INDEXED

RETURNED TO: T. Dewey Mooring, Jr.
PO Box 158
LaGrange, NC 28551

Doc ID: 000108440007 Type: CRP
Recorded: 01/15/2003 at 11:50:33 AM
Fee Amt: $409.00 Page 1 of 7
Excise Tax: $377.00
WAYNE COUNTY, NC
DEBORAH C. LANE REGISTER OF DEEDS
BK 2023 PG 271-277

377.00
32.00

This instrument prepared by T. Dewey Mooring, Jr., Attorney at Law, La Grange, NC

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

COUNTY OF WAYNE

THIS CONSERVATION EASEMENT DEED, made this 14th day of January, 2003, by and between **ALEX RALPH CASEY, Widower** ("Grantor") and **Restoration Systems, LLC**, a North Carolina limited liability company, whose mailing address is 1101 Haynes Street, Suite 203, Raleigh, NC 27604 ("Grantee"). The designations Grantor and Grantee as used herein shall include said parties, their personal representatives, heirs, successors, assigns, lessee, 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 May 13, 2002, WRP issued a Request for Proposals for riparian buffer restoration in the Neuse River Basin ("the RFP"); and

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

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in New Hope Township, Wayne County, North Carolina (the "Grantor's Original Property"), and being more particularly described those certain parcels of land described as First Tract, Second Tract and Third Tract being conveyed to the Grantor by deed recorded in Deed Book 986 at Page 739 of the Wayne County Registry, North Carolina and that parcel of land described as Tract F being conveyed to Grantor by deed recorded in Deed Book 958 at Page 583 of the Wayne County Registry, North Carolina; and

WHEREAS, the Grantor's Original Property is suitable for Grantee's riparian buffer restoration project; and

WHEREAS, Grantor is willing to grant a Conservation Easement over a portion of Grantor's Original Property, referred to and described hereafter as the Easement Areas, thereby restricting and limiting the use of the Easement Areas 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 Grantor's Original Property, referred to hereafter as the Easement Areas, for the benefit of the people of North Carolina, and being all of the tracts of land as identified being more particularly described on Exhibit A attached hereto and made a part hereof by reference.

The purposes of this Conservation Easement are to maintain, restore, enhance, and create wetland and/or riparian resources in the Easement Areas 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 Areas in its natural condition, consistent with these purposes; and to prevent any use of the Easement Areas 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 Areas 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 Areas for the purposes thereof. Usage of motorized vehicles in the Easement Areas is prohibited.

B. Educational Uses. Grantor reserves the right to undeveloped educational uses and the right of access to the Easement Areas 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 Areas is prohibited. Notwithstanding the foregoing, Grantee expressly reserves the following rights: (i) the right to clear the Easement Areas 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, NC 27699-1619, demonstrating that the surface flow of waters within the Easement Areas is being impeded by the snags, and (b) all snags shall be removed by hand or cabled out of the Easement Areas to avoid impacts to vegetation, soil compaction

or other disturbance; and (ii) the right to clear and manage timber within the Easement Areas to the extent necessary to protect the natural environment in Areas where the Easement Areas 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 Areas, and shall be subject to prior approval by WRP.

D. Industrial Use. Industrial activities in the Easement Areas are prohibited.

E. Residential Use. Residential use of the Easement Areas is prohibited.

F. Commercial Use. Commercial activities in the Easement Areas are prohibited.

G. Agricultural Use. Agricultural use of the Easement Areas, 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 Areas.

I. Signs. No signs shall be permitted in the Easement Areas except interpretive signs describing restoration activities and the conservation values of the Easement Areas, signs identifying the owner of the Grantor's Original Property and the holder of the Conservation Easement, and signs giving directions or proscribing rules and regulations for the use of the Easement Areas.

J. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance or machinery, or other material in the Easement Areas 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 Areas 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 Areas 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 Areas and shall have the right of reasonable ingress and egress to the Easement Areas over the Grantor's Original Property, at all reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Areas. 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. In addition, Grantee, and authorized representatives of Grantee, shall have the right to enter the Easement Areas and

shall have the right of reasonable ingress and egress to the Easement Areas over the Grantor's Original 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 Areas 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 Grantor's Original 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 Grantor's Original 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 Grantor's Original Property, including the right to engage in or permit or invite others to engage in only those uses of the Easement Areas 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 Areas, and the right of quiet enjoyment of the Easement Areas.

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 set his hand and seal, the day and year first above written,

Alex Ralph Casey Sr. (SEAL)
ALEX RALPH CASEY, Widower

STATE OF NORTH CAROLINA
COUNTY OF Greene

I, Geneva T. Colie, a Notary Public in and for the County and State aforesaid, do hereby certify that **ALEX RALPH CASEY, Widower**, 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 notarial seal this the 14th day of January, 2003.

GENEVA T. COLIE NOTARY PUBLIC GREENE COUNTY, N.C.

(Notary Seal)

Geneva T. Colie
Notary Public

My commission expires: 11/25/2007

a. 1 [illegible] conservesmt wlntck
restsys

NORTH CAROLINA – Wayne County
The foregoing certificate of Geneva T. Colie
a notary public is certified to be correct.
Filed for registration this the 15th day of January, 20 03, at
11:50:33 o'clock A. M.

DEBORAH C. LANE, *Register of Deeds* By Angela G. Kittrell
Deputy/~~Assistant~~ Register of Deeds

Exhibit A to Conservation Easement Deed between Alex Ralph Casey, Widower, Grantor, and Restoration Systems, LLC, Grantee dated January 14, 2003

TRACT ONE: Being all of that 1.87 acres, more or less, as shown and depicted upon that survey plat entitled, "Survey for Restoration Systems, LLC," New Hope Township, Wayne County, North Carolina," dated December 11, 2002, prepared by K2 Design Group, PA, John A. Rudolph, PLS L-4194, and being of record in Plat Cabinet L, Slide 98-E, Wayne County Registry, to which reference is hereby made for a more complete and accurate description.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND REGRESS to the above-described 1.87 acre tract from NCSR 1724 (Casey Dairy Road) across Grantor's remaining acreage, being the remainder of Tract 10, containing 2.58 acres, as depicted on that map recorded in Plat Cabinet A, Slide 48-AB, Wayne County Registry. Said easement is to be 15-feet in width and shall be located along existing farm paths where possible. Grantee herein shall have no right to improve said easement by permanent pavement in the form of asphalt or concrete.

TRACT TWO: Being all of that 21.69 acres, more or less, as shown and depicted upon that survey plat entitled, "Conservation Easement Survey for Restoration Systems, LLC," New Hope Township, Wayne County, North Carolina," dated December 11, 2002, prepared by K2 Design Group, PA, John A. Rudolph, PLS L-4194, and being of record in Plat Cabinet L, Slide 98-D, Wayne County Registry, to which reference is hereby made for a more complete and accurate description.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND REGRESS to and from Ditchbank Road (NCSR 1726) and the above-described tract as well as other property acquired or to be acquired by Restoration Systems, LLC along Walnut Creek in New Hope Township, Wayne County, North Carolina, said easement being 20 feet in width and more particularly described as follows:

Beginning at an iron pipe (point of beginning) located in the northern right of way of Ditchbank Road (NCSR 1726). Said iron pipe being the following bearings and distances from NCGS Marker "Casey" with the grid coordinate N=580,285.1157' and E=2,328,558.1283', S. 22-35-35- W. 4,775.79 feet (grid), to an existing concrete marker in the northern right of way of Ditchbank Road (NCSR 1726). Said concrete marker being the southeasternmost corner of Alex Ralph Casey property as shown in Plat Cabinet A, Slide 48-AB (Tract F) and having NC Grid coordinate, N=575,875.8352' and E=2,326.723.3490'. Thence, along and with the northern right of way of Ditchbank Road, N. 58-22-05 W. 23.24 feet to an iron pipe, the point of beginning; thence, along the center line of said easement N. 36-52-30 E. 614.67 feet to an iron pipe; thence N. 26-03-27 E. 30.25 feet to an iron pipe; thence N. 04-33-28 W. 35.82 feet to an iron pipe; thence N. 48-06-14 W. 47.64 feet to an iron pipe; thence N. 59-05-21 W. 153.52 feet to an iron pipe; thence N. 32-32-15 W. 26.89 feet to an iron pipe; thence N. 16-31-06 E. 31.96 feet to an iron pipe; thence N. 35-18-44 E. 128.34 feet to an iron pipe; thence N. 43-14-50 E. 78.50 feet to an existing iron pipe, the point of ending; said iron pipe being the centerline beginning point of a 60-foot ingress, egress and regress easement as shown in Plat Cabinet L, Slide 98-D, Wayne County Registry. This iron pipe is further identified as being N. 54-03-56 W. 36.16 feet from an iron pipe set on the easternmost side of said 60-foot easement as shown in Plat Cabinet L, Slide 98-D, Wayne County Registry.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND REGRESS over a "Proposed 30' ingress, egress and regress easement (15' on each side of center line)" as depicted upon that survey entitled, "Conservation Easement Survey for Restoration Systems, LLC," New Hope Township, Wayne County, North Carolina," dated December 11, 2002, prepared by K2 Design Group, PA, John A. Rudolph, PLS L-4194, and being of record in Plat Cabinet L, Slide 98-D, Wayne County Registry, to which reference is hereby made for a more

complete and accurate description; said easement to as access for the property hereinabove described as well as other property acquired by Restoration Systems, LLC along Walnut Creek in New Hope Township, Wayne County, North Carolina.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND REGRESS over a "Proposed 60' ingress, egress and regress easement" as depicted upon that survey entitled, "Conservation Easement Survey for Restoration Systems, LLC," New Hope Township, Wayne County, North Carolina," dated December 11, 2002, prepared by K2 Design Group, PA, John A. Rudolph, PLS L-4194, and being of record in Plat Cabinet L, Slide 98-D, Wayne County Registry, to which reference is hereby made for a more complete and accurate description.

SUBJECT TO THE RIGHT OF GRANTOR for ingress, egress and regress over that "Proposed 60' ingress, egress and regress easement" as depicted upon that survey entitled, "Conservation Easement Survey for Restoration Systems, LLC," New Hope Township, Wayne County, North Carolina," dated December 11, 2002, prepared by K2 Design Group, PA, John A. Rudolph, PLS L-4194, and being of record in Plat Cabinet L, Slide 98-D, Wayne County Registry, to which reference is hereby made for a more complete and accurate description.

SUBJECT TO THE RIGHT OF GRANTOR for ingress, egress and regress over that "Proposed 20' ingress, egress, regress and irrigation easement" as depicted upon that survey entitled, "Conservation Easement Survey for Restoration Systems, LLC," New Hope Township, Wayne County, North Carolina," dated December 11, 2002, prepared by K2 Design Group, PA, John A. Rudolph, PLS L-4194, and being of record in Plat Cabinet L, Slide 98-D, Wayne County Registry, to which reference is hereby made for a more complete and accurate description.