

Golden Hills

Guilford County

Project ID #100641

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.



**BK: R 8845**  
**PG: 208 - 222**

RECORDED:

07/15/2024

04:06:33 PM

DEPUTY-GB

BY: MISTY MARTIN

**2024031212**  
**GUILFORD COUNTY, NC**  
**JEFF L. THIGPEN**  
**REGISTER OF DEEDS**

NC FEE \$26.00

STATE OF NC

REAL ESTATE

EXTX \$200.00

**Excise Tax: \$200**

**STATE OF NORTH CAROLINA**

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

**GUILFORD COUNTY**

**SPO File Number: 41-LA-2**

**DMS Project Number: 100641**

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

**THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS**, made This 15<sup>th</sup> day of July, 2024, by **Mary Ross Rhodes and husband, William Burgess Rhodes, Jr.; William Ross Dunham and wife, Gina Moss Dunham; Addison Ross Dunham, Unmarried; Quinn Marie Dunham, Unmarried; and Calvin Moss Dunham, Unmarried** (collectively, "**Grantor**"), whose mailing address is **c/o Mary Ross Rhodes, 5920 Davis Mill Road, Greensboro, NC 27406** to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the

NCDMS Full Delivery Conservation Easement Template

AG reviewed 11 May 2017

Submitted electronically by "Arrowhead Law, PLLC"  
 in compliance with North Carolina statutes governing recordable documents  
 and the terms of the submitter agreement with the Guilford County Register of Deeds.

Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly Department of Environment and Natural Resources), for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

**WHEREAS**, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **452048014-06**.

**WHEREAS**, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

**WHEREAS**, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; and

**WHEREAS**, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognizes that the Division of Mitigation Services (formerly Ecosystem Enhancement Program) is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

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

**WHEREAS**, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8<sup>th</sup> day of February 2000; and

**WHEREAS**, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated

the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

**WHEREAS**, Grantor owns in fee simple certain real properties situated, lying, and being in the City of Greensboro, Guilford County, North Carolina (the "**Property**"), and being more particularly described as that certain parcels of land containing approximately 58.33 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 6459, Page 2576** of the Guilford County Registry, North Carolina; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement and Right of Access together with an access easement to and from the Conservation Easement Area described below.

The Conservation Easement Area consists of the following:

Total conservation Easement Area 1 containing a total of 4.158 acres as shown on the plat of survey entitled "Conservation Easement Plat for the State of North Carolina, Department of Environmental Quality, Division of Mitigation Services, Golden Hills Site, SPO# 41-LA-1 and SPO# 41-LA-2, DMS Project #100641", Properties of Mary Ross Rhodes, et al (7769394369), and Lawrence C. Ross, Jr. (7769273669) dated November 30, 2023 and last revised June 12, 2024, prepared by James M. Gellenthin, PLS Number L 3860 (KCI Associates of N.C.) and recorded in the Guilford County, North Carolina Register of Deeds at Plat Book 215, Pages 107 through 109.

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

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

## I. DURATION OF EASEMENT

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

## II. ACCESS EASEMENT

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

## III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

**A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.

**B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

**C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

**D. Damage to Vegetation.** Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation

that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

**E. Industrial, Residential and Commercial Uses.** All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

**F. Agricultural Use.** All agricultural uses are prohibited within the Conservation Easement Area including any use for cropland, waste lagoons, or pastureland.

**G. New Construction.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.

**H. Roads and Trails.** There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement except within a Crossing Area as shown on the recorded survey plat. All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

**I. Signs.** No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.

**J. Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.

**K. Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

**L. Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

**M. Subdivision and Conveyance.** Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the

Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

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

**O. Disturbance of Natural Features.** Any change, disturbance, alteration or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

**P. Crossing Areas.** Grantor reserves the right to the Internal Crossing Area as shown on the plat entitled "Conservation Easement Plat for the State of North Carolina, Department of Environmental Quality, Division of Mitigation Services, Golden Hills Site, SPO# 41-LA-1 and SPO# 41-LA-2, DMS Project #100641", Properties of Mary Ross Rhodes, et al (7769394369), and Lawrence C. Ross, Jr. (7769273669) dated November 30, 2023 and last revised June 12, 2024, prepared by James M. Gellenthin, PLS Number L 3860 (KCI Associates of N.C.) and recorded in the Guilford County, North Carolina Register of Deeds at Plat Book 215, Pages 107 through 109 for the following purposes:

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

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Division of Mitigation Services, 1652 Mail Services Center, Raleigh, NC 27699-1652.

#### **IV. GRANTEE RESERVED USES**

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

**B. Restoration Activities.** These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

**C. Signs.** The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

**D. Fences.** Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservations easements damages the investment and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State (Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

**E. Crossing Area(s).** The Grantee is not responsible for maintenance of crossing area(s), however, the Grantee, its employees and agents, successors or assigns, reserve the right to repair crossing area(s), at its sole discretion and to recover the cost of such repairs from the Grantor if such repairs are needed as a result of activities of the Grantor, his successors or assigns.

## **V. ENFORCEMENT AND REMEDIES**

**A. Enforcement.** To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

**B. Inspection.** The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions and restrictions of this Conservation Easement.

**C. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes.

**D. Costs of Enforcement.** Beyond regular and typical monitoring expenses, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

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

## **VI. MISCELLANEOUS**

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

**B.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

**C.** Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

**D.** Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

**E.** The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

**F.** This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The owner of the Property shall notify the State Property Office and the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property or of any request to void or modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager  
 NC State Property Office  
 1321 Mail Service Center  
 Raleigh, NC 27699-1321

and

General Counsel  
 US Army Corps of Engineers  
 69 Darlington Avenue  
 Wilmington, NC 28403

**G.** The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

## **VII. QUIET ENJOYMENT**

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

**TO HAVE AND TO HOLD**, the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes,

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

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

Mary Ross Rhodes (SEAL)  
Mary Ross Rhodes

William Burgess Rhodes, Jr. (SEAL)  
William Burgess Rhodes, Jr.

William Ross Dunham (SEAL)  
William Ross Dunham

Gina Moss Dunham (SEAL)  
Gina Moss Dunham

Addison Ross Dunham (SEAL)  
Addison Ross Dunham

Quinn Marie Dunham (SEAL)  
Quinn Marie Dunham

Calvin Moss Dunham (SEAL)  
Calvin Moss Dunham

NORTH CAROLINA  
COUNTY OF Guilford

I, Robert W. Bugg, a Notary Public in and for the County and State aforesaid, do hereby certify that **Mary Ross Rhodes and William Burgess Rhodes, Jr.**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

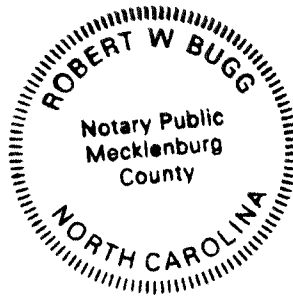
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 5 day of July, 2024.

Robert W. Bugg  
Notary Public

My commission expires:

8-23-2026

(Official Stamp or Seal)



NORTH CAROLINA  
COUNTY OF Guilford

I, Robert W. Bugg, a Notary Public in and for the County and State aforesaid, do hereby certify that **William Ross Dunham and Gina Moss Dunham**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

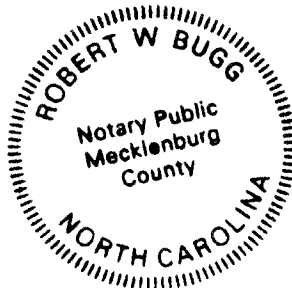
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 5 day of July, 2024.

Robert W. Bugg  
Notary Public

My commission expires:

8-23-2026

(Official Stamp or Seal)



NORTH CAROLINA  
COUNTY OF Guilford

I, Robert W. Bugg, a Notary Public in and for the County and State aforesaid, do hereby certify that **Addison Ross Dunham**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

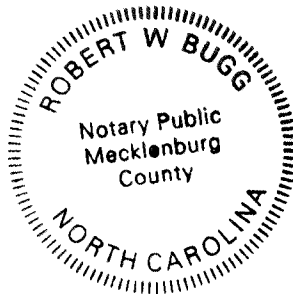
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 5 day of July, 2024.

  
Notary Public

My commission expires:  
8-23-2026

(Official Stamp or Seal)

NORTH CAROLINA  
COUNTY OF Guilford



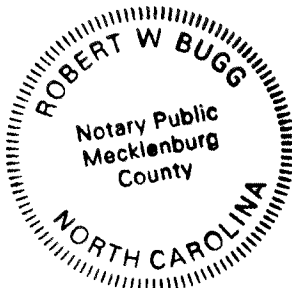
I, Robert W. Bugg, a Notary Public in and for the County and State aforesaid, do hereby certify that **Quinn Marie Dunham**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 5 day of July, 2024.

  
Notary Public

My commission expires:  
8-23-2026

(Official Stamp or Seal)



NORTH CAROLINA  
COUNTY OF Guilford

I, Robert W. Bugg, a Notary Public in and for the County and State aforesaid, do hereby certify that **Calvin Moss Dunham**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

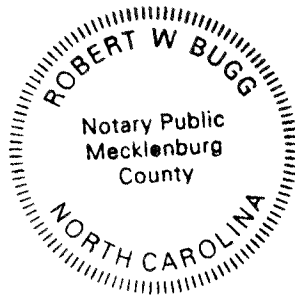
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 5 day of July, 2024.

  
Notary Public

My commission expires:

8-23-2026

(Official Stamp or Seal)



***EXHIBIT A***

A PARCEL OF LAND TO BE USED FOR CONSERVATION EASEMENT PURPOSES LOCATED ON LANDS NOW OR FORMERLY OWNED BY MARY ROSS RHODES ET AL (TAX PIN 7769394369) AS RECORDED IN BOOK 6459 PAGE 2576, LOCATED IN THE CITY OF GREENSBORO, GUILFORD COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF DAVIS MILL ROAD, ALSO BEING THE SOUTHEAST CORNER OF LANDS OWNED BY MARY ROSS RHODES ET AL, SAID POINT HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 798356.659 AND EASTING = 1764177.664; FROM SAID POINT OF COMMENCEMENT; THENCE N 04°36'22" W FOR A DISTANCE OF 202.02 FEET TO THE TRUE POINT OF BEGINNING. SAID BEGINNING POINT HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 798558.024 AND EASTING = 1764161.441; BEING A 5/8" REBAR SET WITH ALUMINUM CAP NO.1

FROM THE POINT OF BEGINNING,  
 THENCE, N 65° 33' 28" W FOR A DISTANCE OF 92.40 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.2;  
 THENCE, N 76° 21' 20" W FOR A DISTANCE OF 276.88 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.3;  
 THENCE, S 72° 51' 01" W FOR A DISTANCE OF 94.90 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.4;  
 THENCE, S 72° 51' 01" W FOR A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.5;  
 THENCE, S 72° 51' 01" W FOR A DISTANCE OF 182.60 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.6;  
 THENCE, S 44° 33' 15" W FOR A DISTANCE OF 68.48 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.7;  
 THENCE, S 62° 40' 21" W FOR A DISTANCE OF 120.65 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.8  
 BEING ON THE SOUTH LINE OF RHODES ET AL LAND;  
 THENCE, N 83° 11' 05" W ON THE SAID SOUTH LINE OF RHODES ET AL LANDS, A DISTANCE OF 120.13 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.9;  
 THENCE, N 83° 11' 05" W, CONTINUING ON THE SAID SOUTH LINE OF RHODES ET AL LANDS, A DISTANCE OF 215.84 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.10;  
 THENCE, N 28° 10' 26" E FOR A DISTANCE OF 259.11 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.11;  
 THENCE, S 68° 24' 29" E FOR A DISTANCE OF 222.70 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.12;  
 THENCE, N 72° 39' 30" E FOR A DISTANCE OF 310.70 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.13;  
 THENCE, N 72° 39' 30" E FOR A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.14;  
 THENCE, N 72° 39' 30" E FOR A DISTANCE OF 137.69 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.15;  
 THENCE, S 76° 09' 53" E FOR A DISTANCE OF 152.98 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.16;  
 THENCE, N 03° 10' 52" W FOR A DISTANCE OF 37.20 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.17;  
 THENCE, S 87° 26' 03" E FOR A DISTANCE OF 70.35 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.18;  
 THENCE, S 03° 10' 52" E FOR A DISTANCE OF 51.47 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.19;  
 THENCE, S 76° 10' 51" E FOR A DISTANCE OF 91.09 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.20;  
 THENCE, S 65° 47' 59" E FOR A DISTANCE OF 62.91 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.21;  
 THENCE S 06° 33' 13" W A DISTANCE OF 137.08 FEET TO THE POINT OF BEGINNING;

SUBJECT TO THE FOLLOWING DESCRIBED INTERNAL EASEMENT CROSSING #1

BEGINNING AT A 5/8" REBAR SET WITH ALLUMINUM CAP NO. 4 ON SOUTHERN LINE OF CONSERVATION EASEMENT #1 DESCRIBED ABOVE; SAID POINT HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 798633.629 AND EASTING = 1763717.488;

THENCE, ALONG THE SOUTHERN LINE OF CONSERVATION EASEMENT #1 S 72° 51' 01" W A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET WITH ALLUMINUM CAP NO. 5;  
 THENCE, N 17° 08' 59" W FOR A DISTANCE OF 126.53 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.13;  
 THENCE, N 72° 39' 30" E FOR A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.14.

THENCE, S 17° 08' 59" E FOR A DISTANCE OF 126.74 FEET TO THE POINT OF BIGEINNING; A 5/8" REBAR SET WITH ALUMINUM CAP NO.4.

INTERNAL EASEMENT CROSSING #1 CONTAINING 7,598 SQUARE FEET OR 0.174 ACRES

CONSERVATION EASEMENT #1 CONTAINING 181,139 SQUARE FEET OR 4.158 ACRES AS SHOWN ON THE PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT PLAT FOR THE STATE OF NORTH CAROLINA, DEPARTEMENT OF ENVIRONMENTAL QUALITY, DIVISION OF MITIGATION SERVICES, GOLDEN HILLS SITE, SPO # 41-LA-1 AND SPO # 41-LA-2, DMS PROJECT #100641", PROPERTIES OF MARY ROSS RHODES, ET AL (7769394369) AND LAWRENCE C. ROSS, JR. (7769273669), DATED NOVEMBER 30, 2023, LAST REVISED JUNE 12, 2024 AND RECORDED IN THE GUILFORD COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 215, PAGES 107 THROUGH 109.

**BK: R 8845**  
**PG: 271 - 284**

RECORDED:

07/15/2024

04:15:53 PM

DEPUTY-GB

BY: KELLY SALO

2024031219  
**GUILFORD COUNTY, NC**  
JEFF L. THIGPEN  
REGISTER OF DEEDS

NC FEE \$26.00

STATE OF NC

REAL ESTATE

EXTX \$2035.00

**Excise Tax \$2,035.00**

**STATE OF NORTH CAROLINA**

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

**GUILFORD COUNTY**

**SPO File Number: 41-LA-1**

**DMS Project Number: 100641**

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

**THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS**, made This 15<sup>th</sup> day of July, 2024, by **Lawrence C. Ross, Jr., Unmarried ("Grantor")**, whose mailing address is **6002 Davis Mill Road, Greensboro, NC 27406** to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly Department of Environment and Natural Resources), for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

NCDMS Full Delivery Conservation Easement Template

AG reviewed 11 May 2017

**WHEREAS**, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **452048014-06**.

**WHEREAS**, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

**WHEREAS**, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; and

**WHEREAS**, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognizes that the Division of Mitigation Services (formerly Ecosystem Enhancement Program) is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

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

**WHEREAS**, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8<sup>th</sup> day of February 2000; and

**WHEREAS**, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

**WHEREAS**, Grantor owns in fee simple certain real properties situated, lying, and being in Guilford County, North Carolina (the "**Property**"), and being more particularly described

as that certain parcel of land containing approximately 186.03 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 7559, Page 2353** of the Guilford County Registry, North Carolina; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement and Right of Access together with an access easement to and from the Conservation Easement Area described below.

The Conservation Easement Area consists of the following:

Total conservation Easement Area 2 containing a total of 47.981 acres as shown on the plat of survey entitled "Conservation Easement Plat for the State of North Carolina, Department of Environmental Quality, Division of Mitigation Services, Golden Hills Site, SPO# 41-LA-1 and SPO# 41-LA-2, DMS Project #100641", Properties of Mary Ross Rhodes et al (7769394369), and Lawrence C. Ross, Jr. (7769273669) dated November 30, 2023 and revised March 28, 2024, prepared by James M. Gellenthin, PLS Number L 3860 (KCI Associates of N.C.) and recorded in the Guilford County, North Carolina Register of Deeds at Plat Book 215, Page 107.

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

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

## **I. DURATION OF EASEMENT**

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

## II. ACCESS EASEMENT

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

## III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

**A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.

**B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

**C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

**D. Damage to Vegetation.** Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

**E. Industrial, Residential and Commercial Uses.** All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

**F. Agricultural Use.** All agricultural uses are prohibited within the Conservation Easement Area including any use for cropland, waste lagoons, or pastureland.

**G. New Construction.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.

**H. Roads and Trails.** There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement except within a Crossing Area as shown on the recorded survey plat. All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

**I. Signs.** No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.

**J. Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.

**K. Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

**L. Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

**M. Subdivision and Conveyance.** Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

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

**O. Disturbance of Natural Features.** Any change, disturbance, alteration or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

**P. Crossing Areas.** Grantor reserves the right to the Internal Crossing Areas as shown on the plat entitled "Conservation Easement Plat for the State of North Carolina, Department of Environmental Quality, Division of Mitigation Services, SPO# 41-LA-2 and SPO# 41-LA-2, DMS Project #100641", Properties of Mary Ross Rhodes et al (7769394369), and Lawrence C. Ross, Jr. (7769273669) dated November 30, 2023 and last revised June 12, 2024, prepared by James M. Gellenthin, PLS Number L 3860 (KCI Associates of N.C.) and recorded in the Guilford County, North Carolina Register of Deeds at Plat Book 215 Page 107 for the following purposes:

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

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Division of Mitigation Services, 1652 Mail Services Center, Raleigh, NC 27699-1652.

#### **IV. GRANTEE RESERVED USES**

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

**B. Restoration Activities.** These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

**C. Signs.** The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

**D. Fences.** Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservations easements damages the investment

and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State (Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

**E. Crossing Area(s).** The Grantee is not responsible for maintenance of crossing area(s), however, the Grantee, its employees and agents, successors or assigns, reserve the right to repair crossing area(s), at its sole discretion and to recover the cost of such repairs from the Grantor if such repairs are needed as a result of activities of the Grantor, his successors or assigns.

## **V. ENFORCEMENT AND REMEDIES**

**A. Enforcement.** To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

**B. Inspection.** The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions and restrictions of this Conservation Easement.

