

**INDEXED**



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WAYNE COUNTY, NC  
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30-126

STATE OF NORTH CAROLINA

P.I.N. #

COUNTY OF WAYNE

PREPARED BY: Tammy A. Bouchelle  
Assistant Attorney General  
North Carolina Department of Justice

RETURN TO: Marissa Rodman  
North Carolina Department of Transportation  
Natural Environment Unit  
1598 Mail Service Center  
Raleigh, NC 27699-1598

**CONSERVATION EASEMENT IN PERPETUITY**

This Conservation Easement is granted on this 14<sup>th</sup> day of March, 2011 by the NORTH CAROLINA DIVISION OF FOREST RESOURCES, A DIVISION OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, having an address of 1616 Mail Service Center, Raleigh, NC 27699-1616 ("NCDFR" or "Grantor"), to THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, its successors and assigns, having an address of 1598 Mail Service Center, Raleigh, NC 27699-1598 ("NCDOT" or "Grantee").

The designation Grantor and Grantee (collectively, the "Parties") as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.



Grantor is the sole owner in fee simple of certain real property more particularly described in Deed Books 430, Page 203, Book, 439, Page 203, Book, 401, Page 291, Book 474, Page 318, of the Wayne County Registry, which consists of approximately 31.83 acres, more or less, located near Goldsboro, Wayne County, North Carolina on NCDNR Claridge Nursery property (the "Property").

An unnamed main stem reach (M1) and two unnamed tributaries (UT1 and UT2) that empty into the main stem flows through the Property (collectively, "the streams"). Via this conservation easement, NCDOT is acquiring the rights to perform stream restoration on the portion of the streams flowing through the Property pursuant to the Draft Technical Memorandum dated December 18, 2007, and Final Technical Memorandum, to be developed at a later date (collectively, the "Stream Mitigation Work").

Grantor is willing to grant to Grantee a perpetual conservation easement over an area of the Property consisting of approximately 31.83 acres (the "Conservation Easement Area"), thereby restricting and limiting the use of land within the Conservation Easement Area to the terms and conditions and for the purposes hereinafter set forth.

NCDOT is an agency of the State of North Carolina whose purpose includes the construction of transportation projects for public use and who has the authority to acquire land for the purpose of mitigating the environmental impacts of these transportation projects.

The purposes of the Conservation Easement are to permit the performance of the Stream Mitigation Work; to preserve, enhance, and maintain the natural features and resources of the Conservation Easement Area; to provide habitat for native plants and animals; to improve and maintain water quality; to control runoff of sediment; to prevent any use of the Conservation Easement Area that will significantly impair or interfere with these purposes; and to maintain permanently the dominant woodland, scenic, and natural character of the Conservation Easement Area designated on the Property as hereinafter described (collectively, the "conservation values").

With the exception of the Stream Mitigation Work and associated re-vegetation of the newly established riparian corridor, the current condition (i.e., flora, fauna, and buffers, among other physical attributes) of the Conservation Easement Area shall be maintained in essentially the same condition as they are in as of the effective date of this Conservation Easement, thereby preserving the conservation values of the Conservation Easement Area.

Grantor intends for the conservation values of the Conservation Easement Area to be preserved and maintained, and further, Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Conservation Easement Area in perpetuity.

The conservation purposes of this Conservation Easement are recognized by the Uniform North Carolina Conservation and Historic Preservation Agreements Act, N.C.G.S. § 121-34 *et seq.*, which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate to retaining land or water areas predominantly in their natural, scenic, or open condition or in agricultural, horticultural, farming or forest use," N.C.G.S. § 121-35(1); and which provides for tax assessment of lands subject to such agreements "on the basis of the true value of the land and improvement less any reduction in value caused by the agreement," N.C.G.S. § 121-40.

NOW, THEREFORE, for good and valuable consideration acknowledged by both Grantor and Grantee and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys unto Grantee and its successors or assigns forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, situated in Wayne County, North Carolina, as described in Exhibit A, which is attached hereto and is specifically incorporated herein by reference as if the same were fully set forth herein.

The terms, conditions, and restrictions of the Conservation Easement are as hereinafter set forth:

**1. Grant Of Conservation Easement**

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, which is an immediately vested interest in real property of the nature and character described herein. Grantor agrees that it will not perform, nor knowingly allow others to perform, any act on or affecting the Conservation Easement Area that is inconsistent with the covenants herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

Grantor hereby voluntarily grants and conveys to Grantee all development rights for the Conservation Easement Area, except as otherwise reserved and provided by the terms of this Conservation Easement, that are now or hereafter inherent in the Conservation Easement Area. The Parties agree that the development rights within the Conservation Easement Area are terminated and extinguished.

**2. Duration**

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its representatives, heirs, successors and assigns, lessees, agents, and licensees.

### **3. Description Of Conservation Easement Area**

The Conservation Easement Area encompasses the land beneath, immediately adjacent to and laterally adjoining the streams and is located on the Property, as more particularly described in Exhibit A, and is comprised of approximately 31.83 acres. The easement boundary will be marked with carsonite markers (or similar) in the field and not permanent fencing.

### **4. Access**

Grantor hereby grants and conveys to Grantee the right to access the Conservation Easement Area from SR 1326, Claridge Nursery Road in perpetuity. In addition, Grantor hereby grants and conveys to Grantee the right to access the Conservation Easement Area from the temporary construction easements for a period of five (5) years from the start of construction. In the event the temporary construction easements remain as a means of ingress and egress to the Conservation Easement Area, then Grantee shall have the right to access the Conservation Easement Area from the temporary construction easement areas as long as they remain a viable means of ingress and egress.

NCDOT and its authorized representatives at all reasonable times and continuing in perpetuity, shall have the right to access the Conservation Easement Area for the purpose of undertaking activities to protect, restore, manage, maintain, or enhance the conservation values of the Conservation Easement Area, and for the purpose of inspecting the Conservation Easement Area to determine if Grantor is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. NCDOT will notify Grantor by phone, email, or other correspondence before entering the Property for the purpose of determining compliance. However, if NCDOT in its sole discretion determines that circumstances require immediate entry, NCDOT is not required to notify Grantor prior to entry but will notify Grantor within two business days of such entry.

### **5. Rights And Responsibilities Retained By The Grantor**

Subject to the terms and restrictions contained herein, Grantor reserves to and for itself and its successors all customary rights and privileges of ownership, including without limitation the right to quiet enjoyment of the Conservation Easement Area; the rights to sell, lease, encumber, impose restrictions on and devise the Conservation Easement Area, provided such transaction is subject to the terms of this Conservation Easement and written notice is provided to Grantee; together with any rights not specifically prohibited by or limited by this Conservation Easement, and not inconsistent with the purposes of this Conservation Easement. Unless otherwise specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Conservation Easement Area after any Act of

God. Grantor understands that nothing in this Conservation Easement relieves it of any obligation or restriction on the use of the Conservation Easement Area imposed by law.

Specifically, Grantor retains the right to:

- (A) The Grantor retains the right to enter the Conservation Easement Area for the purposes of collecting plant seed material related to regenerating, cultivating, distributing and selling of plant seedlings. Grantor shall be permitted to collect and retain ownership of collected plant seed material. Any and all proceeds received from the sale of seed or plants that are cultivated from seed that is collected from the Conservation Easement Area shall be solely retained by the Grantor. Notification of the Grantee prior to collecting seed material from the Conservation Easement Area is not required. Collection of seed material shall be performed in a manner consistent with the principles of permanently protecting the conservation values of the Conservation Easement Area.
- (B) Grantor retains the right to access the Conservation Easement Area for the purpose of education and information outreach, including organized educational activities such as site visits and academic demonstrations. This may include installation of kiosks that contain interpretive exhibits describing the stream restoration project or related research activities. Activities conducted in association with education and information outreach will be performed in a manner consistent with the principles of permanently protecting the conservation values of the Conservation Easement Area.
- (C) Grantor retains the right to access the Conservation Easement Area for the purposes of installing equipment, collecting data, and maintaining scientific research, related to, but not limited to: forest regeneration, nutrient cycling, stream hydrology, and water quality. Scientific research activities will be performed in a manner consistent with the principles of permanently protecting the conservation values of the Conservation Easement Area.
- (D) Grantor retains the right to access the Conservation Easement Area to manage vegetation damaged by natural disasters, including but not limited to, wildfire, wind storms, floods, and ice damage. The Grantor also retains the right to manage vegetation when the health of the forest is threatened by forest pests and/or invasive plants and/or animals. Activities conducted in association with managing damaged and/or threatened vegetation will be minimized to the extent practicable and performed in a manner consistent with the principles of permanently protecting the conservation values of the Conservation Easement Area.

