

Four Mile Creek

Mecklenburg County

Project ID #92609

This property portfolio has been created for the NC DEQ Division of Mitigation Services. It includes real property documents related to compensatory mitigation. Typical documents include recorded conservation easements, warranty deeds, and plats. Other relevant legal documents and illustrations are incorporated when they provide insight to the intended audience of land stewards, landowners and program personnel.





**STATE OF NORTH CAROLINA
MECKLENBURG COUNTY**

PERMANENT CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this this 7th day of June, 2005, by and between **Richard P. Goreham**, hereinafter known as "Grantor", and the **State of North Carolina**, hereinafter known as "Grantee". The terms Grantor and Grantee as used herein shall include said parties, their heirs, successors, assigns, lessees, agents and licensees and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of North Carolina General Statute §143-214.8 et seq., the State of North Carolina Department of Environment and Natural Resources (NCDENR) has established the Wetlands Restoration Program (NCWRP) as defined in North Carolina General Statute §143-214.8 and its successor, the Ecosystem Enhancement Program (NCEEP, formed jointly with the North Carolina Department of Transportation and the United States Army Corps of Engineers), for the purposes of acquiring, maintaining, restoring, enhancing, and creating wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, pursuant to the provisions of North Carolina General Statute §143-214.8, two of the components of the Wetlands Restoration Program are (1) restoration and perpetual maintenance of wetlands, riparian areas, and surface waters and (2) land ownership and management; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Mecklenburg County, North Carolina, hereinafter known as **The Land**, located at **61630 Reverdy Lane, Matthews, NC, 28105 in Mecklenburg County, North Carolina**, containing **6.8 acres**, more or less, and which is more particularly described as follows:

"That property as described in a deed, recorded in **Deed Book 14532, Page 902**, Mecklenburg County Registry and known as tax parcel number **227-051-16**."

WHEREAS, Grantor is willing to grant a Conservation Easement to Grantee on and over a portion of **The Land**, thereby restricting and limiting the use of said property on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such easement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Permanent Conservation Easement for the benefit of the people of North Carolina, of the nature and character and to the extent hereinafter set forth, over a portion of The Land, said portion hereinafter known as the **Protected Property**, and being more particularly described as an easement fifty (50.00) feet in width and measured fifty (50) feet from and perpendicular to the northwesterly property line being 680.34 feet in length, more or less, and approximately following the centerline of Four Mile Creek.

I. PURPOSE

The purpose of this Conservation Easement is to maintain, restore, enhance, and create a wetland and/or riparian resource on the Protected Property that contributes to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat; to maintain permanently the Protected Property in its restored condition, consistent with these purposes; and to prevent any use of the Protected Property that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

II. 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. For purposes of this easement, **warranty period** is hereby defined as a five-year period beginning with the acceptance of the improvements by Grantee. During the warranty period, Grantee shall be solely responsible for project maintenance. However, Grantor may, at the discretion of the Grantee, participate in maintenance activities. After the warranty period, Grantor may, at its sole discretion of Grantor, maintain the project in the same functional state as existed on the last day of the warranty period.

III. RESTRICTED ACTIVITIES

Upon completion of a constructed restoration project on the Protected Property, the Protected Property shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. The following specific uses are prohibited, restricted, or reserved as indicated:

- A. **Agricultural Use.** Agricultural use of the Protected Property including use for cropland, waste lagoons, or pastureland is prohibited.
- B. **Industrial Use.** Industrial activities are prohibited on the Protected Property.
- C. **Residential Use.** Residential use of the Protected Property is prohibited.
- D. **Commercial Use.** Commercial activities are prohibited on the Protected Property.
- E. **Subdivision.** Subdivision, partitioning, or dividing the Protected Property is prohibited.
- F. **Development Rights.** No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.
- G. **New Construction.** There shall be no building, facility, mobile home, or other structure constructed or placed on the Protected Property.
- H. **Signs.** No signs shall be permitted on the Protected Property except interpretive signs describing restoration activities and the conservation values of the Protected Property, signs identifying the owner of the Protected Property and the holder of the Conservation

Easement, and signs giving directions or proscribing rules and regulations for the use of the Protected Property.

