Heron Falls

Caldwell County

Project ID #100679

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.

NORTH CAROLINA
Department of Environmental Quality

BK 2135 PG 1426 - 1443 (18)
This document presented and filed:
05/22/2025 12:24:03 PM

Fee $38.00 Excise Tax: $1,616.00

10107024

Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

Arrowhead law //

STATE OF NORTH CAROLINA

CALDWELL COUNTY

Excise Tax: $1,616.00

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

SPO File Number: 14-LA-87
DMS Site ID Number: 100679
DMS Project Name: Heron Falls

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

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this 22 day of MAY, 2025, by HART'S PLACE, LLC, a North Carolina limited liability company, ("**Grantor**"), whose mailing address is 1275 Hart's Place, Lenoir, NC 28645, to the STATE OF NORTH CAROLINA, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly 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 Restoration Systems, LLC, a North Carolina limited liability company, 1101 Hayes Street, Suite 211, Raleigh, NC 27604 and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 707025112-01; and

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 Little River Township, Caldwell County, North Carolina (the "**Property**"), and being more

particularly described, collectively, as (i) that certain parcel of land containing 149.02 acres, more or less, and being a portion of the property conveyed to Grantor by deed recorded in Book 1784, Page 1294, Caldwell County Registry, and (ii) that certain parcel of land containing 75.69 acres, more or less, and being a portion of the property conveyed to Grantor by deed recorded in Book 1784, Page 1294, Caldwell County Registry; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of the Upper Little River, Catawba River Basin, Hydrologic Unit Code 03050101.

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

The Conservation Easement Area consists of the following:

BEING that certain area of land containing a combined total of 35.13 acres, more or less, consisting of the six (6) areas or tracts of real property as shown and depicted as

(i) "CONSERVATION EASEMENT AREA 1" (5.05 acres +/-),
(ii) "CONSERVATION EASEMENT AREA 2" (6.94 acres +/-),
(iii) "CONSERVATION EASEMENT AREA 3" (4.92 acres +/-),
(iv) "CONSERVATION EASEMENT AREA 4" (2.30 acres +/-),
(v) "CONSERVATION EASEMENT AREA 5" (4.01 acres +/-), and
(vi) "CONSERVATION EASEMENT AREA 6" (11.91 acres +/-)

on that plat of survey entitled "CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES OVER A PORTION OF THE LANDS OF HART'S PLACE, LLC PER D.B. 1784, PG. 1294 (PORTION OF PIN NO'S 2870215087 & 2779181973), DMS SITE ID NUMBER 100679, SPO FILE NUMBER 14-LA-87, HERON FALLS", dated MAY 12, 2025, prepared by John A. Rudolph, NC PLS License No. L-4194 of K2 Design Group, Firm License No. C-2111, and being recorded in the Office of the Register of Deeds of Craven County, North Carolina in Plat Book or Cabinet _____
41, Page 108-110, which plat is hereby incorporated by reference (the "**Conservation Easement Plat**") and being more particularly described as follows:

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

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic

habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

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 the locations more particularly described on **Exhibit B**, attached hereto and incorporated herein by this reference, to access the Conservation Easement Area for the purposes set forth herein (collectively, the "**Access Easement**"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

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

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

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

property shall not alter vegetation, hydrology or topography of the site.

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

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

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

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

H. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement.

All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

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

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

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

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

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

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

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

P. Internal Crossing; Maintenance Area. Notwithstanding the foregoing restrictions, Grantor reserves for Grantor, its successors, and assigns the following enumerated rights (the "**Internal Rights**") in, on, upon, through and under those two (2) certain areas and portions of the Conservation Easement Area depicted and labeled on the Conservation Easement Plat as (i) "Maintenance Area, Width Varies", and (ii) "30' Wide Internal Crossing". The Internal Rights hereby reserved include, respectively as to each area, the following:

(i) Maintenance Area:
   a. Motorized vehicle use and access;
   b. Installation, maintenance, or replacement of utilities, including overhead or buried electrical, water and sewer lines.

(ii) 30' Wide Internal Crossing:
   a. Motorized vehicle crossing and access;
   b. Installation, maintenance, or replacement of utilities, including overhead or buried electrical, water and sewer lines;
   c. Livestock crossing, so long as adequate gates and/or fencing are maintained to effectively prevent livestock from accessing all other portions of the Conservation Easement Area at all times other than during moving livestock, under supervision, through the 30' Wide Internal Crossing;
   d. Installation, maintenance, or replacement of culvert or ford crossings.

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

IV. GRANTEE RESERVED USES

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

resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

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

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

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

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

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from

this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

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

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

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

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

and

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

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

VII. QUIET ENJOYMENT

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

of the Conservation Easement Area,

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

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

[*SIGNATURES APPEAR ON FOLLOWING PAGE*]

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

HART'S PLACE, LLC,
a North Carolina limited liability company

By: _____ (SEAL)
Name: Timothy L. Hart
Title: authorized signatory

STATE OF NORTH CAROLINA
COUNTY OF CARDWELL

I, a Notary Public of the State and County aforesaid, do hereby certify that Timothy L. Hart personally appeared before me this day and acknowledged that he/she is the Authorized Signatory of Hart's Place, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of the Grantor, he/she signed the foregoing instrument in its name, on its behalf and as its act and deed for the purposes stated herein.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 22 day of MAY, 2025.

W Judson Smith
Notary Public
Wake County
North Carolina
My Commission Expires 11/11/2025

_____
Signature of Notary Public
W. JUDSON SMITH
Printed Name of Notary Public
My commission expires: 11/11/2025

EXHIBIT A

DESCRIPTION OF THE CONSERVATION EASEMENT AREA

BEING that certain area of land containing a combined total of 35.13 acres, more or less, consisting of the six (6) areas or tracts of real property as shown and depicted as

(i) "CONSERVATION EASEMENT AREA 1" (5.05 acres +/-),
(ii) "CONSERVATION EASEMENT AREA 2" (6.94 acres +/-),
(iii) "CONSERVATION EASEMENT AREA 3" (4.92 acres +/-),
(iv) "CONSERVATION EASEMENT AREA 4" (2.30 acres +/-),
(v) "CONSERVATION EASEMENT AREA 5" (4.01 acres +/-), and
(vi) "CONSERVATION EASEMENT AREA 6" (11.91 acres +/-)

on that plat of survey entitled "CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES OVER A PORTION OF THE LANDS OF HART'S PLACE, LLC PER D.B. 1784, PG. 1294 (PORTION OF PIN NO'S 2870215087 & 2779181973), DMS SITE ID NUMBER 100679, SPO FILE NUMBER 14-LA-87, HERON FALLS", dated MAY 12, 2025, prepared by John A. Rudolph, NC PLS License No. L-4194 of K2 Design Group, Firm License No. C-2111, and being recorded in the Office of the Register of Deeds of Caldwell County, North Carolina in Plat Book or Cabinet 41, Page 108-110, which plat is hereby incorporated by reference (the "**Conservation Easement Plat**") and being more particularly described as follows:

