

BRYSON CITY CORS ARP
 X = 657,077.18
 Y = 621,041.80
 CF = 0.99987481
 NAD 83(2011)

N/F
 GINAS HOLDINGS LLC
 PIN 6577099666
 DB E-34 PG 249

N/F
 MELCAR, LLC
 PIN 6577293370
 DB C-29 PG 586

162.152 ACRES (TOTAL)

OWNER CERTIFICATION

I (WE) HEREBY CERTIFY THAT I (WE) AM (ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE COUNTY OF MACON, AND THAT I (WE) HEREBY ADOPTED THIS PLAN WITH MY (OUR) FREE CONSENT.

DocuSigned by:

 62688FC02D9047E
 DEBORAH HENDERSON

DocuSigned by:

 8941003C4B0949E
 MARY CATHERINE MAHER

DocuSigned by:

 E806FAE06724E5
 DAVID A. HENDERSON

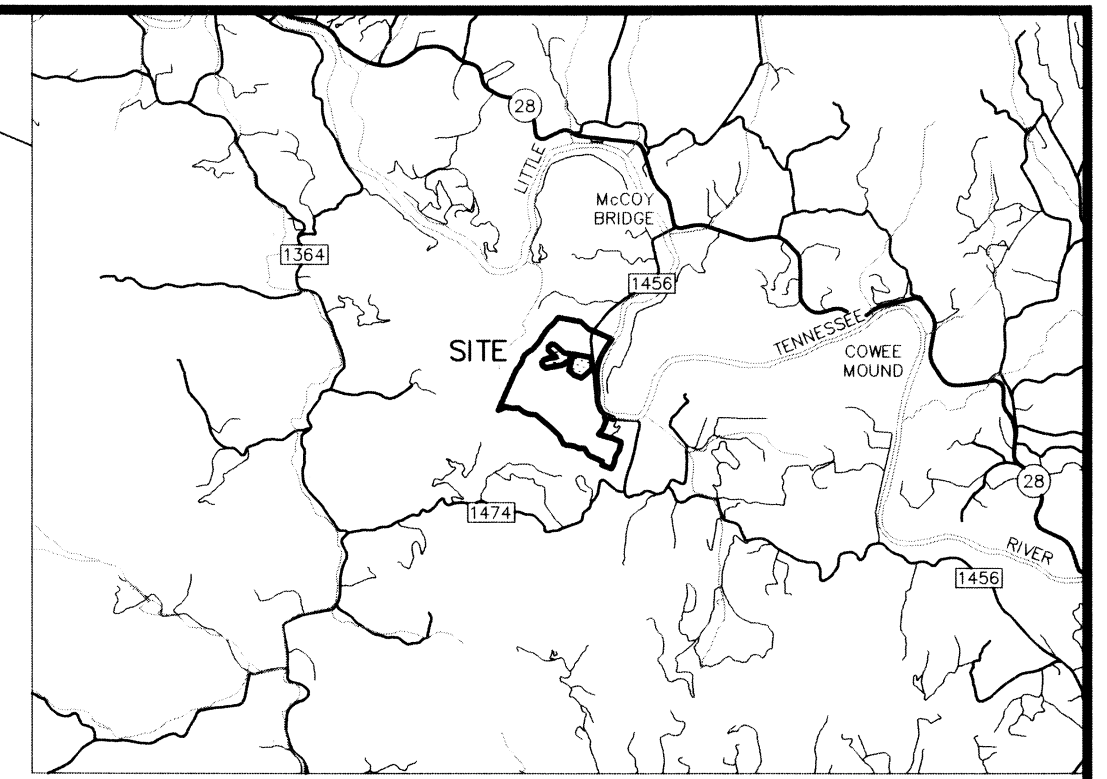
CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF MACON, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF MACON COUNTY.

SUBDIVISION ADMINISTRATOR
 MACON COUNTY, NORTH CAROLINA

DATE: 1/23/23

CARD #12388



VICINITY MAP
 SCALE: 1" = 1 mile

SURVEYOR'S NOTES:

- EASEMENT MONUMENTS ARE 30" #5 REBAR SET WITH A 3-1/4" ALUMINUM CAP DISPLAYING THE STATE SEAL ATTACHED AND STAMPED WITH NUMBER SHOWN HEREON.
- THE BASIS OF BEARINGS IS THE NORTH CAROLINA GRID NAD 83 (2011), BASED ON TIES TO NCGS STATION BRYSON CITY CORS ARP.
- DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED. THE COMBINED GRID FACTOR (GROUND TO FEET) IS 0.99978597.
- COORDINATES SHOWN HEREON ARE LOCALIZED AROUND CORNER MONUMENT #1.
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
- BOUNDARY INFORMATION SHOWN HEREON WAS DERIVED FROM DEEDS AND MAPS OF RECORD IN MACON COUNTY, PHYSICAL EVIDENCE, AND EXISTING MONUMENTATION AS SHOWN HEREON.
- AREAS COMPUTED BY THE COORDINATE METHOD.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS NO. 35700657700J AND 35700657800J DATED MAY 4, 2009, THE SURVEYED PROPERTY LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE AND FUTURE CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN.
- NO UNDERGROUND UTILITY LOCATING PERFORMED DURING THE COURSE OF THIS SURVEY.
- THE STATE OF NORTH CAROLINA, ITS EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS, RECEIVE A PERPETUAL RIGHT OF ACCESS TO THE EASEMENT AREA OVER THE PROPERTY AT REASONABLE TIMES TO UNDERTAKE ANY ACTIVITIES TO RESTORE, CONSTRUCT, MANAGE, MAINTAIN, ENHANCE AND MONITOR THE STREAM, WETLAND AND ANY OTHER RIPARIAN RESOURCES IN THE EASEMENT AREA, IN ACCORDANCE WITH RESTORATION ACTIVITIES OR A LONG-TERM MANAGEMENT PLAN AS DESCRIBED IN SECTION III-A OF THE CONSERVATION EASEMENT AGREEMENT.
- ALL EXISTING FENCES, ROADS, STRUCTURES, AND UTILITIES WITHIN THE CONSERVATION EASEMENT AREAS ARE TO BE REMOVED OR RELOCATED OUTSIDE OF THE EASEMENT AREAS.
- ALL EXISTING EASEMENTS TO BE LOCATED OUTSIDE OF THE NEW CONSERVATION EASEMENT AREAS.

CERTIFICATE OF SURVEY AND ACCURACY

I, JAMES M. GELLENTHIN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK C-29, PAGE 586); THAT THE BOUNDARIES SURVEYED AND NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10,000; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION LICENSE NUMBER AND SEAL THIS 12th DAY OF January, A.D., 2023.

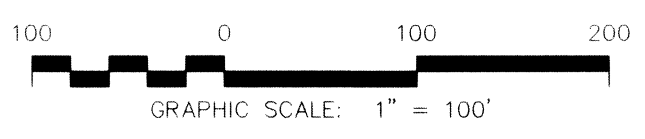
NORTH CAROLINA REGISTRATION NUMBER L-3860
 JAMES M. GELLENTHIN



Point #	Northing	Easting
1	580,555.42	671,964.34
2	580,552.97	672,057.25
3	580,299.95	672,351.59
4	580,292.26	672,512.45
5	580,057.75	672,451.29
6	580,064.41	672,386.53
7	579,986.20	672,283.89
8	579,951.51	672,111.57
9	579,898.90	671,816.72
10	579,954.10	671,728.61
11	580,051.57	671,706.24
12	580,124.87	671,752.16
13	580,181.94	671,955.28
14	580,197.65	672,102.47
15	580,386.62	671,889.17
16	580,486.59	671,891.79
17	580,280.67	672,571.43
18	580,193.40	673,054.81
19	579,870.72	673,082.80
20	579,628.61	672,795.88
21	579,695.62	672,618.95
22	579,759.09	672,648.11
23	579,795.24	672,632.58
24	579,830.27	672,523.98
25	579,906.70	672,497.16
26	580,022.32	672,504.06

LEGEND

- UTILITY POLE
- EXISTING IRON CORNER
- EASEMENT MONUMENT SET
- BUILDING
- EASEMENT AREA
- WETLANDS AREA
- EXISTING OVERHEAD UTILITIES
- EXISTING STREAM CENTERLINE
- WETLANDS BOUNDARY
- EXISTING PROPERTY LINE NOT SURVEYED
- SURVEYED CONSERVATION EASEMENT LINE



BK: CARD 5
 PG: 12388-12388
 RECORDED:
 01-23-2023
 01:20:13 PM
 BY: TODD RABY
 REGISTER

2023000396
 MACON COUNTY, NC
 TODD RABY
 REGISTER OF DEEDS

NC FEE \$21.00

REVIEW OFFICER

STATE OF NORTH CAROLINA
 COUNTY OF MACON

I,
 REVIEW OFFICER OF MACON COUNTY, CERTIFY THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

1-23-2023
 REVIEW OFFICER DATE

REGISTER OF DEEDS

STATE OF NORTH CAROLINA
 COUNTY OF MACON

THE FOREGOING CERTIFICATE OF JAMES M. GELLENTHIN, PROFESSIONAL LAND SURVEYOR IS CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDED IN THIS OFFICE ON PLAT CARD _____ THIS _____ DAY OF _____, 20____.

REGISTER OF DEEDS DATE

**FINAL PLAT
 CONSERVATION EASEMENT**
 FOR
 STATE OF NORTH CAROLINA
 DEPARTMENT OF ENVIRONMENTAL QUALITY
 DIVISION OF MITIGATION SERVICES
 PROJ. NAME: HAUNTED CREEK
 DMS PROJECT #: 100204
 SPO FILE NO.: 56-LA-79
 COWEE TOWNSHIP, MACON COUNTY, NORTH CAROLINA

KCI ASSOCIATES OF NC
 ENGINEERS, SURVEYORS AND PLANNERS

4505 Falls of Neuse Road, Floor 4
 Raleigh, North Carolina 27609
 Phone: 919.783.9214
 FAX: 919.783.9266

File No.: 882104829-ESMT
 Date: JANUARY 12, 2023
 Scale: 1" = 100'
 Sheet: 1 of 1

BK: CRP I-42
PG: 1896 - 1910
RECORDED:
01/27/2023
03:48:20 PM
ASSISTANT
BY: JANA SMITH

2023000542
MACON COUNTY, NC
TODD RABY
REGISTER OF DEEDS

NC FEE \$26.00
STATE OF NC
REAL ESTATE
EXTX \$431.00

STATE OF NORTH CAROLINA

**DEED OF CONSERVATION EASEMENT
AND RIGHT OF ACCESS PROVIDED
PURSUANT TO
FULL DELIVERY
MITIGATION CONTRACT**

MACON COUNTY

SPO File Number: 56-LA-79
DMS Project Number: 100204
PIN 6577293370

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321



MR
MACON COUNTY
01-27-2023 03:27:04 LS
TAX COLLECTOR'S OFFICE

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this 27th day of January, 2023, by MELCAR, LLC, a North Carolina limited liability company, (“**Grantor**”), whose mailing address is 3001 Alamo Drive, Orlando, Florida 32805, to the State of North Carolina, (“**Grantee**”), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of 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.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly Department of Environment and Natural Resources), for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and

submitted electronically by "Ward and Smith, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Macon County Register of Deeds.

riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between KCI Technologies Inc., 4505 Falls of Neuse Road, Suite 400, Raleigh NC 27609 and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 200301-01.

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognizes that the Division of Mitigation Services (formerly Ecosystem Enhancement Program) is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Division of Mitigation Services (formerly Ecosystem Enhancement Program) with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Cowee Township, Macon County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 12.795 acres and being conveyed to the Grantor by deed as recorded in Deed Book C-29 at Page 586 of the Macon County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of The Little Tennessee River.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement and Right of Access together with an access easement to and from the Conservation Easement Area described below.

The Conservation Easement Area consists of the following:

Conservation Easement 1 containing 6.451 acres and Conservation Easement 2 containing 6.344 acres, for a combined total easement acreage of 12.795 acres, as shown on the plat of survey entitled "Final Plat, Conservation Easement for State of North Carolina, Department of Environmental Quality, Division of Mitigation Services, Project Name: Haunted Creek, DMS Project No. 100204, SPO File No. 56-LA-79" by James M. Gellenthin, PLS Number L-3860 and recorded in the Macon County Register of Deeds at Plat Book 5, Page 12388.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee, its employees, agents, successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein ("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

C. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

D. Damage to Vegetation. Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation

that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

E. Industrial, Residential and Commercial Uses. All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

F. Agricultural Use. All agricultural uses are prohibited within the Conservation Easement Area including any use for cropland, waste lagoons, or pastureland.

G. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.

H. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement.

All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

I. Signs. No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.

J. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

L. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the

Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

N. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

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

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Division of Mitigation Services, 1652 Mail Services Center, Raleigh, NC 27699-1652.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee, its employees, agents, successors and assigns, shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

D. Fences. Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservations easements damages the investment and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State (Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

E. Crossing Area(s). The Grantee is not responsible for maintenance of crossing area(s), however, the Grantee, its employees and agents, successors or assigns, reserve the right to repair

crossing area(s), at its sole discretion and to recover the cost of such repairs from the Grantor if such repairs are needed as a result of activities of the Grantor, his successors or assigns.

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. 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 is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law 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.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. 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 caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

VI. MISCELLANEOUS

A. This instrument 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 invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. 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. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. 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.

C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

D. Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

E. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if 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 purposes of the Conservation Easement. The owner of the Property shall notify the State Property Office and the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property or of any request to void or modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager
NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

General Counsel

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

G. 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 under N.C. Gen. Stat. § 121-34 et seq. 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.

VII. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

TO HAVE AND TO HOLD, the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes,

AND Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

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

MELCAR, LLC,
a North Carolina limited liability company

BY:

(SEAL)
Mary Catherine Maher, Manager

BY:

Deborah Henderson (SEAL)
Deborah Henderson, Manager

BY:

(SEAL)
David Henderson, Member

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, certify that the following person personally appeared before me this day and acknowledged that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mary Catherine Maher, Manager.

Witness my hand and official seal, this the _____ day of _____, 2023.

(Notary Seal)

Notary Public

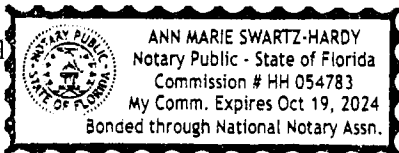
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

I, ANN MARIE SWARTZ-HARDY, a Notary Public for said County and State, certify that the following person personally appeared before me this day and acknowledged that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Deborah Henderson, Manager.

Witness my hand and official seal, this the 24 day of JANUARY, 2023.

(Notary Seal)



Ann Marie Swartz-Hardy
Notary Public

My Commission Expires:

OCT 19, 2024

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

MELCAR, LLC,
a North Carolina limited liability company

BY:

Mary Catherine Maher (SEAL)
Mary Catherine Maher, Manager

BY:

Deborah Henderson, Manager

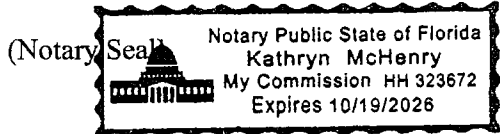
BY:

David Henderson, Member

STATE OF Florida
COUNTY OF Orange

I, Kathryn McHenry, a Notary Public for said County and State, certify that the following person personally appeared before me this day and acknowledged that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mary Catherine Maher, Manager.

Witness my hand and official seal, this the 25 day of January, 2023.



Kathryn McHenry
Notary Public

My Commission Expires:
10/19/26

Notarized for Mary Catherine Maher

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, certify that the following person personally appeared before me this day and acknowledged that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Deborah Henderson, Manager.

Witness my hand and official seal, this the _____ day of _____, 2023.

(Notary Seal)

Notary Public

My Commission Expires:

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

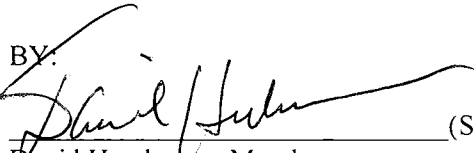
MELCAR, LLC,
a North Carolina limited liability company

BY:

BY:

_____(SEAL)
Mary Catherine Maher, Manager

_____(SEAL)
Deborah Henderson, Manager

BY:

_____(SEAL)
David Henderson, Member

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, certify that the following person personally appeared before me this day and acknowledged that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mary Catherine Maher, Manager.

Witness my hand and official seal, this the _____ day of _____, 2023.

(Notary Seal)

Notary Public

My Commission Expires:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, certify that the following person personally appeared before me this day and acknowledged that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Deborah Henderson, Manager.

Witness my hand and official seal, this the _____ day of _____, 2023.

(Notary Seal)

Notary Public

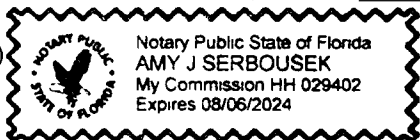
My Commission Expires:

STATE OF FL
COUNTY OF Volusia

I, Amy J. Serbousek, a Notary Public for said County and State, certify that the following person personally appeared before me this day and acknowledged that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: David Henderson, Member.

Witness my hand and official seal, this the 25 day of January, 2023.

(Notary Seal)



Amy J. Serbousek

Notary Public

My Commission Expires:

08/06/2024

Exhibit A

HAUNTED CREEK CONSERVATION EASEMENT 1

A PARCEL OF LAND TO BE USED FOR CONSERVATION EASEMENT PURPOSES LOCATED ON LANDS NOW OR FORMERLY OWNED BY MELCAR, LLC (PIN 6577293370) AS RECORDED IN BOOK C-29, PAGE 586, LOCATED IN COWEE TOWNSHIP, MACON COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTH CAROLINA GEODETIC SURVEY STATION BRYSON CITY CORS ARP, WITH NAD 83(2011) STATE PLANE COORDINATES OF X = 657,077.18 AND Y = 621,041.80; THENCE RUNNING S 20°11'20" E FOR A DISTANCE OF 43,136.70 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 1, SAID REBAR AND CAP BEING THE POINT OF BEGINNING;

THENCE S 88°29'39" E, A DISTANCE OF 92.95 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 2; THENCE S 49°18'24" E, A DISTANCE OF 388.07 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 3; THENCE S 87°15'52" E, A DISTANCE OF 161.13 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 4; THENCE S 14°36'58" W, A DISTANCE OF 242.35 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 5; THENCE N 84°07'57" W, A DISTANCE OF 65.10 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 6; THENCE S 52°41'34" W, A DISTANCE OF 129.04 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 7; THENCE S 78°37'04" W, A DISTANCE OF 175.78 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 8; THENCE S 79°52'58" W, A DISTANCE OF 299.50 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 9; THENCE N 57°55'51" W, A DISTANCE OF 103.98 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 10; THENCE N 12°55'51" W, A DISTANCE OF 100.00 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 11; THENCE N 32°04'09" E, A DISTANCE OF 86.50 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 12; THENCE N 74°18'21" E, A DISTANCE OF 210.98 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 13; THENCE N 83°54'33" E, A DISTANCE OF 148.03 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 14; THENCE N 48°27'40" W, A DISTANCE OF 284.98 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 15; THENCE N 1°30'21" E, A DISTANCE OF 100.00 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 16; THENCE N 46°30'21" E, A DISTANCE OF 100.00 FEET TO THE PLACE AND POINT OF BEGINNING;

CONSERVATION EASEMENT CONTAINING 280,989 SQUARE FEET OR 6.451 ACRES MORE OR LESS.

CONSERVATION EASEMENT 2

A PARCEL OF LAND TO BE USED FOR CONSERVATION EASEMENT PURPOSES LOCATED ON LANDS NOW OR FORMERLY OWNED BY MELCAR, LLC (PIN 6577293370) AS RECORDED IN BOOK C-29, PAGE 586, LOCATED IN COWEE TOWNSHIP, MACON COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTH CAROLINA GEODETIC SURVEY STATION BRYSON CITY CORS ARP, WITH NAD 83(2011) STATE PLANE COORDINATES OF X = 657,077.18 AND Y = 621,041.80; THENCE RUNNING S 20°48'47" E FOR A DISTANCE OF 43,606.66 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 17, SAID REBAR AND CAP BEING THE POINT OF BEGINNING;

THENCE S 79°45'55" E, A DISTANCE OF 491.19 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 18; THENCE S 4°55'23" E, A DISTANCE OF 323.87 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 19; THENCE S 79°45'55" E, A DISTANCE OF 491.19 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 18; THENCE S 4°55'23" E, A DISTANCE OF 323.87 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 19.

NCDMS Full Delivery Conservation Easement Template AG reviewed 11 May 2017

19; THENCE S 49°50'30" W, A DISTANCE OF 375.42 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 20; THENCE N 69°14'03" W, A DISTANCE OF 189.00 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 21; THENCE N 24°40'37" E, A DISTANCE OF 69.84 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 22; THENCE N 23°14'48" W, A DISTANCE OF 39.35 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 23; THENCE N 72°07'32" W, A DISTANCE OF 114.11 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 24; THENCE N 19°19'59" W, A DISTANCE OF 81.00 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 25; THENCE N 3°24'47" E, A DISTANCE OF 115.82 FEET TO A 5/8" REBAR SET WITH ALUMINUM CAP NO. 26; THENCE N 14°36'58" E, A DISTANCE OF 267.00 FEET TO THE PLACE AND POINT OF BEGINNING;

CONSERVATION EASEMENT CONTAINING 276,342 SQUARE FEET OR 6.344 ACRES MORE OR LESS.