



United States
Department of
Agriculture

Farmers
Home
Administration

*Plunkett
file*
4405 Bland Road, Suite 260
Raleigh, North Carolina 27609

March 29, 1990

Ms. L.K. "Mike" Gantt
Field Office Supervisor
U.S. Fish and Wildlife Service
P.O. Box 33726
Raleigh, North Carolina 27636-3726

• Re: William D. Mise, Bobby W. Plunkett and Donald Stephens
All of Caswell County, North Carolina

Dear Ms. Gantt:

Attached hereto is the original recorded Conservation Easement Deed
per your recommendation.

Sincerely,

for *Shurman E. Burnette*
LARRY W. GODWIN
State Director

Attachments

cc: County Supervisor, FmHA
Yanceyville, North Carolina

District Director, FmHA
Henderson, North Carolina

APR 02 1990



Farmers Home Administration is an Equal Opportunity Lender.
Complaints of discrimination should be sent to:
Secretary of Agriculture, Washington, D.C. 20250

Conservation Easement Deed

THIS CONSERVATION EASEMENT dated this 18th day of December, 1989, by and between the UNITED STATES OF AMERICA acting by and through the Secretary of Agriculture represented by the Farmers Home Administration, herein referred to as the "Grantor" or "Landowner," and the UNITED STATES OF AMERICA acting by and through the Secretary of the Interior on behalf of the United States Fish and Wildlife Service, herein referred to as the "Grantee".

This easement is under the authority and in furtherance of the provisions of Federal law, including sections 331, 335, and 354 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981, 1985, and 2002), Executive Order 11990 providing for the protection of wetlands, and Executive Order 11988 providing for the management of floodplains. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantor and all successors and assigns ("landowner") under this deed covenant with the Grantee to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The Grantee is conveyed the rights enumerated in this easement for itself and its successors, agents and assigns.

NOW THEREFORE, for and in consideration of the Congressionally mandated purposes as authorized by the above referenced authorities and other conservation benefits conferred by the transfer of these lands pursuant to Federal law, the Grantor does grant, convey and transfer a conservation easement with appurtenant rights of access to the Grantee on and over the following described lands.

I. Description of the Easement Area and Access Thereto:

The area subject to this Conservation Easement, referred to herein as the "easement area" is described as follows:

All that 48.77 acres depicted on the Survey Map recorded in Map Book 11, Page 280 of the Caswell County Registry.

And this easement area being a part of that tract of land conveyed from R. Lee Farmer, Substitute Trustee, to the United States of America by deed dated October 7, 1984, which deed is recorded at Book 239, Page 310, in the land records of Caswell County, State of North Carolina, said tract being referenced herein as the "servient estate."

II. Covenants by the Landowner.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned or under the control of the landowner, including (1) cutting or mowing; (2) cultivation; (3) grazing; (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, chemicals, sewage, or other debris, (7) draining, dredging, channeling, filling, leveling, discing, pumping, diking, impounding and related activities, or (8) diverting or affecting the natural flow of surface of underground waters into, within, and out of the easement area.

C. Notwithstanding the provision of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by and at the option of the Grantee where the control or manipulation of such plants is deemed by the Grantee to affect easement management programs or policies.

D. Cattle or other stock shall not be permitted on the easement area, except that the Grantee shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the Grantee deems necessary to protect and further the purposes of this easement, provided:

- (1) the Grantee bears the costs of building and maintaining fencing or other facilities reasonable necessary to preclude stock from entering the easement area; and
- (2) access for stock watering need not be permitted where other waters are reasonable available from other sources outside the easement area.

III. Rights Conveyed to Grantee

The Grantee and its successors or assigns, is conveyed the rights, at its sole discretion, to manage the easement area including the following authorities:

A. The rights of reasonable ingress and egress on and across any and all lands and easements of the landowner ("servient estate") as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities. The Grantee may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access over the servient estate is not practical for any reason, the Grantee may utilize any convenient route of access to the easement area over the servient estate. With the concurrence of the Grantee, the landowner may provide a designated route for such access to and from the easement so that damage to farm operations can be reasonable avoided.

B. The rights to install, operate, and maintain structures for the purpose of reestablishing, protecting, and enhancing wetland functional values including the taking of construction materials to and from said sites.

C. The right to establish or reestablish vegetation through seedings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement area through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices.

E. The right to conduct predator management activities.

F. The right to construct and maintain fences in order to prevent grazing or other types of encroachment on the easement area.

IV. Easement Management and Administration.

A. All rights, title and interests of the Grantee in this easement are administered by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd, et seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers conveyed in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III, conveyed to the Grantee, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of floodplain and wetland functional values.

B. As used in this easement, the term "Grantee" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. General Provisions.

A. The agreed upon purposes of this easement are the preservation and maintenance of the wetland and floodplain areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. Such purposes shall constitute the dominant estate within the easement area. A "Wetland" is defined by reference to section 7(c) of Executive Order 11990 and a "floodplain" is defined by reference to section (6)c of Executive Order 11988. Any ambiguities in this easement shall be construed in a manner which best effectuates wetland preservation and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or order which authorizes this easement shall not affect the rights conveyed to the Grantee or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights conveyed to the Grantee include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The Grantee, its successors and assigns shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provision of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement does not authorize public entry upon or use of land. Unless the Grantee prohibits public entry, the landowner may permit it at the landowner's discretion.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all Federal, State and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the Grantee, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this easement against all claims and demands.

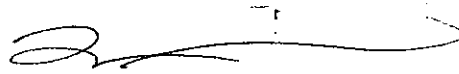
H. In the performance of any rights of the Grantee under this easement, the Grantee may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

TO HAVE AND TO HOLD, the herein described interests in land unto the Grantee forever.

WITNESS, the signature of the authorized officer of the Grantor.

UNITED STATES OF AMERICA

By



LARRY W. GODWIN
State Director
Farmers Home Administration
UNITED STATES DEPARTMENT OF AGRICULTURE

In the presence of:

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA)

COUNTY OF WAKE)

I, Ruth F. Seymour, a Notary Public in and for the State and County aforesaid, do hereby certify that LARRY W. GODWIN, State Director, Farmers Home Administration, United States Department of Agriculture, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument, that LARRY W. GODWIN is known to me to be the State Director, Farmers Home Administration, United States Department of Agriculture, and that he executed the foregoing instrument on behalf of the United States of America pursuant to authority duly conferred upon him.

WITNESS my hand and official seal this 18th day of December, 1989.

(SEAL) My commission expires: December 10, 1991

Ruth F. Seymour
Notary Public

STATE OF NORTH CAROLINA Caswell COUNTY Notary Public of Wake Co., N.C.

The foregoing certificate of Ruth F. Seymour is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Caswell County, N.C. in Book 257, Page 749.

This 21st day of December, A.D., 1989, at 2:33 o'clock P. M.

Mary Lee Carter
Register of Deeds
Recorded and verified:

BY Deborah S. Dameron
Deputy/Assistant Register of Deeds