

Stoney Creek Pilot Project

Columbus County

Project ID #100653

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

This temporary conservation easement will expire in 2055.



Type: CRP
Recorded: 3/13/2025 12:41:55 PM
Fee Amt: \$38.00 Page 1 of 18
WAYNE COUNTY, NC
TINA ARNDER Register of Deeds

BK 3969 PG 762 - 779

Excise Tax: \$0.00

STATE OF NORTH CAROLINA	DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS PROVIDED PURSUANT TO FULL DELIVERY STORMWATER WETLAND MITIGATION CONTRACT
COUNTY OF WAYNE	

SPO File Number: 96-LA-195
DMS Project Number: 100653
Prepared by: Office of the Attorney General
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS PROVIDED PURSUANT TO FULL DELIVERY STORMWATER WETLAND MITIGATION CONTRACT ("Conservation Easement and Right of Access" or "Conservation Easement"), made this 12th day of March, 2025 (the "Effective Date"), by THE TRUSTEES OF WAYNE COMMUNITY COLLEGE, a body corporate under the provisions of North Carolina General Statute § 115D-14, whose address is 3000 Wayne Memorial Drive, Goldsboro, North Carolina 27534, ("Grantor"), to the STATE OF NORTH CAROLINA, a body politic and corporate ("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 of Grantor and Grantee as used herein shall include said parties, their employees, agents, 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 Division of Mitigation Services ("DMS"), formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program within the Department of Environmental Quality (formerly known as 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

NCDMS Full Delivery Stormwater Wetland

Submitted electronically by "Kennon Craver, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wayne County Register of Deeds.

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 Ecosystem Planning and Restoration, PLLC, a Texas professional limited liability company, located at 1150 SE Maynard Road #140, Cary, NC 27511 and the North Carolina Department of Environmental Quality, to provide a water retention and/or storage pilot project (the "Project") pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number 503967931-01.

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 DMS has established a flood attenuation program in accordance with applicable provisions of Session Law 2021-180 and intends to develop practices that will protect against and reduce flooding in multiple targeted areas of the State of North Carolina, and

WHEREAS, this Conservation Easement is part of a pilot project to establish best practices and technical feasibility for future water retention and/or storage for flood attenuation; and

WHEREAS, the authority for 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 meetings held in the City of Raleigh, North Carolina, on the 8th day of February 2000 and the 13th day of September 2011; and

WHEREAS, the DMS in the Department of Environmental Quality and the State Property Office of the Department of Administration have jointly approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple that certain parcel or tract of land situated, lying, and being in Stoney Creek Township, Wayne County, North Carolina (the "Property") consisting of approximately 114.96 acres, as more particularly described in a deed to Grantor recorded in Book 853, Page 303 of the Wayne County Registry, North Carolina (less and except those parcels conveyed in Book 3194, Page 857 and Page 3253, Page 580 of the Wayne County Registry); and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the certain portion or portions of the Property described herein, thereby restricting and limiting the use of such areas of the Property subject to this Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Conservation Easement and Right of Access. This Conservation Easement shall be for the protection and benefit of the waters of Stoney Creek.

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 for the term of thirty (30) years, a Conservation Easement and Right of Access over and upon such portion(s) of the Property described as follows:

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BEING that certain tract containing a total of 12.187 acres (collectively, the "Conservation Easement Area" or "Easement Area") as shown on the plat of survey entitled "Final Plat, Conservation Easement for North Carolina Division of Mitigation Services, Project Name: Stoney Creek, SPO File No. 96-LA-195, DMS Site No. 100653 Property of Wayne Community College," dated March 7, 2025 by Seth F. Martin, PLS Number L-4719 and recorded in the Wayne County, North Carolina Register of Deeds at Plat Book Q, Page 11-E, (the "Plat") and being further described on Exhibit A, attached hereto and incorporated herein.

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

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be in effect and encumber the Conservation Easement Area for a period of thirty (30) years commencing on the Effective Date and terminating at 11:59 PM on the thirtieth anniversary of the Effective Date (the "Term"). During the Term, this Conservation Easement shall run with, and be a continuing restriction upon the use of the Easement Area, and it shall be enforceable by the Grantee against the Grantor and against Grantor's, successors and assigns, personal representatives, agents, lessees, and licensees. After the termination of this Conservation Easement, Grantee has no further rights and Grantor shall have no further obligations under the terms of this Conservation Easement.

II. RIGHT OF ACCESS

Grantor hereby grants and conveys unto Grantee for and during the Term a non-exclusive easement for ingress and egress ("Right of Access") over and upon the Property at all reasonable times and at such location as more particularly described on Exhibit B attached hereto and incorporated herein by this reference, to access the Conservation Easement Area for the purposes set forth herein. This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Right of Access. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Right of Access.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation 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 Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Grantor

shall have an affirmative duty to prevent third parties from engaging in prohibited actions within the Conservation Easement Area. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including but not limited to hiking, bird watching, hunting, and fishing, and access to the Conservation Easement Area for the purposes thereof. This reservation of right shall not allow Grantor to violate any other prohibition, restriction, or reservation contained herein.

B. Stormwater Attenuation. Grantor expressly reserves the right to use the Conservation Easement Area, and any structure located thereon for stormwater attenuation including its use as a retention basin or a detention basin, so long as such use does not impair structures or improvements installed by Grantee within the Conservation Easement Area or reduce the total volume of water retained by any such structures or improvements installed by Grantee. Reduction in the volume of water shall not include any reduction based on other stormwater flow into the Conservation Easement Area.

C. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except for management, maintenance, safety, or stewardship purposes within designated areas identified on the Plat or in Exhibit D attached hereto and incorporated herein.

D. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation 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 within the Conservation Easement Area.

E. Damage to Vegetation. Except as allowed in Exhibit C and Exhibit D or for the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

F. Agricultural and Silvicultural Use. All agricultural and silvicultural uses are prohibited within the Conservation Easement Area including, but not limited to, any use for cropland, orchards, waste lagoons, timber harvesting or pastureland.

G. Structures. Except as specifically authorized by this Conservation Easement for the attenuation of stormwater, in accordance with Paragraph B above, no buildings, facilities, mobile homes, antennas, utility poles, towers, or other structures shall be constructed or placed in the Conservation Easement Area. Grantor shall provide Grantee with notice and construction plans ninety (90) days prior to beginning construction of any structures within the Conservation Easement Area. All previously existing buildings, facilities, utilities, ponds, dams, stormwater conveyances, wells, mines, and other structures within the Conservation Easement Area shall be shown on the Plat. Any such structures not shown on the Plat shall be deemed to have been

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abandoned and shall not be repaired or replaced; provided however this shall not prevent the installation of public benches within the Conservation Easement Area.

H. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, pavement, or other infrastructure in the Conservation Easement Area except as shown on the Plat or in Exhibit D. Any 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 Easement Area for purposes consistent with this Conservation Easement. Existing roads, trails, or paths may be maintained with loose gravel or vegetation to stabilize or cover the surfaces.

All previously existing roads, trails, bridges, crossings, and other infrastructure within the Conservation Easement Area shall be shown on the Plat. Any such infrastructure not shown on the Plat shall be deemed to have been abandoned and shall not be repaired or renewed.

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

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

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing, removal of topsoil, sand, gravel, rock, peat, minerals, or other materials within the Conservation Easement Area.

L. Water Quality and Drainage Patterns. Except as specifically authorized by this Conservation Easement for the control of stormwater, as stated in paragraph B above, the diversion of surface or underground water in the Conservation Easement Area by means of diking, draining, dredging, channeling, filling, leveling, pumping, impounding, or other measures is strictly prohibited. The alteration of or interference with water control structures or devices, or any restored, enhanced, or created drainage patterns within the Easement Area is not permitted. Any wetlands within the Easement Area shall not be removed or otherwise disturbed and no pollutants shall be discharged into any waters, springs, seeps, or wetlands within the Conservation Easement Area.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple ("fee") that is subject to this Conservation Easement is allowed. Any future transfer of the Conservation Easement Area portion of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee's right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

N. Development Rights. All development rights are removed from the Conservation Easement Area for the duration of the Term.

O. Disturbance of Natural Features. Any change, disturbance, alteration, or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees, and/or animal species by Grantor is prohibited. The introduction of any livestock to the Conservation Easement Area by the Grantor is expressly prohibited. The introduction of any native plants, trees, and animal species nominally consistent with the purposes of this Conservation Easement shall not be initiated without the prior written approval by the DMS, or any subsequent entity designated by the DMS to steward the Conservation Easement Area, and shall be accomplished in accordance with the terms and conditions set forth in any such written approval.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains the prior written approval of the DMS, or any subsequent entity designated by DMS to steward the Conservation Easement. Any such request shall be given reasonable consideration.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. During the Term, the Grantee shall have the right to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland(s) and any other riparian resources within the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include, but are not limited to, the planting of trees, shrubs and herbaceous vegetation, installation of monitoring gauges, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology within the Conservation Easement Area, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

C. Research and Educational Activities. The Grantee shall be permitted to enter, inspect, observe, and study the Conservation Easement Area for the purpose of conducting reasonable educational and scientific research activities related to the condition of the Conservation Easement Area and the protected resources therein. These activities include but are not limited to the installation of monitoring equipment, the creation of monitoring zones, and the performance of surveys, geotechnical investigations, and biological studies. Any parties other than the Grantee, its employees and agents, successors or assigns, desiring to conduct such activities must obtain written permission from both the Grantor and the Grantee in advance and access may be subject to the terms and conditions set forth in any such written approval.

D. Signs. The Grantee shall be permitted to place signs and witness posts on the Property to include any or all of the following: description of the project, prohibited activities within the Conservation Easement Area, identification of the project boundaries and the name and contact information of the Grantee or holder of the Conservation Easement.

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E. Fences. Grantee shall have the right, but not the obligation to install fences within the Conservation Area and shall have the responsibility to repair any fences it installs, unless such repair is necessitated by the action or inaction of Grantor. In which event, Grantor shall repair any damage to fences directly attributable to Grantor's action or inaction. Grantee shall have the Right of Access over and upon the Property as provided herein for the purpose of installing and repairing any fences.

F. Repair(s). The Grantee reserves the right to make repairs or perform maintenance in accordance with Exhibit C at its sole discretion. In the event Grantee undertakes any such repairs or maintenance, the Grantor must provide Grantee with reasonable necessary access over and upon the Property for such purpose.

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have thirty (30) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remain uncured after thirty (30) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as 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 Conservation 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 is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law 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 the Grantee in connection with this Conservation Easement. Provided, however, nothing herein shall require Grantor to repair or restore any damaged area or to pay damages unless the repair or restoration has been made necessary by the action, inaction or authorization of Grantor.

B. Inspection. The Grantee has the right to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions, and restrictions of this Conservation Easement

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area 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 or damage to the Property resulting from such causes. Grantor shall have an affirmative duty to prevent third parties from engaging in prohibited activities within the Conservation Easement Area but shall not be liable where such actions could not have been reasonably prevented.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee to enforce the terms of this Conservation Easement against Grantor or to protect Grantee's rights and interests in and to this Conservation Easement, including, without limitation, any costs of restoration and repair made necessary by the action, inaction or authorization of Grantor in violation of the terms of this Conservation Easement shall be borne by Grantor.

E. No Waiver. Enforcement of this Conservation 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.

VI. MISCELLANEOUS

A. Entire Agreement; Severability. 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. Taxes; Maintenance. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. The Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, unless expressly provided herein. Maintenance of any improvements constructed on or within the Conservation Easement Area shall be subject to the terms and conditions of the Maintenance and the Facility Features and Maintenance Areas attached hereto and incorporated herein respectively as Exhibit C and Exhibit D. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations, and permits that may apply to the exercise of the rights reserved in this Conservation Easement.

C. Notices. Except as specifically provided herein, all notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

D. Binding Effect. This Conservation Easement shall run with the title to the Easement Area and any other portion of the Property encumbered hereby and shall be binding upon Grantor and Grantor's, successors and assigns for the Term but not beyond the Term. Grantor agrees that any subsequent lease, deed, or other legal instruments granting or conveying an interest in and to the Easement Area or other portion of the Property encumbered hereby shall be subject to this Conservation Easement for the Term of this Conservation Easement but not beyond the Term.

E. No Merger. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement and access easement interests in the Property or any portion thereof and shall be binding on any successor-owners during the Term.

F. Termination. Upon the expiration of the Term, this Conservation Easement shall terminate and neither Grantee or Grantor shall have any further rights, interests or obligations pursuant to this Conservation Easement with respect to the Easement Area or the Property and all improvements constructed within the Easement Area or the Property or any modifications thereto shall become the sole and exclusive property of the Grantor, and Grantor shall thereafter be solely responsible for the maintenance of the Easement Area and the Property.

G. Property Ownership. The Grantor and Grantee agree that Grantor remains the owner of the Property, including the Conservation Easement Area and any structures, measures, or property modifications contained therein.

H. Permit Compliance. As the owner of the Property, Grantor is solely responsible for maintaining and complying with any permits obtained by Grantor or regulatory requirements related to actions taken by Grantor related to the Property, the Conservation Easement Area, and any structures, measures, or property modifications contained therein. During the Term of this Conservation Easement, this shall not include, and Grantee shall remain responsible for any permits which Grantee has obtained or regulatory requirements for which Grantee is liable due to the construction of the Project.

I. Amendment. This Conservation Easement and Right of Access may be amended, but only in a writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws and is consistent with the purposes of the Conservation Easement.

J. Transfer of Property. During the Term of this Conservation Easement, Grantor and its successors and assigns as owner of the Property shall notify the State Property Office and the Division of Mitigation Services in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property, including the Conservation Easement Area or the Right of Access, any request to void or modify this Conservation Easement or the Right of Access, or prior to establishing any other legal claims over the Conservation Easement Area. Such notifications and modification requests shall be addressed to:

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

and

Division of Mitigation Services
1652 Mail Service Center
Raleigh, NC 27699-1652

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K. Transfer to Qualified Holder. 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., § 143-214.12(a1) 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 for the Term the conservation purposes described in this document.

L. Availability of Funds. Notwithstanding any provision herein to the contrary, Grantee's obligations under this Conservation Easement shall be dependent upon and subject to the appropriation, allocation or availability of funds for such purposes to the Department of Environmental Quality, DMS (DEQ-DMS), or any successor department or agency. In the event DEQ-DMS or that body responsible for the appropriation of said funds determines, in its sole discretion and in view of its total operations, that funds for the construction, maintenance, repair, restoration and operation of any improvements within the Conservation Easement Area are unavailable, DEQ-DMS may terminate or suspend such work until necessary monies are available. In the event DEQ-DMS terminates or suspends work under this provision, Grantor shall have the right to terminate this Conservation Easement.

VII. 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 Conservation 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 Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area.

TO HAVE AND TO HOLD, for the Term the said rights and easements unto the Grantee and its successors and assigns for the aforesaid purposes,

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

[Remainder of Page Left Blank]

IN TESTIMONY, WHEREOF, the Grantor has caused this instrument to be executed in its name by its Chairperson and attested by its Secretary, and its corporate seal affixed hereto by authority duly given as of the Effective Date.

GRANTOR:

THE TRUSTEES OF WAYNE COMMUNITY COLLEGE,
a body corporate under the provisions of North Carolina General Statute § 115D-14

Veda H. McNair
Veda H. McNair, Chairperson

ATTEST:

Patricia Pfeiffer CORPORATE SEAL
Patricia Pfeiffer
Secretary of The Trustees of Wayne Community College



I, Stefanie C. Cox, a Notary Public in and for the aforesaid County and State do hereby certify that Patricia Pfeiffer personally came before me this day and acknowledged that she is Secretary of The Trustees of Wayne Community College and that by authority duly given and as an act of The Trustees of Wayne Community College, the foregoing instrument was signed by Veda H. McNair, Chairperson and attested by herself as Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 12 day of March, 2025.

My commission expires: 9/25/2027

Stefanie C. Cox
Notary Public
Print Name: Stefanie C. Cox

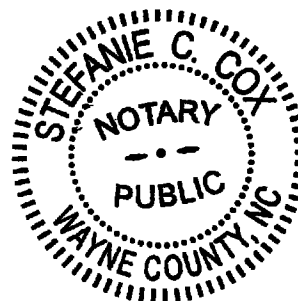


Exhibit A
Legal Description of the Conservation Easement Area

BEGINNING at a new #5 rebar being located South 43 degrees 12 minutes 41 seconds East a distance of 1509.17 feet from the centerline of Wayne Memorial Drive along the southwesterly property line of Wayne Community College, as described in Deed Book 853, page 303; THENCE with a new line through the property of Wayne Community College the following eight (8) courses and distances: 1) North 46 degrees 51 minutes 08 seconds East a distance of 234.40 feet to a new #5 rebar; 2) THENCE South 73 degrees 32 minutes 27 seconds East a distance of 263.07 feet to a new #5 rebar; 3) THENCE along a curve to the left having an arc length of 427.12 feet, and a radius of 760.00 feet, being subtended by a chord bearing of South 89 degrees 38 minutes 27 seconds East, a distance of 421.52 feet to a new #5 rebar; 4) THENCE North 74 degrees 15 minutes 33 seconds East a distance of 170.51 feet to a new #5 rebar; 5) THENCE South 36 degrees 45 minutes 59 seconds East a distance of 124.67 feet to a new #5 rebar; 6) THENCE South 02 degrees 52 minutes 36 seconds West a distance of 54.31 feet to a new #5 rebar; 7) THENCE South 22 degrees 50 minutes 34 seconds West a distance of 402.53 feet to a new #5 rebar; 8) THENCE South 23 degrees 58 minutes 29 seconds West a distance of 437.12 feet to a new #5 rebar on the northeasterly line of the City of Goldsboro (now or formerly) as described in Deed Book 1056, page 825; THENCE with the line of the City of Goldsboro, Casedale LP (now or formerly) as described in Deed Book 3895, page 145, and Marguerite Cox (now or formerly) as described in Deed Book 1357, page 850, North 43 degrees 12 minutes 41 seconds West a distance of 1090.93 feet to the POINT OF BEGINNING, passing an existing concrete monument at 575.54 feet, and an existing #5 rebar 0.75 feet off-line at 905.54 feet, having an area of 12.187 Acres, more or less.

Exhibit B
Legal Description of the Right of Access

BEING all of those certain paved roadways now or hereafter located on the property described in Book 853, Page 303 of the Wayne County Registry, North Carolina (less and except those parcels conveyed in Book 3194, Page 857 and Page 3253, Page 580 of the Wayne County Registry), that intersect with, or otherwise connect with, Wayne Memorial Drive, a public road, specifically including, but not limited to the roadway commonly known as Campus Drive, together with the 30' Access Easement shown on that certain "Final Plat, Conservation Easement for North Carolina Division of Mitigation Services, Project Name: Stoney Creek, SPO File No. 96-LA-195, DMS Site No. 100653 Property of Wayne Community College," dated March 7, 202 5 by Seth F. Martin, PLS Number L-4719 and recorded in the Wayne County, North Carolina Register of Deeds at Plat Book Q Page 11-E.

Exhibit C
Maintenance Agreement
Wayne Community College Flood Resiliency Stormwater Wetland Facility

The Trustees of Wayne Community College (Grantor):

Maintenance of public safety and aesthetics around the facility shall be the responsibility of the Grantor. Therefore, the Grantor agrees to perform the following:

- 1) Maintain turf in and around the facility. Turf maintenance areas are identified as Zone 1 in Exhibit D.
- 2) Maintain facility access and equipment staging area(s) for future maintenance activities. These areas are identified Zone 1 in Exhibit D.
- 3) Maintain trails, benches, fences, and interpretive signs in and around the facility. These areas are identified as Zone 1 in Exhibit D.
- 4) Removal of trash and debris from the facility.
- 5) Beaver, muskrat, nutria, or other destructive wildlife control within the facility.
- 6) Periodic inspection of facility and notification to the Grantee of the following:
 - a. Concerns pertaining to inlet(s) and outlet(s) condition.
 - b. Bare soil and erosional features within the facility.
 - c. Excessive sedimentation in the basin.

NCDEQ Division of Mitigation Services (Grantee) and/or its assigns:

Facility performance shall be the responsibility of the Grantee. Therefore, subject to the availability of funding, the Grantee agrees to the following:

- 1) Perform regular inspections of facility conditions.
 - a. Assess condition of inlets, outlets, riser, forebay, and emergency spillway.
 - b. Assess structural integrity and erosional features.
 - c. Assess vegetation health and presence of invasive and nuisance plant species.
- 2) Notification to the Grantor of the following:
 - a. Neglect of turf, access, and equipment staging area maintenance.
 - b. Neglect of trail, bench, fence, and interpretive sign maintenance.
 - c. Neglect of beaver, muskrat, nutria, or similar rodent control.
 - d. Neglect of trash and debris removal.
- 3) Remediate certain conditions within the facility.
 - a. Remove debris from plugged outlets.
 - b. Repair structural integrity and erosional issues, including but not limited to damage caused by destructive wildlife.
 - c. Control invasive and nuisance plant species.
 - d. Remove basin sedimentation once accumulation has reduced the basin depth to 75% of the original design depth.

Notwithstanding any provision contained within the Conservation Easement or its Exhibits to the contrary, Grantee's obligation to construct, maintain, repair and restore any element of the Project in accordance with the terms of this Maintenance Agreement shall be dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the

Department of Environmental Quality, Division of Mitigation Services (DEQ-DMS), or any successor department or agency.

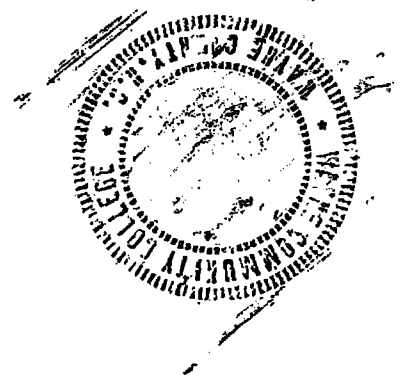
IN TESTIMONY, WHEREOF, The Trustees of Wayne Community College, has caused this Maintenance Agreement instrument to be executed in its name by its Chairperson and attested by its Secretary, and its corporate seal affixed hereto by authority duly given the day and year first above written.

THE TRUSTEES OF WAYNE COMMUNITY COLLEGE,
a body corporate under the provisions of North Carolina General Statute § 115D-14

Veda H. McNair
Veda H. McNair, Chairperson

ATTEST:

Patricia Pfeiffer CORPORATE SEAL
Patricia Pfeiffer
Secretary of Trustees of Wayne Community College



IN TESTIMONY WHEREOF, the State through the Division of Mitigation Services has caused this Maintenance Agreement to be executed in its name by the Director of the Division of Mitigation Services by authority duly given, hereunto set his hand and seal, the day and year first above written.

County of Wake, North Carolina

By: _____
Marc Recktenwald
Title: DMS Director

Department of Environmental Quality, Division of Mitigation Services (DEQ-DMS), or any successor department or agency.

IN TESTIMONY, WHEREOF, The Trustees of Wayne Community College, has caused this Maintenance Agreement instrument to be executed in its name by its Chairperson and attested by its Secretary, and its corporate seal affixed hereto by authority duly given the day and year first above written.

THE TRUSTEES OF WAYNE COMMUNITY COLLEGE,
a body corporate under the provisions of North Carolina General Statute § 115D-14

Veda H. McNair, Chairperson

ATTEST:

CORPORATE SEAL

Patricia Pfeiffer
Secretary of Trustees of Wayne Community College

IN TESTIMONY WHEREOF, the State through the Division of Mitigation Services has caused this Maintenance Agreement to be executed in its name by the Director of the Division of Mitigation Services by authority duly given, hereunto set his hand and seal, the day and year first above written.

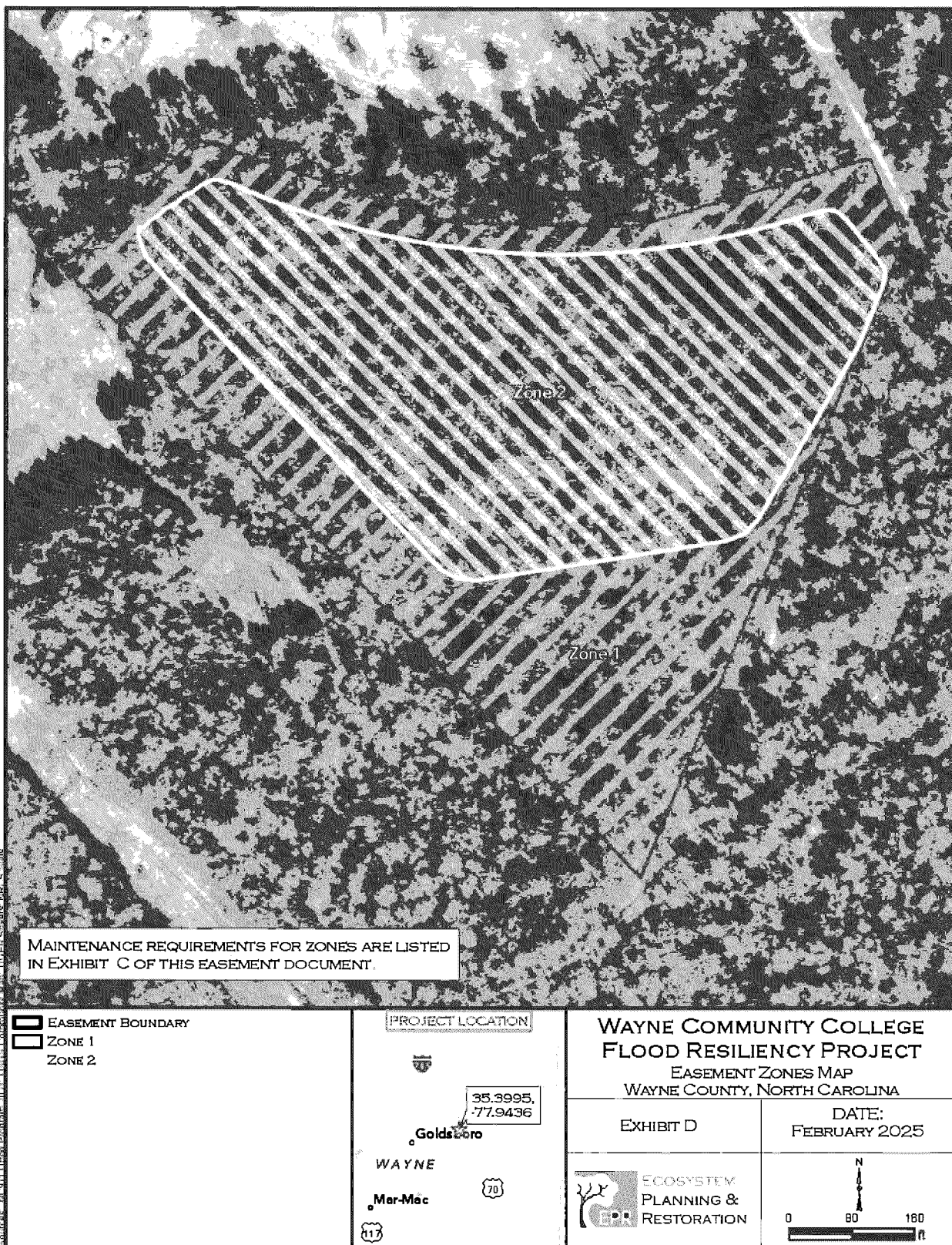
County of Wake, North Carolina

Signed by: _____ 3/11/2025
By: Marc Recktenwald
Marc Recktenwald
Title: DMS Director

Exhibit D
Facility Features and Maintenance Areas
Wayne Community College Flood Resiliency Stormwater Wetland Facility

**[MAP FOLLOWS ON NEXT PAGE – THIS MAP IS BEING USED FOR ILLUSTRATIVE PURPOSES ONLY.
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE WITH APPLICABLE LAND DEVELOPMENT
REGULATIONS. N.C.G.S. SECTION 47-30(n).]**

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

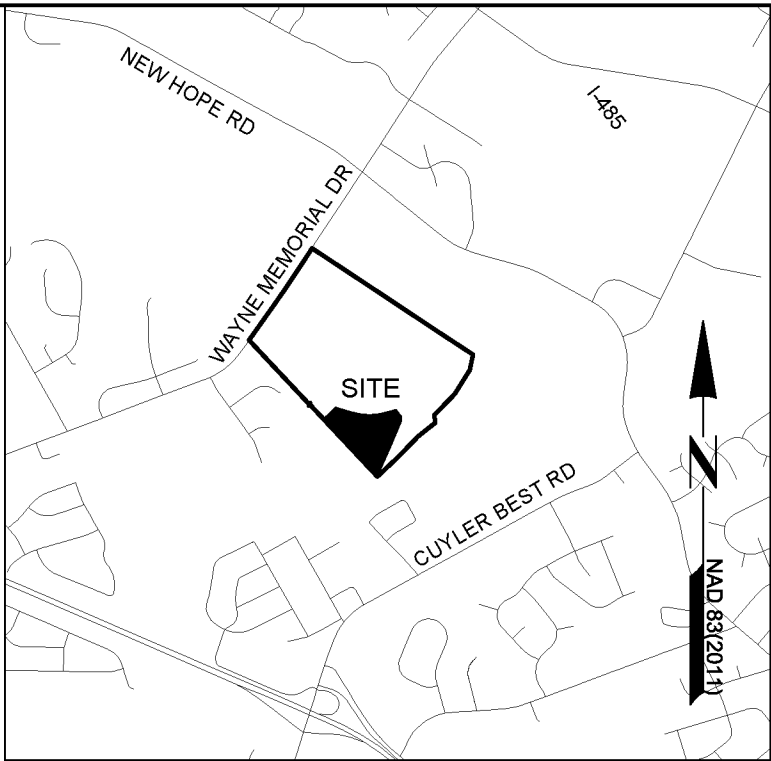
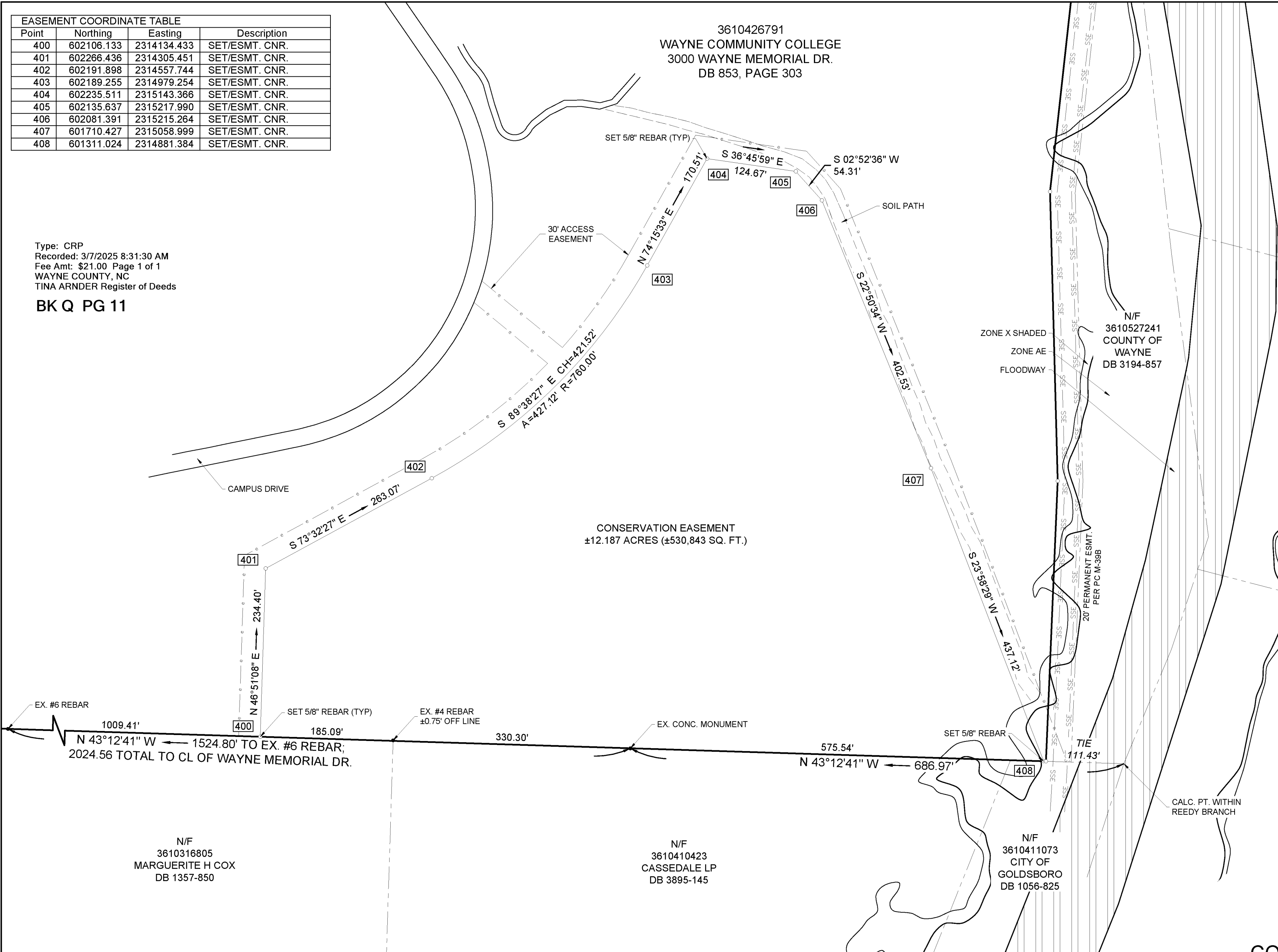


EASEMENT COORDINATE TABLE			
Point	Northing	Easting	Description
400	602106.133	2314134.433	SET/ESMT. CNR.
401	602266.436	2314305.451	SET/ESMT. CNR.
402	602191.898	2314557.744	SET/ESMT. CNR.
403	602189.255	2314979.254	SET/ESMT. CNR.
404	602235.511	2315143.366	SET/ESMT. CNR.
405	602135.637	2315217.990	SET/ESMT. CNR.
406	602081.391	2315215.264	SET/ESMT. CNR.
407	601710.427	2315058.999	SET/ESMT. CNR.
408	601311.024	2314881.384	SET/ESMT. CNR.

Type: CRP
Recorded: 3/7/2025 8:31:30 AM
Fee Amt: \$21.00 Page 1 of 1
WAYNE COUNTY, NC
TINA ARNDER Register of Deeds

BK Q PG 11

3610426791
WAYNE COMMUNITY COLLEGE
3000 WAYNE MEMORIAL DR.
DB 853, PAGE 303



VICINITY MAP - NOT TO SCALE

Submitted electronically by Forrest Geomatics, PLLC in compliance with NC statutes governing recordable documents and the terms of the Memorandum of Understanding with the Wayne County Register of Deeds. NCGS 47-14(a1)(5)

Certificate of Ownership and Dedication

I/We certify that we are the owners of the property shown and described hereon. I/We hereby accept and adopt this recorded plat and conservation easement with our free consent and dedicate, grant and convey all easements, rights-of-way, and access roads to public and/or private use as noted hereon.

Signed by: *Berry Gray* 3/6/2025
Owners(S) Date

State of North Carolina
County of Wayne
Berry Gray
I, _____, Review Officer of Wayne County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

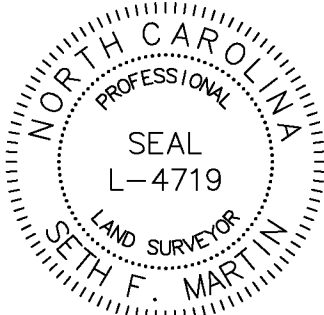
Signed by: *Berry Gray* 3/6/2025
Review Officer Date

SURVEYOR CERTIFICATION:

I, Seth F Martin, hereby certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book see map, page _____ or other reference source _____); that the boundaries not surveyed are indicated as drawn from information in Book see map, page _____ or other reference source; that the ratio of positional accuracy is ± 0.043 ; and that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600); that this plat was prepared in accordance with G.S. 47-30 as amended and that this survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

Witness my original signature, registration number, and seal this 6th day of March, 2025.

DocuSigned by:
Seth Martin
703C4E7F6000483...
Seth F Martin, NC PLS L-4719



FINAL PLAT,
CONSERVATION EASEMENT FOR
NORTH CAROLINA DIVISION OF
MITIGATION SERVICES,
PROJECT NAME: STONEY CREEK,
SPO FILE NO. 96-LA-195
DMS SITE NO. 100653
PROPERTY OF WAYNE COMMUNITY COLLEGE,
WAYNE COUNTY, NORTH CAROLINA
BY



933 LOUISE AVE. #101, CHARLOTTE, NC 28204
PH: 704.400.7268 | WEB: WWW.FORRESTGEO.COM | LIC: P-2932

GENERAL NOTES:

- Class of Survey: A
- Positional Accuracy: N:0.03' E:0.02'
- Type of GPS Field Procedure: RTK Network
- Datum of Survey: NAD83(2011)
- Units: US Survey Foot
- Geoid Model: 2018
- Combined Grid Factor: 0.0.99987588
- All distances shown are horizontal (ground) measurements unless otherwise noted.
- No recoverable Geodetic monument found within 2000' of subject property.
- Total Conservation Easement area: ± 12.187 Acres (determined by coordinate computation)
- Zoning: O&I-1
- Property corners monumented as shown.
- A portion of Subject Property is located in a special flood hazard area as determined by FEMA and the State of North Carolina; See Map No.: 3720361000K - Effective date: 6/20/2018
- Subsurface utilities were not located as a part of this survey; any appurtenances shown are based on observed evidence and should be verified by a utility locator.
- This property is subject to any facts (prior agreements, conveyances, or easements of record) that may be disclosed by a full and accurate title search.

PARCEL ID: 3610426791
CURRENT DEED: DB 853-303
ADDITIONAL REFERENCES: PC M-39B
CURRENT OWNER: WAYNE COMMUNITY COLLEGE
PROJECT NO.: CLT24-0004
DATES OF SURVEY: 1/20/25-1/24/25
REVISED: 3/6/25 TO CHANGE ACCESS ESMT. TYPE

LEGEND & ABBREVIATIONS:

- EXISTING CORNER MONUMENTATION, AS NOTED
- NEW/SET CORNER MONUMENTATION, 5/8" REBAR
- DB DEED BOOK
- MB MAP BOOK
- N/F NOW OR FORMERLY
- SWE SIDEWALK EASEMENT
- UE UTILITY EASEMENT
- R/W RIGHT OF WAY
- — — — — PROPERTY LINE
- — — — — ADJOINER LINE
- R/W — — — — — RIGHT OF WAY LINE
- — — — — EASEMENT/SETBACK LINE
- e — — — — — TEMPORARY ACCESS EASEMENT



SCALE 1"=100'