UNCERTIFIED

10/21/1999
$17.00 19

Brunswick County--Register of Deeds
Robert J. Robinson
Inst #28355 Book 1337 Page 888
10/21/1999 03:27pm Rec# 27149

STATE OF NORTH CAROLINA Real Estate Excise Tax

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

DEED OF EASEMENT

THIS DEED OF EASEMENT, made and entered into this the 21st day of October, 1999, by and between EZRA G. DALE and wife, ELEANOR H. DALE and D & H INVESTORS, INC. (formerly Maintenance, Incorporated), (hereinafter collectively called parties of the first part); to ECOSYSTEMS LAND MITIGATION BANK CORPORATION, whose address is 1555 Howell Branch Road, Winter Park, FL 32789, hereinafter called party of the second part;

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations paid to the parties of the first part by the party of the second part, the receipt of which hereby is acknowledged, the parties of the first part have bargained and sold and by these presents do bargain, sell and convey to the party of the second part, said party's successors and assigns, the following easement, to wit:

> A perpetual, exclusive easement for the purposes hereinafter set forth over the property described by Attachment A attached hereto and incorporated herein by reference. The easement is hereinafter called the "Easement." The property over which said Easement is granted is hereinafter called the "Property."

A. The Easement is conveyed together with and subject to the following terms and provisions:

> (1) The Easement herein granted shall be perpetual and exclusive upon the Property and shall benefit the party of the second part and its successors and assigns in the ownership of any property or other easement owned by the party of the second part as of the date this instrument is recorded or acquired by the party of the second part after the date this instrument is

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Paula White
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recorded and located either in the watershed of the Cape Fear River or the North East Cape Fear River in New Hanover, Bladen or Brunswick Counties, North Carolina. Specifically, the benefit of this Easement runs to the property described by the deeds recorded in Book 1318, Page 1424, Book 1328, Page 4 and Book 1328, Page 11 in the office of the Register of Deeds of Brunswick County and Book 2636, Page 773 and Book 2636, Page 780 in the office of the Register of Deeds of New Hanover County. Said Easement is assignable. The party of the second part and its successors and assigns, shall have the right, from time-to-time, to designate the property and easements benefitted by this Easement, and likewise, from time-to-time, to withdraw and terminate the benefit of this Easement as to particular property and easements. Said Easement shall be for the following purposes: retaining land or water areas predominantly in their natural, scenic or open condition; restoring previously altered land or water areas to their natural, scenic or open condition by altering, plugging and restoring ditches and drain ways; raising the water table; diverting water flow; maintaining, restoring, enhancing or creating wetlands; planting and removing vegetation; and altering the location of roads and trails for the purposes of creating and/or enhancing wetlands, all done pursuant to a mitigation plan approved by the United States Army Corps of Engineers or other applicable governmental authorities, as such mitigation plan is from time-to-time amended.

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(2) The Easement herein granted shall also be for the purposes of ingress, egress, regress, access and the installation and maintenance of utilities to alter the Property by digging, filling, cutting vegetation, planting vegetation, altering and diverting waterways, raising the water tables, constructing and removing weirs and drainage devices, removing roads, creating wetlands, enhancing wetlands, activities altering the soil, topography, flora or fauna upon the Property, increasing water flow, decreasing water flow, and, in general, doing and performing any and all acts deemed by the owner of the Easement, or its successors or assigns, in their sole discretion, to be necessary or desirable in order to accomplish and maintain the goals outlined in the mitigation plan herein identified as from time-to-time amended in order to create and/or enhance wetlands upon the aforesaid Property. The parties of the first part recognize that such activities may have an effect upon the retained lands of the parties of the first part and upon the Property and agree that the party of the second part, their successors and assigns, shall not be liable for any damages caused to the retained property of the parties of the first part or the Property caused by the activities permitted by this Easement.

(3) The Easement herein granted also shall be for the purposes of entering upon the Property at any and all times for the purposes of conducting and performing environmental tests, earthwork, planting activities, inspections and the like to ensure the compliance of

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the Easement with the mitigation plan.

(4) The Easement herein granted is assignable, in whole or in part, and the assignee of said Easement shall acquire and own each and every right, easement and benefit as set forth herein.

