Doc ID: 001678610028 Type: CRP
Recorded: 11/28/2011 at 04:33:22 PM
Fee Amt: $78.00 Page 1 of 28
Revenue Tax: $0.00
Lenoir County, NC
Margaret Seymour Register of Deeds
BK 1645 PG 144-171

STATE OF NORTH CAROLINA
LENOIR COUNTY
SPO File Number 54-x
EEP ID # 7
Prepared by and return to:
Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

CONSERVATION EASEMENT
Phase I (Washington Ave. to Lincoln St.)

THIS CONSERVATION EASEMENT DEED, made this 21st day of November 2011, by the City of Kinston, ("**Grantor**"), to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

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

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; and

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

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

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Lenoir County, North Carolina (the "**Property**"), and being more particularly described as those certain parcels of land lying along Adkin Branch between Washington Avenue and Lincoln Street referred to as **Phase 1** as shown on "**Attachment A**"

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

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over a described area of the Property, referred to hereafter as the "Conservation **Easement Area-Phase 1**", for the benefit of the people of North Carolina, and being all of the tracts of land containing **32.40 +/- acres** as shown on a plat of survey entitled "Conservation Easement for North Carolina Ecosystem Enhancement Program, City of Kinston Properties" dated 7/26/10, certified by Herb Proctor, PLS, Stewart Proctor Engineering and Surveying, and **recorded in Map Book** 12, **Page** 363-370 Lenoir County Registry. The Conservation Easement Areas being more particularly described below. See "**Attachment B**" for legal text.

Conservation Easement Areas for **Phase 1**:

Tract A-	5.69 +/- acres (Washington to Gordon)
Tract B-	3.15 +/- acres (Gordon to Cashwell)
Tract C-	23.56 +/- acres (Cashwell to Lincoln, includes Holloway)
Total	32.40 +/- acres

I. PURPOSE

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

II. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

III. WARRANTY PERIOD

For purposes of this Conservation Easement, **warranty period** is hereby defined as a five-year period beginning with completion of construction of the stream improvements by Grantee and ending after a five-year period. If success criteria are not met within five years, the warranty period will be extended until success criteria are met. During the warranty period, Grantee shall be solely responsible for project maintenance and monitoring. However, Grantor may, at the discretion of the Grantee, participate in maintenance activities. After the warranty period, Grantor may, at its sole discretion, maintain the project in the same functional state as existed on the last day of the warranty period.

The warranty period for the nine (9) Stormwater Sand Filter BMPs for Phases One and Two of the Adkin Branch Restoration is described in the attached Stormwater Sand Filter BMP Maintenance Letter of Understanding and its attached Exhibit A, referenced as "**Attachment C**" and incorporated herein. Stormwater BMPs number four (4) through nine (9) lie within the permanent conservation area for Phase 1. Stormwater BMPs number One (1) through three (3) are planned for Phase Two (2)

IV. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. The Grantor retains the right to maintain and repair, as well as accepts the sole financial responsibility for the stormwater best management practices shown on the plat for Phase One (1) and labeled as BMP #4 through BMP #9 dated 7/26/10 entitled "Conservation Easement Survey for North Carolina Ecosystem Enhancement Program, City of Kinston Properties" recorded in Map Book 10 Page 363-370 of the Lenoir County Registry. Transfer of maintenance responsibilities to the City of Kinston and the maintenance plan are further described in "**Attachment C**."

Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

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

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

C. **Vegetative Cutting.** Except as related to the removal of non-native plants, diseased or damaged trees and vegetation that obstructs, destabilizes or renders unsafe the Easement Area, or except as necessary to control invasive and/or exotic species, or except as necessary to maintain stormwater BMPs and other stormwater conveyances as agreed to in BMP Letter of Understanding, dated 11/6/2009 or "**Attachment C**" , or as necessary to provide for the other expressly allowed uses in the conservation easement, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Easement Area is prohibited. All vegetative cutting shall be done in a manner that maintains the integrity of the Conservation Easement.

D. **Industrial, Residential and Commercial Uses.** All are prohibited in the Easement Area. Vehicular parking is prohibited.

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

F. **New Construction.** There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Easement Area. Replacement/maintenance of existing structures (poles, bridges, etc.) and access to these structures in the conservation easement and existing utility easements is allowed in a manner that maintains the integrity of the conservation easement area with prior notice to the Grantee except in cases involving emergencies related to Grantor's structures or utilities.

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

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

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

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

K. **Water Quality and Drainage Patterns.** There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns except within the designated Stormwater Best Management Practices (BMP) areas for Phase 1 shown as BMP #4-BMP#9 on the plat entitled "Conservation Easement for North Carolina, Ecosystem Enhancement Program, City of Kinston Properties" dated 7/26/10 recorded in Map Book 12 Page 363-370 of the Lenoir County Registry. In addition, any activity by the Grantor diverting, causing, allowing or permitting the diversion of surface or underground water into,

within or out of the Easement Area excepted as noted above in this paragraph is not allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited.

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

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

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

O. **Utilities.** Through, over, under and across the Easement Area, the following utility uses for sanitary sewer lines, water lines, overhead/underground power, gas, cable, or telephone lines, and stormwater conveyances are allowed within the utility line corridors on the map entitled "Conservation Easement for North Carolina, Ecosystem Enhancement Program, City of Kinston Properties" dated 7/26/10, certified by Herb Proctor, and recorded in Map Book 12 Page 363-370 of the Lenoir County Registry, or within a 20-foot corridor centered on any existing utility lines discovered during or after restoration work, as specified in item 4 below, and conditioned as follows:

1) The City reserves permanent sanitary **sewer** easements within Conservation **Easement Area-Phase 1** for its use in maintaining and repairing the City's existing **sewer** lines. These easements are shown on the map entitled "Conservation Easement for North Carolina, Ecosystem Enhancement Program, City of Kinston Properties" dated 7/26/10 certified by Herb Proctor and recorded in Map Book 12 Page 363-370 of the Lenoir County Registry. Vegetation within the sanitary sewer easements shall not be cut lower than four to six inches above ground level except as needed in cases of emergency repairs.

2) The City reserves permanent **water line** easements within Conservation Easement Areas for its use in maintaining and repairing the City's existing water lines. These water line easements are shown on the map entitled "Conservation Easement for North Carolina, Ecosystem Enhancement Program, City Of Kinston Properties" dated 7/26/10 certified by Herb Proctor and recorded in Map Book 12 Page 363-370 of the Lenoir County Registry. Vegetation within the water line easement shall not be cut lower than four to six inches above ground level except as needed in cases of emergency repairs.

3) All disturbed facilities, features and vegetation will be restored to their original condition to the greatest extent reasonably practicable after any utility maintenance activities and emergency repairs. Due to the environmental sensitivity of the Conservation Easement Area, any disturbed and removed vegetation in access areas, staging areas, constructed areas, excluding the permanent utility easement, will be replaced with herbaceous species such that the Property achieves a rapid recovery from the disturbance. The permanent utility easement shall be planted with suitable grass vegetation which shall be restored when disturbed.

4) Any new utility corridors and construction shall be preapproved by Grantee and regulatory agencies. The location of such pre-approved new utility corridors shall be at least thirty (30) feet from the top of stream bank unless explicit exception is granted by the Grantee. The area between the utility corridor and the top of stream bank must remain undisturbed except for creek crossings.

Any existing utility lines discovered in the Conservation Easement Area after the recording of the plat referenced above shall be disclosed to the Grantee in a timely manner with specifics as to their respective locations and potential impact on the permanent conservation easement area and the structures within the stream restoration. Corridors for said discovered lines will be considered to be 20 feet in width.

5) Pipeline and utility line construction will be minimized to the greatest extent reasonably practicable. Notwithstanding the foregoing, it is understood and agreed that: the use of pump stations and/or the installation of such lines at a depth greater than 15 feet are not reasonably practicable and shall not be required to avoid or minimize pipeline construction subject to this Conservation Easement; and the use of motorized vehicles, including heavy equipment for construction and maintenance work, is necessary to construct, access and maintain pipelines subject to this Conservation Easement.

6) Corridor and clearing width for construction, access and maintenance will be limited to the minimum necessary to construct, access, and maintain the needed facilities.

7) Creek crossings for pipelines or utility lines will be avoided at locations where there are structures in place for grade control, habitat improvement, and bank stabilization. If any disturbance occurs to Grantee's structures or improvements in the Conservation Easement Area as a result of construction or maintenance of pipelines or utility lines, the Grantor will ensure that the damaged structures and improvements are restored to their original condition to the greatest extent reasonably practicable.

8) Any features or vegetation disturbed as a result of the construction or maintenance of pipelines or utility lines within the Conservation Easement Area will be restored to their original condition to the greatest extent reasonably practicable using native trees, shrubs and herbaceous vegetation. Vegetative plantings must be completed during the next planting season following completion of the construction

or maintenance activity and must comply with the mitigation plan specifications for the site.

9) Crossings of stream mitigation sites and any adjacent wetland areas shall be accomplished by utilizing directional drilling/ boring methods to the greatest extent reasonably practicable. Stream or wetland crossings that are not accomplished by directional drilling/boring methods must be perpendicular to the wetlands or streams to greatest extent reasonably practicable. Excavated crossings must be constructed in dry areas as much as reasonably possible using temporary coffer dams or similar structures. Coffer dams must consist of non-erosive materials or portable structures.

10) Erosion control devices must be utilized in conjunction with construction and maintenance work to contain all disturbed materials and conform to State requirements.

11) Reasonable signage may be erected to identify the owner of the pipeline and/or utility lines and to provide safety information.

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

V. GRANTEE RESERVED USES

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

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow. The Grantee and authorized representatives of the Grantee shall provide prior notification to the Grantor of the construction schedule including but not limited to bid opening, award, notice to proceed, and pre-construction meetings. The easement rights granted herein do not include or establish for the public any access rights.

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

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

VI. ENFORCEMENT AND REMEDIES

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

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

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

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

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

VII. MISCELLANEOUS

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

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

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

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

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

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

VIII. QUIET ENJOYMENT

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

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

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

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

City of Kinston

By:_____ **(SEAL)**

Title/Name (print): BJ Murphy, Mayor

Attested by:_____

Title/Name (print): Christina Aphin, City Clerk

NORTH CAROLINA

COUNTY OF LENOIR

I, MONIQUE L. HICKS, a Notary Public in and for the County and State aforesaid, do hereby certify that Christine Alphin personally appeared before me this day and acknowledged that she is City Clerk of the City of Kinston, and as the act of the City of Kinston, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal and attested by herself as its City Clerk.

