

**STATE OF NORTH CAROLINA
CITY OF RALEIGH
COUNTY OF WAKE
COUNTY OF GRANVILLE**

**INTERLOCAL AGREEMENT
SMITH CREEK CONSERVATION ACQUISITION FUNDING**

THIS INTERLOCAL AGREEMENT RELATED TO THE LOCAL GOVERNMENT CONTRIBUTIONS TOWARDS THE FUNDING OF THE SMITH CREEK CONSERVATION EASEMENT BY THE CITY OF RALEIGH, THE COUNTY OF WAKE, AND THE COUNTY OF GRANVILLE AND RELATED MATTERS (hereinafter the "Agreement") is made as of _____ by and between the **CITY OF RALEIGH**, a municipal corporation of the State of North Carolina (hereinafter "Raleigh"), **WAKE COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter "Wake County"), and **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter "Granville County") (collectively, Raleigh, Wake County, and Granville County are referred to herein as the "Participating Jurisdictions").

WITNESSETH:

WHEREAS, Tar River Land Conservancy, a North Carolina Nonprofit ("hereinafter TRLC"), intends to purchase approximately 1,081.77 acres of land located in Granville County ("Subject Property"), being made up of two tracts of real property commonly known as the Smith Creek Property, being located next to the Beaverdam impoundment of Falls Lake, which Lake serves as the main drinking water resource for over 550,000 Wake County citizens and which Lake serves as a recreational resource for residents of Wake County and Granville County, with said Subject Property being more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, it is in the interest of the Participating Jurisdictions to work cooperatively in order to provide partial funding for the acquisition of Subject Property for the water quality, recreational and open-space benefits that will inure to their respective citizens; and

WHEREAS, the North Carolina Clean Water Management Trust Fund (hereinafter "CWMTF") is providing the balance of the funding for the acquisition of the Subject Property; and

WHEREAS, the Participating Jurisdictions have agreed that conservation easements, to be held by the North Carolina Clean Water Management Trust Fund (CWMTF) and Granville County, will protect their financial investment into the acquisition of the property, said form of the conservation easement being attached hereto as Exhibit B (the "CWMTF Easements") and

Exhibit C (the “Granville County Conservation Easement”), and being jointly referred to hereafter as the Conservation Easements;

WHEREAS, TRLC has agreed to convey the Conservation Easements to CWMTF and Granville County at the time of the acquisition of the Subject Property by TRLC; and

WHEREAS, as a pre-requisite to funding, the City of Raleigh and County of Wake have additionally entered into a Funding Agreement with TRLC (“TRLC Funding Agreement”); and

WHEREAS, the Participating Jurisdictions agree that in the event that any portion or all of the Conservation Easements are extinguished, and monetary compensation is provided for the extinguishment, then each entity will be eligible to receive a percentage of the monetary compensation as set forth hereinbelow; and

WHEREAS, the Participating Jurisdictions desire to enter into this Agreement pursuant to the statutory authority authorizing interlocal agreements, N.C.G.S. Sections 160A-460 to 464 in order to effectuate the above-stated goals.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND FULFILLMENT OF THE TERMS OF THIS AGREEMENT, THE PARTICIPATING JURISDICTIONS AGREE AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to provide for the division of funds upon condemnation or termination of the Conservation Easements and to set out a mechanism for enforcement of the Granville County Conservation Easement.

2. Term. This Agreement relates to perpetual Conservation Easements. Therefore, this Agreement shall remain in effect unless and until the Conservation Easements are terminated in accordance with applicable law. After such termination, certain provisions of this Agreement shall remain in effect after such termination for the period set out herein. The parties agree that this provision establishes a term of reasonable duration as evidenced by the ratification of this Agreement by resolutions of the governing boards of each Participating Jurisdiction.

3. Division of Proceeds Upon Condemnation or Termination of Conservation Easements.

a. *Funding of Acquisition*: The Participating Jurisdictions have appropriated approximately fifty-six and five tenths percent (56.5%) of the funds towards the acquisition of the Subject Property. CWMTF has contributed approximately thirty-seven and six tenths (37.6%) toward the acquisition of the Subject Property. TRLC has negotiated the purchase of the Subject Property and is currently under contract to purchase the Subject Property from The Conservation Fund. The reconciled appraised value of the Subject Property is \$8,500,000.00, leaving an excess in value of the Subject Property of five and nine tenths 5.9% above the total contributions. The distribution provisions of the CWMTF Easements will apply to any condemnation or termination with 40% of the net proceeds being distributed to CWMTF (“CWMTF Distribution”) and 60% of the net proceeds being distributed to TRLC/Granville County (“TRLC/Granville County Distribution”). In the event of the Condemnation or Termination of the Conservation Easements, the Participating Jurisdictions agree to divide any

monetary proceeds received from the 60% TRLC/Granville County Distribution as follows: (a) Raleigh 36.8%; (b) Wake County 14.7%; (c) Granville County 2.8%; and (d) TRLC 5.7% (the "Proportionate Contributions"). The TRLC Funding Agreement reflects the same percentages set forth herein.

b. *Condemnation:* If condemnation or a taking by eminent domain of a part of the Subject Property or the entire Subject Property by a public authority renders it impossible to fulfill any of the conservation purposes of the Conservation Easements, the Conservation Easements may be terminated or modified through condemnation proceedings. If the Conservation Easements or part thereof are terminated and the Subject Property is sold or taken for public use, then, as required by U.S. Treas. Reg. Section 1.170A-14(g)(6), Granville County shall be entitled to a percentage of the gross sale proceeds or condemnation award (minus any amount attributed to new improvements made after the date of the conveyance, which amount shall be reserved to TRLC, equal to the ratio of the appraised value of the Conservation Easement to the unrestricted fair market value of the Subject Property, as these values are determined on the date of the Granville County Conservation Easement. All condemnation-related expenses incurred by the Granville County and the TRLC shall be paid out of the respective shares of any recovered proceeds prior to distribution of the net proceeds as described herein. The Participating Jurisdictions agree that any net proceeds received by Granville County or TRLC from condemnation or a taking (minus any amount attributed to new improvements made after the date of the conveyance), outside of the CWMTF Distribution, shall be divided among the Participating Jurisdictions based upon the Funding Percentages set forth in subsection (a) above.

c. *Termination of Easement:* If it is determined that conditions on or surrounding the Subject Property change so much that it becomes impossible to fulfill the conservation purposes of the Conservation Easements, a court with jurisdiction may, at the joint request of CWMTF and TRLC or Granville County and TRLC, terminate or modify the Conservation Easements in accordance with applicable state law. If the Conservation Easements or any part thereof are terminated and the Subject Property is sold or taken for public use or otherwise transferred, exchanged or involuntarily converted, then, as required by U.S. Treas. Reg. Section 1.170A-14(g)(6), TRLC shall be entitled to a percentage of the gross sale proceeds or condemnation award (minus any amount attributed to new improvements made after the date of the conveyance, which amount shall be reserved to Grantor), equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Subject Property, as these values are determined on the date of the Conservation Easement and shall use the same in a manner consistent with the conservation purposes of the Conservation Easement. All termination-related expenses incurred by the Granville County and the TRLC shall be paid out of the respective shares of any recovered proceeds prior to distribution of the net proceeds as described herein. The Participating Jurisdictions agree that any net proceeds received by Granville County or TRLC from a sale or taking for public use after a termination (minus any amount attributed to new improvements made after the date of the conveyance), outside of the CWMTF Distributions, shall be divided among the parties based upon the Funding Percentages set forth in subsection (a) above

4. Enforcement & Cooperation. Granville County, as Grantee under the Granville County Conservation Easement, has certain rights and authority to enforce the Granville County Conservation Easement. Should Raleigh or Wake County determine that Granville County is

not enforcing the Granville County Conservation Easement in a reasonable manner that protects the goals set out in the Granville County Conservation Easement, then either Raleigh or Wake County (the “Noticing Party”) may notify Granville County of the perceived failure on the part of Granville County with a copy of such notice to Raleigh or Wake County, as the case may be. Granville County shall, in its discretion, either enforce the Granville County Conservation Easement in the manner that it determines in its reasonable discretion is appropriate or it may assign its enforcement rights as to such issue or issues to the Noticing Party. In the event that Granville County fails to enforce the Granville County Conservation Easement in a manner satisfactory to the Noticing Party, the Participating Jurisdictions shall negotiate in good faith to develop a resolution to the issue that reasonably satisfies all Participating Jurisdictions.

5. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

For Wake County:

Wake County Manager
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

With a copy to

Wake County Attorney
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

For City of Raleigh:

City Manager
City of Raleigh
PO Box 590
Raleigh, NC 27602

With a copy to:

City Attorney
City of Raleigh
PO Box 590
Raleigh, NC 27602

For Granville County:

Granville County Manager
P.O. Box 906 (mail)
141 Williamsboro Street (delivery)
Oxford, NC 27565

With a copy to

Granville County Attorney

P.O. Box 906 (mail)
141 Williamsboro Street (delivery)
and
P.O. Box 247 (mail)
111 Gilliam Street (delivery)
Oxford, NC 27565

6. Amendments. Any amendment to this Agreement to be effective must be in writing, signed by an authorized representative of each of the Participating Jurisdictions, and executed with the same formality as the foregoing Agreement provided, however, any such amendment of this Agreement must be ratified by resolutions of the governing boards of each Participating Jurisdiction.

7. Relationship of the Parties. Wake County, Granville County, and the City of Raleigh are, and shall remain independent contractors with respect to any service or function performed under this Agreement. Except as provided for in this Agreement, each party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent or employee of the other party for any purpose. Nothing under this Agreement is intended or should be construed in any manner to create a partnership or venture between the Parties. Each party agrees that it will obey all State and Federal statutes, rules and regulations which are applicable to any responsibility or duty outlined herein.

8. Non-Assignment. Neither party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not a party to this Agreement without the prior written consent of the other party to this Agreement.

9. Non-Appropriation & Funding Stipulation. Wake County, Granville County, and the City of Raleigh are governmental entities, and the funding commitments referenced herein for acquisition of the Subject Property are based upon the availability of public funding appropriated under separate action of their respective governing bodies and any funding conditions imposed thereby. The Participating Jurisdictions further recognize that the City of Raleigh and County of Wake have additionally entered into a contractual agreement with TRLC ("TRLC Funding Agreement") which set forth conditions associated with the disbursement funding for acquisition of the Subject Property as well as the division of proceeds among the parties in the event of condemnation or termination of the Conservation Easements as set forth in Section 3 of this Agreement. Aside from the provisions of this ILA and the TRLC Funding Agreement, nothing herein dedicates additional funding or operational resources from Wake County, the City of Raleigh, or Granville County for this project.

10. Lack of Legal Authority. In the event of a legal change in any party's statutory authority, mandate, and mandated functions which adversely affects the authority to continue performing obligations under this Agreement, then this Agreement shall automatically expire without penalty to either party.

11. No Third-Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

12. No Waiver of Sovereign Immunity.

a. Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

b. Nothing in this Agreement shall be construed to mandate purchase of insurance by Granville County pursuant to N.C.G.S. 153A-435 or to in any other way waive Granville County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Granville County for any reason if otherwise available as a matter of law.

c. Nothing in this Agreement shall be construed to mandate purchase of insurance by City of Raleigh pursuant to N.C.G.S. 160A-485; or to in any other way waive City of Raleigh's defense of sovereign or governmental immunity from any cause of action alleged or brought against City of Raleigh for any reason if otherwise available as a matter of law.

13. No Waiver of Qualified Immunity. No officer, agent or employee of either Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

14. Force Majeure. No party shall be liable for any failure, delay or interruption in service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, walkouts, acts of God, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability, or other similar acts beyond the reasonable control of either Party.

15. Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between Wake County and the City of Raleigh and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

16. Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

18. Non-discrimination. To the extent permitted by law, the Parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Agreement, no matter how remote. The Parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Agreement for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Agreement.

19. Applicable Law. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

20. E-Verify. Any contractor or sub-contractor hired by any of the Parties in association with this Agreement shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq.

21. Restricted Companies List. Any contractor or sub-contractor hired by any of the Parties in association with this Agreement shall not be included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58 or the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

22. Pre-Audit. This Agreement has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act as evidenced by the signatures of the finance officers of each of the Participating Jurisdictions attached hereto and incorporated herein by reference.

23. Memorandum. Any party may, at any time and at their own expense, cause a Memorandum of this Agreement to be recorded in the office of the Register of Deeds for Wake County or Granville County in a form prescribed by North Carolina law.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by the authority duly granted by their respective governing bodies.

[SIGNATURES ON FOLLOWING PAGES]

GRANVILLE COUNTY

ATTEST:

Debra A. Weary, Clerk

By: _____
Chairman, Board of County Commissioners

Approved as to form:

County Attorney

WAKE COUNTY

ATTEST:

Denise Hogan, Clerk

By: _____
Chairman, Board of County Commissioners

Approved as to form:

County Attorney

CITY OF RALEIGH

ATTEST:

Gail G. Smith, Clerk

By: _____
Mayor, City of Raleigh

Approved as to form:

City Attorney

EXHIBIT B

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Stephen M. McNally
Finance Director, County of Granville

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Emily Lucas
Finance Director, Wake County

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Allison E. Bradsher
Finance Director, City of Raleigh

Exhibit A

LEGAL DESCRIPTION OF PROPERTY
PROPERTY OF TAR RIVER LAND CONSERVANCY
BRASSFIELD TOWNSHIP
GRANVILLE COUNTY, NORTH CAROLINA

TRACT ONE:

That certain tract or parcel of land situate along Rock Spring Church Road (State Road 1718) and Turner Road (State Road 1719), Brassfield Township, Granville County, North Carolina, and more particularly described as follows:

Being all of that 923.73-acre parcel as shown on plat entitled "Property of Creedmoor Investments, LLC, Survey for The Conservation Fund & Tar River Land Conservancy", prepared by Benjamin L. Bryan, Professional Land Surveyor, dated March 12, 2018, of record in Plat Book 47, Page 20, Office of Register of Deeds, Granville County, North Carolina, to which reference is hereby made for a more particular description.

TRACT TWO:

That certain tract or parcel of land situate along Horseshoe Road (State Road 1709), Brassfield Township, Granville County, North Carolina, and more particularly described as follows:

Being all of that 158.04-acre parcel as shown on plat entitled "Property of Creedmoor Investments, LLC, Recombination Survey for The Conservation Fund & Tar River Land Conservancy", prepared by Benjamin L. Bryan, Professional Land Surveyor, dated March 19, 2018, of record in Plat Book 47, Page 19, Office of Register of Deeds, Granville County, North Carolina, to which reference is hereby made for a more particular description.

CONSERVATION EASEMENT
Smith Creek Tracts

Prepared by: Tar River Land Conservancy and Clean Water Management Trust Fund

After Recording Return to: Amy R. Edge, a North Carolina licensed attorney
Tar River Land Conservancy
P.O. Box 1161
Louisburg, NC 27549

NORTH CAROLINA
Tax Parcel No. 1804-00-52-1736
Tax Parcel No. 1814-00-19-7608
Tax Parcel No. 1814-00-29-9797

GRANVILLE COUNTY
CWMTF No. 2015-016
CWMTF No. 2016-021
CWMTF No. 2017-085

THIS DEED OF CONSERVATION EASEMENT ("**Conservation Easement**") is made, given, granted, and executed on this the ____ day of _____, 2018 by and between TAR RIVER LAND CONSERVANCY, a nonprofit corporation organized and existing under the laws of the State of North Carolina ("**Grantor**"), its address being 123 N. Main Street, P.O. Box 1161, Louisburg, NC 27549, and the STATE OF NORTH CAROLINA ("**Grantee**" or "**State**"), its address being: Attn: CWMTF Real Property Agent, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321, acting by and through NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND, a division of the North Carolina Department of Natural and Cultural Resources ("**Fund**"), its address being: Attn: Contract Administrator, NC Clean Water Management Trust Fund, 1651 Mail Service Center, Raleigh, North Carolina 27699-1651. Grantor and Grantee and/or Fund may hereinafter be referred to collectively as the "**Parties.**"

RECITALS & CONSERVATION PURPOSES

A. Grantor owns in fee simple absolute certain real property lying and being in Brassfield Township, Granville County, North Carolina, which consists of 1,081.77 acres, and which is more particularly described in "**Exhibit A**" which is attached hereto and incorporated herein by reference as if fully set forth herein (the "**Property**").

B. Grantor is a non-profit organization whose primary purpose is the conservation, preservation, or restoration of North Carolina's cultural, environmental, or natural resources.

C. The State has enacted the Conservation and Historic Preservation Agreements Act, Chapter 121, Article 4 of the North Carolina General Statutes ("N.C.G.S."), which provides for the enforceability of restrictions, easements, covenants, and conditions "appropriate to retaining land or water areas predominantly in their natural, scenic or open condition"

D. The Clean Water Management Trust Fund is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41 to acquire land and interests in land on behalf of the State:

- for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses,
- for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs,
- to provide buffers around military bases to protect the military mission,
- that represent the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes, and
- that contribute to the development of a balanced State program of historic properties.

E. Grantor and Grantee have agreed to set aside a **421.63-acre** area of the Property for the purpose of creating a conservation easement. The area is hereinafter referred to as the "**Easement Area.**" The Easement Area is described in "**Exhibit B**" which is attached hereto and incorporated herein by reference as if fully set forth herein.

The Easement Area has the following conservation values and serves the following conservation purposes:

- to preserve, enhance, restore, and maintain the natural features and resources of the riparian buffer, to control runoff of sediment, and to improve and maintain the water quality, of portions of Smith Creek and its tributaries; and
- to protect and preserve the ecological diversity including natural features such as the Smith Creek Alluvial Forest and Slopes Natural Area for recreational, scientific, educational, cultural, and aesthetic purposes.

Moreover, Grantor and Grantee recognize that the Easement Area has other conservation values and purposes, including fish and wildlife conservation, open space values, and scenic values

(hereinafter, collectively with the conservation values described in this **Section E** of the Recitals and the conservation purposes of this Conservation Easement, the “**Conservation Values**”).

F. Grantor has received or will receive a grant from the Fund in accordance with Grant Contract No. 2015-016, Grant Contract No. 2016-021, and Grant Contract No. 2017-085 (the “**Grant Contracts**”). The Conservation Fund, a Maryland non-profit corporation, and the Fund entered into Grant Contract No. 2015-016 on March 20, 2017, which contract was assigned to Grantor on April 4, 2018. Grantor and the Fund entered into Grant Contract No. 2016-021 on December 9, 2016. Grantor and the Fund entered into Grant Contract No. 2017-085 on December 4, 2017. In the Grant Contracts, Grantor agreed to enter into this Conservation Easement. The terms and conditions of the Grant Contracts are incorporated herein by reference as if fully set forth herein. The Grant Contracts are on file and available for public inspection in the offices of the Grantor and the Fund. The Grant Contracts and this Conservation Easement are collectively referred to herein as the “**Project**.”

G. Grantor and Grantee acknowledge that the Easement Area is currently unencumbered except as permitted in Article V of this Conservation Easement. The Easement Area’s characteristics, its current use, and its state of improvement are described in a Baseline Documentation Report (the “**BDR**”), which is incorporated into the Grant Contract and is on file and available for public inspection in the offices of Grantor and the Fund. The Parties acknowledge that the BDR is the appropriate basis for monitoring compliance with the objectives of preserving the Conservation Values and that it is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the condition of the Easement Area at the time of the execution of this Conservation Easement if there is a controversy over such condition.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Grantor hereby unconditionally and irrevocably gives, grants, and conveys forever and in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts, this Conservation Easement of the nature and character and to the extent hereinafter set forth in, on, over, through, and across the Easement Area, together with the right and easement to preserve and protect the Conservation Values.

The purpose of this Conservation Easement is to protect and preserve the Conservation Values as outlined above in **Section E** of the Recitals including the Conservations Purpose(s) and it shall be so held, maintained, and used therefore. Grantor hereby conveys to Grantee all development rights that are now or hereafter allocated to, or are implied or inherent in, the Easement Area, and the Parties agree that such rights are terminated and extinguished, and may not be used on or transmitted to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property. It is the further purpose of this Conservation Easement to prevent any use of the Easement Area that will impair or interfere with the preservation of said Conservation Values. Grantor intends that this Conservation Easement will restrict the use of the Easement Area to such activities as are consistent with the Conservation Values.

FURTHER, for the purpose of providing uninterrupted access to the Easement Area, Grantor grants and conveys unto Grantee, its successors and assigns, a perpetual right of ingress, egress, and regress to and from the Easement Area across the Property.

