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KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
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STATE OF NORTH CAROLINA

GUILFORD COUNTY
Prepared by and return to:
Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

CONSERVATION EASEMENT

HUNTER, HIGGINS
PICK UP

THIS CONSERVATION EASEMENT DEED, made this 21 day of October, 2003, by and between **PIEDMONT LAND CONSERVANCY**, a North Carolina nonprofit corporation ("Grantor"), 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 Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District, have entered into a Memorandum of Agreement duly executed by all parties on July 22, 2003. This MOU recognizes that the Ecosystem Enhancement Program, through the Wetlands Restoration Program, is to provide effective protection of the land and natural resources of the State by restoring, enhancing and preserving ecosystem functions; 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 Monroe Township, Guilford County, North Carolina (the "Protected Property"), and being more particularly described as that certain parcel of land being conveyed to the Grantor by deed recorded in **Deed Book** 5964 **at Page** 1337 of the Guilford 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 more particularly described as follows:

DESCRIPTION SET FORTH ON ATTACHED EXHIBIT A WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF.

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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 and access to the Easement Area for the purposes thereof.
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.

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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 construct and maintain nature trails, 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 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.

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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 has caused this instrument to be signed in its corporate name by its duly authorized officer, as of the day and year first above written.

PIEDMONT LAND CONSERVANCY, a
North Carolina nonprofit corporation

By: _____
President

STATE OF NORTH CAROLINA
COUNTY OF Guilford

I, Kathleen L. Key, a Notary Public of the County and State aforesaid, certify that C. Royce Hough personally came before me this day and acknowledged that he/she is _____President of Piedmont Land Conservancy, a North Carolina nonprofit corporation, and that he/she being authorized to do so, executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official stamp and seal, this the 21 day of Oct., 2003.

KATHLEEN L. KEY NOTARY PUBLIC GUILFORD COUNTY, NC

Kathleen L. Key
Notary Public

My Commission Expires:

4/5/06

EXHIBIT "A"

LEGAL DESCRIPTION

A certain tract or parcel of realty, lying and being in Monroe Township, Guilford County, North Carolina and Simpsonville Township, Rockingham County, North Carolina, being more fully described as follows:

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BEGINNING at a concrete monument found in the northerly line of property owned, now or formerly, by Vestal I. Bowman as described in Deed Book 3637 Page 854, and Deed Book 5043 Page 1481, both Guilford County Registry, said concrete monument lying S 10 deg 11' 35" W a distance of 160.36 feet from another concrete monument, a corner between Vestal I. Bowman and Haw River Estates, Section 3A, Lot 56 as shown in Plat Book 121 Page 115, said Guilford County Registry; thence, from said POINT OF BEGINNING, with the northerly line of Vestal I. Bowman and the northerly line of property owned, now or formerly, by Mae Bowman Duggins and husband, Roger R. Duggins as described in Deed Book 3636, Page 179, Deed Book 3637, Page 857, and Deed Book 3637, Page 861, all said Guilford County Registry, N 81 deg 32' 29" W a distance of 1586.88 feet to an iron pipe found in the easterly line of property owned, now or formerly, by Thaxton Richardson, Jr and wife, Ruth Elizabeth Richardson as described in Deed Book 1632, Page 515 and Deed Book 4373, Page 1949, said Guilford County Registry; thence with said easterly line of Richardson N 03 deg 41' 15" E a distance of 3118.48 feet to a computed point lying in the centerline of the Haw River (passing an iron pipe set at a distance of 2439.36 feet); thence with the centerline of the Haw river the following three (3) courses and distances: 1) N 77 deg 55' 58" E a distance of 396.32 feet to a computed point, 2) N 79 deg 07' 24" E a distance of 409.49 feet to a computed point, and 3) N 77 deg 29' 00" E a distance of 238.65 feet to a computed point, a corner with property owned, now or formerly by The Diocese of North Carolina of the Protestant Episcopal Church of the United States as described in Deed Book 1035, Page 1063, Rockingham County Registry; thence with the westerly line of The Diocese of North Carolina of the Protestant Episcopal Church of the United States S 02 deg 23' 49" W a distance of 819.62 feet to an iron pipe found (passing an iron pipe set at a distance of 475.10 feet), the northwesterly corner of Haw River Estates, Section 4 as recorded in Plat Book 40, Page 32, said Rockingham County Registry; thence with the westerly line of said Haw River Estates, Section 4 the following six (6) courses and distances; 1) S 09 deg 54' 37" E a distance of 177.42 feet to an iron pipe found (passing an iron pipe found at a distance of 157.37 feet), 2) S 74 deg 34' 35" W a distance of 205.00 feet to an iron pipe found, 3) S 64 deg 32' 50" W a distance of 211.61 feet to an iron pipe found, 4) S 20 deg 06' 27" W a distance of 349.43 feet to an iron pipe found, 5) S 04 deg 08' 16" E a distance of 347.20 feet to an iron pipe found, and 6) S 71 deg 17' 49" E a distance of 295.52 feet to an iron rebar found, the northwestern corner of Haw River Estates, Section 3 as recorded in Plat Book 114, Page 15, said Guilford County Registry and Plat Book 32, Page 6 said Rockingham County Registry; thence with the westerly line of said Haw River Estates, Section 3 the following three (3) courses and distances: 1) S 04 deg 21' 44" E a distance of 280.06 feet to an iron pipe found, 2) S 16 deg 34' 59" E a distance of 195.04 feet to an iron pipe found, and 3) S 38 deg 11' 29" E a distance of 214.67 feet to an iron pipe found in the northerly right-of-way line of Twin Streams Way (also known as Bluebird Drive); thence S 45 deg 07' 56" E a distance of 60.29 feet to an iron pipe

found in the southerly right-of-way of said Twin Streams Way, said iron pipe lying in the westerly line of property owned, now or formerly by Jimmy S. Xiang and Liang Q. Chen as described in Deed Book 5125, Page 1218, said Guilford County Registry; thence with the westerly and southerly lines of Xiang the following five (5) courses and distances: 1) with the arc of a circular curve to the left having a chord bearing of S 40 deg 50' 15" W and a chord distance of 31.74 feet, said curve having a radius of 256.79 feet, a delta angle of 07 deg 05' 14" and arc length of 31.76 feet to an iron pipe found, 2) S 38 deg 21' 08" W a distance of 54.88 feet to an iron pipe found, 3) with the arc of a circular curve to the left having a chord bearing of S 21 deg 27' 04" W and a chord distance of 116.31 feet, said curve having a radius of 200.00 feet, a delta angle of 33 deg 48' 29" and arc length of 118.01 feet to an iron pipe found, 4) S 04 deg 32' 49" W a distance of 367.29 feet to an iron pipe found, and 5) N 89 deg 21' 59" E a distance of 237.25 feet to an iron pipe found (passing an iron pipe found at a distance of 50.12 feet); thence with said westerly line of Xiang and the westerly line of said Lot 56, Haw River Estates, Section 3A, S 33 deg 45' 47" E a distance of 380.84 feet (passing an iron pipe found at a distance of 124.31 feet) to a computed point in the westerly line of said Vestal I. Bowman property, said point being referenced by an iron pipe lying S 33 deg 45' 47" E a distance of 0.16 feet from said computed point; thence with said westerly line of Bowman S 10 deg 11' 35" W a distance of 117.99 feet to the POINT AND PLACE OF BEGINNING, containing 75.82 acres more or less, being the remainder tract of that property conveyed from Robert L. Phillips and wife, Linda Phillips to Robert Lewis Phillips, Jr and Eric McKee Phillips in Deed Book 3623, Page 66, said Guilford County Registry and Deed Book 802, Page 2267, said Rockingham County Registry.

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KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* *

State of North Carolina, County of Guilford

The foregoing certificate of Kathleen L. Key

A Notary (Notaries) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: Peggy H. Boone
Deputy - Assistant Register of Deeds

* *

This certification sheet is a vital part of your recorded document.
Please retain with original document and submit when re-recording.

GC - 1046 (Rev. 3/03)