Drawn by: Elizabeth McKay
Special Deputy Attorney General

Return to: Henry T. Moon (Grantee)
P.O. Box 14996
Greensboro, N.C
27415-4996

NORTH CAROLINA
GUILFORD COUNTY

SIDE NO 229856 BK 4922 PG 0770

CONSERVATION EASEMENT and

EASEMENT of INGRESS and EGRESS

124.00 Stamps
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THIS CONSERVATION EASEMENT and EASEMENT of INGRESS and EGRESS (this "Agreement") is made as of this 26th day of February, 1999, by and between Starmount Club Properties, Inc. ("Grantor") and the North Carolina Department of Transportation ("NCDOT").

RECITALS

A. Grantor owns in fee simple approximately 150 acres of land situated in Greensboro, North Carolina, as more particularly described in Book 3423, page 1204 of the Guilford County Registry, North Carolina (the "Property").

B. NCDOT is an agency of the State of North Carolina whose purpose includes the construction of transportation projects for public use. As part of this function, NCDOT conducts certain off-site stream enhancements for impacts to streams resulting from the construction of certain highway projects in North Carolina.

C. NCDOT desires to conduct certain stream enhancement activities within, and to obtain a perpetual easement over, a portion of the Property.

D. Grantor is willing to grant to NCDOT a perpetual easement over a certain portion of the Property more particularly shown and described on the Buffer Plan, as hereinafter defined (the "Conservation Property").

E. Grantor is further willing to grant to NCDOT an easement for ingress and egress by NCDOT, its agents, contractors and employees to and from the Conservation Property over, upon and along a certain portion the Property more particularly shown and described on the Buffer Plan, as hereinafter defined (the "Access Area").

EASEMENTS

NOW THEREFORE, in consideration of the sum of $1.00 and other valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions set forth below, Grantor hereby grants and conveys to NCDOT and its successors and assigns on the terms set forth below: (1) an easement over and upon the Conservation Property for the preservation and protection of the conservation values of the Conservation Property and the permanent maintenance of the scenic and natural

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character of the Conservation Property (the "Conservation Easement"); and (2) an easement over and upon the Access Area for ingress and egress to and from the Conservation Property (the "Access Easement"). Together, the Conservation Easement and the Access Easement shall be referred to as the "Easements". The Easements shall be subject to the following conditions, rights and restrictions:

1. Nature of Easements. The Easements shall be perpetual and non-exclusive (except as provided below). They are easements in gross, the burden running with the land and enforceable by NCDOT or its successors and/or assigns against Grantor, Grantor's legal representatives, administrators, successors and assigns. Notwithstanding the foregoing, Grantor shall have the right to change the location of the Access Area, thereby changing the location of the Access Easement, from time to time hereafter as it deems necessary and appropriate, provided it first gives NCDOT notice of any such change.

2. Buffer Areas within Conservation Property. The Conservation Property shall be comprised of three (3) separate and distinct buffer areas, known as "Buffer A", "Buffer B", and "Buffer C", and more particularly shown and described on the buffer plan and maintenance descriptions attached hereto as **Exhibit A** (the "Buffer Plan")(the specific delineations for Buffer A, Buffer B and Buffer C within the Conservation Property are shown on the complete, multiple sheet Buffer Plan developed by KCI Technologies, Inc., sealed as of February 4, 1999 and on file at the office of NCDOT and Grantor). The buffer areas shall each be maintained in accordance with the maintenance descriptions set forth in the Buffer Plan. Subject to the Buffer Plan, which shall control in the event of a conflict with the general restrictions set forth hereinafter, the Conservation Property 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 the Conservation Property.

3. The Buffer Plan. The parties acknowledge that the Buffer Plan has been developed by KCI Technologies, Inc. under contract with NCDOT and is on file at the office of NCDOT and Grantor. The purpose of the Buffer Plan is (i) to ensure that the Conservation Property is maintained by the parties in a manner consistent with this Agreement; (ii) to ensure that Grantor understands the vegetation maintenance within the three buffer types and management zones (riparian and stream); and (iii) to enable NCDOT to generate stream mitigation credits. The Buffer Plan describes the vegetation maintenance plan within the Conservation Property. The Buffer Plan was developed for each corresponding buffer area and management zone (riparian and stream); specifically, it describes the restrictive activities within each buffer area and management zone (height of vegetation, type of maintenance), as well as the time schedule for maintenance zone activities.

4. Review and Approval of Material Changes to Buffer Plan. Grantor shall have the right to review and approve, in advance, any material changes in the Buffer Plan, including, without limitation, landscaping plans and materials selection, to ensure that the aesthetic values of the Conservation Property are not inconsistent with the

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aesthetic values of the Property; provided, however, Grantor shall not unreasonably withhold approval of any such material changes. In the event that Grantor reasonably disapproves of any such material changes, NCDOT shall in consultation with the U.S. Army Corps of Engineers, upon receipt of notice thereof, modify such changes to satisfy Grantor's concerns. The parties acknowledge and agree that minor adjustments to plantings within the Conservation Property do not constitute material changes to the Buffer Plan for purposes of this Agreement. However, the use of man-made materials such as chain link fencing in connection with the stream enhancement activities would constitute a material change to the Buffer Plan.

5. NCDOT Mitigation Assurances. The Conservation Property is being used as a stream mitigation site to compensate for impacts due to road projects in the Greensboro area. This is being developed to satisfy state and/or federal water quality and regulatory requirements pursuant to NCDOT's permit(s) from the U.S. Army Corps of Engineers. No activities or other use of the Conservation Property is allowed that would be inconsistent with the purposes of this Agreement, including the Buffer Plan described herein.

6. Prohibited, Restricted or Reserved Activities. Any activity on, or use of, the Conservation Property inconsistent with the purposes articulated in this Agreement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved on the Conservation Property:

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

b. Silvicultural Use and Land Clearing. There shall be no intentional destruction or cutting of trees or plants on the Conservation Property, except in accordance with the Buffer Plan.

c. Dumping or Storage. Dumping or storage of soil, grass clippings, leaves, tree limbs/sticks, tires, 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 Property is prohibited.

d. 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 materials, and no change in the topography of the land in any manner on the Conservation Property, nor shall there be any activities conducted on the Conservation Property or on adjacent property if owned by Grantor which would cause erosion or siltation on the Property; provided, however, Grantor retains the right to access minerals or other materials beneath the surface of the

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Conservation Property so long as such access does not occur from within the Conservation Property and does not cause subsidence or a change in the character of the Conservation Property.

e. Water Quality and Drainage Pattern. Except to the extent lawfully permitted or allowed in accordance with applicable federal, state and local laws, rules and regulations: (i) there shall be no pollution, alteration, depletion or extraction of surface, natural water courses or any other water bodies or material alteration or depletion of subsurface water bodies such that surface conditions are impacted; (ii) there shall be no activities conducted in the Conservation Property that would be detrimental to water purity or to any of the plants or habitats within the Conservation Property; provided that no activity specifically authorized in the Buffer Plan shall be precluded hereby; (iii) there shall be no activities that would alter natural surface water levels, drainage, sedimentation and/or flow in or over the Conservation Property, or cause soil degradation or erosion; and (iv) there shall be no diking, dredging, alteration, draining, filling or removal of wetlands or streams. NCDOT maintains the right to install, operate and maintain temporary structures on the Conservation Property for the purpose of reestablishing, protecting, and enhancing stream functional values, including those described in the Buffer Plan; provided that such structures are not materially different than those described in the Buffer Plan and do not remain in place more than a reasonable period of time. The parties acknowledge that the reasonableness of time periods will vary with the nature of the structures.

f. Recreational Hunting and Fishing. There shall be no recreational hunting or fishing activities on the Conservation Property that would significantly impair or interfere with the conservation values of the Conservation Property.

7. Quiet Enjoyment. Grantor, for itself, its successors, assigns, invitees and licensees, hereby reserves (i) the right to quiet enjoyment of the Property, including the Conservation Property and the Access Area; (ii) the right of ingress and egress to the Conservation Property and the Access Area and all adjacent property of Grantor; (iii) the right to continue such uses as exist as of the date of this grant not inconsistent with this Agreement, including, without limitation, use of the Property as a golf course; (iv) the right to maintain, repair, replace and use (or grant others the right to use) all existing golf cart, maintenance vehicle and pedestrian crossings over the Easements (including, without limitation, those 11 replacement crossings which will be installed on or about the same time as the stream restoration activities); (v) the right to construct such new crossings as Grantor may deem appropriate from time to time hereafter, provided Grantor first consults with NCDOT and the U.S. Army Corps of Engineers concerning the potential impacts of such crossing on the conservation values of the conservation property and, provided further, Grantor obtains NCDOT's consent to the construction of any such crossings which may have an impact on the conservation values of the conservation property, which consent shall not be unreasonably withheld; and (vi) the right to sell, transfer, gift or otherwise convey the Conservation Property and the Access Area, in whole or in part at any time hereafter, provided such sale, transfer or gift

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conveyance is subject to the terms of this Agreement. The parties acknowledge and agree that the operation of a golf course on the Property is not inconsistent with this Agreement and that continued use and enjoyment of the Property as a golf course, including incidental use of the Conservation Property and the Access Area for crossings and golf ball retrieval, is not and will not hereafter be considered inconsistent with this Agreement.

8. Stream Enhancement Activities Within Conservation Easement. NCDOT shall, at its sole cost and expense, conduct certain stream enhancement activities within the Conservation Property pursuant to the terms of the Buffer Plan. NCDOT shall be solely responsible for compliance with its permit(s) from the U.S. Army Corps of Engineers.

9. Interference with Use. NCDOT shall take all reasonable and appropriate steps to ensure that (i) use of the Easements by NCDOT, its agents, contractors and employees; (ii) use and storage of equipment and materials on the Conservation Property; (iii) movement of equipment and materials across the Access Easement; and (iv) timing of activities authorized under this Agreement, do not adversely affect the Property, including the Conservation Property and the Access Area, and do not interfere with Grantor's use and enjoyment of the Property. Upon completion of the stream restoration project, NCDOT shall remove any and all litter and debris from the Conservation Property and shall ensure that the Conservation Property is left in a neat and tidy condition in accordance with this Agreement and the Buffer Plan.

10. Safety. NCDOT acknowledges that the Conservation Property is located within a golf course and agrees that the safety of its workers is its sole responsibility. NCDOT shall ensure to the extent allowed by state law, that all such workers adhere to applicable workplace safety laws, rules and regulations, and that they protect themselves with safety glasses, hard hats and other appropriate workplace safeguards where applicable.

11. Special Obligations of NCDOT. NCDOT shall respond with due and appropriate action, as and when necessary and in accordance with the Buffer Plan, to: (i) avert and remedy catastrophic conditions, including wash outs; and (ii) remove dead, dying or storm damaged vegetation, for the first year post construction of the stream mitigation area, on the Conservation Property, the Access Area or the Property.

