Final Mitigation Plan
Bohemian Mitigation Project

DMS Project #: 100108 | Contract #: 7863 | DWR # 2019-1403 | RFP: 16-007703

January 2020

Randleman Lake Watershed | HUC 03030003

Randolph & Guilford Counties, North Carolina

Prepared By:
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Prepared For:
NC Department of Environmental Quality
Division of Mitigation Services
1652 Mail Service Center
Raleigh, NC 27699-1652

This mitigation plan has been written in conformance with the requirements of the following:

- *The Consolidated Buffer Mitigation Rule, 15A NCAC 02B .0295, effective November 1, 2015*

These documents govern NCDMS operations and procedures for the delivery of compensatory mitigation.

Mitigation Plan Checklist for Riparian Restoration Mitigation Sites –created 7/15/13

Project Name:
Bohemian
Reviewed By:
Katie Merritt
DWR # 2019-1403
Date 12/16/19

- ☐ DWR Stream Determination (2)
- ☐ DWR Site Viability Letter (2)
- ☐ Site Location
  - o Directions including Lat & Long
  - o 8-digit HUC &/or 14 digit (if applicable)
  - o County
  - o EMC approved Soil map, Topo and Aerial Maps
  - o Sub-watershed where applicable
- ☐ Existing Site Conditions w/ photos - MA3 & 5a not included
  ↳ not representative of all features
- ☐ All proposed mitigation activities, including a brief summary of stream and/or wetland mitigation w/ a detailed planting plan - need permanent seeding, only propose temporary
  - ag crossing?
- ☐ Monitoring & Maintenance Plan -
- ☐ Financial Assurance (if applicable) n/A
- ☐ Associated buffer and/or nutrient offset credit calcs, which shall include credit generation, service area, etc.
- ☐ Credit Determination Table/Map - → need widths drawn out on Fig. 3
  → needs small edits, see comments
- ☐ Verification that the site does not have an impact on threatened or endangered species
- ☐ Verification that the site is not affected by on-site or nearby sources of contamination as provided by Environmental Data Resources, Inc.
- ☐ Verification that the site can be constructed on land if it is an archaeological site;
- ☐ A list of all permits that will be required and obtained prior to constructing the mitigation site for nutrient offset and/or buffer mitigation (*e.g. Sediment and Erosion Control Plan from Division of Land Resources, NCG010000 Stormwater Permit from NCDWQ, 404 permit from the Army Corps of Engineers and corresponding 401 Water Quality Certification from NCDWQ*).

Cat Ex. is included & signed

Service area - Randleman Lake WS only

Bohemian Riparian Buffer Mitigation Plan DWR# 2019-1403

DWR staff (Katie Merritt) Comments submitted 12/17/19:

1. Section 1.0
    a. Page 2, 2nd paragraph: what is meant by "agricultural crossing" along MA1? Is this crossing culverted or is it in place for cattle access? Please clarify
    b. Page 3, 2nd paragraph:
        - acknowledge that one of the viability letters was for a site known as County Line, but is now being referenced as Bohemian West.
        - replace "zero" with "top of bank" within the paragraph
2. Section 1.3.4 –
    a. It's been a long time since DWR issued a site viability letter for this site. It would be preferable for there to be a statement in this section referencing the site visit in 2018 and any changes, if any, to the landscape since the issuance of the letter.
3. Table 5–
    a. Totals do not match for Total Area & Creditable Area. One total shows 658,765 while the other shows 648,765. This needs to be corrected
    b. The total credits on the Ephemeral channels w/in 101-200' shows 223,740. It should show 223.740. This needs to be corrected.
    c. The "Location" for the MA4 ephemeral reach in the Preservation Table says, "Buffer". This should be corrected to say "Rural".
4. Section 3.1 –
    a. Only temporary seeding is proposed for application. However, DWR requests that permanent riparian seeding also be applied and established where row crops were present. It is important to maintain a healthy and diverse herbaceous layer within the riparian areas to reduce the potential of runoff, nutrients and sediments into the streams.
    b. Planting with a seed mix that is abundant in annual and perennial pollinator species is strictly voluntary but is being encouraged by DWR in other mitigation plans to promote diversity and enhance the health of the herbaceous layer, which can also greatly benefit planted stems.
5. Figure 1 –
    a. Remove the 14-digit HUC from the service area map. It is misleading as presented.
6. Figure 3 –
    a. Replace "Sa" with "Sb" to differentiate between the ephemeral & intermittent reaches
    b. Show the riparian widths along each feature. Currently, it is difficult to discern where 0-100' and 101-200' begin and end. Additionally, without the widths shown as requested, it is difficult to determine which features the widths are being measured from. For example, is restoration & enhancement being measured off Sa, Sb or SQ1? And, is Restoration & Preservation measured off MA4 or MA1, MA5 or MA1, etc.
7. Overall, if the riparian restoration, enhancement and preservation is done according to the plan and addresses all comments and corrections provided by DWR, the site should provide a good buffer mitigation project.

M E M O R A N D U M

302 Jefferson Street, Suite 110 Raleigh, North Carolina 27605 919.209.1062 tel.
919.829.9913 fax

TO: **NCDMS and NCDWR**

FROM: **Kasey Carrere - RES**

DATE: **January 10, 2020**

RE: **Response to Bohemian Draft Mitigation Plan Comments DMS Project ID No. 100108, Contract #7863, DWR # 2019-1403**

Report:

1. Section 1.0
    a. Page 2, 2nd paragraph: what is meant by "agricultural crossing" along MA1? Is this crossing culverted or is it in place for cattle access? Please clarify
    Both crossings along MA1 are considered agricultural crossings as they are used by heavy equipment to access adjacent crop fields. One of the crossings is an existing culvert crossing and one is an existing ford crossing. Clarification language has been added to this sentence.

    b. Page 3, 2nd paragraph:
        i. acknowledge that one of the viability letters was for a site known as County Line, but is now being referenced as Bohemian West.
        Acknowledgement that the Bohemian West section of the project was known as County line in the viability letter was added to the second paragraph of page 3. The sentence now reads "DWR staff performed an onsite viability assessment for buffer mitigation for both the eastern section of the project (called Bohemian in the Site Viability letter) and the western section of the project (called County Line in the Site Viability Letter) on June 12, 2018. Correspondence regarding both of these assessments are provided in Appendix B and dated August 8, 2018 and August 10, 2018."

        ii. replace "zero" with "top of bank" within the paragraph
        These edits have been made.

2. Section 1.3.4 -
    a. It's been a long time since DWR issued a site viability letter for this site. It would be preferable for there to be a statement in this section referencing the site visit in 2018 and any changes, if any, to the landscape since the issuance of the letter.
    The sentence "These land uses are described in the Site Viability Letters found in Appendix B and have remained in the same type of use since the DWR site visits." has been added to Section 1.3.4.A "Landscape Communities".

3. Table 5-
   a. Totals do not match for Total Area & Creditable Area. One total shows 658,765 while the other shows 648,765. This needs to be corrected
      This typographical error has been corrected so that both show 658,765.

   b. The total credits on the Ephemeral channels w/in 101-200' shows 223,740. It should show 223.740. This needs to be corrected.
      The Riparian Buffer Credit Total for the Ephemeral channels within the 101-200' has been corrected to 223.740.

   c. The "Location" for the MA4 ephemeral reach in the Preservation Table says, "Buffer". This should be corrected to say "Rural".
      The location for the ephemeral channel within the Preservation Table has been corrected to say "Rural".

4. Section 3.1 -
   a. Only temporary seeding is proposed for application. However, DWR requests that permanent riparian seeding also be applied and established where row crops were present. It is important to maintain a healthy and diverse herbaceous layer within the riparian areas to reduce the potential of runoff, nutrients and sediments into the streams.
      A sentence has been added to section 3.1 to clarify "A mixture of temporary and permanent riparian seeding will be applied and established where row crops are present." However, as this project will not have much in the way of land disturbing stabilization activities it is not likely that other areas within the project easement will need seeding.

   b. Planting with a seed mix that is abundant in annual and perennial pollinator species is strictly voluntary but is being encouraged by DWR in other mitigation plans to promote diversity and enhance the health of the herbaceous layer, which can also greatly benefit planted stems.
      RES appreciates DWR requests and will do our best to include pollinator-rich seedlings in our seed mixture. At this time, we have included common milkweed and blackeyed susan seed to be included with our typical riparian seed mix order. As we do not buy the seed mix until closer to the actual date of construction, the actual seeds bought is dependent on the alignment of the germination and time period of seeding along with the availability and cost at the time. RES will continue to consider this request in all future projects.

5. Figure 1 -
   a. Remove the 14-digit HUC from the service area map. It is misleading as presented.
      Figure 1 has been updated with the removal of the 14-digit HUC.

6. Figure 3 -
   a. Replace "Sa" with "Sb" to differentiate between the ephemeral & intermittent reaches
      The separation of Sa into Sa and Sb for the ephemeral and intermittent reaches was done in Figure 2, 3, and 9. This update was also made in Table 5 as well.

   b. Show the riparian widths along each feature. Currently, it is difficult to discern where 0-100' and 101-200' begin and end. Additionally, without the widths shown as requested, it is difficult to determine which features the widths are being measured from. For example, is restoration & enhancement being measured off Sa, Sb or SQ 1? And, is Restoration & Preservation measured off MA4 or MA 1, MA5 or MA 1, etc.

The riparian widths along each feature have been added as well as an E/I point for both Sa and MA4. It may still be difficult to discern distance due to much of the easement being within the 0-100' range. For Sa, Sb, and SQ1, the enhancement is all along SQ1 and is within the 100 foot buffer off of SQ1 so for ease of use, it would be considered measured off of SQ1 but part of it could be considered within the first 100 feet of Sb. We tried to make it clear with the aqua coloring on the map which Restoration (0-100 and 101-200) sections were being measured off of Sa and considered in the ephemeral calculation. We chose a buffer area for the ephemeral calculation that is probably larger than necessary in order to be conservative, we started the ephemeral calculation where the E/I point occurred rather than outside the 100 foot buffer of Sb.

For MA4, MA1, MA5 and MA1, the restoration and preservation is measured off of all reaches depending on what was within the 100 feet buffer of that reach. As was done with the other side of the project, the ephemeral areas were designated in aqua to show that it is the riparian buffer zone off of the ephemeral reach.

7. Overall, if the riparian restoration, enhancement and preservation is done according to the plan and addresses all comments and corrections provided by DWR, the site should provide a good buffer mitigation project.

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1 MITIGATION PROJECT SUMMARY

Environmental Banc & Exchange, LLC (EBX), a wholly-owned subsidiary of Resource Environmental Solutions (RES), is pleased to provide this Mitigation Plan for the Bohemian Riparian Buffer Mitigation Project (Project) as a full-delivery buffer mitigation project for the Division of Mitigation Services (DMS) (DMS #100108). This Project is designed to provide riparian buffer mitigation credits for unavoidable impacts due to development within the Randleman Lake Watershed of the Cape Fear River Basin, United States Geological Survey (USGS) 8-digit Hydrologic Unit Code (HUC – 03030003) (**Figure 1**). This Mitigation Plan is in accordance with the Consolidated Buffer Mitigation Rule 15A NCAC 02B .0295 and the Randleman Lake Water Supply Watershed Buffer Rule 15A NCAC 02B .0250.

1.1 Project Overview

The conservation easement of the Bohemian Project will total approximately 22.78 acres and divided into two distinct sections (east and west) and includes seven unnamed tributaries that ultimately drain into Randleman Lake approximately 3,000 feet downstream of the Project. Land use within the western portion Project is primarily cropland and disturbed riparian forest with the presence of invasive species. Land use within the eastern portion Project is primarily actively grazed non-forested pasture and disturbed riparian forest with the presence of invasive species. Furthermore, livestock have historically had access to all stream reaches within the eastern portion of the Project. The lack of riparian buffer trees and the long-term presence of livestock in those areas has contributed to bank instability and erosional rills within some riparian zones.

The goal of the Project is to restore, enhance and preserve ecological function to the existing stream and riparian buffer by establishing appropriate plant communities while minimizing temporal and land disturbing impacts. Buffer improvements and the removal of livestock will aid in filtering runoff from agricultural fields, thereby reducing nutrient and sediment loads to Project channels and the overall watershed. Restoration, enhancement and preservation of the Randleman Lake riparian buffer (as defined in 15A NCAC 02B .0250) is anticipated to result in a reduction of the water quality stressors currently affecting the Project: livestock access and a lack of riparian buffer. Immediate water quality benefits and pollutant removal within the vicinity of the Project will include the exclusion of livestock access to streams and reduction in nutrient loads from agricultural land-uses. This Project is consistent with the management strategy for maintaining and protecting riparian areas in the Randleman Lake watershed. Project attributes are summarized in **Table 1**.

Table 1. Project Attributes

Project Attributes	
Project Name	Bohemian
Hydrologic Unit Code	03030003010050 (14-digit HUC)
River Basin	Cape Fear
Geographic Location (Lat, Long)	35.914, -79.884
Site Protection Instrument (DB, PG)	007561/00517 (Guilford County) 001930/03053 (Randolph County) 002488/01584 (Randolph County) 002265/00681 (Randolph County) 001930/03053 (Randolph County)
Total Credits (BMU)	578,654.885
Types of Credits	Riparian Buffer
Mitigation Plan Date	October 2019
Initial Planting Date	April 2020
Baseline Report Date	June 2020
MY1 Report Date	December 2020
MY2 Report Date	December 2021
MY3 Report Date	December 2022
MY4 Report Date	December 2023
MY5 Report Date	December 2024

The easement is comprised of two main sections, divided by Frazier Marsh Road. There is an existing overhead powerline easement that bisects both the western and eastern portions of the Project (**Figure 2**). The Project section to the west of Frazier Marsh Road is comprised of four channels: MA1, MA3, MA4, and MA5. The eastern section is comprised of three channels: SQ1, SQ2, and Sa.

MA1 is a 3,958 linear-foot unnamed perennial tributary that is the primary feature within the western portion of the project. MA1 flows directly into Randleman Lake approximately 3,000 feet downstream of the Project. There are two agricultural crossings located on MA1, one existing culvert and one existing ford crossing, and one additional easement break. The ford crossing will be used for heavy equipment to access the adjacent crop fields and the additional easement break is present to accommodate an overhead powerline utility. There is one crossing on MA3. Reaches MA3, MA4, and MA5 are intermittent tributaries that drain to MA1 (**Figure 2**). MA3 is a 753 linear-foot reach that starts as a fork and is an intermittent tributary that flows from east to west across the project property and empties into MA1. There is one proposed easement break to maintain an existing culvert crossing along Reach MA3. MA4 starts as an ephemeral tributary (117 linear feet) within the Project as it runs through active row crop, then transitions to an intermittent stream (132 linear feet) as it enters a disturbed forested area before draining to MA1 (**Figure 2**). MA5 is a 361 linear-foot intermittent tributary that also flows through active row crop then enters a disturbed riparian forest before draining to MA1.

SQ1 is a 1,275 linear-foot unnamed perennial tributary that is the primary drainage feature within the eastern portion of the Project (**Figure 2**). The channel runs through a grazed pasture and forest before crossing a powerline utility and converging with Reach SQ2. North of the utility corridor, there is a farm path on the west side of SQ1. SQ2 is a 597 linear-foot unnamed intermittent tributary that flows into SQ1.

This channel runs from the south to the north. There is one proposed easement break along SQ2 and one along SQ1, to accommodate the overheard powerline. Reach Sa originates on the property as a small ephemeral channel (119 linear feet) before transitioning to an intermittent tributary, Sb, (61 linear feet) that drains to SQ1. The eastern portion of the Project will exclude livestock along the easement boundary. Stream calls were performed and confirmed by DWR on June 12th, 2018, and included in the **Appendix A**.

DWR staff performed an onsite viability assessment for buffer mitigation for both the eastern section of the project (called Bohemian in the Site Viability letter) and the western section of the project (called County Line in the Site Viability Letter) on June 12, 2018. Correspondence regarding both of these assessments are provided in **Appendix B** and dated August 8, 2018 and August 10, 2018. Of the total 22.78 acres in the conservation easement, the Bohemian Site presents the opportunity to perform 962,506 ft^2 (22.10 acres) of riparian buffer mitigation by establishing a native forested and herbaceous riparian buffer plant community with a minimum width of 50 feet and a maximum of 200 feet from the top of bank of the channels. These will be derived from 10.79 acres of top of bank to 100 feet of Restoration, 1.02 acres of 101 to 200 feet of Restoration, 3.31 acres of top of bank to 100 feet of Enhancement, 6.75 acres of top of bank to 100 feet of Preservation, 0.22 acres of 101 to 200 feet of Preservation. This new community will be established in conjunction with the treatment of any existing exotic or undesirable plant species. **Figure 3** shows the **Riparian Buffer Conceptual Design and Credit Determination Map** and **Section 2.1** provides details of the mitigation determination on the Bohemian Project.

The Project will provide significant functional uplift to the watershed and will assist DMS with achieving its mitigation goals in the Randleman Lake Watershed. The Project presents the opportunity to provide up to 578,654.085 ft^2 (10.79 acres) of riparian buffer mitigation credits.

1.1.1 Parcel Ownership

The land required for the construction, management, and stewardship of this Project includes portions of the parcels listed in **Table 2**. EBX obtained conservation easements from the current landowners. The easement deeds and survey plats were submitted to DMS and the State Property Office (SPO) for approval and are held by the State of North Carolina. The easement deeds followed the DMS Full Delivery Conservation Easement Template dated May 5, 2017 and are included in **Appendix C**. The recorded easements allow EBX to proceed with the Project development and protect the mitigation assets in perpetuity. A finalized copy of the land protection instrument(s) is included in **Appendix C**.

Table 2. Parcel and Landowner Information

Landowners	Pin or Tax Parcel ID	Agreement Type	County
Morgan Agri Properties LLC	7738781103 7738888563 7738781685	Easement	Randolph
	7738990685	Easement	Guilford
Shannon T. Queen and Carla O. Queen	7748184553 7748089183	Easement	Randolph

1.2 Project Location

The Bohemian Project is within the Randleman Lake Watershed of the Cape Fear River Basin within the 8-digit Hydrologic Unit Code (HUC) 03030003, 14-digit HUC 03030003010050 and DWR Sub Basin Number 03-06-08.

The Project is located in both Guilford and Randolph County, approximately 5 miles east of Archdale, North Carolina (**Figure 4**). To access the western portion of the Project, head east from I-74 on NC Highway 62 W, turn right onto Groonetown Rd, after approximately 1.5 miles the site will be on the left. To access the eastern portion of the Project, head east from I-74 on NC Highway 62 W, turn right onto Frazier Farm Rd, after approximately a half mile, the site will be on the left. The coordinates for the western portion of the project are 35.914 °N and -79.884 °W. The coordinates for the eastern portion of the project are 35.912 °N and -79.873 °W.

1.3 Existing Conditions

1.3.1 Surface Water Classification

The Project includes seven unnamed tributaries that drain into Randleman Lake downstream of the Project (**Figure 3**). The current State classification for Randleman Lake is Class CA* and WS-IV. Class C waters are protected for uses such as secondary recreation, fishing, wildlife, fish consumption, and aquatic life including propagation, survival and maintenance of biological integrity, and agriculture. The * symbol identifies waters that are within a designated Critical Supply Watershed and are subject to a special management strategy specified in 15A NCAC 2B .0248. The WS-IV classification is intended to protect waters used as sources of water supply for drinking, culinary, or food processing purposes where a WS-I, II or III classification is not feasible. These waters are also protected for Class C uses. WS-IV waters are generally in moderately to highly developed watersheds or protected areas (NCDWQ 2013).

1.3.2 Physiography and Soils

The Project is located in the Southern Outer Piedmont level IV ecoregion within the Piedmont level III ecoregion. With lower elevations and less relief compared to other areas of the Piedmont, the landforms of this ecoregion consist of irregular, rolling plains. The geologic composition of the region is red, clayey subsoils underlain by deep saprolite and gneiss, schist, and granite bedrock. Interspersed throughout the region are also areas of diabase, diorite, or gabbro bedrock that form alkaline soils. Natural vegetation communities consist of mixed oak (*Quercus sp*.) forests, while historic land use trends have promoted the establishment of loblolly (*Pinus taeda*) and shortleaf pine (*Pinus echinata*) forests. The topography of the project area is generally rolling with elevations ranging from ranging from 706 feet to 788 feet (**Figure 5**).

The National Resources Conservation Service (NRCS) Web Soil Survey, accessed November 27, 2018, depicts five map units across the project (**Figure 6, Table 3)**.

Table 3. Project Mapped Soil Series

Map Unit Symbol	Map Unit Name	Percent Hydric	Drainage Class	Hydrologic Soil Group	Landscape Setting
EnB	Enon fine sandy loam, 2 to 6 percent slopes	0%	Well Drained	C	Summits

Map Unit Symbol	Map Unit Name	Percent Hydric	Drainage Class	Hydrologic Soil Group	Landscape Setting
WkE	Wilks-Poindexter-Wynott complex, 15 to 45 percent slopes	0%	Well Drained	C/D	Backslopes on ridges
WtB	Wynott-Enon complex, 2-8 percent slopes	0%	Well Drained	C/D	Summits
WtC	Wynott-Enon complex, 8 to 15 percent slopes	0%	Well Drained	C/D	Backslopes on ridges
WvB2	Wynott-Enon complex, 2 to 8 percent slopes, moderately eroded	0%	Well Drained	C/D	Summits

1.3.3 Wetlands

The U.S. Fish & Wildlife Service (USFWS)National Wetland Inventory (NWI) depicts one wetland area within the Project (**Figure 7**). This NWI wetland is defined as a palustrine wetland that is temporarily flooded (PFO1A). These types of wetlands generally have surface water present for brief periods during the growing season, but the water table lies well below the ground surface for most of the season (USFWS, 2019).

1.3.4 Landscape Communities

A. Existing Vegetation Communities

Current land use in the vicinity of the Bohemian Project is primarily non-forested agricultural fields, non-forested and forested pasture grazed by livestock, mature forest with recent timbering, and disturbed mature riparian forest. These land uses are described in the Site Viability Letters found in **Appendix B** and have remained in the same type of use since the DWR site visits. Existing tree species within the forested areas include American sycamore (*Platanus occidentalis*), American elm (*Ulmus americana*), sweetgum (*Liquidambar styraciflua*), and red cedar (*Juniperus virginiana*). The non-forested areas consist primarily of pasture grasses and weedy herbaceous vegetation. Invasive species are present throughout the forested understory, most notably multiflora rose *(Rosa multiflora*), princess tree (*Paulownia tomentosa),* tree of heaven *(Ailanthus altissima*), and Chinese privet *(Ligustrum sinense*).

B. Riparian Vegetation

In general, all or portions of the riparian buffers of the project reaches do not function to their full potential. Current conditions demonstrate significant habitat degradation as a result of impacts from livestock, historic land uses, and water diversion. The long-term presence of livestock, specifically on the eastern portion of the Project, has created unstable banks and erosional rills within some riparian zones and along stream banks in which minor bank stabilization efforts will be performed. Throughout the Project there are scattered invasive vines and briars that will be treated to the extent practicable. In most cases, the riparian buffer is in poor condition with many areas having less than the minimum 50-foot required buffer. Those areas with less than the minimum 50-foot buffer are devoid of trees or shrubs and active cropland (western portion of the Project) and active pasture (eastern portion of the Project) on the banks of the existing channel.

1.3.5 Existing Conditions Photos


Buffer condition along MA1 on the left bank


Stream condition along MA1


Looking upstream along Reach MA4


Looking Upstream along MA5


Powerline Easement across SQ1 and SQ2


Looking upstream along SQ2

2 REGULATORY CONSIDERATIONS

2.1 Determination of credits

This Project has the potential to generate approximately 484,526.585 ft^2 (10.79 acres) of riparian buffer restoration credits on existing non-forested pasture, 72,168.500 ft^2 (1.66 acres) of buffer enhancement credits through livestock exclusion, and 21,959.000 ft^2 (0.50 acres) of buffer preservation credits. The riparian buffer restoration and preservation adjacent to the ephemeral Reaches Sa and Ma4 comprises 39,071 ft^2 (0.9 acres) of the Project, which is in compliance with 15A NCAC 02B .0295 (o)(7) in that it is only 4.3 percent of the total area of buffer mitigation, which is less than 25 percent of the total area of buffer mitigation (22.10 total acres). In accordance with 15A NCAC 02B .0295 (o)(4) and (5), "the area of preservation credit within a buffer mitigation site shall comprise of no more than 25% of the total area of buffer mitigation", only 5.04 acres out of the 6.97 total acres available for preservation credit are allowable to be used to generate mitigation credits. The total potential mitigation credits that the Bohemian Mitigation Project will generate are summarized in **Table 4, Table 5, and Figure 3**.

Table 4. Total Riparian Mitigation Credits

Mitigation Totals	Used Area Square Feet	Credits
Restoration	514,428	484,526.585
Enhancement	144,337	72,168.500
Preservation	219,588	21,959.000
Total Riparian Buffer	**878,353**	**578,654.885**

Table 5. Bohemian Mitigation Project (100108) Mitigation Credits

Credit Type	Location	Subject?	Feature Type	Mitigation Activity	Min-Max Buffer Width (ft)	Feature Name	Total Area (sf)	Creditable Area (sf)	Initial Credit Ratio (x:1)	% Full Credit	Final Credit Ratio (x:1)	Riparian Buffer Credits
Buffer	Rural	Yes	I / P	Restoration	0-100	MA1, MA3, MA4, MA5, SQ1, SQ2	433,768	433,768	1	100%	1.00000	433,768.000
Buffer	Rural	Yes	I / P	Enhancement via Livestock Exclusion	0-100	SQ1, SQ2, Sb	144,337	144,337	2	100%	2.00000	72,168.500
Buffer	Rural	Yes	I / P	Restoration	101-200	MA1, MA3, MA4, MA5, SQ1, SQ2, Sb	43,951	43,951	1	33%	3.03030	14,503.845
Buffer	Rural	No	Ephemeral	Restoration	0-100	Sa, MA4	36,031	36,031	1	100%	1.00000	36,031.000
Buffer	Rural	No	Ephemeral	Restoration	101-200	Sa, MA4	678	678	1	33%	3.03030	223.740
						Totals	**658,765**	**658,765**				**556,695.085**

Eligible for Preservation (sf)	**219,588**

Credit Type	Location	Subject?	Feature Type	Mitigation Activity	Min-Max Buffer Width (ft)	Feature Name	Total Area (sf)	Creditable Area (sf)	Initial Credit Ratio (x:1)	% Full Credit	Final Credit Ratio (x:1)	Riparian Buffer Credits
Buffer	Rural	Yes	I / P	Preservation	0-100	MA1, MA3, MA4, MA5	291,884	219,588	10	100%	10.00000	21,959.000
	Rural	Yes	I / P		101-200	MA1, MA3, MA4, MA5,	9,494	0	10	33%	30.30303	—
	Rural	No	Ephemeral		0-100	MA4	2,363	0		100%		—

Preservation Area Subtotal (sf)	**219,588**
Preservation as % Total Area of Buffer Mitigation	**25.0%**
Ephemeral Reaches as % Total Area of Buffer Mitigation	**4.2%**

2.2 Other regulatory considerations

2.2.1 Environmental Screening and Documentation

Because DMS mitigation projects are considered to be a category of activities that do not individually or cumulatively have an impact on the human environment, they do not require preparation of an environmental assessment or environmental impact statement. To ensure that a project meets the “Categorical Exclusion” criteria, the Federal Highways Administration and DMS have developed a Categorical Exclusion (Cat-Ex) checklist. The Cat-Ex for the Project was submitted to DMS on July 31st, 2019 and is included in **Appendix D.**

The regulatory evaluation for the Cat-Ex focused primarily on the presence of hazardous materials, utilities and restrictive easements, rare/threatened/endangered species or critical habitats, cultural resources, and the potential for hydrologic trespass. The Cat-Ex summarized impacts to natural, cultural, and historical resources and documented coordination with stakeholders and federal and state agencies.

2.2.2 Threatened and Endangered Species

Section 7 of the Endangered Species Act (ESA) of 1973 requires federal agencies, in consultation with and with the assistance of the Secretary of the Interior or of Commerce, as appropriate, to ensure that actions they authorize, fund or carry out are not likely to jeopardize the continued existence of threatened or endangered species or result in the destruction or adverse modification of critical habitat for these species. The gold and bald eagles are protected under the Bald and Golden Eagle Protection Act (BGPA) and prohibits take of bald and golden eagles.

A desktop analysis and field investigation were conducted to evaluate federally protected species potentially occurring on the Project. The USFWS Information for Planning and Conservation (IPAC) online tool was consulted to determine any resources managed or regulated by the USFWS that may be affected by mitigation-related activities at the Project; the tool queries available databases of endangered species, migratory birds, wildlife refuges, and wetlands. In addition to the USFWS IPAC tool, a query of the North Carolina Natural Heritage Program (NCNHP 2018) online database of natural heritage element occurrences was also reviewed performed to identify rare species or unique habitats onsite, especially those listed in the USFWS database. According to the USFWS IPAC database review tool (USFWS 2017), Randolph and Guilford County’s list of threatened and endangered species includes two Federally listed species; Schweinitz’s sunflower (*Helianthus schweinitzii*) and the Small Whorled Pogonia (*Istoria medeoloides*).

There is no suitable habitat for the Small Whorled Pogonia within the Project area. However, it was determined that there is potential habitat present for the Schweinitz’s sunflower within the Project Area. Following the August 20th, 2019 field evaluation for Schweinitz’s sunflower, it was determined that there is suitable habitat present, however no individuals were observed. Therefore, the RES concluded that the Project is not likely to adversely affect any Schweinitz’s sunflower populations. Documentation is included in **Appendix E**.

The Fish and Wildlife Coordination Act (FWCA) of the United States was enacted to protect fish and wildlife when federal actions result in the control or modification of a natural stream or body of water. RES requested comment from the North Carolina Wildlife Resource Commission (NCWRC). The

NCWRC responded on June 10th, 2019 and stated there are no records for any listed aquatic species in the vicinity of the Project, and that due to the lack of records from the site it does not imply nor confirm the absence of federal or state-listed species. Furthermore, the NCWRC stated that if any Greensboro burrowing crayfish are located on the Project, that the NCWRC should be notified. The NCWRC further recommended to leave any snags and/or mature trees intact and if necessary, remove the trees outside of the maternity roosting season for bats (May 15-August 15). The NCWRC stated that it is unlikely the proposed buffer mitigation will adversely affect any federal or state-listed species. All correspondence is included in **Appendix E**.

2.2.3 Cultural Resources

Environmental and cultural resources include historic and archeological resources located in or near the Project. A review of properties listed on the North Carolina National Register of Historic Places maintained by the North Carolina State Historic Preservation Office (NCSHPO 2018) was conducted for the Project and surrounding areas. This search did not reveal any occurrence within the project area. This search did not reveal any occurrence within the project area. The Walton-Coletrane House (RD0030), Joe Coltrane House (RD0044), Claude Coletrane House & Farm (RD0041), and Richardson-Shackleford House (RD0066) are located within 0.5 mile of the project area. No architectural structures or archeological artifacts have been observed or noted during surveys of the Project for restoration purposes. RES requested review and comment from the State Historic Preservation Office (SHPO) with respect to any archaeological and architectural resources related to the Project. All correspondence is included in **Appendix E**.

2.2.4 Federal Emergency Management Agency (FEMA)/ Hydrologic Trespass

According to the FEMA National Flood Hazard Layer, the Project lies within four FEMA Flood Insurance Rate Map panels and is not within a mapped FEMA Regulatory Floodway or 100-year floodplain (**Figure 8**) (FEMA, 2007 & 2008). Thus, no coordination with the Randolph County Floodplain Administrator will be required prior to mitigation work. Furthermore, no hydrologic trespass will be permitted to adjacent properties upstream or downstream of the Project.

2.2.5 Clean Water Act - Section 401/404

Due to the nature of this project a 401/404 permit will not be required.

3 RIPARIAN RESTORATION, ENHANCEMENT, AND PRESERVATION IMPLEMENTATION PLAN

Riparian restoration, enhancement, and preservation areas adjacent to streams are shown in **Figure 3**, and were approved by the DWR in the letters dated August 8, 2018 and August 10, 2018 (**Appendix B**)

3.1 Site Preparation

Preparation at the Project will involve spraying undesired fescue grass and exotic invasive species, contoured ripping, seeding in any needed areas, and planting. On the eastern section of the Project, where livestock currently graze, livestock will be excluded from the entire easement area by installing a permanent fence. Stabilization and implementation of dispersal techniques will be utilized where surface flows have become concentrated.

Immediately following completion of stabilization activities, disturbed areas will be stabilized to prevent erosion. If possible, topsoil will be stockpiled and re-applied to provide a favorable seed bed. To provide a rapid herbaceous cover, planting of a temporary seed mix may be needed in specific areas. A mixture of temporary and permanent riparian seeding will be applied and established where row crops are present. Areas of compacted soil will be ripped and disked prior to seed mix application and tree planting. Soil amendments will be provided as needed based on the results of soil fertility tests.

3.2 Materials

A combination of silt fencing, erosion control wattles, temporary seeding, and erosion control matting will be used to reduce erosion and stabilize soil in riparian areas during any land disturbance activities. These erosion control measures shall be inspected and properly maintained at the end of each working day to ensure measures are functioning properly until permanent vegetation is established. Disturbed areas shall be temporarily seeded within ten working days and upon completion of final grading, permanent vegetation shall be established for all disturbed areas. After construction activities, the subsoil will be scarified and any compaction will be deep tilled before the topsoil is placed back over the site. Any topsoil that is removed during construction will be stockpiled and placed over the project area during final soil preparation. This process should provide favorable soil conditions for plant growth. Bare root plantings and live stakes shall be planted according to detail shown in the planting plan.

3.3 Methods

All restoration, enhancement, and preservation activities will begin from the tops of the stream banks and extend a minimum of 50 feet from the stream outward to a maximum of 200 feet perpendicular to the stream channel. Vegetation within riparian buffers can vary depending on disturbance regime and adjacent community types, so the protected buffer easement will be planted with appropriate native species observed in the surrounding forest and species known to occur in similar environments (**Section 3.4**). In areas with some canopy cover, the buffer restoration areas are determined based on whether there are less than 25 percent of the tree canopy cover and a lack of dense growth of smaller woody stems (i.e. shrubs or saplings) and enhancement areas are determined as being higher than 25 percent but lower than what is deemed appropriate for the location in accordance with the Consolidated Buffer Mitigation Rule 15A NCAC 02B .0295 (b)(12), 15A NCAC 02B .0295 (b)(4). Restoration and enhancement areas were also determined by the mitigation determination performed during the viability assessment by DWR (**Appendix B**).

3.3.1 Riparian Restoration Activities

Buffer restoration activities will include planting a composition of native bare-root tree species based on reference reach data and excluding livestock from the stream and buffer area. The restoration of plant communities within the Project will not only provide stabilization and improve water quality within the easement limits, but will also provide ecological benefits to the entire watershed.

3.3.2 Riparian Enhancement Activities

Enhancement will occur in forested areas within the Project, found in small patches along SQ1, SQ2, and a small portion of Sa, where grazing occurs adjacent to the stream in accordance with the Consolidated Buffer Mitigation Rule 15A NCAC 02B .0295 (o)(6) (**Figure 3**). All livestock will be removed from the easement and the fence will be installed to exclude access to riparian areas and their associated streams.

3.3.3 Riparian Preservation Activities

Buffer preservation is proposed along Reach MA1, MA3, MA4, and MA5 are in accordance with the Consolidated Buffer Mitigation Rule 15A NCAC 02B .0295 (o)(5) (**Figure 3**). Mature hardwood forest is present on the right bank of MA1, on the left and right bank of MA3, on the left and right bank of the most downstream portion of MA4, and on the left and right bank of the most downstream portion of MA5.

3.4 Planting Plan

All riparian restoration areas will be planted from top of bank back at least 50-feet from the stream with bare root tree seedlings on an eight by eight-foot spacing to achieve an initial density of 680 trees per acre. Planting of the Project where riparian buffer restoration is being performed will meet the performance standards outlined in the Rule 15A NCAC 02B .0295. The vegetation data will be collected no earlier than late August of each year. This includes treating invasive species and planting at least four species of native hardwood bare root trees. Piedmont Alluvial Forest (Schafale 2012) will be the target community type and will be used for all areas within the Project. This forest system is common throughout Piedmont drainages and will provide water quality and ecological benefits. The initial planting of bare root trees will occur before spring 2020. Wherever possible, mature vegetation will be preserved and incorporated into the buffer. Some areas adjacent to the forested areas may require maintenance due to the rapid regeneration of some species, such as red maple (*Acer rubrum*) and sweetgum (*Liquidambar styraciflua*). The planting plan proposed for the project is shown in **Table 6.**

Table 6. Tree Planting List

Bare Root Planting Tree Species				
Species	**Common Name**	**Spacing (ft)**	**Unit Type**	**% of Total Species Composition**
Platanus occidentalis	American Sycamore	9 x 6	Bare Root	20
Liriodendron tulipifera	Tulip Poplar	9 x 6	Bare Root	15
Betula nigra	River Birch	9 x 6	Bare Root	15
Cercis canadensis	Eastern Redbud	9 x 6	Bare Root	10
Quercus phellos	Willow Oak	9 x 6	Bare Root	10

Quercus alba	White Oak	9 x 6	Bare Root	10
Quercus nigra	Water Oak	9 x 6	Bare Root	10
Quercus rubra	Northern Red Oak	9 x 6	Bare Root	10

3.5 Easement Boundaries

Easement boundaries will be identified in the field to ensure clear distinction between the Project and adjacent properties. Boundaries may be identified by marker, bollard, post, tree-blazing, or other means as allowed by Project conditions and/or conservation easement. Boundaries will be marked with signs identifying the property as a mitigation project and will include the name of the long-term steward and a contact number. Boundary markers disturbed, damaged, or destroyed will be repaired and/or replaced on an as needed basis. The easement boundary will be fenced where needed to ensure livestock are excluded as required by 15A NCAC 02B .0295 (o)(6) (**Figure 3**). The easement boundary will be checked annually as part of monitoring activities and the conditions as well as any maintenance performed will be reported in the annual monitoring reports to DWR.

4 MONITORING PLAN

4.1 Monitoring Protocol and Success Criteria

Annual vegetation monitoring and visual assessments will be conducted. Riparian buffer vegetation monitoring will be based on the "Carolina Vegetation Survey-Ecosystem Enhancement Program Protocol for Recording Vegetation: Level 1-2 Plot Sampling Only Version 4.2". Monitoring plots will be installed a minimum of 100 meters squared in size and will cover at least two percent of the planted mitigation area. These plots will be randomly placed throughout the planted riparian buffer mitigation area (11.81 acres) and will be representative of the riparian buffer restoration and enhancement areas where applicable (i.e. when enhancement credit is being generated from supplemental planting under 15A NCAC 02B .0295 (n)). The following data will be recorded for all trees in the plots: species, height, planting date (or volunteer), and grid location. All stems in plots will be flagged with flagging tape. There will be ten (10) fixed vegetation monitoring plots (**Figure 9**).

Photos will be taken at all vegetation plot origins each monitoring year and be provided in the annual reports. Visual inspections and photos will be taken to ensure that enhancement areas are being maintained and compliant. The measures of vegetative success for the Project will be the survival of at least four native hardwood tree species, where no one species is greater than 50 percent of stems, at a density of at least 260 stems per acre at the end of Year 5. Native volunteer species may be included to meet the performance standards as determined by NC Division of Water Resources (DWR).

A visual assessment of the conservation easement will also be performed each year to confirm:

- Fencing is in good condition throughout the site (if applicable);
- No livestock access within the conservation easement area;
- No encroachment has occurred;
- No invasive species in areas were invasive species were treated,
- Diffuse flow is being maintained in the conservation easement areas; and
- There has not been any cutting, clearing, filling, grading, or similar activities that would negatively affect the functioning of the buffer.

Table 7. Summary of Project Monitoring and Maintenance Activities

Component/ Feature	Monitoring	Maintenance through project close-out
Vegetation	Annual vegetation monitoring	Vegetation shall be maintained to ensure the health and vigor of the targeted plant community. Routine vegetation maintenance and repair activities may include supplemental planting, pruning, mulching, and fertilizing. Exotic invasive plant species shall be treated by mechanical and/or chemical methods. Any vegetation requiring herbicide application will be performed in accordance with NC Department of Agriculture (NCDA) rules and regulations. Vegetation maintenance activities will be documented and reported in annual monitoring reports. Vegetation maintenance will continue through the monitoring period.
Invasive and Nuisance Vegetation	Visual Assessment	Invasive and noxious species will be monitored and treated so that none become dominant or alter the desired community structure of the Project. Locations of invasive and nuisance vegetation will be mapped.
Project Boundary	Visual Assessment	Project boundaries shall be identified in the field to ensure clear distinction between the mitigation project and adjacent properties. Boundaries will be marked with signs identifying the property as a mitigation project and will include the name of the long-term steward and a contact number. Boundaries may be identified by fence, marker, bollard, post, tree-blazing, or other means as allowed by Project conditions and/or conservation easement. Boundary markers disturbed, damaged, or destroyed will be repaired and/or replaced on an as-needed basis. Easement monitoring and staking/ signage maintenance will continue in perpetuity as a stewardship activity.
Road Crossing	Visual Assessment	Road crossings within the Project may be maintained only as allowed by conservation easement or existing easement, deed restrictions, rights of way, or corridor agreements. Crossings in easement breaks are the responsibility of the landowner to maintain.
Livestock Fencing (if applicable)	Visual Assessment	Livestock fencing is to be placed outside the easement limits. Maintenance of fencing is the responsibility of the landowner.

4.2 Adaptive Management Plan and Site Maintenance

Adaptive measures will be developed, or appropriate remedial actions taken if in the event that the project, or a specific component of the project, fails to achieve the defined success criteria. DMS must approve all adaptive management plans prior to submittal to DWR.

Remedial actions will be designed to achieve the success criteria specified in this Mitigation Plan, and will include identification of the causes of failure, remedial design approach, work schedule, and monitoring criteria that will take into account physical and climatic conditions.

Initial plant maintenance may include a one-time mowing, prior to initial planting to remove undesirable species. If mowing is deemed necessary by RES during the monitoring period, RES must first receive approval by DMS and then by DWR prior to any mowing activities to ensure that no buffer violations have been performed. Failure to receive approval to mow within the Randleman Lake buffer, as defined in 15A NCAC 02B .0250, by DWR could result in Randleman Lake buffer violations and violations of the conservation easement. If necessary, RES will develop a species-specific control plan.

5 STEWARDSHIP

The Project will be transferred to the NCDEQ Stewardship Program. NCDEQ Stewardship Program shall serve as the conservation easement holder and entity responsible for long term stewardship of the Project. This party shall serve as conservation easement holder and long-term steward for the property and will conduct periodic inspection of the Project to ensure that restrictions required in the conservation easement are upheld. The NCDEQ Stewardship Program is developing an endowment system within the no reverting, interest-bearing Conservation Lands Conservation Fund Account. The use of funds from the Endowment Account will be governed by North Carolina General Statute GS 113A-232(d)(3). Interest gained by the endowment fund may be used for the purpose of stewardship, monitoring, stewardship administration, and land transaction costs, if applicable.

The Stewardship Program will periodically install signage as needed to identify boundary markings as needed. Any livestock or associated fencing or permanent crossings will be the responsibility of the owner of the underlying fee to maintain.

6 REFERENCES

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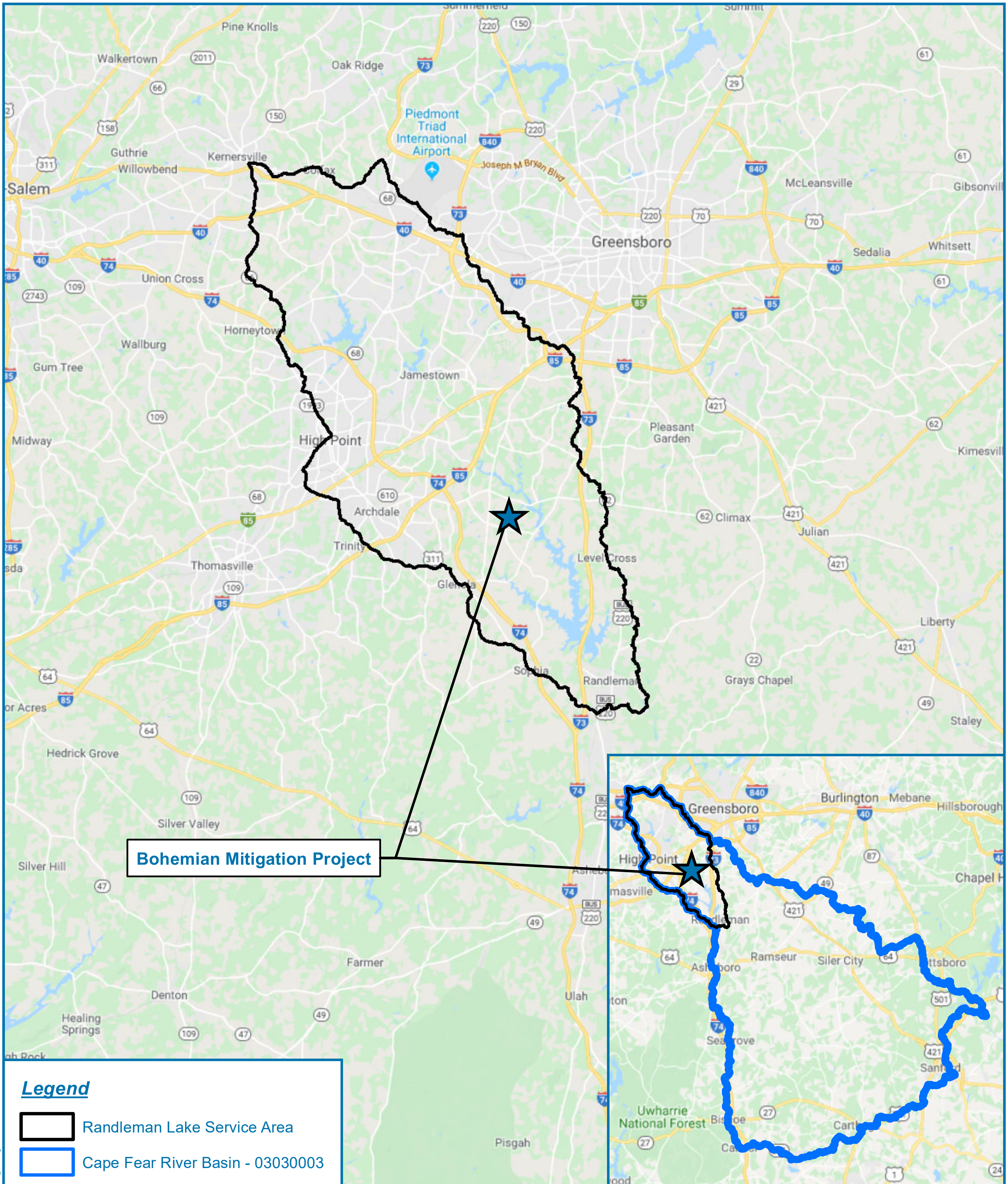
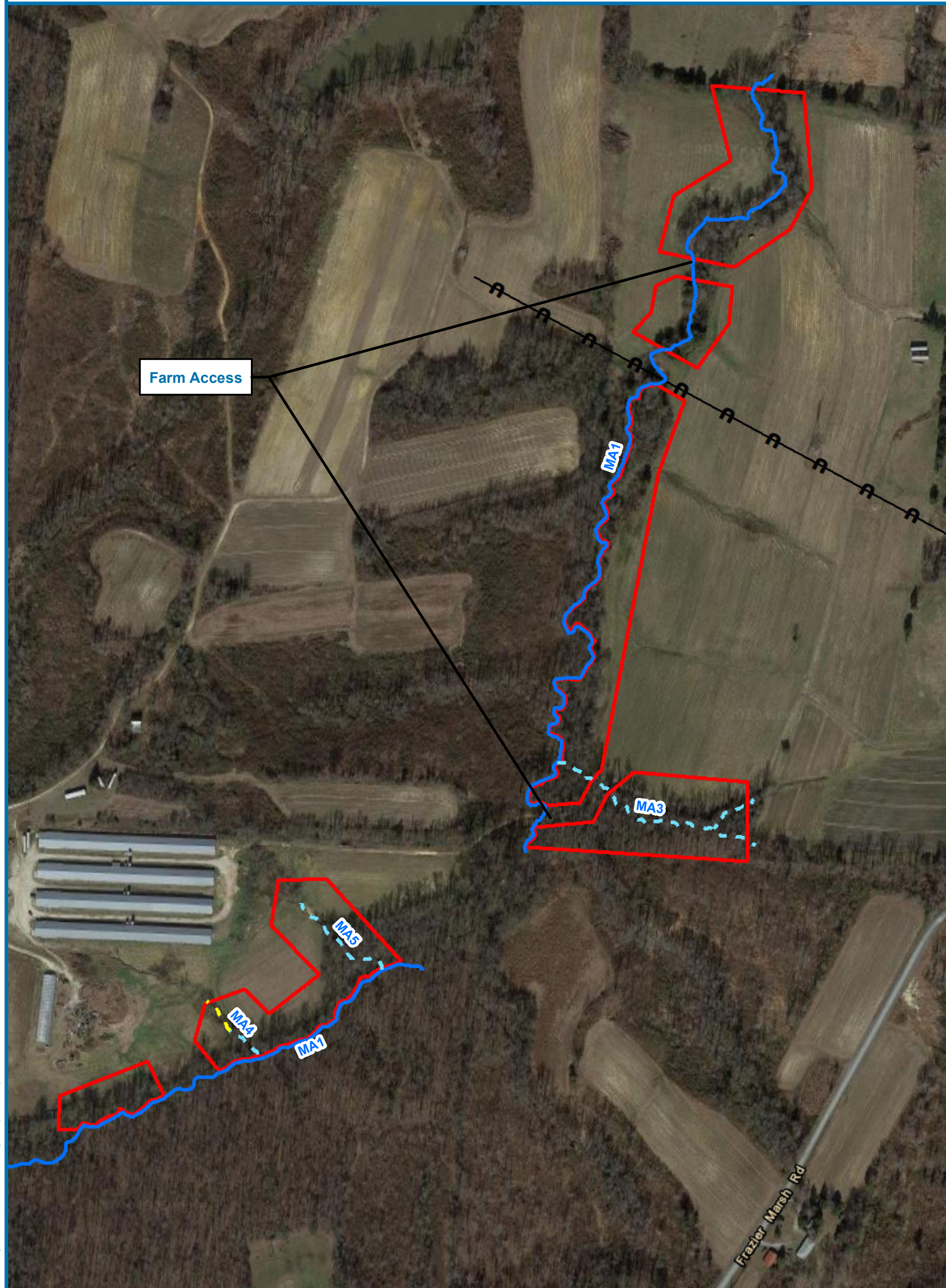
FIGURES



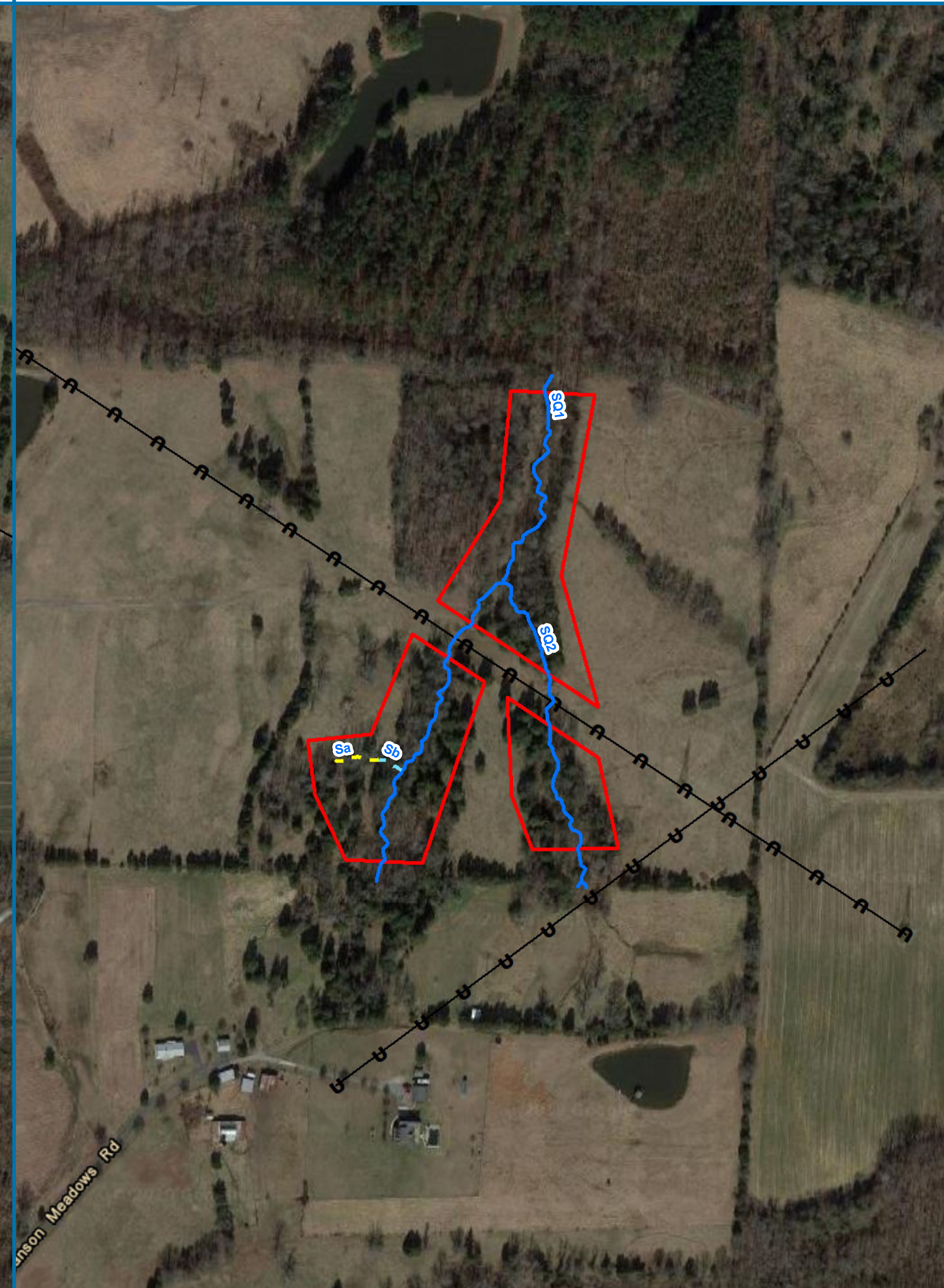
	N W E S 0 2.5 5 Miles	**Figure 1 - Service Area** **Bohemian Mitigation Project** **Guilford and Randolph Counties, North Carolina**	Date: 12/26/2019 Drawn by: MDE Checked by: JRM 1 inch = 5 miles

res

Bohemian - West



Bohemian - East



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Feet

Figure 2 - Existing Conditions

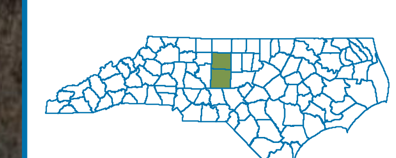
Bohemian Mitigation Project

Guilford and Randolph Counties, North Carolina

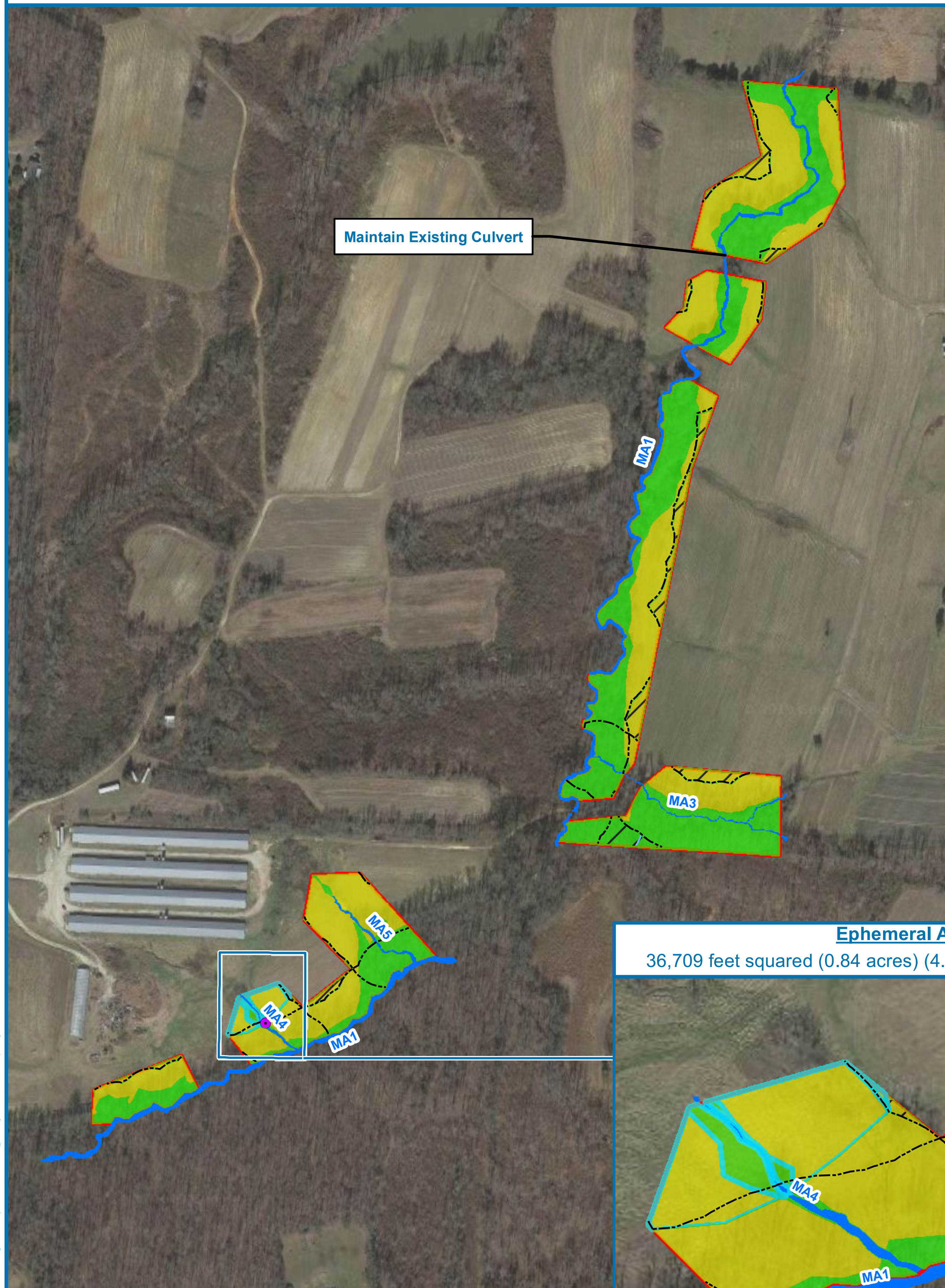
Date: 12/26/2019	Drawn by: MDE
Checked by: JRM	1 in = 400 feet

Legend

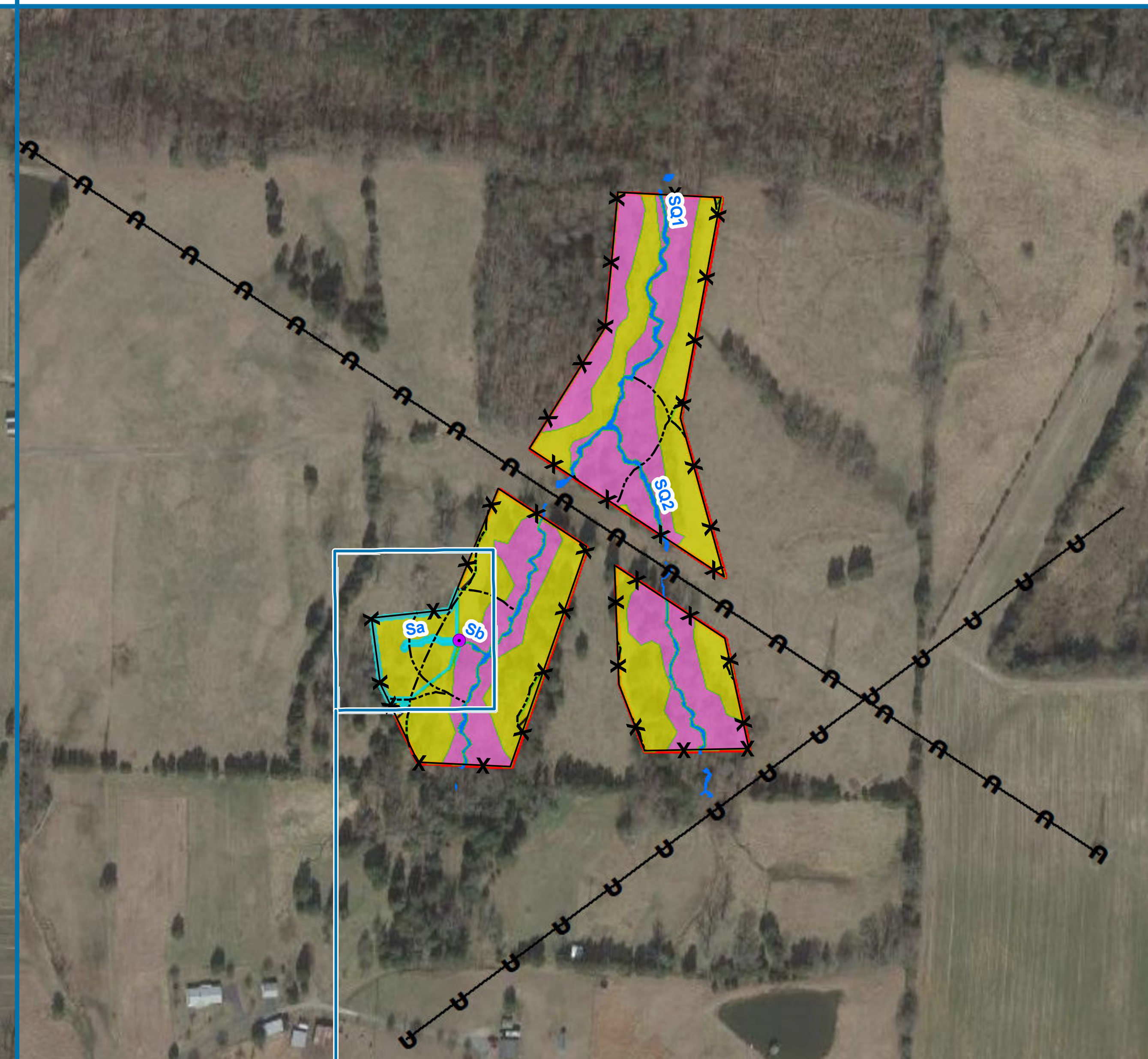
Proposed Easement
Powerline
Stream Determination
Perennial
Intermittent
Ephemeral



Bohemian - West



Bohemian - East



Ephemeral Acreage Used:

36,709 feet squared (0.84 acres) (4.2% of the 22.10 total mitigation area)

Riparian Buffer Mitigation						
Riparian Zone	**Mitigation Type**	**Existing Area**	**Used Area**Δ	**Ratio**	**% Full Credit**	**Mitigation Assets**
0-100'	Restoration	469,799 ft² (10.79 ac)	469,799 ft² (10.79 ac)	1 :1	100%	469,799.000 ft² (10.79 ac)
	Enhancement	144,337 ft² (3.31 ac)	144,337 ft² (3.31 ac)	2 :1	100%	72,168.500 ft² (1.66 ac)
	Preservation	294,247 ft² (6.75 ac)	219,588 ft² (5.04 ac)	10 :1	100%	21,958.800 ft² (0.50 ac)
101-200'	Restoration	44,629 ft² (1.02 ac)	44,629 ft² (1.02 ac)	1 :1	33%	14,727.585 ft² (0.34 ac)
	Preservation	9,494 ft² (0.22 ac)	0 ft² (0.00 ac)	10 :1	33%	0.000 ft² (0.00 ac)
Total Restoration		**514,428 ft² (11.81 ac)**	**514,428 ft² (11.81 ac)**	**484,526.585 ft² (11.12 ac)***		
Total Enhancement		**144,337 ft² (3.31 ac)**	**144,337 ft² (3.31 ac)**	**72,168.500 ft² (1.66 ac)***		
Total Preservation		**303,741 ft² (6.97 ac)**	**219,588 ft² (5.04 ac)**	**21,959.000 ft² (0.50 ac)***		
Total Buffer Mitigation		**962,506 ft² (22.10 ac)**	**734,019 ft² (16.85 ac)**	**578,654.085 ft² (10.79 ac)***		

** Includes ratios and credit reductions*

Δ According to 15A NCAC 02B .0295 (o) (4) and (5), "the area of preservation credit within a buffer mitigation site shall comprise of no more than 25% of the total area of buffer mitigation

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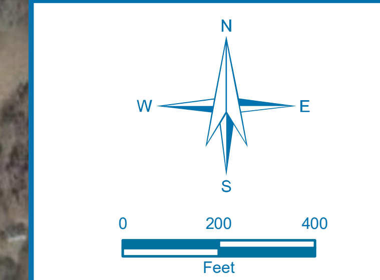


Figure 3 - Concept Design for Riparian Buffer Mitigation

Bohemian Mitigation Project

Guilford and Randolph Counties, North Carolina

Date: 12/27/2019	Drawn by: MDE
Checked by: JRM	1 in = 400 feet

Legend

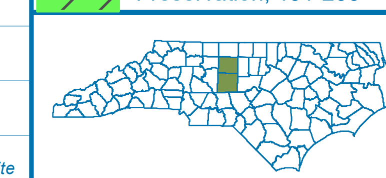
- Proposed Easement (22.78 ac)
- Proposed Fence
- Stream Top of Bank
- Powerline

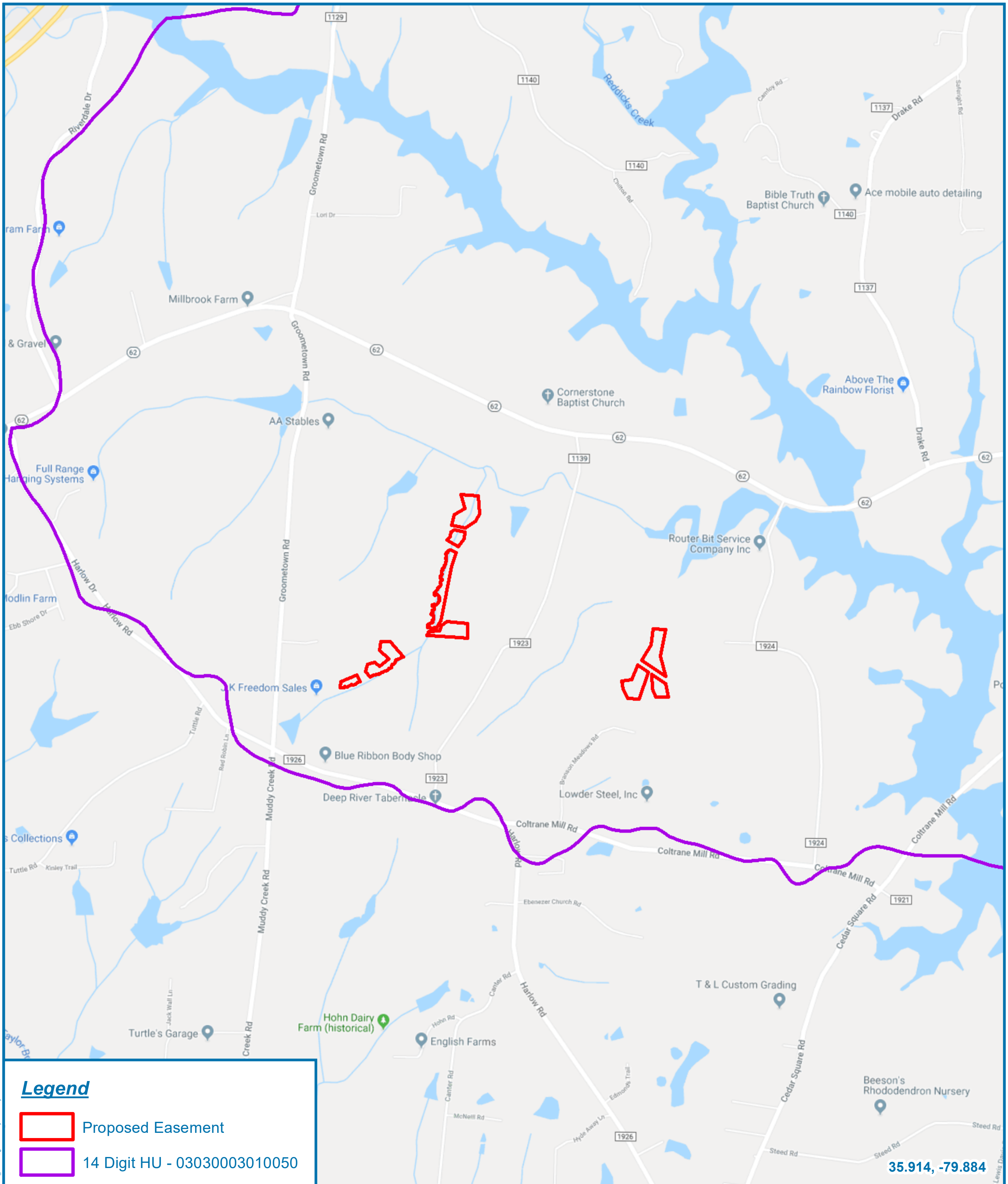
Buffer Width

- 100
- 200
- E/I Point

Approach

- Restoration, 0-100'
- Restoration, 0-100' (Ephemeral)
- Restoration, 101-200'
- Restoration, 101-200' (Ephemeral)
- Enhancement, 0-100'
- Preservation, 0-100'
- Preservation, 0-100' (Ephemeral)
- Preservation, 101-200'





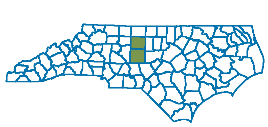
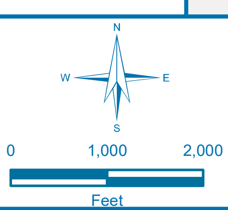



Figure 4 - Project Vicinity

Bohemian Mitigation Project

Guilford and Randolph Counties, North Carolina

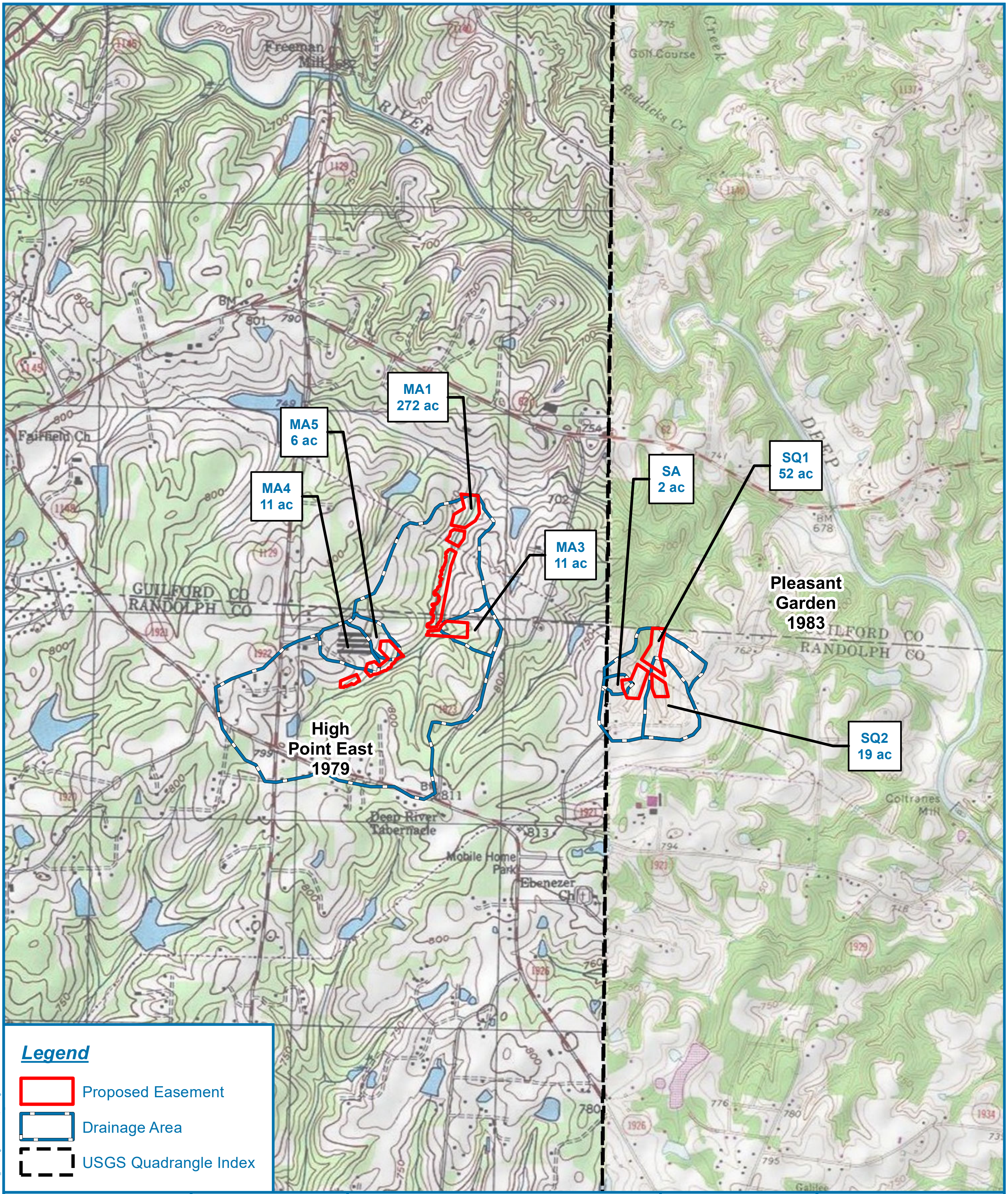
Date: 9/16/2019

Drawn by: MDE

Checked by: JRM

1 inch = 2,000 feet

Document Path: S:\@RES GIS\Projects\NC\Bohemian\MXDs\5_BPDP\Figure 4 - Project Vicinity - Bohemian.mxd



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Feet

Figure 5 - USGS Quadrangle

Bohemian Mitigation Project

Guilford and Randolph Counties, North Carolina

Date: 9/16/2019

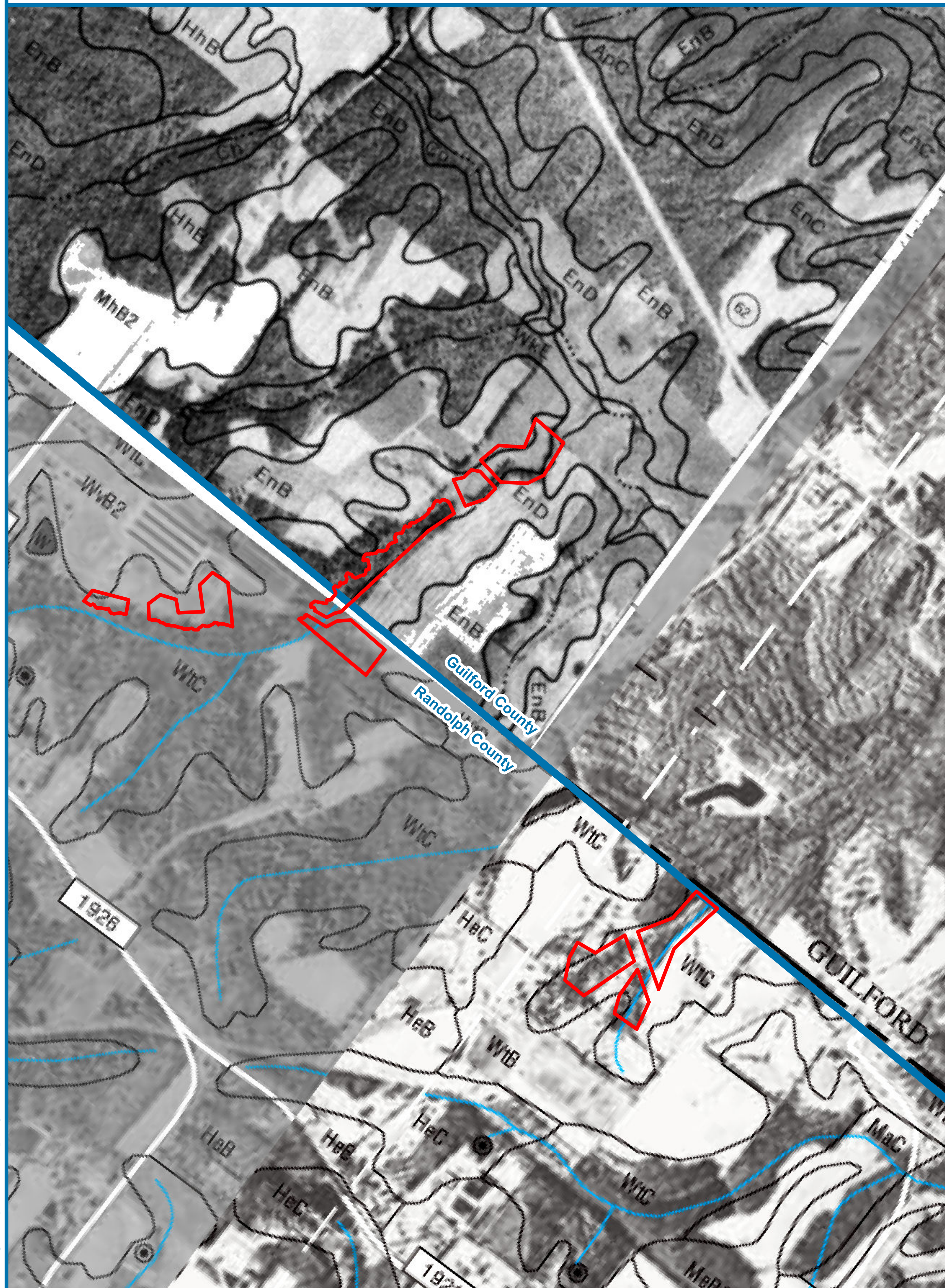
Drawn by: MDE

Checked by: JRM

1 inch = 2,000 feet

res

Guilford County Soil Survey (1977) & Randolph County Soil Survey (2016)



NRCS Web Soil Survey (2019)

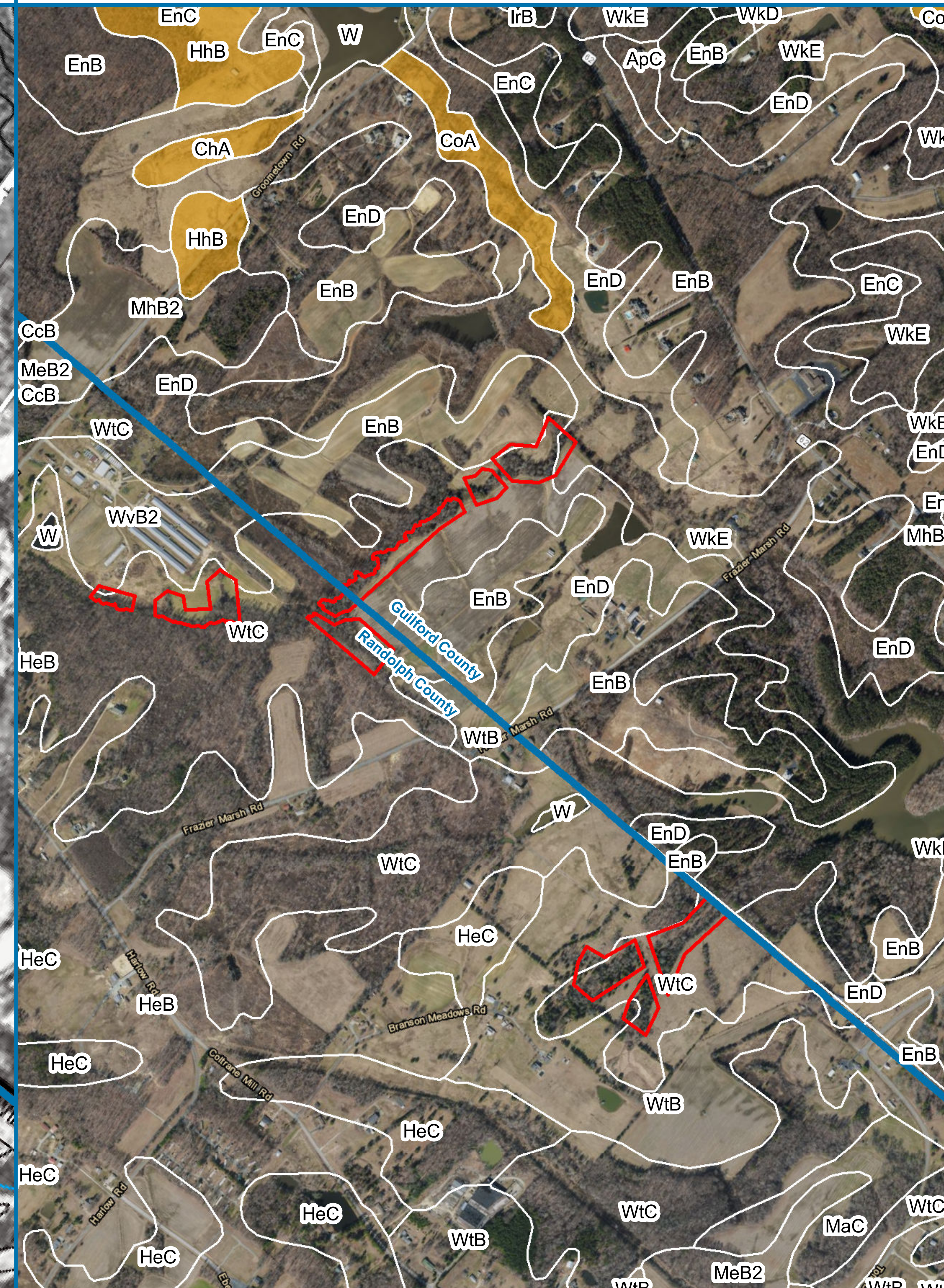


Figure 6 - Mapped Soils

Bohemian Mitigation Project

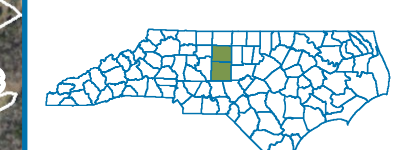
Guilford and Randolph Counties, North Carolina

0 500 1,000
Feet

Date: 9/16/2019	Drawn by: MDE
Checked by: JRM	1 in = 1,000 feet

Legend

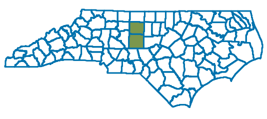
- Proposed Easement
- Countyline
- Hydric (100%)
- Predominantly Hydric (66-99%)
- Predominantly Hydric (33-65%)
- Predominantly Nonhydric (1-32%)
- Nonhydric (0%)



Legend

Proposed Easement

NWI Wetland (USFWS 10/29/2018)



N W E S

0 350 700

Feet

Figure 7 - National Wetlands Inventory

Bohemian Mitigation Project

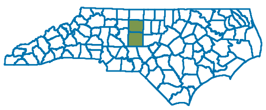
Guilford and Randolph Counties, North Carolina

Date: 9/16/2019

Drawn by: MDE

Checked by: JRM

1 inch = 700 feet



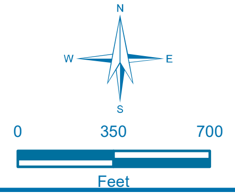


Figure 8 - National Flood Hazard Layer

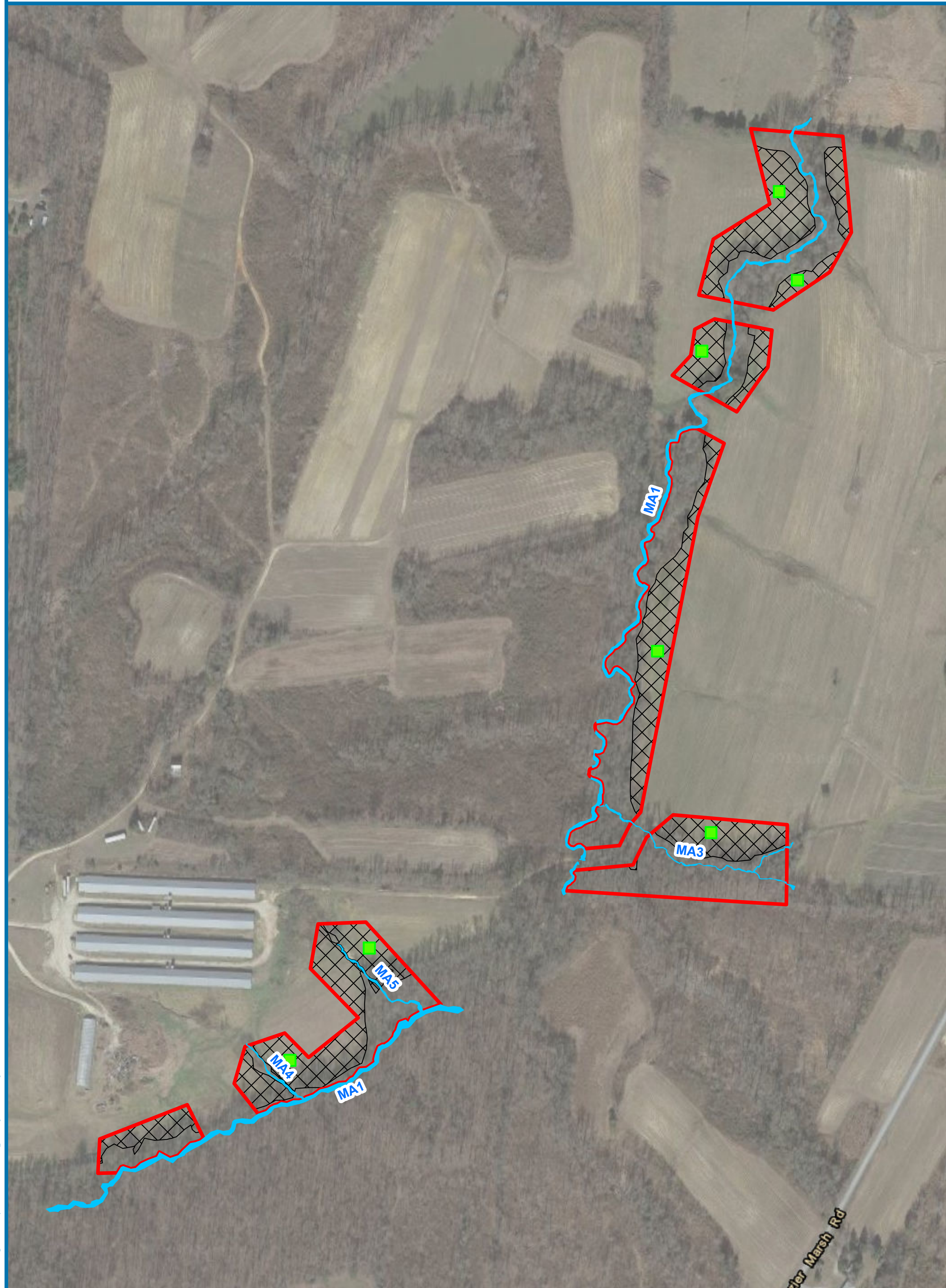
Bohemian Mitigation Project

Guilford and Randolph Counties, North Carolina

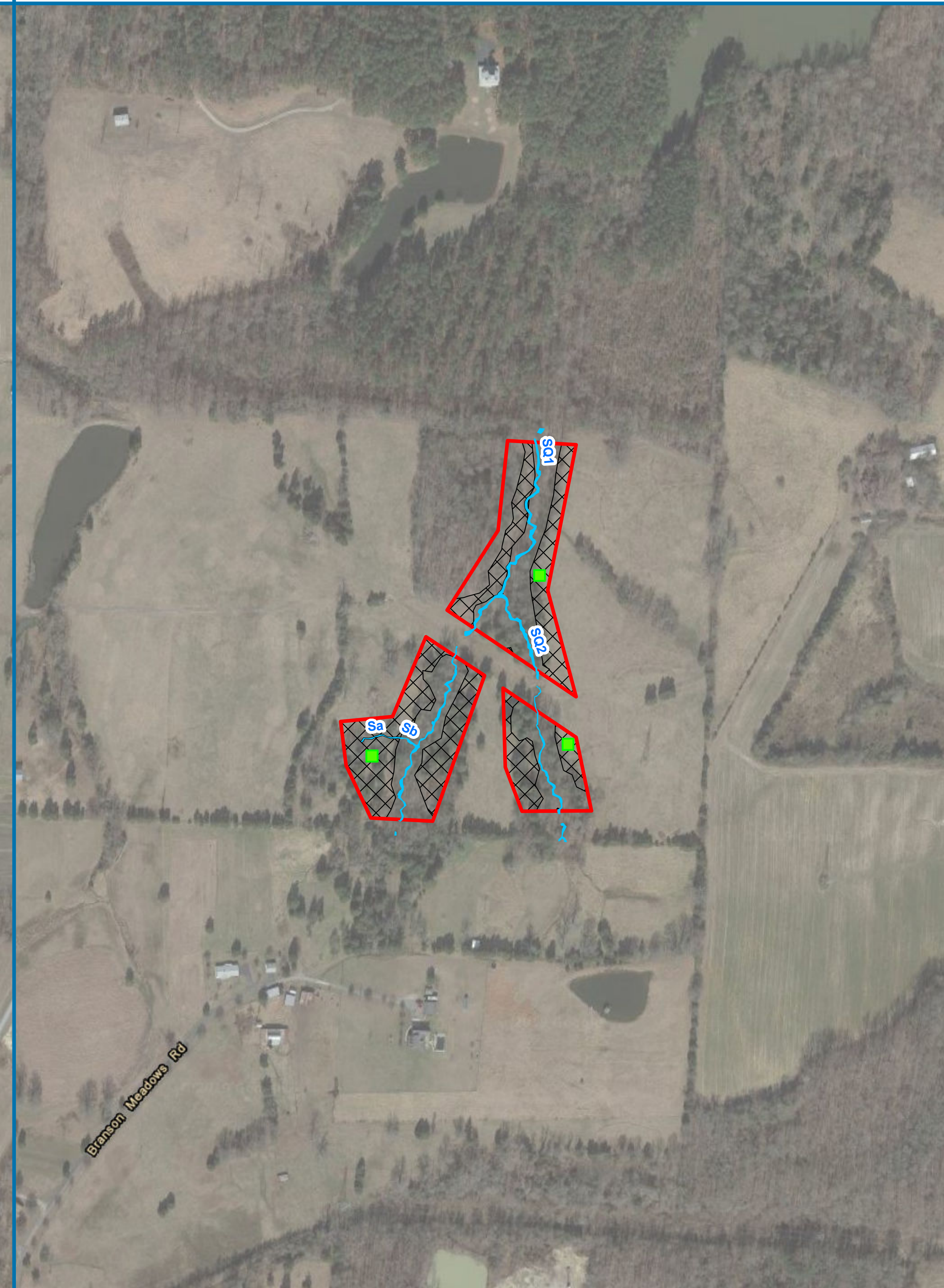
Date: 9/16/2019	
Drawn by: MDE	
Checked by: JRM	
1 inch = 700 feet	

res

Bohemian - West



Bohemian - East



res

N
W
E
S
0 200 400
Feet

Figure 9 - Monitoring Plan

Bohemian Mitigation Project

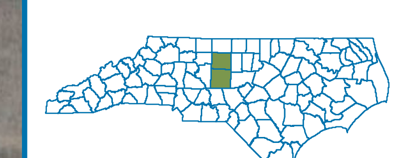
Guilford and Randolph Counties, North Carolina

Date: 12/26/2019	Drawn by: MDE
Checked by: JRM	1 in = 400 feet

Legend

- Proposed Easement
- Planting Area (11.81 ac)
- Vegatation Plot
- Stream Top of Bank

Note: There will be a total of 10 vegetation plots. Vegetation plot locations shown are all proposed locations.



APPENDICES

<u>Appendix A</u>

NCDWR Stream Determination Letter

NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
LINDA CULPEPPER
Interim Director

July 24, 2018

Brad Breslow
Resource Environmental Solutions
302 Jefferson St 110
Raleigh, NC 27605

Subject: On-Site Determination for Applicability to the Randleman Lake Buffer Rules (15A NCAC 2B .0250)

Subject Property: Bohemian Mitigation Site, 2646 Banner Whitehead Rd, Sophia NC, Randolph County

Dear Mr. Breslow:

On June 12, 2018, at your request, Sue Homewood conducted an on-site determination to review features located on the subject project for stream determinations with regards to the above noted state regulations. Katie Merritt with the Division of Water Resources (Division) – 401 & Buffer Permitting Branch was also present during the site visit.

The attached sketch depicts the channels that were reviewed during the site visit. Channels SQ1 and SQ@, shown on the attached sketch were determined to be perennial channels and subject to the Randleman Buffer Rules cited above. However, a portion of channel SQ2 was identified in the field where a channel does not exist and therefore would not be subject to the Randleman Buffer Rules. This portion is shown on the attached sketch as the "Channel Terminus" and continues through the downstream side of the utility corridor where a channel forms again. A side channel to SQ1 was determined to be intermittent at a point identified on the attached sketch. This portion of channel is subject to the Randleman Buffer Rules however the ephemeral channel above this location (start point identified) is not subject to the Randleman Buffer Rules. Channel SQ3 was determined to be intermittent at a point identified on the attached sketch. This portion of channel is subject to the Randleman Buffer Rules however the ephemeral channel above this location (to the top of the project area) is not subject to the Randleman Buffer Rules. These regulations are subject to change in the future.

The owner (or future owners) should notify the Division (and other relevant agencies) of this decision in any future correspondences concerning this property. This on-site determination shall expire five (5) years from the date of this letter.

Landowners or affected parties that dispute a determination made by the Division or Delegated Local Authority that a surface water exists and that it is subject to the buffer rule may request a determination by the Director. A request for a determination by the Director shall be referred to the Director in writing c/o 401 & Buffer Permitting Branch, 1650 Mail Service Center, Raleigh, NC 27699-1650. Individuals that dispute a determination by the Division or Delegated Local Authority that "exempts" surface water from the buffer rule may ask for an adjudicatory hearing. You must act within 60 days of the date that you receive this letter. Applicants are hereby notified that the 60-day statutory appeal time does not start until the affected party (including downstream and adjacent landowners) is notified of this decision. The Division recommends that the applicant conduct this notification in order to be certain that third party appeals are made in a timely manner. To ask for a hearing, send a written petition, which conforms to Chapter 150B of the North Carolina General Statutes to the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, N.C. 27699-6714. This determination is final and binding unless you ask for a hearing within 60 days.

This letter only addresses the applicability to the buffer rules and does not approve any activity within Waters of the United States or Waters of the State or their associated buffers. If you have any additional questions or require additional information, please contact me at 336-776-9693 or sue.homewood@ncdenr.gov.

Sincerely,

Sue Homewood

Sue Homewood
Winston-Salem Regional Office

Enclosures: USGS Topo Map
RES Existing Conditions Map

Cc: Shannon Queen, 1002 Bradford Ln, Archdale NC 27263
Katie Merritt, DWR (via email)
DWR, Winston-Salem Regional Office

NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
LINDA CULPEPPER
Interim Director

July 24, 2018

Brad Breslow
Resource Environmental Solutions
302 Jefferson St 110
Raleigh, NC 27605

Subject: On-Site Determination for Applicability to the Randleman Lake Buffer Rules (15A NCAC 2B .0250)

Subject Property: County Line Mitigation Site, 7074 Muddy Creek Rd, Archdale NC, Randolph County

Dear Mr. Breslow:

On June 12, 2018, at your request, Sue Homewood conducted an on-site determination to review features located on the subject project for stream determinations with regards to the above noted state regulations. Katie Merritt with the Division of Water Resources (Division) – 401 & Buffer Permitting Branch was also present during the site visit.

The attached sketch depicts the channels that were reviewed during the site visit. Channels MA3, and a small tributary at the top of MA3, MA4 and MA5 as shown on the attached sketch were determined to be intermittent channels at the start points identified on the sketch. Channel MA1 was determined to be a perennial stream throughout the project area. These channels are subject to the Randleman Buffer Rules cited above. Channel MA2 was determined to not be a stream channel and therefore it, and Pond 1, are not subject to the Randleman Buffer Rules cited above. Pond 2 was directly connected to a subject stream channel immediately below the pond and therefore Pond 2 is subject to the Randleman Buffer Rules cited above. These regulations are subject to change in the future.

The owner (or future owners) should notify the Division (and other relevant agencies) of this decision in any future correspondences concerning this property. This on-site determination shall expire five (5) years from the date of this letter.

Landowners or affected parties that dispute a determination made by the Division or Delegated Local Authority that a surface water exists and that it is subject to the buffer rule may request a determination by the Director. A request for a determination by the Director shall be referred to the Director in writing c/o 401 & Buffer Permitting Branch, 1650 Mail Service Center, Raleigh, NC 27699-1650. Individuals that dispute a determination by the Division or Delegated Local Authority that "exempts" surface water from the buffer rule may ask for an adjudicatory hearing. You must act within 60 days of the date that you receive this letter. Applicants are hereby notified that the 60-day statutory appeal time does not start until the affected party (including downstream and adjacent landowners) is notified of this decision. The Division recommends that the applicant conduct this notification in order to be certain that third party appeals are made in a timely manner. To ask for a hearing, send a written petition, which conforms to Chapter 150B of the North Carolina General Statutes to the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, N.C. 27699-6714. This determination is final and binding unless you ask for a hearing within 60 days.

This letter only addresses the applicability to the buffer rules and does not approve any activity within Waters of the United States or Waters of the State or their associated buffers. If you have any additional questions or require additional information, please contact me at 336-776-9693 or sue.homewood@ncdenr.gov.

Sincerely,

Sue Homewood
Winston-Salem Regional Office

Enclosures: USGS Topo Map
RES Existing Conditions Map

Cc: Morgan Agri Properties, 6521 Tom Ball Rd, Randleman NC 27317
Katie Merritt, DWR (via email)
DWR, Winston-Salem Regional Office

Appendix B

NCDWR Mitigation Viability Letter

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
LINDA CULPEPPER
Interim Director

NORTH CAROLINA
Environmental Quality

August 10, 2018

Jeremy Schmid
Resource Environmental Solutions
302 Jefferson Street, Suite 110
Raleigh, NC 27605
(via electronic mail: jschmid@res.us)

Re: Site Viability for Buffer Mitigation & Nutrient Offset – Bohemian Site
Located off Frazier Marsh Rd in Sophia, NC at 35.91234, -79.87447
Randleman Lake Watershed/HUC 03030003
Randolph County

Dear Mr. Schmid,

On April 16, 2018, Katie Merritt, with the Division of Water Resources (DWR), received a request from you on behalf of Resource Environmental Solutions, LLC (RES) for a site visit near the above-referenced site in the Randleman Lake Watershed of the Cape Fear River Basin. The site visit was to determine the potential for riparian buffer mitigation within a proposed Easement Boundary, which is more accurately shown in the attached map labeled "Existing Conditions Map-Post Site Visit" and initialed by Ms. Merritt on August 10, 2018. On June 12, 2018, Ms. Merritt performed a site assessment of the subject site.

Ms. Merritt's evaluation of the features onsite and their associated mitigation determination for the riparian areas are provided in the table below. This evaluation was made from Top of Bank (TOB) and landward 200' from each feature for buffer mitigation pursuant to 15A NCAC 02B .0295 (effective November 1, 2015).

Feature	Classification onsite	[1]Subject to Buffer Rule	Riparian Land uses adjacent to Feature (0-200')	Buffer Credit Viable	[2]Nutrient Offset Viable at 2,273 lbs/acre	Mitigation Type Determination w/in riparian areas
SQ1	Stream	Yes	Combination of forested & non-forested pasture grazed by cattle See map for farm path	Yes[3,4]	N/A	Non-forested areas & old path - **Restoration Site** per 15A NCAC 02B .0295 (n) Forested areas - **Enhancement Site** per 15A NCAC 02B .0295 (o)(6) if fence is installed or Preservation Site per 15A NCAC 02B .0295 (o)(5) if fence isn't installed.

Feature	Classification onsite	[1]Subject to Buffer Rule	Riparian Land uses adjacent to Feature (0-200')	Buffer Credit Viable	[2]Nutrient Offset Viable at 2,273 lbs/acre	Mitigation Type Determination w/in riparian areas
Sa	Ephemeral	No	Combination of partially forested & non-forested pasture grazed by cattle (see map)	Yes[5]	N/A	Non-forested areas - Restoration Site per 15A NCAC 02B .0295 (n) Partially Forested areas - Enhancement Site per 15A NCAC 02B .0295 (7)
Sb At DWR flag	Stream	Yes	Combination of forested & non-forested pasture grazed by cattle	Yes[3,4]	N/A	Non-forested areas - Restoration Site per 15A NCAC 02B .0295 (n) Forested areas - **Enhancement Site** per 15A NCAC 02B .0295 (o)(6) if fence is installed or Preservation Site per 15A NCAC 02B .0295 (o)(5) if fence isn't installed.
SQ2 below "channel terminus"	Stream	Yes	Combination of forested & non-forested pasture grazed by cattle	Yes[3,4]	N/A	Non-forested areas - Restoration Site per 15A NCAC 02B .0295 (n) Forested areas - **Enhancement Site** per 15A NCAC 02B .0295 (o)(6) if fence is installed or Preservation Site per 15A NCAC 02B .0295 (o)(5) if fence isn't installed.
SQ3 upstream	Ephemeral	No	Non-forested pasture	No[5]	N/A	Does not meet all of 15A NCAC 02B .0295 (o)(7)
SQ3 Downstream At DWR flag	Stream	Yes	Non-forested pasture	Yes	N/A	Restoration Site per 15A NCAC 02B .0295 (n)
Pond	Not assessed	N/A	Non-forested pasture	N/A	N/A	Currently not proposed as part of Site

[1]Subjectivity calls for the features were determined by DWR in correspondence dated July 24, 2018 using the 1:24,000 scale quadrangle topographic map prepared by USGS and the most recent printed version of the soil survey map prepared by the NRCS

[2] *NC Division of Water Resources - Methodology and Calculations for determining Nutrient Reductions associated with Riparian Buffer Establishment*

[3]The area of preservation credit within a buffer mitigation site shall comprise of no more than 25 percent (25%) of the total area of buffer mitigation per 15A NCAC 0295 (o)(5) and 15A NCAC 0295 (o)(4). Site cannot be a Preservation Only site to comply with this rule.

[4]The area described as an Enhancement Site was assessed and determined to comply with all of 15A NCAC 02B .0295(o)(6). Cattle exclusion fencing is required to be installed around the mitigation area to get buffer credit under this part of the rule.

[5]The area of the mitigation site on ephemeral channels shall comprise no more than 25 percent (25%) of the total area of buffer mitigation per 15A NCAC 02B .0295 (o)(7).

This letter does not constitute an approval of this site to generate mitigation credits. Pursuant to 15A NCAC 02B .0295, a mitigation proposal and a mitigation plan shall be submitted to DWR for written approval **prior** to conducting any mitigation activities in riparian areas and/or surface waters for buffer mitigation credit.

All vegetative plantings, performance criteria and other mitigation requirements for riparian restoration, enhancement and preservation must follow the requirements in 15A NCAC 02B .0295 to be eligible for riparian buffer mitigation credits.

This viability assessment will expire on August 10, 2020 or upon the submittal of an As-Built Report to the DWR, whichever comes first. This letter should be provided in all stream, wetland or buffer mitigation plans for this Site.

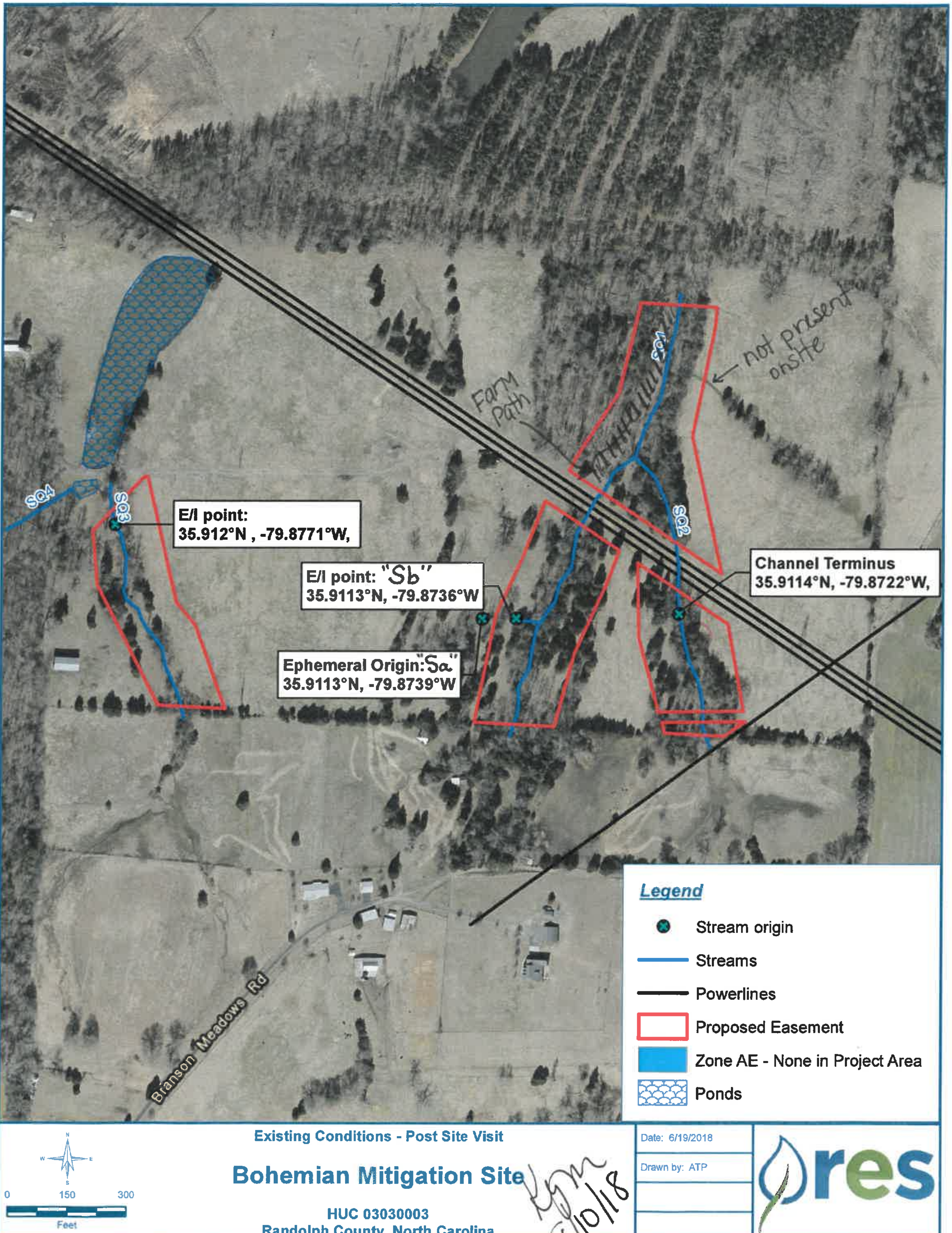
Please contact Katie Merritt at (919)-707-3637 if you have any questions regarding this correspondence.

Sincerely,

Karen Higgins, Supervisor
401 and Buffer Permitting Branch

KAH/*km*
Attachments: Existing Conditions Map-Post Site Visit

cc: File Copy (Katie Merritt)



Existing Conditions - Post Site Visit

Bohemian Mitigation Site

HUC 03030003
Randolph County, North Carolina

KGM
8/10/18

Date: 6/19/2018

Drawn by: ATP

res

NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
LINDA CULPEPPER
Interim Director

August 8, 2018

Jeremy Schmid
Resource Environmental Solutions
302 Jefferson Street, Suite 110
Raleigh, NC 27605
(via electronic mail: jschmid@res.us)

Re: Site Viability for Buffer Mitigation & Nutrient Offset – County Line Site
Located near 7074 Muddy Creek Rd, Archdale, NC
Randleman Lake Watershed/HUC 03030003
Randolph County

Dear Mr. Schmid,

On April 16, 2018, Katie Merritt, with the Division of Water Resources (DWR), received a request from you on behalf of Resource Environmental Solutions, LLC (RES) for a site visit near the above-referenced site in the Randleman Lake Watershed of the Cape Fear River Basin. The site visit was to determine the potential for riparian buffer mitigation within a proposed Easement Boundary, which is more accurately shown in the attached map labeled "Existing Conditions Map-Post Site Visit" and initialed by Ms. Merritt on August 8, 2018. On June 12, 2018, Ms. Merritt performed a site assessment of the subject site.

Ms. Merritt's evaluation of the features onsite and their associated mitigation determination for the riparian areas are provided in the table below. This evaluation was made from Top of Bank (TOB) and landward 200' from each feature for buffer mitigation pursuant to 15A NCAC 02B .0295 (effective November 1, 2015).

Feature	Classification onsite	[1]Subject to Buffer Rule	Riparian Land uses adjacent to Feature (0-200')	Buffer Credit Viable	[2]Nutrient Offset Viable at 2,273 lbs/acre	Mitigation Type Determination w/in riparian areas
Pond 2	In-line Pond	Yes	Non-forested pasture around the perimeter of the pond	Yes	N/A	Proposed Easement boundary alignment *(see map)* does not meet mitigation expectations for ponds and will require additional measures to be implemented prior to approval for mitigation. Pond Perimeter - **Restoration Site** per 15A NCAC 02B .0295 (n)

Feature	Classification onsite	[1]Subject to Buffer Rule	Riparian Land uses adjacent to Feature (0-200')	Buffer Credit Viable	[2]Nutrient Offset Viable at 2,273 lbs/acre	Mitigation Type Determination w/in riparian areas
Pond 1	Off-line pond	No	N/A	No	N/A	N/A
MA2	Wetland	No	N/A	No	N/A	N/A
F At DWR flag	Stream	Yes	Streamside assemblage is mature forest w/ recent timbering; non-forested ag fields along right bank	Yes[3]	N/A	Fields - **Restoration Site** per 15A NCAC 02B .0295 (n) Forested areas - **Preservation Site** per 15A NCAC 02B .0295 (o)(5)
MA3 At DWR flag	Stream	Yes	Streamside assemblage is mature forest w/ recent timbering; non-forested ag fields along right bank	Yes[3]		Fields - **Restoration Site** per 15A NCAC 02B .0295 (n) Forested areas - **Preservation Site** per 15A NCAC 02B .0295 (o)(5)
MA1	Stream	Yes	Streamside assemblage is mature forest with full canopy adjacent to non-forested ag fields	Yes[3]	N/A	Fields - **Restoration Site** per 15A NCAC 02B .0295 (n) Forested areas - **Preservation Site** per 15A NCAC 02B .0295 (o)(5)
MA5 At DWR flag	Stream	Yes	Combination of non-forested fields and mature forest	Yes[3]	N/A	Fields - **Restoration Site** per 15A NCAC 02B .0295 (n) Forested areas - **Preservation Site** per 15A NCAC 02B .0295 (o)(5)
MA4 upstream	Ephemeral	No	non-forested fields	Yes[5]		Fields – **Restoration Site per** 15A NCAC 02B .0295 (o)(7).
MA4 down - stream	Stream	Yes	Combination of non-forested fields and mature forest			Fields - **Restoration Site** per 15A NCAC 02B .0295 (n) Forested areas - **Preservation Site** per 15A NCAC 02B .0295 (o)(5)

[1]Subjectivity calls for the features were determined by DWR in correspondence dated July 24, 2018 using the 1:24,000 scale quadrangle topographic map prepared by USGS and the most recent printed version of the soil survey map prepared by the NRCS

[2] *NC Division of Water Resources - Methodology and Calculations for determining Nutrient Reductions associated with Riparian Buffer Establishment*

[3]The area of preservation credit within a buffer mitigation site shall comprise of no more than 25 percent (25%) of the total area of buffer mitigation per 15A NCAC 0295 (o)(5) and 15A NCAC 0295 (o)(4). Site cannot be a Preservation Only site to comply with this rule.

[4]The area described as an Enhancement Site was assessed and determined to comply with all of 15A NCAC 02B .0295(o)(6). Cattle exclusion fencing is required to be installed around the mitigation area to get buffer credit under this part of the rule.

[5]The area of the mitigation site on ephemeral channel shall comprise no more than 25 percent (25%) of the total area of buffer mitigation per 15A NCAC 02B .0295 (o)(7).

This letter does not constitute an approval of this site to generate mitigation credits. Pursuant to 15A NCAC 02B .0295, a mitigation plan shall be submitted to DWR for written approval **prior** to conducting any mitigation activities in riparian areas and/or surface waters for buffer mitigation credit. Where riparian areas adjacent to ponds are proposed for buffer mitigation credit, the entire pond must be protected with a permanent conservation easement to be viable to generate buffer mitigation credits. Otherwise, additional measures as determined by DWR will be required to be viable to generate mitigation credits.

All vegetative plantings, performance criteria and other mitigation requirements for riparian restoration, enhancement and preservation must follow the requirements in 15A NCAC 02B .0295 to be eligible for riparian buffer mitigation credits.

This viability assessment will expire on August 8, 2020 or upon the submittal of an As-Built Report to the DWR, whichever comes first. This letter should be provided in all stream, wetland or buffer mitigation plans for this Site.

Please contact Katie Merritt at (919)-707-3637 if you have any questions regarding this correspondence.

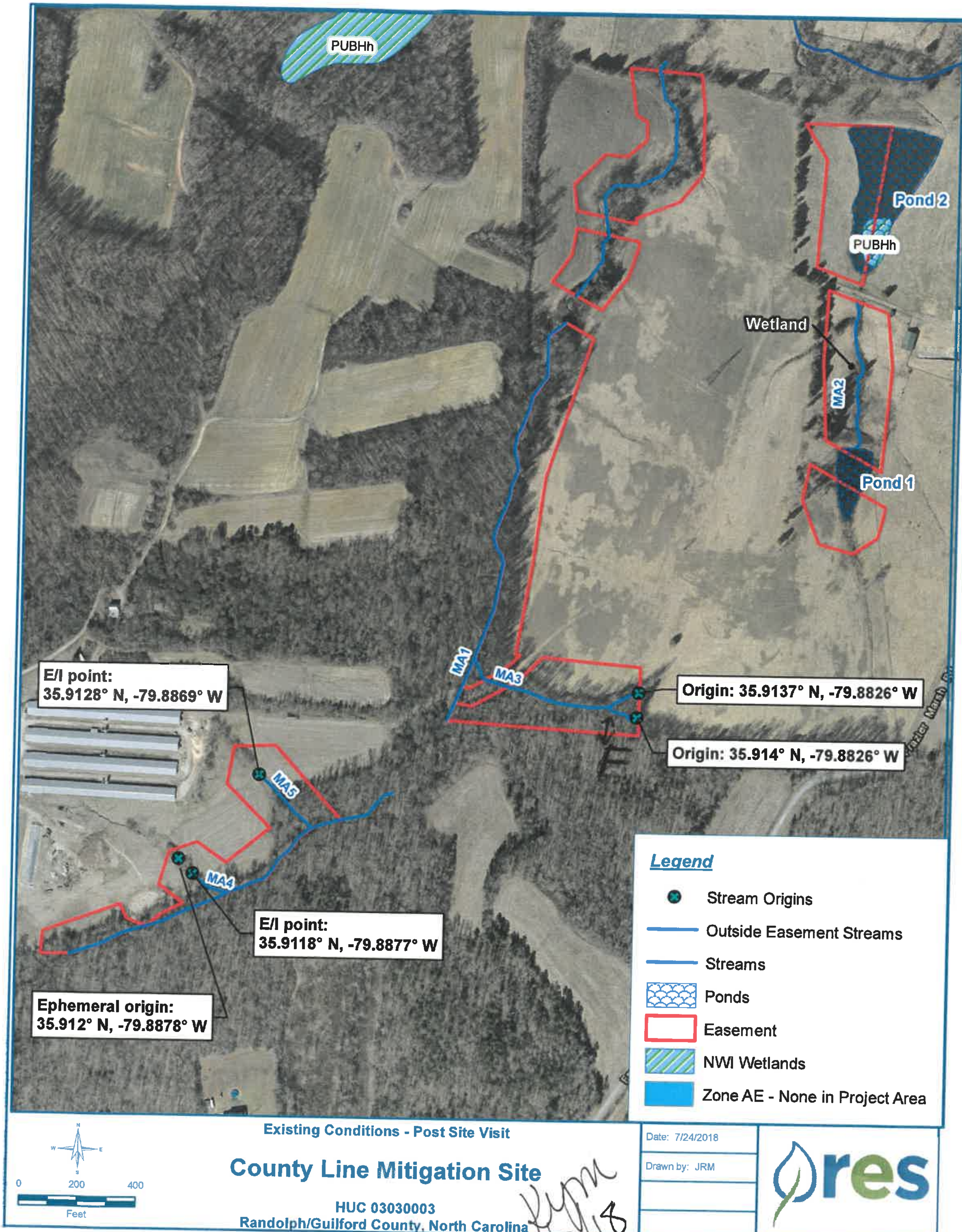
Sincerely,

For Shelton Sullivan

Karen Higgins, Supervisor
401 and Buffer Permitting Branch

KAH/*km*
Attachments: Existing Conditions Map-Post Site Visit

cc: File Copy (Katie Merritt)



Existing Conditions - Post Site Visit

County Line Mitigation Site

HUC 03030003

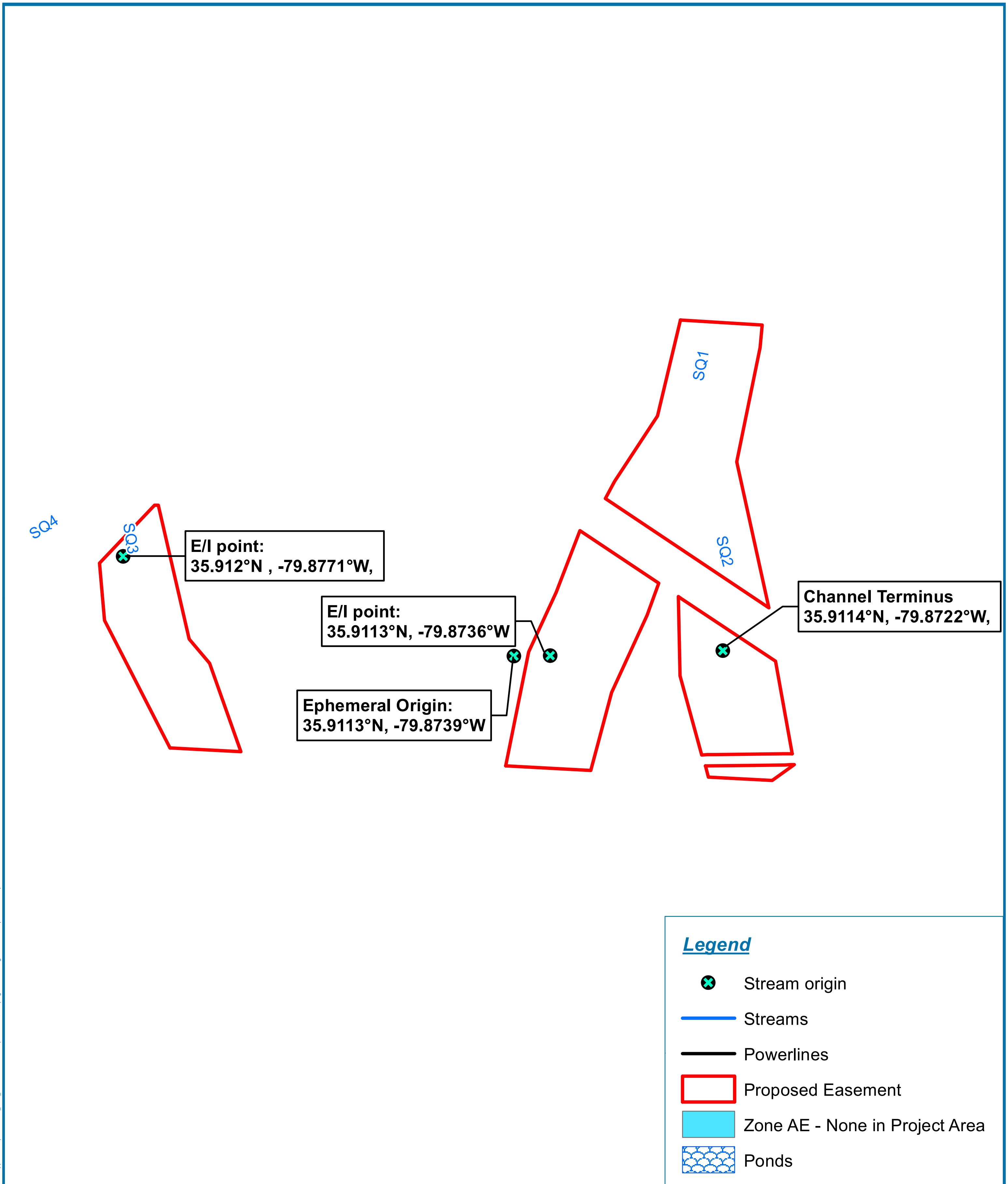
Randolph/Guilford County, North Carolina

KYM
8/8/18

Date: 7/24/2018

Drawn by: JRM

res



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Feet

Existing Conditions - Post Site Visit

Bohemian Mitigation Site

HUC 03030003
Randolph County, North Carolina

Date: 6/19/2018

Drawn by: ATP

[redacted]

Document Path: S:\@RES GIS\Projects\NC__Inactive(TallGrass)\(03030003)\Randleman_DMS_RFP\MXD\Bohemian (Shannon Queen)\Figure 1 - Existing Conditions Map - Bohemian -post site visit.mxd

<u>Appendix C</u>

Site Protection Instrument (s)

P/U Kenton Beal

BK P202 Pg 19

CERTIFICATE OF SURVEY AND ACCURACY

"I, CHRIS COLE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BY DEEDS REFERENCED ON THE FACE OF THIS PLAT; THAT DASHED LINES INDICATE LINES NOT SURVEYED;THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS +1:10,000'; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED

I ALSO HEREBY CERTIFY THAT THIS PLAT IS OF ONE OF THE FOLLOWING: GS 47-30 F(11) D; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 3RD DAY OF DECEMBER, AD 2019.

Christopher L. Cole

CHRISTOPHER L. COLE
REGISTRATION/LICENSE NO. NCPLS L-5008
NC FIRM LICENSE NO. C-4288

NORTH CAROLINA PROFESSIONAL SEAL L-5008 LAND SURVEYOR CHRISTOPHER L. COLE

Christopher L. Cole

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Paul Lowe, REVIEW OFFICER OF GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENT FOR RECORDING.

REVIEW OFFICER

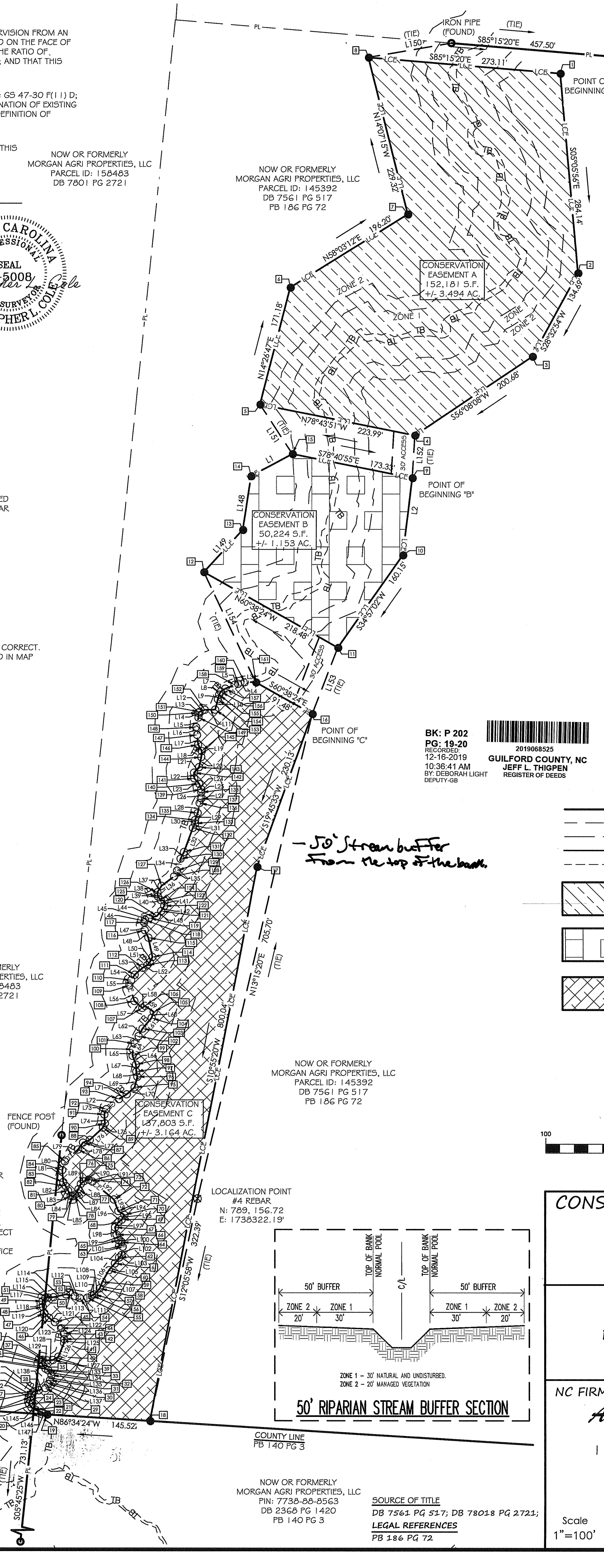
12 / 13 / 19

THE LOCALIZED COORDINATE SYSTEM USED FOR THE PROJECT IS BASED ON STATE PLANE COORDINATES AND WERE ESTABLISHED BY A #4 REBAR (N: 789156.72' E: 1,738,322.19')

CLASS OF SURVEY: A
POSITIONAL ACCURACY: DOES NOT EXCEED 0.10'
TYPE OF GPS FIELD PROCEDURE: VRS-RTK
DATE OF SURVEY: 06/10/2019
DATUM/EPOCH: NAD83(2011)
GEOID MODEL: GEOID12A
COMBINED GRID FACTOR: 0.999903 14233 (GROUND TO GRID)
UNITS: US SURVEY FEET

STATE OF NORTH CAROLINA , RANDOLPH COUNTY
THE FOREGOING CERTIFICATE OF, NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDED IN MAP BOOK ____, PAGE ____,
THIS ____DAY OF ____, 20 ____AT ____ A.M./P.M

REGISTER OF DEEDS

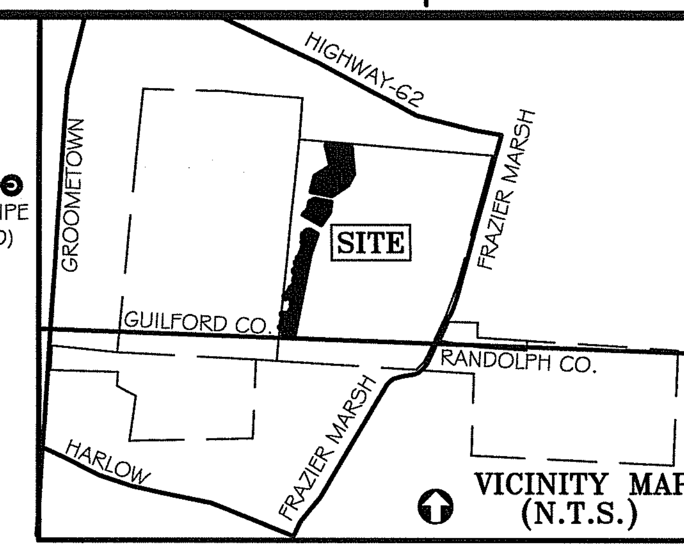


CONSERVATION EASEMENT A: 152,181 S.F. +/- 3.494 AC.
CONSERVATION EASEMENT B: 50,224 S.F. +/- 1.153 AC.
CONSERVATION EASEMENT C: 137,803 S.F. +/- 3.164 AC.

TOTAL CONSERVATION EASEMENT AREA: 340,208 S.F. +/- 7.810 AC.

DEED RESTRICTION - RESTRICTIVE COVENANT

DEVELOPMENT OF SUBJECT PROPERTY IS REQUIRED TO BE IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL REGULATIONS FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM. (NPDES) PHASE II STORMWATER MANAGEMENT PROGRAM. THE RECORDING OF THIS DOCUMENT ESTABLISHES AN ENFORCEABLE RESTRICTION ON PROPERTY USAGE THAT RUNS WITH THE LAND TO ENSURE THAT FUTURE DEVELOPMENT AND/OR REDEVELOPMENT SHALL MAINTAIN THE SITE IN A MANNER CONSISTENT WITH APPLICABLE LAW AND THE APPROVED PROJECT PLANS. ANY ALTERATIONS TO THE SITE SHALL NOT BE PERMITTED WITHOUT THE REVIEW AND APPROVAL BY THE LOCAL GOVERNMENT OFFICE HAVING JURISDICTION FOR WATERSHED/STORMWATER MANAGEMENT PROTECTION.



NOTES:

1) BASIS OF BEARINGS: NCGS GRID COORDINATES, NAD 83/2011 DATUM.

2) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

3) THE AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE COMPUTATION METHOD.

4)LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.

5)PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

6) NO GEODETIC MONUMENT WITHIN 2000' OF THIS SITE.

7) TRAVERSE ADJUSTMENT: COMPASS RULE

8) THIS SURVEY CREATES THE BOUNDARIES OF A CONSERVATION EASEMENT ONLY. THE LAND PARCELS AND THEIR RESPECTIVE BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT ARE NOT CHANGED BY THIS PLAT.

9) THE CONTRACTOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. 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

10) THE PURPOSE OF THIS PLAT IS TO IDENTIFY THE LOCATION OF THE CONSERVATION EASEMENTS DEPICTED HEREIN, TO PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID CONSERVATION EASEMENTS AND TO PROVIDE ACCESS EASEMENTS OVER THE ASSOCIATED LANDS. THIS PLAT DOES NOT CREATE NEW PROPERTY LINES OR AFFECT ANY EXISTING PROPERTY LINES.

11) THE RIGHT(S) OF NON-EXCLUSIVE INGRESS, EGRESS, AND REGRESS OVER THE SUBJECT PROPERTY AND OVER ALL EXISTING PATHS/ROADS TRANSECTING THE PROPERTY ARE RESERVED BY THE GRANTOR(S) AND THE GRANTEE(S) OF THE CONSERVATION EASEMENT(S) AS SET FORTH HEREIN AND IN THE CONSERVATION EASEMENT DEEDS RECORDED IN CONNECTION WITH THIS CONSERVATION EASEMENT PLAT.

12) THIS IS A MAP-SET; SHEET-1 DEPICTS THE EASEMENTS AND SHEET-2 CONTAINS LINE TABLE AND POINT TABLE.

13) ADDRESS: 7040 FRAZIER MARSH ROAD.

14) GUILFORD COUNTY CASE # 19-11-GCPL-08935

BK: P 202
PG: 19-20
RECORDED: 12-16-2019
10:36:41 AM
BY: DEBORAH LIGHT
DEPUTY-GB

2019068525
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $42.00

LEGEND

CP ○	CALCULATED POINT (NOT SET)
○	PROPERTY CORNER (FOUND)
●	#4 REBAR SET
—— PL ——	PROPERTY LINE (SURVEYED)
— — PL — —	PROPERTY LINE (NOT SURVEYED)
— — RW — —	RIGHT OF WAY
—— LCE ——	CONSERVATION EASEMENT
— — TB — — TB —	EXISTING TOP OF BANK
(hatch)	CONSERVATION EASEMENT A
(pattern)	CONSERVATION EASEMENT B
(crosshatch)	CONSERVATION EASEMENT C

THIS SURVEY DOES NOT CREATE A SUBDIVISION IN GUILFORD COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY BOUNDARY LINES.

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

TOP OF BANK NORMAL POOL
C/L
50' BUFFER
ZONE 2 20'
ZONE 1 30'
ZONE 1 - 30' NATURAL AND UNDISTURBED.
ZONE 2 - 20' MANAGED VEGETATION

50' RIPARIAN STREAM BUFFER SECTION

SOURCE OF TITLE
DB 7561 PG 517; DB 78018 PG 2721;

LEGAL REFERENCES
PB 186 PG 72

CONSERVATION EASEMENT SURVEY
FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #: 76-CP

ON THE PROPERTIES OF
MORGAN AGRI PROPERTIES, LLC
DB 7561 PG 517; DB 7801 PG 2721
PARCEL ID 145392;158483

JAMESTOWN TOWNSHIP, GUILFORD COUNTY, NC

NC FIRM LICENSE NO: C-4288 NC PLS NO: L-5008

Ascension Land Surveying P.C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

Scale	Job No.	Sheet No.	Date	Drawn By
1"=100'	19-04-17	1 OF 2	6/1/2019	C. COLE

P14 Kenton Beal

BK P202 Pg 20

Point Table

Point #	Northing	Easting
1	790751.75	1738834.99
2	790468.73	1738860.25
3	790350.42	1738795.88
4	790238.59	1738629.24
5	790282.36	1738409.57
6	790448.13	1738452.28
7	790551.95	1738618.76
8	790774.34	1738562.82
9	790178.21	1738625.56
10	790068.93	1738612.53
11	789937.66	1738520.79
12	790044.79	1738330.37
13	790104.71	1738385.39
14	790180.78	1738396.99
15	790212.23	1738455.60
16	789843.62	1738484.00
17	789627.04	1738406.20
18	788841.50	1738254.61
19	788850.51	1738108.60
20	788853.86	1738100.70

Point Table

Point #	Northing	Easting
21	788856.72	1738092.66
22	788860.41	1738086.59
23	788865.61	1738083.12
24	788870.57	1738084.89
25	788875.00	1738085.64
26	788880.14	1738086.91
27	788883.17	1738090.39
28	788884.61	1738096.99
29	788887.83	1738106.26
30	788893.80	1738110.53
31	788899.17	1738113.12
32	788906.25	1738114.98
33	788913.06	1738110.50
34	788915.42	1738106.52
35	788920.31	1738102.88
36	788924.58	1738101.06
37	788928.15	1738102.51
38	788927.10	1738109.20
39	788927.73	1738117.07
40	788932.40	1738124.80

Point Table

Point #	Northing	Easting
41	788951.99	1738132.87
42	788957.32	1738133.07
43	788965.16	1738132.41
44	788972.81	1738128.69
45	788981.47	1738119.97
46	788987.53	1738111.73
47	788994.45	1738104.89
48	789003.10	1738102.81
49	789010.97	1738102.40
50	789015.79	1738106.34
51	789016.83	1738118.03
52	789020.75	1738135.64
53	789018.50	1738148.27
54	789015.89	1738155.29
55	789016.15	1738165.94
56	789019.44	1738172.43
57	789020.75	1738175.81
58	789029.39	1738183.59
59	789038.48	1738187.16
60	789055.10	1738196.52

Point Table

Point #	Northing	Easting
61	789064.75	1738205.00
62	789073.01	1738210.99
63	789088.39	1738216.13
64	789095.08	1738214.12
65	789097.73	1738210.07
66	789105.52	1738207.33
67	789115.91	1738205.20
68	789123.14	1738210.00
69	789126.71	1738214.75
70	789133.55	1738218.46
71	789138.95	1738209.76
72	789155.38	1738203.52
73	789180.59	1738172.91
74	789183.33	1738167.60
75	789181.05	1738160.81
76	789177.37	1738156.59
77	789169.85	1738153.26
78	789162.38	1738148.65
79	789159.92	1738145.48
80	789160.42	1738142.16

Point Table

Point #	Northing	Easting
81	789167.86	1738138.61
82	789174.16	1738135.25
83	789179.88	1738131.59
84	789196.83	1738130.19
85	789209.21	1738133.81
86	789226.12	1738152.61
87	789235.88	1738159.54
88	789239.81	1738169.24
89	789257.15	1738187.77
90	789263.33	1738190.56
91	789275.74	1738189.70
92	789283.20	1738192.39
93	789297.72	1738210.33
94	789304.45	1738221.27
95	789314.32	1738232.46
96	789329.29	1738236.25
97	789336.43	1738234.87
98	789346.46	1738234.34
99	789358.86	1738229.51
100	789368.12	1738230.04

Point Table

Point #	Northing	Easting
101	789376.26	1738232.30
102	789386.91	1738237.95
103	789397.54	1738243.60
104	789412.76	1738256.48
105	789421.36	1738259.35
106	789429.88	1738247.01
107	789426.87	1738243.15
108	789436.65	1738231.92
109	789458.52	1738224.80
110	789465.95	1738227.42
111	789473.90	1738232.40
112	789483.62	1738243.61
113	789487.18	1738249.99
114	789498.87	1738257.58
115	789526.40	1738251.89
116	789536.99	1738246.73
117	789547.87	1738245.95
118	789551.74	1738247.27
119	789554.38	1738253.07
120	789557.14	1738263.98

Point Table

Point #	Northing	Easting
121	789564.29	1738270.11
122	789571.54	1738274.34
123	789578.69	1738274.74
124	789579.85	1738269.31
125	789584.86	1738265.53
126	789590.69	1738264.86
127	789599.83	1738270.65
128	789613.15	1738288.52
129	789621.34	1738292.73
130	789638.42	1738297.77
131	789647.86	1738302.70
132	789682.03	1738315.07
133	789688.25	1738318.38
134	789693.16	1738318.21
135	789703.14	1738321.97
136	789717.36	1738324.61
137	789724.22	1738326.37
138	789732.40	1738326.89
139	789736.89	1738327.04
140	789744.44	1738324.23

Point Table

Point #	Northing	Easting
141	789752.32	1738317.00
142	789760.28	1738316.79
143	789768.16	1738323.87
144	789782.38	1738326.87
145	789790.90	1738327.56
146	789800.02	1738322.28
147	789813.80	1738320.86
148	789824.75	1738319.45
149	789838.41	1738322.66
150	789845.12	1738322.42
151	789846.42	1738324.30
152	789849.28	1738331.62
153	789849.56	1738346.34
154	789864.42	1738350.29
155	789870.98	1738352.20
156	789875.26	1738354.46
157	789879.42	1738360.87
158	789884.72	1738374.04
159	789886.18	1738379.07
160	789888.59	1738388.49

Point Table

Point #	Northing	Easting
161	789888.47	1738404.27

LINE TABLE

LINE	BEARING	LENGTH
L1	N61°46'42"E	66.51'
L2	S06°47'46"W	110.06'
L3	S89°34'21"E	15.78'
L4	N75°39'22"E	9.72'
L5	N73°44'40"E	5.24'
L6	N68°05'15"E	14.19'
L7	N57°03'08"E	7.64'
L8	N27°50'39"E	4.84'
L9	N16°15'06"E	6.84'
L10	N14°52'39"E	15.38'
L11	N88°54'36"E	14.72'
L12	N68°38'55"E	7.85'
L13	N55°31'30"E	2.29'
L14	N02°02'44"W	6.72'
L15	N13°13'53"E	14.03'
L16	N07°20'55"W	11.04'
L17	N05°53'09"W	13.85'
L18	N30°04'49"W	10.53'
L19	N04°39'09"E	8.55'
L20	N11°54'13"E	14.54'

LINE TABLE

LINE	BEARING	LENGTH
L21	N41°55'57"E	10.59'
L22	N01°29'11"W	7.96'
L23	N42°30'59"W	10.70'
L24	N20°28'10"W	8.05'
L25	N02°01'30"E	4.49'
L26	N03°37'35"E	8.19'
L27	N14°21'31"E	7.08'
L28	N10°32'10"E	14.47'
L29	N20°39'33"E	10.66'
L30	N02°01'04"W	4.91'
L31	N27°57'05"E	7.05'
L32	N19°53'57"E	36.34'
L33	N27°36'32"E	10.65'
L34	N16°27'17"E	17.81'
L35	N27°11'01"E	9.21'
L36	N53°17'12"E	22.28'
L37	N32°23'40"E	10.82'
L38	N06°34'15"W	5.88'
L39	N37°04'35"W	6.27'
L40	N77°57'07"W	5.55'

LINE TABLE

LINE	BEARING	LENGTH
L41	N03°13'31"E	7.16'
L42	N30°12'29"E	8.39'
L43	N40°38'04"E	9.42'
L44	N75°46'23"E	11.25'
L45	N65°31'42"E	6.38'
L46	N18°44'44"E	4.08'
L47	N04°03'58"W	10.91'
L48	N25°58'23"W	11.78'
L49	N11°41'36"W	28.11'
L50	N27°51'29"E	8.21'
L51	N40°18'07"E	5.82'
L52	N60°53'38"E	7.30'
L53	N49°02'18"E	14.84'
L54	N32°04'57"E	9.39'
L55	N19°23'24"E	7.87'
L56	N18°01'00"W	23.00'
L57	N48°56'43"W	14.89'
L58	S52°03'19"W	4.90'
L59	N55°21'52"W	14.99'
L60	N18°25'50"E	9.06'

LINE TABLE

LINE	BEARING	LENGTH
L61	N40°14'29"E	19.94'
L62	N27°57'37"E	12.04'
L63	N27°58'58"E	12.05'
L64	N15°31'02"E	8.45'
L65	N03°14'00"E	9.27'
L66	N21°16'14"W	13.30'
L67	N03°01'42"W	10.04'
L68	N10°56'01"W	7.28'
L69	N14°11'44"E	15.44'
L70	N48°35'53"E	14.92'
L71	N58°25'18"E	12.84'
L72	N51°00'06"E	23.08'
L73	N19°47'21"E	7.92'
L74	N03°56'19"W	12.45'
L75	N24°18'54"E	6.78'
L76	N46°53'45"E	25.37'
L77	N67°56'55"E	10.47'
L78	N35°22'54"E	11.97'
L79	N48°01'07"E	25.28'
L80	N16°19'13"E	12.90'

LINE TABLE

LINE	BEARING	LENGTH
L81	N04°44'33"W	17.00'
L82	N32°33'29"W	6.80'
L83	N28°04'47"W	7.13'
L84	N25°29'36"W	8.24'
L85	N81°29'45"W	3.36'
L86	S52°12'47"W	4.00'
L87	S31°39'46"W	8.78'
L88	S23°56'15"W	8.23'
L89	S48°52'49"W	5.60'
L90	S71°24'22"W	7.16'
L91	N62°43'37"W	5.98'
L92	N50°31'14"W	39.65'
L93	N20°48'39"W	17.58'
L94	N58°09'00"W	10.24'
L95	N28°31'44"E	7.78'
L96	N53°03'25"E	5.94'
L97	N33°35'08"E	8.69'
L98	N11°37'43"W	10.60'
L99	N19°21'37"W	8.25'
L100	N56°48'26"W	4.84'

LINE TABLE

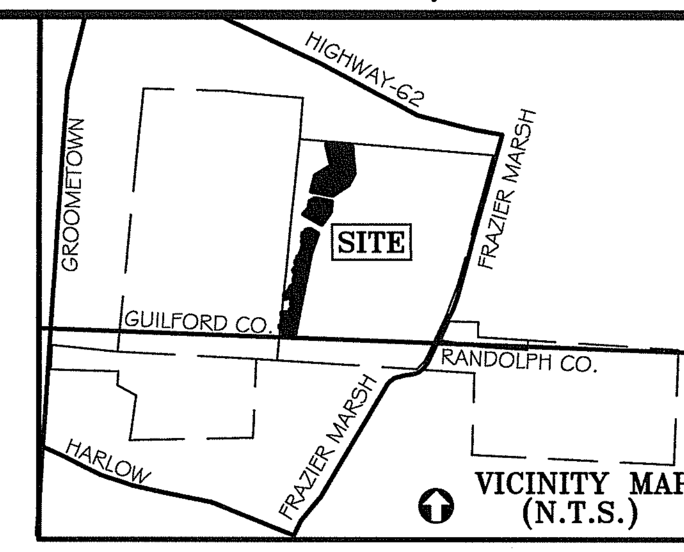
LINE	BEARING	LENGTH
L101	N16°43'03"W	6.99'
L102	N08°14'58"E	11.92'
L103	N43°42'57"E	4.96'
L104	N35°57'09"E	10.21'
L105	N41°18'37"E	12.84'
L106	N29°22'07"E	19.08'
L107	N21°30'09"E	9.76'
L108	N41°59'32"E	11.63'
L109	N68°47'05"E	3.63'
L110	N63°08'33"E	7.27'
L111	N88°35'06"E	10.66'
L112	S69°35'53"E	7.48'
L113	S79°53'33"E	12.83'
L114	N77°26'42"E	18.04'
L115	N85°14'31"E	7.80'
L116	N84°20'34"E	3.94'
L117	N39°11'00"E	6.22'
L118	N02°57'51"W	7.88'
L119	N13°30'39"W	8.89'
L120	N44°37'50"W	9.73'

LINE TABLE

LINE	BEARING	LENGTH
L121	N53°41'34"W	10.23'
L122	N45°10'47"W	12.29'
L123	N25°59'44"W	8.51'
L124	N04°48'01"W	7.87'
L125	N02°07'47"E	5.33'
L126	N22°23'28"E	21.19'
L127	N58°50'33"E	9.04'
L128	N85°27'17"E	7.90'
L129	S81°05'45"E	6.77'
L130	N22°10'17"E	3.85'
L131	N23°06'07"W	4.64'
L132	N36°36'43"W	6.10'
L133	N59°28'23"W	4.63'
L134	N33°18'38"W	8.15'
L135	N14°41'09"E	7.32'
L136	N25°44'27"E	5.96'
L137	N35°36'55"E	7.34'
L138	N70°50'56"E	9.81'
L139	N77°38'45"E	6.75'
L140	N49°04'17"E	4.62'

LINE TABLE

LINE	BEARING	LENGTH
L141	N13°49'19"E	5.29'
L142	N09°33'49"E	4.50'
L143	N19°44'26"E	5.27'
L144	N33°43'46"W	6.26'
L145	N58°45'50"W	7.10'
L146	N70°21'10"W	8.53'
L147	N67°04'06"W	8.59'
L148	N08°40'12"E	76.95'
L149	N42°33'32"E	81.35'
L150	N80°11'04"E	119.33'
L151	N33°16'24"W	83.89'
L152	S03°29'29"W	60.49'
L153	S21°21'59"W	100.98'
L154	N25°18'17"W	172.90'



VICINITY MAP (N.T.S.)

NOTES:

1) BASIS OF BEARINGS: NCGS GRID COORDINATES, NAD 83/2011 DATUM.

2) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

3) THE AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE COMPUTATION METHOD.

4)LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.

5)PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

6) NO GEODETIC MONUMENT WITHIN 2000' OF THIS SITE.

7) TRAVERSE ADJUSTMENT: COMPASS RULE

8) THIS SURVEY CREATES THE BOUNDARIES OF A CONSERVATION EASEMENT ONLY. THE LAND PARCELS AND THEIR RESPECTIVE BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT ARE NOT CHANGED BY THIS PLAT.

9) THE CONTRACTOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. 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

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12) THIS IS A MAP-SET; SHEET-1 DEPICTS THE EASEMENTS AND SHEET-2 CONTAINS LINE TABLE AND POINT TABLE.

13) ADDRESS: 7040 FRAZIER MARSH ROAD.

14) GUILFORD COUNTY CASE # 19-11-GCPL-08935

NORTH CAROLINA PROFESSIONAL SEAL L-5008 LAND SURVEYOR CHRISTOPHER L. COLE

Christopher L. Cole

LEGEND

CP ○ CALCULATED POINT (NOT SET)
PROPERTY CORNER (FOUND)
#4 REBAR SET
PL — PROPERTY LINE (SURVEYED)
PL — PROPERTY LINE (NOT SURVEYED)
RW — RIGHT OF WAY
LCE — CONSERVATION EASEMENT
TB — TB — EXISTING TOP OF BANK

CONSERVATION EASEMENT A

CONSERVATION EASEMENT B

CONSERVATION EASEMENT C

THIS SURVEY DOES NOT CREATE A SUBDIVISION IN GUILFORD COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY BOUNDARY LINES.

BK: P 202
PG: 19-20
RECORDED: 12-16-2019
10:36:41 AM
BY: DEBORAH LIGHT
DEPUTY-GB

2019068525
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $42.00

OWNER CERTIFICATION

PIN: 7738-99-0685; 7738-79-3903

I, MORGAN AGRI PROPERTIES, LLC, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LIFE ESTATES OF THE PROPERTIES IDENTIFIED BY THE GUILFORD COUNTY NORTH CAROLINA PARCEL IDENTIFICATION NUMBERS SET FORTH ABOVE; THAT WE HEREBY ADOPT THIS CONSERVATION EASEMENT PLAN AND THE TERMS AND CONDITIONS CONTAINED HEREON AND GRANT AND CONVEY THE EASEMENTS HEREIN WITH FREE CONSENT. FURTHER, WE CERTIFY THAT THE LANDS AS SHOWN HEREON ARE WITHIN THE SUBDIVISION REGULATION JURISDICTION OF GUILFORD COUNTY, NORTH CAROLINA.

Morgan Agri Properties, LLC 12/5/19
MORGAN AGRI PROPERTIES, LLC DATE

Malinda S Morgan
ATTEST
Attest: Kenton E Beal

STATE OF NORTH CAROLINA
COUNTY OF Randolph

I, Kenton Beal THE UNDERSIGNED NOTARY PUBLIC CERTIFY THAT MORGAN AGRI PROPERTIES, LLC, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING DOCUMENT.
WITNESS MY HAND AND NOTARIAL STAMP OR SEAL THIS THE 5 DAY OF December, 2019.

(NOTARY SIGNATURE)

Kenton E. Beal
(TYPED NOTARY NAME)

4/25/2024
MY COMMISSION EXPIRES

KENTON E. BEAL
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 4-25-2024.

CERTIFICATE OF LOCAL JURISDICTION APPROVAL FOR RECORDATION:
APPROVED BY THE PLANNING DEPARTMENT OF GUILFORD COUNTY, NORTH CAROLINA ON THE 13 DAY OF Dec, 2019 PURSUANT TO ARTICLE V OF THE GUILFORD COUNTY DEVELOPMENT ORDINANCE.

for PLANNING DIRECTOR

REVIEW OFFICER CERTIFICATION

I, Paul Lowe, REVIEW OFFICER OF GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

12-13-19
REVIEW OFFICER
GUILFORD COUNTY MAPPING DEPARTMENT

CERTIFICATE STATING NO APPROVAL IS REQUIRED BY DIVISION OF HIGHWAYS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:
THIS PLAT DOES NOT REQUIRED CERTIFICATE OF APPROVAL BY THE DIVISION OF HIGHWAYS AS PROVIDED IN N.C.G.S. 136-102.6, SUBSECTION (G).

SIGNED for PLANNING DIRECTOR DATE 12/13/2019

CONSERVATION EASEMENT SURVEY

FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #: 76-CP

ON THE PROPERTIES OF

MORGAN AGRI PROPERTIES, LLC
DB 7561 PG 517; DB 7801 PG 2721
PARCEL ID 145392;158483
JAMESTOWN TOWNSHIP, GUILFORD COUNTY, NC

NC FIRM LICENSE NO: C-4288 NC PLS NO: L-5008

Ascension Land Surveying P. C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

Scale	Job No.	Sheet No.	Date	Drawn By
N/A	19-04-17	2 OF 2	6/1/2019	C. COLE

BK 162 PG 94 (5)
This document presented and filed:
12/06/2019 03:23:05 PM
PLAT RECORDING
Fee $105.00
20089728
Randolph County North Carolina
Krista M. Lowe, Register of Deeds

√RES, 302 Jefferson St., Ste110, Raleigh, NC 27605

CERTIFICATE OF SURVEY AND ACCURACY

"I, CHRIS COLE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BY DEEDS REFERENCED ON THE FACE OF THIS PLAT; THAT DASHED LINES INDICATE LINES NOT SURVEYED; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS +1:10,000'; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED

I ALSO HEREBY CERTIFY THAT THIS PLAT IS OF ONE OF THE FOLLOWING: GS 47-30 F(11) D; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 4TH DAY OF DECEMBER, AD 2019.

Christopher L. Cole
CHRISTOPHER L. COLE
REGISTRATION/LICENSE NO. NCPLS L-5008
NC FIRM LICENSE NO. C-4288

NORTH CAROLINA PROFESSIONAL SEAL L-5008 LAND SURVEYOR CHRISTOPHER L. COLE
Christopher L. Cole

THE LOCALIZED COORDINATE SYSTEM USED FOR THE PROJECT IS BASED ON STATE PLANE COORDINATES AND WERE ESTABLISHED BY A #4 REBAR (N: 789156.72' E: 1,738,322.19')
CLASS OF SURVEY: A
POSITIONAL ACCURACY: DOES NOT EXCEED 0.10'
TYPE OF GPS FIELD PROCEDURE: VRS-RTK
DATE OF SURVEY: 06/10/2019
DATUM/EPOCH: NAD83(2011)
GEOID MODEL: GEOID12A
COMBINED GRID FACTOR: 0.99990314233 (GROUND TO GRID)
UNITS: US SURVEY FEET

STATE OF NORTH CAROLINA , RANDOLPH COUNTY
THE FOREGOING CERTIFICATE OF, NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDED IN MAP BOOK ____, PAGE ____,
THIS ____ DAY OF ____, 20 ____ AT ____ A.M./P.M

REGISTER OF DEEDS

CONSERVATION EASEMENT D
PIN: 7738-78-1103

CONSERVATION EASEMENT E
PIN: 7748-08-9183

CONSERVATION EASEMENT F
PIN: 7748-08-9183

CONSERVATION EASEMENT G
PIN: 7748-08-9183

LEGEND
CP ○ CALCULATED POINT (NOT SET)
PROPERTY CORNER (FOUND)
#4 REBAR SET
PL — PROPERTY LINE (SURVEYED)
PL — — PROPERTY LINE (NOT SURVEYED)
RW — RIGHT OF WAY
LCE — CONSERVATION EASEMENT
TB — EXISTING TOP OF BANK
X — FENCE

CONSERVATION EASEMENT A
PIN: 7738-88-8563; 7738-78-1685

CONSERVATION EASEMENT B
PIN: 7738-88-8563; 7738-78-1685

CONSERVATION EASEMENT G
PIN: 7738-78-1103

COUNTY OF RANDOLPH
CERTIFICATE OF EXEMPTION
APPROVED Jay Dale / Ex
PLANNING DIRECTOR
DATE 12/6/19

THIS SURVEY DOES NOT CREATE A SUBDIVISION IN RANDOLPH COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY BOUNDARY LINES.

NOTES:

1) BASIS OF BEARINGS: NCGS GRID COORDINATES, NAD 83/2011 DATUM.

2) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

3) THE AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE COMPUTATION METHOD.

4) LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.

5) PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

6) NO GEODETIC MONUMENT WITHIN 2000' OF THIS SITE.

7) TRAVERSE ADJUSTMENT: COMPASS RULE

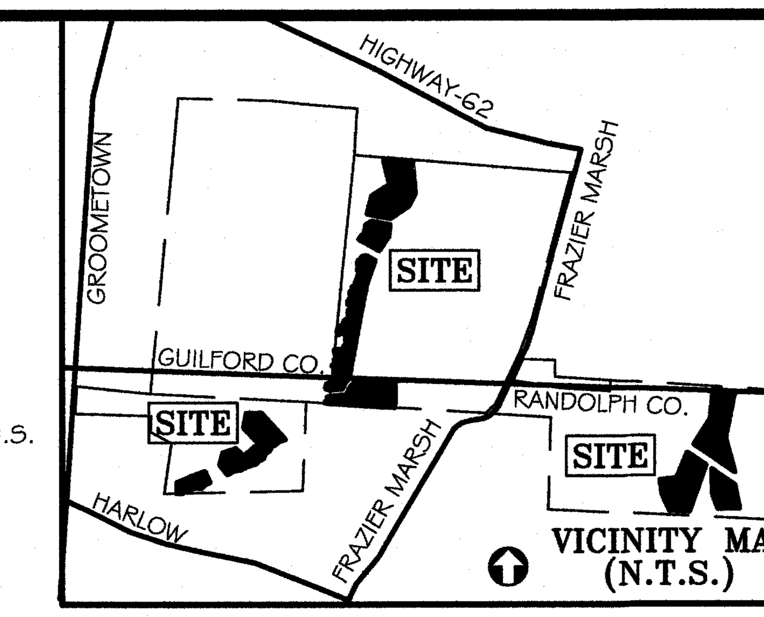
8) THIS SURVEY CREATES THE BOUNDARIES OF A CONSERVATION EASEMENT ONLY. THE LAND PARCELS AND THEIR RESPECTIVE BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT ARE NOT CHANGED BY THIS PLAT.

9) THE CONTRACTOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. 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.

10) THE PURPOSE OF THIS PLAT IS TO IDENTIFY THE LOCATION OF THE CONSERVATION EASEMENTS DEPICTED HEREIN, TO PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID CONSERVATION EASEMENTS AND TO PROVIDE ACCESS EASEMENTS OVER THE ASSOCIATED LANDS. THIS PLAT DOES NOT CREATE NEW PROPERTY LINES OR AFFECT ANY EXISTING PROPERTY LINES.

11) THE RIGHT(S) OF NON-EXCLUSIVE INGRESS, EGRESS, AND REGRESS OVER THE SUBJECT PROPERTY AND OVER ALL EXISTING PATHS/ROADS TRANSECTING THE PROPERTY ARE RESERVED BY THE GRANTOR(S) AND THE GRANTEE(S) OF THE CONSERVATION EASEMENT(S) AS SET FORTH HEREIN AND IN THE CONSERVATION EASEMENT DEEDS RECORDED IN CONNECTION WITH THIS CONSERVATION EASEMENT PLAT.

12) THIS IS A MAP-SET; SHEET-1 IS AN OVERVIEW, SHEET-2 DEPICTS EASEMENTS E & F, SHEET-3 DEPICTS EASEMENTS A-D, SHEET-4 DEPICTS EASEMENTS G,H & I AND SHEET-5 CONTAINS SIGNATURES AND ACREAGE.



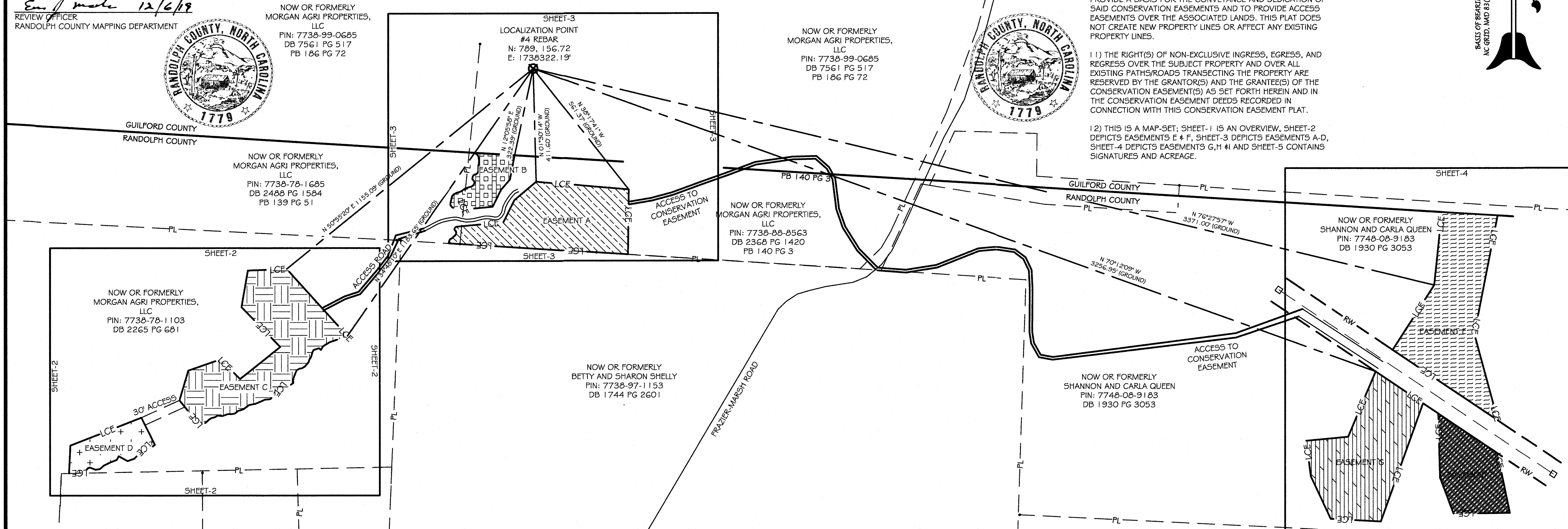
BASIS OF BEARINGS: NC GRID, NAD 83(2011)

REVIEW OFFICER CERTIFICATION

I, Eric J. Martin REVIEW OFFICER OF RANDOLPH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

Eric J Martin 12/6/19
REVIEW OFFICER
RANDOLPH COUNTY MAPPING DEPARTMENT

RANDOLPH COUNTY, NORTH CAROLINA 1779



CONSERVATION EASEMENT SURVEY
FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #:76-CP; 76-CQ

Scale	Job No.	Sheet No.	Date	Drawn By
1" = 250'	19-04-17	1 OF 5	8/19/2019	C. COLE

ON THE PROPERTIES OF
MORGAN AGRI PROPERTIES, LLC
SHANNON AND CARLA QUEEN
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
PIN 7738-78-1103; 7738-78-1685;
7738-88-8563; 7748-08-9183
NEW MARKET TOWNSHIP, RANDOLPH COUNTY, NC

NC FIRM LICENSE NO: C-4288
NC PLS NO: L-5008
Ascension Land Surveying P. C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

GRAPHIC SCALE
250 0 125 250 500 1000
(IN FEET)
1 inch = 250 ft.

SOURCE OF TITLE
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
LEGAL REFERENCES
PB 140 PG 3; PB 139 PG 51

NORTH CAROLINA PROFESSIONAL SEAL L-5008 LAND SURVEYOR CHRISTOPHER L. COLE

Christopher L. Cole

REVIEW OFFICER CERTIFICATION

I, Eric J. Mauta REVIEW OFFICER OF RANDOLPH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

Eric J Mauta 12/6/19
REVIEW OFFICER
RANDOLPH COUNTY MAPPING DEPARTMENT

THIS SURVEY DOES NOT CREATE A SUBDIVISION IN RANDOLPH COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY BOUNDARY LINES.

RANDOLPH COUNTY, NORTH CAROLINA 1779

LINE TABLE

LINE	BEARING	LENGTH
L1	S50°24'50"W	12.51'
L2	S70°11'41"W	16.32'
L3	S82°25'55"W	14.62'
L4	S44°50'46"W	31.34'
L5	S44°07'36"W	18.73'
L6	S70°01'53"W	25.87'
L7	N61°10'34"W	37.32'
L8	S26°31'51"W	15.09'
L9	S68°49'38"W	26.47'
L10	S64°18'57"W	24.91'
L11	S48°12'35"W	19.19'
L12	S80°25'53"W	16.15'
L13	N68°55'09"W	22.97'
L14	S66°18'37"W	8.28'
L15	S30°09'39"W	19.91'
L16	N87°04'51"W	15.00'
L17	S70°34'49"W	39.34'
L18	S70°15'27"W	16.13'
L19	S72°58'59"W	11.34'
L20	S59°40'13"W	19.07'

LINE TABLE

LINE	BEARING	LENGTH
L21	S56°57'28"W	11.60'
L22	S30°10'55"W	15.06'
L23	N46°34'22"W	9.40'
L24	S72°02'39"W	20.72'
L25	S27°15'01"W	8.69'
L26	S16°37'15"W	17.97'
L27	S33°34'03"W	11.61'
L28	S15°06'08"W	9.88'
L29	S40°53'15"W	20.34'
L30	S58°52'22"W	13.81'
L31	S85°28'52"W	7.37'
L32	S60°32'59"W	12.80'
L33	S21°57'46"W	27.54'
L34	S12°27'08"W	12.51'
L35	S08°57'41"E	8.27'
L36	S53°48'02"W	29.75'
L37	S85°41'08"W	17.85'
L38	S62°23'50"W	4.70'
L39	S36°48'55"W	27.66'
L40	S61°28'01"W	9.57'

LINE TABLE

LINE	BEARING	LENGTH
L41	S48°38'04"W	17.33'
L42	S83°29'08"W	20.24'
L43	S66°24'13"W	36.52'
L44	S79°07'33"W	24.00'
L45	S53°24'01"W	24.39'
L46	S70°51'24"W	24.59'
L47	S33°09'00"W	3.88'
L48	S53°29'16"W	7.19'
L49	S75°57'13"W	10.99'
L50	S88°57'00"W	17.48'
L51	S68°52'59"W	19.39'
L52	N84°09'35"W	17.42'
L53	S61°09'48"W	12.67'
L54	S78°00'19"W	11.01'
L55	S58°30'19"W	12.01'
L56	S48°49'16"W	17.66'
L57	S71°02'05"W	23.26'

Point Table

Point #	Northing	Easting
1	788428.58	1737425.50
2	788184.80	1737646.61
3	788171.72	1737609.51
4	788166.27	1737594.32
5	788162.95	1737583.48
6	788153.32	1737567.02
7	788147.00	1737557.29
8	788133.98	1737549.72
9	788140.44	1737542.90
10	788134.05	1737523.18
11	788126.33	1737519.20
12	788109.11	1737514.06
13	788099.44	1737507.65
14	788089.91	1737505.07
15	788074.53	1737491.76
16	788067.39	1737479.94
17	788066.81	1737472.59
18	788060.52	1737461.45
19	788034.98	1737451.14
20	788022.76	1737448.45

Point Table

Point #	Northing	Easting
21	788014.59	1737449.74
22	787997.02	1737425.73
23	787995.68	1737407.93
24	787993.50	1737403.77
25	787971.36	1737387.20
26	787966.79	1737378.79
27	787955.34	1737365.79
28	787953.04	1737345.67
29	787938.42	1737312.20
30	787933.89	1737288.64
31	787919.35	1737269.05
32	787911.28	1737245.83
33	787908.04	1737243.70
34	787903.76	1737237.92
35	787901.09	1737227.26
36	787900.77	1737209.78
37	787893.78	1737191.69
38	787895.55	1737174.35
39	787889.44	1737163.26
40	787887.16	1737152.49

Point Table

Point #	Northing	Easting
41	787880.88	1737142.25
42	787869.25	1737128.96
43	787861.70	1737106.96
44	787950.87	1737035.35
45	788059.51	1737067.37
46	788100.47	1737185.26
47	788028.39	1737255.91
48	788145.42	1737402.15
49	788290.20	1737261.16
50	788422.99	1737284.34
51	787790.40	1736945.45
52	787782.42	1736935.81
53	787776.89	1736920.46
54	787774.97	1736905.97
55	787752.75	1736883.86
56	787739.30	1736870.83
57	787730.47	1736846.51
58	787748.47	1736813.81
59	787734.96	1736807.07
60	787725.40	1736782.39

Point Table

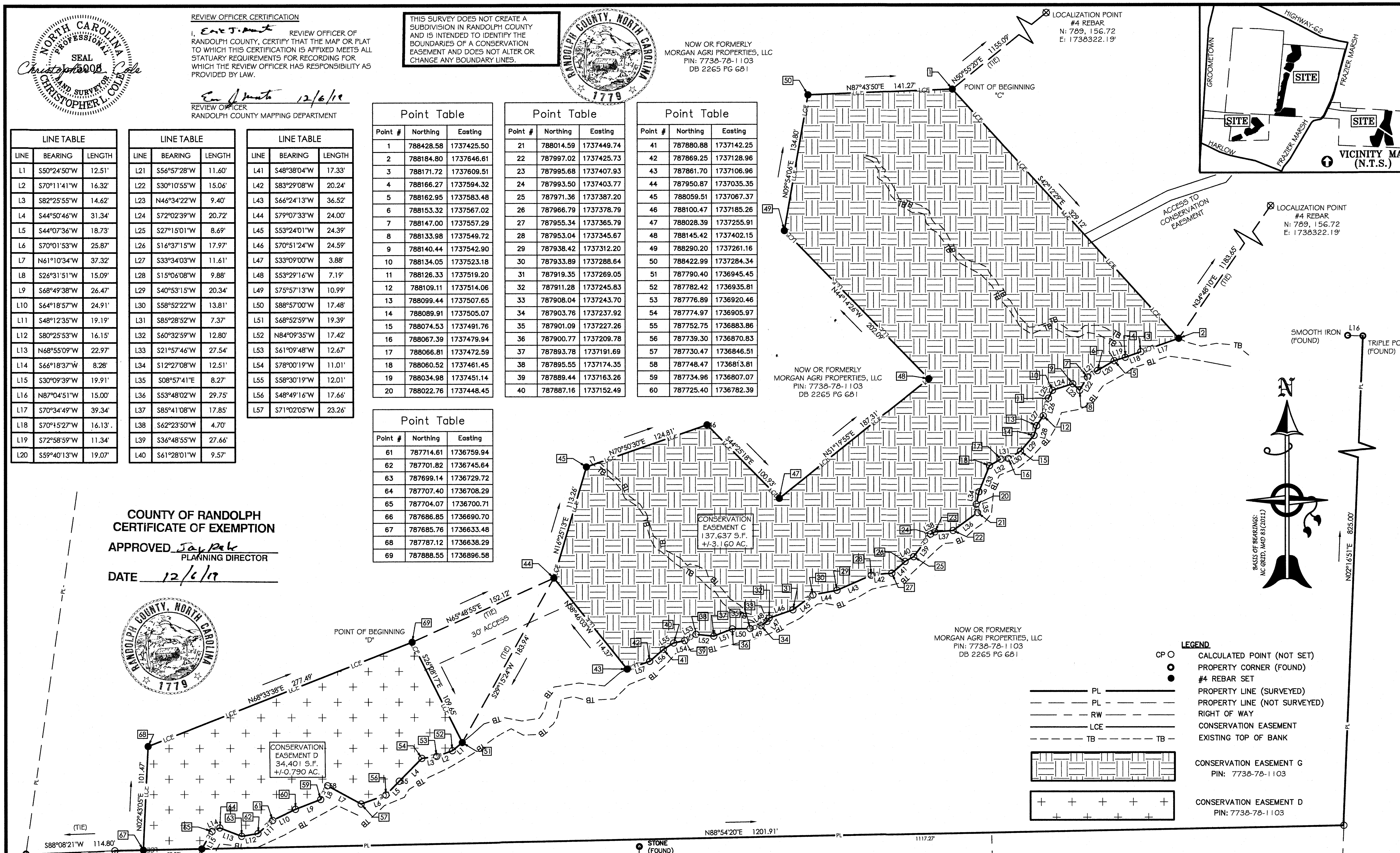
Point #	Northing	Easting
61	787714.61	1736759.94
62	787701.82	1736745.64
63	787699.14	1736729.72
64	787707.40	1736708.29
65	787704.07	1736700.71
66	787686.85	1736690.70
67	787685.76	1736633.48
68	787787.12	1736638.29
69	787888.55	1736896.58

COUNTY OF RANDOLPH
CERTIFICATE OF EXEMPTION

APPROVED Jay Pak
PLANNING DIRECTOR

DATE 12/6/19

RANDOLPH COUNTY, NORTH CAROLINA 1779



CONSERVATION EASEMENT SURVEY
FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #: 76-CP; 76-CQ

Scale	Job No.	Sheet No.	Date	Drawn By
1" = 60'	19-04-17	2 OF 5	8/19/2019	C. COLE

ON THE PROPERTIES OF
MORGAN AGRI PROPERTIES, LLC
SHANNON AND CARLA QUEEN
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
PIN 7738-78-1103; 7738-78-1685;
7738-88-8563; 7748-08-4183
NEW MARKET TOWNSHIP, RANDOLPH COUNTY, NC

NC FIRM LICENSE NO: C-4288
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Ascension Land Surveying P. C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

LINE	BEARING	LENGTH
L58	S87°04'51"E	15.00'
L59	N13°03'23"E	8.76'
L60	N26°18'53"E	6.64'
L61	N60°06'09"E	7.18'
L62	N54°35'13"E	4.85'
L63	N35°38'53"E	3.88'
L64	N53°10'03"E	4.83'
L65	N42°33'18"E	5.39'
L66	N26°20'24"E	4.14'
L67	N05°10'43"E	6.43'
L68	N20°42'56"W	5.17'
L69	N85°19'07"W	1.87'
L70	N27°59'03"W	5.79'
L71	N23°13'49"E	6.37'
L72	N51°58'12"E	5.67'
L73	N22°35'00"W	5.29'
L74	N59°04'32"W	8.93'
L75	N87°42'31"W	5.71'
L76	S77°33'45"W	4.51'
L77	S53°04'13"W	8.57'

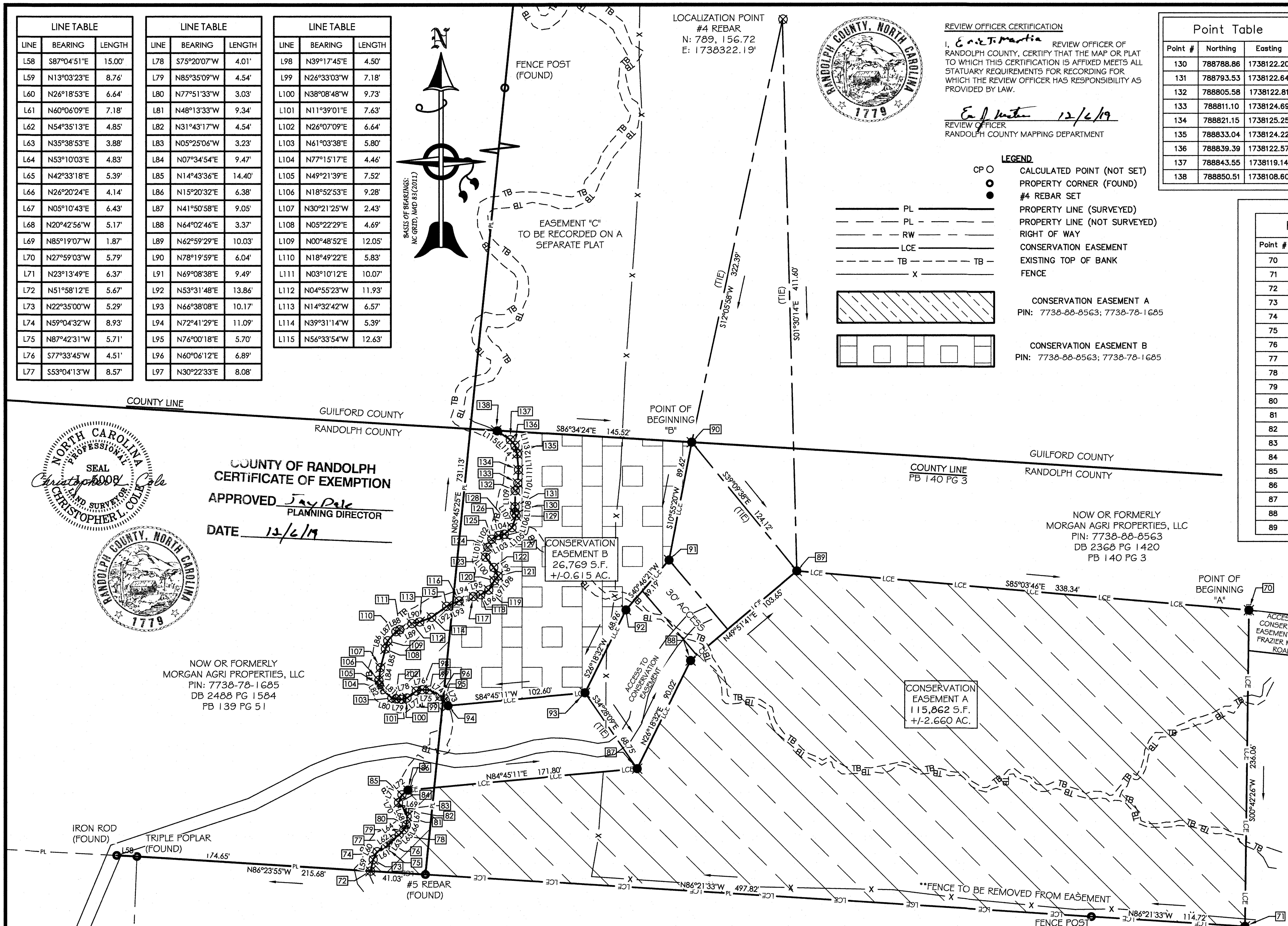
LINE TABLE

LINE	BEARING	LENGTH
L78	S75°20'07"W	4.01'
L79	N85°35'09"W	4.54'
L80	N77°51'33"W	3.03'
L81	N48°13'33"W	9.34'
L82	N31°43'17"W	4.54'
L83	N05°25'06"W	3.23'
L84	N07°34'54"E	9.47'
L85	N14°43'36"E	14.40'
L86	N15°20'32"E	6.38'
L87	N41°50'58"E	9.05'
L88	N64°02'46"E	3.37'
L89	N62°59'29"E	10.03'
L90	N78°19'59"E	6.04'
L91	N69°08'38"E	9.49'
L92	N53°31'48"E	13.86'
L93	N66°38'08"E	10.17'
L94	N72°41'29"E	11.09'
L95	N76°00'18"E	5.70'
L96	N60°06'12"E	6.89'
L97	N30°22'33"E	8.08'

LINE TABLE

LINE	BEARING	LENGTH
L98	N39°17'45"E	4.50'
L99	N26°33'03"W	7.18'
L100	N38°08'48"W	9.73'
L101	N11°39'01"E	7.63'
L102	N26°07'09"E	6.64'
L103	N61°03'38"E	5.80'
L104	N77°15'17"E	4.46'
L105	N49°21'39"E	7.52'
L106	N18°52'53"E	9.28'
L107	N30°21'25"W	2.43'
L108	N05°22'29"E	4.69'
L109	N00°48'52"E	12.05'
L110	N18°49'22"E	5.83'
L111	N03°10'12"E	10.07'
L112	N04°55'23"W	11.93'
L113	N14°32'42"W	6.57'
L114	N39°31'14"W	5.39'
L115	N56°33'54"W	12.63'

BASIS OF BEARINGS:
NC GRID, NAD 83(2011)



NORTH CAROLINA PROFESSIONAL SEAL L-5008 LAND SURVEYOR CHRISTOPHER L. COLE

Christopher L. Cole

RANDOLPH COUNTY, NORTH CAROLINA 1779

COUNTY OF RANDOLPH
CERTIFICATE OF EXEMPTION

APPROVED Jay Dale
PLANNING DIRECTOR

DATE 12/6/19

RANDOLPH COUNTY, NORTH CAROLINA 1779

REVIEW OFFICER CERTIFICATION

I, Eric T. Martin REVIEW OFFICER OF RANDOLPH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

Eric J. Martin 12/6/19
REVIEW OFFICER
RANDOLPH COUNTY MAPPING DEPARTMENT

LEGEND

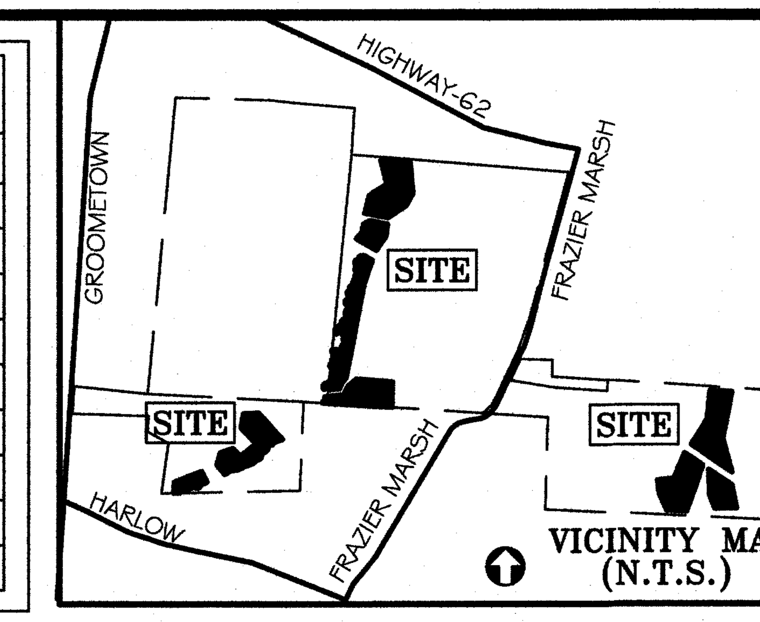
- CP ○ CALCULATED POINT (NOT SET)
- PROPERTY CORNER (FOUND)
- #4 REBAR SET
- PL PROPERTY LINE (SURVEYED)
- PL PROPERTY LINE (NOT SURVEYED)
- RW RIGHT OF WAY
- LCE CONSERVATION EASEMENT
- TB TB EXISTING TOP OF BANK
- X FENCE

CONSERVATION EASEMENT A
PIN: 7738-88-8563; 7738-78-1685

CONSERVATION EASEMENT B
PIN: 7738-88-8563; 7738-78-1685

Point Table

Point #	Northing	Easting
130	788788.86	1738122.20
131	788793.53	1738122.64
132	788805.58	1738122.81
133	788811.10	1738124.69
134	788821.15	1738125.25
135	788833.04	1738124.22
136	788839.39	1738122.57
137	788843.55	1738119.14
138	788850.51	1738108.60



Point Table

Point #	Northing	Easting
70	788716.14	1738670.07
71	788480.10	1738667.16
72	788521.57	1738014.90
73	788530.11	1738016.88
74	788536.06	1738019.83
75	788539.64	1738026.05
76	788542.45	1738030.01
77	788545.61	1738032.27
78	788548.50	1738036.14
79	788552.47	1738039.79
80	788556.18	1738041.62
81	788562.59	1738042.21
82	788567.43	1738040.38
83	788567.58	1738038.51
84	788572.69	1738035.80
85	788578.54	1738038.31
86	788582.04	1738042.78
87	788597.75	1738213.85
88	788678.44	1738253.75
89	788745.26	1738332.99

Point Table

Point #	Northing	Easting
90	788841.50	1738254.61
91	788753.50	1738237.63
92	788716.25	1738205.51
93	788654.43	1738174.94
94	788645.04	1738072.77
95	788649.93	1738070.74
96	788652.15	1738066.78
97	788656.74	1738059.12
98	788656.97	1738053.41
99	788656.00	1738049.00
100	788650.85	1738042.15
101	788649.83	1738038.27
102	788650.18	1738033.74
103	788650.82	1738030.79
104	788657.04	1738023.82
105	788660.90	1738021.44
106	788664.12	1738021.13
107	788673.50	1738022.38
108	788687.42	1738026.04
109	788693.58	1738027.73

Point Table

Point #	Northing	Easting
110	788700.32	1738033.77
111	788701.80	1738036.80
112	788706.35	1738045.73
113	788707.57	1738051.64
114	788710.95	1738060.51
115	788719.19	1738071.66
116	788723.22	1738080.99
117	788726.52	1738091.59
118	788727.90	1738097.12
119	788731.34	1738103.10
120	788738.31	1738107.18
121	788741.79	1738110.03
122	788748.21	1738106.82
123	788755.86	1738100.82
124	788763.33	1738102.36
125	788769.30	1738105.28
126	788772.11	1738110.36
127	788773.09	1738114.72
128	788777.99	1738120.42
129	788786.77	1738123.43

THIS SURVEY DOES NOT CREATE A SUBDIVISION IN RANDOLPH COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY BOUNDARY LINES.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

CONSERVATION EASEMENT SURVEY

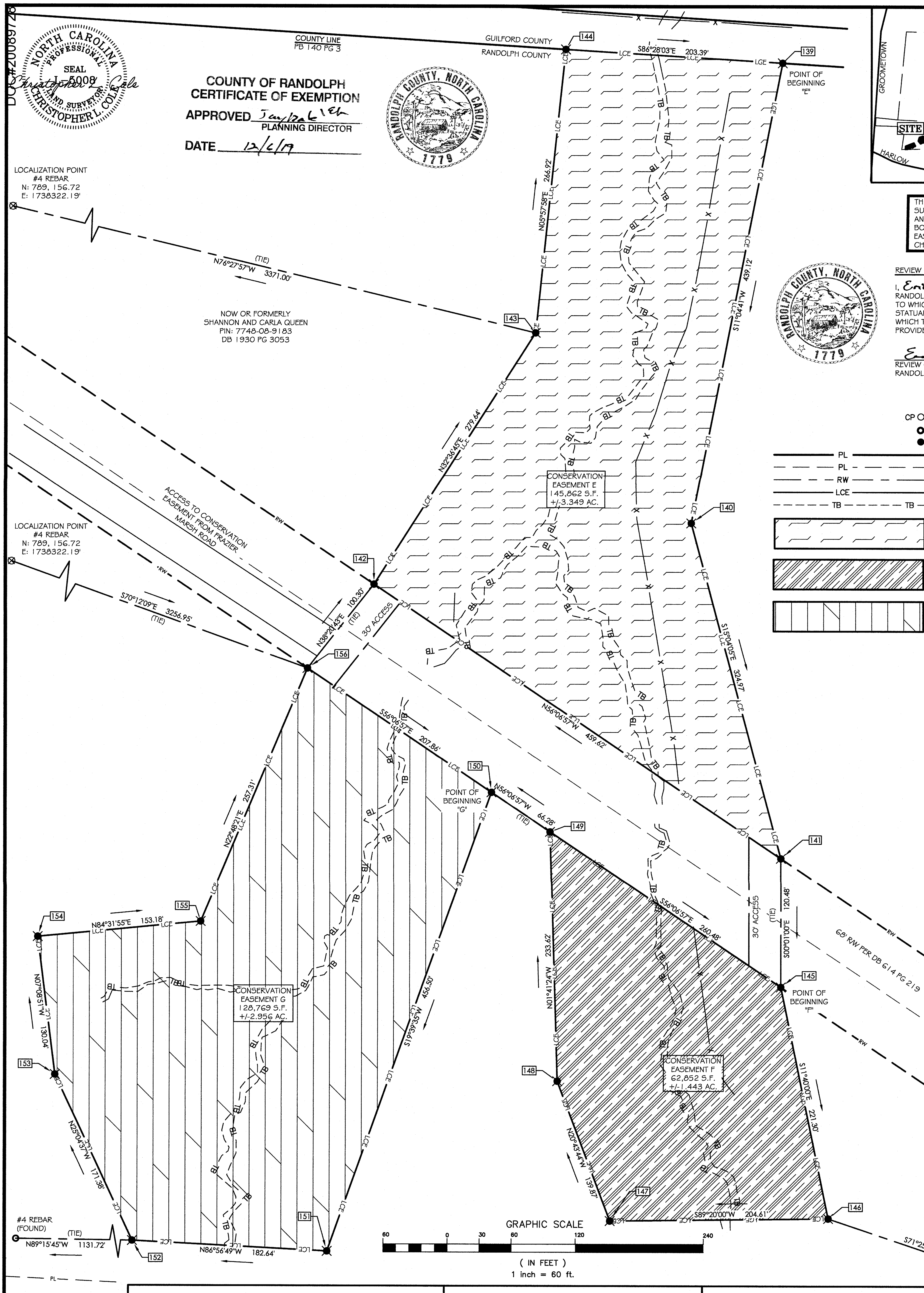
FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #:76-CP; 76-CQ

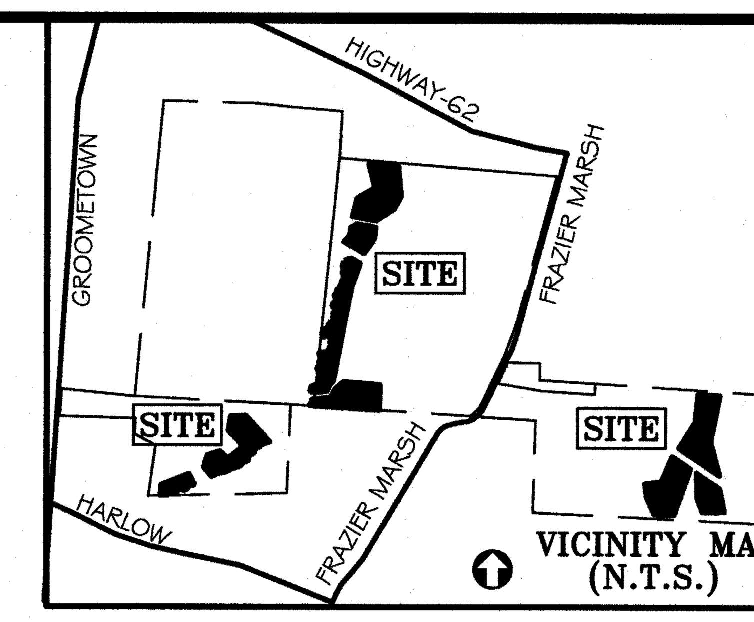
Scale	Job No.	Sheet No.	Date	Drawn By
1" = 60'	19-04-17	3 OF 5	8/19/2019	C. COLE

ON THE PROPERTIES OF
MORGAN AGRI PROPERTIES, LLC
SHANNON AND CARLA QUEEN
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
PIN 7738-78-1103; 7738-78-1685;
7738-88-8563; 7748-08-9183
NEW MARKET TOWNSHIP, RANDOLPH COUNTY, NC

NC FIRM LICENSE NO: C-4288
NC PLS NO: L-5008
Ascension Land Surveying P. C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

COUNTY OF RANDOLPH
CERTIFICATE OF EXEMPTION
APPROVED Jay Leach
PLANNING DIRECTOR
DATE 12/6/19





THIS SURVEY DOES NOT CREATE A SUBDIVISION IN RANDOLPH COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY BOUNDARY LINES.

REVIEW OFFICER CERTIFICATION

I, Eric J. Martin REVIEW OFFICER OF RANDOLPH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

Eric J. Martin 12/6/19
REVIEW OFFICER
RANDOLPH COUNTY MAPPING DEPARTMENT

LEGEND

CP ○	CALCULATED POINT (NOT SET)
○	PROPERTY CORNER (FOUND)
●	#4 REBAR SET
—— PL ——	PROPERTY LINE (SURVEYED)
— — PL — —	PROPERTY LINE (NOT SURVEYED)
— — RW — —	RIGHT OF WAY
—— LCE ——	CONSERVATION EASEMENT
– – TB – – TB –	EXISTING TOP OF BANK
	CONSERVATION EASEMENT E PIN: 7748-08-9183
	CONSERVATION EASEMENT F PIN: 7748-08-9183
	CONSERVATION EASEMENT G PIN: 7748-08-9183

Point Table

Point #	Northing	Easting
139	788620.76	1741830.32
140	788189.82	1741745.95
141	787876.02	1741830.43
142	788132.27	1741448.86
143	788367.82	1741599.58
144	788633.29	1741627.32
145	787755.54	1741830.46
146	787538.81	1741875.22
147	787536.43	1741670.62
148	787667.25	1741621.11
149	787900.77	1741614.22
150	787937.72	1741559.20
151	787507.83	1741405.62
152	787517.56	1741223.24
153	787672.79	1741150.60
154	787801.81	1741134.42
155	787816.41	1741286.90
156	788053.60	1741386.64

CONSERVATION EASEMENT SURVEY
FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #:76-CP; 76-CQ

Scale	Job No.	Sheet No.	Date	Drawn By
1" = 60'	19-04-17	4 OF 5	8/19/2019	C. COLE

ON THE PROPERTIES OF
MORGAN AGRI PROPERTIES, LLC
SHANNON AND CARLA QUEEN
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
PIN 7738-78-1103; 7738-78-1685;
7738-88-8563; 7748-08-9183
NEW MARKET TOWNSHIP, RANDOLPH COUNTY, NC

NC FIRM LICENSE NO: C-4288
NC PLS NO: L-5008
Ascension Land Surveying P. C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

OWNER CERTIFICATION

PIN: 7738-78-1685; 7738-88-8563; 7738-78-1103

I, MORGAN AGRI PROPERTIES, LLC, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LIFE ESTATES OF THE PROPERTIES IDENTIFIED BY THE RANDOLPH COUNTY NORTH CAROLINA PARCEL IDENTIFICATION NUMBERS SET FORTH ABOVE; THAT WE HEREBY ADOPT THIS CONSERVATION EASEMENT PLAN AND THE TERMS AND CONDITIONS CONTAINED HEREON AND GRANT AND CONVEY THE EASEMENTS HEREIN WITH FREE CONSENT. FURTHER, WE CERTIFY THAT THE LANDS AS SHOWN HEREON ARE WITHIN THE SUBDIVISION REGULATION JURISDICTION OF RANDOLPH COUNTY, NORTH CAROLINA.

Malinda S Morgan 12/5/19
MORGAN AGRI PROPERTIES, LLC DATE
(EASEMENTS A,B,C&D 314,669 S.F. +/- 7.224 AC.)

STATE OF NORTH CAROLINA
COUNTY OF Randolph

I, Kenton Beal THE UNDERSIGNED NOTARY PUBLIC CERTIFY MORGAN AGRI PROPERTIES, LLC PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING DOCUMENT.
WITNESS MY HAND AND NOTARIAL STAMP OR SEAL THIS THE 5 DAY OF December, 2019.

(NOTARY SIGNATURE)

KENTON E. BEAL
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 4-25-2024.

Kenton E. Beal
(TYPED NOTARY NAME)

4/25/2024
MY COMMISSION EXPIRES

OWNER CERTIFICATION

PIN: 7748-08-9183

I, SHANNON QUEEN AND CARLA QUEEN, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LIFE ESTATES OF THE PROPERTIES IDENTIFIED BY THE RANDOLPH COUNTY NORTH CAROLINA PARCEL IDENTIFICATION NUMBERS SET FORTH ABOVE; THAT WE HEREBY ADOPT THIS CONSERVATION EASEMENT PLAN AND THE TERMS AND CONDITIONS CONTAINED HEREON AND GRANT AND CONVEY THE EASEMENTS HEREIN WITH FREE CONSENT. FURTHER, WE CERTIFY THAT THE LANDS AS SHOWN HEREON ARE WITHIN THE SUBDIVISION REGULATION JURISDICTION OF RANDOLPH COUNTY, NORTH CAROLINA.

Shannon Queen 12-5-19
SHANNON QUEEN DATE
(EASEMENTS E,F & G 337,483 S.F. +/- 7.748 AC.)

Carla Queen 12/5/19
CARLA QUEEN DATE
(EASEMENTS E,F & G 337,483 S.F. +/- 7.748 AC.)

STATE OF NORTH CAROLINA
COUNTY OF Davidson

I, Douglas B Elliott THE UNDERSIGNED NOTARY PUBLIC CERTIFY ~~MORGAN AGRI PROPERTIES, LLC~~ SHANNON QUEEN and CARLA QUEEN PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING DOCUMENT.
WITNESS MY HAND AND NOTARIAL STAMP OR SEAL THIS THE 5th DAY OF December, 2019.

(NOTARY SIGNATURE)

DOUGLAS B. ELLIOTT
NOTARY
PUBLIC
DAVIDSON COUNTY, NC

Douglas B Elliott
(TYPED NOTARY NAME)

25th March, 2023
MY COMMISSION EXPIRES

REVIEW OFFICER CERTIFICATION

I, Eric J. Martin REVIEW OFFICER OF RANDOLPH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

Eric J Martin 12/6/19
REVIEW OFFICER
RANDOLPH COUNTY MAPPING DEPARTMENT

RANDOLPH COUNTY, NORTH CAROLINA
1779

COUNTY OF RANDOLPH
CERTIFICATE OF EXEMPTION

APPROVED Jay Dale
PLANNING DIRECTOR

DATE 12/6/19

RANDOLPH COUNTY, NORTH CAROLINA
1779

Point Table		
Point #	Northing	Easting
1	788428.58	1737425.50
2	788184.80	1737646.61
3	788171.72	1737609.51
4	788166.27	1737594.32
5	788162.95	1737583.48
6	788153.32	1737567.02
7	788147.00	1737557.29
8	788133.98	1737549.72
9	788140.44	1737542.90
10	788134.05	1737523.18
11	788126.33	1737519.20
12	788109.11	1737514.06
13	788099.44	1737507.65
14	788089.91	1737505.07
15	788074.53	1737491.76
16	788067.39	1737479.94
17	788066.81	1737472.59
18	788060.52	1737461.45
19	788034.98	1737451.14
20	788022.76	1737448.45

Point Table		
Point #	Northing	Easting
21	788014.59	1737449.74
22	787997.02	1737425.73
23	787995.68	1737407.93
24	787993.50	1737403.77
25	787971.36	1737387.20
26	787966.79	1737378.79
27	787955.34	1737365.79
28	787953.04	1737345.67
29	787938.42	1737312.20
30	787933.89	1737288.64
31	787919.35	1737269.05
32	787911.28	1737245.83
33	787908.04	1737243.70
34	787903.76	1737237.92
35	787901.09	1737227.26
36	787900.77	1737209.78
37	787893.78	1737191.69
38	787895.55	1737174.35
39	787889.44	1737163.26
40	787887.16	1737152.49

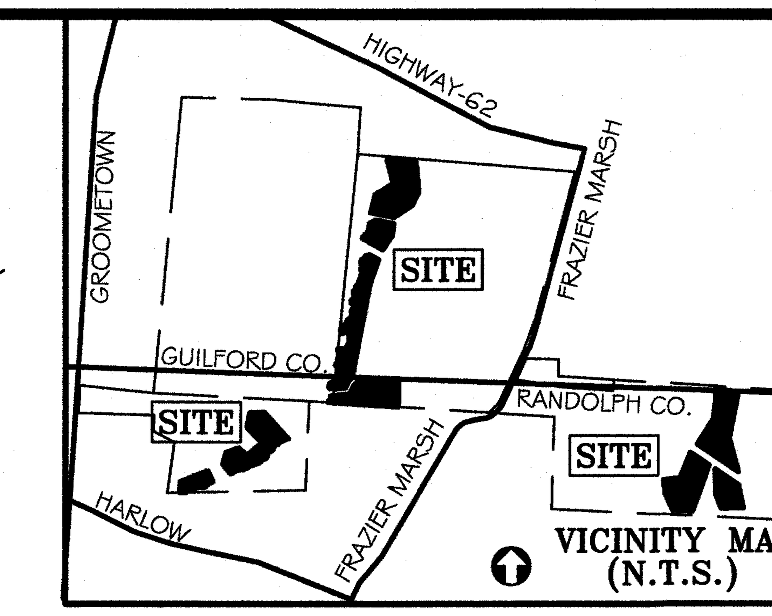
Point Table		
Point #	Northing	Easting
41	787880.88	1737142.25
42	787869.25	1737128.96
43	787861.70	1737106.96
44	787950.87	1737035.35
45	788059.51	1737067.37
46	788100.47	1737185.26
47	788028.39	1737255.91
48	788145.42	1737402.15
49	788290.20	1737261.16
50	788422.99	1737284.34
51	787790.40	1736945.45
52	787782.42	1736935.81
53	787776.89	1736920.46
54	787774.97	1736905.97
55	787752.75	1736883.86
56	787739.30	1736870.83
57	787730.47	1736846.51
58	787748.47	1736813.81
59	787734.96	1736807.07
60	787725.40	1736782.39

Point Table		
Point #	Northing	Easting
61	787714.61	1736759.94
62	787701.82	1736745.64
63	787699.14	1736729.72
64	787707.40	1736708.29
65	787704.07	1736700.71
66	787686.85	1736690.70
67	787685.76	1736633.48
68	787787.12	1736638.29
69	787888.55	1736896.58
70	788716.14	1738670.07
71	788480.10	1738667.16
72	788521.57	1738014.90
73	788530.11	1738016.88
74	788536.06	1738019.83
75	788539.64	1738026.05
76	788542.45	1738030.01
77	788545.61	1738032.27
78	788548.50	1738036.14
79	788552.47	1738039.79
80	788556.18	1738041.62

Point Table		
Point #	Northing	Easting
81	788562.59	1738042.21
82	788567.43	1738040.38
83	788567.58	1738038.51
84	788572.69	1738035.80
85	788578.54	1738038.31
86	788582.04	1738042.78
87	788597.75	1738213.85
88	788678.44	1738253.75
89	788745.26	1738332.99
90	788841.50	1738254.61
91	788753.50	1738237.63
92	788716.25	1738205.51
93	788654.43	1738174.94
94	788645.04	1738072.77
95	788649.93	1738070.74
96	788652.15	1738066.78
97	788656.74	1738059.12
98	788656.97	1738053.41
99	788656.00	1738049.00
100	788650.85	1738042.15

Point Table		
Point #	Northing	Easting
101	788649.83	1738038.27
102	788650.18	1738033.74
103	788650.82	1738030.79
104	788657.04	1738023.82
105	788660.90	1738021.44
106	788664.12	1738021.13
107	788673.50	1738022.38
108	788687.42	1738026.04
109	788693.58	1738027.73
110	788700.32	1738033.77
111	788701.80	1738036.80
112	788706.35	1738045.73
113	788707.57	1738051.64
114	788710.95	1738060.51
115	788719.19	1738071.66
116	788723.22	1738080.99
117	788726.52	1738091.59
118	788727.90	1738097.12
119	788731.34	1738103.10
120	788738.31	1738107.18

NORTH CAROLINA
PROFESSIONAL
SEAL
L-5008
LAND SURVEYOR
CHRISTOPHER L. COLE
Christopher L Cole



Point Table		
Point #	Northing	Easting
121	788741.79	1738110.03
122	788748.21	1738106.82
123	788755.86	1738100.82
124	788763.33	1738102.36
125	788769.30	1738105.28
126	788772.11	1738110.36
127	788773.09	1738114.72
128	788777.99	1738120.42
129	788786.77	1738123.43
130	788788.86	1738122.20
131	788793.53	1738122.64
132	788805.58	1738122.81
133	788811.10	1738124.69
134	788821.15	1738125.25
135	788833.04	1738124.22
136	788839.39	1738122.57
137	788843.55	1738119.14
138	788850.51	1738108.60
139	788620.76	1741830.32
140	788189.82	1741745.95

Point Table		
Point #	Northing	Easting
141	787876.02	1741830.43
142	788132.27	1741448.86
143	788367.82	1741599.58
144	788633.29	1741627.32
145	787755.54	1741830.46
146	787538.81	1741875.22
147	787536.43	1741670.62
148	787667.25	1741621.11
149	787900.77	1741614.22
150	787937.72	1741559.20
151	787507.83	1741405.62
152	787517.56	1741223.24
153	787672.79	1741150.60
154	787801.81	1741134.42
155	787816.41	1741286.90
156	788053.60	1741386.64

NOTES:

1) BASIS OF BEARINGS: NCGS GRID COORDINATES, NAD 83/2011 DATUM.

2) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

3) THE AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE COMPUTATION METHOD.

4)LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.

5)PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

6) NO GEODETIC MONUMENT WITHIN 2000' OF THIS SITE.

7) TRAVERSE ADJUSTMENT: COMPASS RULE

8) THIS SURVEY CREATES THE BOUNDARIES OF A CONSERVATION EASEMENT ONLY. THE LAND PARCELS AND THEIR RESPECTIVE BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT ARE NOT CHANGED BY THIS PLAT.

9) THE CONTRACTOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. 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.

10) THE PURPOSE OF THIS PLAT IS TO IDENTIFY THE LOCATION OF THE CONSERVATION EASEMENTS DEPICTED HEREIN, TO PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID CONSERVATION EASEMENTS AND TO PROVIDE ACCESS EASEMENTS OVER THE ASSOCIATED LANDS. THIS PLAT DOES NOT CREATE NEW PROPERTY LINES OR AFFECT ANY EXISTING PROPERTY LINES.

11) THE RIGHT(S) OF NON-EXCLUSIVE INGRESS, EGRESS, AND REGRESS OVER THE SUBJECT PROPERTY AND OVER ALL EXISTING PATHS/ROADS TRANSECTING THE PROPERTY ARE RESERVED BY THE GRANTOR(S) AND THE GRANTEE(S) OF THE CONSERVATION EASEMENT(S) AS SET FORTH HEREIN AND IN THE CONSERVATION EASEMENT DEEDS RECORDED IN CONNECTION WITH THIS CONSERVATION EASEMENT PLAT.

12) THIS IS A MAP-SET; SHEET-1 IS AN OVERVIEW, SHEET-2 DEPICTS EASEMENTS E & F, SHEET-3 DEPICTS EASEMENTS A-D, SHEET-4 DEPICTS EASEMENTS G,H &I AND SHEET-5 CONTAINS SIGNATURES AND ACREAGE.

CONSERVATION EASEMENT AREA

MORGAN AGRI PROPERTIES
EASEMENT A: 115,862 S.F. +/- 2.660 AC. (PIN: 7738-88-8563) (PIN:7738-78-1685)
EASEMENT B: 26,769 S.F. +/- 0.615 AC. (PIN: 7738-88-8563) (PIN: 7738-78-1685)
EASEMENT C: 137,637 S.F. +/- 3.160 AC. (PIN: 7738-78-1103)
EASEMENT D: 34,401 S.F. +/- 0.790 AC. (PIN: 7738-78-1103)
TOTAL AREA SURVEYED: 314,669 S.F. +/− 7.224 AC

SHANNON QUEEN AND CARLA QUEEN
EASEMENT E: 145,862 S.F. +/- 3.349 AC. (PIN:7748-08-9183)
EASEMENT F: 62,852 S.F. +/- 1.443 AC. (PIN: 7748-08-9183)
EASEMENT G: 128,769 S.F. +/- 2.956 AC. (PIN: 7748-08-9183)
TOTAL AREA SURVEYED: 337,483 S.F. +/- 7.748 AC.

THIS SURVEY DOES NOT CREATE A SUBDIVISION IN RANDOLPH COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY BOUNDARY LINES.

SOURCE OF TITLE
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
LEGAL REFERENCES
PB 140 PG 3; PB 139 PG 51

CONSERVATION EASEMENT SURVEY
FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #:76-CP; 76-CQ

Scale	Job No.	Sheet No.	Date	Drawn By
N/A	19-04-17	5 OF 5	8/19/2019	C. COLE

ON THE PROPERTIES OF
MORGAN AGRI PROPERTIES, LLC
SHANNON AND CARLA QUEEN
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
PIN 7738-78-1103; 7738-78-1685;
7738-88-8563; 7748-08-9183
NEW MARKET TOWNSHIP, RANDOLPH COUNTY, NC

NC FIRM LICENSE NO: C-4288
NC PLS NO: L-5008
Ascension Land Surveying P. C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

BK 162 PG 94 (5)
This document presented and filed:
12/06/2019 03:23:05 PM
PLAT RECORDING
Fee $105.00
20089728
Randolph County North Carolina
Krista M. Lowe, Register of Deeds

RES, 302 Jefferson St., Ste 110, Raleigh, NC 27605

CERTIFICATE OF SURVEY AND ACCURACY

"I, CHRIS COLE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BY DEEDS REFERENCED ON THE FACE OF THIS PLAT; THAT DASHED LINES INDICATE LINES NOT SURVEYED;THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS +1:10,000'; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED

I ALSO HEREBY CERTIFY THAT THIS PLAT IS OF ONE OF THE FOLLOWING: GS 47-30 F(11) D; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 4TH DAY OF DECEMBER, AD 2019.

Christopher L. Cole

CHRISTOPHER L. COLE
REGISTRATION/LICENSE NO. NCPLS L-5008
NC FIRM LICENSE NO. C-4288

NORTH CAROLINA PROFESSIONAL SEAL L-5008 LAND SURVEYOR CHRISTOPHER L. COLE

Christopher L. Cole

THE LOCALIZED COORDINATE SYSTEM USED FOR THE PROJECT IS BASED ON STATE PLANE COORDINATES AND WERE ESTABLISHED BY A #4 REBAR (N: 789156.72' E: 1,738,322.19')

CLASS OF SURVEY: A
POSITIONAL ACCURACY: DOES NOT EXCEED 0.10'
TYPE OF GPS FIELD PROCEDURE: VRS-RTK
DATE OF SURVEY: 06/10/2019
DATUM/EPOCH: NAD83(2011)
GEOID MODEL: GEOID12A
COMBINED GRID FACTOR: 0.99990314233 (GROUND TO GRID)
UNITS: US SURVEY FEET

STATE OF NORTH CAROLINA , RANDOLPH COUNTY
THE FOREGOING CERTIFICATE OF, NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDED IN MAP BOOK ____, PAGE ____,
THIS ____DAY OF ____, 20 ____AT ____ A.M./P.M

____
REGISTER OF DEEDS

LEGEND

CP ○	CALCULATED POINT (NOT SET)
●	PROPERTY CORNER (FOUND)
●	#4 REBAR SET
—— PL ——	PROPERTY LINE (SURVEYED)
— — PL — —	PROPERTY LINE (NOT SURVEYED)
— — RW — —	RIGHT OF WAY
—— LCE ——	CONSERVATION EASEMENT
— — TB — — TB —	EXISTING TOP OF BANK
—— X ——	FENCE

CONSERVATION EASEMENT A
PIN: 7738-88-8563; 7738-78-1685

CONSERVATION EASEMENT B
PIN: 7738-88-8563; 7738-78-1685

CONSERVATION EASEMENT G
PIN: 7738-78-1103

CONSERVATION EASEMENT D
PIN: 7738-78-1103

CONSERVATION EASEMENT E
PIN: 7748-08-9183

CONSERVATION EASEMENT F
PIN: 7748-08-9183

CONSERVATION EASEMENT G
PIN: 7748-08-9183

COUNTY OF RANDOLPH
CERTIFICATE OF EXEMPTION
APPROVED Jay Dale / Ep
PLANNING DIRECTOR
DATE 12/6/19

REVIEW OFFICER CERTIFICATION

I, Eric J. Martin REVIEW OFFICER OF RANDOLPH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

Eric J. Martin 12/6/19
REVIEW OFFICER
RANDOLPH COUNTY MAPPING DEPARTMENT

THIS SURVEY DOES NOT CREATE A SUBDIVISION IN RANDOLPH COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY BOUNDARY LINES.

NOTES:

1) BASIS OF BEARINGS: NCGS GRID COORDINATES, NAD 83/2011 DATUM.

2) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

3) THE AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE COMPUTATION METHOD.

4)LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.

5)PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

6) NO GEODETIC MONUMENT WITHIN 2000' OF THIS SITE.

7) TRAVERSE ADJUSTMENT: COMPASS RULE

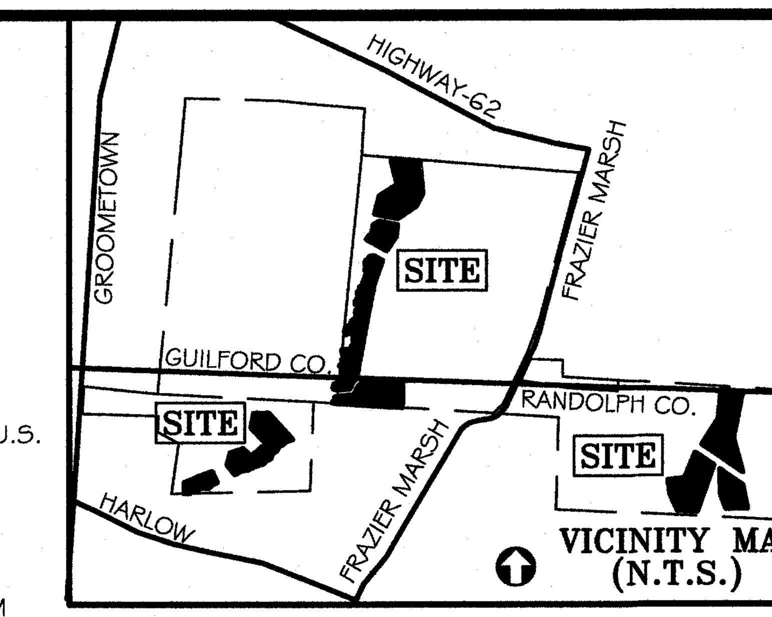
8) THIS SURVEY CREATES THE BOUNDARIES OF A CONSERVATION EASEMENT ONLY. THE LAND PARCELS AND THEIR RESPECTIVE BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT ARE NOT CHANGED BY THIS PLAT.

9) THE CONTRACTOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. 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.

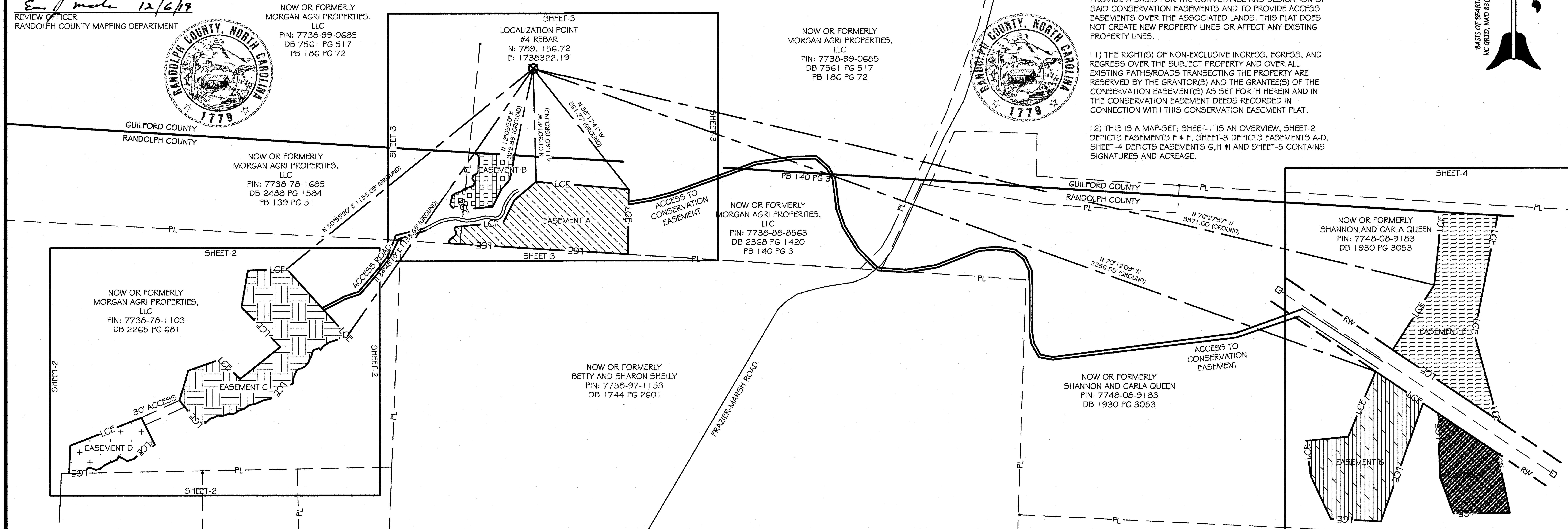
10) THE PURPOSE OF THIS PLAT IS TO IDENTIFY THE LOCATION OF THE CONSERVATION EASEMENTS DEPICTED HEREIN, TO PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID CONSERVATION EASEMENTS AND TO PROVIDE ACCESS EASEMENTS OVER THE ASSOCIATED LANDS. THIS PLAT DOES NOT CREATE NEW PROPERTY LINES OR AFFECT ANY EXISTING PROPERTY LINES.

11) THE RIGHT(S) OF NON-EXCLUSIVE INGRESS, EGRESS, AND REGRESS OVER THE SUBJECT PROPERTY AND OVER ALL EXISTING PATHS/ROADS TRANSECTING THE PROPERTY ARE RESERVED BY THE GRANTOR(S) AND THE GRANTEE(S) OF THE CONSERVATION EASEMENT(S) AS SET FORTH HEREIN AND IN THE CONSERVATION EASEMENT DEEDS RECORDED IN CONNECTION WITH THIS CONSERVATION EASEMENT PLAT.

12) THIS IS A MAP-SET; SHEET-1 IS AN OVERVIEW, SHEET-2 DEPICTS EASEMENTS E & F, SHEET-3 DEPICTS EASEMENTS A-D, SHEET-4 DEPICTS EASEMENTS G,H &I AND SHEET-5 CONTAINS SIGNATURES AND ACREAGE.



BASIS OF BEARINGS: NC GRID, NAD 83(2011)



CONSERVATION EASEMENT SURVEY
FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #:76-CP; 76-CQ

Scale	Job No.	Sheet No.	Date	Drawn By
1" = 250'	19-04-17	1 OF 5	8/19/2019	C. COLE

ON THE PROPERTIES OF
MORGAN AGRI PROPERTIES, LLC
SHANNON AND CARLA QUEEN
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
PIN 7738-78-1103; 7738-78-1685;
7738-88-8563; 7748-08-9183
NEW MARKET TOWNSHIP, RANDOLPH COUNTY, NC

NC FIRM LICENSE NO: C-4288
NC PLS NO: L-5008
Ascension Land Surveying P. C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

GRAPHIC SCALE
250 0 125 250 500 1000
(IN FEET)
1 inch = 250 ft.

SOURCE OF TITLE
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
LEGAL REFERENCES
PB 140 PG 3; PB 139 PG 51

REVIEW OFFICER CERTIFICATION

I, Eric J. Meade REVIEW OFFICER OF RANDOLPH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

12/6/19

REVIEW OFFICER
RANDOLPH COUNTY MAPPING DEPARTMENT

THIS SURVEY DOES NOT CREATE A SUBDIVISION IN RANDOLPH COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY BOUNDARY LINES.

NORTH CAROLINA PROFESSIONAL SEAL L-5008 LAND SURVEYOR CHRISTOPHER L. COLE

RANDOLPH COUNTY, NORTH CAROLINA 1779

LINE TABLE

LINE	BEARING	LENGTH
L1	S50°24'50"W	12.51'
L2	S70°11'41"W	16.32'
L3	S82°25'55"W	14.62'
L4	S44°50'46"W	31.34'
L5	S44°07'36"W	18.73'
L6	S70°01'53"W	25.87'
L7	N61°10'34"W	37.32'
L8	S26°31'51"W	15.09'
L9	S68°49'38"W	26.47'
L10	S64°18'57"W	24.91'
L11	S48°12'35"W	19.19'
L12	S80°25'53"W	16.15'
L13	N68°55'09"W	22.97'
L14	S66°18'37"W	8.28'
L15	S30°09'39"W	19.91'
L16	N87°04'51"W	15.00'
L17	S70°34'49"W	39.34'
L18	S70°15'27"W	16.13'
L19	S72°58'59"W	11.34'
L20	S59°40'13"W	19.07'

LINE TABLE

LINE	BEARING	LENGTH
L21	S56°57'28"W	11.60'
L22	S30°10'55"W	15.06'
L23	N46°34'22"W	9.40'
L24	S72°02'39"W	20.72'
L25	S27°15'01"W	8.69'
L26	S16°37'15"W	17.97'
L27	S33°34'03"W	11.61'
L28	S15°06'08"W	9.88'
L29	S40°53'15"W	20.34'
L30	S58°52'22"W	13.81'
L31	S85°28'52"W	7.37'
L32	S60°32'59"W	12.80'
L33	S21°57'46"W	27.54'
L34	S12°27'08"W	12.51'
L35	S08°57'41"E	8.27'
L36	S53°48'02"W	29.75'
L37	S85°41'08"W	17.85'
L38	S62°23'50"W	4.70'
L39	S36°48'55"W	27.66'
L40	S61°28'01"W	9.57'

LINE TABLE

LINE	BEARING	LENGTH
L41	S48°38'04"W	17.33'
L42	S83°29'08"W	20.24'
L43	S66°24'13"W	36.52'
L44	S79°07'33"W	24.00'
L45	S53°24'01"W	24.39'
L46	S70°51'24"W	24.59'
L47	S33°09'00"W	3.88'
L48	S53°29'16"W	7.19'
L49	S75°57'13"W	10.99'
L50	S88°57'00"W	17.48'
L51	S68°52'59"W	19.39'
L52	N84°09'35"W	17.42'
L53	S61°09'48"W	12.67'
L54	S78°00'19"W	11.01'
L55	S58°30'19"W	12.01'
L56	S48°49'16"W	17.66'
L57	S71°02'05"W	23.26'

Point Table

Point #	Northing	Easting
1	788428.58	1737425.50
2	788184.80	1737646.61
3	788171.72	1737609.51
4	788166.27	1737594.32
5	788162.95	1737583.48
6	788153.32	1737567.02
7	788147.00	1737557.29
8	788133.98	1737549.72
9	788140.44	1737542.90
10	788134.05	1737523.18
11	788126.33	1737519.20
12	788109.11	1737514.06
13	788099.44	1737507.65
14	788089.91	1737505.07
15	788074.53	1737491.76
16	788067.39	1737479.94
17	788066.81	1737472.59
18	788060.52	1737461.45
19	788034.98	1737451.14
20	788022.76	1737448.45

Point Table

Point #	Northing	Easting
21	788014.59	1737449.74
22	787997.02	1737425.73
23	787995.68	1737407.93
24	787993.50	1737403.77
25	787971.36	1737387.20
26	787966.79	1737378.79
27	787955.34	1737365.79
28	787953.04	1737345.67
29	787938.42	1737312.20
30	787933.89	1737288.64
31	787919.35	1737269.05
32	787911.28	1737245.83
33	787908.04	1737243.70
34	787903.76	1737237.92
35	787901.09	1737227.26
36	787900.77	1737209.78
37	787893.78	1737191.69
38	787895.55	1737174.35
39	787889.44	1737163.26
40	787887.16	1737152.49

Point Table

Point #	Northing	Easting
41	787880.88	1737142.25
42	787869.25	1737128.96
43	787861.70	1737106.96
44	787950.87	1737035.35
45	788059.51	1737067.37
46	788100.47	1737185.26
47	788028.39	1737255.91
48	788145.42	1737402.15
49	788290.20	1737261.16
50	788422.99	1737284.34
51	787790.40	1736945.45
52	787782.42	1736935.81
53	787776.89	1736920.46
54	787774.97	1736905.97
55	787752.75	1736883.86
56	787739.30	1736870.83
57	787730.47	1736846.51
58	787748.47	1736813.81
59	787734.96	1736807.07
60	787725.40	1736782.39

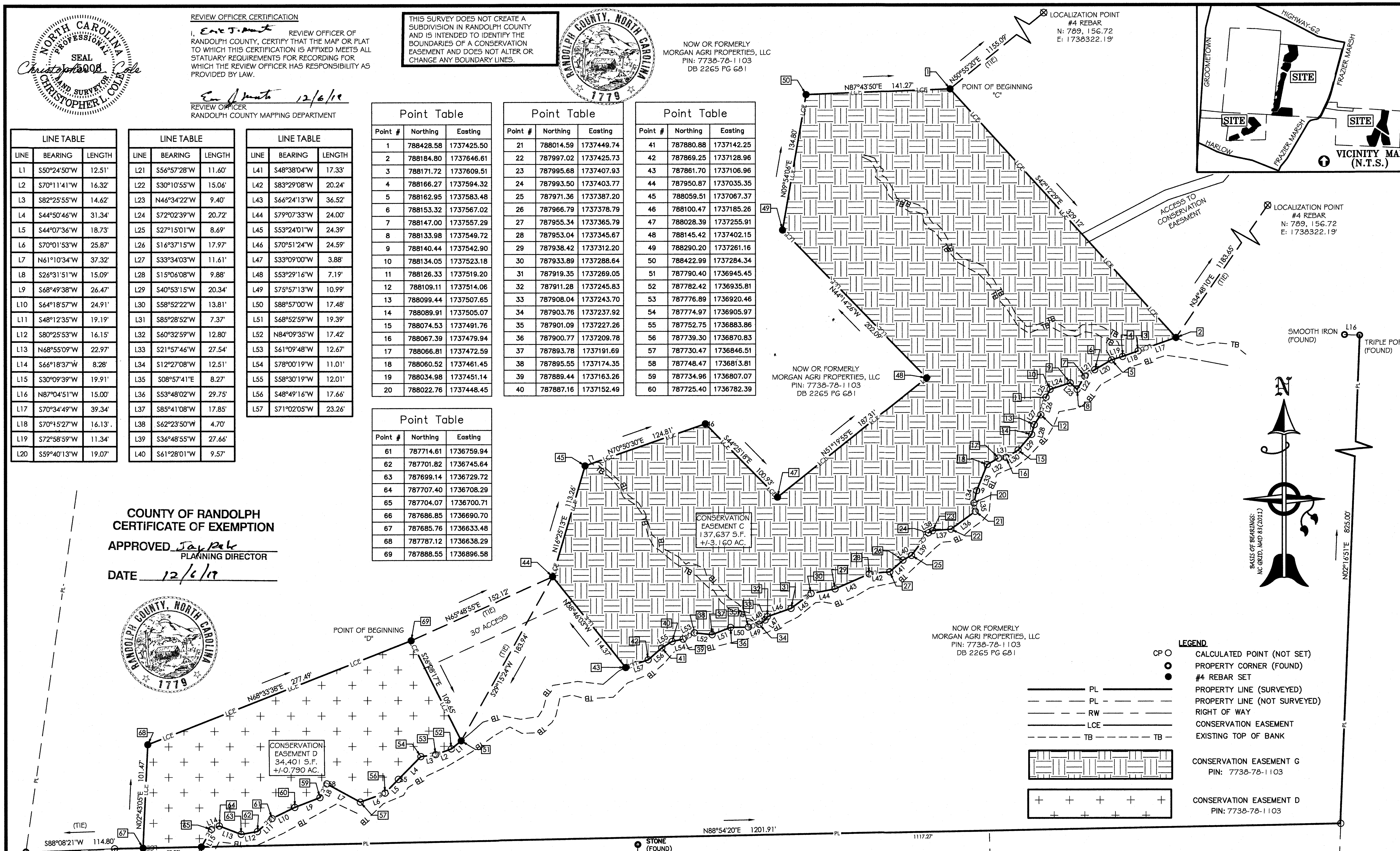
Point Table

Point #	Northing	Easting
61	787714.61	1736759.94
62	787701.82	1736745.64
63	787699.14	1736729.72
64	787707.40	1736708.29
65	787704.07	1736700.71
66	787686.85	1736690.70
67	787685.76	1736633.48
68	787787.12	1736638.29
69	787888.55	1736896.58

COUNTY OF RANDOLPH
CERTIFICATE OF EXEMPTION

APPROVED Jay Peak
PLANNING DIRECTOR

DATE 12/6/19



CONSERVATION EASEMENT SURVEY
FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #:76-CP; 76-CQ

Scale	Job No.	Sheet No.	Date	Drawn By
1" = 60'	19-04-17	2 OF 5	8/19/2019	C. COLE

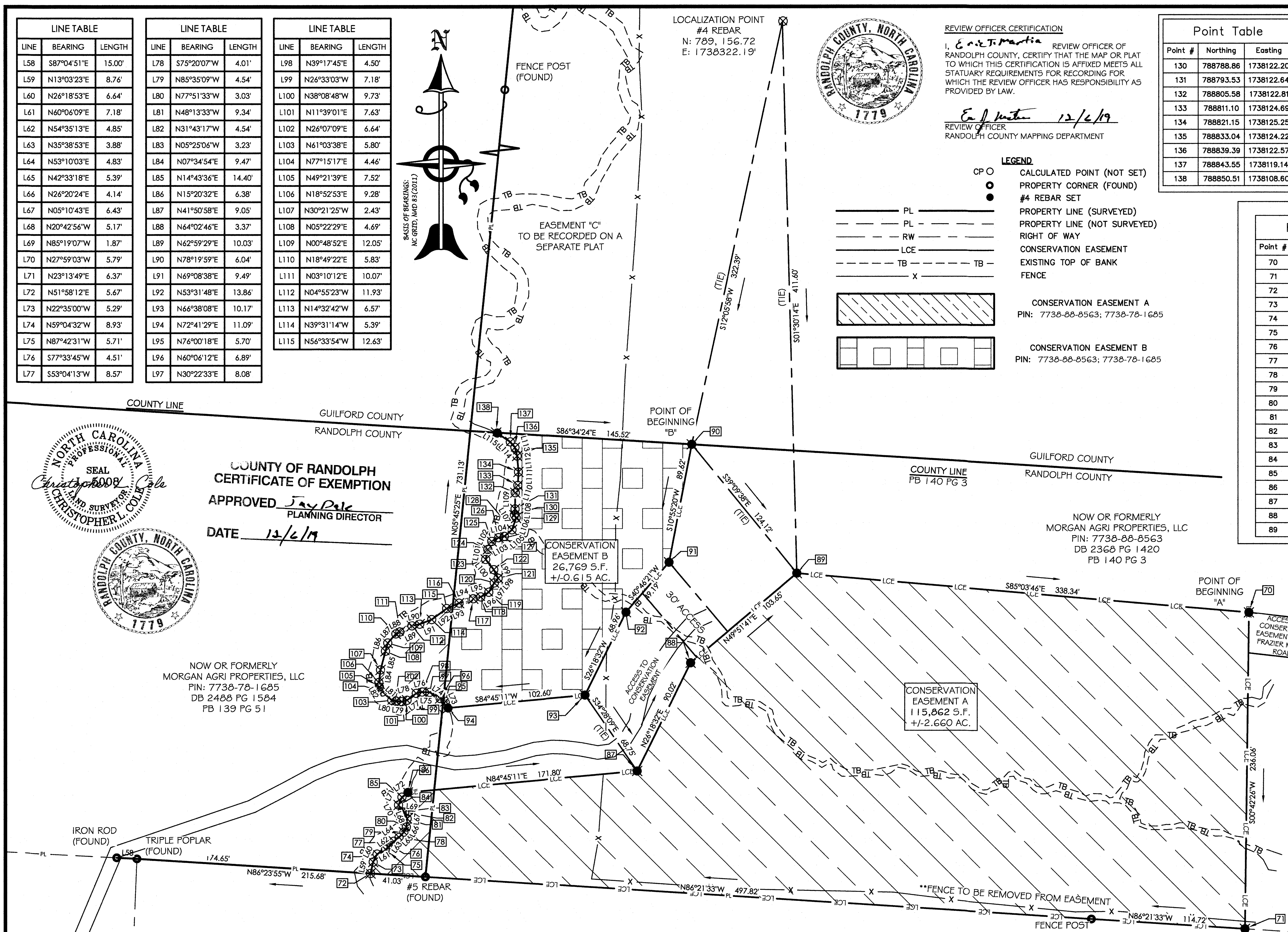
ON THE PROPERTIES OF
MORGAN AGRI PROPERTIES, LLC
SHANNON AND CARLA QUEEN
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
PIN 7738-78-1103; 7738-78-1685;
7738-88-8563; 7748-08-9183
NEW MARKET TOWNSHIP, RANDOLPH COUNTY, NC

NC FIRM LICENSE NO: C-4288
NC PLS NO: L-5008
Ascension Land Surveying P.C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

LINE TABLE		
LINE	BEARING	LENGTH
L58	S87°04'51"E	15.00'
L59	N13°03'23"E	8.76'
L60	N26°18'53"E	6.64'
L61	N60°06'09"E	7.18'
L62	N54°35'13"E	4.85'
L63	N35°38'53"E	3.88'
L64	N53°10'03"E	4.83'
L65	N42°33'18"E	5.39'
L66	N26°20'24"E	4.14'
L67	N05°10'43"E	6.43'
L68	N20°42'56"W	5.17'
L69	N85°19'07"W	1.87'
L70	N27°59'03"W	5.79'
L71	N23°13'49"E	6.37'
L72	N51°58'12"E	5.67'
L73	N22°35'00"W	5.29'
L74	N59°04'32"W	8.93'
L75	N87°42'31"W	5.71'
L76	S77°33'45"W	4.51'
L77	S53°04'13"W	8.57'

LINE TABLE		
LINE	BEARING	LENGTH
L78	S75°20'07"W	4.01'
L79	N85°35'09"W	4.54'
L80	N77°51'33"W	3.03'
L81	N48°13'33"W	9.34'
L82	N31°43'17"W	4.54'
L83	N05°25'06"W	3.23'
L84	N07°34'54"E	9.47'
L85	N14°43'36"E	14.40'
L86	N15°20'32"E	6.38'
L87	N41°50'58"E	9.05'
L88	N64°02'46"E	3.37'
L89	N62°59'29"E	10.03'
L90	N78°19'59"E	6.04'
L91	N69°08'38"E	9.49'
L92	N53°31'48"E	13.86'
L93	N66°38'08"E	10.17'
L94	N72°41'29"E	11.09'
L95	N76°00'18"E	5.70'
L96	N60°06'12"E	6.89'
L97	N30°22'33"E	8.08'

LINE TABLE		
LINE	BEARING	LENGTH
L98	N39°17'45"E	4.50'
L99	N26°33'03"W	7.18'
L100	N38°08'48"W	9.73'
L101	N11°39'01"E	7.63'
L102	N26°07'09"E	6.64'
L103	N61°03'38"E	5.80'
L104	N77°15'17"E	4.46'
L105	N49°21'39"E	7.52'
L106	N18°52'53"E	9.28'
L107	N30°21'25"W	2.43'
L108	N05°22'29"E	4.69'
L109	N00°48'52"E	12.05'
L110	N18°49'22"E	5.83'
L111	N03°10'12"E	10.07'
L112	N04°55'23"W	11.93'
L113	N14°32'42"W	6.57'
L114	N39°31'14"W	5.39'
L115	N56°33'54"W	12.63'



COUNTY OF RANDOLPH
CERTIFICATE OF EXEMPTION

APPROVED Jay Dale
PLANNING DIRECTOR

DATE 12/6/19

REVIEW OFFICER CERTIFICATION

I, Eric T. Martin REVIEW OFFICER OF RANDOLPH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

E. T. Martin 12/6/19
REVIEW OFFICER
RANDOLPH COUNTY MAPPING DEPARTMENT

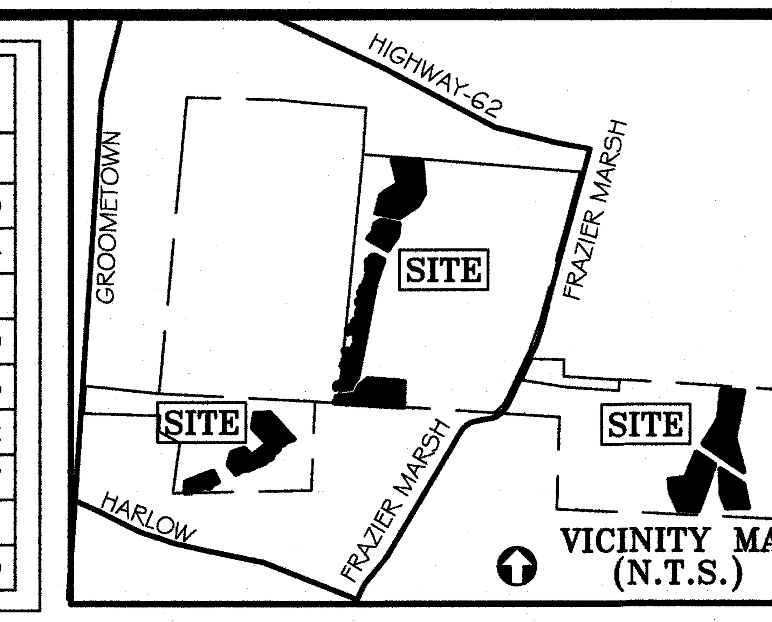
LEGEND

- CP ○ CALCULATED POINT (NOT SET)
- PROPERTY CORNER (FOUND)
- #4 REBAR SET
- PL — PROPERTY LINE (SURVEYED)
- PL — PROPERTY LINE (NOT SURVEYED)
- RW — RIGHT OF WAY
- LCE — CONSERVATION EASEMENT
- TB — TB — EXISTING TOP OF BANK
- X — FENCE

CONSERVATION EASEMENT A
PIN: 7738-88-8563; 7738-78-1685

CONSERVATION EASEMENT B
PIN: 7738-88-8563; 7738-78-1685

Point Table		
Point #	Northing	Easting
130	788788.86	1738122.20
131	788793.53	1738122.64
132	788805.58	1738122.81
133	788811.10	1738124.69
134	788821.15	1738125.25
135	788833.04	1738124.22
136	788839.39	1738122.57
137	788843.55	1738119.14
138	788850.51	1738108.60



Point Table		
Point #	Northing	Easting
70	788716.14	1738670.07
71	788480.10	1738667.16
72	788521.57	1738014.90
73	788530.11	1738016.88
74	788536.06	1738019.83
75	788539.64	1738026.05
76	788542.45	1738030.01
77	788545.61	1738032.27
78	788548.50	1738036.14
79	788552.47	1738039.79
80	788556.18	1738041.62
81	788562.59	1738042.21
82	788567.43	1738040.38
83	788567.58	1738038.51
84	788572.69	1738035.80
85	788578.54	1738038.31
86	788582.04	1738042.78
87	788597.75	1738213.85
88	788678.44	1738253.75
89	788745.26	1738332.99

Point Table		
Point #	Northing	Easting
90	788841.50	1738254.61
91	788753.50	1738237.63
92	788716.25	1738205.51
93	788654.43	1738174.94
94	788645.04	1738072.77
95	788649.93	1738070.74
96	788652.15	1738066.78
97	788656.74	1738059.12
98	788656.97	1738053.41
99	788656.00	1738049.00
100	788650.85	1738042.15
101	788649.83	1738038.27
102	788650.18	1738033.74
103	788650.82	1738030.79
104	788657.04	1738023.82
105	788660.90	1738021.44
106	788664.12	1738021.13
107	788673.50	1738022.38
108	788687.42	1738026.04
109	788693.58	1738027.73

Point Table		
Point #	Northing	Easting
110	788700.32	1738033.77
111	788701.80	1738036.80
112	788706.35	1738045.73
113	788707.57	1738051.64
114	788710.95	1738060.51
115	788719.19	1738071.66
116	788723.22	1738080.99
117	788726.52	1738091.59
118	788727.90	1738097.12
119	788731.34	1738103.10
120	788738.31	1738107.18
121	788741.79	1738110.03
122	788748.21	1738106.82
123	788755.86	1738100.82
124	788763.33	1738102.36
125	788769.30	1738105.28
126	788772.11	1738110.36
127	788773.09	1738114.72
128	788777.99	1738120.42
129	788786.77	1738123.43

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GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

CONSERVATION EASEMENT SURVEY
FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #:76-CP; 76-CQ

Scale	Job No.	Sheet No.	Date	Drawn By
1" = 60'	19-04-17	3 OF 5	8/19/2019	C. COLE

ON THE PROPERTIES OF
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NEW MARKET TOWNSHIP, RANDOLPH COUNTY, NC

NC FIRM LICENSE NO: C-4288
NC PLS NO: L-5008
Ascension Land Surveying P. C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

NORTH CAROLINA PROFESSIONAL SEAL L-5008 LAND SURVEYOR CHRISTOPHER L. COLE

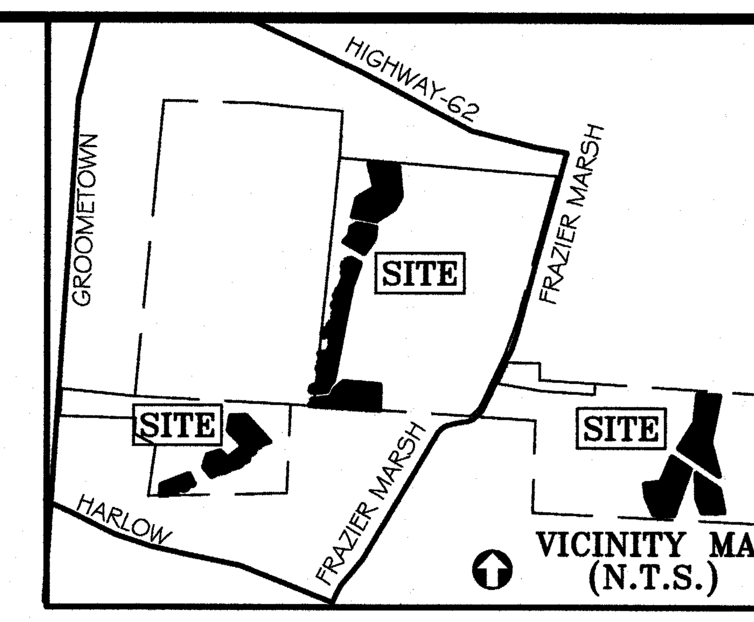
Christopher L. Cole

COUNTY OF RANDOLPH
CERTIFICATE OF EXEMPTION

APPROVED Jay/lal Eh
PLANNING DIRECTOR

DATE 12/6/19

RANDOLPH COUNTY, NORTH CAROLINA 1779



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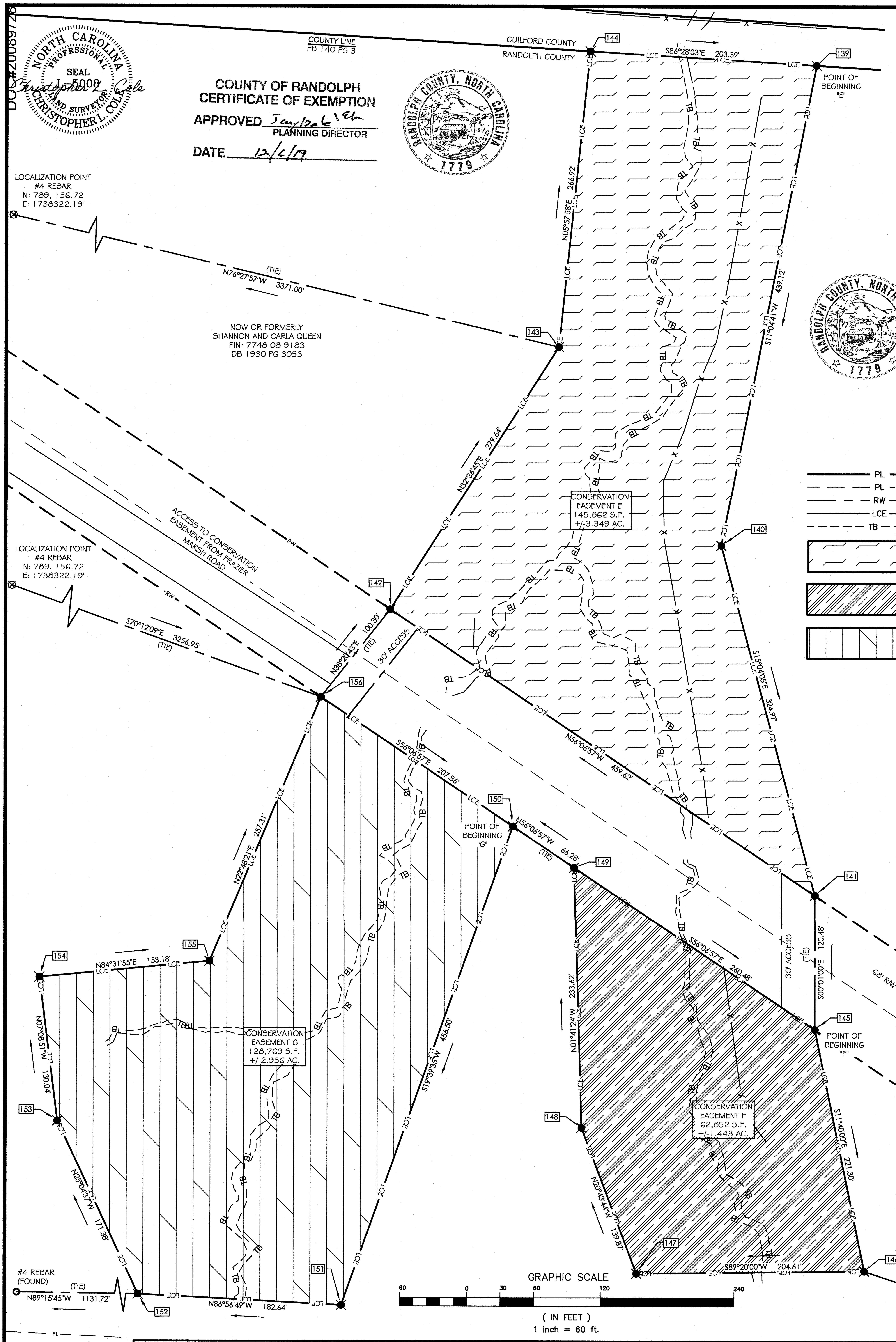
REVIEW OFFICER CERTIFICATION

I, Eric J. Martin REVIEW OFFICER OF RANDOLPH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

Eric Martin 12/6/19
REVIEW OFFICER
RANDOLPH COUNTY MAPPING DEPARTMENT

RANDOLPH COUNTY, NORTH CAROLINA 1779



LEGEND

CP ○	CALCULATED POINT (NOT SET)
○	PROPERTY CORNER (FOUND)
●	#4 REBAR SET
— PL —	PROPERTY LINE (SURVEYED)
— — PL — —	PROPERTY LINE (NOT SURVEYED)
— — RW — —	RIGHT OF WAY
— LCE —	CONSERVATION EASEMENT
— — TB — — TB —	EXISTING TOP OF BANK
	CONSERVATION EASEMENT E PIN: 7748-08-9183
	CONSERVATION EASEMENT F PIN: 7748-08-9183
	CONSERVATION EASEMENT G PIN: 7748-08-9183

Point Table

Point #	Northing	Easting
139	788620.76	1741830.32
140	788189.82	1741745.95
141	787876.02	1741830.43
142	788132.27	1741448.86
143	788367.82	1741599.58
144	788633.29	1741627.32
145	787755.54	1741830.46
146	787538.81	1741875.22
147	787536.43	1741670.62
148	787667.25	1741621.11
149	787900.77	1741614.22
150	787937.72	1741559.20
151	787507.83	1741405.62
152	787517.56	1741223.24
153	787672.79	1741150.60
154	787801.81	1741134.42
155	787816.41	1741286.90
156	788053.60	1741386.64

CONSERVATION EASEMENT SURVEY

FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #:76-CP; 76-CQ

Scale	Job No.	Sheet No.	Date	Drawn By
1" = 60'	19-04-17	4 OF 5	8/19/2019	C. COLE

ON THE PROPERTIES OF

MORGAN AGRI PROPERTIES, LLC
SHANNON AND CARLA QUEEN
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
PIN 7738-78-1103; 7738-78-1685;
7738-88-8563; 7748-08-9183
NEW MARKET TOWNSHIP, RANDOLPH COUNTY, NC

NC FIRM LICENSE NO: C-4288
NC PLS NO: L-5008
Ascension Land Surveying P. C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

OWNER CERTIFICATION

PIN: 7738-78-1685; 7738-88-8563; 7738-78-1103

I, MORGAN AGRI PROPERTIES, LLC, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LIFE ESTATES OF THE PROPERTIES IDENTIFIED BY THE RANDOLPH COUNTY NORTH CAROLINA PARCEL IDENTIFICATION NUMBERS SET FORTH ABOVE; THAT WE HEREBY ADOPT THIS CONSERVATION EASEMENT PLAN AND THE TERMS AND CONDITIONS CONTAINED HEREON AND GRANT AND CONVEY THE EASEMENTS HEREIN WITH FREE CONSENT. FURTHER, WE CERTIFY THAT THE LANDS AS SHOWN HEREON ARE WITHIN THE SUBDIVISION REGULATION JURISDICTION OF RANDOLPH COUNTY, NORTH CAROLINA.

Malinda S Morgan 12/5/19
MORGAN AGRI PROPERTIES, LLC DATE
(EASEMENTS A,B,C&D 314,669 S.F. +/- 7.224 AC.)

STATE OF NORTH CAROLINA
COUNTY OF Randolph

I, Kenton Beal THE UNDERSIGNED NOTARY PUBLIC CERTIFY MORGAN AGRI PROPERTIES, LLC PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING DOCUMENT.
WITNESS MY HAND AND NOTARIAL STAMP OR SEAL THIS THE 5 DAY OF December, 2019.

(NOTARY SIGNATURE)

Kenton E. Beal
(TYPED NOTARY NAME)

4/25/2024
MY COMMISSION EXPIRES

KENTON E. BEAL
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 4-25-2024.

OWNER CERTIFICATION

PIN: 7748-08-9183

I, SHANNON QUEEN AND CARLA QUEEN, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LIFE ESTATES OF THE PROPERTIES IDENTIFIED BY THE RANDOLPH COUNTY NORTH CAROLINA PARCEL IDENTIFICATION NUMBERS SET FORTH ABOVE; THAT WE HEREBY ADOPT THIS CONSERVATION EASEMENT PLAN AND THE TERMS AND CONDITIONS CONTAINED HEREON AND GRANT AND CONVEY THE EASEMENTS HEREIN WITH FREE CONSENT. FURTHER, WE CERTIFY THAT THE LANDS AS SHOWN HEREON ARE WITHIN THE SUBDIVISION REGULATION JURISDICTION OF RANDOLPH COUNTY, NORTH CAROLINA.

Shannon Queen 12-5-19
SHANNON QUEEN DATE
(EASEMENTS E,F & G 337,483 S.F. +/- 7.748 AC.)

Carla Queen 12/5/19
CARLA QUEEN DATE
(EASEMENTS E,F & G 337,483 S.F. +/- 7.748 AC.)

STATE OF NORTH CAROLINA
COUNTY OF Davidson

I, Douglas B Elliott THE UNDERSIGNED NOTARY PUBLIC CERTIFY ~~MORGAN AGRI PROPERTIES, LLC~~ SHANNON QUEEN and CARLA QUEEN PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING DOCUMENT.
WITNESS MY HAND AND NOTARIAL STAMP OR SEAL THIS THE 5th DAY OF December, 2019.

