



Doc ID: 013433540004 Type: CRP
Recorded: 12/18/2015 at 04:29:59 PM
Fee Amt: \$26.00 Page 1 of 4
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK **3392** PG **734-737**

Mail: Peel and James
Attorneys at Law
PO Box 187
Williamston NC 27892 (SASE)

**STATE OF NORTH CAROLINA
PITT COUNTY**

Prepared by: Thomas Henry
Assistant Attorney General
North Carolina Department of Justice

**SPO File No. 074-BL
DMS Site ID 273
DB 2887, P 748/1.186 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 14th 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 and Right of Access dated August 15, 2011, recorded in Deed Book 2887, Page 748, Pitt County Registry (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

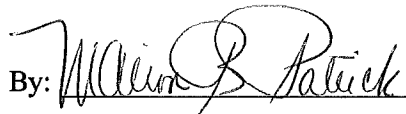
By: 
Speros Fleggas
Special Projects Consultant
Department of Administration

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.

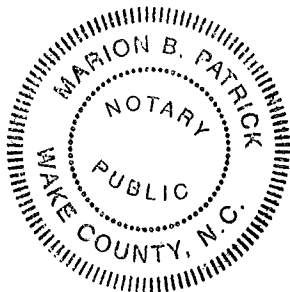
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 10th day of December, 2015.

Date: 12/10/15

By: 
Print Name: Marion B Patrick

[SEAL OR STAMP]

Notary Public
My Commission Expires: 8/10/2019

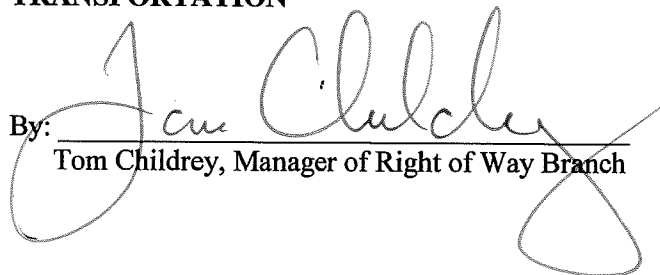


IN WITNESS WHEREOF, the Parties have signed this Assignment as of the day and year first above written.

ASSIGNEE:

**NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION**

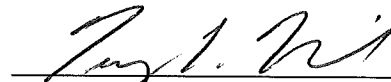
[NCDOT SEAL]

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





Doc ID: 013433550011 Type: CRP
Recorded: 12/18/2015 at 04:30:39 PM
Fee Amt: \$26.00 Page 1 of 11
Revenue Tax: \$0.00
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK **3392** PG **738-748**

Prepared by and return to:
Jeff Bandini
Parker Poe
PO Box 389
Raleigh, NC 27602-0389

****Mail:** Peel & James
Attorney at Law
PO Box 187
Williamston NC 27892 (SASE)

**AMENDMENT TO CONSERVATION EASEMENT AND EASEMENT OF INGRESS AND
EGRESS (DB 2041, PG 307) AND CONSERVATION EASEMENT AND RIGHT OF ACCESS
(DB 2887, PG 748)**

THIS AMENDMENT TO CONSERVATION EASEMENT AND EASEMENT OF INGRESS AND EGRESS AND CONSERVATION EASEMENT AND RIGHT OF ACCESS (this "Amendment") is made and entered into as of this 14th day of December, 2015 ("Effective Date"), by and between **STEPHEN R. DAY (single); JOHN C. DAY AND WIFE, JULIA DAY; JUDY T. KELLY (single); JANICE T. RILEY AND HUSBAND RICHARD J. RILEY**, and their heirs, successors and assigns (collectively, "Grantor"); and **THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION** and its successors and assigns ("NCDOT"). Each of Grantor and NCDOT may be referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

Grantor previously granted to NCDOT certain easement and other rights over, across and upon Grantor's property in Pitt County, North Carolina ("Grantor's Property"), in a Conservation Easement and Easement of Ingress and Egress dated July 25, 2005, and recorded in Deed Book 2041, Page 307, Pitt County Registry (the "NCDOT Conservation Easement"), which is incorporated herein by reference. Grantor's Property is more particularly described in the NCDOT Conservation Easement, and the area affected by the NCDOT Conservation Easement is more particularly described in the NCDOT Conservation Easement and shown on that plat recorded in Plat Book 62, Page 85, Pitt County Registry.

Grantor previously granted to the State of North Carolina and its successors and assigns (the "State") certain easement and other rights over, across and upon Grantor's Property in Pitt County, North Carolina, in a Conservation Easement and Right of Access dated August 15, 2011, and recorded in Deed Book 2887, Page 748, Pitt County Registry (the "State Conservation Easement"), which is incorporated herein by reference. The area affected by the State Conservation Easement is more particularly described in the State Conservation Easement and shown on that plat recorded in Plat Book 74, Page 118, Pitt County Registry.

The State has irrevocably transferred, set over and assigned to NCDOT all of the State's right, title and interest in, to and under the State Conservation Easement in an Assignment of Conservation

Easement and Right of Access dated _____, 2015, and recorded in Deed Book _____, Page _____, Pitt County Registry.

The Parties now desire to amend the NCDOT Conservation Easement and the State Conservation Easement in accordance with the terms and conditions of this Amendment (i) to join John C. Day and wife, Julia Day as grantors under both the NCDOT Conservation Easement and the State Conservation Easement; (ii) to confirm the legal descriptions of the areas subject to the NCDOT Conservation Easement; and (iii) to confirm NCDOT's rights to use the area subject to the NCDOT Conservation Easement and the State Conservation Easement to undertake any activities to protect, restore, manage, maintain, or overall improve stream functional values, and monitor the mitigation work as described in the Conceptual Restoration Plan.

AGREEMENT

Grantor and NCDOT for themselves and their respective successors and assigns, for Ten Dollars (\$10.00), the mutual promises and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

1. Grantors. John C. Day and wife, Julia Day, by signing this Amendment, join the NCDOT Conservation Easement and the State Conservation Easement as grantors under both the NCDOT Conservation Easement and the State Conservation Easement. All references to "Grantor," "Grantors" or any similar moniker in either the NCDOT Conservation Easement or the State Conservation Easement shall be deemed to include John C. Day and Julia Day from and after the original effective dates of the NCDOT Conservation Easement or the State Conservation Easement, respectively.

2. Conservation Easement Area. The original legal description of the "Conservation Easement Area" in the NCDOT Conservation Easement is hereby deleted and replaced in its entirety with the legal description of the Conservation Easement Area in the attached Exhibit A. The Conservation Easement Area described in the attached Exhibit A shall be deemed the "Conservation Easement Area" from and after the original effective date of the NCDOT Conservation Easement, and Grantor affirms its grant to NCDOT of all easement and other rights set forth in the NCDOT Conservation Easement as to the Conservation Easement Area in the attached Exhibit A. Grantor further grants and conveys unto NCDOT and its successors and assigns forever and in perpetuity a conservation easement in accordance with, and subject to, all terms and conditions of the NCDOT Conservation Easement over the Conservation Easement Area described in the attached Exhibit A to the extent such Conservation Easement Area covers any portion of Grantor's Property not described as part of the Conservation Easement Area in the NCDOT Conservation Easement, and NCDOT quitclaims and releases unto Grantor and its heirs, successors and assigns any portion of the Conservation Easement Area originally described in the NCDOT Conservation Easement that is not described as part of the Conservation Easement Area in the attached Exhibit A.