Witness my hand and notarial seal this 21st day of NOVEMBER, 2011.

MONIQUE L. HICKS NOTARY PUBLIC LENOIR COUNTY, N.C.

(Notary Seal)

Notary Public

MONIQUE L. HICKS

(Type or print Notary Public Name)

My commission expires:

July 4, 2016

"Attachment A"
Phase 1

City-Owned Parcels along Adkin Branch between Washington Avenue and Lincoln Street involved in Adkin Branch Stream Restoration Project as shown on a plat of survey entitled "Conservation Easement for North Carolina Ecosystem Enhancement Program, City of Kinston Properties" dated 7/26/10, certified by Herb Proctor, PLS, Stewart Proctor and **recorded in Map Book** 12, **Page** 363-370, Lenoir County Registry.

Lot *	PIN Number	Address
Phase 1		
77	452516937342	Rochelle Blvd.(ball park)
127	452516845462	407 Pine Street (formerly Lucas-Turner)
128	452516845198	333 Pine Street (formerly Mitties)
134	452520819675	700 Douglas St.(formerly Artis)
160	452516845294	337 Pine Street (formerly Kirkman)
180	452520909433	507 Holloway Drive
181	452520909433	507 Holloway Drive
187	452520908576	1511 Reed Street
188	452520909550	505 Holloway Drive
191	452520909566	503 Holloway Drive
192	453517000549	501 Holloway Drive
193	453517000656	407 Holloway Drive
194	453517000772	405 Holloway Drive
195	453517000788	403 Holloway Drive
196	453517001815	401 Holloway Drive
197	452520909713	1512 Reed Street
203	452520907865	1507 E. Shine Street
204	452520908815	1509 E. Shine Street
205	452520908864	1511 E. Shine Street
206	452520909844	1513 E. Shine Street
213	453517001957	323 Holloway Drive
214	453517011075	321 Holloway Drive
215	453517010032	1514 E. Shine Street
216	452520919022	1512 E. Shine Street
223	452520919107	1515 Desmond Street
224	453517011154	319 Holloway Drive
225	453517012235	315 Holloway Drive
226	453517012362	313 Holloway Drive
226a	453517013337	311 Holloway Drive
226b	453517014401	309 Holloway Drive
226c	453517014467	307 Holloway Drive
226i	453517016795	106 Bynum Blvd.
226j	453517017842	Bynum and Holloway
227	453517010277	off Holloway Drive
228	453517014931	Myrtle, Cedar, Bynum
229	452520918384	1552 Desmond Street
231	452520918416	110 S. Myrtle Street
232	452520916587	111 S. Myrtle Street

236	452520915680	200 Forrest Street
237	452520914446	1414 Desmond Street
238	452520911920	Isler Street
239	452520819716	E. Bright(Sunshine & King)
240	452520820200	E. King Street (Park)
242	452520823288	113 S. Rochelle Blvd.
246	452520822393	110 Cypress Street
248	452520821484	107 Cypress Street
249	452516821600	1021 E. Caswell Street
250	452516820508	1019 E. Caswell Street
252	452516820727	1020 E. Caswell Street
253	452516820796	1022 E. Caswell Street
255	452516820888	1023 Sycamore Road
256	452516820819	1021 Sycamore Road
257	452516728964	1051-1057 Waters Street
270	452516830291	1105 E. Gordon Street
271	452516831066	1022 Sycamore Road
272	452516831197	1121 E. Gordon Street
273	452516832179	1123 E. Gordon Street
275	452516830096	1020 Sycamore Road
276	452516835307	1200 Sycamore Road
277	452516834338	1124 E. Gordon Street
278	452516833368	1122 E. Gordon Street
279	452516832395	1120 E. Gordon Street
280	452516831386	1104 E. Gordon Street
291	452516832496	1111 Chestnut Street
292	452516834477	1202 Sycamore Road
293	452516835522	1204 Sycamore Road
294	452516835546	1206 Sycamore Road
295	452516835671	1208 Sycamore Road
296	452516834663	305-307 Pine Street
302	452516835714	313 Pine Street
303	452516836607	1210 Sycamore Road
304	452516836778	1100 Mulberry Lane
308	452516837828	1103 Elm Street
309	452516835842	315 Pine Street
310	452516835857	317 Pine Street
311	452516835971	319 Pine Street
312	452516845091	323 Pine Street
313	452516845095	325 Pine Street
314	452516845195	331 Pine Street
315	452516845291	335 Pine Street
316	452516845455	409 Pine Street
317	452516846770	1401 E. Washington Avenue

* Lot numbers from map provided by City of Kinston for project area.

