## **Azalee Tail**

## **Anson County**

## Project ID #100681

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 23, 2025 12:17 pm
BOOK 01370 FILED
PAGE 0099 THRU 0112 ANSON COUNTY NC
INSTRUMENT # 00788 TARA G. EUDY
RECORDING \$26.00 REGISTER OF DEEDS
EXCISE TAX \$897.00 TGE

STATE OF NORTH CAROLINA

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

**ANSON COUNTY** 

SPO File Number: 04-LA-34 DMS Project Number: 100681

Excise Tax: \$897.00

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

#### WITNESSETH:

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

NCDMS Full Delivery Conservation Easement Template

AG reviewed 27 October 2023

Page 1 of 14

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged, and provided for as a condition of a full delivery contract between Restoration Systems, LLC, a North Carolina limited liability company, a wholly owned subsidiary of Davey Resource Group, Inc., a Delaware corporation ("RS") and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation and/or nutrient offset pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 745664998-01.

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

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

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

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

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

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

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Gulledge Township, Anson County, North Carolina, containing approximately 85.75 acres, more or less, identified by PIN or Parcel Number 645100932051 (the "Property"), and being more particularly described as that land, or a portion thereof, being conveyed to Grantor by those deeds recorded in Deed Book 180, Page 381, and Deed Book 187, Page 323, Anson County Registry; and

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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 Right of Access. The Conservation Easement shall be for the protection and benefit of the waters of the Yadkin River Basin, United States Geological Survey (USGS) 8-digit Hydrologic Unit Code (HUC – 03040201).

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

The Conservation Easement Area consists of the following:

BEING that area of land containing 25.01 acres, more or less, consisting and inclusive of both (i) "Conservation Easement Area 1" (24.70 acres, more or less), and (ii) "Maintenance Area 1" (0.31 acres, more or less), as shown and depicted on a plat of survey entitled "Conservation Easement Survey For The North Carolina Division of Mitigation Services Over and Across a portion of the lands currently Owned by Azalee S. Long, SPO File Number 04-LA-34, DMS Project ID No. 100681, Tax PIN: 645100932051, Deed Book: 187, Page Book: 323, Azalee, Gulledge Township, Anson County, NC", dated 4/21/2025, prepared by or under the supervision of Clinton D. Lawrence, NC PLS License No. L-5056 of Lawrence Associates, P.A., Firm License No. C-2856, Job No. 7246, and being recorded in the Office of the Register of Deeds of Anson County, North Carolina at Plat Book or Cabinet 2025, Page 40-43 (the "Conservation Easement Plat"), which plat is hereby incorporated by reference, and being more particularly described as follows:

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

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

#### I. DURATION OF EASEMENT

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

#### II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement for NCDMS Full Delivery Conservation Easement Template

AG reviewed 27 October 2023

ingress and egress over and upon the Property at all reasonable times and at the location more particularly described and/or depicted as "Access Easement 1" on the Conservation Easement Plat (the "Access Easement"), incorporated herein by this reference, to access the Conservation Easement Area for the purposes set forth herein. This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

#### III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

- A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.
- **B.** Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a crossing area(s) or road or trail as shown on the recorded survey plat. This provision shall also apply to the use of any equine species.
- C. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the

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

- **D.** Damage to Vegetation. Except within crossing area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.
- E. Agricultural and Silvicultural Use. All agricultural and silvicultural uses are prohibited within the Conservation Easement Area including, but not limited to, any use for cropland, orchards, waste lagoons, timber harvesting or pastureland. Direct application of pesticides and/or agricultural waste within the Conservation Easement Area is prohibited. The Grantor shall be solely responsible for the protection of the Conservation Easement Area from intrusion by livestock and shall be solely responsible for the installation and maintenance of any livestock exclusion measures (e.g. fencing) in accordance with the terms and conditions of this Conservation Easement outside of the Conservation Easement Area for so long as there are livestock on the Property adjacent to the Conservation Easement Area.
- F. Structures. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area. All previously existing buildings, facilities, utilities, ponds, dams, stormwater conveyances, wells, mines, and other structures within the Conservation Easement Area shall be shown on the recorded survey plat. Any such structures not shown on the recorded survey plat shall be deemed to have been abandoned and shall not be repaired or replaced.
- G. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, paving, or other infrastructure in the Conservation Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Easement Area for purposes consistent with this Conservation Easement. Existing roads, trails, or paths may be maintained with loose gravel or vegetation to stabilize or cover the surfaces.

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

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

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- I. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.
- J. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing, removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.
- K. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns are allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use pesticides or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.
- L. Subdivision and Conveyance. Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Conservation Easement Area portion of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.
- M. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.
- N. Disturbance of Natural Features. Any change, disturbance, alteration, or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees, and/or animal species by Grantor is prohibited. Any introduction of livestock to the Conservation Easement Area by the Grantor is expressly prohibited. Any introduction of native plants, trees, and animal species consistent with the purposes of this Conservation Easement shall be done in accordance with prior written approval by the Division of Mitigation Services or any subsequent entity designated to steward the Conservation Easement by the Division of Mitigation Services.
- O. Maintenance Area. Notwithstanding the foregoing restrictions, Grantor reserves for Grantor, its successors, and assigns the following enumerated rights (the "Maintenance Area Rights") in, on, upon, through and under that certain area and portion of the Conservation Easement Area depicted and labeled on the Conservation Easement Plat as "Maintenance Area 1". The Maintenance Area Rights hereby reserved include the following:
  - 1. Motorized vehicle use and access;
  - 2. Installation, maintenance, or replacement of utilities, including overhead or buried electrical, water and sewer lines.

