

**AGENDA**  
**North Carolina Land and Water Fund**  
**Acquisition Committee Meeting**  
May 3, 2023, 1:00 p.m. – 4:00 p.m.

This meeting will be held via teleconference and will have a physical location on the 4th floor of the Nature Research Center located at 121 West Jones Street, Raleigh, NC in room 4508. If any member of the public would like to join to the meeting via MS Teams or in person, please contact Terri Murray at [teresa.murray@ncdcr.gov](mailto:teresa.murray@ncdcr.gov) or 919-707-9400 in advance for links or directions.

**Committee Members:**

Jason Walser (Chair), John Wilson, Ann Browning, Greer Cawood, Amy Grissom, David Womack

**COMMENCEMENT**

**1) Call to Order (Chair)**

a) Welcome

b) Roll call

**c) Compliance with General Statute § 138A-15**

*General Statute § 138A-15 mandates that the Chair inquire as to whether any Trustee knows of any conflict of interest or the appearance of a conflict of interest with respect to matters on the agenda. If any Trustee knows of a conflict of interest or the appearance of a conflict of interest, please state so at this time.*

**d) Please put cell phones on vibrate or turn off, and if guests are joining remotely, mute your audio and turn off your video unless you are called upon to speak**

**e) Revisions, additions, and adoption of the agenda**

**2) Executive Director's Update (Will Summer)**

**PUBLIC COMMENTS**

The public is invited to make comments to the Board (Chair)

*The NCLWF policy manual states that comments shall be limited to subjects of business falling within the jurisdiction of the NCLWF. The NCLWF welcomes public comments on general issues. Comments will not be allowed on individual projects before the NCLWF for funding during the regular meeting. Comments will be limited to three minutes per person.*

**BUSINESS**

**1) Program Manager's update (Marissa Hartzler)**

Staff will provide the committee with a program update.

**2) 2000B-703 Emerald Isle - Emerald Isle Woods Amendment Request (Justin Mercer)**

Staff will present a request to amend a conservation easement in Carteret County.

**3) 2021-007 Conserving Carolina - Floodplain Addition Scope Change Request (Marie Meckman)**

Staff will present a proposal to amend the conservation strategy and grant award of this funded project.

**4) 2019-009 Conserving Carolina - Abes Creek Scope Change Request (Marie Meckman)**

Staff will present a proposal to amend the conservation strategy of this contracted project.

**5) 2021-004 Conserving Carolina - Camp Woodson Scope Change Request (Marie Meckman)**

Staff will present a proposal to amend the conservation strategy of this funded project.

**6) Donated Mini Grant Program Allocation (Marissa Hartzler)**

Staff will present a proposal to increase the funds available for the 2023 Donated Mini-Grant Program.

**7) STW-001 Conservation Agreement Amendment Policy Revision (Justin Mercer)**

Staff will present an updated draft of the NCLWF Conservation Agreement Amendment Policy.

**ADJOURNMENT**

**Action Item****Staff member: Justin Mercer**

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**Agenda Item 2) 2000B-703 Emerald Isle – Emerald Isle Woods Amendment Request**

The Town of Emerald Isle is requesting an amendment to the approximately 42-acre conservation easement to release three acres to facilitate the construction of a new state-of-the-art Fire/EMS station.

**Background**

In 2000, the North Carolina Land and Water Fund awarded a grant in the amount of \$2,400,000 to the Town of Emerald Isle and the North Carolina Coastal Federation to acquire property and to design, construct, operate, and maintain a constructed wetlands system to treat stormwater and reduce pollution in the ocean and Bogue Sound. The entirety of NCWLF's \$2,400,000 funding contribution went toward the \$3,460,000 acquisition of the land.

The Town of Emerald Isle has undergone review of their emergency response services in recent years. This review revealed insufficient response times from existing fire and EMS stations to meet the needs of residents and tourists alike. A new station closer to the east side of the island is needed to provide adequate services.

In 2021, the Town established the Emergency Services Task Force and engaged experts from the UNC School of Government, local realty experts, fire service professionals, and outside experts. Despite 18 months of effort, no other suitable location could be identified. The Town of Emerald Isle proposes to offset the impact to the NCLWF conservation easement with the protection of an additional nine acres. The specific acreage to be protected has yet to be determined.

**Staff Recommendation**

Though there is significant public benefit associated with this request, staff cannot recommend approval. The committee should carefully weigh the public benefits associated with the request against the impacts to conservation values.

**Committee Action Needed**

Approve, amend, or deny the request and make a recommendation to the board.

*Attachments: Policy, request letter, original easement, 1<sup>st</sup> easement amendment, Natural Heritage Data Explorer report*



## Stewardship Program Policies:

### Conservation Agreement Amendment Policy (STW-001)

**Background:** On rare occasions, permanent conservation agreements may need to be modified or amended. This policy was established and approved by the Board to provide a consistent and predictable process for these cases.

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#### Policy:

The North Carolina Land and Water Fund (NCLWF) was established in 1996 primarily to protect water quality interests in the State. In 2013, the purpose of the NCLWF was expanded to include the protection of natural heritage, historic and cultural resources as well as to buffer military bases. In addition, with the dissolution of the Natural Heritage Trust Fund (NHTF) in 2013, the North Carolina Land and Water Fund became the de facto appointed body for matters that would have gone before the NHTF in the past. Therefore, this document pertains to changes to conservation agreements initially entered into by either of the aforementioned funds.

When the Board elects to fund a land protection project, there are two arrangements in which the State retains an interest in perpetuity: 1) a State-held conservation easement, and 2) dedications under either the State Nature Preserves Act or State Nature and Historic Preserve Dedication Act. There may also be term agreements that exist only for a set number of years. These instruments, hereafter referred to broadly as “conservation agreements,” should be designed and written so as to avoid the need for an amendment or modification of the agreed upon terms. It is the State’s presumption that they will not be amended or modified. In exceptional cases or in unforeseen circumstances, this presumption may be rebutted provided the procedures outlined below are met. Among other factors, the original intent of the agreement will be considered.

Because every property is unique, no decision by the Board with respect to an amendment of a conservation agreement shall form a precedent with respect to any other request for an amendment. Although this amendment policy sets forth certain guidelines and procedures, nothing herein shall be deemed to impair the sole and absolute discretion of the Board of Trustees. An amendment is an extraordinary procedure and not available to a landowner as a matter of right. All amendments must comply with applicable federal, state and local laws.

- I. **Minor amendments** – These amendments, as described below, have been deemed to be small in scale or impact, and the Board has delegated consideration and approval to staff.
  - A. Amendments to language – Changes to the language of a conservation agreement that do not affect the spatial boundaries.
    1. *Technical amendments or corrections* – Adjustments that have no effect on the conservation values or correct a clerical error in the language may be approved at the staff



level.

2. *Other amendments* – All other amendments to language not covered under section I.A.1 must be taken to the NCLWF Board for consideration per the guidance in section II.

B. Amendments to boundary – Changes to the spatial boundary of an agreement.

1. *Amendments to accommodate public works projects* (i.e. roads, bridges, sewer and water lines or associated infrastructure) may be approved at staff level if the following conditions are met:
  - a. The amendment would affect less than 1 acre or 5% of the easement area, whichever is smaller.
  - b. The project would be perpendicular or minimal distance parallel to surface water if any riparian buffers are affected.
2. *Other boundary amendments* – All other amendments to the boundary not covered under section I.B.1 must be taken to the NCLWF Board for consideration per the guidance in section II.

II. **Major amendments** – All amendments not explicitly covered above will be considered by the Board and must be affirmed by a two-thirds vote in order to pass.

- A. Public works projects – Amendments to accommodate public works projects that are not covered above may be adopted by the NCLWF Board.
- B. Public Drinking Water Supply Reservoir – After the Record of Decision has been issued (final location has been permitted) an easement or portions of an easement may be amended by the NCLWF Board for development of a public drinking water supply reservoir.
- C. Other Circumstances – All proposals for amendment of easements for circumstances not covered above must meet the following criteria:
  1. Clearly serve the public interest and provide a public or community benefit
  2. Have a net beneficial effect on the relevant conservation values protected by the easement
  3. Not result in private benefit other than the benefit inherent to the conservation agreement
  4. Must be consistent with the conservation purpose(s) and intent of the easement
  5. Must be consistent with the documented intent of the donor(s), other grantors and any direct funding source
  6. Demonstrate that no practicable alternatives exist and that the impacts have been minimized

III. **Approved amendment requirements** – The following outlines the expectations for approved amendments:

- A. Compensation – The NCLWF must be made whole from any loss of monetary or conservation



value resulting from an amendment. In the case of an amendment required as the result of the State or a municipality's power to take private property for public use, the NCLWF may elect to be reimbursed, at minimum, the current fair market value, as determined by the State Property Office, or pro-rated amount of the investment at the time of the grant contract, whichever is greater. In other cases where the approval of the amendment is solely at the Board's discretion, the terms of compensation, whether monetary or by land swap, should be generously to the favor of the NCLWF and its conservation interests by a ratio of at least 3:1. Any exchange of land shall consist of land of equal or greater conservation value.

Funds reimbursed to NCLWF from an easement amendment will be returned to the appropriate program area.

- B. Other costs – All costs associated with the amendment, including survey, transaction, increased stewardship, and any fees charged by the State Property Office, will be paid by the party making the request.

IV. **Amendment request requirements** – The following outlines the required information for amendment requests:

- A. The name, address, and phone number of the property owner.
- B. The nature of the activity proposed to be conducted.
- C. The location of the activity.
- D. A map of sufficient detail to accurately delineate the boundaries of the land proposed to be impacted to carry out the activity, including the location and dimensions of any disturbance associated with the activity.
- E. An explanation of why this plan for the activity cannot be practically accomplished, reduced or reconfigured to better minimize disturbance to the easement, preserve aquatic life and habitat and protect water quality.
- F. Plans for any best management practices proposed to be used to control the impacts associated with the activity.

V. **Notifications** – For any major amendments, the following parties will be notified at least two weeks before a Board decision is scheduled:

- A. The original parties associated with the conservation agreement that is proposed to be amended.
- B. The general public and other interested parties.

Versions	Revisions
July 10, 2013	Original Effective Date
September 16, 2014	Revised and Adopted
March 9, 2015	Revised and Adopted
September 14, 2016	Revised and Adopted
May 21, 2019	Revised and Adopted



Nice Matters!

**Town of Emerald Isle**  
7500 Emerald Drive  
Emerald Isle, NC 28594

252-354-3424 voice  
252-354-5068 fax

[www.emeraldisle-nc.org](http://www.emeraldisle-nc.org)

**Mayor**  
Eddie Barber

**Mayor Pro-Tem**  
Floyd Messer, Jr.

**Board of Commissioners**  
Jim Normile  
Mark Taylor  
Steve Finch  
Jamie Vogel

**Town Manager**  
Matt Zapp

TO: North Carolina Land & Water Trustee Board  
FROM: Town of Emerald Isle  
DATE: April 17, 2023  
SUBJECT: Conservation Agreement Amendment Policy (STW-001)

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The Town of Emerald Isle owns and maintains a 42-acre tract of land known as Emerald Isle Woods at 9404 Coast Guard Road. The land was purchased in the early 2000's through a series of partnerships involving various state and local entities.

In 2002, the Town entered into a funding and preservation agreement with North Carolina Land & Water conservation program. Unfortunately, due to extreme extenuating circumstances, the Town of Emerald Isle has no available locations to construct a municipal fire station to serve the western end of the island.

Request:

The Town of Emerald Isle is requesting consideration to amend the existing conservation easement, allowing for a 3-acre carve out and replacement of protected land at Emerald Isle Woods. If approved, the town would construct a state-of-the-art Fire/EMS response station near the entrance of Emerald Isle Woods.

1. The request to amend the agreement serves the greater good and is in direct alignment with the public interest.
2. The net effect on the existing easement would be offset by the proposed purpose of 9-acres of land elsewhere, providing a benefit of 3:1. These lands would be placed into a permanent conservation agreement.
3. There would be no private party benefit from the amendment to the current conservation agreement in position at Emerald Isle Woods.
4. The proposed adjustment is consistent with the existing agreement. If fact, Emerald Isle is making an investment of \$850,000 in the Lands End community to improve stormwater purification. Currently, 272 million gallons of water is being pumped to Emerald Isle Woods. Once the Lands End dune infiltration system is operable, stormwater will be directed to a subsurface purification system. This solution provides a cleaner stormwater byproduct for Lands End and simultaneously reduces the amount of redirected water to Emerald Isle Woods.
5. The proposed reclassification of the 3-acres and development plans are consistent with NC PARTF partners, NC Coastal Federation guidelines, and will enhance the emergency response efforts of Fire, EMS, and Ocean rescue efforts for the entire population of Emerald Isle.
6. The Town of Emerald Isle established a committee of in 2021 entitled the Emergency Services Task Force (ESTF). The ESTF team consists of key department heads, Emerald Isle's Mayor and two appointed Commissioners. This group of professionals engaged the services the NC School of Government, local reality experts, fire service professionals and additional outside consultants. Despite 18-months of dedication, research, and application, no available land mass could be secured to construct the critical services Fire/EMS/Ocean rescue building.

Only one other tract of land was identified and offered for sale by private property owners. It was covered 50% by wetlands, elevation levels were too low, and the asking price was \$6 million.

Allowance to construct the critical services Fire/EMS/Ocean rescue building will continue to enhance the preservation of land upon Emerald Isle and best position emergency responders in a geographic location to save lives.

Following you will find additionally supporting details pertinent to this situation:

Emerald Isle is located in Carteret County and is part of the Crystal Coast which is located entirely on a barrier island known as Bogue Banks. We are 19 mi. east of Marine Corps Base Camp Lejeune, NC and 35 mi. SW of Marine Corps Base Cherry Point, NC. It is a relatively small city with a permanent population of just over 3,800 (US Census 2021) but has as many as 50,000 visitors inhabit the area throughout the course of a year. This area is directly on the Atlantic Ocean and we offer a great natural environment and many different recreational opportunities. Our town is separated from the mainland North Carolina by Bogue Sound and is accessible by bridges.

This is a tourist destination with many hotels and motels, and many homes and condominiums made of wood frame construction. Tourism is the major industry here and we have many outdoor recreational activities available; such as fishing, surfing, kayaking, paddle boarding, and playing on the beach. We hold 3 different annual events and/or festivals which draw 10-40,000 visitors each.

Emerald Isle serves as a barrier island to the North Carolina mainland which has been impacted by over 94 hurricanes since 1933. Over 11 billion dollars in damage and almost 1,000 fatalities have been recorded from events caused by hurricanes. We have been told and prepare to handle ourselves independently for an emergency for up to 10 days due to our limited access.

Fire and emergency medical services are provided from two locations, 2810 Emerald Drive and 7516 Emerald Drive. Our first due area 5.6 square miles approximately 13 miles long and ½ mile wide; this includes 12 miles of beach strand. We have many high-risk exposures with concerns and responsibilities for Critical Infrastructure which is listed in the section of this application set aside for those purposes. Please refer to that section for that information.

#### **CRITICAL INFRASTRUCTURE**

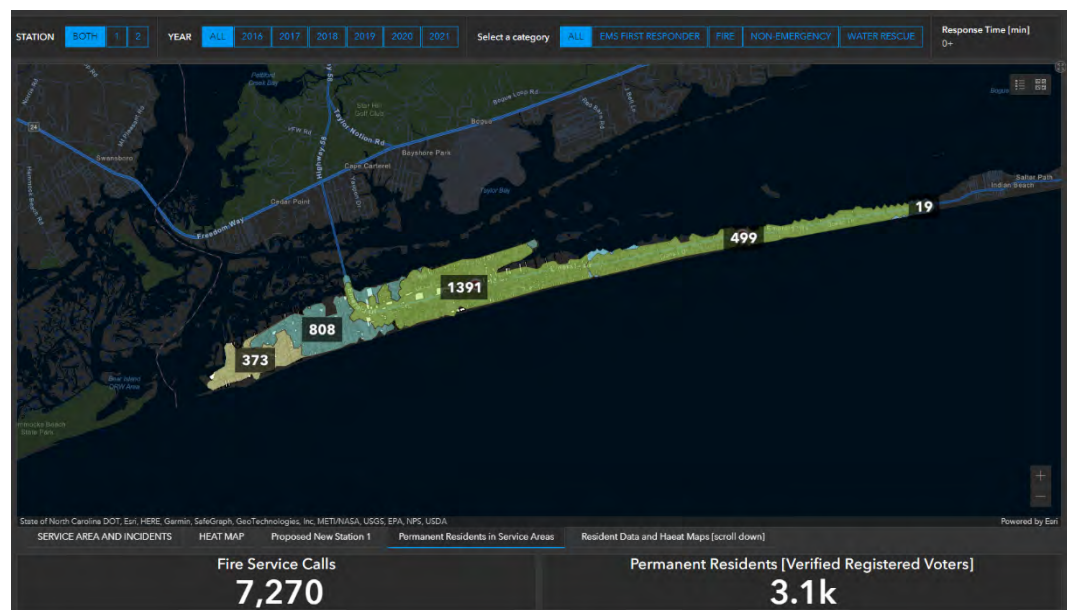
In terms of high risk or critical infrastructure we provide protection includes:

- 12 miles of Atlantic coastline and International Border
- (3) Hotels with 133 rooms/ (7) Condominiums with 925 rooms, many multi-storied
- (3) Water Towers (500,000 gal. each) and (6) Ground Storage Tanks (1- 1,000,000 gal, 2- 500,000 gal, 1- 400,000 gal, 1- 300,000 gal, 1- 100,000 gal.)
- (3) Public Safety Radio Antennas
- FCC Maritime/ FAA navigational antenna



- US Highway 58
- Marina/ (80) slips, (3) docks
- Bulk gas and diesel storage companies- 50,000 gallons
- United States Coast Guard Facility
- (7) Cellular communications switching stations
- Cameron B. Langston Bridge
- United States Marine Corp, Bogue Airfield

Our current emergency service plan for response to emergency events is based upon a response from center to outward from each station of the two stations. This model has been in place since 1988 when Station 1 (7516 Emerald Drive) was built for the protection of the citizens and revised in 1999 when Station 2 (2810 Emerald Drive) was opened due to an inspection by the Insurance Services Office (ISO) determined additional protection was required for the eastern end of Emerald Isle.