(NOTARY SIGNATURE)

Douglas B Elliott
(TYPED NOTARY NAME)

25th March, 2023
MY COMMISSION EXPIRES

DOUGLAS B. ELLIOTT
NOTARY
PUBLIC
DAVIDSON COUNTY, NC

REVIEW OFFICER CERTIFICATION

I, Eric J. Martin REVIEW OFFICER OF RANDOLPH COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUARY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

Eric J Martin 12/6/19
REVIEW OFFICER
RANDOLPH COUNTY MAPPING DEPARTMENT

RANDOLPH COUNTY, NORTH CAROLINA 1779

COUNTY OF RANDOLPH
CERTIFICATE OF EXEMPTION

APPROVED Jay Dale
PLANNING DIRECTOR

DATE 12/6/19

RANDOLPH COUNTY, NORTH CAROLINA 1779

Point Table		
Point #	Northing	Easting
1	788428.58	1737425.50
2	788184.80	1737646.61
3	788171.72	1737609.51
4	788166.27	1737594.32
5	788162.95	1737583.48
6	788153.32	1737567.02
7	788147.00	1737557.29
8	788133.98	1737549.72
9	788140.44	1737542.90
10	788134.05	1737523.18
11	788126.33	1737519.20
12	788109.11	1737514.06
13	788099.44	1737507.65
14	788089.91	1737505.07
15	788074.53	1737491.76
16	788067.39	1737479.94
17	788066.81	1737472.59
18	788060.52	1737461.45
19	788034.98	1737451.14
20	788022.76	1737448.45

Point Table		
Point #	Northing	Easting
21	788014.59	1737449.74
22	787997.02	1737425.73
23	787995.68	1737407.93
24	787993.50	1737403.77
25	787971.36	1737387.20
26	787966.79	1737378.79
27	787955.34	1737365.79
28	787953.04	1737345.67
29	787938.42	1737312.20
30	787933.89	1737288.64
31	787919.35	1737269.05
32	787911.28	1737245.83
33	787908.04	1737243.70
34	787903.76	1737237.92
35	787901.09	1737227.26
36	787900.77	1737209.78
37	787893.78	1737191.69
38	787895.55	1737174.35
39	787889.44	1737163.26
40	787887.16	1737152.49

Point Table		
Point #	Northing	Easting
41	787880.88	1737142.25
42	787869.25	1737128.96
43	787861.70	1737106.96
44	787950.87	1737035.35
45	788059.51	1737067.37
46	788100.47	1737185.26
47	788028.39	1737255.91
48	788145.42	1737402.15
49	788290.20	1737261.16
50	788422.99	1737284.34
51	787790.40	1736945.45
52	787782.42	1736935.81
53	787776.89	1736920.46
54	787774.97	1736905.97
55	787752.75	1736883.86
56	787739.30	1736870.83
57	787730.47	1736846.51
58	787748.47	1736813.81
59	787734.96	1736807.07
60	787725.40	1736782.39

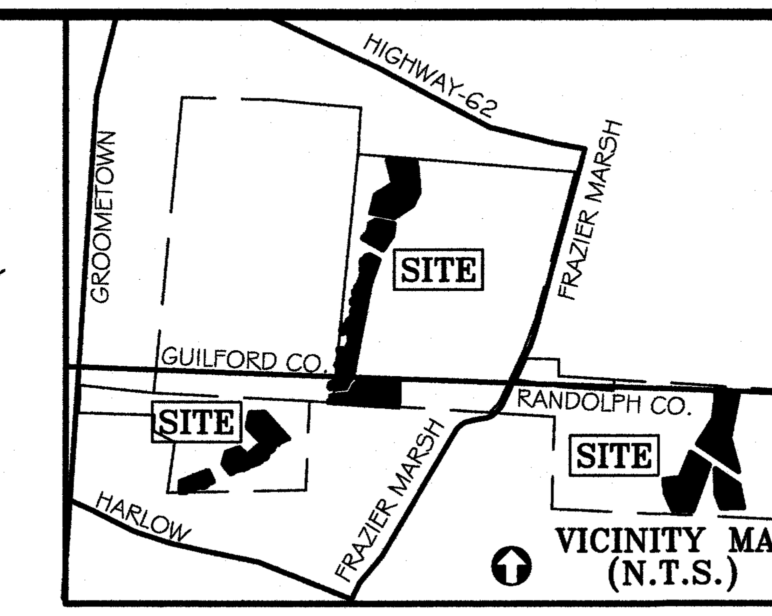
Point Table		
Point #	Northing	Easting
61	787714.61	1736759.94
62	787701.82	1736745.64
63	787699.14	1736729.72
64	787707.40	1736708.29
65	787704.07	1736700.71
66	787686.85	1736690.70
67	787685.76	1736633.48
68	787787.12	1736638.29
69	787888.55	1736896.58
70	788716.14	1738670.07
71	788480.10	1738667.16
72	788521.57	1738014.90
73	788530.11	1738016.88
74	788536.06	1738019.83
75	788539.64	1738026.05
76	788542.45	1738030.01
77	788545.61	1738032.27
78	788548.50	1738036.14
79	788552.47	1738039.79
80	788556.18	1738041.62

Point Table		
Point #	Northing	Easting
81	788562.59	1738042.21
82	788567.43	1738040.38
83	788567.58	1738038.51
84	788572.69	1738035.80
85	788578.54	1738038.31
86	788582.04	1738042.78
87	788597.75	1738213.85
88	788678.44	1738253.75
89	788745.26	1738332.99
90	788841.50	1738254.61
91	788753.50	1738237.63
92	788716.25	1738205.51
93	788654.43	1738174.94
94	788645.04	1738072.77
95	788649.93	1738070.74
96	788652.15	1738066.78
97	788656.74	1738059.12
98	788656.97	1738053.41
99	788656.00	1738049.00
100	788650.85	1738042.15

Point Table		
Point #	Northing	Easting
101	788649.83	1738038.27
102	788650.18	1738033.74
103	788650.82	1738030.79
104	788657.04	1738023.82
105	788660.90	1738021.44
106	788664.12	1738021.13
107	788673.50	1738022.38
108	788687.42	1738026.04
109	788693.58	1738027.73
110	788700.32	1738033.77
111	788701.80	1738036.80
112	788706.35	1738045.73
113	788707.57	1738051.64
114	788710.95	1738060.51
115	788719.19	1738071.66
116	788723.22	1738080.99
117	788726.52	1738091.59
118	788727.90	1738097.12
119	788731.34	1738103.10
120	788738.31	1738107.18

NORTH CAROLINA
PROFESSIONAL
SEAL
L-5008
LAND SURVEYOR
CHRISTOPHER L. COLE

Christopher L Cole



Point Table		
Point #	Northing	Easting
121	788741.79	1738110.03
122	788748.21	1738106.82
123	788755.86	1738100.82
124	788763.33	1738102.36
125	788769.30	1738105.28
126	788772.11	1738110.36
127	788773.09	1738114.72
128	788777.99	1738120.42
129	788786.77	1738123.43
130	788788.86	1738122.20
131	788793.53	1738122.64
132	788805.58	1738122.81
133	788811.10	1738124.69
134	788821.15	1738125.25
135	788833.04	1738124.22
136	788839.39	1738122.57
137	788843.55	1738119.14
138	788850.51	1738108.60
139	788620.76	1741830.32
140	788189.82	1741745.95

Point Table		
Point #	Northing	Easting
141	787876.02	1741830.43
142	788132.27	1741448.86
143	788367.82	1741599.58
144	788633.29	1741627.32
145	787755.54	1741830.46
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147	787536.43	1741670.62
148	787667.25	1741621.11
149	787900.77	1741614.22
150	787937.72	1741559.20
151	787507.83	1741405.62
152	787517.56	1741223.24
153	787672.79	1741150.60
154	787801.81	1741134.42
155	787816.41	1741286.90
156	788053.60	1741386.64

NOTES:

1) BASIS OF BEARINGS: NCGS GRID COORDINATES, NAD 83/2011 DATUM.

2) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

3) THE AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE COMPUTATION METHOD.

4)LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.

5)PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

6) NO GEODETIC MONUMENT WITHIN 2000' OF THIS SITE.

7) TRAVERSE ADJUSTMENT: COMPASS RULE

8) THIS SURVEY CREATES THE BOUNDARIES OF A CONSERVATION EASEMENT ONLY. THE LAND PARCELS AND THEIR RESPECTIVE BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT ARE NOT CHANGED BY THIS PLAT.

9) THE CONTRACTOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. 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.

10) THE PURPOSE OF THIS PLAT IS TO IDENTIFY THE LOCATION OF THE CONSERVATION EASEMENTS DEPICTED HEREIN, TO PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID CONSERVATION EASEMENTS AND TO PROVIDE ACCESS EASEMENTS OVER THE ASSOCIATED LANDS. THIS PLAT DOES NOT CREATE NEW PROPERTY LINES OR AFFECT ANY EXISTING PROPERTY LINES.

11) THE RIGHT(S) OF NON-EXCLUSIVE INGRESS, EGRESS, AND REGRESS OVER THE SUBJECT PROPERTY AND OVER ALL EXISTING PATHS/ROADS TRANSECTING THE PROPERTY ARE RESERVED BY THE GRANTOR(S) AND THE GRANTEE(S) OF THE CONSERVATION EASEMENT(S) AS SET FORTH HEREIN AND IN THE CONSERVATION EASEMENT DEEDS RECORDED IN CONNECTION WITH THIS CONSERVATION EASEMENT PLAT.

12) THIS IS A MAP-SET; SHEET-1 IS AN OVERVIEW, SHEET-2 DEPICTS EASEMENTS E & F, SHEET-3 DEPICTS EASEMENTS A-D, SHEET-4 DEPICTS EASEMENTS G,H &I AND SHEET-5 CONTAINS SIGNATURES AND ACREAGE.

CONSERVATION EASEMENT AREA

MORGAN AGRI PROPERTIES
EASEMENT A: 115,862 S.F. +/- 2.660 AC. (PIN: 7738-88-8563) (PIN:7738-78-1685)
EASEMENT B: 26,769 S.F. +/- 0.615 AC. (PIN: 7738-88-8563) (PIN: 7738-78-1685)
EASEMENT C: 137,637 S.F. +/- 3.160 AC. (PIN: 7738-78-1103)
EASEMENT D: 34,401 S.F. +/- 0.790 AC. (PIN: 7738-78-1103)
TOTAL AREA SURVEYED: 314,669 S.F. +/− 7.224 AC

SHANNON QUEEN AND CARLA QUEEN
EASEMENT E: 145,862 S.F. +/- 3.349 AC. (PIN:7748-08-9183)
EASEMENT F: 62,852 S.F. +/- 1.443 AC. (PIN: 7748-08-9183)
EASEMENT G: 128,769 S.F. +/- 2.956 AC. (PIN: 7748-08-9183)
TOTAL AREA SURVEYED: 337,483 S.F. +/- 7.748 AC.

THIS SURVEY DOES NOT CREATE A SUBDIVISION IN RANDOLPH COUNTY AND IS INTENDED TO IDENTIFY THE BOUNDARIES OF A CONSERVATION EASEMENT AND DOES NOT ALTER OR CHANGE ANY BOUNDARY LINES.

SOURCE OF TITLE
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
LEGAL REFERENCES
PB 140 PG 3; PB 139 PG 51

CONSERVATION EASEMENT SURVEY
FOR
THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES
BOHEMIAN
DMS ID #: 100108 SPO #:76-CP; 76-CQ

Scale	Job No.	Sheet No.	Date	Drawn By
N/A	19-04-17	5 OF 5	8/19/2019	C. COLE

ON THE PROPERTIES OF
MORGAN AGRI PROPERTIES, LLC
SHANNON AND CARLA QUEEN
DB 2368 PG 1420; DB 2488 PG 1584;
DB 2265 PG 681; DB 1930 PG 3053
PIN 7738-78-1103; 7738-78-1685;
7738-88-8563; 7748-08-9183
NEW MARKET TOWNSHIP, RANDOLPH COUNTY, NC

NC FIRM LICENSE NO: C-4288
NC PLS NO: L-5008
Ascension Land Surveying P. C.
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

BK: R 8227
PG: 2587 - 2603
RECORDED: 12/16/2019 03:41:48 PM
DEPUTY-GB
BY: SABRINA KNOX

2019068706
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $34.00
STATE OF NC
REAL ESTATE
EXTX $536.00

STATE OF NORTH CAROLINA

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

GUILFORD AND RANDOLPH COUNTIES

Excise Tax: $ 536.00 (paid to Guilford County) $0.00 (paid to Randolph County)

Parcel Identifier No.: Randolph County PIN 7738-78-1103 (REID: 36258); PIN 7738-78-1685 (REID: 36259); PIN 7738-88-8563 (REID: 36291); and Guilford County PIN 7738-79-3903 (REID: 158483); PIN 7738-99-0685 (REID: 145392)

Brief description for the Index: 7.224 (+/-) acre Conservation Easement in Randolph County, NC; 7.810 (+/-) acre Conservation Easement in Guilford County, NC

SPO File Number: 76-CP
DMS Project Number: 100108

Prepared by: Office of the Attorney General and Kennon Craver, PLLC
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 13 day of December, 2019, by Morgan Agri Properties, LLC, a North Carolina limited liability company ("**Grantor**"), whose mailing address is c/o Michael Morgan and Malinda Morgan, 6521 Tom Ball Road, Randleman, NC 27317, 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 Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between Environmental Banc & Exchange, LLC c/o Resource Environmental Solutions 6575 West Loop South, Suite 300, Bellaire, Texas 77401 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 7863.

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, 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 Randolph and Guilford Counties, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately **234.13 acres** and being conveyed to the Grantor by deed as recorded in **Deed Book 2265 at Page 681, Deed Book 2368, Page 1420 and Deed Book 2488, Page 1584** of the Randolph County Registry, North Carolina, and recorded in **Deed Book 7561 at Page 517 and Deed Book 7801, Page 2721** of the Guilford 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 Randleman Lake Watershed, Cape Fear River Basin (HUC 03030003).

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:

EXHIBIT A
(Randolph County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.224 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP; 76-CQ, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED AUGUST 19, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE RANDOLPH COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 162, AT PAGE 94 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:
[SEE ATTACHED EXHIBIT A, INCORPORATED HEREIN BY REFERENCE]

EXHIBIT B
(Guilford County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.810 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED JUNE 1, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE GUILFORD COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 202, AT PAGE 19 (THE "SURVEY") AND BEING FURTHER DESCBRIBED AS FOLLOWS:
[SEE ATTACHED EXHIBIT B, INCORPORATED HEREIN BY REFERENCE]

See attached "**EXHIBIT A**" and "**EXHIBIT B**," collectively, the 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 new roads, trails, walkways, or paving in the Conservation Easement.

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.

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.

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 on the property 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
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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

MORGAN AGRI PROPERTIES, LLC,
a North Carolina limited liability company

By: ______________________ (SEAL)
Name: Michael Morgan
Title: Pres.

NORTH CAROLINA
COUNTY OF Randolph

I, a Notary Public of the State and County aforesaid, do hereby certify that Michael Morgan personally appeared before me this day and acknowledged that he/she is the President of Morgan Agri Properties, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of the Grantor, he/she signed the foregoing instrument in its name, on its behalf and as its act and deed for the purposes stated herein.

Witness my hand and official stamp or seal, this the 13 day of December, 2019.

KENTON E BEAL
Notary Public, North Carolina
Wake County
My Commission Expires
April 25, 2024

____
Signature of Notary Public
Kenton E Beal
Printed Name of Notary Public
My commission expires: 4/25/2024

EXHIBIT A
(Randolph County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.224 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP; 76-CQ, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED AUGUST 19, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE RANDOLPH COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 162, AT PAGE 94 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

CONSERVATION EASEMENT "A"
115,862 S.F. +/- 2.660 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S 00°42'26" W 236.06' TO A SET #4 REBAR; THENCE N 86°21'33" W 114.72' TO AN EXISTING FENCE POST; THENCE N 86°21'33" W 497.82' TO AN EXISTING #5 REBAR; THENCE N 86° 23'55" W 41.03' TO A CALCULATED POINT ON THE EASTERN TOP OF BANK OF A CREEK; THENCE N13°03'23"E 8.76' TO A CALCULATED POINT; THENCE N26°18'53"E 6.64' TO A CALCULATED POINT; THENCE N60°06'09"E 7.18' TO A CALCULATED POINT; THENCE N54°35'13"E 4.85' TO A CALCULATED POINT; THENCE N35°38'53"E 3.88' TO A CALCULATED POINT; THENCE N53°10'03"E 4.83' TO A CALCULATED POINT; THENCE N42°33'18"E 5.39' TO A CALCULATED POINT; THENCE N26°20'24"E 4.14' TO A CALCULATED POINT; THENCE N05°10'43"E 6.43' TO A CALCULATED POINT; THENCE N20°42'56"W 5.17' TO A CALCULATED POINT; THENCE N85°19'07"W 1.87' TO A CALCULATED POINT; THENCE N27°59'03"W 5.79' TO A CALCULATED POINT; THENCE N23°13'49"E 6.37' TO A CALCULATED POINT; THENCE N51°58'12"E 5.67' TO A CALCULATED POINT; THENCE N84°45'11"E 171.80 TO A SET #4 REBAR; THENCE N26°18'32"E 90.02' TO A SET #4 REBAR; THENCE N49°51'41"E 103.65' TO A SET #4 REBAR; THENCE S85°03'46"E 338.34' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 115,862 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "B"
26,769 S.F. +/- 0.615 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S10 °55'20"W 89.62' TO A SET #4 REBAR; THENCE S40°46'21"W 49.19' TO A SET #4 REBAR; THENCE S26°18'32"W 68.96' TO A SET #4 REBAR BEING THE MOST SOUTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S84°45'11"W 102.60' TO A SET #4 REBAR ON THE EASTERN TOP OF BANK OF A CREEK; THENCE N22°35'00"W 5.29' TO A CALCULATED POINT; THENCE N59°04'32"W 8.93' TO A CALCULATED POINT; THENCE N87°42'31"W 5.71' TO A CALCULATED POINT; THENCE N77°33'45"W 4.51' TO A CALCULATED POINT; THENCE S53°04'13"W 8.57' TO A CALCULATED POINT; THENCE S75°20'07"W 4.01' TO A CALCULATED POINT; THENCE N85°35'09"W 4.54' TO

A CALCULATED POINT; THENCE N77°51'33"W 3.03' TO A CALCULATED POINT; THENCE N48°13'33"W 9.34' TO A CALCULATED POINT; THENCE N31°43'17"W 4.54' TO A CALCULATED POINT; THENCE N05°25'06"W 3.23' TO A CALCULATED POINT; THENCE N07°34'54"E 9.47' TO A CALCULATED POINT; THENCE N14°43'36"E 14.40' TO A CALCULATED POINT; THENCE N15°20'32"E 6.38' TO A CALCULATED POINT; THENCE N41°50'58"E 9.05' TO A CALCULATED POINT; THENCE N64°02'46"E 3.37' TO A CALCULATED POINT; THENCE N62°59'29"E 10.03' TO A CALCULATED POINT; THENCE N78°19'59"E 6.04' TO A CALCULATED POINT; THENCE N69°08'38"E 9.49' TO A CALCULATED POINT; THENCE N53°31'48"E 13.86' TO A CALCULATED POINT; THENCE N66°38'08"E 10.17' TO A CALCULATED POINT; THENCE N72°41'29"E 11.09' TO A CALCULATED POINT; THENCE N76°00'18"E 5.70' TO A CALCULATED POINT; THENCE N60°06'12"E 6.89' TO A CALCULATED POINT; THENCE N30°22'33"E 8.08' TO A CALCULATED POINT; THENCE N39°17'45"E 4.50' TO A CALCULATED POINT; THENCE N26°33'03"W 7.18' TO A CALCULATED POINT; THENCE N38°08'48"W 9.73' TO A CALCULATED POINT; THENCE N11°39'01"E 7.63' TO A CALCULATED POINT; THENCE N26°07'09"E 6.64' TO A CALCULATED POINT; THENCE N61°03'38"E 5.80' TO A CALCULATED POINT; THENCE N77°15'17"E 4.46' TO A CALCULATED POINT; THENCE N49°21'39"E 7.52' TO A CALCULATED POINT; THENCE N18°52'53"E 9.28' TO A CALCULATED POINT; THENCE N30°21'25"W 2.43' TO A CALCULATED POINT; THENCE N05°22'29"E 4.69' TO A CALCULATED POINT; THENCE N00°48'52"E 12.05' TO A CALCULATED POINT; THENCE N18°49'22"E 5.83' TO A CALCULATED POINT; THENCE N03°10'12"E 10.07' TO A CALCULATED POINT; THENCE N04°55'23"W 11.93' TO A CALCULATED POINT; THENCE N14°32'42"W 6.57' TO A CALCULATED POINT; THENCE N39°31'14"W 5.39' TO A CALCULATED POINT; THENCE N56°33'54"W 12.63' TO A CALCULATED POINT; THENCE S86°34'24" E 145.52' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 26,769 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "C"
137, 637 S.F. +/- 3.160 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S42°12'29"E 329.12' TO A SET #4 REBAR; THENCE S70°34'49"W 39.34' TO A CALCULATED POINT; THENCE S70°15'27"W 16.13' TO A CALCULATED POINT; THENCE S72°58'59"W 11.34' TO A CALCULATED POINT; THENCE S59°40'13"W 19.07' TO A CALCULATED POINT; THENCE S56°57'28"W 11.60' TO A CALCULATED POINT; THENCE S30°10'55"W 15.06' TO A CALCULATED POINT; THENCE N46°34'22"W 9.40' TO A CALCULATED POINT; THENCE S72°02'39"W 20.72'; THENCE S27°15'01"W 8.69' TO A CALCULATED POINT; THENCE S16°37'15"W 17.97' TO A CALCULATED POINT; THENCE S33°34'03"W 11.61' TO A CALCULATED POINT; THENCE S15°06'08"W 9.88' TO A CALCULATED POINT; THENCE S40°53'15"W 20.34' TO A CALCULATED POINT; THENCE S58°52'22"W 13.81' TO A CALCULATED POINT; THENCE S85°28'52"W 7.37' TO A CALCULATED POINT; THENCE S60°32'59"W 12.80' TO A CALCULATED POINT; THENCE S21°57'46"W 27.54' TO A CALCULATED POINT; THENCE S12°27'08"W 12.51' TO A CALCULATED POINT; THENCE S08°57'41"E 8.27' TO A CALCULATED POINT; THENCE S53°48'02"W 29.75' TO A CALCULATED POINT; THENCE S85°41'08"W 17.85' TO A CALCULATED POINT;

THENCE S62°23'50"W 4.70' TO A CALCULATED POINT; THENCE S36°48'55"W 27.66' TO A CALCULATED POINT; THENCE S61°28'01"W 9.57' TO A CALCULATED POINT; THENCE S48°38'04"W 17.33' TO A CALCULATED POINT; THENCE S83°29'08"W 20.24' TO A CALCULATED POINT; THENCE S66°24'13"W 36.52' TO A CALCULATED POINT; THENCE S79°07'33"W 24.00' TO A CALCULATED POINT; THENCE S53°24'01"W 24.39' TO A CALCULATED POINT; THENCE S70°51'24"W 24.59' TO A CALCULATED POINT; THENCE S33°09'00"W 3.88' TO A CALCULATED POINT; THENCE S53°29'16"W 7.19' TO A CALCULATED POINT; THENCE S75°57'13"W 10.99' TO A CALCULATED POINT; THENCE S88°57'00"W 17.48' TO A CALCULATED POINT; THENCE S68°52'59"W 19.39' TO A CALCULATED POINT; THENCE N84°09'35"W 17.42' TO A CALCULATED POINT; THENCE S61°09'48"W 12.67' TO A CALCULATED POINT; THENCE S78°00'19"W 11.01'TO A CALCULATED POINT; THENCE S58°30'19"W 12.01' TO A CALCULATED POINT; THENCE S48°49'16"W 17.66' TO A CALCULATED POINT; THENCE S71°02'05"W 23.26' TO A CALCULATED POINT; N38°46' 03"W 114.37' TO A SET #4 REBAR; THENCE N16°25'13"E 113.26' TO A SET #4 REBAR; THENCE N70°50'30"E 124.81' TO A SET #4 REBAR; THENCE S44°25'18"E 100.39' TO A SET #4 REBAR; THENCE N51°19'55"E 187.31' TO A SET #4 REBAR; THENCE N44°14'26"W 202.09' TO A SET #4 REBAR; THENCE N09°54'06"E 134.80' TO A SET #4 REBAR; THENCE N87°43'50"E 141.27 TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 137,637 SQUARE FEET, MORE OR LESS.**

CONSERVATION
EASEMENT "D"
34,401 S.F. +/- 0.790 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S26°28'17"E 109.65' TO A SET #4 REBAR; THENCE S50°24'50"W 12.51' TO A CALCULATED POINT; THENCE S70°11'41"W 16.32' TO A CALCULATED POINT; THENCE S82°25'55"W 14.62' TO A CALCULATED POINT; THENCE S44°50'46"W 31.34' TO A CALCULATED POINT; THENCE S44°07'36"W 18.73' TO A CALCULATED POINT; THENCE S70°01'53"W 25.87' TO A CALCULATED POINT; THENCE N61°10'34"W 37.32' TO A CALCULATED POINT; THENCE S26°31'51"W 15.09' TO A CALCULATED POINT; THENCE S68°49'38"W 26.47' TO A CALCULATED POINT; THENCE S64°18'57"W 24.91' TO A CALCULATED POINT; THENCE S48°12'35"W 19.19' TO A CALCULATED POINT; THENCE S80°25'53"W 16.15' TO A CALCULATED POINT; THENCE N68°55'09"W 22.97' TO A CALCULATED POINT; THENCE S66°18'37"W 8.28' TO A CALCULATED POINT; THENCE S30°09'39"W 19.91 TO A CALCULATED POINT; THENCE S88°08'21"W 57.23' TO A SET #4 REBAR; THENCE N02°43'05"E 101.47' TO A SET #4 REBAR; THENCE N68°33'38"E 277.49' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 34,401 SQUARE FEET, MORE OR LESS.**

TOGETHER WITH RIGHTS OF ACCESS OVER, ACROSS AND THROUGH THE PROPERTY FOR THE PURPOSES OF GRANTEE FULFILLING ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

EXHIBIT B
(Guilford County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.810 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED JUNE 1, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE GUILFORD COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 202, AT PAGE 19 (THE "SURVEY") AND BEING FURTHER DESCBRIBED AS FOLLOWS:

CONSERVATION EASEMENT "A"
152,181 S.F. +/- 3.494 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S05°05'56"E 284.14' TO A SET #4 REBAR; THENCE S28°32'54"W 134.69' TO A SET #4 REBAR; THENCE S56°08'08"W 200.68' TO A SET #4 REBAR; THENCE N78°43'51"W 223.99' TO A SET #4 REBAR; THENCE N14°26'47"E 171.18' TO A SET #4 REBAR; THENCE N58°03'12"E 196.20' TO A SET #4 REBAR; THENCE N14°07'15"W 229.32' TO A SET #4 REBAR; THENCE S85°15'20"E 273.11' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 152,181 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "B"
50,224 S.F. +/- 1.153 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S06°47'46"W 110.06' TO A SET #4 REBAR; THENCE S34°57'02"W 160.15' TO A SET #4 REBAR; THENCE N60°38'24"W 218.48' TO A SET #4 REBAR; THENCE N42°33'32"E 81.35' TO A SET #4 REBAR; THENCE N08°40'12"E 76.95' TO A SET #4 REBAR; THENCE N61°46'42"E 66.51' TO A SET #4 REBAR; THENCE S78°40'55"E 173.33' TO THE **POINT AND PLACE OF BEGINNING. CONTAINING 50,224 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "C"
137,803 S.F. +/- 3.164 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S19°45'33"W 230.13' TO A SET #4 REBAR; THENCE S10°55'20"W 800.04' TO A SET #4 REBAR; THENCE S12°05'58"W 322.39' TO A SET #4 REBAR; THENCE N86°34'24"W 145.52' TO A SET #4 REBAR ON THE WESTERN TOP OF BANK OF A CREEK; THENCE N67°04'06"W 8.59' TO A SET #4 REBAR; THENCE N70°21'10"W 8.53' TO A SET #4 REBAR; THENCE N58°45'50"W 7.10' TO A SET #4 REBAR; THENCE N33°43'46"W 6.26' TO A SET #4 REBAR; THENCE N19°44'26"E 5.27' TO A SET #4 REBAR; THENCE N09°33'49"E 4.50' TO A SET #4 REBAR; THENCE N13°49'19"E 5.29' TO A SET #4 REBAR; THENCE N49°04'17"E 4.62'

TO A SET #4 REBAR; THENCE N77°38'45"E 6.75' TO A SET #4 REBAR; THENCE N70°50'56"E 9.81' TO A SET #4 REBAR; THENCE N35°36'55"E 7.34' TO A SET #4 REBAR; THENCE N25°44'27"E 5.96' TO A SET #4 REBAR; THENCE N14°41'09"E 7.32' TO A SET #4 REBAR; THENCE N33°18'38"W 8.15' TO A SET #4 REBAR; N59°28'23"W 4.63' TO A SET #4 REBAR; THENCE N36°36'43"W 6.10' TO A SET #4 REBAR; THENCE N23°06'07"W 4.64' TO A SET #4 REBAR; THENCE N22°10'17"E 3.85' TO A SET #4 REBAR; THENCE S81°05'45"E 6.77' TO A SET #4 REBAR; THENCE N85°27'17"E 7.90' TO A SET #4 REBAR; THENCE N58°50'33"E 9.04' TO A SET #4 REBAR; THENCE N22°23'28"E 21.19' TO A SET #4 REBAR; THENCE N02°07'47"E 5.33' TO A SET #4 REBAR; THENCE N04°48'01"W 7.87' TO A SET #4 REBAR; THENCE N25°59'44"W 8.51' TO A SET #4 REBAR; THENCE N45°10'47"W 12.29' TO A SET #4 REBAR; THENCE N53°41'34"W 10.23' TO A SET #4 REBAR; THENCE N44°37'50"W 9.73' TO A SET #4 REBAR; THENCE N13°30'39"W 8.89' TO A SET #4 REBAR; THENCE N02°57'51"W 7.88 TO A SET #4 REBAR; THENCE N39°11'00"E 6.22' TO A SET #4 REBAR; THENCE N84°20'34"E 3.94' TO A SET #4 REBAR; THENCE N85°14'31"E 7.80' TO A SET #4 REBAR; THENCE N77°26'42"E 18.04' TO A SET #4 REBAR; THENCE S79°53'33"E 12.83' TO A SET #4 REBAR; THENCE S69°35'53"E 7.48' TO A SET #4 REBAR; THENCE N88°35'06"E 10.66' TO A SET #4 REBAR; THENCE N63°08'33"E 7.27' TO A SET #4 REBAR; THENCE N68°47'05"E 3.63' TO A SET #4 REBAR; THENCE N41°59'32"E 11.63' TO A SET #4 REBAR; THENCE N21°30'09"E 9.76' TO A SET #4 REBAR; THENCE N29°22'07"E 19.08' TO A SET #4 REBAR; THENCE N41°18'37"E 12.84' TO A SET #4 REBAR; THENCE N35°57'09"E 10.21' TO A SET #4 REBAR; THENCE N43°42'57"E 4.96' TO A SET #4 REBAR; THENCE N08°14'58"E 11.92' TO A SET #4 REBAR; THENCE N16°43'03"W 6.99' TO A SET #4 REBAR; THENCE N56°48'26"W 4.84' TO A SET #4 REBAR; THENCE N19°21'37"W 8.25' TO A SET #4 REBAR; THENCE N11°37'43"W 10.60' TO A SET #4 REBAR; THENCE N33°35'08"E 8.69' TO A SET #4 REBAR; THENCE N53°03'25"E 5.94' TO A SET #4 REBAR; THENCE N28°31'44"E 7.78' TO A SET #4 REBAR; THENCE N58°09'00"W 10.24' TO A SET #4 REBAR; THENCE N20°48'39"W 17.58' TO A SET #4 REBAR; THENCE N50°31'14"W 39.65' TO A SET #4 REBAR; THENCE N62°43'37"W 5.98' TO A SET #4 REBAR; THENCE S71°24'22"W 7.16' TO A SET #4 REBAR; THENCE S48°52'49"W 5.60' TO A SET #4 REBAR; THENCE S23°56'15"W 8.23' TO A SET #4 REBAR; THENCE S31°39'46"W 8.78' TO A SET #4 REBAR; THENCE S52°12'47"W 4.00' TO A SET #4 REBAR; THENCE N81°29'45"W 3.36' TO A SET #4 REBAR; THENCE N25°29'36"W 8.24' TO A SET #4 REBAR; THENCE N28°04'47"W 7.13' TO A SET #4 REBAR; THENCE N32°33'29"W 6.80' TO A SET #4 REBAR; THENCE N04°44'33"W 17.00' TO A SET #4 REBAR; THENCE N16°19'13"E 12.90' TO A SET #4 REBAR; THENCE N48°01'07"E 25.28' TO A SET #4 REBAR; THENCE N35°22'54"E 11.97' TO A SET #4 REBAR; THENCE N67°56'55"E 10.47' TO A SET #4 REBAR; THENCE N46°53'45"E 25.37' TO A SET #4 REBAR; THENCE N24°18'54"E 6.78' TO A SET #4 REBAR; THENCE N03°56'19"W 12.45' TO A SET #4 REBAR; THENCE N19°47'21"E 7.92' TO A SET #4 REBAR; THENCE N51°00'06"E 23.08' TO A SET #4 REBAR; THENCE N58°25'18"E 12.84' TO A SET #4 REBAR; THENCE N48°35'53"E 14.92' TO A SET #4 REBAR; THENCE N14°11'44"E 15.44' TO A SET #4 REBAR; THENCE N10°56'01"W 7.28' TO A SET #4 REBAR; THENCE N03°01'42"W 10.04' TO A SET #4 REBAR; THENCE N21°16'14"W 13.30' TO A SET #4 REBAR; THENCE N03°14'00"E 9.27' TO A SET #4 REBAR; THENCE N15°31'02"E 8.45' TO A SET #4 REBAR; THENCE N27°58'58"E 12.05'

TO A SET #4 REBAR; THENCE N27°57'37"E 12.04' TO A SET #4 REBAR; THENCE N40°14'29"E 19.94' TO A SET #4 REBAR; THENCE N18°25'50"E 9.06' TO A SET #4 REBAR; THENCE N55°21'52"W 14.99' TO A SET #4 REBAR; THENCE S52°03'19"W 4.90' TO A SET #4 REBAR; THENCE N48°56'43"W 14.89' TO A SET #4 REBAR; THENCE N18°01'00"W 23.00' TO A SET #4 REBAR; THENCE N19°23'24"E 7.87' TO A SET #4 REBAR; THENCE N32°04'57"E 9.39' TO A SET #4 REBAR; THENCE N49°02'18"E 14.84' TO A SET #4 REBAR; THENCE N60°53'38"E 7.30' TO A SET #4 REBAR; THENCE N40°18'07"E 5.82' TO A SET #4 REBAR; THENCE N27°51'29"E 8.21' TO A SET #4 REBAR; THENCE N11°41'36"W 28.11' TO A SET #4 REBAR; THENCE N25°58'23"W 11.78' TO A SET #4 REBAR; THENCE N04°03'58"W 10.91' TO A SET #4 REBAR; THENCE N18°44'44"E 4.08' TO A SET #4 REBAR; THENCE N65°31'42"E 6.38' TO A SET #4 REBAR; THENCE N75°46'23"E 11.25' TO A SET #4 REBAR; THENCE N40°38'04"E 9.42' TO A SET #4 REBAR; THENCE N30°12'29"E 8.39' TO A SET #4 REBAR; THENCE N03°13'31"E 7.16' TO A SET #4 REBAR; THENCE N77°57'07"W 5.55' TO A SET #4 REBAR; THENCE N37°04'35"W 6.27' TO A SET #4 REBAR; THENCE N06°34'15"W 5.88' TO A SET #4 REBAR; THENCE N32°23'40"E 10.82' TO A SET #4 REBAR; THENCE N53°17'12"E 22.28' TO A SET #4 REBAR; THENCE N27°11'01"E 9.21' TO A SET #4 REBAR; THENCE N16°27'17"E 17.81' TO A SET #4 REBAR; THENCE N27°36'32"E 10.65' TO A SET #4 REBAR; THENCE N19°53'57"E 36.34' TO A SET #4 REBAR; THENCE N27°57'05"E 7.05' TO A SET #4 REBAR; THENCE N02°01'04"W 4.91' TO A SET #4 REBAR; THENCE N20°39'33"E 10.66' TO A SET #4 REBAR; THENCE N10°32'10"E 14.47' TO A SET #4 REBAR; THENCE N14°21'31"E 7.08' TO A SET #4 REBAR; THENCE N03°37'35"E 8.19' TO A SET #4 REBAR; THENCE N02°01'30"E 4.49' TO A SET #4 REBAR; THENCE N20°28'10"W 8.05' TO A SET #4 REBAR; THENCE N42°30'59"W 10.70' TO A SET #4 REBAR; THENCE N01°29'11"W 7.96' TO A SET #4 REBAR; THENCE N41°55'57"E 10.59' TO A SET #4 REBAR; THENCE N11°54'13"E 14.54' TO A SET #4 REBAR; THENCE N04°39'09"E 8.55' TO A SET #4 REBAR; THENCE N30°04'49"W 10.53' TO A SET #4 REBAR; THENCE N05°53'09"W 13.85' TO A SET #4 REBAR; THENCE N07°20'55"W 11.05' TO A SET #4 REBAR; THENCE N13°13'53"E 14.03' TO A SET #4 REBAR; THENCE N02°02'44"W 6.72' TO A SET #4 REBAR; THENCE N55°31'30"E 2.29' TO A SET #4 REBAR; THENCE N68°38'55"E 7.85' TO A SET #4 REBAR; N88°54'36"E 14.72' TO A SET #4 REBAR; THENCE N14°52'39"E 15.38' TO A SET #4 REBAR; THENCE N16°15'06"E 6.84' TO A SET #4 REBAR; THENCE N27°50'39"E 4.84' TO A SET #4 REBAR; THENCE N57°03'08"E 7.64' TO A SET #4 REBAR; THENCE N68°05'15"E 14.19' TO A SET #4 REBAR; THENCE N73°44'40"E 5.24' TO A SET #4 REBAR; THENCE N75°39'22"E 9.72' TO A SET #4 REBAR; THENCE S89°34'21"E 15.78' TO A SET #4 REBAR; THENCE S60°38'24"E 91.48' TO THE **POINT AND PLACE OF BEGINNING. CONTAINING 137,803 SQUARE FEET, MORE OR LESS.**

TOGETHER WITH RIGHTS OF ACCESS OVER, ACROSS AND THROUGH THE PROPERTY FOR THE PURPOSES OF GRANTEE FULFILLING ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

BK 2680 PG 332 - 348 (17) DOC# 20090222
This Document eRecorded: 12/16/2019 04:06:43 PM
Fee: $34.00 DocType: DEED Tax: $0.00
Randolph County, North Carolina
Krista M. Lowe, Register of Deeds

STATE OF NORTH CAROLINA

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

GUILFORD AND RANDOLPH COUNTIES

Excise Tax: $ 536.00 (paid to Guilford County) $0.00 (paid to Randolph County)

Parcel Identifier No.: Randolph County PIN 7738-78-1103 (REID: 36258); PIN 7738-78-1685 (REID: 36259); PIN 7738-88-8563 (REID: 36291); and
Guilford County PIN 7738-79-3903 (REID: 158483); PIN 7738-99-0685 (REID: 145392)

Brief description for the Index: 7.224 (+/-) acre Conservation Easement in Randolph County, NC;
7.810 (+/-) acre Conservation Easement in Guilford County, NC

SPO File Number: 76-CP
DMS Project Number: 100108

Prepared by: Office of the Attorney General and Kennon Craver, PLLC
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 13 day of December, 2019, by Morgan Agri Properties, LLC, a North Carolina limited liability company (“**Grantor**”), whose mailing address is c/o Michael Morgan and Malinda Morgan, 6521 Tom Ball Road, Randleman, NC 27317, 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 Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between Environmental Banc & Exchange, LLC c/o Resource Environmental Solutions 6575 West Loop South, Suite 300, Bellaire, Texas 77401 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 7863.

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, 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 Randolph and Guilford Counties, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately **234.13 acres** and being conveyed to the Grantor by deed as recorded in **Deed Book 2265 at Page 681, Deed Book 2368, Page 1420 and Deed Book 2488, Page 1584** of the Randolph County Registry, North Carolina, and recorded in **Deed Book 7561 at Page 517 and Deed Book 7801, Page 2721** of the Guilford 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 Randleman Lake Watershed, Cape Fear River Basin (HUC 03030003).

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:

EXHIBIT A

(Randolph County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.224 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP; 76-CQ, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED AUGUST 19, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE RANDOLPH COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 162, AT PAGE 94 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

[SEE ATTACHED EXHIBIT A, INCORPORATED HEREIN BY REFERENCE]

EXHIBIT B
(Guilford County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.810 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED JUNE 1, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE GUILFORD COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 202, AT PAGE 19 (THE "SURVEY") AND BEING FURTHER DESCBRIBED AS FOLLOWS:
[SEE ATTACHED EXHIBIT B, INCORPORATED HEREIN BY REFERENCE]

See attached "**EXHIBIT A**" and "**EXHIBIT B**," collectively, the 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 new roads, trails, walkways, or paving in the Conservation Easement.

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.

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.

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 on the property 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
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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

MORGAN AGRI PROPERTIES, LLC,
a North Carolina limited liability company

By: _______________ (SEAL)
Name: Michael Morgan
Title: Pres.

NORTH CAROLINA
COUNTY OF Randolph

I, a Notary Public of the State and County aforesaid, do hereby certify that Michael Morgan personally appeared before me this day and acknowledged that he/she is the President of Morgan Agri Properties, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of the Grantor, he/she signed the foregoing instrument in its name, on its behalf and as its act and deed for the purposes stated herein.

Witness my hand and official stamp or seal, this the 13 day of December, 2019.

KENTON E BEAL
Notary Public, North Carolina
Wake County
My Commission Expires
April 25, 2024

____
Signature of Notary Public
Kenton E Beal
Printed Name of Notary Public
My commission expires: 4/25/2024

EXHIBIT A
(Randolph County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.224 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP; 76-CQ, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED AUGUST 19, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE RANDOLPH COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 162, AT PAGE 94 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

CONSERVATION EASEMENT "A"
115,862 S.F. +/- 2.660 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S 00°42'26" W 236.06' TO A SET #4 REBAR; THENCE N 86°21'33" W 114.72' TO AN EXISTING FENCE POST; THENCE N 86°21'33" W 497.82' TO AN EXISTING #5 REBAR; THENCE N 86° 23'55" W 41.03' TO A CALCULATED POINT ON THE EASTERN TOP OF BANK OF A CREEK; THENCE N13°03'23"E 8.76' TO A CALCULATED POINT; THENCE N26°18'53"E 6.64' TO A CALCULATED POINT; THENCE N60°06'09"E 7.18' TO A CALCULATED POINT; THENCE N54°35'13"E 4.85' TO A CALCULATED POINT; THENCE N35°38'53"E 3.88' TO A CALCULATED POINT; THENCE N53°10'03"E 4.83' TO A CALCULATED POINT; THENCE N42°33'18"E 5.39' TO A CALCULATED POINT; THENCE N26°20'24"E 4.14' TO A CALCULATED POINT; THENCE N05°10'43"E 6.43' TO A CALCULATED POINT; THENCE N20°42'56"W 5.17' TO A CALCULATED POINT; THENCE N85°19'07"W 1.87' TO A CALCULATED POINT; THENCE N27°59'03"W 5.79' TO A CALCULATED POINT; THENCE N23°13'49"E 6.37' TO A CALCULATED POINT; THENCE N51°58'12"E 5.67' TO A CALCULATED POINT; THENCE N84°45'11"E 171.80 TO A SET #4 REBAR; THENCE N26°18'32"E 90.02' TO A SET #4 REBAR; THENCE N49°51'41"E 103.65' TO A SET #4 REBAR; THENCE S85°03'46"E 338.34' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 115,862 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "B"
26,769 S.F. +/- 0.615 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S10 °55'20"W 89.62' TO A SET #4 REBAR; THENCE S40°46'21"W 49.19' TO A SET #4 REBAR; THENCE S26°18'32"W 68.96' TO A SET #4 REBAR BEING THE MOST SOUTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S84°45'11"W 102.60' TO A SET #4 REBAR ON THE EASTERN TOP OF BANK OF A CREEK; THENCE N22°35'00"W 5.29' TO A CALCULATED POINT; THENCE N59°04'32"W 8.93' TO A CALCULATED POINT; THENCE N87°42'31"W 5.71' TO A CALCULATED POINT; THENCE N77°33'45"W 4.51' TO A CALCULATED POINT; THENCE S53°04'13"W 8.57' TO A CALCULATED POINT; THENCE S75°20'07"W 4.01' TO A CALCULATED POINT; THENCE N85°35'09"W 4.54' TO

A CALCULATED POINT; THENCE N77°51'33"W 3.03' TO A CALCULATED POINT; THENCE N48°13'33"W 9.34' TO A CALCULATED POINT; THENCE N31°43'17"W 4.54' TO A CALCULATED POINT; THENCE N05°25'06"W 3.23' TO A CALCULATED POINT; THENCE N07°34'54"E 9.47' TO A CALCULATED POINT; THENCE N14°43'36"E 14.40' TO A CALCULATED POINT; THENCE N15°20'32"E 6.38' TO A CALCULATED POINT; THENCE N41°50'58"E 9.05' TO A CALCULATED POINT; THENCE N64°02'46"E 3.37' TO A CALCULATED POINT; THENCE N62°59'29"E 10.03' TO A CALCULATED POINT; THENCE N78°19'59"E 6.04' TO A CALCULATED POINT; THENCE N69°08'38"E 9.49' TO A CALCULATED POINT; THENCE N53°31'48"E 13.86' TO A CALCULATED POINT; THENCE N66°38'08"E 10.17' TO A CALCULATED POINT; THENCE N72°41'29"E 11.09' TO A CALCULATED POINT; THENCE N76°00'18"E 5.70' TO A CALCULATED POINT; THENCE N60°06'12"E 6.89' TO A CALCULATED POINT; THENCE N30°22'33"E 8.08' TO A CALCULATED POINT; THENCE N39°17'45"E 4.50' TO A CALCULATED POINT; THENCE N26°33'03"W 7.18' TO A CALCULATED POINT; THENCE N38°08'48"W 9.73' TO A CALCULATED POINT; THENCE N11°39'01"E 7.63' TO A CALCULATED POINT; THENCE N26°07'09"E 6.64' TO A CALCULATED POINT; THENCE N61°03'38"E 5.80' TO A CALCULATED POINT; THENCE N77°15'17"E 4.46' TO A CALCULATED POINT; THENCE N49°21'39"E 7.52' TO A CALCULATED POINT; THENCE N18°52'53"E 9.28' TO A CALCULATED POINT; THENCE N30°21'25"W 2.43' TO A CALCULATED POINT; THENCE N05°22'29"E 4.69' TO A CALCULATED POINT; THENCE N00°48'52"E 12.05' TO A CALCULATED POINT; THENCE N18°49'22"E 5.83' TO A CALCULATED POINT; THENCE N03°10'12"E 10.07' TO A CALCULATED POINT; THENCE N04°55'23"W 11.93' TO A CALCULATED POINT; THENCE N14°32'42"W 6.57' TO A CALCULATED POINT; THENCE N39°31'14"W 5.39' TO A CALCULATED POINT; THENCE N56°33'54"W 12.63' TO A CALCULATED POINT; THENCE S86°34'24" E 145.52' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 26,769 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "C"
137, 637 S.F. +/- 3.160 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S42°12'29"E 329.12' TO A SET #4 REBAR; THENCE S70°34'49"W 39.34' TO A CALCULATED POINT; THENCE S70°15'27"W 16.13' TO A CALCULATED POINT; THENCE S72°58'59"W 11.34' TO A CALCULATED POINT; THENCE S59°40'13"W 19.07' TO A CALCULATED POINT; THENCE S56°57'28"W 11.60' TO A CALCULATED POINT; THENCE S30°10'55"W 15.06' TO A CALCULATED POINT; THENCE N46°34'22"W 9.40' TO A CALCULATED POINT; THENCE S72°02'39"W 20.72'; THENCE S27°15'01"W 8.69' TO A CALCULATED POINT; THENCE S16°37'15"W 17.97' TO A CALCULATED POINT; THENCE S33°34'03"W 11.61' TO A CALCULATED POINT; THENCE S15°06'08"W 9.88' TO A CALCULATED POINT; THENCE S40°53'15"W 20.34' TO A CALCULATED POINT; THENCE S58°52'22"W 13.81' TO A CALCULATED POINT; THENCE S85°28'52"W 7.37' TO A CALCULATED POINT; THENCE S60°32'59"W 12.80' TO A CALCULATED POINT; THENCE S21°57'46"W 27.54' TO A CALCULATED POINT; THENCE S12°27'08"W 12.51' TO A CALCULATED POINT; THENCE S08°57'41"E 8.27' TO A CALCULATED POINT; THENCE S53°48'02"W 29.75' TO A CALCULATED POINT; THENCE S85°41'08"W 17.85' TO A CALCULATED POINT;

THENCE S62°23'50"W 4.70' TO A CALCULATED POINT; THENCE S36°48'55"W 27.66' TO A CALCULATED POINT; THENCE S61°28'01"W 9.57' TO A CALCULATED POINT; THENCE S48°38'04"W 17.33' TO A CALCULATED POINT; THENCE S83°29'08"W 20.24' TO A CALCULATED POINT; THENCE S66°24'13"W 36.52' TO A CALCULATED POINT; THENCE S79°07'33"W 24.00' TO A CALCULATED POINT; THENCE S53°24'01"W 24.39' TO A CALCULATED POINT; THENCE S70°51'24"W 24.59' TO A CALCULATED POINT; THENCE S33°09'00"W 3.88' TO A CALCULATED POINT; THENCE S53°29'16"W 7.19' TO A CALCULATED POINT; THENCE S75°57'13"W 10.99' TO A CALCULATED POINT; THENCE S88°57'00"W 17.48' TO A CALCULATED POINT; THENCE S68°52'59"W 19.39' TO A CALCULATED POINT; THENCE N84°09'35"W 17.42' TO A CALCULATED POINT; THENCE S61°09'48"W 12.67' TO A CALCULATED POINT; THENCE S78°00'19"W 11.01'TO A CALCULATED POINT; THENCE S58°30'19"W 12.01' TO A CALCULATED POINT; THENCE S48°49'16"W 17.66' TO A CALCULATED POINT; THENCE S71°02'05"W 23.26' TO A CALCULATED POINT; N38°46' 03"W 114.37' TO A SET #4 REBAR; THENCE N16°25'13"E 113.26' TO A SET #4 REBAR; THENCE N70°50'30"E 124.81' TO A SET #4 REBAR; THENCE S44°25'18"E 100.39' TO A SET #4 REBAR; THENCE N51°19'55"E 187.31' TO A SET #4 REBAR; THENCE N44°14'26"W 202.09' TO A SET #4 REBAR; THENCE N09°54'06"E 134.80' TO A SET #4 REBAR; THENCE N87°43'50"E 141.27 TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 137,637 SQUARE FEET, MORE OR LESS.**

CONSERVATION
EASEMENT "D"
34,401 S.F. +/- 0.790 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S26°28'17"E 109.65' TO A SET #4 REBAR; THENCE S50°24'50"W 12.51' TO A CALCULATED POINT; THENCE S70°11'41"W 16.32' TO A CALCULATED POINT; THENCE S82°25'55"W 14.62' TO A CALCULATED POINT; THENCE S44°50'46"W 31.34' TO A CALCULATED POINT; THENCE S44°07'36"W 18.73' TO A CALCULATED POINT; THENCE S70°01'53"W 25.87' TO A CALCULATED POINT; THENCE N61°10'34"W 37.32' TO A CALCULATED POINT; THENCE S26°31'51"W 15.09' TO A CALCULATED POINT; THENCE S68°49'38"W 26.47' TO A CALCULATED POINT; THENCE S64°18'57"W 24.91' TO A CALCULATED POINT; THENCE S48°12'35"W 19.19' TO A CALCULATED POINT; THENCE S80°25'53"W 16.15' TO A CALCULATED POINT; THENCE N68°55'09"W 22.97' TO A CALCULATED POINT; THENCE S66°18'37"W 8.28' TO A CALCULATED POINT; THENCE S30°09'39"W 19.91 TO A CALCULATED POINT; THENCE S88°08'21"W 57.23' TO A SET #4 REBAR; THENCE N02°43'05"E 101.47' TO A SET #4 REBAR; THENCE N68°33'38"E 277.49' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 34,401 SQUARE FEET, MORE OR LESS.**

TOGETHER WITH RIGHTS OF ACCESS OVER, ACROSS AND THROUGH THE PROPERTY FOR THE PURPOSES OF GRANTEE FULFILLING ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

EXHIBIT B
(Guilford County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.810 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED JUNE 1, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE GUILFORD COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 202, AT PAGE 19 (THE "SURVEY") AND BEING FURTHER DESCBRIBED AS FOLLOWS:

CONSERVATION EASEMENT "A"
152,181 S.F. +/- 3.494 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S05°05'56"E 284.14' TO A SET #4 REBAR; THENCE S28°32'54"W 134.69' TO A SET #4 REBAR; THENCE S56°08'08"W 200.68' TO A SET #4 REBAR; THENCE N78°43'51"W 223.99' TO A SET #4 REBAR; THENCE N14°26'47"E 171.18' TO A SET #4 REBAR; THENCE N58°03'12"E 196.20' TO A SET #4 REBAR; THENCE N14°07'15"W 229.32' TO A SET #4 REBAR; THENCE S85°15'20"E 273.11' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 152,181 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "B"
50,224 S.F. +/- 1.153 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S06°47'46"W 110.06' TO A SET #4 REBAR; THENCE S34°57'02"W 160.15' TO A SET #4 REBAR; THENCE N60°38'24"W 218.48' TO A SET #4 REBAR; THENCE N42°33'32"E 81.35' TO A SET #4 REBAR; THENCE N08°40'12"E 76.95' TO A SET #4 REBAR; THENCE N61°46'42"E 66.51' TO A SET #4 REBAR; THENCE S78°40'55"E 173.33' TO THE **POINT AND PLACE OF BEGINNING. CONTAINING 50,224 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "C"
137,803 S.F. +/- 3.164 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S19°45'33"W 230.13' TO A SET #4 REBAR; THENCE S10°55'20"W 800.04' TO A SET #4 REBAR; THENCE S12°05'58"W 322.39' TO A SET #4 REBAR; THENCE N86°34'24"W 145.52' TO A SET #4 REBAR ON THE WESTERN TOP OF BANK OF A CREEK; THENCE N67°04'06"W 8.59' TO A SET #4 REBAR; THENCE N70°21'10"W 8.53' TO A SET #4 REBAR; THENCE N58°45'50"W 7.10' TO A SET #4 REBAR; THENCE N33°43'46"W 6.26' TO A SET #4 REBAR; THENCE N19°44'26"E 5.27' TO A SET #4 REBAR; THENCE N09°33'49"E 4.50' TO A SET #4 REBAR; THENCE N13°49'19"E 5.29' TO A SET #4 REBAR; THENCE N49°04'17"E 4.62'

TO A SET #4 REBAR; THENCE N77°38'45"E 6.75' TO A SET #4 REBAR; THENCE N70°50'56"E 9.81' TO A SET #4 REBAR; THENCE N35°36'55"E 7.34' TO A SET #4 REBAR; THENCE N25°44'27"E 5.96' TO A SET #4 REBAR; THENCE N14°41'09"E 7.32' TO A SET #4 REBAR; THENCE N33°18'38"W 8.15' TO A SET #4 REBAR; N59°28'23"W 4.63' TO A SET #4 REBAR; THENCE N36°36'43"W 6.10' TO A SET #4 REBAR; THENCE N23°06'07"W 4.64' TO A SET #4 REBAR; THENCE N22°10'17"E 3.85' TO A SET #4 REBAR; THENCE S81°05'45"E 6.77' TO A SET #4 REBAR; THENCE N85°27'17"E 7.90' TO A SET #4 REBAR; THENCE N58°50'33"E 9.04' TO A SET #4 REBAR; THENCE N22°23'28"E 21.19' TO A SET #4 REBAR; THENCE N02°07'47"E 5.33' TO A SET #4 REBAR; THENCE N04°48'01"W 7.87' TO A SET #4 REBAR; THENCE N25°59'44"W 8.51' TO A SET #4 REBAR; THENCE N45°10'47"W 12.29' TO A SET #4 REBAR; THENCE N53°41'34"W 10.23' TO A SET #4 REBAR; THENCE N44°37'50"W 9.73' TO A SET #4 REBAR; THENCE N13°30'39"W 8.89' TO A SET #4 REBAR; THENCE N02°57'51"W 7.88 TO A SET #4 REBAR; THENCE N39°11'00"E 6.22' TO A SET #4 REBAR; THENCE N84°20'34"E 3.94' TO A SET #4 REBAR; THENCE N85°14'31"E 7.80' TO A SET #4 REBAR; THENCE N77°26'42"E 18.04' TO A SET #4 REBAR; THENCE S79°53'33"E 12.83' TO A SET #4 REBAR; THENCE S69°35'53"E 7.48' TO A SET #4 REBAR; THENCE N88°35'06"E 10.66' TO A SET #4 REBAR; THENCE N63°08'33"E 7.27' TO A SET #4 REBAR; THENCE N68°47'05"E 3.63' TO A SET #4 REBAR; THENCE N41°59'32"E 11.63' TO A SET #4 REBAR; THENCE N21°30'09"E 9.76' TO A SET #4 REBAR; THENCE N29°22'07"E 19.08' TO A SET #4 REBAR; THENCE N41°18'37"E 12.84' TO A SET #4 REBAR; THENCE N35°57'09"E 10.21' TO A SET #4 REBAR; THENCE N43°42'57"E 4.96' TO A SET #4 REBAR; THENCE N08°14'58"E 11.92' TO A SET #4 REBAR; THENCE N16°43'03"W 6.99' TO A SET #4 REBAR; THENCE N56°48'26"W 4.84' TO A SET #4 REBAR; THENCE N19°21'37"W 8.25' TO A SET #4 REBAR; THENCE N11°37'43"W 10.60' TO A SET #4 REBAR; THENCE N33°35'08"E 8.69' TO A SET #4 REBAR; THENCE N53°03'25"E 5.94' TO A SET #4 REBAR; THENCE N28°31'44"E 7.78' TO A SET #4 REBAR; THENCE N58°09'00"W 10.24' TO A SET #4 REBAR; THENCE N20°48'39"W 17.58' TO A SET #4 REBAR; THENCE N50°31'14"W 39.65' TO A SET #4 REBAR; THENCE N62°43'37"W 5.98' TO A SET #4 REBAR; THENCE S71°24'22"W 7.16' TO A SET #4 REBAR; THENCE S48°52'49"W 5.60' TO A SET #4 REBAR; THENCE S23°56'15"W 8.23' TO A SET #4 REBAR; THENCE S31°39'46"W 8.78' TO A SET #4 REBAR; THENCE S52°12'47"W 4.00' TO A SET #4 REBAR; THENCE N81°29'45"W 3.36' TO A SET #4 REBAR; THENCE N25°29'36"W 8.24' TO A SET #4 REBAR; THENCE N28°04'47"W 7.13' TO A SET #4 REBAR; THENCE N32°33'29"W 6.80' TO A SET #4 REBAR; THENCE N04°44'33"W 17.00' TO A SET #4 REBAR; THENCE N16°19'13"E 12.90' TO A SET #4 REBAR; THENCE N48°01'07"E 25.28' TO A SET #4 REBAR; THENCE N35°22'54"E 11.97' TO A SET #4 REBAR; THENCE N67°56'55"E 10.47' TO A SET #4 REBAR; THENCE N46°53'45"E 25.37' TO A SET #4 REBAR; THENCE N24°18'54"E 6.78' TO A SET #4 REBAR; THENCE N03°56'19"W 12.45' TO A SET #4 REBAR; THENCE N19°47'21"E 7.92' TO A SET #4 REBAR; THENCE N51°00'06"E 23.08' TO A SET #4 REBAR; THENCE N58°25'18"E 12.84' TO A SET #4 REBAR; THENCE N48°35'53"E 14.92' TO A SET #4 REBAR; THENCE N14°11'44"E 15.44' TO A SET #4 REBAR; THENCE N10°56'01"W 7.28' TO A SET #4 REBAR; THENCE N03°01'42"W 10.04' TO A SET #4 REBAR; THENCE N21°16'14"W 13.30' TO A SET #4 REBAR; THENCE N03°14'00"E 9.27' TO A SET #4 REBAR; THENCE N15°31'02"E 8.45' TO A SET #4 REBAR; THENCE N27°58'58"E 12.05'

TO A SET #4 REBAR; THENCE N27°57'37"E 12.04' TO A SET #4 REBAR; THENCE N40°14'29"E 19.94' TO A SET #4 REBAR; THENCE N18°25'50"E 9.06' TO A SET #4 REBAR; THENCE N55°21'52"W 14.99' TO A SET #4 REBAR; THENCE S52°03'19"W 4.90' TO A SET #4 REBAR; THENCE N48°56'43"W 14.89' TO A SET #4 REBAR; THENCE N18°01'00"W 23.00' TO A SET #4 REBAR; THENCE N19°23'24"E 7.87' TO A SET #4 REBAR; THENCE N32°04'57"E 9.39' TO A SET #4 REBAR; THENCE N49°02'18"E 14.84' TO A SET #4 REBAR; THENCE N60°53'38"E 7.30' TO A SET #4 REBAR; THENCE N40°18'07"E 5.82' TO A SET #4 REBAR; THENCE N27°51'29"E 8.21' TO A SET #4 REBAR; THENCE N11°41'36"W 28.11' TO A SET #4 REBAR; THENCE N25°58'23"W 11.78' TO A SET #4 REBAR; THENCE N04°03'58"W 10.91' TO A SET #4 REBAR; THENCE N18°44'44"E 4.08' TO A SET #4 REBAR; THENCE N65°31'42"E 6.38' TO A SET #4 REBAR; THENCE N75°46'23"E 11.25' TO A SET #4 REBAR; THENCE N40°38'04"E 9.42' TO A SET #4 REBAR; THENCE N30°12'29"E 8.39' TO A SET #4 REBAR; THENCE N03°13'31"E 7.16' TO A SET #4 REBAR; THENCE N77°57'07"W 5.55' TO A SET #4 REBAR; THENCE N37°04'35"W 6.27' TO A SET #4 REBAR; THENCE N06°34'15"W 5.88' TO A SET #4 REBAR; THENCE N32°23'40"E 10.82' TO A SET #4 REBAR; THENCE N53°17'12"E 22.28' TO A SET #4 REBAR; THENCE N27°11'01"E 9.21' TO A SET #4 REBAR; THENCE N16°27'17"E 17.81' TO A SET #4 REBAR; THENCE N27°36'32"E 10.65' TO A SET #4 REBAR; THENCE N19°53'57"E 36.34' TO A SET #4 REBAR; THENCE N27°57'05"E 7.05' TO A SET #4 REBAR; THENCE N02°01'04"W 4.91' TO A SET #4 REBAR; THENCE N20°39'33"E 10.66' TO A SET #4 REBAR; THENCE N10°32'10"E 14.47' TO A SET #4 REBAR; THENCE N14°21'31"E 7.08' TO A SET #4 REBAR; THENCE N03°37'35"E 8.19' TO A SET #4 REBAR; THENCE N02°01'30"E 4.49' TO A SET #4 REBAR; THENCE N20°28'10"W 8.05' TO A SET #4 REBAR; THENCE N42°30'59"W 10.70' TO A SET #4 REBAR; THENCE N01°29'11"W 7.96' TO A SET #4 REBAR; THENCE N41°55'57"E 10.59' TO A SET #4 REBAR; THENCE N11°54'13"E 14.54' TO A SET #4 REBAR; THENCE N04°39'09"E 8.55' TO A SET #4 REBAR; THENCE N30°04'49"W 10.53' TO A SET #4 REBAR; THENCE N05°53'09"W 13.85' TO A SET #4 REBAR; THENCE N07°20'55"W 11.05' TO A SET #4 REBAR; THENCE N13°13'53"E 14.03' TO A SET #4 REBAR; THENCE N02°02'44"W 6.72' TO A SET #4 REBAR; THENCE N55°31'30"E 2.29' TO A SET #4 REBAR; THENCE N68°38'55"E 7.85' TO A SET #4 REBAR; N88°54'36"E 14.72' TO A SET #4 REBAR; THENCE N14°52'39"E 15.38' TO A SET #4 REBAR; THENCE N16°15'06"E 6.84' TO A SET #4 REBAR; THENCE N27°50'39"E 4.84' TO A SET #4 REBAR; THENCE N57°03'08"E 7.64' TO A SET #4 REBAR; THENCE N68°05'15"E 14.19' TO A SET #4 REBAR; THENCE N73°44'40"E 5.24' TO A SET #4 REBAR; THENCE N75°39'22"E 9.72' TO A SET #4 REBAR; THENCE S89°34'21"E 15.78' TO A SET #4 REBAR; THENCE S60°38'24"E 91.48' TO THE **POINT AND PLACE OF BEGINNING. CONTAINING 137,803 SQUARE FEET, MORE OR LESS.**

TOGETHER WITH RIGHTS OF ACCESS OVER, ACROSS AND THROUGH THE PROPERTY FOR THE PURPOSES OF GRANTEE FULFILLING ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

BK: R 8227
PG: 2604 - 2616
RECORDED: 2019068707
12/16/2019 GUILFORD COUNTY, NC
03:41:48 PM JEFF L. THIGPEN
DEPUTY-GB REGISTER OF DEEDS
BY: SABRINA KNOX

NC FEE $26.00

WATER QUALITY PROJECT EASEMENT AND AGREEMENT

~~Excise Tax: $~~

Prepared by and Return to Kennon Craver, PLLC

Parcel Identifier No.: Randolph County PIN 7738-78-1103 (REID: 36258); PIN 7738-78-1685 (REID: 36259); PIN 7738-88-8563 (REID: 36291) and Guilford County PIN 7738-79-3903 (REID: 158483); PIN 7738-99-0685 (REID: 145392)

Brief description for the Index: 7.224 (+/-) acre Temporary Easement in Randolph County, NC;
7.810 (+/-) acre Temporary Easement in Guilford County, NC

THIS WATER QUALITY PROJECT EASEMENT AND AGREEMENT (this "Agreement") is made this 13 day of December, 2019, by and between **MORGAN AGRI PROPERTIES, LLC**, a North Carolina limited liability company, whose mailing address is c/o Michael Morgan and Malinda Morgan, 6521 Tom Ball Road, Randleman, North Carolina 27317 ("Grantor"), and **ENVIRONMENTAL BANC & EXCHANGE, LLC**, a Maryland limited liability company, whose mailing address is 6575 West Loop South, Suite 300, Bellaire, Texas 77401 ("Grantee", and collectively with Grantor, the "Parties"), for the purpose of conveying an easement on certain real property owned by Grantor to Grantee in accordance with the terms and conditions set forth below.

WITNESSETH

WHEREAS, Grantor owns certain real property situated, lying and being in Randolph and Guilford Counties, North Carolina, more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantee intends to establish an ecological restoration, conservation and/or mitigation project (the "Project") on a portion of the Property identified in Exhibit B and Exhibit C, attached hereto and incorporated herein (the "Conservation Area"), in accordance with applicable federal, state, and local laws and regulations.

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby give, grant and convey to Grantee an easement upon, across and over the Property, for the purposes of accessing the Conservation Area, and upon, across and over the Conservation Area, for Grantee to use the Conservation Area in the manner and for the purposes described herein.

AGREEMENTS

1. Easement Grant. Grantor hereby grants (a) to Grantee, it agents, employees, contractors, successors and assigns (the "Grantee Parties") an easement (the "Easement") to enter the Property and Conservation Area for purposes related to the entitlement, design, development, construction, operation, monitoring and maintenance of the Project, including the activities specified in Section 3 hereof (collectively, "Project Activities"), and (b) to Grantee the sole and exclusive right to conduct the Project Activities, and all activities related thereto, within the Conservation Area and carry out any and all activities on or relating to the Conservation Area that are consistent with the creation, use, management, operation, monitoring, preservation and care of the Project within the Conservation Area. Each of the Grantee Parties shall have the full right of ingress, egress, and regress necessary and convenient for the full and complete use by it of the easement granted herein for purposes of evaluating the Project or Project Activities and reviewing compliance with applicable requirements.

2. Term of Agreement. The rights granted to, and created in favor of, Grantee under this Agreement shall terminate on December 31, 2031, unless sooner terminated or modified as provided herein. This Agreement runs with the land and binds the parties hereto and their successors and assigns.

3. Permitted Project Activities. During the term of this Agreement, and subject to compliance with the provisions hereof, Grantee, its successors and assigns, shall have the following rights, which shall not be impeded, restricted or diminished in any way, directly or indirectly, by Grantor or by Grantor's heirs, successors or assigns:

(a) To apply for, obtain, amend, renew, transfer and surrender such plans, permits, licenses, approvals, permissions or other instruments from governmental entities that may become necessary to the purposes authorized by this Agreement. Upon request of Grantee, Grantor shall promptly and without delay, and without cost to Grantor, provide any authorization, consent, information or reasonable assistance that may be necessary to obtain any of the foregoing and shall not oppose, or assist anyone else in opposing, any application by Grantee for any permit, approval or license necessary to accomplish the purposes authorized by this Agreement;

(b) To conduct activities on or relating to the Conservation Area as necessary to ensure the successful establishment, operation and maintenance of the Project;

(c) To have, hold and sell and to record any sale of credits from the Project and Project Activities for such consideration and upon such terms as may be agreed upon between Grantee and the purchasers of any such credits (and, Grantor acknowledges and agrees that any such credits and all benefits and proceeds therefrom are the sole property of Grantee and Grantor has no economic or ownership interest in the same or claim thereto by virtue of this Agreement); and

(d) To use, without charge, all public and private roads located on the Property for the purpose of accessing the Conservation Area to conduct the Project Activities, and to the extent Grantee is unable to reasonably access any portion of the Conservation Area by way of a public or private road, Grantee, its successors or assigns, has the right of ingress and egress over other portions of the Property, at such locations preferred by Grantor and reasonably acceptable to Grantee, but only in such manner as will not cause unreasonable damage to the Property.

4. Restrictions. Grantor may not take any action that would have a material, adverse impact on Grantee's ability to obtain the approval of the Project from the applicable governmental entities. Grantor shall not execute or subject the Property or consent to any mortgages, liens, encumbrances, covenants, conditions, restrictions, easements, or rights-of-way, or seek any zoning changes or take any other action which may affect or modify the status of title or otherwise affect the Conservation Area without Grantee's prior written consent, which shall not be unreasonably withheld.

5. Assignment. This Agreement may be transferred or assigned, in whole or in part, by Grantee, with Grantor's prior written consent, which shall not be unreasonably withheld.

6. Amendment and Termination of Agreement. This Agreement may be terminated or modified only by written agreement of the Parties, except as otherwise provided herein. In the event the Project is terminated, Grantee shall retain an easement in, on, over, across and through such other portions of the Property, should such retention be necessary for any of Grantee's continuing requirements of the Project. However, Grantee, at any time in its sole and absolute discretion, may voluntarily terminate this Agreement by executing and recording a termination of the same.

7. Miscellaneous. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the Grantee to effect the purposes of this Agreement. If any provision of this Agreement, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall not be affected thereby. This Agreement, including any attachments hereto as referenced herein, sets forth the entire Agreement of the Parties with respect to the matters herein and supersedes all prior discussions, negotiations, understandings or agreements relating hereto. The interpretation and performance of this Agreement shall be governed by the laws of the state of North Carolina. This Agreement is intended solely for the purpose of conveying a property interest to Grantee upon the terms and conditions set forth herein, and creates no joint venture or other business relationship between the Parties. This Agreement is solely for the benefit of the Parties and no third party beneficiary is or is intended to be created hereby. This Agreement may be executed by the Parties in any combination, in one or more counterparts, all of which together shall constitute one and the same instrument.

8. Notices. Any notices, demands, requests, consents, approvals, or communications between the Parties that are required pursuant to this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt, if delivered by hand, or (ii) upon posting, if mailed, postage prepaid, by certified mail, return receipt requested, or (iii) the business day following sending if sent by Federal Express or other nationally recognized overnight courier service or Express Mail, or (iv) upon receipt if sent by facsimile against machine confirmation, and addressed as follows:

To Grantor:

Morgan Agri Properties, LLC
c/o Michael Morgan and Malinda Morgan
6521 Tom Ball Road
Randleman, NC 27317

To Grantee:

Environmental Banc & Exchange, LLC
6575 West Loop South, Suite 300
Bellaire, TX 77401
Attn: Stephen Colomb

With copies to:

Environmental Banc & Exchange, LLC
302 Jefferson Street, Suite 110
Raleigh, NC 27605
Attn: Judson Smith

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

MORGAN AGRI PROPERTIES, LLC,
a North Carolina limited liability company

By: ______________________
Name: Michael Morgan
Title: Pres.

NORTH CAROLINA
COUNTY OF Randolph

I, a Notary Public of the State and County aforesaid, do hereby certify that Michael Morgan personally appeared before me this day and acknowledged that he/she is the President of Morgan Agri Properties, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of the Grantor, he/she signed the foregoing instrument in its name, on its behalf and as its act and deed for the purposes stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 13 day of December, 2019.

____
Signature of Notary Public

KENTON E BEAL
Notary Public North Carolina
[SEAL] Wake County
My Commission Expires
April 25, 2024

Kenton E. Beal
Printed Name of Notary Public

My commission expires: 4/25/2024

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

GRANTEE:

ENVIRONMENTAL BANC & EXCHANGE, LLC, a Maryland limited liability company

By: Resource Environmental Solutions, LLC, a Louisiana limited liability company, its Manager

By: W. J
Name: W. JUDSON SMITH
Title: Authorized Signatory

STATE OF North Carolina

COUNTY OF Wake

I, a Notary Public of the State and County aforesaid, do hereby certify that W. Judson Smith personally appeared before me this day and acknowledged that he/she is the Authorized Signatory of Resource Environmental Solutions, LLC, a Louisiana limited liability company, manager of Environmental Banc & Exchange, LLC, a Maryland limited liability company, and that by authority duly given, and as the act of the Grantee, he/she signed the foregoing instrument in its name, on its behalf and as its act and deed for the purposes stated herein.

Witness my hand and official stamp or seal, this the 6 day of December, 2019.

AMY STALEY
NOTARY PUBLIC
Johnston County
North Carolina
My Commission Expires Sept. 4, 2023

[SEAL]

Amy Staley
Signature of Notary Public

Amy Staley
Printed Name of Notary Public

My commission expires: Sept. 4, 2023

EXHIBIT A

Legal Description of the Property

BEING that 234.13 acres, more or less, tracts or parcels of real property situated in Randolph and Guilford Counties, North Carolina, being identified by PIN Number 7738-88-8563, 7738-78-1685 and 7738-78-1103 (Randolph County) and PIN Number 7738-99-0685 and 7738-79-3903 (Guilford County), and being a portion of the property conveyed by deed recorded in Deed Book 2265 at Page 681, Deed Book 2368, Page 1420 and Deed Book 2488, Page 1584 of the Randolph County Registry, North Carolina, and by deed recorded in Deed Book 7561 at Page 517 and Deed Book 7801, Page 2721 of the Guilford County Registry, North Carolina.

EXHIBIT B

(Legal Description of the Conservation Area – Randolph County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.224 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP; 76-CQ, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED AUGUST 19, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE RANDOLPH COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 162, AT PAGE 94 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

CONSERVATION EASEMENT "A"
115,862 S.F. +/- 2.660 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S 00°42'26" W 236.06' TO A SET #4 REBAR; THENCE N 86°21'33" W 114.72' TO AN EXISTING FENCE POST; THENCE N 86°21'33" W 497.82' TO AN EXISTING #5 REBAR; THENCE N 86° 23'55" W 41.03' TO A CALCULATED POINT ON THE EASTERN TOP OF BANK OF A CREEK; THENCE N13°03'23"E 8.76' TO A CALCULATED POINT; THENCE N26°18'53"E 6.64' TO A CALCULATED POINT; THENCE N60°06'09"E 7.18' TO A CALCULATED POINT; THENCE N54°35'13"E 4.85' TO A CALCULATED POINT; THENCE N35°38'53"E 3.88' TO A CALCULATED POINT; THENCE N53°10'03"E 4.83' TO A CALCULATED POINT; THENCE N42°33'18"E 5.39' TO A CALCULATED POINT; THENCE N26°20'24"E 4.14' TO A CALCULATED POINT; THENCE N05°10'43"E 6.43' TO A CALCULATED POINT; THENCE N20°42'56"W 5.17' TO A CALCULATED POINT; THENCE N85°19'07"W 1.87' TO A CALCULATED POINT; THENCE N27°59'03"W 5.79' TO A CALCULATED POINT; THENCE N23°13'49"E 6.37' TO A CALCULATED POINT; THENCE N51°58'12"E 5.67' TO A CALCULATED POINT; THENCE N84°45'11"E 171.80 TO A SET #4 REBAR; THENCE N26°18'32"E 90.02' TO A SET #4 REBAR; THENCE N49°51'41"E 103.65' TO A SET #4 REBAR; THENCE S85°03'46"E 338.34' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 115,862 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "B"
26,769 S.F. +/- 0.615 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S10 °55'20"W 89.62' TO A SET #4 REBAR; THENCE S40°46'21"W 49.19' TO A SET #4 REBAR; THENCE S26°18'32"W 68.96' TO A SET #4 REBAR BEING THE MOST SOUTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S84°45'11"W 102.60' TO A SET #4 REBAR ON THE EASTERN TOP OF BANK OF A CREEK; THENCE N22°35'00"W 5.29' TO A CALCULATED POINT; THENCE N59°04'32"W 8.93' TO A CALCULATED POINT; THENCE N87°42'31"W 5.71' TO A CALCULATED POINT; THENCE N77°33'45"W 4.51' TO A CALCULATED POINT; THENCE S53°04'13"W 8.57' TO A CALCULATED POINT; THENCE S75°20'07"W 4.01' TO A CALCULATED POINT; THENCE N85°35'09"W 4.54' TO

A CALCULATED POINT; THENCE N77°51'33"W 3.03' TO A CALCULATED POINT; THENCE N48°13'33"W 9.34' TO A CALCULATED POINT; THENCE N31°43'17"W 4.54' TO A CALCULATED POINT; THENCE N05°25'06"W 3.23' TO A CALCULATED POINT; THENCE N07°34'54"E 9.47' TO A CALCULATED POINT; THENCE N14°43'36"E 14.40' TO A CALCULATED POINT; THENCE N15°20'32"E 6.38' TO A CALCULATED POINT; THENCE N41°50'58"E 9.05' TO A CALCULATED POINT; THENCE N64°02'46"E 3.37' TO A CALCULATED POINT; THENCE N62°59'29"E 10.03' TO A CALCULATED POINT; THENCE N78°19'59"E 6.04' TO A CALCULATED POINT; THENCE N69°08'38"E 9.49' TO A CALCULATED POINT; THENCE N53°31'48"E 13.86' TO A CALCULATED POINT; THENCE N66°38'08"E 10.17' TO A CALCULATED POINT; THENCE N72°41'29"E 11.09' TO A CALCULATED POINT; THENCE N76°00'18"E 5.70' TO A CALCULATED POINT; THENCE N60°06'12"E 6.89' TO A CALCULATED POINT; THENCE N30°22'33"E 8.08' TO A CALCULATED POINT; THENCE N39°17'45"E 4.50' TO A CALCULATED POINT; THENCE N26°33'03"W 7.18' TO A CALCULATED POINT; THENCE N38°08'48"W 9.73' TO A CALCULATED POINT; THENCE N11°39'01"E 7.63' TO A CALCULATED POINT; THENCE N26°07'09"E 6.64' TO A CALCULATED POINT; THENCE N61°03'38"E 5.80' TO A CALCULATED POINT; THENCE N77°15'17"E 4.46' TO A CALCULATED POINT; THENCE N49°21'39"E 7.52' TO A CALCULATED POINT; THENCE N18°52'53"E 9.28' TO A CALCULATED POINT; THENCE N30°21'25"W 2.43' TO A CALCULATED POINT; THENCE N05°22'29"E 4.69' TO A CALCULATED POINT; THENCE N00°48'52"E 12.05' TO A CALCULATED POINT; THENCE N18°49'22"E 5.83' TO A CALCULATED POINT; THENCE N03°10'12"E 10.07' TO A CALCULATED POINT; THENCE N04°55'23"W 11.93' TO A CALCULATED POINT; THENCE N14°32'42"W 6.57' TO A CALCULATED POINT; THENCE N39°31'14"W 5.39' TO A CALCULATED POINT; THENCE N56°33'54"W 12.63' TO A CALCULATED POINT; THENCE S86°34'24" E 145.52' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 26,769 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "C"
137, 637 S.F. +/- 3.160 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S42°12'29"E 329.12' TO A SET #4 REBAR; THENCE S70°34'49"W 39.34' TO A CALCULATED POINT; THENCE S70°15'27"W 16.13' TO A CALCULATED POINT; THENCE S72°58'59"W 11.34' TO A CALCULATED POINT; THENCE S59°40'13"W 19.07' TO A CALCULATED POINT; THENCE S56°57'28"W 11.60' TO A CALCULATED POINT; THENCE S30°10'55"W 15.06' TO A CALCULATED POINT; THENCE N46°34'22"W 9.40' TO A CALCULATED POINT; THENCE S72°02'39"W 20.72'; THENCE S27°15'01"W 8.69' TO A CALCULATED POINT; THENCE S16°37'15"W 17.97' TO A CALCULATED POINT; THENCE S33°34'03"W 11.61' TO A CALCULATED POINT; THENCE S15°06'08"W 9.88' TO A CALCULATED POINT; THENCE S40°53'15"W 20.34' TO A CALCULATED POINT; THENCE S58°52'22"W 13.81' TO A CALCULATED POINT; THENCE S85°28'52"W 7.37' TO A CALCULATED POINT; THENCE S60°32'59"W 12.80' TO A CALCULATED POINT; THENCE S21°57'46"W 27.54' TO A CALCULATED POINT; THENCE S12°27'08"W 12.51' TO A CALCULATED POINT; THENCE S08°57'41"E 8.27' TO A CALCULATED POINT; THENCE S53°48'02"W 29.75' TO A CALCULATED POINT; THENCE S85°41'08"W 17.85' TO A CALCULATED POINT;

THENCE S62°23'50"W 4.70' TO A CALCULATED POINT; THENCE S36°48'55"W 27.66' TO A CALCULATED POINT; THENCE S61°28'01"W 9.57' TO A CALCULATED POINT; THENCE S48°38'04"W 17.33' TO A CALCULATED POINT; THENCE S83°29'08"W 20.24' TO A CALCULATED POINT; THENCE S66°24'13"W 36.52' TO A CALCULATED POINT; THENCE S79°07'33"W 24.00' TO A CALCULATED POINT; THENCE S53°24'01"W 24.39' TO A CALCULATED POINT; THENCE S70°51'24"W 24.59' TO A CALCULATED POINT; THENCE S33°09'00"W 3.88' TO A CALCULATED POINT; THENCE S53°29'16"W 7.19' TO A CALCULATED POINT; THENCE S75°57'13"W 10.99' TO A CALCULATED POINT; THENCE S88°57'00"W 17.48' TO A CALCULATED POINT; THENCE S68°52'59"W 19.39' TO A CALCULATED POINT; THENCE N84°09'35"W 17.42' TO A CALCULATED POINT; THENCE S61°09'48"W 12.67' TO A CALCULATED POINT; THENCE S78°00'19"W 11.01'TO A CALCULATED POINT; THENCE S58°30'19"W 12.01' TO A CALCULATED POINT; THENCE S48°49'16"W 17.66' TO A CALCULATED POINT; THENCE S71°02'05"W 23.26' TO A CALCULATED POINT; N38°46' 03"W 114.37' TO A SET #4 REBAR; THENCE N16°25'13"E 113.26' TO A SET #4 REBAR; THENCE N70°50'30"E 124.81' TO A SET #4 REBAR; THENCE S44°25'18"E 100.39' TO A SET #4 REBAR; THENCE N51°19'55"E 187.31' TO A SET #4 REBAR; THENCE N44°14'26"W 202.09' TO A SET #4 REBAR; THENCE N09°54'06"E 134.80' TO A SET #4 REBAR; THENCE N87°43'50"E 141.27 TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 137,637 SQUARE FEET, MORE OR LESS.**

CONSERVATION
EASEMENT "D"
34,401 S.F. +/- 0.790 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S26°28'17"E 109.65' TO A SET #4 REBAR; THENCE S50°24'50"W 12.51' TO A CALCULATED POINT; THENCE S70°11'41"W 16.32' TO A CALCULATED POINT; THENCE S82°25'55"W 14.62' TO A CALCULATED POINT; THENCE S44°50'46"W 31.34' TO A CALCULATED POINT; THENCE S44°07'36"W 18.73' TO A CALCULATED POINT; THENCE S70°01'53"W 25.87' TO A CALCULATED POINT; THENCE N61°10'34"W 37.32' TO A CALCULATED POINT; THENCE S26°31'51"W 15.09' TO A CALCULATED POINT; THENCE S68°49'38"W 26.47' TO A CALCULATED POINT; THENCE S64°18'57"W 24.91' TO A CALCULATED POINT; THENCE S48°12'35"W 19.19' TO A CALCULATED POINT; THENCE S80°25'53"W 16.15' TO A CALCULATED POINT; THENCE N68°55'09"W 22.97' TO A CALCULATED POINT; THENCE S66°18'37"W 8.28' TO A CALCULATED POINT; THENCE S30°09'39"W 19.91 TO A CALCULATED POINT; THENCE S88°08'21"W 57.23' TO A SET #4 REBAR; THENCE N02°43'05"E 101.47' TO A SET #4 REBAR; THENCE N68°33'38"E 277.49' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 34,401 SQUARE FEET, MORE OR LESS.**

TOGETHER WITH RIGHTS OF ACCESS OVER, ACROSS AND THROUGH THE PROPERTY DESCRIBED IN EXHIBIT A FOR THE PURPOSES OF GRANTEE FULFILLING ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

EXHIBIT C
(Legal Description of the Conservation Area Continued – Guilford County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.810 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED JUNE 1, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE GUILFORD COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 208, AT PAGE 19 (THE "SURVEY") AND BEING FURTHER DESCBRIBED AS FOLLOWS:

CONSERVATION EASEMENT "A"
152,181 S.F. +/- 3.494 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S05°05'56"E 284.14' TO A SET #4 REBAR; THENCE S28°32'54"W 134.69' TO A SET #4 REBAR; THENCE S56°08'08"W 200.68' TO A SET #4 REBAR; THENCE N78°43'51"W 223.99' TO A SET #4 REBAR; THENCE N14°26'47"E 171.18' TO A SET #4 REBAR; THENCE N58°03'12"E 196.20' TO A SET #4 REBAR; THENCE N14°07'15"W 229.32' TO A SET #4 REBAR; THENCE S85°15'20"E 273.11' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 152,181 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "B"
50,224 S.F. +/- 1.153 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S06°47'46"W 110.06' TO A SET #4 REBAR; THENCE S34°57'02"W 160.15' TO A SET #4 REBAR; THENCE N60°38'24"W 218.48' TO A SET #4 REBAR; THENCE N42°33'32"E 81.35' TO A SET #4 REBAR; THENCE N08°40'12"E 76.95' TO A SET #4 REBAR; THENCE N61°46'42"E 66.51' TO A SET #4 REBAR; THENCE S78°40'55"E 173.33' TO THE **POINT AND PLACE OF BEGINNING. CONTAINING 50,224 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "C"
137,803 S.F. +/- 3.164 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S19°45'33"W 230.13' TO A SET #4 REBAR; THENCE S10°55'20"W 800.04' TO A SET #4 REBAR; THENCE S12°05'58"W 322.39' TO A SET #4 REBAR; THENCE N86°34'24"W 145.52' TO A SET #4 REBAR ON THE WESTERN TOP OF BANK OF A CREEK; THENCE N67°04'06"W 8.59' TO A SET #4 REBAR; THENCE N70°21'10"W 8.53' TO A SET #4 REBAR; THENCE N58°45'50"W 7.10' TO A SET #4 REBAR; THENCE N33°43'46"W 6.26' TO A SET #4 REBAR; THENCE N19°44'26"E 5.27' TO A SET #4 REBAR; THENCE N09°33'49"E 4.50' TO A SET #4 REBAR;

THENCE N13°49'19"E 5.29' TO A SET #4 REBAR; THENCE N49°04'17"E 4.62' TO A SET #4 REBAR; THENCE N77°38'45"E 6.75' TO A SET #4 REBAR; THENCE N70°50'56"E 9.81' TO A SET #4 REBAR; THENCE N35°36'55"E 7.34' TO A SET #4 REBAR; THENCE N25°44'27"E 5.96' TO A SET #4 REBAR; THENCE N14°41'09"E 7.32' TO A SET #4 REBAR; THENCE N33°18'38"W 8.15' TO A SET #4 REBAR; N59°28'23"W 4.63' TO A SET #4 REBAR; THENCE N36°36'43"W 6.10' TO A SET #4 REBAR; THENCE N23°06'07"W 4.64' TO A SET #4 REBAR; THENCE N22°10'17"E 3.85' TO A SET #4 REBAR; THENCE S81°05'45"E 6.77' TO A SET #4 REBAR; THENCE N85°27'17"E 7.90' TO A SET #4 REBAR; THENCE N58°50'33"E 9.04' TO A SET #4 REBAR; THENCE N22°23'28"E 21.19' TO A SET #4 REBAR; THENCE N02°07'47"E 5.33' TO A SET #4 REBAR; THENCE N04°48'01"W 7.87' TO A SET #4 REBAR; THENCE N25°59'44"W 8.51' TO A SET #4 REBAR; THENCE N45°10'47"W 12.29' TO A SET #4 REBAR; THENCE N53°41'34"W 10.23' TO A SET #4 REBAR; THENCE N44°37'50"W 9.73' TO A SET #4 REBAR; THENCE N13°30'39"W 8.89' TO A SET #4 REBAR; THENCE N02°57'51"W 7.88 TO A SET #4 REBAR; THENCE N39°11'00"E 6.22' TO A SET #4 REBAR; THENCE N84°20'34"E 3.94' TO A SET #4 REBAR; THENCE N85°14'31"E 7.80' TO A SET #4 REBAR; THENCE N77°26'42"E 18.04' TO A SET #4 REBAR; THENCE S79°53'33"E 12.83' TO A SET #4 REBAR; THENCE S69°35'53"E 7.48' TO A SET #4 REBAR; THENCE N88°35'06"E 10.66' TO A SET #4 REBAR; THENCE N63°08'33"E 7.27' TO A SET #4 REBAR; THENCE N68°47'05"E 3.63' TO A SET #4 REBAR; THENCE N41°59'32"E 11.63' TO A SET #4 REBAR; THENCE N21°30'09"E 9.76' TO A SET #4 REBAR; THENCE N29°22'07"E 19.08' TO A SET #4 REBAR; THENCE N41°18'37"E 12.84' TO A SET #4 REBAR; THENCE N35°57'09"E 10.21' TO A SET #4 REBAR; THENCE N43°42'57"E 4.96' TO A SET #4 REBAR; THENCE N08°14'58"E 11.92' TO A SET #4 REBAR; THENCE N16°43'03"W 6.99' TO A SET #4 REBAR; THENCE N56°48'26"W 4.84' TO A SET #4 REBAR; THENCE N19°21'37"W 8.25' TO A SET #4 REBAR; THENCE N11°37'43"W 10.60' TO A SET #4 REBAR; THENCE N33°35'08"E 8.69' TO A SET #4 REBAR; THENCE N53°03'25"E 5.94' TO A SET #4 REBAR; THENCE N28°31'44"E 7.78' TO A SET #4 REBAR; THENCE N58°09'00"W 10.24' TO A SET #4 REBAR; THENCE N20°48'39"W 17.58' TO A SET #4 REBAR; THENCE N50°31'14"W 39.65' TO A SET #4 REBAR; THENCE N62°43'37"W 5.98' TO A SET #4 REBAR; THENCE S71°24'22"W 7.16' TO A SET #4 REBAR; THENCE S48°52'49"W 5.60' TO A SET #4 REBAR; THENCE S23°56'15"W 8.23' TO A SET #4 REBAR; THENCE S31°39'46"W 8.78' TO A SET #4 REBAR; THENCE S52°12'47"W 4.00' TO A SET #4 REBAR; THENCE N81°29'45"W 3.36' TO A SET #4 REBAR; THENCE N25°29'36"W 8.24' TO A SET #4 REBAR; THENCE N28°04'47"W 7.13' TO A SET #4 REBAR; THENCE N32°33'29"W 6.80' TO A SET #4 REBAR; THENCE N04°44'33"W 17.00' TO A SET #4 REBAR; THENCE N16°19'13"E 12.90' TO A SET #4 REBAR; THENCE N48°01'07"E 25.28' TO A SET #4 REBAR; THENCE N35°22'54"E 11.97' TO A SET #4 REBAR; THENCE N67°56'55"E 10.47' TO A SET #4 REBAR; THENCE N46°53'45"E 25.37' TO A SET #4 REBAR; THENCE N24°18'54"E 6.78' TO A SET #4 REBAR; THENCE N03°56'19"W 12.45' TO A SET #4 REBAR; THENCE N19°47'21"E 7.92' TO A SET #4 REBAR; THENCE N51°00'06"E 23.08' TO A SET #4 REBAR; THENCE N58°25'18"E 12.84' TO A SET #4 REBAR; THENCE N48°35'53"E 14.92' TO A SET #4 REBAR; THENCE N14°11'44"E 15.44' TO A SET #4 REBAR; THENCE N10°56'01"W 7.28' TO A SET #4 REBAR; THENCE N03°01'42"W 10.04' TO A SET #4 REBAR; THENCE N21°16'14"W 13.30' TO A SET #4 REBAR; THENCE N03°14'00"E 9.27' TO A SET #4 REBAR; THENCE N15°31'02"E 8.45' TO A SET #4 REBAR; THENCE N27°58'58"E 12.05' TO A SET #4 REBAR; THENCE

N27°57'37"E 12.04' TO A SET #4 REBAR; THENCE N40°14'29"E 19.94' TO A SET #4 REBAR; THENCE N18°25'50"E 9.06' TO A SET #4 REBAR; THENCE N55°21'52"W 14.99' TO A SET #4 REBAR; THENCE S52°03'19"W 4.90' TO A SET #4 REBAR; THENCE N48°56'43"W 14.89' TO A SET #4 REBAR; THENCE N18°01'00"W 23.00' TO A SET #4 REBAR; THENCE N19°23'24"E 7.87' TO A SET #4 REBAR; THENCE N32°04'57"E 9.39' TO A SET #4 REBAR; THENCE N49°02'18"E 14.84' TO A SET #4 REBAR; THENCE N60°53'38"E 7.30' TO A SET #4 REBAR; THENCE N40°18'07"E 5.82' TO A SET #4 REBAR; THENCE N27°51'29"E 8.21' TO A SET #4 REBAR; THENCE N11°41'36"W 28.11' TO A SET #4 REBAR; THENCE N25°58'23"W 11.78' TO A SET #4 REBAR; THENCE N04°03'58"W 10.91' TO A SET #4 REBAR; THENCE N18°44'44"E 4.08' TO A SET #4 REBAR; THENCE N65°31'42"E 6.38' TO A SET #4 REBAR; THENCE N75°46'23"E 11.25' TO A SET #4 REBAR; THENCE N40°38'04"E 9.42' TO A SET #4 REBAR; THENCE N30°12'29"E 8.39' TO A SET #4 REBAR; THENCE N03°13'31"E 7.16' TO A SET #4 REBAR; THENCE N77°57'07"W 5.55' TO A SET #4 REBAR; THENCE N37°04'35"W 6.27' TO A SET #4 REBAR; THENCE N06°34'15"W 5.88' TO A SET #4 REBAR; THENCE N32°23'40"E 10.82' TO A SET #4 REBAR; THENCE N53°17'12"E 22.28' TO A SET #4 REBAR; THENCE N27°11'01"E 9.21' TO A SET #4 REBAR; THENCE N16°27'17"E 17.81' TO A SET #4 REBAR; THENCE N27°36'32"E 10.65' TO A SET #4 REBAR; THENCE N19°53'57"E 36.34' TO A SET #4 REBAR; THENCE N27°57'05"E 7.05' TO A SET #4 REBAR; THENCE N02°01'04"W 4.91' TO A SET #4 REBAR; THENCE N20°39'33"E 10.66' TO A SET #4 REBAR; THENCE N10°32'10"E 14.47' TO A SET #4 REBAR; THENCE N14°21'31"E 7.08' TO A SET #4 REBAR; THENCE N03°37'35"E 8.19' TO A SET #4 REBAR; THENCE N02°01'30"E 4.49' TO A SET #4 REBAR; THENCE N20°28'10"W 8.05' TO A SET #4 REBAR; THENCE N42°30'59"W 10.70' TO A SET #4 REBAR; THENCE N01°29'11"W 7.96' TO A SET #4 REBAR; THENCE N41°55'57"E 10.59' TO A SET #4 REBAR; THENCE N11°54'13"E 14.54' TO A SET #4 REBAR; THENCE N04°39'09"E 8.55' TO A SET #4 REBAR; THENCE N30°04'49"W 10.53' TO A SET #4 REBAR; THENCE N05°53'09"W 13.85' TO A SET #4 REBAR; THENCE N07°20'55"W 11.05' TO A SET #4 REBAR; THENCE N13°13'53"E 14.03' TO A SET #4 REBAR; THENCE N02°02'44"W 6.72' TO A SET #4 REBAR; THENCE N55°31'30"E 2.29' TO A SET #4 REBAR; THENCE N68°38'55"E 7.85' TO A SET #4 REBAR; N88°54'36"E 14.72' TO A SET #4 REBAR; THENCE N14°52'39"E 15.38' TO A SET #4 REBAR; THENCE N16°15'06"E 6.84' TO A SET #4 REBAR; THENCE N27°50'39"E 4.84' TO A SET #4 REBAR; THENCE N57°03'08"E 7.64' TO A SET #4 REBAR; THENCE N68°05'15"E 14.19' TO A SET #4 REBAR; THENCE N73°44'40"E 5.24' TO A SET #4 REBAR; THENCE N75°39'22"E 9.72' TO A SET #4 REBAR; THENCE S89°34'21"E 15.78' TO A SET #4 REBAR; THENCE S60°38'24"E 91.48' TO THE **POINT AND PLACE OF BEGINNING. CONTAINING 137,803 SQUARE FEET, MORE OR LESS.**

TOGETHER WITH RIGHTS OF ACCESS OVER, ACROSS AND THROUGH THE PROPERTY DESCRIBED IN EXHIBIT A FOR THE PURPOSES OF GRANTEE FULFILLING ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

BK 2680 PG 349 - 361 (13) DOC# 20090223
This Document eRecorded: 12/16/2019 04:06:44 PM
Fee: $26.00 DocType: AGMT Tax: $0.00
Randolph County, North Carolina
Krista M. Lowe, Register of Deeds

WATER QUALITY PROJECT EASEMENT AND AGREEMENT

~~Excise Tax: $~~

Prepared by and Return to Kennon Craver, PLLC

Parcel Identifier No.: Randolph County PIN 7738-78-1103 (REID: 36258); PIN 7738-78-1685 (REID: 36259); PIN 7738-88-8563 (REID: 36291) and Guilford County PIN 7738-79-3903 (REID: 158483); PIN 7738-99-0685 (REID: 145392)

Brief description for the Index: 7.224 (+/-) acre Temporary Easement in Randolph County, NC;
7.810 (+/-) acre Temporary Easement in Guilford County, NC

THIS WATER QUALITY PROJECT EASEMENT AND AGREEMENT (this "Agreement") is made this 13 day of December, 2019, by and between **MORGAN AGRI PROPERTIES, LLC**, a North Carolina limited liability company, whose mailing address is c/o Michael Morgan and Malinda Morgan, 6521 Tom Ball Road, Randleman, North Carolina 27317 ("Grantor"), and **ENVIRONMENTAL BANC & EXCHANGE, LLC**, a Maryland limited liability company, whose mailing address is 6575 West Loop South, Suite 300, Bellaire, Texas 77401 ("Grantee", and collectively with Grantor, the "Parties"), for the purpose of conveying an easement on certain real property owned by Grantor to Grantee in accordance with the terms and conditions set forth below.

WITNESSETH

WHEREAS, Grantor owns certain real property situated, lying and being in Randolph and Guilford Counties, North Carolina, more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantee intends to establish an ecological restoration, conservation and/or mitigation project (the "Project") on a portion of the Property identified in Exhibit B and Exhibit C, attached hereto and incorporated herein (the "Conservation Area"), in accordance with applicable federal, state, and local laws and regulations.

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby give, grant and convey to Grantee an easement upon, across and over the Property, for the purposes of accessing the Conservation Area, and upon, across and over the Conservation Area, for Grantee to use the Conservation Area in the manner and for the purposes described herein.

AGREEMENTS

1. Easement Grant. Grantor hereby grants (a) to Grantee, it agents, employees, contractors, successors and assigns (the "Grantee Parties") an easement (the "Easement") to enter the Property and Conservation Area for purposes related to the entitlement, design, development, construction, operation, monitoring and maintenance of the Project, including the activities specified in Section 3 hereof (collectively, "Project Activities"), and (b) to Grantee the sole and exclusive right to conduct the Project Activities, and all activities related thereto, within the Conservation Area and carry out any and all activities on or relating to the Conservation Area that are consistent with the creation, use, management, operation, monitoring, preservation and care of the Project within the Conservation Area. Each of the Grantee Parties shall have the full right of ingress, egress, and regress necessary and convenient for the full and complete use by it of the easement granted herein for purposes of evaluating the Project or Project Activities and reviewing compliance with applicable requirements.

2. Term of Agreement. The rights granted to, and created in favor of, Grantee under this Agreement shall terminate on December 31, 2031, unless sooner terminated or modified as provided herein. This Agreement runs with the land and binds the parties hereto and their successors and assigns.

3. Permitted Project Activities. During the term of this Agreement, and subject to compliance with the provisions hereof, Grantee, its successors and assigns, shall have the following rights, which shall not be impeded, restricted or diminished in any way, directly or indirectly, by Grantor or by Grantor's heirs, successors or assigns:

(a) To apply for, obtain, amend, renew, transfer and surrender such plans, permits, licenses, approvals, permissions or other instruments from governmental entities that may become necessary to the purposes authorized by this Agreement. Upon request of Grantee, Grantor shall promptly and without delay, and without cost to Grantor, provide any authorization, consent, information or reasonable assistance that may be necessary to obtain any of the foregoing and shall not oppose, or assist anyone else in opposing, any application by Grantee for any permit, approval or license necessary to accomplish the purposes authorized by this Agreement;

(b) To conduct activities on or relating to the Conservation Area as necessary to ensure the successful establishment, operation and maintenance of the Project;

(c) To have, hold and sell and to record any sale of credits from the Project and Project Activities for such consideration and upon such terms as may be agreed upon between Grantee and the purchasers of any such credits (and, Grantor acknowledges and agrees that any such credits and all benefits and proceeds therefrom are the sole property of Grantee and Grantor has no economic or ownership interest in the same or claim thereto by virtue of this Agreement); and

(d) To use, without charge, all public and private roads located on the Property for the purpose of accessing the Conservation Area to conduct the Project Activities, and to the extent Grantee is unable to reasonably access any portion of the Conservation Area by way of a public or private road, Grantee, its successors or assigns, has the right of ingress and egress over other portions of the Property, at such locations preferred by Grantor and reasonably acceptable to Grantee, but only in such manner as will not cause unreasonable damage to the Property.

4. Restrictions. Grantor may not take any action that would have a material, adverse impact on Grantee's ability to obtain the approval of the Project from the applicable governmental entities. Grantor shall not execute or subject the Property or consent to any mortgages, liens, encumbrances, covenants, conditions, restrictions, easements, or rights-of-way, or seek any zoning changes or take any other action which may affect or modify the status of title or otherwise affect the Conservation Area without Grantee's prior written consent, which shall not be unreasonably withheld.

5. Assignment. This Agreement may be transferred or assigned, in whole or in part, by Grantee, with Grantor's prior written consent, which shall not be unreasonably withheld.

6. Amendment and Termination of Agreement. This Agreement may be terminated or modified only by written agreement of the Parties, except as otherwise provided herein. In the event the Project is terminated, Grantee shall retain an easement in, on, over, across and through such other portions of the Property, should such retention be necessary for any of Grantee's continuing requirements of the Project. However, Grantee, at any time in its sole and absolute discretion, may voluntarily terminate this Agreement by executing and recording a termination of the same.

7. Miscellaneous. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the Grantee to effect the purposes of this Agreement. If any provision of this Agreement, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall not be affected thereby. This Agreement, including any attachments hereto as referenced herein, sets forth the entire Agreement of the Parties with respect to the matters herein and supersedes all prior discussions, negotiations, understandings or agreements relating hereto. The interpretation and performance of this Agreement shall be governed by the laws of the state of North Carolina. This Agreement is intended solely for the purpose of conveying a property interest to Grantee upon the terms and conditions set forth herein, and creates no joint venture or other business relationship between the Parties. This Agreement is solely for the benefit of the Parties and no third party beneficiary is or is intended to be created hereby. This Agreement may be executed by the Parties in any combination, in one or more counterparts, all of which together shall constitute one and the same instrument.

8. Notices. Any notices, demands, requests, consents, approvals, or communications between the Parties that are required pursuant to this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt, if delivered by hand, or (ii) upon posting, if mailed, postage prepaid, by certified mail, return receipt requested, or (iii) the business day following sending if sent by Federal Express or other nationally recognized overnight courier service or Express Mail, or (iv) upon receipt if sent by facsimile against machine confirmation, and addressed as follows:

To Grantor:

Morgan Agri Properties, LLC
c/o Michael Morgan and Malinda Morgan
6521 Tom Ball Road
Randleman, NC 27317

To Grantee:

Environmental Banc & Exchange, LLC
6575 West Loop South, Suite 300
Bellaire, TX 77401
Attn: Stephen Colomb

With copies to:

Environmental Banc & Exchange, LLC
302 Jefferson Street, Suite 110
Raleigh, NC 27605
Attn: Judson Smith

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

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

GRANTOR:

MORGAN AGRI PROPERTIES, LLC,
a North Carolina limited liability company

By: ______________________
Name: Michael Morgan
Title: Pres.

NORTH CAROLINA
COUNTY OF Randolph

I, a Notary Public of the State and County aforesaid, do hereby certify that Michael Morgan personally appeared before me this day and acknowledged that he/she is the President of Morgan Agri Properties, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of the Grantor, he/she signed the foregoing instrument in its name, on its behalf and as its act and deed for the purposes stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 13 day of December, 2019.

KENTON E BEAL
Notary Public North Carolina
Wake County
My Commission Expires
April 25, 2024
[SEAL]

____
Signature of Notary Public

Kenton E. Beal
Printed Name of Notary Public

My commission expires: 4/25/2024

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

GRANTEE:

ENVIRONMENTAL BANC & EXCHANGE, LLC, a Maryland limited liability company

By: Resource Environmental Solutions, LLC, a Louisiana limited liability company, its Manager

By: W. [signature]
Name: W. JUDSON SMITH
Title: Authorized Signatory

STATE OF North Carolina

COUNTY OF Wake

I, a Notary Public of the State and County aforesaid, do hereby certify that W. Judson Smith personally appeared before me this day and acknowledged that he/she is the Authorized Signatory of Resource Environmental Solutions, LLC, a Louisiana limited liability company, manager of Environmental Banc & Exchange, LLC, a Maryland limited liability company, and that by authority duly given, and as the act of the Grantee, he/she signed the foregoing instrument in its name, on its behalf and as its act and deed for the purposes stated herein.

Witness my hand and official stamp or seal, this the 6 day of December, 2019.

AMY STALEY
NOTARY PUBLIC
Johnston County
North Carolina
My Commission Expires Sept. 4, 2023

[SEAL]

Amy Staley
Signature of Notary Public

Amy Staley
Printed Name of Notary Public

My commission expires: Sept. 4, 2023

EXHIBIT A

Legal Description of the Property

BEING that 234.13 acres, more or less, tracts or parcels of real property situated in Randolph and Guilford Counties, North Carolina, being identified by PIN Number 7738-88-8563, 7738-78-1685 and 7738-78-1103 (Randolph County) and PIN Number 7738-99-0685 and 7738-79-3903 (Guilford County), and being a portion of the property conveyed by deed recorded in Deed Book 2265 at Page 681, Deed Book 2368, Page 1420 and Deed Book 2488, Page 1584 of the Randolph County Registry, North Carolina, and by deed recorded in Deed Book 7561 at Page 517 and Deed Book 7801, Page 2721 of the Guilford County Registry, North Carolina.

EXHIBIT B

(Legal Description of the Conservation Area – Randolph County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.224 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP; 76-CQ, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED AUGUST 19, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE RANDOLPH COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 162, AT PAGE 94 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

CONSERVATION EASEMENT "A"
115,862 S.F. +/- 2.660 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S 00°42'26" W 236.06' TO A SET #4 REBAR; THENCE N 86°21'33" W 114.72' TO AN EXISTING FENCE POST; THENCE N 86°21'33" W 497.82' TO AN EXISTING #5 REBAR; THENCE N 86° 23'55" W 41.03' TO A CALCULATED POINT ON THE EASTERN TOP OF BANK OF A CREEK; THENCE N13°03'23"E 8.76' TO A CALCULATED POINT; THENCE N26°18'53"E 6.64' TO A CALCULATED POINT; THENCE N60°06'09"E 7.18' TO A CALCULATED POINT; THENCE N54°35'13"E 4.85' TO A CALCULATED POINT; THENCE N35°38'53"E 3.88' TO A CALCULATED POINT; THENCE N53°10'03"E 4.83' TO A CALCULATED POINT; THENCE N42°33'18"E 5.39' TO A CALCULATED POINT; THENCE N26°20'24"E 4.14' TO A CALCULATED POINT; THENCE N05°10'43"E 6.43' TO A CALCULATED POINT; THENCE N20°42'56"W 5.17' TO A CALCULATED POINT; THENCE N85°19'07"W 1.87' TO A CALCULATED POINT; THENCE N27°59'03"W 5.79' TO A CALCULATED POINT; THENCE N23°13'49"E 6.37' TO A CALCULATED POINT; THENCE N51°58'12"E 5.67' TO A CALCULATED POINT; THENCE N84°45'11"E 171.80 TO A SET #4 REBAR; THENCE N26°18'32"E 90.02' TO A SET #4 REBAR; THENCE N49°51'41"E 103.65' TO A SET #4 REBAR; THENCE S85°03'46"E 338.34' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 115,862 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "B"
26,769 S.F. +/- 0.615 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S10 °55'20"W 89.62' TO A SET #4 REBAR; THENCE S40°46'21"W 49.19' TO A SET #4 REBAR; THENCE S26°18'32"W 68.96' TO A SET #4 REBAR BEING THE MOST SOUTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S84°45'11"W 102.60' TO A SET #4 REBAR ON THE EASTERN TOP OF BANK OF A CREEK; THENCE N22°35'00"W 5.29' TO A CALCULATED POINT; THENCE N59°04'32"W 8.93' TO A CALCULATED POINT; THENCE N87°42'31"W 5.71' TO A CALCULATED POINT; THENCE N77°33'45"W 4.51' TO A CALCULATED POINT; THENCE S53°04'13"W 8.57' TO A CALCULATED POINT; THENCE S75°20'07"W 4.01' TO A CALCULATED POINT; THENCE N85°35'09"W 4.54' TO

A CALCULATED POINT; THENCE N77°51'33"W 3.03' TO A CALCULATED POINT; THENCE N48°13'33"W 9.34' TO A CALCULATED POINT; THENCE N31°43'17"W 4.54' TO A CALCULATED POINT; THENCE N05°25'06"W 3.23' TO A CALCULATED POINT; THENCE N07°34'54"E 9.47' TO A CALCULATED POINT; THENCE N14°43'36"E 14.40' TO A CALCULATED POINT; THENCE N15°20'32"E 6.38' TO A CALCULATED POINT; THENCE N41°50'58"E 9.05' TO A CALCULATED POINT; THENCE N64°02'46"E 3.37' TO A CALCULATED POINT; THENCE N62°59'29"E 10.03' TO A CALCULATED POINT; THENCE N78°19'59"E 6.04' TO A CALCULATED POINT; THENCE N69°08'38"E 9.49' TO A CALCULATED POINT; THENCE N53°31'48"E 13.86' TO A CALCULATED POINT; THENCE N66°38'08"E 10.17' TO A CALCULATED POINT; THENCE N72°41'29"E 11.09' TO A CALCULATED POINT; THENCE N76°00'18"E 5.70' TO A CALCULATED POINT; THENCE N60°06'12"E 6.89' TO A CALCULATED POINT; THENCE N30°22'33"E 8.08' TO A CALCULATED POINT; THENCE N39°17'45"E 4.50' TO A CALCULATED POINT; THENCE N26°33'03"W 7.18' TO A CALCULATED POINT; THENCE N38°08'48"W 9.73' TO A CALCULATED POINT; THENCE N11°39'01"E 7.63' TO A CALCULATED POINT; THENCE N26°07'09"E 6.64' TO A CALCULATED POINT; THENCE N61°03'38"E 5.80' TO A CALCULATED POINT; THENCE N77°15'17"E 4.46' TO A CALCULATED POINT; THENCE N49°21'39"E 7.52' TO A CALCULATED POINT; THENCE N18°52'53"E 9.28' TO A CALCULATED POINT; THENCE N30°21'25"W 2.43' TO A CALCULATED POINT; THENCE N05°22'29"E 4.69' TO A CALCULATED POINT; THENCE N00°48'52"E 12.05' TO A CALCULATED POINT; THENCE N18°49'22"E 5.83' TO A CALCULATED POINT; THENCE N03°10'12"E 10.07' TO A CALCULATED POINT; THENCE N04°55'23"W 11.93' TO A CALCULATED POINT; THENCE N14°32'42"W 6.57' TO A CALCULATED POINT; THENCE N39°31'14"W 5.39' TO A CALCULATED POINT; THENCE N56°33'54"W 12.63' TO A CALCULATED POINT; THENCE S86°34'24" E 145.52' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 26,769 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "C"
137, 637 S.F. +/- 3.160 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S42°12'29"E 329.12' TO A SET #4 REBAR; THENCE S70°34'49"W 39.34' TO A CALCULATED POINT; THENCE S70°15'27"W 16.13' TO A CALCULATED POINT; THENCE S72°58'59"W 11.34' TO A CALCULATED POINT; THENCE S59°40'13"W 19.07' TO A CALCULATED POINT; THENCE S56°57'28"W 11.60' TO A CALCULATED POINT; THENCE S30°10'55"W 15.06' TO A CALCULATED POINT; THENCE N46°34'22"W 9.40' TO A CALCULATED POINT; THENCE S72°02'39"W 20.72'; THENCE S27°15'01"W 8.69' TO A CALCULATED POINT; THENCE S16°37'15"W 17.97' TO A CALCULATED POINT; THENCE S33°34'03"W 11.61' TO A CALCULATED POINT; THENCE S15°06'08"W 9.88' TO A CALCULATED POINT; THENCE S40°53'15"W 20.34' TO A CALCULATED POINT; THENCE S58°52'22"W 13.81' TO A CALCULATED POINT; THENCE S85°28'52"W 7.37' TO A CALCULATED POINT; THENCE S60°32'59"W 12.80' TO A CALCULATED POINT; THENCE S21°57'46"W 27.54' TO A CALCULATED POINT; THENCE S12°27'08"W 12.51' TO A CALCULATED POINT; THENCE S08°57'41"E 8.27' TO A CALCULATED POINT; THENCE S53°48'02"W 29.75' TO A CALCULATED POINT; THENCE S85°41'08"W 17.85' TO A CALCULATED POINT;

THENCE S62°23'50"W 4.70' TO A CALCULATED POINT; THENCE S36°48'55"W 27.66' TO A CALCULATED POINT; THENCE S61°28'01"W 9.57' TO A CALCULATED POINT; THENCE S48°38'04"W 17.33' TO A CALCULATED POINT; THENCE S83°29'08"W 20.24' TO A CALCULATED POINT; THENCE S66°24'13"W 36.52' TO A CALCULATED POINT; THENCE S79°07'33"W 24.00' TO A CALCULATED POINT; THENCE S53°24'01"W 24.39' TO A CALCULATED POINT; THENCE S70°51'24"W 24.59' TO A CALCULATED POINT; THENCE S33°09'00"W 3.88' TO A CALCULATED POINT; THENCE S53°29'16"W 7.19' TO A CALCULATED POINT; THENCE S75°57'13"W 10.99' TO A CALCULATED POINT; THENCE S88°57'00"W 17.48' TO A CALCULATED POINT; THENCE S68°52'59"W 19.39' TO A CALCULATED POINT; THENCE N84°09'35"W 17.42' TO A CALCULATED POINT; THENCE S61°09'48"W 12.67' TO A CALCULATED POINT; THENCE S78°00'19"W 11.01'TO A CALCULATED POINT; THENCE S58°30'19"W 12.01' TO A CALCULATED POINT; THENCE S48°49'16"W 17.66' TO A CALCULATED POINT; THENCE S71°02'05"W 23.26' TO A CALCULATED POINT; N38°46' 03"W 114.37' TO A SET #4 REBAR; THENCE N16°25'13"E 113.26' TO A SET #4 REBAR; THENCE N70°50'30"E 124.81' TO A SET #4 REBAR; THENCE S44°25'18"E 100.39' TO A SET #4 REBAR; THENCE N51°19'55"E 187.31' TO A SET #4 REBAR; THENCE N44°14'26"W 202.09' TO A SET #4 REBAR; THENCE N09°54'06"E 134.80' TO A SET #4 REBAR; THENCE N87°43'50"E 141.27 TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 137,637 SQUARE FEET, MORE OR LESS.**

CONSERVATION
EASEMENT "D"
34,401 S.F. +/- 0.790 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S26°28'17"E 109.65' TO A SET #4 REBAR; THENCE S50°24'50"W 12.51' TO A CALCULATED POINT; THENCE S70°11'41"W 16.32' TO A CALCULATED POINT; THENCE S82°25'55"W 14.62' TO A CALCULATED POINT; THENCE S44°50'46"W 31.34' TO A CALCULATED POINT; THENCE S44°07'36"W 18.73' TO A CALCULATED POINT; THENCE S70°01'53"W 25.87' TO A CALCULATED POINT; THENCE N61°10'34"W 37.32' TO A CALCULATED POINT; THENCE S26°31'51"W 15.09' TO A CALCULATED POINT; THENCE S68°49'38"W 26.47' TO A CALCULATED POINT; THENCE S64°18'57"W 24.91' TO A CALCULATED POINT; THENCE S48°12'35"W 19.19' TO A CALCULATED POINT; THENCE S80°25'53"W 16.15' TO A CALCULATED POINT; THENCE N68°55'09"W 22.97' TO A CALCULATED POINT; THENCE S66°18'37"W 8.28' TO A CALCULATED POINT; THENCE S30°09'39"W 19.91 TO A CALCULATED POINT; THENCE S88°08'21"W 57.23' TO A SET #4 REBAR; THENCE N02°43'05"E 101.47' TO A SET #4 REBAR; THENCE N68°33'38"E 277.49' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 34,401 SQUARE FEET, MORE OR LESS.**

TOGETHER WITH RIGHTS OF ACCESS OVER, ACROSS AND THROUGH THE PROPERTY DESCRIBED IN EXHIBIT A FOR THE PURPOSES OF GRANTEE FULFILLING ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

EXHIBIT C
(Legal Description of the Conservation Area Continued – Guilford County)

BEING THOSE AREAS CONTAINING A COMBINED TOTAL OF 7.810 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP, PROPERTY OF MORGAN AGRI PROPERTIES, LLC, DATED JUNE 1, 2019, PREPARED BY C. COLE, PLS NUMBER L-5008 AND RECORDED IN THE GUILFORD COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 208, AT PAGE 19 (THE "SURVEY") AND BEING FURTHER DESCBRIBED AS FOLLOWS:

CONSERVATION EASEMENT "A"
152,181 S.F. +/- 3.494 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S05°05'56"E 284.14' TO A SET #4 REBAR; THENCE S28°32'54"W 134.69' TO A SET #4 REBAR; THENCE S56°08'08"W 200.68' TO A SET #4 REBAR; THENCE N78°43'51"W 223.99' TO A SET #4 REBAR; THENCE N14°26'47"E 171.18' TO A SET #4 REBAR; THENCE N58°03'12"E 196.20' TO A SET #4 REBAR; THENCE N14°07'15"W 229.32' TO A SET #4 REBAR; THENCE S85°15'20"E 273.11' TO **THE POINT AND PLACE OF BEGINNING. CONTAINING 152,181 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "B"
50,224 S.F. +/- 1.153 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S06°47'46"W 110.06' TO A SET #4 REBAR; THENCE S34°57'02"W 160.15' TO A SET #4 REBAR; THENCE N60°38'24"W 218.48' TO A SET #4 REBAR; THENCE N42°33'32"E 81.35' TO A SET #4 REBAR; THENCE N08°40'12"E 76.95' TO A SET #4 REBAR; THENCE N61°46'42"E 66.51' TO A SET #4 REBAR; THENCE S78°40'55"E 173.33' TO THE **POINT AND PLACE OF BEGINNING. CONTAINING 50,224 SQUARE FEET, MORE OR LESS.**

CONSERVATION EASEMENT "C"
137,803 S.F. +/- 3.164 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S19°45'33"W 230.13' TO A SET #4 REBAR; THENCE S10°55'20"W 800.04' TO A SET #4 REBAR; THENCE S12°05'58"W 322.39' TO A SET #4 REBAR; THENCE N86°34'24"W 145.52' TO A SET #4 REBAR ON THE WESTERN TOP OF BANK OF A CREEK; THENCE N67°04'06"W 8.59' TO A SET #4 REBAR; THENCE N70°21'10"W 8.53' TO A SET #4 REBAR; THENCE N58°45'50"W 7.10' TO A SET #4 REBAR; THENCE N33°43'46"W 6.26' TO A SET #4 REBAR; THENCE N19°44'26"E 5.27' TO A SET #4 REBAR; THENCE N09°33'49"E 4.50' TO A SET #4 REBAR;