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

#### IV. GRANTEE RESERVED USES

- A. Right of Access, Construction, and Inspection. The Grantee shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.
- **B.** Restoration Activities. These activities include, but are not limited to, the planting of trees, shrubs and herbaceous vegetation, installation of monitoring gauges, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow.
- C. Research and Educational Activities. The Grantee shall be permitted to enter, inspect, observe, and study the Conservation Easement Area for the purpose of conducting reasonable educational and scientific research activities related to the condition of the Conservation Easement Area and the protected resources therein. These activities include but are not limited to the installation of monitoring equipment, the creation of monitoring zones, and the performance of surveys, geotechnical investigations, and biological studies. Any parties other than the Grantee, its employees and agents, successors or assigns, desiring to conduct such activities must obtain written permission from both the Grantor and the Grantee in advance and be consistent with the intent of the mitigation project.
- **D.** Signs. The Grantee shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement Area, or identify the project boundaries and the holder of the Conservation Easement.
- E. Fences. If livestock is maintained on the Property, the Grantor is required to restrict livestock access to the Conservation Easement Area. If the Grantor fails to restrict livestock access to the Conservation Easement Area, Grantee reserves the right to repair or install livestock exclusion devices (i.e., fences) within the Conservation Area at its sole discretion and to recover the cost of such installation or repairs from Grantor. In such cases, Grantor must provide access to Grantee to make such installation and repairs. Grantee shall have no responsibility to repair or maintain any fences installed under this provision.
- F. Crossing Area(s). Grantee is not responsible for the maintenance of crossing area(s), however, the Grantee after the appropriate notice required under this Conservation Easement, reserves the right to repair crossing area(s) at its sole discretion and to recover the cost of such NCDMS Full Delivery Conservation Easement Template

  AG reviewed 27 October 2023

repairs from Grantor if such repairs are needed as a result of activities of the Grantor. In such cases, the Grantor must provide access to the Grantee to make repairs.

#### V. ENFORCEMENT AND REMEDIES

- Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is A. allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to the Grantee in connection with this Conservation Easement.
- **B.** Inspection. The Grantee has the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions, and restrictions of this Conservation Easement. Notice for purposes of this subsection may be accomplished by registered or certified mail, regular postal mail (i.e., postcard or letter), electronic mail ("email"), or by personal contact with the Grantor (i.e., phone or in-person).
- C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.
- D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee to enforce the terms of this Conservation Easement against Grantor or to protect Grantee's rights and interests in and to the Conservation Easement and Access Easement, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions NCDMS Full Delivery Conservation Easement Template

  AG reviewed 27 October 2023

in violation of the terms of this Conservation Easement and any legal expenses or court costs, including reasonable attorney's fees, shall be borne by Grantor.

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

#### VI. MISCELLANEOUS

- A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property is the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations, and permits that may apply to the exercise of the 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 agrees that any subsequent lease, deed, or other legal instruments 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 and shall be binding on any successor owners.
- F. This Conservation Easement and Right of Access may be amended, but only in a writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. In accordance with 33 CFR 332.7(a)(3), the owner of the Property shall notify the State Property Office, the U.S. Army Corps of Engineers, and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property which includes the Conservation Easement Area, any request to void or modify this Conservation Easement, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

NCDMS Full Delivery Conservation Easement Template

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

and

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

and

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

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

### VII. QUIET ENJOYMENT

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

TO HAVE AND TO HOLD, the said rights and easements perpetually unto the Grantee 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.

[SIGANTURES APPEAR ON FOLLOWING PAGES]

NCDMS Full Delivery Conservation Easement Template

AG reviewed 27 October 2023

Page 10 of 14

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

Azalee S. Long (unmarried) (SEAL)

By: Jeffun Kou Kong (SEAL)

Jeffrey Ray Long,

Attorney-In-Fact for Azalee S. Long, under Power of Attorney recorded in

Book 7238, Page 281, Union County Registry

NORTH CAROLINA
COUNTY OF ANSON

I, a Notary Public of the State and County aforesaid, do hereby certify that Jeffrey Ray Long (the "Agent"), agent for Azalee S. Long (the "Principal") personally appeared before me this day, and being by me duly sworn, says that the Agent executed the foregoing and annexed instrument for and on behalf of the Principal, and that the Agent's authority to execute and acknowledge the instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds for Union County, NC in <u>Book 7238</u>, <u>Page 281</u>, on the 21<sup>st</sup> day of September, 2018, and that this instrument was executed under and by virtue of the authority given by the instrument granting the Agent power of attorney; that the Agent acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the Principal.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the 23 day of APAL, 2025

Notary Public

W. JUDSON SMITH

My commission expires:

11/11/2025

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

NCDMS Full Delivery Conservation Easement Template

AG reviewed 27 October 2023

Page 11 of 14

#### **EXHIBIT A**

### (Description of Conservation Easement Area)

BEING that area of land containing 25.01 acres, more or less, consisting and inclusive of both (i) "Conservation Easement Area 1" (24.70 acres, more or less), and (ii) "Maintenance Area 1" (0.31 acres, more or less), as shown and depicted on a plat of survey entitled "Conservation Easement Survey For The North Carolina Division of Mitigation Services Over and Across a portion of the lands currently Owned by Lawrence Associates, P.A., Firm License No. C-2856, Job No. 7246, and being recorded in the Office of the Register of Deeds of Anson County, North Carolina at Plat Book or Cabinet 2025, Page 40-43 (the "Conservation Easement Plat"), which plat is hereby incorporated by reference, and being more particularly described as follows:

Beginning at an iron set point on the northerly right of way of Dickie Little Road (SR 1120) being located N 44-58-24 W a distance of 29.74 feet from the center of Dickie Little Road, said beginning point is located in the center of Gaddy's Spring Branch and is a point on the eastern property line of the David T. Carpenter and Shannon B. Carpenter property as recorded in Deed Book 1108, Page 23 in the Anson County Register of Deeds Office. Thence running with Gaddy's Spring Branch and the line of the aforementioned David T. Carpenter and Shannon B. Carpenter property the following thirty-eight (38) calls:

- 1) thence N 44-58-24 W a distance of 19.36 feet to a point;
- 2) thence N 20-33-13 W a distance of 113.25 feet to a point,
- 3) thence N 43-39-58 W a distance of 57.59 feet to a point;
- 4) thence N 32-27-26 W a distance of 173.36 feet to a point;
- 5) thence N 52-56-50 W a distance of 49.15 feet to a point;
- 6) thence N 38-04-09 W a distance of 153.79 feet to a point;
- 7) thence N 64-50-04 W a distance of 69.47 feet to a point;
- thence N 22-12-24 W a distance of 80.03 feet to a point;
- 9) thence N 05-06-15 E a distance of 23.06 feet to a point; 10) thence N 30-23-47 E a distance of 245.68 feet to a point;
- 11) thence N 00-36-05 W a distance of 45.94 feet to a point;
- 12) thence N 19-13-04 W a distance of 49.95 feet to a point;
- 13) thence N 22-07-36 E a distance of 31.03 feet to a point;
- 14) thence N 07-20-05 E a distance of 31.74 feet to a point;
- 15) thence N 19-18-42 W a distance of 22.07 feet to a point;
- 16) thence N 43-31-16 W a distance of 34.87 feet to a point;
- 17) thence N 01-10-28 W a distance of 109.66 feet to a point;
- 18) thence N 22-22-34 E a distance of 86.33 feet to a point;
- 19) thence N 10-09-28 E a distance of 89.94 feet to a point;
- 20) thence N 29-53-15 W a distance of 51.40 feet to a point;
- 21) thence N 18-56-29 W a distance of 73.25 feet to a point;
- 22) thence N 02-47-33 E a distance of 58.13 feet to a point;
- 23) thence N 02-07-24 W a distance of 39.26 feet to a point;
- 24) thence N 33-59-47 W a distance of 37.41 feet to a point; 25) thence N 62-29-45 W a distance of 15.60 feet to a point;
- 26) thence N 86-27-56 W a distance of 20.83 feet to a point;
- 27) thence S 73-24-12 W a distance of 25.60 feet to a point;
- 28) thence S 28-32-41 W a distance of 31.57 feet to a point;

NCDMS Full Delivery Conservation Easement Template

AG reviewed 27 October 2023

Page 12 of 14

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29) thence N 88-00-46 W a distance of 24.24 feet to a point;
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- 30) thence N 16-27-08 W a distance of 25.31 feet to a point;
- 31) thence N 70-28-41 W a distance of 46.60 feet to a point;
- 32) thence N 24-34-07 W a distance of 42.37 feet to a point;
- 33) thence N 76-28-08 W a distance of 17.13 feet to a point;
- 34) thence N 36-22-08 W a distance of 36.26 feet to a point;
- 35) thence N 26-34-20 E a distance of 25.38 feet to a point;
- 36) thence N 38-02-43 W a distance of 19.04 feet to a point;
- 37) thence N 79-44-03 W a distance of 26.22 feet to a point;
- 38) thence S 81-46-46 W a distance of 51.04 feet to a point and being a common corner with the Paul B. Little, Jr. property as recorded in Deed Book 79, Page 260 and Deed Book 129, Page 149;

thence continuing with the center of Gaddy's Spring Branch and the line of the aforementioned Paul B. Little, Jr. property the following thirty-two (32) calls:

- 1) thence N 49-21-46 W a distance of 44.26 feet to a point;
- 2) thence N 16-28-15 E a distance of 20.92 feet to a point;
- 3) thence N 57-35-35 E a distance of 22.21 feet to a point;
- 4) thence N 11-17-16 W a distance of 24.45 feet to a point;
- 5) thence N 35-47-00 W a distance of 47.94 feet to a point;
- 6) thence N 17-50-23 W a distance of 38.57 feet to a point;
- 7) thence N 05-58-12 E a distance of 44.33 feet to a point;
- 8) thence N 27-41-54 E a distance of 40.52 feet to a point;
- 9) thence N 19-27-33 E a distance of 27.65 feet to a point;
- 10) thence N 02-15-59 W a distance of 24.81 feet to a point;
- 11) thence N 34-45-58 W a distance of 82.60 feet to a point;
- 12) thence N 83-02-46 W a distance of 23.55 feet to a point;
- 13) thence N 25-43-18 W a distance of 16.90 feet to a point;
- 14) thence N 04-06-08 E a distance of 17.90 feet to a point;
- 15) thence N 18-42-21 E a distance of 20.01 feet to a point;
- 16) thence N 36-46-01 E a distance of 20.24 feet to a point;
- 17) thence N 04-44-19 E a distance of 16.30 feet to a point;
- 18) thence N 34-02-26 W a distance of 34.52 feet to a point; 19) thence N 08-08-03 E a distance of 107.02 feet to a point;
- 20) thence N 14-35-07 E a distance of 52.34 feet to a point;
- 21) thence N 08-57-02 E a distance of 60.39 feet to a point;
- 22) thence N 17-28-11 E a distance of 61.80 feet to a point;
- 23) thence N 07-00-03 E a distance of 59.42 feet to a point;
- 24) thence N 12-10-45 E a distance of 88.89 feet to a point;
- 25) thence N 34-20-24 E a distance of 15.17 feet to a point;
- 26) thence N 06-59-42 E a distance of 62.94 feet to a point;
- 27) thence N 20-42-19 E a distance of 98.05 feet to a point;
- 28) thence N 15-04-40 E a distance of 93.89 feet to a point;
- 29) thence N 07-56-52 E a distance of 47.44 feet to a point;
- 30) thence N 31-02-21 E a distance of 29.12 feet to a point; 31) thence N 07-37-26 W a distance of 25.04 feet to a point;
- 32) thence N 14-20-28 E a distance of 204.65 feet to an iron set in the center of Gaddy's Spring Branch;

thence leaving Gaddy's Spring Branch and crossing the Azalee S. Long property as recorded in Deed Book 187, Page 32 the following twenty (20) calls:

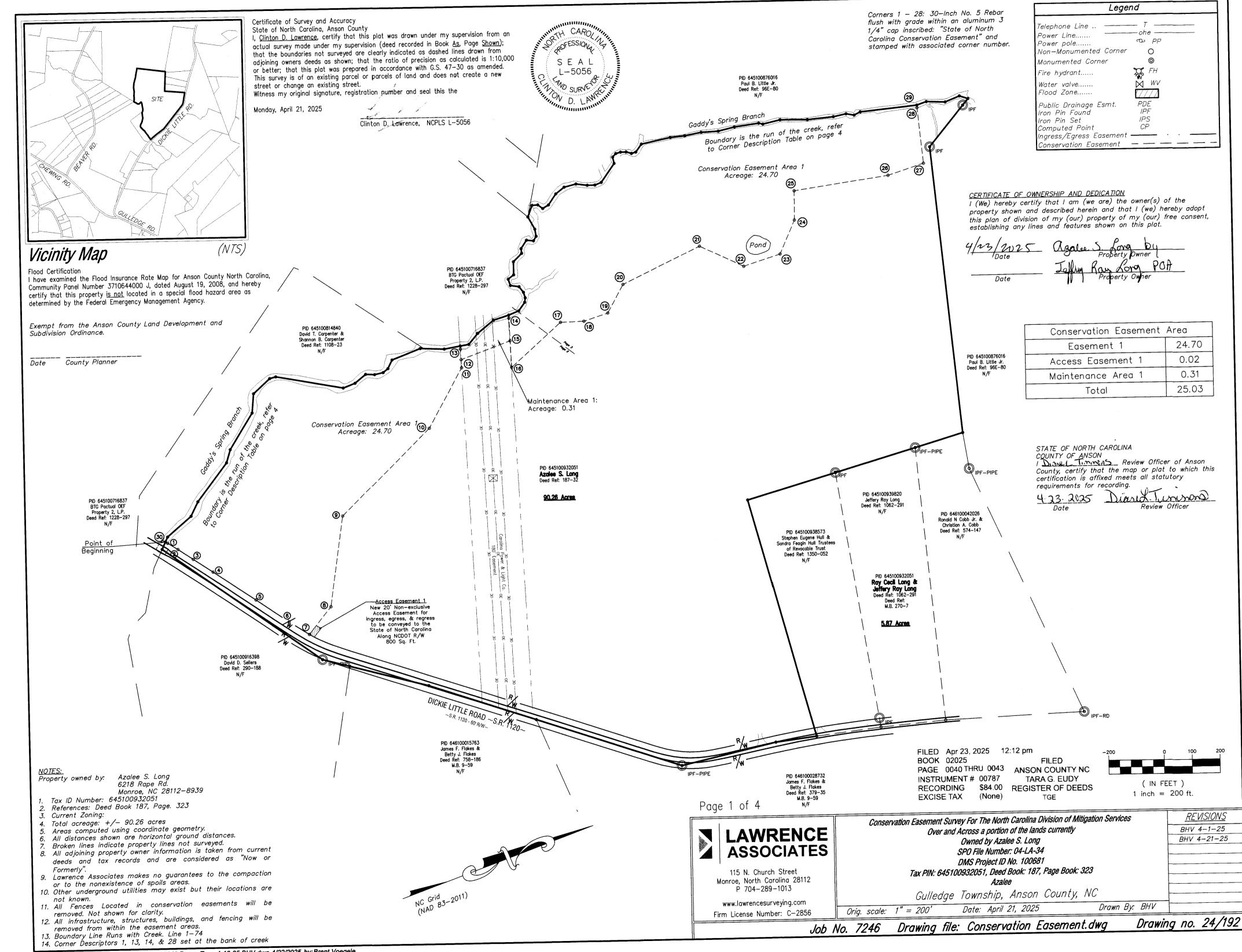
1) thence S 75-35-38 E a distance of 9.11 feet to an iron set with an aluminum cap numbered 28;

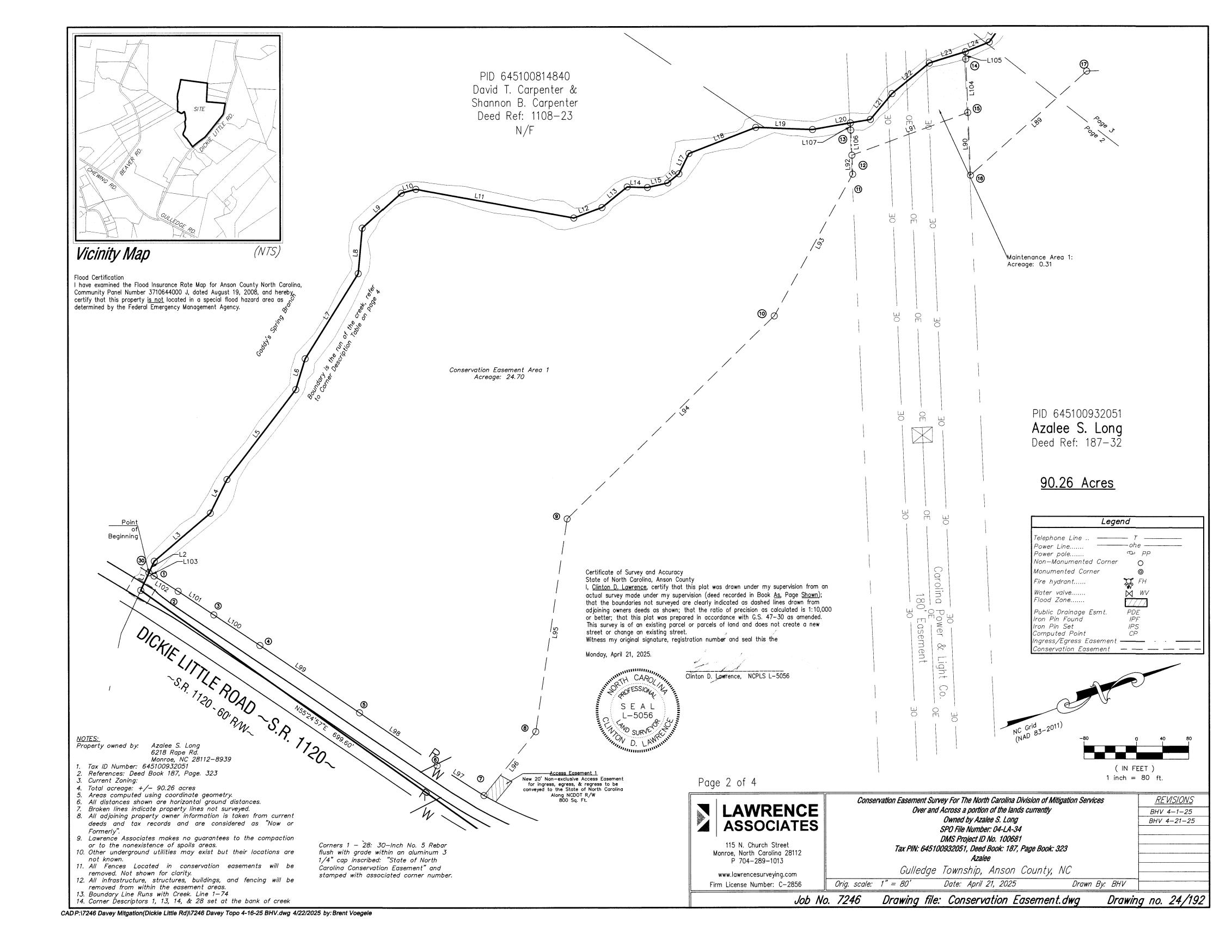
NCDMS Full Delivery Conservation Easement Template

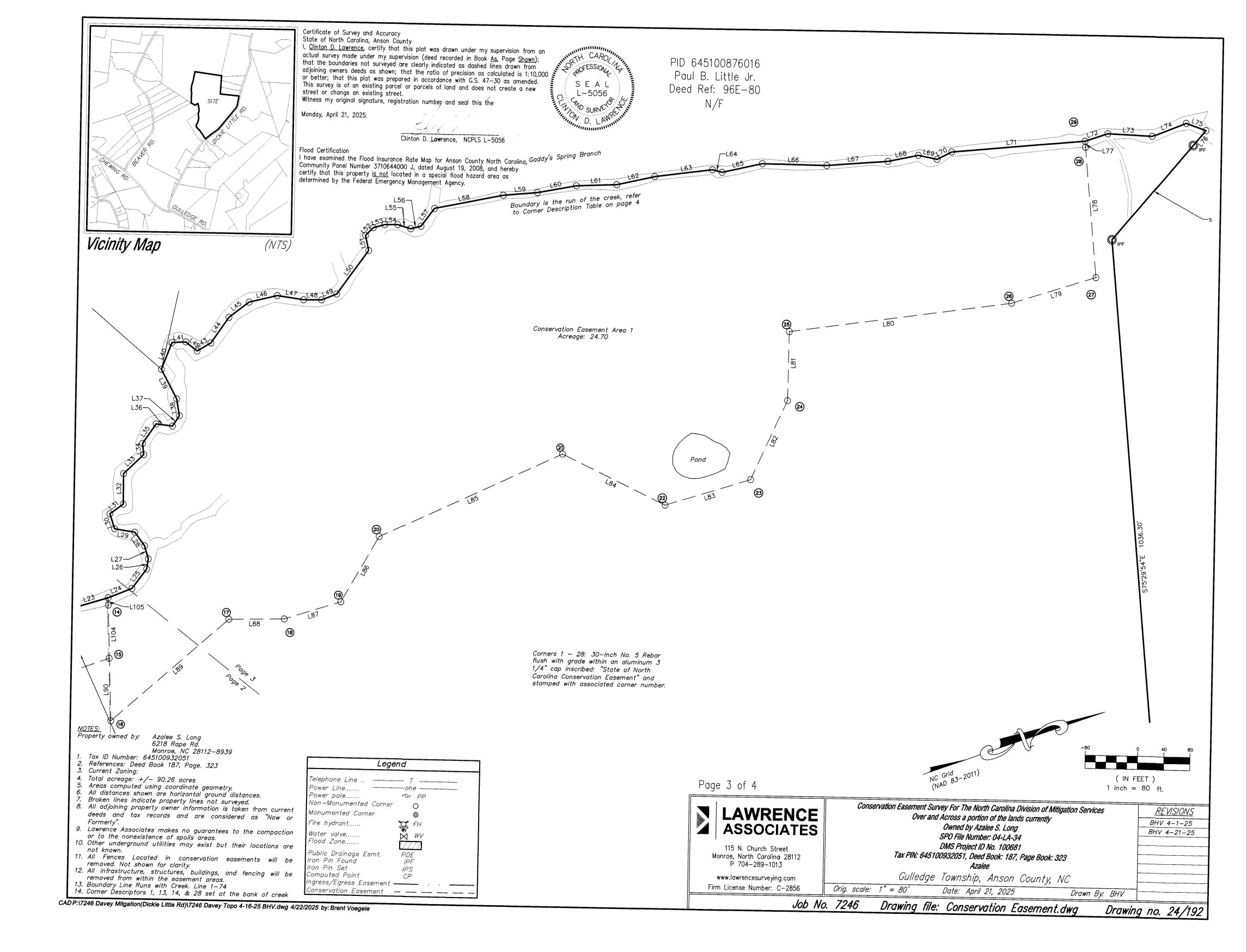
- 2) thence S 75-35-38 E a distance of 200.09 feet to an iron set with an aluminum cap numbered 27;
- 3) thence S 02-01-54 W a distance of 134.74 feet to an iron set with an aluminum cap numbered 26;
- 4) thence S 11-45-55 W a distance of 342.70 feet to an iron set with an aluminum cap numbered 25;
- 5) thence S 69-31-28 E a distance of 106.03 feet to an iron set with an aluminum cap numbered 24;
- 6) thence S 46-12-06 E a distance of 133.16 feet to an iron set with an aluminum cap numbered 23;
- 7) thence S 2-27-06 W a distance of 136.48 feet to an iron set with an aluminum cap numbered 22;
- thence S 45-30-25 W a distance of 175.17 feet to an iron set with an aluminum cap numbered 21;
- 9) thence S 05-23-52 E a distance of 307.46 feet to an iron set with an aluminum cap numbered 20;
- 10) thence S 40-36-04 E a distance of 116.05 feet to an iron set with an aluminum cap numbered 19;
- 11) thence S 02-12-09 W a distance of 90.34 feet to an iron set with an aluminum cap numbered 18;
- 12) thence S 18-26-58 W a distance of 84.75 feet to an iron set with an aluminum cap numbered 17;
- 13) thence S 21-44-46 E a distance of 238.69 feet to an iron set with an aluminum cap numbered 16;
- 14) thence N 72-27-07 W a distance of 96.05 feet to an iron set with an aluminum cap numbered 15;
- 15) thence S 00-8-55 E a distance of 188.94 feet to an iron set with an aluminum cap numbered 12;
- 16) thence S 72-27-07 E a distance of 29.17 feet to an iron set with an aluminum cap numbered 11;
- 17) thence S 40-55-46 E a distance of 247.52 feet to an iron set with an aluminum cap numbered 10;
- 18) thence S 24-20-24 E a distance of 443.22 feet to an iron set with an aluminum cap numbered 9;
- 19) thence S 61-32-37 E a distance of 329.38 feet to an iron set with an aluminum cap numbered 8;
- 20) thence S 30-53-18 E a distance of 126.07 feet to an iron set with an aluminum cap numbered 7 on the northerly right of way of Dickie Little Road;

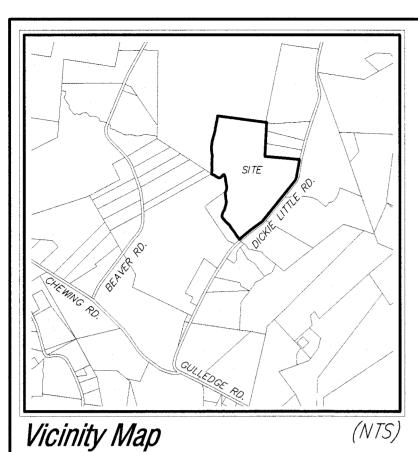
thence running with the northerly right of way of Dickie Little Road the following seven (7) calls:

- 1) thence S 52-38-33 W a distance of 85.09 feet to an iron set with an aluminum cap numbered 6;
- 2) thence S 54-21-57 W a distance of 142.98 feet to an iron set with an aluminum cap numbered 5;
- 3) thence S 54-06-05 W a distance of 183.82 feet to an iron set with an aluminum cap numbered 4;
- 4) thence S 53-46-10 W a distance of 84.80 feet to an iron set with an aluminum cap numbered 3;
- 5) thence S 53-26-45 W a distance of 65.42 feet to an iron set with an aluminum cap numbered 2;
- 6) thence S 52-31-10 W a distance of 43.66 feet to an iron set with an aluminum cap numbered 1;
- 7) thence S 52-31-10 W a distance of 9.26 feet to the point of beginning.









## Boundary Table

Line Table		
Line #	Length	Direction
L1	29.74	N44*58'24"W
L2	19.36	S44*58'24"E
L3	113.25	S20'33'13"E
L4	57.59	S43'39'58"E
L5	173.36	S32'27'26"E
L6	49.15	S52*56'50"E
L7	153.79	S38'04'09"E
L8	69.47	S64'50'04"E
L9	80.03	S22'12'24"E
L10	23.06	S05'06'15"W
L11	245.68	S30°23'47"W
L12	45.94	S00*36'05"E
L13	49.95	S19*13'04"E
L14	31.03	S22'07'36"W
L15	31.74	S07'20'05"W
L16	22.07	S19*18'42"E
L17	34.87	S43'31'16"E
L18	109.66	S01'10'28"E
L19	86.33	S22°22'34"W
L20	89.94	S10'09'28"W

	Line	Table
L21	51.40	S29*53'15"E
L22	73.25	S18'56'29"E
L23	58.13	S02'47'33"W
L24	39.26	S02°07'24"E
L25	37.41	S33*59'47"E
L26	15.60	S62°29'45"E
L27	20.83	S86°27'56"E
L28	25.60	N73'24'12"E
L29	31.57	N28'32'41"E
L30	24.24	S88'00'46"E
L31	25.31	S16'27'08"E
L32	46.60	S70°28'41"E
L33	42.37	S24'34'07"E
L34	17.13	S76°28'08"E
L35	36.26	S36*22'08"E
L36	25.38	S26'34'20"W
L37	19.04	S38'02'43"E
L38	26.22	S79'44'03"E
L39	51.04	N81°46'46"E
L40	44.26	S49*21'46"E

	Line Table		
L41	20.92	S16°28'15"W	
L42	22.21	S57*35'35"W	
L43	24.45	S11'17'16"E	
L44	47.94	S35'47'00"E	
L45	38.57	S17*50'23"E	
L46	44.33	S05*58'12"W	
L47	40.52	S27'41'54"W	
L48	27.65	S19*27'33"W	
L49	24.81	S0215'59"E	
L50	82.60	S34*45'58"E	
L51	23.55	S83°02'46"E	
L52	16.90	S25'43'18"E	
L53	17.90	S04'06'08"W	
L54	20.01	S18'42'21"W	
L55	20.24	S36'46'01"W	
L56	16.30	S04'44'19"W	
L57	34.52	S34°02'26"E	
L58	107.02	S08'08'03"W	
L59	52.34	S14°35'07"W	
L60	60.39	S08*57'02"W	

	Line	Table
L61	61.80	S17°28'11"W
L62	59.42	S07'00'03"W
L63	88.89	S12*10'45"W
L64	15.17	S34'20'24"W
L65	62.94	S06*59'42"W
L66	98.05	S20'42'19"W
L67	93.89	S15'04'40"W
L68	47.44	S07'56'52"W
L69	29.12	S31'02'21"W
L70	25.04	S07'37'26"E
L71	204.65	S14'20'28"W
L72	36.70	S00'52'53"W
L73	67.92	S2210'33"W
L74	55.57	S02'07'29"E
L75	32.15	S39'04'43"W
L76	29.66	S30°22'20"E
L77	9.11	S75*35'38"E
L78	200.09	S75*35'38"E
L79	134.74	N02'01'54"E

L80 342.70 N11°45'55"E

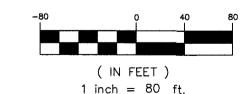
## Conservation Corner Descriptors

Point Table		
Point #	Northing	Easting
1	N34° 52' 30.34"	W80° 08' 15.16"
2	N34° 52' 30.61"	W80° 08' 14.75"
3	N34° 52' 31.00"	W80° 08' 14.12"
4	N34° 52′ 31.50″	W80° 08' 13.31"
5	N34° 52′ 32.58″	W80° 08' 11.54"
6	N34° 52' 33.42"	W80° 08' 10.15"
7	N34° 52′ 33.94″	W80° 08' 09.35"
8	N34° 52′ 35.00″	W80° 08' 10.14"
9	N34° 52' 36.52"	W80° 08' 13.64"
10	N34° 52′ 40.49″	W80° 08' 15.88"
11	N34° 52′ 42.33″	W80° 08' 17.86"
12	N34° 52' 42.41"	W80° 08' 18.19"
13	N34° 52' 42.52"	W80° 08' 18.63"
14	N34° 52' 44.52"	W80° 08' 19.16"
15	N34° 52' 44.28"	W80° 08' 18.22"
16	N34° 52′ 44.00″	W80° 08' 17.12"
17	N34° 52' 46.19"	W80° 08' 18.21"
18	N34° 52′ 46.98″	W80° 08' 17.90"
19	N34° 52′ 47.88″	W80° 08' 17.87"
20	N34° 52′ 48.74″	W80° 08' 18.79"
21	N34° 52' 51.76"	W80° 08' 19.18"
22	N34° 52′ 52.99″	W80° 08' 17.70"
23	N34° 52' 54.34"	W80° 08' 17.65"
24	N34° 52′ 55.24″	W80° 08' 18.81"
25	N34° 52' 55.60"	W80° 08' 20.01"
26	N34° 52′ 58.93″	W80° 08' 19.22"
27	N34° 53' 00.26"	W80° 08' 19.18"
28	N34° 53' 00.73"	W80° 08' 21.51"
29	N34° 53' 00.75"	W80° 08' 21.62"
30	N34° 52' 30.28"	W80° 08' 15.25"



Corners 1 – 28: 30-Inch No. 5 Rebar flush with grade within an aluminum 3 1/4" cap inscribed: "State of North Carolina Conservation Easement" and stamped with associated corner number.

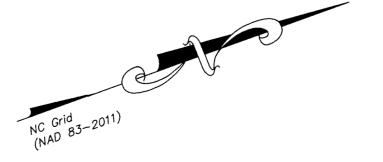
Corners 29-30: Irons set to mark the centerline of creek.



# Conservation Easements Table

Line Table		
Line #	Length	Direction
L81	106.03	N69'31'28"W
L82	133.16	N46*12'06"W
L83	136.48	N02*27'06"E
L84	175.17	N45'30'25"E
L85	307.46	N05*23'52"W
L86	116.05	N40'36'04"W
L87	90.34	N02'12'09"E
L88	84.75	N18'26'58"E
L89	238.69	N21'44'46"W
L90	96.05	S72*27'07"E
L91	188.94	N00°08'55"W
L92	29.17	N72*27'07"W
L93	247.52	N40*55'46"W
L94	443.22	N24°20'24"W
L95	329.38	N61'32'37"W
L96	126.07	N30*53'18"W
L97	85.09	N52'38'33"E
L98	142.98	N54°21'57"E
L99	183.82	N54*06'05"E
L100	84.80	N53'46'10"E

L101 L102 L103 L104 L105 L106	65.42 43.66 9.26	N53'26'45"E S52'31'10"W
L103 L104 L105		
L104 L105	9.26	
L105		N52'31'10"E
-	81.33	S71*58'28"E
L106	11.09	S72'13'59"E
	38.54	S72*27'07"E
L107	11.08	S72*27'07"E
L108	179.63	S03°42'03"W
L109	300.78	S03'42'55"W
L110	328.85	S03'46'34"W
L111	148.35	N12'38'23"E
L112	347.14	N07'09'56"E
L113	100.67	N34'44'37"E



Page 4 of 4



115 N. Church Street Monroe, North Carolina 28112 P 704-289-1013

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Firm License Number: C-2856

Conservation Easement Survey For The North Carolina Division of Mitigation Services Over and Across a portion of the lands currently Owned by Azalee S. Long SPO File Number: 04-LA-34 DMS Project ID No. 100681

Gulledge Township, Anson County, NC Date: April 21, 2025

Orig. scale: 1" = 80' Job No. 7246 Drawing file: Conservation Easement.dwg

removed from within the easement areas.

13. Boundary Line Runs with Creek. Line 1—74

14. Corner Descriptors 1, 13, 14, & 28 set at the bank of creek CAD P:\7246 Davey Mitgation(Dickie Little Rd)\7246 Davey Topo 4-16-25 BHV.dwg 4/22/2025 by: Brent Voegele

NOTES:
Property owned by: Azalee S. Long
6218 Rape Rd.

1. Tax ID Number: 645100932051

3. Current Zoning:

Formerly".

2. References: Deed Book 187, Page. 323

Garrent Zonning.
 Total acreage: +/- 90.26 acres
 Areas computed using coordinate geometry.
 All distances shown are horizontal ground distances.

Monroe, NC 28112-8939

7. Broken lines indicate property lines not surveyed.
8. All adjoining property owner information is taken from current

9. Lawrence Associates makes no guarantees to the compaction or to the nonexistence of spoils areas.

or to the nonexistence of spoils areas. 10. Other underground utilities may exist but their locations are

not known.

11. All Fences Located in conservation easements will be removed. Not shown for clarity.

12. All infrastructure, structures, buildings, and fencing will be

deeds and tax records and are considered as "Now or

<u>REVISIONS</u> BHV 4-1-25 BHV 4-21-25

Tax PIN: 645100932051, Deed Book: 187, Page Book: 323

Drawn By: BHV

Drawing no. 24/192