

Hunter's Moon

Chatham County

Project ID #100642

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	Jan 29, 2025
AT	11:59:28 AM
BOOK	02451
START PAGE	0628
END PAGE	0640
INSTRUMENT #	00786
EXCISE TAX	\$130.00

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

EXCISE TAX: \$130.00

SPO File Number: 19-LA-116

DMS Project Number: 100642

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 21 day of January, 2025, by **Susan Dark Browning and spouse, Robert M. Browning, Jr.** (collectively "**Grantor**"), whose mailing address is **PO Box 420, Roxboro, NC 27573** to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

**WITNESSETH:**

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

**WHEREAS**, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **452048014-07**.

**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 Matthews Township, Chatham County, North Carolina (the "**Property**"), and being more

particularly described as that certain parcel of land containing approximately 14.070 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1726, Page 669** of the Chatham County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

Conservation Easement Area A, containing a total of **3.23 acres** as shown on the plat of survey entitled "A Conservation Easement Survey for The North Carolina Division of Mitigation Services, Hunter's Moon, SPO File No. 19-LA-116 and SPO File No. 19-LA-117, DMS Site ID No. 100642", Property of Susan M. Browning and Robert M. Browning, Jr., dated 1/9/2025 prepared by Robert A. Warner (Kee Mapping and Surveying) PLS Number L-4201 and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2025, Pages 32 - 35 (the "Plat").

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

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

## **I. DURATION OF EASEMENT**

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

## II. ACCESS EASEMENT

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

## III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 conservation 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.

 (SEAL)  
**SUSAN DARK BROWNING**

 (SEAL)  
**ROBERT M. BROWNING, JR.**

NORTH CAROLINA  
COUNTY OF Person

I, E. Christian Roessler, a Notary Public in and for the County and State aforesaid, do hereby certify that **Susan Dark Browning and Robert M. Browning, 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 21<sup>st</sup> day of January, 2025.

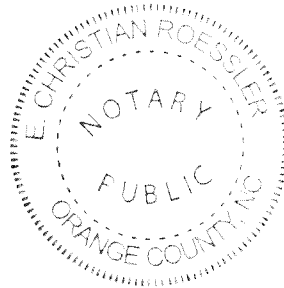
E. Christian Roessler

Notary Public

(Official Stamp or Seal)

My commission expires:

April 6, 2025



**EXHIBIT A**

*A Conservation Easement for  
The State of North Carolina,  
Division of Mitigation Services  
"Hunter's Moon"*

**Property of:**  
**Susan D. Browning & Robert M. Browning, Jr.**  
**SPO FILE NO. 19-LA-116 DMS SITE ID NO. 100642**

The following conservation easement area is located off of Siler City-Glendon Road, SR 1006, within the Matthews Township, Chatham County, North Carolina, and being on a portion of that property conveyed to Susan D. Browning and Robert M. Browning, Jr. through Deed Book 1726, Page 669 (Tract Six) of the Chatham County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99987652):

**Conservation Easement Area A:**

BEGINNING AT AN EXISTING 3/4" IRON PIPE WITH CAP (CORNER 1), said pipe being in the common line of Deed Book 1726, Page 669 (Tract Six) and Deed Book 1635, Page 88, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 701432.92 feet and Easting: 1864677.80 feet;

Thence with the aforementioned common line and with the conservation easement area the following (2) courses and distances:

- (1) S 60°08'23" W, crossing a creek, a distance of 144.20 feet to an existing 3/4" iron pipe with cap;
- (2) N 10°24'06" W a distance of 23.50 feet to an unmarked point, said point being in the center of the creek;

Thence continuing with the aforesaid common line, up and with the center of the creek as it meanders, and continuing with the conservation easement area the following (26) courses and distances:

- (1) N 33°20'25" W a distance of 16.68 feet to an unmarked point, said point being at the intersection of a small stream flowing from the northeast;
- (2) N 56°27'43" W a distance of 34.48 feet to an unmarked point;
- (3) N 39°07'19" W a distance of 37.19 feet to an unmarked point;
- (4) N 23°28'40" W a distance of 25.77 feet to an unmarked point;
- (5) N 77°02'29" W a distance of 26.07 feet to an unmarked point;

- (6) S 83°08'25" W a distance of 23.13 feet to an unmarked point;
- (7) S 40°21'07" W a distance of 43.37 feet to an unmarked point;
- (8) S 21°45'47" W a distance of 20.42 feet to an unmarked point;
- (9) S 53°12'20" W a distance of 35.41 feet to an unmarked point;
- (10) S 84°58'02" W a distance of 30.89 feet to an unmarked point;
- (11) S 63°14'40" W a distance of 31.12 feet to an unmarked point;
- (12) S 78°44'31" W a distance of 28.94 feet to an unmarked point;
- (13) S 46°30'48" W a distance of 18.02 feet to an unmarked point;
- (14) S 73°09'15" W a distance of 52.43 feet to an unmarked point;
- (15) S 79°43'59" W a distance of 51.69 feet to an unmarked point;
- (16) N 78°52'04" W a distance of 32.18 feet to an unmarked point;
- (17) N 64°15'20" W a distance of 45.71 feet to an unmarked point;
- (18) N 76°37'48" W a distance of 41.42 feet to an unmarked point;
- (19) N 46°07'54" W a distance of 47.92 feet to an unmarked point;
- (20) N 46°37'05" W a distance of 52.82 feet to an unmarked point;
- (21) N 54°28'24" W a distance of 55.19 feet to an unmarked point;
- (22) N 39°59'21" W a distance of 46.44 feet to an unmarked point;
- (23) N 51°31'11" W a distance of 78.62 feet to an unmarked point;
- (24) N 47°30'11" W a distance of 147.96 feet to an unmarked point;
- (25) N 50°46'32" W a distance of 74.52 feet to an unmarked point;
- (26) N 53°39'30" W a distance of 36.94 feet to an unmarked point;

Thence continuing with the aforementioned common line, leaving the creek, and continuing with the conservation easement area the following (3) courses and distances:

- (1) S 82°04'22" W a distance of 30.34 feet to an existing 3/4" iron pipe with cap;
- (2) S 46°50'46" W a distance of 44.68 feet to an existing 3/4" iron pipe with cap;

- (3) S 23°55'21" W a distance of 41.55 feet to a 5/8" rebar set with a "Kee" cap (Corner 36), said rebar being at the common corner of Deed Book 1726, Page 669 (Tract Six), Deed Book 1635, Page 88 and Deed Book 1065, Page 812;

Thence leaving the aforesaid common line, with the common line of Deed Book 1726, Page 669 (Tract Six) and Deed Book 1065, Page 812, and continuing with the conservation easement area N 03°38'17" W, crossing the aforementioned creek, a distance of 222.07 feet to a 5/8" rebar set with a CE cap (Corner 37);

Thence leaving the aforesaid common line and continuing with the conservation easement area the following (5) courses and distances:

- (1) S 53°23'44" E a distance of 745.10 feet to a 5/8" rebar set with a CE cap (Corner 38);
- (2) N 70°02'56" E a distance of 291.99 feet to a 5/8" rebar set with a CE cap (Corner 39);
- (3) S 55°43'11" E a distance of 112.05 feet to a 5/8" rebar set with a CE cap (Corner 40);
- (4) N 12°34'17" E a distance of 223.00 feet to a 5/8" rebar set with a CE cap (Corner 41);
- (5) S 87°51'00" E, crossing a small stream flowing southwest, a distance of 127.58 feet to a 5/8" rebar set with a CE cap (Corner 42), said rebar being in the common line of Deed Book 1726, Page 669 (Tract Six) and Deed Book 1635, Page 88;

Thence with the aforesaid common line and continuing with the conservation easement area S 03°15'51" W a distance of 252.54 feet to the TRUE POINT OF BEGINNING;

**Being all of that area of land in Conservation Easement Area A containing a total of 3.23 Acres, being the same more or less.**

Being all of a conservation easement area containing a total of **3.23 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, Hunter's Moon, SPO File No. 19-LA-116 and SPO File No. 19-LA-117, DMS Site ID No. 100642", on the property of Susan D. Browning and Robert M. Browning, Jr., dated 1/9/2025, Job# 2304038-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 03/04/24 – 05/21/24 and under the supervision of Robert A. Warner, NC PLS (License # L-4201) and shown on a plat of survey as recorded in Plat Book 2025, Pages 32 - 35 of the Chatham County Register of Deeds, to which reference should be made for a more complete description.

---

FILED	Jan 29, 2025
AT	11:37:53 AM
BOOK	02451
START PAGE	0608
END PAGE	0626
INSTRUMENT #	00784
EXCISE TAX	\$1,365.00

---

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

*EXCISE TAX: \$1,365.00*

SPO File Number: 19-LA-117

DMS Project Number: 100642

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 28<sup>th</sup> day of January, 2025, by **James Douglas Ellis and spouse, Linda Ann Ellis** (collectively "**Grantor**"), whose mailing address is **915 Barker Road, Bear Creek, NC 27207** to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

**WITNESSETH:**

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

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 **452048014-07**.

**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 Matthews Township, Chatham County, North Carolina (the "**Property**"), and being more particularly described as those certain parcels of land containing approximately 192.146 acres and 70.26 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1993, Page 1129, Deed Book 1635, Page 88 and in Deed Book 1650, Page 652** of the Chatham County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

Conservation Easement Area B (21.65 acres), Conservation Easement Area C (6.01 acres) and Conservation Easement Area D (6.35 acres), containing a total of **34.01 acres** as shown on the plat of survey entitled "A Conservation Easement Survey for: The State of North Carolina Division of Mitigation Services, Hunter's Moon, SPO File No. 19-LA-116 and SPO File No. 19-LA-117, DMS Site ID No. 100642", Property of James D. Ellis, dated 1/9/2025 prepared by Robert A. Warner (Kee Mapping and Surveying) PLS Number L-4201 and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2025, Pages 32 - 35 (the "Plat").

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

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

## **I. DURATION OF EASEMENT**

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

## II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee, its employees, agents, successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the Property (Chatham County PIN 8760-30-5276 (Deed Book 1635, Page 88 and Deed Book 1650, Page 652), and Chatham County PIN 8669-18-6559 (Deed Book 1993, Page 1129)) 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"). The Access Easement granted herein may also be utilized to access the conservation easement area designated as CE Area A on the plat on the adjacent parcel owned by Susan D. Browning and Robert M. Browning, Jr. Access for CE Area A shall not include access to any other portion of Chatham County PIN 8760-42-1061 (Deed Book 1726, Page 669) or any other adjacent property. This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

## III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

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

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

**C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including

organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Q. Maintenance Exception Areas.** Grantor reserves the right to repair, maintain or replace fencing in the locations shown as "5' fence maintenance zone" on the Plat. Maintenance shall include herbicide application, cutting or mowing of trees, shrubs, or other vegetation as necessary within the 5' fence maintenance zone.

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 conservation 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.


 (SEAL)  
**JAMES DOUGLAS ELLIS**

 (SEAL)  
**LINDA ANN ELLIS**

NORTH CAROLINA  
 COUNTY OF Chatham

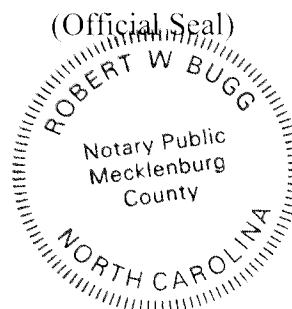
I, Robert W. Bugg, a Notary Public in and for the County and State aforesaid, do hereby certify that **James Douglas Ellis and Linda Ann Ellis**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 28 day of January, 2025.

  
 Notary Public

My commission expires:

8-23-26





***EXHIBIT A***

*A Conservation Easement for  
The State of North Carolina,  
Division of Mitigation Services  
"Hunter's Moon"*

*Property of:  
**James D. Ellis***

**SPO FILE NO. 19-LA-117 DMS SITE ID NO. 100642**

The following conservation easement areas are located off of Siler City-Glendon Road, SR 1006, within the Matthews Township, Chatham County, North Carolina, and being on portions of that property conveyed to James D. Ellis through Deed Book 1635, Page 88 and Deed Book 1650, Page 652 of the Chatham County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99987652):

**Conservation Easement Area B:**

BEGINNING AT AN EXISTING 3/4" IRON PIPE WITH CAP (CORNER 1), said pipe being in the common line of Deed Book 1635, Page 88 and Deed Book 1726, Page 669 (Tract Six), and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 701432.92 feet and Easting: 1864677.80 feet;

Thence leaving the aforementioned common line and with the conservation easement area the following (11) courses and distances:

- (1) S 03°15'51" W a distance of 15.86 feet to a 5/8" rebar set with a CE cap (Corner 2), said rebar being at the northeast corner of a 60 foot wide internal crossing;
- (2) S 10°53'33" E a distance of 64.28 feet to a 5/8" rebar set with a CE cap (Corner 3), said rebar being at the southeast corner of the aforesaid crossing;
- (3) S 10°53'33" E a distance of 211.84 feet to a 5/8" rebar set with a CE cap (Corner 4);
- (4) S 00°55'00" W a distance of 119.76 feet to a 5/8" rebar set with a CE cap (Corner 5), said rebar being at the northwest corner of a 50 foot wide internal crossing;
- (5) N 79°59'20" E a distance of 50.92 feet to a 5/8" rebar set with a CE cap (Corner 6), said rebar being at the northeast corner of the aforesaid crossing;
- (6) N 79°59'20" E, following a soil road in part, a distance of 348.60 feet to a 5/8" rebar set with a CE cap (Corner 7);
- (7) S 85°15'10" E a distance of 163.69 feet to a 5/8" rebar set with a CE cap (Corner 8);

- (8) N 39°56'07" E a distance of 196.61 feet to a 5/8" rebar set with a CE cap (Corner 9);
- (9) N 43°51'11" E a distance of 243.79 feet to a 5/8" rebar set with a CE cap (Corner 10);
- (10) N 56°26'11" E a distance of 171.59 feet to a 5/8" rebar set with a CE cap (Corner 11), said rebar being at the northwest corner of a 50 foot wide internal crossing;
- (11) N 56°26'11" E, crossing a soil road, crossing a fence, a distance of 60.65 feet to a 5/8" rebar set with a CE cap (Corner 12), said rebar being at the northeast corner of the aforesaid crossing, and being in the common line of Deed Book 1635, Page 88 and Deed Book 911, Page 1072;

Thence with the aforesaid common line, east of the fence, crossing a small stream flowing from the east, and continuing with the conservation easement area S 00°54'54" W a distance of 160.67 feet to a 5/8" rebar set with a CE cap (Corner 13), said rebar being at the southeast corner of a 50 foot wide internal crossing;

Thence leaving the aforementioned common line and continuing with the conservation easement area the following (4) courses and distances:

- (1) S 63°39'41" W, crossing the fence, crossing a soil road, a distance of 56.24 feet to a 5/8" rebar set with a CE cap (Corner 14), said rebar being at the southwest corner of the aforesaid crossing;
- (2) S 63°39'41" W a distance of 96.53 feet to a 5/8" rebar set with a CE cap (Corner 15);
- (3) S 05°14'28" W, crossing a soil road, a distance of 115.71 feet to a 5/8" rebar set with a CE cap (Corner 16);
- (4) S 49°41'43" W, crossing a soil road, crossing a fence, a distance of 399.64 feet to a 5/8" rebar set with a CE cap (Corner 17), said rebar being in the common line of Deed Book 1635, Page 88 and Deed Book 911, Page 1072;

Thence with the aforesaid common line and continuing with the conservation easement area N 87°43'11" W a distance of 200.87 feet to an existing 3/4" iron pipe with cap (Corner 18), said pipe being southeast of a fence corner, and being at a common corner of Deed Book 1635, Page 88, Deed Book 1650, Page 652 (Second Tract) and Deed Book 911, Page 1072;

Thence leaving the aforementioned common line and continuing with the conservation easement area the following (7) courses and distances:

- (1) S 76°51'16" W, generally following the fence, passing the intersection of a fence from the southeast, a distance of 351.48 feet to a 5/8" rebar set with a CE cap (Corner 19), said rebar being at the southeast corner of a 50 foot wide internal crossing;
- (2) S 76°51'16" W, crossing a soil road, a distance of 51.54 feet to a 5/8" rebar set with a CE cap (Corner 20), said rebar being at the southwest corner of the aforesaid crossing;

- (3) S 00°55'00" W, recrossing the soil road, a distance of 105.45 feet to a 5/8" rebar set with a CE cap (Corner 21);
- (4) S 60°48'51" E a distance of 191.35 feet to a 5/8" rebar set with a CE cap (Corner 22);
- (5) S 15°26'59" W a distance of 470.15 feet to a 5/8" rebar set with a CE cap (Corner 23);
- (6) S 35°48'10" W a distance of 340.63 feet to a 5/8" rebar set with a CE cap (Corner 24);
- (7) S 41°56'45" W a distance of 548.50 feet to a 5/8" rebar set with a CE cap (Corner 25), said rebar being in the east line of a 30 foot wide right of way and easement of Duke Energy Progress (formerly Carolina Power & Light Company) as described in Deed Book 384, Page 436;

Thence with the aforesaid right of way line, crossing a fence, crossing a creek, and continuing with the conservation easement area N 31°19'21" W a distance of 407.09 feet to a 5/8" rebar set with a CE cap (Corner 26);

Thence leaving the aforementioned right of way line and continuing with the conservation easement area the following (10) courses and distances:

- (1) N 37°13'52" E, crossing two fences, crossing a soil road, crossing a third fence, a distance of 665.84 feet to a 5/8" rebar set with a CE cap (Corner 27);
- (2) N 14°44'06" E a distance of 651.07 feet to a 5/8" rebar set with a CE cap (Corner 28);
- (3) N 09°04'40" W a distance of 228.52 feet to a 5/8" rebar set with a CE cap (Corner 29), said rebar being at the southwest corner of a 60 foot wide internal crossing;
- (4) N 09°04'40" W a distance of 65.10 feet to a 5/8" rebar set with a CE cap (Corner 30), said rebar being at the northwest corner of the aforesaid crossing;
- (5) S 85°07'50" W a distance of 198.92 feet to a 5/8" rebar set with a CE cap (Corner 31), said rebar being north of the north edge of a soil road;
- (6) S 71°56'02" W a distance of 160.35 feet to a 5/8" rebar set with a CE cap (Corner 32), said rebar being north of the north edge of the road;
- (7) N 83°49'33" W a distance of 228.38 feet to a 5/8" rebar set with a CE cap (Corner 33), said rebar being north of the north edge of the road;
- (8) N 57°02'59" W a distance of 112.20 feet to a 5/8" rebar set with a CE cap (Corner 34), said rebar being north of the north edge of the road;
- (9) N 31°01'22" W a distance of 377.97 feet to a 5/8" rebar set with a CE cap (Corner 35);

(10)N 87°53'16" W, crossing two fences, a distance of 77.44 feet to a 5/8" rebar set with a "Kee" cap (Corner 36), said rebar being at the common corner of Deed Book 1635, Page 88, Deed Book 1065, Page 812 and Deed Book 1726, Page 669 (Tract Six);

Thence with the common line of Deed Book 1635, Page 88 and Deed Book 1726, Page 669 (Tract Six) and continuing with the conservation easement area the following (3) courses and distances:

- (1) N 23°55'21" E a distance of 41.55 feet to an existing 3/4" iron pipe with cap;
- (2) N 46°50'46" E a distance of 44.68 feet to an existing 3/4" iron pipe with cap;
- (3) N 82°04'22" E a distance of 30.34 feet to an unmarked point, said point being in the center of a creek;

Thence continuing with the aforesaid common line, down and with the center of the creek as it meanders, and continuing with the conservation easement area the following (26) courses and distances:

- (1) S 53°39'30" E a distance of 36.94 feet to an unmarked point;
- (2) S 50°46'32" E a distance of 74.52 feet to an unmarked point;
- (3) S 47°30'11" E a distance of 147.96 feet to an unmarked point;
- (4) S 51°31'11" E a distance of 78.62 feet to an unmarked point;
- (5) S 39°59'21" E a distance of 46.44 feet to an unmarked point;
- (6) S 54°28'24" E a distance of 55.19 feet to an unmarked point;
- (7) S 46°37'05" E a distance of 52.82 feet to an unmarked point;
- (8) S 46°07'54" E a distance of 47.92 feet to an unmarked point;
- (9) S 76°37'48" E a distance of 41.42 feet to an unmarked point;
- (10)S 64°15'20" E a distance of 45.71 feet to an unmarked point;
- (11)S 78°52'04" E a distance of 32.18 feet to an unmarked point;
- (12)N 79°43'59" E a distance of 51.69 feet to an unmarked point;
- (13)N 73°09'15" E a distance of 52.43 feet to an unmarked point;
- (14)N 46°30'48" E a distance of 18.02 feet to an unmarked point;
- (15)N 78°44'31" E a distance of 28.94 feet to an unmarked point;

- (16)N 63°14'40" E a distance of 31.12 feet to an unmarked point;
- (17)N 84°58'02" E a distance of 30.89 feet to an unmarked point;
- (18)N 53°12'20" E a distance of 35.41 feet to an unmarked point;
- (19)N 21°45'47" E a distance of 20.42 feet to an unmarked point;
- (20)N 40°21'07" E a distance of 43.37 feet to an unmarked point;
- (21)N 83°08'25" E a distance of 23.13 feet to an unmarked point;
- (22)S 77°02'29" E a distance of 26.07 feet to an unmarked point;
- (23)S 23°28'40" E a distance of 25.77 feet to an unmarked point;
- (24)S 39°07'19" E a distance of 37.19 feet to an unmarked point;
- (25)S 56°27'43" E a distance of 34.48 feet to an unmarked point, said point being at the intersection of a small stream flowing from the northeast;
- (26)S 33°20'25" E a distance of 16.68 feet to an unmarked point;

Thence continuing with the aforementioned common line, leaving the creek, and continuing with the conservation easement area the following (2) courses and distances:

- (1) S 10°24'06" E a distance of 23.50 feet to an existing 3/4" iron pipe with cap;
- (2) N 60°08'23" E, crossing the creek, a distance of 144.20 feet to the TRUE POINT OF BEGINNING;

**Being all of that area of land in Conservation Easement Area B containing a total of 21.65 Acres, being the same more or less.**

**Conservation Easement Area C:**

BEGINNING AT AN EXISTING 3/4" IRON PIPE WITH CAP (CORNER 43), said pipe being in a fence, and being in the common line of Deed Book 1635, Page 88 and Deed Book 841, Page 474, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 698909.99 feet and Easting: 1864175.09 feet;

Thence with the aforementioned common line and with the conservation easement area the following (5) courses and distances:

- (1) S 05°22'41" E, generally following the fence, a distance of 171.23 feet to an existing 3/4" iron pipe with cap;

- (2) S 05°22'41" E a distance of 10.30 feet to a 30" oak (Corner 44), said oak being southwest of the fence;
- (3) S 41°25'38" E a distance of 9.80 feet to an existing 3/4" iron pipe with cap, said pipe being southwest of the fence;
- (4) S 41°25'38" E, generally following the fence, a distance of 139.53 feet to an existing 3/4" iron pipe with cap (Corner 45), said pipe being southwest of the end of the fence;
- (5) S 41°25'38" E a distance of 180.39 feet to an existing 3/4" iron pipe with cap (Corner 46), said pipe being at the common corner of Deed Book 1635, Page 88, Deed Book 1650, Page 652 (First Tract) and Deed Book 841, Page 474;

Thence leaving the aforementioned common line, with the common line of Deed Book 1635, Page 88 and Deed Book 1650, Page 652 (First Tract), and continuing with the conservation easement area S 83°45'41" W a distance of 5.43 feet to an unmarked point, said point being in the center of a creek;

Thence continuing with the aforesaid common line, down and with the center of the creek as it meanders, and continuing with the conservation easement area the following (3) courses and distances:

- (1) S 20°18'46" W a distance of 19.04 feet to an unmarked point;
- (2) S 66°14'15" W a distance of 30.41 feet to an unmarked point;
- (3) S 23°22'31" W a distance of 8.45 feet to an unmarked point;

Thence leaving the aforementioned common line, leaving the creek, and continuing with the conservation easement area the following (11) courses and distances:

- (1) N 76°11'47" W a distance of 16.39 feet to a 5/8" rebar set with a CE cap (Corner 47);
- (2) N 76°11'47" W a distance of 111.21 feet to a 5/8" rebar set with a CE cap (Corner 48);
- (3) N 64°30'17" W a distance of 196.95 feet to a 5/8" rebar set with a CE cap (Corner 49);
- (4) N 22°55'05" W a distance of 518.69 feet to a 5/8" rebar set with a CE cap (Corner 50);
- (5) N 10°23'32" E, crossing a fence, a distance of 322.45 feet to a 5/8" rebar set with a CE cap (Corner 51), said rebar being at the southwest corner of a 100 foot wide internal crossing;
- (6) N 10°23'32" E, crossing a fence, a distance of 101.91 feet to a 5/8" rebar set with a CE cap (Corner 52), said rebar being at the northwest corner of the aforesaid crossing;
- (7) N 15°32'00" W, crossing a fence, a distance of 216.38 feet to a 5/8" rebar set with a CE cap (Corner 53);

- (8) N 43°07'41" E, crossing a fence, a distance of 140.55 feet to a 5/8" rebar set with a CE cap (Corner 54);
- (9) N 57°55'39" W a distance of 193.54 feet to a 5/8" rebar set with a CE cap (Corner 55);
- (10) N 16°36'19" E a distance of 28.37 feet to a 5/8" rebar set with a CE cap (Corner 56);
- (11) S 62°02'28" E a distance of 184.04 feet to a 5/8" rebar set with a CE cap (Corner 57), said rebar being in the west line of a 30 foot wide right of way and easement of Duke Energy Progress (formerly Carolina Power & Light Company) as described in Deed Book 384, Page 436;

Thence with the aforesaid right of way line, crossing a creek, crossing a fence, and continuing with the conservation easement area S 31°19'21" E a distance of 358.76 feet to a 5/8" rebar set with a CE cap (Corner 58);

Thence leaving the aforementioned right of way line and continuing with the conservation easement area the following (4) courses and distances:

- (1) S 64°42'51" W a distance of 109.04 feet to a 5/8" rebar set with a CE cap (Corner 59), said rebar being at the northeast corner of a 100 foot wide internal crossing;
- (2) S 02°45'29" W, crossing a fence, a distance of 100.19 feet to a 5/8" rebar set with a CE cap (Corner 60), said rebar being at the southeast corner of the aforesaid crossing;
- (3) S 02°45'29" W, crossing a stream, a distance of 382.66 feet to a 5/8" rebar set with a CE cap (Corner 61);
- (4) N 84°37'19" E, crossing a fence, a distance of 119.16 feet to a 5/8" rebar set with a CE cap (Corner 62), said rebar being in a second fence, and being in the common line of Deed Book 1635, Page 88 and Deed Book 841, Page 474;

Thence with the aforesaid common line, generally following the fence, and continuing with the conservation easement area S 05°22'41" E a distance of 74.86 feet to the TRUE POINT OF BEGINNING;

**Being all of that area of land in Conservation Easement Area C containing a total of 6.01 Acres, being the same more or less.**

The following conservation easement area is located off of Siler City-Glendon Road, SR 1006, within the Matthews Township, Chatham County, North Carolina, and being on a portion of that property conveyed to James D. Ellis through Deed Book 1993, Page 1129 of the Chatham County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99987652):

**Conservation Easement Area D:**

BEGINNING AT A 5/8" REBAR SET WITH A CE CAP (CORNER 63), said rebar being between two fences, being in the common line of Deed Book 1993, Page 1129 and Deed Book 841, Page 474, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 697655.14 feet and Easting: 1863003.01 feet;

Thence leaving the aforementioned common line and with the conservation easement area the following (8) courses and distances:

- (1) N 36°38'46" W, crossing the northernmost fence, a distance of 142.91 feet to a 5/8" rebar set with a CE cap (Corner 64);
- (2) N 66°05'58" W a distance of 254.02 feet to a 5/8" rebar set with a CE cap (Corner 65);
- (3) N 57°02'00" W a distance of 149.97 feet to a 5/8" rebar set with a CE cap (Corner 66);
- (4) N 17°07'10" E a distance of 293.58 feet to a 5/8" rebar set with a CE cap (Corner 67);
- (5) N 50°52'36" W a distance of 80.33 feet to a 5/8" rebar set with a CE cap (Corner 68), said rebar being at the southernmost corner of a 100 foot wide internal crossing;
- (6) N 50°52'36" W, crossing a gravel road, a distance of 103.19 feet to a 5/8" rebar set with a CE cap (Corner 69), said rebar being at the westernmost corner of the aforesaid crossing;
- (7) N 64°38'17" W a distance of 99.38 feet to a 5/8" rebar set with a CE cap (Corner 70);
- (8) N 43°25'46" W a distance of 362.30 feet to a 5/8" rebar set with a CE cap (Corner 71), said rebar being in a fence, and being in the common line of Deed Book 1993, Page 1129 and Deed Book 794, Page 1104;

Thence with the aforesaid common line, generally following the fence, crossing a stream, and continuing with the conservation easement area N 56°32'43" E a distance of 167.93 feet to a 5/8" rebar set with a CE cap (Corner 72);

Thence leaving the aforementioned common line, leaving the fence, and continuing with the conservation easement area the following (7) courses and distances:

- (1) S 40°43'07" E a distance of 339.11 feet to a 5/8" rebar set with a CE cap (Corner 73);
- (2) S 58°05'05" E a distance of 107.47 feet to a 5/8" rebar set with a CE cap (Corner 74), said rebar being at the northernmost corner of a 100 foot wide internal crossing;
- (3) S 58°05'05" E, crossing a gravel road, a distance of 107.47 feet to a 5/8" rebar set with a CE cap (Corner 75), said rebar being at the easternmost corner of the aforesaid crossing;



- (4) S 32°07'41" E a distance of 144.26 feet to a 5/8" rebar set with a CE cap (Corner 76);
- (5) S 01°20'10" W a distance of 170.44 feet to a 5/8" rebar set with a CE cap (Corner 77);
- (6) S 65°56'54" E a distance of 281.90 feet to a 5/8" rebar set with a CE cap (Corner 78);
- (7) S 56°59'19" E a distance of 314.36 feet to a 5/8" rebar set with a CE cap (Corner 79), said rebar being in a fence, being on the north side of a stream, and being in the common line of Deed Book 1993, Page 1129 and Deed Book 841, Page 474;

Thence with the aforesaid common line, generally following the fence, crossing the stream, and continuing with the conservation easement area S 64°14'40" W a distance of 332.39 feet to the TRUE POINT OF BEGINNING;

**Being all of that area of land in Conservation Easement Area D containing a total of 6.35 Acres, being the same more or less.**

Being all of three conservation easement areas containing a total of **34.01 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, Hunter's Moon, SPO File No. 19-LA-116 and SPO File No. 19-LA-117, DMS Site ID No. 100642", on the property of James D. Ellis, dated 1/9/2025, Job# 2304038-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 03/04/24 – 05/21/24 and under the supervision of Robert A. Warner, NC PLS (License # L-4201) and shown on a plat of survey as recorded in Plat Book 2025, Pages 32 - 35 of the Chatham County Register of Deeds, to which reference should be made for a more complete description.

