

Review Officer Certification

I, REVIEW OFFICER OF BEAUFORT COUNTY, CERTIFY THAT THE PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF RECORDING.

REVIEW OFFICER _____ DATE _____

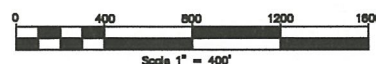
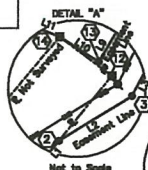
Here and/or Upgraded Permanent
CREP Easement "A" 59.212 Ac.
CREP Easement "B" 30.538 Ac.
CREP Easement "C" 0.773 Ac.
Total Permanent CREP Easements 59.212 Ac.

Base "MCMC"
Monument Type I
Datum: NAD 83 (2011)
EPOCH: 2010.00
N=874024.52' ft
E=2585085.53' ft
(GNS Coordinates)

Base "COUNTRY"
Monument Type I
Datum: NAD 83 (2011)
EPOCH: 2010.00
N=871448.49' ft
E=2587685.50' ft
(GNS Coordinates)

Legend:

- Ac. Acres
- DB Beaufort County Deed Book
- MB Beaufort County Map Book
- Pg. Page
- PC Beaufort County Plat Cabinet
- SL Slide
- IPF Iron Pipe Found
- RTF Railroad Trunk Found (1"x3")
- NLS Nail Set
- IRF Iron Rod Found
- OHE Overhead Electric Line
- CHESMT Overhead Electric Easement
- R/W Right-of-Way
- Feet Feet
- Galv Galvanized
- N/F Now or Formerly
- NTS Not to Scale
- Galvanized Nail Set
- Existing Property Corner
- Monument Type I (Concrete Monument)
- Monument Type II (Brass Disk Set In Concrete)
- ▲ Calculated Point
- ⚡ Utility Pole
- Area of Encroachment
- New CREP Easement Line
- Existing R/W (Not surveyed, see References hereon.)
- Plotted Property Line (Not surveyed.)
- Soil Path or Water Source (Noted)

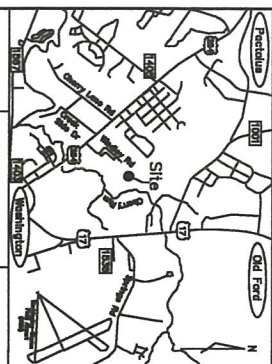


- ① N/F LEONARDO L. ELIZALDE DB 1540, Pg. 361 PC G, SL 78-3
- ② N/F WILLIAM EDWARD CHERRY JR DB 1134, Pg. 389 PC F, SL 40-5
- ③ N/F DIMESHA WOOLARD DB 1134, Pg. 389 PC F, SL 40-5
- ④ N/F DIMESHA WOOLARD DB 1134, Pg. 389 PC F, SL 40-5

N/F ARNOLD FARMS INC DB A01 Pg. 5840

Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	40.00	S89°20'00"W 572.63'	L1	40.00	S89°20'00"W 572.63'
L2	72.00	S89°20'00"W 572.63'	L2	72.00	S89°20'00"W 572.63'
L3	30.00	S89°20'00"W 572.63'	L3	30.00	S89°20'00"W 572.63'
L4	30.00	S89°20'00"W 572.63'	L4	30.00	S89°20'00"W 572.63'
L5	40.00	S89°20'00"W 572.63'	L5	40.00	S89°20'00"W 572.63'
L6	30.00	S89°20'00"W 572.63'	L6	30.00	S89°20'00"W 572.63'
L7	10.00	S89°20'00"W 572.63'	L7	10.00	S89°20'00"W 572.63'
L8	01.47	S89°20'00"W 572.63'	L8	01.47	S89°20'00"W 572.63'
L9	08.00	S89°20'00"W 572.63'	L9	08.00	S89°20'00"W 572.63'
L10	40.00	S89°20'00"W 572.63'	L10	40.00	S89°20'00"W 572.63'
L11	40.00	S89°20'00"W 572.63'	L11	40.00	S89°20'00"W 572.63'
L12	40.00	S89°20'00"W 572.63'	L12	40.00	S89°20'00"W 572.63'
L13	40.00	S89°20'00"W 572.63'	L13	40.00	S89°20'00"W 572.63'
L14	40.00	S89°20'00"W 572.63'	L14	40.00	S89°20'00"W 572.63'
L15	40.00	S89°20'00"W 572.63'	L15	40.00	S89°20'00"W 572.63'
L16	40.00	S89°20'00"W 572.63'	L16	40.00	S89°20'00"W 572.63'
L17	40.00	S89°20'00"W 572.63'	L17	40.00	S89°20'00"W 572.63'
L18	40.00	S89°20'00"W 572.63'	L18	40.00	S89°20'00"W 572.63'
L19	40.00	S89°20'00"W 572.63'	L19	40.00	S89°20'00"W 572.63'
L20	40.00	S89°20'00"W 572.63'	L20	40.00	S89°20'00"W 572.63'
L21	40.00	S89°20'00"W 572.63'	L21	40.00	S89°20'00"W 572.63'
L22	40.00	S89°20'00"W 572.63'	L22	40.00	S89°20'00"W 572.63'
L23	40.00	S89°20'00"W 572.63'	L23	40.00	S89°20'00"W 572.63'
L24	40.00	S89°20'00"W 572.63'	L24	40.00	S89°20'00"W 572.63'
L25	40.00	S89°20'00"W 572.63'	L25	40.00	S89°20'00"W 572.63'
L26	40.00	S89°20'00"W 572.63'	L26	40.00	S89°20'00"W 572.63'
L27	40.00	S89°20'00"W 572.63'	L27	40.00	S89°20'00"W 572.63'
L28	40.00	S89°20'00"W 572.63'	L28	40.00	S89°20'00"W 572.63'
L29	40.00	S89°20'00"W 572.63'	L29	40.00	S89°20'00"W 572.63'
L30	40.00	S89°20'00"W 572.63'	L30	40.00	S89°20'00"W 572.63'
L31	40.00	S89°20'00"W 572.63'	L31	40.00	S89°20'00"W 572.63'
L32	40.00	S89°20'00"W 572.63'	L32	40.00	S89°20'00"W 572.63'
L33	40.00	S89°20'00"W 572.63'	L33	40.00	S89°20'00"W 572.63'
L34	40.00	S89°20'00"W 572.63'	L34	40.00	S89°20'00"W 572.63'
L35	40.00	S89°20'00"W 572.63'	L35	40.00	S89°20'00"W 572.63'
L36	40.00	S89°20'00"W 572.63'	L36	40.00	S89°20'00"W 572.63'
L37	40.00	S89°20'00"W 572.63'	L37	40.00	S89°20'00"W 572.63'
L38	40.00	S89°20'00"W 572.63'	L38	40.00	S89°20'00"W 572.63'
L39	40.00	S89°20'00"W 572.63'	L39	40.00	S89°20'00"W 572.63'
L40	40.00	S89°20'00"W 572.63'	L40	40.00	S89°20'00"W 572.63'
L41	40.00	S89°20'00"W 572.63'	L41	40.00	S89°20'00"W 572.63'
L42	40.00	S89°20'00"W 572.63'	L42	40.00	S89°20'00"W 572.63'
L43	40.00	S89°20'00"W 572.63'	L43	40.00	S89°20'00"W 572.63'
L44	40.00	S89°20'00"W 572.63'	L44	40.00	S89°20'00"W 572.63'
L45	40.00	S89°20'00"W 572.63'	L45	40.00	S89°20'00"W 572.63'
L46	40.00	S89°20'00"W 572.63'	L46	40.00	S89°20'00"W 572.63'
L47	40.00	S89°20'00"W 572.63'	L47	40.00	S89°20'00"W 572.63'
L48	40.00	S89°20'00"W 572.63'	L48	40.00	S89°20'00"W 572.63'
L49	40.00	S89°20'00"W 572.63'	L49	40.00	S89°20'00"W 572.63'
L50	40.00	S89°20'00"W 572.63'	L50	40.00	S89°20'00"W 572.63'
L51	40.00	S89°20'00"W 572.63'	L51	40.00	S89°20'00"W 572.63'
L52	40.00	S89°20'00"W 572.63'	L52	40.00	S89°20'00"W 572.63'
L53	40.00	S89°20'00"W 572.63'	L53	40.00	S89°20'00"W 572.63'
L54	40.00	S89°20'00"W 572.63'	L54	40.00	S89°20'00"W 572.63'
L55	40.00	S89°20'00"W 572.63'	L55	40.00	S89°20'00"W 572.63'
L56	40.00	S89°20'00"W 572.63'	L56	40.00	S89°20'00"W 572.63'
L57	40.00	S89°20'00"W 572.63'	L57	40.00	S89°20'00"W 572.63'
L58	40.00	S89°20'00"W 572.63'	L58	40.00	S89°20'00"W 572.63'
L59	40.00	S89°20'00"W 572.63'	L59	40.00	S89°20'00"W 572.63'
L60	40.00	S89°20'00"W 572.63'	L60	40.00	S89°20'00"W 572.63'
L61	40.00	S89°20'00"W 572.63'	L61	40.00	S89°20'00"W 572.63'
L62	40.00	S89°20'00"W 572.63'	L62	40.00	S89°20'00"W 572.63'
L63	40.00	S89°20'00"W 572.63'	L63	40.00	S89°20'00"W 572.63'
L64	40.00	S89°20'00"W 572.63'	L64	40.00	S89°20'00"W 572.63'
L65	40.00	S89°20'00"W 572.63'	L65	40.00	S89°20'00"W 572.63'
L66	40.00	S89°20'00"W 572.63'	L66	40.00	S89°20'00"W 572.63'
L67	40.00	S89°20'00"W 572.63'	L67	40.00	S89°20'00"W 572.63'
L68	40.00	S89°20'00"W 572.63'	L68	40.00	S89°20'00"W 572.63'
L69	40.00	S89°20'00"W 572.63'	L69	40.00	S89°20'00"W 572.63'
L70	40.00	S89°20'00"W 572.63'	L70	40.00	S89°20'00"W 572.63'
L71	40.00	S89°20'00"W 572.63'	L71	40.00	S89°20'00"W 572.63'
L72	40.00	S89°20'00"W 572.63'	L72	40.00	S89°20'00"W 572.63'
L73	40.00	S89°20'00"W 572.63'	L73	40.00	S89°20'00"W 572.63'
L74	40.00	S89°20'00"W 572.63'	L74	40.00	S89°20'00"W 572.63'
L75	40.00	S89°20'00"W 572.63'	L75	40.00	S89°20'00"W 572.63'
L76	40.00	S89°20'00"W 572.63'	L76	40.00	S89°20'00"W 572.63'
L77	40.00	S89°20'00"W 572.63'	L77	40.00	S89°20'00"W 572.63'
L78	40.00	S89°20'00"W 572.63'	L78	40.00	S89°20'00"W 572.63'
L79	40.00	S89°20'00"W 572.63'	L79	40.00	S89°20'00"W 572.63'
L80	40.00	S89°20'00"W 572.63'	L80	40.00	S89°20'00"W 572.63'
L81	40.00	S89°20'00"W 572.63'	L81	40.00	S89°20'00"W 572.63'
L82	40.00	S89°20'00"W 572.63'	L82	40.00	S89°20'00"W 572.63'
L83	40.00	S89°20'00"W 572.63'	L83	40.00	S89°20'00"W 572.63'
L84	40.00	S89°20'00"W 572.63'	L84	40.00	S89°20'00"W 572.63'
L85	40.00	S89°20'00"W 572.63'	L85	40.00	S89°20'00"W 572.63'
L86	40.00	S89°20'00"W 572.63'	L86	40.00	S89°20'00"W 572.63'
L87	40.00	S89°20'00"W 572.63'	L87	40.00	S89°20'00"W 572.63'
L88	40.00	S89°20'00"W 572.63'	L88	40.00	S89°20'00"W 572.63'
L89	40.00	S89°20'00"W 572.63'	L89	40.00	S89°20'00"W 572.63'
L90	40.00	S89°20'00"W 572.63'	L90	40.00	S89°20'00"W 572.63'
L91	40.00	S89°20'00"W 572.63'	L91	40.00	S89°20'00"W 572.63'
L92	40.00	S89°20'00"W 572.63'	L92	40.00	S89°20'00"W 572.63'
L93	40.00	S89°20'00"W 572.63'	L93	40.00	S89°20'00"W 572.63'
L94	40.00	S89°20'00"W 572.63'	L94	40.00	S89°20'00"W 572.63'
L95	40.00	S89°20'00"W 572.63'	L95	40.00	S89°20'00"W 572.63'
L96	40.00	S89°20'00"W 572.63'	L96	40.00	S89°20'00"W 572.63'
L97	40.00	S89°20'00"W 572.63'	L97	40.00	S89°20'00"W 572.63'
L98	40.00	S89°20'00"W 572.63'	L98	40.00	S89°20'00"W 572.63'
L99	40.00	S89°20'00"W 572.63'	L99	40.00	S89°20'00"W 572.63'
L100	40.00	S89°20'00"W 572.63'	L100	40.00	S89°20'00"W 572.63'

