

Wake County, NC 296
Laura M Riddick, Register Of Deeds
Presented & Recorded 01/05/2000 13:59:10

After Recording
Return to: Triangle Land Conservancy
1100-A Wake Forest Road
Raleigh, NC 27604-1354

Book : 008497 Page : 00938 - 00954

Tax Parcel ID# _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CONSERVATION EASEMENT
AND GRANT OF DEVELOPMENT RIGHTS

This Conservation Easement and Grant of Development Rights ("Conservation Easement") is made on this fifth day of January 2000, by and between **JOHN C. THEYS and wife GEORGIA C. THEYS**, (collectively "Grantor"), and **TRIANGLE LAND CONSERVANCY**, a non-profit North Carolina corporation, ("Grantee") for the purpose of forever conserving the biological values, open space character, agricultural and scenic qualities of the subject property.

Witness that:

The Grantor is the sole owner in fee simple of the property ("Property") being approximately 94 acres, all located in Swift Creek Township, Wake County, State of North Carolina and being all of that certain tract as more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

The Property contains a natural area that has not been subject to significant development which 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.

The Property is adjacent to and acts as a buffer for Lake Wheeler, a water supply source for the public. The Property is in an area of farms and pastureland that is rapidly being urbanized. It is the policy of Wake County, expressed in its Open Space Land Plan, to encourage the preservation of open space in the area where the Property is located. The Property is also located along Swift Creek, a stream corridor that has been targeted for future greenway development.

The biological, natural, agricultural, and other conservation characteristics of the Property, its current use and state of improvement, are described in a report entitled *Baseline Documentation for Theys Farm*, ("Baseline Documentation Report") dated December, 1999 prepared by Grantee for the Grantors, and acknowledged by both Grantor and Grantee to be complete and accurate as of the date hereof. Both the Grantor and the Grantee have copies of this report. It will be used by the Grantor and Grantee, as well as their respective heirs, successors and assigns, to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, the Baseline Documentation Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use. The above reference to the Baseline Documentation Report shall not limit the terms contained in this

Conservation Easement and it is expressly understood that this Conservation Easement, and the rights, obligations and privileges contained herein, shall run with the Property.

The Grantor owns the entire fee simple interest in the Property, including the entire mineral estate, subject to easements, rights of way and encumbrances of record. All holders of liens and deed of trust upon the Property, if any, have agreed to subordinate their interests in the Property to this Conservation Easement.

The primary purpose of this Conservation Easement is to protect in perpetuity the biological values, open space character, agricultural and scenic qualities of the Property (collectively the "Conservation Values").

The conservation purposes of this easement are recognized by, and this Conservation Easement will serve, the following clearly delineated governmental conservation policies:

- The Farmland Protection Policy Act, PL. 97-98, 7 U.S.C. Sec. 4201, *et seq.*, whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland;"
- The American Farm and Ranch Protection Act, P.L.105-34, Sec. 508, whose purpose is to encourage conservation easements on family farms and ranch lands;
- the Uniform Conservation and Historic Preservation Agreements Act, N.C.G.S. 121-34 *et seq.*, which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use;" or for "preservation of a structure or site historically significant for its architecture, archaeology or historical associations" and which provides for tax assessment of lands subject to such agreements "on the basis of the true value of the land and improvement less any reduction in value caused by the agreement;" and
- the special use assessment of farm and forest lands set forth in N.C.G.S. 105-277.2 *et seq.* and of historic properties set forth in N.C.G.S.105-278.

The Grantee is a "qualified conservation organization," as defined by the Internal Revenue Code, as evidenced by its IRS determination letter dated July 12, 1983 and, as certified by a resolution of its Board of Directors, accepts the responsibility of enforcing the terms of this Conservation Easement and upholding its conservation purposes forever.

