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KATHY YOUNG
Register Of Deeds

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STOKES COUNTY NC 01/07/2004
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STATE OF NORTH CAROLINA
Real Estate Excise Tax

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STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

STOKES COUNTY
SPO File Number 085-U
Prepared by and return to:
Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS CONSERVATION EASEMENT DEED, made this 30th day of December, 2003, by and between Mark Vaughn Walters and wife, Mary M. St. John, Grantor, whose mailing address is 1120 Krishna Road, Sandy Ridge, NC 27046 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. э 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 Snow Creek Township, Stokes County, North Carolina (the "Protected Property"), and being more particularly described as that certain parcel of land containing 8.545 acres (less 1.887 acres conveyed in Deed Book 383 at Page 1508 dated August 9, 1995) and being conveyed to the Grantor by deed recorded in **Deed Book 361 at Page 1931 and re-recorded in Deed Book 361 at Page 2263** of the Stokes County Registry, North Carolina; 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 hereafter as the Easement Area, for the benefit of the people of North Carolina, and containing 0.20 acres, more or less, being the same easement shown on a survey prepared by Murphy & Sacks Surveyors (Greensboro, NC) dated 20 May, 2003, entitled "Conservation Easement Dedication Exhibit along Snow Creek, Property of Mark Vaughn Walters and Mary M. St. John, DB 361 at Page 2263." (Drawing File SNOWCRKD.dwg) Said tract being more particularly described in Exhibit A attached and incorporated hereinto:

See 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, 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, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. The Grantor reserves the right to pump or otherwise divert water from the stream for uses related to agricultural or livestock production.

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

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.

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. э 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,

Mark Vaughn Walters (SEAL)
MARK VAUGHN WALTERS

NORMA K. WEBB
1389 MOIR FARM ROAD
LAWSONVILLE NC 27022
NOTARY PUBLIC, STOKES COUNTY
MY COMMISSION EXPIRES 4-20-08

Mary M. St John (SEAL)
MARY M. ST. JOHN

NORMA K. WEBB
1389 MOIR FARM ROAD
LAWSONVILLE NC 27022
NOTARY PUBLIC, STOKES COUNTY
MY COMMISSION EXPIRES 4-20-08

NORTH CAROLINA

COUNTY OF STOKES

I, Norma K. Webb, a Notary Public in and for the County and State aforesaid, do hereby certify that MARK VAUGHN WALTERS and wife, MARY M. ST. JOHN, 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 30th

day of December, 2003.

Norma K. Webb
Notary Public

My commission expires:

4-20-08

North Carolina, Stokes County
The foregoing certificate(s) Norma K. Webb a Notary (or Notaries) Public of the government units designated is (are) certified to be correct.
KATHY YOUNG, Register of Deeds
By Karen B. Hardy
Asst.

Exhibit A

LEGAL DESCRIPTION

Lying and being located in Snow Creek Township, Stokes County, North Carolina, being an easement for the conservation of Snow Creek and associated tributaries lying within the boundaries of property owned, now or formerly by Mark Vaughn Walters and wife, Mary M. St. John as described in Deed Book 361 Page 2263, Stokes County Registry, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod found in the southerly line of property owned, now or formerly, by Bobby Wayne Shelton and wife, Carolyn W. Shelton as described in Deed Book 240 Page 449 of said Stokes County Registry, being also the southwestern corner with property owned, now or formerly, by Rodson Tewksbury and wife, Carol A. Tewksbury as described in Deed Book 374 Page 1611 of said Stokes County Registry, said iron rod having North Carolina Grid Coordinates (NAD 1983) of y = 301,135.855 meters North and x = 507,080.461 meters East, said iron lying North 40 deg 57' 14" East a grid distance of 371.752 meters from an iron rebar know as "M&S Control Point #101"set in a cow pasture owned, now or formerly by Michael A. Rothstein as described in Deed Book 461 Page 468 of said Stokes County Registry and having North Carolina Grid Coordinates (NAD 1983) of y = 300,855.094 meters North and x = 506,836.795 meters East, said "M&S Control Point #101" lying North 73 deg 45' 55" East a grid distance of 2721.659 meters from NCGS Monument "Oakley", said monument having North Carolina Grid Coordinates (NAD 1983) of y = 300,094.192 meters North and x = 504,223.664 meters East and a combined scale and ellipsoid factor of 1.000046931; thence from said point of COMMENCEMENT with the southerly line of Shelton as described in Deed Book 240 Page 449 of said Stokes County Registry South 59 deg 29' 34" West a distance of 787.57 feet to an iron pipe set at the northernmost corner of the conservation easement herein described, the POINT OF BEGINNING; thence from said point of BEGINNING with a new line, the easterly line of the conservation easement herein described, South 10 deg 50' 20" East a distance of 209.77 feet to a computed point lying at the centerline of Snow Creek; thence with the centerline of Snow Creek the following two (2) courses and distances: 1) North 53 deg 15' 08" West a distance of 22.19 feet to a computed point; and 2) North 31 deg 16' 17" West a distance of 177.08 feet to a computed point in the southerly line of the aforementioned Shelton property, thence with the said southerly line of Shelton North 59 deg 29' 34" East a distance of 81.54 feet (passing an iron pipe found at a distance of 40.00 feet) to the POINT AND PLACE OF BEGINNING, containing 0.20 acres, more or less, being the same easement shown on a survey prepared by Murphy & Sacks Surveyors (Greensboro, NC) dated 20 May, 2003, titled "Conservation Easement Dedication Exhibit along Snow Creek, property of Mark Vaughn Walters & Mary M. St. John, DB 361 PG 2263." (Drawing File SNOWCRKF.dwg)

RECORD OF POOR QUALITY
DUE TO CONDITION
OF ORIGINAL DOCUMENT
G.S. 161-148

EXCEPTIONS:

1. Deed of trust dated December 14, 1994, from Mark Walters and wife Mary M. St. John to William F. Marshall, Jr., Trustee for Gary Williams, and recorded in Book 378, Page 980, on December 14, 1994.

On August 9, 1995, the 1.887 acres of land (part of the 8.545 acre tract owned by the Walters) which secured the loan to Gary Williams was conveyed to Michael A. Rothstein and wife Rebecca O. Rothstein and there is a notation that this conveyance is made in full satisfaction of that Deed of Trust recorded in Book 378, Page 980, Stokes County Registry.

This is not a valid cancellation of the above deed of trust.

Pd 2. 2002 Stokes County taxes in the amount of $847.55.

3. Restrictive covenants recorded in Book 361, Page 1919, Stokes County Registry.

4. Declaration of Restrictions and Provision for Private Road dated November 6, 1992, and recorded in Book 361, Page 1925, Stokes County Registry.

5. Road maintenance agreement dated May 1, 1997, and recorded in Book 400, Page 1341, Stokes County Registry.

6. Easement to Davidson Electric Membership Corporation dated March 2, 1990, and recorded in Book 348, Page 2117, Stokes County Registry.

7. Subject to any discrepancies that would be revealed by a survey of the property.

EXHIBIT B