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STOKES COUNTY NC 02/17/2004
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STATE OF NORTH CAROLINA
Real Estate
Excise Tax

Book 0507 Page 1072

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STOKES COUNTY NC
02/17/2004 11:07 AM
KATHY YOUNG
Register Of Deeds

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STATE OF NORTH CAROLINA

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

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT DEED, made this 12th day of ~~December~~ JANUARY 2004, ~~2003~~, by and between Adrian Scott and wife, Rebecca Scott, Grantor, whose mailing address is P.O. Box 1702, Alachua, Florida 33616 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. ɜ 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 40.00 acres and being conveyed to the Grantor by deed recorded in **Deed Book 363 at Page 1879 and Deed Book 473 at Page 433** 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 1.90 acres, more or less, being the same easement shown on a survey prepared by Murphy & Sacks Surveyors (Greensboro, NC) dated 29 May, 2003, entitled "Conservation Easement Dedication Exhibit along Snow Creek, Property of the Adrian Scott and Rebecca Scott, DB 363 at Page 1879 and Deed Book 473 at Page 433." (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,

ADRIAN SCOTT.

_____ (SEAL)
ADRIAN SCOTT

_____ (SEAL)
REBECCA SCOTT
Rebecca Scott

Florida
~~NORTH CAROLINA~~

COUNTY OF ~~STOKES~~ ALACHUA

I, MARILYN VANOVER, a Notary Public in and for the County and State aforesaid, do hereby certify that ADRIAN SCOTT and wife REBECCA SCOTT, 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 12 day of ~~December~~ JANUARY, ~~2003.~~ 2004

Marilyn Vanover
Notary Public

My commission expires:

3-5-2006

MARILYN VANOVER
MY COMMISSION # DD 097189
EXPIRES: March 5, 2006
Bonded Thru Notary Public Underwriters

North Carolina, Stokes County
The foregoing certificate(s) Marilyn Vanover a Notary (or Notaries) Public of the government units designated is (are) certified to be correct.
KATHY YOUNG, Register of Deeds
By _____ Deputy

LEGAL DESCRIPTION

EXHIBIT A

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 Adrian Scott and wife, Rebecca Scott as described in Deed Book 363 Page 1879 and Deed Book 473 Page 433, Stokes County Registry, and being more particularly described as follows:

COMMENCING at a magnetic nail set within the right-of-way of Moir Farm Road [State Road #1652], a corner of property owned, now or formerly, by Michael A. Rothstein as described in Deed Book 461 Page 468 of said Stokes County Registry, and property owned, now or formerly, by Norman Thomas Scott and wife, Donna Goins Scott as described in Deed Book 327 Page 1976 of said Stokes County Registry, said magnetic nail having North Carolina Grid Coordinates (NAD 1983) of y = 300,530.917 meters North and x = 506,737.481 meters East, said nail lying South 17 deg 01' 58" West a grid distance of 339.049 meters from an iron rebar know as "M&S Control Point #101"set in a cow pasture owned, now or formerly by said Michael A. Rothstein 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 westerly line of Rothstein South 46 deg 01' 13" East a distance of 198.00 feet to an iron pipe set; thence with said westerly line of Rothstein South 07 deg 46' 13" East 27.98 feet to a 5/8" iron rod found in or near a branch, the POINT OF BEGINNING; thence from said point of BEGINNING with the centerline of said branch, the southerly line of said Rothstein property, the following fourteen (14) courses and distances: 1) North 45 deg 11' 26" East a distance of 163.47 feet to a point; 2) North 17 deg 00' 42" East a distance of 92.17 feet to a point; 3) North 35 deg 53' 47" East a distance of 198.88 feet to a point; 4) South 59 deg 46' 18" East a distance of 47.93 feet to a point; 5) North 49 deg 22' 48" East a distance of 323.23 feet to a point; 6) North 74 deg 49' 26" East a distance of 57.54 feet to a point; 7) North 24 deg 07' 23" East a distance of 61.22 feet to a point; 8) North 59 deg 51' 02" East a distance of 77.75 feet to a point; 9) North 18 deg 15' 11" East a distance of 62.76 feet to a point; 10) South 65 deg 38' 41" East a distance of 53.38 feet to a point; 11) North 46 deg 19' 44" East a distance of 103.72 feet to a point; 12) South 87 deg 48' 29" West a distance of 94.52 feet to a point; 13) North 26 deg 38' 51" West a distance of 42.90 feet to a point; and 14) North 11 deg 59' 42" West a distance of 33.64 feet to a point lying within the bounds of Snow Creek; thence a line within the bounds of Snow Creek North 52 deg 14' 24" East a distance of 236.83 feet to a point lying within the bounds of Snow Creek, said point lying in the westerly line of property owned, now or formerly, by Scott Wheeler Whitley and wife, Sunita Whitley as described in Deed Book 389 Page 2395 of said Stokes County Registry; thence with said westerly line of Whitley South 27 deg 30' 23" East a distance of 123.30 feet to an iron pipe set, the southeasterly corner of the conservation easement herein described; thence a new line, the southerly line of the conservation easement herein described, the following six (6) courses and distances: 1) South 43 deg 54' 06" West a distance of 399.89 feet to an iron pipe set; 2) South 54 deg 49' 35" West a distance of 251.12 feet to an iron pipe set; 3) South 48 deg 03' 22" West a distance of 205.85 feet to an iron pipe set; 4) South 84 deg 25' 03" West a distance of 60.04 feet to an iron pipe set; 5) South 28 deg 00' 39" West a distance of 235.53 feet to an iron pipe set; and 6) South 44 deg 36' 15" West a distance of 208.91 feet to an iron pipe set in the easterly line of Norman Thomas Scott as described in Deed Book 327 Page 1976, said Stokes County Registry; thence with the easterly line of Norman Scott North 07 deg 46' 13" West a distance of 60.17 feet to the POINT AND PLACE OF BEGINNING, containing 1.90 acres, more or less, being the same easement shown on a survey prepared by Murphy & Sacks Surveyors (Greensboro, NC)

dated 29 May, 2003, titled "Conservation Easement Dedication Exhibit along Snow Creek, property of Adrian Scott & Rebecca Scott, DB 363 PG 1879 & DB 437 PG 433." (Drawing File SNOWCRKG.dwg)

EXCEPTIONS:

1. 2002 Stokes County taxes in the amount of $2,037.68. Pd.

2. Restrictive covenants recorded in Book 361, Page 1919.

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

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

5. Easement to Energy United EMC recorded in Book 460, Page 986.

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

7. Easement to Davidson Electric Membership Corporation recorded in Book 369, Page 2124.

8. Deed of trust dated March 21, 2003, from Adrian Scott and Rebecca Scott to PRLAP. INC, Trustee for Bank of America, N.A., in the original amount of $198,640.00, and recorded in Book 485, Page 1584, of the Stokes County Registry.