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Revenue Tax: \$0.00
Graham County, North Carolina
Carolyn Stewart Register of Deeds
BK **387** PG **461-482**

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

Wildlands Engineering, Inc.
1430 South Mint Street, Suite 104
Charlotte, NC 28203
Prepared by Wildlands Engineering, Inc

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PERMANENT CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") made this 18 day of November, 2020 by and between Ramlonghorn, LLC a North Carolina limited liability company, ("Grantor") and Unique Places to Save, a 501(c)3 non-profit corporation ("Grantee").

The designation 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.

RECITALS

WHEREAS, Grantor owns in fee simple certain real property situated, lying and being in Graham County, North Carolina, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, Grantee is a charitable, not-for-profit or educational corporation, association, or trust qualified under § 501 (c)(3) and § 170 (h) of the Internal Revenue

Code, the purposes or powers of which include one or more of the purposes (a) – (d) listed below;

- (a) retaining or protecting natural, scenic, or open-space aspects of real property;
- (b) ensuring the availability of real property for recreational, educational, or open-space use;
- (c) protecting natural resources;
- (d) maintaining or enhancing air or water quality.

WHEREAS, Grantor and Grantee recognize the conservation, scenic, natural, or aesthetic value of the Property in its natural state, which includes the following natural communities: wetlands, streams and riparian buffers. The purpose of this Conservation Easement is to maintain streams, wetlands and riparian resources and other natural values of approximately 259.84 acres, more or less, and being more particularly described in Exhibit B attached hereto and incorporated fully herein by reference (the "Conservation Easement Area"), and prevent the use or development of the Conservation Easement Area for any purpose or in any manner that would conflict with the maintenance of its natural condition.

WHEREAS, the restoration, enhancement and preservation of the Conservation Easement Area is a condition of the approval of the Mitigation Banking Instrument ("MBI") and "Mitigation Plan" for the Wildlands Little Tennessee Umbrella Mitigation Bank – East Buffalo Mitigation Site, Department of the Army ("DA") Action ID Number SAW 2019-01296, entitled "Agreement to Establish the Wildlands Little Tennessee Umbrella Mitigation Bank in the Little Tennessee River Basin within the State of North Carolina", entered into by and between Wildlands Holdings VI, LLC ("Wildlands") acting as the Bank Sponsor and the Wilmington District Corps of Engineers ("Corps"), in consultation with the North Carolina Interagency Review Team ("IRT"). The East Buffalo Mitigation Site has been approved by the Corps for use as a mitigation bank to compensate for unavoidable stream and wetland impacts authorized by DA permits.

WHEREAS, Grantor and Grantee agree that third-party rights of enforcement shall be held by the North Carolina Division of Water Resources (NCDWR) and the U.S. Army Corps of Engineers, Wilmington District ("Third-Parties," to include any successor agencies), and may be exercised through the appropriate enforcement agencies of the United States and the State of North Carolina, and that these rights are in addition to, and do not limit, the rights of enforcement under the NCDWR Project ID #2019-1132v1 and Department of the Army instrument number SAW-2019-01296 ("Mitigation Banking Instrument"), or any permit or certification issued by the Third-Parties.

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor hereby unconditionally and

irrevocably grants and conveys unto Grantee, its heirs, successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Conservation Easement Area described on Exhibit B, together with the right to preserve and protect the conservation values thereof, as follows:

ARTICLE I.
DURATION OF EASEMENT

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

ARTICLE II.
PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. The Conservation Easement Area shall be preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Conservation Easement Area.

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

A. Disturbance of Natural Features. Any change disturbance, alteration or impairment of the natural features of the Conservation Easement Area or any introduction of non-native plants and/or animal species is prohibited.

B. Construction. 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 on or above the Conservation Easement Area.

C. Industrial, Commercial and Residential Use. Industrial, residential and/or commercial activities, including any rights of passage for such purposes are prohibited.

D. Agricultural, Grazing and Horticultural Use. Agricultural, grazing, animal husbandry, and horticultural use of the Conservation Easement Area are prohibited.

E. Vegetation. There shall be no removal, burning, destruction, harming, cutting or mowing of trees, shrubs, or other vegetation in the Conservation Easement Area except as provided in the Mitigation Plan. Mowing of invasive and herbaceous vegetation for purposes of enhancing planted or volunteer trees and shrubs approved in the Mitigation

Plan is allowable once a year for no more than five consecutive years from the date on page 1 of this Conservation Easement, except where mowing will negatively impact vegetation or disturb soils. Mowing activities shall only be performed by Wildlands Holdings IV, LLC and shall not violate any part of Item L of Article II.

F. Roads and Trails. There shall be no construction of roads, trails or walkways on the Conservation Easement Area; nor enlargement or modification to existing roads, trails or walkways on the Conservation Easement Area.

G. Signage. No signs shall be permitted on or over the Conservation Easement Area, except the posting of no trespassing signs, signs identifying the conservation values of the Conservation Easement Area, signs giving directions or proscribing rules and regulations for the use of the Conservation Easement Area and/or signs identifying the Grantor as owner of the Conservation Easement Area.

H. Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Conservation Easement Area is prohibited.

I. Excavation, Dredging or Mineral Use. There shall be no grading, filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Conservation Easement Area, except to restore natural topography or drainage patterns. For purposes of restoring and enhancing streams and wetlands within the Conservation Easement Area, Wildlands is allowed to perform grading, filling, and excavation associated with stream and wetland restoration and enhancement activities as described in the Mitigation Plan and authorized by Department of the Army Nationwide Permit 27.

J. Water Quality and Drainage Pattern. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited.

K. Development Rights. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

L. Subdivision. The Grantor and Grantee agree that the Conservation

Easement Area currently consists of two easement areas (Easement Areas A and B) within one separate parcel. The Grantor may not further subdivide the Conservation Easement Area, except with the prior written consent of the Grantee. If Grantor elects to further subdivide any portion of the Conservation Easement Area, Grantor must provide the Grantee the name, address, and telephone number of new owner(s) of all property within the Conservation Easement Area, if different from Grantor. No subdivision of the Conservation Easement Area shall limit the right of ingress and egress over and across the Property for the purposes set forth herein. Further, in the event of any subdivision of the Property (whether inside or outside of the Conservation Easement Area) provision shall be made to preserve not only Grantee's perpetual rights of access to the Conservation Easement Area, as defined herein, but also Grantee's right of perpetual access to any conservation easements on properties adjacent to the Property which form a part of or are included in the Mitigation Plan. Creation of a condominium or any de facto division of the Conservation Easement Area is prohibited. Lot line adjustments or lot consolidation without the prior written consent of the Grantee is prohibited. The Grantor may convey undivided interests in the Conservation Easement Area. The Grantor shall notify the Grantee immediately of the name, address, and telephone number of any grantee of an undivided interest in any property within the Conservation Easement Area.

M. Vehicles. The operation of mechanized vehicles, including, but not limited to, motorcycles, dirt bikes, all-terrain vehicles, cars and trucks is prohibited other than for temporary or occasional access by Wildlands, the Grantee, its employees and agents, successors, assigns, NCDWR, and the Corps for purposes of constructing, maintaining and monitoring the restoration, enhancement and preservation of streams, wetlands and riparian areas within the Conservation Easement Area. The use of mechanized vehicles for monitoring purposes is limited to only existing roads and trails as shown in the approved in the Mitigation Plan.

N. Other Prohibitions. Any other use of, or activity on, the Conservation Easement Area which is or may become inconsistent with the purposes of this grant, the preservation of the Conservation Easement Area substantially in its natural condition, or the protection of its environmental systems, is prohibited.

ARTICLE III GRANTOR'S RESEVERED RIGHTS

The Grantor expressly reserves for himself, his personal representatives, heirs, successors or assigns, the right to continue the use of the Conservation Easement Area for all purposes not inconsistent with this Conservation Easement, including, but not limited to, the right to quiet enjoyment of the Conservation Easement Area, the rights of ingress and egress, the right to hunt, fish, and hike on the Conservation Easement Area, the right to sell, transfer, gift or otherwise convey the Conservation Easement Area, in whole or in part, provided such sale, transfer or gift conveyance is subject to the terms of, and shall specifically reference, this Conservation Easement.

Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its successors and assigns, including Wildlands acting as the Bank Sponsor, the right to construct and perform activities related to the restoration, enhancement, and preservation of streams, wetlands and riparian areas within the Conservation Easement Area in accordance with the approved Little Tennessee Umbrella Mitigation Bank – East Buffalo Mitigation Site , and the Mitigation Banking Instrument described in the Recitals of this Conservation Easement.

ARTICLE IV. GRANTEE’S RIGHTS

The Grantee or its authorized representatives, successors and assigns, and the Corps, shall have the right to enter the Property and Conservation Easement Area at all reasonable times for the purpose of inspecting the Conservation Easement Area to determine if the Grantor, or his personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The Grantee, Wildlands, and its authorized representatives, successors and assigns, and the Corps shall also have the right to enter and go upon the Conservation Easement Area for purposes of making scientific or educational observations and studies, and taking samples. The easement rights granted herein do not include public access rights.

ARTICLE V ENFORCEMENT AND REMEDIES

A. To accomplish the purposes of this Easement, Grantee, and the Corps are allowed to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Conservation Easement Area that may be 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 notify the Grantor in writing of such breach. The Grantor shall have 30 days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after 30 days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the terms 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. The costs of a breach, correction or

restoration, including the Grantee's expenses, court costs, and attorneys' fees, shall be paid by Grantor, provided Grantor is determined to be responsible for the breach. The Corps shall have the same rights and privileges as the said Grantee to enforce the terms and conditions of this Conservation Easement.

B. No failure on the part of the Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right to Grantee to enforce the same in the event of a subsequent breach or default.

C. 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 Conservation Easement Area resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees; or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Conservation Easement Area resulting from such causes.

ARTICLE VI MISCELLANEOUS

A. Warranty. Grantor warrants, covenants and represents that it owns the Property in fee simple, and that Grantor either owns all interests in the Property which may be impaired by the granting of this Conservation Easement or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Property which have not been expressly subordinated to this Conservation Easement. Grantor further warrants that Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement, and that Grantor will warrant and defend title to the Property against the claims of all persons.

B. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Conservation Easement Area. The Grantor agrees to provide written notice of such transfer at least sixty (60) days prior to the date of the transfer. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Conservation Easement Area or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the Corps.

C. Assignment. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder pursuant to 33

CFR 332.7 (a)(1), N.C. Gen. Stat. § 121-34 et seq. and § 501 (c)(3) and § 170 (h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

D. Entire Agreement and Severability. The Mitigation Banking Instrument: MBI with corresponding Mitigation Plan, and this Conservation Easement sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

E. Obligations of Ownership. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantor shall keep the Property free of any liens or other encumbrances for obligations incurred by Grantor, except those incurred after the date hereof, which are expressly subject and subordinate to the Conservation Easement. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

F. Long-Term Management. If livestock operations will be maintained on the property, Grantor is responsible for all long-term management activities associated with fencing to ensure livestock do not have access to the Protected Property. These activities include the maintenance and/or replacement of fence structures, as deemed necessary by the Grantee, to ensure the aquatic resource functions within the boundaries of the Protected Property are sustained.

G. Extinguishment. In the event that changed conditions render impossible the continued use of the Conservation Easement Area for the conservation purposes, this Conservation Easement may only be extinguished, in whole or in part, by judicial proceeding.

H. Eminent Domain. Whenever all or part of the Conservation Easement Area is taken in the exercise of eminent domain so as to substantially abrogate the restrictions imposed by this Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking, and all incidental and direct damages due to the taking.

I. Proceeds. This Conservation Easement constitutes a real property interest immediately vested in Grantee. In the event that all or a portion of the Conservation Easement Area is sold, exchanged, or involuntarily converted following an extinguishment or the exercise of eminent domain, Grantee shall be entitled to the fair market value of

this Conservation Easement as determined at the time of the extinguishment or condemnation.

J. Notification. Any notice, request for approval, or other communication required under this Conservation Easement shall be sent by registered or certified mail, postage prepaid, to the following addresses (or such address as may be hereafter specified by notice pursuant to this paragraph):

To Grantor:

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

To Grantee:

Unique Places to Save
PO Box 1183
Chapel Hill, NC 27514-1183
Attention: Conservation and Mitigation Specialist

To Sponsor:

Wildlands Holdings VI, LLC
143 South Mint Street, Suite 104
Charlotte, NC 28203
Attention: Shawn D. Wilkerson
Fax: 704-332-3306

To the Corps:

US Army Corps of Engineers
Wilmington District Regulatory Division
69 Darlington Avenue
Wilmington, NC 28403

K. Failure of Grantee. If at any time Grantee is unable or fails to enforce this Conservation Easement, or if Grantee ceases to be a qualified grantee, and if within a reasonable period of time after the occurrence of one of these events Grantee fails to make an assignment pursuant to this Conservation Easement, then the Grantee's interest shall become vested in another qualified grantee in accordance with an appropriate proceeding in a court of competent jurisdiction.

L. Amendment. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the conservation purposes of this grant.

M. Present Condition of the Conservation Easement Area. The wetlands, scenic, resource, environmental, and other natural characteristics of the Conservation Easement Area, and its current use and state of improvement, are described in Section 3 of the Mitigation Plan, prepared by Grantor and acknowledged by the Grantor and Grantee to be complete and accurate as of the date hereof. Both Grantor and Grantee have copies of this report. It will be used by the parties to assure that any future changes in the use of the Conservation Easement Area will be consistent with the terms of this Conservation Easement. However, this report is not intended to preclude the use of other evidence to establish the present condition of the Conservation Easement Area if there is a controversy over its use.

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

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

By: [Signature]
Brian Golson, Manager

Date: 11/18/2020

TEXAS

COUNTY OF Travis

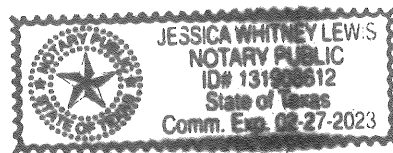
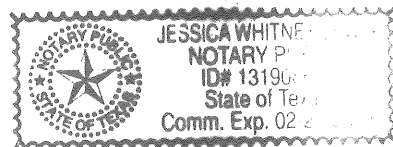
I, Jessica Whitney Lewis, a Notary Public in and for the County and State aforesaid, do hereby certify that Brian Golson, Grantor, personally appeared before me this day and acknowledged that he is Manager of Ramlonghorn, LLC, a North Carolina limited liability company, and that he, as Manager, being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

[Signature]
Notary Public

My commission expires:

2-27-2023



IN TESTIMONY WHEREOF, the Grantee has hereunto set his hand and seal, the day and year first above written.

Grantee: Unique Places to Save

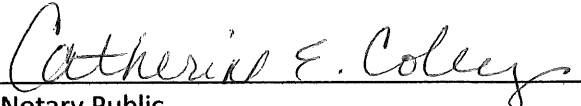
By:  (SEAL)
Jeffrey Fisher, Board Chair

Date: 10/20/2020

STATE OF NC
COUNTY OF Durham

I, Catherine E. Coley a Notary Public in and for the County and State aforesaid, do hereby certify that Jeff Fisher, Grantee, personally appeared before me this day and acknowledged that he is Board Chair of Unique Places to Save, a non-profit corporation, and that he, as Board Chair 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 20th day of October, 2020


Notary Public

My commission expires:

May 24, 2021

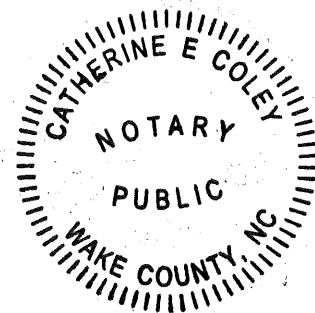
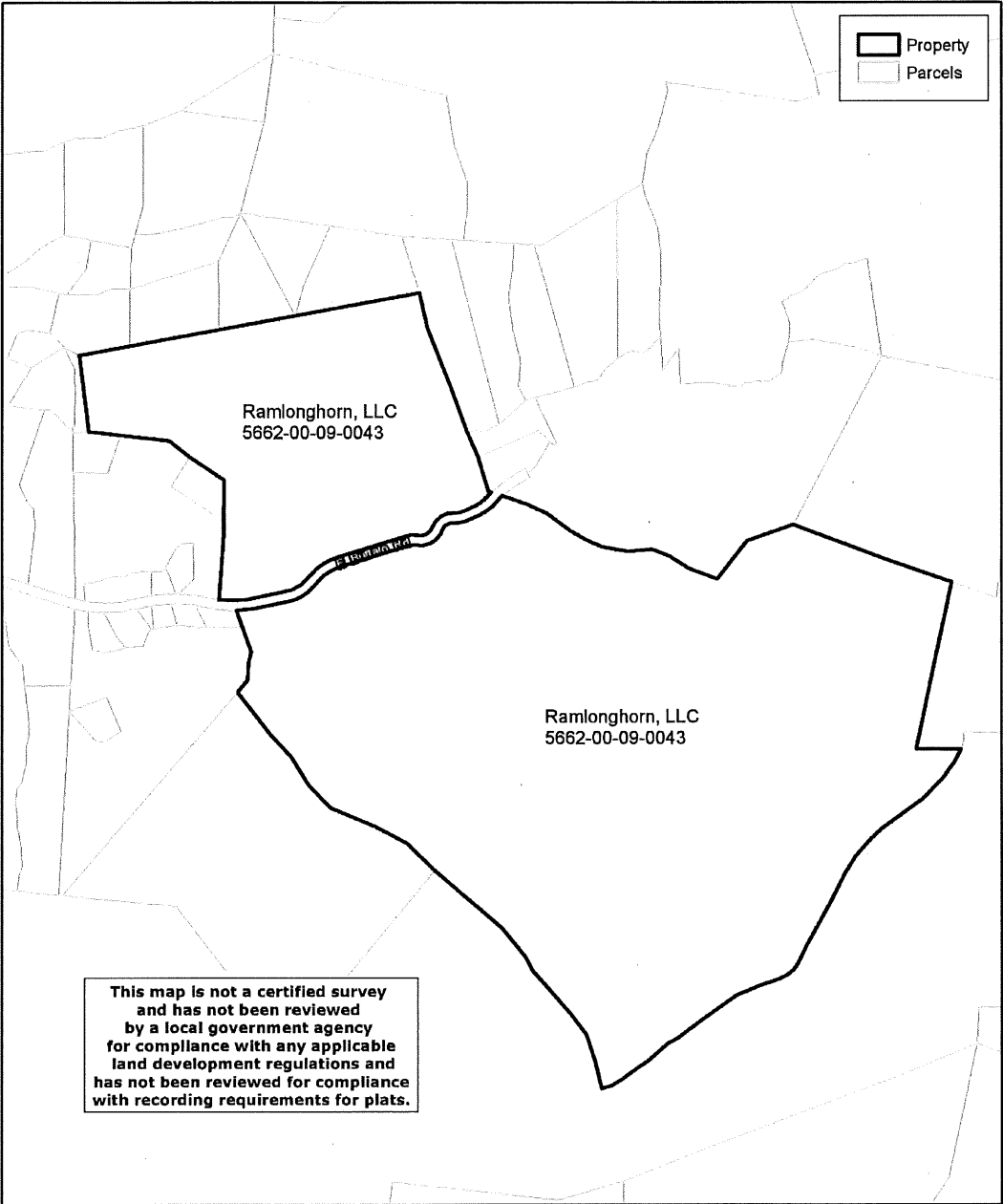


EXHIBIT A



WILDLANDS
ENGINEERING

0 400 800 Feet



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

EXHIBIT B

A Conservation Easement for Wildlands Engineering, Inc.

"East Buffalo Mitigation Site"

Property of:

Ramlonghorn, LLC

USACE ID # SAW-2019-01296

The following Conservation Easement Areas are located off of East Buffalo Road, SR 1254, within the Cheoah Township, Graham County, North Carolina and being on portions of that property conveyed to Ramlonghorn, LLC through Deed Book 374, Page 420 of the Graham County Register of Deeds, and being more particularly described as follows (all bearings are grid bearings and all distances are horizontal ground distances):

Conservation Easement Area A:

BEGINNING AT AN EXISTING PK NAIL IN THE CENTER OF EAST BUFFALO ROAD, SR 1254, said road having a right of way width of 60 feet per Deed Book 62, Page 537, said PK nail being at the common corner of Deed Book 374, Page 420 and Deed Book 72, Page 553 of the Graham County Registry, and also being located S 82°19'12" E a distance of 252.17 feet from a 5/8" rebar with a "Kee" Control Point cap set in concrete (Control Point #501) having North Carolina State Plane Coordinates (2011) of Northing: 622178.86 feet and Easting: 567465.78 feet;

Thence with the aforementioned common line, with the center of SR 1254 as it meanders, and with the conservation easement area the following (2) courses and distances:

- (1) with a curve to the right having a radius of 641.10 feet, an arc length of 115.00 feet, a chord bearing of N 87°42'41" W, and a chord length of 114.84 feet to an unmarked point;
- (2) N 82°34'23" W a distance of 51.34 feet to an existing PK nail, said PK nail being at the common corner of Deed Book 374, Page 420, Deed Book 72, Page 553 and Deed Book 128, Page 799 of the Graham County Registry;

Thence leaving the aforesaid common line, leaving the center of SR 1254, with the common line of Deed Book 374, Page 420 and Deed Book 128, Page 799 of the Graham County Registry, and continuing with the conservation easement area the following (2) courses and distances:

- (1) N 04°03'09" E a distance of 13.46 feet to an existing 5/8" rebar;
- (2) N 04°03'09" E, crossing a 40 foot wide right of way and easement of Duke Energy, passing a common corner of Deed Book 374, Page 420, Deed Book 128, Page 799 and Deed Book 240, Page 770 of the Graham County Registry, a distance of 707.10 feet to an existing 3/4" iron pipe, said iron pipe being at a common corner of Deed Book 374, Page 420 and Deed Book 240, Page 770 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 240, Page 770 of the Graham County Registry, and continuing with the conservation easement area N 54°40'03" W, passing a common corner of Deed Book 374, Page 420, Deed Book 240, Page 770 and Deed Book 128, Page 799 of the Graham County Registry, a distance of 414.72 feet to a 42" white oak, said white oak being at a common corner of Deed Book 374, Page 420 and