Conservation Easement Area 1

All of the Conservation Easement Area 1 of the Heron Falls Site over a portion of the lands of Hart's Place, LLC (D.B. 1784, PG. 1294, PIN: 2779181973) lying and being situated in Little River Township, Caldwell County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 2 and being an Eastern corner of the Conservation Easement Area 1 and being located South 50°37'07" West 50.57 feet from an iron stake (Point No. 2) with N.C. Grid Coordinates N=798,638.1669' E=1,271,544.3462' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 2), S 36°46'31" W a distance of 84.10' to an iron stake;
thence S 00°47'48" W a distance of 216.46' to an iron stake;
thence S 09°14'32" E a distance of 80.56' to an iron stake;
thence S 17°41'23" E a distance of 30.97' to an iron stake;
thence S 58°05'47" W a distance of 65.68' to an iron stake;
thence S 79°27'55" W a distance of 38.07' to an iron stake;
thence S 77°40'48" W a distance of 76.39' to an iron stake;
thence S 76°03'20" W a distance of 29.62' to an iron stake;
thence N 03°54'37" W a distance of 58.94' to an iron stake;
thence N 00°12'57" E a distance of 149.07' to an iron stake;
thence N 00°12'57" E a distance of 149.07' to an iron stake;
thence S 84°20'32" E a distance of 32.37' to an iron stake;

thence N 13°19'15" E a distance of 141.66' to an iron stake;
thence N 01°43'52" E a distance of 247.48' to an iron stake;
thence N 09°40'53" W a distance of 244.73' to an iron stake;
thence N 16°35'42" E a distance of 124.80' to an iron stake;
thence N 19°49'45" W a distance of 44.44' to an iron stake;
thence N 29°36'40" E a distance of 202.64' to an iron stake;
thence S 64°06'23" E a distance of 90.47' to an iron stake;
thence S 55°36'29" E a distance of 123.45' to an iron stake;
thence S 30°34'32" W a distance of 261.87' to an iron stake;
thence S 03°06'47" E a distance of 525.96' to an iron stake;
which is the Point of Beginning (Point No.2), having an area of 5.05 acres.

Conservation Easement Area 2

All of the Conservation Easement Area 2 of the Heron Falls Site over a portion of the lands of Hart's Place, LLC (D.B. 1784, PG. 1294, PIN: 2779181973) lying and being situated in Little River Township, Caldwell County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 24 and being the Southernmost corner of the Conservation Easement Area 2 and being located North 20°28'43" West 718.79 feet from an iron stake (Point No. 2) with N.C. Grid Coordinates N=798,638.1669' E=1,271,544.3462' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 24), N 51°17'55" W a distance of 102.08' to an iron stake;
thence N 38°42'04" E a distance of 107.61' to an iron stake;
thence N 06°09'40" W a distance of 268.63' to an iron stake;
thence N 40°06'35" W a distance of 56.07' to an iron stake;
thence N 70°27'22" W a distance of 218.98' to an iron stake;
thence N 25°47'48" W a distance of 354.44' to an iron stake;
thence N 36°34'31" E a distance of 110.31' to an iron stake;
thence S 81°15'12" E a distance of 108.05' to an iron stake;
thence S 23°03'24" E a distance of 305.57' to an iron stake;
thence N 89°49'38" E a distance of 44.13' to an iron stake;
thence N 04°24'01" E a distance of 198.75' to an iron stake;
thence N 09°30'03" W a distance of 520.40' to an iron stake;
thence N 46°16'39" E a distance of 98.10' to an iron stake;
thence S 69°23'15" E a distance of 93.97' to an iron stake;
thence S 13°37'08" E a distance of 313.40' to an iron stake;
thence S 03°02'47" E a distance of 894.25' to an iron stake;
thence S 29°36'40" W a distance of 218.36' to an iron stake;
which is the Point of Beginning (Point No.24), having an area of 6.94 acres.

Conservation Easement Area 3

All of the Conservation Easement Area 3 of the Heron Falls Site over a portion of the lands of Hart's Place, LLC (D.B. 1784, PG. 1294, PIN: 2779181973) lying and being situated in Little River Township, Caldwell County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 41 and being the Southernmost corner of the Conservation Easement Area 3 and being located North 08°51'54" East 753.53 feet from an iron stake (Point No. 2) with N.C. Grid Coordinates N=798,638.1669' E=1,271,544.3462' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 41), N 55°36'29" W a distance of 130.58' to an iron stake;
thence N 26°57'49" E a distance of 277.95' to an iron stake;
thence N 09°49'46" E a distance of 322.47' to an iron stake;
thence N 24°26'48" E a distance of 66.33' to an iron stake;
thence S 15°23'24" E a distance of 49.68' to an iron stake;
thence S 63°18'35" E a distance of 298.24' to an iron stake;
thence N 75°32'42" E a distance of 240.66' to an iron stake;
thence S 83°32'46" E a distance of 41.45' to an iron stake;
thence S 66°14'55" E a distance of 384.90' to an iron stake;
thence S 24°05'54" E a distance of 103.29' to an iron stake;
thence S 17°53'41" W a distance of 29.81' to an iron stake;
thence S 66°08'48" W a distance of 71.71' to an iron stake;
thence N 66°42'00" W a distance of 419.62' to an iron stake;
thence N 83°27'23" W a distance of 279.87' to an iron stake;
thence S 61°36'51" W a distance of 116.23' to an iron stake;
thence S 17°24'14" W a distance of 307.41' to an iron stake;
thence N 79°06'30" W a distance of 21.31' to an iron stake;
thence S 38°39'03" W a distance of 153.38' to an iron stake;
which is the Point of Beginning (Point No. 41), having an area of 4.92 acres.

Conservation Easement Area 4

All of the Conservation Easement Area 4 of the Heron Falls Site over a portion of the lands of Hart's Place, LLC (D.B. 1784, PG. 1294, PIN: 2870215087) lying and being situated in Little River Township, Caldwell County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 44B and being a Southwestern corner of the Conservation Easement Area 4 and being located North 08°32,29" East 1460.34 feet from an iron stake (Point No. 2) with N.C. Grid Coordinates N=798,638.1669' E=1,271,544.3462' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 44B), N 24°26'48" E a distance of 77.94' to an iron stake;
thence N 14°46'16" E a distance of 186.02' to an iron stake;
thence N 21°18'01" E a distance of 129.04' to an iron stake;
thence N 16°58'19" W a distance of 23.27' to an iron stake;
thence N 66°10'51" E a distance of 163.31' to an iron stake;
thence S 22°26'48" E a distance of 82.87' to an iron stake;
thence S 01°26'52" W a distance of 115.50' to an iron stake;
thence S 66°27'09" W a distance of 95.69' to an iron stake;
thence S 15°22'18" W a distance of 216.78' to an iron stake;
thence S 25°15'37" E a distance of 118.02' to an iron stake;
thence S 83°32'46" E a distance of 311.60' to an iron stake;

thence S 75°32'42" W a distance of 240.66' to an iron stake;
thence N 63°18'35" W a distance of 298.24' to an iron stake;
thence N 15°23'24" W a distance of 49.68' to an iron stake;
which is the Point of Beginning (Point No. 44B), having an area of 2.30 acres.

