

SECOND AMENDMENT
CONSERVATION EASEMENT
AND GRANT OF DEVELOPMENT RIGHTS

Prepared by and Return to:
Brooks Pierce
P.O. Box 1800
Raleigh, NC 27602
Attn: Walter L. Tippet, Jr.

Submitted electronically by "Brooks Pierce"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

Prepared by and Return to:
Brooks, Pierce, McLendon,
Humphrey & Leonard, L.L.P.
Post Office Box 1800
Raleigh, North Carolina 27602
Attn: Walter L. Tippet, Jr.

NORTH CAROLINA

WAKE COUNTY

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

THIS SECOND AMENDMENT TO CONSERVATION EASEMENT AND GRANT OF DEVELOPMENT RIGHTS (this “**Second Amendment**”), made this 5th of November, ~~2020~~²⁰²¹, by and between **Harris-Peters, LLC**, a South Dakota limited liability company (“**Grantor**”), whose address is 5236 Theys Road, Raleigh, North Carolina 27606, and **Triangle Land Conservancy**, a North Carolina non-profit corporation (“**Grantee**”), whose address is 514 South Duke Street, Durham, North Carolina 27701. 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 entered into that certain Conservation Easement and Grant of Development Rights dated January 5, 2000, and recorded in Book 8497, Page 938, Wake County Registry (the “**Easement**”), in which Original Grantor conveyed to Grantee a conservation easement in and affecting ninety-four (94) acres, more or less, of a tract or parcel of land located in Wake County, North Carolina (the “**Property**”).

B. The Property was conveyed to Grantor by General Warranty Deed dated September 7, 2012, and recorded in Book 14925, Page 2414, Wake County Registry, subject to the terms and conditions of the Easement.

C. The Property was subdivided into two (2) lots as evidenced by plat recorded in Book of Maps 2013, Page 298, Wake County Registry (the “**Subdivision**”).

D. Grantor and Grantee entered into that certain Amendment to Conservation Easement and Grant of Development Rights dated July 8, 2013, and recorded in Book 15450, Page 2700, Wake County Registry (the “**First Amendment**”, together with the Easement, hereinafter collectively referred to as the “**Conservation Easement**”), wherein Grantor and Grantee amended Section 6 of the Easement in order to allow and approve the Subdivision subject to the restriction that title to the resulting two (2) lots must be owned by one (1) owner (the “**Restriction**”).

E. On or about June 21, 2019, based upon a special jury verdict, the United States District Court for the Eastern District of North Carolina entered a Preliminary Order of Forfeiture in the criminal matter of *United States v. Stephen Condon Peters*, No. 5:17-CR-00411-D, which preliminarily forfeited the Property to the United States, subject to third-party claims. Grantee filed a petition asserting an interest in the Property based upon the Conservation Easement. Upon the request of the United States, in the interests of justice, and solely to facilitate the forfeiture of the interest of the criminal defendant, Stephen Condon Peters, in the Property, Grantee and Grantor have agreed to remove the Restriction and to amend the terms of the Conservation Easement while continuing and preserving the conservation purposes as provided in the Conservation Easement.

NOW THEREFORE, in consideration of the premises and covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 6 of the Conservation Easement as set forth in the First Amendment is amended as follows:

(a) The following phrase is deleted in its entirety from Section 6 - “; 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.”

(b) The following sentence is added to the end of Section 6 – “For the avoidance of doubt, there is no unified ownership requirement with respect to the two tracts set forth on **Exhibit “E”**, and title to such tracts may be held and conveyed in the name of separate entities or individuals.”

2. Except as modified by this Second Amendment, the Conservation Easement shall remain in full force and effect and be unchanged.

3. Sharon K. Harris executes and delivers this Second Amendment on behalf of Grantor in her capacity as Receiver pursuant to that certain “*Order Lifting Stay for a Limited Purpose and Granting Plaintiffs’ Renewed Emergency Motion for the Appointment of a Receiver*” entered and filed on August 1, 2019 in Wake County Superior Court, File 18-CVS-1646.

Signatures on Following Pages

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IN WITNESS WHEREOF, Grantor, by authority duly given, has executed this Second Amendment effective as of the day and year first written above.

GRANTOR:

HARRIS-PETERS, LLC,
a South Dakota limited liability company

By: [Signature]
Sharon K. Harris, Receiver

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I certify that the following person personally appeared before me this day and acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sharon K. Harris.

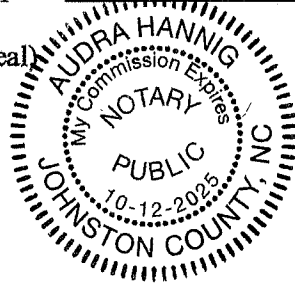
This the 5th day of November, 2020. 2021

[Signature]
Official Signature of Notary

Audra Hannig
Notary's printed or typed name

My commission expires: 10/12/2025

(Official Notary Seal)



IN WITNESS WHEREOF, Grantee, by authority duly given, has executed this Second Amendment effective as of the day and year first written above.

GRANTEE:

TRIANGLE LAND CONSERVANCY,
a North Carolina non-profit corporation

By: Sandra Sweitzer

Name: Sandra Sweitzer

Title: Executive Director

STATE OF North Carolina

COUNTY OF Durham

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sandra Sweitzer.

This the 3 day of August, 2020.

Margaret Sands
Official Signature of Notary

Margaret Sands
Notary's printed or typed name

My commission expires: 11/7/2023

(Official Notary Seal)