Point Table			
Point #	Northing	Eastings	Notes
1	871977.00	257080.07	N.A. 100'
2	871980.04	257080.00	N.A. 100'
3	871983.08	257080.00	N.A. 100'
4	871986.00	257080.00	N.A.
5	871989.04	257080.00	N.A.
6	871992.00	257080.00	N.A.
7	871995.00	257080.00	N.A.
8	871998.00	257080.00	N.A.
9	872001.00	257080.00	N.A.
10	872004.00	257080.00	N.A.
11	872007.00	257080.00	N.A.
12	872010.00	257080.00	N.A.
13	872013.00	257080.00	N.A. 100'
14	872016.00	257080.00	N.A.
15	872019.00	257080.00	N.A.
16	872022.00	257080.00	N.A.
17	872025.00	257080.00	N.A. 100'
18	872028.00	257130.70	N.A.
19	872031.00	257130.71	N.A.
20	872034.00	257130.71	N.A.
21	872037.00	257130.71	N.A.
22	872040.00	257130.71	N.A.
23	872043.00	257130.71	N.A.
24	872046.00	257130.71	N.A.
25	872049.00	257130.71	N.A.
26	872052.00	257130.71	N.A.
27	872055.00	257130.71	N.A.
28	872058.00	257130.71	N.A.
29	872061.00	257130.71	N.A.
30	872064.00	257130.71	N.A.
31	872067.00	257130.71	N.A.
32	872070.00	257130.71	N.A.
33	872073.00	257130.71	N.A.
34	872076.00	257130.71	N.A.
35	872079.00	257130.71	N.A.
36	872082.00	257130.71	N.A.
37	872085.00	257130.71	N.A.
38	872088.00	257130.71	N.A.
39	872091.00	257130.71	N.A.
40	872094.00	257130.71	N.A.
41	872097.00	257130.71	N.A.
42	872100.00	257130.71	N.A.
43	872103.00	257130.71	N.A.
44	872106.00	257130.71	N.A.
45	872109.00	257130.71	N.A.
46	872112.00	257130.71	N.A.
47	872115.00	257130.71	N.A.
48	872118.00	257130.71	N.A.
49	872121.00	257130.71	N.A.
50	872124.00	257130.71	N.A.
51	872127.00	257130.71	N.A.
52	872130.00	257130.71	N.A.
53	872133.00	257130.71	N.A.
54	872136.00	257130.71	N.A.
55	872139.00	257130.71	N.A.
56	872142.00	257130.71	N.A.
57	872145.00	257130.71	N.A.
58	872148.00	257130.71	N.A.
59	872151.00	257130.71	N.A.
60	872154.00	257130.71	N.A.
61	872157.00	257130.71	N.A.
62	872160.00	257130.71	N.A.
63	872163.00	257130.71	N.A.
64	872166.00	257130.71	N.A.
65	872169.00	257130.71	N.A.
66	872172.00	257130.71	N.A.
67	872175.00	257130.71	N.A.
68	872178.00	257130.71	N.A.
69	872181.00	257130.71	N.A.
70	872184.00	257130.71	N.A.
71	872187.00	257130.71	N.A.
72	872190.00	257130.71	N.A.
73	872193.00	257130.71	N.A.
74	872196.00	257130.71	N.A.
75	872199.00	257130.71	N.A.
76	872202.00	257130.71	N.A.
77	872205.00	257130.71	N.A.
78	872208.00	257130.71	N.A.
79	872211.00	257130.71	N.A.
80	872214.00	257130.71	N.A.
81	872217.00	257130.71	N.A.
82	872220.00	257130.71	N.A.
83	872223.00	257130.71	N.A.
84	872226.00	257130.71	N.A.
85	872229.00	257130.71	N.A.
86	872232.00	257130.71	N.A.
87	872235.00	257130.71	N.A.
88	872238.00	257130.71	N.A.
89	872241.00	257130.71	N.A.
90	872244.00	257130.71	N.A.
91	872247.00	257130.71	N.A.
92	872250.00	257130.71	N.A.
93	872253.00	257130.71	N.A.
94	872256.00	257130.71	N.A.
95	872259.00	257130.71	N.A.
96	872262.00	257130.71	N.A.
97	872265.00	257130.71	N.A.
98	872268.00	257130.71	N.A.
99	872271.00	257130.71	N.A.
100	872274.00	257130.71	N.A.



Releaser Officer Certification.

I, _____, RELEASER OFFICER OF BEAUFORT COUNTY, CERTIFY THAT THE PLANT TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS OF RECORDING.

RELEASER OFFICER

DATE

Referee Officer Certification

DATE _____

New and/or Upgraded Permanent	
CRP Estimate "A"	\$8,512 Ac.
CRP Estimate "B"	24,020 Ac.
CRP Estimate "C"	4,773 Ac.
Total Permanent CRP Estimates	
	\$8,512 Ac.

Datum: NAD_83 (3)
 (Epoch: 2010.00)
 N=674024.82' ft
 E=226550.65' ft
 (Grid Coordinates)

Base
"country"

THE LINE
03' 04"E 2018.78'

Windley R
60' Public R/
(PC Q, SL 78-

Cher

Run

Cherry Run

US

Average Time Table		Percent Time Table	
Day	Problem	Time	Percent
1	11. 77000	128	40.700
2	12. 77000	128	40.700
3	13. 77000	128	40.700
4	14. 77000	128	40.700
5	15. 77000	128	40.700
6	16. 77000	128	40.700
7	17. 77000	128	40.700
8	18. 77000	128	40.700
9	19. 77000	128	40.700
10	20. 77000	128	40.700
11	21. 77000	128	40.700
12	22. 77000	128	40.700
13	23. 77000	128	40.700
14	24. 77000	128	40.700
15	25. 77000	128	40.700
16	26. 77000	128	40.700
17	27. 77000	128	40.700
18	28. 77000	128	40.700
19	29. 77000	128	40.700
20	30. 77000	128	40.700
21	31. 77000	128	40.700
22	32. 77000	128	40.700
23	33. 77000	128	40.700
24	34. 77000	128	40.700
25	35. 77000	128	40.700
26	36. 77000	128	40.700
27	37. 77000	128	40.700
28	38. 77000	128	40.700
29	39. 77000	128	40.700
30	40. 77000	128	40.700
31	41. 77000	128	40.700
32	42. 77000	128	40.700
33	43. 77000	128	40.700
34	44. 77000	128	40.700
35	45. 77000	128	40.700
36	46. 77000	128	40.700
37	47. 77000	128	40.700
38	48. 77000	128	40.700
39	49. 77000	128	40.700
40	50. 77000	128	40.700
41	51. 77000	128	40.700
42	52. 77000	128	40.700
43	53. 77000	128	40.700
44	54. 77000	128	40.700
45	55. 77000	128	40.700
46	56. 77000	128	40.700
47	57. 77000	128	40.700
48	58. 77000	128	40.700
49	59. 77000	128	40.700
50	60. 77000	128	40.700
51	61. 77000	128	40.700
52	62. 77000	128	40.700
53	63. 77000	128	40.700
54	64. 77000	128	40.700
55	65. 77000	128	40.700
56	66. 77000	128	40.700
57	67. 77000	128	40.700
58	68. 77000	128	40.700
59	69. 77000	128	40.700
60	70. 77000	128	40.700
61	71. 77000	128	40.700
62	72. 77000	128	40.700
63	73. 77000	128	40.700
64	74. 77000	128	40.700
65	75. 77000	128	40.700
66	76. 77000	128	40.700
67	77. 77000	128	40.700
68	78. 77000	128	40.700
69	79. 77000	128	40.700
70	80. 77000	128	40.700
71	81. 77000	128	40.700
72	82. 77000	128	40.700
73	83. 77000	128	40.700
74	84. 77000	128	40.700
75	85. 77000	128	40.700
76	86. 77000	128	40.700
77	87. 77000	128	40.700
78	88. 77000	128	40.700
79	89. 77000	128	40.700

[illegible][illegible]

I, Joseph L. Barry, certify this survey, (D.S. 47-30 (001)24, is of another category that is an exception to the scientific method of subdividing, and the purpose of this map is to create a convenient assessment) upon an existing parcel of land in the jurisdiction of Brazosport County, North Carolina, and prepared in accordance with G.S. 47-30.

Witness my official signature, registration number _____ and seal this 7th day of April, 2022.

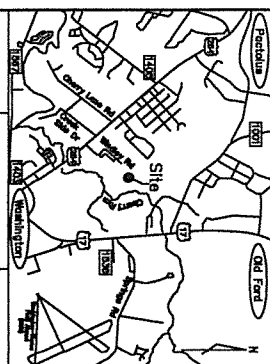
L-02064

PERMANENT CONSERVATION EASEMENT

Cecil Windley & Donald Windley

C007-004-00

DB 3E, Pg. 466 of Washington Township, Beaufort County, North Carolina



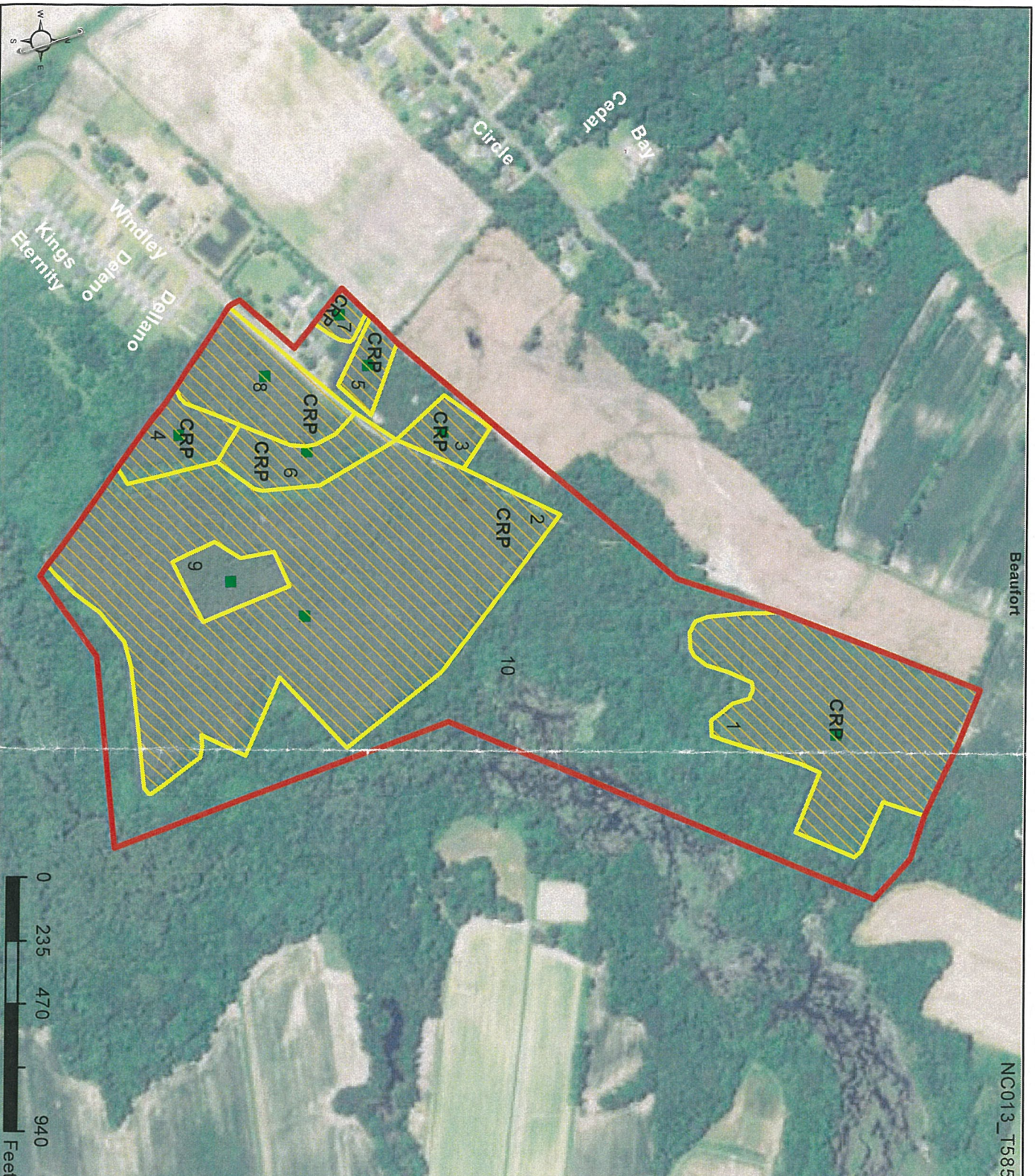
NC013_T585

Farm 1589 Tract 585

2018 Program Year

CLU	Acres	HEL	Crop
1	12.18	NHEL	CRP
2	30.25	NHEL	CRP
3	1.13	NHEL	CRP
4	1.85	NHEL	CRP
5	0.92	NHEL	CRP
6	2.27	NHEL	CRP
7	0.49	NHEL	CRP
8	4.02	NHEL	CRP
9	1.72	NHEL	
10	34.73	NHEL	Noncropland

Page Cropland Total: 54.83 acres







Map Created September 26, 2017

Base Image Layer flown in 2016 Common Land Unit

-  Cropland
-  Non-Cropland
-  CRP
-  Tract Boundary

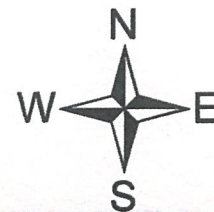
Wetland Determination Identifiers

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation
-  Compliance Provisions

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or the NAI imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.



