

CHARLES CREEK NATURAL AREA

CONSERVATION EASEMENT PROJECT



ELIZABETH CITY, NORTH CAROLINA

CHARLES
CREEK
NATURAL
AREA
CONSERVATION EASEMENT PROJECT

The preparation of this report was financed in part through a grant provided by the North Carolina Coastal Management Program, through funds provided by the Coastal Zone Management Act of 1972, as amended, which is administered by the Office of Coastal Zone Management, National Oceanic and Atmospheric Administration.

PREPARED BY: City of Elizabeth City
Planning and Community Development Dept.
Elizabeth City, North Carolina
May, 1983

Cover Illustration by Jenny Nygard, from "Conservation and Historic Preservation Easements"

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CONSERVATION EASEMENT PROJECT
CHARLES CREEK NATURAL AREA
CITY of ELIZABETH CITY, NORTH CAROLINA

INTRODUCTION

The Charles Creek Conservation Easement Project consists of setting up the necessary preliminary work to create a .8-mile urban natural area along Charles Creek within the Elizabeth City urban area. The Charles Creek Natural Area, consisting of approximately 30 acres and varying in width from 150' to 800', has been identified in the Charles Creek Study and Land Use Plan Update: 1980-1990 as an area worthy of conservation.

The proposed natural area runs along Charles Creek from South Road Street Bridge to the Elizabeth City State University Stadium Complex at Halstead Boulevard. Charles Creek is very narrow and shallow along this section, with wooded swamp adjacent to the Creek and, at times, almost forming part of the Creek. Wooded swamp is easily defined from the high land by sharp differences in elevation, often as much as ten feet (10'). The swampy area is an undeveloped area which, in its natural state, is often prone to flooding. The soil in wooded swamps is primarily peat or muck with serious problems for any type of development. It is characterized by a high water table, and the soil is usually waterlogged and often covered by shallow water. Principal types of vegetation consist of Cypress, Poplar, Gum, Ash, Pickerelweed and Frogbit. Typical wildlife and waterfowl species in wooded swamps consist of raccoon, mink, muskrat, otter, wood duck, black duck and mallard.

Wooded swamps are important natural areas since they serve a variety of functions. Wooded swamps:

Become the only source of shallow water available for wildlife during periods of dryness.

Provide continuous vegetation strips for wildlife habitat along water courses.

Act as filter or buffer strips protecting against sedimentation runoff into water courses from land disturbing activities.

Provide recreation, open space and scenic areas.

Serve as flood plain and drainage basins to hold and discharge flood waters.

Provide forest reserves of certain hardwoods.

Act as ground water recharge reservoirs.

Serve to filter waste water effluent and other pollutant discharges.

Implementation of the Charles Creek Natural Area project would enable the City to achieve one of its policies adopted in the Land Use Plan Update: 1980-1990; specifically, "to protect open space within the urban core that sustain wildlife, improve drainage, and provide recreation." The indicated implementation strategy for this policy is that the City should actively solicit conservation easements along Charles Creek between South Road Street and Halstead Boulevard as pointed out in the Charles Creek Study.

The ultimate product of the proposed Charles Creek Natural Area Project will be the creation, through conservation easements, of an urban natural area, within the heart of the City, which will function as a natural retention system and storage area for storm water runoff and flood waters. The natural area will also provide habitat for birds and small wildlife within the City and provide a corridor for wildlife to enter and leave the City. Other quantifiable objectives of the project are:

- (1) a clear indication that there will be no legal problems in creating the natural area;
- (2) a draft conservation easement form;
- (3) an accurate description (survey) of each individual property owner's easement area upon which easement agreement has been reached; and
- (4) a report narrative relating the process and experiences of the City which could be utilized by other coastal communities desiring to create an urban natural area.

THE FRAMEWORK

The North Carolina Uniform Conservation and Historic Preservation Agreement Act, adopted by the General Assembly in June of 1979, grants authority to municipalities and other agencies (holders) to enter into conservation agreements. (See Appendix.) Section IV of the Act provides that "subject to the conditions stated in this Act, any holder may, in any manner, acquire, receive or become party of a conservation agreement or a preservation agreement". In the Act, a conservation agreement is defined as, "a right, whether or not stated in the form of a restriction, reservation, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of land or improvement thereon or in any order of taking, appropriate to retaining land or water areas predominately in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use, to forbid or limit any or all (a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, (b) dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials, (c) removal or destruction of trees, shrubs, or other vegetation, (d) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface, (e) surface use except for agricultural, farming, forest or outdoor recreational purposes or purposes permitting the land or water area to remain predominately in its natural condition, (f) activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation, or (g) other acts or uses detrimental to such retention of land or water areas."

As seen, conservation agreements (easements) to preserve undeveloped land in its natural state impose certain use restrictions on the property owner (the grantor) such as prohibiting building or the dumping of trash. The owner, however, retains title to and possession of the property and all underlying interests in the property. The owner can continue to use the property in any legal manner not inconsistent with the conditions of the easement. The recipient of the easement (the grantee) does not have the power to use the development rights in any way. The easement is simply a legal agreement or covenant between the grantor and grantee, into which the parties enter for the mutual benefits of land preservation, continued private ownership, and possible tax advantages or other compensation to the owner. (See Appendix for sample easement agreement used in the Charles Creek Natural Area Project.)

In addition to the eleemosynary aspect of the gift of a conservation easement, the owner may also derive the following benefits:

Federal Income Tax Deductions

The Federal Internal Revenue Service allows, as a charitable contribution, the transfer to a qualified organization (a municipality and others) of less than an entire interest in real estate, such as restrictions on how the property may be used. This restriction could include easements and other interests in real property that are similar under State

property laws, such as restrictive covenants. The contribution must be made only for conservation purposes. The "only for" requirement will be satisfied only if the conservation purpose is protected forever. The contribution must involve legally enforceable restrictions on the retained interest in the property that prevent the use of that interest inconsistent with the conservation purpose. To meet the conservation purposes requirement, the contribution must satisfy at least one of the following objectives:

- 1) Preservation of land areas
- 2) Protection of natural habitat
- 3) Preservation of open space
- 4) Preservation of an historically important land area

As regards open space, the preservation must yield a significant public benefit and be either for the scenic enjoyment of the general public or under a clearly defined governmental conservation policy. Visual, not physical, access by the general public to the property may satisfy the scenic enjoyment requirement. Open space easements may qualify even if the property has no significant scenic value, if the preservation or conservation is under a governmental policy.

Generally, the amount of contribution is equivalent to the value of the real property interest contributed. The value of a conservation easement is equal to the loss in value of property which results from subjecting the property to the easement. This would be determined by a "before" and "after" appraisal with the difference being the loss in value. The amount of the contribution that can be counted as a deduction will depend upon the circumstances of the individual making the contribution.

Capital Gains Taxes

The gift of an easement reduces the capital gains tax if the easement lowers the market value of the property.

Federal Gift Taxes

The charitable contribution of a conservation easement that qualified for a Federal Income Tax deduction will generally not be considered a taxable gift.

Estate (Death) Taxes

By limiting the potential use of the land through an easement, the value of the land for estate tax purposes may be reduced. The value of a gift made effective at death or by will should

be included in the valuation of the donor's gross estate but deducted when computing the amount of estate upon which taxes are assessed. The result will be lower taxes for the estate, as well as for the donor's heirs, successors, or assigns.

North Carolina Income Tax

Easements given to the State, its political subdivisions (such as the City), and their agencies are deductible and essentially parallel the Federal tax regulations. Gifts to non-profit charitable or educational organizations are limited to 15% of the adjusted gross income and cannot be carried over into succeeding tax years.

Property Taxes

By reducing the development potential of the property and subsequently its fair market value, the easement may reduce the level of assessment and the amount of property taxes. Since most land has a lower market value after development rights have been relinquished, the assessment for real estate purposes should reflect both the decrease in current fair market value and the elimination of potential market appreciation.

THE PROCESS and EXPERIENCE

Having determined legal authority and the format for the proposed easement agreement, the next step was to begin to negotiate easement agreements with property owners. In the case of Charles Creek, there are fourteen (14) property owners with approximately 8,400 linear feet (lf) of frontage on the Creek (both sides). Fortunately for the project, the City of Elizabeth City owns 3,725 lf, constituting 44% of the total frontage, and the State of North Carolina (Elizabeth City State University) owns an additional 1,000 lf (12%). The remaining frontage is owned by a construction company (17%) and eleven individual, small-parcel owners who control 27% of the total. (See Map in Appendix.)

Since the City is the sponsor of the project and a beneficiary of the proposed easement agreement, a significant part of the natural area is already under development control by the City. The majority of the City-owned property is cemetery and park lands. The State of North Carolina owns a ten-acre tract with approximately 1,000 lf of frontage on the Creek which is part of the Elizabeth City State University (ECSU) Stadium Complex. As this property is in public ownership, it was decided that it would be very desirable to have this property in the program, along with the City's property, as an example, prior to contacting private land owners.

The process for obtaining agreement on the ECSU property took approximately three (3) months. First, negotiations had to proceed within University channels, then to the State Property Officer, and finally to the Council of State, which is the "owner" of State property. (See Appendix for a series of correspondence on the subject.) After agreement was reached on the easement, the easement area was surveyed by a surveyor under contract, as part of the project, to provide a survey of each easement obtained at 17¢ per linear foot. (See Appendix for survey map.)

Before attempting to contact owners of private property, a decision had to be made as to the strategy to be used in presenting the program. One possibility included a mail-out of a letter along with such enclosures as a draft easement agreement, conservation area pamphlets, IRS Charitable Contribution publication, and map of the area, prior to meeting with the owner. After some deliberation, this was rejected in favor of a more personal approach in the form of a face-to-face meeting with each owner similar to what real estate agents might do when attempting to obtain a listing or secure a property interest for a client. This places the negotiator in a better position of "situation control" and allows for a flow of information based upon the owner's concerns and degree of understanding of the program. In addition, the owner is not prejudiced or filled with misconceptions when the negotiator arrives since he/she is not told, when asked for time to "get together", what the "special project" is that the City is working on.

When meeting with the property owner, the most useful material to carry along appears to be maps of the project (especially one which shows property already committed to the program) and a copy of the booklet Conservation and Historic Preservation Easements which can be obtained from the Department of Cultural Resources for about \$1.00 each. This booklet covers the entire conservation easement concept including philosophy, tax benefits, enabling law and sample easement.

Although the concept of a conservation easement might appear to be simple on its face, it is a relatively foreign and complex matter to the average property owner, to whom "easement" normally means right-of-way for water and sewer lines, etc. Some of the questions and comments that will arise are: "Whata you gonna give me for it?"; "'Forever' is a long time"; "Why don't you just buy the property?"; "How about trading for that piece of property the City owns at?"; etc. This is one of the reasons for the face-to-face meeting with the owner on the first contact, as opposed to a mail-out. The person doing the negotiating should be prepared for these types of questions. Consideration of these questions should also be made in designing the concept of the program, that it, whether it will be strictly a conservation easement in which the consideration is \$1.00, purchase of the easement with right-of-access, outright purchase, dedication (gift), or some combination. At the present time, the Charles Creek Project is based on conservation easements, although the owner of one significant parcel involved is studying the benefit of dedication. If this dedication comes to pass, over sixty (60) percent of the frontage on the Creek will be in City ownership with an additional twelve (12) percent in State ownership and under easement agreement. This would place over 3,100 feet of continuous frontage of each side of the Creek under City control, either by ownership or easement agreement.

In regard to benefits to the property owner, most of the literature places a significant amount of emphasis on the tax benefit aspect of the program. However, in the Charles Creek Project, tax benefit had to be de-emphasized, thereby taking away a potential major selling point, due to the nature of the property involved. The reason for this is that the property, which is wooded swamp, is essentially undevelopable; and therefore, an agreement not to develop the property would have little, if any, effect upon the value of the property after the agreement is made. The result of this is that the charitable contribution would likely be of small or negligible monetary value; and therefore, the tax benefit aspect would also be small or negligible. The Charles Creek Project has, therefore, had to proceed on the basis of the general public benefit of the easement.

Some property owners, such as absentee owners and "heir" property will be difficult to bring into the program; and there is no guarantee that all property owners will agree to the easement. However, until all property within the proposed natural area is brought into the program, work toward obtaining easements on the Charles Creek Natural Area Project will actively continue.

APPENDIX

HISTORIC PRESERVATION and CONSERVATION AGREEMENT ACT

The General Assembly of North Carolina enacts:

Section 1. The title of this act shall be known as the Historic Preservation and Conservation Agreement Act.

Section 2. Definitions. Subject to any additional definitions contained in this act, or unless the context otherwise requires:

- (1) A "preservation agreement" means a right, whether or not stated in the form of a restriction, reservation, easement, covenant, condition or otherwise, in any deed, will or other instrument executed by or on behalf of the owner of the land or any improvement thereon, or in any order of taking, appropriate to preservation of a structure or site historically significant for its architecture, archaeology, or historical associations, to forbid or limit any or all (a) alteration, (b) alterations in exterior or interior features of the structure, (c) changes in appearance or condition of the site, (d) uses not historically appropriate, or (e) other acts or uses supportive of or detrimental to appropriate preservation of the structure or site.
- (2) A "conservation agreement" means a right, whether or not stated in the form of a restriction, reservation, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of land or improvement thereon or in any order of taking, appropriate to retaining land or water areas predominately in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use, to forbid or limit any or all (a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, (b) dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials, (c) removal or destruction of trees, shrubs, or other vegetation, (d) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface, (e) surface use except for agricultural, farming, forest or outdoor recreation purposes or purposes permitting the land or water area to remain predominately in its natural condition, (f) activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation, or (g) other acts or uses detrimental to such retention of land or water areas.

- (3) "Holder" means any public body of this State, including the State, any of its agencies, any city, county, district or other political subdivision or municipal or public corporation, or any instrumentality of any of the foregoing, any non-profit corporation or trust, or any private corporation or business entity whose purposes include any of those stated in (1) and (2) above, covering the purposes of preservation and conservation agreements.

Section 3. Applicability. (a) This act shall apply to all conservation and preservation agreements falling within its terms and conditions. (b) This act shall not be construed to make unenforceable any restriction, easement, covenant or condition which does not comply with the requirements of this act. (c) This act shall not be construed to diminish the powers of any public entity, agency or instrumentality to acquire by purchase, gift, devise, inheritance, eminent domain or otherwise and to use property of any kind for public purposes.

Section 4. Acquisition and Approval of Conservation and Preservation Agreements. Subject to the conditions stated in this act, any holder may, in any manner, acquire, receive or become a part of a conservation agreement or a preservation agreement.

Section 5. Validity of Agreements. (a) No conservation or preservation agreement shall be unenforceable because of (1) lack of privity of estate or contract, or (2) lack of benefit to particular land or person, or (3) the assignability of the benefit to another holder as defined in this act. (b) Such agreements are interests in land and may be acquired by any holder in the same manner as it may acquire other interests in land. (c) Such agreements may be effective perpetually or for shorter stipulated periods of time. (d) Such agreements may impose present, future, or continuing obligations on either party to the agreement, or their successors, in furtherance of the purposes of the agreement.

Section 6. Enforceability of Agreements. (a) Conservation or preservation agreements may be enforced by the holder by injunction and other appropriate equitable relief administered or afforded by the courts of this State. Where appropriate under the agreement, damages, or other monetary relief may also be awarded either to the holder or creator of the agreement or either of their successors for breach of any obligations undertaken by either. (b) Such agreements shall entitle representatives of the holder to enter the involved land or improvement in a reasonable manner and at reasonable times to assure compliance.

Section 7. Assessment of Land or Improvements Subject to Agreement. For purposes of taxation, land and improvements subject to a conservation or preservation agreement shall be assessed on the basis of the true value of the land and improvement less any reduction in value caused by the agreement.

Section 8. Public Recording of Agreements. (a) Conservation agreements shall be recorded in the office of the Register of Deeds of the county or counties in which the subject land or improvement is located, in the same manner as deeds are now recorded. (b) Releases or terminations of such agreements shall be recorded in the same waiver. Releases or terminations, or the recording entry, shall appropriately identify by date, parties, and book and pages of recording, the agreement which is the subject of the release or termination.

Section 9. Short Title. This act shall be known and may be cited as Uniform Conservation and Historic Preservation Agreement Act.

Section 10. This act is effective upon ratification and applies only to agreements executed, created or entered into after that date.

In the General Assembly read three times and ratified, this the 1st day of June, 1979.

James C. Green, President of the Senate

Carl J. Stewart, Jr., Speaker of the House of Representatives

SAMPLE EASEMENT

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this _____ Day of _____, 198____, by and between _____, hereinafter called the Grantor, and _____, hereinafter called the Grantee.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property hereinafter described, situated in the _____ Township of _____ County, North Carolina; and

WHEREAS, said property has scenic, natural, and aesthetic value in its present state as a natural area which has not been subject to development or exploitation; and

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

WHEREAS, the Grantor and Grantee recognize the scenic, natural, and aesthetic value of the property in its present natural state, and have, by the conveyance of a Conservation Easement to the Grantee, the common purpose of conserving the natural values of said property, preserving the natural character of said property, and preventing the use or development of

said property for any purpose or in any manner which would conflict with the maintenance of the said property in its scenic, natural, and wooded condition;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the Grantor in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor hereby grants and conveys unto the Grantee and its successors forever and in perpetuity an interest and Conservation Easement of the nature and character and to the extent hereinafter set forth, in respect to the lands of the Grantor situated in the _____ Township of _____ County, North Carolina, more particularly described as follows:

(Legal Description of Lands)

The terms, conditions, and restrictions of the Conservation Easement are as hereinafter set forth;

- 1.-) No building, billboard or advertising materials, fence, or other structure shall be erected on the property unless such structure replaces a pre-existing structure of similar size, bulk, or height.
- 2.-) There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material.
- 3.-) There shall be no excavation, dredging or removal of loam, gravel, soil, rock, sand, or other material nor

any building of roads or other change in the general topography of the land, excepting the maintenance of existing foot trails, fire lanes, farm roads, or other accesses.

- 4.-) There shall be no removal, destruction, or cutting of trees, shrubs, or other vegetation except as may be necessary for (a) the maintenance of existing foot trails, fire lanes, or other accesses, (b) the prevention or treatment of disease, or (c) other good husbandry practices approved by the Grantee.
- 5.-) No advertising of any kind or nature shall be located on or within the property.
- 6.-) There shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil conservation, and fish and wildlife or habitat preservation.

In the event a violation of these terms, conditions, or restrictions is found to exist, the Grantee, or its successor or assign, may, after a 30-day notice to the Grantor, or his personal representatives, heirs, successor, or assigns, institute a suit to enjoin to exparte, temporary and/or permanent injunction such violation, to require the restoration of the property to its prior condition, or for damages for breach of covenant.

The Grantee, or its successor, or assign, does not waive for forfeit the right to take action as may be necessary to insure compliance with the terms, conditions and purposes of this Conservation Easement by a prior failure to act.

The Grantee, or its successor or assign, reserves the right to enter the property at all reasonable times for the purpose of inspecting said property to determine if the Grantor, or his personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement.

The Grantor expressly reserves for himself, his personal representatives, heirs, successors, or assigns, the right to continue the use of the property for all purposes not inconsistent with this Conservation Easement.

The Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will be inserted by him in any subsequent deed, or other legal instrument by which he divests himself of either the fee simple title to or of his possessory interest in the subject property.

TO HAVE AND TO HOLD unto the _____
(Grantee) _____ and _____
(Grantor) _____ to the use of the Grantee,
its successors and assigns forever. The covenants agreed to and
the terms, conditions, restrictions, and purposes imposed as
aforesaid shall not only be binding upon the Grantor but also
his agents, personal representatives, heirs, and assigns, and
all other successors to him in interest shall continue as a
servitude running in perpetuity with the above described land.

IN WITNESS WHEREOF, The Grantor and Grantee have hereunto
set their hands and seals in the day and year above written:

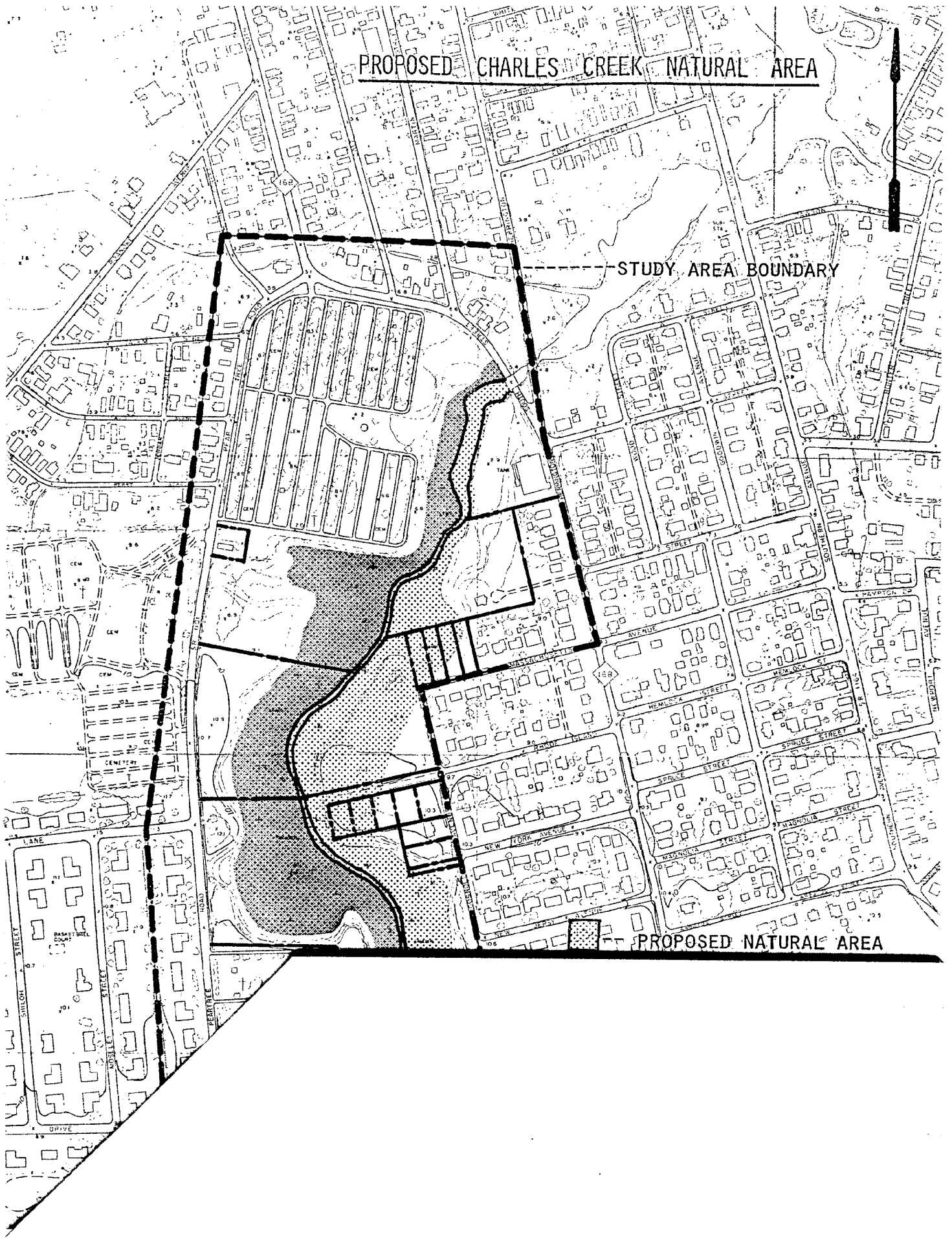
WITNESS

(Customary signature and notarization)

PROPOSED CHARLES CREEK NATURAL AREA

STUDY AREA BOUNDARY

PROPOSED NATURAL AREA





City of Elizabeth City

P. O. Box 347

Elizabeth City, North Carolina 27909

December 23, 1982

Dr. Jimmy Jenkins
Vice Chancellor - Academic Affairs
Elizabeth City State University
Parkview Drive
Elizabeth City, North Carolina 27909

Dear Dr. Jenkins:

Enclosed you will find a draft of the conservation easement to be used. Please review it and let me know if you have any questions. I would like to meet with you during the first or second week of January concerning the easement in order to meet our timetable for completing the natural area project.

Thank you for your assistance.

Sincerely,

Michael W. Avery
Interim Planning Director

MWA:sgb

Enclosure

Elizabeth City State University

ELIZABETH CITY, NORTH CAROLINA 27909

OFFICE OF THE
VICE CHANCELLOR
FOR FISCAL AFFAIRS



Mr. Alton Phillips
Office of State Property
Department of Administration
116 W. Jones Street
Raleigh, North Carolina 27611

Re: Elizabeth City State University
Deed of Easement

Dear Mr. Phillips:

Please find enclosed a sample copy of Deed of Easement presented to Elizabeth City State University for acceptance by the City of Elizabeth City along with a map outlining the area to be included in the proposed easement.

It is requested that you review the enclosed materials and make a determination as to whether we can sign the proposed Deed of Easement. If there are further questions, please call me at (919) 335-3472 or Mr. Mike Avery, Director of Planning & Community Development at (919) 338-3981.

Cordially yours,

A handwritten signature in cursive script that reads "Roger A. McLean".

Roger A. McLean
Vice Chancellor-Fiscal Affairs

ebp

cc: Dr. Jimmy R. Jenkins
Dr. Harry J. Ghee
Dr. T. V. Beasley
Mr. Mike Avery

MARION D. THORPE, Chancellor

Elizabeth City State University is a constituent institution of
THE UNIVERSITY OF NORTH CAROLINA

North Carolina
Department of Administration 
116 West Jones Street Raleigh 27611

James B. Hunt, Jr. Governor
Jane Smith Patterson, Secretary

State Property Office
Charles E. Grady, Jr., Director
(919) 733-4346

February 11, 1983

Mr. Roger A. McLean
Vice-Chancellor-Fiscal Affairs
Elizabeth City State University
Elizabeth City, NC

Re: Elizabeth City State University
Proposed Conservation Easement to City of Elizabeth City

Dear Mr. McLean:

Regarding the above-referenced, please have the attached PO-2 forms completed and returned to this office by February 21, 1983.

Thank you for your cooperation.

Sincerely,

CHARLES E. GRADY, JR.


Alton Phillips
Real Property Agent

HAP/ewv

Attachment

original and one copy to
State Property Office

STATE OF NORTH CAROLINA
DEPARTMENT OF ADMINISTRATION
RALEIGH

*DISPOSITION OF REAL PROPERTY

Institution or Agency Elizabeth City State University

Date February 16, 1983

The Department of Administration is requested, as provided by GS 146-28 to dispose of the real property herein described by (sale), (lease), (rental), or (other specify) easement donation

The disposition is recommended for the following reasons: The property is either undevelopable or economically unfeasible for development. The property is a critical parcel in the creation of an urban natural area within the heart of the City, which would function as a natural retention system and storage area for storm water runoff and/or flood waters. The natural area would provide habitat for birds and small game within the City and provide a corridor for wildlife to enter and leave the City.

Description of Property: (attach additional sheets if necessary). The property is a boot-shaped parcel containing approximately 10.2 acres located east of the University's new stadium complex, which is currently under construction, in front of the intersection of Hoffler Street and Herrington Road. The property is further bounded on the south by Halstead Boulevard and on the east by Charles Creek (see attached map).

Estimated value: Value according to Pasquotank County Tax Office: \$20,315

Where deed is filed, if known: Pasquotank County, Deed Book 374, Page 198

If deed is in the name of agency other than applicant, state the name: State of North Carolina

Rental income, if applicable, and suggested terms: Not applicable

Funds from the disposal of this property are recommended for the following use:

Not applicable

(fill in if Agency has a Governing Board)

Action recommending this transaction was taken by the Governing Board of _____

and is recorded in the minutes thereof, on (date) _____

Above statement Not Applicable.

Signature

Marion D. Hope

Chief Executive Officer of Agency

North Carolina 
Department of Administration
116 West Jones Street Raleigh 27611

James B. Hunt, Jr. Governor
Jane Smith Patterson, Secretary

State Property Office
Charles E. Grady, Jr., Director
(919) 733-4346

April 26, 1983

Mr. Mike Avery
City of Elizabeth City
P. O. Box 347
Elizabeth City, NC 27909

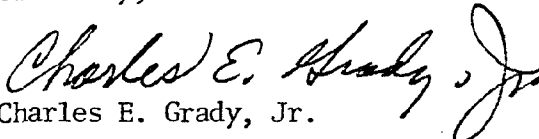
Re: Conservation Easement to City of Elizabeth City
Elizabeth City State University

Dear Mr. Avery:

The Council of State approved the above-referenced easement request at their meeting on March 1, 1983.

Please forward the survey of the easement area at your earliest convenience.

Sincerely,


Charles E. Grady, Jr.

HAP/ew

May 2, 1983

Mr. Charles E. Grady, Jr., Director
State Property Office,
116 West Jones Street
Raleigh, North Carolina 27611

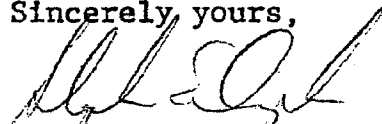
RE: Conservation Easement to City of Elizabeth City
Elizabeth City State University

Dear Mr. Grady:

First, please be advised that Michael Avery is no longer with the City of Elizabeth City. Mr. Avery left us in March to take employment with the State in Raleigh.

Per your letter of April 26, 1983, enclosed please find a copy, certified by the surveyor, of the Elizabeth City State University easement plat. If further information is required, please do not hesitate to contact us.

Sincerely yours,



Stephen E. Dayenport
Director

PLANNING & COMMUNITY DEVELOPMENT

SEM/cbh

Enclosures

SURVEY FOR NATURAL AREA OF

CITY OF ELIZABETH CITY

ELIZABETH CITY

PASQUOTANK CO., NORTH CAROLINA

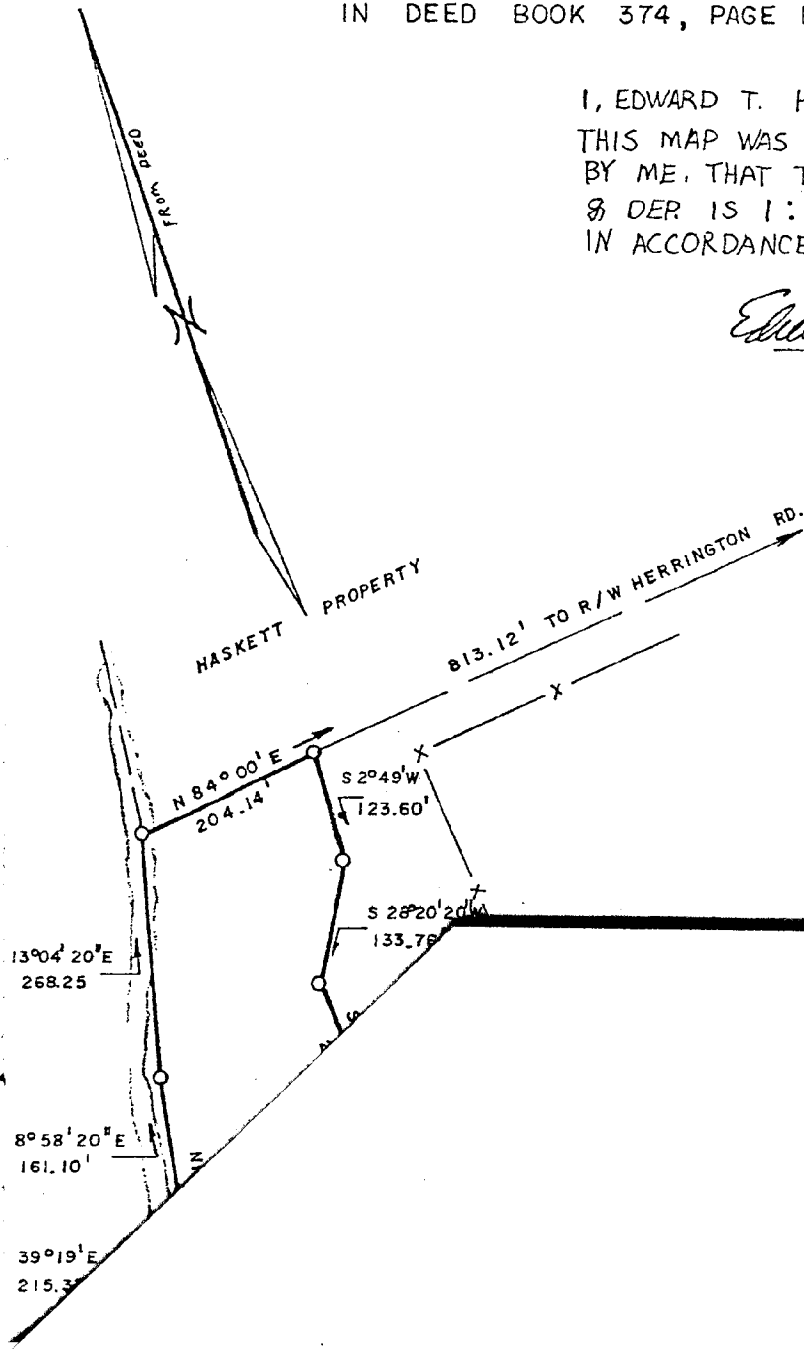
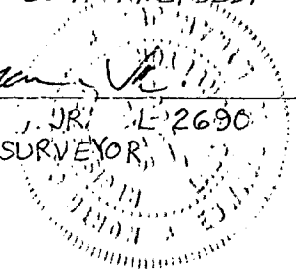
SCALE 1" = 200'

APRIL 22, 1983

BEING A PORTION OF THE PROPERTY RECORDED
IN DEED BOOK 374, PAGE 198.

I, EDWARD T. HYMAN, JR., HEREBY CERTIFY THAT
THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY
BY ME. THAT THE ERROR OF CLOSURE BY LAT.
& DEP IS 1:11,204, THAT THIS MAP WAS DRAWN
IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

Edward T. Hyman, Jr.
EDWARD T. HYMAN, JR. L-2690
REG. LAND SURVEYOR



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