

Draft Date: 2/10/2014  
To included: The North Carolina Dept. of Agriculture and  
Consumer Services, an agency of the State of North Carolina

Date of draft: \_\_\_\_\_

This instrument prepared by and return to:

**STATE OF NORTH CAROLINA**  
**COUNTY OF \_\_\_\_\_**

**WARRANTY**  
**DEED OF CONSERVATION EASEMENT**

This Deed of Conservation Easement (“Easement”) is granted on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ having an address of  
\_\_\_\_\_ (“GRANTOR”), to

\_\_\_\_\_,  
having an address of \_\_\_\_\_ (“GRANTEE”), the  
North Carolina Department of Agriculture and Consumer Services (NCDA&CS) acting by and  
through the North Carolina Agriculture Development and Farmland Preservation Trust Fund  
(“ADFP Trust Fund:”) and the United States of America (“United States”) acting by and through  
the United States Department of Agriculture, Natural Resources Conservation Service  
(“NRCS”), acting on behalf of the Commodity Credit Corporation as its interest appears herein,  
for the purpose of forever conserving the agricultural productivity of the Protected Property and  
its value for resource preservation and as open space. The Grantor, Grantee, NCDA&CS, and the  
United States are collectively referred to as “**The Parties**”.

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

The United States is providing \$\_\_\_\_\_ toward the purchase of this Conservation Easement;  
which amount represents \_\_\_\_% of the appraised fair market value of the rights conveyed by this  
Conservation Easement (“Easement Value”). Grantor is donating \_\_\_\_% of the Easement Value  
and the remaining \_\_\_\_% of the Easement Value is provided by the Grantee through the North  
Carolina Agriculture Development and Preservation Trust Fund (ADFP Trust Fund) in the  
amount of \$\_\_\_\_\_ ; for a total cash consideration of \$\_\_\_\_\_.

**RECITALS**

WHEREAS, Grantor is the sole owner in fee simple, of a certain farm property identified in Exhibit A located in \_\_\_\_\_ Township, \_\_\_\_\_ County, North Carolina and identified on the plat of property entitled “\_\_\_\_\_ Conservation Easement” prepared by \_\_\_\_\_ which plat is recorded at Plat Book \_\_\_\_\_ Page \_\_\_\_\_, \_\_\_\_\_ County Registry with said farm property totaling \_\_\_\_\_ acres covered by this Conservation Easement (the “Protected Property”).

WHEREAS, the Protected Property consists primarily of productive agricultural land. The Protected Property also contains within its boundary buildings and/or improvements as shown on Exhibit E attached hereto and incorporated herein. The majority of the soils on the Protected Property have been classified as “prime” or “statewide important” soils by the Natural Resources Conservation Service (“NRCS”), United States Department of Agriculture (“USDA,” also referred to as “United States”). It is the primary purpose of this Easement to protect the agricultural soils and agricultural viability and productivity by limiting nonagricultural uses of the Protected Property.

WHEREAS, the Protected Property also includes outstanding woodland and riparian habitats for a variety of wildlife species of importance to the Grantor, the people of \_\_\_\_\_ County and the people of North Carolina.

WHEREAS, the Protected Property contains numerous tributaries that flow into the \_\_\_\_\_ River which flows into \_\_\_\_\_, a source of drinking water for residents of \_\_\_\_\_ County, and where the Protected Property is within the \_\_\_\_\_ Protected Watershed and the \_\_\_\_\_ Agricultural Priority Area. It is a secondary purpose of this Easement to protect these natural wildlife habitat, historical, and scenic resources. The agricultural, natural, wildlife habitat and scenic resources of the Protected Property are collectively referred to as the “Conservation Values” of the Protected Property.

WHEREAS, the specific Conservation Values of the Protected Property and its current use and state of improvement are described in a Baseline Documentation Report (“Report”) prepared by the Grantee with the cooperation of the Grantor, and acknowledged by both parties to be accurate as of the date of this Easement. This Report may be used by the Grantee to document any future changes in the use or character of the Protected Property in order to ensure the terms and condition of the Easement are fulfilled. This Report, however, is not intended to preclude the use of other evidence to establish the present condition of the Protected Property if there is a controversy over its use. The Grantor and Grantee have copies of this Report, and said report will remain on file at the office of the Grantee.

WHEREAS, the Grantor and Grantee agree that the current agricultural use of, and improvements to, the Protected Property are consistent with the conservation purposes of this Easement.

WHEREAS, the Grantor intends that the Conservation Values of the Protected Property be preserved and maintained, and further, Grantor intends to convey to the Grantee the right to preserve and protect the agricultural and other Conservation Values of the Protected Property in perpetuity.