**C. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes.

**D. Costs of Enforcement.** Beyond regular and typical monitoring expenses, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

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

## **VI. MISCELLANEOUS**

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

**B.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

**C.** Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

**D.** Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

**E.** The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

**F.** This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The owner of the Property shall notify the State Property Office and the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property or of any request to void or

modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager  
 NC State Property Office  
 1321 Mail Service Center  
 Raleigh, NC 27699-1321

and

General Counsel  
 US Army Corps of Engineers  
 69 Darlington Avenue  
 Wilmington, NC 28403

**G.** The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

## **VII. QUIET ENJOYMENT**

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

**TO HAVE AND TO HOLD**, the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes,

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

*[signature on following page]*

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

Lawrence C. Ross, Jr. (SEAL)  
Lawrence C. Ross, Jr.

NORTH CAROLINA  
COUNTY OF North Carolina  
Guilford

I, Robert W. Bugg, a Notary Public in and for the County and State aforesaid, do hereby certify that **Lawrence C. Ross, Jr.**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

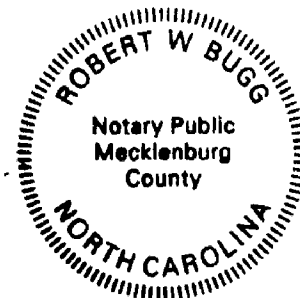
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 11 day of July, 2024.

Robert W. Bugg  
Notary Public

My commission expires:

8-23-2024

(Official Stamp or Seal)



***EXHIBIT A***

A PARCEL OF LAND TO BE USED FOR CONSERVATION EASEMENT PURPOSES LOCATED ON LANDS NOW OR FORMERLY OWNED BY LAWRENCE C. ROSS JR. (TAX PIN 7769273669) AS RECORDED IN BOOK 7559 PAGE 2353, LOCATED IN GUILFORD COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF DAVIS MILL ROAD, ALSO BEING THE NORTHEAST CORNER OF LANDS OWNED BY LAWRENCE C. ROSS JR., SAID POINT HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 798356.659 AND EASTING = 1764177.664; FROM SAID POINT OF COMMENCEMENT; THENCE, FOLLOWING THE NORTHERN LINE OF LAWRENCE C. ROSS JR., N 83°11'05" W FOR A DISTANCE OF 973.37 FEET THE TRUE POINT OF BEGINNING. SAID BEGINNING POINT HAVING NAD 83(2011) STATE PLANE COORDINATES OF NORTHING = 798472.168 AND EASTING = 1763211.168; BEING A 5/8" REBAR SET WITH ALUMINUM CAP NO.9

FROM THE POINT OF BEGINNING;

THENCE, LEAVING SAID NORTHERN LINE OF LAWRENCE C. ROSS JR., S 18° 44' 31" W FOR A DISTANCE OF 85.86 FEET A 5/8" REBAR SET WITH ALUMINUM CAP NO.22;

THENCE, S 54° 36' 32" W FOR A DISTANCE OF 194.33 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.23;

THENCE, S 59° 17' 00" W FOR A DISTANCE OF 92.04 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.24;

THENCE, S 70° 10' 40" W FOR A DISTANCE OF 111.42 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.25;

THENCE, S 74° 48' 45" W FOR A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.26;

THENCE, S 75° 09' 48" W FOR A DISTANCE OF 77.72 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.27;

THENCE, S 24° 47' 23" W FOR A DISTANCE OF 251.21 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.28;

THENCE, S 52° 31' 45" W FOR A DISTANCE OF 245.89 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.29;

THENCE, S 00° 38' 43" W FOR A DISTANCE OF 54.34 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.30;

THENCE, S 69° 58' 08" E FOR A DISTANCE OF 282.94 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.31;

THENCE, S 69° 58' 08" E FOR A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.32;

THENCE, S 69° 58' 08" E FOR A DISTANCE OF 85.53 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.33;

THENCE, S 88° 14' 07" E FOR A DISTANCE OF 199.12 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.34;

THENCE, N 34° 01' 23" E FOR A DISTANCE OF 365.55 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.35;

THENCE, N 73° 29' 13" E FOR A DISTANCE OF 169.09 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.36;

THENCE, N 83° 06' 32" E FOR A DISTANCE OF 130.05 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.37;

THENCE, N 81° 07' 50" E FOR A DISTANCE OF 77.21 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.38;

THENCE, N 36° 35' 32" E FOR A DISTANCE OF 164.73 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.39;

THENCE, S 48° 05' 08" E FOR A DISTANCE OF 152.99 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.40;

THENCE, S 08° 03' 05" E FOR A DISTANCE OF 43.36 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.41;

THENCE, N 83° 27' 30" E FOR A DISTANCE OF 245.97 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.42;

THENCE, S 06° 32' 31" E FOR A DISTANCE OF 30.00 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.43;

THENCE, S 83° 27' 29" W FOR A DISTANCE OF 245.18 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.44;

THENCE, S 08° 02' 22" E FOR A DISTANCE OF 56.89 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.45;

THENCE, S 80° 46' 39" W FOR A DISTANCE OF 138.83 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.46;

THENCE, S 85° 10' 25" W FOR A DISTANCE OF 235.28 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.47;

THENCE, S 73° 33' 44" W FOR A DISTANCE OF 156.69 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.48;

THENCE, S 34° 28' 28" W FOR A DISTANCE OF 99.20 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.49;

THENCE, S 11° 12' 14" W FOR A DISTANCE OF 60.93 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.50;

THENCE, S 87° 45' 50" E FOR A DISTANCE OF 80.07 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.51;

THENCE, S 47° 18' 14" E FOR A DISTANCE OF 92.75 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.52;

THENCE, S 62° 18' 09" E FOR A DISTANCE OF 141.98 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.53;

THENCE, S 84° 14' 39" E FOR A DISTANCE OF 188.86 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.54;

THENCE, N 69° 42' 17" E FOR A DISTANCE OF 213.62 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.55;

THENCE, S 22° 43' 01" E FOR A DISTANCE OF 119.18 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.56;  
 THENCE, S 67° 16' 59" W FOR A DISTANCE OF 251.41 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.57;  
 THENCE, S 24° 11' 14" E FOR A DISTANCE OF 145.49 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.58;  
 THENCE, S 19° 15' 20" E FOR A DISTANCE OF 107.59 FEET TO A FOUND 2" IRON PIPE AT THE SOUTHEAST CORNER  
 OF LAWRENCE C. ROSS JR.;

THENCE, FOLLOWING THE SOUTHERN LINE OF LAWRENCE C. ROSS JR., N 85° 33' 06" W FOR A DISTANCE OF 105.27  
 FEET TO A FOUND 2" IRON PIPE;

THENCE, LEAVING SAID SOUTHERN LINE OF LAWRENCE C. ROSS JR., N 43° 08' 38" W FOR A DISTANCE OF 60.00  
 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.61;

