

Goodman Property
4,325 Linear Feet of Stream Restoration
3,205 Linear Feet of Stream Preservation
Full Delivery Project • Contract No. 000616
Lenoir County, North Carolina

Prepared for:



NC Ecosystem Enhancement Program
1652 Mail Service Center
Raleigh, NC 27699-1652



Prepared by:

ALBEMARLE RESTORATIONS, LLC

6386 Piney Woods Road
Fairfield, NC 27826

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Contact information:

Ed Temple, Principal
Albemarle Restorations, LLC
Office: 252-333-0249
Fax: 252-926-9983

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Goodman Property Stream Mitigation

1.0 Introduction

The North Carolina Department of Environment and Natural Resources Ecosystem Enhancement Program has selected the property owned by Rodney R. Goodman and Robert M. Goodman for stream restoration to partially fulfill the Request for Proposals (RFP): Full Delivery Project Neuse River Basin, RFP 16-D07033. An option for an easement purchase by Albemarle Restorations, LLC was signed by the landowners on March 7, 2007 for this full delivery contract. The purpose of the RFP and subsequent contract(s) awarded by EEP are to provide compensatory stream and/or wetland mitigation within the Neuse River Basin, Cataloging Unit 03020202. Albemarle Restorations, LLC entered into a contract with the State of North Carolina on October 11, 2007 (Contract No. 000616) to deliver 4,966 Stream Mitigation Units (SMU's) through restoration (4,325 SMU's) and preservation (641 SMU's) on the Goodman project site.

The site was chosen in part because of its location in a targeted watershed and because it provides the opportunity to restore natural stream function to headwater reaches in the Falling Creek watershed and add to a high quality forested headwater stream and wetland system directly adjacent to the project area. Additionally, the site was selected because of the presence of hydric soils and the opportunity to preserve existing natural stream corridors adjacent to restoration areas in close proximity to the Neuse River.

The property is located on Pruitt Road in Falling Creek Township, Lenoir County, North Carolina. The Goodman Property is in the Neuse River sub-watershed (USGS Catalog Unit 03020202, a Targeted Local Watershed). The +/- 551-acre property is currently in agricultural production at the headwaters of unnamed tributaries to Falling Creek and is contiguous with nearby forested wetland areas. The conversion of the 20.6-acre restoration project area from agricultural use to a headwater/swamp run system will create a vegetated corridor within the project area linking upstream forested wetlands with Falling Creek, making this a practical and environmentally beneficial restoration project.

2.0 Project Goals and Objectives

The restoration plan has been developed to restore headwater swamp run morphology typical of the coastal plain of North Carolina, and utilizing over 50 years of combined wetland restoration experience brought forth by the principals of Albemarle Restorations, LLC. The baseline goals of the project are to create a naturally functioning headwater system with braided diffuse flow patterns across a narrow riparian wooded corridor, similar to unaltered coastal plain headwater stream systems within the Neuse River Basin. Also, the area that is designated for preservation is currently a natural headwater swamp run system that will be permanently protected by placing the area in a perpetual conservation easement, thus preserving its current water quality benefits. The cumulative

benefit for the entire project will be to restore and preserve almost 1.45 miles of valuable stream corridor on the site. Beyond that, the goals and objectives are as follows:

- 1) Provide floodflow attenuation.
- 2) Provide water quality improvement through sediment, toxicant, and nutrient retention and reduction.
- 3) Alleviate downstream flooding issues by lessening the effect of pulse or flashy flows.
- 4) Provide shading through long-term forest cover to reduce algae growth and associated low dissolved oxygen levels in surface water moving through the site.
- 5) Produce and export wildlife food sources.
- 6) Create wildlife habitat and recreational opportunities.

3.0 Site Location

The 20.6-acre restoration area and the 14.4 acre preservation area are located in the central portion of the Goodman property, in the Neuse River sub-watershed (USGS Catalog Unit 03020202). The restoration site encompasses the headwaters of two unnamed tributaries to Falling Creek. The site is accessed via an access easement from Pruitt Road. **Figure 1** is a vicinity map found in **Appendix A**. Downstream from the site the unnamed tributaries from the restoration and preservation areas converge and join Falling Creek which runs almost entirely through wooded areas containing extensive wetlands before joining the Neuse River. The proximity of the site to nearby forested wetlands and swamp run areas as well as a drainage area map is **Figure 2** found in **Appendix A**.

4.0 General Watershed Description

The project site is located in Targeted Local Watershed USGS Catalog Unit 03020202, Neuse River, which lies in Sub-basin 03-04-05, the Neuse River. The following information was extrapolated from *The Neuse River Basinwide Water Quality Plan-June 2008 Draft*. Forest/wetlands constitute 51.6% of the land area in Sub-basin 03-04-05, while 36.5% is cultivated crop, urban is 8.2%, and 0.8% is surface water. According to the Plan all waters in the Neuse River are impaired in the fish consumption category due to mercury contamination. **Figure 3** found in **Appendix A** is an exhibit showing the Neuse River Sub Watershed and the project area within the watershed.

5.0 Existing Site Conditions

The Goodman farm consists of approximately 551 +/- acres, 20.6 of which are designated for this restoration and 14.4 for preservation. The combined 35-acre easement area is located within the central portion of the farm. This area presently has two large channelized streams that are designated for restoration and run southwest to northwest and converge before entering Falling Creek. The swamp run that is designated for

preservation is north of the restoration reaches and joins two unnamed tributaries prior to reaching Falling Creek. The restoration areas are currently bordered by agricultural fields on all sides. Degradation to the channels and surrounding areas by past agricultural activities, including channel straightening and planting of row crops up to the channel edges, allows excessive nutrient and sediment accumulation in the channels. These past activities have also served to reduce the flood flow attenuation capabilities of the channels. **Appendix C** contains photographs taken during a recent site visit, showing the degradation of the channel and the proximity of tilled ground. The site is not located within a FEMA regulated floodplain, therefore floodplain requirements are not addressed in this restoration plan.

5.1 Soils

Soils examined at various locations throughout the project site in winter of 2007 exhibited strong hydric indicators, including sulfidic odor and deep gray color. The majority of the soils on the restoration site within the proposed swamp run limits are mapped as Portsmouth Series which is a mapped hydric soil. Soils immediately to the north of the proposed swamp run are mapped as Wickham Series while soils to the south of the proposed swamp run are mapped as Kenansville Series. Soils located within the limits of the swamp run preservation area are mapped as Johnston Series which is a mapped hydric soil with Lakeland soils to the south and Craven soils to the north.

The Portsmouth series consist of deep very poorly drained soils with a parent material of loamy marine sediments. The Johnston Series consists of sandy and loamy alluvium and is categorized as a very poorly drained soil. Wickham soils consist of very deep well drained, moderately permeable soils on stream terraces, formed in fluvial and marine sediments, and does have hydric inclusions. Kenansville soils consist of very deep well drained, moderately permeable soils on stream terraces, formed in fluvial and marine sediments. The Craven series consists of moderately well drained soils with a parent material of marine sediments. Lakeland soils consist of sandy marine deposits and/or eolian sands, are located on marine terraces, is considered well drained, and does have hydric inclusions. **Figure 4** in **Appendix A** contains a Soils Map showing the project area and proposed restoration and preservation areas.

5.2 Hydrology

The project site designated for stream restoration is currently intersected by two channelized streams. The majority of the soil is Portsmouth loam and has a hydric code of 2B3 meaning they are poorly to very poorly drained and saturated for a significant period during the growing season. The overall drainage area for the downstream limits of both unnamed tributaries that will be restored is approximately 172 acres, with approximately 78 acres of drainage area

contributing to the northern channelized stream and approximately 94 acres contributing to the southern channelized stream.

5.3 Topography and Adjoining Land Uses

The topography of the project site is variable, with elevations ranging from 41.0 feet at the upstream limits to 34.0 on the downstream limits. Elevations of the preservation area vary from 38.0 feet to 34.0 feet at the downstream limits. Surrounding properties of the project site that are within the project site's drainage area are mapped as agricultural fields or timberland.

5.4 Threatened/Endangered Species and Existing Vegetation

On December 3, 2007 letters (see **Appendix B**) were sent by Albemarle Restorations, LLC to the U.S. Fish and Wildlife Service Ecological Services Office and the North Carolina Wildlife Resources Commission requesting a project review for coordination under the Endangered Species Act, the Fish and Wildlife Coordination Act, and the Migratory Bird Treaty Act. Albemarle Restorations, LLC received no response to either letter. A review of Lenoir County's Threatened and Endangered Species list shows one endangered species exist in the county. The red-cockaded woodpecker (*Picoides borealis*) is listed as endangered in the county. However, the mature stands of Longleaf pine which the woodpecker requires do not exist anywhere on the property. The bald eagle (*Haliaeetus leucocephalus*) is listed under the Bald and Golden Eagle Protection Act (BGPA) in the county. While the possibility of an eagle occurring on the site exists due to their migratory nature, the current habitat is not conducive to long term stays.

Existing vegetation within the restoration area consists of corn and soybean for agricultural purposes on the outer perimeter, with some native pioneer wetland vegetation present within the existing channelized streams. The preservation area is dominated by pioneer and early successional wetland forest species.

5.5 Jurisdictional Wetlands

An aerial photograph reviewed from the Lenoir County Soil Conservation Office for the year of 1980 show that the Goodman property was in agricultural use at this time, similar to its current state. The extensive channelizing of streams and soil classes on site indicate that the project area was historically a swamp run and wetland complex. All cropland within the project area is classified as Prior Converted Cropland by the Lenoir County Soil Conservation District. As with other similar projects, an application will be made to the U.S. Army Corps of Engineers (COE) and the North Carolina Division of Water Quality when the Restoration Plan has been approved by EEP. Impacts to the channelized streams are considered a conversion of wetland type from waters to vegetated wetlands.

Normally this conversion and relocation of Waters is authorized under Nationwide Permit #27, Stream and Wetland Restoration Activities. **Figure 5** found in **Appendix A** includes a Historic Aerial Photograph showing site conditions in 1980.

5.6 Historic Preservation

On October 19, 2007 Ecotone, Inc. sent a letter to the North Carolina Department of Cultural Resources State Historic Preservation Office requesting a historical review of the subject site. We received a response from the North Carolina Cultural Resources State Historic Preservation office (**see Appendix B**) who indicates that there are no historic resources that would be affected by the restoration project.

6.0 Restoration Design Guidelines/Site Selection

The Goodman Property was selected in part because of its location in a Local Targeted Watershed (LTW) and because the site is suitable for headwater/swamp run restoration to create a large contiguous restored system. This site is appropriate for mitigation due in part to its conformance with the recent guidance provided by the US Army Corps of Engineers, Wilmington District, Regulatory Division and the North Carolina Department of Environment and Natural Resources, Division of Water Quality entitled "*Information Regarding Stream Restoration in the Outer Coastal Plain of North Carolina*" Version 2 (April 4, 2007). In addition the property adjacent to the Goodman Property underwent a successful 27 acre stream restoration, is in a similar landscape position and would further add a restored and protected riparian corridor between the Neuse River and Falling Creek. The above referenced guidelines were used for the restoration design to supplement recent headwater/swamp run restoration designs completed by Albemarle Restorations, LLC.

7.0 Restoration Plan

The goal of the proposed restoration plan is to create a continuous headwater swamp run/riverine wetland system typically found in the middle to upper reaches of first or zero order tributary systems. The design incorporates a swamp run that is bordered by a vegetated buffer on both sides that will surround the restoration area. The swamp run will have an average width of 50 feet and an overall slope of 0.2 percent. The flow will be through a broad series of intertwined sinuous micro-channels. The majority of the water flowing through the site under normal conditions will be concentrated in the swamp run by leaving the elevation on average of 0.5 to 1.0 feet below the adjacent buffer area. The target plant community is a varied wetland forest surrounding a cypress-dominated swamp with microtopography to promote cypress growth and provide a continuous forested and diverse greenway along the tributary. Any invasive or exotic species found on the site while earth work is being completed will be removed through physical and/or chemical means.

7.1 Hydrologic Modifications

The primary goal of the project is to restore to a more natural state the channelized streams intersecting the project site. The restoration area will consist of two swamp run/wetland systems that converge before leaving the site. The northern smaller swamp run, with an overall drainage area of 78 acres will feed into the southern larger swamp run which has a drainage area of 94 acres. Each swamp run will have similar landscape position due to their close proximity. All of the two channelized streams will be converted to swamp runs, with the surrounding areas converted to riverine wetlands and vegetated buffer for a 200 foot wide system. The northern and southern channelized streams begin on site at elevations of 36.0 and 38.0 feet respectively. Throughout the project area, the channelized streams will be graded out to create swamp run morphology with a gradient of approximately 0.2 percent slope and multiple sinuous interconnected channels. Adjacent to the swamp run on both banks will be riverine wetlands at an elevation between 0.5 to 1 foot above the mean elevation of the swamp run with a vegetated buffer above the wetlands before returning to cropland. After restoration, swamp run elevations will range from 32.0 to 42.0 feet. Periodic flooding from the swamp run, the seasonally high water table, and the extremely slow permeability of the soils will provide the necessary wetland hydrology for the adjacent wetlands.

7.2 Soil Restoration

Soils found in the project area currently exhibit hydric characteristics and will remain. Topsoil removed during restoration will be stockpiled and redistributed over disturbed areas. Because minimal grading is proposed, some areas may not require the stockpiling of topsoil. Sufficient organic material appears to be present to a significant depth, so no amendments are specified. Large woody debris encountered within the project area will be placed throughout the created wetlands to add organic material and encourage diversity of volunteer species.

7.3 Plant Community Restoration

The plant species chosen for the project are native to the area, with an emphasis on species that will provide habitat and a viable, yearlong food source for a wide range of animal and plant species. Surrounding areas are home to bear, whitetail deer, raccoon, squirrel, fox, migrating waterfowl, and a wide variety of amphibian and reptile species, and the project is intended to provide food and habitat to complement and enhance the existing ecosystem. Hydrophytic species shown on the planting plan were selected to create a matrix of riverine and wetland communities including Cypress-Gum swamp and bottomland hardwood forest. Invasive and exotic species will not be planted on the site. Any invasive or exotic species found on the site will be removed through physical or chemical means during the planting phase. In selecting vegetation, we have considered reference

riverine and wetland areas adjacent to the site and “Dominant Plants for Major Wetland Types” published by the North Carolina Department of Environment Water Quality Section. **Sheet P-2** contains detailed planting and seeding schedules for the site. An average of 435 stems per acre are proposed to be planted in the restoration areas.

7.4 Plant Material

7.4.1 Planting Specifications

1. Planting material will conform to the current issue of the "American Standards for Nursery Stock", published by the "American Association of Nurserymen".
2. The root system of plant material shall be well-developed and undamaged, and the plant size must conform to the size specified. Plants not meeting these criteria will be rejected.
3. Foliage of non-dormant plants shall appear healthy, with no leaf spots, damage, discoloration, or wilting, and no evidence of insects on the plant. Plants not meeting these criteria will be rejected.
4. Planting materials may be substituted upon written approval from Albemarle Restorations, LLC.

7.4.2 Storage and Delivery

1. Seed shall be delivered in containers having labels reporting the origin, purity, and germination percentage of the seed, and the date of germination testing of the seed.
2. All bare root plants shall be clearly and correctly labeled to allow confirmation of species and quantities. At least 25% of each species in every shipment shall have legible labels securely attached prior to delivery to the site.
3. All plants delivered to the project site must have thoroughly moist soil/root masses. Dry or light-weight plants shall be rejected.
4. All rejected material shall be immediately removed from the project site.
5. All plants delivered to the project site shall be stored in a cool, shaded location, and watered regularly so that roots are kept moist until time of planting.

7.4.3 Products

1. Planting Schedules specifying quantity, species, size, condition, and spacing can be found on **Sheet P-2** of the Restoration Design Plan Sheets.
2. Straw shall be from small grain species such as wheat or barley, and shall be free of rot, mildew, and noxious weed seeds.

7.4.4 Planting Procedures

1. Planting shall be performed in accordance with the current edition of the Landscape Contractors Association "Landscape Specification Guidelines" and as specified below.
2. Plants shall be randomly installed within the planting area, using the plant spacing specified in the plant schedule as a guide.
3. Planting will occur during the period of February 1 - April 30. Planting outside of these specified dates is not permissible without approval from Albemarle Restorations, LLC.
4. Planting shall not occur during periods of sub-freezing temperatures, when the ground is frozen or excessively wet or dry, or when other conditions not generally accepted as suitable for planting persist.
5. Seedlings shall be planted within two days of shipment.
6. Seedlings and whips shall be minimum 1/4" to 1/2" caliper.
7. Seedlings and whips shall be planted in accordance with the detail provided on **Sheet P-2** of the Restoration Design Plan Sheets unless otherwise approved by Albemarle Restorations, LLC.
8. All woody material must be planted erect. Plants leaning greater than 10 degrees from perpendicular must be straightened or replanted by the Contractor.

7.4.5 Maintenance and Guarantee

1. Plant material shall be maintained by the Contractor for one full year from the date of final inspection and acceptance by Albemarle Restorations, LLC.
2. The Contractor shall guarantee an 80% survival of all plants for the one year period stated above, except in the case of damage by fire, animal damage, vandalism, or other events beyond the Contractors ability to control.
3. Plants which are 25% dead or more shall be considered dead.
4. Replacement plants shall be of the same type, size, and variety as the plants specified herein, or substitutions approved by Albemarle Restorations, LLC. Replacement plants shall be provided and installed subject to the requirements of these plans and specifications.

7.5 Seeding

7.5.1 Final Grading

1. Seeding of wetland areas is to be according to the Wetland Seed Mix detail on **Sheet P-2** of the Restoration Design Plan Sheets. Seed shall be spread with a broadcast spreader and may be mixed with dry sand to facilitate even spreading.

7.5.2 Soil Amendments

1. Soil tests must be performed to determine if lime and/or fertilizer are required within seeding areas. Soil analysis may be performed by the N.C. Department of Agriculture and Consumer Services Agronomic Division or a recognized commercial laboratory.
2. Amend soil as needed based on N.C. Department of Agriculture and Consumer Services Agronomic Division recommendations.

7.5.3 Seedbed Preparation

1. If needed, seedbed preparation shall consist of loosening soil to a depth of 3-5" by means of suitable agricultural or construction equipment such as disc harrows or chisel plows or rippers mounted in construction equipment. After the soil is loosened it should not be rolled or dragged smooth but left in the roughened condition. Sloped areas (Exceeding 3:1) should be tracked leaving an irregular surface with ridges running parallel to the contour of the slope.
2. Apply fertilizer and lime if required.
3. If required, incorporate lime and fertilizer into the top 3-5" of soil by disking or other suitable means.

7.5.4 Seed Specification

All seed shall be free of noxious weeds. All seed shall be subject to re-testing by a recognized seed laboratory. All seed shall have been tested within the 6 months immediately preceding the date of sowing such materials on this job. Seed tags shall be made available to the inspector to verify type and rate of seed used.

7.5.5 Methods of Seeding

1. Dry seeding: This includes use of conventional drop or broadcast spreaders.

- a) Seed spread dry shall be incorporated into the subsoil at the rates prescribed on the temporary or permanent seeding recommendations.
 - b) Where practical, seed should be applied in two directions perpendicular to each other. Apply half the seeding rate in each direction.
2. Drill or cultipacker seeding: Mechanized seeders that apply and cover seed with soil.
 - a) Cultipacking seeders are required to bury the seed in such a fashion as to provide at least 1/4 inch of soil covering. Seedbed must be firm after planting.
 - b) Where practical, seed should be applied in two directions perpendicular to each other. Apply half the seeding rate in each direction.

8.0 Monitoring

Following construction, a Mitigation Plan and As Built Drawings will be prepared for the site and submitted to EEP. The Mitigation Plan will include the monitoring plan and protocol, as well as an invasive and exotic species management plan. The management plan will identify potential invasive species as defined in the “*North Carolina Noxious Weed List*”, identify site constraints, and provide for a two-part control plan. The first part of the two-part plan will suppress the establishment of noxious plants through eradication of existing species seen on site and installation of sufficient densities of native woody and herbaceous species. The second part will be to implement an early detection and rapid response program, to identify and remove invasive species before they become established. Monitoring of the site is to be completed per EEP’s guidelines titled **Content, Format and Data Requirements for EEP Monitoring Reports** for a five year period. Photographs and/or video footage of major flow events, to the extent possible, will be included in each year’s monitoring report.

8.1 Swamp Run Monitoring

Monitoring of the headwater swamp run system created on the site will be in accordance with success criteria outlined in “*Information Regarding Stream Restoration with Emphasis on the Coastal Plain*”. According to the guidance, monitoring of these systems should be geared toward documenting restored functions rather than using traditional geomorphic studies. Monitoring will consist of continuous water elevation documentation, vegetation plot monitoring, and methods to assess flow patterns and duration of inundation.

Surface and sub-surface hydrology within the swamp run will be monitored using continuous recording pressure transducer type water level loggers suspended in monitoring wells within the limits of the swamp run. Monumented cross-sections will be installed and surveyed once a year to determine the extent of surface inundation, and to a lesser extent, to demonstrate stability of the system. To determine the presence of water moving through the system, wrack material monitoring stations will be installed at varying locations in the swamp run and

monitored several times throughout the year. Rainfall data will also be collected on-site through an event rainfall logger. This gauge will be placed on-site, and will record rainfall intensity, duration, time and quantity.

A minimum of three 10 meter by 10 meter square vegetation monitoring plots will be established, one at each swamp run monitoring well location, to provide a representative sample of the swamp run vegetative community. Plot sampling will continue for the duration of the 5-year monitoring period or until the site receives final approval. Vegetation plot sampling will consist of Level 1: Planted stem inventory plots for the first year, and Level 2: Total woody stem inventory lots for remaining years, as defined in the *CVS-EEP Protocol for Recording Vegetation Version 4.0*.

Monitoring Reports will be submitted to EEP by December 1 of the year in which the monitoring was conducted. In the unlikely event that success criteria outlined below are not achieved by the end of the five-year minimum monitoring period, with permission from EEP corrective measures including regrading, replanting, removal of certain species, etc. will be performed. If areas are deemed to be severely deficient in meeting the success criteria, Albemarle Restoration, LLC may opt to ask the Department to allow corrective measures prior to the end of the five-year period.

9.0 Success Criteria:

The intent of the project is to create a diverse forested swamp run and riverine wetland forest. The target hydrologic regime for the swamp run will be inundation greater than three inches for the majority of the growing season in the lowest “channel” areas, interspersed with higher hummocks which will be seasonally saturated for the majority of the growing season. Although we are restoring riverine wetlands adjacent to the swamp run, we have not proposed any restoration credit for the riverine wetland restoration areas. As a result we will not be monitoring the hydrology period or vegetation in the adjacent non-credited riverine wetlands. Hydrologic success of the project will be correlated to conditions documented at the reference site within the preservation area which also functions as a swamp run with adjacent riverine wetlands. In cases where severe drought or other natural occurrences affect groundwater levels which prevent hydrologic success criteria from being achieved, data collected at the reference site will be used to verify that fluctuations in water surface elevations within the swamp run are due to natural occurrences and not to deficiencies in the project design. One accepted method for determining how precipitation relates to a normal rainfall year can be found at: http://www.wcc.nrcs.usda.gov/climate/wets_doc.html.

More detailed description of the hydrologic regime for the swamp run will be provided in the mitigation plan, to be submitted with the as-built construction drawings. Two monitoring gauges and a vegetation monitoring plot will be installed in the preservation area.

With regard to vegetation monitoring and success for the swamp run areas, in accordance with the *US Army Corps of Engineers, Stream Mitigation Guidelines, April 2003*, Albemarle Restorations will maintain survivability of planted woody species at a minimum of 320 stems/acre thru year three. A ten percent mortality rate will be accepted in year four (288 stems/acre) and another ten percent in year five resulting in a required minimum survival rate of 260 trees/acre through year five. The vegetation component of the project will be considered successful if the planted wetland species dominate the tree and shrub layers in the planted wetland areas. It is expected that volunteer species will colonize the site from adjacent and nearby wetland areas. If these species become dominant, the wetland indicator status of each species will be assessed, and the site will be deemed successful if the dominant species in each layer are FAC or wetter.

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11.0 Restoration Design Plan Sheets

GENERAL NOTES:

1. This wetland and swamp run restoration plan has been prepared for the North Carolina Ecosystem Enhancement Program for the purpose of restoring 4,325 linear feet of stream and preserving 3,205 linear feet of stream on the Goodman property, located within the Neuse River Basin.
3. Existing 1.0 foot topography within the project areas was prepared by True Line Surveying. Other base information was derived from Lenoir County GIS data as amended and corrected by Albemarle Restorations, LLC based on field observations and ground surveys.
4. The Contractor shall notify Albemarle Restorations, LLC and the landowner's representative at least two (2) weeks prior to start of grading operations within the project area.
5. The Contractor is responsible for the location of all underground utilities prior to the start of construction. Any damages to utilities as a result of grading or other activities will be the sole responsibility of the Contractor and shall be repaired at the Contractors expense.
6. Access to the swamp run restoration areas shall be from Pruitt Road as indicated hereon. No disturbance is to occur between the public roads and the LOD for the swamp run grading.
7. The Contractor will be responsible for any damage to private property, including but not limited to fences and private roads resulting from the execution of this contract. Repairs for any such damage will be made at the Contractors expense to the satisfaction of the private property owner and Albemarle Restorations, LLC.
8. All machinery, equipment and supplies for the project shall be stored in an upland location so as not to disturb any environmentally sensitive areas.
9. All rough and finish grading work will be started at the lowest proposed elevation of the wetland restoration area and proceed up-slope to minimize soil compaction.
10. All topsoil removed during grading will be stockpiled and returned once grading is completed.
11. A Nationwide 27 Permit, 401 Water Quality Permit, and Land Disturbance Permit will be obtained prior to the start of construction. Erosion control details and procedures will be provided to the Lenoir County Soil Conservation District for review and approval prior to construction.

SEEDING NOTES:

1. Prior to seeding, remove any mounds or surface irregularities not in conformance with grading plan. Areas that have experienced washing out, rilling, or sediment deposition shall be reconstructed and grades re-established by the Contractor in accordance with the plan or as otherwise directed by Albemarle Restorations, LLC.
2. After bringing the swamp run restoration areas to final grades, loosen soil by discing or scarifying to a depth of at least 3 inches.
3. Prior to seeding, remove all trash, debris and large objects such as stones that might interfere with the seeding operation.
4. Seeding of swamp run areas is to be according to the Wetland Seed Mix provided onsheet P-2 of this set. Seed shall be spread with a broadcast spreader and may be mixed with dry sand to facilitate even spreading.

STREAM MITIGATION PROJECT
ALBEMARLE RESTORATIONS, LLC
GOODMAN SITE
EEP CONTRACT # 000616

LENOIR COUNTY

LOCATION: WEST SIDE OF PRUITT ROAD
WEST OF KINSTON
TYPE OF WORK: MITIGATION

4,966 SMU's
PROPOSED STREAM RESTORATION: 4,325 LINEAR FEET (4,325 SMU's)
PROPOSED STREAM PRESERVATION: 3,205 LINEAR FEET (641 SMU's)



VICINITY MAP

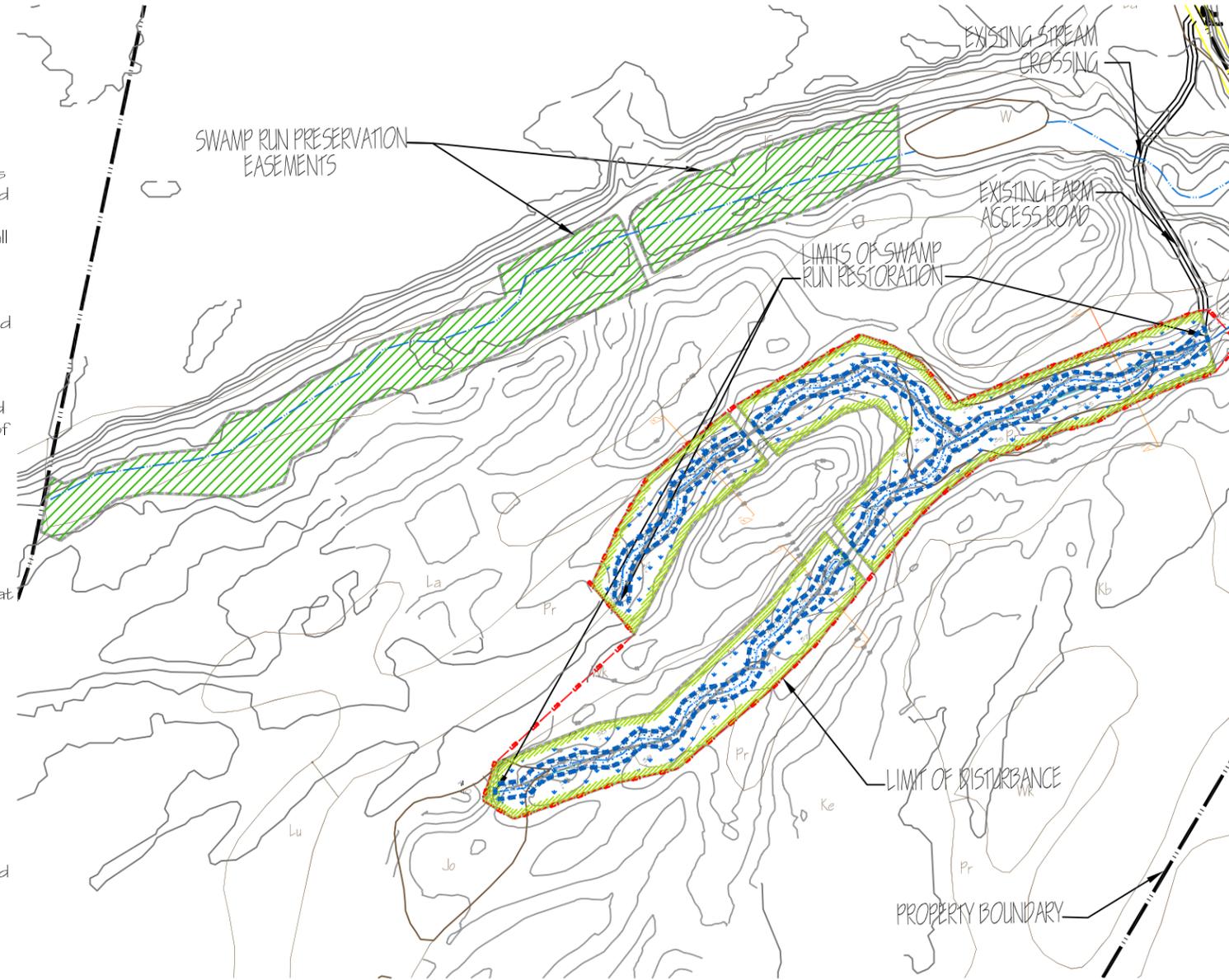
SCALE: 1" = 12,000'

INDEX OF SHEETS

T-1	TITLE SHEET
T-2	EXISTING CONDITIONS PLAN
G-1	GRADING OVERVIEW
G-2	GRADING PLAN
G-3	GRADING PLAN
G-4	GRADING PLAN
PR-1	PRESERVATION PLAN
D-1	DETAILS AND SECTIONS
P-1	PLANTING PLAN
P-2	PLANTING DETAILS

LEGEND

---	EASEMENT BOUNDARY
- - - - -	LIMITS OF DISTURBANCE
41	EXISTING GRADE
57	PROPOSED GRADE
7.5	PROPOSED SPOT ELEVATIONS
---	PROPOSED SWAMP RUN CENTERLINE
---	PROPOSED SWAMP RUN RESTORATION LIMITS
[Pattern]	PROPOSED SWAMP RUN RESTORATION
[Pattern]	PROPOSED RIPARIAN WETLAND PLANTING
[Pattern]	PROPOSED VEGETATED BUFFER
[Pattern]	PROPOSED SWAMP RUN PRESERVATION



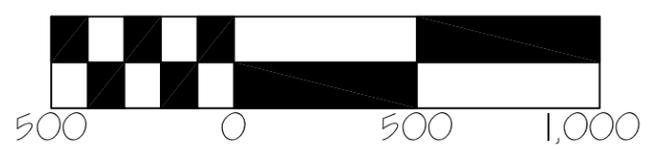
PREPARED BY:	ALBEMARLE RESTORATIONS, LLC
	WETLAND RESTORATION, STREAM RESTORATION, & WILDLIFE HABITAT CREATION
	6366 PINEY WOODS ROAD • FAIRFIELD, NC 27826 (252) 333-0249 • FAX (252) 926-9983

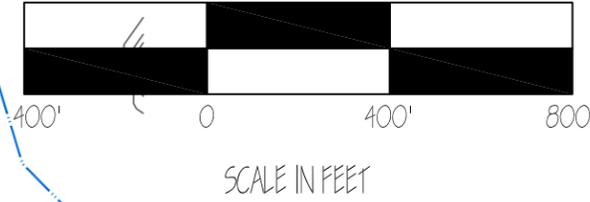
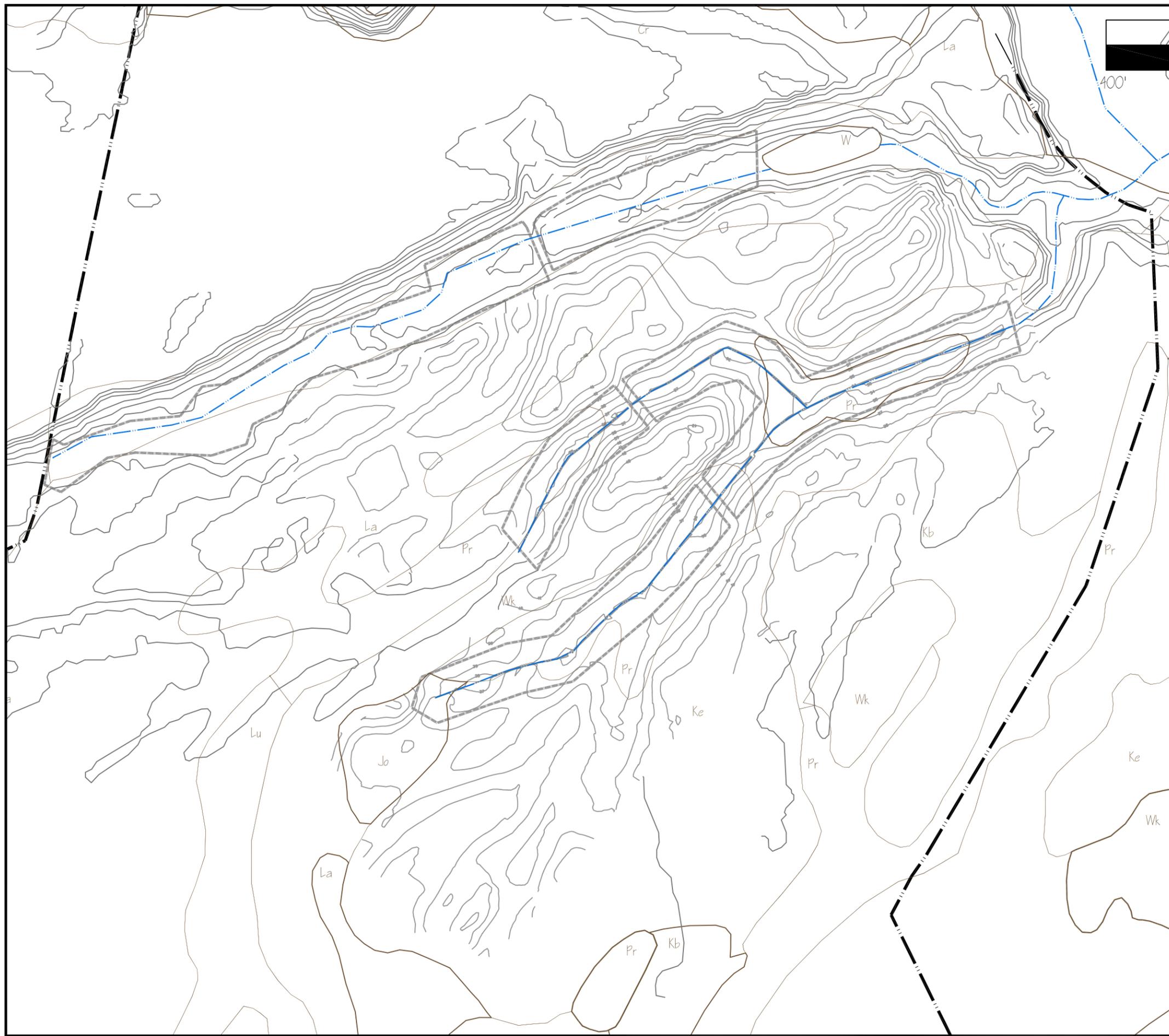
SITE OVERVIEW SCALE: 1" = 500'



GOODMAN PROPERTY STREAM MITIGATION UNITS: 4,966 SMU'S LENOIR COUNTY, NORTH CAROLINA EEP CONTRACT #: 000616

TITLE SHEET SEPTEMBER 22, 2008
REVISIONS
NO. DATE DESCRIPTION





MAPPED SOILS	
Cr	Craven fine sandy loam 1-4% slopes
Jo	Johns sandy loam
JS	Johnston soils
Kb	Kalmia loamy sand 2-6% slopes
Ke	Kenansville loamy sand 0-6% slopes
La	Lakeland sand 0-6% slopes
Lu	Lumbee sandy loam
Pr	Portsmouth loam
Wk	Wickham loamy sand 1-6% slopes

LEGEND	
	PROPERTY LINE
	EASEMENT BOUNDARY
	EXISTING GRADE
	EXISTING STREAM CENTERLINE

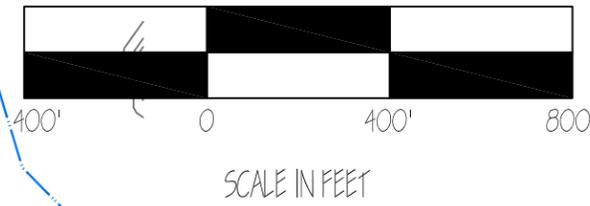
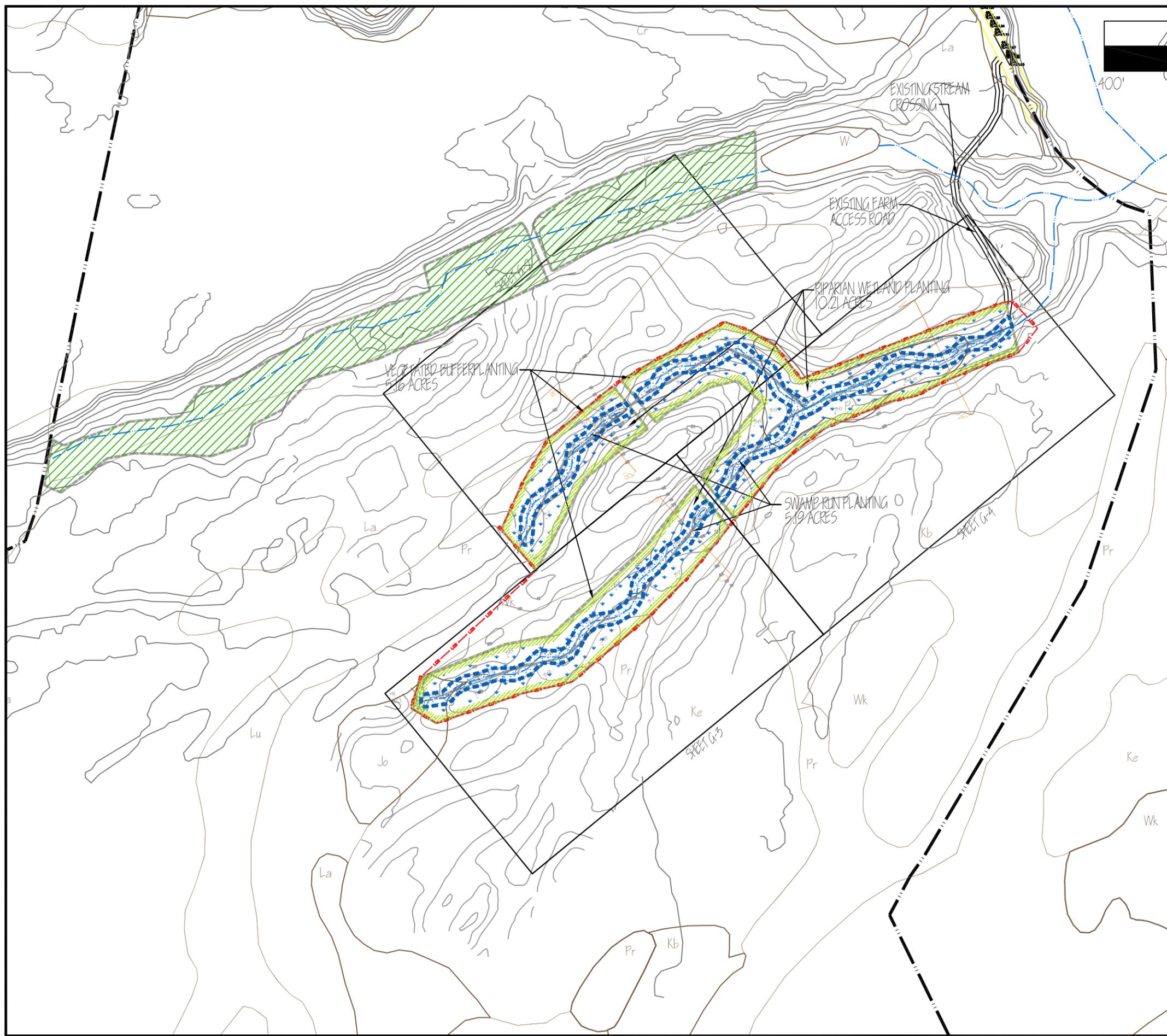
EXISTING CONDITIONS
SCALE: 1" = 400'

EXISTING CONDITIONS PLAN
SEPTEMBER 22, 2008

GOODMAN PROPERTY
STREAM MITIGATION UNITS: 4,966 SMU'S
LENOIR COUNTY, NORTH CAROLINA
EEP CONTRACT #: 000616



PREPARED BY:
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& WILDLIFE HABITAT CREATION
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MAPPED SOILS	
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LEGEND	
---	EASEMENT BOUNDARY
- - - -	LIMITS OF DISTURBANCE
41	EXISTING GRADE
57	PROPOSED GRADE
7.5	PROPOSED SPOT ELEVATIONS
---	PROPOSED SWAMP RUN CENTERLINE
---	PROPOSED SWAMP RUN RESTORATION LIMITS
---	PROPOSED SWAMP RUN RESTORATION
---	PROPOSED RIPARIAN WETLAND PLANTING
---	PROPOSED VEGETATED BUFFER
---	PROPOSED SWAMP RUN PRESERVATION

*NOTE:
FOR OVERVIEW ONLY, SEE SHEET G-2 THROUGH G-4 FOR GRADING DETAILS AND SHEET PR-1 OR PRESERVATION AREA

GRADING OVERVIEW
SCALE: 1" = 400'

GRADING OVERVIEW
SEPTEMBER 22, 2008

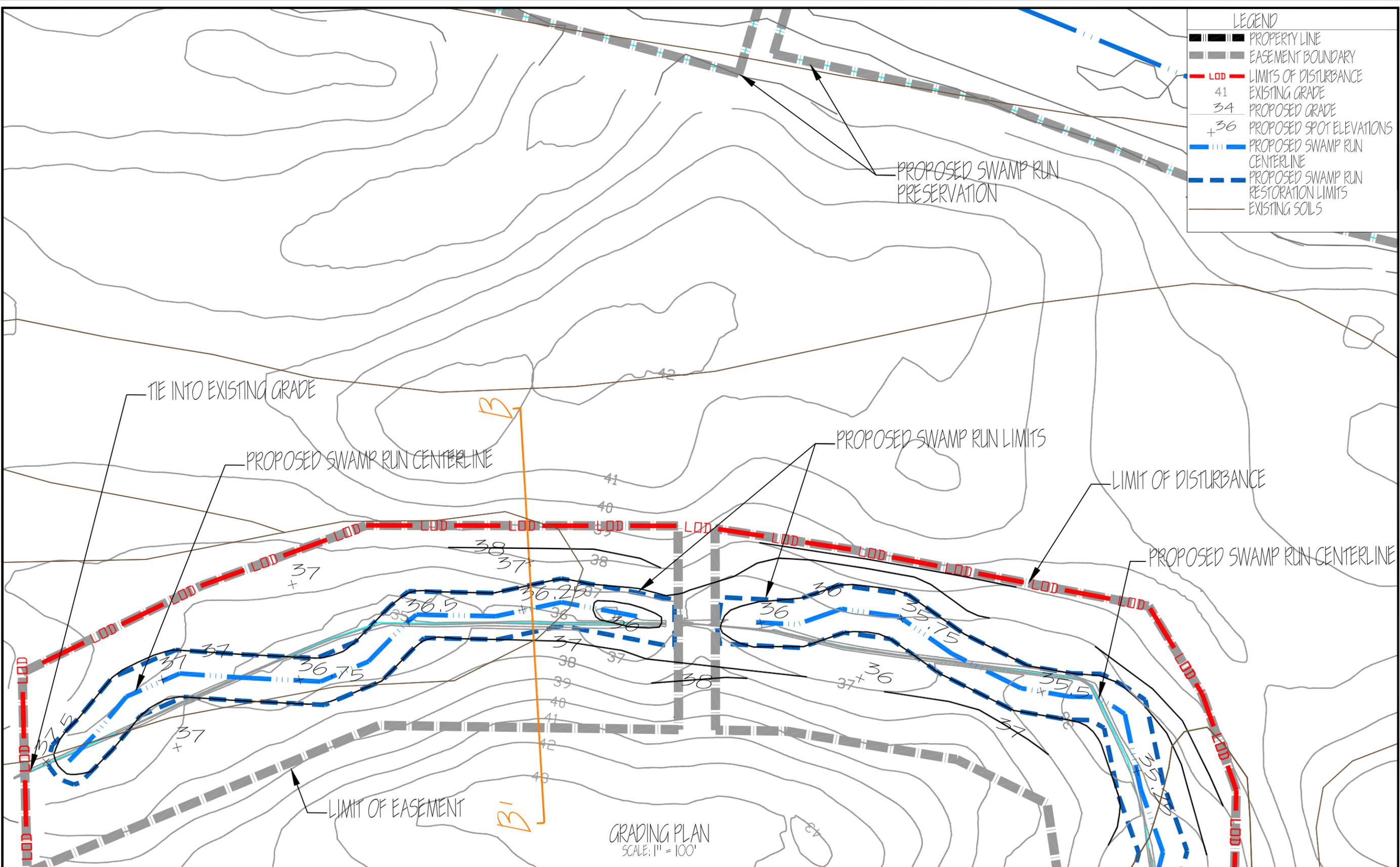
GOODMAN PROPERTY
STREAM MITIGATION UNITS: 4,966 SWU'S
LENOIR COUNTY, NORTH CAROLINA
EEP CONTRACT #: 000616



PREPARED BY:
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& WILDLIFE HABITAT CREATION
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SHEET G-1

LEGEND	
	PROPERTY LINE
	EASEMENT BOUNDARY
	LIMITS OF DISTURBANCE
	EXISTING GRADE
	PROPOSED GRADE
	PROPOSED SPOT ELEVATIONS
	PROPOSED SWAMP RUN CENTERLINE
	PROPOSED SWAMP RUN RESTORATION LIMITS
	EXISTING SOILS



GRADING PLAN
SCALE: 1" = 100'

SHEET 0-2

ALBEMARLE RESTORATIONS, LLC

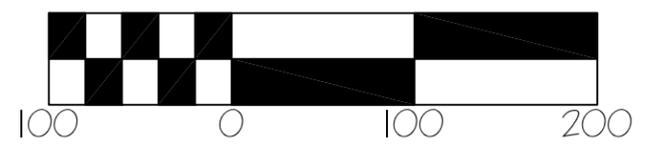
WETLAND RESTORATION,
STREAM RESTORATION
& WILDLIFE HABITAT CREATION

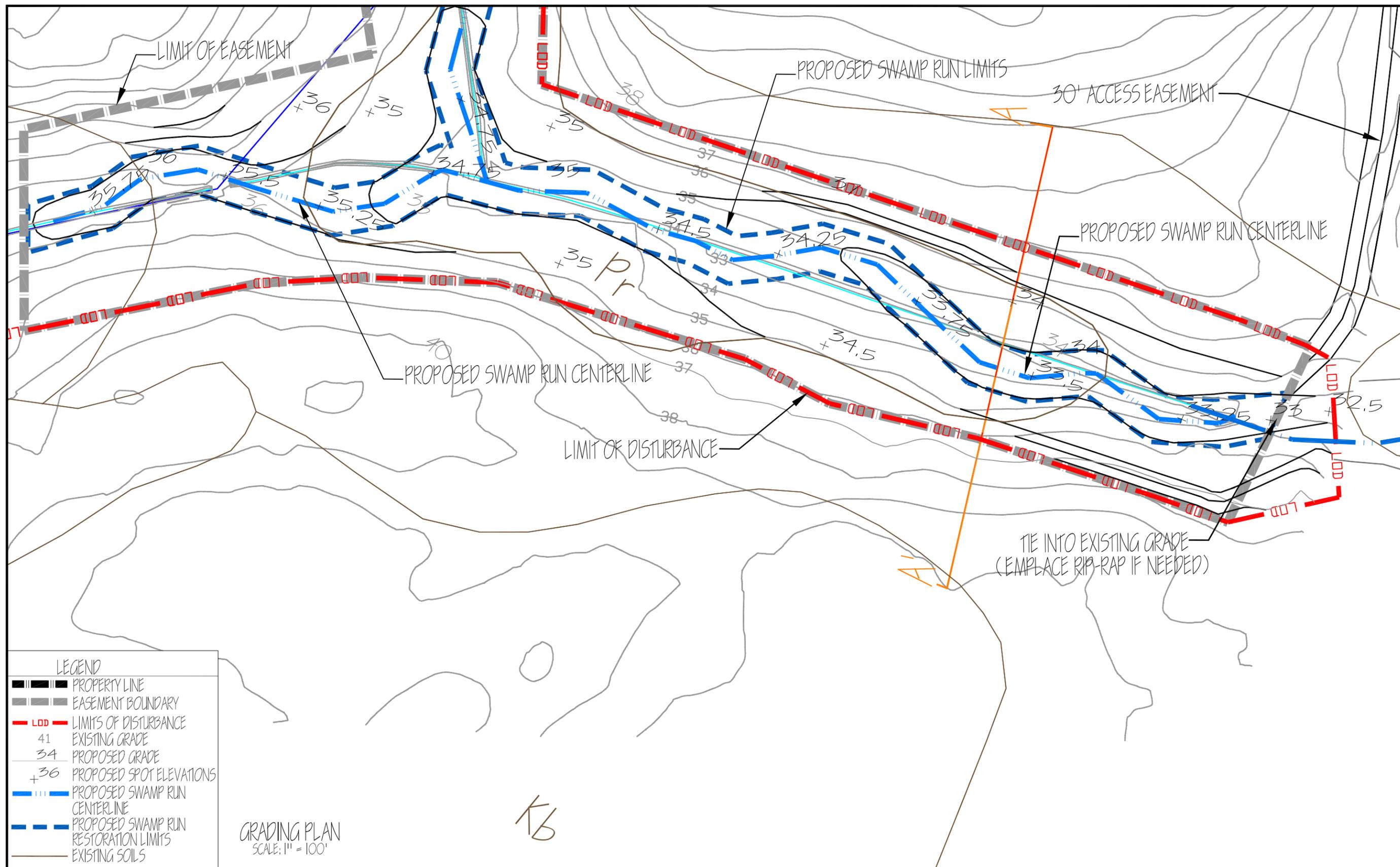
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GOODMAN PROPERTY
STREAM MITIGATION UNITS: 4,966 SMU'S
LENOIR COUNTY, NORTH CAROLINA
EEP CONTRACT #: 000616

GRADING PLAN SEPTEMBER 22, 2008		
REVISIONS	REVISION	DATE





LEGEND

	PROPERTY LINE
	EASEMENT BOUNDARY
	LIMITS OF DISTURBANCE
41	EXISTING GRADE
34	PROPOSED GRADE
+36	PROPOSED SPOT ELEVATIONS
	PROPOSED SWAMP RUN CENTERLINE
	PROPOSED SWAMP RUN RESTORATION LIMITS
	EXISTING SOILS

GRADING PLAN
SCALE: 1" = 100'

16

PREPARED BY:
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& WILDLIFE HABITAT CREATION
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(252) 333-0249 • FAX (252) 926-9983



GOODMAN PROPERTY
STREAM MITIGATION UNITS: 4,966 SMU'S
LENOIR COUNTY, NORTH CAROLINA
EEP CONTRACT #: 000616

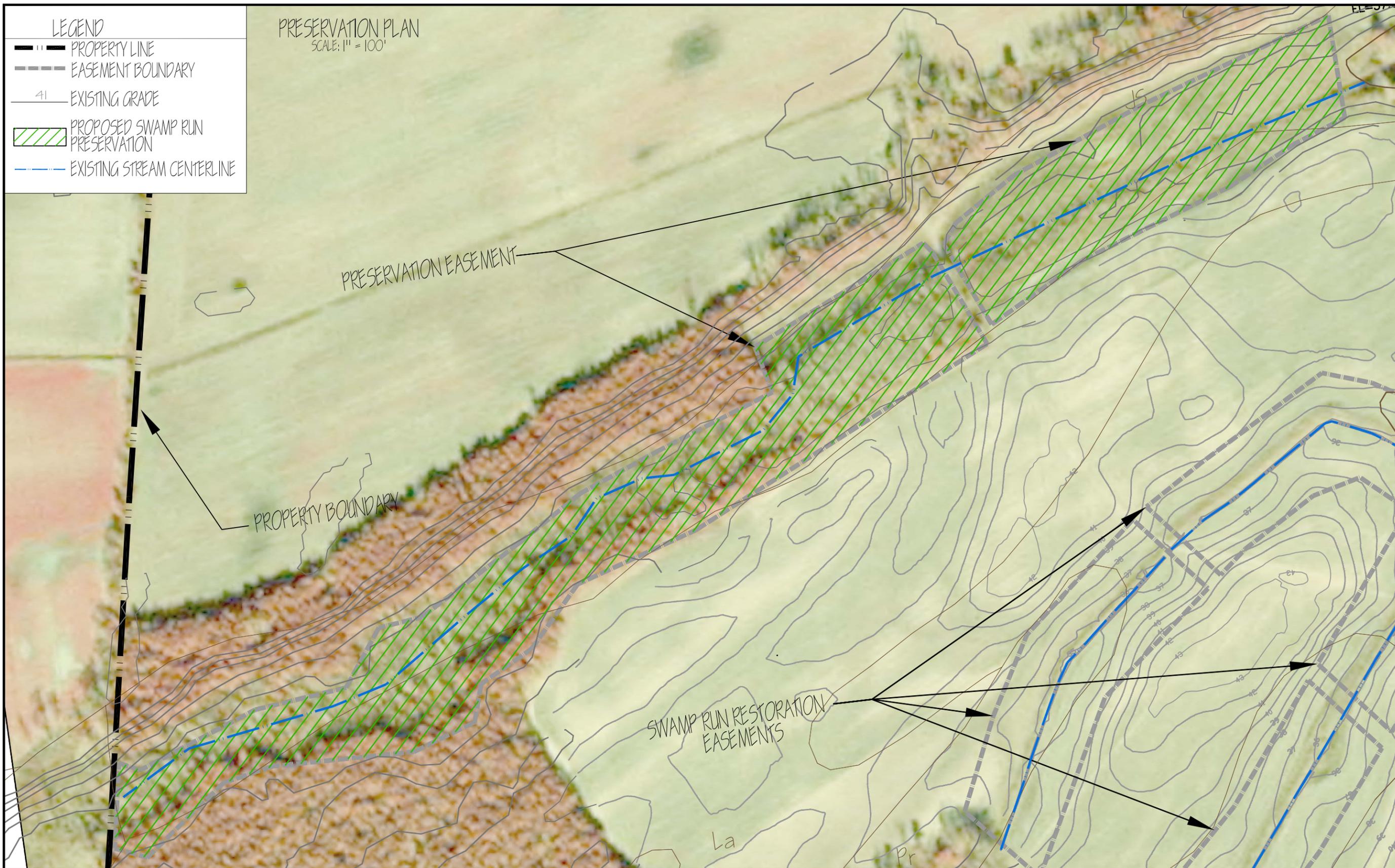
GRADING PLAN		DATE:
SEPTEMBER 22, 2008		BY:
DESIGNED:	REVISION:	DATE:
9/22/08	REMOVE LOD FROM EX. ACCESS ROAD	9/21/08



LEGEND

-  PROPERTY LINE
-  EASEMENT BOUNDARY
-  EXISTING GRADE
-  PROPOSED SWAMP RUN PRESERVATION
-  EXISTING STREAM CENTERLINE

PRESERVATION PLAN
SCALE: 1" = 100'



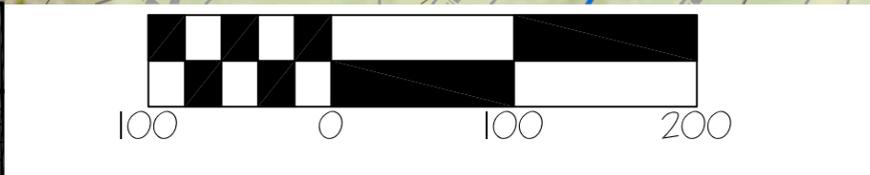
PREPARED BY:
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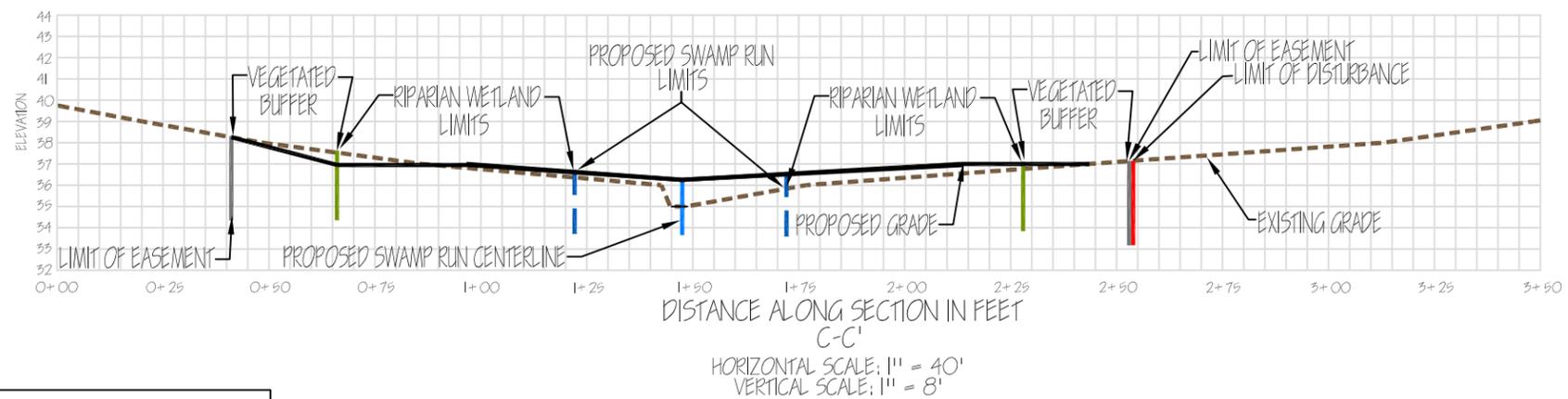
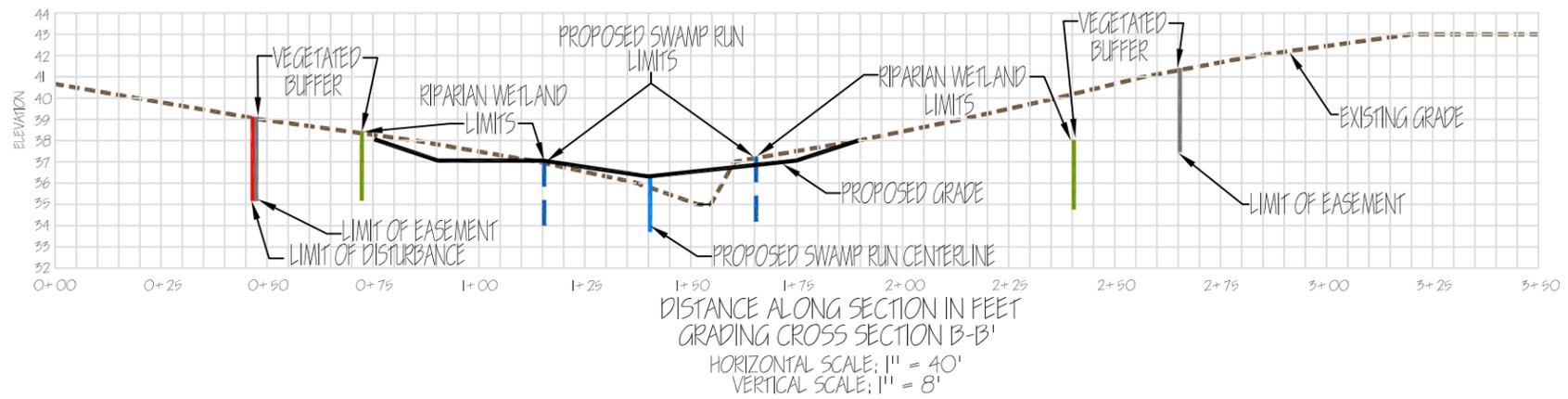
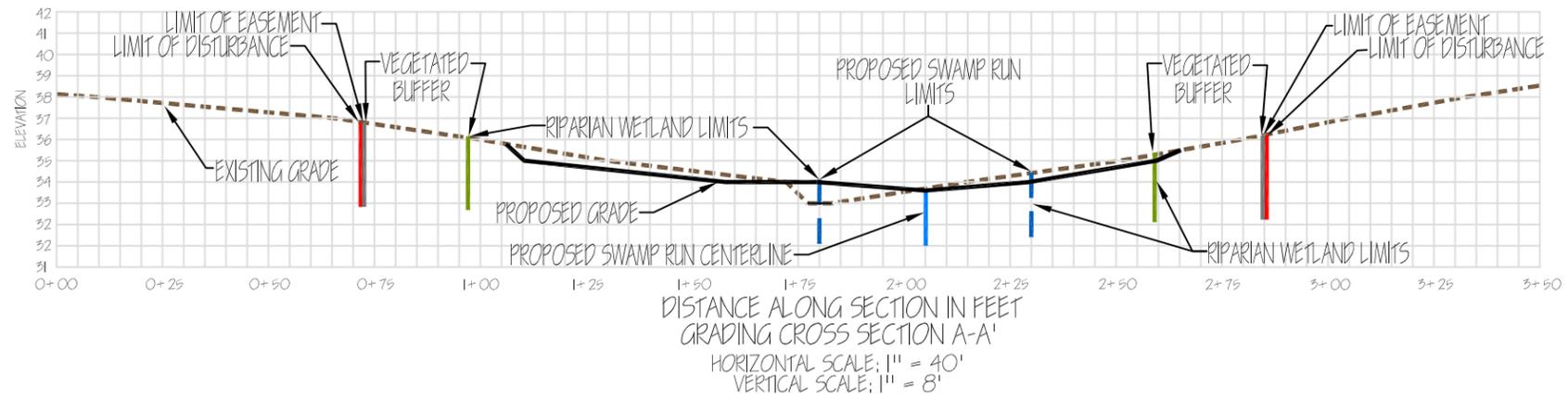
GOODMAN PROPERTY
STREAM MITIGATION UNITS: 4,966 SMU'S
LENOIR COUNTY, NORTH CAROLINA
EEP CONTRACT #: 000616

PRESERVATION PLAN
SEPTEMBER 22, 2008

REVISION	DATE	DESCRIPTION



SHEET PR-1



SITE INFORMATION (not for bidding purposes)

Total Linear Feet of Stream	4,325	Linear Feet
Area Disturbed	30.25	Acres
Area to be Roofed or Paved	0	Acres
Total Cut	5,170	Cu. Yds.
Total Fill	4,388	Cu. Yds.
Offsite Waste/Borrow		
Area Location	0	Cu. Yds.

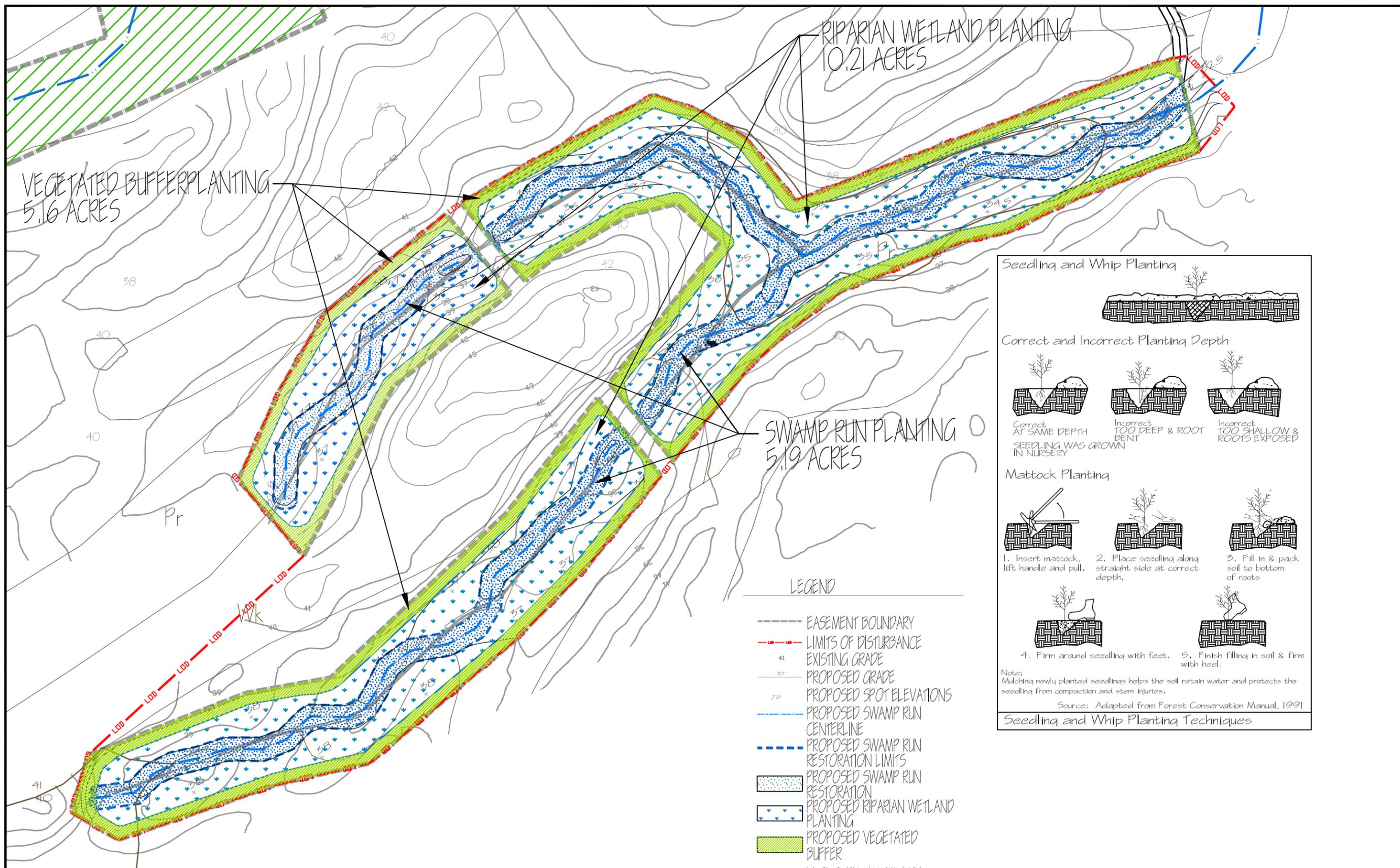
DETAILS AND SECTIONS
SEPTEMBER 22, 2008

GOODMAN PROPERTY
STREAM MITIGATION UNITS: 4,966 SWU'S
LENOIR COUNTY, NORTH CAROLINA
EFP CONTRACT #: 000616



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& WILDLIFE HABITAT CREATION
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Seedling and Whip Planting

Correct and Incorrect Planting Depth

Mattock Planting

Note: Mulching newly planted seedlings helps the soil retain water and protects the seedling from compaction and stem injuries.
Source: Adapted from Forest Conservation Manual, 1991

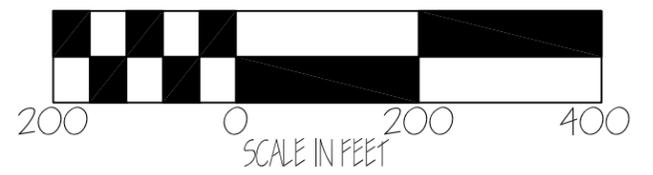
Seedling and Whip Planting Techniques

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GOODMAN PROPERTY
 STREAM MITIGATION UNITS: 4,966 SMU'S
 LENOIR COUNTY, NORTH CAROLINA
 EEP CONTRACT #: 000616

PLANTING PLAN		SEPTEMBER 22, 2008	
REVISION	DATE	REVISION	DATE



Key:  "SWAMP RUN" BOTTOMLAND HARDWOOD RIPARIAN COMMUNITY
PLANTING SCHEDULE - 5.19 Acres

	Quantity	Botanical Name	Common Name	Size	Condition	Spacing
Trees:	265	<i>Taxodium distichum</i>	Bald Cypress	2-5'	Bare Root	10' Random Spacing
	263	<i>Nyssa aquatica</i>	Water Tupelo	2-5'	Bare Root	10' Random Spacing
	263	<i>Nyssa biflora</i>	Swamp Black Gum	2-5'	Bare Root	10' Random Spacing
	263	<i>Quercus phellos</i>	Willow Oak	2-5'	Bare Root	10' Random Spacing
	263	<i>Quercus bicolor</i>	Swamp White Oak	2-5'	Bare Root	10' Random Spacing
	263	<i>Quercus nigra</i>	Water Oak	2-5'	Bare Root	10' Random Spacing
Total:	1,580					
Shrubs:	168	<i>Alnus serrulata</i>	Tag Alder	1/4" caliper	Bare Root	10' Random Spacing
	170	<i>Lyonia lucida</i>	Fetterbush	1/4" caliper	Bare Root	10' Random Spacing
	170	<i>Itea virginica</i>	Virginia Sweetspire	1/4" caliper	Bare Root	10' Random Spacing
	170	<i>Cephalanthus occidentalis</i>	Buttonbush	1/4" caliper	Bare Root	10' Random Spacing
Total:	678					

Key:  VEGETATED BUFFER PLANTING SCHEDULE - 5.16 Acres

	Quantity	Botanical Name	Common Name	Size	Condition	Spacing
Trees:	393	<i>Taxodium distichum</i>	Bald Cypress	2-5'	Bare Root	10' Random Spacing
	393	<i>Betula nigra</i>	River Birch	2-5'	Bare Root	10' Random Spacing
	393	<i>Fraxinus pensylvanicum</i>	Green Ash	2-5'	Bare Root	10' Random Spacing
	393	<i>Quercus phellos</i>	Willow Oak	2-5'	Bare Root	10' Random Spacing
Total:	1,572					
Shrubs:	225	<i>Alnus serrulata</i>	Tag Alder	1/4" caliper	Bare Root	10' Random Spacing
	224	<i>Itea virginica</i>	Virginia Sweetspire	1/4" caliper	Bare Root	10' Random Spacing
	224	<i>Lindera benzoin</i>	Spicebush	1/4" caliper	Bare Root	10' Random Spacing
Total:	673					

Key:  RIVERINE WETLAND PLANTING SCHEDULE - 10.21 Acres

	Quantity	Botanical Name	Common Name	Size	Condition	Spacing
Trees:	622	<i>Taxodium distichum</i>	Bald Cypress	2-5'	Bare Root	10' Random Spacing
	622	<i>Quercus michauxii</i>	Swamp Chestnut Oak	2-5'	Bare Root	10' Random Spacing
	622	<i>Nyssa biflora</i>	Swamp Black Gum	2-5'	Bare Root	10' Random Spacing
	622	<i>Quercus phellos</i>	Willow Oak	2-5'	Bare Root	10' Random Spacing
	622	<i>Quercus bicolor</i>	Swamp White Oak	2-5'	Bare Root	10' Random Spacing
Total:	3,110					
Shrubs:	222	<i>Myrica cerifera</i>	Wax Myrtle	1/4" caliper	Bare Root	10' Random Spacing
	222	<i>Magnolia virginiana</i>	Sweetbay	1/4" caliper	Bare Root	10' Random Spacing
	222	<i>Vaccinium Corymbosum</i>	Highbush Blueberry	1/4" caliper	Bare Root	10' Random Spacing
	222	<i>Itea virginica</i>	Virginia Sweetspire	1/4" caliper	Bare Root	10' Random Spacing
	222	<i>Cephalanthus occidentalis</i>	Buttonbush	1/4" caliper	Bare Root	10' Random Spacing
	222	<i>Clethra alnifolia</i>	Sweet Pepperbush	1/4" caliper	Bare Root	10' Random Spacing
Total:	1,332					

PERMANENT WETLAND SEED MIX: 20.56 ACRES

Botanical Name	Common Name	Min. % Purity	Min. % Germ.	% of Mix by weight	Seeding Rate (lbs/ac)
<i>Lolium multiflorum</i>	Annual Ryegrass	90	85	48	4.80
<i>Agrostis alba</i>	Redtop	90	85	7.5	0.75
<i>Panicum virgatum</i>	Switch Grass	90	85	7.5	0.75
<i>Agrostis stolonifera</i>	Creeping Bentgrass	90	85	7.5	0.75
<i>Elymus virginiana</i>	Wild Rye Grass	90	85	7.5	0.75
<i>Peltandra virginica</i>	Arrow Arum	90	85	3	0.30
<i>Setaria geniculata</i>	Foxtail Grass	90	85	3	0.30
<i>Tripsacum dactyloides</i>	Eastern Gamma Grass	90	85	2	0.20
<i>Echinochloa muricata</i>	Barnyard Grass	90	85	2	0.20
<i>Zizania aquatica</i>	Wild Rice	90	85	2	0.20
<i>Carex vulpinoidea</i>	Fox Sedge	90	85	2	0.20
<i>Polygonum pensylvanicum</i>	Penn. Smartweed	90	85	2	0.20
<i>Sparganium americanum</i>	Eastern Bur Reed	90	85	2	0.20
<i>Scirpus americana</i>	3-Square Bulrush	90	85	0.5	0.05
<i>Scirpus validus</i>	Soft Stem Bulrush	90	85	0.5	0.05
<i>Pontederia cordata</i>	Pickernel Weed	90	85	0.5	0.05
<i>Eleocharis obtusa</i>	Blunt Spike Rush	90	85	0.5	0.05
<i>Carex lurida</i>	Lurid (Shallow) Sedge	90	85	0.5	0.05
<i>Juncus effusus</i>	Soft Rush	90	85	0.5	0.05
<i>Scirpus cyperinus</i>	Wool Grass	90	85	0.5	0.05
<i>Leersia oryzoides</i>	Rice Cutgrass	90	85	0.5	0.05
				Total 100%	10 lbs/ac

PREPARED BY:
ALBEMARLE RESTORATIONS, LLC
WETLAND RESTORATION,
STREAM RESTORATION,
& WILDLIFE HABITAT CREATION
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(252) 333-0249 • FAX (252) 926-9983



GOODMAN PROPERTY
STREAM MITIGATION UNITS: 4,966 SMU'S
LENOIR COUNTY, NORTH CAROLINA
EEP CONTRACT #: 000616

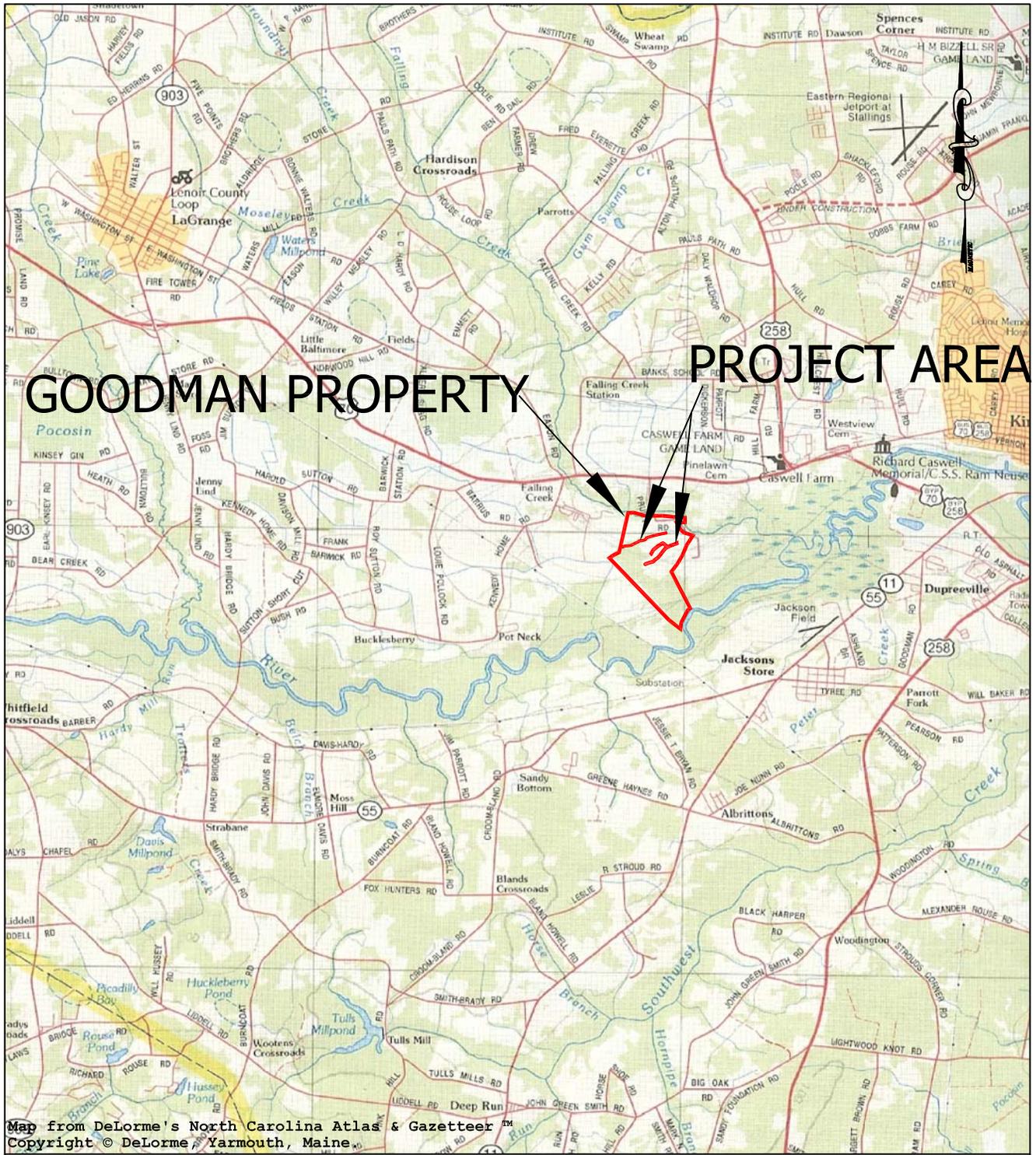
PLANTING DETAILS
SEPTEMBER 22, 2008

DATE	REVISION	INITIALS

SHEET P-2

APPENDIX A

-Figures-



Map from DeLorme's North Carolina Atlas & Gazetteer
 Copyright © DeLorme Yarmouth, Maine

FIGURE 1

SCALE



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 STREAM RESTORATION,
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VICINITY MAP

Scale: 1" = 10,000' 8/2008 Drawn By: SFM

GOODMAN FARM
 STREAM RESTORATION (4,325 SMU's)
 STREAM PRESERVATION (641 SMU's)
 LENOIR COUNTY, NORTH CAROLINA
 CONTRACT # 000616

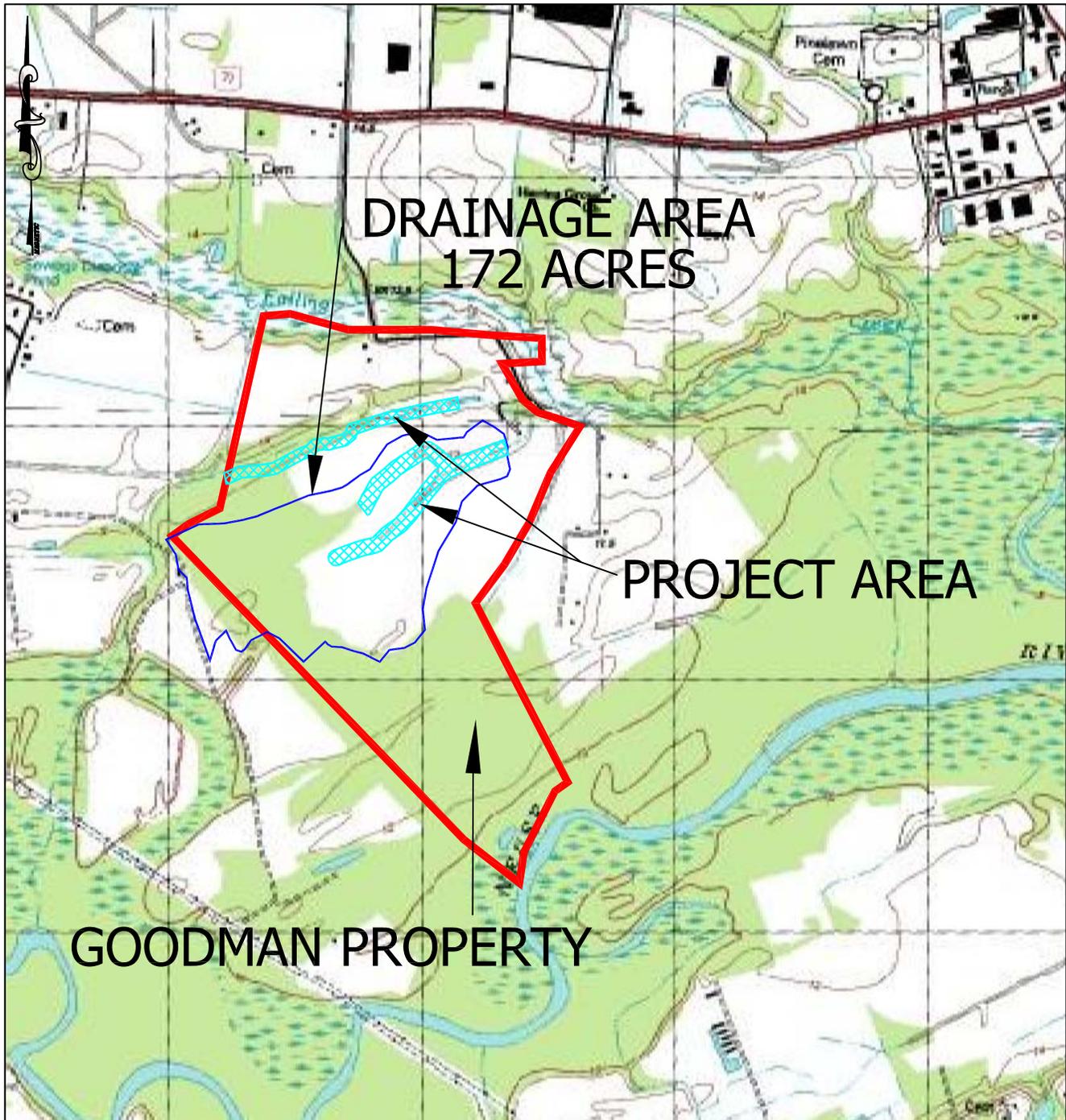


FIGURE 2
PROJECT AREA IN RELATION TO EXISTING
FEATURES AND DRAINAGE AREA

LEGEND

-  PROPERTY BOUNDARY
-  DRAINAGE AREA (172 ACRES)
-  RESTORATION/PRESRVATION AREAS

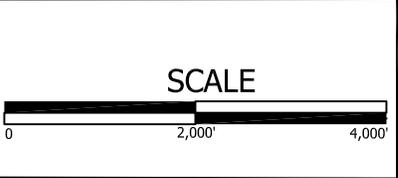
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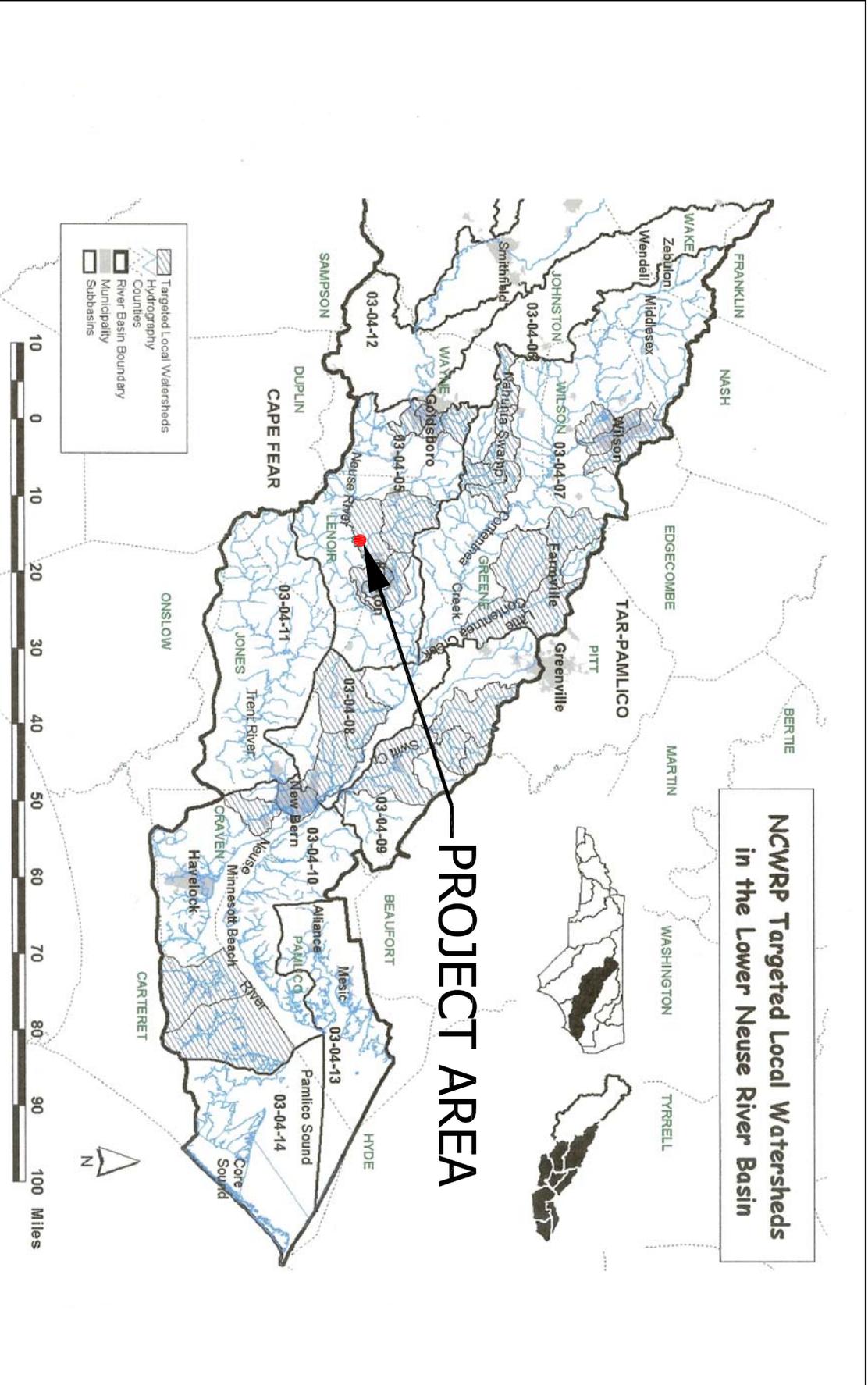
8/2008

Drawn By: SFM

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 & WILDLIFE HABITAT CREATION
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GOODMAN FARM
 STREAM RESTORATION (4,325 SMU's)
 STREAM PRESERVATION (641 SMU's)
 LENOIR COUNTY, NORTH CAROLINA
 CONTRACT # 000616





PREPARED BY:

ALBERMARLE RESTORATIONS, LLC

WETLAND RESTORATION,
STREAM RESTORATION,
& WILDLIFE HABITAT CREATION

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**FIGURE 3
WATERSHED MAP**

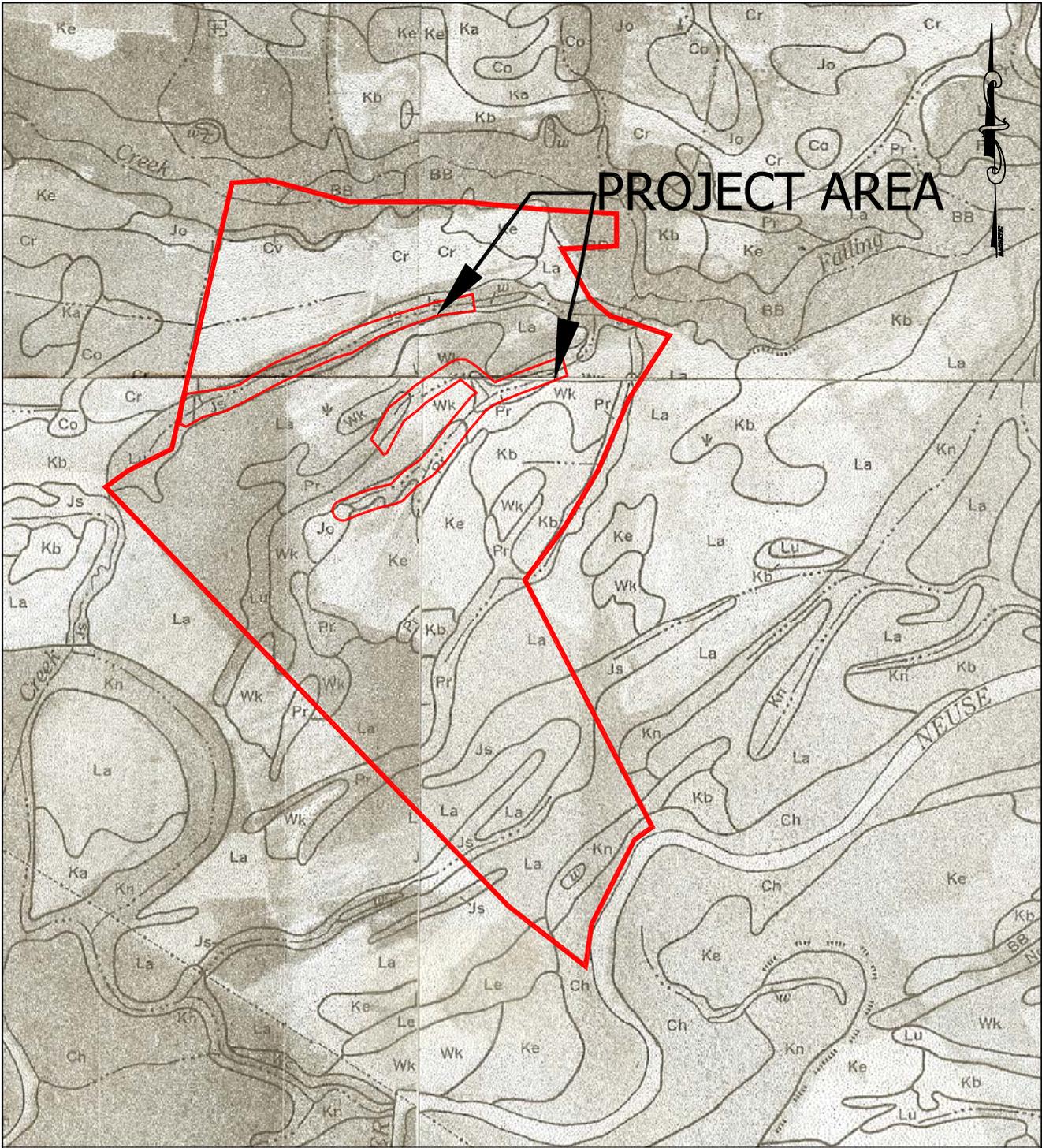
PROJECT AREA IN RELATION TO SUBBASIN

GOODMAN FARM
STREAM RESTORATION (4.325 SMU'S)
STREAM PRESERVATION (641SMU'S)
LENOIR COUNTY, NORTH CAROLINA
CONTRACT # 000616

SCALE AS SHOWN

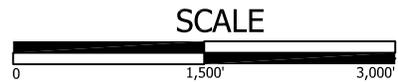
8/2008

Drawn By: LMS



USDA
 SOIL CONSERVATION SERVICE
 LENOIR COUNTY
 JANUARY 1978

FIGURE 4



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 STREAM RESTORATION,
 & WILDLIFE HABITAT CREATION
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SOILS MAP

GOODMAN FARM
 STREAM RESTORATION (4,325 SMU's)
 STREAM PRESERVATION (641 SMU's)
 LENOIR COUNTY, NORTH CAROLINA
 CONTRACT # 000616

Scale: 1" = 1,500' | 8/2008 | Drawn By: SFM

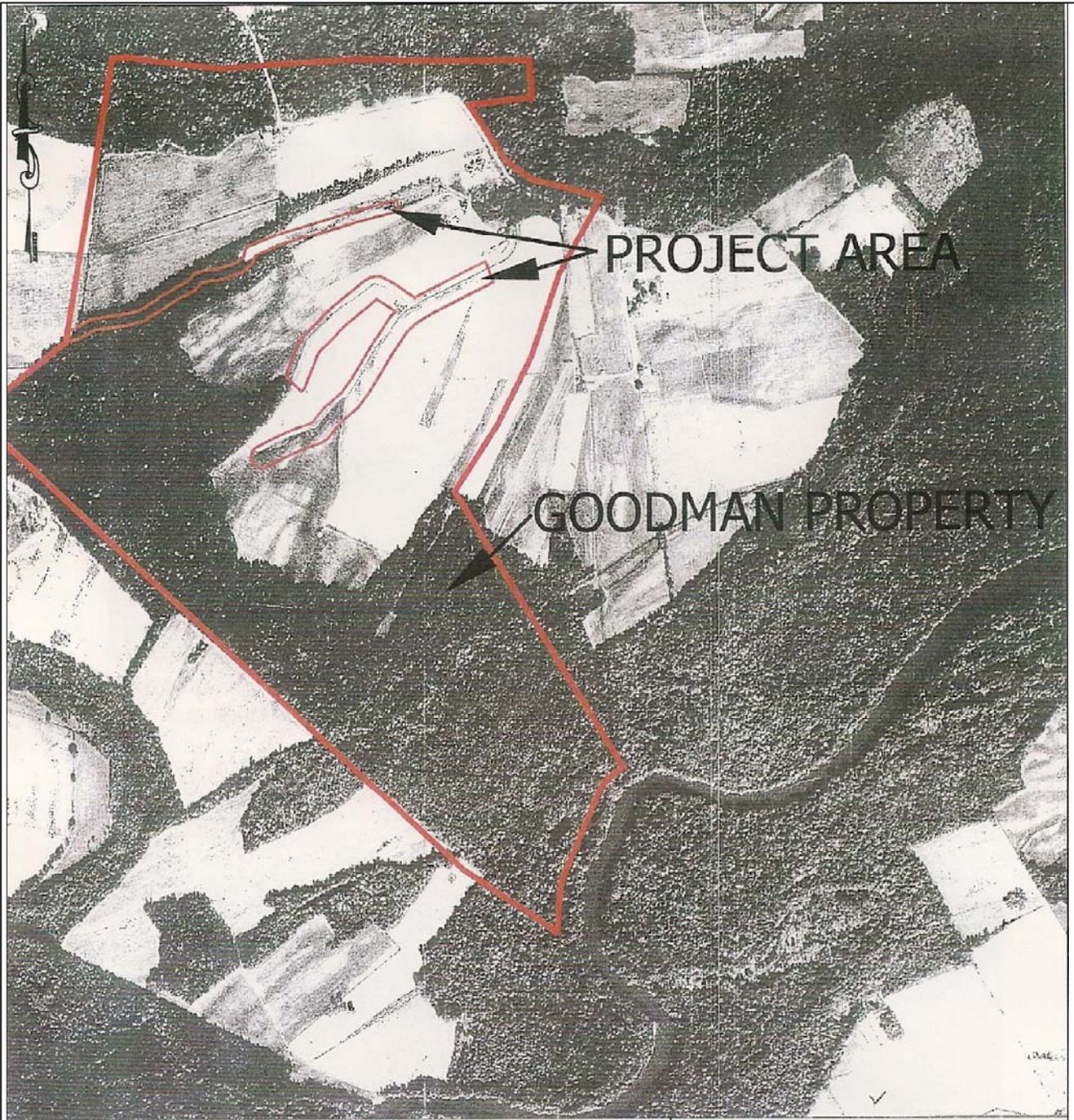


FIGURE 5

PREPARED BY:	HISTORIC AERIAL 1980		GOODMAN FARM STREAM RESTORATION (4,325 SMU's) STREAM PRESERVATION (641 SMU's) LENOIR COUNTY, NORTH CAROLINA CONTRACT # 000616	
ALBERMARLE RESTORATIONS, LLC WETLAND RESTORATION, STREAM RESTORATION, & WILDLIFE HABITAT CREATION				
6386 PINEY WOODS ROAD • FAIRFIELD, NC 27826 (252) 333-0249 • FAX (252) 926-9983				

APPENDIX B

-Supporting Documents-

**Recorded Easement
Categorical Exclusion
Farmland Conversion Impact Rating
Historic Preservation
Threatened/Endangered Species**



Doc ID: 000662020011 Type: CRP
Recorded: 07/30/2008 at 02:00:39 PM
Fee Amt: \$44.00 Page 1 of 11
Lenoir County, NC
Margaret Seymour Register of Deeds

BK 1551 PG 643-653

STATE OF NORTH CAROLINA

Return: W4A

**CONSERVATION EASEMENT
PROVIDED PURSUANT TO
FULL DELIVERY
MITIGATION CONTRACT**

LENOIR COUNTY

SPO File Number 54-P

Prepared by: Office of the Attorney General
Property Control Section

Return to: Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS CONSERVATION EASEMENT DEED, made this 16th day of July, 2008, by Robert M. Goodman and wife, Mary S. Goodman ("Grantor"), whose mailing address is 1505 Surry Street, Kinston, NC 28504 to the State of North Carolina, ("Grantee"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between Albemarle Restorations, LLC, whose mailing address is P.O. Box 204, Gatesville, NC 27938, and the North Carolina Department of Environment and Natural Resources, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number 000616.

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

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

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

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources, which has been delegated the authority authorized by the Governor and Council of the State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Falling Creek Township, Lenoir County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 286.0 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 706 at Page 473** of the Lenoir County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of *Falling Creek, a tributary of the Neuse River.*

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a described area of the Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tract of land as identified as the Goodman Project as shown on a plat of survey entitled "Conservation Easement Survey for the State of North Carolina, Ecosystem Enhancement Program Goodman Project" dated May 5, 2008, certified by Curt T. Lane, and **recorded in Plat Cabinet 11 , Pages 221-222**, Lenoir County Registry. The Goodman Project being more particularly described as follows:

Area of Restoration Tract 1

Commencing at a point, said point being an iron pipe found in the southeastern corner of the Robert M. Goodman property, located in Falling Creek Township, as recorded in Deed Book 706 Page 473, Lenoir County Registry. Said iron pipe also being the southwestern corner of the

Rodney R. Goodman, Jr. property as recorded in Deed Book 706 Page 474 and along a common property line of the Baptist Children's Homes of North Carolina, Inc. property as recorded in Deed Book 740 Page 163. Thence from said iron, along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., a bearing and distance of N 10°48'57" E 2230.80 feet to an iron pipe set. Thence a bearing and distance of N 03°20'57" E 400.00 feet to an iron pipe set. Thence a bearing and distance of N 14°00'57" E 233.70 feet to an iron pipe set. Thence a bearing and distance of N 14°00'57" E 144.30 feet to an iron pipe set. Thence a bearing and distance of N 38°30'57" E 716.51 feet to an iron pipe set. Thence a bearing and distance of N 01°15'57" E 176.45 feet to an iron pipe set. Thence a bearing and distance of N 01°15'57" E 71.09 feet to an iron pipe set and the **POINT OF BEGINNING**. Thence leaving the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., the following bearings and distances: N 47°56'03" W 81.70 feet to an iron pipe set, S 76°36'59" W 108.68 feet to an iron pipe set, S 60°02'05" W 186.68 feet to an iron pipe set, S 51°24'33" W 76.63 feet to an iron pipe set, N 39°32'11" W 217.35 feet to an iron pipe set, N 59°16'29" E 150.67 feet to an iron pipe set, N 61°22'37" E 325.52 feet to an iron pipe set, S 70°48'39" E 110.74 feet to an iron pipe set, S 58°57'46" E 13.94 feet to an iron pipe set along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr. Thence along said line a bearing and distance of S 01°15'57" W 245.55 feet to an iron pipe set and the **POINT OF BEGINNING** and containing 2.501 acres (108932 square feet) according to a map by True Line Surveying entitled "Conservation Easement Survey for The State of North Carolina Ecosystem Enhancement Program Goodman Project", dated May 5, 2008

Area of Restoration Tract 3

Commencing at a point, said point being an iron pipe found in the southeastern corner of the Robert M. Goodman property, located in Falling Creek Township, as recorded in Deed Book 706 Page 473, Lenoir County Registry. Said iron pipe also being the southwestern corner of the Rodney R. Goodman, Jr. property as recorded in Deed Book 706 Page 474 and along a common property line of the Baptist Children's Homes of North Carolina, Inc. property as recorded in Deed Book 740 Page 163. Thence from said iron, along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., a bearing and distance of N 10°48'57" E 2230.80 feet to an iron pipe set. Thence a bearing and distance of N 03°20'57" E 400.00 feet to an iron pipe set. Thence a bearing and distance of N 14°00'57" E 233.70 feet to an iron pipe set. Thence a bearing and distance of N 14°00'57" E 144.30 feet to an iron pipe set. Thence a bearing and distance of N 38°30'57" E 462.56 feet to an iron pipe set. Thence a bearing and distance of N 38°30'57" E 40.89 feet to an iron pipe set and the **POINT OF BEGINNING**. Thence leaving the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., a bearing and distance N 39°32'11" W 108.53 feet to an iron pipe found. Thence a bearing and distance of N 38°24'25" E 331.05 feet to an iron pipe set along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr. Thence along said property line a bearing and distance of S 01°15'57" W 176.45 feet to an iron pipe set. Thence a bearing and distance S 38°30'57" W 213.06 feet to an iron pipe set and the **POINT OF BEGINNING** and containing 0.664 acres (28945 square feet) according to a map by True Line Surveying entitled "Conservation Easement Survey for The State of North Carolina Ecosystem Enhancement Program Goodman Project", dated May 5, 2008

Area of Restoration Tract 5

Commencing at a point, said point being an iron pipe found in the southeastern corner of the Robert M. Goodman property, located in Falling Creek Township, as recorded in Deed Book 706 Page 473, Lenoir County Registry. Said iron pipe also being the southwestern corner of the Rodney R. Goodman, Jr. property as recorded in Deed Book 706 Page 474 and along a common property line of the Baptist Children's Homes of North Carolina, Inc. property as recorded in Deed Book 740 Page 163. Thence from said point a bearing and distance of N 27°51'47" W 3815.78 feet, as a reference and tie line only, to an iron pipe set. Thence from said point a bearing and distance of S 85°13'13" E 1768.11 feet, as a reference and tie line only, to an iron pipe set and the **POINT OF BEGINNING**. Thence the following bearings and distances: N 24°45'32" E 214.76 feet to an iron pipe set, N 30°30'09" E 189.73 feet to an iron pipe set, N 50°40'23" E 337.52 feet to an iron pipe set, S 39°32'11" E 219.87 feet to an iron pipe set, S 51°24'33" W 323.90 feet to an iron pipe set, S 27°57'18" W 411.86 feet to an iron pipe set, N 40°52'01" W 215.56 feet to an iron pipe set and the **POINT OF BEGINNING** and containing 3.596 acres (156628 square feet) according to a map by True Line Surveying entitled "Conservation Easement Survey for The State of North Carolina Ecosystem Enhancement Program Goodman Project", dated May 5, 2008

Area of Restoration Tract 6

Commencing at a point, said point being an iron pipe found in the southeastern corner of the Robert M. Goodman property, located in Falling Creek Township, as recorded in Deed Book 706 Page 473, Lenoir County Registry. Said iron pipe also being the southwestern corner of the Rodney R. Goodman, Jr. property as recorded in Deed Book 706 Page 474 and along a common property line of the Baptist Children's Homes of North Carolina, Inc. property as recorded in Deed Book 740 Page 163. Thence from said iron, along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., a bearing and distance of N 10°48'57" E 2230.80 feet to an iron pipe set. Thence a bearing and distance of N 03°20'57" E 400.00 feet to an iron pipe set. Thence a bearing and distance of N 14°00'57" E 233.70 feet to an iron pipe set and the **POINT OF BEGINNING**. Thence leaving the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., the following bearings and distances: S 49°52'42" W 309.61 feet to an iron pipe set, S 76°58'54" W 205.88 feet to an iron pipe set, S 70°48'15" W 360.91 feet to an iron pipe set, N 59°29'39" W 119.27 feet to an iron pipe set, N 17°24'25" E 128.19 feet to an iron pipe set, N 68°36'17" E 364.65 feet to an iron pipe set, N 79°51'25" E 184.72 feet to an iron pipe set, N 46°56'54" E 518.00 feet to an iron pipe set, N 38°24'25" E 316.59 feet to an iron pipe set, S 39°32'11" E 108.45 feet to an iron pipe set along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr. Thence a bearing and distance of S 38°30'57" W 462.35 feet to an iron pipe set. Thence S 14°00'57" W 144.30 feet to an iron pipe set and the **POINT OF BEGINNING** and containing 5.661 acres (246586 square feet) according to a map by True Line Surveying entitled "Conservation Easement Survey for The State of North Carolina Ecosystem Enhancement Program Goodman Project", dated May 5, 2008

Area of Preservation Tract 1

Commencing at a point, said point being an iron pipe found in the southeastern corner of the Robert M. Goodman property, located in Falling Creek Township, as recorded in Deed Book 706 Page 473, Lenoir County Registry. Said iron pipe also being the southwestern corner of the

Rodney R. Goodman, Jr. property as recorded in Deed Book 706 Page 474 and along a common property line of the Baptist Children's Homes of North Carolina, Inc. property as recorded in Deed Book 740 Page 163. Thence from said iron, along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., a bearing and distance of N 10°48'57" E 2230.80 feet to an iron pipe set. Thence a bearing and distance of N 03°20'57" E 400.00 feet to an iron pipe set. Thence a bearing and distance of N 14°00'57" E 233.70 feet to an iron pipe set. Thence a bearing and distance of N 14°00'57" E 144.30 feet to an iron pipe set. Thence a bearing and distance of N 38°30'57" E 716.50 feet to an iron pipe set. Thence a bearing and distance of N 01°15'57" E 176.45 feet to an iron pipe set. Thence a bearing and distance of N 01°15'57" E 71.09 feet to an iron pipe set. Thence a bearing and distance of N 01°15'57" E 245.55 feet to an iron pipe set. Thence leaving the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., a bearing and distance of N 03°53'45" E 581.63 feet to an iron pipe set and the **POINT OF BEGINNING**. Thence the following bearings and distances: S 70°27'58" W 122.24 feet to an iron pipe set, 64°29'02" W 166.08 feet to an iron pipe set, S 71°28'26" W 358.10 feet to an iron pipe set, S 62°51'31" W 238.77 feet to an iron pipe set, N 22°58'05" W 201.05 feet to an iron pipe set, N 37°24'53" E 53.51 feet to an iron pipe set, N 58°45'42" E 161.26 feet to an iron pipe set, N 69°12'55" E 309.78 feet to an iron pipe set, N 72°23'28" E 452.00 feet to an iron pipe set, S 01°12'48" E 222.84 feet to an iron pipe set and the **POINT OF BEGINNING** and containing 4.885 acres (212807 square feet) according to a map by True Line Surveying entitled "Conservation Easement Survey for The State of North Carolina Ecosystem Enhancement Program Goodman Project", dated May 5, 2008.

Area of Preservation Tract 2

Commencing at a point, said point being an iron pipe found in the southeastern corner of the Robert M. Goodman property, located in Falling Creek Township, as recorded in Deed Book 706 Page 473, Lenoir County Registry. Said iron pipe also being the southwestern corner of the Rodney R. Goodman, Jr. property as recorded in Deed Book 706 Page 474 and along a common property line of the Baptist Children's Homes of North Carolina, Inc. property as recorded in Deed Book 740 Page 163. Thence from said point a bearing and distance of N 27°51'47" W 3815.78 feet to an iron pipe set and the **POINT OF BEGINNING**. Thence the following bearings and distances: N 66°16'23" W 72.72 feet to an iron pipe set, N 10°44'32" E 183.95 feet to an iron pipe set, S 63°47'05" E 48.64 feet to an iron pipe set, N 70°17'58" E 280.39 feet to an iron pipe set, N 84°21'04" E 202.15 feet to an iron pipe set, N 36°41'53" E 146.61 feet to an iron pipe set, N83°51'09" E 95.93 feet to an iron pipe set, N 60°47'42" E 265.43 feet to an iron pipe set, N 59°04'59" E 169.37 feet to an iron pipe set, N 69°26'26" E 191.86 feet to an iron pipe set, N 70°51'35" E 276.08 to an iron pipe set, N 13°33'34" W 104.47 feet to an iron pipe set, N 66°22'37" E 427.33 feet to an iron pipe set, S 37°28'55" E 26.11 feet to an iron pipe set, S 22°58'05" E 231.89 feet to an iron pipe set, S 65°28'16" W 746.12 feet to an iron pipe set, S 73°24'50" W 280.83 feet to an iron pipe set, S 43°33'25" W 171.43 feet to an iron pipe set, S 63°08'56" W 132.37 feet to an iron pipe set, S 17°44'28" W 83.57 feet to an iron pipe set, S 72°08'02" W 146.26 feet to an iron pipe set, N 87°46'53" W 305.81 feet to an iron pipe set, S 79°12'32" W 112.83 feet to an iron pipe set, S 53°41'00" W 229.73 feet to an iron pipe set and the **POINT OF BEGINNING** and containing 9.467 acres (412403 square feet) according to a map by True Line Surveying entitled "Conservation Easement Survey for The State of North Carolina Ecosystem Enhancement Program Goodman Project", dated May 5, 2008.

Together with a nonexclusive permanent and perpetual easement 30 feet in width for ingress, egress and regress to and from Pruitt Road, to and from the above referenced tracts, over, upon and across the land of Robert M. Goodman described in Deed Book 706, Page 473, in the office of the Register of Deeds of Lenoir County, at such reasonable location suitable to the Grantor, his heirs, successors and assigns.

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

I. DURATION OF EASEMENT

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

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

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

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

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

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

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

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

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Area. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

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

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

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

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

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

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

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

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

III. GRANTEE RESERVED USES

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

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, 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.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee

provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

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

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

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

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

V. MISCELLANEOUS

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

B. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other address(es) as either party establishes in writing upon notification to the other.

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

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

E. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

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

VI. QUIET ENJOYMENT

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

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

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

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

Robert M. Goodman (SEAL)
Robert M. Goodman

Mary S. Goodman (SEAL)
Mary S. Goodman

NORTH CAROLINA

COUNTY OF Lenoir

I, L. Ashley Davenport, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert M. Goodman and wife, Mary S. Goodman, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 16th day of July, 2008.

L. Ashley Davenport
Notary Public

My commission expires:
6/25/2013

JSB\jar #22
099212-00001





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Fee Amt: \$38.00 Page 1 of 9
Lenoir County, NC
Margaret Seymour Register of Deeds

BK 1551 PG 654-662

STATE OF NORTH CAROLINA

Return: W&A

CONSERVATION EASEMENT
PROVIDED PURSUANT TO
FULL DELIVERY
MITIGATION CONTRACT

LENOIR COUNTY

SPO File Number 54-W

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

THIS CONSERVATION EASEMENT DEED, made this 16th day of July, 2008, by Rodney R. Goodman, Jr. and wife, Cathy Goodman (hereinafter referred to in the masculine singular as "**Grantor**"), whose mailing address is 1505 Surry Street, Kinston, NC 28504 to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between Albemarle Restorations, LLC, whose mailing address is P.O. Box 204, Gatesville, NC 27938, and the North Carolina Department of Environment and Natural Resources, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number 000616.

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

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

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

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources, which has been delegated the authority authorized by the Governor and Council of the State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Falling Creek Township, Lenoir County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 269.6 acres and being conveyed to the Grantor by deed as recorded in **Deed Book 706 at Page 474** of the Lenoir County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of *Falling Creek, a tributary of the Neuse River.*

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a described area of the Property, referred to hereafter as the "**Easement Area**", for the benefit of the people of North Carolina, and being all of the tract of land as identified as the Goodman Project as shown on a plat of survey entitled "Conservation Easement Survey for the State of North Carolina, Ecosystem Enhancement Program Goodman Project" dated May 5, 2008, certified by Curt T. Lane, and **recorded in Plat Cabinet 11, Page 221-222**, Lenoir County Registry. The Goodman Project being more particularly described as follows:

Area of Restoration Tract 2

Commencing at a point, said point being an iron pipe found in the southeastern corner of the Robert M. Goodman property, located in Falling Creek Township, as recorded in Deed Book 706 Page 473, Lenoir County Registry. Said iron pipe also being the southwestern corner of the Rodney R. Goodman, Jr. property as recorded in Deed Book 706 Page 474 and along a common

property line of the Baptist Children's Homes of North Carolina, Inc. property as recorded in Deed Book 740 Page 163. Thence from said iron, along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., a bearing and distance of N 10°48'57" E 2230.80 feet to an iron pipe set. Thence a bearing and distance of N 03°20'57" E 400.00 feet to an iron pipe set. Thence a bearing and distance of N 14°00'57" E 233.70 feet to an iron pipe set. Thence a bearing and distance of N 14°00'57" E 144.30 feet to an iron pipe set. Thence a bearing and distance of N 38°30'57" E 462.56 feet to an iron pipe set. Thence a bearing and distance of N 38°30'57" E 40.89 feet to an iron pipe set and the **POINT OF BEGINNING**. Thence a bearing and distance of N 38°30'57" E 213.06 feet to an iron pipe set. Thence a bearing and distance of N 01°15'57" E 176.45 feet to an iron pipe set. Thence leaving the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., a bearing and distance N 38°24'25" E 53.92 feet to an iron pipe set. Thence a bearing and distance of N 47°56'03" W 43.01 feet to an iron pipe set along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr. Thence along said property line a bearing and distance of N 01°15'57" E 245.55 feet to an iron pipe set. Thence leaving the common property line of Robert M. Goodman and Rodney R. Goodman, Jr. the following bearings and distances: S 58°57'46" E 96.45 feet to an iron pipe set, S 38°12'25" E 170.77 feet to an iron pipe set, N 69°12'23" E 794.38 feet to an iron pipe set, N 71° 34'06" E 81.06 feet to an iron pipe set, S 14°13'22" E 208.59 feet to an iron pipe set, S 69°55'45" W 81.35 feet to an iron pipe set, S 68°45'42" W 204.74 feet to an iron pipe set, S 63°47'08" W 162.29 feet to an iron pipe set, S 78°08'31" W 103.23 feet to an iron pipe set, S 67°45'40" W 279.28 feet to an iron pipe set, S 52°47'15" W 145.41 feet to an iron pipe set, S 47°23'29" W 113.21 feet to an iron pipe set, S 39°08'53" W 257.04 feet to an iron pipe set, N 39°32'11" W 108.15 feet to an iron pipe set along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr. and the **POINT OF BEGINNING** and containing 6.974 acres (303795 square feet) according to a map by True Line Surveying entitled "Conservation Easement Survey for The State of North Carolina Ecosystem Enhancement Program Goodman Project", dated May 5, 2008.

Together with a non-exclusive, permanent and perpetual easement 30 feet in width for ingress, egress and regress to and from Pruitt Road to and from the Restoration Tract 2 over, upon and across the area of land depicted and delineated as the "30' ACCESS EASEMENT" and shown on that certain map entitled "Conservation Easement Survey for the State of North Carolina, Ecosystem Enhancement Program Goodman Project Sheet 2 of 2", dated May 5, 2008, prepared by True Line Surveying, P.C. and appearing of record in Plat Cabinet 11, Page 222, in the office of the Register of Deed of Lenoir County. Reference is hereby made to said map for a more detailed description and said map is hereby incorporated by reference herein. Grantor, and his heirs, successors and assigns, reserve the right, in their discretion, to relocate the 30' ACCESS EASEMENT to another area of the Property as Grantor or his heirs, successors or assigns deem convenient and desirable. Upon Grantor, or his heirs, successors and assigns giving written notification to the Grantee in care of Ecosystem Enhancement Program Manager, State Property Office, North Carolina Department of Administration, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321, and recording a revised survey map showing the new access easement, then the existing "30' ACCESS EASEMENT" shall be deemed terminated and of no further force and effect.

Area of Restoration Tract 4

Commencing at a point, said point being an iron pipe found in the southeastern corner of the Robert M. Goodman property, located in Falling Creek Township, as recorded in Deed Book 706 Page 473, Lenoir County Registry. Said iron pipe also being the southwestern corner of the Rodney R. Goodman, Jr. property as recorded in Deed Book 706 Page 474 and along a common property line of the Baptist Children's Homes of North Carolina, Inc. property as recorded in Deed Book 740 Page 163. Thence from said iron, along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., a bearing and distance of N 10°48'57" E 2230.80 feet to an iron pipe set. Thence a bearing and distance of N 03°20'57" E 400.00 feet to an iron pipe set. Thence a bearing and distance of N 14°00'57" E 233.70 feet to an iron pipe set and the **POINT OF BEGINNING**. Thence a bearing and distance of N 14°00'57" E 144.30 feet to an iron pipe set. Thence a bearing and distance of N 38°30'57" E 462.56 feet to an iron pipe set. Thence leaving the common property line of Robert M. Goodman and Rodney R. Goodman, Jr., a bearing and distance S 39°32'11" E 107.69 feet to an iron pipe set. Thence a bearing and distance of S 39°08'53" W 262.09 feet to an iron pipe set. Thence a bearing and distance of S 44°45'55" W 215.23 feet to an iron pipe set. Thence a bearing and distance of S 49°52'42" W 97.45 feet to an iron pipe set along the common property line of Robert M. Goodman and Rodney R. Goodman, Jr. and the **POINT OF BEGINNING** and containing 1.160 acres (50531 square feet) according to a map by True Line Surveying entitled "Conservation Easement Survey for The State of North Carolina Ecosystem Enhancement Program Goodman Project", dated May 5, 2008

Together with a nonexclusive permanent and perpetual easement 30 feet in width for ingress, egress and regress to and from Pruitt Road to and from the Restoration Tract 4 over, upon and across the land of Rodney R. Goodman, Jr. described in Deed Book 706, Page 474, in the office of the Register of Deeds of Lenoir County, at such reasonable location suitable to the Grantor, his heirs, successors and assigns.

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

I. DURATION OF EASEMENT

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

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

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

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

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

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited.

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

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

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

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving in the Easement Area. Existing roads or trails located in the Easement Area may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses of the Easement Area. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

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

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

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

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

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

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

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

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

III. GRANTEE RESERVED USES

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

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

IV. ENFORCEMENT AND REMEDIES

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

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

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

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

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

V. MISCELLANEOUS

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

B. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other address(es) as either party establishes in writing upon notification to the other.

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

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

E. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

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

VI. QUIET ENJOYMENT

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

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

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

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

Rodney R. Goodman, Jr. (SEAL)
Rodney R. Goodman, Jr.

Cathy Goodman (SEAL)
Cathy Goodman

NORTH CAROLINA

COUNTY OF Lenoir

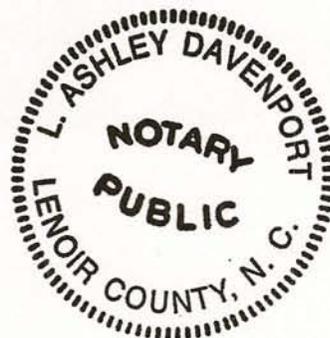
I, L. Ashley Davenport, a Notary Public in and for the County and State aforesaid, do hereby certify that Rodney R. Goodman, Jr. and wife, Cathy Goodman, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 16th day of July, 2008.

L. Ashley Davenport
Notary Public

My commission expires:
6/25/2013

JSB\jar #28
099649-00001



Appendix A

Categorical Exclusion Form for Ecosystem Enhancement Program Projects Version 1.3

Note: Only Appendix A should to be submitted (along with any supporting documentation) as the environmental document.

Part 1: General Project Information		
Project Name:	Goodman Property	
County Name:	Lenoir	
EEP Number:	DO7033	
Project Sponsor:	Albemarle Restorations, LLC.	
Project Contact Name:	Ed Temple	
Project Contact Address:	PO Box 204 Gatesville, NC 27938	
Project Contact E-mail:	edtemple@vol.com	
EEP Project Manager:		
Project Description		
For Official Use Only		
<p>Reviewed By:</p> <hr style="width: 30%; margin-left: 0;"/> <p>Date</p>		<p>EEP Project Manager</p> <hr style="width: 30%; margin-left: 0;"/>
<p>Conditional Approved By:</p> <hr style="width: 30%; margin-left: 0;"/> <p>Date</p>		<p>For Division Administrator FHWA</p> <hr style="width: 30%; margin-left: 0;"/>
<p><input type="checkbox"/> Check this box if there are outstanding issues</p> <p>Final Approval By:</p> <hr style="width: 30%; margin-left: 0;"/> <p>Date</p>		<p>For Division Administrator FHWA</p> <hr style="width: 30%; margin-left: 0;"/>

Part 2: All Projects Regulation/Question		Response
Coastal Zone Management Act (CZMA)		
1. Is the project located in a CAMA county?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Does the project involve ground-disturbing activities within a CAMA Area of Environmental Concern (AEC)?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
3. Has a CAMA permit been secured?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
4. Has NCDPCM agreed that the project is consistent with the NC Coastal Management Program?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)		
1. Is this a "full-delivery" project?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the zoning/land use of the subject property and adjacent properties ever been designated as commercial or industrial?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
3. As a result of a limited Phase I Site Assessment, are there known or potential hazardous waste sites within or adjacent to the project area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
4. As a result of a Phase I Site Assessment, are there known or potential hazardous waste sites within or adjacent to the project area?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
5. As a result of a Phase II Site Assessment, are there known or potential hazardous waste sites within the project area?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
6. Is there an approved hazardous mitigation plan?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
National Historic Preservation Act (Section 106)		
1. Are there properties listed on, or eligible for listing on, the National Register of Historic Places in the project area?		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the project affect such properties and does the SHPO/THPO concur?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3. If the effects are adverse, have they been resolved?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act)		
1. Is this a "full-delivery" project?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the project require the acquisition of real estate?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3. Was the property acquisition completed prior to the intent to use federal funds?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
4. Has the owner of the property been informed: * prior to making an offer that the agency does not have condemnation authority; and * what the fair market value is believed to be?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Part 3: Ground-Disturbing Activities Regulation/Question		Response
American Indian Religious Freedom Act (AIRFA)		
1. Is the project located in a county claimed as "territory" by the Eastern Band of Cherokee Indians?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2. Is the site of religious importance to American Indians?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
3. Is the project listed on, or eligible for listing on, the National Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
4. Have the effects of the project on this site been considered?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Antiquities Act (AA)		
1. Is the project located on Federal lands?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2. Will there be loss or destruction of historic or prehistoric ruins, monuments or objects of antiquity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
3. Will a permit from the appropriate Federal agency be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
4. Has a permit been obtained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Archaeological Resources Protection Act (ARPA)		
1. Is the project located on federal or Indian lands (reservation)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2. Will there be a loss or destruction of archaeological resources?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
3. Will a permit from the appropriate Federal agency be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
4. Has a permit been obtained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Endangered Species Act (ESA)		
1. Are federal Threatened and Endangered species and/or Designated Critical Habitat listed for the county?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2. Is Designated Critical Habitat or suitable habitat present for listed species?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
3. Are T&E species present or is the project being conducted in Designated Critical Habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
4. Is the project "likely to adversely affect" the specie and/or "likely to adversely modify" Designated Critical Habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
5. Does the USFWS/NOAA-Fisheries concur in the effects determination?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
6. Has the USFWS/NOAA-Fisheries rendered a "jeopardy" determination?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Executive Order 13007 (Indian Sacred Sites)	
1. Is the project located on Federal lands that are within a county claimed as "territory" by the EBCI?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the EBCI indicated that Indian sacred sites may be impacted by the proposed project?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
3. Have accommodations been made for access to and ceremonial use of Indian sacred sites?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Farmland Protection Policy Act (FPPA)	
1. Will farmland be converted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Has NRCS determined that the project contains prime, unique, statewide or local important farmland?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3. Has the completed Form AD-1006 been submitted to NRCS?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Fish and Wildlife Coordination Act (FWCA)	
1. Will the project impound, divert, channel deepen, or otherwise control/modify any water body?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have the USFWS and the NCWRC been consulted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Land and Water Conservation Fund Act (Section 6(f))	
1. Will the project require the conversion of such property to a use other than public, outdoor recreation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the NPS approved of the conversion?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat)	
1. Is the project located in an estuarine system?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Is suitable habitat present for EFH-protected species?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
3. Is sufficient design information available to make a determination of the effect of the project on EFH?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
4. Will the project adversely affect EFH?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
5. Has consultation with NOAA-Fisheries occurred?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Migratory Bird Treaty Act (MBTA)	
1. Does the USFWS have any recommendations with the project relative to the MBTA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have the USFWS recommendations been incorporated?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Wilderness Act	
1. Is the project in a Wilderness area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has a special use permit and/or easement been obtained from the maintaining federal agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Albemarle Restorations, LLC

*Wetland Restoration
Stream Restoration
Wildlife Habitat*

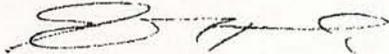
December 3, 2007

Ms. Jane Wood
NRCS, District Conservationist
Kinston Service Center
2026 HWY 11/55
Kinston, NC 28504

Dear Ms. Wood,

Please find attached USDA Form AD-1006, Farmland Conversion Impact Rating, for your review and completion. I am requesting this project review as coordination under the Farmland Protection Policy Act. We are constructing a 10 acre stream restoration project under the NC Department of Environment and Natural Resources Ecosystem Enhancement Program (EEP) as mitigation for future NC Department of Transportation activities. This project is located on the Goodman farm on Falling Creek just outside of Kinston. To assist in your review, I have enclosed a location map and an aerial photo showing the project site. If you have any questions or comments, please do not hesitate to contact me at 252-333-0249. Thank you for your time and attention to this matter.

Sincerely,



Edmund R. Temple, Jr.
Project Manager

Enclosures

404 COURT STREET
GATESVILLE, NC 27938
PHONE (252)333-0249

FARMLAND CONVERSION IMPACT RATING

PART I (To be completed by Federal Agency)		Date Of Land Evaluation Request <u>12/3/07</u>			
Name Of Project <u>Gravelman</u>		Federal Agency Involved <u>Federal Highway Administration</u>			
Proposed Land Use <u>Stream Mitigation</u>		County And State <u>Lenoir County, NC</u>			
PART II (To be completed by NRCS)		Date Request Received By NRCS			
Does the site contain prime, unique, statewide or local important farmland? (If no, the FPPA does not apply - do not complete additional parts of this form).		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Acres Irrigated	Average Farm Size
Major Crop(s)	Farmable Land In Govt. Jurisdiction Acres: %	Amount Of Farmland As Defined in FPPA Acres: %			
Name Of Land Evaluation System Used	Name Of Local Site Assessment System	Date Land Evaluation Returned By NRCS			
PART III (To be completed by Federal Agency)		Alternative Site Rating			
		Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly		<u>10</u>			
B. Total Acres To Be Converted Indirectly		<u>0</u>			
C. Total Acres In Site		<u>0.0</u> <u>10</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
PART IV (To be completed by NRCS) Land Evaluation Information					
A. Total Acres Prime And Unique Farmland					
B. Total Acres Statewide And Local Important Farmland					
C. Percentage Of Farmland In County Or Local Govt. Unit To Be Converted					
D. Percentage Of Farmland In Govt. Jurisdiction With Same Or Higher Relative Value					
PART V (To be completed by NRCS) Land Evaluation Criterion		0	0	0	0
Relative Value Of Farmland To Be Converted (Scale of 0 to 100 Points)					
PART VI (To be completed by Federal Agency)		Maximum Points			
Site Assessment Criteria (These criteria are explained in 7 CFR 658.5(b))					
1. Area In Nonurban Use		<u>15</u>	<u>14</u>		
2. Perimeter In Nonurban Use		<u>10</u>	<u>8</u>		
3. Percent Of Site Being Farmed		<u>20</u>	<u>20</u>		
4. Protection Provided By State And Local Government		<u>20</u>	<u>20</u>		
5. Distance From Urban Builtup Area		<u>15</u>	<u>5</u>		
6. Distance To Urban Support Services		<u>15</u>	<u>5</u>		
7. Size Of Present Farm Unit Compared To Average		<u>10</u>	<u>9</u>		
8. Creation Of Nonfarmable Farmland		<u>10</u>	<u>0</u>		
9. Availability Of Farm Support Services		<u>5</u>	<u>5</u>		
10. On-Farm Investments		<u>20</u>	<u>5</u>		
11. Effects Of Conversion On Farm Support Services		<u>10</u>	<u>0</u>		
12. Compatibility With Existing Agricultural Use		<u>10</u>	<u>0</u>		
TOTAL SITE ASSESSMENT POINTS		<u>160</u>	<u>0</u>	<u>0</u>	<u>0</u>
PART VII (To be completed by Federal Agency)					
Relative Value Of Farmland (From Part V)		<u>100</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Site Assessment (From Part VI above or a local site assessment)		<u>160</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL POINTS (Total of above 2 lines)		<u>260</u>	<u>0</u>	<u>0</u>	<u>0</u>

Site Selected:	Date Of Selection	Was A Local Site Assessment Used? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Reason For Selection:			



North Carolina Department of Cultural Resources
State Historic Preservation Office

Peter B. Sandbeck, Administrator

Michael F. Easley, Governor
Lisbeth C. Evans, Secretary
Jeffrey J. Crow, Deputy Secretary

Office of Archives and History
Division of Historical Resources
David Brook, Director

December 10, 2007

Curt Hall
Ecotone, Inc.
PO Box 5
Jarrettsville, MD 21084

Re: Goodman Property, Pruit Road, Falling Creek Township, Lenoir County, ER 07-2307

Dear Mr. Hall:

Thank you for your letter of October 19, 2007, concerning the above project.

We have conducted a review of the proposed undertaking and are aware of no historic resources that would be affected by the project. Therefore, we have no comment on the undertaking as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Gledhill-Earley, environmental review coordinator, at 919-807-6579. In all future communication concerning this project, please cite the above referenced tracking number.

Sincerely,

Peter B. Sandbeck
MPM

Peter Sandbeck

Albemarle Restorations, LLC

*Wetland Restoration
Stream Restoration
Wildlife Habitat*

December 3, 2007

Mr. Dale Suiter
US Fish and Wildlife Service, Raleigh Field Office
P.O. Box 33726
Raleigh, NC 27636

Subject: EEP Stream mitigation project in Lenoir County.

Dear Mr. Suiter,

The Goodman site has been identified for the purpose of providing in-kind mitigation for unavoidable stream channel impacts. Several sections of channel have been identified as significantly degraded due to agriculture operations.

We have already obtained an updated species list for Lenoir County from your web site (<http://nc-es.fws.gov/es/countyfr.html>). The threatened or endangered species for this county are the Red-cockaded woodpecker and Sensitive joint-vetch. We are requesting that you please provide any known information for each species in the county. The USFWS will be contacted if suitable habitat for any listed species is found or if we determine that the project may affect one or more federally listed species or designated critical habitat.

Please provide comments on any possible issues that might emerge with respect to endangered species, migratory birds or other trust resources from the construction of a stream restoration project on the subject property. An aerial photo and USGS map showing the approximate project boundaries and areas of potential ground disturbance is enclosed.

If we have not heard from you in 30 days we will assume that our species list is correct, that you do not have any comments regarding associated laws, and that you do not have any information relevant to this project at the current time.

We thank you in advance for your timely response and cooperation. Please feel free to contact me at (252) 333-0249 with any questions that you may have concerning the extent of site disturbance associated with this project.

Sincerely,



Edmund R. Temple, Jr.
Principal

cc:
EEP Project Manager
1652 Mail Service Center
Raleigh, NC 27699

404 COURT STREET
GATESVILLE, NC 27938
PHONE (252) 333-0249

Albemarle Restorations, LLC

*Wetland Restoration
Stream Restoration
Wildlife Habitat*

December 3, 2007

Ms. Shannon Deaton
North Carolina Wildlife Resource Commission
Division of Inland Fisheries
1721 Mail Service Center
Raleigh, NC 27699

Subject: EEP Stream mitigation project in Lenoir County.

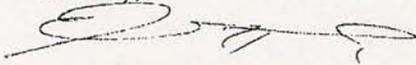
Dear Ms. Deaton,

The purpose of this letter is to request review and comment on any possible issues that might emerge with respect to fish and wildlife issues associated with a potential stream restoration project on the attached site; an aerial photo and USGS map with approximate project boundaries and areas of potential ground disturbance are enclosed.

The Goodman site has been identified for the purpose of providing in-kind mitigation for unavoidable stream channel impacts. Several sections of channel have been identified as significantly degraded due to agriculture operations.

We thank you in advance for your timely response and cooperation. Please feel free to contact us with any questions that you may have concerning the extent of site disturbance associated with this project.

Sincerely,



Edmund R. Temple, Jr.
Principal

cc:
EEP Project Manager
1652 Mail Service Center
Raleigh, NC 27699

404 COURT STREET
GATESVILLE, NC 27938
PHONE (252) 333-0249

APPENDIX C

-Photographs -

Appendix C

Typical views of the Goodman Property



Photo 1: Existing swamp run proposed for stream preservation.



Photo 2: Existing swamp run inundated from beaver activity. Reach is part of the proposed stream preservation.

Appendix C

Typical views of the Goodman Property



Photo 3: Stream reach proposed for stream restoration. The project will restore the ditched stream as a riparian headwater system, or “swamp run” with a functional width of 200’.



Photo 4: View of the valley showing “hook” tributary or the center tributary proposed for stream restoration. The proposed stream restoration will restore the ditched stream to a headwater riparian wetland, or “swamp run” with a total width of 200’.

Appendix C

Typical views of the Goodman Property



Photo 5: All three project streams flow into the unnamed tributary to Falling Creek shown above, just before it flows into Falling Creek. The Falling Creek system directly adjacent to the project area has excellent reference reaches similar to the reach shown above.



Photo 6: Falling Creek just down valley of the project area.