

B3720 - P0001

**THIS DOCUMENT REQUIRES NOTICE UPON TRANSFER OF THE PROPERTY AND IMPOSES A TRANSFER FEE ON CERTAIN TRANSFERS OF ALL OR ANY PART OF THE PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO.**

Prepared by and return to:  
North Carolina Coastal Land Trust  
131 Racine Dr., Suite 101  
Wilmington, NC 28403

**CONSERVATION EASEMENT  
POPLAR GROVE PLANTATION/LEWIS TRACT**

**STATE OF NORTH CAROLINA  
COUNTY OF PENDER**

Tax Parcel ID # 3270-29-7678-0000,  
3270-39-3503-0000, and part of 3270-29-5267-0000

THIS CONSERVATION EASEMENT ("Conservation Easement") is made on this 18<sup>th</sup> day of December, 2009, by and between JAN M. LEWIS, widowed and not married, whose address is 6603 Butter Clam Court, Apartment 39, Wilmington, NC 28405 (hereinafter referred to as "**Grantor**") and NORTH CAROLINA COASTAL LAND TRUST, a North Carolina non-profit corporation having an address of 131 Racine Drive, Suite 101, Wilmington, N. C. 28403 (hereinafter referred to as "**Grantee**").

**RECITALS & CONSERVATION PURPOSES**

A. Grantor is the sole owner in fee simple of a tract of land containing 15 acres, more or less, commonly known as Poplar Grove Plantation, situated in Topsail Township, Pender



County, North Carolina, being more particularly described in Exhibit A attached hereto and made a part hereof, and delineated on that survey entitled in part, "Map of Boundary & Existing Conditions Survey of Poplar Grove Plantation Conservation Easement to North Carolina Coastal Land Trust Owner: Jan M. Lewis, Topsail Township, Pender County, North Carolina," prepared by Robert G. Sessoms, Professional Land Surveyor, dated November 16, 2009, and recorded in Map Book 49 Page 140, Pender County Registry (hereinafter referred to as the "**Property**").

B. The Property possesses significant scenic, open space and natural values (hereinafter collectively referred to as the "**Conservation Values**") of great importance to Grantor, to Grantee, to the residents of Pender County and to the State of North Carolina. Additionally, the Property contains the historic Poplar Grove Plantation, which has been entered on The National Register of Historic Places by the United States Department of the Interior on August 14, 1979, the historic nature of which enhances the scenic and open space values of the Property.

C. Grantee is a non-profit organization established for the purpose of promoting the preservation of ecologically valuable lands, natural and wildlife habitat, and lands with significant natural and open space values in the coastal plain of North Carolina for charitable, scientific, educational, historic and aesthetic purposes.

D. Grantor and Grantee recognize that the Property in its present state has conservation value as an area that preserves open space "for the scenic enjoyment of the general public" as that phrase is used in Section 170(h)(4)(A)(iii) of the Internal Revenue Code, and that the preservation of the Property in its present state is "pursuant to a clearly delineated federal, state, or local governmental conservation policy" as described in Section 170(h)(4)(A)(iii) of the Internal Revenue Code, and is contiguous to lands permanently protected because of their ability to positively impact the water quality of Foy Creek and commonly known as Abbey Nature Preserve, which lands are subject to a Conservation Easement held by the State of North Carolina, acting by and through the North Carolina Clean Water Management Trust Fund, and recorded in Book 3307, Page 220 Pender County Public Registry.

E. Grantor and Grantee recognize that the Property's scenic and open space values are enhanced by the following:

(1) the fact that the Property, a significant portion of which is currently undeveloped, includes the circa 1850 Poplar Grove Plantation home, which is listed on the National Register of Historic Places and is visible to the public from North Carolina Highway No. 17;

(2) the fact that the land surrounding the Poplar Grove Plantation home contains physical or environmental features which contribute to the historical or cultural integrity of the Property, including but not limited to those features described in the Report (hereinafter defined);

3) the fact that unrestricted development of the Property would impair the Conservation Values of the Property (including views of and across the Property and of Abbey Nature Preserve from North Carolina Highway No. 17) and the surrounding area;

(4) the likelihood that unrestricted development of the Property would lead to or contribute to the degradation of the scenic, natural and open space character of the Property; and

(5) the likelihood that unrestricted development of the Property would lead to or contribute to the degradation of the scenic, natural and open space character of Abbey Nature Preserve and the water quality of Foy Creek.

F. The scenic, natural, open space and other characteristics of the Property, and its current use and state of improvement, are specifically described in the baseline documentation report for the Property entitled, "Easement Documentation Report for the Poplar Grove/Lewis Tract" (hereinafter referred to as "Report"), dated December 2009, and prepared by Grantee, which is the appropriate basis for monitoring compliance with the objectives of preserving the Conservation Values of the Property in its present state; and that the Report is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the present condition of the Property if there is a controversy over its use.

G. Grantor and Grantee also recognize that the protection of the Property's Conservation Values will yield significant public benefits, as evidenced by:

(1) 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;" 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";

(2) the special North Carolina Conservation Tax Credit Program, which that encourages contributions of land that provides habitat for fish and wildlife and other similar land conservation purposes set forth in N.C.G.S. 105-130.34 and 105-151.12 et seq.;

(3) the North Carolina Farmland Preservation Trust Fund, established in 1986 in N.C.G.S. 106-744(c) to preserve important farmland in North Carolina;

(4) the "North Carolina Environmental Bill of Rights," ratified as an amendment to Article XIV, Section 5 of the Constitution of North Carolina, which declares the state's policy "to preserve as a part of the common heritage of this State its forests, wetlands, estuaries, beaches, historical sites, open lands, and places of beauty";

(5) the special use assessment of farm and forest land as set forth in N.C.G.S. 105-277.2 et seq.;

(6) the "Million Acres Initiative," enacted in June, 2000, in N. C. G. S. Section 113A-240, which provides that the State of North Carolina shall encourage, facilitate, plan, coordinate, and support appropriate federal, state, local and private land protection efforts so that an additional one million acres of farmland, open space and conservation lands are permanently protected by December 31, 2009;

(7) the Farmland Protection Policy Act, P. L. 97-98, 7 U.S.C. Section 4201, et seq., the purpose of which 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";