THENCE N13°49'19"E 5.29' TO A SET #4 REBAR; THENCE N49°04'17"E 4.62' TO A SET #4 REBAR; THENCE N77°38'45"E 6.75' TO A SET #4 REBAR; THENCE N70°50'56"E 9.81' TO A SET #4 REBAR; THENCE N35°36'55"E 7.34' TO A SET #4 REBAR; THENCE N25°44'27"E 5.96' TO A SET #4 REBAR; THENCE N14°41'09"E 7.32' TO A SET #4 REBAR; THENCE N33°18'38"W 8.15' TO A SET #4 REBAR; N59°28'23"W 4.63' TO A SET #4 REBAR; THENCE N36°36'43"W 6.10' TO A SET #4 REBAR; THENCE N23°06'07"W 4.64' TO A SET #4 REBAR; THENCE N22°10'17"E 3.85' TO A SET #4 REBAR; THENCE S81°05'45"E 6.77' TO A SET #4 REBAR; THENCE N85°27'17"E 7.90' TO A SET #4 REBAR; THENCE N58°50'33"E 9.04' TO A SET #4 REBAR; THENCE N22°23'28"E 21.19' TO A SET #4 REBAR; THENCE N02°07'47"E 5.33' TO A SET #4 REBAR; THENCE N04°48'01"W 7.87' TO A SET #4 REBAR; THENCE N25°59'44"W 8.51' TO A SET #4 REBAR; THENCE N45°10'47"W 12.29' TO A SET #4 REBAR; THENCE N53°41'34"W 10.23' TO A SET #4 REBAR; THENCE N44°37'50"W 9.73' TO A SET #4 REBAR; THENCE N13°30'39"W 8.89' TO A SET #4 REBAR; THENCE N02°57'51"W 7.88 TO A SET #4 REBAR; THENCE N39°11'00"E 6.22' TO A SET #4 REBAR; THENCE N84°20'34"E 3.94' TO A SET #4 REBAR; THENCE N85°14'31"E 7.80' TO A SET #4 REBAR; THENCE N77°26'42"E 18.04' TO A SET #4 REBAR; THENCE S79°53'33"E 12.83' TO A SET #4 REBAR; THENCE S69°35'53"E 7.48' TO A SET #4 REBAR; THENCE N88°35'06"E 10.66' TO A SET #4 REBAR; THENCE N63°08'33"E 7.27' TO A SET #4 REBAR; THENCE N68°47'05"E 3.63' TO A SET #4 REBAR; THENCE N41°59'32"E 11.63' TO A SET #4 REBAR; THENCE N21°30'09"E 9.76' TO A SET #4 REBAR; THENCE N29°22'07"E 19.08' TO A SET #4 REBAR; THENCE N41°18'37"E 12.84' TO A SET #4 REBAR; THENCE N35°57'09"E 10.21' TO A SET #4 REBAR; THENCE N43°42'57"E 4.96' TO A SET #4 REBAR; THENCE N08°14'58"E 11.92' TO A SET #4 REBAR; THENCE N16°43'03"W 6.99' TO A SET #4 REBAR; THENCE N56°48'26"W 4.84' TO A SET #4 REBAR; THENCE N19°21'37"W 8.25' TO A SET #4 REBAR; THENCE N11°37'43"W 10.60' TO A SET #4 REBAR; THENCE N33°35'08"E 8.69' TO A SET #4 REBAR; THENCE N53°03'25"E 5.94' TO A SET #4 REBAR; THENCE N28°31'44"E 7.78' TO A SET #4 REBAR; THENCE N58°09'00"W 10.24' TO A SET #4 REBAR; THENCE N20°48'39"W 17.58' TO A SET #4 REBAR; THENCE N50°31'14"W 39.65' TO A SET #4 REBAR; THENCE N62°43'37"W 5.98' TO A SET #4 REBAR; THENCE S71°24'22"W 7.16' TO A SET #4 REBAR; THENCE S48°52'49"W 5.60' TO A SET #4 REBAR; THENCE S23°56'15"W 8.23' TO A SET #4 REBAR; THENCE S31°39'46"W 8.78' TO A SET #4 REBAR; THENCE S52°12'47"W 4.00' TO A SET #4 REBAR; THENCE N81°29'45"W 3.36' TO A SET #4 REBAR; THENCE N25°29'36"W 8.24' TO A SET #4 REBAR; THENCE N28°04'47"W 7.13' TO A SET #4 REBAR; THENCE N32°33'29"W 6.80' TO A SET #4 REBAR; THENCE N04°44'33"W 17.00' TO A SET #4 REBAR; THENCE N16°19'13"E 12.90' TO A SET #4 REBAR; THENCE N48°01'07"E 25.28' TO A SET #4 REBAR; THENCE N35°22'54"E 11.97' TO A SET #4 REBAR; THENCE N67°56'55"E 10.47' TO A SET #4 REBAR; THENCE N46°53'45"E 25.37' TO A SET #4 REBAR; THENCE N24°18'54"E 6.78' TO A SET #4 REBAR; THENCE N03°56'19"W 12.45' TO A SET #4 REBAR; THENCE N19°47'21"E 7.92' TO A SET #4 REBAR; THENCE N51°00'06"E 23.08' TO A SET #4 REBAR; THENCE N58°25'18"E 12.84' TO A SET #4 REBAR; THENCE N48°35'53"E 14.92' TO A SET #4 REBAR; THENCE N14°11'44"E 15.44' TO A SET #4 REBAR; THENCE N10°56'01"W 7.28' TO A SET #4 REBAR; THENCE N03°01'42"W 10.04' TO A SET #4 REBAR; THENCE N21°16'14"W 13.30' TO A SET #4 REBAR; THENCE N03°14'00"E 9.27' TO A SET #4 REBAR; THENCE N15°31'02"E 8.45' TO A SET #4 REBAR; THENCE N27°58'58"E 12.05' TO A SET #4 REBAR; THENCE

N27°57'37"E 12.04' TO A SET #4 REBAR; THENCE N40°14'29"E 19.94' TO A SET #4 REBAR; THENCE N18°25'50"E 9.06' TO A SET #4 REBAR; THENCE N55°21'52"W 14.99' TO A SET #4 REBAR; THENCE S52°03'19"W 4.90' TO A SET #4 REBAR; THENCE N48°56'43"W 14.89' TO A SET #4 REBAR; THENCE N18°01'00"W 23.00' TO A SET #4 REBAR; THENCE N19°23'24"E 7.87' TO A SET #4 REBAR; THENCE N32°04'57"E 9.39' TO A SET #4 REBAR; THENCE N49°02'18"E 14.84' TO A SET #4 REBAR; THENCE N60°53'38"E 7.30' TO A SET #4 REBAR; THENCE N40°18'07"E 5.82' TO A SET #4 REBAR; THENCE N27°51'29"E 8.21' TO A SET #4 REBAR; THENCE N11°41'36"W 28.11' TO A SET #4 REBAR; THENCE N25°58'23"W 11.78' TO A SET #4 REBAR; THENCE N04°03'58"W 10.91' TO A SET #4 REBAR; THENCE N18°44'44"E 4.08' TO A SET #4 REBAR; THENCE N65°31'42"E 6.38' TO A SET #4 REBAR; THENCE N75°46'23"E 11.25' TO A SET #4 REBAR; THENCE N40°38'04"E 9.42' TO A SET #4 REBAR; THENCE N30°12'29"E 8.39' TO A SET #4 REBAR; THENCE N03°13'31"E 7.16' TO A SET #4 REBAR; THENCE N77°57'07"W 5.55' TO A SET #4 REBAR; THENCE N37°04'35"W 6.27' TO A SET #4 REBAR; THENCE N06°34'15"W 5.88' TO A SET #4 REBAR; THENCE N32°23'40"E 10.82' TO A SET #4 REBAR; THENCE N53°17'12"E 22.28' TO A SET #4 REBAR; THENCE N27°11'01"E 9.21' TO A SET #4 REBAR; THENCE N16°27'17"E 17.81' TO A SET #4 REBAR; THENCE N27°36'32"E 10.65' TO A SET #4 REBAR; THENCE N19°53'57"E 36.34' TO A SET #4 REBAR; THENCE N27°57'05"E 7.05' TO A SET #4 REBAR; THENCE N02°01'04"W 4.91' TO A SET #4 REBAR; THENCE N20°39'33"E 10.66' TO A SET #4 REBAR; THENCE N10°32'10"E 14.47' TO A SET #4 REBAR; THENCE N14°21'31"E 7.08' TO A SET #4 REBAR; THENCE N03°37'35"E 8.19' TO A SET #4 REBAR; THENCE N02°01'30"E 4.49' TO A SET #4 REBAR; THENCE N20°28'10"W 8.05' TO A SET #4 REBAR; THENCE N42°30'59"W 10.70' TO A SET #4 REBAR; THENCE N01°29'11"W 7.96' TO A SET #4 REBAR; THENCE N41°55'57"E 10.59' TO A SET #4 REBAR; THENCE N11°54'13"E 14.54' TO A SET #4 REBAR; THENCE N04°39'09"E 8.55' TO A SET #4 REBAR; THENCE N30°04'49"W 10.53' TO A SET #4 REBAR; THENCE N05°53'09"W 13.85' TO A SET #4 REBAR; THENCE N07°20'55"W 11.05' TO A SET #4 REBAR; THENCE N13°13'53"E 14.03' TO A SET #4 REBAR; THENCE N02°02'44"W 6.72' TO A SET #4 REBAR; THENCE N55°31'30"E 2.29' TO A SET #4 REBAR; THENCE N68°38'55"E 7.85' TO A SET #4 REBAR; N88°54'36"E 14.72' TO A SET #4 REBAR; THENCE N14°52'39"E 15.38' TO A SET #4 REBAR; THENCE N16°15'06"E 6.84' TO A SET #4 REBAR; THENCE N27°50'39"E 4.84' TO A SET #4 REBAR; THENCE N57°03'08"E 7.64' TO A SET #4 REBAR; THENCE N68°05'15"E 14.19' TO A SET #4 REBAR; THENCE N73°44'40"E 5.24' TO A SET #4 REBAR; THENCE N75°39'22"E 9.72' TO A SET #4 REBAR; THENCE S89°34'21"E 15.78' TO A SET #4 REBAR; THENCE S60°38'24"E 91.48' TO THE **POINT AND PLACE OF BEGINNING. CONTAINING 137,803 SQUARE FEET, MORE OR LESS.**

TOGETHER WITH RIGHTS OF ACCESS OVER, ACROSS AND THROUGH THE PROPERTY DESCRIBED IN EXHIBIT A FOR THE PURPOSES OF GRANTEE FULFILLING ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

BK 2679 PG 261 - 271 (11) DOC# 20089824
This Document eRecorded: 12/09/2019 02:42:58 PM
Fee: $26.00 DocType: DEED Tax: $304.00
Randolph County, North Carolina
Krista M. Lowe, Register of Deeds

STATE OF NORTH CAROLINA

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

RANDOLPH COUNTY

Excise Tax: $ 304.00 (paid in Randolph County)

Parcel Identifier No.: P/O PIN 7748-08-9183

Brief description for the Index: 7.748 (+/-) acre Conservation Easement in Randolph County, NC

SPO File Number: 76-CQ
DMS Project Number: 100108

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 5th day of December, 2019, by Shannon T. Queen and spouse, Carla O. Queen, ("**Grantor**"), whose mailing address is 300 Belgian Drive, Archdale, North Carolina 27263, 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 Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between Environmental Banc & Exchange, LLC c/o Resource Environmental Solutions 6575 West loop South, Suite 300, Bellaire, Texas 77401 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 7863.

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, 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 Guilford and Randolph Counties, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 64.20 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1930, at Page 3053** of the Randolph 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 Randleman Lake Watershed, Cape Fear River Basin (HUC 03030003).

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:

BEING THE AREAS CONTAINING A COMBINED TOTAL OF 7.748 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP; 76-CQ, PROPERTY OF SHANNON T. QUEEN AND SPOUSE, CARLA O. QUEEN, DATED AUGUST 19, 2019, PREPARED BY CHRIS COLE, PLS NUMBER L-5008 AND RECORDED IN THE OFFICE OF THE RANDOLPH COUNTY, NORTH CAROLINA REGISTER OF DEEDS IN PLAT BOOK 162, AT PAGE 94-98 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

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 new roads, trails, walkways, or paving in the Conservation Easement.

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.

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.

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 on the property 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
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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Shannon T. Queen (SEAL)
Shannon T. Queen

Carla O. Queen (SEAL)
Carla O. Queen

NORTH CAROLINA
COUNTY OF Davidson

I, Douglas B Elliott, a Notary Public in and for the County and State aforesaid, do hereby certify that Shannon T. Queen, 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 5th day of December, 2019.

[SEAL] DOUGLAS B. ELLIOTT NOTARY PUBLIC DAVIDSON COUNTY, NC

Signature of Notary Public
Douglas B Elliott
Printed Name of Notary Public
My commission expires: 25th March, 2023

NORTH CAROLINA
COUNTY OF Davidson

I, Douglas B Elliott, a Notary Public in and for the County and State aforesaid, do hereby certify that Carla O. Queen, 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 5th day of December, 2019.

[SEAL] DOUGLAS B. ELLIOTT NOTARY PUBLIC DAVIDSON COUNTY, NC

Signature of Notary Public
Douglas B Elliott
Printed Name of Notary Public
My commission expires: 25th March, 2023

EXHIBIT A
(Conservation Easement Area)

BEING THE AREAS CONTAINING A COMBINED TOTAL OF 7.748 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP; 76-CQ, PROPERTY OF SHANNON T. QUEEN AND SPOUSE, CARLA O. QUEEN, DATED AUGUST 19, 2019, PREPARED BY CHRIS COLE, PLS NUMBER L-5008 AND RECORDED IN THE OFFICE OF THE RANDOLPH COUNTY, NORTH CAROLINA REGISTER OF DEEDS IN PLAT BOOK 162, AT PAGE 94 - 98 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

CONSERVATION EASEMENT "E"
145,862 S.F. +/- 3.349 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN;THENCE S11°04'41"W 439.12' TO A SET #4 REBAR; THENCE S15°04'05"E 324.97' TO A SET #4 REBAR BEING THE MOST SOUTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE N56°06'57"W 459.62' TO A SET #4 REBAR; THENCE N32°36'45"E 279.64' TO A SET #4 REBAR; THENCE N05°57'58"E 266.92' TO A SET #4 REBAR; THENCE S86°28'03"E 203.39 TO THE POINT AND PLACE OF BEGINNING. CONTAINING 145,862 SQUARE FEET, MORE OR LESS.

CONSERVATION EASEMENT "F"
62,852 S.F. +/- 1.443 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S11°40'00"E 221.30' TO A SET #4 REBAR; THENCE S89°20'00"W 204.61' TO A SET #4 REBAR; THENCE N20°43'44"W 139.87' TO A SET #4 REBAR; THENCE N01°41'24"W 233.62' TO A SET #4 REBAR; THENCE S56°06'57"E 260.48' TO THE POINT AND PLACE OF BEGINNING. CONTAINING 62,852 SQUARE FEET, MORE OR LESS.

CONSERVATION EASEMENT "G"
128,769 S.F. +/- 2.956 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S19°39'35"W 456.50' TO A SET #4 REBAR; THENCE N86°56'49"W 182.64' TO A SET #4 REBAR; THENCE N25°04'37"W 171.38' TO A SET #4 REBAR; THENCE N07°08'51"W 130.04' TO A SET #4 REBAR; THENCE N84°31'55"E 153.18' TO A SET #4 REBAR; THENCE N22°48'21"E 257.31' TO A SET #4 REBAR; THENCE S56°06'57"E 207.86' TO THE POINT AND PLACE OF BEGINNING. CONTAINING 128,769 SQUARE FEET, MORE OR LESS.

BK 2679 PG 272 - 279 (8) DOC# 20089825
This Document eRecorded: 12/09/2019 02:42:59 PM
Fee: $26.00 DocType: AGMT Tax: $0.00
Randolph County, North Carolina
Krista M. Lowe, Register of Deeds

WATER QUALITY PROJECT EASEMENT AND AGREEMENT

Excise Tax: $0.00

Prepared by and return to: EBX, 302 Jefferson St, Ste 110, Raleigh NC 27605

Parcel Identifier No.: PIN 7748-08-9183 (REID: 39311)

Brief description for the Index: 7.748 (+/-) acre Temporary Easement in Randolph County, NC

THIS WATER QUALITY PROJECT EASEMENT AND AGREEMENT (this "Agreement") is made this 5th day of December, 2019, by and between **SHANNON T. QUEEN and spouse, CARLA O. QUEEN**, whose mailing address is 300 Belgian Drive, Archdale, North Carolina 27263 ("Grantor"), and **ENVIRONMENTAL BANC & EXCHANGE, LLC**, a Maryland limited liability company, whose mailing address is 6575 West Loop South, Suite 300, Bellaire, Texas 77401 ("Grantee", and collectively with Grantor, the "Parties"), for the purpose of conveying an easement on certain real property owned by Grantor to Grantee in accordance with the terms and conditions set forth below.

WITNESSETH

WHEREAS, Grantor owns certain real property situated, lying and being in Randolph County, North Carolina, more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantee intends to establish an ecological restoration, conservation and/or mitigation project (the "Project") on a portion of the Property identified in Exhibit B, attached hereto and incorporated herein (the "Conservation Area"), in accordance with applicable federal, state, and local laws and regulations.

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby give, grant and convey to Grantee an easement upon, across and over the Property, for the purposes of accessing the Conservation Area, and upon, across and over the Conservation Area, for Grantee to use the Conservation Area in the manner and for the purposes described herein.

AGREEMENTS

1. Easement Grant. Grantor hereby grants (a) to Grantee, it agents, employees, contractors, successors and assigns (the "Grantee Parties") an easement (the "Easement") to enter the Property and Conservation Area for purposes related to the entitlement, design, development, construction, operation, monitoring and maintenance of the Project, including the activities specified in Section 3 hereof (collectively, "Project Activities"), and (b) to Grantee the sole and exclusive right to conduct the Project Activities, and all activities related thereto, within the Conservation Area and carry out any and all activities on or relating to the Conservation Area that are consistent with the creation, use, management, operation, monitoring, preservation and care of the Project within the Conservation Area. Each of the Grantee Parties shall have the full right of ingress, egress, and regress necessary and convenient for the full and complete use by it of the easement granted herein for purposes of evaluating the Project or Project Activities and reviewing compliance with applicable requirements.

2. Term of Agreement. The rights granted to, and created in favor of, Grantee under this Agreement shall terminate on December 31, 2031, unless sooner terminated or modified as provided herein. This Agreement runs with the land and binds the parties hereto and their successors and assigns.

3. Permitted Project Activities. During the term of this Agreement, and subject to compliance with the provisions hereof, Grantee, its successors and assigns, shall have the following rights, which shall not be impeded, restricted or diminished in any way, directly or indirectly, by Grantor or by Grantor's heirs, successors or assigns:

(a) To apply for, obtain, amend, renew, transfer and surrender such plans, permits, licenses, approvals, permissions or other instruments from governmental entities that may become necessary to the purposes authorized by this Agreement. Upon request of Grantee, Grantor shall promptly and without delay, and without cost to Grantor, provide any authorization, consent, information or reasonable assistance that may be necessary to obtain any of the foregoing and shall not oppose, or assist anyone else in opposing, any application by Grantee for any permit, approval or license necessary to accomplish the purposes authorized by this Agreement;

(b) To conduct activities on or relating to the Conservation Area as necessary to ensure the successful establishment, operation and maintenance of the Project;

(c) To have, hold and sell and to record any sale of credits from the Project and Project Activities for such consideration and upon such terms as may be agreed upon between Grantee and the purchasers of any such credits (and, Grantor acknowledges and agrees that any such credits and all benefits and proceeds therefrom are the sole property of Grantee and Grantor has no economic or ownership interest in the same or claim thereto by virtue of this Agreement); and

(d) To use, without charge, all public and private roads located on the Property for the purpose of accessing the Conservation Area to conduct the Project Activities, and to the extent Grantee is unable to reasonably access any portion of the Conservation Area by way of a public or private road, Grantee, its successors or assigns, has the right of ingress and egress over other portions of the Property, at such locations preferred by Grantor and reasonably acceptable to Grantee, but only in such manner as will not cause unreasonable damage to the Property.

4. Restrictions. Grantor may not take any action that would have a material, adverse impact on Grantee's ability to obtain the approval of the Project from the applicable governmental entities. Grantor shall not execute or subject the Property or consent to any mortgages, liens, encumbrances, covenants, conditions, restrictions, easements, or rights-of-way, or seek any zoning changes or take any other action which may affect or modify the status of title or otherwise affect the Conservation Area without Grantee's prior written consent, which shall not be unreasonably withheld.

5. Assignment. This Agreement may be transferred or assigned, in whole or in part, by Grantee, with Grantor's prior written consent, which shall not be unreasonably withheld.

6. Amendment and Termination of Agreement. This Agreement may be terminated or modified only by written agreement of the Parties, except as otherwise provided herein. In the event the Project is terminated, Grantee shall retain an easement in, on, over, across and through such other portions of the Property, should such retention be necessary for any of Grantee's continuing requirements of the Project. However, Grantee, at any time in its sole and absolute discretion, may voluntarily terminate this Agreement by executing and recording a termination of the same.

7. Miscellaneous. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the Grantee to effect the purposes of this Agreement. If any provision of this Agreement, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall not be affected thereby. This Agreement, including any attachments hereto as referenced herein, sets forth the entire Agreement of the Parties with respect to the matters herein and supersedes all prior discussions, negotiations, understandings or agreements relating hereto. The interpretation and performance of this Agreement shall be governed by the laws of the state of North Carolina. This Agreement is intended solely for the purpose of conveying a property interest to Grantee upon the terms and conditions set forth herein, and creates no joint venture or other business relationship between the Parties. This Agreement is solely for the benefit of the Parties and no third party beneficiary is or is intended to be created hereby. This Agreement may be executed by the Parties in any combination, in one or more counterparts, all of which together shall constitute one and the same instrument.

8. Notices. Any notices, demands, requests, consents, approvals, or communications between the Parties that are required pursuant to this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt, if delivered by hand, or (ii) upon posting, if mailed, postage prepaid, by certified mail, return receipt requested, or (iii) the business day following sending if sent by Federal Express or other nationally recognized overnight courier service or Express Mail, or (iv) upon receipt if sent by facsimile against machine confirmation, and addressed as follows:

To Grantor:

Shannon T. Queen and Carla O. Queen
300 Belgian Drive
Archdale, NC 27263

To Grantee:

Environmental Banc & Exchange, LLC
6575 West Loop South, Suite 300
Bellaire, TX 77401
Attn: Stephen Colomb

With copies to:

Environmental Banc & Exchange, LLC
302 Jefferson Street, Suite 110
Raleigh, NC 27605
Attn: Judson Smith

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

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

GRANTOR:

Shannon T. Queen
SHANNON T. QUEEN

Carla O. Queen
CARLA O. QUEEN

NORTH CAROLINA
COUNTY OF Davidson

I, Douglas B Elliott, a Notary Public in and for the County and State aforesaid, do hereby certify that Shannon T. Queen, 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 5th day of December, 2019.

DOUGLAS B. ELLIOTT NOTARY PUBLIC DAVIDSON COUNTY, NC

[SEAL]

Signature of Notary Public
Douglas B Elliott
Printed Name of Notary Public
My commission expires: 25th March, 2023

NORTH CAROLINA
COUNTY OF Davidson

I, Douglas B. Elliott, a Notary Public in and for the County and State aforesaid, do hereby certify that Carla O. Queen, 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 5th day of December, 2019.

DOUGLAS B. ELLIOTT NOTARY PUBLIC DAVIDSON COUNTY, NC

[SEAL]

Signature of Notary Public
Douglas B Elliott
Printed Name of Notary Public
My commission expires: 25th March, 2023

[ShannonQueen Property Signature Page – Water Quality Project Easement and Agreement]

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

GRANTEE:

ENVIRONMENTAL BANC & EXCHANGE, LLC, a Maryland limited liability company

By: Resource Environmental Solutions, LLC, a Louisiana limited liability company, its Manager

By: W. [signature]
Name: W. JUDSON SMITH
Title: Authorized Signatory

STATE OF North Carolina

COUNTY OF Wake

I, a Notary Public of the State and County aforesaid, do hereby certify that W. Judson Smith personally appeared before me this day and acknowledged that he/she is the Authorized Signatory of Resource Environmental Solutions, LLC, a Louisiana limited liability company, manager of Environmental Banc & Exchange, LLC, a Maryland limited liability company, and that by authority duly given, and as the act of the Grantee, he/she signed the foregoing instrument in its name, on its behalf and as its act and deed for the purposes stated herein.

Witness my hand and official stamp or seal, this the 6 day of December, 2019.

AMY STALEY
NOTARY PUBLIC
Johnston County
North Carolina
My Commission Expires Sept. 4, 2023

[SEAL]

Amy Staley
Signature of Notary Public

Amy Staley
Printed Name of Notary Public

My commission expires: Sept. 4, 2023

EXHIBIT A

Legal Description of the Property

BEING that 64.20 acres, more or less, tract or parcel of real property situated in Randolph County, North Carolina, located at or near Frazier Marsh Road, being identified by PIN Number 7748-08-9183, and being all or a portion of the property conveyed by a deed recorded in Deed Book 1930 at Page 3053 of the Randolph County Registry, North Carolina.

EXHIBIT B

Legal Description of the Conservation Area

BEING THE AREAS CONTAINING A COMBINED TOTAL OF 7.748 ACRES, AS SHOWN ON A PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES, BOHEMIAN", DMS PROJECT ID NO. 100108, SPO FILE NO. 76-CP; 76-CQ, PROPERTY OF SHANNON T. QUEEN AND SPOUSE, CARLA O. QUEEN, DATED AUGUST 19, 2019, PREPARED BY CHRIS COLE, PLS NUMBER L-5008 AND RECORDED IN THE OFFICE OF THE RANDOLPH COUNTY, NORTH CAROLINA REGISTER OF DEEDS IN PLAT BOOK 162, AT PAGE 94 - 98 (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

CONSERVATION EASEMENT "E"
145,862 S.F. +/- 3.349 ACRES

BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN;THENCE S11°04'41"W 439.12' TO A SET #4 REBAR; THENCE S15°04'05"E 324.97' TO A SET #4 REBAR BEING THE MOST SOUTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE N56°06'57"W 459.62' TO A SET #4 REBAR; THENCE N32°36'45"E 279.64' TO A SET #4 REBAR; THENCE N05°57'58"E 266.92' TO A SET #4 REBAR; THENCE S86°28'03"E 203.39 TO THE POINT AND PLACE OF BEGINNING. CONTAINING 145,862 SQUARE FEET, MORE OR LESS.

CONSERVATION EASEMENT "F"
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BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S11°40'00"E 221.30' TO A SET #4 REBAR; THENCE S89°20'00"W 204.61' TO A SET #4 REBAR; THENCE N20°43'44"W 139.87' TO A SET #4 REBAR; THENCE N01°41'24"W 233.62' TO A SET #4 REBAR; THENCE S56°06'57"E 260.48' TO THE POINT AND PLACE OF BEGINNING. CONTAINING 62,852 SQUARE FEET, MORE OR LESS.

CONSERVATION EASEMENT "G"
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BEGINNING AT A SET #4 REBAR BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE S19°39'35"W 456.50' TO A SET #4 REBAR; THENCE N86°56'49"W 182.64' TO A SET #4 REBAR; THENCE N25°04'37"W 171.38' TO A SET #4 REBAR; THENCE N07°08'51"W 130.04' TO A SET #4 REBAR; THENCE N84°31'55"E 153.18' TO A SET #4 REBAR; THENCE N22°48'21"E 257.31' TO A SET #4 REBAR; THENCE S56°06'57"E 207.86' TO THE POINT AND PLACE OF BEGINNING. CONTAINING 128,769 SQUARE FEET, MORE OR LESS.

TOGETHER WITH RIGHTS OF ACCESS OVER, ACROSS AND THROUGH THE PROPERTY DESCRIBED IN EXHIBIT A FOR THE PURPOSES OF GRANTEE FULFILLING ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

Exhibit A

[INSERT LEGAL DESCRIPTION]

Landowner Authorization Form

Site: ______________________________

Property Legal Description

Deed Book: 7561 Page: 517 County: Guilford

Parcel ID Number: 7738990685, 7738781685, 7738781103, 7738888563

Street Address: ______________________________

Property Owner (please print:) Morgan Agri Properties, LLC - Michael Morgan

Property Owner (please print:) Morgan Agri Properties, LLC - Melinda Morgan

The undersigned, registered property owners of the above property, do hereby authorize

Resource Environmental Solutions, the NC Division of Water Resources, and the US Army Corps of Engineers, their employees, agents or assigns to have reasonable access to the above referenced property for the evaluation of the property as a potential stream, wetland, and or riparian buffer restoration project, including conducting stream and or wetland determinations and delineations, as well as issuance and acceptance of any required permit(s) or certification(s).

Property Owner Address: 6521 Tom Ball Road

(if different from above) Randleman, NC 27317

I/We hereby certify the above information to be true and accurate to the best of my/our knowledge.

[signature] 5/19/2017

(Property Owner Authorized Signature) Date

Melinda S. Morgan 5/19/17

(Property Owner Authorized Signature) Date

Landowner Authorization Form

Site: ______________________________

Property Legal Description

Deed Book: 1930 Page: 3053 County: Randolph

Parcel ID Number: 7748089183

Street Address: 6828 Frazier Marsh Road, Archdale, NC 27263

Property Owner (please print:) Shannon T. Queen

Property Owner (please print:) Carla O. Queen

The undersigned, registered property owners of the above property, do hereby authorize

Resource Environmental Solutions, the NC Division of Water Resources, and the US Army Corps of Engineers, their employees, agents or assigns to have reasonable access to the above referenced property for the evaluation of the property as a potential stream, wetland, and or riparian buffer restoration project, including conducting stream and or wetland determinations and delineations, as well as issuance and acceptance of any required permit(s) or certification(s).

Property Owner Address: 1002 Bradford Lane
(if different from above) Archdale, NC 27263

I/We hereby certify the above information to be true and accurate to the best of my/our knowledge.

Shannon Queen 7-25-17

(Property Owner Authorized Signature) Date

Carla O. Queen 7/25/17

(Property Owner Authorized Signature) Date

Appendix D

Categorical Exclusion

Appendix A

Categorical Exclusion Form for Division of Mitigation Services Projects Version 2

Note: Only Appendix A should to be submitted (along with any supporting documentation) as the environmental document.

Part 1: General Project Information	
Project Name:	Bohemian
County Name:	Randolph and Guilford County
DMS Number:	100108
Project Sponsor:	Environmental Banc & Exchange, LLC, a RES Company
Project Contact Name:	Kasey Carrere
Project Contact Address:	302 Jefferson Street, Suite 110, Raleight, NC 27605
Project Contact E-mail:	kcarrere@res.us
DMS Project Manager:	Jeremiah Dow

Project Description

The Project is located in Randolph and Guilford County, approximately 5 miles east of Archdale. The Project is located in the Cape Fear River Basin within Cataloging Unit 03030003, 14-digit HUC 03030003010050. The Project easement will total approximately 22.78 acres and is divided into two distinct sections (East and West) and includes seven unnamed tributaries that drain into Randleman Lake approximately 3,000 feet downstream of the Project. The goal of the Project is to restore, enhance and preserve ecological function to the existing stream and riparian buffer by establishing appropriate plant communities while minimizing temporal and land disturbing impacts. Buffer improvements and the removal of livestock will aid in filtering runoff from agricultural fields, thereby reducing nutrient and sediment loads to Project channels and the overall watershed.

For Official Use Only

Reviewed By:

9/9/19

Date

Jeremiah Dow

DMS Project Manager

Conditional Approved By:

Date

For Division Administrator FHWA

☐ **Check this box if there are outstanding issues**

Final Approval By:

Donald W Brew

Date

9-9-19

For Division Administrator FHWA

Part 2: All Projects Regulation/Question	Response
Coastal Zone Management Act (CZMA)	
1. Is the project located in a CAMA county?	[ ] Yes [x] No
2. Does the project involve ground-disturbing activities within a CAMA Area of Environmental Concern (AEC)?	[ ] Yes [ ] No [x] N/A
3. Has a CAMA permit been secured?	[ ] Yes [ ] No [x] N/A
4. Has NCDCM agreed that the project is consistent with the NC Coastal Management Program?	[ ] Yes [ ] No [x] N/A
Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)	
1. Is this a “full-delivery” project?	[x] Yes [ ] No
2. Has the zoning/land use of the subject property and adjacent properties ever been designated as commercial or industrial?	[ ] Yes [x] No [ ] N/A
3. As a result of a limited Phase I Site Assessment, are there known or potential hazardous waste sites within or adjacent to the project area?	[ ] Yes [x] No [ ] N/A
4. As a result of a Phase I Site Assessment, are there known or potential hazardous waste sites within or adjacent to the project area?	[ ] Yes [x] No [ ] N/A
5. As a result of a Phase II Site Assessment, are there known or potential hazardous waste sites within the project area?	[ ] Yes [ ] No [x] N/A
6. Is there an approved hazardous mitigation plan?	[ ] Yes [ ] No [x] N/A
National Historic Preservation Act (Section 106)	
1. Are there properties listed on, or eligible for listing on, the National Register of Historic Places in the project area?	[ ] Yes [x] No
2. Does the project affect such properties and does the SHPO/THPO concur?	[ ] Yes [ ] No [x] N/A
3. If the effects are adverse, have they been resolved?	[ ] Yes [ ] No [x] N/A
Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act)	
1. Is this a “full-delivery” project?	[x] Yes [ ] No
2. Does the project require the acquisition of real estate?	[x] Yes [ ] No [ ] N/A
3. Was the property acquisition completed prior to the intent to use federal funds?	[ ] Yes [x] No [ ] N/A
4. Has the owner of the property been informed: * prior to making an offer that the agency does not have condemnation authority; and * what the fair market value is believed to be?	[x] Yes [ ] No [ ] N/A

Part 3: Ground-Disturbing Activities Regulation/Question	Response
American Indian Religious Freedom Act (AIRFA)	
1. Is the project located in a county claimed as “territory” by the Eastern Band of Cherokee Indians?	☐ Yes ☒ No
2. Is the site of religious importance to American Indians?	☐ Yes ☐ No ☒ N/A
3. Is the project listed on, or eligible for listing on, the National Register of Historic Places?	☐ Yes ☐ No ☒ N/A
4. Have the effects of the project on this site been considered?	☐ Yes ☐ No ☒ N/A
Antiquities Act (AA)	
1. Is the project located on Federal lands?	☐ Yes ☒ No
2. Will there be loss or destruction of historic or prehistoric ruins, monuments or objects of antiquity?	☐ Yes ☐ No ☒ N/A
3. Will a permit from the appropriate Federal agency be required?	☐ Yes ☐ No ☒ N/A
4. Has a permit been obtained?	☐ Yes ☐ No ☒ N/A
Archaeological Resources Protection Act (ARPA)	
1. Is the project located on federal or Indian lands (reservation)?	☐ Yes ☒ No
2. Will there be a loss or destruction of archaeological resources?	☐ Yes ☐ No ☒ N/A
3. Will a permit from the appropriate Federal agency be required?	☐ Yes ☐ No ☒ N/A
4. Has a permit been obtained?	☐ Yes ☐ No ☒ N/A
Endangered Species Act (ESA)	
1. Are federal Threatened and Endangered species and/or Designated Critical Habitat listed for the county?	☒ Yes ☐ No
2. Is Designated Critical Habitat or suitable habitat present for listed species?	☒ Yes ☐ No ☐ N/A
3. Are T&E species present or is the project being conducted in Designated Critical Habitat?	☐ Yes ☒ No ☐ N/A
4. Is the project “likely to adversely affect” the specie and/or “likely to adversely modify” Designated Critical Habitat?	☐ Yes ☐ No ☒ N/A
5. Does the USFWS/NOAA-Fisheries concur in the effects determination?	☐ Yes ☐ No ☒ N/A
6. Has the USFWS/NOAA-Fisheries rendered a “jeopardy” determination?	☐ Yes ☐ No ☒ N/A

Executive Order 13007 (Indian Sacred Sites)	
1. Is the project located on Federal lands that are within a county claimed as “territory” by the EBCI?	☐ Yes ☒ No
2. Has the EBCI indicated that Indian sacred sites may be impacted by the proposed project?	☐ Yes ☐ No ☒ N/A
3. Have accommodations been made for access to and ceremonial use of Indian sacred sites?	☐ Yes ☐ No ☒ N/A
Farmland Protection Policy Act (FPPA)	
1. Will real estate be acquired?	☒ Yes ☐ No
2. Has NRCS determined that the project contains prime, unique, statewide or locally important farmland?	☒ Yes ☐ No ☐ N/A
3. Has the completed Form AD-1006 been submitted to NRCS?	☒ Yes ☐ No ☐ N/A
Fish and Wildlife Coordination Act (FWCA)	
1. Will the project impound, divert, channel deepen, or otherwise control/modify any water body?	☒ Yes ☐ No
2. Have the USFWS and the NCWRC been consulted?	☒ Yes ☐ No ☐ N/A
Land and Water Conservation Fund Act (Section 6(f))	
1. Will the project require the conversion of such property to a use other than public, outdoor recreation?	☐ Yes ☒ No
2. Has the NPS approved of the conversion?	☐ Yes ☐ No ☒ N/A
Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat)	
1. Is the project located in an estuarine system?	☐ Yes ☒ No
2. Is suitable habitat present for EFH-protected species?	☐ Yes ☐ No ☒ N/A
3. Is sufficient design information available to make a determination of the effect of the project on EFH?	☐ Yes ☐ No ☒ N/A
4. Will the project adversely affect EFH?	☐ Yes ☐ No ☒ N/A
5. Has consultation with NOAA-Fisheries occurred?	☐ Yes ☐ No ☒ N/A
Migratory Bird Treaty Act (MBTA)	
1. Does the USFWS have any recommendations with the project relative to the MBTA?	☐ Yes ☒ No
2. Have the USFWS recommendations been incorporated?	☐ Yes ☐ No ☒ N/A
Wilderness Act	
1. Is the project in a Wilderness area?	☐ Yes ☒ No
2. Has a special use permit and/or easement been obtained from the maintaining federal agency?	☐ Yes ☐ No ☒ N/A

Categorical Exclusion Summary

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund, created a tax on the chemical and petroleum industries to clean up abandoned or uncontrolled hazardous waste sites.

As a part of the ERTR and CERCLA compliance, an EDR Radius Map Report with Geocheck was ordered for the Bohemian Mitigation Site through Environmental Data Resources, Inc (EDR) on June 12th, 2019. According to the EDR report, there were no listed sites located within 1 mile of the project site. In addition to the EDR search, a visual inspection of the Bohemian site was conducted to assess the potential for the occurrence of recognized environmental conditions on the property that might not have been revealed in the EDR report. The inspection was conducted to locate and identify any obvious use, storage, or generation of hazardous materials. No hazardous storage containers or substances were observed.

Overall, the EDR assessment revealed no evidence of “recognized environmental conditions” in connection with the target property. The summary of the EDR report is enclosed.

National Historical Preservation Act (Section 106)

The National Historical Preservation Act (NHPA) is legislation intended to preserve historical and archaeological sites in the United States of America. RES requested review and comment from the State Historic Preservation Office (SHPO) with respect to any archaeological and architectural resources related to the Bohemian Mitigation Site on June 5th, 2019. SHPO responded on June 21st, 2019 and had no objections to the Bohemian Project. The correspondence with SHPO can be found in the enclosed documents.

Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act)

The Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) provides important protections and assistance for those people affected by federally funded projects. The Uniform Act applies to the acquisition, rehabilitation, or demolition of real property for federally funded projects. The Bohemian Mitigation Site is a full-delivery project that includes land acquisition. Notification of fair market value of the property and the lack of condemnation authority was completed by RES. The landowner was notified of fair market value and condemnation authority was listed in the option agreement.

Endangered Species Act (ESA)

Section 7 of the ESA requires federal agencies, in consultation with and with the assistance of the Secretary of the Interior or of Commerce, as appropriate, to ensure that actions they authorize, fund or carry out are not likely to jeopardize the continued existence of threatened or endangered species or result in the destruction or adverse modification of critical habitat for these species.

Randolph County’s list of threatened and endangered species includes Schweinitz’s sunflower (*Helianthus schweinitzii*) and the Small Whorled Pogonia (*Isotria medeoloides)*. The Bohemian Mitigation Site does not contain any habitat for Small Whorled Pogonia. Upon completion of a survey for Schweinitz's sunflower conducted on August 20, 2019, no species were present and therefore a "no effect" determination was made. An updated letter with the results of the survey was provided to the USFWS on August 29, 2019. A copy of this letter is enclosed.

The Bald and Golden Eagle Protection Act (BGPA)
The Bald and Golden Eagle Protection Act (BGPA) is a federal status that protects two species of Eagle. The BGPA provides protection for the bald eagle and golden eagle by prohibiting the take, possession, sale, purchase, barter, offer to sell, purchase or barter, transport, export or import, of any bald or golden eagle, alive or dead, including any part, nest, or egg, unless allowed by permit (16 U.S.C. 668(a) (BGPA, 1940). The Bald Eagle (*Haliaeetus leucocephalus*), has been identified in Randolph county; buffer mitigation practices will have a "No Effect" result on the Bald Eagle.

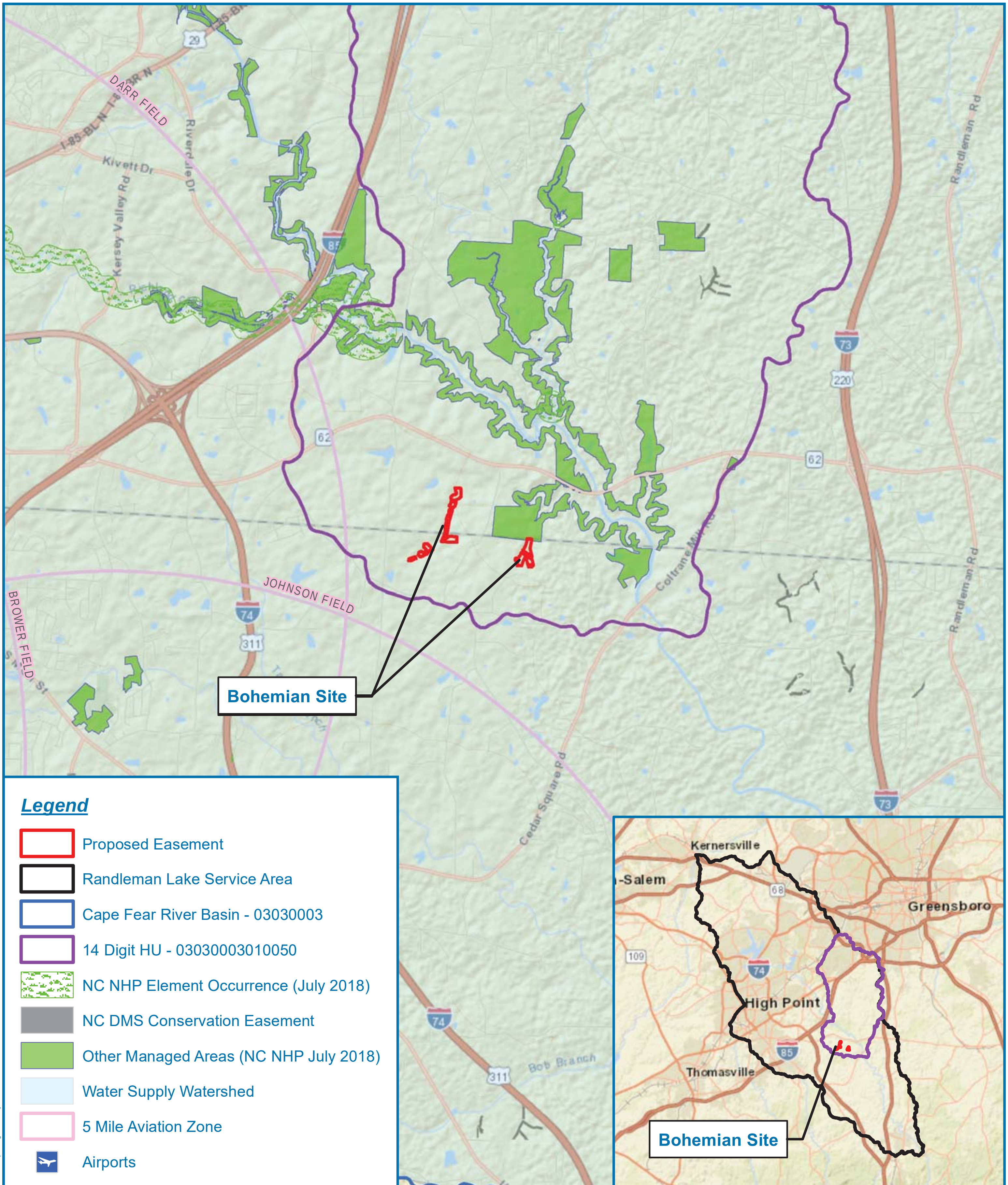
Farmland Protection Policy Act (FPPA)
The Farmland Protection Policy Act (FPPA) is intended to minimize the impact federal programs have on the unnecessary and irreversible conversion of farmland to nonagricultural uses. The Bohemian Mitigation Site includes the conversion of prime farmland. As such, Form AD-1006 has been completed and submitted to the Natural Resource Conservation Service (NRCS). The completed form and correspondence documenting the submittal is enclosed.

Fish and Wildlife Coordination Act (FWCA)
The Fish and Wildlife Coordination Act (FWCA) of the United States was enacted to protect fish and wildlife when federal actions result in the control or modification of a natural stream or body of water. Since the Bohemian Mitigation Site may include removal and/or replacement of existing culverts as well as stream bank stabilization, RES requested comment from the North Carolina Fish and Wildlife Resource Commission (NCWRC). The NCWRC responded on June 10th, 2019 and stated there are no records for any listed aquatic species in the vicinity of the project. However, the state special concern Greensboro burrowing crayfish (*Cambarus catagius*) has been documented in the Randolph and Guilford county area. Therefore, RES will notify NCWRC if the Greensboro catfish is identified within the project area. All correspondence is enclosed.

Migratory Bird Treaty Act (MBTA)
The MBTA makes it unlawful for anyone to kill, capture, collect, possess, buy, sell, trade, ship import, or extort and migratory bird. The indirect killing of birds by destroying their nests and eggs is covered by the MBTA, so construction in nesting areas during nesting seasons can constitute at taking.

RES consulted the USFWS's Information for Planning and Consultation (IPAC) tool on June 5th, 2019 to generate a list of migratory birds that are expected to occur at the Bohemian site. The results concluded that no migratory birds of conservation concern occur at the Site.

EXHIBITS



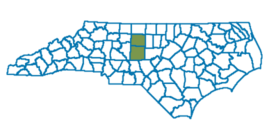


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Figure 1 - Vicinity Map

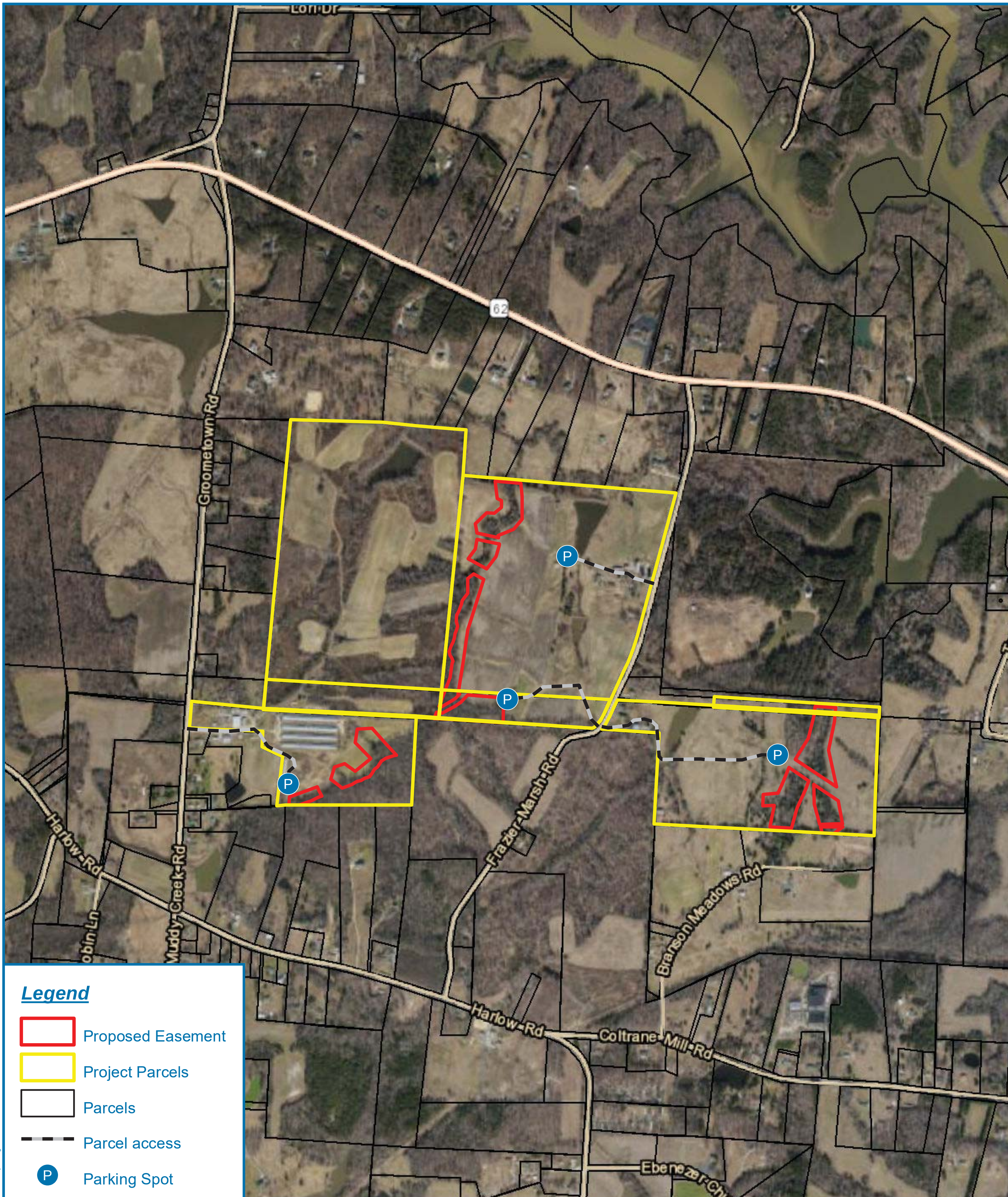
Bohemian Mitigation Site

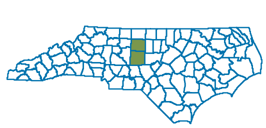
Randolph/Guilford County, North Carolina

Date: 12/14/2018	
Drawn by: JRM	
Checked by: BPB	
1 inch = 1 mile	

res

Document Path: S:\@RES GIS\Projects\NC\Bohemian\MXD\DMS Proposal\Figure 1 Vicinity Bohemian.mxd





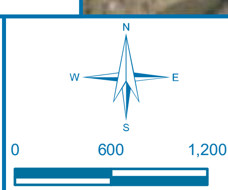


Figure 2 - Parcel Access Map

Bohemian Mitigation Site

Randolph/Guilford County, North Carolina

Date: 12/13/2018
Drawn by: JRM
Checked by: BPB
1 inch = 1,200 feet

res

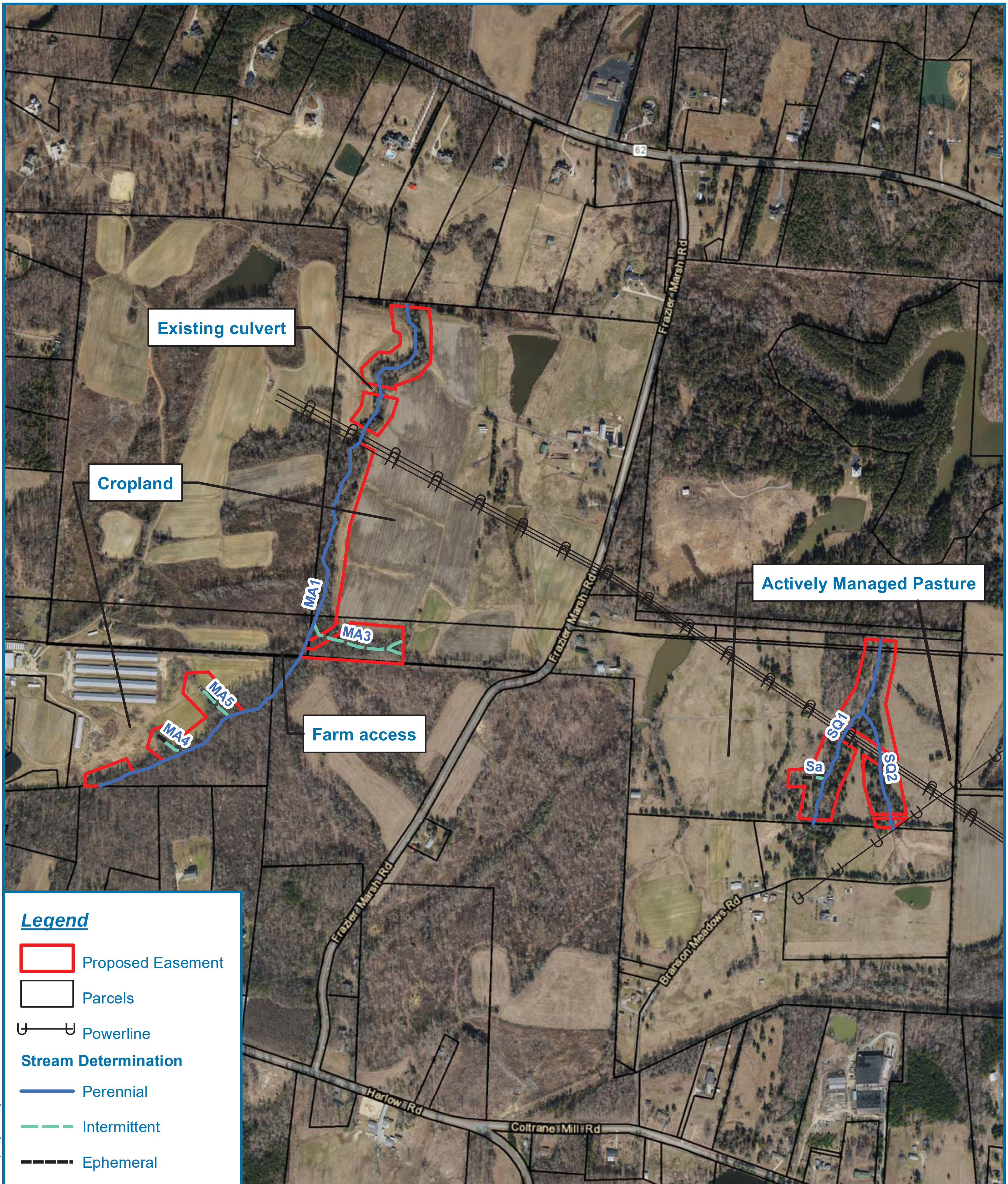


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Figure 3 - Existing Conditions Map

Bohemian Mitigation Project

Guilford and Randolph Counties, North Carolina

Date: 1/8/2019

Drawn by: JRM

Checked by: MDE

1 inch = 800 feet

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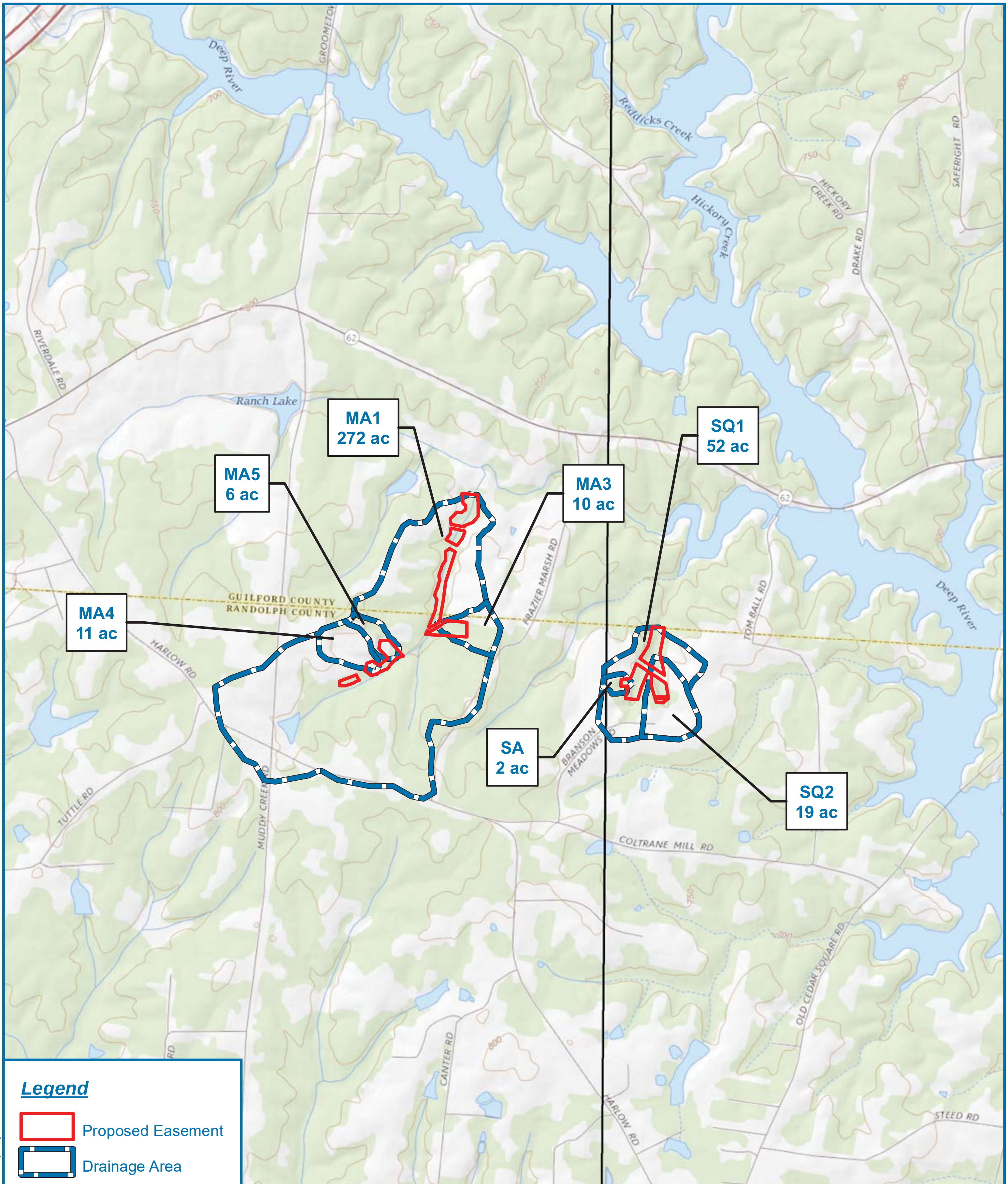

Document Path: S:\@RES GIS\Projects\NC\Bohemian\MXD\DMS Proposal\Figure 3 USGS Bohemian.mxd

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Figure 4 - USGS Map
High Point East and Pleasant Garden Quadrangle (2016)

Bohemian Mitigation Project

Guilford and Randolph Counties, North Carolina

Date: 1/8/2019

Drawn by: JRM

Checked by: BPB

1 inch = 2,000 feet

res

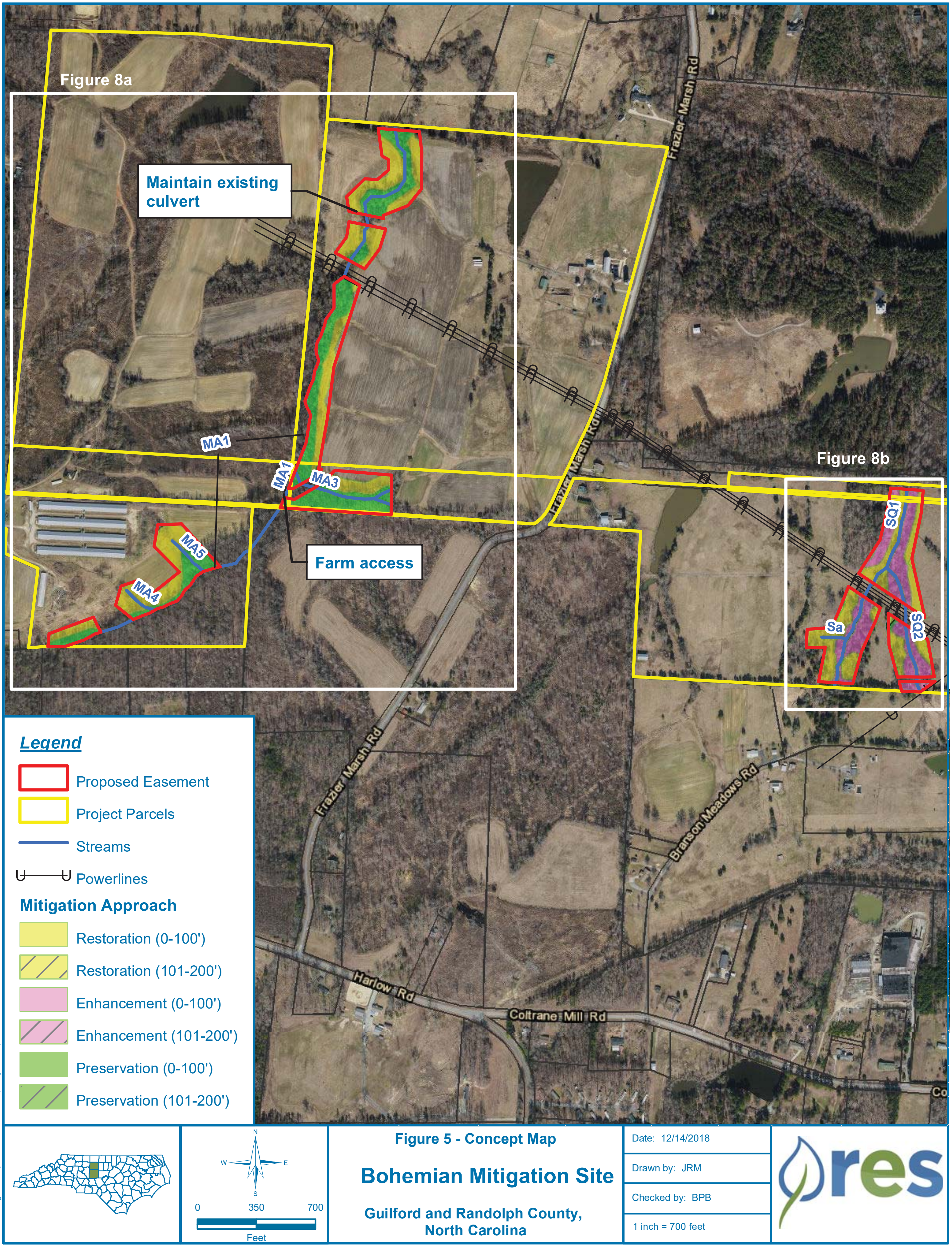


Figure 5 - Concept Map

Bohemian Mitigation Site

Guilford and Randolph County, North Carolina

Date: 12/14/2018	
Drawn by: JRM	
Checked by: BPB	
1 inch = 700 feet	

res

USDA FORM AD-1006

U.S. Department of Agriculture

FARMLAND CONVERSION IMPACT RATING

PART I *(To be completed by Federal Agency)*			Date Of Land Evaluation Request 06/05/2019		
Name of Project Bohemian Buffer Mitigation Site			Federal Agency Involved Federal Highway Admin (FHWA)		
Proposed Land Use Conservation Easement			County and State Guilford County, NC		
PART II *(To be completed by NRCS)*			Date Request Received By NRCS 06/05/2019	Person Completing Form: Milton Cortes NC NRCS	
Does the site contain Prime, Unique, Statewide or Local Important Farmland? *(If no, the FPPA does not apply - do not complete additional parts of this form)*		YES ☑ NO ☐	Acres Irrigated none	Average Farm Size 94 acres	
Major Crop(s) CORN	Farmable Land In Govt. Jurisdiction Acres: 78.8 % 331,434 acres		Amount of Farmland As Defined in FPPA Acres: 78.8 % 331,434 acres		
Name of Land Evaluation System Used Guilford County, NC LESA	Name of State or Local Site Assessment System N/A		Date Land Evaluation Returned by NRCS June 23, 2019 by eMail		

PART III *(To be completed by Federal Agency)*	Maximum Points	Alternative Site Rating Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly		7.3			
B. Total Acres To Be Converted Indirectly		0			
C. Total Acres In Site		7.3			
PART IV *(To be completed by NRCS)* Land Evaluation Information					
A. Total Acres Prime And Unique Farmland		.10			
B. Total Acres Statewide Important or Local Important Farmland		6.7			
C. Percentage Of Farmland in County Or Local Govt. Unit To Be Converted		0.0021			
D. Percentage Of Farmland in Govt. Jurisdiction With Same Or Higher Relative Value		69.5			
PART V (To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland To Be Converted (Scale of 0 to 100 Points)		67			
PART VI *(To be completed by Federal Agency)* Site Assessment Criteria *(Criteria are explained in 7 CFR 658.5 b. For Corridor project use form NRCS-CPA-106)*	**Maximum Points**	Site A	Site B	Site C	Site D
1. Area In Non-urban Use	(15)	12			
2. Perimeter In Non-urban Use	(10)	10			
3. Percent Of Site Being Farmed	(20)	20			
4. Protection Provided By State and Local Government	(20)	0			
5. Distance From Urban Built-up Area	(15)	10			
6. Distance To Urban Support Services	(15)	0			
7. Size Of Present Farm Unit Compared To Average	(10)	10			
8. Creation Of Non-farmable Farmland	(10)	1			
9. Availability Of Farm Support Services	(5)	4			
10. On-Farm Investments	(20)	20			
11. Effects Of Conversion On Farm Support Services	(10)	0			
12. Compatibility With Existing Agricultural Use	(10)	0			
TOTAL SITE ASSESSMENT POINTS	160	87	0	0	0
PART VII ***(To be completed by Federal Agency)***					
Relative Value Of Farmland *(From Part V)*	100	67	0	0	0
Total Site Assessment *(From Part VI above or local site assessment)*	160	87	0	0	0
TOTAL POINTS ***(Total of above 2 lines)***	260	154	0	0	0

Site Selected:	Date Of Selection	Was A Local Site Assessment Used? YES ☐ NO ☐

Reason For Selection:

Name of Federal agency representative completing this form:	Date:

(See Instructions on reverse side) **Form AD-1006 (03-02)**

STEPS IN THE PROCESSING THE FARMLAND AND CONVERSION IMPACT RATING FORM

Step 1 - Federal agencies (or Federally funded projects) involved in proposed projects that may convert farmland, as defined in the Farmland Protection Policy Act (FPPA) to nonagricultural uses, will initially complete Parts I and III of the form. For Corridor type projects, the Federal agency shall use form NRCS-CPA-106 in place of form AD-1006. The Land Evaluation and Site Assessment (LESA) process may also be accessed by visiting the FPPA website, http://fppa.nrcs.usda.gov/lesa/.

