF ANOTHER CATEGORY SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION

06-27-17
DATE

SURVEYOR

STATE OF NORTH CAROLINA, JOHNSTON COUNTY

I, CURK T. LAINE, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1900, PAGE 478, ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 1900, PAGE 478; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000±; THAT THE GLOBAL POSITIONING ACCURACY (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT 1 CENTIMETER ACCURACY CLASSIFICATION (95% CONFIDENCE) USING RTK NETWORK; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. THAT THIS PLAT MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-d. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 27th DAY OF JUNE, A.D. 2017



SURVEYOR

L - 3990
LICENSE NUMBER

SURVEYOR'S DISCLAIMER: NO ATTEMPT WAS MADE TO LOCATE ANY CEMETERIES, WETLANDS, HAZARDOUS MATERIAL SITES, UNDERGROUND UTILITIES OR ANY OTHER FEATURES ABOVE OR BELOW GROUND OTHER THAN THOSE SHOWN.

06-27-17
DATE

SURVEYOR

REVIEW OFFICER'S CERTIFICATE

I, Jon R. Sandberg, REVIEW OFFICER OF JOHNSTON COUNTY, NC CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

7/12/2017
DATE

REVIEW OFFICER

STATE OF NORTH CAROLINA, JOHNSTON COUNTY

THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDING THIS 12 DAY OF JULY 20 17 AT 12:00:18 PM

CRAIG OLIVE Asst. Reg. of Deeds
REGISTER OF DEEDS ASST. REG. OF DEEDS

RECORDED IN PB 85 PG 144

R-1

LINE	BEARING	DISTANCE
L58	S15°47'02"W	15.96'
L59	N71°53'26"W	113.66'
L60	S25°12'23"W	56.14'
L61	N89°59'38"W	21.12'

3291 SF
0.076 AC

R-2

LINE	BEARING	DISTANCE
L50	S86°31'47"E	137.00'
L51	N58°31'43"E	55.73'
L52	S76°02'14"E	156.42'
L53	S15°47'02"W	80.37'
L54	N71°39'46"W	130.81'
L55	S24°47'17"W	79.28'
L56	N89°59'38"W	178.81'
L57	N09°58'23"E	127.00'

34344 SF
0.788 AC

R-3

LINE	BEARING	DISTANCE
L28	N83°30'17"E	254.44'
L29	N67°23'24"E	452.82'
L30	S69°48'10"E	250.60'
L31	S81°52'27"E	589.06'
L32	S75°38'07"E	203.44'
L33	N57°18'35"E	309.48'
L34	S87°08'23"E	200.00'
L35	S09°58'23"W	129.00'
L36	N54°36'58"W	56.13'
L37	N89°35'35"W	66.02'
L38	S54°19'34"W	149.00'
L39	S76°53'30"E	120.00'
L40	S48°59'06"E	90.00'
L41	S06°59'23"E	84.00'
L42	N74°58'57"W	230.00'
L43	S89°02'02"W	201.12'
L44	N79°35'46"W	376.05'
L45	N82°06'47"W	289.20'
L46	N78°46'55"W	395.42'
L47	S60°34'02"W	343.56'
L48	S83°42'58"W	307.47'
L49	N04°38'44"W	173.16'

363004 SF
8.333 AC

R-4

LINE	BEARING	DISTANCE
L20	S88°41'41"W	310.00'
L21	S61°23'03"W	200.00'
L22	N83°09'27"W	285.47'
L23	N16°14'45"E	135.00'
L24	N85°24'44"E	200.00'
L25	N72°56'55"E	200.00'
L26	N83°10'49"E	328.00'
L27	S04°53'15"E	175.00'

