

APPENDIX K

EXAMPLE TAR-PAM CONVERSATION EASEMENT

Tax Parcel ID # _____

NORTH CAROLINA
FRANKLIN COUNTY

CONSERVATION EASEMENT

Franklin County, North Carolina

THIS CONSERVATION EASEMENT (this "Conservation Easement") made and entered into this _____ day of _____, _____, by _____ with an address at _____ (whether one or more, "Grantor").

RECITALS AND CONSERVATION PURPOSES

A. Grantor is the sole owner in fee simple of certain real estate containing approximately _____ acres located in Franklin County, North Carolina, more particularly described in Exhibit A, attached hereto and by this reference incorporated herein (the "Property"); and

B. The Property is located in the [Tar/Pamlico] [Neuse] [Falls Lake Watershed] River Basin, which has been designated nutrient sensitive by the North Carolina Division of Water Quality and the North Carolina Environmental Management Commission; and

D. The Property possess natural and scenic values which Grantor intends to conserve and maintain by the continuation of land use patterns existing at the time of this grant; and

E. Grantor as owner of the Property intends to preserve and protect the conservation values of the Property in perpetuity; and

F. Grantor agrees by this easement to preserve and protect in perpetuity the conservation values of the Property for the benefit of the current generation and the generations to come;

NOW, THEREFORE Grantor has and by these presents, does hereby unconditionally and irrevocably grant a perpetual Conservation Easement of the nature, character, and extent hereinafter set forth in, over, under, through and across the Property, as described in Exhibit A attached hereto, together with the right of ingress to and egress from the Property over the adjoining property of Grantor, including the right with regard to said Conservation Easement to preserve and protect the conservation values thereof as described herein.

ARTICLE I - PURPOSE

It is the purpose of this Conservation Easement to assure that the Property will be retained forever in its natural state and to prevent any use of the Property which will impair or interfere with the conservation of the Property.

ARTICLE II - DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable against Grantor, his, her, its, or their representatives, successors, assigns, lessees, agents, and licensees.

ARTICLE III - PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purpose of this Conservation Easement is prohibited. The Property shall be maintained in its natural, scenic, wooded and open condition and restricted from any development or other use that would impair or interfere with the conservation purpose of this Conservation Easement set forth above.

All rights reserved by Grantor are reserved for Grantor, Grantor's representatives, successors, and assigns and are considered to be consistent with the conservation purpose of this Conservation Easement.

Notwithstanding the foregoing, Grantor shall have no right to agree to any activity that would result in the termination of this Conservation Easement.

Without limiting the generality of the foregoing, the following activities and uses by Grantor or any other person are expressly prohibited or restricted:

A. Industrial and Commercial Use. Industrial and commercial activities of any type or kind and any right of access or passage for such purposes are prohibited.

B. Agricultural, Timber Harvesting, Grazing and Horticultural Use. Agricultural, farming, timber harvesting, grazing, horticultural and animal husbandry operations are prohibited; provided, however, those trees which are damaged or fallen as a result of disease, blight, or some weather related event such as a hurricane or other severe storm may be removed, including stumps.

C. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or the disturbance of other natural features.

D. Construction of Buildings and Use. There shall be no constructing or placing of any residence, building, mobile home, asphalt or concrete pavement, antenna or any other temporary or permanent structure or facility on, above, or under the Property.

E. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of combating erosion or incidental to any conservation management activities otherwise permitted in this Conservation Easement.

F. Wetlands and Water Quality. There shall be no pollution or alteration of water bodies and no activities that would be detrimental to water purity or that would alter natural

water levels, drainage, sedimentation and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion; in addition, there shall be no diking, dredging, alteration, draining, filling or removal of wetlands, except for activities to restore natural hydrology or wetlands enhancement as permitted by state and any other appropriate authorities.

G. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the property is prohibited.

H. Conveyance and Subdivision. The Property shall not be subdivided, partitioned, or conveyed except in its current configuration as an entity.

I. Other Activities or Use. Any use or activity not expressly permitted in ARTICLE IV – PERMITTED ACTIVITIES of this Conservation Easement is prohibited.

ARTICLE IV – PERMITTED ACTIVITIES

The following activities or uses on the Property are not inconsistent with the purpose of this Conservation Easement and are reserved to Grantor:

A. Fencing. The Property may be fenced, provided the same can be accomplished without cutting or removing trees, or disturbing the natural features of the land.

B. Hunting, Fishing, and Recreational Activities. Hunting, fishing, and recreational activities may be conducted on and from the Property provided the same are conducted in conformity with all applicable laws, rules, and regulations governing the same, and provided further, that there shall be no surface alteration or other development of the Property in connection therewith.

C. Existing Buildings and Structures. Existing buildings and structures, including billboards located on the Property as of the date hereof, may remain on the Property and be repaired and maintained, but may not be enlarged or expanded. In addition, “No Trespassing”, “For Sale”, For Lease” signs, or similar informational signs no larger than eight (8) square feet may be placed on the Property.

D. Public Utilities. Public utility easements may be granted and facilities, including, without limitation, lines, wires, cables, pipes, meters, pumps, and lift stations may be placed on the Property, and, to the extent necessary, but only to the extent necessary, trees, undergrowth, and other natural and man made obstructions may be removed to install such public utility facilities.

ARTICLE V - DOCUMENTATION AND TITLE

A. Property Condition The parties acknowledge that the Property is currently undeveloped land, with no improvements other than the following buildings and structures: _____

B. Easements and Rights of Way. The Property is subject to the following easements and rights of way: _____

C. No. Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

ARTICLE VI. MISCELLANEOUS

A. Conservation Purpose.

(1) The Grantor, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes.

(2) The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, provided that in the event it transfers or assigns this Conservation Easement, the transferee or assignee receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1954, as amended (the "Internal Revenue Code"), or any successor section, and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code.

B. Access. No right of access to the general public to any portion of the Property is conveyed by this Conservation Easement.

C. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose set forth in Section 170(h)(4)(A) of the Internal Revenue Code.

D. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

E. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

F. Recording. Grantor shall record this instrument and any amendment hereto in a timely fashion in the official records of Franklin County, North Carolina, and may re-record it at any time as may be required to preserve its rights.

G. Joint Obligations. The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

H. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and

their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

I. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

J. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

K. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

L. Notices. Any notices shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other. In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within thirty (30) days after receipt of notice, a written notice of approval and the reason therefore has been mailed to the party requesting consent.

M. Amendments. Grantor is free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purpose of this Conservation Easement, affects the perpetual duration of this Conservation Easement, the status of Grantor under any applicable law, or that will affect the qualification of this Conservation Easement under Section 170(h) of the Internal Revenue Code. Such amendment(s) shall be effective upon recording in the public records of Franklin County, North Carolina.

N. Environmental Condition of Property. Grantor warrants and represents that to the best of Grantor's knowledge after appropriate inquiry and investigation: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state, and local environmental laws and regulations, and (b) as of the date hereof there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in, or under the Property or used in connection therewith, and that there is no environmental condition existing on the Property that may prohibit or impede use of the Property for the purposes set forth herein.

O. Signs. Grantor shall have the right to post visible signs along the boundaries of the Property recognizing the participation of the Fund in the acquisition and protection of the Property and that the Property will remain in its protected state.

P. Costs and Liabilities. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including, without limitation, the payment of all taxes and assessments levied on or assessed against the Property by any competent authority and the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any

liens arising out of any work performed for, materials furnished to, or obligations incurred by, Grantor or anyone claiming under Grantor.

TO HAVE AND TO HOLD the Conservation Easement unto Grantor, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement, each having adopted the type written word ("SEAL") as their personal/corporate seal, as of the day and year first written above.

GRANTOR:

_____ (SEAL)

NORTH CAROLINA

_____ COUNTY

I, _____, a Notary Public in and for said County and State so hereby certify that _____ personally appeared before me this day and being duly sworn, acknowledged that he/she executed the foregoing instrument for the purposes contained within.

WITNESS my hand and official stamp or seal, this the ____ day of _____, _____.

Notary Public

My Commission Expires: _____

EXHIBIT A
CONSERVATION EASEMENT

LEGAL DESCRIPTION