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Prepared by N.C. Atty General's office
Revenue $57.00

BC 2356 PAGE 837

RUTH ROCKIE

2002 APR 19 AM 10 36

REGISTER OF DEEDS
CATAWBA CO., N.C.

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

CATAWBA COUNTY

013499

THIS CONSERVATION EASEMENT DEED, made this 19 day of APRIL, 2002, by and between CHARLES NEIL WIKE and wife, CELIA JEAN TUCKER, Grantor, and the State of North Carolina, Grantee, whose mailing address is State of North Carolina State Property Office, 116 West Jones Street, Raleigh, NC 27603-8003. 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 Catawba Township, Catawba County, North Carolina (the "Protected Property"), and being more particularly described as that certain parcel of land known as the Wike Farm and being conveyed to the Grantor by deed recorded in **Deed Book 1959 at Page 1219** of the Catawba 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 being all of the tract of land being more particularly described as follows:

12.42 acres of land located in Catawba Township, Catawba County, North Carolina, being a portion of a tracts now or formerly own by Charles Neil Wike, as recorded in Deed Book 1959 Page 1211, Deed Book 1959 Page 1219, Catawba County Registry, referred as Tax Parcel Numbers 3772-14-44-8953, 3772-02-55-5963, 3772-02-66-4336 by the Catawba Tax Office and more particularly described as follows:

Beginning at Iron pin found the southwest corner of a tract now or formerly own by Ronald T. Brown and wife Donna B. Brown tract found in Deed Book 1344 Page 871, Catawba County Registry, referred as Tax Parcel Numbers 3772-15-54-6513 by the Catawba Tax Office.

Catawba County
NORTH CAROLINA 4/19/02
date
Real Estate Excise Tax RM $ 57.00

THENCE, North 04 degrees 41 minutes 28 seconds East for 533.66 feet to a iron pin found the northwest corner of aforementioned Brown tract and the southwestern corner of Charles Wike tract found in Deed Book 1959 Page 1211, Catawba County Registry, referred as Tax Parcel Numbers 3772-14-44-8953 by the Catawba Tax Office to the POINT OF BEGINNING; THENCE, Northerly with the new easement lines the following five (5) courses: North 04 degrees 41 minutes 47 seconds East for 45.76 feet to an Iron pin set a new corner; North 85 degrees 18 minutes 44 seconds West for 77.20 feet to an Iron pin set a new corner; North 03 degrees 49 minutes 43 seconds East for 859.51 feet to an Iron pin set a new corner; North 23 degrees 30 minutes 35 seconds East for 338.87 feet to an Iron pin set a new corner; North 33 degrees 55 minutes 36 seconds East for 208.80 feet to a Iron pin set at the southeastern corner of a tract now or formerly own by Emmett Wike and the corner of Charles Wike tract found in Deed Book 1959 Page 1219, Catawba County Registry, referred as Tax Parcel Numbers 3772-02-55-5963 by the Catawba Tax Office; THENCE, northerly with the common property line of aforementioned tracts North 07 degrees 48 minutes 03 seconds East for 217.66 feet to a Iron pin set the southwestern corner of a tract now or formerly own by Hazel L. Hull tract found in Deed Book 521 Page 441, Catawba County Registry, referred as Tax Parcel Numbers 3772-02-56-7534 by the Catawba Tax Office in the Emmett Wike property line and the western corner of Charles Wike tract found in Deed Book 1959 Page 1219, Catawba County Registry, referred as Tax Parcel Numbers 3772-02-66-4336 by the Catawba Tax Office; THENCE, with the southerly lines of said Hull tract and a tract now or formerly owned by Mary Lee H. Guest and Edna Franklin H. Miller tract found in Deed Book 1964 Page 727, Catawba County Registry, referred as Tax Parcel Numbers 3772-02-56-9661 by the Catawba Tax Office South 86 degrees 50 minutes 47 seconds East for 164.22 feet to a Iron pin set a new corner in the common line with aforementioned Guest and Miller tracts and Wike tracts; THENCE, Southerly with the new easement lines the following six (6) courses: South 01 degrees 07 minutes 01 seconds East for 262.84 feet to an iron pin set; South 15 degrees 08 minutes 54 seconds West for 451.01 feet to an iron pin set a new corner; South 12 degrees 33 minutes 30 seconds West for 443.31 feet to an Iron pin set a new corner; South 03 degrees 45 minutes 38 seconds West for 313.72 feet to an Iron pin set a new corner; North 61 degrees 21 minutes 46 seconds East for 334.97 feet to an Iron pin set a new corner; North 72 degrees 50 minutes 17 seconds East for 188.64 feet to an Iron pin set the southern most corner of a tract now or formerly owned by of Charles Wike tract found in Deed Book 1959 Page 1209, Catawba County Registry, referred as Tax Parcel Numbers 3772-02-65-0545 by the Catawba Tax Office and in the western most corner of a tract now or formerly owned by of Joseph Lawrence Hewitt and Mattie Lee Wimbush Heirs tract found in Deed Book 511 Page 264, Catawba County Registry, referred as Tax Parcel Numbers 3772-02-65-9739 by the Catawba Tax Office; THENCE, with the common property line of aforementioned Hewitt and Wimbuush Heirs and Wike tracts South 23 degrees 47 minutes 04 seconds East for 147.97 feet to a Iron pin set the southern most corner of said Hewitt and Wimbush Heirs tract, to the common line of a tract now or formerly owned by Mark R. Huffman and wife Sharon A. Huffman found in Deed Book 1356 Page 461, Catawba County Registry, referred as Tax Parcel Numbers 3772-15-64-3837 by the Catawba Tax Office; THENCE, with said common line with said Huffman tract South 59 degrees 33 minutes 14 seconds West for 555.25 feet to a concrete monument found the northwest corner of said Huffman tract; THENCE, with the common property lines of said Wike tract and a tract now or formerly own by Ronald T. Brown and wife Donna B. Brown tract found in Deed Book 1344 Page 871, Catawba County Registry, referred as Tax Parcel Numbers 3772-15-54-6513 by the Catawba Tax Office the following two (2) courses; South 59 degrees 50 minutes 03 seconds West for 10.59 feet to an Iron pin found; North 78 degrees 35 minutes 07 seconds West for 250.77 feet to the POINT OF BEGINNING, containing 12.42 acres {541,007 square feet} of land; subject to any/all rights-of ways, easements and any/all other encumbrances, recorded or unrecorded; subject property being the same as shown on a plat of survey prepared by W.K. Dickson & Co. Inc., Project Number 10508.50.HI, dated October 31, 2001.

Bearings are relative to Deed Book 1959 Page 1219

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 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,

Charles Neil Wike (SEAL)
Charles Neil Wike

Celia Jean Tucker (SEAL)
Celia Jean Tucker

NORTH CAROLINA

COUNTY OF CATAWBA

I, Peggy B Hallman, a Notary Public in and for the County and State aforesaid, do hereby certify that CHARLES NEIL WIKE and wife, CELIA JEAN TUCKER, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITHNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 19 day of April, 2002.

Peggy B Hallman
Notary Public

My Commission Expires:
01-18-06

PEGGY B. HALLMAN NOTARY *** PUBLIC CATAWBA COUNTY, N.C.

NORTH CAROLINA CATAWBA COUNTY
The foregoing certificate of Peggy B. Hallman, Notary Public is certified to be correct. Filed this 19th day of April, 2002 at 10:36 A.M. and recorded in Book 2356 at Page 837.

Ruth Mackie
Ruth Mackie, Register of Deeds
rsm