DS 31.00

Issued Oct 30 2001
$31.00
State of North Carolina ASHE County
Real Estate Excise Tax
ID 7976

BK 268 PG 320

NORTH CAROLINA
ASHE COUNTY

FILED in ASHE County, NC
on Oct 30 2001 at 02:49:31 PM
by: SHIRLEY B. WALLACE
REGISTER OF DEEDS
BOOK 268 PAGE 320-328

CONSERVATION EASEMENT and EASEMENTS OF INGRESS AND EGRESS

THIS CONSERVATION EASEMENT and EASEMENTS OF INGRESS AND EGRESS, made this 3rd day of August, 2001, by and between Billie Kathern B. Perkins and husband John A. Perkins and Hazel Stringer Bare, Life Tenant; hereinafter called the "Grantor(s)" and the North Carolina Wildlife Resources Commission, Division of Inland Fisheries, 1721 Mail Service Center, Raleigh, NC 27699-1721, hereinafter called the "WRC," and administered by the North Carolina Department of Transportation, hereinafter called the "NCDOT," provides the following:

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain real property in Peak Creek Township of Ashe County, North Carolina, as more particularly described in Book 172, Page 1743 of the Ashe County Registry, North Carolina, which land is hereinafter referred to as "the Property";

WHEREAS, the NCDOT is an agency of the State of North Carolina whose purpose includes the construction of transportation projects for public use and who has the authority to acquire land for the purpose of mitigating environmental impacts of these transportation projects;

WHEREAS, the NCDOT desires to restore 2,150 feet of stream in Ashe County on the said Property through the WRC:

WHEREAS, the WRC is an agency of the State of North Carolina whose purposes include the restoration and conservation of open space and streams for stream mitigation purposes; is authorized by the laws of the State of North Carolina to accept, hold and administer conservation easements; and who has the authority to accept and is willing to accept this Conservation Easement from the Grantor under the terms and conditions hereinafter described;

WHEREAS, the Grantor is willing to grant a perpetual Conservation Easement over 3.02 acres of the Property (the Conservation Easement Area), thereby restricting and limiting the use of land within the Conservation Easement Area to the terms and conditions and for the purposes hereinafter set forth, and to further grant both a Temporary and Permanent Access Easement of Ingress and Egress to the Conservation Easement Area over 0.07 acres, upon and along the Property as more particularly set forth hereinafter;

WHEREAS, the Uniform Conservation and Historic Preservation Agreements Act, N.C.G.S. § 121-34 et. seq., provides for the enforceability of restrictions, easements, covenants or conditions appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use;

WHEREAS, the NCDOT, under a Section 404 permit granted by the U. S. Army Corps of Engineers (USACE), must conduct certain off-site trout stream enhancement to mitigate for impacts to trout streams resulting from the construction of US 421 from South Fork New River to East of the Blue Ridge Parkway (R-0529 BA, R-0529 BB & R-0529 BD);

WHEREAS, the NCDOT has entered into an agreement with the WRC to reimburse them for conducting the mitigation activities;

WHEREAS, the USACE has reviewed and approved the use of the Conservation Easement on the Property to mitigate for the stream impacts, and such will satisfy the said permit conditions after the completion of the stream monitoring period;

WHEREAS, the purposes of this Conservation Easement are to protect the mitigation activities performed by the WRC, to preserve and protect the conservation values of the Conservation Easement Area, to prevent any use of the Conservation Easement Area that will significantly impair or interfere with these purposes, and to maintain permanently the dominant woodland, scenic and natural character of the Conservation Easement Area designated on the Property as hereinafter described.

NOW THEREFORE, in consideration of the sum of Fifteen Thousand Four Hundred and Fifty Dollars ($15,450.00) and other valuable considerations to the Grantor in hand paid by the NCDOT,

the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, the Grantor hereby grants and conveys unto the WRC and its successors or assigns forever and in perpetuity a Conservation Easement, pursuant to the USACE Section 404 permit requirements, of the nature and character and to the extent hereinafter set forth, in respect to the land of the grantor situated in Ashe County, North Carolina, as described in **Exhibit A**, and hereinafter referred to as the "Conservation Easement Area"; together with a Temporary Access Easement of Ingress and Egress ("Temporary Access Easement") and a Permanent Access Easement of Ingress and Egress ("Permanent Access Easement") over and upon the remaining Property of the Grantors described in Book 172, Page 1743 of the Ashe County Registry as a means of ingress and egress to and from the Conservation Easement hereinabove described, as more particularly described in **Exhibit B.** For a plat of the above described Conservation Easement and Easements of Ingress and Egress, please see plat titled "Conservation Easement" recorded in Plat Book **6**, Page **031** of the Ashe County Registry.