- I. **Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliance or machinery, or other material on the Protected Property is prohibited.
- J. **Water Quality and Drainage Patterns.** Diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns by the Grantor shall be limited to the extent necessary for the protection and well-being and safety of the general public, including property and the proper function of the Protected Property. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the Protected Property by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides on the Protected Property by the Grantor shall be limited to the extent necessary for the protection and well-being and safety of the general public, including property and the proper function of the Protected Property.
- K. **Grading, Mineral Use, Excavation, Dredging.** Grading, filling, excavating, dredging, mining, drilling or the removal of topsoil, sand, gravel, rock, peat, minerals, or other materials on or from the Protected Property by the Grantor shall be limited to the extent necessary for the protection and well-being and safety of the general public, including property and the proper function of the Protected Property.
- L. **Vegetative Cutting.** Cutting, removal, mowing, harming, or destruction of any vegetation on the Protected Property by the Grantor shall be limited to the extent necessary for the protection, well-being and safety of Grantor, and Grantor's property, and for the protection, well-being and safety of the general public, including property and the proper functioning of the Protected Property.

The Grantee, and authorized representatives of the Grantee, shall have the right to enter the Protected Property at all reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Protected Property. These activities include planting of trees, shrubs and herbaceous vegetation except within permanent utility easements, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow. All grading and filling operations and use of heavy equipment in and across the permanent utility easements will require prior approval of the utility in order to ensure no damage is done to the utility facilities. In addition, the Grantee, and authorized representatives of the Grantee, shall have the right to enter the Protected Property at all reasonable times for the purpose of inspecting said property to determine if the Grantor is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is consistent with the purposes of this Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the Grantee.

IV. MAINTENANCE AND OTHER PERMISSIBLE ACTIVITIES

- A. The Grantee, at the sole discretion of Grantee, may refrain from any and all maintenance if, in the belief of the Grantee, a project initiated under this Agreement is progressing through a natural evolutionary succession that may or may not include vegetation, subterranean water, surface water and wildlife diversity.

- B. Grantee allowable actions may include, but are not limited to, blockage removal, debris removal, removal of excess vegetation, clearing of undesirable vegetation and nuisance species, replacement of dead or damaged vegetation, installation of flood control measures, installation or removal of any or all facilities should their function threaten the health and well being of the general public, maintenance of the creek drainage system to continue to provide flood management.
- C. In the event of a natural disaster or civil strife, Grantee may elect to not restore a project initiated under this Agreement to a functional condition.

V. ENFORCEMENT AND REMEDIES

- A. In the event that Grantee determines that Grantor has violated or is threatening to violate any of these terms, conditions, or restrictions, the Grantee may institute a suit to enjoin such violation and if necessary, to require the restoration of the Protected Property to its prior condition at the Grantor's expense.
- B. No failure on the part of Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right to Grantee to enforce the same in the event of a subsequent breach or default.

VI. MISCELLANEOUS

- A. This Conservation Easement shall be construed to promote the purposes of North Carolina General Statute §143-214.8 et seq., the NCWRP, NCEEP and NCDENR.
- B. This instrument sets forth the entire agreement of the parties with respect to the Permanent Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Permanent 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.
- C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown below or to other address(es) as either party establishes in writing upon notification to the other:

GRANTOR
Richard P. Goreham
61630 Reverdy Lane
Matthews, NC 28105

GRANTEE
State of North Carolina
State Property Office
116 West Jones Street
Raleigh, NC 27603-8003

D. Grantor shall notify Grantee in writing of the name and address of any party to whom the Protected Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Protected Property is conveyed subject to the Conservation Easement herein created.

VII. QUIET ENJOYMENT

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

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

AND Grantor covenants that they are seized of said Protected Property in fee and have the right to convey the permanent easement herein granted; and that it will warrant and defend title to the same against the claims of all persons whomsoever, except for holders of prior encumbrances.

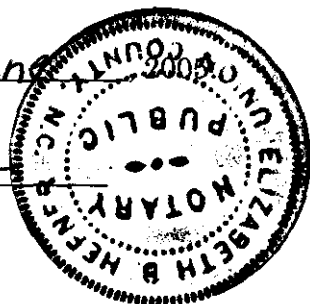
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

[Signature] (SEAL)
Richard P. Goreham

By: [Signature] (SEAL)
Witness Andrew A. Burg

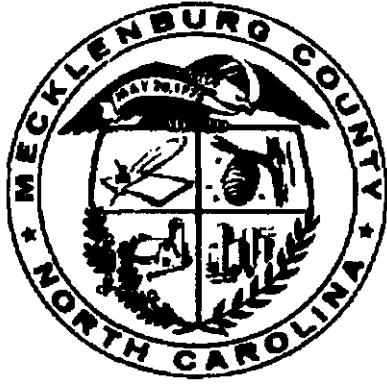
I, a Notary Public of the County and State aforesaid, certify that Richard P. Goreham, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 7 day of June, 2008

[Signature]
Notary Public


My Commission Expires: My Commission Expires February 26, 2008

Mail to: Andrew Burg
Po Box 7853
Charlotte, NC 28241



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 06/16/2005 11:38 AM
Book: RE 18891 **Page:** 469-474
Document No.: 2005110704
ESMT 6 PGS \$26.00

Recorder: SERENA ROSS

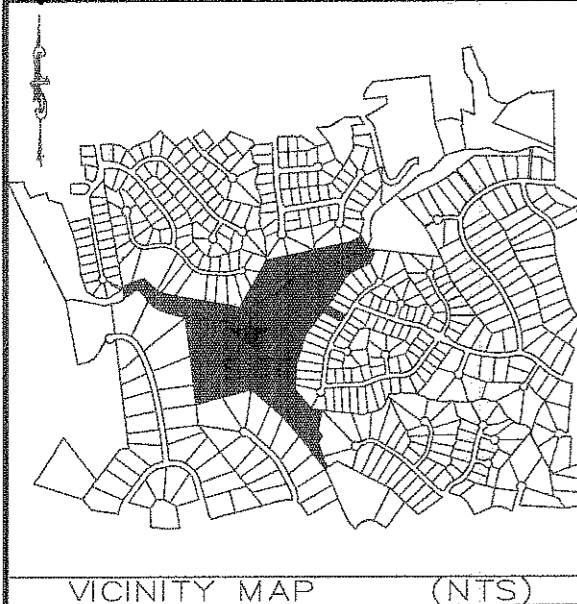
State of North Carolina, County of Mecklenburg

The foregoing certificate of ELIZABETH B. HEFNER Notary is certified to be correct. This 16TH of June 2005

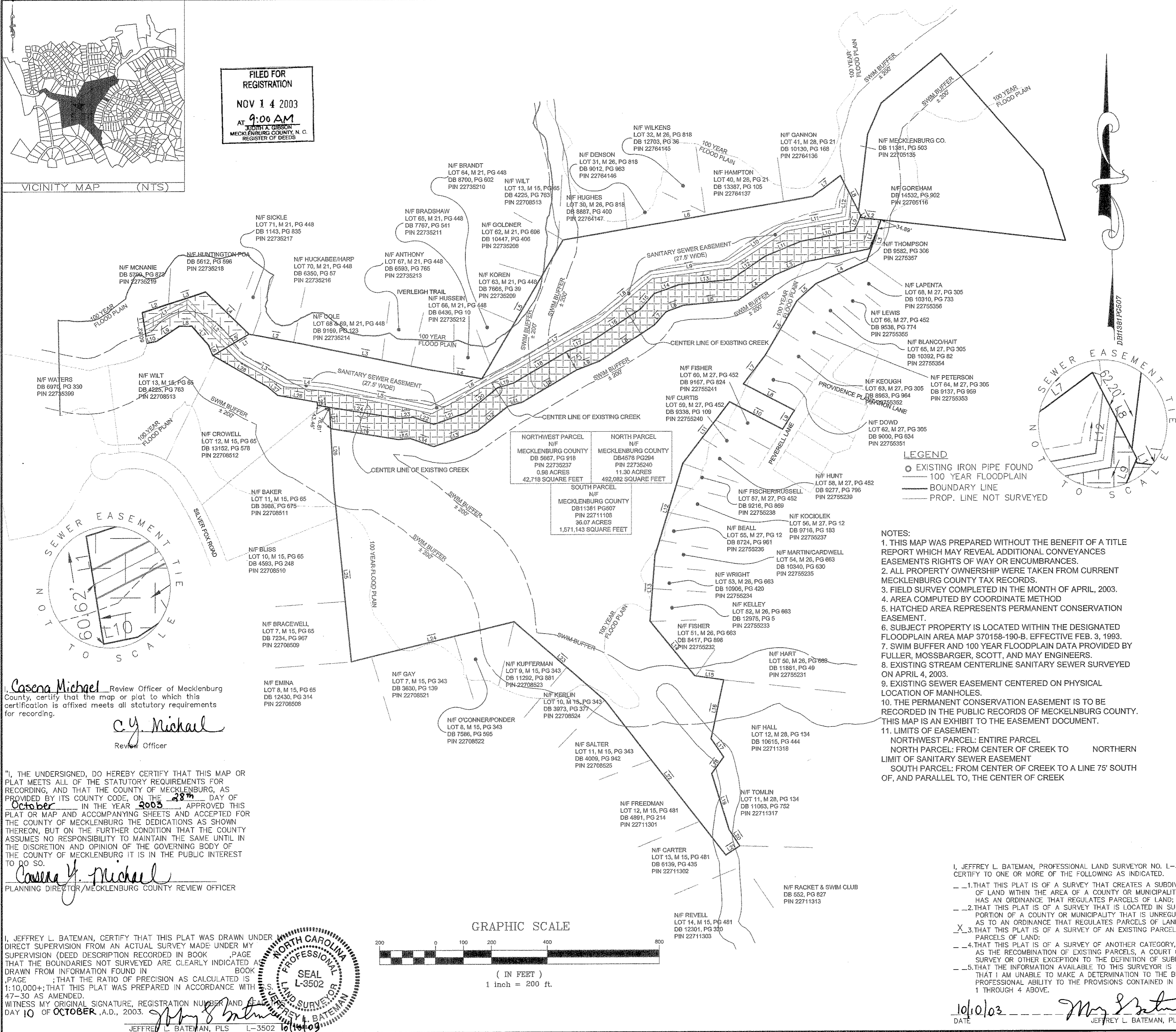
JUDITH A. GIBSON, REGISTER OF DEEDS By: Serena M. Ross
Deputy/Assistant Register of Deeds



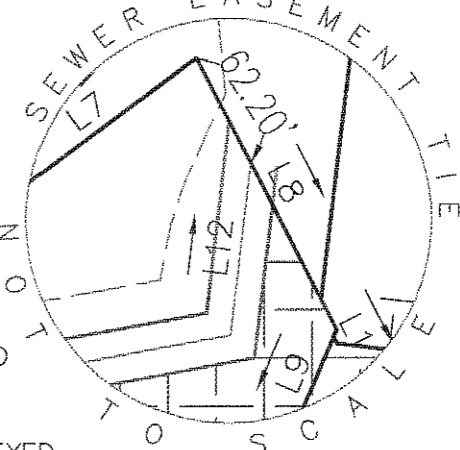
2005110704



FILED FOR REGISTRATION
NOV 14 2003
AT 9:00 AM
JUDITH A. GIBSON
MECKLENBURG COUNTY, N.C.
REGISTER OF DEEDS



NORTHWEST PARCEL N/F MECKLENBURG COUNTY DB 5887, PG 918 PIN 22735237 0.98 ACRES 42,718 SQUARE FEET	NORTH PARCEL N/F MECKLENBURG COUNTY DB4578 PG294 PIN 22738240 11.30 ACRES 482,082 SQUARE FEET
SOUTH PARCEL N/F MECKLENBURG COUNTY DB 11381 PG507 PIN 22711103 36.07 ACRES 1,571,143 SQUARE FEET	

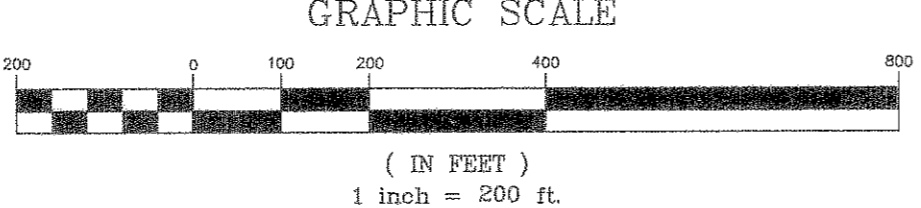


LEGEND
○ EXISTING IRON PIPE FOUND
--- 100 YEAR FLOODPLAIN
--- BOUNDARY LINE
--- PROP. LINE NOT SURVEYED

- NOTES:
1. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES EASEMENTS RIGHTS OF WAY OR ENCUMBRANCES.
 2. ALL PROPERTY OWNERSHIP WERE TAKEN FROM CURRENT MECKLENBURG COUNTY TAX RECORDS.
 3. FIELD SURVEY COMPLETED IN THE MONTH OF APRIL, 2003.
 4. AREA COMPUTED BY COORDINATE METHOD
 5. HATCHED AREA REPRESENTS PERMANENT CONSERVATION EASEMENT.
 6. SUBJECT PROPERTY IS LOCATED WITHIN THE DESIGNATED FLOODPLAIN AREA MAP 370158-190-B. EFFECTIVE FEB. 3, 1993.
 7. SWIM BUFFER AND 100 YEAR FLOODPLAIN DATA PROVIDED BY FULLER, MOSSBARGER, SCOTT, AND MAY ENGINEERS.
 8. EXISTING STREAM CENTERLINE SANITARY SEWER SURVEYED ON APRIL 4, 2003.
 9. EXISTING SEWER EASEMENT CENTERED ON PHYSICAL LOCATION OF MANHOLES.
 10. THE PERMANENT CONSERVATION EASEMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF MECKLENBURG COUNTY. THIS MAP IS AN EXHIBIT TO THE EASEMENT DOCUMENT.
 11. LIMITS OF EASEMENT:
NORTHWEST PARCEL: ENTIRE PARCEL
NORTH PARCEL: FROM CENTER OF CREEK TO NORTHERN LIMIT OF SANITARY SEWER EASEMENT
SOUTH PARCEL: FROM CENTER OF CREEK TO A LINE 75' SOUTH OF, AND PARALLEL TO, THE CENTER OF CREEK