Deed Book 128, Page 799 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 128, Page 799 of the Graham County Registry, and continuing with the conservation easement area N 83°06'50" W a distance of 459.65 feet to an existing 5/8" rebar, said rebar being at the common corner of Deed Book 374, Page 420, Deed Book 128, Page 799 and Deed Book 345, Page 163 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 345, Page 163 of the Graham County Registry, and continuing with the conservation easement area N 04°30'42" W a distance of 480.28 feet to a 16" ash, said ash being at the common corner of Deed Book 374, Page 420, Deed Book 345, Page 163 and Deed Book 141, Page 579 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 141, Page 579 of the Graham County Registry, and continuing with the conservation easement area N 79°14'02" E a distance of 308.64 feet to an existing 1/2" rebar, said rebar being at the common corner of Deed Book 374, Page 420, Deed Book 141, Page 579 and Deed Book 330, Page 487 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 330, Page 487 of the Graham County Registry N 79°14'02" E a distance of 538.78 feet to an existing 5/8" rebar, said rebar being at the common corner of Deed Book 374, Page 420, Deed Book 330, Page 487, and Deed Book 328, Page 687 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 328, Page 687 of the Graham County Registry, and continuing with the conservation easement area N 79°14'02" E a distance of 469.92 feet to an existing 5/8" rebar, said rebar being at the common corner of Deed Book 374, Page 420, Deed Book 328, Page 687, Deed Book 259, Page 157 and Deed Book 315, Page 588 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 315, Page 588 of the Graham County Registry, and continuing with the conservation easement area N 79°14'02" E a distance of 757.85 feet to an existing planted stone, said stone being at the common corner of Deed Book 374, Page 420, Deed Book 315, Page 588 and Deed Book 246, Page 605 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 246, Page 605 of the Graham County Registry, and continuing with the conservation easement area the following (3) courses and distances:

- (1) S 13°00'11" E a distance of 111.47 feet to an existing 1/2" rebar;
- (2) S 14°14'55" E a distance of 106.70 feet to an existing 1/2" rebar;
- (3) S 22°24'51" E a distance of 374.94 feet to an existing 1/2" rebar, said rebar being at a common corner of Deed Book 374, Page 420, Deed Book 246, Page 605 and Deed Book 387, Page 263 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and

Deed Book 387, Page 263 of the Graham County Registry, and continuing with the conservation easement area the following (3) courses and distances:

- (1) S 59°59'24" W a distance of 540.39 feet to an 5/8" rebar set with a "Kee" cap;
- (2) S 82°53'10" E a distance of 266.65 feet to an 5/8" rebar set with a "Kee" cap;
- (3) N 84°50'42" E a distance of 307.81 feet to an 5/8" rebar set with a "Kee" cap, said rebar being at a common corner of Deed Book 374, Page 420, Deed Book 387, Page 263 and Deed Book 246, Page 605 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 246, Page 605 of the Graham County Registry, and continuing with the conservation easement area S 20°31'39" E a distance of 35.59 feet to an unmarked point in the center of East Buffalo Creek, said point being at the common corner of Deed Book 374, Page 420, Deed Book 246, Page 605 and Deed Book 288, Page 501 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 288, Page 501 of the Graham County Registry, up and with the center of East Buffalo Creek as it meanders, and continuing with the conservation easement area S 59°20'04" W a distance of 9.82 feet to an unmarked point;

Thence continuing with the aforesaid common line, leaving the center of East Buffalo Creek, and continuing with the conservation easement area the following (2) courses and distances:

- (1) S 21°24'27" E a distance of 17.81 feet to an existing 5/8" rebar;
- (2) S 21°24'27" E a distance of 142.78 feet to an unmarked point located N 72°00'45" E a distance of 2.22 feet from an existing 5/8" rebar witness, said point being at the common corner of Deed Book 374, Page 420, Deed Book 288, Page 501 and Deed Book 260, Page 609 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 260, Page 609 of the Graham County Registry, and continuing with the conservation easement area the following (2) courses and distances:

- (1) S 17°51'09" E a distance of 214.15 feet to an existing 1/2" iron pipe;
- (2) S 17°51'09" E a distance of 13.46 feet to an existing PK nail in the center of the aforementioned East Buffalo Road, SR 1254, said PK nail being at a common corner of Deed Book 374, Page 420, Deed Book 260, Page 609 and Deed Book 352, Page 603 of the Graham County Registry;

Thence leaving the aforesaid common line, with the center of SR 1254 as it meanders, and continuing with the conservation easement area the following (7) courses and distances:

- (1) S 46°23'02" W a distance of 48.83 feet to an unmarked point;
- (2) with a curve to the right having a radius of 402.67 feet, an arc length of 191.95 feet, a chord bearing of S 60°02'47" W and a chord length of 190.14 feet to an unmarked point;
- (3) S 73°42'09" W a distance of 47.71 feet to an unmarked point;
- (4) with a curve to the left having a radius of 198.83 feet, an arc length of 105.01 feet, a chord bearing of S 58°34'25" W and a chord length of 103.79 feet to an unmarked point;

- (5) S 43°26'41" W a distance of 54.49 feet to an unmarked point;
- (6) with a curve to the right having a radius of 114.52 feet, an arc length of 68.07 feet, a chord bearing of S 60°28'21" W and a chord length of 67.07 feet to an unmarked point;
- (7) with a curve to the left having a radius of 3520.00 feet, an arc length of 136.05 feet, a chord bearing of S 76°23'35" W and a chord length of 136.04 feet to an unmarked point, said point being at the northeast corner of a 14.86 acre exclusion area;

Thence with the northern line of the aforesaid exclusion area, continuing with the center of SR 1254 as it meanders, and continuing with the conservation easement area the following (4) courses and distances:

- (1) with a curve to the right having a radius of 1000.00 feet, an arc length of 60.22 feet, a chord bearing of S 77°00'39" W and a chord length of 60.21 feet to an unmarked point;
- (2) with a curve to the left having a radius of 1747.69 feet, an arc length of 167.92 feet, a chord bearing of S 75°59'00" W and a chord length of 167.86 feet to an unmarked point;
- (3) with a curve to the right having a radius of 2000.00 feet, an arc length of 89.19 feet, a chord bearing of S 74°30'30" W and a chord length of 89.18 feet to an unmarked point;
- (4) with a curve to the left having a radius of 493.29 feet, an arc length of 264.61 feet, a chord bearing of S 60°25'07" W and a chord length of 261.45 to an unmarked point, said point being at the northwest corner of the aforementioned exclusion area;

Thence leaving the northern line of the aforesaid exclusion area, continuing with the center of SR 1254 as it meanders, and continuing with the conservation easement area the following (4) courses and distances:

- (1) S 45°03'04" W a distance of 47.00 feet to an unmarked point;
- (2) with a curve to the right having a radius of 230.68 feet, an arc length of 140.64 feet, a chord bearing of S 62°31'02" W and a chord length of 138.47 feet to an unmarked point;
- (3) with a curve to the left having a radius of 2830.00 feet, an arc length of 156.77 feet, a chord bearing of S 78°23'46" W and a chord length of 156.75 feet to an unmarked point;
- (4) with a curve to the right having radius of 641.10 feet, an arc length of 115.71 feet, a chord bearing of S 81°58'46" W and a chord length of 115.55 to the TRUE POINT OF BEGINNING;

Being all of that area of land in Conservation Easement Area A containing a total of 62.16 Acres, being the same more or less.

Conservation Easement Area B:

BEGINNING AT AN EXISTING PK NAIL IN THE CENTER OF EAST BUFFALO ROAD, SR 1254, said road having a right of way width of 60 feet per Deed Book 62, Page 537, said PK nail being at the common corner of Deed Book 374, Page 420 and Deed Book 72, Page 553 of the Graham County Registry, and also being located S 82°19'12" E a distance of 252.17 feet from a 5/8" rebar with a "Kee" Control Point cap set in concrete (Control Point #501) having North Carolina State Plane Coordinates (2011) of Northing: 622178.86 feet and Easting: 567465.78 feet;

Thence with the center of SR 1254 as it meanders and with the conservation easement area the following (4) courses and distances:

- (1) with a curve to the left having a radius of 641.10 feet, an arc length of 115.71 feet, a chord bearing of N 81°58'46" E and a chord length of 115.55 feet to an unmarked point;
- (2) with a curve to the right having a radius of 2830.00 feet, an arc length of 156.77 feet, a chord bearing of N 78°23'46" E and a chord length of 156.75 feet to an unmarked point;
- (3) with a curve to the left having a radius of 230.68 feet, an arc length of 140.64 feet, a chord bearing of N 62°31'02" E and a chord length of 138.47 feet to an unmarked point;
- (4) N 45°03'04" E a distance of 47.00 feet to an unmarked point, said point being at the northwest corner of a 14.86 acre exclusion area;

Thence leaving the center of SR 1254, with the common line of the aforesaid exclusion area, and continuing with the conservation easement area the following (6) courses and distances:

- (1) S 27°19'24" E a distance of 31.48 feet to a 5/8" rebar set with a "Kee" CE cap;
- (2) S 27°19'24" E a distance of 877.19 feet to a 5/8" rebar set with a "Kee" CE cap;
- (3) S 79°04'02" E a distance of 457.39 feet to a 5/8" rebar set with a "Kee" CE cap;
- (4) N 05°29'29" E a distance of 646.72 feet to a 5/8" rebar set with a "Kee" CE cap;
- (5) N 40°41'16" W a distance of 569.75 feet to a 5/8" rebar set with a "Kee" CE cap;
- (6) N 40°41'16" W a distance of 33.41 feet to an unmarked point in the center of the aforementioned SR 1254, said point being at the northeast corner of the aforementioned exclusion area;

Thence leaving the common line of the aforesaid exclusion area, with the center of SR 1254 as it meanders, and continuing with the conservation easement area the following (7) courses and distances:

- (1) with a curve to the right having a radius of 3520.00 feet, an arc length of 136.05 feet, a chord bearing of N 76°23'35" E and a chord length of 136.04 feet to an unmarked point;
- (2) with a curve to the left having a radius of 114.52 feet, an arc length of 68.07 feet, a chord bearing of N 60°28'21" E and a chord length of 67.07 feet to an unmarked point;
- (3) N 43°26'41" E a distance of 54.49 feet to an unmarked point;
- (4) with a curve to the right having a radius of 198.83 feet, an arc length of 105.01 feet, a chord bearing of N 58°34'25" E and a chord length of 103.79 feet to an unmarked point;
- (5) N 73°42'09" E a distance of 47.71 feet to an unmarked point;
- (6) with a curve to the left having a radius of 402.67 feet, an arc length of 191.95 feet, a chord bearing of N 60°02'47" E and a chord length of 190.14 feet to an unmarked point;
- (7) N 46°23'02" E a distance of 48.83 feet to an existing PK nail, said PK nail being at the common corner of Deed Book 374, Page 420, Deed Book 260, Page 609 and Deed Book 352, Page 603 of the Graham County Registry;

Thence leaving the center of SR 1254, with the common line of Deed Book 374, Page 420 and Deed Book 352, Page 603 of the Graham County Registry, up and with the top of a ridge as it meanders, and continuing with the conservation easement area the following (11) courses and distances:

- (1) S 83°38'50" E a distance of 101.56 feet to an existing 1/2" rebar;
- (2) S 69°37'16" E a distance of 137.14 feet to an existing 5/8" rebar;
- (3) S 64°51'46" E a distance of 131.29 feet to an existing 5/8" rebar;
- (4) S 54°39'28" E a distance of 176.11 feet to an existing 5/8" rebar;

- (5) S 62°00'17" E a distance of 106.50 feet to an existing 5/8" rebar;
- (6) S 66°35'16" E a distance of 114.91 feet to an existing 5/8" rebar;
- (7) S 81°40'24" E a distance of 154.10 feet to an existing 5/8" rebar;
- (8) N 84°25'33" E a distance of 153.43 feet to an existing 5/8" rebar;
- (9) S 68°30'49" E a distance of 100.60 feet to an existing 5/8" rebar;
- (10) S 60°17'12" E a distance of 138.79 feet to an existing 5/8" rebar;
- (11) S 69°44'02" E a distance of 182.30 feet to an existing 1/2" rebar;

Thence leaving the top of the ridge, continuing with the aforesaid common line, and continuing with the conservation easement area the following (2) courses and distances:

- (1) N 36°41'34" E a distance of 290.46 feet to an existing 1/2" rebar;
- (2) N 69°42'43" E a distance of 331.13 feet to an existing aluminum monument (Corner 6, USA Tract N-723c), said monument being at the common corner of Deed Book 374, Page 420, Deed Book 352, Page 603 and USA Tract N-723c of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and USA Tract N-723c of the Graham County Registry, and continuing with the conservation easement area the following (6) courses and distances:

- (1) N 70°25'31" E a distance of 85.99 feet to an existing 5/8" rebar;
- (2) S 68°29'38" E a distance of 154.29 feet to a 5/8" rebar set with a "Kee" cap;
- (3) S 76°44'40" E a distance of 165.47 feet to an existing 5/8" rebar;
- (4) S 67°42'32" E a distance of 107.14 feet to an existing 5/8" rebar;
- (5) S 64°52'43" E a distance of 136.51 feet to an existing 5/8" rebar;
- (6) S 78°49'03" E a distance of 177.66 feet to a 20" white oak (Corner 5, USA Tract N-723c and Corner 10, USA Tract N-1091a), said white oak being at the common corner of Deed Book 374, Page 420, USA Tract N-723c and USA Tract N-1091a of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and USA Tract N-1091a of the Graham County Registry, and continuing with the conservation easement area S 70°52'48" E a distance of 167.63 feet to an existing 5/8" rebar, said rebar being at the common corner of Deed Book 374, Page 420, USA Tract N-1091a and Deed Book 348, Page 844 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 348, Page 844 of the Graham County Registry, and continuing with the conservation easement area the following (3) courses and distances:

- (1) S 14°59'28" W a distance of 1104.60 feet to an existing 5/8" rebar;
- (2) S 86°01'48" E a distance of 287.11 feet to an existing 1/2" rebar;
- (3) S 86°01'48" E a distance of 14.17 feet to a 5/8" rebar set with a "Kee" cap on top of a ridge, said rebar being at the common corner of Deed Book 374, Page 420, Deed Book 348, Page 844 and USA Tract N-1091a of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and USA Tract N-1091a of the Graham County Registry, with the top of the ridge as it meanders, and continuing with the conservation easement area the following (32) courses and distances:

- (1) S 50°39'08" W a distance of 28.00 feet to a 5/8" rebar set with a "Kee" cap;
- (2) S 56°26'34" W a distance of 40.22 feet to a 5/8" rebar set with a "Kee" cap;
- (3) S 46°17'36" W a distance of 83.60 feet to a 5/8" rebar set with a "Kee" cap;
- (4) S 49°21'04" W a distance of 30.94 feet to a 5/8" rebar set with a "Kee" cap;
- (5) S 46°01'53" W a distance of 205.80 feet to a 5/8" rebar set with a "Kee" cap;
- (6) S 44°51'32" W a distance of 122.56 feet to a 14" hickory;
- (7) S 44°09'21" W a distance of 82.42 feet to a 5/8" rebar set with a "Kee" cap;
- (8) S 43°44'42" W a distance of 87.67 feet to a 5/8" rebar set with a "Kee" cap;
- (9) S 52°25'12" W a distance of 73.28 feet to a 5/8" rebar set with a "Kee" cap;
- (10) S 47°46'38" W a distance of 78.06 feet to a 5/8" rebar set with a "Kee" cap;
- (11) S 44°58'48" W a distance of 87.95 feet to a 5/8" rebar set with a "Kee" cap;
- (12) S 19°45'02" W a distance of 86.40 feet to an existing aluminum monument;
- (13) S 23°45'16" W a distance of 72.57 feet to a 5/8" rebar set with a "Kee" cap;
- (14) S 34°31'28" W a distance of 118.79 feet to a 5/8" rebar set with a "Kee" cap;
- (15) S 29°35'03" W a distance of 151.26 feet to a 5/8" rebar set with a "Kee" cap;
- (16) S 30°11'52" W a distance of 65.20 feet to a 5/8" rebar set with a "Kee" cap;
- (17) S 22°41'53" W a distance of 117.48 feet to a 5/8" rebar set with a "Kee" cap;
- (18) S 25°51'04" W a distance of 91.46 feet to a 5/8" rebar set with a "Kee" cap;
- (19) S 21°09'21" W a distance of 80.61 feet to an existing aluminum monument;
- (20) S 66°13'20" W a distance of 190.59 feet to a 5/8" rebar set with a "Kee" cap;
- (21) S 60°34'05" W a distance of 110.91 feet to a 5/8" rebar set with a "Kee" cap;
- (22) S 58°00'34" W a distance of 134.97 feet to a 5/8" rebar set with a "Kee" cap;
- (23) S 54°19'18" W a distance of 122.86 feet to an 8" maple;
- (24) S 49°02'05" W a distance of 53.16 feet to a 5/8" rebar set with a "Kee" cap;
- (25) S 53°33'39" W a distance of 83.72 feet to a 5/8" rebar set with a "Kee" cap;
- (26) S 43°31'19" W a distance of 89.23 feet to a 5/8" rebar set with a "Kee" cap;
- (27) S 57°43'54" W a distance of 85.47 feet to a 5/8" rebar set with a "Kee" cap;
- (28) S 66°29'46" W a distance of 131.23 feet to a 5/8" rebar set with a "Kee" cap;
- (29) S 63°53'38" W a distance of 167.49 feet to a 5/8" rebar set with a "Kee" cap;
- (30) S 45°13'55" W a distance of 38.72 feet to a 5/8" rebar set with a "Kee" cap;
- (31) S 37°11'08" W a distance of 22.90 feet to an unmarked point;
- (32) S 73°40'32" W a distance of 75.04 feet to an existing aluminum monument (Corner 5A, USA Tract N-1091a and Corner 31A, USA Tract N-252o), said monument being at the common corner of Deed Book 374, Page 420, USA Tract N-1091a and USA Tract N-252o of the Graham County Registry;

Thence leaving the aforesaid common line, leaving the top of the ridge, with the common line of Deed Book 374, Page 420 and USA Tract N-252o of the Graham County Registry, and continuing with the conservation easement area the following (3) courses and distances:

- (1) N 13°55'58" W a distance of 300.01 feet to an existing aluminum monument;
- (2) N 45°53'34" W a distance of 810.85 feet to a 23" chestnut oak (Corner 30, USA Tract N-252o);
- (3) N 53°36'55" W a distance of 545.99 feet to a white oak snag (Corner 29, USA Tract N-252o), said white oak snag being at the common corner of Deed Book 374, Page 420, USA Tract N-252o and Deed Book 214, Page 363 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 214, Page 363 of the Graham County Registry, and continuing with the conservation easement area the following (18) courses and distances:

- (1) N 70°11'34" W a distance of 49.63 feet to an existing 5/8" rebar;
- (2) N 62°32'04" W a distance of 126.86 feet to an existing 5/8" rebar;
- (3) N 61°14'55" W a distance of 42.95 feet to a 5/8" rebar set with a "Kee" cap;
- (4) N 57°43'40" W a distance of 40.99 feet to a 5/8" rebar set with a "Kee" cap;
- (5) N 59°42'46" W a distance of 137.08 feet to a 5/8" rebar set with a "Kee" cap;
- (6) N 62°16'14" W a distance of 75.23 feet to a 5/8" rebar set with a "Kee" cap;
- (7) N 65°58'55" W a distance of 48.01 feet to a 5/8" rebar set with a "Kee" cap;
- (8) N 67°24'31" W a distance of 72.95 feet to a 5/8" rebar set with a "Kee" cap;
- (9) N 55°08'20" W a distance of 146.26 feet to a 5/8" rebar set with a "Kee" cap;
- (10) N 46°26'39" W a distance of 100.79 feet to a 5/8" rebar set with a "Kee" cap;
- (11) N 44°15'38" W a distance of 128.09 feet to a 5/8" rebar set with a "Kee" cap;
- (12) N 29°10'08" W a distance of 117.16 feet to a 15" chestnut oak;
- (13) N 43°54'17" W a distance of 125.95 feet to a 5/8" rebar set with a "Kee" cap;
- (14) N 33°28'25" W a distance of 67.69 feet to a 5/8" rebar set with a "Kee" cap;
- (15) N 24°30'20" W a distance of 95.78 feet to a 5/8" rebar set with a "Kee" cap;
- (16) N 27°09'19" W a distance of 94.01 feet to a 20" red oak snag;
- (17) N 20°25'13" W a distance of 69.09 feet to a 5/8" rebar set with a "Kee" cap;
- (18) N 08°37'22" W a distance of 92.37 feet to a 5/8" rebar set with a "Kee" cap;

Thence continuing with the aforesaid common line, passing the common corner of Deed Book 374, Page 420, Deed Book 214 Page 363 and Deed Book 367, Page 550 of the Graham County Registry, and continuing with the conservation easement area N 06°21'04" E a distance of 89.39 feet to a 5/8" rebar set with a "Kee" cap, said rebar being in the common line of Deed Book 374, Page 420 and Deed Book 367, Page 550 of the Graham County Registry;

Thence with the common line of Deed Book 374, Page 420 and Deed Book 367, Page 550 of the Graham County Registry, and continuing with the conservation easement area the following (3) courses and distances:

- (1) N 03°20'39" E a distance of 86.09 feet to a 28" white oak;
- (2) N 13°32'34" E a distance of 94.55 feet to a 36" oak;
- (3) N 18°32'53" W a distance of 145.37 feet to an existing 1/2" iron pipe, said iron pipe being at the common corner of Deed Book 374, Page 420, Deed Book 367, Page 550 and Deed Book 72, Page 553 of the Graham County Registry;

Thence leaving the aforesaid common line, with the common line of Deed Book 374, Page 420 and Deed Book 72, Page 553 of the Graham County Registry, and continuing with the conservation easement area N 00°08'03" E a distance of 145.92 feet to the TRUE POINT OF BEGINNING;

Being all of that area of land in Conservation Easement Area B containing a total of 197.68 Acres, being the same more or less.

Being all of two conservation easement areas containing a total of **259.84 Acres**, being the same more or less, according to a plat of survey entitled "A Conservation Easement Survey for Wildlands Engineering, Inc., East Buffalo Mitigation Site, Little Tennessee Umbrella Mitigation, USACE ID # SAW-2019-01296", on the property of Ramlonghorn, LLC, Job# 190650-CE. This description of land was prepared from an actual survey and shown on the aforesaid plat by Kee Mapping and Surveying, PA (License # C-3039) between the dates of 06/26/19 – 01/20/20 and under the supervision of Kevin L. Jones, NC PLS (License # L-5016) and shown on a plat of survey as recorded in Plat Book DB, Pages 2545 through 2548 of the Graham County Register of Deeds, to which reference should be made for a more complete description.