THENCE, N 26° 26' 42" W FOR A DISTANCE OF 218.62 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.62;

THENCE, N 81° 06' 51" W FOR A DISTANCE OF 100.86 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.63;

THENCE, N 67° 14' 20" W FOR A DISTANCE OF 146.55 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.64;

THENCE, N 52° 17' 55" W FOR A DISTANCE OF 110.80 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.65;

THENCE, S 67° 23' 09" W FOR A DISTANCE OF 193.17 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.66;

THENCE, N 86° 41' 03" W FOR A DISTANCE OF 177.32 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.67;

THENCE, N 86° 41' 03" W FOR A DISTANCE OF 53.35 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.68;

THENCE, S 32° 15' 22" W FOR A DISTANCE OF 9.51 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.69;

THENCE, S 26° 25' 13" E FOR A DISTANCE OF 122.11 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.70;

THENCE, S 36° 09' 59" E FOR A DISTANCE OF 131.80 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.71;

THENCE, S 27° 30' 05" E FOR A DISTANCE OF 348.80 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.72;

THENCE, S 03° 37' 01" E FOR A DISTANCE OF 80.68 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.73;

THENCE, S 57° 03' 33" W FOR A DISTANCE OF 63.64 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.74;

THENCE, N 48° 40' 54" W FOR A DISTANCE OF 80.14 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.75;

THENCE, N 28° 19' 03" W FOR A DISTANCE OF 336.13 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.76;

THENCE, N 39° 16' 15" W FOR A DISTANCE OF 141.01 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.77;

THENCE, N 20° 53' 29" W FOR A DISTANCE OF 219.46 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.78;

THENCE, N 66° 37' 14" W FOR A DISTANCE OF 60.10 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.79;

THENCE, N 66° 37' 14" W FOR A DISTANCE OF 162.75 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.80;

THENCE, S 46° 41' 17" W FOR A DISTANCE OF 198.32 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.81;

THENCE, S 37° 37' 22" E FOR A DISTANCE OF 41.21 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.82;

THENCE, S 56° 59' 50" W FOR A DISTANCE OF 140.48 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.83;

THENCE, N 37° 25' 34" W FOR A DISTANCE OF 32.34 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.84;

THENCE, S 57° 32' 58" W FOR A DISTANCE OF 390.57 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.85;

THENCE, N 89° 57' 19" W FOR A DISTANCE OF 167.35 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.86;

THENCE, N 53° 25' 28" W FOR A DISTANCE OF 77.70 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.87, ON  
 THE SOUTHERN LINE OF LAWRENCE C. ROSS JR.;

THENCE, FOLLOWING THE SOUTHERN LINE OF LAWRENCE C. ROSS JR. THE FOLLOWING 6 CALLS,

- (1) N 02° 52' 09" W FOR A DISTANCE OF 140.55 FEET TO A 1/2" FOUND IRON PIPE;
- (2) S 78° 09' 31" W FOR A DISTANCE OF 291.23 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.89;
- (3) S 00° 15' 45" E FOR A DISTANCE OF 191.88 FEET TO A 1/2" FOUND IRON PIPE;
- (4) S 88° 05' 41" W FOR A DISTANCE OF 25.63 FEET TO A FOUND STONE;
- (5) N 88° 57' 57" W FOR A DISTANCE OF 351.89 FEET TO A 1/2" FOUND IRON PIPE;
- (6) N 88° 04' 48" W FOR A DISTANCE OF 222.66 FEET TO A FOUND STONE AT THE SOUTHWEST CORNER  
 OF LANDS OWNED BY LAWRENCE C. ROSS

THENCE, ALONG THE WESTERN LINE OF LANDS OWNED BY LAWRENCE C. ROSS JR. THE FOLLOWING 3 CALLS,

- (1) N 01° 35' 33" E FOR A DISTANCE OF 2067.18 FEET TO A FOUND STONE;
- (2) S 82° 29' 32" E FOR A DISTANCE OF 52.79 FEET TO A FOUND 2" IRON PIPE;
- (3) N 02° 23' 01" E FOR A DISTANCE OF 100.86 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.96;

THENCE, LEAVING SAID WESTERLY LINE OF LAWRENCE C. ROSS JR., N 80° 27' 53" E FOR A DISTANCE OF 213.73  
 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.97;

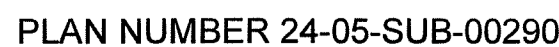
THENCE, N 84° 29' 15" E FOR A DISTANCE OF 309.56 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.98;

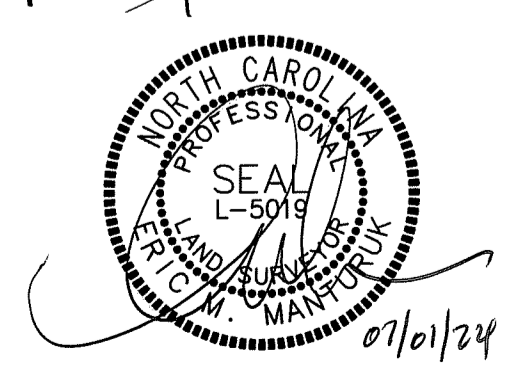
THENCE, S 68° 04' 10" E FOR A DISTANCE OF 274.21 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.99;

THENCE, S 16° 37' 59" W FOR A DISTANCE OF 127.03 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.100;  
 THENCE, N 68° 50' 24" W FOR A DISTANCE OF 258.51 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.101;  
 THENCE, S 84° 56' 57" W FOR A DISTANCE OF 285.03 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.102;  
 THENCE, S 66° 17' 52" W FOR A DISTANCE OF 250.50 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.103;  
 THENCE, S 36° 01' 57" E FOR A DISTANCE OF 273.20 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.104;  
 THENCE, S 11° 23' 14" E FOR A DISTANCE OF 338.68 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.105;  
 THENCE, S 18° 11' 58" E FOR A DISTANCE OF 244.33 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.106;  
 THENCE, S 20° 04' 47" E FOR A DISTANCE OF 197.85 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.107;  
 THENCE, S 62° 15' 53" E FOR A DISTANCE OF 164.09 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.108;  
 THENCE, S 17° 30' 53" W FOR A DISTANCE OF 127.06 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.109;  
 THENCE, S 15° 49' 56" E FOR A DISTANCE OF 155.42 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.110;  
 THENCE, S 69° 26' 23" E FOR A DISTANCE OF 50.82 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.111;  
 THENCE, S 18° 47' 05" W FOR A DISTANCE OF 92.85 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.112;  
 THENCE, S 29° 59' 29" E FOR A DISTANCE OF 298.49 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.113;  
 THENCE, S 79° 55' 54" E FOR A DISTANCE OF 99.52 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.114;  
 THENCE, S 81° 40' 10" E FOR A DISTANCE OF 61.16 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.115;  
 THENCE, S 81° 40' 10" E FOR A DISTANCE OF 122.26 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.116;  
 THENCE, N 55° 53' 49" E FOR A DISTANCE OF 480.20 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.117;  
 THENCE, N 10° 06' 31" E FOR A DISTANCE OF 283.57 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.118;  
 THENCE, N 48° 13' 45" E FOR A DISTANCE OF 270.20 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.119;  
 THENCE, N 10° 49' 41" E FOR A DISTANCE OF 110.08 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.120;  
 THENCE, N 32° 39' 48" E FOR A DISTANCE OF 141.56 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.121;  
 THENCE, N 00° 45' 31" E FOR A DISTANCE OF 216.93 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.122;  
 THENCE, N 19° 58' 06" W FOR A DISTANCE OF 156.80 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.123;  
 THENCE, N 34° 04' 36" W FOR A DISTANCE OF 231.14 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.124;  
 THENCE, N 15° 20' 49" W FOR A DISTANCE OF 134.27 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.125;  
 THENCE, N 11° 58' 49" W FOR A DISTANCE OF 320.40 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.126;  
 THENCE, N 01° 01' 28" W FOR A DISTANCE OF 33.32 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.127;  
 THENCE, N 01° 01' 28" W FOR A DISTANCE OF 60.17 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.128, ON  
 THE NORTHERN LINE OF LANDS OWNED BY LAWRENCE C. ROSS JR.,  
 THENCE, CONTINUING ON SAID NORTHERLY LINE OF LAWRENCE C. ROSS JR., S 86° 42' 31" E FOR A DISTANCE OF  
 152.07 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.129;  
 THENCE, LEAVING SAID NORTHERLY LINE OF LAWRENCE C. ROSS JR., S 11° 28' 14" E FOR A DISTANCE OF 62.05 FEET  
 TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.130;  
 THENCE, S 11° 31' 21" E FOR A DISTANCE OF 135.50 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.131;  
 THENCE, S 12° 19' 30" E FOR A DISTANCE OF 108.22 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.132;  
 THENCE, S 75° 51' 31" E FOR A DISTANCE OF 10.08 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.133;  
 THENCE, N 44° 52' 41" E FOR A DISTANCE OF 155.68 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.134;  
 THENCE, N 49° 14' 37" E FOR A DISTANCE OF 122.22 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.135;  
 THENCE, S 85° 28' 38" E FOR A DISTANCE OF 42.13 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.136;  
 THENCE, N 61° 50' 01" E FOR A DISTANCE OF 46.17 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.137, ON  
 THE EASTERN LINE OF LANDS OWNED BY LAWRENCE C. ROSS JR.;  
 THENCE, ALONG SAID EASTERN LINE OF LAWRENCE C. ROSS JR., S 02° 00' 57" W FOR A DISTANCE OF 24.96 FEET TO  
 A 5/8" REBAR SET WITH ALUMINUM CAP NO.138;  
 THENCE, ALONG SAID EASTERN LINE OF LAWRENCE C. ROSS JR., S 02° 00' 57" W FOR A DISTANCE OF 84.44 FEET TO  
 A 5/8" REBAR SET WITH ALUMINUM CAP NO.139;  
 THENCE, LEAVING SAID EASTERLY LINE OF LAWRENCE C. ROSS, S 46° 23' 41" W FOR A DISTANCE OF 293.86 FEET TO  
 A 5/8" REBAR SET WITH ALUMINUM CAP NO.140;  
 THENCE, S 02° 40' 09" E FOR A DISTANCE OF 135.02 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.141;  
 THENCE, S 40° 05' 03" E FOR A DISTANCE OF 130.15 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.142;  
 THENCE, S 14° 36' 42" E FOR A DISTANCE OF 225.69 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.143;  
 THENCE, S 01° 24' 07" E FOR A DISTANCE OF 99.17 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.144;  
 THENCE, S 17° 15' 28" E FOR A DISTANCE OF 54.21 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.145;

THENCE, N 74° 26' 02" E FOR A DISTANCE OF 60.03 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.146;  
 THENCE, N 74° 26' 02" E FOR A DISTANCE OF 90.51 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.147;  
 THENCE, N 54° 04' 16" E FOR A DISTANCE OF 79.21 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.148;  
 THENCE, N 28° 10' 26" E FOR A DISTANCE OF 93.73 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO.149, ON  
 THE NORTHERN LINE OF LANDS OWNED BY LAWRENCE C. ROSS JR.,  
 THENCE, ALONG THE NORTHERLY LINE OF LAWRENCE C. ROSS JR., S 83° 11' 05" E A DISTANCE OF 215.84 FEET TO  
 THE POINT AND PLACE OF BEGINNING;

**CONSERVATION EASEMENT #2 CONTAINING 2,090,067 SQUARE FEET OR 47.981 ACRES AS SHOWN ON THE PLAT  
 OF SURVEY ENTITLED "CONSERVATION EASEMENT PLAT FOR THE STATE OF NORTH CAROLINA, DEPARTMENT  
 OF ENVIRONMENTAL QUALITY, DIVISION OF MITIGATION SERVICES, GOLDEN HILLS SITE, SPO# 41-LA-1 AND  
 SPO# 41-LA-2, DMS PROJECT #100641", PROPERTIES OF MARY ROSS RHODES ET AL (7769394369) AND  
 LAWRENCE C. ROSS (7769273669), DATED NOVEMBER 30, 2023, LAST REVISED JUNE 12, 2024 AND RECORDED IN  
 THE GUILFORD COUNTY, NORTH CAROLINA REGISTER OF DEEDS AT PLAT BOOK 215, PAGES 107 THROUGH  
109.**