CERTIFICATE OF SURVEY AND ACCURACY:

CHATHAM COUNTY, NORTH CAROLINA

I, ROBERT A. WARNER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION(S) RECORDED IN DB: 1635 PG. 88, DB: 1650 PG. 652, DB: 1726 PG. 669 & DB: 1993 PG. 1129; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION AS REFERENCED; THAT THE RATIO OF PRECISION AS CALCULATED IS GREATER THAN 1:10,000; THAT THE GPS PORTION OF THIS PROJECT WAS TO PERFORM A GRID TIE TO THE NC STATE PLANE COORDINATE SYSTEM AND INFORMATION USED IS SHOWN & NOTED HEREON; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THIS PLAT DOES NOT CREATE A SUBDIVISION OF PROPERTY IN CHATHAM COUNTY. THE PURPOSE OF THIS SURVEY IS TO IDENTIFY THE CONSERVATION EASEMENT AREA ONLY. NO TRANSFER OF PROPERTY IS TAKING PLACE.

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

Amy Gilbert 1/28/2025  
REVIEW OFFICER DATE

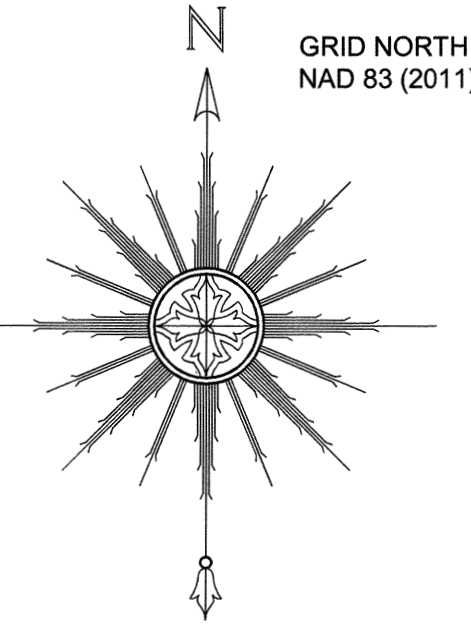
FILED Jan 28, 2025 02:20:17 pm FILED  
CHATHAM COUNTY NC  
LUNDY A. ROSS/REG  
REGISTER OF DEEDS  
PLAT SLIDE 02025 — 0032  
INSTRUMENT 00757

GPS METADATA  
CLASS OF SURVEY: HORIZONTAL: A  
FIELD PROCEDURE: REAL-TIME KINEMATIC (RTK)—VRS  
DATES: 05/03/23 —05/05/23  
DATUM: NAD 83(2011), NAVD88  
EPOCH: 2010  
GEOID: 18  
AVERAGE COMBINED FACTOR: 0.99987652  
POSITIONAL ACCURACY: HORIZONTAL: 0.10' VERTICAL: 0.16'  
UNITS: USFT  
PUBLISHED CONTROL: NCGS BONBENN  
N: 690248.28'  
E: 1876876.73'  
Z: 520.20'

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, & SEAL THIS 9TH DAY OF JANUARY 2025.



Robert A. Warner  
ROBERT A. WARNER, PLS L-4201



60' WIDE PRIVATE RIGHT OF WAY  
DB: 1635 PG. 88  
REFERENCE:  
DB: 377 PG. 532 & DB: 377 PG. 538

30' WIDE PRIVATE RIGHT OF WAY  
DB: 1635 PG. 88  
REFERENCE: DB: 377 PG. 535

TOTAL CONSERVATION  
EASEMENT AREA  
37.24 ACRES  
AREA A: 3.23 ACRES  
AREA B: 21.65 ACRES  
AREA C: 6.01 ACRES  
AREA D: 6.35 ACRES

SHEET 2

SHEET 3

SHEET 4

SHEET 3

SHEET 4

#	NORTHING	EASTING	#	NORTHING	EASTING	#	NORTHING	EASTING	#	NORTHING	EASTING
1	701432.92	1864677.80	28	701022.66	1864555.41	54	699765.01	1863978.14			
2	701417.09	1864676.89	29	701248.31	1864519.35	55	699867.78	1863814.14			
3	701353.97	1864689.04	30	701312.60	1864508.08	56	699894.97	1863822.24			
4	701145.95	1864729.07	31	701295.71	1864510.89	57	699909.69	1863864.80			
5	701026.20	1864727.16	32	701245.99	1864158.44	58	699950.21	1864171.30			
6	701035.06	1864777.30	33	701270.55	1863931.39	59	699455.64	1864072.71			
7	701085.66	1865120.59	34	701331.58	1863837.23	60	699355.57	1864007.89			
8	701082.11	1865263.72	35	701655.48	1863842.44	61	698971.35	1864049.48			
9	701232.87	1865409.93	36	701658.33	1863565.05	62	698984.52	1864168.12			
10	701408.67	1865578.83	37	701879.95	1863550.96	63	697655.14	1864003.01			
11	701503.53	1865721.81	38	701435.86	1864148.10	64	697769.80	1862917.11			
12	701537.07	1865772.35	39	701535.29	1864423.57	65	697872.72	1862685.47			
13	701376.42	1865769.79	40	701472.18	1864516.15	66	697954.32	1862599.65			
14	701351.48	1865719.38	41	701689.84	1864564.69	67	698234.89	1862646.07			
15	701308.63	1865832.87	42	701685.05	1864692.18	68	698265.58	1862553.75			
16	701193.41	1865822.30	43	698909.99	1864175.13	69	698350.69	1862503.70			
17	700834.90	1865317.53	44	698729.27	1864192.15	70	698393.26	1862413.89			
18	700942.29	1865116.82	45	698617.30	1864290.95	71	698665.37	1862164.83			
19	700682.96	1864774.55	46	698482.94	1864410.31	72	698748.94	1862304.93			
20	700851.24	1864724.36	47	698447.50	1864351.20	73	698491.93	1862526.14			
21	700745.80	1864722.67	48	698474.03	1864243.21	74	698435.11	1862617.37			
22	700652.49	1864889.73	49	698558.90	1864085.44	75	698373.29	1862708.59			
23	700199.33	1864764.48	50	699036.55	1863863.45	76	698256.13	1862785.31			
24	699623.06	1864565.21	51	699353.71	1863821.62	77	698085.73	1862781.34			
25	699515.10	1864166.58	52	699453.95	1863940.00	78	697970.84	1863038.76			
26	699692.86	1863986.85	53	699682.43	1863882.05	79	697795.57	1863302.37			
27	700393.00	1864389.81									

JAMES D. ELLIS  
PIN: 8669-18-6559  
TAX LOT #0061361  
DB: 1993 PG: 1129  
PS: 2001-341

SUSAN D. BROWNING &  
ROBERT M. BROWNING, JR.  
PIN: 8760-42-1061  
TAX LOT #0075647  
DB: 1726 PG: 669, TRACT SIX  
PB: 9 PG: 14,  
BLOCK L, TRACT 3

CE AREA A  
3.23 ACRES

DUKE ENERGY PROGRESS  
(FORMERLY CAROLINA POWER & LIGHT CO.)  
ELECTRIC DISTRIBUTION LINE  
RIGHT OF WAY WIDTH IS 30 FEET PER DB: 384 PG: 436

DUKE ENERGY PROGRESS  
(FORMERLY CAROLINA POWER & LIGHT COMPANY)  
ELECTRIC TRANSMISSION LINE  
RIGHT OF WAY WIDTH IS 70 FEET PER  
DB: H-U PG: 431 & DB: H-X PG: 134

JAMES D. ELLIS  
PIN: 8760-30-5276  
TAX LOT #0013898  
DB: 1635 PG: 88 &  
DB: 1650 PG: 652  
PS: 2022-180  
REFERENCE:  
DB: 1133 PG: 351  
PS: 2004-260, AREA A &  
PS: 2002-18, LOT 2

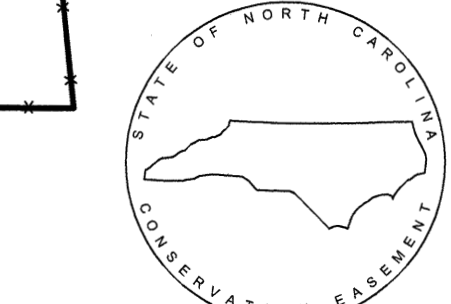
CE AREA B  
21.65 ACRES

CE AREA C  
6.01 ACRES

CE AREA D  
6.35 ACRES

5' FENCE  
MAINTENANCE ZONE

5' FENCE  
MAINTENANCE ZONE

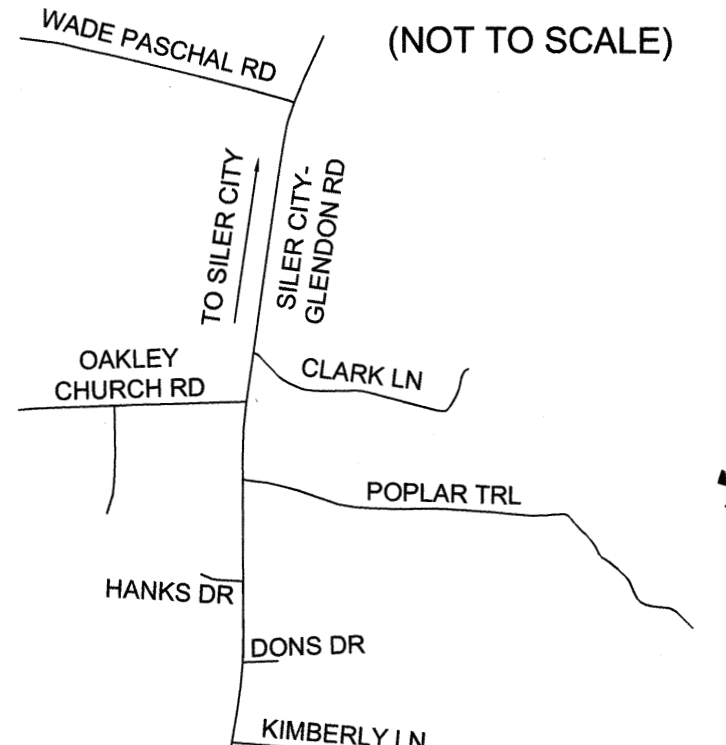


CONSERVATION EASEMENT  
CORNER-NC DMS CAP (TYPICAL)

LEGEND:

