

Big Alamance

Guilford County

Project ID #100655

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



BK: R 8920
PG: 598 - 610

RECORDED:

04/07/2025

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DEPUTY-GB

BY: MARY BROWN

2025015169

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

STATE OF NC

REAL ESTATE

EXTX \$146.00

Excise Tax: \$ 146.00

STATE OF NORTH CAROLINA

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

GUILFORD COUNTY

SPO File Number: 41-LA-735

DMS Project Number: 100655

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 PROVIDED PURSUANT TO FULL DELIVERY MITIGATION CONTRACT ("Conservation Easement and Right of Access" or "Conservation Easement"), made this 7 day of April, 2025, by Bruce Elvin Clapp and Margaret Kay Kluttz Clapp, Co-Trustees of the Clapp Family Trust, dated June 2, 2009, whose mailing address is 3044 Torrington Trail, Williamsburg, VA 23188, and Wendell G. Clapp, unmarried, ("Grantor"), whose mailing address is 2209 Herron Road, Whitsett, North Carolina 27377, to the State of North Carolina, ("Grantee"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, employees, agents, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

NCDMS Full Delivery Conservation Easement Template

AG reviewed 27 October 2023

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

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between Ecosystem Planning and Restoration, PLLC – 1150 SE Maynard Road, Suite 140, Cary, NC 27511 and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 563635464-01.

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

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

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

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Rock Creek Township, Guilford County, North Carolina (the “**Property**”), and being more particularly described as that certain parcel of land containing approximately 48.32 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 7230 at Page 205** and **Deed Book 7076 at Page 689** of the Guilford County Registry, North Carolina and further identified as being Guilford County Parcel 107314 (PIN 8832176541); 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 Conservation Easement and Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of ***if known, insert name of stream, branch, river or waterway here.***

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

The Conservation Easement Area consists of the following:

Tracts Number 107314 (Easement D) containing a total of 3.64 acres as shown on the plats of survey entitled “Final Plat, Conservation Easement for North Carolina Division of Mitigation Services, Project Name: Big Alamance, SPO File Nos. 41-LA-735, 41-LA-736 and 41-LA-738, DMS Site No. 100655, Property of Wendell Clapp, Bruce Clapp, Clapp Family Trust, and James and Peggy Greenson,” dated March 11, 2025 by Ascension Land Surveying P.C., PLS Number NC L-5008 and recorded in the Guilford County, North Carolina Register of Deeds at Plat Book 217, Pages 146-147.

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

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

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual, and it shall run with, and be a continuing restriction upon the

use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at 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. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee or its employees, contractors, agents, successors, and assigns. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a crossing area(s) or road or trail as shown on the recorded survey plat. This provision shall also apply to the use of any equine species.

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

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

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

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

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

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

I. 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.

J. 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.

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

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

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

N. 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. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

IV. GRANTEE RESERVED USES

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

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

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

D. Signs. The Grantee shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement Area, or identify the project boundaries and the holder of the Conservation Easement.

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

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

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover

damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to the Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee has the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions, and restrictions of this Conservation Easement. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail (“email”), or by personal contact with the Grantor (i.e., phone or in-person).

C. Acts Beyond Grantor’s Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area resulting from causes beyond the Grantor’s control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

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

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

VI. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision

to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

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

C. Except as specifically provided herein, all 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. This Conservation Easement shall run with the title to the Easement Area and any other portion of the Property encumbered hereby and shall be binding upon Grantor and Grantor's heirs, successors and assigns. Grantor agrees that any subsequent lease, deed, or other legal instruments granting or conveying an interest in and to the Easement Area or other portion of the Property encumbered hereby shall be subject to this Conservation Easement.

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 and shall be binding on any successor owners.

F. This Conservation Easement and Right of Access may be amended, but only in a writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws and is consistent with the purposes of the Conservation Easement. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

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

and

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

and

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

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq., § 143-214.12(a1) and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VII. QUIET ENJOYMENT

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

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

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

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

GRANTOR:

Bruce Elvin Clapp, Co-Trustee (SEAL)
Bruce Elvin Clapp, Co-Trustee
of the Clapp Family Trust, dated June 2, 2009

Margaret Kay Kluttz Clapp, Co-Trustee (SEAL)
Margaret Kay Kluttz Clapp, Co-Trustee
of the Clapp Family Trust, dated June 2, 2009

STATE OF NORTH CAROLINA

COUNTY OF ~~Wake~~ Gates

I, WARD E. ELIS, a Notary Public, do hereby certify that Bruce Elvin Clapp and Margaret Kay Kluttz Clapp, 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 24th day of MARCH, 2025.

