

Mudhoney

Chatham County

Project ID #100643

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



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BOOK	02461
START PAGE	0687
END PAGE	0698
INSTRUMENT #	02815
EXCISE TAX	\$143.00

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

EXCISE TAX: \$143.00

SPO FILE Number: 19-LA-122

DMS Project Number: 100643

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 26 day of March, 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

NCDMS Full Delivery Conservation Easement Template

AG reviewed 11 May 2017



**WHEREAS**, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **452048014-08**.

**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 property situated, lying, and being in Gulf Township, Chatham County, North Carolina (the "**Property**"), and being more

particularly described as that certain parcel of land containing approximately 74.31 acres and being conveyed to the Grantor by **Estate File 015E-0119** in the office of the Clerk of Superior Court for Chatham County, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

CE Area 5 (4.39 acres) and CE Area 8 (0.37 acre) containing a total of **4.76 acres** as shown on the plat of survey entitled "Conservation Easement for the State North Carolina Division of Mitigation Services, Mudhoney, DMS Project ID# 100643 and SPO File No. 19-LA-122", Property of James Douglas Ellis, dated 3/31/25 prepared by John A. Rudolph (k2 Design Group), PLS Number L-4194 and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2025, Page 93 (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 conservations easements damages the investment and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State (Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

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

#### V. ENFORCEMENT AND REMEDIES

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

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

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

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

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

## VI. MISCELLANEOUS

**A.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or

agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

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

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

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

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

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

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

and

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

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

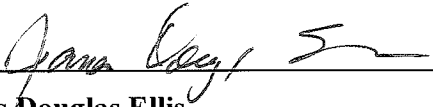
## **VII. QUIET ENJOYMENT**

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

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

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

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

 (SEAL)  
**James Douglas Ellis**

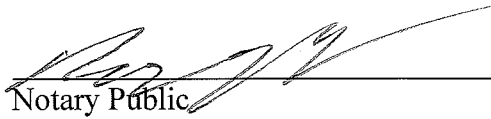
 (SEAL)  
**Linda Ann Ellis**



NORTH CAROLINA  
COUNTY OF Chatham

I, Robert W. Bugg, a Notary Public, 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.

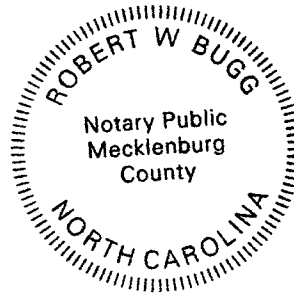
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 26 day of March, 2025.

  
\_\_\_\_\_  
Notary Public

(Official Stamp or Seal)

My commission expires:

8-23-26



***EXHIBIT A*****Conservation Easement Area 5**

All of the Conservation Easement Area 5 of the Mudhoney Site over a portion of the land of James Douglas Ellis (Parcel ID: 8976, PIN 868800749627) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 10 and being located South 40°14'02" West 1,927.81 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011). Said Point No. 10 being an iron stake.

Thence from the Point of Beginning (Point No. 10), thence North 47°52'44" East 323.72' to an iron stake; (Point No. 11)

thence North 23°47'43" East 238.55' to an iron stake; (Point No. 12)

thence North 25°41'46" East 151.16' to an iron stake; (Point No. 13)

thence North 43°34'03" East 158.32' to an iron stake; (Point No. 14)

thence South 00°17'41" West 285.71' to an iron stake; (Point No. 77)

thence South 00°17'41" West 50.17' to a pinched top iron; (Point No. 78)

thence South 00°15'42" West 60.66' to an iron stake; (Point No. 79)

thence South 00°15'42" West 175.92' to an iron stake; (Point No. 90)

thence South 00°15'42" West 245.72' to a pinched top iron; (Point No. 91)

thence North 75°25'30" West 348.50' to an iron stake; (Point No. 92)

thence North 75°25'30" West 175.45' to an iron stake; (Point No. 92)

which is the point of beginning,  
having an area of 4.39 acres

**Conservation Easement Area 8**

All of the Conservation Easement Area 8 of the Mudhoney Site over a portion of the land of James Douglas Ellis (Parcel ID: 8976, PIN 868800749627) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron pipe (Point of Beginning) labeled as Point No. 19 and being located North 76°07'45" West 752.41 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 19), thence North 27°08'15" West 281.52' to an iron stake; (Point No. 20)

thence South 88°30'06" East 129.71' to a concrete monument; (Point No. 107)

thence South 00°17'25" West 117.27' to a non-monumented point in creek; (Point No. 108)

thence South 00°17'25" West 129.87' to an iron pipe; (Point No. 19)

which is the point of beginning,  
having an area of 0.37 acres

FILED  
 CHATHAM COUNTY NC  
 LUNDAY A. RIGGSBEE  
 REGISTER OF DEEDS

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FILED Jun 26, 2025  
 AT 01:48:19 pm  
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 START PAGE 1061  
 END PAGE 1071  
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 EXCISE TAX \$16.00

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

*EXCISE TAX: \$16.00*

SPO File Number: 19-LA-124

DMS Project Number: 100643

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 26 day of June, 2025, by **Shirley W. McKeithan, Unmarried ("Grantor")**, whose mailing address is **559 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

**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 **452048014-08**.

**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 property situated, lying, and being in Gulf Township, Chatham County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 15.52 acres

and being conveyed to the Grantor by deed as recorded in **Deed Book 561, Page 775** of the Chatham County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

CE Area 11 containing a total of **0.52 acres** as shown on the plat of survey entitled "Partial Boundary and Conservation Easement Survey for the State North Carolina Division of Mitigation Services, Mudhoney, DMS Project ID#100643, SPO File Nos. 19-LA-122, 19-LA-124, 19-LA-126, 19-LA-127 and 19-LA-128", dated 6/13/2025, prepared by John A. Rudolph (k2 Design Group), PLS Number L-4194 (property of Shirley W. McKeithan as shown on sheet 8 of 8) and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2025, Pages 193 - 200 (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

NCDMS Full Delivery Conservation Easement Template

AG reviewed 11 May 2017

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.

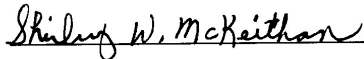
## VII. QUIET ENJOYMENT

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)  
Shirley W. McKeithan

NORTH CAROLINA  
COUNTY OF Chatham

I, Robert W. Bugg, a Notary Public, do hereby certify that **Shirley W. McKeithan**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

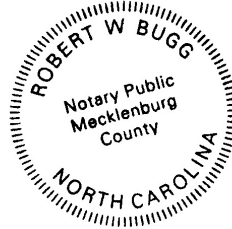
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 26 day of June, 2025.

  
\_\_\_\_\_  
Notary Public

(Official Stamp or Seal)

My commission expires:

August 23, 2026



*EXHIBIT A*

**Conservation Easement Area 11**

All of the Conservation Easement Area 11 of the Mudhoney Site over a portion of the land of McKeithan (Parcel ID: 8928, PIN 868800862481) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 44 and being located North 06°05'06" West 1512.04 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 44), thence North 00°30'38" West 118.56' to an iron stake; (Point No. 45)

thence North 29°34'28" East 104.37' to an iron stake; (Point No. 46)

thence South 30°19'17" East 125.94' to an iron pipe; (Point No. 47)

thence South 38°37'49" East 131.19' to a pinched top; (Point No. 48)

thence North 89°27'13" West 64.04' to an iron stake; (Point No. 49)

thence North 89°27'13" West 131.91' to an iron stake; (Point No. 44)

which is the point of beginning,  
having an area of 0.52 acres

FILED  
CHATHAM COUNTY NC  
LUNDAY A. RIGGSBEE  
REGISTER OF DEEDS

FILED Jun 26, 2025  
AT 12:53:36 pm  
BOOK 02474  
START PAGE 1024  
END PAGE 1035  
INSTRUMENT # 05572  
EXCISE TAX \$107.00

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

EXCISE TAX: \$107.00

SPO File Number: 19-LA-126

DMS Project Number: 100643

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 26 day of June, 2025, by **Joseph B. Beaver, Jr. and spouse, Ann F. Beaver, a/k/a Lou Ann Beaver** (collectively "**Grantor**"), whose mailing address is **13842 NC Hwy 902, 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

**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 **452048014-08**.

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



particularly described as those certain parcels of land containing approximately 14.78 acres and 4.53 acres and being conveyed to the Grantor by deeds recorded in **Deed Book 312, Page 561** and in **Deed Book 533, Page 897** of the Chatham County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

CE Area 1 (0.88 acres), CE Area 3 (1.33 acres) and CE Area 4 (1.34 acres) containing a total of **3.55 acres** as shown on the plat of survey entitled "Partial Boundary and Conservation Easement Survey for the State North Carolina Division of Mitigation Services, Mudhoney, DMS Project ID#100643, SPO File Nos. 19-LA-122, 19-LA-124, 19-LA-126, 19-LA-127 and 19-LA-128", dated 06/13/2025, prepared by John A. Rudolph (k2 Design Group), PLS Number L-4194 (property of Joseph B. Beaver and wife, Lou Ann Beaver as shown on sheet 2 of 8) and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2025, Pages 193 - 200 (the "Plat").

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

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

#### **I. DURATION OF EASEMENT**

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

## II. ACCESS EASEMENT

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

## III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### IV. GRANTEE RESERVED USES

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

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

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

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

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

## **V. ENFORCEMENT AND REMEDIES**

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

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

**C. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent 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.

*[signatures to follow]*

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

Joseph B. Beaver, Jr. (SEAL)  
Joseph B. Beaver, Jr.

Ann F. Beaver (SEAL)  
Ann F. Beaver, a/k/a Lou Ann Beaver

NORTH CAROLINA  
COUNTY OF Chatham

I, Benjamin Mcguire, a Notary Public, do hereby certify that **Joseph B. Beaver, Jr. and Ann F. Beaver, a/k/a Lou Ann Beaver**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

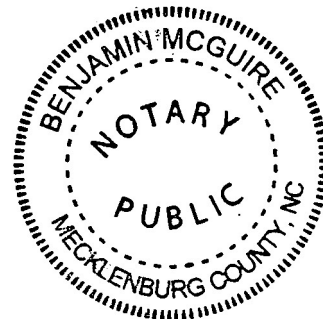
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 25 day of June, 2025.

Benjamin Mcguire  
Notary Public

(Official Stamp or Seal)

My commission expires:

4-11-27





*EXHIBIT A*

**Conservation Easement Area 1**

All of the Conservation Easement Area 1 of the Mudhoney Site over a portion of the land of Joseph B. Beaver and Lou Ann Beaver (Parcel ID: 8603, PIN 868800723831) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 106 and being located South 37°53'24" West 2,576.99 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011). Said Point No. 106 being a Pinched Top Iron.

Thence from the Point of Beginning (Point No. 106), South 56°21'40" West 494.83' to a pinched top iron; (Point No. 105)

thence North 01°56'34" East 169.87' to an iron stake; (Point No. 1)

thence North 76°42'08" East 222.34' to an iron stake; (Point No. 2)

thence North 56°42'49" East 110.13' to an iron stake; (Point No. 3)

thence North 75°45'34" East 116.00' to an iron stake; (Point No. 4)

thence South 22°17'37" West 38.67' to a pinched top iron; (Point No. 106)

which is the point of beginning,  
having an area of 0.88 acres.

**Conservation Easement Area 3**

All of the Conservation Easement Area 3 of the Mudhoney Site over a portion of the land of Beaver (Parcel ID: 67108, PIN 868800727572) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 106 and being located South 37°53'24" West 2,576.99 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011). Said Point No. 106 being a Pinched Top Iron.

Thence from the Point of Beginning (Point No. 106), thence North 22°17'37" East 38.67' to an iron stake; (Point No. 4)

thence North 75°45'34" East 29.70' to an iron stake; (Point No. 5)

thence North 44°51'01" East 247.67' to an iron stake; (Point No. 6)  
thence North 16°12'44" East 25.00' to an iron stake; (Point No. 7)  
thence South 74°07'51" East 151.88' to an iron stake; (Point No. 94)  
thence South 23°14'53" West 25.21' to an iron stake; (Point No. 95)  
thence South 23°14'53" West 42.40' to an iron stake; (Point No. 96)  
thence South 33°49'50" West 183.78' to an iron stake; (Point No. 97)  
thence South 57°00'32" West 124.02' to an iron stake; (Point No. 98)  
thence North 59°34'03" West 160.25' to an iron stake; (Point No. 106)  
which is the point of beginning,  
having an area of 1.33 acres.

**Conservation Easement Area 4**

All of the Conservation Easement Area 4 of the Mudhoney Site over a portion of the land of Beaver (Parcel ID: 8603, PIN 868800723831) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 10 and being located South 40°14'02" West 1,927.81 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011). Said Point No. 10 being an iron stake.

Thence from the Point of Beginning (Point No. 10), thence South 75°25'30" East 175.45' to an iron stake; (Point No. 92)

thence South 23°14'53" West 281.18' to an iron stake; (Point No. 93)  
thence South 23°14'53" West 63.53' to an iron stake; (Point No. 94)  
thence North 74°07'51" West 151.88' to an iron stake; (Point No. 7)  
thence North 16°12'44" East 63.00' to an iron stake; (Point No. 8)  
thence North 16°12'44" East 244.66' to an iron stake; (Point No. 9)  
thence North 47°52'44" East 35.66' to an iron stake; (Point No. 10)

which is the point of beginning,  
having an area of 1.34 acres.

FILED	
CHATHAM COUNTY NC	
LUNDAY A. RIGGSBEE	
REGISTER OF DEEDS	
FILED	Jun 26, 2025
AT	02:32:48 pm
BOOK	02474
START PAGE	1091
END PAGE	1101
INSTRUMENT #	05581
EXCISE TAX	\$27.00

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

SPO File Number: 19-LA-127

Project Number: 100643

**EXCISE TAX: \$ 27.00**

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 26 day of June, 202~~5~~, by **Blake F. Moore and spouse, Elizabeth Lee Moore** (collectively "**Grantor**"), whose mailing address is **13974 NC Hwy 902, 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

**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 **452048014-08**.

**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 property situated, lying, and being in Gulf Township, Chatham County, North Carolina (the "**Property**"), and being more

particularly described as that certain parcel of land containing approximately 5.189 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 1713, Page 614** of the Chatham County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

CE Area 2 containing a total of **0.87 acres** as shown on the plat of survey entitled "Partial Boundary and Conservation Easement Survey for the State North Carolina Division of Mitigation Services, Mudhoney, DMS Project ID#100643, SPO File Nos. 19-LA-122, 19-LA-124, 19-LA-126, 19-LA-127 and 19-LA-128", dated 6/13/25, prepared by John A. Rudolph (k2 Design Group), PLS Number L-4194 (property of Blake F. Moore as shown on sheet 3 of 8) and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2025, Pages 193 - 200 (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.

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#### 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,

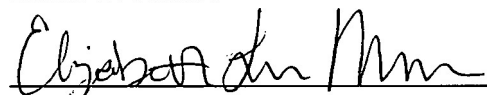
**TO HAVE AND TO HOLD**, the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes,

**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)

**Blake F. Moore**

 (SEAL)

**Elizabeth Lee Moore**

NORTH CAROLINA  
COUNTY OF Chatham

I, Benjamin McGuire a Notary Public, do hereby certify that **Blake F. Moore and Elizabeth Lee Moore**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

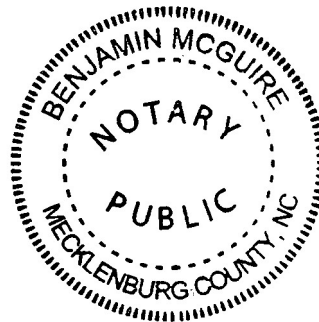
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 25 day of June, 2025.

Benjamin McGuire  
Notary Public

(Official Stamp or Seal)

My commission expires:

4-11-27



*EXHIBIT A*

**Conservation Easement Area 2**

All of the Conservation Easement Area 2 of the Mudhoney Site over a portion of the land of Moore (Parcel ID: 65467, PIN 868800723290) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 106 and being located South 37°53'24" West 2,576.99 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011). Said Point No. 106 being a Pinched Top Iron.

Thence from the Point of Beginning (Point No. 106), thence South 59°34'03" East 160.25' to an iron stake; (Point No. 98)

thence South 57°00'32" West 33.24' to an iron stake; (Point No. 99)

thence South 86°19'57" West 97.46' to an iron stake; (Point No. 100)

thence North 76°52'24" West 42.31' to an iron stake; (Point No. 101)

thence South 59°28'49" West 162.92' to an iron stake; (Point No. 102)

thence South 72°00'37" West 87.03' to an iron stake; (Point No. 103)

thence South 19°08'49" West 150.33' to an iron stake (Point No. 104)

; thence North 56°36'26" West 133.38' to a pinched top iron; (Point No. 105)

thence North 56°21'40" East 494.83' to a pinched top iron; (Point No. 106)

which is the point of beginning,  
having an area of 0.87 acres.

FILED  
 CHATHAM COUNTY NC  
 LUNDAY A. RIGGSBEE  
 REGISTER OF DEEDS

---

FILED Jun 26, 2025  
 AT 12:00:44 pm  
 BOOK 02474  
 START PAGE 0936  
 END PAGE 0952  
 INSTRUMENT # 05561  
 EXCISE TAX \$639.00

STATE OF NORTH CAROLINA

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

CHATHAM COUNTY

EXCISE TAX: \$639.00

**SPO File Number: 19-LA-128**  
**DMS Project Number: 100643**

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 26 day of June, 2025, by **LuAnne Moore, Individually; AND Laura Anne Collins, Trustee of Trust for Stephen Bertis Moore under Last Will and Testament of Todd Stephen Moore** (collectively "**Grantor**"), whose mailing address is **c/o LuAnne Moore, 491 Elmer Moore 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

**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 **452048014-08**.

**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 Gulf Township, Chatham County, North Carolina (the "**Property**"), and being more particularly described as those certain parcels of land containing approximately 2.12 acres, 46 acres and 45.10 acres and being conveyed to the Grantor by deed recorded in **Deed Book 2451, Page 654, Deed Book 896, Page 87, Deed Book 2446, Page 868 and Deed Book 2446, Page 871** of the Chatham County Registry, North Carolina and **Estate File #23E/0634** in the office of the Clerk of Superior Court for Chatham County, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

CE Area 6 (2.08 acres), CE Area 7 (10.79 acres), CE Area 9 (2.77 acres), CE Area 10 (5.65 acres) and CE Area 12 (1.06 acres) containing a total of **22.35 acres** as shown on the plat of survey entitled "Partial Boundary and Conservation Easement Survey for the State North Carolina Division of Mitigation Services, Mudhoney, DMS Project ID#100643, SPO File Nos. 19-LA-122, 19-LA-124, 19-LA-126, 19-LA-127 and 19-LA-128", dated 6/13/2025, prepared by John A. Rudolph (k2 Design Group), PLS Number L-4194 (property of Lu Anne Moore and Laura Anne Collins (Trustee of Trust for Stephen Bertis Moore) as shown on sheet 5 of 8, sheet 6 of 8 and sheet 7 of 8) and recorded in the Chatham County, North Carolina Register of Deeds at Plat Book 2025, Pages 193 - 200 (the "**Plat**").

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

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



## I. DURATION OF EASEMENT

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

## II. ACCESS EASEMENT

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

## III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### IV. GRANTEE RESERVED USES

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

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

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

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

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

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

## V. ENFORCEMENT AND REMEDIES

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

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

**C. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent 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.

*[signatures to follow]*

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

LuAnne Moore (SEAL)

LuAnne Moore

NORTH CAROLINA  
COUNTY OF Chatham

I, Robert W. Bugg, a Notary Public, do hereby certify that LuAnne Moore, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

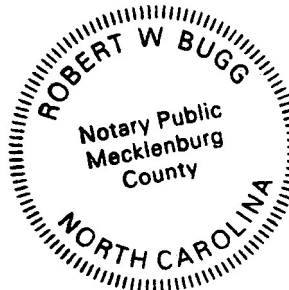
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 26 day of June, 2025.

Robert W. Bugg  
Notary Public

(Official Stamp or Seal)

My commission expires:

8-23-26



Laura Anne Collins (SEAL)  
Laura Anne Collins, Trustee of Trust for

Stephen Bertis Moore under Last Will and  
Testament of Todd Stephen Moore

NORTH CAROLINA  
COUNTY OF Chatham

I, Robert W. Bugg, a Notary Public, do hereby certify that **Laura Anne Collins, Trustee of Trust for Stephen Bertis Moore under Last Will and Testament of Todd Stephen Moore**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

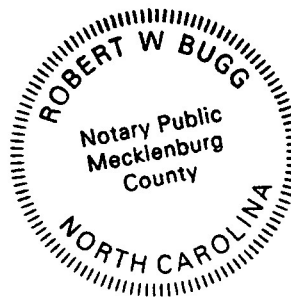
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 26 day of June, 2025.

Robert W. Bugg  
Notary Public

(Official Stamp or Seal)

My commission expires:

8-23-26





*EXHIBIT A*

**Conservation Easement Area 6**

All of the Conservation Easement Area 6 of the Mudhoney Site over a portion of the land of Bertis E. Moore Trust, et al (Parcel ID: 60908, PIN 868800849288) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 79 and being located South 31°55'02" West 1,392.45 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011). Said Point No. 79, being an iron stake.

Thence from the Point of Beginning (Point No. 79), thence South 83°36'05" East 531.56' to an iron stake; (Point No. 80) Located on the Western Right of Way of NC Hwy 902

thence along the Western Right of Way of NC Hwy 902, South 39°17'47" West 26.68' to an iron stake; (Point No. 81)

thence South 39°52'27" West 56.24' to an iron stake; (Point No. 82)

thence South 40°35'05" West 53.73' to an iron stake; (Point No. 83)

thence South 41°07'00" West 54.19' to an iron stake; (Point No. 84)

thence South 42°04'42" West 54.82' to an iron stake; (Point No. 85)

thence South 43°16'47" West 35.25' to an iron stake; (Point No. 86)

thence leaving said right of way, South 62°51'20" West 41.64' to an iron stake; (Point No. 87)

thence South 86°56'18" West 54.75' to an iron stake; (Point No. 88)

thence North 20°56'47" West 105.89' to an iron pipe; (Point No. 89)

thence North 85°10'33" West 215.79' to an iron stake; (Point No. 90)

thence North 00°15'42" East 175.92' to an iron stake; (Point No. 79)

which is the point of beginning,  
having an area of 2.08 acres.

**Conservation Easement Area 7**

All of the Conservation Easement Area 7 of the Mudhoney Site over a portion of the land of Bertis E. Moore Trust, et al (Parcel ID: 60908, PIN 868800849288) lying and being situated in

# BK 2474 PG 0948

Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron pipe (Point of Beginning) labeled as Point No. 19 and being located North 76°07'45" West 752.41 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 19), thence North 00°17'25" East 129.87' to a non-monumented corner in a creek; (Point No. 108)

thence South 89°14'31" East 104.43' to an iron stake; (Point No. 32)

thence South 27°03'04" East 152.90' to an iron stake; (Point No. 33)

thence South 56°45'42" East 240.49' to an iron stake; (Point No. 34)

thence North 47°30'45" East 161.99' to an iron stake; (Point No. 35)

thence North 58°20'16" East 133.13' to an iron stake; (Point No. 36)

thence North 58°20'16" East 53.39' to an iron stake; (Point No. 37)

thence North 30°00'55" East 61.21' to an iron stake; (Point No. 38)

thence South 89°14'31" East 102.94' to a concrete monument; (Point No. 109)

thence North 01°13'12" West 115.26' to a concrete monument; (Point No. 110)

thence South 88°15'46" East 160.09' to an iron stake; (Point No. 64)

thence South 33°48'17" West 307.25' to an iron stake; (Point No. 65)

thence South 33°48'18" West 50.12' to an iron stake; (Point No. 66)

thence South 38°55'18" West 250.57' to an iron stake; (Point No. 67)

thence South 54°04'27" West 130.11' to an iron stake; (Point No. 68)

thence South 83°25'32" East 449.82' to an iron stake; (Point No. 69)

thence North 61°48'02" East 215.81' to an iron stake; (Point No. 70)

thence South 28°04'15" East 122.31' to an iron stake; (Point No. 71)

thence South 51°28'52" West 249.64' to an iron stake; (Point No. 72)

thence North 80°22'34" West 267.74' to an iron stake; (Point No. 73)  
thence North 88°12'02" West 250.35' to an iron stake; (Point No. 74)  
thence South 33°24'06" West 176.27' to an iron stake; (Point No. 75)  
thence South 18°49'00" West 274.17' to an iron stake; (Point No. 76)  
thence South 39°47'21" West 450.45' to an iron stake; (Point No. 77)  
thence North 00°17'41" East 285.71' to an iron stake; (Point No. 14)  
thence North 43°34'03" East 157.85' to an iron stake; (Point No. 15)  
thence North 15°16'24" East 150.59' to an iron stake; (Point No. 16)  
thence North 23°46'00" East 442.23' to an iron stake; (Point No. 17)  
thence North 52°10'29" West 354.29' to an iron stake; (Point No. 18)  
  
thence North 27°08'15" West 94.55' to an iron stake; (Point No. 19)

which is the point of beginning,  
having an area of 10.79 acres.

**Conservation Easement Area 9**

All of the Conservation Easement Area 9 of the Mudhoney Site over a portion of the land of Bertis E. Moore Trust, et al (Parcel ID: 8955, PIN 868800857302) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at a concrete monument (Point of Beginning) labeled as Point No. 107 and being located North 59°37'05" West 845.30 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 107), thence North 88°30'06" West 129.71'  
an iron stake; (Point No. 20)  
  
thence North 07°48'39" West 202.16' to an iron stake; (Point No. 21)  
  
thence North 14°43'28" West 202.86' to an iron stake; (Point No. 22)  
  
thence North 00°03'34" West 179.83' to an iron stake; (Point No. 23)

thence North 00°03'34" West 78.69' to an iron stake; (Point No. 24)  
thence North 00°03'34" West 68.25' to an iron stake; (Point No. 25)  
thence North 63°38'11" East 164.12' to an iron stake; (Point No. 26)  
thence South 03°47'32" West 184.16' to an iron stake; (Point No. 27)  
thence South 01°01'43" West 78.23' to an iron stake; (Point No. 28)  
thence South 06°50'31" East 175.79' to an iron stake; (Point No. 29)  
thence South 22°44'09" East 116.93' to an iron stake; (Point No. 30)  
thence South 07°35'11" East 207.45' to an iron stake; (Point No. 31)  
thence South 27°03'04" East 188.83' to an iron stake; (Point No. 32)  
thence North 89°14'31" West 104.43' to a non-monumented corner in a creek; (Point No. 108)  
thence North 00°17'25" East 117.27' to an iron stake; (Point No. 107)  
which is the point of beginning,  
having an area of 2.77 acres.

**Conservation Easement Area 10**

All of the Conservation Easement Area 10 of the Mudhoney Site over a portion of the land of Bertis E. Moore Trust, et al (Parcel ID: 8955, PIN 868800857302) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 44 and being located North 06°05'06" West 1512.04 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 44), thence South 89°27'13" East 131.91' to an iron stake; (Point No. 49)

thence South 00°02'37" East 8.50' to an iron stake; (Point No. 50)

thence South 00°02'37" East 50.00' to an iron stake; (Point No. 51)

thence South 00°02'37" East 28.05' to an iron stake; (Point No. 52)

thence South 14°06'42" East 133.14' to an iron stake; (Point No. 53)  
thence South 24°28'13" East 226.65' to an iron stake; (Point No. 54)  
thence South 44°20'10" East 262.51' to an iron stake; (Point No. 55)  
thence North 60°47'45" East 155.60' to an iron stake; (Point No. 56)  
thence South 00°16'34" East 66.56' to an iron stake; (Point No. 111)  
thence South 00°16'10" East 107.46' to an iron stake; (Point No. 62)  
thence South 00°16'10" East 390.45' to a concrete monument; (Point No. 63)  
thence North 88°15'46" West 205.46' to an iron stake; (Point No. 64)  
thence North 88°15'46" West 160.09' to a concrete monument; (Point No. 110)  
thence South 01°13'12" East 115.26' to a concrete monument; (Point No. 109)  
thence North 89°14'31" West 102.94' to an iron stake; (Point No. 38)  
thence North 30°00'55" East 500.28' to an iron stake; (Point No. 39)  
thence North 37°56'38" West 377.86' to an iron stake; (Point No. 40)  
thence North 19°42'14" West 389.67' to an iron stake; (Point No. 41)  
thence North 00°30'38" West 45.79' to an iron stake; (Point No. 42)  
thence North 00°30'38" West 50.01' to an iron stake; (Point No. 43)  
thence North 00°30'38" West 8.50' to an iron stake; (Point No. 44)  
  
which is the point of beginning,  
having an area of 5.65 acres.

**Conservation Easement Area 12**

All of the Conservation Easement Area 12 of the Mudhoney Site over a portion of the land formerly Lewis (Parcel ID: 75098, PIN 868800956484) to be combined with Bertis E. Moore Trust, et al (Parcel ID: 8955, PIN 868800857302) lying and being situated in Gulf Township, Chatham County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 111 and being located North 24°50'48" West 993.90 feet from an iron stake (Point No. 136) with N.C. Grid Coordinates N= 684,531.7280', E= 1,889,077.2127' (NAD '83/2011).

Thence from the Point of Beginning (Point No. 111), thence North 00°16'34" West 66.56' to an iron stake; (Point No. 56)

thence North 60°47'45" East 29.75' to an iron stake; (Point No. 57)

thence North 50°01'56" East 251.33' to an iron stake; (Point No. 58)

thence along the right of way of US Hwy 421, South 38°37'48" East 55.37' to an iron stake; (Point No. 59)

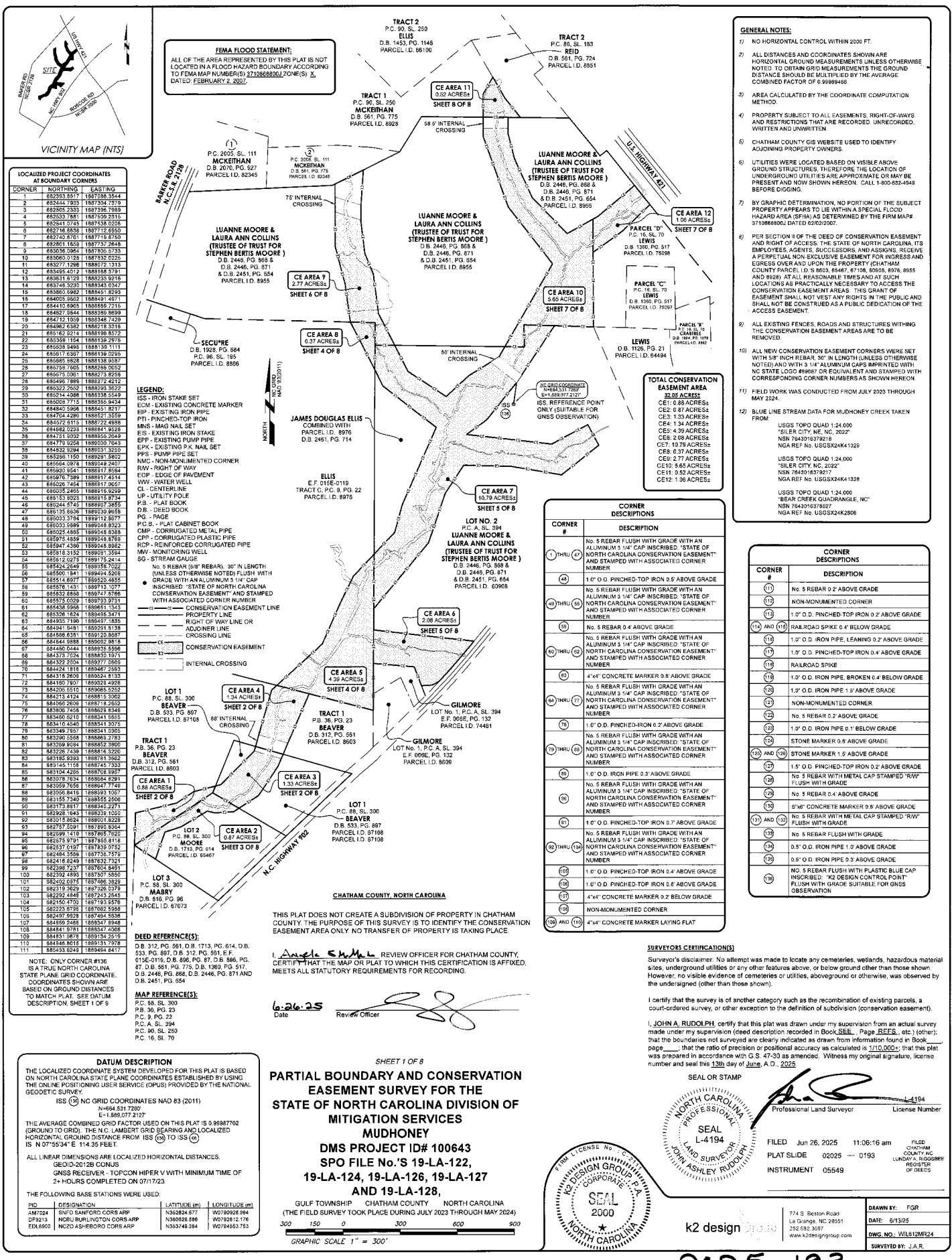
thence, continuing with said right of way, South 38°39'14" East 74.12' to an iron stake; (Point No. 60)

thence leaving said right of way, South 46°24'12" West 197.23' to an iron stake; (Point No. 61)

thence South 54°05'06" West 192.36' to an iron stake; (Point No. 62)

thence North 00°16'10" West 107.46' to an iron stake; (Point No. 111)

which is the point of beginning,  
having an area of 1.06 acres.



- GENERAL NOTES:**
- 1) NO HORIZONTAL CONTROL WITHIN 2000 FT.
  - 2) ALL DISTANCES AND COORDINATES SHOWN ARE HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED TO OBTAIN GRID MEASUREMENTS THE GROUND DISTANCE SHOULD BE MULTIPLIED BY THE AVERAGE COMBINED FACTOR OF 0.99989466
  - 3) AREA CALCULATED BY THE COORDINATE COMPUTATION METHOD.
  - 4) PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
  - 5) CHATHAM COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
  - 6) UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOW SHOWN HEREON. CALL 1-800-852-4548 BEFORE DIGGING.
  - 7) 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# 3710868001 DATED 02/02/2007.
  - 8) 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 PARCEL ID. 58563, 58467, 67108, 69589, 8076, 8655 AND 8626) AT ALL REASONABLE TIMES AND AT SUCH LOCATIONS AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREAS. 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.
  - 9) ALL EXISTING FENCES, ROADS AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
  - 10) ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" INTERNAL REBAR, 30" IN LENGTH UNLESS OTHERWISE NOTED AND WITH 3/4" ALUMINUM CAPS REBATED WITH NO STATE LOG #89697 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
  - 11) FIELD WORK WAS CONDUCTED FROM JULY 2023 THROUGH MAY 2024.
  - 12) BLUE LINE STREAM DATA FOR MUDHONEY CREEK TAKEN FROM:

USGS TOPO QUAD 1:24,000  
"SILER CITY NC, 2022"  
NSN 7540397871  
NGA REF. NO. USGS24K41329

USGS TOPO QUAD 1:24,000  
"SILER CITY NC, 2022"  
NSN 7540397871  
NGA REF. NO. USGS24K41329

USGS TOPO QUAD 1:24,000  
"SILER CITY NC, 2022"  
NSN 7540397871  
NGA REF. NO. USGS24K41329

USGS TOPO QUAD 1:24,000  
"SILER CITY NC, 2022"  
NSN 7540397871  
NGA REF. NO. USGS24K41329

CORNER DESCRIPTIONS	
CORNER #	DESCRIPTION
(1)	1.0" O.D. PINCHED-IRON 3/4" ABOVE GRADE
(2)	1.0" O.D. PINCHED-IRON 3/4" ABOVE GRADE
(3)	1.0" O.D. PINCHED-IRON 3/4" ABOVE GRADE
(4)	1.0" O.D. PINCHED-IRON 3/4" ABOVE GRADE
(5)	1.0" O.D. PINCHED-IRON 3/4" ABOVE GRADE
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(100)	1.0" O.D. PINCHED-IRON 3/4" ABOVE GRADE

**SURVEYOR'S CERTIFICATION(S)**

Surveyor's disclaimer: No attempt was made to locate any cemeteries, wetlands, hazardous material sites, underground utilities or any other features above, or below ground other than those shown. However, no visible evidence of cemeteries or utilities, aboveground or otherwise, was observed by the undersigned (other than those shown).

I certify that the survey is of another category such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision (conservation easement).

I, JOHN A. RUDOLPH, certify that this plat was drawn under my supervision from an actual survey made under my supervision (read description recorded in Book 356, Page 855, etc.) (other): that the boundaries not surveyed are clearly indicated as drawn from information found in Book page \_\_\_\_\_ that the ratio of precision or positional accuracy as calculated is 1/10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 13th day of June, A.D. 2025.

SEAL OR STAMP

Professional Land Surveyor License Number

FILED Jun 26, 2025 11:06:16 am FILED CHATHAM COUNTY NC LUNDY, INDORESE REGISTER OF DEEDS

INSTRUMENT 05549

774 S. Beulah Road  
La Grange, NC 28551  
252.592.3097  
www.k2designgroup.com

DRAWN BY: FGR  
DATE: 6/13/25  
DWS: NO. W1812MR24  
SURVEYED BY: J.A.R.

**DATUM DESCRIPTION**

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PLAT IS BASED ON NORTH CAROLINA STATE PLANE COORDINATES ESTABLISHED BY USING THE ONLINE POSITIONING USER SERVICE (OPUS) PROVIDED BY THE NATIONAL GEODETIC SURVEY.

ISS (NC) NC GRID COORDINATES NAD 83 (2011)  
N=494,531,7207  
E=1,488,077,2127

THE AVERAGE COMBINED GRID FACTOR USED ON THIS PLAT IS 0.9998702 (GROUND TO GRID). THE N.C. LAMBERT GRID BEARING AND LOCALIZED HORIZONTAL GROUND DISTANCE FROM ISS (NC) TO ISS (NC) IS N 70°55'34" E 114.35 FEET.

ALL LINEAR DISTANCES ARE LOCALIZED HORIZONTAL DISTANCES. GEOID-2012B CONUS

GNSS RECEIVER - TOPCON HIPER V WITH MINIMUM TIME OF 2-HOURS COMPLETED ON 07/17/23

THE FOLLOWING BASE STATIONS WERE USED:

NO.	DESIGNATION	LATITUDE (m)	LONGITUDE (m)
AM7284	INFO SANFORD CORRS ARP	N35284.677	W792928.677
DF2123	NCUR BURLINGTON CORRS ARP	N360928.586	W792912.176
EDL6903	NCZO ASH-BEORO CORRS ARP	N353748.384	W7948567.753

**PARTIAL BOUNDARY AND CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES MUDHONEY**

**DMS PROJECT ID# 100643**

**SPO FILE No.'s 19-LA-122, 19-LA-124, 19-LA-126, 19-LA-127 AND 19-LA-128,**

GULF TOWNSHIP CHATHAM COUNTY NORTH CAROLINA  
(THE FIELD SURVEY TOOK PLACE DURING JULY 2023 THROUGH MAY 2024)

300 150 0 300 600 900

GRAPHIC SCALE 1" = 300'

**DEED REFERENCES:**

D.B. 310, PG. 581, D.B. 312, PG. 591, E.F. 015E-0119, D.B. 896, PG. 87, D.B. 896, PG. 87, D.B. 581, PG. 775, D.B. 1980, PG. 517, D.B. 2446, PG. 866, D.B. 2446, PG. 871 AND D.B. 2446, PG. 854

**MAP REFERENCES:**

P.C. 58, SL. 300  
P.C. 36, PG. 23  
P.C. 9, PG. 22  
P.C. A, SL. 394  
P.C. 90, SL. 250  
P.C. 16, SL. 70

**LOCALIZED PROJECT COORDINATES AT BOUNDARY CORNERS**

CORNER	NORTHING	EASTING
1	823253.8517	1807288.3554
2	823444.1933	1807304.7179
3	823505.2333	1807306.7693
4	823533.1867	1807309.2315
5	823541.0745	1807338.0236
6	823716.8538	1807712.8550
7	823248.8761	1807719.8760
8	823251.1658	1807737.2648
9	823336.0864	1807750.5733
10	823360.1129	1807752.0225
11	823377.1286	1807762.1313
12	823485.4017	1807808.3791
13	823511.0129	1807823.5718
14	823748.3230	1808343.0347
15	823800.6882	1808441.8293
16	824005.1602	1808441.8293
17	824410.6805	1808450.7215
18	824497.1844	1808459.8809
19	824712.1059	1808348.7429
20	824467.5382	1808218.3516
21	825162.8214	1808100.8075
22	825358.1154	1808138.2676
23	825638.5485	1808138.1111
24	825617.6287	1808139.0226
25	825685.9828	1808138.8037
26	826038.7045	1808286.0032
27	826073.0361	1808273.8258
28	826486.7889	1808272.4212
29	826522.2762	1808295.3549
30	826514.4986	1808338.0349
31	826508.7718	1808336.8434
32	826480.3366	1808337.8117
33	826474.4280	1808371.3259
34	826472.5113	1808372.4688
35	826482.2231	1808371.8007
36	826471.8032	1808356.2049
37	826470.3224	1808350.7433
38	826452.3394	1808351.3503
39	826456.1150	1808351.5802
40	826564.0978	1808348.2007
41	826603.6541	1808317.8994
42	826596.7389	1808317.8514
43	826606.4424	1808317.8507
44	826638.2465	1808319.9209
45	826613.8023	1808319.9724
46	826644.7453	1808319.3302
47	826613.8023	1808319.3302
48	826613.8023	1808319.3302
49	826613.8023	1808319.3302
50	826613.8023	1808319.3302
51	826613.8023	1808319.3302
52	826613.8023	1808319.3302
53	826613.8023	1808319.3302
54	826613.8023	1808319.3302
55	826613.8023	1808319.3302
56	826613.8023	1808319.3302
57	826613.8023	1808319.3302
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59	826613.8023	1808319.3302
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64	826613.8023	1808319.3302
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66	826613.8023	1808319.3302
67	826613.8023	1808319.3302
68	826613.8023	1808319.3302
69	826613.8023	1808319.3302
70	826613.8023	1808319.3302
71	826613.8023	1808319.3302
72	826613.8023	1808319.3302
73	826613.8023	1808319.3302
74	826613.8023	1808319.3302
75	826613.8023	1808319.3302
76	826613.8023	1808319.3302
77	826613.8023	1808319.3302
78	826613.8023	1808319.3302
79	826613.8023	1808319.3302
80	826613.8023	1808319.3302
81	826613.8023	1808319.3302
82	826613.8023	1808319.3302
83	826613.8023	1808319.3302
84	826613.8023	1808319.3302
85	826613.8023	1808319.3302
86	826613.8023	1808319.3302
87	826613.8023	1808319.3302
88	826613.8023	1808319.3302
89	826613.8023	1808319.3302
90	826613.8023	1808319.3302
91	826613.8023	1808319.3302
92	826613.8023	1808319.3302
93	826613.8023	1808319.3302
94	826613.8023	1808319.3302
95	826613.8023	1808319.3302
96	826613.8023	1808319.3302
97	826613.8023	1808319.3302
98	826613.8023	1808319.3302
99	826613.8023	1808319.3302
100	826613.8023	1808319.3302

# **GENERAL NOTES:**

- 1) NO HORIZONTAL CONTROL WITHIN 2000 FT.
- 2) ALL DISTANCES AND COORDINATES SHOWN ARE HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED TO OBTAIN GROUND MEASUREMENTS THE GROUND DISTANCE SHOULD BE MULTIPLIED BY THE AVERAGE COMBINED FACTOR OF 0.99886488.
- 3) AREA CALCULATED BY THE COORDINATE COMPUTATION METHOD.
- 4) PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- 5) CHATHAM COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- 6) UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOW SHOWN HEREON. CALL 1-800-632-4449 BEFORE DIGGING.
- 7) 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# 371086860J DATED 02/02/2007.
- 8) 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 PARCEL ID. IS 8603, 8540, 87108, 8088, 8976, 8955 AND 8928) AT ALL REASONABLE TIMES AND AT SUCH LOCATIONS AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREAS. 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.
- 9) ALL EXISTING FENCES, ROADS AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
- 10) ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 3/4" INCH REBAR, 30" IN LENGTH (UNLESS OTHERWISE NOTED) AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #89097 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
- 11) FIELD WORK WAS CONDUCTED FROM JULY 2023 THROUGH MAY 2024.

## **LEGEND:**

- 153 - IRON STAKE SET
- ECM - EXISTING CONCRETE MARKER
- EIP - EXISTING IRON PIPE
- PTI - PINCHED-TOP IRON
- MNS - MAG NAIL SET
- BIS - EXISTING IRON STAKE
- EPP - EXISTING PUMP PIPE
- EPK - EXISTING P.K. NAIL SET
- PPS - PUMP PIPE SET
- NMC - NON-MONUMENTED CORNER
- RW - RIGHT OF WAY
- EOP - EDGE OF PAVEMENT
- WW - WATER WELL
- CL - CENTERLINE
- UP - UTILITY POLE
- P.B. - PLAT BOOK
- D.B. - DEED BOOK
- P.G. - PAGE
- P.C.B. - PLAT CABINET BOOK
- CMP - CORRUGATED METAL PIPE
- CPP - CORRUGATED PLASTIC PIPE
- RCP - REINFORCED CORRUGATED PIPE
- MW - MONITORING WELL
- SG - STREAM GAUGE

- CONSERVATION EASEMENT LINE
- PROPERTY LINE
- RIGHT OF WAY LINE OR ADJOINER LINE
- CROSSING LINE
- CONSERVATION EASEMENT
- INTERNAL CROSSING

## **LOCALIZED PROJECT COORDINATES AT BOUNDARY CORNERS**

CORNER	NORTHING	EASTING
1	882363.8317	1887088.3544
2	882444.7933	1887304.7578
3	882505.2533	1887359.7963
4	882333.7881	1887203.2315
5	882417.0749	1887339.2206
6	882718.5638	1887712.8905
7	882740.8701	1887718.8750
8	882801.4639	1887737.3548
9	883036.0964	1887805.5733
10	883060.0128	1887832.2225
11	883215.3624	1888031.8228
12	882757.5697	1887692.8364
13	882699.1410	1887865.7620
14	882675.9707	1887655.8119
15	882637.0197	1887638.1752
16	882494.3589	1887267.7679
17	882418.8248	1887632.7921
18	882273.8793	1887082.0968
19	882207.9929	1887054.8836

NOTE: ONLY CORNER #18 IS A TRUE NORTH CAROLINA STATE PLANE GRID COORDINATE. COORDINATES SHOWN ARE BASED ON GROUND DISTANCES TO MATCH PLAT. SEE DATUM DESCRIPTION, SHEET 1 OF 8

## **CERTIFICATE OF OWNERSHIP AND DEDICATION (PARCEL ID.'S 8403 & 47108)**

I (We) hereby certify that I am (we 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) consent and dedicate all easements, right-of-ways and access roads to public and/or private use as noted on said plat.

6-25-2025 Joseph B. Beaver  
Date Joseph B. Beaver

6-25-2025 Lou Ann Beaver  
Date Lou Ann Beaver

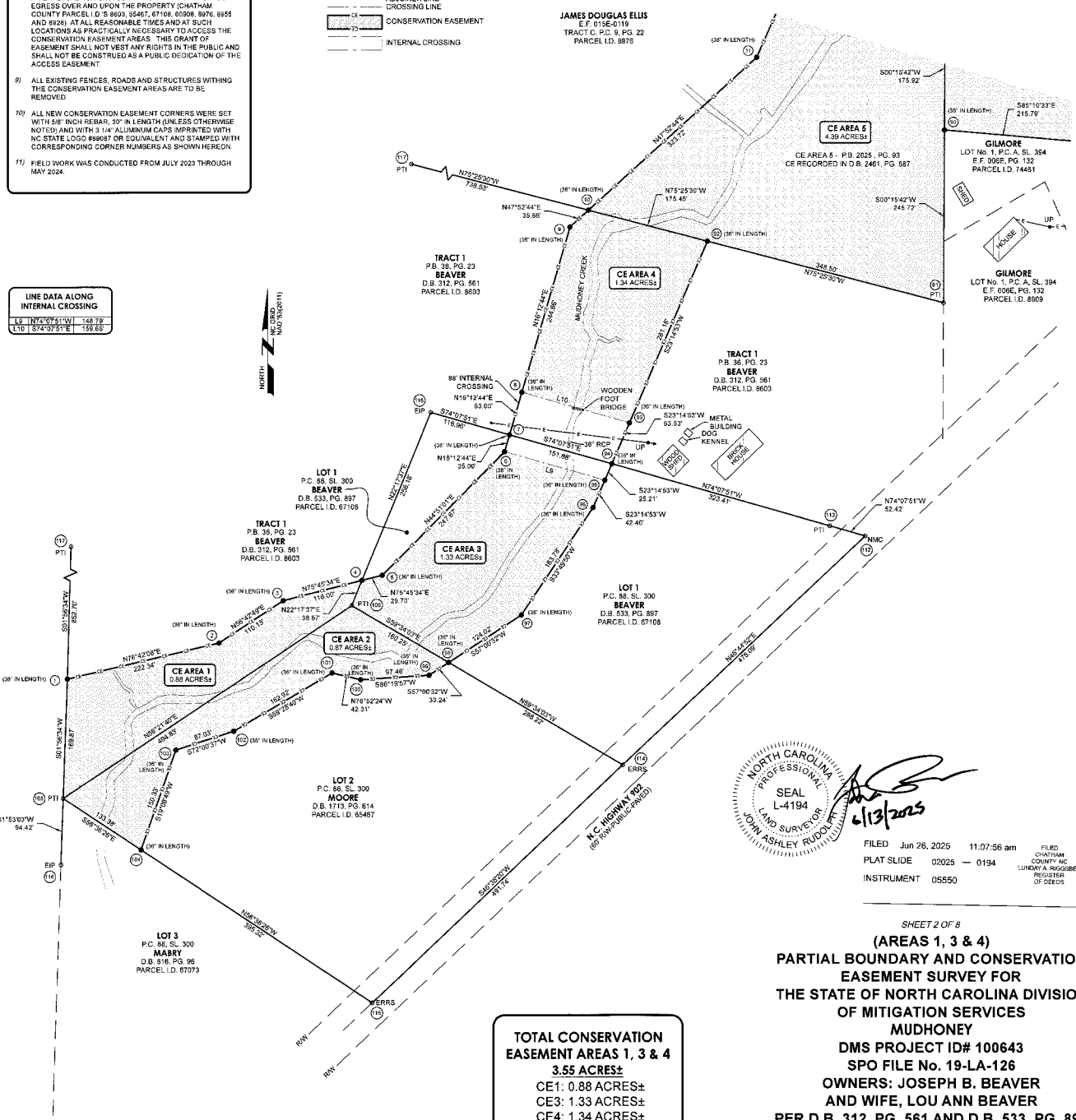
CHATHAM COUNTY, NORTH CAROLINA

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

6-26-25  
Date Review Officer

LINE DATA ALONG INTERNAL CROSSING  
L10 N72°07'51"W 128.18'  
L10 S74°07'51"E 155.60'



**TOTAL CONSERVATION EASEMENT AREAS 1, 3 & 4**  
**3.55 ACRES±**  
CE1: 0.88 ACRES±  
CE3: 1.33 ACRES±  
CE4: 1.34 ACRES±

NORTH CAROLINA PROFESSIONAL SEAL L-4194 LAND SURVEYOR JOHN ASHLEY RUDOLPH  
6/13/2025

FILED Jun 26, 2025 11:07:56 am  
PLAT SLIDE 02025 - 0194  
INSTRUMENT 05550  
FILED CHATHAM COUNTY NC LINDA A. RIGSBEE REGISTER OF DEEDS

SHEET 2 OF 8  
(AREAS 1, 3 & 4)  
**PARTIAL BOUNDARY AND CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES MUDHONEY**  
**DMS PROJECT ID# 100643**  
**SPO FILE No. 19-LA-126**  
**OWNERS: JOSEPH B. BEAVER AND WIFE, LOU ANN BEAVER**  
**PER D.B. 312, PG. 561 AND D.B. 533, PG. 897**

GULF TOWNSHIP CHATHAM COUNTY  
(THE FIELD SURVEY TOOK PLACE DURING JULY 2023 THROUGH MAY 2024)  
100 50 0 100 200 300  
GRAPHIC SCALE 1" = 100'

2025-194



# **GENERAL NOTES:**

- 1) NO HORIZONTAL CONTROL WITHIN 2000 FT.
- 2) ALL DISTANCES AND COORDINATES SHOWN ARE HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED. TO OBTAIN GRID MEASUREMENTS THE GROUND DISTANCE SHOULD BE MULTIPLIED BY THE AVERAGE COMBINED FACTOR OF 0.99989466.
- 3) AREA CALCULATED BY THE COORDINATE COMPUTATION METHOD.
- 4) PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- 5) CHATHAM COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- 6) UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE, THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOW SHOWN HEREON. CALL 1-800-632-4448 BEFORE DIGGING.
- 7) BY GRAPHIC DETERMINATION, NO PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM MAPS 3710868800, DATED 02/02/2007.
- 8) PER SECTION 8 OF THE DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, THE STATE OF NORTH CAROLINA, ITS EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS, RESERVE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE PROPERTY (CHATHAM COUNTY PARCEL ID. 8603, 6547, 67108, 67109, 67173, 67174, 67175, 67176, 67177, 67178, 67179, 67180, 67181, 67182, 67183, 67184, 67185, 67186, 67187, 67188, 67189, 67190, 67191, 67192, 67193, 67194, 67195, 67196, 67197, 67198, 67199, 67200, 67201, 67202, 67203, 67204, 67205, 67206, 67207, 67208, 67209, 67210, 67211, 67212, 67213, 67214, 67215, 67216, 67217, 67218, 67219, 67220, 67221, 67222, 67223, 67224, 67225, 67226, 67227, 67228, 67229, 67230, 67231, 67232, 67233, 67234, 67235, 67236, 67237, 67238, 67239, 67240, 67241, 67242, 67243, 67244, 67245, 67246, 67247, 67248, 67249, 67250, 67251, 67252, 67253, 67254, 67255, 67256, 67257, 67258, 67259, 67260, 67261, 67262, 67263, 67264, 67265, 67266, 67267, 67268, 67269, 67270, 67271, 67272, 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67416, 67417, 67418, 67419, 67420, 67421, 67422, 67423, 67424, 67425, 67426, 67427, 67428, 67429, 67430, 67431, 67432, 67433, 67434, 67435, 67436, 67437, 67438, 67439, 67440, 67441, 67442, 67443, 67444, 67445, 67446, 67447, 67448, 67449, 67450, 67451, 67452, 67453, 67454, 67455, 67456, 67457, 67458, 67459, 67460, 67461, 67462, 67463, 67464, 67465, 67466, 67467, 67468, 67469, 67470, 67471, 67472, 67473, 67474, 67475, 67476, 67477, 67478, 67479, 67480, 67481, 67482, 67483, 67484, 67485, 67486, 67487, 67488, 67489, 67490, 67491, 67492, 67493, 67494, 67495, 67496, 67497, 67498, 67499, 67500, 67501, 67502, 67503, 67504, 67505, 67506, 67507, 67508, 67509, 67510, 67511, 67512, 67513, 67514, 67515, 67516, 67517, 67518, 67519, 67520, 67521, 67522, 67523, 67524, 67525, 67526, 67527, 67528, 67529, 67530, 67531, 67532, 67533, 67534, 67535, 67536, 67537, 67538, 67539, 67540, 67541, 67542, 67543, 67544, 67545, 67546, 67547, 67548, 67549, 67550, 67551, 67552, 67553, 67554, 67555, 67556, 67557, 67558, 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**LEGEND:**  
 SS - IRON STAKE SET  
 ECM - EXISTING CONCRETE MARKER  
 EP - EXISTING IRON PIPE  
 PTT - PINCHED TOP IRON  
 MNS - MAG NAIL SET  
 BIS - EXISTING IRON STAKE  
 EPP - EXISTING PUMP PIPE  
 EPK - EXISTING P.K. NAIL SET  
 PPS - PUMP PIPE SET  
 NMC - NON-MONUMENTED CORNER  
 R/W - RIGHT OF WAY  
 EOP - EDGE OF PAVEMENT  
 VW - WATER WELL  
 CL - CENTERLINE  
 UP - UTILITY POLE  
 P.B. - PLAT BOOK  
 D.B. - DEED BOOK  
 PG. - PAGE  
 P.C.B. - PLAT CABINET BOOK  
 CMP - CORRUGATED METAL PIPE  
 CPP - CORRUGATED PLASTIC PIPE  
 RCP - REINFORCED CORRUGATED PIPE  
 MW - MONITORING WELL  
 SG - STREAM GAUGE  
 No. 6 REBAR (8" REBAR), 30" IN LENGTH (UNLESS OTHERWISE NOTED) FLUSH WITH GRADE WITH AN ALUMINUM 1 1/4" CAP  
 INSCRIBED: "STATE OF NORTH CAROLINA CONSERVATION EASEMENT AND STAMPED WITH ASSOCIATED CORNER NUMBER"

— CONSERVATION EASEMENT LINE  
 — PROPERTY LINE  
 — RIGHT OF WAY LINE OR ADJOINER LINE  
 — CROSSING LINE  
 — CONSERVATION EASEMENT  
 — INTERNAL EASING

# LOCALIZED PROJECT COORDINATES AT BOUNDARY CORNERS

CORNER	NORTHING	EASTING
14	823745.230	188343.034
15	823840.192	188431.826
16	824055.862	188491.491
17	824419.980	188568.725
18	824627.854	188633.828
19	824712.103	188634.742
20	824840.398	188651.827
21	824704.030	188651.358
22	824972.811	188772.498
23	824652.023	188841.926
24	824741.602	188902.249
25	824779.925	188920.704
26	824837.024	188921.220
27	824841.344	188929.813
28	824885.831	188912.467
29	824844.988	188902.818
30	824850.044	188935.556
31	824873.102	188935.187
32	824832.004	188927.352
33	824824.181	188947.283
34	824816.908	188952.832
35	824810.767	188952.828
36	824826.510	188965.925
37	824819.424	188965.925
38	824806.409	188918.263
39	824806.746	188923.854
40	824806.920	188941.805
41	824834.767	188941.835
42	824820.556	188949.783
43	824836.104	188949.783
44	824822.735	188916.222
45	824835.633	188971.302
46	824815.116	188974.133
47	824810.425	188975.997
48	824807.784	188994.491
49	824829.536	188947.749
50	824826.846	188953.107
51	824815.742	188955.266
52	824813.587	188954.227
53	824841.971	188937.408
54	824831.876	188914.213
55	824846.815	188911.797

NOTE: ONLY CORNER #136 IS A TRUE NORTH CAROLINA STATE PLANE GRID COORDINATE. COORDINATES SHOWN ARE BASED ON GROUND DISTANCES TO MATCH PLAT. SEE OUTLINE DESCRIPTION, SHEET 1 OF 9

JAMES DOUGLAS ELLIS  
 E.F. 015E-0119  
 TRACT C, P.C. 9, PG. 22  
 PARCEL ID. 8976

FILED Jun 26, 2025 11:11:10 am  
 PLAT SLIDE 02025 — 0197  
 INSTRUMENT 05553

LINE DATA ALONG INTERNAL CROSSING

11	885°10'36"W	174.35
12	53°10'05"E	122.12

NORTH CAROLINA PROFESSIONAL SEAL  
 L-4194  
 JOHN ASHLEY RUDOLPH  
 6/13/2025

LOT NO. 2  
 P.C. A, SL. 394  
 LUANNE MOORE & LAURA ANN COLLINS  
 (TRUSTEES OF TRUST FOR STEPHEN BERTIS MOORE)  
 D.B. 2446, PG. 868 &  
 D.B. 2446, PG. 871 &  
 D.B. 2451, PG. 654  
 PARCEL ID. 60908

CERTIFICATE OF OWNERSHIP AND DEDICATION (PARCEL ID. 60908)  
 I (We) hereby certify that I am (we are) the owner(s) of the property as shown and described herein. I (We) also hereby accept and adopt this record plat and conservation easement with my (our) consent and dedicate all easements, right-of-ways and access roads to public and/or private use as noted on said plat.

6-26-25 *Luanne Moore*  
 Date Lu Anne Moore

6-26-25 *Laura Ann Collins*  
 Date Laura Ann Collins (Trustee of Trust for Stephen Bertis Moore)

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

6-26-25 *Amel Shull*  
 Date Review Officer

LINE DATA ALONG EASEMENT

LINE	BEARING	DISTANCE
13	S33°17'47"W	28.89
14	S33°17'47"W	28.89
15	S33°17'47"W	28.89
16	S41°07'03"W	54.19
17	S41°07'03"W	54.19
18	S41°07'03"W	54.19
19	S33°17'47"W	28.89

- GENERAL NOTES:**
- 1) NO HORIZONTAL CONTROL WITHIN 2000 FT.
  - 2) ALL DISTANCES AND COORDINATES SHOWN ARE HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED. TO OBTAIN GRID MEASUREMENTS THE GROUND DISTANCE SHOULD BE MULTIPLIED BY THE AVERAGE COMBINED FACTOR OF 0.9998944.
  - 3) AREA CALCULATED BY THE COORDINATE COMPUTATION METHOD.
  - 4) PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
  - 5) CHATHAM COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
  - 6) UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOW SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
  - 7) BY GRAPHIC DETERMINATION, NO PORTION OF THE SUBJECT PROPERTY APPEARS TO BE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM MAP# 371088800J DATED 02/02/2007.
  - 8) PER SECTION 9 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 PARCEL ID. S 8603, 65487, 87198, 80925, 8976, 8655 AND 8926) AT ALL REASONABLE TIMES AND AT SUCH LOCATIONS AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREAS. 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.
  - 9) ALL EXISTING FENCES, ROADS AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
  - 10) ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" INCH REBAR, 30" IN LENGTH (UNLESS OTHERWISE NOTED) AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO 888887 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
  - 11) FIELD WORK WAS CONDUCTED FROM JULY 2023 THROUGH MAY 2024.

