Chair
Rodney Cheek

Planning Director
Libby Hodges

Commissioner's Meeting Room
124 W. Elm Street
Graham, NC 27253
December 8, 2016 at 7:00 PM

ALAMANCE COUNTY PLANNING BOARD

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF PLANNING BOARD MINUTES

1. October 13, 2016

IV. PUBLIC COMMENTS*

V. BOARD/COMMISSIONER RESPONSES

VI. NEW BUSINESS

1. 2016SW00006: Motes Creek Mitigation Bank – Waiver Application
2. Planning Board Applications for terms beginning 2017:
   - Cheek, Newlin Township, for term expiring December 31, 2019
   - Brooks, Faucette Township, for term expiring December 31, 2019
   - Pritchett, Morton Township, for term expiring December 31, 2019

VII. OLD BUSINESS
(none)

VIII. ANNOUNCEMENTS/DISCUSSION

1. Ordinance Combination Update
2. Update on Vision Alamance – Goal/Pillar Committees in January
3. 2017 Work Plan/Performance Management Goals
4. Set first meeting for January 12, 2016, 7pm, as the "Annual Business Meeting"

IX. ADJOURNMENT

**Meeting Notes:*

1. *Those wishing to make public comments should sign-in prior to the meeting.*
2. *In order to be fair and ensure that all citizens wishing to speak may be heard, the Chair may place time limits on public comments.*
3. *Any further discussion by the public on a given agenda item is subject to the discretion of the Chair of the Planning Board*

ALAMANCE COUNTY PLANNING BOARD
REGULAR MEETING MINUTES

Thursday, October 13, 2016
7:00 p.m., Board of County Commissioners Room

Members Present	**Members Absent**	**Staff Present**
Rodney Cheek	Anne Meletzke (E)	Libby Hodges, *Planning Director*
Gene Brooks	Rob Countiss (E)	
Jody Tyree	Monte Holland	
Cletus Dodson	Edgar Pritchett	
Ravi Balan	Eddie Boswell	
David Spruill		
Debra Hyder		
Lee Isley		

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF PLANNING BOARD MINUTES

1. August 11, 2016
   - Motion to approve: Spruill
   - Second: Tyree
   - Vote: Unanimous

IV. PUBLIC COMMENTS

1. None**.**

V. BOARD/COMMISSIONER RESPONSES

1. None.

VI. NEW BUSINESS

1. 2016SW00004: 5305 George Miles Rd. – Setback Waiver
   - Staff presented the waiver report to the Board. Mr. Hines was present to answer any questions and speak on behalf of the application.
   - Motion to recommend approval: Brooks
   - Second: Spruill
   - Vote: Unanimous

2. 2016SW00005: 1655 Crawford Rd. – Setback Waiver
   - Staff presented the waiver report to the Board. Mr. Nakrani and Mr. Benjamin Best was present to answer questions and speak on behalf of the application.
   - Motion to recommend approval: Spruill
   - Second: Dodson
   - Vote: Unanimous

3. Height Restriction Ordinance Revisions
   - Staff presented the proposed revisions to the Height Restriction Ordinance. The Board is asked to recommend the ordinance changes to the Board of Commissioners to set a public hearing.

- Motion to recommend approval: Brooks
- Second: Spruill
- Vote: Unanimous

4. Subdivision Ordinance Revisions – Engineered Option Sewage Systems, typo correction and adjustment of bond amount.
   - Board discussed the additional revision to move the TRC requirement to 14 lots to match requirements for the Private Road and all other proposed changes. Recommended to be shown to the Board of Commissioners at the next available meeting.
   - Motion: Brooks
   - Second: Tyree/Balan
   - Vote: Unanimous

VII. **OLD BUSINESS**

VIII. ANNOUNCEMENTS/DISCUSSION

1. Ordinance Research Update – board reviewed memorandum explaining current ordinances and possible combinations to streamline code enforcement and reduce the total number of ordinances. The Board recommended that staff follow items 1, 2 and 3b from the memorandum.
2. Board Term Expirations – call for applications.
3. Work Plan: Staff presented last year's work plan; asked for any items for next year and updated the board on the status of all projects.
4. Staff presented the Alamance County Strategic Plan – Vision Alamance.
5. Mr. Cheek reminded the Board of the Christmas Party: will be held Dec. 13, 2016, 5pm at the Cutting Board in Burlington. Will be held with the Historic Properties Commission.
6. Mr. Brooks asked for clarification of the term limit for those appointed to finish out another member's term. Staff will clarify and contact the Board.

IX. ADJOURNMENT

- Board moved to adjourn at approximately 8 pm.
- Motion: Spruill
- Second: Brooks
- Vote: Unanimous

Respectfully Submitted, December 8, 2016.

Libby Hodges
Planning Director

Alamance County
PLANNING DEPARTMENT
215 N. Graham Hopedale Rd.
Burlington, NC 27215
Tel. (336) 570-4053

Case Number: 2016 SW0006

Submittal Date: 11/7/2016

Subdivision Ordinance Waiver Application

Applicant Name:	Restoration Systems, LLC
Property Owner Name (if different):	Thomas F. Dodson (Conservation Easement - Restoration Systems, LLC)
Project Name:	Motes Creek Mitigation Bank
Parcel Address:	Located South of Mt. Willen Rd.
Parcel ID:	162397 Portion of Conservation Easement / New Tract 1 - 172740 / New Tract 2 - 172775
Proposed Use:	Permanent Conservation Easement
Section(s) of the Ordinance being varied:	No sections provided for conservation easements

Instructions:

Please provide the following items:

- [x] The application form has been fully completed, signed and notarized.
- [x] Applicant has had a pre-application conference with Planning Department representatives in the past three (3) months.
- [x] Inclusion of exhibits and/or sketches of proposed development in sufficient detail to identify all waived requirements from the Subdivision Ordinance.
- [x] Inclusion of an explanation of the purpose and intent of this waiver, including what is to be accomplished by granting this waiver and why your property is unable to comply with the ordinance requirements.
- [x] Application fee. *($300.00)*

Applicants are encouraged to provide documents providing written justification and graphic exhibits as needed to illustrate current conditions, the effects of the Ordinance as currently written, and the justifications required below. Any application materials should be clearly labeled for content and relate to all of the findings.

Alamance County
PLANNING DEPARTMENT
215 N. Graham Hopedale Rd.
Burlington, NC 27215
Tel. (336) 570-4053

The following conditions *may* constitute justification for waiving the standards of this Ordinance:

Section 34.11 Cluster Development or Planned Unit Development: Standards and requirements of this Ordinance may be modified in the case of a plan and program for a complete Cluster Development or Planned Unit Development where satisfactory evidence is presented that compliance with the standards and requirements of this Ordinance would cause an unusual, unnecessary, and substantial hardship, and if such developments provides adequate public spaces and improvements for pedestrian and vehicular circulation, recreation, light, air, service needs of the tract, and continued maintenance of on-site group or public utilities when fully developed and populated, and which also provides such covenants, financial guarantees and other legal provisions to guarantee conformity to and achievement of the total development plan.

Section 34.12 Site Conditions: Where, because of natural features or other existing physical conditions peculiar to the site, compliance with the standards and requirements of this Ordinance would cause an unusual and unnecessary hardship to the subdivider, waivers may be permitted, provided that such waivers will not have the effect of nullifying the purpose of these regulations.

Please note: Alamance County does not produce a verbatim transcript of the Planning Board and County Commissioner hearing proceedings. If a verbatim transcript is required, the applicant or party requesting said transcript shall be responsible for arranging, producing and payment of all expenses for the production of said transcript. Alamance County shall in no manner be responsible for providing a verbatim transcript of public hearings. Signing this application indicates the applicant's understanding and acceptance of this policy.

All of the items required by this application must be turned in to the Planning Department, by 5:00 p.m. of the prescribed deadline. Incomplete applications will not be accepted. Applications submitted after the deadline will be held until the next deadline for processing.

Alamance County
PLANNING DEPARTMENT
215 N. Graham Hopedale Rd.
Burlington, NC 27215
Tel. (336) 570-4053

Statement of Acceptance:

I swear/affirm that the information provided in this application is true and accurate to the best of my knowledge. I certify that any copies of documents I did not create myself are true, accurate, and complete copies of the original documents.

Thomas Frank Dodson — 10-18-2016
Property Owner — Date

[illegible] on behalf of Restoration Systems, LLC — 10/18/2016
Applicant — Date

Sworn to and subscribed before me this
18 day of October, 20 16.

Dickie G. Batten
Notary Public
Dickie G Batten
Printed Name of Notary Public
My Commission Expires: 10-15-2018

DICKIE G. BATTEN
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 10-15-2018

For Internal Use
Received by: [illegible] Date 11/8/2016

Date of Planning Board hearing:
Date of Board of Commissioners hearing:

9-36-27
9-36-194
9-36-195

K2 DESIGN GROUP, P.A.
Land Design, GPS, GIS, Sedimentation & Erosion Control, Environmental, Marine & Land Surveying

September 28, 2016

Alamance County, Planning Dept.
215 N. Graham Hopedale Rd.
Burlington, NC 27215

Dear Sir/Madam,

We are working on a project in Alamance County and are requesting a Subdivision Ordinance Waiver. This project is named the Motes Creek Mitigation Bank, and is a permanent Conservation Easement. This conservation Easement has been recorded in DB 3488, Pg. 636 (see attachment 1) and PB 77, Pg. 245 (see attachment 2)

The majority of this conservation easement is located on the lands of Thomas Frank Dodson. In order to complete this conservation easement, two (2) tracts of land were added to the Thomas Frank Dodson original tract, these were added via recombination deeds and have been recorded in DB 3443, PG 744 and DB 3443, PG 750 (see attachment 3 and 4)

These two (2) tracts of land are shown as New Tract 1 and New Tract 2 on the proposed map of record. (see attachment 5) These two (2) tracts of land came from Patricia Ann Dodson and Rodger L. Dodson originally, before being conveyed to Thomas Frank Dodson for the purpose of a permanent conservation easement.

In order to provide for family harmony and good will, the family wishes to have these two (2) tracts conveyed to Restoration Systems, LLC (the holder of the permanent conservation easement) so that Thomas Frank Dodson does not have title to these two (2) tracts, thus allowing that the family has not conveyed any of their land to other family members. Thomas Frank Dodson will also no longer be responsible for taxes on these tracts that are no longer useable land.

In order to complete this, a subdivision of land is created, however these tracts are protected by a permanent conservation easement and may not be improved. The only access to these lot will be by foot through the existing conservation easement for the purpose of monitoring as no vehicular traffic is allowed in the conservation easement. (See attachment 5, for statement concerning this on proposed map of record)

It is hoped that the Alamance Planning Department will grant a Subdivision Waiver for this, as the owner Thomas Frank Dodson does not wish to have any additional access granted across his land for these two tracts, and wishes the only access be granted through the conservation easement via foot traffic only. Restoration Systems, LLC, has no concerns or issues with this being the only access to these tracts.

5688 U.S. HWY. 70 EAST - GOLDSBORO, NC 27534
919.751.0075 - k2design@suddenlink.net

I have also attached (see attachment 6) a contact sheet of all parties and an overall aerial map showing the topography of the site (see attachment 7). If you have any questions feel free to contact myself or William B. Aycock, Esq.

Sincerely,

John A. Rudolph, PLS/CPESC

5688 U.S. HWY. 70 EAST - GOLDSBORO, NC 27534
919.751.0075 - k2design@suddenlink.net

FILED
ALAMANCE COUNTY, NC
HUGH WEBSTER
REGISTER OF DEEDS

FILED	Nov 18, 2015
AT	10:25:25 am
BOOK	03488
START PAGE	0636
END PAGE	0647
INSTRUMENT #	19354
EXCISE TAX	$338.00

LD

Excise Tax: $338.00

Drafted by and return to: Schell Bray PLLC
100 Europa Drive, Suite 271
Chapel Hill, NC 27514

STATE OF NORTH CAROLINA

PERMANENT CONSERVATION EASEMENT

COUNTY OF ALAMANCE

THIS PERMANENT CONSERVATION EASEMENT ("Conservation Easement") made this 18th day of November, 2015 by and between Thomas Frank Dodson and wife, Lisa B. Dodson, and Sylvia Harrell Dodson, holder of a life estate in the Property (collectively, "Grantor") and RESTORATION SYSTEMS, LLC, a North Carolina limited liability company ("Grantee").