I, Casena Michael, Review Officer of Mecklenburg County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
C. Y. Michael
Review Officer

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS MAP OR PLAT MEETS ALL OF THE STATUTORY REQUIREMENTS FOR RECORDING, AND THAT THE COUNTY OF MECKLENBURG, AS PROVIDED BY ITS COUNTY CODE, ON THE 28th DAY OF October IN THE YEAR 2003, APPROVED THIS PLAT OR MAP AND ACCOMPANYING SHEETS AND ACCEPTED FOR THE COUNTY OF MECKLENBURG THE DEDICATIONS AS SHOWN THEREON, BUT ON THE FURTHER CONDITION THAT THE COUNTY ASSUMES NO RESPONSIBILITY TO MAINTAIN THE SAME UNTIL IN THE DISCRETION AND OPINION OF THE GOVERNING BODY OF THE COUNTY OF MECKLENBURG IT IS IN THE PUBLIC INTEREST TO DO SO.
Casena Y. Michael
PLANNING DIRECTOR/MECKLENBURG COUNTY REVIEW OFFICER



I, JEFFREY L. BATEMAN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER DIRECT SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND A DAY 10 OF OCTOBER, A.D., 2003.
JEFFREY L. BATEMAN, PLS L-3502

I, JEFFREY L. BATEMAN, PROFESSIONAL LAND SURVEYOR NO. L-3502 CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED.
--- 1. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
--- 2. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
 3. THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND;
--- 4. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
--- 5. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY TO THE PROVISIONS CONTAINED IN 1 THROUGH 4 ABOVE.
10/10/03
DATE
Jeffrey L. Bateman
JEFFREY L. BATEMAN, PLS L-3502

Bateman Civil • Survey Company, PC
Engineers • Surveyors • Planners
1212 Trotter Bluffs Drive
Holly Springs, NC 27540
(919) 552-0804 Phone/Fax BCSCompany@earthlink.net

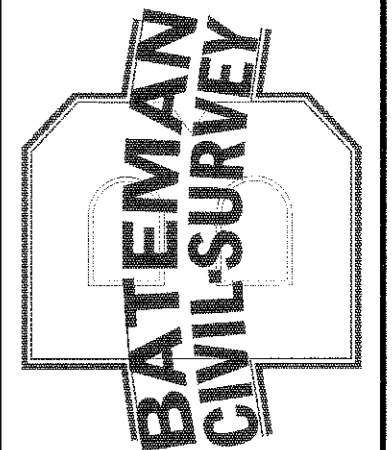
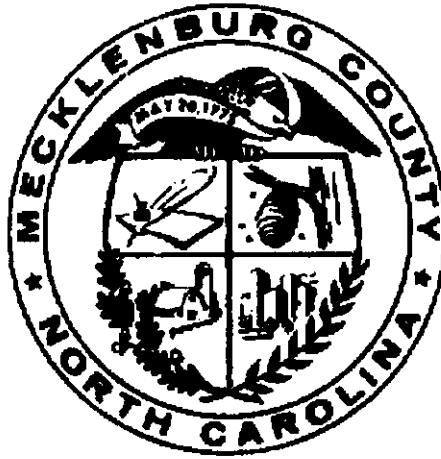


Exhibit "A" of Permanent Conservation Easement Exclusively For The County Of Mecklenburg
Providence Township, Mecklenburg County, N.C.

REVISIONS
DESIGNED BY: <i>AB</i>
DRAWN BY: SPC
CHECKED BY: JLB
SCALE: 1"=200'
DATE: 07/25/2003
PROJECT NUMBER: 030104
EXHIBIT "A" 10F2

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2003 NOV 14 09:00 AM
BK: 40 PG: 507-508 FEE: \$21.00

INSTRUMENT # 2003271529



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

Filed For Registration: 11/14/2003 09:00 AM
Book: MAP 40 Page: 507-508
Document No.: 2003271529
MAP 2 PGS \$21.00
Recorder: LYVANH PHETSARATH



2003271529