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STATE OF NORTH CAROLINA
JOHNSTON COUNTY

SPO File Number 51-m (51-27.1)
EEP Site ID 183
Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

AMENDED CONSERVATION EASEMENT DEED AND ACCESS EASEMENT

Original Conservation Easement and Right of Access
recorded in DB 1966/PG 431, Johnston County Registry

THIS AMENDED CONSERVATION EASEMENT DEED AND ACCESS EASEMENT, made as of the date set forth in the notary acknowledgment below, by JOHNSTON COMMUNITY COLLEGE, (**"Grantor"**), a community college within the North Carolina Community College System whose mailing address is P.O. Box 2350, 245 College Road, Smithfield, NC 27577, to the **STATE OF NORTH CAROLINA, ("Grantee")**, a body politic and corporate whose mailing address is State of North Carolina, Department of Administration, 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, the Grantor conveyed a Conservation Easement on 28.026 +/-acres and an Access Easement to the State of North Carolina for a term of thirty years (30 years) which was recorded August 29, 2000 in Deed Book 1966 at Page 431 of the Johnston County Registry.

THAT, WHEREAS, on May 17, 2001, the Board of Trustees for the Grantor approved and executed an Option Agreement to extend the term of the above-referenced Conservation Easement and Access Easement from thirty years (30 years) to an easement in perpetuity, and to convey a conservation easement on an additional 111.84 +/- acres to the State of North Carolina in perpetuity, a copy of which is attached hereto as **Exhibit A.**

THAT, WHEREAS, the Grantor conveyed a perpetual Conservation Easement on the additional 111.84 +/- acres on February 8, 2002, which was recorded in Deed Book 2184 at Page 214 of the Johnston County Registry.

WHEREAS, through inadvertence, the Conservation Easement on the 28.026 +/- acres which was recorded in Deed Book 1966, Page 431, Johnston County Registry was never amended to reflect the extension of the term of the easement from 30 years to an easement in perpetuity as agreed to and approved by the Board of Trustees of the Grantor on May 17, 2001.

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 (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving 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 State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; 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 entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was 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, Grantor owns in fee simple certain real property situated, lying, and being in Bentonville Township, Johnston County, North Carolina (the **"Property"**), and being more particularly described as that certain parcel of land lying on the eastside of State Road 1099 belonging to Johnston Community College and being conveyed to the Grantor by deed as recorded in **Deed Book 1667 at Page 922, Deed Book 1487 at Page 160, and Deed Book 1419 at Page 43** of the Johnston County Registry, North Carolina; and

WHEREAS, Grantor is willing to convey a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Amended Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Amended Conservation Easement and Access Easement. The Conservation Easement shall be for the protection and benefit of the waters of the Neuse River and its tributaries.

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 along with an Access Easement. The Conservation Easement Area consist of a 28.026 +/- acre parcel as shown as Tract 1 on a plat of survey entitled "Conservation Easement, Johnston Community College, Howell Woods Environmental Learning Center" dated January 1999 and revised March 16, 1999, December 14, 1999, February 15, 2000, and July 2001 by Rex B. Owen, PLS. (See attached **"Exhibit B"** which is a copy of the original Conservation Easement Deed recorded in Deed Book 1966 at Page 431(Document #1- 28.026 acres), and Deed Book 2184 at Page 214 (Document # 2-111.84 acres) Johnston County Registry, which includes a legal description of the above-referenced Conservation Easement area for 28.026 acres.. See attached **"Exhibit C"** which is a copy of the survey for the 28.026 acre parcel conveyed in Deed Book 1966 at Page 431 and the 111.84 acre parcel conveyed in Deed Book 2184 at Page 214 Johnston County Registry).

The purposes of this Amended Conservation Easement are to maintain, restore, enhance, construct, create and preserve 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 permanently maintain 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 hereby permanently placed on the Amended Conservation Easement Area:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Amended Conservation Easement and Right of Access shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Amended 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 Amended Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. **Recreational Uses.** Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads (see **Exhibit D** for Map of Existing Trails within the Conservation Easement Areas).

B. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Amended Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area.

E. **Agricultural Use.** All agricultural uses within the Easement Area including any use for crop land, waste lagoons, or pastureland are prohibited.

F. **New Construction.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area.

G. **Roads and Trails.** There shall be no construction of roads, trails, walkways, or paving in the Easement Area. Existing roads or trails located in the Easement Area after the stream restoration construction is complete may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Area. (See **Exhibit D** for Map of Existing Trails within Conservation Easement Areas).

