

Providence Flat Swamp Forest

Mecklenburg County

Project ID #100627

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





NCCGIA, NC911 Board

NC DEQ Mitigation Services

Site Name: Providence Flat Swamp Forest

Project Number: 100627

Date Updated: 4/4/2024

Project Centroid : 35.052598,-80.784009

● ProjectPoint

▭ Projects

● Infrastructure Points

— Infrastructure Lines

Infrastructure Polygons

▭ Infrastructure Polygons

0 150 300 450 Feet

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Drawn by & mail
Robinson, Wadsworth
& Hinson

Box 9
(BWA)

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY NC
2000 SEP 27 04 04 PM
BOOK 11600 PAGE 667-674 FEE \$20.00
INSTRUMENT # 2000139978

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

MECKLENBURG COUNTY

THIS CONSERVATION EASEMENT ("Conservation Easement"), made this 27th day of September, 2000, by and between **WCF LIMITED PARTNERSHIP**, a North Carolina limited partnership ("**Grantor**") and the **STATE OF NORTH CAROLINA** whose mailing address is State of North Carolina State Property Office, 116 West Jones Street, Raleigh, NC 27603-8003, ("**Grantee**"). The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 *et seq.*, the State of North Carolina has established the Wetlands Restoration Program (as defined in N.C. Gen. Stat. 143-214.8) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, and creating wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8, two of the components of the Wetlands Restoration Program are (1) restoration and perpetual maintenance of wetlands, riparian areas, and surface waters and (2) land ownership and management; and

WHEREAS, Grantor owns in fee simple certain real property situate, lying, and being in Mecklenburg County, North Carolina and more particularly described below as the Protected Property; and

WHEREAS, Grantor is willing to grant this Conservation Easement on the Protected Property, thereby restricting and limiting the use of the Protected Property on the terms and conditions and for the purposes hereinafter set below, and Grantee is willing to accept such the Conservation Easement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set out below, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, and subject to existing easements of record and the terms and provisions of this Conservation Easement, an easement of the nature and character and to the extent set forth below, over the Protected Property for the benefit of the people of North Carolina. The "**Protected Property**" is located in Providence Township, Mecklenburg County, North Carolina, and is more particularly described on Exhibit A attached to and made part of this Conservation Easement by this reference.

AND Grantor covenants that it is seized of said Protected Property in fee and has the right to convey the Conservation Easement herein granted; that subject to existing easements of record and the title exceptions set forth below, the same is free from encumbrances and that it will warrant and defend title to the same against the lawful claims of all persons whomsoever. Title to the Protected Property is subject to the following exceptions:

none

ARTICLE I. PURPOSES

The purposes of this Conservation Easement are to maintain, and preserve a wetland and/or riparian resource on the Protected Property that contributes to the protection and improvement of water quality, flood prevention, aquatic habitat and wildlife habitat, to maintain permanently the Protected Property in its natural condition, consistent with these purposes; and to prevent any use of the Protected Property that will significantly impair or interfere with these purposes. To achieve these purposes, the Conservation Easement is granted subject to the conditions, restrictions, reservations and limitations set forth below.

ARTICLE II. DURATION OF EASEMENT

This Conservation Easement shall be perpetual and is an easement in gross which runs with the land and is enforceable by Grantee and its successors and assigns.

ARTICLE III. RESERVED USES AND RESTRICTED ACTIVITIES

The Protected Property shall be restricted from any development or usage that would materially impair or interfere with the purposes of this Conservation Easement. The following specific uses are prohibited, restricted, or reserved as indicated:

- A. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Protected Property or any introduction of non-native plants and/or animal species is prohibited unless the Grantee shall give its prior written consent or unless otherwise expressly permitted herein.
- B. Construction and Residential Use. Except as permitted with prior written consent by Grantee, there shall be no constructing or placing on or above the Protected Property of (i) any building, mobile home, asphalt or concrete pavement, bill board or other advertising display, antenna, utility pole, tower, conduit or line; or (ii) any other temporary or permanent structure or facility.
- C. Industrial and Commercial Use. Industrial and commercial activities, including any right of passage used in conjunction with commercial or industrial activity are prohibited on the Protected Property.
- D. Agricultural, Grazing and Horticultural Use. Agricultural, grazing, and horticultural use of the Protected Property is prohibited.

E. Silvicultural Use and Land Clearing. There may be no destruction or cutting of trees or plants on the Protected Property, except to control insects and disease.

F. Recreational. Grantor expressly reserves the right to; (i) undeveloped recreational uses of the Protected Property (including, without limitation, hunting, hiking, walking and fishing and as a recreational amenity to uses which may be developed on land adjoining and/or in the vicinity of the Protected Property); and (ii) access to the Protected Property for such purposes.

G. Signage. Display of billboards, signs or advertisements is prohibited on or over the Protected Property, except the posting of no trespassing signs, signs identifying the conservation values of the Protected Property or other permitted use of the Protected Property and/or signs identifying the Grantor as owner of the Protected Property and/or Grantee as the holder of a conservation easement on the Protected Property.

H. Educational. Grantor reserves the right to scientific, educational and charitable uses (including, without limitation, organized educational activities such as site visits, studies and observations) of the Protected Property and the right of access to the Protected Property for such purposes.

I. Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks on the Protected Property is prohibited.

J. Mineral Use, Excavation, Dredging. Except to restore natural topography or drainage patterns, there shall be no grading, filling, excavation, dredging, mining or drilling and no removal of topsoil, sand, gravel, rock, peat, minerals or other materials and no change in the topography of the land in any manner on the Protected Property,.

K. Water Quality and Drainage Pattern. There shall be no activities conducted on the Protected Property that would be detrimental to water purity or any of the plants or habitats within the Protected Property or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Protected Property, or cause soil degradation or erosion. Diking, dredging, alteration, draining, filling or removal of wetland is prohibited.

ARTICLE IV. GRANTOR'S ADDITIONAL RESERVED RIGHTS

The Grantor to its successors and assigns hereby reserves the right to quiet enjoyment of the Protected Property, the right to ingress, egress and regress between the Protected Property and all adjacent property presently owned by Grantor, the right to continue such uses as exist as of the date of this grant not inconsistent with this Conservation Easement and the right to sell, transfer, gift or otherwise convey the Protected Property and/or any of the rights reserved to Grantor in this Conservation Easement, in whole or in part, provided such sale, transfer or gift conveyance is subject to the terms of this Conservation Easement. Grantor reserves all rights accruing from ownership of the Protected Property, including the right to engage in or permit or

invite others to engage in uses of the Protected Property that are not prohibited or restricted by the provisions of this Conservation Easement and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, Grantor expressly reserves to Grantor, and Grantor's successors and assigns and its and their invitees and licensees, the right of access to the Protected Property, and the right of quiet enjoyment of the Protected Property.

ARTICLE V. GRANTEE'S RIGHTS

The Grantee and authorized representatives of the Grantee shall have the right, after reasonable notice to Grantor or its successors and assigns, to enter the Protected Property at reasonable times to; (i) inspect the Protected Property to determine if the terms, conditions, restrictions, and purposes of this Conservation Easement have been complied with; and (ii) undertake reasonable activities to manage, maintain, and monitor the wetland and riparian resources on the Protected Property. These activities may include, with the prior written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed, the planting of trees, shrubs and herbaceous vegetation, and installation of monitoring wells. The access rights granted to Grantee in this Conservation Easement do not include public access rights and Grantee shall not permit any access to the Protected Property by the public or for any purpose not expressly authorized by this Conservation Easement.

ARTICLE VI. MODIFICATION

The Grantor may request permission to vary from any restriction or limitation on the use of the Protected Property set forth in this Conservation Easement for good cause shown, provided that any such request is consistent with the purposes of this Conservation Easement. The Grantor shall not vary from any restriction or limitation on the use of the Protected Property set forth in this Conservation Easement without first obtaining written approval, which approval shall not be withheld, conditioned or delayed unreasonably, from both the Wetlands Restoration Program, whose mailing address is 1619 Mail Services Center, Raleigh, NC 27699-1619, and the U.S. Army Corps of Engineers, Wilmington District Engineer, whose mailing address is P.O. Box 1890, Wilmington, NC 28402-1890. Any approvals from the U.S. Army Corps of Engineers, Wilmington District Engineer, required by this Conservation Easement refers to approvals due to the use of the property as mitigation property. Nothing in this document shall be construed as affecting in any way permit requirements or processes under Section 404 of the Clean Water Act.

ARTICLE VII. ENFORCEMENT AND REMEDIES

A. In the event that Grantee believes that Grantor, its agents, successors or assigns has violated or is threatening to violate any of the terms, conditions, or restrictions of this Conservation Easement, the Grantee shall notify the Grantor in writing of such alleged breach. The Grantor shall have ninety (90) days after receipt of such notice to undertake actions that are reasonably calculated to promptly correct the conditions believed to constitute such alleged breach. If the alleged breach remains uncured after such ninety (90) day period, or any other time period agreed upon by both parties in writing, the Grantee may institute a suit to enjoin such alleged violation and if necessary, to require

the restoration of the Protected Property to its condition prior to the violation at the Grantor's expense.

B. No failure on the part of Grantee to enforce any covenant or provision of this Conservation Easement shall discharge or invalidate such covenant or any other covenant, condition, or provision of this Conservation Easement or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

ARTICLE VIII. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of N.C. Gen. Stat. § 143-214.8 *et seq.*, the Wetlands Restoration Program.

B. The granting of this Conservation Easement does not convey to the public any right to enter the Protected Property for any purpose whatsoever.

C. This Conservation Easement sets forth the entire agreement of the parties with respect to the subject matter of this Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the same. If any provision of this Conservation Easement 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 to be invalid, shall not be affected.

D. Any notices required or permitted to be given by this Conservation Easement shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to such other address as any party establishes in writing upon notification to the others.

E. Grantor shall notify Grantee in writing of the name and address of any party to whom the Protected Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Protected Property is conveyed subject to this Conservation Easement.

TO HAVE AND TO HOLD the Conservation Easement granted above perpetually unto Grantee for the purposes set forth above.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed under seal as of the day and year first above written.

[signatures begin on the follow page]

GRANTOR:

WCF LIMITED PARTNERSHIP, a North Carolina limited partnership (SEAL)

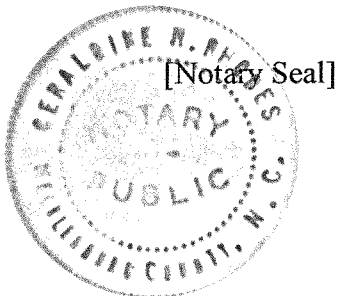
By: *Wayland H. Cato, Jr.* (SEAL)
Name: Wayland H. Cato, Jr.
Title: ~~General Partner~~ * as general partner of WCF Limited Partnership, a North Carolina limited partnership

NORTH CAROLINA, Mecklenburg County

I, a Notary Public of the County and State aforesaid, certify that **Wayland H. Cato, Jr.*** as general partner of **WCF Limited Partnership**, a North Carolina limited partnership, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument as general partner of and on behalf of **WCF Limited Partnership**, a North Carolina limited partnership. Witness my hand and official seal, this 24th day of June, 2000.

Geraldine H. Rhodes Notary Public

My Commission expires: June 24, 2001



* Trustee of the Wayland H. Cato, Jr. Revocable Trust dated January 2, 1991, as amended, as general partner of Cato Family Real Estate Limited Partnership, a Georgia limited partnership,

EXHIBIT A
Property Description of Wetlands Preservation Site
17.900 acres

Lying and being in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

To locate the point and place of beginning, commence at the southeast corner of the property of J-W Partnership (now or formerly) as described in Deed Book 8241, Page 261 of the Mecklenburg County Public Registry; thence, S 07-13-29 E 88.91 feet to a point, the point and place of BEGINNING; thence, S 07-13-30 W 670.57 feet to a point; thence, N 82-46-30 W 89.47 feet to a point; thence, S 73-47-07 W 47.61 feet to a point; thence, S 37-29-25 W 555.02 feet to a point; thence, S 42-00-31 W 188.94 feet to a point; thence, S 59-09-50 W 74.63 feet to a point; thence, S 70-05-14 W 120.84 feet to a point in an existing gravel road; thence, with and along the margin of the existing gravel road, the following ten (10) courses and distances: (1) N 37-23-05 W 52.70 feet to a point; (2) N 61-16-02 W 189.06 feet to a point; (3) N 44-33-51 W 103.00 feet to a point; (4) N 10-30-55 W 183.97 feet to a point; (5) N 00-45-46 E 129.73 feet to a point; (6) N 19-54-31 E 52.18 feet to a point; (7) N 43-15-59 E 225.25 feet to a point; (8) N 52-57-15 E 167.44 feet to a point; (9) N 26-05-36 E 258.14 feet to a point; and (10) N 15-08-38 E 104.56 feet to a point; thence, N 79-03-56 E 64.04 feet to a point; thence, S 08-42-45 E 130.87 feet to a point; thence, S 77-33-28 E 253.94 feet to a point; thence, N 57-35-27 E 111.64 feet to a point; thence, N 16-33-29 E 211.91 feet to a point; thence, N 72-26-43 E 241.93 feet to the point and place of BEGINNING, containing 17.900 acres, more or less, as shown on a Boundary and Wetlands Survey for Childress-Klein of Wetlands Preservation Site, dated January 13, 2000, prepared by Carolina Surveyors, Inc., Hugh E. White, Jr., NCRLS and SCRLS.