WHEREAS, the Conservation Purposes of the Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:

1. Sections 1238 H and 1238 I of the Food Security Act of 1985, as amended, which authorizes the Farm and Ranch Lands Protection Program, administered through the NRCS which provides funds for the acquisition of Conservation Easements or other interests in prime, unique, or other productive soils for the purpose of limiting conversion to nonagricultural uses of the land;
2. The purpose of the Farm and Ranch Lands Protection Program, 16 U.S.C. 3838h and 3838i, is to protect the agricultural use and related conservation values of eligible land by limiting nonagricultural uses of the Protected Property in perpetuity.
3. North Carolina General Statute 139-2 et seq., which provides that “it is hereby declared . . . that the farm, forest and grazing lands of the State of North Carolina are among the basic assets of the State and the preservation of these lands is necessary to protect and promote the health, safety and general welfare of its people . . . It is hereby declared to be the policy of the legislature to provide for the conservation of the soil and resources of this State;”
4. North Carolina General Statute 106-583 et seq., which states that “It is declared to be the policy of the State of North Carolina to promote the efficient production and utilization of the products of the soil as essential to the health and welfare of our people and to promote a sound and prosperous agriculture and rural life as indispensable to the maintenance of maximum prosperity,”
5. The Uniform North Carolina Conservation and Historic Preservation Agreements Act, North Carolina General Statute 121-34 et seq., which provides for the enforceability of restrictions, easements, covenants or conditions “appropriate for retaining in land or water areas predominantly in their natural, scenic, or open condition or in agricultural, horticultural, farming or forest use;” and which provides for tax assessment of lands subject to such agreements “on the basis of the true value of the land and improvement less any reduction in value caused by the agreement;”
6. The establishment of the North Carolina Farmland Preservation Trust Fund established in 1986 (N.C.G.S. 106-744 (c)) to preserve important farmland in North Carolina; and
7. The special use assessment of farm and forest land as set forth in North Carolina General Statute 105-277.2 et seq.

WHEREAS, Grantor and Grantee have the common purpose of protecting the above described Conservation Values and current condition of the Protected Property and preventing conversion of the Protected Property to non-agricultural uses and Grantor agrees to create and implement a conservation plan (hereinafter the “Conservation Plan”) that is developed utilizing the standards and specification of the NRCS field office technical guide and 7 CFR Part 12, and is approved by the Grantee.

WHEREAS, the Grantee is a body politic existing under Chapter 153A of the North Carolina General Statutes, and is qualified to hold Easements under the applicable laws of the State of North Carolina and is a qualified organization under I.R.C. section 170(h).

NOW, THEREFORE, for \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the Grantor hereby voluntarily grants and conveys to the Grantee, and the Grantee hereby voluntarily accepts, a perpetual Conservation Easement in the Protected Property, which Easement is an immediately vested interest in real property of the nature and character described herein. Grantor promises that he will not perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained herein. Grantor authorized the Grantee to enforce these covenants in the manner described below.

### **ARTICLE I. GENERAL**

- 1.1 Statement of Purpose. It is the primary purpose of this Agricultural Conservation Easement to enable the Protected Property to remain in agricultural use by preserving and protecting its agricultural soils and agricultural viability and productivity by limiting nonagricultural uses of the Protected Property. No activity that would significantly impair the actual or potential agricultural use of the Protected Property shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement are consistent with the primary purpose stated above, it is within the purpose of this Easement to also protect those values, and no activity that would significantly impair those values shall be permitted.
- 1.2 Perpetual Duration. This Conservation Easement over the Protected Property as further described in Exhibit A, shall be perpetual. It is an easement in gross, runs with the land and is enforceable by Grantee against Grantor as provided herein, and against Grantor's representatives, successors, assigns, lessees, agents and licensees.
- 1.3 Extinguishment of Development Rights. Except as otherwise reserved to the Grantor in this Easement, the parties agree that all development rights appurtenant to the Protected Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Protected Property as it now or hereafter may be bounded or described, or used or transferred to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Protected Property or any other property by anyone including the Grantor and Grantee.
- 1.4 Compliance with other Regulatory Requirements. The Grantor is responsible for complying with any and all additional permits or regulation to use or develop the Protected Property under the terms of this Easement, including \_\_\_\_\_ City or County, State of North Carolina or Federal requirements, regardless of any reserved rights or permissions contained in this Easement Document.

### **ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES**

- 2.1. Subdivision. Further subdivision, partitioning or dividing the Protected Property is prohibited.

- 2.2. Industrial and Commercial Use. Industrial and commercial use of the Protected Property and access therefore is prohibited. This restriction does not prohibit the use of the Protected Property or construction of improvements primarily for agricultural, horticultural, forestry, silvicultural and non-developed recreational purposes as more specifically defined herein.
  
- 2.3. Mining. There shall be no filling, excavation, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, peat, minerals, hydrocarbons or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of farming operations or combating erosion of flooding and as reasonably necessary for any permitted maintenance, construction or reconstruction on the Protected Property. Disturbed areas for the purpose of removing topsoil, sand, gravel, rock, peat, minerals, or other materials shall be limited to 1 acre in total surface area and will be restored as soon as practicable after the disturbance. Any removal of material as provided for in this subsection shall be solely for the purposes of the Protected Property and shall not be removed and sold to a third party. Under no circumstances is the exploration, exploitation and/or drilling for oil, natural gas, coal and/or other hydrocarbons permitted in, on or to the Protected Property.
  
- 2.4. Motorized Vehicle Use. Grantor shall not use motor vehicles on the Protected Property or grant permission for such use except as necessary in the accomplishment of the agricultural, forestry, habitat management, law enforcement and public safety, or conservation uses of the Protected Property, provided that no use of motorized vehicles shall create impacts that are detrimental to the productivity of the soils on the Protected Property and the Purposes of the Conservation Easement; however, notwithstanding the foregoing, use of snowmobiles on snow is allowed on the Protected property.
  
