BK 1358 PG 0354

LINDA H. STONE, REGISTER OF DEEDS
FRANKLIN COUNTY, N.C.
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FRANKLIN COUNTY NC 08/25/2003
$465.00
STATE OF NORTH CAROLINA
Real Estate Excise Tax

PERMANENT CONSERVATION EASEMENT

Excise tax $465 00
Prepared by / return to Paul A Arena, Holt York McDarris & High, LLP, P O Box 17105, Raleigh, NC 27619

THIS CONSERVATION EASEMENT ("Conservation Easement") made this 7th day of August, 2003 by and between **Daniels & Daniels Farms, Inc.** ("Grantor") and **KCI Environmental Technologies and Construction, Inc.** ("Grantee").

The designation Grantor and Grantee as used herein shall include said parties, their successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

RECITALS

WHEREAS, Grantor owns in fee simple certain real property ("Property") situated, lying and being in Franklin County, North Carolina, more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Grantor and Grantee have agreed to create a conservation easement ("Conservation Easement", "Restored Property") on the Property, which is more particularly described on Exhibit "A" attached hereto and made a part hereof, for the purposes of creating, restoring, improving, preserving and monitoring the stream/wetland and riparian areas located thereon and preventing the use or development of the Restored Property for any purpose or in any manner which would conflict with the maintenance of the Restored Property in its natural condition

AND WHEREAS, the Property is a part of a larger tract of land owned by Grantor and described on Exhibit "B" attached hereto and made a part hereto (the Remaining Property").

NOW, THEREFORE, for and in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor hereby unconditionally and irrevocably 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 Property described on Exhibit A, together with the right to preserve and protect the conservation values

thereof, and together with an access easement as described hereinafter, as follows.

The purposes of this Conservation Easement are to preserve and protect the conservation values of the Restored Property and to maintain permanently the Restored Property, including the streams/wetlands and riparian areas thereon, to protect any rare plants, animals, or plant communities on the Restored Property, and to prevent any use of the Restored Property that will significantly impair or interfere with the conservation values or interests of the Restored Property.

ARTICLE I.
DURATION OF EASEMENT

This Conservation Easement shall be perpetual This Conservation Easement is an easement in gross, runs with the land and is enforceable by Grantee or its assigns against Grantor, Grantor's successors and assigns, lessees, agents and licensees, including but not limited to Grantor's successors in title with respect to the Property and Remaining Property

ARTICLE II.
PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Restored Property inconsistent with the purpose of the Conservation Easement is prohibited. The Restored Property shall be preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Restored Property.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder

A Disturbance of Natural Features. Any change disturbance, alteration or impairment of the natural features of the Restored Property or any introduction of non-native plants and/or animal species is prohibited.

B. Construction. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line pier landing, dock or any other temporary or permanent structure or facility on or above the Restored Property.

C. Industrial, Commercial and Residential Use Industrial and/or commercial activities, including any right of passage used in conjunction with commercial or industrial activity, are prohibited on the Restored property. Residential use of the Restored Property is prohibited.

D Agricultural, Grazing and Horticultural Use. Agricultural, grazing, and horticultural use of the Restored Property is prohibited

E Vegetation There shall be no removal, burning, destruction, harming, cutting or mowing of trees, shrubs, or other vegetation on the Restored Property.

F. Signage No signs shall be permitted on or over the Restored Property, except the posting of no trespassing signs, signs identifying the conservation values of the Property, signs giving directions or proscribing rules and regulations for the use of the Property and/or signs identifying the Grantor as owner of the property and Grantee as the holder of Conservation Easement on the Restored Property

G. Dumping or Storage Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Restored Property is prohibited.

H. 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, and no change in the topography of the land in any manner on the Restored Property, except for the purpose of restoring streams, wetlands, natural topography or drainage patterns

I Water Quality and Drainage Pattern 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

J 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.

K Vehicles The operation of mechanized vehicles, including, but not limited to, motorcycles, dirt-bikes, all-terrain vehicles, cars and trucks is prohibited.

ARTICLE III
GRANTOR'S RESERVED RIGHTS

The Grantor expressly reserves for itself, its personal representatives, heirs, successors or assigns, the right to continue the use of the Restored Property for all purposes not inconsistent with this Conservation Easement, including, but not limited to, the right to quiet enjoyment of the Restored Property, the rights of ingress and egress, the right to hunt, fish, and hike on the Restored Property, the right to sell, transfer, gift or otherwise convey the Restored Property, in whole or in part, provided such sale, transfer or gift conveyance is subject to the terms of, and shall specifically reference, this Conservation Easement

ARTICLE IV.
GRANTEE'S RIGHTS

The Grantee or its authorized representatives, successors and assigns, and Third-Parties, shall have the right to enter the Restored Property at all reasonable times for the purpose of inspecting said property to determine if the Grantor, or its personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement The Grantee shall also have the right to enter and go upon the Restored Property for purposes of making scientific or educational observations and studies, and taking samples. The easement rights granted herein do not include public access rights

The Grantee or its authorized representatives, successors and assigns, and Third-Parties, shall have an easement for ingress, egress and regress over and across the access easement described on Exhibit A attached hereto, for the purpose of accessing the Restored Property, from the public right(s)-of-way of Egypt Church Road.

The Grantee or its authorized representatives, successors and assigns shall have the right to restore the streams, wetlands and/or riparian areas located on the Property or formerly location on the property

ARTICLE V
ENFORCEMENT AND REMEDIES

A. In addition to any rights or remedies available to the Grantee under the Uniform Conservation and Historic Preservation Agreement Act, N C Gen Sta § 121-34 *et seq*, upon any breach of the terms of this Conservation Easement by the Grantor, its agents, successors, or assigns, which comes to the attention of the Grantee, the Grantee or Third-Parties may institute a suit to enjoin such violation and if necessary, to require the restoration of the Restored Property to its prior condition at the Grantor's expense

B No failure on the part of the 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 to Grantee to enforce the same in the event of a subsequent breach or default

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 Restored Property resulting from causes beyond the Grantor's reasonable control, including, without limitation, fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees, or from any prudent action taken in good faith by 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.

ARTICLE VI
MISCELLANEOUS

A. Title The Grantor warrants, covenants and represents that Grantor is the sole owner

and is seized of the Property in fee simple and has good right to convey, make, declare and impose the aforesaid Conservation Easement; the Property is free and clear of any and all encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons

B. Subsequent Transfers The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Property The Grantor agrees to provide to Grantee written notice of such transfer at least thirty (30) days prior to the date of the transfer 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 and shall not be amended, modified or terminated without the prior written consent and approval of the Third-Parties

C. Assignment The parties recognize and agree that the benefits of this Conservation Easement are in gross and the rights of Grantee hereunder shall be assignable provided, however that any such assignment shall be to a qualified holder under the uniform Conservation and Historic Preservation Agreement Act, N C. Gen. Stat § 121-34 *et seq*

D Entire Agreement and Severability. 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 void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

E Uniform Conservation and Historic Preservation Agreement Act The parties intend that this Conservation Easement be a conservation agreement as defined in the Uniform Conservation and Historic Preservation Agreement Act, N C Gen Stat § 121-34 *et seq.*, and this Conservation Easement shall be so construed

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written

Daniels & Daniels Farms, Inc, a North Carolina Corporation

[corporate seal]

By. W Clyde Daniels
W Clyde Daniels, President

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NORTH CAROLINA
Franklin COUNTY

I, a Notary Public of the County and State aforesaid, certify that W. Clyde Daniels personally came before me this day and acknowledged that he is President of Daniels & Daniels Farms, Inc., a corporation, and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation Witness my hand and official stamp or seal, this 7th day of August, 2003.

Chris R Haines
Notary Public

CHRIS R. HAINES NOTARY PUBLIC FRANKLIN COUNTY, NC

My commission expires. 5.7.07

North Carolina-Franklin County
The foregoing certificate of Chris R. Haines, a Notary Public, is certified to be correct and duly recorded this 25th day of August, 2003.
Linda H Stone
Linda H. Stone, Register of Deeds
By: Betty Harrington Deputy

Exhibit A

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN FRANKLIN COUNTY, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING NORTH 22°19'30" EAST, 562 09 FEET FROM AN IRON PIN FOUND MARKING THE NORTHEASTERLY PROPERTY CORNER OF TAX MAP PARCEL #I07-00-107 SAID FOUND IRON PIN HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING 841415 61 AND EASTING 2211595.71 FROM SAID BEGINNING POINT, CONTINUING THENCE.
(1) NORTH 22°19'30" EAST, 213 82 FEET TO A POINT, THENCE;
(2) NORTH 20°39'26" EAST, 457 79 FEET TO A FOUND IRON PIN, THENCE;
(3) NORTH 20°37'44" EAST, 886 28 FEET TO A POINT, THENCE;
(4) SOUTH 70°00'21" EAST, 1099.75 FEET TO A POINT, THENCE;
(5) SOUTH 16°28'16" WEST, 471 11 FEET TO A POINT, THENCE,
(6) SOUTH 36°59'39" WEST, 136 09 FEET TO A POINT, THENCE,
(7) SOUTH 27°13'53" WEST, 379 02 FEET TO A POINT, THENCE,
(8) SOUTH 23°16'30" WEST, 250.00 FEET TO A POINT, THENCE;
(9) SOUTH 15°49'16" WEST, 372 13 FEET TO A POINT, THENCE;
(10) NORTH 83°23'33" WEST, 48 50 FEET TO A POINT, THENCE;
(11) NORTH 88°25'42" WEST, 94.85 FEET TO A POINT, THENCE;
(12) NORTH 49°02'35" WEST, 122 73 FEET TO A POINT, THENCE,
(13) NORTH 20°31'23" WEST, 84 05 FEET TO A POINT, THENCE;
(14) NORTH 15°58'52" EAST, 191.02 FEET TO A POINT, THENCE,
(15) NORTH 05°05'44" WEST, 298 88 FEET TO A POINT, THENCE,
(16) NORTH 21°54'04" WEST, 76 73 FEET TO A POINT, THENCE;
(17) NORTH 24°51'45" WEST, 122.25 FEET TO A POINT, THENCE,
(18) NORTH 63°20'49" WEST, 190.12 FEET TO A POINT, THENCE,
(19) NORTH 73°20'52" WEST, 22 24 FEET TO A POINT, THENCE;
(20) SOUTH 07°07'05" EAST, 159 33 FEET TO A POINT, THENCE,
(21) SOUTH 18°24'09" WEST, 242 16 FEET TO A POINT, THENCE,
(22) SOUTH 35°00'21" WEST, 290 59 FEET TO A POINT, THENCE,
(23) NORTH 67°40'30" WEST, 287 06 FEET TO THE POINT AND PLACE OF BEGINNING

SAID CONSERVATION AREA CONTAINING WITHIN SAID BOUNDS 1,477,823 SQUARE FEET OR 33 93 ACRES

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND REGRESS OVER AND ACROSS A 45 FOOT WIDE STRIP OF LAND, SITUATE IN FRANKLIN COUNTY, NORTH CAROLINA, HAVING A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT, SAID POINT BEING NORTH 83°23'33" WEST, 38 18 FEET FROM THE TERMINUS OF THE 9TH COURSE OF THE AFOREDESCRIBED CONSERVATION EASEMENT FROM SAID BEGINNING POINT, CONTINUING

THENCE·
(1) SOUTH 09°08'09" WEST, 592 85 FEET TO A POINT, THENCE;
(2) SOUTH 17°12'55" WEST, 62 21 FEET TO A POINT, THENCE;
(3) SOUTH 24°18'07" WEST, 89 52 FEET TO A POINT, THENCE,
(4) SOUTH 09°06'24" WEST, 143 80 FEET TO A POINT, THENCE;
(5) SOUTH 22°44'39" WEST, 202 71 FEET TO A POINT, THENCE;
(6) SOUTH 47°50'57" WEST, 51 65 FEET TO A POINT, THENCE;
(7) SOUTH 76°16'30" WEST, 62 70 FEET TO A POINT, THENCE,
(8) NORTH 86°51'57" WEST, 215.12 FEET TO A POINT, THENCE;
(9) SOUTH 64°24'17" WEST, 32.53 FEET TO THE POINT OF TERMINUS
IN THE NORTHERLY RIGHT OF WAY LINE OF EGYPT CHURCH ROAD.

SAID 45 FEET WIDE ACCESS EASEMENT CONTAINING WITHIN SAID BOUNDS 66,222 SQUARE FEET OR 1.520 ACRES.

SAID CONSERVATION EASEMENT AND ACCESS EASEMENT ARE MORE PARTICULARLY SHOWN ON MAP ENTITLED "CONSERVATION EASEMENT PLAT FOR DANIELS' FARMS WETLAND RESTORATION SITE," DATED AUGUST 1, 2003 AND REVISED AUGUST 20, 2003, BY KCI ASSOCIATES OF N.C , AND RECORDED IN BOOK OF MAPS 2003 , PAGE 245 , FRANKLIN COUNTY REGISTRY.

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Exhibit B

All that certain tract of land, containing 887.55 acres, more or less, known as the "Egypt Farm," in Lousburg Township, Franklin County, North Carolina, located on both sides of North Carolina Paved Road No. 1804, bounded now or formerly as follows: North by the Tar River and the lands of H. C. Kemp and Preston Woolard; East by the Tar River and the lands of Willie Brodie and John H. Ihire, III, South by Long Branch and the lands of C P. Southerland, E. C. Rogers and Elmo B. May, and West by the lands of Arthur Wright and J. S. Southerland, said tract of land being more particularly described as follows

BEGINNING at a stake in southerly edge of old road by pointers and runs North 18 degrees East 922 feet, crossing main road at 210 feet to a stake, thence North 29 1/4 degrees East 1570 feet to a stake; thence North 26 1/4 degrees East 1375 feet to canal, thence down and with said canal North 76 degrees East 750 feet to center of Tar River; thence down and with said river, its channel being the line first South 31 degrees East 225 feet; second, North 85 degrees East 198 feet, North 40 degrees East 360 feet, North 45 degrees East 200 feet, North 80 degrees East 50 feet; North 19 degrees East 320 feet, North 71 degrees East 520 feet; North 45 degrees East 890 feet; North 30 degrees West 300 feet, North 65 degrees East 400 feet, North 80 degrees East 700 feet, South 22 degrees East 645 feet; South 41 degrees East 700 feet, South 11 degrees East 700 feet, South 5 degrees West 300 feet, South 28 degrees East 320 feet, South 26 degrees West 390 feet, South 70 degrees West 285 feet, South 54 degrees West 110 feet, South 3 degrees East 240 feet, South 11 degrees West 400 feet, South 3 degrees West 1100 feet, South 25 degrees West 400 feet, South 33 degrees West 300 feet, South 65 degrees West 505 feet, South 26 degrees West 255 feet, South 13 degrees East 800 feet, South 23 degrees West 820 feet, South 20 degrees East 510 feet, South 10 degrees East 300 feet, South 3 degrees West 600 feet, South 16 degrees East 460 feet, South 33 degrees East 300 feet, South 14 degrees West 245 feet; to the mouth of Long Branch, thence up and with said branch, it being the line, first, North 45 degrees West 480 feet, North 74 degrees West 455 feet, South 32 degrees West 160 feet, North 82 degrees West 180 feet, South 74 degrees West 200 feet, South 62 degrees West 300 feet South 45 degrees West 830 feet, North 88 degrees West 380 feet, North 50 degrees West 710 feet, North 31 degrees West 1380 feet, North 50 degrees West 862 feet; North 74 degrees West 318 feet, North 47 1/2 degrees West 322 feet to a stake by pointers; thence North 3 degrees East 2141 feet to the BEGINNING, containing 887.55 acres, more or less; see deed from E. O Eakes to Gracie Currin Eakes recorded in Book 357, page 234, in the Office of the Register of Deeds for Franklin County, North Carolina, it being the land conveyed to Cora E. Pruitt by deed of Gracie Currin Eakes and husband recorded in Book 384, page 109, said Registry, and see also deed from Cora E Pruitt to J M Gregory recorded in Book 384, page 121, said Registry of Franklin County, North Carolina For further description see deed from J. M Gregory to George T. Robertson recorded in Book 400, at page 3, Franklin County Registry.