ARTICLE I. DURATION OF EASEMENT

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

ARTICLE II. RIGHTS RESERVED TO GRANTOR

Grantor reserves certain rights accruing from the fee simple ownership of the Property, including the right to engage in or permit others to engage in the uses of the Easement Area that are not inconsistent with this Conservation Easement or the Conservation Values. All rights reserved by the Grantor, are reserved for Grantor and its successors and assigns, and are considered to be consistent with this Conservation Easement and the Conservation Values. Grantor shall continue to own and may use the Property in any lawful manner that is consistent with this Conservation Easement and the Conservation Values. The Parties acknowledge and agree that they have no right to agree to any activity that would result in the termination of this Conservation Easement.

The Easement Area shall be restricted from any development or usage that would impair or interfere with the Conservation Values including the purposes of this Conservation Easement. The following uses are reserved as indicated:

A. Passive Recreational Use. Grantor reserves the right to engage in and to permit others to engage in passive recreational uses of the Easement Area requiring minimal surface alteration of the land, so long as related alterations, construction, improvements, maintenance, activities, and uses pose no threat to the Conservation Values. By way of illustration, such passive recreational uses may include non-commercial hunting, non-commercial fishing, hiking, walking, scientific study, animal/plant observation, nature and environmental education, historic tours, photography, and any other purposes consistent with these accepted uses and the maintenance of the Conservation Values, subject to all applicable federal, state, and local laws and regulations. All improvements shall be subject to the terms and conditions set forth herein and by the Grant Contract. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used on allowed roads, trails, or paths, exclusively for management, maintenance, or stewardship purposes.

B. Public Use and Access. Grantor reserves the right to allow public access and use of the Easement Area for the purpose of creating open space with associated passive recreational activities as provided for herein.

C. Existing Roads and Trails. Grantor reserves the right to maintain existing unpaved roads and trails in the Easement Area. These roads and trails shall not be paved or covered with asphalt, but gravel and permanent vegetation may be used to stabilize them. Associated ditches, culverts, and bridges may be maintained and replaced as necessary as maintenance of the road or trail. All necessary care shall be taken to maintain existing roads and trails in a manner so as not

to impair any Conservation Values. Existing roads shall not be realigned without the prior written consent of the Fund.

D. Greenway Trails. Subject to the Fund's prior written approval, Grantor reserves the right to construct paved greenway trails in the Easement Area for the purpose of recreation. All paved greenway trails must be located a minimum distance of 30 feet from the top of bank of surface waters, unless such locations are physically impracticable, and must be located so as not to impair the Conservation Values. When required by the terrain, paved greenway trails may include boardwalks, ramps, and handrails to the extent necessary. The Grantor may also construct and maintain park benches, litter receptacles, and trail/feature signs along paved greenway trails. All necessary care shall be taken to construct and maintain such features and paved greenway trails in a manner so as not to impair any Conservation Values either during or after construction. The Fund reserves the right to close any paved greenway trails that are considered detrimental to the Conservation Values. All realignments of greenway trails shall be treated the same as new greenway trails and require the prior written approval of the Fund.

E. Natural Surface Trails. Subject to the Fund's prior written approval as specified herein, Grantor reserves the right to construct natural surface trails in the Easement Area for the purpose of hiking and non-motorized bicycling. All natural surface trails must be located a minimum distance of 30 feet from the top of the bank of all surface water, unless such locations are physically impracticable, and must be located so as not to impair the Conservation Values. All trail construction involving soil disturbance must follow best practices for sustainable trail design and construction, and must have prior written approval by the Fund. Private trails for personal use by the landowner and a small number of guests that will not have more than a de minimis impact on the land, water quality, or environment are excepted from the requirements of the immediately preceding sentence. When required by the terrain, natural surface trails may include boardwalks, ramps, and handrails to the extent necessary. The Grantor may also construct and maintain park benches, litter receptacles, and trail/feature signs along natural surface trails. All necessary care shall be taken to construct and maintain such features and natural surface trails in a manner so as not to impair any Conservation Values either during or after construction. The Fund reserves the right to close any natural surface trails that are considered detrimental to Conservation Values. All realignments of natural surface trails are subject to the requirements of this Paragraph.

F. Stream Crossings. Grantor reserves the right to construct and maintain bridges or other stream crossings up to 10 feet wide across streams in the Easement Area, provided such crossings are connected to trails permitted herein, constructed in a way as to maximize water quality protection, and permitted by all applicable regulatory authorities. The number and width of stream crossings must be minimized. New stream crossings and realignments thereof, require the prior written approval of the Fund.

G. Observation/Viewing Platform. Grantor reserves the right to construct, maintain, and repair three (3) observation/viewing platform(s) in the Easement Area with optional bench seating, handrails, and connecting steps and ramps as required by the terrain, so long as the Conservation Values are not impaired. Observation/viewing platforms may be located on the bank of Smith Creek if allowed and approved by all applicable regulatory authorities, provided such platforms must connect to a trail permitted herein. All necessary care shall be taken to construct

and maintain observation/viewing platforms in a manner so as not to impair any Conservation Values either during or after construction.

H. Vegetation Management. Grantor reserves the right to manage vegetation for the following activities: (1) boundary marking, fencing, and signage, (2) selective cutting, prescribed burning, and the application of herbicides and pesticides for fire containment, insect and disease control, restoration of hydrology, wetlands enhancement, and/or control of invasive exotic plants, and (3) removal of damaged trees and debris caused by storms, fire, or other casualty, which pose a threat to life or property.

I. Native Community Restoration, Management, and Maintenance. Grantor reserves the right to perform all activities necessary to restore, manage, and/or maintain the native plant and animal communities in the Easement Area. All necessary care shall be taken to protect all Conservation Values, and restoration, management, and maintenance activities shall be carried out in a manner so as not to impair any Conservation Values either during or after the activities.

J. Hunting and Fishing. Grantor reserves the right to hunt and fish for recreational purposes in accordance with all federal, state, and local rules and regulations.

ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Easement Area that is inconsistent with this Conservation Easement or the Conservation Values is prohibited. The Easement Area shall be maintained in its natural, scenic, wooded, and open condition and restricted from any development or use that would impair or interfere with this Conservation Easement or the Conservation Values.

Without limiting the generality of the immediately foregoing Paragraph, the following activities and uses are expressly prohibited or restricted in the Easement Area as stated, except to the extent of rights specifically reserved to Grantor in **Article II**. When an activity or use is prohibited or restricted in, within, on, or of the Easement Area, the activity or use is prohibited or restricted in, on, over, under, through, above, and across the Easement Area.

A. Industrial and Commercial Use. Industrial and commercial activities are prohibited in the Easement Area.

B. Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations and any rights of passage for such purposes are prohibited in the Easement Area.

C. Disturbance of Natural Features, Plants, and Animals. There shall be no cutting or removal of trees and no disturbance of other natural features within the Easement Area except as permitted in **Article II**.

D. Construction of Buildings. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display,

antenna, utility pole, tower, conduit, line, pier, landing, dock, or any other temporary or permanent structure or facility in the Easement Area.

E. Signs. Signs are not permitted in the Easement Area except for the following signs: no trespassing signs, local, state, or federal traffic or similar information signs, for sale or lease signs, signs identifying the Conservation Values of the Easement, signs identifying the Grantor as owner of the Property, signs identifying the Grantee as holder of the Conservation Easement, educational signs, and interpretative signs.

F. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining, or drilling in the Easement Area. There shall be no removal of topsoil, sand, gravel, rock, peat, minerals, hydrocarbons, or other materials from the Easement Area. There shall be no change in the topography of the land in the Easement Area in any manner except as necessary to combat erosion or incidental to conservation management activities permitted in the Easement Area.

G. Wetlands and Water Quality. There shall be no pollution or alteration of surface waters in the Easement Area. There shall be no construction or other activities that would be detrimental to water quality or that would alter the natural water levels, drainage, sedimentation, or water flow in, on, or over the Easement Area or into any surface waters. There shall be no construction or other activities that would cause soil degradation or erosion. There shall be no diking, dredging, alteration, draining, filling, or removal of wetlands, except as a necessary part of restoring natural hydrology, enhancing wetlands, or improving water quality, as permitted by state and any other appropriate authorities, and then only after written approval is granted by the Fund for such activities.

H. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or other materials in the Easement Area is prohibited.

I. Conveyance and Subdivision. The Easement Area shall not be divided, subdivided, or partitioned. The underlying property interests in the Easement Area, including, but not limited to the fee simple interest, shall not be divided, subdivided, or partitioned. Without limiting the foregoing, the Easement Area shall not be conveyed except in its current configuration as a single parcel of property.

J. Open Space and Development Rights. The Easement Area shall not be used to satisfy open space or density requirements of any cluster or other development scheme or plan. The development rights encumbered by this Conservation Easement shall not be transferred to any other land pursuant to a transfer of development rights scheme, a cluster development arrangement, or otherwise.

K. Mitigation. There shall be no use of the Easement Area or any portion thereof to satisfy compensatory mitigation requirements under 33 USC Section 1344, NCGS §143-214.11, or otherwise, or any successor or replacement provision of the foregoing.

ARTICLE IV. ENFORCEMENT AND REMEDIES

A. Enforcement and Remedies. To accomplish the purpose(s) of this Conservation Easement, Grantee is allowed to prevent any activity on or use of the Easement Area that is inconsistent with this Conservation Easement, and to require the prompt restoration to the condition required by this Conservation Easement of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings for damages, injunctive relief, and any other legal or equitable remedy. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Easement Area; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunction, or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement, including, without limitation, those set forth in the Grant Contract under which this Conservation Easement was obtained.

B. Access for Inspection and Right of Entry. Grantee shall have the right, by and through its agents and employees, to enter the Property to inspect the Property for compliance with this Conservation Easement at all reasonable times and with prior notice and, if necessary, cross other lands retained by the Grantor for the purposes of (1) inspecting the Property to determine if the Grantor is complying with the covenants and purpose(s) of this Conservation Easement; (2) enforcing the terms of this Conservation Easement; (3) taking any and all actions with respect to the Property as may be necessary or appropriate with or without order of the Court, to remedy or abate violations hereof; and (4) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Property by the Grantor.

C. Termination and Proceeds of Property Rights Created. This Conservation Easement gives rise to a property right that is immediately vested in the Grantee at the time of recordation, with a fair market value that is equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole on the date of the recording of this Conservation Easement. This proportionate value shall remain constant.

