NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds
By _____ Asst./Deputy Register of Deeds

Melanie Arthur 8P
CARTERET COUNTY
JL Date 06/10/2005 Time 15:26:00
GR 1115497 Page 1 of 8

PHKiW

STATE OF NORTH CAROLINA **CONSERVATION EASEMENT**

CARTERET COUNTY

SPO File Number 16-AT

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

THIS CONSERVATION EASEMENT DEED, made this 2nd day of June, 2005, by and between the North Carolina Coastal Land Trust (Grantor), a non-profit corporation, with an address of 131 Racine Drive, Suite 101, Wilmington, NC 28403, and the State of North Carolina State Property Office (Grantee), with an address of 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall included 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. General Statute (G.S. 143-214.8 et seq.), the State of North Carolina has established the Wetlands Restoration Program (as defined in N.C. General Statute G.S. 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. General Statute (G.S. 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 Carteret County, North Carolina (the "Easement Area"), and being more particularly described in **EXHIBIT A** attached hereto and incorporated herein by reference and being that same real property conveyed to the Grantor by deed recorded in **Deed Book** 1115 at **Page** 489 of the Carteret County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement on the Easement Area, 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 the Easement Area, for the benefit of the people of North Carolina.

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 RIGHTS AND RESTRICTIONS

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 lawfully hunt, and fish on the Property and the right to lease and license all or any

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portion of the Property for hunting and fishing and other recreational activities that are consistent with this Conservation Easement.

B. **Educational Uses**. The Grantor reserves the right to construct foot trails and boardwalks for educational and interpretive purposes and reserves the right of access to the Easement Area for such purposes including organized educational activities such as site visits, studies, and observations. Foot trails must be constructed of pervious surface and in accordance with best management practices to minimize soil erosion and water quality impacts, and may not be more than six feet wide where located within 300' of streams or wetland borders. The Grantor also reserves the right to permit ecological and wetlands research and studies within the Easement Area, which may include the installation of monitoring wells, the digging of soil pits and the sampling of vegetation.

C. **Disturbance of Natural Features, Animals and Plants**. There shall be no cutting or removal of trees, or the disturbance of natural features except for the following: (1) as incidental to boundary marking, fencing, signage, construction of foot trails and existing access as noted in Article II, B, (2) to remove non-native vegetation (e.g., Japanese honeysuckle) as noted below in Article II, L, (3) for educational and research purposes as noted in Article II.B, (4) to restore or enhance natural wetland hydrology as noted below in Article II, L and (5) to salvage or cut timber where forest is damaged by ice, fire, storm, wind, insects, infectious organisms or other natural disasters, subject to the approval of the grantee. The grantee shall be notified of such management needs in writing, by certified mail, and shall respond within 30 days if there are objections to such disturbances. In cases of emergency management needs, notification by FAX and telephone calls will be needed.

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, except for the leasing and licensing of hunting activities as noted in Article II, A.

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, except fencing, elevated boardwalks, interpretive signs and kiosks, and water control structures as mentioned in Article II B, I, and L.

I. **Signs**. No signs shall be permitted in the Easement Area except interpretive signs and kiosks 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 and proscribing rules and regulations for the use of the Easement Area.

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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, except for the purposes of restoring and/or enhancing natural wetland hydrology as noted below in Article II, L.

L. **Water Quality and Drainage Patterns**. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding, or related activities, except to restore or enhance natural wetland hydrology. Restoration or enhancement activities may include ditch filling or plugging using heavy equipment and/or the installation of water control structures. Restoration and enhancement activities will be conducted per a written restoration or enhancement plan that may be reviewed and approved by the Grantee, not to be unreasonably withheld. Grantee shall notify Grantor in writing if there are objections to the plan within 45 days of receipt of the plan by the Grantee. Pesticide and herbicide use is prohibited, except for the removal of non-native vegetation. Any pesticide and/or herbicide use must be carried out in accordance with all applicable laws and regulations.

M. **Subdivision**. Subdivision, partitioning, or dividing the Easement Area is prohibited.

N. **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.

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 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.

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, 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.

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C. 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 Property resulting from causes beyond the Grantors' 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 Property resulting from such causes, nor to require Grantors to repair any damage resulting from acts of God.

IV. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of N.C. General Statute 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 provisions 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 be 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.

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.

[SIGNATURE PAGE FOLLOWS]

4115 4197

IN WITNESS WHEREOF, the North Carolina Coastal Land Trust has duly executed the foregoing instrument as of the 2nd day of June, 2005.

NORTH CAROLINA COASTAL LAND TRUST,
a North Carolina non-profit corporation

By: Hannah Holt
Hannah Holt, President

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

This 2nd day of June, 2005, Hannah Holt personally came before me, Catherine G. Gorum, a Notary Public for said County and State, who, being by me duly sworn, says that she is President of NORTH CAROLINA COASTAL LAND TRUST, a North Carolina non-profit corporation, and that said writing was signed by her on behalf of NORTH CAROLINA COASTAL LAND TRUST by its authority duly given, and as the act and deed of said corporation.

Witness my hand and official seal this 2nd day of June, 2005.

CATHERINE G. GORUM NOTARY PUBLIC NEW HANOVER COUNTY, N.C.

[NOTARIAL SEAL]

Catherine G. Gorum
Notary Public

My Commission expires: 1-24-2007

The foregoing Certificate(s) of _____ is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ REGISTER OF DEEDS FOR CARTERET COUNTY

By _____
Deputy/Assistant-Register of Deeds

1115 497

T. R. THOMPSON, JR., ATTORNEY AT LAW, AURORA, NORTH CAROLINA

EXHIBIT "A"

THAT certain tract or parcel of land lying and being in Harlowe Township, Carteret County, State of North Carolina, and being more particularly described as follows:

THAT certain tract or parcel of land containing 122.90 acres as the same is shown that map prepared by Joseph T. Chance, Professional Land Surveyor, dated December 21, 2004, and identified by the following legend: "BOUNDARY SURVEY for NORTH CAROLINA COASTAL LAND TRUST", and said map is of record in Map Book 30, Page 708, Carteret County Registry, Further reference is hereby made to the map herein referred to for a more complete and accurate description of this property.

Weyerhaeuser Company, for itself, its successors and assigns, reserves a non-exclusive, permanent and perpetual right of way and easement for the purposes of ingress, egress, regress and drainage over and upon that right of way and easement shown on said map and identified by the following legend on said map: "50' INGRESS, EGRESS, REGRESS EASEMENT MUTUAL ACCESS" and said right of way and easement is located twenty five (25) feet either side of the centerline of the "16' SOIL ROAD" shown on said map and further reference is hereby made to said map for a more complete and accurate description of same; and further, Weyerhaeuser Company for itself, its successors and assigns, reserves a non-exclusive, permanent and perpetual drainage easement over and upon the ditch located adjacent to and east of the right of way and easement heretofore described. Additionally, Weyerhaeuser Company, for itself, its successors and assigns, reserves a non-exclusive, permanent and perpetual drainage easement over all of the ditches which are designated as a "Property Line" as they are shown on the above referenced map.

NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds
By Laura Lawrence
Asst/Deputy, Register of Deeds

Melanie Arthur 3P
CARTERET COUNTY
JL Date 06/10/2005 Time 15:26:00
GR 1115490 Page 1 of 3

Rt: KiW

This document prepared by and return to:
Michael V. Lee
Smith Moore LLP
300 N. Third Street, Suite 301
Wilmington, North Carolina 28401

Excise Tax: Ø
Parcel #: 648000551304- Split

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

QUITCLAIM DEED

THIS DEED, made an entered into this 6 day of June, 2005, by and between **HARRY MCMULLAN, III, as TRUSTEE** (hereinafter referred to as the "Grantor") and **NORTH CAROLINA COASTAL LAND TRUST**, a North Carolina non-profit corporation (hereinafter referred to as the "Grantee") whose mailing address is 131 Racine Drive, Suite 101, Wilmington, North Carolina 28403.

W I T N E S S E T H:

THAT said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) to him paid by Grantee, the receipt of which is hereby acknowledged, has remised and released and by these presents does remise, release, convey, and forever quitclaim unto the Grantee, its successors and assigns, all of his right, title and interest in and to the Property, including, but not

limited to mineral rights, including any reversionary interests thereto, in, on or under that certain lot or parcel of land lying and being in Carteret County, North Carolina, and more particularly described as follows:

> BEING all of that certain tract of land containing 122.90 acres identified as "5353317 SQ. FT. 122.90 ACRES" on a map entitled "Boundary Survey for North Carolina Coastal Land Trust" by McKim & Creed dated December 2004 and recorded on March 30, 2005 in Map Book 30 at Page 708 of the Carteret County Registry and all rights of ingress and egress thereto, if any.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges thereunto belonging to the Grantee, its successors and assigns, free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through or under Grantor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, as of the day and year first above written.

GRANTOR:

H McMullan, III

HARRY MCMULLAN, III, TRUSTEE

STATE OF OKLAHOMA

COUNTY OF Oklahoma

I, Lisa M. Stewart, a Notary Public of the aforesaid County and State, do hereby certify that HARRY MCMULLAN, III, as TRUSTEE personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 6th day of June, 2005.

[NOTARIAL SEAL]

Lisa M. Stewart

NOTARY PUBLIC

My Commission Expires: 3/15/08

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ **REGISTER OF DEEDS FOR CARTERET COUNTY, NORTH CAROLINA**

By: _____ Deputy/Assistant-Register of Deeds.

BK 4115 490