(5) The Easement herein granted by the parties of the first part to the party of the second part includes the provisions set forth in Attachment B attached hereto and incorporated herein by reference.

(6) The parties of the first part recognize that the purpose and intention of the party of the second part in acquiring this Easement is to comply with the contract between the party of the second part and the State of North Carolina to supply wetlands credits to the North Carolina Department of Transportation in connection with the construction of the Wilmington Bypass project. It is recognized and agreed that the party of the second part, upon the fulfillment of certain conditions, intends to assign this Easement to the State of North Carolina or as directed by the State of North Carolina. Accordingly, the parties agree that this document shall be interpreted as if the grant of the Easement and the benefit of the restrictions herein set forth were made by the parties of the first part directly to the State of North Carolina. The parties of the first part agree that the Easement granted by the parties of the first part to the party of the second part shall be deemed to include all terms requested by the State of North Carolina in order to

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meet the obligations of the party of the second part in connection with its contract with the State of North Carolina and, after the date hereof, the parties of the first part agree that they will provide to the party of the second part (or in the event of a request or demand by the party of the second part, to the State of North Carolina) such further documentation as is required by the State of North Carolina in order for the State of North Carolina to approve the mitigation plan of the party of the second part and to purchase from the party of the second part the mitigation credits desired by the State of North Carolina and for which the party of the second part is purchasing this Easement from the parties of the first part. If requested by the party of the second part, the parties of the first part will join in the execution of a document containing terms substantially identical to Attachment B granting the Easement to the State of North Carolina.

B. The parties of the first part hereby restrict the Property upon which the Easement is located as hereinafter is indicated. The benefit of such restrictive covenant shall run to the owner of the Easement. None of the following activities shall be conducted by the owner of the Property upon the Property upon which the Easement is located (although such activities may be conducted by the owner of the Easement). The activities prohibited to the owner of the Property are: construction or placing of buildings, roads (except as necessary to maintain the project), signs, billboards or other advertising, additional utility lines or other structures on or above the ground; dumping or placing of soil or other substances or material as landfill or dumping or placing of trash, waste or

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unsightly or offensive materials; burning; removal or destruction of trees, shrubs or other vegetation; excavation, dredging or removing of loam, peat, gravel, soil, rock or other mineral substances in such manner as to affect the surface; activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation; or other acts detrimental to such retention of land or water areas; industrial activity; residential use; commercial activity; construction of any building, facility, mobile home or other structure, signs, except interpretative signs identifying the conservation values of the Property, signs identifying the ownership of the Property and the ownership of the Easement and signs giving directions or prescribing rules and regulations for the use of the Property; dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery or other material on the Property; grading, filling, excavation, dredging, mining or drilling; removal of topsoil, sand, gravel, rock, peat, minerals or other materials; change in the topography of the Property; diking, draining, filling or removal of wetlands; pollution or discharge into waters, springs, seeps or wetlands, use of pesticides or biocides or disruption of natural drainage patterns; subdivision, partitioning or dividing; harvesting of trees for commercial forestry purposes; cutting, removal, grazing, burning, mowing, farming or destruction of any vegetation; building roads or paving, or otherwise improving existing roads. These restrictions are against the owner of the Property and may, in addition to other remedies, be enforced by injunctive relief. The parties agree that in the event of a violation of the restrictive covenant, the at law remedies of the owner of the Easement are inadequate and that damage occurring as a result of any such violations would be irreversible. The foregoing restrictions are enforceable against the owner of the Property by the owner of the Easement and the Easement owner's successors and assigns and shall be enforceable in the manner

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set forth in N.C. Gen. Stat. § 121-39 as from time-to-time amended. Notwithstanding any provision of said restrictive covenants, the owner of the Easement and its successors and assigns may do and perform any and all acts deemed by the owner of the Easement or its successors and assigns, in their sole discretion, necessary or desirable in order to accomplish and maintain the goals outlined in the mitigation plan as from time-to-time amended in order to create and/or enhance wetlands upon the aforesaid property. The parties agree that the benefit of the covenants set forth herein are assignable by the party of the second part in connection with the conveyance of the Easement.

C. The parties agree as follows:

(1) All notices by either party shall be sent registered or certified mail, return receipt requested to the addresses set forth below. Those addresses are:

The parties of the first part
Ezra G. Dale
Post Office Box 157
Leland, North Carolina 28451

The party of the second part
Ecosystems Land Mitigation Bank Corporation
1555 Howell Branch Road
Winter Park, Florida 32789

(2) In the event the parties of the first part convey the Property or any interest therein, the parties of the first part shall notify the owner of the Easement of the name and address of the new owner of the Property or any interest therein; and

(3) Upon any conveyance by the parties of the first part of the Property or any interest therein, the parties of the first part shall

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make such conveyance specifically subject to the provisions of this document.

D. To the extent that the party of the second part is allowed to maintain hunting privileges over the Property upon which the Easement is located under the terms and conditions of the mitigation plan between it and the State of North Carolina and all other applicable permits involving the Property and the Easement, the party of the second part agrees to allow Ezra G. Dale, his heirs and assigns, and a reasonable number of guests, the non-exclusive right to hunt upon the Property subject to reasonable rules and regulations imposed by the party of the second part. In such event, Ezra G. Dale and his heirs and assigns agree to indemnify and hold the party of the second part and its successors and assigns harmless against all liability, loss, damage, expense or claim arising out of any accident or injury occurring on the Property while Ezra G. Dale, his heirs, assigns or guests, are hunting thereon. It is provided, however, that Ezra G. Dale shall not assign his rights hereunder and Ezra G. Dale shall not operate a hunting company or club upon the Property without the prior written consent of the party of the second part, its successors or assigns.

E. This conveyance is made together with a non-exclusive, perpetual right-of-way and easement for ingress and egress over and upon the Easement described by instrument recorded in Book 296, Page 657 in the office of the Register of Deeds of Brunswick County.

F. The mitigation plan referenced herein is identified as follows: A compensatory mitigation plan for the Rowell Branch Tract prepared for the North Carolina Department of Transportation, June 1999.

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TO HAVE AND TO HOLD the aforesaid Easement, together with all privileges and appurtenances thereunto belonging, together with the restrictions hereinabove set forth to the party of the second part, said party's successors and assigns forever.

And the parties of the first part covenant that they own the Property upon which the foregoing Easement is located in fee, have the right to convey said Easement, that said Property is free and clear of all encumbrances and said parties agree to warrant and defend the title to said Easement against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the parties of the first part have caused this instrument to be signed and sealed in a manner so as to be binding, this the day and year first above written.

Ezra G. Dale (SEAL)
EZRA G. DALE

Eleanor H. Dale (SEAL)
ELEANOR H. DALE

D & H INVESTORS, INC.

By: Ezra G. Dale
President

ATTEST:

Eleanor H. Dale
Secretary

WARD AND SMITH, P.A. ATTORNEYS AT LAW

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STATE OF North Carolina
COUNTY OF Brunswick

I, Ruth S Barfield, a Notary Public in and for said County and State, do hereby certify that EZRA G. DALE and wife, ELEANOR H. DALE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 20th day of October, 1999.

Ruth S Barfield
Notary Public

My Commission Expires:

3/26/2000

OFFICIAL SEAL
RUTH S. BARFIELD
Notary Public - North Carolina
BRUNSWICK COUNTY
My Commission Expires

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

I, Ruth S Barfield, a Notary Public in and for said County and State, do hereby certify that on the 20th day of October, 1999, before me personally appeared Ezra H Dale with whom I am personally acquainted, who, being by me duly sworn, says that he is _____ President and that Eleanor H Dale is _____ Secretary of D & H INVESTORS, INC., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said _____ President; that the said _____ President and _____ Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 20th day of October, 1999.

Ruth S Barfield
Notary Public

My Commission Expires:

3/26/2000

OFFICIAL SEAL
RUTH S. BARFIELD
Notary Public - North Carolina
BRUNSWICK COUNTY
My Commission Expires

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Inst # 28355 Book 1337Page: 898

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The foregoing certificate of

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of RUTH S BARFIELD

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 21st Day of October, 1999
in the Book and Page shown on the First Page hereof.

Robert J. Robinson / Fred

ROBERT J. ROBINSON, Register of Deeds

Register of Deeds

WARD AND SMITH P A ATTORNEYS AT LAW

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ATTACHMENT A

All that certain tract or parcel of land lying and being situate in Northwest Township, Brunswick County, North Carolina and being more particularly described as follows:

Beginning at a point which lies the following courses and distances from the centerline intersection of NCSR 1426 (Mt. Misery Road) and NCSR 1455 (Lincoln Road): With the centerline of NCSR 1426 North 10° 28' 50" East 218.94 feet to a nail in a "L" rod over a six foot culvert in the run of Rowell's Branch and then South 64° 54' 33" East 51.40 feet to the point of beginning. Thence from this point of beginning so located along the courses and distances depicted as lines L1 through L64 on Table A; thence the courses and distances depicted as lines L1 through L64 on Table B; thence the courses and distances depicted as lines L1 through L10 on Table C. Table A, Table B and Table C are attached hereto as Attachment Page 1 and Attachment Page 2, said tables being incorporated herein by reference for a description of said property.

A map of the aforesaid property and easement is recorded in Map Cabinet 22 Page 42, in the office of the Register of Deeds of Brunswick County, said map being incorporated herein by reference.

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ATTACHMENT A
Page 1

Traverse Table(s) for 18.47 Acre tract, starting at the Beginning Corner is continuous and consecutive clockwise, tables are from left to right. Tables A, B, and C.

Table 'A'

LINE	BEARING	DISTANCE
L1	N79°12'14"E	74.12'
L2	N39°14'42"E	33.85'
L3	N16°13'32"E	109.55'
L4	N61°13'27"E	98.59'
L5	N64°05'55"E	120.63'
L6	N12°43'20"E	183.82'
L7	S13°49'22"E	86.90'
L8	N81°16'27"E	48.91'
L9	N49°38'07"E	58.66'
L10	S82°10'02"E	55.41'
L11	N49°25'02"E	78.46'
L12	S81°39'56"E	101.92'
L13	S85°56'03"E	45.54'
L14	S22°08'55"E	46.07'
L15	S44°10'01"E	61.17'
L16	S39°14'38"E	83.02'
L17	N14°09'10"E	66.87'
L18	N14°58'53"E	50.56'
L19	S72°14'57"E	21.59'
L20	S06°56'08"W	76.86'
L21	S14°02'53"W	51.88'
L22	S55°34'30"E	179.38'
L23	S45°22'30"E	75.87'
L24	S67°19'32"E	75.21'
L25	S66°58'52"E	80.26'
L26	S75°02'49"E	39.42'
L27	S76°44'34"E	73.01'
L28	N54°15'19"E	30.37'
L29	S44°45'27"E	55.04'
L30	S63°10'34"E	78.40'
L31	S56°50'47"E	98.16'
L32	S70°30'23"E	138.91'
L33	N43°18'02"E	65.75'
L34	S76°21'17"E	32.33'
L35	N45°58'37"E	70.16'
L36	S03°52'01"E	51.66'
L37	S54°19'53"E	61.13'
L38	S23°07'41"W	30.98'
L39	S55°24'42"W	49.62'
L40	S38°42'35"W	29.94'
L41	S48°57'46"E	85.87'
L42	S87°20'11"E	55.88'
L43	S83°53'38"E	69.55'
L44	N81°53'11"E	59.00'
L45	S07°07'42"E	78.22'
L46	S11°25'01"E	77.79'
L47	S00°08'07"W	97.77'
L48	S05°29'19"E	83.75'
L49	S22°23'42"E	112.53'
L50	N55°01'44"E	103.52'
L51	S69°33'31"E	36.20'
L52	S37°07'45"E	35.21'
L53	S11°29'24"W	47.59'
L54	S11°54'11"W	46.25'
L55	S12°34'28"E	88.05'
L56	S17°16'43"W	66.51'
L57	S04°33'46"W	82.79'
L58	N83°24'09"W	97.02'
L59	S10°57'57"W	43.00'
L60	S85°50'46"E	87.23'
L61	S19°50'27"E	28.82'
L62	S01°22'27"W	24.47'
L63	S31°35'34"W	42.31'
L64	S13°59'41"W	40.28'

go to top of Table 'B'

Table 'B'

LINE	BEARING	DISTANCE
L1	S03°44'26"W	31.60'
L2	S09°12'20"W	49.36'
L3	N77°57'10"E	11.29'
L4	S70°42'36"E	33.59'
L5	S48°36'23"E	39.05'
L6	S17°20'25"E	52.93'
L7	S28°15'54"E	35.69'
L8	S24°51'15"E	48.26'
[redacted]		--Not in Tract
L10	S36°16'27"W	59.58'
L11	N89°57'23"W	82.85'
L12	S89°09'31"W	74.04'
L13	S70°57'21"W	65.99'
L14	S88°22'08"W	27.28'
[redacted]		--Not in Tract
L16	N22°57'49"E	26.30'
L17	N29°50'03"E	27.18'
L18	N06°21'47"E	50.84'
L19	N06°57'25"E	41.80'
L20	S89°33'00"W	27.67'
L21	S77°38'47"W	22.83'
L22	N02°29'21"E	83.09'
L23	N08°25'41"E	41.20'
L24	N03°44'25"W	63.43'
L25	N04°39'43"W	67.95'
L26	N21°08'14"W	26.47'
L27	N23°05'54"E	34.17'
L28	N82°06'28"E	42.82'
L29	N05°51'34"E	57.02'
L30	S57°50'55"W	38.08'
L31	N05°06'05"E	50.57'
L32	N34°52'21"W	66.50'
L33	N46°50'49"W	83.97'
L34	N15°33'31"W	104.50'
L35	N09°59'46"W	48.06'
L36	N21°09'07"W	69.92'
L37	N39°22'42"W	117.04'
L38	N26°51'03"W	92.17'
L39	N52°20'51"W	49.61'
L40	N79°21'36"W	87.89'
L41	N89°48'10"W	72.34'
L42	N55°06'11"W	62.10'
L43	N67°40'22"W	33.02'
L44	N68°18'35"W	82.40'
L45	N18°13'04"W	37.59'
L46	N47°34'05"W	44.09'
L47	N56°47'10"W	55.79'
L48	N60°27'06"W	98.81'
L49	N15°37'46"W	56.59'
L50	N77°27'41"W	110.22'
L51	N51°22'15"W	54.94'
L52	N63°44'54"W	84.66'
L53	N52°25'07"W	121.08'
L54	N65°22'37"W	46.06'
L55	S07°11'43"W	95.93'
L56	S02°49'09"W	76.45'
L57	N74°19'48"W	65.21'
L58	N12°30'44"E	232.60'
L59	N14°19'30"W	46.33'
L60	N89°57'07"W	27.29'
L61	S78°53'35"W	45.77'
L62	N41°57'19"W	71.17'
L63	N85°14'12"W	38.12'
L64	N70°20'32"W	62.12'

go to top of Table 'C'

Tie Line: Starting at a PK Nail in the centerline intersection of SR 1426 Mt. Misery Road and SR 1455 Lincoln Road and [illegible] with the ℄ of SR 1426 Mt. Misery Road N 10°28'50" E 218.94' to a nail in L road over a 6' culvert in the run of Rowells Branch; [illegible] to the Beginning.

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Inst # 28355 Book 1337Page: 901

Table 'C'

LINE	BEARING	DISTANCE
L1	S81°59'45"W	66.49'
L2	S44°21'25"W	97.50'
L3	S59°39'09"W	37.65'
L4	N87°31'00"W	46.64'
L5	S72°39'18"W	175.81'
L6	S38°34'29"W	56.18'
L7	S51°42'59"E	33.65'
L8	S23°21'11"W	146.44'
L9	N47°55'43"W	57.67'
L10	N45°58'00"W	133.38'

ATTACHMENT B

Inst # 28355 Book 1337Page: 902

STATE OF NORTH CAROLINA

_____COUNTY **CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT DEED, made this____day of ____, 1999, by and between _____, Grantor, and the State of North Carolina, whose mailing address is North Carolina State Property Office, 116 West Jones Street, Raleigh, NC 27603-8003, Grantee. 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 (DENR) 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, wildlife habitat, and recreational opportunities; 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

RECORD OF BOOK QUALITY DUE TO CONDITION OF ORIGINAL DOCUMENT

UNCERTIFIED

WHEREAS, Grantor owns in fee simple certain real property situate, lying, and being in _____County, North Carolina (the "Protected Property"), hereinafter more particularly described;

WHEREAS, Grantor is willing to grant a Conservation Easement on the Protected Property, thereby restricting and limiting the use of the Protected Property on 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 the Protected Property for the benefit of the people of North Carolina, said Protected Property lying and being in _____Township, _____ County, North Carolina, and being more particularly described as follows:

LEGAL DESCRIPTION: (to be inserted)

The purposes of this Conservation Easement are to maintain, restore, enhance, and create a wetland and riparian resource on the Protected Property that contributes to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Protected Property in its natural condition, consistent with these purposes; and to prevent any use of the Protected Property 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

REPRODUCTION OF POOR QUALITY DUE TO CONDITION OF ORIGINAL DOCUMENT

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This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its personal representatives, heirs, successors, and assigns, lessees, agents and licensees.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Protected Property inconsistent with the purposes of this Conservation Easement is prohibited. The Protected Property shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement.

In addition to the foregoing, the following specific activities are prohibited, restricted, or reserved, as the case may be:

A. **Industrial Use.** Industrial activities are prohibited on the Protected Property.

B. **Residential Use.** Residential use of the Protected Property is prohibited.

C. **Commercial Use.** Commercial activities are prohibited on the Protected Property.

D. **Agricultural Use.** Agricultural use of the Protected Property is prohibited.

E. **New Construction.** There shall be no building, facility, mobile home, or other structure constructed or placed on the Protected Property.

F. **Signs.** No signs shall be permitted on the Protected Property except interpretive signs identifying the conservation values of the Protected Property, signs identifying the owner of the Protected Property, and the holder of the Conservation Easement, and signs giving directions or prescribing rules and regulations for the use of the Protected Property.

RECORD OF POOR QUALITY DUE TO CONDITION OF ORIGINAL DOCUMENT

UNCERTIFIED

G. **Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance or machinery, or other material on the Protected Property is prohibited.

H. **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; and no change in the topography of the land in any manner except as reasonably necessary for the purpose of combating erosion to maintain the wetland values.

I. **Water Quality and Drainage Patterns.** Diking, draining, filling, or removal of wetlands, pollution, or discharge into waters, springs, seeps, or wetlands, use of pesticide or biocides, and disruption of natural drainage patterns is prohibited.

J. **Subdivision.** Subdivision, partitioning, or dividing the Protected Property is prohibited.

K. **Commercial Forestry.** Harvesting of trees for commercial forestry purposes on the Protected Property is prohibited.

L. **Vegetative Cutting.** Cutting, removal, mowing, harming, or destruction of any vegetation on the Protected Property is prohibited, except as necessary to maintain the Property as a mitigation site over the designated five-year wetland monitoring period.

The Grantee shall have the right to enter the 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.

RECORD OF POOR QUALITY DUE TO CONDITION OF ORIGINAL DOCUMENT

UNCERTIFIED

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 if 512 N. Salisbury Street, P.O. Box 29535, Raleigh, NC 27626-9535.

III. ENFORCEMENT AND REMEDIES

A. In the event that Grantee determines that 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.

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 to 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.

RECORD OF POOR QUALITY DUE TO CONDITION OF ORIGINAL DOCUMENT

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 all uses of the Protected Property that are not expressly prohibited or restricted herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, Grantor expressly reserves to Grantor, and Grantor's invitees and licensees, the right of access to the Protected Property, and the right of quiet enjoyment of the Protected Property.

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

And Grantor covenants with Grantee, that Grantor is seized of the above described easements, rights, and privileges; that Grantee shall have quiet and peaceable possession, use and enjoyment of the above-described easement, rights and privileges, and that Grantor shall execute such further assurances thereof as may be required.

RECORD OF POOR QUALITY DUE TO CONDITION OF ORIGINAL DOCUMENT

UNCERTIFIED

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed in it name.

Grantor

RECORD OF POOR QUALITY DUE TO
CONDITION OF ORIGINAL DOCUMENT