(8) the American Farm and Ranch Protection Act, Section 2031(c) of the Code, which provides for estate tax reductions for land subject to qualified conservation easements;

(9) Subsection II(F)(1) of the Pender County CAMA (Coastal Area Management Act) Land Use Plan 2005 Update (hereinafter referred to as "Land Use Plan"), which provides that, "Rural and active agricultural area lands having a high productive potential shall be conserved to the extent possible, for continuing agricultural use." Subsection II (F)(2) of the Land Use Plan also provides that, "Farms and woodlands shall be recognized as an integral part of the planning area's open space system." Additionally, Subsection II(F)(4) of the Land Use Plan provides that, "Pender County supports short and long-term efforts to protect important natural wildlife and recreation areas;"

(10) the intensity of land development activities within Pender County and parcels in the vicinity of the Property;

(11) the consistency of protection of the Conservation Values of the Property with existing conservation programs in the area, including but not limited to, the conservation easement held by the State of North Carolina on the Abbey Nature Preserve which adjoins the Property; and

(12) the Property is a well recognized local resource which attracts visitors and tourism to the area.

H. Grantor and Grantee have the common purposes of conserving the above-described Conservation Values and the natural, scenic, and open condition of the Property.

I. Grantor and Grantee recognize the scenic, open space and natural character of the Property, and have the common purpose of the conservation and protection of the Property in



perpetuity by placing voluntary restrictions upon the use of the Property and by providing for the transfer from Grantor to Grantee of affirmative rights for the protection of the Property, intending the grant of such restriction and rights to qualify as a "qualified conservation contribution" as that term is defined under Section 170(h) of the Code, and therefore eligible for the benefits thereof. The parties acknowledge that Grantor intends to characterize the conveyance of the Conservation Easement over the Property as a donation to charity for income tax purposes and claim the fair market value of the Conservation Easement over the Property as determined by Grantor's appraisal as a charitable contribution and to donate to Grantee the value of the Conservation Easement over the Property; and

J. Grantee is a publicly-supported, tax exempt public charity under Section 501(c)(3) and 509(a)(2) of the Internal Revenue Code, and non-profit organization whose purposes include the preservation, protection and enhancement of land in its natural, historic, scenic or open space condition and is authorized by the laws of the state of North Carolina to accept, hold and administer conservation easements. Additionally, Grantee possesses the authority to accept and is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" and an "eligible donee" within the meaning of Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder.

NOW, THEREFORE in consideration of the premises and the mutual benefits recited herein, and in further consideration of Grantor's charitable intent to make a tax deductible contribution to Grantee, which Grantee hereby acknowledges and accepts, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby unconditionally and irrevocably grants and conveys forever and in perpetuity a Conservation Easement to the Grantee, its successors and assigns, and the Grantee hereby accepts a grant of a Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Property, together with the right to preserve and protect the Conservation Values thereof as described in the Recitals herein, subject always to Grantor's retained rights set forth herein.

#### ARTICLE I. PURPOSE AND DURATION OF EASEMENT

A. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever predominantly in its scenic, natural, and open space condition for conservation purposes and it shall be so held, maintained, and used therefor. It is the further purpose of this Conservation Easement to prevent any use of the Property that will significantly impair or interfere with the preservation of said Conservation Values. Grantor intends that this Easement will restrict use of the Property to such activities as are consistent with the Conservation Values of the Property as described in the Recitals herein. The parties hereto recognize and agree that the retained rights of Grantor described herein are consistent with such Conservation Values and purposes.

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

## **ARTICLE II. PROHIBITED, RESTRICTED AND RESERVED AND PERMITTED ACTIVITIES**

Subject to Grantor's reserved rights set forth herein, the Property shall be maintained in its natural, scenic, and open condition and shall be restricted from any development or use that would significantly impair or interfere with the Conservation Values of the Property. Any activity or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited; provided, however, all rights reserved by the Grantor are considered to be consistent with the conservation purpose of this Conservation Easement and shall require no prior notification to or approval by Grantee, unless expressly required hereunder. Notwithstanding the foregoing, Grantor and Grantee shall have no right to agree to any activity that would result in the termination of this Conservation Easement or would cause it to fail to qualify as a "qualified conservation contribution" as described in Section 170(h) of the Internal Revenue Code or any regulations promulgated thereunder.

Grantee makes no representation that the Property is suitable for any of the reserved activities and uses, or that the exercise of any reserved rights is or shall be permitted under any local, state or federal law or regulation.

Without limiting the generality of the foregoing, the following activities and uses on the Property are expressly prohibited, restricted, allowed, permitted or reserved to the Grantor, as specified herein:

A. Industrial or Commercial Use. Industrial or commercial use of the Property is prohibited; except, however, the following uses and activities and the activities expressly authorized under other Sections hereof are allowed; provided that all such permitted activities shall be conducted in a manner consistent with the Conservation Values of this Conservation Easement:

- (1) The leasing and licensing of hiking, nature study, nature and environmental education tours, scientific research, and similar passive or "eco-tourist" type commercial or recreational activities and uses of the Property;
- (2) The use of the Property for carbon sequestration;
- (3) The use of the Property, including, but not limited to the historic Poplar Grove Plantation home, for educational purposes, events, tours, classes, workshops, demonstrations and crafts related to plantation life, weddings and gatherings;
- (4) The use of the Property for a farmer's market; and

- (5) The use of the Property for wildlife habitat and natural process education, research, management and enhancement purposes.

Grantor reserves the right to collect fees for allowed commercial uses; provided, however, that all such activities must not significantly impair or interfere with the Conservation Values of the Property, as set forth in the Recitals hereinabove.

B. Agricultural Use. For the purposes hereof "agriculture" shall include agriculture, animal husbandry, floriculture, and horticulture, equestrian activities, and the production and sale of plant and animal products. Agricultural uses and operations, including row crop farming, horticulture, grazing, animal husbandry and agricultural plantings for wildlife are allowed provided that the same are conducted in a manner not inconsistent with this Conservation Easement and provided further that:

- (1) Under no circumstances shall there be industrial or factory type agricultural or livestock operation, intensive 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; nor shall any slaughtering facilities be allowed;
- (2) All such use shall be in accordance with Best Management Practices of the State of North Carolina and applicable federal, state and local laws;
- (3) Pesticides and/or herbicides may be used only in a manner consistent with their labeling and in compliance with all federal, state, and local regulations, including those related to licensing and/or certification of applicators;
- (4) All such activities shall be reasonably designed to maintain soil productivity and prevent soil erosion and to protect water quality and wetlands;
- (5) Horticultural activities are allowed and non-native horticultural and agronomic (field) crops are allowed, subject to any local, state and/or federal regulations then in effect;
- (6) Grazing, pasturing and maintenance of no more than twenty (20) horses is permitted on the Property;
- (7) Any change in the nature of the agricultural uses of the Property to a use not traditionally used on the Property shall be subject to the prior written approval of Grantee, which approval shall not be unreasonably withheld;
- (8) Aquaculture production involving the excavation of ponds on the Property is prohibited; and

(9) Construction, maintenance and repair of structures to support wind, solar or other sources of energy or power generation primarily for activities conducted on the Property, as permitted by this Conservation Easement, are allowed, subject, however, to the provisions of Article II(J), including, but not limited to, the coverage and square footage limitations set forth in Article II(J). Incidental or excess solar and/or wind power generated by any structure(s) located on the Property and not used for the purposes specifically permitted by this Conservation Easement, as set forth herein, may be sold to third parties; except, however, such power generation shall not support agricultural, commercial or industrial uses not specifically permitted by this Conservation Easement.

C. Forest Management. Silvicultural use of the Property, including but not limited to timber thinning and harvesting, pine straw raking, prescribed burning, firewood collection, clearing for wildlife habitat, and new or expanded agricultural fields, constructing fire breaks, reforestation, and activities common at the time of performance for timber planting, management and harvest are allowed, provided, however, that any timber harvesting and management shall be subject to the following:

(1) All such activities shall be in accordance with Best Management Practices and guidelines for the timber industry, as the same may be promulgated by law or regulation in the State of North Carolina and amended from time to time in the event such activities are undertaken;

(2) All such activities shall be conducted in such a manner as necessary to prevent and control fires, as well as to apply fire as a management tool, subject to local, state and federal rules and regulations, including the establishment of fire lines; and

(3) All such activities shall be conducted in such a manner as to control non-native or invasive plant species. Mechanical or chemical means may be utilized to control non-native or invasive plant species, provided that any use of herbicides shall be consistent with applicable chemical labels and local, State and federal rules and regulations.

(4) Any timber harvesting and management shall be carried out in accordance with a written Forest Management Plan consistent with Grantor's rights as reserved herein and not in violation of the provisions of this Conservation Easement and prepared by a registered forester or other qualified biologist and provided to Grantee thirty (30) days in advance of any harvesting or management activity. Such plan may be amended in writing from time to time by the Grantor and any amended plan shall be provided to Grantee.

D. Signage. Except as otherwise allowed herein, display of advertising billboards is prohibited on or over the Property; except, however, the posting of no trespassing signs, hunt club signs, for sale signs, directional or identification signs, trail markers, interpretive signs, boundary signs, signs for events held on the Property, signs identifying Poplar Grove Plantation, and signs identifying the Conservation Values of the Property and/or identifying Grantor as



owner of the Property and/or identifying Grantee as the holder of a Conservation Easement on the Property shall be permitted. No sign shall be placed on the Property without the prior written consent of Grantor.

E. Non-Commercial Dumping. Dumping of non-biodegradable substances such as chemicals and other hazardous substances, trash, garbage, wastes, abandoned vehicles, appliances, machinery, or other non-biodegradable material on the Property is prohibited. Composting of biodegradable material or use of such materials to improve fields, pastures, etc. shall not be deemed to be non-commercial dumping and shall be allowed. Manure, natural bedding and other grown materials may be spread on the Property. Grantor and Grantee recognize that illegal dumping of refuse by third parties can occur and, in the event of any such the occurrence, Grantor shall remove such material within a reasonable time through specific collection or routine clean-ups. The temporary storage of trash in receptacles and the use of temporary portable convenience facilities for human waste for periodic off-site disposal are permitted. Land application of domestic septic effluent and/or municipal, commercial or industrial sewage sludge or liquid generated from such sources is prohibited.

F. Excavation, Dredging and Mineral Use. No surface mining is permitted. There shall be no commercial filling, excavation, dredging, mining or drilling, no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Property, except (a) for the purpose of combating erosion or flooding; and (b) as incidental to the construction, repair, and maintenance of existing and or permitted structures, and roads in accordance with Article II(J); provided, however, that no activity expressly permitted by this Article II(F) shall significantly impair or interfere with the Conservation Values of the Property as set forth in the Recitals hereinabove.

\* G. Conveyance and Subdivision. The Property shall not be divided, partitioned, or subdivided, nor conveyed, except in its current configuration or a configuration which includes the entire Property.

H. Development Rights. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme, or cluster development arrangement, or otherwise.

I. Demolition or Destruction of Plantation House. The voluntary demolition or destruction of the existing plantation house located on the Property without Grantee's prior written consent is prohibited.

J. Maintenance, Repairs, Improvements, Construction, and Renovation to Improvements and Access Thereto. No building, facility, mobile home, modular home, prefabricated structure, antenna, tower (satellite, cell, radio, telecommunications or other type of tower), structure, or means of access shall be constructed or placed on the Property after the date of this Conservation Easement; except, however, that Grantor, or her heirs and assigns, shall have the limited right to do the following, subject to the limitation that Grantor (including Grantor's agents, contractors, or employs) shall, before undertaking any construction of new



improvements or replacement of existing improvements, as specifically provided herein, provide written notice to Grantee detailing the construction and/or improvements proposed, provide Grantee with written plans therefor at least thirty (30) days in advance of commencing the proposed construction, and obtain Grantee's prior written consent to such construction, and/or replacement of structures and/or improvements, which shall not be unreasonably withheld, except the following shall be specifically permitted:

- (1) Repair and replace existing fences and construct new fences which may be built on the Property for purposes of reasonable and customary management of livestock and other purposes, without any further permission of the Grantee;
- (2) Construct a public convenience facility not to exceed a total of eight hundred (800) square feet of heated and unheated space subject to obtaining the prior written consent of the Grantee. Grantor shall provide Grantee with a copy of all applicable building plans at least thirty (30) days prior to commencing construction of the proposed public convenience facility. The location of the public convenience facility upon the Property shall be subject to Grantee's prior written approval, which approval may not be unreasonably withheld.
- (3) Subject to the limitations provided herein, Grantor, or her heirs and assigns may maintain and repair existing structures and improvements on the Property without further permission of Grantee. Grantor, her heirs and assigns, upon providing written notice to Grantee, shall have the right to replace existing structures, including, but not limited to agricultural structures, and improvements, if any, provided that the total lot coverage and square footage limitations set forth hereinbelow, exclusive of the public convenience facility which may be constructed on the Property in accordance with the provisions of this Article II(J), are not exceeded. Any construction undertaken in accordance with the terms of this Conservation Easement shall meet all applicable local and state building codes;

Except as expressly provided herein, no additional accessory structures may be constructed on the Property. Upon providing prior written notice to Grantee, structures existing on the Property as of the date of this Conservation Easement, excluding the Poplar Grove Plantation home, may be demolished, renovated and replaced, provided, however, that the total square footage as it exists on the date of this Conservation Easement, may not be increased. New buildings and other structures, including, but not limited to, improvements to be used primarily for agricultural purposes, not including any farm labor housing or other residential structures, may be built on the Property only if (1) the total lot coverage and total square footage limitations, as set forth herein, are not exceeded; and (2) Grantor obtains the prior written consent of the Grantee after providing Grantee with a copy of all applicable building plans at least thirty (30) days prior to construction of such proposed structure or improvement.

In the event the historic Poplar Grove Plantation home is destroyed by fire, flood, a storm event or act of God or is damaged to the extent that Grantor, her heirs or assigns deem it



necessary to demolish or rebuild the structure, Grantor, her heirs, successors or assigns may construct and maintain one (1) new single-family residence ; provided, however, that (i) such structure may not exceed the total square footage of the Poplar Grove Plantation home as it exists on the date of this Conservation Easement; (ii) Grantor shall provide Grantee with a copy of all applicable building plans at least thirty (30) days prior to construction of such structure or improvement; (iii) the location of the single-family residence upon the Property shall be in the same location as the original Poplar Grove Plantation home, or any other location shall be subject to Grantee's prior written approval, which approval may not be unreasonably withheld; and (iv) Construction shall meet all local and state building codes.

Notwithstanding any provision herein to the contrary, with the exception of the construction of a public convenience facility, as expressly permitted hereinabove, the total square footage of impervious lot coverage on the Property shall not exceed 19,050 square feet, which represents the impervious coverage as of the date of this Conservation Easement;

(4) Maintain, repair and rebuild existing roads and parking areas without the prior written consent of Grantee. Grantor may construct, maintain and utilize reasonable means of access to and utilities for the purpose of serving all permitted uses of the Property; provided, however that:

- (a) all new roads or reasonable means of access to all permitted structures and uses are allowed only with the prior written consent of Grantee, which shall not be unreasonably withheld,
- (b) no new road nor right of way may be wider than twenty (20) feet, other than at the point of access to the Property,
- (c) no existing road or right of way may be wider than twenty (20) feet, other than at the point of access to the Property,
- (d) all roads and parking areas shall be limited to permeable materials, and
- (e) all new utilities, if any, shall be installed underground, unless prohibited by the appropriate utility;

(5) Install, maintain, repair, replace, remove and relocate electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve the existing plantation house and/or any agricultural or accessory buildings existing or permitted herein, and the right to grant easements over and under the Property for such purposes is permitted. Maintenance, repair or improvement of a septic system(s) or other underground sanitary system which exists on the Property at the time of this Conservation Easement, if any, or the construction of a septic or other underground sanitary system, for the benefit of any of the permitted improvements herein, including but not limited to, the public convenience facility described in Article II(j)(2) hereinabove, is permitted without further permission from the Grantee.

(6) Grantor reserves the right to maintain, repair, replace and add landscaping on the Property. Grantor may cut and remove grass and other vegetation, and perform routine maintenance, landscaping and horticultural activities and upkeep consistent with the purpose of this Conservation Easement. Grantor may perform selective cutting or clearing of trees or vegetation and mowing or clearing of fields for enhancement and protection of native wildlife and its habitat, fire protection, trail and road maintenance, tick and insect control, creation or preservation of vistas, or otherwise to improve and preserve the Property in a condition consistent with the purpose of this Conservation Easement.

(7) Grantor reserves the right to maintain, repair and replace the farmer's market parking lot as shown in the Report subject to the limitations of Article II(J)(4) hereinabove.

K (8) Grantor reserves the right to construct and maintain trails on the Property. All trails shall be constructed with permeable material; except, however, in the construction of such trails and when required by the terrain, boardwalks, ramps, and handrails are permitted. The Grantor may also construct and maintain litter receptacles and trail/feature signs along the trails.

(9) Construction, maintenance and repair of structures to support wind, solar or other sources of energy or power generation primarily for activities conducted on the Property, as permitted by this Conservation Easement, are allowed, subject, however, to the provisions of this Article II(J), including, but not limited to, the coverage limitations set forth in this Article II(J). Incidental or excess solar and/or wind power generated by any structure(s) located on the Property and not used for the purposes specifically permitted by this Conservation Easement, as set forth herein, may be sold to third parties; except, however, such power generation shall not support agricultural, commercial or industrial uses not specifically permitted by this Conservation Easement.

Notwithstanding any provision herein to the contrary, the total cleared, and not re-vegetated, pervious and impervious surface areas associated with all aforesaid existing and future improvements, including, but not limited to, the soil roads, entrance road, parking areas, the house, agricultural buildings, accessory buildings or structures, and any new structures built in accordance with the terms of this Conservation Easement, excluding the public convenience facility specifically permitted in Article II(J)(2), shall not exceed 800 (eight hundred) square feet. Any construction or reconstruction not expressly permitted herein is prohibited. Before undertaking any construction of a new improvement, replacement of an improvement or reconstruction permitted herein, the Grantor shall provide Grantee with written plans therefor at least thirty (30) days in advance of commencing the proposed construction, and obtain Grantee's prior written consent to such construction, renovation and/or replacement of structures and/or improvements, to the extent specifically provided herein.

K. Educational, Charitable and Research Activities. Grantor reserves the right to conduct educational, charitable, and research activities on the Property, including activities for a

fee, that are consistent with the protection of the Conservation Values of the property. Such activities may include but are not limited to: historic, botanical, research and programs; natural resource conservation management; field trips, seminars, workshops, and other programs. Grantor reserves the right to authorize the use or lease the Property to others for educational, charitable, historical and research activities, consistent with the purpose of this Easement.

L. Quiet Enjoyment. Grantor reserves to herself, Grantor's heirs and assigns, all rights accruing from her ownership of the Property, including (1) the right to engage in or permit or invite others to engage in all uses of the Property as they exist on the date of this Conservation Easement, including, but not limited to hunting and hiking that are not expressly prohibited or restricted herein, and (2) the right to sell, give or otherwise convey the Property. Without limiting the generality of the foregoing, Grantor expressly reserves for herself, her heirs and assigns, invitees and licensees the right of quiet enjoyment of the Property, to the extent that said right is not affected by this Conservation Easement. Specifically, Grantor reserves the right to engage in any uses not prohibited hereunder, including but not limited to the right to occupy the Property and the Poplar Grove Plantation home as a residence or allow others to occupy it as a residence.

### ARTICLE III. ENFORCEMENT & REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of Grantee, Grantee shall, except as provided below, notify Grantor in writing of such breach by Grantor. Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunction and other relief. Grantee shall also have the power and authority to institute and maintain any suits and proceedings as Grantee may deem advisable in its judgment: (1) to prevent any impairment of the Property by acts which may be unlawful or in violation of this Conservation Easement; (2) to otherwise preserve or protect its interest in the Conservation Easement; (3) to seek damages from any appropriate person or entity or (4) to require that the Property be restored promptly to the condition required by this Conservation Easement. Notwithstanding the foregoing, Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. Notwithstanding anything herein to the contrary, Grantor shall not have any liability for damage to the Property resulting from, or duty to restore any portion of the Property damaged by, any acts in violation of the terms of this Conservation Easement unless such acts are committed by or at the direction of Grantor.

B. Inspection. Grantee, its employees and agents and its successors and assigns have the right, with reasonable prior notice, to enter the Property at reasonable times and in reasonable numbers of persons after reasonable notice to Grantor for the purpose of inspecting the Property to determine whether Grantor, Grantor's representatives, or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. Subject to Grantor's written permission, Grantee may also request access for small group educational field trips to the extent educational access is not already being provided to the Property. Grantee accepts all liability without limitation arising out of its use of the Property, including but not limited to Grantee's employees, consultants, or invitees while on the Property, except harm caused by Grantor's gross negligence.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor nor constitute a breach by Grantor, for any injury to, change in, or any condition or use of the Property caused by third parties, resulting from causes beyond Grantor's control, including, without limitation, acts of God, fire, flood, storm, and earth movement, illegal dumping of materials or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to Property or harm to the Property resulting from such causes.

D. Costs of Enforcement. 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, except normal inspection costs. If Grantee is found not to have an enforceable compliance grievance, Grantee shall not be entitled to reimbursement of its costs.

E. No Waiver. Enforcement of this Conservation Easement shall be at the discretion of Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. Likewise, if Grantee fails to comply with the terms of this Conservation Easement, Grantor in its discretion may enforce such terms and in the event Grantor fails to do so, Grantor shall not be deemed to have waived the right to do so in the future or as to acts which have occurred previously. No delay in the enforcement of Grantor's rights shall be deemed a waiver of those rights.

F. Right to Judicial Determination by Grantor or Successors. Grantor and Grantor's heirs and assigns have the right to judicial determination in event of controversy between the parties.

#### ARTICLE IV. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever and the public shall have no such right of access

with or without the permission of Grantee unless Grantor by written consent conveys such access to the public. Grantor reserves the right to exclude the public from the Property and reserves all rights of a land owner under North Carolina law to deal with persons on the Property without Grantor's written consent. However, this Conservation Easement does not restrict any public right to view the Property from adjacent publicly accessible areas. Grantor may erect no trespassing signs and enforce trespass laws with respect to the Property. Grantee has no right to permit any party to enter the Property except as provided in Article III(B) hereof. Notwithstanding the foregoing, if Grantor conveys such access to the public, such uses by the public shall be subject to the terms of this Conservation Easement.

## ARTICLE V. CONDITION OF PROPERTY, TITLE AND ACCESS

A. Legal Description. Exhibit A to this Conservation Easement contains the legal description of the Property that is subject to this Conservation Easement, which Exhibit A is attached hereto and made a part hereof, and the Property is more particularly delineated on that survey entitled in part, "Map of Boundary & Existing Conditions Survey of Poplar Grove Plantation Conservation Easement to North Carolina Coastal Land Trust Owner: Jan M. Lewis, Topsail Township, Pender County, North Carolina," prepared by Robert G. Sessoms, Professional Land Surveyor, dated November 16, 2009, and recorded in Map Book 49 Page 140, Pender County Registry.

B. Title. Grantor covenants and represents that Grantor is the sole owner and seized of the Property in fee simple, and has good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all encumbrances, except easements and matters of record and except as set forth in Exhibit B attached hereto and by this reference incorporated herein, and Grantor covenants that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

## ARTICLE VI. MISCELLANEOUS

A. Subsequent Assignment and Transfers. Grantor agrees for herself, Grantor's heirs and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor, for herself, Grantor's heirs and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Property is conveyed.

Grantor agrees that the Conservation Easement is assignable, subject to the terms of Article VI(N) hereof, in whole, but not in part, and Grantee agrees to notify Grantor in writing of any assignment immediately upon such assignment occurring and agrees to provide to Grantor with such notice, a copy of the assignment and the name, address, telephone number, and principal contact of the assignee; and shall provide to Grantor together with such notice, documentation which verifies that the assignee is a Qualified Organization as herein defined.



B. Conservation Purpose.

(1) Grantee, for itself, its successors and assigns, agree that this Conservation Easement shall be held exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

(2) If a change in conditions occurs which makes impossible or impractical any continued protection of the Property for conservation purposes, the restrictions contained herein may only be extinguished or terminated, whether with respect to all or a part of the Property, by judicial proceedings in a local court of competent jurisdiction. Grantor and Grantee agree that this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the Conservation Easement, as of the date hereof, bears to the value of the Property as a whole in the event that this Conservation Easement is extinguished by judicial proceeding as hereinafter provided.

(3) Notwithstanding anything herein to the contrary, in the event of fire or other casualty resulting in the damage or destruction of any of the structures on the Property, including but not limited to the Poplar Grove Plantation home, any and all insurance proceeds resulting from such loss or casualty shall be payable solely to Grantor.

For purposes of this subparagraph (3) only, the proportionate value of the Grantee's property rights shall remain constant. Upon such extinguishment by judicial proceeding, the Grantee, upon a subsequent sale, exchange or involuntary conversion of the Property pursuant to such judicial proceeding, and net of any costs or expenses associated with such sale, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement, unless state law provides that Grantor is entitled the full proceeds from the extinguishment of this Conservation Easement without regard to the terms hereof. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth in the Recitals herein.

For purposes of this subparagraph (3) only, the parties hereto stipulate that as of the date of this Conservation Easement, the restricted fee interest in the Property and the Conservation Easement each represent a percentage interest in the fair market value of the Property. Said percentage interests shall be determined by the ratio of the value of the Conservation Easement on the date of this Conservation Easement to the value of the Property, without deduction for the value of the Conservation Easement, as of the date of this Conservation Easement. The values on the date of this Conservation Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code; provided however, such values shall be amended, if necessary, to conform to the final determination of the Internal Revenue Service or any court of competent jurisdiction. For purposes of this subparagraph (3) only, the ratio of the value of the Conservation



Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant.

(4) If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of their respective interests in the Property subject to the taking and all incidental or direct damages resulting from the taking, unless state law provides that Grantor is entitled to the full proceeds from the taking, sale or conversion without regard to the terms of this Conservation Easement. Each party shall be entitled to employ an attorney of its choice. All expenses reasonably incurred by the parties to this Conservation Easement in connection with such taking, except attorney's fees, if the parties employ separate attorneys, shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of Article VI(B)(2) herein, with respect to the allocation of proceeds. The respective rights of the Grantor and Grantee set forth in this subparagraph (Article VI (B)(3)) shall be in addition to, and not in limitation of, any rights they may have at law. Notwithstanding the foregoing, in the event only part of the Property is taken, and the portion so taken includes the Poplar Grove Plantation home, the Grantor shall be entitled to receive the value of the Poplar Grove Plantation home.

(5) The parties hereto 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 organization," as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A), subparagraphs (i), (ii) or (iii) of the Internal Revenue Code, and Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee shall be bound by the terms of this Conservation Easement

C. Construction of Terms. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. 121-34, which authorizes the creation of Conservation Easements for purposes including those set forth in the Recitals herein, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Sections 170(h)(4)(A).

D. Recording. Grantee shall record this instrument and any amendment hereto in timely fashion in the official records of Pender County, North Carolina, and may re-record it at any time as may be required to preserve its rights.



E. Notices. Any notices shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth below, or to such other addresses such party may establish in writing to the other. All such items shall be deemed given or made three (3) days after being placed in the United States mail as herein provided. The addresses are as follows:

GRANTOR: Jan M. Lewis  
6603 Butter Clam Court, Apt. 39  
Wilmington, NC 28405

With a copy to: Stanley M. Sams  
Ward and Smith, PA  
PO Box 8088  
Greenville, NC 27835-8088  
Telephone: (252) 215-4005

GRANTEE: North Carolina Coastal Land Trust  
131 Racine Drive, Suite 101  
Wilmington, NC 28403  
Telephone: (910) 790-4524  
Fax: (910) 790-0392

In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within ninety (90) days after receipt of notice, a written notice of approval has been mailed to the party requesting consent.

F. Amendments. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee are free to jointly amend this Conservation Easement provided that 1) no amendment shall be allowed that will affect the qualification of this Conservation Easement as a qualified conservation contribution or the status of the Grantee under any applicable laws including Section 170(h) and Section 2031 of the Internal Revenue Code, 2) any amendment shall be consistent with the purposes of this Conservation Easement set forth in the Recitals herein, 3) any amendment shall not affect its perpetual duration and 4) any amendment shall be in writing, signed, sealed and acknowledged by both parties. Such amendment(s) shall be effective upon recording in the public records of Pender County, North Carolina.

G. Environmental Condition of Property. The Grantor warrants and represents to the Grantee that to the best of her knowledge without investigation: (a) the Property described herein is in full compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, and that there is no environmental condition existing on the Property that may prohibit or impede use of the Property for the purposes set forth in the Recitals.



H. Entire Agreement. 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 this 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.

I. Indemnity. With the exception of the matters set forth in Article III(A) and Article III(C) hereof, Article III(D) and the second paragraph of this Article VI( I), Grantor agrees to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless Grantee from and against all claims, actions, liabilities, damages, fines, penalties, costs and expenses suffered as a direct or indirect result of any violation of any federal, state, or local environmental law related to hazardous substance, waste or other regulated material in, on or under the Property.

Grantee, and its successors and assigns, agrees to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless Grantor from and against all claims, actions, liabilities, damages, fines, penalties, costs and expenses suffered as a direct or indirect result of any violation of any federal, state, or local environmental law by Grantee after the date hereof related to hazardous substance, waste or other regulated material in, on or under the Property

J. Interpretation. This Conservation Easement shall be construed and interpreted under the laws of the State of North Carolina, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein.

K. Parties. Every provision of this Conservation Easement that applies to the Grantor or to the Grantee shall likewise apply to their respective successors, assigns and grantees and all other successors in interest herein.

L. Merger. The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

M. Subsequent Liens and Transfers. No provisions of this Conservation Easement shall be construed as impairing the ability of Grantor to use the Property for collateral for borrowing purposes, provided that any mortgage or lien arising therefrom shall be subordinated to this Conservation Easement. The Property owner shall not convey the Property or any interest therein, and shall not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Conservation Easement and the obligations of the Property owner and limitations on use of the Property.

N. Transfer of Conservation Easement. Subject to the Grantor's reasonable approval of the proposed transferee, the Grantee shall have the right to transfer this Conservation Easement to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under §170(h) of the U.S. Internal Revenue Code, as amended and under



NCGS 121-34 et seq., provided the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement. As a condition of such transfer, Grantee shall require that the conservation purposes advanced hereunder shall continue to be carried out. The transfer or assignment shall be made in a writing signed by the parties and the transferee or assignee, and recorded in the Pender County Registry.

If the Grantee ever ceases to exist or no longer qualifies under §170(h) of the U.S. Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this Conservation Easement.

O. Transfer of Property. Grantor agrees to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which they transfer or divest themselves of any interests, including leasehold interests, in all or a portion of the Property. Failure of Grantor to comply with this Paragraph shall not impair the validity of this Conservation Easement as to successor owners or limit its enforceability in any way, nor shall Grantor's failure to comply with this Paragraph constitute a default under this Conservation Easement.

P. Fee Upon Transfer. Except as specifically stated otherwise herein, there shall be assessed by the Grantee a transfer fee equal to one (1) percent of the sales price or other consideration paid in connection with the transfer of any interest in the Property, which transfer fee shall be paid to the Grantee at the time of the transfer. The amount of sales price or other consideration paid allocable to the Property, when the Property is sold together with Grantor's adjacent retained property or parcel, is an amount equal to the proportionate share of the consideration that the value of the Property subject to this Conservation Easement bears to the value of the Grantor's property as a whole (the Property subject to the Conservation Easement together with the adjacent parcel or property retained by Grantor that is not subject to this Conservation Easement), immediately after the granting of this Conservation Easement. The parties stipulate that said values for determining the proportionate share of the consideration are as set forth in IRS Form 8283 and accompanying appraisal filed by Grantor to claim Grantor's deduction for federal income tax purposes; provided however, such ratio shall be amended, if necessary, to conform to the final determination of the IRS or any court of competent jurisdiction. This sum shall be placed in Grantee's stewardship fund, or such similarly named successor fund, to finance Grantee's efforts to uphold its duties and responsibilities under this Conservation Easement on the Property covered by this Conservation Easement as well as on Grantee's other property/ies not covered by this Conservation Easement. In the event of non-payment of such transfer fee, Grantee shall have the right to file a lien for such unpaid transfer fees which shall be a lien on the Property but which lien shall be subordinate to this Conservation Easement and to the lien of any first mortgage on the Property. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of North Carolina. Grantee may require the Grantor and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, and copies of deeds or other such evidence.



Notwithstanding the foregoing, any transfer subsequent to the conveyance of this Conservation Easement without consideration or any transfer to a spouse, a lineal descendant, a spouse of a lineal descendant (collectively, "Immediate Family Members"), or to an entity at least fifty (50) percent of the equity interest of which is owned by an Immediate Family Member or to a charitable organization which is tax exempt under Section 501(c)(3) of the Code, or to a local, state or federal government or any "qualified organization" or "eligible donee" within the meaning of Section 170(h)(3) of the Code and regulations promulgated thereunder shall be exempt from the assessment of such transfer fee. An exchange of properties pursuant to Code Section 1031, or similar statute, shall be deemed to be for consideration based on the market value of the Property received at the time of such transfer. Market value shall be determined by agreement of the Grantor and the Grantee, or in the absence of such agreement by an MAI appraiser selected by the Grantee, whose appraisal fee shall be paid by the Grantee. This clause shall be enforceable for ninety (90) years from the date of this Conservation Easement. At the end of this ninety-year period, this clause will terminate.

Q. Rights Retained by Grantor. The rights retained by Grantor shall run to the benefit of Grantor and her heirs, personal representatives, successors and assigns forever.

**TO HAVE AND TO HOLD** a Conservation Easement on the Property unto Grantee, its successors and assigns, forever. The Grantor covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

And the Grantor covenants with the Grantee that Grantor is seized of the Property in fee simple, has the right to convey this Conservation Easement to the Grantee, that title is marketable and free and clear of all encumbrances except easements and matters of record and except as set forth in Exhibit B attached hereto, and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions set forth in this Conservation Easement.

**IN WITNESS WHEREOF**, Grantor has executed this instrument and Grantee has caused this instrument to be executed in its name by authority of its Board of Directors, the day and year first above written.

GRANTOR:

JAN M. LEWIS (SEAL)  
JAN M. LEWIS

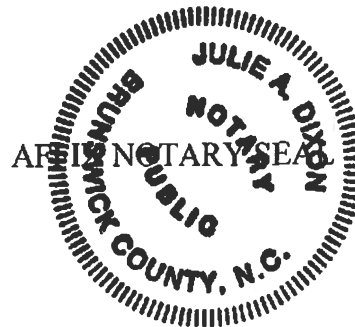
STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

I certify that I, Julie A Dixon, a Notary Public for <sup>Brunswick</sup> ~~said~~ County and said State, do hereby certify that JAN M. LEWIS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 18<sup>th</sup> day of December, 2009.

Julie A Dixon  
Notary Public  
Print Name: Julie A Dixon

My commission expires: May 14, 2012



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GRANTEE:

NORTH CAROLINA COASTAL LAND TRUST,  
a North Carolina non-profit corporation

BY: Linda S. Murchison  
LINDA MURCHISON, VICE PRESIDENT

[AFFIX CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Cassandra I. Gavin a Notary Public of the County and State aforesaid do hereby certify that Linda Murchison personally appeared before me this date and acknowledged that she is Vice President of North Carolina Coastal Land Trust, a North Carolina nonprofit corporation, and that she duly executed this instrument in the corporation's name as its Vice President.

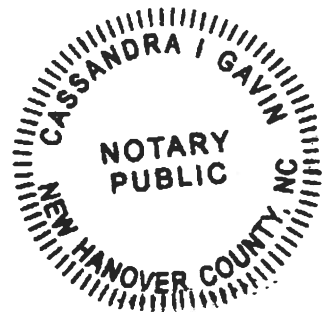
WITNESS my hand and Notarial Seal, this the 18th day of December, 2009.

My commission expires:

Sept. 7, 2014

Cassandra I. Gavin

Notary Public



**EXHIBIT A****LEGAL DESCRIPTION OF THE PROPERTY SUBJECT  
TO THE CONSERVATION EASEMENT**

BEING ALL OF A CERTAIN PARCEL OF LAND, TOGETHER WITH ANY IMPROVEMENTS LOCATED THEREON, IN TOPSAIL TOWNSHIP, LOCATED IN PENDER COUNTY, NORTH CAROLINA CONSISTING OF TWO TRACTS OF LAND AND A PORTION OF A THIRD TRACT AS DESCRIBED IN THREE DEEDS RECORDED IN THE PENDER COUNTY REGISTRY IN DEED BOOK 514, PAGE 42, DEED BOOK 633, PAGE .30 AND DEED BOOK 1614, PAGE 89 AND BEING MORE PARTICULARLY DESCRIBED BELOW.

COMMENCING AT AN EXISTING IRON REBAR ON THE EASTERN RIGHT OF WAY LINE OF US HIGHWAY 17; SAID REBAR BEING THE SAME RIGHT OF WAY POINT AT STATION -L-120+00.000, 50.00' RIGHT AS SHOWN ON SHEET 37 OF THE PLANS FOR NCDOT PROJECT R-2405A; THENCE NORTHWARDLY ALONG THE RIGHT OF WAY LINE NORTH 50°05'18" EAST FOR A DISTANCE OF 139.83 FEET TO AN EXISTING STONE, BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING ALONG THE AFOREMENTIONED RIGHT OF WAY LINE OF HIGHWAY 17, NORTH 50°05'16" EAST FOR A DISTANCE OF 689.79 FEET TO A IRON REBAR SET; SAME POINT BEING SHOWN ON THE AFOREMENTIONED NCDOT PLANS AT STATION -L-123+12.486, 50.00 FEET RIGHT THEN LEAVING SAID RIGHT OF WAY LINE SOUTH 42°06'20" EAST FOR A DISTANCE OF 1008.12 FEET TO AN EXISTING IRON PIPE; PASSING THROUGH AN EXISTING IRON PIPE AT 754.67 FEET; THENCE SOUTH 42°53'53" WEST FOR A DISTANCE OF 242.11 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 43°37'28" WEST FOR A DISTANCE OF 274.30 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 47°49'00" WEST FOR A DISTANCE OF 649.96 FEET TO AN EXISTING IRON PIPE IN THE NORTHERN RIGHT OF WAY LINE OF SCOTTS HILL LOOP ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 43°20'04" WEST FOR A DISTANCE OF 155.00 FEET TO THE PC OF A CURVE TO THE RIGHT; THENCE ALONG THE CURVE WITH SAID CURVE HAVING A CHORD BEARING OF NORTH 43°09'57" WEST, A CHORD DISTANCE OF 33.85 FEET AND A RADIUS OF 5648.91 FEET TO AN EXISTING IRON PIPE; THENCE LEAVING THE RIGHT OF WAY OF SCOTTS HILL LOOP ROAD NORTH 42°57'58" EAST FOR A DISTANCE OF 154.02 FEET TO A POINT 12 FEET SOUTH OF AN EXISTING IRON PIPE; THENCE WITH AND PARALLEL TO THE COMMON LINE OF TWO AFOREMENTIONED TRACTS NORTH 38°27'57" WEST FOR A DISTANCE OF 168.28 FEET TO A POINT 12 FEET SOUTH OF AN EXISTING IRON PIPE; THENCE SOUTH 48°41'07" WEST FOR A DISTANCE OF 164.01 FEET TO AN EXISTING IRON PIPE IN THE NORTHERN RIGHT OF WAY LINE OF SCOTTS HILL LOOP ROAD; THENCE ALONG THE RIGHT OF WAY OF SCOTTS HILL LOOP ROAD NORTH 41°07'57" WEST





FOR A DISTANCE OF 60.37 FEET TO A POINT; THENCE LEAVING THE RIGHT OF WAY OF SCOTTS HILL LOOP ROAD NORTH 48°13'06" EAST FOR A DISTANCE OF 205.78 FEET TO AN EXISTING IRON PIPE; PASSING THROUGH EXISTING IRON PIPES AT DISTANCES OF 100.38 FEET AND 178.98 FEET; THENCE NORTH 41°06'07" WEST FOR A DISTANCE OF 350.91 FEET TO THE POINT OF BEGINNING. CONTAINING 15.13 +/- ACRES.

SAME BEING THE PROPERTY MORE PARTICULARLY DELINEATED ON THAT CERTAIN PLAT ENTITLED IN PART, "MAP OF BOUNDARY & EXISTING CONDITIONS SURVEY OF POPLAR GROVE PLANTATION FOR EASEMENT DEDICATION TO NORTH CAROLINA COASTAL LAND TRUST OWNER: JAN M. LEWIS, TOPSAIL TOWNSHIP, PENDER COUNTY, NORTH CAROLINA" PREPARED BY ROBERT G. SESSOMS, PLS, OF URBAN LIMITED, RECORDED IN MAP BOOK 49, PAGE 140, PENDER COUNTY REGISTRY.

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**EXHIBIT B**

**EXCEPTIONS TO TITLE**

1. Taxes for the year 2010 and subsequent years, not yet due and payable.
2. Easement(s) to Carolina Power and Light Company recorded in Book 458, Page 62, Pender County Registry.
3. Easement(s) to Southern Bell Telephone and Telegraph Company recorded in Book 778, Page 179, Pender County Registry.
4. Right(s) of Way of U.S. Highway 17 and Scotts Hill Loop Road.
5. Rights of claims of tenant(s) in possession under unrecorded lease(s) or rental agreement(s).
6. The following additional exceptions:
  - A. Setbacks, easements, governmental regulations, or other matters shown on or disclosed by plat recorded in Map Book 49, Page 140, Pender County Registry.
  - B. Existing easements for public roads and utilities now in use.