1. Eminent Domain. Whenever all or part of the Property is taken, or threatened to be taken, by exercise of eminent domain by public, corporate, or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate any restriction imposed by this

Conservation Easement, the Grantor shall immediately give notice to Grantee and the Fund, and shall take all appropriate actions related to such taking or negotiated sale in coordination with and with the consent of the Grantee and the Fund, to recover the full value of the taking and all incidental or direct damages resulting from the taking. The 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 according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulations §1.170A-14(g)(6)(ii) or any successor regulation. **"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 Property, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. As allowed by NCGS §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the purpose(s) of the Conservation Easement as set forth herein. Notwithstanding the foregoing, all Proceeds of Sale shall be distributed among the Parties according to each Party's respective contribution to the purchase price of the Property and this Conservation Easement. For the purposes of determining any distribution of proceeds pursuant to this section, Grantor's proportionate contribution to the purchase price shall be deemed to be 60%, and Grantee's proportionate contribution to the purchase price shall be deemed to be 40%.

2. Changed Conditions. If a subsequent, unexpected change in conditions surrounding the Property makes impossible or impractical the continued use of the Property for the purpose(s) of this Conservation Easement as set forth herein, and the Conservation Easement is extinguished by judicial proceeding, the Grantee, its successor and assigns, shall be entitled to a portion of the proceeds of any sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulations §1.170A-14(g)(6)(ii) or any successor regulation. **"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 Property, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. As allowed by NCGS §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the purpose(s) of the Conservation Easement as set forth herein. Notwithstanding the foregoing, all Proceeds of Sale shall be distributed among the Parties according to each Party's respective contribution to the purchase price of the Property and this Conservation Easement. For the purposes of determining any distribution of proceeds pursuant to this section, Grantor's proportionate contribution to the purchase price shall be deemed to be 60%, and Grantee's proportionate contribution to the purchase price shall be deemed to be 40%.

D. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area resulting from the acts of third parties not authorized by Grantor, or from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth

movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, property damage or harm to the Easement Area resulting from such causes.

E. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

F. 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 impair such right or remedy or be construed as a waiver.

ARTICLE V. TITLE

The Grantor covenants and represents and warrants (i) that the Grantor is the sole owner and is seized of the Property and Easement Area in fee simple and has good right to grant and convey the aforesaid Conservation Easement; (ii) that there is legal access to the Property and the Easement Area, (iii) that the Property and Easement Area are free and clear of any and all encumbrances, except those permitted exceptions outlined below, none of which would nullify, impair or limit in any way the terms or effect of this Conservation Easement; (iv) that Grantor shall defend its title against the claims of all persons whomsoever; and (v) that the Grantee, its successors and assigns, shall have the right to monitor and defend the terms of the aforesaid Conservation Easement. The following are permitted exceptions to the above covenants, representations, and warranties:

A. Ad Valorem taxes for the year 2018, and subsequent years, not yet due and payable.

B. One-hundred (100) foot wide easement to Carolina Power and Light Company recorded in Deed Book _____, Page _____, as Shown on the Survey dated March 12, 2018 and recorded in Plat Book _____, Pages _____, both in the Office of the Register of Deeds, Granville County, North Carolina.

C. Boundary Line Agreement recorded in Book 143, Page 167, Granville County Registry.

D. Mineral royalty reservation set forth in Deed recorded in Book 1079, Page 779, and re-recorded in Book 1083, Page 388, Granville County Registry.

E. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the land and riparian and/or littoral rights incident to the land.

ARTICLE VI. MISCELLANEOUS

A. Stewardship of the Conservation Easement. Pursuant to the terms of the Grant

Contract and any contract for stewardship of the Easement Area entered into pursuant to the Grant Contract, Tar River Land Conservancy will monitor and observe the Easement Area in perpetuity to assure compliance with the purposes and provisions of this Conservation Easement and the provisions of the Grant Contract, and that it will report on the condition of the Easement Area, or provide for such reporting to the State and the Fund no less frequently than once a year; and further will report immediately to the State and the Fund any observed and/or known violations of this Conservation Easement or the Grant Contract. The Parties acknowledge that the associated stewardship monies awarded under the Grant Contract are administered pursuant to NCGS §143B-135.236 which establishes the North Carolina Conservation Easement Endowment Fund, or any successor law, and the internal policies and procedures of the Fund, and that Tar River Land Conservancy's obligation to monitor the Easement Area at any given time is contingent on the availability of said stewardship funds. Further, the Parties acknowledge that this obligation to monitor the Easement Area is assignable provided such assignment is made with the prior written approval of the Fund and evidenced by a written instrument signed by the Parties thereto and recorded in the Office of the Register of Deeds of Granville County. Provided further, that any such assignment of Tar River Land Conservancy's obligation to monitor the Easement Area shall include a right of entry onto the Property and the Easement Area for the assignee of said monitoring obligation, and shall require the monitoring to be carried out in accordance with and subject to NCGS §143B-135.236 or any successor law, and the Fund's internal stewardship policies and procedures. The Parties specifically acknowledge that neither Tar River Land Conservancy's obligation to monitor the Easement Area, nor its assignment of said obligation, shall have any effect on the rights and obligations of the Grantee of this Conservation Easement. Further, the Parties covenant that the obligation to provide monitoring of the Easement Area will survive any transfer of Grantor's fee interest in the Property.

B. Subsequent Transfers of the Fee. Grantor agrees for itself, its successors and assigns, that in the event it intends to transfer the Property, any interest in the Property, or any portion of the Property that includes the Easement Area, to notify the Grantee and the Fund in writing of the names and addresses of any party to whom the Property is to be transferred, the nature of the interest to be transferred, and the terms and conditions of the intended transfer, at least sixty (60) days before the transfer is intended to be consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed. The Property owner shall not convey the Property or any interest therein, and shall not incur, assume, or suffer to exist any lien, upon or with respect to the Property, without disclosing to the prospective buyer the Conservation Easement, the obligations of the Property owner and limitations on use of the Property. Nothing in this Paragraph abrogates or limits **Paragraph I of Article III** hereof.

C. Subsequent Transfers of the Conservation Easement. The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable with any such assignee having all the rights and remedies of Grantee hereunder. The Parties hereby covenant and agree, that in the event this Conservation Easement is transferred or assigned, the transferee or assignee of the Conservation Easement will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated thereunder (the "Code") that is organized or operated

primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, a qualified holder as that term is defined in the Act or any successor statute, and a qualified grant recipient pursuant to N.C.G.S. Chapter 143B, Article 2, Part 41. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the purpose(s) of the Conservation Easement that the contribution was originally intended to advance as set forth herein, but acknowledge specifically that any transfer or assignment of the Conservation Easement shall have no effect on Tar River Land Conservancy's obligation to provide stewardship of the Conservation Easement as set forth in this Article VI.

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

1. Taxes. The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Easement Area, the Grantor will reimburse the Grantee for the same.
2. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, including the Easement Area, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Easement Area.
3. Liability and Indemnification. If the Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, including the Easement Area, the Grantor shall indemnify and reimburse the Grantee for these payments, as well as reasonable attorneys' fees and other expenses of defending itself, unless the Grantee has committed a deliberate act that is determined to be the sole cause of the injury or damage.

E. Conservation Purpose. Grantor and Grantee, each for itself, and its respective successors and assigns, agree that this Conservation Easement shall be held exclusively for conservation purposes set forth by the Grant Contract, this Conservation Easement and as specified in Section 170(h)(4)(A) of the Code. Further, this Conservation Easement shall be construed to promote the purposes of the Act and such purposes of this Conservation Easement as are defined in Section 170(h)(4)(A) of the Code.

F. Recording. Grantee shall record this instrument and any amendment hereto in timely fashion in the official records of Granville County, North Carolina, and may re-record it at any time as may be required to preserve Grantee's rights.

G. Notices. Any notices shall be sent by registered or certified mail, return receipt

requested, to the parties at their addresses shown below:

If to Grantee:

Clean Water Management Trust Fund
1651 Mail Service Center
Raleigh, NC 27699-1651

If to Owner:

Tar River Land Conservancy
P.O. Box 1161
Louisburg, NC 27549

The Parties may update their addresses by a notice given in accordance with this Paragraph.

H. Amendments. Grantor and Grantee, or their successors in interest in the Property, are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purpose(s) of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendment(s) require the prior written consent of both Grantor and Grantee and shall be effective upon recording in the public records of Granville County, North Carolina.

I. Environmental Condition of the Property. The Grantor warrants, represents and covenants to the Grantee that to the best of its knowledge after appropriate inquiry and investigation: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations; (b) as of the date hereof there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith; (c) that there is no environmental condition existing on the Property or the Easement Area that may prohibit or impede use of the Property or the Easement Area for the purpose(s) set forth herein; and (d) the Grantor will not allow such uses or conditions.

J. Indemnity. The Grantor agrees to the fullest extent permitted by law, to protect, indemnify and hold harmless Grantee from and against all claims, actions, liabilities, damages, fines, penalties, costs, and expenses suffered as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation or of the use or presence of hazardous substance, hazardous waste, or other regulated material in, on or under the Property.

K. Entire Agreement. The Recitals set forth above and the exhibits, if any, attached hereto are incorporated herein by reference. This instrument, including the Grant Contract incorporated by reference herein, sets forth the entire agreement of the Parties with respect to the Project and supersedes all prior discussions, negotiations, understandings, and agreements relating to the Project. To the extent that this Conservation Easement is in conflict with the Grant Contract, the terms of the Conservation Easement shall control.

L. Interpretation. This Conservation Easement shall be construed and interpreted under the laws of the State and the United States, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein. The normal rule of construction of ambiguities against the drafting party shall not apply in the interpretation of this Conservation Easement. Further, this Conservation Easement shall be construed to promote the purposes of the Act, which authorizes the creation of conservation agreements for purposes

including those set forth herein, and such conservation purposes as are define in Section 170(h) (4) (A) of the Code. If any provision of this Conservation Easement is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

M. Parties. Every provision of this Conservation Easement that applies to the Grantor or to the Grantee or to the Fund shall likewise apply to their respective executors, administrators, successors, and assigns.

N. No Extinguishment through Merger. The Parties agree that the doctrine of extinguishment by merger shall not apply to this Conservation Easement because of the public interest in its enforcement. The Parties agree that this Conservation Easement and its terms shall survive any coming together of the ownership of the fee interest and the Conservation Easement interest in the Property and Easement Area, and that this Conservation Easement shall not be merged into the fee interest. Further, the Parties agree that if Grantee, or any successor in interest to Grantee, acquires title to any fee interest in the Property subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement, and (ii) this Conservation Easement shall not be extinguished through the doctrine of merger in any way in view of the public interest in its enforcement.

O. Subsequent Liens. No provisions of this Conservation Easement shall be construed as impairing the ability of Grantor to use this Property for collateral for borrowing purposes, provided that any mortgage or lien arising there from shall be subordinated to this Conservation Easement.

P. Gender. The designations Grantor, Grantee, State, and Fund, as used herein shall include the Parties and their administrators, successors, and assigns, and shall include the singular, plural, masculine, feminine, or neuter as the context may require.

Q. Headings. The headings of the various sections of this Conservation Easement have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding upon Grantor and Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

[See next page for signatures and notary acknowledgement]

IN WITNESS WHEREOF, Grantor, by authority duly given, has hereunto caused these presents to be executed under seal in such form as to be binding, the day and year first above written, and Grantee accepts this Conservation Easement by the recording hereof in the public records.

GRANTOR:

TAR RIVER LAND CONSERVANCY,
a North Carolina non-profit corporation

By: _____ (SEAL)
Ernest B. Averett
President

ATTEST:

By: _____
Derek E. Halberg
Corporate Assistant Secretary

[Affix Corporate Seal]

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned Notary Public of the aforesaid county, North Carolina, do hereby certify that Derek E. Halberg personally appeared before me this day and acknowledged that he/she is the Corporate Assistant Secretary of Tar River Land Conservancy, a non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Ernest B. Averett, sealed with its corporate seal, and attested by himself as its Corporate Assistant Secretary.

Witness my hand and notarial seal this the _____ day of _____, 2018.

Notary Public: _____

Printed Name: _____

My commission expires: _____

STAMP/SEAL

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY PROPERTY OF TAR RIVER LAND CONSERVANCY BRASSFIELD TOWNSHIP GRANVILLE COUNTY, NORTH CAROLINA

TRACT ONE:

That certain tract or parcel of land situate along Rock Spring Church Road (State Road 1718) and Turner Road (State Road 1719), Brassfield Township, Granville County, North Carolina, and more particularly described as follows:

Being all of that 923.73-acre parcel as shown on plat entitled “Property of Creedmoor Investments, LLC, Survey for The Conservation Fund & Tar River Land Conservancy”, prepared by Benjamin L. Bryan, Professional Land Surveyor, dated March 12, 2018, of record in Plat Book 47, Page 20, Office of Register of Deeds, Granville County, North Carolina, to which reference is hereby made for a more particular description.

TRACT TWO:

That certain tract or parcel of land situate along Horseshoe Road (State Road 1709), Brassfield Township, Granville County, North Carolina, and more particularly described as follows:

Being all of that 158.04-acre parcel as shown on plat entitled “Property of Creedmoor Investments, LLC, Recombination Survey for The Conservation Fund & Tar River Land Conservancy”, prepared by Benjamin L. Bryan, Professional Land Surveyor, dated March 19, 2018, of record in Plat Book 47, Page 19, Office of Register of Deeds, Granville County, North Carolina, to which reference is hereby made for a more particular description.

EXHIBIT B

LEGAL DESCRIPTION OF CWMTF EASEMENT AREA

Collectively being that certain 26.57-acre parcel of land identified as “CE 1”, that certain 23.77-acre parcel of land identified as “CE 2”, that certain 104.05-acre parcel of land identified as “CE 3”, that certain 12.69-acre parcel of land identified as “CE 4”, that certain 129.53-acre parcel of land identified as “CE 5”, that certain 14.49-acre parcel of land identified as “CE 6”, that certain 28.05-acre parcel of land identified as “CE 7”, that certain 2.85-acre parcel of land identified as “CE 8”, that certain 15.27-acre parcel of land identified as “CE 9”, that certain 10.70-acre parcel of land identified as “CE 10”, that certain 12.02-acre parcel of land identified as “CE 11”, and that certain 41.64-acre parcel of land identified as “CE 12”, all as shown on plat entitled “Property of The Conservation Fund, Conservation Easement Survey for Tar River Land Conservancy & NC Clean Water Management Trust Fund”, prepared by Benjamin L. Bryan, Professional Land Surveyor, dated March 12, 2018, of record in Plat Book _____, Pages _____, Office of Register of Deeds, Granville County, North Carolina, to which reference is hereby made for a more particular description.

EXHIBIT C: GRANVILLE COUNTY CONSERVATION EASEMENT

After recording return to:

James C. Wrenn, Jr.
Hopper, Hicks, and Wrenn, PLLC
P.O. Box 247
Oxford, NC 27565

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

PIN 1814-00-29-9797
PIN 1814-00-19-7608
PIN 1804-00-52-1736

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement (the "Conservation Easement") is granted on this _____ day of _____, 2018, by and between **Tar River Land Conservancy**, a North Carolina non-profit corporation ("Grantor"), and the **Granville County, a body politic and corporate** (the "Grantee").

RECITALS

A. Grantor is the sole owner in fee simple of certain real property lying and being in Brassfield Township, Granville County, North Carolina (the "Easement Property"), and more particularly described on the attached **Exhibit A** incorporated by reference as if fully set forth herein.

B. Grantee is (1) a public agency; (2) a "qualified organization" and an "eligible donee" within the meaning of Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder; (3) authorized by the laws of the State of North Carolina to accept, hold, and administer interests in land including conservation easements; and (4) willing to accept this Conservation Easement under the terms and conditions hereinafter described.

C. Grantor and Grantee acknowledge that the Easement Property is subject to a Conservation Easement in favor of the State of North Carolina acting by and through the North Carolina Clean Water Management Trust Fund, dated _____, 2018, and recorded in Deed Book _____, Page _____, Granville County Registry (hereinafter "CWMTF Easement").

D. As described in more detail herein, Grantor desires to grant and Grantee desires to accept a perpetual easement for conservation purposes on the Easement

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Property, as more particularly described and depicted on that Plat of record described in Exhibit A.

E. Grantor and Grantee recognize that the Easement Property in its present state (1) has conservation value as a significant natural area that has not been subject to significant development; (2) provides a “relatively natural habitat for fish, wildlife, or plants or similar ecosystem” as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, and is a part of the Smith Creek Alluvial Forest and Slopes State Natural Heritage Area; and (3) is a “resource for outdoor recreation by, or the education of, the general public” as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code.

F. Grantor and Grantee further recognize that as a result of this grant, the parties will be better able to: (1) restore and maintain the existing forest, wetlands and riparian buffers on the Easement Property; (2) provide passive recreational opportunities for the surrounding communities; (3) create educational opportunities to showcase the natural environment and the benefits of natural resource management and conservation practices; and (4) enhance and protect other conservation values.

G. Preservation of the Easement Property in its present state has additional conservation value as scenic open space as evidenced by the fact that development of the Easement Property would impair the natural, scenic, historic, and open space character of the Easement Property and the surrounding watershed located within the Upper Neuse River Basin.

H. The Easement Property has significant forested acreage in the Upper Neuse River Basin which is subject to a mandatory basin-wide management plan imposed by the State of North Carolina, to protect water quality, public water supply, significant wetlands, and natural areas within the basin.

I. Grantor and Grantee have the common purpose of conserving the above-described natural, historic, scenic, biological, and open condition of the Easement Property and its wildlife habitat values.

I. The purposes of this Conservation Easement are to preserve and protect the Conservation Values of the Easement Property described in the foregoing Recitals, to maintain permanently the natural, scenic, historic, biological, and open space character of the Easement Property, including land, water, and wildlife resources or forest use, and to prevent any use of the Easement Property that would significantly impair or interfere with the Conservation Values of the Easement Property as set forth in paragraphs D, E, F, and G of the Recitals hereinabove.

J. Grantor and Grantee acknowledge that this Conservation Easement is an integral part of written agreements related to the acquisition of the Property, namely:

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(1) The Interlocal Agreement Related to the Local Government Contributions Towards the Funding of the Smith Creek Conservation Easement by the City of Raleigh, the County of Wake, and the County of Granville and related matters, dated _____ (“Interlocal Agreement”);

(2) The Funding Agreement between the County of Wake, the City of Raleigh, and Tar River Land Conservancy, dated _____ (“Funding Agreement”); and

(3) Grant agreements between the State of North Carolina, acting by and through the North Carolina Clean Water Management Trust Fund, and Tar River Land Conservancy (hereinafter “CWMTF”), having grant numbers 2015-016, 2016-021, and 2017-085.

NOW, THEREFORE, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions, and restrictions contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby mutually acknowledged by the parties, Grantor hereby grants and conveys unto Grantee, its successors and assigns, in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Easement Property, together with the right to preserve and protect the Conservation Values of the Easement Property.

To achieve these purposes, the following conditions and restrictions are set forth:

ARTICLE I. DURATION OF EASEMENT

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

ARTICLE II. PROHIBITED, RESTRICTED, AND RESERVED ACTIVITIES

The Easement Property shall be maintained in its natural, historic, scenic, and open condition and restricted from development that would significantly impair or interfere with the Conservation Values of the Easement Property as set forth in the Recitals hereinabove.

Any activity on or use of the Easement Property inconsistent with the purposes of this Conservation Easement or destructive of the Conservation Values is prohibited; provided, however, that Grantor and Grantee acknowledge and agree that all rights reserved by Grantor hereunder are consistent with the conservation purposes of this Conservation Easement, so long as the manner in which such rights are exercised may not adversely impact the Conservation Values of the Easement Property as set forth herein, and require no prior notification to or approval by the Grantee unless expressly provided hereunder. Notwithstanding the foregoing, the Grantor is prohibited from engaging in and Grantee is prohibited from consenting to the conduct by Grantor of any

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activity that is destructive of the Conservation Values or would otherwise result in the termination of this Conservation Easement or would cause it to fail to qualify as a qualified conservation contribution as described in Sections 170(h) and 2031(c)(8)(B) of the Internal Revenue Code, or any regulations promulgated thereunder. In addition, Grantor must notify Grantee, in writing, before exercising any rights reserved hereunder which may impair the conservation interests associated with the Easement Property, as required by Reg. Section 1.170A-14(g)(5)(ii), Income Tax Regs.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted, or reserved as the case may be.