The terms, conditions and restrictions of the Conservation Easement are as hereinafter set forth:

ARTICLE I. DURATION OF EASEMENTS; ACCESS

A. Conservation Easement. This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land and is enforceable by the WRC or its successors and/or assigns against the Grantor(s), Grantor(s) heirs, devisees, successors and assigns, lessees, agents and licensees.

B. Temporary Access Easement. It is specifically understood by all parties to this document that a Temporary Access Easement over the Property, as described more particularly in **Exhibit B**, will be valid until the completion of the construction and monitoring of the stream mitigation project within the Conservation Easement Area of said Property of the Grantor. The NCDOT, the WRC, and authorized representatives of the WRC, shall have the right to access the Conservation Easement Area through the Property over this Temporary Access Easement in order to conduct the mitigation activities, and shall have the right to place equipment and materials on the Temporary Access Easement. Upon completion of the monitoring period of said stream mitigation project, as described in **Exhibit C**, the Conceptual Restoration Plan, the Temporary Access Easement will dissolve and no longer be a part of the Conservation Easement and this document.

C. Permanent Access Easement. In addition to the access provided by the Temporary Access Easement described above, and continuing in perpetuity after said Temporary Access Easement has dissolved, the NCDOT, the WRC, and authorized representatives of the WRC, shall have the right in perpetuity to enter the Conservation Easement Area through the Property over this Permanent Access Easement, as described more particularly in **Exhibit B**, at all reasonable times to undertake additional mitigation activities as determined to be necessary by the NCDOT or WRC.

Further, the NCDOT, the WRC, and authorized representatives of the WRC, shall have the right in perpetuity to enter the Conservation Easement Area through the Property over this Permanent Access Easement in perpetuity, at all reasonable times, for the purpose of inspecting said Conservation Easement Area to determine if the Grantor is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The NCDOT or WRC will notify the Grantor by phone, email, or other correspondence before entering the Property for this purpose. However, if the NCDOT or WRC in its sole discretion determines that circumstances require immediate entry, such party is not required to notify Grantor prior to entry but will notify Grantor within two business days of such entry.

D. Public Access. The easement rights granted herein do not include public access rights. However, the public has the right to view the Conservation Easement Area from any adjacent publicly accessible area.

ARTICLE II. PROHIBITED, RESTRICTED AND RESERVED ACTIVITIES

Any activity on, or use of, the designated Conservation Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of the Conservation Easement. The Conservation Easement Area shall be maintained in its natural, scenic and open condition and restricted from any development that would significantly impair or interfere with the conservation values of this Conservation Easement Area. Any rights not expressly reserved hereunder by the Grantor have been acquired by the WRC.

Without limiting the generality of the foregoing, the following activities and uses are

expressly prohibited, restricted or reserved as indicated hereunder:

1. Disturbance of Natural Features. Any changes, disturbance, alteration or impairment of the natural, scenic and aesthetic features of the Conservation Easement Area or any introduction of non-native plants and/or animal species is prohibited unless the WRC shall give its prior written consent or unless otherwise expressly permitted herein.

2. Agricultural, Grazing and Horticultural Use. Agricultural, grazing and horticultural use, including landscaping, of the Conservation Easement Area is prohibited. Livestock shall only cross at areas appointed and agreed upon in the Conceptual Restoration Plan. Grantors may have limited access to the Conservation Easement Area for the purpose of operating irrigation pumps. Access for irrigation pumping should not exceed a total of 20 linear feet over 1000 linear feet of the easement. If a pumping station is moved the Grantor should revegetated the old pump site with woody vegetation and a vegetative ground cover. When the right to pumping access is exercised the Grantor shall notify the WRC in writing at the address shown above within 3 business days of such access so that pumping sites can be noted on easement maps. In an emergency situation, in which no other water source is available, livestock may access the stream for water. Such emergency access is limited to one side of the stream for a length not to exceed 30 linear feet and the Grantor shall notify the WRC in writing at the address shown above within 3 business days of such access. Any stream bank damage caused by emergency livestock access will be repaired by the Grantor to a standard defined by the conditions found in adjacent areas where livestock did not access the stream. The WRC will evaluate the site to insure and determine if the standard has been met.

