

Dirty Boots

Chatham County

Project ID #100638

This property portfolio has been created for the NC DEQ Division of Mitigation Services. It includes real property documents related to compensatory mitigation. Typical documents include recorded conservation easements, warranty deeds, and plats. Other relevant legal documents and illustrations are incorporated when they provide insight to the intended audience of land stewards, landowners and program personnel.



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EXCISE TAX	\$415.00

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

*EXCISE TAX: \$415.00***SPO File Number: 19-LA-120****DMS Project Number: 100638**

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 5 day of May, 2025, by **Stephanie Leigh Moore, formerly known as Stephanie Leigh Moore Grissom, Unmarried ("Grantor")**, whose mailing address is 887 Wildlife Road, Bear Creek, North Carolina 27207, 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 Wetlands Restoration Program) within the Department of Environmental Quality (formerly 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 Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **452048014-04**.

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 (formerly 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' 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 (formerly 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 properties situated, lying, and being in Bear Creek Township, Chatham County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 55.064 acres and being conveyed to the Grantor through the Estate of Todd S. Moore (Chatham County Estate File #23-E-634). For back reference see deed recorded in **Deed Book 2374, Page 350** of the Chatham 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 unnamed tributaries to 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 and Right of Access together with an access easement to and from the Conservation Easement Area described below.

The Conservation Easement Area consists of the following:

Conservation Easement Area containing a total of 13.824 acres as shown on the plat of survey entitled "Exempt Subdivision, Conservation Easement Survey for the State of North Carolina, Division of Mitigation Services, Dirty Boots Site, SPO File No. 19-LA-120, DMS Project No. 100638", Property of Stephanie Leigh Moore Grissom, dated 4/24/2025 prepared by James M. Gellenthin (KCI Associates of North Carolina) PLS Number 3860 and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2025, Pages 119 - 120 (the "Plat").

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. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee, its employees, agents, successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein ("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. 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 new roads, trails, walkways, or paving in the Conservation Easement except within a Crossing Area as shown on the recorded survey plat. All existing 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.

P. Crossing Areas. Grantor reserves the right to the Internal Crossing Areas as shown on the Plat for the following purposes:

- Motorized vehicle crossing;
- Utility crossings to include overhead and buried electrical, water lines and sewer lines;
- Cattle crossing so long as fencing across a culvert in the Crossing Area prevents cattle access to the stream, or a ford crossing is kept gated and cattle are only present in the stream only under supervision while rotating cattle between pastures; and/or
- Installation, maintenance, or replacement of a culvert or ford crossing.

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, 1652 Mail Services Center, Raleigh, NC 27699-1652.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee, its employees, agents, successors and assigns, shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

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 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.

V. 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

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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.

VI. 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

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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
NC 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.

VII. 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 the Property 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.

Stephanie Leigh Moore (SEAL)

**STEPHANIE LEIGH MOORE (FORMERLY
KNOWN AS STEPHANIE LEIGH MOORE
GRISSOM)**

NORTH CAROLINA
COUNTY OF Chatham

I, Robert W. Bugg, a Notary Public, do hereby certify that **STEPHANIE LEIGH MOORE (FORMERLY KNOWN AS STEPHANIE LEIGH MOORE GRISSOM)**, 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 2 day of May, 2025.

Robert W. Bugg
Notary Public

My commission expires:

8-23-2026

(Seal or Stamp)

