

of lands subject to such agreements "on the basis of the true value of the land and improvements less any reduction in value caused by the agreement."

WHEREAS the Property possesses natural, scenic, open space, historic, and educational values (collectively "conservation values") of great importance to the Grantor, Grantee, and general public;

WHEREAS the characteristics of the Property, its current use and state of improvement, are described in a Baseline Report on the Property prepared by Grantee for the Grantor and attached as Exhibit C to this Conservation Easement;

WHEREAS the Grantor worked with the Grantee to ensure that the Baseline Report is a complete and accurate description of the Property as of the date of this Conservation Easement;

WHEREAS the Baseline Report will be used by the Grantor and Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement although the Baseline Report 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;

WHEREAS the Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Property in perpetuity, and the State of North Carolina has authorized the creation of Conservation Easements pursuant to the terms of the North Carolina Conservation and Historic Preservation Agreements Act, N.C.G.S. §§121-34 et seq., and N.C.G.S. §§160A-266 to 279, which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming, or forest uses," and which further provides for tax assessment of lands subject to such agreements "on the basis of the true value of the land and improvements less any reduction in value caused by the agreement"; and

WHEREAS the Grantor and Grantee wish to avail themselves of the provisions of the North Carolina Conservation and Historic Preservation Agreements Act.

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and as an absolute and unconditional gift, hereby gives, grants and conveys unto the Grantee, its successors and assigns, forever and in perpetuity for the benefit of the people of North Carolina, a Conservation Easement over the Property of the nature and character as follows:

1. **PURPOSE.** The purposes of this Conservation Easement are (i) to preserve and protect the Property in its natural, scenic, historical, agricultural, forested or open-space condition or use; (ii) to protect native plants, animals, or plant communities on the Property; (iii) to protect the remarkable late nineteenth century farmstead and any other building of historical significance on the Property; and (iv) to prevent any use of the Property that will significantly

impair or interfere with the conservation values or interest of the Property. The purposes of this Conservation Easement should not be construed to prohibit traditional uses of the Property compatible with and not destructive of the conservation values of the Property such as grazing, hunting, selective timber harvesting and farming of existing pastures and fields.

Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. However, unless otherwise specified below, nothing in this Conservation 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 Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

2. **PROPERTY USES.** Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. The Property shall be maintained in its natural, scenic, historical, agricultural, forested and open-space condition and restricted from any development that would significantly impair or interfere with the conservation values of the Property. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly prohibited or which are expressly allowed. Grantor and Grantee have determined that the allowed activities do not impair the conservation values of the Property. Additional retained rights of Grantor are set forth in Paragraph 3 below.

2.1 Subdivision. The Property may not be subdivided.

2.2 Construction. No other residential structures may be placed or constructed on the Property except as provided in subsection 2.9. Furthermore, there shall be no constructing or placing of any recreational court, mobile home, airplane landing strip, billboard or other advertising display, utility pole (other than those necessary to service the Property's improvements), utility tower, conduit or line on or above the Property. Outdoor lighting shall be placed and shielded so as to minimize the impact on surrounding areas.

2.3 Existing Improvements. The existing improvements consist of A.) the old circa 1880 Blackburn farmhouse, B.) the 1960 brick ranch house with nearby garage, C.) the large old barn southeast of the farmhouse, D.) the springhouse, E.) several small agricultural structures that may be beyond salvage and F.) several woods-roads or logging trails running through the Property. Grantor shall have the right to maintain, remodel, repair, replace or demolish any existing structures, barns, water tanks, water wells, fences, header dams, utilities, and other improvements, and in the event of their destruction, to reconstruct any such existing improvements with another of similar function, capacity, location and material. Grantor agrees to notify Grantee in writing of plans to remodel, replace or demolish at least thirty (30) days prior to beginning work, and submit to Grantee detailed plans for their approval. Grantor further retains the right to move onto the Property, with similar advance written notice to Grantee, certain older farm

structures, contemporary with the Blackburn farmstead, from other properties whose presence, in the opinion of both Grantor and Grantee, may enhance the historic and educational features of the Property.

- 2.4 Agricultural Use. Grantor shall have the right to i) breed, raise, and pasture livestock in existing fields on the Property, ii) to breed and raise bees, fish, poultry and other fowl in existing facilities on the Property, iii) to plant, raise and harvest legal crops and herbs (including native medicinal species) in existing fields and forest areas on the Property, and iv) to perform primary processing, storage and sale, including direct sale to the public, of crops and products harvested and produced principally on the Property. Grantor shall have the right to build any needed agricultural buildings and structures, including, but not limited to, barns, greenhouses, fishing piers, sheds, and corrals as needed to facilitate such agricultural enterprises on the Property. Grantor may not establish or maintain any commercial feedlot on the Property, which is defined for the purpose of this easement as a confined area or facility within which the land is not grazed or cropped at least annually and which is used to receive livestock that has been raised off the Property for feeding and fattening for market. Grantor agrees to conduct all agricultural use of the Property in accordance with a Farm Management Plan drawn up by the Natural Resource Conservation Service, or its successors and approved by Grantee, such approval not to be unreasonably withheld. Grantor further agrees to have such a Farm Management Plan updated every ten (10) years, and to supply the Grantee a copy.
- 2.5 Scientific and Educational Use. Grantor shall have the right, but not the obligation, to engage in and permit others, whether for consideration or not, to engage in scientific and educational uses of the Property, including but not limited to (i) conducting studies and/or surveys of the native plant and animal life on the Property; (ii) performing tests, studies, and surveys of the soil, water, or geological characteristics of the Property so long as any such test, study, or survey is related to the conservation purposes of the Property; (iii) permitting field trips, camping trips, hikes, seminars, or field days designed to educate the participants about the plants, animals, agricultural and silvicultural techniques or conservation purposes of the land; or (iv) establishing a museum, classroom, laboratory, office, or other educational or scientific use in one or more buildings on The Blackburn-Vannoy Estate.
- 2.6 Timber Harvest. Grantor shall have the right to harvest timber from the Property pursuant to a Forest Management Plan, to be updated at least every ten years, that is prepared by a registered professional forester and approved by Grantee and that is designed to insure the maintenance of good quality growing stock of improved white pine and native hardwoods while protecting soil stability, water quality and other conservation values of the Property, including without limitation, riparian and wildlife habitat and scenic values.

All timbering activities shall be conducted only in accordance with Best Management Practices guidelines for timber harvest and management as the same may be promulgated by law or regulation in the state of North Carolina and as adopted by the North Carolina organization of professional foresters, as amended from time to time and provided further that all such activities shall be either specifically approved by the Grantee or shall be in accordance with a Forest Management Plan which shall be in writing and approved by Grantor (and Grantee), whose approval may not be unreasonably withheld, and may be amended from time to time and provided further that all timber roads shall be constructed of permeable materials and shall be no wider than ten (10) feet.

- 2.7 Grazing. Grantor shall have the right to graze and pasture animals pursuant to a grazing plan produced by Natural Resource Conservation Service or its successors, to be updated at least every ten years, and reviewed or approved by the Grantee, whose approval may not be unreasonably withheld, and that is designed to ensure the maintenance of a good quality mix of grasses and forbs, while protecting soil stability, water quality and other conservation values of the Property. Grantor agrees to maintain livestock exclusion zones around springs, seeps, and watercourses.
- 2.8 Christmas Trees. Grantor agrees that no Christmas trees are to be grown on the Property.
- 2.9 Recreational Use. Grantor shall have the right, but not the obligation, to engage in and permit others, whether or not for consideration, to engage in recreational uses of the Property, including, but not limited to, hiking, camping, picnicking, horseback riding, non-motorized bicycling, lawful hunting and fishing, and other recreational uses that require no buildings, facilities, surface alteration or other development of the land. Pursuit of wildlife by any form of motorized transportation is not allowed. Grantor reserves the right to build suitable overnight lodging to accommodate guests on the Property; provided that Grantor may construct no more than two additional buildings for lodging and the location, structure and size of any such building must be approved by Grantee prior to its construction. Grantor further reserves the right to build and maintain unpaved foot- or horse-trails to allow such recreational use of the Property. Grantor reserves the right to promulgate and enforce reasonable rules and regulations for all activities incident to recreational use of the Property, including but not limited to the right to prohibit any recreational use that would permit destruction of other significant conservation value of the Property.
- 2.10 Excavation. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner except as necessary to allow the construction of the improvements allowed above, the maintenance of existing

or permitted roads, hiking and horseback trails and for the purpose of combating erosion or flooding.

- 2.11 Destruction of Plants. Grantor shall have the right to cut and remove diseased trees, shrubs, or other plants, and to cut firebreaks, subject to prior approval by the Grantee (except that such approval shall not be required in case of emergency firebreaks), such approval not to be unreasonably withheld. Grantor shall also have the right to cut and remove trees, shrubs, or other plants to accommodate the activities expressly allowed under this easement. There shall be no additional removal, harvesting, destruction or cutting of native trees, shrubs or other plants, except as allowed under 2.4 and 2.6 above. Except for use around improvements or in gardens there shall be no planting of non-native trees, shrubs, or other plants on the Property.
- 2.12 Water Quality and Drainage Patterns. There shall be no pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the Property that would be detrimental to water purity or that could alter the natural water level or flow in or over the Property. Other than the construction of a well to serve allowed improvements, there shall be no alteration, depletion or extraction of surface water, natural watercourses, lakes, ponds, marshes, subsurface water or any other water bodies on the Property. Diking, draining, filling or removal of wetlands is prohibited.
- 2.13 Signage. No signs or billboards or other advertising displays are allowed on the Property, except that signs whose placement, number and design do not significantly diminish the scenic character of the Property may be displayed to identify trails and the conservation values of the Property, to identify the Property as "The Blackburn-Vannoy Estate," to identify the owner of the Property as The Blackburn-Vannoy Foundation and the Grantee of the conservation easement as Blue Ridge Rural Land Trust, to identify the name and address of the Property and the names of persons living on the Property, to give directions, to advertise or regulate permitted uses on the Property and proscribe rules and regulations for recreational and educational use of the protected Property, to advertise the Property for rent, and to post the Property against trespassers.
- 2.14 No Biocides. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as approved by Grantee to control invasive species detrimental to the conservation values of the Property, and except as needed around improvements on the Property and in existing agricultural fields. Biocide usage in the existing agricultural fields and forest areas of the Property shall be in accordance with the Farm Management Plan noted in Items 2.4 and 2.7 above and the Forest Management Plan noted in Item 2.6 above.

2.15 No Dumping. There shall be no storage or dumping of trash, garbage, abandoned vehicles, appliances, or machinery, or other unsightly or offensive material, hazardous substance, or toxic waste on the Property (except the short term storage of household garbage and waste). There shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Property or on adjacent property owned by Grantor, that could cause erosion or siltation on the Property.

2.16 Predator Control. Grantor shall have the right to control, destroy, or trap predatory and problem animals which pose a material threat to livestock and/or humans by means and methods approved by the Grantee. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques.

2.17 Commercial Development. Any commercial or industrial use of or activity on the Property, other than those relating to agriculture, horticulture, silviculture, recreation, or home businesses as permitted herein is prohibited.

2.18 Development Rights. With the exception of buildings permitted above, Grantor conveys to Grantee all development rights 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 on or transmitted to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property.

3. **ADDITIONAL RIGHTS RETAINED BY GRANTOR.** Grantor retains the following additional rights:

3.1 Existing Uses. The right to undertake or continue any activity or use of the Property not prohibited by this Conservation Easement. Prior to making any change in use of the Property, Grantor shall notify Grantee in writing to allow Grantee a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.

3.2 Transfer. The right to sell, give, mortgage, lease, or otherwise convey the Property, or any permitted subdivision thereof, subject to the terms of this Conservation Easement.

4. **GRANTEE'S RIGHTS AND RESPONSIBILITIES.** To accomplish the purpose of this Conservation Easement, the following rights and responsibilities are granted to Grantee by this Conservation Easement:

4.1 Right to Protect. The right to preserve and protect the conservation values of the Property and enforce the terms of this Conservation Easement.