12. Indemnification.

a. NCDOT, its successors and/or assigns, shall defend and hold Grantor, its officers, directors, agents and employees harmless from and against all claims, costs, liabilities, judgments, damages and expenses arising out of or resulting from (i) the exercise of NCDOT's rights hereunder; (ii) the design of the stream restoration and enhancement project; (iii) claims by or against workers involved in NCDOT's activities under this Agreement; or (iv) the breach by NCDOT of any of its obligations hereunder; provided, however, the indemnity contained in

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this paragraph shall not apply to the extent any such claims, costs, liabilities, judgments, damages or expenses arise out of or result from the gross negligence or willful misconduct of Grantor, its agents or employees. The parties recognize and acknowledge that any payment obligation of NCDOT under this subparagraph can only be paid from appropriated funds legally available for such purpose. Nothing in this subparagraph shall be interpreted or construed as a commitment or requirement that the State of North Carolina obligate or pay funds in contravention of North Carolina General Statute § 114-2.1, Article V, §3 of the North Carolina Constitution, or any other North Caroline state law.

b. NCDOT acknowledges that in reviewing its plans for the stream enhancements on the Property, Grantor has not assumed any responsibility for the safety or appropriateness of such plans.

c. NCDOT shall cause such contractor(s) as it uses in connection with the stream enhancement activities authorized hereunder to (i) name Grantor as an additional insured under the project insurance policies, (ii) provide Grantor with certificates evidencing such insurance prior to the commencement of any activities on the Property, and (iii) acknowledge and agree in any contract with NCDOT that the Conservation Property is located in a golf course, that the contractor is solely responsible for the safety of its workers and that it will comply will all applicable workplace safety laws, rules and regulations (including those requiring workers to wear safety glasses, hard hats and other workplace safeguards).

d. NCDOT acknowledges that while Grantor intends to include the Conservation Property in its normal maintenance routines in accordance with the maintenance descriptions set forth in the Buffer Plan, Grantor assumes no affirmative duty to undertake any action pursuant to this Agreement to cause the Buffer Area to remain in compliance with NCDOT's permit(s) from the U.S. Army Corps of Engineers.

13. Liability for Changes in Condition. Nothing contained herein shall be construed as entitling either party to bring any action against the other for any injury to or change in the Property resulting solely from causes beyond the parties' control, including fire, flood, storm, war, acts of God or third parties, or from any prudent action taken in good faith by either party (to the extent authorized herein) under emergency conditions, to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

14. NCDOT's Enforcement of Agreement. NCDOT has the right to prevent any action on or use of the Conservation Property that is inconsistent with the purpose of this Agreement. NCDOT's remedies shall be cumulative and shall be in addition to any other rights and remedies available to NCDOT at law or in equity. If NCDOT, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Conservation Property, NCDOT may

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pursue all reasonable remedies without prior notice to Grantor, but shall telephone Grantor within two business days to explain the action undertaken.

15. Grantor's Enforcement of Agreement. Grantor reserves the right to take action against NCDOT for use of the Conservation Property or the Access Area, and the right to prevent any action on or use of the Conservation Property or the Access Area, inconsistent with the purpose of this Agreement. If Grantor, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate the deterioration of safety or conservation values within the Property, including the Conservation Property and the Access Area, or to prevent or mitigate a violation of this Agreement or NCDOT's obligations hereunder, Grantor may pursue all reasonable remedies without prior notice to NCDOT, but shall telephone NCDOT within two business to explain the action undertaken.

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

17. Assignment. NCDOT shall have the right to transfer or assign this Agreement with Grantor's prior written consent.

18. Successors and Assigns. The covenants agreed to, and the terms, conditions, restrictions and purposes imposed herein shall be binding upon and inure to the benefit of Grantor and NCDOT, their legal representatives, administrators, successors and assigns.

19. Grantor's Representations. The Grantor covenants and represents that (i) Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the Easements; (ii) the Conservation Property is free and clear of any and all encumbrances, except easements and leases of record or in effect by prescriptive rights as of the date hereof; and (iii) NCDOT shall have the use of and enjoy all of the benefits derived from and arising out of the Easements. The Easements conveyed herein shall run with the land and must, to the extent still in full force and effect, be made part of any transfer of title by Grantor.

20. Amendments. NCDOT and Grantor may amend this Agreement at any time only by a jointly executed written agreement.

21. Entire Agreement. Except for that certain Purchase Agreement between the parties of even date herewith, this instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and Access Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to such Easements. If and to the extent that any provision of this Agreement shall be determined by any legislature or court to be invalid or unenforceable in whole or in part, such provision or part thereof shall be deemed to be surplusage and, to the extent not so

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determined to be invalid or unenforceable, each provision hereof shall remain in full force and effect.

22. Interpretation. As used herein, the words "shall" or "will" are always mandatory and not directory. The term "or" is not exclusive. The words "include" and "including" and words of similar import are not limiting and shall be construed as if followed by the words "without limitation" whether or not they are in fact followed by such words. When not inconsistent with the context, words used in the present tense include the future tense. Unless otherwise defined herein, all terms shall, to the extent possible, have meanings consistent with applicable federal, state and local laws, regulations and ordinances. Every mention of the Grantor and NCDOT shall include the heirs, executors, legal representatives, administrators, successors and assigns of each so designated. All references to Exhibits shall be deemed references to Exhibits which are attached hereto as a part hereof or amendments hereto. The captions and insert boxes are provided only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the content of any provision hereof. The use of the singular shall be deemed to include the plural, wherever the context so requires.

23. Notices. Except for the provisions of Sections 14 and 15 above, whenever notice is required or permitted hereunder from one party to the other, it shall be given in writing and shall be (i) hand delivered, effective the next business day; (ii) sent by overnight courier service, effective upon receipt; or (iii) sent by certified mail, postage prepaid, return receipt requested, effective three (3) business days following mailing and addressed as follows:

In the case of Grantor, to:	L. A. Sanderson State Highway Administrator Box 25201 Raleigh, NC 27611 919-733-7384 (telephone)
With a copy to:	E. Norris Tolson Secretary, NCDOT Box 25201 Raleigh, NC 27611 919-733-2520 (telephone)
In the case of NCDOT, to:	Mr. Keith Hall Starmount Forest Country Club 1 Sam Snead Drive Greensboro, NC 27410 336-299-0425 (telephone)

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With a copy to: Daniel K. Slone, Esq.
McGuire, Woods, Battle & Boothe LLP
901 East Cary Street
Richmond, VA 23219-4030
804-775-1041 (telephone)

24. Recordation. NCDOT shall record this instrument and any amendment hereto in a timely fashion in the Guilford County Registry, North Carolina, and may re-record it at any time as may be required to preserve its right under this Agreement. NCDOT shall be solely responsible for all costs and expenses associated with the recordation of this Agreement, including applicable recording taxes and clerk's fees.

TO HAVE AND TO HOLD the aforesaid Easements unto the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

IN WITNESS WHEREOF, the parties hereto, all duly authorized, have executed this Agreement under seal as of the day and year first above written.

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ATTEST:

D. O. Hawkes
Secretary

STARMOUNT CLUB PROPERTIES, INC.

By: D. Keith Hall (SEAL)

Name: D. Keith Hall

Title: President

STARMOUNT CLUB PROPERTIES, INC. CORPORATE SEAL

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: _____ (SEAL)

Name: Donald R. Morton

Title: Deputy State Highway Administrator - Preconstruction

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REGISTRAR'S MEMO: AT TIME OF RECORDING NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SIGNED THE DOCUMENT BUT WAS NOT ACKNOWLEDGED.
_____ ASST. REGISTER OF DEEDS 02/26/99

North Carolina - Guilford County
The certificate (s) of _____

Henry T. Morris III

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

_____
Assistant/Deputy Register of Deeds

229856 4

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

BOOK: 4822
PAGE(S):0770 TO 0786

02/26/1999 16:14:29

02/26/1999 GUILFORD CO. NC
229856

1 DEEDS	$6.00
16 DEEDS ADDN PGS	$32.00
1 PROBATE FEE	$2.00
GUILFORD COUNTY 2/26/1999 NC REAL ESTATE EXTX	$124.00

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, Henry T. Moon III, a Notary Public in and for the State and County aforesaid, do hereby certify that O. O. Hamker personally came before me this day and acknowledged that he is Secretary of Starmount Club Properties Inc, a Corporation, and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and notarial seal this 26 day of February, 1997.

Henry T. Moon III
Notary Public

My Commission expires the 12 day of June, 2000.

NORTH CAROLINA

_____County

The annexed certificate of _____, a Notary Public of _____County, North Carolina is certified to be correct.

This _____day of _____, 19_____.

_____
REGISTER OF DEEDS

HENRY T. MOON III NOTARY PUBLIC GUILFORD COUNTY, N.C.

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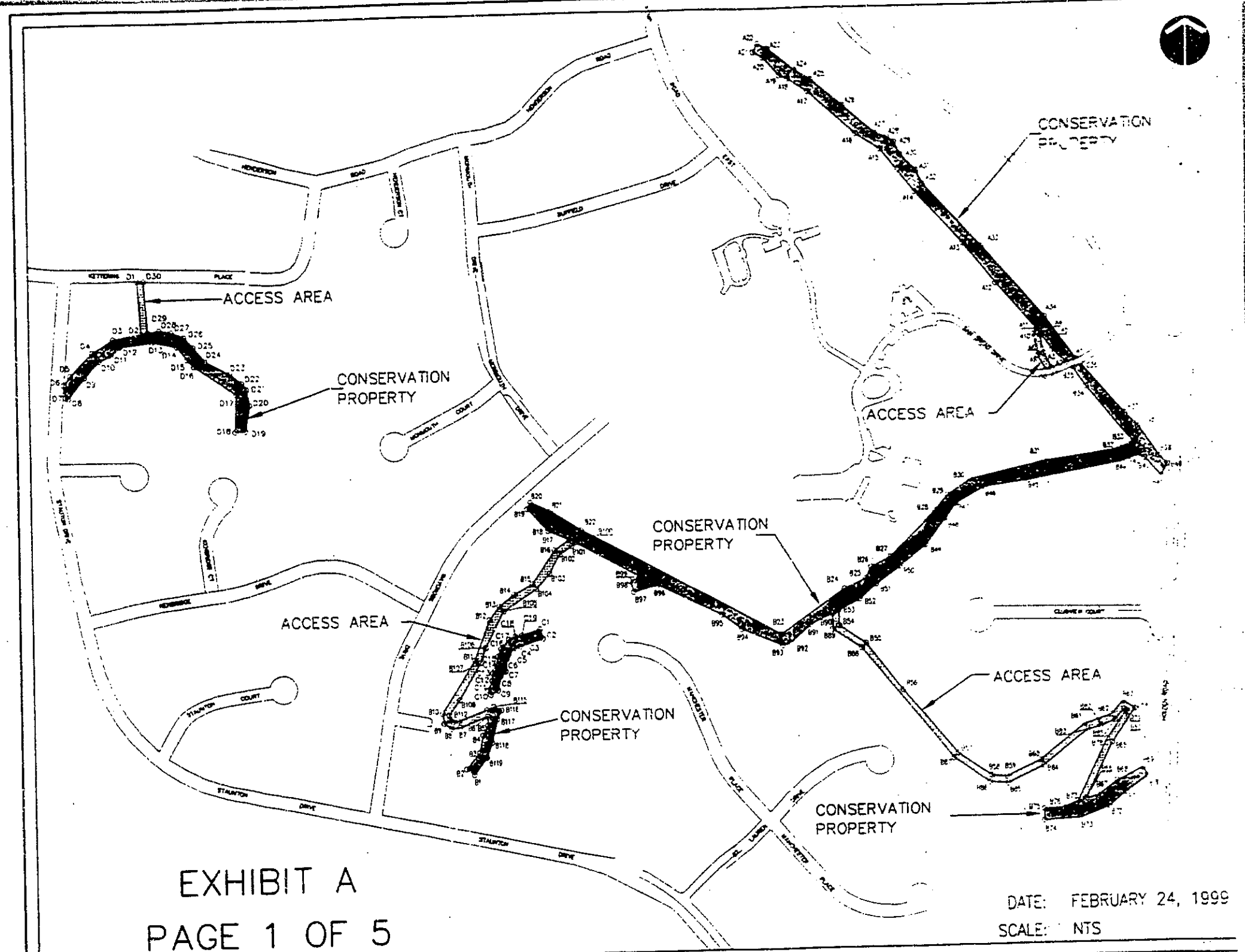

EXHIBIT A

PAGE 1 OF 5

DATE: FEBRUARY 24, 1999

SCALE: NTS

PLAT A

Point Desc	Bearing	Distance	X Coordinate	Y Coordinate
[illegible]			[illegible]	846300.04
A1	[illegible]	[illegible]	[illegible]	846267.46
A2	[illegible]	[illegible]	[illegible]	846238.58
A3	[illegible]	[illegible]	[illegible]	846401.27
A4	[illegible]	[illegible]	[illegible]	846257.04
A5	[illegible]	[illegible]	[illegible]	846325.11
A6	[illegible]	[illegible]	[illegible]	846227.24
A7	[illegible]	[illegible]	[illegible]	846291.62
A8	[illegible]	[illegible]	[illegible]	846376.66
A9	[illegible]	[illegible]	[illegible]	846407.24
A10	[illegible]	[illegible]	[illegible]	846423.18
A11	[illegible]	[illegible]	[illegible]	846802.72
A12	[illegible]	[illegible]	[illegible]	846784.84
A13	[illegible]	[illegible]	[illegible]	846989.26
A14	[illegible]	[illegible]	[illegible]	847136.72
A15	[illegible]	[illegible]	[illegible]	847195.20
A16	[illegible]	[illegible]	[illegible]	847381.04
A17	[illegible]	[illegible]	[illegible]	847411.37
A18	[illegible]	[illegible]	[illegible]	847425.05
A19	[illegible]	[illegible]	[illegible]	847443.21
A20	[illegible]	[illegible]	[illegible]	847513.89
A21	[illegible]	[illegible]	[illegible]	847546.19
A22	[illegible]	[illegible]	[illegible]	847526.71
A23	[illegible]	[illegible]	[illegible]	847444.66
A24	[illegible]	[illegible]	[illegible]	847407.12
A25	[illegible]	[illegible]	[illegible]	847304.73
A26	[illegible]	[illegible]	[illegible]	847193.47
A27	[illegible]	[illegible]	[illegible]	847178.07
A28	[illegible]	[illegible]	[illegible]	847160.07
A29	[illegible]	[illegible]	[illegible]	847114.45
A30	[illegible]	[illegible]	[illegible]	847052.02
A31	[illegible]	[illegible]	[illegible]	847998.87
A32	[illegible]	[illegible]	[illegible]	847748.16
A33	[illegible]	[illegible]	[illegible]	847463.11
A34	[illegible]	[illegible]	[illegible]	846300.04
A1				

PLAT B

Point Desc	Bearing	Distance	X Coordinate	Y Coordinate
B1	N 54°24'52" W	37.23'	[illegible]	846735.52
B2	N 40°40'16" E	81.05'	[illegible]	846757.19
B3	N 11°45'23" E	89.41'	[illegible]	846819.13
B4	N 27°47'52" E	43.78'	[illegible]	846867.07
B5	N 55°25'37" W	35.54'	[illegible]	846925.50
B6	S 70°08'06" W	116.01'	[illegible]	846961.34
B7	S 83°05'22" W	34.72'	[illegible]	846921.92
B8	N 54°04'50" W	34.57'	[illegible]	846917.13
B9	N 09°05'01" W	38.61'	[illegible]	846927.36
B10	N 33°47'52" E	246.30'	[illegible]	846975.50
B11	N 21°01'04" E	185.78'	[illegible]	847133.71
B12	N 30°30'16" E	84.10'	[illegible]	847238.18
B13	N 53°05'37" E	74.62'	[illegible]	847288.34
B14	N 61°40'03" E	63.23'	[illegible]	847322.91
B15	N 35°20'46" E	158.86'	[illegible]	847472.41
B16	N 53°35'42" E	70.17'	[illegible]	847501.99
B17	N 66°07'54" W	88.93'	[illegible]	847543.63
B18	N 43°36'47" W	118.71'	[illegible]	847679.55
B19	N 27°58'33" E	27.86'	[illegible]	847706.22
B20	S 65°06'18" E	86.01'	[illegible]	847790.89
B21	S 57°44'52" E	143.12'	[illegible]	847853.88
B22	S 61°16'09" E	880.75'	[illegible]	847879.52
B23	N 55°35'29" E	300.49'	[illegible]	847236.15
B24	N 44°36'50" E	97.20'	[illegible]	847425.90
B25	N 25°07'30" E	47.58'	[illegible]	847465.48
B26	N 62°05'15" E	84.60'	[illegible]	847507.44
B27	N 44°47'35" E	250.22'	[illegible]	384745.95
B28	N 40°31'14" E	77.24'	[illegible]	847721.85
B29	N 53°02'51" E	111.33'	[illegible]	847782.48
B30	N 17°47'02" E	302.17'	[illegible]	847841.03
B31	N 85°15'20" E	303.31'	[illegible]	847906.97
B32	N 63°24'22" E	57.90'	[illegible]	847948.07
B33	N 39°33'45" W	286.97'	[illegible]	847973.53
B34	N 25°17'33" W	90.47'	[illegible]	847995.12
B35	N 73°05'30" E	35.46'	[illegible]	848059.06
B36	S 44°36'59" E	254.66'	[illegible]	848078.89
B37	S 44°47'47" E	75.77'	[illegible]	848122.41
B38	S 24°05'35" E	144.75'	[illegible]	848254.75
B39	S 44°09'25" E	46.74'	[illegible]	847919.12
B40	S 25°47'31" W	54.65'	[illegible]	847983.67
B41	N 41°00'04" W	97.08'	[illegible]	847836.17

PLAT B (CONTINUED)

Point Desc	Bearing	Distance	X Coordinate	Y Coordinate
B42	N 63°45'47" W	28.65'	[illegible]	[illegible]
B43	S 70°09'58" W	70.91'	[illegible]	[illegible]
B44	S 80°04'38" W	377.15'	[illegible]	[illegible]
B45	S 85°[illegible]' W	176.28'	[illegible]	[illegible]
B46	S 63°[illegible]' W	132.58'	[illegible]	[illegible]
B47	S 27°[illegible]' W	70.12'	[illegible]	[illegible]
B48	S 23°[illegible]' W	[illegible]	[illegible]	[illegible]
B49	S [illegible]' W	[illegible]	[illegible]	[illegible]
B50	S 54°[illegible]' W	115.57'	[illegible]	[illegible]
B51	S 48°[illegible]' W	[illegible]	[illegible]	[illegible]
B52	S 53°[illegible]' W	92.20'	[illegible]	[illegible]
B53	S [illegible]' E	38.57'	[illegible]	[illegible]
B54	S 50°[illegible]' E	123.54'	[illegible]	[illegible]
B55	S 37°[illegible]' E	234.32'	[illegible]	[illegible]
B56	S 38°[illegible]' E	330.62'	[illegible]	[illegible]
B57	S 53°[illegible]' E	[illegible]	[illegible]	[illegible]
B58	S 85°[illegible]' E	60.01'	[illegible]	[illegible]
B59	N 66°[illegible]' E	148.88'	[illegible]	[illegible]
B60	N 21°[illegible]' E	222.88'	[illegible]	[illegible]
B61	N 75°[illegible]' E	110.29'	[illegible]	[illegible]
B62	N 41°[illegible]' E	70.85'	[illegible]	[illegible]
B63	S 13°[illegible]' E	38.43'	[illegible]	[illegible]
B64	S 35°[illegible]' W	160.53'	[illegible]	[illegible]
B65	S 26°[illegible]' W	238.28'	[illegible]	[illegible]
B66	N 76°[illegible]' E	46.04'	[illegible]	[illegible]
B67	N 53°[illegible]' E	94.38'	[illegible]	[illegible]
B68	N 65°[illegible]' E	114.80'	[illegible]	[illegible]
B69	S [illegible]' E	37.40'	[illegible]	[illegible]
B70	S 56°[illegible]' W	105.93'	[illegible]	[illegible]
B71	S 53°[illegible]' W	85.77'	[illegible]	[illegible]
B72	S 69°[illegible]' W	127.38'	[illegible]	[illegible]
B73	S 36°[illegible]' W	140.85'	[illegible]	[illegible]
B74	N 30°[illegible]' E	[illegible]	[illegible]	[illegible]
B75	N 67°[illegible]' E	72.42'	[illegible]	[illegible]
B76	N 68°[illegible]' E	64.42'	[illegible]	[illegible]
B77	N 26°[illegible]' E	283.35'	[illegible]	[illegible]
B78	N [illegible]' E	38.21'	[illegible]	[illegible]
B79	N [illegible]' W	[illegible]	[illegible]	[illegible]
B80	S [illegible]' W	[illegible]	[illegible]	[illegible]
B81	S 58°[illegible]' W	[illegible]	[illegible]	[illegible]
B82	S [illegible]' W	[illegible]	[illegible]	[illegible]
B83	S 51°[illegible]' W	[illegible]	[illegible]	[illegible]
B84			[illegible]	[illegible]

EXHIBIT A

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PLAT B (CONTINUED)

Point Desc	Bearing	Distance	X Coordinate	Y Coordinate
	S 44°25'27" W	158.02'	[illegible]	846454.98
B85	N 85°49'06" W	72.91	[illegible]	846690.30
B86	N 15°49'54" W	171.47	[illegible]	846756.85
B87	N 38°49'47" W	581.22	[illegible]	847197.25
B88	N 15°01'50" W	132.34	[illegible]	847271.51
B89	N [illegible] W	90.87	[illegible]	847332.38
B90	N 63°49'49" W	94.08'	[illegible]	847396.85
B91	S [illegible] W	103.50'	[illegible]	847223.76
B92	[illegible] W	30.33'	[illegible]	847213.7
B93	N 67°21'54" W	173.24	[illegible]	847280.39
B94	N [illegible] W	95.86'	[illegible]	847337.85
B95	N 53°02'55" W	275.29'	[illegible]	847458.75
B96	S 74°43'35" W	95.97	[illegible]	847433.05
B97	N [illegible] W	44.48'	[illegible]	847475.40
B98	N 58°04'10" E	43.57	[illegible]	847481.31
B99	N [illegible] W	289.78'	[illegible]	847631.80
B100	[illegible] W	13.16'	[illegible]	847617.20
B101	[illegible] W	57.92'	[illegible]	847584.63
B102	[illegible] W	63.76'	[illegible]	847511.57
B103	[illegible] W	80.29	[illegible]	847452.41
B104	[illegible] W	154.25	[illegible]	847370.28
B105	[illegible] W	157.10'	[illegible]	847231.11
B106	[illegible] W	61.84	[illegible]	847172.97
B107	[illegible] W	186.29'	[illegible]	847039.28
B108	[illegible] W	74.16'	[illegible]	846969.47
B109	[illegible] E	18.15	[illegible]	846951.55
B110	[illegible] E	14.14	[illegible]	846943.25
B111	[illegible] E	22.34'	[illegible]	846946.31
B112	[illegible] E	110.82'	[illegible]	846998.69
B113	[illegible] E	17.70'	[illegible]	846995.27
B114	[illegible] E	17.44	[illegible]	846999.46
B115	[illegible] E	19.94'	[illegible]	846994.11
B116	[illegible] W	35.71'	[illegible]	846948.95
B117	[illegible] W	93.90	[illegible]	846857.53
B118	[illegible] W	66.57	[illegible]	846801.53
B119	[illegible] W	82.17	[illegible]	846735.52
B1				

PLAT C

Point Desc	Bearing	Distance	X Coordinate	Y Coordinate
C1			1747045.91	847298.00
C2	S 17°49'27" E	37.83'	1747057.49	847261.99
C3	S 72°06'38" W	95.63	1746966.23	847232.41
C4	S 79°38'11" W	33.73	1746942.88	847229.15
C5	S 41°45'27" W	35.06'	1746919.48	847203.03
C6	S 24°36'05" W	17.94'	1746912.14	847186.99
C7	S 25°04'04" W	48.06'	1746907.87	847138.1
C8	S 46°38'28" W	37.85'	1746886.90	847119.71
C9	S 11°00'31" W	56.55'	1746876.10	847064.20
C10	S 80°29'22" W	33.85	1746846.64	847047.52
C11	N 21°59'16" W	22.39	1746835.83	847064.82
C12	N 23°50'29" E	41.72'	1746852.70	847102.98
C13	N 05°56'10" E	28.20	1746855.62	847131.03
C14	N 36°35'25" E	15.60'	1746865.25	847143.21
C15	N 13°46'42" E	54.39	1746878.31	847195.04
C16	N 23°08'34" E	31.07	1746890.50	847224.61
C17	N 41°01'43" E	46.19'	1746922.29	847250.36
C18	N 64°12'30" E	27.96'	1746947.35	847272.98
C19	N 63°09'25" E	28.44'	1746973.60	847278.13
C1	N 73°10'04" E	75.55'	1747045.91	847298.00

PLAT D

Point Desc	Bearing	Distance	X Coordinate	Y Coordinate
D1	[illegible]	226.24	[illegible]	846685.32
D2	[illegible]	[illegible]	[illegible]	846643.52
D3	[illegible]	[illegible]	[illegible]	846664.52
D4	[illegible]	[illegible]	[illegible]	846[illegible]
D5	[illegible]	[illegible]	[illegible]	846126.82
D6	[illegible]	46.72	[illegible]	846250.24
D7	[illegible]	72	[illegible]	846244.72
D8	N [illegible]	121.46	[illegible]	846215.57
D9	N [illegible]	[illegible]	[illegible]	846275.12
D10	N [illegible]	31.87	[illegible]	846321.[illegible]
D11	N [illegible]	45.08	[illegible]	846402.8
D12	N 62°43'29" E	126.27	[illegible]	846434.49
D13	[illegible]	96.93	[illegible]	846451.12
D14	[illegible]	59.24	[illegible]	846410.21
D15	[illegible]	27.90	[illegible]	846478.49
D16	[illegible]	154.24	[illegible]	846375.12
D17	[illegible]	144.82	[illegible]	846241.22
D18	N [illegible]	[illegible]	[illegible]	846094.54
D19	N [illegible]	63.22	[illegible]	846095.86
D20	N [illegible]	42.05	[illegible]	846197.97
D21	N [illegible]	[illegible]	[illegible]	846258.02
D22	N [illegible]	28.17	[illegible]	846281.94
D23	N [illegible]	58.17	[illegible]	846318.57
D24	N [illegible]	96.48	[illegible]	846356.75
D25	[illegible]	72.67	[illegible]	846415.40
D26	N [illegible]	53.81	[illegible]	846445.37
D27	N [illegible]	53.27	[illegible]	846496.08
D28	N [illegible]	46.12	[illegible]	846445.22
D29	[illegible]	44.97	[illegible]	846487.75
D30	N [illegible]	206.24	[illegible]	846687.59
D1	N [illegible]	23.25	[illegible]	846685.32

EXHIBIT A

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000783

Buffer Description and Maintenance

"A" - Unmowed Golf Corridor

Zones:

Riparian- Those areas represented by the green pattern on the planting plan, ranging from a minimum of 5 feet up to 15 feet from the top of bank.

Stream- All areas contained within the top of banks, including low benches and streambanks.

Vegetation: The unmowed golf corridor buffers (riparian and stream zones) are exclusively herbaceous. "A" Buffers shall be seeded with the following specified mixture: redtop (*Agrostis alba*), lovegrass (*Eragrostis spectabilis*), a hard fescue cultivar (*Festuca spp.*), and rye grain. In addition, all low benches will also be seeded or sodded with rough bluegrass (*Poa palustris*) and Kobe or Korean lespedeza.

Maintenance: Herbaceous vegetation in the riparian zone may be maintained mechanically with a mower to a minimum height of 6". Cutting may be conducted as needed with no time of the year restrictions. Herbaceous vegetation in the stream zone may be maintained manually, with a weed eater, to a minimum height of 6", twice a year. This maintenance may be conducted during the following time intervals: 4/15 thru 4/30 and 8/15 thru 8/31. Removal and replacement of dead and diseased vegetation by hand is allowed at any time.

Stream Maintenance: The following exercises may be conducted as needed, at any time during the year, as corrective measures to all factors that could cause failure or disequilibrium in the restored system: removal of channel debris causing erosion (by hand), patching exposed banks to original grade (by hand, with straw/mulch), and repair of bioengineering structures (by hand, to maintain channel form).

000784

"B" - Unmowed Transition Buffer

Zones:

Riparian- Those areas represented by the orange pattern on the planting plan, typically extending 10 feet outward from the top of bank.

Stream- All areas contained within the top of banks, including low benches and streambanks.

Vegetation: The riparian zone of the "B" Buffer shall consist of herbaceous vegetation, in the form of the specified mixture for the "A" buffers and woody vegetation, in the form of maintained shrubs. Acceptable shrub species include: silky dogwood (*Cornus amomum*), black chokeberry (*Aronia melanocarpa*), red chokeberry (*Aronia arbutifolia*), lowbush blueberry (*Vaccinium angustifolium*), and witch-hazel (*Hamamelis virginiana*). The stream zone shall include the aforementioned specified seed mixture, as well as the rough bluegrass and lespedeza on the low benches, as herbaceous vegetation. It shall also include the installation of live dormant stakes on the streambanks for stabilization and shading purposes. Acceptable species for live dormant stakes include: black willow (*Salix nigra*), silky dogwood (*Cornus amomum*), Bankers willow (*Salix cotteti*), red-osier dogwood (*Cornus stolonifera*), and American elderberry (*Sambucus canadensis*).

Maintenance: Herbaceous vegetation in the riparian zone may be maintained mechanically with a mower to a minimum height of 6". Cutting may be conducted as needed with no time of the year restrictions. Riparian shrubs may be maintained manually by pruning up to 20% of the shrub twice per year. Pruning may be done once in late fall or early spring, and once during the summer months. Herbaceous vegetation in the stream zone may be maintained manually, with a weed eater, to a minimum height of 6", twice a year. This maintenance may be conducted during the following time intervals: 4/15 thru 4/30 and 8/15 thru 8/31. Live Stakes may be maintained manually by pruning the stakes to a minimum height of two feet (vertically) above the top of bank, once per year during the late fall. Removal and replacement of dead and diseased vegetation by hand is allowed at any time.

Stream Maintenance: The following exercises may be conducted as needed, at any time during the year, as corrective measures to all factors that could cause failure or disequilibrium in the restored system: removal of channel debris causing erosion (by hand), patching exposed banks to original grade (by hand, with straw/mulch), and repair of bioengineering structures (by hand, to maintain channel form).

000785

"C" - Mitigation/Deciduous Buffer

Zones:

Riparian- Those areas represented by the blue pattern on the planting plan, typically extending 10 feet outward from the top of bank.

Stream- All areas contained within the top of banks, including low benches and streambanks.

Vegetation: The riparian zone of the "C" Buffer shall consist of herbaceous vegetation, in the form of the specified mixture for the "A" buffers and woody vegetation, in the form of unmaintained shrubs and trees. Acceptable shrub species include: silky dogwood (*Cornus amomum*), black chokeberry (*Aronia melanocarpa*), red chokeberry (*Aronia arbutifolia*), lowbush blueberry (*Vaccinium angustifolium*), and witch-hazel (*Hamamelis virginiana*). Acceptable tree species include red maple (*Acer rubrum*), American sycamore (*Platanus occidentalis*), river birch (*Betula nigra*), green ash (*Fraxinus pennsylvanica*), and flowering dogwood (*Cornus florida*). The stream zone shall include the aforementioned specified seed mixture, as well as the rough bluegrass and lespedeza on the low benches, as herbaceous vegetation. It shall also include the installation of live dormant stakes on the streambanks for stabilization and shading purposes. Acceptable species for live dormant stakes include: black willow (*Salix nigra*), silky dogwood (*Cornus amomum*), Bankers willow (*Salix cotteti*), red-osier dogwood (*Cornus stolonifera*), and American elderberry (*Sambucus canadensis*)

Maintenance: Maintenance is not permitted on herbaceous or woody vegetation in this buffer type with the exception of the removal and replacement of all dead and diseased vegetation by hand during the following time frame: 3/15 thru 4/30 and 10/1 thru 11/30.

Stream Maintenance- The following exercises may be conducted as needed, at any time during the year, as corrective measures to all factors that could cause failure or disequilibrium in the restored system: removal of channel debris causing erosion (by hand), patching exposed banks to original grade (by hand, with straw/mulch), and repair of bioengineering structures (by hand, to maintain channel form).

Invasive Species - Removal of invasive species which are hindering the growth of the native plants shall be done manually, by hand or by a licensed herbicide applicator. This may be undertaken on an as needed basis, and applies to all three buffer types

000786