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KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
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NC WETLANDS RESTORATION

STATE OF NORTH CAROLINA

GUILFORD COUNTY

CONSERVATION EASEMENT

6 P 1

THIS CONSERVATION EASEMENT DEED, made this 22nd day of July, 1999 ~~1998~~, by and between the City of Greensboro, a municipal corporation whose mailing address is P. O. Box 3136 Greensboro, NC 27402, Grantor, and the State of North Carolina, whose mailing address is North Carolina State Property Office, 116 West Jones Street, Raleigh, NC 27603-8003, Grantee. 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.

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03/27/2001 GUILFORD CO. NC
1 MISC DOCUMENTS 440173 $6.00
5 MISC DOC ADDN PGS $10.00
1 PROBATE FEE $2.00

WITNESSETH:

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

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8, two of the components of the Wetlands Restoration Program are (1) restoration and perpetual maintenance of wetlands, riparian areas, and surface waters and (2) land ownership and management; and

WHEREAS, Grantor owns in fee simple certain real property situate, lying, and being in Guilford County, North Carolina (the "Protected Property"), which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Grantor and Grantee have agreed to create a conservation easement ("Conservation Easement") on the Protected Property for the purposes of creating, improving and preserving the stream and riparian area located thereon and preventing the use or development of the Protected Property for any purpose or in any manner which would conflict with the maintenance of the Protected Property in its natural condition.

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 the Protected Property for the benefit of the people of North Carolina, together with the right to preserve and protect the conservation values of the Protected Property.

The purposes of this Conservation Easement are to preserve and protect the conservation values of the Protected Property and to maintain permanently the Protected Property, including the wetlands and riparian areas thereon, to protect any rare plants, animals, or plant communities on the Protected Property, and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property.

Mail: State of North Carolina
1606 MSC
Raleigh, NC 27699-1606

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 its personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

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II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Protected Property inconsistent with the purposes of this Conservation Easement is prohibited and except for necessary crossing of the Protected Property by utilities, pedestrian trails, and road ways. The Protected Property shall be maintained in its natural and open condition and restricted from any development that would impair or interfere with the conservation values of the Protected Property as set out in the Recitals.

In addition to the foregoing, the following specific activities are prohibited, restricted, or reserved, as the case may be:

A. **Industrial Use.** Industrial activities are prohibited on the Protected Property.

B. **Residential Use.** Residential use of the Protected Property is prohibited.

C. **Commercial Use.** Commercial activities are prohibited on the Protected Property.

D. **Agricultural Use.** Agricultural use of the Protected Property is prohibited.

E. **New Construction.** There shall be no building, facility, mobile home, or other structure constructed or placed on the Protected Property.

F. **Signs.** No sign shall be permitted on the Protected Property except interpretative signs identifying the conservation values of the Protected Property, signs identifying the owner of the Protected Property, and the holder of the Conservation Easement, and signs giving directions or prescribing rules and regulations for the use of the Protected Property.

G. **Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance or machinery, or other material on the Protected Property is prohibited.

H. **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; and no change in the topography of the land in any manner except as reasonably necessary for the purpose of combating erosion to maintain the wetland values and except for necessary crossing of the Protected Property by utilities, pedestrian

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trails, and road ways including without limitation the bridges therefore, and the continuing maintenance of the foregoing.

I. **Water Quality and Drainage Patterns.** Diking, draining, filling, or removal of wetlands, pollution, or discharge into waters, springs, seeps, or wetlands, use of pesticides or biocides, and disruption of natural drainage patterns is prohibited without written approval from the North Carolina Wetlands Restoration Fund.

J. **Subdivision.** Subdivision, partitioning, or dividing the Protected Property is prohibited.

K. **Vegetative Cutting.** Cutting, removal, mowing, harming or destruction of any vegetation on the Protected Property is prohibited except to remove dead or noxious vegetation.

L. **Commercial Property.** Harvesting of trees for commercial forestry purposes on the Protected Property is prohibited.

The Grantee shall have the right to enter the property at all reasonable times for the purpose of inspecting said property to determine if Grantor is complying with the terms, conditions, restrictions, and purposes of this conservation easement.

III. ENFORCEMENT AND REMEDIES

A. In the event of a violation of these terms, conditions, or restrictions is found to exist, the Grantee may institute a suit to enjoin by exparte, temporary or permanent injunction such violation and to require the restoration of the property to its prior condition.

B. No failure on the part of Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right to Grantee to enforce the same in the event of a subsequent breach or default.

IV. MISCELLANEOUS

A. This Conservation Easement shall be construed to promote the purposes of N.C. Gen. Stat. § 143-214.8 et seq., the Wetlands Restorations Program.

B. 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.

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C. 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.

D. Grantor shall notify Grantee in writing of the name and address and any party to whom the Protected 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 Protected Property is conveyed subject to the Conservation Easement herein created.

V. QUIET ENJOYMENT

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

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed in its name by its President and attested by its Secretary, and its Corporate Seal affixed thereto by authority duly given.

CITY OF GREENSBORO

By: Carolyn S. Allen (SEAL)
Mayor

ATTEST:

Jeanette F. Cooper
City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY

Assistant City Attorney

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STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Wendy L. Underwood, a Notary Public in and for the County and State aforesaid, do hereby certify that Juanita F. Cooper personally came before me this day and acknowledged that he/she is City Clerk of the City of Greensboro, and that by authority duly given and as an act of the City, the foregoing instrument was signed by Carolyn Allen, its Mayor, attested by himself/herself as City Clerk, and sealed with the seal of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 22nd day of July, 1999.

Wendy L. Underwood
Notary Public

My Commission expires:
8/20/02

OFFICIAL SEAL
WENDY L. UNDERWOOD
Notary Public
Davidson County, NC
My Commission Expires 8/20/02

MAR 2 6 2001

EXHIBIT A

DESCRIPTION OF A PROTECTED PROPERTY EASEMENT

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BEGINNING AT A POINT, SAID POINT BEING ON THE SOUTHERN RIGHT-OF-WAY LINE OF HOBBS ROAD AND BEING THE NORTH EASTERN MOST CORNER OF THE PARK TRACT AS RECORDED IN PLAT BOOK 132, PAGE 60 FOUND IN THE GUILFORD COUNTY REGISTER OF DEEDS, THENCE SOUTH 09 DEG 13 MIN 56 SEC EAST A DISTANCE OF 11.29 FEET TO A POINT AND PLACE OF BEGINNING, THENCE ALONG A CURVE TO THE LEFT IN THE SOUTHERN RIGHT-OF-WAY LINE OF HOBBS ROAD A CHORD BEARING OF SOUTH 15 DEG 14 MIN 43 SEC EAST A CHORD DISTANCE OF 106.09 FEET HAVING A RADIUS OF 560.00 FEET TO A POINT, THENCE NORTH 85 DEG 44 MIN 35 SEC WEST A DISTANCE OF 251.40 FEET, THENCE NORTH 86 DEG 13 MIN 18 SEC WEST A DISTANCE OF 347.89 FEET TO A POINT, THENCE NORTH 88 DEG 33 MIN 17 SEC WEST A DISTANCE OF 476.39 FEET TO A POINT, THENCE SOUTH 77 DEG 33 MIN 27 SEC WEST A DISTANCE OF 349.84 FEET TO A POINT, THENCE NORTH 36 DEG 18 MIN 43 SEC WEST A DISTANCE OF 109.35 FEET TO A POINT, THENCE NORTH 77 DEG 33 MIN 27 SEC EAST A DISTANCE OF 406.26 FEET TO A POINT, THENCE SOUTH 88 DEG 33 MIN 17 SEC EAST A DISTANCE OF 490.60 FEET TO A POINT, THENCE SOUTH 86 DEG 13 MIN 18 SEC EAST A DISTANCE OF 350.35 FEET TO A POINT, THENCE SOUTH 85 DEG 44 MIN 35 SEC EAST A DISTANCE OF 216.40 FEET TO A POINT AND PLACE OF BEGINNING, CONTAINING 3.31 ACRES MORE OR LESS.

EVANS ENGINEERING, INC.
4609 DUNCAN DR.
GREENSBORO, NC 27407
PHONE (910) 854-8877
FAX (910) 854-8878

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KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

* *

State of North Carolina, County of Guilford

The foregoing certificate of Wendy L. Underwood

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: Peggy H. Boone
Deputy - Assistant Register of Deeds

* *

THIS CERTIFICATION SHEET MUST REMAIN WITH THE DOCUMENT

03/29/00

GC - 1046 (Rev. 3/00)