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

RECITALS

WHEREAS, Grantor owns in fee simple certain real property situated, lying and being in Thompson Township, Alamance County, North Carolina, more particularly described as the Conservation Easement Area in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, Grantor and Grantee desire to facilitate the establishment of an environmental mitigation bank on the Property as more particularly described herein; and

WHEREAS, Grantee agrees that it shall cause the appropriate environmental mitigation and restoration to be accomplished on the Property as more particularly set forth herein and, upon completion of such restoration and mitigation, Grantee will assign this Conservation Easement to a non-profit corporation or trust whose purpose is the conservation of property and which is qualified to be the grantee of a conservation

ATTACHMENT 1

12/20

easement pursuant to N.C. Gen. Stat. §121-34 et. seq. and Internal Revenue Code §170(h); and

WHEREAS, the preservation of the Property is required and governed by Grantee's Upper Cape Fear 02 Umbrella Mitigation Bank ("Mitigation Banking Instrument") to be filed with the North Carolina Division of Water Resources ("DWR"); and

WHEREAS, Grantor and Grantee agree that third-party right of enforcement shall be held by the U.S. Army Corps of Engineers, Wilmington District ("Corps" and including any successor agencies) and DWR and that these rights are in addition to, and do not limit, the rights of the parties to the Mitigation Banking Instrument.

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor hereby unconditionally and irrevocably grants and conveys unto Grantee, its heirs, successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Property described on Exhibit A, together with the right to preserve and protect the conservation values thereof, as follows:

ARTICLE I.
DURATION OF EASEMENT

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

ARTICLE II.
PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purpose of this Conservation Easement is prohibited. The Property shall be preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Property.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A. Disturbance of Natural Features. Any change disturbance, alteration or impairment of the natural features of the Property or any introduction of non-native plants and/or animal species is prohibited.

B. Construction. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility

pole, tower, conduit, line, pier, landing, dock or any other temporary or permanent structure or facility on or above the Property.

C. Industrial, Commercial and Residential Use. Industrial, residential and/or commercial activities, including any right of passage for such purposes are prohibited.

D. Agricultural, Grazing and Horticultural Use. Agricultural, grazing, animal husbandry, and horticultural use of the Property are prohibited.

E. Vegetation. There shall be no removal, burning, destruction, harming, cutting or mowing of trees, shrubs, or other vegetation on the Property.

F. Roads and Trails. There shall be no construction of roads, trails or walkways on the Property; nor enlargement or modification to existing roads, trails or walkways.

G. Signage. No signs shall be permitted on or over the Property, except the posting of no trespassing signs, signs identifying the conservation values of the Property, signs giving directions or proscribing rules and regulations for the use of the Property and/or signs identifying the Grantor as owner of the property.

H. Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Property is prohibited.

I. Excavation, Dredging or Mineral Use. There shall be no grading, filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Property, except to restore natural topography or drainage patterns.

J. Water Quality and Drainage Pattern. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited.

K. Development Rights. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

L. Vehicles. The operation of mechanized vehicles, including, but not limited to, motorcycles, dirt bikes, all-terrain vehicles, cars and trucks is prohibited.

M. Other Prohibitions. Any other use of, or activity on, the Property which is or may

become inconsistent with the purposes of this grant, the preservation of the Property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

ARTICLE III
GRANTOR'S RESERVED RIGHTS

The Grantor expressly reserves for itself, and its successors or assigns, the right to continue the use of the property for all purposes not inconsistent with this Conservation Easement, including, but not limited to, the right to quiet enjoyment of the Property, the rights of ingress and egress, the right to hunt, fish, and hike on the Property, the right to sell, transfer, gift or otherwise convey the Property, in whole or in part, provided such sale, transfer or gift conveyance is subject to the terms of, and shall specifically reference, this Conservation Easement.

Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its successors and assigns, the right to construct wetland and stream mitigation on the Property, in accordance with the detailed mitigation plan approved in accordance with the Mitigation Banking Instrument.

ARTICLE IV.
GRANTEE'S RIGHTS

The Grantee or its authorized representatives, successors and assigns, and the Corps and DWR shall have the right to enter the Property at all reasonable times for the purpose of inspecting the Property to determine if the Grantor, or its successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The Grantee shall also have the right to enter and go upon the Property for purposes of making scientific or educational observations and studies, and taking samples. The easement rights granted herein do not include public access rights.

ARTICLE V
ENFORCEMENT AND REMEDIES

A. To accomplish the purposes of this Easement, Grantee is allowed to prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall notify the Grantor in writing of such breach. The Grantor shall have 30 days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after 30 days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under

such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement. The costs of a breach, correction or restoration, including the Grantee's expenses, court costs, and attorneys' fees, shall be paid by Grantor, provided Grantor is determined to be responsible for the breach. The Corps shall have the same right to enforce the terms and conditions of this easement as the Grantee.

B. No failure on the part of the Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right to Grantee to enforce the same in the event of a subsequent breach or default.

C. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Property resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees; or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

ARTICLE VI
MISCELLANEOUS

A. Warranty. Grantor warrants, covenants and represents that it owns the Property in fee simple, and that Grantor either owns all interests in the Property which may be impaired by the granting of this Conservation Easement or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Property which have not been expressly subordinated to this Conservation Easement. Grantor further warrants that Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement, and that Grantor will warrant and defend title to the Property against the claims of all persons.

B. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Property. The Grantor agrees to provide written notice of such transfer at least sixty (60) days prior to the date of the transfer. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the Corps and DWR.

C. Assignment. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

D. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

E. Obligations of Ownership. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantor shall keep the Property free of any liens or other encumbrances for obligations incurred by Grantor. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

F. Extinguishment. In the event that changed conditions render impossible the continued use of the Property for the conservation purposes, this Conservation Easement may only be extinguished, in whole or in part, by judicial proceeding.

G. Eminent Domain. Whenever all or part of the Property is taken in the exercise of eminent domain so as to substantially abrogate the Restrictions imposed by this Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking, and all incidental and direct damages due to the taking.

H. Proceeds. This Conservation Easement constitutes a real property interest immediately vested in Grantee. In the event that all or a portion of this Property is sold, exchanged, or involuntarily converted following an extinguishment or the exercise of eminent domain, Grantee shall be entitled to the fair market value of this Conservation Easement. The parties stipulate that the fair market value of this Conservation Easement shall be determined by multiplying the fair market value of the Property unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of this easement at the time of this grant to the value of the Property (without deduction for the value of this Conservation Easement) at the time of this grant. The values at the time of this grant shall be the values used, or which would have been used, to calculate a deduction for federal income tax purposes, pursuant to Section 170(h) of the Internal Revenue Code (whether eligible or ineligible for such a deduction). Grantee shall use its share of the proceeds in a manner consistent with the purposes of this Conservation Easement.

I. Notification. Any notice, request for approval, or other communication required under this Conservation Easement shall be sent by registered or certified mail, postage prepaid, to the following addresses (or such address as may be hereafter specified by notice pursuant to this paragraph):

To Grantor:

Thomas Frank Dodson and wife, Lisa B. Dodson
5077 NC Highway 54
Graham, NC 27253

To Grantee:

Restoration Systems, LLC
1101 Haynes Street, Suite 211
Raleigh, North Carolina 27604

To the Corps:

U.S. Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

J. Failure of Grantee. If at any time Grantee is unable or fails to enforce this Conservation Easement, or if Grantee ceases to be a qualified grantee, and if within a reasonable period of time after the occurrence of one of these events Grantee fails to make an assignment pursuant to this Conservation Easement, then the Grantee's interest shall become vested in another qualified grantee in accordance with an appropriate proceeding in a court of competent jurisdiction.

K. Amendment. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the conservation purposes of this grant.

L. Present Condition of the Property. The wetlands, scenic, resource, environmental, and other natural characteristics of the Property, and its current use and state of improvement, are described in Section ___, Appendix B of the Mitigation Plan, dated, prepared by Grantor and acknowledged by the Grantor and Grantee to be complete and accurate as of the date hereof. Both Grantor and Grantee have copies of this report. It will be used by the parties to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, this report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

[signatures continued on the following page]

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

Thomas Frank Dodson (SEAL)
THOMAS FRANK DODSON

Lisa B. Dodson (SEAL)
LISA B. DODSON

Sylvia Harrell Dodson (SEAL)
SYLVIA HARRELL DODSON

NORTH CAROLINA
COUNTY OF Guilford

I, Dickie G. Batten, a Notary Public in and for the County and State aforesaid, do hereby certify that **Thomas Frank Dodson and wife, Lisa B. Dodson** and **Sylvia Harrell Dodson**, collectively, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 18th day of November, 2015.

Dickie G. Batten
Notary Public

My commission expires:

10-15-2018

DICKIE G. BATTEN
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires

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

Restoration Systems, LLC
By: _____
Its: VP

NORTH CAROLINA
COUNTY OF Guilford

I, Dickie G. Batten, a Notary Public in and for the County and State aforesaid, do hereby certify that Fredrick Worth Creech Jr., Grantee, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 18th day of November, 2015.

Dickie G. Batten
Notary Public

My commission expires:

10-18-2018

DICKIE G. BATTEN
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 10-18-2018

Exhibit A

MOTES CREEK CONSERVATION EASEMENT

BEING all of those certain conservation easement sections labeled "Section A," "Section B," "Section C," and "Section D" of the Motes Creek Mitigation Bank, lying and being situated in Thompson Township, Alamance County, North Carolina and shown on that certain plat of survey entitled "Conservation Easement Survey for Restoration Systems, LLC of the Motes Creek Mitigation Bank" by K2 Design Group P.A., dated November 11, 2015, and recorded in Book 91, Page(s) 245 of the Alamance County Registry (the "Survey") (all distances are ground distances unless otherwise noted):

Section "A"

Beginning at an iron stake (Point of Beginning) labeled as Point No. 43 and being the Eastern most corner of Section "A" and being located South 78°32'53" West 240.14 feet from an iron stake (Point No. 518) with N.C. Grid Coordinates N=815,091.8737', E=1,916,001.7815' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 43), South 41°57'53" West 81.90' to an iron stake; thence, South 53°47'20" West 59.75' to an iron stake; thence South 03°03'38" East 302.50' to an iron stake; thence South 74°24'37" East 16.62' to an iron stake; thence South 01°27'09" West 198.63' to an iron stake; thence North 68°59'29" West 180.15' to an iron stake; thence North 36°08'06" West 86.44' to an iron stake; thence North 90°00'00" West 197.17' to an iron stake; thence North 00°17'48" West 57.55' to an iron stake; thence North 00°10'28" West 200.33' to an iron stake; thence North 79°51'56" East 38.39' to an iron stake; thence North 21°26'06" East 107.75' to an iron stake; thence North 38°12'56" East 50.15' to an iron stake; thence North 62°12'57" East 277.91' to an iron stake; thence North 24°30'49" East 58.91' to an iron stake; thence North 24°30'49" East 76.25' to an iron stake; thence North 51°41'03" East 38.03' to an iron stake; thence South 07°00'58" East 31.03' to an iron stake; thence South 15°05'58" East 189.26' to an iron stake (Point No. 43) which is the Point of Beginning, having an area 4.91 acres All iron stakes set on conservation easement, unless otherwise noted, are No. 5 Rebar with Yellow Plastic Cap inscribed: "Conservation Easement".