- 2.5. Dumping and Trash. Dumping or storage of soil, trash, refuse, debris, ashes, garbage, waste, abandoned vehicles or parts, appliances, machinery, or hazardous substances, or toxic or hazardous waste, is prohibited. The placement of underground or above ground storage tanks or other materials is prohibited, with the exception of agricultural products, byproducts (including the composting of biodegradable material for on-farm use) and agricultural equipment used on the Protected Property, so long as such storage is done in accordance with all applicable government laws and regulations and in such a manner so as to not impair the Conservation Values of the Protected Property.
  
- 2.6. Structures and Improvements. There shall be no building, tower, facility, mobile home, or other structure constructed or placed on the Protected Property, not otherwise specifically authorized herein, unless related specifically to a right reserved to the Grantor in Article III. Any structures permitted or reserved by Grantor shall be of such reasonable size, proportion, height and character so as not to significantly detract from the open space and agricultural purposes of this Easement. Under no circumstances shall recreational fields, golf courses or ranges, airstrips or helicopter pads be constructed or permitted on the Protected Property.
  
- 2.7. Signage. Display to the public of billboards, signs or advertisements is prohibited on or over the Protected Property, except to state the name of the property and its farmland status, including its easement status, the name and address of the occupant, to advertise an on-site activity, and to advertise the property for sale or rent, as allowed by the Sign Ordinance set forth in the City-County Unified Development Ordinance. Grantor shall be permitted to erect no trespassing signs, traffic or directional signs or warning signs as may be expedient and to post the property.

- 2.8. Impervious Surface. Under the policy restrictions of the United States Department of Agriculture, impervious surfaces within the overall Protected Property shall be limited to a maximum amount of two percent (2%) of the total acreage of the Protected Property under this Easement. For this restriction, impervious surface shall include roof tops, asphalt, and concrete surfaces to include buildings, driveways, walkways and farm roads. Excluded from this definition are compacted dirt and gravel surfaces, including farm road, driveways and other surfaces that do not fully restrict the percolation of water into the soil. This restriction shall apply to permanent and temporary structures and facilities, both existing and proposed.

**ARTICLE III. RIGHTS AND RESPONSIBILITIES RETAINED BY GRANTOR**

Notwithstanding any provisions of this Easement to the contrary, the Grantor reserves to and for themselves and their successors all customary rights and privileges of ownership, including the rights to sell, lease, and devise the Protected Property, together with any rights not specifically prohibited by or limited by this Easement, and consistent with the section 1.1., “Statement of Purpose”. Unless otherwise specified below, nothing in this Easement shall require the Grantor to take any action to restore the condition of the Protected Property after any Act of God or other event over which they have no control. Grantor understands that nothing in this Easement relieves them of any obligation or restriction on the use of the Protected Property imposed by law.

- 3.1. Right to Farm. Grantor retains the right to farm, or to permit others to farm the Protected Property, consistent with the Conservation Values of the Protected Property and in accordance with applicable local, state and federal laws and regulations and in accordance with the NRCS Conservation Plan. Subject to any prohibitions stated herein, farming, grazing, horticultural (provided such activity does not remove topsoil from the protected property) and animal husbandry operations are permitted only if conducted consistent with Best Management Practices promulgated by the State of North Carolina and in conformity with a Conservation Plan as required in Section 4.5 hereafter.
- 3.2. Right to Privacy. Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Protected Property. This Easement is not intended to create any rights of the public in, on or to the Protected Property.
- 3.3. Right to Use the Protected Property for Customary Rural Enterprises. Grantor retains the right to use the Protected Property, for otherwise lawful and customary rural enterprises, such as, but not limited to, farm machinery repair, sawmills, firewood distribution, for nature and historic tours, equestrian activities, and other passive or “Ecotourism”, “Agritourism” and “Special Events” as defined herein, educational programs or farm meetings and like activities, so long as such activities are consistent with \_\_\_\_\_ County zoning regulations and permits required by and issued by \_\_\_\_\_ County under its laws and ordinances. Any structures required for permitted purposes shall be located only within the Farmstead Areas, as shown on Exhibit \_\_\_\_. Any permanent or temporary structure or otherwise addition to the impervious surface shall not cause the total impervious surface restriction of the Protected Property to exceed two percent.

Grantor has the right to establish and carry out customary rural enterprises provided said activities are compatible with the Conservation Purposes of this Conservation Easement and agriculture and forestry uses of the Protected Property, and are subordinate to the agricultural and residential use of the Protected Property. The enterprises shall be conducted in the buildings required for the agricultural use of the Protected Property or the residences

in which full time employees of the farm reside. Enterprises which market petroleum or chemical products are prohibited.

For purposes herein, the term “Ecotourism” shall be broadly defined to mean tourism and activities that are carried out in a relatively undisturbed natural area that serves as a tool for the education, appreciation, and promotion of natural and cultural heritage that has minimal negative impacts on the environment and farming resources of the Protected Property and promotes conservation and best management practices and provides constructive ongoing contributions to and for the local community.

The term “Agritourism” shall be broadly defined to mean those farming activities and traditional rural activities that are carried out on any agricultural location, including horticultural and agribusiness operations, that allows members of the general public, for recreational, entertainment, active involvement, or educational purposes, to view or enjoy rural activities, including farming, ranching, historic, cultural, harvest-your-own activities, or natural activities and attractions, or “Special Events” as defined herein, that have minimal negative impacts upon the environment and the Conservation Values of the Protected Property and are limited to “de minimis” access to and uses of the Protected Property. An activity is an agritourism activity whether or not the participant paid to participate in the activity.

