000609

RECORDED - 816436
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 6030
PAGE(S):0609 TO 0622
02/09/2004 15:54:41

02/09/2004 GUILFORD CO. NC
1 MISC DOCUMENTS 816436 $12.00
12 MISC DOC ADDN PGS $36.00

1 PROBATE FEE $2.00

NORTH CAROLINA
GUILFORD COUNTY

13/B
1

**CONSERVATION EASEMENT and**
**EASEMENTS OF INGRESS AND EGRESS**

Pl'w NCDOT

THIS CONSERVATION EASEMENT and EASEMENTS OF INGRESS AND EGRESS, made this 24th day of November, 2003, by and between The City of Greensboro; hereinafter called the "Grantor(s)" and the North Carolina Department of Transportation, Office of Natural Environment, 1598 Mail Service Center, Raleigh, NC 27699-1598, hereinafter called the "NCDOT," provides the following:

**W I T N E S S E T H**

WHEREAS, the Grantor is the sole owner in fee simple of certain real property in Morehead Township of Guilford County, North Carolina, as more particularly described in Plat Book 31, Page 57 of the Guilford County Registry, North Carolina, which land is hereinafter referred to as "the Property;"

WHEREAS, the NCDOT is an agency of the State of North Carolina whose purpose includes the construction of transportation projects for public use and who has the authority to acquire land for the purpose of mitigating environmental impacts of these transportation projects;

WHEREAS, the NCDOT desires to restore 1350 feet of stream (Piedmont Creek) in Guilford County on the said Property;

WHEREAS, the Grantor is willing to grant a perpetual Conservation Easement over a portion of the Property (the Conservation Easement Area), thereby restricting and limiting the use of the land within the Conservation Easement Area to the terms and conditions and for the purposes hereinafter set forth, and to further grant both a Temporary and Permanent Access Easement of Ingress and Egress to the Conservation Easement Area along the Property as more particularly set forth hereinafter;

WHEREAS, the Uniform Conservation and Historic Preservation Agreements Act, N.C.G.S. § 121-34 et. seq., 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 use;

WHEREAS, the NCDOT, under a Section 404 permit granted by the U. S. Army Corps of Engineers (USACE), must conduct certain off-site stream mitigation for impacts to streams resulting from the construction of the Greensboro Western Urban Loop (TIP Project No. U-2524B);

WHEREAS, the USACE has reviewed and approved the use of the Conservation Easement on the Property to mitigate for the stream impacts, and such will satisfy the said permit conditions after the completion of the stream monitoring period;

019000

WHEREAS, the purposes of this Conservation Easement are to protect the mitigation activities performed by the NCDOT, to preserve and protect the conservation values of the Conservation Easement Area, to prevent any use of the Conservation Easement Area that will significantly impair or interfere with these purposes, and to maintain permanently the dominant woodland, scenic and natural character of the Conservation Easement Area designated on the Property as hereinafter described.

NOW THEREFORE, in consideration of the sum of _One Dollar ($1.00) and other valuable considerations to the Grantor in hand paid by the NCDOT, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, the Grantor hereby grants and conveys unto the NCDOT a Conservation Easement, pursuant to the USACE Section 404 permit requirements, of the nature and character and to the extent hereinafter set forth, in respect to the land of the Grantor situated in Guilford County, North Carolina, as described in **Exhibit A**, and hereinafter referred to as the "Conservation Easement Area;" together with a Temporary Access Easement of Ingress and Egress ("Temporary Access Easement") and a Permanent Access Easement of Ingress and Egress ("Permanent Access Easement") over and upon the remaining Property of the Grantors described in Plat Book _31, Page 57_ of the Guilford County Registry, as more particularly described in **Exhibit B**, as a means of ingress and egress to and from the Conservation Easement Area hereinabove described. For a plat of the above described Conservation Easement Area and Temporary Construction Easements and Permanent Ingress/Egress Easements, please see plat titled "Conservation Easement Survey Map of the Spring Valley Park" recorded in Plat Book **152**, Page **40** of the Guilford County Registry.

The terms, conditions and restrictions of the Conservation Easement are as hereinafter set forth:

## ARTICLE I. DURATION OF EASEMENTS; ACCESS

A. Conservation Easement. This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land and is enforceable by the NCDOT or its successors and/or assigns against the Grantor(s), Grantor(s) heirs, devisees, successors and assigns, lessees, agents and licensees.

B. Temporary Access Easement. It is specifically understood by all parties to this document that a Temporary Access Easement over the Property, as described more particularly in **Exhibit B**, will be valid until the completion of the construction and monitoring of the stream mitigation project within the Conservation Easement Area of said Property of the Grantor. The NCDOT and authorized representatives of the NCDOT shall have the right to access the Conservation Easement Area through the Property over this Temporary Access Easement in order to conduct the mitigation activities, and shall have the right to place equipment and materials on the Temporary Access Easement. Upon completion of the monitoring period of said stream mitigation project, as described in **Exhibit C**, the Conceptual Restoration Plan, the Temporary Access Easement will dissolve and no longer be a part of the Conservation Easement and this document.

C. Permanent Access Easement. In addition to the access provided by the Temporary Access Easement described above, and continuing in perpetuity after said Temporary Access Easement has dissolved, the NCDOT and authorized representatives of the NCDOT shall have the right in perpetuity to enter the Conservation Easement Area through the Property over this Permanent Access Easement, as described more particularly in **Exhibit B**, at all reasonable times to undertake additional mitigation activities as determined to be necessary by the NCDOT.

Further, the NCDOT and authorized representatives of the NCDOT shall have the right in perpetuity to enter the Conservation Easement Area through the Property over this Permanent Access Easement, at all reasonable times, for the purpose of inspecting said Conservation Easement Area to determine if the Grantor is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The NCDOT will notify the Grantor by phone, email, or other correspondence before entering the Property for this purpose. However, if the NCDOT in its sole discretion determines that circumstances require immediate entry, NCDOT is not required to notify Grantor prior to entry but will notify Grantor within two business days of such entry.

D. Public Access. The property rights granted herein do not include public access rights.

119000

However, the public has the right to view the Conservation Easement Area from any adjacent publicly accessible area. Further, to the extent that the Grantor allows public access to the Conservation Easement Area, such access shall be limited to pedestrian access, and shall be limited to areas outside of the top of the bank and to designated stream access points only.

## ARTICLE II. PROHIBITED, RESTRICTED AND RESERVED ACTIVITIES

Any activity on, or use of, the designated Conservation Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of the Conservation Easement. The Conservation Easement Area shall be maintained in its natural, scenic and open condition and restricted from any development that would significantly impair or interfere with the conservation values of this Conservation Easement Area. Any rights not expressly reserved hereunder by the Grantor have been acquired by the NCDOT.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved in the Conservation Easement Area as indicated hereunder:

1. Disturbance of Natural Features. Any changes, disturbance, alteration or impairment of the natural, scenic and aesthetic features of the Conservation Easement Area or any introduction of non-native plants and/or animal species is prohibited unless the NCDOT shall give its prior written consent or unless otherwise expressly permitted herein.

2. Agricultural, Grazing and Horticultural Use. Agricultural, grazing and horticultural use, including landscaping, of the Conservation Easement Area is prohibited.

3. Riparian Buffer Maintenance. The Grantor and the NCDOT agree to maintain the riparian buffer in accordance with the Maintenance Plan attached hereto as **Exhibit D** of this agreement. Grantor will continue to perform routine maintenance activities in the riparian buffer area as described in **Exhibit D**.

4. Silvicultural Use and Land Clearing. There may be no destruction or cutting of trees or plants in the Conservation Easement Area, except in accordance with the Conceptual Restoration Plan, attached hereto as **Exhibit C**, or upon written approval of the NCDOT. Removal of large live trees and nonnative invasive vegetation may be allowed in some cases provided that any such request is consistent with the purposes of this Conservation Easement and the Grantor obtains prior written approval from the NCDOT. Prior written approval is not required if the removal is consistent with the Maintenance Plan (**Exhibit D**).

5. Hunting and Fishing. Grantor expressly reserves the right to hunt and fish on the Conservation Easement Area and to control access of all persons for the purpose of hunting and fishing; provided that these activities do not impact the protection and conservation of any wildlife habitat or other conservation values of the Conservation Easement Area.

6. Dumping or Storage. Dumping or storage of soil, rock, wood, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Conservation Easement Area, including dumping of such materials into the stream, is prohibited.

7. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other material, and no change in the topography of the land in any manner on the Conservation Easement Area nor shall there be any activities conducted on the Conservation Easement Area or on adjacent property if owned by the Grantor and their successors which would cause erosion or siltation on the Conservation Easement Area.

8. Industrial Use. Industrial activities in the Conservation Easement Area are prohibited.

219000

9. Residential Use. Residential use of the Conservation Easement Area is prohibited.

10. Commercial Use. Commercial activities in the Conservation Easement Area are prohibited

11. New Construction. There shall be no building, shed, facility, mobile home, or other structure constructed or placed in the Conservation Easement Area; provided, however, that the NCDOT expressly reserves the right to install, operate and maintain structures for the purpose of reestablishing, protecting, and enhancing stream functional values, including those described in the Conceptual Restoration Plan, **Exhibit C**, for the Conservation Easement Area.

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

13. Subdivision. Subdivision, partitioning, or dividing the Conservation Easement Area is prohibited.

14. Development Rights. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

15. Utilities. The installation of utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities, is prohibited. If there are existing utility easements (rights of way) located in the Conservation Easement Area or affecting the Conservation Easement, Grantor and the utility companies shall continue to be able to conduct routine maintenance or right of way clearing in the Conservation Easement Area, but shall notify NCDOT of any such work that is scheduled or performed. If in-stream work is required, the channel bed and banks shall be put back to original grade, stabilized and re-vegetated upon completion of the activity.

16. Water Quality and Drainage Pattern. Other than routine maintenance as described in **Exhibit D**, Grantor shall conduct no activities in the Conservation Easement Area that would be detrimental to water purity or to any of the plants or habitats within the Conservation Easement Area, or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Conservation Easement Area, or cause soil degradation or erosion. Diking, dredging, alteration, draining, filling or removal of wetlands or stream by the Grantor is prohibited. In addition, Grantor is prohibited from diverting or causing or permitting the diversion of surface or underground water into, within or out of the Conservation Easement Area by any means; polluting or discharging into waters, springs, seeps, or wetlands; or using pesticides or biocides in the Conservation Easement Area unless agreed to in writing by the NCDOT.

17. Grantor's Rights. The Grantor, for themselves, their successors, assigns, invitees and licensees, hereby reserves the right to quiet enjoyment of the Conservation Easement Area; the right of ingress and egress to the Conservation Easement Area and all adjacent property of the Grantor; the right to continue such uses as exist as of the date of this grant not inconsistent with this Conservation Easement; and the right to sell, transfer, gift or otherwise convey the Conservation Easement Area, in whole, provided such sale, transfer or gift conveyance is subject to the terms of this Conservation Easement and written notice is provided to the NCDOT in accordance with the provisions herein below.

18. NCDOT's Rights. The NCDOT reserves the right to use the Conservation Easement Area in any way necessary, consistent with the terms herein, to undertake any activities to protect, restore, manage, maintain, or enhance stream functional values, and monitor the restoration resources, as described in the Conceptual Restoration Plan (**Exhibit C**) for the Conservation Easement, in order to mitigate for impacts to streams resulting from road construction. These mitigation activities include, but are not limited to, construction of new stream channels; restoration/stabilization of existing stream channels; installation of natural and man-made materials as needed to direct in-stream, above ground, and subterraneous water flow; planting of trees, shrubs and herbaceous vegetation;

000613

collecting live cuttings; and utilization of heavy equipment to grade, fill, and prepare the soil. The NCDOT further reserves the right to monitor the results of the mitigation activities in perpetuity and to repair or restore any damage to the Conservation Easement Area occurring after initial completion of the construction associated with mitigation activities.

## ARTICLE III. ENFORCEMENT AND REMEDIES

Nothing contained herein shall be construed to entitle the Grantor or NCDOT to bring any action against the other party for any injury or change in the Property resulting from causes beyond the control of either party, including fire, flood, storm, war, acts of God or third parties, or from any prudent action taken in good faith by either party under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Conservation Easement Area resulting from such causes, in accordance hereunder.

The NCDOT has the right to prevent any action on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Conservation Easement Area damaged by any inconsistent activity or use. If the NCDOT determines that the Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, NCDOT shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Conservation Easement Area resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Conservation Easement Area so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from the NCDOT, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, NCDOT may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement, including damages for the loss of conservation values, and to require the restoration of the Conservation Easement Area to the condition that existed prior to any such injury. If the NCDOT, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Conservation Easement Area, the NCDOT may pursue its remedies without prior notice to the Grantor. NCDOT shall exercise reasonable efforts to notify the Grantor and shall, in any event, notify Grantor within two business days after action is taken to explain the action undertaken.

NCDOT's remedies shall be cumulative and shall be in addition to any other rights and remedies available to NCDOT at law or equity. Any cost incurred by NCDOT in enforcing the terms of this Conservation Easement against Grantor or its successors or assigns, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor.

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

The Grantor reserves the right to take action against the NCDOT for use of the Conservation Easement Area in a way that is inconsistent with the purpose of this Conservation Easement. Any cost incurred by Grantor in enforcing the terms of this Conservation Easement against NCDOT or its successors or assigns, including, without limitation, costs of suit and attorney's fees, shall be borne by NCDOT.

## ARTICLE IV. MISCELLANEOUS

A. Amendments. The NCDOT and Grantor may amend this Conservation Easement, Temporary Access Easement and Permanent Access Easement only by a jointly executed written agreement, and provided that no amendment will be allowed that is inconsistent with the purposes stated herein.

419000

B. Exhibits. The attached **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D** and Plat recorded in Plat Book **152**, Page 40 of the Guilford County Registry are incorporated in and made a part of this instrument by reference. The parties acknowledge that the Conceptual Restoration Plan, developed by NCDOT and dated October 2001 as well as design plans developed by NCDOT and dated September 10, 2003, (**Exhibit C**), a copy of which is on file at the office of the NCDOT, and which is also attached hereto and incorporated herein, describes the plan for mitigation activities in the Conservation Easement Area, and that the Maintenance Plan, developed by the NCDOT, approved by the Grantor, and dated September 10, 2003 (**Exhibit D**), a copy of which is on file at the office of the NCDOT, and which is also attached hereto and incorporated herein, describes the plan for maintaining the riparian buffers in the Conservation Easement Area.

C. Title. The Grantors covenant and represent that the Grantors are the sole owner and are seized of the Property in fee simple and have good right to grant and convey the aforesaid Conservation Easement and Temporary and Permanent Access Easements of Ingress and Egress; that the Conservation Easement Area and Temporary and Permanent Access Easements are free and clear of any and all encumbrances, except easements and leases of record or in effect by prescriptive rights as of the date hereto, and Grantors covenant that the NCDOT shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid easements conveyed. The easements conveyed herein shall run with the land and must be made part of any transfer of title by the Grantors.

D. Notification. Except as otherwise provided herein, any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other addresses as either party establishes in writing upon notification to the other.

E. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and Access Easements and supersedes all prior discussions, negotiations, understandings or agreements relating to the said easements. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which is found to be invalid, shall not be affected thereby.

F. Recording. The NCDOT shall record this instrument and any amendment hereto in timely fashion with the Office of the Register or Deeds of Guilford County, North Carolina, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

G. Costs and Liabilities. The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish NCDOT with satisfactory evidence of payment upon request.

H. Construction of Terms. The Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. § 121-34, which authorizes the creation of Conservation Easements for purposes including those set forth in the recitals herein, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

I. Conservation Purpose. The NCDOT, for themselves, and their successors and assigns agree that this Conservation Easement shall be held exclusively for conservation purposes. The parties hereto recognize and agree that the benefits of this Conservation Easement are assignable, provided, however, that the NCDOT hereby covenants and agrees that in the event they transfer or assign this Conservation Easement they hold under, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) and section 2301 of the Internal Revenue Code, and the NCDOT further covenants and agrees that the terms of the transfer or assignment will be such

000615

that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance, set forth in the Recitals herein.

TO HAVE AND TO HOLD the aforesaid Conservation Easement, Temporary Access Easement and Permanent Access Easement unto the NORTH CAROLINA DEPARTMENT of TRANSPORTATION, its successors and assigns, forever. The rights and obligations set forth herein shall inure to and be binding upon the Grantor and the NCDOT, their heirs, executors, assigns and successors in title or interest.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused this instrument to be signed in their respective names by authority duly given, the day and year first above written.

The City of Greensboro
(Corporate Name)

BY: _____ Mayor

_____ (Clerk)

Approved as to form
_____ 11-24-03
Assistant City Attorney

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION

**(USE BLACK INK ONLY)**

BY: _____

STATE OF North Carolina, Guilford COUNTY

I, a Notary Public in and for the County and State aforesaid, certify that Juanita F. Cooper appeared before me this day and acknowledged that he/she is Clerk of the The City of Greensboro, a Municipal Corporation,and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its ~~corporate~~ seal, and attested by himself/herself as its Clerk.

WILLIAM ANTHONY COX
NOTARY PUBLIC
GUILFORD COUNTY, NC
COMM. EXPIRES 5/10/2007
(Notary Seal)

Witness my hand and notarial seal, this the 24 day of November, 20 03.

My Commission expires: May 10, 2007

_____
Notary Public

**EXHIBIT A**

Conservation Easement I
Point of Beginning being a northern property corner of the City of Greensboro, saif point located at the intersection of the existing southeastern right of way boundary of Glenhaven Drive with the existing southwestern right of way boundary of Meadowview Road; thence S 42-12-32 E, 509.44 feet; thence S 18-13-18 E, 14.21 feet; thence N 68-19-36 W, 120.83 feet; thence N 45-48-13 W, 399.54 feet; thence N 39-56-41 W, 11.85 feet; thence N 45-30-23 E, 83.61 feet to the point of BEGINNING.

Conservation Easement II
Beginning at a northern property corner of the City of Greensboro, said point located at the intersection of the existing southeastern right of way boundary of Glenhaven Drive with the southwestern right of way boundary of Meadowview Road; thence S 42-12-32 E 509.44 feet; thence S 42-12-32 E; 5.10 feet; thence along a curve having a radius of 540.77 feet, a chord distance of 183.62 feet on a bearing of S 32-25-54 E to the point of BEGINNING; thence S 16-10-36 E, 378.49 feet; thence S 78-37-10 W, 86.55 feet; thence N 16-17-40 W, 37.05 feet; thence S 73-42-20 W, 58.21 feet; thence N 17-53-02 W, 553.70 feet; thence S 68-19-36 E, 142.99 feet; thence S 36-17-31 E, 139.93 feet to the point of BEGINNING.

Conservation Easement III
Point of Beginning being the common property corner between the City of Greensboro, Carl E. Cecil, now or formerly, and Victor E. Jones, now or formerly; thence N 37-20-03 W 156.51 feet; thence N 73-42-20 E, 84.27 feet; thence N 16-17-40 W, 42.64 feet; thence N 78-37-10 E, 72.61 feet; thence S 36-01-10 E, 166.77 feet; thence S 49-00-54 E, 116.91 feet; thence S 28-18-28 W, 74.79 feet; thence N 54-34-24 W, 65.09 feet; thence N 64-16-19 W, 70.11 feet; thence N 85-46-34 W, 80.05 feet to the point of BEGINNING.

Being all of Conservation Easement I, Conservation Easement II, and Conservation Easement III as shown on Plat entitled "Conservation Easement Survey Map of the Spring Valley Park" recorded at Plat Book 152 at Page 40 of the Guilford County Registry.

L19000

**EXHIBIT B**

Ingress/ Egress Easement I
Beginning at a northern property corner of the City of Greensboro, said point located at the intersection of the existing southeastern right of way boundary of Glenhaven Drive with the existing southwestern right of way boundary of Meadowview Road; thence S 42-12-32 E 509.44 feet; thence S 42-12-32 E; 5.10 feet; thence along a curve having a radius of 540.77 feet, a chord distance of 183.62 feet on a bearing of S 32-25-54 E; thence S 22-39-26 E 280.68 feet; thence along a curve having a radius of 265.89 feet, a chord distance of 34.86 feet on a bearing of S 26-24-55 E to the point of BEGINNING; thence along a curve having a radius of 265.89 feet, a chord distance of 15.40 feet on a bearing of S 31-50-00 E; thence S 45-09-19 W, 50.23 feet; thence N 16-10-36 W 17.10 feet; thence N 45-09-19 E, 45.50 feet to the point of BEGINNING.

Ingress/ Egress Easement II
Beginning at a northern property corner of the City of Greensboro, said point located at the intersection of the existing southeastern right of way boundary of Glenhaven Drive with the existing southwestern right of way boundary of Meadowview Road; thence S 42-12-32 E 509.44 feet; thence S 42-12-32 E; 5.10 feet; thence along a curve having a radius of 540.77 feet, a chord distance of 183.62 feet on a bearing of S 32-25-54 E; thence S 22-39-26 E 280.68 feet; thence along a curve having a radius of 265.89 feet, a chord distance of 34.86 feet on a bearing of S 26-24-55 E; thence S 45-09-19 W, 45.50 feet; thence S 16-10-36 E, 42.14 feet to the point of BEGINNING; thence S 08-37-22 W, 32.08 feet; thence S 78-37-10 E, 72.61 feet; thence N 16-17-40 W, 30.11 feet; thence N 78-37-10 E, 86.55 feet to the point of BEGINNING.

Ingress/ Egress Easement III
Beginning at a common property corner between the City of Greensboro, Carl E. Cecil, now or formerly, said common property corner located on the existing northeastern right of way boundary of Cliffwood Drive; thence N 34-52-17 W, 39.91 feet; thence N 37-16-15 W, 85.78 feet; thence along a curve having a radius of 170.68 feet, a chord distance of 148.03 feet on a bearing of N 11-05-06 W; thence N 14-36-52 E, 15.09 feet; thence along a curve having a radius 262.68 feet, a chord distance of 21.05 feet on a bearing of N 12-19-06 E to the point of BEGINNING; thence along a curve having a radius of 262.68 feet, a chord distance of 30.32 feet on a bearing of N 06-42-52 E; thence N 88-25-21 E, 81.55 feet; thence S 17-53-02 E, 31.26 feet; thence S 88-25-21 W, 94.69 feet to the point of BEGINNING.

Temporary Construction Easement I
Beginning at a northern property corner of the City of Greensboro, said point located at the intersection of the existing southeastern right of way boundary of Glenhaven Drive with the existing southwestern right of way boundary of Meadowview Road; thence S 45-30-23 W, 83.61 feet to the point of BEGINNING; thence S 39-56-41 E, 11.85 feet; thence S 45-48-13 E, 399.54 feet; thence S 68-19-36 E, 120.83 feet; thence N 18-13-18 W, 14.21 feet; thence S 42-12-32 E, 5.10 feet; thence along a curve having a radius of 540.77 feet, a chord distance of 183.62 feet on a bearing of S 32-25-54 E; thence N 36-17-31 W, 139.93 feet; thence N 68-19-36 W, 142.99 feet; thence S 17-53-02 E, 26.24 feet; thence N 45-48-13 W, 445.83 feet; thence N 45-30-23 E, 36.22 feet to the point of BEGINNING.

Temporary Construction Easement II
Beginning at a northern property corner of the City of Greensboro, said point located at the intersection of the existing southeastern right of way boundary of Glenhaven Drive with the existing southwestern right of way boundary of Meadowview Road; thence S 42-12-32 E 509.44 feet; thence S 42-12-32 E; 5.10 feet; thence along a curve having a radius of 540.77 feet, a chord distance of 183.62 feet on a bearing of S 32-25-54 E; thence S 22-39-26 E 280.68 feet; thence along a curve having a radius of 265.89 feet, a chord distance of 34.86 feet on a bearing of S 26-24-55 E; thence along a curve having a radius of 265.89 feet, a chord distance of 15.40 feet on a bearing of S 31-50-00 E to the point of BEGINNING; thence along a curve having a radius of 265.89 feet, a chord distance of 108.06 feet on a bearing of S 45-13-07 E; thence S 46-12 30 W, 57.88 feet; thence N 62-16-00 W, 30.27 feet; thence S 66-37-02 W, 28.2 feet; thence N 36-01-10 W, 27.39 feet; thence N 08-37-22 E, 32.08 feet; thence N 16-10-36 W, 25.04 feet; thence

019000

N 45-09-19 E, 50.23 feet to the point of BEGINNING.

Temporary Construction Easement III
Beginning at the common property corner between the City of Greensboro, Carl E. Cecil, now or formerly, and Victor E. Jones, now or formerly; thence N 37-20-03 W, 156.51 feet to the point of BEGINNING; thence N 18-53-12 W, 133.49 feet; thence N 88-25-21 E, 32.75 feet; thence S 17-53-02 E, 15.25 feet; thence N 73-42-20 E, 58.21 feet; thence S 16-17-40 E, 109.8 feet; thence S 73-42-20 W, 84.27 feet to the point of BEGINNING.

Temporary Construction Easement IV
Beginning at a common property corner between the City of Greensboro, Carl E. Cecil, now or formerly, said common property corner located on the existing northeastern right of way boundary of Cliffwood Drive; thence N 34-52-17 W, 39.91 feet; thence N 37-16-15 W, 85.78 feet; thence along a curve having a radius of 170.68 feet, a chord distance of 148.03 feet on a bearing of N 11-05-06 W; thence N 14-36-52 E, 15.09 feet; thence along a curve having a radius of 262.68 feet, a chord distance of 21.05 feet on a bearing of N 12-19-06 E; thence along a curve having a radius of 262.68 feet, a chord distance of 30.32 feet on a bearing of N 06-42-52 E; thence along a curve having a radius of 262.68 feet a chord distance of 66.38 feet on a bearing of N 03-51-08 W; thence N 11-06-41 W, 239.6 feet to the point of BEGINNING; thence N 11-06-41 W, 24.93 feet; thence along a curve having a radius of 262.68 feet, a chord distance of 18.27 feet on a bearing of N 13-06-09 W; thence S 55-56-30 E, 23.59 feet; thence S 17-53-02 E, 48.66 feet; thence N 55-56-30 W, 27.38 feet to the point of BEGINNING.

Being all of Ingress/Egress Easement I, Ingress/Egress Easement II, Ingress/Egress Easement III, Temporary Construction Easement I, Temporary Construction Easement II, Temporary Construction Easement III and Temporary Construction Easement IV as shown on Plat entitled "Conservation Easement Survey Map of the Spring Valley Park" recorded at Plat Book 152 at Page 40 of the Guilford County Registry.

**Exhibit C**

The Conceptual Restoration Plan, otherwise known as the Piedmont Creek, Spring Valley Park Planning Document, dated October 2001, and Design Plans, dated September 10, 2003, on file at the office of the North Carolina Department of Transportation, the Project Engineer being Jamie Lancaster, NCDOT and the Design Engineer being Will Wilhelm, Kimley-Horn and Associates. These plans are incorporated herein by reference with the design plans superceding the restoration plan.

619000

00620

**EXHIBIT D**

# MANAGEMENT PLAN
# for
# RESTORED STREAM and RIPARIAN ZONES
# in
# Spring Valley Park
# GREENSBORO, NORTH CAROLINA

Prepared for:

City of Greensboro, Department of Parks and Recreation

Prepared by:

North Carolina Department of Transportation,
Division of Highways, Project Development and Environmental Branch,

**September 2003**

120000

***Intent***

The primary goals of the Stream Restoration Project in Spring Valley Park are to: 1) stabilize degraded bed and banks using bioengineering and re-vegetation approaches, and 2) to provide water quality improvements through the reduction of sediment, turbidity and thermal inputs. In addition, other urban non-point source pollutants may also see possible reduction as secondary water quality benefits from the project. The intent of this Management Plan is to support these goals by providing guidance to the City of Greensboro in the proper maintenance of the restored channel and adjacent riparian plantings in order to assure the long-term success of the improvements made as part of the stream restoration project in Spring Valley Park.

Maintenance of the Stream Buffer Area

Spring Valley Park has been divided into two areas for maintenance purposes. Figure 1 provides a location map of these two areas.

Maintenance for Area 1. Area 1 consists of two parts of Spring Valley Park. The first part is from the culvert at Glenhaven Road to just north of the basketball court. This part of the park also includes a pedestrian crossing and a sewer line crossing. The second part is located from south of the basketball court to the end of the property.

There will be no maintenance of stream side vegetation nor buffer vegetation in Area 1. The exception would be selective trimming of grasses in the forested buffer with hand devices (weed eaters).
The exception to this planting scheme in Area 1 is the sanitary sewer line. A sanitary sewer line exists parallel to the Piedmont Creek along its west bank. The sewer line crosses Piedmont Creek near the intersection of Meadowview and Daleview Roads.

The linear access corridor of twenty (20) feet will be maintained free of woody vegetation along the west bank of Piedmont Creek. This crossing will also provide an area to the stream for citizens to view the stream reach. Trimming of these shrubs adjacent to this corridor may occur during the dormant season (November to March) in order to maintain the access width of twenty feet.

Maintenance for Area 2. Area 2 consists of the park located between the basketball court and the playground.

The low growing vegetation in Area 2 will be maintained so that the basketball court can be seen from Meadowview road. Low growing shrubs will be planted along the stream banks. Trimming of shrubs may occur twice a year (November to March). A shrub height of three feet above top of bank will be maintained.

000622

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 William Anthony Cox

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:_____
Deputy - Assistant Register of Deeds

* * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**This certification sheet is a vital part of your recorded document.**
**Please retain with original document and submit when re-recording.**