

Whiskey Jug

Catawba County

Project ID #100680

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



FILED	Apr 16, 2025
AT	04:02:00 PM
BOOK	03936
START PAGE	0841
END PAGE	0852
INSTRUMENT #	07351
EXCISE TAX	\$117.00
JB	

STATE OF NORTH CAROLINA

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

CATAWBA COUNTY

SPO File Number: 18-LA-53

DMS Project Number: 100680

Revenue Stamps: \$117.⁰⁰

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

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made This 16th day of April, 2025, by **Joyce Ervin Hedrick, Unmarried ("Grantor")**, whose mailing address is **4944 Elmore Drive, Catawba, NC 28609** to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **707025112-02**.

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

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

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

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

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

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real properties situated, lying, and being in Catawba Township, Catawba County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 8.5 acres and

being conveyed to the Grantor by deed as recorded in **Deed Book 3055, Page 1248** of the Catawba County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

Conservation Easement Area A containing a total of 3.90 acres as shown on the plat of survey entitled "A Conservation Easement Survey for the State of North Carolina Division of Mitigation Services, "Whiskey Jug Site", SPO File No. 18-LA-53, DMS Site ID No. 100680", Property of Joyce Ervin Hedrick, dated March 25, 2025, prepared by Robert A. Warner (Kee Mapping & Surveying) PLS Number L-4201 and recorded in the Catawba County, North Carolina Register of Deeds at Plat Book 90, Pages 66 through 71.

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

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

I. DURATION OF EASEMENT

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

II. ACCESS EASEMENT

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

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

- A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.
- B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.
- C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.
- D. Damage to Vegetation.** Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.
- E. Industrial, Residential and Commercial Uses.** All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

- F. Agricultural Use.** All agricultural uses are prohibited within the Conservation Easement Area including any use for cropland, waste lagoons, or pastureland.
- G. New Construction.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.
- H. Roads and Trails.** There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement except within a Crossing Area as shown on the recorded survey plat. All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.
- I. Signs.** No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.
- J. Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.
- K. Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.
- L. Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.
- M. Subdivision and Conveyance.** Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.
- N. Development Rights.** All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

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

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

IV. GRANTEE RESERVED USES

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

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

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

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

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

V. ENFORCEMENT AND REMEDIES

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

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

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

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

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

and

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

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

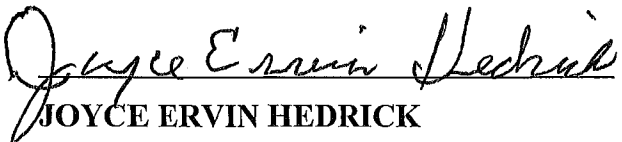
VII. QUIET ENJOYMENT

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

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

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

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

 (SEAL)
JOYCE ERVIN HEDRICK

NORTH CAROLINA
COUNTY OF Gaston

I, Benjamin Mcguire, a Notary Public in and for ^{Mecklenburg BTM} ~~the~~ County and State aforesaid, do hereby certify that **Joyce Ervin Hedrick**, 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 16 day of April, 2025.

Benjamin McGuire
Notary Public

My commission expires:

4-11-2027

(Seal/Stamp)

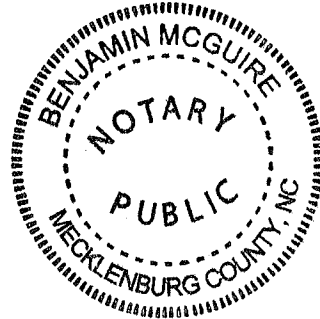


EXHIBIT A

*A Conservation Easement for
The State of North Carolina,
Division of Mitigation Services
"Whiskey Jug Site"*

Property of:

Joyce Ervin Hedrick

SPO FILE NO. 18-LA-53 DMS SITE ID NO. 100680

The following conservation easement area is located off of Oxford School Road, NC Highway 10, within the Catawba Township, Catawba County, North Carolina, and being on a portion of that property conveyed to Joyce Ervin Hedrick through Deed Book 3055, Page 1248, and being Tract 2 as shown on a plat recorded in Plat Book 70, Page 67 of the Catawba County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99987204):

Conservation Easement Area A:

BEGINNING AT AN EXISTING 1/2" REBAR (CORNER 1), said rebar being at the common corner of Deed Book 3055, Page 1248, Deed Book 3586, Page 1827 and Deed Book 3788, Page 1090, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 726644.37 feet and Easting: 1379831.67 feet;

Thence with the common line of Deed Book 3055, Page 1248 and Deed Book 3788, Page 1090, crossing a stream flowing south three times, and with the conservation easement area N 00°54'18" E a distance of 440.07 feet to a 5/8" rebar set with a CE cap (Corner 2), said rebar being near the northeastern edge of the stream, and being at the western terminus of the southern line of a 45 foot wide right of way as shown in Plat Book 70, Page 67;

Thence leaving the aforementioned common line, with the aforesaid right of way line, crossing a stream flowing south, and continuing with the conservation easement area S 89°51'05" E a distance of 488.15 feet to a 5/8" rebar set with a CE cap (Corner 3);

Thence leaving the aforementioned right of way line and continuing with the conservation easement area the following (3) courses and distances:

- (1) S 05°44'51" W a distance of 149.70 feet to a 5/8" rebar set with a CE cap (Corner 4);
- (2) S 49°35'39" W a distance of 272.66 feet to a 5/8" rebar set with a CE cap (Corner 5);
- (3) S 05°25'52" E a distance of 118.00 feet to a 5/8" rebar set with a CE cap (Corner 6), said rebar being in the common line of Deed Book 3055, Page 1248 and Deed Book 3586, Page 1827;

Thence with the aforesaid common line, crossing a stream flowing south, and continuing with the conservation easement area N 89°06'36" W a distance of 283.68 feet to the TRUE POINT OF BEGINNING;

Being all of that area of land in Conservation Easement Area A containing a total of 3.90 Acres, being the same more or less.

Being all of a conservation easement area containing a total of **3.90 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, Whiskey Jug Site, SPO File No. 18-LA-53, DMS Site ID No. 100680", on the property of Joyce Ervin Hedrick, dated March 25, 2025, Job# 2304029-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 04/21/23 – 10/29/24 and under the supervision of Robert A. Warner, NC PLS (License # L-4201) and shown on a plat of survey as recorded in Plat Book 90, Pages 66 through 71 of the Catawba County Register of Deeds, to which reference should be made for a more complete description.

FILED	Apr 16, 2025
AT	03:52:00 PM
BOOK	03936
START PAGE	0804
END PAGE	0815
INSTRUMENT #	07348
EXCISE TAX	\$0.00
JB	

STATE OF NORTH CAROLINA

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

CATAWBA COUNTY

Revenue Stamps: \$0

SPO File Number: 18-LA-54
DMS Project Number: 100680

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 16th day of April, 2025, by **Charles E. Schoff and spouse, Crystal S. Schoff** (collectively "**Grantor**"), whose mailing address is **4955 Stone Drive, Conover, NC 28613** to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **707025112-02**.

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

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

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

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

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

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real properties situated, lying, and being in Catawba Township, Catawba County, North Carolina (the "**Property**"), and being more

particularly described as that certain parcels of land containing approximately 24.54 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 3586, Page 1827** of the Catawba County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

Conservation Easement Area B containing a total of 3.19 acres as shown on the plat of survey entitled "A Conservation Easement Survey for the State of North Carolina Division of Mitigation Services, "Whiskey Jug Site", SPO File No. 18-LA-540, DMS Site ID No. 100680", Property of Charles E. Schoff and Crystal S. Schoff, dated March 25, 2025, prepared by Robert A. Warner (Kee Mapping & Surveying), PLS Number L-4201 and recorded in the Catawba County, North Carolina Register of Deeds at Plat Book 90, Pages 66 through 71.

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

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

I. DURATION OF EASEMENT

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

II. ACCESS EASEMENT

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

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

- A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.
- B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.
- C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.
- D. Damage to Vegetation.** Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.
- E. Industrial, Residential and Commercial Uses.** All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

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

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

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

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

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

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

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

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

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

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

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

IV. GRANTEE RESERVED USES

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

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

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

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

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

V. ENFORCEMENT AND REMEDIES

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

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

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

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

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

and

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

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

VII. QUIET ENJOYMENT

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

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

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

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

 (SEAL)
CHARLES E. SCHOFF

 (SEAL)
CRYSTAL S. SCHOFF

NORTH CAROLINA
COUNTY OF Gaston

I, Benjamin C. Unger, a Notary Public in and for ^{Mecklenburg} ~~the~~ County and State aforesaid, do hereby certify that **Charles E. Schoff and Crystal S. Schoff**, 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 16th day of April, 2025.

Notary Public

My commission expires:

01/12/2028

(Seal/Stamp)

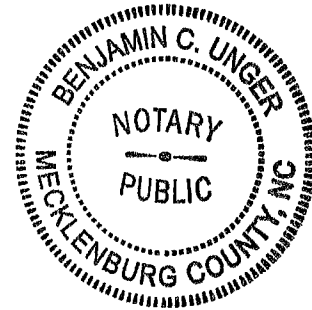


EXHIBIT A

*A Conservation Easement for
The State of North Carolina,
Division of Mitigation Services
"Whiskey Jug Site"*

Property of:
Charles E. Schoff and Crystal S. Schoff
SPO FILE NO. 18-LA-54 DMS SITE ID NO. 100680

The following conservation easement area is located off of Oxford School Road, NC Highway 10, within the Catawba Township, Catawba County, North Carolina, and being on a portion of that property conveyed to Charles E. Schoff and Crystal S. Schoff through Deed Book 3586, Page 1827 of the Catawba County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99987204):

Conservation Easement Area B:

BEGINNING AT AN EXISTING 1" ANGLE IRON (CORNER 9), said angle iron being at a fence corner, and being the common corner of Deed Book 3586, Page 1827, Deed Book 3034, Page 490 and Deed Book 3784, Page 1963, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 726147.28 feet and Easting: 1380121.37 feet;

Thence with the common line of Deed Book 3586, Page 1827 and Deed Book 3784, Page 1963, crossing a stream flowing south, and with the conservation easement area S 88°30'26" W a distance of 288.60 feet to a 5/8" rebar set with a CE cap (Corner 34);

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

- (1) N 00°23'36" W a distance of 454.64 feet to a 5/8" rebar set with a CE cap (Corner 35);
- (2) S 89°06'36" E, crossing a stream flowing south, a distance of 296.80 feet to a 5/8" rebar set with a CE cap (Corner 7);
- (3) S 03°54'28" E, crossing a small stream flowing west, a distance of 443.41 feet to a 5/8" rebar set with a CE cap (Corner 8), said rebar being in the common line of Deed Book 3586, Page 1827 and Deed Book 3034, Page 490;

Thence with the aforesaid common line and continuing with the conservation easement area S 89°48'09" W a distance of 35.36 feet to the TRUE POINT OF BEGINNING;

Being all of that area of land in Conservation Easement Area B containing a total of 3.19 Acres, being the same more or less.

Being all of a conservation easement area containing a total of **3.19 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, Whiskey Jug Site, SPO File No. 18-LA-54, DMS Site ID No. 100680", on the property of Charles E. Schoff and Crystal S. Schoff, dated March 25, 2025, Job# 2304029-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 04/21/23 – 10/29/24 and under the supervision of Robert A. Warner, NC PLS (License # L-4201) and shown on a plat of survey as recorded in Plat Book 90, Pages 66 through 71 of the Catawba County Register of Deeds, to which reference should be made for a more complete description.