The term “Special Events” shall be broadly defined to mean a one-time or infrequently occurring event outside normal “Agritourism” programs or activities that provides for an agriculturally based leisure, social or cultural experience outside the normal range of agritourism choices or beyond the everyday agricultural experience such as but not limited to: seasonal festivals, harvest celebrations, field days, square dances, and the like. In no event shall “Special Events” exist on the Protected Property for more than seven (7) days per twelve (12) month period nor exist in a manner that negatively impacts the soils or Conservation Values. Any parking associated with such events shall be located within the Farmstead Areas and/or existing farm roads as depicted in Exhibit \_\_\_\_.

- 3.4 Procedure to Construct Buildings and Other Improvements. The Grantor’s rights to construct or reconstruct/repair buildings and other improvements are described in subparagraphs (a) through (e) below. Any construction or reconstruction not permitted below is prohibited. Before undertaking any construction or reconstruction that requires advance permission, the Grantor shall notify the Grantee and obtain written permission. All construction or reconstruction is subject to \_\_\_\_\_ City-County zoning regulations and must be consistent with permits required by and issued by the City and/or County of \_\_\_\_\_ under applicable laws and ordinances for such construction activities. Any building that may be constructed under applicable laws and ordinances for such construction activities. Any building that may be constructed under this section may be repaired and replaced.

Grantor further understands that the two (2) percent maximum impervious surface limit set by the USDA Farm and Ranch Lands Protection Program disallows the construction of any new structures or impervious roads or other improvements to the Protected Property or replacement of said structures that would increase the total impervious surface area above the two percent maximum. All permanent construction and/or placement upon the Protected Property of any impervious surface must be approved in writing by the Grantee to ensure the maximum impervious limit is not exceeded.

- a) **Fences** – Existing fences may be repaired and replaced, and new fences may be built on the Protected Property for purposes of reasonable and customary management of livestock and wildlife or to fence off the perimeter of the Protected Property without any further permission of the Grantee.
- b) **Paving and Road Construction** – Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Protected Property by this Easement are permitted. Such roads shall be located so as to minimize impact to prime and unique soils on the Protected Property. No portion of the Protected Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the advance written permission of the Grantee.
- c) **Farm Structures & Improvements** – New buildings, barns, sheds and other structures and improvements to be used primarily for agricultural purposes, including the processing or sale of farm products predominantly grown or raised on the Protected Property may be built within the “Farmstead Area” as shown on Exhibit, after written approval from the Grantee is obtained. The Grantee shall give such approval within a reasonable time, unless it determines that the proposed building, structure or improvement would exceed the total maximum impervious surface restriction by the USDA Farm and Ranch Lands Protection Program, significantly diminish or impair the Conservation Values of the Protected Property or otherwise be inconsistent with the purposes of this Easement. Existing buildings/barns/sheds and greenhouses as depicted in Exhibits may be repaired or reconstructed in accordance with all other Easement provisions.

Any temporary structures proposed for locations outside the Farmstead Areas shall be for agricultural purposes only and may only be erected with the advance written permission of the Grantee. The Grantee shall give such permission within a reasonable time and ensure the proposed temporary structure is erected in a way that minimizes any negative impact to the soils, diminishes and/or in any way is inconsistent with the Conservation Values of the Conservation Easement Deed.

- d) **Farm Support Housing** – No more than a total of one (1) new single –or multi-family – dwelling to house farm tenants, employees or others engaged in agricultural production or other farm support uses on the Protected Property may be built on the Protected Property. The dwelling must be no greater than 1,500 square feet in floor size and shall be located within that area identified and marked as the “Farmstead Area” identified on Exhibit.
- e) **Single-Family Residential Dwellings** – The Easement includes one (1) existing single-family residential dwelling within the 3-acre Farmstead Area envelope shown on Exhibit. This residence may be renovated or enlarge so long as the construction is first approved by the Local Grantee to determine that it does not exceed the maximum impervious surface restriction designated by the USDA Farm and Ranch Lands Protection Program. The residential dwelling shall be no greater than four thousand (4000) square feet, including heated and unheated space. All residential structures and appurtenant structures such as garages and sheds shall be contained in the farmstead area.

No additional single family residential dwelling may be built anywhere on the Protected Property.

The land on which this residential dwelling stands may not be subdivided from the Protected Property. Grantee’s participation in or the signing of this Deed of Easement in no way constitutes approval of the permitting of these residential dwellings. All appurtenant structures shall be contained within the Farmstead boundary. Any septic system and field to provide for domestic effluent shall be contained within the Farmstead Area. In the event that a suitable site for the system and field cannot be located within the Farmstead Area, a suitable location outside the farmstead area may be utilized with the written approval of the Grantee, the NCDA&CS and NRCS.