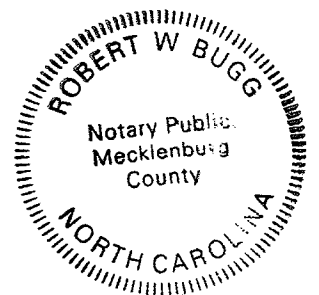


EXHIBIT A**DIRTY BOOTS CONSERVATION EASEMENT**

A PARCEL OF LAND TO BE USED FOR CONSERVATION EASEMENT PURPOSES LOCATED ON LANDS NOW OR FORMERLY OWNED BY STEPHANE LEIGH MOORE GRISSOM (ESTATE OF TODD S MOORE FILE # 12-E-132) (TAX PIN 4683) AS RECORDED IN BOOK 612 PAGE 567, LOCATED IN BEAR CREEK TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE IN THE CENTERLINE OF EDWARDS HILL CHURCH ROAD, ALSO BEING THE NORTHWEST CORNER OF LANDS OWNED BY TODD S MOORE AND HELLEN MOORE, SAID POINT HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 687419.792 AND EASTING = 1873649.956; FROM SAID POINT OF COMMENCEMENT; THENCE ALONG THE NORTH LINE OF SAID LANDS OF TODD AND HELLEN MOORE, S 86°06'06" E FOR A DISTANCE OF 40.51 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF EDWARDS HILL CHURCH ROAD; THENCE LEAVING SAID NORTH LINE, RUNNING ALONG THE EASTERN RIGHT OF WAY LINE OF EDWARDS HILL CHURCH ROAD, S 45°45'34" W FOR A DISTANCE OF 170.99 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN RIGHT OF WAY LINE, S 44°17'54" W FOR A DISTANCE OF 92.03 FEET, TO A POINT; THENCE CONTINUING ALONG SAID EASTERN RIGHT OF WAY LINE, S 43°31'51" W FOR A DISTANCE OF 196.33 FEET, THENCE LEAVING SAID EASTERN RIGHT OF WAY LINE, S 44°06'58" E FOR A DISTANCE OF 14.01 FEET TO THE TRUE POINT OF BEGINNING. SAID BEGINNING POINT BEING A 5/8" REBAR SET WITH ALUMINUM CAP MARKED NO. 1, HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 687089.539 AND EASTING = 1873368.383;

FROM SAID POINT OF BEGINNING;

THENCE, S 44° 06' 58" E FOR A DISTANCE OF 127.34 FEET, TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 2;

THENCE, S 67° 50' 25" E FOR A DISTANCE OF 343.80 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 3;

THENCE, S 80° 35' 50" E FOR A DISTANCE OF 292.80 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 5;

THENCE, N 75° 23' 16" E FOR A DISTANCE OF 174.54 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 6;

THENCE, N 21° 04' 30" W FOR A DISTANCE OF 248.38 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 9;

THENCE, N 06° 20' 35" W FOR A DISTANCE OF 303.58 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 10; BEING ON THE NORTH LINE OF LANDS OF STEPHANE LEIGH MOORE GRISSOM.

THENCE, ALONG SAID NORTH LINE OF STEPHANE LEIGH MOORE GRISSOM LANDS, S 86° 08' 33" E FOR A DISTANCE OF 181.68 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 11;

THENCE, LEAVING SAID NORTH LINE OF TODD MOORE LANDS, S 00° 42' 33" E FOR A DISTANCE OF 287.68 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 12;

THENCE, S 31° 26' 44" E FOR A DISTANCE OF 242.97 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 15;

THENCE, S 70° 16' 07" E FOR A DISTANCE OF 229.19 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 16;

THENCE, N 42° 37' 03" E FOR A DISTANCE OF 483.35 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 17;

THENCE, N 47° 23' 58" E FOR A DISTANCE OF 235.69 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 18; BEING ON THE NORTH LINE OF STEPHANE LEIGH MOORE GRISSOM LANDS.

THENCE, ALONG SAID NORTH LINE OF STEPHANE LEIGH MOORE GRISSOM LANDS, S 86° 08' 33" E FOR A DISTANCE OF 139.36 FEET TO A TO A FOUND 2" IRON PIPE.

THENCE, ALONG THE EAST LINE OF STEPHANE LEIGH MOORE GRISSOM LANDS, S 00° 18' 20" W FOR A DISTANCE OF 115.27 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 20;

THENCE, LEAVING SAID EAST LINE OF STEPHANE LEIGH MOORE GRISSOM LANDS, S 58° 26' 39" W FOR A DISTANCE OF 268.31 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 21;

THENCE, S 16° 15' 03" W FOR A DISTANCE OF 122.11 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 22;

THENCE, S 67° 01' 26" W FOR A DISTANCE OF 129.19 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 23;

THENCE, S 38° 06' 42" W FOR A DISTANCE OF 233.83 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 24;

THENCE, S 66° 57' 15" W FOR A DISTANCE OF 216.62 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 25;

