Prepared by State of NC
Return to: Allen Willows

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

JOHNSTON COUNTY

THIS CONSERVATION EASEMENT DEED, made this 15th 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 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, 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 eastside of State Road 1009 belonging to Johnston Community College as described in Deed Book 1667 at Page 922, Deed Book 1487 Page 160, and Deed Book 1419 at Page 43 of the Johnston County, North Carolina Registry and being in Bentonville 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=594175.9681, E=2214487.7486 said point being also N.06°26'37"W 20,848.38 feet and thence N.65°41'37"E.9124.38 feet from NCGS Monument "Flowers" having NAD 83 Coordinates N=572545.787, E=2214819.159 and running thence from said beginning point N 10°0'32" 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°47'15" E 325.93 feet; thence N 7°52'43" 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 192.65 feet; thence N 21°3'25" W 212.71 feet; thence N 38°54'8" W 289.23 feet; thence N 46°52'7" W 249.24 feet; thence N 73°41'57" W 132.27 feet; thence N 51°6'37" 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°54'30" W 182.86 feet; thence N 30°20'30" W 226.95 feet; thence N 50°54'46" W 501.54 feet; thence N 70°28'26" 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 155.00 feet; thence S 13°6'5" 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 142.37 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 325.24 feet; thence S 42°2'6" E 265.65 feet; thence S 45°18'34" E 196.71 feet; thence S 44°19'38" E 121.16 feet; thence S 50°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°9'55" 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°3'50" E 317.51 feet; thence S 25°9'47" E 216.34 feet; thence S 32°39'17" E 411.12 feet;

thence S 45°12'16" E 166.48 feet; thence S 38°17'27" E 153.44 feet; thence S 36°49'7" E 36.20 feet; thence S 20°12'40" W 93.97 feet; thence S 29°32'27" W 165.71 feet; thence S 21°45'10" W f 148.02 feet; thence S 22°40'32" W 210.40 feet; thence S 28°5'31" W 206.72 feet; thence S 37°57'24" W 218.29 feet; thence S 20°12'23" W 145.12 feet; thence S 20°23'16" W 90.48 feet; thence S 8°38'51" W 38.12 feet; thence N 69°26'42" W 117.84 feet; thence N 56°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 ACTIVITES

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, harming, 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 proscribing rules and regulations for the use of the Protected Property.
J. **Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance 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, 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 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.

Donald L. Reichard
President –Johnston Community College

Donald L. Reichard
Secretary – Johnston Community College

Joan D. Johnson
Trustee – Johnston Community College

Haywood A. Watson
Trustee – Johnston Community College

Elaine T. Wattish
Trustee – Johnston Community College

(CORPORATE SEAL)

COUNTY OF JOHNSTON

I, Martha Wallace Yates, a Notary Public in and for the County and State aforesaid, do hereby certify that Donald L. Reichard 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. Reichard, 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.

Martha Wallace Yates
Notary Public

My commission expires:

05-21-2002

SCHEDULE B

BEING A 28.03 acre tract as described in survey entitled WETLANDS MAPPING JOHNSTON COMMUNITY COLLEGE, prepared by Rex B. Owen, Registered Land Surveyor, dated February 16, 2000 and more particularly described as follows:

BEGINNING in the tracts conveyed by Rudolph A. Howell to Johnston Community College Foundation, Inc. in Deeds recorded in Book 1419, page 43 and Book 1487, Page 160, Johnston County Registry, said beginning point being North 65 degrees 41 minutes 37 seconds East 9,124.38 feet from a spike in the center of State Road 1009; said spike being .4 miles North of the intersection of State Road 1009 and State Road 1143; thence the following courses and distances: North 10 degrees 00 minutes 32 seconds East 273.84 feet; thence North 09 degrees 01 minutes 18 seconds East 331.02 feet; thence North 24 degrees 59 minutes 30 seconds East 102.91 feet; thence North 11 degrees 47 minutes 15 seconds East 325.93 feet; thence North 07 degrees 52 minutes 43 seconds East 338.19 feet; thence North 33 degrees 34 minutes 17 seconds West 433.43 feet; thence North 19 degrees 03 minutes 13 seconds West 107.33 feet; thence North 18 degrees 48 minutes 20 seconds West 192.65 feet; thence North 21 degrees 03 minutes 25 seconds West 212.71 feet; thence North 38 degrees 54 minutes 08 seconds West 289.23 feet; thence North 46 degrees 52 minutes 07 seconds West 249.24 feet; thence North 73 degrees 41 minutes 57 seconds West 132.27 feet; thence North 51 degrees 06 minutes 37 seconds West 375.93 feet; thence North 46 degrees 43 minutes 05 seconds West 47.50 feet; thence North 45 degrees 18 minutes 35 seconds West 428.94 feet; thence North 33 degrees 08 minutes 25 seconds West 212.96 feet; thence North 29 degrees 54 minutes 30 seconds West 182.86 feet; thence North 30 degrees 20 minutes 30 seconds West 226.95 feet; thence North 50 degrees 54 minutes 46 seconds West 501.54 feet; thence North 70 degrees 28 minutes 26 seconds West 60.92; thence North 50 degrees 38 minutes 28 seconds West 169.64; thence South 21 degrees 03 minutes 24 seconds West 236.66 feet; thence North 85 degrees 47 minutes 39 seconds East 155.60 feet; thence South 13 degrees 06 minutes 05 seconds East 158.50 feet; thence South 47 degrees 21 minutes 57 seconds East 46.41 feet; thence South 53 degrees 13 minutes 50 seconds East 46.77 feet; thence South 46 degrees 54 minutes 07 seconds East 42.37 feet; thence South 35 degrees 02 minutes 51 seconds East 266.11 feet; thence South 31 degrees 57 minutes 36 seconds East 27.98 feet; thence South 31 degrees 48 minutes 34 seconds East 325.24 feet; South 42 degrees 02 minutes 06 seconds East 265.65 feet; thence South 45 degrees 18 minutes 34 seconds East 96.71 feet; thence South 44 degrees 19 minutes 38 seconds East 121.16; thence South 50 degrees 49 minutes 28 seconds East 47.78 feet; thence South 51 degrees 41 minutes 15 seconds East 196.57 feet; thence South 56 degrees 27 minutes 49 seconds East 287.28 feet; thence South 44 degrees 09 minutes 55 seconds East 282.74 feet; thence South 42 degrees 45 minutes 31 seconds East 279.96 feet; thence South 29 degrees 47 minutes 57 seconds East 168.24 feet; thence South 33 degrees 03 minutes 50 seconds East 317.51 feet; thence South 25 degrees 09 minutes 47 seconds East 216.34 feet; thence South 32 degrees 39 minutes 17 seconds East 411.12 feet; thence South 45 degrees 12 minutes 16 seconds East 166.48 feet; thence South 38 degrees 17 minutes 27 seconds East 153.44 feet; thence South 36 degrees 49 minutes 07 seconds East 35.20 feet; thence South 20 degrees 12 minutes 40 seconds West 93.97; thence South 29 degrees 32 minutes 27 seconds West 165.71 feet; thence South 21 degrees 45 minutes 10 seconds West 148.02 feet; thence South 22 degrees 40 minutes 32 seconds West 210.40 feet; thence South 28 degrees 05 minutes 31 seconds West 205.72 feet; thence South 37 degrees 57 minutes

24 seconds West 218.29 feet; thence South 20 degrees 12 minutes 23 seconds West 145.12 feet; thence South 20 degrees 23 minutes 16 seconds West 90.48 feet; thence South 08 degrees 38 minutes 51 seconds West 38.12 feet; thence North 69 degrees 26 minutes 42 seconds West 117.84 feet; thence North 56 degrees 54 minutes 04 seconds West 66.23 feet to the point and place of BEGINNING.