"ATTACHMENT B"
Tract "A" Phase 1 Adkin Branch

Being that certain conservation easement for the North Carolina Ecosystem Enhancement Program located in the City of Kinston, Lenoir County, North Carolina, lying between Washington Avenue and East Gordon Street along Adkin Branch and being more particularly described as:

Beginning at a re-bar (w/cap) set on the southern right-of-way of Washington Avenue said re-bar having N.C. Grid Coordinates (NAD 83) of N: 554,754.07 and E: 2,428,687.14, thence from said re-bar South 14°00'39" East 160.78 feet to a re-bar (w/ cap) set along the western edge of 30 foot City of Kinston sanitary sewer easement; thence continuing along said easement South 12°08'09" East 276.20 feet to a re-bar (w/cap) set; thence continuing along said easement South 02°34'02" West 344.71 feet to a re-bar (w/cap) set; thence along said easement South 02°34'02" West 28.82 feet to a nail set in Elm Street; thence with said easement South 22°03'58" West 127.63 feet to an existing re-bar (w/cap); thence along said easement South 20°32'51" West 109.61 feet to a re-bar (w/cap) set; thence along said easements South 21°42'55" West 50.40 feet to re-bar (w/cap) set; thence leaving said easement South 19°47'40" West 410.00 feet to an existing iron pipe in the intersection of the western right-of-way of Sycamore Road and the northern right-of-way of East Gordon Street; thence from said iron along the northern right-of-way of East Gordon Street North 70°14'57" West 45.82 feet to an existing iron pipe; thence with said right-of-way South 88°45'08" West 145.15 feet to an existing iron pipe; thence with said right-of-way South 88°35'53" West 198.16 feet to a re-bar (w/cap) set; thence leaving said right-of-way North 00°05'10" East 99.92 feet to a re-bar (w/cap) set; thence North 88°45'10" East 110.03 feet to a re-bar (w/cap) set; thence North 00°05'10" East 99.97 feet to a re-bar (w/cap) set on the southern right-of-way of Chestnut Street; thence with said right-of-way North 88°45'10" East 129.73 feet to a re-bar (w/cap) set; thence leaving said right-of-way North 37°52'00" East 36.40 feet to a re-bar (w/cap) set; thence North 56°24'48" East 37.80 feet to re-bar (w/cap) set; thence North 05°05'01" East 112.78 feet to an existing iron pipe; thence South 86°36'21" East 51.09 feet to a re-bar (w/cap) set; thence North 19°33'18" East 268.96 feet to a re-bar (w/cap) set; thence North 88°37'41" East 117.34 feet to a calculated point; thence North 21°38'24" East 18.43 feet to a calculated point; thence North 15°04'14" East 52.43 feet to a calculated point; thence South 89°08'41" West 112.31 feet to a re-bar (w/cap) set; thence North 01°22'53" West 77.27 feet to a re-bar (w/cap) set; thence North 88°37'07" East 66.87 feet to a calculated point; thence North 88°36'11" East 67.49 feet to a calculated point; thence North 14°11'47" East 19.55 feet to a calculated point; thence North 07°19'36" East 57.12 feet to a calculated point; thence North 15°10'47" West 9.50 feet to a calculated point; thence South 83°34'06" West 65.76 feet to a calculated point; thence South 83°34'28" West 58.58 feet to a re-bar (w/cap) set; thence North 00°29'47" East 108.43 feet to re-bar (w/cap) set; thence North 85°03'04" East 96.87 feet to a calculated point; thence North 15°02'52" West 30.51 feet to a calculated point; thence North 15°02'52" West 81.36 feet to a calculated point; thence South 85°03'16" West 2.63 feet to a calculated point; thence North 09°12'33" West 39.92 feet to a calculated point; thence South 85°03'16" West 111.37 feet to a re-bar (w/cap) set; thence North

06°28'16" West 79.47 feet to a re-bar (w/cap) set; thence North 06°28'16" West 104.41 feet to a re-bar (w/cap) set; thence North 81°38'54" East 106.65 feet to a re-bar (w/cap) set; thence North 16°24'31" West 17.53 feet to a calculated point; thence North 18°59'56" West 14.46 feet to a calculated point; thence South 79°50'50" West 70.17 feet to a calculated point; thence North 23°08'02" West 40.94 feet to a calculated point; thence North 79°52'32" East 65.47 feet to a calculated point; thence North 34°51'52" West 128.42 to a calculated point on the southern right-of-way of Washington Avenue; thence with said right-of-way South 82°18'53" East 132.93 feet to the point and place of beginning, being Conservation Easement "A" Phase 1 Adkin Branch as shown on plat Book 12, Page 363-370 and containing 5.69 acres.

"ATTACHMENT B"
Tract "B" Phase 1 Adkin Branch

Being that certain conservation easement for the North Carolina Ecosystem Enhancement Program located in the City of Kinston, Lenoir County, North Carolina, lying between East Gordon Street and Caswell Street along Adkin Branch and being more particularly described as:

Beginning at an existing iron pipe located on the southern right-of-way of East Gordon Street, said iron having N.C. Grid Coordinates (NAD 83) of N: 553,257.73 and E: 2,428,066.94; thence from said iron along said right-of-way North 88°47'14" East 183.85 feet to an existing iron pipe; thence with said right-of-way North 88°30'42" East 51.85 feet to an existing iron pipe; thence leaving said right-of-way South 01°25'36" East 132.58 feet to an existing re-bar; thence North 89°19'41" West 52.17 feet to an existing iron pipe; thence South 89°33'15" West 12.03 feet to an existing iron pipe; thence South 89°50'06" West 54.64 feet to an existing iron pipe; thence South 00°16'36" West 120.42 to an existing iron pipe on the northern right-of-way of Sycamore Road; thence with said right-of-way South 89°46'15" West 49.73 feet to an existing iron pipe; thence leaving said right-of-way South 26°25'17" West 55.54 feet to an existing iron pipe on the southern right-of-way of Sycamore Road; thence leaving said right-of-way South 02°25'03" East 125.26 feet to an existing iron pipe; thence South 00°53'04" East 125.35 feet to a re-bar (w/cap) set on the northern right-of-way of Caswell Street; thence with said right-of-way South 89°39'21" West 118.05 feet to a re-bar (w/cap) set; thence leaving said right-of-way North 25°29'24" West 116.04 feet to a re-bar (w/cap) set; thence South 89°30'59" West 55.18 feet to an existing iron pipe (w/cap); thence South 89°30'59" West 124.82 feet to an existing iron pipe; thence North 00°21'37" East 221.89 feet to a re-bar (w/cap) set on the southern right-of-way of Water Street; thence with said right-of-way North 88°52'24" East 217.61 feet to a re-bar (w/cap) set; thence leaving said right-of-way North 01°07'36" West 40.00 feet to a re-bar (w/cap) set on the northern right-of-way of Water Street; thence North 88°52'24" East 36.55 feet to a calculated point; thence North 88°52'24" East 27.12 feet to a calculated point; thence North 35°09'36" East 111.68 feet to a calculated point; thence South 88°31'30" West 51.12 feet to an existing iron pipe; thence North 00°24'41" East 87.87 feet to the point and place of beginning, being Conservation Easement Tract "B" Phase 1 Adkin Branch as shown on Plat Book 12, Page 363-370 and containing 3.15 acres.

"ATTACHMENT B"
Tract "C" Phase 1 Adkin Branch

Being that certain conservation easement for the North Carolina Ecosystem Enhancement Program located in the City of Kinston, Lenoir County, North Carolina, lying between Caswell Street and Holloway Drive along Adkin Branch and being more particularly described as:

Beginning at an existing iron pipe lying on the southern right-of-way of Caswell Street, said iron having N.C. Grid Coordinates N: 552,658.46 and E: 2,428,145.67 (NAD 83); thence from said iron leaving said right-of-way South 00°03'39" East 100.18 feet to a re-bar (w/cap) set; then South 89°23'06" West 3.00 feet to an existing iron pipe (w/cap); thence South 89°23'06" West 65.74 feet to a calculated point; thence South 24°44'36" East 16.57 feet to a calculated point; thence South 70°46'46" East 42.78 feet to calculated point; thence South 10°15'18" West 8.41 feet to a re-bar (w/cap) set; thence South 79°35'20" East 54.23 feet to a re-bar (w/cap) set; thence South 70°46'46" East 78.57 feet to an exiting iron pipe on the western right-of-way of S. Cypress Street; thence along said right-of-way South 19°46'01" West 102.47 feet to a re-bar (w/cap) set; thence across S. Cypress Street South 63°13'50" East 50.73 to a re-bar (w/cap) set on the eastern right-of-way S. Cypress Street; thence along said right-of-way North 19°46'01" East 45.67 feet to an existing iron pipe; thence leaving said right-of-way South 70°19'28" East 100.00 feet to an existing iron pipe; thence South 19°42'17" West 24.26 feet to an existing iron pipe; thence South 70°13'06" East 99.89 feet to an existing iron pipe on the western right-of-way of S. Rochelle Boulevard; thence with said right-of-way South 19°51'11" West 26.72 feet to a re-bar (w/cap) set; thence across S. Rochelle Boulevard South 61°51'41" East 59.83 feet to a re-bar (w/cap) set on the eastern right-of-way of S Rochelle Boulevard; thence with said right-of-way North 19°51'11" East 137.35 feet to a re-bar (w/cap) set; thence along the southern edge of a 30 foot (City of Kinston) sanitary sewer easement South 49°07'17" East 266.09 feet to a re-bar (w/cap) set; thence with said easement South 49°07'17" East 13.44 feet to a calculated point; thence with said easement South 49°07'29" East 61.55 feet to a re-bar (w/cap) set; thence with said easement South 49°07'29" East 251.32 feet to a calculated point; thence South 49°20'54" East 26.28 feet to a calculated point; thence with said easement South 49°20'54" East 170.89 feet to a re-bar (w/cap) set; thence leaving said easement North 12°41'34" East 183.21 feet to a re-bar (w/cap) set; thence South 63°16'19" East 111.36 feet on the western right-of-way of S. Dover Street to a re-bar (w/cap) set; thence South 63°06'11" East 19.83 feet to a calculated point in the middle of S. Dover Street; thence South 19°34'29" West 206.93 feet to a re-bar (w/cap) set on the southern edge of a 30' City of Kinston sanitary sewer easement; thence with said easement South 88°50'49" East 308.65 feet to a re-bar (w/cap) set; thence with said easement South 58°59'52" East 26.32 feet to a re-bar (w/cap) set; thence leaving said easement North 19°39'50" East 125.27 feet to a re-bar (w/cap) set; thence South 73°22'09" East 246.31 feet to a re-bar (w/cap) set; thence South 19°43'52" West 187.58 feet to a re-bar (w/cap) set; thence South 58°59'52" East 20.87 feet to a re-bar (w/cap) set; thence South 38°22'27" East 52.79 feet to a re-bar (w/cap) set; thence South 04°45'07" West 14.73 feet to a re-bar (w/cap) set; thence South

48°34'30" West 13.57 feet to a re-bar (w/cap) set; thence South 41°25'30" East 20.00 feet to a re-bar (w/cap) set; thence North 48°34'30" East 18.72 feet to a re-bar (w/cap) set; thence North 19°42'14" East 39.90 feet to a re-bar (w/cap) set; thence North 38°22'27" West 85.98 feet to a re-bar (w/cap) set; thence North 19°43'52" East 114.15 feet to a re-bar (w/cap) set; thence South 32°35'20" East 252.06 feet to a re-bar (w/cap) set; thence South 49°27'39" West 101.58 feet to a re-bar (w/cap) set on the southern edge of a City of Kinston sewer easement; thence with said easement South 38°22'27" East 109.33 feet to a re-bar (w/cap) set; thence leaving said easement North 76°36'57" East 385.27 feet to a re-bar (w/cap) set; thence North 12°41'01" East 64.23 feet to a re-bar (w/cap) set; thence North 35°15'31" East 218.27 feet to a re-bar (w/cap) set; thence North 24°48'39" East 102.51 feet to a re-bar (w/cap) set; thence North 14°44'55" East 81.22 feet to a re-bar (w/cap) set; thence North 42°24'30" East 85.23 feet to a re-bar (w/cap) set; thence North 21°02'06" East 127.92 feet to a re-bar (w/cap) set; thence North 68°46'40" East 151.02 feet to a re-bar (w/cap) set on the southern right-of-way of Cedar Lane; thence with said right-of-way South 69°13'30" East 70.42 feet to a calculated point at the intersection of the southern right-of-way of Cedar Lane and the western right-of-way of Bynum Boulevard; thence with said western right-of-way of Bynum Boulevard South 27°36'08" West 39.93 feet to a calculated point; thence South 24°59'58" West 44.57 feet to a calculated point; thence South 20°27'54" West 58.61 feet to a calculated point; thence South 15°08'24" West 60.75 feet to a calculated point; thence South 09°18'53" West 62.88 feet to a calculated point; thence South 03°41'15" West 60.89 feet to a calculated point; thence South 00°16'51" East 23.43 feet to a calculated point; thence South 01°42'05" East 81.67 feet to an existing iron pipe; thence leaving said right-of-way South 88°32'21" West 169.30 feet to an existing re-bar; thence North 09°50'36" West 20.40 feet to a calculated point; thence South 48°44'56" West 103.86 feet to a calculated point; thence South 27°50'51" West 119.88 feet to a calculated point; thence South 27°10'42" East 125.34 feet to a re-bar (w/cap) set on the western right-of way of Holloway Drive; thence with said right-of way South 57°32'24" West 73.20 feet to a calculated point; thence South 46°01'21" West 75.00 feet to a calculated point; thence South 35°25'10" West 65.01 feet to an existing iron pipe; thence South 25°35'08" West 70.32 feet to an existing re-bar; thence South 20°37'09" West 49.70 feet to a re-bar (w/cap) set; thence leaving said right-of-way North 69°22'51" West 200.00 feet to a re-bar (w/cap) set; thence South 20°37'09" West 70.00 feet to a re-bar (w/cap) set; thence South 69°22'51"East 200.00 feet to a re-bar (w/cap) set on the western right-of-way of Holloway Drive; thence with said right-of-way South 20°37'09" West 144.70 feet to an existing iron pipe; thence South 20°38'02" West 91.18 feet to a calculated point; thence South 20° 38' 02" West 48.90 feet to an existing re-bar; thence South 20°43'55" West 79.82 feet to an existing re-bar; thence South 20°32'24" West 310.28 feet to an existing re-bar; thence South 20°24'03" West 60.02 feet to an existing re-bar; thence South 20°19'50" West 60.02 feet to an existing re-bar; thence South 65°54'34" West 27.62 feet to a calculated point at the intersection of the western right-of-way of Holloway Drive and the northern right-of-way of Lincoln Street; thence with said northern right-of-way (Lincoln Street) North 68°17'29" West 27.64 feet to an existing re-bar; thence North 79°21'15" West 30.24 feet to an existing re-bar; thence leaving said right-of-way North 02°09'46" East 19.05 feet to a re-bar (w/cap) set; thence North 85°07'00" West 102.46 feet to a re-bar (w/cap) set on the eastern edge of a 30 foot City of Kinston sanitary sewer easement; thence with said easement North 02°48'34" East 230.37 feet to a re-bar (w/cap) set; thence North 13°20'21" East 147.76 feet to a re-bar (w/cap) set; thence