NOW, THEREFORE, as an absolute gift, but in consideration of the restrictions contained herein, and pursuant to N.C.G.S. 121-34 *et seq.*, Grantors do hereby convey unto Grantee, its successors and assigns forever, this Conservation Easement on and over the Property, as more particularly described herein, in perpetuity, and consisting of the covenants hereinafter set forth:

1. *Prohibited Acts*

Grantor promises that he will not perform, nor knowingly allow others to perform, any act on or affecting the property that is inconsistent with the preservation of the Property's open space character, biological and conservation values or with the specific covenants below. However, unless otherwise specified below, nothing in this Conservation Easement shall require the Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantors had no control. Grantor understands that nothing in this Conservation Easement relieves them of any obligation or restriction on the use of the Property imposed by law.

2. *Industrial, Commercial and Recreational Use*

Industrial and commercial activities are prohibited on the Property except as follows:

- (a) such activities as can be conducted in existing and permitted structures; and
- (b) forestry activities as described in paragraph 4; and
- (c) such *de minimis* recreational activities as may meet the standard set forth in U.S.C.A. 2031(c)(8)(B) and are consistent with the specific conservation purposes of this Conservation Easement. Construction of a golf course is expressly prohibited.

3. *Agricultural and Horticultural Use*

Agriculture activities within the area described in Exhibit B attached hereto and incorporated herein by reference (the "Agricultural Envelope") shall include, but not be limited to, (1) husbandry of animals, such as cattle, sheep, or horses, on pastures and locally-grown hay; (2) cultivated crops such as corn, soybeans, or small grains; (3) floriculture and horticulture activities, such as cultivation of landscaping plants or Christmas trees. The production of other plant and animals products for personal use and enjoyment is permitted, as well as the processing and sale of products grown on the Property, such as pick-your-own fruits, vegetables or other farm products.

Agricultural, grazing, and horticultural uses of the Agricultural Envelope are permitted, as the right to decrease its size, provided, however, that:

- (a) Such use is limited to the Agricultural Envelope; and
- (b) All farming operations shall be conducted in accordance with Best Management Practices promulgated by the State of North Carolina and with a Natural Resource Conservation Service conservation plan, a copy of which shall be provided to Grantee, that addresses soil and water conservation, pest management, floodplain protection, nutrient management and wildlife habitat protection. This plan shall be updated periodically but no less than every ten (10) years, and in any event at the

time the basic type of agricultural operation on the property changes or at any time ownership of the property changes; and

- (c) Stocking of pastures will comply with Best Management Practices promulgated by the State of North Carolina. Industrial, intensive, or factory type livestock operations or animal husbandry characterized by the continuous confinement of livestock in tightly confined environments for the purpose of raising, feeding and fattening for market and large scale slaughtering facilities, i.e. those that produce and process more than twenty (20) cattle or two hundred (200) chickens per year, are not permitted; and
- (d) Only animals raised on the Property or within five (5) miles of the Property may be slaughtered on the Property.

4. *Timber Harvesting, Forest Management and Cutting of Trees*

There shall be no timber harvesting, cutting of trees, or silvicultural activities except as follows:

- (a) In all areas of the Property, trees may be cut to control insects and disease, to prevent personal injury and property damage, or to salvage wind-thrown timber. Such management activities must be agreed to in advance, except in emergencies, by Grantee and Grantor; and
- (b) Within the area described in Exhibit C attached hereto and incorporated herein by reference (the "Forest Envelope"), trees may be cut for construction of fences as permitted in paragraph 5 herein. Trees may also be cut for firebreaks, for trails to provide fire-control equipment access, and as part of management activities designed to maintain and restore the Property's wildlife habitat and ecological values. These activities include, but are not limited to, timber stand and wildlife habitat improvements by prescribed burns, removal of non-native vegetation, or thinning of crowded trees. Logging operations must be conducted to minimize impact upon soils and vegetation by using horses, cables, or similar methods to reduce the number and width of skid paths. Commercial timber harvesting using heavy equipment is not permitted. Timber cutting permitted in this paragraph is subject to the restrictions set forth in paragraph 11 and shall be conducted pursuant to a plan prepared by a registered forester, the selection of whom is mutually agreed upon by Grantor and Grantee.

