Book 0582 Page 0280

GREENE COUNTY NC 12/15/2004
3
$40.00

STATE OF NORTH CAROLINA

Real Estate Excise Tax

Filed for registration on the 15th day of Dec 2004 at 3:50 o'clock in Book No. 582 Page 280
Nancy Murphy
Register of Deeds, Greene County

PREPARED BY STEPHEN L. BEAMAN
P.O. Box 1907, Wilson, NC 27894-1907 (252) 237-9020

NORTH CAROLINA GREENE COUNTY

PERMANENT CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") is made as of the 29th day of November, 2004 by and between **Greene Environmental Services, LLC** (Grantor) and **Tar River Land Conservancy** (Grantee), whose address is PO Box 1161, 123 N. Main St., Louisburg, N.C., 27549.

The designation Grantor and Grantee as used herein shall include said parties, their successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

RECITALS

WHEREAS, Grantor and Grantee have agreed to create a conservation easement ("Conservation Easement"), on the Property, which is more particularly described on **Exhibit A-1 and Exhibit A-2** attached hereto and made a part hereof ("Restored Property"), for the purposes of creating, restoring, improving, preserving and monitoring the stream/wetland and riparian areas located thereon and preventing the use or development of the Restored Property for any purpose or in any manner which would conflict with the maintenance of the Restored Property in its natural condition.

AND WHEREAS, the Property is a part of larger tracts of land described on **Exhibit B** attached hereto and made a part hereto (the Remaining Property").

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor hereby unconditionally and irrevocably 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 Property described on **Exhibit A-1 and A-2**, together with the right to preserve and protect the conservation values thereof, and together with an access easement as described hereinafter, as follows:

Grantor shall have the right to ingress and egress over, across and through any and all of the Remaining Property utilizing paths, roadways, cart ways, and other means of ingress and egress over and across and through said Property now or hereafter in general use by Grantor or others with rights to ingress and egress over, across, and through the Remaining Property.

The purposes of this Conservation Easement are to preserve and protect the conservation values of the Restored Property and to maintain permanently the Restored Property, including the streams/wetlands and riparian areas thereon, to protect any rare plants, animals, or plant communities on the Restored Property, and to prevent any use of the Restored Property that will significantly impair or interfere with the conservation values or interests of the Restored Property.

ARTICLE I.
DURATION OF EASEMENT

This Conservation Easement shall be perpetual. This Conservation Easement is an easement in gross, runs with the land and is enforceable by Grantee or its assigns against Grantor, Grantor's successors and assigns, lessees, agents and licensees, including but not limited to Grantor's successors in title with respect to the Property and Remaining Property.

ARTICLE II.
PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Restored Property inconsistent with the purpose of the Conservation Easement is prohibited. The Restored Property shall be preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Restored Property.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A. Disturbance of Natural Features. Any change disturbance, alteration or impairment of the natural features of the Restored Property or any introduction of non-native plants and/or animal species is prohibited.

B. Construction. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line pier landing, dock or any other temporary or permanent structure or facility on or above the Restored Property.

C. Industrial, Commercial and Residential Use. Industrial and/or commercial activities, including any right of passage used in conjunction with commercial or industrial activity, are prohibited on the Restored property. Residential use of the Restored Property is prohibited.

D. Agricultural, Grazing and Horticultural Use. Agricultural, grazing, and horticultural use of the Restored Property is prohibited.

E. Vegetation. There shall be no removal, burning, destruction, harming, cutting or mowing of trees, shrubs, or other vegetation on the Restored Property.

F. Signage. No signs shall be permitted on or over the Restored Property, except the posting of no trespassing signs, signs identifying the conservation values of the Property, signs giving directions or proscribing rules and regulations for the use of the Property and/or signs identifying the Grantor as owner of the property and Grantee as the holder of Conservation Easement on the Restored Property.

G. Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Restored Property is prohibited.

H. 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, and no change in the topography of the land in any manner on the Restored Property, except for the purpose of restoring streams, wetlands, natural topography or drainage patterns.

I. Water Quality and Drainage Pattern. 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.

J. Development Rights. No development rights that 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.

K. Vehicles. The operation of mechanized vehicles, including, but not limited to, motorcycles, dirt-bikes, all-terrain vehicles, cars and trucks is prohibited.

ARTICLE III
GRANTOR'S RESERVED RIGHTS

The Grantor expressly reserves for itself, its personal representatives, heirs, successors or assigns, the right to continue the use of the Restored Property for all purposes not inconsistent with this Conservation Easement, including, but not limited to, the right to quiet enjoyment of the Restored Property, the rights of ingress and egress, the right to hunt, fish, and hike on the Restored Property, the right to sell, transfer, gift or otherwise convey the Restored Property, in whole or in part, provided such sale, transfer or gift conveyance is subject to the terms of, and shall specifically reference, this Conservation Easement.

ARTICLE IV.
GRANTEE'S RIGHTS

The Grantee or its authorized representatives, successors and assigns, and Third-Parties, shall have the right to enter the Restored Property at all reasonable times for the purpose of inspecting said property to determine if the Grantor, or its personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The Grantee shall also have the right to enter and go upon the Restored Property for purposes of making scientific or educational observations and studies, and taking samples. The easement rights granted herein do not include public access rights.

The Grantee or its authorized representatives, successors and assigns, and Third-Parties, shall have an easement for ingress, egress and regress over and across the remaining Property for the purpose of accessing the Restored Property, from the public right(s)-of-way adjoining the Remaining Property.

The Grantee or its authorized representatives, successors and assigns shall have the right to restore the streams, wetlands and/or riparian areas located on the Property or formerly located on the property.

ARTICLE V
ENFORCEMENT AND REMEDIES

A. In addition to any rights or remedies available to the Grantee under the Uniform Conservation and Historic Preservation Agreement Act, N.C. G. S. § 121-34 *et seq.*, upon any breach of the terms of this Conservation Easement by the Grantor, its agents, successors, or assigns, which comes to the attention of the Grantee, the Grantee or Third-Parties may institute a suit to enjoin such violation and if necessary, to require the restoration of the Restored Property to its prior condition at the Grantor's expense.

B. No failure on the part of the 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.

C. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Restored Property resulting from causes beyond the Grantor's reasonable control, including, without limitation, fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees; or from any prudent action taken in good faith by 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.

ARTICLE VI.
MISCELLANEOUS

A. Title. The Grantor warrants, covenants and represents that Grantor is the sole owner and is seized of the Property in fee simple and has good right to convey, make, declare and impose the aforesaid Conservation Easement; the Property is free and clear of any and all

encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons.

B. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Property. The Grantor agrees to provide to Grantee written notice of such transfer at least thirty (30) days prior to the date of the transfer. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the Third-Parties.

C. Assignment. The parties recognize and agree that the benefits of this Conservation Easement are in gross and the rights of Grantee hereunder shall be assignable provided, however that any such assignment shall be to a qualified holder under the uniform Conservation and Historic Preservation Agreement Act, N.C. Gen. Stat. § 121-34 *et seq.*

D. Entire Agreement and Severability. 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 void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

E. Uniform Conservation and Historic Preservation Agreement Act. The parties intend that this Conservation Easement be a conservation agreement as defined in the Uniform Conservation and Historic Preservation Agreement Act, N.C. G. S. § 121-34 *et seq.*, and this Conservation Easement shall be so construed.

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

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be signed in its name and the word "SEAL" adopted as its seal as of the day and year first above written.

GRANTOR: GREENE ENVIRONMENTAL SERVICES, LLC.

BY: Bobby G Ham (SEAL)

Bobby G Ham, Member/Manager

GRANTEE: TAR RIVER LAND CONSERVANCY, a North Carolina Non-profit Corporation

By: Ernest Averett
President

Attest:

By: Jeffrey A Fisher, Esq.
Assistant Secretary

NORTH CAROLINA
PITT ~~GREENE~~ COUNTY

I, JEFFREY S. SCRAMLIN, a Notary Public, do hereby certify that Bobby G. Ham, personally appeared before me this day and acknowledged that he is a Member and/or Manager of Greene Environmental Services, LLC and being duly authorized to do so, further acknowledged the due execution of this instrument for and on behalf of Greene Environmental Services, LLC.

Witness my hand and official seal, this 15th day of December, 2004.

Jeffrey S. Scramlin
Notary Public
My Commission Expires: 10-16-2005

JEFFREY S. SCRAMLIN NOTARY PUBLIC PITT COUNTY, NC

NORTH CAROLINA
Granville COUNTY

I, Sandra N. Bailey, a Notary Public of Granville County, North Carolina do hereby certify that **Jeffrey A. Fisher** personally appeared before me this day and acknowledged that he is the Assistant Secretary of the Tar River Land Conservancy, a non-profit corporation, and that by authority duly given and as an act of the corporation the foregoing Instrument was signed in its name by its President, **Ernest Averett**, ~~sealed with its corporate seal~~ DGA and attested by himself as its Assistant Secretary.

Witness my hand and notarial seal this 13th day of December, 2004.

My commission expires: 4-28-09

Sandra N. Bailey
Notary

(Notary Seal)

SANDRA N. BAILEY NOTARY PUBLIC GRANVILLE COUNTY, N.C.

NORTH CAROLINA GREENE COUNTY

The foregoing certificate(s) of Jeffrey S. Scramlin Sandra N. Bailey, Notary Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 582, Page 280. This 15th day of December, 2004 A.D., at 3:50 o'clock p.M.

Nancy Murphy
Register of Deeds, Greene County
By Sandra L. Tree
Deputy Register of Deeds

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EXHIBIT A-1
Restored Property
(Moye Property)

Lying and being in Ormonds Township, Greene County, North Carolina and more particularly described as follows:

Being all of that Property shown on that Map entitled "Survey for Greene Environmental Services, LLC", prepared by Grant & Associates, P.A. and designated as Tract "F" recorded in Map Book 27, Page 124 of the Greene County Registry, and containing 12.76 acres, more or less.

Being all of Lots 1 and 2, shown on that Map entitled "Survey for Greene Environmental Services, LLC – Tract "E" (1&2)", prepared by Grant & Associates, P.A. recorded in Map Book 27, Page 179 of the Greene County Registry, and containing 3.70 acres, more or less.

EXHIBIT A-2
Restored Property
(Stokes Property)

Lying and being in Ormonds Township, Greene County, North Carolina and more particularly described as follows:

Being all of that Property shown on that Map entitled "Survey for Greene Environmental Services, LLC", prepared by Grant & Associates, P.A. and designated as Tract "A" recorded in Map Book 27, Page 118 of the Greene County Registry, and containing 5.84 acres, more or less.

Being all of that Property shown on that Map entitled "Survey for Greene Environmental Services, LLC", prepared by Grant & Associates, P.A. and designated as Tract "B" recorded in Map Book 27, Page 119 of the Greene County Registry, and containing 7.04 acres, more or less.

Being all of that Property shown on that Map entitled "Survey for Greene Environmental Services, LLC", prepared by Grant & Associates, P.A. and designated as Tract "C" recorded in Map Book 27, Page 120 of the Greene County Registry, and containing 6.70 acres, more or less.

Being all of that Property shown on that Map entitled "Survey for Greene Environmental Services, LLC", prepared by Grant & Associates, P.A. and designated as Tract "D" recorded in Map Book 27, Page 121 of the Greene County Registry, and containing 9.63 acres, more or less.

Being all of Lots 1 and 2 shown on that Map entitled "Survey for Greene Environmental Services, LLC – Tract "G" (1&2)", prepared by Grant & Associates, P.A. and recorded in Map Book 27, Page 180 of the Greene Country Registry, and containing 4.41 acres, more or less.

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EXHIBIT B

Remaining Property
(Moye Property)

Being all of that Property lying and being in Ormonds Township, Greene County, North Carolina and described in that Deed dated May 7, 2002 to L.A. Moye Family, LLC and recorded in Book 547, Page 702 of the Greene County Registry.

Remaining Property
(Stokes Property)

Being all of that property lying and being in Ormonds Township, Greene County, North Carolina and described in that Deed dated June 13, 1997 to Charles L. Stokes, Jr. and Sandra Jeanne Stokes, and recorded in Book 498, Page 497 of the Greene County Registry and described in that Deed dated August 7, 1990 to Charles L. Stokes, Jr. and recorded in Book 455, Page 912 of the Greene County Registry.

REGISTER OF DEEDS
GREENE COUNTY

№ 31137

SNOW HILL, N.C., 12-15, 2004

RECEIVED OF Bobby Nam $ 578.00

Five Hundred seventy eight & no/100 DOLLARS

FOR Easement + Stage for all counts

Tax Lien

NANCY MURPHY, R. of D.

BY Nancy Murphy