AGENDA

North Carolina Land and Water Fund
Board of Trustees Meeting
February 28, 2023, 1:00 p.m. – 5:00 p.m.

State Archives Building
Third Floor Conference Room
109 E. Jones St. Raleigh, NC 27601

This meeting will also be available to the public by teleconference. Please contact Terri Murray at teresa.murray@ncdcr.gov or 919-707-9400 to request a meeting invitation/call-in number for the meeting.

Board of Trustees:
John Wilson (Chair), Ann Browning, Greer Cawood, Amy Grissom, Renee Kumor, Mike Rusher, Jason Walser, Darrel Williams, 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 you are a guest joining remotely, please mute your audio and turn off your video unless you are called upon to speak**
   e) **Revisions, additions, and adoption of the agenda**

2) **Approval of minutes from the December 2022 board meeting** (Chair)

3) **Secretary's Update** (Reid Wilson)
4) **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) **Construction Contract Extensions** (Steve Bevington)
   Staff will present four requests to extend the deadline for construction contracts per statutory requirement.

2) **2023 Grant Cycle Update** (Will Summer / Marissa Hartzler / Steve Bevington)
   Staff will provide a brief summary of the 2023 grant cycle requests.

3) **Flood Risk Reduction Committee Report** (Chair – Ann Browning)
   Staff will review the funding recommendations of the committee.

4) **Executive Committee Report** (Chair – John Wilson)
   a) **Updates to the "Decision Matrix Policy"** (Will Summer)
      Staff will present a draft of the updated policy.

   b) **Third-party right of enforcement policy** (Marissa Hartzler / Justin Mercer)
      Staff will present a draft of a new policy.

   c) **Improving access to NCLWF funds and benefits** (Will Summer)
      Staff will review the recommendations of the committee.

5) **Acquisition Committee Report** (Chair – Jason Walser)
   a) **Unique Places to Save Scope Change Request** (Marissa Hartzler)
      Staff will present a request for a scope change to grant contract 2020-098 from Unique Places to Save.

   b) **Durham County Conservation Agreement Amendment Request** (Justin Mercer)
      Staff will present a request to amend a dedication under the Nature Preserves Act in Durham County recorded as part of Natural Heritage Trust Fund grants awarded from 2003 to 2006.

   c) **Fletcher Conservation Easement Amendment Request** (Justin Mercer)
      Staff will present a request to amend a conservation easement in Pitt County recorded as part of 2004A-012.

   d) **Reconsideration of Stewardship Costs as Part of the Rating System** (Marissa Hartzler)
      Staff will propose removing the NCLWF line item for deposit into the stewardship endowment from consideration in the rating system.

ADJOURNMENT

Action Item

Staff member: Steve Bevington

Agenda Item 1) Request to extend the date to enter into a construction contract for existing Restoration Program Grants

NCLWF wastewater, stormwater, and restoration construction projects approved after January 1, 2006 are subject to NCGS §113A-254 requiring grant recipients to enter into a construction contract for the project within one year after grant award. The statute states that the award is withdrawn unless the NCLWF Board of Trustees finds that the applicant has good cause for failing to meet this requirement. The statute further states that, if the Trustees find good cause for the failure, they then must set a date by which the grant recipient must take action or forfeit the grant.

The following grant recipient has submitted information summarizing the reasons for their delay in entering into a construction contract and have proposed a new date for doing so.

Project Number & Name	Current Construction Contract Deadline	***Proposed*** Construction Contract Deadline
2021-1002 NCSU – Monitoring Flow Through Wetlands	9/15/22	12/31/23
2021-413 NC DS&WC - UT Jonathan's Creek Dairy Decommission	12/1/22	12/31/23
2020-404 Kernersville - Ivey Redmon Stream Restoration - Phase 2	9/16/21	12/31/23
2020-413 NCCF - MCAS Cherry Point Living Shoreline	9/16/21	12/31/23

Staff recommendation
Staff supports these extensions as each grantee was offered a contract more than six months after the award date and are up to date on progress reports. Both of the 2020 cycle contracts had been capped by NCLWF at $400,000, significantly below requested funds, and so took additional time to secure full funding. Further, COVID-19 has complicated work for all grantees and some delays were inevitable given work conditions this past year.

Board action needed
Approve, amend, or reject the staff recommendation to extend the date to into enter a construction contract as shown in the table above.

Information Item

Staff member: Will Summer, Marissa Hartzler, Steve Bevington

Agenda Item 2) 2023 Grant Cycle Update

On February 15, NCLWF received 143 applications requesting over $98 million. A complete list of applications and requested amounts is attached.

Attachment: 2023 Grant Cycle Application List

2023 North Carolina Land and Water Fund Grant Applications

	# of Apps	Requested $	Total $
Acquisition	102	$ 84,063,507	$ 164,653,508
Restoration	24	$ 13,049,311	$ 32,735,653
Innovative Stormwater	2	$ 488,321	$ 618,506
Planning	15	$ 852,197	$ 1,344,880
Total	**143**	**$ 98,453,336**	**$ 199,352,547**

NCLWF ID	Application Name	Request	Total	County
Acquisition				
2023-001	Blue Ridge Conservancy - Dennis Creek - Yadkin Headwaters Trout Initiative	$2,164,450	$3,880,450	Watauga
2023-002	Blue Ridge Conservancy - Linville Tract - Bluff Mountain Natural Area	$235,293	$429,743	Ashe
2023-003	Blue Ridge Conservancy - TAGM Tract - Three Top Mountain Game Land	$254,670	$487,320	Ashe
2023-004	Conserving Carolina - Big Branch Falls - Little River	$256,230	$356,230	Transylvania
2023-005	Conserving Carolina - Buffalo Creek Park Addition - Hickory Nut Gorge State Trail	$175,460	$300,460	Rutherford
2023-006	Conserving Carolina - Diamond Falls Preserve - Lost Colony Coves Raven Cliffs NA	$949,230	$979,230	Henderson
2023-007	Conserving Carolina - Glen Cannon Falls - Williamson Creek	$462,470	$482,470	Transylvania
2023-008	Conserving Carolina - Gaeser Tract - Grassy Top Mountain	$351,250	$391,250	Henderson
2023-009	Conserving Carolina - Gray Rock Connector - Weed Patch Mountain-Joel Ridge NA	$883,380	$1,708,380	Rutherford
2023-010	Conserving Carolina - Haltermann - Mud Creek Headwaters	$282,270	$312,270	Henderson
2023-011	Conserving Carolina - Hogback Mountain Phase 2 - Big Falls Creek	$286,185	$536,185	Polk
2023-012	Conserving Carolina - Lyda Tract - Bat Fork Headwaters	$64,549	$119,549	Henderson
2023-013	Conserving Carolina - McPhail Tract - Mud Creek Headwaters	$893,020	$1,008,020	Henderson
2023-014	Conserving Carolina - Norman Wilder Forest Addition - Cedar Cliff-Warrior Mountains NA	$258,170	$280,420	Polk
2023-015	Conserving Carolina - Siebenheller Bird Sanctuary - Williamson Creek	$63,285	$73,285	Transylvania

NCLWF ID	Application Name	Request	Total	County
2023-016	Conserving Carolina - The Light Center - Upper Broad River	$773,545	$798,545	Buncombe
2023-017	Conservation Trust for North Carolina - Dugger's Creek Headwaters - Blue Ridge Parkway	$449,589	$501,739	Burke
2023-018	Conservation Trust for North Carolina - Wildacres Expansion - O'Dear Creek	$149,849	$187,149	McDowell
2023-019	Currituck County of - Bennett Wells Tract - Albemarle Sound	$602,600	$1,228,676	Currituck
2023-020	Eno River Association - Kittrell-McAdoo Tract - Sevenmile Creek NA	$228,000	$456,000	Orange
2023-021	Foothills Conservancy of NC - Bergstrom Tract - Celia Creek	$251,460	$335,460	Caldwell
2023-022	Foothills Conservancy of NC - Holler Tract - Armstrong Creek	$507,510	$765,093	McDowell
2023-023	Foothills Conservancy of NC - North Fork First Broad Tracts - Rollins-South Mountains NA	$3,282,065	$4,787,565	Rutherford
2023-024	Foothills Conservancy of NC - Perry Tract - Reedys Fork	$539,310	$1,015,310	Burke
2023-025	Foothills Conservancy of NC - Pinnacle Mountains South - Mike-Pinnacle Mountain NA	$1,793,605	$4,275,605	Rutherford
2023-026	Johnston County - Kat Property - Neuse River	$1,109,250	$1,743,550	Johnston
2023-027	Mainspring Conservation Trust - Cover Falls - Britton Creek	$238,776	$377,576	Cherokee
2023-028	Mainspring Conservation Trust - Dark and Sweetwater Coves - Rich Mountain	$284,800	$722,825	Jackson
2023-029	Mainspring Conservation Trust - Murphy Watershed Phase 2 - Marble Creek	$333,825	$565,825	Cherokee
2023-030	Mainspring Conservation Trust - Onion Mountain Preserve Phase 3	$642,200	$1,253,101	Macon
2023-031	Mainspring Conservation Trust - Watauga Town - Little Tennessee River Valley	$429,415	$824,630	Macon
2023-032	Maggie Valley Sanitary District - Wycle Fork Headwaters	$1,438,050	$2,876,100	Haywood
2023-033	NC Coastal Federation - Trail Extension Tract - North River Wetlands Preserve	$965,191	$1,965,191	Carteret
2023-034	NC Coastal Land Trust - Point Comfort Tract - Chowan River	$189,290	$464,090	Bertie
2023-035	NC Coastal Land Trust - Smith-Sugg Pocosin	$559,590	$1,183,090	Craven
2023-036	NC Coastal Land Trust - Weyerhaeuser Tract Phase 2 - Newport River	$1,088,931	$1,742,431	Carteret

NCLWF ID	Application Name	Request	Total	County
2023-037	NC Division of Parks & Recreation - Batsel Tract - Gorges State Park	$150,000	$304,500	Transylvania
2023-038	NC Division of Parks & Recreation - Kotis Tract - Haw River State Park	$1,026,107	$2,061,614	Guilford
2023-039	NC Division of Parks & Recreation - Mezzy Tract - New River State Park	$264,000	$532,500	Ashe
2023-040	NC Division of Parks & Recreation - Moore Tract - Haw River State Park	$400,000	$806,000	Rockingham
2023-041	NC Division of Parks & Recreation - Peak Tract - Bear Paw State Natural Area	$850,000	$2,984,667	Avery
2023-042	NC Division of Parks & Recreation - Roma Tracts - Mayo River State Park	$1,000,000	$2,006,000	Rockingham
2023-043	NC Division of Parks & Recreation - Scheld Tract - Lake Norman State Park	$850,000	$1,705,500	Iredell
2023-044	NC Division of Parks & Recreation - Schoolfield Trust - Lumber River State Park	$2,850,000	$5,710,200	Robeson
2023-045	NC Division of Parks & Recreation - Waynick Tract - Haw River State Park	$450,000	$918,450	Rockingham
2023-046	NC Division of Parks & Recreation - Woodard Tract - Elk Knob State Park	$750,000	$1,507,000	Ashe
2023-047	NC Wildlife Resources Commission - Jordan Timber Tracts - Sandhills Game Land	$1,000,000	$2,804,000	Scotland
2023-048	NC Wildlife Resources Commission - Upper Reedy Creek Tract - Upper Tar Game Land Complex	$607,500	$1,234,000	Warren
2023-049	NC Wildlife Resources Commission - Vereen Road Tract - Juniper Creek Game Land	$60,420	$134,340	Brunswick
2023-050	Piedmont Land Conservancy - Blaylock Tract - Haw River	$183,950	$223,950	Guilford
2023-051	Piedmont Land Conservancy - Klondike Farm - Grassy Creek	$157,290	$209,040	Surry
2023-052	Piedmont Land Conservancy - Shipley Tract - Sauratown Mountain NA	$834,200	$1,184,200	Stokes
2023-053	Southern Appalachian Highlands Conservancy - Deaverview Mountain	$4,372,130	$8,882,130	Buncombe
2023-054	Southern Appalachian Highlands Conservancy - Lake Eden Preserve - Camp Rockmont NA	$660,210	$2,245,210	Buncombe
2023-055	The Conservation Fund - Bearwallow Knob Slopes - Mount Mitchell State Park	$225,000	$470,775	Yancey
2023-056	The Conservation Fund - Beck Tract - Long Creek Park	$83,250	$153,300	Forsyth

NCLWF ID	Application Name	Request	Total	County
2023-057	The Conservation Fund - Blackstock Ridge - Mount Mitchell State Park	$1,878,000	$3,861,350	Yancey
2023-058	The Conservation Fund - Burleson Branch - Mount Mitchell State Park	$215,000	$354,775	Yancey
2023-059	The Conservation Fund - Callaway Mountain - Future Game Land	$1,370,000	$2,981,000	Yancey
2023-060	The Conservation Fund - Expansion Tracts - Headwaters State Forest	$642,550	$1,285,100	Transylvania
2023-061	The Conservation Fund - Fie Creek - Silver Game Land	$1,018,000	$2,286,550	Haywood
2023-062	The Conservation Fund - Gibson Farm - Caterpillar Creek	$1,508,000	$1,879,526	Orange
2023-063	The Conservation Fund - Jonathan Creek Valley - Maggie Valley	$255,050	$510,100	Haywood
2023-064	The Conservation Fund - Lockville Paddle Access - Deep River	$252,500	$517,725	Chatham
2023-065	The Conservation Fund - Lockwoods Folly River - Nature Preserve	$692,900	$1,374,950	Brunswick
2023-066	The Conservation Fund - North River Tract - Carteret County Game Land	$250,000	$557,100	Carteret
2023-067	The Conservation Fund - Patience Park Expansion - Toe River	$455,000	$1,009,625	Yancey
2023-068	The Conservation Fund - Paynes Branch - Future Game Land	$1,203,000	$2,629,825	Stokes
2023-069	The Conservation Fund - Sledge Forest - Nature Park	$7,100,810	$20,108,910	New Hanover
2023-070	The Conservation Fund - Wilson Creek Preserve - Chapel Hill	$2,200,000	$2,644,026	Orange
2023-071	The Conservation Fund - Winter Star Ridge - Mount Mitchell State Park	$1,755,000	$3,488,800	Yancey
2023-072	The Conservation Fund - Worrells Mill	$52,000	$81,026	Hertford
2023-073	The Conservation Fund - Yates Cove Park - Maggie Valley	$594,550	$1,189,100	Haywood
2023-074	Triangle Land Conservancy - Granite Springs Farm - Dry Creek	$378,125	$988,625	Chatham
2023-075	Triangle Land Conservancy - Kidzu Children's Museum - Morgan Creek Bluffs NA	$1,033,275	$2,081,675	Orange
2023-076	Triangle Land Conservancy - Lake Myra Headwaters Tract	$1,013,270	$2,031,670	Wake
2023-077	Triangle Land Conservancy - Little Governors Creek Forest	$1,044,725	$2,089,725	Lee
2023-078	Triangle Land Conservancy - Midway Forest - Beaver Dam Creek	$391,270	$944,470	Wake
2023-079	Triangle Land Conservancy - Mole Tract - Lick Creek Bottomlands	$1,025,000	$2,099,500	Durham

NCLWF ID	Application Name	Request	Total	County
2023-080	Triangle Land Conservancy - Newsom Tract - Camp Butner	$530,000	$1,550,000	Durham
2023-081	Triangle Land Conservancy - Oaks Phase 4 - Little Creek Bottomlands	$1,429,850	$2,882,350	Durham
2023-082	Triangle Land Conservancy - Rogerson Tract - Little River Galax Bluffs NA	$637,640	$1,042,640	Johnston
2023-083	Triangle Land Conservancy - Selma Town Park - Neuse River	$1,200,000	$2,400,000	Johnston
2023-084	Triangle Land Conservancy - Williamson Meadows - Williamson Nature Preserve	$744,760	$1,878,160	Wake
2023-085	The Nature Conservancy - Beasley Tract - Holly Shelter Game Land NA	$1,662,335	$2,776,735	Pender
2023-086	The Nature Conservancy - Wilhoit Blueberries LLC Tract - Colly Creek	$226,095	$545,195	Bladen
2023-087	The Nature Conservancy - Expansion Tract - Goose Pond Bay Preserve	$61,380	$113,680	Robeson
2023-088	The Nature Conservancy - Smith Jackson Tracts - Sandhills Game Land	$192,989	$389,878	Richmond
2023-089	Tar River Land Conservancy - Edwards Tract - Billy's Creek	$869,925	$1,669,925	Franklin
2023-090	Tar River Land Conservancy - Renuart Tract - Tar River	$722,555	$1,372,555	Granville
2023-091	Tar River Land Conservancy - Webb Tract - Hatchers Run	$90,290	$167,290	Granville
2023-092	Three Rivers Land Trust - Bennett Tract - Arnett Branch	$431,100	$732,100	Montgomery
2023-093	Three Rivers Land Trust - Denton Tract - Big Swamp	$1,194,100	$2,095,100	Robeson
2023-094	Three Rivers Land Trust - Harris Tract - Eastwood Plant Conservation Preserve	$573,100	$684,100	Moore
2023-095	Three Rivers Land Trust - Linderman Tract - Cape Fear River	$311,930	$570,930	Harnett
2023-096	Three Rivers Land Trust - Sharpe Tract - Cheek Creek	$362,000	$813,000	Montgomery
2023-097	Three Rivers Land Trust - Sharpe Tract - Grassy Island	$565,100	$1,226,100	Richmond
2023-098	Three Rivers Land Trust - Sharpe Tract - Toms Branch	$297,240	$648,240	Richmond
2023-099	Three Rivers Land Trust - Sossoman and Daniels Tract - Rocky River	$365,743	$600,743	Cabarrus
2023-100	Three Rivers Land Trust - Steinman Tract - South Yadkin River Tributary	$328,315	$568,230	Davie
2023-101	Unique Places to Save - Massey Chapel - Gum Creek	$1,035,510	$1,640,510	Durham

NCLWF ID	Application Name	Request	Total	County
2023-102	Unique Places to Save - Orton Creek - Boiling Spring Lakes Wetland Complex NA	$3,692,705	$5,798,705	Brunswick
Restoration				
2023-401	Amphibian and Reptile Conservancy - Franklin Wetland - Stream Restoration and Aquatic Passage	$414,920	$639,910	Henderson
2023-402	Blue Ridge RC & D - Cane River - Stream and Floodplain Restoration	$120,000	$199,723	Yancey
2023-403	Conserving Carolina - Three Fish Forest Farm - Floodplain Restoration	$678,209	$878,919	Henderson
2023-404	Conserving Carolina - Kings Bridge - Floodplain Restoration	$675,000	$1,184,520	Henderson
2023-405	Conserving Carolina - Outacite's Retreat - Stream and Floodplain Restoration	$1,128,257	$1,654,853	Transylvania
2023-406	Catawba Lands Conservancy - Upper Forney Creek - Restoration	$1,300,000	$1,478,841	Lincoln
2023-407	City of Charlotte Storm Water Services - Reedy Creek above 485 - Restoration	$750,000	$2,400,000	Mecklenburg
2023-408	Town of Erwin - Porter Park - Restoration	$286,681	$544,681	Harnett
2023-409	Foothills Conservancy of NC - Canoe Creek - Restoration	$336,980	$643,980	Burke
2023-410	Forsyth County - Brushy Fork Creek - Restoration	$320,000	$400,000	Forsyth
2023-411	Town of Madison - Dan River at Highway 704 River Park - Restoration	$350,000	$890,000	Rockingham
2023-412	Mainspring Conservation Trust - Ela Dam Removal - Oconaluftee River	$2,000,000	$14,030,000	Swain
2023-413	Reef System Restoration - Radio Island Rock Jetty	$16,500	$39,000	Carteret
2023-414	Mountain True Inc - Beltram - Hominy Creek - Restoration	$327,780	$382,094	Buncombe
2023-415	NC Coastal Federation - Living Shoreline Cost Share Program 2023	$484,189	$897,302	Carteret
2023-416	New River Conservancy - Boone Creek at Highcountry Temple - Restoration	$259,150	$462,150	Watauga
2023-417	New River Conservancy - South Fork Confluence New River - Restoration	$643,500	$676,000	Watauga
2023-418	New River Conservancy - South Beaver Creek Goodman - Stream and Wetland Restoration	$177,100	$178,100	Ashe
2023-419	New River Conservancy - River Builder 2023	$279,500	$465,500	Ashe

NCLWF ID	Application Name	Request	Total	County
2023-420	Piedmont Conservation Council Inc - Bellevue Branch at Odie Street - Stream Stabilization	$148,675	$193,432	Orange
2023-421	Art Museum Campus - Restoration Design	$117,382	$177,382	Forsyth
2023-422	Triangle Land Conservancy - New Hope Creek in Duke Forest - Restoration	$1,444,863	$3,194,726	Orange
2023-423	The Nature Conservancy - Angola Bay Game Land Phase 2 - Pocosin Wetland Restoration	$637,000	$774,540	Pender
2023-424	Wilkes Soil & Water Conservation District - Long Creek - Restoration	$153,625	$350,000	Wilkes
Innovative Stormwater				
2023-1001	NC State University- Sponsored Programs -	$236,735	$280,814	Wilson
2023-1002	Sound Rivers Inc - Regenerative Stormwater in Riparian Corridor Restoration	$251,586	$337,692	Craven
Planning				
2023-801	Town of Biltmore Forest - Townwide Stormwater and Stream Restoration Plan	$30,000	$60,000	Buncombe
2023-802	Town of Boone - Townwide Stream Assessment	$49,500	$55,500	Watauga
2023-803	Lower New River - Watershed Resiliency Plan	$40,537	$47,557	Onslow
2023-804	Carolina Wetlands Association - Lumbee Cultural Center - Wetland Restoration Plan	$73,000	$79,000	Robeson
2023-805	Carolina Wetlands Association - Parkers Creek - Restoration Plan	$75,000	$81,000	Pitt
2023-806	Eno River Association - Eno River Watershed - Strategic Conservation Plan	$75,000	$224,925	Orange
2023-807	Foothills Conservancy of NC - Innovation Campus - Stream Restoration Plan	$45,000	$85,000	Burke
2023-808	Haw River Assembly - Haw River - Watershed Restoration Plan	$27,860	$33,608	Alamance
2023-809	City of Kings Mountain - Buffalo Creek and Moss Lake - Restoration Study	$75,000	$175,000	Cleveland
2023-810	Mainspring Conservation Trust - King Meadows - Stream and Public Access Assessment	$52,300	$69,300	Graham
2023-811	Mainspring Conservation Trust - Needmore Game Lands - Restoration Feasibility Studies	$50,000	$70,806	Macon

NCLWF ID	Application Name	Request	Total	County
2023-812	New River Conservancy - South Fork New River - Restoration and Conservation Plan	$36,000	$48,000	Ashe
2023-813	RiverLink, Inc. - Crowfields - Sediment and Flood Mitigation Plan	$73,000	$119,884	Buncombe
2023-814	City of Thomasville - Jimmy's Creek - Stormwater Study	$75,000	$90,300	Davidson
2023-815	South Yadkin - Watershed Plan	$75,000	$105,000	Iredell

Action Item

Staff member: Steve Bevington

Agenda Item 3) 2022 Flood Risk Reduction Committee Report

On January 24, the Flood Risk Reduction Committee reviewed 19 flood risk reduction applications and made the following recommendation for awarding $15 million in funds.

Committee recommendation
The committee recommends that:

1) The award for each individual Flood Risk Reduction project is not to exceed $2,000,000.

2) The 15 highest-scoring projects be funded at up to their requested amount, or up to $2,000,000, if their requested amount is greater than $2,000,000.

3) Project 2022-FRR29 - Maysville - Maple Street Green Stormwater Improvement, be funded at up to the request of $236,000 regardless of score order.

4) Project 2022-FRR61 - Whiteville - Whiteville Stormwater Park, be funded at up to the remainder of available funds of $628,786.

A summary of recommended awards appears below.

	Project Number - Grantee Name - Project Name	**Amount Awarded**
1	2022-FRR20 - HWA - Upper Pigeon River Flood Mitigation Planning	$2,000,000
2	2022-FRR01 - DSWC - Automated Water Management to Reduce Flooding and Restore Wetland Hydrology in the Cape Fear	$110,000
3	2022-FRR24 - Hendersonville - Mud Creek Flood Risk Reduction	$1,120,929
4	2022-FRR48 - TNC - Restoring Former Ag Land in the Cape Fear River Basin	$495,000
5	2022-FRR28 - Lumberton - Lumberton Loop Five Mile Branch and Saddletree Swamp Confluence	$2,000,000
6	2022-FRR03 - NCSU - Caswell Farm Water Farming Demonstration and Research Project	$571,633
7	2022-FRR35 - NCCF - Newport River Restoration Initiative Phase II	$1,600,000
8	2022-FRR12 - Durham - South Ellerbe Restoration Project	$1,000,000

9	2022-FRR16 - NCSU DFER - Hofmann Forest Water Farming Demonstration and Research Project	$383,191
10	2022-FRR34 - NRC - Boone Creek Peacock Lot	$789,960
11	2022-FRR07 - Buncombe County - Buncombe County Flood Prevention and Conservation Plan	$1,008,500
12	2022-FRR26 - Kinston - Adkin Branch Flood Mitigation Phase I Construction	$2,000,000
13	2022-FRR42 - Seven Springs - Town of Seven Springs Restoration	$380,001
14	2022-FRR44 - TCF - Cherry Hospital Floodprint	$176,000
15	2022-FRR30 - CMSWS - Barlowe Road Flood Mitigation and Water Quality Improvement Project	$500,000
16	2022-FRR29 - Maysville - Maple Street Green Stormwater Improvement Project	$236,000
17	2022-FRR61 - Whiteville - Whiteville Stormwater Park	$628,786
	Total	**$15,000,000**

Board action needed

Approve, deny, or amend the committee recommendation.

Action Item

Staff member: Will Summer, Marissa Hartzler, Steve Bevington

Agenda Item 4a) Updates to the Decision Matrix Policy

Background
Prior to 2007, NCLWF held two grant cycles each year and the board met monthly. When there was an occasional request for a project or budget modification, meetings were frequent enough that there weren't delays. When NCLWF transitioned to an annual grant cycle with only quarterly business meetings, it became necessary to establish a process to review these requests in a timely fashion. The board authorized staff and the chair to approve certain adjustments that did not require additional funds and were modest in scope. The process was refined over the years and codified into our policy manual in 2014 (excerpt attached on the following page).

The Executive Committee met twice and reviewed staff recommendations and approved a revised policy. Here is a summary of the changes:

- Rename the policy: "Project Change Requests and Delegation of Decision Authority"
- Remove the "Decision Matrix" spreadsheet from the policy
- Confirm that positive changes do not require formal approval
- Delegate minor changes (<5%) to program managers
- Clarify the role of a changed project score in the approval
- Clarify definition of a "new budget line item"

The new policy draft and current policy are attached.

Committee recommendation
The committee recommends the policy be approved as rewritten in the attached. Due to the substantial change in the policy format, changes were not tracked, but the current version of the policy is attached for reference.

Board action needed
Approve, deny, or amend the committee recommendation.

Attachment(s): "MPP-002 Project Change Requests and Delegation of Decision Authority" policy DRAFT, "MPP-002 Decision Matrix" policy (current version)

Multiple Program Policies:

Project Change Requests and Delegation of Decision Authority (MPP-002)

Background: Changes in some projects between initial NCLWF Board approval and completion are common and often acceptable. Bringing every minor change request back to the full Board would unnecessarily delay implementation. Through the following guidelines, the Board has delegated some authority to review and approve certain changes to staff and the Board Chair.

Policy:

Project change requests that provide additional benefit to NCLWF at no additional cost to NCLWF do not require approval beyond staff level. With exception to the specific conditions described below, any change to project scope, deliverables, or cost that would diminish project outcomes shall be brought back to the Board for consideration. NCLWF staff or Board Chair may elect to bring a request before the full Board for any reason regardless of the delegation described below.

<u>Change Metrics</u>

The follow metrics will be calculated for any requested project change where applicable to the program. Percentage changes will be calculated based on the change divided by the original value.

- Percent change in NCLWF cost per acre or linear foot
- Percent change in total project scope (i.e., acres or linear feet)
- Percent change in match
- Change in project score (e.g., resource or matching funds)

<u>Delegations</u>

Program Managers

Review and approval of the following changes are delegated to the NCLWF Program Managers:

- All budget reallocations within the Donated Mini-Grant Program, including reduction of match provided the final match is greater than or equal to the NCLWF award
- Reallocation of less than 10% of the total NCLWF award to other standard project budget line items

- Any change to project scope, deliverables, or cost of less than 5% in the relevant metrics provided such change does not result in a decrease in score lower than the lowest funded project in the same grant cycle
- Projects that, at close out, were completed with a reduction in scope and a proportional reduction in NCLWF costs and does not disproportionately change the expected benefit of the project (e.g., public access)

Executive Director

Review and approval of the following changes are delegated to the NCLWF Executive Director:

- Reallocation of between 10% and 20% of the total NCLWF award to other standard project budget line items
- Any change to project scope, deliverables, or cost of between 5% and 10% in the relevant metrics provided such change does not result in a decrease in score lower than the lowest funded in the same grant cycle
- Change in conservation strategy that does not reduce public benefit (e.g., switching from conservation easement to determinable conservation easement)
- Addition of standard reserved rights

Board Chair

Review and approval of the following changes are delegated to the NCLWF Board Chair:

- Reallocation of more than 20% of the total NCLWF award to other standard project budget line items, up to $100,000
- Any change to project scope, deliverables, or cost of between 10% and 25% in the relevant metrics
- Any change to project scope, deliverables, or cost that results in a decrease of score lower than the lowest project funded in the same grant cycle
- Any change that adds a new, non-standard project budget line item
- Addition of non-standard reserved rights that are traditionally approved at the time of award

Documentation

NCLWF staff is responsible for maintaining documentation of any calculations and decisions made under these guidelines. Any changes made at the Board Chair level will be reported to the Board at its next meeting.

Multiple Program Policies:

Decision Matrix (MPP-002)

Background: To clarify at which level (staff, chairman, or board) a decision concerning a project may be made. The Decision Matrix does not determine the decision but considers the degree of change being requested in assigning the decision to staff, chairman, or board level.

The current Decision Matrix form is found on the following two pages.

Effective Date

Versions	Revisions
November 10, 2008	Original Effective Date
February 10, 2014	Revised and Adopted

DECISION MATRIX EVALUATION WORKSHEET

Project Number:	Project Name:		Date of Request:	
	REQUIRED APPROVALS			
Criteria	**CWMTF Staff**	**Chairman**	**Full Board**	**Requested Change**
Increase in CWMTF funds Grant Funds Available: **YES** **NO** Verified by Administrative Officer:	$0	0% to 25%, but not to exceed $100,000	>25% or over $100,000	
Change in scope outputs*	up to 10%	10% to 25%	> 25%	
Decrease in match % (Calculations page 2) **	up to 10%	10% to 25%	> 25%	
Change in unit cost (for example, $/acre, $/LF, $/gal)	up to 10%	10% to 25%	> 25%	
Within budget reallocation of funds **without** adding a new budget line item and no loss of outputs*	10% to 20% of total CWMTF award reallocated to any one line item **OR** if > $100,000 reallocated to any one line item*	More than 20% of total CWMTF award reallocated to any one line item		
Within budget reallocation of funds **with** adding a new budget line item and no loss of outputs*			Any request that adds a new budget line item	
Withdrawal of Any Funded Project or Minigrant	Any Withdrawal Request			
If Request requires Full Board Approval, please enter the date of the Board meeting for which the request will be considered.				

Explanation of request and impacts to natural or cultural resources (Attach request, original budget and revised budget).

Program Staff Recommendation:

	Printed Name	Requisite Signature	Date
Approvals:			
CWMTF Staff			
Deputy Director			
Executive Director			
Chairman			

The Board should consider grant reductions that accompany a decrease in scope, even if the unit cost remains the same. Reductions that are due to lower construction bids than budgeted can be processed by Staff.

*The following budget reallocations and match reduction can be approved and processed by the Project Managers without submitting a decision matrix evaluation form.

1) For donated easement minigrants:
   a) Any budget reallocations
   b) Shift of funds to a previously used eligible line item on the application template
   c) A reduction of match that still meets the minimum requirement. Reductions that do not meet the minimum match requirement must go to the Chairman for approval.
2) For all project types other than minigrants (M,D,S), less than 10% of the total CWMTF award reallocated to any one line item up to $100,000 reallocated to any one line item.

**On 10/11/10, the Board gave the Chairman and R/S/G Co-Chairs the authority to approve match reductions when the tax card value (or appraisal) is less than the amount in the project budget for easement value.

Page 1 of 2

DECISION MATRIX EVALUATION WORKSHEET

Decrease in Match Calculations

		Percentage Contract
CWMTF Contract Amount	$0.00	
Match Contract Amount	$0.00	
Total	$0.00	
		Percentage Actual
CWMTF Actual Pay-Out	$0.00	
Match Actual Pay-Out	$0.00	
	$0.00	
		Percent Change

Additional Comments:

Staff Level Revisions	Chairman Level Revisions	Board Level Revisions
Revised 2-10-14 to reflect 2014 board review; and remove reference to minigrant programs no longer funded	**Revised 2-10-14** to reflect 2014 review of decision matrix; reorganization of Board; % change clarification; and allow new line item reallocation.	**Revised 11-21-08** to clarify matching decrease calculation.
Revised 11-21-08 to clarify matching decrease calculation.	**Revised 11-21-08** to reflect Nov 2008 Board decision on admin costs.	**Revised 11-5-09** to change titles of Deputy Directors to match Sept 09 reorganization.
Revised 1-7-09 to add Note #2.	**Revised 11-21-08** to clarify matching decrease calculation.	**Revised 12-15-2010** to add Chairman/Co-Chair approval of
Revised 1-22-09 to add Note #3.	**Revised 11-5-09** to change titles of Deputy Directors to match Sept 09 reorganization.	**Revised 7-12-11** to remove Deputy Director for Acquistions.
Revised 11-5-09 to change titles of Deputy Directors to match Sept 09 reorganization.	**Revised 12-15-2010** to add Chairman/Co-Chair approval of restoration & stormwater match reductions due to lower easement values than expected (based on Oct 11, 2010	**Revised 1-9-13** to clarify need for Board approval to reduce grant if other than related to construction bids.
Revised 7-12-11 to remove Deputy Director for Acquisitions.	**Revised 7-12-11** to remove Deputy Director for Acquistions.	
Revised 2-10-2015 Update worksheet		

Page 2 of 2

Action Item

Staff member: Marissa Hartzler, Justin Mercer

Agenda Item 4b) Third-Party Right of Enforcement

Background
A long-standing practice of the North Carolina Land and Water Fund has been the requirement for grant recipients across funding programs to provide for third-party right of enforcement for the State in donated and/or matching conservation agreements. This includes conservation easements held by local governments and nonprofit land trusts and declarations of covenants and restrictions. This right of enforcement allows the State the independent right to enforce the terms of the conservation agreement if the holder of the conservation agreement fails to do so.

The Executive Committee met twice and reviewed staff recommendations to define the roles and responsibilities for exercising third-party right of enforcement on these agreements via a policy. The policy draft is attached.

Committee recommendation
The committee recommends the new policy be approved as written in the attached.

Board action needed
Approve, deny, or amend the committee recommendation.

Attachment: STW-008 Third-Party Right of Enforcement policy DRAFT

Stewardship Program Policies:

Third-Party Right of Enforcement Policy (STW-008)

Background: A long-standing practice of the North Carolina Land and Water Fund has been the requirement for grant recipients across funding programs to provide for third-party right of enforcement for the State in donated and/or matching conservation agreements. This includes conservation easements held by local governments and nonprofit land trusts and declarations of covenants and restrictions. This right of enforcement allows the State the independent right to enforce the terms of the conservation agreement if the holder of the conservation agreement fails to do so.

The purpose of this policy is to define the roles and responsibilities for exercising third-party right of enforcement of these agreements.

Policy:

1. It is the requirement and expectation of the NCLWF that the holder of a conservation agreement recorded as part of a NCLWF grant award enforce the terms of the conservation agreement in perpetuity through any and all means and authorities under law or equity.

2. The NCLWF reserves the right, but is not obligated, to exercise its third-party right of enforcement if it determines that the conservation agreement holder has failed to enforce the terms of the conservation agreement. Non-enforcement with respect to a violation shall not constitute a waiver of the State's third-party right to enforce against the violation or any other violation in the future.

3. If NCLWF staff, in consultation with Department of Natural and Cultural Resources legal counsel, determines that the State should exercise its third-party right of enforcement, staff will follow the procedures established in the NCWLF's Conservation Agreement Enforcement Policy (STW-007) to assess the severity of violation and the possible actions for addressing the violation.

Action Item

Staff member: Will Summer

Agenda Item 4c) Improving access to NCLWF funds and benefits

Background
The work we do provides a variety of environmental and social benefits to the nearby residents, such as clean air, clean water, and recreational opportunities. Our funds are available to any North Carolina community represented by an eligible applicant, though many lack the resources and means to apply and be competitive. Many granting organizations are actively working to remove barriers and level the playing field to ensure access to their programs. NCLWF has long considered community need in certain circumstances via county tier system and in project-by-project decision making. However, a more deliberate approach may send a stronger signal to encourage potential applicants to invest their time and to focus our current partners to look within their service areas for opportunities to do more to promote environmental equity.

At the direction of the Executive Committee, staff has explored the efforts of other programs and has worked with our division's Diversity, Equity and Inclusion Committee to come up with recommendations for the committee to consider. Staff reported that that they will act administratively on the recommendation to target preapplication outreach to underserved communities and evaluate additional strategies such as translation of outreach materials. The committee reviewed three additional strategies and their recommendations follow.

Committee recommendation
The Executive Committee and staff recommend that the Board:

- Assign each program committee with developing a recommendation to the full Board for adding points in the rating system to projects that demonstrate impact/engagement in underserved communities.
- Assign each program committee with developing a recommendation to the full Board for providing an alternative scoring structure for all or some of the matching points in the rating system.
- Commit the Executive Committee to consider reserving funds during the annual allocation for projects that benefit underserved communities.

Committees will work with staff to identify appropriate tool(s) to determine what will qualify as an "underserved community" for the purpose of our scoring system.

Board action needed
Approve, deny, or amend the committee recommendation.

Action Item

Staff member: Marissa Hartzler

Agenda Item 5a) Unique Places to Save Scope Revision Request

Background

At the November 2022 Acquisition Committee meeting, the Committee heard a request from Unique Places to Save (UPTS) on the 2020-098 Ramseur Dam project, awarded for the purchase and protection of approximately 4.06 acres along the Deep River in Randolph County.

UPTS requested to increase the scope of the project, purchasing the entire 9.7 acres for $35,700, with a bargain sale of $6,300, recording a declaration of covenants and restrictions on the entire 9.7 acres, with third-party rights of enforcement to the State. At its current condition, the Deep River is non-navigable due in part to an existing dam. A proposed, although not yet permitted dam removal may increase the dry land at the site which could be protected by inclusion in the project and declaration of covenants and restrictions. The proposed scope and budget changes do not result in a change to the project score, and even discounting the additional potential dry acreage to be protected, this proposal results in a decrease in unit cost of 46%.

A motion to approve the staff recommendation to change the scope of the contract to allow for the acquisition of up to 9.7 acres at a total NCLWF contribution not to exceed $48,200 was passed with four affirmative votes and one abstention. At the December 2022 Board Meeting, the motion from the Acquisition Committee was tabled pending discussion regarding a potential assignment of the right to remove the dam to the Town of Ramseur and an update on a NOAA grant application for dam removal.

Since the Board Meeting, UPTS has informed NCLWF staff that the pending grant has been awarded, and the Ramseur Dam is one of three dams targeted for outreach, modeling, permitting, removal, restoration, and monitoring through that grant. In addition, they have been in talks with their dam removal contractor, RES, to negotiate a 10-year no-cost assignment of the rights to the dam to the Town of Ramseur or its assigns. The resulting MOU will be reviewed by all parties, including DNCR legal counsel as part of standard closing review.

Committee recommendation
Amend the November 2022 motion to allow for the acquisition of up to 9.7 acres at a total NCLWF contribution not to exceed $48,200 provided that the rights to the dam are subject to a no-cost assignment to the Town of Ramseur or its assigns should the removal not be completed by 2033.

Board action needed

Approve, deny, or amend the committee recommendation.

Attachments: map, budget

Original project map, 2020

Acquisition Decision Matrix Calculator

Project Number: **2020-098** **Project Name:** **UPTS Ramseur Dam**

Overall Proposed Impacts to Score		
	Points	**Notes**
Original Score	72	
Change in Scope	0	
Change in Budget	0	
Proposed Change	72	
Lowest Funded	74	*This project was advanced onto the provisional list due to public access potential

Scope Outputs	
	Acres
Original	4.06
Proposed	9.7

Unit Costs			
	Total Project Cost	**Acres**	**Cost/Acre**
Original	$ 127,500	4.06	$ 31,404
Proposed	$ 69,500	9.7	$ 7,165

Change in Scope Output (acres)	**138.92%**

Change in Unit Costs	**-77.18%**

Original Budget			
Item	**NCLWF Grant Amount**	**Matching Funds**	**Total Project Cost**
Acquisition	$ 75,000	$ 25,000	$ 100,000
Transaction Costs	$ 10,000	$ 15,000	$ 25,000
Stewardship	$ -	$ -	$ -
Property Management	$ -	$ -	$ -
Contract Administration	$ 2,500	$ -	$ 2,500
Total	$ 87,500	$ 40,000	$ 127,500
Funding Percentages	68.63%	31.37%	100%

Proposed Budget			
Item	**NCLWF Grant Amount**	**Matching Funds**	**Total Project Cost**
Acquisition	$ 35,700	$ 6,300	$ 42,000
Transaction Costs	$ 10,000	$ 15,000	$ 25,000
Stewardship	$ -	$ -	$ -
Property Management	$ -	$ -	$ -
Contract Administration	$ 2,500	$ -	$ 2,500
Total	$ 48,200	$ 21,300	$ 69,500
Funding Percentages	69.35%	30.65%	100%

Change in Match Percentage	**-2.31%**

Is there a change to matching resource sources? Yes

Original Matching Resources Scoring					
Line Item	**Source**	**Amount**	**Percent**	**Multiplier**	**Points**
Bargain sale	Private funds	$ 25,000	20%	0.22	4.314
Private funds	Private funds	$ 15,000	12%	0.22	2.588
Total	-	$ 40,000	-	-	7

Proposed Matching Resources Scoring					
Line Item	**Source**	**Amount**	**Percent**	**Multiplier**	**Points**
Bargain sale	Private funds	$ 6,300	9%	0.22	1.994
Private funds	Private funds	$ 15,000	22%	0.22	4.748
Total	-	$ 21,300	-	-	7

Change in Matching Resources Score	**0**

Action Item

Staff member: Justin Mercer

Agenda Item 5b) Durham County Conservation Agreement Amendment Request

Durham County requests amendment of the dedication agreement protecting the Eno River Diabase Sill Plant Conservation Preserve to facilitate installation of a new sewer line.

Background

Between 2003 and 2006 the Natural Heritage Trust Fund (NHTF) awarded three grants totaling $1,147,850 to the Eno River Association for the purchase of approximately 191 acres transferred to the State, to be managed by the North Carolina Plant Conservation Program (PCP). In 2010, qualifying portions of the Eno River Diabase Sill Plant Conservation Preserve were dedicated under the Nature Preserves Act. As the de facto successor trust fund after the dissolution of the NHTF in 2013, the decision to amend this dedication lies in part with the NCLWF board.

In late 2022, the PCP notified the Natural Heritage Program (NHP) of the intent of Durham County to acquire a 0.369-acre permanent easement for subterranean utility right-of-way and a 0.58-acre temporary construction easement to install a new 20” force main along Snow Hill Road through dedicated primary area. The new force main will connect to a pump station on Snow Hill Road near the Durham Technical Community College and travel south to a pump station near the Eno River. This new force main will replace a portion of an existing aging and undersized force main.

NHP staff interprets that the dedication must be amended to facilitate this project, but the project will not require that any area be removed from dedication. On February 1, 2023, the Natural Heritage Advisory Committee (NHAC) met and discussed this request. Committee members voted unanimously to accept the proposal to amend the dedication to add the right to allow the subterranean utility easement and the temporary construction easement.

Committee recommendation

The committee recommends that the Board approve the amendment request to facilitate the subterranean sewer easement and temporary construction easement without compensation.

Board action needed

Approve, deny, or amend the committee recommendation.

Attachments: Request packet, excerpt from NHAC meeting minutes, and the NCLWF Conservation Agreement Amendment Policy.

Hazen and Sawyer
4011 Westchase Blvd., Ste. 500
Raleigh, NC 27607

February 3, 2023

Mr. Justin Mercer
Stewardship Manager
Division of Land and Water Stewardship
NC Department of Natural and Cultural Resources
121 W Jones St., MSC 1651
Raleigh, NC 27699

Re: Snow Hill Road Pump Station Force Main – Request to Cross DMS Easement
Durham County, North Carolina

Dear Mr. Mercer:

On behalf of the Durham County Department of Engineering and Environmental Services (Durham County), we respectfully submit this request to approve the construction of the Snow Hill Road Force Main Project within a DMS easement.

The Snow Hill Force Main is a 15,000 linear foot pipeline connecting the newly built Snow Hill Pump Station (SHRPS) with the Eno Pump Station. From the Eno Pump Statin flow is conveyed to the North Durham Water Reclamation Facility. The SHRPS and force main are funded by Durham County but will be owned and operated by the City of Durham. The new 20-inch force main parallels the route of the existing 12-inch force main that served the replaced SHRPS. The force main runs along Snow Hill Road and turns east before reaching Snow Valley Road to head towards the Eno Pump Station. Crossing of the existing DMS Easement are proposed to occur during the Horizontal Directional Drilling (HDD) under the Eno River.

1. Purpose and Need of Project

Durham County has experienced growth in the industrial and residential sectors within the Snow Hill Basin, causing existing wastewater pump stations to near their pumping capacities. The Snow Hill Road Pump Station and Force Main Project provides a much-needed expansion of the sewer infrastructure capacity in Durham County to sustain existing and future growth. This project replaced the existing SHRPS with a new SHRPS, increasing its pumping capacity from 1.6 MGD to approximately 8.6 MGD. For the SHRPS to convey this new flow, the existing 12-inch force main needs to be upsized to 20-inches.

At the river crossings, the force main will transition from 20-inch ductile iron pipe (DIP) to 24-inch high density polyethylene pipe (HDPE). This is because HDPE is suited better for HDD since it has fusible joints. The size increase in the pipe is due to HDPE having a larger wall thickness, resulting in an outer diameter of 24-inch to achieve an inside diameter of 20-inch. The HDD installation method for this portion of the force main was selected to minimize the disturbance to the Eno River and the surrounding area. HDD is a trenchless installation with minimal excavations required only at each end of the installation.

2. Proposed Impacts to the Conservation Easement

Part of the proposed force main route includes a necessary crossing of the Eno River that occurs near the state property located at 1718 Infinity Road, shown in **Easement Exhibit Parcel 17**, which is part of the Permanent Conservation Easement (PCE). The proposed route will result in temporary impacts to the PCE to make way for the pullback operations of the horizontal directional drilling across the river. The force main will require a subterranean utility easement (SUE). The subterranean easement is a 30'x15' protected easement centered on the force main. It does not provide surface access or any other restrictions at the surface. The start of the restricted area of the subterranean easement within the property varies between 33 feet and 68 feet below the existing grade. The SUE is identified in red on Sheet C12 and C13 of the plan sheets enclosed in this letter.

Two other state properties, located at 5717 Wanderlust Lane and 5723 Wanderlust Lane, shown in **Easement Exhibits Parcel 18 and 19**, will also be impacted by a Temporary Construction Easement (TCE). Impacts on these properties will only occur during construction and will be restored to existing conditions upon completion of the project. These easements are also identified in red on Sheet C11 enclosed in this letter.

3. Proposed Impacts to Mitigation Assets

No impacts to stream or wetland mitigation assets will occur during the construction of the force main as a result of the implementation of the trenchless installation method

4. Avoidance and Mitigation Measures

Open-cutting through the Eno River in lieu of the HDD was initially considered to avoid any impact on the PCE. This option however was ruled out due to the direct and indirect impacts a trench through the river would have on the aquatic ecosystem and structure of the river. Open-cut installation also presented constructability issues because of the presence of an island adjacent to the river crossing point. An HDD (trenchless) construction through the Eno River and the surrounding area was found to be the least environmentally impactful option. **Figure 1** shows a layout of the open cut alternative.

During pipe pullback operations for horizontal directional drilling, a minimum of 200 feet of straight pipe is required to enter the borehole before curving the HDPE pipe to follow the force main alignment. In **Figure 2**, the fused HDPE for pipe pullback is shown as a dashed line for all design alternatives.

Figure 3 shows the original design alignment in blue, which had the HDD Exit Point at Sta 78+00 and transition coupling at Sta 79+00. During design review, the City of Durham requested that the transition coupling be moved to Sta 77+00 to avoid construction and installation of this coupling within the hill. Given HDD geometry constraints, moving the transition coupling to Sta 77+00 moves the HDD Exit Point to Sta 76+60. To keep 200 feet of straight pipe for pipe pullback, this pushed the fused pipe layout further east, requiring additional LOD. This modified alignment also assumed a tighter curve in the fused HDPE. While this minimized the additional LOD required, a tighter curve resulted in increased pullback force and associated increased construction risk.

Hazen proposed a compromise to the City of Durham to shift the transition coupling further east out of the hill while keeping the fused pipe radius as originally designed to reduce construction risk. This alignment, which was adopted for the final design, is shown in purple. Additional LOD was required to accommodate this design change. The design change will also not cause an surface disturbances within the SUE area.

Full avoidance of the conservation easement is not feasbale for the force main. To avoid crossing beneath the restricted property, the alignment must shift to the south as shown in **Figure 4**. Given HDD geometry constraints in the subsurface geology, curve radii are limited to a minimum of 1200 feet. Implementation of these design constraints results in an alignment that crosses beneath 7 private properties and several structures.

5. Vicinity Map

A vicinity map can be found on **Figure 5** showing the force main route crossing the PCE properties.

6. Supporting Documents (Enclosed)

- Easement Exhibits for impacted properties. Easement Exhibit Parcel 17, 18, and 19.
- Open Cut Alternative. Figure 1
- HDD crossing pullback map, Figure 2.
- HDD Profile. Figure 3.
- Alternative crossings map. Figure 4.
- Project vicinity map. Figure 5.
- Force Main Route Plan Sheets.

7. Remediation Plan for Temporary Easement Impacts

After completion of the HDD and force main installation, areas with the TCE will be restored by placing topsoil over all disturbed areas. The surface will then be seeded for permanent grass using the hydraulic seeding method. The Contractor will be responsible for the satisfactory growth of grass for a period of one year after project completion.

Please don't hestitate to contact me should you have any questions or concerns related to this letter or encloseures.

Very truly yours,

Brian Porter, PE
Senior Associate, Hazen and Sawyer

cc: Faris Matar, PE – Hazen and Sawyer
Vince Chirichella, PE – Durham County
Nancy Mitchell – Durham County
Davis Riser, PE – Wharton Smith
Brandon Campbell – Wharton Smith
Matt Starling – OR Colan
Seneca Fritts – OR Colan

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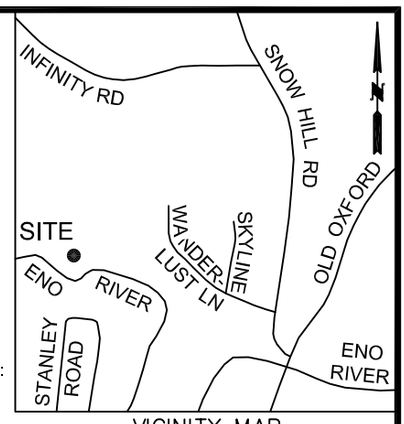
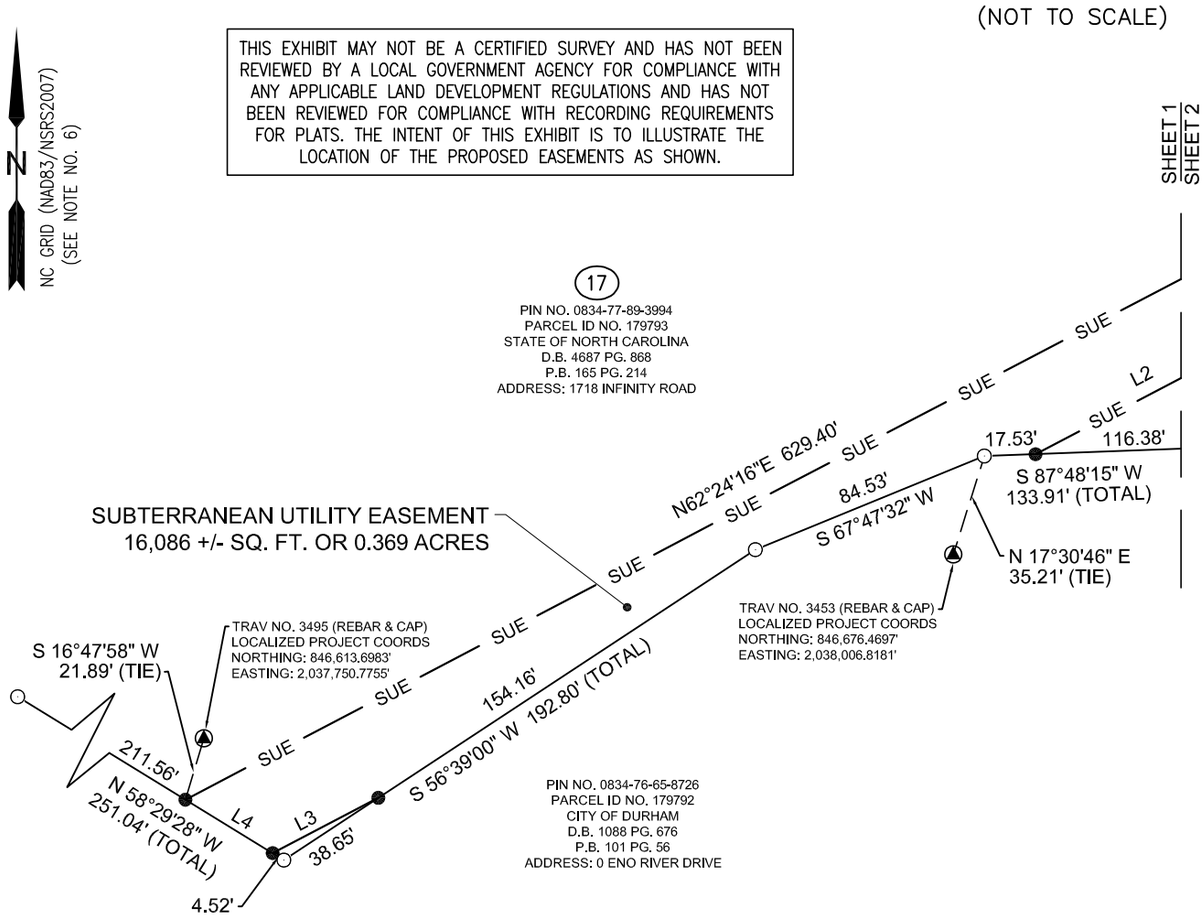
1. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
2. THIS SURVEY IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE TITLE OPINION AND THEREFORE DOES NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.
3. PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND AGREEMENTS, IF ANY, AS THE SAME MAY APPEAR IN PUBLIC RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES.
4. THIS MAP DEPICTS THE PROPERTIES INVOLVED FOR THE SNOW HILL FORCE MAIN PROJECT. PROPERTY LINES AND EASEMENT LINES WERE DRAWN OR PLOTTED FROM EXISTING FIELD TIES BY USING THE CURRENTLY REFERENCED DEED AND PLAT REFERENCES. THE PARCELS AS SHOWN ARE NOT CONSIDERED TO BE BOUNDARY SURVEYS AND ARE SHOWN FOR REFERENCE PURPOSES ONLY. PHYSICAL IMPROVEMENTS, UTILITIES, AND OTHER SURFACE OR SUB-SURFACE FEATURES MAY EXIST WHICH ARE NOT SHOWN.
5. NO DETERMINATION BY THE SURVEYOR AS TO THE EXISTENCE OF THE FOLLOWING: UNDERGROUND UTILITIES, CEMETERIES OR BURIAL GROUNDS OR OTHER FEATURES THAT ARE NOT SHOWN.
6. THE LOCALIZED PROJECT COORDINATES AS SHOWN WERE DERIVED BY USING THE NC RTK NETWORK USING A TOPCON HIPER II DUAL FREQUENCY GPS UNIT. THE HORIZONTAL DATUM IS NC GRID (NAD83/NSRS2007) AND THE COORDINATES AS SHOWN ARE EXPRESSED IN US SURVEY FEET. HORIZONTAL COORDINATE VALUES HAVE A POSITIONAL ACCURACY OF 0.08 FEET. THE COORDINATES AS SHOWN WERE LOCALIZED USING A COMBINED SCALE FACTOR OF 0.999967245 HOLDING GPS POINT NO. 4 AS THE POINT OF LOCALIZATION. THE NC GRID (NAD83/NSRS2007) COORDINATES FOR GPS POINT NO. 4 ARE AS FOLLOWS; NORTHING: 847,407.99' AND EASTING: 2,039,033.72.



VICINITY MAP
(NOT TO SCALE)

THIS EXHIBIT MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS. THE INTENT OF THIS EXHIBIT IS TO ILLUSTRATE THE LOCATION OF THE PROPOSED EASEMENTS AS SHOWN.



LINE	BEARING	DISTANCE
L1	S 07°20'28" W	36.59'
L2	S 62°24'16" W	296.35'
L3	S 62°24'16" W	40.77'
L4	N 58°29'28" W	34.96'

LEGEND

- CONTROL POINT REBAR & CAP
- EXISTING PROPERTY CORNER
- COMPUTED POINT
- 12" BRIDGE SPIKE SET
- R/W — EXISTING RIGHT-OF-WAY
- PROPERTY LINE SURVEYED
- PROPERTY LINE FROM RECORDS
- EXISTING EASEMENT
- SUE — SUBTERRANEAN UTILITY EASEMENT

NORTH CAROLINA PROFESSIONAL L-3994 LAND SURVEYOR JEFFREY S. COATS

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, JEFFREY S. COATS, CERTIFY THAT THIS EXHIBIT WAS DRAWN UNDER MY SUPERVISION FROM INFORMATION TAKEN FROM EXHIBITS PREPARED BY CH ENGINEERING AND FROM RECORDED DOCUMENTS AS REFERENCED; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 23RD DAY OF JANUARY, 2023.

DocuSigned by:
Jeffrey S. Coats 1/23/2023
98CCA5D51C8E4B4...
JEFFREY S. COATS, PLS NC L-3994

REVISED 01/23/2023:
CHANGED PUE TO SUE

0 60' 120'
SCALE 1" = 60 FEET

CH ENGINEERING
3220 GLEN ROYAL RD. RALEIGH, NC 27617
TEL. (919) 788-0224 FAX (919) 788-0232
CORPORATE LICENSE # P-0189

EASEMENT EXHIBIT PREPARED FOR
DURHAM COUNTY
ON THE PROPERTY OF
THE STATE OF NORTH CAROLINA
DURHAM COUNTY - LEBANON TOWNSHIP - NORTH CAROLINA
DECEMBER 05, 2022 SCALE 1" = 60'

FILE: THE STATE OF NORTH CAROLINA PARCEL 17

DocuSign Envelope ID: F5C1BFB8-E89C-4DBD-AE12-FCA5867B8824

1. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
2. THIS SURVEY IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE TITLE OPINION AND THEREFORE DOES NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.
3. PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND AGREEMENTS, IF ANY, AS THE SAME MAY APPEAR IN PUBLIC RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES.
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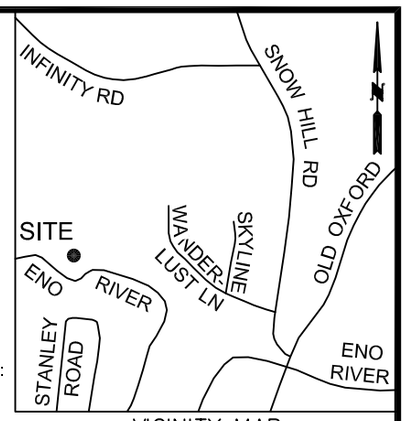
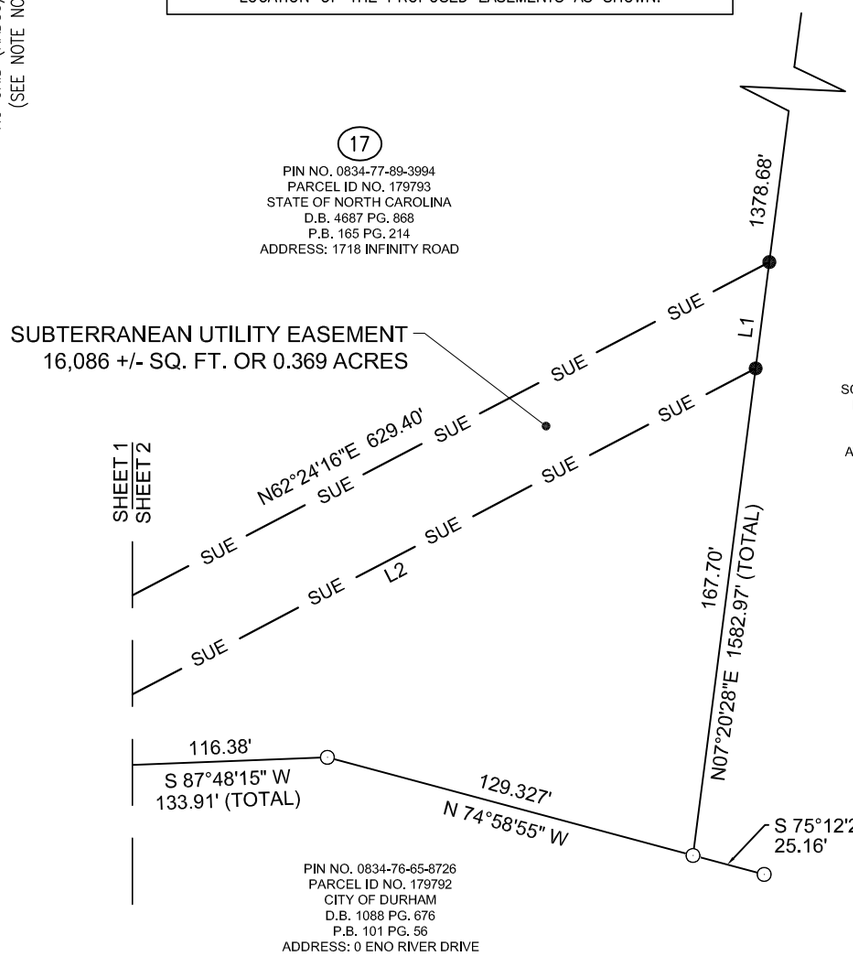
5. NO DETERMINATION BY THE SURVEYOR AS TO THE EXISTENCE OF THE FOLLOWING: UNDERGROUND UTILITIES, CEMETERIES OR BURIAL GROUNDS OR OTHER FEATURES THAT ARE NOT SHOWN.
6. THE LOCALIZED PROJECT COORDINATES AS SHOWN WERE DERIVED BY USING THE NC RTK NETWORK USING A TOPCON HIPER II DUAL FREQUENCY GPS UNIT. THE HORIZONTAL DATUM IS NC GRID (NAD83/NSRS2007) AND THE COORDINATES AS SHOWN ARE EXPRESSED IN US SURVEY FEET. HORIZONTAL COORDINATE VALUES HAVE A POSITIONAL ACCURACY OF 0.08 FEET. THE COORDINATES AS SHOWN WERE LOCALIZED USING A COMBINED SCALE FACTOR OF 0.999967245 HOLDING GPS POINT NO. 4 AS THE POINT OF LOCALIZATION. THE NC GRID (NAD83/NSRS2007) COORDINATES FOR GPS POINT NO. 4 ARE AS FOLLOWS; NORTHING: 847,407.99' AND EASTING: 2,039,033.72.



VICINITY MAP
(NOT TO SCALE)

THIS EXHIBIT MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS. THE INTENT OF THIS EXHIBIT IS TO ILLUSTRATE THE LOCATION OF THE PROPOSED EASEMENTS AS SHOWN.



LINE	BEARING	DISTANCE
L1	S 07°20'28" W	36.59'
L2	S 62°24'16" W	296.35'
L3	S 62°24'16" W	40.77'
L4	N 58°29'28" W	34.96'

LEGEND

- CONTROL POINT REBAR & CAP
- EXISTING PROPERTY CORNER
- COMPUTED POINT
- 12" BRIDGE SPIKE SET
- R/W — EXISTING RIGHT-OF-WAY
- PROPERTY LINE SURVEYED
- PROPERTY LINE FROM RECORDS
- EXISTING EASEMENT
- SUE — SUBTERRANEAN UTILITY EASEMENT

DocuSigned by:
98CCA5D51C8E4B4...

NORTH CAROLINA PROFESSIONAL SEAL L-3994 LAND SURVEYOR JEFFREY S. COATS

1/23/2023

SEE SHEET 1 FOR SURVEYOR'S CERTIFICATION

REVISED 01/23/2023:
CHANGED PUE TO SUE

0 60' 120'
SCALE 1" = 60 FEET

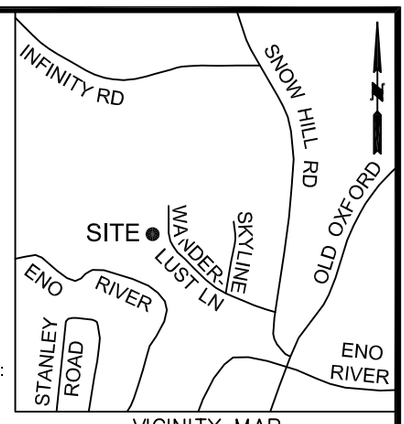
CH ENGINEERING
3220 GLEN ROYAL RD. RALEIGH, NC 27617
TEL. (919) 788-0224 FAX (919) 788-0232
CORPORATE LICENSE # P-0189

EASEMENT EXHIBIT PREPARED FOR
DURHAM COUNTY
ON THE PROPERTY OF
THE STATE OF NORTH CAROLINA
DURHAM COUNTY - LEBANON TOWNSHIP - NORTH CAROLINA
DECEMBER 05, 2022 SCALE 1" = 60'

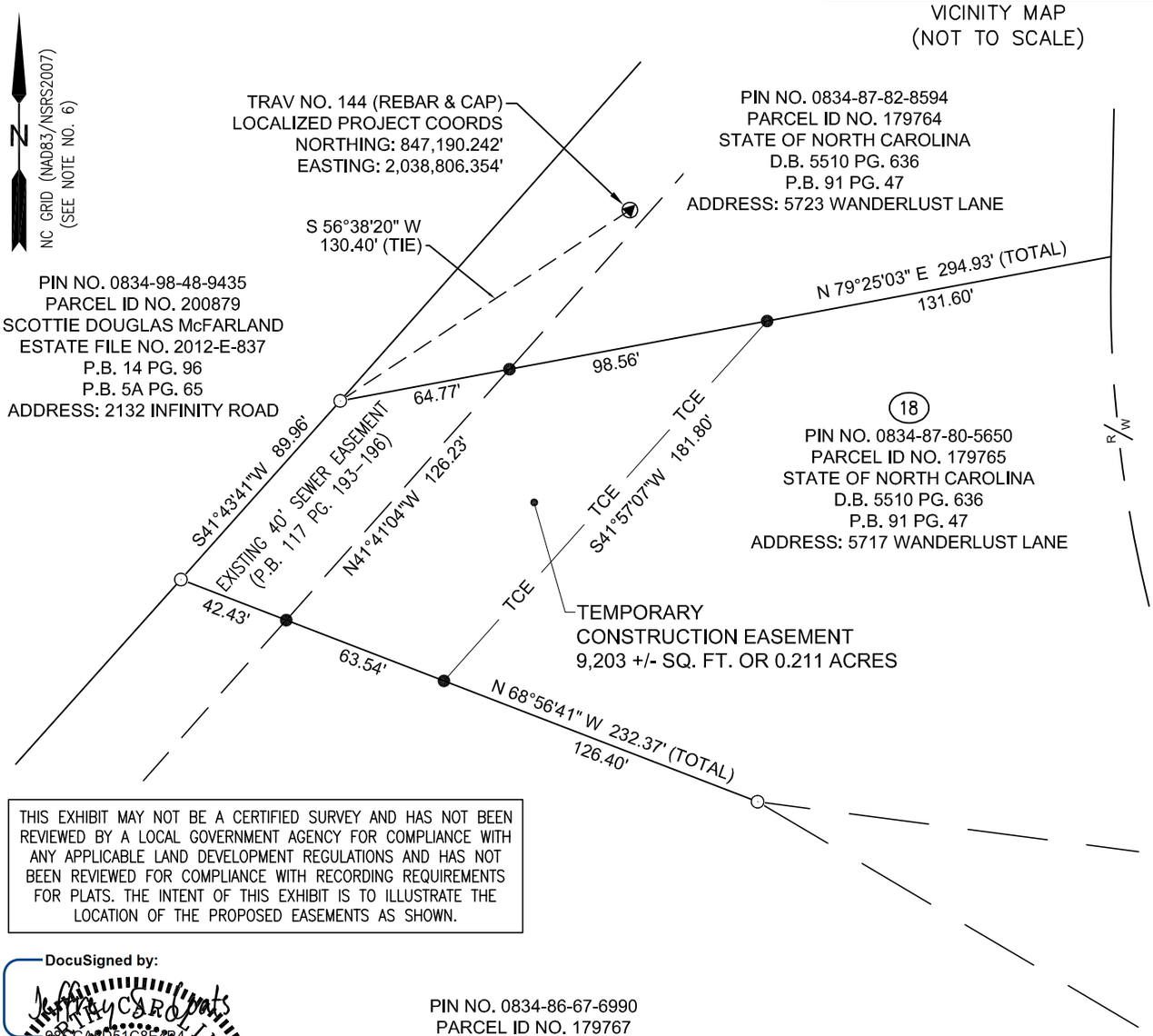
FILE: THE STATE OF NORTH CAROLINA PARCEL 17

DocuSign Envelope ID: CB73A550-654A-492C-94EC-1F7165D4F74D

1. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
2. THIS SURVEY IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE TITLE OPINION AND THEREFORE DOES NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.
3. PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND AGREEMENTS, IF ANY, AS THE SAME MAY APPEAR IN PUBLIC RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES.
4. THIS MAP DEPICTS THE PROPERTIES INVOLVED FOR THE SNOW HILL FORCE MAIN PROJECT. PROPERTY LINES AND EASEMENT LINES WERE DRAWN OR PLOTTED FROM EXISTING FIELD TIES BY USING THE CURRENTLY REFERENCED DEED AND PLAT REFERENCES. THE PARCELS AS SHOWN ARE NOT CONSIDERED TO BE BOUNDARY SURVEYS AND ARE SHOWN FOR REFERENCE PURPOSES ONLY. PHYSICAL IMPROVEMENTS, UTILITIES, AND OTHER SURFACE OR SUB-SURFACE FEATURES MAY EXIST WHICH ARE NOT SHOWN.
5. NO DETERMINATION BY THE SURVEYOR AS TO THE EXISTENCE OF THE FOLLOWING: UNDERGROUND UTILITIES, CEMETERIES OR BURIAL GROUNDS OR OTHER FEATURES THAT ARE NOT SHOWN.
6. THE LOCALIZED PROJECT COORDINATES AS SHOWN WERE DERIVED BY USING THE NC RTK NETWORK USING A TOPCON HIPER II DUAL FREQUENCY GPS UNIT. THE HORIZONTAL DATUM IS NC GRID (NAD83/NSRS2007) AND THE COORDINATES AS SHOWN ARE EXPRESSED IN US SURVEY FEET. HORIZONTAL COORDINATE VALUES HAVE A POSITIONAL ACCURACY OF 0.08 FEET. THE COORDINATES AS SHOWN WERE LOCALIZED USING A COMBINED SCALE FACTOR OF 0.999967245 HOLDING GPS POINT NO. 4 AS THE POINT OF LOCALIZATION. THE NC GRID (NAD83/NSRS2007) COORDINATES FOR GPS POINT NO. 4 ARE AS FOLLOWS; NORTHING: 847,407.99' AND EASTING: 2,039,033.72.



VICINITY MAP
(NOT TO SCALE)



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DocuSigned by:
Jeffrey S. Coats
98CCA5D51C8E4B4...

NORTH CAROLINA PROFESSIONAL L-3994 LAND SURVEYOR JEFFREY S. COATS

PIN NO. 0834-86-67-6990
PARCEL ID NO. 179767
CITY OF DURHAM
D.B. 7745 PG. 859
P.B. 101 PG. 61
ADDRESS: 5713 WANDERLUST LANE

LEGEND

- CONTROL POINT REBAR & CAP
- EXISTING PROPERTY CORNER
- COMPUTED POINT
- 12" BRIDGE SPIKE SET
- R/W — EXISTING RIGHT-OF-WAY
- PROPERTY LINE SURVEYED
- PROPERTY LINE FROM RECORDS
- EXISTING EASEMENT
- TCE — TEMPORARY CONSTRUCTION EASEMENT

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, JEFFREY S. COATS, CERTIFY THAT THIS EXHIBIT WAS DRAWN UNDER MY SUPERVISION FROM INFORMATION TAKEN FROM EXHIBITS PREPARED BY CH ENGINEERING AND FROM RECORDED DOCUMENTS AS REFERENCED; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 25TH DAY OF JANUARY, 2023.

DocuSigned by:
Jeffrey S. Coats 1/25/2023
98CCA5D51C8E4B4...

JEFFREY S. COATS, PLS NC L-3994

REVISED: 01/25/2023:
REVISED TCE AREA

0 60' 120'
SCALE 1" = 60 FEET

CH ENGINEERING

3220 GLEN ROYAL RD. RALEIGH, NC 27617
TEL. (919) 788-0224 FAX (919) 788-0232
CORPORATE LICENSE # P-0189

EASEMENT EXHIBIT PREPARED FOR
DURHAM COUNTY
ON THE PROPERTY OF
THE STATE OF NORTH CAROLINA
DURHAM COUNTY - LEBANON TOWNSHIP - NORTH CAROLINA
DECEMBER 05, 2022 SCALE 1" = 60'

FILE: THE STATE OF NORTH CAROLINA PARCEL 18

DocuSign Envelope ID: 2F8E16F0-17CA-44F8-8BA3-37E47356CA07

1. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
2. THIS SURVEY IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE TITLE OPINION AND THEREFORE DOES NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.
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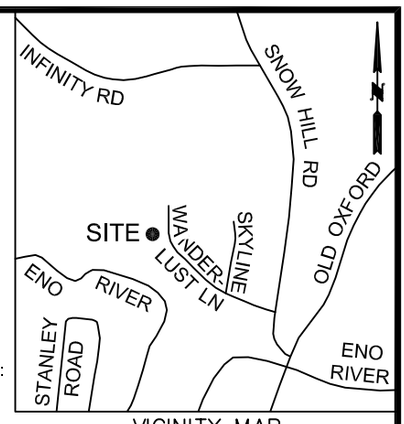

VICINITY MAP
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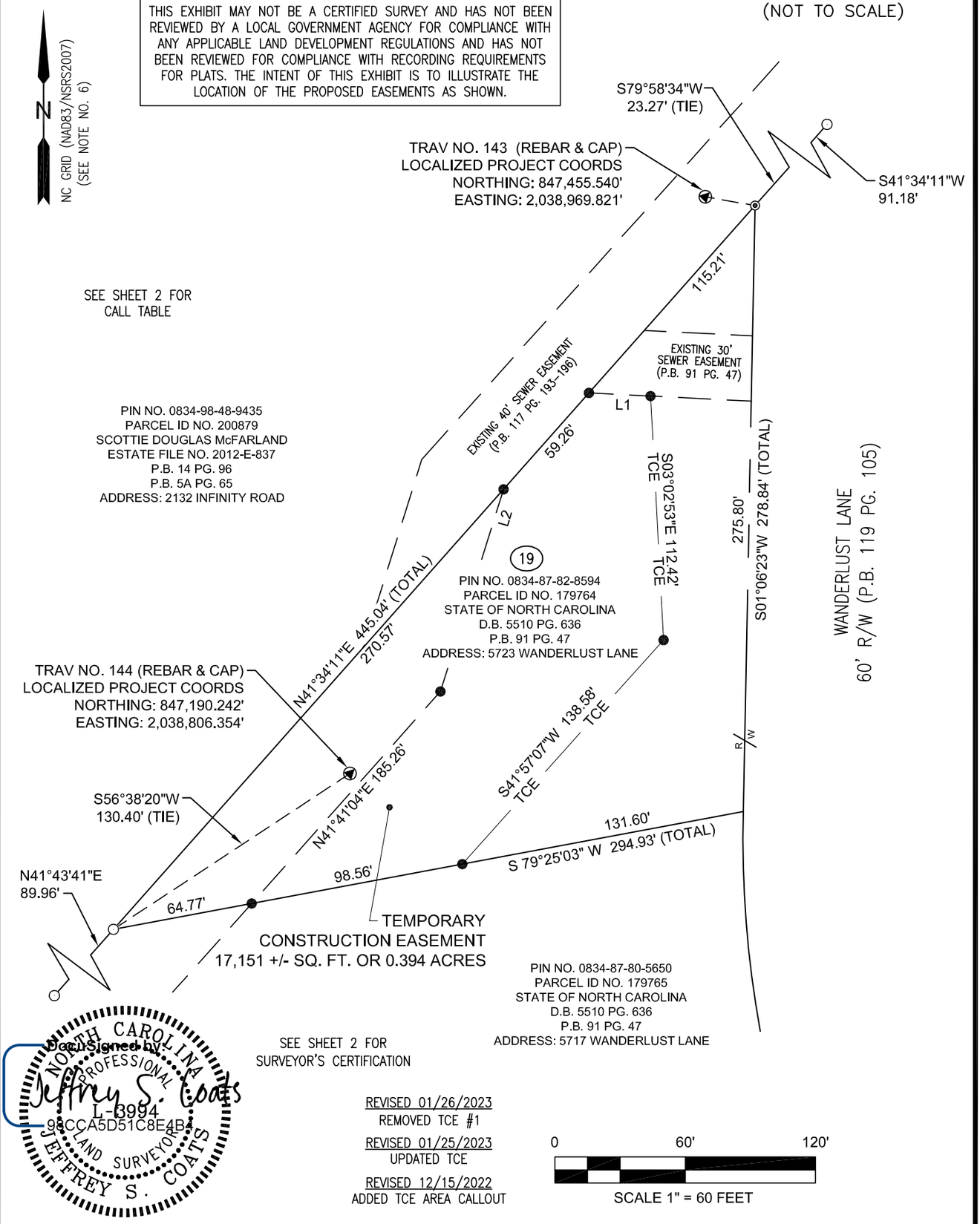

SEE SHEET 2 FOR
SURVEYOR'S CERTIFICATION

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR L-3994 JEFFREY S. COATS

DocuSigned by:
Jeffrey S. Coats
98CCA5D51C8E4B4...

REVISED 01/26/2023
REMOVED TCE #1

REVISED 01/25/2023
UPDATED TCE

REVISED 12/15/2022
ADDED TCE AREA CALLOUT

0 60' 120'
SCALE 1" = 60 FEET

CH ENGINEERING
3220 GLEN ROYAL RD. RALEIGH, NC 27617
TEL. (919) 788-0224 FAX (919) 788-0232
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DURHAM COUNTY
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DURHAM COUNTY - LEBANON TOWNSHIP - NORTH CAROLINA
DECEMBER 05, 2022 SCALE 1" = 60'

FILE: THE STATE OF NORTH CAROLINA PARCEL 19

DocuSign Envelope ID: 2F8E16F0-17CA-44F8-8BA3-37E47356CA07

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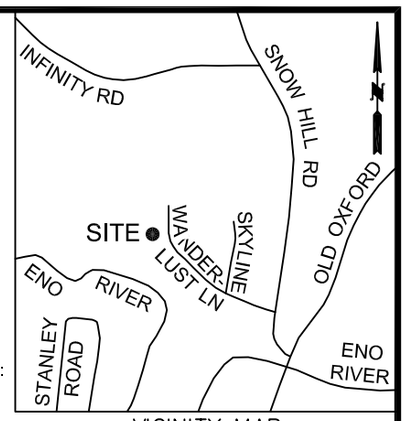

VICINITY MAP
(NOT TO SCALE)

LINE	BEARING	DISTANCE
L1	S 87°05'25" E	28.40'
L2	N 17°19'39" E	97.42'

LEGEND

- CONTROL POINT REBAR & CAP
- EXISTING PROPERTY CORNER
- COMPUTED POINT
- 12" BRIDGE SPIKE SET
- R/W — EXISTING RIGHT-OF-WAY
- PROPERTY LINE SURVEYED
- PROPERTY LINE FROM RECORDS
- EXISTING EASEMENT
- PUE — PERMANENT UTILITY EASEMENT

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DocuSigned by:
Jeffrey S. Coats
98CCA5D51C8E4E4...

NORTH CAROLINA PROFESSIONAL SEAL L-3994 LAND SURVEYOR JEFFREY S. COATS

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, JEFFREY S. COATS, CERTIFY THAT THIS EXHIBIT WAS DRAWN UNDER MY SUPERVISION FROM INFORMATION TAKEN FROM EXHIBITS PREPARED BY CH ENGINEERING AND FROM RECORDED DOCUMENTS AS REFERENCED; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 26TH DAY OF JANUARY, 2023.

_____
JEFFREY S. COATS, PLS NC L-3994

REVISED 01/26/2023
REMOVED TCE #1

REVISED 01/25/2023
UPDATED TCE

REVISED 12/15/2022
ADDED TCE AREA CALLOUT

CH ENGINEERING
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CORPORATE LICENSE # P-0189

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DURHAM COUNTY
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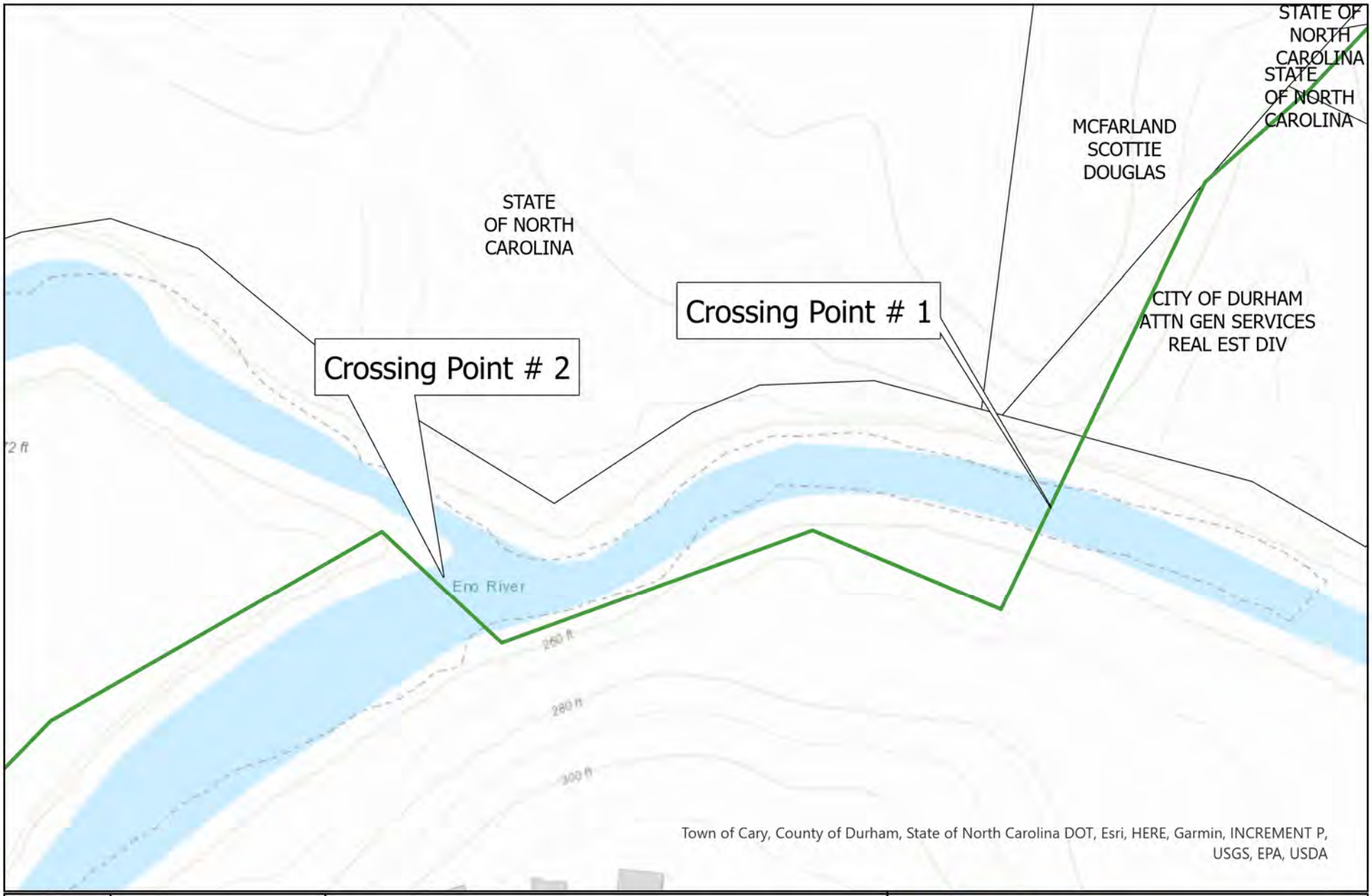
DURHAM COUNTY - LEBANON TOWNSHIP - NORTH CAROLINA
DECEMBER 05, 2022 SCALE 1" = 60'

FILE: THE STATE OF NORTH CAROLINA PARCEL 19

Figure 1



N

Parcels

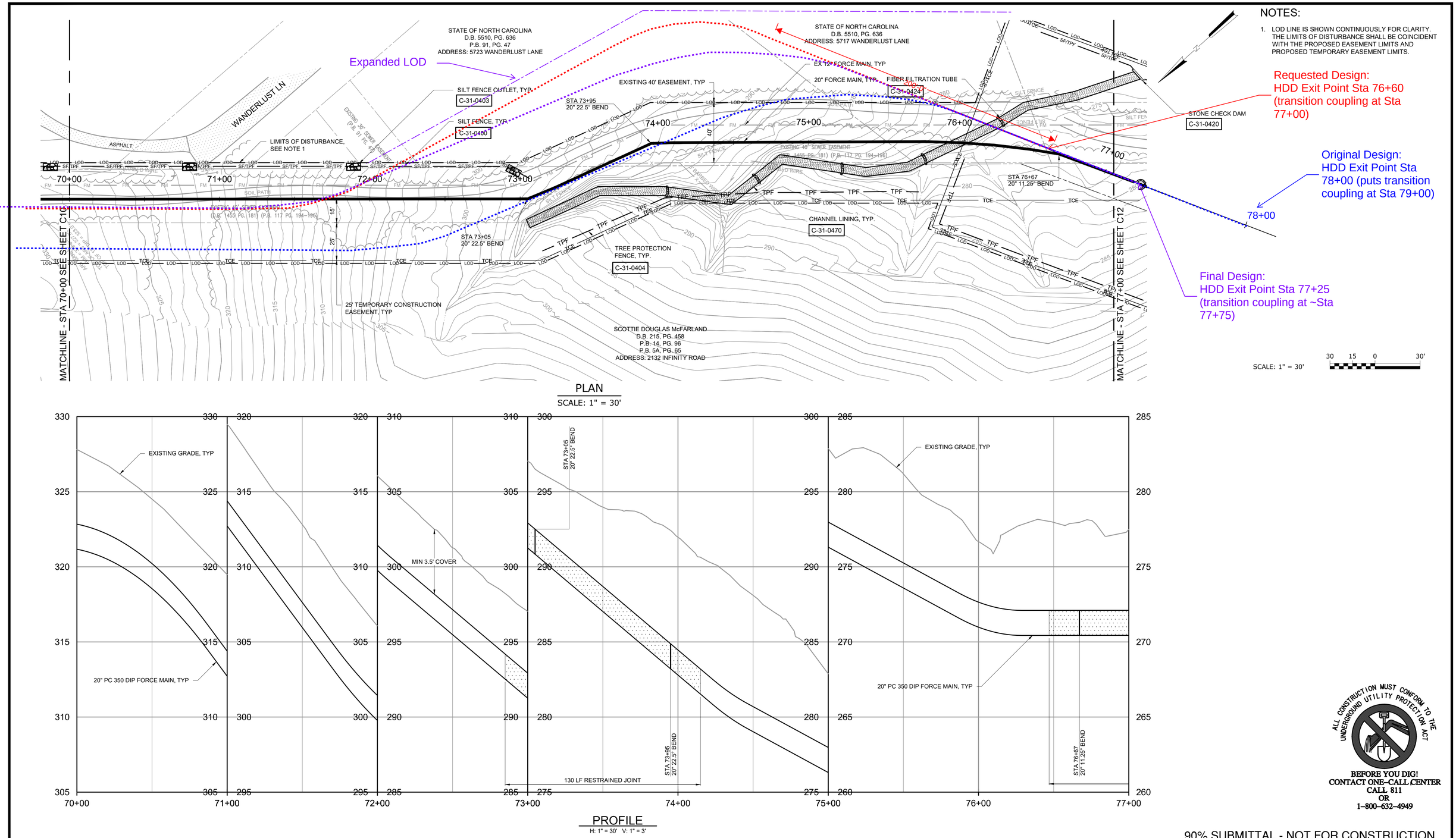
Open Cut Alternative

Snow Hill Pump Station Force Main

DURHAM COUNTY

Hazen

Figure 2



ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG! CONTACT ONE-CALL CENTER CALL 811 OR 1-800-632-4949

90% SUBMITTAL - NOT FOR CONSTRUCTION

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	B. PORTER
DESIGNED BY:	N. JOHNSON
DRAWN BY:	E. NG
CHECKED BY:	B. PORTER

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE (0 1/2" 1")

Hazen

HAZEN AND SAWYER
4011 WESTCHASE BOULEVARD, SUITE 500
RALEIGH, NORTH CAROLINA 27607
LICENSE NO.: C-0381

Wharton-Smith, Inc. CONSTRUCTION GROUP

WHARTON-SMITH, INC.
5601 77 CENTER DRIVE #120, CHARLOTTE, NORTH CAROLINA 28217

CITY OF DURHAM

DURHAM COUNTY DCO NC 1881

SNOW HILL ROAD FORCEMAIN

20" FORCE MAIN

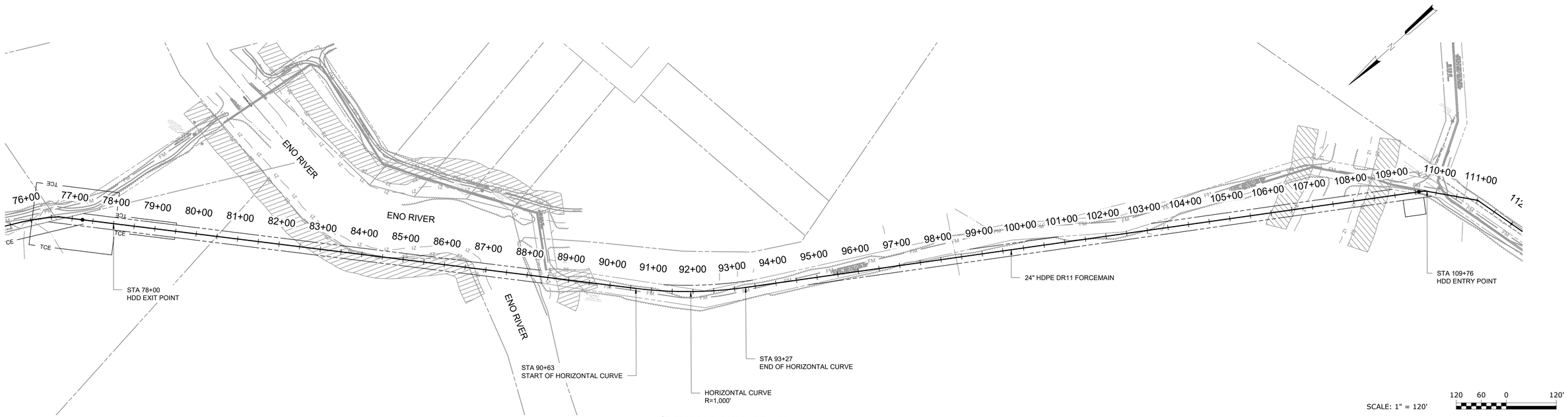
PLAN AND PROFILE

STATION 70+00 TO 77+00

DATE:	FEBRUARY 2022
HAZEN NO.:	31453-000
CONTRACT NO.:	01
DRAWING NUMBER:	C11

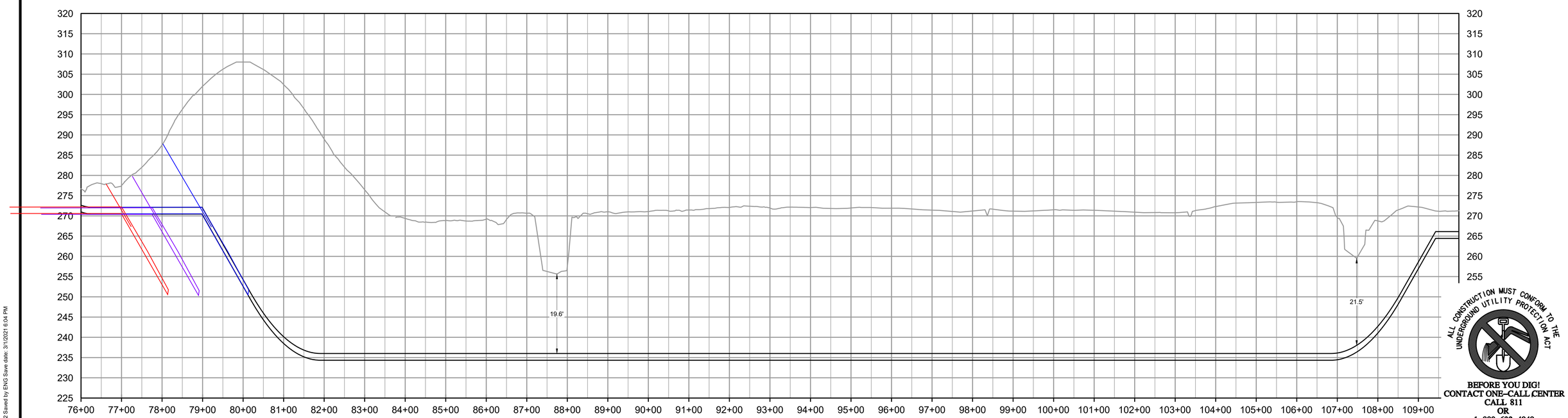
File: O:\31453-RAL\31453-000\CAD_BIM\FORCEMAIN\CIVIL\C11 Saved by AMARCH Save date: 4/6/2021 12:55 PM
PLOT DATE: 2/16/2022 6:53 PM BY: ENG

Figure 3



OVERALL HDD PLAN

1" = 120'



OVERALL HDD PROFILE

1" = 120'

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BEFORE YOU DIG!
CONTACT ONE-CALL CENTER
CALL 811
OR
1-800-632-4949

NOT FOR CONSTRUCTION

File: O:\31453-RAL\31453-000\CAD_BIM\FORCEMAIN\CIVIL\C12 Saved by ENG Save date: 3/1/2021 6:04 PM
PLOT DATE: 2/16/2022 6:54 PM BY: ENG

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	B. PORTER
DESIGNED BY:	N. JOHNSON
DRAWN BY:	E. NG
CHECKED BY:	B. PORTER
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

Hazen

HAZEN AND SAWYER
4011 WESTCHASE BOULEVARD, SUITE 500
RALEIGH, NORTH CAROLINA 27607
LICENSE NO.: C-0381

Wharton-Smith, Inc.
CONSTRUCTION GROUP

WHARTON-SMITH, INC.
5601 77 CENTER DRIVE #120, CHARLOTTE,
NORTH CAROLINA 28217

CITY OF DURHAM

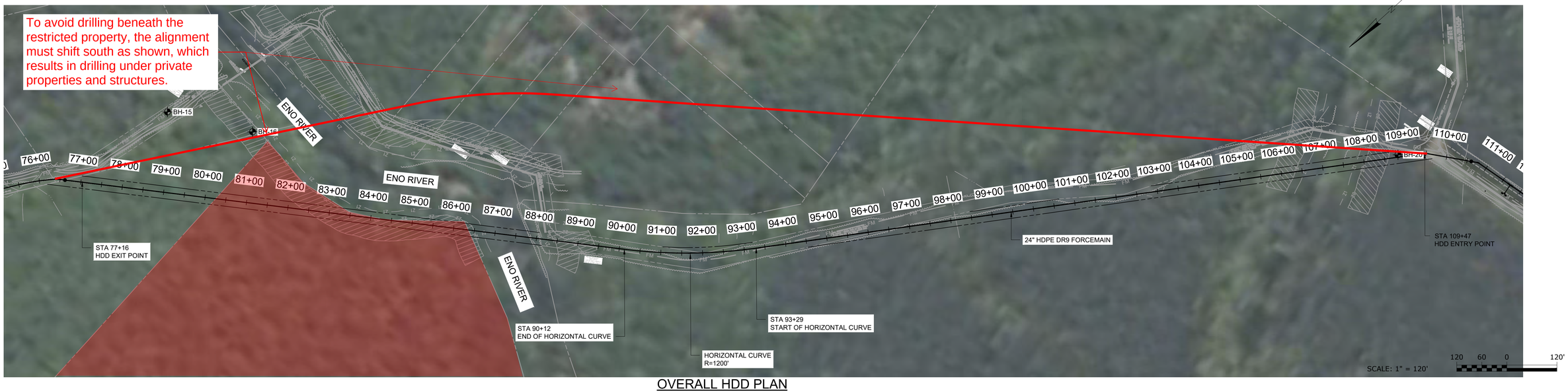
DURHAM COUNTY

SNOW HILL ROAD
FORCEMAIN

HDD OVERALL PLAN & PROFILE

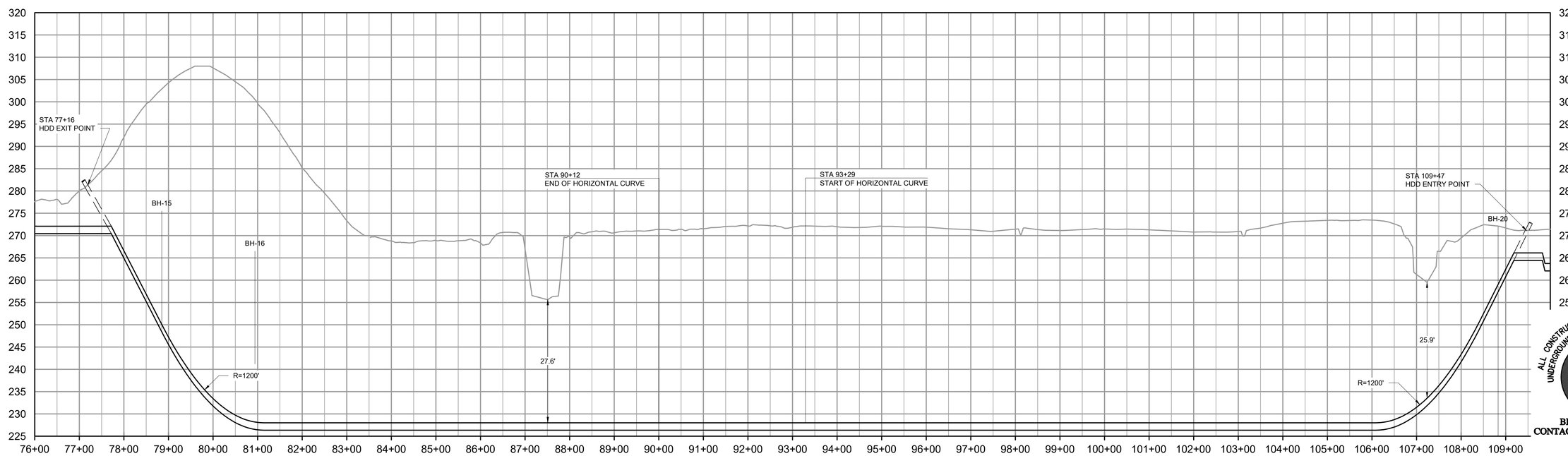
DATE:	FEBRUARY 2022
HAZEN NO.:	31453-000
CONTRACT NO.:	01
DRAWING NUMBER:	C12

Figure 4



OVERALL HDD PLAN

1" = 120'



OVERALL HDD PROFILE

1" = 120'

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT ONE-CALL CENTER
CALL 811
OR
1-800-632-4949

NOT FOR CONSTRUCTION

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	B. PORTER
DESIGNED BY:	N. JOHNSON
DRAWN BY:	E. NG
CHECKED BY:	B. PORTER
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

Hazen

HAZEN AND SAWYER
4011 WESTCHASE BOULEVARD, SUITE 500
RALEIGH, NORTH CAROLINA 27607
LICENSE NO.: C-0381

Wharton-Smith, Inc. CONSTRUCTION GROUP

WHARTON-SMITH, INC.
5601 77 CENTER DRIVE #120, CHARLOTTE,
NORTH CAROLINA 28217

CITY OF DURHAM

DURHAM COUNTY

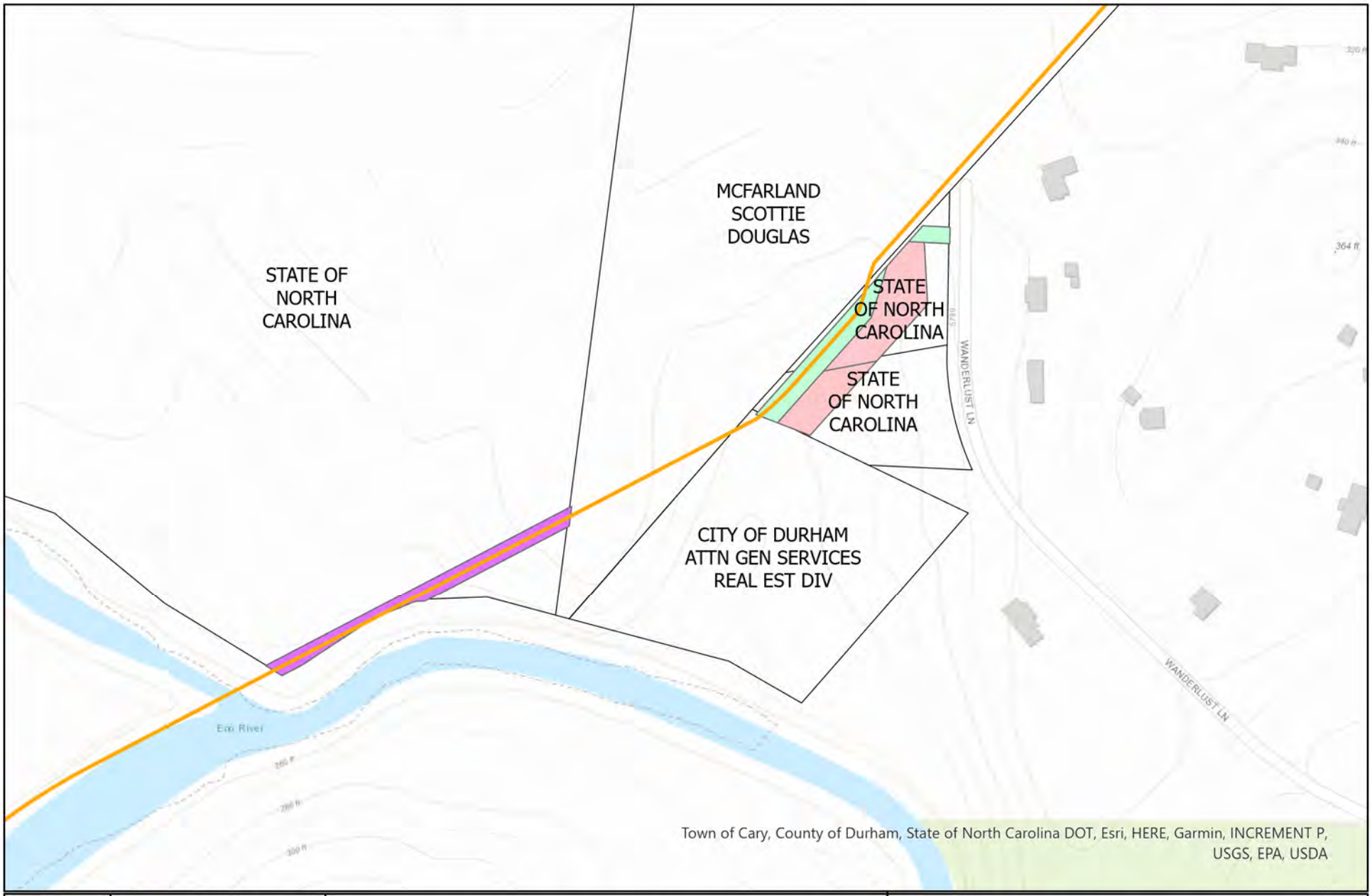
SNOW HILL ROAD FORCEMAIN

HDD OVERALL PLAN & PROFILE

DATE:	JUNE 2022
HAZEN NO.:	31453-000
CONTRACT NO.:	01
DRAWING NUMBER:	C12

File: O:\31453-RAL\31453-000\CAD_BIM\FORCEMAIN\CIVIL\C12 Saved by ENG Save date: 6/1/2022 11:26 AM
PLOT DATE: 1/17/2023 10:56 AM BY: ENG

Figure 5



N

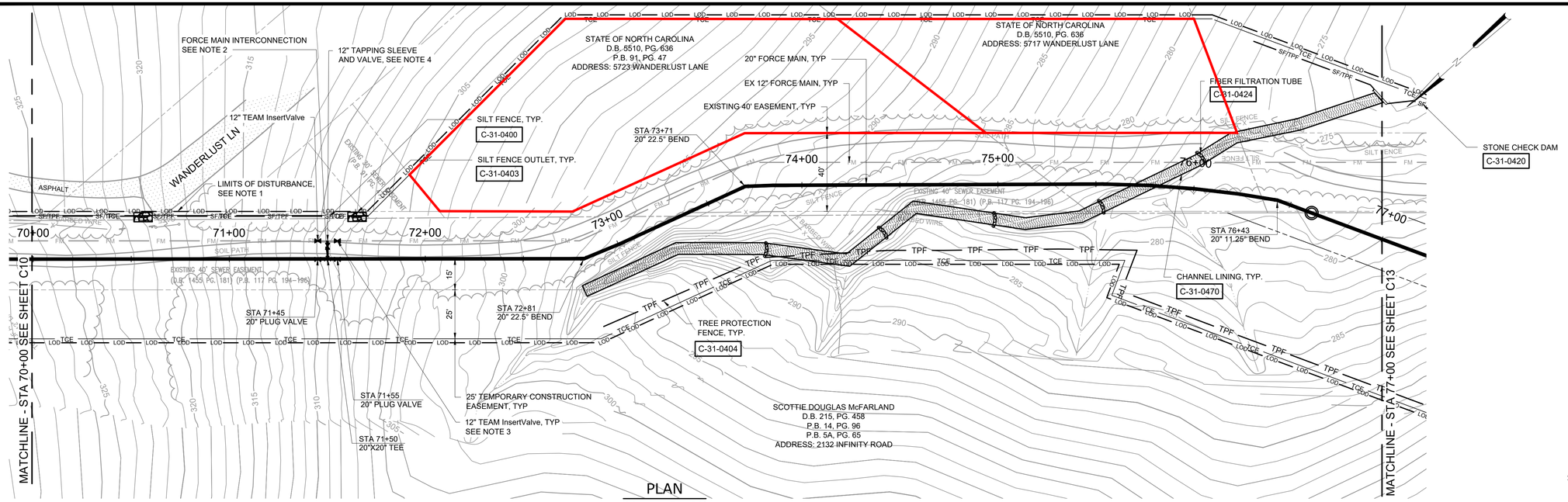
- Proposed Force Main
- Proposed TCE
- Existing PUE
- Proposed SUE
- Parcels

Snow Hill Pump Station Force Main

DURHAM COUNTY

Hazen

Plan Sheets with Proposed Easements



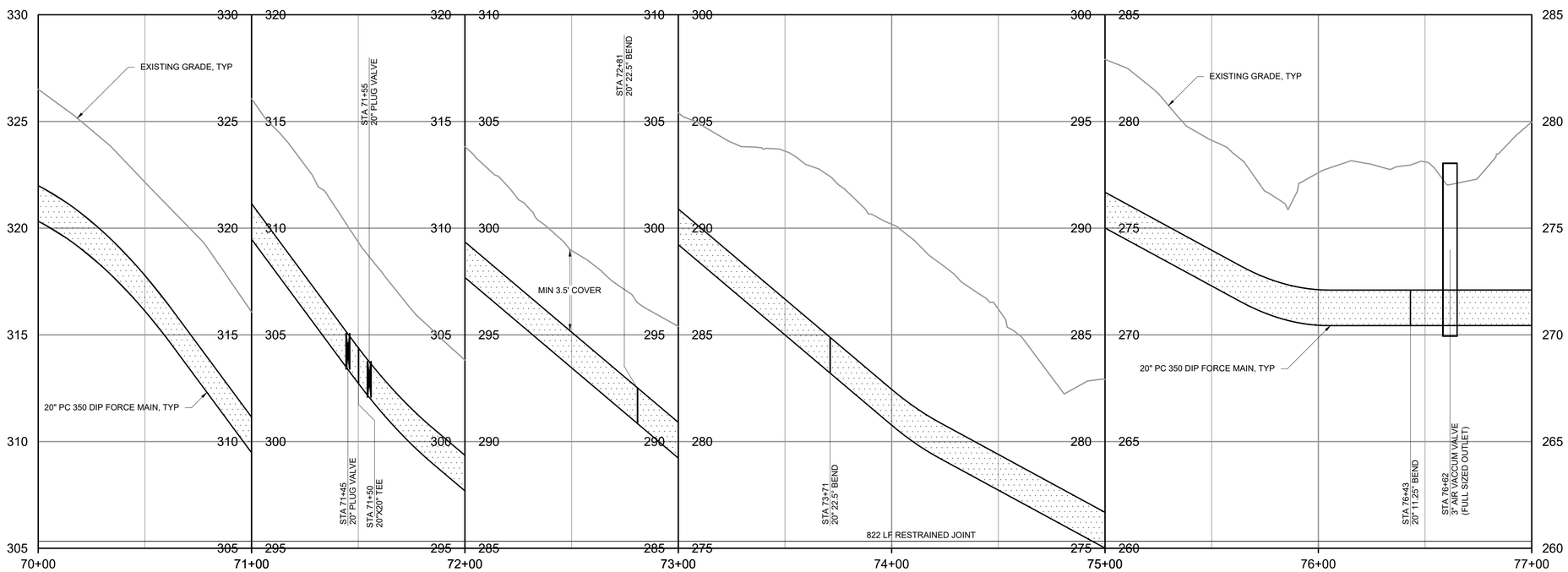
PLAN

SCALE: 1" = 30'

NOTES:

1. LOD LINE IS SHOWN CONTINUOUSLY FOR CLARITY. THE LIMITS OF DISTURBANCE SHALL BE COINCIDENT WITH THE PROPOSED EASEMENT LIMITS AND PROPOSED TEMPORARY EASEMENT LIMITS.
2. INSTALL INTERCONNECT BETWEEN THE NEW 20" FORCE MAIN AND THE EXISTING 12" DIP FORCE MAIN. TEST NEW FORCE MAIN AND PLACE INTO SERVICE AS DIRECTED BY THE OWNER REPRESENTATIVE. ALL PIPE, FITTINGS, AND VALVES SHALL BE RESTRAINED. VERIFY THE ELEVATION OF THE EXITING 12" FM PRIOR TO ORDERING MATERIALS AND USE VERTICAL BENDS AS NEEDED FOR CONNECTION. AFTER A PORTION OF THE NEW FORCE MAIN IS PLACED INTO SERVICE, OWNER WILL OPERATE ALL VALVES ASSOCIATED WITH THE INTERCONNECT.
3. TEAM InsertValves SHALL BE RESTRAINED WITH CONCRETE THRUST BLOCKS PER DETAIL 512.03
4. TAPPING SLEEVE AND VALVE SHALL BE RESTRAINED PER DETAIL 512.01
5. EXISTING 12" LINE REQUIRE FLUSHING WITH WATER, PRESSURIZE TO 5 PSI, ISOLATE.

SCALE: 1" = 30' 30 15 0 30'



PROFILE

H: 1" = 30' V: 1" = 3'

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OR
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REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	B. PORTER
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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

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NORTH CAROLINA 28217

CITY OF DURHAM
DURHAM COUNTY

SNOW HILL ROAD
FORCEMAIN

20" FORCE MAIN

PLAN AND PROFILE

STATION 70+00 TO 77+00

DATE:	JUNE 2022
HAZEN NO.:	31453-000
CONTRACT NO.:	01
DRAWING NUMBER:	C11

File: O:\31453-RAL\31453-000\CAD_BIM\FORCEMAIN\CIVIL\C11 Saved by ENG Save date: 5/31/2022 6:42 PM
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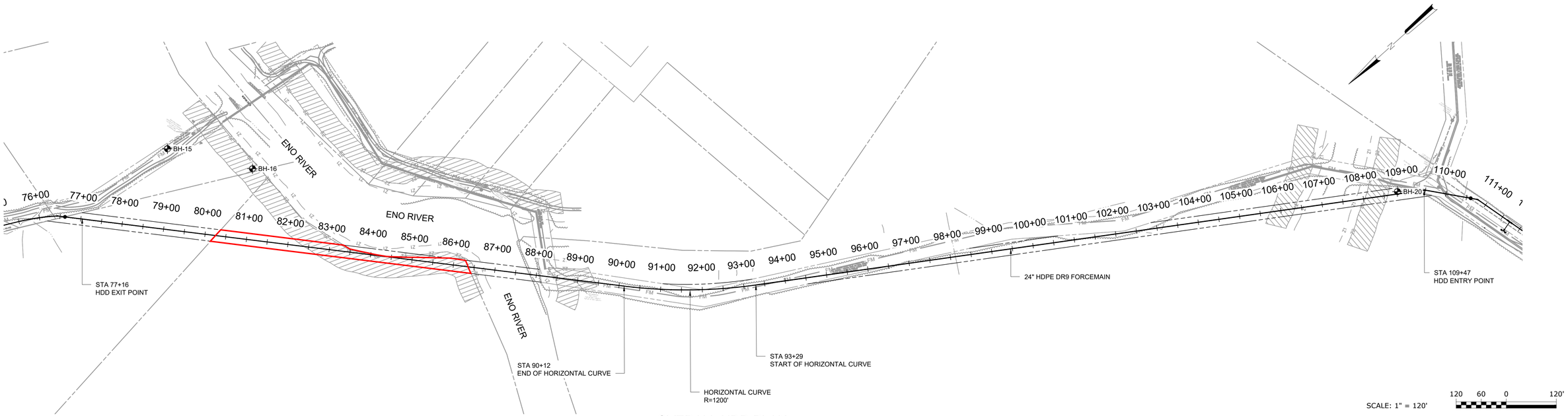
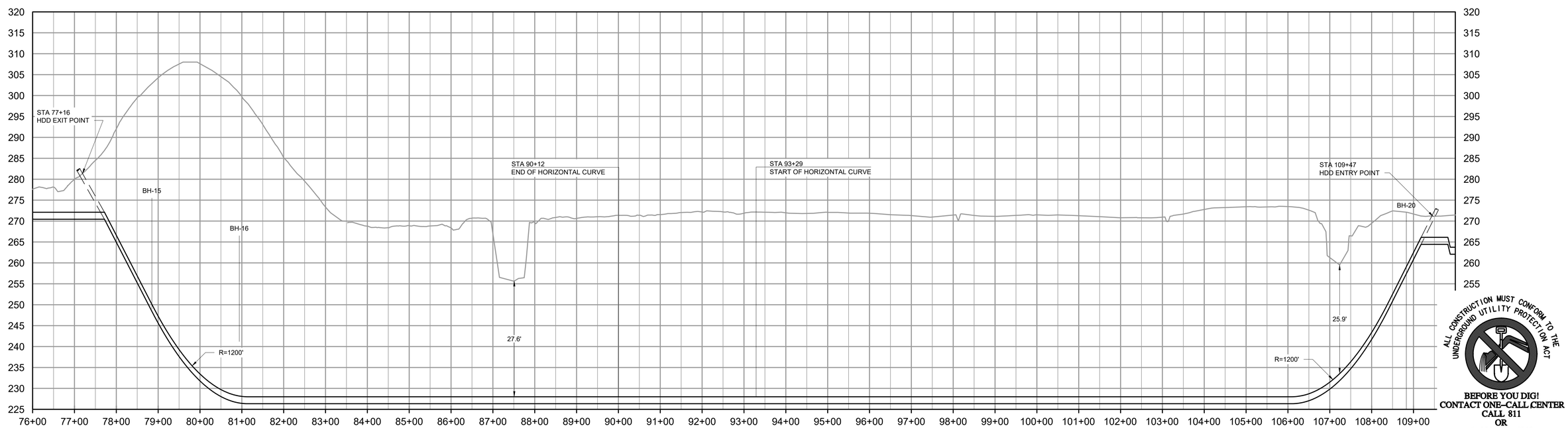


OVERALL HDD PLAN

1" = 120'



OVERALL HDD PROFILE

1" = 120'

NOT FOR CONSTRUCTION

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	B. PORTER
DESIGNED BY:	N. JOHNSON
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CITY OF DURHAM

DURHAM COUNTY

SNOW HILL ROAD FORCEMAIN

HDD OVERALL PLAN & PROFILE

DATE:	JUNE 2022
HAZEN NO.:	31453-000
CONTRACT NO.:	01
DRAWING NUMBER:	C12

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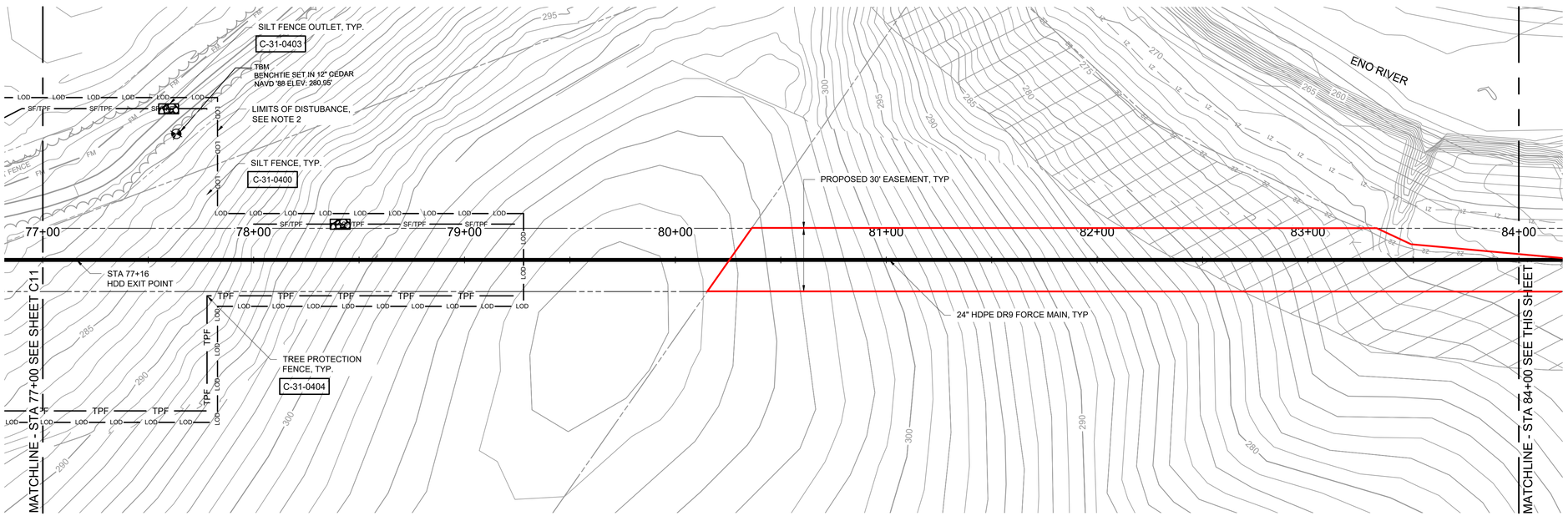
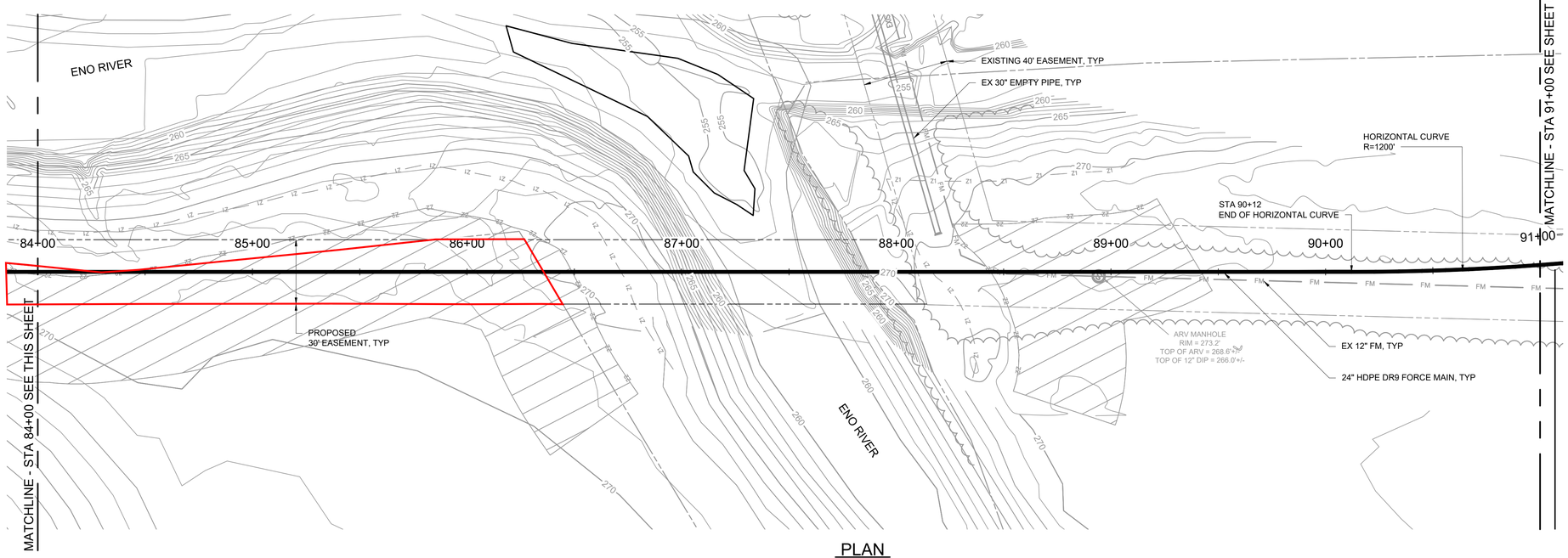


PLAN
1" = 30'



PLAN
1" = 30'

NOTES:

1. SEE PROFILE ON SHEET C16 AND C17.
2. LOD LINE IS SHOWN CONTINUOUSLY FOR CLARITY. THE LIMITS OF DISTURBANCE SHALL BE COINCIDENT WITH THE PROPOSED EASEMENT LIMITS AND PROPOSED TEMPORARY EASEMENT LIMITS.
3. DESIGN BOREPATH GEOMETRY AND ELEVATIONS SHOWN ARE BASED ON CONCEPTUAL MODELING WITH ASSUMED VALUES FOR SLURRY DENSITY, SLURRY ADDITIVES, SLURRY PRESSURE, TOOLING, DRILL ROD DIAMETER, OPERATIONAL PRODUCTION RATES, AND IN-FIELD MITIGATION MEASURES. ACTUAL HDD GEOMETRY SHALL BE DETERMINED BY THE CONTRACTOR'S ENGINEER TO MINIMIZE POTENTIAL FOR HYDROFRACTURE AND MEET ALL PERFORMANCE SPECIFICATIONS BASED ON THEIR SELECTED MEANS AND METHODS.
4. CONTRACTOR TO REVIEW THE GEOTECHNICAL REPORT ENTITLED "GEOTECHNICAL REPORT AND SUBSURFACE INVESTIGATION SNOW HILL RD FORCE MAIN", DATED NOVEMBER 4, 2020 AND PREPARED BY FALCON. IT IS ANTICIPATED THAT IN THE AREA WHERE THE PIPELINE IS TO BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILLING, PORTIONS OF THE ALIGNMENT WILL BE IN PARTIALLY WEATHERED ROCK, CRYSTALLINE ROCK, AND NON-CRYSTALLINE ROCK.

SCALE: 1" = 30' 30 15 0 30'

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OR
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NORTH CAROLINA 28217

CITY OF DURHAM
DURHAM COUNTY

SNOW HILL ROAD
FORCEMAIN

20" FORCE MAIN

PLAN

STATION 77+00 TO 91+00

DATE:	JUNE 2022
HAZEN NO.:	31453-000
CONTRACT NO.:	01
DRAWING NUMBER:	C13

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PLOT DATE: 6/21/2022 11:07 AM BY: JBARNAK

Dedication Management Proposals for Project Review - Plant Conservation Preserve (this agenda item was moved up on the agenda to match the 2:00 discussion time that had been previously given to the guests).

13 Eno River Diabase Sill – Snow Hill Force Main – Scott

- Durham Co. request for amendment to articles of dedication to allow easements as part of replacing aging/too small sewer line.
    - Two requests in primary dedicated area:
        - Permanent subterranean utility right-of-way easement
        - Temporary construction easement to install force main
    - PCP staff surveyed the proposed easement area in Oct 2022 and found no element occurrences or areas of concern within the temporary construction easement or the area above the proposed subterranean utility easement.
- Permanent subterranean utility easement discussion:
    - Jeff Marcus wonders what happens if a break/leak happens, or repair is needed.
    - Brian Porter (Doster and Associates) explained that if there was an issue with the force main they would seal it off and directional drill. The pipe is made with high density polyethylene which does not corrode, and if were to fail, it would be more likely to fail during construction.
    - Will Summer asked about the existing utility easement which extends south off property.
    - Brain Porter explained that it would be very destructive to try and go through the island and connect to the existing easement and that directional drilling has less environmental impact.
    - Leslie Starke has no concerns with the subterranean easement.
- Temporary Construction Easement discussion
    - If the NHAC agrees that the temporary construction easement is not inconsistent with the dedication, NHP recommends utilizing language similar to that crafted for the Temporary Construction Easement at Bunker Hill Cover Bridge DNP.
    - Mike Schafale asked why the existing easement cannot be used and Brian Porter explained that they can't make the turn without widening the easement. They will need to take out additional vegetation and trees to get the pipe through and fuse it.
    - Leslie Starke asked for a clearer picture of what the vegetation removal would look like. She requests larger or older trees be discussed with PCP before removal.

- Jeff Marcus suggests adding language that the City of Durham will coordinate with PCP on vegetation removal and revegetation, and older trees will be retained if possible.
- Zoe Hansen Burnet replied that this language will need to be in the easement document. Details can be worked out by PCP in the easement.
- Tony Doster commented that the more you complicate a temporary work easement the more you make it difficult to enforce. He stated that we shouldn't lose the big picture of the sewer upgrade protecting water quality. He states that given the minimal impact on the nature preserve, we don't want to impede this work from taking place.
- Lee Leidy asked about the total area of impact. Brian Porter responded that it is 0.58 acres for the temporary construction easement and 0.36 acres for the subterranean easement. The temporary easement will last approximately 6 months after all approvals during and after which they will establish sediment control and provide permanent vegetation.
- Leslie Starke noted that disturbances and non-native invasive species are her biggest concerns as the manager of the site, and they want some assurance that non-native species will not be planted or introduced.
- Jay Leutze mentioned that in his experience, his organization [Southern Appalachian Highland Conservancy] makes cleaning of equipment a special condition before it enters the site, to prevent the spread of non-native invasive species.
- Jeff Marcus reminded us that these details may be spelled out in the easement agreement.
- Zoe Hansen Burnet said NHP staff could include language to have a supervisory role in the next steps. Scott Pohlman responded that he is fine to follow PCPs leadership. NHP supports PCP's stewardship of the nature preserve.
- Jeff Marcus wondered if the underground part of this project even requires an amendment to the dedication since it is subterranean only and the dedication is to protect surface resources.
- Zoe Hansen Burnet replied that yes it will require an amendment, since the articles of dedication are not limited to aboveground resources and waterways.

***Randolph Harrison moved to accept the proposal to amend the dedication allowing the subterranean utility easement and the temporary construction easement. Tony Doster seconded. The motion passed by unanimous consent. Ron Myers was absent.

NC Department of Adult Correction

05 NCDAC Newport River Carteret – Scott

- New voluntary dedication; 69 acres total (61 acres primary, 8 acres buffer)
- Jeff Marcus asked for all the NCDAC projects to be voted on as batch at the end.

06 NCDAC Odom Floodplain and Bluffs – Mike

- New voluntary dedication; 121 acres total (44 acres primary, 77 acres buffer)
- This facility no longer houses inmates, unclear if may be transferred to the county.

07 NCDAC Falls Lake Diabase Slope – Misty

- New voluntary dedication; 75 acres total, all primary.

08 NCDAC Walnut Creek Wetlands – Scott

- New voluntary dedication; 55 acres (40 acres primary, 15 acres buffer)

09 NCDAC Crooked Creek Franklin – Scott

- New voluntary dedication; 15 acres, all primary

***Jeff Marcus moved to accept the dedication proposal. Jay Leutze seconded. The motion passed by unanimous consent. Ron Myers was absent.

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.

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

Action Item

Staff member: Justin Mercer

Agenda Item 5c) 2004A-012 Fletcher Conservation Easement Amendment Request

Fred Fletcher, the original grantor, requests an amendment to the conservation easement to redefine the buildable area of the property.

Background
In 2004, the North Carolina Land and Water Fund awarded a grant in the amount of $240,000 to the North Carolina Coastal Land Trust for the acquisition of a conservation easement on approximately 204 acres along the Tar River in Pitt County. The resulting conservation easement assigned to the State of North Carolina designated ~25.44 acres as upland area and reserved rights including the construction of up to six horse sheds, construction of roads and utilities to serve up to nine home sites on the adjoining 16.31 acres designated as "Upland Acres Held for Development," equestrian trails, a riding ring, and fencing of pasture/paddocks.

To date, this easement has been amended three times, with two landowner-initiated requests:

- 2006 - the easement was amended at the request of the landowner to reconfigure parcels to avoid the need for a new paved road built to State standards. This resulted in the release of easement on 2.0486 acres and the addition of 2.1746 acres to the easement and reduction of homesites to four single family residential parcels.
- 2008 - 0.3 acres were released at the request of NCDOT to facilitate a bridge replacement.
- 2010 - the easement was amended at the request of the landowner to allow for a subdivision that created the four residential lots previously envisioned.

In October 2022, Mr. Fletcher formally submitted a request to amend the conservation easement in further pursuit of creating the four developable lots envisioned in 2006. Mr. Fletcher requests release of approximately 0.643 acres of the "Upland Area Under Conservation Easement" in exchange for protection of 0.643 acres of wooded area not currently under protection and removal of a 20,000 square foot cover on the riding arena to reduce total impervious surface.

Committee Recommendation
The committee unanimously recommended denying this request.

Board action needed
Approve, deny, or amend the committee recommendation.

Attachments: Landowner correspondence, original easement and amendments, survey plat(s), and associated maps, a current copy of the Conservation Agreement Amendment Policy can be found with agenda item 5b.

April 18, 2022

Jesica Blake
Associate Director
North Carolina Coastal Land Trust
Wilmington NC

Dear Ms. Blake:

The Preserve Conservation Equestrian Community is proud of its long-standing relationship with the North Carolina Coastal Land Trust. We hope that we have met or exceeded your expectations with respect to best management practices, adherence to the use limitations imposed by the Conservation Easement and that you consider our community as an ideal partner.

When we initially developed the Preserve our goal was to create an equestrian community consisting of 5 large farm estate lots. We subsequently, at a purchaser's request, combined lots 2 & 4 that became Lot 2 and thus Lot 5 became Lot 4. This is important to you in that it reduced the number of households that could be constructed in the Preserve, thus, lessening the overall potential total for impervious surfaces that could be built in the community.

All 4 lots consist of a minimum of 10 acres with a mix of acres under the CE and some reserved for a "building envelope" which contains enough land area sufficient to construct a home and related horse farm buildings. This envelope is not a "deeded" parcel, but rather, dotted lines on a recorded plat.

After the re-combination of Lots 2 & 4 (which became Lot 2), Lot 4 (previously Lot 5) now consists of 13.7 acres of which 12.28 acres are under the Conservation Easement. The 1.84 ac differential that is excluded from the CE represents .42 acre on which a small barn sits and 1.42 ac which is the homesite/building envelope for Lot 4. Again, these "envelopes" are not deeded parcels.

However, nearly half, .69 ac of the 1.42 ac homesite envelope for Lot 4 was inadvertently placed in the wooded area near the Tar River, leaving the wooded area unprotected and exposed to disruption of the natural habitat from clearing and construction of impervious surfaces.

So, with all this said, we are simply seeking your approval for the following:

Permission to shift the corners of the building envelope completely out of the wooded area sufficient to result in an equal swap of square footage of the wooded portion of the envelop that is NOT under the CE for the exact same square footage of cleared area that IS currently under the CE (as shown on the attached drawing).

One thing to keep in mind. Because the building envelope of Lot 4 is not a recorded parcel, but rather represented by dotted lines on a plat, this action does not require any

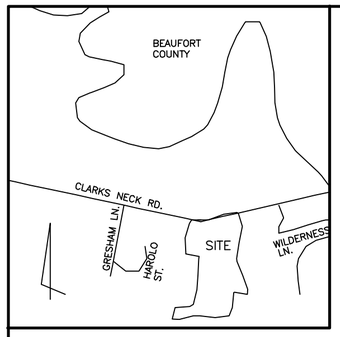
modification to property lines, deed description or the total land area under the CE. The attached drawing illustrates the location of both the current and proposed building envelops.

While there are some benefits to the Grantor, we hope you will recognize the significant "public benefit" resulting from this change and, thus, approve this request.

Respectfully submitted,

Fred Fletcher Jr.

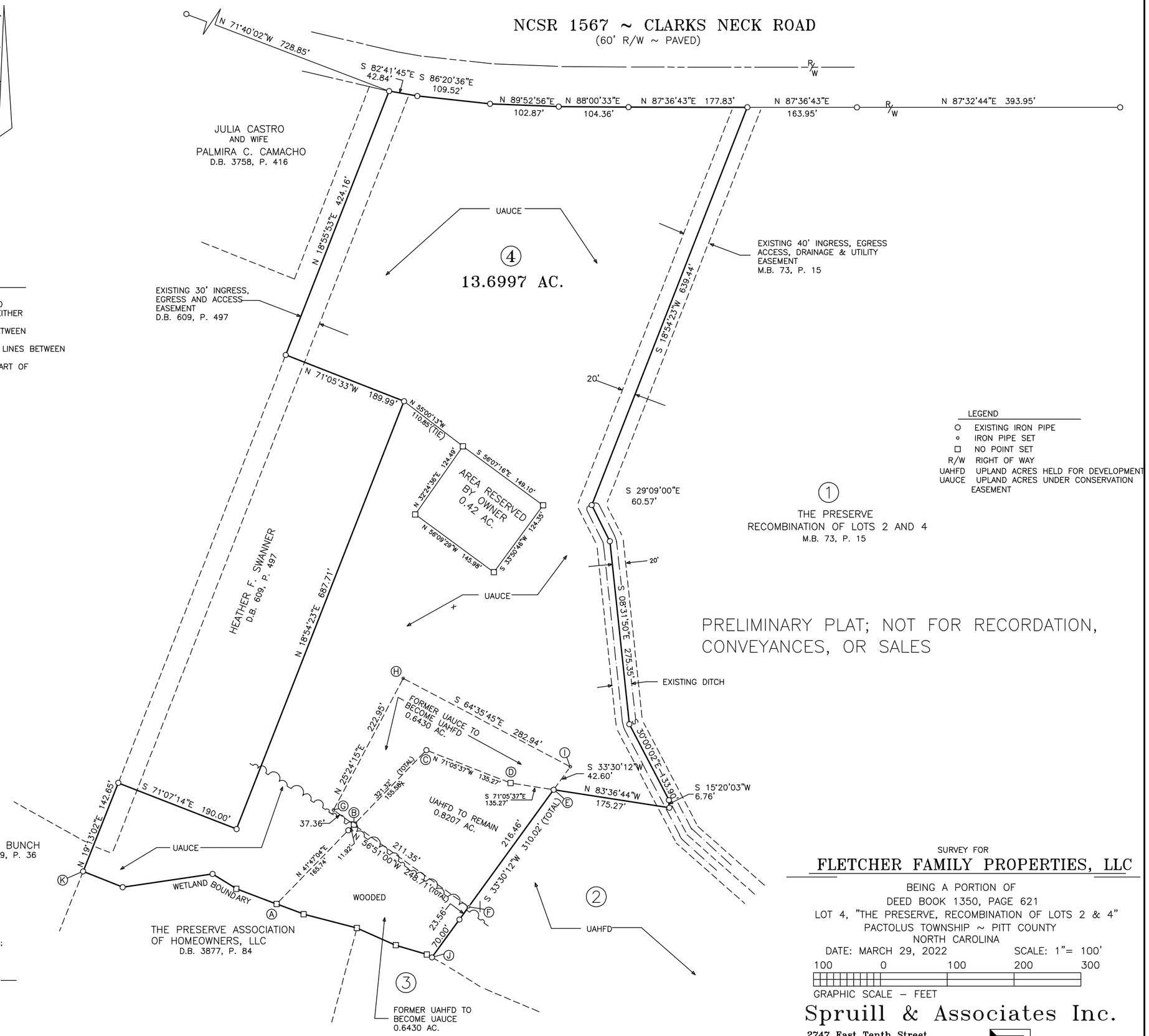
Fred Fletcher, Jr.
Grantor



VICINITY MAP
N.T.S.

NORTH (M.B. 73, P. 15)

NCSR 1567 ~ CLARKS NECK ROAD
(60' R/W ~ PAVED)



NOTES

- THIS IS A SURVEY OF PITT COUNTY TAX PARCEL 74358 FOR THE PURPOSE OF REVISING THE EASEMENT BOUNDARY BETWEEN UAHFD AND UAUCE WHILE CREATING NO NET CHANGE IN THE AREA OF EITHER UAHFD OR UAUCE
- LINES FROM A–B–C–D–E ARE THE EXISTING EASEMENT LINES BETWEEN UAHFD AND UAUCE AS SHOWN IN M.B. 73, P. 15
- LINES FROM F–B–G–H–I–E ARE THE PROPOSED NEW EASEMENT LINES BETWEEN UAHFD AND UAUCE
- THE LOCATION OF IMPROVEMENTS TO THE PROPERTY IS NOT A PART OF THIS SURVEY
- THE LOT 4 AREA

J–A CALL TABLE

BEARING	DISTANCE
N 62°46'04"W	9.03'
N 75°58'16"W	48.32'
N 68°30'52"W	63.53'
N 77°50'35"W	82.50'
N 71°47'10"W	43.24'

A–K CALL TABLE

BEARING	DISTANCE
N 71°47'33"W	64.38'
N 60°27'58"W	41.90'
S 79°10'52"W	135.99'
N 70°46'58"W	63.69'

LEGEND

- ○ EXISTING IRON PIPE
- ∘ IRON PIPE SET
- □ NO POINT SET
- R/W RIGHT OF WAY
- UAHFD UPLAND ACRES HELD FOR DEVELOPMENT
- UAUCE UPLAND ACRES UNDER CONSERVATION EASEMENT

PRELIMINARY PLAT; NOT FOR RECORDATION, CONVEYANCES, OR SALES

I CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET AND THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION (DEED REFERENCE SHOWN IN TITLE BLOCK); THAT BOUNDARIES SHOWN HAVE BEEN SURVEYED; THAT THE RATIO OF PRECISION IS 1: ____; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS ___ DAY OF _____, 2022.

STEPHEN N. SPRUILL L–2723

SURVEY FOR

FLETCHER FAMILY PROPERTIES, LLC

BEING A PORTION OF
DEED BOOK 1350, PAGE 621
LOT 4, "THE PRESERVE, RECOMBINATION OF LOTS 2 & 4"
PACTOLUS TOWNSHIP ~ PITT COUNTY
NORTH CAROLINA

DATE: MARCH 29, 2022 SCALE: 1"= 100'

100 0 100 200 300
GRAPHIC SCALE – FEET

Spruill & Associates Inc.
2747 East Tenth Street
Greenville, North Carolina 27858
(252) 757–1200
spruill@coastalnet.com
Firm No. C–978

060.57L4R

060.57L4R

From:	Fred Fletcher
To:	Mercer, Justin E
Cc:	Jesica Blake (jesica@coastallandtrust.org)
Subject:	FW: [External] RE: Tar River- Fletcher 2004A-012
Date:	Monday, October 24, 2022 2:45:11 PM
Attachments:	image001.png image004.png image005.png Rights of Grantor.pdf Lot4 Reconfig_03.01.22.pdf

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Good afternoon Justin.

I'm submitting another attempt to get the building envelope lines rearranged on Lot 4 of the Preserve subdivision as originally proposed. This time I can offer the removal of the entire steel cover to riding arena which will represent a removal of 20,000+/- SF of impervious surface from the community and the lot that is the subject of my request.

I am hopeful that this, and the below comments addressing the "considerations" for such a request, will serve as a fair trade off for the .64 acre swap of upland development land for .64 ac of CE land that I formerly requested.

Let me begin by addressing the below "considerations" you provided in your email response to me on April 7, 22. I have also attached a copy of the Grantor Rights section of the CE for your convenience.

From: Mercer, Justin E <justin.mercer@ncdcr.gov>
Sent: Wednesday, April 27, 2022 9:37 AM
To: Fred Fletcher <ffletcher@fletcherstrategies.com>; Jesica Blake <jesica@coastallandtrust.org>
Subject: RE: [External] RE: Tar River- Fletcher 2004A-012

Good Morning, Mr. Fletcher,

I apologize for not getting back to you Monday as previously indicated. I did have some discussion with our leadership about your request, and we did confirm that an amendment would be necessary in order to move the boundaries of the buildable area. When we met last week, we discussed whether or not this would be needed based on the area in question being depicted by a dashed line rather than a solid boundary line. While the dashed line does not reflect a property boundary, it is our understanding that is does represent the easement boundary. This isn't a building envelope in the traditional sense, but rather an area that was altogether excluded from the easement to facilitate development.

When considering amendment requests, our board follows an established Conservation Agreement Amendment Policy that outlines a number of considerations. Any request that involves changes to easement boundaries and does not involve a public works project must seek board approval and meet the following requirements:

[Fletch] The equal swap of .64 acres of upland building envelope for .64 acres of conservation easement plus the proposed removal of the riding arena cover representing over 20,000+ SF of impervious surface should adequately meet the below considerations:

1. Clearly serve the public interest and provide public or community benefit***[Fletch]*** Public and community benefit. Less runoff into the Tar River
2. Have a net beneficial effect on the relevant conservation values protected by the easement***[Fletch]*** Reduces the overall impervious surface to well below the limits imposed by the CE. According the Grantor Rights granted in the CE, Grantor is permitted to develop 8 additional residential lots to the existing house and construct impervious access roads to each. In reality the Grantor/Developer developed only 4 additional lots, 2 of which have been recombined to make a net of 3 new lots & one existing. Access has been provided via well maintained gravel roads serving all lots in the subdivision..
3. Must not result in private benefit other than the benefit inherent to the conservation agreement***[Fletch] There is no private benefit to the Grantor/developer beyond those original financial benefits for the Grantor/developer in return for limiting the development to no more than 9 residential lots as granted to the Grantor/developer by in the CE. Lot 4 is the only lot remaining that is unsold and if the request for re-alignment of the building envelop is not approved, it will make the lot less marketable and likely cause the Grantor/Developer to incur a financial loss.***
4. Must be consistent with the conservation purposes(s) and intent of the easement***[Fletch]*** The intent of the easement was to provide for an equestrian community of consisting of 9 lots specifically to be used for equestrian recreational uses via a development partnership between the Grantor/developer and the Clean Water Management Trust Fund. The proposed equal swap and removal of the arena cover should be well within the intent and purposes of the CE and the partnership
5. Must be consistent with the documented intent of the donor(s), other grantors, and any direct funding source***[Fletch]*** The intent of the Clean Water Management Trust fund, the Coastal Land Trust and the Grantor/Developer was to provide for the development of 8 residential lots and, in the process, ensure the perpetual protection of 178 acres of wetlands, approximately 20 acres of uplands, and approximately 2 miles of sensitive shoreline along the Tar Rivers and Tranters Creek. Lot 4 is remaining lot and the equal swap of land and re-alignment of the building envelope falls well within the intent of the donors, grantors, funding source and the NCCLT beneficiary
6. Demonstrate that no practicable alternatives exist and that the impacts have been minimized***[Fletch]*** . There is no practical alternative and, in fact, there is only a positive impact that would result from an equal swap of cleared upland CE acreage and wooded upland CE acreage. The wooded acreage would serve as an additional buffer between the homesite and the wetlands.

I've not yet heard back from other project partners on this request, so it is difficult for me to

comment on that at this time. I do think that there is a case to be made for meeting numbers 2, 4, and 6, but our staff gets hung up on numbers 1 and 3. In our discussions, it was difficult for staff to see a clear community benefit or service to the public resulting from this request. Furthermore, it's difficult to make a case that the primary purpose of this request isn't to benefit a private landowner.

I think that it is this last part that has resulted in the compensation policy that I mentioned to you last week. When this easement was first amended in 2006, we did not have any sort of established amendments policy nor stewardship staff and you were able to do a 1:1 exchange of land. Our policy was created in 2012 and requires that in situations like this where the decision to amend is at the sole discretion of our board, the NCLWF must be compensated by a ratio of at least 3:1. That compensation can be either monetary or land swap at the board's discretion. As you have initially proposed a land swap, we would need at least 1.92 acres in exchange for the proposed termination of 0.64 acres.

Ultimately, it is up to you if you still want to pursue a request to our board. In the case this moves forward, I will present your request in the context of the policy referenced above and let the board make the final decision. I will not attempt to speak for them, but my impression is that this request would not be viewed favorably, especially without compensation that aligns with policy. As the agenda has been set for Monday's Acquisition Committee meeting, and we have surpassed the required 2-week public notice for discussion of amendments, our next meeting will be in September. Unfortunately, that meeting is typically reserved for reviewing grant proposals and awarding funds and does not have the flexibility to consider additional business. As mentioned previously, that means that we would be looking at December as the earliest that we could seek a decision on your request.

Please let me know if any further discussion is needed and if you wish to move forward with your request. As we move closer to the December meeting, I may need additional information including all past monitoring reports from NCCLT that are not currently in NCLWF records.

Justin E. Mercer
Stewardship Manager
North Carolina Land and Water Fund
Division of Land and Water Stewardship
NC Dept. of Natural and Cultural Resources

Office/fax: **919-707-8105** Mobile: **919-208-9955**
justin.mercer@ncdcr.gov
nclwf.nc.gov

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WEAR a face covering.
WAIT 6 feet apart from other people.
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From: Fred Fletcher <ffletcher@fletcherstrategies.com>
Sent: Tuesday, April 19, 2022 9:09 AM
To: Mercer, Justin E <justin.mercer@ncdcr.gov>; Jesica Blake <jesica@coastallandtrust.org>
Subject: RE: [External] RE: Tar River- Fletcher 2004A-012

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Got it. Good timing.
Justin, if a "drop by" tomorrow is "highly probable", then let's do that.
Consider my schedule as being clear so pick your slot.
Also, I have attached a summary of our request along with a map showing the existing and the proposed building envelop lines. Thought this might be helpful for you to have in advance of our meeting.

From: Mercer, Justin E <justin.mercer@ncdcr.gov>
Sent: Tuesday, April 19, 2022 8:38 AM
To: Fred Fletcher <ffletcher@fletcherstrategies.com>; Jesica Blake <jesica@coastallandtrust.org>
Subject: RE: [External] RE: Tar River- Fletcher 2004A-012

Hello Fred,

I was in the process of typing this message when yours came through. My apologies, but I've had a change of schedule due to high winds at the coast and will not be making the trip today. Unfortunately, I've had to reschedule for tomorrow, which impacts our proposed backup Teams meeting. I can arrange for a virtual meeting today or can try to arrange to drop by tomorrow afternoon. Otherwise, I am open Friday for a virtual meeting. Again, I apologize for the inconvenience. Please let me know if an alternate time/date will work.

Justin E. Mercer
Stewardship Manager
North Carolina Land and Water Fund
Division of Land and Water Stewardship
NC Dept. of Natural and Cultural Resources

Office/fax: **919-707-8105** Mobile: **919-208-9955**
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From: Fred Fletcher <ffletcher@fletcherstrategies.com>
Sent: Tuesday, April 19, 2022 8:35 AM
To: Mercer, Justin E <justin.mercer@ncdcr.gov>; Jesica Blake <jesica@coastallandtrust.org>
Subject: RE: [External] RE: Tar River- Fletcher 2004A-012

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Good morning Justin.
Wondering if your schedule for your trip to Hyde County has firmed up?

From: Mercer, Justin E <justin.mercer@ncdcr.gov>
Sent: Monday, April 11, 2022 3:14 PM
To: Fred Fletcher <ffletcher@fletcherstrategies.com>; Jesica Blake <jesica@coastallandtrust.org>
Subject: RE: [External] RE: Tar River- Fletcher 2004A-012

Fred,

My trip to Hyde County on Tuesday is to meet with Jessica's colleagues, Walker and Janice. I will touch base with them in the next couple of days to try and figure out scheduling for the day. If meeting you on site doesn't work out, I will propose a MS Teams meeting on Wednesday after lunch. As of now, I can likely be flexible on the exact timing if there is a preferable option for you and/or Jesica.

Justin E. Mercer
Stewardship Manager
North Carolina Land and Water Fund
Division of Land and Water Stewardship
NC Dept. of Natural and Cultural Resources

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From: Fred Fletcher <ffletcher@fletcherstrategies.com>
Sent: Monday, April 11, 2022 2:37 PM
To: Mercer, Justin E <justin.mercer@ncdcr.gov>; Jesica Blake <jesica@coastallandtrust.org>; Summer, Will <will.summer@ncdcr.gov>
Subject: RE: [External] RE: Tar River- Fletcher 2004A-012

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Thanks for your response Justin. It's a rare occasion I'm flexible Tuesday as I'm open all day for a site visit which, of course, is surely preferred.
I would also suggest we schedule a Zoom call for either Wed or Fri just in case fail to connect F2F on Tuesday.
Jessica, I'm not sure you need to make the site visit but I expect you'd want to Zoom in on Wed or Fri if it come to that.

In the meantime…
MAKE SOMEBODY'S DAY GREAT!!
Fletch

FLETCHER STRATEGIES
INNOVATE / DISRUPT
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301 Wilderness Lane
Washington, NC 27889
C: 252.702.9794
FAX: 919.551.6903

From: Mercer, Justin E <justin.mercer@ncdcr.gov>
Sent: Monday, April 11, 2022 10:22 AM
To: Fred Fletcher <ffletcher@fletcherstrategies.com>; Jesica Blake <jesica@coastallandtrust.org>; Summer, Will <will.summer@ncdcr.gov>
Subject: RE: [External] RE: Tar River- Fletcher 2004A-012

Hello Jesica and Fred,

My apologies for not getting back to you last week. I am juggling the responsibilities of two positions at the moment and have just not had the opportunity to fully review this yet. I am planning on being out of the office Wednesday through Friday this week, but would be happy to set up an initial discussion for next week if that works. I currently have availability Wednesday or Friday of next week. I would offer to meet on site next Tuesday as I will have the pass very near this property on my way to/from Hyde County, but I can't be certain of the timing.

As far as the process itself goes, it will depend on exactly what the resulting impacts will be. Unfortunately, it is not a short process. It will begin with a desktop review of the easement, past monitoring reports and correspondence, and available GIS data. If the impact reaches a certain threshold, it must go to our acquisition committee and ultimately our board for approval. There is not enough time to get this request thoroughly reviewed in time for our May board meeting, so the next opportunity will be December. If it does not reach that threshold, a decision can be made at the staff level much sooner. However, in either case, all amendments currently must be reviewed by the State Property Office and get final approval by the Council of State (Governor, Secretary of State, Treasurer, Attorney General, etc.). This part is totally out of our control, so I would expect a 12–18-month timeline in the event your request is granted.

With that said, easement amendments are not taken lightly and are not granted unless certain criteria are met. In general, amendments should be in the public interest rather than that of the property owner. Not knowing the exact situation here, it doesn't sound like that is the case, but I'm willing to listen to your request. I've not yet read through the easement for this property, but I will need some additional information before I can review. First, I will need a justification for why the current configuration of the home site is not suitable/why the proposed configuration is better. Secondly, I need a map that depicts the home site as specified by the easement as well as the proposed site. Jesica should be able to help with that; shapefiles would be helpful as well. I am in the process of reviewing/revising our procedures for amendment requests and can discuss additional

needs if/when they are triggered through review.

Unless Will has a particular interest in staying involved in the process, I think we can take him off the email chain moving forward. He will certainly be looped back in on the back side as he will have to co-sign any approval, but I think that we can hammer out the details without trying to work around his schedule. Let me know if either of those days next week will work for the two of you.

Justin E. Mercer
Stewardship Manager
North Carolina Land and Water Fund
Division of Land and Water Stewardship
NC Dept. of Natural and Cultural Resources

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From: Fred Fletcher <ffletcher@fletcherstrategies.com>
Sent: Monday, April 11, 2022 9:27 AM
To: Jesica Blake <jesica@coastallandtrust.org>; Mercer, Justin E <justin.mercer@ncdcr.gov>; Summer, Will <will.summer@ncdcr.gov>
Subject: [External] RE: Tar River- Fletcher 2004A-012

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Good morning Justin and Will and thank you Jessica.
Thought I should reach out to you and make the connection so we can start the conversation. What information specifically do you need to process my request? I'm available most of this week for a call. What works for you two?

My contact info is below.

In the meantime…
MAKE SOMEBODY'S DAY GREAT!!
Fletch

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WASHINGTON OFFICE
301 Wilderness Lane
Washington, NC 27889
C: 252.702.9794
FAX: 919.551.6903

From: Jesica Blake <jesica@coastallandtrust.org>
Sent: Thursday, April 7, 2022 12:17 PM
To: justin.mercer@ncdcr.gov; will.summer@ncdcr.gov; Fred Fletcher <ffletcher@fletcherstrategies.com>
Subject: Tar River- Fletcher 2004A-012

Justin and Will,
I have spoken with landowner Fred Fletcher about a landowner request he has regarding his conservation property. He is proposing a slight reconfiguration of one of the home sites that would not have any acreage change but would change the boundaries of the home site. We would like to speak with you about this request and also would like to understand the process NC Land and Water Fund has for this type of request. Fred Fletcher is included in this email to connect you all with him directly.
Please let me know if you have any questions and/or if you would like to set up a time to speak further.
Best,
Jesica

COASTAL LAND TRUST

Jesica Blake
(she/hers)
Associate Director &
Director of Stewardship and Community Conservation

3 Pine Valley Dr.
Wilmington, NC 28412
Office: 910-790-4524 x2030
Cell: 910-612-1993

CoastalLandTrust.org

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BOOK 1885 PAGE 013

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05 MAR 29 PM 2:58
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STATE OF NORTH CAROLINA
COUNTY OF PITT

Parcel No. 049531

CONSERVATION EASEMENT
TAR RIVER/FLETCHER TRACT

Prepared by: Clean Water Management Trust Fund and North Carolina Coastal Land Trust
mail: After Recording, Return to: North Carolina Coastal Land Trust - see below
Fletcher, Ray & Satterfield, LLP
131 Racine Drive, Suite 201 Wilmington, NC 28403

THIS CONSERVATION EASEMENT ("**Conservation Easement**") is made on this 18th day of March, 2005 by and between Fletcher Family Properties, LLC, a North Carolina limited liability company with an address at 6870 Clark's Neck Road, Washington, North Carolina 27889 ("**Grantor**") and the North Carolina Coastal Land Trust, a nonprofit corporation organized and existing under the laws of State of North Carolina with an address at 131 Racine Drive, Suite 101, Wilmington, North Carolina 28403, its successors and assigns (**"Grantee"**).

RECITALS & CONSERVATION PURPOSES

A. Grantor is the sole owner in fee simple of the property containing 225 acres more or less, located in Pactolus Township, Pitt County, North Carolina, and more particularly described in an instrument recorded in Book 1350, Page 621, less and except all that certain three acre tract described in an instrument recorded in Book 609, Page 497 and depicted on a map recorded in Map Book 45, Page 132, all in the Pitt County Registry (hereinafter the "**Property**"); and

B. Grantor and Grantee have agreed to set aside 204.02 acres of the Property (as described herein below and hereinafter referred to as the "**Easement Area**"), for the purpose of creating a Conservation Easement to preserve, enhance, restore, and maintain the natural features and resources of the Easement Area, to provide habitat for native plants and animals, to improve and maintain water quality, and to control runoff of sediment (hereinafter the "**Conservation Values**").

C. The Easement Area is described as all of Tracts A, B, and C, as depicted on a

survey (hereinafter the "**Survey**") dated January 21, 2005, last revised February 12, 2005, entitled "Fletcher Family Properties, L.L.C." prepared by Jarvis Associates, P.A. Engineers, Planners, Surveyors, recorded in Plat Book 63, Slide 10, Pitt County Registry, together with the right of ingress, egress and regress over, upon and across the Property to and from the Easement Area.

D. Grantee is a non-profit organization established for the purpose of promoting the preservation of ecologically valuable lands, natural and wildlife habitat, and lands with significant natural and open space values in the State of North Carolina for charitable, scientific, educational and aesthetic purposes.

E. Grantor and Grantee recognize that the Easement Area is located adjacent to the Tar River and Tranters Creek, its tributary, and the Easement Area has been deemed by the State of North Carolina to qualify as a riparian buffer, addressing the cleanup and prevention of pollution of the State's surface waters, and the establishment of a network of riparian buffers. Moreover, Grantor and Grantee recognize that the Easement Area has other Conservation Values including fish and wildlife conservation, open space, and scenic values.

F. The Clean Water Management Trust Fund, ("**Fund**") with an address at 1651 Mail Service Center, Raleigh, North Carolina 27699-1651 is an agency of the State of North Carolina ("**State**"), with an address at c/o State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321, and is authorized by Article 18, Chapter 113A of the General Statutes of North Carolina 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

G. Grantee has received a grant from the Fund identified as Grant Agreement No. 2004A-012 ("**Grant Agreement**") for acquisition of a Conservation Easement in consideration of which Grantor has agreed that the Easement Area will be conserved and managed in a manner that will protect the quality of waters of the Tar River and otherwise promote the public purposes authorized by Article 18, Chapter 113A of the North Carolina General Statues ("**N.C.G.S.**")

H. The Grantor, Grantee, State and Fund (collectively referred to herein as the "**Parties**") hereto intend that the Conservation Values of the Easement Area will be preserved and managed pursuant to the terms and conditions of said Grant Agreement entered into between the Grantee and the Fund on January 20, 2005, incorporated herein by reference, and available for inspection in the offices of the North Carolina Department of Environment and Natural Resources, the Grantor, and Fund. The Parties further acknowledge and agree that Grantee will accept this Conservation Easement; that the State will be the ultimate Grantee and holder of this Conservation Easement; and, that Grantor has received consideration for granting this Conservation Easement to the Grantee and restricting the uses of the Easement Area; and

I. Grantor and Grantee acknowledge that the Easement Area is currently unimproved except for a pond, a picnic shelter, and two pastures, all of which are located on the upland portion of the Easement Area denoted on the Survey. The characteristics of the Easement

Area, its current use and state of improvement are described in an Environmental Documentation Report (the "**Report**") that is on file in the offices of the Grantee and the Fund, and available for public inspection. The Parties acknowledge that the Report is the appropriate basis for monitoring compliance with the objectives of preserving the conservation and water quality values; and that it is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the present condition of the Easement Area if there is a controversy over such present condition.

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, this Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Easement Area, together with the right and easement to preserve and protect the Conservation Values.

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 Easement Area that will significantly impair or interfere with the preservation of said Conservation Values. Grantor intends that this Conservation Easement will restrict the use of the Easement Area to such activities as are consistent with the Conservation Values described in the Recitals herein.

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 fee simple ownership of the Easement Area, including the right to engage in or permit others to engage in uses of the Easement Area that are not inconsistent with the purpose(s) of this Conservation Easement. All rights reserved by Grantor are reserved for Grantor, its 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. Passive Recreational Use. Grantor reserves the right to engage and permit others to engage in passive recreational uses of the Easement Area, requiring no surface alteration of the land except as set forth in Article II, Section B, par. 2 herein and posing no threat to the Conservation Values, including, without limitation, walking, fishing, or animal and plant observation, and any other purpose consistent with maintaining the Conservation Values of this Conservation Easement. Grantor reserves the right to lease and license hunting, fishing, nature and historic tours, photography and filming, horseback riding, and other similar passive or

"ecotourist" type commercial recreational activities and uses; provided; however that all such activities must not significantly impair or interfere with the Conservation Values of the Easement Area as set forth in the Recitals hereinabove. Furthermore, such activities shall not violate the standard set forth in Section 2031(c)(8)(B) of the Internal Revenue Code, or any successor section, which prohibits more than a *de minimus* use for a commercial recreational activity.

B. Equestrian and Other Uses of the Upland Portion of the Easement Area. Grantor reserves the following rights and uses with respect to the upland portion (25.44 acres) of the Easement Area as depicted on the Survey as "UPLAND ACRES UNDER CONSERVATION EASEMENT 1107799.43 ± SQUFT 25.44 ± ACRES TRACT B" ("**Upland Area**"):

1. Equestrian use, including the right to lease such use; provided that if Grantor leases such use, Grantor shall remain liable for compliance with all terms and conditions under this Conservation Easement and shall cause any such lessee to so comply.
2. Construction of up to six (6) small horse walk-in sheds constructed pursuant to all required permits, and in a location within the Upland Area that best promotes the Conservation Values.
3. The right to maintain, repair and replace, but not to enlarge, the existing picnic shelter and pond in their existing locations on the date hereof.
4. The right to construct impervious access roads, entry features and above-ground and underground utilities (the "**Improvements**") on the Upland Area (provided however, the impervious surface of the Improvements are limited in the manner provided herein) serving no more than nine (9) single-family residential lots (eight (8) plus the existing single-family home site) developed on that portion of the Property depicted on the Survey as "UPLAND ACRES "HELD FOR DEVELOPMENT" 710463.60 ± SQFT 16.31 ± ACRES TRACT D" ("**Upland Acres Held for Development**") . The Improvements can be located only on the Upland Area and must have a limit on the percentage of impervious surface coverage as previously referenced and further described below.
5. The right to construct horse riding trails, and a ring/arena pursuant to a plan approved in advance and in writing by Grantee and concurred with by the Fund.
6. The right to maintain and fence the Upland Area as pasture and paddocks, including installation of wells and aquifers for irrigation and the reshaping of land topography where appropriate to collect and minimize storm water runoff from the Upland Area, provided however that: all such construction and use is (i) approved by or in compliance with "Best Management Practices" for pasture areas as set forth by the Natural Resource Conservation Service or the local Soil and Water Conservation District, as applicable; ii) in compliance with all applicable local, state and federal rules and regulations; and iii) in a location within the Upland Area that best promotes the Conservation Values.
7. The right to use motor vehicles in connection with the rights reserved by Grantor under this Article II.

Notwithstanding anything to the contrary contain in this Article II or elsewhere in this Conservation Easement (a) the rights reserved by the Grantor on the Upland Area are allowed as an amenity to no more than nine (9) single-family residential lots (eight (8) plus the existing single-family home site) developed on the Upland Acres Held for Development; (b) the existing home site located on the balance of the parent parcel outside the Easement Area will continue to be afforded access to Tranters Creek via the wetlands portion of the Easement Area; (c) no additional home sites will have access to Tranters Creek through the wetlands portion of the Easement Area; (d) the total amount of impervious surfaces within the Upland Area shall be less than one percent (1%) of the total Easement Area; and (e) Grantor's uses and activities shall not violate the standard set forth in Section 2031(c)(8)(B) of the Internal Revenue Code, or any successor section, which prohibits more than a *de minimus* use for a commercial recreational activity; and the uses and the rights of Grantor hereunder shall be so limited.

ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. The Easement Area 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.

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 Easement Area, except for certain commercial ecotourism uses as noted in Article II above.

B. Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations are prohibited on the Easement Area, except as noted in Article II above for use of the Upland Area for equestrian and related uses.

C. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or the disturbance of other natural features within the Easement Area except as noted in Article II above and for the following: (1) as incidental to boundary marking, fencing, signage, (2) selective cutting and prescribed burning or clearing of vegetation and the application of mutually approved herbicides and pesticides for fire containment, protection and damage, insect and disease control, storm-related damage, human safety, restoration of hydrology, wetlands enhancement and/or control of non-native plants; subject however to a written plan for same prepared by a registered forester, (3) hunting and fishing pursuant to applicable local, state and federal rules and regulations; and (4) removal of damaged trees and debris caused by storm and fire and posing a threat to life or property.

D. Construction of Buildings and Recreational Use. 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 Easement Area except within the Upland Area as noted in Article II above and for the following: placement and display of no trespassing signs, local, state or federal traffic or similar informational signs, for sale or lease signs, boundary fencing, entry signs, signs identifying the Conservation Values and purposes of the Easement Area, and/or signs identifying the Grantor as owner of the Property, the Grantee and State as holders of this Conservation Easement, and the Fund as the source of funding for the acquisition of the Conservation Easement; signs proclaiming that the Easement Area will remain in its protected state, educational and interpretative signs, identification labels or any other similar temporary or permanent signs, reasonably satisfactory to the Fund.

E. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of combating erosion or incidental to any conservation management activities otherwise permitted in the Easement Area.

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

H. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Easement Area is prohibited. Manure from the equestrian facility permitted in Article II above must be either disposed of offsite or may be applied to the pasture in the Upland Area if applied at agronomic rates as published by the North Carolina Cooperative Extension Service.

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

J. Mitigation. There shall be no use of the Easement Area or any portion thereof to satisfy compensatory mitigation requirements under 33 U.S.C. Section 1344 or N.C.G.S. 143-214.11 or any successor or replacement provision of the foregoing.

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 Easement Area that is inconsistent with the purposes of this Conservation Easement, and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor 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 Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Easement Area; 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, and the Fund, have the right, with reasonable notice, to enter the Property and Easement Area at reasonable times for the purpose of inspecting the Easement Area to determine whether the Grantor, Grantor's representatives, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. 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. 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 fair market value of the Grantee's, its successors and assigns, interest in the Property on 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 shall use its share of the Proceeds of Sale in a manner consistent with the conservation purposes set forth herein.

D. Changed Conditions. When a change in conditions gives rise to the extinguishment of this Conservation Easement or a material term or provision hereof by judicial proceeding, the Grantee, its successor 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 fair market value of the Grantee's, its successors and assigns, interest in the Property on 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 Easement Area, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. Grantee 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 Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to Easement Area or harm to the Easement Area 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. Easement Area Condition. The Parties acknowledge that the Easement Area is undeveloped, with no improvements other than as described herein and in the Report, and general service and utility easements and rights of way of record.

B. Title. The Grantor covenants and represents and warrants (i) that the Grantor is the sole owner and is seized of the Property and the Easement Area in fee simple and has good right to grant and convey the aforesaid Conservation Easement; (ii) that there is legal access to the Property and the Easement Area, that the Easement Area 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; and (iii) Grantor shall defend its title against the claims of all persons whomsoever, and Grantor covenants that the Grantee, its successors and assigns, shall have the right to monitor and defend the terms of the aforesaid Conservation Easement.

ARTICLE VI. MISCELLANEOUS

A. Subsequent Transfers of the Fee. Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof, to include the Easement

Area described herein, to notify the Grantee and the State in writing of the names and addresses of any party to whom the Property 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 or Easement Area is conveyed.

B. Subsequent Transfers of the Conservation Easement. The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable with any such assignee having all the rights and remedies of Grantee hereunder. The Parties hereby covenant and agree, that in the event this Conservation Easement is transferred or assigned, the transferee or assignee of the Conservation Easement 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 there under (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 a qualified holder as that term is defined in NCGS §121-35 (2) or any successor statute. The Parties further covenant and agree that the terms of the transfer or the 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 as set forth in the Recitals herein. Grantee, its successors or assigns, hereby covenants and agrees that subsequent to any transfer as provided for herein, it will continue to monitor and observe the Easement Area in perpetuity for such purposes set forth by this Conservation Easement and Grant Agreement, and to report to the Fund and the State any observed violations on the Easement Area.

C. Existing Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation to the Grantor as owner of the Property, which includes the Easement Area. Among other things, this shall apply to:

1. Taxes. The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Easement Area, the Grantor will reimburse the Grantee for the same.
2. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Area, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Easement Area.
3. Liability and Indemnification. If the Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Easement Area, the Grantor shall indemnify and reimburse the Grantee for these payments, as well as reasonable attorneys' fees and other expenses of defending itself, unless the Grantee has committed a deliberate act that is determined to be the sole cause of the injury or damage. In addition, Grantor warrants that Grantee shall be maintained as an additional insured on Grantor's liability insurance policies covering the

Property.

D. Conservation Purpose.

1. Grantor and Grantee, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes set forth by the Grant Agreement, this Conservation Easement and as specified in Section 170(h)(4)(A).
2. 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 and Easement Area.
3. 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 agreements 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.

E. Recording. Grantee shall record this instrument and any amendment hereto in timely fashion in the official records of Pitt County, North Carolina, and may re-record it at any time as may be required to preserve Grantee's rights.

F. 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.

G. Amendments. Grantor and Grantee, or their successors in interest in the Easement Area, 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 Pitt County, North Carolina.

H. Environmental Condition of the 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 or the Easement Area that may prohibit or impede use of the Property or the Easement Area for the purposes set forth herein and the Grantor will not allow such uses or conditions.

I. 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 Parties 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, if any, attached hereto are incorporated herein by reference.

J. Indemnity. The Grantor agrees to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless Grantee 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 hazardous substance, waste or other regulated material in, on or under the property.

K. 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.

L. 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.

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

N. Subsequent Liens and Transfers. No provisions of this Conservation Easement shall be construed as impairing the ability of Grantors to use this Easement Area for collateral for borrowing purposes, provided that any mortgage or lien arising there from shall be subordinated to this Conservation Easement. The Property owner shall not convey the Property or any interest therein, and shall not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Conservation Easement and the obligations of the Property owner and limitations on use of the Property.

TO HAVE AND TO HOLD unto NORTH CAROLINA COASTAL LAND TRUST, 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 Easement Area.

IN WITNESS WHEREOF, Grantor and Grantee, by authority duly given, have hereunto caused these presents to be executed in such form as to be binding, to be effective upon the date of recordation in the public records of Pitt County, North Carolina.

GRANTOR

Fletcher Family Properties, LLC, a NC limited liability company

BY: _____ (Seal)
Fred Fletcher, Jr.
Member/Manager

Catherine S. Fletcher (Seal)
Catherine S. Fletcher
Member/Manager

State of North Carolina
County of Beaufort

I, Lesley B. Woolard, a Notary Public of Beaufort County and State of North Carolina, do hereby certify that Fred Fletcher, Jr. personally appeared, who being by me first duly sworn, says that he is a member and a manager of Fletcher Family Properties, LLC, the limited liability company described in and which executed the foregoing instrument; that he executed said instrument in the limited liability company name by subscribing his name thereto; and that the instrument is the act and deed of said limited liability company. Witness my hand and official stamp or seal, this 15th day of March, 2004.

My Commission Expires: 11-1-06 Lesley B. Woolard Notary Public

[Notarial Seal]

LESLEY B WOOLARD NOTARY PUBLIC BEAUFORT COUNTY, N. C.

State of North Carolina
County of Beaufort

I, Lesley B. Woolard, a Notary Public of Beaufort County and State of North Carolina, do hereby certify that Catherine S. Fletcher personally appeared, who being by me first duly sworn, says that she is a member and a manager of Fletcher Family Properties, LLC, the limited liability company described in and which executed the foregoing instrument; that he executed said instrument in the limited liability company name by subscribing his name thereto; and that the instrument is the act and deed of said limited liability company. Witness my hand and official stamp or seal, this 15th day of March, 2004.

My Commission Expires: 11-1-06 Lesley B. Woolard Notary Public

[Notarial Seal]

LESLEY B WOOLARD NOTARY PUBLIC BEAUFORT COUNTY, N. C.

GRANTEE
North Carolina Coastal Land Trust
A North Carolina non-profit corporation

Hannah Hoff
By: _____
Its: ____ President

Attest:

Camilla M. Herlevich
By: Camilla M. Herlevich, Assistant Secretary

corporate seal

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Catherine G. Gorum, a Notary Public in and for said County and State do hereby certify that Camilla M. Herlevich personally appeared before me this day and duly acknowledged that she is the Assistant Secretary of NORTH CAROLINA COASTAL LAND TRUST, a North Carolina nonprofit corporation, and that by authority duly given and as the act of the Company, the foregoing instrument was signed in its name by Hannah Hoff its _____ President, sealed with its corporate seal and attested by her as its Assistant Secretary.

WITNESS my hand and notarial seal, this 11th day of March, 2004.

Catherine G. Gorum
Notary Public

My commission expires: Jan 24, 2007

CATHERINE G. GORUM
NOTARY PUBLIC
NEW HANOVER COUNTY, N.C.

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Lesley B. Woolard and Catherine G. Gorum
Notary(ies) Public is (are) certified to be correct. Filed for registration at 2:58 o'clock P M. this 29 day of March 2005.
JUDY J. TART, Register of Deeds
By _____
~~Assistant/Deputy~~ Register of Deeds

BOOK 1885 PAGE 026

FILED
JUDY J. TART
REGISTER OF DEEDS
05 MAR 29 PM 2:59
PITT COUNTY, NC

Mail:
Return to Fletcher, Ray & Satterfield, LLP 131 Racine Drive, Suite 201
Wilmington, NC 28403

STATE OF NORTH CAROLINA

Tax Parcel ID #: 049531

COUNTY OF PITT

ASSIGNMENT OF CONSERVATION EASEMENT

Prepared by: Clean Water Management Trust Fund and North Carolina Coastal Land Trust
After Recording, Return to: Clean Water Management Trust Fund

This **ASSIGNMENT OF CONSERVATION EASEMENT** ("Assignment") is executed as of the 18th day of March, 2005, by **NORTH CAROLINA COASTAL LAND TRUST**, a nonprofit North Carolina corporation ("Trust"), to and in favor of the **STATE OF NORTH CAROLINA**, ("State" or "Assignee"), acting by and through the **NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND** with its address at 1651 Mail Service Center, Raleigh NC 27699-1651 ("Fund").

RECITALS

A. Trust is Grantee of that certain Conservation Easement dated March 18, 2005 and recorded in Book 1885 at Page 13 Pitt County Registry, ("Conservation Easement"), from Grantor therein, Fletcher Family Properties, LLC, a North Carolina limited liability company with an address at 6870 Clark's Neck Road, Washington, North Carolina 27889, ("Grantor") over certain property located in the Tar River Basin in Pitt County, North Carolina described therein and herein below.

B Grantor is the sole owner in fee simple of the property containing 225 acres more or less, located in Pactolus Township, Pitt County, North Carolina, and more particularly described in an instrument recorded in Book 1350, Page 621, less and except all that certain three acre tract described in an instrument recorded in Book 609, Page 497 and depicted on a map recorded in Map Book 45, Page 132, all in the Pitt County Registry (hereinafter the "Property"); and

C. The property subject to the Conservation Easement (hereinafter referred to as the "Easement Area") is 204.02 acres, more or less, is described as all of Tracts A, B, and C as depicted on a survey dated January 21, 2005, last revised February 12, 2005, entitled "Fletcher Family Properties, L.L.C." prepared by Jarvis Associates, P.A. Engineers, Planners, Surveyors, recorded in Plat Book 63, Slide 19, Pitt County Registry, together with the right of ingress, egress and regress over, upon and across the Property to and from the Easement Area.

D. The Clean Water Management Trust Fund, with an address at 1651 Mail Service Center, Raleigh NC 27699-1651 ("Fund") is an agency of the State of North Carolina ("State"), , and is authorized by Article 18, Chapter 113A of the General Statutes of North Carolina 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

E. Trust has receive a grant from the Fund to purchase a conservation easement for the purpose of protecting water quality, as more particularly described in the Grant Agreement dated January 20, 2005 entered into between the Trust and State identified as Grant Agreement # 2004A-012 ("Grant Agreement") and the application and supporting materials which are on file with the State in connection with the Grant Agreement, which Grant Agreement is incorporated herein by reference. The conservation purposes include protection of riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies.

NOW, THEREFORE, for and in consideration of monies coming in whole or in part from the Clean Water Management Trust Fund of the State of North Carolina, in fulfillment of terms of the Grant Agreement identified herein, and for other good and valuable consideratio the receipt and sufficiency of which is hereby acknowledged, Trust does hereby assign, transfer, set over, convey and deliver to the State and State, acting by and through Clean Water Management Trust Fund, hereby accepts all Trust's rights, duties and interests in the Conservation Easement, incorporated herein by this reference, including but not limited to the right of ingress, regress and egress to said Property as set forth therein. **However,** the Trust hereby expressly reserves from this conveyance the *nonexclusive rights* it initially acquired by the Conservation Easement to monitor and to observe the Conservation Easement and the right of ingress, regress and egress to the Property for such purposes as described in said Conservation Easement and Grant Agreement.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, Trust and Assignee, by authority duly given, have hereunto caused these presents to be executed in such form as to be binding, to be effective upon the date of recordation in the public records of Pitt County, North Carolina.

TRUST:

NORTH CAROLINA COASTAL LAND TRUST

By: _____
Hannah Holt, President

ATTEST:

By: _____
Camilla M. Herlevich, Ass't Secretary

(Corporate Seal)

NORTH CAROLINA
NEW HANOVER COUNTY

I, *Catherine G. Gorum*, a Notary Public of *New Hanover County*, North Carolina do hereby certify that Camilla M. Herlevich personally appeared before me this day and acknowledged that she is the Assistant Secretary of **NORTH CAROLINA COASTAL LAND TRUST**, a non-profit corporation, and that by authority duly given and as act of the corporation the foregoing instrument was signed in its name by Hannah Holt, its President, sealed with its corporate seal and attested by herself as its assistant secretary.

Witness my hand and notarial seal this the 11th day of March, 2005.

_____
Catherine G. Gorum
NOTARY PUBLIC

My commission expires: January 24, 2007

CATHERINE G. GORUM
NOTARY PUBLIC
NEW HANOVER COUNTY, N.C.

Signature Page for Clean Water Management Trust Fund

ASSIGNEE:

STATE OF NORTH CAROLINA BY AND THROUGH
NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND

BY: William E. Holman

William E. Holman, Executive Director
North Carolina Clean Water Management Trust Fund

NORTH CAROLINA
~~WAKE~~ COUNTY
HARNETT

I, the undersigned, a Notary Public in and for the aforesaid county and state, do hereby certify that **WILLIAM E. HOLMAN** personally appeared before me this day and acknowledged that he is the **EXECUTIVE DIRECTOR** of **NORTH CAROLINA CAROLINA CLEAN WATER MANAGEMENT TRUST FUND,** an agency of the State of North Carolina acting on the behalf of said state, and that by authority duly given he executed the foregoing and annexed instrument for the purposes and intents therein expressed. Witness my hand and official stamp or seal this the 17 day of March, 2005.

Margaret Regina Weaver
NOTARY PUBLIC
Stamp/Seal

MARGARET REGINA WEAVER NOTARY PUBLIC *** HARNETT COUNTY, NC

My commission expires: My Commission Expires 7-28-2009.

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Catherine G. Gorum and Margaret Regina Weaver
Notary(ies) Public is (are) certified to be correct. Filed for registration at 2:59 o'clock P M. this 29 day of March 20 05.

JUDY J. TART, Register of Deeds
By _____
~~Assistant/Deputy~~ Register of Deeds

Doc ID: 005101660003 Type: CRP
Recorded: 10/14/2008 at 11:17:39 AM
Fee Amt: $20.00 Page 1 of 3
Pitt County, NC
Judy J. Tart Register of Deeds
BK 2553 PG 589-591

DEED OF RELEASE

Prepared by and after Recording Return to: Mail

Ms. Robin M. Hammond, Esquire
Real Property Counsel
NC Clean Water Management Trust Fund
1651 Mail Service Center
Raleigh, NC 27699-1651

STATE OF NORTH CAROLINA
COUNTY OF PITT

Parcel No. 049531
CWMTF No. 2004A-012

THIS DEED OF RELEASE, made, given, and effective as of the 25th day of September, 2008, by the **STATE OF NORTH CAROLINA**, Grantor, to **FLETCHER FAMILY PROPERTIES, LLC**, Grantee, a North Carolina limited liability company doing business in and around Pitt County, North Carolina.

WITNESSETH:

WHEREAS, North Carolina Clean Water Management Trust Fund (the "Fund") entered into a grant agreement styled as CWMTF No. 2004A-012 between the Fund and North Carolina Coastal Land Trust ("NCCLT"); and

WHEREAS, pursuant to said grant agreement, Grantee conveyed to NCCLT that certain Conservation Easement recorded on March 29, 2005 in Book 1885, Page 13, Pitt County Registry, encumbering the real property described therein (the "Property"), which is located in the Pactolus Township, Pitt County, North Carolina, and is a portion of the property of Fletcher Family Properties, LLC as recorded in Deed Book 1350, Page 621 of the Pitt County Registry, and further depicted on a map filed in Plat Cabinet 63, Slide 12, Pitt County Registry; and

WHEREAS, pursuant to the terms of said grant agreement, NCCLT assigned the Conservation Easement to the State by and through the Fund, said assignment being recorded in Book 1885, Page 26, Pitt County Registry; and

WHEREAS, North Carolina Department of Transportation (NCDOT) is in the process of replacing the bridge crossing Tranter's Creek and has requested that the State release from the Conservation Easement the area necessary to accomplish such bridge replacement.

3

WHEREAS, pursuant to the terms of the Conservation Easement, the Fund should be compensated for the easement area lost pursuant to the value of the Conservation Easement as of the date it was recorded. Further, the Conservation Easement requires the Fund to use the condemnation proceeds in a manner consistent with the goals of the Conservation Easement.

WHEREAS, the Fund's Board of Trustees considered this request at its meeting held on June 9, 2008 in Raleigh, North Carolina and voted to recommend approval to the North Carolina Council of State; and

WHEREAS, the North Carolina Council of State considered this request at its meeting on August 5, 2008 in Raleigh, North Carolina, and voted to approve the request.

NOW, THEREFORE, Grantor, for one dollar ($1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto Grantee, its heirs, administrators, successors and assigns, all right, title and interest which it may have in the following 2.0486-acre portion of the Property, said portion being more particularly described as follows:

> Point of beginning being the northeast corner of the Property, and being S 47° 30'13" E, 46.56 feet from a point in the center line of –L-Sta. 21+00; thence to a point on a bearing of S 00° 00'00" E, a distance of 28.9 feet; thence to a point on a bearing of N 89° 23'04" W, a distance of 36.8 feet; thence to a point on a bearing of N 87° 37' 19" W, a distance of 164.0 feet; thence to a point on a bearing of N 86° 27' 44" W, a distance of 299.7 feet; thence to a point on a bearing of N 00° 52' 24" E, a distance of 20.0 feet; thence along a circular curve 300.2 feet and having a radius of 11429.2 feet. The chord of said curve being on a bearing of S 88° 22' 28" E, a distance of 300.2 feet; thence to a point on a bearing of S 87° 37' 19" E, a distance of 199.6 feet; returning to the point and place of beginning.

TO HAVE AND TO HOLD said land and premises to Grantee and its heirs, administrators, successors and assigns, free and discharged from the encumbrance of the Conservation Easement. Except insofar as the aforesaid lands are released, the encumbrance of the Conservation Easement on the remaining real property described therein shall remain in full force and effect.

[The remainder of this page is intentionally left blank.]
[See next page for signatures and acknowledgement.]

IN TESTIMONY WHEREOF, the State of North Carolina has caused this instrument to be executed in its name by MICHAEL F. EASLEY, Governor, attested by ELAINE F. MARSHALL, Secretary of State, and the Great Seal of the State of North Carolina hereunto affixed, by virtue of the power and authority aforesaid, all as of the day and year first above written.

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

By: Elaine F. Marshall
Secretary of State

APPROVED AS TO FORM:

ROY COOPER
Attorney General

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Jennell Baughman, a Notary Public for Johnston County, North Carolina, do certify that ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of the State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by MICHAEL F. EASLEY, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 25th day of September, 2008.

JENNELL BAUGHMAN
Notary Public
Johnston County
State of North Carolina
My Commission Expires Nov 21, 2011

Jennell Baughman
Notary Public
Print Name: Jennell Baughman

My commission expires: 11-21-2011

Doc ID: 000903430005 Type: CRP
Recorded: 12/15/2006 at 04:07:28 PM
Fee Amt: $26.00 Page 1 of 5
Excise Tax: $0.00
Pitt County, NC
Judy J. Tart Register of Deeds
BK 2235 PG 597-601

MODIFICATION TO CONSERVATION EASEMENT
(TAR RIVER/FLETCHER TRACT)

Prepared by: Wayland Sermons, Esquire and Robin Hammond, CWMTF Real Property Counsel

After Recording Return to: Mail **NC Clean Water Management Trust Fund**
Attn: Real Property Counsel
1651 Mail Service Center
Raleigh, NC 27699-1651

NORTH CAROLINA
PITT COUNTY

Parcel No. 049531
CWMTF No. 2004A-012

THIS MODIFICATION to Conservation Easement, hereinafter referred to as "Modification" is made on this ____ day of _____ 2006, by and between **FLETCHER FAMILY PROPERTIES, LLC, a NC limited liability company**, with an address of 6870 Clark's Neck Road, Washington, North Carolina 27889, ("**Grantor**") and **NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND ("Fund")**, an independent agency of the **STATE OF NORTH CAROLINA ("State")**.

RECITALS:

A. On the 29th day of March, 2005, Grantor did give grant and convey unto North Carolina Coastal Land Trust ("NCCLT") a Conservation Easement in that certain property containing 225 acres, more or less, located in Pactolus Township, Pitt County, North Carolina, said Conservation Easement being recorded in Book 1885, Page 13, Pitt County Registry, and the property subject thereto being depicted on a plat recorded in Plat Cabinet 63, Slide 12, Pitt County Registry and is hereinafter referred to as the "Property."

B. The Conservation Easement was conveyed to NCCLT pursuant to a grant agreement styled as CWMTF No. 2004A-012 (the "Grant") between NCCLT and the Fund.

C. Pursuant to the terms of the Grant, a delegation of authority from the State Property Office, and as authorized by Chapter 113A, Article 18 of the North Carolina General Statutes, NCCLT assigned the Conservation Easement to the State, by and through the Fund, by that certain Assignment of Conservation Easement recorded in Book 1885, Page 26, Pitt County Registry.

D. The Conservation Easement, among things, sets forth in Article II thereof, "Rights Reserved to Grantor," and further provides that Grantor is allowed to divide the upland area of the Property into no more than nine (9) single-family home sites (eight (8) lots plus the existing single-family home site located adjacent to the Property).

E. Grantor desires to subject the Property to a recombination that will result in a reduction in the number of lots planned for development, and will release 2.0486 acres of the Property from the Conservation Easement in exchange for 2.1746 acres of real property added thereto, said recombination being illustrated on a map attached hereto for illustrative purposes only, as Exhibit "A."

F. Article V, paragraph G of the Conservation Easement allows the same to be amended to meet changing conditions, provided that no amendment shall be inconsistent with the purposes of the Conservation Easement or perpetual duration of said Conservation Easement.

G. The recombination and exchange of real property will decrease density of the proposed development, and will eliminate the need to construct a paved road to State standards to serve said development, all of which will reduce the impact of the development on the Property and the Conservation Easement.

H. In order to accomplish the recombination, release and exchange of real property encumbered by the Conservation Easement, the Board of Trustees of the Fund and the North Carolina Council of State must approve the request, the Governor of the State must execute the instrument releasing the 2.069-acre portion of the Property from the Conservation Easement, and the Grantor and the Chairman of the Fund's Board of Trustees must execute this Modification.

I. The Fund's Board of Trustees considered this request at its meeting held on August 14, 2006 in Wallace, North Carolina and voted to amend the Conservation Easement and to recommend to the North Carolina Council of State that it approve the release of the 2.0486-acre portion of the Property.

J. The North Carolina Council of State considered this request at its meeting on September 12, 2006 in Raleigh, North Carolina, and voted to accept the Fund's recommendation and to authorize the Governor of the State to execute an instrument releasing the 2.069-acre portion of the Property from the Conservation Easement.

K. The Governor of the State has executed a Deed of Release recorded in Book 2235, Page 593, Pitt County Registry, releasing the 2.0486-acre portion of the Property described therein from the Conservation Easement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations to them paid, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Fund, on behalf of the State, do hereby modify and amend the Conservation Easement as follows:

1. Article II, paragraph B, is to be modified and amended as follows:
   By the deletion of the following language:

   "a. The rights reserved by the Grantor on the upland area are allowed as an amenity to no more than nine (9) single family residential lots (eight (8) plus the existing single family home site) developed on that appurtenant portion of the Property which is not subject to this Conservation Easement."

   In place thereof, insert the following language:

   "a. The rights reserved by the Grantor on the upland area are allowed as an amenity to no more than four (4) single family residential parcels (three (3) plus the existing single family home site) developed on that appurtenant portion of the Property which is not subject to this Conservation Easement."

2. The parties hereto amend the description of the Property subject to the Conservation Easement by acknowledging the release from the Conservation Easement of the 2.0486-acre parcel described in the Deed of Release, and by adding to the Property described in the Conservation Easement a 2.1746-acre parcel depicted on Exhibit A and more particularly described as follows:

   Commencing at an existing PK nail located at the centerline intersection of NCSR 1567 (Clark's Neck Road) and Gresham Lane; thence S 71° 36' 26" E 728.84 feet to an existing iron pipe and N 88° 47' 00" E 1094.53 feet to an iron pipe on the southern right-of-way of NCSR 1567; thence leaving said right-of-way S 23° 45' 44" W 799.01 feet to the **POINT OF BEGINNING;** thence from said beginning point S 18° 34' 11" W 188.37 feet to a point; thence along the arc of a curve to the left having a radius of 1131.49 feet, a central angle of 03° 52' 24", an arc length of 76.49 feet and a chord of S 15° 52' 42" W 76.48 feet to a point; thence along the arc of a curve to the left having a radius of 842.43 feet, a central angle of 13° 39' 55", an arc length of 200.92 feet and a chord of S 06° 17' 54" W 200.45 feet to a point; thence S 01° 20' 13" E 19.94 feet to a point; thence S 02° 01' 42" E 20.31 feet to a point; thence along the arc of a curve to the right having a radius of 35.00 feet, a central angle of 43° 45' 59", an arc length of 26.74 feet and a chord of S 19° 51' 07" W 26.09 feet to a point; thence along the arc of a curve to the left having a radius of 55.00 feet, a central angle of 03° 52' 12", an arc length of 3.71 feet and a chord of S

39° 49' 37" W 3.71 feet to a point; thence N 50° 55' 53" W 213.83 feet to a point; thence N 30° 00' 02" W 52.76 feet to a point; thence N 15° 20' 03" E 165.47 feet to a point; thence N 18° 34' 11" E 30 feet to a point; thence N 21° 13' 58" E 223.27 feet to a point; thence S 71° 24' 01" E 180.61 feet to the **POINT OF BEGINNING,** containing 2.1746 acres and being a portion of the property of Fletcher Family Properties, LLC as described in Deed Book 1350, Page 621 of the Pitt County Registry and being that same area depicted as "Upland Acres Under Conservation Easement" on the map of survey attached hereto entitled "Easement Survey for Fletcher Family Properties, LLC," dated August 18, 2006, and prepared by Spruill and Associates, Inc., said map being incorporated herein by reference.

3. That other than the modification and amendment specifically contained herein and in the Deed of Release, all the rest and remainder of the terms of the Conservation Easement shall remain in full force and effect.

IN TESTIMONY WHEREOF, Grantor has caused this instrument to be executed by its Operating Manager, all by proper authority duly given, and Fund has caused this instrument to be executed in its name, by authority duly given by its Board of Trustees after being duly authorized by the laws and procedure of the State of North Carolina.

FLETCHER FAMILY PROPERTIES, LLC,
A North Carolina limited Liability Company

BY: _____
Fred Fletcher, Jr., Operating Manager

STATE OF NORTH CAROLINA
COUNTY OF Beaufort

I, Lesley B. Woolard, a Notary Public for said County and State, do hereby certify that **FRED FLETCHER, JR.**, who is personally known by me or has produced satisfactory evidence of identity, personally came before me this day and acknowledged that he is Operating Manager of **FLETCHER FAMILY PROPERTIES, LLC, a NC limited liability company**, and acknowledged, on behalf of said limited liability company, the due execution of the foregoing instrument for the purposes and intents therein expressed. Witness my hand and official seal, this the 15th day of December, 2006.

Lesley B. Woolard, **NOTARY PUBLIC**
Print Name: Lesley B. Woolard

My Commission Expires: 11-1-2011.

LESLEY B WOOLARD
NOTARY PUBLIC
BEAUFORT COUNTY, N. C.

NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND, an independent agency of the State of North Carolina

BY: William E. Holman **(SEAL)**
William E. Holman, Executive Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

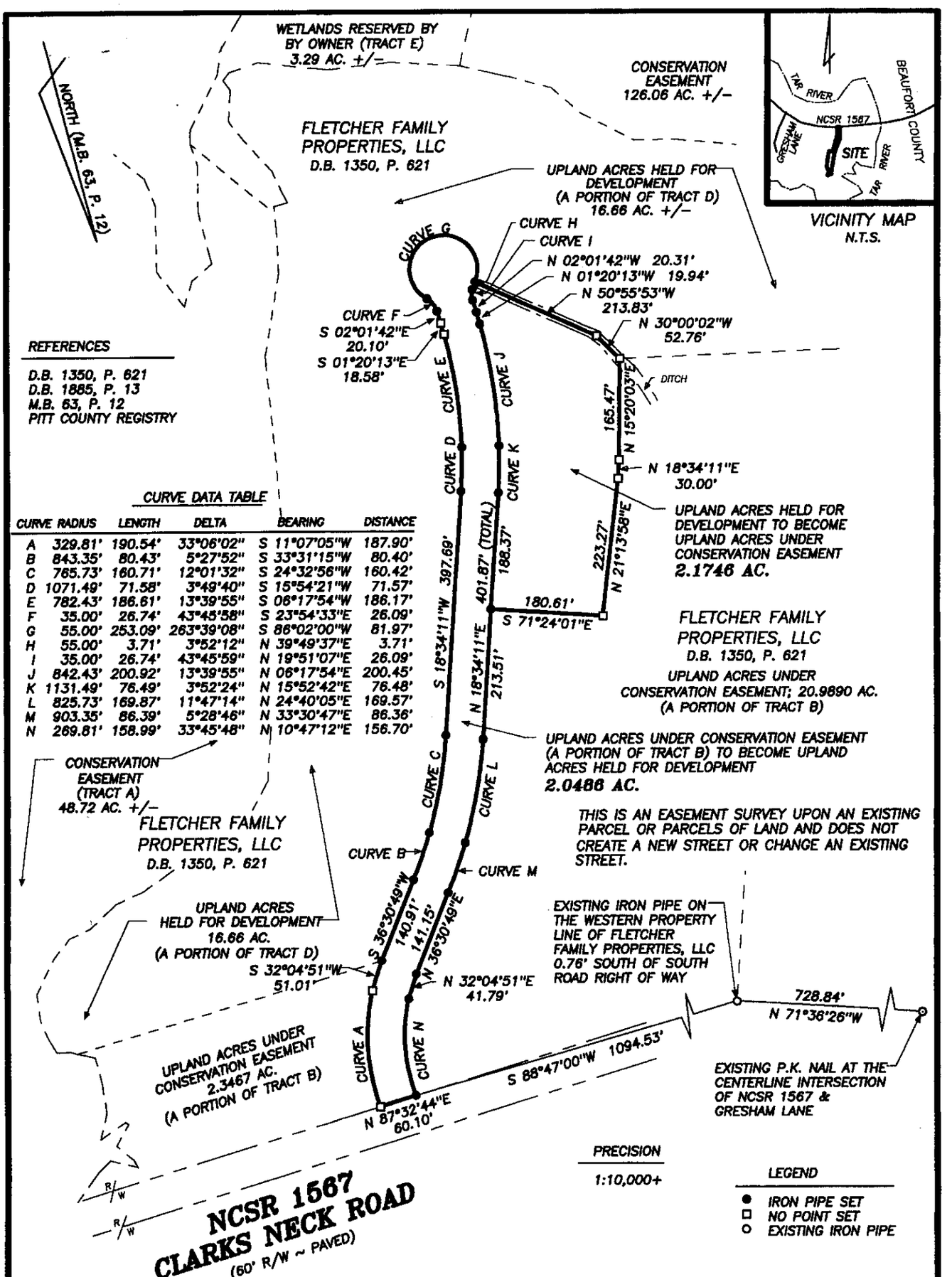
I, Robin M. Hammond, a Notary Public for said County and State, do hereby certify that William E. Holman, who is personally known by me or has produced satisfactory evidence of identity, personally came before me this day and acknowledged that he is Executive Director the **NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND, an independent agency of the State of North Carolina,** and acknowledged, on behalf of said agency, the due execution of the foregoing instrument for the purposes and intents therein expressed. Witness my hand and official stamp or seal, this the 13th day of Dec., 2006.

_____, **NOTARY PUBLIC**
Print Name: ROBIN M. HAMMOND

My Commission Expires: 10-3-2009.

ROBIN M. HAMMOND
NOTARY
PUBLIC
WAKE COUNTY, N.C.

EXHIBIT A



REFERENCES

D.B. 1350, P. 621
D.B. 1885, P. 13
M.B. 63, P. 12
PITT COUNTY REGISTRY

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
A	329.81'	190.54'	33°06'02"	S 11°07'05"W	187.90'
B	843.35'	80.43'	5°27'52"	S 33°31'15"W	80.40'
C	765.73'	160.71'	12°01'32"	S 24°32'56"W	160.42'
D	1071.49'	71.58'	3°49'40"	S 15°54'21"W	71.57'
E	782.43'	186.61'	13°39'55"	S 06°17'54"W	186.17'
F	35.00'	26.74'	43°45'58"	S 23°54'33"E	26.09'
G	55.00'	253.09'	263°39'08"	S 86°02'00"W	81.97'
H	55.00'	3.71'	3°52'12"	N 39°49'37"E	3.71'
I	35.00'	26.74'	43°45'59"	N 19°51'07"E	26.09'
J	842.43'	200.92'	13°39'55"	N 06°17'54"E	200.45'
K	1131.49'	76.49'	3°52'24"	N 15°52'42"E	76.48'
L	825.73'	169.87'	11°47'14"	N 24°40'05"E	169.57'
M	903.35'	86.39'	5°28'46"	N 33°30'47"E	86.36'
N	269.81'	158.99'	33°45'48"	N 10°47'12"E	156.70'

PRECISION

1:10,000+

LEGEND

- ● IRON PIPE SET
- □ NO POINT SET
- ○ EXISTING IRON PIPE

NORTH CAROLINA PROFESSIONAL SEAL L-2723 LAND SURVEYOR STEPHEN N. SPRUILL

Stephen N. Spruill
8-21-06

EASEMENT SURVEY FOR

FLETCHER FAMILY PROPERTIES, LLC

A PORTION OF
DEED BOOK 1350, PAGE 621
PITT COUNTY TAX PARCEL 49531
PACTOLUS TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA
AUGUST 18, 2006 1"=200'

200 0 200 400 600
GRAPHIC SCALE – FEET

Spruill & Associates Inc
2747 East Tenth Street
Greenville, North Carolina 27858
(252) 757-1200

060.57CE

060.57CE

Doc ID: 010204890004 Type: CRP
Recorded: 03/12/2010 at 01:50:50 PM
Fee Amt: $23.00 Page 1 of 4
Pitt County, NC
Deborah T Barrington REG OF DEEDS
BK 2724 PG 55-58

SECOND MODIFICATION TO CONSERVATION EASEMENT (TAR RIVER/FLETCHER TRACT)

Prepared by: **Gary B. Davis, Mattox, Davis, Barnhill & Edwards, P.A.**

After Recording ~~Return to:~~ mail
NC Clean Water Management Trust Fund
Attn: Real Property Counsel
1651 Mail Service Center
Raleigh, NC 27699-1651

NORTH CAROLINA
PITT COUNTY

Parcel No. 049531
CWMTF No. 2004A-012

THIS SECOND MODIFICATION to Conservation Easement, hereinafter referred to as "Second Modification" is made on this 3rd day of March, 2010, by and between **FLETCHER FAMILY PROPERTIES, LLC, a NC Limited Liability Company**, with an address of 6870 Clark's Neck Road, Washington, North Carolina 27889, **("Grantor")** and **NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND ("Fund"),** an independent agency of the **STATE OF NORTH CAROLINA ("State").**

RECITALS:

A. On the 29th day of March, 2005, Grantor did give, grant and convey unto North Carolina Coastal Land Trust ("NCCLT") a Conservation Easement in that certain property containing 225 acres, more or less, located in Pactolus Township, Pitt county, North Carolina, said Conservation Easement being recorded in Book 1885, Page 13, Pitt County Registry, and the property subject thereto being depicted on a plat recorded in Plat Cabinet 63, Slide 12, Pitt County Registry and is hereinafter referred to as the "Property."

B. The Conservation Easement was conveyed to NCCLT pursuant to a grant agreement styled as CWMTF No. 2004A-012 (the "Grant") between NCCLT and the Fund.

10-007

C. Pursuant to the terms of the Grant, a delegation of authority from the State Property Office, and as authorized by Chapter 113A, Article 18 of the North Carolina General Statutes, NCCLT assigned the Conservation Easement to the State, by and through the Fund, by that certain Assignment of Conservation Easement recorded in Book 1885, Page 26, Pitt County Registry.

D. The Conservation Easement was modified by that certain Modification to Conservation Easement recorded in Book 2235, Page 597. Reference is also made to Deed of Release in Book 2235, Page 593, Pitt County Registry.

E. It was the intention of the parties in entering into the Modification to Conservation Easement referenced above, that the four (4) single-family home sites (three (3) lots, plus the existing single-family home site) should include certain portions of the Conservation Easement area, which will remain subject to the Conservation Easement, but nevertheless would be considered to be part of said single-family home sites.

F. Article III, paragraph I of the Conservation Easement, provides that the easement area may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of property.

G. There has been recorded in the Pitt County Registry in Map Book 73, Page 15, a "Second Revision to Survey for the Preserve Re-combination of Lots 2 and 4" showing four single-family home sites as contemplated by the Conservation Easement, each of which said single-family home sites contains a portion of the Conservation Easement area.

H. The parties desire to modify the Conservation Easement to the extent that the subdivision of the Conservation Easement area is permitted, but only as shown in the plat of record in Map Book 73, Page 15, Pitt County Registry.

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other valuable considerations to them paid, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Fund, on behalf of the State, do hereby modify and amend the Conservation Easement as follows:

1. Article III, paragraph I is to be modified and amended as follows:
   By the deletion of said paragraph, and in place thereof, the insertion of the following language:

   I. Conveyance and Subdivision. The easement area may not be subdivided, partitioned or conveyed, except in its current configuration as an entity or block of property, except that the subdivision of the easement area is permitted in the manner shown in Map Book 73, Page 15, Pitt County Registry.

2. That other than the modification and amendment specifically contained herein, all the rest and remainder of the terms of the Conservation Easement, as previously modified shall remain in full force and effect.

IN TESTIMONY WHEREOF, Grantor has caused this instrument to be executed by its Operating Manager, all by proper authority duly given, and Fund has caused this instrument to be executed in its name, by authority duly given by its Board of Trustees after being duly authorized by the laws and procedure of the State of North Carolina.

FLETCHER FAMILY PROPERTIES, LLC,
A North Carolina Limited Liability Company

BY: _____
Fred Fletcher, Jr., Operating Manager

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, Christie P. Sanders, a Notary Public for said County and State, do hereby certify that **Fred Fletcher, Jr.,** who is personally known by me or has produced satisfactory evidence of identity, personally came before me this day and acknowledged that he is Operating Manager of **FLETCHER FAMILY PROPERTIES, LLC, a North Carolina Limited Liability Company,** and acknowledged, on behalf of said limited liability company, the due execution of the foregoing instrument for the purposes and intents therein expressed. Witness my hand and official seal, this the 9th day of March, 2010.

Christie P. Sanders, NOTARY PUBLIC

Christie P. Sanders Printed Name

My Commission expires: 10/10/2011

Christie P Sanders
Notary
Public
Pitt County, NC

NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND,
An independent agency of the State of North Carolina

BY: _____ (SEAL)
Richard E. Rogers, Jr.

STATE OF NORTH CAROLINA
COUNTY OF Wake

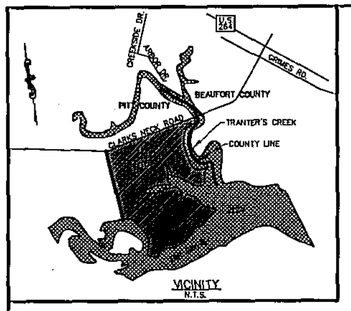
I, Penny Jo Adams, a Notary Public for said County and State, do hereby certify that Richard E. Rogers, Jr., who is personally known by me or has produced satisfactory evidence of identity, personally came before me this day and acknowledge that he is Executive Director of **NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND, an independent agency of the State of North Carolina,** and acknowledge, on behalf of said agency, the due execution of the foregoing instrument for the purposes and intents therein express. Witness my hand and official seal, this the 3 day of march, 2010

Penny Jo Adams, NOTARY PUBLIC

Penny Jo Adams Printed Name

My Commission expires: 8/17/13

BOOK 63 PAGE 12



VICINITY
N.T.S.

CURVE DATA TABLE					
NUMBER	DELTA	CHORD BEARING	RADIUS	ARC	CHORD
C1000	05°27'52"	N 33°31'15" E	843.35	80.43	80.40
C1001	12°01'32"	S 24°32'56" W	765.73	160.72	160.42
C1002	03°49'41"	S 15°54'21" W	1071.49	71.59	71.57
C1003	13°39'56"	S 06°17'54" W	782.43	186.62	186.17
C1003A	00°37'18"	S 01°20'13" E	1713.07	18.58	18.58
C1004	43°45'42"	N 23°54'33" W	35.00	26.73	26.09
C1005	59°16'28"	N 16°09'10" W	55.00	56.90	54.40
C1006	110°21'13"	S 68°39'40" W	55.00	105.93	90.30
C1007	97°53'44"	N 07°12'51" W	55.00	93.97	82.95
C1008	33°16'05"	N 25°05'58" E	35.00	20.32	20.04
C1009	15°44'19"	N 04°38'21" E	870.78	239.19	238.44

TRT A	DIRECTION	DISTANCE
L1000**	N 34°50'38" W	161.03'
L1001**	N 50°48'48" W	112.82'
L1002	N 10°55'41" E	103.32'
L1003	N 24°09'50" E	134.87'
L1004	N 09°34'59" E	262.77'
L1005	N 17°12'55" E	157.25'
L1006	N 11°39'11" E	81.90'
L1007	N 23°47'22" E	103.94'
L1008	N 18°10'44" E	87.97'
L1009	N 42°21'43" E	52.53'
L1010	N 59°10'19" E	75.02'
L1011	N 74°35'35" E	40.57'
L1012	N 75°37'29" E	44.67'
L1013	N 68°55'17" E	59.31'
L1014	N 79°55'29" E	50.45'
L1015	N 62°06'19" E	58.57'
L1016	N 80°09'44" E	36.69'
L1017	N 53°16'34" E	41.32'
L1018	N 40°50'00" E	64.26'
L1019	N 06°41'56" E	42.18'
L1020	N 09°07'02" W	33.69'
L1021	N 17°46'09" W	24.82'
L1022	N 75°29'03" W	22.63'
L1023	N 61°50'50" W	40.53'
L1024	N 00°05'13" W	43.05'
L1025	N 06°37'18" E	47.82'
L1026	N 27°47'38" E	45.62'
L1027	S 70°18'56" W	49.31'
L1028	N 42°43'49" W	5.62'
L1029	N 42°55'22" E	40.38'
L1030	N 35°23'01" W	35.97'
L1031	N 15°32'14" W	13.89'
L1032	S 61°14'54" E	46.08'
L1033	N 60°48'51" E	27.51'
L1034	N 50°15'21" E	58.40'
L1035	S 02°02'29" E	117.22'
L1036	S 26°34'39" W	92.34'
L1037	S 78°41'46" W	60.18'
L1038	S 52°08'24" E	67.28'
L1039	S 26°34'38" W	13.19'
L1040	S 83°39'48" W	53.44'
L1041	N 59°03'00" W	68.82'
L1042	N 66°48'46" W	89.88'
L1043	S 50°12'35" W	46.08'
L1044	N 71°34'28" W	74.65'
L1045	S 11°18'57" E	30.08'
L1046	S 53°59'15" W	60.26'
L1047	N 63°26'51" W	52.78'
L1048	S 45°00'56" W	50.06'
L1049	S 18°26'40" E	37.31'
L1050	S 42°53'40" W	112.72'
L1051	N 90°00'00" W	64.92'
L1052	S 38°40'30" W	188.89'
L1053	N 63°26'50" W	13.20'
L1054	S 42°31'33" W	96.04'
L1055	S 14°02'37" E	24.32'
L1056	S 27°48'17" W	128.56'
L1057	S 08°46'03" E	77.58'
L1058	S 45°00'56" W	41.72'
L1059	S 14°02'37" E	72.96'
L1060	S 15°57'13" W	42.94'
L1061	N 90°00'00" E	17.71'
L1062	S 00°00'00" W	112.07'
L1063	S 08°43'23" E	96.73'
L1064	S 16°42'28" W	61.59'
L1065	S 33°42'16" E	42.54'
L1066	S 03°56'50" W	171.46'
L1067	S 10°29'49" E	161.97'
L1068	S 18°34'59" E	281.73'
L1069	S 87°04'45" E	166.60'
L1070	N 63°26'51" E	145.15'
L1071	N 90°00'00" E	41.31'
L1072	S 19°11'19" W	143.65'
L1073	S 68°22'55" W	103.08'
L1074	N 74°03'46" W	42.98'
L1075	S 56°19'27" W	63.83'
L1076	S 18°26'39" W	74.62'
L1077	S 45°00'56" W	116.82'
L1078	S 05°42'49" W	118.56'
L1079	S 10°47'24" E	126.10'
L1080	S 45°00'56" W	33.38'
L1081	N 83°17'38" W	202.04'

NUMBER	DIRECTION	DISTANCE
L1082	S 82°14'20" W	131.04'
L1083	N 24°38'07" W	155.74'
L1084	N 86°49'19" W	106.39'
L1085	N 18°26'39" W	93.27'
L1086	N 58°00'31" E	111.34'
L1087	N 79°59'50" W	101.88'
L1088	N 64°39'57" W	124.06'
L1089	N 19°39'49" W	87.69'
L1090	N 10°18'37" E	65.95'
L1091	N 33°42'15" W	21.27'
L1092	N 22°56'38" W	166.54'
L1093	S 26°34'39" W	52.76'
L1094	S 70°21'28" W	151.12'
L1095	N 15°06'49" W	196.49'
L1096	N 35°44'36" W	65.17'
L1097	N 05°55'11" W	49.05'
L1098	N 13°53'25" E	106.11'
L1099	N 23°45'25" W	71.50'
L1100	S 31°27'11" W	43.33'
L1101	S 63°53'25" W	41.93'
L1102	S 00°24'06" W	87.27'
L1103	S 14°09'02" W	76.17'
L1104	S 03°34'30" E	36.91'
TRT C	DIRECTION	DISTANCE
L1105	N 67°34'42" W	75.27'
L1106	N 76°08'00" W	29.67'
L1107	S 66°50'27" W	16.22'
L1108	S 42°48'50" W	25.60'
L1109	N 89°36'59" W	28.94'
L1110	N 67°36'34" W	55.80'
L1111	N 47°17'19" W	51.67'
L1112	N 65°45'25" W	16.52'
L1113	S 42°36'40" W	34.70'
L1114	N 51°09'12" W	15.98'
L1115	N 15°39'57" W	94.31'
L1116	N 29°05'26" W	34.94'
L1117	N 84°05'59" W	93.80'
L1118	N 80°30'29" W	103.15'
L1119	N 71°10'49" W	145.50'
L1120	N 60°58'05" W	132.98'
L1121	S 45°02'10" E	168.60'
L1122	S 64°30'25" E	104.35'
L1123	S 65°51'16" E	68.25'
L1124	S 47°19'08" E	20.53'
L1125	S 28°32'04" E	93.15'
L1126	S 67°25'02" E	148.93'
L1127	S 78°55'29" E	110.46'
L1128	S 37°11'11" W	123.57'
L1129	N 48°53'17" E	120.60'
L1130	S 72°48'25" E	71.80'
L1131	S 40°55'28" E	68.81'
L1132	N 72°21'10" E	55.64'
L1133	S 63°08'01" E	107.47'
L1134	S 32°03'02" W	42.25'
L1135	S 04°58'28" W	34.82'
L1136	N 59°51'48" E	30.30'
L1137	S 79°59'58" E	82.68'
L1138	S 70°50'05" E	65.16'
L1139	S 53°51'54" E	178.74'
L1140	N 44°53'28" E	111.84'
L1141	S 27°11'18" E	77.42'
L1142	N 59°19'15" E	58.59'
L1143	N 87°15'16" E	173.26'
L1144	S 00°00'00" W	21.55'
L1145	S 30°58'39" E	41.90'
L1146	S 78°41'46" E	36.65'
L1147	S 45°00'56" E	40.65'
L1148	S 26°34'39" E	64.27'
L1149	S 14°02'37" E	29.62'
L1150	S 63°26'51" E	32.14'
L1151	S 18°26'39" E	22.72'
L1152	S 00°00'00" W	93.40'
L1153	S 38°40'30" W	46.01'
L1154	S 75°58'16" W	88.91'
L1155	S 45°00'56" W	30.49'
L1156	S 18°26'40" E	22.72'
L1157	S 24°27'20" W	86.82'
L1158	S 33°42'16" W	51.82'
L1159	S 72°39'17" W	120.49'
L1160	S 33°42'16" E	25.91'
L1161	N 85°36'13" E	93.72'
L1162	N 45°00'56" E	111.79'

NUMBER	DIRECTION	DISTANCE
L1163	N 30°58'39" E	125.69'
L1164	N 80°32'34" E	43.72'
L1165	N 50°12'35" E	56.13'
L1166	N 14°02'37" E	29.62'
L1167	N 80°32'34" E	43.72'
L1168	S 53°08'42" E	35.93'
L1169	S 39°48'15" E	58.12'
L1170	S 45°00'56" E	60.98'
L1171	S 71°34'28" E	45.46'
L1172**	S 39°49'15" E	58.12'
L1173	S 26°34'39" W	48.20'
L1174	S 23°58'26" E	70.76'
L1175	S 75°58'16" E	59.27'
L1176	N 90°00'00" E	21.58'
L1177	S 63°26'51" E	48.21'
L1178	S 07°07'44" W	115.85'
L1179	S 19°17'59" E	152.24'
L1180	S 25°01'44" E	118.93'
L1181	S 52°27'44" E	86.05'
L1182	S 32°20'36" E	74.00'
L1183	S 47°52'40" E	203.52'
L1184	S 74°45'10" E	81.95'
L1185	S 53°59'15" E	97.75'
L1186	S 49°24'51" E	66.26'
L1187	N 88°59'20" E	136.77'
L1188	S 32°01'10" W	67.79'
L1189	S 68°12'33" W	77.41'
L1190	S 77°00'44" W	95.90'
L1191	S 78°41'46" W	146.61'
L1192	S 71°34'28" W	136.38'
L1193	N 78°41'46" W	73.30'
L1194	S 49°24'51" W	66.26'
L1195	S 74°35'09" W	216.24'
L1196	S 50°43'33" W	102.14'
L1197	S 78°41'46" W	146.61'
L1198	S 67°04'45" W	202.92'
L1199	N 63°26'51" W	48.21'
L1200	S 54°28'37" W	123.65'
L1201	N 74°03'46" W	52.33'
L1202	S 59°03'00" W	41.91'
L1203	S 73°37'08" W	127.37'
L1204	S 45°00'56" W	60.98'
L1205	S 83°39'48" W	130.18'
L1206	S 50°43'33" W	102.14'
L1207	S 71°34'28" W	159.11'
L1208	N 84°48'30" W	158.79'
L1209	N 72°54'22" W	97.77'
L1210	N 58°00'31" W	67.80'
L1211	N 90°00'00" W	100.64'
L1212	N 60°16'07" W	57.95'
L1213	S 65°34'04" W	86.85'
L1214	N 38°40'30" W	46.01'
L1215	S 38°40'30" W	46.01'
L1216	S 82°52'44" W	57.95'
L1217	N 38°40'30" W	92.02'
L1218	S 68°12'33" W	77.41'
L1219	S 74°45'10" W	81.96'
L1220	S 59°03'00" W	83.82'
L1221	S 38°40'30" W	46.01'
L1222	S 68°12'33" W	38.71'
L1223	N 84°17'33" W	72.24'
L1224	N 45°00'56" W	40.65'
L1225	N 90°00'00" W	35.94'
L1226	S 69°27'15" W	61.41'
L1227	N 05°11'50" E	79.35'
L1228	N 85°55'00" W	50.45'
L1229	N 33°42'16" W	38.86'
L1230	N 83°39'48" W	130.18'
L1231	N 07°07'44" W	57.92'
L1232	N 59°03'00" E	41.91'
L1233	N 74°03'46" E	52.33'
L1234	N 45°00'56" E	162.61'
L1235	N 21°48'44" W	38.69'
L1236	N 60°16'07" E	57.95'
L1237	N 09°56'41" E	83.30'
L1238	N 15°15'47" E	163.83'
L1239	N 00°00'00" E	100.58'
L1240	N 23°58'27" E	70.76'
L1241	N 50°12'35" E	56.13'
L1242	N 63°26'51" W	48.21'
L1243	N 04°05'18" W	100.84'
L1244	N 09°28'02" E	43.70'

NUMBER	DIRECTION	DISTANCE
L1245	N 38°40'30" E	46.01'
L1246	N 00°00'00" E	28.74'
L1247	N 36°53'05" W	35.93'
L1248	N 09°28'02" W	87.40'
L1249	N 14°02'37" E	29.62'
L1250	N 45°00'56" W	81.30'
L1251	N 59°03'00" E	41.91'
L1252	N 21°48'44" W	38.69'
L1253	N 41°12'05" W	76.39'
L1254	N 08°08'04" E	50.80'
L1255	N 21°15'40" W	138.76'
L1256	N 50°12'35" W	112.26'
L1257	N 33°42'15" W	51.82'
L1258**	S 70°46'58" E	63.69'
L1259**	N 79°10'52" E	135.99'
L1260**	S 60°27'58" E	41.90'
L1261**	S 71°45'10" E	54.16'
L1262	S 71°51'08" E	43.48'
L1263	S 77°50'35" E	62.50'
L1264	S 68°30'52" E	63.53'
L1265	S 75°58'35" E	48.32'
L1266	S 61°24'38" E	97.18'
L1267	S 69°41'26" E	96.16'
L1268	S 75°57'50" E	67.18'
L1269	S 48°23'34" E	94.30'
L1270	S 34°32'13" E	64.82'
L1271	S 61°43'05" E	61.28'
L1272**	S 09°29'12" W	279.83'

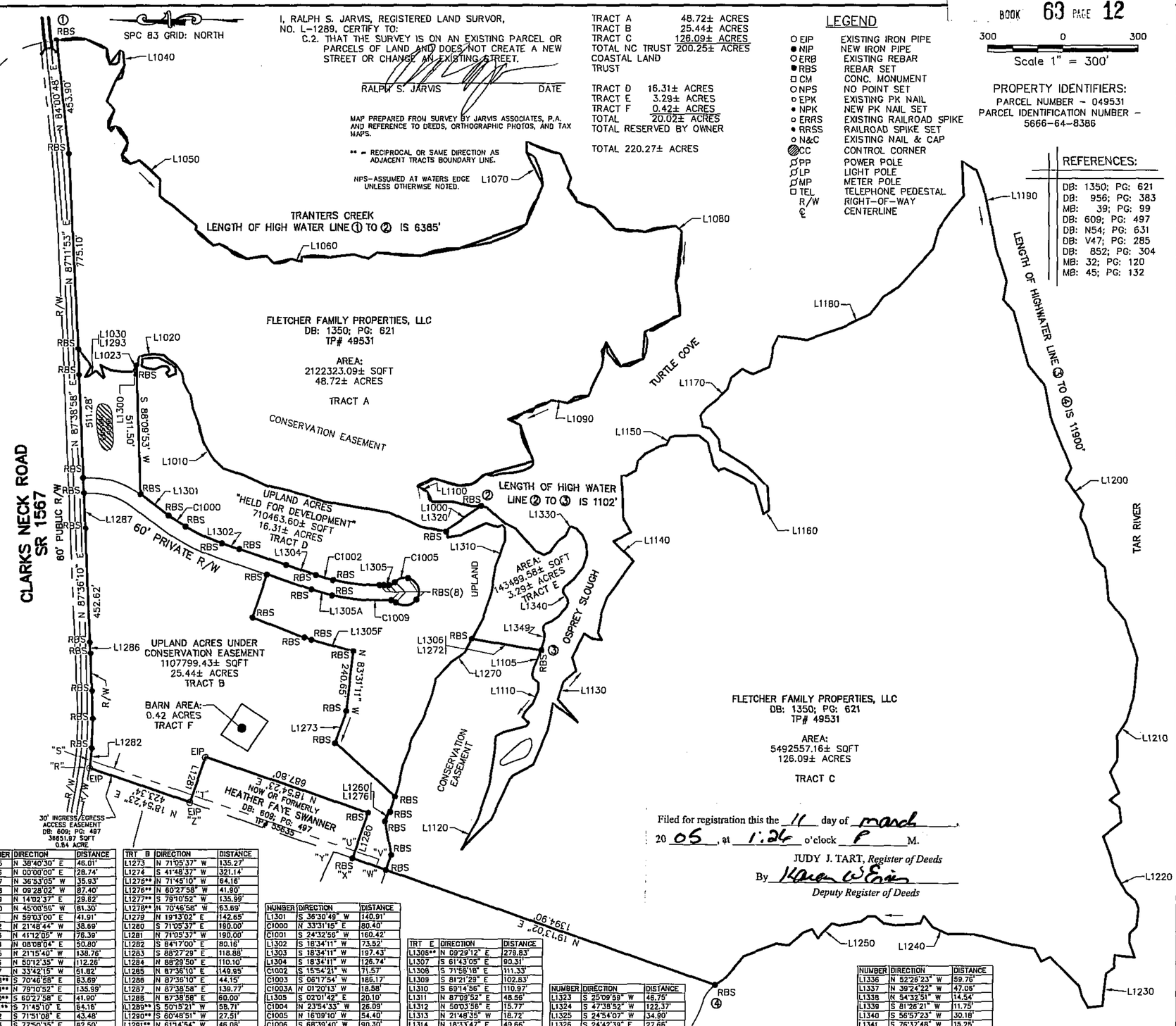
TRT B	DIRECTION	DISTANCE
L1273	N 71°05'37" W	135.27'
L1274	S 41°48'37" W	321.14'
L1275**	N 71°45'10" W	64.16'
L1276**	N 60°27'58" W	41.90'
L1277**	S 79°10'52" W	135.99'
L1278**	N 70°46'58" W	63.69'
L1279	N 19°13'02" E	142.65'
L1280	S 71°05'37" E	190.00'
L1281	N 71°05'37" W	190.00'
L1282	S 84°17'00" E	80.16'
L1283	S 88°27'29" E	118.88'
L1284	N 88°29'50" E	110.10'
L1285	N 87°36'10" E	149.95'
L1286	N 87°36'10" E	44.15'
L1287	N 87°38'58" E	139.77'
L1288	N 87°38'58" E	60.00'
L1289**	S 50°15'21" W	58.71'
L1290**	S 60°48'51" W	27.51'
L1291**	N 61°14'54" W	46.08'
L1292**	S 15°32'14" E	13.89'
L1293**	S 35°23'01" E	35.97'
L1294**	S 42°55'22" W	40.38'
L1295**	S 42°43'49" E	5.62'
L1296**	N 70°18'56" E	49.31'
L1297**	S 27°47'38" W	45.62'
L1298**	S 06°37'18" W	47.82'
L1299**	S 00°05'13" E	43.05'
L1300**	S 61°50'50" E	29.09'

NUMBER	DIRECTION	DISTANCE
L1301	S 36°30'49" W	140.91'
C1000	N 33°31'15" E	80.40'
C1001	S 24°32'56" W	160.42'
L1302	S 18°34'11" W	73.52'
L1303	S 18°34'11" W	197.43'
L1304	S 18°34'11" W	126.74'
C1002	S 15°54'21" W	71.57
C1003	S 06°17'54" W	186.17'
C1003A	N 01°20'13" W	18.58'
L1305	S 02°01'42" E	20.10'
C1004	N 23°54'33" W	26.09'
C1005	N 16°09'10" W	54.40'
C1006	S 68°39'40" W	90.30'
C1007	N 07°12'51" W	82.95'
C1008	N 25°05'58" E	20.04'
C1009	N 04°38'21" E	238.44'
11305A	N 15°36'41" E	85.67'
L1305B	N 18°34'11" E	187.58'
L1305C	N 71°24'01" W	180.61'
L1305D	S 21°13'58" W	223.27'
L1305E	S 18°34'11" W	30.00'
L1305F	S 15°15'17" W	172.59'

TRT E	DIRECTION	DISTANCE
L1305**	N 09°29'12" E	279.83'
L1307	S 61°43'05" E	90.31'
L1308	S 71°58'18" E	111.33'
L1309	S 81°21'28" E	102.83'
L1310	S 69°14'56" E	110.97'
L1311	N 87°09'52" E	48.56'
L1312	N 50°03'56" E	15.77'
L1313	N 21°48'35" W	18.72'
L1314	N 18°33'47" E	49.66'
L1315	N 25°42'02" W	106.30'
L1316	N 10°00'12" W	58.58'
L1317	N 89°52'25" E	21.97'
NUMBER	DIRECTION	DISTANCE
L1318	N 10°35'41" E	6.28'
L1319**	S 50°48'48" E	12.82'
L1320**	S 34°50'38" E	161.03'
L1321	S 15°38'20" W	23.69'
L1322	S 41°31'30" W	95.19'

NUMBER	DIRECTION	DISTANCE
L1323	S 25°09'58" W	46.75'
L1324	S 47°38'52" W	122.37'
L1325	S 24°54'07" W	34.90'
L1326	S 24°42'39" E	27.66'
L1327	S 52°46'27" E	52.85'
L1328	S 36°12'25" E	37.74'
L1329	S 65°29'54" E	33.12'
L1330	S 35°22'08" E	9.32'
L1331	S 19°00'52" W	21.11'
L1332	S 45°15'11" W	35.02'
L1333	S 65°19'21" W	41.80'
L1334	S 68°54'29" W	45.59'
L1335	N 72°16'37" W	47.85'

NUMBER	DIRECTION	DISTANCE
L1336	N 52°26'23" W	59.78'
L1337	N 39°24'22" W	47.06'
L1338	N 54°32'51" W	14.54'
L1339	S 81°26'21" W	11.75'
L1340	S 56°57'23" W	30.18'
L1341	S 76°37'48" W	15.25'
L1342	N 71°41'43" W	17.56'
L1343	N 49°28'42" W	43.08'
L1344	N 35°09'11" W	43.07'
L1345	N 23°04'53" W	21.20'
L1346	N 44°37'27" W	14.07'
L1347	N 81°06'45" W	15.52'
L1348	S 66°57'30" W	17.20'
L1349	N 88°13'51" W	27.03'
L1350	N 72°57'18" W	41.69'



I, RALPH S. JARVIS, REGISTERED LAND SURVOR, NO. L-1289, CERTIFY TO:
C.2. THAT THE SURVEY IS ON AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

RALPH S. JARVIS DATE

MAP PREPARED FROM SURVEY BY JARVIS ASSOCIATES, P.A. AND REFERENCE TO DEEDS, ORTHOGRAPHIC PHOTOS, AND TAX MAPS.

** = RECIPROCAL OR SAME DIRECTION AS ADJACENT TRACTS BOUNDARY LINE.

NPS-ASSUMED AT WATERS EDGE UNLESS OTHERWISE NOTED.

TRACT A	48.72± ACRES
TRACT B	25.44± ACRES
TRACT C	126.09± ACRES
TOTAL NC TRUST	200.25± ACRES
COASTAL LAND TRUST	
TRACT D	16.31± ACRES
TRACT E	3.29± ACRES
TRACT F	0.42± ACRES
TOTAL	20.02± ACRES
TOTAL RESERVED BY OWNER	
TOTAL	220.27± ACRES

LEGEND

EIP	EXISTING IRON PIPE
NIP	NEW IRON PIPE
ERB	EXISTING REBAR
RBS	REBAR SET
CM	CONC. MONUMENT
NPS	NO POINT SET
EPK	EXISTING PK NAIL
NPK	NEW PK NAIL SET
ERRS	EXISTING RAILROAD SPIKE
RRSS	RAILROAD SPIKE SET
N&C	EXISTING NAIL & CAP
CC	CONTROL CORNER
PP	POWER POLE
LP	LIGHT POLE
MP	METER POLE
TEL	TELEPHONE PEDESTAL
R/W	RIGHT-OF-WAY
℄	CENTERLINE

300 0 300
Scale 1" = 300'

PROPERTY IDENTIFIERS:
PARCEL NUMBER - 049531
PARCEL IDENTIFICATION NUMBER - 5666-64-8386

REFERENCES:

DB: 1350;	PG: 621
DB: 956;	PG: 383
MB: 39;	PG: 99
DB: 609;	PG: 497
DB: N54;	PG: 631
DB: V47;	PG: 285
DB: 852;	PG: 304
MB: 32;	PG: 120
MB: 45;	PG: 132

Filed for registration this the 11 day of March, 20 05, at 1:26 o'clock P M.

JUDY J. TART, *Register of Deeds*
By Karen W. Erin
Deputy Register of Deeds

CERTIFICATE

I, R.S. JARVIS, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in ** ; ** etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in N/A ; N/A ; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 21st day of January, A.D. 2005.

Surveyor L-1289 Registration Number

** SEE REFERENCES

S:\2002\02210\02210A.DWG(18x24 DECO4)

GRANT RECIPIENT:
NORTH CAROLINA COASTAL LAND TRUST
GRANT AGREEMENT NUMBER:
CLEAN WATER MANAGEMENT TRUST FUND GRANT #2004-A-012

ISSUE DATE: 01/21/05
DRAWN BY: SDF
CHK'D. BY: RSJ
JOB NO. 02210
SCALE: 1" = 300'
SURVEYED BY: JKM
REVISIONS:
SHEET 1 OF 1

REVISIONS
02/14/05-30FT EASEMENT WEST SIDE
03/08/05-REMOVE TXT AND HATCH PER NC REAL PROPERTY COUNSEL
E-MAIL 02/25/05

MAP OF PROPERTY OF:
FLETCHER FAMILY PROPERTIES, L.L.C.
PACTOLUS TOWNSHIP
PITT COUNTY, NORTH CAROLINA

ENGINEERS PLANNERS SURVEYORS
JARVIS ASSOCIATES, P.A.
223 N. RESPESS STREET
WASHINGTON, NORTH CAROLINA 27889
(252) 974-7794

6306/32

map Book 63 pg 12 2nd

2004A-012 Fred Fletcher Amendment Request

Pitt County

February 15, 2023

Action Item

Staff member(s): Marissa Hartzler

Agenda Item 5d) Reconsideration of Stewardship Costs as Part of the Application Rating System

Background

Stewardship funds are required for all Acquisition Program projects that result in a State-held conservation easement. These funds are transferred into the NCLWF Conservation Easement Endowment and made available for annual reimbursement of monitoring expenses. Adequate funds must be allocated in each project budget to ensure that NCLWF can pay for monitoring in perpetuity. However, staff's current interpretation of the Application Rating System may incentivize underestimating stewardship funds through the calculation of points in the Value - Matching Resources section:

Value (20 points)

A. Matching Resources (maximum 20 points). Matching resources will be given a value based on the percentage and type of match. Any fraction in the final total will be rounded up.

1. Private funds (including bargain sale and donated value) = % of total x 0.22
2. Federal or local government funds = % of total x 0.18
3. Other State funds = % of total x 0.14

Matching Value Example: In this example, the request is for $40K from NCLWF with matching resources coming in the form of cash from a land trust, bargain sale from the landowner ($30K) and a federal grant ($30K):

Match source	Match (%)	› Multiplier	Points
Private funds, including bargain sales and property value			
	30%	0.22	6.6
Federal or local government funds			
	30%	0.18	5.4
Other State funds			
	0%	0.14	0
		TOTAL	**12**

Staff will present an alternate method of calculating the Matching Resources section that could be implemented as early as the 2023 Grant Cycle.

Committee recommendation

The committee recommends staff be directed to remove the value of stewardship funds retained by the State from consideration of Matching Resources in the scoring system.

Board action needed

Approve, deny, or amend the committee recommendation.