06313

FILED FOR REGISTRATION
JULY 19, 2004 4:31 P.M.
DATE TIME
AND RECORDED IN BOOK 561 PAGE 933
M. BRENT SHOAF, REGISTER OF DEEDS
DAVIE COUNTY, NC
BY Doris C Williams
ASST.

STATE OF NORTH CAROLINA

DAVIE COUNTY

CONSERVATION EASEMENT

SPO File No. 30-D
Prepared by Henry P. Van Hoy, II
Return to: Marion Patrick, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS CONSERVATION EASEMENT DEED, made this 19 day of July, 2004, by Mary Apperson Davis, Trustee of the Mary Apperson Davis Revocable Trust, U/A August 23, 1996 and Arthur David Davis, Jr., Trustee of the Arthur David Davis, Jr. Revocable Trust, U/A August 23, 1996, ("**Grantor**") whose mailing address is 310 Point Road, Mocksville, North Carolina, 27028, to The LandTrust for Central North Carolina, ("**Grantee**"), whose mailing address PO Box 4284, Salisbury, NC 28145-4284. 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 Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving 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 Grantee is a "qualified conservation organization," as defined by the Internal Revenue Code, as evidenced by its IRS determination letter dated April 14, 2000, and, as approved by vote of its Board of Directors, accepts the responsibility of enforcing the terms of this Conservation Easement and upholding its conservation purposes forever; and

WHEREAS, the Ecosystem Enhancement 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 entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water 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 was 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 Ecosystem Enhancement 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 Jerusalem Township, Davie County, North Carolina (the "**Protected Property**"), and being more particularly described in the attached Exhibit A as Tract 1 containing 50.131 acres and Tract 2 containing 25.516 acres for a total of 75.647 acres, which Tracts are a portion of a larger parcel of land containing belonging to the Grantor and referred to as Tract III in a deed recorded in **Book 192, Page 731** of the Davie County Registry, North Carolina; and

WHEREAS, Grantor has designated the conservation easement granted hereby as relinquished property pursuant to a Section 1031 Reverse Like-Kind Exchange; and

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Protected Property, thereby restricting and limiting the use of the included areas of the Protected Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such easement. This Conservation Easement shall be for the protection and benefit of the waters of the Yadkin River, the South Yadkin River, and three of their tributaries.

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 described area 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 Tracts 1 and 2 as described in Exhibit A attached hereto.***

The purposes of this Conservation Easement are to maintain, restore, enhance, create and preserve wetland and/or riparian resources in the Easement Area that contribute 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. GRANTOR 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 *except the areas noted in the two surveys each entitled "Survey for Arthur David Davis, Jr. Trustee and Mary Apperson Davis, Trustee," certified by David A. Craver, dated May 7 and May 10, 2004, both revised June 28, 2004 as non-exclusive easements conveyed to Transco Gas Pipe Line in Deed Book 57 at Page 79 and noted by surveyor as maintained by Williams Company and as amended by instrument recorded in Book 561, Page 920 of the Davie County Registry and existing dirt cart paths providing access to portions of the property retained by the Grantor as shown on said surveys, which surveys are incorporated herein by reference.*

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 *except as noted above under Grantor reserved uses.*

B. Educational Uses. The Grantor reserves the right to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

C. **Vegetative Cutting.** Except as related to the removal of diseased or damaged trees and vegetation that obstructs, destabilizes or renders unsafe the Easement Area, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited *except as noted above under Grantor reserved uses.*

D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area.

E. Agricultural Use. All agricultural uses within the Easement Area including any use for cropland, waste lagoons, or pastureland are prohibited.

F. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area.

G. Roads and Trails. There shall be no construction of new roads, trails, walkways, or asphalt or concrete paving in the Easement Area.

H. 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, signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area.

I. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material in the Easement Area is prohibited.

J. 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.

K. 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, any activity by the Grantor diverting, causing, allowing or permitting the diversion of surface or underground water into, within or out of the Easement Area is not allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. Subdivision and Conveyance. Subdivision, partitioning, or dividing the Easement Area is prohibited. Unless agreed by the Grantee in writing, the Easement Area may be conveyed only as described herein and as a single block of property.