3. Permanent Access Easement. The original legal description of the "Permanent Access Easement" in the NCDOT Conservation Easement is hereby deleted and replaced in its entirety with the legal description of the Permanent Access Easement in the attached Exhibit B. The Permanent Access Easement described in the attached Exhibit B shall be deemed the "Permanent Access Easement" from and after the original effective date of the NCDOT Conservation Easement, and Grantor affirms its grant to NCDOT of all easement and other rights set forth in the NCDOT Conservation Easement as to the Permanent Access Easement in the attached Exhibit B.

4. Conceptual Restoration Plan. By signing this Amendment, Grantor confirms NCDOT's rights to use the Conservation Easement Area to undertake any activities to protect, restore, manage, maintain, or overall improve stream functional values, and monitor the mitigation work as described in

the Conceptual Restoration Plan more particularly described in the attached Exhibit C from and after the original effective date of the NCDOT Conservation Easement.

5. Consistency. To the extent there is an inconsistency between the NCDOT Conservation Easement and the State Conservation Easement as to any portion of the Conservation Easement Area affected by both instruments, the more restrictive provision(s) shall apply to the rights, obligations and restrictions applicable to Grantor as to the Conservation Easement Area and adjoining areas (as applicable), and the less restrictive provision(s) shall apply to the rights, obligations and restrictions applicable to NCDOT as to the Conservation Easement Area and adjoining areas (as applicable).

6. Warranties and Representations. Grantor covenants and represents to NCDOT that: (a) Grantor is the sole owner, and is seized, of Grantor's Property in fee simple and has the right to enter into this Amendment and to affirm the grant of the Conservation Easement in this Amendment; (b) Grantor's Property, the Conservation Easement Area and the Permanent Access Easement are free and clear of any and all encumbrances, except matters of public record; and (c) Grantor will warrant and defend the title to the Conservation Easement and Permanent Access Easement against the lawful claims of all persons whomsoever.

7. Binding Effect. The terms and conditions of this Amendment and the NCDOT Conservation Easement and State Conservation Easement shall run with title to Grantor's Property and shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors, assigns, agents, executors, administrators, grantees, devisees, licensees, occupants in possession, guests, invitees, and/or all other successors as their interests may appear and all employees and contractors of the Parties.

8. Effect of Amendment. Except as specifically amended by this Amendment, the NCDOT Conservation Easement and State Conservation Easement shall remain unaltered and in full force and effect and shall be interpreted to give meaning to its provisions.

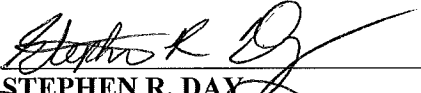
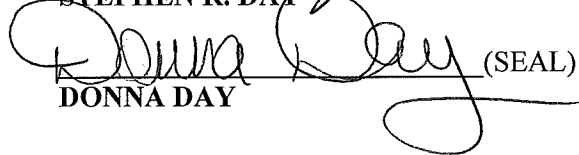
9. Entire Agreement. This Amendment contains the entire agreement and understanding between the Parties with respect to the amendment of the NCDOT Conservation Easement and State Conservation Easement and supersedes all prior or contemporaneous discussions, negotiations, or understandings relating to the subject matter of this Amendment.

10. Principles of Interpretation. In this Amendment, unless the context requires otherwise: (a) pronouns of whatever gender shall include natural persons, corporations, and associations of every kind and character; (b) the singular shall include the plural and vice versa where and as often as may be appropriate; (c) references to statutes or regulations include all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation; (d) references to contracts and agreements shall be deemed to include all amendments thereto; (e) the words "include", "includes", and "including" are to be interpreted as if they were followed by either the phrase "without limitation" or "but not limited to"; (f) headings and titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Amendment; (g) the word "shall" is mandatory; (h) all Exhibits, attachments, or documents attached to this Amendment or referred to in this Amendment are incorporated by reference into this Amendment as if fully set forth herein; and (i) whenever the terms "hereof," "hereby," "herein," or words of similar import are used in this Amendment, they shall be construed as referring to this Amendment in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

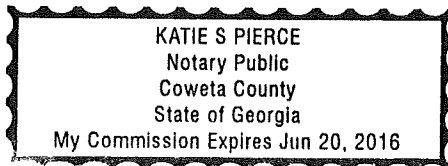
GRANTOR:

 (SEAL)
STEPHEN R. DAY
 (SEAL)
DONNA DAY

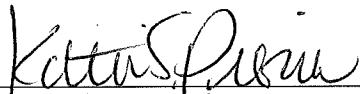
STATE OF Georgia
COUNTY OF Fayette

I, a Notary Public of the County and State aforesaid, certify that **STEPHEN R. DAY and wife, DONNA DAY**, personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: October 13, 2015



(Official Stamp or Seal)


Official Signature of Notary
Katie Pierce, Notary Public
Notary Public's printed or typed name
My Commission expires: 06/20/2016

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

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

GRANTOR:

John C. Day (SEAL)
JOHN C. DAY
Julia A. Day (SEAL)
JULIA DAY

STATE OF Florida
COUNTY OF Nassau

I, a Notary Public of the County and State aforesaid, certify that **JOHN C. DAY AND WIFE, JULIA DAY**, personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: September 14, 2015



(Official Stamp or Seal)

Meredith G. Jewell
Official Signature of Notary
Meredith G. Jewell, Notary Public
Notary Public's printed or typed name

My Commission expires: March 25, 2019

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

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

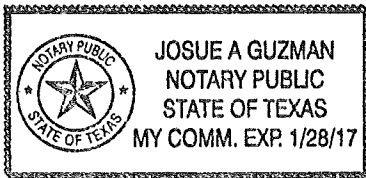
GRANTOR:

 (SEAL)
JUDY T. KELLY


STATE OF Texas
COUNTY OF Dallas

I, a Notary Public of the County and State aforesaid, certify that **JUDY T. KELLY** personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 9/21/15



(Official Stamp or Seal)


Official Signature of Notary

Josue A. Guzman, Notary Public
Notary Public's printed or typed name

My Commission expires: 1/28/17

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

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

GRANTOR:

Janice T. Riley (SEAL)
JANICE T. RILEY

Richard J. Riley (SEAL)
RICHARD J. RILEY

STATE OF NC

COUNTY OF Martin

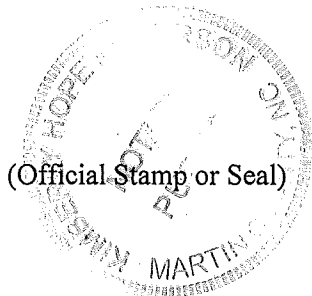
I, a Notary Public of the County and State aforesaid, certify that **JANICE T. RILEY AND HUSBAND, RICHARD J. RILEY**, personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 9-1-15