A. Industrial and Commercial Use. Industrial and commercial use of the Easement Property and access therefor is prohibited, except that the Grantor may continue agriculture and forestry activities existing as of the date of this Conservation Easement, so long as such activities do not constitute more than a *de minimus* use of the Easement Property for a commercial recreational enterprise; such forestry activities are exercised in a manner consistent with the Forest Management Plan contemplated in Section II.B. below; and such agricultural activities are exercised in accordance with Best Management Practices of the State of North Carolina and applicable federal, state, and local laws, as more fully contemplated in Section II.C. below. Fishing, hiking, nature and historic tours, photography and filming, horseback riding, cycling, lawful hunting, and other similar low-impact or “ecotourist” type commercial recreation activities and educational uses are permitted. Grantor is prohibited from conducting any agriculture, forestry, educational, and recreational activities in any manner that would significantly impair or interfere with the Conservation Values of the Easement Property as set forth in the Recitals hereinabove. No activities shall violate the standard set forth in Section 2031(c)(8)(B) of the Internal Revenue Code, which prohibits more than a *de minimis* use of the Easement Property for a commercial recreational activity. By prohibiting more than a *de minimis* use of the Easement Property for commercial outdoor recreation, it is the intent of the parties to prevent the Easement Property from becoming the site of a commercial recreational enterprise, such as a commercial campground, a golf course, a commercial site for an ATV, motorcross, or other racetrack, or similar intensive or predominately commercial use, but this restriction shall not be construed to mean (1) the occasional use of or access to the Easement Property by individuals or groups who pay a fee to a guide, educator, or outfitter to supervise outdoor recreational activities or (2) activities that can be and are conducted within improvements otherwise allowed by this Conservation Easement. Further “commercial use” shall not include the collection of a fee or donation by Grantor from individuals or groups for use of the improvements otherwise allowed by this Conservation Easement, so long as such use is in furtherance of the education of the general public.

B. Forest Management. Grantor shall not harvest timber or other wood products without first submitting to Grantee for its approval a Forest Management Plan for the Easement Property (hereinafter the “Forestry Plan”). The Forestry Plan shall be prepared by a Registered Forester, or by another qualified person approved in advance and in writing by Grantee, whose approval shall not be unreasonably withheld. Grantor

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shall submit the Forestry Plan (including any subsequent updates, amendments, changes, or revisions to the Forestry Plan) to Grantee prior to implementation. Grantee's approval of the forestry plan and any update, amendment, or change to the Forestry Plan, shall not be unreasonably withheld or conditioned. Any forestry activity on the Easement Property shall be conducted in accordance with the Forestry Plan (including any subsequent updates, amendments, changes, or revisions to the Forestry Plan) on file with the Grantee and shall comply with the North Carolina Forest Service's Best Management Practices for timber harvest and management as the same may be promulgated by law or regulation in the state of North Carolina as adopted by the North Carolina organization of professional foresters, as amended from time-to-time. The Forestry Plan shall be updated at least once every Ten (10) years if Grantor intends to harvest timber or other wood products. Grantee must receive notice Thirty (30) days in advance of any timber harvesting. Regeneration may be achieved through natural or artificial means. Grantor is prohibited from harvesting timber or any other wood products in the buffers along the tributaries on the Easement Property within One Hundred (100) feet of either side of the stream channels. Grantee may permit forestry activity within the One Hundred (100) foot buffer, on a case-by-case basis, to address disease and insect infestation or in the event of natural disaster.

C. Signage. Display to the public of billboards, signs, or advertisements is prohibited on or over the Easement Property, except for: the posting of no trespassing signs; hunting "posted" signs; "for sale" signs; signs identifying the Conservation Values of the Easement Property and/or identifying the Grantor as owner of the Easement Property and the Grantee as holder of the Conservation Easement; signs with the Easement Property name; signs that advertise the uses that are considered in this Conservation Easement for a conservation center, educational purposes, and agricultural purposes; signs giving directions, regulations for the use of the Easement Property, interpretive signs; and environmental kiosks; and signage contemplated under North Carolina General Statute § 99E-1 *et seq.*

D. Dumping and Trash. Subsequent to the date hereof, no trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or radioactive or hazardous waste shall be placed, stored, dumped, or buried on the Easement Property, except as reasonably required for the use of the Easement Property for agricultural activities, and then only in accordance with applicable local, state, and federal laws and regulations and the Conservation Plan. The storage of agricultural products, byproducts, and agricultural equipment on the Easement Property, so long as such storage is done in accordance with all applicable government laws and regulations and the Conservation Plan, is permitted. Naturally produced waste products (such as animal waste) and organic compost matter may be stored on the Easement Property only for the uses considered in this Conservation Easement and for use on the Easement Property and associated agricultural programs on nearby properties, subject to the Conservation Plan and the limitations set forth herein. Notwithstanding anything contained herein to the contrary, no provision, term, or condition of this Conservation Easement shall impose upon the Grantor any duty to remove any waste or otherwise remediate any condition located on the Easement Property prior to the date hereof.

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E. Mineral Use, Excavation, Dredging. There shall be no exploration for, or extraction of, oil, gas or other minerals, or hydrocarbons; there shall be no filling, excavation, dredging, or mining; there shall be no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials; and there shall be no change in topography of the land in any manner on the Easement Property; except (1) for construction and maintenance of structures, roads, and similar improvements existing as of the date of this Conservation Easement or otherwise expressly permitted hereunder, including but not limited to (a) access easement roads over the Easement Property for the purpose of allowing access to public roads from the structures or allowable uses permitted in this Conservation Easement, and (b) allowing access to other portions of the property; and (2) for historic and archaeological research and excavation of any historically important land area, provided there shall be no excavation for historic and archaeological purposes if such excavation may significantly impair or interfere with the Conservation Values of the Easement Property as set forth in the Recitals.

F. Hunting, Fishing, Wildlife Enhancement, and Other Non-Commercial Recreation. Grantor and its invitees, lessees, and licensees may use the Easement Property for non-commercial low-impact recreational activities. “Low-impact” is defined as dispersed, non-commercial, and non-motorized recreational activities that do not generally rely on buildings and have minimal impact on renewable natural resources. Such activities include but are not limited to hunting, fishing, bird watching, camping, picnicking, hiking, nature and historic tours, photography and filming, horse-back riding, cycling, and other similar low-impact recreational activities, but only in accordance with and subject to all applicable federal, state, and local laws and regulations. Commercial trapping is prohibited; however, trapping for wildlife management or for other management purpose is allowed. Grantor reserves the right to promulgate and enforce reasonable rules and regulations for all activities incident to recreational use of the Easement Property, including but not limited to, the right to prohibit any recreational use that would permit severe damage to or destruction of signification Conservation Values of the Easement Property.

G. Conveyance and Subdivision. The Easement Property may not be divided, partitioned, subdivided, nor conveyed except in its current configuration as a unified tract, except as described herein. Notwithstanding the foregoing, the Easement Property may be subdivided into multiple tracts if such subdivision is required by law, including applicable zoning ordinances, or in order to obtain a special use permit, so that Grantor may exercise its rights to construct improvements otherwise expressly allowed in this Conservation Easement; provided that the resulting lots must remain in one unified ownership. All tracts resulting from such subdivision shall remain encumbered by this Conservation Easement.

H. Water Quality and Drainage Patterns. Grantor and Grantee acknowledge that the Easement Property contains riparian floodplains, drainages, and isolated wetlands and that the Easement Property’s natural hydrology is relatively intact, all of which contributes to the Conservation Values of the Easement Property set forth in the Recitals.

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There shall be no alteration of natural drainage patterns or activities that would result in impairment to water quality or wetlands. There shall be no pollution or alteration of water bodies and no construction or other activities that would be detrimental to water quality. No construction or other activities shall alter natural water levels, drainage, sedimentation, and/or flow in or over the Easement Property or into any surface waters, or cause soil degradation or erosion, nor shall any diking, dredging, alteration, draining, filling, or removal of wetlands be permitted, except activities are permitted to restore natural hydrology, wetlands enhancement, or to mitigate, enhance, or improve water quality as permitted by state and any other appropriate authorities.

I. Construction of Buildings and Other Structures. The construction, replacement, or reconstruction of any building or other structure is prohibited except in accordance with this Section II.J. For purposes of this Conservation Easement, the term “Structure” is intended to include all constructions, assemblages, buildings, or erections, with foundations, placed, assembled, or constructed on, over, or under the surface of the Easement Property by human efforts. All new construction and improvements permitted under this Section II.J. shall be sited so as to cause the least disturbance to the Conservation Values of the Easement Property and shall conform to the water quality restrictions described in Section II.I. In no event shall new buildings or other Structures, excluding fences, be constructed within One Hundred (100) feet from the bank of any stream or tributary on the Easement Property.

- (1) New Structures; Impervious Surface Limitation. Subject to the terms of this Section J, new Structures may be constructed on the Easement Property, provided that the total impervious surface areas associated with all Structures (excluding fences, utilities, roads, trails, and pathways) shall not exceed three percent (3%) of the total areas of the Easement Property. The term “permanent” for purposes of this subsection (2) shall mean Structures with a foundation with the intention to be installed in the ground at one location for a period longer than Twenty-four (24) months.
- (2) Fences. Existing fences may be repaired and replaced, and new perimeter fences may be built, for purposes of reasonable and customary management of livestock and wildlife and to mark property boundaries, without the permission of Grantee. Fences for the purpose of protecting any ponds or permanent or intermittent watercourses on the Easement Property are also permitted without the permission of Grantee.
- (3) Utilities Services and Septic Systems. Installation, maintenance, repair, replacement, removal, and relocation of electric, gas, and water facilities, sewer lines, and/or other public or private utilities, including telephone or other communication services over or under the Easement Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve structures located on the Easement Property as otherwise expressly permitted herein, and the right to grant easements over and under the

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Easement Property and, if necessary, to cut vegetation and trees for such purposes, is permitted but shall be sited so as to cause the least disturbance to the Conservation Values of the Easement Property.

All utilities permitted in this Section shall be located consistent with the water quality restrictions described in Section II.I. and at least One Hundred (100) feet from the bank of streams and tributaries on the Easement Property. In all events, such utilities shall be installed in such a manner and location to minimize as much as reasonably possible the impact on the Conservation Values as set forth in this Conservation Easement. In no event shall commercial cellular or other communication towers be allowed on the Easement Property. The construction of any other utilities on the Easement Property is prohibited without prior approval of Grantee, which approval shall take into account the impact of the new utility on the Conservation Values of the Easement Property, including the aesthetic quality of the Easement Property, water quality, and other environmental issues, the value of the Easement Property as an open space, any endangered or threatened species on the Easement Property, and such other considerations as Grantee shall deem just and proper in order to ensure that any new utilities do not permit the destruction of any "significant conservation interest" as that phrase is used in U.S. Treas. Reg. Section 1.170A-14(e)(2), or otherwise undermine the conservation purposes of this Conservation Easement or impair or destroy the Conservation Values of the Easement Property.

- (4) Construction Standards. Any construction performed on the Easement Property on or on behalf of Grantor shall be done in conformance with all zoning, governmental, and permitting standards. Prior to any proceeding of or before any governmental agency which may result in a license, permit, or order for any construction of an improvement on the Easement Property, Grantor shall give reasonable notice to Grantee of such proceeding. The construction of any improvement and any other construction activities, including, without limitation, the construction and/or placement of utilities, driveways, or parking areas, shall not be done in any location or manner which might interfere with the Conservation Values of the Easement Property. Silt fences shall be placed so as to minimize runoff during construction activities.
- (5) Notice to Grantee. Except as expressly set forth herein, Grantor is prohibited from proceeding with any site preparation, construction, expansion, replacement, relocation, or removal of any structure described herein, without prior written approval from the Grantee. In requesting any such prior written approval, Grantor must notify Grantee in writing in accordance with the provisions of Section V.N, including at a minimum, sufficient information to enable Grantee to determine whether the proposed plans are consistent with the terms of this Conservation

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Easement. Grantor shall provide Grantee with any additional information requested by Grantee that is reasonably necessary or proper in Grantee's evaluation of Grantor's proposed site preparation, construction, expansion, replacement, relocation, or removal of any structure described herein. In determining whether to approve Grantor's proposed site preparation, construction, expansion, replacement, relocation, or removal of any structure described herein, Grantee shall take into account the impact of such site preparation, construction, expansion, replacement, relocation, or removal of any structure described herein on: (a) the aesthetic value of the Easement Property; (b) the value of the Easement Property as an open space (including the impact of access roads or related traffic associated with any new improvements located on the Easement Property); (c) the Easement Property and surrounding area's environment, including but not limited to air and water quality issues; (d) any threatened or endangered species identified by North Carolina or federal law located in, on or near the Easement Property; and (e) such other considerations as the Grantee shall reasonably deem proper in order to preserve the Conservation Values of the Easement Property. Under no circumstances shall Grantee approve any site preparation, construction, expansion, replacement, relocation, or removal of any structure described herein that permits the destruction of any "significant conservation interest" as that phrase is used in U.S. Treas. Reg. Section 1.170A-14(e)(2) or otherwise conflict with the conservation purposes of this Conservation Easement or threaten, impair, or destroy the Conservation Values of the Easement Property.

J. Roads and Access. Grantor expressly reserves the right to maintain roads and trails and stream crossings located on the Easement Property and existing as of the date of this Conservation Easement, in order to minimize runoff and sedimentation and to maintain access to the interior of the Easement Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Property. In addition, Grantor reserves the right to build such additional roads, paths, and trails consistent with the forest management, agriculture, education, conservation, and low-impact or "ecotourist" recreational purposes contemplated hereunder; provided that in either event, the Grantor first obtains Grantee's prior written consent as to location and width, which consent shall be based upon the considerations enumerated in this Article II. Grantor shall use best management practices in the development of any additional pervious roads, paths and trails. The definition of pervious, for the purposes of this paragraph, includes gravel. Grantor may construct such pervious surface parking, road, or pathway, provided that the location of such parking, road, or pathway requires Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Provided, however, that in connection with the foregoing, all reasonable efforts shall be made to conduct such activities consistent with the water quality restrictions described in Section II.I. and more than One Hundred (100) feet from either side of the streams and tributaries on the Easement Property. In all events, such activities shall be conducted in such a manner and location to minimize as much as

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reasonably possible the impact on the Conservation Values of the Easement Property as set forth in this Conservation Easement.

K. Development Rights. Except as otherwise reserved to the Grantor in this Conservation Easement, the parties agree that all development rights appurtenant to the Easement Property are hereby released, terminated, and extinguished, and may not be used on or transferred to any portion of the Easement Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Easement Property or any other property. The release and termination of development rights in the preceding sentence shall not limit the ability of the Grantor to build unpaved roads or install utilities on the Easement Property as otherwise expressly permitted herein.

L. Quiet Enjoyment. Except as otherwise expressly provided in this Conservation Easement, Grantor reserves to itself, its successors and assigns, all rights accruing from its ownership of the Easement Property, including:

- (1) the right to engage in or permit or invite others to engage in all uses that are not expressly prohibited or restricted herein and do not significantly impair or interfere with the Conservation Values of the Easement Property as set forth in paragraphs D, E, F, and G of the Recitals hereinabove; and
- (2) the right to sell, give, or otherwise convey the Easement Property.

Without limiting the generality of the foregoing, Grantor expressly reserves for itself, its successors and assigns, invitees, and licensees the right of quiet enjoyment of the Easement Property.

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

- (1) Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Easement Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Easement Property, the Grantor will promptly reimburse the Grantee for the same.
- (2) Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Property, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Easement Property.
- (3) Grantor agrees to release, hold harmless, defend, and indemnify Grantee from any and all costs, claims, or liability, including but not limited to

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reasonable attorneys' fees arising from any personal injury, accidents, negligence, or damage relating to the Easement Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

- (4) Grantor shall maintain adequate comprehensive general liability insurance coverage covering its activities in connection with the Easement Property. Grantee shall be a certificate holder under such comprehensive general liability insurance policy or policies. For the purposes hereof, "adequate comprehensive general liability insurance coverage" shall mean as of the date of this easement comprehensive general liability insurance written on an occurrence basis with limits of not less than \$1,000,000 per occurrence/ \$2,000,000 aggregate. The foregoing limits may be satisfied with a combination of primary coverage and excess liability coverage. Grantee may require that the limits of coverage be increased at periodic intervals so that the coverage remains commercially reasonable accounting for inflation; provided, however, that nothing herein shall be read to require the Grantor to adjust the amounts of insurance coverage more frequently than once every ten years or more than the rate of inflation over the preceding ten year period as determined by the Counsumer Price Index, South Region or a successor index covering the southeast region. The policy shall be endorsed to provide coverage for contractual liability.
- (5) Grantee shall maintain adequate comprehensive general liability insurance coverage covering its activities related to obligations under this conservation easement. Grantor shall be a certificate holder under such comprehensive general liability insurance policy or policies. For the purposes hereof, "adequate comprehensive general liability insurance coverage" shall mean as of the date of this easement comprehensive general liability insurance written on an occurrence basis with limits of not less than \$1,000,000 per occurrence/ \$2,000,000 aggregate. The foregoing limits may be satisfied with a combination of primary coverage and excess liability coverage. Grantor may require that the limits of coverage be increased at periodic intervals so that the coverage remains commercially reasonable accounting for inflation; provided, however, that nothing herein shall be read to require the Grantee to adjust the amounts of insurance coverage more frequently than once every ten years or more than the rate of inflation over the preceding ten year period as determined by the Counsumer Price Index, South Region or a successor index covering the southeast region. The policy shall be endorsed to provide coverage for contractual liability.

N. Future Technology or Conditions. No use shall be made of the Easement Property, and no activity thereon shall be permitted, that is or is likely to become inconsistent with the purposes of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, Grantor

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and Grantee are unable to foresee all potential future land uses, future technologies, and future conditions of the Easement Property. Grantee therefore, in its sole discretion, may determine whether proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or alterations in existing uses or structures are consistent with the purposes of this Conservation Easement.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Upon any breach of the terms of this Conservation Easement by either party (the “Breaching Party”), the other party (the “Non-Breaching Party”) shall notify the Breaching Party in writing of such breach and whether it considers such breach to be material. The Breaching Party shall have Ninety (90) days after receipt of such notice to undertake actions that are reasonably necessary to correct promptly the conditions constituting the breach. If a breach that the Non-Breaching Party has alleged to be a material breach remains uncured after Ninety (90) days, the Non-Breaching Party may:

- (1) institute suit to enjoin the breach or enforce the covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory; and/or
- (2) require that the Easement Property be restored promptly to the condition required by this Conservation Easement.

B. The Non-Breaching Party’s remedies shall be cumulative and shall be in addition to any other remedies available to the Non-Breaching Party at law or equity. Notwithstanding any other provision in this Section, in the event that the Non-Breaching Party, in its sole discretion, determines that a violation of the terms of this Conservation Easement occurs or threatens to occur, and that such violation would cause immediate and irreparable injury for which Grantee would have no adequate remedy at law, or to prevent or mitigate significant damage to the Conservation Values of the Easement Property, the Non-Breaching Party may immediately and without notice bring an action at law or in equity to seek to enforce the terms of this Conservation Easement, to seek to enjoin the violation by temporary and/or permanent injunction, to seek to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, and to seek to require the restoration of the Easement Property to the condition that existed prior to any such injury.

C. Any costs incurred by the Non-Breaching Party in enforcing the terms of this Conservation Easement against the Breaching Party, including, without limitations, costs of suits and attorney’s fees, and any costs of restoration necessitated by the Breaching Party’s acts or omissions in violation of the terms of this Conservation Easement, shall be borne by the Breaching Party.

D. No failure on the part of the Non-Breaching Party to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant,

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condition, or provision hereof or affect the right of the Non-Breaching Party to enforce the same in the event of a subsequent breach or default.

E. Grantee, its employees and agents and its successors and assigns, have the right to enter the Easement Property at all reasonable times, with reasonable notice and across other lands retained by the Grantor, its successors or assigns, for the purpose of inspecting the Easement Property to determine whether the Grantor, its successors or assigns, are complying with the terms, conditions, and restrictions of this Conservation Easement. The parties agree that this inspection right meets the requirements of Reg. Section 1.170A-14(g)(5)(ii).

F. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring action against Grantor for any injury or change in the Easement Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate injury to life, damage to property, or harm to the Easement Property resulting from such causes, nor to require Grantor to repair any damage resulting from acts of God.