NC Forest Service Forest Management Map



Legend

Logging Decks

Skid Trails

Streams

Farm Roads

Stand Number

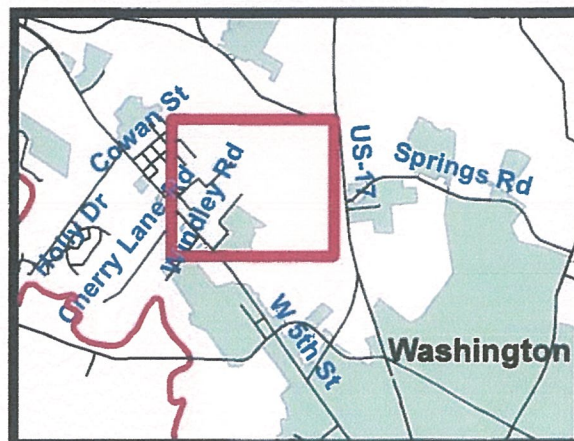
1

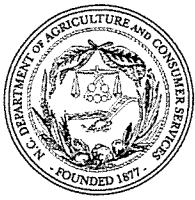
1 inch = 800 feet

Landowner: Cecil Windley
County: Beaufort
Lat: 35 34.84
Long: -77 04.68
Acres: 53
Date: July 6, 2018
Drawn By: Austin Harriett

Acres and boundaries are approximate

Location Map





**North Carolina Department of Agriculture
and Consumer Services**
N.C. Forest Service



Steven W. Troxler
Commissioner

Scott Bissette
Assistant Commissioner

3810 M. L. King, Jr. Blvd.
New Bern, NC 28552-2236
July 6, 2018

D-4 FM
Projects-Beaufort
Windley, Cecil – Latitude 35° 34.84', Longitude -77° 04.68'

Cecil Windley
112 Ida Street
Plymouth, NC 27962

Dear Mr. Windley:

On July 5, 2018, Beaufort Assistant County Ranger Sheldon Rhodes and I examined your timberland located off Windley Road in Beaufort County. The purpose of our examination was to document that your pine plantation established under the Conservation Reserve Program (CRP) CP22 would benefit from a thinning and to develop a suitable pre-harvest plan to accomplish the thinning with minimal environmental impacts. I understand that your objective is to manage this tract for timber growth and income and to reduce sediment and other nonpoint source impacts to nearby water systems (per the objective of the Conservation Reserve Program).

My recommendations in order to best achieve your objectives are described in the enclosed "Woodland Management Plan and Map." Some additional information is given below.

Present Situation and Recommendations

Area 1 (see "Woodland Management Map") consists of 53 +/- acres planted under the Conservation Reserve Program (CRP) in 2004. Zone 1 (Hardwood Zone), about 10 +/- acres, is adjacent to the qualifying waterways. This area was allowed to regenerate with natural hardwoods. Zone 2 (Pine Zone), about 43 +/- acres, was planted with loblolly pine. The trees are currently 7-14 inches in diameter and 56 feet tall. Presently, the pine trees are overstocked and would benefit from a thinning. Silviculturally, the sooner you can get the work done the better. I recommend that you set a goal to have the stand thinned as soon as the arrangements can be worked out. Forked, crooked, suppressed and diseased trees should be removed and sold as pulpwood or chip/n/saw. Thinning will improve the growth of the better trees by allowing them to receive more sunlight and nutrients resulting in a healthier stand, which should reduce the chances of Southern Pine Beetle and disease problems and help reduce debris and nutrient loading in the adjoining ditches and watersheds.

Pre-harvest Recommendations

It is especially important that the area be thinned properly. If the trees are damaged in the thinning or if the best trees are removed in the thinning, more harm than good may be the result. Also, improperly placed skid trails and loading decks could compromise water quality and damage the soil structure. It is also very important to keep logging equipment out of the area when the ground conditions are saturated or when any rutting during equipment use is noted.

Please note the “Woodland Management Map” that identifies the recommended location of the logging decks and skid trails to effectively thin your plantation with minimal disturbance. The deck size should be kept as small as possible (less than one half acre). (Please note that the “Approved Forest Management Checklist” for CRP recommends that all logging decks be located 200 feet from any CRP qualifying water body.) Steel bridges should be utilized at the deck and water course crossings and removed when the operation is completed. The skid corridor should be no wider than necessary (no wider than 40 feet) to make the turn minimizing damage to standing trees. Any debris or sediment within the water courses should promptly be cleaned up. An oil spill kit should be maintained on site and any accidental oil or chemical spills should be cleaned up immediately. Authorities should be contacted immediately at 252-946-6481 or 1-800-858-0368 if the spill meets the reportable criteria (see **Environmental Concerns** below).

Thinning or cutting of the pines within the 50 foot “no cut” zone is **not permitted**. No equipment should be within the 50 foot “no cut” zone. Cutting within this area is a violation of the Conservation Reserve Program rules. If you have any questions or concerns about thinning within the 50-foot “no cut” zone or where the 50-foot “no cut” zone is located, you should contact the Beaufort County NRCS office at 252-946-4989.

Please notify the Natural Resource Conservation Service (NRCS) office in Beaufort County before the thinning begins. They can review your logging plan to make sure you will be in compliance with their contract expectations.

Safety of the public and logging crew is very important and all safety precautions as recommended by OSHA should be implemented at all times. A site specific safety plan should be documented and followed by all logging crew members. Trucks entering highway signs should be appropriately placed on the highway around any area where log trucks are entering the highway. All trash shall be disposed of in appropriate containers and removed from the logging site (to an approved waste disposal site) daily or when the job is completed.

Use of a Consultant Forester

You should consider utilizing a private consulting forester to assist you with any upcoming thinning sales to ensure that both your financial interest and natural resources are not compromised. A consulting forester is very knowledgeable of the different harvesting techniques and environmental regulations that must be followed in thinning your timber.

Environmental Concerns during Thinning

Heavy equipment (such as logging equipment) should stay off all areas during wet periods. The soil compaction, soil rutting, and soil structure deterioration from working on the tract under wet conditions can result in a tremendous reduction in site productivity.

On December 9, 1999, the North Carolina Environmental Management Commission adopted rules to protect 50-foot wide riparian, or waterside, buffers along waterways in the Neuse and Tar-Pamlico River Basins. These rules require protection of existing forest buffers along all intermittent and perennial streams, lakes, ponds, and estuaries located in the Neuse and Tar-Pamlico River Basins. It is extremely important that these rules be followed, as violating these rules can increase nutrients into waterways and also result in large fines. Enclosed you will find a "Neuse and Tar-Pamlico Buffer Rules" handout. This is a condensed version of the rule that outlines the specific forestry buffer requirements. When the "Riparian Buffer Rules" conflict with "Forest Practices Guidelines Related to Water Quality," the more protective shall apply.

Per general statute 143-215.85 "A person who owns or has control over petroleum that is discharged into the environment shall immediately take measures to collect and remove the discharge, report the discharge to the Department within 24 hours of the discharge, and begin to restore the area affected by the discharge in accordance with the requirements of this Article if the volume of the petroleum that is discharged is 25 gallons or more or if the petroleum causes a sheen on nearby surface water or if the petroleum is discharged at a distance of 100 feet or less from any surface water body. If the volume of petroleum that is discharged is less than 25 gallons, the petroleum does not cause a sheen on nearby surface water, and the petroleum is discharged at a distance of more than 100 feet from all surface water bodies, the person who owns or has control over the petroleum shall immediately take measures to collect and remove the discharge. If a discharge of less than 25 gallons of petroleum cannot be cleaned up within 24 hours of the discharge or if the discharge causes a sheen on nearby surface water, the person who owns or has control over the petroleum shall immediately notify the Department."

Forest Practice Guidelines Related to Water Quality must also be followed to prevent water quality problems. This includes leaving a Streamside Management Zone (SMZ) along all intermittent and perennial streams and waterbodies located on the property.

Other Considerations

I would suggest you continue to maintain a close watch on your timber and look for any serious disease or insect infestations. Some signs to look for are clusters of dead pine trees or trees in which the entire crown has turned reddish-brown. If you suspect your timber may have a disease or insect causing damage, contact your County Ranger immediately.

Conclusion

You should discuss your pre-harvest plan with the Farm Service Agency (FSA), the Natural Resource Conservation Service (NRCS), Logging Contractor, and Consulting Forester before implementing any thinning sales. If you have any questions, feel free to give Beaufort County Ranger Jim Linson a call at (252)-946-3944 or me at 252-514-4764. For questions regarding your CRP contract you should contact the Beaufort County NRCS Office at 252-946-4989. We look forward to serving you in the future.

Sincerely,



Austin Harriett
Service Forester
NC Registered Forester # 1759



AH:JL:LW

Enclosures: Thinning Pine Stands
Selecting a Consulting Forester
List of Consulting Foresters for Beaufort County
List of Timber Buyers for Beaufort County
Timber Sale Contract
Tax Tips for Forest Landowners for the 2017 Tax Year
Forest Practices Guidelines Related to Water Quality
Neuse and Tar-Pamlico Buffer Rules
A Glossary of Forestry Terms
Boundary Line Maintenance
Land Ownership, Liability, and the Law in North Carolina

cc: Jim Linson, Beaufort County Ranger
Farm Service Agency, Beaufort County
Natural Resources Conservation Service, Beaufort County

N. C. FOREST SERVICE
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Woodland Management Plan

PRESCRIPTION SHEET FOR: Cecil Windley **DATE:** July 6, 2018

DESCRIPTION OF AREA: 1 **ACRES:** 53±

This is a 14-year-old loblolly pine plantation planted under the Conservation Reserve Program (CRP). Zone 1, adjacent to the qualifying water ways was allowed to regenerate naturally as a buffer to protect water quality and provide diversity. Care should be taken during the logging operation to protect the hardwood buffers. Zone 2 is planted with loblolly pines. The diameters of the pines range from 7 to 14 inches at diameter breast height and the heights of the dominant pines average 56 feet. The pine basal area (see enclosure "Glossary of Forestry Terms") ranges from 130 to 180 square feet per acre at diameter breast height. We took a core sample from one of the pine trees to determine the age and growth rate. The trees are growing at a rate of two inches in diameter growth within a 5-year period. This is a rapid growth rate. The stem quality is good although the trees are limby. We also observed some trees with forked tops. There is some fusiform in this stand, but it is not a major concern. Fusiform is caused by a fungus that infects trees and causes galls and cankers on the stems and branches. Fusiform reduces growth and weakens the trees. Where fusiform cankers form, they damage the wood quality and lower the trees value. The understory consists of sweetgum, red maple, yellow-poplar, mimosa, cedar, wax myrtle, beauty berry, and grapevine.

The predominant soil types as listed in the "Soil Survey of Beaufort County, North Carolina" are AltaVista (moderately well drained, fine sandy loam), Augusta (somewhat poorly drained, fine sandy loam), Lenoir (somewhat poorly drained, loam), Seabrook (moderately well drained, loamy sand), and Tarboro (somewhat excessively drained, sandy loam). This soil type is suitable for pine management with the site index for loblolly pine being 72-91 base age 50 (for site index 72-91, a 50-year-old loblolly pine should be 72-91 feet tall).

**ALL PRACTICES MUST MEET NCFS STANDARDS AND FOREST PRACTICES
GUIDELINES RELATED TO WATER QUALITY.**

N. C. FOREST SERVICE
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Woodland Management Plan

PRESCRIPTION SHEET FOR: Cecil Windley

DATE: July 6, 2018

DESCRIPTION OF AREA: 1 (continued)

ACRES: 53±

<u>RECOMMENDATIONS</u>	<u>BY WHOM AND WHEN</u>
<ol style="list-style-type: none">1. Review pre-harvest plan recommendations listed above with NRCS, FSA, Consulting Forester, and Logging Contractor.2. Improve the growth rate on the best trees by conducting a thinning operation. This is best done by:<ol style="list-style-type: none">a) Harvesting every 3th or 5th row planted.b) Selectively thin the uncut strips. Only the poorest, slowest growing trees should be cut, leaving the better trees to continue their good growth.c) No thinning is allowed in the “no cut” zone along the qualifying water ways. (See pre-harvest recommendations above for more details)<p>After thinning, the basal area should be between 50-70 square feet per acre.</p>3. Reexamine in 10 years for updated recommendations and possible 2nd thinning or more frequently as conditions warrant.	<ol style="list-style-type: none">1. Landowner-Current.2. In 2018-24, during dry period; by landowner and/or private consulting forester. See enclosed “List of Consulting Foresters in Beaufort County,” “Timber Buyers in Beaufort County” and “Suggested Provisions for Timber Sale Contracts.”3. In approximately 2028 by landowner, private consultant and/or N.C. Forest Service.

ALL PRACTICES MUST MEET NCFS STANDARDS AND FOREST PRACTICES GUIDELINES RELATED TO WATER QUALITY.

North Carolina Department of Environment and Natural Resources
Division of Soil and Water Conservation

Michael F. Easley, Governor
William G. Ross Jr., Secretary
Manly S. Wilder, Director



June 27, 2007

Mr. Cecil Windley
112 Ida Street
Plymouth, North Carolina 27962-9532

**Re: Thirty-year Conservation Easement from Cecil Windley et als
to The State of North Carolina**

Dear Mr. Windley:

The acquisition of a thirty-year conservation easement pursuant to the North Carolina Conservation Reserve Enhancement Program ("CREP") on certain lands owned by you and your brother located in Washington Township, Beaufort County, North Carolina has been completed. Therefore, copies of the following documents are enclosed for your file.

- a. Copy of the Deed of Conservation Easement;
- b. Copy of the HUD-1 Closing Statement;
- c. Copy of the Disbursements Summary/Balance Sheet;
- d. Copy of Affidavit as to Non-Foreign Status of Cecil Windley;
- e. Copy of the Acknowledgement of Receipt of CREP-STATE Contract;
- f. Copy of 1099-S for Cecil Windley;
- g. Copy of the Owners Affidavit Regarding Liens;
- g. Copy of the Acknowledgment of Receipt of Settlement Statement;
- h. Copy of the CREP-STATE contract.

I sincerely appreciate all your help in getting this matter resolved and I appreciate the opportunity to have been of service to you.

Sincerely,

Janine S. Owens, Paralegal for
NCDENR

JO
Enclosure

FOR REGISTRATION REGISTER OF DEEDS
 JENNIFER LEGGETT WHITEHURST
 BEAUFORT COUNTY, NC
 2007 JUN 19 09:31:24 AM
 BK: 1591 PG: 83-91 FEE: \$35.00
 NC REVENUE STAMP: \$26.00
 INSTRUMENT # 2007004956

DEED OF CONSERVATION EASEMENT

Excise Tax \$ 26.00

Tax ID/Parcel/PIN: 15023505

**NORTH CAROLINA
 BEAUFORT COUNTY**

Prepared by and
 After Recording Return to:

**Mr. Jonathan T. Lanier
 N.C. Dept. of Environment & Natural Resources
 Division of Soil & Water Conservation
 943 Washington Square Mall
 Washington, NC 27889**

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement"), effective as of the 12TH day of February, 2004 and given by Cecil Windley and wife, Marlene W. Windley, Donald Windley and wife, Linda S. Windley, (hereinafter "Grantor" or "Owner"), citizens and resident of North Carolina, to the STATE OF NORTH CAROLINA (hereinafter "Grantee" or "State") by and through the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (hereinafter "DENR");

WITNESSETH:

WHEREAS, the State has established the Conservation Reserve Enhancement Program ("CREP") pursuant to Chapter 113A, Article 16 of the North Carolina General Statutes, for the purposes of acquiring, maintaining, restoring and enhancing wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, wildlife habitat, and recreational opportunities; and

WHEREAS, the State is authorized by Chapter 121, Article 4 of the North Carolina General Statutes to acquire conservation easements; and

WHEREAS, Grantor owns in fee simple absolute certain real property lying and being in Washington Township, Beaufort County, North Carolina (the "Property"), and more particularly described on the attached "Exhibit A" which is incorporated by reference as if fully set forth herein; and

WHEREAS, Grantor and Grantee have agreed to set aside 52.491 acres more or less of the Property (as described herein below and hereinafter referred to as the "Easement Area"), for the purpose of including but not limited to; creating a conservation easement to preserve, enhance, restore, and maintain the natural features and resources of the easement Area, to provide habitat for native plants and animals, to improve and maintain water quality, and to control runoff of sediment (hereinafter the "Conservation Values").

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Ten Dollars (\$10.00) and other good and valuable consideration provided pursuant to the terms of CREP, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, this Conservation Easement in the Easement Area, (exclusive of any area known to or later identified as containing hazardous substances or wastes) which is more particularly described on the attached "Exhibit B" incorporated by reference as if fully set forth herein.

**LEGAL DESCRIPTION OF BASE TRACT
PROPERTY OF CECIL WINDLEY AND DONALD WINDLEY
WASHINGTON TOWNSHIP
BEAUFORT COUNTY, NORTH CAROLINA**

Being that parcel land containing 77 acres, more or less located in Washington Township, Beaufort County, North Carolina, more particularly described in that deed recorded in Book 342, Page 445, and further being that property shown on map recorded in Map Book 3, Page 48, Beaufort County Registry. Said deed and map are incorporated herein for a more particular, complete and accurate description. Being the same tract of land assigned Farm No. 1589, Tract No. 585 – Fields 1-8, and Beaufort County Tax Parcel Number: 15023505

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA
PROPERTY OF CECIL WINDLEY AND DONALD WINDLEY
WASHINGTON TOWNSHIP
BEAUFORT COUNTY, NORTH CAROLINA

Being that tract or parcel of land as shown on that survey entitled "CREP EASEMENT" C-7-04-07, 52.491 ACRES, Surveyed By: North Carolina Department of Environment and Natural Resources Division of Soil and Water Conservation 1614 MAIL SERVICE CENTER, RALEIGH, NC 27699-1614, PROPERTY OF CECIL WINDLEY AND DONALD WINDLEY, dated NOVEMBER 2005 recorded in Plat Cabinet 8, Slide 97, Plat 7 Beaufort County Registry incorporated herein by reference.

TOGETHER WITH the right of ingress, egress and regress over, upon and across the Property and the land of other owners from a public road for the purpose of gaining uninterrupted access to and from the Easement Area described herein.

THE FURTHER TERMS AND CONDITIONS OF THE CONSERVATION EASEMENT ARE AS FOLLOWS:

I. DURATION OF EASEMENT

This Conservation Easement shall remain in effect for thirty (30) years from the effective date. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its personal representatives, heirs, successors, assigns, lessees, agents, and licensees.

II. PROHIBITED AND RESTRICTED USES AND ACTIVITIES

Any activity on, or use of, the Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. The Easement Area shall be maintained in its natural and open condition and restricted from any development that would impair or interfere with the Conservation Values.

In addition to the foregoing, the following specific activities are prohibited, restricted, or reserved, as the case may be, within the Easement Area:

A. PROHIBITED USES AND ACTIVITIES

1. **Industrial Uses.** All industrial uses are prohibited.
2. **Residential Uses.** All residential uses are prohibited.
3. **Commercial Uses.** All commercial uses are prohibited.
4. **Agricultural Uses.** Agricultural uses are prohibited except for silvicultural practices as expressly allowed and described in Sections II.B.4. and II.B.5. herein-below.
5. **Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance or machinery, or other material on the easement area is prohibited.
6. **Livestock.** There shall be no livestock grazing within the Easement Area, nor shall be allowed therein any confined animal facilities.

B. RESTRICTED USES AND ACTIVITIES

1. **New Construction.** There shall be no building, facility, mobile home, or other structure constructed on or placed within the Easement Area, except as necessary for the cleanup or remediation of hazardous substances or hazardous wastes on the Property.
2. **Signs.** No signs shall be permitted within the Easement Area except interpretative signs identifying the Conservation Values of the Easement Area, signs identifying CREP, the Owner, Grantee and/or DENR, and/or signs giving directions or prescribing rules and regulations for the use of the Easement Area and the Property.
3. **Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavating, 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 except as reasonably necessary for the purpose of alleviating erosion, dispersing sheet flow maintain water quality and wetland values, except as necessary for the cleanup or remediation of hazardous material or hazardous wastes on the Property.
4. **Burning, Cutting, Removal, Grazing or Destruction of Vegetation.** There shall be no burning, cutting, removal, grazing or destruction of trees, shrubs, grasses or other vegetation (collectively, "Vegetation") within the Easement Area except for: (1) practice establishment; (2) non-native, invasive or noxious Vegetation; (3) dead, insect-infested or diseased Vegetation; (4) trees impeding the flow of the Water Body; (5) removal necessary to protect rare and endangered species; (6) Vegetation for one crossing for vehicular access to the remainder of the Property; (7) burning in accordance with the established Conservation Plan and/or Forest Management Plan. Notwithstanding the previous sentence, the Grantors, beginning in year 16, may selectively harvest trees more than 50 feet from the watercourse according to an established forestry management plan.

5. **Cutting, Haying, Mowing, Seed Harvesting, Grazing, Plowing and Tilling.** There shall be no cutting, haying, mowing, seed harvesting, grazing, use of pesticides, plowing or tilling within the Easement Area except for: (1) practice establishment; (2) non-native or invasive grasses or noxious weeds; (3) dead (not dormant), insect-infested or diseased grasses; (4) removal to protect rare and endangered species; or (5) burning in accordance with the established Conservation Plan. Whenever mowing is allowed as set forth in this paragraph, it shall not take place between April 15 and September 15 of any year (or as may be otherwise determined by the State). Mowing for cosmetic purposes is not permitted under any circumstances. Any of the activities described in this section II.B.5. or in Section II.B.4. herein-above, must be conducted in strict compliance with the Conservation Plan (as defined herein-below), and in no event may vegetation be cut lower than 6 inches.

III. GRANTORS' OBLIGATIONS AND WARRANTIES

A. Establishment of Conservation Practices. The Grantor shall establish and maintain riparian buffers, grass filter strips, wetlands, or hardwood tree plantings within the Easement Area and along the protected riparian resource in accordance with a written conservation plan (the "Conservation Plan"). If the Grantor chooses to establish a forested practice, the buffer must be consistent with a forest management plan developed for the Easement Area and approved by a forester registered by the North Carolina State Board of Registration for Foresters (the "Forest Management Plan"). The Forest Management Plan shall be prepared in conjunction with the State, the Natural Resource Conservation Service, and the local Soil and Water Conservation District. All practices established under CREP shall be maintained according to the Conservation Plan and the Forest Management Plan. A copy of the Conservation Plan shall be kept on file in the office of the local Soil and Water Conservation District.

B. Establishment of Forest Management Plan. Forest management practices shall be consistent with the intent of this Easement and the water quality and wildlife habitat purposes of CREP and shall maintain the effectiveness of the CREP enrollment. Forest management practices shall be in accordance with the Forest Management Plan. Protection of water quality shall be the primary goal of the Forest Management Plan. All Forest Management Plans shall provide for diverse wildlife habitat to the maximum extent practicable, including but not limited to early successional habitat for activities. Singletree or group selection methods should be used as harvesting methods. After canopy closure, thinning shall be allowed to an average of 25 square feet basal area below the basal area recommended in the thinning guide published by the USDA Forest Service. As a general rule, enough trees should be removed to allow direct sunlight to fall on 50 percent of the forest floor at noon on a bright day. Subsequent thinning should be considered in order to maintain the tree stand in a productive early successional wildlife habitat condition. Forest Management Plans will be used during the term of this Easement to regenerate the next stand of trees by enhancing the natural regeneration processes, including ecological succession, while maintaining water quality benefits. Forest management may be used to remedy adverse stand conditions created by natural or human-induced catastrophes. Forestry activities, including harvesting, must be carried out according to all existing Federal, State and local laws, rules, regulations and guidelines, and should be limited to a time of the year when the water table is low enough that rutting and compaction will not occur to such extent that normal hydrology is interrupted or soil structure changed. A copy of the Forest Management Plan shall be kept on file in the office of the local Soil and Water Conservation District.

C. Warranty as to Environmental Conditions. The Grantor warrants that it has no actual knowledge of the existence of any hazardous substances or wastes or the release or threatened release of any hazardous substances or wastes on the Easement Area, and that no notice of a violation of any state, federal or local environmental law, ordinance, statute, treaty, decree, rule or regulation has been issued or is pending with respect to the Easement Area.

IV. RIGHT OF ENTRY

The Grantee or the Grantee's designated representatives shall have the right of ingress, egress and regress to and across the Property, Easement Area, and existing paths and farm roads, including but not limited to the lands, paths and farm roads of other property owners, required to gain access from a public road at all reasonable times for the purpose of inspecting said Easement Area to determine if Grantor is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. It shall be the responsibility of the Grantor to provide and ensure the above-referenced right of entry across the Property, the lands of other owners and existing paths and farm roads situated thereon, if necessary, to satisfy the terms of this Deed.

V. ENFORCEMENT AND REMEDIES

A. Enforcing Authority. Grantee or its agents, representatives or designees, shall have the right to enforce all of the terms of this Easement. In addition, this Easement may only be amended by a written document that is executed by the Grantor and the Grantee and recorded among the land records of the appropriate jurisdiction.

B. Methods of Enforcement. In the event a violation of these terms, conditions, or restrictions is found to exist, the Grantee may institute a suit to enjoin by ex parte temporary or permanent injunction such violation and to require the restoration of the Easement Area to its prior condition. Additionally, the parties hereto may agree to binding mediation before the Soil and Water Conservation Commission of any dispute regarding an alleged violation of this Easement.

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

VI. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This instrument sets forth the entire agreement between the parties with respect to the Conservation Easement. All prior discussions, negotiations, understandings or agreements relating to the Conservation Easement are hereby merged into this Easement.

B. Severability. If any provision of this Easement is found to be invalid, the remainder of the provisions of the 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.

C. Gender. The designations Grantor, Grantee, Owner and State as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter gender as required by context.

D. Headings. The headings of the various sections of this Conservation Easement have been inserted for convenience only and shall in no way modify, define, limit or expand the express provisions of this Conservation Easement.

E. Notices. Any notices shall be sent by registered or certified mail, return receipt requested, to the parties at their addresses shown below:

If to Grantee:

NCDENR
Attn: DSWC (CREP)
1614 Mail Service Center
Raleigh, NC 27699-1614

If to Owner:

Cecil Windley
112 Ida Street
Plymouth, NC 27962-9532

F. Transfer of the Property. Grantor shall notify DENR in writing of the name and street address of any party to whom the Easement Area or any part of the Property is to be transferred at or prior to the time said transfer is made. Such subsequent owner's name and address shall be then substituted in paragraph E. hereinabove. Grantor further agrees to make any subsequent lease, deed or other legal instrument by which any interest in the Easement Area or the Property is transferred subject to this Conservation Easement.

G. Quiet Enjoyment. Grantor reserves all rights accruing from ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited or restricted herein and are not inconsistent with the purposes of the Conservation Easement. Without limiting the generality of the foregoing, Grantor expressly reserves unto itself, its invitees, licensees, successors and assigns, the rights of access to and quiet enjoyment of the Easement Area. Grantor further reserves unto itself, its licensees, invitees, successors and assigns the right to hunt, fish, temporarily camp or make any other recreational use of the Property that does not impact the Conservation Values of the Easement Area or the Property; provided however, that all such activity shall be conducted in accordance with all applicable state and federal laws, rules and regulations pertaining thereto, existing on the date hereof or as the same may be amended in the future. The Grantor also reserves the right to charge a fee to any persons engaged in such activities on the Property.

H. Subsequent Liens on Property. No provision of this Easement should be construed as impairing the ability of Grantor to use the Property as collateral for any subsequent loan, provided that any mortgage or

lien arising from such a transaction must not be inconsistent with the terms of this Easement and must be subordinate to this Easement.

I. Waste; Impairment of Title; Payment of Taxes and Other Charges. Owner shall not destroy, damage or impair the Easement Area, allow it to deteriorate, commit waste on the Easement Area or otherwise take any action on the Property or in the Easement Area in conflict with the terms of the Conservation Plan, the Forest Management Plan or this Conservation Easement. Owner shall take no action that can impair his title to the Property unless otherwise allowed by the terms of this Conservation Easement. Owner shall promptly and regularly pay all taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Conservation Easement.

J. Binding Effect. This Easement shall run with the land and be binding on the Grantor hereof, his heirs, administrators, successors and assigns.

K. Changed Conditions. The grant or donation of this Conservation Easement gives rise to a property right immediately vested in Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole. That proportionate value of Grantee's property rights shall remain constant. If changed conditions occur, which make impossible or impractical any continued protection of the Property for conservation purposes, the restrictions contained herein may be extinguished, but only by judicial proceeding and not by any other manner that may be otherwise in this Conservation Easement. The Grantee shall be entitled to a portion of the Proceeds of Sale of such judicial proceedings. Grantee's portion of the Proceeds of Sale shall be equal to the proportionate value that Grantee's interest in the Easement Area bears to the value of the Property as a whole as of the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Area, or any damages otherwise awarded as a result of judicial proceeding, minus the Grantor's expenses from such transaction or proceeding. As allowed by G.S. 146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the conservation purposes set forth herein.

L. Condemnation. Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate, or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor shall immediately give notice to Grantee, and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking. Any proceeds recovered in such actions shall be divided in accordance with the proportionate value of Grantor's and Grantee's interests as specified herein; all expenses including attorneys' fees incurred by Grantor and Grantee in such action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the proportionate value that Grantee's interest in the Easement Area bears to the value of the Property as a whole as of the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Area, or any damages otherwise awarded as a result of judicial proceeding, minus the Grantor's expenses from such transaction or proceeding. As allowed by G.S. 146-30(a) Grantee shall use its share of the proceeds of sale in a manner consistent with the conservation purposes set forth herein.

TO HAVE AND TO HOLD the aforesaid rights and easements and all privileges and appurtenances thereto unto Grantee for the aforesaid purposes;

AND Grantor covenants that it is seized of said premises in fee and has the right to convey the easement herein granted; that the same are free and clear of encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever subject to the following permitted exceptions, if any, to wit: All matters of record in the Beaufort County Public Registry.

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

Cecil Windley (SEAL)
Cecil Windley

Marlene W. Windley (SEAL)
Marlene W. Windley

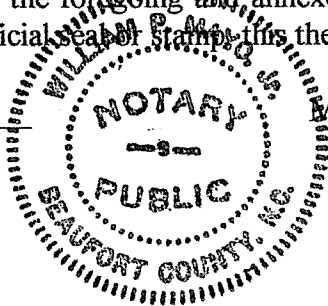
Donald Windley (SEAL)
Donald Windley

Linda S. Windley (SEAL)
Linda S. Windley

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, the undersigned, a Notary Public of the aforesaid county and state do hereby certify that before me this day personally appeared Cecil Windley and wife, Marlene W. Windley, Grantor and after being first duly sworn, acknowledged the due execution of the foregoing and annexed instrument for the purposes and intents therein expressed. Witness my hand and official seal or stamp, this the 11th day of June, 2007.

William P. Mayo
Notary Public

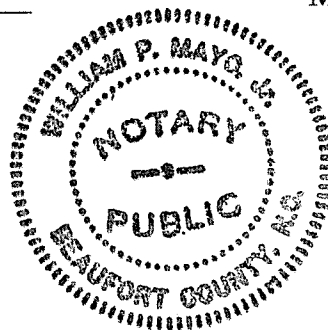


My Commission Expires: 8-20-2007

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, the undersigned, a Notary Public of the aforesaid county and state do hereby certify that before me this day personally appeared Donald Windley and wife, Linda S. Windley, Grantor and after being first duly sworn, acknowledged the due execution of the foregoing and annexed instrument for the purposes and intents therein expressed. Witness my hand and official seal or stamp, this the 11 day of June, 2007.

William P. Mayo
Notary Public



My Commission Expires: 8-20-2007



JENNIFER LEGGETT WHITEHURST
BEAUFORT COUNTY REGISTER OF DEEDS
COURTHOUSE BUILDING
112 W. 2ND STREET
WASHINGTON, NC 27889

Filed For Registration: 06/19/2007 09:31:24 AM

Book: RE 1591 Page: 83-91

Document No.: 2007004956

EASEMENT 9 PGS \$35.00

NC REAL ESTATE EXCISE TAX: \$26.00

Recorder: ELTHA S BOOTH

2007004956

2007004956

*Label
NC DENR*



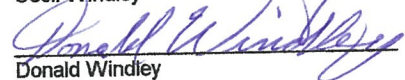
A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.				
		6. FILE NUMBER: ELSIE CRATCH			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> <div style="text-align: right; font-size: small;">1.0 3/98 (ELSIE CRATCH.PFD/ELSIE CRATCH/4)</div>						
D. NAME AND ADDRESS OF BUYER: State of North Carolina by and through DENR 1614 Mail Service Center Raleigh, NC 27699-1614		E. NAME AND ADDRESS OF SELLER: Cecil Windley Donald Windley 112 Ida Street Plymouth, NC 27962-9532		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: NCSR 1444 Washington Twsp., NC Beaufort County, North Carolina 07-004-007 52.491 acres		H. SETTLEMENT AGENT: PLACE OF SETTLEMENT 1614 Mail Service Center Raleigh, NC 27699-1614			I. SETTLEMENT DATE: <div style="font-size: 1.5em; color: blue;">6-19-07</div>	
J. SUMMARY OF BUYER'S TRANSACTION						
100. GROSS AMOUNT DUE FROM BUYER:						
101. Contract Sales Price		12,571.00				
102. Personal Property						
103. Settlement Charges to Buyer (Line 1400)		56.00				
104.						
105.						
<i>Adjustments For Items Paid By Seller in advance</i>						
106. City/Town Taxes to						
107. County Taxes to						
108. Assessments to						
109.						
110.						
111.						
112.						
120. GROSS AMOUNT DUE FROM BUYER		12,627.00				
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:						
201. Deposit or earnest money						
202. Principal Amount of New Loan(s)						
203. Existing loan(s) taken subject to						
204.						
205.						
206.						
207.						
208.						
209.						
<i>Adjustments For Items Unpaid By Seller</i>						
210. City/Town Taxes to						
211. County Taxes to						
212. Assessments to						
213.						
214.						
215.						
216.						
217.						
218.						
219.						
220. TOTAL PAID BY/FOR BUYER						
300. CASH AT SETTLEMENT FROM/TO BUYER:						
301. Gross Amount Due From Buyer (Line 120)		12,627.00				
302. Less Amount Paid By/For Buyer (Line 220)		()				
303. CASH (X FROM) (TO) BUYER		12,627.00				
K. SUMMARY OF SELLER'S TRANSACTION						
400. GROSS AMOUNT DUE TO SELLER:						
401. Contract Sales Price		12,571.00				
402. Personal Property						
403.						
404.						
405.						
<i>Adjustments For Items Paid By Seller in advance</i>						
406. City/Town Taxes to						
407. County Taxes to						
408. Assessments to						
409.						
410.						
411.						
412.						
420. GROSS AMOUNT DUE TO SELLER		12,571.00				
500. REDUCTIONS IN AMOUNT DUE TO SELLER:						
501. Excess Deposit (See Instructions)						
502. Settlement Charges to Seller (Line 1400)		26.00				
503. Existing loan(s) taken subject to						
504. Payoff of first Mortgage						
505. Payoff of second Mortgage						
506.						
507.						
508.						
509.						
<i>Adjustments For Items Unpaid By Seller</i>						
510. City/Town Taxes to						
511. County Taxes to						
512. Assessments to						
513.						
514.						
515.						
516.						
517.						
518.						
519.						
520. TOTAL REDUCTION AMOUNT DUE SELLER		26.00				
600. CASH AT SETTLEMENT TO/FROM SELLER:						
601. Gross Amount Due To Seller (Line 420)		12,571.00				
602. Less Reductions Due Seller (Line 520)		(26.00)				
603. CASH (X TO) (FROM) SELLER		12,545.00				

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I have also carefully reviewed the Disbursement Summary/Balance Sheet, and I certify that it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Disbursement Summary/Balance Sheet.

Seller


Cecil Windley


Donald Windley

L. SETTLEMENT CHARGES									
700. TOTAL COMMISSION Based on Price					\$	@	%	PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:									
701. \$ to									
702. \$ to									
703. Commission Paid at Settlement									
704. to									
800. ITEMS PAYABLE IN CONNECTION WITH LOAN									
801. Loan Origination Fee					%	to			
802. Loan Discount					%	to			
803. Appraisal Fee						to			
804. Credit Report						to			
805. Lender's Inspection Fee						to			
806. Mortgage Ins. App. Fee						to			
807. Assumption Fee						to			
808.									
809.									
810.									
811.									
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE									
901. Interest From					to	@	\$	/day	(days %)
902. MIP TotlIns. for LifeOfLoan					for	months	to		
903. Hazard Insurance Premium for					years	to			
904.									
905.									
1000. RESERVES DEPOSITED WITH LENDER									
1001. Hazard Insurance					months	@	\$	per month	
1002. Mortgage Insurance					months	@	\$	per month	
1003. City/Town Taxes					months	@	\$	per month	
1004. County Taxes					months	@	\$	per month	
1005. Assessments					months	@	\$	per month	
1006.					months	@	\$	per month	
1007.					months	@	\$	per month	
1008.					months	@	\$	per month	
1100. TITLE CHARGES									
1101. Settlement or Closing Fee						to			
1102. Abstract or Title Search						to			
1103. Title Examination						to			
1104. Title Insurance Binder						to			
1105. Document Preparation						to			
1106. Notary Fees						to			
1107. Attorney's Fees						to			
(includes above item numbers:)			
1108. Title Insurance						to			
(includes above item numbers:)			
1109. Lender's Coverage					\$				
1110. Owner's Coverage					\$				
1111.									
1112.									
1113.									
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES									
1201. Recording Fees: Deed \$					35.00	; Mortgage \$		Releases \$	35.00
1202. City/County Tax/Stamps: Deed								Mortgage	
1203. State Tax/Stamps: Revenue Stamps					26.00	; Mortgage			26.00
1204. to Beaufort County Register of Deeds							Recording Map	21.00	
1205.									
1300. ADDITIONAL SETTLEMENT CHARGES									
1301. Survey						to			
1302. Pest Inspection						to			
1303.									
1304.									
1305.									
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)								56.00	26.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

DISBURSEMENTS SUMMARY / BALANCE SHEET

Buyer: State of North Carolina by and through DENR
Seller: Cecil Windley
Donald Windley

Settlement Agent:

(919)715-1178

Place of Settlement: 1614 Mail Service Center
Raleigh, NC 27699-1614

Settlement Date: 6-19-07

Property Location: NCSR 1444
Washington Twsp., NC
Beaufort County, North Carolina
07-004-007
52.491 acres

INCOMING FUNDS

State of North Carolina by and through DENR

12,627.00

Total Incoming Funds

12,627.00

DISBURSEMENTS

Cecil Windley
Donald Windley
Beaufort County Register of Deeds
Recording Fees
State Tax/Stamps

Closing Proceeds
Closing Proceeds
Government Charges

35.00
26.00
21.00

6,272.50
6,272.50
82.00

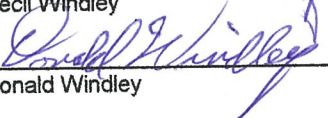
Total Disbursements

12,627.00

Number of checks - 3

I have also carefully reviewed the Disbursement Summary/Balance Sheet, and I certify that it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Disbursement Summary/Balance Sheet.


Cecil Windley


Donald Windley

STATE OF NORTH CAROLINA

AFFIDAVIT AS TO NON-FOREIGN
STATUS AND TAX IDENTIFICATION
NUMBER

COUNTY OF BEAUFORT

The administrative rules of the North Carolina Conservation Reserve Enhancement Program (CREP), 15A NCAC 6G, state that any person who is an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationalization Act (8 USC 1101 et seq.), or who is not a citizen of the United States is ineligible to receive payments under CREP or any CREP contract unless such person meets the requirements of 7 CFR Part 1498. To inform the State of North Carolina of Affiant's citizenship or residency status, the undersigned Affiant does hereby certify the following:

1. That the undersigned is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. That the undersigned is not a resident alien lawfully admitted into the United States for permanent residence under the Immigration and Naturalization Act (8 USC 1101);
3. That the undersigned is a citizen of the United States;
4. That the undersigned's taxpayer identification number 242-68-8572; and
5. That the undersigned's name and address are:

Cecil Windley
112 Ida Street
Plymouth, NC 27962-9532

The undersigned understands that this Affidavit may be disclosed to the United States Department of Agriculture, the Internal Revenue Service and the North Carolina Revenue Department by the State, and that the making of any false statement herein could subject the undersigned to punishment by fine, imprisonment or both.

Under penalty of perjury, I declare that I have examined this Affidavit and that to the best of my knowledge and belief, its contents are true and correct.

Cecil Windley (SEAL)
Cecil Windley

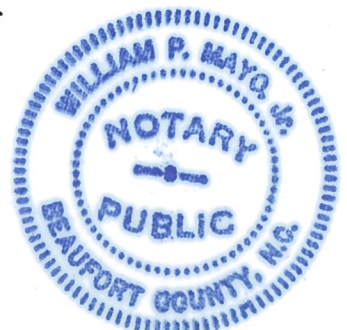
STATE OF NORTH CAROLINA
BEAUFORT COUNTY

I, the undersigned, a Notary Public in and for the aforesaid county and state, do hereby certify that personally appeared before me this day, Cecil Windley and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and official stamp or seal this the 11th day of June, 2007.

William P. Mayo Jr.
Notary Public
Stamp/Seal

My Commission Expires:

8-20-2007



ACKNOWLEDGEMENT OF RECEIPT OF CREP-STATE CONTRACT

The undersigned property owners of certain real property located in Washington Township, Beaufort County, North Carolina have enrolled said property in the North Carolina Conservation Reserve Enhancement Program ("CREP"). This enrollment is signified by the execution of one (1) CREP contract (the CREP-STATE Contract") and has been accepted by the Hyde County Soil and Water Conservation District ("District"), and the North Carolina Department of Environment & Natural Resources, Division of Soil & Water Conservation ("Division"). Accordingly, the representative of the District hereby acknowledges receipt of one (1) copy of the CREP-STATE Contract C-007-004-007 and delivery to the property owners of one (1) copy of the same. The property owners hereby acknowledge receipt of one (1) copy of the CREP-STATE Contract.

This the 19 day of June, 2007

District Representative:

Brad Alligood
Beaufort County Soil & Water Conservation District

Owner:

Cecil Windley
Cecil Windley

Marlene W. Windley
Marlene W. Windley

Donald Windley
Donald Windley

Linda S. Windley
Linda S. Windley

SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR:
OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS

1614 Mail Service Center
Raleigh, NC 27699-1614
(919)715-1178

Filer's Federal Tax ID Number:

File Number:

ELSIE CRATCH

SELLER/TRANSFEROR'S NAME AND ADDRESS

Cecil Windley

112 Ida Street
Plymouth, NC 27962-9532

Transferor's Federal Tax ID Number:

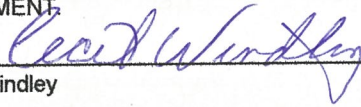
242-68-8572

1) Date of Closing: 6/19/07	2) Gross Proceeds: 6285.50	4) X here if property or services received:	5) Buyer's part of real estate tax:
3) Address or Legal Description: NCSR 1444/Washington Twsp. NC			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT FEDERAL TAX IDENTIFICATION NUMBER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.


Cecil Windley

6-11-07
Date

Instructions for Transferor

Sign and return a copy of this form immediately to .

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses.

You may have to recapture (pay back) all or part of a Federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523.

TO: THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT & NATURAL RESOURCES

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

OWNERS AFFIDAVIT REGARDING LIENS

The undersigned, being first duly sworn, deposes and says that:

I have owned the property described as follows:

See attached "Exhibits " incorporated by reference as if fully set forth herein


upon which a conservation easement is being granted to the STATE OF NORTH CAROLINA BY AND THROUGH THE DEPARTMENT OF ENVIRONMENT & NATURAL RESOURCES (the "State"), the title to said property has never been disputed or questioned to my knowledge, nor do I know of any facts by reason of which the title to, or possession of said property might be disputed or questioned, or by reason of which any claim to any said property might be asserted adversely.

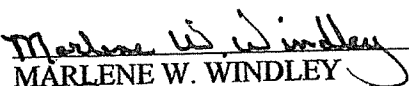
I know of no action or proceeding relating to said property which is now pending in any State or Federal Court in the United States nor do I know of any State of Federal Judgment or any State of Federal Lien of any kind or nature whatever which now constitutes a lien or charge upon the above described property.

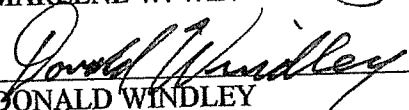
There are no unpaid bills or claims for labor or services performed or material furnished or delivered during the last 120 days for which a claim of lien could be filed pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes, as amended, against the above described property.


There are no chattel mortgages, conditional sales contracts, security agreements, financing statements, retention of title agreements, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the said property or the improvements thereon; and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof.

This affidavit is given to induce the State to purchase a conservation easement on my property pursuant to the Conservation Reserve Enhancement Program, and I agree to indemnify the State for any loss or damage (including attorney's fees, expenses, and costs) incurred by the State as a result of any untrue statement made herein.

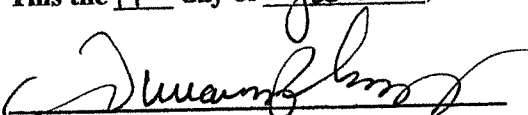
 (SEAL)
CECIL WINDLEY

 (SEAL)
MARLENE W. WINDLEY

 (SEAL)
DONALD WINDLEY

 (SEAL)
LINDA S. WINDLEY

Subscribed, and sworn to before me
This the 11th day of June, 2007.


Notary Public

My Commission Expires: 8/20/2007

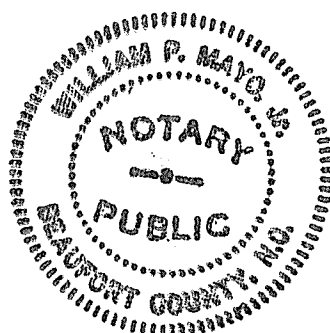


EXHIBIT A

**LEGAL DESCRIPTION OF BASE TRACT
PROPERTY OF CECIL WINDLEY AND DONALD WINDLEY
WASHINGTON TOWNSHIP
BEAUFORT COUNTY, NORTH CAROLINA**

Being that parcel land containing 77 acres, more or less located in Washington Township, Beaufort County, North Carolina, more particularly described in that deed recorded in Book 342, Page 445, and further being that property shown on map recorded in Map Book 3, Page 48, Beaufort County Registry. Said deed and map are incorporated herein for a more particular, complete and accurate description. Being the same tract of land assigned Farm No. 1589, Tract No. 585 – Fields 1-8, and Beaufort County Tax Parcel Number: 15023505

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA
PROPERTY OF CECIL WINDLEY AND DONALD WINDLEY
WASHINGTON TOWNSHIP
BEAUFORT COUNTY, NORTH CAROLINA

Being that tract or parcel of land as shown on that survey entitled "CREP EASEMENT" C-7-04-07, 52.491 ACRES, Surveyed By: North Carolina Department of Environment and Natural Resources Division of Soil and Water Conservation 1614 MAIL SERVICE CENTER, RALEIGH, NC 27699-1614, PROPERTY OF CECIL WINDLEY AND DONALD WINDLEY, dated NOVEMBER 2005 recorded in Plat Cabinet _____, Slide _____, Plat _____ Beaufort County Registry incorporated herein by reference.

TOGETHER WITH the right of ingress, egress and regress over, upon and across the Property and the land of other owners from a public road for the purpose of gaining uninterrupted access to and from the Easement Area described herein.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Buyer: State of North Carolina by and through DENR
Seller: Cecil Windley
Donald Windley

Settlement Agent:

(919)715-1178

Place of Settlement: 1614 Mail Service Center
Raleigh, NC 27699-1614

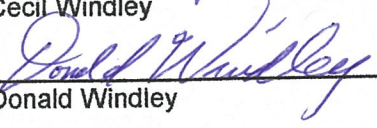
Settlement Date: 6-19-07

Property Location: NCSR 1444
Washington Twsp., NC
Beaufort County, North Carolina
07-004-007
52.491 acres

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

I have also carefully reviewed the Disbursement Summary/Balance Sheet, and I certify that it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Disbursement Summary/Balance Sheet.


Cecil Windley


Donald Windley

North Carolina



Conservation Reserve Enhancement Program

CREP-STATE

SEP 22 2004

007-004-007

CREP CONTRACT #

C 48 04 007

CRP CONTRACT #

802

CONTRACT DATE 2/12/04		ACRES ENROLLED 52.8		15 YEAR <input type="checkbox"/>	30 YEAR <input checked="" type="checkbox"/>	PERMANENT <input type="checkbox"/>
COUNTY Beaufort	FARM # 1589	RIVER BASIN Tar-Pam	AVG. BUFFER WIDTH 300	RECEIVING WATERS Lower Tranter's Creek		
LATITUDE: 35 34 46	LONGITUDE: 77 04 40	14-DIGIT HYDROLOGIC UNIT NUMBER 03020103090050				

TRACT NO.	DEED BOOK REFERENCE	COUNTY TAX PARCEL NUMBER	PRACTICE	ACRES	BONUS PAYMENT
585			CP-22	52.4 ^{cu} 52.8	\$ 12,471.00 12,566
Are trees used in the practice? Yes or No if yes, enter \$100					\$ 100
TOTAL					\$ 12,571.00 ^{cu} 12,666

THIS CONTRACT entered into between the State of North Carolina (referred to as the "State") and the undersigned owner(s), on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant". The Participant agrees to place the designated acreage into the Conservation Reserve Enhancement Program ("CREP") for a period indicated above, or beginning no later than the date the contract is executed by the State. The Participant also agrees to implement on such designated acreage the Conservation Plan of Operations developed for such acreage and approved by the Soil and Water Conservation District. Additionally, the Participant and the State agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to the CREP-STATE, Conservation Reserve Enhancement Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for that applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix and any addendum thereto.

OWNER NAME, ADDRESS, TELEPHONE, FAX NUMBER AND EMAIL ADDRESS Elsie Cratch C/O Cecil Windley 112 Ida St. Plymouth, NC 27962 252-793-3294	SOCIAL SECURITY # 242-60-8496 Elsie Cratch by Cecil Windley 9/28/04 SIGNATURE DATE If married, provide name of spouse:	% RATE 100
--	---	-------------------

Brad Allgood

Signature of District Representative

Signature of CREP Representative

North Carolina Conservation Reserve Enhancement Program Incentive/Bonus Payment Worksheet

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Federal Incentive Payment

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CP21:

$$\frac{\text{_____}}{(\text{rental rate}^1)} + \left(\frac{\text{_____}}{(\text{rental rate}^1)} \times 70\% \right) + \frac{\text{_____}}{(\text{maintenance fee}^3)} = \frac{\text{_____}}{(\text{Federal Payment}^4)}$$

CP3A, CP22, and CP23:

$$\frac{\$60}{(\text{rental rate}^1)} + \left(\frac{\$60}{(\text{rental rate}^1)} \times 100\% \right) + \frac{\$7}{(\text{maintenance fee}^3)} = \frac{\$127}{(\text{Federal Payment}^4)}$$

$$\frac{\$127}{(\text{Federal Payment}^4)} \times \frac{52.8}{(\text{Acres})} = \frac{\$6,706}{(\text{Total Annual Payment})}$$

State Bonus Payment

30-year agreement²:

$$15 \times \frac{\$127}{(\text{Federal Payment})} \times 0.125 = \frac{\$238}{(\text{State bonus for 30-year agreement})}$$

Permanent agreement²:

$$15 \times \frac{\text{_____}}{(\text{Federal Payment})} \times 0.30 = \frac{\text{_____}}{(\text{State bonus for permanent agreement})}$$

$$\frac{\$238}{(\text{State Bonus})} \times \frac{52.4}{(\text{Acres})} = \frac{\$100}{(+ \$100 \text{ for CP3A, CP22, or CP23})}$$

$$= \frac{\$12,571.00}{(\text{Total State Payment})}$$

¹ For enrollments of less than 10 acres, use county average rental rate. For enrollments of 10 acres or more, use average soil rental rate.

² For enrollments of 10 acres or more, producers must enroll into a 30-year or permanent agreement.

³ For CP3A or CP23 maintenance fee is \$5; for CP21 and CP22 maintenance fee will vary depending upon fencing and water facility development (base maintenance fee for CP21 is \$5 and for CP22 is \$7)

⁴ Use this figure to calculate the State bonus payment.

I have included a copy of the deed to the farm going into the CREP Program. The farm is deeded to my father, Cecil L. Windley, and my mother Elsie. My father died in 1984 and mother remarried (she married Lloyd Cratch) and he has since died. My mother, Elsie Cratch is the owner and I have Power of Attorney with her.

Cecil L. Windley

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This form is available electronically.

CRP-1 (02-04-03) CONSERVATION RESERVE PROGRAM CONTRACT <small>NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</small>	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 37-013-1	2. SIGN-UP NUMBER 28
	7. COUNTY OFFICE ADDRESS (Include Zip Code): Beaufort-Hyde County FSA Office 155 B Airport Road Washington NC 27889		3. CONTRACT NUMBER 802	4. ACRES FOR ENROLLMENT 52.8
	TELEPHONE NUMBER (Include Area Code): (252) 946-1076		5. FARM NUMBER 1539	6. TRACT NUMBER(S) 585
			8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 3-1-04 TO: (MM-DD-YYYY) 9-30-18

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant". The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre \$ 126.12	11. Identification of CRP Land (See Page 2 for additional space)				
B. Annual Contract Payment \$ 6659	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
C. First Year Payment \$ 3893	585	1-8	CR-22	52.8	643196
(Item 10C applicable only to continuous signup when the first year payment is prorated.)					

12. OWNERS, OPERATORS, AND TENANTS

A(1). OPERATOR NAME AND ADDRESS (Include Zip Code): Arnold Farms Inc 2125 US Hwy 17N Washington NC 27889	(2) SHARE 0	(3) SOCIAL SECURITY NUMBER: 56-1678085
B(1). OWNER NAME AND ADDRESS (Include Zip Code): Elsie W Cratch 295 Windleg Rd Washington NC 27889	(2) SHARE 100	(4) SIGNATURE Elsie Cratch DATE (MM-DD-YYYY) 2-5-04
C(1). NAME AND ADDRESS (Include Zip Code):	(2) SHARE	(3) SOCIAL SECURITY NUMBER:
	%	(4) SIGNATURE DATE (MM-DD-YYYY)

13. CCC USE ONLY - Payments according to the shares are approved.	A. SIGNATURE OF CCC REPRESENTATIVE Steve Ruff	B. DATE (MM-DD-YYYY) 2/12/04
---	---	--

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 654, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

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The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

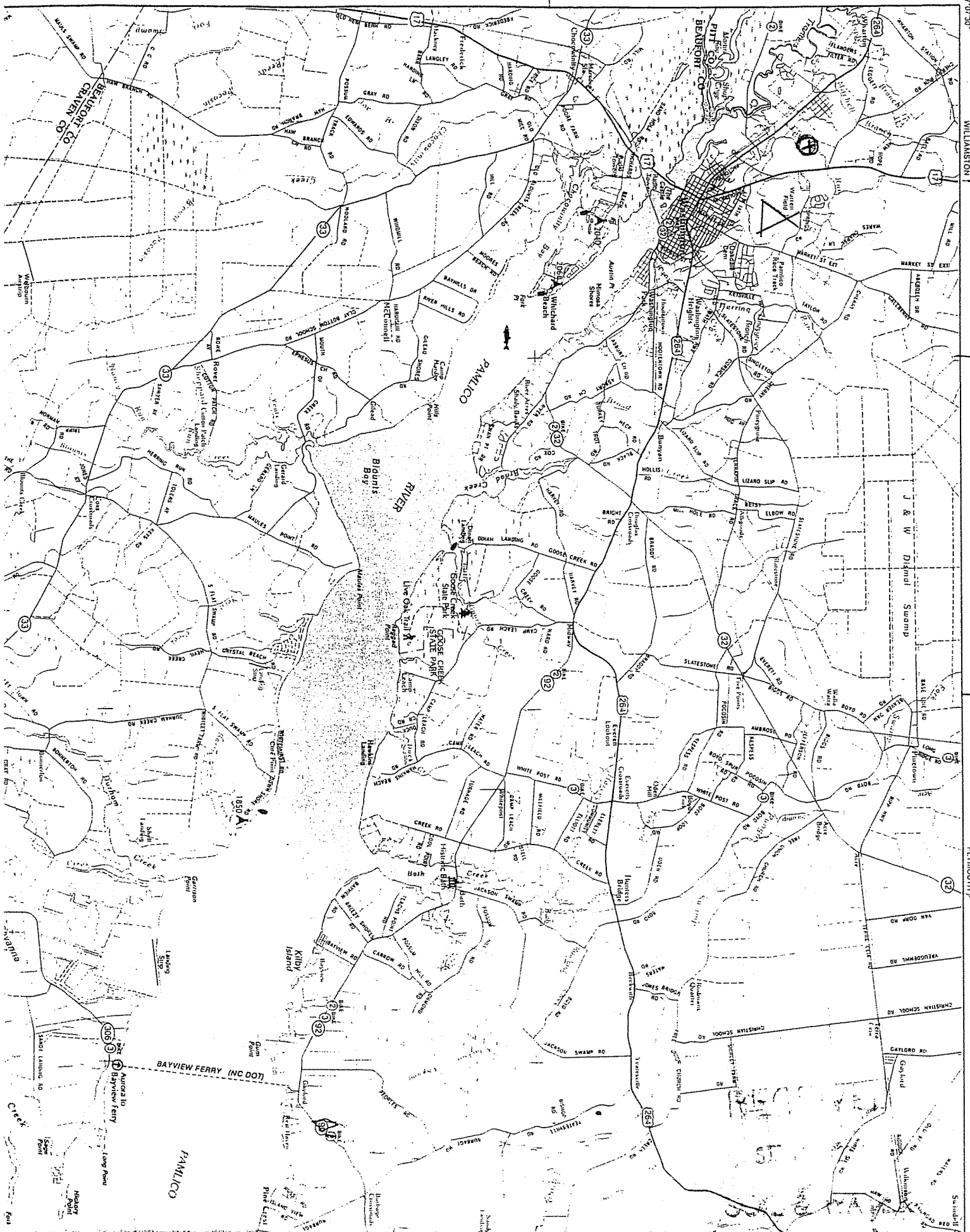
☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

NRCS

☐ Original - County Office Copy ☐ Owner's Copy ☐ Operator's Copy



CONSERVATION PLAN
SCHEDULE OF OPERATIONS

SCS-LIP-011

PAGE

2 90

FORMAL REVIEWED
(DATE: JUNE 05/80)
APPROVAL: EXTURNS
JUNE 20, 1983

1 NAME

2 COUNTY

3 STATE

4 CONTRACT OR AGREEMENT NO.

5 TOTAL ACRES UNDER TREATMENT

Elise Crutch

Beaufort

NC

52.8

ITEM NO.

FIELD

PLANNED
CONSERVATION TREATMENT
(Record of Decisions)

ESTIMATED
AMOUNT
(UNITS)

COST
BASIS
\$

COST
STATE
%

COMPLETION SCHEDULE AND ESTIMATED
COST SHARE BY YEAR
(If Noncost Share Items Show Units)

TOTAL
FUND

tract: 585

\$ 1804

\$

\$

\$

\$

\$

1

Riparian Forest Buffer (CP-22) - A riparian forest

buffer will be established to improve water

quality and enhance wildlife. The buffer will

consist of two zones: Zone 1 will be 35 feet

wide and consist of hardwoods or natural

regeneration. Zone 2 will be at least 15 feet

wide and will consist of hardwoods or pines.

Both zones will follow NRS recommendations for

site prep, tree planting and management.

2

Tree planting - loblolly pine

42.6 ac

\$37.50/ac.

NR

\$ 1598

3

Tree planting - hardwood

\$75.00/ac.

NR

0

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2004

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CONSERVATION PLAN
SCHEDULE OF OPERATIONS

SCS-TP-11B
(2-89)

PAGE

NOTE

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a). The authorities for requesting the information to be supplied on this form are: 16 U.S.C. 590a-f (Soil and Water Conservation); 16 U.S.C. 590h(b) (Agriculture Conservation); 16 U.S.C. 590p(f) (Great Plains); 30 U.S.C. 1236 et seq. (Rural Abandoned Mine Reclamation); 33 U.S.C. 1288 et seq. (Rural Clean Water); The Food Security Act of 1985, Public Law 99-198; and the regulations promulgated thereunder. The information requested is necessary for the development and implementation of a conservation, reclamation, or water quality as the basis for satisfying program eligibility and compliance requirements, and for providing technical assistance and/or cost sharing under the previously mentioned authorities. Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

1. NAME <i>Elise Cratch</i>		2. COUNTY <i>Braufort</i>	3. STATE <i>NC</i>	4. CONTRACT OR AGREEMENT NO.	5. TOTAL ACRES UNDER CONTRACT <i>53.8</i>							
ITEM NO	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST SHARE BY YEAR (For Noncost Share Items Show Units)						ITEM NO
						12	13	14	15	16	17	
6	7	8	9	10	11	<i>12.04</i>	19	19	19	19	19	
		Total Cost Share by Year:				<i>\$ 3196</i>	\$	\$	\$	\$		
		Total Contract Cost Share: \$				<i>3196</i>						

NOTES:

- All items numbered in column 6 must be carried out as a part of this contract to prevent violation.
- When established, the conservation practices listed in column 8 must be maintained by the participant at no cost to the government.
- Enter total cost per unit in column 10 unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.
- All cost share rates in column 11 are based on average cost with the following exceptions:
AA = Actual costs not to exceed average cost.
FR = Flat rate.
NC = Non cost-shared.
AM = Actual cost not to exceed a specified maximum.
- Modifications will be referenced by number in column 17.
- By signing, the participant acknowledges receipt of this conservation plan including the SCS CPA-11 and SCS CPA-11B and agrees to comply with the terms and conditions hereof.

3. CERTIFICATION OF PARTICIPANTS

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

REVIEWING OFFICIALS SIGNATURES

STRICT CONSERVATIONIST TECHNICAL ADEQUACY CERTIFICATION

DATE

APPROVED BY (Signature of Conservation District Representative)

DATE

Elise Cratch
1-21-04

1-21-04

St...



North Carolina
Department of Environment and
Natural Resources

Michael F. Easley, Governor
William G. Ross Jr., Secretary



North Carolina
Division of Forest Resources

Stanford M. Adams, Director

3810 M. L. King Jr Blvd
New Bern, NC 28562-2236
February 19, 2004

D4 – FM
Projects – Beaufort County
Cratch, Elsie—72-1-8 (35.3470/77.0450)

Ms. Elsie Cratch
112 Ida Street
Plymouth, NC 27962-9532

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SOIL & WATER

Dear Ms. Cratch:

Beaufort County Ranger Dean Lucas, FIA Forester Mac Reed, and I recently examined the property that you have signed up under the Conservation Reserve Enhancement Program (CREP). This plan outlines the procedures for establishing and maintaining the planted trees in order to achieve the objectives of the Forested Riparian Buffer (CP-22).

The Riparian Buffer includes two separate establishment zones: the Hardwood Zone, and the Pine Zone. The Hardwood Zone begins 15 feet from the stream bank. The Pine Zone extends uphill from the upper edge of the Hardwood Zone and takes in the remainder of the contract acreage. Our site preparation and tree planting recommendations for each Zone can be found below.

You may allow the Hardwood Zone to naturally regenerate or you may plant hardwoods from the list of acceptable species. If you choose to plant hardwood species, you must follow the site preparation and planting recommendations in this plan. However, due to the costs and risks associated with hardwood planting, I would suggest natural regeneration. If you choose natural regeneration, then you may disregard the site preparation and planting recommendations for the Hardwood Zone in this plan.

SITE LOCATIONS (also, see map):

Farm # 1589

Tract # 585

Field # 1, 2A, 2B, 3, 4, 5, 6, 7, 8

Acres: 52.8

SITE PREPARATION (contact the DFR prior to any herbicide work):***Hardwood Zone:***

WHAT?	WHEN?	WHO?	HOW MUCH?
Bushhog all standing vegetation. Bushhogging should be completed at least one month prior to herbicide application.	July – September	Landowner or Contractor	About \$20/ac
Broadcast spray entire field with herbicide to control emerging annual weeds. Herbicide Rate/Acre: 2oz of Oust and 4oz of Arsenal (no surfactant needed). Herbicide carrier should be clean water at about 20-40 gallons per acre. Application can be done with a skidder, farm tractor, or other suitable spray equipment (WARNING: the label warns not to use spray equipment to apply Oust and then use the same equipment to spray crops. Very low rates of Oust can kill crops). Do not spray within 15' of the creek bank or established crop. Be sure to follow the Herbicide Label.	December – March <u>but before planting trees.</u>	Landowner or properly licensed Contractor (see enclosed contractor list)	\$50 - \$55/ac for chemical, plus application cost of \$20+/ac.

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SON...

Pine Zone:

WHAT?	WHEN?	WHO?	HOW MUCH?
Bushhog all standing vegetation. Bushhogging should be completed at least one month prior to herbicide application.	July – September	Landowner or Contractor	About \$20/ac
Broadcast spray entire field with herbicide to control emerging annual weeds. Herbicide Rate/Acre: 2oz of Oust and 4oz of Arsenal (no surfactant needed). Herbicide carrier should be clean water at about 20-40 gallons per acre. Application can be done with a skidder, farm tractor, or other suitable spray equipment (WARNING: the label warns not to use spray equipment to apply Oust and then use the same equipment to spray crops. Very low rates of Oust can kill crops). Do not spray within 15' of the creek bank or established crop. Be sure to follow the Herbicide Label.	December – March. Can be done before, during or after planting trees.	Landowner or properly licensed Contractor (see enclosed contractor list)	\$50 - \$55/ac for chemical, plus application cost of \$20+/ac.

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TREE PLANTING (contact the DFR prior to any tree planting):***Hardwood Zone:***

Species	Any one or two from the following list of acceptable species. Only plant the largest 80% of the seedlings purchased. The smaller 20% are cull seedlings. Follow all other DFR culling standards.
Spacing	8'x12' (12' between rows and 8' between trees within a row)
Planting Tool	Shovel or machine planting (no dibble bars, and no hoedads). Planting must conform to DFR standards for hardwood seedling planting. Please contact the DFR prior to planting, as a quality control inspection must be made.
# trees/ac	454 trees per acre
Planting Dates	January through March following site preparation work
Planting Contractor	See enclosed list of local tree planting contractors
Cost	\$90 - \$150 per acre

Hardwood Species Acceptable for CREP:

- | | | |
|--------------|----------------------|----------------|
| * Water Oak | * Southern Red Oak | * White Oak |
| * Willow Oak | * Swamp Chestnut Oak | * Green Ash |
| * Blackgum | * Sycamore | * Bald Cypress |

Pine Zone:

Species	Improved Coastal Loblolly Pine Seedlings
Spacing	8'x12' (12' between rows and 8' between trees within a row)
Planting Tool	Loblolly pine seedlings can be planted by machine planter or by a hand planting crew. Machine planting is generally better on fairly level, well-drained sites where the rows can be easily placed on the contour and where there are at least 20 acres to plant without moving the tractor. Under good conditions, machine planting tends to yield straighter rows, better seedling survival, and greater uniformity. Hand planting can be used under nearly any situation and is required when the site is wet, steep, or the acreage is small. Planting must conform to DFR standards for pine seedling planting. Please contact the DFR prior to planting, as a quality control inspection must be made.
# trees/ac	454 trees per acre
Planting Dates	January through March following site preparation work
Planting Contractor	See enclosed list of local tree planting contractors
Cost	\$70 - \$80 per acre

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SOIL &

MAINTAINENCE:*Hardwood Zone:*

WHAT?	WHEN?	WHO?	HOW MUCH?
Mark rows of trees by using pin flags, PVC pipe, or simply tying flagging to trees. This will make it much easier to find the rows when maintaining the planting.	Immediately after planting.	Landowner	Negligible cost.
DO NOT disk between rows of trees! This will cut root systems.	N/A	N/A	N/A
Control Herbaceous Vegetation by spraying herbicide in a 2-foot radius around each seedling. This should be a directed spray utilizing a backpack sprayer or tractor sprayer and spray wand. "Accord" herbicide should be added to water at 3% by volume. No surfactant should be used. Spray until grass or weeds are wet. DO NOT get any herbicide on the seedlings.	May after the seedlings are planted. Repeat again in September if new weeds and grasses have become established. Repeat each summer until the trees are 3-4 years old.	Landowner or properly licensed Contractor (see enclosed contractor list)	About \$40 - \$50 per acre if done by a private contractor.
Bushog between rows of trees to prevent tall weeds between rows from shading the seedlings and then falling over on top of the seedlings. Mowing also exposes pine voles and cotton rats to predation from hawks, owls, and foxes. This should prevent damage from the rodents. Be careful not to touch the seedlings with any part of the tractor or mower.	September 15 – October 30 in the year after tree planting. Bushog again each March and Sept./Oct. until the trees are 3-4 years old. Do not bushog from April 1 – Sept. 15.	Landowner or local contractor.	About \$20 per acre.

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Pine Zone:

WHAT?	WHEN?	WHO?	HOW MUCH?
Mark rows of trees by using pin flags, PVC pipe, or simply tying flagging to trees. This will make it much easier to find the rows when maintaining the planting.	Immediately after planting.	Landowner	Negligible cost.
Bushog between rows of trees to prevent tall weeds between rows from shading the seedlings and then falling over on top of the seedlings. Mowing also exposes pine voles and cotton rats to predation from hawks, owls, and foxes. This should prevent damage from the rodents. Be careful not to touch the seedlings with any part of the tractor or mower.	September 15 – October 30 in the year after tree planting. Bushog again each March and Sept./Oct. until the trees are 3-4 years old. Do not bushog from April 1 – Sept. 15.	Landowner or local contractor.	About \$20 per acre.

All planting must be protected from destructive fire and grazing for the life of the CREP contract. A fifty-foot (50') buffer along the water body must be maintained as a NO CUT ZONE. The only forestry operations that will be allowed in this zone will be in order to maintain the health of the stand. This 50' buffer will remain in effect for the duration of your contract. Commercial thinning will be allowed in the remainder of the CREP acreage, but only with a written recommendation from a registered forester. Please read over the enclosed Loblolly Pine Maintenance (FM-15) brochure. This brochure outlines the expected maintenance needs of a typical loblolly pine stand throughout its life span. You may want to start planning for some understory burning starting about age 10.

ACREAGE:

Seldom is an entire field enrolled in CREP, but more often, only a portion of several fields. Your CREP contract specifies the acreage on which you will receive rental payments, and the extent of cost-share funds you will receive after establishing your trees. This acreage was taken from aerial photos and may not have been delineated on-the-ground. Your tree planter will need to know where to plant, and where to stop planting. You and the NRCS will be responsible for delineating the planting area. We suggest that the tree planter multiply the acreage of each field by the number of trees/acre. This will yield the number of trees/field. When the tree planter has finished planting the required number of trees at the required spacing, he should be finished. This is called a bag-count. Payment should be based upon the NRCS acreage determination, and they will be responsible for certifying the extent of work.

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TIMBER TAXATION

Reforestation expenses are also eligible for the Federal Reforestation Tax Credit. This tax credit allows you to take 10% of your out-of-pocket reforestation expenses (up to \$10,000 of expenses) as a federal tax credit in the year the reforestation expenses are incurred. The remainder of your out-of-pocket reforestation expenses can be amortized over the next 84 months as a federal tax deduction. The proper use of these tax incentives can further reduce the total amount of your forestry investment. Be sure to mention this tax credit to your accountant.

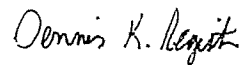
You may want to check with the Tax Office in Washington to see if your property qualifies for the present use tax valuation. This valuation is used on tracts of timber, over 20 acres that are being managed in a responsible manner. This classification could greatly reduce your tax burden.

IS THIS TOO MUCH SITE PREPARATION?

Some people have asked if trees need this much site preparation. In most cases, yes they do. Old field sites are some of the toughest places you can plant a tree. Sprouts that grow in a cutover can shade planted trees, but they have little effect on the water and nutrients available to the planted seedlings (for at least three years). Grasses and other herbaceous species severely test the seedling's ability to obtain water and nutrients. We have to control the competition to ensure the seedling's ability to survive and grow. When all competition is controlled on old field sites (with their residual fertilizers) trees are capable of outstanding growth.

Thank you for your interest in the CREP program, and your interest in managing trees on your CREP land. If you have any questions, please feel free to call Beaufort County Ranger Dean Lucas at (252) 946-3944 or me at (252) 514-4764 ext. 227.

Sincerely,



Dennis K. Register
Service Forester
NC Registered Forester # 1434

DR:DL:CJ

Enclosures

cc: Dean Lucas, Beaufort County Ranger
Brad Alligood, Beaufort County NRCS Office

RECEIVED

SEP 20 2004

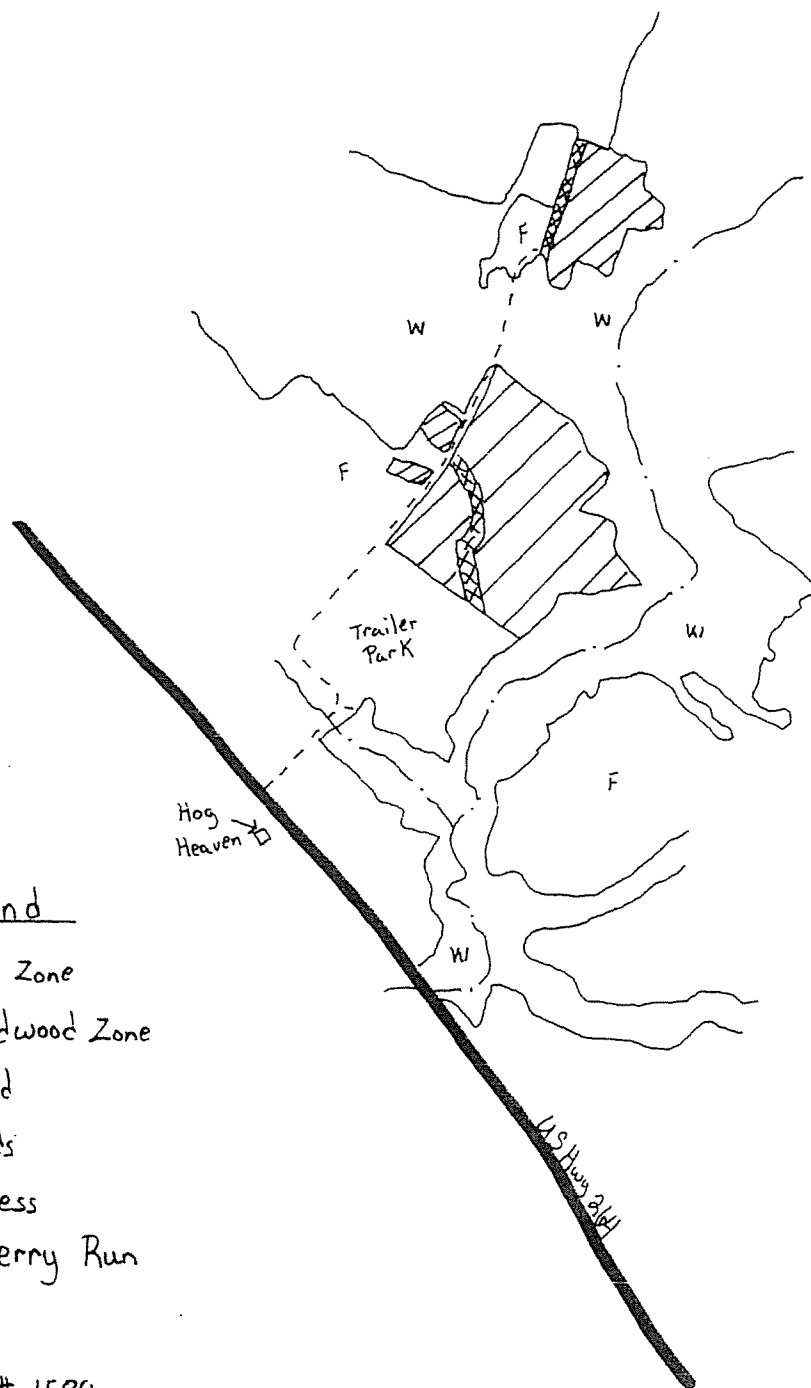
SOIL & WATER

RECEIVED

SEP 21 2004

SOIL &

N

Legend

- ☒ = Pine Zone
☒ = Hardwood Zone
 F = Field
 W = Woods
 - - = Access
 ~ ~ = Cherry Run

Farm # 1584

Tract # 585

Fields: 1, 2A, 2B, 3, 4, 5, 6, 7, 8

Acres: 52.8 ac

MAPPING METHODREDDI-MAPPER ☐COMPASS AND CHAIN ☐AERIAL PHOTO ☒FREEHAND SKETCH ☐

ACREAGE DATA AND BOUNDARIES ARE APPROXIMATE.

OWNER Elsie CratchCOUNTY BeaufortDRAWN BY D. RegisterDATE 9-12-04AERIAL PHOTO NO. 121-72 '97SCALE 1" = 1320'LOCATION 72-1-8

C. C. Duke, Register of Deeds (J)

STATE OF NORTH CAROLINA

TAX PAID \$4.40

COUNTY OF BEAUFORT

THIS DEED Made this the 5th day of March, 1942, by J. E. Faucette and J. W. Faucette and wife, Vernon Dell Faucette, of Beaufort County and State of North Carolina, parties of the first part, to Cecil Windley and wife, Elsie P. Windley, of Beaufort County, and State of North Carolina, parties of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of \$4,000.00 to them cash in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey to said parties of the second part, their heirs and assigns, that certain tract or parcel of land situated, lying and being in Washington Township, Beaufort County, State of North Carolina, more particularly described as follows, to-wit:

Beginning at a forked cypress on the West bank of Cherry's Run, a corner of the land this day conveyed by the grantors to Charlie M. Midgette and wife, and running thence North 41 degrees 30' West 1080 feet to the new road, thence with said road North 45 degrees East 320 feet to a ditch, thence with said ditch North 63 degrees West 294 feet to the line of the land this day conveyed by the grantors to Elmer W. Tuten and wife; thence North 45 degrees East 920 feet to a post in the wire fence enclosing the hog pound; thence North 39 degrees West 206 feet to the corner of said hog pound; thence North 45 degrees East 320 feet to a post; thence South 84 degrees East 123½ feet to a post on the edge of an old road; thence North 32 degrees East 1080 feet to a post in Cadette's line, thence South 64 degrees East 1320 feet to Cherry's Run; thence down said Run, its various courses, to the point of beginning, containing 77 acres as surveyed by W. O. Ellis in November, 1941, plat of which is of record in the Register's Office of Beaufort County in Map Book 3, at page 48, to which reference is hereby made for more complete description, and being a part of the property conveyed to J. E. Faucette and J. W. Faucette by George H. Davenport, and others by deed dated December 6, 1935, of record in said Register's Office in Book 307, at page 226, including and conveying herewith an easement or right of way from said land to the old Washington and Greenville Road over the area shown on the map hereinbefore referred to as a road.

RECEIVED

SEP 29 2004

SOIL

From: Closings Land and Farms Realty closings@landandfarmsrealty.com
Subject: Seller Lead
Date: March 3, 2021 at 10:11 AM
To: Billy McOwen bmcowen@mossyrockproperties.com



Caller just called and has land he wants to sell. Who would you recommend I send this to?

100 Acres Beaufort Co. Land
All wood land
off 264 going into little washington

Don Windley
919-455-0294

- 81 years old - 77 Brother

Cecil

Hy 264

Thank you,
Courtney Bickers
Transaction Manager
Closings@LandandFarmsRealty.com
Phone: (844)-480-5263
Fax: (866)-252-6625
www.moplandandfarms.com

LDwindley@icloud.com

first Cleary Brothers

Conty to Windley to

1/2 mile off

- Cleary Run Creek -

264

Windley, Cecil

Donald

1943 bought

pulp wood
- 2018 -

53 acres

30 year

CRP pines

2004 -

40K in the 30 year program

121C permit easement

Lee Cannon