Kimberly Hope Roberson
Official Signature of Notary

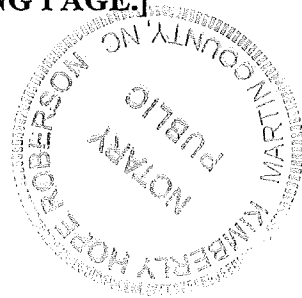
Kimberly Hope Roberson, Notary Public
Notary Public's printed or typed name

My Commission expires: 2-29-2020



(Official Stamp or Seal)

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]



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

NCDOT:

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: [Signature] (SEAL)
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

[Signature]
Official Signature of Notary

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

My Commission expires: July 27, 2016



EXHIBIT A

CONSERVATION EASEMENT AREA

BEING all of those two easement areas containing 5.315 acres and 0.535 acres, more or less, shown and designated as "Area in New Conservation Easement" on that survey recorded in Plat Book 62, at Page 85, Pitt County Registry, and all of that easement area containing 1.186 acres, more or less, shown and designated as "Area in New Conservation Easement" on that survey recorded in Plat Book 74, at Page 118, Pitt County Registry.

EXHIBIT B

PERMANENT ACCESS EASEMENT

BEING blanket easements for ingress, egress and regress on, over, under and across the property more particularly described in those Deeds recorded in Book 413, page 88 and Book 99, page 48.

EXHIBIT C

CONCEPTUAL RESTORATION PLAN

The Conceptual Restoration Plan, otherwise known as the "Oakley Crossroad Stream Restoration Plan," on file at the office of the North Carolina Department of Transportation, the Project Manager, Leilani Paugh, NCDOT and the Design Engineer being Paul Koch, Stantec Consulting Services. This plan is incorporated herein by reference.



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Revenue Tax: \$0.00
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK **3392** PG **749-755**

Prepared by and ~~return~~ to:
Jeff Bandini
Parker Poe
PO Box 389
Raleigh, NC 27602-0389

Mail: Peel and James
Attorneys at Law
PO Box 187
Williamston NC 27892
(sase)

**AMENDMENT TO CONSERVATION EASEMENT AND EASEMENT OF INGRESS AND
EGRESS (DB 1965, PG 655)**

THIS AMENDMENT TO CONSERVATION EASEMENT AND EASEMENT OF INGRESS AND EGRESS (this "Amendment") is made and entered into as of this 14th day of December, 2015 ("Effective Date"), by and between JAMES MICHAEL TAYLOR AND WIFE, THERESA S. TAYLOR, JONEY E. TAYLOR, JR. AND WIFE, BRENDA TAYLOR, JANET TAYLOR STARLING AND HUSBAND, JOHN DAVID STARLING, AND LORRAINE J. TAYLOR, WIDOW, and their heirs, successors and assigns (collectively, "Grantor"); and THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION and its successors and assigns ("NCDOT"). Each of Grantor and NCDOT may be referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

Grantor previously granted to NCDOT certain easement and other rights over, across and upon Grantor's property in Pitt County, North Carolina ("Grantor's Property"), in a Conservation Easement and Easement of Ingress and Egress dated February 7, 2005, and recorded in Deed Book 1965, Page 655, Pitt County Registry (the "Conservation Easement"), which is incorporated herein by reference. Grantor's Property is more particularly described in the Conservation Easement, and the area affected by the Conservation Easement is more particularly described in the Conservation Easement and shown on that plat recorded in Plat Book 62, Page 85, Pitt County Registry.

The Parties now desire to amend the Conservation Easement in accordance with the terms and conditions of this Amendment to correct and confirm the legal descriptions of the Grantor's Property subject to the Conservation Easement.

AGREEMENT

Grantor and NCDOT for themselves and their respective successors and assigns, for Ten Dollars (\$10.00), the mutual promises and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

1. Grantor's Property. Each reference in the Conservation Easement to Book X-46, Page 50, of the Pitt County Registry is hereby deleted and replaced in its entirety with a reference to Book X-46, Page 55, of the Pitt County Registry, including those references in the first and ninth recital paragraphs of the Conservation Easement.

2. Effect of Amendment. Except as specifically amended by this Amendment, the Conservation Easement shall remain unaltered and in full force and effect and shall be interpreted to give meaning to its provisions.

3. Entire Agreement. This Amendment contains the entire agreement and understanding between the Parties with respect to the amendment of the Conservation Easement and supersedes all prior or contemporaneous discussions, negotiations, or understandings relating to the subject matter of this Amendment.

4. Principles of Interpretation. In this Amendment, unless the context requires otherwise: (a) pronouns of whatever gender shall include natural persons, corporations, and associations of every kind and character; (b) the singular shall include the plural and vice versa where and as often as may be appropriate; (c) references to statutes or regulations include all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation; (d) references to contracts and agreements shall be deemed to include all amendments thereto; (e) the words "include", "includes", and "including" are to be interpreted as if they were followed by either the phrase "without limitation" or "but not limited to"; (f) headings and titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Amendment; (g) the word "shall" is mandatory; and (h) whenever the terms "hereof," "hereby," "herein," or words of similar import are used in this Amendment, they shall be construed as referring to this Amendment in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

GRANTOR:

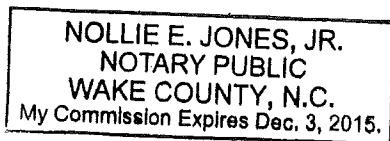
James Michael Taylor (SEAL)
JAMES MICHAEL TAYLOR
Theresa S. Taylor (SEAL)
THERESA S. TAYLOR

STATE OF NC

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that **JAMES MICHAEL TAYLOR and wife, THERESA S. TAYLOR** personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 09/03/2015



(Official Stamp or Seal)

Nollie E. Jones, Jr.
Official Signature of Notary

NOLLIE E. JONES JR. Notary Public
Notary Public's printed or typed name

My Commission expires: 12/03/2015

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

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

GRANTOR:

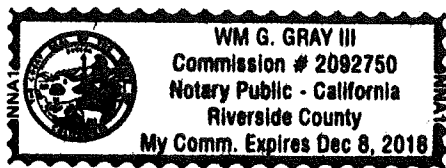
Joney E. Taylor Jr. (SEAL)
JONEY E. TAYLOR, JR.

