

WAKE COUNTY, NC 517
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 04/26/2005 AT 15:46:01

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NORTH CAROLINA

COUNTY OF WAKE

CITY OF RALEIGH, a municipal corporation,

Plaintiff,

vs.

WILLIS A. PEOPLES; SHIRLEY A.
 PEOPLES; THE COUNTY OF WAKE,

Defendant(s),

CIVIL ACTION
 IN THE GENERAL COURT OF JUSTICE
 SUPERIOR COURT DIVISION
 Case No 03CVS3417

CONSENT JUDGMENT

THIS CAUSE, coming on to be heard before the undersigned Judge of the Superior Court of Wake, it having been stipulated by the parties and the Court finding as a fact the following:

1. On March 13, 2003, the City of Raleigh ("the City") duly instituted this action by the issuing Summons and filing a Complaint, Declaration of Taking, and Notice of Deposit (together "the Complaint"), and depositing six thousand eight hundred forty five dollars (\$6,845.00), the sum estimated by the Plaintiff to be just compensation for the taking of the property of the defendants.

2. Summons, together with a copy of the Complaint, Declaration of Taking and Notice of Deposit were duly served upon each of the Defendants, or service has otherwise been secured against each of the defendants, as they appear of record.

3. On July 16, 2003, the City filed an Amended Complaint, Declaration of Taking, and Notice of Deposit ("Amended Complaint"). The effect of the Amended Complaint was to modify and increase the City's estimate of just compensation for the taking. With the Amended Complaint, the City deposited an additional eleven thousand one hundred fifty five dollars (\$11,155) for a new total deposit of eighteen thousand dollars (\$18,000.00).

4. On March 18, 2004, Defendant County of Wake filed a Stipulation, stating that all taxes had been paid and that it no longer had any interest to be adjudicated in this lawsuit. In its Stipulation, Defendant County of Wake also requested that it not be served with any pleadings or other documents in this action.

5. On July 12, 2004, Defendants Willis A. Peoples and Shirley A. Peoples timely filed their Answer to the Amended Complaint and alleged that the new total amount deposited did not represent just compensation.

6. All persons having or claiming to have an interest in the condemned land are parties hereto and are duly before the Court.

7. The parties have now settled all matters in controversy between them, and, as agreed by the parties, the total sum of forty two thousand five hundred dollars (\$42,500), which sum includes any claim by the defendants to interest, is the full and adequate value of, and represents just compensation for, the taking of the defendants' property.

ON THE FOREGOING FINDINGS AND STIPULATIONS, THE COURT CONCLUDES AS A MATTER OF LAW THE FOLLOWING:

1. The City was entitled to acquire and did acquire on March 13, 2003, the property of the defendants as described herein.

2. These proceedings as appears from the Pleadings are regular in every respect and no just cause has been shown against granting the prayer contained in the Complaint, Declaration and Notice.

3. Except as expressly set forth herein, the defendants are not entitled to any further relief from the plaintiff as a result of the taking.

4. Defendant, Willis A. Peoples and Shirley A. Peoples, are entitled to be disbursed the condemnation proceeds.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

1. On March 13, 2003, the Plaintiff, City of Raleigh, by filing a Complaint, Declaration of Taking, and Notice of Deposit, has condemned and shall be permanently vested with, the property, interest or estate, described as follows:

See Exhibit A, attached and incorporated hereinto.

2. The City of Raleigh shall pay into the Court the additional sum of twenty four thousand five hundred dollars (\$24,500).

3. The total sum of forty two thousand five hundred dollars (\$42,500) deposited by the City of Raleigh shall, by agreement between parties, be disbursed by the Clerk to Cranfill, Sumner & Hartzog, LLP in trust for Willis A. Peoples and Shirley A. Peoples.

4. A copy of this Judgment shall be certified under seal of the Court to the Register of Deeds of this County, and the Register of Deeds shall be ordered to record this Judgment among the land records of the County.

5. The Plaintiff, City of Raleigh, shall pay the costs of this action.

This 6 day of March, 2005.

April Everly W. Skel
JUDGE PRESIDING

Consented To:
Plaintiff, City of Raleigh

By: Francis P. Rasberry
Francis P. Rasberry, Jr.
NC State Bar No. 5806
Deputy City Attorney
1 Exchange Plaza, Suite 1020
219 Fayetteville Street Mall
Raleigh, NC 27601
(919) 890-3060

Consented To:

Willis A. Peoples
Willis A. Peoples 3-28-05

Shirley A. Peoples
Shirley A. Peoples 3-28-05

George B. Autry, Jr.
George B. Autry, Jr.
NC State Bar No. 18083
Cranfill, Sumner & Hartzog, L.L.P.
Attorney for Defendants,
Willis A. and Shirley A. Peoples
P.O. Box 27808
Raleigh, NC 27611
(919) 828-5100

CERTIFIED TRUE COPY FROM ORIGINAL
Clerk of Superior Court, Wake County

BY Michael E. Gandy
Assistant Deputy, Clerk Superior Court.

