

FILED  
CHATHAM COUNTY NC  
LUNDAY A. RIGGSBEE  
REGISTER OF DEEDS

FILED Jan 08, 2016  
AT 11:59:26 am  
BOOK 01836  
START PAGE 0655  
END PAGE 0658  
INSTRUMENT # 00167  
EXCISE TAX (None)

**STATE OF NORTH CAROLINA  
CHATHAM COUNTY**

Prepared by:

Thomas Henry  
Assistant Attorney General  
North Carolina Department of Justice

**SPO File No. 19-AW**

**DMS Site ID 26**

**DB 1638, P 428/1.28 acres**

Return To:

Marissa Cox  
North Carolina Department of Transportation  
1598 Mail Service Center  
Raleigh, North Carolina 27699-1598

**ASSIGNMENT OF CONSERVATION EASEMENT AND RIGHT OF ACCESS**

**THIS ASSIGNMENT OF CONSERVATION EASEMENT AND RIGHT OF ACCESS** (this "Assignment") is made on the 14<sup>th</sup> day of December 2015 (the "Effective Date"), by and between the **STATE OF NORTH CAROLINA** and its successors and assigns ("Assignor") and the **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION** and its successors and assigns ("Assignee"). Each of Assignor and Assignee may be referred to individually as a "Party" or collectively as the "Parties."

**BACKGROUND**

Assignor was granted certain easements and other rights pursuant to a Conservation Easement Option Agreement dated November 14, 2011, and recorded in Book 1594, Page 732, Chatham County Registry, and a Conservation Easement and Right of Access dated August 29, 2012, and recorded in Book 1638, Page 428, Chatham County Registry (collectively, the "Conservation Easement"). Assignor has agreed to assign all of its right, title and interest in and to the Conservation Easement to Assignee.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Assignor and Assignee agree as follows:

1. Assignment of Rights. Assignor irrevocably transfers, sets over and assigns to Assignee all of Assignor's right, title and interest in, to and under the Conservation Easement.

2. Assumption of Obligations. Assignee accepts this assignment and assumes and agrees to perform and be liable for all duties and obligations in, to and under the Conservation Easement from and after the Effective Date of this Assignment.

3. Binding Effect; Assigns. This Assignment shall bind, inure to the benefit of and be enforceable by the Parties and their respective successors, assigns and mortgagees.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

5. Severability. If any term, provision or condition in this Assignment shall, to any extent, be invalid or unenforceable, the remainder of this Assignment (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

6. Interpretation. This Assignment shall be interpreted to give each of the provisions their plain meaning, and shall not be construed for or against any Party based upon such Party's drafting of the Assignment. The Recitals are incorporated into this Assignment. This Assignment may not be amended except by a written agreement executed by the Parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the Parties have signed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**STATE OF NORTH CAROLINA**

By: Speros Fleggas  
Speros Fleggas  
Special Projects Consultant  
Department of Administration

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

I, Marion B. Patrick, a Notary Public in and for the aforesaid County of Wake and the State of North Carolina, do certify that Speros Fleggas, personally came before me this day and acknowledged that he is Special Projects Consultant, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 10<sup>th</sup> day of December, 2015.

Date: 12/10/2015

By: Marion B. Patrick  
Print Name: Marion B. Patrick

[SEAL OR STAMP]

Notary Public  
My Commission Expires: 8/10/2019

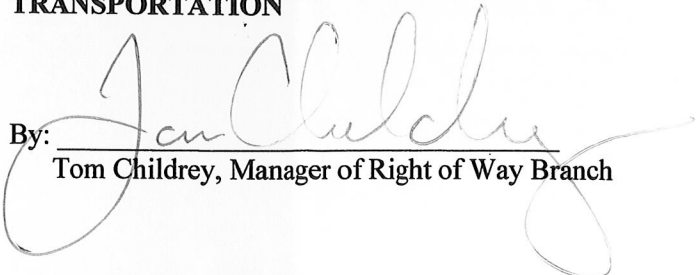


IN WITNESS WHEREOF, the Parties have signed this Assignment as of the day and year first above written.

ASSIGNEE:

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION


[NCDOT SEAL]

By:   
Tom Childrey, Manager of Right of Way Branch

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, Terry L. Niles, a Notary Public of Wake County, North Carolina, do hereby certify that Tom Childrey personally came before me this day and acknowledged that he is the Manager of Right of Way Branch for the North Carolina Department of Transportation, an agency of the State of North Carolina, and that by authority duly given, he executed the foregoing instrument.

Date: 12-14-2015

  
Official Signature of Notary

Terry L. Niles, Notary Public  
Notary Public's printed or typed name

My Commission expires: July 27, 2016

(Official Stamp or Seal)

