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Patsy T. McDonald, Register of Deeds
Richmond County, NC
Linda W. Douglas, Deputy

77-28.5

STATE OF NORTH CAROLINA

RICHMOND COUNTY

SPO File Number 77-M

Prepared by and return to:

Blane Rice
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

<u>CORRECTION</u> CONSERVATION EASEMENT

(Corrects Conservation Easement Deed previously recorded in Deed Book 1226 Page 139, Richmond County Registry)

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STATE OF NORTH CAROLINA ***Correction***

CONSERVATION EASEMENT

RICHMOND COUNTY (Corrects DB 1226 Pg 139)

SPO File Number 77-M

Prepared by and return to:

Blane Rice, State Property Office **HALL BRANCH**

1321 Mail Service Center

Raleigh, NC 27699-1321

THIS ***Correction*** **CONSERVATION EASEMENT DEED,** made this 25th day of September, 2006, by and between The Estate of Herman V. Hall, widower, Elizabeth Louise Hall Setzer, Executrix, Elizabeth Louise Hall Setzer, widow, Herman Roger Hall(unmarried), as Grantor, and the State of North Carolina, Grantee, whose mailing address is State of North Carolina State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. ' 143-214.8 et seq., the State of North Carolina has established the Wetlands Restoration Program now known as the Ecosystem Enhancement Program (as defined in N.C. Gen Stat. ' 143-214.8) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, and creating wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, the Ecosystem Enhancement Program (formerly Wetlands Restoration Program) in the Department of Environment and Natural Resources approved acceptance of this instrument; and

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

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. ' 143-214.8, two of the components of the Ecosystem Enhancement Program (formerly the Wetlands Restoration Program) are (1) restoration and perpetual maintenance of wetlands, riparian areas, and surface waters and (2) land ownership and management; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Mineral Springs Township, Richmond County, North Carolina (the "Protected Property"), and being more particularly described as that certain parcel of land containing approximately 131.66 acres, more or less and being conveyed to the Grantor by deed recorded in **Deed Book 319 at Page 117, Deed Book 314, Page 178 and Deed Book 319, Page 118** of the Richmond County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement on a portion of the Protected Property including the stream hereafter known as **Hall Branch**, thereby restricting and limiting the use of the section of Protected Property to the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such easement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a portion of the Protected Property, referred to hereafter as the Easement Area, for the benefit of the people of North Carolina, and being all of the a **5.98 acre +/- tract of land as identified and described on plat**

prepared by Johnny W. Nobles, PLS, L-1235 and recorded in Map Book 131 Page___ of the Richmond County Registry. ***The purpose of this instrument is to correct the legal description in the conservation easement deed recorded in Deed Book 1226 Page 139 of the Richmond County Registry.***

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

I. DURATION OF EASEMENT

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

II. RESERVED USES AND RESTRICTED ACTIVITES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. The following specific uses are prohibited, restricted, or reserved as indicated:

A. **Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited.
B. **Educational Uses.** The Grantor reserves the right to undeveloped educational uses and the right of access to the Easement Area for such purposes including organized educational activities such as site visits, studies, and observations.
C. **Vegetative Cutting.** Cutting, removal, mowing, harming, or destruction of any vegetation in the Easement Area is prohibited.
D. **Industrial Use.** Industrial activities in the Easement Area are prohibited.
E. **Residential Use.** Residential use of the Easement Area is prohibited.
F. **Commercial Use.** Commercial activities in the Easement Area are prohibited.
G. **Agricultural Use.** Agricultural use of the Easement Area including use for cropland, waste lagoons, or pastureland is prohibited.
H. **New Construction.** There shall be no building, facility, mobile home, or other structure constructed or placed in the Easement Area.
I. **Signs.** No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Protected Property and the holder of the Conservation Easement, and signs giving directions or proscribing rules and regulations for the use of the Easement Area.
J. **Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance or machinery, or other material in the Easement Area is prohibited.
K. **Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.
L. **Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited.
M. **Subdivision.** Subdivision, partitioning, or dividing the Easement Area is prohibited.
N. **Development Rights.** No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

The Grantee, and authorized representatives of the Grantee, shall have the right to enter the Easement Area and

GRANTOR:

Elizabeth Louise Hall Setzer **(SEAL)**

Elizabeth Louise Hall Setzer,

Executrix of the Estate of Herman V. Hall

Elizabeth Louise Hall Setzer **(SEAL)**

Elizabeth Louise Hall Setzer

Herman Roger Hall **(SEAL)**

Herman Roger Hall

NORTH CAROLINA

COUNTY OF Richmond

I, Barbara J. Sears, a Notary Public in and for the County and State aforesaid, do hereby certify that E. Louise Hall Setzer - Herman Roger Hall, _____, and _____, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 1st day of Nov., 2006.

Barbara J. Sears

Notary Public

My commission expires:

1-10-2010

NORTH CAROLINA

COUNTY OF Richmond

I, Barbara J. Sears, a Notary Public in and for the County and State aforesaid, do hereby certify that E. Louise Hall Setzer - Herman Roger Hall, _____, and _____, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 1st day of Nov., 2006.

Barbara J. Sears

Notary Public

My commission expires:

1-10-2010