

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wildlands Engineering, Inc.
1430 South Mint Street, Suite 104
Charlotte, North Carolina 28203
Attention: Lee Knight Caffery

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LAND USE AND EASEMENT AGREEMENT
East Buffalo Mitigation Bank**

This Land Use and Easement Agreement is between **Ramlonghorn, LLC ("Owner")**, and **WILDLANDS HOLDINGS VI, LLC**, a North Carolina Corporation ("**Wildlands**").

A. Owner is the owner of real property comprised of approximately 274.7 acres, located off of East Buffalo Road in Graham County, North Carolina, recorded in that county's Register of Deeds at Book 374, Page 420 (the "**Overall Property**"). The Property is shown on exhibit A.

B. Portions of the Overall Property contain potential stream, wetland, riparian resources, or habitat for species protected by applicable laws.

C. Wildlands is restoring, establishing, enhancing or preserving a portion of the Overall Property as shown on the Plat of East Buffalo Mitigation Site Little Tennessee Umbrella Mitigation Bank as recorded in Graham County's Register of Deeds at Plat Book: DB, Page 1] (the "**Mitigation Property**"), to establish a Mitigation Project (as defined). *2545-2548*

D. Owner and Wildlands entered into an Option to Purchase Mitigation Use Rights with an Effective Date of April 12, 2019 (the "**Option Agreement**"), in which Owner granted Wildlands an option to purchase ("**Option**") the exclusive right to permit, create, develop, maintain, operate and sell the rights to use the Mitigation Property as mitigation for impacts to streams, wetlands, protected species and habitat (the "**Mitigation Use Rights**"). "**Mitigation Use Rights**" means the exclusive right to permit,

create, develop, maintain, operate and sell the rights to use the Mitigation Property as compensatory mitigation for impacts to streams, wetlands, and protected species and habitat as set forth in this agreement. The Mitigation Use Rights include, but are not limited to, the exclusive right to create and maintain a compensatory mitigation project as defined in 40 C.F.R. 230.92, a compensatory buffer mitigation bank as defined in 15 NCAC 02B.0295, a nutrient offset bank to create nutrient offset credits as contemplated by N.C. Gen. Stat. § 143-214.26 and a conservation bank as contemplated by the 2003 guidance from the US Fish and Wildlife Service and found at https://www.fws.gov/endangered/esa-library/pdf/Conservation_Banking_Guidance.pdf (collectively, "**Mitigation Project**"). The Mitigation Use Rights also include the right to create and sell to third parties credits generated by the Mitigation Project and any other environmental credits and values that Buyer deems appropriate "**Mitigation Values**"). The Mitigation Use Rights are more fully described in paragraph 2 below.

E. Wildlands exercised its Option and has purchased the Mitigation Use Rights.

The parties therefore agree as follows:

Agreement

1. **Grant of Use Rights.** Owner hereby grants to Wildlands the following Mitigation Use Rights:

(a) **Exclusive Rights to Mitigation Values and Mitigation Property.** All Mitigation Values in the Mitigation Property, and an exclusive right to use the Mitigation Property to develop and market the Mitigation Values, including, without limitation, the following: (i) the exclusive right to determine the streams, wetlands, habitat and species sought to be protected, in Wildlands' judgment; (ii) the exclusive right to permit, create, develop, maintain, operate and sell Mitigation Values at prices and on terms determined by Wildlands; (iii) the exclusive right to create, maintain and monitor a Mitigation Project ; (iv) the exclusive right to perform grading and construction activities on the Mitigation Project in conjunction with the development of the Projects; and (v) the exclusive right to represent Owner and its successors-in-interest with respect to each of the Mitigation Values.

(b) **Access Rights.** Nonexclusive easements (i) over the Overall Property to use the roads, paths, trails and other access-ways, as they may exist from time to time to maximize Mitigation Values, for purposes of vehicular and pedestrian access to, from and through the Mitigation Property; (ii) over the Overall Property to create such service roads within the Mitigation Property, as may be reasonably necessary to construct, maintain, repair and reconstruct the Mitigation Property; or (iii) for vehicular and pedestrian access across those portions of the Overall Property necessary or convenient to gain access from public roads, as they may exist from time to time, to the Mitigation Property.

(c) **Water Rights.** Nonexclusive easements to any existing watercourses and other water rights appurtenant to or granted to the Mitigation Property, including the right to install monitoring wells.

(d) **Incidental Rights.** Incidental rights necessary to develop, maintain, operate and preserve the Mitigation Property in accordance any requirements of the Regulatory Agencies (as defined).

2. **Development, Operation and Sale of Mitigation Values.** Wildlands has the right, at its expense, to apply for and obtain all necessary regulatory permits to enable the Mitigation Property to

be approved by any regulatory agencies with jurisdiction over the Mitigation Project (collectively, the "**Regulatory Agencies**") and to sell the Mitigation Values. Wildlands has the right to prepare any necessary plans associated with designing, entitling, constructing and monitoring a Mitigation Project and selling the associated Mitigation Values and any other legally required documents ("**Mitigation Documents**"). The Mitigation Documents may include, without limitation, survey plats, conservation easements, a declaration of restrictive covenants, prospectus, bank parcel development plan, mitigation plan, mitigation banking instrument, a financial assurances document, mitigation bank credit ledger and compensatory mitigation responsibility transfer form. Wildlands will pay for all costs associated with the Mitigation Project and the development, operation and sale of Mitigation Values.

3. **Cooperation of Owner.** Owner will cooperate with Wildlands, as needed, in obtaining approval and signing of the Mitigation Documents and in signing any necessary Mitigation Documents required by the Regulatory Agencies or any documents reasonably necessary to create credits generated by a Mitigation Project. Owner acknowledges and understands that its failure to cooperate with Wildlands as required by this paragraph or Owner's delay in cooperating will cause Wildlands to suffer substantial damages, including, without limitation, lost profits. If Owner fails to timely cooperate with Wildlands as required by this paragraph, Owner shall be liable for all damages suffered by Wildlands because of Owner's failure to timely cooperate, including without limitation, consequential damages, and Wildlands has the right to pursue all remedies available at law or in equity against Owner.

4. **Covenant Not to Encumber.** Owner shall not create or permit any new easements, use rights or encumbrances on the title to the Mitigation Property after the recordation of this agreement without the prior written consent of Wildlands. If Wildlands agrees in writing to allow Owner to encumber the Mitigation Property after the recordation of this agreement, Owner must cause any entity with an interest encumbering the Mitigation Property to subordinate or extinguish its interest in the Mitigation Property to any Mitigation Documents that Wildlands elects to record. Wildlands will give Owner written notice of its intent to record any Mitigation Documents and Owner will have 90 calendar days from the date Owner receives notice to subordinate or extinguish any encumbrance on the Mitigation Property. If Owner fails to extinguish or subordinate any encumbrance on the Mitigation Property as required by this paragraph, Owner shall be liable for all damages suffered by Wildlands because of Owner's failure to extinguish or subordinate any encumbrance, including without limitation, consequential damages, and Wildlands has the right to pursue all remedies available at law or in equity against Owner.

5. **Mineral, Oil and Gas Rights.** Owner shall not perform, and shall not authorize or permit any tenant, successor-in-interest or any other party to perform, any surface or subsurface mining or other extraction activities on the Mitigation Property nor shall Owner enter into any lease for mineral, oil or gas rights on the Mitigation Property.

6. **Duration.** Unless terminated, all the easements granted in this agreement continue in perpetuity.

7. **Assignment.** Wildlands may assign any of its rights under this agreement, whether by contract or by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution or otherwise, without Owner's consent.

8. **Attorneys' Fees.** If either party commences an action against the other to interpret or enforce any of the terms of this agreement or because of the breach by the other party of any of the

terms of this agreement, the losing party shall pay to the prevailing party reasonable attorneys' fees, expenses, court costs, litigation costs and any other expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

9. **Notice.** All notices required by this agreement shall be in writing, shall be given only in accordance with the provisions of this paragraph, shall be addressed to the parties in the manner stated below, and shall be conclusively deemed properly delivered: (a) upon receipt when hand delivered during normal business hours; (b) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested; (c) one business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery; or (d) if sent by email, upon receipt of an acknowledgement email sent to the sender's email address in which the party receiving the email notice acknowledges having received that email. An automatic "read receipt" is not acknowledgement for purposes of this paragraph. The addresses of the parties to receive notices are as follows:

WILDLANDS
Wildlands Holdings VI, LLC
Shawn Wilkerson
1430 S. Mint Street
Charlotte, NC 28203
swilkerson@wildlandseng.com

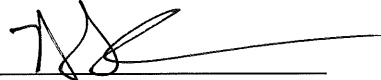
OWNER
Ramlonghorn, LLC.
2104 Island Wood Road
Austin, TX 78733
Attn: Brian Golson

Notice of change of address shall be given by written notice in the manner described in this paragraph.

10. **Option Agreement.** Nothing contained in this agreement shall limit or otherwise modify Owner's and Wildlands' respective rights, duties and obligations under the Option Agreement.

Each party is signing this agreement on the date stated below that party's signature.

OWNER: Ramlonghorn, LLC., a North Carolina limited liability company

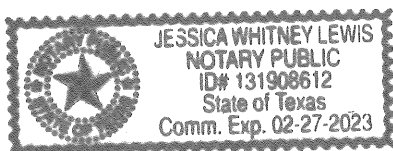
By: 
Brian Golson, Manager

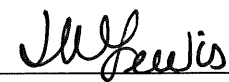
Date: 11/18/2020

TEXAS COUNTY OF Travis

I, Jessica Whitney Lewis, a Notary Public in and for the County and State aforesaid, do hereby certify that Brian Golson, Grantor, personally appeared before me this day and acknowledged that he is Manager of Ramlonghorn, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 18th day of November, 2020.




Notary Public

My commission expires:

2/27/2023

WILDLANDS:

Wildlands Holdings V, LLC, a North Carolina limited liability company

By: *Shawn D. Wilkerson* (SEAL)

Shawn D. Wilkerson, President, Wildlands Engineering, Inc., Managing Member of Wildlands Holdings V, LLC

Date: 11/19/2020

NORTH CAROLINA COUNTY OF MECKLENBURG

I, *Charlotte P. Kinney* a Notary Public in and for the County and State aforesaid, do hereby certify that Shawn D. Wilkerson personally appeared before me this day and acknowledged that he is President of Wildlands Engineering Inc, a North Carolina limited liability corporation, and that Wildlands Engineering Inc. is the managing member of Wildlands Holdings V, LLC. He, as President of Wildlands Engineering, Inc. managing member of Wildlands Holdings V, LLC being authorized to do so, executed the foregoing on behalf of Wildlands Holdings VI, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 19th day of November, 2020.

Charlotte P. Kinney
Notary Public

My commission expires:

2 / 1 / 2021

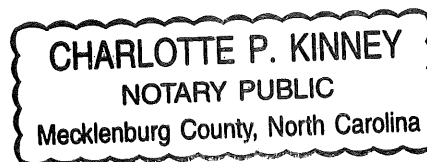
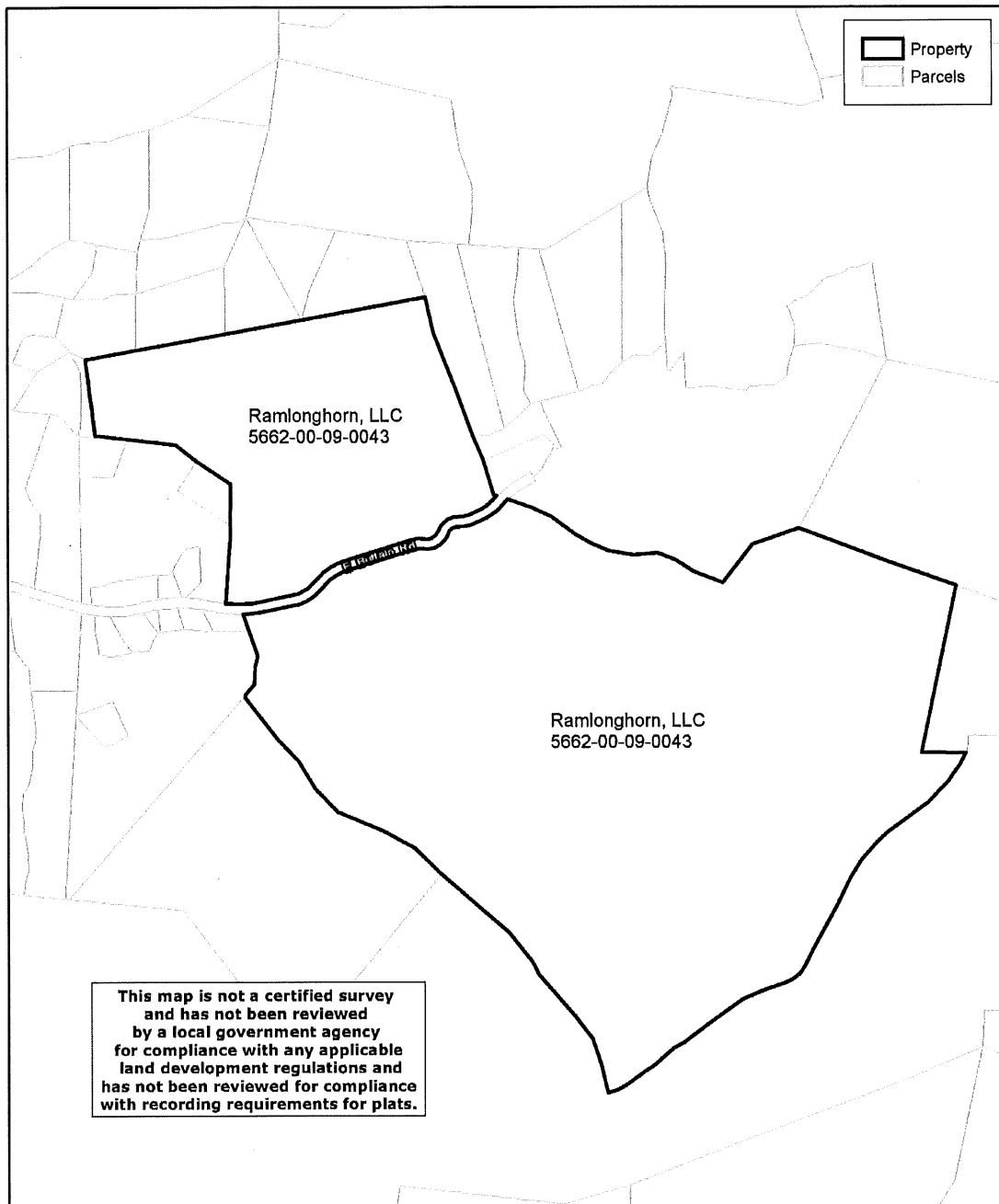


Exhibit A



WILDLANDS
ENGINEERING

0 400 800 Feet



Exhibit A Project Property
East Buffalo Mitigation Site
Little Tennessee River Basin 06010204
Graham County, NC