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KATHY YOUNG
Register Of Deeds

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STOKES COUNTY NC 01/07/2004
$22.00

STATE OF NORTH CAROLINA Real Estate Excise Tax

$22.00

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

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

THIS CONSERVATION EASEMENT DEED, made this 6th day of ~~December~~ January, 2004, by and between Temple of the Holy Name, a North Carolina Non-Profit Corporation, Grantor, whose mailing address is P.O. Box 108, 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. э 143-214.8 et seq., the State of North Carolina has established the Wetlands Restoration Program (as defined in N.C. Gen Stat. э 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

K.K.B.

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 21.799 acres and being conveyed to the Grantor by deed recorded in **Deed Book 376 at Page 1884** 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 3.88 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 the Temple of the Holy Name, DB 376 at Page 1884." (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:

L.K.B.

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:

The Grantor expressly reserves the right to construct a pedestrian bridge of a design to be determined spanning Snow Creek within the Easement Area exclusive of the below recitals.

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 other 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.K.B.

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.

K.K.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,

Michael A. Rothstein
President of Temple of the Holy Name

R. K. Burnside
Vice-President of Temple of the Holy Name

Corporate Seal

Fed ID #56-1858067 for Temple of the Holy Name

STATE OF NORTH CAROLINA

COUNTY OF ~~December~~ Rockingham

I, Wanda S She Hon, a Notary Public for said County and State, certify that Michael A Rothstein + R.K. Burnside personally came before me this day and acknowledged that ~~he~~ they is are Pres. + Vice Pres. of Temple of the Holy Name, 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 _____, ~~sealed with its corporate seal~~, and attested by himself as its _____.

Witness my hand and official seal, this the 6 day of ~~December~~ January, ~~2003~~ 2004

WANDA S. SHELTON NOTARY PUBLIC ROCKINGHAM COUNTY, NC
(Notary Seal)

Wanda S Shelton
Notary Public

My Commission Expires:

2-2-2005

North Carolina, Stokes County
The foregoing certificate(s) Wanda S. Shelton a Notary (or Notaries) Public of the government units designated is (are) certified to be correct.
KATHY YOUNG, Register of Deeds
By Karen B. Hoodey
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 the Temple of the Holy Name as described in Deed Book 376 Page 1884, Stokes County Registry, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod found, a common corner with property owned, now or formerly, by Scott Wheeler Whitley as described in Deed Book 389 Page 2395 of said Stokes County Registry and property owned by John R. McLeod wife, Frances L. McLeod as described in Deed Book 439 Page 971 of said Stokes County Registry, said iron rod having North Carolina Grid Coordinates (NAD 1983) of y = 300,625.625 meters North and x = 507,232.965 meters East, said iron lying South 59 deg 55' 12" East a grid distance of 457.829 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 easterly line of Whitley as described in Deed Book 389 Page 2395 of said Stokes County Registry North 18 deg 37' 42" West a distance of 561.75 feet to an iron pipe set at the southwesterly corner of the conservation easement herein described, the POINT OF BEGINNING; thence from said point of BEGINNING continuing with the said easterly line of Whitley North 18 deg 37' 42" West a distance of 116.01 feet (passing through the center of a 32 inch poplar tree at a distance of 81.46 feet) to a computed point lying in the center of Snow Creek; thence with the centerline of Snow Creek the following sixteen (16) courses and distances: 1) North 53 deg 08' 30" East a distance of 55.84 feet to a computed point; 2) North 63 deg 57' 18" East a distance of 139.31 feet to a computed point; 3) North 77 deg 17' 37" East a distance of 74.83 feet to a computed point; 4) North 71 deg 04' 24" East a distance of 174.09 feet to a computed point; 5) South 78 deg 17' 25" East a distance of 58.67 feet to a computed point; 6) South 61 deg 40' 05" East a distance of 107.66 feet to a computed point; 7) South 53 deg 30' 00" East a distance of 66.06 feet to a computed point; 8) South 84 deg 40' 25" East a distance of 39.58 feet to a computed point; 9) North 59 deg 34' 18" East a distance of 111.90 feet to a computed point; 10) North 77 deg 48' 15" East a distance of 65.20 feet to a computed point; 11) South 72 deg 15' 52" East a distance of 33.14 feet to a computed point; 12) South 44 deg 51' 12" East a distance of 112.73 feet to a computed point; 13) South 70 deg 53' 46" East a distance of 58.08 feet to a computed point; 14) North 66 deg 57' 22" East a distance of 63.09 feet to a computed point; 15) North 54 deg 28' 35" East a distance of 72.45 feet to a computed point; and 16) North 26 deg 20' 28" East a distance of 56.52 feet to a computed point at the centerline of Snow Creek, thence leaving Snow Creek with a new line, the easterly and southerly line of the conservation easement herein described, the following six (6) courses and distances: 1) South 68 deg 01' 01" East a distance of 89.37 feet to an iron pipe set; 2) South 40 deg 33' 57" West a distance of 157.71 feet to an iron pipe set; 3) South 62 deg 31' 13" West a distance of 82.52 feet to an iron pipe set; 4) South 84 deg 19' 38" West a distance of 55.82 feet to an iron pipe set; 5) North 88 deg 56' 04" West a distance of 764.96 feet to an iron pipe set; and 6) South 68 deg 16' 52" West a distance of 183.24 feet to the POINT AND PLACE OF BEGINNING, containing 3.88 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 the Temple of the Holy Name, DB 376 PG 1884." (Drawing File SNOWCRKD.dwg)

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

Exceptions

1. Restrictive Covenants recorded in Book 361, Page 1919, Stokes County Registry.

2. Declaration of Restrictions and Provisions for Private Road dated November 6, 1992, and recorded in Book 361, Page 1925.

3. Road maintenance agreement dated May 1, 1977, and recorded in Book 400, Page 1341, Stokes County Registry.

4. Easement to Davidson Electric Membership Corporation recorded in Book 369, Page 2120, with attachment recorded in Book 369, Page 2121, Stokes County Registry.

5. Easement to Davidson Electric Membership Corporation recorded in Book 348, Page 2117.

6. Save and except 5 acres conveyed to Scott Wheeler Whitley recorded in Book 389, Page 395.

7. Save and except easement to Scott Whitley recorded in Book 439, Page 967, Stokes County Registry.

8. Save and except .740 acres and easement conveyed to John McLeod recorded in Book 439, Page 971, Stokes County Registry.

9. Save and except any discrepancies which would be revealed by a survey of the property.

EXHIBIT B