



2009034546

FOR REGISTRATION REGISTER OF DEEDS  
Willie L. Goolinger,  
DURHAM COUNTY, NC  
2009 SEP 25 02:57:18 PM  
BK:6329 PG:770-835 FEE:\$206.00  
NC REV STAMP:\$5,706.00  
INSTRUMENT # 2009034546

This instrument prepared by and return to: Durham County Attorney's Office (CWH) 200 E. Main Street, Durham, NC 27701

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

**WARRANTY  
DEED OF CONSERVATION EASEMENT**

This Deed of Conservation Easement ("Easement") is granted on this 25<sup>th</sup> day of September, 2009, by **William A. McFarland and wife Blanche J. McFarland** having an address of 1402 Moores Mill Road, Rougemont, NC 27572 ("**GRANTOR**"), to THE COUNTY OF DURHAM, STATE OF NORTH CAROLINA, a political subdivision of the state of North Carolina, having an address of 200 East Main Street, Durham, NC 27701 ("**LOCAL GRANTEE**") and the United State of America ("**UNITED STATES**") acting by and through the United States Department of Agriculture ("**USDA**") Natural Resources Conservation Service ("**NRCS**") on behalf of the Commodity Credit Corporation. The Local Grantee and the United States are collectively referred to as "Grantees" unless otherwise specified. The designation Grantor and Grantees 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.

The United States is providing \$1,806,000.00 toward the purchase of this Conservation Easement; which amount represents fifty percent of the appraised fair market value of the rights conveyed by this easement ("Easement Value"). Grantor is donating twenty-one percent of the Easement Value and the remaining twenty-nine percent of the Easement Value is provided by the Local Grantee; for a total cash consideration of \$3,612,000.00.

**RECITALS:**

WHEREAS, Grantor is the sole owner in fee simple, of a certain farm property identified in Exhibit A located in Mangum Township, Durham County, North Carolina and identified on the plat of property entitled "Durham County – McFarland Conservation Easement" prepared by Riley Surveying and Triangle Surveyors which plat is recorded at Plat Book 184 Page ~~366~~-374, Durham County Registry with said farm property totaling 921.85 acres in five tracts of which 842.01 total acres are covered by this Conservation Easement (the "Protected Property").

WHEREAS, the Protected Property consists primarily of productive agricultural land. The Protected Property also contains within its boundary buildings and/or improvements as shown on Exhibits G 1-4, attached hereto and incorporated herein. The majority of the soils on the Protected Property have been classified as "prime" or "statewide important" soils by the Natural Resources Conservation Service ("NRCS"), United States Department of Agriculture ("USDA," also referred to as "United States"). It is the primary purpose of this Easement to protect the agricultural soils and agricultural viability and productivity of the Protected Property.

WHEREAS, the Protected Property also includes outstanding woodland and riparian habitats for a variety of wildlife species of importance to the Grantor, the people of Durham County and the people of North Carolina.

WHEREAS, the Protected Property contains numerous tributaries that flow into the Flat River which flows south into Lake Michie, a source of drinking water for residents of Durham County, and where the Protected Property is within the Flat River Protected Watershed and the Flat River Agricultural Priority Area. It is a secondary purpose of this Easement to protect these natural, wildlife habitat, historical, and scenic resources. To the East, the overall farm property is bordered by North Carolina State University Hill Forest, portions of which are permanently protected. The agricultural, natural, wildlife habitat and scenic resources of the Protected Property are collectively referred to as the "Conservation Values" of the Protected Property.

WHEREAS, the Protected Property includes 1.45 miles of frontage on Moore's Mill Road which is part of the "North Durham Country Byway" a scenic byway in the State of North Carolina's Scenic Byway program. The Protected Property provides scenic vistas and views of fields and woods that support this road's designation. The Protected Property, and the permanent protection of this property as agricultural and forest land supports the goals of this program for the enjoyment of North Carolina citizens.

WHEREAS, the specific Conservation Values of the Protected Property and its current use and state of improvement are described in a Baseline Documentation Report ("Report") prepared by the Local Grantee with the cooperation of the Grantor, and acknowledged by both parties to be accurate as of the date of this Easement. This Report may be used by the Grantees to document any future changes in the use or character of the Protected Property in order to ensure the terms and conditions of this Easement are fulfilled. This Report, however, is not intended to

preclude the use of other evidence to establish the present condition of the Protected Property if there is a controversy over its use. The Grantor and Local Grantee have copies of this Report, and said report will remain on file at the office of the Durham County Open Space and Real Estate Division.

WHEREAS, the Grantor and Grantees agree that the current agricultural use of, and improvements to, the Protected Property are consistent with the conservation purposes of this Easement.

WHEREAS, the Grantor intends that the Conservation Values of the Protected Property be preserved and maintained, and further, Grantor intends to convey to the Grantees the right to preserve and protect the agricultural and other Conservation Values of the Protected Property in perpetuity.

WHEREAS, the Conservation Purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:

(1) Sections 1238 H and 1238 I of the Food Security Act of 1985, as amended, which authorizes the Farm and Ranch Lands Protection Program, administered through the NRCS which provides funds for the acquisition of Conservation Easements or other interests in prime, unique, or other productive soils for the purpose of limiting conversion to nonagricultural uses of the land;

(2) North Carolina General Statute 139-2 *et seq.*, which provides that "it is hereby declared ...that the farm, forest and grazing lands of the State of North Carolina are among the basic assets of the State and the preservation of these lands is necessary to protect and promote the health, safety and general welfare of its people....It is hereby declared to be the policy of the legislature to provide for the conservation of the soil and resources of this State;"

(3) North Carolina General Statute 106-583 *et seq.*, which states that "It is declared to be the policy of the State of North Carolina to promote the efficient production and utilization of the products of the soil as essential to the health and welfare of our people and to promote a sound and prosperous agriculture and rural life as indispensable to the maintenance of maximum prosperity;"

(4) The Uniform North Carolina Conservation and Historic Preservation Agreements Act, North Carolina General Statute 121-34 *et seq.*, which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate for retaining in 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;"

(5) The North Carolina Conservation Tax Credit Program, North Carolina General Statute 105-130.34 and 105-151.12 *et seq.*, which provides for state income tax credits for donations of land that are useful for fish and wildlife conservation and other similar land conservation purposes;

(6) The establishment of the North Carolina Farmland Preservation Trust Fund established in 1986 (N.C.G.S. 106-744(c)) to preserve important farmland in North Carolina; and

(7) The special use assessment of farm and forest land as set forth in North Carolina General Statute 105-277.2 *et seq.*

WHEREAS, Grantor and Grantees have the common purpose of protecting the above-described Conservation Values and current condition of the Protected Property and preventing conversion of the Protected Property to non-agricultural uses and Grantor agrees to create and implement a conservation plan (hereinafter the "Conservation Plan") that is developed utilizing the standards and specification of the NRCS field office technical guide and 7 CFR Part 12, and is approved by the Durham County Soil and Water Conservation District.

WHEREAS, the Local Grantee is a body politic existing under Chapter 153A of the North Carolina General Statutes, and is qualified to hold Easements under the applicable laws of the State of North Carolina and is a qualified organization under I.R.C. section 170(h).

NOW, THEREFORE, for two million eight hundred fifty two thousand five hundred nineteen dollars and thirty eight cents (\$2,852,519.38) and for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the Grantor hereby voluntarily grants and conveys to the Grantees, and the Grantees hereby voluntarily accept, a perpetual Conservation Easement in the Protected Property, which Easement is an immediately vested interest in real property of the nature and character described herein. Grantor promises not to perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained herein. Grantor authorizes the Grantees to enforce these covenants in the manner described below.

## ARTICLE I. GENERAL

- 1.1. Statement of Purpose. It is the primary purpose of this Agricultural Conservation Easement to enable the Protected Property to remain in agricultural use by preserving and protecting its agricultural soils and agricultural viability and productivity. No activity that would significantly impair the actual or potential agricultural use of the Protected Property shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement are consistent with the primary purpose stated above, it is within the purpose of this Easement to also protect those values, and no activity that would significantly impair

those values shall be permitted.

- 1.2. Perpetual Duration. This Conservation Easement over the Protected Property as further described in Exhibits A, shall be perpetual. It is an easement in gross, runs with the land and is enforceable by Grantees against Grantor as provided herein, and against Grantor's representatives, successors, assigns, lessees, agents and licensees.
- 1.3. Extinguishment of Development Rights. Except as otherwise reserved to the Grantor in this Easement, the parties agree that all development rights appurtenant to the Protected Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Protected Property as it now or hereafter may be bounded or described, or used or transferred to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Protected Property or any other property by anyone including the Grantor and Grantees.
- 1.4. Compliance with other Regulatory Requirements. The Grantor is responsible for complying with any and all additional permits or regulations to use or develop the Protected Property under the terms of this Easement, including Durham City or County, State of North Carolina or federal requirements, regardless of any reserved rights or permissions contained in this Easement Document.

## **ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES**

- 2.1. Subdivision. Further subdivision, partitioning or dividing the Protected Property is prohibited.
- 2.2. Industrial and Commercial Use. Industrial and commercial use of the Protected Property and access therefore is prohibited. This restriction does not prohibit the use of the Protected Property or construction of improvements primarily for agricultural, horticultural, forestry, silvicultural and non-developed recreational purposes as more specifically defined herein.
- 2.3. Mining. There shall be no filling, excavation, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, peat, minerals, hydrocarbons or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of farming operations or combating erosion or flooding and as reasonably necessary for any permitted maintenance, construction or reconstruction on the Protected Property. Disturbed areas for the purpose of removing topsoil, sand, gravel, rock, peat, minerals, or other materials shall be limited to 1 acre in total surface area and will be restored as soon as practicable after the disturbance. Any removal of material as provided for in this subsection shall be solely for the purposes of the Protected Property and shall not be removed and sold to a third party. Under no circumstances is the exploration, exploitation and/or drilling for oil, natural gas, coal and/or other hydrocarbons permitted in, on or to the Protected Property.

- 2.4. Dumping and Trash. Dumping or storage of soil, trash, refuse, debris, ashes, garbage, waste, abandoned vehicles or parts, appliances, machinery, or hazardous substances, or toxic or hazardous waste, is prohibited. The placement of underground or above ground storage tanks or other materials is prohibited, with the exception of those otherwise permitted in Section 3.6, or those intended for the storage of agricultural products, byproducts (including the composting of biodegradable material for on-farm use) and agricultural equipment used on the Protected Property, so long as such storage is done in accordance with all applicable government laws and regulations and in such a manner so as to not impair the Conservation Values of the Protected Property.
- 2.5. Structures and Improvements. There shall be no building, tower, facility, mobile home, or other structure constructed or placed on the Protected Property, not otherwise specifically authorized herein, unless related specifically to a right reserved to the Grantor in Article III. Any structures permitted or reserved by Grantor shall be of such reasonable size, proportion, height and character so as not to significantly detract from the open space and agricultural purposes of this Easement. Under no circumstances shall recreational fields, golf courses or ranges, airstrips or helicopter pads be constructed or permitted on the Protected Property.
- 2.6. Signage. Display to the public of billboards, signs or advertisements is prohibited on or over the Protected Property, except to state the name of the property and its farmland status, including its easement status, the name and address of the occupant, to advertise an on-site activity, and to advertise the property for sale or rent, as allowed by the Sign Ordinance set forth in the City-County Unified Development Ordinance. Grantor shall be permitted to erect no trespassing signs, traffic or directional signs or warning signs as may be expedient and to post the property.
- 2.7. Impervious Surface. Under the policy restrictions of the United States Department of Agriculture, impervious surfaces within the overall Protected Property shall be limited to a maximum amount of two percent (2%) of the total acreage of the Protected Property under this Easement, calculated according to each Sub-Area. Additionally, the maximum impervious surface per each Sub-Area shall be limited to two percent (2%) of the acreage within each Sub-Area. For this restriction, impervious surface shall include roof tops, asphalt, and concrete surfaces to include buildings, driveways, walkways and farm roads. Excluded from this definition is compacted dirt and gravel surfaces, including farm roads, driveways and other surfaces that do not fully restrict the percolation of water into the soil. This restriction shall apply to permanent and temporary structures and facilities, both existing and proposed.

### **ARTICLE III. RIGHTS AND RESPONSIBILITIES RETAINED BY GRANTOR**

Notwithstanding any provisions of this Easement to the contrary, the Grantor reserves to and for themselves and their successors all customary rights and privileges of ownership, including the

rights to sell, lease, and devise the Protected Property, together with any rights not specifically prohibited by or limited by this Easement, and consistent with the section 1.1, "Statement of Purpose". Unless otherwise specified below, nothing in this Easement shall require the Grantor to take any action to restore the condition of the Protected Property after any Act of God or other event over which they have no control. Grantor understands that nothing in this Easement relieves them of any obligation or restriction on the use of the Protected Property imposed by law.

- 3.1. Right to Farm. Grantor retains the right to farm, or to permit others to farm the Protected Property, consistent with the Conservation Values of the Protected Property and in accordance with applicable local, state and federal laws and regulations and in accordance with the NRCS Conservation Plan. Subject to any prohibitions stated herein, farming, grazing, horticultural and animal husbandry operations are permitted only if conducted consistent with Best Management Practices promulgated by the State of North Carolina and in conformity with a Conservation Plan as required in Section 4.5 hereafter.
- 3.2. Right to Privacy. Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Protected Property. This Easement is not intended to create any rights of the public in, on or to the Protected Property.
- 3.3. Right to Use the Protected Property for Customary Rural Enterprises. Grantor retains the right to use the Protected Property, for otherwise lawful and customary rural enterprises, such as, but not limited to, farm machinery repair, sawmills, firewood distribution, for nature and historic tours, equestrian activities, and other passive or "Ecotourism", "Agri-tourism", and "Special Events" as defined herein, educational programs or farm meetings and like activities, so long as such activities are consistent with Durham County zoning regulations and permits required by and issued by Durham County under its laws and ordinances. Any structures required for permitted purposes shall be located only within the Farmstead Areas, as shown on Exhibit F. Any permanent or temporary structure or otherwise addition to the impervious surface shall not cause the total impervious surface restriction of the Protected Property to exceed two percent.

For purposes herein, the term "Ecotourism" shall be broadly defined to mean tourism and activities that are carried out in relatively undisturbed natural areas that serves as a tool for the education, appreciation, and promotion of natural and cultural heritage that has minimal negative impacts on the environment and farming resources of the Protected Property and promotes conservation and best management practices and provides constructive ongoing contributions to and for the local community.

The term "Agri-tourism" shall be broadly defined to mean those farming activities and traditional rural activities that are carried out on or at any agricultural location, including horticultural and agribusiness operations, that allows members of the general public, for recreational, entertainment, active involvement, or educational purposes, to view or enjoy rural activities, including farming, ranching, historic, cultural, harvest-your-own

activities, or natural activities and attractions, or "Special Events" as defined herein, that have minimal negative impacts upon the environment and the Conservation Values of the Protected Property and are limited to "de minimis" access to and uses of the Protected Property. An activity is an agri-tourism activity whether or not the participant paid to participate in the activity.

The term "Special Events" shall be broadly defined to mean a one-time or infrequently occurring event outside normal "Agri-tourism" programs or activities that provides for an agriculturally based leisure, social or cultural experience outside the normal range of agri-tourism choices or beyond the everyday agricultural experience such as but not limited to: seasonal festivals, harvest celebrations, field days, square dances, and the like. In no event shall "Special Events" exist on the Protected Property for more than seven (7) days per twelve (12) month period nor exist in a manner that negatively impacts the soils or the Conservation Values. Any parking associated with such events shall be located within the Farmstead Areas and/or existing farm roads as depicted in Exhibits C 1-4.

- 3.4. Procedure to Construct Buildings and Other Improvements. The Grantor's rights to construct or reconstruct/repair buildings and other improvements are described in subparagraphs (a) through (d) below. Any construction or reconstruction not permitted below is prohibited. Before undertaking any construction or reconstruction that requires advance permission, the Grantor shall notify the Local Grantee and obtain written permission. All construction or reconstruction is subject to Durham City-County zoning regulations and must be consistent with permits required by and issued by the City and/or County of Durham under applicable laws and ordinances for such construction activities. Any building that may be constructed under this section may be repaired and replaced.

Grantor further understands that the two percent maximum impervious surface limit set by the USDA Farm and Ranch Lands Protection Program disallows the construction of any new structures or impervious roads or other improvements to the Protected Property or replacement of said structures that would increase the total impervious surface area above the two percent maximum. All permanent construction and/or placement upon the Protected Property of any impervious surface must be approved in writing by the Local Grantee to ensure the maximum impervious limit is not exceeded.

- a) *Fences* - Existing fences may be repaired and replaced, and new fences may be built on the Protected Property for purposes of reasonable and customary management of livestock and wildlife or to fence off the perimeter of the Protected Property without any further permission of the Local Grantee.
- b) *Paving and Road Construction* - Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Protected Property by this Easement are permitted. Such roads shall be located so as to minimize impact to prime and unique soils on the Protected Property. No portion of the Protected Property shall be paved or



otherwise covered with concrete, asphalt, or any other impervious paving material, without the advance written permission of the Local Grantee.

- c) *Farm Structures & Improvements* – New buildings, barns, sheds and other structures and improvements to be used primarily for agricultural purposes, including the processing or sale of farm products predominantly grown or raised on the Protected Property may be built within the “Farmstead Areas” as shown on Exhibits F 1-4, after written approval from the Local Grantee is obtained. The Local Grantee shall give such approval within a reasonable time, unless it determines that the proposed building, structure or improvement would exceed the total maximum impervious surface restriction by the USDA Farm and Ranch Lands Protection Program, significantly diminish or impair the Conservation Values of the Protected Property or otherwise be inconsistent with the purposes of this Easement. Existing buildings/barns/sheds and greenhouses as depicted in Exhibits C & G may be repaired or reconstructed in accordance with all other Easement provisions.

New farm support structures outside of a Farmstead Area may be constructed only if the Local Grantee determines that the location does not adversely impact the stated Conservation Values set forth herein and only after written approval from the Local Grantee is obtained.

- d) *Farm Support Housing* --No more than a total of one (1) new single -or multi-family -dwelling to house farm tenants, employees or others engaged in agricultural production or other farm support uses on the Protected Property may be built on the Protected Property per Easement Sub-Area, totaling no more than four (4) within the entire Protected Property. Each dwelling must be no greater than 1,500 square feet in floor size and shall be located within that area identified and marked as the "Farmstead Area" identified on Exhibits F 1-4. The existing farm support housing in Sub-Area #1 shown on Exhibit G-1 may be maintained or reconstructed but not increased in size.

- e) *Single-Family Residential Dwellings* –

- i. Easement Sub-Area #1 – No more than a total of one (1) new single-family residential dwelling may be built within the 3-acre Farmstead Area envelope shown on Exhibit F-1. The construction and location of the residential dwelling shall first be approved by the Local Grantee after determination that it does not exceed the maximum impervious surface restriction designated by the USDA Farm and Ranch Lands Protection Program. The residential dwelling shall be no greater than 4000 square feet, including heated and unheated space. All residential structures and appurtenant structures such as garages and sheds shall be contained in the farmstead area. Sub-Area #1 includes an existing mobile home as shown on Exhibit G-1 that must be removed before a new residential dwelling within Sub-Area #1 may be

constructed.

- ii. Easement Sub-Area #2 – No more than a total of one (1) new single-family residential dwelling may be built within the 3-acre Farmstead Area envelope shown on Exhibit F-2. The construction and location of the residential dwelling shall first be approved by the Local Grantee after determination that it does not exceed the maximum impervious surface restriction designated by the USDA Farm and Ranch Lands Protection Program. The residential dwelling shall be no greater than 4000 square feet, including heated and unheated space. All residential structures and appurtenant structures such as garages and sheds shall be contained in the farmstead area.
- iii. Easement Sub-Area #3 – No more than a total of one (1) new single-family residential dwelling may be built within the 3-acre Farmstead Area envelope shown on Exhibit F-3. The construction and location of the residential dwelling shall first be approved by the Local Grantee after determination that it does not exceed the maximum impervious surface restriction designated by the USDA Farm and Ranch Lands Protection Program. The residential dwelling shall be no greater than 4000 square feet, including heated and unheated space. All residential structures and appurtenant structures such as garages and sheds shall be contained in the Farmstead Area.
- iv. Easement Sub-Area #4 – Easement Sub-Area #4 includes one (1) existing single-family residential dwelling within the 6.117-acre Farmstead Area envelope shown on Exhibit F-4. This residence may be renovated or enlarged so long as the construction is first approved by the Local Grantee to determine that it does not exceed the maximum impervious surface restriction designated by the USDA Farm and Ranch Lands Protection Program. The residential dwelling shall be no greater than 4000 square feet, including heated and unheated space. All residential structures and appurtenant structures such as garages and sheds shall be contained in the Farmstead Area.

The land on which any of these residential dwellings stand may not be subdivided from the Protected Property. Grantees' participation in or the signing of this Deed of Easement in no way constitutes approval of the permitting of these residential dwellings. All appurtenant structures shall be contained within the Farmstead boundary. Any septic system and field to provide for domestic effluent shall be contained within the Farmstead Area. In the event that a suitable site for the system and field cannot be located within the Farmstead Area, a suitable location outside the farmstead area may be utilized with the written approval of the Local Grantee and NRCS.

- 3.5. Recreational Improvements. Grantor expressly reserves the right to engage in low impact non-developed recreational activities such as hunting, fishing, hiking, bird watching, etc.

and to control access of all persons for the purpose of hunting and fishing; provided that these activities do not impact the protection and conservation of any animal habitat or other Conservation Values of the Protected Property. However, under no circumstances shall golf courses, recreational fields or ranges, airstrips or helicopter pads be constructed, placed or permitted to remain on the Protected Property.

3.6. Utility Services, Septic Systems, and Fuel Storage. Installation, maintenance, repair, replacement, removal and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Protected Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements permitted herein, and the right to grant easements over and under the Protected Property for such purposes, is permitted. Installation, maintenance, repair or improvement of a septic system(s) or other underground sanitary system for the benefit of any of the improvements permitted herein, is permitted. Above-ground storage tanks for fuels or any other materials for residential or on-site agricultural use are permitted up to a maximum size of 1000 gallons. Any such tanks are required to be located within the Farmstead Envelopes, shall be constructed to minimize any pollution to land or water, and in accordance with applicable local, state and federal laws and regulations. All other utilities are prohibited on the Protected Property including, but not limited to, communication towers or structures. Notwithstanding the previous sentence, with advance written permission from Local Grantee, Grantor retains the right to construct a wind turbine or similar device for the purpose of generating electricity to be used for the permitted improvements and farming operations occurring on the Protected Property.