H. **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 Property and the holder of the Amended Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area may be allowed.

I. **Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material in the Easement Area is prohibited.

J. **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.

K. **Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. **Subdivision and Conveyance.** Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying fee that is subject to this Easement is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee for the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future transfer of the fee simple shall be subject to this Amended Conservation Easement. Any transfer of the

fee is subject to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Easement Area for the purposes set forth herein.

M. Development Rights. All development rights are removed from the Easement Area and shall not be transferred.

N. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

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 Amended Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee, its employees and agents, successors and assigns, receive a perpetual Right of Access to the Easement Area over the Property at reasonable times to undertake any activities to restore, construct, manage, maintain, enhance, and monitor the stream, wetland and any other riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. Restoration Activities. 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.

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Amended Conservation Easement, or identify the project boundaries and the holder of the Amended Conservation Easement.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Amended Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement

Area that may have been damaged by such activity or use. Upon any breach of the terms of this Amended Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Amended Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Amended Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Amended Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Amended Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Amended Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Amended Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Amended Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, their successors or assigns, for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Amended Conservation Easement against Grantor, their successors or assigns, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Amended Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Amended Conservation Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

V. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Amended Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Amended Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Amended 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.

B. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

C. Grantor shall notify Grantee in writing of the name and address and any party to whom the 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 Property is conveyed is subject to the restrictions placed on the Property pursuant to the terms of this Amended Conservation Easement.

D. The Grantor and Grantee agree that the terms of this Amended Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

E. This Amended Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Amended Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Amended Conservation Easement. The owner of the Property shall notify the U.S. Army Corps of Engineers and the Ecosystem Enhancement Program in writing sixty (60) days prior to the initiation of any transfer of any property interest in the Property. Such notification shall be addressed to:

General Legal Counsel
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

Property Control Section - Ecosystem Enhancement Program
NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

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

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the 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 Amended 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 the State of North Carolina for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey a permanent conservation easement as herein granted; that the same is 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 its hand and seal, the date set forth in the notary acknowledgment below.

Grantor:

By: Lyn T. Austin
Chairman, Board of Trustees
Johnston Community College

(Corporate Seal)

Attested by: David Johnson
Secretary, Board of Trustees
Johnston Community College

NORTH CAROLINA
COUNTY OF Johnston

I, Sandra B. Millard, a Notary Public in and for the County and State aforesaid, do hereby certify that David Johnson, personally appeared before me this day and acknowledged that he/she is Secretary of Johnston Community College Board of Trustees, and that by authority duly given and as an act of the Board of Trustees the foregoing instrument was signed by Lyn T. Austin, its Chairman, attested by himself/herself as Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 18th day of April, 2011.

Sandra B. Millard
Notary Public

(Notary Seal)

My commission expires:

1-21-13

STATE OF NORTH CAROLINA "Exhibit A"

COUNTY OF JOHNSTON

CONSERVATION EASEMENT OPTION AGREEMENT

THIS OPTION AGREEMENT, hereinafter referred to as Option, made and entered into this 10th day of May 2001, by and between **Johnston Community College**, hereinafter referred to as the **Seller** and the **State of North Carolina**, and its successors and assigns, hereinafter referred to as the **State**.

WITNESSETH

In consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and of the agreements contained in this Option, **Seller** hereby grants to the **State**, and its successors and assigns, the exclusive right and option to purchase a permanent conservation easement on that certain tract or parcel of land, located in Johnston County, North Carolina, containing **128.2 acres**, more or less, and which is more particularly described as follows:

The property is a part of a property further described in deeds from Rudolph Howell to Johnston Community College and recorded in Deed Book 1667 Page 922, Deed Book 1487, Page 160, and Deed Book 1419, Page 43 of the Johnston County Registry. Particular area of acquisition includes a 30-year conservation easement conveyed to the State on July 19, 1999 for a total of 28.026 acres and an additional area of approximately 100 acres running along and adjacent to the previously conveyed easement that is subject to survey.

The following terms, provisions, and conditions are further agreed to:

1. **OPTION PERIOD.** This option shall remain in effect from the date that this Option has been executed by the **Seller** until November 30th, 2001. This Option shall be exercised upon posting, by certified mail, a written notice to the **Seller** at the following address: **P.O. Box 2350, Smithfield, NC 27577.** Exercise shall be deemed timely if such written notice is mailed on or before the date first set forth in this paragraph.

