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Book 1837 Page 388
Alamance County, NC
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Excise Tax: $131.00
Muriel W Tarpley, Register of Deeds

STATE OF NORTH CAROLINA

ALAMANCE COUNTY

CONSERVATION EASEMENT

SPO File Number 01-AT
Prepared by ~~and return to~~: Return to: Holt Longest & Wall + Blatz
Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
Stps - 131.00

THIS CONSERVATION EASEMENT DEED, made this 27th day of March, 2003, by and between Sam Ira Kiser, Jr. and wife Deborah K. Kiser, **Grantor**, and the State of North Carolina, Grantee, whose mailing address is State of North Carolina 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, 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 Newlin Township, Alamance County, North Carolina (the "Protected Property"), and being more particularly described as that certain 95.50 acre parcel of land being conveyed to the Grantor by deed recorded in **Deed Book 736 at Page 608,** of the **Alamance County Registry. Save and except 3.58 acres** conveyed by Grantor by deed as recorded in **Deed Book 1585, at Page 203, Alamance County Registry**; 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

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hereafter as the Easement Area, for the benefit of the people of North Carolina, and being all of the tract of land as identified as 15.53 acre Easement Area as shown on a plat of survey entitled "**Final Plat Conservation Easement Survey for the NC Wetlands Restoration Program, Property of Sam Ira Kiser, Jr. & Wife, Deborah K. Kiser**" dated July 15, 2002 certified by Douglas R. Yarbrough and **recorded in Map Book 67 Page 69, Alamance County Registry**. Tract is more particularly described as found on attached **Exhibit "A"**.

The purposes of this Conservation Easement are to maintain, restore, enhance, and create wetland and/or riparian resources in the Easement Area that contributes 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 ACTIVITES

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, 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 Conservation Easement, and signs giving directions or proscribing rules and regulations for the use of the Easement Area.

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.

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 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 subterraneous 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 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 easement herein granted; that the same are free from encumbrances, except as shown on "Exhibit B" attached hereto and incorporated herein by reference, 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,

Sam Ira Kiser (SEAL)
Sam Ira Kiser, Jr.

Deborah K. Kiser (SEAL)
Deborah K. Kiser

NORTH CAROLINA
COUNTY OF Alamance

I, Lisa S. Lee, a Notary Public in and for the County and State aforesaid,

do hereby certify that Sam Ira Kiser, Jr., and wife, Deborah K. Kiser, Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 27th day of March, 2003.

Lisa S. Lee
Notary Public

LISA S. LEE NOTARY PUBLIC ALAMANCE COUNTY, NC

My commission expires: March 28, 2003

State of North Carolina Alamance County
The foregoing certificate(s) of Lisa S. Lee
A Notary (Notaries) Public of the Designated Governmental units is (are) certified to be correct.
This the 27th day of March, 2003
MURIEL W. TARPLEY
Register of Deeds By ~~Assistant~~/Deputy Donna Chandler

7/32.00

RECEIVED
AUG 02 2002
State Property Office

Landmark Surveying, Inc.
109 East Harden Street, Graham, NC 27253
Telephone: 336 229-6275 Facsimile: 336 2275919
Email address: dylandmark@triad.rr.com

07/31/2002

"Exhibit A"

Legal description for Conservation Easement for NC Wetlands Restoration Program, Property of Sam Ira Kiser, Jr., and wife, Deborah K. Kiser (SPO File Number O1-AT).

A conservation easement on property in Newlin Township, Alamance County, North Carolina adjoining Quakenbush Road, Sam Ira Kiser, Jr. and wife Deborah K. Kiser, James H. Saunders and wife Deborah P. Saunders, and Tammi Barker.

Beginning at a new spike set in the center line of Quakenbush Road, said spike being N 85°54'27" W 3020.80' from a new railroad spike set in the centerline intersection of Quakenbush Road and Holman Mill Road, running thence with the property of Sam & Deborah Kiser the following: S 25°02'53" E 192.93' to a new iron pipe; S 20°39'39" W 162.98' to a new iron pipe; S 35°00'40" W 225.10' to a new iron pipe; S 03°33'51" W 140.55' to a new iron pipe; S 24°45'52" W 169.81' to a new iron pipe; S 07°05'34" W 136.68' to a new iron pipe; S 63°07'55" W 270.85' to a new iron pipe; S 33°07'24" W 279.43' to a new iron pipe; N 86°32'35" W 164.97' to a new iron pipe; N 50°26'46" W 132.74' to a new iron pipe: N 34°38'36" W 220.84' to a new iron pipe; N 55°44'33" W 130.93' to a new iron pipe; S 83°35'41" W 108.24' to a new iron pipe; S 48°39'12" W 237.59' to a new iron pipe; S 68°52'47" W 116.01' to a new iron pipe in the line of James and Deborah Saunders; thence with Saunders N 04°20'50" E 58.21' to an existing solid bar a corner with Tammi Barker; thence with Barker N 00°17'52" E 242.20' to an existing rebar; thence with Barker N 00°17'52" E 75.57' to a new iron pipe; thence the following lines with Sam and Deborah Kiser, N 50°26'12" E 151.61' to a new iron pipe; N 66°12'35" E 112.62' to a new iron pipe; S 74°46'45" E 113.88' to a new iron pipe; S 87°34'19" E 265.76' to a new iron pipe; S 59°26'39" E 218.99' to a new iron pipe; S 84°39'10" E 125.87' to a new iron pipe; N 55°30'51" E 207.32' to a new iron pipe; N 13°50'49" E 117.04' to a new iron pipe; N 17°13'16" E 203.71' to a new iron pipe; N 53°40'52" E 131.59' to a new iron pipe; N 17°50'38" E 317.93' to a new spike set in the center line of Quakenbush Road; thence along the center of road S 89°34'27" E 59.18' to an existing mag nail in the centerline intersection of Quakenbush Road and Reedy Branch; thence continuing with the centerline of road S 89°49'45" E 53.81' to the point and place of beginning and being 15.53 acres more or less as surveyed by Douglas R. Yarbrough on July 15, 2002 and recorded in Plat Book 67 Page 69 of the Alamance County Register of Deeds.