FILED	Apr 16, 2025
AT	04:00:00 PM
BOOK	03936
START PAGE	0829
END PAGE	0840
INSTRUMENT #	07350
EXCISE TAX	\$39.00
JB	

STATE OF NORTH CAROLINA

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

CATAWBA COUNTY

SPO File Number: 18-LA-56
DMS Project Number: 100680

Revenue Stamps: \$39.00

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

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made This 16th day of April, 2025, by **Willow Reach Farm, LLC**, a North Carolina limited liability company ("**Grantor**"), whose mailing address is **5001 E US 70 Hwy, Catawba, NC 28609** to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **707025112-02**.

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

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

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

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

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

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real properties situated, lying, and being in Catawba Township, Catawba County, North Carolina (the "**Property**"), and being more

particularly described as that certain parcels of land containing approximately 11.04 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 3698, Page 789** of the Catawba County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

Conservation Easement Area D containing a total of 1.27 acres as shown on the plat of survey entitled "A Conservation Easement Survey for the State of North Carolina Division of Mitigation Services, "Whiskey Jug Site", SPO File No. 18-LA-56, DMS Site ID No. 100680", Property of Willow Reach Farm, LLC, dated March 25, 2025, prepared by Robert A. Warner (Kee Mapping & Surveying), PLS Number L-4201 and recorded in the Catawba County, North Carolina Register of Deeds at Plat Book 90, Pages 66 through 71.

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

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

I. DURATION OF EASEMENT

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

II. ACCESS EASEMENT

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

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

- A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.
- B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.
- C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.
- D. Damage to Vegetation.** Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.
- E. Industrial, Residential and Commercial Uses.** All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

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

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

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

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

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

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

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

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

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

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

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

IV. GRANTEE RESERVED USES

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

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

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

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

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

V. ENFORCEMENT AND REMEDIES

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

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

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

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

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

and

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

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

VII. QUIET ENJOYMENT

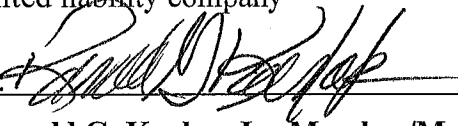
Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with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

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

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

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

Willow Reach Farm, LLC, a North Carolina
limited liability company

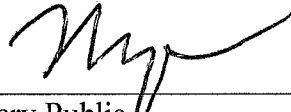
By:  (SEAL)
Ronald G. Kaylor, Jr., Member/Manager

By:  (SEAL)
Susan T. Kaylor, Member/Manager

NORTH CAROLINA
Gaston COUNTY

I certify that **Ronald G. Kaylor, Jr.** and **Susan T. Kaylor** personally appeared before me this day, acknowledging to me that they are Members/Managers of Willow Reach Farm, LLC, a North Carolina limited liability company and that they, as Members/Managers, being authorized to do so, executed the foregoing on behalf of Willow Reach Farm, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 16th day of April, 2025.


 Notary Public Benjamin C. Unger

My commission expires:

01/12/2028

(Seal/Stamp)

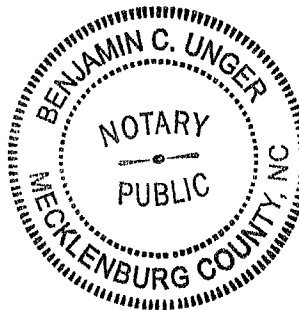


EXHIBIT A

*A Conservation Easement for
The State of North Carolina,
Division of Mitigation Services
"Whiskey Jug Site"*

**Property of:
Willow Reach Farm, LLC
SPO FILE NO. 18-LA-56 DMS SITE ID NO. 100680**

The following conservation easement area is located off of US Highway 70, within the Catawba Township, Catawba County, North Carolina, and being on a portion of that property conveyed to Willow Reach Farm, LLC through Deed Book 3698, Page 789, and being Tract B as shown on a plat recorded in Plat Book 83, Page 69 of the Catawba County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99987204):

Conservation Easement Area D:

BEGINNING AT AN EXISTING 1" REBAR (CORNER 40), said rebar being at the common corner of Deed Book 3698, Page 789, Deed Book 3602, Page 873 and Deed Book 3698, Page 795, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 722125.12 feet and Easting: 1379287.36 feet;

Thence with the common line of Deed Book 3698, Page 789 and Deed Book 3698, Page 795 and with the conservation easement area the following (2) courses and distances:

- (1) N 20°22'46" W, crossing and recrossing a stream flowing south, a distance of 390.09 feet to an existing 1/2" rebar;
- (2) N 16°12'08" E, crossing and recrossing the stream, a distance of 711.85 feet to an unmarked point (Corner 50), said point being in the center of the stream;

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

- (1) S 70°40'11" E a distance of 77.60 feet to a 5/8" rebar set with a CE cap (Corner 36);
- (2) S 24°08'42" W, crossing a fence, crossing the aforementioned stream, a distance of 381.57 feet to a 5/8" rebar set with a CE cap (Corner 37), said rebar being near the western edge of the stream;

- (3) S 15°07'02" W, crossing the stream, a distance of 229.81 feet to a 5/8" rebar set with a CE cap (Corner 38);
- (4) S 17°09'35" E a distance of 423.57 feet to a 5/8" rebar set with a CE cap (Corner 39), said rebar being in the common line of Deed Book 3698, Page 789 and Deed Book 3602, Page 873;

Thence with the aforesaid common line and continuing with the conservation easement area S 42°39'04" W a distance of 66.35 feet to the TRUE POINT OF BEGINNING;

Being all of that area of land in Conservation Easement Area D containing a total of 1.27 Acres, being the same more or less.

Being all of a conservation easement area containing a total of **1.27 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, Whiskey Jug Site, SPO File No. 18-LA-56, DMS Site ID No. 100680", on the property of Willow Reach Farm, LLC, dated March 25, 2025, Job# 2304029-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 04/21/23 – 10/29/24 and under the supervision of Robert A. Warner, NC PLS (License # L-4201) and shown on a plat of survey as recorded in Plat Book 90, Pages 66 through 71 of the Catawba County Register of Deeds, to which reference should be made for a more complete description.

FILED	Apr 16, 2025
AT	03:56:00 PM
BOOK	03936
START PAGE	0816
END PAGE	0828
INSTRUMENT #	07349
EXCISE TAX	\$298.00
JB	

STATE OF NORTH CAROLINA

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

CATAWBA COUNTY

Revenue Stamps: \$298.⁰⁰

SPO File Number: 18-LA-52
DMS Project Number: 100680

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 16 day of April, 2025, by **Connor Family Farm, LLC**, a North Carolina limited liability company ("**Grantor**"), whose mailing address is **PO Box 700, Claremont, NC 28610** to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **707025112-02**.

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

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

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

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

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

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real properties situated, lying, and being in Catawba Township, Catawba County, North Carolina (the "**Property**"), and being more particularly described as that certain parcels of land containing approximately 21.26 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 3698, Page 795** of the Catawba County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

Conservation Easement Area E containing a total of 13.53 acres as shown on the plat of survey entitled "A Conservation Easement Survey for the State of North Carolina Division of Mitigation Services, "Whiskey Jug Site", SPO File No. 18-LA-52, DMS Site ID No. 100680", Property of Connor Family Farm, LLC, dated March 25, 2025, prepared by Robert A. Warner (Kee Mapping & Surveying), PLS Number L-4201 and recorded in the Catawba County, North Carolina Register of Deeds at Plat Book 90, Pages 66 through 71.

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

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

I. DURATION OF EASEMENT

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

II. ACCESS EASEMENT

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

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. GRANTEE RESERVED USES

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

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

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

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

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

V. ENFORCEMENT AND REMEDIES

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

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

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

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

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

and

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

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

VII. QUIET ENJOYMENT

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

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

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

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

Connor Family Farm, LLC, a North Carolina
limited liability company

By:   (SEAL)

Charles Connor, III, Manager

NORTH CAROLINA
Gaston COUNTY

I certify that **Charles Connor, III** personally appeared before me this day, acknowledging to me that he is Manager of Connor Family Farm, LLC, a North Carolina limited liability company and that he, as Manager, being authorized to do so, executed the foregoing on behalf of Connor Family Farm, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 16th day of April, 2025.

My commission expires:

01/12/2028

Notary Public

Benjamin C. Unger

(Seal/Stamp)

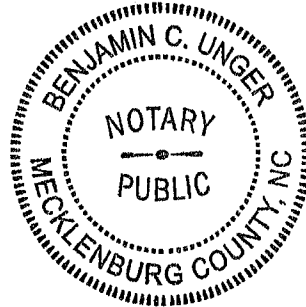


EXHIBIT A

*A Conservation Easement for
The State of North Carolina,
Division of Mitigation Services
"Whiskey Jug Site"*

Property of:

Connor Family Farm, LLC

SPO FILE NO. 18-LA-52 DMS SITE ID NO. 100680

The following conservation easement area is located off of US Highway 70, within the Catawba Township, Catawba County, North Carolina, and being on a portion of that property conveyed to Connor Family Farm, LLC through Deed Book 3698, Page 795, and being Tract A as shown on a plat recorded in Plat Book 83, Page 69 of the Catawba County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99987204):

Conservation Easement Area E:

BEGINNING AT AN EXISTING 1" REBAR (CORNER 40), said rebar being at the common corner of Deed Book 3698, Page 795, Deed Book 3698, Page 789 and Deed Book 3602, Page 873, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 722125.12 feet and Easting: 1379287.36 feet;

Thence with the common line of Deed Book 3698, Page 795 and Deed Book 3602, Page 873 and with the conservation easement area the following (2) courses and distances:

- (1) S 42°39'04" W, crossing a stream flowing southeast, a distance of 91.16 feet to a 5/8" rebar set with a "Kee" cap;
- (2) S 42°39'04" W a distance of 57.00 feet to an unmarked point (Corner 41), said point being in the center of Lyle Creek, and being at the common corner of Deed Book 3698, Page 795, Deed Book 3602, Page 873 and Deed Book 3603, Page 734;

Thence leaving the aforementioned common line, with the common line of Deed Book 3698, Page 795 and Deed Book 3603, Page 734, up and with the center of Lyle Creek as it meanders, and continuing with the conservation easement area the following (3) courses and distances:

- (1) N 17°53'57" W a distance of 146.50 feet to an unmarked point;
- (2) N 47°29'59" W a distance of 149.50 feet to an unmarked point;

- (3) N 62°36'23" W, passing the common corner of Deed Book 3698, Page 795, Deed Book 3603, Page 734 and Deed Book 3409, Page 1065, a distance of 78.23 feet to an unmarked point;

Thence continuing with the common line of Deed Book 3698, Page 795 and Deed Book 3409, Page 1065, continuing with Lyle Creek, and continuing with the conservation easement area N 72°04'41" W a distance of 15.30 feet to an unmarked point (Corner 42);

Thence leaving the aforesaid common line, leaving Lyle Creek, and continuing with the conservation easement area the following (8) courses and distances:

- (1) N 11°43'33" W a distance of 60.00 feet to a 5/8" rebar set with a CE cap (Corner 43);
- (2) N 11°43'33" W a distance of 263.39 feet to a 5/8" rebar set with a CE cap (Corner 44);
- (3) N 49°11'45" W a distance of 307.84 feet to a 5/8" rebar set with a CE cap (Corner 45);
- (4) N 67°35'44" W a distance of 244.66 feet to a 5/8" rebar set with a CE cap (Corner 46);
- (5) N 13°22'03" E, crossing a drainage ditch flowing south then southeast, a distance of 371.01 feet to a 5/8" rebar set with a CE cap (Corner 47);
- (6) N 83°36'07" E a distance of 343.15 feet to a 5/8" rebar set with a CE cap (Corner 48);
- (7) S 86°31'42" E a distance of 146.55 feet to a 5/8" rebar set with a CE cap (Corner 49);
- (8) S 70°40'11" E, crossing a fence, a distance of 375.45 feet to an unmarked point (Corner 50), said point being in the center of a stream flowing south, and being in the common line of Deed Book 3698, Page 795 and Deed Book 3698, Page 789;

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

- (1) S 16°12'08" W, crossing and recrossing the stream, a distance of 711.85 feet to an existing 1/2" rebar;
- (2) S 20°22'46" E, crossing and recrossing the stream, a distance of 390.09 feet to the TRUE POINT OF BEGINNING;

Being all of that area of land in Conservation Easement Area E containing a total of 13.53 Acres, being the same more or less.

