

**ASSIGNMENT OF CONSERVATION EASEMENT**

**STATE OF NORTH CAROLINA**  
**PIN:**

**COUNTY OF** \_\_\_\_\_  
**CWMTF No.** \_\_\_\_\_

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**Prepared by:**

**After Recording Return to: Ms. Robin M. Hammond, Esq.**  
**NC Clean Water Management Trust Fund**  
**1651 Mail Service Center**  
**Raleigh, NC 27699-1651**

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**THIS ASSIGNMENT OF CONSERVATION EASEMENT** is made and executed on this the \_\_\_\_ day of February 2007, by and between **NAME OF LAND TRUST**, a North Carolina nonprofit corporation, with a mailing address of \_\_\_\_\_, North Carolina 28793 (“Assignor”) and **STATE OF NORTH CAROLINA** (“State” or “Assignee”) with a mailing address of c/o State Property Office, Attn: CWMTF Real Property Agent, 1312 Mail Service Center, Raleigh, NC 27699-1321, acting solely through **CLEAN WATER MANAGEMENT TRUST FUND** an independent agency of the State with a mailing address of 1651 Mail Service Center, Raleigh, North Carolina 27699-1651 (“Fund”).

**RECITALS & CONSERVATION PURPOSES**

A. Assignor is a nonprofit corporation, operated primarily for conservation purposes, including protection of environmentally valuable and sensitive land for charitable, scientific, educational, and aesthetic purposes. Assignee is a sovereign entity and as such is authorized to accept, hold, and administer interests in land including conservation easements, is a “qualified organization” and an “eligible donee” within the meaning of Section 170(h) (3) of the Internal Revenue Code and regulations promulgated there under, and is an eligible holder of conservation easements within the meaning of Chapter 121, Article 4 of the North Carolina General Statutes (“NCGS”).

B. The Fund is authorized by NCGS Chapter 113A, Article 18 to finance projects and to acquire land and interests in land, including conservation easements for riparian buffers for purposes of providing environmental protection for surface waters and urban drinking water supplies, and establishing a network of riparian greenways for environmental, educational, and recreational uses.

C. Assignor acquired a conservation easement by instrument recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County Registry, on \_\_\_\_\_ (the "Conservation Easement") on certain lands located in \_\_\_\_\_ Township, \_\_\_\_\_ County, North Carolina, being hereinafter referred to as the "Property" and being more particularly described in the Conservation Easement.

D. The Conservation Easement sets aside an area of the Property containing \_\_\_\_ acres, more or less, which is referred to as the "Easement Area", is more fully described in the Conservation Easement, and is depicted on a map entitled "\_\_\_\_\_" prepared by \_\_\_\_\_ PLS, dated \_\_\_\_\_, and recorded in Book of Maps \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County Registry. The Conservation Easement sets forth certain restrictions on the use of the Easement Area.

E. Assignor has received a grant from the Fund identified in Grant Agreement No. \_\_\_\_\_ (the "Grant Agreement"), in consideration of which it acquired the Conservation Easement. Grantor and Assignor have agreed in the Conservation Easement that the Easement Area shall be conserved and managed in a manner that will protect the quality of waters of the Green River and streams tributary thereto, and otherwise promote the public purposes authorized by NCGS Chapter 113A, Article 18, and the parties hereto acknowledge that such restricted use is in accordance with, and furthers the purposes of, the Grant Agreement.

F. The terms of the Grant Agreement require Assignor to assign the Conservation Easement to the State.

**NOW, THEREFORE**, for and in consideration of monies coming from the Fund, in fulfillment of terms of the Grant Agreement identified herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, convey and deliver to State, and State, acting solely through the Fund, hereby accepts this Assignment of Conservation Easement.

**PROVIDED HOWEVER**, Assignor hereby expressly reserves unto itself a *nonexclusive* right to monitor and observe the Easement Area including a right of ingress, egress and regress over, upon and across the Property to and from the Easement Area, to exercise said non-exclusive monitoring rights, and further accepts unto itself the obligation to report to the Fund any potential violations of the Easement Area.

**IN WITNESS WHEREOF**, Assignor and Assignee, by authority duly given, have hereunto caused these presents to be executed in such form as to be binding, to be effective upon the date of recordation in the public records of Henderson County, North Carolina.

**ASSIGNOR:**  
**NAME OF LAND TRUST,**  
a NC nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)

**ATTEST:**

By: \_\_\_\_\_  
(Asst.) Secretary

NORTH CAROLINA

\_\_\_\_\_ COUNTY

I certify that the following person(s) personally appeared before me this day, and:

- I have personal knowledge of the identity of the principal(s); or
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification and with the principal's photograph in the form of \_\_\_\_\_;  
or
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he/she voluntarily executed the foregoing instrument for the purposes therein expressed and in the capacity indicated: \_\_\_\_\_ (names/capacities of principals).

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

\_\_\_\_\_, Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STAMP/SEAL