3. Stream Crossings. The Grantor, for himself, his successors, assigns, invitees and licensees, hereby reserves the right to maintain the stream crossings shown in the Conceptual Restoration Plan, attached hereto as **Exhibit C.** Specifically for this property this includes 2 crossings of an unnamed tributary to Peak Creek. This reservation includes the right to construct a crossing of any design that the Grantor may choose, at existing crossing locations. These crossings will not be wider than twenty-five (25) feet, will be constructed in such a way that minimizes negative impacts to the stream and riparian vegetation and will be done with all necessary state and federal permits. The WRC may agree to the Grantor moving existing stream crossings, installing new crossings or widening the existing stream crossings and construction and access easements, if needed in the future, provided that any such request is consistent with the purposes of this Conservation Easement and the Grantor obtains prior written approval from the WRC. These crossings and construction and access easements shall not exceed a width of fifty (50) feet and will be constructed in such a way that minimizes negative impacts to the stream and riparian vegetation.

4. Silvicultural Use and Land Clearing. There may be no destruction or cutting of trees or plants in the Conservation Easement Area, except in accordance with the Conceptual Restoration Plan, attached hereto as **Exhibit C**, or upon written approval of the WRC. The gathering of firewood in the Conservation Easement Area shall be limited to dead trees, such that the gathering is consistent with purposes of this Conservation Easement. Removal of large live trees and nonnative invasive vegetation may be allowed in some cases provided that any such request is consistent with the purposes of this Conservation Easement and the Grantor obtains prior written approval from the WRC.

5. Hunting and Fishing. Grantor expressly reserves the right to hunt and fish on the Conservation Easement Area and to control access of all persons for the purpose of hunting and fishing; provided that these activities do not impact the protection and conservation of any wildlife habitat or other conservation values of the Conservation Easement Area.

6. 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 Conservation Easement Area is prohibited.

7. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other material, and no change in the topography of the land in any manner on the Conservation Easement Area nor shall there be any activities conducted on the Conservation Easement Area or on adjacent property if owned by the Grantor and their successors which would cause erosion or siltation on the Conservation Easement Area.

8. Industrial Use. Industrial activities in the Conservation Easement Area are prohibited.

9. Residential Use. Residential use of the Conservation Easement Area is prohibited.

10. Commercial Use. Commercial activities in the Conservation Easement Area are prohibited

11. New Construction. There shall be no building, shed, facility, mobile home, or other structure constructed or placed in the Conservation Easement Area; provided, however, that the WRC expressly reserves the right to install, operate and maintain structures for the purpose of reestablishing, protecting, and enhancing stream functional values, including those described in the Conceptual Restoration Plan, **Exhibit C**, for the Conservation Easement Area.

12. Signs. No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation 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 Conservation Easement Area.

13. Subdivision. Subdivision, partitioning, or dividing the Conservation Easement Area is prohibited.

14. 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.

15. Utilities. The installation of utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities, is prohibited. If there are existing utility easements (rights of way) located in the Conservation Easement Area or affecting the Conservation Easement, Grantor shall notify the WRC if right of way clearing or other work in the Conservation Easement Area is scheduled by the utility.

16. Water Quality and Drainage Pattern. Grantor shall conduct no activities in the Conservation Easement Area that would be detrimental to water purity or to any of the plants or habitats within the Conservation Easement Area, or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Conservation Easement Area, or cause soil degradation or erosion. Diking, dredging, alteration, draining, filling or removal of wetlands or stream by the Grantor is prohibited. In addition, Grantor is prohibited from diverting or causing or permitting the diversion of surface or underground water into, within or out of the Conservation Easement Area by any means; polluting or discharging into waters, springs, seeps, or wetlands; or using pesticides or biocides in the Conservation Easement Area unless agreed to in writing by the WRC.

17. Grantor's Rights. The Grantor, for themselves, their successors, assigns, invitees and licensees, hereby reserves the right to quiet enjoyment of the Conservation Easement Area; the right of ingress and egress to the Conservation Easement Area and all adjacent property of the Grantor; the right to continue such uses as exists as of the date of this grant not inconsistent with this Conservation Easement; and the right to sell, transfer, gift or otherwise convey the Conservation Easement Area, in whole, provided such sale, transfer or gift conveyance is subject to the terms of this Conservation Easement and written notice is provided to the WRC in accordance with the provisions herein below.

18. WRC's Rights. The WRC reserves the right to use the Conservation Easement Area in any way necessary, consistent with the terms herein, to undertake any activities to protect, restore, manage, maintain, or enhance stream functional values, and monitor the restoration resources, as described in the Conceptual Restoration Plan (**Exhibit C**) for the Conservation Easement Area, in order to mitigate for impacts to streams resulting from road construction. These mitigation activities include, but are not limited to, construction of new stream channels; restoration/stabilization of existing stream channels; installation of natural and man-made materials as needed to direct in-stream, above ground, and subterraneous water flow; planting of trees, shrubs and herbaceous vegetation; collecting live cuttings; and utilization of heavy equipment to grade, fill, and prepare the soil. The WRC further reserves the right to monitor the results of the mitigation activities in perpetuity and to repair or restore any damage to the Conservation Easement Area occurring after initial completion of the construction associated with mitigation activities.

ARTICLE III. ENFORCEMENT AND REMEDIES

Nothing contained herein shall be construed to entitle the Grantor or WRC to bring any action against the other party for any injury or change in the Property resulting from causes beyond the control of either party, including fire, flood, storm, war, acts of God or third parties, or from any prudent action taken in good faith by either party under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Conservation Easement Area resulting from such causes, in accordance hereunder.

The WRC has the right to prevent any action on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use. If the WRC determines that the Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, WRC shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Conservation Easement Area resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Conservation Easement Area so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from WRC, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, WRC may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of conservation values, and to require the restoration of the Conservation Easement Area to the condition that existed prior to any such injury. If the WRC, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Conservation Easement Area, the WRC may pursue its remedies without prior notice to the Grantor. WRC shall exercise reasonable efforts to notify the Grantor and shall, in any event, notify Grantor within two business days after action is taken to explain the action undertaken.

WRC's remedies shall be cumulative and shall be in addition to any other rights and remedies available to WRC at law or equity. Any cost incurred by WRC in enforcing the terms of this Conservation Easement against Grantor or its successors or assigns, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor.

No failure on the part of the WRC to enforce any covenant or provision hereof shall be a waiver to discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of WRC to enforce the same in the event of a subsequent breach or default.

The Grantor reserves the right to take action against the WRC for use of the Conservation Easement Area in a way that is inconsistent with the purpose of this Conservation Easement. Any cost incurred by Grantor in enforcing the terms of this Conservation Easement against WRC or its successors or assigns, including, without limitation, costs of suit and attorney's fees, shall be borne by WRC.

ARTICLE IV. MISCELLANEOUS

A. Amendments. The NCDOT, WRC and Grantor may amend this Conservation Easement, Temporary Access Easement, or Permanent Access Easement only by a jointly executed written agreement, and provided that no amendment will be allowed that is inconsistent with the purposes stated herein, and provided that it is approved by the USACE.

B. Exhibits. The attached Exhibit A, Exhibit B, Exhibit C and Plat recorded in Plat Book **6**, Page **031** of the Ashe County Registry are incorporated in and made a part of this instrument by reference. The parties acknowledge that the Conceptual Restoration Plan, developed by a WRC biologist and dated March 2001 (Exhibit C), a copy of which is on file at the office of the NCDOT and the WRC, and which is also attached hereto and incorporated herein, describes the plan for mitigation activities in the Conservation Easement Area.

C. Title. The Grantors covenant and represent that the Grantors are the sole owner and

are seized of the Property in fee simple and have good right to grant and convey the aforesaid Conservation Easement and Temporary and Permanent Access Easements of Ingress and Egress; that the Conservation Easement Area and Temporary and Permanent Access Easements are free and clear of any and all encumbrances, except easement and leases of record or in effect by prescriptive rights as of the date hereto, and Grantors covenant that the WRC shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid easements conveyed. The easements conveyed herein shall run with the land and must be made part of any transfer of title by the Grantors.

D. Notification. Except as otherwise provided herein, 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.

E. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and Easements of Ingress and Egress and supersedes all prior discussions, negotiations, understandings or agreements relating to the said easements. 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 is found to be invalid, shall not be affected thereby.

F. Recording. The NCDOT shall record this instrument and any amendment hereto in timely fashion with the Office of the Register or Deeds of Ashe County, North Carolina, and may re-record it at any time as may be required to preserve its right under this Conservation Easement.

G. Costs and Liabilities. The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish WRC with satisfactory evidence of payment upon request.

H. Construction of Terms. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. ɔ 121-34, which authorizes the creation of Conservation Easements for purposes including those set forth in the recitals herein, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

I. Authorized Representative. All parties agree that the NCDOT is an authorized representative of the WRC for purposes of this Conservation Easement and Easements of Ingress and Egress.

J. Conservation Purpose. The WRC, for themselves, and their successors and assigns agree that this Conservation Easement shall be held exclusively for conservation purposes. The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, provided, however, that the WRC hereby covenants and agrees that in the event they transfer or assign this Conservation Easement they hold under, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) and section 2301 of the Internal Revenue Code, and the WRC 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 to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance, set forth in the Recitals herein.

TO HAVE AND TO HOLD the aforesaid Conservation Easement and Easement of Ingress and Egress unto the NORTH CAROLINA WILDLIFE RESOURCES COMMISSION, its successors and assigns, forever. The rights and obligations set forth herein shall inure to and be binding upon the Grantor and the WRC, their heirs, executors, NCDOTs, assigns and successors in title or interest.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused this instrument to be signed in their respective names by authority duly given, the day and year first above written.

GRANTOR(S):

Hazel Stringer Bare (Seal) _____ (Seal)
Hazel Stringer Bare

_____ (Seal) _____ (Seal)

Billie Kathern B. Perkins (Seal) John A. Perkins (Seal)
Billie Kathern B. Perkins John A. Perkins

NORTH CAROLINA, COUNTY OF Ashe

I, Anthony A. Adams a Notary Public of Alexander County do hereby certify that Hazel Stringer Bare, Life Tenant Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3 day of August, 2001.

Anthony A. Adams My Commission Expires: 2-20-2005
Notary Public

✓ STATE OF Virginia, COUNTY OF Augusta

I, Brenda M. Clark a Notary Public of Augusta County do hereby certify that Billie Kathern B. Perkins and Husband John A. Perkins, Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9th day of August, 2001.

Brenda M Clark My Commission Expires: July 31, 2002
Notary Public

NCDOT:
ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

OCT 23 2001
name and title ASS'T MANAGER OF RIGHT OF WAY

NORTH CAROLINA, COUNTY OF _____

I, _____ a Notary Public of _____ County do hereby certify that _____, _____, of the North Carolina Department of Transportation, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ____ day of _____, 2001.

_____ My Commission Expires: _____
Notary Public

WRC:
ACCEPTED FOR THE WILDLIFE RESOURCES COMMISSION BY:

Fred A. Harris, Chief of Inland Fisheries
name and title

NORTH CAROLINA, COUNTY OF Wake

I, Linda L. Levine a Notary Public of Wake County do hereby certify that Fred A. Harris, Chief of Inland Fisheries, of the North Carolina Wildlife Resources Commission, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 4 day of September 2001.

Linda L. Levine My Commission Expires: 3/7/2005
Notary Public

The foregoing Certificate(s) of /Anthony A. Adams, Brenda M. Clark & Linda L. Levine, all Notaries Public as stated ~~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. This the 30th day of October, 2001.

Shirley B. Wallace
Register of Deeds For ~~Wilkes County~~ XXX

BY: Deaett R. Roten
Deputy/~~Assistant~~ Register of Deeds

"EXHIBIT A"

CONSERVATION EASEMENT NO. 1, CONSERVATION EASEMENT NO. 2 AND CONSERVATION EASEMENT NO. 3 – PARCEL #704WM - BILLIE K. PERKINS (HAZEL R. BARE - LIFE ESTATE)

The conservation easement area shown as **Conservation Easement No. 1, Conservation Easement No. 2 and Conservation Easement No. 3** of **Parcel #704WM** of **Billie K. Perkins (Hazel R. Bare – Life Estate)**, being more particularly shown and described on a plat entitled Survey of Conservation Easement and being recorded in Plat Book 6 Page 031 of the Ashe County Registry.

"EXHIBIT B"

ARTICLE I. DURATION OF EASEMENTS; ACCESS

B. Temporary Access Easement

The NCDOT, and authorized representatives of the WRC shall have the right to go upon the property of the grantor(s), as referred to within this document, to the extent necessary to implement the work shown and described in the properties Conceptual Restoration Plan, Exhibit C.

C. Permanent Access Easement

The NCDOT, the WRC, and authorized representatives of the WRC shall have the right in perpetuity to enter the Conservation Easement Area via a 20 foot permanent access easement beginning at a point in the existing northwestern right of way boundary of NC Highway 88 and extending in a northwesterly direction to the conservation easement. For a more specific location of said 20 foot permanent access easement see plat titled "Conservation Easement" recorded in Plat Book 6, Page 031 of the Ashe County Registry.