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BOOK 1226 PAGE 139
2003 AUG -1 P 3:59
PATSY T. MCDONALD
REGISTER OF DEEDS
RICHMOND CO., NC

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

CONSERVATION EASEMENT

HALL BRANCH

THIS CONSERVATION EASEMENT DEED, made this 1st day of August, 2003, by and between The Estate of Herman V. Hall, widower, Elizabeth Louise Hall Setzer, Executrix, Elizabeth Louise Hall Setzer, legally separated, Herman Roger Hall and his spouse, Hilda B. Hall, 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 (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 Wetlands Restoration Program in the Department of Environment and Natural Resources has 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 Wetlands Restoration Program are (1) restoration and perpetual maintenance of wetlands, riparian areas, and surface waters and (2) land ownership and management; and

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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 Exhibit "A" attached.**

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.

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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 shall have the right of reasonable ingress and egress to the Easement Area over the Protected Property, at all reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow. In addition, the Grantee, and authorized representatives of the Grantee, shall have the right to enter the Easement Area and shall have the right of reasonable ingress and egress to the Easement Area over the Protected Property, at all reasonable times for the purpose of inspecting said property to determine if the Grantor is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The easement rights granted herein do not include public access rights.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is consistent with the purposes of this Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the Wetlands Restoration Program, whose mailing address is 1619 Mail Services Center, Raleigh, NC 27699-1619.

III. ENFORCEMENT AND REMEDIES

A. In the event that the Grantee determines that the Grantor has violated or is threatening to violate any of these terms, conditions, or restrictions, the Grantee may institute a suit to enjoin such violation and if necessary, to require the restoration of the Easement Area to its prior condition at the expense of the Grantor.

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

IV. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of N.C. Gen Stat. § 143-214.8 et seq., the Wetlands Restoration Program.

B. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other address(es) as either party establishes in writing upon notification to the other.

D. Grantor shall notify Grantee in writing of the name and address and any party to whom the Protected Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Easement Area is conveyed subject to the Conservation Easement herein created.

V. QUIET ENJOYMENT

Grantor reserves all rights accruing from ownership of the Protected Property, including the right to engage in or permit or invite others to engage in only those uses of the Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Easement Area, and the right of quiet enjoyment of the Easement Area.

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

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent easement herein granted; that the same are free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

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

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

Hilda B. Hall (SEAL)
Hilda B. Hall

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NORTH CAROLINA

COUNTY OF RICHMOND

I, Diana J. Lovin, a Notary Public in and for the County and State aforesaid, do hereby certify that Elizabeth Louise Hall Setzer, Executrix of the Estate of Herman V. Hall; Elizabeth Louise Hall Setzer; Herman Roger Hall, and and Hilda B. Hall, 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 August, 2003.

Diana J. Lovin
Notary Public

My commission expires:
10-13-04

DIANA J. LOVIN NOTARY PUBLIC ROCKINGHAM COUNTY, NORTH CAROLINA

NORTH CAROLINA
RICHMOND COUNTY

The foregoing certificate of Diana J. Lovin, Notary Public is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page as shown on the first page hereof.

PATSY T. MCDONALD, REGISTER OF DEEDS

Patsy T. McDonald

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JOHNNY W. NOBLES
PROFESSIONAL LAND SURVEYOR
416 CHESTNUT STREET
POST OFFICE BOX 407
LUMBERTON, NC 28358

TEL. NO. 910-738-6875
FAX NO. 910-738-8652
EMAIL: noblesassociates@nc.rr.com

2 May 2003

Herman Hall
To
State of North Carolina, Department of Administration

Mineral Springs Township, Richmond County, North Carolina

All that certain tract or parcel of land lying on the west side of, but not adjacent to Green Lake Road and east of but not adjacent to Bill Nicholson Road and adjoining the lands of Herman Hall, (600/622) on all sides and being more particularly described as follows:

BEGINNING at a iron rod set on the east side of a branch and being located South 89 degrees 07 minutes 27 seconds West 578.47 feet from a concrete monument found, a corner with Herman Hall (600/622) and Robert A. Hill (1048/221), this concrete monument being located South 89 degrees 45 minutes 00 seconds West 756.00 feet from a iron pipe found, a corner with Joel T. Walker (714/901) and runs thence from said beginning iron rod along the east side of a branch the following (15) calls South 04 degrees 15 minutes 30 seconds East 111.87 feet to a set iron rod, South 06 degrees 19 minutes 39 seconds West 147.57 feet to a set iron rod, South 11 degrees 30 minutes 26 seconds West 168.97 feet to a set iron rod, South 05 degrees 03 minutes 18 seconds West 145.16 feet to a set iron rod, South 04 degrees 20 minutes 28 seconds East 139.20 feet to a set iron rod, South 22 degrees 03 minutes 54 seconds East 346.91 feet to a set iron rod, South 55 degrees 24 minutes 08 seconds East 161.90 feet to a set iron rod, South 45 degrees 09 minutes 55 seconds East 145.35 feet to a set iron rod, South 37 degrees 47 minutes 16 seconds East 100.45 feet to a set iron rod, South 22 degrees 40 minutes 45 seconds East crossing a cattle crossing 158.08 feet to a set iron rod, South 19 degrees 03 minutes 35 seconds East 62.19 feet to a set iron rod, South 20 degrees 32 minutes 32 seconds East 219.95 feet to a set iron rod, South 01 degrees 48 minutes 05 seconds West 65.05 feet to a set iron rod, South 03 degrees 37 minutes 11 seconds East 64.79 feet to a set iron rod and South 00 degrees 55 minutes 36 seconds West 71.71 feet to a set iron rod on the east side of said branch; thence crossing said branch North 80 degrees 04 minutes 02 seconds West 113.10 feet to a set iron rod on the west side of said branch; thence with the west side of said branch the following (22) calls, North 03 degrees 21 minutes 12 seconds East 63.58 feet to a set iron rod, North 10 degrees 47 minutes 12 seconds West 82.27 feet to a set iron rod, North 14 degrees 24 minutes 10 seconds West 96.53 feet to a set iron rod, North 29 degrees 36 minutes 36 seconds West 94.38 feet to a set iron rod, North 29 degrees 59 minutes 54 seconds West 97.15 feet to a set iron rod, to a point in the south side of a cattle crossing, North 37 degrees 22 minutes10 seconds West 12.33 feet to a set iron rod on the north side of a cattle crossing, North 55 degrees 12 minutes 17 seconds West 37.38 feet to a set iron rod, North 15 degrees 05 minutes 16 seconds West 84.39 feet to a set iron rod, North 23 degrees 58 minutes 25 West 48.84 feet to a set iron rod, North 20 degrees 53 minutes 31 seconds West 74.56 feet to a set iron rod, North 48 degrees 44 minutes 10 seconds West 91.71 feet to a set iron rod, North 54 degrees 46 minutes 08 seconds West 64.69 feet to a set iron rod, North 57 degrees 41 minutes 22 seconds West 99.43 feet to a set iron rod, North 24 degrees 18 minutes 45 seconds West 199.63 feet to a set iron rod, North 10 degrees 53 minutes 49 seconds West 111.0 feet to a set iron rod, North 10 degrees 59 minutes 03 seconds West

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140.74 feet to a set iron rod, North 14 degrees 08 minutes 54 seconds West 105.73 feet to a set iron rod, North 03 degrees 02 minutes 14 seconds East 38.64 feet to a set iron rod, North 00 degrees 06 minutes 30 seconds East 242.38 feet to a set iron rod, North 17 degrees 18 minutes 17 seconds East 101.43 feet to a set iron rod, North 14 degrees 06 minutes 10 seconds East 112.60 feet to a set iron rod and North 12 degrees 37 minutes 20 seconds East 105.31 feet to a set iron rod on the west side of said branch,; thence crossing said branch South 88 degrees 12 minutes 07 seconds East 63.76 feet to a set iron road and South 72 degrees 44 minutes 39 minutes East 21.01 feet to the beginning containing 5.98 acres.

And being a part of the Herman Hall lands as shown in Deed Book 600, page 622, also see Plat Book 4, page 58, Richmond County Registry.

Bearings referenced to Plat Book 4, page 58.