

Devil's Ally

Chatham County

Project ID #100636

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



FILED
CHATHAM COUNTY NC
LUNDAY A. RIGGSBEE
REGISTER OF DEEDS

FILED	Jul 01, 2024
AT	11:03:15 am
BOOK	02421
START PAGE	0029
END PAGE	0041
INSTRUMENT #	05616
EXCISE TAX	(None)

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

SPO File Number: 19-LA-112
DMS Project Number: 100636

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office *c/o Blaine Rice*
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this 1st day of July, 2024, by Barbara H. Fogleman and Roger Fogleman ("Grantor"), whose mailing address is P.O. Box 1213, Mountain Home, ID 83647, 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, employees, agents, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly known as 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

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WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between Clearwater Mitigation Solutions, LLC whose mailing address is 604 Macon Place, Raleigh, NC 27609, and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 452048014-1.

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 recognized that the Wetlands Restoration Program was to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

WHEREAS, the authority for 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 and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Albright Township, Chatham County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 13.35 acres and

being conveyed to the Grantor by deed as recorded in **Deed Book 1777 at Page 813** of the Chatham County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of unnamed tributaries (UTs) to North Prong Rocky River.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee forever and in perpetuity, a Conservation Easement and Right of Access over and upon the Property or such portion(s) thereof described below.

The Conservation Easement Area consists of the following:

Conservation Easement Area 2A containing a total of 0.732 acres as shown on the plat of survey entitled "Final Plat, Conservation Easement Survey for The State of North Carolina Department of Environmental Quality Division of Mitigation Services, Project Name: Devil's Alley Site, SPO File No. 19-LA-112, DMS Site No. 100636, Property of Barbara H. Fogleman and Roger Fogleman," dated June 12, 2024 by PilotSE, PLS Number C-4724 and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2024 Pages 231.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area" or "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.

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II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at the location more particularly described on **Exhibit B** ("Access Easement No. 2") attached hereto and incorporated herein by this reference, to access the Conservation Easement Area for the purposes set forth herein. This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the 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 or its employees, contractors, agents, successors, and assigns. 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 but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

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. This provision shall also apply to the use of any equine species.

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

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Property shall not alter vegetation, hydrology, or topography within the Conservation Easement Area.

A. 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.

B. Agricultural and Silvicultural Use. All agricultural and silvicultural uses are prohibited within the Conservation Easement Area including, but not limited to, any use for cropland, orchards, waste lagoons, timber harvesting or pastureland. Direct application of pesticides and/or agricultural waste within the Conservation Easement Area is prohibited. The Grantor shall be solely responsible for the protection of the Conservation Easement Area from intrusion by livestock and shall be solely responsible for the installation and maintenance of any livestock exclusion measures (e.g. fencing) in accordance with the terms and conditions of this Conservation Easement outside of the Conservation Easement Area for so long as there are livestock on the Property adjacent to the Conservation Easement Area.

C. Structures. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area. All previously existing buildings, facilities, utilities, ponds, dams, stormwater conveyances, wells, mines, and other structures within the Conservation Easement Area shall be shown on the recorded survey plat. Any such structures not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or replaced.

D. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, paving, or other infrastructure in the Conservation Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Easement Area for purposes consistent with this Conservation Easement. Existing roads, trails, or paths may be maintained with loose gravel or vegetation to stabilize or cover the surfaces.

All previously existing roads, trails, bridges, crossings, and other infrastructure within the Conservation Easement Area shall be shown on the recorded survey plat. Any such infrastructure not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or renewed.

E. Signs. No signs shall be permitted in the Conservation Easement Area except boundary signs, 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.

F. 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.

G. 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.

H. 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 are allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use pesticides 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.

I. 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 Conservation Easement Area portion 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.

J. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

K. Disturbance of Natural Features. Any change, disturbance, alteration, or impairment of the natural features of the Conservation Easement Area or any intentional introduction of nonnative plants, trees, and/or animal species by Grantor is prohibited. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

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 Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities

NCDMS Full Delivery Conservation Easement Template

AG reviewed 27 October 2023

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necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include, but are not limited to, the planting of trees, shrubs and herbaceous vegetation, installation of monitoring gauges, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

C. Research and Educational Activities. The Grantee shall be permitted to enter, inspect, observe, and study the Conservation Easement Area for the purpose of conducting reasonable educational and scientific research activities related to the condition of the Conservation Easement Area and the protected resources therein. These activities include but are not limited to the installation of monitoring equipment, the creation of monitoring zones, and the performance of surveys, geotechnical investigations, and biological studies. Any parties other than the Grantee, its employees and agents, successors or assigns, desiring to conduct such activities must obtain written permission from both the Grantor and the Grantee in advance and be consistent with the intent of the mitigation project.

D. Signs. The Grantee 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 Area, or identify the project boundaries and the holder of the Conservation Easement.

E. Fences. If livestock is maintained on the Property, the Grantor is required to restrict livestock access to the Conservation Easement Area. If the Grantor fails to restrict livestock access to the Conservation Easement Area, Grantee reserves the right to repair or install livestock exclusion devices (i.e., fences) within the Conservation Area at its sole discretion and to recover the cost of such installation or repairs from Grantor. In such cases, Grantor must provide access to Grantee to make such installation and repairs. Grantee shall have no responsibility to repair or maintain any fences installed under this provision.

F. Crossing Area(s). Grantee is not responsible for the maintenance of crossing area(s), however, the Grantee after the appropriate notice required under this Conservation Easement, reserves the right to repair crossing area(s) at its sole discretion and to recover the cost of such repairs from Grantor if such repairs are needed as a result of activities of the Grantor. In such cases, the Grantor must provide access to the Grantee to make repairs.

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or

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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 thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) 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 the Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee has 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. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail ("email"), or by personal contact with the Grantor (i.e., phone or in-person).

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 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. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee to enforce the terms of this Conservation Easement against Grantor or to protect Grantee's rights and interests in and to the Conservation Easement and Access Easement, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement and any legal expenses or court costs, including reasonable attorney's fees, 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.

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VI. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property is 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.

G. Grantor agrees that any subsequent lease, deed, or other legal instruments by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

D. 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 and shall be binding on any successor owners.

E. This Conservation Easement and Right of Access may be amended, but only in a 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. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

Division Engineer
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

and

Division of Mitigation Services
1652 Mail Service Center
Raleigh, NC 27699-1652

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., § 143-214.12(a1) and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VII. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

TO HAVE AND TO HOLD, the said rights and easements perpetually unto the Grantee for the aforesaid purposes,

AND Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

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

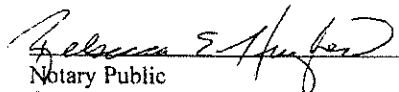
 (SEAL)
Barbara H. Fogleman

 (SEAL)
Roger Fogleman

IDAHO
COUNTY OF

I, REBECCA E. HUGHES, a Notary Public in and for the County and State aforesaid, do hereby certify that Barbara H. Fogleman and Roger Fogleman, 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 day of June 29, 2024.


Notary Public
RESIDING AT: MOUNTAIN HOME, IDAHO
My commission expires: 01/30/2028

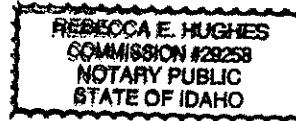


Exhibit A

Conservation Easement Area 2A
Devil's Alley Mitigation Site
Chatham County, NC
SPO File Number: 19-LA-112

All of the conservation easement of the Devil's Alley Site over a portion of the land of Barbara Fogleman (DB: 1777, PG: 813), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 15, and being the northwesternmost corner of the Conservation Easement, having NC State Plane Coordinates (NAD'83, 2011) of N: 755,368.80', E: 1,840,181.46'; THENCE South 81 deg 08 min 51 sec East – 118.01 feet to a Set 5/8" Rebar with Disc (SRD); THENCE North 84 deg 24 min 45 sec East – 113.50 feet to a SRD; THENCE South 05 deg 00 min 29 sec West – 141.56 feet to a SRD; THENCE South 81 deg 07 min 54 sec West – 108.22 feet to a SRD; THENCE North 74 deg 53 min 33 sec West – 116.46 feet to a SRD; THENCE North 00 deg 55 min 03 sec East – 134.48 feet to the POINT of BEGINNING, containing 0.732 acres, more or less.