Conservation Easement Area 5

All of the Conservation Easement Area 5 of the Heron Falls Site over a portion of the lands of Hart's Place, LLC (D.B. 1784, PG. 1294, PIN: 2870215087) lying and being situated in Little River Township, Caldwell County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 65 and being a Southwestern corner of the Conservation Easement Area 5 and being located North 10°13,15" East 1912.74 feet from an iron stake (Point No. 2) with N.C. Grid Coordinates N=798,638.1669'
E=1,271,544.3462' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 65), N 22°30'41" W a distance of 204.42' to an iron stake;
thence N 43°16'33" W a distance of 139.29' to an iron stake;
thence N 10°55'39" W a distance of 281.63' to an iron stake;
thence N 42°01'01" W a distance of 239.76' to an iron stake;
thence N 73°15'15" W a distance of 162.22' to an iron stake;
thence N 20°51'07" E a distance of 168.28' to an iron stake;
thence S 70°56'21" E a distance of 249.45' to an iron stake;
thence S 35°54'35" E a distance of 277.45' to an iron stake;
thence S 05°57'26" E a distance of 291.54' to an iron stake;
thence S 49°36'38" E a distance of 244.35' to an iron stake;
thence S 06°49'34" E a distance of 130.33' to an iron stake;
thence S 66°10'51" W a distance of 161.01' to an iron stake;
which is the Point of Beginning (Point No. 65), having an area of 4.01 acres.

Conservation Easement Area 6

All of the Conservation Easement Area 6 of the Heron Falls Site over a portion of the lands of Hart's Place, LLC (D.B. 1784, PG. 1294, PIN: 2870215087) lying and being situated in Little River Township, Caldwell County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 77 and being a Southwestern corner of the Conservation Easement Area 6 and being located North 16°58'24" East 1910.53 feet from an iron stake (Point No. 2) with N.C. Grid Coordinates N=798,638.1669'
E=1,271,544.3462' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 77), S 89°42'00" E a distance of 45.33' to an iron stake;
thence N 23°26'05" E a distance of 112.05' to an iron stake;
thence N 41°13'56" E a distance of 172.76' to an iron stake;
thence N 19°14'18" E a distance of 30.01' to an iron stake;
thence N 02°53'45" E a distance of 289.59' to an iron stake;
thence N 31°18'19" W a distance of 234.31' to an iron stake;

thence N 04°47'40" W a distance of 411.68' to an iron stake;
thence S 88°19'00" E a distance of 304.74' to an iron stake;
thence S 88°19'00" E a distance of 215.13' to an iron stake;
thence S 00°56'15" E a distance of 39.83' to an iron stake;
thence S 18°24'08" W a distance of 418.16' to an iron stake;
thence N 74°38'08" E a distance of 187.72' to an iron stake;
thence S 57°33'00" E a distance of 58.30' to an iron stake;
thence S 06°33'53" E a distance of 58.53' to an iron stake;
thence S 42°21'09" W a distance of 98.68' to an iron stake;
thence S 73°58'53" W a distance of 223.97' to an iron stake;
thence S 50°03'44" W a distance of 98.97' to an iron stake;
thence S 12°44'20" W a distance of 94.54' to an iron stake;
thence S 00°20'02" E a distance of 96.58' to an iron stake;
thence N 70°16'21" E a distance of 102.09' to an iron stake;
thence N 76°29'31" E a distance of 44.84' to an iron stake;
thence N 54°54'25" E a distance of 211.14' to an iron stake;
thence S 84°48'27" E a distance of 282.56' to an iron stake;
thence N 70°28'38" E a distance of 212.72' to an iron stake;
thence S 51°37'47" E a distance of 91.78' to an iron stake;
thence S 22°53'26" W a distance of 190.81' to an iron stake;
thence S 67°15'41" W a distance of 88.23' to an iron stake;
thence N 77°17'31" W a distance of 330.58' to an iron stake;
thence S 62°11'36" W a distance of 318.74' to an iron stake;
thence S 88°03'29" W a distance of 166.28' to an iron stake;
thence S 21°46'38" W a distance of 254.59' to an iron stake;
thence S 60°27'40" W a distance of 119.73' to an iron stake;
thence N 70°31'25" W a distance of 68.00' to an iron stake;
thence N 01°26'52" E a distance of 127.55' to an iron stake;
which is the Point of Beginning (Point No. 77), having an area of 11.91 acres.

EXHIBIT B

DESCRIPTION OF THE ACCESS EASEMENT

BEING, collectively, that certain area of land containing consisting of the four (4) areas or tracts of real property being as depicted and labeled as:

(i) "ACCESS EASEMENT 1 EXTERNAL 40' CROSSING",
(ii) "ACCESS EASEMENT 2 EXTERNAL 50' CROSSING",
(iii) "ACCESS EASEMENT 3 EXTERNAL 40' CROSSING", and
(iv) "ACCESS EASEMENT 4 EXTERNAL 40' CROSSING"

on the Conservation Easement Plat (defined above in **Exhibit A** and being recorded in the Office of the Register of Deeds of Caldwell County, North Carolina in Plat Book or Cabinet _____ 41, Page 108-110, which plat is hereby incorporated by reference and being more particularly described as follows:

Access Easement 1 External 40 ft. Crossing

All of Access Easement 1 of the Heron Falls Site over a portion of the lands of Hart's Place, LLC (D.B. 1784, PG. 1294, PIN: 2779181973) lying and being situated in Little River Township, Caldwell County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 19 and being located North 18°29'03" West 687.06 feet from an iron stake (Point No. 1) with N.C. Grid Coordinates
N=798,638.1669'
E=1,271,544.3462' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 19), N 57°07'22" W a distance of 40.07' to an iron stake; POINT NO. 24
thence N 29°36'40" E a distance of 218.36' to an iron stake; POINT NO. 40
thence S 36°09'37" E a distance of 43.86' to an iron stake; POINT NO. 20
thence S 29°36'40" W a distance of 202.64' to an iron stake; POINT NO. 19, THE POINT OF BEGINNING.

Access Easement 2 External 50 ft. Crossing

All of Access Easement 2 of the Heron Falls Site over a portion of the lands of Hart's Place, LLC (D.B. 1784, PG. 1294, PIN: 2779181973) lying and being situated in Little River Township, Caldwell County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 22 and being located North 05°12'46" East 721.54 feet from an iron stake (Point No. 1) with N.C. Grid Coordinates
N=798,638.1669'
E=1,271,544.3462' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 22), N 55°36'29" W a distance of 123.45' to an iron stake; POINT NO. 21
thence N 56°07'03" E a distance of 53.82' to an iron stake; POINT NO. 42
thence S 55°36'29" E a distance of 130.58' to an iron stake; POINT NO. 41
thence S 62°48'36" W a distance of 56.85' to an iron stake; POINT NO. 22, THE POINT OF BEGINNING.