LINE TABLE				
LINE #	(M) = MEASURED CALLS		(R) = RECORD CALLS	
	BEARING (M)	DISTANCE (M)	BEARING (R)	DISTANCE (R)
L1	N 86°47'26" W	30.28'	N 87°16'25" W	26.73'
L2	S 6°09'11" W	161.13'	S 6°08'56" W	161.13'
L3	S 84°56'50" W	234.61'	S 85°00'17" W	234.53'
L4	S 0°44'13" W	220.12'	S 0°42'27" W	220.16'
L5	N 85°33'06" W	105.27'	N 85°27'16" W	105.58'
L6	N 26°36'51" W	228.55'	N 26°38'38" W	229.28'
L7	N 82°22'47" W	168.81'	N 82°26'49" W	168.53'
L8	S 24°08'32" W	218.56'	S 24°09'59" W	218.52'
L9	S 59°36'17" W	535.39'	S 59°36'33" W	535.39'
L10	S 57°50'08" W	161.55'	S 57°50'24" W	161.55'
L11	S 36°14'48" W	332.03'	S 36°15'04" W	332.03'
L12	S 18°42'33" W	116.90'	S 18°42'49" W	116.90'
L13	S 4°23'50" W	142.52'	S 4°24'06" W	142.52'
L14	S 4°49'22" W	671.59'	S 4°49'38" W	671.59'
L15	N 60°42'17" W	349.02'	N 60°42'01" W	349.02'
L16	N 68°31'21" W	181.58'	N 68°31'05" W	181.58'
L17	N 31°26'02" W	304.53'	N 31°25'46" W	304.53'
L18	N 10°03'57" W	323.92'	N 10°03'41" W	323.92'
L19	N 29°50'56" E	546.03'	N 29°46'40" E	546.55'
L20	N 55°45'41" W	502.93'	N 55°44'39" W	502.88'
L21	S 79°59'39" W	335.92'	S 79°50'38" W	335.82'
L22	N 20°55'44" W	416.60'	N 20°55'28" W	416.60'
L23	N 2°52'09" W	249.34'	N 2°49'42" W	249.46'
L24	S 78°09'31" W	291.23'	S 78°08'39" W	291.41'
L25	S 0°15'45" E	191.88'	S 0°10'45" E	191.73'
L26	S 88°05'41" W	25.63'	S 89°11'09" W	25.07'
L27	N 88°57'57" W	351.89'	N 88°39'17" W	353.03'
L28	N 88°04'48" W	222.66'	N 88°36'57" W	221.96'
L29	S 82°29'32" E	52.79'	S 82°48'43" E	52.75'
L30	N 2°23'01" E	308.49'	N 2°41'48" E	310.48'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
CE28	S 24°47'23" W	251.21'
CE29	S 52°31'45" W	245.89'
CE30	S 0°38'43" W	54.34'
CE31	S 69°58'08" E	282.94'
CE32	S 69°58'08" E	60.00'
CE33	S 69°58'08" E	85.53'
CE34	S 88°14'07" E	199.12'
CE35	N 34°01'23" E	365.55'
CE36	N 73°29'13" E	169.09'
CE37	N 83°06'32" E	130.05'
CE38	N 81°07'50" E	77.21'
CE39	N 36°35'32" E	164.73'
CE40	S 48°05'08" E	152.99'
CE41	S 8°03'05" E	43.36'
CE42	N 83°27'30" E	245.97'
CE43	S 6°32'31" E	30.00'
CE44	S 83°27'29" W	245.18'
CE45	S 8°02'22" E	56.89'
CE46	S 80°46'39" W	138.83'
CE47	S 85°10'25" W	235.28'
CE48	S 73°33'44" W	156.69'
CE49	S 34°28'28" W	99.20'
CE50	S 11°12'14" W	60.93'
CE51	S 87°45'50" E	80.07'
CE52	S 47°18'14" E	92.75'
CE53	S 62°18'09" E	141.98'
CE54	S 84°14'39" E	188.86'
CE55	N 69°42'17" E	213.62'
CE56	S 22°43'01" E	119.18'
CE57	S 67°16'59" W	251.41'
CE58	S 24°11'14" E	145.49'
CE59	S 19°15'20" E	107.59'
CE60	N 85°33'06" W	105.27'
CE61	N 43°08'38" W	60.00'
CE62	N 26°26'42" W	218.62'
CE63	N 81°06'51" W	100.86'
CE64	N 67°14'20" W	146.55'
CE65	N 52°17'55" W	110.80'
CE66	S 67°23'09" W	193.17'
CE67	N 86°41'03" W	177.32'
CE68	N 86°41'03" W	53.35'
CE69	S 32°15'22" W	9.51'
CE70	S 26°25'13" E	122.11'
CE71	S 36°09'59" E	131.80'
CE72	S 27°30'05" E	348.80'
CE73	S 3°37'01" E	80.68'
CE74	S 57°03'33" W	63.64'
CE75	N 48°40'54" W	80.14'
CE76	N 28°19'03" W	336.13'
CE77	N 39°16'15" W	141.01'
CE78	N 20°53'29" W	219.46'
CE79	N 66°37'14" W	60.10'
CE80	N 66°37'14" W	162.75'
CE81	S 46°41'17" W	198.32'
CE82	S 37°37'22" E	41.21'
CE83	S 56°59'50" W	140.48'
CE84	N 37°25'34" W	32.34'
CE85	S 57°32'58" W	390.57'
CE86	N 89°57'19" W	167.35'
CE87	N 53°25'28" W	77.70'
CE88	N 2°52'09" W	140.55'
CE89	S 78°09'31" W	291.23'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
CE90	S 0°15'45" E	191.88'
CE91	S 88°05'41" W	25.63'
CE92	N 88°57'57" W	351.89'
CE93	N 88°04'48" W	222.66'
CE94	N 1°35'33" E	2067.18'
CE95	S 82°29'32" E	52.79'
CE96	N 2°23'01" E	100.86'
CE97	N 80°27'53" E	213.73'
CE98	N 84°29'15" E	309.56'
CE99	S 68°04'10" E	274.21'
CE100	S 16°37'59" W	127.03'
CE101	N 68°50'24" W	258.51'
CE102	S 84°56'57" W	285.03'
CE103	S 66°17'52" W	250.50'
CE104	S 36°01'57" E	273.20'
CE105	S 11°23'14" E	338.68'
CE106	S 18°11'58" E	244.33'
CE107	S 20°04'47" E	197.85'
CE108	S 62°15'53" E	164.09'
CE109	S 17°30'53" W	127.06'
CE110	S 15°49'56" E	155.42'
CE111	S 69°26'23" E	50.82'
CE112	S 18°47'05" W	92.85'
CE113	S 29°59'29" E	298.49'
CE114	S 79°55'54" E	99.52'
CE115	S 81°40'10" E	61.16'
CE116	S 81°40'10" E	122.26'
CE117	N 55°53'49" E	480.20'
CE118	N 10°06'31" E	283.57'
CE119	N 48°13'45" E	270.20'
CE120	N 10°49'41" E	110.08'
CE121	N 32°39'48" E	141.56'
CE122	N 0°45'31" E	216.93'
CE123	N 19°58'06" W	156.80'
CE124	N 34°04'36" W	231.14'
CE125	N 15°20'49" W	134.27'
CE126	N 11°58'49" W	320.40'
CE127	N 1°01'28" W	33.32'
CE128	N 1°01'28" W	60.17'
CE129	S 86°42'31" E	152.07'
CE130	S 11°28'14" E	62.05'
CE131	S 11°31'21" E	135.50'
CE132	S 12°19'30" E	108.22'
CE133	S 75°51'31" E	10.08'
CE134	N 44°52'41" E	155.68'
CE135	N 49°14'37" E	122.22'
CE136	S 85°28'38" E	42.13'
CE137	N 61°50'01" E	46.17'
CE138	S 2°00'57" W	24.96'
CE139	S 2°00'57" W	84.44'
CE140	S 46°23'41" W	293.86'
CE141	S 2°40'09" E	135.02'
CE142	S 40°05'03" E	130.15'
CE143	S 14°36'42" E	225.69'
CE144	S 1°24'07" E	99.17'
CE145	S 17°15'28" E	54.21'
CE146	N 74°26'02" E	60.03'
CE147	N 74°26'02" E	90.51'
CE148	N 54°04'16" E	79.21'
CE149	N 28°10'26" E	93.73'
CE150	S 83°11'05" E	215.84'

