2008012743

FOR REGISTRATION REGISTER OF DEEDS
Willie L. Covington
DURHAM COUNTY, NC
2008 MAR 31 11:16:07 AM
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INSTRUMENT # 2008012743

STATE OF NORTH CAROLINA

DURHAM COUNTY
SPO File Number 32-AAAR
Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

CONSERVATION EASEMENT

R/S-$1.00

& Eric W. Hinson

Brief Desc for Index

p/o Lot 85B Greenwood,
PB 21/186
PB 181/111 & 113

THIS CONSERVATION EASEMENT DEED, made this 7th day of March, 2008, by Cindy M. Wardle, unmarried ("**Grantor**"), whose mailing address is 2615 Arcadia Street, Durham, NC 27704, to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in City Township, Durham County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 0.6+/- acres and being conveyed to the Grantor by deed as recorded in **Deed Book 4156 at Page 854** of the Durham County Registry, North Carolina; and further identified as PIN# 0832-05-07-0637

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of Ellerbee Creek.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a described area of the Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tract of land as identified as Area 3 or 0.06 acres as shown on a plat of survey entitled "Ellerbee Creek Restoration" dated August 15, 2006, certified by Randy S. Rambeau, PLS, L-2520 of McKim & Creed, and **recorded in Map Book 181, Page 111,** Durham County Registry. Area 3 being more particularly described on "**Exhibit A**" attached and incorporated hereinto.

The purposes of this Conservation Easement are to maintain, restore, enhance, create and preserve wetland and/or riparian resources in the Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these

purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. The following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Easement Area for the purposes thereof. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and on existing trails, paths or roads.

B. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

D. Industrial, Residential and Commercial Uses. All are prohibited in the Easement Area.

E. Agricultural Use. All agricultural uses within the Easement Area including any use for cropland, waste lagoons, or pastureland are prohibited.

F. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area.

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Area. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

H. Signs. No signs shall be permitted in the Easement Area except interpretive signs describing restoration activities and the conservation values of the Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Easement Area may be allowed.

I. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material in the Easement Area is prohibited.

J. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

K. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Easement Area may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. Subdivision and Conveyance. Grantor voluntarily agrees that no subdivision, partitioning, or dividing of the underlying fee that is subject to this Easement is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the underlying fee for the Easement Area and the rights as conveyed herein shall be as a single block of property. Any future transfer of the fee simple shall be subject to this Conservation Easement. Any transfer of the fee is subject to the Grantee's right of ingress, egress, and regress over and across the Property to the Easement Area for the purposes set forth herein.

M. Development Rights. All development rights are removed from the Easement Area and shall not be transferred.

N. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is consistent with the purposes of this Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

A. Ingress, Egress, Regress and Inspection. The Grantee, its employees and agents, successors and assigns, receive the perpetual right of general ingress, egress, and regress to the Easement Area over the Property at reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Easement Area, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be

derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, their successors or assigns, for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, their successors or assigns, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

V. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation 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.

B. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other address(es) as either party establishes in writing upon notification to the other.

C. Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time

said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Conservation Easement herein created.

D. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

E. This Conservation Easement may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

F. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Easement Area, and the right of quiet enjoyment of the Easement Area.

TO HAVE AND TO HOLD the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation Easement herein granted; that the same are free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

_____ (SEAL)
Cindy M. Wardle

NORTH CAROLINA

COUNTY OF ORANGE

I, Eric W. Hinson, a Notary Public in and for the County and State aforesaid, do hereby certify that Cindy M. Wardle, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 28th day of March, 2008.

_____
Notary Public

My commission expires:

11/24/2011

ERIC W. HINSON
NOTARY
PUBLIC
DURHAM COUNTY, NC

Ellerbee Creek Restoration
City of Durham, Durham County, North Carolina
November 28, 2006

Exhibit A

EASEMENT DESCRIPTION – Cindy M. Wardle property

AREA 3

BEING all that tract of land containing 0.06 acres more or less, located in the City of Durham, Durham County, North Carolina; and bounded by lands owned by and /or in possession of persons as follows: on the northwest by the lands of Donna Jones Bost, on the northeast by other lands of Cindy M. Wardle, on the southeast and southwest by lands owned by the City of Durham and being more particularly described by courses based on N. C. Grid (NAD 83) and distances as shown on a survey with an error of closure of better than 1 to 10,000 entitled "Conservation Easement Survey of Ellerbee Creek Restoration for Ecosystem Enhancement Program" by McKim and Creed, P.A., dated August 15, 2006, more particularly described as follows:

COMMENCING at an iron pipe found (N. C. Grid Coordinates [NAD 83] N=827678.92 feet, E=2029446.23 feet), said iron pipe being a northwestern corner of the City of Durham property, said iron pipe also being a southwestern corner of property owned by Davidson Media Carolinas Stations, LLC; thence as tie lines the following twelve calls: (1) north 59 deg. 00 min. 56 sec. east 218.86 feet to an iron rod set; thence continuing (2) north 59 deg. 00 min. 56 sec. east 113.58 feet to a computed point in the centerline of Ellerbee Creek; thence with said centerline (3) north 35 deg. 28 min. 40 sec. west 122.49 feet to a computed point in the centerline of Ellerbee Creek; thence leaving the centerline of Ellerbee Creek and running with the southerly right-of-way line (allowing 60 feet) of Gresham Street (4) north 86 deg. 38 min. 56 sec. east 70.75 feet to an iron rod set; thence leaving said right-of-way (allowing 60 feet) (5) south 33 deg. 35 min. 40 sec east 177.97 feet to an iron rod set; thence (6) north 62 deg. 42 min. 28 sec. east 150.56 feet to an iron rod set in the westerly right-of way line (allowing 60 feet) of Acadia Street; thence with said right-of-way line (allowing 60 feet) (7) south 47 deg. 39 min. 26 sec. east 77.12 feet to a computed point; thence leaving said right-of-way (allowing 60 feet) (8) north 83 deg. 14 min. 40 sec. west 30.46 feet to a computed point; thence (9) south 63 deg. 46 min. 54 sec. west 124.78 feet to a computed point; thence (10) south 57 deg. 01 min. 18 sec. west 33.44 feet to a computed point; thence (11) south 33 deg. 23 min. 48 sec. west 47.73 feet to a computed point in the centerline of Ellerbee Creek; thence with said centerline (12) south 37 deg. 02 min. 46 sec. east 156.17 feet to a computed point, said computed point being a southerly corner of property owned by Donna Jones Bost, and also being a westerly corner of property owned by Cindy M. Wardle, said computed point also the POINT OF BEGINNING; thence with the westerly line of Cindy M. Wardle, said line also being the easterly line of property owned by Donna Jones Bost the following two calls: (1) north 42 deg. 20 min. 34 sec. east 23.24 feet to an iron pipe found, and continuing (2) north 42 deg. 20 min. 34 sec. east 27.15 feet to an iron pipe set; thence a line within the Cindy M. Wardle property south 40 deg. 30 sec. 50 sec. east 55.35 to an iron rod set, said iron rod being a northerly corner of property owned by the City of Durham; thence with the easterly line of Cindy M. Wardle, said line also being a westerly line of property owned by the City of Durham the following two calls: (1) south 40 deg. 20 min. 34 sec. west 21.68 feet, and continuing (2) south 40 deg. 20 min. 34 sec. west 28.71 feet to a computed point in the centerline of Ellerbee Creek: thence with said centerline north 40 deg. 30 min. 50 sec. west 55.35 feet to a computed point, the POINT OF BEGINNING.

WILLIE L. COVINGTON
REGISTER OF DEEDS, DURHAM COUNTY
DURHAM COUNTY COURTHOUSE
200 E. MAIN STREET
DURHAM, NC 27701

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of recorded document, and must be submitted with original for re-recording and/or cancellation.

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2008012743

MEMORANDUM

To: Paul Wiebke, Assistant Stormwater Manager
City of Durham Engineering & Stormwater Division

From: Bill Gilmore, EEP Director
Marc Recktenwald, EEP WPPI Director

Cc: Stephanie Horton, EEP Property Protection Supervisor
Perry Sugg, EEP Project Manager

Subject: Conservation Easement Vegetation Planting Revisions
EEP Stream Restoration #272
Ellerbe Creek Northgate Park – Durham, NC

Date: November 16, 2009

This memo is in response to the City of Durham's letter to Mr. Bill Gilmore dated October 28, 2009 concerning the referenced stream restoration project. In this letter, the City requested specific planting plan revisions for the riparian buffer within the conservation easement. The City of Durham had granted the conservation easement to the State in March 2008 for the stream restoration project. As you are aware, the construction was completed and accepted in May 2009 and buffer planting had been delayed until this fall. These requested revisions arose out of concern recently expressed to the City by local citizens in the neighborhood.

The City has requested that the buffer plantings be designed to minimize obstruction of sight lines in the park across the planted buffer area (Concern #1) and also to keep certain areas cleared for open play areas (Concern #2). In order to responsibly respond to the request, EEP staff evaluated potential impacts to the State's investment, requirements of regulatory agencies, and the mitigation credits generated, all within the context of maintaining a reasonable balance with community needs. The planting contractor had pre-ordered the plants and worked with EEP to find substitutions based on plant availability and without incurring excess costs. After careful consideration of the City's proposed revisions and our evaluation, EEP has agreed to make revisions to the buffer consistent with those proposed in the City's letter, but with minor modifications to preserve the integrity and investment of the stream restoration for the State.

Concern #1 – Sight Lines

Changes to the planting plan were made where possible and consistent with the outlined requests in paragraph A of the letter. Specific revisions are described below:

Streamside: Live stakes were installed along the stream per the plan in April 2009. Species included a mix of silky dogwood, silky willow, elderberry, and ninebark. At EEP's request, the planting contractor had substituted a mix of these species in lieu of black willows, which were specified in the original plan. The construction contractor did install a few black willows around two specific structures that required some reworking during construction and after the initial live stake installation.

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NCDENR
North Carolina Ecosystem Enhancement Program, 1652 Mail Service Center, Raleigh, NC 27699-1652 / 919-715-0476 / www.nceep.net

Inner Floodplain (Bench): EEP reduced the quantities by half for both buttonbush (50) and Ilex decidua (61) planted in this zone and relocated the majority of those planted in the area upstream of Lavender Avenue. Additionally, some of the Buttonbush were added to the wetlands to replace lost plants in this area. EEP replaced these shrubs with a combination of steeplebush (40), Ilex verticillata (60), red chokeberry and canopy tree species (sycamore, hornbeam, willow oak).

Outer Floodplain (Park Terrace): EEP removed Spicebush from this zone and reduced overall quantities (50). Spicebush was planted upstream of Lavender Avenue with a minor component on the floodplain bench. Flowering dogwood was not planted (nursery was out of stock). Downstream of Lavender Avenue, EEP substituted coral berry (111), steeplebush (100), red chokeberry and some redbud (+/-35).

Concern #2 – Open Areas

EEP will make the changes listed below to allow specific areas within the defined easement boundaries to be managed as open parkland (i.e., mowed at the discretion of the City) with no planted trees or shrubs. EEP will be marking the easement boundary and these areas with posted signs within the next few months. EEP will not be revising the easement boundaries or requesting a swap of land area to make up for the lost vegetated buffer areas. The attached map shows the managed open areas, which are consistent with the City's request. At the discretion of the City, the open areas defined herein can be managed as grassed lawn with regular mowing.

Open Play Area: EEP will allow the outer 15 feet of the easement in this area to be kept as open parkland with active mowing. This distance is the most we can give in order to maintain a manageable forested buffer without impacting stream/buffer credits.

Pedestrian Bridge Entrance: Where the maintained trail enters the easement area, site triangles can be maintained as open parkland on either side of the trail entrance as marked on the attached map.

Club Blvd Trail Entrance: Where the maintained trail enters the park from the street, a site triangle as shown on map can be kept as open or landscaped parkland.

Trails along Easement Boundary: Areas where maintained park trails are adjacent to the easement line, a clearance zone of 12 feet between the maintained trail and the planted buffer can be maintained as open area (i.e., mowed) to prevent encroachment of vegetation into the trail.

The riparian forest zone is designed to provide a functional natural riparian forest community along both sides of the stream. This zone, planted with a variety of native plants (trees, shrubs, and native grasses) will eventually culminate as a mature riparian forest along the stream. EEP will be monitoring and managing the vegetation over the next five years for both growth success and for the presence of aggressive invasive plant species.

We trust the City finds these revisions enacted by EEP to be an acceptable balance suitable to the City and the local citizenry. We look forward to furthering our cooperative relationship on the many restoration projects, current and future, in and around the City of Durham. For further questions or comments, please feel free to contact Perry Sugg at (919) 715-1359 or Stephanie Horton at (919) 715-1263 to discuss this at your convenience.

wps

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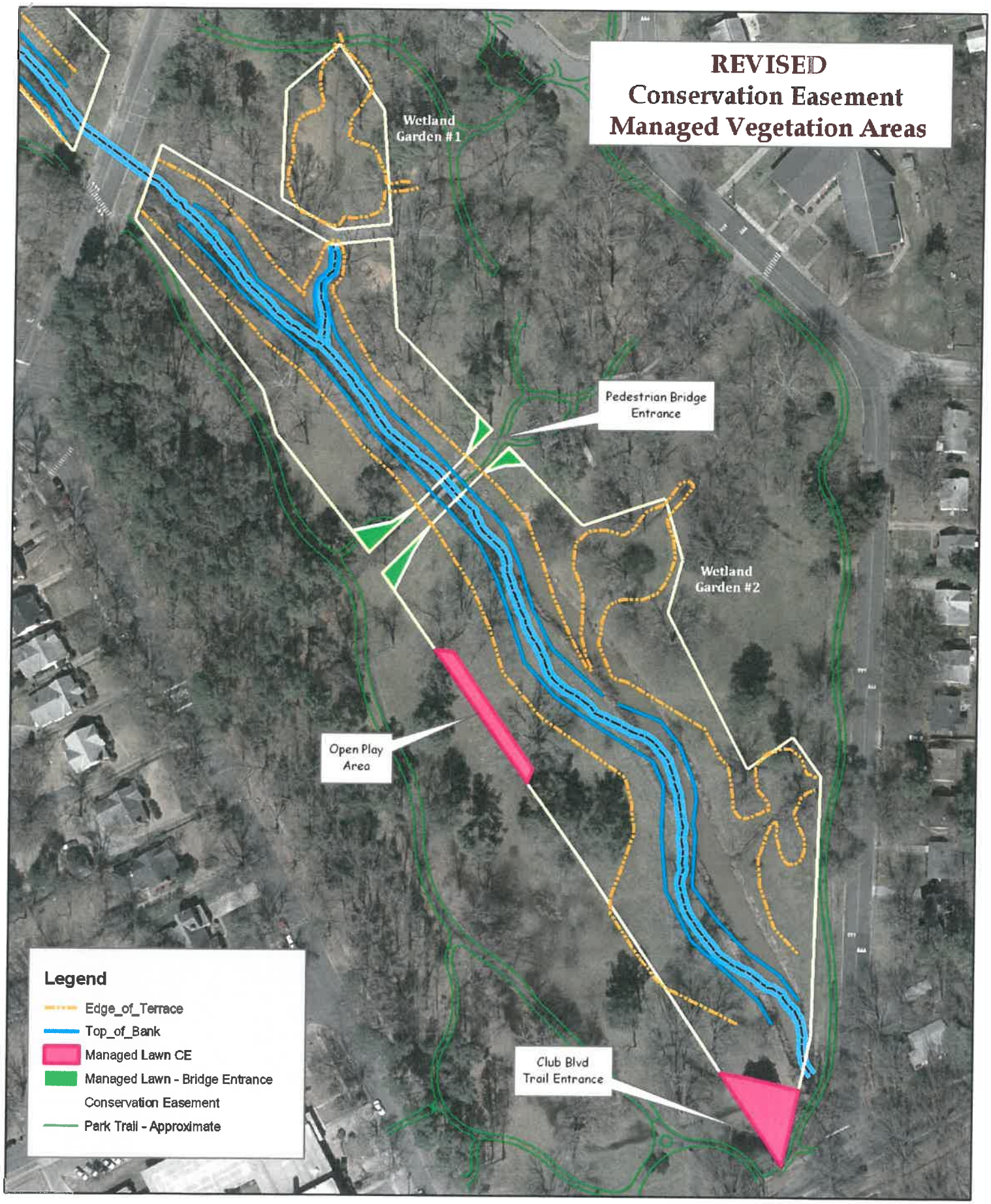

NOTE: A 12-foot clearance zone is allowed between maintained park trails and the outer planted buffer.

0 62.5 125 250 Feet

Ellerbe Creek - Northgate Park
Durham NC
EEP #272

wpsugg - nov2009