leaving said easement North 86°41'16" West 125.68 feet to an existing iron pipe; thence North 04°41'50" East 119.29 feet to a re-bar (w/cap) set on the southern right-of-way of Shine Street; thence North 04°41'50" East 50.48 feet to a re-bar (w/cap) set; thence South 82°27'26" East 146.61 feet to a re-bar (w/cap) set on the eastern edge of a 30 foot City of Kinston sanitary sewer easement; thence with said easement North 01°17'07" East 332.32 feet to a re-bar (w/cap) set; thence leaving said easement North 87°11'07" West 80.72 feet to a calculated point; thence North 02°46'06" East 140.33 feet to a re-bar (w/cap) set; thence North 87°11'07" West 76.00 feet to a re-bar (w/cap) set on the eastern right-of-way of South Myrtle Avenue; thence with said right-of-way North 02°46'06" East 11.31 feet to a calculated point; thence leaving said right-of-way North 43°14'05" West 24.21 feet to a re-bar (w/cap) set; thence North 09°55'31" East 47.91 feet to a re-bar (w/cap) set; thence North 48°34'30" East 14.94 feet to a calculated point; thence North 41°25'30" West 20.00 feet to a calculated point; thence South 48°34'30" West 21.95 to a calculated point; thence South 40°15'29" West 11.18 feet to a re-bar (w/cap) set; thence North 71°10'09" West 117.29 feet to a re-bar (w/cap) set; thence North 02°49'34" East 27.23 feet to a re-bar (w/cap) set; thence North 87°30'26" West 99.58 feet to a calculated point; thence North 02°49'34" East 6.45 feet to a re-bar (w/cap) set; thence North 76°14'42" West 40.74 feet to a re-bar (w/cap) set; thence North 87°04'27" West 42.52 feet to a re-bar (w/cap) set; thence North 03°06'37" East 79.03 feet to a re-bar (w/cap) set; thence North 88°19'33" West 46.97 feet to a re-bar (w/cap) set; thence South 50°13'04" West 37.20 feet to a re-bar (w/cap) set; thence South 68°09'08" West 37.73 feet to a re-bar (w/cap) set; thence North 73°41'59" West 30.32 feet to a re-bar (w/cap) set; thence North 83°14'08" West 32.39 feet to a re-bar (w/cap) set; thence North 87°10'17" West 89.91 feet to a re-bar (w/cap) set; thence South 59°36'26" West 37.37 feet to a re-bar (w/cap) set; thence South 04°49'06" West 27.91 feet to a re-bar (w/cap) set; thence South 84°12'57" /west 33.60 feet to a re-bar (w/cap) set; thence North 83°15'56" West 42.04 feet to a re-bar (w/cap) set; thence North 42°34'12" West 46.31 feet to a re-bar (w/cap) set; thence South 02°54'43" West 77.92 feet to a re-bar (w/cap) set; thence North 87°05'17" West 125.00 feet to an existing iron pipe on the eastern right-of-way of South Douglas Street; thence with said right-of-way North 02°54'43" East 29.29 feet to the intersection of the eastern right-of-way of South Douglas Street and the northern right-of-way of East Bright Street; thence with said northern right-of-way of East Bright Street North 89°00'30" West 22.10 feet to a re-bar (w/cap) set; thence leaving said right-of-way North 00°29'28" East 129.15 feet to a re-bar (w/cap) set; thence North 89°00'30" West 100.00 feet to an existing iron pipe; thence North 00°29'28" East 259.39 feet to a re-bar (w/cap) set; thence North 71°20'54" West 152.55 feet to a re-bar (w/cap) set; thence North 87°54'58" West 54.50 feet to a re-bar (w/cap) set; thence North 02°02'05" East 142.86 feet to calculated point; thence North 59°32'58" West 27.42 feet to a calculated point; thence North 68°37'52" West 27.43 feet to a calculated point; thence North 76°54'42" West 108.54 feet to a calculated point; thence South 19°04'35" West 90.00 feet to a calculated point; thence North 66°25'25" West 109.00 feet to a calculated point; thence North 59°10'25" West 89.99 feet to a calculated point; thence South 01°34'35" West 102.02 feet to a calculated point; thence North 42°11'16" West 137.01 feet to a re-bar (w/cap) set; thence North 02°05'44" East 66.89 feet to a re-bar (w/cap) set; thence North 20°18'04" West 63.27 feet to a re-bar (w/cap) set; thence North 16°37'26" West 81.13 feet to a calculated point; thence South 72°45'04" West 100.49 feet to a re-bar (w/cap) set; thence North 24°57'37" West 116.85 to a existing iron pipe; thence North 00°21'17" West 139.15 feet to an existing iron pipe on the

southern right-of-way of Caswell Street; thence with said right-of-way North 89°23'44" East 180.16 feet to the point and place of beginning and being Conservation Easement Tract "C" Phase 1 Adkin Branch as shown on Plat Book 12, Page 363 - 370 and containing 23.56 acres.

"Attachment C"

Ecosystem Enhancement PROGRAM

November 6, 2009

Mr. Scott A. Stevens
City Manager,
PO Drawer 339
Kinston, NC 28502

Reference: **Stormwater Sand Filter BMP Maintenance**
Letter of Understanding
Adkin Branch Stream Restoration

Dear Mr. Stevens:

The NC Ecosystem Enhancement Program (NCEEP) and the City of Kinston have entered into Memorandum of Agreement (dated May 25, 2006) for a restoration project on Adkin Branch in Kinston. The stream restoration design includes the construction of nine (9) stormwater sand filter BMPs. The purpose of this letter of understanding is to clarify said responsibilities of the NCEEP and the City of Kinston related to the stormwater BMPs. Details for maintenance and repair responsibilities for the BMPs are contained in the attached *Stormwater Sand Filter Repair and Maintenance Plan*, **"Exhibit A" and incorporated hereinto.**

The NCEEP will be responsible for the financial costs of design and construction associated with stormwater BMPs. The NCEEP will also be responsible for all costs associated with monitoring and maintaining the physical and biological aspects of the constructed stormwater BMPs during the initial one-year warranty period that begins upon acceptance of BMP construction by NCEEP and the NC State Construction Office, with review by the City of Kinston. NCEEP will also provide the City with electronic copies of the

construction As-Built plans and will coordinate with the City on any repairs, if needed, conducted during the warranty period.

The City of Kinston will assume maintenance and repair responsibility after the initial one-year warranty period and once both parties agree that the basic conditions of this letter have been met. The City will follow guidelines outlined in the attached *Stormwater Sand Filter Repair and Maintenance Plan* as developed in accordance with the North Carolina Division of Water Quality (DWQ) *Stormwater Best Management Practices Manual (July 2007)* to monitor, maintain, and repair (as necessary) the stormwater BMPs in order to ensure proper function as designed for a period of 30 years.

In summary, this letter establishes a clear understanding of financial and management responsibilities of NCEEP and the City of Kinston related to the stormwater BMPs. Please sign and return the attached "Review of Letter of Understanding" to NCEEP.

With Best Regards,

Marc Recktenwald

Marc Recktenwald
Watershed Planning and Project Implementation Director

Cc: Kristie Corson - EEP Project Manager
Marion Patrick – State Property Office

Attachment-Exhibits A

"EXHIBIT A"
to
EEP Letter of Understanding

Adkin Branch
Stream Restoration Project
Kinston

Stormwater Sand Filter Repair and Maintenance Plan

Introduction

The North Carolina Department of Environment and Natural Resources Ecosystem Enhancement Program (EEP) is conducting a stream restoration project on Adkin Branch in Kinston, NC. As part of the restoration plan, EEP is also constructing nine (9) stormwater sand filter Best Management Practices (hereinafter "BMPs").

This document provides additional clarification and guidance to the City of Kinston for BMP maintenance and repair related to restrictions set forth in the Conservation Easement document (hereinafter "Easement") to be executed and recorded in Lenoir County.

Purpose

The purpose of this Plan is to outline maintenance and repair responsibilities and requirements for the nine (9) stormwater sand filter BMPs constructed by EEP as part of EEP's stream restoration project.

Stormwater Sand Filter BMP Responsibility

EEP will be responsible for BMP maintenance & repair on the stormwater sand filters during the initial construction warranty period. The warranty period will last one year beginning upon completion and acceptance of the BMP structures by the State Construction Office. Prior to acceptance of the BMP structures by the State Construction Office, EEP and the City will jointly assess the stormwater sand filter BMPs for compliance with the approved construction drawings and specifications.

Sixty days prior to the end of the warranty period, the City of Kinston and EEP will jointly assess the stormwater sand filter BMPs to ensure the stormwater sand filter BMPs are functioning as designed. The City of Kinston shall provide written comments concerning the assessment of the stormwater sand filter BMPs within 10 business days of each joint assessment. EEP will provide the City of

Kinston the as-built drawings prior to the initial joint assessment, as well as any revised as-built drawings, if applicable.

Once the City and EEP are in agreement that these conditions are met and the BMPs are free of existing maintenance needs, as outlined in Table 1.0 below, and the construction warranty period has ended, EEP will transfer responsibility to the City in writing. The City will assume responsibility for maintenance and repair of the BMPs within the Easement at that time.

Stormwater Sand Filter BMP Maintenance & Repair

The City will follow guidelines and requirements outlined in the City's most current version of this ***Stormwater Sand Filter Maintenance and Repair Plan*** as developed in accordance with the North Carolina Division of Water Quality (DWQ) *Stormwater Best Management Practices Manual (July 2007)* to monitor, maintain, and repair (as necessary) the stormwater BMPs to function properly as designed.

Specifically, maintenance and repair activities shall be performed as necessary as follows. Any problems that are found shall be repaired as soon as possible.

Common Maintenance Issues

Sand filters should be inspected at least once per month, and after any large storm events to check for damage. They must be maintained as needed to remove visible surface sediment accumulation, trash, debris, and leaf litter to prevent the filter from clogging prematurely. Sediment should be cleaned out of the forebay/sedimentation chamber when it accumulates to a depth of more than 6 inches. Any structures (outlets, flow diversions, embankments, etc.) should be checked at least annually for damage or degradation.

When the filtering capacity diminishes substantially (e.g., when water ponds on the surface for more than 24 hours), remedial actions must be taken. One possible problem is that collector pipe systems can become clogged. Annual flushing through pipe cleanouts is recommended to facilitate unclogging of the pipes without disturbing the filter area. If the water still ponds for more than 24 hours, the top few inches of material should be removed and replaced with fresh material. The removed sediments should be disposed of in an acceptable manner (e.g., landfill). If that does not solve the problem, more extensive rebuilding is required.

Inspection and Maintenance Provisions

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.
- The sand filter will be inspected quarterly and within 24 hours after every storm event greater than 1.0 inch.
- Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

Table 1.0
Inspection and Maintenance Provisions for Sand Filters

Potential problems:	**How to remediate the problem:**
Trash/debris is present.	Remove the trash/debris.
Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
The outflow pipe is damaged.	Repair or replace the pipe.

If there are questions regarding sand filter BMP maintenance after the warranty period is complete, contact the NC Division of Water Quality 401 Oversight Unit at 919-733-1786.