Section "B"

Beginning at an iron stake (Point of Beginning) labeled as Point No. 29 and being the Northwestern most corner of Section "B" and being located South 28°46'40" West 543.88 feet from an iron stake (Point No. 518) with N.C. Grid Coordinates N=815,091.8737', E=1,916,001.7815' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 29), South 56°09'03" East 76.78' to an iron stake; thence North 77°14'04" East 74.10' to an iron stake; thence South 63°48'35" East 134.49' to an iron stake; thence South 20°40'59" East 65.63' to an iron stake; thence South 61°56'39" East 71.08' to an iron stake; thence South 71°13'48" East 114.50' to an iron stake; thence South 60°38'07" East 261.27' to an iron stake; thence North 62°54'19" East 235.96' to an iron stake; thence North 72°41'25" East 242.41' to an iron stake; thence South 70°34'16" East 102.88' to an iron stake; thence South 01°16'40" East 58.67' to an axle; thence, South 01°16'40" East 75.30' to an iron stake; thence North 81°24'48" West 98.80' to an iron stake; thence South 77°47'57" West 138.82' to an iron stake; thence South 66°08'33" West 167.00' to an iron stake; thence South 26°57'42" West 64.83' to an iron stake; thence South 62°05'30" West 73.33' to an iron stake; thence North 77°13'14" West 104.87' to an iron stake; thence North 68°30'27" West 121.54' to an iron stake; thence South 82°18'44" West 76.61' to an iron stake; thence South 10°54'15" West 56.49' to an iron stake; thence South 34°00'58" West 119.91' to an iron stake; thence South 18°25'25" East 30.20' to an iron stake; thence South 70°32'53" East 43.02' to an iron stake; thence South 13°46'22" East 65.15'

to an iron stake; thence South 87°47'45" West 114.54' to an iron stake; thence North 01°11'33" East 45.08' to an iron stake; thence South 87°47'45" West 69.08' to an iron stake; thence North 11°35'05" West 89.18' to an iron stake; thence North 26°16'24" East 110.52' to an iron stake; thence North 06°45'17" West 162.31' to an iron stake; thence North 40°31'57" West 64.60' to an iron stake; thence North 68°59'29" West 245.02' to an iron stake; thence North 01°27'09" East 189.46' to an iron stake (Point No. 29) which is the Point of Beginning, having an area 6.14 acres. All iron stakes set on conservation easement, unless otherwise noted, are No. 5 Rebar with Yellow Plastic Cap inscribed: "Conservation Easement".

Section "C"

Beginning at an iron stake (Point of Beginning) labeled as Point No. 71 and being the Southernmost corner of Section "C" and being located North 83°49'32" West 208.89 feet from an iron stake (Point No. 518) with N.C. Grid Coordinates N=815,091.8737', E=1,916,001.7815' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 71), North 15°05'58" West 125.56' to an iron stake; thence North 07°00'58" West 55.21' to an iron stake; thence North 51°41'03" East 292.53' to an iron stake; thence North 14°27'09" East 64.80' to an iron stake; thence North 38°44'00" West 25.45' to an iron stake; thence North 82°45'11" East 184.36' to an iron stake; thence North 82°56'06" East 149.77' to an iron stake; thence North 62°28'21" East 36.91' to an iron stake; thence North 73°52'36" East 63.88' to an iron stake; thence South 88°58'13" East 113.88' to an iron stake; thence South 72°01'11" East 26.52' to an iron stake; thence North 82°07'15" East 64.70' to an iron stake; thence North 59°35'25" East 82.22' to an iron stake; thence North 73°47'10" East 55.88' to an iron stake; thence South 13°46'07" East 78.00' to an iron stake; thence South 13°46'07" East 67.60' to an iron stake; thence South 67°18'08" West 160.03' to an iron stake; thence South 89°16'27" West 188.54' to an iron stake; thence South 73°56'21" West 161.57' to an iron stake; thence South 61°14'18" West 322.58' to an iron stake; thence South 50°44'18" West 263.64' to an iron stake (Point No. 71) which is the Point of Beginning, having an area 4.12 acres. All iron stakes set on conservation easement, unless otherwise noted, are No. 5 Rebar with Yellow Plastic Cap inscribed: "Conservation Easement".

Section "D"

Beginning at an iron stake (Point of Beginning) labeled as Point No. 73 and being the Southernmost corner of Section "D" and being located North 04°12'27" West 486.64 feet from an iron stake (Point No. 518) with N.C. Grid Coordinates N=815,091.8737', E=1,916,001.7815' (NAD '83, 2011).

Thence from the Point of Beginning (Point No. 73), North 38°44'00" West 78.18' to an iron stake; thence North 23°48'13" West 182.98' to an iron stake; thence North 06°36'36" East 303.01' to an iron stake; thence North 31°51'17" East 106.33' to an iron stake; thence South 66°48'12" East 31.90' to an iron stake; thence North 32°44'07" East 63.87' to an iron stake; thence North 38°18'10" West 43.56' to an iron stake; thence North 18°14'18" East 185.84' to an iron stake; thence North 13°07'36" West 44.38' to an iron stake; thence North 59°03'35" East 58.37' to an iron stake; thence South 00°31'27" East 353.64' to an iron stake; thence South 00°31'27" East 215.74' to a pinched-top iron; thence South 00°31'27" East 197.40' to an axle; thence South 00°31'31" East 79.79' to an iron stake; thence South 42°40'31" East 102.45' to an iron stake; thence South 82°45'11" West 181.89' to an iron stake (Point No. 73) which is the Point of Beginning, having an area 3.31 acres. All iron stakes set on conservation easement, unless otherwisc noted, are No. 5 Rebar with Yellow Plastic Cap inscribed: "Conservation Easement".

ALL TOGETER WITH those certain non-exclusive, permanent access easements for ingress, egress and regress and future utility easement labeled "Access Easement 1," "Access Easement 2," "Access Easement 3," and "Access Easement 4" as shown on the Survey.

VICINITY MAP (NTS)

LEGEND:

ISS - IRON STAKE SET
ECM - EXISTING CONCRETE MARKER
EIP - EXISTING IRON PIPE
EN - EXISTING NAIL
MNS - MAG NAIL SET
EIS - EXISTING IRON STAKE
EPP - EXISTING PUMP PIPE
PPS - PUMP PIPE SET
NMC - NON-MONUMENTED CORNER
R/W - RIGHT OF WAY
EOP - EDGE OF PAVEMENT
E/B - EASEMENT BOUNDARY
CL - CENTERLINE
UP - UTILITY POLE
B.M. - BOOK OF MAP
D.B. - DEED BOOK
PG. - PAGE
● No. 5 REBAR FLUSH WITH GRADE
CONSERVATION EASEMENT LINE
TIE DOWN LINE
RIGHT OF WAY LINE OR ADJOINER LINE
OLD PROPERTY LINE
UTILITY LINE
CENTERLINE OF NEW 20'
ACCESS EASEMENTS
PROGRESS ENERGY EASEMENT

CURRENT OWNERS

THOMAS FRANK DODSON (SECTIONS "A", "B", "C" & "D"), AND PATSY C. DODSON (SECTION "E" ONLY)
PER D.B. 470, PG. 815,
D.B. 782, PG. 86; D.B. 3443, PG. 744
& D.B. 3443, PG. 750

DEED REFERENCE(S) (SEE DETAIL):

BEING A PORTION OF THE PROPERTIES RECORDED IN D.B. 3443, PG. 744, D.B. 3443, PG. 750, D.B. 470, PG. 815 & D.B. 782, PG. 98 OF THE ALAMANCE COUNTY REGISTER OF DEEDS.

MAP REFERENCE(S) (SEE DETAIL):

BEING A PORTION OF TRACT 1 RECORDED IN P.B. 41, PG. 198 OF THE ALAMANCE COUNTY REGISTER OF DEEDS.

STATE OF NORTH CAROLINA
COUNTY OF WAKE ALAMANCE

Filed for registration at _____ M. _____, 2015 in the Register of Deeds

Office. Recorded in B.M. _____, PG. _____

Register of Deeds _____ By _____

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, Lillian Hodges, Review Officer of Alamance County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

11/18/2015 Review Officer

CERTIFICATION OF EXEMPTION:

I (We) hereby certify that I am (We are) the Owner(s) of the property shown and described hereon, which was conveyed to me (us) by deed recorded in Book 2484, Page 908, Book 752, Page 265 & Book 1446, Page 278 and that the subdivision of the property shown on this plat is an exception to the Subdivision Ordinance of Alamance County, North Carolina under Section 32.1.

11/18/15 Thomas Frank Dodson
Date Owner (Thomas Frank Dodson) (SECTIONS "A", "B", "C", & "D")

11/18/15 Patsy C. Dodson
Date Owner (Patsy C. Dodson) (SECTION "E" ONLY)

11/18/2015
Date Alamance County Subdivision Administrator

FILED Nov 18, 2015 10:25:24 am
BOOK 00077
PAGE 0245 THRU 0245
INST # 19353
EXCISE TAX (None)

FILED
ALAMANCE COUNTY NC
HUGH WEBSTER
REGISTER OF DEEDS

SURVEYORS CERTIFICATION(S)

Surveyor's disclaimer: No attempt was made to locate any cemeteries, wetlands, hazardous material sites, underground or aboveground utilities or any other features above, or below ground other than those shown.

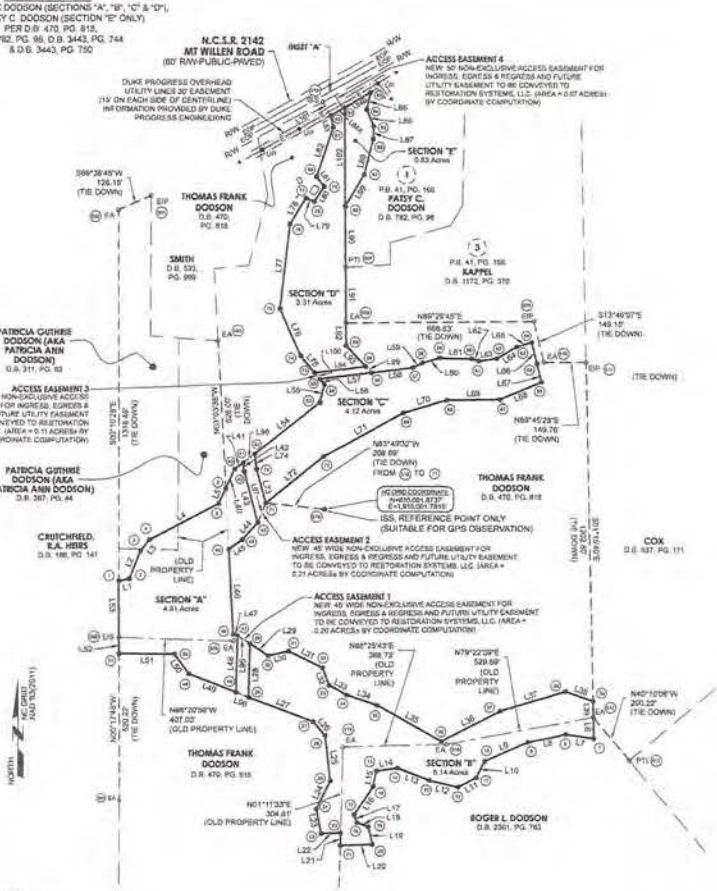
I certify that the survey is of another category (conservation easement), such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

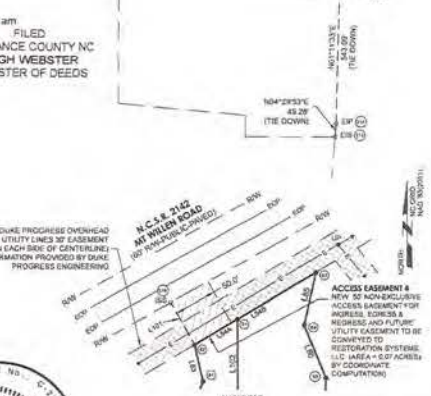
I JOHN A. RUDOLPH, certify that this plat was drawn under my supervision from (an actual survey made under my supervision) (deed description recorded in Book SEE, Page REFS, etc.) (other); that the ratio of precision as calculated by latitudes and departures is 1 / 10,000+; that the boundaries not surveyed are shown as broken lines plotted from information found in B.M. XX, Page XX; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number, and seal this 11th day of November, A.D. 2015.

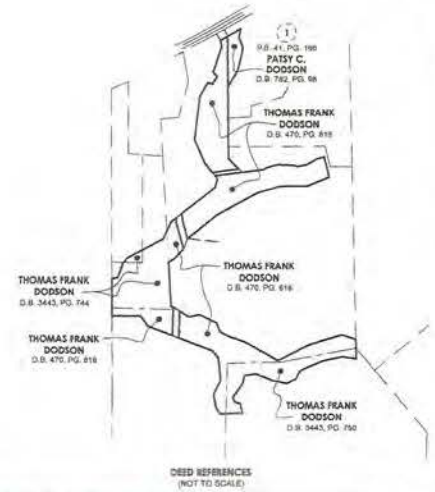
SEAL OR STAMP

NORTH CAROLINA PROFESSIONAL SEAL L-4194 LAND SURVEYOR JOHN A. RUDOLPH

Surveyor L-4194







DEED REFERENCES
(NOT TO SCALE)

LINE DATA ALONG SECTION "A"

LINE	BEARING	DISTANCE
L1	N75°51'56"E	75.10'
L2	N21°26'39"E	107.73'
L3	N38°12'58"E	50.13'
L4	N60°11'23"E	277.94'
L5	N24°20'49"E	58.91'
L40	N24°20'49"E	78.23'
L41	N51°41'03"E	26.00'
L42	S07°00'58"E	31.03'
L43	S15°05'56"	189.26'
L44	S41°57'31"W	81.90'
L45	S33°41'20"W	59.75'
L46	S03°00'38"E	302.02'
L47	S74°24'17"E	19.92'
L48	S61°27'05"W	188.63'
L49	N88°56'29"W	180.13'
L50	N06°09'06"W	88.44'
L51	N90°20'00"W	197.17'
L52	N00°17'48"W	67.90'
L53	N00°10'28"W	200.53'

LINE DATA ALONG SECTION "B"

LINE	BEARING	DISTANCE
L6	S01°18'48"E	75.30'
L7	N81°24'46"W	68.60'
L8	S77°47'57"W	138.62'
L9	S86°56'16"W	167.02'
L10	S26°57'40"W	54.62'
L11	S60°08'30"W	73.33'
L12	N77°11'14"W	104.97'
L13	N80°00'22"W	121.54'
L14	S82°18'44"W	75.61'
L15	S17°54'13"W	56.49'
L16	S34°00'56"W	119.91'
L17	S18°22'25"	30.20'
L18	S70°52'53"E	43.00'
L19	S13°46'22"E	65.15'
L20	S87°47'45"W	114.54'
L21	N01°11'33"E	45.08'
L22	S87°47'45"W	69.08'
L23	N11°38'06"W	89.10'
L24	N38°10'24"E	113.32'
L25	N06°43'21"W	162.31'
L26	N40°31'57"W	54.60'
L27	N86°39'22"W	245.02'
L28	N01°17'09"E	189.46'
L29	S58°22'01"E	70.18'
L30	N77°11'33"E	74.10'
L31	S03°48'35"E	134.49'
L32	S20°40'36"E	66.83'
L33	S61°06'36"	71.09'
L34	S71°13'48"E	114.50'
L35	S80°58'07"E	261.27'
L36	N82°24'13"E	235.96'
L37	N72°41'28"E	242.41'
L38	S70°54'16"E	122.68'
L39	S01°16'43"E	58.67'

LINE DATA ALONG SECTION "C"

LINE	BEARING	DISTANCE
L54	N51°41'03"E	292.32'
L55	N14°27'09"E	64.60'
L56	N36°44'00"W	29.45'
L57	N82°42'13"W	184.28'
L58	N52°26'05"	149.77'
L59	N52°26'23"	36.91'
L60	N13°32'28"E	63.98'
L61	S88°56'23"	113.66'
L62	S72°53'11"E	26.52'
L63	N82°42'13"W	64.17'
L64	N59°35'25"E	82.22'
L65	N73°42'49"E	55.88'
L66	S13°46'22"E	13.50'
L67	S13°46'22"E	67.80'
L68	S87°19'08"W	160.03'
L69	S86°10'27"W	188.54'
L70	S73°52'21"W	161.07'
L71	S41°14'44"W	71.58'
L72	S80°44'18"W	263.84'
L73	N13°00'58"W	126.56'
L74	N07°00'58"W	55.21'

LINE DATA ALONG SECTION "D"

LINE	BEARING	DISTANCE
L75	N36°46'00"W	75.10'
L76	N03°48'13"W	152.86'
L77	N09°38'36"E	350.31'
L78	N31°51'27"E	106.23'
L79	S88°48'12"E	31.80'
L80	N32°44'07"E	53.87'
L81	N38°16'10"W	43.98'
L82	N18°14'18"E	185.84'
L83	N13°07'38"W	44.38'
L84	N50°00'35"E	58.37'
L100	S00°31'27"E	353.64'
L90	S00°31'27"E	215.74'
L91	S00°31'27"E	107.40'
L92	S00°31'31"E	70.78'
L93	S42°40'31"E	152.45'
L94	S42°45'11"W	161.69'

LINE DATA ALONG SECTION "E"

LINE	BEARING	DISTANCE
L48	N00°00'39"E	108.69'
L95	S12°50'57"W	53.31'
L96	S04°36'48"E	57.02'
L97	S01°42'04"W	45.05'
L98	S14°13'50"W	131.01'
L99	S10°46'20"W	130.76'
L102	N00°31'27"W	353.64

LINE DATA ALONG TIE DOWN LINES

LINE	BEARING	DISTANCE
L85	S56°20'08"E	51.90'
L86	N88°56'22"W	47.75'
L87	N21°33'11"E	78.41'
L88	S51°41'03"W	52.66'
L89	N42°45'31"W	30.98'
L101	S38°44'00"E	29.32'
L101	N29°35'37"W	56.93'

METADATA CORNER DESCRIPTIONS

CORNER #	DESCRIPTION
(1)	1.0" O.D. IRON PIPE FLUSH WITH GRADE
(2)	AXLE
(3)	AXLE 0.1' ABOVE GRADE
(4)	4.0" O.D. AXLE 0.1' ABOVE GRADE
(5)	4.0" O.D. GEAR AXLE 0.3' ABOVE GRADE WITNESSED BY 8" FENCE POST SOUTH OF SAID AXLE
(6)	1.0" O.D. AXLE 0.4' ABOVE GRADE WITNESSED BY 6" FENCE POST 0.5' SOUTHEAST OF SAID AXLE
(7)	1.0" O.D. PINCHED TOP IRON 0.4' ABOVE GRADE
(8)	5.0" O.D. AXLE 0.5' ABOVE GRADE
(9)	1.0" O.D. IRON PIPE 0.5' ABOVE GRADE WITNESSED BY 8" DIA. FENCE POST 0.2' EAST OF SAID IRON
(10)	0.5" O.D. AXLE FLUSH WITH GRADE
(11)	1.0" O.D. IRON PIPE 0.1' ABOVE GRADE WITNESSED BY 12" DIA. FENCE POST 0.4' WEST OF SAID IRON
(12)	2.0" O.D. AXLE, BENT 0.1' ABOVE GRADE
(13)	No. 4 REBAR 0.5 ABOVE GRADE
(14)	3/4" O.D. IRON PIPE 0.2' ABOVE GRADE
(15)	AXLE 0.1' ABOVE GRADE
(16)	AXLE FLUSH WITH GRADE
(17)	1" O.D. PINCHED-TOP IRON 0.2' ABOVE GRADE WITNESSED BY 4" x 5" RECTANGULAR ROCK LAID OVER
(18)	No. 5 REBAR FLUSH WITH GRADE WITH CAP INSCRIBED: "CONTROL POINT K2 DESIGN" (SUITABLE FOR GPS OBSERVATION)
(19)	No. 5 REBAR FLUSH WITH GRADE

CONSERVATION EASEMENT ACREAGE DATA:

SECTION "A"	4.91 ACRES±
SECTION "B"	6.14 ACRES±
SECTION "C"	4.12 ACRES±
SECTION "D"	3.31 ACRES±
SECTION "E"	0.63 ACRES±

TOTAL CONSERVATION EASEMENT IS 19.11 ACRES± EXCLUDING ALL EASEMENTS AND RIGHT-OF-WAYS BY COORDINATE COMPUTATION

METADATA CORNER DESCRIPTIONS ALONG CONSERVATION EASEMENTS

CORNER #	DESCRIPTION
(1) THRU (31)	No. 5 REBAR FLUSH WITH GRADE WITH YELLOW PLASTIC CAP INSCRIBED: "CONSERVATION EASEMENT"

FEMA FLOOD STATEMENT:

ALL OF THE AREA REPRESENTED BY THIS PLAT IS NOT LOCATED IN A FLOOD HAZARD BOUNDARY ACCORDING TO FEMA MAP NUMBER(S) 3710981100J, ZONE(S) X, DATED SEPTEMBER 6, 2006.

GENERAL NOTES:

1) NOTE: NO ABSTRACT TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON (SEE REFERENCES). THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.

2) THE NCSPC SHOWN ON EIP (3/4) WERE OBTAINED FROM AN NGS OPUS SOLUTION. THIS OBSERVATION WAS STARTED ON 2015/04/02 14:50:00 AND ENDED ON 2015/04/02 18:03:00 USING A TOPCON HYPERLITE PLUS GPS UNIT. THE COMBINED FACTOR IS 0.99994464 (GEOID 2012a CONUS). THE DATUM IS NAD 83(2011). THE FOLLOWING BASE STATIONS WERE USED IN THE OPUS SOLUTION:

PID	DESIGNATION	LATITUDE	LONGITUDE
DJ6107	GREENSBORO 5 CORS ARP	N360403.612	W0794441.545
DG9328	DURH DURHAM COOP CORS ARP	N355946.129	W0785358.038
DF9213	NCBU BURLINGTON CORS ARP	N360529.586	W0790512.178

CONSERVATION EASEMENT SURVEY
FOR
RESTORATION SYSTEMS, LLC
OF THE
MOTES CREEK MITIGATION BANK

THOMPSON TOWNSHIP ALAMANCE COUNTY NORTH CAROLINA

300 150 0 300 600 900
GRAPHIC SCALE 1" = 300'

DRAWN BY: FGR
DATE: 11/11/15
DWG. NO.: RRS140MR15
SURVEYED BY: J.A.R.

K2 DESIGN GROUP, P.A.
5688 U.S. Hwy. 70 East
Goldsboro, NC 27534
Tel.: (919) 751-0675
k2design@suddenlink.net

NC LICENSE NO. C-2111 K2 DESIGN GROUP, P.A. CORPORATE SEAL 2000 NORTH CAROLINA

RESTORATION SYSTEMS, LLC
1101 HAYNES STREET
SUITE 211
RALEIGH, NC 27604

ATTACHMENT 2

77-245

As of the Date of this Certification, On the Real Property described in this Deed, there are No Delinquent Taxes Owed which are (1) ad valorem County Taxes, (2) ad valorem Municipal Taxes collected by Alamance County or (3) any other taxes collected by Alamance County.

Date: June 23, 2015

Deputy/Tax Collector: Jan M. Boyce

FILED
ALAMANCE COUNTY, NC
HUGH WEBSTER
REGISTER OF DEEDS

FILED	Jun 23, 2015
AT	10:06:54 am
BOOK	03443
START PAGE	0744
END PAGE	0749
INSTRUMENT #	10119
EXCISE TAX	$110.00

JP

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $110.00

Parcel Identifier No. A portion of PIN 9811554254 Verified by _____ County on the ____ day of_____, 20_____
By:_____

Mail/Box to:_____

This instrument was prepared by: William B. Aycock II, Esq.
& return to.
Brief description for the Index: A 3.47 portion of Alamance Co. Tax Parcel PIN # 9811554254

THIS DEED made as of this 23 day of June, 2015, by and between

GRANTOR	GRANTEE
Patricia Guthrie Dodson (aka Patricia Ann Dodson) 3253A Mt. Willen Rd. Haw River, NC 27258	Thomas Frank Dodson 3331 Mt. Willen Rd. Haw River, NC 27258

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Thompson Township, Alamance County, North Carolina and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

→ SCHELL BRAY PLLC
230 NORTH ELM STREET
SUITE 1500
GREENSBORO, NC 27401

6/26

ATTACHMENT 3

The property hereinabove described was acquired by Grantor by instruments recorded in Book 311, Page 63 and Book 387, Page 44 of the Alamance County Registry.

The property herein conveyed does not include the primary residence of a Grantor.

A map showing the above described property is attached hereto as Exhibit B.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Ad valorem taxes for the current year; easements, restrictions and rights-of-way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

GRANTOR:

Patricia Guthrie Dodson (SEAL)
Patricia Guthrie Dodson (aka Patricia Ann Dodson)

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, the undersigned Notary Public, certify that Patricia Guthrie Dodson (aka Patricia Ann Dodson) personally came before me this day and acknowledged that he executed the foregoing North Carolina General Warranty Deed for the purposes stated therein.

WITNESS my hand and official seal this the 23 day of June, 2015.

Dickie G. Batten
Notary Public

My commission expires:
10-15-2018

DICKIE G. BATTEN
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 10-15-2018

Exhibit "A"

All of "Section A" lying and being situated in Thompson Township, Alamance County, North Carolina as shown on Exhibit "B" attached hereto and incorporated herein by reference, and particularly described as follows (all distances are ground distances unless otherwise noted):

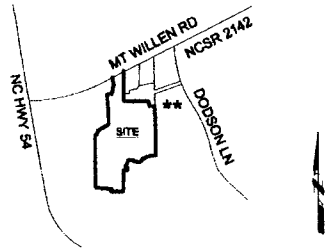
Beginning at an iron stake (Point of Beginning) labeled as Point No. 6 on Exhibit B, attached hereto and incorporated herein by reference, and being the Northeastern most corner of Section "A" and being located South 03°03'38" East 526.00 feet from an axle (Point No. 503).

Thence from the Point of Beginning (Point No. 6), South 03°03'38" East 542.42' to an axle; thence North 88°20'59" West 407.03' to an iron stake; thence North 00°10'28" West 200.33' to an iron stake; thence North 79°51'56" East 38.39' to an iron stake; thence North 21°26'06" East 107.75' to an iron stake; thence North 38°12'56" East 50.15' to an iron stake; thence North 62°12'57" East 277.91' to an iron stake; thence North 24°30'49" East 58.91' to an iron stake (Point No. 6) which is the Point of Beginning, having an area 3.47 acres.

Exhibit "B"

EXHIBIT B

SHEET 1 OF 2



VICINITY MAP (NTS)

DEED REFERENCE(S):

BEING A PORTION OF THE PROPERTIES RECORDED IN D.B. 311, PG. 63, D.B. 387, PG. 44, D.B. 470, PG. 818, D.B. 782, PG. 98 & D.B. 2301, PG. 763 OF THE ALAMANCE COUNTY REGISTER OF DEEDS.

MAP REFERENCE(S):

BEING A PORTION OF TRACT 1 RECORDED IN P.B. 41, PG. 166 OF THE ALAMANCE COUNTY REGISTER OF DEEDS. ** THIS MAP IS NOT OF OUR SUBJECT PROPERTY.

LINE DATA ALONG SECTION "A"

LINE	BEARING	DISTANCE
L1	N79°51'56"E	38.39'
L2	N21°26'06"E	107.75'
L3	N38°12'56"E	50.15'
L4	N62°12'57"E	277.91'
L5	N24°30'49"E	58.91'

LINE DATA ALONG SECTION "B"

LINE	BEARING	DISTANCE
L6	S01°16'40"E	75.30'
L7	N81°24'48"W	96.80'
L8	S77°47'57"W	138.82'
L9	S66°08'33"W	167.00'
L10	S26°57'42"W	64.83'
L11	S62°05'30"W	73.33'
L12	N77°13'14"W	104.87'
L13	N68°30'27"W	121.54'
L14	S62°18'44"W	76.61'
L15	S10°54'15"W	56.49'
L16	S34°00'58"W	119.91'
L17	S18°25'25"E	30.20'
L18	S70°32'53"E	43.02'
L19	S13°46'22"E	65.15'
L20	S87°47'45"W	114.54'

METADATA CORNER DESCRIPTIONS

CORNER #	DESCRIPTION
1 THRU 21	No. 5 REBAR FLUSH WITH GRADE
501	1.0" O.D. IRON PIPE FLUSH WITH GRADE
502	AXLE
503	AXLE 0.1' ABOVE GRADE
504	4.0" O.D. AXLE 0.1' ABOVE GRADE
505	4.0" O.D. GEAR AXLE 0.3' ABOVE GRADE WITNESSED BY 8" FENCE POST SOUTH OF SAID AXLE
506	1.0" O.D. AXLE 0.4' ABOVE GRADE WITNESSED BY 6" FENCE POST 0.5' SOUTHEAST OF SAID AXLE
507	1.0" O.D. PINCHED TOP IRON 0.4' ABOVE GRADE
508	5.0" O.D. AXLE 0.5' ABOVE GRADE
509	1.0" O.D. IRON PIPE 0.5' ABOVE GRADE WITNESSED BY 8" DIA. FENCE POST 0.2' EAST OF SAID IRON
510	0.5" O.D. AXLE FLUSH WITH GRADE
511	1.0" O.D. IRON PIPE 0.1' ABOVE GRADE WITNESSED BY 12" DIA. FENCE POST 0.4' WEST OF SAID IRON
512	2 .0" O.D. AXLE, BENT 0.1' ABOVE GRADE
513	No. 4 REBAR 0.5 ABOVE GRADE
514	3/4" O.D. IRON PIPE 0.3' ABOVE GRADE
515	AXLE 0.1' ABOVE GRADE
516	AXLE

GENERAL NOTES:

1) NOTE: NO ABSTRACT TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON (SEE REFERENCES). THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.

2) SECTIONS "A" & "B" ARE TO RECOMBINED INTO THE LANDS OF THOMAS FRANK DODSON.

3) THE NCSPC SHOWN ON EIP 517 WERE OBTAINED FROM AN NGS OPUS SOLUTION. THIS OBSERVATION WAS STARTED ON 2015/04/02 14:50:00 AND ENDED ON 2015/04/02 18:03:00 USING A TOPCON HYPERLITE PLUS GPS UNIT. THE COMBINED FACTOR IS 0.99988464 (GEOID 2012a CONUS). THE DATUM IS NAD '83(2011). THE FOLLOWING BASE STATIONS WERE USED IN THE OPUS SOLUTION:

PID	DESIGNATION	LATITUDE	LONGITUDE
DJ6107	GREENSBORO 5 CORS ARP	N360403.612	W0794441.845
DG9328	DURH DURHAM COOP CORS ARP	N355946.129	W0785358.036
DF9213	NCBU BURLINGTON CORS ARP	N360529.586	W0792612.176

I, CERTIFY THAT THIS SURVEY DOES NOT MEET G.S. 47-30 AS AMENDED AND THAT THIS SURVEY IS FOR THE PURPOSE OF AN EXHIBIT TO BE ATTACHED TO A DEED RECOMBINING SECTION "A" & SECTION "B" INTO THE LANDS OF THOMAS FRANK DODSON.

I, CERTIFY THAT THE SURVEY IS OF ANOTHER CATEGORY (RECOMBINATION OF LAND), SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

I, JOHN A RUDOLPH, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. THAT THE RATIO OF PRECISION IS ONE:10,000+. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN NORTH CAROLINA. WITNESS MY HAND AND SEAL THIS 18th DAY OF JUNE, 2015.

NORTH CAROLINA PROFESSIONAL SEAL L-4194 LAND SURVEYOR JOHN ASHLEY RUDOLPH

SURVEYOR L-4194

FEMA FLOOD STATEMENT:

ALL OF THE AREA REPRESENTED BY THIS PLAT IS NOT LOCATED IN A FLOOD HAZARD BOUNDARY ACCORDING TO FEMA MAP NUMBER(S) 3710981100J, ZONE(S): X, DATED: SEPTEMBER 6, 2006.

RECOMBINATION OF LAND

FOR

THOMAS FRANK DODSON

THOMPSON TOWNSHIP ALAMANCE COUNTY NORTH CAROLINA

300 150 0 300 600 900

GRAPHIC SCALE 1" = 300'

DRAWN BY: FGR

DATE: 06/18/2015

DWG. NO.: RSS140EXH15

SURVEYED BY: J.A.R.

RESTORATION SYSTEMS, LLC

RESTORATION SYSTEMS, LLC
1101 HAYNES STREET
SUITE 211
RALEIGH, NC 27604

K2 DESIGN GROUP, P.A.

5688 U.S. Hwy. 70 East
Goldsboro, NC 27534
Tel.: (919) 751-0075
k2design@suddenlink.net
Firm License No. C-2111

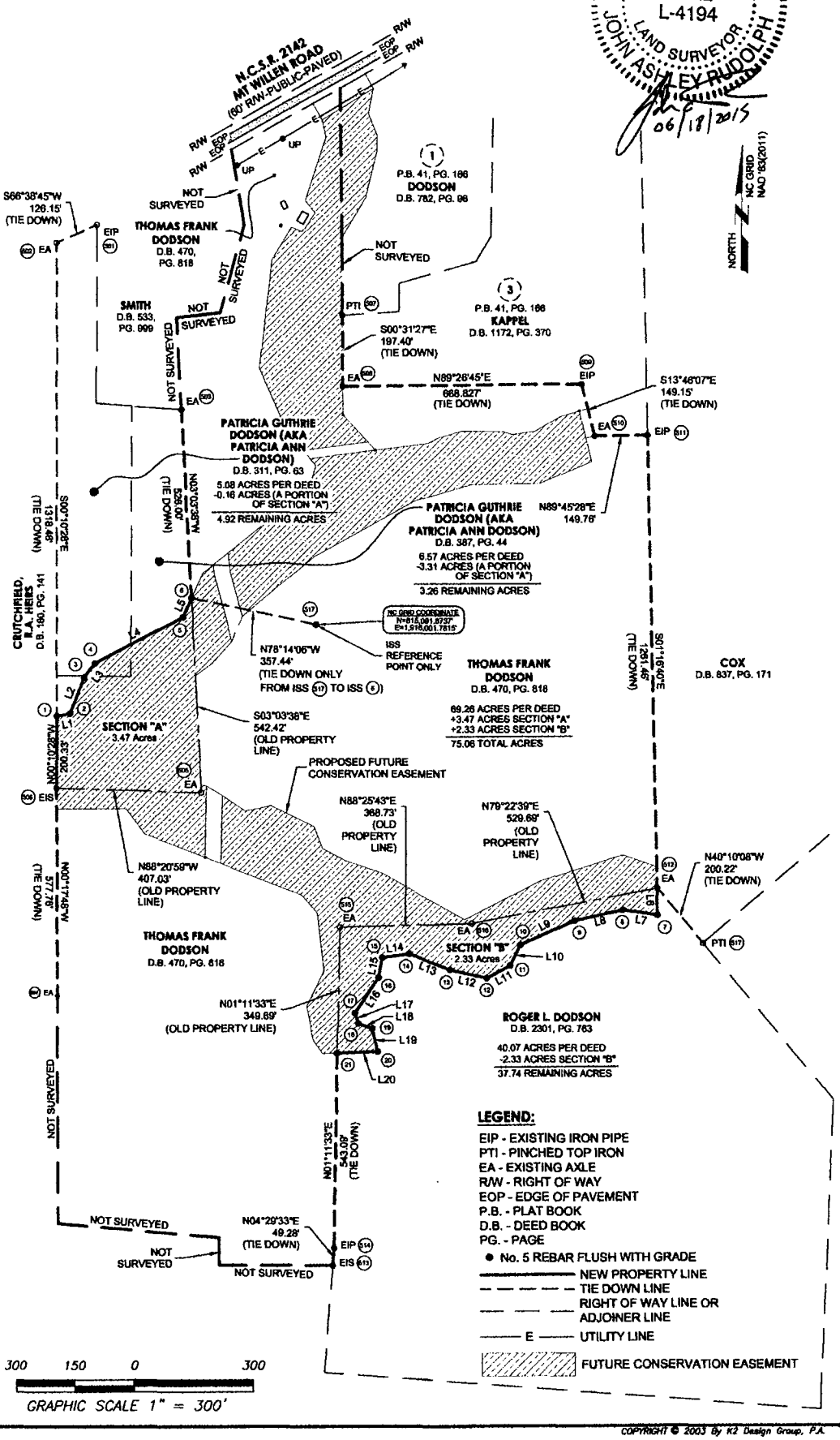
COPYRIGHT © 2003 By K2 Design Group, P.A.

EXHIBIT B

SHEET 2 OF 2

NORTH CAROLINA PROFESSIONAL SEAL L-4194 LAND SURVEYOR JOHN ASHLEY RUDOLPH

06/18/2015



COPYRIGHT © 2003 By K2 Design Group, P.A.

As of the Date of this Certification, On the Real Property described in this Deed, there are No Delinquent Taxes Owed which are (1) ad valorem County Taxes, (2) ad valorem Municipal Taxes collected by Alamance County or (3) any other taxes collected by Alamance County.

Date: June 23, 2015

Deputy/Tax Collector: [illegible]

FILED
ALAMANCE COUNTY, NC
HUGH WEBSTER
REGISTER OF DEEDS

FILED	Jun 23, 2015
AT	10:06:55 am
BOOK	03443
START PAGE	0750
END PAGE	0755
INSTRUMENT #	10120
EXCISE TAX	$56.00

JP

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $56.00

Parcel Identifier No. A portion of PIN 9811637523 Verified by _____ County on the ____ day of_____, 20_____
By:_____

Mail/Box to:_____

This instrument was prepared by: William B. Aycock II, Esq.

Brief description for the Index: A 2.33 acre portion of Alamance Co. Tax Parcel PIN # 9811637523 whatever to

THIS DEED made as of this 23 day of June, 2015, by and between

GRANTOR	GRANTEE
Roger L. Dodson and spouse, Sandra C. Dodson 3253A Mt. Willen Rd. Haw River, NC 27258	Thomas Frank Dodson 3331 Mt. Willen Rd. Haw River, NC 27258

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land situated in Thompson Township, Alamance County, North Carolina and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

→ SCHELL BRAY PLLC
230 NORTH ELM STREET
SUITE 1500
GREENSBORO, NC 27401

ATTACHMENT 4

6/26

The property hereinabove described was acquired by Grantor by an instrument recorded in Book 2301, Page 763 of the Alamance County Registry.

The property herein conveyed does not include the primary residence of a Grantor.

A map showing the above described property is attached hereto as Exhibit B.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Ad valorem taxes for the current year; easements, restrictions and rights-of-way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

GRANTOR:

Roger L. Dodson (SEAL)
Roger L. Dodson

Sandra C. Dodson (SEAL)
Sandra C. Dodson

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, the undersigned Notary Public, certify that **Roger L. Dodson and Sandra C. Dodson** personally came before me this day and acknowledged that they executed the foregoing North Carolina General Warranty Deed for the purposes stated therein.

WITNESS my hand and official seal this the 23 day of June, 2015.

Dickie G. Batten
Notary Public

My commission expires:
10-15-2018

DICKIE G. BATTEN
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 10-15-2018

Exhibit "A"

All of "Section B" lying and being situated in Thompson Township, Alamance County, North Carolina, as shown on Exhibit B, attached hereto and incorporated herein by reference, and particularly described as follows (all distances are ground distances unless otherwise noted):

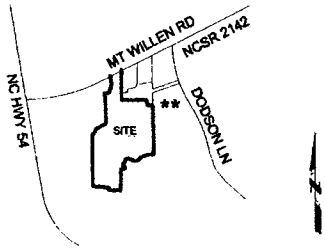
Beginning at an axle (Point of Beginning) labeled as Point No. 512 as shown on Exhibit B and being the Northeastern most corner of Section "B" and being located South 01°16'40" East 1261.46 feet from an iron pipe (Point No. 511).

Thence from the Point of Beginning (Point No. 512), South 01°16'40" East 75.30' to an iron stake; thence North 81°24'48" West 98.80' to an iron stake; thence South 77°47'57" West 138.82' to an iron stake; thence South 66°08'33" West 167.00' to an iron stake; thence South 26°57'42" West 64.83' to an iron stake; thence South 62°05'30" West 73.33' to an iron stake; thence North 77°13'14" West 104.87' to an iron stake; thence North 68°30'27" West 121.54' to an iron stake; thence South 82°18'44" West 76.61' to an iron stake; thence South 10°54'15" West 56.49' to an iron stake; thence South 34°00'58" West 119.91' to an iron stake; thence South 18°25'25" East 30.20' to an iron stake; thence South 70°32'53" East 43.02' to an iron stake; thence South 13°46'22" East 65.15' to an iron stake; thence South 87°47'45" West 114.54' to an iron stake; thence North 01°11'33" East 349.89' to an axle; thence North 88°25'43" East 368.73' to an axle; thence North 79°22'39" East 529.69' to an axle (Point No. 512) which is the Point of Beginning, having an area of 2.33 acres.

Exhibit "B"

EXHIBIT B

SHEET 1 OF 2



VICINITY MAP (NTS)

DEED REFERENCE(S):

BEING A PORTION OF THE PROPERTIES RECORDED IN D.B. 311, PG. 63, D.B. 387, PG. 44, D.B. 470, PG. 818, D.B. 782, PG. 98 & D.B. 2301, PG. 763 OF THE ALAMANCE COUNTY REGISTER OF DEEDS.

MAP REFERENCE(S):

BEING A PORTION OF TRACT 1 RECORDED IN P.B. 41, PG. 166 OF THE ALAMANCE COUNTY REGISTER OF DEEDS. ** THIS MAP IS NOT OF OUR SUBJECT PROPERTY.

LINE DATA ALONG SECTION "A"

LINE	BEARING	DISTANCE
L1	N79°51'56"E	38.39'
L2	N21°26'06"E	107.75'
L3	N38°12'56"E	50.15'
L4	N62°12'57"E	277.91'
L5	N24°30'49"E	58.91'

LINE DATA ALONG SECTION "B"

LINE	BEARING	DISTANCE
L6	S01°16'40"E	75.30'
L7	N81°24'48"W	98.80'
L8	S77°47'57"W	138.82'
L9	S66°08'33"W	167.00'
L10	S26°57'42"W	64.83'
L11	S62°05'30"W	73.33'
L12	N77°13'14"W	104.87'
L13	N68°30'27"W	121.54'
L14	S82°18'44"W	76.61'
L15	S10°54'15"W	56.49'
L16	S34°00'58"W	119.91'
L17	S18°25'25"E	30.20'
L18	S70°32'53"E	43.02'
L19	S13°46'22"E	65.15'
L20	S87°47'45"W	114.54'

METADATA CORNER DESCRIPTIONS

CORNER #	DESCRIPTION
1 THRU 21	No. 5 REBAR FLUSH WITH GRADE
501	1.0" O.D. IRON PIPE FLUSH WITH GRADE
502	AXLE
503	AXLE 0.1' ABOVE GRADE
504	4.0" O.D. AXLE 0.1' ABOVE GRADE
505	4.0" O.D. GEAR AXLE 0.3' ABOVE GRADE WITNESSED BY 8" FENCE POST SOUTH OF SAID AXLE
506	1.0" O.D. AXLE 0.4' ABOVE GRADE WITNESSED BY 6" FENCE POST 0.5' SOUTHEAST OF SAID AXLE
507	1.0" O.D. PINCHED TOP IRON 0.4' ABOVE GRADE
508	5.0" O.D. AXLE 0.5' ABOVE GRADE
509	1.0" O.D. IRON PIPE 0.5' ABOVE GRADE WITNESSED BY 8" DIA. FENCE POST 0.2' EAST OF SAID IRON
510	0.5" O.D. AXLE FLUSH WITH GRADE
511	1.0" O.D. IRON PIPE 0.1' ABOVE GRADE WITNESSED BY 12" DIA. FENCE POST 0.4' WEST OF SAID IRON
512	2 .0" O.D. AXLE, BENT 0.1' ABOVE GRADE
513	No. 4 REBAR 0.5 ABOVE GRADE
514	3/4" O.D. IRON PIPE 0.3' ABOVE GRADE
515	AXLE 0.1' ABOVE GRADE
516	AXLE

GENERAL NOTES:

1) NOTE: NO ABSTRACT TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON (SEE REFERENCES). THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.

2) SECTIONS "A" & "B" ARE TO RECOMBINED INTO THE LANDS OF THOMAS FRANK DODSON.

3) THE NCSPC SHOWN ON EIP 517 WERE OBTAINED FROM AN NGS OPUS SOLUTION. THIS OBSERVATION WAS STARTED ON 2015/04/02 14:50:00 AND ENDED ON 2015/04/02 18:03:00 USING A TOPCON HYPERLITE PLUS GPS UNIT. THE COMBINED FACTOR IS 0.99988464 (GEOID 2012a CONUS). THE DATUM IS NAD '83(2011). THE FOLLOWING BASE STATIONS WERE USED IN THE OPUS SOLUTION:

PID	DESIGNATION	LATITUDE	LONGITUDE
DJ6107	GREENSBORO 5 CORS ARP	N360403.612	W0794441.845
DG9328	DURH DURHAM COOP CORS ARP	N355946.129	W0785358.036
DF9213	NCBU BURLINGTON CORS ARP	N360529.586	W0792612.176

I, CERTIFY THAT THIS SURVEY DOES NOT MEET G.S. 47-30 AS AMENDED AND THAT THIS SURVEY IS FOR THE PURPOSE OF AN EXHIBIT TO BE ATTACHED TO A DEED RECOMBINING SECTION "A" & SECTION "B" INTO THE LANDS OF THOMAS FRANK DODSON.

I, CERTIFY THAT THE SURVEY IS OF ANOTHER CATEGORY (RECOMBINATION OF LAND), SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

I, JOHN A RUDOLPH, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. THAT THE RATIO OF PRECISION IS ONE:10,000+. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN NORTH CAROLINA. WITNESS MY HAND AND SEAL THIS 18th DAY OF JUNE, 2015.

NORTH CAROLINA PROFESSIONAL SEAL L-4194 LAND SURVEYOR JOHN ASHLEY RUDOLPH

SURVEYOR L-4194

FEMA FLOOD STATEMENT:

ALL OF THE AREA REPRESENTED BY THIS PLAT IS NOT LOCATED IN A FLOOD HAZARD BOUNDARY ACCORDING TO FEMA MAP NUMBER(S) 3710981100J, ZONE(S): X, DATED: SEPTEMBER 6, 2006.

RECOMBINATION OF LAND

FOR

THOMAS FRANK DODSON

THOMPSON TOWNSHIP ALAMANCE COUNTY NORTH CAROLINA

300 150 0 300 600 900

GRAPHIC SCALE 1" = 300'

DRAWN BY: FGR

DATE: 06/18/2015

DWG. NO.: RSS140EXH15

SURVEYED BY: J.A.R.

RESTORATION SYSTEMS, LLC

RESTORATION SYSTEMS, LLC
1101 HAYNES STREET
SUITE 211
RALEIGH, NC 27604

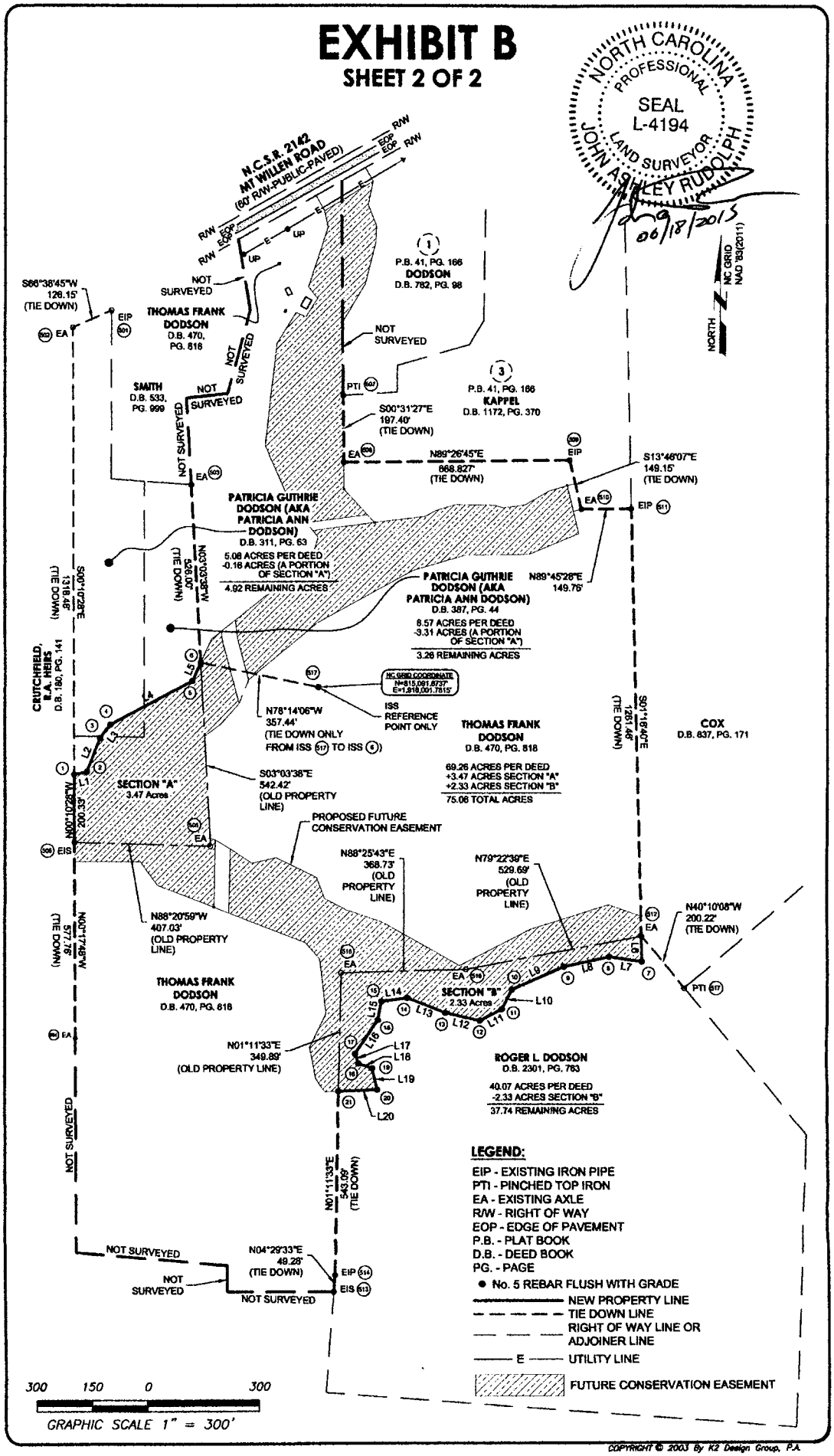
K2 DESIGN GROUP, P.A.

5688 U.S. Hwy. 70 East
Goldsboro, NC 27534
Tel.: (919) 751-0075
k2design@suddenlink.net
Firm License No. C-2111

COPYRIGHT © 2003 By K2 Design Group, P.A.

EXHIBIT B

SHEET 2 OF 2



COPYRIGHT © 2003 By K2 Design Group, P.A.

VICINITY MAP (NTS)

LEGEND:

- ISS - IRON STAKE SET
- ECM - EXISTING CONCRETE MARKER
- EIP - EXISTING IRON PIPE
- EN - EXISTING NAIL
- MNS - MAG NAIL SET
- EIS - EXISTING IRON STAKE
- EPP - EXISTING PUMP PIPE
- PPS - PUMP PIPE SET
- NMC - NON-MONUMENTED CORNER
- R/W - RIGHT OF WAY
- EOP - EDGE OF PAVEMENT
- E/B - EASEMENT BOUNDARY
- CL - CENTERLINE
- UP - UTILITY POLE
- B.M. - BOOK OF MAP
- D.B. - DEED BOOK
- PG. - PAGE
- ● No. 5 REBAR FLUSH WITH GRADE
- CONSERVATION EASEMENT LINE
- TIE DOWN LINE
- RIGHT OF WAY LINE OR ADJOINER LINE
- OLD PROPERTY LINE
- E — UTILITY LINE CENTERLINE OF NEW 20'
- NEW ACCESS EASEMENTS
- PROGRESS ENERGY EASEMENT

DEED REFERENCE(S):

BEING THE ALL OF THE PROPERTIES RECORDED IN D.B. 3443, PG. 744 AND D.B. 3443, PF. 750 OF THE ALAMANCE COUNTY REGISTER OF DEEDS.

MAP REFERENCE(S) (SEE DETAIL):

BEING A PORTION OF TRACT 1 RECORDED IN P.B. 41, PG. 166 OF THE ALAMANCE COUNTY REGISTER OF DEEDS.

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, ____________________, Review Officer of Alamance County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date ______ Review Officer ______

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I (We) hereby certify that I am (We are) the owner(s) of the property shown and described hereon, which was conveyed to me (us) by deed recorded in Book 3443, Page 744, & Book 3443, Page 750 and that I (We) hereby acknowledge this plat and allotment to be my (our) free act and deed and hereby establish the minimum building lines, and dedicate to public use as streets, alleys, crosswalks, easements, parks and other spaces forever as shown or indicated. Further, I (We) certify that the property as shown hereon is within the subdivision regulation jurisdiction of Alamance County.

Date ______ Owner (Thomas Frank Dodson) ______

CERTIFICATE OF APPROVAL:

This subdivision plat has been found to comply with the provisions of the Subdivision Ordinance of Alamance County and is approved this date for recording in the Office of the Register of Deeds of Alamance County.

Date ______ Subdivision Administrator ______

SURVEYORS CERTIFICATION(S)

Surveyor's disclaimer: No attempt was made to locate any cemeteries, wetlands, hazardous material sites, underground or aboveground utilities or any other features above, or below ground other than those shown.

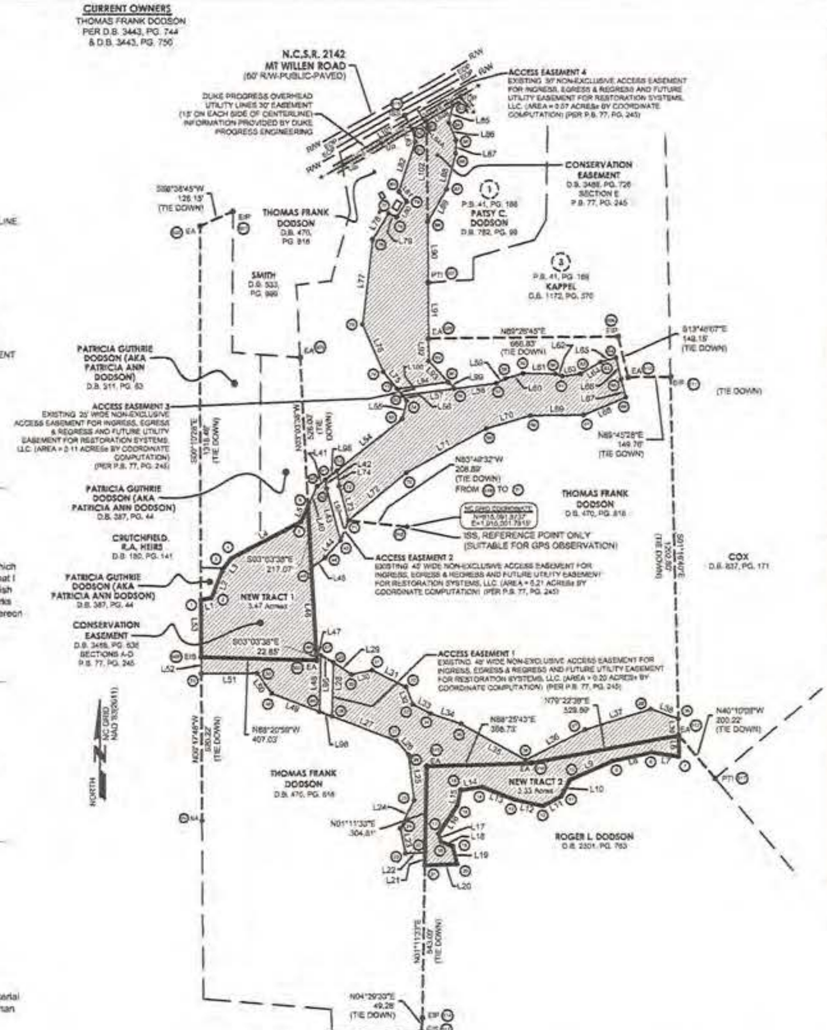
I certify that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

I JOHN A. RUDOLPH , certify that this plat was drawn under my supervision from (an actual survey made under my supervision) (deed description recorded in Book SEE , Page REFS , etc.) (other); that the ratio of precision as calculated by latitudes and departures is 1 / 10,000+ ; that the boundaries not surveyed are shown as broken lines plotted from information found in B.M. XX , Page XX ; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number, and seal this 27th day of September, A.D. 2016.

SEAL OR STAMP

Surveyor ______ L-4194

"PRELIMINARY PLAT"
NOT FOR RECORDATION, CONVEYANCES OR SALES



NEW TRACT 1 AND NEW TRACT 2 ACCESS

BOTH OF THESE NEW TRACTS ARE NOT BUILDABLE LOTS AND NO IMPROVEMENTS MAY BE MADE UPON THEM. THESE TRACTS ARE PROTECTED BY A PERMANENT CONSERVATION EASEMENT (SEE D.B. 3488, PG. 636 AND P.B. 77, PG. 245). ACCESS TO THESE LOTS WILL BE BY WAY OF FOOT ACCESS ONLY THROUGH THE EXISTING CONSERVATION EASEMENT. NO VEHICULAR TRAFFIC IS ALLOWED IN THE CONSERVATION EASEMENT.

LINE DATA ALONG SECTION "A"

LINE	BEARING	DISTANCE
[illegible]	[illegible]	[illegible]
L53	N00°10'28"W	200.33'

LINE DATA ALONG SECTION "B"

LINE	BEARING	DISTANCE
[illegible]	[illegible]	[illegible]

LINE DATA ALONG SECTION "C"

LINE	BEARING	DISTANCE
[illegible]	[illegible]	[illegible]

LINE DATA ALONG SECTION "D"

LINE	BEARING	DISTANCE
L75	N03°44'00"W	76.16'
L76	N34°28'16"W	132.80'
L77	N05°28'05"E	303.01'
L78	N31°51'17"E	105.33'
L79	S82°48'52"E	31.10'
L80	N32°44'00"E	63.87'
L81	N00°18'10"W	43.56'
L82	N18°24'38"E	185.08'
L83	N13°07'35"W	44.36'
L84A	N89°20'35"E	56.37'
L102	S00°31'27"E	353.64'
L90	S00°31'27"E	215.74'
L91	S00°31'27"E	137.49'
L92	S00°31'31"E	79.79'
L93	S42°40'31"E	102.49'
L94	S82°45'11"W	181.59'

LINE DATA ALONG SECTION "E"

LINE	BEARING	DISTANCE
L84B	N89°20'35"E	106.89'
L85	S12°02'27"W	63.81'
L86	S22°30'48"E	87.02'
L87	S01°44'04"W	45.05'
L88	S14°13'20"W	131.01'
L89	S80°20'02"W	130.76'
L102	N00°31'27"W	353.64'

LINE DATA ALONG TIE DOWN LINES

LINE	BEARING	DISTANCE
L95	S89°20'00"E	51.50'
L96	N88°59'26"W	47.79'
L97	N21°59'41"E	75.41'
L98	S51°41'04"W	32.68'
L99	N42°40'31"W	30.68'
L100	S89°44'00"E	29.52'
L101	N89°50'57"W	56.93'

METADATA CORNER DESCRIPTIONS

CORNER #	DESCRIPTION
[illegible]	1.0" O.D. IRON PIPE FLUSH WITH GRADE
[illegible]	AXLE
[illegible]	AXLE 0.1' ABOVE GRADE
[illegible]	4.0" O.D. AXLE 0.1' ABOVE GRADE
[illegible]	4.0" O.D. GEAR AXLE 0.3' ABOVE GRADE WITNESSED BY 6" FENCE POST SOUTH OF SAID AXLE
[illegible]	1.0" O.D. AXLE 0.4' ABOVE GRADE WITNESSED BY 6" FENCE POST 0.5' SOUTHEAST OF SAID AXLE
[illegible]	1.0" O.D. PINCHED TOP IRON 0.4' ABOVE GRADE
[illegible]	5.0" O.D. AXLE 0.5' ABOVE GRADE
[illegible]	1.0" O.D. IRON PIPE 0.5' ABOVE GRADE WITNESSED BY 8" DIA. FENCE POST 0.2' EAST OF SAID IRON
[illegible]	0.5" O.D. AXLE FLUSH WITH GRADE
[illegible]	1.0" O.D. IRON PIPE 0.1' ABOVE GRADE WITNESSED BY 12" DIA. FENCE POST 0.4' WEST OF SAID IRON
[illegible]	2 .0" O.D. AXLE, BENT 0.1' ABOVE GRADE
[illegible]	No. 4 REBAR 0.5 ABOVE GRADE
[illegible]	3/4" O.D. IRON PIPE 0.3' ABOVE GRADE
[illegible]	AXLE 0.1' ABOVE GRADE
[illegible]	AXLE FLUSH WITH GRADE
[illegible]	1" O.D. PINCHED-TOP IRON 0.2' ABOVE GRADE WITNESSED BY 4" x 5" RECTANGULAR ROCK LAID OVER
[illegible]	No. 5 REBAR FLUSH WITH GRADE WITH CAP INSCRIBED: "CONTROL POINT K2 DESIGN" (SUITABLE FOR GPS OBSERVATION)
[illegible]	No. 5 REBAR FLUSH WITH GRADE

ACREAGE DATA:

NEW TRACT 1 IS 3.47 ACRES± EXCLUDING ALL ACCESS EASEMENTS AND INCLUDING A PORTION OF A CONSERVATION EASEMENT BY COORDINATE COMPUTATION

NEW TRACT 2 IS 2.33 ACRES± EXCLUDING ALL ACCESS EASEMENTS AND INCLUDING A PORTION OF A CONSERVATION EASEMENT BY COORDINATE COMPUTATION

METADATA CORNER DESCRIPTIONS ALONG CONSERVATION EASEMENTS

CORNER #	DESCRIPTION
1 THRU [illegible]	No. 5 REBAR FLUSH WITH GRADE WITH YELLOW PLASTIC CAP INSCRIBED: "CONSERVATION EASEMENT"

FEMA FLOOD STATEMENT:

ALL OF THE AREA REPRESENTED BY THIS PLAT IS NOT LOCATED IN A FLOOD HAZARD BOUNDARY ACCORDING TO FEMA MAP NUMBER(S) 3710881100J, ZONE(S): X, DATED: SEPTEMBER 6, 2006.

GENERAL NOTES:

1) NOTE: NO ABSTRACT TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON (SEE REFERENCES). THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.

2) THE NCSPC SHOWN ON EIP [illegible] WERE OBTAINED FROM AN NGS OPUS SOLUTION. THIS OBSERVATION WAS STARTED ON 2015/04/02 14:50:00 AND ENDED ON 2015/04/02 18:03:00 USING A TOPCON HYPERLITE PLUS GPS UNIT. THE COMBINED FACTOR IS 0.99988464 (GEOID 2012a CONUS). THE DATUM IS NAD '83(2011). THE FOLLOWING BASE STATIONS WERE USED IN THE OPUS SOLUTION:

PID	DESIGNATION	LATITUDE	LONGITUDE
DJ6107	GREENSBORO 5 CORS ARP	N360403.612	W0794441.643
DG9328	DURH DURHAM COOP CORS ARP	N355946.128	W0785358.036
DF9213	NCBU BURLINGTON CORS ARP	N360529.586	W0792612.176

SUBDIVISION OF LAND

FOR

RESTORATION SYSTEMS, LLC

(FUTURE OWNER OF NEW TRACT 1 AND NEW TRACT 2)

OVER AND ACROSS

A PORTION OF THE LANDS CURRENTLY OWNED BY THOMAS FRANK DODSON PER D.B. 3443, PG. 744 & D.B. 3443, PG. 750

THOMPSON TOWNSHIP ALAMANCE COUNTY NORTH CAROLINA

(THE FIELD SURVEY TOOK PLACE DURING APRIL & MAY OF 2015 AND DURING SEPTEMBER OF 2016)

300 150 0 300 600 900

GRAPHIC SCALE 1" = 300'

DRAWN BY:	FGR
DATE:	09/27/16
DWG. NO.:	RRS140MR16subd
SURVEYED BY:	J.A.R.

K2 DESIGN GROUP, P.A.
5688 U.S. Hwy. 70 East
Goldsboro, NC 27534
Tel.: (919) 751-0075
k2design@suddenlink.net

FIRM LICENSE No. C-2111

RESTORATION SYSTEMS, LLC
1101 HAYNES STREET
SUITE 211
RALEIGH, NC 27604

ATTACHMENT 5

CONTACT SHEET

Legal Counsel:

CONTACT: WILLIAM B. AYCOCK, ESQ.
SchellBray
Attorneys and Counselors at Law
100 Europa Drive
Suite 271
Chapel Hill, NC 27517
919.869.3081
wbaycock@schellbray.com

Land Surveyor:

CONTACT: JOHN A. RUDOLPH, PLS/CPESC
K2 Design Group. P.A.
5688 U.S. Hwy 70 East
Goldsboro, NC 27534
919.751.0075
k2design@suddenlink.net

Land Owner:

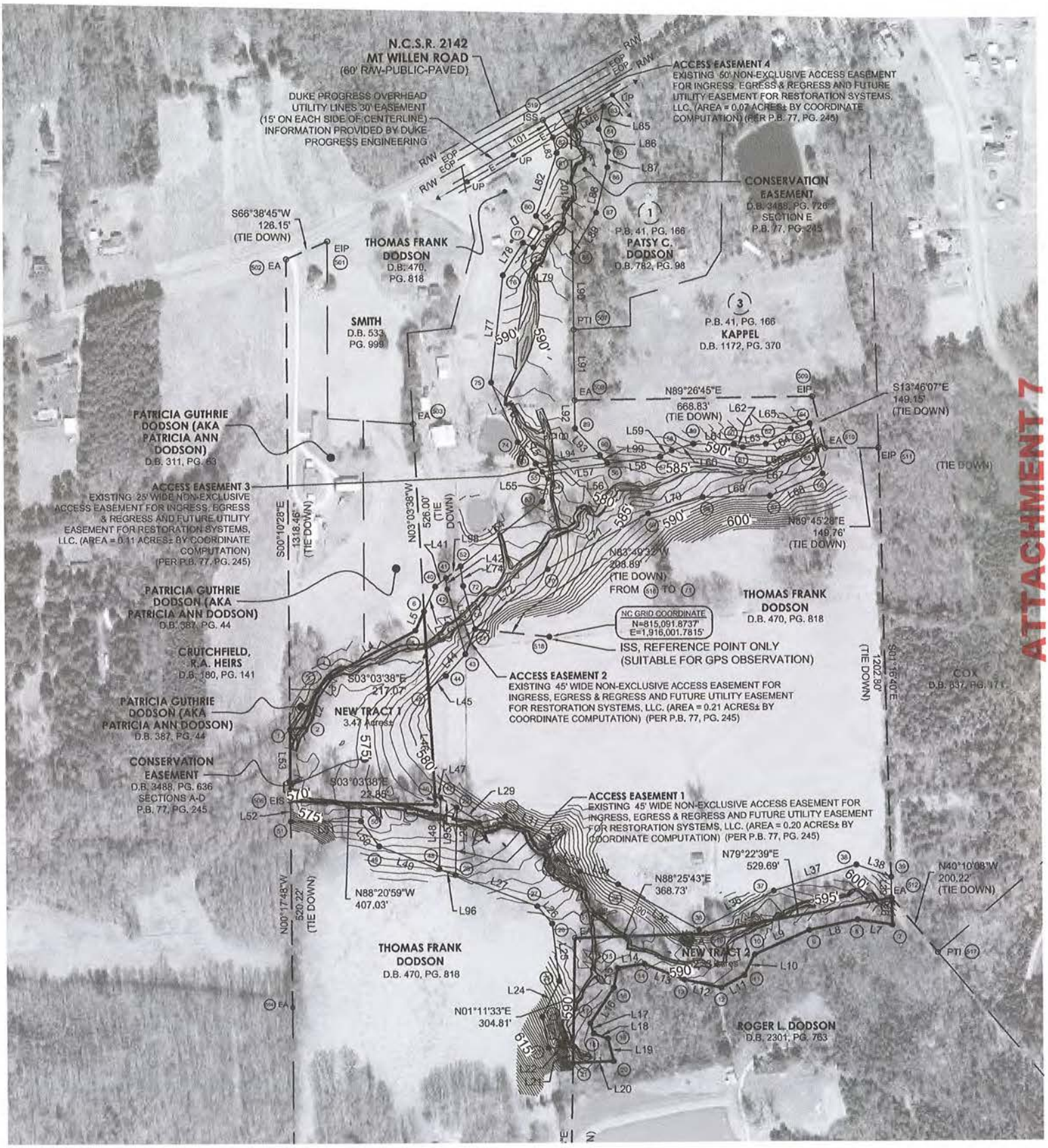
CONTACT: THOMAS FRANK DODSON.
3740 Marys Grove Church Road
Haw River, NC 27258
336.263.7618

Conservation Easement:

CONTACT: WORTH CREECH, PROJECT MANAGER
Restoration Systems, LLC
1101 Haynes Street
Suite 211
Raleigh, NC 27604
919.755.9490
worth@restorationsystems.com

ATTACHMENT 6

EXISTING SITE CONDITIONS



Application for Committee Membership

Submission Date	2016-11-14 13:14:56
Date of Application	11/14/2016
Name of Applicant	Gene Brooks
Are you 18 years of age or older?	Yes
Mailing Address	[redacted]
Home Address	[redacted]
City	[redacted]
ZIP Code	[redacted]
Home Phone Number	[redacted]
Employer	FCCI Insurance Group
Employer Address	6300 University Parkway, Sarasota FL 34240
Work Phone Number	[redacted]
E-mail Address	[redacted]
Have you ever been convicted of a felony?	No
Are you a registered voter in Alamance County?	Yes
Educational Background	BS in CIS from Elon College
Are you currently serving on any other boards or committees in Alamance County?	Yes
If Yes, Please List	Planning Board
Please list any qualifications that you possess that would assist your service on this board or committee	I would like to continue serving on the Planning Board for my own term
Please list any volunteer or civic activities that you are involved in	NEAVFD for 18 years. Left 10 year ago.
What impact do you hope to have by serving on this board or committee?	I would like to continue my service on the Planning Board as we move to assist the county in their adoption of the Strategic Plan
Ethinicity	White

Gender (Required by State)	Male
Number of Years as an Alamance County resident	50
Residence located in which area of county (Township / City / Area)	Faucette
Board Applied For:	Alamance County Planning Board
Date / Time	11/14/2016 1:11 PM

Application for Committee Membership

Submission Date	2016-11-14 14:58:45
Date of Application	11/14/2016
Name of Applicant	Rodney Cheek
Are you 18 years of age or older?	Yes
Mailing Address	[redacted]
Home Address	[redacted]
City	[redacted]
ZIP Code	[redacted]
Home Phone Number	[redacted]
Have you ever been convicted of a felony?	No
Are you a registered voter in Alamance County?	Yes
Are you currently serving on any other boards or committees in Alamance County?	Yes
If Yes, Please List	Planning Board
Please list any qualifications that you possess that would assist your service on this board or committee	Current Chair of Planning Board, HPC
Gender (Required by State)	Male
Number of Years as an Alamance County resident	40
Residence located in which area of county (Township / City / Area)	Newlin
Board Applied For:	Alamance County Planning Board
Date / Time	11/14/2016 2:56 PM

Application for Committee Membership

Submission Date	2016-11-16 21:01:26
Date of Application	11-16-16
Name of Applicant	Edgar Pritchett
Are you 18 years of age or older?	Yes
Mailing Address	[redacted]
Home Address	[redacted]
City	[redacted]
ZIP Code	[redacted]
Home Phone Number	[redacted]
Employer	[redacted]
Work Phone Number	[redacted]
E-mail Address	[redacted]
Have you ever been convicted of a felony?	No
Are you a registered voter in Alamance County?	Yes
Educational Background	College graduate
Are you currently serving on any other boards or committees in Alamance County?	No
Please list any qualifications that you possess that would assist your service on this board or committee	Have been involved in community activities for many years.
Please list any volunteer or civic activities that you are involved in	A-O Civitan, Alamance County Farm Bureau, Western Alamance Farmers Club, Berea Church, A-O Community Association
What impact do you hope to have by serving on this board or committee?	To give my community a voice in county affairs.
Ethinicity	Caucasian
Gender (Required by State)	Male
Number of Years as an Alamance County resident	66

Residence located in which area of county (Township / City / Area)	Morton Township
Board Applied For:	Alamance County Planning Board
Date / Time	11/16/2016 8:44 PM

Planning Department Work Plan 2017

Performance Management Goals FY16-17

Subdivisions

- Continue tracking case load (how many)
- Reviewed and entered into CP within 5 days of receipt either electronically or drop off

Code Enforcement

- Continue tracking case load (how many)
- How many investigations
- All cases investigated within 5 business days

Floodplain Development Permits

- Continue tracking case load (how many)
- Reviewed within 10 business days

Watershed Review

- Continue tracking case load (how many)
- Reviewed within 10 business days

HID Permits

- Continue tracking case load (how many)
- Reviewed within 10 business days

DRAFT

Potential Work Items:

- Continue working with MIS to streamline use of Central Permitting between all departments using the program (PM Goal)
- Post all meetings on public website (RSS Feed/Facebook with agendas) (PM Goal)
- Continue to update/refine website presence (PM Goal)
- Continue to update information available on GIS
- Continue to refine/report subdivision development for ABSS/schools (PM Goal)
- Create, complete and revise all applications for land development permits (PM Goal)
- Continue development of County Strategic Plan (PM Goal)
- Signs for designated Historic Landmarks
- Identify new properties for listing and/or inclusion as Landmarks or Historic Districts
- Update Tax Department on properties with historic exclusions
- Update Architectural Survey and associated GIS points
- Partner to find events to sponsor/participate in HPC related activities (eg Tourism Dev. Authority and other Historic Property Commissions)
- Continue work on Cemetery study
- Complete inventory of all Community Development Grants & case status
- Continue to explore best way to streamline ordinances and enforcement procedures
- Update Comprehensive and Land Development Plan (can those be combined?)

DRAFT