Brenda Taylor (SEAL)
BRENDA TAYLOR

STATE OF California
COUNTY OF Riverside

I, a Notary Public of the County and State aforesaid, certify that **JONEY E. TAYLOR, JR. and wife, BRENDA TAYLOR**, personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 9/4/15



(Official Stamp or Seal)

[Signature]
Official Signature of Notary

WM G. Gray III, Notary Public
Notary Public's printed or typed name

My Commission expires: Dec 8, 2018

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

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

GRANTOR:

 (SEAL)
JANET TAYLOR STARLING


 (SEAL)
JOHN DAVID STARLING

STATE OF NC

COUNTY OF PIH

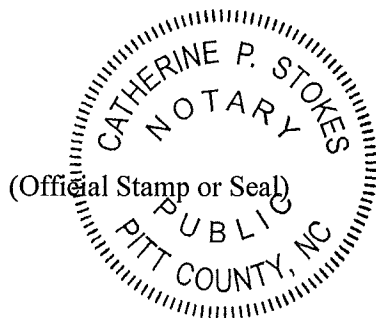
I, a Notary Public of the County and State aforesaid, certify that **JANET TAYLOR STARLING and husband, JOHN DAVID STARLING** personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 9-17-15


Official Signature of Notary

Catherine P. Stokes, Notary Public
Notary Public's printed or typed name


My Commission expires: 2-3-20



[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

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

GRANTOR:

 (SEAL)
Janet T. Starling as Attorney in
Fact for Lorraine J. Taylor

STATE OF NC

COUNTY OF Pitt

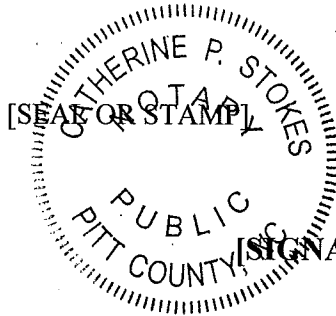
I Catherine P. Stokes, a Notary Public for Pitt County, North Carolina, do hereby certify that Janet T. Starling, Attorney-in-Fact for Lorraine J. Taylor, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of Lorraine J. Taylor, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Pitt County, North Carolina, Register of Deeds at Book 2194, Page 830, on the 27th day of September, 2006, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney; that the said Lorraine J. Taylor acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Lorraine J. Taylor.

Date: 9-17-15

By: 

Print Name: Catherine P. Stokes, Notary Public

My Commission Expires: 2-3-20



[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

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

NCDOT:

**NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION**

By: *Tom Childrey* (SEAL)
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

Terry L. Niles
Official Signature of Notary

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

My Commission expires: July 27, 2016



Doc ID: 013433570016 Type: CRP
Recorded: 12/18/2015 at 04:31:12 PM
Fee Amt: \$30.00 Page 1 of 16
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 3392 PG 756-771

Prepared by and ~~return~~ to:
Jeff Bandini
Parker Poe
PO Box 389
Raleigh, NC 27602-0389

Mail: Peel and James
Attorneys at Law
PO Box 187
Williamston NC 27892 (SASE)

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 14th day of December, 2015 ("Effective Date"), by and between **JAMES MICHAEL TAYLOR** and wife, **THERESA S. TAYLOR**, **JONEY E. TAYLOR, JR.** and wife, **BRENDA TAYLOR**, **JANET TAYLOR STARLING** and husband, **JOHN DAVID STARLING**, and **LORRAINE J. TAYLOR**, widow (collectively, "Grantor"), and **JANICE T. RILEY** and husband, **RICHARD R. RILEY**, **JUDY T. KELLY**, unmarried, **STEPHEN R. DAY**, unmarried, **JOHN C. DAY** and wife, **JULIA DAY** (collectively, "Grantee"), and the **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ("NCDOT")**. Each of Grantor, Grantee, and NCDOT may be referred to individually as a "Party" and collectively as the "Parties." Each of Grantee and NCDOT may be referred to individually as a "Grantee Party" and collectively as the "Grantee Parties."

BACKGROUND

Grantor owns a tract of land containing 51.42 acres, more or less, in Pitt County, North Carolina, which is more particularly described in the attached Exhibit A (the "Burdened Property"). Grantee owns two adjoining tracts of land containing 18.04 acres ("Grantee Tract 1") and 25.631 acres ("Grantee Tract 2"), more or less, which are more particularly described in the attached Exhibit B (the "Benefited Property"). Each of the Burdened Property and the Benefited Property are sometimes referred to individually as a "Property" and collectively as the "Properties."

Grantor previously granted to NCDOT certain easement and other rights over, across, and upon the Burdened Property in a Conservation Easement and Easements of Ingress and Egress recorded August 15, 2005 in Book 1965, Page 655, Pitt County Registry, and Grantee previously granted to NCDOT certain easement and other rights over, across, and upon the Benefited Property in a Conservation Easement and Easements of Ingress and Egress recorded December 19, 2005 in Book 2041, Page 307, Pitt County Registry, as amended in Book 3392, Page 749, Pitt County Registry (collectively, the "Conservation Easements").

Grantor now desires to grant certain easement rights across the Burdened Property for the benefit of the Benefited Property and the Conservation Easements in accordance with the terms and conditions of this Agreement.

AGREEMENT

Grantor, Grantee, and NCDOT, for themselves and their respective successors and assigns, for Ten Dollars (\$10.00), the mutual promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

1. Easement. Grantor hereby grants unto each of Grantee and NCDOT, separately and individually, a permanent, nonexclusive easement over, across, and upon the Burdened Property for the benefit of the Benefited Property and the Conservation Easements, which easement is more particularly described on the attached Exhibit C (the "Easement"), for the following purposes:

a. To use the Easement for access to each of the Benefited Property and the lands and waters of the Conservation Easements;

b. Subject to Section 3 of this Agreement, to construct, install, operate, maintain, repair, reconstruct, replace, and/or remove a driveway and other improvements, including landscaping, drainage facilities retaining walls, slopes, and other facilities, on, over, and under the Burdened Property for pedestrian and vehicular access, ingress, egress, and delivery to the Benefited Property and the lands and waters of the Conservation Easements; and

c. Subject to Section 3 of this Agreement, to cut and/or clear any or all vegetation and debris from the Easement as Grantee or NCDOT deems reasonably necessary in exercising the rights granted in this Agreement.

The non-use, discontinuance, or termination of any purpose specified above in (a), (b), or (c) shall in no way affect the survival or continued validity of the Easement or any other purpose set forth above.

2. Cost of Maintenance. Grantor and Grantee shall share equally the cost for the maintenance and repair of the Easement. Either Grantor or Grantee shall have the right to perform any maintenance or repair on the Easement with no less than thirty (30) days prior written notice to the other Party, and the other Party shall reimburse the performing Party within fifteen (15) days after receiving a written invoice for their share of the work completed from the performing Party. Neither Grantor nor Grantee shall unreasonably obstruct access over the Easement during any period during which maintenance or repair work is being performed on the Easement. Notwithstanding anything to the contrary in this Agreement, NCDOT shall have no obligation to maintain the Easement or to contribute to the cost of maintenance or repair of the Easement.

3. Approval of Maintenance. Notwithstanding anything to the contrary in this Agreement, Grantor and Grantee shall only be authorized under this Agreement to perform any maintenance, repair, or other work within the Conservation Easements within the boundaries of the Easement, and in no event shall either Grantor or Grantee perform, or permit to be performed, any work outside the boundaries of the Easement. Prior to either Grantor or Grantee performing or undertaking any maintenance, repair, or other activity within the Easement or removing any vegetation or obstructions from the Easement, the Party intending to perform or undertake the work shall submit plans for the work to NCDOT for its prior written approval, which approval shall not be unreasonably withheld or delayed so long as the proposed work is consistent with the Conservation Easements and will not affect, in NCDOT's sole discretion, NCDOT's Ecosystem Enhancement Program (EEP) mitigation site downstream from the Conservation Easements.