## SHEET 5 OF 8 (AREAS 6 & 7) PARTIAL BOUNDARY AND CONSERVATION EASEMENT SURVEY FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES MUDHONEY

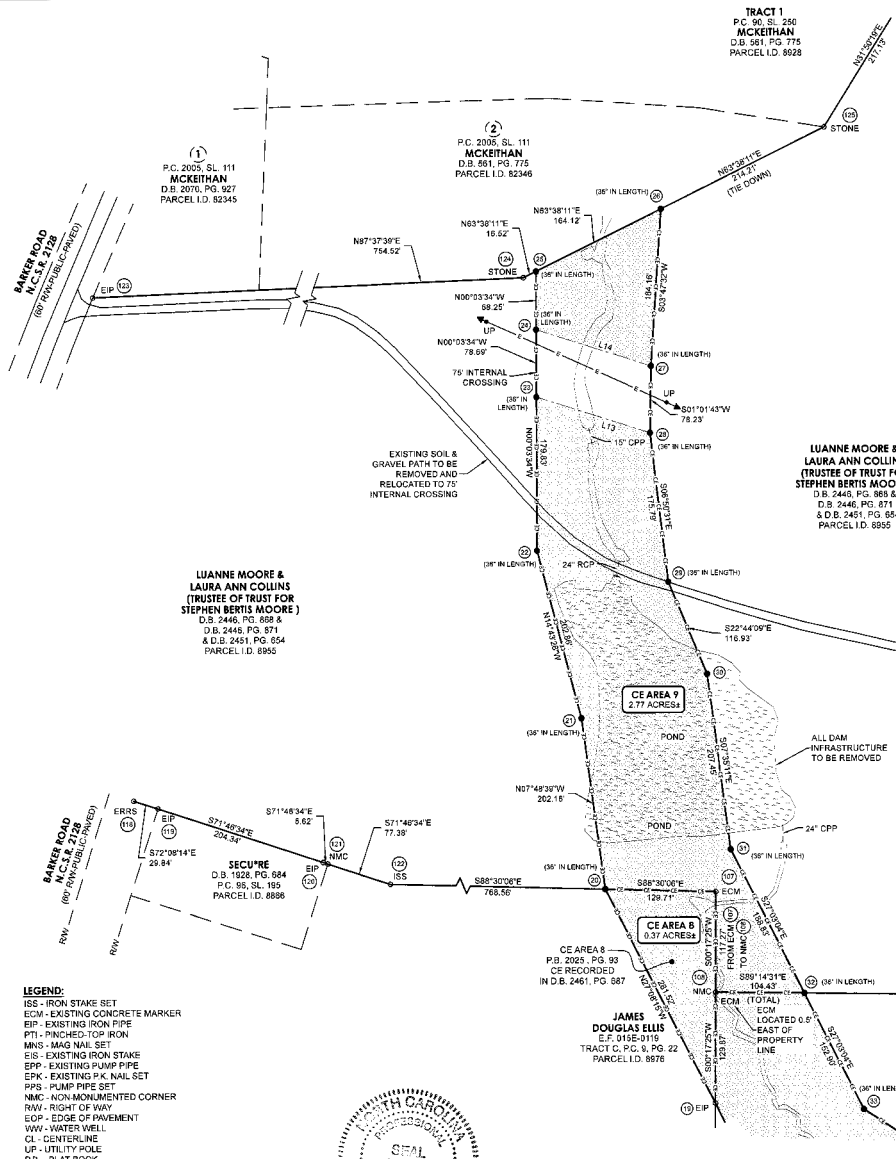
DMS PROJECT ID# 100643  
 SPO FILE NO. 19-LA-128

OWNERS: LUANNE MOORE & LAURA ANN COLLINS (TRUSTEES OF TRUST FOR STEPHEN BERTIS MOORE) PER D.B. 2446, PG. 868 & D.B. 2446, PG. 871 & D.B. 2451, PG. 654  
 GULF TOWNSHIP CHATHAM COUNTY NORTH CAROLINA  
 (THE FIELD SURVEY TOOK PLACE DURING JULY 2023 THROUGH MAY 2024)

TOTAL CONSERVATION EASEMENT AREA 6 & 7  
 12.87 ACRES±  
 CE6: 2.08 ACRES±  
 CE7: 10.79 ACRES±

GRAPHIC SCALE 1" = 100'

2025-197



**LOCALIZED PROJECT COORDINATES  
AT BOUNDARY CORNERS**

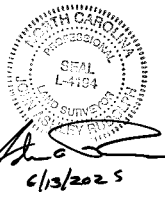
CORNER	NORTHING	EASTING
20	834662.8382	188813.3116
21	885162.8214	1888180.8572
22	885309.1154	1888139.2876
23	885338.9459	1888139.1111
24	885817.8367	1888139.0285
25	885685.8529	1888138.8587
26	885758.7005	1888239.1052
27	885757.9081	1888273.8256
28	885436.7889	1888272.1212
29	885722.2552	1888293.3522
30	885714.4698	1888330.5549
31	885529.7115	1888335.5654
32	884840.5986	1888451.8217
37	884859.2406	1888347.9648
108	884841.9781	1888347.4058

NOTE: ONLY CORNER #138  
IS A TRUE NORTH CAROLINA  
STATE PLANE GRID COORDINATE.  
COORDINATES SHOWN ARE  
BASED ON GROUND DISTANCES  
TO MATCH PLAT. SEE DATUM  
DESCRIPTION, SHEET 1 OF 9

**LINE DATA ALONG  
INTERNAL CROSSING**

L13	872727.9016	139.82
L14	872727.9016	141.38

- LEGEND:**
- ISS - IRON STAKE SET
  - ECM - EXISTING CONCRETE MARKER
  - EIP - EXISTING IRON PIPE
  - PTI - PINCHED-TOP IRON
  - MNS - MAG NAIL SET
  - ES - EXISTING IRON STAKE
  - EPP - EXISTING PUMP PIPE
  - EPC - EXISTING P.K. NAIL SET
  - PPS - PUMP PIPE SET
  - NMC - NON-MONUMENTED CORNER
  - RW - RIGHT-OF-WAY
  - EOP - EDGE OF PAVEMENT
  - WW - WATER WELL
  - CL - CENTERLINE
  - UP - UTILITY POLE
  - P.B. - PLAT BOOK
  - D.B. - DEED BOOK
  - PG - PAGE
  - P.C.B. - PLAT CABINET BOOK
  - CMP - CORRUGATED METAL PIPE
  - CPP - CORRUGATED PLASTIC PIPE
  - RCP - REINFORCED CORRUGATED PIPE
  - MW - MONITORING WELL
  - SG - STREAM GAUGE
  - No. 5 REBAR (1/2" REBAR) 30" IN LENGTH (UNLESS OTHERWISE NOTED) FLUSH WITH GRADE WITH AN ALUMINUM 3/4" CAP
  - INSURIED - "STATE OF NORTH CAROLINA CONSERVATION EASEMENT" AND STAMPED WITH ASSOCIATED CORNER NUMBER
  - CONSERVATION EASEMENT LINE
  - PROPERTY LINE
  - RIGHT-OF-WAY LINE OR ADJUNCTION LINE
  - CROSSING LINE
  - CONSERVATION EASEMENT
  - INTERNAL CROSSING



**GENERAL NOTES:**

- 1) NO HORIZONTAL CONTROL WITHIN 2000 FT
- 2) ALL DISTANCES AND COORDINATES SHOWN ARE HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED. TO OBTAIN GRID MEASUREMENTS THE GROUND DISTANCE SHOULD BE MULTIPLIED BY THE AVERAGE COMBINED FACTOR OF 0.99999468
- 3) AREA CALCULATED BY THE COORDINATE COMPUTATION METHOD.
- 4) PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- 5) CHATHAM COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- 6) 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 1-800-632-4343 BEFORE DIGGING.
- 7) 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# 371088600J DATED 02/22/2007.
- 8) PER SECTION 1 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 PARCEL I.D. 8903, 8946, 87108, 89058, 8978, 8955 AND 1928) AT ALL REASONABLE TIMES AND AT SUCH LOCATIONS AS PRACTICALLY NECESSARY TO ACCESS THE CONSERVATION EASEMENT AREAS. 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.
- 9) ALL EXISTING FENCES, ROADS AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
- 10) ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" INCH REBAR, 30" IN LENGTH (UNLESS OTHERWISE NOTED) AND WITH 3/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #89087 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.
- 11) FIELD WORK WAS CONDUCTED FROM JULY 2023 THROUGH MAY 2024.

FILED Jun 26, 2025 11:13:28 am  
PLAT SLIDE 02025 - 0198  
INSTRUMENT 05554

**TOTAL CONSERVATION  
EASEMENT AREA 9  
2.77 ACRES±  
CE9: 2.77 ACRES±**

SHEET 6 OF 8  
(AREA 9)

**PARTIAL BOUNDARY AND  
CONSERVATION EASEMENT SURVEY FOR  
THE STATE OF NORTH CAROLINA DIVISION  
OF MITIGATION SERVICES  
MUDHONEY**

**DMS PROJECT ID# 100643  
SPO FILE No. 19-LA-128**

**OWNERS: LUANNE MOORE & LAURA ANN  
COLLINS (TRUSTEE OF TRUST FOR STEPHEN  
BERTIS MOORE) PER D.B. 2446, PG. 868 &  
D.B. 2446, PG. 871 & D.B. 2451, PG. 654**

GULF TOWNSHIP CHATHAM COUNTY NORTH CAROLINA  
(THE FIELD SURVEY TOOK PLACE DURING JULY 2023 THROUGH MAY 2024)

100 50 0 100 200 300  
GRAPHIC SCALE 1" = 100'

2025-198

**CERTIFICATE OF OWNERSHIP AND DEDICATION (PARCEL I.D. 8955)**

I (We) hereby certify that I am (we 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) consent and dedicate all easements, right-of-ways and access roads to public and/or private use as noted on said plat.

6-26-25 LuAnne Moore  
Date LuAnne Moore

6-26-25 Laura Anne Collins  
Date Laura Anne Collins (Trustee of Trust for Stephen Bertis Moore)

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, Amel Spiller REVIEW OFFICER FOR CHATHAM COUNTY, CERTIFIES THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

6-26-25  
Date Review Officer