Exhibit B

Access Easement No. 2
Devil's Alley Mitigation Site
Chatham County, NC
SPO File Number: 19-LA-112

All of the Access Easement 2, described as a New Variable Width Non-exclusive Access Easement for ingress, egress, and regress to be conveyed to the State of North Carolina of the Devil's Alley Site over a portion of the land of Walter Smith and Janie Smith (DB: 812, PG: 133) and Barbara Fogleman (DB: 1777, PG: 813), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

Access Easement 2 being located adjacent to Conservation Easement Area 1 and Conservation Easement Area 2A.

BEGINNING at a Set 5/8" Rebar with Disc, labeled as Point No. 8 having NC State Plane Coordinates (NAD'83, 2011) of N: 755,261.45', E: 1,840,109.73'; THENCE North 00 deg 55 min 03 min East – 134.48 feet to a Calculated Point; THENCE South 68 deg 42 min 34 sec East – 74.67 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 00 deg 55 min 03 sec West – 134.48 feet to a SRD; THENCE North 68 deg 42 min 34 sec West – 74.67 feet to the POINT of BEGINNING containing 0.216 acres, more or less.

FILED
CHATHAM COUNTY NC
LUNDAY A. RIGGSBEE
REGISTER OF DEEDS
FILED Jul 01, 2024
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BOOK 02421
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END PAGE 0013
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EXCISE TAX (None)

STATE OF NORTH CAROLINA

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FULL DELIVERY
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Return to: NC Department of Administration
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WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between Clearwater Mitigation Solutions, LLC whose mailing address is 604 Macon Place, Raleigh, NC 27609, and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 452048014-1.

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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 recognized that the Wetlands Restoration Program was to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

WHEREAS, the authority for 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 and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Albright Township, Chatham County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 26.31 acres and

being conveyed to the Grantor by deed as recorded in **Deed Book 1777 at Page 813** of the Chatham County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of unnamed tributaries (UTs) to North Prong Rocky River.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee forever and in perpetuity, a Conservation Easement and Right of Access over and upon the Property or such portion(s) thereof described below.

The Conservation Easement Area consists of the following:

Conservation Easement Area 2B and 3A containing a total of 5.672 acres as shown on the plat of survey entitled "Final Plat, Conservation Easement Survey for The State of North Carolina Department of Environmental Quality Division of Mitigation Services, Project Name: Devil's Alley Site , SPO File Number: 19-LA-113, DMS Site No. 100636, Property of Robert Lee McMasters and Laurie McMasters," dated June 12, 2024 by PilotSE, PLS Number C-4724 and recorded in the Chatham County, North Carolina Register of Deeds at **Plat Book 2024 Pages 231** .

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area" or "Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual, and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at the location more particularly described on **Exhibit B** ("Access Easement No. 3") attached hereto and incorporated herein by this reference, to access the Conservation Easement Area for the purposes set forth herein. This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the 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 or its employees, contractors, agents, successors, and assigns. 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 but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

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. This provision shall also apply to the use of any equine species.

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 within the Conservation Easement Area.

A. 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.

B. Agricultural and Silvicultural Use. All agricultural and silvicultural uses are prohibited within the Conservation Easement Area including, but not limited to, any use for cropland, orchards, waste lagoons, timber harvesting or pastureland. Direct application of pesticides and/or agricultural waste within the Conservation Easement Area is prohibited. The Grantor shall be solely responsible for the protection of the Conservation Easement Area from intrusion by livestock and shall be solely responsible for the installation and maintenance of any livestock exclusion measures (e.g. fencing) in accordance with the terms and conditions of this Conservation Easement outside of the Conservation Easement Area for so long as there are livestock on the Property adjacent to the Conservation Easement Area.

C. Structures. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area. All previously existing buildings, facilities, utilities, ponds, dams, stormwater conveyances, wells, mines, and other structures within the Conservation Easement Area shall be shown on the recorded survey plat. Any such structures not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or replaced.

D. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, paving, or other infrastructure in the Conservation Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Easement Area for purposes consistent with this Conservation Easement. Existing roads, trails, or paths may be maintained with loose gravel or vegetation to stabilize or cover the surfaces.

All previously existing roads, trails, bridges, crossings, and other infrastructure within the Conservation Easement Area shall be shown on the recorded survey plat. Any such infrastructure not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or renewed.

E. Signs. No signs shall be permitted in the Conservation Easement Area except boundary signs, 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.

F. 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.

G. 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.

H. 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 are allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use pesticides 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.

I. 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 Conservation Easement Area portion 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.

J. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

K. Disturbance of Natural Features. Any change, disturbance, alteration, or impairment of the natural features of the Conservation Easement Area or any intentional introduction of nonnative plants, trees, and/or animal species by Grantor is prohibited. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

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 Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities

necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include, but are not limited to, the planting of trees, shrubs and herbaceous vegetation, installation of monitoring gauges, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

C. Research and Educational Activities. The Grantee shall be permitted to enter, inspect, observe, and study the Conservation Easement Area for the purpose of conducting reasonable educational and scientific research activities related to the condition of the Conservation Easement Area and the protected resources therein. These activities include but are not limited to the installation of monitoring equipment, the creation of monitoring zones, and the performance of surveys, geotechnical investigations, and biological studies. Any parties other than the Grantee, its employees and agents, successors or assigns, desiring to conduct such activities must obtain written permission from both the Grantor and the Grantee in advance and be consistent with the intent of the mitigation project.

D. Signs. The Grantee 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 Area, or identify the project boundaries and the holder of the Conservation Easement.

E. Fences. If livestock is maintained on the Property, the Grantor is required to restrict livestock access to the Conservation Easement Area. If the Grantor fails to restrict livestock access to the Conservation Easement Area, Grantee reserves the right to repair or install livestock exclusion devices (i.e., fences) within the Conservation Area at its sole discretion and to recover the cost of such installation or repairs from Grantor. In such cases, Grantor must provide access to Grantee to make such installation and repairs. Grantee shall have no responsibility to repair or maintain any fences installed under this provision.

F. Crossing Area(s). Grantee is not responsible for the maintenance of crossing area(s), however, the Grantee after the appropriate notice required under this Conservation Easement, reserves the right to repair crossing area(s) at its sole discretion and to recover the cost of such repairs from Grantor if such repairs are needed as a result of activities of the Grantor. In such cases, the Grantor must provide access to the Grantee to make repairs.

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or

use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) 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 the Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee has 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. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail ("email"), or by personal contact with the Grantor (i.e., phone or in-person).

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 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. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee to enforce the terms of this Conservation Easement against Grantor or to protect Grantee's rights and interests in and to the Conservation Easement and Access Easement, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement and any legal expenses or court costs, including reasonable attorney's fees, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

VI. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property is 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.

G. Grantor agrees that any subsequent lease, deed, or other legal instruments by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

D. 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 and shall be binding on any successor owners.

E. This Conservation Easement and Right of Access may be amended, but only in a 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. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

Division Engineer
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

and

Division of Mitigation Services
1652 Mail Service Center
Raleigh, NC 27699-1652

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., § 143-214.12(a1) and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VII. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

TO HAVE AND TO HOLD, the said rights and easements perpetually unto the Grantee for the aforesaid purposes,

AND Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

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

Robert Lee McMasters (SEAL)
Robert Lee McMasters

Laurie McMasters (SEAL)
Laurie McMasters

NORTH CAROLINA
COUNTY OF Randolph

I, Traci J McDaniel, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Lee McMasters and Laurie McMasters, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Robert Lee McMasters + Laurie McMasters
IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 1st day of July, 2024.

Traci J McDaniel
Notary Public

My commission expires: 01-18-2025

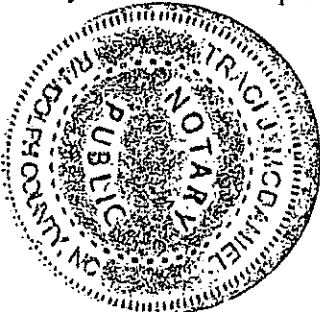


Exhibit A

Conservation Easement Area 2B

Devil's Alley Mitigation Site

Chatham County, NC

SPO File Number: 19-LA-113

All of the conservation easement of the Devil's Alley Site over a portion of the land of Robert McMasters (DB: 1886, PG: 492), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 17, having NC State Plane Coordinates (NAD'83, 2011) of N: 755,361.69, E: 1,840,411.03'; THENCE North 05 deg 00 min 29 sec East – 46.25 feet to a Found 3/4" Pipe; THENCE South 88 deg 06 min 58 sec East – 231.11 feet to a Found 1" Pipe; THENCE South 00 deg 31 min 23 sec West – 32.05 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 77 deg 29 min 22 sec East – 108.03 feet to a SRD; THENCE South 01 deg 01 min 34 sec East – 135.12 feet to a SRD; THENCE North 88 deg 12 min 58 sec West – 355.15 feet to a SRD; THENCE North 05 deg 00 min 29 sec East – 141.56 feet to the POINT of BEGINNING, containing 1.383 acres, more or less.