- (E) Grantor retains the right to access the Conservation Easement Area to manage vegetation in a manner that allows clear line-of-sight between the NCDNR Claridge Nursery residence and the office facility complex, for the purposes of facility security. Activities conducted in association with managing vegetation for this purpose will be minimized to the extent practicable and performed in a manner consistent with the principles of permanently protecting the conservation values of the Conservation Easement Area.
- (F) Grantor retains the right to market and sell credits for ecosystem services not associated with the Stream Mitigation Work. Payments for ecosystem services from the sale of credits within the Conservation Easement Area shall be solely retained by the Grantor. Examples of allowable credits include, but are not limited to, state administered nutrient offset credits within a 200 foot buffer of the streams not including the inner 50 feet but within the Conservation Easement Area, green house gas emission offset credits, and endangered species habitat conservation banking credits. Additional stream and wetland compensatory mitigation credits and state administered riparian buffer mitigation credits are prohibited and would constitute double payment for activities conducted in association with the Stream Mitigation Work.

Prior to performing any maintenance or construction within the Conservation Easement Area not associated with those specific allowances described in Paragraph 5, sections A-F above, Grantor must submit a plan to NCDOT (Natural Environment Unit) detailing the proposed maintenance or construction activities. Grantor may not perform maintenance or construction activities in the Conservation Easement Area until Grantor receives written approval of the submitted plan from NCDOT.

**6. Right To Privacy**

Grantor retains the right to privacy and the right to exclude members of the public from trespassing within the Conservation Easement Area. This Conservation Easement does not create any rights of the public in, on, or to the Conservation Easement Area, although the public has the right to view the Conservation Easement Area from any adjacent publicly accessible areas.

**7. Subdivision**

The Conservation Easement Area may not be subdivided, partitioned nor conveyed from the Property, except in its current configuration as an entity or block of the Property.

#### 8. Passive Recreational Use

Grantor retains the right to engage in passive recreational uses of the Conservation Easement Area, including, without limitation, walking, fishing, hunting or animal and plant observation as long as such activity is consistent with the purposes of this Conservation Easement and is not prohibited by Paragraph 9 below.

#### 9. Permitted And Restricted Activities

Any activity on, or use of, the designated Conservation Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by Grantor is prohibited as inconsistent with the purposes of the Conservation Easement. The Conservation Easement Area shall be maintained in its natural, scenic, and open condition and restricted from any development that would significantly impair or interfere with the conservation values of this Conservation Easement, and any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters is prohibited. Any rights not expressly reserved by Grantor have been acquired by Grantee.

Without limiting the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

##### A. *Disturbance of Natural Features*

Any changes, disturbance, alteration or impairment of the natural, scenic, and aesthetic features of the Conservation Easement Area or any introduction of non-native plants and/or animal species is prohibited unless NCDOT gives its prior written consent or unless otherwise expressly permitted herein.

##### B. *Agricultural, Grazing, Horticultural Use, and Fencing*

Agricultural, grazing, and horticultural use, including landscaping, of the Conservation Easement Area is prohibited. No herbicides, insecticides, fungicides, fertilizers or other potentially harmful substances may be used within the Conservation Easement Area, with the exception of allowances granted to treat forest pests and/or invasive plants and/or animals found in Paragraph 5, section D of this Conservation Easement. Use of these substances for any other purpose requires that written permission from NCDOT be granted. No agricultural products or by-products may be disposed of in the Conservation Easement Area or within 100 feet in any direction of the streams. Permanent fencing of the Conservation Easement Area is prohibited.

C. *Silvicultural Use and Land Clearing*

There may be no destruction or cutting of trees or plants within the Conservation Easement Area, except for the purposes described in Paragraph 5 of this Conservation Easement. Any silvicultural use or land clearing activities not described in Paragraph 5 herein require written approval from NCDOT. The gathering of firewood within the Conservation Easement Area shall be limited to dead trees, such that the gathering is consistent with the purposes of this Conservation Easement.

D. *Dumping and Storage*

Dumping, disposal, or storage of soil, trash, refuse, debris, ashes, garbage, waste, abandoned vehicles or parts, appliances, machinery, hazardous or toxic substances, toxic waste, hazardous waste, or any placement of underground or aboveground storage tanks or other materials within the Conservation Easement Area is strictly prohibited. No agricultural products, agricultural by-products, or agricultural equipment, may be dumped or stored within the Conservation Easement Area. Grantor shall be responsible for removing any dumped or stored material within the Conservation Easement Area.

E. *Mineral Use, Excavation, and Dredging*

There shall be no filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials; no exploration for, or development and extraction of, minerals and hydrocarbons by any method; and no change in the topography of the land in any manner within the Conservation Easement Area, or on adjacent property if owned by the Grantor or his successors, which would cause erosion or siltation within the Conservation Easement Area, except for the proposed stream restoration work that will be conducted by NCDOT.

F. *Industrial Use*

Industrial activities within the Conservation Easement Area are prohibited.

G. *Residential Use*

Residential use of the Conservation Easement Area is prohibited.

H. *Commercial Use*

Commercial activities within the Conservation Easement Area are prohibited.

I. *Construction, Roads, Road Building, and Motorized Vehicles*

There shall be no building, shed, facility, mobile home, or other structure constructed or placed within the Conservation Easement Area, unless NCDOT gives its prior written consent or unless otherwise expressly permitted herein. Motorized vehicles, including off-road vehicles, are prohibited within the Conservation Easement Area. However, NCDOT expressly reserves the right to install, operate, and maintain structures or unpaved roads, and to use motorized vehicles in any manner necessary, for the purpose of reestablishing, protecting, and enhancing the conservation values for the Conservation Easement Area.

J. *Signs*

No signs shall be permitted within the Conservation Easement Area except interpretive signs describing activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, and signs giving directions or prescribing rules and regulations for the use of the Conservation Easement Area, which shall specifically include "No Trespassing," "No Hunting," and "Posted" signs, if applicable.

K. *Utilities*

The installation of utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities, will only be allowed following receipt of written permission from NCDOT. If there are existing utility easements located within the Conservation Easement Area or affecting the Conservation Easement Area, Grantor shall notify NCDOT if right-of-way clearing or other work in the Conservation Easement Area is scheduled by any utility. Any such clearing should be minimized to the extent practicable and performed in a manner consistent with the principles of permanently protecting the conservation values of the Conservation Easement Area.

L. *Water Quality and Drainage Patterns*

Grantor shall conduct no activities within the Conservation Easement Area that would be detrimental to water quality or to any of the plants, animals, or habitats within the Conservation Easement Area or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Conservation Easement Area, or cause soil degradation or erosion. Diking, dredging, alteration, draining, filling or removal of wetlands or streams by Grantor is prohibited. In addition, Grantor is prohibited from diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Conservation Easement Area by any means; polluting or discharging into waters, springs, seeps, or wetlands; or using pesticides or biocides within the Conservation Easement Area unless associated with restoration activities and

agreed to in writing by NCDOT. Alterations related to the proposed Stream Mitigation Work to be conducted by NCDOT are allowable.

M. *NCDOT's Rights*

NCDOT, on behalf of itself and its authorized representatives reserves the right to use the Conservation Easement Area in any way necessary, consistent with the terms herein, to undertake any activities to protect, restore, manage, maintain, or enhance the conservation values of the Conservation Easement Area.

10. **Ongoing Responsibilities Of The Grantor**

Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

A. *Taxes*

Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

B. *Upkeep and Maintenance*

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Property. Grantee shall maintain the Conservation Easement Area in a manner consistent with the principles of protecting the conservation values of the Conservation Easement Area.

C. *Liability*

Grantor agrees to hold Grantee harmless from any and all costs, claims, or liability, whatsoever, including, but not limited to: reasonable attorney's fees arising from any personal injury, accidents, negligence, or damage relating to the Property, or any claim thereof, unless due to the intentional negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

11. **Enforcement**

NCDOT shall have the right to prevent violations and remedy violations of the terms of this Conservation Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate, or which have violated, the terms of this Conservation Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the conservation values of the Conservation Easement Area, NCDOT shall

give Grantor written notice of any violation and thirty (30) days to cure, before commencing legal proceedings. If a court with jurisdiction determines that a violation may exist or has occurred, NCDOT may obtain an injunction to stop the violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring Grantor to restore the Conservation Easement Area to its condition prior to the violation as restoration of the Conservation Easement Area may be the only appropriate remedy. In any case where a court finds that a violation has occurred, Grantor shall reimburse NCDOT for all expenses incurred in stopping and/or correcting the violation, including, but not limited to: court costs, attorneys' fees, damages for losses for environmental or conservation values, any other on-site remediation costs, and any costs associated with the restoration of the Conservation Easement Area to the condition that existed prior to any such violation. If legal action is brought by NCDOT and a court finds that no violation has occurred, each Party shall bear its own costs. The failure of NCDOT to discover a violation or to take immediate legal action shall not bar NCDOT from doing so at a later date for that violation or any subsequent violation(s).