Access Easement 3 External 40 ft. Crossing

All of Access Easement 3 of the Heron Falls Site over a portion of the lands of Hart's Place, LLC (D.B. 1784, PG. 1294, PIN: 2870215087) lying and being situated in Little River Township, Caldwell County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 51 and being located North 16°44'30" East 1787.11 feet from an iron stake (Point No. 1) with N.C. Grid Coordinates
N=798,638.1669'
E=1,271,544.3462' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 51), N 01°26'52" E a distance of 115.50' to an iron stake; POINT NO. 50
thence N 89°18'23" E a distance of 40.03' to an iron stake; POINT NO. 77
thence S 01°26'52" W a distance of 127.55' to an iron stake; POINT NO. 110
thence N 73°45'44" W a distance of 41.37" to an iron stake; POINT NO. 51, THE POINT OF BEGINNING.

Access Easement 4 External 40 ft. Crossing

All of Access Easement 4 of the Heron Falls Site over a portion of the lands of Hart's Place, LLC (D.B. 1784, PG. 1294, PIN: 2870215087) lying and being situated in Little River Township, Caldwell County, North Carolina and particularly described as follows (all distances are ground distances unless otherwise noted):

Beginning at an iron stake (Point of Beginning) labeled as Point No. 48 and being located North 10°22'58" East 1868.04 feet from an iron stake (Point No. 1) with N.C. Grid Coordinates
N=798,638.1669'
E=1,271,544.3462' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 48), N 03°29' 21" E a distance of 45.02' to an iron stake; POINT NO. 65
thence N 66°10'51" E a distance of 161.01' to an iron stake; POINT NO. 76
thence S 00°49'03" W a distance of 44.01' to an iron stake; POINT NO. 49
thence S 66°10'51" W a distance of 163.31" to an iron stake; POINT NO. 48, THE POINT OF BEGINNING.

LEGEND:

ISS - IRON STAKE SET
ECM - EXISTING CONCRETE MARKER
EIP - EXISTING IRON PIPE
EN - EXISTING NAIL
MNS - MAG NAIL SET
EIS - EXISTING IRON STAKE
EPP - EXISTING PUMP PIPE
EIB - EXISTING IRON BAR
EFI - EXISTING FLAT IRON
PPS - PUMP PIPE SET
NMC - NON-MONUMENTED CORNER
R/W - RIGHT OF WAY
EOP - EDGE OF PAVEMENT
EFP - EXISTING FENCE POST
CL - CENTERLINE
UP - UTILITY POLE
P.B. - PLAT BOOK
D.B. - DEED BOOK
PG. - PAGE
CMP - CORRUGATED METAL PIPE
CPP - CORRUGATED PLASTIC PIPE
RCP - REINFORCED CORRUGATED PIPE
MW - MONITORING WELL
SG - STREAM GAUGE
O NON-MONUMENTED CORNER
● 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. (SEE GENERAL NOTE No. 5)
CONSERVATION EASEMENT LINE
TIE DOWN LINE
RIGHT OF WAY LINE OR ADJOINER LINE
E UTILITY LINE
EXTERNAL OR INTERNAL CROSSING

BK 41 PG 108 - 108 (1)

This document presented and filed:
05/22/2025 12:24:00 PM

Fee $21.00

10107021

Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

Filed for registration at_____ M._____ , 2025 in the Register of Deeds

Office. Recorded in P.B. _____ , PG_____.

_____ _____
Register of Deeds By

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, Micah Kelly , Review Officer of Caldwell County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

5/22/25 Micah Kelly
Date Review Officer

SURVEYORS CERTIFICATION(S)

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

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

I, JOHN A. RUDOLPH, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book SEE , Page REFS , etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book____, page____; that the ratio of precision or positional accuracy as calculated is 1/10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 12th day of May, A.D., 2025.

SEAL OR STAMP

NORTH CAROLINA PROFESSIONAL SEAL L-4194 LAND SURVEYOR JOHN ASHLEY RUDOLPH

Professional Land Surveyor L-4194 License Number

CORNER #	DESCRIPTION
1	No. 5 REBAR FLUSH WITH GRADE INSCRIBED WITH "K2 DESIGN CONTROL POINT" SUITABLE FOR GNSS OBSERVATION
2 THRU 110	5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. (SEE GENERAL NOTE No. 5)
111	No. 4 REBAR 0.8' ABOVE GRADE
112	1.0" O.D. IRON PIPE, LEANING 1.2' ABOVE GRADE
113	0.5" SQUARE ROD 0.6' ABOVE GRADE
114	PK NAIL FLUSH WITH GRADE
115 & 116	1.0" O.D. IRON PIPE 0.2' BELOW GRADE
117	1.0" O.D. IRON PIPE 0.1' BELOW GRADE
118	No. 4 REBAR 0.9' ABOVE GRADE
119	No. 4 REBAR 0.2' BELOW GRADE
120 THRU 122	No. 5 REBAR FLUSH WITH GRADE
123	1" x 6" FLAT IRON, BENT, 2.2' ABOVE GRADE PAINTED RED
124	2.0" O.D. IRON PIPE, 1.5' ABOVE GRADE, PAINTED RED
125	1.0" O.D. IRON PIPE, BENT 0.3' ABOVE GRADE
126	1.5" O.D. IRON PIPE, BROKEN 0.2' ABOVE GRADE
127	1.0" O.D. IRON PIPE 0.5' ABOVE GRADE
128	No. 5 REBAR FLUSH WITH GRADE
129 AND 130	5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. (SEE GENERAL NOTE No. 5)
131 AND 132	No. 5 REBAR FLUSH WITH GRADE

GENERAL NOTES:

1) NO HORIZONTAL CONTROL EXISTS WITHIN 2000 FEET.
2) NOTE: NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON (SEE REFERENCES). THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
3) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
4) COORDINATES SHOWN ARE BASED ON LOCALIZED GROUND DISTANCES OTHER THAN ISS 1 SEE DATUM DESCRIPTION.
5) THE SURVEYOR SET 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. SURVEY CAPS MEET DMS SPECIFICATIONS (BERNTSEN R9D5325, IMPRINTED WITH NC STATE LOGO # B9087 OR EQUIVALENT). AFTER INSTALLATION, CAPS SHALL BE STAMPED WITH THE CORRESPONDING NUMBER FROM THE TABLE OF COORDINATES ON THE SURVEY.
6) ALL FENCES LOCATED IN THE CONSERVATION EASEMENTS WILL BE REMOVED (NOT SHOWN FOR CLARITY).

FEMA FLOOD STATEMENT:

THE PORTION OF THE AREA IS REPRESENTED BY THIS PLAT IS LOCATED IN A FLOOD HAZARD BOUNDARY ACCORDING TO FEMA MAP NUMBER(S) 3710277900J, ZONE(S), AE, DATED: JULY 07, 2009.

CERTIFICATE OF OWNERSHIP (PIN'S: 2870215087 & 2779181973):

I (We) hereby certify that I am (we are) the owner(s) of the property (acquired by deed recorded in D.B. 1784, PG. 1294), shown and described hereon which is located in the subdivision jurisdiction of Calwell County and that I (we) hereby adopt this plan of Conservation Easement with my (our) free consent, as noted on this plat.

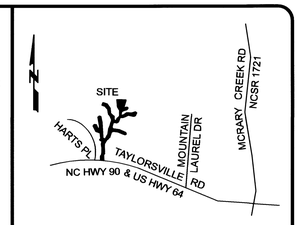
5/22/25
Date Hart's Place, LLC Representative

DEED REFERENCE(S):

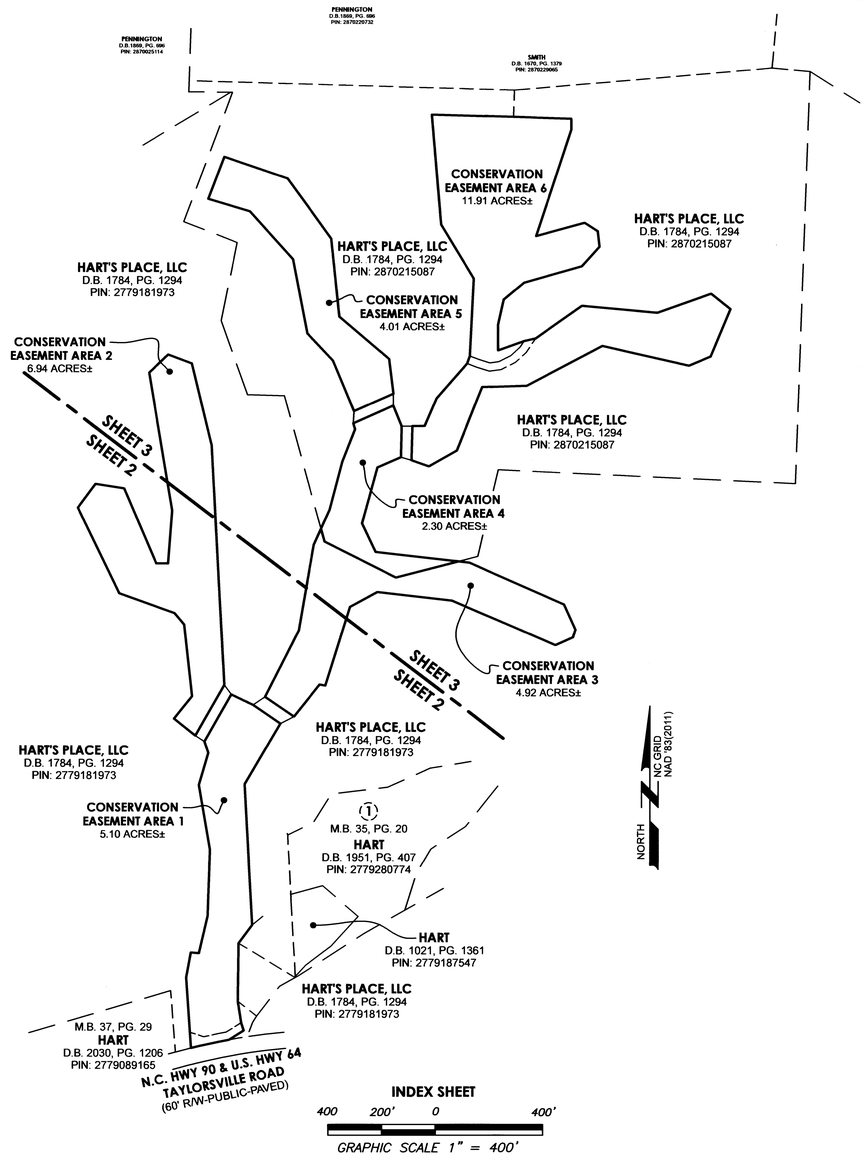
BEING A PORTION OF THE PROPERTY RECORDED IN D.B. 1784, PG. 1294 OF THE CALDWELL COUNTY REGISTER OF DEEDS.

MAP REFERENCE(S):

P.B. 19, PG. 221
P.B. 37, PG. 29
P.B. 35, PG. 20
P.B. 9, PG. 81
P.B 37, PG. 38
P.B. 27, PG. 311
P.B. 7, PG. 28
P.B 6, PG. 61
P.B. 9, PG. 31-32
P.B. 19, PG. 57
P.B. 33, PG. 38
P.B. 19, PG. 497



VICINITY MAP (NTS)



LINE DATA ALONG CONSERVATION EASEMENT AREA 1

LINE	BEARING	DISTANCE
L1	S36°46'31"W	84.10'
L2	S00°47'48"W	216.46'
L3	S09°14'32"E	80.56'
L4	S17°41'23"E	30.97'
L5	S58°05'47"W	65.68'
L6	S79°27'55"W	38.07'
L7	S77°40'48"W	76.39'
L8	S76°03'20"W	29.62'
L9	N03°54'37"W	58.94'
L10	N00°12'57"E	149.07
L11	N00°12'57"E	149.07
L12	S84°20'32"E	32.37'
L13	N19°49'45"W	44.44'
L14	N29°36'40"E	202.64'
L15	S64°06'23"E	90.47'
L16	S55°36'29"E	123.45'

LINE DATA ALONG CONSERVATION EASEMENT AREA 2

LINE	BEARING	DISTANCE
L17	N51°17'55"W	102.08'
L18	N38°42'04"E	107.61'
L19	S29°36'40"W	218.36'

LINE DATA ALONG CONSERVATION EASEMENT AREA 3

LINE	BEARING	DISTANCE
L20	N55°36'29"W	130.58'

LINE DATA ALONG CONSERVATION EASEMENT AREA 4

LINE	BEARING	DISTANCE
L21	N16°58'19"W	23.27'
L22	N66°10'51"E	163.31'
L23	S22°26'48"E	82.87'
L24	S01°26'52"W	115.50'
L25	S66°27'09"W	95.69'

LINE DATA ALONG CONSERVATION EASEMENT AREA 5

LINE	BEARING	DISTANCE
L26	S66°10'51"W	161.01'

LINE DATA ALONG CONSERVATION EASEMENT AREA 6

LINE	BEARING	DISTANCE
L27	S89°42'00"E	45.33'
L28	N23°26'05"E	112.05'
L29	N41°13'56"E	172.76'
L30	N19°14'18"E	30.01'
L31	S50°03'44"W	98.97'
L32	S12°44'20"W	94.54'
L33	S00°20'02"E	96.58'
L34	N70°16'21"E	102.09'
L35	N76°29'31"E	44.84'
L36	N70°31'25"W	68.00'
L37	N01°26'52"E	127.55'

LINE DATA ALONG TIE DOWN LINES

LINE	BEARING	DISTANCE
L38	N21°03'22"E	37.46'
L39	N32°08'58"E	27.74'
L40	N51°59'58"W	89.36'
L41	N75°18'54"E	60.24'
L42	N71°40'11"W	53.88'
L43	S77°40'48"W	51.50'
L44	S79°27'55"W	32.88'
L45	S58°04'55"W	67.62'
L46	S50°37'07"W	50.57'
L47	N57°07'22"W	40.07'
L48	N36°09'37"W	43.86'
L49	N56°07'03"E	53.82'
L50	N62°48'36"E	56.85'
L51	N03°29'21"E	45.02'
L52	N00°49'03"E	44.01'
L53	S73°45'44"E	41.37'
L54	N89°18'23"E	40.03'
L55	S69°03'32"E	36.22'
L56	N73°03'45"W	42.95'
L57	S82°01'33"W	32.50'
L58	S63°21'57"W	51.20'
L59	S47°10'13"W	45.62'
L60	S34°29'48"W	27.13'
L61	N34°29'48"E	63.79'
L62	N47°10'13"E	53.42'
L63	N63°21'57"E	60.40'
L64	N82°01'34"E	44.05'
L65	S73°03'45"E	50.63'
L66	S69°03'32"E	36.38'

CONSERVATION EASEMENT ACREAGE DATA:

CONSERVATION EASEMENT AREA 1	HART'S PLACE, LLC D.B. 1784 PG. 1294, PIN: 2779181973	5.05 ACRES±
CONSERVATION EASEMENT AREA 2	HART PLACE, LLC D.B. 1784 PG. 1294, PIN: 2779181973	6.94 ACRES±
CONSERVATION EASEMENT AREA 3	HART'S PLACE, LLC D.B. 1784 PG. 1294, PIN's: 2779181973 & 2870215087	4.92 ACRES±
CONSERVATION EASEMENT AREA 4	HART'S PLACE, LLC D.B. 1784 PG. 1294, PIN's: 2779181973 & 2870215087	2.30 ACRES±
CONSERVATION EASEMENT AREA 5	HART'S PLACE, LLC D.B. 1784 PG. 1294, PIN: 2870215087	4.01 ACRES±
CONSERVATION EASEMENT AREA 6	HART'S PLACE, LLC D.B. 1784 PG. 1294, PIN: 2870215087	11.91 ACRES±
TOTAL CONSERVATION EASEMENT EXCLUDING ALL ACCESS EASEMENTS AND EXCLUDING ROAD R/W'S BY COORDINATE COMPUTATION		35.13 ACRES±

DATUM DESCRIPTION

THE COORDINATE SYSTEM USED FOR THIS PLAT IS BASED ON NORTH CAROLINA STATE PLANE COORDINATES ESTABLISHED BY USING THE NORTH CAROLINA REAL TIME NETWORK (VRS).

ISS 1 NC GRID COORDINATES NAD 83 (2011)
N=798,638.1669'
E=1,271,544.3462'

THE AVERAGE COMBINED GRID FACTOR IS 0.99988592 (GROUND TO GRID) OR 1.00011408 (GRID TO GROUND). THE N.C. LAMBERT GRID BEARING AND GROUND DISTANCE FROM

ISS 1 TO ISS 2 IS S50°37'07"W 50.57 FEET.

ALL LINEAR DIMENSIONS ARE GROUND DISTANCES.

GEOID-2012B CONUS
GNSS RECEIVER - TOPCON HIPER HR WITH MINIMUM TIME OF 240 SECONDS COMPLETED DURING JULY 2024.

SHEET 1 OF 3

CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES OVER A PORTION OF THE LANDS OF HART'S PLACE, LLC PER D.B. 1784, PG. 1294 (PORTION OF PIN No's 2870215087 & 2779181973)
DMS SITE ID NUMBER 100679
SPO FILE NUMBER 14-LA-87
HERON FALLS

LITTLE RIVER TOWNSHIP CALDWELL COUNTY NORTH CAROLINA
(THE FIELD SURVEY TOOK PLACE DURING JULY & SEPTEMBER 2024)

DRAWN BY: FGR
DATE: 05/12/25
DWG. NO.: RSS651MR24
SURVEYED BY: J.A.R.

k2 design group
774 S. Beston Road
La Grange, NC 28551
252.582.3097
www.k2designgroup.com

FIRM LICENSE No C-2111 K.2 DESIGN GROUP, P.A. CORPORATE SEAL 2000 NORTH CAROLINA

RESTORATION SYSTEMS, LLC
1101 HAYNES STREET
SUITE 211
RALEIGH, NC 27604

BK 41 PG 109 - 109 (1)