POINT TABLE			
POINT #	NORTHING	EASTING	RAW DESCRIPTION
1	798558.023	1764161.441	CE#1
2	798596.296	1764077.234	CE#2
3	798661.612	1763808.167	CE#3
4	798633.629	1763717.488	CE#4
5	798615.937	1763660.156	CE#5
6	798562.094	1763485.675	CE#6
7	798513.298	1763437.632	CE#7
8	798457.912	1763330.449	CE#8
9	798472.168	1763211.168	CE#9
10	798497.781	1762996.855	CE#10
11	798726.188	1763119.191	CE#11
12	798644.235	1763326.266	CE#12
13	798736.846	1763622.845	CE#13
14	798754.730	1763680.118	CE#14
15	798795.771	1763811.548	CE#15
16	798759.189	1763960.089	CE#16
17	798796.336	1763958.024	CE#17
18	798793.186	1764028.307	CE#18
19	798741.794	1764031.163	CE#19
20	798720.036	1764119.620	CE#20
21	798694.248	1764177.000	CE#21
22	798390.864	1763183.582	CE#22
23	798278.316	1763025.160	CE#23
24	798231.302	1762946.031	CE#24
25	798193.520	1762841.215	CE#25
26	798177.801	1762783.309	CE#26
27	798157.900	1762708.182	CE#27
28	797929.839	1762602.853	CE#28
29	797780.248	1762407.697	CE#29
30	797725.912	1762407.085	CE#30
31	797628.998	1762672.905	CE#31
32	797608.446	1762729.275	CE#32
33	797579.150	1762809.630	CE#33
34	797573.018	1763008.651	CE#34
35	797875.989	1763213.185	CE#35
36	797924.050	1763375.297	CE#36
37	797939.653	1763504.403	CE#37
38	797951.558	1763580.694	CE#38
39	798083.819	1763678.891	CE#39
40	797981.618	1763792.738	CE#40
41	797938.687	1763798.810	CE#41
42	797966.709	1764043.177	CE#42
43	797936.905	1764046.595	CE#43
44	797908.971	1763803.008	CE#44
45	797852.637	1763810.964	CE#45
46	797830.387	1763673.929	CE#46
47	797810.592	1763439.483	CE#47
48	797766.253	1763289.196	CE#48
49	797684.476	1763233.047	CE#49
50	797624.706	1763221.207	CE#50
51	797621.582	1763301.214	CE#51
52	797558.687	1763369.382	CE#52
53	797492.695	1763495.092	CE#53
54	797473.755	1763682.999	CE#54
55	797547.851	1763883.359	CE#55

POINT TABLE			
POINT #	NORTHING	EASTING	RAW DESCRIPTION
56	797437.918	1763929.383	CE#56
57	797340.830	1763697.477	CE#57
58	797208.114	1763757.086	CE#58
59	797106.539	1763792.569	CE#59
60	797114.704	1763687.615	CE#60
61	797158.482	1763646.585	CE#61
62	797354.227	1763549.225	CE#62
63	797369.806	1763449.578	CE#63
64	797426.504	1763314.442	CE#64
65	797494.266	1763226.773	CE#65
66	797419.988	1763048.455	CE#66
67	797430.244	1762871.436	CE#67
68	797433.329	1762818.179	CE#68
69	797425.286	1762813.103	CE#69
70	797315.932	1762867.435	CE#70
71	797209.532	1762945.212	CE#71
72	796900.149	1763106.275	CE#72
73	796819.634	1763111.365	CE#73
74	796785.029	1763057.957	CE#74
75	796837.944	1762997.764	CE#75
76	797133.853	1762838.317	CE#76
77	797243.020	1762749.057	CE#77
78	797448.053	1762670.799	CE#78
79	797471.903	1762615.631	CE#79
80	797536.486	1762466.240	CE#80
81	797400.446	1762321.938	CE#81
82	797367.806	1762347.095	CE#82
83	797291.291	1762229.283	CE#83
84	797316.974	1762209.628	CE#84
85	797107.406	1761880.045	CE#85
86	797107.537	1761712.695	CE#86
87	797153.835	1761650.299	CE#87
88	797294.207	1761643.264	CE#88
89	797234.445	1761358.228	CE#89
90	797042.564	1761359.107	CE#90
91	797041.712	1761333.495	CE#91
92	797048.064	1760981.659	CE#92
93	797055.524	1760759.128	CE#93
94	799121.750	1760816.660	CE#94
95	799115.005	1760868.921	CE#95
96	799215.774	1760873.116	CE#96
97	799251.179	1761083.891	CE#97
98	799280.916	1761392.014	CE#98
99	799178.506	1761646.378	CE#99
100	799056.792	1761610.017	CE#100
101	799150.107	1761368.939	CE#101
102	799125.014	1761085.018	CE#102
103	799024.315	1760855.645	CE#103
104	798803.384	1761016.352	CE#104
105	798471.375	1761083.219	CE#105
106	798239.269	1761159.530	CE#106
107	798053.443	1761227.458	CE#107
108	797977.078	1761372.695	CE#108
109	797855.904	1761334.455	CE#109
110	797706.376	1761376.858	CE#110