- 3.5. Recreational Improvements. Grantor expressly reserves the right to engage in low impact non-developed recreational activities such as hunting, fishing, hiking, bird watching, etc. and to control access of all persons for the purpose of hunting and fishing, hiking, bird watching, etc. 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 animal habitat or other Conservation Values of the Protected Property
  
- 3.6. Utility Services, Septic Systems, and Fuel Storage. Installation, maintenance, repair, replacement, removal and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Protected Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements permitted herein, and the right to grant easements over and under the Protected Property for such purposes, is permitted. Installation, maintenance, repair or improvement of a septic system or other underground sanitary system for the benefit of any of the improvements permitted herein, is permitted. Above-ground storage tanks for fuels or any other materials for residential or on-site agricultural use are permitted up to a maximum size of one thousand (1000) gallons. Any such tanks are required to be located within the Farmstead Envelopes, shall be constructed to minimize any pollution to land or water, and in accordance with applicable local, state and federal laws and regulations. All other utilities are prohibited on the Protected Property including, but not limited to, communication towers or structures. Notwithstanding the previous sentence, with advance written permission from Grantee, Grantor retains the right to construct a wind turbine or similar device for the purpose of generating electricity to be used for the permitted improvements and farming operations occurring on the Protected Property.
  
- 3.7. Forest Management. Pursuant to a forest management plan trees may be removed, cut and otherwise managed (to control insects, for pasture restoration, for firewood and other non-commercial uses, including construction of permitted improvements and fences) on the Protected Property. Trees may be planted, harvested and removed within the areas identified and marked as “Farmstead Area” on Exhibit without the advance written permission of the Grantee.

Any other cutting, removal or harvesting of trees may be undertaken within the areas identified and marked as “Forest” on Exhibit only under one or both of the following conditions:

- a) The purpose is for clearing land for cultivation or use by livestock, and it occurs outside of a 50-foot buffer along both sides of any intermittent streams which run through the Protected Property and are identified on Exhibit within these stream buffer areas are

excluded from this provision unless the buffer area becomes re-vegetated for a period of 10 years or more in which case this provision shall apply.

- b) The purpose is for commercial harvesting of trees if in accordance with the Conservation Plan referenced in Section 4.5 herein and a forest management plan that is consistent with the above-referenced Conservation Plan and prepared by a professional forester approved by Grantee, such approval to not be unreasonably withheld.
- 3.8. Water Rights. Grantor shall retain and reserve the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Protected Property. Grantor shall not transfer, encumber, lease, sell or otherwise separate such water rights from title to the Protected Property itself.
- 3.9. Land Application. The land application, storage and placement on the Protected Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes may be undertaken only if in accordance with all applicable federal, state and local laws and regulations and in accordance with the NRCS Conservation Plan. Spray irrigation of domestic septic effluent to serve the Protected Property’s dwelling(s) is prohibited.
- 3.10. Natural Resource Restoration and Enhancement Activities. Notwithstanding any terms contained within this Easement, Grantor may engage or contract others to engage in any activity designed to repair, restore, or otherwise enhance the natural resources found or once present on the Protected Property, that are consistent with the Conservation Values of this Easement and the Conservation Plan and subject to the written approval of Grantee.
- 3.11. Pond Creation and Wetland Restoration. The Grantor is permitted to construct ponds and restore wetlands in accordance with an NRCS Conservation Plan and NRCS standards and specifications. Ponds must support agricultural operations such as irrigation, livestock water supplies, or fire control. Wetlands must be either used to treat agricultural waste or support critical habitat needs for wildlife species. The size of ponds and wetlands must be supported by appropriate documentation in the NRCS Conservation Plan case file.

**ARTICLE IV. ONGOING RESPONSIBILITY OF GRANTOR AND GRANTEE**

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantee or the United States, or in any way to affect any existing obligation of the Grantor as owners of the Protected Property.

Due to the States’ interest in this conservation easement other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the NCDA&CS, or in any way to affect any existing obligation of the Grantor as owners of the Protected Property.

Among other things, this shall apply to:

- 4.1. Taxes. The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. If the Grantee is ever required to pay

any taxes or assessments on their interest in the Protected Property, the Grantor shall upon demand reimburse the Grantee for the same.

- 4.2. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Protected Property, to the extent it may be required by law. The Grantee and the United States shall have no obligation for the upkeep or maintenance of the Protected Property.

Due to the States' interest in this conservation easement NCDA&CS shall have no obligation for the upkeep or maintenance of the Protected Property.

- 4.3. Transfer of Protected Property. The Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which they transfer or divest themselves of any interest, including leasehold interests, in the Protected Property. The Grantor shall notify the Grantee in writing at least thirty (30) days before conveying the Protected Property, or interest therein. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

- 4.4. Transfer of Easement. Subject to the right of enforcement of the United States as specified in Section 4.8 and other pertinent paragraphs herein, and with timely written notice to and prior written approval of the United States, the Grantee shall have the right to transfer the Easement created by this Easement to any public agency or to any private nonprofit organization approved by Grantor, such approval to not be unreasonably withheld, that, at the time of transfer, is a qualified organization under Section 170(h) of the U.S. Internal Revenue Code, as amended and under N.C.G.S. 121-34 et seq., provided the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Deed. If the Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, and the United States declines to exercise its contingent rights, a court with jurisdiction may transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this easement.

Subject to the contingent rights of the State of North Carolina with timely written notice and approval of the NCDA&CS, the Grantee shall have the right to transfer this Conservation Easement to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under 26 U.S.C. Section 170(h) of the Internal Revenue Code, as amended and under NGS 121-34 et seq., provided the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement. As a condition of such transfer, Grantee shall require that the conservation purposes intended to be advanced hereunder shall be continued to be carried out. If the Grantee ever ceases to exist or no longer qualifies under 26 U.S.C. Section 170(h) of the Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by the Conservation Easement.

- 4.5. Conservation Practices. As required by Section 1238I of the Food Security Act of 1985, as amended, the Grantors, their heirs, successors, or assigns, shall conduct agricultural operations on the Protected Property in a manner consistent with a Conservation Plan prepared by Grantor in consultation with NRCS and approved by the Soil and Water Conservation District. This Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in

effect on the date of execution of this Easement Deed. However the Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the Conservation Plan.

In the event of noncompliance with the Conservation Plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the Conservation Plan, NRCS will inform the Grantee of the Grantor's non-compliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Conservation Plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted their appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Easement Deed based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised Conservation Plan. The provisions of this section apply to the highly erodible land conservation requirement of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

- 4.6. Inspection and Access. With reasonable advance notice to the Grantor or with the Grantor's prior verbal consent, Grantee or NCDA&CS, its employees and agents and its successors and assigns, shall have the right to enter the Protected Property for the purpose of inspecting the Protected Property to determine whether the Grantor, its successors or assigns are complying with the terms, conditions and restrictions of this Easement.
- 4.7. Enforcement. The Grantee shall have the primary responsibility for management and enforcement of the terms of this Conservation Easement.

Due to the States' interest in this Conservation Easement, the Grantee shall have the primary responsibility for management, monitoring and enforcement of the terms of this Conservation Easement, subject to the rights of the NCDA&CS. Grantee shall complete and file the annual monitoring reports as stipulated in the ADFP grant Contract, a copy of which is kept on file with the NCADFP Trust Fund. The terms of said contract are hereby incorporated by reference as if fully set forth herein.

Grantee shall have the right to prevent violations and remedy violations of the terms of this Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate the terms of this Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor and NCDA&CS written notice of the violation and Grantor shall have thirty (30) days to cure the violation, before commencing any legal proceedings. If a court with jurisdiction determines that a violation may exist or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring the Grantor to restore the Protected Property to its condition prior to the violation, as restoration of the Protected Property may

be the only appropriate remedy. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. In any case where a court finds no such violation has occurred, each party shall bear its own costs.

- 4.8 Rights of the United States and the State of North Carolina. In the event that the Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of this Conservation Easement through any and all authorities available under federal or state law.

In the event that the Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the discretion of the NCDA&CS, the said Commissioner of Agriculture and their successors and assigns shall have the right to enforce the terms of this Conservation Easement through any and all authorities available under federal or state law.

- 4.9. Rights of Enforcement. Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary.

The United States and the State of North Carolina shall have the right to recover any and all administrative and legal costs from the Grantee, including attorney’s fees or expenses associated with any enforcement or remedial action as it relates to the enforcement of this Conservation Easement.

In the event that Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this Easement without the prior written consent of the Secretary of the USDA and payment of consideration to the United States, then, at the option of such Secretary, all right, title, and interest in this Easement shall become vested in the UNITED STATES OF AMERICA.

Additionally, in the event that Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Commissioner of Agriculture for North Carolina, the said Commissioner of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the Conservation Easement through any and all authorities available under Federal or State law. In the event that Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this Conservation Easement without the prior consent of the Commissioner of Agriculture and payment of consideration to the State of North Carolina, then, at the option of the Commissioner of Agriculture, all right, title, and interest in the Conservation Easement shall become vested in the State of North Carolina.

**ARTICLE V. REPRESENTATIONS OF THE PARTIES**

- 5.1. Grantor’s Title Warranty. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Protected Property in fee simple and has good right to

grant and convey this Easement; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Easement subject to existing easements for roads and public and private utilities.

- 5.2. Grantor's Environmental Warranty. Grantor warrants that Grantor is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Easement subject to existing easements for roads and public and private utilities.

Grantor further warrants that Grantor has no actual knowledge of a release or threatened release of Hazardous Materials on, at beneath or from the Protected Property. Moreover Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property, respectively by Grantee.

Due to the States' interest in this Conservation Easement, the Grantor hereby promises to hold harmless and indemnify the NCDA&CS against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

- 5.3. Liability and Indemnification. Grantor agrees to indemnify and hold the Grantee, the State, and the United States harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys’ fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly. Grantor is responsible for obtaining liability insurance covering the Property with limits deemed necessary by Grantor, in its sole discretion.

Grantor shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suites, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees on appeal) to which Grantee may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor’s negligent acts or omissions or Grantor’s breach of any representation, warranty, covenant agreements contained in this Conservation Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws. Grantor is responsible for obtaining liability insurance covering the Property with limits deemed necessary by Grantor, in its sole discretion.

Due to the States’ interest in this Conservation Easement, Grantor agrees to indemnify and hold Grantee and the State of North Carolina harmless from any and all costs, claims or liability, including but not limited to reasonable attorney fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

**ARTICLE VI MISCELLANEOUS**

- 6.1. Recording. Grantee shall record this instrument in a timely fashion in the official record of \_\_\_\_\_ County, North Carolina, and may re-record it at any time as may be required to preserve the rights of the Grantee, the State, and the United States under this Easement.
- 6.2. Survival of Terms/Merger of Fee and Easement. The Grantor and Grantee agree that the terms of this Easement shall survive any merger of this fee and easement interest in the Protected Property. In the event the Grantee becomes owner of the Protected Property, or any portion thereof, Grantee shall transfer any right title and interest in this Easement to a third party in accordance with section 4.4.
- 6.3. Amendment of Easement. This easement may be amended only with the prior written consent of the Grantee and the Grantor and approved by the Commissioner of the North Carolina Department of Agriculture and the Secretary of the United States Department of Agriculture. Any such amendment shall be consistent with section 1.1., “Statement of Purpose” and with the Grantee’s easement amendment policies, and shall comply with Section 170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded in the \_\_\_\_\_ County Registry. Grantee must provide to NRCS and the NC Commissioner of Agriculture timely notice in writing of the proposed amendment prior to signing and

recordation. No substantive amendment shall be made and recorded without the express written approval of NRCS.

Due to the States' interest in the Conservation Easement, the Grantee must provide NCDA&CS timely notice in writing of the proposed amendment prior to signing and recordation and, must receive written consent prior to awarding the easement.

- 6.4. Boundary Line Adjustments. Boundary line adjustments are permitted only in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two acres for the entire Protected Property. A correction deed containing the revised legal description shall be properly executed and duly recorded.
- 6.5. Procedure in the Event of Termination of Easement. If it determines that conditions on or surrounding the Protected Property change so much that it becomes impossible to fulfill the conservation purposes of this Easement, a court with jurisdiction may, at the joint request of both the Grantor and the Grantee and with prior written consent of the United States, as provided herein, terminate or modify the Easement created by this Easement in accordance with applicable state law.

Due to the States' interest in the Conservation Easement prior written consent must be provided to NCDA&CS prior to termination or modification of the Easement created by this Easement in accordance with applicable state law.

If the Easement is terminated and the Protected Property is sold then as required by Section 1.1 70A-14(g) (6) of the IRS regulations, the Grantee, NC ADFP Trust Fund shall be entitled to recover the proceeds of the conservation easement based on the appraised fair market value of the conservation easement at the time the easement is extinguished or terminated, subject to any applicable law which expressly provides for a different disposition of the proceeds. The United States shall received, at the time the Conservation Easement is extinguished or terminated, its share of the Conservation Easement based on the appraised fair market value of the Conservation Easement at the time the Conservation Easement is extinguished or terminated. The United States' share shall be proportionate to its percentage of its original investment. The Grantee, the United States of America, and NC ADFP Trust Fund shall divide their proportionate share as follows: \_\_\_% to Grantee, \_\_\_% to the United States, \_\_\_% to the North Carolina Department of Agriculture and Consumer Services.

- 6.6. Procedure in the Event of Condemnation or Eminent Domain. Grantor and Grantee recognize that the sale of this Easement, or any part thereof, gives rise to a property right, immediately vested in the Grantee and the United States, with a fair market value equal to the proportionate value that the Easement bears to the value of the Protected Property prior to the restrictions imposed by the Easement. Accordingly, if any condemnation or eminent domain action shall be taken, on all or part of the Protected Property, by any authorized public authority, said authority shall be liable to the Grantee for the value of the property right vested in the Grantee at the time of the signing of this Easement. Due to the federal interest in this Deed, the United States must consent to any such condemnation action. Due to the states' interest in this conservation easement, NCDA&CS must consent to any such condemnation action.

If condemnation or a taking by eminent domain of a part of the Protected Property or the entire Protected Property by a public authority renders it impossible to fulfill any of the

conservation purposes of this Easement on all or part of the Protected Property, the Easement may be terminated through condemnation proceedings. If the Easement is terminated and any or all of the Protected Property is sold or taken for public use, then, as required by Section 1 of 170A-14(g) (6) of the IRS regulations, the Grantee shall be entitled to the proportionate value of the Easement, which has been predetermined as the Protected Property's unrestricted value, subject to any applicable law which expressly requires for a different disposition of the proceeds. The Grantee shall use its proceeds consistently with the general conservation purposes of this Easement.

If this Easement is extinguished or terminated, the United States and the Grantee shall receive their proportional share of the Easement value at the time of termination. Those proportional shares of the Easement are as follow: \_\_\_\_\_% to Grantee, \_\_\_\_\_% to the United States of America, and \_\_\_\_\_% to the North Carolina Department of Agriculture and Consumer Services.

All termination-related or condemnation-related expenses incurred by the Grantor and the Grantee shall be paid out of any recovered proceeds prior to distribution of the net proceeds as described herein.

- 6.7. Interpretation. This Easement shall be interpreted under the laws of the State of North Carolina and the United States of America, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.
- 6.8. Perpetual Duration; Severability. The Easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to the Grantor or the Grantee shall also apply to their respective agents, heirs, Executors, administrators, assigns, and all other successors as their interests may appear. Invalidity of any of the covenants, terms or conditions of his Easement, or any part thereof by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.
- 6.9. Subsequent Liens on Protected Property. No provision of this Easement should be construed as impairing the ability of Grantor to use the Protected Property as collateral for subsequent borrowing. Any such liens shall be and remain subordinate to this Easement.
- 6.10. Subsequent Easements/Restrictions on the Protected Property. The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Protected Property or otherwise diminish or impair the Conservation Values of the Protected Property is prohibited. Any such easements or restrictions shall be subordinated to this Easement.
- 6.11. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail to the Grantor, Grantee, NCDA&CS, and the United States, respectively, at the following addresses, unless a party has been notified in writing by the other of a change of address.

To the Grantor:

To the Grantee:

To the United States:  
State Conservationist  
4407 Bland Rd., Suite 117  
Raleigh, NC

To State of North Carolina:  
 N.C. Dept. of Agriculture &  
 Consumer Services  
 NC ADFP Trust Fund  
 2 West Edenton Street  
 Raleigh, NC 27601

- 6.12. Approval by Grantee. In any case where the terms of this Easement require the approval of the Grantee, unless otherwise stated herein, such approval shall be requested in writing to the Grantee, and United States if required, in accordance with section 6.10. In any provision of this Easement in which the Grantor is required to provide advance notice to the Grantee of any activity on the Protected Property, such notice shall be given not less than thirty (30) calendar days prior to the planned commencement of the activity. If the Grantee's approval is required, such approval shall be deemed withheld/disapproved unless Grantee provides to the Grantor written notice of approval within 30 calendar days of receipt of said request. If Grantor has received no response after said 30 calendar days, Grantor may send a second written notice to Grantee requesting a statement of the reasons for the disapproval and the Grantee shall respond within 30 calendar days with an explanation for the specific reasons and basis for its decision to disapprove.
- 6.13. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement. If any provision is found to be invalid, the remainder of the provisions of this 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.
- 6.14. Availability or Amount of Tax Benefits. Grantee and NCDA&CS, acting by and through NCADFP Trust Fund make no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to Grantor or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Easement or other transaction associated with the donation of this Easement. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. Grantee and NCDA&CS make no warranty, representation or other assurance regarding the value of this Easement or of the Protected Property. As to all of the foregoing, Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon Grantee or NCDA&CS or any legal counsel, accountant, financial advisor, appraiser or other consultant of Grantee or NCDA&CS. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving Grantor or Grantor's heirs, successors or assigns or other similar matter then Grantee and NCDA&CS shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by Grantee in responding or replying thereto.

6.15. Warranties and Representations of Owner. By signing this Easement, Grantor acknowledges, warrants and represents to Grantee that:

- (a) Grantor has had the opportunity to be represented by counsel of Grantor's and fully understands that Grantor is hereby permanently relinquishing property rights which would otherwise permit Grantor to have a fuller use and enjoyment of the Protected Property.
- (b) There are no recorded or unrecorded leases or other agreements for the production of minerals or removal of timber from the Protected Property which would, if any of the activities permitted under such lease or other agreement was undertaken by Grantor, violate the covenants or restrictions in this Easement or otherwise defeat the conservation Purpose.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, their successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:

By: \_\_\_\_\_ By: \_\_\_\_\_  
 Printed Name Printed Name  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTOR:**

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (stamp)  
Notary Public

My commission expires: \_\_\_\_\_

Accepted:

GRANTEE: \_\_\_\_\_ ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_

NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, A Notary Public of \_\_\_\_\_ County,  
North Carolina do hereby certify that \_\_\_\_\_ personally  
appeared before me this day and acknowledged that she is Clerk of the Board of Commissioners  
for \_\_\_\_\_ County, North Carolina and that by authority duly given and as the act of  
\_\_\_\_\_ County, North Carolina, the foregoing instrument was signed in it  
name by \_\_\_\_\_ County Manager, and attested by her as Clerk to said  
Board of Commissioners.

Witness my hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ (stamp)  
Notary Public

My commission expires: \_\_\_\_\_

ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES  
CONSERVATION SERVICE ON BEHALF OF THE UNITED STATES OF AMERICA

The Natural Resources Conservation Service, an agency of the United States Government, hereby accepts and approves the foregoing Conservation Easement, and the rights conveyed therein, on behalf of the United States of America.

By: \_\_\_\_\_  
Timothy A. Beard  
State Conservationist

NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public of \_\_\_\_\_ County,  
North Carolina, do hereby certify that \_\_\_\_\_, personally  
appeared before me and acknowledged that due execution of the foregoing instrument on behalf  
of the Natural Resources Conservation Service.

Witness my hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Official Seal)

ACCEPTANCE OF PROPERTY INTEREST BY THE NORTH CAROLINA DEPARTMENT  
OF AGRICULTURE & CONSUMER SERVICES

The North Carolina Department of Agriculture and Consumer Services, an agency of the State of North Carolina, hereby accepts and approves the foregoing Conservation Easement, and the rights conveyed therein, on behalf of the State of North Carolina.

By: \_\_\_\_\_  
Jonathan T. Lanier  
N.C. Department of Agriculture and Consumer Services

NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that Jonathan T. Lanier, personally appeared before me this day and acknowledged that due execution of the foregoing instrument.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

## List of Exhibits

### EXHIBIT A – Legal Description of the Protected Property

### EXHIBIT B – Overview Maps

- Exhibit B-1: Regional Context Map
- Exhibit B-2: Multi-Easement Context Map
- Exhibit B-3: Easement Area Context Map

### EXHIBIT C – Current Conditions and Description Map

- Exhibit C-1: Easement Area Description Map
- Exhibit C-2: Easement Area Soils Map
- Exhibit C-3: Current Conditions & Natural Resources Inventory Certification

### EXHIBIT D – Easement Farmstead Locations

- Exhibit D-1: Easement Area Farmstead 1 Map

### EXHIBIT E- Easement Existing Impervious Surfaces

- Exhibit E-1: Easement Existing Impervious Surface Map
- Exhibit E-2: Easement Impervious Surface Calculations