BOOK 2795 PAGE 633

INDEXED

RECORDED AND VERIFIED
REGISTER OF DEEDS

Doc ID: 010374090023 Type: CRP
Recorded: 08/05/2010 at 08:43:34 AM
Fee Amt: $80.00 Page 1 of 23
WAYNE COUNTY, NC
LOIS J MOORING REGISTER OF DEEDS
BK 2795 PG 633-655

23-80.00

STATE OF NORTH CAROLINA
WAYNE COUNTY

CONSERVATION EASEMENT AND RIGHT OF ACCESS

SPO File Number 96-E
EEP Site ID – 92646

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, pursuant to the provisions of N.C. General Statutes Chapter 121, Article 4 and made this 30th day of July, 2010, by The City of Goldsboro, a municipal corporation, ("**Grantor**"), whose mailing address P.O. Box A Goldsboro, NC 27533, to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

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

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

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

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

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in the City or Goldsboro, Wayne County, North Carolina (the "**Property**"), and being more particularly described as those certain parcels of land within the Willow Dale Cemetery and the adjoining stream known as "The Big Ditch". The **Parent Tracts** subject to the **Conservation Easement** are recorded as follows:

Tract one being an approximate 0.092 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-3870,
Tract two being an approximate 0.092 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-3874,
Tract three being an approximate 0.073 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-3888,
Tract four being an approximate 0.092 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-4759,
Tract five being an approximate 0.092 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-4863,
Tract six being an approximate 0.092 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-4868,
Tract seven being an approximate 0.096 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-4953,

Tract eight being an approximate 0.046 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-4986,
Tract nine being an approximate 0.12 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-5798,
Tract ten being an approximate 0.10 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-6802,
Tract eleven being an approximate 0.097 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-6807,
Tract twelve being an approximate 0.098 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-6901,
Tract thirteen being an approximate 0.099 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-6915,
Tract fourteen being an approximate 0.10 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-991-6928,
Tract fifteen being an approximate 23.94 acre tract or parcel of land identified as being Wayne County Parcel ID Number 259-992-4635,
Tract sixteen being an approximate 0.069 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-992-6013,
Tract seventeen being an approximate 0.058 acre tract or parcel of land identified in Deed Book 599, Page 115, Wayne County Registry, Property is also identified as being Parcel ID Number 259-992-6063,
Tract eighteen being an approximate 3.36 acre tract or parcel of land identified as being Wayne County Parcel ID Number 259-992-9516,
Tract nineteen being an approximate 0.133 acre tract or parcel of land identified in Deed Book 969, Page 281, Wayne County Registry, Property is also identified as being Parcel ID Number 350-903-0143; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of the Neuse River and its tributaries

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 along with a general Right of Access, over described portions of the Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, such

property being all of the tracts of land as identified as **Conservation Easements 1, 2, 3, 4, 5, and 7** as shown on a plat of survey entitled "Conservation Easement Survey for the State of North Carolina, Ecosystem Enhancement Program, UT to Neuse (The Big Ditch), EEP ID 92682, SPO 096-E, 096-F" and **recorded on May 13, 2010 in Plat Book N, Page 40B and Plat Book N, Page 40C Wayne County Registry** The tracts being more particularly described as follows:

The Conservation Easement Area (see "*Exhibit A*") consists of the following:

Conservation Easement 1 – containing 5.19 +/- Acres or 229,613 +/- Square Feet

(Area 1 contains a sub-area which is designated as a Storm Water Wetland Best Management Practice (BMP))

Conservation Easement 2- containing 0.30 +/- Acres or 13,119 +/- Square Feet

Conservation Easement 3- containing 0.35 +/- Acres or 15,209 +/- Square Feet

Conservation Easement 4- containing 0.37 +/- Acres or 16,294 +/- Square Feet

Conservation Easement 5 – containing 0.83 +/- Acres or 36,269 +/- Square Feet

Conservation Easement 7 – containing 2.34 +/- Acres or 101,695 +/- Square Feet

(All areas are designated as a permanent Conservation Easement to be held in perpetuity)

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

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITES

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

The Grantor expressly agrees to maintain and repair, as well as to bear the sole financial responsibility for **the stormwater wetland described in the *UT to Neuse – Goldsboro Stream, Buffer and Stormwater BMP Maintenance and Repair Plan,*** attached hereto as "Exhibit B" and incorporated herein by reference.

Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

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

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

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, control of invasive and/or exotic species and removal of vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited, unless described herein in the **BMP Maintenance Plan (Exhibit B).**

Embankments/Berms Managed grass zone: Plants shall be maintained at a height of no less than 6 inches,

Shallow Land and Water Areas. No cutting other than invasive exotic plant management,

Wetland Restoration and Enhancement Areas. No cutting other than invasive exotic plant management,

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

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

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

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area.

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

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

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

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

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

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

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

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

III. GRANTEE RESERVED USES

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

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

C. Signs. The Grantee shall be permitted to place signs on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the holder of the Conservation Easement.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

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

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

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

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

V. MISCELLANEOUS

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

B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

C. Any notices shall be sent by registered or certified mail, return receipt requested, to the parties at their addresses shown herein or to other addresses 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 Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Conservation Easement herein created.

Grantor shall notify the U.S. Army Corps of Engineers at least 60 days in advance of any transfer of property interest. Such notification shall be addressed to:

General Counsel
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

and

Ecosystem Enhancement Manager
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

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

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The U.S. Army Corps of Engineers must be notified at least 60 days in advance of any amendment to this Conservation Easement or transfer of property interest.

Such notification shall be addressed to the parties specified in D. above.

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

VI. QUIET ENJOYMENT

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

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

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

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

(Corporate Seal)

City of Goldsboro

By: _____
Alfonzo King, Mayor City of Goldsboro

Attested By: Melissa Brewer

Print name: Melissa Brewer

Title: City Clerk

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

I, Kaye A. Scott, a Notary Public, in and for the County of Wayne and State of North Carolina do hereby certify that Melissa Brewer personally came before me this day and acknowledged that she is City Clerk of the City of Goldsboro, and that by the authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by Alfonzo King, Mayor City of Goldsboro and sealed with its corporate seal, and attested to by her as its City Clerk.

Witness my hand and official seal, this 30 day of July, 2010.

(Notary Seal)

KAYE ANDERSON SCOTT
NOTARY PUBLIC
WAYNE COUNTY, NC

Kaye Anderson Scott
Signature of Notary

Kaye Anderson Scott, Notary Public
Printed or typed name

My commission expires: 7-5-12

Exhibit A

Legal Description for Conservation Easement
As shown in Wayne County, North Carolina
Plat Book N, Page 40B
Plat Book N, Page 40C

CONSERVATION EASEMENT # 1

COMMENCING AT NCGS MONUMENT "SPRUCE" WHICH HAS NC GRID NAD 83/2007 COORDINATES OF N=594,876.65', E=2,298,616.07', (AVERAGE COMBINED SCALE FACTOR IS 0.99987510) THENCE S31°00'02"E 2,283.27', TO AN POINT, HAVING NC GRID NAD 83/07 COORDINATES N=592,919.51', E=2,299,792.06', THENCE S11°49'55"W 632.86' TO A POINT
HAVING NC GRID NAD 83/07 COORDINATES N=592,300.10', E=2,299,662.30', THENCE N32°28'23"W 59.32', TO THE POINT AND PLACE OF BEGINNING, THENCE WITH THE WESTERN LINE OF CONSERVATION EASEMENT #1, N24°26'56"E 307.37', TO A CONCRETE MONUMENT SET, THENCE CONTINUING N24°39'21"E 323.68' TO AN IRON PIPE SET, THENCE WITH THE NORTHERN LINE OF CONSERVATION EASEMENT #1, S70°42'22"E 143.85' TO AN IRON PIPE SET, THENCE WITH THE EASTERN LINE OF PROPOSED CONSERVATION EASEMENT #1, S08°38'43"W 703.51' TO AN IRON PIPE SET, THENCE CONTINUING N73°02'51"W 115.80' TO AN IRON PIPE SET, THENCE CONTINUING S16°52'05"W 20.00',TO AN EXISTING IRON PIPE, THENCE S68°59'17"W 23.95' TO AN IRON PIPE SET, THENCE CONTINUING S48°03'40"W 110.89' TO A POINT, SAID POINT BEING IN THE NORTHERN RIGHT OF WAY (50' PUBLIC RIGHT OF WAY) (UNDEVELOPED) THENCE WITH THE NORTHERN RIGHT OF WAY OF ODELL STREET, S74°41'50"E 60.00', TO AN IRON PIPE SET, THENCE CROSSING ODELL STREET RIGHT OF WAY IN A SOUTHERN DIRECTION, S15°18'10"W 49.29' TO AN IRON PIPE SET, SAID POINT BEING IN THE SOUTHERN RIGHT OF WAY OF ODELL STREET (50' PUBLIC RIGHT OF WAY) (UNDEVELOPED) THENCE WITH THE SOUTHERN RIGHT OF WAY LINE OF ODELL STREET N74°41'50"W 60.29' TO AN IRON PIPE SET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 29, OF THE SCOTT-ANNEX SUBDIVISION AS RECORDED IN THE WAYNE COUNTY REGISTER OF DEEDS MAP BOOK 2, PAGE 80, THENCE WITH THE EASTERN LINE OF LOT 29, S08°13'07E 64.28', TO AN EXISTING IRON PIPE, SAID POINT BEING THE SOUTHEAST CORNER LOT 29 OF SAID SUBDIVISION, SAID POINT ALSO BEING NORTHEAST CORNER OF LOT 31, OF SAID SUBDIVISION, THENCE WITH THE NORTHERN LINE OF LOT 31 OF SAID SUBDIVISION, N86°28'09"W 20.05', TO A IRON PIPE SET, THENCE WITH A EASTERN LINE OF CONSERVATION EASEMENT #1, S07°42'51W 282.30', TO AN IRON PIPE SET, THENCE WITH A SOUTHERN LINE OF CONSERVATION EASEMENT #1, N88°33'10"W 80.14' TO AN IRON PIPE SET, THENCE WITH THE WESTERN LINE OF CONSERVATION EASEMENT #1, N07°26'38"E 376.99', TO AN IRON PIPE SET, THENCE CONTINUING N55°42'32"E 11.26', TO AN IRON PIPE SET, THENCE CONTINUING N07°20'29"E 246.56', TO THE POINT AND PLACE OF THE BEGINNING.
THE ABOVE DESCRIBED PROPERTY CONTAINS 226,323± SQ.FT. D.M.D. OR 5.20± ACRES D.M.D.

CONSERVATION EASEMENT # 2

COMMENCING AT NCGS MONUMENT "SPRUCE" WHICH HAS NC GRID NAD 83/2007 COORDINATES OF N=594,876.65', E=2,298,616.07', THENCE S31°00'02"E 2,283.27', TO A POINT,
HAVING NC GRID NAD 83/07 COORDINATES N=592,919.51', E=2,299,792.06', THENCE S11°49'55"W 632.86' TO A POINT HAVING NC GRID NAD 83/07 COORDINATES N=592,300.10', E=2,299,662.30', (AVERAGE COMBINED SCALE FACTOR IS 0.99987510), THENCE N32°28'23"W 59.32' TO A CONCRETE MONUMENT SET, THENCE N89°07'50"W 65.91' TO THE POINT AND PLACE OF BEGINNING, SAID POINT BEING AN IRON PIPE SET, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF CONSERVATION EASEMENT #2, THENCE ALONG THE SOUTHERN LINE OF CONSERVATION EASEMENT #2, N63°53'25W 40.00' TO AN IRON PIPE SET, THENCE ALONG THE WESTERN LINE OF SAID EASEMENT N26°06'35"E 329.11' TO A SET IRON PIPE, THENCE S61°44'49"E 40.03', TO A SET IRON PIPE, THENCE WITH EASTERN LINE OF CONSERVATION EASEMENT #2, N26°06'35"E 327.62 TO AN IRON PIPE SET, SAID POINT BEING THE PLACE AND POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY CONTAINS 13,134± SQ.FT. D.M.D. OR 0.30± ACRES D.M.D.

CONSERVATION EASEMENT # 3

COMMENCING AT NCGS MONUMENT "SPRUCE" WHICH HAS NC GRID NAD 83/2007 COORDINATES OF N=594,876.65', E=2,298,616.07', THENCE S31°00'02"E 2,283.27', TO A POINT,
HAVING NC GRID NAD 83/07 COORDINATES N=592,919.51', E=2,299,792.06', THENCE S11°49'55"W 632.86' TO A POINT, HAVING NC GRID NAD 83/07 COORDINATES N=592,300.10', E=2,299,662.30', (AVERAGE COMBINED SCALE FACTOR IS 0.99987510), THENCE N32°28'23"W 59.32' TO A CONCRETE MONUMENT SET, THENCE N89°07'50"W 65.91' TO A IRON PIPE SET, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF CONSERVATION EASEMENT #2, THENCE ALONG THE EASTERN LINE OF CONSERVATION EASEMENT #2, N26°06'35"E 347.63' TO AN IRON PIPE SET, SAID POINT BEING THE PLACE AND POINT OF BEGINNING, THENCE WITH THE SOUTHERN LINE OF CONSERVATION EASEMENT #3, N61°44'49"W 50.04, TO AN IRON PIPE SET, THENCE N26°06'35"E 300.27', TO AN IRON PIPE SET, THENCE WITH THE NORTHERN LINE OF CONSERVATION EASEMENT #3, S70°42'22"E 50.36', TO AN IRON PIPE SET, THENCE WITH THE EASTERN LINE OF CONSERVATION EASEMENT #3, S26°06'35"W 308.12', TO THE POINT AND PLACE OF THE BEGINNING. THE ABOVE DESCRIBED PROPERTY CONTAINS 15,209± SQ.FT. D.M.D. OR 0.35± ACRES D.M.D.

CONSERVATION EASEMENT # 4

COMMENCING AT NCGS MONUMENT "SPRUCE" WHICH HAS NC GRID NAD 83/2007 COORDINATES OF N=594,876.65', E=2,298,616.07', (AVERAGE COMBINED SCALE FACTOR IS 0.99987510) THENCE S31°00'02"E 2,283.27', TO AN POINT, HAVING NC GRID NAD 83/07 COORDINATES N=592,919.51', E=2,299,792.06', THENCE S11°49'55"W 632.86' TO A POINT HAVING NC GRID NAD 83/07 COORDINATES N=592,300.10', E=2,299,662.30', THENCE N32°28'23"W 59.32' A CONCRETE MONUMENT SET,THENCE N89°07'50"W 65.91' TO A IRON PIPE SET, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF NEW CONSERVATION EASEMENT #2, THENCE ALONG THE EASTERN LINE OF CONSERVATION EASEMENT #2, N26°06'35"E 675.89' TO THE PLACE AND POINT OF BEGINNING, A IRON PIPE SET, SAID POINT BEING THE SOUTHEASTERN CORNER OF CONSERVATION EASEMENT #4, THENCE WITH THE SOUTHERN LINE OF THE CONSERVATION EASEMENT # 4, N70°42'22W 50.36' TO AN IRON PIPE SET, THENCE N26°06'35"E 190.91', TO AN IRON PIPE SET, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE TEMPORARY CONSTRUCTION EASEMENT, THENCE WITH THE EASTERN LINE OF SAID CONSTRUCTION EASEMENT N26°06'35"E 137.51', TO AN IRON PIPE SET IN THE SOUTHERN RIGHT OF WAY OF ELM STREET, THENCE WITH THE SOUTHERN RIGHT OF WAY OF ELM STREET S64°56'31"E 50.01', TO A IRON PIPE SET, THENCE WITH THE EASTERN LINE OF CONSERVATION EASEMENT #4, S26°06'35"W 323.36', TO THE POINT AND PLACE OF BEGINNING. THE ABOVE DESCRIBED PROPERTY CONTAINS 16,294± SQ.FT. D.M.D. OR 0.37± ACRES D.M.D.

CONSERVATION EASEMENT # 5

BEGINNING AT AN EXISTING IRON PIPE IN THE SOUTHERN RIGHT OF WAY OF EAST ELM STREET, SAID POINT ALSO BEING THE NORTHWEST OF TRUSTEES OF ST. LUKE CHURCH OF CHRIST DISCIPLES OF CHRIST, AS RECORDED IN THE GOLDSBORO REGISTER OF DEEDS IN DEED BOOK 1809, PAGE 708, THENCE WITH A WESTERN LINE OF TRUSTEES OF ST. LUKE CHURCH OF CHRIST DISCIPLES OF CHRIST, S11°05'31"W 154.08 TO AN EXISTING IRON PIPE, THENCE WITH A SOUTHERN LINE OF TRUSTEES OF ST. LUKE CHURCH OF CHRIST DISCIPLES OF CHRIST, S64°54'07"E 80.71' TO AN IRON PIPE SET, THENCE WITH THE EASTERN LINE OF CONSERVATION EASEMENT #5, S18°48'04W 153.23' TO AN IRON PIPE SET, THENCE CONTINUING WITH THE SOUTHERN LINE OF THE CONSERVATION EASEMENT #5, N70°42'22"W 172.51' TO AN IRON PIPE SET, THENCE WITH THE WESTERN LINE OF CONSERVATION EASEMENT #5 N24°23'17"E 319.18', TO AN IRON PIPE SET, SAID POINT BEING IN THE SOUTHERN RIGHT OF WAY OF ELM STREET, THENCE WITH THE SOUTHERN RIGHT OF WAY OF ELM STREET S64°56'31"E 40.77', TO THE POINT AND PLACE OF BEGINNING. THE ABOVE DESCRIBED PROPERTY CONTAINS 35,271± SQ.FT. D.M.D. OR 0.81± ACRES D.M.D.

CONSERVATION EASEMENT # 7

COMMENCING AT NCGS MONUMENT "SPRUCE" WHICH HAS NC GRID NAD 83/2007 COORDINATES OF N=594,876.65', E=2,298,616.07', (AVERAGE COMBINED SCALE FACTOR IS 0.99987510) THENCE S31°00'02"E 2,283.27', TO AN POINT, HAVING NC GRID NAD 83/07 COORDINATES N=592,919.51', E=2,299,792.06', THENCE S11°49'55"W 632.86' TO A POINT HAVING NC GRID NAD 83/07 COORDINATES N=592,300.10', E=2,299,662.30', THENCE N32°28'23"W 59.32' A POINT,THENCE S07°20'29"W 246.56', TO A POINT,THENCE CONTINUING, S55°42'32"W 11.26' TO A POINT, THENCE CONTINUING S07°26'38"W 376.99' TO A POINT, THENCE CONTINUING N66°18'49"W 26.04', TO THE POINT AN PLACE OF BEGINNING, AND IRON PIPE SET, THENCE WITH THE SOUTHERN LINE OF CONSERVATION EASEMENT # 7, N88°55'03"W 504.58', TO AN IRON PIPE SET, THENCE WITH A WESTERN LINE OF CONSERVATION EASEMENT # 7, N06°49'56"E 143.30', TO A POINT, THENCE WITH A SOUTHERN LINE OF CONSERVATION EASEMENT # 7, S89°24'28"W 186.88', TO A POINT THENCE WITH THE WESTERN LINE OF CONSERVATION EASEMENT # 7, N08°23'54"E 13.23' TO AN IRON PIPE SET, THENCE WITH NORTHERN LINE OF CONSERVATION EASEMENT # 7, N88°59'43"E 412.01' TO AN IRON PIPE SET, THENCE CONTINUING N74°57'34"E 40.01' TO AN IRON PIPE SET, THENCE CONTINUING N56°34'12"E 321.61', TO AN IRON PIPE SET, THENCE WITH THE EASTERN LINE OF CONSERVATION EASEMENT #7, S07°26'38"W 343.72, TO THE POINT AND PLACE OF BEGINNING. THE ABOVE DESCRIBED PROPERTY CONTAINS 101,695± SQ.FT. D.M.D. OR 2.43± ACRES D.M.D.

Exhibit B

- UT to Neuse - Goldsboro

Stream, Buffer and Stormwater BMP Project
Stormwater BMP Maintenance and Repair Plan

Introduction

The North Carolina Department of Environment and Natural Resources Ecosystem Enhancement Program (EEP) is conducting a stream restoration project on an Unnamed Tributary (UT) to the Neuse River in Goldsboro, NC. The majority of the property for this stream restoration project is owned by the City of Goldsboro (City). As part of the restoration plan, EEP is also constructing a stormwater wetland BMP (hereinafter "BMP") within the park. The stream restoration project and BMP area are within a State of North Carolina conservation easement.

This document provides additional clarification and guidance to the City of Goldsboro for BMP maintenance and repair related to restrictions set forth in the Conservation Easement document (hereinafter "Easement") to be executed and shown in the Conservation Easement survey plat (hereinafter "Survey") , both to be recorded with Wayne County.

Purpose

The purpose of this Plan is to outline maintenance and repair responsibilities and requirements for the stormwater wetland BMP constructed by EEP as part of EEP's stream restoration project.

Stormwater Wetland BMP Responsibility

EEP will be responsible for BMP construction and then maintenance & repair during the initial construction warranty period. The warranty period will last one year beginning upon completion and acceptance of the BMP structures by the State Construction Office. Prior to acceptance of the BMP structures by the State Construction Office, EEP and the City will jointly assess the stormwater wetland BMP for compliance with the approved construction drawings and specifications.

Sixty days prior to the end of the warranty period, the City of Goldsboro and EEP will jointly assess the stormwater wetland BMP to ensure the BMP is functioning as designed. The City of Goldsboro shall provide written comments concerning the assessment of the stormwater BMP within 10 business days of each joint assessment. EEP will provide the City of Goldsboro the as-built drawings prior to the initial joint assessment, as well as any revised as-built drawings, if applicable.

Once the City and EEP are in agreement that these conditions are met and the BMP is free of existing maintenance needs, as outlined in Exhibit C below, and are clear of any construction warranty work, EEP will transfer responsibility to the City. The City will assume responsibility for maintenance and repair of the BMP within the Easement at this time.

Stormwater Wetland BMP Maintenance & Repair

The City will follow guidelines and requirements outlined in the most current version of the North Carolina Division of Water Quality (DWQ) *Stormwater Best Management Practices Manual (July 2007)* to monitor, maintain, and repair (as necessary) the stormwater BMP to function properly as designed.

Specifically, maintenance and repair activities shall be performed as necessary as follows. Any problems that are found shall be repaired as soon as possible.

Common Maintenance Issues

Common maintenance issues seen in stormwater wetland BMPs include blocked inlets or outlets, vegetation mortality, buildup of sediment in the forebay, invasive plant species presence and beaver activity.

Maintenance will include, but is not limited to, issues and solutions listed below in the table from DWQ *Stormwater Best Management Practices Manual (July 2007).*

Each year, the City will visit and assess the BMP, and fill out the Inspection and Reporting Form (Exhibits D and E) and submit the documents to EEP.

Exhibit C

Table 9-2
Sample Operation and Maintenance Agreement for Stormwater Wetlands

BMP element:	Potential problem:	How to remediate the problem:
Entire BMP	Trash/debris is present.	Remove the trash/debris.
Perimeter of wetland	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at an appropriate height.
Inlet device: pipe or swale	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment offsite.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
Forebay	Sediment has accumulated in the forebay to a depth that inhibits the forebay from functioning well.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.
Deep pool, shallow water and shallow land areas	Algal growth covers over 50% of the deep pool and shallow water areas.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the deep pool and shallow water areas.	Remove invasives by physical removal or by wiping them with pesticide (do not spray) – consult a professional.
	Shallow land remains flooded more than 5 days after a storm event.	Unclog the outlet device immediately.
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if necessary.

Table 9-2, continued
Sample Operation and Maintenance Agreement for Stormwater Wetlands

BMP element:	Potential problem:	How to remediate the problem:
Deep pool, shallow water and shallow land areas (con't)	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices.
	Sediment has accumulated and reduced the depth to 75% of the original design depth of the deep pools.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
Embankment	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by appropriate professional shows that the embankment needs repair.	Make all needed repairs.
	Evidence of muskrat or beaver activity is present.	Consult a professional to remove muskrats or beavers.
Micropool	Sediment has accumulated and reduced the depth to 75% of the original design depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
OUTLET STRUCTURE	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
Receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the NC Division of Water Quality 401 Oversight Unit at 919-733-1786.

Exhibit D

EEP Stormwater BMP Inspection and Reporting Form

Location: Adjacent to Willowdale Cemetery, within UT to Neuse stream restoration conservation easement area

Date: _____ Time: _____ Recent Weather: _____

Inspector: _____

Type of BMP: Stormwater Wetland

Date of Construction: _____

****

To answer these questions completely and thoroughly, visually inspect the entire BMP as closely as possible. Take notes and photographs.

Depth of water in forebay: _____

Is erosion present? _____ If yes, where: _____
(include photos)

Is the outlet (orifice) obstructed, or can water flow freely out? _____

Are plants alive and thriving? _____
(include photos)

Are non-native plants present? _____
(include photos)

Is mowing occurring inside the boundaries of the BMP? _____
(include photos)

Are beavers and/or muskrats present? _____
(include photos)

Is floating trash/debris present? _____

Exhibit E

Stormwater BMP Maintenance

Task	Completed?	Notes
Clear outlet/orifice so water can exit freely	Y or N	
Remove non-native plants *only*	Y or N	
Remove beaver dams	Y or N	
Remove floating trash/debris	Y or N	
Remove accumulated sediment from forebay	Y or N	