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REGISTER OF DEEDS
GUILFORD COUNTY, NC
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STATE OF NORTH CAROLINA

GUILFORD COUNTY

CONSERVATION EASEMENT

Prepared by and return to: William P. Aycock, II, Esquire
P. O. Box 21847, Greensboro, NC 27420

THIS CONSERVATION EASEMENT DEED, made this 19th day of NOVEMBER, 2004, by and between **THAXTON RICHARDSON, JR. and wife, RUTH S. RICHARDSON**, Grantor, and **RESTORATION SYSTEMS, LLC**, a North Carolina limited liability company, Grantee, whose mailing address is 1101 Haynes Street, Suite 107, Raleigh, North Carolina 27604. 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 Ecosystem Enhancement Program within the Department of Environment and Natural Resources for the purposes of funding, 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 Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District have entered into a Memorandum of Agreement, (MOA) duly executed by all parties on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Monroe Township, Guilford County, North Carolina (the "Grantor's Property"), and being more particularly described in deed recorded in **Deed Book 2945 at Page 262** of the Guilford County Registry, North Carolina; and

WHEREAS, the restoration, enhancement, creation, and preservation of a portion of Grantor's Property is a condition of the funding provided by the N.C. Ecosystem Enhancement Program. Grantor and Grantee agree that third-party rights of access, monitoring, enforcement and completion of any project encumbered by this conservation easement shall be held by the N.C. Ecosystem Enhancement Program (to include any successor State agencies), and that these rights are in addition to, and do not limit, the rights of enforcement under this conservation easement; and

WHEREAS, Grantor is willing to grant a Conservation Easement on a portion of Grantor's Property, thereby restricting and limiting the use of such portion of Grantor's 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 Grantor's Property, referred to hereafter as the Easement Area, for the benefit of the people of North Carolina, and being all of the tract of land being more particularly described as follows:

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SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The purposes of this Conservation Easement are to preserve, maintain, restore, enhance, and create wetland and/or riparian resources in the Easement Area that contribute 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 Grantor's 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.

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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 Grantor's 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 Grantor's 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 Grantee and the Ecosystem Enhancement 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.

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 Ecosystem Enhancement Program.

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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 Grantor's 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 Grantor's Property is conveyed subject to the Conservation Easement herein created.

V. QUIET ENJOYMENT

Grantor reserves all rights accruing from ownership of Grantor's 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.

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

Thaxton Richardson (SEAL)
Thaxton Richardson, Jr.

Ruth S. Richardson (SEAL)
Ruth S. Richardson

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, William P. Aycock II, a Notary Public, do hereby certify that THAXTON RICHARDSON, JR. and wife, RUTH S. RICHARDSON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 19th day of November, 2004.

Notary Public

My commission expires:

3/24/06

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EXHIBIT "A"

Attached to and made a part of that certain Conservation Easement by and between Thaxton Richardson, Jr. and wife, Ruth S. Richardson, and Restoration Systems, LLC. dated November 19, 2004.

BEGINNING at an iron stake set in the eastern property line of the Grantor and the western line of the Grantee, which pipe is located the following courses and distances from an existing iron stake in the eastern right-of-way of NCSR 1001 (60-foot right-of-way), at the southwest corner of the property conveyed to Grantee in Deed Book 5789, Page 2263, Guilford County Registry: South 88° 57' 30" West 745.91 feet to an iron stake (witnessed by a stone) in Grantor's eastern line; North 00° 57' 21" West 100 feet to an iron stake; North 00° 57' 21" West 219.38 feet, a pump pipe set; North 00° 57' 22" East 210.99 feet to the point and place of BEGINNING; thence from said Beginning Point, South 70° 06' 13" West 1598.21 feet to a pump pipe set; thence North 06° 11' 32" East 99.67 feet to a pump pipe set; North 21° 48' 12" East 74.56 feet to a pump pipe set; thence North 16° 57' 10" East 175.90 feet to a pump pipe set; thence North 17° 16' 32" West 171.28 feet to a pump pipe set; thence North 01° 35' 18" West 40.59 feet to a pump pipe set; thence North 01° 35' 18" West 20.73 feet to a non-monumented corner in the center of the Haw River; thence with the center of the Haw River, South 77° 56' 10" West 802.28 feet to a non-monumented corner; thence continuing with the center line of the Haw River, South 59° 14' 37" West 415.57 feet to a non-monumented corner; thence continuing with the center line of the Haw River, South 60° 18' 58" West 195.77 feet to a non-monumented corner; thence continuing with the center line of the Haw River, South 63° 06' 04" West 7.44 feet to a non-monumented corner; thence continuing with the center line of the Haw River, South 63° 06' 04" West 190.63 feet to a non-monumented corner; thence continuing with the center line of the Haw River, South 59° 54' 40" West 185.77 feet to a non-monumented corner in Grantor's western line; thence with Grantor's western line, South 00° 57' 22" East 445.29 feet to the point and place of Beginning and containing 20.00 acres, plus or minus, and as shown on a map of survey for Restoration Systems, LLC (Haw River Site) by K2M Design Group, P.A. dated August 13, 2004 (Drawing No. RRS372MR04).

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KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* *

State of North Carolina, County of Guilford

The foregoing certificate of William P Aycock, II

A Notary (Notaries) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: Jane Schultz
Deputy - Assistant Register of Deeds

* *

This certification sheet is a vital part of your recorded document.
Please retain with original document and submit when re-recording.