THENCE, S 00° 38' 28" W FOR A DISTANCE OF 438.48 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 27;

THENCE, S 34° 08' 57" E FOR A DISTANCE OF 256.87 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 28;

THENCE, S 07° 07' 15" E FOR A DISTANCE OF 201.76 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 29, ON THE SOUTH LINE OF STEPHANE LEIGH MOORE GRISSOM LANDS;

THENCE, ALONG SAID SOUTH LINE OF STEPHANE LEIGH MOORE GRISSOM LANDS, S 89° 59' 18" W FOR A DISTANCE OF 178.54 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 30;

THENCE, LEAVING SAID SOUTH LINE OF STEPHANE LEIGH MOORE GRISSOM LANDS, N 13° 35' 31" W FOR A DISTANCE OF 230.92 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 31;

THENCE, N 31° 22' 28" W FOR A DISTANCE OF 168.75 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 32;

THENCE, N 02° 05' 07" W FOR A DISTANCE OF 547.95 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 35;

THENCE, S 88° 54' 13" W FOR A DISTANCE OF 449.88 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 38;

THENCE, N 76° 16' 41" W FOR A DISTANCE OF 500.56 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 39;

THENCE, N 40° 25' 59" W FOR A DISTANCE OF 250.34 FEET TO A REBAR SET WITH ALUMINUM CAP MARKED NO. 40;

THENCE, N 43° 31' 51" E A DISTANCE OF 132.32 FEET TO THE POINT AND PLACE OF BEGINNING.

SAID ABOVE-DESCRIBED CONSERVATION EASEMENT CONTAINING 602,188 SQUARE FEET OR 13.824 ACRES, MORE OR LESS.

SAID CONSERVATION EASEMENT ALSO BEING SUBJECT TO THE FOLLOWING DESCRIBED INTERNAL EASEMENT CROSSINGS

INTERNAL EASEMENT CROSSING #1

BEGINNING AT A 5/8" REBAR SET WITH ALLUMINUM CAP MARKED NO. 5, ON THE LINE OF THE ABOVE-DESCRIBED CONSERVATION EASEMENT; SAID POINT HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 686810.547 AND EASTING = 1874074.048; FROM SAID BEGINNING POINT CONTINUES;

THENCE, S 3° 54' 29" W A DISTANCE OF 134.88 FEET, TO A 5/8" REBAR SET WITH ALLUMINUM CAP MARKED NO. 36;

THENCE, S 88° 54' 13" W FOR A DISTANCE OF 50.19 FEET, TO A 5/8" REBAR SET WITH ALUMINUM CAP MARKED NO. 37;

THENCE, N 3° 54' 29" E FOR A DISTANCE OF 144.07 FEET, TO A 5/8" REBAR SET WITH ALUMINUM CAP MARKED NO. 4;

THENCE, S 80° 35' 50" E FOR A DISTANCE OF 50.23 FEET, TO THE POINT AND PLACE OF BEGINNING.

SAID ABOVE-DESCRIBED INTERNAL EASEMENT CROSSING #1 CONTAINING 6,974 SQUARE FEET OR 0.160 ACRES, MORE OR LESS.

INTERNAL EASEMENT CROSSING #2

COMMENCING AT A 5/8" REBAR SET WITH ALLUMINUM CAP MARKED NO. 6 ON THE LINE OF THE ABOVE-DESCRIBED CONSERVATION EASEMENT; SAID POINT HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 686854.580 AND EASTING = 1874242.942; THENCE, N 21° 04' 30" W A DISTANCE OF 98.62 FEET, TO THE TRUE POINT OF BEGINNING, SAID BEGINNING POINT BEING A 5/8" REBAR SET WITH ALUMINUM CAP MARKED NO. 7, HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 686946.605 AND EASTING = 1874207.479; FROM SAID BEGINNING POINT CONTINUES;

THENCE, N 21° 04' 30" W A DISTANCE OF 50.00 FEET, TO A 5/8" REBAR SET WITH ALLUMINUM CAP MARKED NO. 8;

THENCE, N 68° 58' 02" E FOR A DISTANCE OF 150.47 FEET, TO A 5/8" REBAR SET WITH ALUMINUM CAP MARKED NO. 13;

THENCE, S 31° 26' 44" E FOR A DISTANCE OF 50.84 FEET, TO A 5/8" REBAR SET WITH ALUMINUM CAP MARKED NO. 14;

THENCE, S 68° 58' 02" W FOR A DISTANCE OF 159.62 FEET, TO POINT AND PLACE OF BEGINNING.

SAID ABOVE-DESCRIBED INTERNAL EASEMENT CROSSING #2 CONTAINING 7,752 SQUARE FEET OR 0.178 ACRES, MORE OR LESS.

INTERNAL EASEMENT CROSSING #3

BEGINNING AT A 5/8" REBAR SET WITH ALLUMINUM CAP MARKED NO. 27 ON THE LINE OF THE ABOVE-DESCRIBED CONSERVATION EASEMENT; SAID POINT HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 686178.794 AND EASTING = 1874556.306; FROM SAID BEGINNING POINT CONTINUES;

THENCE, N 87° 29' 33" W A DISTANCE OF 153.46 FEET, TO A 5/8" REBAR SET WITH ALLUMINUM CAP MARKED NO. 33;

THENCE, N 2° 05' 07" W FOR A DISTANCE OF 50.16 FEET, TO A 5/8" REBAR SET WITH ALUMINUM CAP MARKED NO. 34;

THENCE, S 87° 29' 33" E FOR A DISTANCE OF 155.85 FEET, TO A 5/8" REBAR SET WITH ALUMINUM CAP MARKED NO. 26;

THENCE, S 0° 38' 28" W FOR A DISTANCE OF 50.03 FEET, TO THE POINT AND PLACE OF BEGINNING.

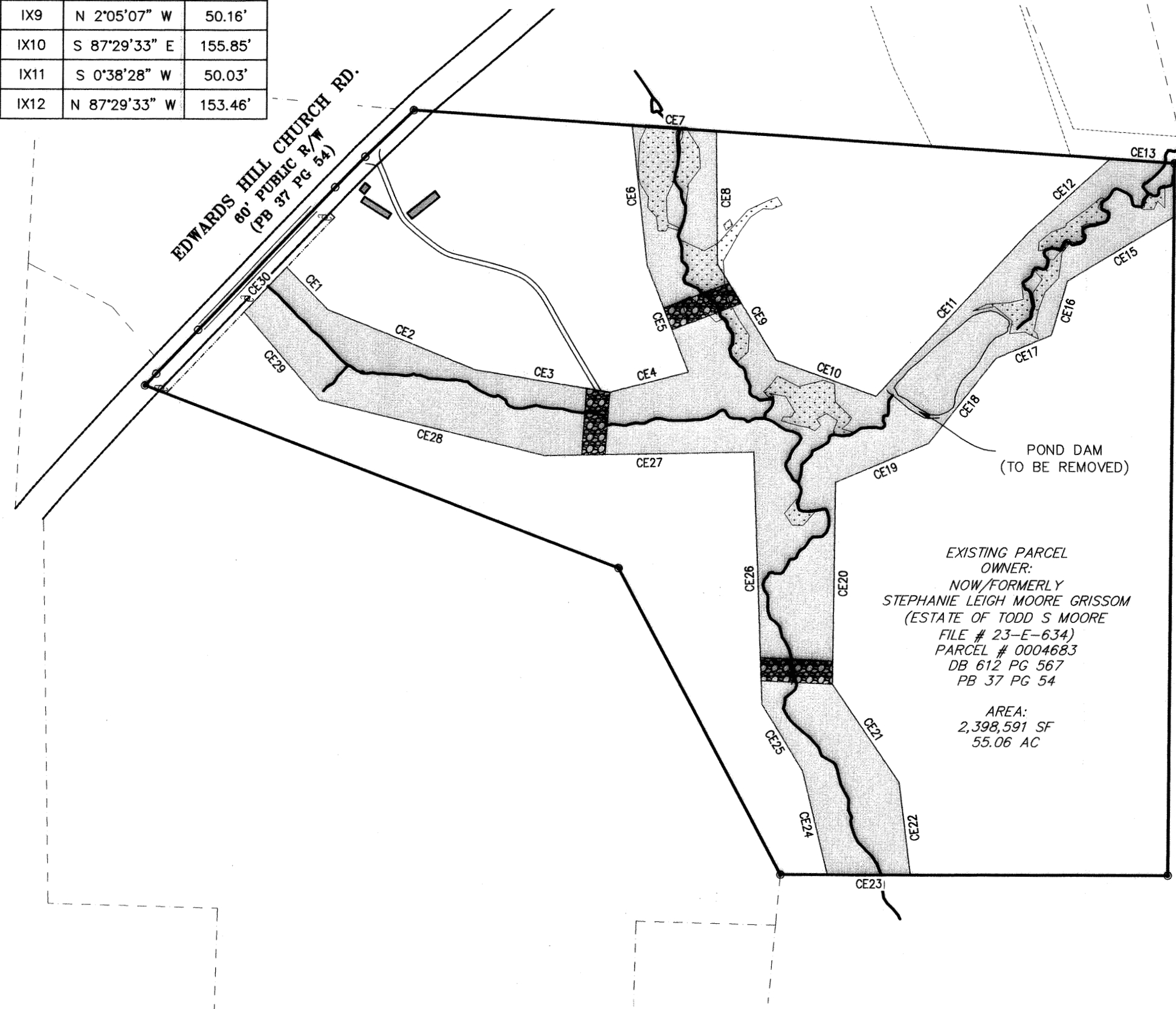
SAID ABOVE-DESCRIBED INTERNAL EASEMENT CROSSING #3 CONTAINING 7,733 SQUARE FEET OR 0.178 ACRES, MORE OR LESS.

