ASSIGNMENT OF CONSERVATION EASEMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Property

Prepared by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the North Carolina Land and Water Fund

After Recording Return to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NORTH CAROLINA \_\_\_\_\_\_\_\_\_\_\_ COUNTY

Tax Parcel No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NCLWF No. \_\_\_\_\_\_\_\_

THIS ASSIGNMENT OF CONSERVATION EASEMENT is made and executed on this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_20\_\_, by [NAME OF ORGANIZATION]a North Carolina nonprofit corporation organized and existing under the laws of the State of North Carolina (“**Assignor**” or “**\_\_\_\_\_\_**”) ,with an address of [ADDRESS], to the STATE OF NORTH CAROLINA (“**Assignee**” or “**State**”), with a mailing address of c/o State Property Office, Attn: NCLWF Real Property Agent, 1321 Mail Service Center, Raleigh, NC 27699-1321, acting by and through the NORTH CAROLINA LAND AND WATER FUND (“**Fund**”) a.k.a. the North Carolina Clean Water Management Trust Fund, a division of the North Carolina Department of Natural and Cultural Resources, with an address of Attn: Stewardship, 1651 Mail Service Center, Raleigh, North Carolina 27699-1651.

RECITALS

1. 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.
2. 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 of 1986 and regulations promulgated there under, and is an eligible holder of conservation easements within the meaning of North Carolina General Statutes (“**N.C.G.S.**”) Chapter 121, Article 4, the “Conservation and Historic Preservation Agreements Act.”
3. The Fund is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41 to acquire land and interests in land, including conservation easements:

* for riparian buffers for the 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; and
* for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs; and
* to provide buffers around military bases to protect the military mission; and
* that represent the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geological systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes; and
* that contribute to the development of a balanced State program of historic properties.

1. Assignor acquired a conservation easement by instrument recorded in Book \_\_\_\_\_\_, Page \_\_\_\_\_\_, \_\_\_\_\_\_\_\_ County Register of Deeds, on \_\_\_\_\_\_\_\_ (the “**Conservation Easement**”) on certain lands owned by \_\_\_\_\_\_\_\_ (“**Easement Grantor**”), located in \_\_\_\_\_\_\_\_\_ Township, \_\_\_\_\_\_\_\_\_County, North Carolina, being hereinafter referred to as the “**Easement Area**” and being more particularly described in the Conservation Easement.
2. Assignor has received a grant from the Fund identified in Grant Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Grant Contract**”), in consideration of which it acquired the Conservation Easement. Easement Grantor and Assignor have agreed in the Conservation Easement that the Easement Area shall be conserved and managed in a manner that will fulfill the purposes of the Conservation Easement, and otherwise promote the public purposes authorized by N.C.G.S. Chapter 143B, Article 2, Part 41, and the parties hereto acknowledge that such restricted use is in accordance with, and furthers the purposes of, the Grant Contract.

F. The Conservation Easement sets aside an area of land containing \_\_\_\_ acres, more or less, which 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 in order to fulfill the terms of the Grant Contract.

G. The terms of the Grant Contract require Assignor to assign the Conservation Easement to the Assignee and retain unto itself the nonexclusive right and obligation to monitor the Easement Area and report on its condition to the Fund at least annually together with a right of access to and from the Easement Area, and Easement Grantor consented to this Assignment by executing the Conservation Easement.

NOW, THEREFORE, for and in consideration of monies paid or to be paid by the Fund to Assignor pursuant to the Grant Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and convey the Conservation Easement to the State, and the State, acting by and through the Fund, hereby accepts this Assignment of Conservation Easement by the recording hereof.

PROVIDED HOWEVER, Assignorhereby reserves unto itself a nonexclusive right and obligation to monitor and observe the Easement Area, including a right of ingress, egress, and regress to and from the Easement Area over, upon, and across all access rights of way and easements appurtenant to the Conservation Easement, to exercise said monitoring rights and obligations, and further accepts unto itself the obligation to report annually to the Fund any potential violations of the Conservation Easement.

### PROVIDED FURTHER, that the associated stewardship monies awarded under the Grant Contract shall be administered pursuant to N.C.G.S. §143B-135.236 which establishes the North Carolina Conservation Easement Endowment Fund, or any successor law, and the internal policies and procedures of the Fund, which provide, *inter alia* that [STEWARD]’s obligation to monitor the Easement Area at any given time is contingent on availability of such stewardship funds.

### PROVIDED FURTHER, the parties hereto specifically acknowledge that the reservation by [STEWARD] of this nonexclusive right and obligation to monitor and report on the Easement Area is assignable separate and apart from the Conservation Easement and the rights and responsibilities of the Grantee created thereunder, but such assignment may be made only with the written consent of the Fund and notice to the Easement Grantor, and if so assigned, such assignment shall have no effect on the rights and obligations of the State as the ultimate grantee of the Conservation Easement, or the rights and obligations of any subsequent grantee.

### PROVIDED FURTHER, that any such assignment of [STEWARD]’s annual obligation to monitor and report on the Easement Area shall be evidenced by a written instrument signed by the parties thereto, a notice of which shall be recorded in the Office of the Register of Deeds of \_\_\_\_\_\_\_\_ County, and which shall include a right of entry onto the Easement Area for the assignee of said monitoring obligation, and shall require the monitoring to be carried out in accordance with and subject to N.C.G.S. §143B-135.236 and any successor law, and the Fund’s internal stewardship policies and procedures.

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[See next page for signatures and notary acknowledgement]

IN WITNESS WHEREOF, Assignor, by authority duly given has hereunto caused these presents to be executed in such form as to be binding, to be effective upon execution, and Assignee, acting by and through the Fund, agrees to and accepts this Assignment by the recording hereof in the public records of \_\_\_\_\_\_\_\_\_\_ County, North Carolina.

ASSIGNOR:

[ORGANIZATION]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Corporate Seal] Name:

Title:

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

NORTH CAROLINA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally came before me this date and acknowledged that he/she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing document was signed in its name by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, sealed with its corporate seal and attested by him/herself as its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Witness my hand and official stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

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

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

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

STAMP/SEAL