May

FOR REGISTRATION REGISTER OF DEEDS
JUDY D MARTIN
MOORE COUNTY, NC
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NC REVENUE STAMP:$882.00
INSTRUMENT # 2003006712

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

MOORE COUNTY
Prepared by and return to
Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File Number 63-H

THIS CONSERVATION EASEMENT DEED (this "Conservation Easement"), made this 28th day of march 2003, by and between J-Bar Ranch, Inc , ("Grantor") and the State of North Carolina, whose mailing address is the North Carolina State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321 ("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, the Wetlands Restoration Program in the Department of Environment and Natural Resources has approved acceptance of this Conservation Easement, and

WHEREAS, the acceptance and execution 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 Little River Township, Moore County, North Carolina, and being more particularly described as that certain parcel of land described as conveyed to the Grantor by deed recorded in **Deed Book 1350 at Page 186** of the Moore County Registry, North Carolina (the "Protected Property"), and

WHEREAS, Grantor is willing to grant the State a conservation easement over a portion of the Protected Property, thereby restricting and limiting the use of a portion of the Protected Property in accordance with 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, for the benefit of the people of North Carolina, such property being all of the parcel of land as identified as "conservation easement" as shown on a plat of survey entitled "Map of A Conservation Easement for NC Wetlands Restoration Program, Property of J-Bar Ranch, Inc " dated February 10, 2003 and certified by Thomas Stewart Blue, North Carolina PLS Number L-4093 Plat is **recorded in Map Cabinet 10 Page 346 of the Moore County Registry.** Conservation easement contains a total of 125 77 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 and wildlife habitat, 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 and its successors, and assigns, lessees, agents, and licensees

II. RESERVED USES AND RESTRICTED ACTIVITES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement 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 within the Easement Area, 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 within the Easement Area and the right of access to the Easement Area for such purposes including organized educational activities such as site visits, studies, and observations

C **Vegetative Cutting.** Cutting, removal, mowing, harming, or destruction of any vegetation in the Easement Area is prohibited

D **Industrial Use** Industrial activities in the Easement Area are prohibited

E **Residential Use.** Residential use of the Easement Area is prohibited

F **Commercial Use.** Commercial activities in the Easement Area are prohibited

G **Agricultural Use.** Agricultural use of the Easement Area including use for cropland, waste lagoons, or pastureland is prohibited

H **New Construction.** There shall be no building, facility, mobile home, or other structure constructed or placed in the Easement Area

I **Signs.** No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Protected Property and the holder of the easement, and signs giving directions or proscribing rules and regulations for the use of the Easement Area, all of which shall be subject to Grantor's approval prior to posting

J **Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance or machinery, or other material in the Easement Area is prohibited

K **Grading, Mineral Use, Excavation, Dredging.** There shall be no grading, filling, excavation, dredging, mining, or drilling, no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials within the Easement Area

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 within the Easement Area, or disruption or alteration of the restored, enhanced, or created drainage patterns within the Easement Area In addition, diverting or causing the diversion of surface or underground water into, within or out of the Easement Area by any means, and removal of

wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in each case within the Easement Area is prohibited

M **Subdivision.** Subdividing, partitioning, or dividing the Easement Area are prohibited

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 roadways located on the Protected Property, at all reasonable times and on reasonable notice 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 Easement Area, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow within the Easement Area 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 roadways located on the Protected Property, at all reasonable times and on reasonable notice for the purpose of inspecting the Easement Area to determine if the Grantor is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement The rights granted in this paragraph 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 NC State Property Office, whose mailing address is 1321 Mail Service Center, Raleigh, NC 27699-1321

III. ENFORCEMENT AND REMEDIES

A In the event that the Grantee determines that the Grantor has violated or is threatening to violate any of the terms, conditions, or restrictions of this Conservation Easement, the Grantee may institute a suit to enjoin such violation and if necessary, to require the Grantor to repair any damage to the Easement Area caused by Grantor's breach of this Conservation Easement

B No failure on the part of Grantee or Grantor, as applicable, 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 or Grantor, as applicable, 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 NC General Statue § 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 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 conservation 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,

_____ (SEAL)
J-Bar Ranch, Inc.
J.J. Barnes, President

Attest:

_____
Secretary for J-Bar Ranch

(Corporate Seal)

STATE OF North Carolina

COUNTY OF Moore

I, Joanne M Murray a Notary Public for said County and State, certify that J J Barnes personally came before me this day and acknowledged that he is President of J-Bar Ranch, a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, ~~sealed with its corporate seal, and attested by~~ its ~~Secretary.~~

Witness my hand and official seal, this the 28th day of March, 2003

(Notary Seal)

JOANNE M. MURRAY NOTARY PUBLIC MOORE COUNTY N.C.

Joanne M Murray
Notary Public

My Commission Expires

12-10-2006

JUDY D. MARTIN
REGISTER OF DEEDS, MOORE
JUDICIAL BUILDING
100 DOWD STREET
CARTHAGE, NC 28327

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Filed For Registration:	**03/28/2003 03:15:23 PM**
Book:	**RE 2225 Page: 90-95**
Document No.:	**2003006712**
	EASE 6 PGS $908.00
NC REAL ESTATE EXCISE TAX:	**$882.00**
Recorder:	**JEANETTE CHISHOLM**

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State of North Carolina, County of Moore

The foregoing certificate of JOANNE M MURRAY Notary is certified to be correct. This 28TH of March 2003

JUDY D. MARTIN , REGISTER OF DEEDS

By: _____
Deputy/Assistant Register of Deeds

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