M. Development Rights. No development rights that 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.

N. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of non-native plans and/or animal species is prohibited.

III. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall,

except as provided below, notify the Grantor in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. Grantee, its employees and agents and its successors and assigns, have the right, with reasonable advance notice at a mutually agreeable time, to enter the Easement Area at reasonable times for the purpose of inspection to determine whether the Grantor, Grantor's representatives, or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

IV. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of N.C. Gen Stat. § 143-214.8 et seq., the Ecosystem Enhancement 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.

E. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

F. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

V. QUIET ENJOYMENT

Grantor reserves all remaining 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 Conservation Easement herein granted; that the same are free from encumbrances *except as follows: Gas Pipe Line Easement recorded in Book 57, Page 79; Amendment to Gas Pipe Line Easement recorded in Book 561, Page 920; Duke Power Easement recorded in Book 115, Page 540; Right to Flood up to 680 feet for High Rock Lake recorded in Book 75, Page 356, (all book and page numbers refer to instruments recorded in the Office of the Register of Deeds of Davie County, North Carolina),* 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.

_____ **(SEAL)**
Mary Apperson Davis, Trustee of the Mary Apperson Davis Revocable Living Trust, Dated August 23, 1996.

_____ **(SEAL)**
Arthur David Davis, Jr., Trustee of the Arthur David Davis, Jr. Revocable Living Trust, Dated August 23, 1996.

NORTH CAROLINA

COUNTY OF Davie

I, Dawn Yount Wyatt, a Notary Public in and for the County and State aforesaid, do hereby certify that Mary Apperson Davis, Trustee and Arthur David Davis, Jr., Trustee, 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 19th day of July, 2004.

Dawn Yount Wyatt
Notary Public

My commission expires:
4-15-09

OFFICIAL SEAL
Notary Public - North Carolina
DAVIE COUNTY
DAWN YOUNT WYATT
My Commission Expires _____

STATE OF NORTH CAROLINA, DAVIE COUNTY

The foregoing certificate of Dawn Yount Wyatt Notary Public of Davie County is certified to be correct. This instrument was presented for registration on July 19, 2004.

M. BRENT SHOAF REGISTER OF DEEDS

BY: Doris C Williams ASST.

EXHIBIT "A"

Tract #1

BEGINNING at a point in the western line of the within-described tract, said point being the Northwestern corner of Jimmy Lee Stephens (DB 181, page 137), the Old Carolina Aluminum Corner #1003G, and being in the eastern line of Thomasene D. Hauser et al (DB 150, page 405); thence from the **BEGINNING** North 7° 01' 50" West 364.00 feet to a point, the Northwest corner of the within-described tract, the Northeast corner of Hauser et al, and being in the Southern line of Yadkin, Inc., (DB 322, page 388 - parcel 3); thence North 81° 40' 10" East passing through an iron at 1528.84 feet and continuing for a total of 1553.84 feet to a point on the bank of the Yadkin River; thence South 52° 20' 35" East 170.84 feet to a point on the river bank; thence South 48° 09' 05" East 359.55 feet to a point; thence South 53° 55' 15" East 304.58 feet to a point; thence South 55° 07' 45" East 435.48 feet to a point; thence South 51° 10' 30" East 568.62 feet to a point; thence South 46° 49' 10" East 425.44 feet to a point; thence South 50° 48' 10" East 204.35 feet to a point; thence South 45° 12' 30" East 181.12 feet to a point; thence South 43° 02' 25" East 327.11 feet to a point; thence South 48° 38' 45" East 680.83 feet to a point, the easternmost corner of the within-described tract and being an Old Carolina Aluminum Corner #1001CC; thence South 34° 35' 10" West 78 feet to the Old Carolina Aluminum Corner #1001CB; thence South 58° 48' 10" West 234.69 feet to a point; thence North 49° 49' 40" West 3592.19 feet to an iron pipe set; thence South 55° 54' 00" West 156.77 feet to and iron pipe set; thence South 8° 03' 45" East 662.27 feet to an iron pipe set; thence South 60° 10' 30" West 200 feet to an iron pipe set; thence North 70° 18' 40" West 428.12 feet to an point, an Old Carolina Aluminum Corner #1003F and the Northeast corner of Stephens (DB 181, page 137); thence with the Stephens Northern line North 62° 38' 50" West 754.87 feet to the **POINT AND PLACE OF BEGINNING**, and containing 50.131 acres as shown on a survey by Davidson Surveying & Mapping, PC, dated May 10, 2004, revised June 28, 2004, (drawing #04-012B), which survey is incorporated herein by reference, and being a portion of those lands described in Book 192, page 731, (Tract III) and Book 89, page 598 (Tracts II & III).

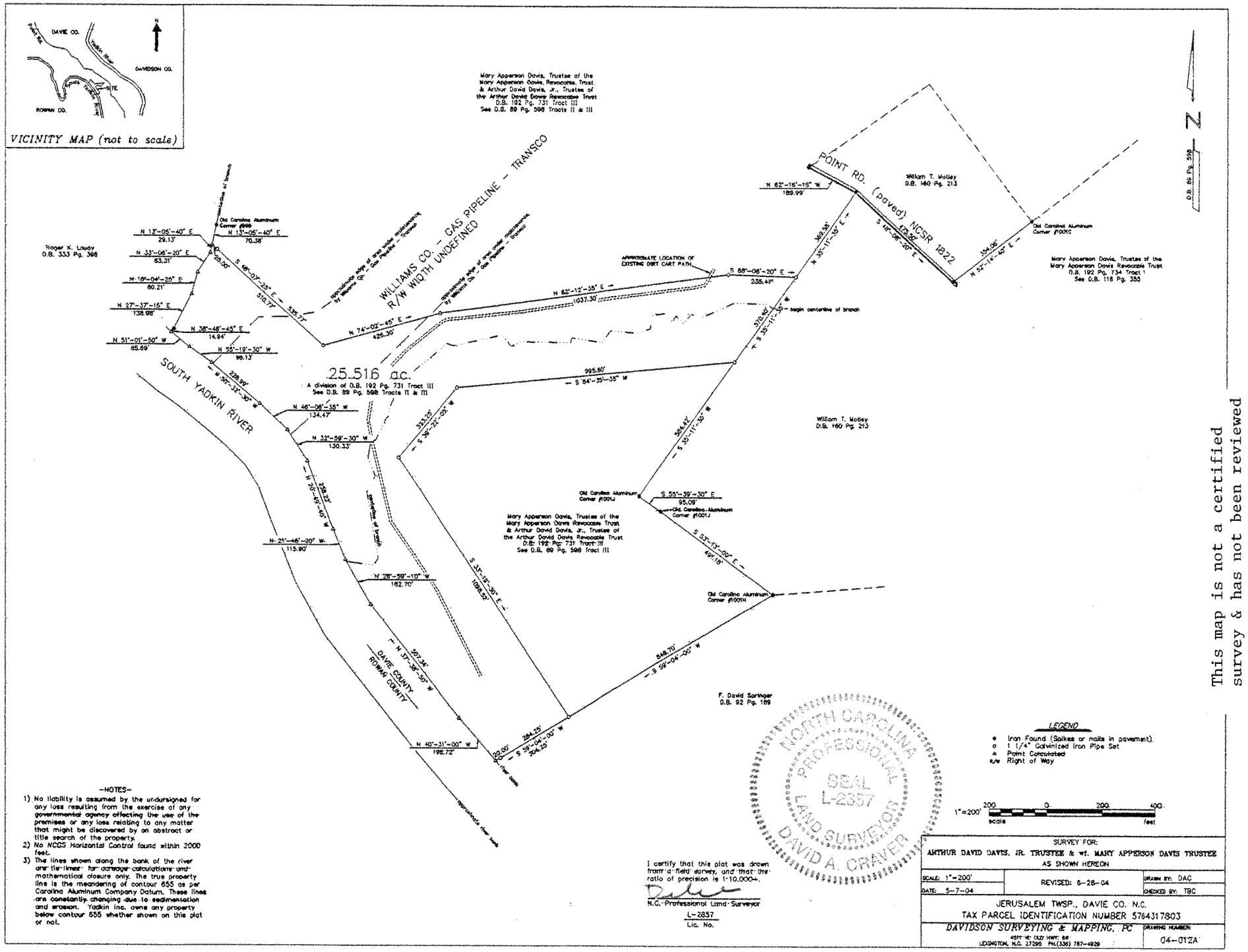
SEE TAX IDENTIFICATION #5764317803 & 5763595798.

Tract #2

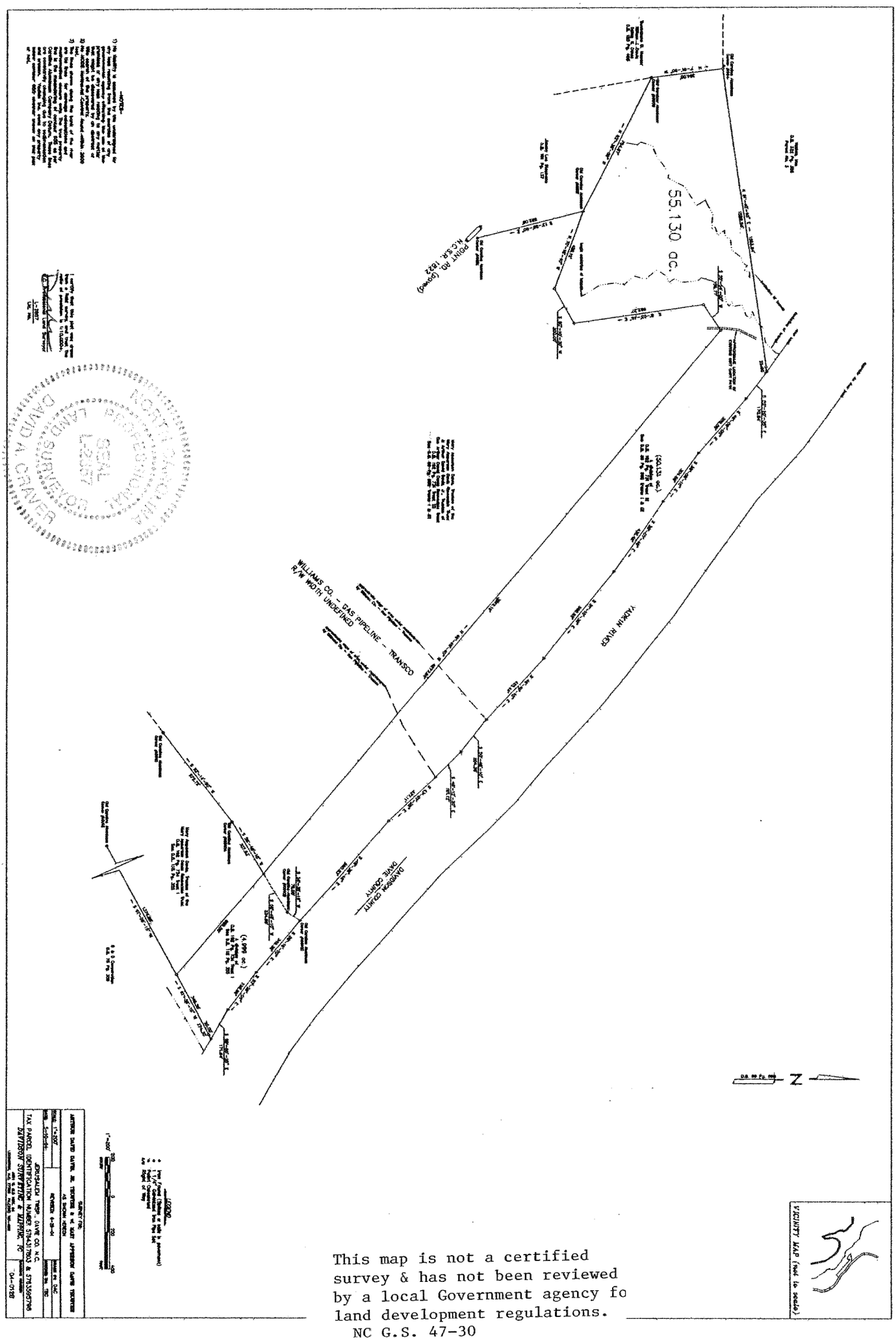
BEGINNING at a point, said point being the easternmost corner of the within-described tract, and being located South 35° 11' 35" West of a point in NCSR 1822 (Point Road) and being the northern corner of property previously owned by William T. Motley (DB 160, page 213); thence from the **BEGINNING** South 35° 11' 35" West 370.40 feet to a 1 1/4" galvanized iron pipe set; thence South 84° 35' 35" West 995.80 feet to an iron pipe set; thence South 39° 22' 05" West 323.25 feet to an iron pipe set; thence South 33° 19' 30" East 1098.52 feet to an iron pipe set, a common corner with F. David Springer (DB 92, page 189); thence South 59° 04' 00" West passing through an iron pipe at 284.25 feet and continuing for a total of 304.25 feet to a point on the bank of the South Yadkin River; thence continuing with the bank of the South Yadkin River North 40° 31' 00" West 198.72 feet on the river bank; thence North 37° 38' 50" West 507.34 feet to a point on the river bank; thence North 28° 59' 10" West 182.70 feet to a point on the river bank; thence North 21° 45' 20" West 115.90 feet to a point on the river bank; thence North 20° 49' 40" West 258.22 feet to a point on the river bank; thence North 32° 59' 30" West 130.33 feet to a point on the river bank; thence North 46° 06' 35" West 134.47 feet to a point on the river bank; thence North 50° 32' 30" West 228.99 feet to a point on the river bank; thence North 55° 19' 30" West 96.13 feet to a point on the river bank; thence North 51° 01' 50" West 85.69 feet to a point on the river bank; thence with the eastern line of Roger K. Laudy (DB 333, page 398) North 38° 46' 45" East 14.94 feet to an iron found; thence North 27° 37' 15" East 138.98 feet to a point in the Laudy line; thence North 16° 04' 25" East 80.21 feet to a point in the Laudy line; thence North 33° 06' 20" East 83.31 feet to a point in the Laudy line; thence North 13° 05' 40" East 29.13 feet to a point; thence South 48° 07' 25" East passing through an iron set at 25 feet and continuing for a total of 535.77 feet to an iron set; thence North 74° 02' 45" East 426.30 feet to an iron pipe set; thence North 82° 12' 35" East 1037.30 feet to an iron pipe set; thence South 88° 08' 20" East 235.47 feet to the **POINT AND PLACE OF BEGINNING**, and containing 25.516 acres as shown on a survey by Davidson Surveying & Mapping, PC, dated May 7, 2004, revised June 28, 2004, (drawing #04-012A), which survey is incorporated herein by reference and being a portion of those lands described in Book 192, page 731, (Tract III) and Book 89, page 598 (Tracts II & III).

SEE TAX IDENTIFICATION #5764317803.

BK 5 6 1 PG 9 4 3



This map is not a certified survey & has not been reviewed by a local Government agency fo land development regulations. NC G.S. 47-30



This map is not a certified survey & has not been reviewed by a local Government agency fo land development regulations.
NC G.S. 47-30

06321

FILED FOR REGISTRATION
JULY 19, 2004 4:40 P.M.
DATE TIME
AND RECORDED IN BOOK 561 PAGE 948
M. BRENT SHOAF, REGISTER OF DEEDS
DAVIE COUNTY, NC
BY Doris C Williams
ASST.

Instrument prepared by: Jason Walser
Mail after recording to:
Marion Patrick
State Property Office, Dept. Of Administration,
1321 Mail Service Center, Raleigh, NC 27699-1321

State of North Carolina

ASSIGNMENT OF CONSERVATION EASEMENT

County of Davie

THIS ASSIGNMENT is made on the 19 day of July 2004, by **The LandTrust for Central North Carolina** or ("**Assignor**") to the **STATE OF NORTH CAROLINA**, or ("**State**") acting by and through the **NORTH CAROLINA ECOSYSTEM ENHANCEMENT PROGRAM, ("EEP")**

WITNESSETH:

WHEREAS, EEP has agreed to provide funding to **The LandTrust for Central North Carolina** for the purchase of a Conservation Easement over real property situated along the **Yadkin and South Yadkin River**, and three tributaries, and

WHEREAS, pursuant to the funding, **The LandTrust for Central North Carolina** has, on the 19 day of July, 2004 acquired a Conservation Easement, over the property of **Mary Apperson Davis, Trustee of the Mary Apperson Davis Revocable Trust, U/A August 23, 1996, and Arthur David Davis, Jr., Trustee of the Arthur David Davis, Jr. Revocable Trust, U/A August 23, 1996,** which property is recorded in Deed Book 192, Page 731 (Tract 3), Davie County Registry: and

WHEREAS, in furtherance of the terms and conditions of the Grant Agreement, **The LandTrust for Central North Carolina** desires to assign its right, title, and interest in the Conservation Easement to the **State**, and the **State** has agreed to this Assignment.

NOW, THEREFORE, in consideration of funding paid by **EEP** to the **The LandTrust for Central North Carolina**; the mutual benefits accruing to the **State**, **The LandTrust for Central North Carolina**, and the public from the Conservation Easement herein referenced and assigned, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Assignor** conveys and assigns to the **State**, all the rights, title, easement, privilege and interest (and subject to all conditions contained therein), in that Conservation Easement conveyed to **The LandTrust for Central North Carolina** by **Mary Apperson Davis, Trustee of the Mary Apperson Revocable Trust, U/A August 23, 1996, and Arthur David Davis, Jr., Trustee of the Arthur David Davis Revocable Trust, U/A August 23, 1996,** dated the 19 day of July, 2004, and recorded in Deed Book 561, Page, 933, Davie County Registry.

The **Assignor** hereby expressly reserves from this Assignment the nonexclusive rights initially acquired by the Conservation Easement to monitor, enforce and maintain the Conservation Easement and to access the property for such purposes as described in the easement.

TO HAVE AND TO HOLD the said right, privilege and easement herein granted and assigned to the **State**, its successors and assigns in perpetuity.

AND the **Assignor** covenants that it is properly vested with the Conservation Easement; has the right to assign the same to the **State**; that the Easement is free from encumbrances except as may be expressly excepted to by the terms and conditions of the Conservation Easement; and that the **Assignor** will warrant and defend title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, The LandTrust for Central North Carolina, has executed the foregoing in its corporate name, under seal, signed by the President with proper authorization by **The LandTrust for Central North Carolina** the date and year first above written.

The LandTrust for Central North Carolina

By: John S. Wear, Jr. (SEAL)
Title
President

ATTEST

Title Assistant Secretary

NORTH CAROLINA
COUNTY OF ROWAN

I, BARBARA MARTIN LAWTHER a Notary Public in and for the County and State aforesaid, do hereby certify that JOHN E. WEAK, JR. personally appeared before me this day and acknowledged that **he/she** is the PRESIDENT of The LandTrust for Central North Carolina, a North Carolina Non-Profit Corporation, and that by the authority duly given as an act of the corporation, the foregoing instrument was signed in its name by its PRESIDENT and attested by its ASSISTANT SECRETARY.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 8TH day of JULY 2004.

BARBARA MARTIN LAWTHER
Notary Public

My commission expires:

FEBRUARY 24, 2009

BARBARA MARTIN LAWTHER NOTARY PUBLIC ROWAN COUNTY, N.C.

STATE OF NORTH CAROLINA, DAVIE COUNTY

The foregoing certificate of Barbara Martin Lawther Notary Public of Rowan County is certified to be correct. This instrument was presented for registration on July 19, 2004.

M. BRENT SHOAF REGISTER OF DEEDS

BY: Doris C. Williams ASST.