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05/22/2025 12:24:01 PM

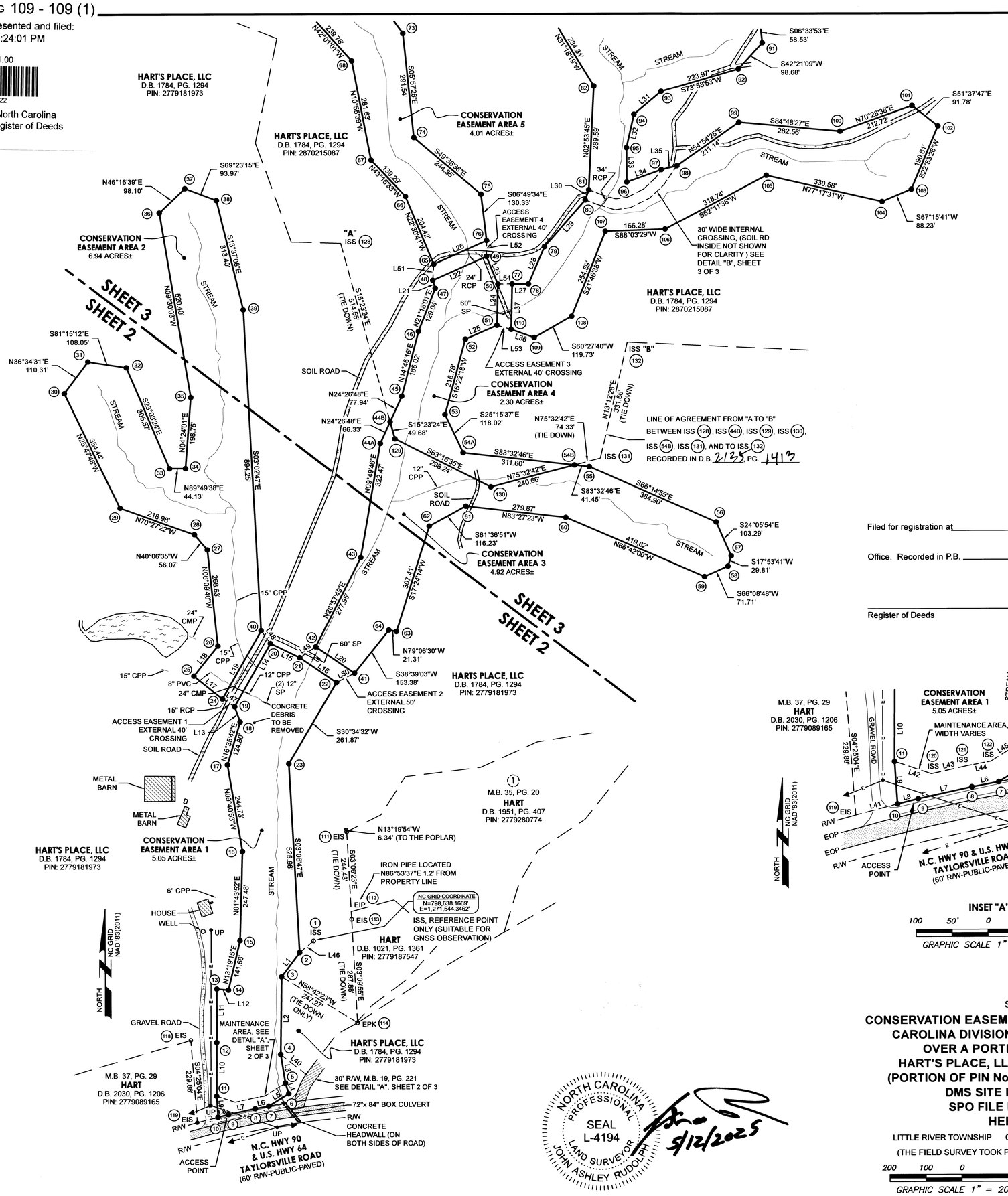
Fee $21.00

10107022

Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

LOCALIZED PROJECT COORDINATES ALONG CONSERVATION EASEMENTS

POINT	NORTHING	EASTING
2	798606.0800	1271505.2569
3	798538.7189	1271454.9097
4	798322.2837	1271451.9005
5	798242.7722	1271464.8388
6	798213.2701	1271474.2483
7	798178.5612	1271418.4938
8	798171.5998	1271381.0606
9	798155.3001	1271306.4291
10	798148.1611	1271277.6774
11	798206.9653	1271273.6579
12	798356.0350	1271274.2193
13	798505.1046	1271274.7808
14	798501.9134	1271306.9930
15	798639.7606	1271339.6319
16	798887.1251	1271347.1079
17	799128.3705	1271305.9513
18	799247.9739	1271341.5953
19	799289.7833	1271326.5188
20	799465.9585	1271426.6459
21	799426.4515	1271508.0299
22	799356.7197	1271609.9011
23	799131.2595	1271476.6947
24	799311.5323	1271292.8707
25	799375.3581	1271213.2071
26	799459.3393	1271280.4917
27	799726.4171	1271251.6617
28	799769.3035	1271215.5357
29	799842.5601	1271009.1683
30	800161.6762	1270854.9247
31	800250.2629	1270920.6559
32	800233.8329	1271027.4455
33	799952.6729	1271147.1189
34	799952.8060	1271191.2451
35	800150.9715	1271206.4939
36	800664.2318	1271120.5948
37	800732.0337	1271191.4893
38	800698.9506	1271279.4472
39	800394.3601	1271353.2419
40	799501.3727	1271400.7643
41	799382.6971	1271660.4695
42	799456.4575	1271552.7129
43	799704.1963	1271678.7437
44	800021.9309	1271733.7936
45	800153.2690	1271793.5002
46	800333.1373	1271840.9268
47	800453.3630	1271887.8018
48	800475.6231	1271881.0081
49	800541.5773	1272030.4117
50	800464.9893	1272062.0521
51	800349.5302	1272059.1343
52	800311.2994	1271971.4080
53	800102.2779	1271913.9447
54	799995.5462	1271964.3064
55	799955.8616	1272315.1166
56	799800.8357	1272667.4149
57	799706.5481	1272709.5887
58	799678.1831	1272700.4299
59	799649.1821	1272634.8413
60	799815.1585	1272249.4461
61	799847.0522	1271971.4028
62	799791.7952	1271869.1471
63	799498.4542	1271777.1970
64	799502.4816	1271756.2665
65	800520.5567	1271883.7478
66	800709.4032	1271805.4812
67	800810.8173	1271709.9937
68	801087.3383	1271656.6069
69	801265.4673	1271496.1229
70	801312.2072	1271340.7812
71	801469.4657	1271400.6815
72	801388.0029	1271636.4543
73	801163.2849	1271799.1806
74	800873.3173	1271829.4381
75	800714.9839	1272015.5491
76	800585.5786	1272031.0396
77	800465.4739	1272102.0771
78	800465.2366	1272147.4083
79	800568.0419	1272191.9704
80	800697.9675	1272305.8405
81	800726.3047	1272315.7298
82	801015.5291	1272330.3607
83	801215.7299	1272208.6113
84	801625.9695	1272174.2028
85	801617.0183	1272478.8093
86	801610.6993	1272693.8453
87	801570.8767	1272694.4971
88	801174.0995	1272562.4887
89	801223.8381	1272743.5005
90	801192.5557	1272792.6985
91	801134.4107	1272799.3899
92	801061.4866	1272732.9117
93	800999.6810	1272517.6340
94	800936.1482	1272441.7514
95	800843.9331	1272420.9039
96	800747.3591	1272421.4667
97	800781.8207	1272517.5689
98	800792.2941	1272561.1669
99	800913.6827	1272733.9297
100	800888.1113	1273015.3264
101	800959.1969	1273215.8125
102	800902.2235	1273287.7715
103	800726.4423	1273213.5527
104	800692.3387	1273132.1799
105	800765.0613	1272809.6985
106	800616.3737	1272527.7665
107	800610.7393	1272361.5845
108	800374.3169	1272267.1311
109	800315.2891	1272162.9645
110	800337.9619	1272098.8547
129	800034.4089	1271774.4288
130	799900.4485	1272040.8932



LEGEND:

ISS - IRON STAKE SET
ECM - EXISTING CONCRETE MARKER
EIP - EXISTING IRON PIPE
EN - EXISTING NAIL
MNS - MAG NAIL SET
EIS - EXISTING IRON STAKE
EPP - EXISTING PUMP PIPE
EIB - EXISTING IRON BAR
EFI - EXISTING FLAT IRON
PPS - PUMP PIPE SET
NMC - NON-MONUMENTED CORNER
R/W - RIGHT OF WAY
EOP - EDGE OF PAVEMENT
EFP - EXISTING FENCE POST
CL - CENTERLINE
UP - UTILITY POLE
P.B. - PLAT BOOK
D.B. - DEED BOOK
PG. - PAGE
CMP - CORRUGATED METAL PIPE
CPP - CORRUGATED PLASTIC PIPE
RCP - REINFORCED CORRUGATED PIPE
MW - MONITORING WELL
SG - STREAM GAUGE
○ NON-MONUMENTED CORNER
● 5/8" REBAR 30" IN LENGTH WITH 3-1/4" ALUMINUM CAPS ON ALL EASEMENT CORNERS. (SEE GENERAL NOTE No. 5)
CONSERVATION EASEMENT LINE
TIE DOWN LINE
RIGHT OF WAY LINE OR ADJOINER LINE
UTILITY LINE
EXTERNAL OR INTERNAL CROSSING