3.7. Forest Management. Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, to remove non-native species, for pasture restoration, for firewood and other non-commercial uses, including construction of permitted improvements and fences on the Protected Property. Trees may be planted, harvested and removed within the areas identified and marked as "Farmstead Area" on Exhibits F 1-4 without the advance written permission of the Local Grantee.

Any other cutting, removal or harvesting of trees may be undertaken within the areas identified and marked as "Forest" on Exhibits D 1-4 only under one or both of the following conditions:

- a) The purpose is for clearing land for cultivation or use by livestock, and it occurs outside of a 50-foot buffer along both sides of any unnamed intermittent streams which run through the Protected Property and are identified on Exhibits D 1-4. Existing cleared areas identified on Exhibits D 1-4 within these stream buffer areas are excluded from this provision unless the buffer area becomes revegetated for a period of 10 years or more in which case this provision shall apply.

- b) The purpose is for commercial harvesting of trees if in accordance with the Conservation Plan referenced in Section 4.5 herein and a forest management plan that is consistent with the above-referenced Conservation Plan and prepared by a professional forester. Grantor shall provide a copy of the forest management plan to the Grantee prior to any commercial harvesting.
- 3.8. Water Rights. Grantor shall retain and reserve the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Protected Property. Grantor shall not transfer, encumber, lease, sell or otherwise separate such water rights from title to the Protected Property itself.
- 3.9. Land Application. The land application, storage and placement on the Protected Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes may be undertaken only if in accordance with all applicable federal, state and local laws and regulations and in accordance with the NRCS Conservation Plan. Spray irrigation of domestic septic effluent to serve the Protected Property's dwelling(s) is prohibited.
- 3.10. Natural Resource Restoration and Enhancement Activities. Notwithstanding any terms contained within this Easement, Grantor may engage or contract others to engage in any activity designed to repair, restore, or otherwise enhance the natural resources found or once present on the Protected Property, that are consistent with the Conservation Values of this Easement and the Conservation Plan and subject to the written approval of Local Grantee.

#### **ARTICLE IV. Ongoing Responsibilities of Grantor and Grantees**

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

- 4.1. Taxes. The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. If the Grantees are ever required to pay any taxes or assessments on their interest in the Protected Property, the Grantor shall upon demand reimburse the Grantees for the same.
- 4.2. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Protected Property, to the extent it may be required by law. The Local Grantee and the United States shall have no obligation for the upkeep or maintenance of the Protected Property.
- 4.3. Transfer of Protected Property. The Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which they transfer or divest

themselves of any interests, including leasehold interests, in the Protected Property. The Grantor shall notify the Local Grantee in writing at least thirty (30) days before conveying the Protected Property, or interest therein. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

4.4. Transfer of Easement. Subject to the rights of the United States as specified in Section 4.8 and other pertinent paragraphs herein, and with timely written notice to and prior written approval of the USDA, the Local Grantee shall have the right to transfer the Easement created by this Easement to any public agency or to any private nonprofit organization approved by Grantor, such approval to not be unreasonably withheld, that, at the time of transfer, is a qualified organization under Section 170(h) of the U. S. Internal Revenue Code, as amended and under N.C.G.S. 121-34 *et seq.*, provided the agency or organization expressly agrees to assume the responsibility imposed on the Local Grantee by this Deed. If the Local Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, and the United States declines to exercise its rights, a court with jurisdiction may transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this easement.

4.5 Conservation Practices. As required by Section 1238I of the Food Security Act of 1985, as amended, the Grantors, their heirs, successors, or assigns, shall conduct all agricultural operations on the Protected Property in a manner consistent with a Conservation Plan prepared by Grantor in consultation with NRCS and approved by the Soil and Water Conservation District. This Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of execution of this Easement. However, the Grantor may, develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the Conservation Plan.

In the event of noncompliance with the Conservation Plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the Conservation Plan, NRCS will inform the Local Grantee of the Grantor's non-compliance. The Local Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Conservation Plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted their appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the

date of this Easement based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised Conservation Plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

- 4.6. Inspection and Access. With reasonable advance notice to the Grantor or with the Grantor's prior verbal consent, Local Grantee, its employees and agents and its successors and assigns, shall have the right to enter the Protected Property for the purpose of inspecting the Protected Property to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Easement.
- 4.7. Enforcement. The Local Grantee shall have the primary responsibility for management and enforcement of the terms of this Easement, subject to the rights of the United States. Local Grantee shall have the right to prevent violations and remedy violations of the terms of this Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate the terms of this Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Local Grantee shall give the Grantor written notice of the violation and thirty (30) days to cure the violation, before commencing any legal proceedings. If a court with jurisdiction determines that a violation may exist or has occurred, the Local Grantee may obtain an injunction to stop the violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring the Grantor to restore the Protected Property to its condition prior to the violation, as restoration of the Protected Property may be the only appropriate remedy. The failure of the Local Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. In any case where a court finds no such violation has occurred, each party shall bear its own costs.
- 4.8. Rights of the United States. In the event that Local Grantee fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the Easement through any and all authorities available under Federal or State law. In the event that Local Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this Easement without the prior written consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title, and interest in this Easement shall become solely vested in the UNITED STATES OF AMERICA.

## **ARTICLE V. REPRESENTATIONS OF THE PARTIES**

- 5.1 Grantor's Title Warranty. The Grantor covenants and represents that the Grantor is the

sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey this Easement; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Easement, and that the Grantees shall have the use of and enjoy all the benefits derived from and arising out of this Easement subject to existing easements for roads and public and private utilities.

- 5.2 Grantor's Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that Grantor is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property.

Grantor warrants that Grantor has no actual knowledge of a release or threatened release of Hazardous Materials on, at, beneath or from the Protected Property. Moreover Grantor hereby promises to hold harmless and indemnify the Grantees against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantees to Grantor with respect to the Protected Property or any restoration activities carried out by Grantees at the Protected Property; provided, however, that Local Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property, respectively by Local Grantee.

- 5.3. Liability and Indemnification. Grantor agrees to indemnify and hold the Grantees

harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly. Grantor is responsible for obtaining liability insurance covering the Property with limits deemed necessary by Grantor, in its sole discretion.

## ARTICLE VI MISCELLANEOUS

- 6.1. Recording. Local Grantee shall record this instrument in a timely fashion in the official record of Durham County, North Carolina, and may re-record it at any time as may be required to preserve the rights of the Grantees under this Easement
- 6.2. Survival of Terms/Merger of Fee and Easement. The Grantor and Grantees agree that the terms of this Easement shall survive any merger of the fee and easement interests in the Protected Property. In the event the Local Grantee becomes owner of the Protected Property, or any portion thereof, Local Grantee shall transfer any right title and interest in this Easement to a third party in accordance with section 4.4.
- 6.3. Amendment of Easement. This Easement may be amended only with the prior written consent of the Grantees and the Grantor. Any such amendment shall be consistent with section 1.1, "Statement of Purpose" and with the Grantees' Easement amendment policies, and shall comply with Section 170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded in the Durham County Registry. Local Grantee must provide to NRCS timely notice in writing of the proposed amendment prior to signing and recordation.
- 6.4. Procedure in the Event of Termination of Easement. If it determines that conditions on or surrounding the Protected Property change so much that it becomes impossible to fulfill the conservation purposes of this Easement, a court with jurisdiction may, at the joint request of both the Grantor and the Local Grantee and with prior written consent of the United States as provided herein, terminate or modify the Easement created by this Easement in accordance with applicable state law. If the Easement is terminated and the Protected Property is sold then as required by Section 1.1 70A-14(g) (6) of the IRS regulations, the Grantees shall be entitled to sixty-eight percent (68%) of the gross sale proceeds equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property, as these values were determined on the date of this Easement, subject to any applicable law which expressly provides for a different disposition of the proceeds. The Local Grantee and the United States of America shall divide the resulting proceeds in accordance with the percentage of the purchase price of the Easement that each party contributed. The percentages are fifty percent (50%) for the Grantee and fifty percent (50%) for the United States of America. The Local Grantee shall use its proceeds consistently with the general conservation purposes of this Easement.



All termination related expenses incurred by the Grantor and the Grantees shall be paid out of any recovered proceeds prior to distribution of the net proceeds as described herein. Due to the federal interest in this Easement, the United States must consent to any termination action.

- 6.5. Procedure in the Event of Condemnation or Eminent Domain. Grantor and Grantees recognize that the sale of this Easement, or any part thereof, gives rise to a property right, immediately vested in the Grantees, with a fair market value equal to the proportionate value that the Easement bears to the value of the Protected Property prior to the restrictions imposed by the Easement. Accordingly, if any condemnation or eminent domain action shall be taken, on all or part of the Protected Property, by any authorized public authority, said authority shall be liable to the Grantees for the value of the property right vested in the Grantees at the time of the signing of this Easement. Due to the federal interest in this Deed, the United States must consent to any such condemnation action.

If condemnation or a taking by eminent domain of a part of the Protected Property or the entire Protected Property by a public authority renders it impossible to fulfill any of the conservation purposes of this Easement on all or part of the Protected Property, the Easement may be terminated through condemnation proceedings. If the Easement is terminated and any or all of the Protected Property is sold or taken for public use, then, as required by Section 1 of 170A-14(g) (6) of the IRS regulations, the Grantees shall be entitled to the proportionate value of the Easement, which has been predetermined as the Protected Property's unrestricted value, subject to any applicable law which expressly requires for a different disposition of the proceeds. The Local Grantee shall use its proceeds consistently with the general conservation purposes of this Easement.

If this Easement is extinguished or terminated, the United States and the Local Grantee shall receive their proportional share of the Easement value at the time of termination. Those proportional shares of the Easement are as follows: 50% to Local Grantee and 50% to the United States of America.

All termination-related or condemnation-related expenses incurred by the Grantor and the Grantees shall be paid out of any recovered proceeds prior to distribution of the net proceeds as described herein.

- 6.6. Interpretation. This Easement shall be interpreted under the laws of the State of North Carolina and the United States of America, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.
- 6.7. Perpetual Duration; Severability. The Easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to the Grantor or the Grantees shall also apply to their respective agents, heirs, Executors,

administrators, assigns, and all other successors as their interests may appear. Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

- 6.8. Subsequent Liens on Protected Property. No provision of this Easement should be construed as impairing the ability of Grantor to use the Protected Property as collateral for subsequent borrowing. Any such liens shall be and remain subordinate to this Easement.
- 6.9. Subsequent Easements/Restrictions on the Protected Property. The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Protected Property or otherwise diminish or impair the Conservation Values of the Protected Property is prohibited. Any such easements or restrictions shall be subordinated to this Easement.
- 6.10. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail to the Grantor and the Grantees, respectively, at the following addresses, unless a party has been notified in writing by the other of a change of address:

To the Grantor:

**William A. and Blanche J.  
McFarland**  
1402 Moores Mill Rd  
Rougemont, NC 27572

To the Local Grantee:

**Durham County Open Space  
and Farmland Protection  
Program**  
200 East Main Street, 4<sup>th</sup> Floor  
Durham, NC 27701

To the United States:

**USDA**  
**State Conservationist**  
4407 Bland Rd, Suite 117  
Raleigh, NC 27609

- 6.11 Approval by Local Grantee. In any case where the terms of this Easement require the approval of the Local Grantee, unless otherwise stated herein, such approval shall be requested in writing to the Local Grantee, and NRCS if required, in accordance with section 6.10. In any provision of this Easement in which the Grantor is required to provide advance notice to the Local Grantee of any activity on the Protected Property, such notice shall be given not less than thirty (30) calendar days prior to the planned commencement of the activity. If the Local Grantee's approval is required, such approval shall be deemed withheld/disapproved unless Local Grantee provides to the Grantor written notice of approval within 30 calendar days of receipt of said request. If Grantor has received no response after said 30 calendar days, Grantor may send a second written notice to Local Grantee requesting a statement of the reasons for the disapproval and the Local Grantee shall respond within 30 calendar days with an explanation for the specific reasons and basis for its decision to disapprove.

6.12. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement. If any provision is found to be invalid, the remainder of the provisions of this 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.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantees, their successors and assigns, forever.

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

GRANTOR:

*William A. McFarland*

William A. McFarland

*Blanche J. McFarland*

Blanche J. McFarland

NORTH CAROLINA  
COUNTY OF DURHAM

I, Wendy Seddon, a Notary Public of Durham County, North Carolina do hereby certify that William A. and Blanche J. McFarland personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 25th day of September, 2009.

*Wendy Seddon*  
Notary Public

My commission expires: 6-11-2014



Accepted:  
LOCAL GRANTEE:  
DURHAM COUNTY,  
NORTH CAROLINA

By: Michael M. Ruffin  
Michael M. Ruffin, County Manager

ATTEST:

By: Yvonne R. Jones  
Yvonne R. Jones,  
Acting Clerk to the Board of  
Commissioners

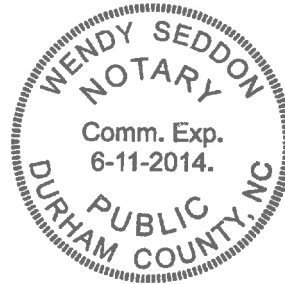
NORTH CAROLINA  
COUNTY OF DURHAM

I, Wendy Seddon, a Notary Public of Durham County, North Carolina do hereby certify that Yvonne R. Jones personally appeared before me this day and acknowledged that she is Acting Clerk to the Board of Commissioners for Durham County, North Carolina and that by authority duly given and as the act of Durham County, North Carolina, the foregoing instrument was signed in its name by Michael M. Ruffin Durham County Manager, and attested by her as Acting Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal this 24<sup>th</sup> day of September, 2009.

Wendy Seddon  
Notary Public

My commission expires: 6-11-2014



UNITED STATES:

**ACCEPTANCE OF PROPERTY INTEREST  
BY THE UNITED STATES OF AMERICA**

The United States Department of Agriculture, Natural Resources Conservation Service, a Department and Agency of the United States Government, hereby accepts and approves the foregoing Deed of Conservation Easement, and the rights conveyed therein, on behalf of the United States of America.

NATURAL RESOURCES  
CONSERVATION SERVICE

By: *Mary K. Combs*  
Mary K. Combs,  
State Conservationist

NORTH CAROLINA  
COUNTY OF WAKE

I, *Dianna M. Wilson*, a Notary Public of the aforesaid county do hereby certify that Mary K. Combs, State Conservationist, Natural Resources Conservation Service, United States Department of Agriculture personally appeared before me and acknowledged the due execution of the foregoing instrument on behalf of the United States of America.

Witness my hand and official stamp or seal this *21<sup>st</sup>* day of *Sept*, 2009.

*Dianna M. Wilson*  
Notary Public

My commission expires: *9-11-2011*

DIANNA M. WILSON  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 9-11-2011.

**List of Exhibits**

**EXHIBIT A – Legal Description of the Protected Property**

**EXHIBIT B – Overall Little Mountain Farm Maps**

Exhibit B-1: Little Mountain Farm Regional Context Map

Exhibit B-2: Little Mountain Farm Easement Context Map

**EXHIBIT C – Sub Area Context Maps**

Exhibit C-1: Little Mountain Farm Easement Sub-Area #1 Context Map

Exhibit C-2: Little Mountain Farm Easement Sub-Area #2 Context Map

Exhibit C-3: Little Mountain Farm Easement Sub-Area #3 Context Map

Exhibit C-4: Little Mountain Farm Easement Sub-Area #4 Context Map

**EXHIBIT D – Current Conditions and Sub-Area Description Maps**

Exhibit D-1: Little Mountain Farm Easement Sub-Area #1 Description Map

Exhibit D-2: Little Mountain Farm Easement Sub-Area #2 Description Map

Exhibit D-3: Little Mountain Farm Easement Sub-Area #3 Description Map

Exhibit D-4: Little Mountain Farm Easement Sub-Area #4 Description Map

Exhibit D-5: Current Conditions & Natural Resources Inventory Certification

**EXHIBIT E – Soil Maps**

Exhibit E-1: Little Mountain Farm Easement Sub-Area #1 Soils Map

Exhibit E-2: Little Mountain Farm Easement Sub-Area #2 Soils Map

Exhibit E-3: Little Mountain Farm Easement Sub-Area #3 Soils Map

Exhibit E-4: Little Mountain Farm Easement Sub-Area #4 Soils Map

**EXHIBIT F – Little Mountain Farm Easement Farmstead Locations**

Exhibit F-1: Little Mountain Farm Easement Sub-Area #1 Farmstead Map

Exhibit F-2: Little Mountain Farm Easement Sub-Area #2 Farmstead Map

Exhibit F-3: Little Mountain Farm Easement Sub-Area #3 Farmstead Map

Exhibit F-4: Little Mountain Farm Easement Sub-Area #4 Farmstead Map

**EXHIBIT G – Little Mountain Farm Easement Existing Impervious Surface Maps**

Exhibit G-1: Easement Sub-Area #1 – Existing Impervious Surface Map

Exhibit G-2: Easement Sub-Area #2 – Existing Impervious Surface Map

Exhibit G-3: Easement Sub-Area #3 – Existing Impervious Surface Map

Exhibit G-4: Easement Sub-Area #4 – Existing Impervious Surface Map

Exhibit G-5: Easement Impervious Surface Calculations

**EXHIBIT A**

**LEGAL DESCRIPTIONS**

**FRPP CONSERVATION EASEMENT SUB-AREA #1 (LOT 1A AND 1B)(147.683+/- acres)**

**See Sheet 2 of 5**

**(Sub-Area#1-Portion of Lot 1A west of Railroad Area-21.190+/-acres)**

BEGINNING at an existing iron stake located in the northeastern right of way of US 501-Roxboro Road, which stake is located S14°10'28"E 283.51 feet along a tie line from NCGS Mon. "Quail II" which is described as N 888936.063, E2028861.703, NAD '83; and running thence N73°45'10"E 383.83 feet along and with the northern right of way of Bahama-Quail Roost Road to an existing iron stake; thence along a curve to the right, said curve having a radius of 1624.45 feet, an arc length of 334.89 feet, a chord distance of 334.30 feet, and a chord bearing of S79°42'38"W to an existing iron stake; thence N85°31'29" E 41.34 feet to an existing iron stake; thence N41°12'29"W 896.29 feet along and with the southern boundary of the Norfolk & Southern right of way to an existing iron stake; thence along a curve, said curve having a radius of 42576.90 feet, an arc length of 928.56 feet, a chord distance of 928.55 feet, and a chord bearing of N41°49'37"W to an existing iron stake; thence N42°28'40"W 554.66 feet to an existing iron stake; thence S24°33'13"W 225.09 feet along and with the eastern right of way of Moore's Mill Road to an existing iron stake; thence along a curve to the right, said curve having a radius of 2463.38 feet, an arc length of 204.00 feet, a chord distance of 203.94 feet, and a chord bearing of S26°55'36"W to an existing iron stake located in the northeastern right of way of US 501 Roxboro Road; thence along and with the right of way of US 501 Roxboro Road S44°20'25"E 945.72 feet to an existing concrete monument; thence along a curve to the right, said curve having a radius of 1575.21 feet, an arc length of 972.68 feet, a chord distance of 957.30 feet, and a chord bearing of S22°46'20"E to an existing iron stake, the point and place of BEGINNING and being a portion of Sub-Area#1 west of the Railroad Area (21.190+/-acres), the western most portion of that 172.093+/- acre tract or parcel shown as "Sub-Area #1 (Lot 1A and Lot 1B)" on that Plat entitled "Sheet 2 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement Sub-Area #1—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9/25/09, in Book 184 at Page 368, Durham County Registry, to which Plat reference is hereby made for a more particular description of same.

**(Sub-Area#1-Portion of Lot 1A east of Railroad Area and Lot 1B-150.903+/- acres)**

BEGINNING at an existing iron stake located in the eastern right of way of Moore's Mill Road, which stake is located along a tie line N24°33'41"E 108.65 feet from an existing iron stake also located in the eastern right of way of Moore's Mill Road, said stake being the northeastern corner of the portion of Sub-Area#1 to the West of the Railroad Area described above; and running thence N24°35'20"E 202.09 feet along and with the eastern right of way of Moore's Mill Road to an existing iron stake; thence along a curve to the left, said curve having a radius of 2283.99 feet, an arc length of 248.00 feet, a chord distance of 247.87 feet, and a chord bearing of N21°27'25"E to an existing iron stake; thence N83°08'47" W 181.42 feet to an existing iron stake; thence along a curve to the left, said curve having a radius of 1176.73 feet, an arc length of 184.82 feet, a chord distance of 184.63 feet, and a chord bearing of



N86°50'00"E to an existing iron stake; thence N81°16'18"E 1872.47 feet to an existing iron stake; thence along a curve to the right, said curve having a radius of 12001.47 feet, an arc length of 858.57 feet, a chord distance of 858.38 feet, and a chord bearing of N83°21'56"E to an existing iron pipe; thence S00°58'55"E 2614.74 feet to an existing iron pipe; thence S00°58'55"E 333.00 feet to an iron pipe set; thence S37°45'12"W 141.38 feet to an iron pipe set; thence N85°21'37"W 297.44 feet to an existing iron pipe; thence N78°36'00"W 348.43 feet to an iron pipe set; thence S83°21'07"W 89.12 feet to an iron pipe set; thence N39°59'15"W 350.66 feet to an existing iron set in concrete; thence N48°22'59"W 310.63 feet to an existing iron stake; thence N46°28'33"W 165.10 feet to an existing iron pipe; thence S88°16'56"W 457.84 feet to an existing iron pipe located in the northern right of way of the Norfolk & Southern Right of Way; thence along and with the northern right of way of the Norfolk & Southern Right of Way N41°11'13"W 639.40 feet to an existing iron stake; thence along a curve, said curve having a radius of 42676.90 feet, an arc length of 930.94 feet, a chord distance of 930.92 feet, and a chord bearing of N41°50'37"W to an existing iron stake; thence N42°27'32"W 597.08 feet to an existing iron stake, the point and place of BEGINNING and being a portion of Sub-Area#1 east of the Railroad Area (149.003+/- acres), the eastern most portion of that 172.093+/- acre tract or parcel shown as "Sub-Area #1 (Lot 1A and Lot 1B)" on that Plat entitled "Sheet 2 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement Sub-Area #1—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9/25/09, in Book 184 at Page 368, Durham County Registry, to which Plat reference is hereby made for a more particular description of same.