Douglas R. Yarbrough, Professional Land Surveyor L-3395

NORTH CAROLINA PROFESSIONAL SEAL L-3395 LAND SURVEYOR DOUGLAS R. YARBROUGH

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DK

EXHIBIT "B" to Conservation Easement (Kiser) - Encumbrances to Title

1. Future Advances Deed of Trust from Sam Ira Kiser, Jr. and wife, Deborah K. Kiser to David L. Harris as Trustee for North Central Farm Credit, ACA dated 08-23-91 and recorded on 08-23-91 in Book 736 at Page 611 in the original principal amount of $135,000.00 and a maximum amount of $300,000.00. Assigned to The Farm Credit Bank of Columbia in Book 747 at Page 643.
2. Equity Line Deed of Trust from Sam Ira Kiser, Jr. and wife, Deborah K. Kiser to Forrest C. Hall as Trustee for NCNB National Bank of North Carolina (nka Bank of America, N.A.) dated 11-11-91 and recorded on 11-12-91 in Book 746 at Page 11 in the amount of $25,500.00. PRLAP, Inc. substituted as Trustee in Book 1683 at Page 394.
3. Future Advances Deed of Trust from Sam Ira Kiser, Jr. and wife, Deborah K. Kiser to David L. Harris as Trustee for North Central Farm Credit, ACA dated 07-17-92 and recorded on 08-21-92 in Book 784 at Page 892 in the original principal amount of $202,500.00 and a maximum amount of $500,000.00. Assigned to The Farm Credit Bank of Columbia in Book 811 at Page 569.
4. Future Advances Deed of Trust from Sam Ira Kiser, Jr. and wife, Deborah K. Kiser to David L. Harris as Trustee for North Central Farm Credit, ACA dated 12-4-92 and recorded on 02-02-93 in Book 809 at Page 671 in the original principal amount of $9,950.00 and a maximum amount of $500,000.00. Assigned to The Farm Credit Bank of Columbia in Book 811 at Page 584.
5. Future Advances Deed of Trust from Sam I. Kiser, Jr. and wife, Deborah K. Kiser to W. J. Cook, Jr. as Trustee for North Central Farm Credit, ACA dated 11-20-98 and recorded on 01-06-99 in Book 1249 at Page 640 in the original principal amount of $348,400.00 and a maximum amount of $1,000,000.00.
6. Future Advances Deed of Trust from Sam I. Kiser and wife, Deborah K. Kiser to Michael R. Morton as Trustee for Carolina Farm Credit, ACA dated 03-14-01 and recorded on 03-20-01 in Book 1480 at Page 959 in the original principal amount of $33,600.00 and a maximum amount of $1,200,000.00. This Deed of Trust includes additional property.
7. UCC Financing Statement filed 07-02-99 by file number 99-1181 in favor of North Central Farm Credit, ACA securing all poultry and farm equipment located on or affixed to the subject property.
8. 2002 Alamance County ad valorem property taxes that were due and payable have been paid.
9. Right-of-way to Colonial Pipeline Co. in Book 308 at Page 610.
10. Right-of-way to State Highway Commission in Book 328 at Page 583 (for SR 2354 - Quakenbush Road).
11. Easements to Randolph Electric Membership Corp. in Book 428 at Page 882 and Book 1639/840.
12. Deferred Alamance County ad valorem property taxes for 2001-2002.
13. Agreement to Locate Boundaries in Book 907 at Page 411 establishes the southern boundary of the subject property (but same does not affect the conservation easement area to be acquired by the State).

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EXHIBIT "B" continued

14. 2003 Alamance County ad valorem property taxes are/will be a lien on the subject property as of 1-1-03.
15. OUT conveyance in Book 1585 at Page 203 grants an access and utility easement in favor of the owner of Tax Lot 73 over a 50-foot private road which crosses the subject property and leads to SR 2354 (Quakenbush Road). However, said access easement does not appear to affect the conservation easement area to be acquired by the State.

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