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STATE OF NORTH CAROLINA

CONSERVATON EASEMENT

COUNTIES OF GUILFORD
AND ROCKINGHAM

THIS CONSERVATION EASEMENT DEED, made this 26th day of August, 2003, by and between **RESTORATION SYSTEMS, LLC**, a North Carolina limited liability company, whose mailing address is 1101 Haynes Street, Suite 203, Raleigh, North Carolina, 27604, ("Grantor") and **NORTH CAROLINA WILDLIFE HABITAT FOUNDATION**, a North Carolina non-profit corporation, whose mailing address is P. O. Box 29187, Greensboro, North Carolina 27429-9187, ("Grantee"). The designations Grantor and Grantee as used herein shall include said parties, their personal representatives, successors, assigns, lessees, agents and licensees, 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) ("WRP") 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, on June 25, 2002, WRP issued a Request for Proposal No. 16-AWO3001 for riparian wetland restoration in Cataloging Unit 03030002 of the Cape Fear River Basin (the "RFP"); and

WHEREAS, Grantee desires to submit a proposal to provide riparian wetland restoration to WRP in response to the RFP; and

WHEREAS, Grantor owns in fee simple certain real property, together with access easements to said real property described in **Exhibit A** attached hereto, situated, lying and being in Rockingham and Guilford Counties, North Carolina (the "Protected Property"), and being more particularly described as those certain parcels of land described on **Exhibit A** attached hereto and a portion of the property being conveyed to the Grantor by those deeds recorded in Book 1155, Page 1806 and Book 1162, Page 2116, Rockingham County Registry, North Carolina, and in Book 5900, Page 1614, Guilford County Registry, North Carolina; and

WHEREAS, the Protected Property is suitable for Grantee's riparian wetland restoration project; 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; and

WHEREAS, WRP has approved acceptance of this instrument by Grantee.

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, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a portion of the Protected Property, referred to hereafter as the Easement Area, for the benefit of the people of North Carolina, and being all of those tracts of land described on that **Exhibit A** attached hereto and made a part hereof by reference. Said Easement Area being the individual parcels of land described in **Exhibit A,** but not including the easements for access to the parcels which are described following each parcel description.

The purposes of this Conservation Easement are to maintain, restore, enhance and create 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.

II. RESERVED USES AND RESTRICTED ACTIVITIES

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 Areas that is inconsistent with the purposes of this Conservation Easement is prohibited. Any rights not expressly reserved hereunder by Grantor have been acquired by 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. 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. Notwithstanding the foregoing, Grantee expressly reserves the following rights: (i) the right to clear the Easement Area of snags after it has been restored and planted, provided that (a) documentation can be presented to WRP, whose mailing address is 1619 Mail Services Center, Raleigh, North Carolina 27699-1619, demonstrating that the surface flow of waters within the Easement Area is being impeded by the snags, and (b) all snags shall be removed by hand or cabled out of the Easement Area to avoid impacts to vegetation, soil compaction or other disturbance; and (ii) the right to clear and manage timber within the Easement Area to the extent necessary to protect the natural environment in Areas where the Easement Area is damaged, or has the potential to be damaged, by natural forces such as hurricane, flood, storm, fire, insects or infectious organisms, provided that such timber clearing will be carried out in a manner that will not affect the natural condition of the Easement Area, and shall be subject to prior approval by WRP.

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 use of the Easement Area is 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.

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, and utilization of heavy equipment to grade, fill and prepare the soil. In addition, Grantee, and authorized representatives of 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 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.

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; provided, however, that Grantor shall not vary from the above restrictions without first obtaining written approval from WRP.

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, 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 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.

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 this 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 addresses 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. This Conservation Easement and rights of Grantee hereunder may be assigned by Grantee to any third party without the approval of Grantor.

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, Grantor expressly reserves to Grantor, and 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 whosoever.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its Manager, who has hereunto set his hand and seal the day and year first above written.

RESTORATION SYSTEMS, LLC,
a North Carolina limited liability company

By: _____ (SEAL)
Name: George A. Howard
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Patricia McCrain, a Notary Public, do hereby certify that George A. Howard, a Manager of RESTORATION SYSTEMS, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

WITNESS my hand and official seal this the 26 day of AUGUST, 2013.

Patricia McCrain
Notary Public

PATRICIA McCRAIN NOTARY PUBLIC WAKE COUNTY, N.C.

My commission expires:

NORTH CAROLINA - ROCKINGHAM COUNTY
The foregoing certificate(s) of
PATRICIA MCCRAIN

Notary Public is (are) certified to be correct.
Duly registered this date and hour shown herein.

REBECCA B. CIPRIANI
Register of Deeds

By Amy L. Simpson
Assistant / Deputy

EXHIBIT A

General Conservation Easements in that certain lot or parcel of land situated in Simpsonville Township, Rockingham County and in Monroe Township, Guilford County, North Carolina, and more particularly described as follows:

BEGINNING at an existing iron pin, Walker's northeast corner, which iron pin is located North 00° 58' 05" West 1057.67 feet from an existing fence post, the southeast corner of Walker, and the northeast corner of Andrews, which fence post is also located at the northeastern most corner of Tract 6 as shown on Plat Book 34, Page 64, Rockingham County Registry; thence from said beginning point, with Walker's northern line, South 86° 29' 35" West 114.23 feet to a non-monumented corner; thence North 05° 36' 44" West 253.75 feet to a non-monumented corner in the northern line of Restoration Systems, LLC (see Deed Book 1155, Page 1806); thence with the northern line of Restoration Systems, North 85° 55' 37" East 538.55 feet to a non-monumented corner; thence South 18° 33' 05" East 1513.73 feet to a non-monumented corner; thence South 89° 30' 58" East 318.64 feet to a non-monumented corner in the eastern line of Restoration Systems (see Deed Book 1155, Page 1806); thence with Restoration Systems' eastern line, South 00° 30' 18" East 765.18 feet to a non-monumented corner in the center of the Haw River, the northeast corner of the parcel conveyed to Thaxton Richardson by Restoration Systems, LLC (see Deed Book 1162, Page 2120, Rockingham County Registry, and Book 5900, Page 1609, Guilford County Registry); thence with the center of the Haw River, South 59° 14' 37" West 415.57 feet to a non-monumented corner in the center of the Haw River; thence continuing with the center of the Haw River, South 60° 18' 58" West 195.77 feet to a non-monumented corner in the center of the Haw River, the eastern most corner of the tract conveyed to Restoration Systems, LLC by Thaxton Richardson and wife (see Deed Book 1162, Page 2116, Rockingham County Registry, and Book 5900, Page 1614, Guilford County Registry); thence continuing with the center line of the Haw River, South 63° 06' 04" West 198.07 feet to a non-monumented corner in the center of the Haw River; thence continuing with the center of the Haw River, South 59° 54' 40" West 185.77 feet to a non-monumented corner, the southwest corner of the property conveyed by Richardson to Restoration Systems, LLC; thence with Restoration Systems' (formerly Richardson's) western line, North 00° 57' 22" West 147.61 feet to an existing iron pin, the northwest corner of the tract conveyed by Richardson to Restoration Systems hereinabove described; thence with Restoration Systems' western line, North 00° 57' 22" West 233.23 feet to an existing iron pin, Andrews' southwest corner (see Deed Book 993, Page 2454); thence continuing with the line of Andrews and Restoration Systems, North 01° 00' 17" West 500.24 feet to an existing iron pin; thence North 48° 22' 35" East 224.38 feet to a non-monumented corner; thence North 30° 17' 42" East 268.91 feet to a non-monumented corner; thence North 34° 23' 55" West 110.57 feet to a non-monumented corner; thence North 28° 07' 16" West 233.39 feet to a non-monumented corner; thence North 17° 00' 28" West 516.33 feet to a non-monumented corner in Walker's eastern line; thence with Walker's line, North 00° 58' 05" West 376.74 feet to the point and place of Beginning, and being certain general conservation easements shown on a map of survey for Restoration Systems, LLC prepared by K2M Design Group, P.A., dated 08/06/03, DWG. No.: RRS372MR3-03.

TOGETHER WITH the following 50-foot access easements:

Access Easement No. 1: Beginning at a non-monumented corner in the southwestern right-of-way of O'Bryant Road (60-foot right-of-way paved public road) where such right-of-way intersects with Lewis' eastern line; thence from said beginning point, South 00° 22' 17" East 137.64 feet to a non-monumented corner; thence South 00° 23' 40" East 216.90 feet to a non-monumented corner; thence South 12° 57' 26" East 1239.74 feet to a non-monumented corner; thence South 00° 29' 24" East 347.98 feet to a non-monumented corner; thence South 00° 29' 37" East 400.02 feet to a non-monumented corner; thence South 00° 30' 02" East 539.19 feet to an existing iron pin, the northeast corner of Restoration Systems, LLC (see Deed Book 1155, Page 1806); thence South 85° 55' 37" West 50 feet to a non-monumented corner; thence North 00° 30' 02" West 539.19 feet to a non-monumented corner; thence North 00° 29' 37" West 400.02 feet to a non-monumented corner; thence North 00° 29' 24" West 347.98 feet to a non-monumented corner; thence North 12° 57' 26" West 1239.74 feet to a non-monumented corner; thence North 00° 23' 40" West 216.90 feet to a non-monumented corner; thence North 00° 27' 17" East 137.64 feet, more or less, to a non-monumented corner in the southeastern right-of-way of O'Bryant Road; thence with the southeastern right-of-way of O'Bryant Road, in a southeasterly direction, approximately 50 feet to the point and place of Beginning, and being a 50-foot access easement adjacent to Lewis' (now or formerly) eastern line.

Access Easement No. 2: Beginning at an existing iron pipe, the northeast corner of Restoration Systems, LLC (see Deed Book 1155, Page 1806), the southeast corner of Easement No. 1; thence with Restoration Systems' eastern line, the following courses and distances: South 00° 26' 00" East 60.77 feet to an existing iron pin; South 00° 30' 08" East 600.06 feet to an existing iron pipe; South 00° 30' 15" East 434.48 feet to an existing iron pipe, Suggs' northwest corner; South 00° 30' 18" East 398.57 feet to a non-monumented corner in the line of the conservation easement described above; thence North 89° 30' 58" West 50 feet to a non-monumented corner; thence North 00° 30' 18" West 398.57 feet to a non-monumented corner; thence North 00° 30' 15" West 434.48 feet to a non-monumented corner; thence North 00° 30' 08" West 600.06 feet to a non-monumented corner; thence North 00° 26' 00" West 60.77 feet to a point in the northern line of Restoration Systems, LLC; thence North 85° 55' 37" East 50 feet to the point and place of Beginning, and being a 50-foot access easement adjacent to Grantor's eastern line.

Both Access Easement No. 1 and Access Easement No. 2 are shown on a map of survey for Restoration Systems, LLC prepared by K2M Design Group, P.A., dated 08/06/03, DWG. No.: RRS372MR3-03.