#### **12. Transfer Of Easements**

With the written consent of Grantor, Grantee shall have the right to transfer this Conservation Easement to any public agency provided the agency expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement. As a condition of such transfer, Grantee shall require that the conservation values intended to be advanced hereunder shall continue to be carried out in perpetuity.

#### **13. Transfer Of Property**

Grantor agrees for itself, its successors and assigns, that in the event the Property or any portion thereof is transferred, to notify the Grantee in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time said transfer is consummated.

Grantor agrees to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which it transfers or divests itself of any interests, including leasehold interests, in all or a portion of the Property and/or Conservation Easement Area. Failure of Grantor to comply with this Paragraph shall not impair the validity of this Conservation Easement as to successor owners or limit the enforceability of this Conservation Easement in any way.

#### **14. Amendment Of Easement**

This Conservation Easement may be amended by a written instrument executed by both Grantee and Grantor. Any such amendment shall be consistent with the purpose of this Conservation Easement and its terms, and shall comply with Section 170(h) of the Internal Revenue Code or any regulations promulgated in accordance with

that section. Any such amendment shall be duly recorded in the Office of the Wayne County Register of Deeds.

**15. Procedure In The Event Of Changed Conditions**

The grant or donation of this Conservation Easement gives rise to a property right immediately vested in the Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole. That proportionate value of the Grantee's property rights shall remain constant. If a change in conditions occurs, which makes impossible or impractical any continued protection of the Conservation Easement Area for conservation purposes, the restrictions contained herein may only be extinguished by judicial proceeding. Any proceeds recovered in such actions shall be divided in accordance with the proportionate value of Grantor's and Grantee's interests as specified herein; all expenses including attorneys' fees incurred by Grantor and Grantee in such action shall be paid out of the recovered proceeds. Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Upon such proceedings, such portion shall be equal to the proportionate value that Grantee's, its successor's and assign's, interest in the Conservation Easement Area bears to the value of the Property as a whole as of the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Easement Area, or any damages otherwise awarded as a result of judicial proceedings, minus Grantor's expenses from such transactions or proceedings.

**16. Procedure In The Event Of Condemnation Or Eminent Domain**

Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate, or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement (a "Taking"), Grantor shall immediately give notice to Grantee and shall take all appropriate actions at the time of such Taking or sale to recover the full value of the Taking and all incidental or direct damages resulting from the Taking. Any proceeds recovered in such actions shall be divided in accordance with the proportionate value of Grantor's and Grantee's interests as specified herein; all expenses including attorneys' fees incurred by Grantor and Grantee in such action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority. Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the proportionate value of the interest of the Grantee, or the successors or assigns of the Grantee, in the Conservation Easement Area which bears to the value of the Property as a whole as of the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property

paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Easement Area, or any damages otherwise awarded as a result of judicial proceedings, minus Grantor's expenses from such transactions or proceedings.

**17. Interpretation**

This Conservation Easement shall be interpreted under the laws of the State of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to the conservation purposes sought to be protected herein.

**18. Perpetual Duration And Severability**

This Conservation Easement shall be servitudes running with the land in perpetuity. Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, grantees, and all other successors as their interests may appear. Invalidity of any of the covenants, terms or conditions of this Conservation Easement, or any part thereof, by court order or judgment, shall in no way affect the validity of any of the other provisions hereof, which shall remain in full force and effect.

**19. Notices**

Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail to the Parties respectively at the following addresses, unless a Party has been notified in writing by the other of a change of address:

To Grantor (in duplicate):

State Forester, Division Director  
NC Division of Forest Resources  
1616 Mail Service Center  
Raleigh, NC 27699-1616

Claridge Nursery Manager  
NC Division of Forest Resources  
762 Claridge Nursery Road  
Goldsboro, NC 27530-7965

To Grantee:

Natural Environment Unit  
Attn: Marissa Rodman  
North Carolina Department of Transportation  
1598 Mail Service Center  
Raleigh, NC 27699-1598

In any provision of this Conservation Easement in which Grantor is required to provide advance notice to Grantee of any activity on the Property, such notice shall be given not less than thirty (30) days prior to the planned commencement of the activity. If Grantee's approval is required, such approval shall be deemed withheld unless Grantee provides to the Grantor written notice of approval within thirty (30) days of receipt of said request. If Grantor has received no response after said thirty (30) days, Grantor may send a second written notice to Grantee requesting a statement of the reasons for the disapproval and Grantee shall respond within thirty (30) days with an explanation for the specific reasons and basis for its decision to disapprove.

**20. Grantor's Title Warranty**

Grantor covenants and represents that Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the Conservation Easement; that the Conservation Easement Area is free and clear of any and all encumbrances, and Grantor will warrant and defend the title against the lawful claims of all persons whomsoever; that there is legal access to the Property; and Grantor covenants that Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid easement conveyed.

**21. Subsequent Liens**

No provisions of this Conservation Easement should be construed as impairing the ability of the Grantor to use the Conservation Easement Area as collateral for subsequent borrowing. Any such liens shall be subordinated to this Conservation Easement.

**22. Subsequent Easements/Restrictions**

The grant of any easements or use restrictions that might diminish or impair the conservation values of the Conservation Easement Area is prohibited. Any such easements or restrictions shall be subordinated to this Conservation Easement.

**23. Grantor's Environmental Warranty**

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable federal and state law, and hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste caused by an intentional or negligent act of Grantor or violation of federal, state or local environmental laws caused by the negligent or intentional act of Grantor. Without limiting the generality of the foregoing, nothing in this Conservation Easement shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the

day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

**24. Entire Agreement**

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 said easements.

**25. Recording**

The Grantee shall record this instrument and any amendment hereto in timely fashion with the Office of the Register of Deeds of Wayne County, North Carolina, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

**26. Merger**

The Parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

**27. No Waiver**

Enforcement of this Conservation Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall infer such right or remedy to be construed as a waiver.

TO HAVE AND TO HOLD this Conservation Easement unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:

Wib L Owen (SEAL)  
Authorized agent for the North Carolina Division of Forest Resources, a Division of the North Carolina Department of Environment and Natural Resources

NORTH CAROLINA

Harnett COUNTY

I, Teresa Ballard Tripp a Notary Public of Harnett County, North Carolina do hereby certify that Wib L Owen personally came before me this day and acknowledged that she/he is the Director for the North Carolina Division of Forest Resources; a Division of the North Carolina Department of Environment and Natural Resources, an agency of the State of North Carolina, and that by authority duly given, he executed the foregoing instrument.

Witness my hand and official stamp or seal this 28th day of February, 2011.



Teresa Ballard Tripp  
Notary Public (SEAL)  
My commission expires: 8-1-2015

ACCEPTED BY:

GRANTEE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

By: Virgil Pridemore  
Virgil Pridemore (SEAL)  
Right of Way Branch Manager

NORTH CAROLINA

Wake COUNTY

I, Betty C. Yancey, a Notary Public of Wake County, North Carolina do hereby certify that Virgil Pridemore personally came before me this day and acknowledged that he is the Right of Way Branch Manager 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.

Witness my hand and official stamp or seal this 14<sup>th</sup> day of March, 2011.



