



OAK HILL

COMMUNITY PARK AND FOREST MASTER PLAN

DRAFT MAY 2021





OAK HILL COMMUNITY PARK & FOREST MASTER PLAN

PRODUCED FOR:



**FOOTHILLS
CONSERVANCY**
OF NORTH CAROLINA

PRODUCED BY:

**DESTINATION
BY DESIGN**

PLANNING | ENGINEERING | COMMUNICATIONS

136 FURMAN RD, SUITE 6, BOONE, NC 28607

ACKNOWLEDGMENTS

FOOTHILLS CONSERVANCY OF NORTH CAROLINA

Andrew Kota - Executive Director
Rachael Dial - Office & Finance Administrator
Tom Kenney - Land Protection Director
Sophie Elliott - Development Coordinator
Ryan Sparks - Stewardship Director
Brittany Watkins - Special Projects Coordinator

PROJECT OVERSIGHT COMMITTEE

William Brown III - Community Member
Ann Costello - Community Member and FCNC Board Member
William Hamilton - NC Farmlink Co-Director, Western Region
Beth Heile - Community Member and Executive Director of Friends of
Fonta Flora State Trail
Phillip Lookadoo - Development and Design Director,
City of Morganton
Nikki Malatin - Teacher and Burke Bearcats Mountain Bike Team
Coach, Freedom High School
Dr. David Moore - Professor of Anthropology, Warren Wilson College
Meg Nealon - FCNC Board Member
Shane Prisby - Operations Manager, Burke County
Community Development
Andrew Tait - Director of Ecoforestry, EcoForesters
Armin Weise - Forestry Associate, EcoForesters
Maire Williamson and William Lyons - Agricultural Consultants and
Local Farmers, Bluebird Farms



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INTRODUCTION & BACKGROUND

The Oak Hill Community Park and Forest Master Plan serves as a guide for the development of approximately 650 acres of undeveloped forest and productive agricultural fields located in the foothills of western North Carolina. This chapter provides the project background and outlines plan goals, process and organization.

1.1 BACKGROUND

1.2 PROJECT GOALS

1.3 PLANNING PROCESS

1.1 BACKGROUND

Oak Hill Community Park and Forest is located along Canoe Creek four miles west of Morganton in central Burke County. The property is surrounded by rural residential development and is accessed by NC Highways 181 and 126 (See Map 01: Oak Hill Community Park and Forest). The large parcel was once slated for subdivision and development until Foothills Conservancy of North Carolina (FCNC) began a grassroots effort to protect and conserve the property.

When the property was offered for sale in the spring of 2019, Foothills Conservancy of North Carolina, a nationally accredited, non-profit land trust, held a public meeting to inform the community of the opportunity to purchase the property and gauge public interest. Nearly 75 people attended the meeting in an overwhelming show of support for the project.

Conservancy board members and staff realized conservation of the property would ensure protection of forests, prime agricultural land, several miles of streams, and scenic views. The property also had many other potential recreational and educational benefits for the Burke County community including connections to the Morganton Greenway and Fonta Flora State Trail, independent hiking and mountain biking trails, community supported agriculture, forest restoration, and outdoor education.

In April of 2019, the Conservancy secured a time-sensitive purchase option for the property contingent on raising a total of \$3.1 million. Letters and resolutions of support, an online petition, and promotional video were produced and offered as support for grant applications and to public donors for fundraising. Initially, FCNC received a grant of \$1.2 million from North

Carolina Clean Water Management Trust Fund (CWMTF) and \$600,000 in small grants and private donations. When the sellers agreed to a contract extension contingent upon purchasing half of the property by January 2020, the Conservancy made the decision to purchase the property in two phases and phase one was secured. Additional grants and private donations allowed Foothills Conservancy to complete the land acquisition in September of 2020.

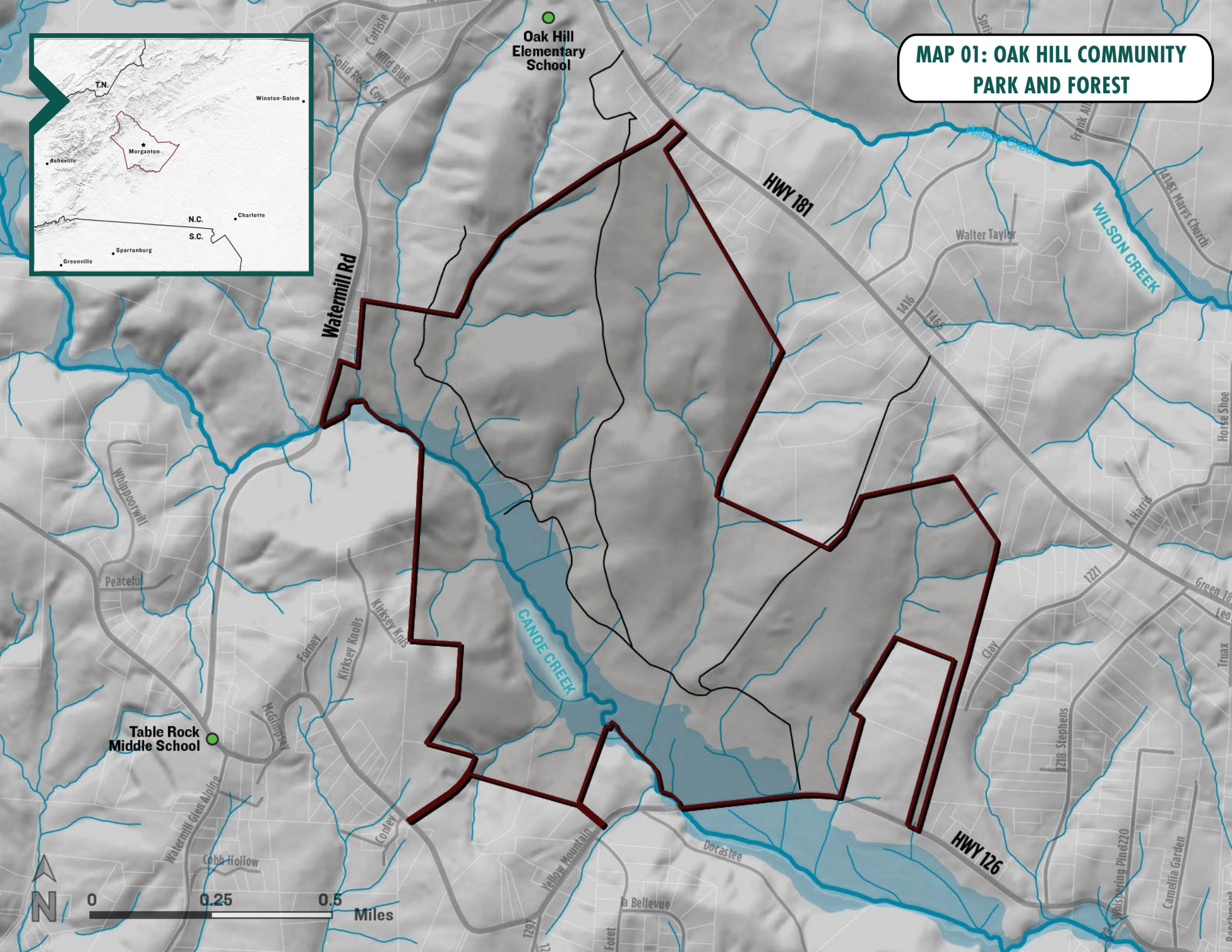
In order to continue the significant momentum gained through fundraising and acquisition of the property, Foothills Conservancy pursued developing a master plan for the property with a priority to provide public recreational and educational opportunities for community members and visitors.



FCNC HOLDS A PUBLIC MEETING TO GAUGE PUBLIC INTEREST

“The Foothills Conservancy of North Carolina acquired the 650 acre Oak Hill Community Park and Forest property in 2020 with overwhelming public support and funding from multiple grants, foundations, and private donations.”

**MAP 01: OAK HILL COMMUNITY
PARK AND FOREST**



1.2 PROJECT GOALS

1

QUALITY OF LIFE.

Enhance quality of life for current and future residents of Burke County and the surrounding area by conserving green space, expanding recreation assets, and providing educational opportunities.

2

HEALTH AND WELLNESS.

Create infrastructure that provides additional recreational opportunities for all abilities and enhances community wellness through the improvement of physical, mental, and social health.

3

ECONOMIC IMPACT AND TOURISM DEVELOPMENT.

Promote economic growth by creating a significant community asset that will add to a multitude of other natural and recreational assets along with the area's developing regional trail system and attract visitors to Burke County and Western North Carolina.

4

EDUCATION AND STEWARDSHIP

Provide an outdoor space for students of all ages to learn about environmental education, forest management, and archeological exploration.

5

GRANT FUNDING

Ensure grant competitiveness by adhering to planning guidelines required by the North Carolina Parks and Recreation Trust Fund (PARTF).

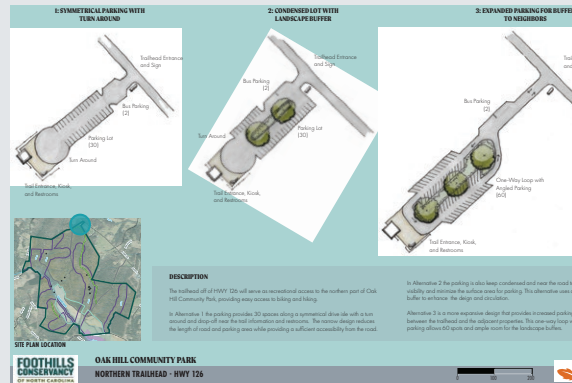
1.3 PLANNING PROCESS



PHASE 1: PROJECT LAUNCH AND DIRECTION SETTING

OCTOBER - NOVEMBER 2020

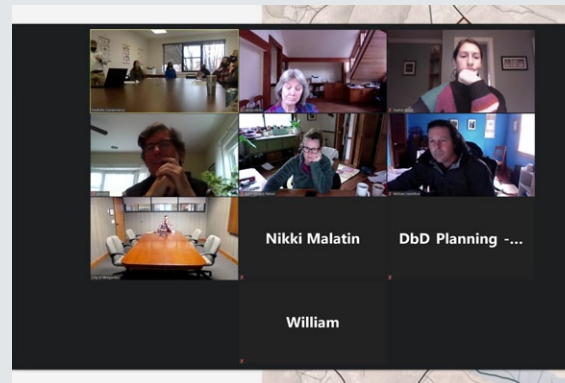
- » Kick-off Meeting
- » Site Visit
- » GIS Mapping



PHASE 2: ANALYSIS AND IDEATION

NOVEMBER - DECEMBER 2020

- » Natural and Built Environment Analysis
- » Previous Plan Review
- » Program Development and Conceptual Planning



PHASE 3: PUBLIC ENGAGEMENT

DECEMBER 2020 - MARCH 2021

- » Conceptual Master Plans
- » Steering Committee Meetings
- » Public Input for Draft Plan



PHASE 4: FINAL PLAN DEVELOPMENT

MARCH - MAY 2021

- » Incorporate Public Comments
- » Develop Estimate of Probable Costs
- » Publish Final Document





SITE ANALYSIS & DESIGN DETERMINANTS

This chapter examines existing conditions within and surrounding Oak Hill Community Park and Forest and previous planning efforts which influence the park planning process and outcomes. First, the park's study area context is assessed, including its location among many natural and recreational assets and a developing regional trail system. Next, previous regional planning efforts and site-specific plans for the property are reviewed. Thirdly, the park's natural features, assets, and constraints are highlighted, and a description is provided of built features located on or near the property. Lastly, deed easements, covenants, and restrictions placed on the property by grant funders are examined. Collectively, these elements establish an objective perspective of Oak Hill Community Park and Forest and create a framework from which the project committee can offer plan direction.

2.1 STUDY AREA CONTEXT

2.2 PREVIOUS PLANNING EFFORTS

2.3 NATURAL ENVIRONMENT

2.4 BUILT ENVIRONMENT

2.5 DEED EASEMENTS, COVENANTS, AND RESTRICTIONS

2.1 STUDY AREA CONTEXT

Oak Hill Community Park and Forest is located in the foothills of western North Carolina among many natural, recreational, and community assets. These include conserved lands, lakes, and waterways; a developing regional trail system; and local parks and schools (See Map 02: Study Area Context).

The Pisgah National Forest and Linville Gorge, Johns River Gamelands, South Mountains Gamelands and State Park, and Lake James State Park are located within 30 miles of the property and provide large areas of conserved forest for wildlife and recreation. The Catawba River, located less than a half mile south of the property, connects Lake James in the west to Lake Rhodhiss in the east and continues east and south as it leaves the foothills.

A developing regional trail system is anchored by four state trails and a regional land and paddle trail. The Mountains to Sea, Fonta Flora, Overmountain Victory, and Wilderness Gateway State Trails create an extensive planned state trail network throughout the foothills. The Catawba River serves as an important trail corridor for the Fonta Flora and Overmountain Victory State Trails between Lake James and Morganton, and the regional Burke Catawba River Trail follows it east from Morganton to Valdese and Catawba County. The existing Upper Catawba River Paddle Trail also follows the river through the region with a significant number of access points.

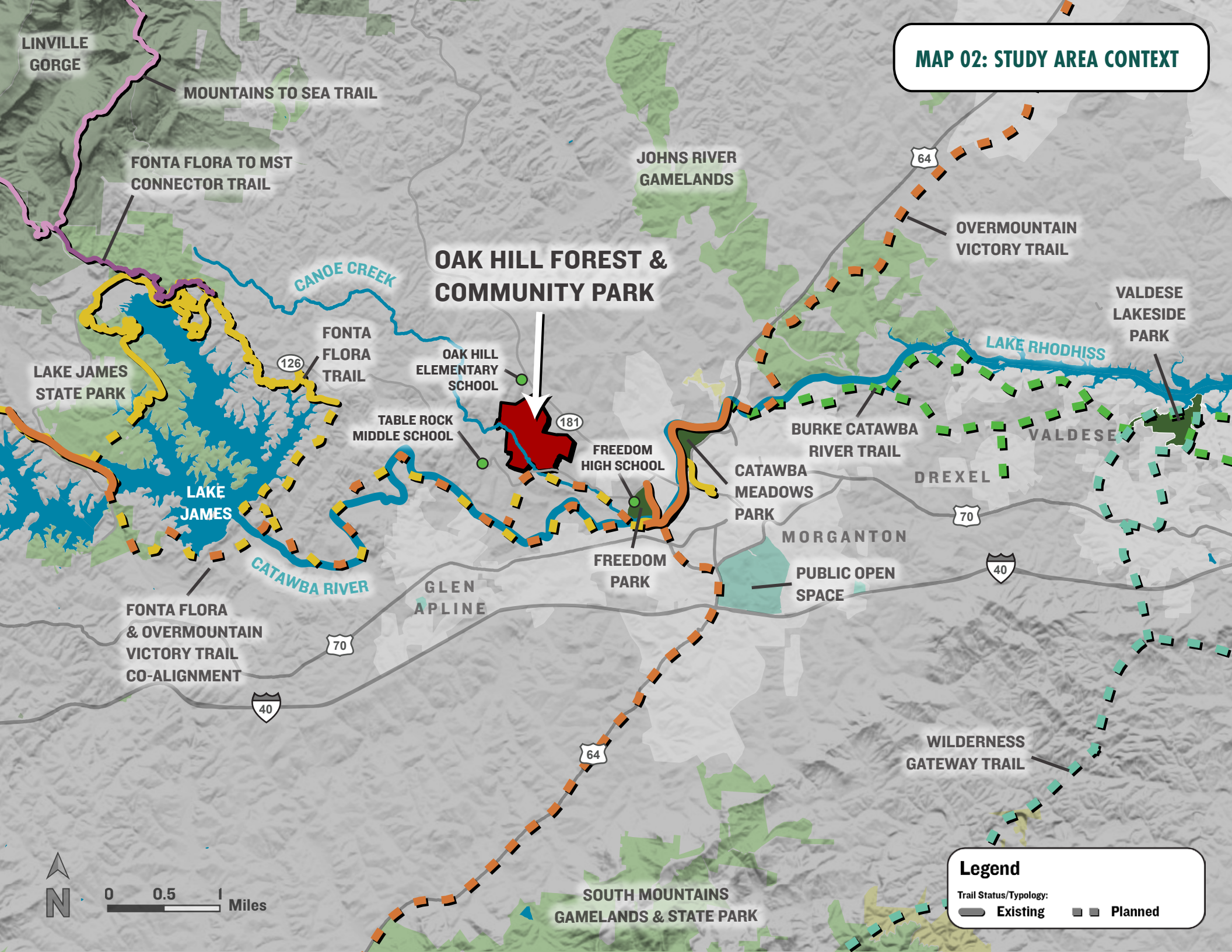
A number of schools and local community assets are also found in close proximity to Oak Hill Community Park and Forest. Oak Hill Elementary, Table Rock Middle, and Freedom High Schools are located within one mile of the property. Mountain View and Forest Hill Elementary, Walter Johnson Middle, New Dimensions Elementary and Middle School, Patton High School, NC School of Science and Math - Western Campus, and Western Piedmont Community College are located nearby in Morganton. Local trails and parks such as the Morganton Catawba River Greenway, WPCC trail system, and Catawba Meadows and Freedom Parks are found nearby, and downtown Morganton is located less than four miles away.

EXHIBIT 01: NATURE'S PLAYGROUND

The Blue Ridge Mountains, Pisgah National Forest, Linville Gorge, the Catawba River, Lake James and South Mountains State Parks, and a number of local parks and trails give Burke County the name of "Nature's Playground". These natural resources provide abundant recreational opportunities for local residents and visitors to the region.



MAP 02: STUDY AREA CONTEXT



OAK HILL FOREST & COMMUNITY PARK

Legend

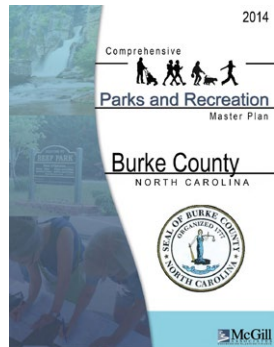
Trail Status/Typology:

Existing

Planned

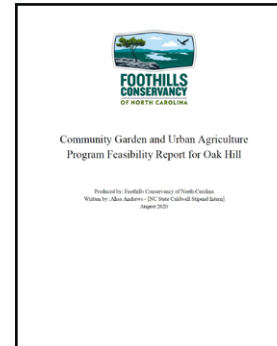
2.2 PREVIOUS PLANNING EFFORTS

The consultant team reviewed the comprehensive system wide plan for parks and recreation in Burke County, regional trail planning efforts within the Catawba River corridor, and site-specific plans that might have planning implications for Oak Hill Community Park and Forest.



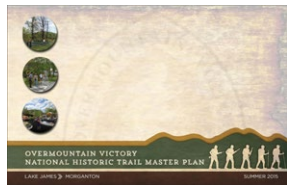
BURKE COUNTY COMPREHENSIVE PARKS AND RECREATION MASTER PLAN (2014)

In 2014, Burke County created a Comprehensive Parks and Recreation Master Plan to provide the County with a framework for long-range parks and recreation planning that includes connectivity between regional natural and recreational assets. The plan also sets the stage for future development of alternative recreation opportunities based on sustainable “eco-tourism” and “adventure-based tourism.”



COMMUNITY GARDEN AND URBAN AGRICULTURE PROGRAM FEASIBILITY REPORT FOR OAK HILL (2020)

This report outlines opportunities to build an agriculture program at Oak Hill Community Park and Forest in ways that will increase environmental and community resiliency. A site assessment included soil analysis and management recommendations for existing agricultural land on the property.



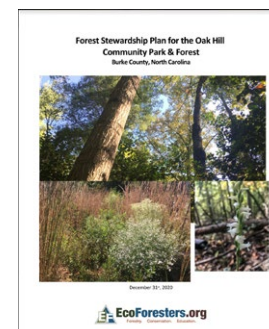
OVERMOUNTAIN VICTORY NATIONAL HISTORIC TRAIL MASTER PLAN: LAKE JAMES TO MORGANTON (2015)

The Overmountain Victory National Historic Trail Master Plan: Lake James to Morganton serves as a roadmap for establishing the OVNHT along the Catawba River corridor from Lake James to Morganton. The plan also serves as the foundation of the Fonta Flora State Trail Master Plan: Lake James to Morganton.



FONTA FLORA STATE TRAIL MASTER PLAN: LAKE JAMES TO MORGANTON (2018)

In 2018, Burke County developed a comprehensive trail master plan for the Fonta Flora State Trail from Lake James to Morganton. This section of the FFST co-aligns with the OVNHT along the Catawba River corridor.



FOREST STEWARDSHIP PLAN FOR THE OAK HILL COMMUNITY PARK AND FOREST (2021)

In January 2021, Foothills Conservancy developed a forest stewardship plan for Oak Hill Community Park and Forest. The plan maps and describes the general forest condition and sets forth management actions that will improve the forest based on the Conservancy’s objectives to develop a recreational trail system, enhance and restore native forest habitats, develop nature based education opportunities, and restore and enhance water quality.

2.3 NATURAL ENVIRONMENT

The natural environment at Oak Hill Community Park and Forest is typical of undeveloped forest land found in the Foothills region of North Carolina.

TOPOGRAPHY

The topography of the site is varied and elevations range from 1,260 feet on two prominent knobs located centrally in the property to 1,040 feet along Canoe Creek. Moderately rolling topography gives way to a wide level floodplain next to Canoe Creek. The site features two knobs, three prominent ridges, and slopes of varying aspects. West and southwest facing slopes dominate the property north of Canoe Creek and east facing slopes are found south of the creek.

HYDROLOGY AND FLOODPLAIN

Oak Hill Community Park and Forest features approximately 6,200 linear feet of Canoe Creek in the southwestern portion of the property. The floodplain varies in width from approximately 250 to 1,500 feet as the creek flows southeast to the Catawba River. Two small unnamed tributaries lead to Canoe Creek from the northern two-thirds of the property. Additional drainages can be found throughout the site.

VEGETATION

A majority of the vegetation on the site consists of multi-age deciduous and pine forests. A variety of tree types typical of the North Carolina Foothills including Oak, Hickory, Blackgum, Red Maple, Yellow Poplar, and White Pine are found throughout the property. Planted stands of Loblolly Pine are found in more accessible areas of the property next to old roads. Timber harvested by clearcutting has left openings of varying sizes within the forest. These areas appear to be regenerating naturally.

Agricultural fields located within the floodplain next to Canoe Creek are bordered by narrow strips of young forests along the riparian areas.

SOILS

According to the National Resource Conservation Service (NRCS), there are seven different soil types found within the site. Oak Hill Community Park and Forest is primarily comprised of soil types classified as Fairview Sandy Clay Loam (FaB2, FaC2, and FaD2) and Rhodhiss Sandy Loam (RhD and RhE). Generally speaking, these soils are located on moderate to steep slopes and classified as being moderately eroded and well drained.

Soil types classified as Colvard Sandy Loam (CvA) and Unison Fine Sandy Loam (UnB and UnC) are found within the floodplain near Canoe Creek and existing agricultural fields. These soils are occasionally flooded but well drained. Banister Loam (BaB), Hatboro Sandy Loam (HaA), and Arkaqua Loam (AaA) are found in limited amounts adjacent to the floodplain.



AGRICULTURAL FIELDS LIE IN THE FLOODPLAIN NEXT TO CANOE CREEK



CLEARCUTS LEAVE OPENINGS IN THE FOREST AND APPEAR TO BE REGENERATING NATURALLY

2.4 BUILT ENVIRONMENT

Oak Hill Community Park and Forest has limited development within its boundaries due to the previous agricultural and forestry use of the property.

PAVED ROADS AND ACCESS

NC Highway 126 serves as the southern boundary of the property for a short distance. There are four potential corridors that provide connections from Highway 126 to Oak Hill Community Park and Forest. The site briefly touches Watmill Road near its crossing of Canoe Creek on the west side of the property. A narrow corridor provides access to NC Highway 181 on the north side of the site.

DIRT ROADS

Three primary dirt and gravel roads provide access within the property. A majority of these roads are moderately eroded and in fair condition. One road serves as the northeastern boundary of the existing agricultural fields. The remaining two roads lead north to NC Highway 181.

UTILITIES

Power lines located on the southern boundary of the property extend along NC Highway 126. Additional power lines lead northeast from Hwy 126 across the agricultural fields and follow an existing dirt road to NC Highway 181. A sewer line follows along the length of Canoe Creek across the property.



DIRT ROADS PROVIDE ACCESS WITHIN THE PROPERTY



MOST OF THE DIRT ROADS ARE IN FAIR CONDITION



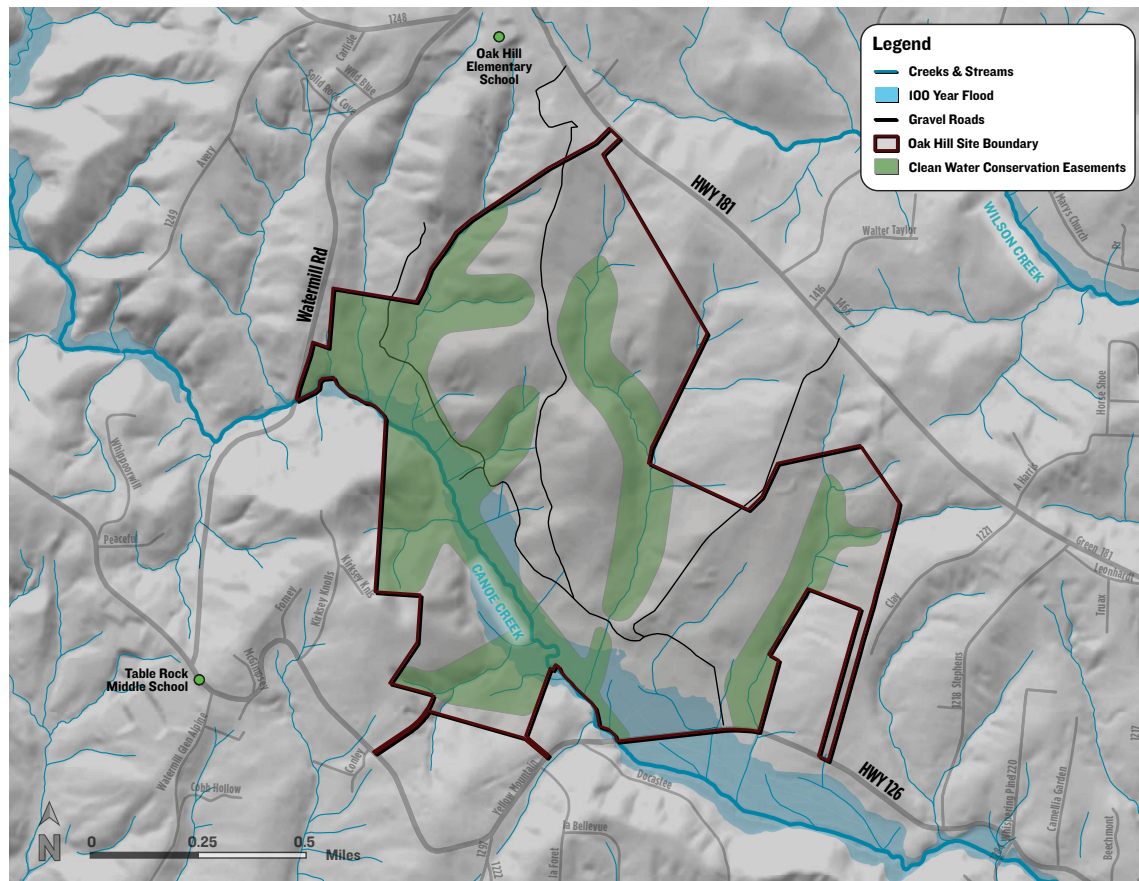
EXISTING SEWER LINE

2.5 DEED EASEMENTS, COVENANTS, AND RESTRICTIONS

Deed easements, covenants, and restrictions that address allowable activities and facilities were placed on the property by the NC Land and Water Fund and USDA Forest Service Community Forest Program as a condition of funding support for acquisition of the property.

EXHIBIT 02: CLEAN WATER CONSERVATION EASEMENTS

The Blue Ridge Mountains, Pisgah National Forest, Linville Gorge, the Catawba River, Lake James and South Mountains State Parks, and a number of local parks and trails give Burke County the name of “Nature’s Playground”. These natural resources provide abundant recreational opportunities for local residents and visitors to the region.







PUBLIC ENGAGEMENT & DRAFT PLAN

This chapter outlines citizen input obtained through the planning process which was led by a project oversight committee. The chapter presents an overview of feedback received from a recreational needs survey, project oversight committee meetings, and public input on the draft plan.

3.1 RECREATIONAL NEEDS SURVEY

3.2 PROJECT OVERSIGHT COMMITTEE MEETINGS

3.3 PUBLIC INPUT ON THE DRAFT PLAN

3.1 RECREATIONAL NEEDS SURVEY

Burke County administered a recreational needs survey in 2014 as part of the Burke County Comprehensive Parks and Recreation Master Plan process. A total of 714 surveys were returned representing approximately 2,185 residents.

A large number of survey respondents reported that they participated in hiking regularly. Fishing, picnicking, biking, and camping also ranked high in regular participation. Trails were ranked as the most important facilities that could be developed or improved in Burke County. Approximately 89% of respondents supported greenways/trails that would connect destination areas within the County, and 82% supported extending a greenway trail from Morganton to Lake James.

The project oversight committee and consultant team considered survey results when discussing facility and programming opportunities for Oak Hill Community Park and Forest.

“Trails were ranked as the most important facilities that could be developed or improved in Burke County.”

*Burke County, North Carolina
Comprehensive Parks and Recreation Master Plan, 2014-2034*



Rank in order of importance the top ten facilities that could be developed or improved in Burke County. (1 being your highest priority, 10 being your lowest). Please consider other members of your household as well.

Below are the number one choices made by survey respondents in order from greatest to least:

- 
- 
1. Greenway Trails (13.2 %)
 2. Jogging/Walking Trails (11.7%)
 3. Bike Trails (10.4%)
 4. Fitness Facility (Cardio/Strength) (10.4%)
 5. Hiking Trails (10.3%)
 6. Playgrounds (9.6%)
 7. Indoor Swimming Pool (9.3%)
 8. Fishing Opportunities (9.1%)
 9. Community Recreation Center (8.7%)
 10. Multi-Sport Complex (7.2%)

3.2 PROJECT OVERSIGHT COMMITTEE MEETINGS

The Project Oversight Committee (POC) provided input and direction on facility and programming opportunities and the project vision. The POC included Foothills Conservancy Staff and Board Members, local stakeholders, community members, and technical experts. Due to COVID-19 meeting restrictions, Foothills Conservancy staff, a limited number of committee members, and the project consultants attended POC meetings at FCNC offices. Other committee members joined virtually via Zoom.

DIRECTION-SETTING

NOVEMBER 5, 2020

The first POC meeting included a discussion to identify site constraints and brainstorm facility and programming opportunities.

KEY POINTS:

- » Educational programming is a priority.
- » Create an event space for community gatherings and activities.
- » Explore a variety of alternatives for community agriculture.
- » Provide hiking only and mountain bike trail opportunities.
- » Maintain existing openings on the highest points for views.
- » Consider a family-friendly “greenway” loop along Canoe Creek.

INITIAL PARK CONCEPTS

JANUARY 6, 2021

In order to further refine draft park design concepts, a small group provided focused feedback on initial park concepts.

KEY POINTS:

- » Concentrate development to minimize impact and promote management efficiency.
- » Keep existing agricultural land open and cultivated for future use.
- » Develop different activity nodes that will allow for simultaneous programming opportunities.
- » Consider drive-in and backpack camping options.
- » Create hiking only loop trail options.
- » Provide an outdoor classroom for educational programming.
- » Provide connectivity to the developing regional trail system through the Fonta Flora State Trail.

DRAFT MASTER PLAN PRESENTATION

APRIL 1, 2021

The final POC meeting included a review of park concepts presented to the public in the draft master plan. Public comments were also presented to the POC for consideration.

KEY POINTS:

- » Due to existing and planned facilities at other local parks, committee members decided interest in a pump track and disc golf course would be adequately served at other locations.
- » The POC supported the draft master plan as presented to the public.



DUE TO COVID 19 MEETING RESTRICTIONS, SOME POC MEMBERS JOINED MEETINGS VIRTUALLY VIA ZOOM

3.3 PUBLIC ENGAGEMENT AND DRAFT PLAN

Due to COVID-19 meeting restrictions, the consultant team presented the draft master plan recommendations to the public through an eight minute video posted on the Foothills Conservancy website. The video was available from March 8 - 26, 2021, and collected a total of 260 views. A form created in Google Sheets was also linked on the website and asked viewers to comment on the following key park elements:

- 1) Trail system
- 2) Camping area
- 3) Outdoor education area
- 4) Community event area
- 5) NC 126 access and trailhead
- 6) NC 181 access and trailhead
- 7) Agricultural area
- 8) Historic discovery area

A total of 57 viewers submitted comments. Many general comments expressed support for the draft master plan recommendations. A few comments provided input on materials, signage, management, and operations and included questions about adjoining property owner outreach and safety and traffic at both park entrances. Specific comments about the park program included requests for a pump track, disc golf, and camping. A full list of public comments can be found in Appendix C, p. XX.

"THANK YOU FOR THE OPPORTUNITY TO COMMENT. THIS PARK WILL BE A GREAT DESTINATION AND NATURAL PLAYGROUND FOR GENERATIONS TO COME, THANK YOU FOR PROTECTING IT."

"ALL OF THESE PROPOSED ELEMENTS SOUND GREAT TO ME! I REALIZE IT WILL BE A PROCESS AND NOT ALL HAPPEN AT ONCE."

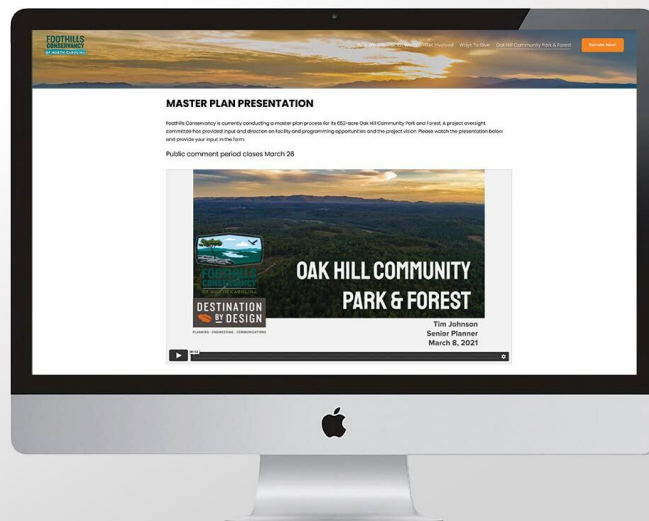
"THE PLAN LOOKS GREAT! I'M PARTICULARLY INTERESTED IN THE TRAILS, FOREST, AND AGRICULTURAL AREAS."



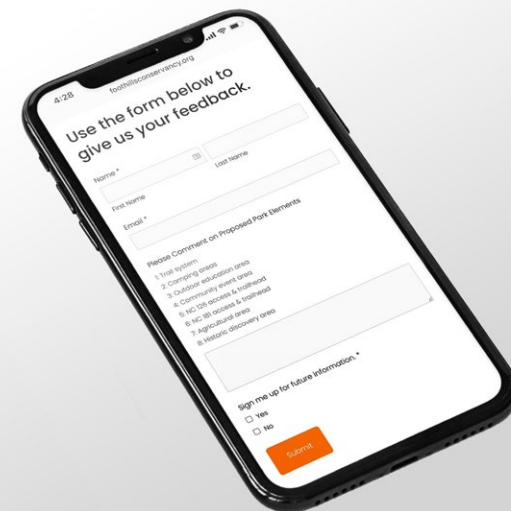
FOOTHILLS CONSERVANCY OF NC HOLDS A PUBLIC MEETING TO INFORM THE COMMUNITY ABOUT OAK HILL COMMUNITY PARK AND FOREST

“FOR ALL OWNERS OF PROPERTY ADJACENT TO THIS OAK HILL TRACT, THE DEVELOPMENT OF THE PARK IS A VERY BIG CHANGE, AND INTRODUCES LOTS OF CONCERN AND UNCERTAINTY. I BELIEVE THAT IT IS VERY IMPORTANT TO TRY TO MEET WITH EACH ADJACENT PROPERTY OWNER TO UNDERSTAND THEIR THOUGHTS AND CONCERNS.”

“I’M VERY EXCITED TO SEE THIS PROJECT COME TO LIFE, AND I’M PROUD OF EVERYONE WHO HAS BEEN WORKING ON THIS!”



A VIDEO ON THE FOOTHILLS CONSERVANCY WEBSITE PRESENTED DRAFT MASTER PLAN RECOMMENDATIONS.



AN ONLINE FORM WAS CREATED TO COLLECT COMMENTS





4

TRAIL CHARACTER

This chapter presents specific trail types, natural surface trail design and construction standards, and management recommendations to ensure the best user experience and minimize maintenance for the land manager.

4.1 TRAIL TYPES

4.2 SUSTAINABLE TRAIL DESIGN AND CONSTRUCTION

4.3 SUSTAINABLE TRAIL MAINTENANCE AND MANAGEMENT

4.1 TRAIL TYPES

Three primary trail types are proposed within Oak Hill Community Park and Forest: 1) typical greenway, 2) wetland walking paths with boardwalks, and 3) natural surface trails. Specific trail types are applied according to the trails's surrounding environment and desired user experience.

TYPICAL GREENWAY

The typical greenway is a 10-12 foot wide multi-use asphalt path with a 2-3 foot wide shoulder on each side. This trail type allows pedestrians and bikers and is typically constructed in flat and gradually sloped terrain.

WETLAND WALKING PATHS WITH BOARDWALK

Wetland walking paths are typically 3-4 feet wide natural surface trails. In some settings, these trails may be surfaced with stone screenings.

The boardwalk trail type is a 4-6 foot wide elevated pathway that is applied in frequently flooded areas and across wetlands and creek tributaries.

NATURAL SURFACE TRAILS

The natural surface trail type is a soil path that may vary in width depending on use and level of difficulty. These trails will be purpose-built for hiking or mountain biking use. This trail type should be constructed by cutting the full width of the trail tread into the hillside. Utilizing a full bench cut will maximize the long-term environmental sustainability of the trail.

Purpose-built trails are designed to provide the ideal experience for the specified user group. While hiking trails will be limited to hiking only, the mountain biking trails will allow both mountain biking and hiking use.

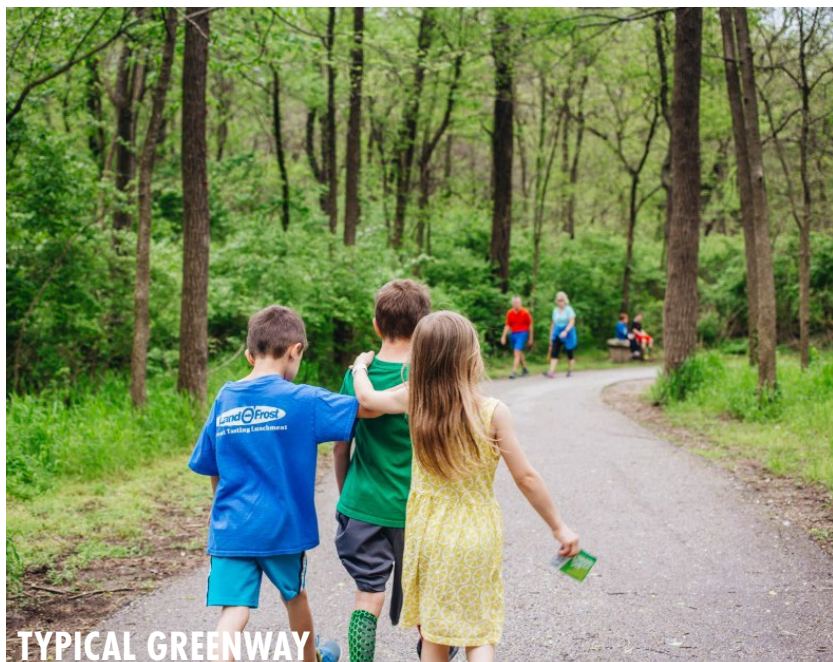
EXHIBIT 03: TRAIL TYPES



WETLAND WALKING PATHS WITH BOARDWALKS



NATURAL SURFACE MOUNTAIN BIKING TRAILS



TYPICAL GREENWAY



NATURAL SURFACE HIKING TRAILS

4.2 SUSTAINABLE TRAIL DESIGN AND CONSTRUCTION

Natural surface trails must be designed and constructed to minimize erosion and ongoing maintenance, while providing an exceptional user experience. The trail design should utilize the five essential elements of sustainable trails as outlined in the International Mountain Bicycling Association's (IMBA) publication "Trail Solutions". These elements enhance the environmental sustainability of the trail tread while minimizing required maintenance on trails for all users.

FIVE ESSENTIAL ELEMENTS OF SUSTAINABLE TRAILS

1. THE HALF RULE

A trail's grade or steepness shouldn't exceed half the grade of the hillside or sideslope that the trail traverses. Water will flow down the trail rather than run across it if this design element isn't utilized.

2. THE TEN PERCENT AVERAGE GUIDELINE

An average trail grade of 10% or less is considered sustainable. The length of trail sections that exceed 10% should be minimized.

3. MAXIMUM SUSTAINABLE TRAIL GRADES

Maximum grade is the steepest portion of a trail that is more than approximately 10 feet in length. Several factors should be considered when determining the maximum sustainable trail grade which include:

- » Half Rule
- » Soil Types
- » Rock
- » Annual Rainfall Amount
- » Grade Reversals
- » Type of Users
- » Number of Users
- » Difficulty Level

4. GRADE REVERSALS

A grade reversal is a point where an ascending trail changes direction or descends subtly for 10 to 50 linear feet before ascending again. This change in grade allows for water to flow off the trail tread.

5. OUTSLOPE

Outslope allows water to sheet flow across the trail instead of channeling down its center



VOLUNTEERS CONDUCTING TRAIL MAINTENANCE

4.3 SUSTAINABLE TRAIL MAINTENANCE AND MANAGEMENT

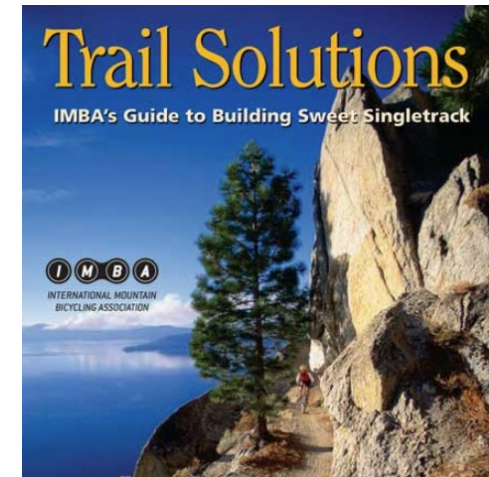
Trail maintenance is critical to provide for and sustain the trail users' experience. In order to keep sustainable trails safe and functional, the land manager should conduct maintenance on a regular and consistent basis. Although the level of maintenance required for trails may vary based on a variety of factors, typical maintenance requirements for sustainably designed and constructed natural surface trails primarily focus on ensuring that the trail corridor is clear and the trail tread is draining water off the trail with minimal impact.

Frequency of required maintenance on sustainably designed natural surface trails may depend on terrain, soil types, vegetative cover, slope aspect or direction, rock, rainfall, trail grade or steepness, trail user type, and number of users. During the first year after trail construction, frequent maintenance may be required until freshly exposed soils on the trail tread stabilize. Once stabilization is complete, a more typical maintenance schedule may be followed.

Closing natural surface trails when the trail tread is wet will help reduce maintenance needs. Wet weather closure will minimize the amount of soil loosened by trail users and subsequent damage to the trail tread. While closing natural surface sustainable trails may result in an undesired public reaction, staff and users will gain a general understanding of when and how long wet weather closure is warranted over time.

EXHIBIT O4: IMBA'S GUIDE TO BUILDING SWEET SINGLETRACK

The International Mountain Bicycling Association's (IMBA) Trail Solutions serves as a guide for sustainable trail design and construction. While the book emphasizes mountain bike trails, the trailbuilding concepts and management strategies it presents benefit trails for all users. Water and erosion are two of the most significant impacts to natural surface trails. Trail Solutions addresses how to minimize the volume and velocity of water on the trail tread to increase the environmental sustainability of all trails.



“Closing wet trails may be unpopular with some trail users, but over time, staff and users will gain a general understanding of when and how long wet weather closure is necessary.”





RECOMMENDATIONS & FINAL MASTER PLAN

This chapter features the final Oak Hill Community Park and Forest Master Plan, as well as a description of all programmatic and physical elements. The plan recommendations are organized according to three planning areas that highlight distinct recreational and educational opportunities within the park. Collectively, the Oak Hill Community Park and Forest vision is realized: develop a destination-quality regional park that provides opportunities for outdoor recreation, nature-based education, forest restoration and stewardship, archeological and historical exploration, and agriculture.

5.1 MASTER PLAN PROGRAM AND PHYSICAL NEEDS

5.2 COMMUNITY FOREST AND RECREATIONAL TRAIL SYSTEM PLANNING AREA

5.3 PRIMARY DEVELOPMENT AREA

5.4 HWY 181 TRAILHEAD PLANNING AREA

5.1 FINAL MASTER PLAN PROGRAM AND PHYSICAL NEEDS

The Oak Hill Community Park and Forest Master Plan is organized into three planning areas: A) community forest and recreational trail system, B) primary development area, and C) Hwy 181 trailhead. This section provides an overview of the recommended program and physical needs associated with each area.

PLANNING AREA A: COMMUNITY FOREST AND RECREATIONAL TRAIL SYSTEM

Oak Hill Community Park and Forest will be a destination-quality regional park that features two primary access areas and trailheads, an extensive hiking and mountain bike trail system, education center, event center, and agricultural fields.

PLANNING AREA B: PRIMARY DEVELOPMENT AREA

Oak Hill Community Park and Forest will be a destination-quality regional park that features two primary access areas and trailheads, an extensive hiking and mountain bike trail system, education center, event center, and agricultural fields.

PLANNING AREA C: HWY 181 TRAILHEAD

Oak Hill Community Park and Forest will be a destination-quality regional park that features two primary access areas and trailheads, an extensive hiking and mountain bike trail system, education center, event center, and agricultural fields.

EXHIBIT 05: PLANNING AREAS

The park master plan is organized into three distinct planning areas. The subsequent pages provide an overview of programming and physical needs associated with each section.



**HIGHWAY 181
TRAILHEAD**

**COMMUNITY FOREST AND
RECREATIONAL TRAIL SYSTEM**

**PRIMARY DEVELOPMENT
AREA**

Watmill Rd

State Hwy 181

Garage Creek

State Hwy 126

State Hwy 126



0 0.25 0.5 Miles

5.2 COMMUNITY FOREST AND RECREATIONAL TRAIL SYSTEM PLANNING AREA

The Oak Hill Community Forest and Recreational Trail System planning area represents a majority of the property and provides a broad canvas for outdoor education and recreation. Key features identified in this planning area include the recreational trail system, forest management, succession, and reforestation areas, backpack camping area, and a viewing platform.

RECREATIONAL TRAIL SYSTEM

The recreational trail system offers a variety of trail experiences for hikers and mountain bikers. The trail system will offer a total of approximately 25 miles of natural surface trails purpose-built to provide the ideal experience for the specified user group. Approximately 18 miles of trail will be designed and constructed for beginner, intermediate, and advanced mountain bike users and allow hiker use. Approximately seven miles of trail will be designated as hiking only.

FOREST MANAGEMENT, SUCCESSION, AND REFORESTATION AREAS

The entire forest will be actively managed as outlined in the Forest Stewardship Plan and serve as an educational tool. Areas that were recently clearcut will offer prime examples of forest succession and reforestation.

VIEWING PLATFORM

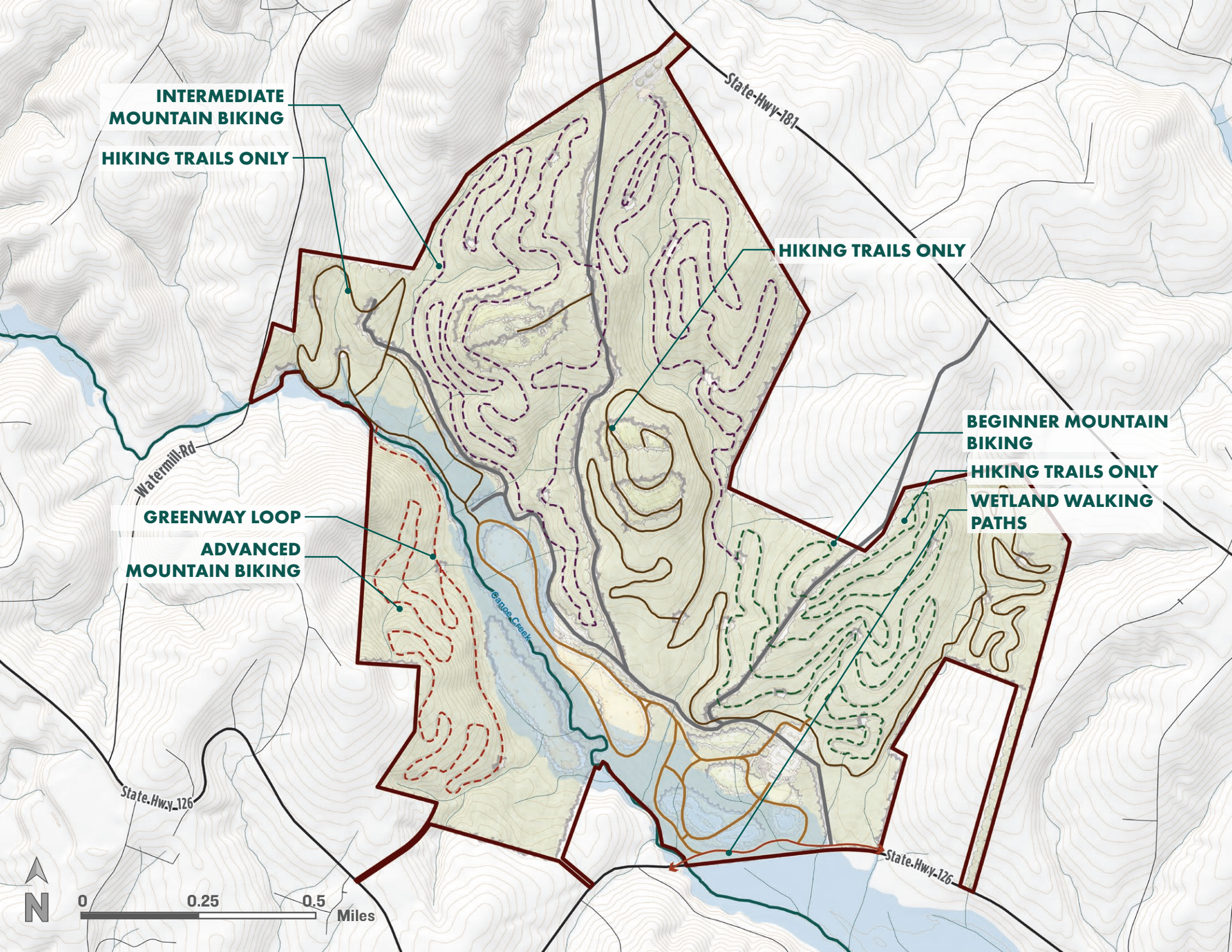
A large wooden viewing platform is centrally located on the highest knob in the park. This platform will provide exceptional views to the north and west and be accessed by a hiking only trail.

BACKPACK CAMPING AREA

A backpack camping area is located near the top of the westernmost knob on the site. A recently clearcut area will provide views to the north, west, and south. The camping area can allow for low impact dispersed campsites or use may be concentrated on campsites designated with signage and/or camping platforms.

EXHIBIT 06: COMMUNITY FOREST AND RECREATIONAL TRAIL SYSTEM PRECEDENT IMAGES





**INTERMEDIATE
MOUNTAIN BIKING**

HIKING TRAILS ONLY

HIKING TRAILS ONLY

**BEGINNER MOUNTAIN
BIKING**

HIKING TRAILS ONLY

**WETLAND WALKING
PATHS**

GREENWAY LOOP

**ADVANCED
MOUNTAIN BIKING**

Watmill Rd

Garage Creek

State Hwy-126

State Hwy-126



0

0.25

0.5

Miles

5.3 PRIMARY DEVELOPMENT PLANNING AREA

The primary development area is located on the south side of Oak Hill Community Park and Forest and accessed by Highway 126. The area is bordered by Canoe Creek on the south and the community forest to the north. The primary development area is further divided into two sub-areas: 1) main trailhead and education center and 2) community event center and agricultural areas.

MAIN TRAILHEAD AND EDUCATION CENTER

The main trailhead and education center serves as the primary access to Oak Hill Community Park and Forest. It provides access to the recreational trail system and educational programming elements. This area includes the following key features: entrance road and main trailhead, education center and outdoor classroom, natural playground, wetland walking paths and boardwalks, historical discovery area, and Fonta Flora State Trail.

ENTRANCE ROAD AND MAIN TRAILHEAD

The park entrance road is located off Highway 126 and provides access to the primary development area. The main trailhead and education center parking areas provide 180 typical spaces. This area will serve as the primary trailhead for the recreational trail system.

EDUCATION CENTER AND OUTDOOR CLASSROOM

The education center provides indoor classroom space, meeting rooms, and restrooms. An outdoor classroom space is located just outside the center.

NATURAL PLAYGROUND

The natural playground uses large boulders, natural logs, and varied topography to offer visitors engaging play structures and sensory experiences that resonate with the surrounding natural landscape.

WETLAND WALKING PATHS AND BOARDWALKS

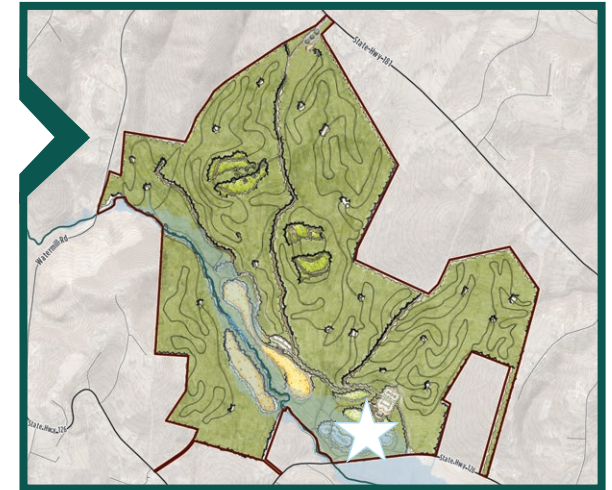
Stone screening surfaced paths offer a variety of options to explore the wetlands restoration area south of the education center. Boardwalks cross areas that are too wet to construct natural surface trails across.

HISTORICAL DISCOVERY AREA

The historical discovery area provides opportunities to learn about archeology and explore the cultural history of the site.

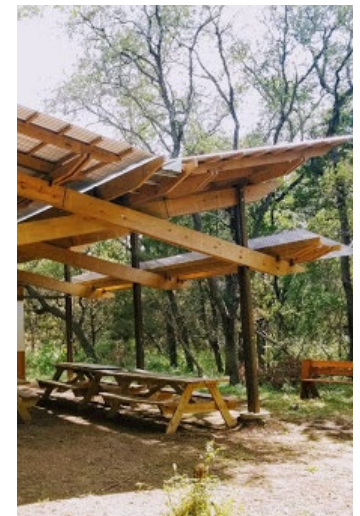
FONTA FLORA STATE TRAIL

The Fonta Flora State Trail is located along the southern boundary of the property just north of Highway 126.



MAP 03: MAIN TRAILHEAD AND EDUCATION CENTER

EXHIBIT 07: MAIN TRAILHEAD AND EDUCATION CENTER PRECEDENT IMAGES





OUTDOOR CLASSROOM

MAIN TRAILHEAD

EDUCATION CENTER

NATURAL PLAYGROUND

**FONTA FLORA
STATE TRAIL**

**HISTORICAL
DISCOVERY AREA**

**WETLAND
WALKING PATHS**

State Hwy 126

0 0.25 Miles



COMMUNITY EVENT CENTER AND AGRICULTURAL AREAS

The community event center and agricultural areas are separated from the main trailhead and education center to minimize operational challenges and maximize management efficiency. This area provides facilities that may not be open or available to the general public at all times. The area includes the following key features: community event center, agricultural areas, greenway loop, and a trail connection to the main trailhead and education center..

COMMUNITY EVENT CENTER

The community event center provides a flexible multi-purpose space with indoor and outdoor options for group gatherings. It provides expansive views of the agricultural fields and Canoe Creek. A parking area with 64 typical spaces serves the community event center.

AGRICULTURAL AREAS

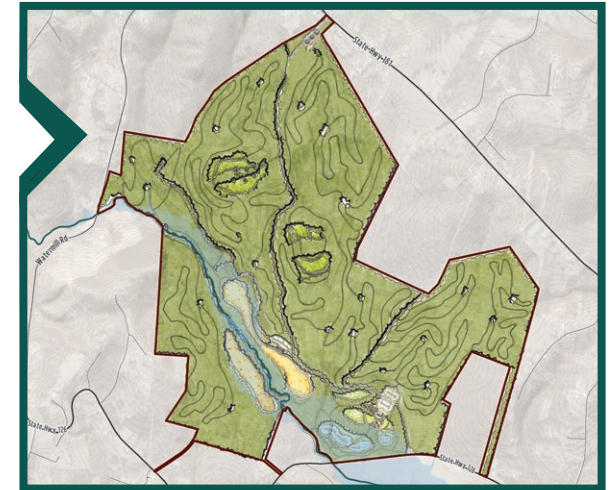
The agricultural areas are located within the greenway loop and between the community event center and Canoe Creek. These areas may be utilized by local farmers, businesses, or for community agriculture.

GREENWAY LOOP

The asphalt greenway loop is approximately one mile in length and encircles the agricultural fields.

TRAIL CONNECTION TO MAIN TRAILHEAD AND EDUCATION CENTER

A natural surface or stone screening surfaced path connects visitors to the main trailhead and education center



MAP 04: COMMUNITY EVENT CENTER AND AGRICULTURAL AREAS

EXHIBIT 08: COMMUNITY EVENT CENTER AND AGRICULTURAL AREAS PRECEDENT IMAGES





AGRICULTURAL AREAS

COMMUNITY EVENT CENTER

TRAIL CONNECTION TO MAIN TRAILHEAD AND EDUCATION CENTER

GREENWAY LOOP

Canoe Creek



0 0.25 Miles

5.4 HWY 181 TRAILHEAD PLANNING AREA

The Highway 181 trailhead provides access to Oak Hill Community Park and Forest from the north side of the property. It provides direct access to the recreational trail system. The trailhead includes the following amenities: kiosk and trail access, picnic shelter, restrooms, parking, and a primitive drive-in campground. It also provides Foothills Conservancy staff access to a gravel road that connects to the south side of the property.

KIOSK AND TRAIL ACCESS

The trailhead provides an informational kiosk and direct access to the intermediate mountain bike trails. Trail system access is located between the picnic shelter and restrooms.

PICNIC SHELTER

Visitors can easily access a small picnic shelter located between the campground and trail kiosk.

RESTROOMS

A two vault restroom is located near the trail access and kiosk. It serves trail users and campground visitors.

PARKING

The trailhead provides 60 typical and two bus parking spaces. Angled parking allows for one way circulation and a drop-off loop provides access to the drive-in campground, picnic shelter, trails, and restroom.

DRIVE-IN CAMPGROUND

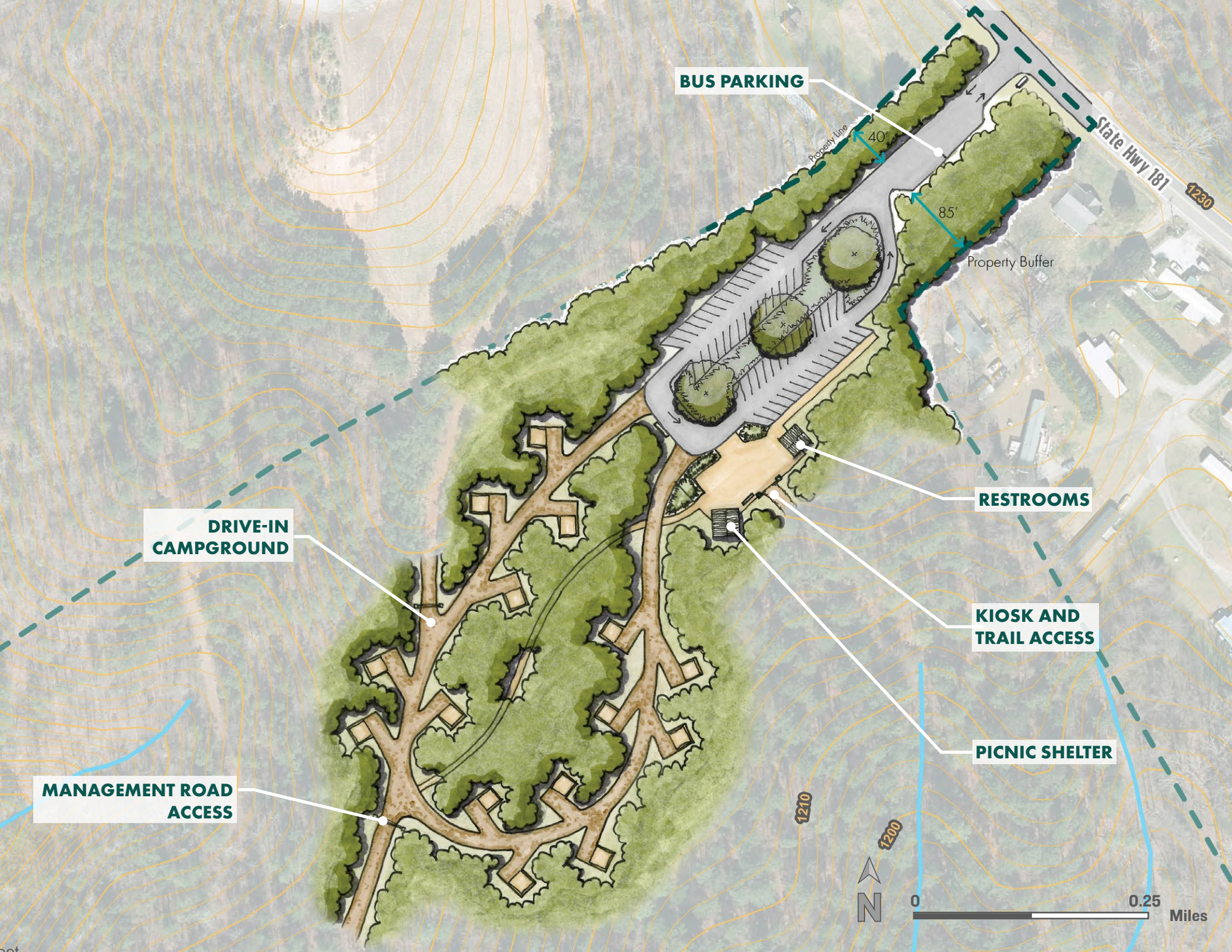
The primitive campground is located at the southwestern end of the parking area and includes 15 campsites with limited facilities.



MAP 05: HWY 181 TRAILHEAD

EXHIBIT 09: HWY 181 TRAILHEAD PRECEDENT IMAGES





BUS PARKING

Property Line

40'

85'

Property Buffer

State Hwy 181

1230

RESTROOMS

KIOSK AND TRAIL ACCESS

PICNIC SHELTER

DRIVE-IN CAMPGROUND

MANAGEMENT ROAD ACCESS

1210

1200

N

0

0.25

Miles





IMPLEMENTATION

The Oak Hill Community Park and Forest Master Plan presents a vision for development of ??????. This chapter presents general implementation recommendations and highlights grant funding partners. It also presents a summary of recommendations and estimate of probable costs, and prioritization strategy.

6.1 GENERAL IMPLEMENTATION RECOMMENDATIONS AND GRANT FUNDING

6.2 PRIORITIZATION

6.2 PHYSICAL NEEDS SUMMARY AND ESTIMATE OF PROBABLE COSTS

6.1 GENERAL IMPLEMENTATION RECOMMENDATIONS AND GRANT FUNDING

A specific grant procurement strategy will depend on the Foothills Conservancy’s ability to secure grants and matching funds. Often grants can be leveraged “against each other,” creating a matching funds source without the contribution of any local dollars. Oak Hill Community Park and Forest will compete well among the potential grant funding sources listed in Exhibit 11 due to the variety of recreational facilities offered at the park. Also, efforts should be made to continue to secure private funds from donors with an interest in the project.

This document was prepared according to standards developed by the NC Parks and Recreation Trust Fund (PARTF), and this grant source should anchor any grant procurement strategy developed by the Conservancy.

EXHIBIT 10: POTENTIAL GRANT FUNDING RESOURCES				
Partnership Funding Agency	Bandera Farms Implications	Maximum Amount	Matching Funds Required	Deadlines
Parks and Recreation Trust Fund (PARTF)	All types of parks, trails, and recreation facilities	\$500,000	50%	Early May
Recreational Trails Program (RTP)	All types of trails, greenways, and paddle access areas	\$150,000	25%	Early August
People for Bikes Community Grant	Bike Trails and Greenways	\$10,000	50%	Spring/Fall
Water Resources Development Grant Program	Greenways, boardwalks, and water access areas	Varies	50%	Late December/June
NC Land and Water Fund Formerly Clean Water Management Trust Fund (CWMTF)	Stream restoration, enhancement, or stabilization	Varies	Varies	Early February

6.2 PRIORITIZATION

Recreational elements that offer immediate access to Oak Hill Community Park and Forest should be the foremost implementation priority. They will provide community members and visitors with recreational opportunities that will expand as additional funding is secured.

Project priority is determined by the following implementation timeline: Short-term priority (0-5 years); Mid-term priority (6-10 years); and Long-term (11-15 years).

SHORT-TERM PRIORITY

The Oak Hill Community Park and Forest entrance road and main trailhead will provide visitors and staff with access to the property from Highway 126. Initially, the main trailhead parking can accommodate approximately 60 cars and offer access to the approximately five mile beginner mountain bike trail. The viewing platform and hiking only trail that accesses it will provide visitors with views of the entire property.

MID-TERM PRIORITY

The Highway 181 trailhead provides access from the north side of the site and will provide direct access to the recreational trail system. The intermediate mountain bike and hiking only trails increase access to the interior of the property and expand the recreational trail system. The community event center provides a formal gathering area for groups and the greenway loop offers a recreational opportunity for visitors of all ages and abilities. Backpack camping will offer an overnight option for visitors that desire to stay at the park.

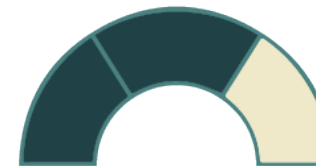
LONG-TERM PRIORITY

The education center and associated amenities offer schools and other organized groups formal space for educational activities at Oak Hill Community Park and Forest. The primitive drive-in campground provides an additional recreational opportunity on the north side of the property. The advanced mountain bike trails complete the recreational trail system and offer mountain bikers a variety of trail experiences and difficulty levels.

SHORT-TERM 0-5 YEARS



MID-TERM 6-10 YEARS



LONG-TERM 11-15 YEARS



6.3 PHYSICAL NEEDS SUMMARY AND ESTIMATE OF PROBABLE COSTS

Each implementation phase reflects the overall organization of the master plan and planning areas: 1) Community Forest and Recreational Trail System, 2) Primary Development Area, and 3) Hwy 181 Trailhead. The proposed elements for each planning area are summarized separately for phased implementation.

If Bandera Farms cannot be developed at once, the park should be phased accordingly: 1) Greenway and Equestrian Trailheads and Natural Surface Trail System and 2) Piedmont Greenway.

EXHIBIT 11: ESTIMATE OF PROBABLE COSTS

Primary Development Area

Item	Unit	Quantity	Unit Cost	Total Cost
Main Trailhead and Education Center				
Site Prep & Erosion Control	LS	1	\$100,000	\$100,000
Entrance Road and Parking Area - Asphalt	LS	1		\$902,610
Education Center	SF	3000	\$375	\$1,125,000
Outdoor Classroom	LS	1	\$50,000	\$50,000
Restrooms	LS	1	\$200,000	\$200,000
Signage/Site Furnishings	LS	1	\$50,000	\$50,000
Shade Structures	LS	1	\$160,000	\$160,000
Natural Playground	LS	1	\$150,000	\$150,000
Historical Discovery Area	LS	1	\$30,000	\$30,000
Plaza/Sidewalks	SF	27900	\$15	\$418,500
Landscaping	LS	1	\$50,000	\$50,000
Wetlands	LS	1	\$50,000	\$50,000
			Subtotal	\$3,286,110
Survey, Engineering, Permitting (20%)				\$657,222
Construction Management (3%)				\$98,583
Contingency (5%)				\$164,306
			Total	\$4,206,221

Community Event Center and Agricultural Area

Site Prep & Erosion Control	LS	1	\$50,000	\$50,000
Community Event Center	SF	2650	\$375	\$993,750
Signage/Site Furnishings	LS	1	\$50,000	\$50,000
Access Road and Parking Areas - Gravel	LS	1	.	\$479,120
Plaza/Stairs	SF	6830	\$15	\$102,450
Landscaping	LS	1	\$50,000	\$50,000
			Subtotal	\$1,725,320
Survey, Engineering, Permitting (20%)				\$345,064
Construction Management (3%)				\$51,760
Contingency (5%)				\$86,266
			Total	\$2,208,410

EXHIBIT 11: ESTIMATE OF PROBABLE COSTS

HWY 181 Trailhead

Item	Unit	Quantity	Unit Cost	Total Cost
Site Prep & Erosion Control	LS	1	\$100,000	\$100,000
Restroom	LS	1	\$75,000	\$75,000
Access Road and Parking Areas - Asphalt	LS	1		\$144,765
Signage/Site Furnishings	LS	1	\$30,000	\$30,000
Picnic Shelter	LS	1	\$50,000	\$50,000
Plaza	SF	6960	\$15	\$104,400
Landscaping	LS	1	\$30,000	\$30,000
Maintenance Access Road	LF	345	\$125	\$43,125
Campsites	LS	15	\$1,000	\$15,000
Loop Road Addition	LF	665	\$125	\$83,125
			Subtotal	\$675,415
Survey, Engineering, Permitting (20%)				\$135,083
Construction Management (3%)				\$20,262
Contingency (5%)				\$33,771
			Total	\$864,531

Community Forest and Recreational Trail System

Item	Unit	Quantity	Unit Cost	Total Cost
Trail System				
Beginner Mountain Biking	LF	23,657	\$8	\$189,256
Intermediate Mountain Biking	LF	51,900	\$8	\$415,200
Advanced Mountain Biking	LF	12,911	\$8	\$103,288
Hiking Only	LF	34,785	\$8	\$278,280
Greenway	LF	5,280	\$125	\$660,000
Wetland Walking Paths	LF	5,825	\$30	\$174,750
Boardwalks	LF	200	\$150	\$30,000
Backcountry/Dispersed Camping	LS	1	\$15,000	\$15,000
Viewing Platform	LS	1	\$30,000	\$30,000
			Subtotal	\$1,895,774
Survey, Engineering, Permitting (20%)				\$379,155
Construction Management (3%)				\$56,873
Contingency (5%)				\$94,789
			Total	\$2,426,591

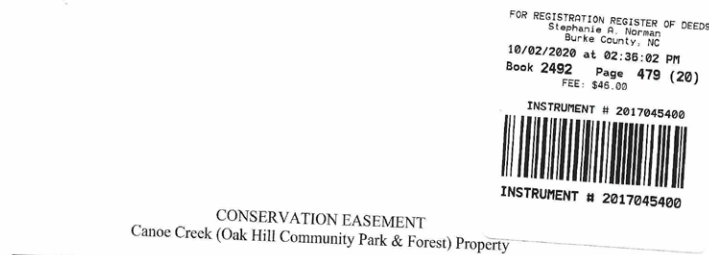




APPENDIX

- A. CONSERVATION EASEMENT
- B. DECLARATION OF RESTRICTED COVENANTS: CFP
- C. DECLARATION OF RESTRICTED COVENANTS: NC LWF
- D. GENERAL TRAILWORK SPECIFICATIONS AND TRAIL STANDARDS
- E. PUBLIC COMMENTS

A. CONSERVATION EASEMENT



Prepared by: Foothills Conservancy of North Carolina, Inc. and North Carolina Land and Water Fund

After Recording Return to: Foothills Conservancy, P.O. Box 3023, Morganton, NC 28680

NORTH CAROLINA
Portion of Tax Parcel Nos. 1784357601 & 1784424119

BURKE COUNTY
NCLWF No. 2019-018

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made, given, granted, and executed on this the 02 day of September 2020 by and between Foothills Conservancy of North Carolina, Inc., a nonprofit corporation organized and existing under the laws of the State of North Carolina ("Grantor"), its address being: P.O. Box 3023, Morganton, NC 28680, and the STATE OF NORTH CAROLINA ("Grantee" or "State"), its address being: Attn: NCLWF Real Property Agent, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321, acting by and through NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND a.k.a. NORTH CAROLINA LAND AND WATER FUND, a division of the North Carolina Department of Natural and Cultural Resources ("Fund"), its address being: Attn: Contract Administrator, North Carolina Land and Water Fund, 1651 Mail Service Center, Raleigh, North Carolina 27699-1651. Grantor and Grantee may hereinafter be referred to collectively as the "Parties."

RECITALS & CONSERVATION PURPOSES

A. Grantor owns in fee simple absolute certain real property lying and being in Quaker Meadows Township, Burke County, North Carolina, which consists of 651.95 acres, and which is more particularly described in "Exhibit A" which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Property").

B. Grantor is a nonprofit organization whose primary purpose is the conservation, preservation, or restoration of North Carolina's cultural, historical, environmental, or natural resources.

C. The State has enacted the Conservation and Historic Preservation Agreements Act, Chapter 121, Article 4 of the North Carolina General Statutes ("N.C.G.S."), which provides for the enforceability of restrictions, easements, covenants, and conditions "appropriate to retaining land or water areas predominantly in their natural, scenic or open condition"

D. The North Carolina Clean Water Management Trust Fund a.k.a. North Carolina Land and Water Fund is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41 to acquire land and interests in land on behalf of the State:

- for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses,
- for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs,
- to provide buffers around military bases to protect the military mission,
- that represent the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes, and
- that contribute to the development of a balanced State program of historic properties.

E. Grantor and Grantee have agreed to set aside three (3) areas of the Property for the purpose of creating a conservation easement. The three areas are a 185.13-acre area, a 59.72-acre area, and a 33.41-acre area. These three areas are hereinafter collectively referred to as the "Easement Area." The Easement Area is 278.26 acres in total. The Easement Area is described in "Exhibit B" which is attached hereto and incorporated herein by reference as if fully set forth herein.

The Easement Area has the following conservation values and serves the following conservation purposes:

- to preserve, enhance, restore, and maintain the natural features and resources of the riparian buffer, to control runoff of sediment, and to improve and maintain the water quality, of portions of Canoe Creek and its tributaries,
- to preserve and maintain the natural features and resources of the riparian buffer, and to provide environmental, educational, and recreational uses, including riparian greenway along portions of Canoe Creek and its tributaries,
- to protect and preserve the ecological diversity including natural features such as Canoe Creek and tributaries thereto and associated aquatic, riparian, and terrestrial habitats for recreational, scientific, educational, cultural, and aesthetic purposes, and

- to preserve and protect the natural and cultural features of the Easement Area located next to the National Park Service's Overmountain Victory National Historic Trail, to develop a balanced State program of historic properties.

Moreover, Grantor and Grantee recognize that the Easement Area has other conservation values and purposes, including fish and wildlife conservation, open space values, and scenic values (hereinafter, collectively with the conservation values described in this **Section E** of the Recitals and the conservation purposes of this Conservation Easement, the "**Conservation Values**").

F. Grantor has received or will receive a grant from Fund in accordance with Grant Contract No. 2019-018 between Grantor and Fund dated February 4, 2020 (the "**Grant Contract**"). In the Grant Contract, Grantor agreed to enter into this Conservation Easement. The terms and conditions of the Grant Contract are incorporated herein by reference as if fully set forth herein. The Grant Contract is on file and available for public inspection in the offices of Grantor and Fund. The Grant Contract and this Conservation Easement are collectively referred to herein as the "**Project**."

G. Grantor and Grantee acknowledge that the Easement Area is currently unencumbered except as permitted in **Article V** of this Conservation Easement. The Easement Area's characteristics, its current use, and its state of improvement are described in a Baseline Documentation Report (the "**BDR**"), which is incorporated into the Grant Contract and is on file and available for public inspection in the offices of Grantor and Fund. The Parties acknowledge that the BDR is the appropriate basis for monitoring compliance with the objectives of preserving the Conservation Values and that it is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the condition of the Easement Area at the time of the execution of this Conservation Easement if there is a controversy over such condition.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor hereby unconditionally and irrevocably gives, grants, and conveys forever and in perpetuity to Grantee, its successors and assigns, and Grantee hereby accepts, this Conservation Easement of the nature and character and to the extent hereinafter set forth in, on, over, under, through, above, and across the Easement Area, together with the right and easement to preserve and protect the Conservation Values.

The purpose of this Conservation Easement is to protect and preserve the Conservation Values as outlined above in **Section E** of the Recitals including the conservation purposes and it shall be so held, maintained, and used therefor. Grantor hereby conveys to Grantee all development rights that are now or hereafter allocated to, or are implied or inherent in, the Easement Area, and the Parties agree that such rights are terminated and extinguished, and may not be used on or transmitted to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property. It is the further purpose of this Conservation Easement to prevent any use of the Easement Area that will impair or interfere with the preservation of the Conservation Values. Grantor intends that this Conservation Easement will

restrict the use of the Easement Area to such activities as are consistent with the Conservation Values.

FURTHER, for the purpose of providing uninterrupted access to the Easement Area, Grantor grants and conveys unto Grantee, its successors and assigns, a perpetual right of ingress, egress, and regress to and from the Easement Area (1) across the Property, (2) in those two certain forty (40) foot wide Access Easements shown on the Plat identified in **Exhibit A** as providing access to NC Highway 126, (3) in any right-of-way appurtenant to the Property, and (4) across any other lands owned by Grantor

ARTICLE I. DURATION OF EASEMENT

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

ARTICLE II. RIGHTS RESERVED TO GRANTOR

Grantor reserves the right accruing from the fee simple ownership of the Property to engage in or permit others to engage in the uses of the Easement Area that are specifically reserved by this **Article II**. All other uses of and activities on the Easement Area are prohibited. All rights specifically reserved by Grantor are reserved for Grantor and its successors and assigns and are considered to be consistent with this Conservation Easement and the Conservation Values. The Parties acknowledge and agree that they have no right to agree to any activity that would result in the termination of this Conservation Easement.

The Easement Area shall be restricted from any development or usage that would impair or interfere with the Conservation Values including the purposes of this Conservation Easement. The following uses are reserved as indicated:

A. **Public Access and Use.** Grantor reserves the right to allow public access and use of the Easement Area for the purposes of the public activities permitted herein.

B. **Passive Recreational Use.** Grantor reserves the right to engage in and to permit others to engage in passive recreational uses of the Easement Area that do not require surface alteration of the land and pose no threat to the Conservation Values. By way of illustration, such passive recreational uses may include hiking, walking, scientific study, animal/plant observation, nature and environmental education, historic tours, photography, so long as such uses are consistent with the maintenance of the Conservation Values, and such uses are subject to all applicable federal, state, and local laws and regulations.

C. **Active Recreational Use.** Grantor reserves the right to engage in and to permit others to engage in non-motorized bicycling, Canoe Creek paddling, and primitive camping on

A. CONSERVATION EASEMENT

the Easement Area, so long as such uses are consistent with the maintenance of the Conservation Values, and such uses are subject to all applicable federal, state, and local laws and regulations.

D. Existing Roads and Trails. Grantor reserves the right to maintain existing unpaved roads and trails in the Easement Area. These roads and trails shall not be paved without prior written approval of Fund. The existing roads and trails may be stabilized with gravel and permanent vegetation. Associated ditches, culverts, stream crossings, and bridges may be maintained and replaced as necessary as maintenance of the roads or trails. All necessary care shall be taken to maintain existing roads and trails in a manner so as not to impair any Conservation Values. Existing roads shall not be realigned without the prior written consent of the Fund.

E. New Road. Grantor reserves the right to construct a new unpaved road, not to exceed fifty (50) feet in width, in the area depicted in **Exhibit C**, which is attached hereto and incorporated herein by reference as if fully set forth herein, to establish commercial access to NC Highway 126, with prior written approval of Fund. Associated ditches, culverts, stream crossings, and bridges may be constructed, maintained, and replaced as necessary as maintenance of the road. This road may be stabilized with gravel and permanent vegetation, or may be paved with prior written approval of Fund. The new unpaved road shall not be realigned without the prior written approval of the Fund.

F. Motorized Vehicles. Grantor reserves the right to use motorized vehicles on allowed roads and trails, exclusively for management, maintenance, or stewardship purposes.

G. New Trails. Grantor reserves the right to construct and maintain new natural surface trails for the purpose of hiking and non-motorized biking. Grantor further reserves the right to pave trails for non-motorized recreational purposes. All trails must be located a minimum distance of fifty (50) feet from the top of the bank of all surface water, unless such locations are physically impracticable, and must be located so as not to impair the Conservation Values. All trail construction involving soil disturbance must follow best practices for sustainable trail design and construction and must have prior written approval by Fund. When required by the terrain, trails may include boardwalks, ramps, and handrails to the extent necessary. Trails may include stream crossings up to ten (10) feet wide, provided they are permitted by all applicable regulatory authorities. All necessary care shall be taken to construct and maintain trails in a manner so as not to impair any Conservation Values either during or after construction. The Fund shall have the authority to require the closure of any trail that is detrimental to any Conservation Values. All realignments of trails are subject to the requirements of this Paragraph.

H. Trail and Recreational Accessories. Grantor may construct and maintain park benches, litter receptacles, and directional, educational, and informational signs along existing trails and approved new trails. Grantor further reserves the right to construct and maintain two paddling access sites ("Put-in"/"Take-outs"), which may be located on the banks of surface water if allowed and approved by all applicable regulatory authorities. All necessary care shall be taken to construct and maintain trail and recreational accessories in a manner so as not to impair any Conservation Values either during or after construction. Fund shall have the

authority to require the removal of any trail or recreational accessory that is detrimental to any Conservation Values.

I. Vegetation Management. Grantor reserves the right to manage vegetation for boundary marking, fencing, signage, fire containment, disease control, invasive exotic plant control, and removal of conditions that threaten life or property. Methods of vegetation management may include, but are not limited to, selective cutting, prescribed burning, application of herbicides or pesticides.

J. Early Successional Habitat Areas. Grantor reserves the right to maintain the existing early successional habitat areas identified in the Baseline Documentation Report and **Exhibit C** for the purpose of providing habitat diversity for wildlife species and may include the planting of various native grasses, forbs, and herbaceous vegetation. This activity must be conducted a minimum distance of 100 feet from surface waters as measured from top of bank.

K. Native Community Restoration, Management, and Maintenance. Grantor reserves the right to perform all activities necessary to restore, manage, or maintain the native plant and animal communities in the Easement Area, provided, however, that the conversion of one habitat type to a native habitat type requires prior written approval of Fund. All necessary care shall be taken to protect all Conservation Values, and restoration, management, and maintenance activities shall be carried out in a manner so as not to impair any Conservation Values either during or after the activities.

L. Stream/Wetland Restoration. Grantor reserves the right to perform all activities necessary to restore and stabilize streams and wetlands to enhance water quality on the Easement Area. Such activities shall be based upon prevailing design and permitting standards. Restoration and stabilization activities shall be based on a design using as many natural materials as possible, shall require prior written approval of the Fund, and shall be subject to all applicable regulatory authorities.

M. Hunting and Fishing. Grantor reserves the rights to recreational hunting and recreational fishing and to permit others to hunt and fish on the Easement Area, including the right to lease or license the Easement Area for recreational hunting and fishing, in compliance with all federal, state, and local rules and regulations. Grantor may charge a fee for a lease or license permitted by this Paragraph. Leases and licenses permitted by this Paragraph shall be in writing and shall reference this Conservation Easement and shall require tenants and licensees to abide by its terms.

N. Signs. Grantor reserves the right to post the following signs: no trespassing signs, local, state, or federal traffic or similar information signs, for sale or lease signs, signs identifying the Conservation Values of the Easement, signs identifying Grantor as owner of the Property, signs identifying the funders or the holders of Conservation Easements, educational signs, directional signs, and interpretative signs.

O. Historic and Cultural Restoration, Management, and Maintenance. Grantor reserves the right to develop or manage the Easement Area for purposes of discovering, excavating, restoring, managing, or maintaining historic resources, subject to all relevant state

and federal laws, regulations, and requirements, and all approvals required thereby, and further subject to prior written approval from the Fund, which may consult with experts including the North Carolina Office of State Archaeology and the State Historic Preservation Office.

ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on or use of the Easement Area that is inconsistent with this Conservation Easement or the Conservation Values is prohibited. All activities on or uses of the Easement Area other than those specifically reserved in **Article II** are prohibited. Except for the activities and uses specifically reserved in **Article II**, the Easement Area shall be maintained in its natural, scenic, wooded, and open condition. Any activity on or use of the Easement Area that is not specifically reserved in **Article II** is considered to impair or interfere with this Conservation Easement or the Conservation Values.

Without limiting the generality of the immediately foregoing Paragraph, the following activities and uses are expressly prohibited or restricted in the Easement Area as stated, except to the extent of rights specifically reserved to Grantor in **Article II**. When an activity or use is prohibited or restricted in, within, on, or of the Easement Area, the activity or use is prohibited or restricted in, on, over, under, through, above, and across the Easement Area.

A. Industrial and Commercial Use. Industrial and commercial activities and any rights of passage for such purposes are prohibited in the Easement Area.

B. Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations and any rights of passage for such purposes are prohibited in the Easement Area.

C. Disturbance of Natural Features, Plants, and Animals. There shall be no cutting or removal of trees and no disturbance of other natural features within the Easement Area.

D. Construction of Structures or Improvements. There shall be no constructing or placing of any temporary or permanent structure, improvement, building, fixture, mobile home, asphalt, concrete, or other pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, or facility in the Easement Area.

E. Motorized Vehicles. Use of motorized vehicles in the Easement Area is prohibited.

F. Signs. Signs are not permitted in the Easement Area.

G. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining, or drilling in the Easement Area. There shall be no removal of topsoil, sand, gravel, rock, peat, minerals, hydrocarbons, or other materials from the Easement Area. There shall be no change in the topography of the land in the Easement Area in any manner.

H. Wetlands and Water Quality. There shall be no pollution or alteration of surface waters in the Easement Area. There shall be no construction or other activities that would be detrimental to water quality or that would alter the natural water levels, drainage, sedimentation, or water flow in, on, or over the Easement Area or into any surface waters. There shall be no construction or other activities that would cause soil degradation or erosion. There shall be no diking, dredging, alteration, draining, filling, or removal of wetlands.

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

J. Conveyance and Subdivision. The Easement Area consists of three (3) non-contiguous areas of the Property. The Easement Area shall not be further divided, subdivided, or partitioned. No property interest in the Easement Area, including, but not limited to the fee simple interest, shall be further divided, subdivided, or partitioned. Without limiting the foregoing, the individual areas included in the Easement Area shall not be conveyed except together in undivided ownership and in their current configuration.

K. Open Space and Development Rights. The Easement Area shall not be used to satisfy open space or density requirements of any cluster or other development scheme or plan. The development rights encumbered by this Conservation Easement shall not be transferred to any other land pursuant to a transfer of development rights scheme, a cluster development arrangement, or otherwise.

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

ARTICLE IV. ENFORCEMENT AND REMEDIES

A. Enforcement and Remedies. Grantee has the right to prevent and stop any violation of this Conservation Easement, including, but not limited to, preventing and stopping any activity on or use of the Easement Area that is inconsistent with this Conservation Easement or its purposes, and to require the prompt restoration to the condition required by this Conservation Easement of such areas or features of the Easement Area that may have been damaged by such violation, activity, or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of Grantee, Grantee, may notify Grantor in writing of such breach. 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, Grantee may enforce this Conservation Easement by legal proceedings for damages, injunctive relief, and any other legal or equitable remedy. Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement, (b) to otherwise preserve or protect its interest in the Easement Area, and (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, Grantee has the immediate right, without notice, to obtain a temporary restraining order, injunction, or other appropriate relief if a

A. CONSERVATION EASEMENT

breach or threatened breach of the terms of this Conservation Easement is or would irreversibly or materially impair the benefits to be derived from this Conservation Easement. Grantor and Grantee acknowledge that under such circumstances damage to Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement, including, without limitation, those set forth in the Grant Contract under which this Conservation Easement was obtained.

B. Access for Inspection and Right of Entry. Grantee shall have the right, by and through its agents and employees, to enter the Property to inspect the Property for compliance with this Conservation Easement at all reasonable times and with prior notice and, if necessary, cross other lands owned by Grantor for the purposes of (1) inspecting the Property to determine if Grantor is complying with this Conservation Easement and its purposes, (2) enforcing the terms of this Conservation Easement, (3) taking any and all actions with respect to the Easement Area as may be necessary or appropriate with or without order of the Court, to remedy or abate violations hereof, and (4) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Property by Grantor.

C. Termination and Proceeds of Property Rights Created. This Conservation Easement gives rise to a property right that is immediately vested in Grantee at the time of recordation, with a fair market value that is equal to the proportionate value that the Conservation Easement bears to the full value of the whole Property, as if unencumbered by the Conservation Easement, on the date of the recording of this Conservation Easement. This proportionate value shall remain constant. For the purposes of determining any distribution of proceeds pursuant to this Paragraph, Grantor's proportionate contribution to the purchase price shall be deemed to be 60%, and Grantee's proportionate contribution to the purchase price shall be deemed to be 40%. If any Proceeds of Sale (defined below) are due, payable, or otherwise obligated to the United States government or any department or agency thereof related to funding provided to Grantor, then any such obligation shall be paid or satisfied solely from Grantor's portion of the Proceeds of Sale.

1. Eminent Domain. Whenever all or part of the Property is taken by eminent domain, threatened to be taken by an entity with the power of eminent domain, or acquired, or sought to be acquired, by negotiated sale in lieu of condemnation, whether by public, corporate, or other authority, Grantor shall immediately give notice to Grantee and Fund, and shall take all appropriate actions related to such taking or negotiated sale in coordination with and with the prior written approval of Grantee and Fund, to recover the full fair market value (without regard to any diminution in value attributable to the Conservation Easement) of the taking or acquisition and all incidental, direct, and severance damages resulting from the taking or acquisition. Grantee, its successors and assigns, shall be entitled to its proportionate share of the Proceeds of Sale which shall include, but not be limited to, the proceeds of such taking, sale, exchange, or involuntary conversion of the Property, and any damage or just compensation otherwise awarded with respect to any judicial proceedings, according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulations §1.170A-14(g)(6)(ii) or any successor regulation. "**Proceeds of Sale**" shall mean the cash value of all money

and property paid, transferred, or contributed in consideration for, or as otherwise required as a condition to, the taking, sale, exchange, or involuntary conversion of the Property, and any damages or just compensation otherwise awarded as a result of judicial proceedings, *minus* Grantor's expenses from such transaction or proceeding. As allowed by N.C.G.S. §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the purpose(s) of the Conservation Easement as set forth herein. Notwithstanding the foregoing, all Proceeds of Sale shall be distributed among the Parties according to each Party's respective contribution to the purchase price of the Property and this Conservation Easement as specified above. Nothing herein limits Grantee's right to be included as a named party in any eminent domain action or its right to just compensation for the taking of its property interest.

2. Changed Conditions. If a subsequent, unexpected change in conditions surrounding the Property makes impossible or impractical the continued use of the Property for the purposes of this Conservation Easement as set forth herein, and the Conservation Easement is extinguished by judicial proceeding, Grantee, its successor or assigns, shall be entitled to its proportionate share of the proceeds of any sale, exchange, or involuntary conversion of the Property, and any damage award with respect to any judicial proceedings according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulations §1.170A-14(g)(6)(ii) or any successor regulation. "**Proceeds of Sale**" shall mean the cash value of all money and property paid, transferred, or contributed in consideration for or as otherwise required as a condition to the sale, exchange, or involuntary conversion of the Property, and any damages otherwise awarded as a result of judicial proceedings, *minus* Grantor's expenses from such transaction or proceeding. As allowed by N.C.G.S. §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the purpose(s) of the Conservation Easement as set forth herein. Notwithstanding the foregoing, all Proceeds of Sale shall be distributed among the Parties according to each Party's respective contribution to the purchase price of the Property and this Conservation Easement as specified above. Nothing herein limits Grantee's right to be included as a named party in any judicial proceedings related to changed conditions.

D. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area resulting from the acts of third parties not authorized by Grantor, or from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, property, or the Easement Area resulting from such causes.

E. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

F. No Waiver. Any forbearance by Grantee to exercise its rights hereunder in the

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

ARTICLE V. TITLE

Grantor covenants, represents, and warrants (i) that Grantor is the sole owner and is seized of the Property including the Easement Area in fee simple and has good right to grant and convey this Conservation Easement, (ii) that there is legal access to the Property and the Easement Area, (iii) that the Property and Easement Area are free and clear of any and all encumbrances, except those permitted exceptions outlined below, none of which would nullify, impair, or limit in any way the terms or effect of this Conservation Easement, (iv) that Grantor shall defend its and Grantee's title against the claims of all persons whomsoever, and (v) that Grantee, its successors and assigns, shall have the right to monitor and defend the terms of this Conservation Easement. The following are permitted exceptions to the above covenants, representations, and warranties: Easements, rights-of-way, and restrictions of record and the matters shown on the Plat identified in **Exhibit A**.

ARTICLE VI. MISCELLANEOUS

A. Stewardship of the Conservation Easement. Pursuant to the terms of the Grant Contract and any contract for stewardship of the Easement Area entered into pursuant to the Grant Contract, Foothills Conservancy of North Carolina, Inc. will monitor and observe the Easement Area in perpetuity to assure compliance with the purposes and provisions of this Conservation Easement and the provisions of the Grant Contract, and that it will report on the condition of the Easement Area, or provide for such reporting, to State and Fund no less frequently than once a year; and further will report immediately to State and Fund any observed and/or known violations of this Conservation Easement or the Grant Contract. The Parties acknowledge that the associated stewardship monies awarded under the Grant Contract are administered pursuant to N.C.G.S. §143B-135.236 which establishes the North Carolina Conservation Easement Endowment Fund, or any successor law, and Fund's internal policies and procedures, and that Foothills Conservancy of North Carolina, Inc.'s obligation to monitor the Easement Area at any given time is contingent on the availability of said stewardship funds. Further, the Parties acknowledge that this obligation to monitor the Easement Area is assignable provided such assignment is made with the prior written approval of Fund and evidenced by a written instrument signed by the Parties thereto and recorded in the Office of the Register of Deeds of Burke County. Provided further, that any such assignment of Foothills Conservancy of North Carolina, Inc.'s obligation to monitor the Easement Area shall include a right of entry onto the Property and the Easement Area for the assignee of said monitoring obligation, and shall require the monitoring to be carried out in accordance with and subject to N.C.G.S. §143B-135.236 or any successor law, and Fund's internal stewardship policies and procedures. The Parties specifically acknowledge that neither Foothills Conservancy of North Carolina, Inc.'s obligation to monitor the Easement Area, nor its assignment of said obligation, shall have any effect on the rights and obligations of Grantee of this Conservation Easement. Further, the

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Parties covenant that the obligation to provide monitoring of the Easement Area will survive any transfer of Grantor's fee interest in the Property.

B. Subsequent Transfers of the Fee or Other Interests. Grantor agrees for itself, its successors and assigns, that in the event it intends to transfer the Property, any interest in the Property, or any portion of the Property that includes the Easement Area, to notify Grantee and Fund in writing of the names and addresses of any party to whom the Property is to be transferred, the nature of the interest to be transferred, and the terms and conditions of the intended transfer, at least sixty (60) days before the transfer is intended to be consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed. The Property owner shall not convey the Property or any interest therein, and shall not incur, assume, or suffer to exist any lien, upon or with respect to the Property, without disclosing to the prospective transferee the Conservation Easement, the obligations of the Property owner, and the limitations on use of the Property. Nothing in this Paragraph abrogates or limits **Paragraph J of Article III** hereof.

C. Subsequent Transfers of the Conservation Easement. The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable with any such assignee having all the rights and remedies of Grantee hereunder. The Parties hereby covenant and agree, that in the event this Conservation Easement is transferred or assigned, the transferee or assignee of the Conservation Easement will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated thereunder (the "Code") that is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, a qualified holder as that term is defined in the Act or any successor statute, and a qualified grant recipient pursuant to N.C.G.S. Chapter 143B, Article 2, Part 41. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the purpose(s) of the Conservation Easement that the contribution was originally intended to advance as set forth herein, but acknowledge specifically that any transfer or assignment of the Conservation Easement shall have no effect on Foothills Conservancy of North Carolina, Inc.'s obligation to provide stewardship of the Conservation Easement as set forth in this **Article VI**.

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

1. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property, including the Easement Area. If Grantee is ever required to pay any taxes or assessments on its interest in the Easement Area, Grantor shall reimburse Grantee for the same.
2. Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, including the Easement

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A. CONSERVATION EASEMENT

Area, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Easement Area.

3. Liability and Indemnification. If Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, including the Easement Area, Grantor shall indemnify and reimburse Grantee for these payments, as well as reasonable attorneys' fees and other expenses of defending itself, unless Grantee has committed a deliberate act that is determined to be the sole cause of the injury or damage.

E. Conservation Purpose. Grantor and Grantee, each for itself, and its respective successors and assigns, agree that this Conservation Easement shall be held exclusively for conservation purposes set forth by the Grant Contract, this Conservation Easement and as specified in Section 170(h)(4)(A) of the Code. Further, this Conservation Easement shall be construed to promote the purposes of the Act and such purposes of this Conservation Easement as are defined in Section 170(h)(4)(A) of the Code.

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

G. Notices. Any notices shall be sent by registered or certified mail, return receipt requested, to the Parties at their addresses shown below, and each party may update its information by a notice sent in accordance with this Paragraph:

If to Grantee:
NC Land and Water Fund (formerly CWMTF)
1651 Mail Service Center
Raleigh, NC 27699-1651

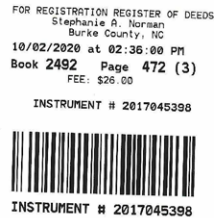
If to Grantor:
Foothills Conservancy of N.C., Inc.
P.O. Box 3023
Morganton, NC 28680

H. Amendments. Grantor and Grantee, or their successors in interest in the Property, are free jointly to amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendments require the prior written approval of both Grantor and Grantee and shall be effective upon recording in the public records of Burke County, North Carolina.

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

B. DECLARATION OF RESTRICTED COVENANTS

CFP



Prepared by: Foothills Conservancy of North Carolina, Inc.

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made and entered into as of this 2nd day of October, 2020 by Foothills Conservancy of North Carolina, Inc., a North Carolina non profit corporation ("Declarant"), for the benefit of the United States Department of Agriculture ("Beneficiary").

RECITAL:

Declarant is the owner of certain real property (the "Property") located in Quaker Meadows Township, Burke County, North Carolina. The Property is more particularly described in the legal description attached hereto as Exhibit 'A'. This Declaration is effective beginning the 2nd day of October, 2020.

The Property is being encumbered with restrictions consistent with requirements of the U.S. Department of Agriculture Forest Service's *Community Forest and Open Space Conservation Program* (Community Forest Program or CFP) in accordance with the provisions of Section 7A of the Cooperative Forestry Assistance Act (CFAA) of 1978 as amended. The Property provides non-federal cost share match funding in conjunction with Federal funding granted to Foothills Conservancy of NC (Grant Recipient) for the Oak Hill Community Park & Forest CFP project as evidenced by a Notice of Grant Requirement dated October 3, 2020 and recorded in Book 2492, Page 472, Burke Registry.

The address of the Grant Recipient listed above is 204 Avery Avenue, Morganton, NC 28655. The CFP grant from the USDA Forest Service is agreement number 20-DG-11083150-017 and it is kept on file at USDA Forest Service Southern Region Office at 1720 Peachtree RD NW, Suite 700, Atlanta, GA 30309.

NOW, THEREFORE, in consideration of the above Recitals, which are made a part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares, covenants and agrees as follows:

The purpose of this Declaration is to effect the goals of the U.S. Department of Agriculture Forest Service's Community Forest Program (CFP). Such purposes are to provide public benefits to communities including economic benefits through sustainable forest management,

environmental benefits including clean air, water, and wildlife habitat; benefits from forest-based educational programs; benefits from serving as models of effective forest stewardship; and recreational benefits secured with public access; and to acquire private forest lands that are threatened by conversion to nonforest uses. Program delivery is guided by the Community Forest Program regulations (36 CFR Part 230 Subpart A) (published 10/20/2011; 76 FR 65121).

The Declarant shall ensure that for all land(s) acquired pursuant to this grant is held in perpetuity by an 'eligible entity' as defined by 36 CFR Part 230 (published 10/20/2011; 76 FR 65121) and that the Property will be (i) managed pursuant to the grant, the Community Forest Plan, and the purpose of the CFP; (ii) will not be conveyed or encumbered, in whole or in part, to another party without permission and instructions from the awarding agency; and (iii) will be managed consistent with the purpose of the CFP.

Declarant acknowledges that this Property is being used as non-federal cost share match in conjunction with Federal funds to acquire the Oak Hill Community Part & Forest Phase II (Parent Tract) for the Declarant's Oak Hill Community CFP project in accordance with the Community Forest Program (36 CFR Part 230 Subpart A) (published 10/20/2011; 76 FR 65121), and that and that in the event that the Property is sold or converted to nonforest uses or a use inconsistent with the purpose of the CFP, the grant recipient or subsequent Community Forest landowner shall: (i) pay the United States an amount equal to the current sale price or the current appraised value of the parcel, whichever is greater; and (ii) not be eligible for additional grants under the CFP.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date and year first set forth above.

Foothills Conservancy of North Carolina, Inc., a North Carolina Non-Profit Corporation

By: Andrew Kota (SEAL)
Andrew Kota, Executive Director

STATE OF NORTH CAROLINA

BURKE COUNTY

The foregoing Declaration of Restrictive Covenants was acknowledged before me this 2nd day of October, 2020, by Andrew Kota, acting in his capacity as Executive Director for Foothills Conservancy of North Carolina, Inc., a North Carolina Non-Profit Corporation.

Witness my hand and official seal this the 2nd day of October, 2020.

My Commission Expires: 8-15-2021

Faye W. Noles
Notary Public
Faye W. Noles
Printed Name

NOTARY PUBLIC
FAYE W. NOLES
BURKE COUNTY, N.C.

B. DECLARATION OF RESTRICTED COVENANTS

CFP

EXHIBIT A

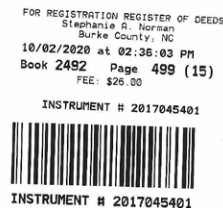
TRACT OF LAND

BEING all of the 330.07 acre tract of I and shown on plat prepared by Dolphus E. Harmon, Professional Land Surveyor, captioned "Survey for Caldwell Timber Partners, LLC (Remainder Tracts) ", dated December 16, 2019, project number 1 9148 , recorded in Plat Book 52, Pages 93-94, Burke Registry. See Deeds by Caldwell Timber Partners, LLC to Foothills Conservancy of North Carolina, Inc., a non-profit corporation, dated January 24, 2020, recorded in Book 2446, Page 602, and Book ~~2492~~ ⁴⁴⁹², Page ~~451~~ ⁴⁵¹ Burke Registry. See also Book 2217, Page 237, Burke Registry, surplus tract 2111. 01, a 913.671-acre tract. See also Book 981, Page 819, Book 981, Page 806, Book 351, Page 224, Book V-4, Page 133, Book Y-4, Page 110, and Book B-5, Page 329, Burke Registry.

The above described tract of land is identified on the Burke County Tax Maps by PIN No. 1784357601, REID: 31176.

C. DECLARATION OF RESTRICTED COVENANTS

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DECLARATION OF COVENANTS AND RESTRICTIONS

Canoe Creek (Oak Hill Community Park & Forest) Property

Prepared by: Foothills Conservancy of North Carolina, Inc. and North Carolina Land and Water Fund

After Recording Return to: Foothills Conservancy, P.O. Box 3023, Morganton, NC 28680

NORTH CAROLINA
Portions of Tax Parcel Nos. 1784357601 & 1784424119

BURKE COUNTY
NCLWF No. 2019-018

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Restrictive Covenants") is made on this 5th day of September, 2020, by the **FOOTHILLS CONSERVANCY OF NORTH CAROLINA, INC.**, a North Carolina non-profit corporation, with an address of P.O. Box 3023, Morganton, NC 28680; ("**Declarant**").

RECITALS, CONSERVATION PURPOSES, & DECLARATION

WHEREAS, Declarant is the sole owner in fee simple of that certain real property lying and being in Quaker Meadows Township, Burke County, North Carolina, containing a total of approximately 651.95 acres more or less, which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference as if fully set forth (the "**Property**");

WHEREAS, the North Carolina Land and Water Fund (a.k.a. North Carolina Clean Water Management Trust Fund), a division of the North Carolina Department of Natural and Cultural Resources with an address at 1651 Mail Service Center, Raleigh, North Carolina 27699-1651 ("**Fund**") is authorized by Chapter 143B, Article 2, Part 41 of the General Statutes of North Carolina ("**N.C.G.S.**") to acquire land and interests in land for the STATE OF NORTH CAROLINA ("**State**");

- for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; and

- for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs; and
- to provide buffers around military bases to protect the military mission; and
- that represents the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes; and
- that contributes to the development of a balanced State program of historic properties.

WHEREAS, Declarant has received a grant from the Fund (Grant Contract No. 2019-018) for Declarant to acquire the Property described in **Exhibit A**.

WHEREAS, Declarant has received a grant from the United States Forest Service's Community Forest Program (20-DG11083150-017) for Declarant to acquire the Property described in **Exhibit A**.

WHEREAS, by a Conservation Easement to the State recorded before, and on the same day, as these Restrictive Covenants, Declarant and the State set aside three (3) areas of the Property for the purpose of creating a conservation easement (the "**Conservation Easement**"). The three areas are the 185.13-acre area, the 59.72-acre area, and the 33.41-acre area, described on the Plat identified in **Exhibit A**. These three areas are hereinafter collectively referred to as the "**Easement Area**." The Conservation Easement protects areas deemed by the State to qualify as riparian buffer protecting Canoe Creek and its tributaries.

WHEREAS, Declarant, the State, and Fund recognize that the remainder of the Property not included in the Easement Area is upland property located adjacent to the Easement Area and that this upland property has conservation values including but not limited to open space, scenic, educational, historical, natural resources, and recreational use (hereinafter collectively referred to as the "**Conservation Values**"). The remainder of the Property not included in the Easement Area consists of three (3) areas. These three areas are the 341.83-acre area, the 25.43-acre area, and the 6.42-acre area, described on the Plat identified in **Exhibit A**. These three areas are hereinafter collectively referred to as the "**Declaration Area**."

WHEREAS, as consideration for the acquisition funds provided by the State to Declarant, the State requires Declarant to record these Restrictive Covenants to ensure the appropriate conservation and management of the Declaration Area.

NOW, THEREFORE, in consideration of the premises and the benefits recited herein, together with other good and valuable consideration to Declarant, the Declarant hereby declares and agrees that the Declaration Area shall be and hereby is subject in perpetuity to the restrictions and covenants hereinafter set forth, the purposes of which are to protect and preserve the Conservation

C. DECLARATION OF RESTRICTED COVENANTS

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Values of the Declaration Area in perpetuity for the benefit of the State as the protector of the public interest.

FURTHER, for the purpose of providing uninterrupted access to the Declaration Area, Declarant grants and conveys unto the State, its successors and assigns, a perpetual right of ingress, egress, and regress to and from the Declaration Area (1) across the Property, (2) in any right-of-way appurtenant to the Property, and (4) across any other lands owned by Grantor.

ARTICLE I. DURATION OF RESTRICTIVE COVENANTS

The covenants and restrictions contained in these Restrictive Covenants shall be permanent and perpetual, shall run with the land and shall be binding upon Declarant and all parties having any right, title, or interest in the Declaration Area, and their heirs, successors, and assigns, and shall be binding upon all those claiming by, through or under each such party, in perpetuity. These Restrictive Covenants are intended to be a "conservation agreement" as defined and contemplated in the Conservation and Historic Preservation Agreements Act, N.C.G.S. § 121-34, *et seq.* (the "Act"). The State is intended to be a "holder" of these Restrictive Covenants under the Act.

ARTICLE II. EXCEPTIONS TO RESTRICTIONS

A. Recreation. Declarant shall be permitted to engage in and permit others to engage in passive and active recreational uses of the Declaration Area, including, walking, hiking, non-motorized biking, primitive camping and animal or plant observation, so long as the Conservation Values are not impaired.

B. Construction of Trails and Incidental Facilities. Declarant may construct, repair and relocate paved or unpaved trails on the Declaration Area, and facilities and infrastructure incidental to and for the convenience of users of the trails, such as observation platforms, boardwalks, litter receptacles, signage, canoe accesses, benches and similar conveniences. Declarant may also establish and construct on the Declaration Area parking areas near adjacent streets, and trail connections from such parking areas to the trails as long as these facilities are at least 50 feet from the top of the stream bank where practicable and do not further degrade water quality. Existing trails that are closer than 50 feet from top of the stream bank and depicted on Exhibit B may continue. Construction and improvement of trails, including all new trails, shall be implemented in accordance with professional design and standards for sustainable trail construction and maintenance to control erosion, prevent channelization of storm runoff, and prevent sedimentation to intermittent streams and isolated wetlands, if any, as well as avoid detrimental impact to sensitive habitats of conservation concern for species and ecological communities (for example, natural communities; N.C. Natural Heritage Program) recognized by the United States or State of North Carolina as endangered, threatened, and special concern. All necessary care shall be taken to complete the construction of such features in a manner so as not to impair any Conservation Values either during or after construction.

C. Construction of Public Community Park & Forest Buildings, Structures, & Facilities. Within the area labelled "DECLARATION AREA - 341.83 AC" on the Plat identified in Exhibit A, Declarant may establish a "Community Park & Forest Area." The Community Park

& Forest Area shall not exceed three (3) acres. Within the Community Park & Forest Area, Declarant may construct, repair, remodel, relocate, and reasonably enlarge buildings and structures for a public community park & forest on the Declaration Area, and facilities and infrastructure incidental thereto, for the enjoyment of users, such as picnic shelter, children's playground, nature education building, parking, utilities, and kiosks for interpretative signage and information. No part of the Community Park & Forest Area shall be located within 300 feet of surface waters regardless of whether the surface waters are located within the Declaration Area.

D. Construction of Outdoor Education, Science Program, Day-Camp Area Structures & Facilities. Within the area labelled "DECLARATION AREA - 341.83 AC" on the Plat identified in Exhibit A, Declarant may establish an "Outdoor Education-Day Use-Camp Area." The Outdoor Education-Day Use-Camp Area shall not exceed two (2) acres. Within the Outdoor Education-Day Use-Camp Area, Declarant may construct, repair, remodel, relocate, and reasonably enlarge structures and facilities for public and children's outdoor education, science program, day-camp, and other outdoor day-use purposes, together with infrastructure and utilities incidental thereto, for the enjoyment of users, such as pavilion, activity shelter, and restroom facilities suited to day-use and outdoor education day-camp activities as well as kiosks for educational signage and interpretative information. No part of the Outdoor Education-Day Use-Camp Area shall be located within 300 feet of surface waters regardless of whether the surface waters are located within the Declaration Area.

E. Construction of Agricultural & Land Management-Forestry Building, Structures & Facilities. Within the area labelled "DECLARATION AREA - 341.83 AC" on the Plat identified in Exhibit A, Declarant may establish a "Community Farm & Agricultural Area." The Community Farm & Agricultural Area shall not exceed one-half (0.5) acres. Within the Outdoor Education-Day Use-Camp Area, Declarant may construct, repair, remodel, relocate, and reasonably enlarge one (1) building, such as a barn or equivalent-size equipment & materials shed, for local community agriculture ("community farm"), educational/ agricultural demonstration, and individual entity ("farmer") farming and production and retail sales & distribution (local community farmers market), with farm signage and one information kiosk, as well as minor structures incidental to and for use by participants and individuals. No part of the Community Farm & Agricultural Area shall be located within 100 feet of surface waters regardless of whether the surface waters are located within the Declaration Area. Furthermore, without being limited to a particular area of the Declaration Area, Declarant may construct, repair, remodel, relocate, and reasonably enlarge three small structures (equipment and/or storage sheds, for example), provided each such structure shall not exceed 750 square feet of constructed horizontal or ground footprint and shall not be located within 300 feet of surface waters regardless of whether the surface waters are located within the Declaration Area.

F. Trail Stream Crossings. Declarant may construct and maintain bridges or other stream crossings up to ten (10) feet wide across streams on the Declaration Area, provided such crossings are connected to trails permitted herein, constructed in a way as to maximize water quality protection, and permitted by all applicable regulatory authorities. The number and width of stream crossings must be minimized. All necessary care shall be taken to complete the construction of such features in a manner so as not to impair any Conservation Values either during or after construction.

G. Maintenance. Declarant shall be responsible, at its expense, for maintaining the Declaration Area consistent with the purposes set forth herein, including maintenance of the allowed facilities and lands managed for public community park & forest and for commercial agricultural and forestry purposes, trails, including North Carolina State Trail portions, mowing, removal of trash, waste and litter, and efforts to control vandalism and other crimes on the Declaration Area.

H. Vegetation Management. Declarant may install appropriate native landscaping, remove vegetation for stream restoration, remove or control invasive exotic plants, remove dead and dangerous trees, and prune vegetation to ensure the health of the vegetation as well as the safety of the public on the Declaration Area provided these activities do not impair the Conservation Values.

I. Commercial Forest Management. Declarant may use and conduct commercial forest management (silvicultural) and forestry demonstration activities on the Declaration Area, including, but not limited to, select timber harvesting, timber stand improvement, managed forest restoration, forestry education and research, carbon sequestration, wildlife habitat management (including early succession), construction of fire breaks, prescribed burning, and reforestation for commercial timber production; provided, however, that:

- (1) Any timber harvesting and management shall be carried out in accordance with a written Forest Stewardship Plan ("FSP") consistent with provisions, **including the United States Forest Service Community Forest Program**, prepared by a registered North Carolina forester or other qualified natural resource professional. The FSP will be periodically updated by a registered North Carolina forester in twenty (20) years and continued after and throughout commercial forest management use. The FSP and all updates, amendments, or other changes to shall be submitted to appropriate agencies of the State of North Carolina, including N.C.'s Forest Service and North Carolina Land and Water Fund, and the U.S. Forest Service (Community Forest Program) for their review and files. Declarant can use and rely on the advice and recommendations of professional foresters, wildlife experts, conservation biologists, or other scientists and experts to amend, guide, and evaluate the FSP to avoid material adverse impacts to the conservation purposes and values on the Declaration Area and the Easement Area.

The FSP shall include at least the following elements, if applicable (except that those elements which do not change need not be re-submitted in FSP updates, amendments or changes):

- Commercial forest management objectives to serve Declarant's purposes of native forest management, including restoration, enhancement, and natural community restoration activities as generally defined by the State of North Carolina;

- Appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes (truck roads, landings and major skid trails);
- Forest stand ("treatment unit") descriptions (such as forest types, species, stocking levels before and after harvesting, soils, topography, stand quality, site class, insect and disease occurrence, previous management history, and prescribed silvicultural treatment including harvest schedules, logging equipment and practices to be employed or avoided);
- Plant and wildlife considerations (identification of significant habitats and management recommendations);
- Soil productivity and water quality considerations, including reforestation practices to be employed upon completion of harvesting operations to ensure soil stabilization and directions for clear marking of streamside protection areas and Streamside Management Zones;
- Aesthetic and recreational considerations (impact on viewsheds from public roads, trails, and places);
- Historic and cultural resource considerations (identification of resources and associated management recommendations);

- (2) All such activities shall be in accordance with Best Management Practices for the timber industry as the same may be promulgated by law or regulation in the state of North Carolina and amended from time to time;
- (3) All timber roads shall be constructed of permeable materials and shall be no wider than fifteen (15) feet.
- (4) Regeneration may be achieved through natural or artificial means and prescribed burning is permitted, including growing season burning, as a management tool to promote forestry, timber, wildlife habitat and ecosystem management, subject to all applicable local, state and federal statutes and regulations;
- (5) The restrictions set forth shall not apply in areas where forest is damaged by ice, fire, storm, wind, insects, infectious organisms, or other natural disasters, or is considered a human safety problem;
- (6) All such activities shall be conducted in such a manner as necessary to prevent and control fires, as well as to apply fire as a management tool, subject to local, state and federal rules and regulations, including the establishment of fire lines;
- (7) Non-native trees, shrubs or vines may not be planted on the Declaration Area and all forest management activities shall be conducted in such a manner as to control non-native or invasive plant species. Mechanical or chemical means may be utilized to control non-native or invasive plant species, provided that any use of herbicides shall be consistent with applicable chemical labels and

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local, State and federal rules and regulations; and

- (8) All timber harvest operations shall be prohibited within a twenty five (25) foot-wide buffer on either side of any stream, seep, or spring regardless of whether the stream, seep, or spring is located within the Declaration Area. This buffer area shall be defined mutually between Declarant and a North Carolina registered forester a minimum of thirty days prior to any timber management operations.

J. Commercial Agriculture Management, including Community Farm Area.

Declarant may allow and conduct commercial agricultural activities on the Declaration Area (or under Declarant's license or lease of the Declaration Area to another party or parties) limited to cropland, horticultural crops (e.g. fruits & berries, orchard crops), and small scale livestock uses, including small scale livestock slaughtering, preparing and packaging, comparable or commonly referred to local community agriculture ("community farm"), educational uses, agricultural demonstration, and individual entity ("farmer") farming and production, provided that same are conducted in a manner not *materially* inconsistent with the U.S. Forest Service (Community Forest Program) and ii) provided further that:

- (1) Under no circumstances shall there be industrial or intensive agricultural operations or animal husbandry characterized by the continuous confinement of livestock in tightly confined environments for the purpose of raising, feeding and fattening for market on the Declaration Area; and no industrial slaughtering facility or industrial poultry, dairy or hog operation shall be allowed;
- (2) Pesticides and/or herbicides may be used only in a manner consistent with their labeling and in compliance with all federal, state, and local regulations, including those related to licensing and/or certification of applicators;
- (3) All permitted agricultural activities shall be conducted in accordance with any pertinent local or state regulations or guidelines covering such activities and Best Management Practices of the State of North Carolina and applicable federal, state and local laws;
- (4) All such activities shall be designed to maintain soil productivity and prevent soil erosion to protect water quality and wetlands. All such activities shall be designed to protect the Declaration Area and the Easement Area which includes riparian zones ("Stream Buffers");
- (5) Land application of domestic septic effluent and/or municipal, commercial or industrial sewage sludge or liquids generated from such sources is prohibited;
- (6) Intensive nursery stock activities associated with the growing of shrubs and trees for later excavation and removal from the Declaration Area are prohibited;

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- (7) Aquaculture production involving the excavation of ponds for the purpose of aquaculture production, catfish farming and the commercial raising of aquatic life on the Declaration Area is prohibited;
- (8) All farming operations shall be conducted in a manner consistent with a farm conservation plan prepared by the U. S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by another qualified conservation professional approved by the Grantee; this plan shall be updated periodically and in any event at the time the basic type of agricultural operation on the Declaration Area changes or at the time ownership of the Declaration Area changes;
- (9) At no time shall any animal husbandry activities or livestock have access to stream banks, streams, wetlands, marshes, or Stream Buffers on the Declaration Area; the only exception is grazing animals in non-intensive numbers temporarily used within the Declaration Area by Declarant, and its agents, to control non-native species under Declarant's, or its agent's supervision; and
- (10) The activities allowed by this Declaration, including, but not limited to, by this Paragraph shall not cause any adverse impact to the Easement Area, and Declarant is responsible to prevent such activities from adversely impacting the Easement Area.

K. Stream & Wetland Restoration. Declarant reserves the right, at its expense, to restore and stabilize the stream channel and bank, and to restore and enhance wetlands, based upon prevailing design and permitting standards, to enhance water quality on the Declaration Area. Restoration and stabilization activities should be based on a design using as many natural materials such as vegetation as practicable. In the event such stream or wetland restoration occurs, Declarant shall be responsible for maintaining the integrity of the stream bank and wetland.

L. Rules and Regulations. Declarant shall have the sole right to promulgate or approve rules and regulations for the reasonable use of the Declaration Area by the public, provided the Declaration Area is used for the purposes stated herein, including walking, educational tours, scientific, historic and archeological study of the Declaration Area and its natural ecosystems, hiking, bike riding, jogging, and picnicking.

M. Motor Vehicles. Declarant may use motor vehicles on the roads, driveways, and trails to carry out the purposes of these Restrictive Covenants and for management, maintenance, and security purposes within the Declaration Area. Furthermore, motor vehicles may use roads and driveways constructed and improved to parking areas, public park-community forest destinations, and buildings and structures permitted herein, including public access to community park and forest facilities permitted herein together with new construction of one (1) new primary public access road (paved or unpaved) to trails access-parking and facilities located within the Declaration Area (herein, Paragraphs C & D) connecting to N.C. Highway 181 along the northern boundary and to N.C. Highway 126 east of Canoe Creek along the southeastern boundary of the Declaration Area. Declarant reserves the right to maintain and may improve other existing unpaved roads and trails for commercial agricultural and commercial forest management activities

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on the Declaration Area. These roads and trails shall not be paved, but gravel and permanent vegetation may be used to stabilize them. Associated ditches, culverts, and bridges may be maintained and replaced as necessary as maintenance of the road or trail. All necessary care shall be taken to complete the construction of such features in a manner so as not to impair any Conservation Values either during or after construction and improvement. All other use of motor vehicles on the Declaration Area is prohibited.

N. Utilities and Public Roads. Declarant may, and may grant easements or rights-of-way to others, to construct, operate, repair, and maintain utilities and public roads across the Declaration Area consistent with the primary purposes set forth herein. Such utilities, roads, easements, and rights-of-way shall be located in a manner that will minimize the impact on Conservation Values.

O. Historic and Cultural Restoration, Management, and Maintenance. Grantor reserves the right to develop or manage the Declaration Area for purposes of discovering, excavating, restoring, managing, or maintaining historic resources, subject to all relevant state and federal laws, regulations, and requirements, and all approvals required thereby.

ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

A. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or disturbance of other natural features, including plant and animal life, except for the following: (1) as incidental to boundary marking, fencing, signage, construction and maintenance of asphalt and unpaved trails and related public community park & forest (herein) facilities commercial agriculture and forestry activities (as permitted herein this Declaration), and public accesses allowed hereunder; (2) selective cutting or clearing of vegetation, and the application of approved chemicals for fire containment and protection, disease control, restoration of hydrology, wetlands enhancement and/or control of invasive exotic plants; (3) hunting and fishing pursuant to applicable local, state and federal rules and regulations; and (4) removal of damaged trees and debris caused by storm, disease or fire and posing a threat to life or property.

B. Industrial and Commercial Use. Industrial and commercial activities and any right of passage across the Declaration Area for such purposes are prohibited, except for commercial forestry, agricultural, and horticultural activities permitted herein this Declaration.

C. Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations are prohibited on the Declaration Area, except for commercial activities permitted herein this Declaration.

D. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed on the Declaration Area (except for Trails, public community park & forest and incidental facilities, and other facilities otherwise allowed herein).

E. Signs. Signs are not permitted on the Declaration Area except as follows: local, state, or federal traffic or similar informational signs; trails signs; for sale or lease signs; signs

identifying the conservation values of the Declaration Area; signs identifying the Declarant as the owner of the property and the Fund as funder of the project; educational and interpretive signs serving purposes and allowed uses permitted herein this Declaration ; identification labels or any other similar temporary or permanent signs, as approved by the Fund.

F. Dumping or Storing. Dumping or storage of trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material on the Declaration Area is prohibited.

G. Mineral Use, Excavation or Dredging. There shall be no filling, excavation, dredging, mining, or drilling on the Declaration Area and no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials on the Declaration Area, except as allowed by Article II.

H. Wetlands and Water Quality. There shall be no pollution or alteration of surface waters and no activities that would be detrimental to water quality or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Declaration Area or into any surface waters, or cause soil degradation or erosion, nor diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology or wetlands enhancement as permitted by the State and any other appropriate authorities.

I. Conveyance and Subdivision. The Declaration Area consists of three (3) non-contiguous areas of the Property. The Declaration Area shall not be further divided, subdivided, or partitioned. No property interest in the Declaration Area, including, but not limited to the fee simple interest, shall be further divided, subdivided, or partitioned. Without limiting the foregoing, the individual areas included in the Declaration Area shall not be conveyed except together in undivided ownership and in their current configuration.

ARTICLE IV. ENFORCEMENT AND REMEDIES

The State shall have the right to enforce the terms of these Restrictive Covenants through any and all means and authorities available under law or equity. Any forbearance by the State to exercise this right of enforcement shall not be deemed or construed to be a waiver by the State of such right in general or with respect to a specific violation of any of the terms of these Restrictive Covenants. Declarant grants the State, and its agents, employees, and representatives the right of entry and access to the Declaration Area for the purposes of inspecting the Declaration Area and enforcing these Restrictive Covenants.

ARTICLE V. DOCUMENTATION AND TITLE

A. Property Condition. The parties acknowledge that the Declaration Area is currently undeveloped land, with no improvements other than as described in Exhibit B.

B. Title. The Declarant covenants and represents that the Declarant is the sole owner and is seized of the Declaration Area in fee simple and has good right to establish the covenants and restrictions contained herein; that there is legal access to the Declaration Area, that the Declaration Area, except as to the items listed immediately below, is free and clear of any and all encumbrances,

D. GENERAL TRAIL WORK SPECIFICATIONS AND TRAIL STANDARDS

Trail work includes but is not limited to the following tasks: clearing, grubbing, excavation, back sloping, debarment, compacting, and construction of grade dips, grade reversals, climbing turns, rolling crown switchbacks, and retaining walls. The trail shall be sustainable, constructed to minimize erosion and require little maintenance. Water shall exit the trail often via self-cleaning grade reversals and/or dips. Earthen waterbars are not acceptable for sustainable trail construction. The trail shall appear as narrow as possible while still maintaining the required tread width.

The following specifications and standards cannot cover all aspects of trail construction. They are simply intended to relay the intent of the owner.

TREE CUTTING:

- The trail shall be aligned to avoid removal of trees greater than 6" in diameter at breast height where possible. Any trees greater than 6" the contractor believes need to be cut shall be approved by the project manager.
- Stumps located in the trail tread shall be completely removed. Those located in the trail corridor shall be cut flush to the ground. Stumps and root balls that have been completely removed shall be placed at least 30 feet from the edge of the trail corridor to minimize their appearance from the trail.

BRUSH REMOVAL:

- The trail corridor shall be cleared of all limbs, brush, vines and vegetation. Cut limbs shall not protrude from the main stem. All branches shall be cut just outside of the branch collar to promote sealing of the wound.

- Vegetation cut from the trail corridor shall be moved at least 30 feet from the edge of the trail corridor. The cut end shall not be visible from the trail.
- Cut and removed brush and vegetation shall be placed close to the ground, not exceeding three feet in height. Brush shall not be placed in piles.
- In areas where an existing trail is to be abandoned and rehabilitate, the cut and removed brush and vegetation may be used to help accomplish this purpose.

TREAD CONSTRUCTION:

- Corridor width and height and tread width will be specified for each project.
- Work shall be completed with hand tools or low impact mechanized equipment with a footprint no wider than the specified trail tread unless approved by the project manager.
- Unless otherwise specified, the trail shall be constructed with a "full bench cut" in which the entire trail tread is built on solid ground. A "partial bench cut" or "cut and fill" should only be utilized if a full bench cut is not feasible due to rock outcrops, slabs, or other natural features.
- The trail backslope shall transition smoothly to the hillside above.
- All trail tread shall be out sloped 3-5%.
- All vegetative/root matter in the trail tread shall be removed except for large feeder roots which shall be covered with soil to raise the trail tread above the roots.
- The trail tread shall have a compacted mineral soil surface. Compaction shall be completed using a mechanized tamper such as a vibrating plate compactor. The trail bed shall be shaped to leave an even, compacted, uniform surface free

of indentations or protruding roots and stumps. The grading of trail tread, back slope, and drainage features shall be finished to a smooth, stable surface.

- Excavated material shall be evenly distributed downhill of the trail tread and shall not form a berm on the outer edge of the tread that will restrict the natural flow of water across and off the trail.
- The contractor shall not complete more than 500 feet of new trail construction before "finishing" the trail tread and backslope in the manner described above.
- Trail constructed within 100 feet of streams shall be completed and stabilized by the end of each work day.
- Excavated and disturbed soil outside of the trail tread and backslope shall be evenly distributed and covered with leaves and other natural materials to aid in aesthetics and sedimentation and erosion control. There shall be 50% coverage at a minimum.

TRAIL GRADES:

- Grade reversals and grade dips shall be constructed to remove water from the trail tread. All needed grade reversals and/or grade dips will be done according to IMBA standards as specified in their book Trail Solutions.
- Grades shall not exceed 10%. In instances where the terrain requires a slope of 10-15% for short distances, grade reversals/dips will be required within ten feet of the top of the slope and along the trail tread as necessary.

CLIMBING TURNS:

- All needed climbing turns shall be designed and constructed according to IMBA standards as specified in their book "Trail Solutions".

- Climbing turns shall be constructed only on side slopes of 7% or less.
- The turn radius shall be as wide as possible with a minimum of 20 feet.
- Grade reversals shall be located immediately before and after the turn.

ROLLING CROWN SWITCHBACKS:

- All needed rolling crown switchbacks shall be designed and constructed according to IMBA standards as specified in their book "Trail Solutions".
- On side slopes greater than 7%, rolling crown switchbacks shall be constructed.
- Switchbacks shall have a near level turning platform that is slightly crowned. The upper leg shall be insloped at 5% and shall create a drain extending well beyond the platform. The lower leg shall be outsloped at 5% for proper drainage. Grade reversals shall be located immediately before and after the switchback.
- Retaining walls for constructed switchbacks shall be carefully built to ensure stability of the platform and the lower leg of the trail. All fill material shall be thoroughly compacted. If dense vegetation is not present, barriers such as logs, large stones, or brush shall be placed inside the switchback to prevent users from short cutting the switchback.

TRAIL REROUTES AND REHABILITATION OF ABANDONED TRAIL:

- All trail reroutes will include "rehabilitating" the existing "abandoned trail" by using dead vegetation, rocks and/or other approved natural materials to disguise the trail. The abandoned trail tread shall be scarified to promote natural seeding and growth. Rehabilitation shall be done as each reroute section is complete.

- Any man made materials located on the "abandoned trail" shall be removed and carried off site unless they are aiding in the rehabilitation and closure of the trail. Agency staff will make this determination.

USE OF NATURAL MATERIALS:

- Rocks and native soil may be "harvested" from near the work site, as approved by agency staff, provided the areas harvested from are graded out so as to not create new holes, erosion issues, and/or unnatural looking areas.
- Areas harvested from shall be "rehabilitated" by placing leaves and/or dead plant materials over any bare soil with a minimum of 50% coverage.

RESTRICTIONS

1. Trees retained alongside the trail shall not be scarred, skinned, or damaged by trail equipment. Where damage is likely, the tree bark shall be protected.
2. The contractor will be responsible for and repair any damage caused by movement of equipment or materials.
3. No pesticides, herbicides, or growth regulating chemicals shall be permitted in the construction of the trail.