2. **PURCHASE PRICE.** The total purchase price for the Property shall be the sum of **One Thousand Seven Hundred Dollars per acre, subject to survey. ($1,700.00 per acre.)**

3. **EXECUTION.** Execution of the conservation easement under this Option shall be held within 60 days of the exercise of this Option.

4. **SUBJECT TO SURVEY AND DESIGN.** It is understood and intended that the final conservation easement area covered under this option is subject to final design and survey with the costs of said design and survey paid by the State.

5. **DOCUMENTS FOR CLOSING.** The **Seller** shall execute and deliver at closing a conservation easement, any owner's affidavits or documents required by a title insurance company to remove the standard title policy exceptions, and any other documents necessary to close in accordance with the terms of this Option. These documents will be prepared at the expense of the **State.**

6. **MISCELLANEOUS CLOSING EXPENSES.** The **State** will pay charges due upon execution of conservation easement to the **State.** The **State** will pay recording fees.

7. **CONDITION OF PROPERTY/ RISK OF LOSS.** The **Seller** shall not transfer or encumber any interests in the Property prior to closing. The **Seller** shall remove all rubbish or trash including any hazardous or harmful chemical substances, from the conservation easement area prior to closing but shall otherwise keep the Property in its current condition until closing and shall prevent and refrain from any use of the Property, for any purpose or in any manner, that would diminish its value or adversely affect the **State's** intended use of the Property.

   In the event of any adverse change in the condition of the Property, whether said change is caused by **Seller** or by forces beyond **Seller's** control, the **State** may elect to a) refuse to accept the property; b) accept the Property, or a portion thereof, in which case there may be an equitable adjustment of the purchase price based on a change in circumstances; or c) require restoration of the Property to its condition at the time this Option was granted.

8. **RIGHT OF ENTRY AND INSPECTION.** The **State** and its agents shall have the right to enter upon the Property at reasonable times for surveying, conducting environmental inspections and assessments to detect hazardous or toxic substances, and other reasonable purposes related to this transaction. Based upon the results of the environmental inspections and assessments, or upon other conditions revealed to be unsuitable to the **State, the State** may elect to refuse to accept the Property.

9. **REMEDIES.** In addition to any other remedy specifically set forth in this Option, the **State** has the right to enforce the provisions of this Option through an action for specific performance, injunctive relief, damages, contribution or any other available proceedings in law or equity. The election of any one remedy available under this Option shall not constitute a waiver of any other available remedies.

10. **BINDING EFFECT.** This Option becomes effective when signed by the **Seller** and shall then apply to and bind the **Seller** and **Seller's** heirs, executors, administrators, successors, and assigns.

11. **COMPLETE AGREEMENT.** This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written agreement. No representation or promise not included in this Option shall be binding upon the parties.

12. **NO WAIVER.** No provision of the Option shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by the **State**. No act or failure to act by the **State** shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.

13. **ASSIGNMENT.** The **State** has the right to assign this Option. In the event of such assignment, the assignee will have all the rights, powers, privileges and duties held by the **State** pursuant to this Option.

IN TESTIMONY THEREOF, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

Seller

By: Joan J. Johnson
Chairman of the Board
Johnston County Schools

Social Security #: _____

-or-

Federal Tax ID #: _____

STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, Martha Wallace Yates, a Notary Public in and for the County and State aforesaid, do hereby certify that Joan J. Johnson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. WITNESS my hand and Notary Seal this 17 day of May, 20 01.

Martha Wallace Yates
Notary Public

My Commission Expires:

May 21, 2002

Johnston COMMUNITY COLLEGE

COPY

May 22, 2001

Mr. Blaine Rice, Real Property Agent
State Property Office
NC Dept of Administration
1321 Mail Services Center
Raleigh, NC 27699-1321

RECEIVED
MAY 29 2001
State Property Office

Dear Mr. Rice,

Enclosed please find an executed copy of the State's Option to Purchase. This option was approved by the Johnston Community College Trustees at their meeting on May 17, 2001. This approval is based on the Trustee's understanding that State Property/Division of Water Quality are offering to purchase a permanent conservation easement on approximately 128 acres at the college's Howell Woods Nature Center. The college is to be compensated for this easement at $1700.00 per acre. As a part of this agreement the Wetlands Restoration Program agrees to satisfy up to four acres of wetlands impacts by Johnston Community College.

