Return to: Taylo & Taylor, Attorneys at La

Melanie Arthur 7P
Carteret County Register of Deeds
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STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

CARTERET COUNTY

THIS CONSERVATION EASEMENT DEED, made this 26 day of April 1999, by and between Carteret-Craven Electric Cooperative, 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 Carteret 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, forever and in perpetuity, 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 and being in Morehead Township, Carteret County, North Carolina, and being more particularly described as follows:

EASEMENT AREA #1

Commencing at a point at the northwest intersection of the right-of-way of U.S. Hwy 24 and S.R. 1265;

Thence N83-32-00W, 279.10 feet along the northerly right-of-way of U.S. Hwy 24 to a point, being the **TRUE PLACE OF BEGINNING** for the parcel herein described;

Thence continuing M83-32-00W, 663.88 feet along the northerly right-of-way of U.S. Hwy 24 to a point;

Thence N00-17-20W, 299.71 feet along the common line with T. Oulgaun, D.B.719 Pg. 396 to an iron pipe found;

Thence N02-31-26E, 441.63 feet along the common line with J. Ball, D.B.671 Pg.016 to an iron pipe found;

Thence N03-02-37E, 17.90 feet to a point;

Thence S83-59-58E, 165.00 feet to a point;

Thence S05-28-37W, 326.85 feet to a point;

Thence S56-27-53W, 41.78 feet to a point;

Thence S04-55-24W, 89.56 feet to a point;

Thence S23-53-12E, 256.00 feet to a point;

Thence S86-44-59E, 189.61 feet to a point;

Thence S61-41-48E, 281.03 feet to the **TRUE PLACE OF BEGINNING,** containing 153,672 s.f./3.527 acres as shown on a map by The Rose Group, Inc. Titled "Easement Map for Carteret-Craven electric Membership Corporation" dated April 21, 1999.

EASEMENT AREA #2

Commencing at a point at the northwest intersection of the right-of-way of U.S. Hwy 24 and S.R. 1265, being the **TRUE PLACE OF BEGINNING** for the parcel herein described;

Thence N83-32-00W, 158.53 feet along the northerly right-of-way of U.S. Hwy 24 to a point;

Thence N05-48-29W, 69.74 feet to a point;

Thence N49-46-03E, 130.63 feet to a point;

Thence N06-06-16E, 210.95 feet to a point;

Thence N41-22-34E, 110.74 feet to a point on the westerly right-of-way of S.R. 1265;

Thence S05-31-16W, 466.63 feet along the westerly right-of-way of S.R. 1265 to the **TRUE PLACE OF BEGINNING,** containing 38651 s.f./0.887 acres as shown on a map by The Rose Group, Inc. Titled "Easement Map for Carteret-Craven electric Membership Corporation" dated April 21, 1999.

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 be perpetual. 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.** The Grantor reserves the right to selectively harvest/remove sapling and juvenile loblolly pine, and sweet gum trees of less than ten feet in overall height. The Grantor may, upon verbal approval from the Wetlands Restoration Program, selectively cut vegetation deemed a hazard to the power distribution system and replace such vegetation with a less obtrusive species if necessary. All other 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 at all reasonable times to undertake any activities (including planting, grading and hydrological modification) to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Protected Property. In addition, the Grantee, and authorized representatives of the Grantee, shall have the right to enter 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 512 N. Salisbury Street, 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. ɜ 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

Secretary

(CORPORATE SEAL)

COUNTY OF Carteret

I, Peggy Ann Horrell, a Notary Public in and for the County and State aforesaid, do hereby certify that David M. Chadwick personally came before me this day and acknowledged that he is Secretary of Carteret-Craven Electric Membership Corporation and that by authority duly given and as an act of Carteret-Craven Electric Membership Corp., the foregoing instrument was signed by R. W. Jones, its President, attested by himself as Secretary, and sealed with the common seal of said corporation.

IN WITHNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 26th day of April, 1999.

Notary Public

My commission expires:

4/1/2000

NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds
By Cynthia T. Smith
Asst./Deputy, Register of Deeds

BOOK 862 PAGE 186

Legal Descriptions
for
Wetlands Restoration Easement
Carteret-Craven Electric Membership Corporation
Newport Township, Carteret County, North Carolina

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Legal Descriptions
for
Wetlands Restoration Easement
Carteret-Craven Electric Membership Corporation
Newport Township, Carteret County, North Carolina

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