Point Table		
Point #	Northing	Easting
1	687089.5393	1873368.3827
2	686988.0592	1873466.7790
3	686858.3835	1873785.1809
4	686818.7538	1874024.4925
5	686810.5474	1874074.0484
6	686854.5796	1874242.9422
7	686946.6048	1874207.4785
8	686993.2603	1874189.4990
9	687086.3433	1874153.6277
10	687388.0631	1874120.0874
11	687375.8402	1874301.3601
12	687088.1790	1874304.9202
13	687047.2631	1874329.9400
14	687003.8920	1874356.4612
15	686880.8888	1874431.6768
16	686803.5109	1874647.4117
17	687159.2033	1874874.6895
18	687318.7406	1875148.1823
19	687309.3630	1875287.2280
20	687194.0977	1875286.6131
21	687053.6851	1875057.9817
22	686936.4532	1875023.8097
23	686886.0254	1874904.8706
24	686702.0425	1874760.5485
25	686617.2416	1874561.2124
26	686228.8174	1874556.8657
27	686178.7940	1874556.3059
28	685966.2149	1874700.4986
29	685766.0150	1874725.5086
30	685765.9789	1874546.9727
31	685990.4341	1874492.7048
32	686134.5121	1874404.8479
33	686185.5082	1874402.9911
34	686235.6360	1874401.1660
35	686682.1023	1874384.9107
36	686675.9764	1874064.8554
37	686675.0159	1874014.6732
38	686673.4931	1873935.1134
39	686792.2300	1873448.8403
40	686993.6105	1873277.2513

CONSERVATION EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
CE1	S 44°06'58" E	127.34'
CE2	S 67°50'25" E	343.80'
CE3	S 80°35'50" E	292.80'
CE4	N 75°23'16" E	174.54'
CE5	N 21°04'30" W	248.38'
CE6	N 6°20'35" W	303.58'
CE7	S 86°08'33" E	181.68'
CE8	S 0°42'33" E	287.68'
CE9	S 31°26'44" E	242.97'
CE10	S 70°16'07" E	229.19'
CE11	N 42°37'03" E	483.35'
CE12	N 47°23'58" E	235.69'
CE13	S 86°08'33" E	139.36'
CE14	S 0°18'20" W	115.27'
CE15	S 58°26'39" W	268.31'
CE16	S 16°15'03" W	122.11'
CE17	S 67°01'26" W	129.19'
CE18	S 38°06'42" W	233.83'
CE19	S 66°57'15" W	216.62'
CE20	S 0°38'28" W	438.48'
CE21	S 34°08'57" E	256.87'
CE22	S 7°07'15" E	201.76'
CE23	S 89°59'18" W	178.54'
CE24	N 13°35'31" W	230.92'
CE25	N 31°22'28" W	168.75'
CE26	N 2°05'07" W	547.95'
CE27	S 88°54'13" W	449.88'
CE28	N 76°16'41" W	500.56'
CE29	N 40°25'59" W	250.34'
CE30	N 43°31'51" E	132.31'