I am pleased that we were able to reach this satisfactory and mutually beneficial agreement. We look forward to working with the Wetlands Restoration Program on their project.

Sincerely

Herman Kight
Dean of Financial and Personnel Services, JCC

cc: Dr. Don Reichard, President, JCC
Mr. Ron Ferrell, Program Manager, WRP
Mr. Mack Haupt, Implementation Coordinator, WRP
Mr. James Sasser, Director Howell Woods, JCC

Post Office Box 2350 • Smithfield, NC 27577 • http://www.johnston.cc.nc.us

"Exhibit B" document #1 - 28.026 AC

Prepared by State of NC
Return to: Allen Wallace

STATE OF NORTH CAROLINA

JOHNSTON COUNTY

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT DEED, made this 16th day of July, 1999, by and between Johnston Community College, Grantor, and the State of North Carolina, whose mailing address is State of North Carolina State Property Office, 116 West Jones Street, Raleigh, NC 27603-8003, Grantee. 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 purpose 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, 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

WHEREAS, Grantor owns in fee simple certain real property situate, lying, and being in Johnston County, North Carolina (the "Protected Property"), hereinafter more particularly described;

WHEREAS, Grantor is willing to grant a Conservation Easement on the Protected Property, thereby restricting and limiting the use of the Protected Property on 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, for a period of 30 years, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Protected Property for the benefit of the people of North Carolina, said Protected Property lying within that certain parcel of land on the outside of State Road 1009 belonging to Johnston Community College as described in Deed Book 1667 at Page 972, Deed Book 1487 Page 160, and Deed Book 1419 at Page 43 of the Johnston County, North Carolina Registry and being in Benscoville Township, Johnston County, North Carolina, and being more particularly described as follows:

Beginning at a point at the southwest edge of the wetlands said beginning point having N.C. Grid Coordinates N=594175.9881, E=2214487.7486 said point being also N.89°28'37"W 28,268.38 feet and thence N.63°41'37"E.9124.38 feet from NGS Monument "Flowers" having NAD 83 Coordinates N=572545.787, E=2214819.159 and running thence from said beginning point N 16°9'32" E 273.84 feet; thence N 09°1'18" E 331.02 feet; thence N 24°59'30" E 102.91 feet; thence N 11°07'15" E 325.93 feet; thence N 7°32'43" E 338.19 feet; thence N 33°34'17" W 433.43 feet; thence N 19°3'13" W 107.33 feet; thence N 18°48'20" W 192.66 feet; thence N 21°3'25" W 212.71 feet; thence N 30°34'8" W 289.23 feet; thence N 46°32'7" W 249.24 feet; thence N 73°41'57" W 132.27 feet; thence N 51°9'37" W 375.93 feet; thence N 46°43'5" W 47.50 feet; thence N 45°18'35" W 428.94 feet; thence N 33°8'25" W 212.96 feet; thence N 29°34'30" W 182.86 feet; thence N 30°28'30" W 226.93 feet; thence N 50°34'46" W 301.54 feet; thence N 70°28'28" W 60.52 feet; thence N 50°38'28" W 169.69 feet; thence N 21°3'24" E 236.06 feet; thence N 85°47'39" E 159.00 feet; thence S 13°05" E 158.50 feet; thence S 47°21'57" E 46.41 feet; thence S 53°43'50" E 146.77 feet; thence S 46°54'7" E 143.37 feet; thence S 35°2'51" E 266.11 feet; thence S 31°57'36" E 127.98 feet; thence S 31°48'34" E 323.24 feet; thence S 42°2'6" E 265.65 feet; thence S 45°18'36" E 196.71 feet; thence S 44°19'38" E 121.16 feet; thence S 30°49'28" E 47.78 feet; thence S 51°41'15" E 196.57 feet; thence S 56°27'49" E 287.28 feet; thence S 44°9'35" E 232.74 feet; thence S 42°45'31" E 279.96 feet, thence S 29°47'57" E 168.24 feet; thence S 33°3'30" E 317.51 feet; thence S 25°9'47" E 216.34 feet; thence S 32°59'17" E 411.12 feet;

thence S 45°12'16" E 166.68 feet; thence S 38°17'27" E 153.44 feet; thence S 36°49'7" E 36.20 feet; thence S 20°12'48" W 99.97 feet; thence S 29°32'27" W 165.71 feet; thence S 21°45'10" W 148.82 feet; thence S 22°40'32" W 210.40 feet; thence S 28°7'31" W 206.73 feet; thence S 37°57'24" W 218.29 feet; thence S 26°12'23" W 145.12 feet; thence S 26°23'16" W 90.48 feet; thence S 8°38'31" W 38.12 feet; thence N 69°26'42" W 117.84 feet; thence N 36°54'4" W 66.23 feet; to the point and place of BEGINNING and containing 28.026 acres.

The purposes of this Conservation Easement are to maintain, restore, enhance, and create a wetland and/or riparian resource on the Protected Property that contributes to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Protected Property in its natural condition, consistent with these purposes; and to prevent any use of the Protected Property 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 remain in effect for a period of 30 years from the date of recordation of this instrument. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

II. RESERVED USES AND RESTRICTED ACTIVITIES

The Protected Property 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 on, or use of, the Protected Property 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 Protected Property for the purposes thereof. Usage of motorized vehicles on the Protected Property is prohibited.
B. Educational Uses. The Grantor reserves the right to undeveloped educational uses and the right of access to the Protected Property for such purposes including organized educational activities such as site visits, studies, and observations.
C. Vegetative Cutting. Cutting, removal, mowing, burning, or destruction of any vegetation on the Protected Property is prohibited.
D. Industrial Use. Industrial activities are prohibited on the Protected Property.
E. Residential Use. Residential use of the Protected Property is prohibited.
F. Commercial Use. Commercial activities are prohibited on the Protected Property.
G. Agricultural Use. Agricultural use of the Protected Property 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 on the Protected Property.
I. Signs. No signs shall be permitted on the Protected Property except interpretive signs describing restoration activities and the conservation values of the Protected Property, signs identifying the owner of the Protected Property and the holder of the Conservation Easement, and signs giving directions or prescribing rules and regulations for the use of the Protected Property.
J. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material on the Protected Property 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, damming, 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 natural, 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 Protected Property 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 Protected Property and shall have the right of reasonable ingress and egress to the Protected Property 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 Protected Property. 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 Protected Property and shall have the right of reasonable ingress and egress to the Protected Property 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 Wetlands Restoration Program, whose mailing address is P.O. Box 29535, Raleigh, NC 27626-0535.

III. ENFORCEMENT AND REMEDIES

A. In the event that Grantee determines that 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 Protected Property to its prior condition at the Grantor's expense.

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 to 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 Protected Property 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 Protected Property 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, Grantor expressly reserves to Grantor, and Grantor's invitees and licensees, the right of access to the Protected Property, and the right of quiet enjoyment of the Protected Property.

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

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

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed in its name by its President and attested by its Secretary, and its Corporate Seal affixed thereto by authority duly given.

President – Johnston Community College

Secretary – Johnston Community College

Trustee – Johnston Community College

Trustee – Johnston Community College

Trustee – Johnston Community College

(CORPORATE SEAL)

I, William Yates, a Notary Public in and for the County and State aforesaid, do hereby certify that Donald L. Reynolds personally came before me this day and acknowledged that he is Secretary of JCC Board of Trustees, and that by authority duly given and as an act of Board of Trustees, the foregoing instrument was signed by Donald L. Reynolds, its President, attested by himself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 15 day of July, 1999.

Notary Public

My commission expires:

05-21-2002

BOOK 1966 PAGE 436

[redacted]

18

"Exhibit B" document #2 - 111.84 AC

BOOK 2184 PAGE 214

Return to Allen G. Williams, Attorney at Law

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT DEED, made this 6th day of February, 2002, by and between THE TRUSTEES OF JOHNSTON COMMUNITY COLLEGE, GRANTOR, and the STATE OF NORTH CAROLINA, GRANTEE, whose mailing address is State of North Carolina State Property Office, 116 West Jones Street, Raleigh, NC 27603-8003. 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

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Banzeville Township, Johnston County, North Carolina (the "Protected Property"), and being a part of that certain parcel of land known as Hassell Woods and being conveyed to the Grantor by deed recorded in Deed Book 1487 at Page 169 and in Deed Book 1419 at Page 43, and in Deed Book 1856 at Page 68 of the Johnston County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement on the Protected Property, thereby restricting and limiting the use of the 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 more particularly described as follows:

The following described conservation easement lies within that certain parcel of land on the east side of State Road 1003, Banzeville Township, Johnston County, North Carolina, belonging to The Trustees of Johnston Community College, as duly recorded in Deed Book 1856, page 68, in the Johnston County, North Carolina Registry, being more fully described as follows:

BEGINNING at an existing iron stake at the southeast corner of an existing wetlands conservation easement duly recorded in Deed Book 1986, Page 431 of the Johnston County, North Carolina Register of Deeds having North Carolina Grid Coordinates (NAD 83) N=[illegible].4262,

E-2214653.5693 and being N 06° 26' 37" W 20,048.38 feet; thence N 05° 41' 37" E 9,124.38 feet; thence S 59° 34' 04" E 44.23 feet; thence S 69° 26' 42" E 117.84 feet from NGS monument "FLOWERS" having (NAD 83) Coordinates N-672545.787, E-2214819.158, thence along the centerline line of the through mentioned wetlands conservation easement N 08° 38' 31" E 38.12 feet to a point; thence N 29° 23' 16" E 90.40 feet to a point; thence N 28° 12' 23" E 145.12 feet to a point; thence N 37° 37' 24" E 218.20 feet to a point; thence N 28° 05' 31" E 205.72 feet to a point; thence N 22° 40' 32" E 210.40 feet to a point; thence N 21° 45' 16" E 148.02 feet to a point; thence N 29° 32' 27" E 165.71 feet to a point; thence N 20° 12' 40" E 93.97 feet to a point; thence N 30° 49' 07" W 36.28 feet to a point; thence N 30° 17' 27" W 133.44 feet to a point; thence N 43° 12' 16" W 105.48 feet to a point; thence N 32° 39' 17" W 411.12 feet to a point; thence N 25° 08' 47" W 216.34 feet to a point; thence N 33° 03' 30" W 317.51 feet to a point; thence N 29° 47' 57" W 160.24 feet to a point; thence N 48° 45' 31" W 279.06 feet to a point; thence N 44° 08' 35" W 232.74 feet to a point; thence N 50° 27' 40" W 207.28 feet to a point; thence N 51° 41' 15" W 196.57 feet to a point; thence N 50° 48' 20" W 47.70 feet to a point; thence N 44° 19' 36" W 121.16 feet to a point; thence N 45° 16' 34" W 194.71 feet to a point; thence N 42° 02' 05" W 205.65 feet to a point; thence N 31° 48' 34" W 323.24 feet to a point; thence N 31° 57' 30" W 127.98 feet to a point; thence N 35° 02' 51" W 205.11 feet to a point; thence N 46° 34' 7" W 142.37 feet to a point; thence N 53° 43' 50" W 146.77 feet to a point; thence N 07° 21' 57" W 46.41 feet to a point; thence N 13° 08' 05" W 158.50 feet to an existing iron stake on the northeast corner of the existing easement; thence with the following new lines: N 12° 47' 50" W 200.61 feet to an iron stake set; thence S 59° 00' 33" E 184.65 feet to an iron stake set; thence S 57° 11' 50" E 272.94 feet to an iron stake set; thence S 34° 05' 04" E 300.97 feet to an iron stake set; thence S 33° 17' 25" E 307.65 feet to an iron stake set; thence S 48° 04' 44" E 481.28 feet to an iron stake set; thence S 57° 17' 49" E 419.24 feet to an iron stake set; thence S 43° 14' 50" E 419.97 feet to an iron stake set; thence S 32° 29' 41" E 1,332.67 feet to an iron stake set; thence S 34° 36' 34" E 420.53 feet to an iron stake set; thence S 09° 31' 45" W 790.32 feet to an iron stake set; thence S 28° 34' 29" W 600.00 feet to an iron stake set; thence S 32° 47' 28" W 392.61 feet to an iron stake set; thence N 69° 15' 45" W 840.93 feet to the place of beginning and containing 111.84 acres.

The purposes of this Conservation Easement are to 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 ACTIVITIES

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, burning, 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 prescribing rules and regulations for the use of the Easement Area.

J. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances 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 diversion or alteration of the natural, 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 draining into waters, springs, seeps, or wetlands, or use of pesticides 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 subsurface 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.

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 notice 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 Protected Property 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.

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

THE TRUSTEES OF JOHNSTON COMMUNITY COLLEGE

Faye J. Austin Faye J. Austin

By [signature]
President

BK2184 PG218

ATTEST:

By _____
Secretary

(CORPORATE SEAL)

NORTH CAROLINA

COUNTY OF JOHNSTON

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____, personally came before me this day and acknowledged that he/she is Secretary to the Board of Trustees of THE TRUSTEES OF JOHNSTON COMMUNITY COLLEGE, and that by authority duly given and as an act of THE TRUSTEES OF JOHNSTON COMMUNITY COLLEGE, the foregoing instrument was signed by _____ its President and _____, Chairman of the Board of Trustees, and attested by _____ its Secretary.

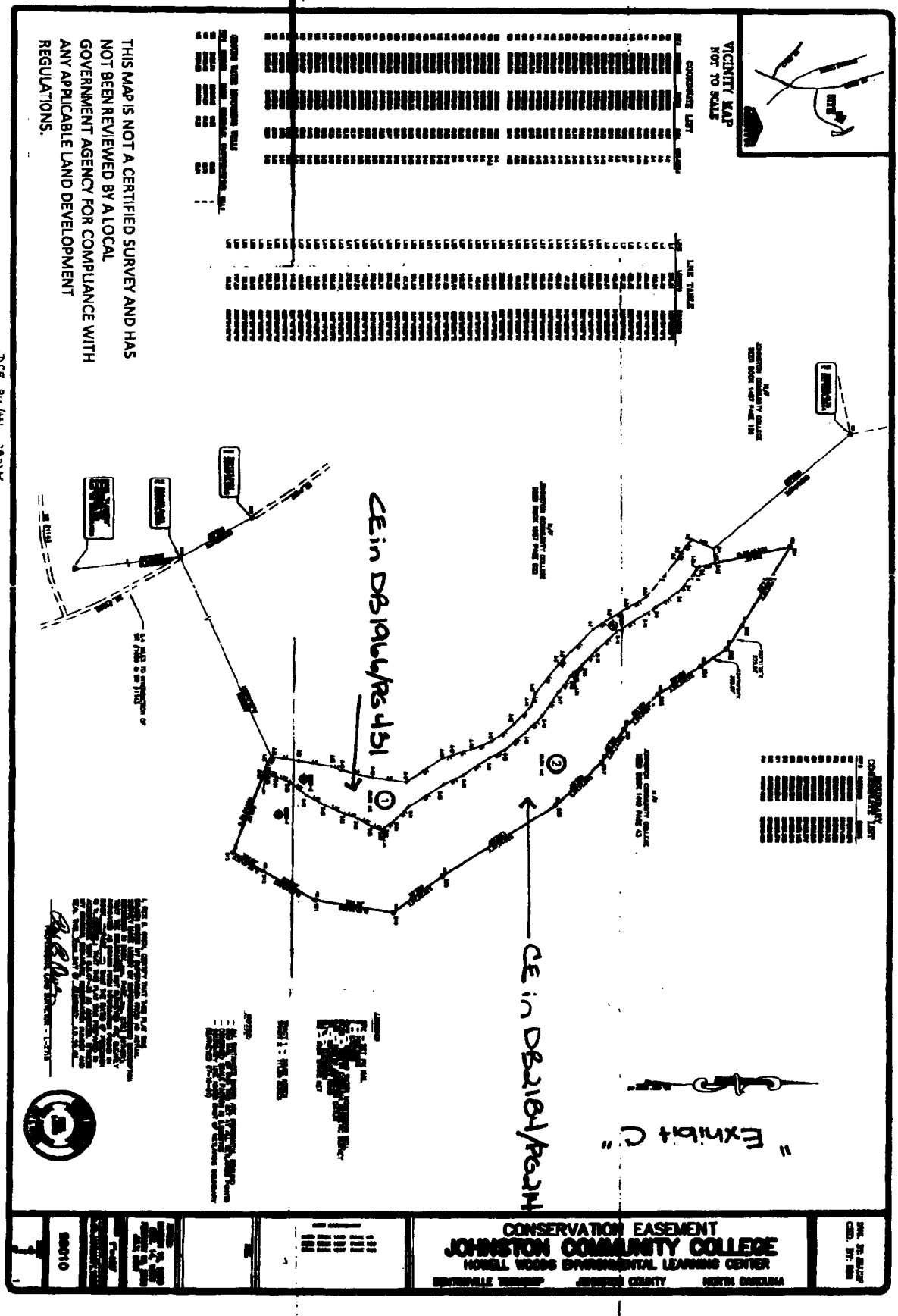
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 200_.