- UNMARKED POINT
- ⊙ 5/8" REBAR WITH "KEE" CAP SET
- ⊙ EXISTING 3/4" IRON PIPE WITH CAP (UNLESS OTHERWISE NOTED)
- SET 5/8" REBAR WITH CE CAP (SEE NOTE #9)
- ⊙ DECIDUOUS TREE (AS NOTED)
- ⊙ CE CORNER NUMBER
- ⊙ UTILITY POLE
- ⊙ CONSERVATION EASEMENT
- ⊙ STREAM/WATER
- ⊙ SOIL ROAD
- ⊙ GRAVEL ROAD
- ⊙ FENCE MAINTENANCE ZONE
- CE — CE — CONSERVATION EASEMENT (CE)
- CE — CE — ADJOINING EASEMENT AREA
- CE — CE — INTERNAL CE CROSSING
- CE — CE — BOUNDARY LINE
- CE — CE — BOUNDARY LINE NOT SURVEYED
- CE — CE — INTERIOR TRACT LINE
- CE — CE — ADJOINING DEED LINES
- CE — CE — TIE LINE
- CE — CE — FENCE
- CE — CE — UTILITY RIGHT OF WAY (R/W)
- CE — CE — PRIVATE RIGHT OF WAY
- CE — CE — OVERHEAD WIRE
- PS PLAT SLIDE
- PB PLAT BOOK
- PC PLAT CABINET
- SL SLIDE
- DB DEED BOOK
- PG PAGE
- IP IRON PIPE
- IPC IRON PIPE WITH CAP
- IR IRON ROD
- RBC REBAR WITH CAP
- POB POINT OF BEGINNING
- NAD NORTH AMERICAN DATUM 1983
- SPC STATE PLANE COORDINATES
- CF COMBINED FACTOR
- NCGS NORTH CAROLINA GEODETIC SURVEY
- VCP VITRIFIED CLAY PIPE

VICINITY MAP  
(NOT TO SCALE)



SITE

SURVEYOR NOTES:

- ALL DISTANCES AND COORDINATES ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE COMBINED FACTOR OF 0.99987652.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- CHATHAM COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES, THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
- BY GRAPHIC DETERMINATION, NO PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM MAP # 3710876000J & 3710866800J DATED 02/01/2007.
- PER SECTION II OF THE DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS: THE STATE OF NORTH CAROLINA, ITS EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, RECEIVE A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE PROPERTY (CHATHAM COUNTY PIN 8760-30-5276 (DEED BOOK 1635, PAGE 88 AND DEED BOOK 1650 PAGE 652), AND CHATHAM COUNTY PIN 8669-18-6559 (DEED BOOK 1993, PAGE 1129)) AT ALL REASONABLE TIMES AND AT SUCH LOCATION AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREAS. THE ACCESS EASEMENT MAY ALSO BE UTILIZED TO ACCESS THE CONSERVATION EASEMENT AREA A ON THE ADJACENT PARCEL OWNED BY SUSAN D. BROWNING AND ROBERT M. BROWNING, JR. ACCESS FOR CONSERVATION EASEMENT AREA A SHALL NOT INCLUDE ACCESS TO ANY OTHER PORTION OF CHATHAM COUNTY PIN 8760-42-1061 (DEED BOOK 1726, PAGE 669) OR ANY OTHER ADJACENT PROPERTY. 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.
- EXISTING FENCES, ROADS AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED EXCEPT WITHIN THE 5' FENCE MAINTENANCE ZONES ALONG EXISTING BOUNDARY LINES AS NOTED AND SHOWN HEREON.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #B9087 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
- THE 0.23 ACRE PARCEL DESIGNATED "AREA B" ON PLAT SLIDE 2004-260 WAS CONVEYED TO LOUIS C. SMITH THROUGH DEED BOOK 1132, PAGE 875, AND IS ALSO CLAIMED BY JAMES D. ELLIS THROUGH DEED BOOK 1635, PAGE 88, REFERENCE DB: 1605 PG: 1147.
- BOUNDARY LINES THAT FOLLOW THE CENTERLINE OF EXISTING CREEK CHANNELS THAT ARE TO BE FILLED AND RELOCATED DURING STREAM CONSTRUCTION WILL NOT MOVE TO THE NEW LOCATION OF THE CREEK. THESE BOUNDARY LINES WILL REMAIN IN THE LOCATION AS SHOWN HEREON.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 03/04/24-05/21/24.

SHEET 1 OF 4

A CONSERVATION EASEMENT SURVEY FOR:  
THE STATE OF NORTH CAROLINA  
DIVISION OF MITIGATION SERVICES  
"HUNTER'S MOON"  
SPO FILE NO.'S 19-LA-116 & 19-LA-117 DMS SITE ID NO. 100642

PARCEL IDENTIFIER #: 8760-42-1061 (TAX LOT #0075647)  
8760-30-5276 (TAX LOT #0013898), & 8669-18-6559 (TAX LOT #0061361)

CURRENT OWNERS LISTED AS:  
SUSAN D. BROWNING & ROBERT M. BROWNING, JR.; JAMES D. ELLIS  
DEED REFERENCES: DB: 1726 PG: 669, DB: 1635 PG: 88,  
DB: 1650 PG: 652 & DB: 1993 PG: 1129  
SITE ADDRESS: POPLAR TRAIL, SILER CITY, NC 27344

MATTHEWS TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA

FIELD SURVEY BY: ZC, MB, JR, JB, RP DRAWN BY: RW CHECKED BY: JL  
SURVEY DATE: 1/9/25 JOB #2304038-CE  
REVISION: DATE:

0' 250' 500' 750'  
ONE INCH = TWO HUNDRED & FIFTY FEET

SHEET SIZE: 24"x36" SCALE: 1"=250'

**Kee**  
MAPPING & SURVEYING  
P.O. Box 2566  
Asheville, NC 28802  
(828) 575-9021  
www.keemap.com  
License # C-3039

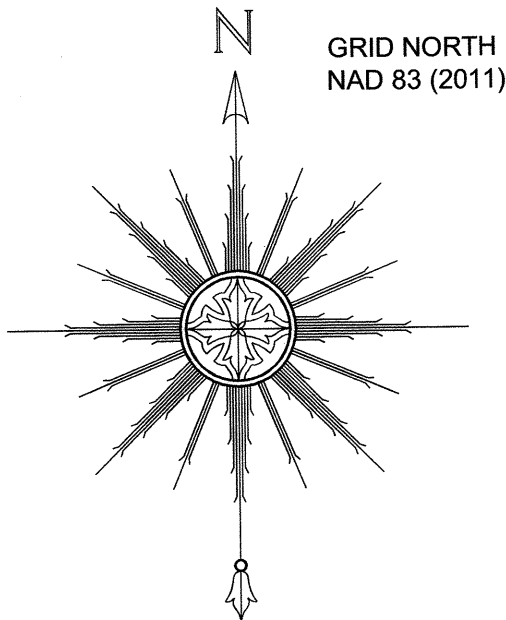
2025-32



WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &  
SEAL THIS 9TH DAY OF JANUARY 2025.



ROBERT A. WARNER PLS L-4201



TOTAL CONSERVATION  
EASEMENT AREA  
3.23 ACRES  
AREA A: 3.23 ACRES

FILED Jan 28, 2025 02:21:47 pm  
PLAT SLIDE 02025 0033  
INSTRUMENT 00758

SUSAN D. BROWNING &  
ROBERT M. BROWNING, JR.  
PIN: 8760-42-1990  
TAX LOT #0014050  
DB: 1726 PG: 669, TRACT TWO  
PB: 9 PG: 14, BLOCK L, TRACT 2

CHATHAM COUNTY, NORTH CAROLINA

THIS PLAT DOES NOT CREATE A SUBDIVISION OF  
PROPERTY IN CHATHAM COUNTY. THE PURPOSE OF  
THIS SURVEY IS TO IDENTIFY THE CONSERVATION  
EASEMENT AREA ONLY. NO TRANSFER OF PROPERTY  
IS TAKING PLACE.

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

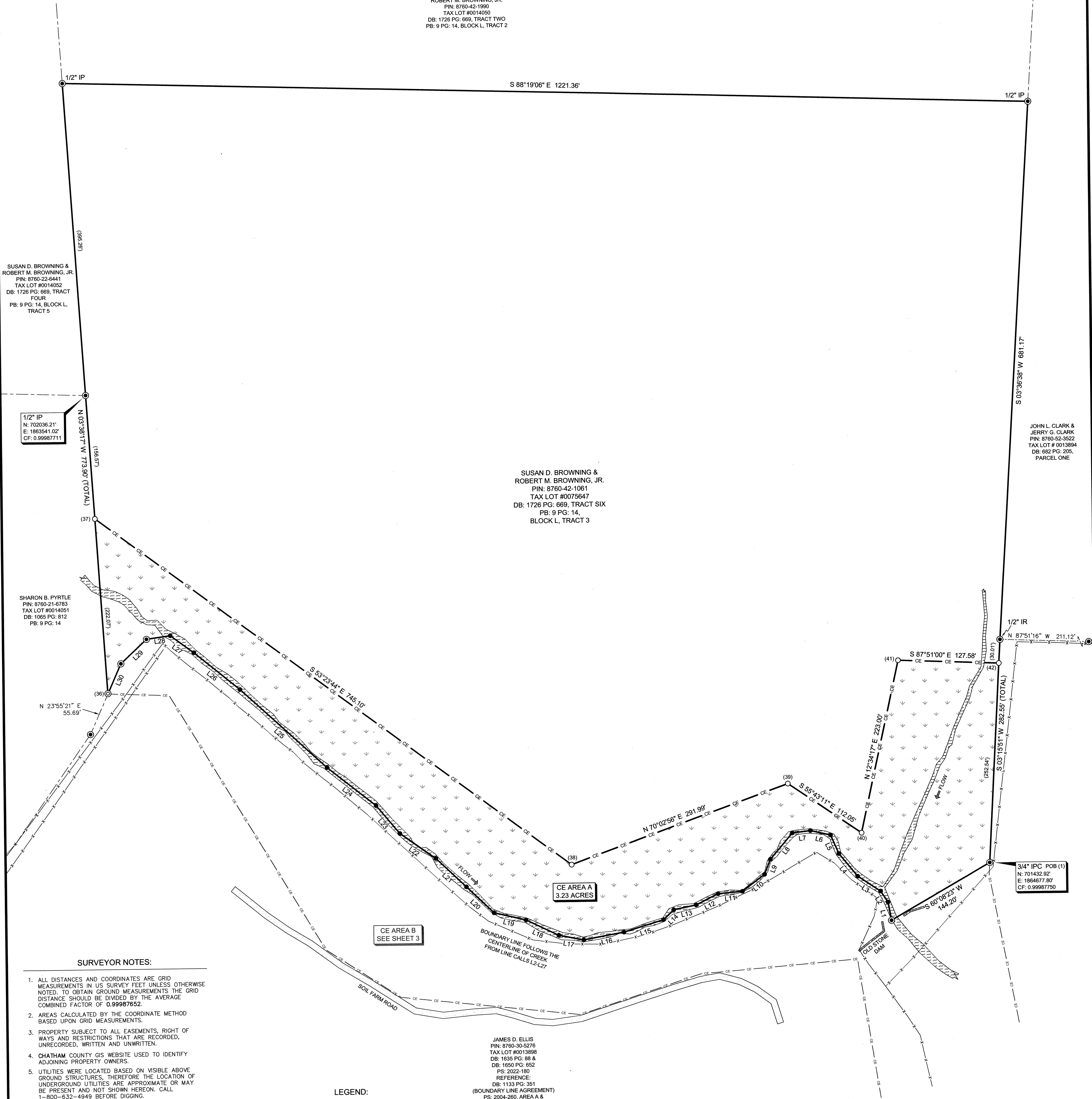
Amy Gilbert 1/28/2025  
REVIEW OFFICER DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I/WE HEREBY CERTIFY THAT I/WE AM/ARE THE OWNER(S)  
OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON.  
I/WE ALSO HEREBY ACCEPT AND ADOPT THIS RECORD  
PLAT AND CONSERVATION EASEMENT WITH MY/OUR FREE  
CONSENT AND DEDICATE ALL EASEMENTS, RIGHT OF  
WAYS AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE  
USE AS NOTED ON SAID PLAT.

Susan D. Browning 1/21/25  
SUSAN D. BROWNING DATE

Robert M. Browning Jr. 1/21/25  
ROBERT M. BROWNING, JR. DATE



SURVEYOR NOTES:

- ALL DISTANCES AND COORDINATES ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE COMBINED FACTOR OF 0.99987652.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- CHATHAM COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
- BY GRAPHIC DETERMINATION, NO PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM MAP# 3710876000J & 3710866800J DATED 02/01/2007.
- PER SECTION II OF THE DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS: THE STATE OF NORTH CAROLINA, ITS EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, RECEIVE A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE PROPERTY (CHATHAM COUNTY PIN 8760-42-1990 (DEED BOOK 1635, PAGE 88 AND DEED BOOK 1650 PAGE 652), AND CHATHAM COUNTY PIN 8669-18-6559 (DEED BOOK 1993, PAGE 1129)) AT ALL REASONABLE TIMES AND AT SUCH LOCATION AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREAS. THE ACCESS EASEMENT MAY ALSO BE UTILIZED TO ACCESS THE CONSERVATION EASEMENT AREA A ON THE ADJACENT PARCEL OWNED BY SUSAN D. BROWNING AND ROBERT M. BROWNING, JR. ACCESS FOR CONSERVATION EASEMENT AREA A SHALL NOT INCLUDE ACCESS TO ANY OTHER PORTION OF CHATHAM COUNTY PIN 8760-42-1061 (DEED BOOK 1726, PAGE 669) OR ANY OTHER ADJACENT PROPERTY. 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.
- EXISTING FENCES, ROADS AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED EXCEPT WITHIN THE 5' FENCE MAINTENANCE ZONES ALONG EXISTING BOUNDARY LINES AS NOTED AND SHOWN HEREON.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #89087 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
- BOUNDARY LINES THAT FOLLOW THE CENTERLINE OF EXISTING CREEK CHANNELS THAT ARE TO BE FILLED AND RELOCATED DURING STREAM CONSTRUCTION WILL NOT MOVE TO THE NEW LOCATION OF THE CREEK. THESE BOUNDARY LINES WILL REMAIN IN THE LOCATION AS SHOWN HEREON.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 03/04/24-05/21/24.

LEGEND:

- UNMARKED POINT
- ⊙ 5/8" REBAR WITH "KEE" CAP SET
- ⊙ EXISTING 3/4" IRON PIPE WITH CAP (UNLESS OTHERWISE NOTED)
- SET 5/8" REBAR WITH CE CAP (SEE NOTE #9)
- (#) CE CORNER NUMBER
- CE CONSERVATION EASEMENT
- GE ADJOINING EASEMENT AREA
- BOUNDARY LINE
- - - ADJOINING DEED LINES
- X-X- FENCE
- PS PLAT SLIDE
- PB PLAT BOOK
- DB DEED BOOK
- PG PAGE
- IPC IRON PIPE WITH CAP
- IR IRON ROD
- POB POINT OF BEGINNING
- NAD NORTH AMERICAN DATUM 1983
- SPC STATE PLANE COORDINATES
- CF COMBINED FACTOR
- NCGS NORTH CAROLINA GEODETIC SURVEY

JAMES D. ELLIS  
PIN: 8760-30-5276  
TAX LOT #0013898  
DB: 1635 PG: 88 &  
DB: 1650 PG: 652  
PS: 2022-180  
REFERENCE:  
DB: 1133 PG: 351  
(BOUNDARY LINE AGREEMENT)  
PS: 2004-260, AREA A &  
PS: 2002-16, LOT 2

LINE	BEARING	DISTANCE
L1	N 10°24'06" W	23.50'
L2	N 33°20'25" W	16.88'
L3	N 56°27'43" W	34.48'
L4	N 39°07'19" W	37.19'
L5	N 23°28'40" W	25.77'
L6	N 77°02'29" W	26.07'
L7	S 83°08'25" W	23.13'
L8	S 40°21'07" W	43.37'
L9	S 21°45'47" W	20.42'
L10	S 53°12'20" W	35.41'
L11	S 84°58'02" W	30.89'
L12	S 63°14'40" W	31.12'
L13	S 78°44'31" W	28.94'
L14	S 46°30'48" W	18.02'
L15	S 73°09'15" W	52.43'
L16	S 79°43'59" W	51.69'
L17	N 78°52'04" W	32.18'
L18	N 64°15'20" W	45.71'
L19	N 76°37'48" W	41.42'
L20	N 46°07'54" W	47.92'
L21	N 46°37'05" W	52.82'
L22	N 54°29'24" W	55.19'
L23	N 39°59'21" W	46.44'
L24	N 51°31'11" W	78.62'
L25	N 47°30'11" W	147.96'
L26	N 50°46'32" W	74.52'
L27	N 53°39'30" W	36.94'
L28	S 82°04'22" W	30.34'
L29	S 46°50'46" W	44.68'
L30	S 23°55'21" W	41.55'



CONSERVATION EASEMENT  
CORNER-NC DMS CAP (TYPICAL)

#	NORTHING	EASTING
1	701432.92	1864677.80
36	701658.33	1863565.05
37	701879.95	1863550.96
38	701435.66	1864149.10
39	701535.29	1864423.57
40	701472.18	1864516.15
41	701689.84	1864564.69
42	701685.05	1864692.18

SHEET 2 OF 4

A CONSERVATION EASEMENT SURVEY FOR:  
THE STATE OF NORTH CAROLINA  
DIVISION OF MITIGATION SERVICES  
"HUNTER'S MOON"

SPO FILE NO.'S 19-LA-116 & 19-LA-117 DMS SITE ID NO. 100642

PARCEL IDENTIFIER #: 8760-42-1061 (TAX LOT #0075647)

CURRENT OWNERS LISTED AS:  
SUSAN D. BROWNING & ROBERT M. BROWNING, JR.  
DEED REFERENCE: DB: 1726 PG: 669  
SITE ADDRESS: POPLAR TRAIL, SILER CITY, NC 27344  
MATTHEWS TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA

FIELD SURVEY BY: ZC, MB, JR, JB, RP DRAWN BY: RW CHECKED BY: JL  
SURVEY DATE: 1/9/25 JOB #2304038-CE

REVISION: DATE:

0' 60' 120' 180'  
ONE INCH = SIXTY FEET

SHEET SIZE: 24"X36" SCALE: 1"=60'

Kee  
MAPPING & SURVEYING

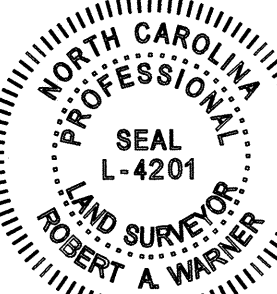
P.O. Box 2566  
Asheville, NC 28802  
(828) 575-9021  
www.keemap.com  
License # C-3039

2025-33

2025-33



WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &  
SEAL THIS 9TH DAY OF JANUARY, 2025.



ROBERT A. WARNER PLS L-4201

# CHATHAM COUNTY, NORTH CAROLINA

THIS PLAT DOES NOT CREATE A SUBDIVISION OF PROPERTY IN CHATHAM COUNTY. THE PURPOSE OF THIS SURVEY IS TO IDENTIFY THE CONSERVATION EASEMENT AREA ONLY. NO TRANSFER OF PROPERTY IS TAKING PLACE.

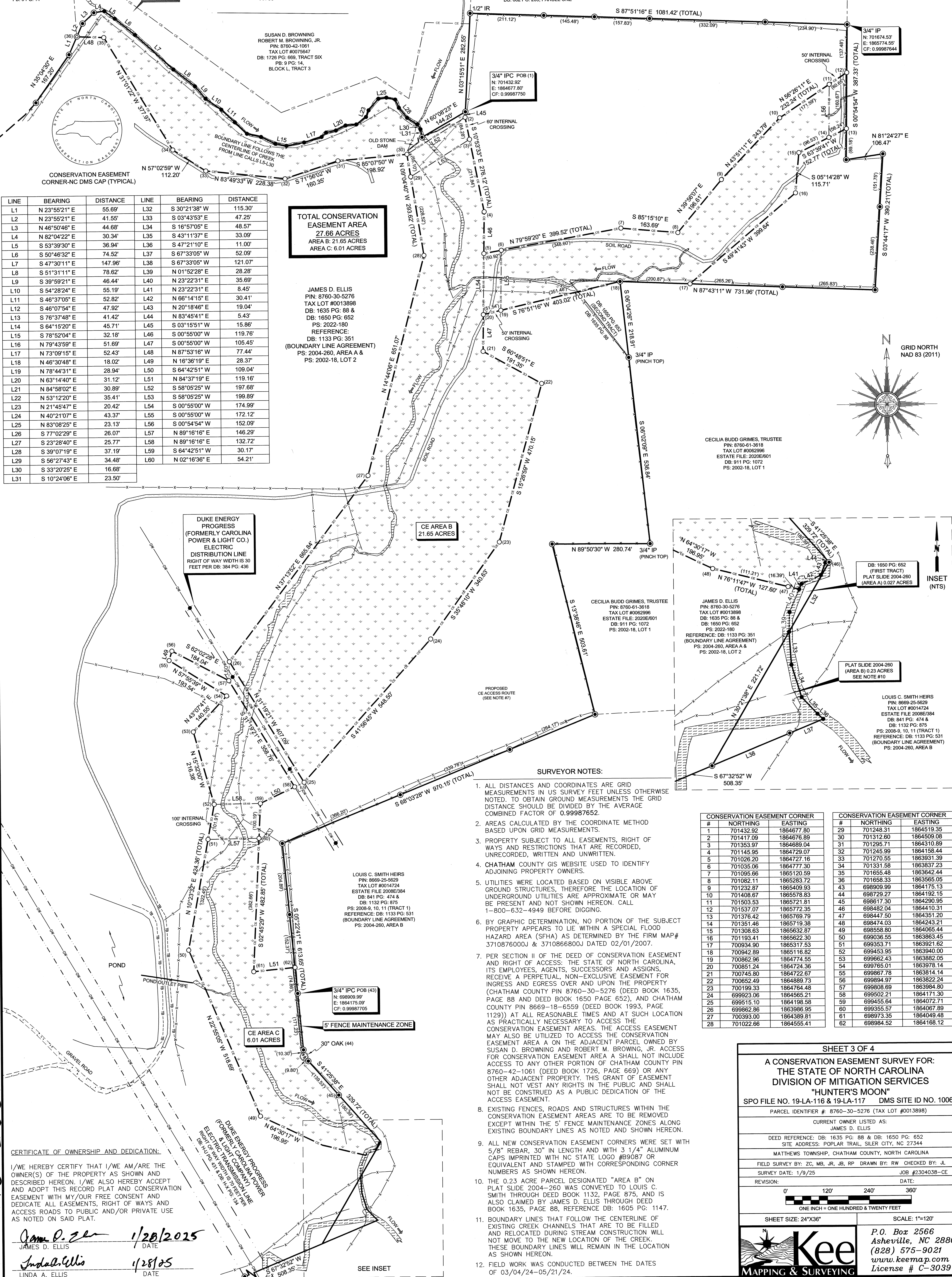
I, Amy Cilbert, REVIEW OFFICER FOR CHATHAM COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Amy Cilbert 1/28/2025  
REVIEW OFFICER DATE

