

WAKE COUNTY, NC 123  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
09/24/2013 AT 10:42:36

BOOK:015450 PAGE:02700 - 02706

Prepared by and Return to:  
Nicole S. Loeffler, Manning Fulton, P.O. Box 20389, Raleigh, NC 27619

**NORTH CAROLINA**  
**WAKE COUNTY**

Tax Parcel ID #: 0781.03.12.2163

**AMENDMENT TO  
CONSERVATION EASEMENT  
AND GRANT OF DEVELOPMENT RIGHTS**

This Amendment to Conservation Easement and Grant of Development Rights ("Amendment") is made this 8<sup>th</sup> day of July, 2013 by Harris-Peters LLC, whose address is 112 E. Hargett Street, Suite B, Raleigh, NC 27601 ("Grantor") and Triangle Land Conservancy, whose address is 514 South Duke St., Durham, NC 27701 ("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 neutral pronouns as required by context.

**RECITALS**

A. John C. Theys and wife Georgia C. Theys, as grantor ("Original Grantor") and Grantee executed that Conservation Easement and Grant of Development Rights dated January 5<sup>th</sup>, 2000, and recorded in Book 8497, Page 938, Wake County Registry ("Conservation Easement"), in which Grantor set aside and conveyed to Grantee a conservation easement in and affecting approximately 94 acres of a tract or parcel of land located in Wake County, North Carolina ("Property").

B. The Conservation Easement contains a provision allowing for the construction on the Property of a 'single-residence house' (as used herein, "Additional Residence"), which would be a single-family residence in addition to a house and outbuildings that existed as of the date of the Conservation Easement, as more fully set forth in paragraphs 5(a) and (b) of the Conservation Easement.

C. The Original Grantor did not undertake to construct such Additional Residence, and the Property was subsequently conveyed to Grantor.

D. In seeking to obtain permits required by local governing authorities to construct the Additional Residence, the Grantor learned that the applicable ordinances require one (1) residence per lot, and local governing authorities will deny an application to construct the Additional Residence unless the Property is subdivided.

E. The parties hereto agree to amend the Conservation Easement to permit a subdivision of the Property into two (2) lots, one for each of the single-family residences permitted in paragraph 5(a) and (b) of the Conservation Easement, provided that the resulting lots must remain in one ownership. The amendment is solely intended to allow for subdivision as a ministerial act, in order to give effect to the original intent of the parties with regard to the construction of an additional residence.

F. The Grantor has recorded a subdivision plat evidencing a subdivision of the Property at Book of Maps 2013, Page 298. Subject to the terms contained herein, Grantee consents to the subdivision of the Property, but expressly rejects the labeling of "Parcel A" as the "Peters Family" tract and "Parcel B" as the "Harris Family" tract.

NOW, THEREFORE, in consideration of the benefits to the parties hereto and for Ten and No/100 Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Section 6 of the Conservation Easement is hereby deleted in its entirety and replaced with the following:

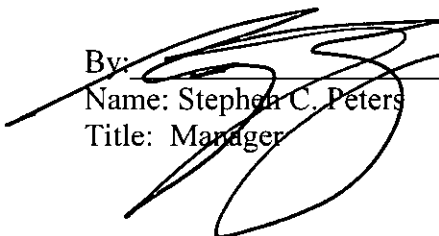
The subdivision of the Property, whether by physical or legal process, is prohibited. Notwithstanding the foregoing, the Property may be subdivided into two tracts as set forth on Exhibit "E", attached hereto and incorporated herein, if such subdivision is required by law for Grantor to exercise its rights to construct an additional house as set forth in paragraph 5(b); provided, however, that the resulting lots must remain in one ownership, such that the Property remains in one unified ownership as the parties originally intended. The depiction of the "Agricultural Envelope" and "Forest Envelope" on Exhibit "E" are approximations, and the legal descriptions of such areas are more fully set forth on Exhibits "B" and "C" of the Conservation Easement.

2. Except as otherwise set out herein, all terms and conditions of the Conservation Easement remain in full force and effect.

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

GRANTOR:

Harris-Peters LLC

By:  (Seal)  
Name: Stephen C. Peters  
Title: Manager

ACKNOWLEDGEMENTS  
NORTH CAROLINA  
WAKE COUNTY

I, the undersigned Notary Public, certify that **Stephen C. Peters**, as Manager of Harris-Peters LLC, a South Dakota limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company for the purposes therein expressed.

Date July 8, 2013

Mary M. Clark  
Official Signature of Notary

(Official Seal)

Mary M. Clark  
Notary's printed or typed name



My commission expires:  
October 3, 2013

GRANTEE:  
Triangle Land Conservancy,  
a North Carolina non-profit corporation

By: Chad Jemison  
Chad Jemison, President

ACKNOWLEDGEMENTS  
NORTH CAROLINA  
Wake COUNTY

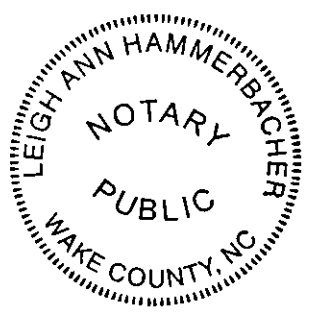
I, Leigh Ann Hammerbacher, a Notary Public of Wake County  
and State of North Carolina, do hereby certify that Chad Jemison ("Signatory"),  
personally came before me this day and acknowledged that he is President of Triangle  
Land Conservancy, a North Carolina non-profit corporation, and that he, as President,  
being authorized to do so, executed the foregoing instrument on behalf of the corporation.

I certify that the Signatory personally appeared before me this day, and  
(check one of the following)

- (I have personal knowledge of the identity of the Signatory); or
- (I have seen satisfactory evidence of the Signatory's identity, by a current  
state or federal identification with the Signatory's photograph in the form of:  
(check one of the following)  
 a driver's license or  
 in the form of \_\_\_\_\_); or  
 (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing instrument  
for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 30<sup>th</sup> day of July, 2013.



Leigh Ann Hammerbacher  
Notary Public

Print Name: Leigh Ann Hammerbacher  
[Note: Notary Public must sign exactly as on  
notary seal]

My Commission Expires: March 20, 2017

☛ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

My Commission Expires March 20, 2017

SUBORDINATION OF LENDER

The undersigned Theys Family, LLC ("Lender") is the owner and holder of a Promissory Note made by Grantor and dated September 10, 2012 (the "Note"). Repayment of the Note is secured by a Deed of Trust dated September 10, 2012 (the "Deed of Trust"), executed and delivered by Grantor to W. Richard Jamison for the benefit of Lender, and recorded at Book 14925, Page 2418, Wake County Registry. Grantor and the undersigned desire that the Deed of Trust continue to remain a lien on the Property, but that the lien be subordinated to the Amendment with respect to the property subjected to the Amendment, and the undersigned has consented to such subordination. In the event of a foreclosure of the Deed of Trust, or a transfer of the Property in lieu of foreclosure, Lender agrees that the purchaser at any such foreclosure or the transferee under any such deed in lieu of foreclosure shall take title to the Property together with and subject to all of the terms and conditions of this Amendment.

CONSENTED TO FOR PURPOSE OF SUBORDINATION BY:

Theys Family, LLC

By: Jackie T. Heron  
Name: Jackie T. Heron  
Title: Manager

STATE OF N.C. :

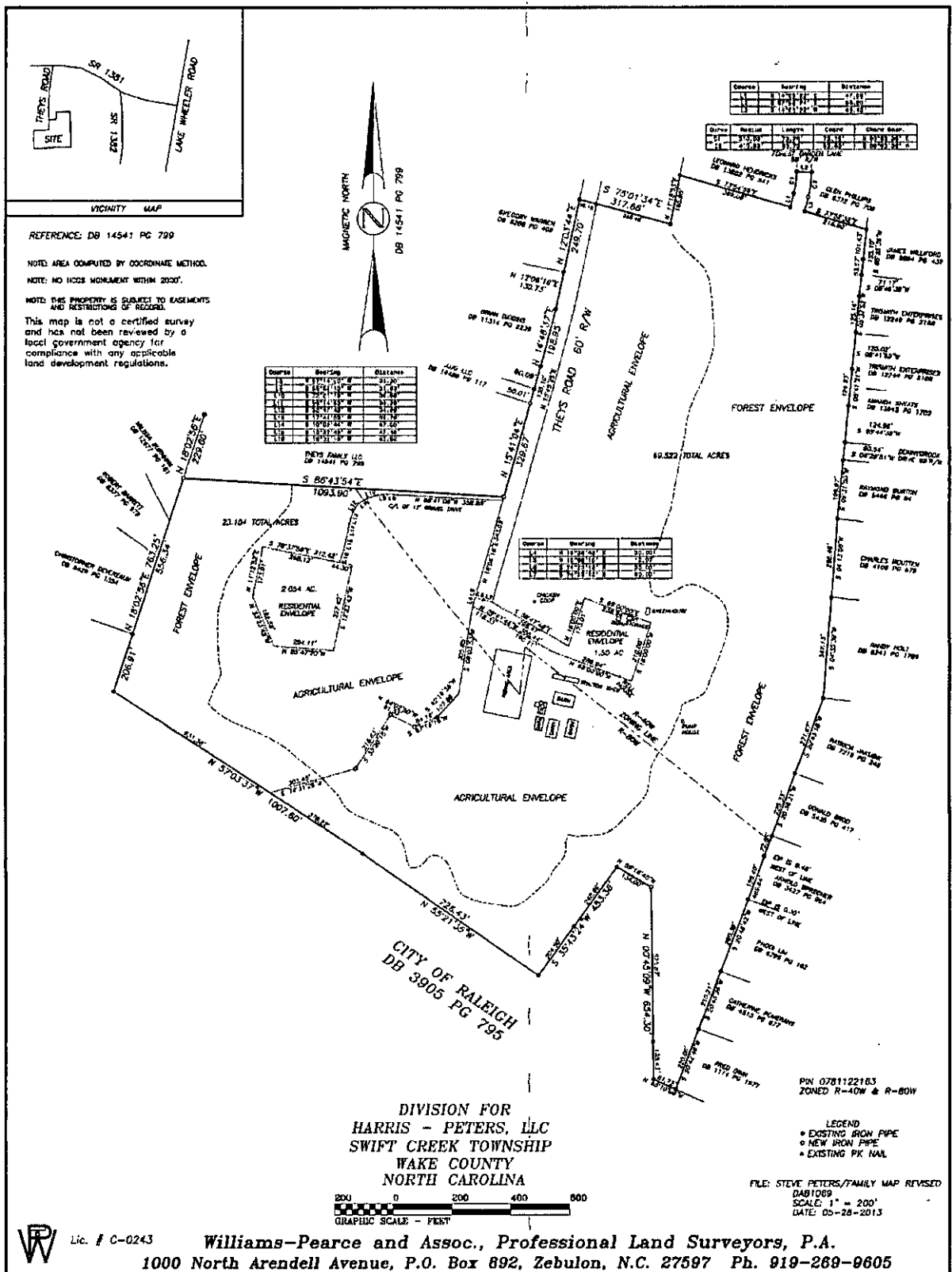
COUNTY OF Orange :

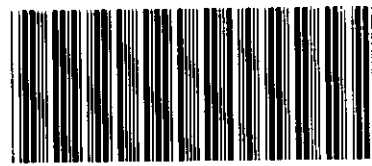
I, the undersigned, do hereby certify that the following person personally appeared before me this day, and acknowledged to me that to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jackie T. Heron as Manager



Aug. 28, 2013  
Notary Public: Kathryn G. Peters  
Printed/Typed Name: KATHRYN G. PETERS  
My Commission Expires: Nov. 04, 2013

### Exhibit E Subdivision





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**Yellow probate sheet is a vital part of your recorded document.  
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds**

**This Customer Group**  
\_\_\_\_\_ # of Time Stamps Needed

**This Document**  
\_\_\_\_\_ New Time Stamp  
\_\_\_\_\_ # of Pages 7 MF