INTERNAL CROSSING LINE TABLE		
LINE #	BEARING	DISTANCE
IX1	S 80°35'50" E	50.23'
IX2	S 3°54'29" W	134.88'
IX3	S 88°54'13" W	50.19'
IX4	N 3°54'29" E	144.07'
IX5	N 21°04'30" W	50.00'
IX6	N 68°58'02" E	150.47'
IX7	S 31°26'44" E	50.84'
IX8	S 68°58'02" W	159.62'
IX9	N 2°05'07" W	50.16'
IX10	S 87°29'33" E	155.85'
IX11	S 0°38'28" W	50.03'
IX12	N 87°29'33" W	153.46'

TIE LINE TABLE		
LINE #	BEARING	DISTANCE
TIE 1	S 86°06'06" E	40.51'
TIE 2	S 45°45'34" W	170.99'
TIE 3	S 44°17'54" W	92.03'
TIE 4	S 43°31'51" W	196.33'
TIE 5	S 44°06'58" E	14.01'



SURVEYOR NOTES

- THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT. THE PARENT TRACT BOUNDARIES ADJACENT TO THIS EASEMENT ARE NOT CHANGED BY THIS PLAT. BOUNDARY INFORMATION SHOWN HEREON WAS DERIVED FROM DEEDS AND MAPS OF RECORD IN CHATHAM COUNTY AND MONUMENTATION FOUND IN THE FIELD.
- DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
- AREA COMPUTED BY COORDINATE METHOD.
- THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED IN NOVEMBER 2022.
- DEED AND DEED REFERENCES: AS SHOWN HEREON.
- SUBJECT PROPERTIES KNOWN AS PARCEL NUMBER: 867800366433.
- SUBJECT PARCEL IS ZONED R-1
- NO UNDERGROUND UTILITY LOCATING PERFORMED DURING THE COURSE OF THIS SURVEY.
- THE STATE PLANE COORDINATES FOR THIS PROJECT WERE DETERMINED USING REAL TIME KINEMATIC GPS OBSERVATIONS (VRS) TAKEN IN NOVEMBER 2022 BASED.
- THE STATE OF NORTH CAROLINA, ITS EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS, RECEIVES A PERPETUAL RIGHT OF ACCESS TO THE EASEMENT AREA OVER THE PROPERTY AT REASONABLE TIMES TO UNDERTAKE ANY ACTIVITIES TO RESTORE, CONSTRUCT, MANAGE, MAINTAIN, ENHANCE, AND MONITOR THE STREAM, WETLAND AND ANY OTHER RIPARIAN RESOURCES IN THE EASEMENT AREA, IN ACCORDANCE WITH RESTORATION ACTIVITIES OR A LONG-TERM MANAGEMENT PLAN AS DESCRIBED IN SECTION II OF THE CONSERVATION AGREEMENT.
- THE CONTRACTOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. SURVEY CAPS SHALL MEET DMS SPECIFICATIONS (BERNTSEN RBD5325, IMPRINTED WITH NC STATE LOGO # B9087 OR EQUIVALENT). AFTER INSTALLATION, CAPS SHALL BE STAMPED WITH THE CORRESPONDING NUMBER FROM THE TABLE OF COORDINATES ON THE SURVEY.

FILED May 02, 2025 02:58:41 pm
PLAT SLIDE 02025 — 0119
INSTRUMENT 03683

Review Officer's Certificate
STATE OF NORTH CAROLINA, COUNTY OF CHATHAM

I, Amy W. Moore, Review Officer for Chatham County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
Amy W. Moore, Review Officer, 5/2/25 Date

SURVEYOR'S CERTIFICATE(S)

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

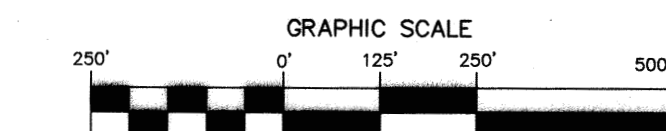
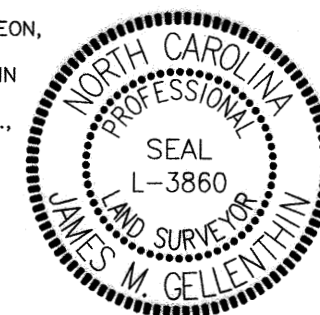
I, JAMES M. GELLENTHIN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK (SHOWN HEREON), PAGE (SHOWN HEREON) ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SHOWN HEREON, PAGE SHOWN HEREON THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1/10,000+; THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 24TH DAY OF APRIL, A.D., 2025.

JAMES M. GELLENTHIN L-3860



KCI ASSOCIATES OF N.C.
ENGINEERS, SURVEYORS AND PLANNERS

4800 FALLS OF NEUSE, SUITE 200
RALEIGH, NC 27607
PHONE (919) 783-9214 * FAX (919) 783-9266
jim.gellenthin@kci.com



EXEMPT SUBDIVISION
CONSERVATION EASEMENT SURVEY
FOR THE STATE OF NORTH CAROLINA
DIVISION OF MITIGATION
SERVICES DIRTY BOOTS SITE
SPO # 19-LA-120
DMS PROJECT #100638
PROPERTIES OF
STEPHANIE LEIGH MOORE GRISSOM "ESTATE OF
TODD S. MOORE FILE #23-E-634" (0004683)
IN BEAR CREEK TOWNSHIP
CHATHAM COUNTY NORTH CAROLINA

DATE: 8-2-24 SCALE: 1" = 150' SHEET: 1 OF 2
REV: 4-24-25

2025-119

DEVELOPMENT OR REDEVELOPMENT OF A MINOR SUBDIVISION OR AN INDIVIDUAL RESIDENTIAL LOT CUMULATIVELY EXCEEDING 20,000 SQUARE FEET OF LAND DISTURBANCE SHALL COMPLY WITH SECTION 165.045 (E) (D) AND (E) [FORMERLY SECTION 400 (5) (D) AND (E)] OF THE CHATHAM COUNTY STORMWATER ORDINANCE.

CERTIFICATE OF AGRICULTURAL DISTRICT

NOTE: THESE PARCELS ARE LOCATED NEAR AN AREA THAT IS PRESENTLY USED FOR AGRICULTURAL PURPOSES. NORMAL AGRICULTURAL OPERATIONS MAY CONFLICT WITH RESIDENTIAL USE. NC LAW (GENERAL STATUTES SECTION 106-701) PROVIDES SOME PROTECTION FOR EXISTING AGRICULTURAL OPERATIONS.

CERTIFICATION OF PLAT BEING EXEMPT FROM THE SUBDIVISION REGULATIONS

I HEREBY CERTIFY THAT THE PROPERTY SHOWN AND DESCRIBED HEREON IS EXEMPT FROM THE SUBDIVISION REGULATIONS OF CHATHAM COUNTY BY DEFINITION.

Paula D. Heltgen 5-2-25
PLANNING DIRECTOR OR AUTHORIZED REPRESENTATIVE DATE

OWNER CERTIFICATION OF PLAT BEING EXEMPT FROM THE SUBDIVISION REGULATIONS

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT SAID PROPERTY IS EXEMPT FROM THE SUBDIVISION REGULATIONS OF CHATHAM COUNTY BY DEFINITION.

Stephanie Leigh Moore Grissom 5-2-25
STEPHANIE LEIGH MOORE GRISSOM DATE

CERTIFICATION OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN WITH MY (OUR) FREE CONSENT, AND DEDICATE ALL RIGHT-OF-WAYS, STREETS, ALLEYS, WALKS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

Stephanie Leigh Moore Grissom 5-2-25
STEPHANIE LEIGH MOORE GRISSOM DATE