Date: 4-20-05

Exhibit A

1. DESCRIPTION OF ENTIRE TRACT OR TRACTS AFFECTED BY TAKING:

Parcel I.D. 0103638

Pin Number 1737 97 3897

Being that parcel owned by the defendants herein and identified as No.69 on the recorded plat referenced hereinbelow.

2 STATEMENT OF THE PROPERTY TAKEN

CONSERVATION AND GREENWAY EASEMENTS (Neuse River)

Conservation and Greenway Easements, the same being in gross, perpetual in nature, running with the land, and binding upon the property owners, their heirs, successors, assigns, agents and licensees, the nature and extent of such easements being as follows.

A. CONSERVATION EASEMENT

An easement to maintain and preserve the property and area described hereinbelow in an undeveloped, undisturbed, and natural state, in order to protect and enhance the ecological, water quality, recreational and conservation values of the property, and surrounding properties along the Neuse River and its tributaries. Pursuant to such Conservation Easement, and except as allowed pursuant to the Greenway Easement, hereinbelow, the following uses and activities are expressly prohibited:

- (1) Industrial or commercial activities, including pedestrian or vehicular accesses for such purposes; and
- (2) Agricultural, timber harvesting, horticultural, or animal husbandry uses; and
- (3) Construction or placement of buildings, equipment, structures, walls, fences, towers, poles, wires, conduits or signs, excepting Conservation and/or Greenway informational signs of appropriate Governmental authorities; and
- (4) Cutting of trees, excavating, filling, removal or placement of soil or other material, alteration of natural topography; or any other degradation or disturbance of natural features, including wetlands and water bodies, except as pursuant to Greenway trail construction and maintenance, fire prevention and/or containment activities, selective planting, wetlands, hydrology, and similar conservation management, control, and enhancement activities, all as may be undertaken by appropriate governmental authorities; and
- (5) Dumping or depositing of junk, refuse, or other waste materials, or the commission or allowance of any public nuisance; and
- (6) Any other use or activity on the property detrimental to conservation purposes and values; and

Uses and activities not prohibited, restricted, or otherwise in conflict with such Conservation Easement are expressly reserved to the property owner, specifically including

the following:

- (1) Rights and incidents of fee ownership of the property, including the entitlement to development density credits and similar incidents of ownership under applicable zoning and land use regulations of governmental authorities; and
- (2) The right to engage in passive recreational uses of the property, including pedestrian access and use, fishing and hunting (unless otherwise prohibited and/or restricted by law), nature studies, and similar uses not detrimental to the conservation values of the property.

B. GREENWAY EASEMENT

An easement for the construction, maintenance, improvement, repair, and use by the public of a paved or unpaved Greenway trail, or trails, for purposes including walking, biking, jogging, nature studies, picnicking and similar recreational uses. Any Greenway trail shall be no closer than fifty (50) feet from the bank of the Neuse River, and not exceed in area 3% of the total easement areas described herein. Permitted Greenway uses shall include the right to place, construct, maintain and use facilities such as decks, benches, nature signs, litter receptacles, and similar facilities for the comfort and use of the public, all such activities and uses to be in accord with the official Capital Area Greenway Master Plan and the Neuse River Corridor Recreation Plan of the City of Raleigh, North Carolina

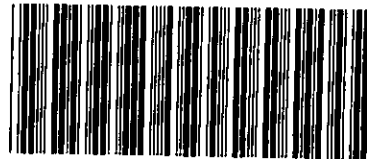
These easements comprise the following number of square feet: 62,577.

3. DESCRIPTION OF AREA TAKEN:

Those easement areas enumerated above, in, upon, and across the above- referenced parcel, being more particularly described as follows:

BEGINNING at a point, a control corner having N.C. Grid coordinates (NAD 83) N= 778,108.3168 E=2,139,321.7808 CGF= 0.99991420; thence south 72°20'13" east 138.82 feet to a point; thence south 12°03'49" east 58.37 feet to a point; thence south 15°39'09" west 74.87 feet to a point; thence south 27°42'26" west 109.70 feet to a point; thence south 13°09'34" west 50.12 feet to a point; thence south 49°25'20" east 77.11 feet to a point; thence north 88° 55' 06" east 75.20 feet to a point; thence south 32°09'32" west 134.71 feet to a point lying within the Neuse River; thence along the Neuse River north 54°27'13" west 138.16 feet to a point and north 71°26'13" west 110.10 feet to a point; thence departing the Neuse River north 21°13'15" east 271.92 feet to a point; thence north 2°52'13" west 111.29 feet to the point and place of BEGINNING,

and as further described on a plat prepared by BBM Associates, Inc., entitled "Revised Greenway Survey for City of Raleigh", dated 10/08/003, and attached to the plaintiff's Complaint as Exhibit C.



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**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina – Wake County

The foregoing certificate___ of _____

_____ Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages