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Granville County, NC
Kathy M. Taylor Reg of Deeds

BK **1809** PG **166-171**

Prepared by and return to: James C. Wrenn, Jr., a licensed North Carolina Attorney, P.O. Box 247, Oxford, NC 27565

STATE OF NORTH CAROLINA

**CONSERVATION AGREEMENT
FOR VOLUNTARY
AGRICULTURE DISTRICT**

COUNTY OF GRANVILLE

THIS CONSERVATION AGREEMENT FOR VOLUNTARY AGRICULTURE DISTRICT (the "Agreement") is entered into and effective as of the date last signed by the parties below, by and between Greenlevel to Carpenter, LLC (hereinafter called the "Owner"), whose address is 7609 Sam Young Road, Oxford, North Carolina 27565, and the **GRANVILLE COUNTY AGRICULTURAL ADVISORY BOARD**, an agricultural advisory board created pursuant to N.C. Gen. Stat. §106-739 (hereinafter called the "Agricultural Advisory Board") and provides as follows:

WITNESSETH:

WHEREAS, Agricultural Advisory Board and Owner agree that this Agreement is being entered into to sustain, encourage, and promote agriculture, horticulture and forestry and to protect farmland in Granville County as contemplated by Article 61 of Chapter 106 of the North Carolina General Statutes (the "Authorizing Legislation") and the Granville County Voluntary Agricultural District Ordinance (Section 33-1 *et seq* of the Granville County Code of Ordinances; the "Ordinance") and to permit such Properties as herein described to qualify for the benefits granted by these laws and ordinances.

WHEREAS, the parties wish to enter into a written agreement memorializing certain terms of the agreement.

{A0185060.DOCX}

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. That the properties subject to this Agreement are those certain tracts or parcels of land located as follows (hereinafter collectively referred to as "Properties"):

- a. 7609 Sam Young Road in Oxford, Granville County North Carolina, and being the same tract or parcel of land more particularly described in Deed Book 1116, Page 317, Granville County Registry and being further identified as Tax Map Number 191700355542;
- b. Sam Young Road in Oxford, Granville County North Carolina, and being the same tract or parcel of land more particularly described in Deed Book 1097, Page 379, Granville County Registry and being further identified as Tax Map Number 191700735567;
- c. Sam Young Road in Oxford, Granville County North Carolina, and being the same tract or parcel of land more particularly described in Deed Book 1673, Page 118, Granville County Registry and being further identified as Tax Map Number 192700130346;
- d. Sam Young Road in Oxford, Granville County North Carolina, and being the same tract or parcel of land more particularly described in Deed Book 1097, Page 382, Granville County Registry and being further identified as Tax Map Number 191700612625;
- e. Gela Road in Oxford, Granville County North Carolina, and being the same tract or parcel of land more particularly described in Deed Book 1551, Page 466, Granville County Registry and being further identified as Tax Map Number 191700609255;
- f. Gela Road in Oxford, Granville County North Carolina, and being the same tract or parcel of land more particularly described in Deed Book 1551, Page 466, Granville County Registry and being further identified as Tax Map Number 191700700256;
- g. 3131 Gela Road in Oxford, Granville County North Carolina, and being the same tract or parcel of land more particularly described in Deed Book 1551, Page 463, Granville County Registry and being further identified as Tax Map Number 191700604421;

- h. 3131 Gela Road in Oxford, Granville County North Carolina, and being the same tract or parcel of land more particularly described in Deed Book 1528, Page 898, Granville County Registry and being further identified as Tax Map Number 191700413089; and,
- i. Sam Young Road in Oxford, Granville County North Carolina, and being the same tract or parcel of land more particularly described in Deed Book 1673, Page 118, Granville County Registry and being further identified as Tax Map Number 192700050722.

2. That during the term of this Agreement, Owner agrees that the Properties subject to this Agreement shall be prohibited from non-farm use or development of such Properties, except for the creation of not more than three (3) lots that meet applicable Granville County zoning and subdivision regulations and except as otherwise permitted by applicable laws and ordinances. Except as specifically allowed in the preceding sentence, the following activities shall be prohibited on the Properties except as necessary to support ongoing agricultural, horticultural, or forestry activities on the Properties: (i) the construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, (ii) dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials, (iii) removal or destruction of trees, shrubs or other vegetation, (iv) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface, (v) surface use except for agricultural, farming, forest or outdoor recreational purposes or purposes permitting the land or water area to remain predominantly in its natural condition, (vi) activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation, or (vii) other acts or uses detrimental to such retention of land or water areas. The foregoing notwithstanding, nothing herein shall be read to limit the rights of Owner to use the Properties in a manner consistent with ordinary and customary agricultural, horticultural, or forestry practices including incidental residential uses.

3. That this Agreement is in place for a period of ten (10) years from the date of its execution and shall automatically renew for additional, successive terms of ten (10) years each unless the Owner provides 30 days' written notice to the Advisory Board of intent not to renew or this Agreement is otherwise terminated as provided for herein or as otherwise allowed by law.

4. That this Agreement may be revoked by Owner at any time upon Owner providing thirty (30) days advanced written notice to the Agricultural Advisory Board or its designee. Granville County, by and through either its Board of Commissioners or its Agricultural Advisory Board, may revoke this Agreement if the Owner is noncompliant with this Agreement or the above laws and ordinances. Upon such revocation by Granville County, the Owner shall have the appeal rights set forth in Section 33-103 of the Granville County Code of Ordinances. Absent noncompliance by the Owner, neither the Advisory Board nor the Board of Commissioners shall fail to renew this Agreement unless the Ordinance or the Authorizing Legislation have been repealed.

5. That during the term of this Agreement, the transfer of the Properties due to the death of the Owner, sale, or gift shall not revoke the terms of this Agreement if all new landowners affirm the Conservation Agreement and affirm on a supplemental application containing updated information demonstrating that the enrolled land still qualifies for enrollment under Article IV of Chapter 33 of the Granville County Code of Ordinances and other applicable law.

6. That Properties belonging to a voluntary agricultural district is subject to the terms of the Authorizing Legislation and the Ordinance.

7. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

GCAAB: Granville County Agricultural Advisory Board
Attn: Paul Westfall, County Extension Director
125 Oxford Outer Loop
Oxford, NC 27565

With a copy to: James C. Wrenn, Jr.
Hicks Wrenn, PLLC
111 Gilliam Street (delivery)
P.O. Box 247 (mail)
Oxford, NC 27565

OWNER: Greenlevel to Carpenter, LLC
Attn: Mr. E. Alexander Gabel
7609 Sam Young Road
Oxford, NC 27565

8. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction.


9. Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.


OWNER:

Greenlevel to Carpenter, LLC

By:  MGR (SEAL)
Name: E. Alexander Gabel
Title: Manager

Date: 10/26/20

**GRANVILLE COUNTY AGRICULTURAL
ADVISORY BOARD**

By:  (SEAL)
Name:
Chair, Agricultural Advisory Board

Date: 11/19/20

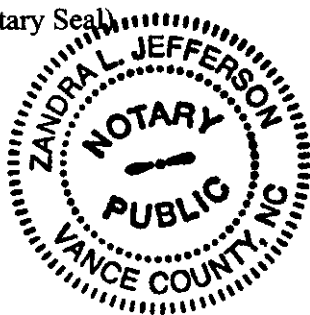
ATTEST:

Acting  NOT 36480061
Name: Susan A. Kelly
Secretary to the Agricultural Advisory Board

STATE OF NORTH CAROLINA; COUNTY OF Vance ~~GRANVILLE~~

I, the undersigned Notary Public in and for the above County and State, do hereby certify that E. Alexander Gabel, Manager of Greenlevel to Carpenter, LLC, either () personally known to me or () proven by satisfactory evidence (said evidence being _____), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her/them for the purposes stated therein. Witness my hand and notarial seal, this 26 day of October, 2020.

(Notary Seal)



Zandra L. Jefferson
Notary Public

Zandra L. Jefferson
Printed or Typed Name

My commission expires: 12-28-2020

STATE OF NORTH CAROLINA, COUNTY OF GRANVILLE

I, Pamela R. Rooker, a Notary Public for Vance County and State of North Carolina, do hereby certify that Susan A. Kelly, either [] personally known by me or [] proven by satisfactory evidence (said evidence being NCOL# 36480061 acting), personally came before me this day and acknowledged that he/she is the Secretary to the **Granville County Agricultural Advisory Board**, and that by authority duly given and as the act of said public body and body politic and corporate of the State of North Carolina, the foregoing instrument was signed in its name by its Chairman and attested to by him/her as Secretary to the Board.

Witness my hand and official seal, this 19th day of November, 2020.

(SEAL)

Pamela R. Rooker

Notary Public
Pamela R. Rooker
Printed/Typed Name of Notary

My Commission Expires: 9-14-2021