Being all of a conservation easement area containing a total of **13.53 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, Whiskey Jug Site, SPO File No. 18-LA-52, DMS Site ID No. 100680", on the property of Connor Family Farm, LLC, dated March 25, 2025, Job# 2304029-CE. This

description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 04/21/23 – 10/29/24 and under the supervision of Robert A. Warner, NC PLS (License # L-4201) and shown on a plat of survey as recorded in Plat Book 90, Pages 66 through 71 of the Catawba County Register of Deeds, to which reference should be made for a more complete description.

FILED	Apr 16, 2025
AT	03:50:00 PM
BOOK	03936
START PAGE	0791
END PAGE	0803
INSTRUMENT #	07347
EXCISE TAX	\$0.00
JB	

STATE OF NORTH CAROLINA

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

CATAWBA COUNTY

Revenue Stamps: \$0

SPO File Number: 18-LA-55
DMS Project Number: 100680

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 16th day of April, 2025, by **Wildlands Farms, LLC**, a North Carolina limited liability company ("**Grantor**"), whose mailing address is **1430 S. Mint Street, Suite 103, Charlotte, NC 28203** to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between **Wildlands Engineering, Inc.** and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number **707025112-02**.

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

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

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

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

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

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real properties situated, lying, and being in Catawba Township, Catawba County, North Carolina (the "**Property**"), and being more

particularly described as that certain parcels of land containing approximately 88.65 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 3784, Page 1963** of the Catawba County Registry, North Carolina; and

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

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

The Conservation Easement Area consists of the following:

Conservation Easement Area C containing a total of 27.64 acres as shown on the plats of survey entitled "A Conservation Easement Survey for the State of North Carolina Division of Mitigation Services, "Whiskey Jug Site", SPO File No. 18-LA-55, DMS Site ID No. 100680", Property of Wildlands Farms, LLC, dated March 25, 2025 prepared by Robert A. Warner, PLS Number L-4201 (Kee Mapping & Surveying), and recorded in the Catawba County, North Carolina Register of Deeds at Plat Book 90, Pages 66 through 71.

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

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

I. DURATION OF EASEMENT

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

II. ACCESS EASEMENT

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

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

- A. Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.
- B. Motorized Vehicle Use.** Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.
- C. Educational Uses.** The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.
- D. Damage to Vegetation.** Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.
- E. Industrial, Residential and Commercial Uses.** All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

- F. Agricultural Use.** All agricultural uses are prohibited within the Conservation Easement Area including any use for cropland, waste lagoons, or pastureland.
- G. New Construction.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.
- H. Roads and Trails.** There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement except within a Crossing Area as shown on the recorded survey plat. All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.
- I. Signs.** No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.
- J. Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.
- K. Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.
- L. Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.
- M. Subdivision and Conveyance.** Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.
- N. Development Rights.** All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

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

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

IV. GRANTEE RESERVED USES

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

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

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

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

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

V. ENFORCEMENT AND REMEDIES

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

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

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

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

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

and

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

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

VII. QUIET ENJOYMENT

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

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

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

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

Wildlands Farms, LLC, a North Carolina
limited liability company

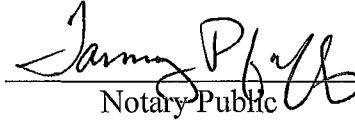
By:  (SEAL)

Shawn D. Wilkerson, Manager

NORTH CAROLINA
MECKLENBURG COUNTY

I certify that **Shawn D. Wilkerson** personally appeared before me this day, acknowledging to me that he is Manager of Wildlands Farms, LLC, a North Carolina limited liability company and that he, as Manager, being authorized to do so, executed the foregoing on behalf of Wildlands Farms LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 14th day of April, 2025.


Notary Public

My commission expires:

May 15, 2027

(Seal/Stamp)

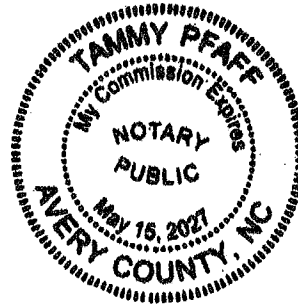


EXHIBIT A

*A Conservation Easement for
The State of North Carolina,
Division of Mitigation Services
"Whiskey Jug Site"*

Property of:

Wildlands Farms, LLC

SPO FILE NO. 18-LA-55 DMS SITE ID NO. 100680

The following conservation easement area is located off of US Highway 70 within the Catawba Township, Catawba County, North Carolina, and being on a portion of that property conveyed to Wildlands Farms, LLC through Deed Book 3784, Page 1963 of the Catawba County Register of Deeds (said Registry being the repository of all deeds and plats referenced hereinafter), and being more particularly described as follows (all bearings are grid bearings and all distances are grid distances, with an average combined factor of 0.99987204):

Conservation Easement Area C:

BEGINNING AT AN EXISTING 1" ANGLE IRON (CORNER 9), said angle iron being at a fence corner, and being the common corner of Deed Book 3784, Page 1963, Deed Book 3586, Page 1827 and Deed Book 3034, Page 490, and having North Carolina State Plane Coordinates NAD 83(2011) of Northing: 726147.28 feet and Easting: 1380121.37 feet;

Thence with the common line of Deed Book 3784, Page 1963 and Deed Book 3034, Page 490, generally following a fence in part, and with the conservation easement area S 02°52'11" E a distance of 1197.85 feet to an existing angle iron (Corner 10), said angle iron being at the common corner of Deed Book 3784, Page 1963, Deed Book 3034, Page 490 and Deed Book 1711, Page 802 (Fifth Tract);

Thence leaving the aforesaid common line, with the common line of Deed Book 3784, Page 1963 and Deed Book 1711, Page 802 (Fifth Tract), crossing a stream flowing west, and continuing with the conservation easement area S 02°43'24" E a distance of 159.75 feet to a 5/8" rebar set with a CE cap (Corner 11);

Thence leaving the aforesaid common line and continuing with the conservation easement area the following (16) courses and distances:

- (1) S 73°14'25" W a distance of 56.84 feet to a 5/8" rebar set with a CE cap (Corner 12);
- (2) S 12°32'19" W a distance of 179.44 feet to a 5/8" rebar set with a CE cap (Corner 13);
- (3) S 29°12'36" W a distance of 309.36 feet to a 5/8" rebar set with a CE cap (Corner 14);

- (4) S 46°02'23" W a distance of 165.81 feet to a 5/8" rebar set with a CE cap (Corner 15);
- (5) S 29°56'24" W a distance of 163.16 feet to a 5/8" rebar set with a CE cap (Corner 16);
- (6) S 11°30'08" E a distance of 109.91 feet to a 5/8" rebar set with a CE cap (Corner 17);
- (7) N 79°14'06" E a distance of 316.96 feet to a 5/8" rebar set with a CE cap (Corner 18);
- (8) S 05°52'57" E, crossing a small stream flowing west, a distance of 132.46 feet to a 5/8" rebar set with a CE cap (Corner 19);
- (9) S 82°19'19" W a distance of 329.71 feet to a 5/8" rebar set with a CE cap (Corner 20);
- (10) S 06°35'32" W a distance of 103.32 feet to a 5/8" rebar set with a CE cap (Corner 21);
- (11) S 80°00'54" E a distance of 411.10 feet to a 5/8" rebar set with a CE cap (Corner 22);
- (12) S 02°43'24" E, crossing a small stream flowing west, a distance of 299.14 feet to a 5/8" rebar set with a CE cap (Corner 23);
- (13) S 85°20'04" W a distance of 203.65 feet to a 5/8" rebar set with a CE cap (Corner 24);
- (14) N 75°41'26" W a distance of 243.03 feet to a 5/8" rebar set with a CE cap (Corner 25);
- (15) S 89°55'56" W a distance of 93.66 feet to a 5/8" rebar set with a CE cap (Corner 26);
- (16) S 21°25'21" W a distance of 221.31 feet to a 5/8" rebar set with a CE cap (Corner 27), said rebar being 30 feet north of the centerline of US Highway 70;

Thence 30 feet north of and normal to the centerline of US Highway 70 and continuing with the conservation easement area the following (2) courses and distances:

- (1) N 70°35'25" W a distance of 187.62 feet to an unmarked point, said point being in the center of a stream flowing south;
- (2) N 70°35'25" W a distance of 181.86 feet to a 5/8" rebar set with a CE cap (Corner 28);

Thence leaving the vicinity of US Highway 70 and continuing with the conservation easement area the following (6) courses and distances:

- (1) N 23°12'41" E a distance of 479.77 feet to a 5/8" rebar set with a CE cap (Corner 29);
- (2) N 02°32'00" W a distance of 408.40 feet to a 5/8" rebar set with a CE cap (Corner 30);
- (3) N 34°31'04" E a distance of 595.52 feet to a 5/8" rebar set with a CE cap (Corner 31);
- (4) N 20°43'26" E a distance of 313.44 feet to a 5/8" rebar set with a CE cap (Corner 32);

- (5) N 10°17'27" E a distance of 412.67 feet to a 5/8" rebar set with a CE cap (Corner 33);
- (6) N 05°13'48" W a distance of 767.72 feet to a 5/8" rebar set with a CE cap (Corner 34), said rebar being in the common line of Deed Book 3784, Page 1963 and Deed Book 3586, Page 1827;

Thence with the aforesaid common line, crossing a stream flowing south, and continuing with the conservation easement area N 88°30'26" E a distance of 288.60 feet to the TRUE POINT OF BEGINNING;

Being all of that area of land in Conservation Easement Area C containing a total of 27.64 Acres, being the same more or less.

Being all of a conservation easement area containing a total of **27.64 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for The State of North Carolina, Division of Mitigation Services, Whiskey Jug Site, SPO File No. 18-LA-55, DMS Site ID No. 100680", on the property of Wildlands Farms, LLC, dated 03/25/25, Job# 2304029-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 04/21/23 – 10/29/24 and under the supervision of Robert A. Warner, NC PLS (License # L-4201) and shown on a plat of survey as recorded in Plat Book 90, Pages 66 through 71 of the Catawba County Register of Deeds, to which reference should be made for a more complete description.

24 x 36

FILED Apr 16, 2025 01:47 pm
BOOK 00090 CATAWBA COUNTY NC
PAGE 0066 ANGELA HENSON
INST # 07314 REGISTER OF DEEDS

90-66

CERTIFICATE OF SURVEY AND ACCURACY:

I, ROBERT A. WARNER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION(S) RECORDED IN DB: 3055, PG. 1248, PB: 70, PG. 67, DB: 3596, PG. 1827, DB: 3784, PG. 1963, DB: 3698, PG. 795, PB: 83, PG. 69, AND DB: 3698, PG. 789, THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION AS REFERENCED; THAT THE RATIO OF PRECISION AS CALCULATED IS GREATER THAN 1:10,000, THAT THE GPS PORTION OF THIS PROJECT WAS TO PERFORM A GRID TIE TO THE NC STATE PLANE COORDINATE SYSTEM AND INFORMATION USED IS SHOWN & NOTED HEREON; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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

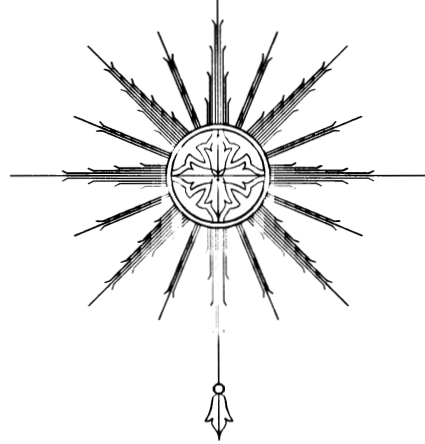
GPS METADATA
CLASS OF SURVEY: HORIZONTAL: A
FIELD PROCEDURE: REAL-TIME KINEMATIC (RTK)
DATES: 04/21/2023
DATUM: NAD 83(2011) AND NAVD 88
EPOCH: 2010
GEOD: 18
AVERAGE COMBINED FACTOR: 0.99987204
POSITIONAL ACCURACY: HORIZONTAL: 0.10'
UNITS: USFT
PUBLISHED CONTROL USED: NCOS JV
N: 734980.21'
E: 1371459.05'
ELEV: 957.60'

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, & SEAL THIS 25TH DAY OF MARCH 2025.



ROBERT A. WARNER, PLS L-4201

GRID NORTH
NAD 83(2011)



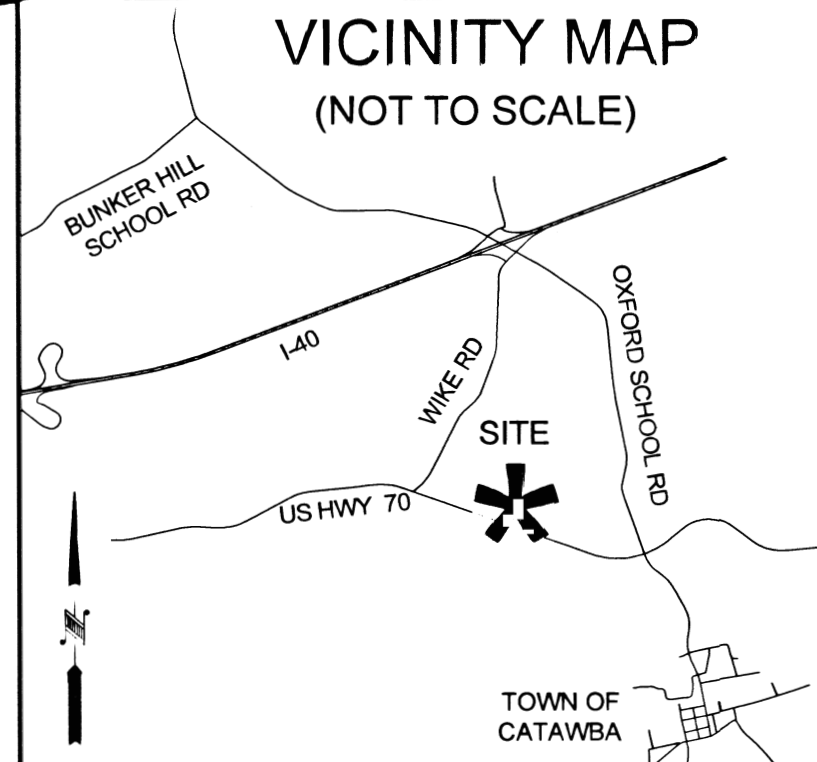
TOTAL CONSERVATION
EASEMENT AREA
49.53 ACRES
AREA A: 3.90 ACRES
AREA B: 3.19 ACRES
AREA C: 27.64 ACRES
AREA D: 1.27 ACRES
AREA E: 13.53 ACRES



CONSERVATION EASEMENT
CORNER-NC DMS CAP (TYPICAL)

CONSERVATION EASEMENT CORNER			CONSERVATION EASEMENT CORNER			CONSERVATION EASEMENT CORNER		
#	NORTHING	EASTING	#	NORTHING	EASTING	#	NORTHING	EASTING
1	726844.37	1379831.67	18	724024.82	1380077.10	35	726594.40	1379829.75
2	727084.39	1379838.62	19	723893.06	1380090.67	36	723148.68	1379423.36
3	727083.12	1380326.77	20	723849.01	1379763.92	37	722800.50	1379267.28
4	726934.17	1380311.78	21	723746.37	1379752.06	38	722578.63	1379207.35
5	726757.43	1380104.15	22	723675.09	1380156.94	39	722173.92	1379332.32
6	726639.97	1380115.32	23	723376.28	1380171.15	40	722125.12	1379287.36
7	726589.79	1380126.52	24	723359.72	1379968.18	41	722016.15	1379186.98
8	726147.40	1380156.74	25	723419.78	1379732.69	42	722297.26	1378947.72
9	726147.28	1380121.37	26	723419.67	1379639.03	43	722356.00	1378935.53
10	724950.94	1380181.34	27	723213.05	1379558.20	44	722813.90	1378862.00
11	724791.37	1380189.93	28	723336.44	1379208.72	45	722815.07	1378648.98
12	724774.98	1380134.51	29	723777.37	1379398.81	46	722908.32	1378422.78
13	724599.81	1380095.55	30	724185.37	1379380.76	47	723269.28	1378508.56
14	724329.80	1379944.58	31	724676.05	1379718.22	48	723307.52	1378849.58
15	724214.70	1379825.23	32	724969.21	1379829.13	49	723298.65	1378995.86
16	724073.32	1379743.80	33	725375.24	1379902.85	50	723174.37	1379350.14
17	723965.61	1379765.72	34	726139.76	1379832.87			

VICINITY MAP
(NOT TO SCALE)



SURVEYOR'S NOTES:

- ALL DISTANCES AND COORDINATES (NAD83 2011) ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE COMBINED FACTOR SHOWN HEREON.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- CATAWBA COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES, THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
- BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTIES APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM MAP#s 3710377200J DATED 09/05/2007 & 3710378200K DATED 03/18/2008.
- NO DEED WAS FOUND GRANTING A RIGHT OF WAY FOR US HIGHWAY 70 TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION. IT IS ADVISABLE, HOWEVER, TO PLAN FOR NO IMPROVEMENTS CLOSER THAN THIRTY FEET FROM THE PRESENT ROAD CENTERLINE.
- NO DEED WAS FOUND GRANTING A RIGHT OF WAY FOR NC HIGHWAY 10 (FORMERLY SR 1717) TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION. IT IS ADVISABLE, HOWEVER, TO PLAN FOR NO IMPROVEMENTS CLOSER THAN THIRTY FEET FROM THE PRESENT ROAD CENTERLINE.
- PROPERTY IS SUBJECT TO A PERMANENT FLOOD EASEMENT OF DUKE ENERGY CAROLINAS (FORMERLY DUKE POWER COMPANY) AND THE RIGHT, PRIVILEGE AND EASEMENT OF BACKING, PONING, RAISING, FLOODING, OR DIVERTING THE WATERS OF THE CATAWBA RIVER AND ITS TRIBUTARIES IN, OVER, UPON, THROUGH, OR AWAY FROM THE LAND UP TO AN ELEVATION OF 780 FEET ABOVE MEAN SEA LEVEL USDS DATUM (NVD 29) AS DESCRIBED IN DB: 752 PG. 184. SURVEYOR USED A -0.7' SHIFT TO OBTAIN NAVD 88 ELEVATIONS.
- THE TYPICAL RIGHT OF WAY WIDTH REQUIRED FOR OVERHEAD DISTRIBUTION POWER LINES OF ANY VOLTAGE IS NORMALLY A 30 FOOT WIDE CORRIDOR (15 FEET ON EACH SIDE) PER DUKE ENERGY CAROLINAS. REFERENCE IS MADE TO DB: 308, PG. 23 AND DB: 404, PG. 107, IN WHICH NO WIDTH IS GIVEN.
- THE TYPICAL RIGHT OF WAY WIDTH REQUIRED FOR OVERHEAD DISTRIBUTION POWER LINES OF ANY VOLTAGE IS NORMALLY A 30 FOOT WIDE CORRIDOR (15 FEET ON EACH SIDE) PER DUKE ENERGY CAROLINAS. REFERENCE IS MADE TO DB: 308, PG. 33, IN WHICH NO WIDTH IS GIVEN.
- 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.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 04/21/23-10/29/24.
- ALL EXISTING FENCES AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
- PORTIONS OF THE PROPERTIES ARE WITHIN A 1/2 MILE OF AN AGRICULTURAL DISTRICT (SEE SHEETS 4 AND 6) AND ARE ZONED R-40 AND R-A. REFER TO CATAWBA COUNTY, NC CODE OF ORDINANCES.
- PROPERTIES LIE WITHIN AN ADOPTED WATERSHED AS DETERMINED BY CATAWBA COUNTY (WS-IV PROTECTED AREA AND WS-IV CRITICAL AREA).
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #B9087 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6857
DB: 3784 PG: 1963

CATAWBA COUNTY, NORTH CAROLINA

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

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

Madison Whisman 4/16/25
DIRECTOR OF PLANNING OR DESIGNEE DATE

STATE OF NORTH CAROLINA, COUNTY OF CATAWBA

I, *Madison Whisman*, REVIEW OFFICER FOR CATAWBA COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Madison Whisman 4/16/25
REVIEW OFFICER DATE

LEGEND:

- EXISTING 1/2" REBAR (UNLESS OTHERWISE NOTED)
- SET 5/8" REBAR WITH "KEE" CAP
- SET 5/8" BY 30" REBAR WITH 3-1/4" DIAMETER ALUMINUM CAP
- UNMARKED POINT
- EXISTING MAG NAIL
- UTILITY POLE
- TELEPHONE PEDESTAL
- SPRING BOX
- SPRING HEAD
- CONSERVATION EASEMENT CORNER NUMBER
- CONSERVATION EASEMENT (CE)
- ADJOINING EASEMENT AREA
- BOUNDARY LINE
- BOUNDARY LINE NOT SURVEYED
- ADJOINING DEED LINES
- UTILITY RIGHT OF WAY (R/W)
- PRIVATE RIGHT OF WAY
- DUKE ENERGY CAROLINAS PERMANENT FLOOD EASEMENT (SEE NOTE #10)
- TIE LINE ONLY
- FENCE LINE
- OVERHEAD WIRE
- SPECIAL FLOOD HAZARD AREA
- CONSERVATION EASEMENT (CE)
- STREAM/WATER
- DRAINAGE DITCH
- ASPHALT
- GRAVEL
- SOIL ROADBED
- PB PLAT BOOK
- DB DEED BOOK
- PG PAGE
- RBC REBAR WITH ID CAP
- IP IRON PIPE
- NAD NORTH AMERICAN DATUM 1983
- SPC STATE PLANE COORDINATES
- CF COMBINED FACTOR
- PGB POINT OF BEGINNING
- RCP REINFORCED CONCRETE PIPE

TOWN OF CATAWBA, NORTH CAROLINA

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

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

Ashley Young 4/14/2025
DIRECTOR OF PLANNING OR DESIGNEE DATE

SHEET #1 OF 6

A CONSERVATION EASEMENT SURVEY FOR:
THE STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
"WHISKEY JUG SITE"

SPO FILE NO'S. 18-LA-53, 18-LA-54, 18-LA-55, 18-LA-52, 18-LA-56
DMS SITE ID NO. 100680

PARCEL IDENTIFIER NUMBERS: 3782.01-06-2856, 3782.01-06-8410, 3772.16-93-6857, 3772.16-82-8833, & 3772.16-92-5714

CURRENT OWNERS LISTED AS:
JOYCE ERVIN HEDRICK; CHARLES E. SCHOFF & CRYSTAL S. SCHOFF;
WILDLANDS FARMS, LLC; CONNOR FAMILY FARM, LLC; WILLOW REACH FARM, LLC

DEED REFERENCES: DB: 3055 PG: 1248, PB: 70 PG: 67 (TRACT 2); DB: 3586 PG: 1827; DB: 3784 PG: 1963; DB: 3698 PG: 795, PB: 83 PG: 69 (TRACT A); DB: 3698 PG: 789 & PB: 83 PG: 69 (TRACT B)

SITE ADDRESSES: US HIGHWAY 70, CATAWBA, NC 28609
OXFORD SCHOOL RD, CATAWBA, NC 28609

CATAWBA TOWNSHIP, CATAWBA COUNTY, NORTH CAROLINA

SURVEY BY: KP,RW,CB,DP,RP,ZC,MB,GT DRAWN BY: NL CHECKED BY: JL

SURVEY DATE: 03/25/25 JOB #2304029-CE

REVISION: DATE:

0' 200' 400' 600'
ONE INCH = TWO HUNDRED FEET

SHEET SIZE: 24"x36"

SCALE: 1"=200'



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

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &
SEAL THIS 25TH DAY OF MARCH, 2025.



ROBERT A. WARNER, PLS L-4201

GRID NORTH
NAD 83(2011)

CATAWBA COUNTY, NORTH CAROLINA

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

STATE OF NORTH CAROLINA, COUNTY OF CATAWBA

Madison Whisman
REVIEW OFFICER FOR
CATAWBA COUNTY, CERTIFY THAT THE MAP OR PLAT TO
WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

Madison Whisman 4/16/25
REVIEW OFFICER DATE

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT
I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE
DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT
FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

Madison Whisman 4/16/25
DIRECTOR OF PLANNING OR DESIGNEE DATE

TOWN OF CATAWBA, NORTH CAROLINA

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

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE
DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM
CATAWBA COUNTY SUBDIVISION REGULATIONS.

John Upchurch 4/14/2025
DIRECTOR OF PLANNING OR DESIGNEE DATE

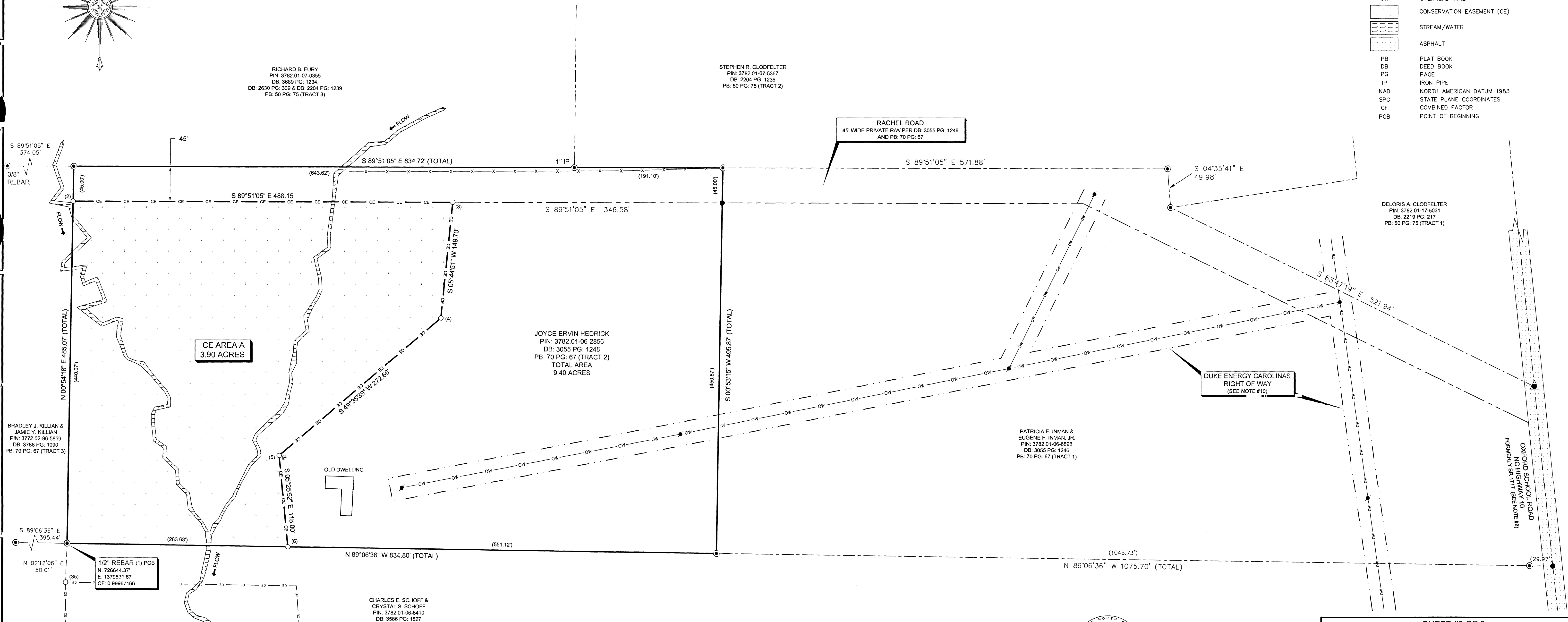
CERTIFICATE OF OWNERSHIP AND DEDICATION

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

Joyce Ervin Hedrick 4-16-25
JOYCE ERVIN HEDRICK DATE

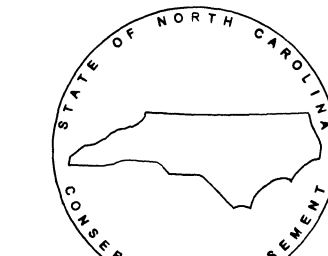
LEGEND:

- EXISTING 1/2" REBAR (UNLESS OTHERWISE NOTED)
- SET 5/8" BY 30" REBAR WITH 3-1/4" DIAMETER ALUMINUM CAP
- EXISTING MASONRY NAIL
- UNMARKED POINT
- UTILITY POLE
- SPRING BOX
- CONSERVATION EASEMENT CORNER NUMBER
- CONSERVATION EASEMENT (CE)
- ADJOINING EASEMENT AREA
- BOUNDARY LINE
- ADJOINING DEED LINES
- UTILITY RIGHT OF WAY (R/W)
- PRIVATE RIGHT OF WAY
- TIE LINE ONLY
- FENCE LINE
- OVERHEAD WIRE
- CONSERVATION EASEMENT (CE)
- STREAM/WATER
- ASPHALT
- PB PLAT BOOK
- DB DEED BOOK
- PG PAGE
- IP IRON PIPE
- NAD NORTH AMERICAN DATUM 1983
- SPC STATE PLANE COORDINATES
- CF COMBINED FACTOR
- POB POINT OF BEGINNING



SURVEYOR'S NOTES:

- ALL DISTANCES AND COORDINATES (NAD83 2011) ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE COMBINED FACTOR SHOWN HEREON.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- CATAWBA COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
- BY GRAPHIC DETERMINATION, NO PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM MAP# 3710377200J DATED 09/05/2007 & 3710378200K DATED 03/18/2008.
- PROPERTY LIES WITHIN AN ADOPTED WATERSHED AS DETERMINED BY CATAWBA COUNTY (WS-IV PROTECTED AREA).
- NO DEED WAS FOUND GRANTING A RIGHT OF WAY FOR NC HIGHWAY 10 (FORMERLY SR 1717) TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION. IT IS ADVISABLE, HOWEVER, TO PLAN FOR NO IMPROVEMENTS CLOSER THAN THIRTY FEET FROM THE PRESENT ROAD CENTERLINE.
- 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.
- THE TYPICAL RIGHT OF WAY WIDTH REQUIRED FOR OVERHEAD DISTRIBUTION POWER LINES OF ANY VOLTAGE IS NORMALLY A 30 FOOT WIDE CORRIDOR (15 FEET ON EACH SIDE) PER DUKE ENERGY CAROLINAS. REFERENCE IS MADE TO DB: 3055 PG: 23 AND DB: 404, PG: 107, IN WHICH NO WIDTH IS GIVEN.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 04/21/23-10/29/24.
- ALL EXISTING FENCES AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
- PROPERTY IS ZONED R-40. REFER TO CATAWBA COUNTY, NC CODE OF ORDINANCES.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #9087 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.



CONSERVATION EASEMENT
CORNER-NC DMS CAP (TYPICAL)

TOTAL CONSERVATION
EASEMENT AREA
3.90 ACRES
AREA A: 3.90 ACRES

#	NORTHING	EASTING
1	726644.37	1379831.67
2	727084.39	1379838.62
3	727083.12	1380326.77
4	726934.17	1380311.78
5	726757.43	1380104.15
6	726539.97	1380115.32
35	726594.40	1379829.75

SHEET #2 OF 6

A CONSERVATION EASEMENT SURVEY FOR:
THE STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
"WHISKEY JUG SITE"

SPO FILE NO. 18-LA-53 DMS SITE ID NO. 100680

PARCEL IDENTIFIER NUMBER: 3782.01-06-2856

CURRENT OWNER LISTED AS:

JOYCE ERVIN HEDRICK

DEED REFERENCE: DB: 3055 PG: 1248 & PB: 70 PG: 67 (TRACT 2)

SITE ADDRESS: OXFORD SCHOOL RD, CATAWBA, NC 28609

CATAWBA TOWNSHIP, CATAWBA COUNTY, NORTH CAROLINA

SURVEY BY: KP,RW,CB,DP,RP,ZC,MB,GT DRAWN BY: NL CHECKED BY: JL

SURVEY DATE: 03/25/25 JOB #2304029-CE

REVISION: DATE:

0' 60' 120' 180'

ONE INCH = SIXTY FEET

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



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

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &
SEAL THIS 23TH DAY OF MARCH 2025



ROBERT A. WARNER, PLS L-4201

CATAWBA COUNTY, NORTH CAROLINA

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

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

4/16/25
DIRECTOR OF PLANNING OR DESIGNEE DATE

STATE OF NORTH CAROLINA, COUNTY OF CATAWBA

I, Robert A. Warner, REVIEW OFFICER FOR CATAWBA COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

4/16/25
REVIEW OFFICER DATE

TOWN OF CATAWBA, NORTH CAROLINA

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

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

4/14/2025
DIRECTOR OF PLANNING OR DESIGNEE DATE

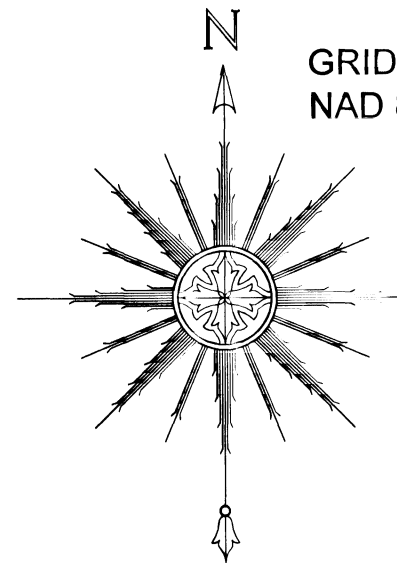
CERTIFICATE OF OWNERSHIP AND DEDICATION

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

4/16/25
CHARLES E. SCHOFF DATE

4/16/25
CRYSTAL S. SCHOFF DATE

GRID NORTH
NAD 83(2011)



TOTAL CONSERVATION
EASEMENT AREA
3.19 ACRES
AREA B: 3.19 ACRES

#	NORTHING	EASTING
1	726844.37	1379831.67
7	726589.79	1380126.52
8	726147.40	1380156.74
9	726147.28	1380121.37
34	726139.76	1379832.87
35	726594.40	1379829.75

BRADLEY J. KILLIAN &
JAMIE Y. KILLIAN
PIN: 3772.02-06-5869
DB: 3788 PG: 1090
PB: 70 PG: 67 (TRACT 3)

1/2" REBAR (1)
N: 726644.37
E: 1379831.67
CF: 0.99987166

JOYCE ERVIN HEDRICK
PIN: 3782.01-06-2856
DB: 3055 PG: 1248
PB: 70 PG: 67 (TRACT 2)

PATRICIA E. INMAN &
EUGENE F. INMAN, JR.
PIN: 3782.01-06-6898
DB: 3055 PG: 1246
PB: 70 PG: 67 (TRACT 1)

CHARLES E. SCHOFF &
CRYSTAL S. SCHOFF
PIN: 3782.01-06-8410
DB: 3556 PG: 1827

RAMSEY FOUR PARTNERSHIP
PIN: 3782.01-46-5784
DB: 3759 PG: 273
PB: 83 PGS: 148-151

BRADLEY J. KILLIAN &
JAMIE Y. KILLIAN
PIN: 3772.02-06-0838
DB: 3779 PG: 829

KATHY S. CAZIRE &
RUSSELL L. CAZIRE
PIN: 3782.01-05-8903
DB: 3034 PG: 490
PB: 19 PG: 265

TODD A. TRAVIS &
SUZANNE D. TRAVIS
PIN: 3782.01-16-5038
DB: 2630 PG: 73

LEGEND:

- EXISTING 1/2" REBAR (UNLESS OTHERWISE NOTED)
- SET 5/8" BY 30" REBAR WITH 3-1/4" DIAMETER ALUMINUM CAP
- UNMARKED POINT
- UTILITY POLE
- CONSERVATION EASEMENT CORNER NUMBER
- CONSERVATION EASEMENT (CE)
- ADJOINING EASEMENT AREA
- BOUNDARY LINE
- BOUNDARY LINE NOT SURVEYED
- ADJOINING DEED LINES
- UTILITY RIGHT OF WAY (R/W)
- TIE LINE ONLY
- FENCE LINE
- OVERHEAD WIRE
- CONSERVATION EASEMENT (CE)
- STREAM/WATER
- ASPHALT
- PB PLAT BOOK
- DB DEED BOOK
- PG PAGE
- IP IRON PIPE
- NAD NORTH AMERICAN DATUM 1983
- SPC STATE PLANE COORDINATES
- CF COMBINED FACTOR
- POB POINT OF BEGINNING



CONSERVATION EASEMENT
CORNER-NC DMS CAP (TYPICAL)

WILDLANDS FARMS, LLC
PIN: 3772.16-03-6857
DB: 3784 PG: 1963

SURVEYOR'S NOTES:

- ALL DISTANCES AND COORDINATES (NAD83 2011) ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE COMBINED FACTOR SHOWN HEREON.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- CATAWBA COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
- BY GRAPHIC DETERMINATION, NO PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM MAP#S 3710377200J DATED 09/05/2007 & 3710378200K DATED 03/18/2008.
- PROPERTY LIES WITHIN AN ADOPTED WATERSHED AS DETERMINED BY CATAWBA COUNTY (WS-IV PROTECTED AREA).
- NO DEED WAS FOUND GRANTING A RIGHT OF WAY FOR NC HIGHWAY 10 (FORMERLY SR 1717) TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION. IT IS ADVISABLE, HOWEVER, TO PLAN FOR NO IMPROVEMENTS CLOSER THAN THIRTY FEET FROM THE PRESENT ROAD CENTERLINE.
- 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.
- THE TYPICAL RIGHT OF WAY WIDTH REQUIRED FOR OVERHEAD DISTRIBUTION POWER LINES OF ANY VOLTAGE IS NORMALLY A 30 FOOT WIDE CORRIDOR (15 FEET ON EACH SIDE) PER DUKE ENERGY CAROLINAS. REFERENCE IS MADE TO DB: 308, PG: 23 AND DB: 404, PG: 107, IN WHICH NO WIDTH IS GIVEN.
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 04/21/23-10/29/24.
- ALL EXISTING FENCES AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
- PROPERTY IS ZONED R-40. REFER TO CATAWBA COUNTY, NC CODE OF ORDINANCES.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #99087 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.

SHEET #3 OF 6

A CONSERVATION EASEMENT SURVEY FOR:
THE STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
"WHISKEY JUG SITE"

SPO FILE NO. 18-LA-54 DMS SITE ID NO. 100680

PARCEL IDENTIFIER NUMBER: 3782.01-06-8410

CURRENT OWNERS LISTED AS:

CHARLES E. SCHOFF & CRYSTAL S. SCHOFF

DEED REFERENCE: DB: 3586 PG: 1827

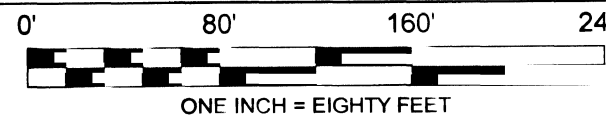
SITE ADDRESS: OXFORD SCHOOL RD, CATAWBA, NC 28609

CATAWBA TOWNSHIP, CATAWBA COUNTY, NORTH CAROLINA

SURVEY BY: KP,RW,CB,DP,RP,ZC,MB,GT DRAWN BY: NL CHECKED BY: JL

SURVEY DATE: 03/25/25 JOB #2304029-CE

REVISION: DATE:



SHEET SIZE: 24"X36"

SCALE: 1"=80'



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

24 x 36

FILED Apr 16, 2025 01:50 pm
BOOK 00090 CATAWBA COUNTY NC
PAGE 0069 ANGELA HENSON
INST # 07317 REGISTER OF DEEDS

90-69

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &
SEAL THIS 25TH DAY OF MARCH 2025.

SEAL
NORTH CAROLINA
PROFESSIONAL
L-4201
LAND SURVEYOR
ROBERT A. WARNER

ROBERT A. WARNER, PLS L-4201

TOWN OF CATAWBA, NORTH CAROLINA

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

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

Angela Henson 4/14/2025
DIRECTOR OF PLANNING OR DESIGNEE DATE



TOTAL CONSERVATION
EASEMENT AREA
27.64 ACRES
AREA C: 27.64 ACRES

CATAWBA COUNTY, NORTH CAROLINA

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

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

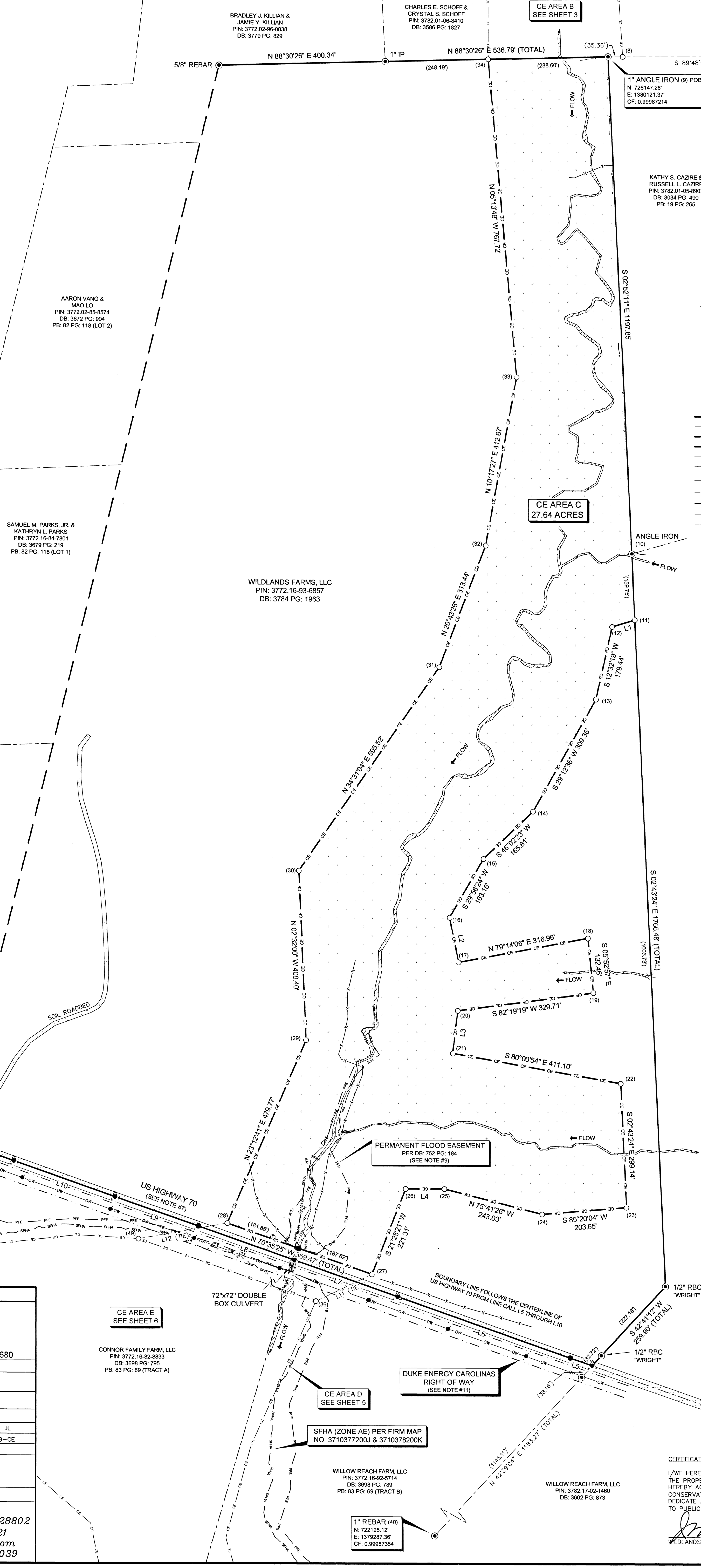
Madison Whismint 4/16/25
DIRECTOR OF PLANNING OR DESIGNEE DATE

STATE OF NORTH CAROLINA, COUNTY OF CATAWBA

Madison Whismint REVIEW OFFICER FOR CATAWBA COUNTY. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Madison Whismint 4/16/25
REVIEW OFFICER DATE

- SURVEYOR'S NOTES:
- ALL DISTANCES AND COORDINATES (NAD83 2011) ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE COMBINED FACTOR SHOWN HEREON.
 - AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
 - PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
 - CATAWBA COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
 - UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES, THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
 - BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM MAP#s 3710377200J DATED 09/05/2007 & 3710378200K DATED 03/18/2008.
 - NO DEED WAS FOUND GRANTING A RIGHT OF WAY FOR US HIGHWAY 70 TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION. IT IS ADVISABLE, HOWEVER, TO PLAN FOR NO IMPROVEMENTS CLOSER THAN THIRTY FEET FROM THE PRESENT ROAD CENTERLINE.
 - 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.
 - PROPERTY IS SUBJECT TO A PERMANENT FLOOD EASEMENT OF DUKE ENERGY CAROLINAS (FORMERLY DUKE POWER COMPANY) AND THE RIGHT, PRIVILEGE AND EASEMENT OF BACKING, PONDING, RAISING, FLOODING, OR DIVERTING THE WATERS OF THE CATAWBA RIVER AND ITS TRIBUTARIES IN, OVER, UPON, THROUGH, OR AWAY FROM THE LAND UP TO AN ELEVATION OF 780 FEET ABOVE MEAN SEA LEVEL USGS DATUM (NVDG 29) AS DESCRIBED IN DB: 752 PG. 184. SURVEYOR USED A -0.7' SHIFT TO OBTAIN NAVD 88 ELEVATIONS.
 - A PORTION OF THE PROPERTY IS WITHIN A 1/2 MILE OF AN AGRICULTURAL DISTRICT AND IS ZONED R-A. REFER TO CATAWBA COUNTY, NC CODE OF ORDINANCES.
 - THE TYPICAL RIGHT OF WAY WIDTH REQUIRED FOR OVERHEAD DISTRIBUTION POWER LINES OF ANY VOLTAGE IS NORMALLY A 30 FOOT WIDE CORRIDOR (15 FEET ON EACH SIDE) PER DUKE ENERGY CAROLINAS. REFERENCE IS MADE TO DB: 308, PG. 33, IN WHICH NO WIDTH IS GIVEN.
 - PROPERTIES LIE WITHIN AN ADOPTED WATERSHED AS DETERMINED BY CATAWBA COUNTY (WS-IV CRITICAL AREA).
 - FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 04/21/23-10/29/24.
 - ALL EXISTING FENCES AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
 - PROPERTY IS ZONED R-A. REFER TO CATAWBA COUNTY, NC CODE OF ORDINANCES.
 - ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #B9087 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.



- LEGEND:
- EXISTING 1/2" REBAR (UNLESS OTHERWISE NOTED)
 - SET 5/8" BY 30" REBAR WITH 3-1/4" DIAMETER ALUMINUM CAP
 - UNMARKED POINT
 - EXISTING MASONRY NAIL
 - UTILITY POLE
 - TELEPHONE PEDESTAL
 - SPRING HEAD
 - CONSERVATION EASEMENT CORNER NUMBER
 - CONSERVATION EASEMENT (CE)
 - ADJOINING EASEMENT AREA
 - BOUNDARY LINE
 - BOUNDARY LINE NOT SURVEYED
 - ADJOINING DEED LINES
 - UTILITY RIGHT OF WAY (R/W)
 - DUKE ENERGY CAROLINAS PERMANENT FLOOD EASEMENT (SEE NOTE #10)
 - TIE LINE ONLY
 - FENCE LINE
 - OVERHEAD WIRE
 - SPECIAL FLOOD HAZARD AREA
 - CONSERVATION EASEMENT (CE)
 - STREAM/WATER
 - ASPHALT
 - GRAVEL
 - SOIL ROADBED
 - PB PLAT BOOK
 - DB DEED BOOK
 - PG PAGE
 - RBC REBAR WITH ID CAP
 - IP IRON PIPE
 - NAD NORTH AMERICAN DATUM 1983
 - SPC STATE PLANE COORDINATES
 - CF COMBINED FACTOR
 - POB POINT OF BEGINNING

EMMETT H. WIKER
PIN: 3782.13-04-4059
ESTATE FILE 2008E495
REFERENCE
DB: 1711 PG. 802 (FIFTH TRACT)

LINE	BEARING	DISTANCE
L1	S 73°14'25" W	56.84'
L2	S 11°30'08" E	109.91'
L3	S 06°35'32" W	103.32'
L4	S 89°55'56" W	93.66'
L5	N 70°57'21" W	58.07'
L6	N 70°37'26" W	441.32'
L7	N 70°34'52" W	263.45'
L8	N 70°35'25" W	244.76'
L9	N 70°43'27" W	213.25'
L10	N 70°36'14" W	258.43'
L11	N 64°16'22" E	149.67'
L12	N 79°58'44" E	217.17'

#	NORTHING	EASTING
9	726147.28	1380121.37
10	724960.94	1380181.34
11	724791.37	1380188.93
12	724774.98	1380134.51
13	724599.81	1380095.55
14	724329.80	1379944.58
15	724214.70	1379825.23
16	724073.32	1379743.80
17	723965.61	1379765.72
18	724024.82	1380077.10
19	723893.06	1380090.67
20	723849.01	1379753.92
21	723746.37	1378752.06
22	723675.09	1380156.94
23	723376.28	1380171.15
24	723359.72	1379968.18
25	723419.78	1379732.69
26	723419.67	1379639.03
27	723213.65	1379558.20
28	723336.44	1379209.72
29	723777.37	1379398.81
30	724185.37	1379380.76
31	724678.05	1379718.22
32	724969.21	1379829.13
33	725375.24	1379902.85
34	726139.76	1379832.87
36	723148.68	1379423.36
40	722125.12	1379287.36
49	723298.65	1378995.86

SHEET #4 OF 6

A CONSERVATION EASEMENT SURVEY FOR:
THE STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
"WHISKEY JUG SITE"

SPO FILE NO. 18-LA-55 DMS SITE ID NO. 100680

PARCEL IDENTIFIER NUMBER: 3772.16-93-6857

CURRENT OWNER LISTED AS:
WILDLANDS FARMS, LLC

DEED REFERENCE: DB: 3784 PG: 1963
SITE ADDRESS: US HIGHWAY 70, CATAWBA, NC 28609

CATAWBA TOWNSHIP, CATAWBA COUNTY, NORTH CAROLINA

SURVEY BY: KP,RW,CB,DP,RP,ZC,MB,GT DRAWN BY: NL CHECKED BY: JL

SURVEY DATE: 03/25/25 JOB #2304029-CE

REVISION: DATE:

0' 120' 240' 360'
1"=120'

SHEET SIZE: 24"x36"

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

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

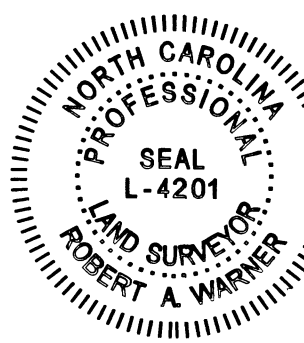
Angela Henson 4/15/2025
WILDLANDS FARMS, LLC DATE

24 x 36

FILED Apr 16, 2025 01:51 pm
BOOK 00090 CATAWBA COUNTY NC
PAGE 0070 ANGELA HENSON
INST# 07318 REGISTER OF DEEDS

90-70

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &
SEAL THIS 25TH DAY OF MARCH 2025



ROBERT A. WARNER, PLS L-4201

TOTAL CONSERVATION
EASEMENT AREA
1.27 ACRES
AREA D: 1.27 ACRES

CATAWBA COUNTY, NORTH CAROLINA

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

STATE OF NORTH CAROLINA, COUNTY OF CATAWBA

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

Madison Whitman 4/16/25
REVIEW OFFICER DATE

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

Madison Whitman 4/16/25
DIRECTOR OF PLANNING OR DESIGNEE DATE

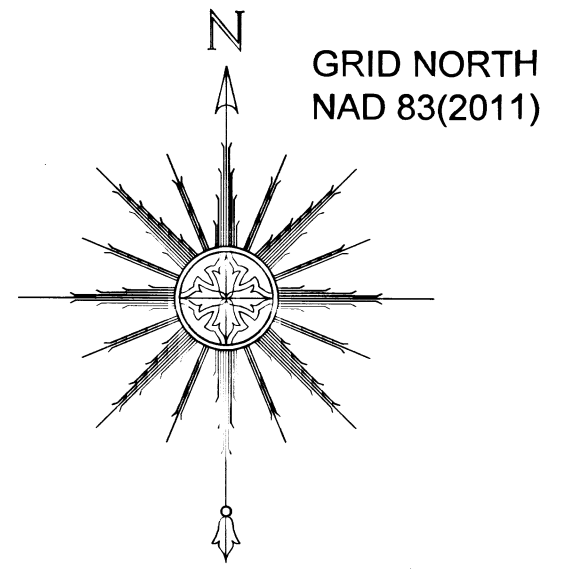
TOWN OF CATAWBA, NORTH CAROLINA

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

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

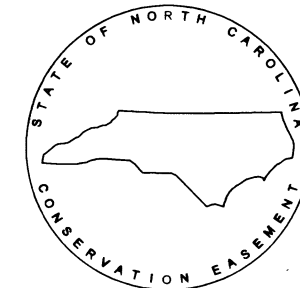
I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

Shelly Young 4/14/2025
DIRECTOR OF PLANNING OR DESIGNEE DATE



LINE	BEARING	DISTANCE
L1	N 15°39'55" E	18.36'
L2	S 70°34'52" E	263.45'
L3	S 70°37'26" E	441.32'
L4	S 70°57'21" E	56.07'
L5	S 64°16'22" W	149.67'

#	NORTHING	EASTING
27	723213.65	1379558.20
36	723148.68	1379423.36
37	722800.50	1379267.28
38	722578.63	1379237.35
39	722173.92	1379332.32
40	722125.12	1379287.36
50	723174.37	1379350.14



CONSERVATION EASEMENT
CORNER-NC DMS CAP (TYPICAL)

DUKE ENERGY CAROLINAS
RIGHT OF WAY
(SEE NOTE #11)

SURVEYOR'S NOTES:

- ALL DISTANCES AND COORDINATES (NAD83 2011) ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE COMBINED FACTOR SHOWN HEREON.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- CATAWBA COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE, THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
- BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM MAP#s 371037200J DATED 09/05/2007 & 3710378200K DATED 03/18/2008.
- NO DEED WAS FOUND GRANTING A RIGHT OF WAY FOR US HIGHWAY 70 TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION. IT IS ADVISABLE, HOWEVER, TO PLAN FOR NO IMPROVEMENTS CLOSER THAN THIRTY FEET FROM THE PRESENT ROAD CENTERLINE.
- 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.
- PROPERTY IS SUBJECT TO A PERMANENT FLOOD EASEMENT OF DUKE ENERGY CAROLINAS (FORMERLY DUKE POWER COMPANY) AND THE RIGHT, PRIVILEGE AND EASEMENT OF BACKING, PONDING, RAISING, FLOODING, OR DIVERTING THE WATERS OF THE CATAWBA RIVER AND ITS TRIBUTARIES IN, OVER, UPON, THROUGH, OR AWAY FROM THE LAND UP TO AN ELEVATION OF 780 FEET ABOVE MEAN SEA LEVEL (USGS DATUM (NGVD 29) AS DESCRIBED IN DB: 752 PG: 184. SURVEYOR USED A -0.7' SHIFT TO OBTAIN NAVD 88 ELEVATIONS.
- PROPERTY IS ZONED R-A. REFER TO CATAWBA COUNTY, NC CODE OF ORDINANCES.
- THE TYPICAL RIGHT OF WAY WIDTH REQUIRED FOR OVERHEAD DISTRIBUTION POWER LINES OF ANY VOLTAGE IS NORMALLY A 30 FOOT WIDE CORRIDOR (15 FEET ON EACH SIDE) PER DUKE ENERGY CAROLINAS. REFERENCE IS MADE TO DB: 308, PG: 33, IN WHICH NO WIDTH IS GIVEN.
- PROPERTIES LIE WITHIN AN ADOPTED WATERSHED AS DETERMINED BY CATAWBA COUNTY (WS-IV CRITICAL AREA).
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 04/21/23-10/29/24.
- ALL EXISTING FENCES AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #B9087 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

Susan K. Kohn, mgr. 4/16/25
WILLOW REACH FARM, LLC DATE

LEGEND:

- EXISTING 1/2" REBAR (UNLESS OTHERWISE NOTED)
- SET 5/8" REBAR WITH "KEE" CAP
- SET 5/8" BY 30" REBAR WITH 3-1/4" DIAMETER ALUMINUM CAP
- UNMARKED POINT
- EXISTING MASONRY NAIL
- UTILITY POLE
- CONSERVATION EASEMENT CORNER NUMBER
- CE CONSERVATION EASEMENT (CE)
- ADJOINING EASEMENT AREA
- BOUNDARY LINE
- BOUNDARY LINE NOT SURVEYED
- ADJOINING DEED LINES
- UTILITY RIGHT OF WAY (R/W)
- DUKE ENERGY CAROLINAS PERMANENT FLOOD EASEMENT (SEE NOTE #9)
- TIE LINE ONLY
- FENCE LINE
- OVERHEAD WIRE
- SFHA SPECIAL FLOOD HAZARD AREA
- CONSERVATION EASEMENT (CE)
- STREAM/WATER
- DRAINAGE DITCH
- ASPHALT
- PB PLAT BOOK
- DB DEED BOOK
- PG PAGE
- RBC REBAR WITH ID CAP
- NAD NORTH AMERICAN DATUM 1983
- SPC STATE PLANE COORDINATES
- CF COMBINED FACTOR
- POB POINT OF BEGINNING

SHEET #5 OF 6

A CONSERVATION EASEMENT SURVEY FOR:
THE STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
"WHISKEY JUG SITE"

SPO FILE NO. 18-LA-56

DMS SITE ID NO. 100680

PARCEL IDENTIFIER NUMBER: 3772.16-92-5714

CURRENT OWNER LISTED AS:

WILLOW REACH FARM, LLC

DEED REFERENCE: DB: 3698 PG: 789 & PB: 83 PG: 69 (TRACT B)

SITE ADDRESS: US HIGHWAY 70, CATAWBA, NC 28609

CATAWBA TOWNSHIP, CATAWBA COUNTY, NORTH CAROLINA

SURVEY BY: KP,RW,CB,DP,RP,ZC,MB,GT DRAWN BY: NL CHECKED BY: JL

SURVEY DATE: 03/25/25

JOB #2304029-CE

REVISION:

DATE:

0' 50' 100' 150'
ONE INCH = FIFTY FEET

SHEET SIZE: 24"x36"

SCALE: 1"=50'



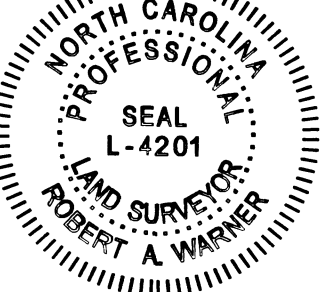
P.O. Box 2566
Asheville, NC 28802
(828) 575-9021
www.keemap.com
License # C-3039

24 x 36

FILED Apr 16, 2025 01:52 pm
BOOK 00090 CATAWBA COUNTY NC
PAGE 0071 ANGELA HENSON
INST # 07319 REGISTER OF DEEDS

90-71

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, &
SEAL THIS 25TH DAY OF MARCH 2025



ROBERT A. WARNER, PLS L-4201

DOUGLAS E. ERVIN
PIN: 3772.16-84-5063
DB: 3055 PG: 1242

CONNOR FAMILY FARM, LLC
PIN: 3772.16-83-1181
DB: 3163 PG: 1650 (TRACT VI)

CONNOR FAMILY FARM, LLC
PIN: 3772.16-82-8833
DB: 3698 PG: 795
PB: 83 PG: 69 (TRACT A)

RADKE PROPERTIES, LLC
PIN: 3772.19-71-3555
DB: 3409 PG: 1065 &
DB: 3434 PG: 1119

WILLOW REACH FARM, LLC
PIN: 3772.16-82-5714
DB: 3698 PG: 789
PB: 83 PG: 69 (TRACT B)

WILLOW REACH FARM, LLC
PIN: 3782.17-02-1460
DB: 3602 PG: 873

LEGEND:

- EXISTING 1/2" REBAR (UNLESS OTHERWISE NOTED)
SET 5/8" REBAR WITH "KEE" CAP
SET 5/8" BY 30" REBAR WITH 3-1/4" DIAMETER ALUMINUM CAP
UNMARKED POINT
EXISTING MASONRY NAIL
UTILITY POLE
(XX) CONSERVATION EASEMENT CORNER NUMBER
CE CONSERVATION EASEMENT (CE)
CE ADJOINING EASEMENT AREA
BOUNDARY LINE
BOUNDARY LINE NOT SURVEYED
ADJOINING DEED LINES
UTILITY RIGHT OF WAY (R/W)
PFE DUKE ENERGY CAROLINAS PERMANENT FLOOD EASEMENT (SEE NOTE #9)
X-X FENCE LINE
OW OVERHEAD WIRE
SFHA SPECIAL FLOOD HAZARD AREA
- CONSERVATION EASEMENT (CE)
STREAM/WATER
DRAINAGE DITCH
ASPHALT
GRAVEL
SOIL ROADBED
PB PLAT BOOK
DB DEED BOOK
PG PAGE
IP IRON PIPE
MAD NORTH AMERICAN DATUM 1983
SPC STATE PLANE COORDINATES
CF COMBINED FACTOR
POB POINT OF BEGINNING
RCP REINFORCED CONCRETE PIPE

SURVEYOR'S NOTES:

- ALL DISTANCES AND COORDINATES (NAD83 2011) ARE GRID MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED. TO OBTAIN GROUND MEASUREMENTS THE GRID DISTANCE SHOULD BE DIVIDED BY THE AVERAGE COMBINED FACTOR SHOWN HEREON.
- AREAS CALCULATED BY THE COORDINATE METHOD BASED UPON GRID MEASUREMENTS.
- PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
- CATAWBA COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
- UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES. THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4848 BEFORE DIGGING.
- BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DETERMINED BY THE FIRM MAP#s 3710377200J DATED 09/05/2007 & 3710378200K DATED 03/18/2008.
- NO DEED WAS FOUND GRANTING A RIGHT OF WAY FOR US HIGHWAY 70 TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION. IT IS ADVISABLE, HOWEVER, TO PLAN FOR NO IMPROVEMENTS CLOSER THAN THIRTY FEET FROM THE PRESENT ROAD CENTERLINE.
- 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.
- PROPERTY IS SUBJECT TO A PERMANENT FLOOD EASEMENT OF DUKE ENERGY CAROLINAS (FORMERLY DUKE POWER COMPANY) AND THE RIGHT, PRIVILEGE AND EASEMENT OF BACKING, PONDING, RAISING, FLOODING, OR DIVERTING THE WATERS OF THE CATAWBA RIVER AND ITS TRIBUTARIES IN, OVER, UPON, THROUGH, OR AWAY FROM THE LAND UP TO AN ELEVATION OF 780 FEET ABOVE MEAN SEA LEVEL USGS DATUM (NVDG 29) AS DESCRIBED IN DB: 752 PG: 184. SURVEYOR USED A -0.7' SHIFT TO OBTAIN NAVD 88 ELEVATIONS.
- A PORTION OF THE PROPERTY IS WITHIN A 1/2 MILE OF AN AGRICULTURAL DISTRICT AND IS ZONED R-A. REFER TO CATAWBA COUNTY, NC CODE OF ORDINANCES.
- THE TYPICAL RIGHT OF WAY WIDTH REQUIRED FOR OVERHEAD DISTRIBUTION POWER LINES OF ANY VOLTAGE IS NORMALLY A 30 FOOT WIDE CORRIDOR (15 FEET ON EACH SIDE) PER DUKE ENERGY CAROLINAS. REFERENCE IS MADE TO DB: 308, PG: 33, IN WHICH NO WIDTH IS GIVEN.
- PROPERTIES LIE WITHIN AN ADOPTED WATERSHED AS DETERMINED BY CATAWBA COUNTY (WS-IV CRITICAL AREA).
- FIELD WORK WAS CONDUCTED BETWEEN THE DATES OF 04/21/23-10/29/24.
- ALL EXISTING FENCES AND STRUCTURES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED.
- PROPERTY IS ZONED R-A. REFER TO CATAWBA COUNTY, NC CODE OF ORDINANCES.
- ALL NEW CONSERVATION EASEMENT CORNERS WERE SET WITH 5/8" REBAR, 30" IN LENGTH AND WITH 3 1/4" ALUMINUM CAPS IMPRINTED WITH NC STATE LOGO #B9387 OR EQUIVALENT AND STAMPED WITH CORRESPONDING CORNER NUMBERS AS SHOWN HEREON.

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6657
DB: 3784 PG: 1963

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6657
DB: 3784 PG: 1963

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6657
DB: 3784 PG: 1963

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6657
DB: 3784 PG: 1963

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6657
DB: 3784 PG: 1963

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6657
DB: 3784 PG: 1963

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6657
DB: 3784 PG: 1963

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6657
DB: 3784 PG: 1963

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6657
DB: 3784 PG: 1963

WILDLANDS FARMS, LLC
PIN: 3772.16-93-6657
DB: 3784 PG: 1963

TOWN OF CATAWBA, NORTH CAROLINA

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

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

Allen Young 4/10/2025
DIRECTOR OF PLANNING OR DESIGNEE DATE

CATAWBA COUNTY, NORTH CAROLINA

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

APPROVAL CERTIFICATE FOR EXEMPT FROM SUBDIVISION PLAT

I CERTIFY THAT TO THE BEST OF MY ABILITY I HAVE DETERMINED THAT THE PLAT SHOWN HEREON IS EXEMPT FROM CATAWBA COUNTY SUBDIVISION REGULATIONS.

Madie Williams 4/16/25
DIRECTOR OF PLANNING OR DESIGNEE DATE

STATE OF NORTH CAROLINA, COUNTY OF CATAWBA

Madie Williams REVIEW OFFICER FOR CATAWBA COUNTY. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Madie Williams 4/16/25
REVIEW OFFICER DATE

SHEET #6 OF 6

A CONSERVATION EASEMENT SURVEY FOR:
THE STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
"WHISKEY JUG SITE"

SPO FILE NO. 18-LA-52 DMS SITE ID NO. 100680

PARCEL IDENTIFIER NUMBER: 3772.16-82-8833

CURRENT OWNER LISTED AS:
CONNOR FAMILY FARM, LLC

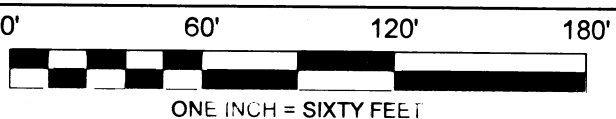
DEED REFERENCE: DB: 3698 PG: 795, PB: 83 PG: 69 (TRACT A)
SITE ADDRESS: US HIGHWAY 70, CATAWBA, NC 28609

CATAWBA TOWNSHIP, CATAWBA COUNTY, NORTH CAROLINA

SURVEY BY: KP,RW,CB,DP,RP,ZC,MB,GT DRAWN BY: NL CHECKED BY: JL

SURVEY DATE: 03/25/25 JOB #2304029-CE

REVISION: DATE:



SHEET SIZE: 24"x36"

SCALE: 1"=60'

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



CONSERVATION EASEMENT
CORNER-NC DMS CAP (TYPICAL)

TOTAL CONSERVATION
EASEMENT AREA
13.53 ACRES
AREA E: 13.53 ACRES

#	NORTHING	EASTING
28	723336.44	1379209.72
40	722125.12	1379287.36
41	722016.15	1379186.98
42	722297.26	1378947.72
43	722356.00	1378935.53
44	722613.90	1378882.00
45	722815.07	1378648.98
46	722908.32	1378422.78
47	723209.28	1378508.56
48	723307.62	1378849.58
49	723298.65	1378995.85
50	723174.37	1379350.14

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

Chad Connor MGR 4/16-25
CONNOR FAMILY FARM, LLC DATE

LINE	BEARING	DISTANCE
L1	N 17°53'57" W	146.50'
L2	N 47°29'59" W	149.50'
L3	N 62°36'23" W	78.23'
L4	N 72°04'41" W	15.30'
L5	S 70°36'14" E	258.43'
L6	S 70°43'27" E	213.25'
L7	S 70°35'25" E	244.76'
L8	S 15°39'55" W	18.36'
L9	S 79°58'44" W	217.17'

JERRY W. HILDEBRAN, JR.
PIN: 3772.20-81-3537
DB: 3603 PG: 734
PB: 75 PG: 172