4. Easement Term. The easement rights granted in this Agreement shall commence as of the Effective Date and shall be perpetual; provided, with respect to NCDOT and the Conservation Easements, the easement rights granted in this Agreement shall run conterminously with each Conservation Easement and shall

terminate upon the expiration or termination of both Conservation Easements.

5. Grantee's Right to Terminate; Effect of Termination by Grantee. Either Grantee or NCDOT shall have the right to terminate their rights under this Agreement at any time, without cause, by providing Grantor and the other Grantee Party with written notice of termination. Upon such termination, the rights of the Grantee Party terminating its rights under this Agreement shall terminate, and such Grantee Party shall have no further rights or duties under this Agreement.

6. Interference. From and after the Effective Date and continuing until the Agreement is terminated, (i) Grantor shall have the right to use the Easement in any manner that will not interfere with the rights of Grantee or NCDOT; and (ii) neither Grantee nor NCDOT shall use the Easement in any manner that disrupts any utilities located within the Easement serving the Burdened Property. Subject to Section 3 of this Agreement, each of Grantee and NCDOT shall have the right under this Agreement to remove obstructions from the Easement, including vegetation, that may encroach upon, interfere with, or present a hazard to the use of the Easement by either Grantee or NCDOT. Grantor shall be solely responsible for the cost incurred by either Grantee or NCDOT to remove any obstruction placed on the Easement by Grantor that interferes with the rights of Grantee or NCDOT to use the Easement.

7. Governmental Regulations and Permits. The Parties shall comply with all applicable governmental regulations and permits in their exercise and enjoyment of the rights and obligations granted in this Agreement.

8. Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of the Easement or any portion of the Burdened Property to the general public or for any public use or purpose whatsoever except as expressly provided herein.

9. Binding Effect. The terms and conditions of this Agreement and the Easement shall run with title to the Properties and shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors, assigns, agents, executors, administrators, grantees, devisees, licensees, occupants in possession, guests, invitees, and/or all other successors as their interests may appear and all employees and contractors of the Parties. The rights granted in this Agreement to Grantee and NCDOT are individual and separate, and such rights that benefit the Benefited Property and Conservation Easements shall be deemed to benefit, and run with title to, each of Grantee Tract 1 and Grantee Tract 2 and each Conservation Easement. Nothing in this Agreement shall be deemed to modify, abridge, or otherwise affect the rights, duties, and obligations granted, reserved, or set forth in the Conservation Easements.

10. No Partnership. Nothing in this Agreement shall be construed to make the Parties partners or a joint-venture or render any Party liable for the debts or obligations of another Party.

11. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the Easement and supersedes all prior or contemporaneous discussions, negotiations, or understandings relating to the subject matter of this Agreement.

12. Amendments. This Agreement may be amended, modified, or terminated at any time only by an agreement in writing executed and acknowledged by the Parties or their respective successors in title.

13. Interpretation. In this Agreement, unless the context requires otherwise: (a) pronouns of whatever gender shall include natural persons, corporations, and associations of every kind and character; (b) the singular shall include the plural and vice versa where and as often as may be appropriate; (c) references to statutes or regulations include all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation; (d) references to contracts and agreements shall be deemed to include all amendments thereto; (e) the

words "include", "includes", and "including" are to be interpreted as if they were followed by either the phrase "without limitation" or "but not limited to"; (f) references to an "Article", "Section", "section", or "paragraph" shall mean an article or section of this Agreement; (g) headings and titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Agreement; (h) the word "shall" is mandatory; (i) all Exhibits, attachments, or documents attached to this Agreement or referred to in this Agreement are incorporated by reference into this Agreement as if fully set forth herein; and (j) whenever the terms "hereof," "hereby," "herein," or words of similar import are used in this Agreement, they shall be construed as referring to this Agreement in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

GRANTOR:

By: James Michael Taylor (SEAL)
James Michael Taylor

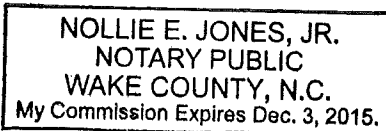
By: Theresa S. Taylor (SEAL)
Theresa S. Taylor

STATE OF NC

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that James Michael Taylor and Theresa S. Taylor personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 09/03/2015



(Official Stamp or Seal)

Nollie E. Jones, Jr.
Official Signature of Notary

Nollie E. Jones, Jr., Notary Public
Notary Public's printed or typed name

My Commission expires: 12/03/2015

[SIGNATURES CONTINUE ON FOLLOWING PAGES.]

GRANTOR:

By: Joney E. Taylor, Jr. (SEAL)
Joney E. Taylor, Jr.

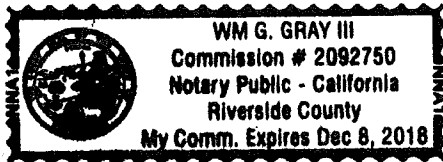
By: Brenda Taylor (SEAL)
Brenda Taylor

STATE OF California

COUNTY OF Riverside

I, a Notary Public of the County and State aforesaid, certify that Joney E. Taylor, Jr. and Brenda Taylor personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 9/4/15



(Official Stamp or Seal)

WM G. Gray III
Official Signature of Notary

WM G. Gray III, Notary Public
Notary Public's printed or typed name

My Commission expires: Dec 8, 2018

[SIGNATURES CONTINUE ON FOLLOWING PAGES.]

GRANTOR:

By: Janet Taylor Starling (SEAL)
Janet Taylor Starling

By: John David Starling (SEAL)
John David Starling

STATE OF NC

COUNTY OF PH

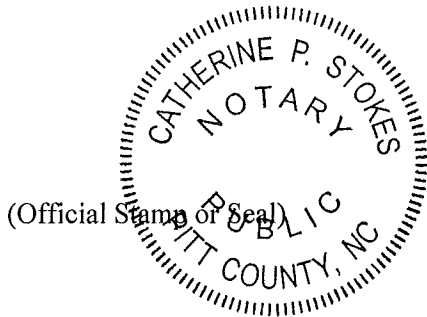
I, a Notary Public of the County and State aforesaid, certify that Janet Taylor Starling and John David Starling personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 9-17-15

Catherine P. Stokes
Official Signature of Notary

Catherine P. Stokes, Notary Public
Notary Public's printed or typed name

My Commission expires: 2-3-20



[SIGNATURES CONTINUE ON FOLLOWING PAGES.]

GRANTOR:

By: _____

Janet T. Starling,
as Attorney-in-Fact for
Lorraine J. Taylor

(SEAL)

STATE OF NC

COUNTY OF Pitt

I Catherine P. Stokes, a Notary Public for Pitt County, North Carolina, do hereby certify that Janet T. Starling, Attorney-in-Fact for Lorraine J. Taylor, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of Lorraine J. Taylor, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Pitt County, North Carolina, Register of Deeds at Book 2194, Page 830, on the 27th day of September, 2006, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney; that the said Lorraine J. Taylor acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Lorraine J. Taylor.

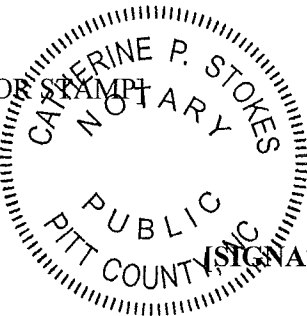
Date: 9-17-15

By: Catherine P. Stokes

Print Name: Catherine P. Stokes, Notary Public

My Commission Expires 2-3-20

[SEAL OR STAMP]



SIGNATURES CONTINUE ON FOLLOWING PAGES.]

GRANTEE:

By: Janice T. Riley (SEAL)
Janice T. Riley

By: Richard R. Riley (SEAL)
Richard R. Riley

STATE OF NC

COUNTY OF Martin

I, a Notary Public of the County and State aforesaid, certify that Janice T. Riley and Richard R. Riley personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 9-1-15

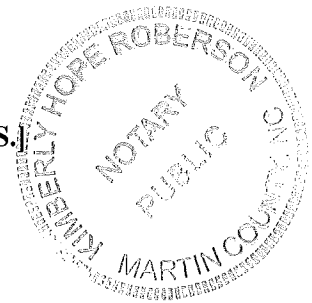
Kimberly Hope Roberson
Official Signature of Notary

Kimberly Hope Roberson, Notary Public
Notary Public's printed or typed name


My Commission expires: 2-29-2020

(Official Stamp or Seal)

[SIGNATURES CONTINUE ON FOLLOWING PAGES.]



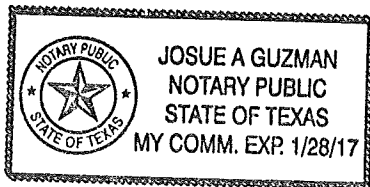
GRANTEE:

By:  (SEAL)
Judy T. Kelly


STATE OF Texas
COUNTY OF Dallas

I, a Notary Public of the County and State aforesaid, certify that Judy T. Kelly personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 9/21/15



(Official Stamp or Seal)


Official Signature of Notary

Josue A. Guzman, Notary Public
Notary Public's printed or typed name

My Commission expires: 1/28/17

[SIGNATURES CONTINUE ON FOLLOWING PAGES.]

GRANTEE:

By: Stephen R. Day (SEAL)
Stephen R. Day

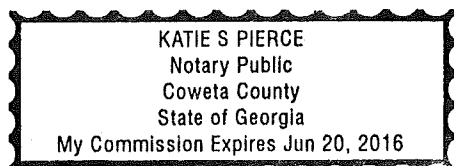
By: Donna Day (SEAL)
Donna Day

STATE OF Georgia

COUNTY OF Fayette

I, a Notary Public of the County and State aforesaid, certify that Stephen R. Day and wife, Donna Day personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: October 13, 2015



(Official Stamp or Seal)

Katie S. Pierce
Official Signature of Notary

Katie Pierce, Notary Public
Notary Public's printed or typed name

My Commission expires: 06/20/2016

[SIGNATURES CONTINUE ON FOLLOWING PAGES.]

GRANTEE:

By: John C. Day (SEAL)
John C. Day

By: Julia A. Day (SEAL)
Julia Day
A.

STATE OF Florida

COUNTY OF Nassau

I, a Notary Public of the County and State aforesaid, certify that John C. Day and Julia Day personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: September 14, 2015

Meredith G. Jewell
Official Signature of Notary

Meredith G. Jewell, Notary Public
Notary Public's printed or typed name

My Commission expires: March 25, 2019

(Official Stamp or Seal)



[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

NCDOT:

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

By: *Tom Childrey* (SEAL)
Tom Childrey, Manager of Right of Way

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

Terry L. Niles
Official Signature of Notary

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

My Commission expires: July 27, 2016



Exhibit A

Description of Burdened Property

BEING a tract or parcel of land lying in the Carolina Township, Pitt County, North Carolina, containing 51.42 acres, more or less, more particularly shown as "Tract 1" and "Tract 3" on that plat titled, "A Division of Part of the Ella T. Roebuck Property" dated December 12, 1977, prepared by McDavid Associates, Inc., and recorded in Map Book 27, Page 14, in the Pitt County Registry.

BEING the same property described in that Deed from James Curtis Taylor and wife, Julia R. Taylor, to Joney Earl Taylor, recorded in Book D-47, Page 456, Pitt County Registry.

Exhibit B

Description of the Benefited Property

BEING all of "Tract 1" containing 18.04 acres, more or less, and all of "Tract 2" containing 25.631 acres, more or less, as more particularly shown on that plat titled, "Survey for Samuel Roebuck" dated February 24, 2014, prepared by Roanoke Land Surveying, and recorded in Map Book 79, Page 103, in the Pitt County Registry.

BEING the same property described in that Deed from James Curtis Taylor and wife, Julia R. Taylor to Joan T. Day, Janice T. Riley, and Judy T. Kelly recorded in Book 413, Page 88, in the Pitt County Registry.

Exhibit C

Description of Easement

BEING a 30-foot wide easement over, across, and upon the Burdened Property, as more particularly shown and described as a "Proposed 30' Ingress/Egress Easement" on that plat titled, "Survey for Samuel Roebuck" dated February 24, 2014, prepared by Roanoke Land Surveying, and recorded in Map Book 79, Page 103, in the Pitt County Registry.



Doc ID: 013436410012 Type: CRP
Recorded: 12/22/2015 at 03:26:03 PM
Fee Amt: \$26.00 Page 1 of 12
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK **3394** PG **124-135**

AFFIDAVIT OF CORRECTION OF TYPOGRAPHICAL OR OTHER MINOR ERROR

[N.C.G.S. 47-36.1]

Pickup

Prepared by: Richard S. James Attorney

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the Amendment to Conservation Easement and Easement of Ingress and Egress and Conservation Easement and Right of Access (name or type of original instrument being corrected) recorded on December 18, 2015 (date) in Deed Book 3392, Page 738, Pitt County Registry, by and between Stephen R. Day, Donna Day, John C. Day and wife Julia Day; Judy T. Kelly, Janice T. Riley and Richard J. Riley and The North Carolina Department of Transportation [original parties) contained the following *typographical or other minor error*:

The date and book and page of recording of an Assignment of Conservation Easement and Right of Access recorded immediately preceding the Amendment to Conservation Easement referenced above in this affidavit was to be inserted on page two(2) of said amendment and the undersigned recording Attorney failed to do so.

Affiant makes this Affidavit for the purpose of correcting the above-described instrument as follows: To indicate the date of and the recording information for the referenced Assignment of Conservation Easement and Right of Access document that was inadvertently omitted on Page Two(2) of the Amendment to Conservation Easement referenced above. The information to be inserted was: Assignment of Conservation Easement and Right of Access dated December 14, 2015, and recorded in Deed Book 3392 Page 734, Pitt County Registry and said recording information is hereby by reference made a part of that Amendment to Conservation Easement recorded on December 18, 2015 in Deed Book 3392, Page 738 Pitt County Registry.

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

☐ Drafter of original instrument being corrected
☐ Closing attorney for transaction involving instrument being corrected
☒ Attorney for grantor/mortgagor named above in instrument being corrected
☐ Owner of the property described in instrument being corrected
☐ Other (Explain: _____)

A copy of the original instrument (in part or in whole) (XX) is / () is not attached.

This 21st Day of December, 2015

Signature of Affiant

Print or Type Name: Richard S. James Attorney

Signature of Affiant

Print or Type Name: _____

State of NC County of Martin

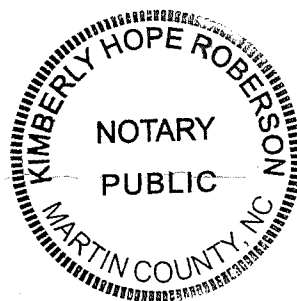
Signed and sworn to (or affirmed) before me, this the 21st day of December, 2015.

My Commission Expires:

2-29-2020

Kimberly Hope Roberson
Notary Public

(Affix
Official/Notary
Seal)



Doc ID: 013433550011 Type: CRP
Recorded: 12/18/2015 at 04:30:39 PM
Fee Amt: \$26.00 Page 1 of 11
Revenue Tax: \$0.00
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK **3392** PG **738-748**

Prepared by and return to:
Jeff Bandini
Parker Poe
PO Box 389
Raleigh, NC 27602-0389

****Mail:** Peel & James
Attorney at Law
PO Box 187
Williamston NC 27892 (SASE)

**AMENDMENT TO CONSERVATION EASEMENT AND EASEMENT OF INGRESS AND
EGRESS (DB 2041, PG 307) AND CONSERVATION EASEMENT AND RIGHT OF ACCESS
(DB 2887, PG 748)**

THIS AMENDMENT TO CONSERVATION EASEMENT AND EASEMENT OF INGRESS AND EGRESS AND CONSERVATION EASEMENT AND RIGHT OF ACCESS (this "Amendment") is made and entered into as of this 14th day of December, 2015 ("Effective Date"), by and between **STEPHEN R. DAY (single); JOHN C. DAY AND WIFE, JULIA DAY; JUDY T. KELLY (single); JANICE T. RILEY AND HUSBAND RICHARD J. RILEY**, and their heirs, successors and assigns (collectively, "Grantor"); and **THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION** and its successors and assigns ("NCDOT"). Each of Grantor and NCDOT may be referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

Grantor previously granted to NCDOT certain easement and other rights over, across and upon Grantor's property in Pitt County, North Carolina ("Grantor's Property"), in a Conservation Easement and Easement of Ingress and Egress dated July 25, 2005, and recorded in Deed Book 2041, Page 307, Pitt County Registry (the "NCDOT Conservation Easement"), which is incorporated herein by reference. Grantor's Property is more particularly described in the NCDOT Conservation Easement, and the area affected by the NCDOT Conservation Easement is more particularly described in the NCDOT Conservation Easement and shown on that plat recorded in Plat Book 62, Page 85, Pitt County Registry.

Grantor previously granted to the State of North Carolina and its successors and assigns (the "State") certain easement and other rights over, across and upon Grantor's Property in Pitt County, North Carolina, in a Conservation Easement and Right of Access dated August 15, 2011, and recorded in Deed Book 2887, Page 748, Pitt County Registry (the "State Conservation Easement"), which is incorporated herein by reference. The area affected by the State Conservation Easement is more particularly described in the State Conservation Easement and shown on that plat recorded in Plat Book 74, Page 118, Pitt County Registry.

The State has irrevocably transferred, set over and assigned to NCDOT all of the State's right, title and interest in, to and under the State Conservation Easement in an Assignment of Conservation

Easement and Right of Access dated 12-14, 2015, and recorded in Deed Book 3392, Page 734, Pitt County Registry.

The Parties now desire to amend the NCDOT Conservation Easement and the State Conservation Easement in accordance with the terms and conditions of this Amendment (i) to join John C. Day and wife, Julia Day as grantors under both the NCDOT Conservation Easement and the State Conservation Easement; (ii) to confirm the legal descriptions of the areas subject to the NCDOT Conservation Easement; and (iii) to confirm NCDOT's rights to use the area subject to the NCDOT Conservation Easement and the State Conservation Easement to undertake any activities to protect, restore, manage, maintain, or overall improve stream functional values, and monitor the mitigation work as described in the Conceptual Restoration Plan.

AGREEMENT

Grantor and NCDOT for themselves and their respective successors and assigns, for Ten Dollars (\$10.00), the mutual promises and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

1. Grantors. John C. Day and wife, Julia Day, by signing this Amendment, join the NCDOT Conservation Easement and the State Conservation Easement as grantors under both the NCDOT Conservation Easement and the State Conservation Easement. All references to "Grantor," "Grantors" or any similar moniker in either the NCDOT Conservation Easement or the State Conservation Easement shall be deemed to include John C. Day and Julia Day from and after the original effective dates of the NCDOT Conservation Easement or the State Conservation Easement, respectively.

2. Conservation Easement Area. The original legal description of the "Conservation Easement Area" in the NCDOT Conservation Easement is hereby deleted and replaced in its entirety with the legal description of the Conservation Easement Area in the attached Exhibit A. The Conservation Easement Area described in the attached Exhibit A shall be deemed the "Conservation Easement Area" from and after the original effective date of the NCDOT Conservation Easement, and Grantor affirms its grant to NCDOT of all easement and other rights set forth in the NCDOT Conservation Easement as to the Conservation Easement Area in the attached Exhibit A. Grantor further grants and conveys unto NCDOT and its successors and assigns forever and in perpetuity a conservation easement in accordance with, and subject to, all terms and conditions of the NCDOT Conservation Easement over the Conservation Easement Area described in the attached Exhibit A to the extent such Conservation Easement Area covers any portion of Grantor's Property not described as part of the Conservation Easement Area in the NCDOT Conservation Easement, and NCDOT quitclaims and releases unto Grantor and its heirs, successors and assigns any portion of the Conservation Easement Area originally described in the NCDOT Conservation Easement that is not described as part of the Conservation Easement Area in the attached Exhibit A.

3. Permanent Access Easement. The original legal description of the "Permanent Access Easement" in the NCDOT Conservation Easement is hereby deleted and replaced in its entirety with the legal description of the Permanent Access Easement in the attached Exhibit B. The Permanent Access Easement described in the attached Exhibit B shall be deemed the "Permanent Access Easement" from and after the original effective date of the NCDOT Conservation Easement, and Grantor affirms its grant to NCDOT of all easement and other rights set forth in the NCDOT Conservation Easement as to the Permanent Access Easement in the attached Exhibit B.

4. Conceptual Restoration Plan. By signing this Amendment, Grantor confirms NCDOT's rights to use the Conservation Easement Area to undertake any activities to protect, restore, manage, maintain, or overall improve stream functional values, and monitor the mitigation work as described in

the Conceptual Restoration Plan more particularly described in the attached Exhibit C from and after the original effective date of the NCDOT Conservation Easement.

5. Consistency. To the extent there is an inconsistency between the NCDOT Conservation Easement and the State Conservation Easement as to any portion of the Conservation Easement Area affected by both instruments, the more restrictive provision(s) shall apply to the rights, obligations and restrictions applicable to Grantor as to the Conservation Easement Area and adjoining areas (as applicable), and the less restrictive provision(s) shall apply to the rights, obligations and restrictions applicable to NCDOT as to the Conservation Easement Area and adjoining areas (as applicable).

6. Warranties and Representations. Grantor covenants and represents to NCDOT that: (a) Grantor is the sole owner, and is seized, of Grantor's Property in fee simple and has the right to enter into this Amendment and to affirm the grant of the Conservation Easement in this Amendment; (b) Grantor's Property, the Conservation Easement Area and the Permanent Access Easement are free and clear of any and all encumbrances, except matters of public record; and (c) Grantor will warrant and defend the title to the Conservation Easement and Permanent Access Easement against the lawful claims of all persons whomsoever.

7. Binding Effect. The terms and conditions of this Amendment and the NCDOT Conservation Easement and State Conservation Easement shall run with title to Grantor's Property and shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors, assigns, agents, executors, administrators, grantees, devisees, licensees, occupants in possession, guests, invitees, and/or all other successors as their interests may appear and all employees and contractors of the Parties.

8. Effect of Amendment. Except as specifically amended by this Amendment, the NCDOT Conservation Easement and State Conservation Easement shall remain unaltered and in full force and effect and shall be interpreted to give meaning to its provisions.

9. Entire Agreement. This Amendment contains the entire agreement and understanding between the Parties with respect to the amendment of the NCDOT Conservation Easement and State Conservation Easement and supersedes all prior or contemporaneous discussions, negotiations, or understandings relating to the subject matter of this Amendment.

10. Principles of Interpretation. In this Amendment, unless the context requires otherwise: (a) pronouns of whatever gender shall include natural persons, corporations, and associations of every kind and character; (b) the singular shall include the plural and vice versa where and as often as may be appropriate; (c) references to statutes or regulations include all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation; (d) references to contracts and agreements shall be deemed to include all amendments thereto; (e) the words "include", "includes", and "including" are to be interpreted as if they were followed by either the phrase "without limitation" or "but not limited to"; (f) headings and titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Amendment; (g) the word "shall" is mandatory; (h) all Exhibits, attachments, or documents attached to this Amendment or referred to in this Amendment are incorporated by reference into this Amendment as if fully set forth herein; and (i) whenever the terms "hereof," "hereby," "herein," or words of similar import are used in this Amendment, they shall be construed as referring to this Amendment in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

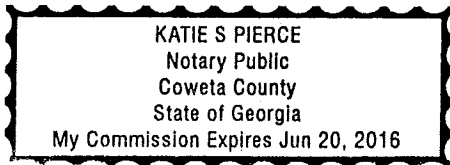
GRANTOR:

Stephen R. Day (SEAL)
STEPHEN R. DAY
Donna Day (SEAL)
DONNA DAY

STATE OF Georgia
COUNTY OF Fayette

I, a Notary Public of the County and State aforesaid, certify that **STEPHEN R. DAY and wife, DONNA DAY**, personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: October 13, 2015



(Official Stamp or Seal)

Katie S. Pierce
Official Signature of Notary
Katie Pierce, Notary Public
Notary Public's printed or typed name
My Commission expires: 06/20/2016

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

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

GRANTOR:

John C. Day (SEAL)
JOHN C. DAY
Julia A. Day (SEAL)
JULIA DAY

STATE OF

Florida

COUNTY OF

Nassau

I, a Notary Public of the County and State aforesaid, certify that **JOHN C. DAY AND WIFE, JULIA DAY**, personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date:

September 14, 2015



(Official Stamp or Seal)

Meredith G. Jewell
Official Signature of Notary


Meredith G. Jewell, Notary Public
Notary Public's printed or typed name

My Commission expires: March 25, 2019

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

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

GRANTOR:

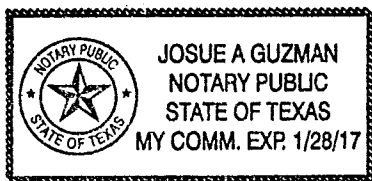
 (SEAL)
JUDY T. KELLY

STATE OF Texas


COUNTY OF Dallas

I, a Notary Public of the County and State aforesaid, certify that JUDY T. KELLY personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 9/21/15



(Official Stamp or Seal)


Official Signature of Notary

Josue A. Guzman, Notary Public
Notary Public's printed or typed name

My Commission expires: 1/28/17

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

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

GRANTOR:

Janice T. Riley (SEAL)
JANICE T. RILEY

Richard J. Riley (SEAL)
RICHARD J. RILEY

STATE OF NC

COUNTY OF Martin

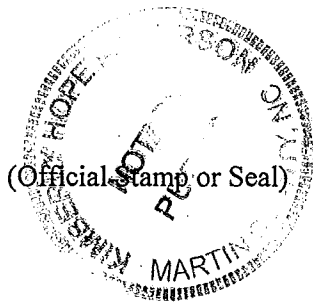
I, a Notary Public of the County and State aforesaid, certify that **JANICE T. RILEY AND HUSBAND, RICHARD J. RILEY**, personally appeared before me this day and acknowledged the signing of the foregoing instrument.

Date: 9-1-15

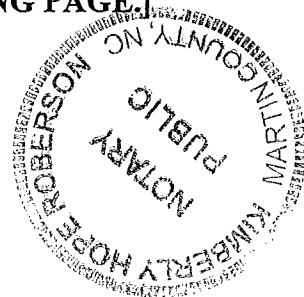
Kimberly Hope Roberson
Official Signature of Notary

Kimberly Hope Roberson, Notary Public
Notary Public's printed or typed name

My Commission expires: 2-29-2020



[SIGNATURES CONTINUE ON FOLLOWING PAGE.]



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

NCDOT:

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: *Tom Childrey* (SEAL)
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

Terry L. Niles
Official Signature of Notary

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

My Commission expires: July 27, 2016



EXHIBIT A

CONSERVATION EASEMENT AREA

BEING all of those two easement areas containing 5.315 acres and 0.535 acres, more or less, shown and designated as "Area in New Conservation Easement" on that survey recorded in Plat Book 62, at Page 85, Pitt County Registry, and all of that easement area containing 1.186 acres, more or less, shown and designated as "Area in New Conservation Easement" on that survey recorded in Plat Book 74, at Page 118, Pitt County Registry.

EXHIBIT B

PERMANENT ACCESS EASEMENT

BEING blanket easements for ingress, egress and regress on, over, under and across the property more particularly described in those Deeds recorded in Book 413, page 88 and Book 99, page 48.

EXHIBIT C

CONCEPTUAL RESTORATION PLAN

The Conceptual Restoration Plan, otherwise known as the "Oakley Crossroad Stream Restoration Plan," on file at the office of the North Carolina Department of Transportation, the Project Manager, Leilani Paugh, NCDOT and the Design Engineer being Paul Koch, Stantec Consulting Services. This plan is incorporated herein by reference.