Conservation Easement Area 3A

Devil's Alley Mitigation Site

Chatham County, NC

SPO File Number: 19-LA-113

All of the conservation easement of the Devil's Alley Site over a portion of the land of Robert McMasters (DB: 1886, PG: 492), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 26, having NC State Plane Coordinates (NAD'83, 2011) of N: 755,348.62', E: 1,840,826.17'; THENCE North 74 deg 15 min 00 sec East – 279.48 feet to a Set 5/8" Rebar with Disc (SRD); THENCE North 29 deg 12 min 15 sec East – 193.92 feet to a SRD; THENCE North 79 deg 53 min 45 sec East – 147.61 feet to a SRD; THENCE South 15 deg 24 min 23 sec West – 211.20 feet to a Found 1" Pipe; THENCE South 15 deg 21 min 01 sec West – 191.29 feet to a Found 1" Pipe; THENCE South 15 deg 16 min 47 sec West – 215.05 feet to a SRD; THENCE South 15 deg 16 min 47 sec West – 14.73 feet to a Found 1" Pipe; THENCE South 15 deg 18 min 05 sec West – 245.20 feet to a Found 5/8" Rebar; THENCE South 72 deg 29 min 43 sec West – 115.83 feet to a SRD; THENCE North 12 deg 45 min 43 sec East – 148.38 feet to a SRD; THENCE North 02 deg 05 min 42 sec East – 362.15 feet to a SRD; THENCE South 82 deg 12 min 14 sec West – 212.06 feet to a SRD; THENCE North 01 deg 01 min 34 sec West – 132.21 feet to the POINT of BEGINNING, containing 3.834 acres, more or less.

Exhibit B

Access Easement No. 3

Devil's Alley Mitigation Site
Chatham County, NC
SPO File Number: 19-LA-113

All of the Access Easement 3, described as a New Variable Width Non-exclusive Access Easement for ingress, egress, and regress to be conveyed to the State of North Carolina of the Devil's Alley Site over a portion of the land of Robert McMasters (DB: 1886, PG: 492), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

Access Easement 3 being located adjacent to Conservation Easement Area 2B and Conservation Easement Area 3A.

BEGINNING at a Set 5/8" Rebar with Disc, labeled as Point No. 21 having NC State Plane Coordinates (NAD'83, 2011) of N: 755,344.71', E: 1,840,751.23'; THENCE North 87 deg 00 min 49 sec East – 75.04 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 01 deg 01 min 34 sec East – 132.21 feet to a SRD; THENCE South 84 deg 47 min 35 sec West – 75.20 feet to a SRD; THENCE North 01 deg 01 min 34 sec West – 135.12 feet to the POINT of BEGINNING containing 0.230 acres, more or less.

FILED
CHATHAM COUNTY NC
LUNDAY A. RIGGSBEE
REGISTER OF DEEDS
FILED Jul 01, 2024
AT 11:01:56 am
BOOK 02421
START PAGE 0014
END PAGE 0028
INSTRUMENT # 05615
EXCISE TAX (None)

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

SPO File Number: 19-LA-114

DMS Project Number: 100636

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
c/o Mr. Blane Rice
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made
This 1st day of July, 2024, by Walter Jack Smith and Janie Smith
("Grantor"), whose mailing address is 3208 Pike Farm Road, Staley, NC 27355, 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,
employees, agents, successors, and assigns, and shall include singular, plural, masculine, feminine,
or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of
North Carolina has established the Division of Mitigation Services (formerly known as the
Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of
Environmental Quality (formerly known as 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

FILED	Jul 15, 2024
AT	09:09:13 AM
BOOK	02422
START PAGE	1096
END PAGE	1099
INSTRUMENT #	06020
EXCISE TAX	\$0.00

SUBORDINATION AGREEMENT

Prepared by & Return to: David W. Cox, Gavin & Cox, Attorneys, 113 Worth Street, Asheboro, NC 27203

This Subordination Agreement is made and entered into as of the 11th day of July, 2024, by and between The Fidelity Bank, to and for the benefit of Robert L. McMasters and wife, Laurie C. McMasters (the "Borrower," whether one or more).

The Fidelity Bank is the present owner and holder of one or more notes, the repayment of which is secured by a deed of trust duly recorded in the Office of the Register of Deeds for Chatham County, North Carolina in Book 2150, Page 558 and UCC Financing Statement in Book 2152, Page 392.

Borrower is entering into or has entered into an conservation easement transaction with Clearwater Mitigation, LLC,

Now, therefore, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, The Fidelity Bank agrees, covenant and declare for the benefit of the Borrower as follows:

1. The property which is the subject of this Subordination Agreement (the "Property") is:

See attached Exhibit A.
2. With respect only to the Property identified in Paragraph 1 of this Subordination Agreement, the lien of the Existing Deed of Trust and UCC Financing Statement on this easement property shall be equal in priority to (i) the Conservation Easement. Any foreclosure of the existing Deed of Trust shall not affect the rights of others to use the easement area. The Conservation Easement shall be recorded in the Office of the Register of Deeds for Chatham County, North Carolina.
3. This instrument is intended solely to subordinate the lien of the Existing Deed of Trust upon the Property identified in Paragraph 1 to the Conservation Easement in order to accommodate the Borrower's desire to enter into the Conservation Easement transaction. This instrument is not a subordination of debt.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her hand and seal or caused this instrument to be signed and sealed in its name by a person or persons duly authorized, all as of the date of this instrument.

The Fidelity Bank

By: [Signature]

SE. VICE President

STATE OF NORTH CAROLINA, Wake COUNTY

I, Jamie Heckendorn a Notary Public of said County and State, do hereby certify that
KEVIN ROSE personally came before me this day and acknowledged that he (or she) is
SE. VICE President of The Fidelity Bank, a corporation, and that he/she, being authorized as such to do so,
executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal this 11TH day of July, 2024.

Jamie Heckendorn
Notary Public

My Commission Expires: 03/23/2025

(Notary Seal/Stamp)

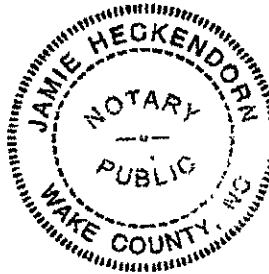


Exhibit A

Conservation Easement Area 2B

Devil's Alley Mitigation Site

Chatham County, NC

SPO File Number: 19-LA-113

All of the conservation easement of the Devil's Alley Site over a portion of the land of Robert McMasters (DB: 1886, PG: 492), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 17, having NC State Plane Coordinates (NAD'83, 2011) of N: 755,361.69, E: 1,840,411.03; THENCE North 05 deg 00 min 29 sec East - 46.25 feet to a Found 3/4" Pipe; THENCE South 88 deg 08 min 58 sec East - 231.11 feet to a Found 1" Pipe; THENCE South 00 deg 31 min 23 sec West - 32.05 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 77 deg 29 min 22 sec East - 108.03 feet to a SRD; THENCE South 01 deg 01 min 34 sec East - 135.12 feet to a SRD; THENCE North 88 deg 12 min 58 sec West - 355.15 feet to a SRD; THENCE North 05 deg 00 min 29 sec East - 141.56 feet to the POINT of BEGINNING, containing 1.383 acres, more or less.

Conservation Easement Area 3A

Devil's Alley Mitigation Site

Chatham County, NC

SPO File Number: 19-LA-113

All of the conservation easement of the Devil's Alley Site over a portion of the land of Robert McMasters (DB: 1886, PG: 492), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 26, having NC State Plane Coordinates (NAD'83, 2011) of N: 755,348.62, E: 1,840,826.17; THENCE North 74 deg 15 min 00 sec East - 279.48 feet to a Set 5/8" Rebar with Disc (SRD); THENCE North 29 deg 12 min 15 sec East - 193.92 feet to a SRD; THENCE North 79 deg 53 min 45 sec East - 147.61 feet to a SRD; THENCE South 15 deg 24 min 23 sec West - 211.20 feet to a Found 1" Pipe; THENCE South 15 deg 21 min 01 sec West - 191.29 feet to a Found 1" Pipe; THENCE South 15 deg 16 min 47 sec West - 215.05 feet to a SRD; THENCE South 15 deg 16 min 47 sec West - 14.73 feet to a Found 1" Pipe; THENCE South 15 deg 18 min 05 sec West - 245.20 feet to a Found 5/8" Rebar; THENCE South 72 deg 29 min 43 sec West - 115.83 feet to a SRD; THENCE North 12 deg 45 min 43 sec East - 148.38 feet to a SRD; THENCE North 02 deg 05 min 42 sec East - 362.15 feet to a SRD; THENCE South 82 deg 12 min 14 sec West - 212.06 feet to a SRD; THENCE North 01 deg 01 min 34 sec West - 132.21 feet to the POINT of BEGINNING, containing 3.834 acres, more or less.