**SAVE AND EXCEPT** all that 24.410+/- tract shown as "Future NC Clean Water Management Trust Fund Easement" on that Plat entitled "Sheet 2 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement Sub-Area #1—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9/25/09, in Book 184 at Page 368, Durham County Registry, which is described as BEGINNING at a point located S00°58'55"E 994.94 feet from the northeastern corner of the above-described Conservation Easement Sub-Area #1, as shown on the Plat referenced herein along the eastern boundary of said Sub-Area 1; and running thence along a curve to the right, said curve having a radius of 300.00 feet, an arc length of 27.14 feet, a chord distance of 27.13 feet, and a chord bearing of N88°20'44"W to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 258.90 feet, a chord distance of 250.94 feet, and a chord bearing of N87°20'47"W to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 256.37 feet, a chord distance of 248.64 feet, and a chord bearing of S71°37'28"W to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 123.12 feet, a chord distance of 122.26 feet, and a chord bearing of S42°30'32"W to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 51.90 feet, a chord distance of 51.83 feet, and a chord bearing of S83°04'05"W to a point; thence S05°09'51"W 24.00 feet to a point; thence S14°03'43"E 113.67 feet to a point; thence S36°22'25"W 49.02 feet to a point; thence S81°59'28"W 106.95 feet to a point; thence S79°01'24"W 336.78 feet to a point; thence S07°24'44"W 7.04 feet to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 133.63 feet, a chord distance of 132.52 feet, and a chord bearing of S23°45'08"W to a point; thence S42°59'31"W 108.98 feet to a point; thence S01°48'56"W 11.56 feet to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 164.26 feet, a chord distance of 162.22 feet, and a chord bearing of S16°56'44"W to a point; thence along a curve to the left, said curve

having a radius of 300.00 feet, an arc length of 108.34 feet, a chord distance of 107.75 feet, and a chord bearing of S08°52'27"W to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 59.69 feet, a chord distance of 59.59 feet, and a chord bearing of S08°33'43"W to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 67.39 feet, a chord distance of 67.25 feet, and a chord bearing of S03°23'56"W to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 95.68 feet, a chord distance of 95.27 feet, and a chord bearing of S14°27'37"W to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 2.68 feet, a chord distance of 2.68 feet, and a chord bearing of S30°04'43"W to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 467.04 feet, a chord distance of 421.28 feet, and a chord bearing of S47°32'52"W to a point; thence N88°16'56"E 202.52 feet to an existing iron pipe; thence S46°28'33"E 165.10 feet to an existing iron stake; thence S48°22'59"E 258.36 feet to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 24.96 feet, a chord distance of 24.95 feet, and a chord bearing of N59°08'22"E to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 85.29 feet, a chord distance of 85.00 feet, and a chord bearing of N72°31'54"E to a point; thence N13°53'30"E 75.71 feet to a point; thence S71°42'59"E 55.84 feet to a point; thence N07°09'44"E 322.07 feet to a point; thence N05°50'02"E 602.04 feet to a point; thence N76°28'02"E 189.35 feet to a point; thence N24°38'24"E 87.59 feet to a point; thence S87°46'44"E 41.03 feet to a point; thence S45°57'56"E 83.48 feet to a point; thence S24°39'39"E 157.74 feet to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 146.21 feet, a chord distance of 144.77 feet, and a chord bearing of N66°32'02"E to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 10.29 feet, a chord distance of 10.29 feet, and a chord bearing of N57°35'42"E to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 104.20 feet, a chord distance of 103.68 feet, and a chord bearing of N60°21'03"E to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 30.04 feet, a chord distance of 30.03 feet, and a chord bearing of S84°23'09"E to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 132.00 feet, a chord distance of 130.94 feet, and a chord bearing of N88°40'51"E to a point; thence N00°58'55"W 630.13 feet to the point and place of BEGINNING.

**FRPP CONSERVATION EASEMENT SUB-AREA #2 (227.163+/- acres)**

**See Sheet 3 of 5**

**(Sub-Area#2-Portion South of Railroad Area-42.020+/- acres)**

BEGINNING at a set iron pin located in the northern right of way of U.S. 501-Roxboro Road, said pin being a control corner located at the northwest corner of the intersection of Moore's Mill Road and U.S. 501-Roxboro Road as described on the Plat herein referred to and running thence along and with the northern right of way of U.S. 501-Roxboro Road N44°37'56"W 3794.37 feet to an existing iron pin, also located in the northern right of way of U.S. 501-Roxboro Road; thence N21°49'04"E 326.30 feet to an existing iron pin; thence N12°14'04"E 245.05 feet to an existing iron pin; thence N31°28'04"E 48.78 feet to an existing iron pin located in the western right of way of the Norfolk & Southern Right of Way; thence along and with said Right of Way N42°30'31"W 3925.79 feet to a set iron pin located in the

western right of way of Moore's Mill Road; thence along a curve to the right, said curve having a radius of 2403.38 feet, an arc length of 181.60 feet, a chord distance of 181.55 feet, and a chord bearing of N26°41'20"E to a set iron pin, the point and place of BEGINNING, and being the southernmost portion (containing 42.020+/- acres) of that 227.163+/- acre tract or parcel shown as "Sub-Area #2" on that Plat entitled "Existing Boundary Survey for Sheet 3 of 5-- Durham County McFarland Conservation Easement Sub-Area #2", prepared by Triangle Surveyors, and recorded on 9 | 25 | 09, in Book 184 at Page 370, Durham County Registry, to which Plat reference is hereby made for a more particular description of same.

**(Sub-Area#2-Portion North of Railroad Area-185.143+/- acres)**

BEGINNING at a set iron pin located in the western right of way of Moore's Mill Road, said pin being located N24°31'27"E 359.22 feet from a control corner located at the northwest corner of the intersection of Moore's Mill Road and US 501-Roxboro Road, the northeast corner of Tract 1 described above and as shown on the Plat referred to herein, and running thence N42°30'31"W 5819.23 feet to a set iron pin; thence N84°40'09"E 1811.57 feet to a set iron pin; thence S31°33'15"E 861.11 feet to an existing iron pin; thence S62°00'17" E 460.39 feet to a set iron pin; thence S89°23'17"E 559.49 feet to an existing iron pin; thence N00°36'43"E 270.00 feet to a set iron pin; thence S89°23'17"E 60.00 feet to a set iron pin; thence S00°36'43" W 270.00 feet to an existing iron pin; thence S89°23'17"E 920.28 feet to a set iron pin located in the western right of way of Moore's Mill Road; thence along and with the western right of way of Moore's Mill Road S00°45'45"W 380.38 feet to a set iron pin; thence S00°00'06"E 2010.45 feet to a set iron pin; thence along a curve to the right, said curve having a radius of 2223.99 feet, an arc length of 951.99 feet, a chord distance of 944.74 feet, and a chord bearing of N12°15'41"E to a set iron pin, the point and place of BEGINNING, and being the northernmost portion (containing 185.143+/- acres) of that 227.163+/- acre tract or parcel shown as "Sub-Area #2" on that Plat entitled "Existing Boundary Survey for Sheet 3 of 5-- Durham County McFarland Conservation Easement Sub-Area #2", prepared by Triangle Surveyors, and recorded on 9 | 25 | 09, in Book 184 at Page 370, Durham County Registry, to which Plat reference is hereby made for a more particular description of same.

**FRPP CONSERVATION EASEMENT SUB-AREA #3 (279.578+/- acres)**

**See Sheet 4 of 5**

BEGINNING at an iron pipe set in the eastern right of way of Moore's Mill Road, said pipe being located at the northwestern corner of Sub-Area #4, as shown on that Plat entitled "Sheet 5 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement Sub-Area #4—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9 | 25 | 09, in Book 184 at Page 372, Durham County Registry, and running thence N00°48'00" E 80.61 feet along and with the eastern right of way of Moore's Mill Road to an existing iron stake in said right of way; thence N00°47'21" E 3618.51 feet to a point; thence along and with the centerline of a swale as shown on the below-referenced Plat, according to lines L9 through L35 as described on the line table which is set out on that Plat entitled "Sheet 1 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9 | 25 | 09, in Book 184 at Page 366, Durham Country Registry to a point; thence along and with the centerline of a creek, which is the property line as shown on the below-

referenced Plat, according to lines L36 through L105 as described on the line table which is set out on that Plat entitled, "Sheet 1 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9/25/09, in Book 184 at Page 306, Durham County Registry to a point; thence S07°47'03"W 413.54 feet to a point; thence S00°27'39"E 206.48 feet to a point; thence S89°31'48"W 1210.72 feet to an existing iron pipe; thence S01°31'29"E 1215.61 feet to an existing iron pipe; thence N86°18'02"W 1134.36 feet to an existing iron stake; thence S01°50'22"W 173.73 feet to an iron pipe set; thence N89°32'54"W 1283.57 feet to an iron pipe set; thence S89°16'36" W 691.84 feet to an iron pin set; thence S87°18'30"W 352.25 feet to an iron pipe set, the point and place of BEGINNING, and being all of Sub-Area #3 (containing 310.124+/-acres), on that Plat entitled "Sheet 4 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement Area Sub-Area#3—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9/25/09, in Book 184 at Page 372, Durham County Registry, to which Plat reference is hereby made for a more particular description of same.

**SAVE AND EXCEPT** all that 30.546+/- acre tract shown as "Future NC Clean Water Management Trust Fund Easement" on that Plat entitled "Sheet 4 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement Sub-Area #3—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9/25/09, in Book 184 at Page 372 Durham County Registry, which is described as BEGINNING at a point located along the eastern boundary line of said Sub-Area #3, said point being located from the southeast corner of the above described Sub-Area #3 as shown on the Plat referenced herein, N01°31'29"W 1215.61 feet; thence N89°31'48"E 922.40 feet; and running thence from said point N02°19'46"W 155.75 feet to a point; thence N06°19'39"E 206.15 feet to a point; thence N10°56'40"E 163.93 feet to a point; thence N10°44'54"E 117.22 feet to a point; thence N04°41'32"W 11.20 feet to a point; thence N40°56'12"W 208.06 feet to a point; thence N31°07'56"W 111.41 feet to a point; thence N27°53'33"W 56.51 feet to a point; thence N33°44'42"W 149.62 feet to a point; thence N14°34'07"W 10.53 feet to a point; thence N80°08'24"W 78.80 feet to a point; thence S43°57'25"W 10.47 feet to a point; thence along a curve, said curve having a radius of 300.00 feet, an arc length of 248.08 feet, a chord distance of 241.08 feet and a chord bearing of S67°38'50"W to a point; thence N88°39'45"W 39.35 feet to a point; thence along a curve to the right, said curve having a radius of 300.00 feet, an arc length of 183.55 feet, a chord distance of 180.70 feet and a chord bearing of N71°08'05"W; thence N53°36'25"W 52.51 feet to a point; thence N44°01'09"W 23.98 feet to a point; thence S64°24'27"W 4.33 feet to a point; thence S69°48'07"W 47.05 feet to a point; thence S67°59'10"W 120.67 feet to a point; thence N10°20'10"W 138.11 feet to a point; thence N13°53'06"W 50.25 feet to a point; thence N16°54'37"W 199.87 feet to a point; thence N18°31'07"W 165.11 feet to a point; thence N26°45'16"W 250.93 feet to a point; thence N29°45'29"W 41.34 feet to a point; thence S55°17'24"W 203.05 feet to a point; thence N14°28'21"W 76.92 feet to a point; thence S55°26'01"W 299.70 feet to a point; thence S66°13'13"W 176.73 feet to a point; thence S10°25'35"W 33.95 feet to a point; thence along a curve, said curve having a radius of 300.00 feet, an arc length of 51.28 feet, a chord distance of 51.22 feet and a chord bearing of S80°02'22"W to a point; thence S84°56'11"W 73.68 feet to a point; thence N80°13'21"W 46.08 feet to a point; thence along a curve, said curve having a radius of 300.00 feet, an arc length of 82.44 feet, a chord distance of 82.18 feet and a chord bearing of S87°11'04"W to a point; thence along a curve, said curve having a radius of 300.00 feet, an arc length of

3.96 feet, a chord distance of 3.96 feet and a chord bearing of S89°00'01"W to a point; thence S41°40'35"W 145.56 feet to a point; thence S33°30'39"W 83.00 feet to a point; thence S41°21'37"W 51.06 feet to a point; thence N07°13'55"W 39.05 feet to a point; thence N19°15'48"W 100.80 feet to a point; thence N15°48'33"W 37.42 feet to a point; thence N00°17'41"E 98.72 feet to a point; thence N09°25'02"W 65.96 feet to a point; thence N70°38'26"W 67.54 feet to a point; thence N41°26'26"W 21.72 feet to a point; thence N03°22'34"E 92.61 feet to a point; thence N24°49'37"E 89.83 feet to a point; thence N49°04'01"E 77.64 feet to a point; thence N71°21'01"E 24.27 feet to a point; thence S81°01'09"E 97.77 feet to a point; thence S72°46'07"E 155.86 feet to a point; thence S80°28'26"E 89.44 feet to a point; thence N88°49'56"E 31.44 feet to a point; thence N63°52'36"E 69.74 feet to a point; thence N84°46'40"E 72.55 feet to a point; N87°07'57"E 89.90 feet to a point; thence N73°13'44"E 54.27 feet to a point; thence N27°49'01"E 53.46 feet to a point; thence S41°12'08"E 40.77 feet to a point lying and being in the centerline of the creek as shown on the Plat referenced herein; running thence along and with the centerline of a creek, which is the property line as shown on the below-referenced Plat, according to lines L66 through L105 as described on the line table which is set out on that Plat entitled, "Sheet 1 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9/25/09 in Book 184 at Page 366, Durham County Registry to a point; thence S07°47'03"W 413.54 feet to a point; thence S00°27'39"E 206.48 feet to a point; thence S89°31'48"W 350.32 feet to a point, the place of BEGINNING.

**FRPP CONSERVATION EASEMENT SUB-AREA #4 (187.586+/- acres)**

**See Sheet 5 of 5**

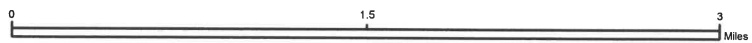
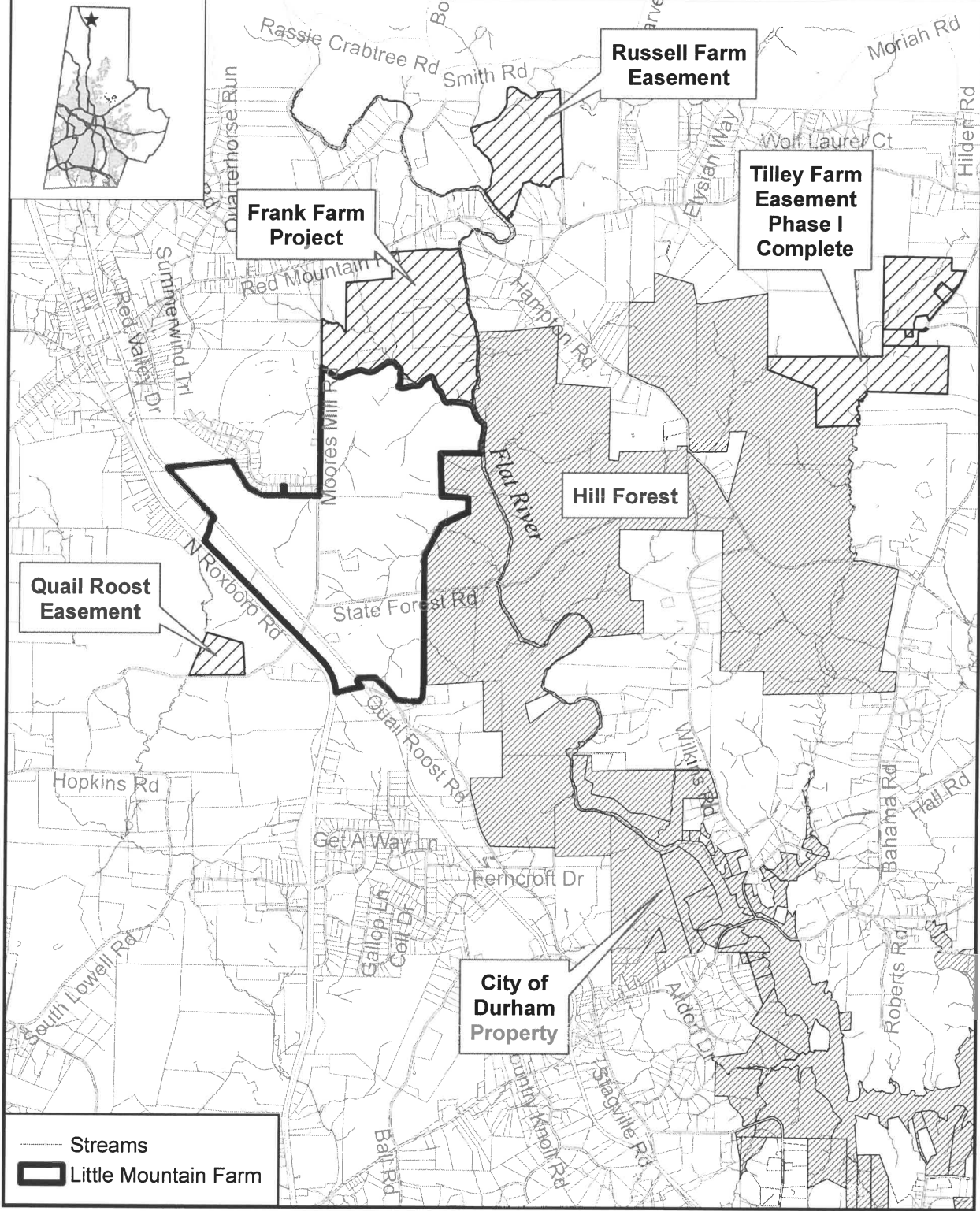
BEGINNING at an existing masonry nail located in the eastern right of way of Moore's Mill Road, said nail being located N17°33'53"E 60 feet along a tie line running with the eastern right of way of Moore's Mill Road from the northwestern corner of Sub-Area #1, as shown on that Plat entitled "Sheet 2 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement Sub-Area #4—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9/25/09, in Book 184 at Page 368, Durham County Registry, and running thence along and with the eastern right of way of Moore's Mill Road along a curve to the left, said curve having a radius of 2283.99 feet, an arc length of 669.22 feet, a chord distance of 666.83 feet and a chord bearing of N08°26'00"E to an existing iron stake; thence N00°02'25"E 755.49 feet to an existing iron stake; thence N85°01'58"E 544.08 feet to an existing iron stake; thence S16°11'44"E 550.04 feet to an existing iron stake; thence N87°14'04"E 449.68 feet to an existing iron pipe; thence N06°15'55"W 418.93 feet to an existing iron stake; thence S72°19'19" W 449.95 feet to an existing iron stake; thence N16°10'59"W 302.82 feet to an existing iron stake; thence S85°01'37"W 587.91 feet to an existing iron stake in the eastern right of way of Moore's Mill Road; thence N00°01'14"E 1194.30 feet to an iron pipe set; thence N87°18'30"E 352.25 feet to an iron pipe set; thence N89°16'36"E 691.84 feet to an iron pipe set; thence S89°32'54"E 1283.57 feet to an iron pipe set; thence N01°50'22"E 173.73 feet to an existing iron stake; thence S86°18'02"E 1134.36 feet to an existing iron pipe; thence S86°20'31"E 764.94 feet to an iron pipe set; thence S00°41'20"E 393.82 feet to an existing iron pipe set in concrete; thence S65°08'16"W 852.88 feet to an existing iron pipe; thence S32°35'14"W 1009.55 feet to an existing iron pipe; thence S01°38'24"E 1059.11 feet to an existing iron pipe set in concrete, the northeast corner of that tract or

parcel shown as "Sub-Area #1 (Lot 1A and Lot 1B)" on that Plat entitled "Sheet 2 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement Sub-Area #1—Property of William & Blanche McFarland", as described herein; thence along a curve to the left, said curve having a radius of 12061.47 feet, an arc length of 866.58 feet, a chord distance of 866.39 feet and a chord bearing of N83°22'21"E to an existing iron stake; thence S81°16'27"W 1872.55 feet to an existing iron stake; thence along a curve to the right, said curve having a radius of 1116.73 feet, an arc length of 173.11 feet, a chord distance of 172.94 feet and a chord bearing of S86°49'55"W to an existing iron stake; thence S83°20'18"E 165.61 feet to the point and place of BEGINNING, and being all of Sub-Area #4 (containing 212.474+/-acres), on that Plat entitled "Sheet 5 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement Sub-Area #4—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9/25/09, in Book 184 at Page 374, Durham County Registry, to which Plat reference is hereby made for a more particular description of same.

**SAVE AND EXCEPT** all that 24.888+/- acre tract shown as "Future NC Clean Water Management Trust Fund Easement" on that Plat entitled "Sheet 5 of 5 Recombination of Lots 3&4 and Durham County McFarland Conservation Easement Sub-Area #4—Property of William & Blanche McFarland", prepared by Riley Surveying, P.A., and recorded on 9/25/09, in Book 184 at Page 374, Durham County Registry, which is described as BEGINNING at a point located along the eastern boundary line of said Sub-Area #4, as described on the Plat referenced herein, said point being located N01°38'24"W 726.66 feet from the southeast corner of Sub-Area #4; running thence N01°38'24"W 332.45 feet to an existing iron pipe; thence N32°35'14"E 1009.55 feet to an existing iron pipe set in concrete; thence N65°08'16"E 258.87 feet to a point; thence N37°23'48"W 41.15 feet to a point; thence S45°37'47"W 55.00 feet to a point; thence S52°29'56" 50.59 feet to a point; thence S66°16'11"W 45.40 feet to a point; thence N88°34'26"W 31.13 feet to a point; thence N74°55'29"W 97.57 feet to a point; thence S88°50'06"W 46.40 feet to a point; thence S59°18'45"W 35.32 feet to a point; thence N80°48'46"W 82.11 feet to a point; thence S43°21'46"W 25.73 feet to a point; thence S07°06'52"W 187.77 feet to a point; thence S25°20'34"W 104.18 feet to a point; thence N61°33'40"W 44.91 feet to a point; thence N33°17'00"W 148.27 feet to a point; thence S39°56'31"W 282.05 feet to a point; thence S02°32'23"E 35.90 feet to a point; thence S18°26'46"W 125.93 feet to a point; thence S23°30'26"W 170.01 feet to a point; thence S36°38'01"W 82.00 feet to a point; thence S57°02'13"W 72.62 feet to a point; thence S85°07'36"W 82.31 feet to a point; thence S49°51'50"W 100.13 feet to a point; thence S00°00'21"W 67.53 feet to a point; thence S57°58'16"W 83.06 feet to a point; thence S84°54'34"W 126.78 feet to a point; thence N80°24'41"W 102.22 feet to a point; thence S19°24'25"W 69.13 feet to a point; thence S84°25'39"W 90.28 feet to a point; thence S83°51'40"W 345.27 feet to a point; thence S33°01'52"W 94.95 feet to a point; thence S16°53'19" W 108.36 feet to a point; thence S6°10'02"E 93.37 feet to a point; thence S10°32'04"E 2.51 feet to a point; thence S13°53'42"W 127.35 feet to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 120.33 feet, a chord distance of 119.53 feet and a chord bearing of S02°37'36"W to a point; thence S04°54'58"W 50.45 feet to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 88.13 feet, a chord distance of 87.81 feet and a chord bearing of S03°29'57"E to a point; thence along a curve to the right, said curve having a radius of 300.00 feet, an arc length of 20.29 feet, a chord distance of 20.29 feet and a chord bearing of S01°40'24"W to a point; thence along a curve

to the left , said curve having a radius of 300.00 feet, an arc length of 130.14 feet, a chord distance of 129.12 feet and a chord bearing of S13°12'54"W to a point; thence S00°47'16"W 37.97 feet to a point; thence S12°20'48"W 36.22 feet to a point; thence S11°22'36"W 82.55 feet to a point; thence S89°58'08"E 236.68 feet to a point; thence S10°01'04"E 74.60 feet to a point; thence N81°36'05"E 183.07 feet to a point; thence N09°27'43"E 161.14 feet to a point; thence N15°59'22"E 292.68 feet to a point; thence N67°38'37"E 178.81 feet to a point; thence N08°11'43"E 6.10 feet to a point; thence N12°14'15"W 49.84 feet to a point; thence N14°28'30"E 30.16 feet to a point; thence along a curve, said curve having a radius of 300.00 feet, an arc length of 73.29 feet, a chord distance of 73.11 feet and a chord bearing of N07°28'34"E to a point; thence N33°31'14"E 96.94 feet to a point; thence along a curve, said curve having a radius of 300.00 feet, an arc length of 18.28 feet, a chord distance of 18.28 feet and a chord bearing of N31°46'29"E to a point; thence S84°57'47"E 20.24 feet to a point; thence N84°42'32"E 36.48 feet to a point; thence S84°08'54"E 11.89 feet to a point; thence along a curve to the left, said curve having a radius of 300.00 feet, an arc length of 129.00 feet, a chord distance of 128.01 feet and a chord bearing of N83°31'58"E to a point; thence N71°12'50"E 41.44 feet to a point; thence S74°43'29"E 17.24 feet to a point; thence N72°13'17"E 4.94 feet to a point; ; thence N30°35'40"E 26.81 feet to a point; thence N08°07'18"W 28.00 feet to a point; thence N87°29'29"E 79.08 feet to a point; ; thence S35°27'36"E 45.00 feet to a point; thence S07°27'23"W 19.92 feet to a point; thence N83°38'21"E 107.70 feet to a point; ; thence N76°57'49"E 72.68 feet to a point; thence N56°48'00"E 21.73 feet to the point and place of BEGINNING.

# Exhibit B-1: Little Mountain Farm Regional Context



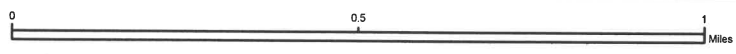
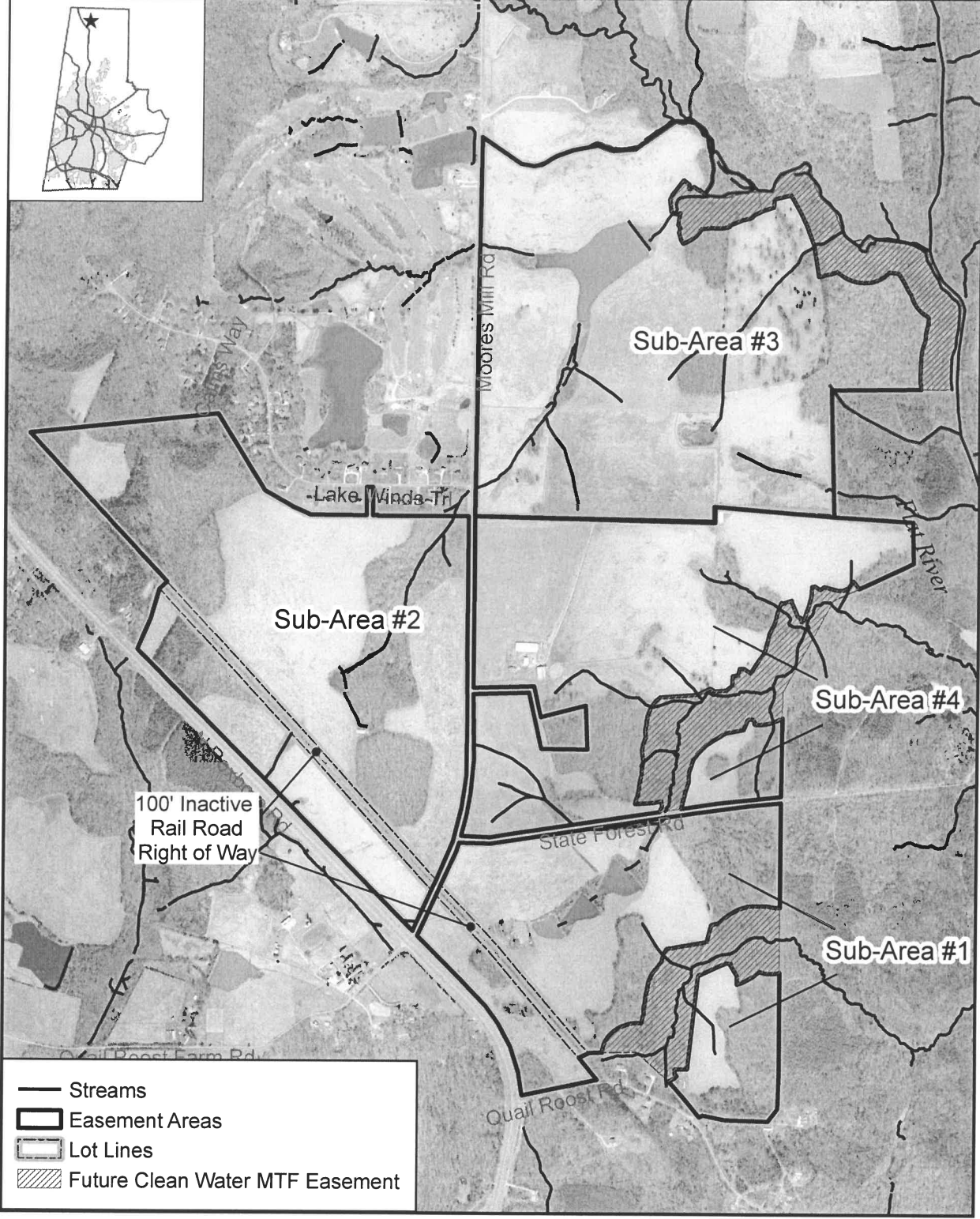
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009



# Exhibit B-2: Little Mountain Farm Easement Context

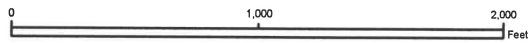
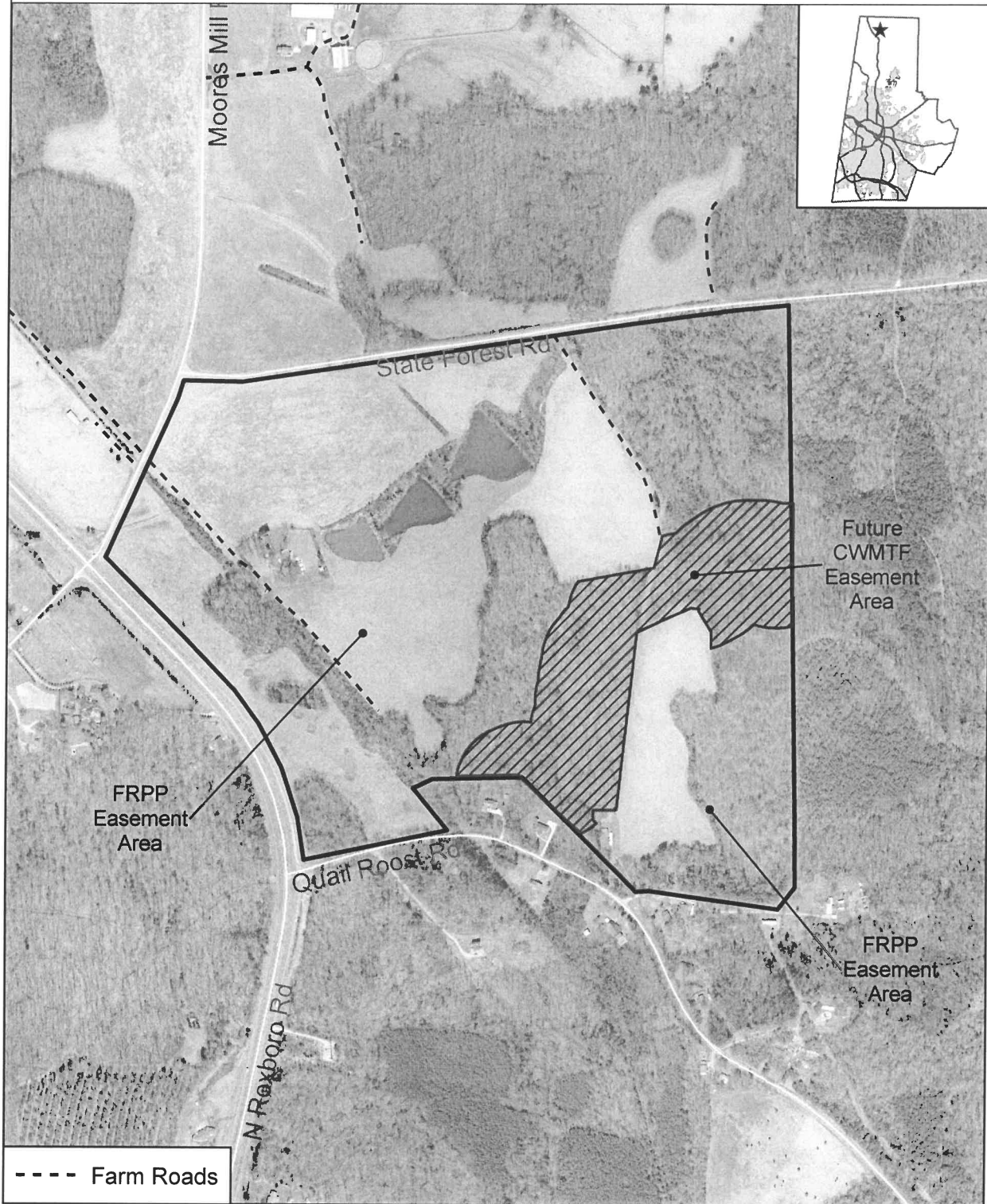


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

# Exhibit C-1: Little Mountain Farm Easement Sub-Area #1 - Context

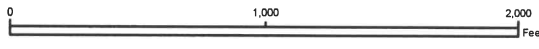
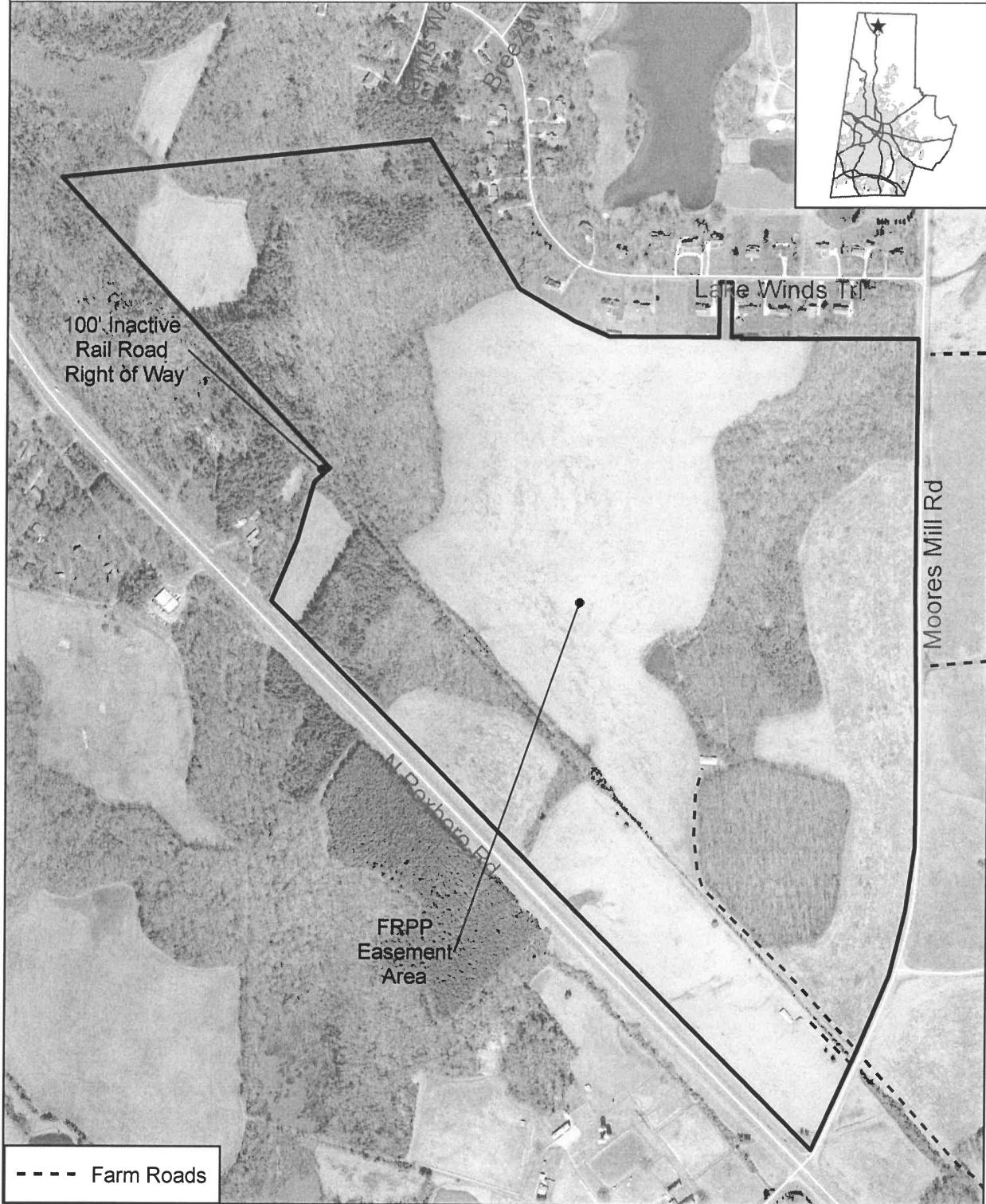


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

# Exhibit C-2: Little Mountain Farm Easement Sub-Area #2 - Context

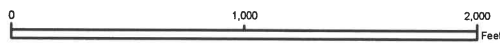
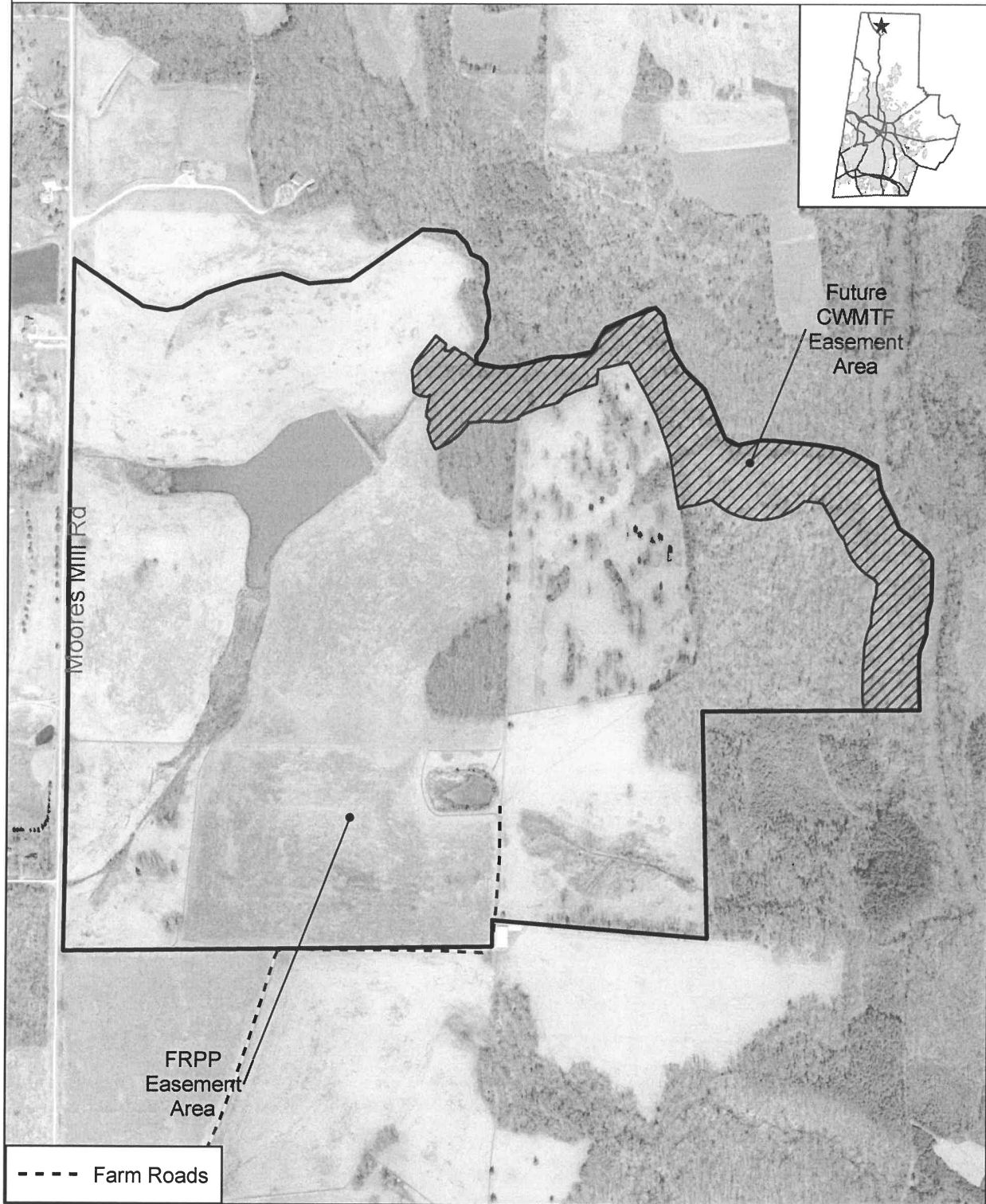


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

# Exhibit C-3: Little Mountain Farm Easement Sub-Area #3 - Context

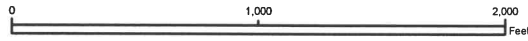
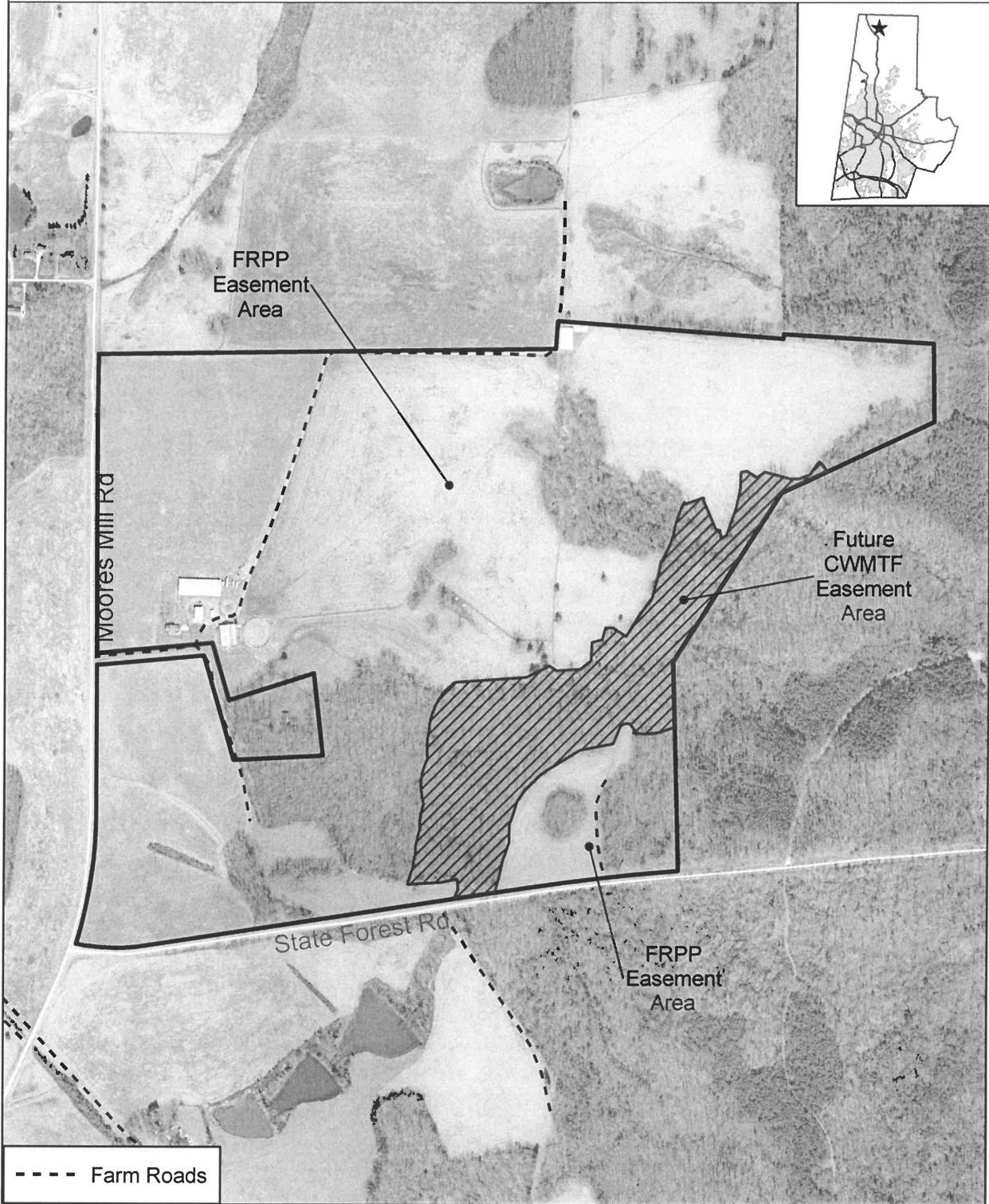


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

# Exhibit C-4: Little Mountain Farm Easement Sub-Area #4 - Context



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

**Exhibit D**  
**Little Mountain Farm Conservation Easement**  
**Current Conditions Report**  
**& Natural Resources Inventory**

**Prepared by:** Durham County Open Space and Real Estate Manager  
**Date of Report:** September 25, 2009

**Easement Grantor:** William A. McFarland and Blanche J. McFarland

**Address:** 1403 Moores Mill Road, Rougemont, NC 27572

**Name of Property:** Little Mountain Farm

**Date of Conservation Easement:** September 25, 2009

**Recorded in Deed Book #:** 6329 **Page#:** 770

**Total Acreage Contained in Conservation Easement:** 842.010 acres

**Total Parcel Acreage of Overall Property including acreage not included within easement:** 921.854 acres

**Tax Parcel ID #'s:** 209404 (Sub-Area #1), 190546 (Sub-Area #1 Farm Support), 190526 (Sub-Area #2), 190561 (Sub-Area #3), 190545 (Sub-Area #4)

**Funding:** This easement was funded in part with federal Farm and Ranchlands Protection Program (FRPP) Cooperative Agreements # 73-45326-004 and 73-4532-7-002A&B

**1) General Description of Property:**

This is the current conditions report for the Little Mountain Farm conservation easement granted to Durham County for the permanent protection of the farm in its present condition and use, subject to the conditions, restrictions and reserved rights stated in the easement. The entire farm property will be protected with a combination of two types of easements: the FRPP conservation easement will cover 842.01 acres, and a conservation easement on the 79.84 acres of wooded riparian buffer on the property will be funded by the State of North Carolina Clean Water Management Trust Fund (CWMTF). The easement consists of four areas. Sub-Area #1 and #2 have road frontage on both Moores Mill Road and US Highway 15/501 (Roxboro Road). Sub-Area #3 and #4 have road frontage on Moores Mill Road. Sub-Area #1 is 172.093 acres, Sub-Area #2 is 227.163 acres, Sub-Area #3 is 310.124 acres, and Sub-Area #4 is 212.474 acres. The farm is located in the Flat River Agricultural Priority Area in Northern Durham County. The majority of the farm is zoned RR (Rural Residential) and is within the Lake Michie watershed overlay zone which restricts certain land uses, has minimum lot sizes, and restricts the extension of City water and sewer services to the properties. A strip running

Initials



along US Highway 15-501 in Sub-Area #1 and #2 has a RS-20 – Residential Suburban - 20 zoning. There is a small section in Sub-Area #2 zoned as IL – Light Industrial. Also, there is an unused Norfolk Southern Railroad line bisecting the farm parallel to US HWY 15/501.

Sub-Area #1 is 172.093 acres of which 147.683 acres is included in this FRPP easement and 24.410 will be in the future CWMTF easement. The FRPP easement area consists of agricultural fields, woodland, ponds, one 3 acre farmstead, and one 1.9 acre farm support site. The northern side of Sub-Area #1 is bordered by State Forest Road and the Sub-Area #4 portion of the Little Mountain Farm. The eastern side of Sub-Area #1 is bordered by North Carolina State University's Hill Forest, and the southern side by Quail Roost Road, property owned by James and Barbara Davis, property owned by Samuel and Eliza Vaughan, property owned by the Cates Family, and property owned by Albert Henry. The western extent of Sub-Area #1 is bordered by US Highway 501 and Moores Mill Road.

Sub-Area #2 is 227.163 acres, all of which will be in the FRPP easement. The FRPP easement area consists of agricultural fields, woodland, and one 3 acre farmstead. The northern side of Sub-Area #2 is bordered by the Lake Winds Subdivision and Golf Course, and wooded property owned by Donald Mason. The western side of Sub-Area #2 is bordered by Moores Mill Road. The southern and eastern side of the farm is bordered by US 15/501 adjacent to Quail Roost Farm. The northwestern portion of Sub-Area #2 is bordered by a wooded parcel owned by Tony and Debbie Crabtree, and two other wooded parcels owned by Myrtle and Carl Whipple.

Sub-Area #3 is 310.124 acres of which 279.578 acres will be in the FRPP easement and 30.546 will be in the future CWMTF easement. The FRPP easement area consists of agricultural fields, woodland, ponds, and one 3 acre farmstead. The northern side of Sub-Area #3 is bordered by Caywood Farm owned by Neil and Kathryn Frank who are planning to do an FRPP easement with funding awarded in 2008. The western side of Sub-Area #3 is bordered by Moore's Mill Road and the southern boundary is adjacent to the Sub-Area #4 portion of the Little Mountain Farm. To the east of Sub-Area #3 is North Carolina State University's Hill Forest.

Sub-Area #4 is 212.474 acres of which 187.586 acres will be in the FRPP easement and 24.888 will be in the future CWMTF easement. The FRPP easement area consists of agricultural fields, woodland, and one 6.117 acre farmstead. Sub-Area #4 is adjacent to portions of the Little Mountain Farm on the north, south, and east. To the east of Sub-Area #4 is North Carolina State University's Hill Forest. Mr. McFarland owns parcel #190548 which is surrounded by Sub-Area #4 with access off of Moore's Mill Road. It includes a house that is the residence of his son.

**Historic Use:**

The property has traditionally been used as a farm and hunting area. It was previously part of the larger Quail Roost Farm that has been owned and operated by the Hill family since the 1800's. The Quail Roost Farm still exists today on the west side of US 501, but

sold what is now Little Mountain Farm to Mr. McFarland in 1983. Mr. McFarland continued to add adjacent parcels that had historically been a part of the Quail Roost Farm until the farm reached its current size of 920 acres. Here are excerpts about the Quail Roost Farm taken from the Quail Roost Farm website:

*In 1875, a group of Durham's leading business and professional men formed the Quail Roost Hunting Lodge. They acquired 834 acres which became, in time, today's Quail Roost Farm. The Club obtained the right to hunt quail, dove and turkey over thousands of adjoining acres. In 1875, northern Durham County was deep country. Today it largely remains so despite being only 12 miles from the center of Durham and being served by US 501, a four lane divided highway. In that time, much of the shooting was done from mule-drawn wagons or from horseback or muleback as it still is to this day on some of the great southern shooting preserves.*

*By the 1920's, as farming expanded in Durham County, the population of quail decreased and interest in maintaining the Hunt Club decreased proportionately. John Sprunt Hill acquired the stock of the other members of the corporation and, in 1926, turned the farm property to the third generation, George Watts Hill. He began the conversion of the Hunt Club property to a dairy farm. Land was acquired including several thousand acres which eventually became N.C. State University's -- Hill Forest. Gradually adding the barns, and associated structures, the dairy operation grew in reputation and size. At its peak there were 1,800 acres and 300 head of "Golden Guernsey" cattle. By the 1940's the farm had developed such a reputation for outstanding breeding stock that it was acknowledged to be one of the premier Guernsey herds in the world. It's annual spring auctions of breeding stock became such a national event that Life magazine once covered a birthday party thrown for the herds' foundation sire, High Point Prince Maxim.*

*Competing for attention with the Guernsey herd was the thoroughbred horse operation begun by Ann Hill, Watts Hill's wife, in 1937. Hunters, and jumpers and steeplechasers were bred trained, shown and raced with considerable success by Quail Roost Stables. This operation was ended in 1952. By 1965 the market for Guernsey cattle breeding stock had declined due to the demand for a higher producing, lower fat content milk. Economics dictated closing the dairy operation. Planning was begun for converting the farm to other uses.*

*One of the Hill's sons, John Sprunt Hill II, and his wife Irmgard, made Quail Roost their home in 1969. They added to what originally had been the stable manager's cottage as their home, and began the conversion of the farm to the horse operation it is today. In 1975 they acquired the entire farm property. Under their direction, dairy barns were converted to stables and a veterinarian operation was located in the former milking house and bull barn. Three riding rings were installed where many equestrian events are held and miles of manicured trails were cut through the hundreds of acres of oak and pine forests for trail riding. A local fox hunting club "Red Mountain Hounds" is operated close by with Mrs. Irmgard Hill being one of the "Masters".*

With this rich history from being part of the Quail Roost Farm, Little Mountain Farm has continued the tradition of farming with agricultural crops, cattle, and its continued occasional use by the "Red Mountain Hounds" as well as being a strong part of the local farming community.

#### **Approximate Acreages of Land Use:**

Sub-Area #1: Fields- 80 acres, Water- 4 acres, Home sites- 2.5 acres, Forest- 85 acres, of which 24.410 acres will be in the CWMTF easement that is entirely forested.

Sub-Area #2: Fields- 126 acres, Forest- 101 acres, Water- 0.5 acres, No CWMTF acreage

Sub-Area #3: Fields- 226.5 acres, Water- 12.5 acres, Forest- 69 acres, of which 30.546 acres will be in the CWMTF easement that is entirely forested.



Sub-Area #4: Fields- 151 acres, Home sites- 3.5 acres, Forest- 58 acres, of which 24.888 acres will be in the CWMTF easement that is entirely forested.

## **2) Conservation Values**

### **Open Space and Scenic Values**

The farm includes 1.45 miles of frontage on both sides of Moore's Mill Road which is part of the "North Durham Country Byway" a scenic byway in the State of North Carolina's Scenic Byway program. The Property provides outstanding scenic vistas and views of fields, ponds and woods that are integral to the scenic character of this portion of the scenic byway route. The Property, and the permanent protection of this property as agricultural and forest land supports the goals of this state scenic program for the enjoyment of North Carolina citizens. The Durham Comprehensive Plan, Chapter 4, adopted by the City of Durham and Durham County discuss the importance of preserving these scenic roadways as a matter of adopted public policy. The property further provides outstanding scenic views along US 501, a major transportation corridor that runs from Durham into Virginia. Further documentation of the scenic values of the property are found in the Baseline Documentation Report

The farm preserves significant open space and farmland values which benefit the public. This preservation is pursuant to the Durham County Farmland Protection Program, adopted by the Durham County Board of County Commissioners in 2003 (Durham County Code sec 14-86 to 131). The Durham Comprehensive Plan, Chapter 7, adopted by the City of Durham and Durham County discuss the importance of preserving farmland and has an explicit policy "Protect active farmland in Durham to enhance economic activity and preserve Durham's rural heritage." At 921 acres, Little Mountain Farms is the largest intact working Farm remaining in the Durham County. The Farm is located within the Flat River Agricultural Priority Area, an area designated by the Durham County Board of County Commissioners in 2003 as one of three areas towards which public funds and efforts should be directed towards permanently preserving significant farmlands.

This farm is further protected using significant funding from the federal Farm and Ranchland Protection Program and grants received in 2006, 2007 and 2008. This federally funded program provides funds for the acquisition of conservation easements or other interests in prime, unique, or other productive soils for the purposes of limiting the conversion to nonagricultural uses of the land. The farm easement consists almost entirely (96%) of soil that is designated as of prime and statewide significance.

### **Significant Natural Habitat**

The Durham County Inventory of Important Natural Areas, Plants, and Wildlife produced by the State of North Carolina's Natural Heritage Program identified the Hill Forest/Flat River Slopes and Aquatic Habitat site as of "National Significance" due to the

Initials

 *John Williams B.M.C.*

presence of rare and threatened aquatic species. This site includes land both in the easement area and directly adjacent to the easement. Inclusion in the Inventory documents that the State considers the farm to include significant natural habitat of importance for Durham County and the State of North Carolina. Aquatic species associated with the high quality of the Flat River, and dependent on the streams from the farm that flow into the river, include several Unionid mussels that are considered "globally rare" by the State's Natural Heritage Program: the green floater (*Lasmigona subviridis*), the Atlantic pigtoe (*Fusconaia masoni*), yellow lampmussel (*Lampsilis cariosa*, and Virginia pebblesnail (*Somatogyryus virginicus*). Several species identified as of statewide concern include: eastern lampmussel (*Lampsilus radiata*), the triangle floater (*Alasmidonta undulata*), and the squawfoot (*Strophitus undulatus*). The eastern lamp mussel species is the second largest and healthiest population in the State of North Carolina.

The Durham County Inventory also listed the presence of other vertebrate species dependent on high quality waters: Thorey's grayback dragonfly (significantly rare in NC), the splendid clubtail dragonfly, the spine-crowned clubtail dragonfly, and the blackwater clubtail dragonfly on the Hill Forest/Flat River Slopes and Aquatic Habitat site. The site's present land management practices and the property's protection as permanent open space support the continuation of this high quality aquatic habitat.

The Durham County Inventory site description further documents that the Flat River wildlife movement corridor is still considered a high quality movement corridor between the large public lands to the south associated with Falls Lake and Lake Michie, to less developed portions further north. Bobcat and black bear have been occasionally documented as still using the corridor, and adjoining landowners along the river corridor to the north have seen bobcat. Coyotes have been seen on a regular basis, and have become regular inhabitants with other small native carnivores such as gray fox.

The upland farm habitat and also provides excellent natural habitat for representative piedmont North Carolina wildlife. White tail deer, eastern cotton tail rabbit, bobcat, red & gray fox, beaver, otter, muskrats, flying and gray squirrels and other typical small mammals will be year round residents on the farm. Other wildlife observed north and south of the property includes mink, otter, and other species that thrive along lands adjacent to rivers and streams. Bird species include wild turkey, cooper's hawk (state listed of special concern), black vultures (state listed of special concern), hairy and pileated woodpeckers, bob white quail, great blue heron, Meadowlark, Bob-O-Link and a variety of woodland and edge songbirds. The solitary vireo, a rare breeding species, has also been spotted in the adjacent Hill Forest property. Red tail hawks, red-shouldered hawks, rough legged hawks, and barred owls have been seen or heard on the property. Staff has sighted various butterflies and dragonflies while creating the baseline documentation report.

The major natural plant habitats are found in the forested areas along the Flat River and its tributaries and in the forested areas bordering the open cleared land. The property provides excellent examples of both bottomland riparian habitat and rich upland forest

Initials



communities. River birch, hickory, beech, tulip poplar, winged elm, ash, maple, sweet gum, sourwood, dog wood, shortleaf pine, ironwood, oak (chestnut, white, post, willow, black red, northern red) and a variety of other tree species can be found in wooded portions of the property. The areas along the Flat River have not been significantly altered and offer larger trees and an abundance of ground cover.

### **3) Detailed Property Description**

#### **Structures and Outbuildings:**

Sub-Area #1 includes two occupied homes. The first is a one-half acre mobile site consisting of an older small mobile home, a well and well house, and an outbuilding, presumably used for storage. This home site is located in the southern portion of the farm and can be accessed from Quail Roost Road. The mobile home will be removed once the current tenant no longer resides there. The second is approximately two acres and consists of a modest house, a small horse pasture, a horse stable, and a large dog pen. There are approximately fifty hounds living in the dog pen that are used for fox hunting. It is currently leased by Quail Roost for the hound keeper and the hounds. This home site is dedicated as farm support.

Sub-Area #2 includes two modest farm support structures. Both of which are used for parking and/or storing farm equipment and possibly bails of hay. The first is a simple three sided structure built from wood and it is located on the west side of the eastern woods. The second structure is a four sided structure constructed from cinder block. There was a simple shelter consisting of a metal roof attached to four leaning "telephone poles" attached to the block structure that was removed prior to the easement.

Sub-Area #3 includes a very small, short shed made of wood that appears to be quite old and unused. This is the only structure in Sub-Area #3 at the time of the easement.

Sub-Area #4 is the existing farmstead where the main house is located along with several farm support structures. The house is served by an asphalt driveway leading up to a concrete pad for parking. There is a large barn with an adjacent silo that shelters the horses located across the yard from the house. A very large three-sided shed for the farm equipment and a large workshop are located next to the house. There are also several smaller sheds for storing equipment and a well house.

#### **Impervious Surface:**

The Conservation Easement restricts impervious surface on the property to a total of two percent (2%). This includes rooftops, asphalt, parking areas, sidewalks and other features that are not pervious. Farm roads consisting of a natural dirt surface or gravel are excluded from this definition.  $842.010 \text{ acres} = 36,677,955.6 \text{ square feet} \times 0.02 \text{ percent} = 733,559.11 \text{ square feet}$  of allowable impervious surface. As of the time of the grantee's acceptance of the easement, the impervious surface area on the farm totals 59,643 square feet which was calculated by a recent survey, and further consists of 47,982 square feet from 26 structures and 11,661 square feet from roads, parking areas or concrete pads. See Exhibit G.

Initials

Handwritten initials and signature in black ink, appearing to be 'JL' and 'BM'.

**Soil Classifications and Management:**

The soils consist of gently sloping to strongly sloping, well drained soils on uplands. They are largely prime or statewide significant agricultural soils that have a subsoil of predominately firm silty clay. The soils are well suited to tobacco, corn, small grain, soybeans, hay, and pasture or other grasses. The main limitation for farm and non-farm use is the erosion hazard resulting from runoff. (Soils are shown on Exhibit E)

Mr. McFarland works closely with the local Soil & Water District and the local NRCS representative in utilizing Best Management Practices in his farming operations. Historically, the farm was the first farm in Durham County to use “no-till practices”

**Water Features and Stream Buffers:**

The property is typical of northern Durham with forested areas along most of the streams on the property, and several large stable, farm ponds. The stream corridor and natural drainages provide necessary habitat and is an important component of the sustainable wildlife populations in the area. The majority of the larger forested streams and buffers are not included in this easement, because they are included in a future Clean Water Management Trust Fund Easement, as shown on Exhibit c.

Sub-Area #1 water features include a four and one-half (4.49 ac) acre pond complex and a small perennial stream. The pond complex consists of three stacked ponds created with dams. The water that drains from the ponds flows northeast across the farm and through Hill Forest into the Flat River. A second stream located in the southern portion of the property flows northeast across the entire property, also draining into the Flat River. These ponds provide for wildlife habitat, and provide an important water quality and sedimentation function. Sub-Area #1 has a forested buffer in excess of 300 feet along the southern stream in the future CWMTF easement area with the exception of an area that is 100 feet where the two farm fields are connected by a grassy farm road that also serves as a power line easement. The three stacked ponds have a more variable buffer of only a few feet on the southern sides to 30 to 100 feet on the northeastern and northwestern sides.

Sub-Area #2, includes is a headwater stream that classified as intermittent on the USDA Soil Survey maps that flows northeast through a forested area that then drains into the stream on Sub Area #3. Sub-Area #2 has a significant forested buffer area along the majority of the stream, in most cases in excess of 200 feet, with the exception of a few places where the farm fields get within approximately 40 feet. Again the existing farm pond is more minimally protected with only a few feet of small vegetation buffering its banks. It should also be noted that Sub-Area #2 has three inactive debris piles that appear several decades old within this wooded buffer area. They are located in the woods near the stream and the wooden farm structure. The debris appears to be old farm trash (rusted farm equipment, pots, pans, and glass bottles), and a large amount of inert old concrete and stone blocks. There are no CWMTF easements expected in Sub-Area #2.

Sub-Area #3 includes a perennial stream running along the northern property boundary that flows southeast into the Flat River, which forms the property boundary on the northeastern side. There is also a small perennial stream trending northeast from Sub-Area #2 into the area that feeds into a large farm pond that drains into the Flat River. Additionally in the southeastern corner of Area 3 is a small farm pond, which also drains into the Flat River when the dam overflows. Sub-Area #3 has a forested buffer in excess of 300 feet along the perennial stream that flows southeast in the future CWMTF easement area with the exception of where the farm fields get within approximately 20 feet in one location. The small perennial stream from Sub-Area #2 into Sub-Area #3 that feeds into a large farm pond is minimally protected with only a few feet of vegetation. The pond itself has no real buffer. The small pond in the southeastern corner has some small vegetation within a few feet of the edge.

Sub Area #3 also includes 1432 feet of frontage along the Flat River Corridor which serves an important functioning link for wildlife movement and habitat. The stream buffer along the Flat River is approximately 1,000 feet or greater in width and should be protected at least 300 feet from the side of the river by the future Clean Water Management Trust Fund Easement. The buffer area along the Flat River consists of larger trees, an abundance of ground cover and is generally in excess of the 300 foot buffer requirement. No removal of trees is permitted along these 300 foot buffer areas. The portion of the woodland in excess of the CWMTF also provides an important supplemental wildlife habitat. Forestry is permitted within this area under a Forestry management plan. This use, which only occurs every few decades, is compatible with the wildlife values for this area.

Sub-Area #4 includes two branches of a small perennial stream that drain into the Flat River. The streams generally have forested buffers with the exception of where the farm fields get within approximately 30 feet in several locations. The future CWMTF easement area includes the entire wooded buffer within 300 feet of the stream and ends where the fields begin. Along the eastern border in the adjacent Hill Forest, there was a recent timber harvest just prior to the easement.

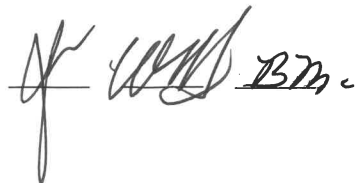
## Summary of Conservation Purposes & Critical Elements

### Critical Conservation purposes

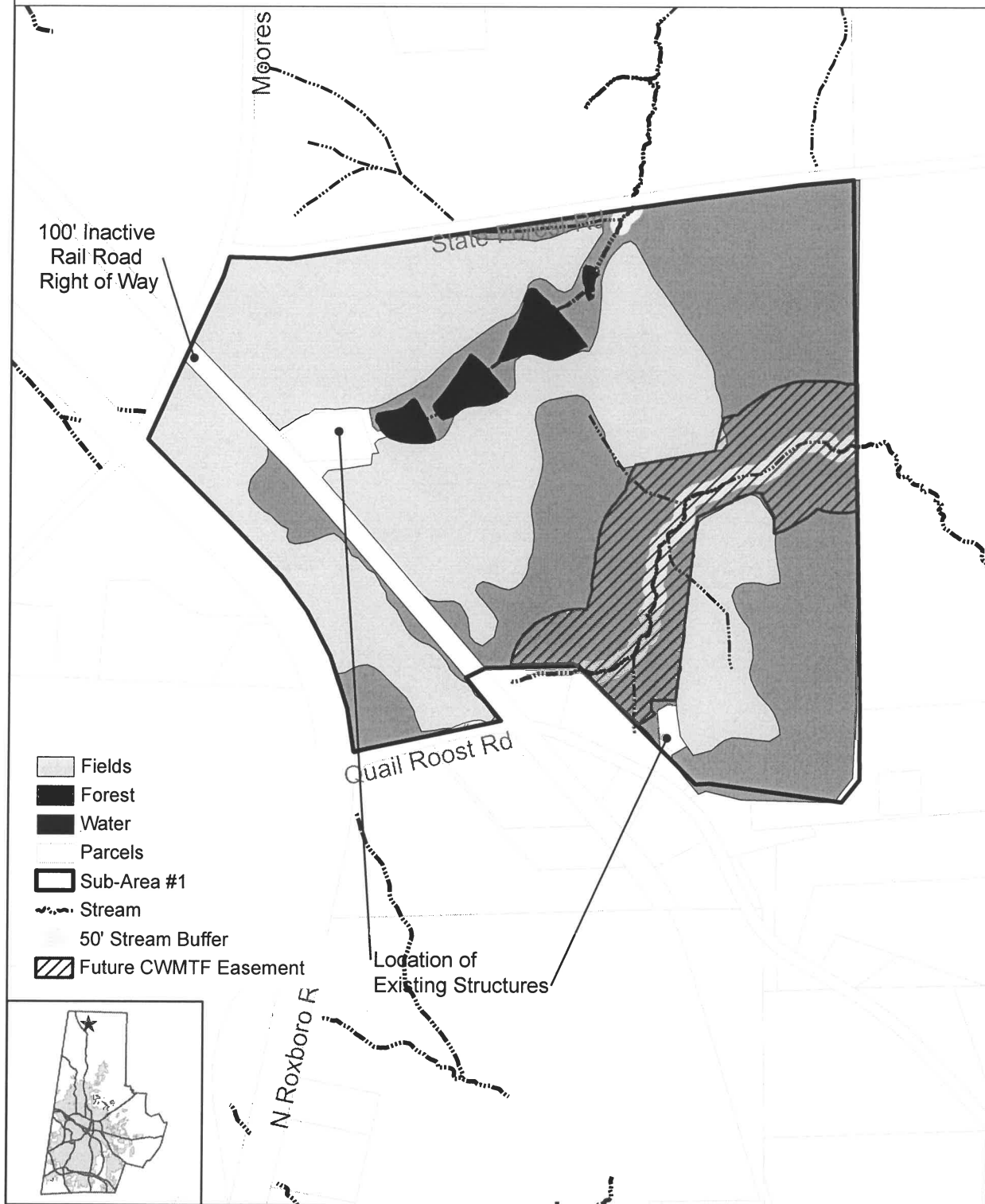
- Farmland Preservation & Rural Agricultural Character
  - The sustainability of the property as a working farm.
  - The continued maintenance of current agricultural fields and open areas.
  - Maintenance of the scenic views along Moores Mill Road, a State designated scenic byway.
- Open Space Preservation, Wildlife Habitat, & Water Quality
  - Stream buffer protection along the Flat River and related tributaries.
  - The continued maintenance and expansion of stream buffers.
  - Value of the property as wildlife habitat for field and riparian species

**Critical Monitoring Elements**

- The reserved right for up to four total farms.
- The reserved rights to add farmstead structures.
- 2% Impervious Surface Limit (Paved Roads & Structures).
- Restrictions on new buildings or structures.
- Prohibited, Reserved, and Restricted Activities (Article II of Easement).

Handwritten initials in cursive script, appearing to be 'J', 'WMS', and 'BMC'.

# Exhibit D-1: Little Mountain Farm Easement Sub-Area #1 - Property Description

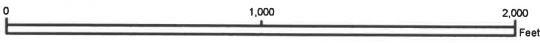
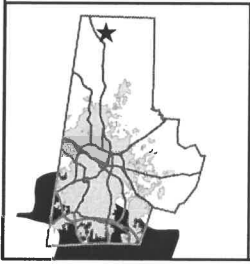
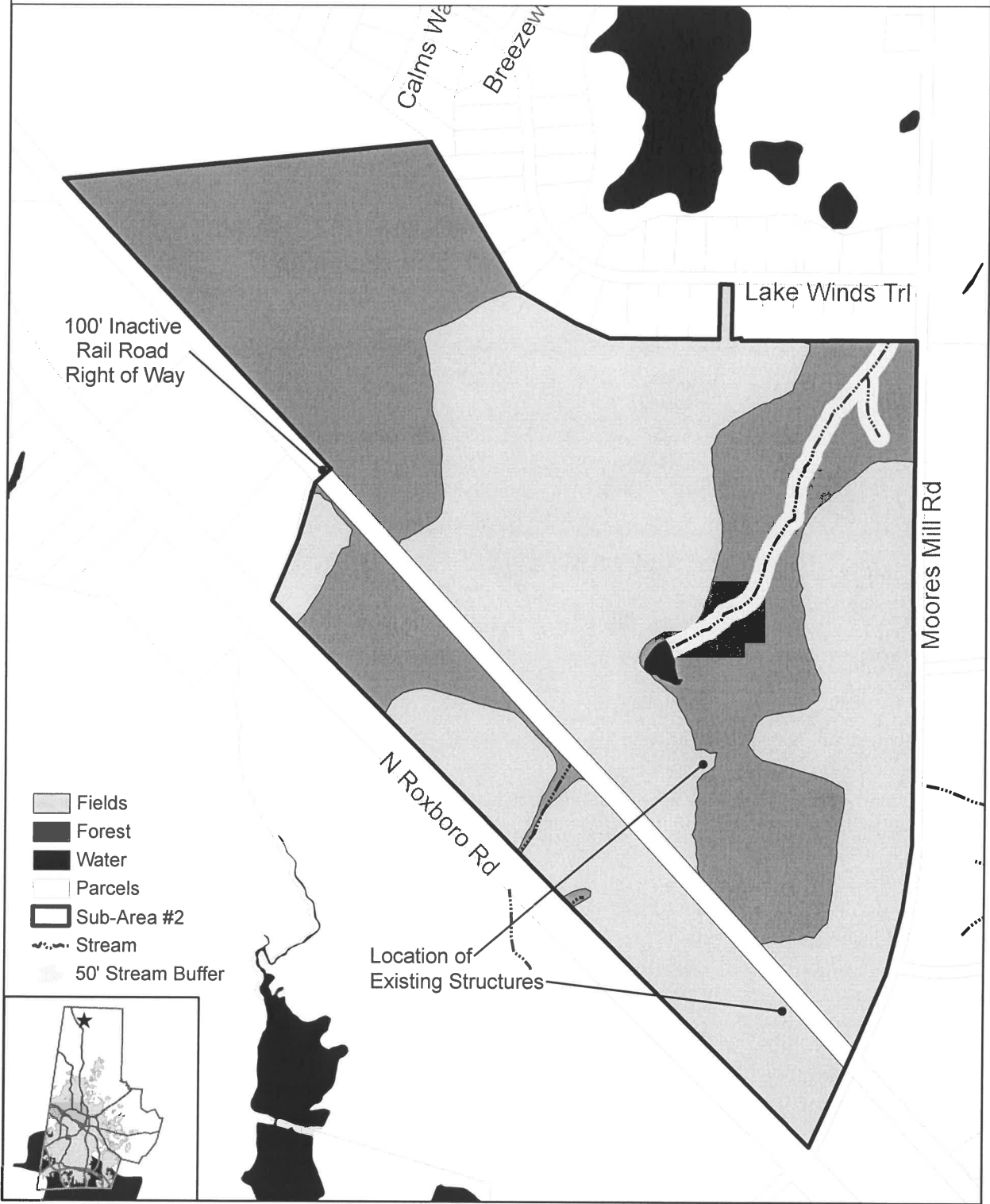


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

## Exhibit D-2: Little Mountain Farm Easement Sub-Area #2 - Property Description



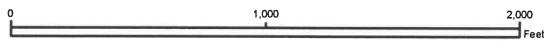
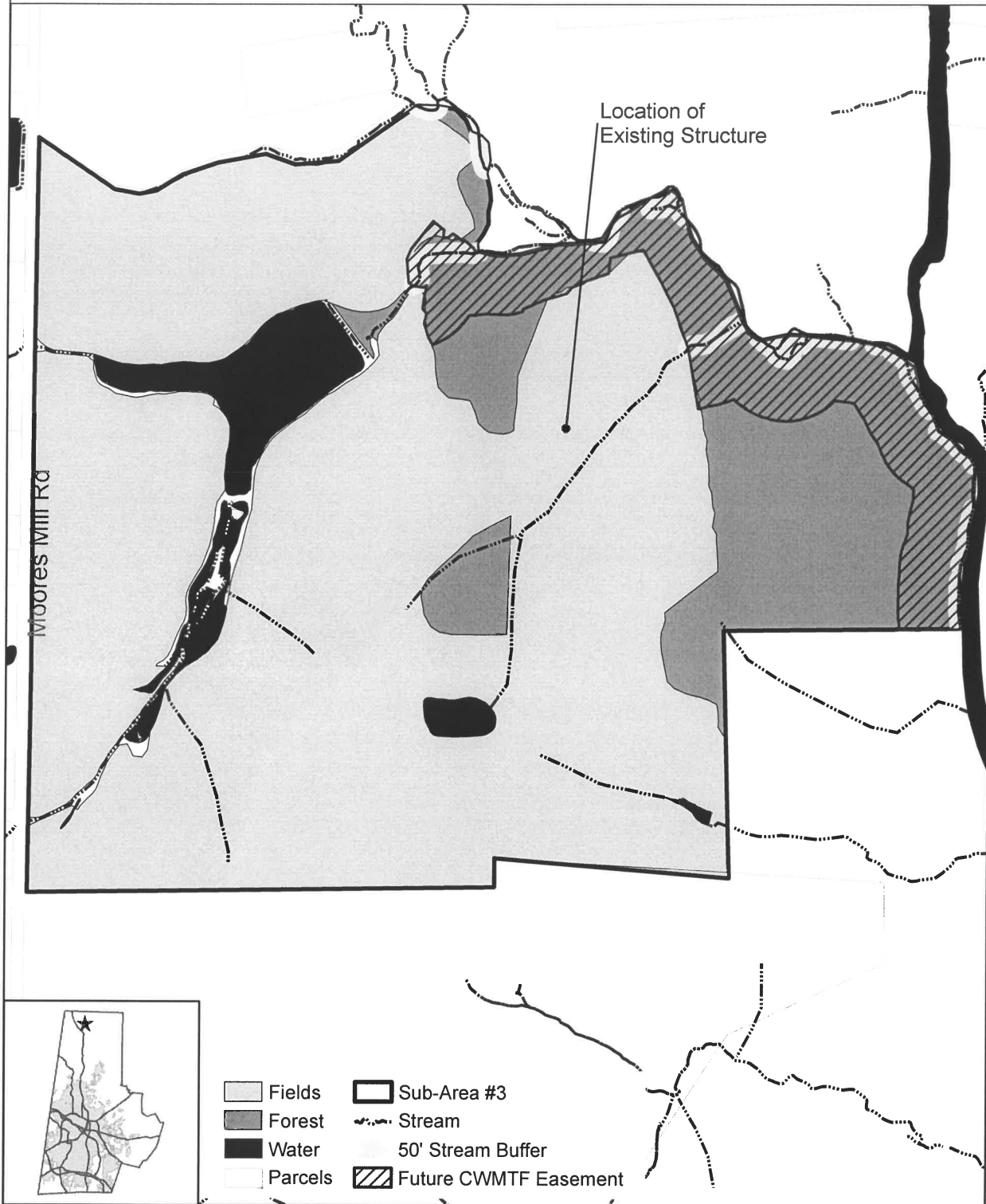
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009



# Exhibit D-3: Little Mountain Farm Easement Sub-Area #3 - Property Description

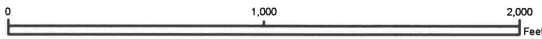
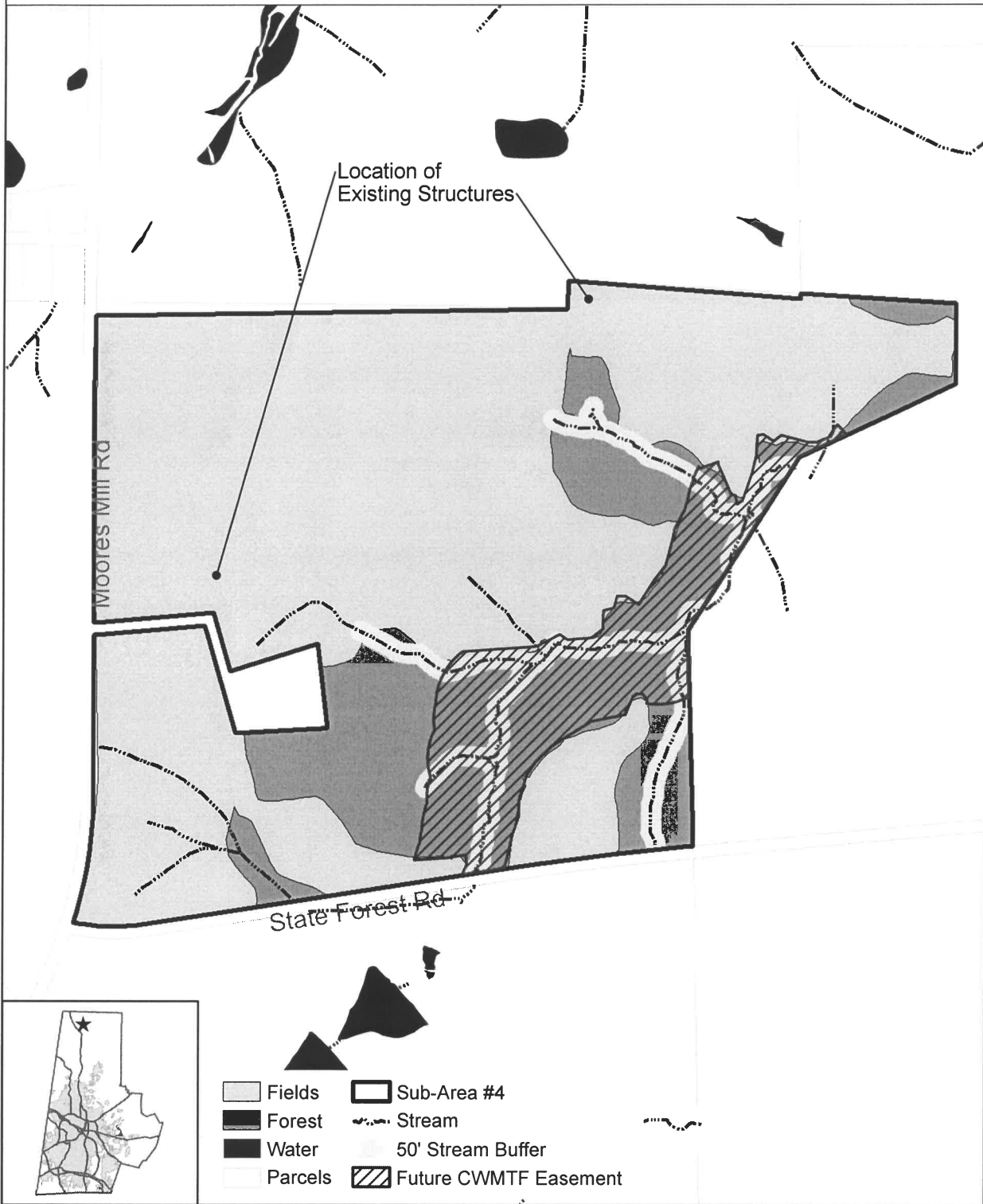


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

# Exhibit D-4: Little Mountain Farm Easement Sub-Area #4 - Property Description



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

**DURHAM COUNTY FARMLAND & OPEN SPACE PROGRAM  
CURRENT CONDITIONS & NATURAL RESOURCES INVENTORY  
DOCUMENTATION CERTIFICATION**

**ACKNOWLEDGEMENT OF PROPERTY CONDITION**

This is to certify that we, William A. and Blanche J. McFarland, as Grantors of a Conservation Easement to the County of Durham, State of North Carolina, on land in the County of Durham, North Carolina, known as Little Mountain Farm, to be recorded at the Durham County Register of Deeds, am familiar with the condition of the land subject to said Conservation Easement and, in compliance with section 1:170A-14(g)(5) of the federal tax regulations, do acknowledge and certify that the Current Conditions and Natural Resources Inventory [Exhibit B, C, D, E, F, & G of the recorded easement and all additional photographs and documentation in the Stewardship Notebook on file with the Durham County Open Space & Real Estate Division], taken together and separately, is an accurate representation of the Protected Property as of the date of the grant of said Conservation Easement.

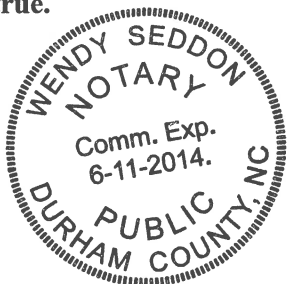
Easement Grantor: *William A. McFarland* Date: *9-25-09*  
William A. McFarland  
Easement Grantor: *Blanche J. McFarland* Date: *9-25-09*  
Blanche J. McFarland

This is to certify that I, Jane Korest, as an authorized representative of the holder of a Conservation Easement granted to the County of Durham, State of North Carolina, on land in the County of Durham, North Carolina, know as Little Mountain Farm, to be recorded at the Durham County Register of Deeds, am familiar with the condition of the land subject to said Conservation Easement and, in compliance with section 1:170A-14(g)(5) of the federal tax regulations, do acknowledge and certify that the completed Baseline Documentation Report, taken together and separately, is an accurate representations of the Protected Property as of the date of the grant of said Conservation Easement.

Easement Holder: *Jane Korest* Date: *9-25-09*  
Jane Korest  
Durham County Farmland & Open Space Program  
Open Space & Real Estate Manager

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

On this 25th day of September, 2009 William A. McFarland, Blanche J. McFarland and Jane Korest the above-named all personally appeared before me and made the oath that the foregoing description and acknowledgements made on personal knowledge are true.

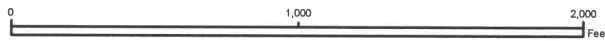
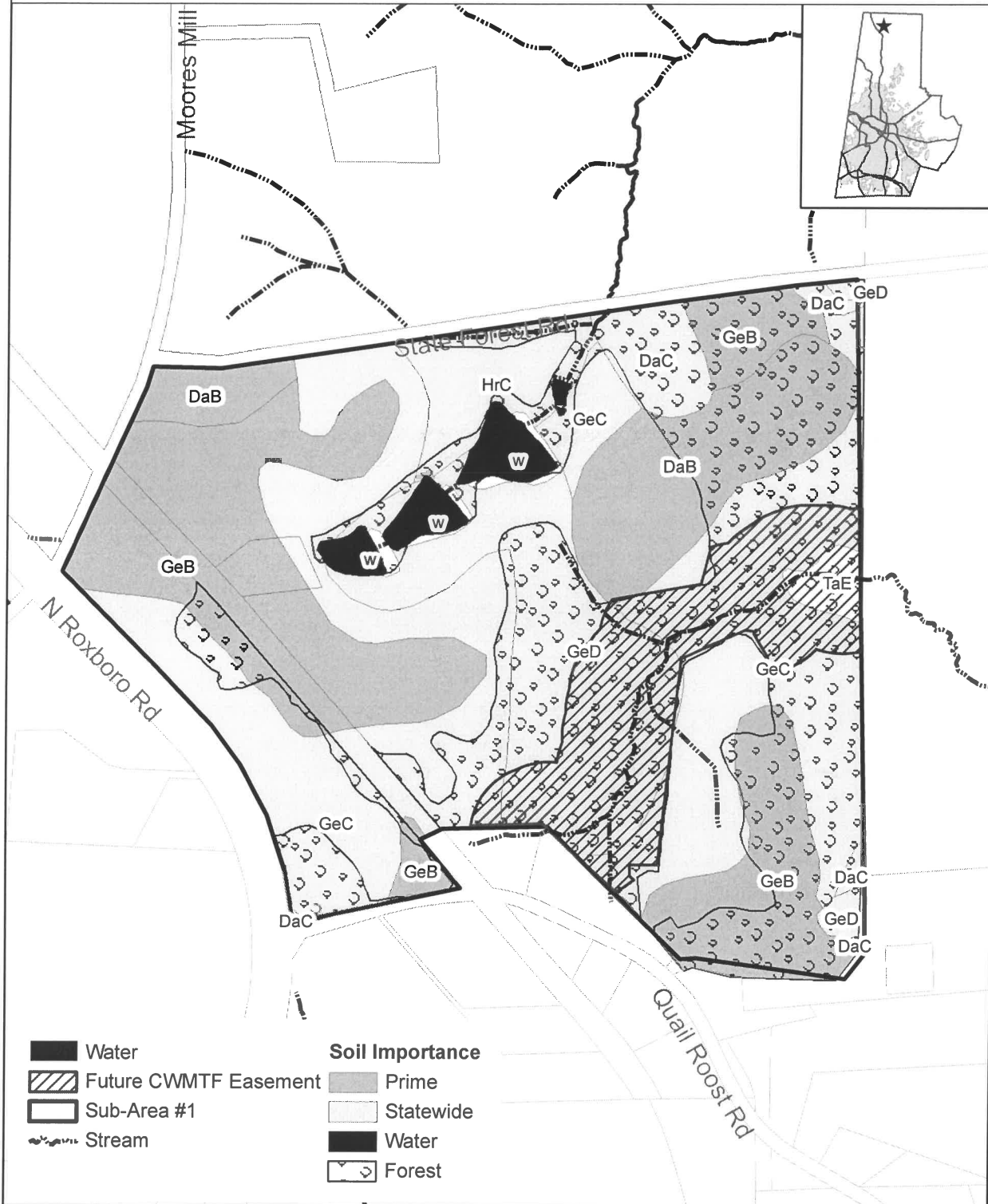


*Wendy Seddon*  
Notary Public

Wendy Seddon  
Print name of Notary Public

My commission expires: *6-11-2014*

# Exhibit E-1: Little Mountain Farm Easement Sub-Area #1 - Soils

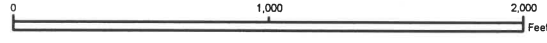
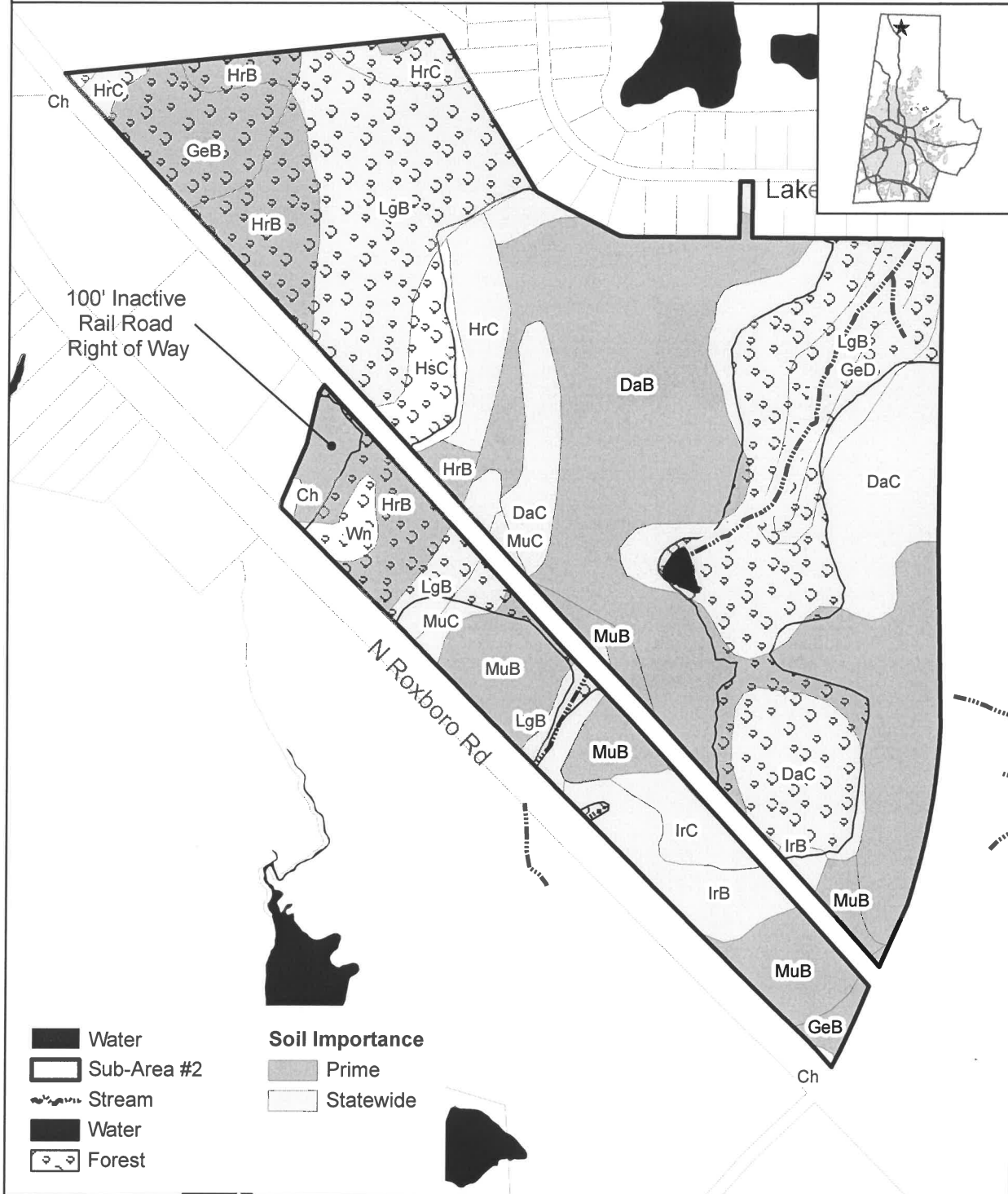


