

Muscadine

Wayne County

Project ID #100652

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.



Type: CRP
Recorded: 7/29/2024 11:45:05 AM
Fee Amt: \$1,667.00 Page 1 of 15
Revenue Tax: \$1,641.00
WAYNE COUNTY, NC
CONSTANCE B. CORAM REGISTER OF DEEDS

BK 3914 PG 816 - 830

STATE OF NORTH CAROLINA

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

WAYNE COUNTY

SPO File Number: 96-LA-192

DMS Project Number: 100652

Excise Tax: \$1,641.00

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 July, 2024, by Sherry Lynn Brock Garner and spouse, Lee Garner and Elizabeth Ann Brock Hood ("**Grantor**"), whose mailing address is 103 Hunters Trace Road, Snow Hill, NC 28580, 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

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

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between Environmental Banc & Exchange, LLC, c/o Stephen C. Colomb, 6575 West Loop South, Suite 300, Bellaire, TX 77401 and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 519674731-01.

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

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

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

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

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

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality (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 Wayne County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 137.94 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 239, at Page 354, Deed Book 261 at Page 129, and Deed Book 3756 at Page 155** of the Wayne County Registry, North Carolina, see also **Wayne County Estate Files 21 E 393, 75 E 164 and A980**; 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 the Neuse River Basin, Cataloging Unit 03020201.

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:

BEING THAT 34.909 ACRE AREA, AS SHOWN ON PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT PLAT FOR THE STATE OF NORTH CAROLINA, DIVISION OF MITIGATION SERVICES, SPO FILE #: 96-LA-192, DMS PROJECT 100652, PROJECT: MUSCADINE, PIN: 2564-63-6833, OWNER: NORWOOD MCCULLEN HEIRS, DATED 5/6/2024, PROJECT 106876 PREPARED BY DAVID S TURNER, PLS NUMBER L-4551, AND RECORDED IN THE WAYNE COUNTY REGISTER OF DEEDS OFFICE AT PLAT BOOK P, AT PAGE 115-G (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

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

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

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, 30 feet in width, for ingress and egress over and upon the Property at all reasonable times and at the location more particularly described on the Survey and labeled as (i) "Access to Conservation Easement Area from Thunder Swamp Road" and (ii) "30' Wide Access Area" 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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Sherry Lynn Brock Garner (SEAL)
Sherry Lynn Brock Garner

Lee Garner (SEAL)
Lee Garner

NORTH CAROLINA
COUNTY OF WAYNE

I, William A James, a Notary Public in and for the County and State aforesaid, do hereby certify that Sherry Lynn Brock Garner and Lee Garner, 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 July, 2024.

[SEAL]



William A James
Signature of Notary Public

William A James
Printed Name of Notary Public
My commission expires: 11/4/28

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

Elizabeth Ann Brock Hood (SEAL)
Elizabeth Ann Brock Hood

NORTH CAROLINA
COUNTY OF WAYNE

I, William A James, a Notary Public in and for the County and State aforesaid, do hereby certify that Elizabeth Ann Brock Hood, 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 July, 2024.

[SEAL]



William A James
Signature of Notary Public

William A James
Printed Name of Notary Public
My commission expires: 11/4/28

EXHIBIT A
(Description of Conservation Easement Area)

BEING THAT 34.909 ACRE AREA, AS SHOWN ON PLAT OF SURVEY ENTITLED "CONSERVATION EASEMENT PLAT FOR THE STATE OF NORTH CAROLINA, DIVISION OF MITIGATION SERVICES, SPO FILE # 96-LA-192, DMS PROJECT #100652, PROJECT: MUSCADINE, PIN: 2564-63-6833, OWNER: NORWOOD MCCULLEN HEIRS", DATED 7/15/2024, PROJECT 106876 PREPARED BY DAVID S TURNER, PLS NUMBER L-4551, AND RECORDED IN THE WAYNE COUNTY REGISTER OF DEEDS OFFICE AT PLAT BOOK P, AT PAGE 115-G (THE "SURVEY"), AND BEING FURTHER DESCRIBED AS FOLLOWS:

CONSERVATION EASEMENT "A"
382,021.2 S.F. +/- 8.770 AC.

Beginning at a rebar with cap set in the southern line of Tommy J. Grantham and wife, Annie H. Grantham (now or formerly, see Deed Book 2588, Pg. 271), said rebar being located N 17°43'02" W a distance of 1,262.59' from Site Control Point #2 (rebar with plastic cap) having NC Grid Coordinates [NAD83(2011)] N=543,109.39 USft, E=2,267,423.82 USft, and being N 70°22'33" W a distance of 620.57' from an existing rebar, said rebar being the southeastern corner of Tommy J. Grantham and wife, Annie H. Grantham and in the western line of Leigh Ann Price (now or formerly, see Deed Book 606, Pg. 12);
thence, from the point of Beginning, with a new line, S 35°42'16" E a distance of 41.56' to a rebar with cap set;
thence S 17°41'37" E a distance of 184.13' to a rebar with cap set;
thence S 13°51'45" E a distance of 65.30' to a rebar with cap set;
thence S 06°13'10" W a distance of 322.73' to a rebar with cap set;
thence S 00°55'19" E a distance of 340.93' to a rebar with cap set;
thence N 53°13'02" W a distance of 407.11' to a rebar with cap set;
thence N 32°45'48" E a distance of 122.84' to a rebar with cap set;
thence N 30°07'45" W a distance of 130.48' to a rebar with cap set;
thence N 20°42'01" W a distance of 234.12' to a rebar with cap set;
thence N 17°24'57" W a distance of 94.54' to a rebar with cap set;
thence N 13°22'15" W a distance of 72.76' to a rebar with cap set;
thence N 07°12'57" W a distance of 126.18' to a rebar with cap set;
thence N 12°31'51" E a distance of 73.11' to a rebar with cap set;
thence N 20°28'08" W a distance of 75.44' to a rebar with cap set;
thence N 14°55'57" W a distance of 182.46' to a rebar with cap set;
thence N 78°15'49" E a distance of 180.51' to a rebar with cap set;
thence N 78°15'49" E a distance of 30.00' to a point in the existing stream;
thence, with the existing stream, S 25°41'34" E a distance of 35.52' to a point;
thence S 05°43'12" W a distance of 33.67' to a point;
thence S 28°35'46" E a distance of 58.93' to a point;
thence S 21°35'17" E a distance of 46.86' to a point;
thence S 46°36'03" W a distance of 22.35' to a point;
thence S 22°42'20" E a distance of 58.64' to a point;

thence, leaving said stream, S 00°45'04" W a distance of 93.55' to a 28" gum tree;
thence S 70°22'33" E a distance of 202.97' to the point of Beginning;
containing 8.770 acres, more or less, according to a plat by David S. Turner, PLS (L-4551) of
Resource Environmental Solutions, LLC (RES) (F-1428), Swannanoa, NC, entitled
"Conservation Easement Plat for the State of North Carolina, Division of Mitigation Services,
Spo File # 96-LA-192, DMS Project #100652, Project: Muscadine, PIN: 2564-63-6833, Owner:
Norwood McCullen Heirs", dated July 15, 2024 and recorded in Plat Book P, Page 115-G of the
Wayne County Register of Deeds.

CONSERVATION EASEMENT "B"
138,999.96 S.F. +/- 3.191 AC.

Beginning at a rebar with cap set in the western line of Woodard C. Burch (now or formerly, see
Deed Book 589, Pg. 540), said rebar being located N15°41'34" E a distance of 206.56' from Site
Control Point #2 (rebar with plastic cap) having NC Grid Coordinates [NAD83(2011)]
N=543,109.39 USft, E=2,267,423.82 USft, and being S 10°17'27" W a distance of 808.43' from
an existing rebar, said rebar being the southeastern corner of Tommy J. Grantham and wife,
Annie H. Grantham (now or formerly, see Deed Book 2588, Pg. 271) and in the western line of
Leigh Ann Price (now or formerly, see Deed Book 606, Pg. 12);
thence, from the point of Beginning, with the Burch line, S 10°17'27" W a distance of 181.17' to
an iron rod, said iron rod being the northwest corner of Norwood McCullen Heirs (now or
formerly, see Deed Book 456, Pg. 156);
thence, with the McCullen line, S 10°17'27" W a distance of 189.01' to a rebar with cap set;
thence, with a new line, N 78°41'29" W a distance of 217.11' to a rebar with cap set;
thence N 10°02'15" E a distance of 164.25' to a rebar with cap set;
thence N 12°04'41" E a distance of 77.24' to a rebar with cap set;
thence N 39°22'57" W a distance of 155.92' to a rebar with cap set;
thence N 00°55'19" W a distance of 304.32' to a rebar with cap set;
thence N 62°42'33" E a distance of 47.49' to a rebar with cap set;
thence S 29°35'45" E a distance of 68.38' to a rebar with cap set;
thence S 35°58'45" E a distance of 255.56' to a rebar with cap set;
thence S 49°24'30" E a distance of 147.43' to the point of Beginning;
containing 3.191 acres, more or less, according to a plat by David S. Turner, PLS (L-4551) of
Resource Environmental Solutions, LLC (RES)(F-1428), Swannanoa, NC, entitled
"Conservation Easement Plat for the State of North Carolina, Division of Mitigation Services,
Spo File # 96-LA-192, DMS Project #100652, Project: Muscadine, PIN: 2564-63-6833, Owner:
Norwood McCullen Heirs", dated July 15, 2024 and recorded in Plat Book P, Page 115-G of the
Wayne County Register of Deeds.

CONSERVATION EASEMENT "C"
999,614.88 S.F. +/- 12.414 AC.

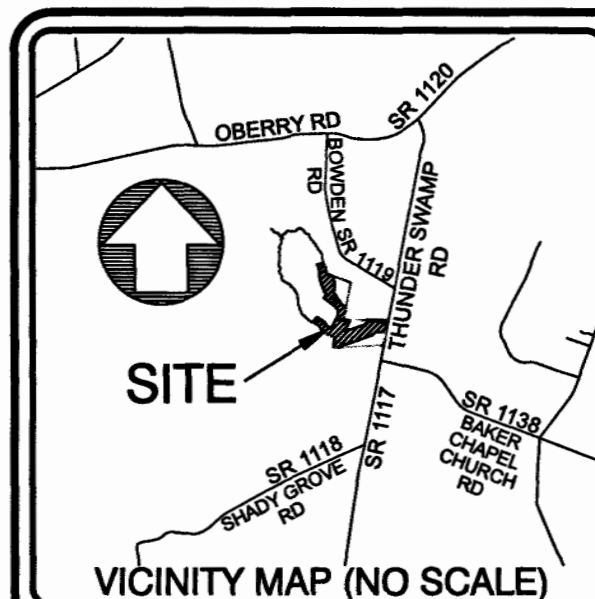
Beginning at a rebar with cap set, said rebar being located S 44°59'56" W a distance of 21.13'
from Site Control Point #1 (rebar with plastic cap) having NC Grid Coordinates [NAD83(2011)]
N=542,925.46 USft, E=2,267,386.17 USft, and being S 61°17'50" W a distance of 45.89' from

an existing rebar, said rebar being the southwestern corner of Norwood McCullen Heirs (now or formerly, see Deed Book 456, Pg. 156);
thence, from the point of Beginning, with a new line, N 88°33'16" E a distance of 227.56' to a rebar with cap set;
thence S 12°13'57" W a distance of 62.25' to a rebar with cap set;
thence S 27°16'02" W a distance of 310.16' to a rebar with cap set;
thence N 73°09'15" E a distance of 316.45' to a rebar with cap set;
thence N 71°00'11" E a distance of 338.83' to a rebar with cap set;
thence N 46°05'07" E a distance of 169.37' to a rebar with cap set;
thence N 88°55'53" E a distance of 304.05' to a rebar with cap set;
thence S 73°48'56" E a distance of 288.98' to a rebar with cap set on the eastern line of the Norwood McCullen Heirs (now or formerly, see Deed Book 261, Pg. 129);
thence, with said line, S 10°59'00" W a distance of 217.72' to a rebar with cap set;
thence, with a new line, S 64°46'00" W a distance of 128.32' to a rebar with cap set;
thence S 86°50'46" W a distance of 220.78' to a rebar with cap set;
thence S 46°48'21" W a distance of 147.98' to a rebar with cap set;
thence S 70°35'20" W a distance of 411.95' to a rebar with cap set;
thence S 70°26'35" W a distance of 339.36' to a rebar with cap set;
thence S 78°17'13" W a distance of 258.45' to a rebar with cap set;
thence S 08°12'35" W a distance of 69.64' to a rebar with cap set on the northern line of Norwood McCullen Heirs (now or formerly, see Deed Book 323, Pg. 597);
thence, with said line, S 87°08'49" W a distance of 187.08' to a rebar with cap set;
thence, with a new line, N 74°59'34" W a distance of 48.08' to a rebar with cap set on the eastern line of Daly Consolidated, Inc (now or formerly, see Deed Book 2938, Pg 223);
thence, with said line, N 02°10'02" E a distance of 310.18' to an existing rebar;
thence, with the existing stream, N 53°30'45" W a distance of 63.06' to a point;
thence N 75°45'30" W a distance of 43.85' to a point;
thence S 82°22'40" W a distance of 30.71' to a point;
thence N 51°34'01" W a distance of 20.44' to a point;
thence N 80°08'29" W a distance of 23.41' to a point;
thence N 44°08'34" W a distance of 24.20' to a point;
thence N 55°00'30" W a distance of 48.47' to a point;
thence N 73°43'47" W a distance of 23.16' to a point;
thence N 10°23'52" W a distance of 9.03' to a point;
thence N 35°37'46" E a distance of 16.61' to a point;
thence N 42°37'00" W a distance of 16.56' to a point;
thence N 88°21'55" W a distance of 28.43' to a point;
thence N 58°29'01" W a distance of 22.55' to a point;
thence N 76°25'41" W a distance of 27.19' to a point;
thence N 40°05'15" W a distance of 27.36' to a point;
thence N 54°20'26" W a distance of 39.55' to a point;
thence N 27°09'16" W a distance of 16.13' to a point;
thence N 72°30'55" W a distance of 19.46' to a point;
thence N 14°20'52" W a distance of 18.98' to a point;
thence N 39°43'56" W a distance of 25.54' to a point;
thence N 17°26'15" W a distance of 51.54' to a point;

thence, leaving said existing stream, N 24°06'42" W a distance of 25.45' to an existing rebar on the bank;
thence N 53°46'41" W a distance of 33.76' to a point in the existing stream;
thence, with the existing stream, N 68°32'51" W a distance of 57.14' to a point;
thence N 50°43'50" W a distance of 62.37' to a point;
thence N 62°07'48" W a distance of 20.03' to a point;
thence N 49°18'34" W a distance of 44.13' to a point;
thence S 84°31'11" W a distance of 48.62' to a point;
thence, with a new line, N 41°24'08" E a distance of 30.00' to a rebar with cap set;
thence N 41°24'08" E a distance of 206.86' to a rebar with cap set;
thence S 54°29'34" E a distance of 92.37' to a rebar with cap set;
thence S 61°00'14" E a distance of 94.80' to a rebar with cap set;
thence S 48°03'10" E a distance of 97.85' to a rebar with cap set;
thence S 31°27'53" E a distance of 141.16' to a rebar with cap set;
thence S 70°46'28" E a distance of 65.39' to a rebar with cap set;
thence S 49°23'03" E a distance of 89.23' to a rebar with cap set;
thence N 28°30'29" E a distance of 342.54' to a rebar with cap set;
thence S 78°02'26" E a distance of 199.49' to the point of Beginning;
containing 22.948 acres, more or less, according to a plat by David S. Turner, PLS (L-4551) of Resource Environmental Solutions, LLC (RES)(F-1428), Swannanoa, NC, entitled
“Conservation Easement Plat for the State of North Carolina, Division of Mitigation Services, Spo File # 96-LA-192, DMS Project #100652, Project: Muscadine, PIN: 2564-63-6833, Owner: Norwood McCullen Heirs”, dated July 15, 2024 and recorded in Plat Book P, Page 115-G of the Wayne County Register of Deeds.

TOGETHER WITH NON-EXCLUSIVE ACCESS OVER, ACROSS AND THROUGH THE SUBJECT PARCEL LEADING FROM THUNDER SWAMP RD AND BETWEEN THE CONSERVATION EASEMENT AREAS IN THE LOCATIONS LABELED “30’ WIDE CE ACCESS”, AS SHOWN ON THE PREVIOUSLY REFERENCED PLAT OF SURVEY BY DAVID S. TURNER, PLS.

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.



Presented For Registration
 Date: 07/26/2024
 Time: 11:26:43 AM
 By: *Sherry Lynn Brock Garner*
 Assistant Deputy
 CONSTANCE B. CORAM
 Register of Deeds
 Wayne County, N.C.

CERTIFICATE OF SURVEY AND ACCURACY:
 I, DAVID S. TURNER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AS SHOWN, PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS MAP; THAT THE TRAVERSE RATIO OF PRECISION IS AT LEAST 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY PERFORMED TO ESTABLISH THE GRID TIE FOR THE TRAVERSES USED THE INFORMATION SHOWN BELOW; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

- (1) CLASS OF SURVEY: CLASS AA
- (2) POSITIONAL ACCURACY AT 95% CONFIDENCE LEVEL:
 HORIZONTAL = 0.049 USFT, VERTICAL = 0.094 USFT
- (3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC (RTK)/VRS
- (4) DATES OF SURVEY: AUGUST 2023 - JULY 2024
- (5) DATUM/EPOCH: NAD83 (2011) / 2023-2024
- (6) PUBLISHED/FIXED-CONTROL USE: SITE GPS CONTROL POINT #2
 NORTHING = 543,109.39 USFT, EASTING = 2,267,423.82 USFT,
 ELEV. = 143.42
- (7) GEOID MODEL: GEOID18B
- (8) COMBINED GRID FACTOR: 0.99986575
- (9) UNITS: US FEET
- (10) CORS USED: NCGO, NCSF, NCKI, NCLI, NCCN, NCKN, NCWL, NCEC

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

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 15th DAY OF JULY, 2024.

David S. Turner
 DAVID S. TURNER, P.L.S. #L-4551



LEGEND:

- CONSERVATION EASEMENT (CE)
- PROPERTY LINE
- NOT SURVEYED
- RIGHT-OF-WAY (R/W)
- EXISTING EASEMENT
- EX. STREAM OR DITCH
- CE ACCESS AREA
- OHP — OVERHEAD POWER LINE
- CE CORNER SET
- ⊙ PROPERTY CORNER (FOUND & DESCRIBED)
- CALCULATED CORNER NOT SET
- △ CP#1 GPS SITE CONTROL PT.

SEE SHEET 2 OF 2 FOR LINE TABLE AND COORDINATE TABLE

***GRID TIE:**
 CP#2-REBAR & CAP NC GRID NAD83 (2011) CP#1-REBAR & CAP NC GRID NAD83 (2011)
 N: 543,109.39 USFT N: 542,925.49 USFT
 E: 2,267,423.82 USFT E: 2,267,386.17 USFT
 CP#2 to CP#1 S 11°34'08" W 187.74' GROUND (187.71' GRID)
 COMBINED GRID FACTOR = 0.99986575
 CP#2 to CE #11 - 2"x1" IRON (TIE LINE)
 N 45°45'20" E 31.26' GROUND

GENERAL NOTES:

1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
2. THE BASIS OF BEARINGS IS NCGS STATE PLANE GRID COORDINATES NAD83(2011) DATUM.
3. THE AREA SHOWN HEREON WAS COMPUTED USING THE COORDINATE COMPUTATION METHOD.
4. THE SURVEYOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. SURVEY CAPS SHALL MEET DMS SPECIFICATIONS (BERNTSEN RBD5352, IMPRINTED WITH STATE LOGO # B9087 OR EQUIVALENT). AFTER INSTALLATION, CAPS SHALL BE STAMPED WITH CORRESPONDING NUMBER FROM THE TABLE OF COORDINATES ON THE PLAT.
5. LINES NOT SURVEYED ARE SHOWN AS A DASHED LINETYPE AND WERE TAKEN FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT SHOW ALL ENCUMBRANCES UPON THE SUBJECT PROPERTY. A LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY A TITLE EXAMINATION. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR ENCUMBRANCES, RESTRICTIVE COVENANTS, EASEMENTS OF RECORD, OWNERSHIP, TITLE EVIDENCE, OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE EXAMINATION MAY DISCLOSE.
7. SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, AND/OR ENCUMBRANCES THAT MAY AFFECT THE PROPERTY(S).
8. THE SUBJECT PROPERTY IS NOT LOCATED IN A DESIGNATED FEMA FLOOD HAZARD ZONE PER FIRM MAP #3720256400K DATED JUNE 20, 2018.
9. ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
10. THE STATE OF NORTH CAROLINA, ITS EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS, ARE GRANTED AND CONVEYED A PERPETUAL RIGHT OF ACCESS TO THE EASEMENT AREA OVER THE PROPERTY AT REASONABLE TIMES TO UNDERTAKE ANY ACTIVITIES TO RESTORE, CONSTRUCT, MANAGE, MAINTAIN, ENHANCE, AND MONITOR THE STREAM, WETLAND AND ANY OTHER RIPARIAN RESOURCES IN THE EASEMENT AREA, IN ACCORDANCE WITH THE RESTORATION ACTIVITIES OR A LONG-TERM MANAGEMENT PLAN AS DESCRIBED IN SECTION II OF THE DEED RECORDED CONTEMPORANEOUSLY WITH THIS PLAT. PREFERRED ACCESS ROUTES ARE SHOWN HEREON IN APPROXIMATE LOCATIONS.
11. THE PURPOSE OF THIS PLAT IS TO SERVE AS A REFERENCE FOR THE CREATION OF A CONSERVATION EASEMENT. THIS PLAT IS NOT A BOUNDARY SURVEY. THE LAND PARCELS AND THEIR BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT ARE NOT CHANGED BY THIS PLAT.

RECORDED IN PLAT BOOK P-115, PAGE G

CONSERVATION EASEMENT AREA

A = 8.770 Acres
B = 3.191 Acres
C = 22.948 Acres
TOTAL = 34.909 Acres

SEE INSET SHEET 2

OWNER:
 NORWOOD McCULLEN HEIRS
 (SHERRY LYNN BROCK GARNER &
 ELIZABETH ANN BROCK HOOD,
 each a 1/2 undivided interest)
 D.B. 261, PG. 129
 PIN: 2564-63-6833
 Mailing Address:
 Sherry Garner
 103 Hunters Trace Rd.
 Snow Hill, NC 28580

SCALE: 1 inch = 200 feet (18x24)



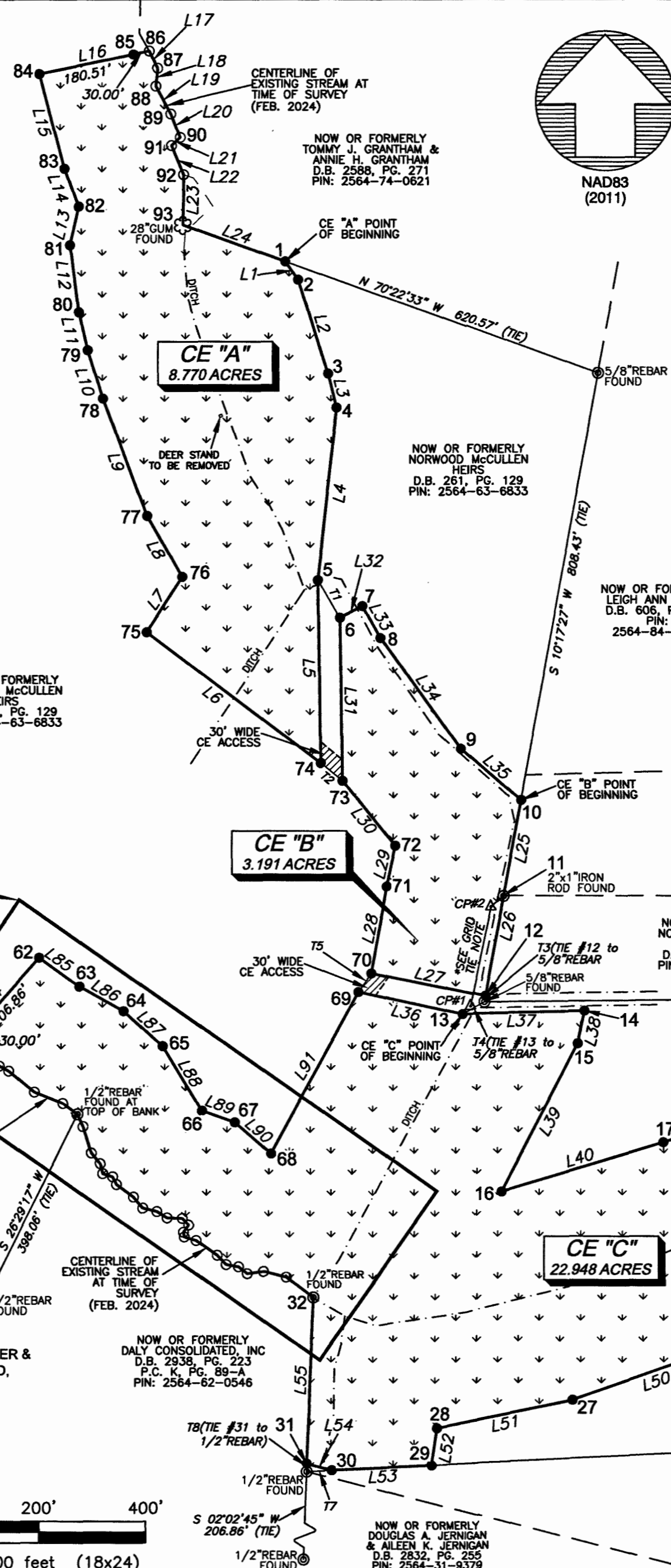
P.O. BOX 148
 SWANNANOVA, NC 28778
 (919) 829-9909
 www.res.us
 F-1428

SURVEY: AUG 2023-JUL 2024
 DRAWN BY: EGT/DST
 REVIEWED BY: DST
 SURVEYED BY: JDP, LDS
 RES PROJ. #: 106876
 PLAT DATE: 07/15/2024

CONSERVATION EASEMENT PLAT FOR
 THE STATE OF NORTH CAROLINA, DIVISION OF MITIGATION SERVICES
 SPO FILE # 96-LA-192; DMS PROJECT #100652

PROJECT: MUSCADINE
 PIN: 2564-63-6833 OWNERS: NORWOOD McCULLEN HEIRS
 BROGDEN TOWNSHIP WAYNE COUNTY NORTH CAROLINA

CAD FILE:
 MUSCADINE_CE_F.dwg
 SCALE: 1" = 200'
 SHEET
 1 of 2



P-115-G(1/2)

REVIEW OFFICER CERTIFICATION
 STATE OF NORTH CAROLINA
 COUNTY OF WAYNE

I, *Anthony Cape*, REVIEW OFFICER OF WAYNE COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

Anthony Cape
 REVIEW OFFICER
 7-26-24
 DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION
 WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON. WE HEREBY ACCEPT AND ADOPT THIS RECORDED PLAT AND CONSERVATION EASEMENT WITH OUR FREE CONSENT AND DEDICATE, GRANT, AND CONVEY ALL EASEMENTS, RIGHT-OF-WAYS, AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED HEREIN.

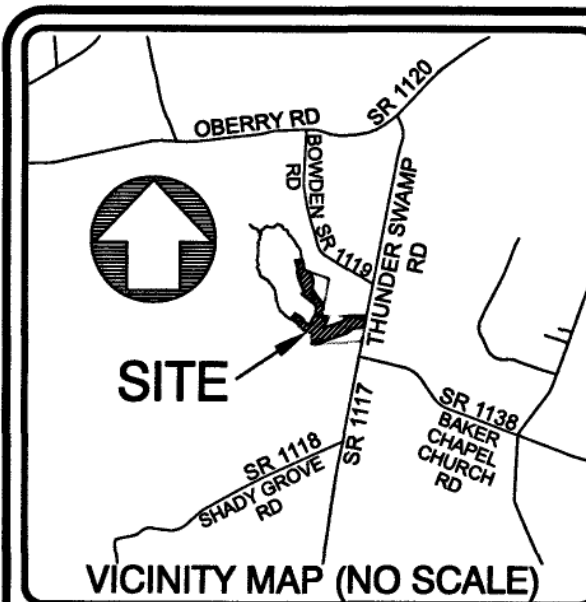
Sherry Lynn Brock Garner
 OWNER
 7/26/24
 DATE

Elizabeth Ann Brock Hood
 OWNER
 7/26/24
 DATE

Additional Deed/Plat References:
 DB/PG: 261/129, 323/597, 456/156,
 589/540, 606/12, 1586/542, 2412/407,
 2588/271, 2673/190, 2832/255, 2938/223

PB/PG: 12/24 (E/337), K/89A, M/76D,
 N/76D, UNRECORDED MAP BY JONATHAN
 CORY GEORGE, L-5051, OF PILOT
 SURVEYING & ENGINEERING, PC TITLED
 "BOUNDARY SURVEY FOR RESOURCE
 ENVIRONMENTAL SOLUTIONS, LLC" DATED
 DEC. 20, 2023, PROJ. NO. 23-378

P-115-G (2/2)



Presented for Registration
 Date: 07/26/2024
 Time: 11:31 AM
 CONFERENCE B. COHAM
 Registered Director
 Wayne County, N.C.
 By: *David S. Turner*
 Assistant Deputy

CERTIFICATE OF SURVEY AND ACCURACY:

I, DAVID S. TURNER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AS SHOWN, PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS MAP; THAT THE TRAVERSE RATIO OF PRECISION IS AT LEAST 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY PERFORMED TO ESTABLISH THE GRID TIE FOR THE TRAVERSES USED THE INFORMATION SHOWN BELOW; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

- (1) CLASS OF SURVEY: CLASS AA
- (2) POSITIONAL ACCURACY AT 95% CONFIDENCE LEVEL:
 HORIZONTAL = 0.049 USFT, VERTICAL = 0.094 USFT
- (3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC (RTK)/VRS
- (4) DATES OF SURVEY: AUGUST 2023 - JULY 2024
- (5) DATUM/EPOCH: NAD83 (2011) / 2023-2024
- (6) PUBLISHED/FIXED-CONTROL USE: SITE GPS CONTROL POINT #2
 NORTHING = 543,109.39 USFT, EASTING = 2,267,423.82 USFT,
 ELEV = 143.42
- (7) GEOID MODEL: GEOID18B
- (8) COMBINED GRID FACTOR: 0.99986575
- (9) UNITS: US FEET
- (10) CORRS USED: NCGO, NCSF, NCKI, NCLI, NCCN, NCKN, NCWL, NCEC

I ALSO HEREBY CERTIFY THAT THIS PLAT IS OF ONE OF THE FOLLOWING: GS 47-30 F(1) D; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 15th DAY OF JULY, 2024.

David S. Turner
 DAVID S. TURNER, P.L.S. #L-4551



LEGEND:

- CONSERVATION EASEMENT (CE)
- PROPERTY LINE
- PROPERTY LINE NOT SURVEYED
- RIGHT-OF-WAY (R/W)
- EXISTING EASEMENT
- EX. STREAM OR DITCH
- CE ACCESS AREA
- HP - OVERHEAD POWER LINE
- CE CORNER SET
- PROPERTY CORNER (FOUND & DESCRIBED)
- CALCULATED CORNER NOT SET
- ACP#1 GPS SITE CONTROL PT.

GENERAL NOTES:

1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
2. THE BASIS OF BEARINGS IS NCGS STATE PLANE GRID COORDINATES NAD83(2011) DATUM.
3. THE AREA SHOWN HEREON WAS COMPUTED USING THE COORDINATE COMPUTATION METHOD.
4. THE SURVEYOR SHALL SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. SURVEY CAPS SHALL MEET DMS SPECIFICATIONS (BERNTSEN RBD5352, IMPRINTED WITH STATE LOGO # B9087 OR EQUIVALENT). AFTER INSTALLATION, CAPS SHALL BE STAMPED WITH CORRESPONDING NUMBER FROM THE TABLE OF COORDINATES ON THE PLAT.
5. LINES NOT SURVEYED ARE SHOWN AS A DASHED LINETYPE AND WERE TAKEN FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT SHOW ALL ENCUMBRANCES UPON THE SUBJECT PROPERTY. A LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY A TITLE EXAMINATION. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR ENCUMBRANCES, RESTRICTIVE COVENANTS, EASEMENTS OF RECORD, OWNERSHIP, TITLE EVIDENCE, OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE EXAMINATION MAY DISCLOSE.
7. SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, AND/OR ENCUMBRANCES THAT MAY AFFECT THE PROPERTY(S).
8. THE SUBJECT PROPERTY IS NOT LOCATED IN A DESIGNATED FEMA FLOOD HAZARD ZONE PER FIRM MAP #3720256400K DATED JUNE 20, 2018.
9. ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
10. THE STATE OF NORTH CAROLINA, ITS EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS, ARE GRANTED AND CONVEYED A PERPETUAL RIGHT OF ACCESS TO THE EASEMENT AREA OVER THE PROPERTY AT REASONABLE TIMES TO UNDERTAKE ANY ACTIVITIES TO RESTORE, CONSTRUCT, MANAGE, MAINTAIN, ENHANCE, AND MONITOR THE STREAM, WETLAND AND ANY OTHER RIPARIAN RESOURCES IN THE EASEMENT AREA, IN ACCORDANCE WITH THE RESTORATION ACTIVITIES OR A LONG-TERM MANAGEMENT PLAN AS DESCRIBED IN SECTION II OF THE DEED RECORDED CONTEMPORANEOUSLY WITH THIS PLAT. PREFERRED ACCESS ROUTES ARE SHOWN HEREON IN APPROXIMATE LOCATIONS.
11. THE PURPOSE OF THIS PLAT IS TO SERVE AS A REFERENCE FOR THE CREATION OF A CONSERVATION EASEMENT. THIS PLAT IS NOT A BOUNDARY SURVEY. THE LAND PARCELS AND THEIR BOUNDARIES AFFECTED BY THIS CONSERVATION EASEMENT ARE NOT CHANGED BY THIS PLAT.

RECORDED IN PLAT BOOK P-115, PAGE G

COORDINATE TABLE (US FT)		
PT#	Northing	Easting
1	544,312.09	2,267,039.59
2	544,278.34	2,267,063.84
3	544,102.92	2,267,119.81
4	544,039.52	2,267,135.45
5	543,718.70	2,267,100.49
6	543,648.67	2,267,141.62
7	543,670.44	2,267,183.82
8	543,610.98	2,267,217.60
9	543,404.18	2,267,367.74
10	543,308.25	2,267,479.69
11	543,130.00	2,267,447.32
12	542,944.03	2,267,413.56
13	542,910.55	2,267,371.23
14	542,916.29	2,267,598.72
15	542,855.45	2,267,585.53
16	542,579.76	2,267,443.43
17	542,671.47	2,267,746.30
18	542,781.77	2,268,066.68
19	542,899.24	2,268,188.69
20	542,904.91	2,268,492.68
21	542,824.36	2,268,770.21
22	542,610.63	2,268,728.73
23	542,555.93	2,268,612.66
24	542,543.78	2,268,392.21
25	542,442.49	2,268,284.32
26	542,305.58	2,267,895.79
27	542,191.98	2,267,576.01
28	542,139.52	2,267,322.94
29	542,070.59	2,267,312.99
30	542,061.27	2,267,126.15
31	542,073.72	2,267,079.71
32	542,383.68	2,267,091.44
33	542,421.18	2,267,040.74
34	542,431.97	2,266,998.24
35	542,427.90	2,266,967.80
36	542,440.60	2,266,951.79
37	542,444.61	2,266,928.73
38	542,461.97	2,266,911.88
39	542,489.77	2,266,872.16
40	542,496.26	2,266,849.93
41	542,505.14	2,266,848.30
42	542,518.64	2,266,857.98
43	542,530.83	2,266,846.77
44	542,531.64	2,266,818.35
45	542,543.43	2,266,799.12
46	542,549.81	2,266,772.69
47	542,570.75	2,266,755.07
48	542,593.80	2,266,722.94
49	542,608.15	2,266,715.58
50	542,614.00	2,266,697.01
51	542,632.39	2,266,692.31
52	542,652.03	2,266,675.99
53	542,701.20	2,266,660.54
54	542,724.43	2,266,650.14
55	542,744.38	2,266,622.91

COORDINATE TABLE (US FT)		
PT#	Northing	Easting
56	542,765.28	2,266,569.73
57	542,804.75	2,266,521.45
58	542,814.11	2,266,503.74
59	542,842.89	2,266,470.28
60	542,838.25	2,266,421.88
61	542,860.75	2,266,441.72
62	543,015.91	2,266,578.53
63	542,962.26	2,266,653.72
64	542,916.31	2,266,736.64
65	542,850.90	2,266,809.42
66	542,730.50	2,266,883.10
67	542,708.97	2,266,944.84
68	542,650.87	2,267,012.58
69	542,951.89	2,267,176.07
70	542,986.61	2,267,200.66
71	543,148.34	2,267,229.29
72	543,223.87	2,267,245.45
73	543,344.39	2,267,146.52
74	543,377.81	2,267,105.98
75	543,621.58	2,266,779.91
76	543,724.88	2,266,846.39
77	543,837.73	2,266,780.90
78	544,056.73	2,266,698.15
79	544,146.94	2,266,669.85
80	544,217.73	2,266,653.02
81	544,342.91	2,266,637.17
82	544,414.28	2,266,653.04
83	544,484.96	2,266,626.65
84	544,661.26	2,266,579.64
85	544,697.98	2,266,756.37
86	544,704.08	2,266,785.75
87	544,672.07	2,266,801.15
88	544,638.57	2,266,797.79
89	544,586.82	2,266,826.00
90	544,543.25	2,266,843.24
91	544,527.90	2,266,827.00
92	544,473.80	2,266,849.63
93	544,380.26	2,266,848.41

NOTE: NO REBARS SET AT THE CORNERS THAT FALL IN THE CENTERLINE OF THE STREAM, #33-53, 55-60, & 86-92.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°42'16" E	41.56'
L2	S 17°41'37" E	184.13'
L3	S 13°51'45" E	65.30'
L4	S 06°13'10" W	322.73'
L5	S 00°55'19" E	340.93'
L6	N 53°13'02" W	407.11'
L7	N 32°45'48" E	122.84'
L8	N 30°07'45" W	130.48'
L9	N 20°42'01" W	234.12'
L10	N 17°24'57" W	94.54'
L11	N 13°22'15" W	72.76'
L12	N 07°12'57" W	126.18'
L13	N 12°31'51" E	73.11'
L14	N 20°28'08" W	75.44'
L15	N 14°55'57" W	182.46'
L16	N 78°15'49" E	210.51'
L17	S 25°41'34" E	35.52'
L18	S 05°43'12" W	33.67'
L19	S 28°35'46" E	58.93'
L20	S 21°35'17" E	46.86'
L21	S 46°36'03" W	22.35'
L22	S 22°42'20" E	58.64'
L23	S 00°45'04" W	93.55'
L24	S 70°22'33" E	202.97'
L25	S 10°17'27" W	181.17'
L26	S 10°17'27" W	189.01'
L27	N 78°41'29" W	217.11'
L28	N 10°02'15" E	164.25'
L29	N 12°04'41" E	77.24'
L30	N 39°22'57" W	155.92'
L31	N 00°55'19" W	304.32'
L32	N 62°42'33" E	47.49'
L33	S 29°35'45" E	68.38'
L34	S 35°58'45" E	255.56'
L35	S 49°24'30" E	147.43'
L36	S 78°02'26" E	199.49'
L37	N 88°33'16" E	227.56'
L38	S 12°13'57" W	62.25'
L39	S 27°16'02" W	310.16'
L40	N 73°09'15" E	316.45'
L41	N 71°00'11" E	338.83'
L42	N 46°05'07" E	169.37'
L43	N 88°55'53" E	304.05'
L44	S 73°48'56" E	288.98'
L45	S 10°59'00" W	217.72'
L46	S 64°46'00" W	128.32'
L47	S 86°50'46" W	220.78'

LINE TABLE		
LINE	BEARING	DISTANCE
L48	S 46°48'21" W	147.98'
L49	S 70°35'20" W	411.95'
L50	S 70°26'35" W	339.36'
L51	S 78°17'13" W	258.45'
L52	S 08°12'35" W	69.64'
L53	S 87°08'49" W	187.08'
L54	N 74°59'34" W	48.08'
L55	N 02°10'02" E	310.18'
L56	N 53°30'45" W	63.06'
L57	N 75°45'30" W	43.85'
L58	S 82°22'40" W	30.71'
L59	N 51°34'01" W	20.44'
L60	N 80°08'29" W	23.41'
L61	N 44°08'34" W	24.20'
L62	N 55°00'30" W	48.47'
L63	N 73°43'47" W	23.16'
L64	N 10°23'52" W	9.03'
L65	N 35°37'46" E	16.61'
L66	N 42°37'00" W	16.56'
L67	N 88°21'55" W	28.43'
L68	N 58°29'01" W	22.55'
L69	N 76°25'41" W	27.19'
L70	N 40°05'15" W	27.36'
L71	N 54°20'26" W	39.55'
L72	N 27°09'16" W	16.13'
L73	N 72°30'55" W	19.46'
L74	N 14°20'52" W	18.98'
L75	N 39°43'56" W	25.54'
L76	N 17°26'15" W	51.54'
L77	N 24°06'42" W	25.45'
L78	N 53°46'41" W	33.76'
L79	N 68°32'51" W	57.14'
L80	N 50°43'50" W	62.37'
L81	N 62°07'48" W	20.03'
L82	N 49°18'34" W	44.13'
L83	S 84°31'11" W	48.62'
L84	N 41°24'08" E	236.86'
L85	S 54°29'34" E	92.37'
L86	S 61°00'14" E	94.80'
L87	S 48°03'10" E	97.85'
L88	S 31°27'53" E	141.16'
L89	S 70°46'28" E	65.39'
L90	S 49°23'03" E	89.23'
L91	N 28°30'29" E	342.54'

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
 COUNTY OF WAYNE

I, *Anthony G. Lee*, REVIEW OFFICER OF WAYNE COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

Anthony G. Lee
 REVIEW OFFICER

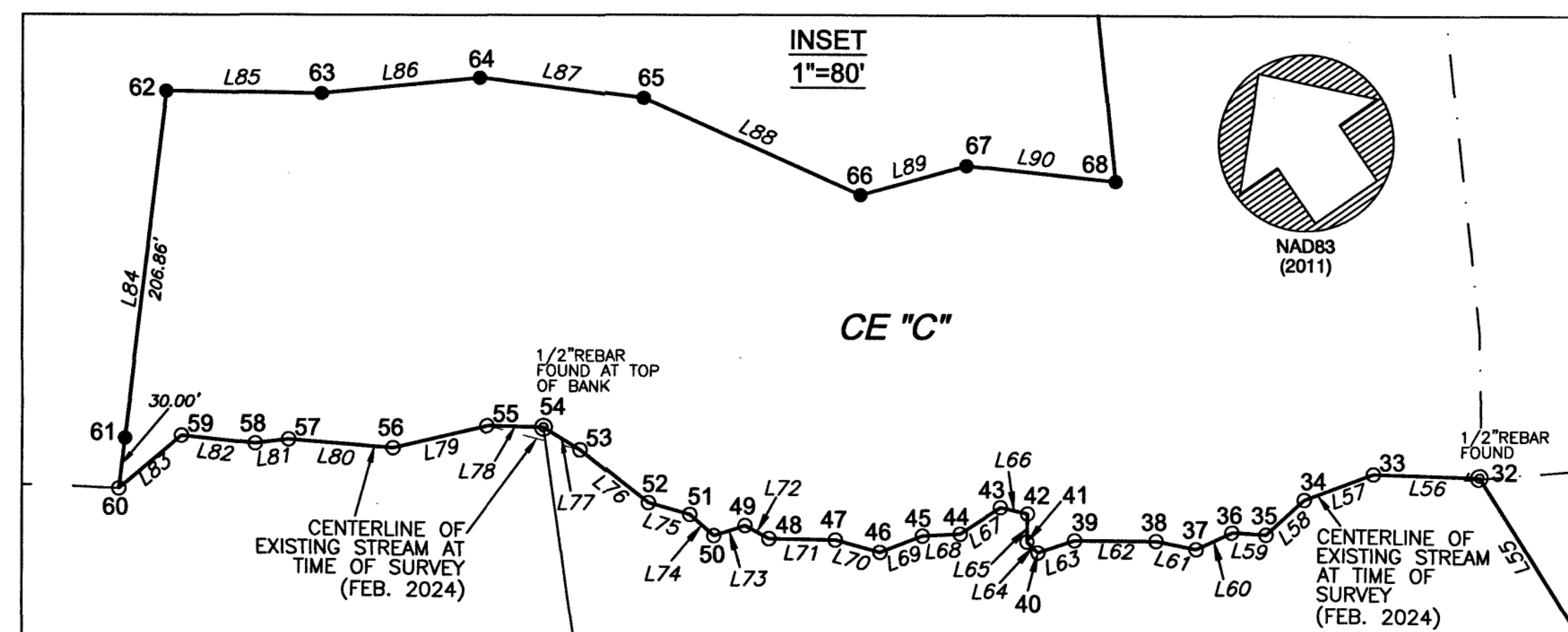
7-26-24
 DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION
 WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON. WE HEREBY ACCEPT AND ADOPT THIS RECORDED PLAT AND CONSERVATION EASEMENT WITH OUR FREE CONSENT AND DEDICATE, GRANT, AND CONVEY ALL EASEMENTS, RIGHT-OF-WAYS, AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED HEREIN.

Sherry Lynn Brock Garner 7/26/24
 OWNER DATE

Elizabeth Ann Brock Hood 7/26/24
 OWNER DATE

TIE LINE TABLE		
LINE	BEARING	DISTANCE
T1	S 30°25'40" E	81.21'
T2	N 50°30'06" W	52.54'
T3	S 10°17'27" W	11.63'
T4	S 61°17'50" W	45.89'
T5	N 35°18'25" E	42.55'
T6	S 10°59'00" W	125.14'
T7	S 87°08'49" W	47.06'
T8	S 02°10'02" W	14.80'



80' 0' 80' 160'
 SCALE: 1 inch = 80 feet (18x24)

res	P.O. BOX 148 SWANNANOVA, NC 28778 (919) 829-9909 www.res.us F-1428
SURVEY: AUG 2023-JUL 2024	SURVEYED BY: JDP, LDS
DRAWN BY: EGT/DST	RES PROJ. #: 106876
REVIEWED BY: DST	PLAT DATE: 07/15/2024

CONSERVATION EASEMENT PLAT FOR THE STATE OF NORTH CAROLINA, DIVISION OF MITIGATION SERVICES SPO FILE # 96-LA-192; DMS PROJECT #100652		
PROJECT: MUSCADINE		
PIN: 2564-63-6833	OWNERS: NORWOOD McCULLEN HEIRS	
BROGDEN TOWNSHIP	WAYNE COUNTY	NORTH CAROLINA

CAD FILE: MUSCADINE_CE_F.dwg
SCALE: 1" = 80'
SHEET 2 of 2