Step 2 - Originator (Federal Agency) will send one original copy of the form together with appropriate scaled maps indicating location(s)of project site(s), to the Natural Resources Conservation Service (NRCS) local Field Office or USDA Service Center and retain a copy for their files. (NRCS has offices in most counties in the U.S. The USDA Office Information Locator may be found at http://offices.usda.gov/scripts/ndISAPI.dll/oip_public/USA_map, or the offices can usually be found in the Phone Book under U.S. Government, Department of Agriculture. A list of field offices is available from the NRCS State Conservationist and State Office in each State.)

Step 3 - NRCS will, within 10 working days after receipt of the completed form, make a determination as to whether the site(s) of the proposed project contains prime, unique, statewide or local important farmland. (When a site visit or land evaluation system design is needed, NRCS will respond within 30 working days.

Step 4 - For sites where farmland covered by the FPPA will be converted by the proposed project, NRCS will complete Parts II, IV and V of the form.

Step 5 - NRCS will return the original copy of the form to the Federal agency involved in the project, and retain a file copy for NRCS records.

Step 6 - The Federal agency involved in the proposed project will complete Parts VI and VII of the form and return the form with the final selected site to the servicing NRCS office.

Step 7 - The Federal agency providing financial or technical assistance to the proposed project will make a determination as to whether the proposed conversion is consistent with the FPPA.

INSTRUCTIONS FOR COMPLETING THE FARMLAND CONVERSION IMPACT RATING FORM

(For Federal Agency)

Part I: When completing the "County and State" questions, list all the local governments that are responsible for local land use controls where site(s) are to be evaluated.

Part III: When completing item B (Total Acres To Be Converted Indirectly), include the following:

1. Acres not being directly converted but that would no longer be capable of being farmed after the conversion, because the conversion would restrict access to them or other major change in the ability to use the land for agriculture.
2. Acres planned to receive services from an infrastructure project as indicated in the project justification (e.g. highways, utilities planned build out capacity) that will cause a direct conversion.

Part VI: Do not complete Part VI using the standard format if a State or Local site assessment is used. With local and NRCS assistance, use the local Land Evaluation and Site Assessment (LESA).

1. Assign the maximum points for each site assessment criterion as shown in § 658.5(b) of CFR. In cases of corridor-type project such as transportation, power line and flood control, criteria #5 and #6 will not apply and will, be weighted zero, however, criterion #8 will be weighed a maximum of 25 points and criterion #11 a maximum of 25 points.

2. Federal agencies may assign relative weights among the 12 site assessment criteria other than those shown on the FPPA rule after submitting individual agency FPPA policy for review and comment to NRCS. In all cases where other weights are assigned, relative adjustments must be made to maintain the maximum total points at 160. For project sites where the total points equal or exceed 160, consider alternative actions, as appropriate, that could reduce adverse impacts (e.g. Alternative Sites, Modifications or Mitigation).

Part VII: In computing the "Total Site Assessment Points" where a State or local site assessment is used and the total maximum number of points is other than 160, convert the site assessment points to a base of 160.
Example: if the Site Assessment maximum is 200 points, and the alternative Site "A" is rated 180 points:

$$\frac{\text{Total points assigned Site A}}{\text{Maximum points possible}} = \frac{180}{200} \times 160 = 144 \text{ points for Site A}$$

For assistance in completing this form or FPPA process, contact the local NRCS Field Office or USDA Service Center.

NRCS employees, consult the FPPA Manual and/or policy for additional instructions to complete the AD-1006 form.

U.S. Department of Agriculture

FARMLAND CONVERSION IMPACT RATING

PART I *(To be completed by Federal Agency)*	Date Of Land Evaluation Request 06/05/2019
Name of Project Bohemian Buffer Mitigation Site	Federal Agency Involved Federal Highway Admin (FHWA)
Proposed Land Use Conservation Easement	County and State Randolph County, NC
PART II *(To be completed by NRCS)*	Date Request Received By NRCS 06/05/2019 — Person Completing Form: Milton Cortes NC NRCS

Does the site contain Prime, Unique, Statewide or Local Important Farmland? *(If no, the FPPA does not apply - do not complete additional parts of this form)*	YES ☑ NO ☐	Acres Irrigated: none	Average Farm Size: 106 acres
Major Crop(s): CORN	Farmable Land In Govt. Jurisdiction — Acres: 74.5 % 376,412 acres		Amount of Farmland As Defined in FPPA — Acres: 68.6 % 356,923 acres
Name of Land Evaluation System Used: Randolph County, NC LESA	Name of State or Local Site Assessment System: N/A		Date Land Evaluation Returned by NRCS: June 23, 2019 by eMail

PART III *(To be completed by Federal Agency)*	Maximum Points	Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly		15.40			
B. Total Acres To Be Converted Indirectly		0			
C. Total Acres In Site		15.40			
PART IV *(To be completed by NRCS)* Land Evaluation Information					
A. Total Acres Prime And Unique Farmland		0			
B. Total Acres Statewide Important or Local Important Farmland		15.40			
C. Percentage Of Farmland in County Or Local Govt. Unit To Be Converted		0.0043			
D. Percentage Of Farmland in Govt. Jurisdiction With Same Or Higher Relative Value		70.6			
PART V (To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland To Be Converted (Scale of 0 to 100 Points)		64			
PART VI *(To be completed by Federal Agency)* Site Assessment Criteria *(Criteria are explained in 7 CFR 658.5 b. For Corridor project use form NRCS-CPA-106)*	**Maximum Points**	Site A	Site B	Site C	Site D
1. Area In Non-urban Use	(15)	12			
2. Perimeter In Non-urban Use	(10)	10			
3. Percent Of Site Being Farmed	(20)	20			
4. Protection Provided By State and Local Government	(20)	0			
5. Distance From Urban Built-up Area	(15)	10			
6. Distance To Urban Support Services	(15)	0			
7. Size Of Present Farm Unit Compared To Average	(10)	10			
8. Creation Of Non-farmable Farmland	(10)	1			
9. Availability Of Farm Support Services	(5)	4			
10. On-Farm Investments	(20)	20			
11. Effects Of Conversion On Farm Support Services	(10)	0			
12. Compatibility With Existing Agricultural Use	(10)	0			
TOTAL SITE ASSESSMENT POINTS	160	87	0	0	0
PART VII *(To be completed by Federal Agency)*					
Relative Value Of Farmland *(From Part V)*	100	64	0	0	0
Total Site Assessment *(From Part VI above or local site assessment)*	160	87	0	0	0
TOTAL POINTS *(Total of above 2 lines)*	260	151	0	0	0

Site Selected:	Date Of Selection	Was A Local Site Assessment Used? YES ☐ NO ☐

Reason For Selection:

Name of Federal agency representative completing this form:	Date:

(See Instructions on reverse side) **Form AD-1006 (03-02)**

STEPS IN THE PROCESSING THE FARMLAND AND CONVERSION IMPACT RATING FORM

Step 1 - Federal agencies (or Federally funded projects) involved in proposed projects that may convert farmland, as defined in the Farmland Protection Policy Act (FPPA) to nonagricultural uses, will initially complete Parts I and III of the form. For Corridor type projects, the Federal agency shall use form NRCS-CPA-106 in place of form AD-1006. The Land Evaluation and Site Assessment (LESA) process may also be accessed by visiting the FPPA website, http://fppa.nrcs.usda.gov/lesa/.

Step 2 - Originator (Federal Agency) will send one original copy of the form together with appropriate scaled maps indicating location(s)of project site(s), to the Natural Resources Conservation Service (NRCS) local Field Office or USDA Service Center and retain a copy for their files. (NRCS has offices in most counties in the U.S. The USDA Office Information Locator may be found at http://offices.usda.gov/scripts/ndISAPI.dll/oip_public/USA_map**,** or the offices can usually be found in the Phone Book under U.S. Government, Department of Agriculture. A list of field offices is available from the NRCS State Conservationist and State Office in each State.)

Step 3 - NRCS will, within 10 working days after receipt of the completed form, make a determination as to whether the site(s) of the proposed project contains prime, unique, statewide or local important farmland. (When a site visit or land evaluation system design is needed, NRCS will respond within 30 working days.

Step 4 - For sites where farmland covered by the FPPA will be converted by the proposed project, NRCS will complete Parts II, IV and V of the form.

Step 5 - NRCS will return the original copy of the form to the Federal agency involved in the project, and retain a file copy for NRCS records.

Step 6 - The Federal agency involved in the proposed project will complete Parts VI and VII of the form and return the form with the final selected site to the servicing NRCS office.

Step 7 - The Federal agency providing financial or technical assistance to the proposed project will make a determination as to whether the proposed conversion is consistent with the FPPA.

INSTRUCTIONS FOR COMPLETING THE FARMLAND CONVERSION IMPACT RATING FORM

(For Federal Agency)

Part I: When completing the "County and State" questions, list all the local governments that are responsible for local land use controls where site(s) are to be evaluated.

Part III: When completing item B (Total Acres To Be Converted Indirectly), include the following:

1. Acres not being directly converted but that would no longer be capable of being farmed after the conversion, because the conversion would restrict access to them or other major change in the ability to use the land for agriculture.
2. Acres planned to receive services from an infrastructure project as indicated in the project justification (e.g. highways, utilities planned build out capacity) that will cause a direct conversion.

Part VI: Do not complete Part VI using the standard format if a State or Local site assessment is used. With local and NRCS assistance, use the local Land Evaluation and Site Assessment (LESA).

1. Assign the maximum points for each site assessment criterion as shown in § 658.5(b) of CFR. In cases of corridor-type project such as transportation, power line and flood control, criteria #5 and #6 will not apply and will, be weighted zero, however, criterion #8 will be weighed a maximum of 25 points and criterion #11 a maximum of 25 points.

2. Federal agencies may assign relative weights among the 12 site assessment criteria other than those shown on the FPPA rule after submitting individual agency FPPA policy for review and comment to NRCS. In all cases where other weights are assigned, relative adjustments must be made to maintain the maximum total points at 160. For project sites where the total points equal or exceed 160, consider alternative actions, as appropriate, that could reduce adverse impacts (e.g. Alternative Sites, Modifications or Mitigation).

Part VII: In computing the "Total Site Assessment Points" where a State or local site assessment is used and the total maximum number of points is other than 160, convert the site assessment points to a base of 160.
Example: if the Site Assessment maximum is 200 points, and the alternative Site "A" is rated 180 points:

$$\frac{\text{Total points assigned Site A}}{\text{Maximum points possible}} = \frac{180}{200} \times 160 = 144 \text{ points for Site A}$$

For assistance in completing this form or FPPA process, contact the local NRCS Field Office or USDA Service Center.

NRCS employees, consult the FPPA Manual and/or policy for additional instructions to complete the AD-1006 form.

EDR REPORT

Bohemian
7000 State Road 1139
High Point, NC 27263

Inquiry Number: 5681529.2s
June 12, 2019

The EDR Radius Map™ Report with GeoCheck®

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

TABLE OF CONTENTS

SECTION **PAGE**

GEOCHECK ADDENDUM

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

7000 STATE ROAD 1139
HIGH POINT, NC 27263

COORDINATES

Latitude (North):	35.9138510 - 35˚ 54' 49.86''
Longitude (West):	79.8872630 - 79˚ 53' 14.14''
Universal Tranverse Mercator:	Zone 17
UTM X (Meters):	600401.7
UTM Y (Meters):	3974765.0
Elevation:	793 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	5945535 HIGH POINT EAST, NC
Version Date:	2013
East Map:	5945571 PLEASANT GARDEN, NC
Version Date:	2013

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20140827, 20140705
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
7000 STATE ROAD 1139
HIGH POINT, NC 27263

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	130917 - MORGANS FAR	7096 MUDDY CREEK ROA	FINDS	Higher	1 ft.

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL - National Priority List
Proposed NPL - Proposed National Priority List Sites
NPL LIENS - Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL - National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY - Federal Facility Site Information listing
SEMS - Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE - Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS - Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF - RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG - RCRA - Large Quantity Generators
RCRA-SQG - RCRA - Small Quantity Generators
RCRA-CESQG - RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCIS - Land Use Control Information System
US ENG CONTROLS - Engineering Controls Sites List

EXECUTIVE SUMMARY

US INST CONTROL - - - - - - - - - Sites with Institutional Controls

Federal ERNS list

ERNS - Emergency Response Notification System

State- and tribal - equivalent NPL

NC HSDS - - - - - - - - - - - - - - - - - - Hazardous Substance Disposal Site

State- and tribal - equivalent CERCLIS

SHWS - Inactive Hazardous Sites Inventory

State and tribal landfill and/or solid waste disposal site lists

SWF/LF - List of Solid Waste Facilities
OLI - Old Landfill Inventory
DEBRIS - Solid Waste Active Disaster Debris Sites Listing
LCID - Land-Clearing and Inert Debris (LCID) Landfill Notifications

State and tribal leaking storage tank lists

LUST - Regional UST Database
LAST - Leaking Aboveground Storage Tanks
INDIAN LUST - - - - - - - - - - - - - - - Leaking Underground Storage Tanks on Indian Land
LUST TRUST - - - - - - - - - - - - - - - State Trust Fund Database

State and tribal registered storage tank lists

FEMA UST - - - - - - - - - - - - - - - - - Underground Storage Tank Listing
UST - Petroleum Underground Storage Tank Database
AST - AST Database
INDIAN UST - - - - - - - - - - - - - - - - Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

INST CONTROL - - - - - - - - - - - - - No Further Action Sites With Land Use Restrictions Monitoring

State and tribal voluntary cleanup sites

INDIAN VCP - - - - - - - - - - - - - - - - Voluntary Cleanup Priority Listing
VCP - Responsible Party Voluntary Action Sites

State and tribal Brownfields sites

BROWNFIELDS - - - - - - - - - - - - - Brownfields Projects Inventory

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS - - - - - - - - - A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY - Recycling Center Listing

EXECUTIVE SUMMARY

HIST LF	Solid Waste Facility Listing
INDIAN ODI	Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations
ODI	Open Dump Inventory
IHS OPEN DUMPS	Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL	Delisted National Clandestine Laboratory Register
US CDL	National Clandestine Laboratory Register

Local Land Records

LIENS 2	CERCLA Lien Information

Records of Emergency Release Reports

HMIRS	Hazardous Materials Information Reporting System
SPILLS	Spills Incident Listing
IMD	Incident Management Database
SPILLS 90	SPILLS 90 data from FirstSearch
SPILLS 80	SPILLS 80 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated
FUDS	Formerly Used Defense Sites
DOD	Department of Defense Sites
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR	Financial Assurance Information
EPA WATCH LIST	EPA WATCH LIST
2020 COR ACTION	2020 Corrective Action Program List
TSCA	Toxic Substances Control Act
TRIS	Toxic Chemical Release Inventory System
SSTS	Section 7 Tracking Systems
ROD	Records Of Decision
RMP	Risk Management Plans
RAATS	RCRA Administrative Action Tracking System
PRP	Potentially Responsible Parties
PADS	PCB Activity Database System
ICIS	Integrated Compliance Information System
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS	Material Licensing Tracking System
COAL ASH DOE	Steam-Electric Plant Operation Data
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER	PCB Transformer Registration Database
RADINFO	Radiation Information Database
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS	Incident and Accident Data
CONSENT	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	Indian Reservations
FUSRAP	Formerly Utilized Sites Remedial Action Program
UMTRA	Uranium Mill Tailings Sites
LEAD SMELTERS	Lead Smelter Sites

EXECUTIVE SUMMARY

US AIRS - Aerometric Information Retrieval System Facility Subsystem
US MINES - Mines Master Index File
ABANDONED MINES - Abandoned Mines
ECHO - Enforcement & Compliance History Information
UXO - Unexploded Ordnance Sites
DOCKET HWC - Hazardous Waste Compliance Docket Listing
FUELS PROGRAM - EPA Fuels Program Registered Listing
AIRS - Air Quality Permit Listing
ASBESTOS - ASBESTOS
COAL ASH - Coal Ash Disposal Sites
DRYCLEANERS - Drycleaning Sites
Financial Assurance - Financial Assurance Information Listing
NPDES - NPDES Facility Location Listing
UIC - Underground Injection Wells Listing
AOP - Animal Operation Permits Listing
PCSRP - Petroleum-Contaminated Soil Remediation Permits
SEPT HAULERS - Permitted Septage Haulers Listing
CCB - Coal Ash Structural Fills (CCB) Listing

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP - EDR Proprietary Manufactured Gas Plants
EDR Hist Auto - EDR Exclusive Historical Auto Stations
EDR Hist Cleaner - EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS - Recovered Government Archive State Hazardous Waste Facilities List
RGA LF - Recovered Government Archive Solid Waste Facilities List
RGA LUST - Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

ADDITIONAL ENVIRONMENTAL RECORDS

Other Ascertainable Records

FINDS: The Facility Index System contains both facility information and "pointers" to other sources of information that contain more detail. These include: RCRIS; Permit Compliance System (PCS); Aerometric Information Retrieval System (AIRS); FATES (FIFRA [Federal Insecticide Fungicide Rodenticide Act] and TSCA Enforcement System, FTTS [FIFRA/TSCA Tracking System]; CERCLIS; DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes); Federal Underground Injection Control (FURS); Federal Reporting Data System (FRDS); Surface Impoundments (SIA); TSCA Chemicals in Commerce Information System (CICS); PADS; RCRA-J (medical waste transporters/disposers); TRIS; and TSCA. The source of this database is the U.S. EPA/NTIS.

A review of the FINDS list, as provided by EDR, and dated 02/15/2019 has revealed that there is 1 FINDS site within approximately 0.001 miles of the target property.

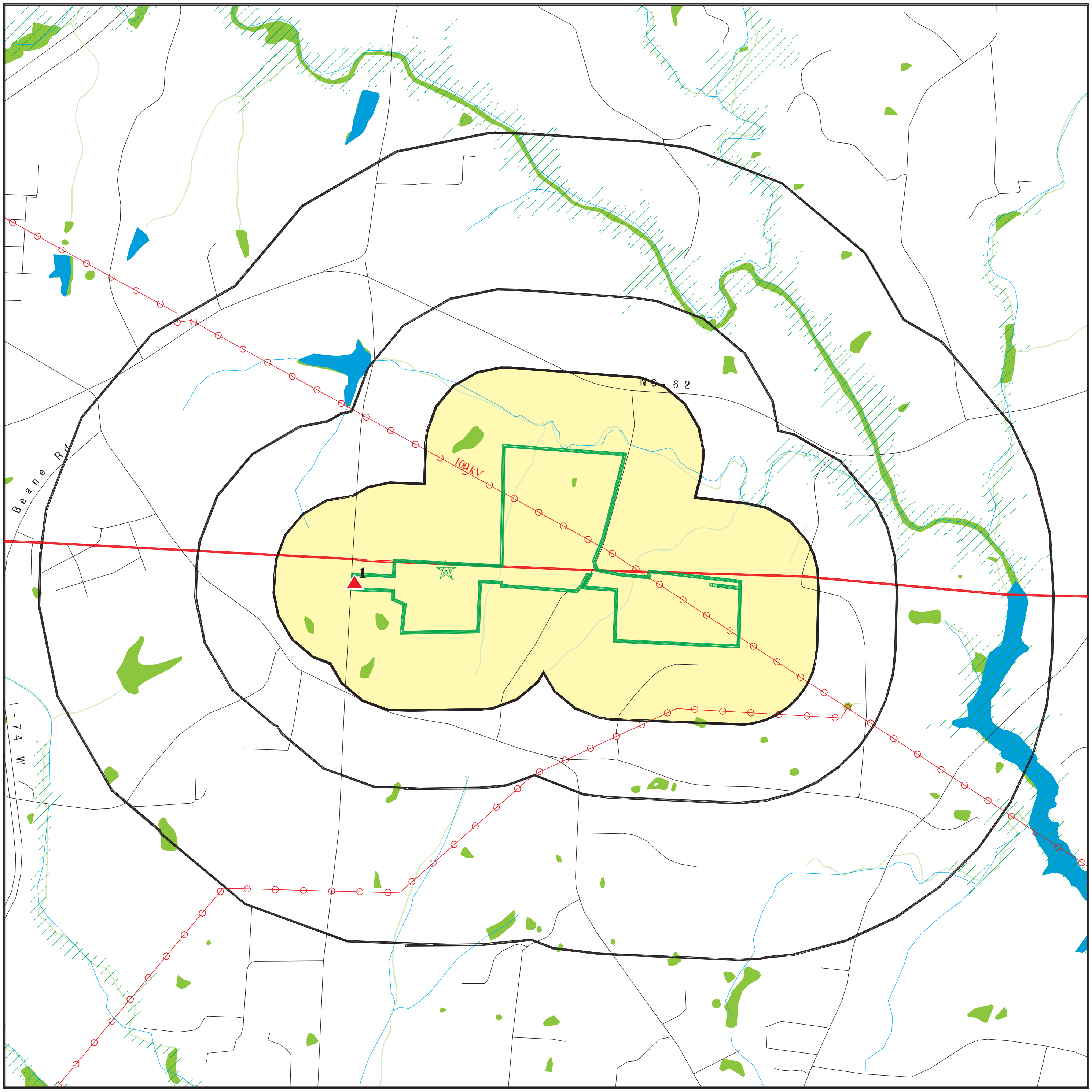
Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
130917 - MORGANS FAR Registry ID:: 110070340008	7096 MUDDY CREEK ROA	0 - 1/8 (0.000 mi.)	1	8

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 2 records.

Site Name	Database(s)
GUILFORD SPILL	SHWS
N.C.A.&T. STATE UNIV.-AUXILIARY BL	LUST TRUST

OVERVIEW MAP - 5681529.2S



Target Property
Sites at elevations higher than or equal to the target property
Sites at elevations lower than the target property
Manufactured Gas Plants
National Priority List Sites
Dept. Defense Sites

0 1/4 1/2 1 Miles

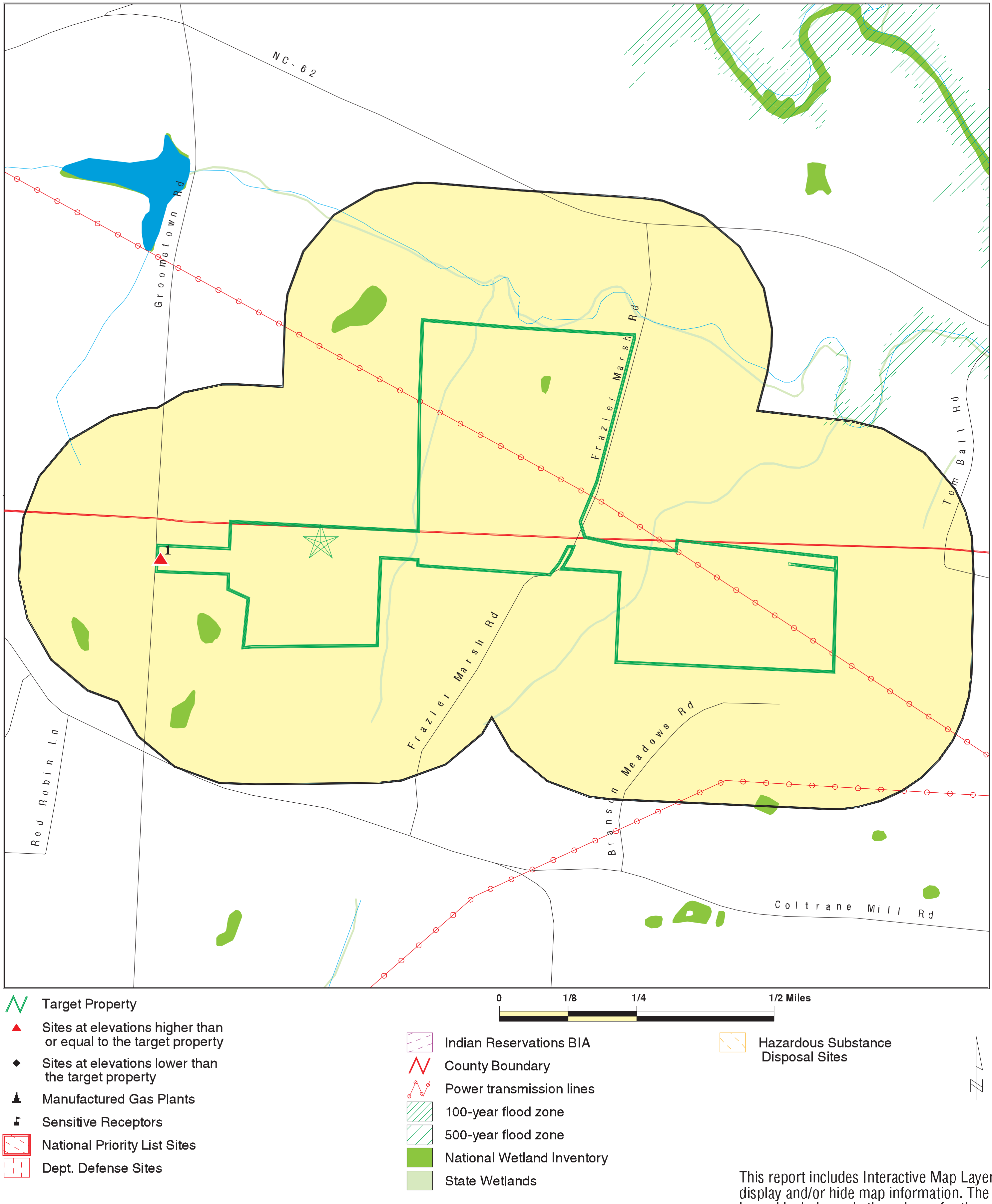
Indian Reservations BIA
County Boundary
Power transmission lines
100-year flood zone
500-year flood zone
National Wetland Inventory
State Wetlands

Hazardous Substance Disposal Sites

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Bohemian ADDRESS: 7000 State Road 1139 High Point NC 27263 LAT/LONG: 35.913851 / 79.887263	CLIENT: Resource Environmental Solutions, LLC CONTACT: Grayson Sanner INQUIRY #: 5681529.2s DATE: June 12, 2019 1:08 pm

DETAIL MAP - 5681529.2S



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	Bohemian	CLIENT:	Resource Environmental Solutions, LLC
ADDRESS:	7000 State Road 1139	CONTACT:	Grayson Sanner
	High Point NC 27263	INQUIRY #:	5681529.2s
LAT/LONG:	35.913851 / 79.887263	DATE:	June 12, 2019 1:08 pm

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	0.001		0	NR	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Federal CERCLIS NFRAP site list								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	0.001		0	NR	NR	NR	NR	0
State- and tribal - equivalent NPL								
NC HSDS	1.000		0	0	0	0	NR	0
State- and tribal - equivalent CERCLIS								
SHWS	1.000		0	0	0	0	NR	0
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF	0.500		0	0	0	NR	NR	0
OLI	0.500		0	0	0	NR	NR	0
DEBRIS	0.500		0	0	0	NR	NR	0
LCID	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
State and tribal leaking storage tank lists								
LUST	0.500		0	0	0	NR	NR	0
LAST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
LUST TRUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
INST CONTROL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
HIST LF	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	0.001		0	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.001		0	NR	NR	NR	NR	0
SPILLS	0.001		0	NR	NR	NR	NR	0
IMD	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
SPILLS 90	0.001		0	NR	NR	NR	NR	0
SPILLS 80	0.001		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	0.001		0	NR	NR	NR	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.001		0	NR	NR	NR	NR	0
FINDS	0.001		1	NR	NR	NR	NR	1
ECHO	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
AIRS	0.001		0	NR	NR	NR	NR	0
ASBESTOS	0.001		0	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
UIC	0.001		0	NR	NR	NR	NR	0
AOP	0.001		0	NR	NR	NR	NR	0
PCSRP	0.500		0	0	0	NR	NR	0
SEPT HAULERS	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
CCB	0.500		0	0	0	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA HWS	0.001		0	NR	NR	NR	NR	0
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals --		0	1	0	0	0	0	1

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number
1 **< 1/8** **1 ft.**	**130917 - MORGANS FARM, INC.** **7096 MUDDY CREEK ROAD** **HIGH POINT, NC 27263**	**FINDS**	**1024421180** **N/A**

Relative: **Higher**

Actual: **826 ft.**

FINDS:

Registry ID: 110070340008

Environmental Interest/Information System
OSHA ESTABLISHMENT

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

Count: 2 records. ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
GREENSBORO	S106967268	N.C.A.&T. STATE UNIV.-AUXILIARY BL	FLORIDA AND LEE STATE		LUST TRUST
GREENSBORO	S104919007	GUILFORD SPILL	GROOMETOWN ROAD		SHWS

CORRESPONDENCE

June 20, 2019

Michael and Malinda Morgan
Morgan Agri Properties, LLC
6521 Ton Mall Road
Randleman, NC 27317

Re: Bohemian Mitigation Project

Dear Mr. and Mrs. Morgan,

As part of the environmental documentation process in preparation for the stream mitigation project on your property, this letter is to inform you of provisions in the Federal Highway Administration Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, referred to as the Uniform Act.

The Uniform Act requires that we inform you in writing that this conservation easement transaction is voluntary and that the project is being developed by Environmental Banc & Exchange, LLC for the North Carolina Division of Mitigation Services (NCDMS). Neither EBX nor NCDMS have the authority to acquire the property by eminent domain. In addition, EBX believes that the agreed purchase price for the conservation easement area represents the fair market value.

This letter is for your information, and you do not need to respond. As always, please feel free to call me at 919-302-2324 with any questions.

Sincerely,

Kenton Beal
Land Representative

July 10, 2019

Shannon and Carla Queen
1002 Bradford Lane
Archdale, NC 27263

Re: Bohemian Mitigation Project

Dear Mr. and Mrs. Queen,

As part of the environmental documentation process in preparation for the stream mitigation project on your property, this letter is to inform you of provisions in the Federal Highway Administration Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, referred to as the Uniform Act.

The Uniform Act requires that we inform you in writing that this conservation easement transaction is voluntary and that the project is being developed by Environmental Banc & Exchange, LLC for the North Carolina Division of Mitigation Services (NCDMS). Neither EBX nor NCDMS have the authority to acquire the property by eminent domain. In addition, EBX believes that the agreed purchase price for the conservation easement area represents the fair market value.

This letter is for your information, and you do not need to respond. As always, please feel free to call me at 919-302-2324 with any questions.

Sincerely,

Kenton Beal
Land Representative

302 Jefferson Street, Suite 110
Raleigh, NC 27605

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

June 5, 2019

Mr. Vann Stancil
Habitat Conservation Biologist
North Carolina Wildlife Resources Commission
215 Jerusalem Church Road
Kenly, NC 27542

Subject: Project Scoping for Bohemian Buffer Mitigation Site in Guilford and Randolph County

Dear Mr. Stancil,

The purpose of this letter is to request review and comment on any possible issues that might emerge with respect to fish and wildlife associated with a potential buffer restoration project on the attached site (Site maps with approximate property lines and areas of potential buffer restoration activities are enclosed). The Bohemian Site (35.545045N, 79.5317W) has been identified by Resource Environmental Solutions, LLC (RES) to provide compensatory mitigation for unavoidable buffer impacts. The proposed project involves the restoration and enhancement of approximately 22.71 acres of riparian buffers. Current buffer conditions along the streams associated with this project demonstrate significant habitat degradation as a result of impacts from agricultural land use, water diversion, and cattle intrusion.

We thank you in advance for your timely response and cooperation. You may return the comment to my attention at the address below. Please feel free to contact me at mdeangelo@res.us with any questions that you may have concerning the extent of site disturbance associated with this project.

Sincerely,

Matt DeAngelo | Ecologist

Attachments: Vicinity Map (Figure 1), USGS Topographic Map (Figure 2), Aerial Map (Figure 3) Conceptual Plan Map (Figure 4)

302 Jefferson Street, Suite 110
Raleigh, NC 27605

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

June 5, 2019

Milton Cortes
Natural Resources Conservation Service
4407 Bland Rd, Suite 117
Raleigh, NC 27609

Subject: AD-1006 Request for the Bohemian Mitigation Site in Guilford and Randolph County

Dear Mr. Cortes,

Resource Environmental Solutions (RES) requests review and comment from the Natural Resources Conservation Service on any possible concerns that may emerge with respect to farmland resources including prime, unique, statewide or local important farmland associated with the Bohemian Buffer Mitigation Project. This project is being developed for the North Carolina Division of Mitigation Services. Please note that this request is in support of the development of the Categorical Exclusion (CE).

The Bohemian Site has been identified for the purposes of providing mitigation for unavoidable buffer impacts in the Cape Fear River Basin. RES has been awarded the contract to design and implement the Bohemian project. A requirement of the project is to prepare a CE that describes resources present on the project site.

The Project is located in the Randleman watershed (Cataloging Unit 03030003, 14-digit HUC 03030003010060), a Targeted Local Watershed (TLW). The Project supports many of the Cape Fear River Basin Restoration Priorities (RBRP) goals and presents an opportunity to restore 22.71 acres of riparian buffers. The Project will provide numerous ecological and water quality benefits within the Cape Fear River Basin. These benefits are not limited to the project area, but have more far-reaching effects throughout the Cape Fear River Basin. The Project will provide improvements to water quality, hydrologic function, and habitat. Coordinates for the site are as follows: 35.545045N, -79.5317W

An inventory of soils data was completed by RES utilizing Web Soil Survey to determine prime farmland classifications for the 22.71 acre project area. One soil map unit in the project area is classified as prime farmland, making up approximately 2.3% of the site (Wilkes-Poindexter-Wynott complex,15-20% slopes). Five soil map units in the project area are classified as farmland of statewide importance, making up 97.7% of the site (Enon fine sandy loam, 2-6% slopes, 0.5%; Enon fine sandy loam, 10-15% slopes, 29.4%; Wynott-Enon complex, 2-8% slopes, 3.5%; Wynott-Enon complex, 8-15% slopes,63.9%; Wynott-Enon complex, 2-8% slopes, moderately eroded, 0.5%).

Enclosed is Form AD-1006 with Parts I and III Completed and maps of the Bohemian Site. We ask that you review the site information and complete Parts II, IV, and V as required by NRCS. Please email (mengel@res.us), or mail your reply to the office at 302 Jeffferson Street, Suite 100, Raleigh, NC 27605.

We thank you in advance for your timely response and cooperation. Please feel free to contact me with any questions that you may have concerning the extent of site disturbance associated with this project.

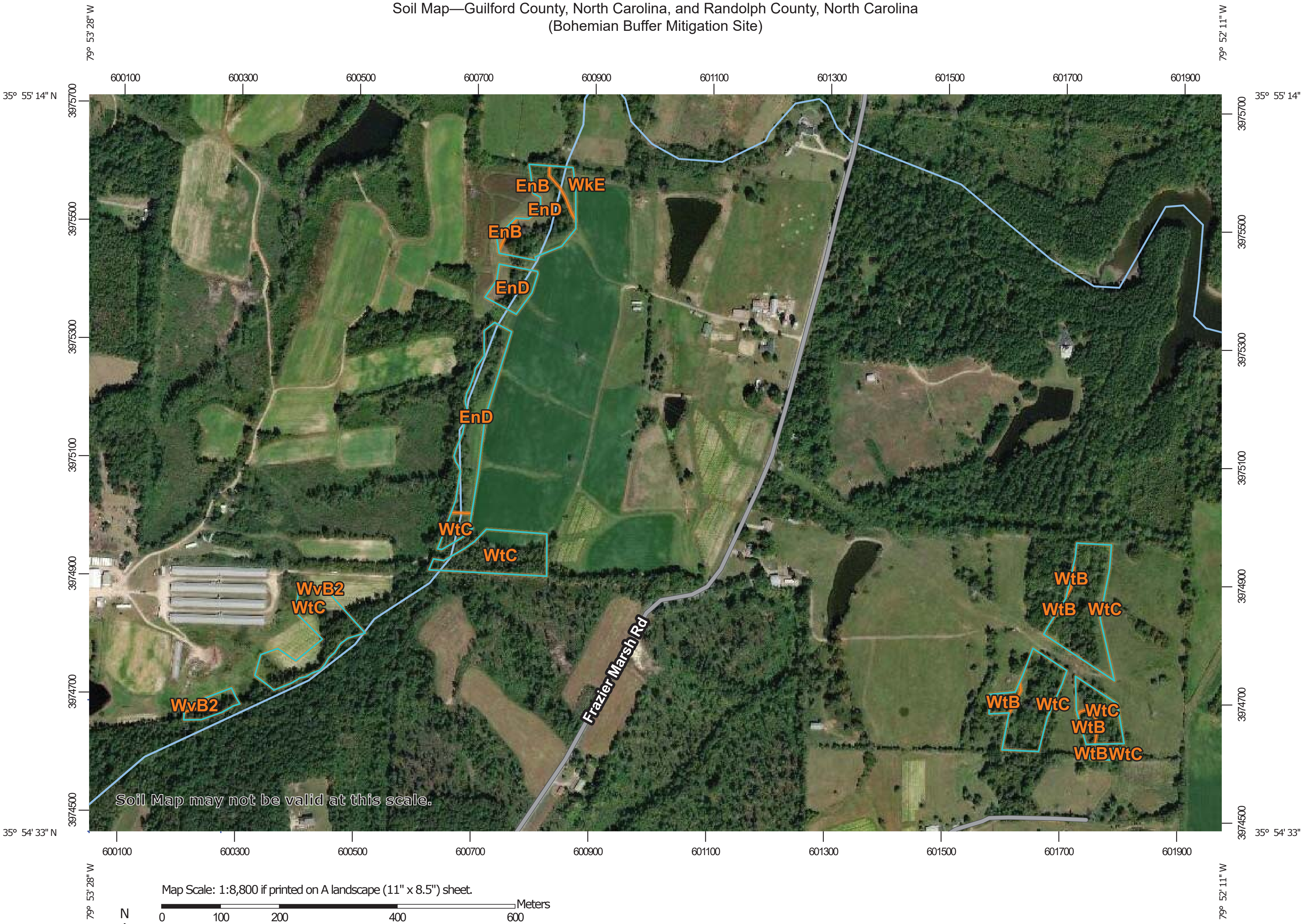
Sincerely,

Megan D Engel

Megan D Engel | Field Ecologist

Attachements: Vicinity Map (Figure 1), USGS Topographic Map (Figure 2), Aerial Map (Figure 3) Conceptual Plan Map (Figure 4), Web Soil Survey Report, & AD-1006

Soil Map—Guilford County, North Carolina, and Randolph County, North Carolina
(Bohemian Buffer Mitigation Site)



Map Scale: 1:8,800 if printed on A landscape (11" x 8.5") sheet.

Meters: 0, 100, 200, 400, 600

Feet: 0, 400, 800, 1600, 2400

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at scales ranging from 1:20,000 to 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Guilford County, North Carolina
Survey Area Data: Version 16, Sep 10, 2018

Soil Survey Area: Randolph County, North Carolina
Survey Area Data: Version 23, Sep 10, 2018

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 19, 2015—Oct 16, 2017

MAP LEGEND

MAP INFORMATION

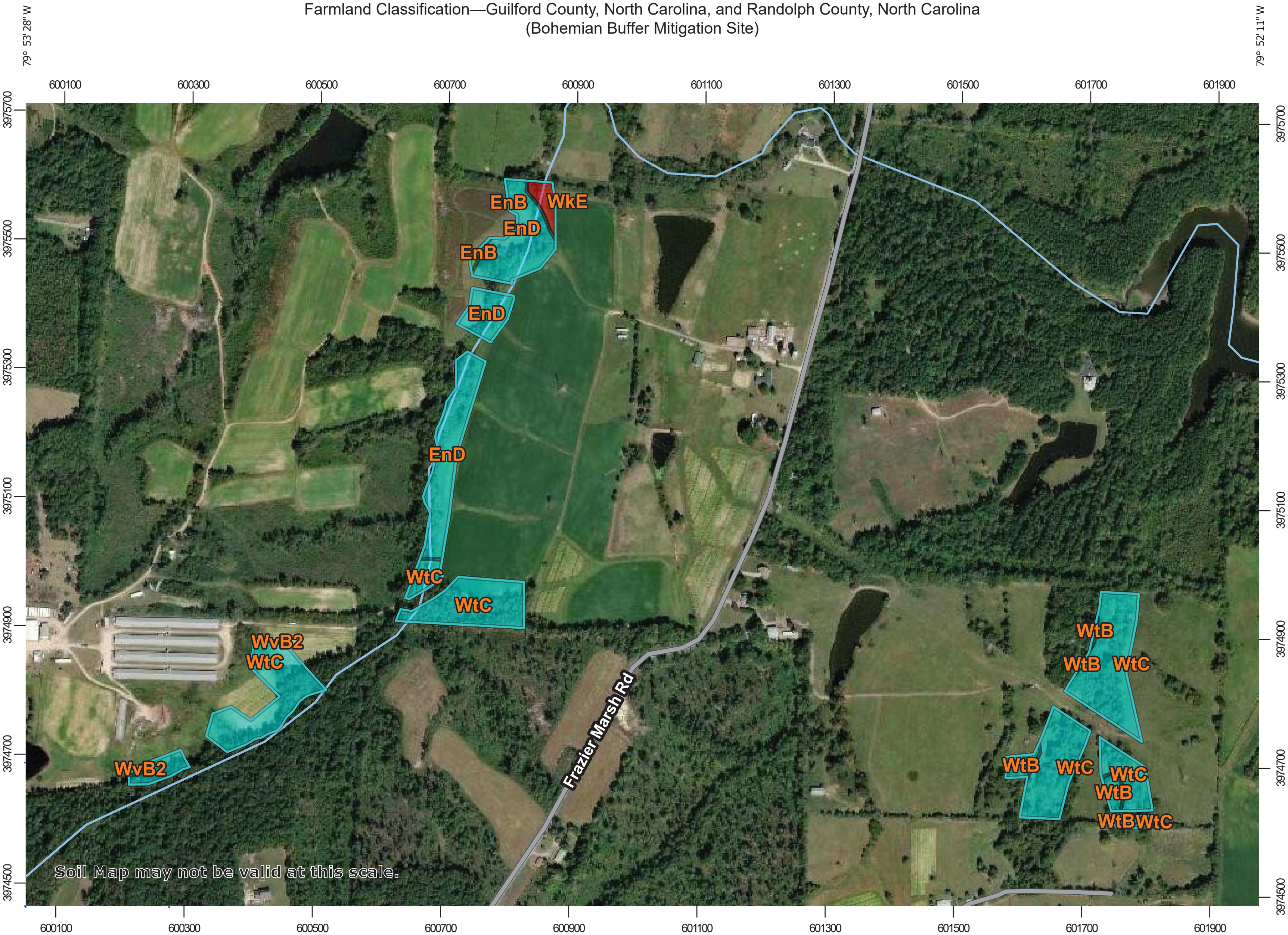
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
EnB	Enon fine sandy loam, 2 to 6 percent slopes	0.1	0.5%
EnD	Enon fine sandy loam, 10 to 15 percent slopes	6.7	29.4%
WkE	Wilkes-Poindexter-Wynott complex, 15 to 45 percent slopes	0.5	2.3%
Subtotals for Soil Survey Area		**7.3**	**32.1%**
Totals for Area of Interest		**22.7**	**100.0%**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
WtB	Wynott-Enon complex, 2 to 8 percent slopes	0.8	3.5%
WtC	Wynott-Enon complex, 8 to 15 percent slopes	14.5	63.9%
WvB2	Wynott-Enon complex, 2 to 8 percent slopes, moderately eroded	0.1	0.5%
Subtotals for Soil Survey Area		**15.4**	**67.9%**
Totals for Area of Interest		**22.7**	**100.0%**

Farmland Classification—Guilford County, North Carolina, and Randolph County, North Carolina
(Bohemian Buffer Mitigation Site)



Map Scale: 1:8,800 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 400 800 1600 2400

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Rating Polygons

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of statewide importance, if drained
- Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated
- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Soil Rating Lines

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of statewide importance, if drained
- Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated
- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
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- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Soil Rating Points

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
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- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of statewide importance, if drained
- Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated

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- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
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- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

The soil surveys that comprise your AOI were mapped at scales ranging from 1:20,000 to 1:24,000.

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Soil Survey Area: Randolph County, North Carolina
Survey Area Data: Version 23, Sep 10, 2018

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 19, 2015—Oct 16, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
EnB	Enon fine sandy loam, 2 to 6 percent slopes	All areas are prime farmland	0.1	0.5%
EnD	Enon fine sandy loam, 10 to 15 percent slopes	Farmland of statewide importance	6.7	29.4%
WkE	Wilkes-Poindexter-Wynott complex, 15 to 45 percent slopes	Not prime farmland	0.5	2.3%
Subtotals for Soil Survey Area			**7.3**	**32.1%**
Totals for Area of Interest			**22.7**	**100.0%**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
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Subtotals for Soil Survey Area			**15.4**	**67.9%**
Totals for Area of Interest			**22.7**	**100.0%**

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Appendix E

Correspondence on Environmental and Cultural Resources

10 June 2019

Ms. Kasey Carrere
RES
302 Jefferson Street, Suite 110
Raleigh, North Carolina 27605

Subject: Request for Project Scoping
Bohemian Buffer Mitigation Site
Guilford and Randolph County, North Carolina

Dear Ms. Carrere,

Biologists with the North Carolina Wildlife Resource Commission (NCWRC) received your letter on 05 June 2019 requesting review and comment on any possible concerns regarding the Bohemian Buffer Mitigation Site. Biologists with NCWRC have reviewed the provided documents. Comments are provided in accordance with provisions of the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S.C. 661-667e) and North Carolina General Statutes (G.S. 113-131 et seq.).

The Bohemian Buffer Mitigation Site is located north of Harlow Road and east of Muddy Creek Road south of High Point, Randolph and Guilford counties, North Carolina. The project involves the restoration and enhancement of approximately 22.71 acres of riparian buffer. Current conditions of the site show significant degradation of the habitat from agricultural land use, water diversion, and cattle intrusions. The project will restore the riparian buffer along unnamed tributaries to the Deep River (Randleman Reservoir) in the Cape Fear River basin. The Deep River is classified as a Water Supply IV and Critical Water Supply Area by the N.C. Division of Water Resources (NCDWR).

We have no known records for federal or state-listed rare, threatened, or endangered species within or near the site. However, the state special concern Greensboro burrowing crayfish (*Cambarus catagius*) has been documented in Randolph and Guilford counties. The Greensboro burrowing crayfish has been found in all types of soils from sandy loams to hard clay and burrows are not usually directly associated with any drainage or stream flow (McGrath 1994). The full extent of its distribution in this watershed is unknown due to lack of targeted surveys. Please notify Brena Jones, Central Aquatic Wildlife Diversity Coordinator (brena.jones@ncwildlife.org, 919-707-0369), if any Greensboro burrowing crayfish are located. Therefore, the lack of records from the site does not imply or confirm the absence of federal or state-listed species. An on-site survey is the only means to determine if the proposed project may impact federal or state rare, threatened, or endangered species.

10 June 2019
Bohemian Buffer Mitigation Site
Randolph and Guilford counties

Based upon the information provided to NCWRC, it is unlikely that buffer mitigation will adversely affect any federal or state-listed species. Establishing native, forested buffers in riparian areas will help protect water quality, improve aquatic and terrestrial habitats, and provide a travel corridor for wildlife species. If present, we recommend leaving snags and mature trees or if necessary, remove tees outside the maternity roosting season for bats (May 15 – August 15).

Provided measures are taken to minimize erosion and sedimentation from construction/restoration activities, we do not anticipate the project to result in significant adverse impacts to aquatic and terrestrial wildlife resources.

Thank you for the opportunity to provide comments. If I can be of additional assistance, please call (919) 707-0364 or email olivia.munzer@ncwildlife.org.

Sincerely,

Olivia Munzer
Western Piedmont Habitat Conservation Coordinator
Habitat Conservation Program

Literature Cited

McGrath, C. 1994. Status survey for the Greensboro burrowing crayfish. Proceedings of the annual conference, Southeastern Association of Game and Fish Commissioners, 48: 343–349.

North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office
Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary Susi H. Hamilton

Office of Archives and History
Deputy Secretary Kevin Cherry

June 21, 2019

Kasey Carrere
Resource Environmental Solutions, LLC
32 Jefferson Street, Suite 110
Raleigh, NC 27605

Re Bohemian Buffer Mitigation Site, Guilford and Randolph Counties, ER 19-1893

Dear Ms. Carrere:

Thank you for your letter of June 5, 2019, concerning the above project.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we have no comment on the project as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Gledhill-Earley, environmental review coordinator, at 919-807-6579 or environmental.review@ncdcr.gov. In all future communication concerning this project, please cite the above referenced tracking number.

Sincerely,

Renee Gledhill-Earley

for Ramona Bartos, Deputy
State Historic Preservation Officer

United States Department of the Interior

FISH AND WILDLIFE SERVICE

Raleigh Field Office
P.O. Box 33726
Raleigh, NC 27636-3726

Date: 08/28/2019

Self-Certification Letter

Project Name Bohemian Buffer Mitigation Site

Dear Applicant:

Thank you for using the U.S. Fish and Wildlife Service (Service) Raleigh Ecological Services online project review process. By printing this letter in conjunction with your project review package, you are certifying that you have completed the online project review process for the project named above in accordance with all instructions provided, using the best available information to reach your conclusions. This letter, and the enclosed project review package, completes the review of your project in accordance with the Endangered Species Act of 1973 (16 U.S.C. 1531-1544, 87 Stat. 884), as amended (ESA), and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c, 54 Stat. 250), as amended (Eagle Act). This letter also provides information for your project review under the National Environmental Policy Act of 1969 (P.L. 91-190, 42 U.S.C. 4321-4347, 83 Stat. 852), as amended. A copy of this letter and the project review package must be submitted to this office for this certification to be valid. This letter and the project review package will be maintained in our records.

The species conclusions table in the enclosed project review package summarizes your ESA and Eagle Act conclusions. Based on your analysis, mark all the determinations that apply:

- [x] "no effect" determinations for proposed/listed species and/or proposed/designated critical habitat; and/or
- [x] "may affect, not likely to adversely affect" determinations for proposed/listed species and/or proposed/designated critical habitat; and/or
- [ ] "may affect, likely to adversely affect" determination for the Northern long-eared bat (Myotis septentrionalis) and relying on the findings of the January 5, 2016, Programmatic Biological Opinion for the Final 4(d) Rule on the Northern long-eared bat;
- [x] "no Eagle Act permit required" determinations for eagles.

We certify that use of the online project review process in strict accordance with the instructions provided as documented in the enclosed project review package results in reaching the appropriate determinations. Therefore, we concur with the “no effect” or “not likely to adversely affect” determinations for proposed and listed species and proposed and designated critical habitat; the “may affect” determination for Northern long-eared bat; and/or the “no Eagle Act permit required” determinations for eagles. Additional coordination with this office is not needed. Candidate species are not legally protected pursuant to the ESA. However, the Service encourages consideration of these species by avoiding adverse impacts to them. Please contact this office for additional coordination if your project action area contains candidate species. Should project plans change or if additional information on the distribution of proposed or listed species, proposed or designated critical habitat, or bald eagles becomes available, this determination may be reconsidered. This certification letter is valid for 1 year. Information about the online project review process including instructions, species information, and other information regarding project reviews within North Carolina is available at our website http://www.fws.gov/raleigh/pp.html. If you have any questions, you can write to us at Raleigh@fws.gov or please contact Leigh Mann of this office at 919-856-4520, ext. 10.

Sincerely,

/s/Pete Benjamin

Pete Benjamin
Field Supervisor
Raleigh Ecological Services

Enclosures - project review package

Species Conclusions Table

Project Name: Bohemian Buffer Mitigation Site

Date: 08/28/2019

Species / Resource Name	Conclusion	ESA Section 7 / Eagle Act Determination	Notes / Documentation
Schweinitz's Sunflower (*Helianthus schweinitzii*)	Suitable habitat present, species not present	No effect	Habitat and species survey conducted on August 20, 2019. Determined suitable habitat present, but no species present. Conclusion and determination revised to reflect this. See pg. 10.
Small Whorled Pogonia (*Isotria medeoloides*)	Potential habitat present and no current survey conducted	No Effect	The only potential habitat would be in preserved forested areas where it would be left undisturbed.
Critical Habitat	No Critical Habitat Present	No Effect	
Bald Eagle (*Haliaeetus leucocephalus*)	Unlikely to disturb nesting bald eagles	No Eagle Act permit required	

Acknowledgement: I agree that the above information about my proposed project is true. I used all of the provided resources to make an informed decision about impacts in the immediate and surrounding areas.

Project Manager

Signature /Title

06/05/2019

Date

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Raleigh Ecological Services Field Office
Post Office Box 33726
Raleigh, NC 27636-3726
Phone: (919) 856-4520 Fax: (919) 856-4556

In Reply Refer To: May 29, 2019
Consultation Code: 04EN2000-2019-SLI-0953
Event Code: 04EN2000-2019-E-02175
Project Name: Bohemian

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The species list generated pursuant to the information you provided identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

Section 7 of the Act requires that all federal agencies (or their designated non-federal representative), in consultation with the Service, insure that any action federally authorized, funded, or carried out by such agencies is not likely to jeopardize the continued existence of any federally-listed endangered or threatened species. A biological assessment or evaluation may be prepared to fulfill that requirement and in determining whether additional consultation with the Service is necessary. In addition to the federally-protected species list, information on the species' life histories and habitats and information on completing a biological assessment or evaluation and can be found on our web page at http://www.fws.gov/raleigh. Please check the web site often for updated information or changes

If your project contains suitable habitat for any of the federally-listed species known to be present within the county where your project occurs, the proposed action has the potential to adversely affect those species. As such, we recommend that surveys be conducted to determine the species' presence or absence within the project area. The use of North Carolina Natural Heritage program data should not be substituted for actual field surveys.

If you determine that the proposed action may affect (i.e., likely to adversely affect or not likely to adversely affect) a federally-protected species, you should notify this office with your determination, the results of your surveys, survey methodologies, and an analysis of the effects of the action on listed species, including consideration of direct, indirect, and cumulative effects, before conducting any activities that might affect the species. If you determine that the proposed action will have no effect (i.e., no beneficial or adverse, direct or indirect effect) on federally listed species, then you are not required to contact our office for concurrence (unless an Environmental Impact Statement is prepared). However, you should maintain a complete record of the assessment, including steps leading to your determination of effect, the qualified personnel conducting the assessment, habitat conditions, site photographs, and any other related articles.

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (http://www.fws.gov/windenergy/) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm; http://www.towerkill.com; and http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html.

Not all Threatened and Endangered Species that occur in North Carolina are subject to section 7 consultation with the U.S Fish and Wildlife Service. Atlantic and shortnose sturgeon, sea turtles,when in the water, and certain marine mammals are under purview of the National Marine Fisheries Service. If your project occurs in marine, estuarine, or coastal river systems you should also contact the National Marine Fisheries Service, http://www.nmfs.noaa.gov/

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office. If you have any questions or comments, please contact John Ellis of this office at john_ellis@fws.gov.

Attachment(s):

- Official Species List

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Raleigh Ecological Services Field Office
Post Office Box 33726
Raleigh, NC 27636-3726
(919) 856-4520

Project Summary

Consultation Code: 04EN2000-2019-SLI-0953

Event Code: 04EN2000-2019-E-02175

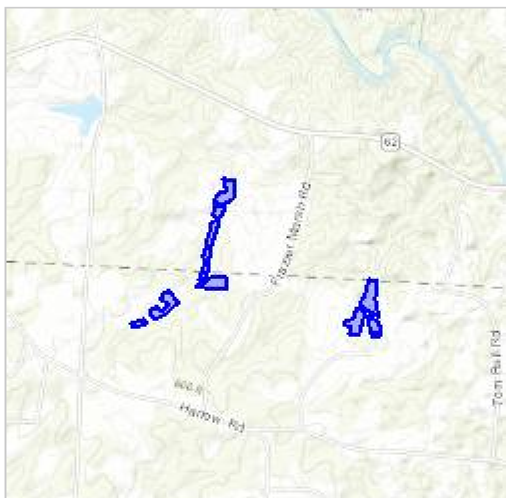
Project Name: Bohemian

Project Type: LAND - RESTORATION / ENHANCEMENT

Project Description: Buffer mitigation site

Project Location:

Approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/place/35.91360736624763N79.88339078495788W



Counties: Guilford, NC | Randolph, NC

Endangered Species Act Species

There is a total of 2 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Flowering Plants

NAME	STATUS
Schweinitz's Sunflower *Helianthus schweinitzii* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/3849	Endangered
Small Whorled Pogonia *Isotria medeoloides* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1890	Threatened

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

RE: *Helianthus schweinitzii* Survey at Bohemian site, Randolph County, NC

A plant survey for the federally listed Schweinitz's sunflower, *Helianthus schweinitzii* (Fed E, State E | S2 G3), was conducted on August 20, 2019 at our Bohemian Riparian Buffer Mitigation Project, a full-delivery mitigation project for the Division of Mitigation Services (DMS), located near Archdale, NC in Randolph County. *H. schweinitzii* is endemic to the Piedmont regions of North and South Carolina, historically being centered around Charlotte, NC and Rock Hill, SC. Suitable habitat for *H. schweinitzii* includes disturbed areas with full-partial sun exposure such as roadsides and powerline cuts; historically, it has occurred in dry, open woodlands and Piedmont prairies. In North Carolina, the known distributions of *H. schweinitzii* occur in Surry, Stokes, Catawba, Gaston, Rowan, Davidson, Randolph, Mecklenburg, Cabarrus, Stanly, Montgomery, Union, Anson, and Richmond counties. This species faces threats including alteration of native habitat, fire suppression, roadside/utility right-of-way maintenance, invasive species encroachment and other anthropogenic impacts. The Bohemian Project contains two sections of easements, an east section and a west section, both including a powerline cut through a portion of the easement. Current land use in the vicinity of the Bohemian Project is primarily non-forested agricultural fields, non-forested and forested pasture grazed by livestock, mature forest with recent timbering, and disturbed mature riparian forest. Existing tree species within the forested areas include American sycamore (*Platanus occidentalis*), American elm (*Ulmus americana*), sweetgum (*Liquidambar styraciflua*), and red cedar (*Juniperus virginiana*). The non-forested areas consist primarily of pasture grasses and weedy herbaceous vegetation including *Juncus* sp., *Carex* sp., *Vernonia* sp., and *Helianthus tuberosus*.

The survey team including Jeremy Schmid and Emily Ulman, visited a reference population for *H. schweinitzii* on August 20, 2019 at the North Carolina Botanical Gardens in Chapel Hill, NC. The surveying team had a dichotomous key for the genus *Helianthus*, adapted from Schilling (2006) and Weakley (2008), and had researched the information and pictures provided by the U.S. Fish and Wildlife Service for *H. schweinitzii.* Jeremy and Emily have both performed rare plant surveys in the past for threatened and endangered plant species throughout North Carolina.

At the Bohemian site, the surveying team walked along the boundary and within the easement recording species present and any occurrences of potential suitable habitat. The western section is primarily used for agriculture (hemp) and is surrounded by mature forest to the west; these conditions do not support *H. schweinitzii* mainly due to lack of sun exposure. The one area of suitable habitat within the western side (powerline cut) did not have Schweinitz's sunflower, but rather Jerusalem artichoke, differentiated by the leaf position on the stem and length of petiole. The eastern section of the Project represented suitable habitat, with open forest margins and a powerline cut; however, there was no *H. schweinitzii* found. After a thorough examination of both areas and an assessment of the habitat present, no populations were located at this project site.

In conclusion, after conducting a more thorough evaluation of the habitat present at the Bohemian Mitigation Site and surveying for *H. schweinitzii* specifically, we have determined that there is **suitable habitat present,** but **no species present** therefore, the conclusion for the *H. schweinitzii* species is **no effect**.