Exhibit A (continued)

Access Easement No. 3
Devil's Alley Mitigation Site
Chatham County, NC
SPO File Number: 19-LA-113

All of the Access Easement 3, described as a New Variable Width Non-exclusive Access Easement for ingress, egress, and regress to be conveyed to the State of North Carolina of the Devil's Alley Site over a portion of the land of Robert McMasters (DB: 1886, PG: 492), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

Access Easement 3 being located adjacent to Conservation Easement Area 2B and Conservation Easement Area 3A.

BEGINNING at a Set 5/8" Rebar with Disc, labeled as Point No. 21 having NC State Plane Coordinates (NAD'83, 2011) of N: 755,344.71', E: 1,840,751.23'; THENCE North 87 deg 00 min 49 sec East - 75.04 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 01 deg 01 min 34 sec East - 132.21 feet to a SRD; THENCE South 84 deg 47 min 35 sec West - 75.20 feet to a SRD; THENCE North 01 deg 01 min 34 sec West - 135.12 feet to the POINT of BEGINNING containing 0.230 acres, more or less.

STATE OF NORTH CAROLINA, COUNTY PRESENTED FOR
REGISTRATION AND RECORDED IN BOOK: PAGE: THIS
DAY OF 20 AT O'CLOCK
M.

BY
REGISTER OF DEEDS DEPUTY / ASST REGISTER OF DEEDS

I, Amy W. Moore, REVIEW OFFICER FOR CHATHAM COUNTY,
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED
MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Amy W. Moore 6/28/24
REVIEW OFFICER DATE

NOTES:

1. BEARINGS ARE GRID NORTH. NCSPCS NAD '83, US SURVEY FOOT.
2. TIE TO GRID COMPLETED BY RTK GPS (VRS)
3. AREAS COMPUTED BY COORDINATE GEOMETRY.
4. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
5. ADJOINING LAND OWNERS WERE IDENTIFIED USING THE CURRENT
ONLINE COUNTY GIS TAX MAPS.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE
REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS,
RIGHTS-OF-WAY, OR RESTRICTIONS NOT SHOWN ON THIS PLAT.
7. NOT ALL UTILITIES OR IMPROVEMENTS SHOWN.
8. PARCEL IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA,
ZONE AE. SEE MAP NUMBER 3710874400K, EFFECTIVE 11/17/2017.
9. PARCELS ARE PARTIALLY LOCATED IN THE ROCKY RIVER WATERSHED
DISTRICT WS-III BE, AS WELL AS THE ROCKY RIVER WATERSHED RIVER
CORRIDOR.
10. PARCELS ARE NOT LOCATED IN A JORDAN LAKE WATERSHED DISTRICT

CERTIFICATE OF PLAT BEING EXEMPT FROM THE SUBDIVISION REGULATIONS

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

June 28 20 24
Paula D. Shubin
PLANNING DIRECTOR OR AUTHORIZED REPRESENTATIVE

CORNER DESCRIPTIONS	
POINT #	DESCRIPTION
1-17	SET #5 REBAR WITH ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT"
18	FOUND 3/4" PIPE
19	FOUND 1" PIPE
20-29	SET #5 REBAR WITH ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT"
30-31	FOUND 1" PIPE
32-33	SET #5 REBAR WITH ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT"
34	FOUND 5/8" REBAR
35-66	SET #5 REBAR WITH ALUMINUM 3 1/4" CAP INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT"
67-69	FOUND 1" PIPE
70-71	FOUND 3/4" PIPE
72	FOUND 1/2" REBAR
73	FOUND 5/8" REBAR
74-78	FOUND 1" PIPE
79	FOUND 3/4" PIPE
80	FOUND 1" PIPE
81-83	FOUND 3/4" PIPE
84	FOUND 1" PIPE
85	FOUND 5/8" REBAR
86	FOUND 1" PIPE
87	FOUND 1/2" REBAR

I CERTIFY THAT:

THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION
OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER
EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.
REFERENCE GS47-30f(11)d.

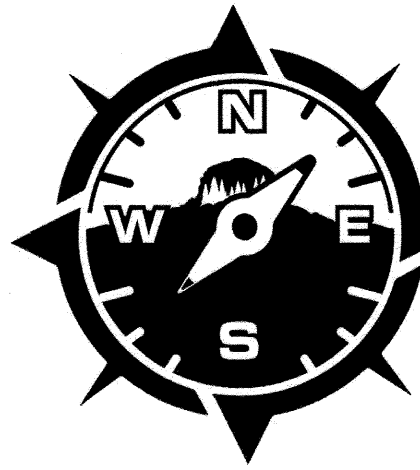
Jonathan Cory George
PROFESSIONAL LAND SURVEYOR

I, JONATHAN CORY GEORGE, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY
SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN:
DEED BOOK/PAGE: 812/133, 1765/210, 1777/813 & 1886/492. THAT THE BOUNDARIES NOT
SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLOTTED FROM
INFORMATION REFERENCE HEREON; AND THAT THE GLOBAL NAVIGATION SATELLITE
SYSTEM (GNSS) WAS USED TO PERFORM THIS SURVEY AND THE FOLLOWING
INFORMATION WAS USED:

1. CLASS OF SURVEY: CLASS A
2. POSITIONAL ACCURACY: 0.022'
3. TYPE OF GPS FIELD PROCEDURE: RTK, BASE/ROVER
4. DATES OF SURVEY: 01/2/2023 (CONTROL)
5. DATUM/EPOCH: NAD '83 (2011)
6. PUBLISHED/FIXED CONTROL: VRS
7. GEOID MODEL: GEOID 18 (CONUS)
8. COMBINED FACTOR: 0.99994309
9. UNITS: US SURVEY FEET

THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND
SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600) AND WAS PREPARED IN
ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL,
THIS 12TH DAY OF JUNE, 2024.

DEVILS ALLEY CONSERVATION EASEMENT EXEMPT CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY DIVISION OF MITIGATION SERVICES



PILOTSE
SURVEYORS • ENGINEERS

NCBELS FIRM NO. C-4724
PO BOX: 879, PILOT MOUNTAIN, NC
27041 www.pilotse.com | 336-422-6741

DEVILS ALLEY SITE

DMS PROJECT ID NO. 100636

SPO FILE NUMBERS: 19-LA-112, 19-LA-113, 19-LA-114

COORDINATES ALONG CONSERVATION EASEMENT			COORDINATES ALONG CONSERVATION EASEMENT			COORDINATES ALONG CONSERVATION EASEMENT		
POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
1	755,676.64	1,839,252.46	23	755,220.67	1,840,398.67	45	756,331.70	1,841,275.21
2	755,434.61	1,839,541.77	24	755,203.98	1,840,291.74	46	756,332.96	1,841,078.38
3	755,381.23	1,839,635.95	25	755,234.34	1,840,179.31	47	756,372.46	1,840,924.95
4	755,368.46	1,839,854.13	26	755,348.62	1,840,826.17	48	756,516.60	1,840,843.01
5	755,502.39	1,839,855.65	27	755,424.48	1,841,095.16	49	756,500.04	1,841,234.29
6	755,499.13	1,840,093.96	28	755,593.75	1,841,189.77	50	756,453.19	1,841,431.42
7	755,452.23	1,840,112.79	29	755,619.65	1,841,335.09	51	756,341.21	1,841,578.82
8	755,261.45	1,840,109.73	30	755,416.04	1,841,278.98	52	756,233.28	1,841,648.13
9	755,261.64	1,840,047.89	31	755,231.58	1,841,228.35	53	756,233.28	1,841,674.08
10	755,204.78	1,839,852.23	32	755,024.13	1,841,171.67	54	756,475.70	1,841,809.63
11	755,175.35	1,839,712.08	33	754,800.01	1,841,182.12	55	756,464.75	1,842,068.33
12	755,198.79	1,839,628.75	34	754,773.42	1,841,103.09	56	756,133.62	1,841,862.49
13	755,304.26	1,839,446.46	35	754,738.58	1,840,992.62	57	756,118.08	1,841,862.37
14	755,536.53	1,839,188.91	36	754,883.30	1,841,025.40	58	755,769.03	1,841,859.75
15	755,368.80	1,840,181.46	37	755,245.20	1,841,038.63	59	755,549.66	1,841,972.41
16	755,350.64	1,840,298.06	38	755,216.44	1,840,828.54	60	755,357.17	1,842,005.76
17	755,361.69	1,840,411.03	39	755,645.70	1,841,394.13	61	755,142.76	1,842,008.21
18	755,407.76	1,840,415.06	40	755,731.73	1,841,519.93	62	755,125.40	1,841,768.41
19	755,400.16	1,840,646.05	41	756,020.36	1,841,563.34	63	755,268.58	1,841,764.94
20	755,368.11	1,840,645.76	42	756,132.81	1,841,515.25	64	755,529.00	1,841,671.19
21	755,344.71	1,840,751.23	43	756,147.01	1,841,509.17	65	755,414.42	1,841,438.55
22	755,209.61	1,840,753.65	44	756,281.66	1,841,429.27	66	755,405.09	1,841,327.83