Ward E. Elis
Notary Public

My commission expires:

2/6/29



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

GRANTOR:

Wendell G. Clapp (SEAL)
Wendell G. Clapp

STATE OF NORTH CAROLINA

COUNTY OF ~~Wake~~ Guilford

I, WARD E. ELIS, a Notary Public in and for WAKE County and State aforesaid, do hereby certify that Wendell G. Clapp 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 1st day of APRIL, 2025.

Ward E. Elis
Notary Public



My commission expires: 2/6/29

Exhibit A

LEGAL DESCRIPTION

"CONSERVATION EASEMENT D"

PARCEL IDENTIFICATION NUMBER (PIN) 8832176541

PARCEL NUMBER 107314

158,566 S.F.

+/- 3.64 AC.

A PERMANENT CONSERVATION EASEMENT OVER A PORTION OF LAND IN THE ROCK CREEK TOWNSHIP, GUILFORD COUNTY, NORTH CAROLINA AS SHOWN ON A SURVEY PREPARED BY ASCENSION LAND SURVEYING WITH A PROJECT NUMBER OF 23-10-63 DATED MARCH 11, 2025 AND BEING RECORDED IN PLAT BOOK 217, PAGES 146-147 WITH THE GUILFORD COUNTY REGISTER OF DEEDS OFFICE AND BEING ON THE LAND OWNED BY (NOW OR FORMERLY) BRUCE CLAPP AND CLAPP FAMILY TRUST.

BEGINNING AT A CALCULATED POINT BEING THE MOST NORTHERN CORNER OF THE EASEMENT DESCRIBED HEREIN AND ALSO BEING IN THE LINE OF (NOW OR FORMERLY) BRUCE CLAPP AND CLAPP FAMILY TRUST, DEED BOOK 7230 PAGE 205 AND ALSO THE LINE OF (NOW OR FORMERLY) WENDELL CLAPP, DEED BOOK 7404 PAGE 2288; THENCE FROM THE POINT OF BEGINNING AND RUNNING IN A CLOCKWISE DIRECTION WITH THAT COMMON LINE S 46°17'55" E 287.41' TO A CALCULATED POINT IN THE AFOREMENTIONED COMMON LINE; THENCE LEAVING THAT LINE S 13°21'47" E 27.08' TO A REBAR AND CAP; THENCE S 29°04'56" E 166.32' TO A REBAR AND CAP; THENCE S 66°30'35" E 185.11' TO A REBAR AND CAP IN THE AFOREMENTIONED COMMON LINE; THENCE WITH THAT LINE S 46°17'55" E 598.79' TO AN EXISTING IRON PIPE BEING THE MOST SOUTHERN CORNER OF "CONSERVATION EASEMENT C" AND ALSO BEING IN THE LINE OF (NOW OR FORMERLY) K FARMS, INC, DEED BOOK 7286 PAGE 2415; THENCE WITH THAT LINE S 46°31'45" W 68.69' TO A REBAR AND CAP; THENCE LEAVING THE LINE OF THE AFOREMENTIIONED N 57°03'05" W 796.27' TO A REBAR AND CAP; THENCE N 44°31'54" W 90.43' TO A REBAR AND CAP THENCE N 15°54'02" W 423.67' TO THE POINT AND PLACE OF BEGINNING, HAVING A PERIMETER OF 2,643 FEET AND +/- 3.64 ACRES.

BK: R 8920
PG: 584 - 597

RECORDED:

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BY: MARY BROWN

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AG reviewed 27 October 2023

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

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between Ecosystem Planning and Restoration, PLLC – 1150 SE Maynard Road, Suite 140, Cary, NC 27511 and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 563635464-01.

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

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

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

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Rock Creek Township, Guilford County, North Carolina (the “**Property**”), and being more particularly described as that certain parcel of land containing approximately 3.01 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 4846 at Page 1590** of the Guilford County Registry, North Carolina and further identified as being Guilford County Parcel Number 107308 (PIN 8832194347), and that certain parcel of land containing approximately 58.29 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 7404 at Page 2288** of the Guilford County Registry, North Carolina and the estate of Bruce Clapp which probate proceedings are filed in the office of the Clerk of Superior Court of Guilford County in **Estate File Number 12-E-1731**, and further identified as being Guilford County Parcel Number 107303 (PIN 8832280339); 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 Conservation Easement and Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of if known, insert name of stream, branch, river or waterway here.

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

The Conservation Easement Area consists of the following:

Tracts Number 107308 (Easement A) and 107303 (Easement B and C) containing a total of 18.65 acres as shown on the plats of survey entitled “Final Plat, Conservation Easement for North Carolina Division of Mitigation Services, Project Name: Big Alamance, SPO File Nos. 41-LA-735, 41-LA-736 and 41-LA-738, DMS Site No. 100655, Property of Wendell Clapp, Bruce Clapp, Clapp Family Trust, and James and Peggy Greeson,” dated March 11, 2025 by Ascension Land Surveying P.C., PLS Number NC L-5008 and recorded in the Guilford County, North Carolina Register of Deeds at Plat Book 217, Pages 146-147.