Betty C. Yancey  
Notary Public (SEAL)

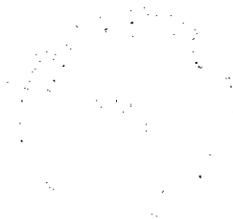
My commission expires: October 15, 2011

BOOK 2846 PAGE 156

**EXHIBIT A**

CONSERVATION EASEMENT MAP OF THE CLARIDGE NURSERY PROPERTY

Compiled June 22, 2010 (3 pages)



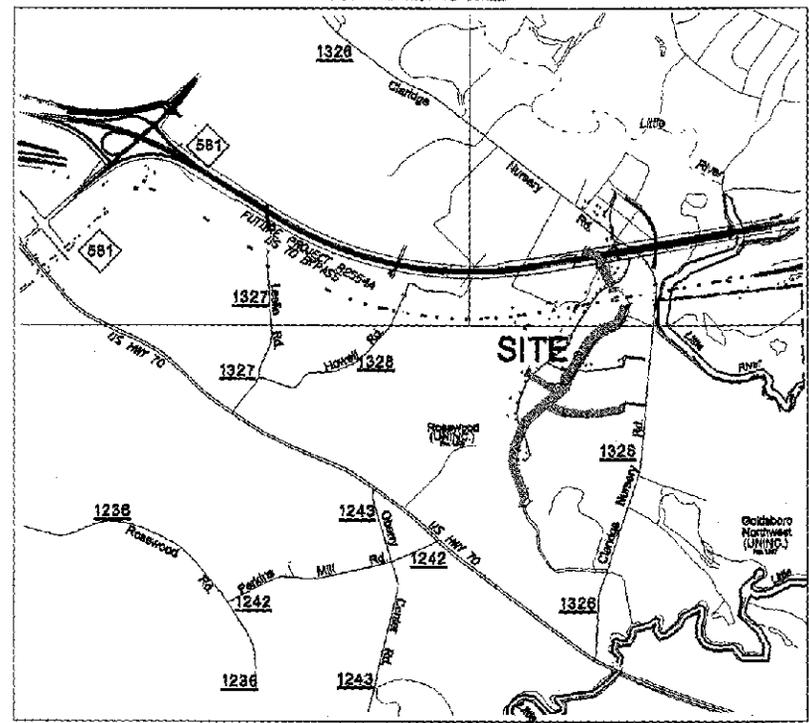
BOOK 2846 PAGE 157

SHEET 1 OF 12

CONSERVATION BASEMENT MAP  
 OF THE CLARIDGE NURSERY PROPERTY  
 FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 GOLDSBORO TOWNSHIP  
 WAYNE COUNTY NORTH CAROLINA

METRIC

VICINITY MAP (NOT TO SCALE)



DATUM DESCRIPTION

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY NGDOT FOR MONUMENT "R1030A5" WITH HAD 83 STATE PLANE GRID COORDINATES OF NORTHING: 186378708(m) EASTING: 700646566(m) THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT (GROUND TO GRID) IS: 0.99987745

ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL DISTANCES

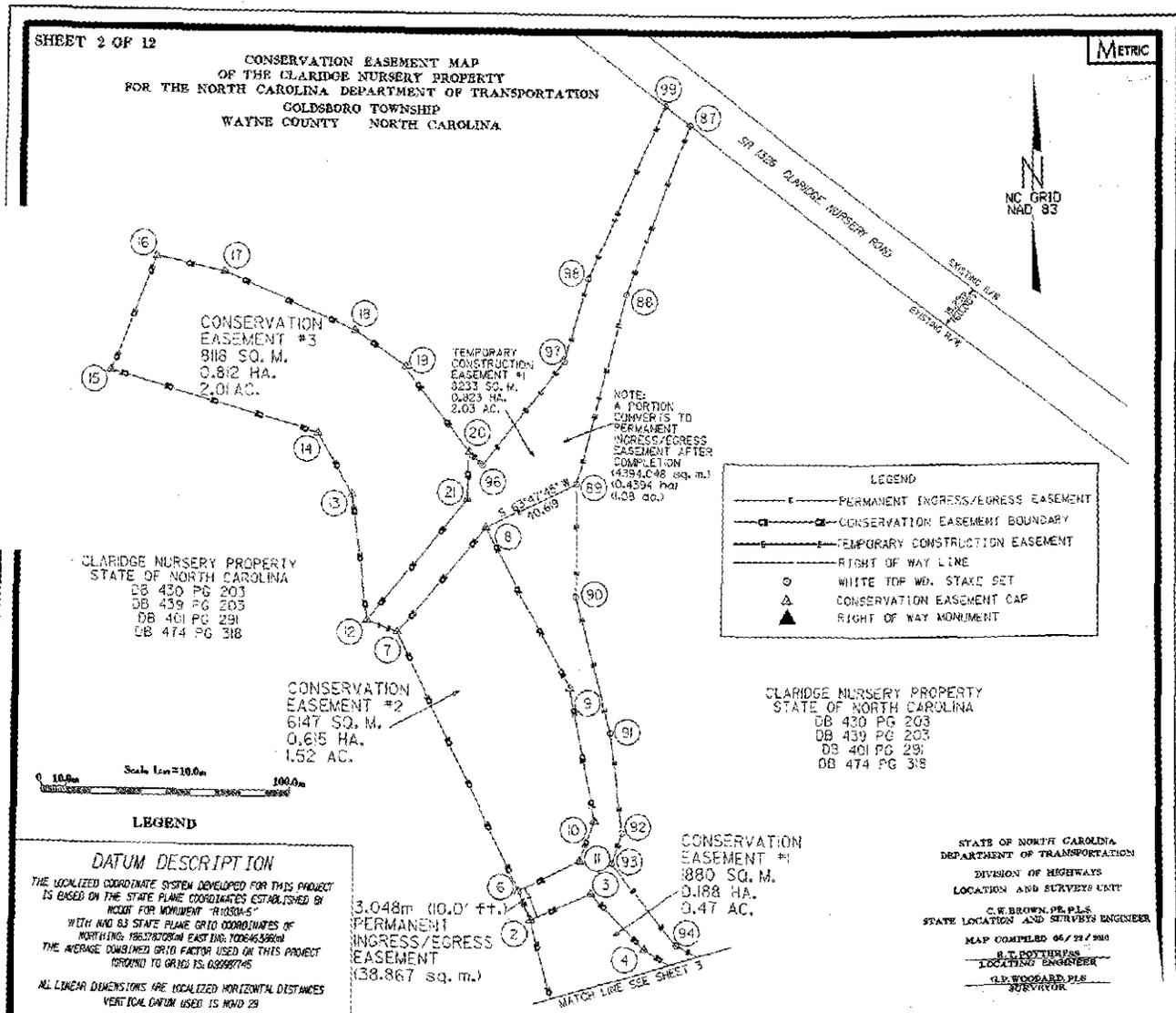
"THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS."

STATE OF NORTH CAROLINA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 LOCATION AND SURVEYS UNIT

G.W. BROWN, P.E., P.L.S.  
 STATE LOCATION AND SURVEYS ENGINEER

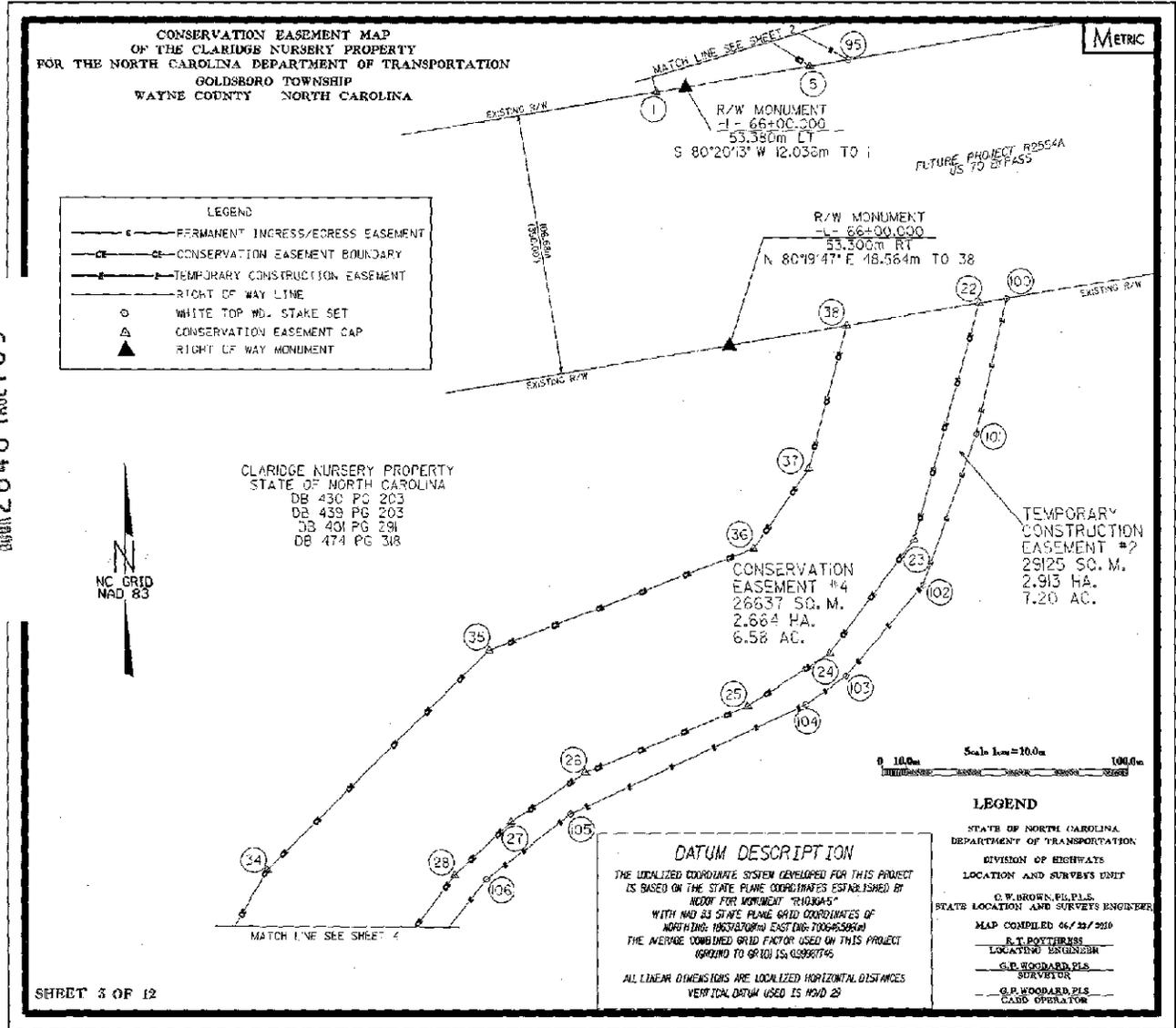
MAP COMPILED 06/22/2004  
 R.T. POTTSBROS  
 LICENSED ENGINEER