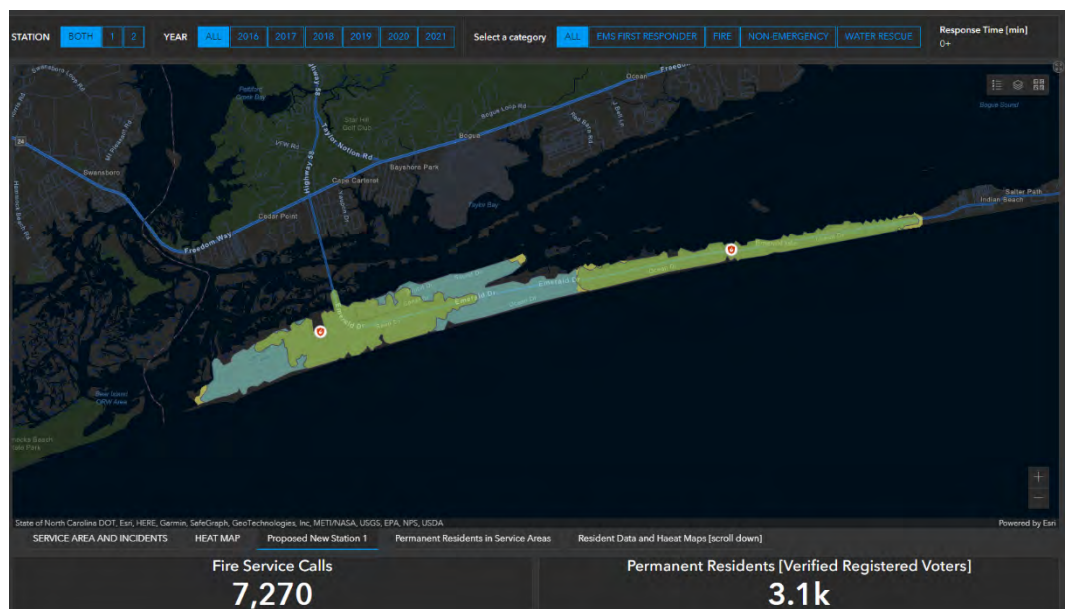
Above is our current response model with both stations shown (behind 1391 & 499 permeant population numbers), the green depicts a 0-4 minute response time based upon real-time data (speed limits, gated communities, etc.), a 4-8 minute response time is shown by blue, and the yellow represents 8- 12+ response time.

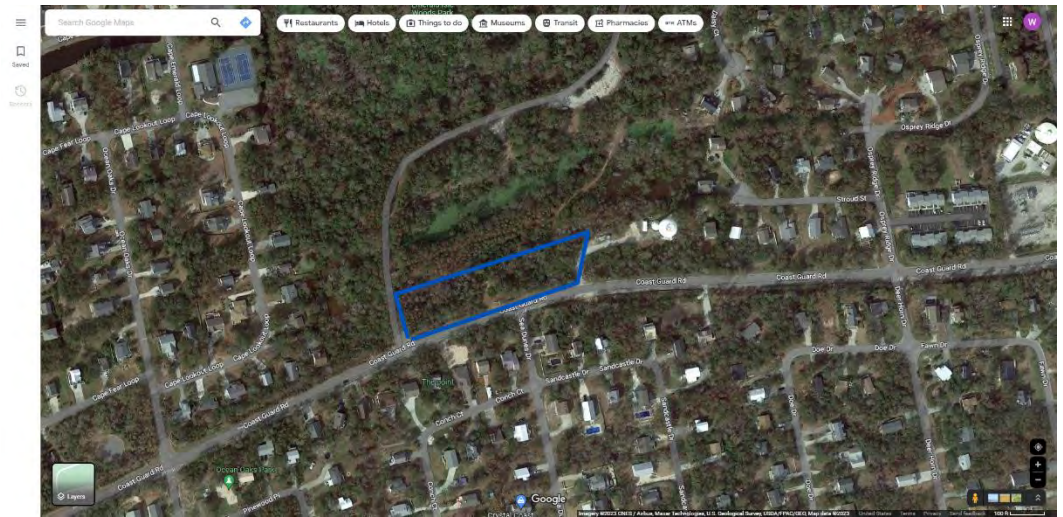
Permanent Residents - Heat Map [West]



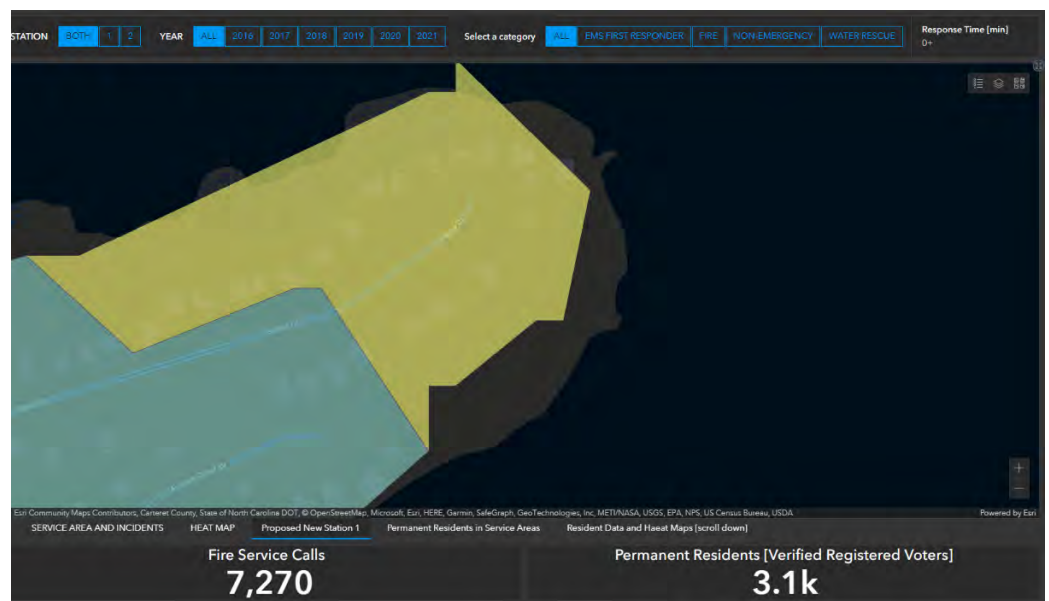
The heat map reveals a detriment to our current response plan, this coupled with a deployment analysis inspection from the North Carolina Office of State Fire Marshal, raises concern with adequate safety to the area. These developments along with traffic conditions have unfortunately increased the response time for emergency services. The current center-outward response model needs to be shifted to a outward-center model to equally distribute weight between both stations. In the surveying of the current area in the western end of Emerald Isle, it was determined there were 2 potential solutions for the outward-center emergency service response plan. Both locations selected during the survey allowed for an improved emergency service response plan and provided better protection to the community. An attempt to acquire 7 acres at the base of the bridge failed after the seller requested an exorbitant amount of fund.

The second location located at 9404 Coast Guard Road is what is known as Emerald Isle Woods. This is a 42-acre tract of land that was purchased in 2000 through a partnership involving various entities and this 42-acre tract of land entered into an easement in 2002 with North Carolina Land & Water.





The Town of Emerald Isle would like to request a 3-acre tract adjacent to Coast Guard Road for a potential emergency service facility that would assist in response to critical infrastructure and enhance the response time for the citizens and visitors of Emerald Isle. The graphic above shows the response time based on real time data, the green is a 0–4 minute response time, 4-8 minute response time in blue, and a 8-12+ response time in yellow.







Based on the outward- center emergency response plan, a small portion of yellow remains that includes less than 30 residential homes. This response model will be able to serve the Emerald Isle Community for the foreseeable future.

The majority of fire and emergency service agencies in the United States use the name fire department, today the fire and emergency services do much more than just extinguish fires. The fact of the matter is, fire suppression has become a small part of what the fire services does today; while critically important, it is not reflective of the role and responsibilities of what is occurring daily in most organizations.

Today's fire and emergency services have a much greater ability to analyze data toward the results the organization is trying to achieve, assist during emergency incidents, and help focus community efforts in reducing community risk. The robust use of data will likely change the very way we deploy our resources, the approach to community risk reduction, alter our dispatching processes, the data we collect, and the organization's overall operation. It will tell what is working and what is not, disprove many of our intuitive beliefs, and validate others.

Sustainability focuses on meeting the present's needs without compromising the ability of future generations to meet their needs. So, whether we are speaking to environmental, economic, or social issues, the sustainability factors associated with each are essential in respect to what the future may look like and how it may impact future generations. Environmental sustainability is equipping the stations today with **“green” elements** necessary to face the unique challenges faced in the near future. For many fire and emergency services, sustainability has become a critical issue due to several different factors. Focusing on sustainability the fire stations of the future will include a foundation revolving around energy. Natural lighting, solar photovoltaic arrays, energy saving water systems and LED lighting systems will be key factors in an emergency service facility that has sustainability at the core. Areas designed for storm water collection in responsible manners that collect, filter, and utilize the water for other activities will be an important element as well moving forward. Maintaining the natural aesthetics of the area the facility would have the ability to incorporate cyclist repair stations, pedestrian drinking station, and a trail head.

N.C. Dept of Administration  
Blane Rice  
1321 Mail Service Center  
Raleigh, NC 27699-1321

Melanie Arthur 11P  
Carteret County Register of Deeds  
PH Date 10/18/2002 Time 10:20:00  
GR 958309 Page 1 of 11

NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Notary Public(s) is/are  
certified to be correct. This instrument and this certifi-  
cate are duly registered at the date and time and in  
the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds  
By Melanie Arthur  
Asst. Deputy, Register of Deeds

**CONSERVATION EASEMENT**  
**FROM THE TOWN OF EMERALD ISLE**  
**TO THE**  
**STATE OF NORTH CAROLINA**  
**CLEAN WATER MANAGEMENT TRUST**  
**FUND**

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(11)

Raleigh, NC 27699-1321

Tax Parcel ID # 5383.09-07-9073

Grant No. 2000B-703

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

16-AL

**CONSERVATION EASEMENT**  
**Block 44, North, Emerald Isle (Cape Fear Property)**

THIS CONSERVATION EASEMENT ("Conservation Easement") is made on this 8<sup>th</sup> day of May, 2002, by and between the Town of Emerald Isle, a North Carolina municipal corporation, with an address at 7500 Emerald Drive, Emerald Isle, North Carolina ("Grantor") and the STATE OF NORTH CAROLINA, with its address c/o State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321 ("State" or "Grantee"), acting solely through the North Carolina Clean Water Management Trust Fund, with its address at 1651 Mail Service Center, Raleigh, NC 27699-1651 ("Fund").

**RECITALS & CONSERVATION PURPOSES**

A. Grantor is the sole owner in fee simple of the property being approximately 37.5 acres in Carteret County, State of North Carolina and being all of that certain tract as more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("Property"); and

B. The State of North Carolina will be the Grantee and holder of this Conservation easement; and,

C. Fund is authorized by Article 13A, Chapter 113 of the General Statutes of North Carolina ("N.C.G.S.") to finance projects and to acquire land and interests in land, including conservation easements for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; and

D. The Grantor has received a grant from the Fund for acquisition of the Property in consideration of which Grantor has agreed that it will be conserved and managed in a manner that will protect the quality of the waters of Bogue Sound and the Atlantic Ocean and otherwise promote the public purposes authorized by Article 13A, Chapter 113 of the N.C.G.S.; and,

E. The parties hereto recognize the conservation and water quality values of the Property in its present state as a riparian shoreline and intend that said conservation values of the Property be preserved and maintained.

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F. The characteristics of the Property, its current use and state of improvement are described in Exhibit A, which is the appropriate basis for monitoring compliance with the objectives of preserving the conservation and water quality values; the Exhibit A is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the present condition of the Property if there is a controversy over its use.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Grantor hereby unconditionally and irrevocably gives, grants and conveys forever and in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts, a Deed of Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Property, together with the right to preserve and protect the conservation values thereof as described in the Recitals herein.

The purposes of this Conservation Easement are to provide environmental protection for surface waters and to protect the wildlife and natural heritage values and it shall be so held, maintained, and used therefore. It is the further purpose of this Easement to prevent any use of the Property that will significantly impair or interfere with the preservation of said conservation values. Grantor intends that this easement will restrict use of the Property to such activities as are consistent with the purposes of conservation.

#### **ARTICLE I. DURATION OF EASEMENT**

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

#### **ARTICLE II. RIGHTS RESERVED TO GRANTOR**

Grantor reserves certain rights accruing from ownership of the Property, including the right to engage in or permit others to engage in uses of the Property that are not inconsistent with the purpose(s) of this Easement. All rights reserved by Grantors are reserved for Grantors, their representatives, successors, and assigns, and are considered to be consistent with the conservation purposes of this Conservation Easement. The following rights are expressly reserved:

A. To engage in recreational uses of the Property requiring minimal surface alteration of the land as indicated in Grantor's Public Park Plan, and any Grantee approved amendments thereto, said plans being on file with the Grantor's Clerk and on file with the Grantee's main office in Raleigh, North Carolina, so long as related alterations, construction, improvements, maintenance and uses pose no threat to conservation values; and

B. To allow public access to and use of the property for the purpose of a public park with associated recreational activities, including, without limitation, walking, fishing, non-motorized boating, animal/plant observations, conducting educational tours, scientific study, maintenance of the Property and any other purpose consistent with these excepted uses and maintaining the conservation value. To accomplish the above uses, the Grantor may construct paved or unpaved walking trails within the Easement Property. The Grantor may also establish a limited parking area near or adjacent to the access street running through the Property and have trail connections extending from said parking area. In construction of such trails and parking area the Grantor may also include a convenience facility, gazebo and maintenance shed. The total impervious surface area associated with all improvements including, but not limited to, the access road, walking trails, limited parking area(s), convenience facility, gazebo and maintenance shed shall not exceed 5% of the total area of the Easement Property. All future improvements shall be subject to the prior approval of the North Carolina Clean Water Management Trust Fund and to the terms set forth in that certain Memorandum of Understanding entered into between the Town of Emerald Isle and the North Carolina Clean Water Management Trust Fund dated April 29, 2002, incorporated herein by reference, and available for inspection in the offices of the Grantor & Grantee.

C. To improve and use the property for stormwater collection, retention and filtration as part of the Grantor's Stormwater Management Plan, and any Grantee approved amendments thereto, incorporated herein by reference and available for inspection in the offices of the Grantor and Grantee.

Notwithstanding the foregoing, Grantor and Grantee have no right to agree to any activity that would result in the termination of this Conservation Easement.

### ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. The Property shall be maintained in its natural, scenic, wooded and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Conservation Easement set forth above.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted.

A. Industrial and Commercial Use. Industrial and commercial activities and any right of passage for such purposes are prohibited on the Property.

B. Agricultural, Timber Harvesting, Grazing and Horticultural Use. Agricultural, timber harvesting, grazing, horticultural and animal husbandry operations are prohibited on the Property.



C. Disturbance of Natural Features, Plants and Animals. Except as allowed under Article II, there shall be no cutting or removal of trees, or the disturbance of other natural features except for the following: (1) as incidental to boundary marking, fencing, signage, construction and maintenance allowed hereunder; (2) selective cutting and prescribed burning or clearing of vegetation and the application of mutually approved pesticides for fire containment and protection, disease control, restoration of hydrology, wetlands enhancement and/or control of non-native plants; subject however, to the prior approval of Fund, and (3) fishing pursuant to applicable rules and regulations.

D. Construction of Buildings and Recreational Use. Except as allowed under Article II, there shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier landing, dock or any other temporary or permanent structure or facility on or above the Property except for the following: placing and display of no trespassing signs, local, state or federal traffic or similar informational signs, for sale or lease signs, fencing, signs identifying the conservation values of the Property, and/or signs identifying the Grantor as owner of the Property and State as holders of this Conservation Easement and as the source of funding for the acquisition of this Property, educational and interpretative signs, identification labels or any other similar temporary or permanent signs, reasonably satisfactory to the Fund

E. Mineral Use, Excavation, Dredging. Except as allowed under Article II, 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 except as necessary for the purpose of combating erosion or incidental to any conservation management activities otherwise permitted in this Conservation Easement.

F. Wetlands and Water Quality. Except as allowed under Article II, there shall be no pollution or alteration of water bodies and no activities that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion nor diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology or wetlands enhancement as permitted by state and any other appropriate authorities.

G. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Property is prohibited.

H. Conveyance and Subdivision. The Property may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of property.

#### ARTICLE IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Easement, Grantee is allowed to prevent any activity on or use of the Property that is inconsistent with the purposes

of this Easement and to require the restoration of such areas or features of the Property that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor 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 Property 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, including, without limitation, those set forth in the Grant Agreement under which this Conservation Easement was obtained.

B. Inspection. Grantee, its employees and agents and its successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor, Grantor's representatives, 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 for any injury or change in the Property 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. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, 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 by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this easement or

of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

#### ARTICLE V. DOCUMENTATION AND TITLE

A. Property Condition. The parties acknowledge that the Property is currently undeveloped land, with no improvements other than as described in Exhibit A and easements and rights of way of record.

B. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that there is legal access to the Property, that the Property is free and clear of any and all encumbrances, except easements of record, none of which would nullify, impair or limit in any way the terms or effect of this Conservation Easement; Grantor shall defend its title against the claims of all persons whomsoever, and Grantor covenants that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.

#### ARTICLE VI. MISCELLANEOUS

A. Subsequent Transfers. Grantor hereby covenants and agrees, that in the event it transfers or assigns the Property, the transferee of the Property will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated thereunder (the Internal Revenue Code'), which is organized or operated primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code. Grantor agrees for itself, its successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Property is conveyed.

B. Conservation Purpose.

(1) Grantee, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes.

(2) The parties hereto 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 organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, which is organized or operated

primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code, and 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 to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance, set forth in the Recitals herein.

(3) : Unless otherwise specifically set forth in this Conservation Easement, nothing herein shall convey to or establish for the public a right of access over the Property.

C. Construction of Terms. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. 121-34 et. seq. 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.

D. Recording. State shall record this instrument and any amendment hereto in timely fashion in the official records of Carteret County, North Carolina, and may re-record it at any time as may be required to preserve its rights.

E. Notices. All notices, requests or other communications permitted or required by this Agreement shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other. All such items shall be deemed given or made three (3) days after being placed in the United States mail as herein provided. In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within ninety (90) days after receipt of notice, a written notice of approval and the reason therefore has been mailed to the party requesting consent.

F. Amendments. Grantor and Grantee are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendment(s) require the written consent of both Grantor and Grantee and shall be effective upon recording in the public records of Carteret County, North Carolina.

G. Environmental Condition of Property. The Grantor warrants, represents and covenants to the Grantee that to the best of its knowledge after appropriate inquiry and investigation that: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, and that there is no environmental condition existing on the Property that may prohibit or impede use of the

Property for the purposes set forth in the Recitals and the Grantor will not allow such uses or conditions.

H. Entire Agreement. 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 this 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. The party(ies) hereto intend this document to be an instrument executed under seal. If any party is an individual, partnership or limited liability company, such party hereby adopts the word "SEAL" following his/her signature and the name of the partnership or limited liability company as his/her/its legal seal. The Recitals set forth above and the Exhibits attached hereto are incorporated herein by reference.

I. Indemnity. The Grantors agree to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the State from and against all claims, actions, liabilities, damages, fines, penalties, costs and expenses suffered as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation or of the use or presence of any hazardous substance, waste or other regulated material in, on or under the property.

J. Interpretation. This Conservation Easement shall be construed and interpreted under the laws of the State of North Carolina, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein.

K. Parties. Every provision of this Conservation easement that applies to the Grantors or to the Grantee shall likewise apply to their respective heirs, executors, administrators, assigns, and grantees, and all other successors in interest herein.

L. Merger. The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

M. Subsequent Liens. No provisions of this Conservation Easement shall be construed as impairing the ability of Grantors to use this Property for collateral for borrowing purposes, provided that any mortgage or lien arising therefrom shall be subordinated to this Easement.

TO HAVE AND TO HOLD unto THE STATE OF NORTH CAROLINA, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor, by authority duly given, has hereunto caused these presents to be executed by its officers and its seal affixed, to be effective the day and year first above written.

GRANTOR:

TOWN OF EMERALD ISLE

By: Frank Rush  
Frank Rush, Town Manager

[SEAL]

ATTEST:

Carolyn K. Custy, CMC  
Carolyn Custy, Town Clerk

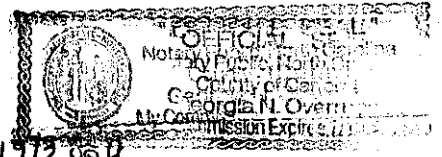
STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, Georgia N. Overman, Notary Public, do hereby certify that Carolyn Custy personally came before me this day and acknowledged that she is Town Clerk of Emerald Isle, a North Carolina municipal corporation, and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Town Manager, sealed with its seal, and attested by herself as its Town Clerk.

Witness my hand and notarial seal, this the 27<sup>th</sup> day of June, 2002.

Georgia N. Overman  
Notary Public

My commission expires: 7/1/03



STATE OF NORTH CAROLINA  
CARTERET COUNTY

The foregoing certificate of \_\_\_\_\_, Notary Public, is certified to be correct.

This \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Register of Deeds

This instrument prepared by ~~and should be returned to:~~ Taylor & Taylor  
Return to Blane Rice, State Property Office, 1321 Mail Service Center, Raleigh, NC  
SINGLE CONSERVATION EASEMENT TEMPLATE 2 06/25/02 10:28 AM

BOOK 958 PAGE 309

EXHIBIT A

NORTH CAROLINA

CARTERET COUNTY

EMERALD ISLE TOWNSHIP

Beginning at a point marked by an iron pipe in the northern right-of-way margin of Coast Guard Road said point being the following courses and distances from a P. K. Nail located at the intersection of the centerline of Ocean Oaks Drive and the centerline of the northernmost leg of Cape Fear Loop Road, S 04° 26' 40" E, 1,004.31 feet, N 65° 52' 47" E, 599.30 feet; thence from this point and place of beginning for a first call of N 05° 30' 00" W, 1,393.70 feet to an existing iron pipe in the highwater mark of Bogue Sound and thence along and with the various courses of the highwater mark of Bogue Sound to a point in the highwater mark of Bogue Sound which is N 66° 17' 42" E, 1,158.15 feet from the terminus of the immediately preceding call; thence S 05° 30' 00" E, 131.32 feet to an iron pipe; thence continuing S 05° 30' 00" E, 1,545.65 feet to a point in the northern right-of-way margin of Coast Guard Road; thence with the northern right-of-way margin of that road N 86° 28' 00" W, 184.68 feet to a point in a curve; thence along the curve to the left having a radius of 1,425.19 feet and chord bearing and distance of S 82° 20' 00" W, 553.64 feet to a point; thence continuing with the northern right-of-way margin of Coast Guard Road S 71° 08' 00" W, 374.69 feet to the point and place of beginning. This parcel is all of that property identified as "Block 44 North", containing 37.554 acres by coordinate computation, and as depicted upon that survey for the Town of Emerald Isle dated March 15, 2002, created by Prestige Land Surveying, P.A. of Cape Carteret-Swansboro, North Carolina which is recorded in Map Book 30, page 120, Carteret County Registry and which is referenced herein for a more particular description.

This property is an unimproved tract of raw land bordered on the North by the waters of Bogue Sound, on the South by Coast Guard Road, and on the East and West by significant residential development. The land is covered primarily by natural wetlands, maritime forests, and many types of native vegetation. There is a single, unpaved access road running across the property from Coast Guard Road to a point near the shoreline of Bogue Sound. The topography is varied, ranging from significant sand dunes with sparse vegetation to low lying areas with often dense vegetation. The contour of the land and the permeability of the soils make the property well suited for stormwater collection, retention and natural filtration.

SINGLE CONSERVATION EASEMENT TEMPLATE 2 06/25/02 10:28 AM

BOOK 958 PAGE 309<sup>10</sup>

16-RAB

At. Taylor

Melanie Arthur 19P  
CARTERET COUNTY  
JL Date 02/03/2004 Time 16:22:00  
GR 1038307 Page 1 of 19

FILED

FEB 28 2005

SECRETARY OF STATE

NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Notary Public(s) is/are  
certified to be correct. This instrument and this certifi-  
cate are duly registered, at the date and time and in  
the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds

By

*Paula Lewis*  
Asst. Deputy, Register of Deeds

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

Parcel #s: 538309051894000 (Ocean Oaks)  
538309052868000 (Ocean Oaks)  
538310255659000 (Deer Home)  
537314432456000 (West End)

**CONSERVATION EASEMENT**  
**Emerald Isle, North Carolina**

THIS CONSERVATION EASEMENT ("Conservation Easement") is made on this 3rd day of February, 2004, by and between the Town of Emerald Isle, a North Carolina municipal corporation, with an address at 7500 Emerald Drive, Emerald Isle, North Carolina 28594-9320 ("Grantor" or "TOWN") and the STATE OF NORTH CAROLINA, with its address c/o State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321 ("State" or "Grantee"), acting solely through the North Carolina Clean Water Management Trust Fund, with its address at 1651 Mail Service Center, Raleigh, NC 27699-1651 ("Fund").

**RECITALS & CONSERVATION PURPOSES**

A. Grantor is the sole owner in fee simple of four parcels of unimproved land containing approximately 4.18 acres in the aggregate, located in the Town of Emerald Isle, Carteret County, North Carolina and being all of those certain tracts as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein ("Property").

B. The State of North Carolina will be the Grantee and Holder of this Conservation Easement.



C. Grantor has agreed to set aside some of its rights to use and develop the Property for the purpose of creating a Conservation Easement to preserve, enhance, restore, and maintain the natural features and resources of the Property, to provide habitat for native plants and animals, to improve and maintain water quality, and to control storm water and sediment runoff (hereinafter the “**Conservation Values**”).

D. Grantor and Grantee recognize that the Property is comprised of dry land and wetlands which are a part of the natural systems that filter storm water runoff ultimately flowing to the protected waters of Bogue Sound and the Atlantic Ocean, and is further deemed by the State to qualify as land that addresses the cleanup and prevention of pollution of the State’s surface waters. Moreover, Grantor and Grantee recognize that the Property has other Conservation Values including fish and wildlife conservation, open space and scenic values.

E. The Clean Water Management Trust Fund (“**Fund**”) is an agency of the State of North Carolina and is authorized by Article 13A, Chapter 113 of the North Carolina General Statutes to finance projects and to acquire land and interests in land, including conservation easements for riparian buffers for the purpose of providing environmental protection for surface waters and urban drinking water supplies.

F. CWMTF previously provided a grant (#2000B-703; Emerald Isle) to the Town for the acquisition of a certain 43 acre tract of land located between the waters of Bogue Sound and Coast Guard Road in Emerald Isle, North Carolina, said tract being more particularly described in Exhibit C attached hereto and incorporated herein by reference (“Emerald Isle Woods”).

G. The Town granted to the State of North Carolina, through CWMTF, a Conservation Easement on Emerald Isle Woods (recorded in Book 958, Page 309, Carteret County, North Carolina Registry).

H. The State of North Carolina has agreed to release from the current Emerald Isle Woods conservation easement, a 1.1 acre, non-waterfront portion of the total 43 acre tract, said portion being described in Exhibit D attached hereto and incorporated by reference. This release is in return for the Town placing the Property described in Exhibit A under this new Conservation Agreement.

I. Grantor has agreed that the Property will be conserved and managed in a manner that will protect the quality of waters of Bogue Sound and the Atlantic Ocean, and otherwise promote the public purposes authorized by Article 13A, Chapter 113 of the N.C.G.S.

J. Grantor, State and Fund (collectively referred to herein as the “**Parties**”) intend that the conservation and water quality values of the Property in its present state will be preserved and maintained according to those purposes set forth herein.

K. The Parties acknowledge that the characteristics of the Property, its current use and state of improvement are described in **Exhibit B**, which is the appropriate basis for monitoring compliance with the objectives of preserving the conservation and water quality values. The Exhibit B is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the present condition of the Property if there is a controversy over its use.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Grantor hereby unconditionally and irrevocably gives, grants and conveys forever and in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts, a Deed of Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Property, together with the right to preserve and protect the conservation values thereof as described in the Recitals herein.

The purposes of this Conservation Easement are to provide environmental protection for surface waters and to protect the wildlife and natural heritage values and it shall be so held, maintained, and used therefore. It is the further purpose of this Conservation Easement to prevent any use of the Property that will significantly impair or interfere with the preservation of said conservation values. Grantor intends that this Conservation Easement will restrict use of the Property to such activities as are consistent with the purposes of conservation.

## ARTICLE I. DURATION OF THIS CONSERVATION EASEMENT

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

## ARTICLE II. RIGHTS RESERVED TO GRANTOR

Grantor reserves certain rights accruing from ownership of the Property, including the right to engage in or permit others to engage in uses of the Property that are not inconsistent with the purpose(s) of this Conservation Easement. All rights reserved by Grantors are reserved for Grantors, their representatives, successors, and assigns, and are considered to be consistent with the conservation purposes of this Conservation Easement. The following rights are expressly reserved:

### A. Ocean Oaks Subdivision, Parcels 1 & 2

1. Prior Easements. The two Ocean Oaks subdivision parcels have a below ground potable water well and above ground water pump station located upon them. Grantor intends that this well site will remain on the site as a source of water to the residents of Emerald Isle supplied by Bogue Banks Water Company, its successors and/or assigns. An easement on, over, under and across this property has been granted to Bogue Banks Water Company "to use that certain deep well and the aquifer thereunder, known as Bogue Banks Water Well Number 5 ... as a source to draw potable water for (the water company's) water system" and to "maintain, repair, operate, rebuild, and reinstall the well and appurtenant water lines and to install, maintain, and repair pumps, generators and other equipment necessary to pump potable water into (the water company's) water system." The easement also grants the water company "vehicle and pedestrian access over the (two lots) for the purposes of ingress, egress, and regress to Well Number 5 and its appurtenances." These easements and uses will continue, even if such are contrary to other language contained herein.

2. Restrictive Covenants. The two Ocean Oaks parcels are part of a subdivision that is subject to certain restrictive covenants dated June 21, 1984, and recorded in Book 500, Page 203, in the office of the Register of Deeds of Carteret County, North Carolina.

3. Playground. The two Ocean Oaks parcels have a municipal playground and picnic area located upon them and the Grantor intends to continue such use after placing this property under this Conservation Agreement.

4. Passive Recreational Use. Grantor reserves the right to engage and to permit others to engage in passive recreational uses of the parcels, requiring no significant surface alteration of the land which is not otherwise provided for herein, so long as related alterations, construction, improvements, maintenance, activities and uses pose no threat to the conservation values of the Property.

5. Public Use and Access. Grantor reserves the right to allow public access and use of these two parcels for the purpose of an expanded public park facility with associated recreational activities, including picnicking and any other purposes consistent with these accepted uses and maintaining conservation values. To accomplish the above uses, the Grantor may construct a parking area, landscape screening, and utility improvements if the Grantor decides that such improvements are called for.

6. Mowing and Landscaping Superintendents. Grantor reserves the right to maintain the existing lawn and landscaping design of these two parcels as long as proper management practices are implemented in order to preserve and protect the water quality of Bogue Sound and the Atlantic Ocean. Grantor reserves the right to perform all activities necessary to limit erosion, reduce runoff, filtrate sediment, and reduce mowing while minimizing risk to these parcels and the environment. Areas subject to periodic mowing or clearing for purposes of maintenance, inspection or repair of all improvements shall be maintained at the minimum level consistent with applicable regulatory requirements.

7. Storm Water Management. Grantor reserves the right to improve and use the two Ocean Oaks parcels for storm water collection, retention and filtration as part of the Grantor's storm water management plans and programs as they may be formulated from time to time.

B. Deer Horn Dunes Subdivision – Parcel 3.

1. Restrictive Covenants. The Deer Horn Dunes parcel is part of a subdivision that is subject to certain restrictive covenants dated August 5, 1977, and recorded in Book 401, Page 468, in the office of the Register of Deeds of Carteret County, North Carolina.

2. Passive Recreational Use. Grantor reserves the right to engage and to permit others to engage in passive recreational uses of the parcels, requiring no significant surface alteration of the land which is not otherwise provided for herein, so long as related alterations, construction,

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improvements, maintenance, activities and uses pose no threat to the conservation values of the Property.

3. Public Use and Access. Grantor reserves the right to allow public access and use of this parcels for the purpose of a public park with associated recreational activities, including, without limitation, animal/plant observation, picnicking, playground and any other purposes consistent with accepted uses that maintain conservation values. To accomplish the above uses, the Grantor may construct a parking area, landscape screening, and utility improvements if the Grantor decides that such improvements are called for.

4. Mowing and Landscaping Superintendents. Grantor reserves the right to maintain the existing lawn and landscaping design of this parcel as long as proper management practices are implemented in order to preserve and protect the water quality of Bogue Sound and the Atlantic Ocean. Grantor reserves the right to perform all activities necessary to limit erosion, reduce runoff, filtrate sediment, and reduce mowing while minimizing risk to this parcel and the environment. Areas subject to periodic mowing or clearing for purposes of maintenance, inspection or repair of all improvements shall be maintained at the minimum level consistent with applicable regulatory requirements.

5. Storm Water Management. Grantor reserves the right to clear some portion of, improve and use this parcel for storm water collection, retention and filtration as part of the Grantor's storm water management plans and programs as they may be formulated from time to time. Such storm water programs may include, without limitation, creation of storm water ponds and new wetlands, construction and location of pumps, construction of upland forebays, ditching, piping, and other similar uses.

C. West End Subdivision – Parcel 4.

1. Passive Recreational Use. Grantor reserves the right to engage and to permit others to engage in passive recreational uses of this parcel, requiring no significant surface alteration of the land which is not otherwise provided for herein. Any related alterations, construction, improvements, maintenance, activities and uses shall pose no threat to the conservation values of the parcel.

2. Public Use and Access. Grantor reserves the right to allow public access and use of this parcel for the purpose of a public park with associated recreational activities, including, without limitation, conducting educational tours, scientific study, animal/plant observation, walking, biking, fishing, picnicking and any other purposes consistent with these accepted uses and maintaining conservation values. To accomplish the above uses, the Grantor may construct a greenway trail, an observation/viewing platform, a pedestrian footbridge crossing, access road and parking area, landscape screening, and utility improvements if the Grantor decides that such improvements are called for.

3. Improvements. Grantor reserves the right to make the following improvements upon this parcel if it deems such improvements to be prudent for use of the parcel as a public park.

- a. Greenway Trails. Construct and maintain a paved or unpaved greenway on the Property. The greenway trail must be located at a minimum distance of fifteen (15) feet from the top of the bank of any wetlands, unless such locations are physically impracticable. In the construction of the greenway, and when required by the terrain, boardwalks, ramps, handrails, and steps are to be used and permitted. The Grantor may also construct and maintain park benches, litter receptacles, and trail/feature signs along the greenway trails.
  - b. Observation/Viewing Platform. Grantor reserves the right to construct, maintain, and repair one (1) observation/viewing platform with optional bench seating, handrails, connecting steps, and ramp as required by the terrain to be located on the bank of the wetlands provided said platform is connected to the greenway permitted herein.
  - c. Pedestrian Foot Bridge. Grantor reserves the right to construct, maintain, and repair one Pedestrian Foot Bridge to be constructed five (5) to ten (10) feet in width in compliance with the American Association of State Highway and Transportation Officials ("AAASHTO") across wetlands, provided said bridge is connected to the greenway trail permitted herein.
4. Mowing and Landscaping Superintendents. Grantor reserves the right to maintain the existing landscaping design, if any, of this parcel as long as proper management practices are implemented in order to preserve and protect the water quality of Bogue Sound and the Atlantic Ocean. Grantor reserves the right to perform all activities necessary to limit erosion, reduce runoff, filtrate sediment, and reduce mowing while minimizing risk to the parcel and the environment. Areas subject to periodic mowing or clearing for purposes of maintenance, inspection or repair of all improvements shall be maintained at the minimum level consistent with applicable regulatory requirements. Outside of such areas, the Grantor shall take steps as appropriate to encourage and promote natural forest and vegetative succession. In order to accomplish these actions, Grantor agrees to implement Best Management Practices, as provided by the Land Quality Section, Division of Land Resources, North Carolina Department of Environment and Natural Resource.
  5. Habitat Areas. Grantor reserves the right to maintain this parcel for the purpose of providing habitat diversity for wildlife species. This maintenance may include the planting of various grasses, forbs, and herbaceous vegetation and/or mowing and the use of selective chemicals to impede succession to woody vegetation.
  6. Natural Community Restoration. Grantor reserves the right to perform all activities necessary to restore the natural plant and animal communities on the parcel.
  7. Storm Water Management. Grantor reserves the right to improve and use this parcel for storm water collection, retention and filtration as part of the Grantor's storm water management plans and programs as they may be formulated from time to time. Such storm

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water programs may include, without limitation, creation of storm water ponds and new wetlands, construction and location of pumps, construction of upland forebays, ditching, piping, and other similar uses.

#### D. Applicable To All Parcels

1. Encroachment for Existing and New Utilities. The Parties acknowledge that the Grantor may in the future be required to construct, maintain and repair new and existing utility improvements within the Property subject to this Conservation Easement. The Grantor agrees that such construction area may be conducted and minimized. All such improvements and uses shall minimize adverse impacts upon the Conservation Values of the Property and shall otherwise be subject to all regulatory requirements and approvals.

2. Parking. Grantor reserves the right to construct a parking areas located in a manner that does not materially diminish the wooded, open space character, and scenic and natural qualities of the Property as compared to those conditions existing on the date of this Conservation Easement. The parking area shall be for the use by the Parties' representatives and by visitors who come to the Property for passive recreational or management purposes

3. Maintenance & Improvements. Except as otherwise provided herein, the Grantor shall have the right and duty to maintain the Property in a clean, natural and undisturbed state and shall remain the fee owner of the Property for purposes of applicable land use regulations, and other applicable laws and ordinances. The total impervious surface areas associated with all aforesaid improvements, excluding any current improvements already upon the Ocean Oaks parcels, shall not exceed ten percent (10%) of the total area of the Property. The Parties have no right to agree to any activity that would result in the termination of this Conservation Easement.

### ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. The Property shall be maintained in its natural, scenic, wooded and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Conservation Easement set forth above.

Except for those rights specifically reserved to Grantor in Article II, and without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted.

A. Industrial and Commercial Use. Industrial and commercial activities and any right of passage for such purposes are prohibited on the Property.

B. Agricultural, Timber Harvesting, Grazing and Horticultural Use. Agricultural, timber harvesting, grazing, horticultural and animal husbandry operations are prohibited on the Property.

3007-1038-0000-207

C. Disturbance of Natural Features, Plants and Animals. Except as allowed under Article II, there shall be no cutting or removal of trees, or the disturbance of other natural features except for the following: (1) as incidental to boundary marking, fencing, signage, construction and maintenance of nature trails and public access allowed hereunder; (2) selective cutting and prescribed burning or clearing of vegetation and the application of mutually approved pesticides for fire containment and protection, disease control, restoration of hydrology, wetlands enhancement and/or control of non-native plants; subject however, to the prior approval of Fund; and (3) animal control to the extent necessary to keep the animal population within numbers consistent with the ecological balance of the area and as pursuant to federal, state and local rules and regulations; and (4) fishing pursuant to applicable federal, state and local rules and regulations.

D. Construction of Buildings and Recreational Use. Except as allowed under Article II, there shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier landing, dock or any other temporary or permanent structure or facility on or above the Property except for the following: placing and display of no trespassing signs, local, state or federal traffic or similar informational signs, for sale or lease signs, fencing, signs identifying the conservation values of the Property, and/or signs identifying the Grantor as fee simple owner of the Property, and State as holders of this Conservation Easement and the Fund as a source of funding for the acquisition of the Property, educational and interpretative signs, identification labels or any other similar temporary or permanent signs, reasonably satisfactory to the Fund.

E. Mineral Use, Excavation, Dredging. Except as allowed under Article II, 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 except as necessary for the purpose of combating erosion, controlling storm water runoff, or incidental to any conservation management activities otherwise permitted in this Conservation Easement.

F. Wetlands and Water Quality. Except as allowed under Article II, there shall be no pollution or alteration of water bodies and no activities that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion nor diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology or wetlands enhancement as permitted by state and any other appropriate authorities

G. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Property is prohibited.

H. Conveyance and Subdivision. The Property may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of the Property.

#### ARTICLE IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor 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 Property 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, including, without limitation, those set forth in the Grant Agreement under which this Conservation Easement was obtained.

B. Right of Entry and Inspection. Grantee, its employees and agents and its successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor, Grantor's representatives, or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Changed Conditions. The grant or donation of this Conservation Easement gives rise to a property right immediately vested in Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole. That proportionate value of Grantee's property rights shall remain constant. If a change in conditions occurs, which makes impossible or impractical any continued protection of the Property for conservation purposes, the restrictions contained herein may only be extinguished by judicial proceeding.

D. Condemnation. Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor shall immediately give notice to Grantee, State and the Fund, and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking, which any proceeds recovered in such actions shall be divided in accordance with the proportionate value of Grantor's and Grantee's interests as specified herein; all expenses including attorneys' fees incurred by Grantor and Grantee in such action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority. The Grantee, its successors and assigns, shall be entitled



to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the proportionate value that Grantees', its successors' and assigns' interest in the Property bears to the value of the Property as a whole as of the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Area, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. . Grantee, its successors and assigns, shall use its share of the proceeds of sale in a manner consistent with the conservation purposes set forth herein.

E. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Property 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.

F. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, 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.

G. No Waiver. Enforcement of this Conservation Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

## ARTICLE V. DOCUMENTATION AND TITLE

A. Property Condition. The parties acknowledge that the Property is currently undeveloped land, with no improvements other than as described in Exhibit B and easements and rights of way of record.

B. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that there is legal access to the Property, that the Property is free and clear of any and all encumbrances, except easements of record, none of which would nullify, impair or limit in any way the terms or effect of this Conservation Easement; Grantor shall defend its title against the claims of all persons whomsoever, and Grantor covenants that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.

## ARTICLE VI. MISCELLANEOUS

A. Subsequent Transfers of the Fee Simple Estate. Grantor agrees for itself, its successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Property is conveyed. Furthermore, Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof, to continue to provide the right of entry over and across the Property for the purposes of monitoring and observation.

B. Conservation Purpose and Subsequent Transfer of the Conservation Easement.

1. Grantee, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes.

2. The parties hereto 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 organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, which is organized or operated primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code, and 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 to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance, set forth in the Recitals herein.

3. The Parties recognize and agree that the Property is open for public entry and use, and shall be open to entry and use equally by all persons, regardless of race, color, creed, national origin, or residence, subject to reasonable published and posted rules governing use of the Property by the Grantor, as approved by the Fund, and consistent with the conservation purposes provided by this Conservation Easement.

C. Construction of Terms. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. 121-34 et. seq. 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.

D. Recording. State shall record this instrument and any amendment hereto in timely fashion in the official records of Carteret County, North Carolina, and may re-record it at any time as may be required to preserve its rights.

E. Notices. All notices, requests or other communications permitted or required by this Agreement shall be sent by registered or certified mail, return receipt requested, addressed to the

parties as set forth above, or to such other addresses such party may establish in writing to the other. All such items shall be deemed given or made three (3) days after being placed in the United States mail as herein provided. In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within ninety (90) days after receipt of notice, a written notice of approval and the reason therefore has been mailed to the party requesting consent.

F. Amendments. Grantor and Grantee are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendment(s) require the written consent of both Grantor and Grantee and shall be effective upon recording in the public records of Carteret County, North Carolina.

G. Environmental Condition of Property. The Grantor warrants, represents and covenants to the Grantee that to the best of its knowledge after appropriate inquiry and investigation that: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, and that there is no environmental condition existing on the Property that may prohibit or impede use of the Property for the purposes set forth in the Recitals and the Grantor will not allow such uses or conditions.

H. Entire Agreement. 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 this 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. The party (ies) hereto intends this document to be an instrument executed under seal. If any party is an individual, partnership or limited liability company, such party hereby adopts the word "SEAL" following his/her signature and the name of the partnership or limited liability company as his/her/its legal seal. The Recitals set forth above and the Exhibits attached hereto are incorporated herein by reference.

I. Indemnity. The Grantors agree to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the State from and against all claims, actions, liabilities, damages, fines, penalties, costs and expenses suffered as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation or of the use or presence of any hazardous substance, waste or other regulated material in, on or under the Property.

J. Interpretation. This Conservation Easement shall be construed and interpreted under the laws of the State of North Carolina, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein.

K. Parties. Every provision of this Conservation Easement that applies to the Grantors or to the Grantee shall likewise apply to their respective representatives, successors, assigns, and grantees, and all other successors in interest herein.

L. Merger. The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property or any portion thereof.

M. Subsequent Liens. No provisions of this Conservation Easement shall be construed as impairing the ability of Grantors to use the Property for collateral for borrowing purposes, provided that any mortgage or lien arising therefrom shall be subordinated to this Conservation Easement.

TO HAVE AND TO HOLD unto THE STATE OF NORTH CAROLINA, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, Grantor, by authority duly given, has hereunto caused these presents to be executed by its officers and its seal affixed, to be effective the day and year first above written.

GRANTOR: TOWN OF EMERALD ISLE

[TOWN SEAL]

By: Frank Rush 2/3/04  
Frank Rush – Town Manager



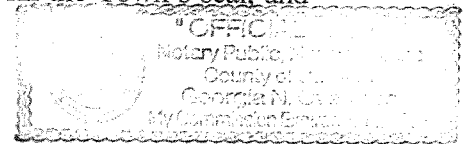
ATTEST:

By: Rhonda Ferebee  
Rhonda Ferebee – Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, Georgia M. Overman, Notary Public of Carteret County do hereby certify that Rhonda Ferebee, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Emerald Isle, and that by authority duly given and as the act of the Town of Emerald Isle, the foregoing instrument was signed in its name by its town Manager sealed with the Town's seal, and attested by herself as the Town Clerk.

Witness my hand and notarial seal, this 3<sup>RD</sup> day February, 2004.



My commission expires 7/19/2004 Notary Public: Georgia M. Overman

This instrument prepared for Clean Water Management Trust Fund. (Attn: Lana Armstrong) by Taylor & Taylor. The original recorded document should be returned to Taylor & Taylor, P M. Drawer 3627, Morehead City, NC 28557.

## **EXHIBIT A**

### **The "Property"**

#### **Tract I** (Water Company Property, Ocean Oaks Subdivision – Parcels 1&2)

In the State of North Carolina, Carteret County, Emerald Isle, being all of Lot Number Twenty-eight (28) and Twenty-nine (29), Section "E," as shown and designated on a map entitled "Ocean Oaks," being the southern portion of Block Number Forty-Five (45), prepared by J. P. McLean, R.L.S., dated April 4, 1984, revised June 12, 1984, and recorded in Map Book 21, at Page 36, in the office of the Register of Deeds of Carteret County, North Carolina and to which plat reference is made for a more particular description. Together with the right of ingress, egress, and regress as provided by that deed recorded in Book 1038, Page 45, Carteret County Registry.

#### **Tract II** (Fulcher Property, Deer Horn Dunes Subdivision- Parcel 3)

In the State of North Carolina, Carteret County, Emerald Isle, being all of Lot Number Twelve (12), Section "C", as shown and designated on a map entitled "Deer Horn Dunes, Emerald Isle, N. C.", prepared by McLean-Johnson Engineers, Cape Carteret, North Carolina, dated July 20, 1977, and recorded in Map Book 14, Page 93, in the office of the Register of Deeds of Carteret County, North Carolina.

#### **Tract III** (Cook Property, West End Subdivision – Parcel 4)

In the State of North Carolina, County of Carteret, Town of Emerald Isle, White Oak Township, commencing at a monument (NCGS "Westport" GPS coordinates N=101227.424 meters, E=784790.552 meters, scale factor 0.9999278) thence South 33 degrees 15 minutes 03 seconds East for a distance of 1790.625 feet to a point which is the centerline intersection of Coast Guard Road and Wyndward Court; thence South 85 degrees 57 minutes 44 seconds East for a distance of 53.89 feet to a point on the southern right-of-way margin of Coast Guard Road, said point being the POINT AND PLACE OF BEGINNING; thence for a first call along the southern right-of-way of Coast Guard Road and along a curve to the right having a radius of 2010.09 feet and an arc length of 216.47 feet, being subtended by a chord of North 63 degrees 24 minutes 07 seconds East for a distance of 216.36 feet to a point; thence with the southern right-of-way of Coast Guard Road, North 66 degrees 29 minutes 13 seconds East for a distance of 149.94 feet to an iron stake, the northwest corner of lot 105 of the Wyndtree II Subdivision as shown on that map recorded in Map Book 25, page 19, Carteret County Registry; thence leaving the southern right-of-way of Coast Guard Road and running with the western property line of lot 105, South 12 degrees 23 minutes 24 seconds East for a distance of 84.88 feet to an iron stake; thence continuing with the property line of lot 105, South 73 degrees 38 minutes 44 seconds East for a distance of 26.67 feet to an iron stake; thence South 15 degrees 34 minutes 16 seconds East for a distance of 29.88 feet to an iron stake; thence South 70 degrees 14 minutes 55 seconds East for a distance of 36.33 feet to an iron stake; thence North 79 degrees 11 minutes 15 seconds East for a distance of 44.32 feet to an iron stake, the southeast corner of lot 105; thence with

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the southern property line of lot 106 of the same subdivision, South 81 degrees 43 minutes 40 seconds East for a distance of 79.45 feet to an iron stake, the southeast corner of lot 106; thence with the southern property line of lot 107 of the same subdivision, North 89 degrees 48 minutes 01 seconds East for a distance of 77.14 feet to an iron stake, the southeastern corner of lot 107; thence, with the southern property line of lot 108 of the same subdivision, South 63 degrees 13 minutes 04 seconds East for a distance of 98.45 feet to an iron stake, the southeast corner of lot 108 which is located on the western boundary of Point Emerald Villas; thence with the west property line of Point Emerald Villas, South 12 degrees 10 minutes 23 seconds East for a distance of 201.95 feet to an iron stake, the northeast corner of lot 98 of the Wyndtree II Subdivision; thence leaving the Point Emerald Villas boundary line and with the northern property line of lot 98 of the Wyndtree II Subdivision, South 86 degrees 53 minutes 51 seconds West for a distance of 145.06 feet to an iron stake; thence with the northern property line of lot 99 of the same subdivision, South 86 degrees 40 minutes 14 seconds West for a distance of 74.96 feet to an iron stake; thence with the northern property line of lot 99, North 63 degrees 23 minutes 55 seconds West for a distance of 30.94 feet to an iron stake, the northwest corner of lot 99; thence with the northern property line of lot 100, North 66 degrees 18 minutes 14 seconds West for a distance of 67.78 feet to an iron stake, the northwest corner of lot 100; thence with the northeastern property line of lot 101, North 68 degrees 00 minutes 50 seconds West for a distance of 70.25 feet to an iron stake, the northwest corner of lot 101; thence with the northeastern property line of lot 102, North 43 degrees 47 minutes 08 seconds West for a distance of 44.65 feet to an iron stake, the northwest corner of lot 102; thence with the northeastern property line of lot 103, North 43 degrees 11 minutes 09 seconds West for a distance of 81.01 feet to an iron stake, the northwest corner of lot 103; thence with the northeastern property line of lot 104, North 43 degrees 11 minutes 09 seconds West for a distance of 60.00 feet to a point, the northwest corner of lot 104; thence with the northern property line of lot 104, South 62 degrees 39 minutes 11 seconds West for a distance of 209.31 feet to an iron stake, the northwest corner of lot 104 which is located on the eastern right-of-way margin of Wyndward Court; thence with the eastern right-of-way margin of Wyndward Court along a curve to the right having a radius of 576.26 feet and an arc length of 82.24 feet, being subtended by a chord of North 34 degrees 27 minutes 43 seconds West for a distance of 81.82 feet to a point; thence with the eastern right-of-way margin of Wyndward Court, North 30 degrees 43 minutes 51 seconds West for a distance of 31.48 feet to a point; thence along a curve to the right having a radius of 25.00 feet and an arc length of 33.51 feet, being subtended by a chord of North 06 degrees 31 minutes 19 seconds East for a distance of 30.98 feet to the POINT AND PLACE OF BEGINNING, containing approximately 3.32 acres. All coordinates are based upon grid north. The above description is platted upon a currently unrecorded survey map dated December 18, 2003, entitled "Wetland & Boundary Survey For Town of Emerald Isle, Portion of Wyndtree II" prepared by Brent A. Lanier, PLS, of Lanier Surveying Company of 145 Cedar Point Blvd., Cedar Point, NC, said map being referenced here for more particular description.

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## **EXHIBIT B**

*Characteristics of the Property to include its current use, state of improvements, water quality sensitive species, including rare and endangered species.*

**Tract I:** (Ocean Oaks, Water Company Property – Parcels 1 & 2) These two parcels are located within a platted residential subdivision located within the Town of Emerald Isle. The parcels have a below ground potable water well and above ground water pump station located upon them. This well site will remain on the site as a source of water to the residents of Emerald Isle supplied by Bogue Banks Water Company, its successors and/or assigns. The water company's deed to the Town for these parcels contains a reserved easement on, over, under and across this property has been granted to Bogue Banks Water Company "to use that certain deep well and the aquifer thereunder, known as Bogue Banks Water Well Number 5 ... as a source to draw potable water for (the water company's) water system" and to "maintain, repair, operate, rebuild, and reinstall the well and appurtenant water lines and to install, maintain, and repair pumps, generators and other equipment necessary to pump potable water into (the water company's) water system." The easement also grants the water company "vehicle and pedestrian access over the (two lots) for the purposes of ingress, egress, and regress to Well Number 5 and its appurtenances." These easements and uses will continue, even if such are contrary to other language contained herein. The Ocean Oaks subdivision lots are restricted to residential use and other covenants dated June 21, 1984, and recorded in Book 500, Page 203, in the office of the Register of Deeds of Carteret County, North Carolina. There is a small community playground with a swing set and picnic area located upon these parcels. The well and playground are surrounded by an open grassed lawn area with some native vegetation interspersed.

**Tract II:** (Deer Horn Dunes – Parcel 3) This parcel is an undeveloped, wooded lot located in the Deer Horn Dunes subdivision. Subdivision lots are restricted to residential use and other covenants dated August 5, 1977, and recorded in Book 401, Page 468, in the office of the Register of Deeds of Carteret County, North Carolina. The lot contains many native species and serves as habitat for some local wildlife.

**Tract III:** (West End Subdivision – Parcel 4) This parcel is not a part of the West End Subdivision residential area and is therefore not restricted by that development's covenants. The lot is about 3.2 acres in size and is made up primarily of natural wetlands (about 2.3 acres). This parcel is an important part of the natural drainage process of the western end of Emerald Isle and the town intends to enhance such capabilities. The dry land areas are unimproved. There is direct access to the parcel from Coast Guard road but there is no property adjacent to the road which are suitable for parking or access. The land is covered in native vegetation and serves as habitat to local and migratory wildlife. This property was deeded to the Town with a restriction that the property be used for conservation purposes and a reversion clause should such purposes cease.



**EXHIBIT C**  
(Emerald Woods)

NORTH CAROLINA

CARTERET COUNTY

EMERALD ISLE TOWNSHIP

Beginning at a point marked by an iron pipe in the northern right-of-way margin of Coast Guard Road said point being the following courses and distances from a P. K. Nail located at the intersection of the centerline of Ocean Oaks Drive and the centerline of the northernmost leg of Cape Fear Loop Road, S 04° 26' 40" E, 1,004.31 feet, N 65° 52' 47" E, 599.30 feet; thence from this point and place of beginning for a first call of N 05° 30' 00" W, 1,393.70 feet to an existing iron pipe in the highwater mark of Bogue Sound and thence along and with the various courses of the highwater mark of Bogue Sound to a point in the highwater mark of Bogue Sound which is N 66° 17' 42" E, 1,158.15 feet from the terminus of the immediately preceding call; thence S 05° 30' 00" E, 131.32 feet to an iron pipe; thence continuing S 05° 30' 00" E, 1,545.65 feet to a point in the northern right-of-way margin of Coast Guard Road; thence with the northern right-of-way margin of that road N 86° 28' 00" W, 184.68 feet to a point in a curve; thence along the curve to the left having a radius of 1,425.19 feet and chord bearing and distance of S 82° 20' 00" W, 553.64 feet to a point; thence continuing with the northern right-of-way margin of Coast Guard Road S 71° 08' 00" W, 374.69 feet to the point and place of beginning. This parcel is all of that property identified as Block 44 North, containing 37.554 acres by coordinate computation, and as depicted upon that survey for the Town of Emerald Isle dated March 15, 2002, created by Prestige Land Surveying, P.A. of Cape Carteret-Swansboro, North Carolina.

**EXHIBIT D**  
**(Portion of Emerald Woods To Be Released)**

A portion of that property conveyed to the Town of Emerald Isle by Cape Fear Company, Limited Partnership by deed recorded in Deed Book 940, Page 654, Carteret County Registry and being more particularly described as beginning at an iron pipe in the northern right of way margin of Coast Guard Road, said pipe being located N 70° 44' 51" E, 1330.34 feet from a mag nail set in the south edge of asphalt of Coast Guard Road which is located +/- 17 feet west of the centerline of Ocean Oaks Drive; and thence from this place of beginning for a first call of N 05° 30' 00" W, 188.72 feet to an iron pipe; thence S 86° 28' 00" E, 330.00 feet to an iron pipe; thence S 05° 30' 00" E, 150.00 feet to an iron pipe; thence 25 feet from and parallel with Coast Guard Road, N 86° 28' 00" W, 130.08 feet to an iron pipe; thence along a curve to the left having a radius of 1450.19 feet and an arc length of 168.39 feet, being subtended by a chord of N 89° E 47' 35" W for a distance of 168.29 feet to an iron pipe; thence S 05° 30' 00" E, 25.02 feet to an iron pipe in the northern right of way margin of Coast Guard Road; thence along the northern right of way margin and along a curve to the left having a radius of 1425.19 feet and an arc length of 30.00 feet, being subtended by a chord of S 86° 19' 10" W for a distance of 30 feet to the point and place of beginning.

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Roy Cooper, Governor

D. Reid Wilson, Secretary

Misty Buchanan  
Deputy Director, Natural Heritage Program

NCNHDE-21633

April 17, 2023

Justin Mercer  
North Carolina Land and Water Fund  
121 W. Jones St.  
Raleigh, NC 27603  
RE: Emerald Isle Woods Easement Amendment Request; 2000B-703

Dear Justin Mercer:

The North Carolina Natural Heritage Program (NCNHP) appreciates the opportunity to provide information about natural heritage resources for the project referenced above.

A query of the NCNHP database indicates that there are records for rare species, important natural communities, natural areas, and/or conservation/managed areas within the proposed project boundary. These results are presented in the attached 'Documented Occurrences' tables and map.

The attached 'Potential Occurrences' table summarizes rare species and natural communities that have been documented within a one-mile radius of the property boundary. The proximity of these records suggests that these natural heritage elements may potentially be present in the project area if suitable habitat exists. Tables of natural areas and conservation/managed areas within a one-mile radius of the project area, if any, are also included in this report.

If a Federally-listed species is documented within the project area or indicated within a one-mile radius of the project area, the NCNHP recommends contacting the US Fish and Wildlife Service (USFWS) for guidance. Contact information for USFWS offices in North Carolina is found here: <https://www.fws.gov/offices/Directory/ListOffices.cfm?statecode=37>.

Please note that natural heritage element data are maintained for the purposes of conservation planning, project review, and scientific research, and are not intended for use as the primary criteria for regulatory decisions. Information provided by the NCNHP database may not be published without prior written notification to the NCNHP, and the NCNHP must be credited as an information source in these publications. Maps of NCNHP data may not be redistributed without permission.

Also please note that the NC Natural Heritage Program may follow this letter with additional correspondence if a Dedicated Nature Preserve, Registered Heritage Area, Land and Water Fund easement, or an occurrence of a Federally-listed species is documented near the project area.

If you have questions regarding the information provided in this letter or need additional assistance, please contact Rodney A. Butler at [rodney.butler@ncdcr.gov](mailto:rodney.butler@ncdcr.gov) or 919-707-8603.

Sincerely,  
NC Natural Heritage Program

Natural Heritage Element Occurrences, Natural Areas, and Managed Areas Intersecting the Project Area  
 Emerald Isle Woods Easement Amendment Request  
 Project No. 2000B-703  
 April 17, 2023  
 NCNHDE-21633

Element Occurrences Documented Within Project Area

Taxonomic Group	EO ID	Scientific Name	Common Name	Last Observation Date	Element Occurrence Rank	Accuracy	Federal Status	State Status	Global Rank	State Rank
Natural Community	28274	Interdune Pond	---	2017-04-12	B	2-High	---	---	G1	S1
Natural Community	28272	Maritime Evergreen Forest (Mid Atlantic Subtype)	---	2017-04-12	B	2-High	---	---	G2	S2
Natural Community	38036	Maritime Swamp Forest (Typic Subtype)	---	2017-04-12	B	2-High	---	---	G2	S2

Natural Areas Documented Within Project Area

Site Name	Representational Rating	Collective Rating
Emerald Isle Woods	R1 (Exceptional)	C4 (Moderate)

Managed Areas Documented Within Project Area\*

Managed Area Name	Owner	Owner Type
Town of Emerald Isle Open Space	Town of Emerald Isle	Local Government
NC Land and Water Fund Conservation Agreement	NC DNCR, NC Land and Water Fund	State

\* NOTE: If the proposed project intersects with a conservation/managed area, please contact the landowner directly for additional information. If the project intersects with a Dedicated Nature Preserve (DNP), Registered Natural Heritage Area (RHA), or Federally-listed species, NCNHP staff may provide additional correspondence regarding the project.

Definitions and an explanation of status designations and codes can be found at <https://ncnhde.natureserve.org/help>. Data query generated on April 17, 2023; source: NCNHP, Q4, Winter (January) 2023. Please resubmit your information request if more than one year elapses before project initiation as new information is continually added to the NCNHP database.

Natural Heritage Element Occurrences, Natural Areas, and Managed Areas Within a One-mile Radius of the Project Area  
Emerald Isle Woods Easement Amendment Request  
Project No. 2000B-703  
April 17, 2023  
NCNHDE-21633

Element Occurrences Documented Within a One-mile Radius of the Project Area

Taxonomic Group	EO ID	Scientific Name	Common Name	Last Observation Date	Element Occurrence Rank	Accuracy	Federal Status	State Status	Global Rank	State Rank
Animal Assemblage	13704	Waterbird Colony	Waterbird Colony	1993	H?	3-Medium	---	---	GNR	S3
Animal Assemblage	16208	Waterbird Colony	Waterbird Colony	2014-06-26	C	3-Medium	---	---	GNR	S3
Bird	40192	Ammodramus caudacuta	Saltmarsh Sparrow	2019-11-27	E	3-Medium	---	Significantly Rare	G2	SUB,S2N
Bird	4167	Charadrius melodus melodus	Piping Plover - Atlantic Coast subspecies	2018-03-25	E	3-Medium	Threatened	Threatened	G3T3	S1B,S1N
Bird	11420	Egretta caerulea	Little Blue Heron	1983-06	H	3-Medium	---	Special Concern	G5	S3B,S3N
Bird	7821	Egretta thula	Snowy Egret	1983-06	H	3-Medium	---	Special Concern	G5	S2S3B,S3N
Bird	6052	Egretta tricolor	Tricolored Heron	1983-06	H	3-Medium	---	Special Concern	G5	S2B,S3N
Bird	14714	Passerina ciris	Painted Bunting	2017-06	B	3-Medium	---	Special Concern	G5	S2B
Bird	1227	Phalacrocorax auritus	Double-crested Cormorant	1948	X	4-Low	---	Significantly Rare	G5	S1B,S5N
Bird	7781	Sternula antillarum	Least Tern	2014-06-26	C	3-Medium	---	Special Concern	G4	S3B
Dragonfly or Damselfly	32036	Coryphaeschna ingens	Regal Darner	2004-Pre	H?	5-Very Low	---	Significantly Rare	G5	S2?
Dragonfly or Damselfly	33787	Triacanthagyna trifida	Phantom Darner	2004-Pre	H?	5-Very Low	---	Significantly Rare	G5	SH
Freshwater Fish	38939	Acipenser oxyrinchus oxyrinchus	Atlantic Sturgeon	2004-11-28	E	4-Low	Endangered	Endangered	G3T3	S2
Liverwort	10056	Microlejeunea epiphylla	A Liverwort	1954	H	4-Low	---	Significantly Rare Limited	G2G3	S1
Natural Community	28274	Interdune Pond	---	2017-04-12	B	2-High	---	---	G1	S1

Element Occurrences Documented Within a One-mile Radius of the Project Area

Taxonomic Group	EO ID	Scientific Name	Common Name	Last Observation Date	Element Occurrence Rank	Accuracy	Federal Status	State Status	Global Rank	State Rank
Natural Community	28272	Maritime Evergreen Forest (Mid Atlantic Subtype)	---	2017-04-12	B	2-High	---	---	G2	S2
Natural Community	38036	Maritime Swamp Forest (Typic Subtype)	---	2017-04-12	B	2-High	---	---	G2	S2
Reptile	8569	Alligator mississippiensis	American Alligator	2017-08-14	E	4-Low	Threatened Similar Appearance	Threatened	G5	S3
Reptile	4805	Caretta caretta	Loggerhead Seaturtle	2019-07-12	CD	3-Medium	Threatened	Threatened	G3	S2B
Reptile	34144	Chelonia mydas	Green Seaturtle	2018-04-18	E	3-Medium	Threatened	Threatened	G3	S1B
Reptile	37965	Dermochelys coriacea	Leatherback Seaturtle	2005-05-27	E	3-Medium	Endangered	Endangered	G2	S1B,SUN
Reptile	37971	Lepidochelys kempii	Kemp's Ridley Seaturtle	2017-06-18	E	4-Low	Endangered	Endangered	G1	S1B,SUN
Vascular Plant	15306	Amaranthus pumilus	Seabeach Amaranth	2019-09-05	C?	3-Medium	Threatened	Threatened	G2	S1
Vascular Plant	3608	Ceratophyllum australe	Southern Hornwort	1960-05-31	H	4-Low	---	Significantly Rare Peripheral	G5TNR	S1
Vascular Plant	26311	Clematis catesbyana	Coastal Virgin's-bower	2005-09-05	E	2-High	---	Significantly Rare Peripheral	G5	S2
Vascular Plant	41276	Steironema hybridum	Lowland Loosestrife	1919-07-19	H	5-Very Low	---	Significantly Rare Peripheral	G5	S2?

Natural Areas Documented Within a One-mile Radius of the Project Area

Site Name	Representational Rating	Collective Rating
Bogue Inlet/Bogue Sound Bird Nesting Islands	R4 (Moderate)	C3 (High)
Emerald Isle Woods	R1 (Exceptional)	C4 (Moderate)

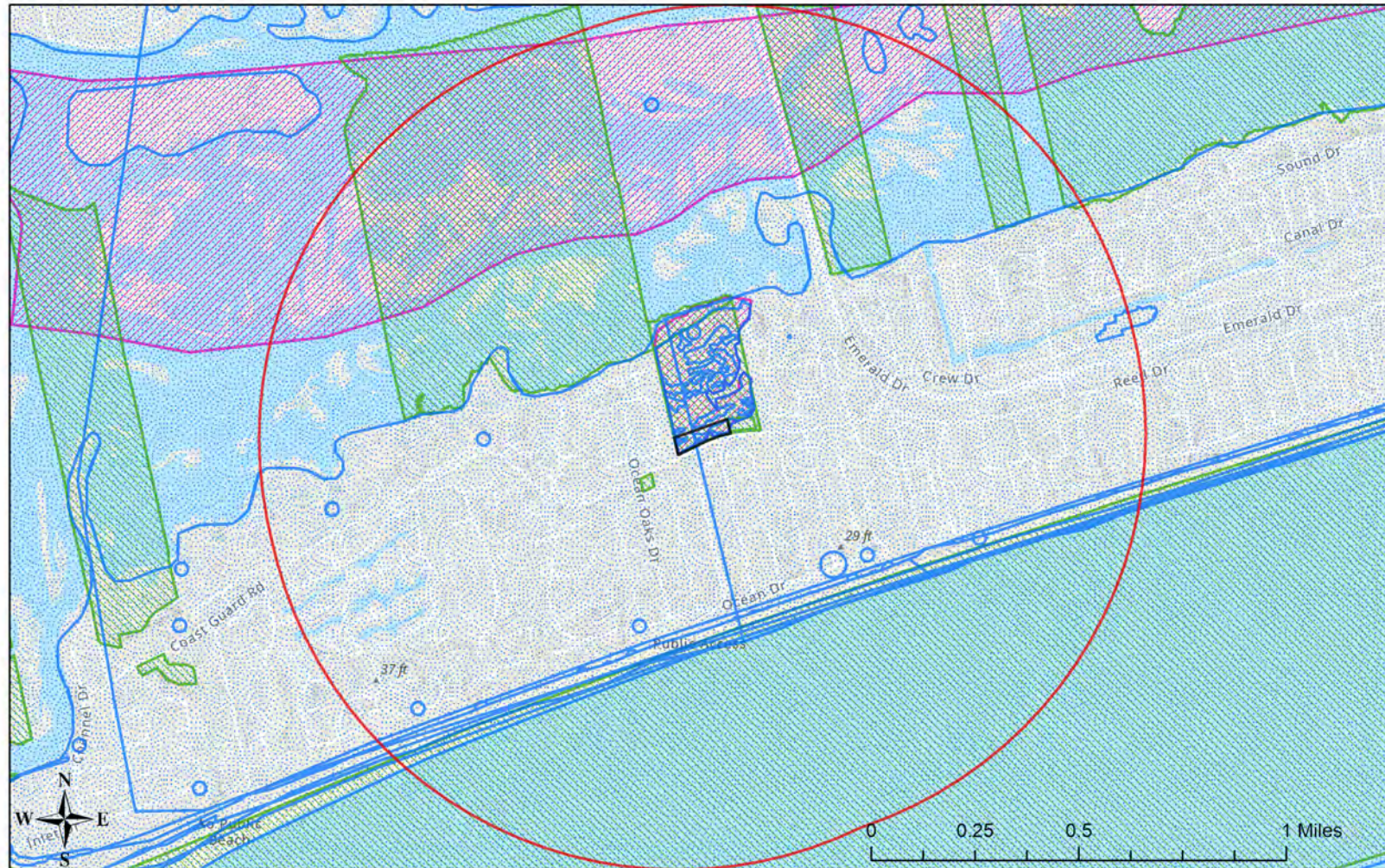
Managed Areas Documented Within a One-mile Radius of the Project Area

Managed Area Name	Owner	Owner Type
NC Submerged Lands	NC Department of Administration	State
Town of Emerald Isle Open Space	Town of Emerald Isle	Local Government
USFWS Critical Habitat - Loggerhead Seaturtle	US Fish and Wildlife Service	Federal
NC Land and Water Fund Conservation Agreement	NC DNCR, NC Land and Water Fund	State

Definitions and an explanation of status designations and codes can be found at <https://ncnhde.natureserve.org/help>. Data query generated on April 17, 2023; source: NCNHP, Q4, Winter (January) 2023. Please resubmit your information request if more than one year elapses before project initiation as new information is continually added to the NCNHP database.



# NCNHDE-21633: Emerald Isle Woods Easement Amendment Request



April 17, 2023

NHP Natural Area (NHNA)

Managed Area (MAREA)

Natural Heritage Element Occurrence (NHEO)

Buffered Project Boundary

Project Boundary

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community  
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



**Action Item****Staff member: Marie Meckman**

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**Agenda Item 3) 2021-007 Conserving Carolina - Floodplain Addition Scope Change Request****Background**

This fee simple Conserving Carolina project will protect six acres in Henderson County and buffer a Class B stream supporting Federally Threatened and Endangered aquatic species. The project was designed to be protected by declaration of covenants and restrictions with the property eventually transferred to Henderson County for use in a greenway. The County is not able to accept the fee transfer at this time, so Conserving Carolina would like to change the strategy to protect the property with two conservation easements. This change will require stewardship funds to be added to the budget.

Additional funds requested include \$5,938 for stewardship and \$1,000 to provide for the development of the Baseline Documentation Report. If approved, these funds will be added to the grant contract and will be allocated from license plate revenue and/or returned grant funds.

This change would not change the score of 67.

**Staff recommendation**

Approve the request for additional funds for stewardship of the conservation easements.

**Committee action needed**

Approve or amend the staff recommendation and make a recommendation to the Board.

*Attachments: map, decision matrix*

Original Project Map presented in 2021

**Mouth of Mud Creek Flood Plain Phase II  
Conserving Carolina**

**Legend**



- Surface Water
- 300' Buffer
- Butler Bridge Road
- Future Greenway Route
- Project Area
- CWMTF 2018-402 Restoration Project



**Action Item****Staff member: Marie Meckman**

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**Agenda Item 4) 2019-009 Conserving Carolina - Abes Creek Scope Change Request****Background**

This Conserving Carolina project was awarded in 2019 and involved the fee acquisition of approximately 251 acres buffering Abes Creek and other tributaries to Horse Pasture River. Abes Creek is classified as holding outstanding resource waters and is a home for wild trout. Conserving Carolina took out a loan to purchase the property in late 2019, after the NCLWF award, to save the project due to the previous landowner's expressed urgency.

Conserving Carolina's circumstances changed, and they no longer intend to hold the property in perpetuity. Instead, they will sell the property to the adjoining private landowner with proposed changes to the conservation strategy. Conserving Carolina proposes to remove thirteen disturbed acres on the northeastern section of the property in exchange for the protection of nine acres of additional riparian buffer of Abes Creek on the southeastern section of adjacent property currently owned by the proposed future landowner. This new section will be protected by a conservation easement held by Conserving Carolina. The original project's riparian buffer would protect 27,000 linear feet of stream (approximately 5.1 miles). The land swap will result in approximately 513 additional linear feet of stream protected, and fully protecting both sides of Abes Creek.

The project originally scored an 81, receiving the highest scores possible for riparian buffer and natural heritage classifications. While the private landowner will use the property for hunting and as a buffer for their adjacent property, public access points will not change in this scenario as guided hikes will still be offered. The total score would remain the same.

**Staff recommendation**

Approve the land swap requested by Conserving Carolina for the Abes Creek project.

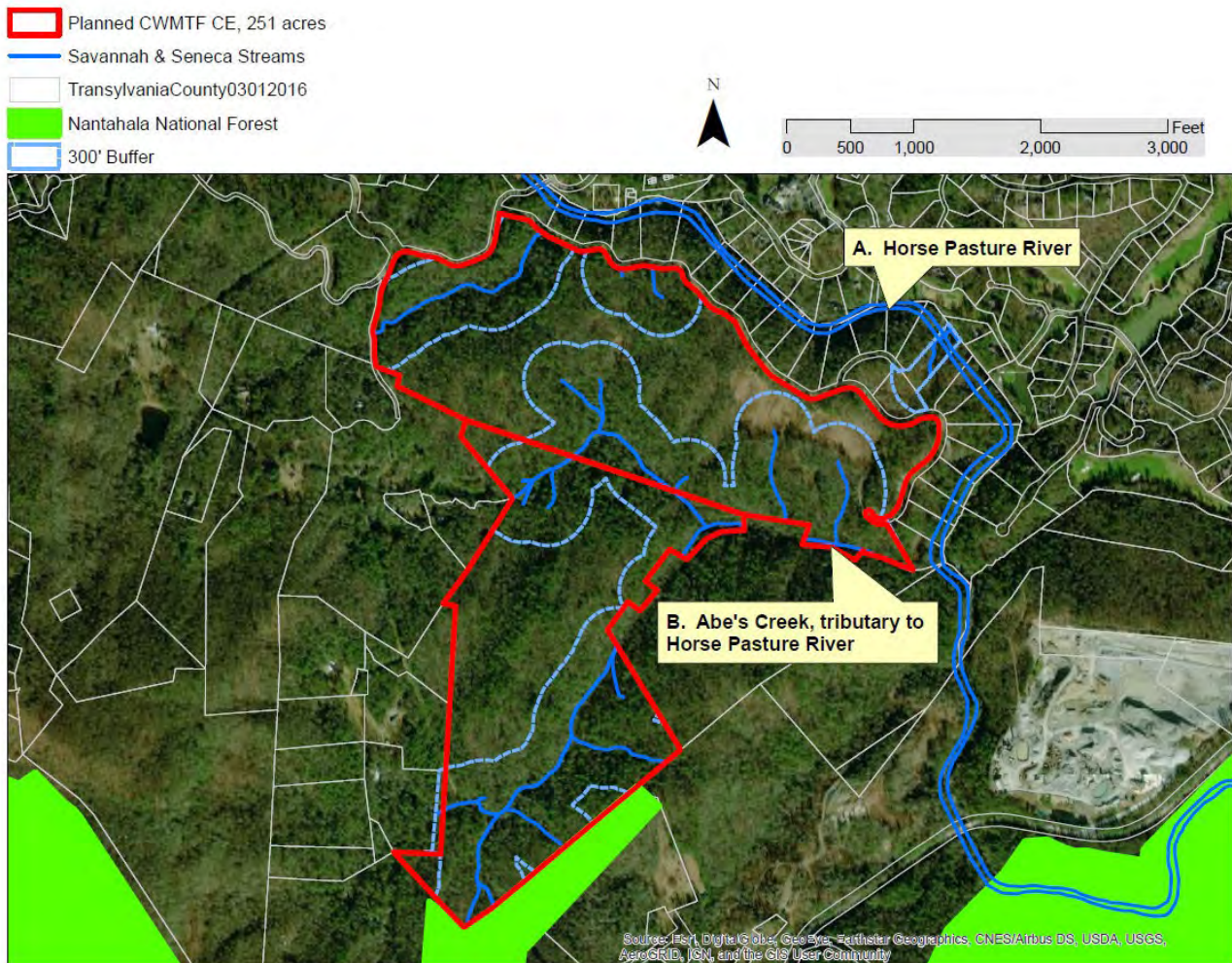
**Committee action needed**

Approve or amend the staff recommendation and make a recommendation to the Board.

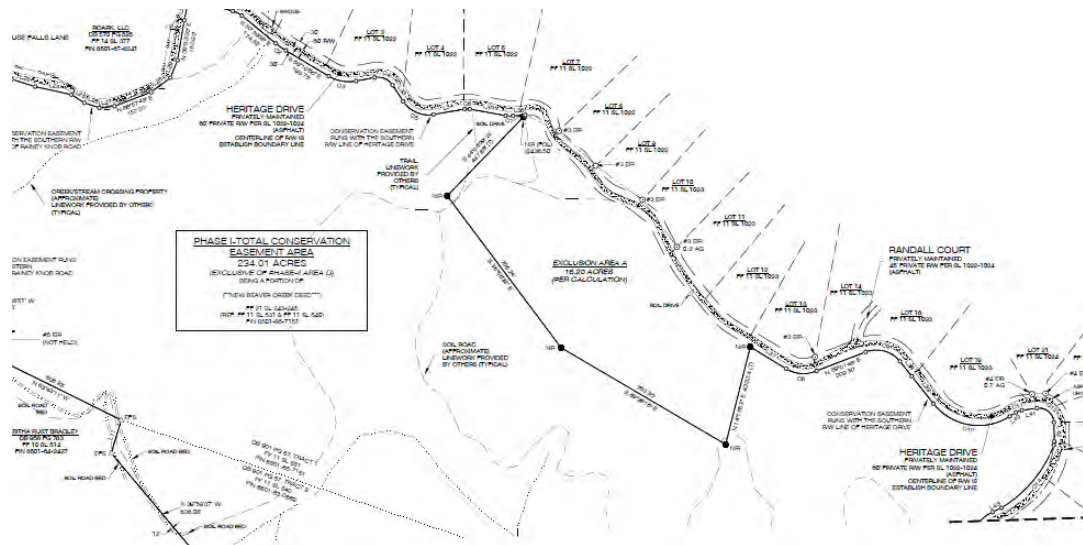
*Attachments: maps, decision matrix*



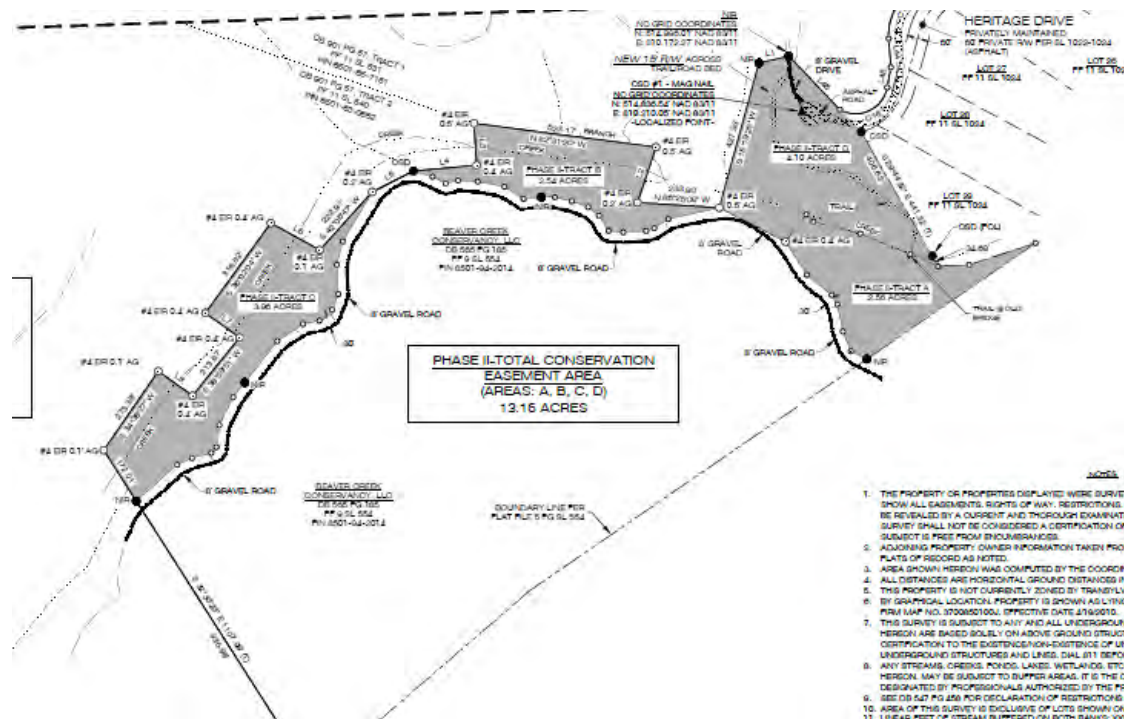
Project Map Presented to the Board, September 2019



Northern boundary exclusion area will be reduced by 3 acres – or 13 total.



Southeastern boundary will expand to include an additional nine acres bordering Abes Creek



**Action Item****Staff member: Marie Meckman**

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**Agenda Item 5) 2021-004 Conserving Carolina - Camp Woodson Scope Change Request****Background**

This Conserving Carolina project was originally designed to protect 234 acres under a State-held conservation easement. The fee-simple acquisition was expected to be transferred in full to Camp Grier, with exclusion areas allowed for the camp infrastructure.

Per the request of Conserving Carolina's partners in the project, the exclusion areas have been reconfigured and expanded, and are now proposed at approximately 52 acres. This area will now be protected by a conservation easement held by Conserving Carolina. The State-held conservation easement will protect approximately 224 acres, so the fully protected project area will total over 276 acres.

Camp Grier, the partner in this project, currently hosts a camp on the property during the school year. Public access of the State-held easement area will be required through a separate funding source.

Neither external boundaries nor the protection of resources change in this strategy. The internal boundaries will change to accommodate the Camp's activities. The Conservancy will require the same restrictions and protections as the NCLWF easement, except for in the managed areas designed specifically for intensive use by the Camp.

The score will increase by one point to 75, due to additional public access.

**Staff recommendation**

Approve the conservation strategy change proposed by Conserving Carolina.

**Committee action needed**

Approve or amend the staff recommendation and make a recommendation to the Board.

*Attachments: maps, decision matrix*



Original map presented in 2021

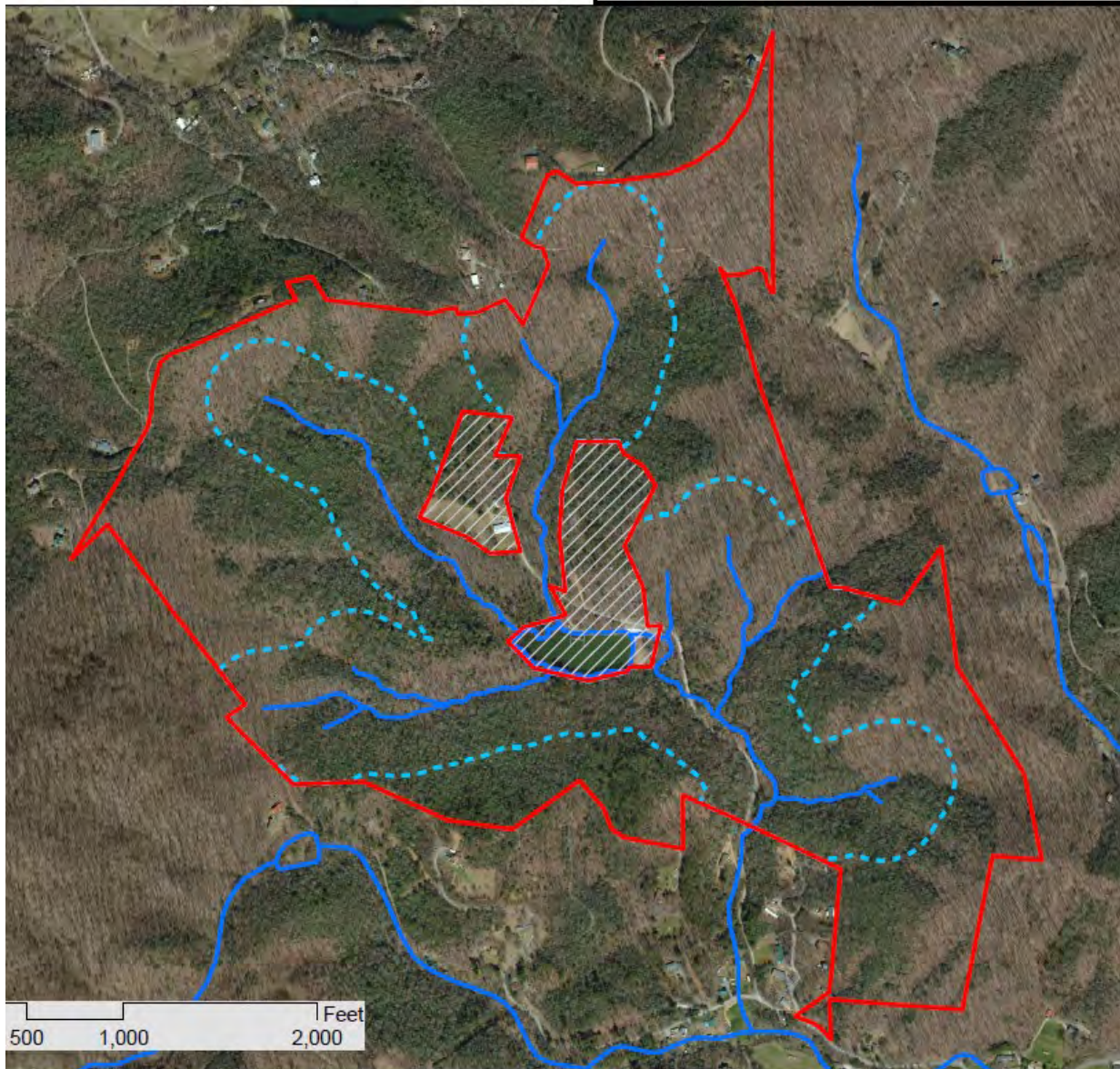
**Noodson  
Carolina**



300' Buffer

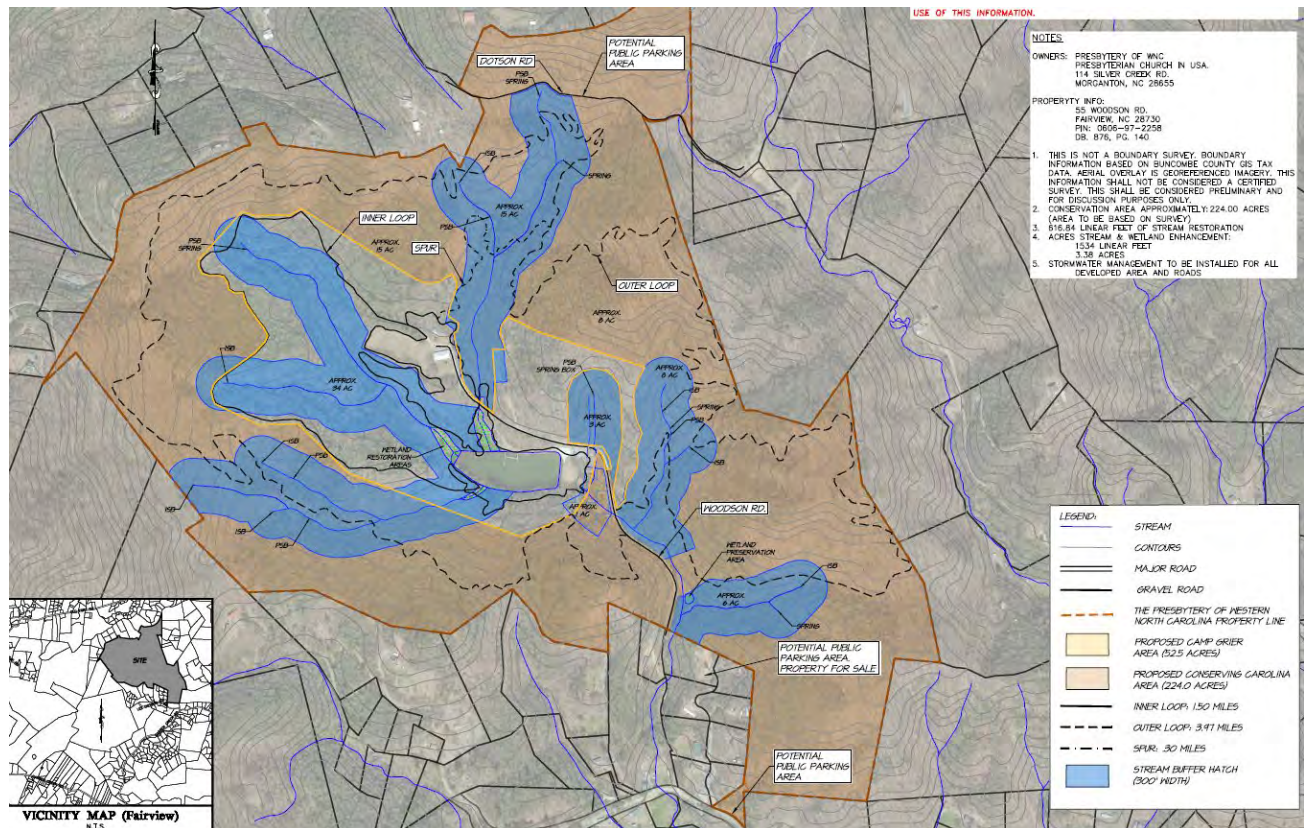


Upper Broad River System





## Proposed easement boundary map, 2023





**Action Item****Staff member: Marissa Hartzler**

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**Agenda Item 6) Donated Mini-Grant Allocation****Background**

At the September 2022 meeting, the Board approved the Donated Mini-Grant Program at \$250,000 for applications received from September 2022 through September 2023. These funds are used on an as-needed basis and are drawn from license plate revenue and returned grant funds, similar to provisional funding.

Donated Mini-Grant Program applications have been steadily increasing over recent years:

Year	Applications	Total Funds
2022-2023	11	\$182,628
2021-2022	8	\$129,399
2020-2021	8	\$105,284
2019-2020	4	\$69,345
2018-2019	3	\$58,432

The Board will be asked to make a new allocation to the Program in September 2023, at which point available funds will reset. In the interim, however, this year's final application deadline is in June 2023 and NCLWF staff anticipates more demand than available funds would cover.

**Staff recommendation**

Recommend to the Board an additional allocation of \$100,000 of license plate revenue and/or returned grant funds to the Donated Mini-Grant Program through September 2023.

**Committee action needed**

Approve or amend the staff recommendation and make a recommendation to the Board.

**Action Item****Staff member:** Justin Mercer

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**Agenda Item 7) STW-001 Conservation Agreement Amendment Policy Revision****Background**

On rare occasions, permanent conservation agreements may need to be modified or amended. NCLWF has an amendments policy, first adopted in 2013 and updated as needed over the years, that provides requirements, compensation, and delegation of approval for amendments. Through application of this policy and changing legislative requirements, staff have identified areas for improvement and further revisions.

In 2015, the NC General Assembly enacted § 121-39.1. Termination or modification of agreements requiring public bodies of the State to conduct a conservation benefit analysis prior to any modification or termination of a conservation agreement. Conservation agreements may only be modified if the conservation benefit analysis concludes that the modification results in greater benefit to conservation purposes. Defining and establishing criteria for a conservation benefit analysis is delegated to the agency requesting conservation agreement modification, however NCLWF's current policy lacks definition of conservation benefit analysis.

At its meeting on March 16, 2023, the NCLWF Acquisition Committee reviewed a draft policy and requested that staff make further revisions. A second draft will be presented for consideration by the committee.

**Staff recommendation**

Staff will present a second draft of the revised policy for consideration by the committee.

**Committee action needed**

Provide direction to staff on further revisions and/or make a recommendation to the board.

*Attachments: Redline 2<sup>nd</sup> draft of revised STW-001 Conservation Agreement Amendment Policy, clean 2<sup>nd</sup> draft of revised STW-001 Conservation Agreement Amendment Policy*



## Stewardship Program Policies:

### Conservation Agreement Amendment Policy (STW-001)

**Background:** On rare occasions, permanent conservation agreements may need to be modified or amended. This policy was established and approved by the Board to provide a consistent and predictable process for these cases.

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#### Policy:

The North Carolina Land and Water Fund (NCLWF) was established in 1996 primarily to protect water quality interests in the State. In 2013, the purpose of the NCLWF was expanded to include protection of natural heritage resources, and historic and cultural resources, as well as to and buffers to military bases. In addition, with the dissolution of the Natural Heritage Trust Fund (NHTF) in 2013, the NCLWF became the de facto appointed body for matters that would have previously gone before the NHTF. Therefore, this document pertains to changes to conservation agreements initially entered into by either of the aforementioned funds and potential impacts to the conservation values protected by those agencies.

When the NCLWF Board of Trustees (NCLWF Board) elects to fund a land protection project, there are three conservation strategies in which the State retains an interest in perpetuity: 1) State-held conservation easements, 2) declarations of covenants and restrictions, and 3) dedications under either the State Nature Preserves Act or the State Nature and ~~the~~ Historic Preserve Dedication Act. The NCLWF strives to design these instruments, hereafter referred to broadly as “conservation agreements,” to avoid the need for an amendment or modification of the agreed upon terms. It is the State’s presumption that conservation agreements will not be amended or modified. Amendments may only be approved in exceptional cases or due to unforeseen circumstances provided the procedures outlined below are met.

Because every property and project are unique, no decision by the NCLWF Board with respect to an amendment of a conservation agreement, either granting or denying, shall form a precedent with respect to any other request for an amendment. Although this amendment policy sets forth certain guidelines and procedures ~~procedures and expectations~~, nothing herein shall diminish the sole and absolute authority of the NCLWF Board. An amendment is an extraordinary procedure and not available to a landowner as a matter of right. All amendments must comply with applicable federal, State, and local laws.

- I. **Minor Amendments** – These amendments, as described below, have been deemed to be small in scale or impact, and the NCLWF Board has delegated consideration and potential approval to staff. However, the Executive Director may choose to elevate any Minor Amendment to a Major Amendment, which would then be subject to the procedures set forth in Section II.
- A. Technical amendments or corrections – Adjustments to correct a clerical error in the language of a conservation agreement resulting in no impact on the conservation values may be approved at the staff



level.

- B. Amendments to accommodate public works projects – Adjustments to conservation agreements to accommodate public works projects may be approved at staff level under the following conditions:
1. The project can be effectively accomplished with the addition of a reserved right and there is no surface impact (e.g., projects utilizing horizontal directional drilling) or surface impacts are minimal and can be sufficiently mitigated (e.g., plant rescue or restoration of temporary construction easements). This assumes that there are no measurable impacts to other conservation values.
  2. Changes to spatial boundaries may be considered and can be approved at the staff level if all of the following conditions are met:
    - a. The change would affect less than one acre or 5% of the conservation agreement area, whichever is smaller.
    - b. The project would be perpendicular to or a minimal distance parallel to surface waters if any riparian buffers are affected.
    - c. The project would have no significant impact on other conservation values except in cases where impacts can be fully mitigated by a plant rescue or other operation. Determination of conservation impact will be subject to the ~~process~~ Conservation Benefit Analysis outlined in Section III of this policy.
- C. Addition of standard reserved rights – The reserved rights listed below are considered to be standard allowances and any addition(s) may be considered and potentially approved at the staff level if the following conditions are met:
1. Requested rights adhere to all other NCLWF policies and procedures; requests for addition of trail rights shall be subject to the NCLWF Natural Surface Trails Policy.
  2. The intent of the original conservation agreement does not explicitly indicate a desire to prohibit the requested rights.
  3. Standard reserved rights eligible for NCLWF staff consideration and approval include the following:
    - natural surface trails for hiking
    - paved trails (such as greenway or universal access trails) including footbridges and trail amenities
    - native community restoration, management, and maintenance



- stream and wetland restoration
- hunting and fishing
- maintenance of existing roads and trails
- vegetation management limited to boundary marking, fencing, signage, fire containment, insect and disease control, hydrology restoration, wetland enhancement, control of invasive exotic plants, and removal of trees that pose a threat to life or property
- use of motor vehicles limited to the purposes of monitoring, management, stewardship, universal access, and emergencies

All other amendment requestss not covered under Section I are considered to be Major Amendments and must be taken to the NCLWF Board for consideration per Section II.

- II. **Major Amendments** – All amendment requests not explicitly covered above must be considered by the NCLWF Board. Affirmation by a two-thirds vote is required for approval.
- A. Public Works Projects – Amendment requests to accommodate public works projects that are not covered in Section I may be approved by the NCLWF Board.
  - B. Public Drinking Water Supply Reservoir – After the Record of Decision has been issued (final location has been permitted), a conservation agreement or portions of a conservation agreement may be amended by the Board for development of a public drinking water supply reservoir.
  - C. Other Circumstances – All requests for amendment of conservation agreements for circumstances not covered above must meet the following criteria:
    - 1. Clearly serves the public interest and provides a public or community benefit.
    - 2. Has a net positive benefit on the conservation values, as determined by the Conservation Benefit Analysis ~~as~~ outlined in Section III of this policy, regardless of agreement recording date.
    - 3. Does not result in impermissible private benefit (as verified by appraisal if deemed necessary by the NCLWF). The Board may choose to approve an amendment request ~~s~~ if and when the public benefit significantly outweighs any potential private benefit.
    - 4. Is consistent with the conservation purpose(s) and documented intent of the conservation agreement.
    - 5. To the extent verifiable, is consistent with the documented intent of the donor(s), other grantors, and any direct funding source.
    - 6. Demonstrates that no practicable alternative(s) exist and that any impacts have been minimized.
- III. **Conservation Benefit Analysis** – The following outlines the process for conducting a conservation benefit analysis as required by NC G.S §121-39.1. Termination or modification of agreements.



Though this statute does not apply to agreements recorded prior to 2015, NCLWF staff will conduct a conservation benefit analysis for all amendment requests. When another State agency is authoring a request to the State Property Office and Council of State for a conservation agreement modification or termination, the agency requesting the modification or termination shall conduct and submit a conservation benefit analysis as required.

A. Review of Resources

1. NCLWF staff will conduct desktop GIS analysis of potential impacts to streams, wetlands, natural heritage element occurrences and natural areas, historic sites, and any other conservation values identified by the conservation agreement using the N.C. Natural Heritage Data Explorer, the North Carolina State Historic Preservation Office's HPOWEB mapping application, and other relevant data sources.
2. NCLWF staff will ~~follow up identify and consult~~ with appropriate experts to determine ~~if the requested amendment has any impacts to identified resources~~ potential impacts of the requested amendment on identified resources.
3. NCLWF staff and other experts as appropriate will conduct site visits for all major amendment requests and any requests that include proposals for exchange of land.

B. Analysis of Impact

1. After review, NCLWF staff will analyze all impacts to existing conservation values ~~against and~~ the proposed benefits of the request.
2. The proposal may be deemed to have a net positive conservation benefit if the ~~compensation offset~~, whether ~~monetary or by land exchange~~ by land exchange or monetary compensation, outweighs the impacts to the conservation agreement and values. ~~by a ratio of at least three to one.~~

IV. **Approved Amendment Requirements** – The following outlines the expectations for approved amendments:

- A. Compensation Offset of Conservation Impacts – The NCLWF must be made whole from any loss of monetary or conservation value resulting from an amendment. Proposals for offset should be discussed with NCLWF staff and submitted along with any amendment request.

Exchange of land is preferred to monetary compensation unless deemed impractical. Any proposed exchange of land should be at least three times the acreage of the impact area, of like conservation value as determined by the resource score of the current NCLWF Application Rating System, and at least equal in monetary value. Proposed exchange land must be restricted to a level equal to or greater than the original conservation agreement. For easements, a qualified easement holder must be specified and the NCLWF must be granted third-party right of enforcement. It is the NCLWF's preference that any new easements on land acquired as the result of an amendment be held by an accredited land trust. In the event that a qualified easement holder cannot be found, other options may be considered. Where no other suitable options exist, the State may serve as the holder provided that all current NCLWF standards for easement closings are followed, perpetual stewardship costs are provided and deposited in the



NCLWF Stewardship Endowment, and an eligible easement monitor is identified.

~~A.~~ In the case of an amendment required in lieu of the State's or a municipality's power to take private property for public use, the NCLWF may elect to be reimbursed, at minimum, the current fair market value, as determined by appraisal, tax value, and/or NCLWF staff, or pro-rated amount of the investment at the time of the grant contract, whichever is greater. In other cases where the approval of the amendment is solely at the Board's discretion, the terms of compensation, whether monetary or by land exchange, should be generously to the favor of the NCLWF and its conservation interests by a ratio of at least 3:1. ~~Proposals for compensation should be discussed with NCLWF staff and submitted along with any amendment request.~~

~~Exchange of land is preferred to financial compensation unless deemed impractical. Any proposed exchange of land should be at least three times the acreage of the impact area, of like conservation value as determined by the resource score of the current NCLWF Application Rating System, and at least equal in monetary value. Proposed exchange land must be restricted to a level equal to or greater than the original conservation agreement. For easements, a qualified easement holder must be specified and the NCLWF must be granted third-party right of enforcement. It is NCLWF's preference that any new easements on land acquired as the result of an amendment be held by an accredited land trust. In the event that a qualified easement holder cannot be found, other options may be considered. Where no other suitable options exist, the State may serve as the holder provided that all current NCLWF standards for easement closings are followed, perpetual stewardship costs are provided and deposited in the NCLWF Stewardship Endowment, and an eligible easement monitor is identified.~~

Funds reimbursed to the NCLWF from a conservation agreement amendment will be allocated to an appropriate program area as determined by the Board.

- B. Other costs – All costs associated with the amendment, including survey, appraisals, other transaction expenses, increased stewardship, review by State agencies, and any fees charged by the State Property Office, will be paid by the party making the amendment request.
- V. **Amendment Request Requirements** – The following outlines the minimum required information for amendment requests, although additional information may be requested as needed:
- A. Name, address, phone number, and email address of the property owner.
  - B. Nature of the activity proposed to be conducted.
  - C. Location of the activity with reference to the NCLWF project number and/or Deed book and page.
  - D. Map(s) of sufficient detail to accurately delineate the boundaries of the land proposed to be impacted to carry out the activity, including the location and dimensions of any disturbance associated with the activity. When possible, a GIS shapefile must be submitted.
  - E. Explanation of why ~~the~~is plan for ~~th~~is activity cannot be practically accomplished, reduced, or reconfigured to avoid the need to amend the conservation agreement, or alternatively to better minimize disturbance to the conservation ~~agreement~~area and its identified conservation values.





- F. Plans for any best management practices or restoration ~~proposed practices~~ to be used to control the impacts associated with the activity.
  - G. Acknowledgement of receipt of a copy of the NCLWF Conservation Agreement Amendments Policy
- VI. **Notifications** – ~~For any Major Amendments, the~~The following parties will be notified by NCLWF staff at least two (2) weeks before a scheduled Board or committee discussion for Major amendments or staff decision for Minor Amendments:
- A. The original parties associated with the conservation agreement that is proposed to be amended.
  - B. The contracted easement monitor, when applicable.
  - C. The general public and other interested parties via notice posted to the NCLWF website.

Versions	Revisions
July 10, 2013	Original Effective Date
September 16, 2014	Revised and Adopted
March 9, 2015	Revised and Adopted
September 14, 2016	Revised and Adopted
May 21, 2019	Revised and Adopted





## Stewardship Program Policies:

### Conservation Agreement Amendment Policy (STW-001)

**Background:** On rare occasions, permanent conservation agreements may need to be modified or amended. This policy was established and approved by the Board to provide a consistent and predictable process for these cases.

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#### Policy:

The North Carolina Land and Water Fund (NCLWF) was established in 1996 primarily to protect water quality interests in the State. In 2013, the purpose of the NCLWF was expanded to include protection of natural heritage resources, historic and cultural resources, and buffers to military bases. In addition, with the dissolution of the Natural Heritage Trust Fund (NHTF) in 2013, the NCLWF became the de facto appointed body for matters that would have previously gone before the NHTF. Therefore, this document pertains to changes to conservation agreements initially entered into by either of the aforementioned funds and potential impacts to the conservation values protected by those agencies.

When the NCLWF Board of Trustees (NCLWF Board) elects to fund a land protection project, there are three conservation strategies in which the State retains an interest in perpetuity: 1) State-held conservation easements, 2) declarations of covenants and restrictions, and 3) dedications under either the State Nature Preserves Act or the State Nature and Historic Preserve Dedication Act. The NCLWF strives to design these instruments, hereafter referred to broadly as “conservation agreements,” to avoid the need for an amendment or modification of the agreed upon terms. It is the State’s presumption that conservation agreements will not be amended or modified. Amendments may only be approved in exceptional cases or due to unforeseen circumstances provided the procedures outlined below are met.

Because every property and project are unique, no decision by the NCLWF Board with respect to an amendment of a conservation agreement, either granting or denying, shall form a precedent with respect to any other request for an amendment. Although this amendment policy sets forth certain procedures and expectations, nothing herein shall diminish the sole and absolute authority of the NCLWF Board. An amendment is an extraordinary procedure and not available to a landowner as a matter of right. All amendments must comply with applicable federal, State, and local laws.

- I. **Minor Amendments** – These amendments, as described below, have been deemed to be small in scale or impact, and the NCLWF Board has delegated consideration and potential approval to staff. However, the Executive Director may choose to elevate any Minor Amendment to a Major Amendment, which would then be subject to the procedures set forth in Section II.
  - A. Technical amendments or corrections – Adjustments to correct a clerical error in the language of a conservation agreement resulting in no impact on the conservation values may be approved at the staff level.



- B. Amendments to accommodate public works projects – Adjustments to conservation agreements to accommodate public works projects may be approved at staff level under the following conditions:
1. The project can be effectively accomplished with the addition of a reserved right and there is no surface impact (e.g., projects utilizing horizontal directional drilling) or surface impacts are minimal and can be sufficiently mitigated (e.g., plant rescue or restoration of temporary construction easements). This assumes that there are no measurable impacts to other conservation values.
  2. Changes to spatial boundaries may be considered and can be approved at the staff level if all of the following conditions are met:
    - a. The change would affect less than one acre or 5% of the conservation agreement area, whichever is smaller.
    - b. The project would be perpendicular to or a minimal distance parallel to surface waters if any riparian buffers are affected.
    - c. The project would have no significant impact on other conservation values except in cases where impacts can be fully mitigated by a plant rescue or other operation. Determination of conservation impact will be subject to the Conservation Benefit Analysis outlined in Section III of this policy.
- C. Addition of standard reserved rights – The reserved rights listed below are considered to be standard allowances and any addition(s) may be considered and potentially approved at the staff level if the following conditions are met:
1. Requested rights adhere to all other NCLWF policies and procedures; requests for addition of trail rights shall be subject to the NCLWF Natural Surface Trails Policy.
  2. The intent of the original conservation agreement does not explicitly indicate a desire to prohibit the requested rights.
  3. Standard reserved rights eligible for NCLWF staff consideration and approval include the following:
    - natural surface trails for hiking
    - paved trails (such as greenway or universal access trails) including footbridges and trail amenities
    - native community restoration, management, and maintenance
    - stream and wetland restoration



- hunting and fishing
- maintenance of existing roads and trails
- vegetation management limited to boundary marking, fencing, signage, fire containment, insect and disease control, hydrology restoration, wetland enhancement, control of invasive exotic plants, and removal of trees that pose a threat to life or property
- use of motor vehicles limited to the purposes of monitoring, management, stewardship, universal access, and emergencies

All other amendment requests not covered under Section I are considered to be Major Amendments and must be taken to the NCLWF Board for consideration per Section II.

- II. **Major Amendments** – All amendment requests not explicitly covered above must be considered by the NCLWF Board. Affirmation by a two-thirds vote is required for approval.
- A. Public Works Projects – Amendment requests to accommodate public works projects that are not covered in Section I may be approved by the NCLWF Board.
  - B. Public Drinking Water Supply Reservoir – After the Record of Decision has been issued (final location has been permitted), a conservation agreement or portions of a conservation agreement may be amended by the Board for development of a public drinking water supply reservoir.
  - C. Other Circumstances – All requests for amendment of conservation agreements for circumstances not covered above must meet the following criteria:
    - 1. Clearly serves the public interest and provides a public or community benefit.
    - 2. Has a net positive benefit on the conservation values, as determined by the Conservation Benefit Analysis outlined in Section III of this policy, regardless of agreement recording date.
    - 3. Does not result in impermissible private benefit (as verified by appraisal if deemed necessary by the NCLWF). The Board may choose to approve an amendment request if and when the public benefit significantly outweighs any potential private benefit.
    - 4. Is consistent with the conservation purpose(s) and documented intent of the conservation agreement.
    - 5. To the extent verifiable, is consistent with the documented intent of the donor(s), other grantors, and any direct funding source.
    - 6. Demonstrates that no practicable alternative(s) exist and that any impacts have been minimized.

- III. **Conservation Benefit Analysis** – The following outlines the process for conducting a conservation benefit analysis as required by NC G.S §121-39.1. Termination or modification of agreements.

Though this statute does not apply to agreements recorded prior to 2015, NCLWF staff will conduct a conservation benefit analysis for all amendment requests. When another State agency is authoring a request to the State Property Office and Council of State for a conservation agreement modification



or termination, the agency requesting the modification or termination shall conduct and submit a conservation benefit analysis as required.

A. Review of Resources

1. NCLWF staff will conduct desktop GIS analysis of potential impacts to streams, wetlands, natural heritage element occurrences and natural areas, historic sites, and any other conservation values identified by the conservation agreement using the N.C. Natural Heritage Data Explorer, the North Carolina State Historic Preservation Office's HPOWEB mapping application, and other relevant data sources.
2. NCLWF staff will identify and consult with appropriate experts to determine potential impacts of the requested amendment on identified resources.
3. NCLWF staff and other experts as appropriate will conduct site visits for all major amendment requests and any requests that include proposals for exchange of land.

B. Analysis of Impact

1. After review, NCLWF staff will analyze all impacts to existing conservation values and the proposed benefits of the request.
2. The proposal may be deemed to have a net positive conservation benefit if the offset, whether by land exchange or monetary compensation, outweighs the impacts to the conservation agreement and values.

IV. **Approved Amendment Requirements** – The following outlines the expectations for approved amendments:

- A. Offset of Conservation Impacts – The NCLWF must be made whole from any loss of monetary or conservation value resulting from an amendment. Proposals for offset should be discussed with NCLWF staff and submitted along with any amendment request.

Exchange of land is preferred to monetary compensation unless deemed impractical. Any proposed exchange of land should be at least three times the acreage of the impact area, of like conservation value as determined by the resource score of the current NCLWF Application Rating System, and at least equal in monetary value. Proposed exchange land must be restricted to a level equal to or greater than the original conservation agreement. For easements, a qualified easement holder must be specified and the NCLWF must be granted third-party right of enforcement. It is the NCLWF's preference that any new easements on land acquired as the result of an amendment be held by an accredited land trust. In the event that a qualified easement holder cannot be found, other options may be considered. Where no other suitable options exist, the State may serve as the holder provided that all current NCLWF standards for easement closings are followed, perpetual stewardship costs are provided and deposited in the NCLWF Stewardship Endowment, and an eligible easement monitor is identified.

In the case of an amendment required in lieu of the State's or a municipality's power to take private property for public use, the NCLWF may elect to be reimbursed, at minimum, the current fair market value, as determined by appraisal, tax value, and/or NCLWF staff, or pro-rated amount



of the investment at the time of the grant contract, whichever is greater. In other cases where the approval of the amendment is solely at the Board's discretion, the terms of compensation, whether monetary or by land exchange, should be generously to the favor of the NCLWF and its conservation interests by a ratio of at least 3:1.

Funds reimbursed to the NCLWF from a conservation agreement amendment will be allocated to an appropriate program area as determined by the Board.

- B. Other costs – All costs associated with the amendment, including survey, appraisals, other transaction expenses, increased stewardship, review by State agencies, and any fees charged by the State Property Office, will be paid by the party making the amendment request.
- V. **Amendment Request Requirements** – The following outlines the minimum required information for amendment requests, although additional information may be requested as needed:
  - A. Name, address, phone number, and email address of the property owner
  - B. Nature of the activity proposed to be conducted
  - C. Location of the activity with reference to the NCLWF project number and/or Deed book and page
  - D. Map(s) of sufficient detail to accurately delineate the boundaries of the land proposed to be impacted to carry out the activity, including the location and dimensions of any disturbance associated with the activity. When possible, a GIS shapefile must be submitted
  - E. Explanation of why the plan for this activity cannot be practically accomplished, reduced, or reconfigured to avoid the need to amend the conservation agreement, or alternatively to better minimize disturbance to the conservation area and its identified conservation values
  - F. Plans for any best management practices or restoration practices to be used to control the impacts associated with the activity
  - G. Acknowledgement of receipt of a copy of the NCLWF Conservation Agreement Amendments Policy
- VI. **Notifications** – The following parties will be notified by NCLWF staff at least two (2) weeks before a scheduled Board or committee discussion for Major amendments or staff decision for Minor Amendments:
  - A. The original parties associated with the conservation agreement that is proposed to be amended.
  - B. The contracted easement monitor, when applicable.
  - C. The general public and other interested parties via notice posted to the NCLWF website.

Versions	Revisions
July 10, 2013	Original Effective Date
September 16, 2014	Revised and Adopted
March 9, 2015	Revised and Adopted
September 14, 2016	Revised and Adopted
May 21, 2019	Revised and Adopted