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

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

I. DURATION OF EASEMENT

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

II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at 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. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee or its employees, contractors, agents, successors, and assigns. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a crossing area(s) or road or trail as shown on the recorded survey plat. This provision shall also apply to the use of any equine species.

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

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

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

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

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

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

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

I. 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.

J. 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.

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

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

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

N. 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. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the

stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

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

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

D. Signs. The Grantee shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement Area, or identify the project boundaries and the holder of the Conservation Easement.

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

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

V. ENFORCEMENT AND REMEDIES

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

except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to the Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee has the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions, and restrictions of this Conservation Easement. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail ("email"), or by personal contact with the Grantor (i.e., phone or in-person).

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

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

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

VI. MISCELLANEOUS

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

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

C. Except as specifically provided herein, all 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. This Conservation Easement shall run with the title to the Easement Area and any other portion of the Property encumbered hereby and shall be binding upon Grantor and Grantor's heirs, successors and assigns. Grantor agrees that any subsequent lease, deed, or other legal instruments granting or conveying an interest in and to the Easement Area or other portion of the Property encumbered hereby shall be subject to this Conservation Easement.

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 and shall be binding on any successor owners.

F. This Conservation Easement and Right of Access may be amended, but only in a writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws and is consistent with the purposes of the Conservation Easement. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

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

and

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

and

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

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq., § 143-214.12(a1) and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VII. QUIET ENJOYMENT

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

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

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

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

GRANTOR:

Wendell G. Clapp (SEAL)
Wendell G. Clapp

STATE OF NORTH CAROLINA

COUNTY OF ~~WAKE~~ Guilford

I, WARD E. ELIS, a Notary Public in and for WAKE County and State aforesaid, do hereby certify that Wendell G. Clapp, 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 1ST day of APRIL, 2025.

Ward E. Elis
Notary Public

My commission expires:

2/6/29



Exhibit A

LEGAL DESCRIPTION

"CONSERVATION EASEMENT A"

PARCEL IDENTIFICATION NUMBER (PIN) 8832194347

PARCEL NUMBER 107308

30,141 S.F.

+/- 0.70 AC.

A PERMANENT CONSERVATION EASEMENT OVER A PORTION OF LAND IN THE ROCK CREEK TOWNSHIP, GUILFORD COUNTY, NORTH CAROLINA AS SHOWN ON A SURVEY PREPARED BY ASCENSION LAND SURVEYING WITH A PROJECT NUMBER OF 23-10-63 DATED MARCH 11, 2025 AND BEING RECORDED IN PLAT BOOK 217, PAGES 146-147 WITH THE GUILFORD COUNTY REGISTER OF DEEDS OFFICE AND BEING ON THE LAND OWNED BY (NOW OR FORMERLY) WENDELL CLAPP.

BEGINNING AT A REBAR AND CAP BEING THE MOST NORTHERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE FROM THE PLACE OF BEGINNING AND RUNNING IN A CLOCKWISE DIRECTION S 67°30'26" E 281.36' TO A CALCULATED POINT IN THE LINE OF (NOW OR FORMERLY) WENDELL CLAPP, DEED BOOK 4846 PAGE 1590 AND (NOW OR FORMERLY) WENDELL CLAPP, DEED BOOK 7404 PAGE 2288; THENCE WITH THAT COMMON LINE S 25°29'40" W 53.45' TO AN EXISTING PINCH TOP PIPE; THENCE N 87°56'07" W 190.20' TO A CALCULATED POINT; THENCE LEAVING THAT COMMON LINE N 67°18'29 W 128.81' TO A REBAR AND CAP; THENCE N 27°27'21" E 103.98' TO A REBAR AND CAP; THENCE N 73°35'31" E 25.04' THE POINT AND PLACE OF BEGINNING, HAVING A PERIMETER OF 783 S.F AND +/- 0.70 ACRES.

LEGAL DESCRIPTION

"CONSERVATION EASEMENT B"

PARCEL IDENTIFICATION NUMBER (PIN) 8832280339

PARCEL NUMBER 107303

519,602 S.F.

+/- 11.92 AC.

A PERMANENT CONSERVATION EASEMENT OVER A PORTION OF LAND IN THE ROCK CREEK TOWNSHIP, GUILFORD COUNTY, NORTH CAROLINA AS SHOWN ON A SURVEY PREPARED BY ASCENSION LAND SURVEYING WITH A PROJECT NUMBER OF 23-10-63 DATED MARCH 11, 2025 AND BEING RECORDED IN PLAT BOOK 217, PAGES 146-147 WITH THE GUILFORD COUNTY REGISTER OF DEEDS OFFICE AND BEING ON THE LAND OWNED BY (NOW OR FORMERLY) WENDELL CLAPP.

BEGINNING AT A REBAR AND CAP BEING THE MOST NORTHEASTERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE FROM THE POINT OF BEGINNING AND RUNNING IN A

CLOCKWISE DIRECTION S 10°46'33" W 278.35' TO A REBAR AND CAP; THENCE S 75°58'29" E 323.42' TO A REBAR AND CAP; THENCE S 54°11'06" E 242.29' TO A REBAR AND CAP; THENCE S 44°27'15" E 13.13' TO A CALCULATED POINT IN THE LINE OF (NOW OR FORMERLY) WENDELL CLAPP, DEED BOOK 7404 PAGE 2288 (TRACT 3) AND (NOW OR FORMERLY) JAMES AND PEGGY GREESON, DEED BOOK 7849 PAGE 1222; THENCE WITH THAT COMMON LINE S 46°56'13" W 200.15' TO A REBAR AND CAP; THENCE LEAVING THE AFOREMENTIONED LINE N 45°53'56" W 223.33' TO A REBAR AND CAP; THENCE N 76°37'34" W 254.19' TO A REBAR AND CAP; THENCE S 30°14'52" W 339.27' TO A REBAR AND CAP; THENCE S 16°47'26" E 103.61' TO A REBAR AND CAP; THENCE S 53°50'09" W 122.94' TO A REBAR AND CAP; THENCE S 36°01'46" W 125.92' TO A REBAR AND CAP; THENCE S 13°21'47" E 836.72' TO A CALCULATED POINT IN THE LINE OF THE AFOREMENTIONED WENDELL CLAPP PROPERTY AND (NOW OR FORMERLY) BRUCE CLAPP AND CLAPP FAMILY TRUST, DEED BOOK 7230 PAGE 205; THENCE WITH THAT COMMON LINE N 46°17'55" W 287.41' TO A CALCULATED POINT IN THE AFOREMENTIONED COMMON LINE; THENCE LEAVING THAT LINE N 15°54'02" W 570.39' TO A REBAR AND CAP; THENCE S 62°53'54" W 143.92' TO A REBAR AND CAP; THENCE N 21°22'51" W 127.95' TO A REBAR AND CAP; THENCE N 55°29'06" E 82.71' TO A REBAR AND CAP; THENCE N 89°18'05" E 140.59' TO A REBAR AND CAP; THENCE N 13°53'41" E 245.06' TO A REBAR AND CAP; THENCE N 33°15'53" E 371.81' TO A REBAR AND CAP; THENCE N 19° 17'57" E 215.66' TO A REBAR AND CAP; THENCE S 73°49'00" W 206.12' TO A REBAR AND CAP; THENCE S 84°44'26" W 245.96' TO A REBAR AND CAP; THENCE N 78°33'17" W 147.96' TO A REBAR AND CAP; THENCE N 67°18'29" W 154.83' TO A CALCULATED POINT IN THE LINE OF THE AFOREMENTIONED WENDELL CLAPP PROPERTY AND (NOW OR FORMERLY) WENDELL CLAPP, DEED BOOK 4846 PAGE 1590 AND ALSO BEING THE MOST SOUTH AND EASTERN LINES OF "CONSERVATION EASEMENT A"; THENCE ALONG THAT COMMON LINE S 87°56'07" E 190.20' TO AN EXISTING PINCH TOP PIPE; THENCE N 25°29'40" E 53.45' TO CALCULATED POINT; THENCE LEAVING THE COMMON LINE S 67°30'26" E 13.71' TO A REBAR AND CAP; THENCE N 65°35'59" E 73.35' TO A REBAR AND CAP; THENCE N 86°38'01" E 310.96' TO A REBAR AND CAP; THENCE N 56°10'39" E 281.91' TO A REBAR AND CAP; THENCE S 64°32'32" E 107.45' TO THE POINT AND PLACE OF BEGINNING, HAVING A PERIMETER OF 7,038 FEET AND +/- 11.93 ACRES.

LEGAL DESCRIPTION

"CONSERVATION EASEMENT C"

PARCEL IDENTIFICATION NUMBER (PIN) 8832280339

PARCEL NUMBER 107303

262,499 S.F.

+/- 6.03 AC.

A PERMANENT CONSERVATION EASEMENT OVER A PORTION OF LAND IN THE ROCK CREEK TOWNSHIP, GUILFORD COUNTY, NORTH CAROLINA AS SHOWN ON A SURVEY PREPARED BY ASCENSION LAND SURVEYING WITH A PROJECT NUMBER OF 23-10-63 DATED MARCH 11, 2025 AND BEING RECORDED IN PLAT BOOK 217, PAGES 146-147 WITH THE GUILFORD COUNTY

REGISTER OF DEEDS OFFICE AND BEING ON THE LAND OWNED BY (NOW OR FORMERLY) WENDELL CLAPP.