BOOK 2846 PAGE 158



"THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS."

BOOK 2846 PAGE 159



"THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS."

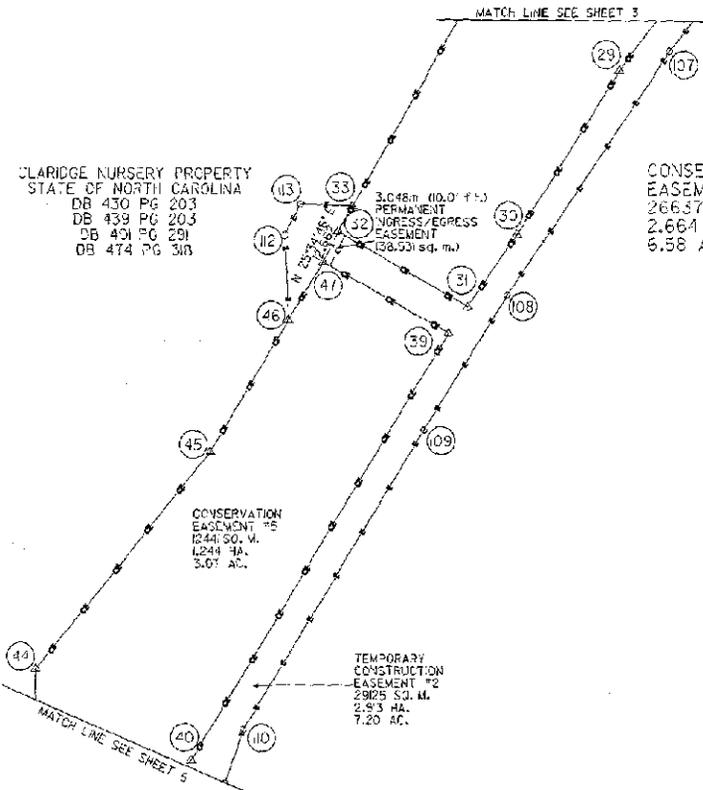
SHEET 4 OF 12

CONSERVATION EASEMENT MAP  
 OF THE CLARIDGE NURSERY PROPERTY  
 FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 GOLDSBORO TOWNSHIP  
 WAYNE COUNTY NORTH CAROLINA

METRIC

CLARIDGE NURSERY PROPERTY  
 STATE OF NORTH CAROLINA  
 DB 430 PG 203  
 DB 439 PG 203  
 DB 401 PG 291  
 DB 474 PG 318

CONSERVATION EASEMENT #4  
 26637 SQ. M.  
 2.664 HA.  
 6.58 AC.



LEGEND

	PERMANENT INGRESS/EGRESS EASEMENT
	CONSERVATION EASEMENT BOUNDARY
	TEMPORARY CONSTRUCTION EASEMENT
	RIGHT OF WAY LINE
	WHITE TOP W.D. STAKE SET
	CONSERVATION EASEMENT CAP
	RIGHT OF WAY MONUMENT

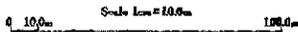
CONSERVATION EASEMENT #5  
 1044 SQ. M.  
 1.044 HA.  
 2.57 AC.

TEMPORARY CONSTRUCTION EASEMENT #2  
 2925 SQ. M.  
 2.925 HA.  
 7.20 AC.

DATUM DESCRIPTION

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY NCDD FOR MONUMENT "1103045" WITH NAD 83 STATE PLANE GRID COORDINATES OF NORTING: 1867702(m) EASTING: 7006659(m) THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT (GROUND TO GRID) IS 0.9997145

ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL DISTANCES VERTICAL DATUM USED IS NAVD 83



LEGEND

STATE OF NORTH CAROLINA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 LOCATION AND SURVEYS UNIT  
 C. W. BROWN, P.E., P.L.S.  
 STATE LOCATION AND SURVEYS ENGINEER  
 MAP COMPILED 06/27/2016  
 J. T. HOUTDRASS  
 LOCATING ENGINEER  
 D. P. WOODARD, P.L.S.  
 SURVEYOR  
 S. P. WOODARD, P.L.S.  
 CAD OPERATOR

"THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS."



SHEET 6 OF 12

CONSERVATION EASEMENT MAP  
OF THE CLARIDGE NURSERY PROPERTY  
FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
GOLDSBORO TOWNSHIP  
WAYNE COUNTY NORTH CAROLINA

METRIC

Scale 1cm=100m  
0 100m 100.0m

LEGEND

CLARIDGE NURSERY PROPERTY  
STATE OF NORTH CAROLINA  
DB 430 PG 203  
DB 439 PG 203  
DB 401 PG 291  
DB 474 PG 318



CONSERVATION EASEMENT #1  
47042 SQ. M.  
4.704 HA.  
11.62 AC.

TEMPORARY CONSTRUCTION EASEMENT #2  
29125 SQ. M.  
2.913 HA.  
7.23 AC.

CLARIDGE NURSERY PROPERTY  
STATE OF NORTH CAROLINA  
DB 430 PG 203  
DB 439 PG 203  
DB 401 PG 291  
DB 474 PG 318

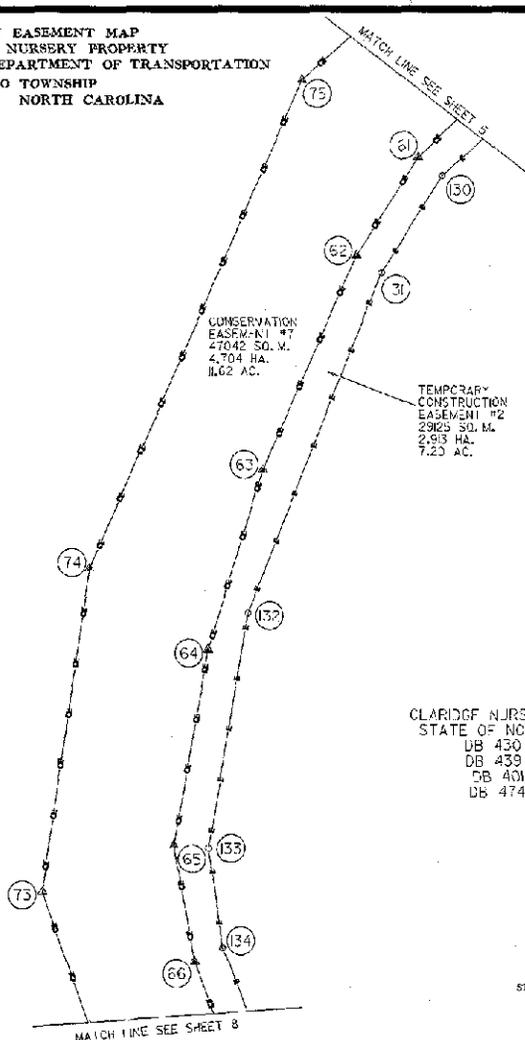
LEGEND

- PERMANENT INGRESS/EGRESS EASEMENT
- CONSERVATION EASEMENT BOUNDARY
- TEMPORARY CONSTRUCTION EASEMENT
- RIGHT OF WAY LINE
- WHITE TOP WD. STAKE SET
- △ CONSERVATION EASEMENT CAP
- ▲ RIGHT OF WAY MONUMENT

DATUM DESCRIPTION

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY NCDDT FOR MONUMENT "R BOX 15" WITH NAD 83 STATE PLANE GRID COORDINATES OF NORTHLING 18237028.00 EASTING 700625300.00. THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT (GROUND TO GRID) IS 0.999974.

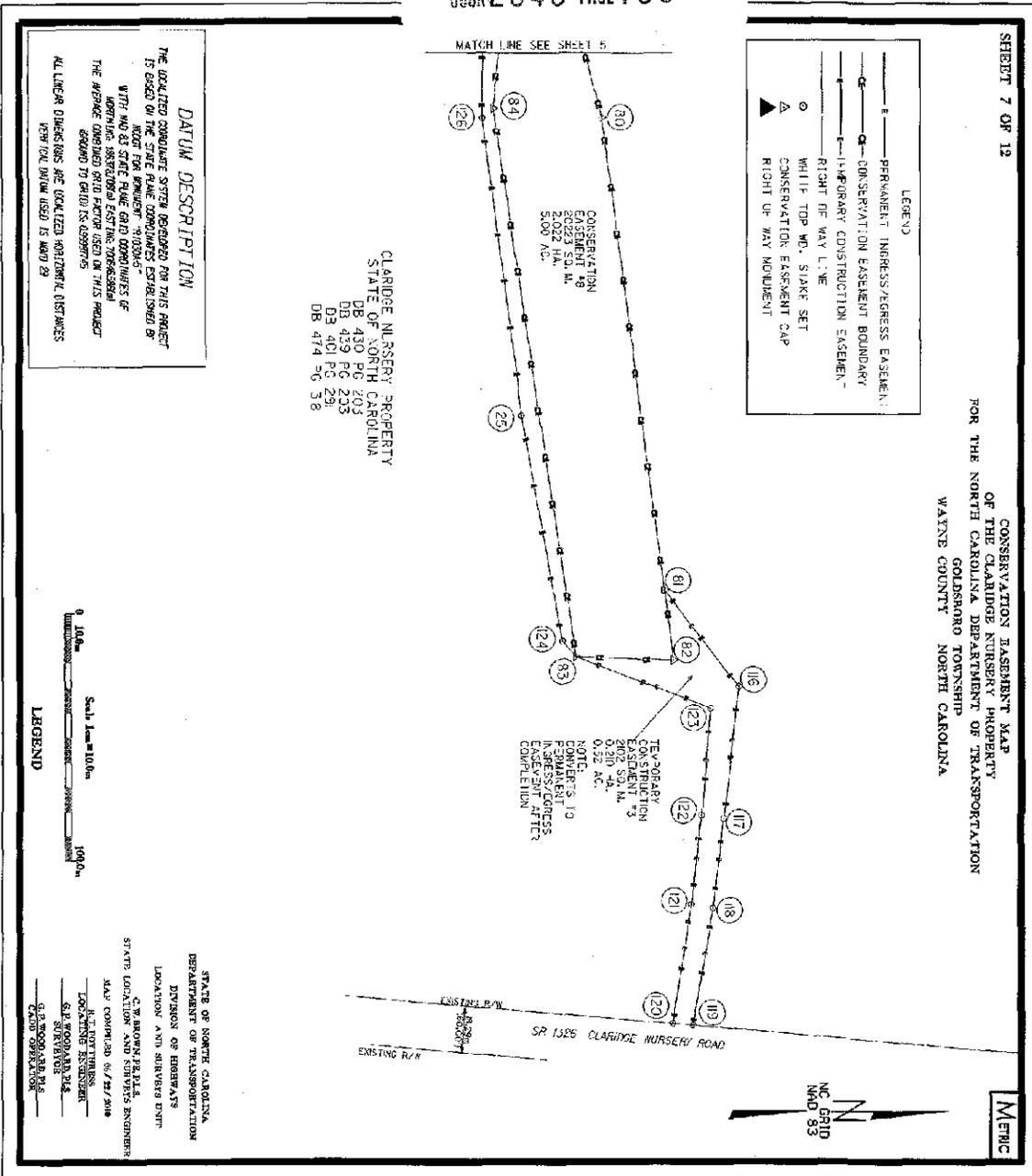
ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL DISTANCES. VERTICAL DATUM USED IS NAVD 29.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
LOCATION AND SURVEYS UNIT

C.W. BROWN, P.E., P.L.S.  
STATE ENGINEER AND SURVEYS ENGINEER  
MAP COMPLETED 06/27/2018  
R.T. FORTRESS  
LOCATING ENGINEER  
G.P. WOODARD, P.L.S.  
SURVEYOR  
G.P. WOODARD, P.L.S.  
LAND OPERATOR

"THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE  
WITH ANY APPLICABLE LAND DEVELOPMENT  
REGULATIONS."



"THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS."

SHEET 8 OF 12

CONSERVATION EASEMENT MAP  
OF THE CLARIDGE NURSERY PROPERTY  
FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
GOLDSBORO TOWNSHIP  
WAYNE COUNTY NORTH CAROLINA

METRIC

"THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE  
WITH ANY APPLICABLE LAND DEVELOPMENT  
REGULATIONS."

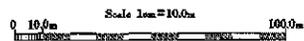
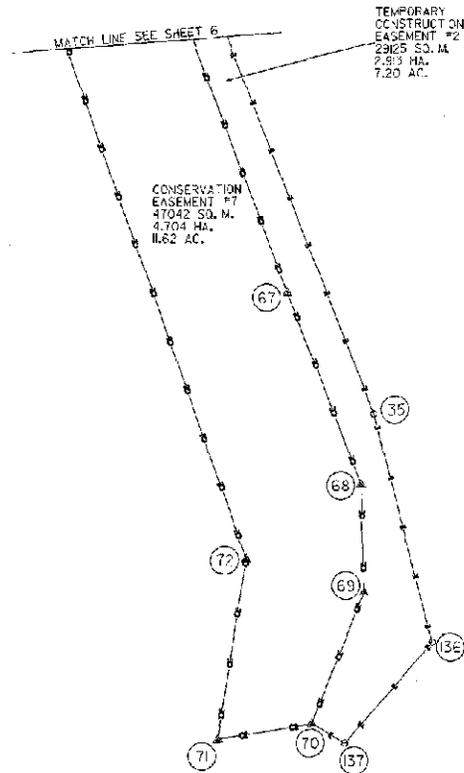
CLARIDGE NURSERY PROPERTY  
STATE OF NORTH CAROLINA  
DB 150 PG 203  
DB 439 PG 203  
DT 401 PG 291  
DB 474 PG 318

LEGEND	
	PERMANENT INGRESS/EGRESS EASEMENT
	CONSERVATION EASEMENT BOUNDARY
	TEMPORARY CONSTRUCTION EASEMENT
	RIGHT OF WAY LINE
	WHITE TOP WD. STAKE SET
	CONSERVATION EASEMENT CAP
	RIGHT OF WAY MONUMENT

DATUM DESCRIPTION

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT  
IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY  
MCOY FOR MONUMENT "1803A5"  
WITH NAD 83 STATE PLANE GRID COORDINATES OF  
NORTHING: 19237870.00 EASTING: 1006655.00  
THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT  
(Rounded to 0.001) IS: 0.99987745

ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL DISTANCES  
VERTICAL DATUM USED IS MVD 29



LEGEND

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
LOCATION AND SURVEYS UNIT  
C.W. BROWN, PE, P.L.S.  
STATE LOCATION AND SURVEYS ENGINEER  
MAP COMPILED 06/27/2010  
R.T. POTTHUIS  
LOCATING ENGINEER  
G.D. WOODARD, P.L.S.  
SURVEYOR  
S.P. EGGARD, P.L.S.  
CAD OPERATOR

SHEET 9 OF 12

CONSERVATION EASEMENT MAP  
OF THE CLARIDGE NURSERY PROPERTY  
FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
GOLDSBORO TOWNSHIP  
WAYNE COUNTY NORTH CAROLINA

METRIC

TABLES OF METES AND BOUNDS  
CONSERVATION EASEMENT #1

COURSE	BEARING	DISTANCE	
		METERS	FEET
1 - 2	N 14°32'33" W	39.857	130.76
2 - 3	N 65°55'00" E	26.709	87.63
3 - 4	S 44°18'24" E	31.377	102.94
4 - 5	S 57°58'33" E	30.899	101.37
5 - 1	S 80°20'13" W	63.389	207.97

TABLES OF METES AND BOUNDS  
CONSERVATION EASEMENT #4

COURSE	BEARING	DISTANCE	
		METERS	FEET
22 - 23	S 15°29'04" W	100.117	328.47
23 - 24	S 36°42'29" W	57.386	188.27
24 - 25	S 57°03'15" W	39.998	131.23
25 - 26	S 67°41'59" W	71.346	234.07
26 - 27	S 56°25'22" W	35.918	117.84
27 - 28	S 46°27'27" W	31.719	104.06
28 - 29	S 37°04'34" W	49.800	163.38
29 - 30	S 31°53'28" W	71.506	234.60
30 - 31	S 34°12'09" W	32.630	107.05
31 - 32	N 59°52'22" W	55.525	182.17
32 - 33	N 29°10'19" E	10.865	35.65
33 - 34	N 29°34'42" E	105.887	347.40
34 - 35	N 45°20'51" E	127.508	418.33
35 - 36	N 69°00'56" E	114.957	377.16
36 - 37	N 34°36'16" E	39.552	129.76
37 - 38	N 14°58'54" E	60.543	198.63
38 - 22	N 80°19'47" E	54.752	179.63

CONSERVATION EASEMENT #2

COURSE	BEARING	DISTANCE	
		METERS	FEET
6 - 7	N 25°41'18" W	115.930	380.35
7 - 8	N 39°25'42" E	55.867	183.29
8 - 9	S 27°58'54" E	73.849	242.29
9 - 10	S 11°06'33" E	54.895	180.10
10 - 11	S 20°09'45" W	17.265	56.64
11 - 6	S 63°16'41" W	27.434	90.01

CONSERVATION EASEMENT #3

COURSE	BEARING	DISTANCE	
		METERS	FEET
12 - 13	N 07°16'13" W	51.513	169.01
13 - 14	N 29°35'59" W	28.839	94.62
14 - 15	N 73°51'05" W	87.416	286.80
15 - 16	N 21°01'48" E	50.061	164.24
16 - 17	S 78°13'19" E	28.209	92.55
17 - 18	S 68°14'59" E	57.845	189.78
18 - 19	S 54°31'19" E	25.378	83.26
19 - 20	S 37°36'51" E	43.181	141.67
20 - 21	S 01°13'25" W	19.336	63.45
21 - 12	S 38°56'50" W	64.043	210.12

CONSERVATION EASEMENT #5

COURSE	BEARING	DISTANCE	
		METERS	FEET
39 - 40	S 31°08'55" W	164.957	606.81
40 - 41	S 43°57'47" W	21.723	71.27
41 - 42	S 80°14'49" W	44.114	144.73
42 - 43	N 01°18'08" E	11.836	38.83
43 - 44	N 00°38'30" E	45.266	148.51
44 - 45	N 39°03'19" E	103.517	339.62
45 - 46	N 30°34'22" E	56.994	186.99
46 - 47	N 30°52'40" E	24.561	80.58
47 - 39	S 60°38'31" E	53.506	175.54

"THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE  
WITH ANY APPLICABLE LAND DEVELOPMENT  
REGULATIONS."

**DATUM DESCRIPTION**

THE IDENTIFIED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY NCDEQ FOR NORTHERN TRIANGULATION WITH AND AS STATION PLANE ORIGIN COORDINATES OF NORTHLAKE, NORTH CAROLINA EAST PROJECTIONS. THE HORIZONTAL COORDINATE DATA USED ON THIS PROJECT WERE OBTAINED FROM THE NCDEQ DATUM. ALL HORIZONTAL DISTANCES ARE HORIZONTAL DISTANCES. VERTICAL DATA USED IS NAVD 83.

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
LOCATION AND SURVEYS UNIT  
C. W. BROWN, P.E., P.L.S.  
STATE LOCATION AND SURVEYS ENGINEER  
MAP COMPILED 06/22/2010  
R. T. POTTSERS  
LOCATION ENGINEER  
G. P. WOODARD, P.L.S.  
SURVEYOR  
G. P. WOODARD, P.L.S.  
CAD OPERATOR

SHEET 10 OF 12

CONSERVATION EASEMENT MAP  
OF THE CLARIDGE NURSERY PROPERTY  
FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
GOLDSBORO TOWNSHIP  
WAYNE COUNTY NORTH CAROLINA

METRIC

TABLES OF METES AND BOUNDS  
CONSERVATION EASEMENT #6

COURSE	BEARING	DISTANCE	
		METERS	FEET
48 - 49	S 75°05'06" W	53.364	175.08
49 - 50	N 57°38'05" W	147.801	484.91
50 - 51	N 38°06'53" E	38.930	127.72
51 - 52	S 57°30'26" E	164.546	539.86
52 - 48	S 60°43'00" E	15.579	51.11

CONSERVATION EASEMENT #7

COURSE	BEARING	DISTANCE	
		METERS	FEET
53 - 54	N 75°39'02" E	53.398	175.19
54 - 55	S 65°02'49" E	31.685	103.95
55 - 56	N 48°47'30" E	15.334	50.31
56 - 57	N 80°36'07" E	51.692	169.59
57 - 58	S 00°22'21" W	23.376	76.69
58 - 59	S 48°39'25" W	114.935	377.08
59 - 60	S 50°22'41" W	152.381	499.94
60 - 61	S 45°54'37" W	81.531	267.49
61 - 62	S 32°06'52" W	42.994	141.05
62 - 63	S 23°37'04" W	86.873	285.01
63 - 64	S 17°02'29" W	69.377	227.61
64 - 65	S 10°02'51" W	73.792	242.10
65 - 66	S 09°50'25" E	43.686	143.33
66 - 67	S 20°20'58" E	121.158	397.50
67 - 68	S 20°59'44" E	76.021	249.41
68 - 69	S 01°45'35" E	39.824	130.66
69 - 70	S 21°52'32" W	52.760	173.10
70 - 71	S 80°41'12" W	35.481	116.41
71 - 72	N 09°12'01" E	67.693	222.09
72 - 73	N 19°10'51" W	252.114	827.14
73 - 74	N 08°26'51" E	121.161	397.51
74 - 75	N 23°25'29" E	197.478	647.89
75 - 76	N 48°47'34" E	272.708	894.71
76 - 53	N 58°20'24" W	50.052	164.21

**DATUM DESCRIPTION**

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY NCIP FOR JOINTLY "ADJUDICATED" WITH AND AS STATE PLANE GRID COORDINATES OF NORTHING AND EASTING TO THE TOWNSHIP. THE MEASURE CORRECTION FACTOR USED ON THIS PROJECT (ROUNDING TO GRID TO CURVED) IS ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL DISTANCES. VERTICAL DATUM USED IS NAVD 83.

TABLES OF METES AND BOUNDS  
CONSERVATION EASEMENT #8

COURSE	BEARING	DISTANCE	
		METERS	FEET
77 - 78	S 64°20'35" E	72.481	237.80
78 - 79	S 79°52'50" E	159.895	524.59
79 - 80	N 75°21'44" E	33.869	111.12
80 - 81	N 82°23'36" E	192.945	633.02
81 - 82	N 82°33'13" E	28.365	93.06
82 - 83	S 02°08'08" W	39.562	129.79
83 - 84	S 81°29'08" W	223.986	734.86
84 - 85	N 84°26'40" W	193.254	634.03
85 - 86	N 64°19'15" W	106.342	348.89
86 - 77	N 50°47'20" E	46.836	153.66

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
LOCATION AND SURVEYS UNIT  
  
C. W. BROWN, P.E., P.L.S.  
STATE LOCATION AND SURVEYS ENGINEER  
MAP COMPILED 06/22/2010  
R. T. POTTERESS  
LOCATING ENGINEER  
S. B. WOODARD, P.L.S.  
SURVEYOR  
S. B. WOODARD, P.L.S.  
CALL OPERATOR

"THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE  
WITH ANY APPLICABLE LAND DEVELOPMENT  
REGULATIONS."

BOOK 2846 PAGE 167

SHEET 11 OF 12

CONSERVATION EASEMENT MAP  
 OF THE CLARIDGE NURSERY PROPERTY  
 FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 GOLDSBORO TOWNSHIP  
 WAYNE COUNTY NORTH CAROLINA

METRIC

TABLES OF METES AND BOUNDS  
TEMPORARY CONSTRUCTION EASEMENT #2

COURSE	BEARING	DISTANCE	
		METERS	FEET
22 - 100	N 80°20'25" E	11.162	36.62
100 - 101	S 12°27'55" W	56.641	185.83
101 - 102	S 19°37'01" W	65.368	214.46
102 - 103	S 40°15'03" W	48.287	158.42
103 - 104	S 54°29'47" W	20.263	66.48
104 - 105	S 65°05'09" W	105.592	346.43
105 - 106	S 51°50'27" W	43.384	142.34
106 - 107	S 38°00'31" W	39.004	127.97
107 - 108	S 33°37'22" W	108.652	356.47
108 - 109	S 31°31'28" W	58.895	193.22
109 - 110	S 31°12'59" W	129.553	425.04
110 - 111	S 18°14'12" W	68.296	224.07
111 - 77	S 48°11'56" W	140.223	460.05
77 - 86	S 50°47'20" W	46.836	153.66
86 - 85	S 64°19'15" E	106.342	348.89
85 - 84	S 84°26'40" E	193.254	634.03
84 - 83	N 81°29'08" E	223.986	734.86
83 - 124	S 49°14'04" W	8.513	27.93
124 - 125	S 79°58'50" W	92.232	302.79
125 - 126	S 82°26'35" W	121.518	398.68
126 - 127	N 89°17'47" W	33.550	110.07
127 - 128	N 85°24'22" W	171.443	562.48
128 - 129	N 64°21'00" W	109.878	360.49
129 - 130	S 47°40'45" W	154.448	506.72
130 - 131	S 31°59'49" W	42.629	139.53
131 - 132	S 21°30'24" W	135.558	444.74
132 - 133	S 09°34'04" W	88.351	289.86
133 - 134	S 07°51'28" E	37.341	122.51
134 - 135	S 21°17'32" E	175.084	574.42
135 - 136	S 14°26'40" E	87.348	286.57
136 - 137	S 41°03'37" W	50.214	164.74
137 - 70	N 58°48'43" W	14.027	46.02
70 - 69	N 21°52'32" E	52.760	173.10
69 - 68	N 01°45'35" W	39.824	130.66
68 - 67	N 20°59'44" W	76.021	249.41
67 - 66	N 20°20'58" W	121.158	397.50

TABLES OF METES AND BOUNDS  
TEMPORARY CONSTRUCTION EASEMENT #2

66 - 65	N 09°50'25" W	43.686	143.33
65 - 64	N 10°02'51" E	73.792	242.10
64 - 63	N 17°02'29" E	69.377	227.61
63 - 62	N 23°37'04" E	86.873	285.01
62 - 61	N 32°06'52" E	42.994	141.05
61 - 60	N 45°54'37" E	81.531	267.49
60 - 59	N 50°22'41" E	152.381	499.94
59 - 58	N 48°39'25" E	114.935	377.08
58 - 57	N 00°22'21" E	23.376	76.69
57 - 56	S 80°36'07" W	51.692	169.59
56 - 55	S 48°47'30" W	15.334	50.31
55 - 54	N 65°02'49" W	31.685	103.95
54 - 53	S 75°39'02" W	53.398	175.19
53 - 49	N 52°05'25" W	15.746	51.66
49 - 48	N 75°05'06" E	53.364	175.08
48 - 52	N 60°43'00" W	15.579	51.11
52 - 43	N 86°47'21" E	74.502	244.43
43 - 42	S 01°18'08" W	11.836	38.83
42 - 41	N 80°14'49" E	44.114	144.73
41 - 40	N 43°57'47" E	21.723	71.27
40 - 39	N 31°08'55" E	184.957	606.81
39 - 47	N 60°38'31" W	53.506	175.54
47 - 46	S 30°52'40" W	24.561	80.58
46 - 112	N 02°38'56" W	31.308	102.72
112 - 113	N 26°01'51" E	12.760	41.86
113 - 33	S 87°45'21" E	19.230	63.09
33 - 32	S 29°10'19" W	10.865	35.65
32 - 31	S 59°52'22" E	55.525	182.17
31 - 30	N 34°12'09" E	32.630	107.05
30 - 29	N 31°53'28" E	71.506	234.60
29 - 28	N 37°04'34" E	49.800	163.38
28 - 27	N 46°27'27" E	31.719	104.06
27 - 26	N 56°25'22" E	35.918	117.84
26 - 25	N 67°41'59" E	71.346	234.07
25 - 24	N 57°03'15" E	39.998	131.23
24 - 23	N 36°42'29" E	57.386	188.27
23 - 22	N 15°29'04" E	100.117	328.47

**DATUM DESCRIPTION**  
 THE LOCAL GRID COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY NCST FOR ANCHOR POINT 102044.  
 WITH AND IS STATE PLANE GRID COORDINATES OF NORTHING (NORTHING) EASTING (EASTING)  
 THE AVERAGE CORRECTION GRID FACTOR USED ON THIS PROJECT (ROUND TO 0.00001) IS 0.9999715  
 ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL DISTANCES  
 VERTICAL DIMENSIONS ARE USED TO 0.0001 M

STATE OF NORTH CAROLINA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 LOCATION AND SURVEYS UNIT  
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 STATE LOCATION AND SURVEYS ENGINEER  
 MAP COMPILED 06/22/2010  
 B. T. POYTHRESS  
 LOCATING ENGINEER  
 G. P. WOODARD, P.L.S.  
 SURVEYOR  
 G. P. WOODARD, P.L.S.  
 CAD OPERATOR

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 REGULATIONS."

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SHEET 12 OF 12

CONSERVATION EASEMENT MAP  
OF THE CLARIDGE NURSERY PROPERTY  
FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
GOLDSBORO TOWNSHIP  
WAYNE COUNTY NORTH CAROLINA

METRIC

TABLES OF METES AND BOUNDS  
TEMPORARY CONSTRUCTION EASEMENT #1

COURSE	BEARING	DISTANCE	
		METERS	FEET
5 - 4	N 57°58'33" W	30.899	101.37
4 - 3	N 44°18'24" W	31.377	102.94
3 - 2	S 65°55'00" W	26.709	87.63
2 - 6	N 21°56'33" W	12.752	41.84
6 - 11	N 63°16'41" E	27.434	90.01
11 - 10	N 20°09'45" E	17.265	56.64
10 - 9	N 11°06'33" W	54.895	180.10
9 - 8	N 27°58'54" W	73.849	242.29
8 - 7	S 39°25'42" W	55.867	183.29
7 - 12	N 68°44'32" W	13.305	43.65
12 - 21	N 38°56'50" E	64.043	210.12
21 - 20	N 01°13'25" E	19.338	63.45
20 - 96	S 43°45'11" E	7.767	25.48
96 - 97	N 37°28'13" E	53.594	175.83
97 - 98	N 15°24'05" E	35.322	115.89
98 - 99	N 22°59'32" E	76.763	251.85
99 - 87	S 52°07'34" E	12.762	41.87
87 - 88	S 19°37'10" W	73.199	240.15
88 - 89	S 13°51'37" W	80.069	262.69
89 - 90	S 00°13'55" E	45.683	149.88
90 - 91	S 14°42'47" E	57.332	188.10
91 - 92	S 07°24'58" E	40.775	133.78
92 - 93	S 18°07'57" W	13.174	43.22
93 - 94	S 38°52'05" E	42.425	139.19
94 - 95	S 61°36'38" E	32.673	107.20
95 - 5	S 80°19'46" W	15.912	52.21

TABLES OF METES AND BOUNDS  
TEMPORARY CONSTRUCTION EASEMENT #4

COURSE	BEARING	DISTANCE	
		METERS	FEET
51 - 50	S 38°06'53" W	38.930	127.72
50 - 114	N 48°47'13" W	8.554	28.06
114 - 115	N 35°53'51" E	38.121	125.07
115 - 51	S 54°01'35" E	10.024	32.89

TEMPORARY CONSTRUCTION EASEMENT #3

COURSE	BEARING	DISTANCE	
		METERS	FEET
81 - 116	N 52°24'00" E	48.961	160.63
116 - 117	S 83°33'50" E	53.437	175.32
117 - 118	S 83°26'22" E	36.647	120.23
118 - 119	S 80°11'02" E	48.092	157.78
119 - 120	S 05°42'48" W	9.317	27.29
120 - 121	N 80°47'13" W	48.693	159.75
121 - 122	N 83°40'56" W	36.403	119.43
122 - 123	N 85°27'30" W	43.342	142.20
123 - 83	S 20°54'43" W	58.143	190.76
83 - 82	N 02°08'08" E	39.562	129.79
82 - 81	S 82°33'13" W	28.365	93.06

**DATUM DESCRIPTION**  
THE LOCALIZED COORDINATE SYSTEM DESCRIBED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY ADJUST PER MICHIGAN "VICINIAS" WITH THE STATE PLANE GRID COORDINATES OF MICHIGAN. HORIZONTAL DISTANCES LISTED IN THIS DOCUMENT ARE THE MEASURED DISTANCES LESS FACTOR USED IN THIS PROJECT. REFERENCE TO GRID IS OBSOLETE.  
ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL DISTANCES. VERTICAL DIMENSIONS ARE USED TO SHOW 2D.

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LAND OPERATOR