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Excise Tax: \$362.00
Instr# 200800007917
Halifax, NC

Judy Evans-Barbee Register of Deeds
BK **2269** Pg **152-163**

Ann V. McLaughlin
RS 36a⁰⁰ Deputy
RF47⁰⁰

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DEED OF CONSERVATION EASEMENT
("Conservation Easement")

Kenneth Brian Short and wife, Jennifer C. Short, Grantors
Fishing Creek Soil and Water conservation District, Grantee

DEED OF CONSERVATION EASEMENT

NORTH CAROLINA

Parcel Nos. 07-011146

HALIFAX COUNTY

07-011141

RS # 36200

07-02064

RF # 4700

This Deed of Conservation Easement ("Conservation Easement") is granted this 2nd day of February, 2009, by Kenneth Brian Short and wife, Jennifer C. Short, whose address is 3680 Jackson Bypass Road, Garysburg, North Carolina 27831 (collectively the "Grantor"), to the Fishing Creek Soil and Water Conservation District, a North Carolina body politic and corporate, whose address is P. O. Box 8, Halifax, North Carolina 27839-008 ("Grantee").

The designation of 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.

RECITALS:

The Grantor is the sole owner in fee simple, including the entire mineral estate, of that real property (the "Property") described on Exhibit "A" attached hereto and incorporated herein by reference, which consists of approximately 111.96 acres, more or less, located in Littleton Township, Halifax County, North Carolina.

The consideration paid for this Conservation Easement does not represent fair market value. The Grantor(s) intend to make a charitable contribution to Grantee of the difference between the purchase price and the fair market value of this Conservation Easement.

The Property consists primarily of agricultural and forest land.

The primary purpose of this Conservation Easement is to protect the green space, agricultural and silvicultural soils, wildlife, and the agricultural and silvicultural viability and productivity of the Property.

NOW, THEREFORE, for and in consideration of the Property and other valuable consideration the receipt of which is hereby acknowledged, Grantor(s) hereby voluntarily grant and convey to the Grantee, and the Grantee hereby voluntarily accepts, a perpetual Conservation Easement, of the nature and character and to the extent hereinafter set forth, in respect to the Property as described in Exhibit "A" attached hereto and incorporated herein by reference. Grantor(s) promise that they will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants herein. Grantor(s) authorize the Grantee to enforce these covenants in the manner described herein.

A. Grantor's Development Rights

Grantor(s) hereby voluntarily grant and convey to Grantee all development rights for the Property, except as otherwise reserved and provided by the terms of this Conservation Easement, that are now or hereafter inherent in the Property.

B. Grantor's Reserved Uses and Restrictions

Subject to the terms and restrictions hereto, the Grantor(s) reserve to and for themselves, and their heirs and assigns, all customary rights and privileges of ownership, unless otherwise specifically prohibited herein.

C. Grantor's Right to Use the Property for Customary Rural Enterprises

Grantor(s) retain the right to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, a winery, bed and breakfast, saw mills, farm machinery repair enterprises, and hunting lodge or cabin.

D. Prohibited Activities

Any activities, practices, or uses of the Property, that would in anyway alter, impede, or interfere with the conservation values and agricultural goals sought to be protected by this Conservation Easement are strictly prohibited.

E. Natural Resource Restoration and Enhancement Activities

Notwithstanding any terms contained within this Conservation Easement, Grantor(s) 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 Property, so long as such uses do not significantly diminish or impair the conservation values of the Property. These permitted uses or activities include, but are not limited to, the construction of ponds for livestock watering, irrigation, and wildlife purposes, provided such ponds are approved by the Grantee.

F. Grantor's 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 Property by this Conservation Easement are permitted.

G. Mining

There shall be no filling; excavation; dredging; mining; removal of topsoil, sand, gravel, rock, peat, minerals or other materials (except as permitted in Paragraph E. above); and no change in the topography of the land in any manner except as necessary for the purpose of combating erosion or flooding and as reasonably necessary for any permitted maintenance, construction or reconstruction on the Property.

H. Trash and Hazardous Waste

No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste shall be placed, stored, dumped, buried or permitted to remain on the Property. Except that, the storage of agricultural products, byproducts (including the composting of biodegradable material for on-farm use) and agricultural equipment on the Property is allowable, 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 Property.

I. Farm and Forestlands

Agricultural operations including, but not limited to, timber harvesting, grazing, wildlife management, horticulture, and animal husbandry are permitted on the Property.

J. Fishing and Hunting Rights

Grantors reserve the right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable state and federal regulations that may be in effect at the time.

K. Transfer of Property

Grantor(s) agree to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which they transfer or divest themselves of any interests, including leasehold interests, in all or a portion of the Property. Failure of Grantor(s) to comply with this section shall not impair the validity of this Conservation Easement as to successor owners or limit its enforceability in any way, nor shall any Grantor's failure to comply with this section constitute a default under this Conservation Easement.

L. Transfer of Conservation Easement

Subject to the contingent rights of the State of North Carolina with timely written notice and approval of the North Carolina Department of Agriculture and Consumer Services, 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. §170(h) of the Internal Revenue Code, as amended and under NCGS 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. §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 this Conservation Easement.

M. Grantor's Environmental Warranty

The Grantor(s) warrant that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.

N. Obligations

Other than as specified herein, this Conservation Easement does not impose any legal or other responsibility on the Grantee or the State of North Carolina.

O. Liability and Indemnification

The Grantor(s) agree 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 attorneys' fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

P. Enforcement

With reasonable advance written notice to the Grantor(s), the Grantee shall have the right to enter the Property for the purpose of inspecting for compliance with the terms of this Conservation Easement. The Grantee shall have the right to prevent violations and remedy violations of the terms of this Conservation Easement through judicial action. The parties agree that a court may issue an injunction or order requiring the Grantor(s) to restore the Property to its condition prior to the violation as restoration of the Property

may be the only appropriate remedy. In any case where a court finds that a violation has occurred, the Grantor(s) shall reimburse the Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to court costs, attorneys' fees, and any other costs incurred with onsite remediation. 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.

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, 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 this Conservation Easement shall become vested in the State of North Carolina.

Q. Amendment

This Conservation Easement may be amended by a written instrument executed by the Grantee and the Grantor(s) and approved by the Commissioner of Agriculture. Any such amendment shall be consistent with the Statement of Purpose of this Conservation Easement and with the Grantee's Conservation Easement amendment policies, and shall comply with 26 U.S.C. §170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded. Grantee shall give notice of any amendment to and secure approval from, the North Carolina Department of Agriculture and Consumer Services.

R. Procedure in the Event of Condemnation or Eminent Domain

Grantor(s) and Grantee recognize that the partial donation and partial sale of this Conservation Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property prior to the restrictions imposed by the Conservation Easement. Accordingly, if any condemnation or eminent domain action shall be taken, on all or part of the 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 Conservation Easement.

If condemnation or a taking by eminent domain of a part of the Property or the entire Property by a public authority renders it impossible to fulfill any of the conservation purposes of this Conservation Easement on all or part of the Property, the Conservation Easement may be terminated or modified accordingly through condemnation proceedings. If the Conservation Easement is extinguished, terminated or modified and any or all of the Property is sold or taken for public use, then, as required by Treas. Reg. 1.170A-14(g)(6), the North Carolina Department of Agriculture and Consumer Services shall be entitled to the proportionate value of the Conservation Easement which has been predetermined at Eighty-Two (82%) percent of the Property's restricted value. The North Carolina Department of Agriculture and Consumer Services shall use its proceeds consistently with the general conservation purposes of this Conservation Easement.

S. Procedure in the Event of Termination of Conservation Easement

If it determines that conditions on or surrounding the Property change so much that it becomes impossible to fulfill the conservation purposes of this Conservation Easement, a court with jurisdiction may, at the joint request of both the Grantor(s) and the Grantee and with prior consent of North Carolina Department of Agriculture and Consumer Services as provided herein, terminate or modify this Conservation Easement in accordance with applicable state law. If the Conservation Easement is terminated and the Property is sold then as required by Treas. Reg. 1.170A-14(g)(6), the North Carolina Department of Agriculture and Consumer Services shall be entitled to Eighty-Two (82%) percent (percent funded of development rights) of the gross sale proceeds or condemnation award representing an amount equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement. The North Carolina Department of Agriculture and Consumer Services shall use its proceeds consistently with the general conservation purposes of this Conservation Easement.

T. Subsequent Easements/Restrictions on the Property

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise diminish or impair the conservation values of the Property is prohibited.

U. Subdivision

The Property currently consists of three adjoining tracts of real property. The further subdivision of the Property, the recording of a subdivision plan, partition, or any other division of the Property, is prohibited.

V. Notices

Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first-class mail to the Grantor(s) and the Grantee respectively at the following addresses, unless a party has been notified in writing by the other of a change of address:

To Grantor(s):

Kenneth Brian Short and Jennifer C. Short
3680 Jackson Bypass Road
Garysburg, NC 27831

To Grantee:

Fishing Creek Soil and Water Conservation District
P. O. Box 8
Halifax, NC 27839

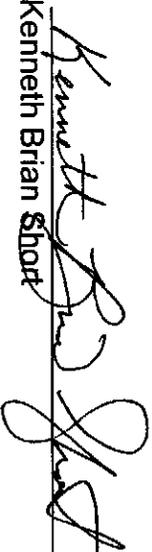
To North Carolina Department of Agriculture:

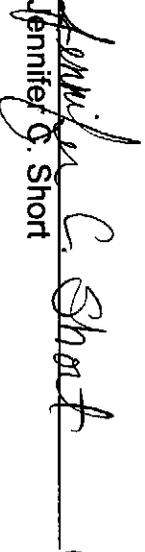
North Carolina Department of Agriculture and Consumer Services:
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

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

And the said Grantor(s) do hereby covenant that they are seized of said premises in fee and have the right to convey the same; that the same are free from encumbrances; and that they will warrant and defend the title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor(s) and Grantee, intending to legally bind themselves, have executed this instrument as of the day and year first above written.


Kenneth Brian Short (SEAL)


Jennifer C. Short (SEAL)

Fishing Creek Soil and Water Conservation
District
A North Carolina Body Politic and Corporate

By: Kenneth Brantley
Kenneth Brantley
Vice-Chair, District Board of Supervisors

APPROVED AS TO FORM

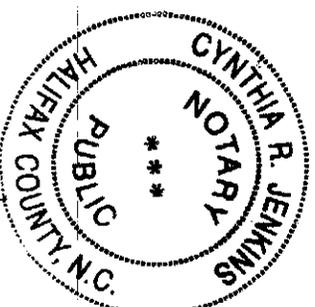
D. David Steinbock
D. David Steinbock
North Carolina Department of Agriculture and Consumer Services

NORTH CAROLINA
HALIFAX COUNTY

I, a Notary Public for said county and state, do hereby certify that Kenneth Brian Short and wife, Jennifer C. Short, Grantor(s), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 2nd day of February, 2009.

Cynthia R. Jenkins
Notary Public



My Commission Expires: 7/22/2013

NORTH CAROLINA

COUNTY OF Halifax

I, a Notary Public for said county and state do hereby certify that Kenneth Brantley personally come before me this day and acknowledged that he is the Vice-Chair of the District Board of Supervisors of the Fishing Creek Soil and Water Conservation District, a North Carolina body politic and corporate, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and official stamp or seal, this the 2nd day of February, 2009.

Cynthia R. Jenkins
Notary Public

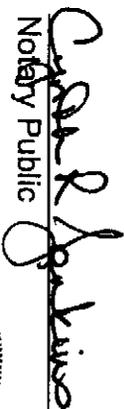


My Commission Expires: 7/22/2013

NORTH CAROLINA
HALIFAX COUNTY

I, a Notary Public for said county and state do hereby certify that D. David Steinbock personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 2nd day of February, 2009.


Notary Public

My Commission Expires: 7/23/2013

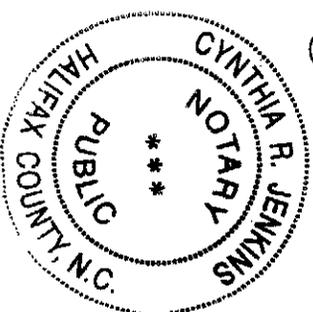


EXHIBIT "A"

BEGINNING at a new iron pipe located in the northern right of way of N.C. State Road No. 1415, said beginning point being the southwestern corner of property now or formerly owned by Edward V. Carlton; thence along the northern right of way of N.C. State Road No. 1415 the following courses and distances: in a westerly direction, a curve to the left with a radius of 3330.00', and arc distance of 83.49 feet; thence S. 89° 20' 30" W., 98.03 feet to a new iron pipe; thence in a westerly direction, a curve to the left with a radius of 1530.58', an arc distance of 288.32 feet to a new iron pipe; thence S. 78° 32' 55" W., 428.50 feet to an existing iron pipe located at the southeastern corner of property now or formerly owned by Edward V. Carlton; thence along the eastern line of said Carlton property N. 02° 00' 00" W., 4.67 feet; thence continuing along the eastern line of said Carlton property and property now or formerly owned by Ruby C. Sharber and N. 02° 00' 00" W., 3684.90 feet to an existing iron pipe, corner of property formerly owned by N. E. Mitchell; thence along the eastern line of said Mitchell property N. 02° 45' 00" W., 879.43 feet to a new iron pipe in the southern line of property now or formerly owned by Tom Josh Harris; thence along the southern line of said Harris property S. 83° 09' 31" E., 823.85 feet to a set new concrete monument, corner for property formerly owned by Champion International Corporation; thence along the western line of said Champion property and along the western line of property formerly owned by N. E. Mitchell S. 24° 13' 05" E., 192.56 feet to an existing iron pipe; thence along the western and northern lines of said Mitchell property S. 21° 46' 28" E., 84.72 feet to a new iron pipe; S. 21° 46' 28" E., 207.79 feet to a new iron pipe; S. 22° 51' 10" E., 132.00 feet to a new iron pipe; S. 08° 20' 18" E., 132.00 feet to a new iron pipe; S. 00° 50' 13" E., 660.00 feet to a new iron pipe; S. 08° 32' 24" E., 440.90 feet to a new iron pipe; S. 75° 23' 03" E., 528.82 feet to a new iron pipe; S. 75° 23' 03" E., 8.00 feet to a point; S. 22° 16' 24" W., 97.31 feet to a point; S. 34° 28' 17" W., 213.18 feet to an existing iron pipe, northwest corner for property now or formerly owned by Edward V. Carlton; thence along the western line of said Carlton property and the along the run of Hines Branch the following courses and distances: S. 45° 10' 18" W., 92.09 feet; S. 37° 51' 32" W., 161.12 feet; S. 18° 54' 00" W., 174.59 feet; S. 36° 27' 42" W., 161.64 feet; S. 32° 45' 49" E., 149.01 feet; S. 24° 25' 23" W., 129.35 feet; S. 01° 01' 04" W., 137.25 feet; S. 21° 07' 15" E., 163.22 feet; S. 41° 29' 40" E., 155.22 feet; S. 21° 36' 06" E., 72.51 feet; S. 31° 10' 43" W., 104.74 feet; S. 13° 15' 39" E., 144.45 feet; S. 39° 49' 15" W., 127.77 feet; S. 32° 25' 20" W., 225.62 feet to a new iron pipe; thence S. 42° 12' 57" W., 271.45 feet to an existing iron pipe; thence S. 13° 49' 00" E., 233.10 feet to a new iron pipe; and thence S. 13° 49' 00" E., 6.00 feet to the point of beginning, and containing 111.96 acres.

The above described real property is shown and designated as Tract "A", containing 107.03 Acres; Tract "B", containing 2.93 Acres; and Tract "C", containing 2.00 Acres, on that plat entitled "Plat Showing Property Standing in the Name of Jane G. Behnken & H. Paul Behnken" prepared by Burr & Associates, P.A., dated December 27, 1991, and recorded in Plat Cabinet 4, Slide 249, Halifax Public Registry.