ARTICLE IV. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Easement Property for any purpose whatsoever. Grantor may, however, permit public access to the Easement Property provided same is not inconsistent with the purposes of this Conservation Easement.

ARTICLE V. MISCELLANEOUS

A. Transfer of Easement Property. The 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 Easement Property. Failure of Grantor to do so shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

B. Conservation Purpose. Grantee, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes, as defined in Section 170(h)(4)(a) of the Internal Revenue Code.

C. Amendment of Easement. If circumstances arise under which an amendment to or modification of the Conservation Easement would be appropriate, Grantor and Grantee are free to jointly amend this Conservation Easement, provided that:

- (1) no amendment shall be allowed that will affect the qualification of this Conservation Easement as a qualified conservation contribution or the status of the Grantee under any applicable laws including Section 170(h) and Section 2031 of the Internal Revenue Code;

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- (2) no additional residences may be constructed on the Easement Property;
- (3) any amendment shall be consistent with the purposes of this Conservation Easement set forth in the Recitals herein;
- (4) no amendment shall affect the perpetual duration of this Conservation Easement;
- (5) any amendment shall be in writing, signed, sealed, and acknowledged by both parties; and
- (6) any such amendment shall be duly recorded.

All expenses incurred by amending this Conservation Easement shall be borne by the party requesting the amendment unless otherwise negotiated between Grantor and Grantee. Expenses include, but are not limited to, Grantee's reasonable legal fees and recording fees.

D. Transfer of Easement. The Grantee shall have the right to transfer this Conservation Easement to any public agency or private nonprofit organization that:

- (1) is approved by the Grantor, such approval not to be unreasonably withheld;
- (2) at the time of transfer, is a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code, and under North Carolina General Statute 121-34 *et seq.*; and
- (3) as a condition to the transfer, expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement, and to continue to advance and carry out the conservation purposes for which this Conservation Easement was originally intended.

If the Grantee ever ceases to exist or no longer qualifies under Section 170(h) or applicable state law, a court with jurisdiction shall transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility and is approved by the Grantor, such approval not to be unreasonably withheld. Notwithstanding anything contained herein to the contrary, this Conservation Easement shall not be transferable unless, as a condition to the transfer, the transferee continues to carry out the conservation purposes originally intended to be advanced by this Conservation Easement.

E. Termination of Easement. If it is determined that conditions on or surrounding the Easement Property change so much that it becomes impossible to fulfill the conservation purposes of this Conservation Easement, a court with jurisdiction may, at the joint request of the Grantor and the Grantee, terminate or modify this Conservation Easement in accordance with applicable state law. If the Conservation Easement or part

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thereof is terminated and the Easement Property is sold or taken for public use or otherwise transferred, exchanged or involuntarily converted, then, as required by U.S. Treas. Reg. Section 1.170A-14(g)(6), Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award (minus any amount attributed to new improvements made after the date of the conveyance, which amount shall be reserved to Grantor), equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Easement Property, as these values are determined on the date of this Conservation Easement and shall use the same in a manner consistent with the conservation purposes of this Conservation Easement. All termination-related expenses incurred by the Grantor and the Grantee shall be paid out of the respective shares of any recovered proceeds prior to distribution of the net proceeds as described herein.

Grantor acknowledges that the execution and delivery of this Conservation Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the value of rights conveyed bear to the value of the property as a whole as of the date hereof.

For purposes of this paragraph E and the next paragraph F The distribution provisions of the CWMTF Easement will apply to any condemnation or termination with 40% of the net proceeds being distributed to CWMTF ("CWMTF Distribution") and 60% of the remaining proceeds being distributed to the Grantor and the Grantee ("TRLIC/Granville County Distribution"). Under the terms and conditions of the Interlocal Agreement and the Funding Agreement, which documents are referenced in Paragraph J of the Recitals hereinabove, the monetary proceeds of the TRLIC/Granville County Distribution will be distributed as follows: (a) to the City of Raleigh, 36.8%, (b) to Wake County, 14.7%, (c) to Granville County, 2.8%, and (d) to Tar River Land Conservancy, 5.7%.

F. Condemnation or Eminent Domain. If condemnation or a taking by eminent domain of a part of the Easement Property or the entire Easement Property by a public authority renders it impossible to fulfill any of the conservation purposes of this Conservation Easement, the Conservation Easement may be terminated or modified through condemnation proceedings. If the easement or part thereof is terminated and the Easement Property is sold or taken for public use, then, as required by U.S. Treas. Reg. Section 1.170A-14(g)(6), Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award (minus any amount attributed to new improvements made after the date of the conveyance, which amount shall be reserved to Grantor), equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Easement Property, as these values are determined on the date of this Conservation Easement. All condemnation-related expenses incurred by the Grantor and the Grantee shall be paid out of the respective shares of any recovered proceeds prior to distribution of the net proceeds as described herein.

G. Construction of Terms. This Conservation Easement shall be construed to promote (1) the purposes of the enabling statute set forth in the Uniform Conservation and Historic Preservation Agreements Act, North Carolina General Statute 121-34 *et*

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seq., which authorizes the creation of conservation easements for purposes including those set forth in the Recitals herein, and (2) the conservation purposes of this Conservation Easement, including such purposes as are defined in Sections 170(h)(4)(A) and 2031(c)(8)(B) of the Internal Revenue Code. The designation of “Grantor” and “Grantee” as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

H. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement.

I. Severability. 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.

J. Recording. Grantee shall record this instrument in timely fashion in the official records of Granville County, North Carolina, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

K. Environmental Condition. The Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Easement Property.

L. Subsequent Liens on Easement Property. No provisions of this Conservation Easement should be construed as impairing the ability of the Grantor to use this Easement Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing shall be subject to and subordinated to this Conservation Easement.

M. 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 Grantor and the Grantee respectively at the following addresses, unless a party has been notified in writing by the other of a change of address.

To Grantor:

Tar River Land Conservancy
Attn: General Counsel
P.O. Box 1161
Louisburg, NC 27549

To Grantee:

Granville County
Attn: County Attorney
Post Office Box 906
Oxford, NC 27565

N. Acceptance and Effective Date. As attested by the signature of the Chairman of the Granville County Board of Commissioners affixed hereto, the Grantee hereby accepts without reservation the rights and responsibilities conveyed by this

EXHIBIT C: GRANVILLE COUNTY CONSERVATION EASEMENT

Conservation Easement. This Conservation Easement is to be effective the date recorded in the Granville County Registry.

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

P. Representation of Grantee. Grantee represents and warrants (which representation and warranty shall be deemed a material inducement to the Grantor to convey to the Grantee the easement described herein) that Grantee is a public agency and is a “qualified organization” and an “eligible donee” within the meaning of Section 170(h)(3) of the Internal Revenue Code and Section 170A-14(c) of the Regulations (26 CFR § 170A-14(c)).

TO HAVE AND TO HOLD unto Granville County, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding upon Grantor, its successors and assigns, and shall continue as a servitude running in perpetuity with the Easement Property.

[SIGNATURE AND NOTARIAL ACKNOWLEDGMENT PAGES FOLLOW]

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

GRANTOR:

TAR RIVER LAND CONSERVANCY
a North Carolina non-profit corporation

BY: _____ (SEAL)
Ernest B. Averett, President

ATTESTED TO:

[Corporate Seal]

Derek E. Halberg, Assistant Secretary

NORTH CAROLINA

EXHIBIT C: GRANVILLE COUNTY CONSERVATION EASEMENT

_____ COUNTY

I, _____, a Notary Public of said County and State, do hereby certify that Derek E. Halberg, personally known to me, personally appeared before me this day and acknowledged that he is the Assistant Secretary of the Tar River Land Conservancy, a North Carolina non-profit corporation, and that by authority duly given and as an act of the corporation the foregoing Instrument was voluntarily signed in its name by its President, Ernest B. Averett, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the _____ day of _____, 20__.

Notary Public
Typed/Printed Name

My commission expires: _____

STAMP/SEAL

EXHIBIT C: GRANVILLE COUNTY CONSERVATION EASEMENT

ACCEPTED:

GRANTEE:

GRANVILLE COUNTY, NORTH CAROLINA

BY: _____ (SEAL)

Edgar G. Smoak, Chairman
Granville County Board of Commissioners

ATTESTED TO:

Debra A. Weary, Clerk
Granville County Board of Commissioners

(Corporate Seal)

NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public of the County and State aforesaid, Debra A. Weary, personally appeared before me this day and acknowledged that she is the Clerk of the Granville County Board of Commissioners, and that by authority duly given, the foregoing instrument was signed in its name by its Chairman of the Granville County Board of Commissioners, sealed with its corporate seal and attested by Debra A. Weary as its Clerk. Witness my hand and official stamp or seal, this _____ day of _____, 20__.

(SEAL)

Notary Public

Printed Name: _____
My commission expires: _____

EXHIBIT C: GRANVILLE COUNTY CONSERVATION EASEMENT

Exhibit A

LEGAL DESCRIPTION OF PROPERTY
PROPERTY OF TAR RIVER LAND CONSERVANCY
BRASSFIELD TOWNSHIP
GRANVILLE COUNTY, NORTH CAROLINA

TRACT ONE:

That certain tract or parcel of land situate along Rock Spring Church Road (State Road 1718) and Turner Road (State Road 1719), Brassfield Township, Granville County, North Carolina, and more particularly described as follows:

Being all of that 923.73-acre parcel as shown on plat entitled "Property of Creedmoor Investments, LLC, Survey for The Conservation Fund & Tar River Land Conservancy", prepared by Benjamin L. Bryan, Professional Land Surveyor, dated March 12, 2018, of record in Plat Book 47, Page 20, Office of Register of Deeds, Granville County, North Carolina, to which reference is hereby made for a more particular description.

TRACT TWO:

That certain tract or parcel of land situate along Horseshoe Road (State Road 1709), Brassfield Township, Granville County, North Carolina, and more particularly described as follows:

Being all of that 158.04-acre parcel as shown on plat entitled "Property of Creedmoor Investments, LLC, Recombination Survey for The Conservation Fund & Tar River Land Conservancy", prepared by Benjamin L. Bryan, Professional Land Surveyor, dated March 19, 2018, of record in Plat Book 47, Page 19, Office of Register of Deeds, Granville County, North Carolina, to which reference is hereby made for a more particular description.

EXHIBIT C: GRANVILLE COUNTY CONSERVATION EASEMENT

DRAFT