**STATE OF NORTH CAROLINA PARCEL ID:** **Enter parcel ID**

**COUNTY OF** **Enter county name ADM-ADFP-MIL-RCPP-Enter Number**

**NAVY CONTRACT NO.**

**Enter Contract No.**

**PREPARED BY:** **Enter name**

All correspondence pertaining to this Easement must include reference to: FILE NO. **Enter File No.** CONTRACT NO. **Enter Contract No.**

**DEED OF EASEMENT**

THIS DEED OF EASEMENT ("Easement") made this Enter day with numerals and letter suffixes day of , , by and between Enter landowner name(s), having an address at Enter landowner mailing address, ("GRANTOR") and THE WORKING LANDS TRUST, INC., a North Carolina non-profit corporation, STATE OF NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (NCDA&CS), acting by and through the North Carolina Agriculture Development and Farmland Preservation Trust Fund (the “ADFPTF”), and the UNITED STATES OF AMERICA, acting by and through the Department of the Navy (“NAVY”), collectively known and referred to as the (“CO-GRANTEEs”).

This Easement is based upon a form that assumes there are multiple CO-GRANTEEs. In the event this assumption is wrong for this Easement, then, as appropriate, any Provision assuming multiple CO-GRANTEEs shall be interpreted to mean only one CO-GRANTEE, as the case may be.

**RECITALS**

WHEREAS, the NCDA&CS is an instrument of the State of North Carolina created pursuant to North Carolina General Statute Article 1, Chapter 106 for the purpose of promoting

and improving agriculture, agribusiness and forests; protecting consumers and businesses; and conserving farmland, forests and natural resources for the prosperity of all North Carolinians.

WHEREAS, North Carolina General Statute 106-583 et seq., which states that “It is declared to be the policy of the State of North Carolina to promote the efficient production and utilization of the products of the soil as essential to the health and welfare of our people and to promote a sound and prosperous agriculture and rural life as indispensable to the maintenance of maximum prosperity;”

WHEREAS, the CO-GRANTEEs intend to work together for the purpose of conserving the agricultural productivity of certain property (“PROPERTY”) and its value for resource preservation and as open space, and for the purpose of limiting the use or development of the PROPERTY that would otherwise be incompatible with the military mission of Marine Corps Installations East-Marine Corps Base Camp Lejeune, Marine Corps Air Station New River, or Marine Corps Air Station Cherry Point as well as to advance the conservation and agriculture objectives of the NCDA&CS by acquiring easement interests in certain real property located within the area of interest (Exhibit A). This Agreement in no way restricts the NAVY and the NCDA&CS from participating in similar activities with other public or private agencies, organizations, or individuals.

WHEREAS, PROPERTY is adjacent to or in the vicinity Marine Corps Installations East-Marine Corps Base Camp Lejeune, Marine Corps Air Station New River, or Marine Corps Air Station Cherry Point, and therefore, the United States of America, acting by and through the Secretary of the NAVY or his or her delegate entered into an agreement September 21, 2018 pursuant to 10 U.S.C. § 2684a (“Encroachment Protection Agreement”) with NCDA&CS a qualified eligible entity, to receive Government contribution(s) to acquire interests in property such as the Property in the vicinity of the Installation in order to limit encroachment on military training, testing, and operations and otherwise meet the objectives of the Government and the Grantees through such acquisition from a willing landowner. Thus, it is also the purpose of this Easement to limit any development or use of the Property that would otherwise be incompatible with the mission of the Installation, or might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or near the Installation (together, with “mission compatibility purposes”).

WHEREAS, the United States Marine Corps operates out of Enter name of installation (“Installation”), and its associated ranges and airspace, which are a set of land, air and sea assets that are critical to maintaining the nation's readiness for warfare, peacekeeping and humanitarian missions worldwide. This area overlies the other environmentally sensitive areas throughout eastern North Carolina, creating an overlapping interest amongst the CO-GRANTEEs.

WHEREAS, the Enter easement holding entity name, Inc. is a nonprofit corporation incorporated under the laws of the State of North Carolina as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code, and whose purpose is to ensure the long-term protection and sustainability of our nation's food and fiber supply.

WHEREAS, pursuant to 10 U.S.C. § 2684a, the CO-GRANTEEs entered into an agreement identified as (“Encroachment Protection Agreement”), dated September 21, 2018, whereby the CO-GRANTEEs agreed to coordinate for the acquisition of certain easement interests on, over and across said PROPERTY in support of Marine Corps military training.

WHEREAS, GRANTOR is the sole owner in fee simple, of a certain farm, and/or forest PROPERTY identified in Exhibit Enter exhibit letter or number located in Enter township name Township, Enter county name County, North Carolina and identified on the plat of PROPERTY entitled “Enter easement name Easement” prepared by Enter surveyor which plat is recorded at Plat Book Enter book number Page Enter page number, Enter county name County Registry with said PROPERTY totaling Enter number of acres acres, more or less, covered by this Easement.

WHEREAS, the PROPERTY consists primarily of productive agricultural land and forest land, and the majority of those soils have been classified as “prime” or “statewide important” soils by the Natural Resources Conservation Service (NRCS). The PROPERTY also contains within its boundary buildings and/or improvements as shown on Exhibit Enter exhibit letter or number attached hereto and incorporated herein.

WHEREAS, it is the purpose of this Easement to:

(a) restrict the use and development of said PROPERTY that would encumber, impede, limit, or otherwise be incompatible with the mission of the Marine Corps; and

(b) to protect the green space, silvicultural and agricultural soils, and agricultural and silvicultural viability and productivity by limiting nonagricultural uses of the PROPERTY; and

(c) to protect the natural wildlife habitat, historical, and scenic resources in a manner that is compatible with environmental requirements that would not, whether directly or indirectly, interfere with current or anticipated military training, testing or operations. The agricultural, natural, wildlife habitat and scenic resources of the PROPERTY are collectively referred to as the “Conservation Values” of the PROPERTY.

WHEREAS, the specific Conservation Values of the Property and its current use and state of improvement are described in a Baseline Documentation Report (“REPORT”) prepared by CO-GRANTEES with the cooperation of GRANTOR, and acknowledged by all CO-GRANTEEs to be accurate as of the date of this Easement. This REPORT may be used by the CO-GRANTEES to evaluate any future changes in the use or character of the PROPERTY in order to ensure the terms and conditions of this Easement are fulfilled. The REPORT, however, is not intended to preclude the use of other evidence to establish the present condition of the PROPERTY if there is a controversy over its use. The CO-GRANTEEs have copies of the Report, and the original Report will remain on file at the office of the ADFPTF.

WHEREAS, the GRANTOR and CO-GRANTEEs agree that the current agricultural use of, and improvements to, the PROPERTY are consistent with the conservation purposes of this Easement.

WHEREAS, the GRANTOR agrees to create and implement a Land Management Plan that is developed utilizing the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 and approved by the CO-GRANTEEs.

**ARTICLE I. GRANT AND DURATION OF EASEMENT**

The above paragraphs are incorporated as if more fully set forth herein.

WHEREAS, the ADFPTF and the ADFPTF Advisory Committee established within NCDA&CS has been authorized under North Carolina General Statute **§ 106-744 to purchase easements**, and has agreed to pay the sum of Enter amount spelled out ($Enter amount in numerals.00) to GRANTOR as partial monetary consideration for granting this Easement.

WHEREAS, the Department of the Navy has agreed to pay the sum of Enter amount spelled out ($Enter amount in numerals.00) to the GRANTOR via NCDA&CS, as partial monetary consideration for granting this Easement;

NOW, THEREFORE, in consideration of Enter amount spelled out ($Enter amount in numerals.00), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the “TERMS”) hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, GRANTOR unconditionally and irrevocably hereby grants and conveys unto CO-GRANTEEs, their successors and assigns, forever and in perpetuity an Easement of the nature and character and to the extent hereinafter set forth, with respect to the PROPERTY;

This Easement shall be  and, as such, it is inheritable and assignable in accordance with Article VII, runs with the land as an incorporeal interest in the PROPERTY, and is enforceable with respect to the PROPERTY by the CO-GRANTEEs against GRANTOR and all personal representatives, heirs, successors and assigns.

**ARTICLE II. RESTRICTIONS, PROHIBITIONS, AND PERMITTED ACTIVITIES**

(A) General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and structures under this Easement.

1. Extinguishment of Development Rights. Except as otherwise reserved to GRANTOR in this Easement, all development rights appurtenant to the Protected Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the PROPERTY as it now or hereafter may be bounded or described, or used or transferred to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the PROPERTY or any other property by anyone including GRANTOR and CO-GRANTEES.

(C) Right to Farm. GRANTOR retains the right to farm, or to permit others to farm the protected PROPERTY, consistent with this Easement, in accordance with applicable local, state, and federal laws and regulations, and in accordance with the NRCS Conservation Plan. Subject to any prohibitions stated herein, farming, grazing, horticultural, silvicultural and animal husbandry operations are permitted only if conducted consistent with Best Management Practices promulgated by the State of North Carolina and in conformity with a Land Management Plan.

(D) Right to Privacy. GRANTOR retains the right to privacy and the right to exclude any member of the public from trespassing on the PROPERTY. This Easement is not intended to create any rights of the public in, on, or to the PROPERTY.

(E) Residential, Industrial, and Non-Agricultural Commercial Use. Residential, industrial and commercial use, including use as airfields and/or airstrips, of the PROPERTY, and access for such purposes is prohibited. This restriction does not prohibit the use of the PROPERTY or construction of improvements primarily for agricultural, horticultural, forestry, silvicultural and non-developed recreational purposes as more specifically defined herein.

(F) Right to Use the PROPERTY for Customary Rural Enterprises. GRANTOR retains the right to use the PROPERTY for otherwise lawful and customary rural enterprises, such as, but not limited to, farm machinery repair, sawmills, firewood distribution, for nature and historic tours, equestrian activities, and other passive or “Ecotourism”, “Agritourism” and “Special Events” as defined herein, educational programs or farm meetings and like activities, so long as such activities are consistent with Enter county name County zoning regulations and permits required by and issued by Enter county name County under its laws and ordinances. Any structures required for permitted purposes shall be located only within the Farmstead Areas, as shown on Exhibit Enter exhibit letter or number. Any permanent or temporary structure or otherwise addition to the impervious surface shall not cause the total impervious surface restriction of the PROPERTY to exceed two percent.

GRANTOR has the right to establish and carry out customary rural enterprises (e.g., farmers market, agricultural awareness meetings, etc.) provided said activities are compatible with this Easement. The enterprises shall be conducted in the buildings required for the agricultural use of the PROPERTY. Enterprises which market petroleum or chemical products are prohibited. For purposes herein, the term “Ecotourism” shall be broadly defined to mean tourism and activities that are carried out in a relatively undisturbed natural area that serves as a tool for the education, appreciation, and promotion of natural and cultural heritage that has minimal negative impacts on the environment and farming resources of the PROPERTY and promotes conservation and best management practices and provides constructive ongoing contributions to and for the local community.

The term “Agritourism” shall be broadly defined to mean those farming activities and traditional rural activities that are carried out on any agricultural location, including horticultural and agribusiness operations, that allow members of the general public, for recreational, entertainment, active involvement, or educational purposes, to view or enjoy rural activities, including farming, ranching, historic, cultural, harvest-your-own activities, or natural activities and attractions, or “Special Events” as defined herein, that have minimal negative impacts upon the environment and the purposes of this easement and are limited to “de minimis” access to and uses of the PROPERTY. An activity is an Agritourism activity whether or not the participant paid to participate in the activity.

The term “Special Events” shall be broadly defined to mean a one-time or infrequently occurring event outside normal “Agritourism” programs or activities that provides for an agriculturally based leisure, social or cultural experience outside the normal range of agritourism choices or beyond the everyday agricultural experience such as, but not limited to: seasonal festivals, harvest celebrations, field days, and the like. In no event shall “Special Events” exist on the PROPERTY for more than seven (7) cumulative days during a twelve (12) month period nor exist in a manner that negatively impacts the soils or purposes of this easement. Any parking associated with such events shall be located within the Farmstead Areas and/or existing farm roads as depicted in Exhibit Enter exhibit letter or number.

(G) Procedure to Construct Buildings and Other Improvements. The GRANTOR’s rights to construct or reconstruct/repair buildings and other improvements are described in subparagraphs (1) through (3) below. Any construction or reconstruction not expressly permitted below is prohibited. Whenever the GRANTOR plans to perform new construction on the PROPERTY, the GRANTOR will notify all the CO-GRANTEEs in writing by certified mail not less than ninety days (90) and ensure receipt prior to the date that GRANTOR intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the PROPERTY activity in sufficient detail to permit all the CO-GRANTEEs to make an informed judgment as to whether it is consistent with the purpose of this Easement. Failure of GRANTOR to give such notice shall be deemed a breach of the terms of this Easement. GRANTOR shall provide any other information or detail as requested by the CO-GRANTEEs to ensure compliance with this Easement. Within ninety days (90) of receipt of the request, the CO-GRANTEEs will grant or withhold its approval in writing. The CO-GRANTEEs’ approval may be withheld only upon reasonable determination by the CO-GRANTEEs that the construction proposed would be inconsistent with the purpose of this Easement and the restrictions on the use of the PROPERTY included herein. If a unanimous decision to grant approval cannot be given by the CO-GRANTEEs, then approval will be withheld.

All construction or reconstruction to the extent provided in law is subject to Enter name of jurisdiction  zoning regulations and must be consistent with permits required by and issued by the  of Enter name of jurisdiction under applicable laws and ordinances for such construction activities. Any building may be constructed under applicable laws and ordinances for such construction activities. Any building that may be constructed under this section may be repaired and replaced as long as such repair or replacement complies with this Easement. GRANTOR shall notify CO-GRANTEEs pursuant to the timeframes above if any repair or replacement does not meet the criteria for the previously approved project and/or does not meet the requirements for permitted activities.

Construction and Improvements not requiring the CO-GRANTEEs’ approvals, so long as such activities are consistent with the Conservation Values and mission compatibility purpose of this Easement, are as follows:

1. *Fences*. Existing fences may be repaired and replaced, and new fences may be built on the PROPERTY for purposes of reasonable and customary management of livestock and wildlife or to fence off the perimeter of the PROPERTY without any further permission of the CO-GRANTEEs.
2. *Road Construction and Maintenance*. Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the PROPERTY by this Easement are permitted. Such roads shall be located so as to minimize impact to prime and unique soils on the PROPERTY. No portion of the PROPERTY shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the advance written permission of the CO-GRANTEEs.
3. *Passive Recreational Use Improvements*. Improvements normally incidental to passive recreational use (such as, but not limited to, railings, benches, water fountains, and fences) are permitted provided the same are consistent with the purposes of this Easement. Trails, walkways, and vehicular access road and parking areas are permitted, provided the same are not paved, but maintained with loose gravel, permanent vegetation, or other organic material to stabilize or cover the ground. Cleared areas may be maintained in a cleared state with continuous mowing.

(H) Forest and Land Management. Pursuant to a forest management plan prepared by the North Carolina Forest Service or a North Carolina Registered Forester, trees may be removed, cut and otherwise managed. Land used for grazing, silvicultural, horticulture crops and animal husbandry operations on the PROPERTY shall be in a manner consistent with a Conservation Plan prepared by the GRANTOR in consultation with USDA and approved by the Soil and Water Conservation district. This Conservation Plan shall be developed using the standards and specifications of the USDA Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of execution of this Easement Deed. However, the GRANTOR may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the USDA Field Office Technical Guide standards and specifications.

(I) Passive Recreational Activities and Use. GRANTOR expressly reserves the right to engage in low impact non-developed recreational activities such as hunting, fishing, hiking, bird watching, etc., and to control access of all persons for the purpose of engaging in these activities, provided that these activities do not impact the protection and conservation of any animal habitat or other Conservation Values of the PROPERTY or violate other provisions of this Easement.

(J) Natural Resource Restoration and Enhancement Activities. Notwithstanding any terms contained within this Easement, GRANTOR may engage or contract others to engage in any activity designed to repair, restore, or otherwise enhance the natural resources found or once present on the PROPERTY in a manner that is consistent with the conservation values and mission purposes of the property.

(K) Access Across the PROPERTY. No right-of-way for utilities or roadways shall be granted across the PROPERTY in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Easement.

(L) Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial debris or byproducts, effluent and other materials on the PROPERTY is prohibited, whether by GRANTOR or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) the construction and/or maintenance of buildings and other improvements permitted under this Easement; or (2) Agriculture or other permitted uses on the PROPERTY. The storage of agricultural products, byproducts (including the composting of biodegradable materials for on-farm use), and agricultural equipment is allowable so long as such storage is done in accordance with all applicable government laws and regulations, is not capable of attracting or providing food for birds and is in such a manner as to not impair the purposes of this easement.

(M) Excavation; Surface and Sub-Surface Extraction. There shall be no filling, excavation, dredging, mining or drilling (surface and sub-surface), removal of topsoil, sand, gravel, rock, peat, minerals, hydrocarbons or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of farming operations or combating erosion of flooding and as reasonably necessary for any permitted maintenance, construction or reconstruction on the PROPERTY. GRANTOR shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned, or later acquired.

(N) Signage. Display of billboards, signs or advertisements is prohibited on or over the PROPERTY, except to: (1) state solely the name and/or address of the PROPERTY and/or the owners; (2) advertise the sale or lease of the PROPERTY; (3) advertise the Agricultural uses of the PROPERTY; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the PROPERTY; (5) commemorate the history of the PROPERTY, its recognition under local, state or federal historical registers, or its protection under this Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the PROPERTY; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating PROPERTY boundaries, which CO-GRANTEEs encourage in order to prevent encroachments).

(O) Lighting Equipment. Lighting equipment, including but not limited to lasers, floodlights, searchlights, recreational lighting and all protective lighting, such as streetlights, shall have positive optical control that shines downward so that no direct light is emitted above the horizontal plane of the light fixture and located so that lighting does not interfere with military training activities. The PROPERTY shall not be used to generate visible emissions which violate the provisions of North Carolina Administrative Code 15A-NCAC-02D.0521, Control of Visible Emissions, as these provisions exist on the date of this Easement.

(P) Height Restrictions. The erection, construction, installation, cultivation, or alteration, whether public or private, of any structure, building, antenna, tower, wire, sign, or other obstruction, whatever its nature, extending more than 150 feet above ground level (AGL) is prohibited. At GRANTOR’s cost and expense, and free from any consequential damages, the CO-GRANTEEs may enter upon the PROPERTY to alter or remove all structures, buildings, antennas, towers, or other non-vegetative obstructions, whatever their nature, extending more than Enter height in feet feet AGL erected, constructed, or installed on the PROPERTY from and after the date of this Easement.

(Q) Electrical Emissions. Land uses that produce electrical emissions that would interfere with aircraft communications or navigational and or targeting equipment (air to air and air to ground) are prohibited.

(R) Airfields. No new airstrips/airfields comprised of dirt, grass, concrete, or any other substance shall be constructed on the PROPERTY.

(S) Operational and Training Hazards. No operations of any type, with the exception of activities incidental to agriculture, are permitted that produce smoke, steam, glare or other visual hazards, or encourage concentrations of birds, such as bird feeding stations, fracking ponds, manmade lakes, created wetlands or wastewater treatment plants that may be dangerous for aircraft operating under the control of the INSTALLATION. Use of prescribed fire for silvicultural purposes and or burning for mitigation of fire hazards may be conducted on the PROPERTY with two conditions. First, CO-GRANTEEs require that these activities be in compliance with the Conservation Plan and Forest Management Plan. Second, the INSTALLATION, specifically the Airspace Manager, must be coordinated with prior to and after burning activities (location, dates, and times). CO-GRANTEEs require that habitat improvement activities be in compliance with the Conservation Plan and Forest Management Plan. New or expanded aquaculture land use on the PROPERTY must be coordinated by all CO-GRANTEEs, including the INSTALLATION. CO-GRANTEEs and the INSTALLATION shall receive request for aquaculture land use activities in written format and shall have sixty (90) calendar days upon receipt of request to respond with approval, denial, or need for mitigation. Failure to respond to within sixty (90) days shall not be deemed approval by all CO-GRANTEEs or the INSTALLATION. If any approval of these proposed activities requires mitigation, such mitigation must also be approved by all CO-GRANTEEs and coordinated with the INSTALLATION to ensure such mitigation will not interfere with INSTALLATION missions. Further, unmanned aerial vehicle (UAV)/unmanned aerial system (UAS) operations above 100 feet AGL are prohibited.

(T) Subdivision. Subdivision, partitioning or dividing the PROPERTY is prohibited except as allowed in Article II, Section E of this Easement or as previously agreed upon in writing by the Navy and shown on the survey plat recorded in Book Enter book number, Page Enter page number of the Enter county name County Registry attached hereto as Exhibit Enter exhibit letter or number and incorporated herein by reference.

**ARTICLE III. GRANT OF UNRESERVED PROPERTY Rights**

GRANTOR retains the right to sell, devise, transfer, lease, mortgage or otherwise encumber the PROPERTY subject to the provisions of this Easement. GRANTOR retains the right to sell, trade, or exchange credits allocated to Agricultural products produced on the PROPERTY. GRANTOR hereby grants to CO-GRANTEEs all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the PROPERTY, and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise and may not be used for the purpose of calculating permissible lot yield of the PROPERTY or any other property. GRANTOR further agrees that the PROPERTY shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property. Unless otherwise specified below, nothing in this Easement shall require the GRANTOR to take any action to restore the condition of the PROPERTY after any Act of God or other event over which they have no control. GRANTOR understands that nothing in this Easement relieves them of any obligation or restriction on the use of the PROPERTY imposed by law.

**ARTICLE IV. ENFORCEMENT AND REMEDIES**

(A) CO-GRANTEEs, and their employees, agents, or authorized representatives, shall have the right to enter the PROPERTY at reasonable times for the purpose of inspecting and surveying the PROPERTY to determine whether GRANTOR is complying with the Provisions of this Easement. The CO-GRANTEEs shall provide prior notice to GRANTOR at the last known address, unless the CO-GRANTEEs determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Easement which poses a serious or potentially permanent threat, in which latter case prior reasonable notice is not required.

(B) Upon any breach of a Provision of this Easement by GRANTOR, any CO-GRANTEE may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by *in rem*, *quasi in rem* or *in personam* jurisdiction; and require that the PROPERTY be restored promptly to the condition required by this Easement at the expense of GRANTOR. Before instituting such suit, the CO-GRANTEE seeking to take action must seek written concurrence of the other CO-GRANTEE. If either CO-GRANTEE disagrees with the proposed action, the CO-GRANTEEs will make every effort to reach agreement, but either CO-GRANTEE may proceed with the proposed action if the parties cannot reach agreement after 30 calendar days. The CO-GRANTEEs shall give notice to GRANTOR and provide 30 calendar days for cure; provided, however, that the CO-GRANTEEs need not provide such notice and cure period if the CO-GRANTEEs determine that immediate action is required to prevent, terminate, or mitigate a suspected or actual breach of this Easement.

(C) CO-GRANTEEs’ remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to the CO-GRANTEEs at law or equity. If GRANTOR is found to have breached any of GRANTOR’s obligations under this Easement, GRANTOR shall reimburse the CO-GRANTEEs for any costs or expenses incurred by either or all of the CO-GRANTEEs, including court costs and reasonable attorneys’ fees.

(D) No failure or delay on the part of the CO-GRANTEEs to enforce any Provision of this Easement shall discharge or invalidate such Provision or any other Provision or affect the right of the CO-GRANTEEs to enforce the same in the event of a subsequent breach or default.

**ARTICLE V. DUTIES AND WARRANTIES OF GRANTOR**

(A) Costs and Liabilities. The GRANTOR retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the PROPERTY.

(B) Recordation. CO-GRANTEEs shall record this instrument in a timely fashion in the official record of Enter county name County, North Carolina, and may re-record it at any time as may be required to preserve their rights under this Easement.

(C) Subsequent Transfers. The GRANTOR agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which they transfer or divest themselves of any interest, including leasehold interests, in the PROPERTY. The GRANTOR shall notify the CO-GRANTEEs in writing at least thirty (30) days before conveying the PROPERTY, or interest therein. Failure of GRANTOR to do so shall not impair the validity of the Easement or limit its enforceability in any way.

(D) Subordination. GRANTOR certifies that all mortgages, deeds of trust, or other liens (collectively “Liens”), if any, affecting the PROPERTY are subordinate to, or shall at time of recordation become subordinate to, the rights of CO-GRANTEEs under this Easement. Prior to receiving payment for this Easement, GRANTOR has provided, or shall provide, a copy of this Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively “Lienholders”) already affecting the PROPERTY or which will affect the PROPERTY prior to the recording of this Easement and shall also provide notice to CO-GRANTEEs of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Easement, its Lien to this Easement either by signing a subordination instrument contained at the end of this Easement which shall become a part of this Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

(E) Taxes. The GRANTOR shall continue to be solely responsible for payment of all taxes and assessments levied against the PROPERTY. With the understanding that the Federal Government and State of North Carolina do not pay such taxes, if CO-GRANTEEs are ever required to pay any taxes or assessments on their interest in the PROPERTY, the GRANTOR shall upon demand reimburse the CO-GRANTEEs for the same.

(F) Warranties. The GRANTOR who signed this Easement on the date set forth above is the sole owner of the PROPERTY in fee simple and has the right and ability to convey this Easement to CO-GRANTEEs. GRANTOR warrants that the PROPERTY is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Easement or otherwise specifically agreed to in writing by the CO-GRANTEEs and GRANTOR will warrant and defend the title against the lawful claims of all person whomsoever. GRANTOR warrants that he/she has no actual knowledge of any use or release of hazardous waste or toxic substances on the PROPERTY that is in violation of a federal, state, or local environmental laws and will defend, indemnify, and hold CO-GRANTEEs harmless against any claims of contamination from such substances. GRANTOR warrants that Exhibit A is an exhaustive list of all buildings and other improvements on the PROPERTY.

(G) Continuing Duties of GRANTOR. For purposes of this Easement, GRANTOR shall mean only, at any given time, the then current fee simple owner(s) of the PROPERTY and shall not include other owners preceding the current fee simple owner(s) of the PROPERTY, except that if any such preceding owners have violated any term of this Easement, they shall continue to be liable therefore.

(H) Annual Monitoring Report. The GRANTOR shall submit an annual inspection and monitoring report due on or before December 31 of each calendar year as stipulated in Contract #Enter contract number. The annual inspection and monitoring report will be completed by the non-governmental organization identified in Contract #Enter contract number.

**ARTICLE VI. CONDEMNATION**

By acceptance of this Easement by CO-GRANTEEs, the purposes of the PROPERTY as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the PROPERTY. Whenever all or part of the PROPERTY is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Easement, or this Easement is extinguished, in whole or in part, by other judicial proceeding, GRANTOR and CO-GRANTEEs shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. CO-GRANTEEs shall then divide the proceeds proportionate to the percentage of their original investment as follows: The NCDA&CS shall receive Enter percentage spelled out percent (Enter percentage in numerals%) of the proceeds. Any costs of a judicial proceeding allocated by a court to GRANTOR and CO-GRANTEEs shall be allocated in the same manner as the proceeds are allocated. Each party will be responsible for its own attorneys’ fees and costs.

**ARTICLE VII. MISCELLANEOUS**

(A) Transfer of Easement. Understanding that the Federal Government is not subject to state law, CO-GRANTEEs shall have the right to transfer this Easement, subject to the provisions of Articles IV, V, and VI, to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under 26 U.S.C. Section 170(h) of the Internal Revenue Code, as amended and under North Carolina General Statute 121-34 et seq., provided the agency or organization expressly agrees to assume the responsibility imposed on CO-GRANTEEs by this Easement. Any party proposing to transfer its interest shall provide at least 90 days written notice to all other parties. As a condition of such transfer, CO-GRANTEEs shall require that the conservation and restrictive purposes intended to be advanced hereunder shall be continued to be carried out pursuant to the terms of this easement. Additionally, the Navy and NCDA&CS must have the opportunity to review and approve the proposed transfer. If NCDA&CS ever ceases to exist or no longer qualifies under 26 U.S.C. Section 170(h) of the Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer NCDA&CS interest in this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this Easement.

(B) Amendment. GRANTOR and CO-GRANTEEs recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Easement. To this end, the GRANTOR and CO-GRANTEEs have the right to agree to amendments to this Easement. However:

1. The amendment must be approved in writing by the Navy’s Real Estate Contracting Officer;
2. The amendment must be approved in writing by the North Carolina Commissioner of Agriculture;

(3) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;

(4) Proposed amendments will not be approved unless, in the opinion of each CO-GRANTEE, the requested amendment either enhances or has no adverse effect on the compliance of this Easement and the amendment upholds the intent of the GRANTOR and the fiduciary obligation of the CO-GRANTEEs to protect the PROPERTY for the benefit of the public in perpetuity or a term no less than 25 years;

(5) The amendment must be in conformity with all of each CO-GRANTEEs’ policies in effect at the time of the amendment;

(6) The amendment must comply with Title 26 of the United States Code (Internal Revenue Code) and/or any regulations promulgated in accordance with those provisions; and

(7) Upon satisfaction of all requirements, the amendment must be recorded in the official record of Enter county name County, North Carolina, where this Easement is recorded.

(C) Compliance with Other Laws. The Provisions of this Easement do not replace, abrogate, or otherwise set aside any local, state, or federal laws, requirements or restrictions imposing limitations on the use of the PROPERTY.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which, if complied with by GRANTOR, would be a violation of a Provision of this Easement, GRANTOR shall: (i) if said law requires a specific act without any discretion on the part of GRANTOR, comply with said law and give CO-GRANTEEs written notice of GRANTOR’s compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time GRANTOR begins to comply; or (ii) if said law leaves to GRANTOR’s discretion how to comply with said law, use the method most protective of the provisions of this easement listed herein and give CO-GRANTEEs written notice of GRANTOR’s compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time GRANTOR begin to comply.

D) Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement. If any Provision is found to be invalid by a court with competent jurisdiction, the remainder of the Provisions of this 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.

(E) Survival of Terms/Merger of Fee and Easement. GRANTOR and CO-GRANTEEs agree that the terms of this Easement shall survive any merger of this fee and easement interest in the PROPERTY. In the event Land Trust or county Government becomes owner of the PROPERTY, or any portion thereof, Land Trust or county Government shall, at the request of the State, transfer any right title and interest it holds in this Easement to a third party designated by the State.

(F) Procedure in the Event of Termination of Easement. If it is determined that conditions on or surrounding the PROPERTY change so much that it becomes impossible to fulfill the conservation or mission compatibility purposes of this Easement, a court with competent jurisdiction may, at the joint request of both GRANTOR and CO-GRANTEEs, as provided herein, terminate, or modify this Easement in accordance with applicable state and federal law.

If this Easement is terminated and the PROPERTY is sold as required by Section 1 of 170A-14(g) (6) of the IRS regulations, GRANTOR and CO-GRANTEEs shall be entitled to recover the proceeds of this Easement based on the appraised fair market value of this Easement at the time this Easement is extinguished or terminated, subject to any applicable law which expressly provides for a different disposition of the proceeds. The respective shares of GRANTOR and CO-GRANTEEs shall be proportionate to the percentage of their investment or contribution to the establishment or acquisition of the Easement. GRANTOR percent is Enter percentage in numerals%, Land Trust or county Government percent is Enter percentage in numerals%, Government receipt percent is Enter percentage in numerals% and ADFPTF percent is Enter percentage in numerals%.

(G) Subsequent Easements/Restrictions on the Property. The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the PROPERTY or otherwise diminish or impair the Conservation Values and mission compatibility purposes of the PROPERTY is prohibited.

(H) Joint and Several. If GRANTOR at any time owns the PROPERTY in joint tenancy, tenancy by the entireties, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Easement.

(I) Notice to CO-GRANTEEs. Any notices by GRANTOR to CO-GRANTEEs pursuant to any Provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

Director, Agricultural Development and Farmland Preservation Trust Fund

Department of Agriculture and Consumer Services

1001 Mail Service Center

Raleigh, NC 27699

Working Lands Trust, Inc.

1600 Glenwood Ave., Ste 1

Raleigh, NC 27699

And:

Commander, Naval Facilities Engineering Command Mid-Atlantic

ATTN: Real Estate Contracting Officer (REI)

9324 Virginia Avenue

Norfolk, VA 23511

or to such other addresses as CO-GRANTEEs may establish in writing on notification to GRANTOR, or to such other address as GRANTOR know to be the actual location(s) of CO-GRANTEEs.

(J) Approval by CO-GRANTEEs. In any case where the terms of this Easement require the notification and/or approval of the CO-GRANTEEs, unless otherwise stated herein, such notification and/or approval shall be submitted in writing to the CO-GRANTEEs’ addresses listed in Article VII (I) via certified mail. In any provision of this Easement in which the GRANTOR is required to provide advance notice to the CO-GRANTEEs of any activity on the PROPERTY, such notice shall be given not less than thirty (30) calendar days prior to the planned commencement of the activity unless otherwise stated. If the CO-GRANTEEs’ approval is required, such approval shall be deemed withheld/disapproved unless CO-GRANTEEs provide to the GRANTOR written notice of approval within 30 calendar days of receipt of said request. If GRANTOR has received no response after said 30 calendar days, GRANTOR may send a second written notice to CO-GRANTEEs requesting a statement of the reasons for the disapproval and the CO-GRANTEEs shall respond within 30 calendar days with an explanation for the specific reasons and basis for its decision to disapprove. If the GRANTOR receives no response from the CO-GRANTEEs within 90 days of the original request date, the GRANTOR may move forward with the activity.

(K) Counterpart Signatures*.* The parties may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by all 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) Captions. The captions in this Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Provisions of this Easement.

(M) Availability or Amount of Tax Benefits. CO-GRANTEEs are not responsible for and make no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to GRANTOR or any other person or entity under United States or any state, local or other tax law to be derived from any donations related to this Easement. Any related donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. CO-GRANTEEs make no warranty, representation or other assurance regarding the value of this Easement or of the PROPERTY. As to all of the foregoing, GRANTOR is relying upon GRANTOR’s own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon CO-GRANTEEs or any legal counsel, accountant, financial advisor, appraiser or other consultant of CO-GRANTEEs. In the event of any audit or other inquiry of a governmental authority into the effect of any related donation upon the taxation or financial affairs involving GRANTOR or GRANTOR’s heirs, successors or assigns or other similar matter, then CO-GRANTEEs shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by CO-GRANTEEs in responding or replying thereto.

(N) Warranties and Representations of GRANTOR. By signing this Easement, GRANTOR acknowledges, warrants and represents to CO-GRANTEEs that:

(a) GRANTOR has had the opportunity to be represented by counsel of GRANTOR’s and fully understands that GRANTOR is hereby permanently relinquishing property rights which would otherwise permit GRANTOR to have a fuller use and enjoyment of the PROPERTY.

(b)There are no recorded or unrecorded leases or other agreements for the production of minerals or removal of timber from the PROPERTY which would, if any of the activities permitted under such lease or other agreement was undertaken by GRANTOR, violate the covenants or restrictions in this Easement or otherwise defeat the conservation purpose of this Easement.

TO HAVE AND TO HOLD this deed of easement unto the NCDA&CS and NAVY, their successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon GRANTOR, her survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in  with the PROPERTY.

AND GRANTOR covenants that he/she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the PROPERTY hereby conveyed; that they will warrant specially the PROPERTY granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, GRANTOR and CO-GRANTEEs have hereunto set their hands and seals the day and year above written.

GRANTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

INSERT NAME

STATE OF NORTH CAROLINA,

COUNTY of **Enter County Name**

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, before me the subscriber, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me (or satisfactorily proven) to be a GRANTOR of the foregoing Deed of Easement and acknowledged that he/she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

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

Notary Public

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

ACCEPTED BY CO-GRANTEES:

THE WORKING LANDS TRUST, INC.

BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title

NORTH CAROLINA

COUNTY OF **Enter County Name**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certified that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of The Working Lands Trust, Inc., personally appeared before me this day and acknowledged that due execution of the foregoing instrument.

Witness by hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

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

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Jonathan T. Lanier, General Counsel

North Carolina Department of Agriculture and Consumer Services

NORTH CAROLINA

COUNTY OF **Enter County Name**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that Jonathan T. Lanier, General Counsel, personally appeared before me this day and acknowledged that due execution of the foregoing instrument.

Witness by hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Official Seal)

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY

By: (SEAL)

Ryan T. Pierce

NAVFACSYSCOM MIDLANT, Real Estate Business Line

Real Estate contracting Officer

COMMONWEALTH OF VIRGINIA

CITY OF NORFOLK

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public in and for the Common wealth of Virginia, do hereby certify that Ryan T. Pierce, Real Estate Contracting Officer whose name as such is signed to the foregoing Agreement has this day acknowledged the same before me in the location aforesaid.

Witness by hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Official Seal)

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_