NOTES:

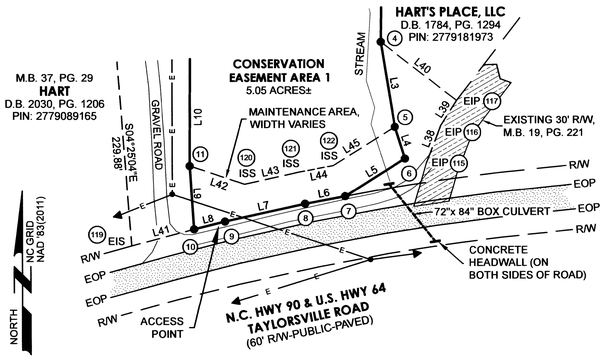
ALL SOIL ROADS SHOWN WITHIN CONSERVATION EASEMENTS ARE TO BE REMOVED/RELOCATED OR DECOMMISSIONED, EXCEPT FOR THE SOIL ROAD LOCATED WITHIN THE 30' WIDE INTERNAL CROSSING (SHEET 3, DETAIL B).

ALL FENCES LOCATED IN THE CONSERVATION EASEMENTS WILL BE REMOVED (NOT SHOWN FOR CLARITY).

Filed for registration at_____ M._____ , 2025 in the Register of Deeds

Office. Recorded in P.B. _____ , PG_____.

Register of Deeds _____ By _____



INSET "A"

100 50' 0 100'

GRAPHIC SCALE 1" = 100'

NORTH CAROLINA PROFESSIONAL SEAL L-4194 LAND SURVEYOR JOHN ASHLEY RUDOLPH

5/12/2025

SHEET 2 OF 3

CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES OVER A PORTION OF THE LANDS OF HART'S PLACE, LLC PER D.B. 1784, PG. 1294 (PORTION OF PIN No's 2870215087 & 2779181973)

DMS SITE ID NUMBER 100679

SPO FILE NUMBER 14-LA-87

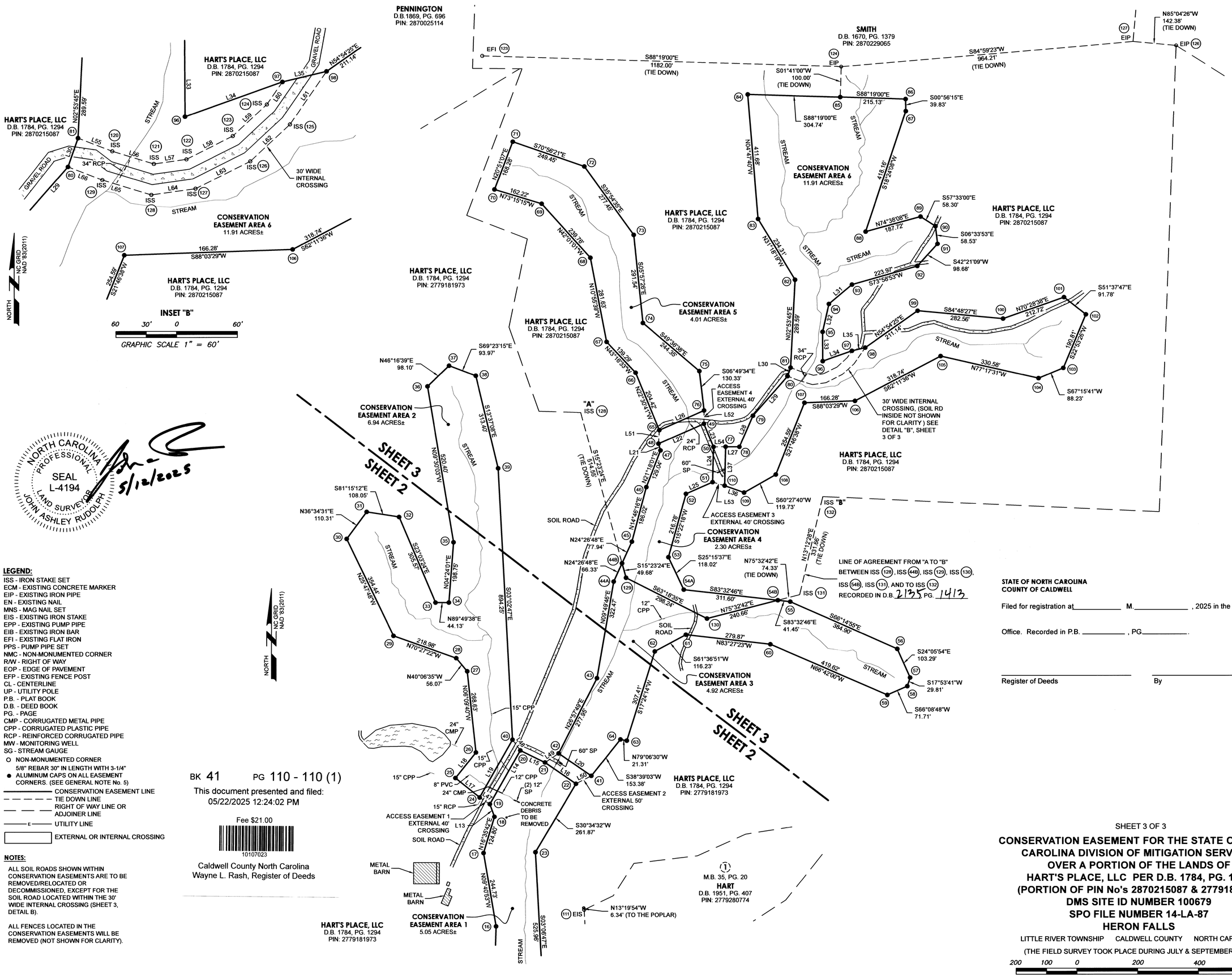
HERON FALLS

LITTLE RIVER TOWNSHIP CALDWELL COUNTY NORTH CAROLINA

(THE FIELD SURVEY TOOK PLACE DURING JULY & SEPTEMBER 2024)

200 100 0 200 400 600

GRAPHIC SCALE 1" = 200'



NORTH CAROLINA PROFESSIONAL SEAL L-4194 LAND SURVEYOR JOHN ASHLEY RUDOLPH

5/12/2025

LEGEND:

ISS - IRON STAKE SET
ECM - EXISTING CONCRETE MARKER
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BK 41 PG 110 - 110 (1)

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Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

Filed for registration at_____ M._____ , 2025 in the Register of Deeds

Office. Recorded in P.B. _____ , PG._____.

Register of Deeds _____ By _____

SHEET 3 OF 3

CONSERVATION EASEMENT FOR THE STATE OF NORTH CAROLINA DIVISION OF MITIGATION SERVICES OVER A PORTION OF THE LANDS OF HART'S PLACE, LLC PER D.B. 1784, PG. 1294 (PORTION OF PIN No's 2870215087 & 2779181973)
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200 100 0 200 400 600

GRAPHIC SCALE 1" = 200'