5. *Construction of Buildings and Other Structures*

The construction, replacement or reconstruction of any building or other structure, except those existing on the date of this Conservation Easement is prohibited except in accordance with

paragraphs 5(a) through (e). All new construction and improvements shall be sited as to cause the least disturbance to the Property's conservation values. For purposes of this provision, "Residential Envelope" or "Additional Residential Envelope" shall mean that portion of the Property used for the maintenance or construction of a residence, associated outbuildings, driveways, walkways, utilities to serve the residence, and other incidental residential uses.

- (a) *Existing House and Outbuildings* — The configuration and location of the existing residential envelope is described in Exhibit D attached hereto and incorporated herein by reference ("Residential Envelope"). The Residential Envelope shall be no larger than 60,000 square feet. Subject to written approval of the Grantee, the Residential Envelope may be shifted in location or changed in configuration, but its size may not be increased. The existing house and outbuildings may be repaired, renovated, enlarged and replaced without permission of the Grantee, provided such construction does not increase occupancy of existing house to more than a single residence; and
- (b) *New House and Outbuildings* — Grantor reserves the right to construct one (1) additional single-residence house with associated outbuildings ("Additional Residential Envelope"). The Additional Residential Envelope shall be no larger than 120,000 square feet, and its location on the Property shall be determined by mutual agreement of Grantor and Grantee. Subject to written approval of the Grantee, the Additional Residential Envelope may be shifted in location or changed in configuration, but its size may not be increased; and
- (c) *Existing and New Agricultural Structures* — Existing agricultural structures may be repaired, renovated, enlarged, and replaced and new agricultural structures may be constructed for the purpose of serving agricultural, traditional, existing or permitted uses of the Property without the permission of the Grantee; and
- (d) *Fences* — Existing and new fences may be repaired and replaced, and new perimeter fences may be built to mark property boundaries and for purposes of reasonable and customary livestock management without permission of Grantee; and
- (e) *Signage* — Display of billboards, signs or advertisements is prohibited on or over the Property, except for the posting of no trespassing signs, signs identifying the conservation values of the Property and/or identifying the Grantors as owner of the Property and the Grantee as the holder of the Conservation Easement, and informational signs advertising on-site permitted activities or signs advertising the Property for sale or rent, provided that signs are no larger than thirty square feet.

6. *Subdivision*

The subdivision of the Property, whether by physical or legal process, is prohibited.

7. *Development Rights*

With the exceptions of buildings permitted in paragraphs 5(a) through (c), Grantor conveys to Grantee all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the 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 Property or any other property.

8. *Mining*

The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance, using any method that disturbs the surface of the land, is prohibited.

9. *Paving, Access, Trail and Road Construction*

Construction and maintenance of reasonable means of access to all permitted uses and structures is permitted without the approval of Grantee. No portion of the Property shall be paved or otherwise be covered with concrete, asphalt, or other non-permeable material. For purposes of this provision, gravel shall be considered a permeable material.

10. *Trash*

The dumping or accumulation of any kind of trash or refuse on the Property, other than farm-related trash and refuse produced on the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural products and byproducts on the Property, so long as it is done in accordance with all applicable government laws and regulations, and does not otherwise impact the conservation values of the Property.

11. *Water Quality and Drainage Patterns*

The Grantor shall manage the Property in a manner to prevent pollution, alteration or depletion of surface water, natural water courses, subsurface water or any other water bodies, except that Grantor reserves the following rights: to continue to operate, maintain or replace existing ground water wells; and to add new wells incident to all permitted uses.