BEGINNING AT A REBAR AND CAP BEING THE MOST NORTHERN CORNER OF THE EASEMENT DESCRIBED HEREIN; THENCE FROM THE POINT OF BEGINNING AND RUNNING IN A CLOCKWISE DIRECTION S 44°45'33" E 348.07' TO A REBAR AND CAP; THENCE N 45°08'19" E 104.95' TO A REBAR AND CAP IN THE LINE OF THE "OLDE BROOKFIELD SUBDIVISION" AS RECORDED IN PLAT BOOK 100 PAGE 133; THENCE WITH THAT LINE S 43°35'59" E 302.20' TO AN EXISTING STONE BEING A COMMON CORNER WITH "OLDE BROOKFIELD SUBDIVISION" AND (NOW OR FORMERLY) K FARMS, INC, DEED BOOK 7286 PAGE 2415; THENCE WITH THE LINE OF K FARMS, INC S 44° 37' 21"W 461.21' (PASSING THROUGH AN EXISTING REBAR AT 231.53') TO AN EXISTING IRON PIPE BEING A COMMON CORNER WITH THE AFOREMENTIONED K FARMS, INC AND (NOW OR FORMERLY) BRUCE CLAPP AND CLAPP FAMILY TRUST, DEED BOOK 7230 PAGE 205; THENCE WITH THE LINE OF THE AFOREMENTIONED BRUCE CLAPP AND CLAPP FAMILY TRUST N 46°17'55" W 598.79' TO A REBAR AND CAP; THENCE LEAVING THE LINE OF THE AFOREMENTIONED N 36°45'39" E 382.62' TO THE POINT AND PLACE OF BEGINNING, HAVING A PERIMETER OF 2,198 FEET AND +/- 6.03 ACRES.

BK: R 8920
PG: 611 - 622

RECORDED:

04/07/2025

04:09:37 PM

DEPUTY-GB

BY: MARY BROWN

2025015170

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

STATE OF NC

REAL ESTATE

EXTX \$113.00

Excise Tax: \$ 113.00

STATE OF NORTH CAROLINA

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

GUILFORD COUNTY

SPO File Number: 41-LA-738

DMS Project Number: 100655

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 PROVIDED PURSUANT TO FULL DELIVERY MITIGATION CONTRACT ("Conservation Easement and Right of Access" or "Conservation Easement"), made this 7 day of April, 2025, James D. Greeson and Peggy R. Greeson, Trustees under the Greeson Living Trust dated August 24, 2016, ("Grantor"), whose mailing address is 6700 Lotton Road, Gibsonville, NC 27249, to the State of North Carolina, ("Grantee"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, employees, agents, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

NCDMS Full Delivery Conservation Easement Template

AG reviewed 27 October 2023

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 Ecosystem Planning and Restoration, PLLC – 1150 SE Maynard Road, Suite 140, Cary, NC 27511 and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 563635464.01.

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

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

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

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Rock Creek Township, Guilford County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 65.59 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 7849 at Page 1222** of the Guilford County Registry, North Carolina and further identified as being Guilford County Parcel Number 103041 (PIN 8832480065); 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 Conservation Easement and Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of **if known, insert name of stream, branch, river or waterway here.**

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

The Conservation Easement Area consists of the following:

Tracts Number 103041 (**Easement E**) containing a total of 2.82 acres as shown on the plats of survey entitled "Final Plat, Conservation Easement for North Carolina Division of Mitigation Services, Project Name: Big Alamance, SPO File Nos. 41-LA-735, 41-LA-736 and 41-LA-738, DMS Site No. 100655, Property of Wendell Clapp, Bruce Clapp, Clapp Family Trust, and James and Peggy Greeson," dated March 11, 2025 by Ascension Land Surveying P.C., PLS Number NC L-5008 and recorded in the Guilford County, North Carolina Register of Deeds at Plat Book 217, Pages 146-147.

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

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

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual, and it shall run with, and be a continuing restriction upon the

use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at 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. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited actions on the Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee or its employees, contractors, agents, successors, and assigns. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a crossing area(s) or road or trail as shown on the recorded survey plat. This provision shall also apply to the use of any equine species.

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

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

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

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

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

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

I. 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.

J. 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.

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

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

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

N. 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. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Grantee entity designated to steward the Conservation Easement by the Division of Mitigation Services.

IV. GRANTEE RESERVED USES

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

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

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

D. Signs. The Grantee shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement Area, or identify the project boundaries and the holder of the Conservation Easement.

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

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

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover

damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to the Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee has the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions, and restrictions of this Conservation Easement. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail (“email”), or by personal contact with the Grantor (i.e., phone or in-person).

C. Acts Beyond Grantor’s Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area resulting from causes beyond the Grantor’s control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

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

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

VI. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision

to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

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

C. Except as specifically provided herein, all 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. This Conservation Easement shall run with the title to the Easement Area and any other portion of the Property encumbered hereby and shall be binding upon Grantor and Grantor's heirs, successors and assigns. Grantor agrees that any subsequent lease, deed, or other legal instruments granting or conveying an interest in and to the Easement Area or other portion of the Property encumbered hereby shall be subject to this Conservation Easement.

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 and shall be binding on any successor owners.

F. This Conservation Easement and Right of Access may be amended, but only in a writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws and is consistent with the purposes of the Conservation Easement. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

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

and

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

and

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

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq., § 143-214.12(a1) and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VII. QUIET ENJOYMENT

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

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

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

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

GRANTOR:

James D. Greeson Trustee (SEAL)
James D. Greeson, Trustee
under the Greeson Living Trust dated August 24, 2016

Peggy R. Greeson, Trustee (SEAL)
Peggy R. Greeson, Trustee
under the Greeson Living Trust dated August 24, 2016

STATE OF NORTH CAROLINA

COUNTY OF ~~WAKE~~ Guilford

I, WARD E. ELIS, a Notary Public in and for WAKE County and State aforesaid, do hereby certify that James D. Greeson and Peggy R. Greeson 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 15th day of APRIL, 2025.

Ward E. Elis
Notary Public

My commission expires: 2/6/29



Exhibit A

LEGAL DESCRIPTION

"CONSERVATION EASEMENT E"

PARCEL IDENTIFICATION NUMBER (PIN) 8832480065

PARCEL NUMBER 103041

122,979 S.F.

+/- 2.82 AC.

A PERMANENT CONSERVATION EASEMENT OVER A PORTION OF LAND IN THE ROCK CREEK TOWNSHIP, GUILFORD COUNTY, NORTH CAROLINA AS SHOWN ON A SURVEY PREPARED BY ASCENSION LAND SURVEYING WITH A PROJECT NUMBER OF 23-10-63 DATED MARCH 11, 2025 AND BEING RECORDED IN PLAT BOOK 217, PAGES 146-147 WITH THE GUILFORD COUNTY REGISTER OF DEEDS OFFICE AND BEING ON THE LAND OWNED BY (NOW OR FORMERLY) JAMES AND PEGGY GREESON.

BEGINNING AT A CALCULATED POINT BEING THE MOST NORTHERN CORNER OF THE EASEMENT DESCRIBED HEREIN AND ALSO BEING IN THE LINE OF (NOW OR FORMERLY) JAMES AND PEGGY GREESON, DEED BOOK 7849 PAGE 1222 AND (NOW OR FORMERLY) WENDELL CLAPP, DEED BOOK 7404 PAGE 2288; THENCE FROM THE POINT OF BEGINNING AND RUNNING IN A CLOCKWISE DIRECTION AND LEAVING THE AFOREMENTIONED COMMON LINE S 44°27'15" E 442.83' TO A REBAR AND CAP; THENCE S 41°31'36" W 274.47' TO A REBAR AND CAP IN THE LINE OF THE AFOREMENTIONED GREESON TRACT AND "OLDE BROOKFIELD SUBDIVISION"; THENCE WITH THAT COMMON LINE N 43°18'31" W 144.90' TO AN EXISTING IRON PIPE; THENCE N 43°25'50" W 323.68' TO AN EXISTING IRON PIPE IN THE LINE OF THE AFOREMENTIONED CLAPP TRACT; THENCE WITH THAT COMMON LINE N 46°56'13" E 265.38' (CROSSING OVER A REBAR AND CAP AT 65.23) TO THE POINT AND PLACE OF BEGINNING, HAVING A PERIMETER OF 1,451 FEET AND +/- 2.82 ACRES.

TOGETHER WITH access to that shared driveway located on that parcel having Guilford County parcel ID number: 102975 with a common address of 7237 Shoe Road, Burlington, NC 27215 and more further described as follows:

BEGINNING at an iron stake in J.O. Clapp's line; thence South 46 degrees East 11.80 chains to an iron stake; thence South 45 degrees West 0.60 chains to a stone, E.L. Fogleman's corner; thence South 47 ½ degrees East 2.00 chains to a point in the center of public road, cornering with W. Clarence Greeson; thence North 55 degrees East 3.80 chains along the center of the said road to another corner; thence North 46 degrees West 14.50 chains to an iron stake in Hattie Smith Allred's corner; thence South 48 degrees West 3.18 chains to the BEGINNING, containing 4.2 acres, more or less.

Plot Book 217 Page 146

OWNER(S) SIGNATURE(S) AND ATTEST
CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THAT THE LAND SHOWN ON THIS PLAT IS WITHIN THE SUBDIVISION-REGULATION JURISDICTION OF THE TOWNSHIP OF ROCK CREEK AND THIS PLAT AND ALLOTMENT TO BE A FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS ROADS, STREET AND EASEMENTS, FOREVER ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT

Bruce Elvin Clapp, Trustee - CHAPA FAMILY TRUST
SIGNED

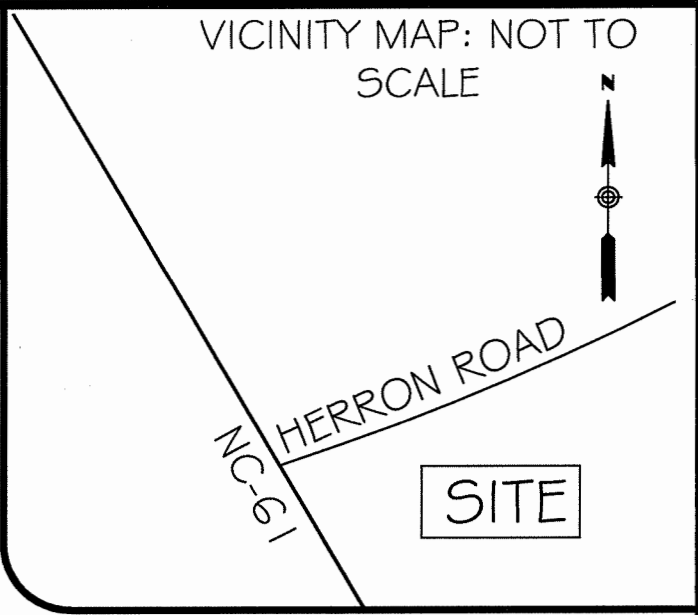
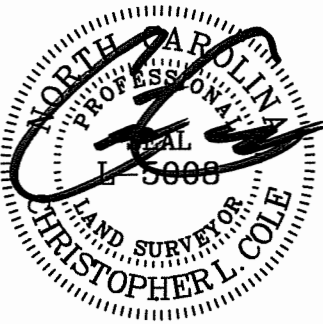
Margaret Kay Kuntz Clapp, Trustee - CHAPA FAMILY TRUST
SIGNED

Wendell H. Clapp
SIGNED

James W. Greeson - Trustee - Greeson Living Trust
SIGNED

Peggy R. Greeson - Trustee - Greeson Living Trust
SIGNED
Wendell H. Clapp

ATTEST



GUILFORD COUNTY NOTES:
DEED RESTRICTION - RESTRICTIVE COVENANT:

DEVELOPMENT OF SUBJECT PROPERTY IS REQUIRED TO BE IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL REGULATIONS FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II STORMWATER MANAGEMENT PROGRAM. THE RECORDING OF THIS DOCUMENT ESTABLISHES AN ENFORCEABLE RESTRICTION ON PROPERTY USAGE THAT RUNS WITH THE LAND TO ENSURE THAT FUTURE DEVELOPMENT AND/OR REDEVELOPMENT SHALL MAINTAIN THE SITE IN A MANNER CONSISTENT WITH APPLICABLE LAW AND THE APPROVED PROJECT PLANS. ANY ALTERATIONS TO THE SITE SHALL NOT BE PERMITTED WITHOUT REVIEW AND APPROVAL BY THE LOCAL GOVERNMENTAL OFFICE HAVING JURISDICTION FOR WATERSHED/STORMWATER MANAGEMENT PROTECTION.

NOTICE - THIS PROPERTY IS LOCATED WITHIN THE WATER SUPPLY WATERSHED FOR LAKE MACKINTOSH WS-IV, WCA TIERS 3 & 4. DEVELOPMENT RESTRICTIONS MAY APPLY.

RIPARIAN BUFFER & STREAM NOTES:

THIS PROPERTY IS LOCATED WITHIN THE JORDAN LAKE WATERSHED WHERE ASSOCIATED RIPARIAN BUFFER RULES APPLY. JURISDICTIONAL STREAMS, WETLANDS, AND OTHER WATERS OF THE U.S. ARE SUBJECT TO USAGE AND NCDEQ REGULATIONS. REQUIRED APPROVALS AND PERMITS MUST BE OBTAINED FROM USAGE AND NCDEQ PRIOR TO IMPACTS TO JURISDICTIONAL STREAMS, WETLANDS AND OTHER WATERS OF THE U.S. THE OWNER AND CONTRACTOR ARE RESPONSIBLE FOR ENSURING ALL APPROPRIATE PERMITS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION. STREAM BUFFER USE REQUEST (I.E. BUFFER AUTHORIZATION) APPLICATION MUST BE APPROVED BY GUILFORD COUNTY (OR NCDEQ FOR PROJECTS REQUIRING THEIR REVIEW OF BUFFERS) PRIOR TO LAND DISTURBANCE WITHIN A RIPARIAN BUFFER, UNLESS THE LAND DISTURBANCE IS EXPLICITLY STATED AS AN "EXEMPT" USE IN THE GUILFORD COUNTY UDO AND NCAC RULES THAT APPLY.

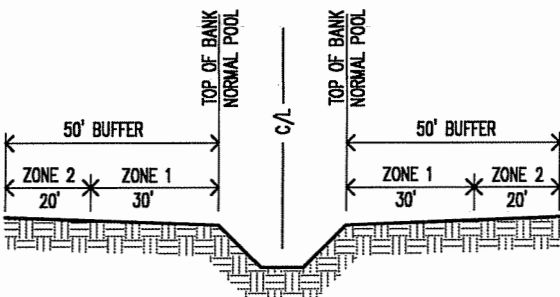
A 100-YEAR FLOODPLAIN (SFHA) DOES NOT EXIST ON THE PROPERTY BASED ON FIRM MAP # 3710883200J WITH EFFECTIVE DATE 6/18/2007 (ZONE X).

EXISTING STREAM IS TO BE RELOCATED AFTER ISSUANCE OF ALL REQUIRED PERMITS AND APPROVAL.

CONSERVATION EASEMENT CORNER TABLE		
Point #	Northing	Easting
1	828628.49	1833273.85
2	828423.01	1833091.89
3	828528.32	1832992.36
4	828763.38	1832769.84
5	828807.92	1832817.49
6	828963.34	1832657.12
7	829022.14	1832409.82
8	828729.06	1832238.91
9	828629.86	1832268.84
10	828557.31	1832169.59
11	828455.48	1832095.52
12	827641.41	1832288.90
13	827615.06	1832295.16
14	827469.72	1832376.00
15	827395.93	1832545.77
16	827702.46	1832774.76
17	827455.31	1833019.84
18	827529.34	1833094.23
19	827310.59	1833302.03
20	826982.23	1832978.66

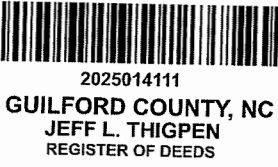
CONSERVATION EASEMENT CORNER TABLE		
Point #	Northing	Easting
21	826934.97	1832928.81
22	827368.06	1832260.61
23	827432.52	1832197.20
24	827839.99	1832081.12
25	828388.55	1831924.85
26	828322.99	1831796.74
27	828442.13	1831750.09
28	828489.00	1831818.24
29	828490.71	1831958.82
30	828728.60	1832017.67
31	829039.48	1832221.61
32	829243.02	1832292.88
33	829185.58	1832094.93
34	829163.03	1831850.01
35	829192.39	1831704.99
36	829252.12	1831562.14
37	829301.81	1831443.30
38	829394.08	1831491.24
39	829401.15	1831515.26
40	829293.51	1831775.22

CONSERVATION EASEMENT CORNER TABLE		
Point #	Northing	Easting
41	829288.27	1831787.89
42	829318.57	1831854.69
43	829336.83	1832165.11
44	829493.75	1832399.31
45	829447.56	1832496.32
46	829174.12	1832444.28
47	829095.73	1832758.06
48	828953.96	1832954.53
49	828944.59	1832963.72



50' RIPARIAN BUFFER SECTION

BK: P 217
PG: 146-147
RECORDED:
04-01-2025
11:10:42 AM
BY: MARY BROWN
DEPUTY-GS



2025014111
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$42.00

THIS SURVEY DOES NOT REPRESENT A COMPLETE BOUNDARY SURVEY OF ANY TRACT SHOWN HEREON AND IS ONLY INTENDED TO ILLUSTRATE THE LIMITS OF A CONSERVATION EASEMENT

FINAL PLAT, CONSERVATION EASEMENT FOR NORTH CAROLINA DIVISION OF MITIGATION SERVICES
PROJECT NAME: BIG ALAMANCE
SPO FILE NUMBER
DMS SITE NUMBER #100655

OWNERS
WENDELL CLAPP
BRUCE CLAPP AND CLAPP FAMILY TRUST
JAMES AND PEGGY GREESON

ROCK CREEKTOWNSHIP, GUILFORD COUNTY, NC

NC FIRM LICENSE NO: C-4288 NC PLS NO: L-5008

Ascension Land Surveying
Professional Land Surveying & Consulting
116 Williams Road, Mocksville, NC 27028
Phone: (704) 579-7197
Email: surveyor.chris007@gmail.com

PROJECT: 23-10-63

MAP SET 2 OF 2 SCALE: N/A DATE: 3/11/2025