CONSERVATION EASEMENT ACREAGE DATA		
CONSERVATION EASEMENT AREA 1	SMITH TRACT PARCEL NO. 119 DEED BK: 812 PG: 133	TOTAL ACRES: 4.344
CONSERVATION EASEMENT AREA 2A	FOGLEYMAN TRACT PARCEL NO. 71806 DEED BK: 1777 PG: 813	TOTAL ACRES: 0.732
CONSERVATION EASEMENT AREA 2B	McMASTERS TRACT PARCEL NO. 114 DEED BK: 1886 PG: 492	TOTAL ACRES: 1.383
CONSERVATION EASEMENT AREA 3A	McMASTERS TRACT PARCEL NO. 114 DEED BK: 1886 PG: 492	TOTAL ACRES: 3.834
CONSERVATION EASEMENT AREA 3B	SMITH TRACT PARCEL NO. 90258 DEED BK: 1765 PG: 210	TOTAL ACRES: 0.206
CONSERVATION EASEMENT AREA 4A	SMITH TRACT PARCEL NO. 90258 DEED BK: 1765 PG: 210	TOTAL ACRES: 8.278
CONSERVATION EASEMENT AREA 4B	SMITH TRACT PARCEL NO. 119 DEED BK: 812 PG: 133	TOTAL ACRES: 5.121

COORDINATES ALONG TIE LINES		
POINT #	NORTHING	EASTING
67	755,839.27	1,839,308.10
68	755,886.88	1,839,225.33
69	755,773.45	1,839,855.47
70	755,522.52	1,839,851.41
71	755,518.26	1,840,148.60
72	754,702.40	1,840,877.90
73	754,533.84	1,840,852.87
74	755,009.93	1,841,167.79
75	755,631.72	1,841,338.42
76	755,776.41	1,841,377.52
77	756,134.49	1,841,475.73
78	756,140.58	1,841,328.13
79	756,168.59	1,840,862.87
80	756,123.83	1,841,725.27
81	756,102.46	1,842,234.33
82	756,107.24	1,842,240.07
83	756,371.87	1,842,276.62
84	756,505.20	1,842,285.16
85	756,559.79	1,842,302.78
86	756,567.07	1,840,832.95
87	756,598.40	1,840,087.15

Parcel Line Table		
Line #	Length	Direction
L1	108.26	S60° 27' 16"E
L2	50.54	S21° 52' 11"E
L3	61.85	N89° 49' 28"W
L4	86.57	N74° 17' 29"W
L5	46.25	N5° 00' 29"E
L6	32.05	S0° 31' 23"W
L7	83.39	S71° 24' 20"W
L8	115.83	S72° 29' 43"W
L9	15.45	N23° 09' 17"W
L10	25.95	N90° 00' 00"E
L11	15.55	S0° 25' 50"W
L12	20.57	N11° 53' 42"W
L13	12.52	S15° 24' 23"W
L14	14.73	S15° 16' 47"W
L15	39.55	S87° 33' 15"E
L16	7.47	N50° 09' 19"E
L17	55.12	N7° 56' 52"E
L18	74.67	S68° 42' 34"E
L19	74.67	S68° 42' 34"E
L20	75.20	S84° 47' 35"W
L21	75.04	N87° 00' 49"E
L22	50.13	S77° 12' 33"E
L23	64.54	N66° 11' 22"E

CERTIFICATION OF OWNERSHIP AND DEDICATION - PARCEL NO. 114

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

Robert Lee McMASTERS
ROBERT "LEE" McMASTERS
Laurie McMASTERS
LAURIE McMASTERS

6-27-2024
DATE
6-27-2024
DATE

OWNER CERTIFICATION OF PLAT BEING EXEMPT FROM THE SUBDIVISION REGULATIONS - PARCEL NO. 114

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

Robert Lee McMASTERS
ROBERT "LEE" McMASTERS
Laurie McMASTERS
LAURIE McMASTERS

6-27-2024
DATE
6-27-2024
DATE

CERTIFICATION OF OWNERSHIP AND DEDICATION - PARCEL NO. 71806

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

Barbara Fogleman
BARBARA FOGLEMAN
Roger Fogleman
ROGER FOGLEMAN

6/24/24
DATE
6/24/2024
DATE

OWNER CERTIFICATION OF PLAT BEING EXEMPT FROM THE SUBDIVISION REGULATIONS - PARCEL NO. 71806

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

Barbara Fogleman
BARBARA FOGLEMAN
Roger Fogleman
ROGER FOGLEMAN

6/24/24
DATE
6/24/2024
DATE

CERTIFICATION OF OWNERSHIP AND DEDICATION - PARCEL NO. 119, 90258

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

Walter "Jackie" Smith
WALTER "JACKIE" SMITH
Jane Smith
JANE SMITH

6-27-24
DATE
6-27-24
DATE

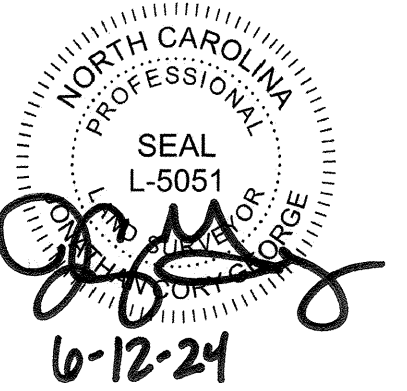
OWNER CERTIFICATION OF PLAT BEING EXEMPT FROM THE SUBDIVISION REGULATIONS - PARCEL NO. 119, 90258

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

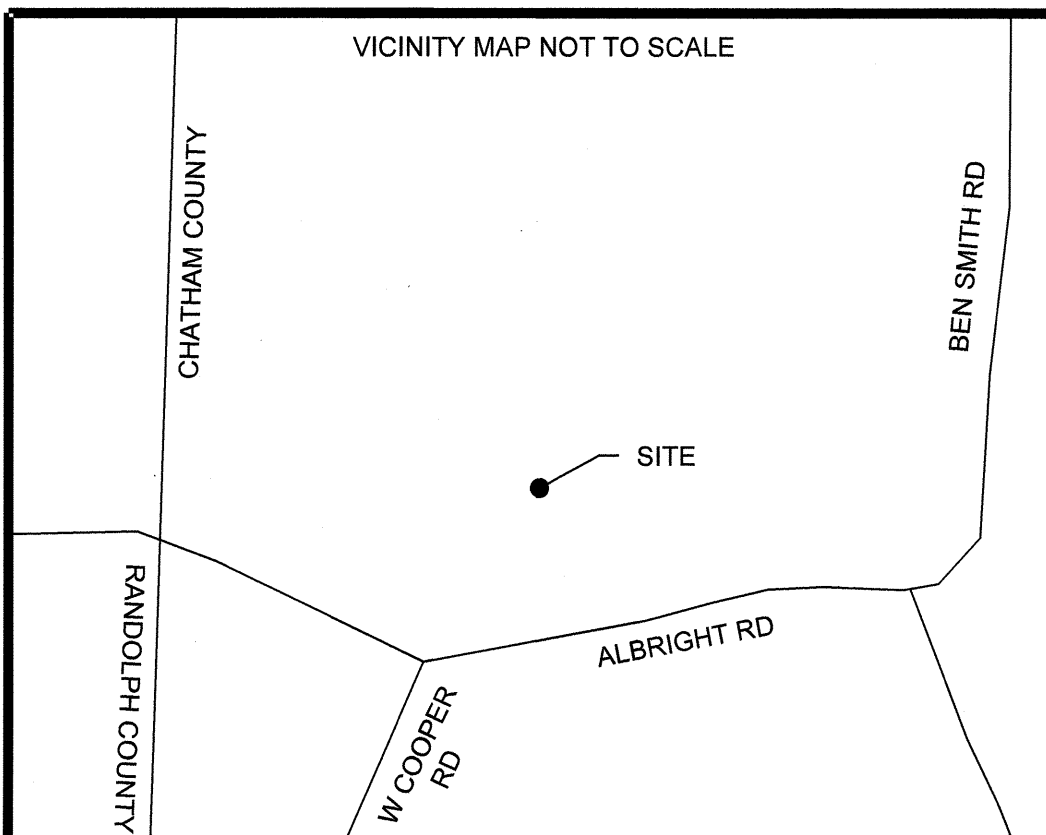
Walter "Jackie" Smith
WALTER "JACKIE" SMITH
Jane Smith
JANE SMITH