12. *Discretionary Consent*

The Grantee's consent for activities otherwise prohibited above, or for any activities requiring Grantee's consent above, may be given under the following circumstances. If, owing to unforeseen or changed circumstances, any of the activities prohibited above are deemed desirable by both the Grantors and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities

requiring the Grantee's consent, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Easement. The Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Property. Notwithstanding the foregoing, except as provided in paragraph 19, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any additional structures or activities not in keeping with the purposes of this Conservation Easement.

13. *Responsibilities of Grantor Not Affected*

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

- (a) *Taxes* — The Grantor shall 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 Property, the Grantor will reimburse the Grantee for the same.
- (b) *Upkeep and Maintenance* — The Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Property.

14. *Enforcement*

The Grantee shall have the right to prevent and correct violations of the terms of this Conservation Easement. With seven (7) days advance written notice to the Grantor, the Grantee may enter the Property for the purpose of inspecting for violations. If the Grantee finds what is a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the open space character, agricultural productivity, watershed protection values, or scenic qualities of the Property, the Grantee shall give the Grantor written notice of the violation and one hundred twenty (120) days to correct it, before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, the Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring the Grantor to restore the Property to its condition prior to the violation. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

15. *Transfer of Easement*

The Grantee shall have the right to transfer this Conservation Easement to any public agency

or private nonprofit organization that (a) is approved in writing by the Grantor, such approval not to be unreasonably withheld, and (b) at the time of transfer, is a "qualified organization" under Sec. 170(h) of the U.S. Internal Revenue Code, and under N.C.G.S. 121-34 *et. seq.*, and (c) the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this. If the Grantee ever ceases to exist or no longer qualifies under Sec. 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.

16. *Transfer of Property*

Any time the Property itself, or any interest in it, is transferred by the Grantor to any third party, the Grantor shall notify the Grantee in writing prior to the transfer of the property, and the document of conveyance shall expressly refer to this Conservation Easement.

17. *Amendment of Easement*

This Conservation Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the purposes of this Conservation Easement and the Grantee's easement amendment policies, and shall comply with Sec. 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with N.C.G.S. 121-34 *et. seq.* or any regulations promulgated pursuant to that law.

18. *No Merger of Fee and Easement*

Grantor and Grantee agree that this Conservation Easement shall survive any merger of the fee and easement interests in the Property.

19. *Termination of Easement*

If it determines that conditions on or surrounding the Property change so much that it becomes impossible to fulfill its conservation purposes, a court with jurisdiction may, at the joint request of both the Grantor and Grantee, terminate this Conservation Easement.

If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, this Conservation Easement may be terminated through condemnation proceedings.

If this Conservation Easement is terminated and the Property is sold or taken for public use, then, as required by Sec. 1.170A-14(g)(6) of the IRS regulations, the Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement.

20. *Interpretation*

This Conservation Easement shall be interpreted under the laws of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

21. *Perpetual Duration*

This Conservation Easement shall be a servitude running with the Property in perpetuity. Every provision of this Conservation Easement that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

22. *Inconsistent Use*

There may be no use or activity on the Property that, while consistent with one of the stated Conservation Purposes of this Conservation Easement, would permit destruction of other significant conservation interests. A use that is destructive of conservation interests will be permitted only if such use is necessary for the protection of the conservation interests that are the subject of this Conservation Easement.

23. *Notices*

Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantors and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor:

Mr. and Mrs. John C. Theys
5124 Theys Road
Raleigh, North Carolina 27606

To the Grantee:

Triangle Land Conservancy
Post Office Box 13031
Research Triangle Park, North Carolina 27709

24. *Environmental Condition*

The Grantor warrants that he has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.

25. *Subsequent Liens on Property*

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

26. *Acceptance & Effective Date*

As attested by the Seal of the Triangle Land Conservancy and the signature of its President affixed hereto, the Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective the date recorded in the Wake County Registry.

To Have and To Hold, this Conservation Easement and Grant of Development Rights unto the Grantee, its successors and assigns, forever.

In Witness Whereof, the Grantors and Grantee have caused these instruments to be executed in their respective names by authority duly given, and their seals affixed, the day and year above written.

GRANTOR:
JOHN C. THEYS and wife GEORGIA C. THEYS

John C. Theys _____ (Seal)
JOHN C. THEYS

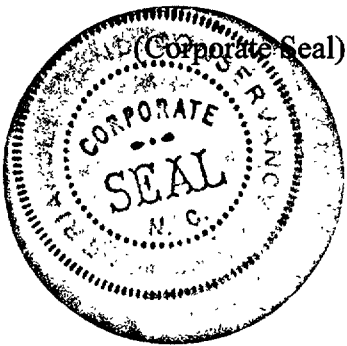
Georgia C. Theys _____ (Seal)
GEORGIA C. THEYS

Accepted:

GRANTEE:
TRIANGLE LAND CONSERVANCY
a North Carolina Non-profit Corporation

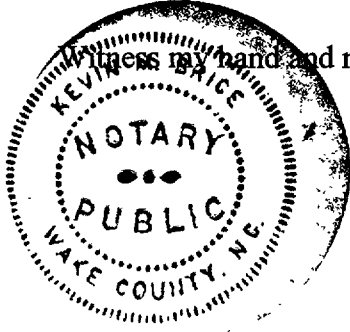
Attest:
Elizabeth H. Rooh
_____, Secretary

[Signature]
_____, President



NORTH CAROLINA
Wake COUNTY

I, Kevin M. Brice, a Notary Public of Wake County, North Carolina do hereby certify that John C. Theys and wife Georgia C. Theys personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

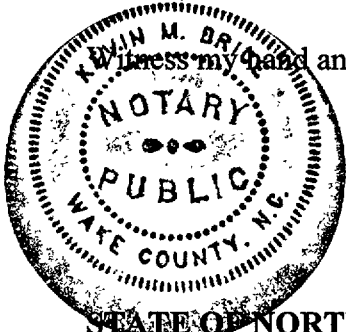


Witness my hand and notarial seal this the 03 day of January, 1900²⁰.

Kevin M Brice
Notary Public (SEAL)
My commission expires: 4-26-2004

NORTH CAROLINA
Durham COUNTY

I, Kevin M. Brice, a Notary Public of Wake County, North Carolina do hereby certify that Elizabeth H. Rooks personally appeared before me this day and acknowledged that she is the Secretary of Triangle Land Conservancy, a non-profit corporation, and that by authority duly given and as act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her/himself as its secretary.



Witness my hand and notarial seal this the 17 day of December, 1999.

Kevin M Brice
Notary Public (SEAL)
My commission expires: 4-26-2004

STATE OF NORTH CAROLINA
WAKE COUNTY

The Foregoing (or annexed) Certificate(s) of _____

Notary(ies) Public (is)(are) Certified to be correct.
This instrument was filed for Registration on the Day and Hour in the Book and Page shown in the First page hereof.

, Register of Deeds

Exhibit A
Legal Description of Property

92.633 acres being the remainder of Deed Book 1056 Page 345, located in Swift Creek Township, Wake County, North Carolina, and being more particularly described as follows:

Commencing at an Existing Iron Pin on Western Right-of-Way of Theys Road; thence S 75° 01' 33" E 317.61' to an Existing Iron Pin; thence N 11° 19' 48" E 165.92' to an Existing Iron Pin; thence S 73° 53' 37" E 388.98' to an Existing Iron Pin; thence N 14° 00' 49" E 47.68' to a Point; thence along a curve to the left having a radius of 350.00' and an arc length of 73.30', being subtended by a chord of N 08° 00' 49" E 73.17' to a Point; thence S 87° 59' 11" E 50.00' to a Point; thence along a curve to the right having a radius of 400.00' and an arc length of 83.77', being subtended by a chord of S 08° 00' 49" W for a distance of 83.62' to a Point; thence S 14° 00' 49" W 49.50' to a Point; thence S 73° 53' 28" E 217.17' to a Point; thence S 05° 38' 55" W 154.91' to an Existing Iron Pin; thence S 05° 48' 20" W 71.15' to an Existing Iron Pin; thence S 05° 37' 14" W 125.13' to an Existing Iron Pin; thence S 05° 41' 31" W 125.08' to an Existing Iron Pin; thence S 05° 41' 06" W 124.91' to an Existing Iron Pin; thence S 05° 44' 01" W 125.00' to a Point; thence S 06° 22' 19" W 60.54' to an Existing Iron Pin; thence S 05° 31' 44" W 199.95' to an Existing Iron Pin; thence S 04° 13' 51" W 266.45' to an Existing Rebar; thence S 04° 36' 04" W 347.13' to a Crimped Existing Iron Pin; thence S 20° 45' 05" W 271.70' to an Existing Iron Pin; thence S 20° 38' 49" W 225.36' to an Existing Iron Pin; thence S 20° 51' 01" W 489.85' to an Existing Iron Pin; thence S 20° 47' 15" W 210.23' to an Existing Iron Pin; thence S 20° 45' 19" W 220.00' to an Existing Iron Pin; thence N 65° 09' 50" W 81.66' to an Existing Iron Pin; thence N 00° 55' 50" W 654.30' to a Computed Point; thence N 59° 16' 50" W 134.00' to a Computed Point; thence S 35° 24' 06" W 451.73' to an Existing Iron Pin; thence N 55° 21' 38" W 726.79' to an Existing Iron Pin; thence N 57° 03' 37" W 1007.35' to a Crimped Existing Iron Pin; thence N 18° 02' 29" E 763.43' to a Point; thence S 86° 43' 12" E 1093.90' to a Point; thence N 15° 36' 48" E 329.67' to an Existing Iron Pin; thence N 15° 51' 19" E 130.14' to a Point; thence N 14° 48' 14" E 198.95' to a Point; thence N 12° 04' 39" E 130.69' to a Point; thence N 12° 04' 39" E 249.68' to the Point Of Beginning.

Together with and subject to covenants, easements, and restrictions of record.
Said property contains 92.633 acres more or less.

Exhibit B
Agricultural Envelope

Beginning at an Existing Iron Pin on the Western Right-of-Way of Theys Road; thence S 75° 01' 33" E 317.61' to an Existing Iron Pin; thence S 45° 24' 40" E 191.24' to a Point; thence S 13° 54' 20" E 180.94' to a Point; thence S 12° 02' 17" W 90.65' to a Point; thence S 20° 23' 20" W 294.55' to a Point; thence S 08° 02' 09" W 208.37' to a Point; thence S 15° 19' 23" W 187.12' to a Point; thence S 19° 38' 57" W 154.30' to a Point; thence S 56° 10' 54" E 63.30' to a Point; thence S 69° 28' 57" E 102.16' to a Point; thence S 81° 02' 54" E 119.64' to a Point; thence S 52° 50' 21" E 84.00' to a Point; thence S 23° 21' 54" W 96.06' to a Point; thence S 56° 34' 58" W 74.23' to a Point; thence S 30° 35' 30" E 29.69' to a Point; thence S 42° 20' 41" W 212.68' to a Point; thence S 48° 40' 13" E 55.52' to a Point; thence S 32° 14' 50" W 309.56' to a Point; thence S 23° 01' 30" W 156.01' to a Point; thence S 85° 21' 20" W 12.40' to a Point; thence S 65° 30' 31" W 232.60' to a Point; thence N 77° 33' 06" E 72.23' to a Point; thence S 23° 54' 34" E 112.50' to a Point; thence S 35° 24' 06" W 323.12' to an Existing Iron Pin; thence N 54° 42' 33" W 582.31' to a Point; thence N 53° 40' 24" W 390.56' to a Point; thence N 58° 40' 12" W 378.92' to a Point; thence N 55° 00' 35" W 98.24' to a Point; thence N 20° 38' 24" E 242.39' to a Point; thence N 10° 55' 55" W 87.43' to a Point; thence N 03° 11' 06" W 198.15' to a Point; thence N 54° 46' 09" E 179.44' to a Point; thence N 56° 53' 03" E 85.35' to a Point; thence N 09° 46' 53" E 136.35' to a Point; thence N 15° 20' 45" E 53.81' to a Point; thence S 86° 43' 12" E 767.22' to a Point; thence S 15° 36' 48" W 347.16' to a Point; thence S 15° 36' 48" W 30.00' to a Point; thence S 59° 47' 46" E 308.44' to a Point; thence S 69° 00' 00" E 288.94' to a Point; thence N 18° 00' 00" E 210.00' to a Point; thence N 69° 00' 00" W 238.94' to a Point; thence S 18° 00' 00" W 173.01' to a Point; thence N 59° 47' 46" W 299.47' to a Point; thence N 74° 23' 12" W 60.00' to a Point; thence N 15° 36' 48" E 676.83' to an Existing Iron Pin; thence N 15° 56' 24" E 50.01' to a Point; thence N 15° 48' 09" E 80.13' to a Point; thence N 14° 48' 14" E 198.95' to a Point; thence N 12° 04' 39" E 130.69' to a Point; thence N 12° 04' 39" E 249.68' to an Existing Iron Pin being the Point Of Beginning.

Together with and subject to covenants, easements, and restrictions of record.
Said property contains 55.600 acres more or less.

Exhibit C
Forest Envelope

5.64 acres of wooded land referenced as Tract 2 in a boundary survey titled, "Preliminary Plat of a Conservation Easement for: J.C. Theys et ux," prepared by Benton W. Dewar, NCPLS 3040 on this 21st day of December, 1999.

Beginning at an Iron Pipe that adjoins Lake Wheeler Bluffs subdivision; thence S 86° 43' 12" E 326.68' to a Point; thence S 15° 20' 45" W 53.81' to a Point; thence S 09° 46' 53" W 136.35' to a Point; thence S 56° 53' 03" W 85.35' to a Point; thence S 54° 46' 09" W 179.44' to a Point; thence S 03° 11' 06" E 198.15' to a Point; thence S 10° 55' 55" E 87.43' to a Point; thence S 20° 38' 24" W 242.39' to a Point; thence S 55° 00' 35" E 98.24' to a Point; thence S 65° 50' 30" E 222.47' to a Point; thence S 48° 42' 42" E 160.61' to a Point; thence S 53° 40' 24" E 390.56' to a Point; thence N 57° 59' 00" W 144.67' to an Existing Iron Pin; thence N 57° 03' 37" W 1007.35' to a Crimped Existing Iron Pin; thence N 18° 02' 29" E 763.43' to the Point Of Beginning.

Together with and subject to covenants, easements, and restrictions of record.
Said property contains 5.643 acres more or less.

And

29.88 acres of wooded land referenced as Tract 3 in a boundary survey titled, "Preliminary Plat of a Conservation Easement for: J.C. Theys et ux," prepared by Benton W. Dewar, NCPLS 3040 on this 21st day of December, 1999.

Beginning at an Iron Pipe being the corner with H.M. Shaw; thence N 11° 19' 48" E 165.92' to an Existing Iron Pin; thence S 73° 53' 37" E 388.98' to an Existing Iron Pin; thence N 14° 00' 49" E 47.68' to a Point; thence along a curve to the left having a radius of 350.00' and an arc length of 73.30', being subtended by a chord of N 08° 00' 49" E 73.17' to a Point; thence S 87° 59' 11" E 50.00' to a Point; thence along a curve to the right having a radius of 400.00' and an arc length of 83.77', being subtended by a chord of S 08° 00' 49" W for a distance of 83.62' to a Point; thence S 14° 00' 49" W 49.50' to a Point; thence S 73° 53' 28" E 217.17' to a Point; thence S 05° 38' 55" W 154.91' to an Existing Iron Pin; thence S 05° 48' 20" W 71.15' to an Existing Iron Pin; thence S 05° 37' 14" W 125.13' to an Existing Iron Pin; thence S 05° 41' 31" W 125.08' to an Existing Iron Pin; thence S 05° 41' 06" W 124.91' to an Existing Iron Pin; thence S 05° 44' 01" W 125.00' to a Point; thence S 06° 22' 19" W 60.54' to an Existing Iron Pin; thence S 05° 31' 44" W 199.95' to an Existing Iron Pin; thence S 04° 13' 51" W 266.45' to an Existing Rebar; thence S 04° 36' 04" W 347.13' to a Crimped Existing Iron Pin; thence S 20° 45' 05" W 271.70' to an Existing Iron Pin; thence S 20° 38' 49" W 225.36' to an Existing Iron Pin; thence S 20° 51' 01" W 489.85' to an Existing Iron Pin; thence S 20° 47' 15" W 210.23' to an Existing Iron Pin; thence S 20° 45' 19" W 220.00' to an Existing Iron Pin; thence N 65° 09' 50" W 81.66' to an Existing Iron Pin; thence N 00° 55' 50" W 654.30' to a Point; thence N 59° 16' 50" W 134.00' to a Point; thence S 35° 24' 06" W 128.61' to a Point; thence N 23° 54' 34" W 112.50' to a Point; thence S 77° 33' 06" W 72.23' to a Point; thence N 65° 30' 31" E 232.60' to a Point; thence

N 85° 21' 20" E 12.40' to a Point; thence N 23° 01' 30" E 156.01' to a Point; thence N 32° 14' 50" E 309.56' to a Point; thence N 48° 40' 13" W 55.52' to a Point; thence N 42° 20' 41" E 212.68' to a Point; thence N 30° 35' 30" W 29.69' to a Point; thence N 56° 34' 58" E 74.23' to a Point; thence N 23° 21' 54" E 96.06' to a Point; thence N 52° 50' 21" W 84.00' to a Point; thence N 81° 02' 54" W 119.64' to a Point; thence N 69° 28' 57" W 102.16' to a Point; thence N 56° 10' 54" W 63.30' to a Point; thence N 19° 38' 57" E 154.30' to a Point; thence N 15° 19' 23" E 187.12' to a Point; thence N 08° 02' 09" E 208.37' to a Point; thence N 20° 23' 20" E 294.55' to a Point; thence N 12° 02' 17" E 90.65' to a Point; thence N 13° 54' 20" W 180.94' to a Point; thence N 45° 24' 40" W 191.24' to an Existing Iron Pin being the Point Of Beginning.

Together with and subject to covenants, easements, and restrictions of record.
Said property contains 29.879 acres more or less.

Exhibit D
Residential Envelope

1.50 acres being a portion of Deed Book 1056 Page 345, located in Swift Creek Township, Wake County, North Carolina, and being more particularly described as follows:

Commencing at an Iron Pipe Set on the Eastern Right-of-Way of Theys Road; thence S 59° 47' 46" E 299.47' to an Iron Pipe Set; thence N 18° 00' 00" 173.01' to an Iron Pipe Set; thence S 69° 00' 00" E 238.94' to an Iron Pipe Set; thence S 18° 00' 00" W 210.00' to an Iron Pipe Set; thence N 69° 00' 00" W 288.94' to an Iron Pipe Set; thence N 59° 47' 46" W 308.44' to an Iron Pipe Set; thence N 15° 36' 48" E 30.00' to an Iron Pipe Set; thence S 74° 23' 12" E 60.00' to the Point Of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.500 acres more or less.

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008497 Page : 00938 - 00954



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

North Carolina - Wake County

The foregoing certificate of _____
_____ *Kevin M. Bice* _____

_____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds
By: *[Signature]*
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages