PRMUSACE - River's Edge

Perquimans County

Project ID #100617

This property portfolio has been created for the NC DEQ Division of Mitigation Services. It includes real property documents related to compensatory mitigation. Typical documents include recorded conservation easements, warranty deeds, and plats. Other relevant legal documents and illustrations are incorporated when they provide insight to the intended audience of land stewards, landowners and program personnel.

NORTH CAROLINA
Department of Environmental Quality

Filed in PERQUIMANS County,
on 4/22/2008,at 03:16:04PM
by DEBORAH S. REED
REGISTER OF DEEDS
Book 345 Page 625

08-187

PERQUIMANS COUNTY
LAND TRANSFER TAX
AMOUNT $ Ø.00 FH
PAID $ Ø.00 P

STATE OF NORTH CAROLINA

PERQUIMANS COUNTY
SPO File Number 72-16.2
Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

CONSERVATION EASEMENT
(Phase 2 Rivers Edge)

THIS CONSERVATION EASEMENT DEED, made this 14th day of April, 2008, by **River's Edge POA, Inc.**, a North Carolina non-profit corporation (hereinafter "REPOA") as successor to Coastal Land Development (See Deed Book 311 Page 863 Perquimans County Registry) ("**Grantor**"), whose mailing address is 201 Lane Drive, Elizabeth City, North Carolina 27909, to the **State of North Carolina**, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include 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. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving 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 State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington

District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was 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, Grantor owns in fee simple certain real property situated, lying, and being in New Hope Township, Perquimans County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 120 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 265 at Page 590** and **Deed Book 311 at page 863** of the Perquimans County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of the Little River.

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 a described area of the Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tract of land containing 6.85 acres and identified on a plat of survey entitled "Conservation Easement, Phase 2, The Rivers Edge" dated November 9, 2006, certified by Josiah A. Webb, III, P.L.S., and **recorded in Plat Cabinet 2, Slide 172, Map #6** Perquimans County Registry. Said "Easement Area" is more particularly described as follows:

> ***BEGINNING AT A POINT located North 38 deg 00 min 41 sec West, 700.87 feet as measured along the west line of Lot 60, Phase 2, The Rivers Edge and the west line of the original tract of land conveyed by Sterling Colson, unmarried to Coastal Land Development by deed dated May 27, 2004 of record in Book 265, Page 590 of the Perquimans County Public Registry (incorporated by reference) from the southwest corner of sail Lot 60, Phase 2, The Rivers Edge and the Colson-Coastal Land Development, Inc. tract; thence from said point of beginning South 38 deg 00 min 41 sec East, 622.05 feet to a point which is the southeast corner of said Lot 60, Phase 2, The Rivers Edge and the Colson-Coastal Land Development, Inc. tract; ; thence cornering North 39 deg 31 min 19 sec East, 482.71 feet along the west line of the Colson-Coastal Land Development, Inc. tract to a point marking the southwest corner of Lot 55, Phase 2, The Rivers Edge; thence from said point and continuing along the west line of said Lot 55, Phase 2, The Rivers Edge and the west line of the Colson-Coastal Land Development, Inc. tract North 39 deg 31 min 19 sec East, 413.45 feet to a point marking the southeast corner of Lot 55, Phase 2, The***

Rivers Edge at the edge of the Little River; thence from said point and along the north line of Lot 55, Phase 2, The Rivers Edge and the high water mark of the Little River North 36 deg 56 min 23 sec West, 19.13 feet to a point; thence from said point North 79 deg 32 min 28 sec West, 87.24 feet to a point; thence from said point South 11 deg 46 min 21 sec West, 64.23 feet to a point; thence from said point South 51 deg 45 min 08 sec West, 288.00 feet to a point; thence from said point North 40 deg 33 min 44 sec West, 100.11 feet to a point; thence from said point South 65 deg 29 min 07 sec West, 11.62 feet to a point; thence from said point North 65 deg 40 min 07 sec West, 54.54 feet to a point; thence from said point North 45 deg 09 min 57 sec West, 66.97 feet to a point; thence from said point North 53 deg 23 min 16 sec West, 76.25 feet to a point; thence from said point North 21 deg 49 min 45 sec West, 71.73 feet to a point; thence from said point North 64 deg 56 min 12 sec West, 104.02 feet to a point; thence from said point North 56 deg 38 min 15 sec West, 46.13 feet to a point; thence from said point South 56 deg 47 min 26 sec West, 45.46 feet to a point; thence from said point South 82 deg 29 min 12 sec East, 51.01 feet to a point; thence from said point South 38 deg 00 min 41 sec East, 31.90 feet to a point; thence from said point South 38 deg 00 min 41 sec East, 45.11 feet to a point; thence cornering from said point South 51 deg 59 min 59 sec West, 359.46 feet to the POINT AND PLACE OF BEGINNING. Same consisting of 298,293 square feet or 6.85 acres and constituting the Conversation Easement Area dedicated to the N.C. Ecosystem Enhancement Program.

The purposes of this Conservation Easement are to maintain, restore, enhance, create and preserve wetland and/or riparian resources in the Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITES

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. See Additional Declaration of Covenants, Conditions, and Restrictions for the Rivers Edge Subdivision recorded in Deed Book 338 at Page 254 in the Perquimans County Registry which modifies the original Restrictive Covenants recorded in Deed Book 274 at Page 572 of same registry to be subordinate

to the allowed uses within this Conservation Easement Document for the 6.85 acre Conservation Easement Area described above only.

The following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads.

B. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area.

E. Agricultural Use. All agricultural uses within the Easement Area including any use for cropland, waste lagoons, or pastureland are prohibited.

F. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area.

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Area. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

H. Signs. No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area may be allowed.

I. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material in the Easement Area is prohibited.

J. 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.

K. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. Subdivision and Conveyance. No further subdivision, partitioning, or dividing of the Easement Area is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future transfer of the remaining fee simple rights shall be subject to this Conservation Easement. Any transfer is subject to the Grantee's right of ingress, egress, and regress over and across the Property to the Easement Area for the purposes set forth herein.

M. Development Rights. All development rights are removed from the Easement Area and shall not be transferred.

N. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

The 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. The Grantor shall not vary from the above restrictions without first obtaining written approval from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

A. Ingress, Egress, Regress and Inspection. The Grantee, its employees and agents, successors and assigns, receive the perpetual right of general ingress, egress, and regress to the Easement Area over the Property at reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. Restoration Activities. 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, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, their successors or assigns, for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's 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 the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, their successors or assigns, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

V. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of N.C. Gen. Stat. 143-214.8 et seq., the Ecosystem Enhancement 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 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 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 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 Property is conveyed subject to the Conservation Easement herein created.

E. 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.

F. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee 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 in perpetuity the conservation purposes described in this document.

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the 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 the State of North Carolina for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation 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 executed this Conservation Easement, the day and year first above written.

RIVER'S EDGE POA, INC.

BY: Robert T. Farris
Robert T. Farris, President

NORTH CAROLINA

COUNTY OF Pasquotank

I, Lisa S. Seper, a Notary Public, certify that Robert T. Farris personally came before me this day and acknowledged that he/she is President of **The River's Edge POA, Inc**, a North Carolina Corporation, and that he/she, as President, being authorized so to do, executed the foregoing instrument on behalf of the corporation.

Witness my hand and seal this 14 day of April, 2008.

Lisa S. Seper
Notary Public
Printed Name: Lisa S. Seper

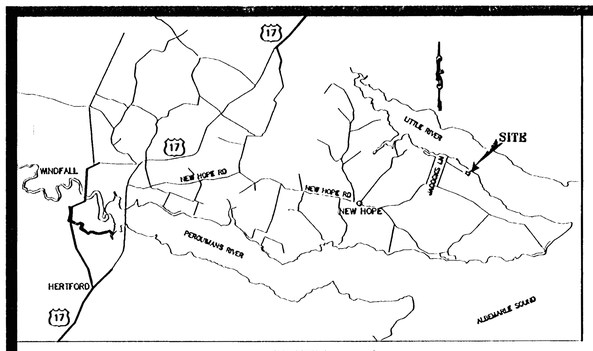
(AFFIX NOTARY SEAL)

My commission expires: 8/12/12

LISA S. SEPER
NOTARY
PUBLIC
CURRITUCK COUNTY, NC

Hood\riversedgeEEPEasement#2.Word

PC 2 Slide 172 Map # 6



VICINITY MAP
1" = 20,000'

STATE OF NORTH CAROLINA
COUNTY OF PERQUIMANS

I, Kimberly A Bray, REVIEW OFFICER OF PERQUIMANS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

April 18, 08 — Kimberly A Bray
DATE — REVIEW OFFICER

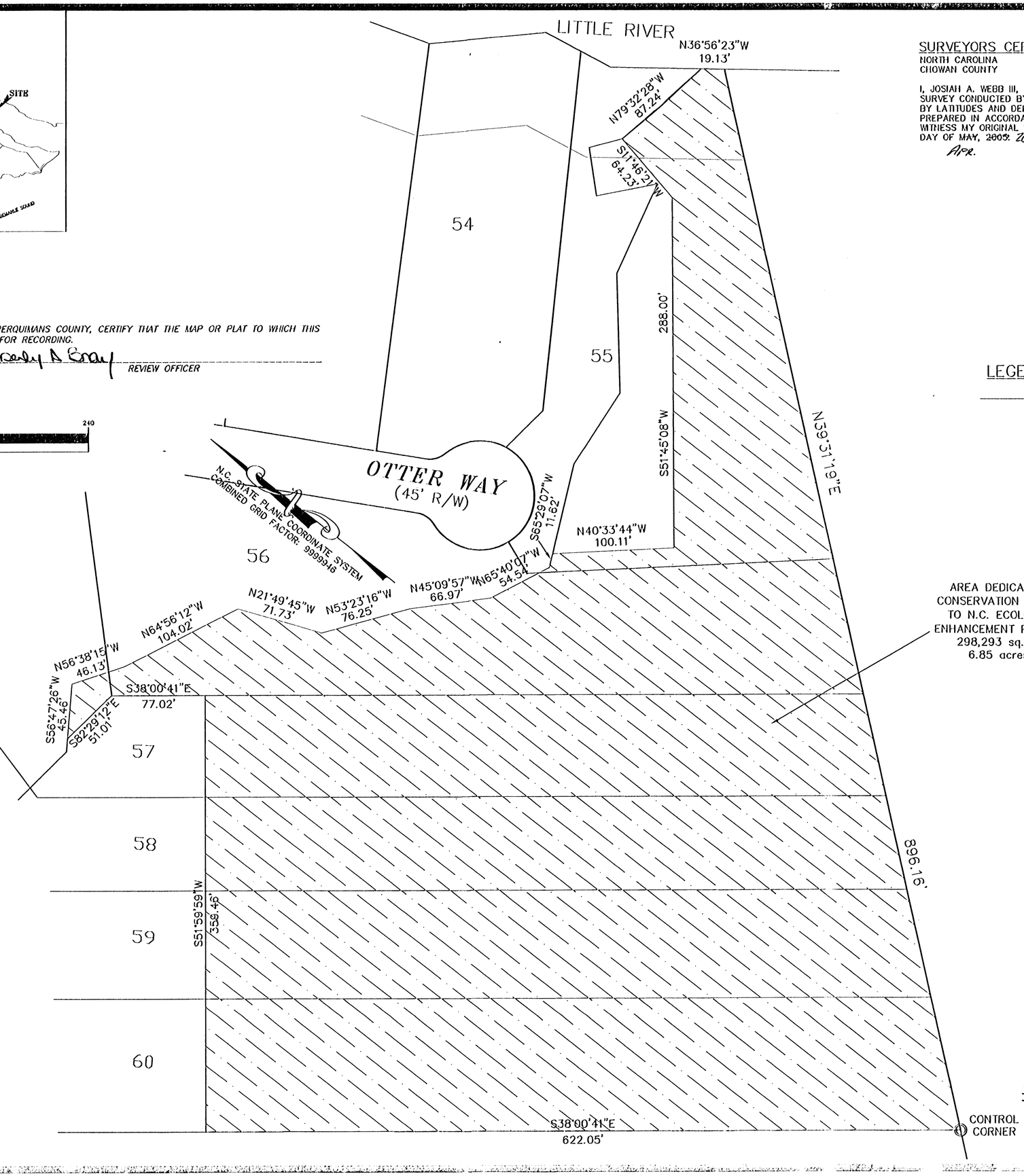
GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

FILED in PERQUIMANS County, NC
on Apr 18 2008 at 09:57:34 AM
by: DEBORAH S. REED
REGISTER OF DEEDS
By Jacqueline D. Iverson
Asst

THIS SURVEY IS AN EXCEPTION TO THE PERQUIMANS CO. SUBDIVISION ORDINANCE DEFINITION OF A SUBDIVISION.



AREA DEDICATED FOR CONSERVATION EASEMENT TO N.C. ECOLOGICAL ENHANCEMENT PROGRAM
298,293 sq. ft.
6.85 acres

SURVEYORS CERTIFICATE
NORTH CAROLINA
CHOWAN COUNTY

I, JOSIAH A. WEBB III, CERTIFY THAT THIS PLAT WAS DRAWN FROM AN ACTUAL SURVEY CONDUCTED BY ME, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000+ AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17 DAY OF MAY, ~~2005~~ 2008.
APR.

Josiah A. Webb, III.
JOSIAH A. WEBB III L-2989 EDENTON, N.C.
P.O. BOX 381, EDENTON, N.C. 27932-0381

NORTH CAROLINA PROFESSIONAL SEAL L-2989 LAND SURVEYOR JOSIAH A. WEBB, III

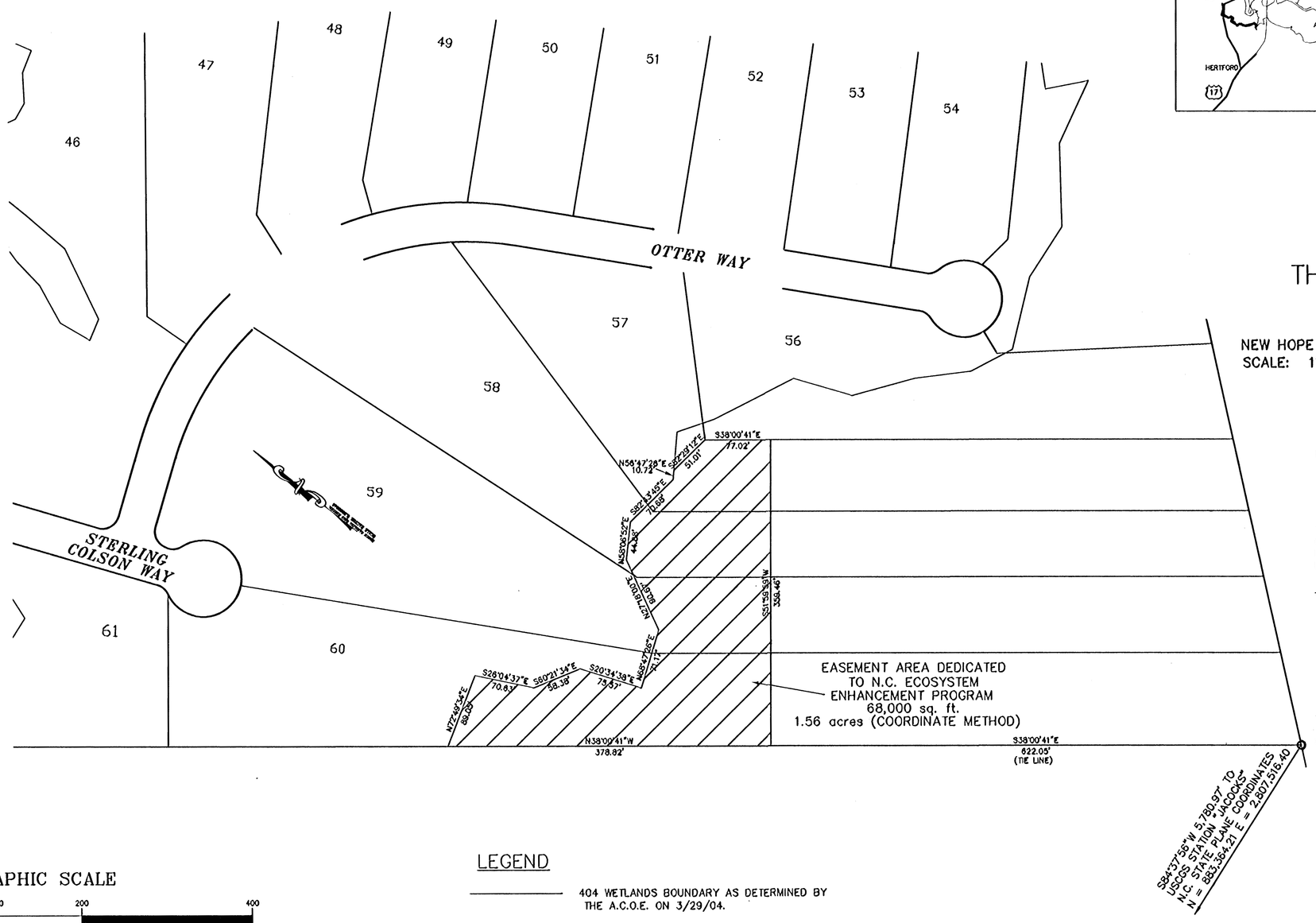
LEGEND

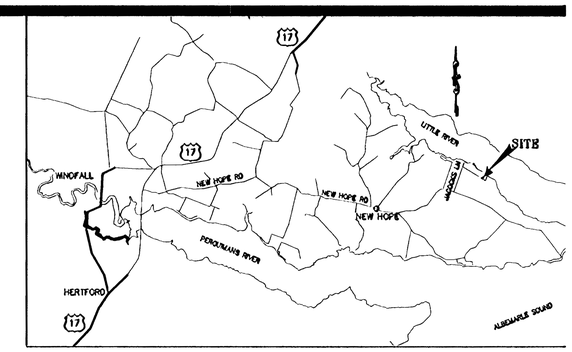
404 WETLANDS BOUNDARY AS DETERMINED BY THE A.C.O.E. ON 3/29/04.

REFERENCE: PC 2, SL. 141, MAP 4

ENVIRONMENTAL EASEMENT 2
PHASE 2
THE RIVERS EDGE
A 61 LOT SUBDIVISION
NEW HOPE TWSP. PERQUIMANS Co. N.C.
SCALE: 1"=60' APRIL 17, 2008

201 Lane Drive
Elizabeth City, N.C. 27909
Phone: 252-264-3222
Fax: 252-264-3022





VICINITY MAP
1" = 20,000'

ENVIRONMENTAL EASEMENT
PHASE 2

THE RIVERS EDGE

A 61 LOT SUBDIVISION

NEW HOPE TOWNSHIP – PERQUIMANS CO. – N.C.
SCALE: 1" = 100' SEPTEMBER 17, 2005

REFERENCES: DEED BK. 40, PG. 252
DEED BK. 54, PG. 355
DEED BK. 59, PG. 302

THIS SURVEY IS FOR PURPOSES OF CONVEYANCE OF AN EASEMENT ONLY, AND IS THEREFORE AN EXCEPTION TO THE PERQUIMANS COUNTY SUB-DIVISION ORDINANCE.

Josiah A. Webb, III.

CONTROL CORNER: FOUND IRON PIN
N.C. STATE PLANE COORDINATES:
N = 883,903.01 E = 2,813,272.02

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

404 WETLANDS BOUNDARY AS DETERMINED BY THE A.C.O.E. ON 3/29/04.

STATE OF NORTH CAROLINA
COUNTY OF PERQUIMANS

I, Beverly Gregory, REVIEW OFFICER OF PERQUIMANS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

9.19.05
DATE

Beverly Gregory
REVIEW OFFICER

FILED in PERQUIMANS County, NC
on Sep 19 2005 at 08:57:38 AM
by: DEBORAH S. REED
REGISTER OF DEEDS

PC 2 Slide 138 Map # 5

By: Donna H. Phelps, Deputy

NORTH CAROLINA PROFESSIONAL SEAL L-2989 LAND SURVEYOR JOSIAH A. WEBB, III

SURVEYORS CERTIFICATE
NORTH CAROLINA
CHOWAN COUNTY

I, JOSIAH A. WEBB III, CERTIFY THAT THIS PLAT WAS DRAWN FROM AN ACTUAL SURVEY CONDUCTED BY ME, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000+ AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17 DAY OF ~~MAY~~ SEPT., 2005.

Josiah A. Webb, III.
JOSIAH A. WEBB III L-2989 EDENTON, N.C.

CIE Solutions
201 Lane Drive
Elizabeth City, N.C. 27909
Phone: 252-264-3222
Fax: 252-264-3022

O:\Land Projects 02\CESolutions\Colson\Colson Filing\ColsonFilingTS.dwg 09/16/2005 03:45:55 PM EDT

FILED in PERQUIMANS County, NC
on Sep 19 2005 at 09:00:18 AM
by: DEBORAH S. REED
REGISTER OF DEEDS
BOOK 293 PAGE 743

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

PERQUIMANS COUNTY

SPO File Number 72-j
Prepared by: Office of the Attorney General
Property Control Section
Return to: Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS CONSERVATION EASEMENT DEED, made this 19th day of September, 2005, by **COASTAL LAND DEVELOPMENT, INC.**, ("**Grantor**"), to the **STATE OF NORTH CAROLINA,** ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include 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. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving 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 State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was 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. Gen. Stat. § 143-214.8, two of the components of the Ecosystem Enhancement 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 New Hope Township, Perquimans County, North Carolina (the "**Protected Property**"), and being more particularly described as that certain parcel of land containing approximately 119.86 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 265 at Page 590** of the Perquimans County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of the Little River.

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 a described area of the Protected Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tract of land as identified as "Easement Area Dedicated To N.C. Ecosystem Enhancement Program 68,000 sq. ft. or 1.56 acres" as shown on a plat of survey entitled "Environmental Easement Phase 2 The Rivers Edge" prepared by Josiah A. Webb, III, PLS, L-2989 and **recorded in Plat Cabinet** 2 **, Slide** 138 MAPS, Perquimans County Registry and being more particularly described as follows:

New Hope Township, Perquimans County, North Carolina
BEGINNING AT A POINT located North 38 d 00' 41" West, 622.05 feet as measured along the west line of Lot 60, Phase 2, The Rivers Edge and the west line of the original tract of land conveyed by Sterling Colson, unmarried to Coastal Land Development by deed dated May 27, 2004 of record in Book 265, Page 590 of the Perquimans County Public Registry (incorporated by reference) from the southwest corner of said Lot 60, Phase 2, The Rivers Edge and Colson-Coastal Land Development, Inc. tract; thence from said point of beginning North 38 d 00' 41" West, 378.82 feet along the west line of Lot 60, Phase 2, The Rivers Edge and the west line of the original Colson-Coastal Land Development, Inc. tract to a point; thence from said point the following courses and distances along the edge of the 404 Wetlands boundary as determined by the Army Corps of Engineers on March 29, 2004: North 72 d 49' 34" East, 89.05 feet; South 26 d 04' 37" East, 70.63 feet; South 60 d 21' 34" East, 58.38 feet; South 20 d 34' 38" East, 75.57 feet; North 68 d 47' 26" East, 71.17 feet; North 27 d 18' 00" East, 90.67 feet; North 58 d 06' 52" East, 44.88 feet; South 82 d 43' 45" East, 70.68 feet; North 56 d 47' 26" East, 10.72 feet; South 82 d 29' 12" East, 51.01 feet (the northwest corner of Lot 56, Phase 2, The Rivers Edge); South 38 d 00' 41" East, 77.02 feet along the west line of Lot 56, Phase 2, The Rivers Edge to a point; thence from said point South 51 d 59' 59" West, 359.46 feet to the POINT AND PLACE OF BEGINNING. Same being 68,000 square feet or 1.56 acres and constituting the easement area dedicated to the N.C Ecosystem Enhancement Program.

The purposes of this Conservation Easement are to maintain, restore, enhance, create and preserve wetland and/or riparian resources in the Easement Area that contribute to the protection

and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITES

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 undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths, or roads.

B. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area.

E. Agricultural Use. All agricultural uses within the Easement Area including any use for cropland, waste lagoons, or pastureland are prohibited.

F. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area.

G. **Roads and Trails.** Except as herein provided, there shall be no construction of roads, trails, walkways, or asphalt or concrete paving in the Easement Area. Elevated wooden boardwalks for pedestrian and residential use shall be permitted. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Area. Existing roads, trails, or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

H. **Signs.** No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area may be allowed.

I. **Dumping or Storing.** Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material in the Easement Area is prohibited.

J. **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.

K. **Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing, or permitting the diversion of surface or underground water, no altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. **Subdivision and Conveyance.** No further subdivision, partitioning, or dividing of the Easement Area is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future conveyance of the remaining fee simple rights shall be subject to this Conservation Easement. Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof, such transfer is subject to the Grantee's right of ingress, egress, and regress over and across the Property to the Easement Area for the purposes set forth herein.

M. **Development Rights.** All development rights are removed from the Easement Area and shall not be transferred.

N. **Disturbance of Natural Features**. Any change, disturbance, alteration or impairment of the natural features of the Easement Area is prohibited.

III. GRANTEE RESERVED USES

A. **Ingress, Egress, Regress, and Inspection.** The Grantee, its employees and agents, successors and assigns receive the perpetual right of general ingress, egress, and regress to the Easement Area over the Property, at reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. **Restoration Activities.** 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, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow.

The 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. The Grantor shall not vary from the above restrictions without first obtaining written approval from the Ecosystem Enhancement Program, whose mailing address is 1619 Mail Services Center, Raleigh, NC 27699-1619.

IV. ENFORCEMENT AND REMEDIES

A. **Enforcement.** To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor their successors or assigns for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's 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 the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, their successors or assigns, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

V. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of N.C. Gen Stat. § 143-214.8 et seq., the Ecosystem Enhancement 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 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 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 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 Property is conveyed subject to the Conservation Easement herein created.

E. 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. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and

provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

F. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee 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 in perpetuity the conservation purposes described in this document.

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the 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 the State of North Carolina for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation 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.

COASTAL LAND DEVELOPMENT, INC.

By: Robert D. Farris

President

NORTH CAROLINA

COUNTY OF Perquimans

I, Donna H. Phelps, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert T. Farris, President of Coastal Land Development, Inc., Grantor, personally appeared before me this day and acknowledged that he is the President of Coastal Land Development, Inc., that he was duly authorized to execute the foregoing instrument for and on behalf of Coastal Land Development, Inc., and that he did in fact execute the foregoing instrument for and on behalf of Coastal Land Development, Inc..

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 19th day of September, 2005.

Donna H. Phelps
Notary Public

My commission expires: 12-12-2006

(affix notary stamp or seal)

DONNA H. PHELPS NOTARY *** PUBLIC PERQUIMANS COUNTY, N.C.

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NORTH CAROLINA, PERQUIMANS COUNTY

The foregoing Certificate of Donna H. Phelps, Notary Public for Perquimans County, NC, 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.

DEBORAH S. REED, REGISTER OF DEEDS FOR PERQUIMANS COUNTY

By Jacqueline J. Frierson Assistant