6-27-24
DATE
6-27-24
DATE

FILED Jun 28, 2024 02:39:07 pm
PLAT SLIDE 02024 — 0230
INSTRUMENT 05572



SHEET 1 OF 2



STATE OF NORTH CAROLINA, COUNTY PRESENTED FOR
REGISTRATION AND RECORDED IN BOOK: PAGE: THIS
DAY OF 20 AT O'CLOCK
M.

REGISTER OF DEEDS BY
DEPUTY / ASST REGISTER OF DEEDS

I, Amy W. Moore, REVIEW OFFICER FOR CHATHAM COUNTY,
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED
MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Amy W. Moore 6/28/24
REVIEW OFFICER DATE

SITE DATA

PARCEL NO.	OWNER(S)	ADDRESS	ZONING
114	ROBERT McMASTERS	1425 ALBRIGHT RD STALEY, NC 27355	R-5
119	WALTER & JANIE SMITH	3208 PIKE FARM RD STALEY, NC 27355	R-5
71806	BARBARA FOGLEMAN	3205 SW SMITH RD MOUNTAIN HOME, ID 83647	R-5
90258	WALTER & JANIE SMITH	3208 PIKE FARM RD STALEY, NC 27355	R-5

FILED JUN 28 2024
PLAT 812 PG 133
INSTRUMENT 08213
REGISTERED
CHATHAM COUNTY, NC
COUNTY CLERK
0331

DALE & ROBIN GOINS
PARCEL NO. 77782
DEED BK. 864 PG. 1044
PLAT BK. 2001 PG. 105

NORTH CAROLINA CONFERENCE OF
THE UNITED METHODIST CHURCH
PARCEL NO. 62195
PIN: 8745-05-0686
DEED BK. F PG. 263
(CEMETERY LOCATED ON THIS
PARCEL)

BARBARA FOGLEMAN
PARCEL NO. 71806
PIN: 8745-05-3678
DEED BK. 1777 PG. 813

ACCESS EASEMENT NO. 2
NEW NON-EXCLUSIVE ACCESS
EASEMENT FOR INGRESS, EGRESS,
& REGRESS TO CONSERVATION
EASEMENTS. (AREA = +/- 0.216 AC)

CONSERVATION EASEMENT AREA 2A
TOTAL ACRES: 0.732

CONSERVATION EASEMENT AREA 2B
TOTAL ACRES: 1.383

ACCESS EASEMENT NO. 3
NEW NON-EXCLUSIVE ACCESS
EASEMENT FOR INGRESS, EGRESS,
& REGRESS TO CONSERVATION
EASEMENTS. (AREA = +/- 0.230 AC)

WALTER & JANIE SMITH
PARCEL NO. 119
PIN: 8735-95-5757
DEED BK. 812 PG. 133

ROBERT McMASTERS
PARCEL NO. 114
PIN: 8745-05-8122
DEED BK. 1886 PG. 492
PLAT BK. 96 PG. 364

PHILLIP TUTTLE
PARCEL NO. 120
DEED BK. 1454 PG. 259
PLAT BK. 2015 PG. 185

ZONE X
EXTENTS OF THE 1% ANNUAL
CHANCE FLOOD ZONE (TYP.)

ZONE AE

ZONE X

MARY ARRINGTON
PARCEL NO. 87489
DEED BK. 1339 PG. 801
PLAT BK. 2014 PG. 291

CERTIFICATE (12) OF AGRICULTURAL DISTRICT

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

CERTIFICATE (20)

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

INSET 1

SCALE: 1" = 60'

EX. SHED

EXISTING GRAVEL
ROAD - McMASTERS
PROPERTY

EX. HOME

DONNA & ROBBIE HOOKER
PARCEL NO. 68053
DEED BK. 2238 PG. 150
PLAT BK. 92 PG. 77

CALC. PT
ON R/W

PHYSICAL ACCESS EASEMENT NO. 1 - SMITH PROPERTY
NEW 12' WIDE NON-EXCLUSIVE ACCESS EASEMENT, 12'
PARALLEL TO EX. PROPERTY LINE, EXTENDING TO NCDOT
R/W AND NEW CONSERVATION EASEMENT FOR INGRESS,
EGRESS, & REGRESS TO CONSERVATION EASEMENTS.
(AREA = +/- 0.05 AC, BY COORDINATE GEOMETRY).

ALBRIGHT ROAD
SR-1304

WALTER & JANIE SMITH
PARCEL NO. 90258
PIN: 8745-15-7332
DEED BK. 1765 PG. 210
PLAT BK. 96 PG. 364

ROBERT McMASTERS
PARCEL NO. 114
PIN: 8745-05-8122
DEED BK. 1886 PG. 492
PLAT BK. 96 PG. 364

ROBERT & CLARA
McMASTERS LIFE ESTATE
PARCEL NO. 118
DEED BK. 2238 PG. 150

DONNA & ROBBIE HOOKER
PARCEL NO. 68053
DEED BK. 2238 PG. 150
PLAT BK. 92 PG. 77

WALTER & JANIE SMITH
PARCEL NO. 90258
PIN: 8745-15-7332
DEED BK. 1765 PG. 210
PLAT BK. 96 PG. 364

TERRY McMASTERS
PARCEL NO. 115
DEED BK. 708 PG. 103
PLAT BK. 96 PG. 364

SHEET 2 OF 2

EXEMPT CONSERVATION EASEMENT SURVEY

for
THE STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF MITIGATION SERVICES

ALBRIGHT TOWNSHIP
CHATHAM COUNTY, NORTH CAROLINA
DATES SURVEYED: 01/02-06, 01/09/2023 & 06/12-13/2024
DRAWN BY: C. GEORGE & A. HUTCHINS
FIELD CREW: AH, JT, CG, JC, BF, WS
PROJECT NO: 23-322

DEVILS ALLEY SITE
DMS PROJECT ID NO. 100636
SPO FILE NUMBERS: 19-LA-112, 19-LA-113, 19-LA-114



PILOTSE
SURVEYORS • ENGINEERS
NCBELS FIRM NO. C-4724
PO BOX: 879, PILOT MOUNTAIN, NC 27041
www.pilotse.com | 336-422-6741

100 0 50 100 200
SCALE: 1" = 100'

LEGEND

- EXISTING IRON MON.
- SET 5/8" REBAR
- ⊗ CALCULATED POINT
- △ TRAVERSE STATION
- ▣ CONCRETE MONUMENT
- ⊗ PK NAIL
- ⊗ RAW MONUMENT
- ⊗ R.R. SPIKE
- STONE
- WATER METER
- ⊗ SEWER CLEANOUT
- ⊗ SEWER MANHOLE
- ⊗ STORM MANHOLE
- ⊗ FIRE HYDRANT
- ⊗ UTILITY POLE
- ⊗ SINGLE POLE SIGN
- ⊗ WATER VALVE
- ⊗ WELL
- ⊗ GUY WIRE
- BOUNDARY LINE
- LINE NOT SURVEYED
- R/W
- RIGHT OF WAY
- EASEMENT
- OVERHEAD ELEC
- UNDERGRD ELEC
- WATER LINE
- SEWER LINE
- GAS LINE
- STORM LINE
- DITCH CNTRLINE
- CHAIN LINK FENCE

2024-231

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between Clearwater Mitigation Solutions, LLC whose mailing address is 604 Macon Place, Raleigh, NC 27609, and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 452048014-1.

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 recognized that the Wetlands Restoration Program was to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Ecosystem Enhancement Program with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

WHEREAS, the authority for 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 and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Albright Township, Chatham County, North Carolina (the "**Property**"). and being more particularly described as:

Tract 1: Parcel Identification Number: 8735-0095-5757, SPO File No. 19-LA-114
Being all of that certain parcel of land containing approximately 58.24 acres and being
conveyed to the Grantor by deed as recorded in **Deed Book 812 at Page 133** of the
Chatham County Registry, North Carolina;

Tract 2: Parcel Identification Number: 8745-0015-7332, SPO File No. 19-LA-114
Being all of that certain parcel of land containing approximately 23.65 acres and being
conveyed to the Grantor by deed as recorded in **Deed Book 1765 at Page 210** of the
Chatham County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over
the herein described areas of the Property, thereby restricting and limiting the use of the areas of
the Property subject to the Conservation Easement to the terms and conditions and purposes
hereinafter set forth, and Grantee is willing to accept said Easement and Right of Access. The
Conservation Easement shall be for the protection and benefit of the waters of unnamed tributaries
(UTs) to North Prong Rocky River.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and
restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and
conveys unto Grantee forever and in perpetuity, a Conservation Easement and Right of Access
over and upon the Property or such portion(s) thereof described below.

The Conservation Easement Area consists of the following:

Conservation Easement Areas 1, 3B, 4A, and 4B containing a total of 17.949 acres as shown
on the plat of survey entitled "Final Plat, Conservation Easement Survey for The State of North
Carolina Department of Environmental Quality Division of Mitigation Services,
Project Name: Devil's Alley Site, SPO File No. 19-LA-114, DMS Site No. 100636,
Property of Walter Jack Smith and Janie Smith," dated June 12, 2024 by PilotSE, PLS
Number C-4724 and recorded in the Chatham County, North Carolina Register of
Deeds at **Plat Book 2024 Pages 231**.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the
"Conservation Easement Area" or "Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct,
create and preserve wetland and/or riparian resources in the Conservation Easement Area that
contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic
habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation
Easement Area in its natural condition, consistent with these purposes; and to prevent any use of
the Easement Area that will significantly impair or interfere with these purposes. To achieve these
purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and
Right of Access shall be perpetual, and it shall run with, and be a continuing restriction upon the
use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against
Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at the location more particularly described on **Exhibit B** ("Access Easement No. 1, Access Easement No. 2 and Access Easement No. 4") attached hereto and incorporated herein by this reference, to access the Conservation Easement Area for the purposes set forth herein. This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the 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 or its employees, contractors, agents, successors, and assigns. 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 but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

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. This provision shall also apply to the use of any equine species.

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 within the Conservation Easement Area.

A. 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.

B. Agricultural and Silvicultural Use. All agricultural and silvicultural uses are prohibited within the Conservation Easement Area including, but not limited to, any use for cropland, orchards, waste lagoons, timber harvesting or pastureland. Direct application of pesticides and/or agricultural waste within the Conservation Easement Area is prohibited. The Grantor shall be solely responsible for the protection of the Conservation Easement Area from intrusion by livestock and shall be solely responsible for the installation and maintenance of any livestock exclusion measures (e.g. fencing) in accordance with the terms and conditions of this Conservation Easement outside of the Conservation Easement Area for so long as there are livestock on the Property adjacent to the Conservation Easement Area.

C. Structures. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area. All previously existing buildings, facilities, utilities, ponds, dams, stormwater conveyances, wells, mines, and other structures within the Conservation Easement Area shall be shown on the recorded survey plat. Any such structures not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or replaced.

D. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, paving, or other infrastructure in the Conservation Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Easement Area for purposes consistent with this Conservation Easement. Existing roads, trails, or paths may be maintained with loose gravel or vegetation to stabilize or cover the surfaces.

All previously existing roads, trails, bridges, crossings, and other infrastructure within the Conservation Easement Area shall be shown on the recorded survey plat. Any such infrastructure not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or renewed.

E. Signs. No signs shall be permitted in the Conservation Easement Area except boundary signs, 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.

F. 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.

G. 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.

H. 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 are allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use pesticides 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.

I. 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 Conservation Easement Area portion 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.

J. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

K. Disturbance of Natural Features. Any change, disturbance, alteration, or impairment of the natural features of the Conservation Easement Area or any intentional introduction of nonnative plants, trees, and/or animal species by Grantor is prohibited. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

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 Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities

necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include, but are not limited to, the planting of trees, shrubs and herbaceous vegetation, installation of monitoring gauges, 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. Research and Educational Activities. The Grantee shall be permitted to enter, inspect, observe, and study the Conservation Easement Area for the purpose of conducting reasonable educational and scientific research activities related to the condition of the Conservation Easement Area and the protected resources therein. These activities include but are not limited to the installation of monitoring equipment, the creation of monitoring zones, and the performance of surveys, geotechnical investigations, and biological studies. Any parties other than the Grantee, its employees and agents, successors or assigns, desiring to conduct such activities must obtain written permission from both the Grantor and the Grantee in advance and be consistent with the intent of the mitigation project.

D. Signs. The Grantee 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 Area, or identify the project boundaries and the holder of the Conservation Easement.

E. Fences. If livestock is maintained on the Property, the Grantor is required to restrict livestock access to the Conservation Easement Area. If the Grantor fails to restrict livestock access to the Conservation Easement Area, Grantee reserves the right to repair or install livestock exclusion devices (i.e., fences) within the Conservation Area at its sole discretion and to recover the cost of such installation or repairs from Grantor. In such cases, Grantor must provide access to Grantee to make such installation and repairs. Grantee shall have no responsibility to repair or maintain any fences installed under this provision.

F. Crossing Area(s). Grantee is not responsible for the maintenance of crossing area(s), however, the Grantee after the appropriate notice required under this Conservation Easement, reserves the right to repair crossing area(s) at its sole discretion and to recover the cost of such repairs from Grantor if such repairs are needed as a result of activities of the Grantor. In such cases, the Grantor must provide access to the Grantee to make repairs.

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or

use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) 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 the Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee has 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. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail ("email"), or by personal contact with the Grantor (i.e., phone or in-person).

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 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. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee to enforce the terms of this Conservation Easement against Grantor or to protect Grantee's rights and interests in and to the Conservation Easement and Access Easement, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement and any legal expenses or court costs, including reasonable attorney's fees, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

VI. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property is 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.

G. Grantor agrees that any subsequent lease, deed, or other legal instruments by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

D. 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 and shall be binding on any successor owners.

E. This Conservation Easement and Right of Access may be amended, but only in a 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. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

Division Engineer
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

and

Division of Mitigation Services
1652 Mail Service Center
Raleigh, NC 27699-1652

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., § 143-214.12(a1) and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VII. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

TO HAVE AND TO HOLD, the said rights and easements perpetually unto the Grantee for the aforesaid purposes,

AND Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

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

Walter Jack Smith (SEAL)
Walter Jack Smith

Janie Smith (SEAL)
Janie Smith

NORTH CAROLINA
COUNTY OF Randolph

I, Traci J McDaniel, a Notary Public in and for the County and State aforesaid, do hereby certify that Walter Jack Smith and Janie Smith, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Walter Jack Smith Jr + Janie Smith
IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 1st day of July, 2024.

Traci J McDaniel
Notary Public

My commission expires: 01-18-2025



Exhibit A

Conservation Easement Area 1

Devil's Alley Mitigation Site
Chatham County, NC
SPO File No. 19-LA-114

All of the conservation easement of the Devil's Alley Site over a portion of the land of Walter Smith and Janie Smith (DB: 812, PG: 133), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 1, and being the northwesternmost corner of the Conservation Easement, having NC State Plane Coordinates (NAD'83, 2011) of N: 755,676.64', E: 1,839,252.46' and being further located South 18 deg 53 min 18 sec West – 171.89 feet from a Found 1" Pipe (Point No. 67); THENCE South 50 deg 05 min 10 sec East – 377.19 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 60 deg 27 min 16 sec East – 108.26 feet to a SRD; THENCE South 86 deg 38 min 59 sec East – 218.55 feet to a SRD; THENCE North 00 deg 39 min 06 sec East – 133.95 feet to a SRD; THENCE South 89 deg 12 min 57 sec East – 238.33 feet to a SRD; THENCE South 21 deg 52 min 11 sec East – 50.54 feet to a SRD; THENCE South 00 deg 55 min 03 sec West – 190.81 feet to a SRD; THENCE North 89 deg 49 min 28 sec West – 61.85 feet to a SRD; THENCE South 73 deg 47 min 47 sec West – 203.75 feet to a SRD; THENCE South 78 deg 08 min 30 sec West – 143.20 feet to a SRD; THENCE North 74 deg 17 min 29 sec West – 86.57 feet to a SRD; THENCE North 59 deg 56 min 51 sec West – 210.60 feet to a SRD; THENCE North 47 deg 57 min 12 sec West – 346.81 feet to a SRD; THENCE North 24 deg 23 min 45 sec East – 153.84 feet to the POINT of BEGINNING, containing 4.344 acres, more or less.

Conservation Easement Area 3B

Devil's Alley Mitigation Site
Chatham County, NC
SPO File No. 19-LA-114

All of the conservation easement of the Devil's Alley Site over a portion of the land of Walter Smith and Janie Smith (DB: 1765, PG: 210), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 32, having NC State Plan Coordinates (NAD'83, 2011) of N: 755,024.13, E: 1,841,171.67'; THENCE South 02 deg 40 min 07 sec East – 224.36 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 71 deg 24 min 20 sec West – 83.39 feet to a Found 5/8" Rebar; THENCE North 15 deg 18 min 05 sec East – 245.20 to a Found 1" Pipe; THENCE North 15 deg 16 min 47 sec East – 14.73 feet to the POINT of BEGINNING, containing 0.206 acres, more or less.

Conservation Easement Area 4A

Devil's Alley Mitigation Site

Chatham County, NC

SPO File No. 19-LA-114

All of the conservation easement of the Devil's Alley Site over a portion of the land of Walter Smith and Janie Smith (DB: 1765, PG: 210), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 39, having NC State Plan Coordinates (NAD'83, 2011) of N: 755,645.70', E: 1,841,394.13'; THENCE North 55 deg 37 min 59 sec East – 152.40 feet to a Set 5/8" Rebar with Disc (SRD); THENCE North 08 deg 33 min 07 sec East – 291.87 feet to a SRD; THENCE North 23 deg 09 min 17 sec West – 122.30 feet to a SRD; THENCE South 87 deg 33 min 15 sec East – 210.22 feet to a Found 1" Pipe; THENCE South 87 deg 35 min 43 sec East – 137.22 feet to a SRD; THENCE South 00 deg 25 min 50 sec West – 349.06 feet to a SRD; THENCE South 27 deg 10 min 58 sec East – 246.61 feet to a SRD; THENCE South 09 deg 49 min 50 sec East – 195.36 feet to a SRD; THENCE South 00 deg 39 min 19 sec East – 214.42 feet to a SRD; THENCE South 85 deg 51 min 33 sec West – 240.43 feet to a SRD; THENCE North 01 deg 23 min 21 sec West – 143.23 feet to a SRD; THENCE North 19 deg 47 min 56 sec West – 276.78 feet to a SRD; THENCE South 63 deg 46 min 41 sec West – 259.33 feet to a SRD; THENCE South 85 deg 11 min 11 sec West – 111.11 feet to a SRD; THENCE North 15 deg 24 min 23 sec East – 249.58 feet to the POINT of BEGINNING, containing 8.278 acres, more or less.

Conservation Easement Area 4B

Devil's Alley Mitigation Site

Chatham County, NC

SPO File No. 19-LA-114

All of the conservation easement of the Devil's Alley Site over a portion of the land of Walter Smith and Janie Smith (DB: 812, PG: 133), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

BEGINNING at a Set 5/8" rebar with disc, labeled as Point No. 42, having NC State Plan Coordinates (NAD'83, 2011) of N: 756,132.81', E: 1,841,515.25'; THENCE North 23 deg 09 min 17 sec West – 15.45 feet to a Set 5/8" Rebar with Disc (SRD); THENCE North 34 deg 52 min 25 sec West – 139.74 feet to a SRD; THENCE North 65 deg 33 min 06 sec West – 169.23 feet to a SRD; THENCE North 89 deg 37 min 55 sec West – 196.83 feet to a SRD; THENCE North 75 deg 33 min 53 sec West – 158.44 feet to a SRD; THENCE North 29 deg 36 min 58 sec West – 165.80 feet to a SRD; THENCE South 87 deg 34 min 38 sec East – 391.63 feet to a SRD; THENCE South 76 deg 37 min 50 sec East – 202.62 feet to a SRD; THENCE South 52 deg 46 min 32 sec East – 185.11 feet to a SRD; THENCE South 32 deg 42 min 35 sec East – 128.27 feet to a SRD; THENCE North 90 deg 00 min 00 sec East – 25.95 feet to a SRD; THENCE North 29 deg 12 min 44 sec East – 277.74 feet to a SRD; THENCE South 87 deg 34 min 38 sec East – 258.93 feet to a SRD; THENCE South 31 deg 52 min 00 sec West – 389.89 feet to a SRD; THENCE South 00 deg 25 min 50 sec West – 15.55 feet to a SRD; THENCE North 87 deg 35 min 43 sec West – 137.22 feet to a Found 1" Pipe; THENCE North 87 deg 33 min 15 sec West – 210.22 feet to the POINT of BEGINNING, containing 5.121 acres, more or less.

Exhibit B

Access Easement No. 1
Devil's Alley Mitigation Site
Chatham County, NC
SPO File No. 19-LA-114

All of the Access Easement 1, described as a New 12' Wide Non-exclusive Access Easement for ingress, egress, and regress to be conveyed to the State of North Carolina of the Devil's Alley Site over a portion of the land of Walter Smith and Janie Smith (DB: 1765, PG: 210), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

Access Easement 1 being located adjacent, parallel to, and north and east of the below described line, extending to the property line of the Grantor and SR-1304 right-of-way:

BEGINNING at a Found 5/8" Rebar, labeled as Point No. 34, having NC State Plane Coordinates (NAD'83, 2011) of N: 754,773.42', E: 1,841,103.09'; THENCE South 08 deg 44 min 53 sec East – 179.44 feet to a Calculated Point on the north right-of-way line of Albright Road (SR-1304), containing 0.05 acres, more or less.

Access Easement No. 2
Devil's Alley Mitigation Site
Chatham County, NC
SPO File No. 19-LA-114

All of the Access Easement 2, described as a New Variable Width Non-exclusive Access Easement for ingress, egress, and regress to be conveyed to the State of North Carolina of the Devil's Alley Site over a portion of the land of Walter Smith and Janie Smith (DB: 812, PG: 133) and Barbara Fogleman (DB: 1777, PG: 813), lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

Access Easement 2 being located adjacent to Conservation Easement Area 1 and Conservation Easement Area 2A.

BEGINNING at a Set 5/8" Rebar with Disc, labeled as Point No. 8 having NC State Plane Coordinates (NAD'83, 2011) of N: 755,261.45', E: 1,840,109.73'; THENCE North 00 deg 55 min 03 min East – 134.48 feet to a Calculated Point; THENCE South 68 deg 42 min 34 sec East – 74.67 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 00 deg 55 min 03 sec West – 134.48 feet to a SRD; THENCE North 68 deg 42 min 34 sec West – 74.67 feet to the POINT of BEGINNING containing 0.216 acres, more or less.

Access Easement No. 4
Devil's Alley Mitigation Site
Chatham County, NC
SPO File No. 19-LA-114

All of the Access Easement 4, described as a New Variable Width Non-exclusive Access Easement for ingress, egress, and regress to be conveyed to the State of North Carolina of the Devil's Alley Site over a portion of the land of Walter Smith and Janie Smith (DB: 1765, PG: 210) lying and being situated in Albright Township, Chatham County, North Carolina, and more particularly described as follows:

Access Easement 4 being located adjacent to Conservation Easement Area 3A and Conservation Easement Area 4A.

BEGINNING at a Set 5/8" Rebar with Disc, labeled as Point No. 29 having NC State Plane Coordinates (NAD'83, 2011) of N: 755,619.65', E: 1,841,335.09'; THENCE North 66 deg 11 min 22 sec East – 64.54 feet to a Set 5/8" Rebar with Disc (SRD); THENCE South 15 deg 24 min 23 sec West – 249.58 feet to a SRD; THENCE North 77 deg 12 min 33 sec West – 50.13 feet to a Found 1" Pipe; THENCE North 15 deg 24 min 23 sec East – 211.20 feet to the POINT of BEGINNING containing 0.264 acres, more or less.