FILED Jan 28, 2025 02:22:43 pm  
PLAT SLIDE 02025 0034  
INSTRUMENT 00759

FILED CHATHAM COUNTY NC  
LINDA A. ELLIS  
REGISTER OF DEEDS

SHARON B. PYRTLE  
PIN: 8760-21-6783  
TAX LOT #0014051  
DB: 1065 PG: 812  
PS: 9 PG: 14



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 23°55'21" E	55.69'	L32	S 30°21'38" W	115.30'
L2	N 23°55'21" E	41.55'	L33	S 03°43'53" E	47.25'
L3	N 46°50'46" E	44.68'	L34	S 16°57'05" E	48.57'
L4	N 82°04'22" E	30.34'	L35	S 43°11'37" E	33.09'
L5	S 53°39'30" E	36.94'	L36	S 47°21'10" E	11.00'
L6	S 50°46'32" E	74.52'	L37	S 67°33'05" W	52.09'
L7	S 47°30'11" E	147.96'	L38	S 67°33'05" W	121.07'
L8	S 51°31'11" E	78.62'	L39	N 01°52'28" E	28.28'
L9	S 39°59'21" E	46.44'	L40	N 23°22'31" E	35.69'
L10	S 54°28'24" E	55.19'	L41	N 23°22'31" E	8.45'
L11	S 46°37'05" E	52.82'	L42	N 66°14'15" E	30.41'
L12	S 46°07'54" E	47.92'	L43	N 20°18'46" E	19.04'
L13	S 76°37'48" E	41.42'	L44	N 83°45'41" E	5.43'
L14	S 64°15'20" E	45.71'	L45	S 03°15'51" W	15.86'
L15	S 78°52'04" E	32.18'	L46	S 00°55'00" W	119.76'
L16	N 79°43'59" E	51.69'	L47	S 00°55'00" W	105.45'
L17	N 73°09'15" E	52.43'	L48	N 87°53'16" W	77.44'
L18	N 46°30'48" E	18.02'	L49	N 16°36'19" E	28.37'
L19	N 78°44'31" E	28.94'	L50	S 64°42'51" W	109.04'
L20	N 63°14'40" E	31.12'	L51	N 84°37'19" E	119.16'
L21	N 84°58'02" E	30.89'	L52	S 58°05'25" W	197.68'
L22	N 53°12'20" E	35.41'	L53	S 58°05'25" W	199.89'
L23	N 21°45'47" E	20.42'	L54	S 00°55'00" W	174.99'
L24	N 40°21'07" E	43.37'	L55	S 00°55'00" W	172.12'
L25	N 83°08'25" E	23.13'	L56	S 00°54'54" W	152.09'
L26	S 77°02'29" E	26.07'	L57	N 89°16'16" E	146.29'
L27	S 23°28'40" E	25.77'	L58	N 89°16'16" E	132.72'
L28	S 39°07'19" E	37.19'	L59	S 64°42'51" W	30.17'
L29	S 56°27'43" E	34.48'	L60	N 02°16'36" E	54.21'
L30	S 33°20'25" E	16.68'			
L31	S 10°24'06" E	23.50'			

TOTAL CONSERVATION EASEMENT AREA  
27.66 ACRES  
AREA A: 21.65 ACRES  
AREA C: 6.01 ACRES

JAMES D. ELLIS  
PIN: 8760-30-5276  
TAX LOT #0013898  
DB: 1635 PG: 88 &  
DB: 1650 PG: 652  
PS: 2022-180  
REFERENCE: DB: 1133 PG: 351  
(BOUNDARY LINE AGREEMENT)  
PS: 2004-260, AREA A &  
PS: 2002-18, LOT 2

DUKE ENERGY PROGRESS  
(FORMERLY CAROLINA POWER & LIGHT CO.)  
ELECTRIC DISTRIBUTION LINE  
RIGHT OF WAY WIDTH IS 30 FEET PER DB: 384 PG: 436

CE AREA B  
21.65 ACRES

## SURVEYOR NOTES:

- ALL DISTANCES AND COORDINATES ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE COMBINED FACTOR OF 0.99987652.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- CHATHAM COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES, THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
- BY GRAPHIC DETERMINATION, NO PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL PLACE HAZARD AREA (SHA) AS DETERMINED BY THE FIRM MAP# 371087600J & 3710866800J DATED 02/01/2007.
- PER SECTION II OF THE DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS: THE STATE OF NORTH CAROLINA, ITS EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, RECEIVE A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE PROPERTY (CHATHAM COUNTY PIN 8760-30-5276 (DEED BOOK 1635, PAGE 88 AND DEED BOOK 1650 PAGE 652), AND CHATHAM COUNTY PIN 8669-18-6559 (DEED BOOK 1993, PAGE 1129)) AT ALL REASONABLE TIMES AND AT SUCH LOCATION AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREAS. THE ACCESS EASEMENT MAY ALSO BE UTILIZED TO ACCESS THE CONSERVATION EASEMENT AREA A ON THE ADJACENT PARCEL OWNED BY SUSAN D. BROWNING AND ROBERT M. BROWNING, JR. ACCESS FOR CONSERVATION EASEMENT AREA A SHALL NOT INCLUDE ACCESS TO ANY OTHER PORTION OF CHATHAM COUNTY PIN 8760-42-1061 (DEED BOOK 1726, PAGE 669) OR ANY OTHER ADJACENT PROPERTY. 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.
- EXISTING FENCES, ROADS AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED EXCEPT WITHIN THE 5' FENCE MAINTENANCE ZONES ALONG EXISTING BOUNDARY LINES AS NOTED AND SHOWN HEREON.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #B9087 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
- THE 0.23 ACRE PARCEL DESIGNATED "AREA B" ON PLAT SLIDE 2004-260 WAS CONVEYED TO LOUIS C. SMITH THROUGH DEED BOOK 1132, PAGE 875, AND IS ALSO CLAIMED BY JAMES D. ELLIS THROUGH DEED BOOK 1635, PAGE 88, REFERENCE DB: 1650 PG: 1147.
- BOUNDARY LINES THAT FOLLOW THE CENTERLINE OF EXISTING CREEK CHANNELS THAT ARE TO BE FILLED AND RELOCATED DURING STREAM CONSTRUCTION WILL NOT MOVE TO THE NEW LOCATION OF THE CREEK. THESE BOUNDARY LINES WILL REMAIN IN THE LOCATION AS SHOWN HEREON.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 03/04/24-05/21/24.

CONSERVATION EASEMENT CORNER			CONSERVATION EASEMENT CORNER		
#	NORTHING	EASTING	#	NORTHING	EASTING
1	701432.92	1864677.80	29	701249.31	1864519.35
2	701417.09	1864676.89	30	701312.60	1864509.08
3	701353.97	1864689.04	31	701295.71	1864310.89
4	701145.95	1864729.07	32	701245.99	1864158.44
5	701026.20	1864727.16	33	701270.55	1863931.39
6	701035.06	1864777.30	34	701331.58	1863837.23
7	701095.66	1865120.59	35	701655.48	1863642.44
8	701082.11	1865283.72	36	701658.33	1863565.05
9	701232.87	1865409.93	43	698909.99	1864175.13
10	701408.67	1865578.83	44	698729.27	1864192.15
11	701503.53	1865721.81	45	698617.30	1864290.95
12	701537.07	1865772.35	46	698432.04	1864410.31
13	701376.42	1865769.79	47	698447.50	1864351.20
14	701351.46	1865719.38	48	698474.03	1864243.21
15	701308.63	1865632.87	49	698558.80	1864065.44
16	701193.41	1865622.30	50	698036.55	1863863.45
17	700934.90	1865317.53	51	698935.71	1863921.62
18	700942.89	1865116.82	52	698453.95	1863940.00
19	700862.96	1864774.55	53	698662.43	1863882.05
20	700851.24	1864724.36	54	698765.01	1863978.14
21	700745.80	1864722.67	55	698987.78	1863814.14
22	700652.49	1864889.73	56	698984.97	1863822.24
23	700199.33	1864764.48	57	698986.89	1863984.80
24	699923.06	1864565.21	58	699502.21	1864171.30
25	699515.10	1864198.58	59	699455.64	1864072.71
26	699862.86	1863986.95	60	699355.57	1864067.89
27	700393.00	1864389.81	61	698973.35	1864049.48
28	701022.66	1864555.41	62	698984.52	1864168.12

CONSERVATION EASEMENT CORNER			CONSERVATION EASEMENT CORNER		
#	NORTHING	EASTING	#	NORTHING	EASTING
29	701249.31	1864519.35	30	701312.60	1864509.08
31	701295.71	1864310.89	32	701245.99	1864158.44
33	701270.55	1863931.39	34	701331.58	1863837.23
35	701655.48	1863642.44	36	701658.33	1863565.05
43	698909.99	1864175.13	44	698729.27	1864192.15
45	698617.30	1864290.95	46	698432.04	1864410.31
47	698447.50	1864351.20	48	698474.03	1864243.21
49	698558.80	1864065.44	50	698036.55	1863863.45
51	698935.71	1863921.62	52	698453.95	1863940.00
53	698662.43	1863882.05	54	698765.01	1863978.14
55	698987.78	1863814.14	56	698984.97	1863822.24
57	698986.89	1863984.80	58	699502.21	1864171.30
59	699455.64	1864072.71	60	699355.57	1864067.89
61	698973.35	1864049.48	62	698984.52	1864168.12

SHEET 3 OF 4

A CONSERVATION EASEMENT SURVEY FOR:  
THE STATE OF NORTH CAROLINA  
DIVISION OF MITIGATION SERVICES  
"HUNTER'S MOON"

SPO FILE NO. 19-LA-116 & 19-LA-117 DMS SITE ID NO. 100642

PARCEL IDENTIFIER #: 8760-30-5276 (TAX LOT #0013898)

CURRENT OWNER LISTED AS:  
JAMES D. ELLIS

DEED REFERENCE: DB: 1635 PG: 88 & DB: 1650 PG: 652  
SITE ADDRESS: POPLAR TRAIL, SILER CITY, NC 27344

MATTHEWS TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA

FIELD SURVEY BY: JC, MB, JR, JR, RP DRAWN BY: RW CHECKED BY: JL

SURVEY DATE: 1/9/25 DATE:

REVISION: 0' 120' 240' 360'  
ONE INCH = ONE HUNDRED & TWENTY FEET

SHEET SIZE: 24"x36" SCALE: 1"=120'

P.O. Box 2566  
Asheville, NC 28802  
(828) 575-9021  
www.keemap.com  
License # C-3039

## CERTIFICATE OF OWNERSHIP AND DEDICATION:

I/WE HEREBY CERTIFY THAT I/WE AM/ARE THE OWNER(S) OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON. I/WE ALSO HEREBY ACCEPT AND ADOPT THIS RECORD PLAT AND CONSERVATION EASEMENT WITH MY/OUR FREE CONSENT AND DEDICATE ALL EASEMENTS, RIGHT OF WAYS AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED ON SAID PLAT.

James D. Ellis 1/28/2025  
JAMES D. ELLIS DATE  
Linda A. Ellis 1/28/2025  
LINDA A. ELLIS DATE

SEE INSET

2025-34

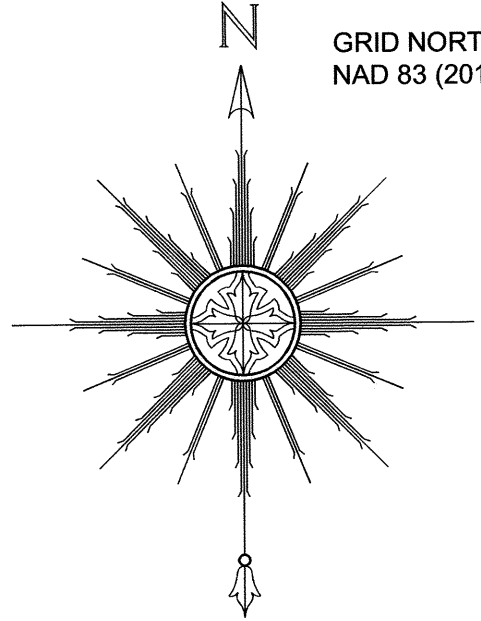
2025-34



WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &  
SEAL THIS 9TH DAY OF JANUARY, 2025.



ROBERT A. WARNER PLS L-4201



GRID NORTH  
NAD 83 (2011)

TOTAL CONSERVATION  
EASEMENT AREA  
6.35 ACRES  
AREA D: 6.35 ACRES

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I/WE HEREBY CERTIFY THAT I/WE AM/ARE THE OWNER(S)  
OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON.  
I/WE ALSO HEREBY ACCEPT AND ADOPT THIS RECORD  
PLAT AND CONSERVATION EASEMENT WITH MY/OUR FREE  
CONSENT AND DEDICATE ALL EASEMENTS, RIGHT OF  
WAYS AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE  
USE AS NOTED ON SAID PLAT.

JAMES D. ELLIS 1/28/2025  
DATE

LINDA A. ELLIS 1/28/2025  
DATE

CHATHAM COUNTY, NORTH CAROLINA

THIS PLAT DOES NOT CREATE A SUBDIVISION OF PROPERTY  
IN CHATHAM COUNTY. THE PURPOSE OF THIS SURVEY IS TO  
IDENTIFY THE CONSERVATION EASEMENT AREA ONLY. NO  
TRANSFER OF PROPERTY IS TAKING PLACE.

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

AMYGILBERT 1/28/2025  
REVIEW OFFICER DATE

FILED Jan 28, 2025 02:23:40 pm  
PLAT SLIDE 02025 0035  
INSTRUMENT 00760

FILED  
CHATHAM  
COUNTY, NC  
LINDA A. ROSS  
REGISTER  
OF DEEDS

ALAN A. ROSENBLUM  
PIN: 8669-29-1207  
TAX LOT #0061362  
DB: 794 PG: 1104  
PC: A SL: 344, TRACT TWO

JAMES D. ELLIS  
PIN: 8669-18-6559  
TAX LOT #0061361  
DB: 1993 PG: 1129  
PS: 2001-341

JAMES D. ELLIS  
PIN: 8760-30-5276  
TAX LOT #0013898  
DB: 1635 PG: 88 &  
DB: 1650 PG: 652  
PS: 2022-180  
REFERENCE:  
DB: 1133 PG: 351  
(BOUNDARY LINE AGREEMENT)  
PS: 2004-260, AREA A &  
PS: 2002-16, LOT 2

JAMES D. ELLIS  
PIN: 8669-18-6559  
TAX LOT #0061361  
DB: 1993 PG: 1129  
PS: 2001-341

CE AREA D  
6.35 ACRES

SURVEYOR NOTES:

- ALL DISTANCES AND COORDINATES ARE GRID MEASUREMENTS  
IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN  
GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE  
DIVIDED BY THE AVERAGE COMBINED FACTOR OF 0.99987652.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED  
UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS  
AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED,  
WRITTEN AND UNWRITTEN.
- CHATHAM COUNTY GIS WEBSITE USED TO IDENTIFY  
ADJOINING PROPERTY OWNERS.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND  
STRUCTURES, THEREFORE THE LOCATION OF UNDERGROUND  
UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT  
SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
- BY GRAPHIC DETERMINATION, NO PORTION OF THE  
SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL  
FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM  
MAP# 371087600J & 3710866800J DATED 02/01/2007.
- PER SECTION II OF THE DEED OF CONSERVATION EASEMENT AND  
RIGHT OF ACCESS: THE STATE OF NORTH CAROLINA, ITS  
EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, RECEIVE A  
PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND  
EGRESS OVER AND UPON THE PROPERTY (CHATHAM COUNTY PIN  
8760-30-5276 (DEED BOOK 1635, PAGE 88 AND DEED BOOK  
1650 PAGE 652), AND CHATHAM COUNTY PIN 8669-18-6559  
(DEED BOOK 1993, PAGE 1129)) AT ALL REASONABLE TIMES AND  
AT SUCH LOCATION AS PRACTICALLY NECESSARY TO ACCESS THE  
CONSERVATION EASEMENT AREAS. THE ACCESS EASEMENT MAY  
ALSO BE UTILIZED TO ACCESS THE CONSERVATION EASEMENT  
AREA A ON THE ADJACENT PARCEL OWNED BY SUSAN D.  
BROWNING AND ROBERT M. BROWNING, JR. ACCESS FOR  
CONSERVATION EASEMENT AREA A SHALL NOT INCLUDE ACCESS  
TO ANY OTHER PORTION OF CHATHAM COUNTY PIN  
8760-42-1061 (DEED BOOK 1726, PAGE 669) OR ANY OTHER  
ADJACENT PROPERTY. 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.
- EXISTING FENCES, ROADS AND STRUCTURES WITHIN THE  
CONSERVATION EASEMENT AREAS ARE TO BE REMOVED  
EXCEPT WITHIN THE 5' FENCE MAINTENANCE ZONES ALONG  
EXISTING BOUNDARY LINES AS NOTED AND SHOWN HEREON.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET  
WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4"  
ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO  
#B9087 OR EQUIVALENT AND STAMPED WITH  
CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF  
03/04/24-05/21/24.

LEGEND:

- EXISTING 3/4" IRON PIPE WITH CAP  
(UNLESS OTHERWISE NOTED)
- SET 5/8" REBAR WITH CE CAP  
(SEE NOTE #9)
- TREE (AS NOTED)
- CE CORNER NUMBER
- CONSERVATION EASEMENT
- STREAM/WATER
- GRAVEL ROAD
- FENCE MAINTENANCE ZONE
- CONSERVATION EASEMENT (CE)
- ADJOINING EASEMENT AREA
- INTERNAL CE CROSSING
- BOUNDARY LINE
- BOUNDARY LINE NOT SURVEYED
- ADJOINING DEED LINES
- FENCE
- PLAT SLIDE
- PLAT CABINET
- SLIDE
- DEED BOOK
- PAGE
- IRON PIPE
- IRON PIPE WITH CAP
- REBAR WITH CAP
- POINT OF BEGINNING
- NORTH AMERICAN DATUM 1983
- STATE PLANE COORDINATES
- COMBINED FACTOR
- VITRIFIED CLAY PIPE



CONSERVATION EASEMENT  
CORNER-NC DMS CAP (TYPICAL)

#	NORTHING	EASTING
63	697655.14	1863003.01
64	697759.90	1862917.71
65	697972.72	1862885.47
66	697954.32	1862559.65
67	698234.89	1862646.07
68	698285.58	1862583.75
69	698350.69	1862503.70
70	698393.26	1862413.89
71	698656.37	1862164.83
72	698748.94	1862304.93
73	698491.93	1862526.14
74	698435.11	1862617.37
75	698378.29	1862708.59
76	698256.13	1862785.31
77	698085.73	1862781.34
78	697970.84	1863038.76
79	697799.57	1863302.37

SHEET 4 OF 4	
A CONSERVATION EASEMENT SURVEY FOR: THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES "HUNTER'S MOON"	
SPO FILE NO. 19-LA-116 & 19-LA-117	DMS SITE ID NO. 100642
PARCEL IDENTIFIER #: 8669-18-6559 (TAX LOT #0061361)	
CURRENT OWNER LISTED AS: JAMES D. ELLIS	
DEED REFERENCE: DB: 1993 PG: 1129 SITE ADDRESS: POPLAR TRAIL, SILER CITY, NC 27344	
MATTHEWS TOWNSHIP, CHATHAM COUNTY, NORTH CAROLINA	
FIELD SURVEY BY: ZC, MB, JR, JB, RP	DRAWN BY: RW
SURVEY DATE: 1/9/25	CHECKED BY: JL
REVISION:	JOB #2304038-CE
DATE:	
0 80' 160' 240'	
ONE INCH = EIGHTY FEET	
SHEET SIZE: 24"X36"	SCALE: 1"=80'
P.O. Box 2566 Asheville, NC 28802 (828) 575-9021 www.keemap.com License # C-3039	

2025-35

2025-35