120662 SF
2.770 AC

CONSERVATION EASEMENT POINT CHART

POINT	NORTHING	EASTING
1	723892.3700	2190616.7427
2	723718.0063	2190631.6527
3	723710.9446	2190321.7331
4	723615.1578	2190146.1630
5	723649.1691	2189862.7283
6	723778.7786	2189900.4957
7	723794.7762	2190099.8549
8	723853.4220	2190291.0634
9	723897.6284	2190676.5120
10	723926.4108	2190929.3149
11	724100.5008	2191347.3327
12	724013.9809	2191582.5234
13	723930.7170	2192165.6732
14	723880.2451	2192362.7534
15	724047.3960	2192623.2151
16	724037.4154	2192822.9659
17	723910.3647	2192800.6249
18	723942.8694	2192754.8591
19	723943.3384	2192688.8449
20	723856.4459	2192567.8048
21	723829.2309	2192684.6780
22	723770.1678	2192752.5865
23	723686.7921	2192762.8086
24	723746.3885	2192540.6639
25	723742.9978	2192339.5696
26	723810.9078	2191969.7027
27	723850.5904	2191683.2421
28	723927.5181	2191295.3730
29	723758.6943	2190996.1596
30	723725.0399	2190690.5364
31	724035.4424	2192853.0792
32	724027.1499	2192989.8280
33	724056.2454	2193037.3608
34	724018.5027	2193189.1576
35	723941.1604	2193167.2954
36	723925.8058	2193162.9552
37	723961.1362	2193054.9219
38	723910.3399	2193031.0121
39	723910.3422	2193009.8916
40	723910.3615	2192831.0846
41	723982.3140	2193043.1290

CONSERVATION EASEMENT SURVEY
FOR

STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
LAKE WENDELL MITIGATION PROJECT

ON THE PROPERTY OF

WILLIAM ODELL EDWARDS, DECEASED

WILDERS TOWNSHIP, JOHNSTON COUNTY

NORTH CAROLINA

JUNE 27, 2017

SHEET 2 OF 2

SPO FILE NO: 051-bx
NCDMS IMS PROJECT NO: 97081

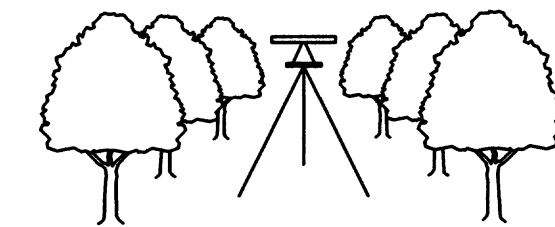
OWNER: WILLIAM ODELL EDWARDS, DECEASED
100 SALEM CHURCH RD
WENDELL, N.C. 27591

LEGEND

IPF	IRON PIPE FOUND
IPS	IRON PIPE SET
CMF	CONCRETE MONUMENT FOUND
PNMF	PARKER-KALON NAIL FOUND
PNKS	PARKER-KALON NAIL SET
RRS	RAILROAD SPIKE
CC	CONTROL CORNER
	REBAR WITH 3-1/4" ALUMINUM CAPS
	WITH NC STATE LOGO
CP	COMPUTED POINT
P/P	POWER POLE
OPW	OVERHEAD POWER LINE
R/W	RIGHT OF WAY
S.F.	SQUARE FEET
AC	ACRE
DB	DEED BOOK
PB	PLAT BOOK
BOM	BOOK OF MAPS
PO	PAGE
LF	LINEAR FEET
1SS	LOT HAS OFFSITE SEWER
1SSL	OFFSITE SEWER LOT
1SR	RECOMBINATION LOT
[100]	STREET ADDRESS
---	LINE NOT SURVEYED

SURVEYED BY:	TLS
DRAWN BY:	MIKE
CHECKED BY:	CURK
DRAWING NAME:	RESTORATION.DWG
SURVEY DATE:	11-15-16
JOB NO.	2862.001

TRUE LINE SURVEYING, P.C.



205 WEST MAIN STREET
CLAYTON, N.C. 27520
TELEPHONE: (919) 359-0427
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C-1859