_____
Notary Public

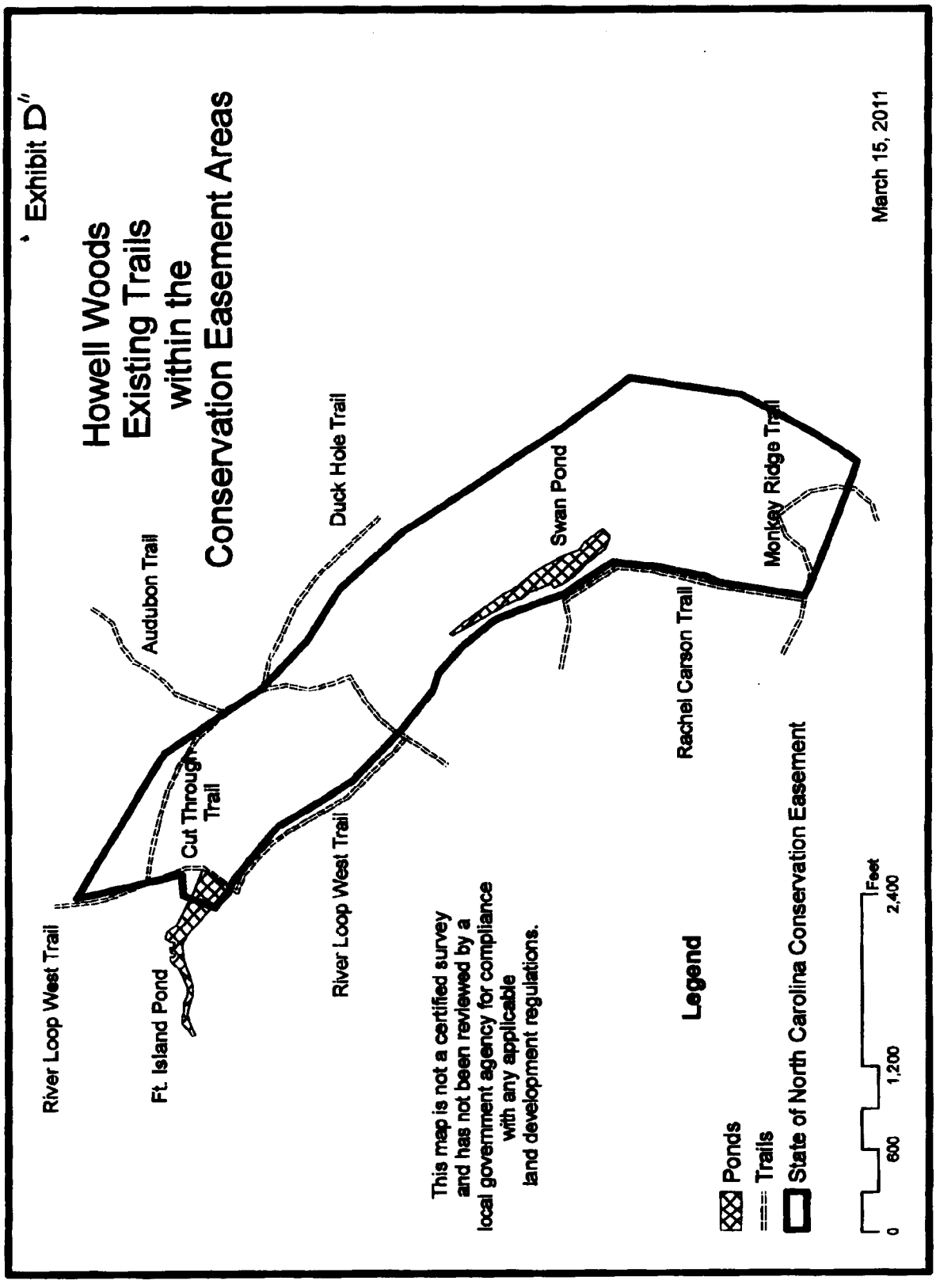
My Commission Expires:

My Commission Expires 05-21-2002

State of North Carolina-Johnston County
The foregoing _____ Notary Public is hereby certified to be correct.
This instrument was presented for registration and recorded in Book _____ Page _____
This _____ day of _____, _____ 2:40 pm
Fred M. Stewart _____
Register of Deeds
Deputy



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATION