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STATE OF NORTH CAROLINA

ROCKINGHAM COUNTY

CONSERVATION EASEMENT

After recording return to:
Wanda Hilliard, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File Number 079-AAI

THIS CONSERVATION EASEMENT DEED, made this 2nd day of August 2006, by and between, **Patricia P. Mitchell, James G. Mitchell and wife Pamela M. Mitchell and Bonnie M. Coleman and husband, Elwood Y. Coleman, Jr. 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, the Grantor own in fee simple certain real property situated, lying, and being in Williamsburg Township, Rockingham County NC (the "Protected Property"), and being more particularly described as that certain parcel of land recorded in Will of Nettie Barham Perkins 94 E 003 of the Rockingham County Registry; 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 Conservation Easement Area "B", for the benefit of the people of North Carolina, and being all of the tract of land as identified as a 10.006 acre area as shown on a plat of survey entitled "Conservation Easement Survey for NC Ecosystem Enhancement Program on the Property of Patricia P. Mitchell, James G. Mitchell and wife Pamela M. Mitchell and Bonnie M. Coleman and husband Elwood Y. Coleman, Jr ." dated 07/13/2006 and certified by C. E. Robertson, NC PLS Number L-1421, and **Recorded in Plat Book 59, Page 82 of the Rockingham County Registry. The tract being more particularly described in Exhibit A. See Attached**

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. Grantor reserves the right to mow and maintain inside easement along the fence line within a 10' wide area running along the entire length of the fence.
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, 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,

And thru her Attorney in Fact

Patricia P. Mitchell (SEAL) by James G. Mitchell (POA)
Patricia P. Mitchell by and through her Attorney in Fact, James G. Mitchell

(SEAL)
James G. Mitchell

Pamela M. Mitchell (SEAL
Pamela M. Mitchell, (Wife)

Bonnie M. Coleman (SEAL
Bonnie M. Coleman

Elwood Y. Coleman Jr. (SEAL
Elwood Y. Coleman, (Husband)
Jr.

NORTH CAROLINA

COUNTY OF ROCKINGHAM

I, SONIA L. TONEY, a Notary Public in and for the County and State aforesaid, do hereby certify that JAMES G. MITCHELL, BONNIE M. COLEMAN & ELWOOD Y. COLEMAN, JR 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 2nd day of August, 2006.

Sonia L. Toney
Notary Public

SONIA L. TONEY NOTARY PUBLIC ROCKINGHAM COUNTY, N.C.

My commission expires:
10-17-2009

STATE OF NORTH CAROLINA - Rockingham County

I, Sonia L. Toney, a Notary Public of said County and State do hereby certify that James G. Mitchell personally appeared before me this day, and being duly sworn, says that he/she executed the foregoing and annexed instruments for and in behalf of Patricia P. Mitchell and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Rockingham County and that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney; that the said James G. Mitchell acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Patricia P. Mitchell.

Witness my hand and official seal this the 2nd day of August, 2006.

Sonia L Toney

Notary Public

My Commission Expires: 10-17-2009

SONIA L. TONEY NOTARY PUBLIC ROCKINGHAM COUNTY, N. C.

State of North Carolina
Rockingham County

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

PAMELA M. MITCHELL

Date 8-2-06

Shelia S Daniels

Notary Public

(SEAL)

My Commission Expires: 11-09-07

SHELIA S. DANIELS NOTARY PUBLIC ROCKINGHAM COUNTY, N. C.

James G. Mitchell & Others Tract

Legal Description for Conservation Easement B:

Beginning at an iron stake, said iron stake having North Carolina Grid Northing of 923,518.9489263374 and Easting of 1,819,175.886380045, a common corner with Ronald Norman Perkins (see Deed Book 776 at Page 2494), James G. Mitchell & Others (see Deed Book 367 at Page 21) and Conservation Easement B; thence a new line with James G. Mitchell and Others (see Deed Book 367 at Page 21) by grid bearing and horizontal ground distance South 39 deg. 25 min. 08 sec. East 366.12 feet to an iron stake; thence continuing with said Mitchell & Others South 33 deg. 25 min. 58 sec. East 236.78 feet to an iron stake; thence a new line with James G. Mitchell & Others (see Deed Book 651 at Page 384) South 48 deg. 18 min. 45 sec. East 184.10 feet to an iron stake; thence continuing with said Mitchell & Others South 67 deg. 22 min. 45 sec. East 146.23 feet to an iron stake; South 21 deg. 36 min. 46 sec. East 231.78 feet to an iron stake; thence North 76 deg. 55 min. 36 sec. East 246.04 feet to an iron stake; thence North 65 deg. 14 min. 48 sec. East 208.31 feet to an iron stake in the western property line of James G. Mitchell & Pamela Mitchell (see Deed Book 748 at Page 740); thence continuing with James G. Mitchell's western property line South 31 deg. 00 min. 21 sec. East 199.32 feet to an iron; thence South 70 deg. 46 min. 14 sec. West 707.74 feet to an iron stake; thence South 57 deg. 11 min. 05 sec. West 54.80 feet to an iron stake in the northern right of way of Mizpah Church Road; thence with the right of way of said road South 70 deg. 43 min. 41 sec. West 29.51 feet to a point in center of Little Troublesome Creek, said creek also being the eastern property line of Neal Edward Hall (see Deed Book 892 at Page 2041); thence with the meanders of said creek the following courses North 34 deg. 25 min. 22 sec. West 20.40 feet, North 17 deg. 59 min. 08 sec. West 57.70 feet, North 35 deg. 03 min. 09 sec. West 231.21 feet, North 31 deg. 31 min. 23 sec. West 198.43 feet, North 23 deg. 48 min. 53 sec. West 87.72 feet, North 38 deg. 11 min. 30 sec. West 87.54 feet, North 32 deg. 30 min. 55 sec. West 180.06 feet, North 31 deg. 50 min. 59 sec. West 113.11 feet, North 15 deg. 26 min. 54 sec. West 44.62 feet, North 47 deg. 07 min. 12 sec. West 66.26 feet, North 14 deg. 46 min. 39 sec. East 26.29 feet, North 18 deg. 55 min. 29 sec. West 37.87 feet, North 30 deg. 04 min. 15 sec. West 34.49 feet, North 48 deg. 04 min. 07 sec. West 24.87 feet, North 60 deg. 07 min. 27 sec. West 73.51 feet, North 88 deg. 28 min. 39 sec. West 38.03 feet, North 53 deg. 04 min. 50 sec. West 51.33 feet to a point centerline creek at property line; thence leaving creek with the southern property line of Ronald Norman Perkins and Charles William Perkins (Deed Book 776 at Page 2494) South 87 deg. 12 min. 52 sec. East 155.04 feet to a cross on stone; thence continuing with said Perkins property line North 45 deg. 03 min. 07 sec. East 129.26 feet to the point of beginning and containing 10.006 Acres as shown on Plat of Survey for NC Ecosystem Enhancement Program on the Property of Mr. Neal Hall (SPO#079-AAG) and Mr. James G. Mitchell (SPO#079-AAI) by C. E. Robertson April 11, 2006, Revised June 23, 2006 and July 11, 2006 and recorded in Map Book 59 at Page 82.