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

## Exhibit E-2: Little Mountain Farm Easement Sub-Area #2 - Soils

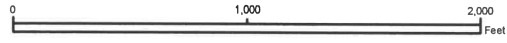
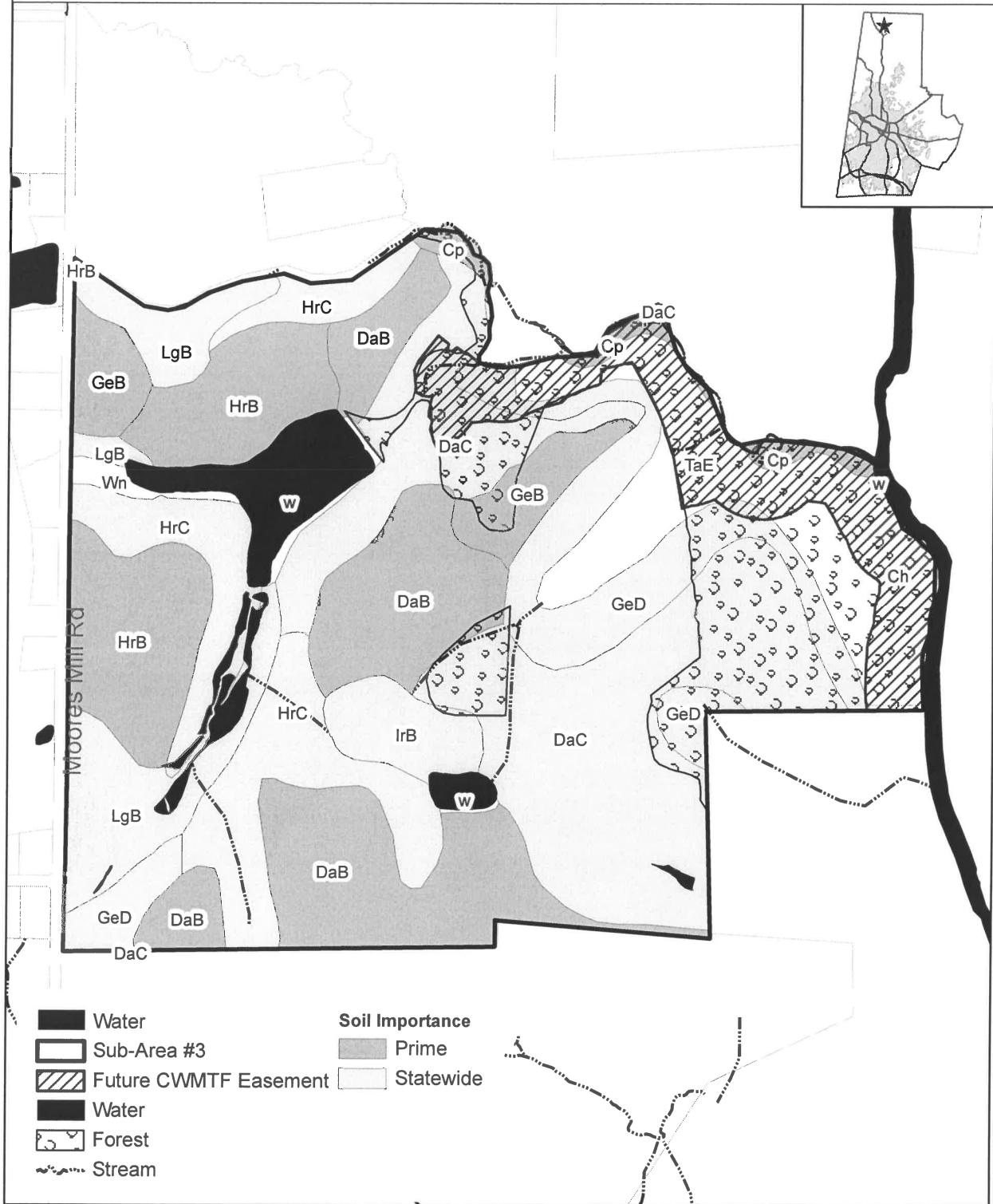


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

# Exhibit E-3: Little Mountain Farm Easement Sub-Area #3 - Soils

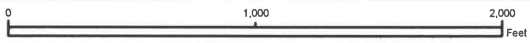
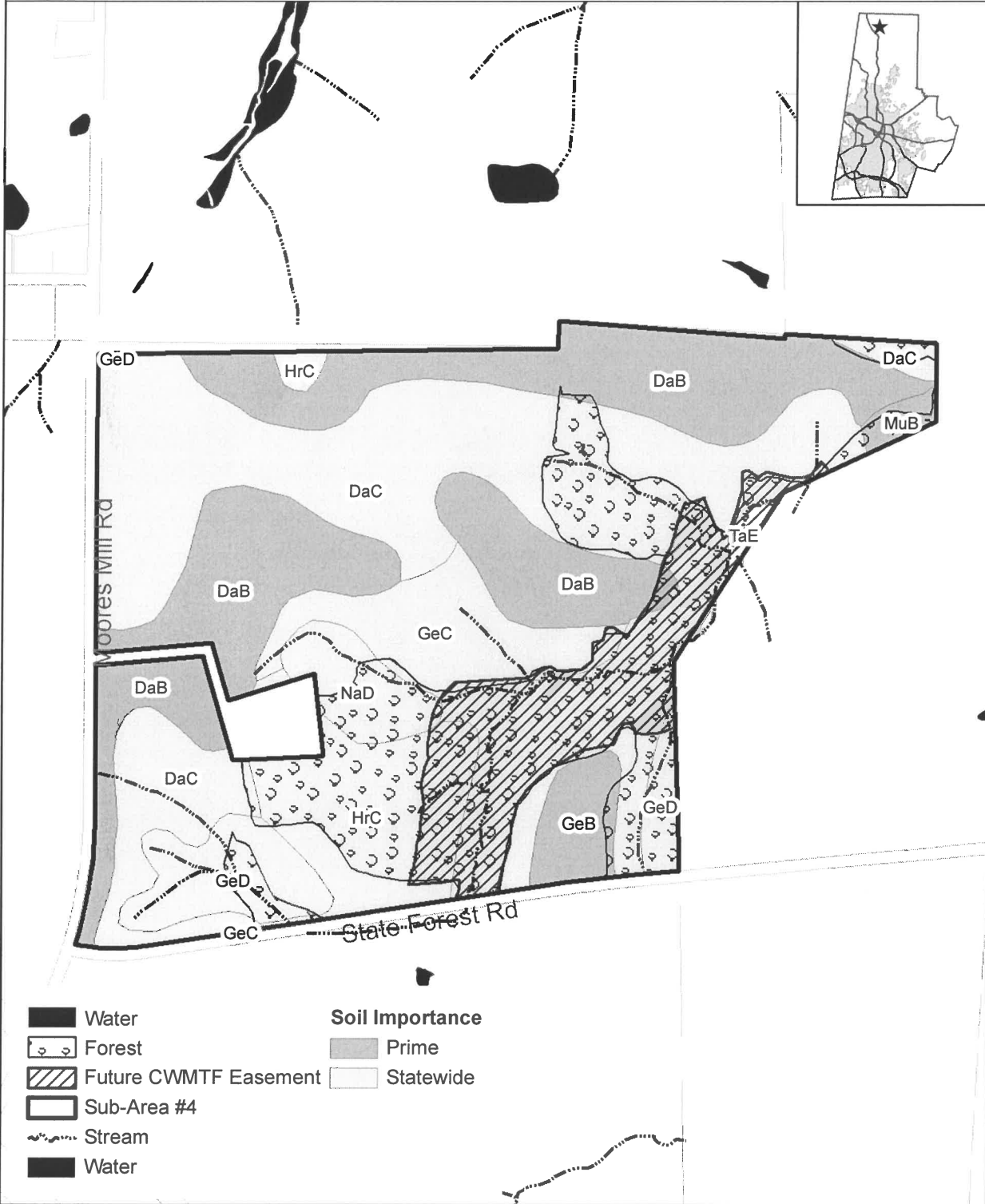


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

# Exhibit E-4: Little Mountain Farm Easement Sub-Area #4 - Soils

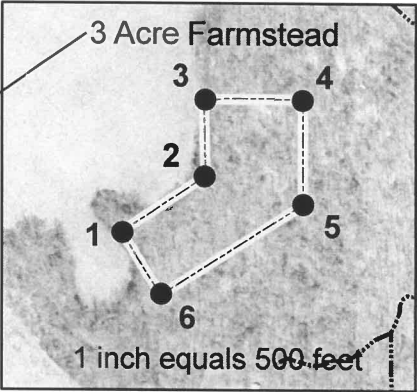
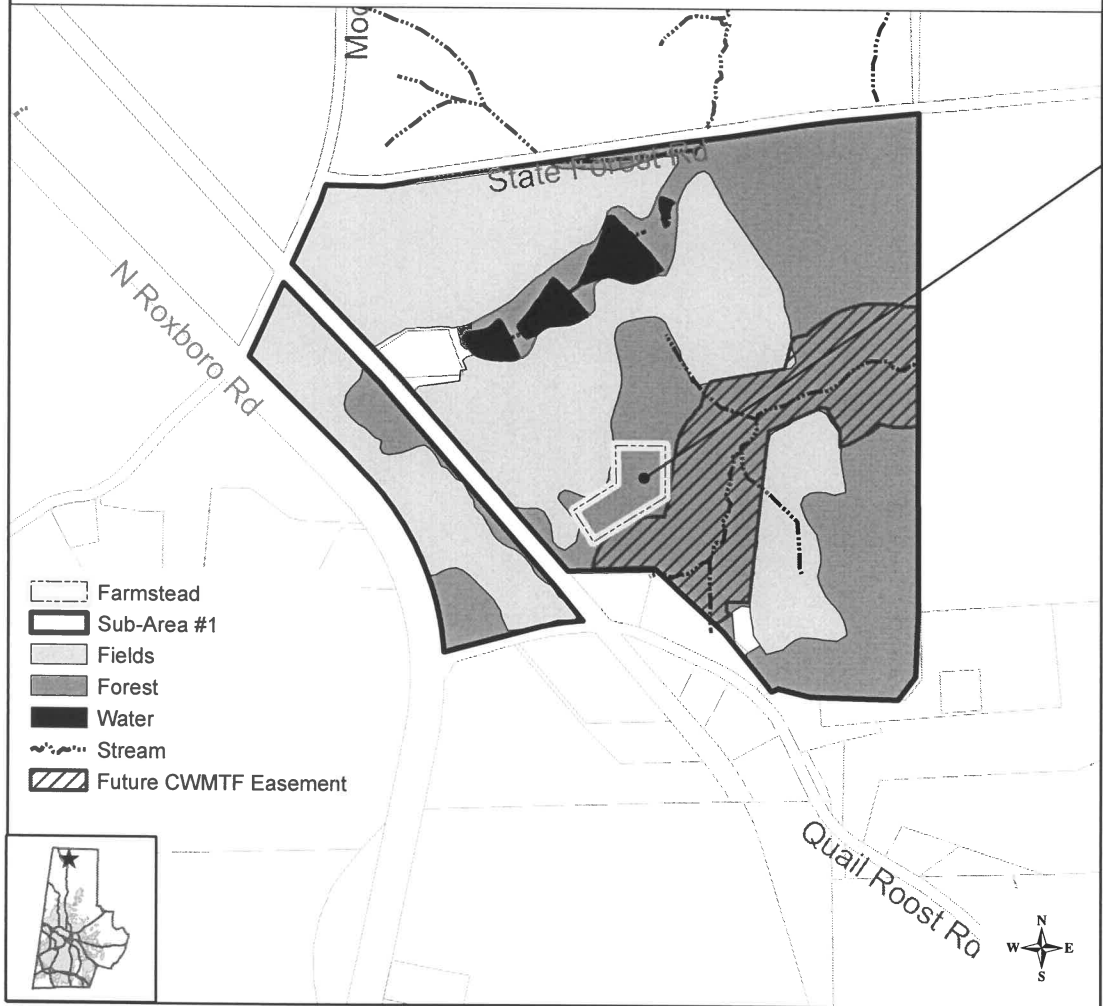


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION

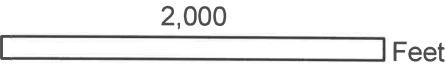


Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

## Exhibit F-1: Little Mountain Farm Easement Sub-Area #1 - Farmstead and Reference Points



Farmstead Coordinates	
1 - N 889426.7074	E 2029613.4249
2 - N 889474.1843	E 2029764.7522
3 - N 889839.1663	E 2029913.1261
4 - N 889779.2864	E 2030112.8603
5 - N 889445.6701	E 2029981.6064
6 - N 889191.8936	E 2029741.9254

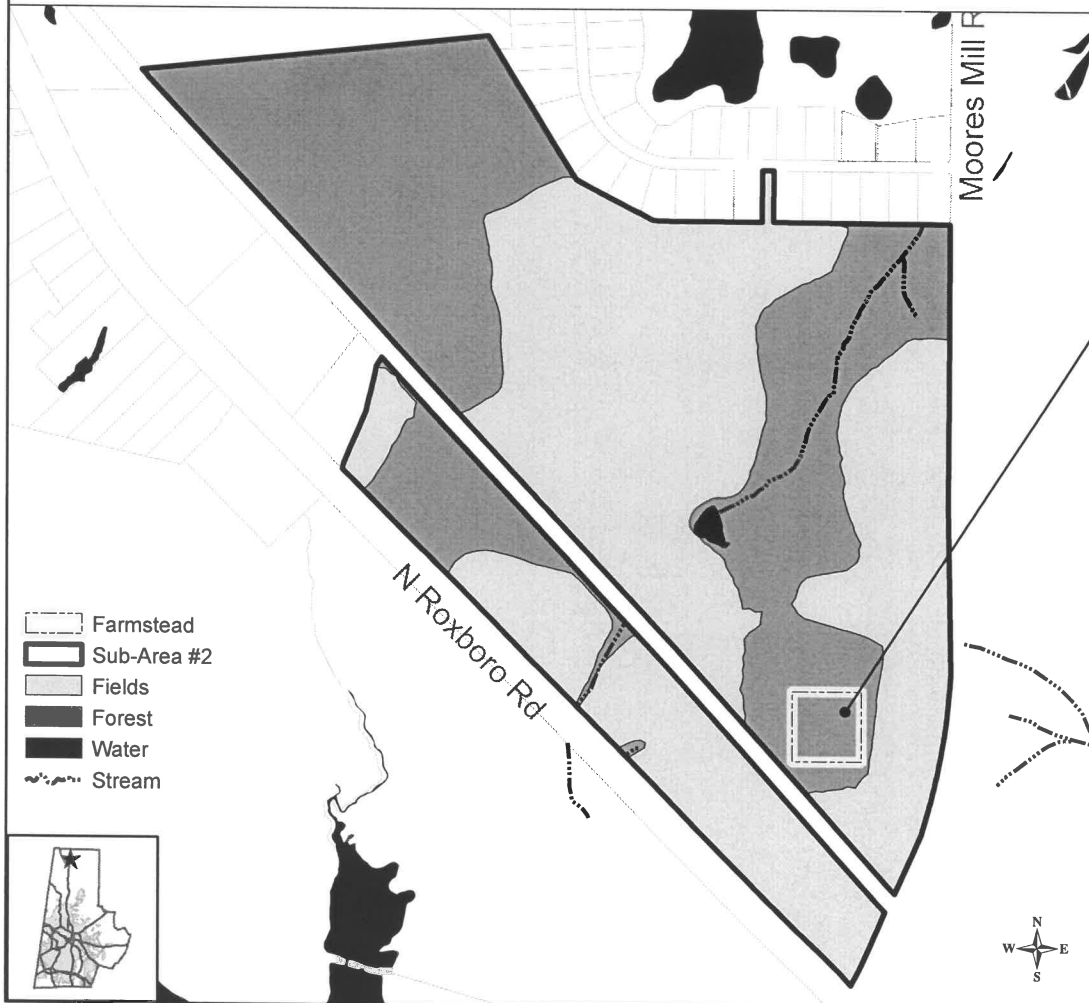


Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



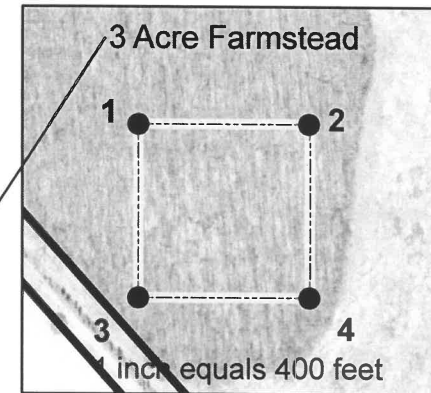
## Exhibit F-2: Little Mountain Farm Easement Sub-Area #2 - Farmstead and Reference Points



- Farmstead
- Sub-Area #2
- Fields
- Forest
- Water
- Stream



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009



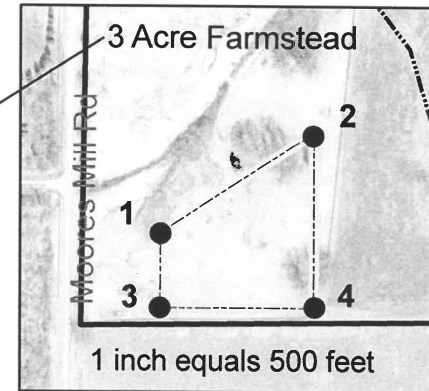
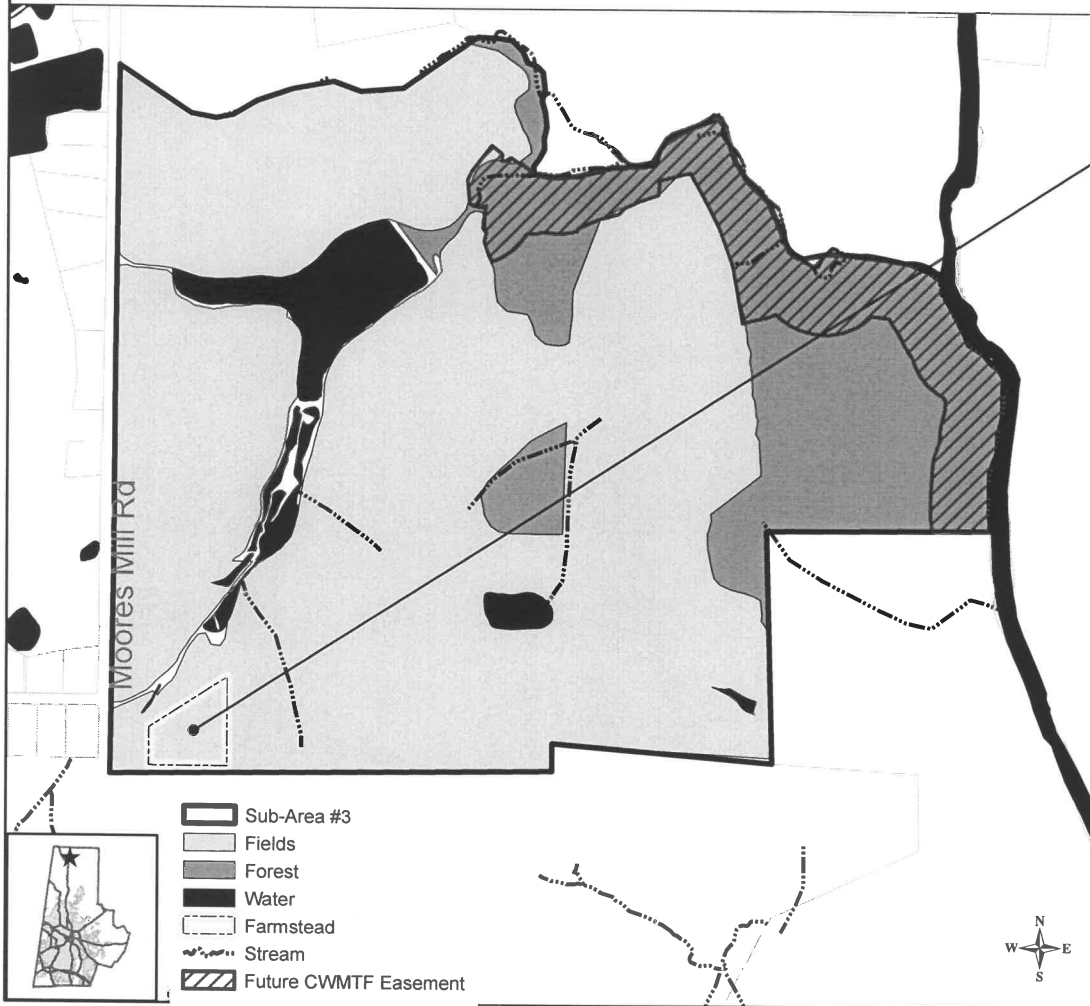
### Farmstead Coordinates

- 1 - N 891790.5852  
E 2027560.7580
- 2 - N 891790.7870  
E 2027922.2579
- 3 - N 891429.0852  
E 2027560.9598
- 4 - N 891429.2870  
E 2027922.4597



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

## Exhibit F-3: Little Mountain Farm Easement Sub-Area #3 - Farmstead and Reference Points



### Farmstead Coordinates

- 1 - N 897397.0263  
E 2028693.2280
- 2 - N 894706.2993  
E 2029026.6155
- 3 - N 894159.5965  
E 2028696.2251
- 4 - N 894166.6829  
E 2029033.4273

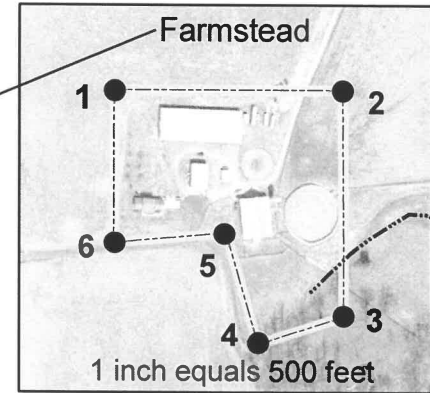
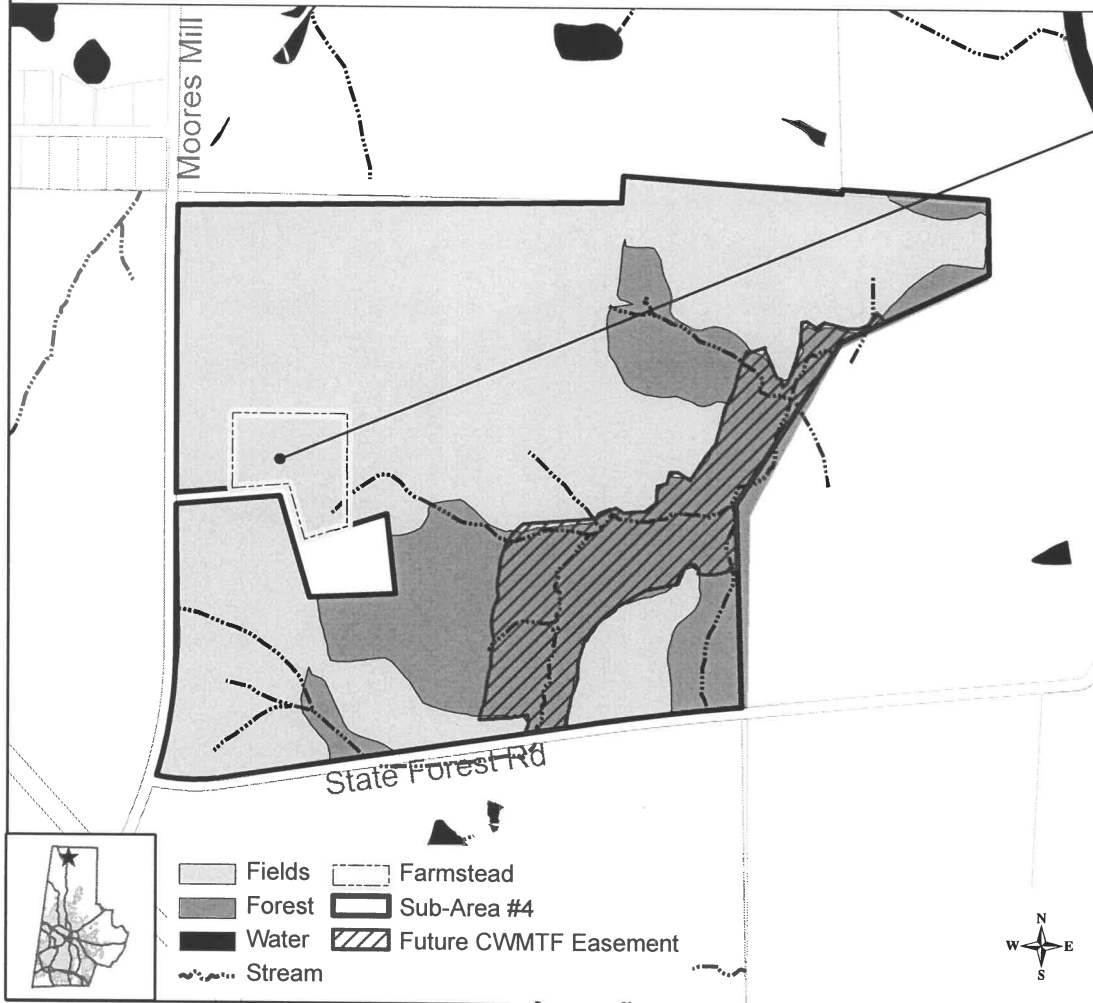


Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

2,000  
\_\_\_\_\_ Feet

## Exhibit F-4: Little Mountain Farm Easement Sub-Area #4 - Farmstead and Reference Points



### Farmstead Coordinates

- 1 - N 893044.1643  
E 2028735.7758
- 2 - N 893044.1643  
E 2029309.7204
- 3 - N 892482.4842  
E 2029309.7204
- 4 - N 892413.1397  
E 2029092.1465
- 5 - N 892703.9632  
E 2029007.7471
- 6 - N 892680.2981  
E 2028735.7758

2,000

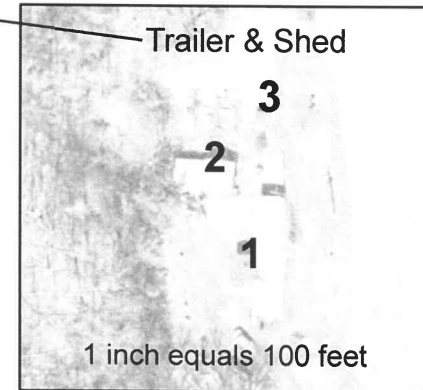
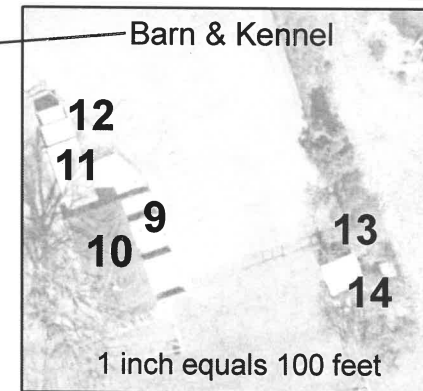
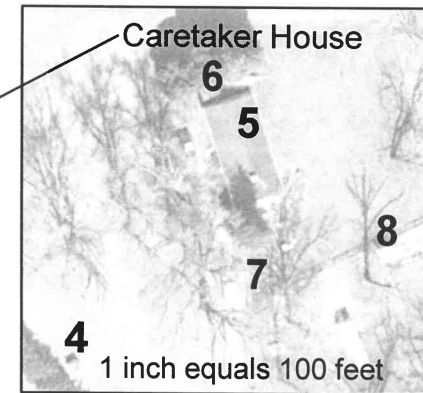
\_\_\_\_\_ Feet



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

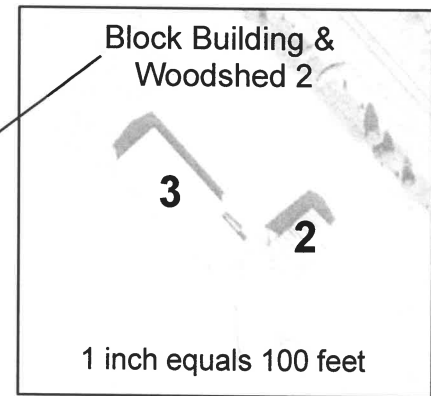
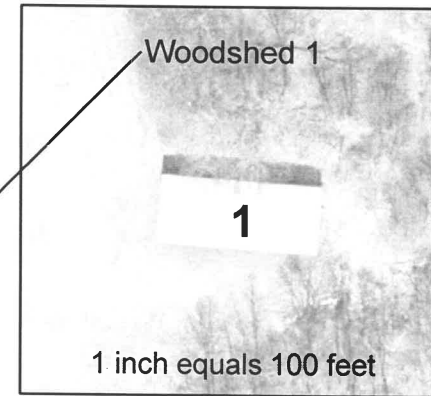
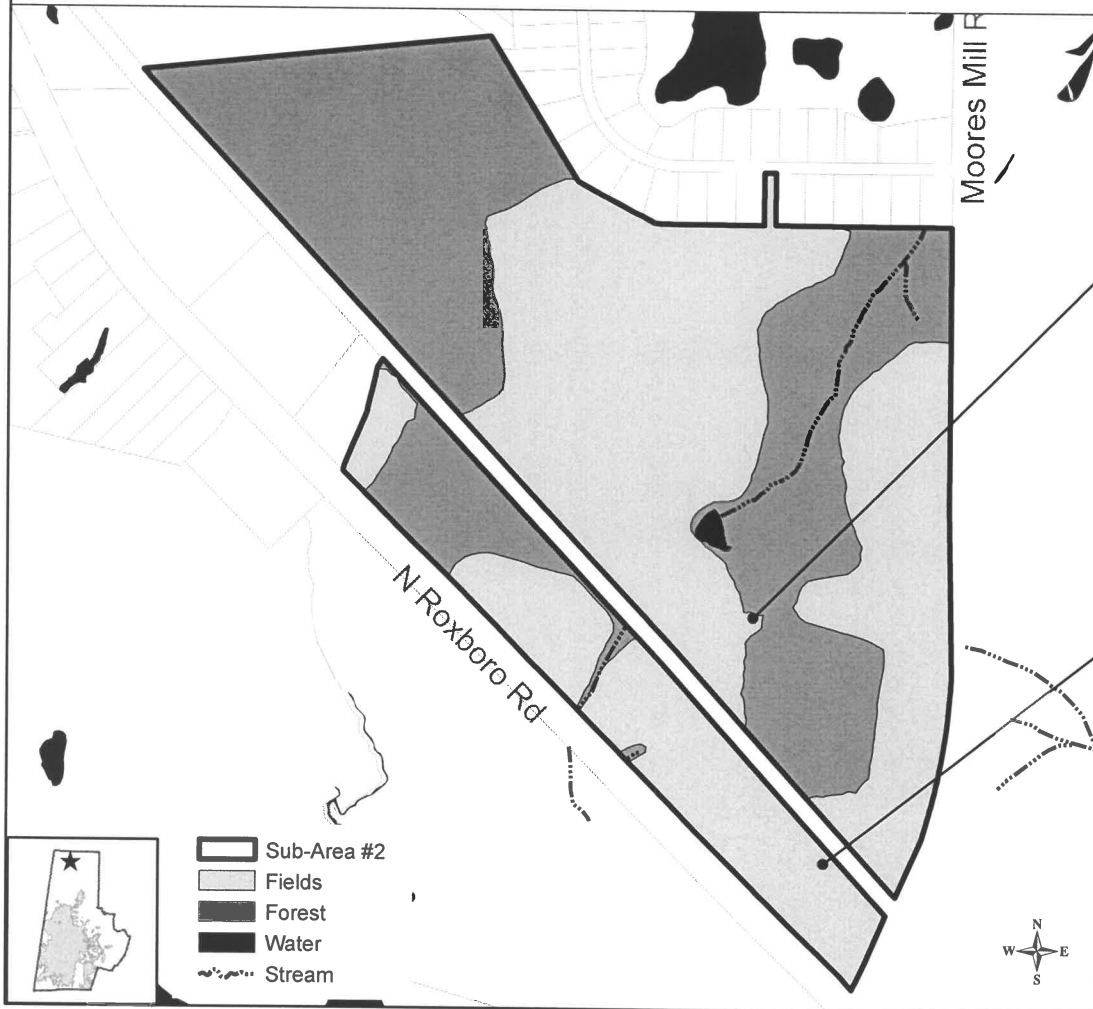
# Exhibit G-1: Little Mountain Farm Easement Sub-Area #1 - Existing Impervious Surface



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

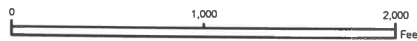
Exhibit G-2: Little Mountain Farm Easement  
Sub-Area #2 - Existing Impervious Surface



- Sub-Area #2
- Fields
- Forest
- Water
- Stream

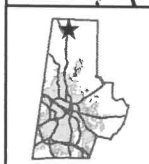
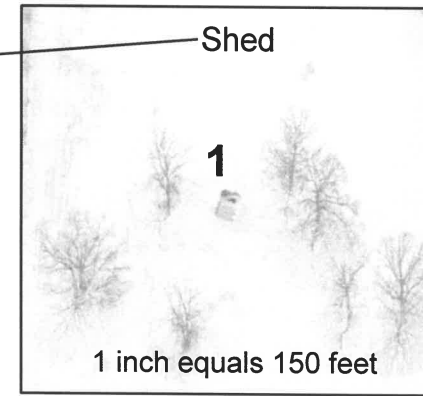
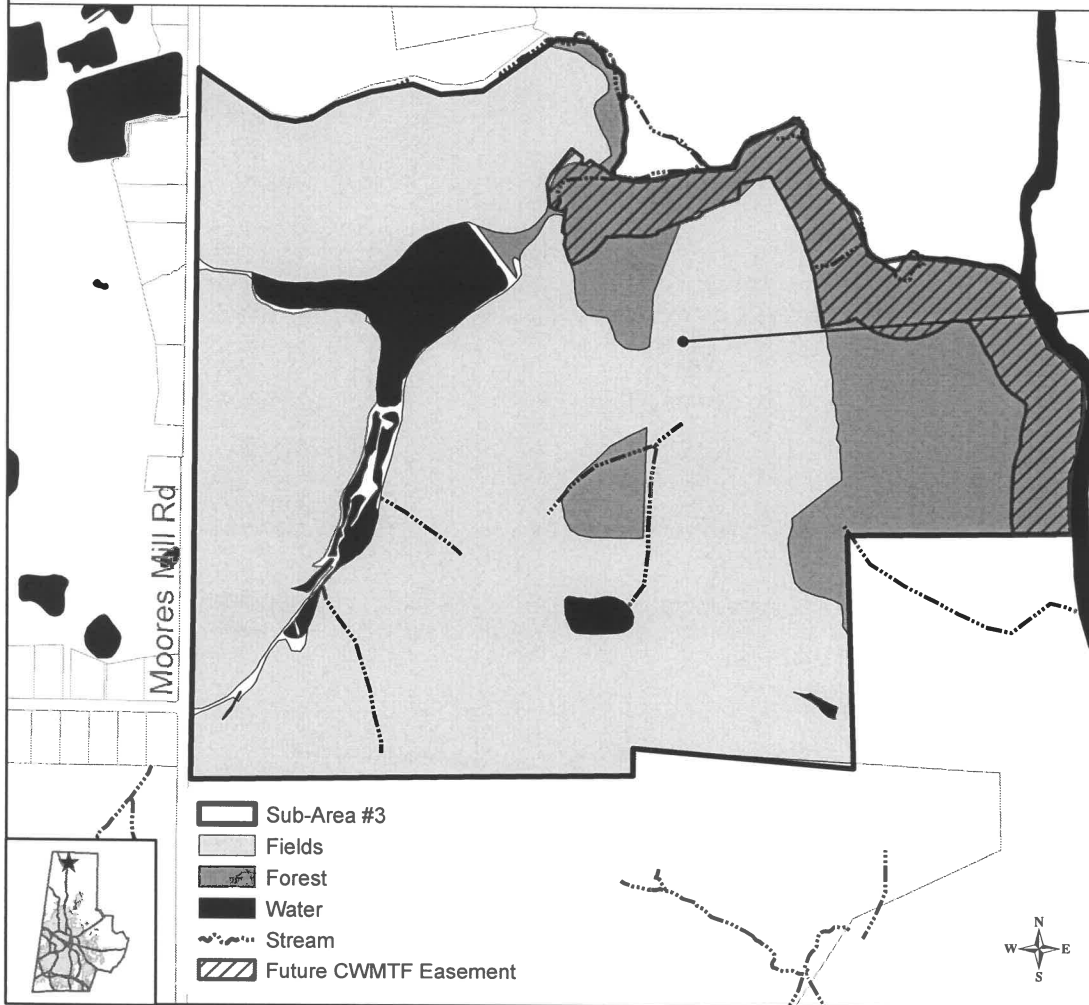


Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

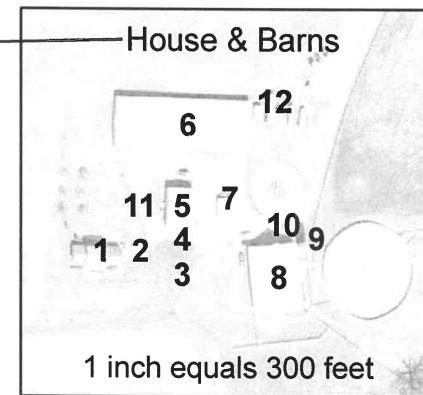
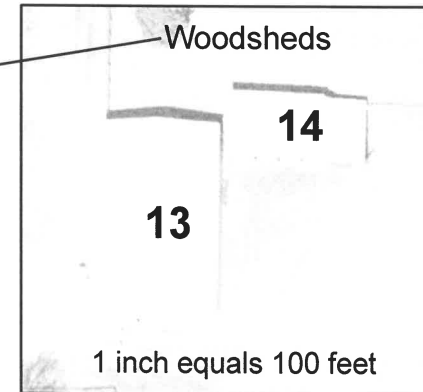
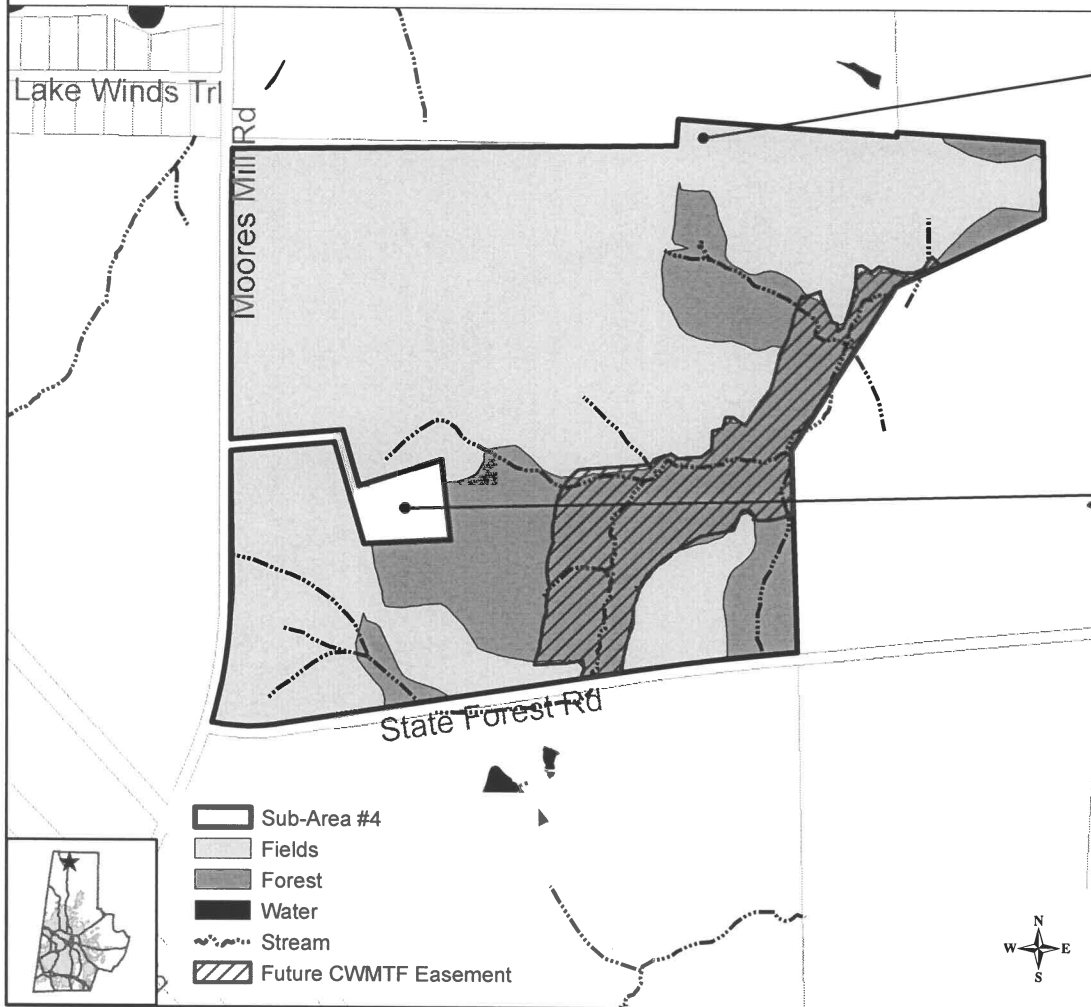
# Exhibit G-3: Little Mountain Farm Easement Sub-Area #3 - Existing Impervious Surface



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

# Exhibit G-4: Little Mountain Farm Easement Sub-Area #4 - Existing Impervious Surface



Prepared by:  
Open Space & Real Estate Division  
Durham County Engineering Dept.  
September 2009

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

**Exhibit G-5: Little Mountain Farm Easement Impervious Surface Calculations**

<b>Total Easement Area</b>	<b>Acres</b> 842.01	<b>Allowable Impervious Surface</b> 2%	<b>Total Farm Amount Permitted in Square feet</b> 733,559.11
----------------------------	------------------------	---	---

<b>Feature #</b>	<b>Name</b>	<b>Impervious surface</b>
<b>Impervious Surface Identified On Survey:</b>		
<b>Sub-Area #1</b>		
1	Trailer	971
2	Shed/Lean-to	419
3	Well House	32
4	Well House	23
5	House	1,524
6	Shed	83
7	Shed	52
8	Shed	138
9	Concrete Pad	2,835
10	Kennel	1,404
11	Kennel	585
12	Shed	57
13	Shed	217
14	Concrete Pad	65
	Existing Impervious Surface	8,405
	Amount Remaining:	120,256
<b>Sub-Area #2</b>		
1	Wood Shed 1	2,435
2	Wood Shed 2 (removed, but was 473 Sq. Ft.)	0
3	Block Building	1,796
	Existing Impervious Surface	4,231
	Amount Remaining:	193,583
<b>Sub-Area #3</b>		
1	Shed	142
	Existing Impervious Surface	142
	Amount Remaining:	243,426



**Sub-Area #4**

1	House	2,493
2	Concrete Drive/Walkway	1,617
3	Asphalt Drive	5,253
4	Concrete Pad	830
5	Shed	2,433
6	Shed	16,904
7	Shed	600
8	Barn	7,088
9	Silo	135
10	Concrete Pad	1,061
11	Well House	6
12	Shed	287
13	Shed	6,057
14	Shed	2,101
	Existing Impervious Surface	46,865
	Amount Remaining:	116560
<hr/>		
	Total Existing Impervious Surface as of September 2009	59,643
	Total Amount Remaining:	673,926