

DRAFT MITIGATION PLAN
KINGFIELD BUFFER MITIGATION SITE

Jones County, NC

NCDEQ Contract No. 0103-01

NCDMS ID No. 100176

NCDWR Project No. 2021-0020v2

RFP No. 16-20200103



Neuse River Basin

HUC 03020204

August 2021 (Revised December 2021)

Prepared For:

NC Department of Environmental Quality

Division of Mitigation Services

1652 Mail Service Center, Raleigh, NC 27699-1652



Mitigation Services
ENVIRONMENTAL QUALITY



December 22, 2021

Lin Xu
1652 Mail Service Center
Raleigh, NC 27699-1652

Subject: Task 3 Draft Mitigation Plan Comments (DWR) – Kingfield Buffer Mitigation Site (DMS #100176) Neuse 03020204; Jones County, NC, Contract No. 0103-01

Dear Lin,

SWE/Eco Terra has addressed comments received by Katie Merritt (DWR) on December 15, 2021 for the Draft Mitigation Plan, Kingfield Buffer Mitigation Site. We have revised the document to include grammatical corrections and revisions based on DWR comments. Our responses to specific comments are below in blue:

1. Page 2: Project boundary and credit types are not compliant with the Site Viability Letter provided by DWR. One cannot simply change a stream origin point or modify the viability potential of a feature type.

this map was not the map used to determine project viability for the buffer mitigation and nutrient offset potential. the additional area (in orange) represents a ditch, not a stream. And therefore, this ditch is not viable for buffer credits to its depth exceeding 3'. This ditch would be viable for nutrient offset though. Modify the entire mitigation plan, including figures and applicable tables, including the Credit Asset Table, to reflect this area as only being viable to generate nutrient offset credits, not buffer credits.

The credit area and CE has been adjusted to align with the original stream determination letter and subsequent viability letters.

2. Page 3: change DWR ID# to 2021-0993v2
Revised.
3. Page 4: remove this reference to an Instrument. DMS does not have an Instrument with DWR for nutrient offset or buffer mitigation sites - add reference to the 15A NCAC 02B .0703 "Nutrient Offset Credit Trading"
Revised.
4. Page 5: break out your Figures by name. Usually the Tables are also broken out by name.
Revised.
5. Page 5: there were two site viability letters for this project but only one was included in the Plan. Add the other letter to this plan and reference this letter accordingly within the Plan (sic)
The second revised viability letter is now also included and referenced accordingly.

6. Page 5: in order to use the diffused flow reduction policy for ditches, DMS has to request to use the DWR Diffused Flow Clarification Memo. There is a need to account for the lack of diffused flow of the ditch entering the main channel. By including the Clarification Memo as an appendix to this Plan, DWR can approve the use of this memo for meeting the diffused flow requirements. the memo is found at this link: <https://deq.nc.gov/media/4742/download>
Perennial streams enter and exit the project site at all locations. The project origin and associated stream (not stream origin) of UT1 (as shown on the DWR stream determination map) was determined perennial (DA= 4.82 mi²). The project origin (not stream origin) on Musselshell Creek was determined perennial (DA=3.94 mi²). No ditches enter the project site within proposed credited areas and therefore the reference is not needed.
7. Add another Figure titled "Nutrient Offset Conceptual Map" and add clarification that this Figure only represents areas that are viable for nutrient offsets if ever DMS converted the RBCs. These areas shown in the Figure as being viable for NOC should match the asset table for what is deemed convertible to Nutrient Offset
[A new figure \(Figure 8b\) is included in the Plan and aligns with Table 9.](#)
8. Page 6: Add the following statement to the first paragraph: This Site Plan is being submitted for buffer mitigation credit and nutrient offset credit in the Neuse River Basin Hydrologic Unit Code 03020204, in accordance with the Consolidated Buffer Mitigation Rule (15A NCAC 02B .0295) and the Nutrient Offset Credit Trading Rule (15A NCAC 02B .0703) respectively.
[Revised accordingly.](#)
9. Page 7: this objective alone does not adequately address the sediment load occurring on this site. There are areas of unstable and eroding banks that all need to be remediated as part of the Plan to achieve this goal.
[Noted. Additional attention to unstable banks along UT1 and methods to stabilize are addressed in the revised plan.](#)
10. Page 7: There should be current photos mentioned in this paragraph with a reference to where those photos are within the Plan. No photos showing existing conditions were included in the Plan. Add photos that represent the current status of the riparian areas since the date of the DWR's site visit and make sure the photos include the date they were taken.
[Added photo documentation. No land use changes, or other site modifications have occurred since the DWR site visits and leading up to the date of submittal that may nullify or affect site viability and per Rule 15A NCAC 02B 0703 \(e\)\(2\)\(C\) Project Plan Requirements.](#)
11. Page 7: this section does not mention active bank erosion along UT1. the site viability letter indicates this is an issue of concern and this section should include this information as "existing conditions" since it affects the riparian areas around the Top of Banks.
[Revised accordingly to include areas of erosion along streambanks of UT1.](#)
12. Page 8: there needs to be a statement in this paragraph regarding the need to account for "Diffused Flow" for the ditch entering UT1 beyond CE boundary. Add a reference to the Clarification Memo that is supposed to be in the Appendix so that DWR can approve the use of that Memo to address the non-diffused flow on the site.
[As noted in Comment #6.](#)
13. Page 8: there were two viability letters, correct reference here to account for that extra letter.
[Revised to reference both viability letters.](#)
14. Page 8: add the Ditch feeding into UT1 as a feature for this project since there are now credits being proposed adjacent to the ditch that wasn't included in the Site Viability letter.
[As noted in Comment #6.](#)

15. Page 8: no language is provided in this table acknowledging that the service area for these credits is limited to the 03020204 HUC. Add language that speaks to this and reference the Service area figure 1.
The HUC/Service Area is shown on Figure 2, cover page, and here on Table 2. Table 2 has been modified for clarity. .
16. Page 8: add, "with flexibility to convert to Nutrient Offset if needed" This amount will change based on previous comments amount additional area added on post site viability letter "
Revised Table 2. Riparian Buffer credits may be converted to nutrient offset as indicated in Table 9 and illustrated with a new Figure 8b.
17. Page 8: this planting date may not be met.
Updated Table 2 accordingly.
18. Page 13: What exactly is meant by "sediment and erosion control measures"? Need to specify what measures the Provider intends to use if needed.
Revised. Sediment and erosion control measures may include seeding, mulching, haying, and temporary sediment containment around any land disturbance areas other than tree planting rows.
19. Page 13: include a figure showing where the Fence boundary will be to show where cattle will be excluded from the stream from the conservation easement.
The existing fence and cattle will be moved outside of the project to at least the edge of the proposed CE on Parcel 4499-99-68-7100, shown on the preliminary plat (Sheet 2 of 4) in the Plan. The owner has not specified exactly where the fence will go or if cattle will remain following construction, however fencing will be installed, if necessary, per DMS standards following construction and as-built report to protect the CE and project.
20. Page 13: This section needs more information. Define the minimum and maximum widths from TOB for the riparian restoration. Provider should also include information on how they will address the unstable eroding banks actively contributing to the sediment load in the streams.
Some areas appear to be less than 50 on corresponding figures included in the Appendix of this Plan.
Revised Figure 9. Proposed restored riparian buffer area measured landward from TOB on viable streams should be at least 50ft in width, so 50-100 ft across the project. It was noted during the response review the proposed CE did not overlap the minimum buffer needed for nutrient offset conversion along some vertices and was revised accordingly and all references to the CE.
21. Page 14: Bald Cypress is a softwood and only hardwoods are allowed to be planted and counted towards performance standards. Either remove Cypress from your planting plan or add a note that the species will not be able to counted towards the performance standards (sic). Or, provide a justification for DWR to review under Rule 0295 (n)(2)(B).
Per 15A NCAC 02B .0295 (n)(B), stems are considered native trees or shrubs and trees. The Rule further defines trees as "hardwood" trees, but also allows the Authority to review and approve alternative vegetation plans based on site conditions and other factors. Although defined as a softwood, bald cypress is a component of the proposed plant community, appropriate, and well suited for the site due to soil type and wetness. We request acceptance of this vegetation plan as proposed to include bald cypress as a "native tree stem" that counts toward the final performance standard.
22. Page 14: the rule also requires that a minimum of 4 different species be planted as well. Add language that speaks to this.
Revised. A minimum of four (4) species will be planted, however the intent is to plant a more diverse site in accordance with Table 8. Actual species composition will be based on availability, cost, quantities, and site conditions at the time of construction.

23. Page 14: Commit to ensuring that stem species will be well mixed before planting to promote site wide diversity of planted species
Suitable species available at the time of planting will be mixed to ensure site wide diversity in accordance with the vegetation performance standards.
24. Page 14: Planting cannot be performed prior to DWR written approval of this Plan. It is not expected that written approval by DWR will be issued by January 2022
Revised to February 2022.
25. Page 14: there are areas that appear to be <50 that would not be allowed to convert to nutrient offsets since the minimum width for nutrient offset viability is > or = 50 feet. See viability letter where this is noted. Also add language about DMS wanting the flexibility to convert buffer credits to nutrient offset credits as well. keeping in mind not all buffer credits can be converted to Nutrient. Add a reference to the new Nutrient Offset Credit concept map requested in the comments on the Table of Contents page of this Plan.
Revised Table 9, Figure 8 (now Figure 8a), and Figure 9 according to the original DWR Stream Determination Letter. A new Figure 8b showing potential nutrient offset credits is now included in the Plan.
26. Page 14: the table to use needs to be referenced as October 2020
Revised accordingly. However, please note the [link](#) from DWR indicates a file date of August 3, 2020 and the "Instruction Sheet" within the file displays "last updated 1/17/2020" at the bottom left of the page.
27. Page 14: the last sentence in Section 5.3 should speak to "diffused flow" and reference the Clarification Memo as well as include the total deduction of ft² from the "Total Area" from the Asset Table
As noted in Comment #6.
28. Page 15: break out areas <50. if no areas are less than 50, then that should be stated in previous text in the Plan for assurance since the figures show the possibility. change N/A to Yes
Revised Table 9. As noted in Comment #25. Proposed restored riparian buffer area measured landward from TOB on viable streams should be at least 50ft in width. It was noted during the response review the proposed CE did not overlap the minimum buffer needed for nutrient offset conversion along some vertices and was revised accordingly and all references to the CE.
29. Page 15: as stated in previous comments, provide a figure to support this table where it says "YES" for convertible to Nutrient Offset.
Revised to include Figure 8b Potential Nutrient Offset Credit in accordance with Table 9.
30. Page 15: add a row to show the Diffused Flow deduction on the ditch feeding into UT1, otherwise, it is assumed that the Total Creditable Area of buffer mitigation column has not appropriately been deducted per the Clarification Memo. for Feature Name = Diffused Flow deductions (insert Feature name for ditch). Total Area = enter the ft² deducted. Check "No" for both columns
As noted in Comment #6.
31. Page 15: DMS is expecting to have the flexibility to convert to nutrient offset as indicated by this table, please add text below the table that speaks to that directly. Using a text box may be the easiest way to add that Text (sic).
Revised Table 9 accordingly.
32. Page 15: add the following statement to this table somewhere appropriate "Credit conversions must be calculated using the guidance provided in the Clarified Procedures for Calculating Buffer

Mitigation Credits and Nutrient Offset Credits letter issued by the DWR in November 2020" and located at <https://files.nc.gov/ncdeq/Water%20Quality/Surface%20Water%20Protection/401/Mitigation/Issues---Resolutions-Ver-1.0-buffer-mitigation-nutrient-offset.pdf>

If DMS prefers this letter be referenced by including the PDF in an Appendix to this Buffer Plan instead of included as a link on this table, that will be acceptable as well.

Updated Table 9 accordingly.

33. Page 16: recommend changing title to "Performance Standards" since that's how it is now referred to in the Rule 0295
Revised.
34. Page 16: another performance standard in the rule requires at least 4 species of trees. Add language that speaks to this.
Revised. As noted in Comment #22
35. Page 16: this indicates more of a Qualitative monitoring approach and lacks wording about Quantitative monitoring. Add language that addresses this.
Revised to include both quantitative and qualitative examples.
36. Page 16: since there is fencing necessary to exclude cattle on this site, there needs to be performance standards for fencing. include the following for visual assessments of hte fencing conditions documented each monitoring year (sic):
 - Fencing is in good condition throughout the site;
 - no cattle access within the conservation easement area;
 - no encroachment has occurred;
 - diffuse flow is being maintained in the conservation easement area; and
 - there has not been any cutting, clearing, filling, grading, or similar activities that would negatively affect the functioning of the buffer.Revised Section 7.3. The owner has not specified exactly where the fence will go outside of the CE, or if cattle will remain following project construction, however the performance standards have been modified for implementation as necessary.
37. Page 20: this vicinity map is too blurry. Replace this Figure with one where the names of roads and highways can be deciphered.
Revised Figure 1.
38. Page 21: clarify that this is the service area for "Riparian Buffer Credits" and "Nutrient Offset Credits"
Revised Figure 2.
39. Page 22: the stream origin of UT1 is incorrect. Add the stream origin of UT1 based on the stream call determination made by DWR and provided in the Appendix. Then, above the stream origin of UT1, you need to label the ditch that is now going to be included in project site and corresponding easement.
Revised Figure 3. As noted in Comment #6.
40. Page 26: show diffused flow where ditch meets CE boundary
As noted in Comment #6.
41. Page 26: label all features, including the ditch feeding into UT1 using the origin from the stream call
Revised Figure 7. No ditches enter the project as noted in Comment #6.

42. Page 26: show proposed fence boundary
[As noted in Comment #19.](#)
43. Page 27: Non-credit areas are just the footprint of the stream channel, correct? maybe clarify that
[Correct. Non-credit areas include the stream channel area within the top of bank per Rule.](#)
44. Page 27: DWR needs to see what mitigation type (Restoration, Enhancement, Preservation) is being generated on the site. Change "Riparian Buffer Credit" to "Riparian Restoration for Buffer Credit"
[Revised Figure 8 \(now Figure 8a\).](#)
45. Page 27: Buffer credit is not viable adjacent to the ditch feeding into UT1. Remove t his area from credit area. It would only be viable for nutrient offset (sic).
[As noted in Comment #6.](#)
46. Page 27: show diffused flow where ditch meets CE boundary
[As noted in Comment #6.](#)
47. Page 27: there are widths that don't meet the minimum 50' criteria to be allowed to convert to nutrient offset. create another figure showing only the areas >50' that would meet nutrient offset criteria.
[Revised Figure 8 \(now Figure 8a\). Figure 8b shows potential nutrient offset credits. As noted in Comment #25.](#)
48. Page 27: label all features
[Revised Figure 8 \(now Figure 8a\) and Figure 9.](#)
49. Page 28: there are areas less than 50' shown on this map.
[Revised Figure 9 and supporting CE plat.](#)
50. Page 28: address comments about ditch and origins on this figure.
[As noted in Comment #6.](#)
51. Page 28: add labels of features
[Revised Figure 9 and other relevant Figures.](#)

Included in this letter package (via email) is one (1) pdf copy of the revised mitigation plan and supporting data. Please let us know if additional information is needed.

Sincerely,



Scott J. Frederick
SWE Group
sjfrederick@swegrp.com

cc: Norton Webster, Eco Terra

DRAFT MITIGATION PLAN
KINGFIELD BUFFER MITIGATION SITE

Jones County, NC

NCDEQ Contract No. 0103-02 & NCDMS ID No. 100176

NCDWR Project No. 2021-0020v2

RFP No. 16-20200103

Neuse River Basin

HUC 03020204

Prepared For:



NC Department of Environmental Quality

Division of Mitigation Services

1652 Mail Service Center, Raleigh, NC 27699-1652

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With Assistance From:



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This Mitigation Plan has been written in conformance with the requirements of the following:

- 15A NCAC 02B.0295 Mitigation Program Requirements for Protection and Maintenance of Riparian Buffers.
- 15A NCAC 02B.0703 Nutrient Offset Credit Trading

These documents govern DMS operations and procedures for the delivery and compensatory mitigation.

Contributing Staff

Michael Beinenson, Eco Terra Principal in Charge Scott Frederick, Eco Terra/SWE Project Manager
Norton Webster, Eco Terra Construction Oversight Robbie Bently, Eco Terra Quality Assurance

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APPENDICES

- Appendix A: NCDWR On-Site Stream Buffer Determination
NCDWR Site Viability for Buffer Mitigation Letters**
- Appendix B: Draft Conservation Easement**
- Appendix C: Signed Categorical Exclusion**

1.0 Introduction

The Kingfield Buffer Mitigation Site is a buffer restoration project located approximately 3.4 miles northeast of Trenton in Jones County, NC (Figure 1). The Project Site is associated with three property parcels, owned by Elvin James Lee, Jr. (PIN 4499-99-68-7100, Elvin James Lee, Jr. et al. (PIN 4499-88-58-3900), and Elvin James Lee, III (PIN 5409-09-76-0100). This Site Plan is being submitted for buffer mitigation credit and nutrient offset credit in the Neuse River Basin Hydrologic Unit Code 03020204, in accordance with the Consolidated Buffer Mitigation Rule (15A NCAC 02B .0295) and the Nutrient Offset Credit Trading Rule (15A NCAC 02B .0703) respectively.



Right bank UT1 near Project terminus (9/2/20)

The proposed riparian corridor restoration will reduce the amount of sediment and nutrients that are entering the Project streams by restoring riparian buffers and other riparian areas along an unnamed tributary (UT1) to and along Musselshell Creek proper, a direct tributary of the Trent River. A conservation easement, encompassing at most 8.59 acres, will be recorded to protect the Project Site in perpetuity.

The Project UT is located in HUC 03020204010071, along a UT to and Musselshell Creek proper and within the greater Trent River watershed that ultimately flows into the Neuse River (Figure 2). This watershed is designated as a Targeted Resources Area for both Hydrology and Water Quality according to NCDMS. The watershed consists of large managed timberland areas in loblolly pine rotations and agriculture, both row crops and permitted animal operations. The Project will be implemented along a Class C, Sw, NSW, and impaired/303(d) stream and will meet the goal of implementing nutrient removal projects in the watershed under the Buffer programs.



UT1 Project origin (9/2/20)

Musselshell Creek is an 303(d) listed water impaired for aquatic life and ecological and biological integrity according to the DEQ 303(d) Final List, 2018. Musselshell Creek drains into the Crooked

Creek targeted watershed(HUC 03020204010070) as identified in the NC Division of Mitigation Services (NCDMS) 2018 Neuse River Basin Restoration Priorities (RBRP) document. The restoration of riparian buffers and other riparian areas to address agricultural nonpoint source inputs and preservation or restoration of contiguous forested wetland habitat to develop Strategic Habitat Areas (SHAs) and connect to Natural Heritage Areas and other conservation lands are identified as a *Priorities* for the 8-digit CU and overall for the Neuse River Basin in the 2018 RBRP.

The Kingfield Buffer Mitigation Site will help to reduce future sediment and nutrient loading into Musselshell Creek and tributaries and downstream Crooked Creek and Trent River. It will also improve terrestrial habitats along these streams by establishing riparian corridors and allowing the land to undergo natural succession to forested community types. Adjacent land use is in agriculture and little vegetated buffer exists along the length of the UT Musselshell Creek and Musselshell Creek proper within the Project Site. The project will restore vegetative buffers and other riparian areas to the streams and will remove row crop rotations and fertilizer inputs. The restored riparian buffer areas will filter runoff from the surrounding farm fields. Invasive vegetation will be treated as needed within the project area to promote native vegetation.

2.0 Mitigation Project Summary

The goal of the Kingfield Buffer Mitigation Project (hereinafter referred to as the Project, Site, or Project Site) is to provide ecological uplift to the existing and nearby stream channels via the restoration and establishment of a forested riparian buffer and riparian corridor. The goals and objectives defined below as part of Table 1 are consistent with those of the NCDMS, and the specific goals outlined in the 2018 Neuse RBRP. As proposed, the Kingfield Buffer Mitigation Project will further help NCDMS to meet these goals.

Table 1: Goals and Objectives

| Goal | Objective | Supported CU-wide and HUC RBRP Goals |
|---|---|--|
| Reduce nutrient levels | Nutrient input will be decreased by filtering runoff from the agricultural land/pastures through restored forested riparian buffers and other riparian areas. | Promote nutrient and sediment reduction in agricultural areas by restoring riparian buffers. ^{**} |
| Reduce sediment levels | Sediment input will be decreased by filtering runoff from the agricultural land/pastures through restored forested riparian buffers and other riparian areas and stabilizing any eroding banks. | Promote nutrient and sediment reduction in agricultural areas by restoring riparian buffers. ^{**} |
| Project protection in perpetuity | Implement a project in an NSW water and record a conservation easement. | Continue implementation of projects under the Buffer programs. ^{**} |
| Restore terrestrial habitat | Riparian buffer areas will be restored with native vegetation and invasive vegetation will be managed (as necessary). | NCDMS' programmatic goal, <i>North Carolina General Statute 143-214.10</i> ^{**} |

* HUC: 03020204 RBRP goal, ^ CU: RBRP 030202 goal

2.1 Existing Site Conditions

The Project Site is located within three parcels (~135 acres) being used for row crop agriculture rotations and animal pasture (Figure 3). Adjacent land use is agriculture, both row crops and pasture, and little vegetated buffer exists along the length of the unnamed tributary to and Musselshell Creek proper within the Project Site. Periodic erosion and sediment-laden runoff is entering the channels from these areas during crop rotations and from some actively eroding streambanks.

Overall Project view south toward confluence of UT1 and Musselshell Creek (12/10/21)

Historical aerials denote that land uses at the Project Site have been agriculture since at least 1956 (Figure 6). Musselshell Creek and the UT to Musselshell Creek (UT1) are mapped on the Natural Resources Conservation Service's (NRCS) 1981 Jones County Soil Survey (Figure 5) and the 2013 US Geological Survey's (USGS) Trenton Quadrangle (Figure 1) as stream channels (Figure 5).

Musselshell Creek and the UT to Musselshell Creek meet the definition of perennial per the NCDWR On-Site Determination for Applicability to the Neuse Buffer Rules Letter (Buffer Letter), and deemed suitable

for riparian buffer credits per the NCDWR Site Viability for Buffer Mitigation Letters. (Appendix A). A farm pond that was in place on the left bank of Musselshell Creek prior to the Neuse Buffer Rules, and exempt from the rules will remain, however outside of the conservation easement. Project attributes associated with the proposed buffer site are provided in Table 2.



Musselshell Creek Project origin (12/10/21)

Table 2: Buffer Project Attributes

| | |
|--|-------------------------------------|
| Project Name | Kingfield Buffer Mitigation Site |
| Hydrologic Unit Code (Service Area) | 03020204* |
| River Basin | Neuse |
| Geographic Location (decimal degrees) | 35.110000, -77.330000 |
| Site Protection Instrument | Conservation Easement |
| Types of Credits | Riparian Buffer (315,087.000 BMU)** |
| Mitigation Plan Date | October 2021 |
| Initial Planting Date | February 2022 |
| Baseline Report Date | March 2022 |
| MY1 Report Date | November 2022 |
| MY2 Report Date | November 2023 |
| MY3 Report Date | November 2024 |
| MY 4 Report Date | November 2025 |
| MY 5 Report Date | November 2026 |
| Close out Report Date/Visit | May 2027 |

*Project Service Area (also illustrated in Figure 2)

**Riparian Buffer credits may be converted to nutrient offset credits as calculated by Table 9 and illustrated by Figure 8b.

2.2 Watershed Characterization

The Project is located in HUC 03020204010071, along a UT to and Musselshell Creek proper and within the greater Trent River watershed that ultimately flows into the Neuse River. The watershed consists of large managed timberland areas in loblolly pine rotations and agriculture, both row crops and permitted animal operations. Musselshell Creek is an 303(d) listed water impaired for aquatic life and ecological and biological integrity according to the DEQ 303(d) Final List, 2018. The watershed is also designated as a Targeted Resource Area for both water quality and hydrology. Jones County remains mostly undeveloped aside from the areas in and surrounding the Town of Trenton. The County's population decreased 7.4% since the 2010 census.

Drainage areas for the on-site streams and buffer areas were determined by delineating watersheds in USGS Stream Stats. Figure 4 shows the watershed boundaries for each stream. Table 3 describes the current land use and drainage area for each stream.

Table 3: Drainage Area and Land Use

| Reach Name | NCDWR Stream Designation | Watershed Area Upstream/Downstream (mi ²) | Land Use |
|-------------------------|--------------------------|---|----------------------|
| Musselshell Creek | Perennial | 3.88 / 3.94 | Agriculture/Forestry |
| Musselshell Creek (UT1) | Perennial | 4.73 / 4.82 | Agriculture/Forestry |

2.3 Soils

Elevations at and surrounding the Project Site are nearly level to gently sloping through the stream valley. Soils underlying the area are mapped as loams and consist of the Muckalee series extending along both stream corridors. (Figure 5). Specific soil mapping units are listed in Table 4.

Table 4: Riparian Buffer Site Soil Series

| Soil Name | Map Unit Symbol | Hydric Soil Rating (USDA-NRCS Web Soil Survey) |
|----------------------------|-----------------|--|
| Muckalee loam, 0-2% slopes | Mk | B/D |

Source: <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>, accessed September, 2020

The Muckalee (Mk) soils are typically linear in shape and comprise the majority of the soils mapped by NRCS underlying the Project. Muckalee soils consist of poorly drained soils formed in loamy and sandy alluvium in stream floodplains of the Coastal Plain region. These soils have moderate permeability and slow runoff. The water table is typically less than 1.0 feet. An image of the printed (NRCS) 1981 soil survey map of the Project is shown in Figure 5.

2.4 Geology

Geologically, the Project Site is located within the Coastal Plain physiographic province. Coastal Plain stream systems are characterized by broad, flat floodplains and interstream divides adjacent to low to medium-gradient stream channels.

2.5 Vegetation

Vegetative communities within the project area consist of row crops and early successional, herbaceous vegetation in the near-bank stream/ditch region. The near-bank stream/ditch area is maintained with herbicide and mechanical mowing equipment annually. The wetter ditch areas have wetland herbaceous vegetation present including *Salix nigra* (black willow), and *Typha latifolia* (cattail).

2.6 Site Constraints and Access

The Site can be accessed via a dirt farm road from Kingfield Road. A permanent general access easement from Kingfield Road will be recorded as part of the project. There are no public use airports within a five-mile radius of the Project. No other site constraints are known to exist.

Directions from Raleigh:

- Follow US-70 East to HWY 41 Trenton Road south.
- Turn right onto HWY 41 South and follow for 2.4 miles
- Turn left onto Kingfield Road (SR1320) and follow for ~0.5 miles and turn right onto a dirt farm road that passes between two buildings south toward the project origin.

2.7 Site Resources

The Site has been in agricultural production since at least 1956 and no changes have been observed to the current stream configuration since that time (Figure 6). The property owner has verified that the property has been in some form of agricultural production for the past 65 years.

NCDWR staff visited the Site to determine subjectivity of on-site resources to the Neuse buffer rules and their suitability for riparian buffer mitigation per the Consolidated Buffer Mitigation Rule (15A NCAC 02B .0295). Musselshell Creek and an unnamed tributary to Musselshell Creek was found to be suitable for riparian buffer mitigation in the Neuse River Basin. Additionally, a Site Viability review was completed by NCDWR to determine site suitability for the establishment of riparian buffers and other riparian areas for buffer mitigation credits. The resulting NCDWR letters are in Appendix A.

3.0 Site Protection Instrument

3.1 Site Protection Instrument Summary Information

The property needed to restore the riparian buffer and other riparian areas, access the easement, and manage the Site includes portions of the parcel listed in Table 5. The proposed conservation easement on this property has not been recorded. A copy of the draft land protection instrument is included in Appendix B.

3.2 Current Ownership and Long-Term Protection

The Site is located on three parcels owned by Elvin Lee, Jr. and Elvin James Lee, III (Table 5). Option agreements for the project area were signed by the property owners and were recorded at the Jones County Register of Deeds. The option agreements allow restriction of the land use

in perpetuity through a conservation easement. Eco Terra will convey the conservation easement to the State to provide long term protection of the Site.

Table 5: Current Ownership and Long-Term Protection

| Parcel Identification Number | County | Owner | Conservation Easement (~ac) | Deed Book and Page Number | Site Protection Instrument | Identified Conservation Easement Holder |
|------------------------------|--------|------------------------|-----------------------------|---------------------------|----------------------------|---|
| 4499-99-68-7100 | Jones | Elvin Lee, Jr. | 5.43 | To be recorded | Conservation Easement | State of North Carolina |
| 4499-88-58-3900 | Jones | Elvin Lee, Jr., et al. | 1.68 | To be recorded | Conservation Easement | State of North Carolina |
| 5409-09-76-0100 | Jones | Elvin Lee, III | 1.48 | To be recorded | Conservation Easement | State of North Carolina |

4.0 Regulatory Considerations

Table 6 summarizes the regulatory considerations for the proposed project. These considerations are expanded upon in Sections 4.1-4.4. A copy of the signed Categorical Exclusion Form is provided in Appendix C.

Table 6: Regulatory Considerations

| Parameter | Applicable | Resolved | Supporting Documentation |
|--|------------|----------|--------------------------|
| Waters of the U.S. -Section 404 | No | N/A | N/A |
| Waters of the U.S.-Section 401 | No | N/A | N/A |
| Endangered Species Act | Yes | Yes | Signed CE Appendix C |
| Historic Preservation Act | Yes | Yes | Signed CE Appendix C |
| Coastal Zone Management Act | No | N/A | N/A |
| FEMA Floodplain Compliance | No | N/A | N/A |
| Essential Fisheries Habitat | No | N/A | N/A |

4.1 Threatened and Endangered Species

The US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) identifies three federally threatened or endangered species and two proposed threatened or endangered species under the Endangered Species Act. One species is protected under the Bald and Golden Eagle Protection Act (Table 7). A review of the NC Natural Heritage Program (NCNHP) Data Explorer identified no known occurrences of federally listed species within one mile of the Project Site.

Table 7: Federally Listed Species for Jones County

| Scientific Name | Common Name | Federal Status* | Suitable Habitat |
|-----------------------------------|-------------------------|-----------------|------------------|
| <i>Haliaeetus leucocephalus</i> | Bald Eagle | BGPA | No |
| <i>Picoides borealis</i> | Red-cockaded woodpecker | E | No |
| <i>Alligator mississippiensis</i> | American alligator | T | No |
| <i>Myotis septentrionalis</i> | Northern Long-eared Bat | T | No |
| <i>Necturus lewisi</i> | Neuse River waterdog | PT | No |
| <i>Noturus furiosus</i> | Carolina madtom | PE | No |

* BGPA - Bald and Golden Eagle Protection Act, E - Endangered, PT – Proposed Threatened, PE – Proposed Endangered

4.2 Cultural Resources

The National Historic Preservation Act declares a national policy of historic preservation to protect, rehabilitate, restore, and reuse districts, sites, buildings, structures, and objects significant in American architecture, history, archaeology, and culture, and Section 106 mandates that federal agencies take into account the effect of an undertaking on a property that is included in, or is eligible for inclusion in, the National Register of Historic Places. The NC State Historic Preservation Office’s (SHPO) online mapping resource was reviewed to determine the presence of known historic resources at or near the Project Site listed on the National Register. There are no existing structures in the project area.

According to the database, one resource occurs (King-Boyette House and Friendship Original FWB Church) within one mile of the Project. SHPO was contacted for completion of the Categorical Exclusion and SHPO had no concerns or comments on the Site. The approved Categorical Exclusion is in Appendix C.

4.3 FEMA Floodplain Compliance

The Project is not located within a FEMA regulated floodplain and will not require FEMA coordination or a floodplain development permit.

4.4 Other Environmental Issues

An EDR Radius Map Report with Geotcheck was ordered for the Site through Environmental Data Resources, Inc. (EDR) as part of the Categorical Exclusion. The target property and the adjacent properties are not listed in any of the Federal, State, or Tribal environmental databases searched by EDR. There are no known or potential hazardous waste sites identified within one mile of the Site. The Executive Summary of the EDR report is included in Appendix C.

5.0 Implementation Plan

The project design will restore high quality riparian buffers to Musselshell Creek and a UT to Musselshell Creek. The project will not have any adverse impacts to on-site wetlands; no grading activities will occur within jurisdictional wetland boundaries. Figure 7 depicts the planting plan for the Site. More detailed descriptions of the proposed restoration activity are found in Sections 5.1 through 5.3.

5.1 Parcel Preparation

The land proposed for buffer restoration is currently in agriculture row crops and pasture management. Only the planting rows will be ripped to improve soil compaction prior to planting in the upland areas or during mechanical planting. Soil scarification for temporary and permanent seeding may be required depending on the site condition at the time of planting and equipment used for seed application. Some minor bank stabilization will be completed using machinery in select areas noted in the DWR viability letter along UT1. These areas will be stabilized with hay and planted with temporary/permanent seed and trees selected from Table 8. No other soil disturbance is anticipated, and sediment and erosion control measures will be used to prevent sediment from entering the streams during a rain event, should any additional soil disturbing activities become necessary. Sediment and erosion control measures may include seeding, mulching, haying, and temporary sediment containment.

Pre-emergent herbicide will be used in the tree rows to control potential herbaceous weed competition. All herbicides will be applied by a licensed herbicide applicator. The near-bank region along the stream within the project area contains a limited number of invasive plants. Aquatic invasive plants are also present, and if necessary, an aquatic safe herbicide will be used in appropriate areas where there is an existing population of non-native invasive plant species. In the event that drain tiles are found during construction, they will be noted and removed. The existing farm pond to the east of Musselshell Creek will remain and no restoration activities will occur between the farm pond and the stream. No additional spoil will be removed during parcel preparation outside of creditable areas.

Appropriate fencing according to DMS standards will be installed to keep cattle and other pasture animals out of the conservation easement, if necessary, following construction and as-built report. The existing fencing will be replaced or modified accordingly.

5.2 Riparian Buffer Restoration Activities

The revegetation plan for the buffer restoration area will include permanent seeding in the active farming areas. The Site will be planted to replicate a Coastal Plain Small Stream Swamp (blackwater subtype) community with one planting zone, floodplain. Riparian restoration will occur on viable streams from a minimum of 50 feet to a maximum of 100 feet for riparian buffer credit. Proposed tree species are shown in Table 8.

Table 8: Proposed Vegetation Species List

| Scientific Name | Common Name | Planting Zone | Strata | % |
|--------------------------------|----------------|---------------|--------|----|
| <i>Nyssa sylvatica biflora</i> | Swamp blackgum | Floodplain | Canopy | <5 |

| | | | | |
|---|--------------------|------------------------|-------------------|-----|
| <i>Platanus occidentalis</i> | Sycamore | Floodplain | Canopy | 10 |
| <i>Betula nigra</i> | River birch | Floodplain | Canopy/Understory | 10 |
| <i>Diospyros virginiana</i> | Persimmon | Floodplain | Canopy/Understory | 10 |
| <i>Quercus laurifolia</i> | Laurel oak | Floodplain | Canopy | 10 |
| <i>Fraxinus pennsylvanica</i> | Green ash* | Floodplain | Canopy | <5 |
| <i>Liriodendron tulipifera</i> | Tulip poplar | Floodplain | Canopy | <5 |
| <i>Quercus michauxii</i> | Swamp chestnut oak | Floodplain | Canopy | 10 |
| <i>Quercus nigra</i> | Water oak | Floodplain | Canopy | 10 |
| <i>Quercus phellos</i> | Willow oak | Floodplain | Canopy | 10 |
| <i>Quercus falcatta var. pagodaefolia</i> | Cherrybark oak | Floodplain | Canopy | 10 |
| <i>Quercus shumardii</i> | Shumard oak | Floodplain | Canopy | 10 |
| <i>Taxodium distichum</i> | Bald cypress** | Floodplain | Canopy | <5 |
| <i>Cornus amomum</i> | Silky dogwood | Floodplain | Understory | <5 |
| <i>Sorghastrum nutans</i> | Indian grass | Permanent Seed Mixture | Herb | n/a |
| <i>Agrostis alba</i> | Redtop | Permanent Seed Mixture | Herb | n/a |
| <i>Andropogon gerardii</i> | Big bluestem | Permanent Seed Mixture | Herb | n/a |
| <i>Panicum virgatum</i> | Switchgrass | Permanent Seed Mixture | Herb | n/a |
| <i>Setaria italica</i> | Foxtail millet | Temporary Seed Mixture | Herb | n/a |
| <i>Pennisetum glaucum</i> | Pearl top millet | Temporary Seed Mixture | Herb | n/a |

* Green ash will be ≤ 5% of total stems

** Bald cypress will be planted in appropriate wet areas as allowed by the Authority

Trees will be planted at a density sufficient to meet the performance standards outlined in the Rule 15A NCAC 02B .0295 of 260 trees per acre at the end of five years. A minimum of four species will be planted where no one tree/shrub species will be greater than 50% of the established stems. A mixed species density of approximately 600-800 trees per acre is proposed for the initial planting. Actual species composition will be based on availability, cost, quantities, and site conditions at the time of construction. Planting will occur during the dormant season between January 15 and March 15 unless weather patterns or unforeseen circumstances allow or require a later planting date, respectively. An appropriate temporary seed mix will also be applied as necessary to provide temporary ground cover for soil stabilization and reduction of sediment loss during rain events, helping establish buffer functional uplift during early forest succession. Temporary seed mix species are found in Table 8. This will be followed by an appropriate permanent seed mixture.

Vegetation management and herbicide applications may be needed to prevent competition of invasive species with the planted species. Planting is scheduled to begin in February 2022.

5.3 Determination of Credits

Mitigation credits shown in Table 9 and Figure 8 are based on surveyed top of banks of the streams and conservation easement. All areas within specific buffer zones will be planted and counted as buffer mitigation units (Figures 8a and 9). Table 9 and Figure 8b calculate and illustrate the nutrient offset credit potential of the Site, respectively, should DMS convert any riparian buffer credits to nutrient offset credits. Credit calculations were done according to the most recent version of the DWR Credit Calculation Tool V3 (October 2020) and the guidance, Clarified Procedures for Calculating Buffer Mitigation Credits & Nutrient Offset Credits (November 2019).

6.0 Monitoring Plan

The Site monitoring plan was developed to demonstrate that the required performance standards are met and project goals and objectives are achieved. The monitoring report shall provide project data and chronicle issues that arise during the five-year monitoring period. These reports will assist in population of DMS databases and assist in the close-out process. Table 10 summarizes the proposed monitoring plan components associated with this project.

Table 10: Monitoring Plan Components

| Success Criteria | Monitoring Protocol | Reaches | Quantity | Frequency |
|----------------------------|--------------------------|---------|-----------|-------------|
| Vegetation | CVS Level I/Photos | All | 7 | Annual |
| Reference Stations | Photos | All | 7 | Annual |
| Visual Assessments | Visual Assessment/Photos | All | As needed | Semi-annual |
| Easement Boundary* | Visual Assessment | All | As needed | Semi-annual |
| Exotic/Nuisance Vegetation | Visual Assessment | All | As needed | Semi-annual |

* If fencing is required, fencing integrity along the easement will be monitored.

7.0 Performance Standards

The performance standards for the Project follow approved criteria presented in the Consolidated Buffer Rule (15A NCAC 02B .0295). Annual monitoring and semi-annual site visits will be conducted to assess the condition of the finished project. Performance standards will be evaluated throughout the five-year post-construction monitoring period.

7.1 Vegetation

The Consolidated Buffer Rule (15A NCAC 02B .0295) requires survival of at least 260 stems per acre at the end of a five year monitoring period consisting of at least four species, with no one species representing greater than 50 percent of the stems. Seven (7) permanent vegetation 100 m² monitoring plots, representing at least two percent (2%) of the planted area, will be placed throughout the Site to document tree survival. Vegetation monitoring will follow the CVS-EEP Level I Protocol for Recording Vegetation (2008). Quantitative measurements will be recorded annually including tree species and tree height. Qualitative measurements will also be recorded such as tree vigor, tree damage, and other observations. Approximate locations of permanent vegetation plots are shown on Figure 7.

7.2 Photo Reference Stations

Photographs of vegetation plots will be taken each year and there will be an additional seven (7) photographs taken to document stream condition and easement integrity. These photos will be taken at the same location and direction each year.

7.3 Visual Assessments

Visual assessments will be performed twice a year during the five years of monitoring. Areas of concern, low stem density, invasive species or easement encroachment, will be mapped and photographed and described in the monitoring report. Problem areas will be re-evaluated during subsequent site visits. Easement encroachment includes fence integrity (if necessary), presence of livestock, mowing, cutting, filling, grading, or similar activities that would negatively affect project performance standards.

7.4 Reporting Performance Criteria

A baseline monitoring document and as-built record drawing depicting deviations from the proposed planting to the actual planting will be provided. Annual monitoring reports will use the DMS Riparian Buffer and Nutrient Offset Baseline and Annual Monitoring Report Template version 2.0 (May 2017). The monitoring reports will be submitted to DMS in the fall of each year for a total of five years or until performance criteria have been met.

7.5 Maintenance and Contingency Plans

Actions will be taken to correct issues identified in the annual monitoring reports that jeopardize the success of the project. If required, additional trees will be planted, selected from the species listed in Table 8.0, invasive species will be controlled, and additional signage will be installed. Additional post planting herbicide and mechanical mowing will be used within the planting rows for at least the first three years as needed. These are examples of remedial actions and others may become necessary through the five-year monitoring period.

8.0 Stewardship

The Site will be marked with signage by the Provider prior to as-builts. The Provider will inspect the boundary marking on a yearly basis and repair as needed during the monitoring period.

The Site will be transferred to the NCDEQ Stewardship Program. The Stewardship Program shall serve as the conservation easement holder and long-term steward for the property and conduct inspections of the Site to determine whether the conservation easement is being upheld. The NCDEQ Stewardship Program is developing an endowment system within the non-reverting, interest-bearing Conservation Lands Conservation Fund Account. The use of funds from the Endowment Account will be governed by North Carolina General Statute GS 113A-232(d)(3). Interest gained by the endowment fund may be used for stewardship, monitoring, stewardship administration, and land transaction costs, if applicable.

As discussed previously, fencing is planned for a portion of this project where the existing fence and pasture is maintained. Fencing appropriate for DMS specifications will be installed if necessary. The draft Site Protection Instrument can be found in Appendix B.

9.0 References

- 15A NCAC 02B .0295 Mitigation Program Requirements for Protection and Maintenance of Riparian Buffers. 2015.
- N.C. Department of Environmental Quality. Division of Mitigation Services. 2018. Neuse River Basin Restoration Priorities.
- N.C. Department of Natural and Cultural Resources. N.C. State Historic Preservation Office. 2020. (<http://gis.ncdcr.gov/hpoweb/>) (Accessed September, 2020).
- N.C. Floodplain Mapping Program. 2020. N.C. Flood Risk Information System. (<https://fris.nc.gov/fris/Index.aspx?FIPS=145&ST=NC&user=General%20Public>) (Accessed September, 2020).
- U.S. Census Bureau. 2020. QuickFacts, Jones County, North Carolina. Updated September, 2020 <https://www.census.gov/quickfacts/fact/table/jonescountynorthcarolina,US/POP010210>
- U.S. Department of Agriculture. Natural Resources Conservation Service. 1981. Soil Survey of Jones County, North Carolina.
- U.S. Department of Agriculture. Natural Resources Conservation Service. 2020. Web Soil Survey. (<https://websoilsurvey.nrcs.usda.gov/app/>). (Accessed September 20, 2020).
- U.S. Fish and Wildlife Service, 2020. Endangered Species, Threatened Species, Federal Species of Concern, and Candidate Species, Jones County, North Carolina. Updated 17 July 2020. <https://www.fws.gov/raleigh/species/cntylist/jones.html>
- U.S. Geological Survey. 2013. Trenton. 1:24,000. North Carolina Topographic Quadrangle (7.5-minute series). Reston, VA: U.S. Department of the Interior, USGS, 2013.
- U.S. Geological Survey. 2018. StreamStats. (<https://streamstats.usgs.gov/ss/>) (Accessed September, 2020).
- U.S. Geological Survey. 2018. StreamStats. (<https://streamstats.usgs.gov/ss/>) (Accessed May, 2021).

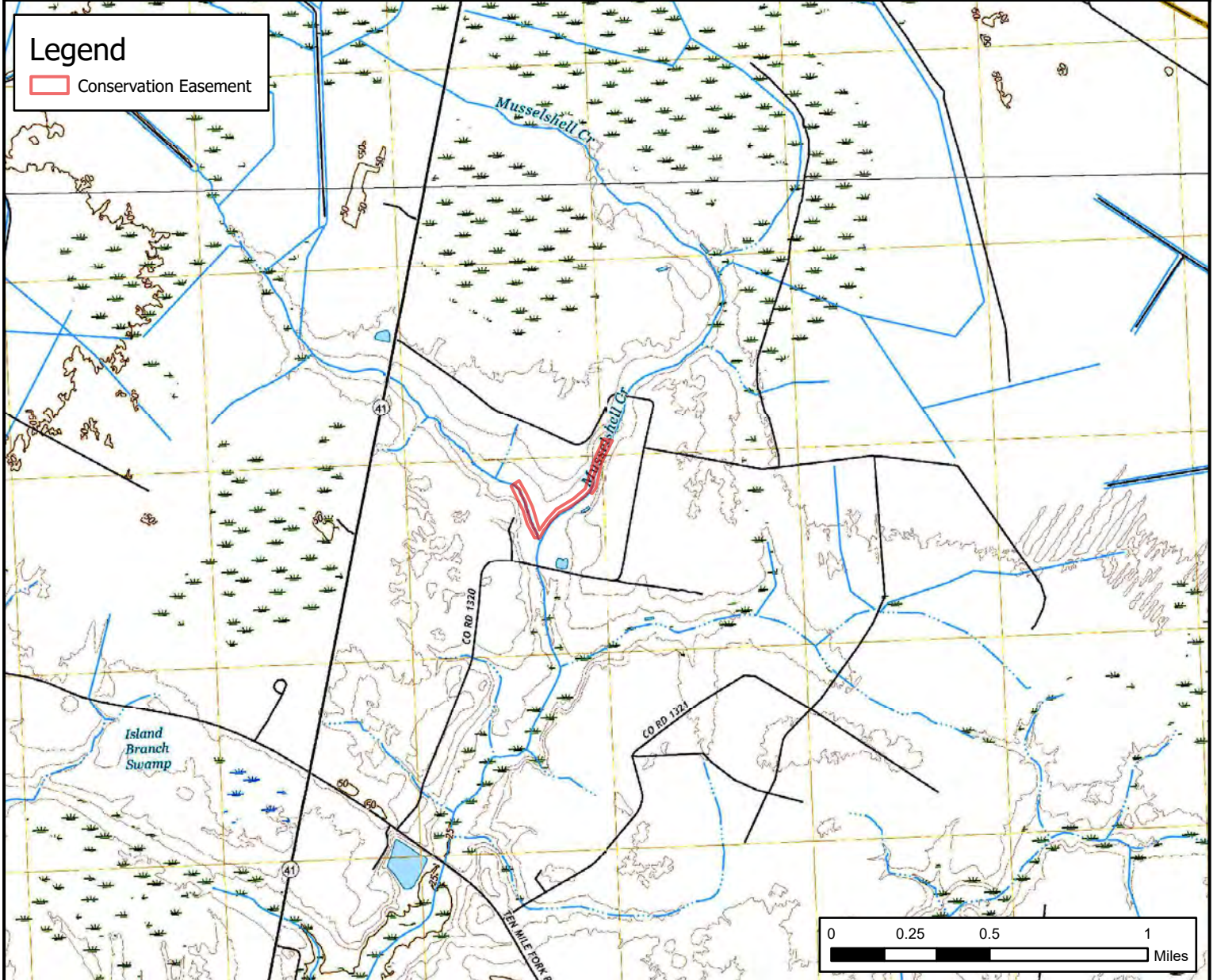
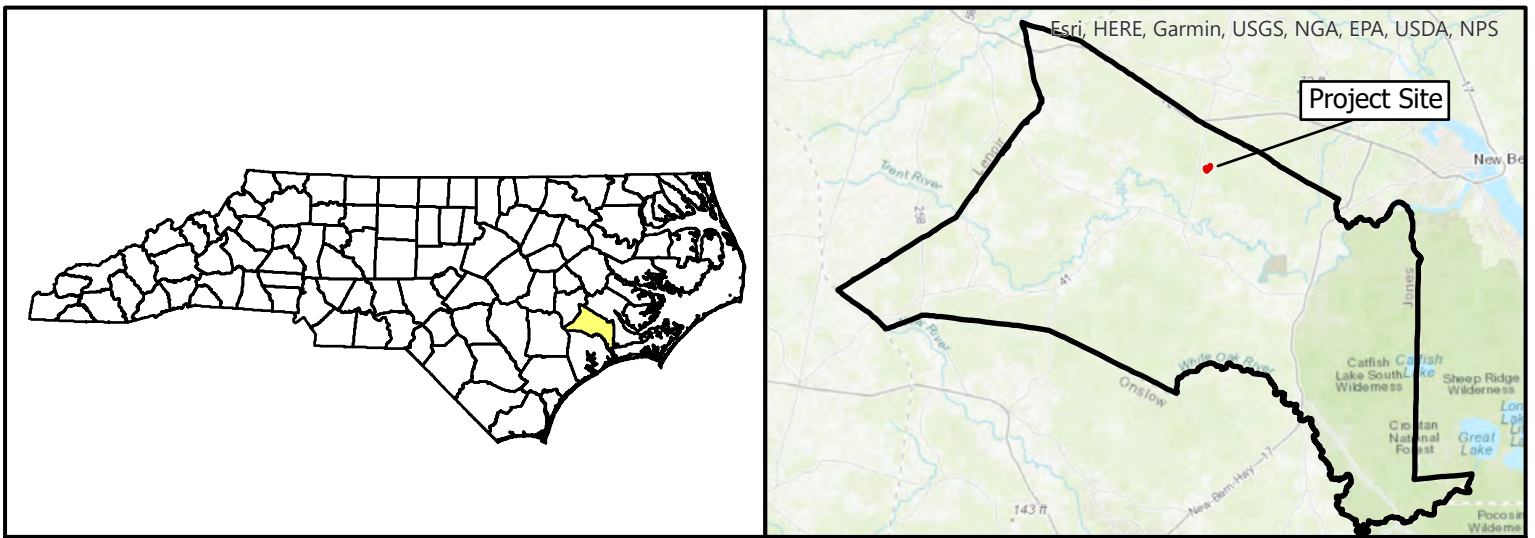
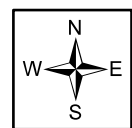


Figure 1: Vicinity Map
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
August 2021





USGS 2019 Topographic Quadrangles: Cove City & Trenton





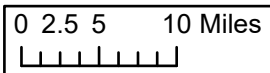
Legend

-  8 Digit HUC 03020204
-  Conservation Easement




Project Site

Earthstar Geographics

Figure 2: Riparian Buffer/ Nutrient Offset Credit Service Area
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
August 2021
 ESRI Aerial Basemap



Legend

-  Conservation Easement
-  I/P Streams
-  NCDOT 2' Contours

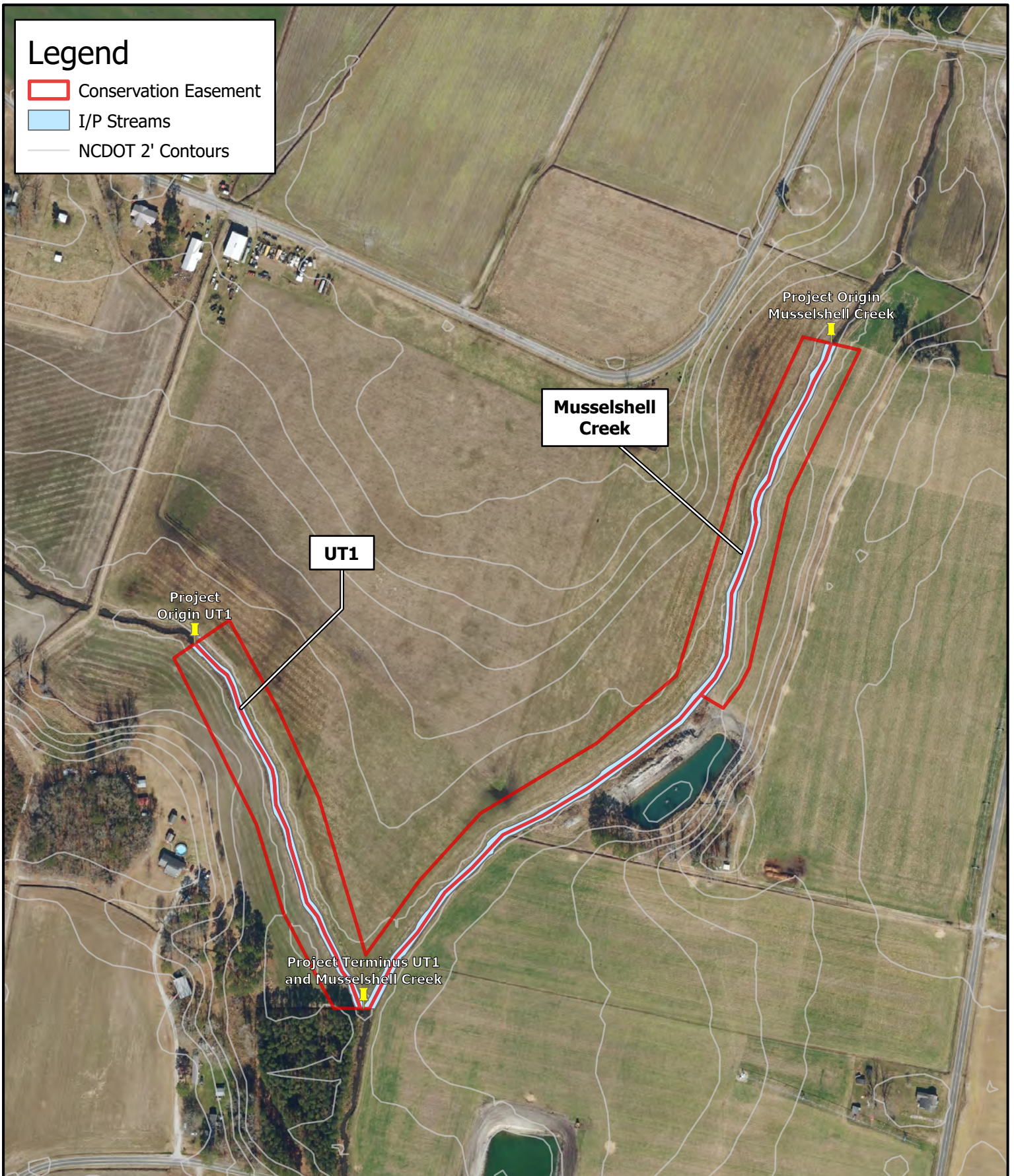
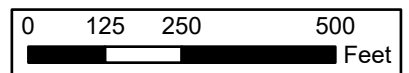
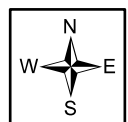


Figure 3: Existing Conditions
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
August 2021



NC Onemap 2018 Aerial



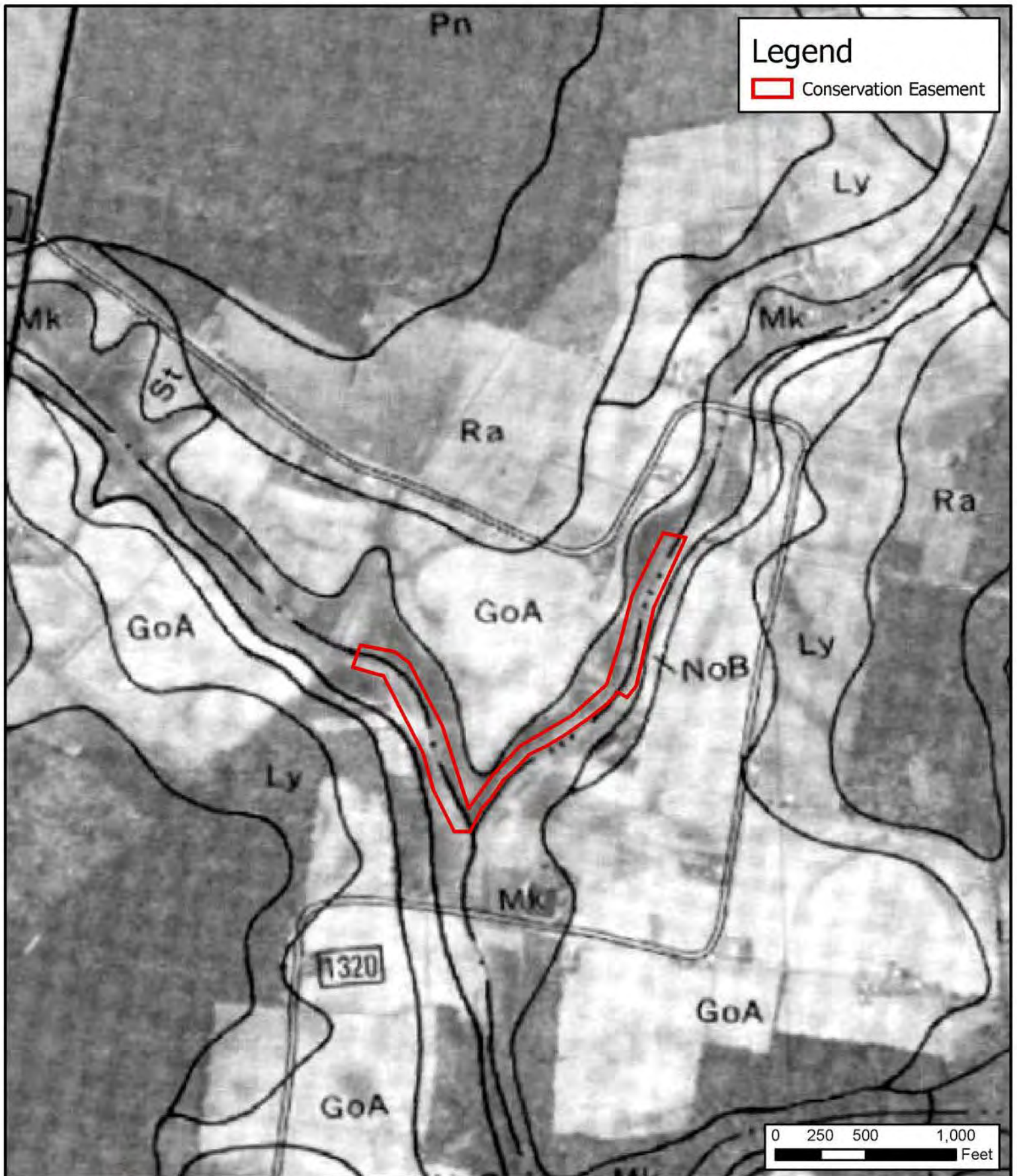
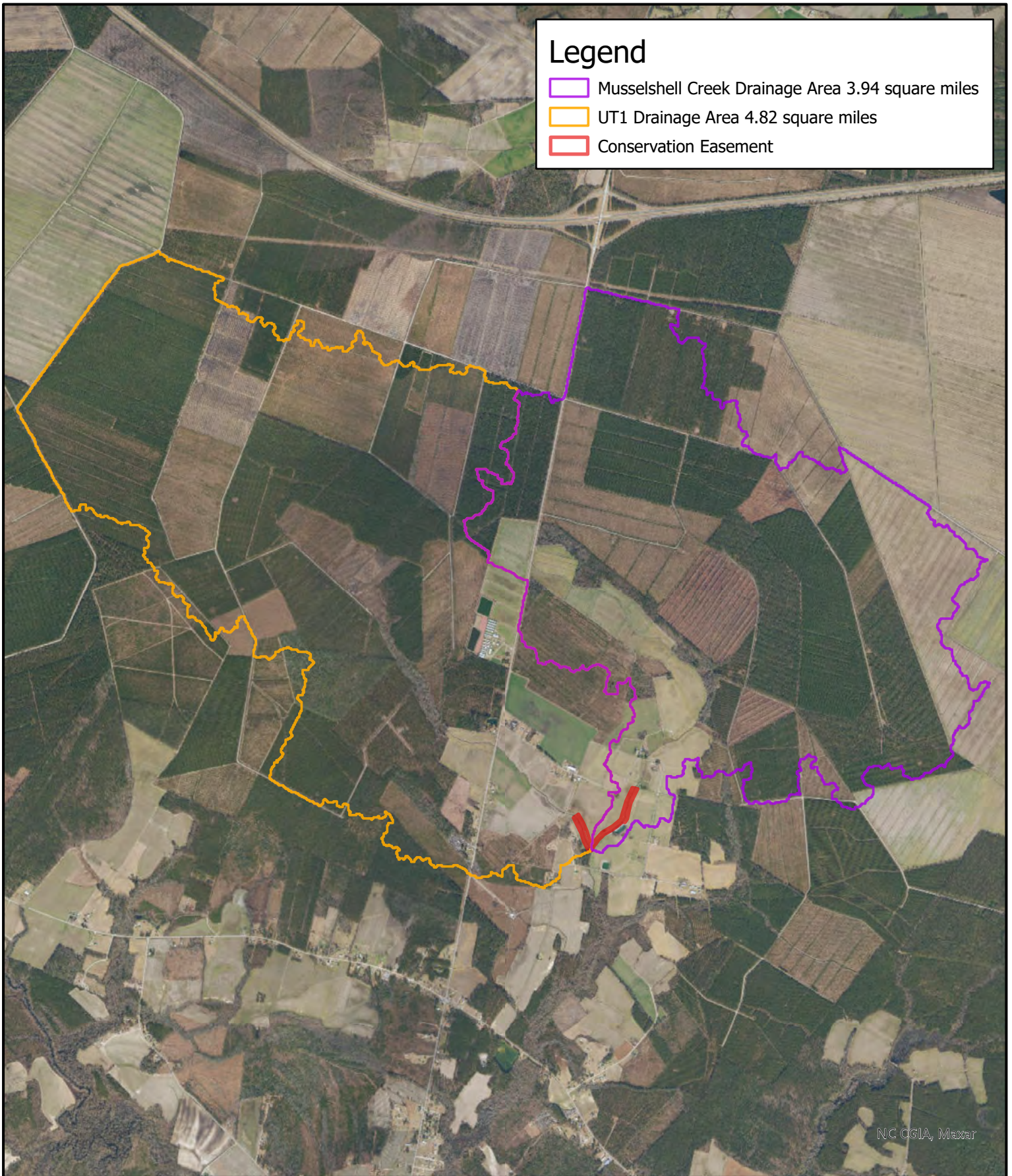


Figure 5: Soil Survey
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
August 2021



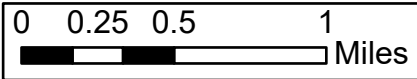


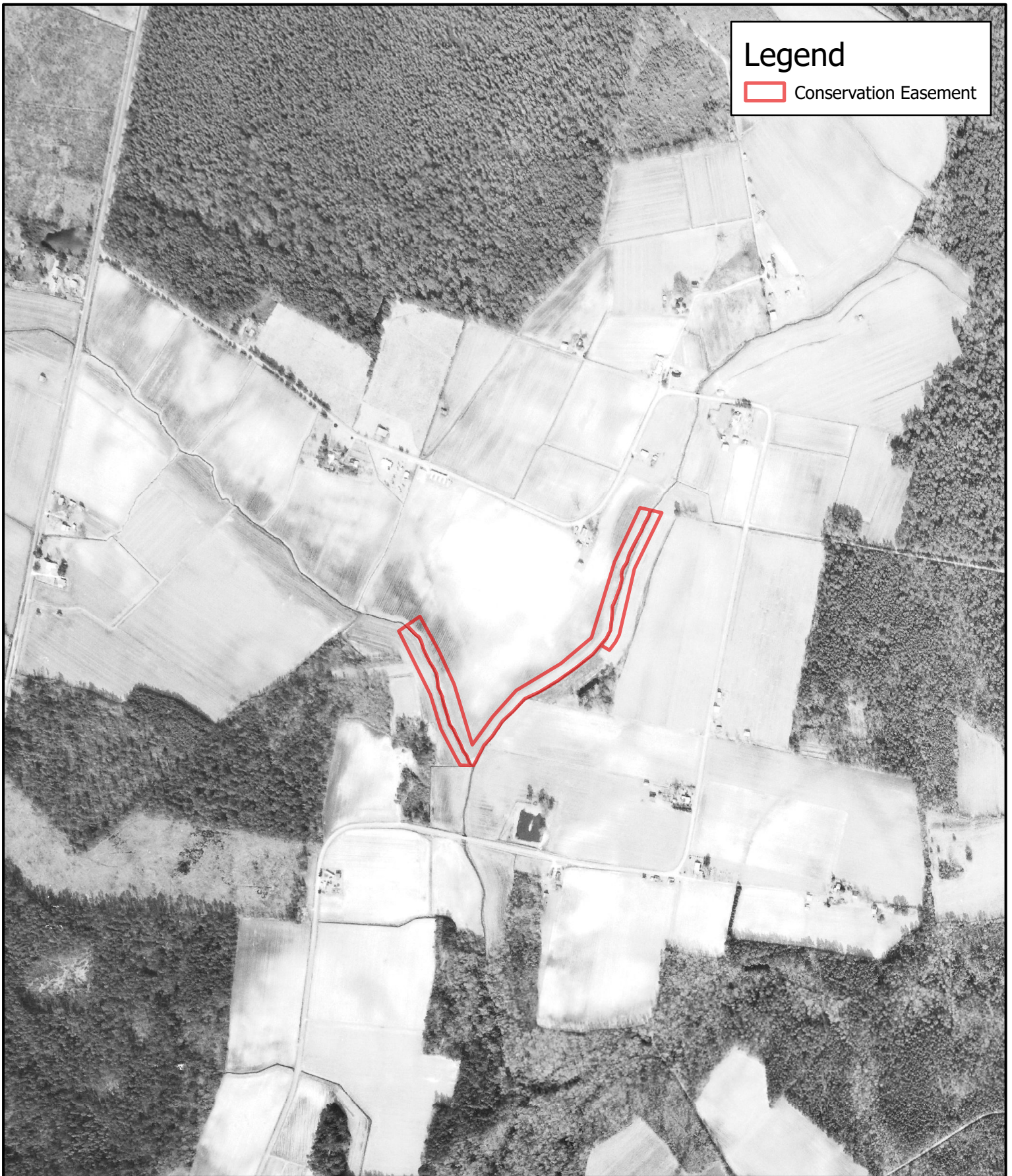
Legend

- Musselshell Creek Drainage Area 3.94 square miles
- UT1 Drainage Area 4.82 square miles
- Conservation Easement

NC CGIA, Maxar

Figure 4: Drainage Area
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
August 2021
 USGS Stream Stats





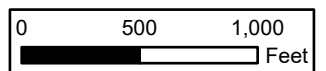
Legend

 Conservation Easement

**Figure 6: 1977 Historic Aerial
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
August 2021**

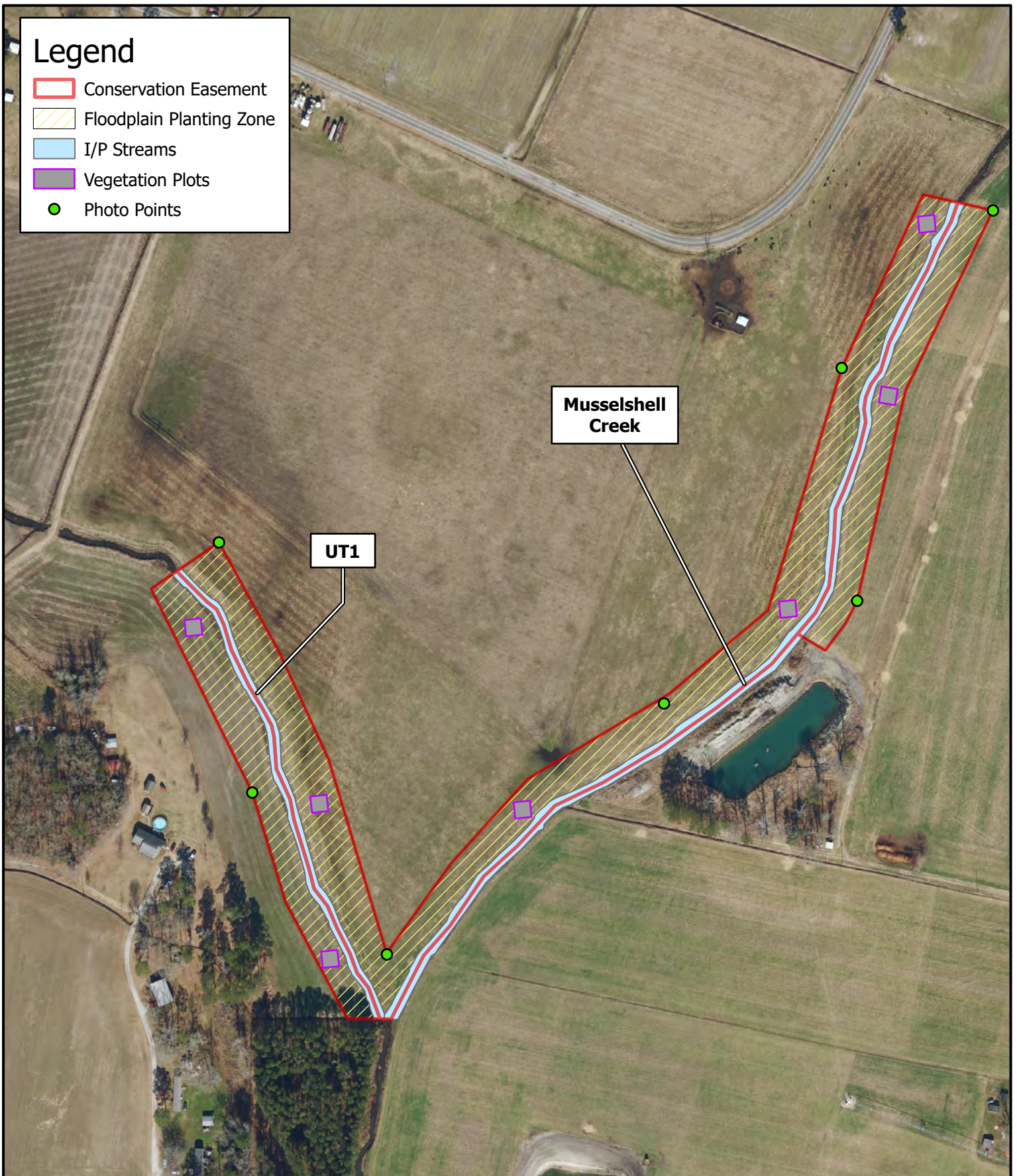


USGS Earth Explorer Aerial Single Frame



Legend

- Conservation Easement
- Floodplain Planting Zone
- I/P Streams
- Vegetation Plots
- Photo Points

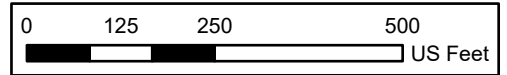


Musselshell Creek

UT1






**Figure 7: Monitoring Components
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
August 2021**



NC Onemap 2018 Aerial

Legend

-  Conservation Easement
-  0-100 ft Riparian Restoration for Buffer Credit
-  Non-Credit

UT1

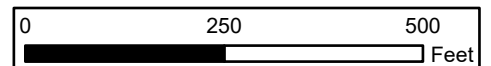
Musselshell Creek

State of North Carolina DOT, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA






**Figure 8a: Proposed Credit
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
August 2021**

NC Onemap 2018 Aerial



Legend

-  Conservation Easement
-  0-100 ft Nutrient Offset Credit
-  Non-Credit

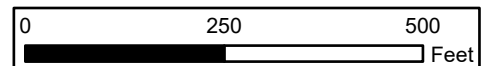


State of North Carolina DOT, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Figure 8b: Potential Nutrient Offset Credit
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
August 2021



NC Onemap 2018 Aerial



Legend

- Conservation Easement
- I/P Streams
- 30' From TOB
- 50' From TOB
- 100' From TOB
- 200' From TOB

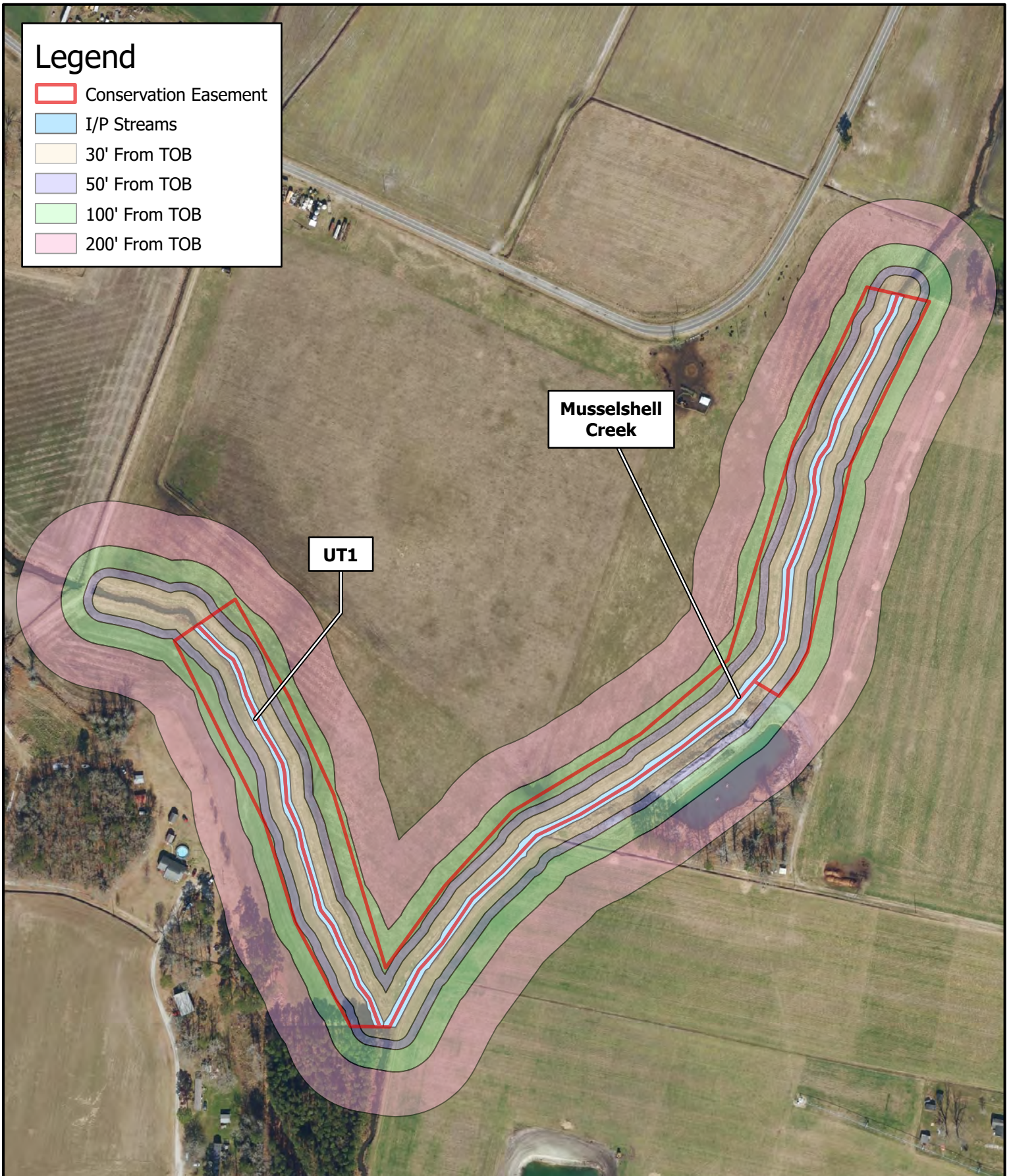
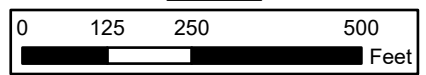


Figure 9: Riparian Buffer Zones
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
August 2021



ESRI Aerial Basemap

APPENDIX A

NCDWR On-Site Stream Buffer Determination
NCDWR Site Viability for Buffer Mitigation Letters



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

DIONNE DELLI-GATTI
Secretary

S. DANIEL SMITH
Director

April 30, 2021

Elvin James Lee Jr.
1359 Kingfield Road
Trenton, NC 28585
(404) 840-2697

2021 0020 v1
Jones County

Subject: **On-Site Determination** for Applicability to Neuse Riparian Buffer Rules (15A NCAC 02B .0714)

Subject Property/ Project Name: Kingsfield Buffer Mitigation Site

Address/Location: 1359 Kingfield Road, Trenton, NC 28585

Jones County

Stream(s) Evaluated: (2) – Musselshell Creek, Unnamed Tributary to Musselshell Creek (UT1)

Determination Date: February 22, 2021

Staff: Allen Stewart

| | |
|--|--|
| Determination Type: | |
| Buffer: | Stream: |
| X - Neuse (15A NCAC 02B .0714) - Tar-Pamlico (15A NCAC 02B .0734) - Catawba (15A NCAC 02B .0614) - Jordan (15A NCAC 02B .0267) (governmental and/or interjurisdictional projects) - Randleman (15A NCAC 02B .0724) - Goose Creek (15A NCAC 02B .0605-.0608) | X - Intermittent/Perennial Determination |

| Stream | E/I/P* | Not Subject | Subject | Start@ | Stop@ | Soil Survey | USGS Topo |
|-------------------|--------|-------------|---------|-----------------------|-----------------------|-------------|-----------|
| Musselshell Creek | P | | X | 35.113643, -77.325478 | 35.108759, -77.329753 | X | X |
| UT1 | P | | X | 35.111283, -77.331121 | 35.108759, -77.329753 | X | X |

*Ephemeral / Intermittent / Perennial

Mr. Lee,

The Division of Water Resources has determined that the stream listed above and included on the attached map has been located on the most recent published (1981) NRCS Soil Survey of Jones County, North Carolina and/or the most recent copy of the 2019 Trenton USGS Topographic map at a 1:24,000 scale and evaluated for applicability to the Neuse Riparian Buffer Rule. For each stream that is checked "Not Subject" it has been determined to not be at least intermittent or not present on the property. Streams that are checked "Subject" have been mapped on (1981) NRCS Soil Survey and/or USGS Topographic map 1:24,000, located on the property and possess characteristics that qualify them to be at least intermittent streams. There may be other streams or features located on the property that do not appear on the maps referenced above but may be considered jurisdictional according to the US Army Corps of Engineers and subject to the Clean Water Act.

This on-site determination shall expire five (5) years from the date of this letter. Landowners or affected parties that dispute a determination made by the DWR may request a determination by the Director. An appeal request must be made within sixty (60) calendar days of date of this letter to the Director in writing.

If sending via US Postal Service:

c/o Paul Wojoski
DWR – 401 & Buffer Permitting Unit
1617 Mail Service Center
Raleigh, NC 27699-1617

If sending via delivery service (UPS, FedEx, etc.):

c/o Paul Wojoski
DWR – 401 & Buffer Permitting Unit
512 N. Salisbury Street
Raleigh, NC 27604



This determination is final and binding as detailed above unless an appeal is requested within sixty (60) days.

This determination only addresses the applicability to the buffer rules and does not approve any activity within the buffers or waters. The project may require a Section 404/401 Permit for the proposed activity. Any inquiries regarding applicability to the Clean Water Act should be directed to the US Army Corps of Engineers Raleigh Regulatory Field Office at (919)-554-4884 Ext. 22.

If you have questions regarding this determination, please feel free to contact Allen Stewart at (252) 946-6481.

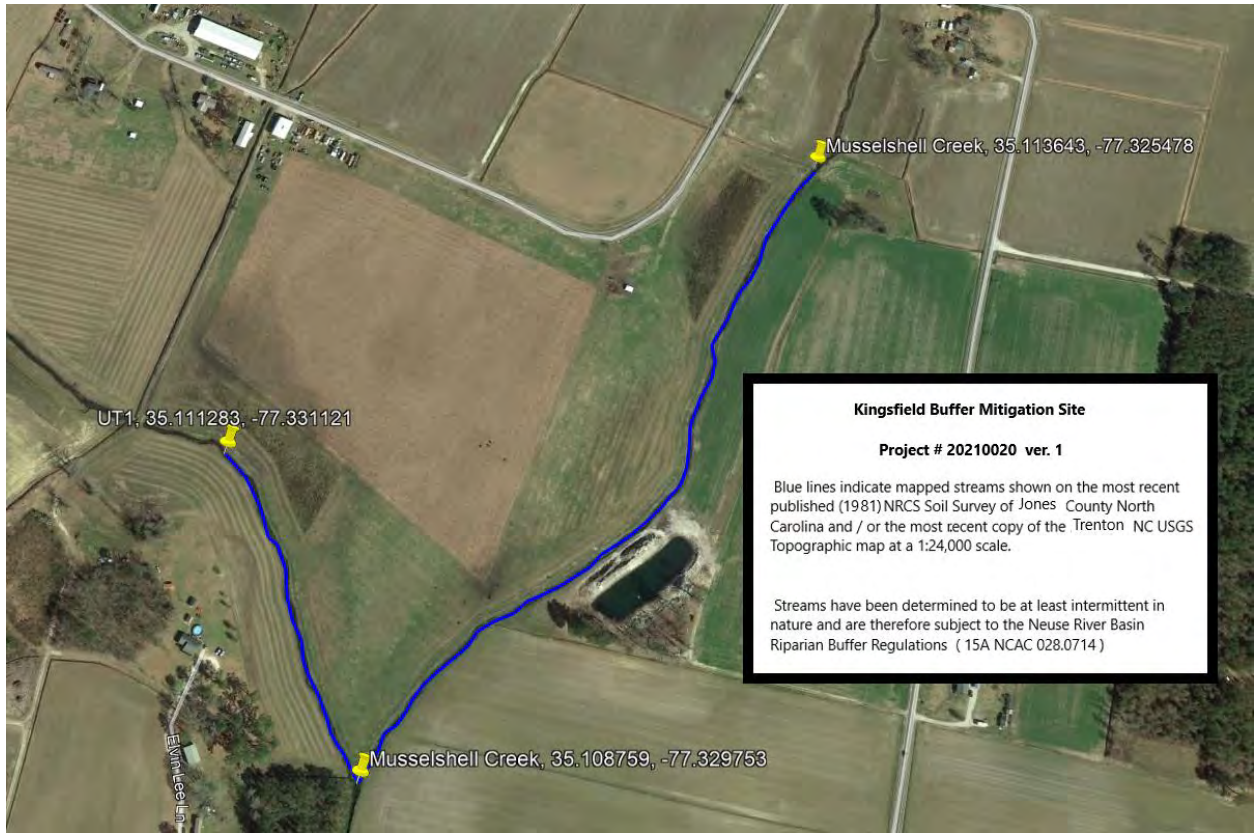
Sincerely,

Robert Tankard

Robert Tankard, Assistant Regional Supervisor
Water Quality Regional Operations Section
Division of Water Resources, NCDEQ

cc: WaRO DWR File Copy/LASERFICHE
Raymond Holz, Restoration Systems LLC, rholz@restorationsystems.com
Katie Merritt, NCDWR 401 & Buffer Permitting Branch, Katie.Merritt@ncdenr.gov
Samantha Dailey, US Army Corps of Engineers Raleigh Regulatory Field Office, samantha.j.dailey@usace.army.mil







NORTH CAROLINA
Environmental Quality

June 10, 2021

ROY COOPER
Governor

JOHN NICHOLSON
Interim Secretary

S. DANIEL SMITH
Director

Jamey O' Shaughnessey
Eco Terra Partners, LLC
(via electronic mail: jamey@ecoterra.com)

Re: Site Viability for Buffer Mitigation & Nutrient Offset – Kingfield Site
Trenton, NC (near 35.11154, -77.33190)
Neuse 03020204
Jones County

Dear O' Shaughnessey,

On May 20, 2021, Katie Merritt, with the Division of Water Resources (DWR), received a request from you on behalf of Eco Terra Partners, LLC (Eco Terra) for a site visit near the above-referenced site in the Neuse River Basin within the 8-digit Hydrologic Unit Code 03020204. The site visit was to determine the potential for riparian buffer mitigation and nutrient offset within a proposed conservation easement boundary, which is more accurately depicted in the attached map labeled "Figure 2: Existing Conditions" (Figure 2) prepared by Eco Terra. The proposed easement boundary in Figure 2, includes all riparian areas intended to be proposed as part of a mitigation site. On April 27, 2021, Ms. Merritt performed a site assessment of the subject site. Staff with Eco Terra were also present.

Ms. Merritt's evaluation of the features onsite and their associated mitigation determination for the riparian areas are provided in the table below. This evaluation was made from Top of Bank (TOB) and landward 200' from each feature for buffer mitigation pursuant to 15A NCAC 02B .0295 (effective November 1, 2015) and for nutrient offset credits pursuant to 15A NCAC 02B .0703.



North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617
919.707.9000

| <u>Feature</u> | <u>Classification onsite</u> | <u>¹Subject to Buffer Rule</u> | <u>Riparian Land uses adjacent to Feature (0-200')</u> | <u>Buffer Credit Viable</u> | <u>³Nutrient Offset Viable</u> | <u>^{4,5}Mitigation Type Determination w/in riparian areas</u> |
|-------------------|------------------------------|---|--|--|---|--|
| Musselshell Creek | Stream | Yes | Non-forested agricultural fields and pasture. An offline pond is present on left bank. Forested areas around the pond were present between 1993-2016+ (see map) over 21,000 ft ² of fill material from an excavated pond is located in riparian areas including Zone 1 and Zone 2 of the riparian buffer (see attachments). Placement of fill in Zone 1 & Zone 2 may be a violation of the Neuse Buffer Protection Rule. | Yes (excluding fill & pond footprints) | Yes (excluding fill & pond footprints) | Non-forested fields (excluding fill and pond footprints) - Restoration Site per 15A NCAC 02B .0295 (n) Footprint of areas previously in forest around pond– <i>no mitigation determination until confirmation is received that no violation has occurred.</i> Footprint of fill material (berm) impacts within 50' (Zone 1 & Zone 2) of Neuse buffer – <i>no mitigation determination until confirmation is received that no violation has occurred.</i> Footprint of fill material (berm) impacts within 51'-200' - <i>no mitigation determination until confirmation is received that no violation has occurred within Zone 1 & Zone 2.</i> |
| UT1 | Stream | Yes | Non-forested agricultural fields and pasture Actively eroding banks were observed. | Yes | Yes (non-forested areas only) | Non-forested fields - Restoration Site per 15A NCAC 02B .0295 (n) <i>Minor bank stabilization efforts and grading needed where bank stability is compromised and where erosional rills, sink holes and gullies are observed</i> |

¹Subjectivity calls for the features were determined by DWR in correspondence dated April 30, 2021 (DWR# 2021-0020) using the 1:24,000 scale quadrangle topographic map prepared by USGS and the most recent printed version of the soil survey map prepared by the NRCS .

²The area of preservation credit within a buffer mitigation site shall comprise of no more than 25 percent (25%) of the total area of buffer mitigation per 15A NCAC 0295 (o)(5) and 15A NCAC 0295 (o)(4). Site cannot be a Preservation Only site to comply with this rule.

³NC Division of Water Resources - Methodology and Calculations for determining Nutrient Reductions associated with Riparian Buffer Establishment

⁴Determinations made for this Site are determined based on the proposal provided in maps and figures submitted with the request.

⁵ All features proposed for buffer mitigation or nutrient offset, must have a planted conservation easement established that includes the tops of channel banks when being measured perpendicular and landward from the banks, even if no credit is viable within that riparian area.

⁶The area of the mitigation site on ephemeral channels shall comprise no more than 25 percent (25%) of the total area of buffer mitigation per 15A NCAC 02B .0295 (o)(7).

Determinations provided in the table above were made using a proposed easement boundary showing proposed mitigation areas shown in Figure 2. The map representing the proposal for the site is attached to this letter and initialed by Ms. Merritt on June 10, 2021. Additional information regarding the site related to land use changes within the riparian areas from 1999 to present is attached as Figure 1 and initialed by Ms. Merritt on June 10, 2021. Substantial changes to the proposed easement boundary as well as any site constraints identified in the table above, could affect the Site's potential to generate buffer mitigation and nutrient offset credits.

This letter does not constitute an approval of this Site to generate buffer and nutrient offset credits. Pursuant to 15A NCAC 02B .0295, a mitigation proposal and a mitigation plan shall be submitted to

DWR for written approval **prior** to conducting any mitigation activities in riparian areas and/or surface waters for buffer mitigation credit. Pursuant to 15A NCAC 02B .0703, a proposal regarding a proposed nutrient load-reducing measure for nutrient offset credit shall be submitted to DWR for approval prior to any mitigation activities in riparian areas and/or surface waters.

All vegetative plantings, performance criteria and other mitigation requirements for riparian restoration, enhancement and preservation must follow the requirements in 15A NCAC 02B .0295 to be eligible for buffer and/or nutrient offset mitigation credits. For any areas depicted as not being viable for nutrient offset credit above, one could propose a different measure, along with supporting calculations and sufficient detail to support estimates of load reduction, for review by the DWR to determine viability for nutrient offset in accordance with 15A NCAC 02B .0703.

This viability assessment will expire on June 10, 2023 or upon approval of a mitigation plan by the DWR, whichever comes first. This letter should be provided in any nutrient offset, buffer, stream or wetland mitigation plan for this Site.

Please contact Katie Merritt at (919) 707-3637 if you have any questions regarding this correspondence.

Sincerely,

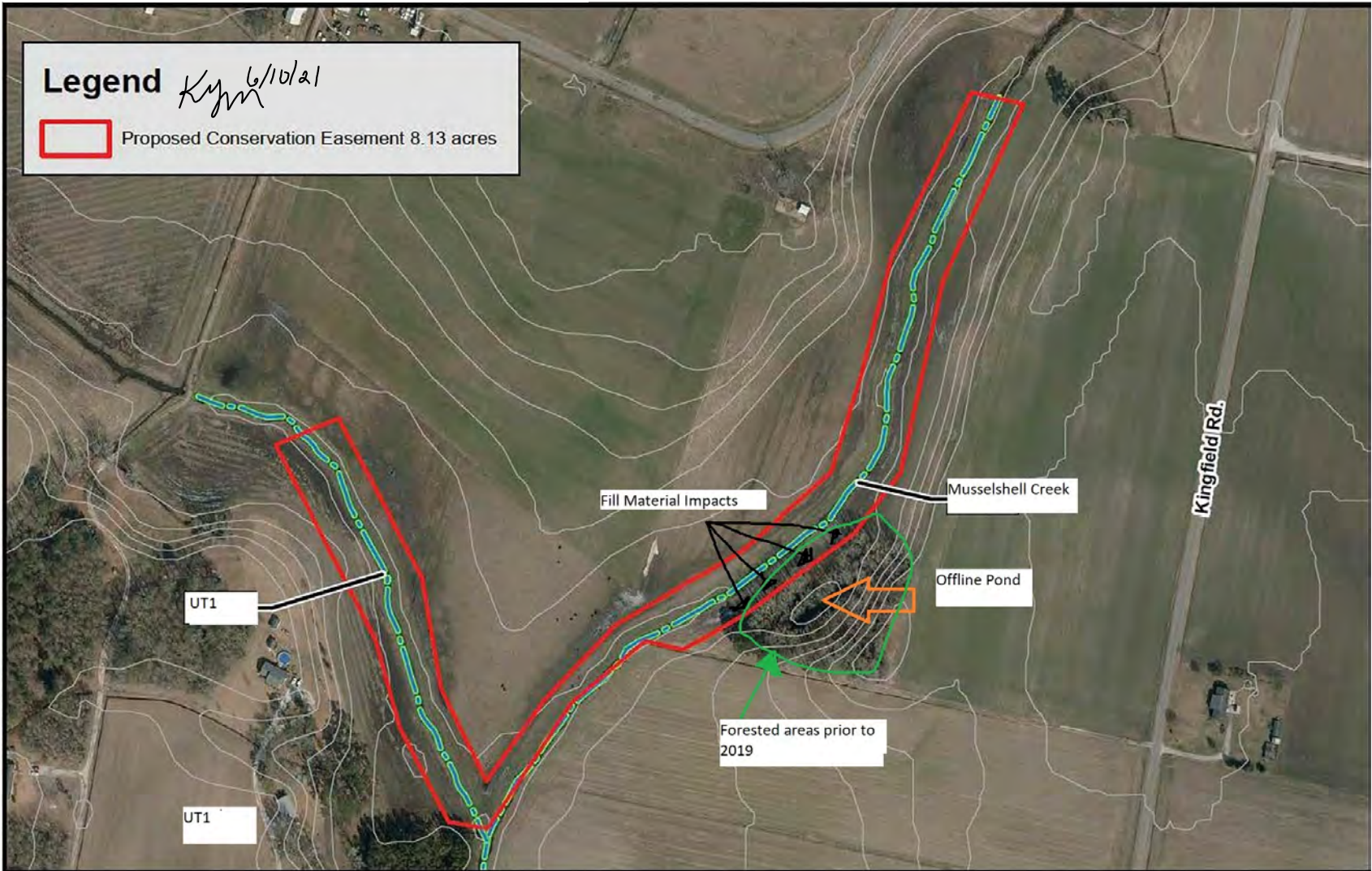
DocuSigned by:
Paul Wojoski
949D91BA53EF4E0...

Paul Wojoski, Supervisor
401 and Buffer Permitting Branch

PW/kym

Attachments: Figure 1: Photos of landuse changes; Figure 2: Existing Conditions

Cc: File Copy (Katie Merritt)



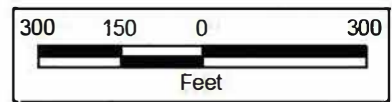
Legend

Kym 6/10/21



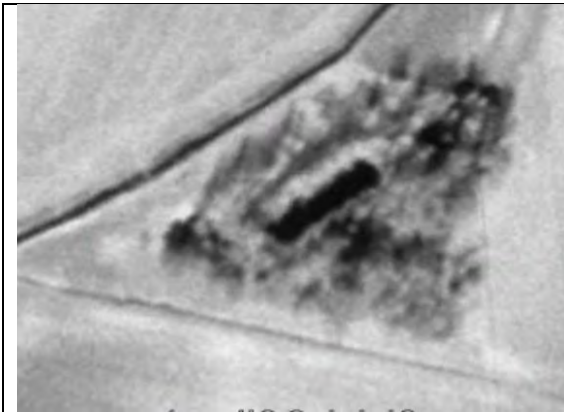
Proposed Conservation Easement 8.13 acres

Figure 2: Existing Conditions
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
September 2020



Kynn 6/10/21

FIGURE 1: Photo documentation of land use changes since 1993



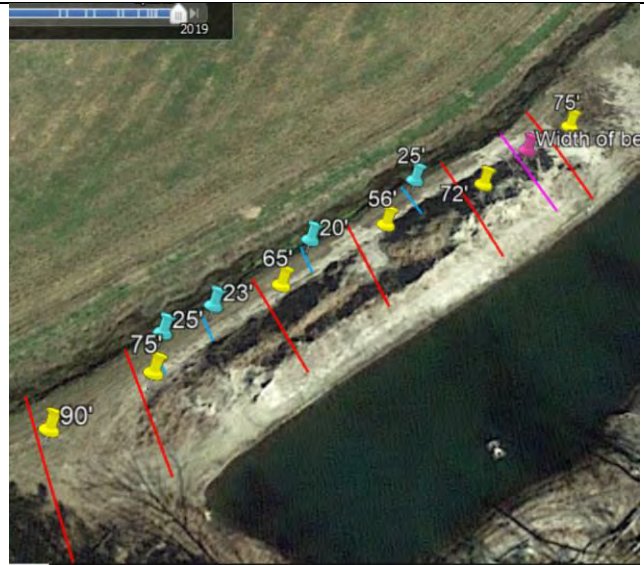
1999 Imagery showing pond riparian areas vegetated. Zone 1 & Zone 2 of riparian buffer in maintained ag



2014 imagery (fall) showing pond riparian areas vegetated & approximate measurements taken from top of bank along stream to edge of forest (not dripline). Zone 1 & Zone 2 of riparian buffer in maintained ag.



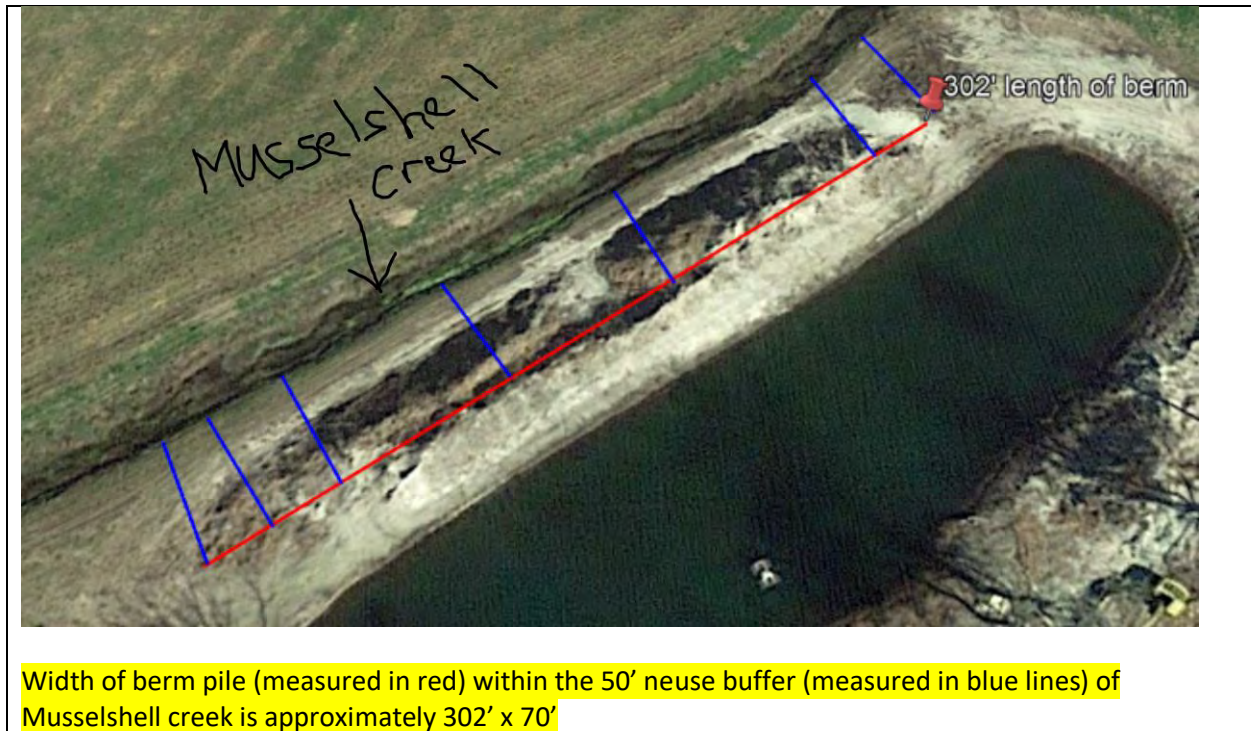
2016 Imagery showing pond riparian areas vegetated. Zone 1 & Zone 2 of riparian buffer in maintained ag



2019 imagery showing pond footprint, recent removal of trees, & excavated material/berm pile located in Zone 1 and some of Zone 2 of riparian buffer. Approximate measurements taken in feet from top of bank along stream to previous (before clearing) edge of forest (Red lines) & approximate measurements in feet taken from top of bank along stream to edge of berm pile (Blue lines).

Kym 6/10/21

FIGURE 1: Photo documentation of land use changes since 1993





NORTH CAROLINA
Environmental Quality

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

S. DANIEL SMITH

Director

September 8, 2021

revises original letter issued July 13, 2021

Jamey O' Shaughnessey
Eco Terra Partners, LLC
(via electronic mail: jamey@ecoterra.com)

Re: Site Viability for Buffer Mitigation & Nutrient Offset – Kingfield Site
Trenton, NC (near 35.11154, -77.33190)
Neuse 03020204
Jones County

Dear Mr. O' Shaughnessey,

On July 13, 2021, the Division of Water Resources (DWR) issued a site viability letter for the above referenced site. Since the issuance of the letter, DWR received additional information on August 31, 2021 that affects the mitigation determination associated with an area adjacent to Musselshell Creek where fill material from the excavation of an irrigation pond was placed in Zone 1 and Zone 2 of the riparian buffer. Correspondence from DWR is included as an attachment to this letter. This letter replaces the letter issued on July 13, 2021.

On May 20, 2021, Katie Merritt, with the Division of Water Resources (DWR), received a request from you on behalf of Eco Terra Partners, LLC (Eco Terra) for a site visit near the above-referenced site in the Neuse River Basin within the 8-digit Hydrologic Unit Code 03020204. The site visit was to determine the potential for riparian buffer mitigation and nutrient offset within a proposed conservation easement boundary, which is more accurately depicted in the attached map labeled "Figure 2: Existing Conditions" (Figure 2) prepared by Eco Terra. The proposed easement boundary in Figure 2, includes all riparian areas intended to be proposed as part of a mitigation site. On April 27, 2021, Ms. Merritt performed a site assessment of the subject site. Staff with Eco Terra were also present.

Ms. Merritt's evaluation of the features onsite and their associated mitigation determination for the riparian areas are provided in the table below. This evaluation was made from Top of Bank (TOB) and landward 200' from each feature for buffer mitigation pursuant to 15A NCAC 02B .0295 (effective November 1, 2015) and for nutrient offset credits pursuant to 15A NCAC 02B .0703.



| <u>Feature</u> | <u>Classification onsite</u> | <u>¹Subject to Buffer Rule</u> | <u>Riparian Land uses adjacent to Feature (0-200')</u> | <u>Buffer Credit Viable</u> | <u>³Nutrient Offset Viable</u> | <u>^{4,5}Mitigation Type Determination w/in riparian areas</u> |
|-------------------|------------------------------|---|--|-----------------------------|---|---|
| Musselshell Creek | Stream | Yes | Non-forested agricultural fields and pasture. An offline pond is present on left bank. Forested areas around the pond were present between 1993-2016+ (see map) and were located beyond 50' from top of bank. over 21,000 ft ² of fill material from an excavated pond is located in riparian areas including Zone 1 and Zone 2 of the riparian buffer (see attachments). Placement of fill in Zone 1 & Zone 2 was determined to not be a violation of the Neuse Buffer Protection Rule. | Yes | Yes (excluding previously forested areas around pond) | Non-forested fields (excluding fill footprint) - Restoration Site per 15A NCAC 02B .0295 (n) Footprint of fill material (berm)– Restoration Site per 15A NCAC 02B .0295 (n) if all fill material is graded level with top of bank, stabilized, seeded and planted. Footprint of areas previously in forest around pond– Restoration Site per 15A NCAC 02B .0295 (n) for buffer credit only |
| UT1 | Stream | Yes | Non-forested agricultural fields and pasture Actively eroding banks were observed. | Yes | Yes (non-forested areas only) | Non-forested fields - Restoration Site per 15A NCAC 02B .0295 (n) <i>Minor bank stabilization efforts and grading needed where bank stability is compromised and where erosional rills, sink holes and gullies are observed</i> |

¹Subjectivity calls for the features were determined by DWR in correspondence dated April 30, 2021 (DWR# 2021-0020) using the 1:24,000 scale quadrangle topographic map prepared by USGS and the most recent printed version of the soil survey map prepared by the NRCS .

²The area of preservation credit within a buffer mitigation site shall comprise of no more than 25 percent (25%) of the total area of buffer mitigation per 15A NCAC 0295 (o)(5) and 15A NCAC 0295 (o)(4). Site cannot be a Preservation Only site to comply with this rule.

³NC Division of Water Resources - Methodology and Calculations for determining Nutrient Reductions associated with Riparian Buffer Establishment

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⁵All features proposed for buffer mitigation or nutrient offset, must have a planted conservation easement established that includes the tops of channel banks when being measured perpendicular and landward from the banks, even if no credit is viable within that riparian area.

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This letter does not constitute an approval of this Site to generate buffer and nutrient offset credits. Pursuant to 15A NCAC 02B .0295, a mitigation proposal and a mitigation plan shall be submitted to DWR for written approval **prior** to conducting any mitigation activities in riparian areas and/or surface waters for buffer mitigation credit. Pursuant to 15A NCAC 02B .0703, a proposal regarding a proposed nutrient load-reducing measure for nutrient offset credit shall be submitted to DWR for approval prior to any mitigation activities in riparian areas and/or surface waters.

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This viability assessment will expire on June 10, 2023 or upon approval of a mitigation plan by the DWR, whichever comes first. This letter should be provided in any nutrient offset, buffer, stream or wetland mitigation plan for this Site.

Please contact Katie Merritt at (919) 707-3637 if you have any questions regarding this correspondence.

Sincerely,

DocuSigned by:
Paul Wojoski
949D91BA53EF4E0...

Paul Wojoski, Supervisor
401 and Buffer Permitting Branch

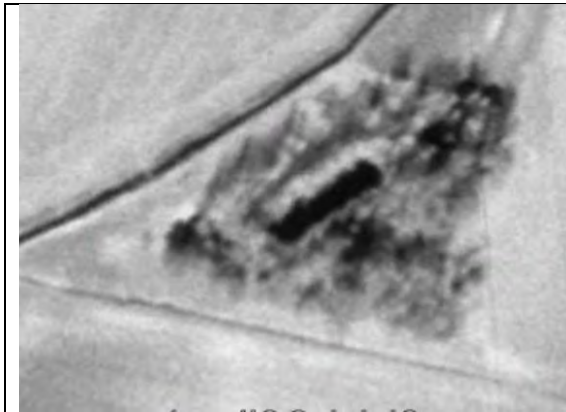
PW/kym

Attachments: Figure 1: Photos of fill material; Figure 2: Existing Conditions; DWR Email Correspondence

cc: File Copy (Katie Merritt)

Kynn 6/16/21

FIGURE 1: Photo documentation of land use changes since 1993



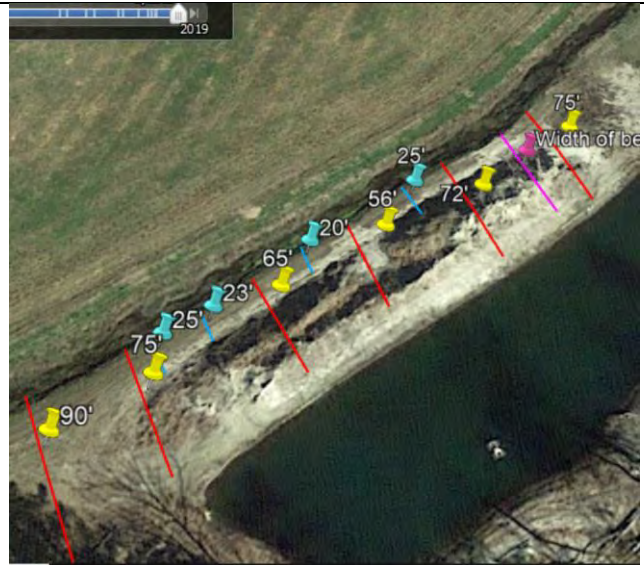
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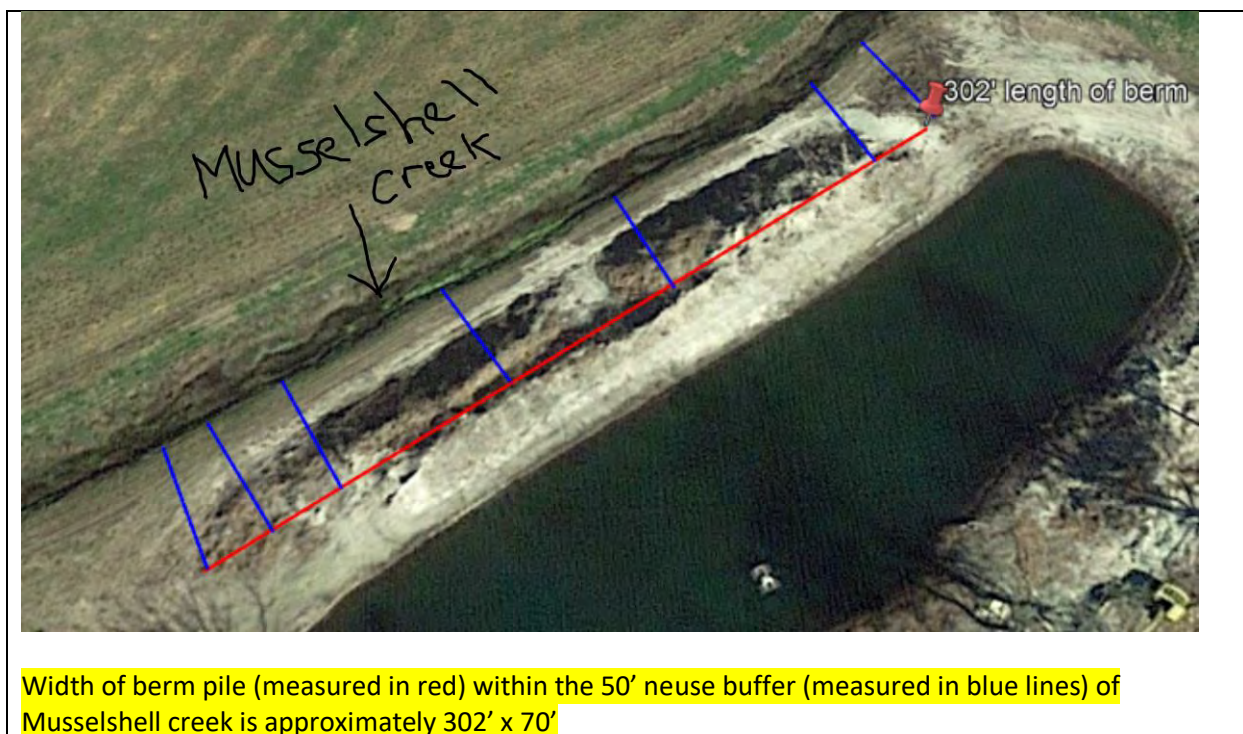
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2019 imagery showing pond footprint, recent removal of trees, & excavated material/berm pile located in Zone 1 and some of Zone 2 of riparian buffer. Approximate measurements taken in feet from top of bank along stream to previous (before clearing) edge of forest (Red lines) & approximate measurements in feet taken from top of bank along stream to edge of berm pile (Blue lines).

Kym 6/10/21

FIGURE 1: Photo documentation of land use changes since 1993

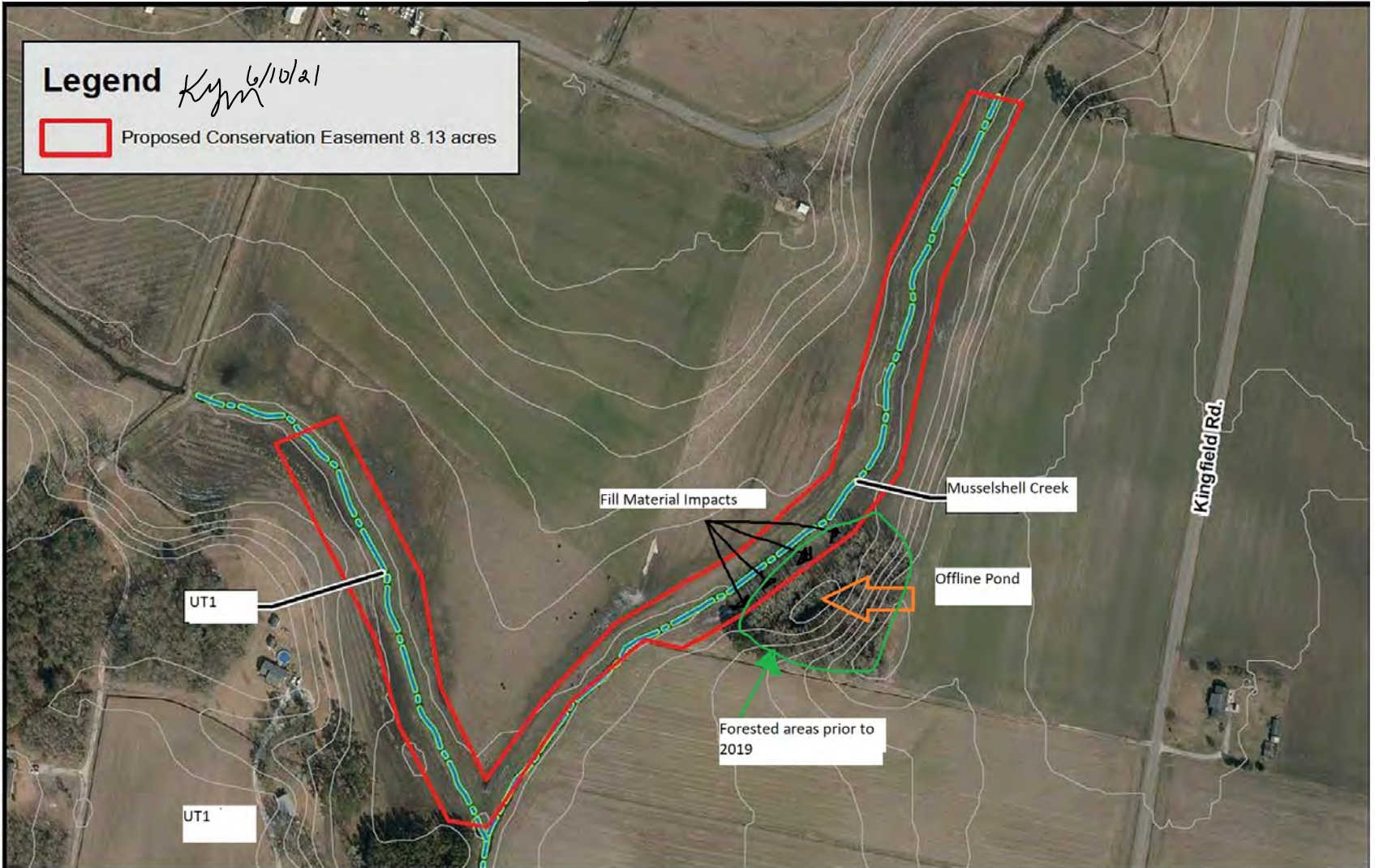


Legend

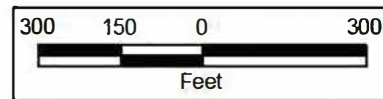
Kym 6/10/21



Proposed Conservation Easement 8.13 acres



**Figure 2: Existing Conditions
Kingfield Buffer Mitigation Site
Neuse 03020204
Jones County, North Carolina
September 2020**



From: [Sullivan, Shelton](#)
To: [Merritt, Katie](#)
Cc: [Wojoski, Paul A](#); [Tankard, Robert](#); [Pullinger, Robert C](#); [Stewart, Glenn A](#)
Subject: RE: Potential Buffer Violation
Date: Tuesday, August 31, 2021 10:44:32 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Katie,

DWR Central and Regional staff discussed the Kingfield Site associated with DWR ID# 2021-0020. It was determined that the overall existing use of the property is still agriculture and that there is currently no clear buffer violation on the site.

Regards,

Shelton Sullivan
401 & Buffer Permitting Branch
Division of Water Resources
North Carolina Department of Environmental Quality

(919) 707-3636 office
(919) 239-0238 current cell
(919) 807-6494 fax

shelton.sullivan@ncdenr.gov

Location: 512 N. Salisbury Street, Archdale Bldg #942G, Raleigh, NC 27604
US Mail: 1617 Mail Service Center, Raleigh, NC 27699-1617



Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

Location: 512 N. Salisbury Street, Archdale Bldg #942G, Raleigh, NC 27604
US Mail: 1617 Mail Service Center, Raleigh, NC 27699-1617



Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: Merritt, Katie

Sent: Thursday, June 10, 2021 1:35 PM

To: Pullinger, Robert C <chris.pullinger@ncdenr.gov>

Cc: Stewart, Glenn A <Glenn.Stewart@ncdenr.gov>; Wojoski, Paul A <Paul.Wojoski@ncdenr.gov>; Tankard, Robert <robert.tankard@ncdenr.gov>

Subject: Potential Buffer Violation

Hey Chris,

DWR WaRO performed a stream call determination on a site in Trenton, NC back in April 2021. I recently went to this site in late May to perform a site viability assessment of the features and their respective riparian areas (out to 200' from top of banks) for purposes of generating buffer mitigation credits. While I was there, I noticed impacts to the riparian buffer along Musselshell creek. Those impacts are shown in the attached document with photos and consist of significant fill material within both Zone 1 & Zone 2 of the riparian buffer from the recent excavation of an off-line pond (pond has been there since before the 90's, but it appears the landowner decided to excavate it out and make it deeper and wider. The excavated material is within the buffer and was at least 10' in height for reference. Additionally, there were no sediment & erosion control efforts in place to prevent runoff impacts to the creek. The material has created a berm that measured approximately 302' x 70' plus or minus.

I plan to put my Site Viability Assessment letter on hold until I receive input from WaRO on if this constitutes a buffer violation.

Thanks,
katie

Katie Merritt
Nutrient Offset & Buffer Banking Coordinator
401 & Buffer Permitting Unit
North Carolina Department of Environmental Quality
Office: 919-707-3637
Work Cell: 919-500-0683
Website: <http://portal.ncdenr.gov/web/wq/401bufferpermitting>

[512 N. Salisbury Street, Raleigh, NC 27620](http://www.ncdenr.gov)

APPENDIX B

Draft Conservation Easement

STATE OF NORTH CAROLINA

**DEED OF CONSERVATION EASEMENT
AND RIGHT OF ACCESS PROVIDED
PURSUANT TO
FULL DELIVERY
MITIGATION CONTRACT**

JONES COUNTY

SPO File Number:
DMS Project Number: 100176

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this _____ day of _____, 20__, by *Elvin J. Lee Jr., Gloria Hill Lee, Rebecca Lynn Lee Meadows (1/3), Dennis James Lee (1/3), & Susan Marie Lee (1/3)* (collectively, “**Grantor**”), whose mailing address is *PO Box 213 Trenton, NC 28585*, 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 of 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 Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly 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, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between *Eco Terra Partners, LLC, 1328 Dekalb Ave. Atlanta, GA 30307* and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number **0103-01**.

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

WHEREAS, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; 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, which recognizes that the Division of Mitigation Services (formerly 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 Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Division of Mitigation Services (formerly Ecosystem Enhancement Program) with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; 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, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in *Trenton* Township, *Jones* County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately **43.13** acres and being conveyed to the Grantor by deed as recorded in **Deed Book 206 at Page 143** of the *Jones* County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of *Musselshell Creek and one of its unnamed 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 and Right of Access together with an access easement to and from the Conservation Easement Area described below.

The Conservation Easement Area consists of the following:

Tracts Number **4499-99-68-7100** containing a total of **5.63 acres** as shown on the plats of survey entitled "Final Plat, Conservation Easement for North Carolina Division of Mitigation Services, Project Name: *Kingfield Buffer Mitigation Site*, SPO File No. _____, DMS Site No. **100176**, Property of *Elvin J. Lee*," dated **August 10th**, 2021 by *Chris Paderick*, PLS Number **L-4189** and recorded in the *Jones* County, North Carolina Register of Deeds at **Plat Book _____ Pages _____**.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation 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:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access 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.

II. ACCESS EASEMENT

[GENERAL LOCATION OPTION] Grantor hereby grants and conveys unto Grantee, its employees, agents, successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein ("Access Easement"). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to 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 Conservation Easement Area for the purposes thereof.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

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

D. Damage to Vegetation. Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

E. Industrial, Residential and Commercial Uses. All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

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

G. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.

H. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement.

All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

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

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

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

L. 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 in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

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

N. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

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

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Division of Mitigation Services, 1652 Mail Services Center, Raleigh, NC 27699-1652.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee, its employees, agents, successors and assigns, shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include 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 subterranean water flow.

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

D. Fences. Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservations easements damages the investment and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State (Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

E. Crossing Area(s). The Grantee is not responsible for maintenance of crossing area(s), however, the Grantee, its employees and agents, successors or assigns, reserve the right to repair crossing area(s), at its sole discretion and to recover the cost of such repairs from the Grantor if such repairs are needed as a result of activities of the Grantor, his successors or assigns.

V. ENFORCEMENT AND REMEDIES

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

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

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area 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 or damage to the Property resulting from such causes.

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

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.

VI. 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. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

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

D. 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 that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

E. 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.

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The owner of the Property shall notify the State Property Office and the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property or of any request to void or modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager
NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

General Counsel
US Army Corps of Engineers

69 Darlington Avenue
Wilmington, NC 28403

G. 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.

VII. QUIET ENJOYMENT

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

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

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

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

_____ (SEAL)

**NORTH CAROLINA
COUNTY OF JONES**

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that *Elvin J. Lee Jr.*, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the _____ day of _____, 20__.

Notary Public

My commission expires:

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

_____ (SEAL)

**NORTH CAROLINA
COUNTY OF JONES**

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that ***Gloria Hill Lee***, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the _____ day of _____, 20__.

Notary Public

My commission expires:

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

_____ (SEAL)

**NORTH CAROLINA
COUNTY OF JONES**

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that ***Rebecca Lynn Lee Meadows***, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the _____ day of _____, 20__.

Notary Public

My commission expires:

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

_____ (SEAL)

**NORTH CAROLINA
COUNTY OF JONES**

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that *Susan Marie Lee*, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the _____ day of _____, 20__.

Notary Public

My commission expires:

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

_____ (SEAL)

**NORTH CAROLINA
COUNTY OF JONES**

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that ***Dennis James Lee***, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the _____ day of _____, 20__.

Notary Public

My commission expires:

Exhibit A

[LEGAL DESCRIPTION]

AREA 1

LYING IN CHINQUAPIN TOWNSHIP, JONES COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW IRON STAKE AND CAP; SAID NEW IRON STAKE AND CAP HAVING NAD 83/2011 GRID COORDINATES, N=499,763.2822 FEET, E=2,498,892.6240 FEET;

THENCE FROM THE POINT OF BEGINNING SO LOCATED; RUNNING S 78°29'43" E 194.23 FEET TO A NEW IRON STAKE AND CAP; THENCE S 54°00'30" E 98.88 FEET TO A NEW IRON STAKE AND CAP; THENCE S 27°48'12" E 400.81 FEET TO A NEW IRON STAKE AND CAP; THENCE S 17°32'09" E 475.15 FEET TO A NEW IRON STAKE AND CAP; THENCE N 35°39'47" E 221.39 FEET TO A NEW IRON STAKE AND CAP; THENCE N 43°42'20" E 228.81 FEET TO A NEW IRON STAKE AND CAP; THENCE N 59°29'23" E 328.44 FEET TO A NEW IRON STAKE AND CAP; THENCE N 48°39'28" E 261.35 FEET TO A NEW IRON STAKE AND CAP; THENCE N 17°25'32" E 241.85 FEET TO A NEW IRON STAKE AND CAP; THENCE N 14°07'20" E 272.67 FEET TO A NEW IRON STAKE AND CAP; THENCE N 26°20'54" E 385.74 FEET TO A NEW IRON STAKE AND CAP; THENCE S 79°04'06" E 71.97 FEET TO A POINT IN THE CENTERLINE OF A CANAL; THENCE ALONG THE CENTERLINE OF SAID CANAL THE FOLLOWING COURSES; S 19°18'12" W 43.68 FEET TO A POINT; THENCE S 28°20'15" W 61.78 FEET TO A POINT; THENCE S 23°35'15" W 45.40 FEET TO A POINT; THENCE S 28°28'29" W 90.05 FEET TO A POINT; THENCE S 26°41'15" W 73.37 FEET TO A POINT; THENCE S 16°59'28" W 61.12 FEET TO A POINT; THENCE S 36°09'44" W 33.30 FEET TO A POINT; THENCE S 22°23'47" W 27.00 FEET TO A POINT; THENCE S 08°15'31" W 25.06 FEET TO A POINT; THENCE S 08°15'09" E 26.40 FEET TO A POINT; THENCE S 13°46'26" W 59.38 FEET TO A POINT; THENCE S 20°38'30" W 85.08 FEET TO A POINT; THENCE S 23°43'46" W 41.51 FEET TO A POINT; THENCE S 02°47'37" W 68.33 FEET TO A POINT; THENCE S 06°24'40" W 86.82 FEET TO A POINT; THENCE S 27°11'19" W 59.71 FEET TO A POINT; THENCE S 40°33'09" W 55.24 FEET TO A POINT; THENCE S 40°33'09" W 79.42 FEET TO A POINT; THENCE S 52°56'19" W 81.72 FEET TO A POINT; THENCE S 50°51'27" W 48.43 FEET TO A POINT; THENCE S 54°04'12" W 157.60 FEET TO A POINT; THENCE S 58°45'52" W 126.19 FEET TO A POINT; THENCE S 64°36'48" W 86.85 FEET TO A POINT; THENCE S 62°37'48" W 21.19 FEET TO A POINT; THENCE S 43°08'57" W 111.63 FEET TO A POINT; THENCE S 47°51'03" W 90.39 FEET TO A POINT; THENCE S 34°19'31" W 68.68 FEET TO A POINT; THENCE S 33°53'54" W 51.16 FEET TO A POINT; THENCE S 39°23'49" W 50.80 FEET TO A POINT; THENCE S 45°26'44" W 28.97 FEET TO A POINT; THENCE S 27°10'40" W 143.53 FEET TO A POINT AT THE INTERSECTION OF ANOTHER CANAL HEADING TO THE NORTHWEST; THENCE RUNNING ALONG THE CENTERLINE OF SAID CANAL HEADING TOWARD THE NORTHWEST THE FOLLOWING COURSES; N 89°18'07" W 21.78 FEET TO A POINT;

THENCE N 20°43'37" W 66.42 FEET TO A POINT; THENCE N 37°23'04" W 37.83 FEET TO A POINT; THENCE N 20°22'02" W 42.11 FEET TO A POINT; THENCE N 27°00'47" W 56.82 FEET TO A POINT; THENCE N 23°07'37" W 47.94 FEET TO A POINT; THENCE N 37°38'24" W 43.83 FEET TO A POINT; THENCE N 14°37'53" W 45.41 FEET TO A POINT; THENCE N 17°02'15" W 99.02 FEET TO A POINT; THENCE N 11°07'14" W 41.91 FEET TO A POINT; THENCE N 24°03'58" W 67.33 FEET TO A POINT; THENCE N 04°07'25" W 63.84 FEET TO A POINT; THENCE N 11°19'05" W 23.32 FEET TO A POINT; THENCE N 28°13'10" W 39.79 FEET TO A POINT; THENCE N 31°28'33" W 50.64 FEET TO A POINT; THENCE N 25°47'49" W 82.96 FEET TO A POINT; THENCE N 16°44'05" W 51.73 FEET TO A POINT; THENCE N 24°55'55" W 33.96 FEET TO A POINT; THENCE N 51°42'43" W 25.33 FEET TO A POINT; THENCE N 44°50'44" W 52.23 FEET TO A POINT; THENCE N 44°00'17" W 80.88 FEET TO A POINT; THENCE S 85°32'33" W 35.17 FEET TO A POINT; THENCE N 70°19'59" W 54.27 FEET TO A POINT; THENCE N 73°06'20" W 26.96 FEET TO A POINT; THENCE N 85°41'13" W 32.96 FEET TO A POINT; THENCE N 73°04'54" W 25.29 FEET TO A POINT; THENCE LEAVING SAID CANAL AND RUNNING N 18°51'55" E 71.64 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 5.635 ACRES MORE OR LESS AND BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 206, PAGE 143, AS RECORDED IN THE JONES COUNTY REGISTER OF DEEDS OFFICE.

STATE OF NORTH CAROLINA

**DEED OF CONSERVATION EASEMENT
AND RIGHT OF ACCESS PROVIDED
PURSUANT TO
FULL DELIVERY
MITIGATION CONTRACT**

JONES COUNTY

SPO File Number:
DMS Project Number: 100176

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this _____ day of _____, 20__, by *Elvin James Lee III*, (“Grantor”), whose mailing address is *PO Box 213 Trenton, NC 28585*, 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 of 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 Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly 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, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between *Eco Terra Partners, LLC, 1328 Dekalb Avenue Atlanta, GA 30307* and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number *0103-01*.

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

WHEREAS, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; 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, which recognizes that the Division of Mitigation Services (formerly 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 Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Division of Mitigation Services (formerly Ecosystem Enhancement Program) with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; 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, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in *Trenton* Township, *Jones* County, North Carolina (the "**Property**"), and being more particularly

described as that certain parcel of land containing approximately **36.60** acres and being conveyed to the Grantor by deed as recorded in **Deed Book 339 at Page 358** of the *Jones* County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of *Musselshell Creek and one of its unnamed 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 and Right of Access together with an access easement to and from the Conservation Easement Area described below.

The Conservation Easement Area consists of the following:

Tracts Number **5409-09-76-0100** containing a total of **1.30** acres as shown on the plats of survey entitled "Final Plat, Conservation Easement for North Carolina Division of Mitigation Services, Project Name: *Kingfield Buffer Mitigation Site*, SPO File No. _____, DMS Site No. **100176**, Property of *Elvin James Lee, III*," dated **August 10th**, 2021 by *Chris Paderick*, PLS Number **L-4189** and recorded in the *Jones* County, North Carolina Register of Deeds at **Plat Book _____ Pages _____**.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation 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:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access 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.

II. ACCESS EASEMENT

[GENERAL LOCATION OPTION] Grantor hereby grants and conveys unto Grantee, its employees, agents, successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein (“Access Easement”). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to 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 Conservation Easement Area for the purposes thereof.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

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

D. Damage to Vegetation. Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

E. Industrial, Residential and Commercial Uses. All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

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

G. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.

H. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement.

All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

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

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

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

L. 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 in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

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

N. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

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

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Division of Mitigation Services, 1652 Mail Services Center, Raleigh, NC 27699-1652.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee, its employees, agents, successors and assigns, shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include 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 subterranean water flow.

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

D. Fences. Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservation easements damages the investment and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State (Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

E. Crossing Area(s). The Grantee is not responsible for maintenance of crossing area(s), however, the Grantee, its employees and agents, successors or assigns, reserve the right to repair crossing area(s), at its sole discretion and to recover the cost of such repairs from the Grantor if such repairs are needed as a result of activities of the Grantor, his successors or assigns.

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall,

except as provided below, notify the Grantor in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

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

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area 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 or damage to the Property resulting from such causes.

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

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.

VI. 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. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

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

D. 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 that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

E. 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.

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The owner of the Property shall notify the State Property Office and the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property or of any request to void or modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager
NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

General Counsel
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

G. 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.

VII. QUIET ENJOYMENT

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

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

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

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

_____ (SEAL)

**NORTH CAROLINA
COUNTY OF JONES**

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that *Elvin James Lee III*, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the _____ day of _____, 20__.

Notary Public

My commission expires:

Exhibit A

AREA 2

LYING IN CHINQUAPIN TOWNSHIP, JONES COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A CANAL; SAID POINT IN CANAL BEING FURTHER LOCATED S 79°38'06" E 1448.76 FEET FROM A NEW IRON STAKE AND CAP; SAID NEW IRON STAKE AND CAP HAVING NAD 83/2011 GRID COORDINATES, N=499,763.2822 FEET, E=2,498,892.6240 FEET;

THENCE FROM THE POINT OF BEGINNING SO LOCATED AND RUNNING THE CENTERLINE OF SAID CANAL THE FOLLOWING COURSES; N 40°33'09" E 55.24 FEET TO A POINT; THENCE N 27°11'19" E 59.71 FEET TO A POINT; THENCE N 06°24'40" E 86.82 FEET TO A POINT; THENCE N 02°47'37" E 68.33 FEET TO A POINT; THENCE N 23°43'46" E 41.51 FEET TO A POINT; THENCE N 20°38'30" E 85.08 FEET TO A POINT; THENCE N 13°46'26" E 59.38 FEET TO A POINT; THENCE N 08°15'09" W 26.40 FEET TO A POINT; THENCE N 08°15'31" E 25.06 FEET TO A POINT; THENCE N 22°23'47" E 27.00' TO A POINT; THENCE N 36°09'44" E 33.30 FEET TO A POINT; THENCE N 16°59'28" E 61.12 FEET TO A POINT; THENCE N 26°41'15" E 73.37 FEET TO A POINT; THENCE N 28°28'29" E 90.05 FEET TO A POINT; THENCE N 23°35'15" E 45.40 FEET TO A POINT; THENCE N 28°20'15" E 61.78 FEET TO A POINT; THENCE N 19°18'12" E 43.68 FEET TO A POINT; THENCE LEAVING SAID CANAL AND RUNNING S 79°04'06" E 57.88 FEET TO A NEW IRON STAKE AND CAP; THENCE S 24°35'06" W 429.80 FEET TO A NEW IRON STAKE AND CAP; THENCE S 12°27'21" W 442.71 FEET TO A NEW IRON STAKE AND CAP; THENCE S 38°00'19" W 82.69 FEET TO A NEW IRON STAKE AND CAP; THENCE N 60°01'50" W 47.46 FEET TO A NEW IRON STAKE AND CAP; THENCE CONTINUING N 60°01'50" W 15.00 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 1.301 ACRES MORE OR LESS AND BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 399, PAGE 358, AS RECORDED IN THE JONES COUNTY REGISTER OF DEEDS OFFICE.

STATE OF NORTH CAROLINA

**DEED OF CONSERVATION EASEMENT
AND RIGHT OF ACCESS PROVIDED
PURSUANT TO
FULL DELIVERY
MITIGATION CONTRACT**

JONES COUNTY

SPO File Number:
DMS Project Number:

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this _____ day of _____, 20__, by *Elvin J. Lee Jr.*, (“**Grantor**”), whose mailing address is *PO Box 213 Trenton, NC 28585*, 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 of 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 Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environmental Quality (formerly 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, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between *Eco Terra Partners, LLC, 1328 Dekalb Ave. Atlanta, GA 30307* and the North Carolina Department of Environmental Quality, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environmental Quality Purchase and Services Contract Number **0103-01**.

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

WHEREAS, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; 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, which recognizes that the Division of Mitigation Services (formerly 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 Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Division of Mitigation Services (formerly Ecosystem Enhancement Program) with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; 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, the Division of Mitigation Services in the Department of Environmental Quality (formerly Department of Environment and Natural Resources), which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in *Trenton* Township, *Jones* County, North Carolina (the "**Property**"), and being more particularly

described as that certain parcel of land containing approximately **36.12** acres and being conveyed to the Grantor by deed as recorded in **Deed Book 406 at Page 318** of the *Jones* County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of *Musselshell Creek and one of its unnamed 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 and Right of Access together with an access easement to and from the Conservation Easement Area described below.

The Conservation Easement Area consists of the following:

Tracts Number **4499-88-58-3900** containing a total of **1.84 acres** as shown on the plats of survey entitled “Final Plat, Conservation Easement for North Carolina Division of Mitigation Services, Project Name: *Kingfield Buffer Mitigation Site*, SPO File No. _____, DMS Site No. **100176**, Property of *Elvin J. Lee, Jr.*,” dated **August 10th**, 2021 by *Chris Paderick*, PLS Number L-4189 and recorded in the **Jones** County County, North Carolina Register of Deeds at **Plat Book _____ Pages _____**.

See attached “**Exhibit A**”, Legal Description of area of the Property hereinafter referred to as the “Conservation Easement Area”

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation 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:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access 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.

II. ACCESS EASEMENT

[GENERAL LOCATION OPTION] Grantor hereby grants and conveys unto Grantee, its employees, agents, successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein (“Access Easement”). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to 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 Conservation Easement Area for the purposes thereof.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

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

D. Damage to Vegetation. Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

E. Industrial, Residential and Commercial Uses. All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

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

G. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.

H. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement.

All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

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

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

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

L. 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 in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

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

N. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

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

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Division of Mitigation Services, 1652 Mail Services Center, Raleigh, NC 27699-1652.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee, its employees, agents, successors and assigns, shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include 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 subterranean water flow.

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

D. Fences. Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservations easements damages the investment and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State (Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

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A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall,

except as provided below, notify the Grantor in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

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

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area 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 or damage to the Property resulting from such causes.

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

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.

VI. 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. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

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

D. 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 that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

E. 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.

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The owner of the Property shall notify the State Property Office and the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property or of any request to void or modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager
NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

General Counsel
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

G. 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.

VII. QUIET ENJOYMENT

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

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

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

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

_____ (SEAL)

**NORTH CAROLINA
COUNTY OF JONES**

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that *Elvin J. Lee Jr.*, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the _____ day of _____, 20__.

Notary Public

My commission expires:

Exhibit A

[LEGAL DESCRIPTION]

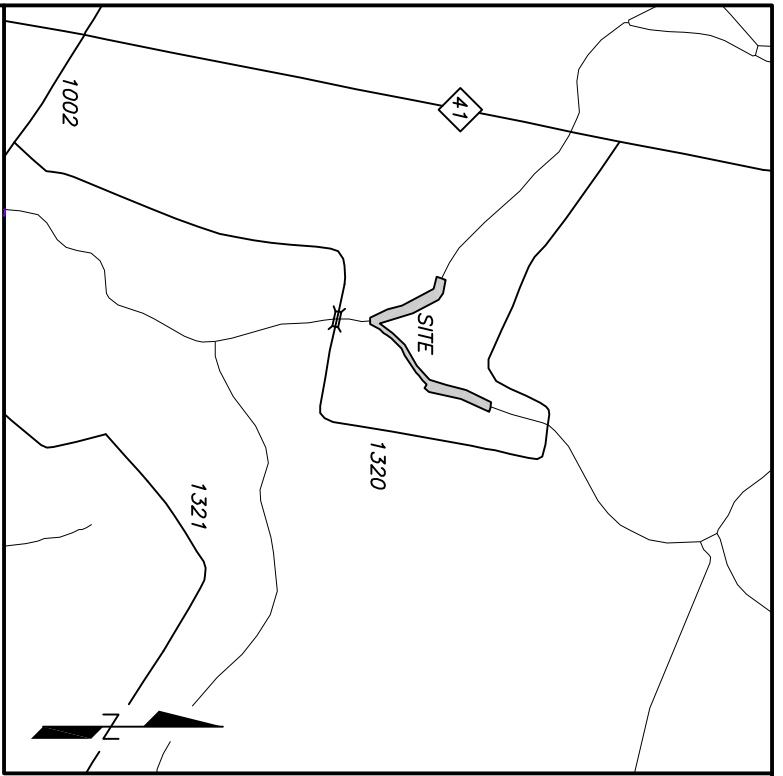
AREA 3

LYING IN CHINQUAPIN TOWNSHIP, JONES COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

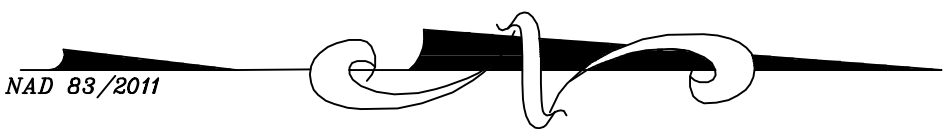
BEGINNING AT A POINT IN A CANAL; SAID POINT IN CANAL BEING FURTHER LOCATED S 18°51'55" W 71.64 FEET FROM A NEW IRON STAKE AND CAP; SAID NEW IRON STAKE AND CAP HAVING NAD 83/2011 GRID COORDINATES, N=499,763.2822 FEET, E=2,498,892.6240 FEET;

THENCE FROM THE POINT OF BEGINNING SO LOCATED AND RUNNING THE CENTERLINE OF SAID CANAL THE FOLLOWING COURSES; S 73°04'54" E 25.29 FEET TO A POINT; THENCE S 85°41'13" E 32.96 FEET TO A POINT; THENCE S 73°06'20" E 26.96 FEET TO A POINT; THENCE S 70°19'59" E 54.27 FEET TO A POINT; THENCE N 85°32'33" E 35.17 FEET TO A POINT; THENCE S 44°00'17" E 80.88 FEET TO A POINT; THENCE S 44°50'44" E 52.23 FEET TO A POINT; THENCE S 51°42'42" E 25.33 FEET TO A POINT; THENCE S 24°55'55" E 33.96 FEET TO A POINT; THENCE S 16°44'05" E 51.73 FEET TO A POINT; THENCE S 25°47'49" E 82.96 FEET TO A POINT; THENCE S 31°28'33" E 50.64 FEET TO A POINT; THENCE S 28°13'10" E 39.79 FEET TO A POINT; THENCE S 11°19'05" E 23.32 FEET TO A POINT; THENCE S 04°07'25" E 63.84 FEET TO A POINT; THENCE S 24°03'58" E 67.33 FEET TO A POINT; THENCE S 11°07'14" E 41.91 FEET TO A POINT; THENCE S 17°02'15" E 99.02' TO A POINT; THENCE S 14°37'53" E 45.41 FEET TO A POINT; THENCE S 37°38'24" E 43.83 FEET TO A POINT; THENCE S 23°07'37" E 47.94 FEET TO A POINT; THENCE S 27°00'47" E 56.82 FEET TO A POINT; THENCE S 20°22'02" E 42.11 FEET TO A POINT; THENCE S 37°23'04" E 37.83 FEET TO A POINT; THENCE S 20°43'37" E 66.42 FEET TO A POINT LOCATED AT THE INTERSECTION OF A DICTCH; THENCE ALONG THE CENTERLINE OF SAID DITCH N 89°18'07" W 65.01 FEET TO A NEW IRON STAKE AND CAP; THENCE LEAVING SAID DITCH AND RUNNING N 26°40'19" W 262.39 FEET TO AN NEW IRON STAKE AND CAP; THENCE N 15°30'16" W 207.61 FEET TO A NEW IRON STAKE AND CAP; THENCE N 27°17'28" W 483.35 FEET TO A NEW IRON STAKE AND CAP; THENCE N 76°47'25" W 25.71 FEET TO A NEW IRON STAKE AND CAP; THENCE N 74°23'51" W 149.68 FEET TO A NEW IRON STAKE AND CAP; THENCE N 18°51'55" E 58.36 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 1.840 ACRES MORE OR LESS AND BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 170, PAGE 112, AS RECORDED IN THE JONES COUNTY REGISTER OF DEEDS OFFICE.



VICINITY MAP
(NOT TO SCALE)



SOURCES OF TITLE
 AREA 1 - DB 206, PG 143
 PC #, SL 157
 AREA 2 - DB 399, PG 358
 MB 1, PG 43
 AREA 3 - DB 170, PG 112
 MB 12, PG 90

CONSERVATION EASEMENT
 ACREAGE DATA
 (BY COMPUTER)
 AREA 1 = 5.635 AC±
 AREA 2 = 1.301 AC±
 AREA 3 = 1.840 AC±
 TOTAL = 8.776 AC±

OWNER INFORMATION
 AREA 1
 ELVIN JAMES LEE, JR.
 AREA 2
 ELVIN JAMES LEE, III
 AREA 3
 ELVIN JAMES LEE, JR.

I, CHRISTOPHER K. PADERICK, PROFESSIONAL LAND SURVEYOR NO. 4189, CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, TO WIT: AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.

L-4189

STATE OF NORTH CAROLINA JONES COUNTY

I, CHRISTOPHER K. PADERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION RECORDED IN MAP & DEED BOOKS NOTED); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THIS GNS SURVEY:

CLASS OF SURVEY: A
 POSITIONAL ACCURACY: 0.10'
 TYPE OF GPS FIELD PROCEDURE: RTK
 DATE OF SURVEY: 8/6/2021
 DATUM / EPOCH: NAD 83(2011)
 PUBLISHED / FIXED CONTROL USED: REAL TIME NETWORK
 GEOID MODEL: GEOID12
 COMBINED GRID FACTOR: 0.9999846
 UNITS: U.S. SURVEY FEET

L-4189

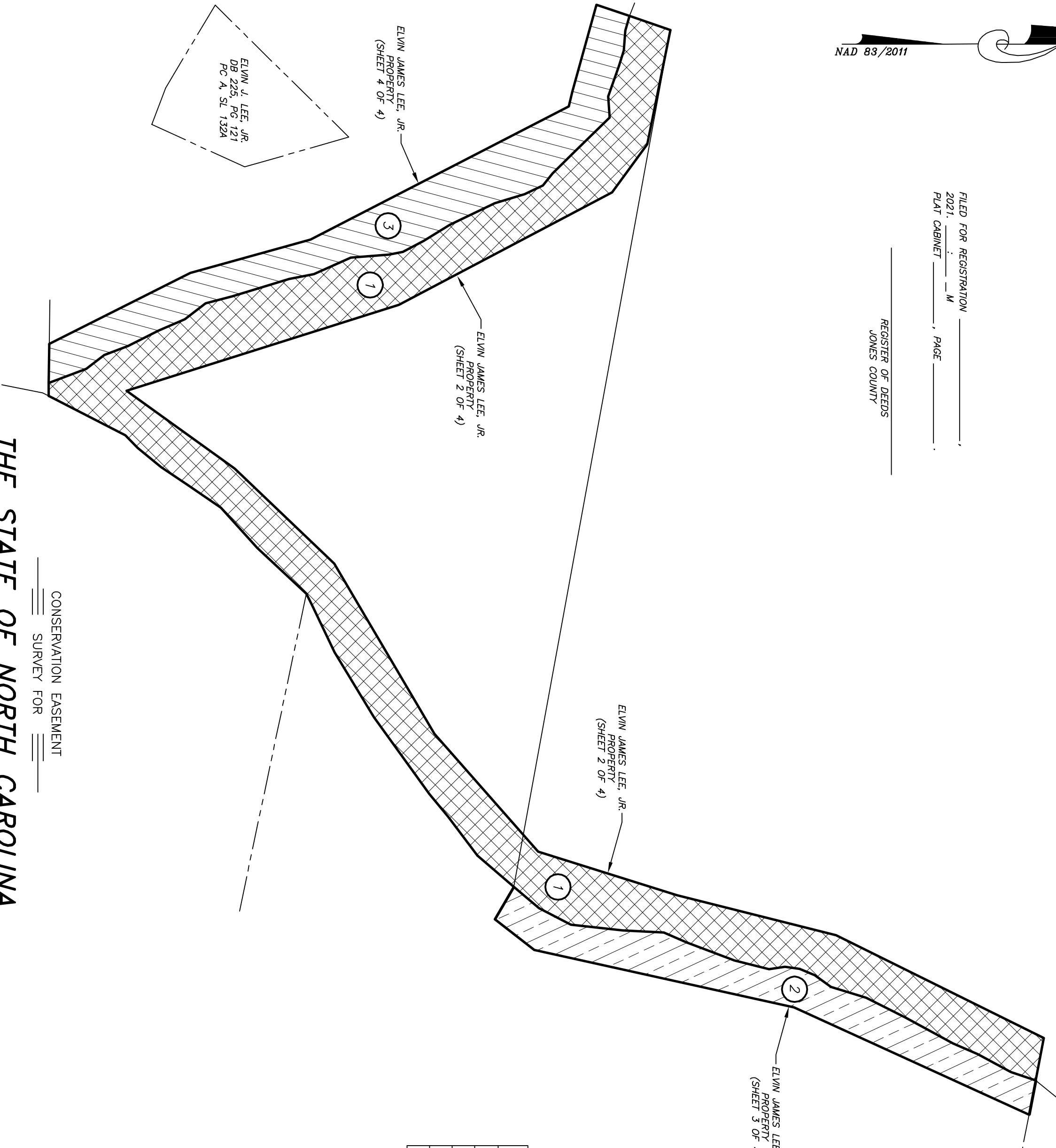
REVIEW OFFICER OF JONES COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
 DATE _____

FILED FOR REGISTRATION _____,
 2021, _____ M, _____ PAGE _____,
 PLAT CABINET _____.

REGISTER OF DEEDS
 JONES COUNTY

- NOTES:
1. COMBINED FACTOR IS 0.9999846
 2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS IN FEET & DECIMALS THEREOF.
 3. ACCESS TO EXISTENT SHALL BE THROUGH NEIGHBORING TRACTS
 4. ALL UTILITIES AND IMPROVEMENTS MAY NOT BE SHOWN ON THIS SURVEY.



INDEX TO SHEETS

| PROPERTY NAME | SHEET NUMBER |
|----------------------|--------------|
| ELVIN JAMES LEE, JR. | SHEET 2 |
| ELVIN JAMES LEE, III | SHEET 3 |
| ELVIN JAMES LEE, JR. | SHEET 4 |

ACREAGE PER PARCEL

| AREA NUMBER | PIN # | AFFECTED ACREAGE |
|-------------|-----------------|------------------|
| 1 | 449-99-68-7100 | 5.635 AC± |
| 2 | 5409-09-76-0100 | 1.301 AC± |
| 3 | 449-88-58-3900 | 1.840 AC± |

CONSERVATION EASEMENT
 SURVEY FOR

THE STATE OF NORTH CAROLINA
 DIVISION OF MITIGATION SERVICES
 PROJECT: KINGFIELD BUFFER MITIGATION SITE
 (SPO FILE #_____; DMS PROJECT #100176)
 OWNER: ELVIN JAMES LEE, JR. & ELVIN JAMES LEE, III

CHINQUAPIN TOWNSHIP
 JONES COUNTY, NC
 AUGUST 10, 2021
 1" = 150'



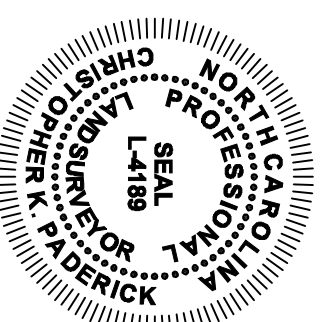
GRAPHIC SCALE

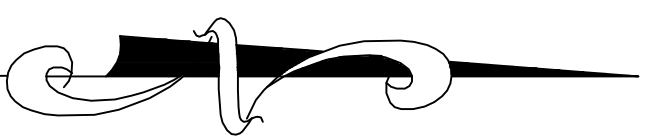
MATRIX EAST, PLLC
 PROFESSIONAL LAND SURVEYORS
 906 N. QUEEN ST., SUITE A KINSTON, NC 28501
 TEL: 252-522-2500 FAX: 252-522-4747

| | |
|----------------------|--------------------------------|
| FIRM LIC. # P-0221 | EMAIL: surveyor@matrixeast.net |
| DRAWN BY: CKP | PROJECT NO.: 20210192 |
| SURVEYED BY: CKP/CKK | DATE: 8/10/2021 |
| SCALE: 1" = 150' | DRAWING NAME: S-1 |

SHEET 1 OF 4

"PRELIMINARY PLAT"
 NOT FOR SALES, CONVEYANCES,
 OR RECORDATION.





NAD 83/2011

SOURCES OF TITLE
AREA 1 - DB 206, PG 143
PC A, SL 157

CONSERVATION EASEMENT
ACRAGE DATA
(BY COMPUTER)
AREA 1 = 5.635 AC±

OWNER INFORMATION
AREA 1
ELVIN JAMES LEE, JR.

REVIEW OFFICER OF
WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
REQUIREMENTS FOR RECORDING.

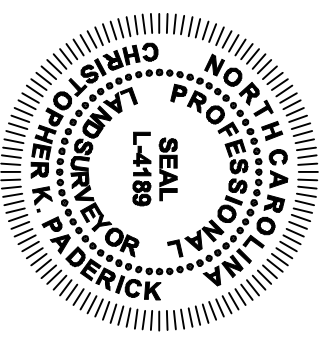
REVIEW OFFICER _____

DATE _____

REGISTER OF DEEDS
JONES COUNTY

FILED FOR REGISTRATION
2021, _____ M _____

PLAT CABINET _____ PAGE _____



I (WE) HEREBY CERTIFY THAT I (AM (WE) ARE THE OWNER(S) OF THE
PROPERTY AS SHOWN AND DESCRIBED HEREON. I (WE) ALSO HEREBY ACCEPT
AND AGREE TO RECORD THIS DEED AND CONSERVATION EASEMENT WITH MY
(OUR) SPOUSE AND DEDICATE ALL EASEMENTS, RIGHTS OF WAYS, AND
ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED ON SAID PLAT.

DATE _____ SIGNATURE OF OWNER _____

COUNTY, NORTH CAROLINA

I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE
ME THIS DAY, EACH ACKNOWLEDGING TO ME THAT HE OR SHE SIGNED THE
FOREGOING DOCUMENT:

NAME(S) OF PRINCIPAL(S) _____

DATE: _____

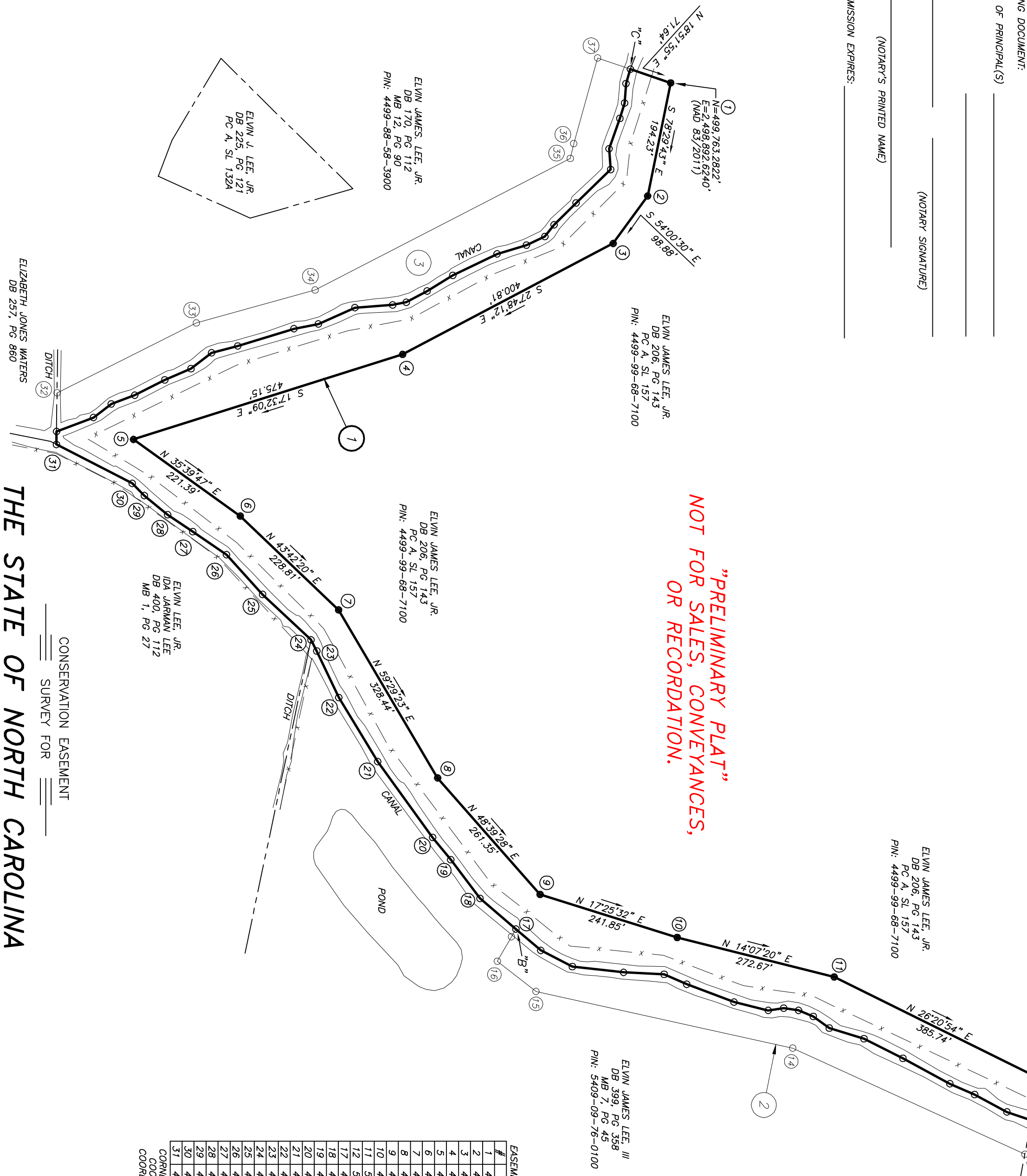
(NOTARY SIGNATURE)

(NOTARY'S PRINTED NAME)

MY COMMISSION EXPIRES: _____

- NOTES:
1. COMBINED FACTOR IS 0.99989846
 2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS IN FEET & DECIMALS THEREOF.
 3. ACCESS TO EASEMENT SHALL BE THROUGH NEIGHBORING TRACTS
 4. ALL UTILITIES AND IMPROVEMENTS MAY NOT BE SHOWN ON THIS SURVEY.

**"PRELIMINARY PLAT"
NOT FOR SALES, CONVEYANCES,
OR RECORDATION.**



ELVIN JAMES LEE, JR.
DB 206, PG 143
PC A, SL 157
PIN: 4499-99-68-7100

ELVIN JAMES LEE, III
DB 399, PG 398
MB 1, PG 48
PIN: 5409-09-78-0100

ARCHIE R. DAVIS
CAROLIN B. DAVIS
DB 81, PG 72
MB 81, PG 72

- LEGEND
- NPS = NO POINT SET
 - = NO POINT SET
 - = NO POINT SET & CAP
 - - - = WIRE FENCE
 - - - = ADJOINING PROPERTY LINE

FROM NPS "A" ALONG
CENTERLINE OF CANAL TO NPS "B"

| LINE | LENGTH | BEARING |
|------|--------|---------------|
| L-1 | 43.68' | S 19°18'12" W |
| L-2 | 61.78' | S 28°20'15" W |
| L-3 | 45.40' | S 23°35'15" W |
| L-4 | 90.05' | S 28°28'29" W |
| L-5 | 73.37' | S 26°41'15" W |
| L-6 | 61.12' | S 16°59'28" W |
| L-7 | 33.30' | S 36°08'44" W |
| L-8 | 27.00' | S 08°15'31" W |
| L-9 | 23.06' | S 08°15'09" E |
| L-10 | 26.40' | S 13°46'26" E |
| L-11 | 39.36' | S 20°38'30" W |
| L-12 | 85.08' | S 23°43'46" W |
| L-13 | 41.51' | S 02°47'37" W |
| L-14 | 68.33' | S 06°24'40" W |
| L-15 | 86.82' | S 27°11'19" W |
| L-16 | 59.71' | S 40°33'09" W |
| L-17 | 55.24' | S 40°33'09" W |

FROM NPS "B" ALONG
CENTERLINE OF CANAL TO NPS "C"

| LINE | LENGTH | BEARING |
|------|---------|---------------|
| L-18 | 79.42' | S 40°33'09" W |
| L-19 | 81.72' | S 52°56'19" W |
| L-20 | 48.43' | S 50°51'27" W |
| L-21 | 157.60' | S 54°04'12" W |
| L-22 | 126.19' | S 58°45'52" W |
| L-23 | 86.65' | S 64°36'48" W |
| L-24 | 21.19' | S 62°37'48" W |
| L-25 | 111.63' | S 47°51'03" W |
| L-26 | 90.39' | S 34°19'31" W |
| L-27 | 68.68' | S 33°53'54" W |
| L-28 | 51.16' | S 39°23'49" W |
| L-29 | 50.80' | S 45°26'44" W |
| L-30 | 28.97' | S 27°10'40" W |
| L-31 | 143.53' | N 89°18'07" W |
| L-32 | 21.28' | N 20°43'37" W |
| L-33 | 66.42' | N 37°31'04" W |
| L-34 | 37.83' | N 37°31'04" W |
| L-35 | 42.11' | N 20°22'02" W |
| L-36 | 56.87' | N 23°07'37" W |
| L-37 | 42.94' | N 23°07'37" W |
| L-38 | 43.83' | N 37°39'24" W |
| L-39 | 45.41' | N 17°02'19" W |
| L-40 | 99.02' | N 11°07'14" W |
| L-41 | 41.91' | N 24°03'58" W |
| L-42 | 67.33' | N 04°07'28" W |
| L-43 | 63.84' | N 11°19'05" W |
| L-44 | 23.32' | N 28°13'10" W |
| L-45 | 39.78' | N 31°28'33" W |
| L-46 | 50.64' | N 25°47'49" W |
| L-47 | 82.96' | N 16°44'05" W |
| L-48 | 51.73' | N 24°55'55" W |
| L-49 | 33.96' | N 51°42'43" W |
| L-50 | 25.33' | N 44°50'44" W |
| L-51 | 52.23' | N 44°00'17" W |
| L-52 | 80.88' | S 85°32'33" W |
| L-53 | 35.17' | N 70°19'59" W |
| L-54 | 54.27' | N 23°06'20" W |
| L-55 | 26.96' | N 85°41'13" W |
| L-56 | 32.96' | N 85°41'13" W |
| L-57 | 25.29' | N 23°04'54" W |

EASEMENT CORNER COORDINATE TABLE

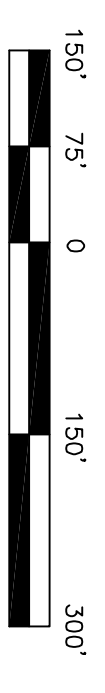
| # | NORTHING | EASTING |
|----|---------------|-----------------|
| 1 | 499.7632822 | 2,498.892,624.0 |
| 2 | 499.724,543.7 | 2,499.082,947.8 |
| 3 | 499.666,436.9 | 2,499.162,950.9 |
| 4 | 499.511,894.6 | 2,499.349,906.2 |
| 5 | 498.658,823.0 | 2,499.493,070.0 |
| 6 | 499.038,697.0 | 2,499.622,146.2 |
| 7 | 499.204,100.5 | 2,499.780,240.0 |
| 8 | 499.370,944.6 | 2,500.063,199.4 |
| 9 | 499.543,483.4 | 2,500.259,418.2 |
| 10 | 499.724,230.0 | 2,500.337,842.3 |
| 11 | 500.038,661.9 | 2,500.398,371.3 |
| 12 | 500.584,331.9 | 2,500.569,575.6 |
| 13 | 499.502,620.8 | 2,500.317,743.2 |
| 14 | 499.442,272.6 | 2,500.266,109.6 |
| 15 | 499.593,024.4 | 2,500.163,329.1 |
| 16 | 499.562,449.8 | 2,500.015,371.6 |
| 17 | 499.269,972.2 | 2,500.015,371.6 |
| 18 | 499.204,533.2 | 2,499.927,814.8 |
| 19 | 499.167,298.9 | 2,499.849,359.6 |
| 20 | 499.157,557.9 | 2,499.830,536.2 |
| 21 | 499.076,113.1 | 2,499.754,190.4 |
| 22 | 499.015,455.6 | 2,499.687,175.4 |
| 23 | 498.958,733.0 | 2,499.648,445.3 |
| 24 | 498.916,266.9 | 2,499.619,911.2 |
| 25 | 498.877,007.4 | 2,499.587,666.2 |
| 26 | 498.856,684.3 | 2,499.567,029.0 |
| 27 | 498.729,004.7 | 2,499.501,469.5 |

**THE STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES**

PROJECT: KINGFIELD BUFFER MITIGATION SITE
(SPO FILE #____; DMS PROJECT #100176)

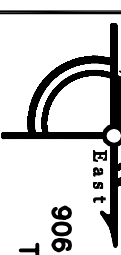
OWNER: ELVIN JAMES LEE, JR. & ELVIN JAMES LEE, III

CHINQUAPIN TOWNSHIP
JONES COUNTY, NC
AUGUST 10, 2021
1" = 150'



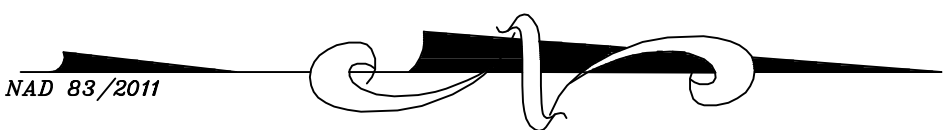
SHEET 2 OF 4

MATRIX EAST, PLLC
PROFESSIONAL LAND SURVEYORS



906 N. QUEEN ST., SUITE A
KINSTON, NC 28501
TEL: 252-522-2500
FAX: 252-522-4747

| | |
|----------------------|---|
| FIRM LIC. # P-0221 | EMAIL: surveyor@matrixeast.net |
| DRAWN BY: CKP | PROJECT NO.: 20210192 |
| SURVEYED BY: CKP/CKK | DATE: 8/10/2021 |
| SCALE: 1" = 150' | DRAWING NAME: S-2 |



1. JONES COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____

DATE _____

FILED FOR REGISTRATION _____,
2021, _____ M, PAGE _____,
PLAT CABINET _____.

REGISTER OF DEEDS
JONES COUNTY

NOTES:

1. COMBINED FACTOR IS 0.99898946.
2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS WITH FEET & DECIMALS THEREOF.
3. ACCESS TO EASEMENT SHALL BE THROUGH NEIGHBORING TRACTS.
4. ALL UTILITIES AND IMPROVEMENTS MAY NOT BE SHOWN ON THIS SURVEY.

- LEGEND
- NPS = NO POINT SET
 - = NO POINT SET
 - = NO POINT SET
 - x — = WIRE FENCE & CAP
 - - - = ADJOINING PROPERTY LINE

EASEMENT CORNER COORDINATE TABLE

| # | NORTHING | EASTING |
|----|-----------------|-------------------|
| 13 | 500.359, 707.6' | 2,500.697, 069.2' |
| 14 | 499.968, 868.5' | 2,500.518, 254.0' |
| 15 | 499.536, 576.9' | 2,500.422, 267.9' |
| 16 | 499.471, 419.6' | 2,500.371, 851.6' |
| 17 | 499.502, 620.8' | 2,500.317, 243.2' |

CORNER COORDINATES ARE GROUND COORDINATES BASED ON A GRID COORDINATE ON CORNER NUMBER 1

FROM NPS "A" ALONG CENTERLINE OF CANAL TO NPS "B"

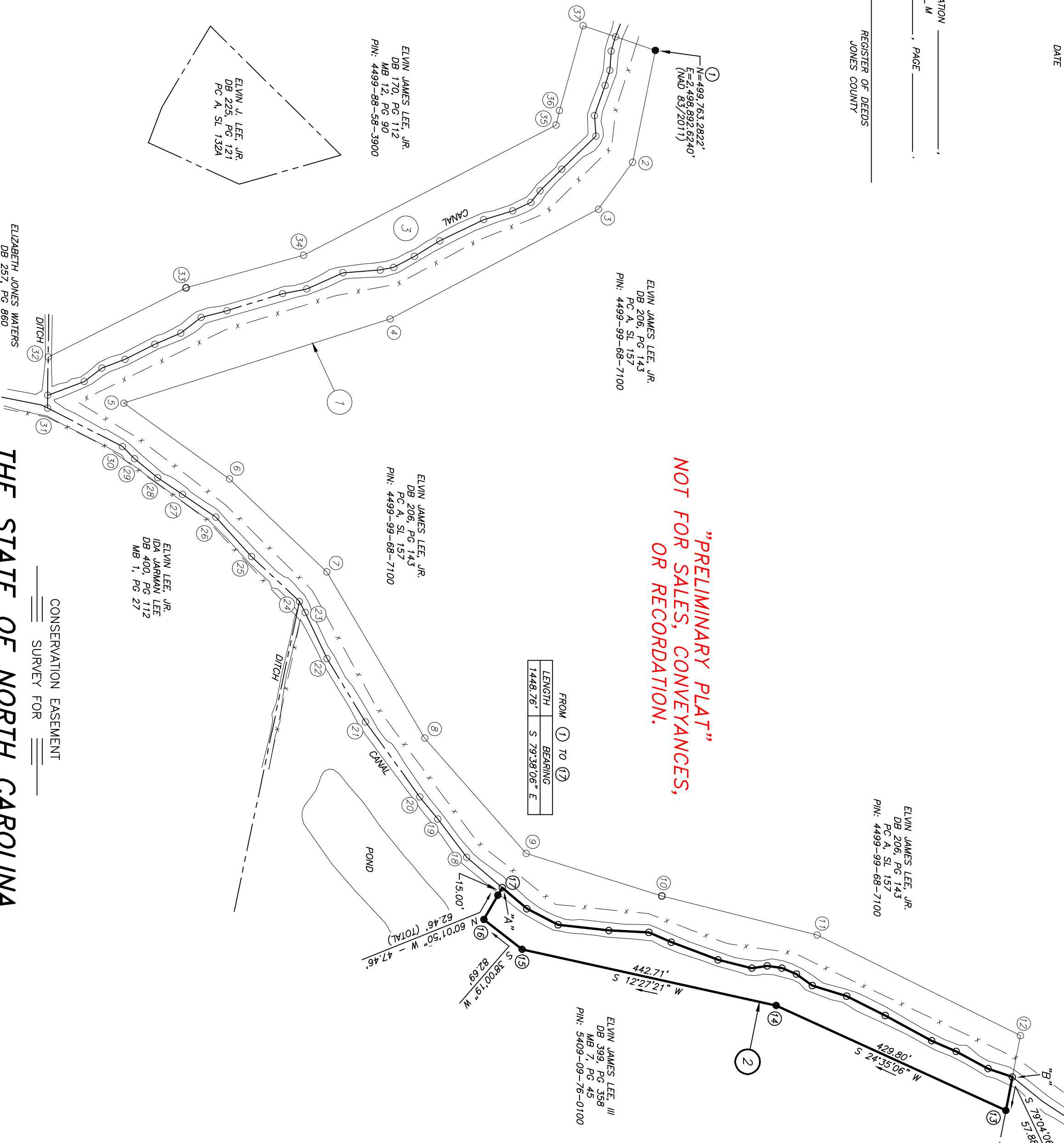
| LINE | LENGTH | BEARING |
|------|--------|---------------|
| L-1 | 55.24' | N 40°33'09" E |
| L-2 | 59.71' | N 27°11'19" E |
| L-3 | 86.82' | N 06°24'40" E |
| L-4 | 68.33' | N 02°47'37" E |
| L-5 | 41.51' | N 23°43'46" E |
| L-6 | 85.08' | N 20°38'50" E |
| L-7 | 59.38' | N 13°46'26" E |
| L-8 | 26.40' | N 08°15'09" W |
| L-9 | 23.06' | N 08°15'31" W |
| L-10 | 27.00' | N 22°23'47" E |
| L-11 | 33.30' | N 16°59'44" E |
| L-12 | 61.12' | N 26°41'15" E |
| L-13 | 73.37' | N 28°28'29" E |
| L-14 | 90.05' | N 23°35'15" E |
| L-15 | 45.40' | N 28°20'15" E |
| L-16 | 61.78' | N 19°18'12" E |
| L-17 | 43.68' | N 19°18'12" E |

"PRELIMINARY PLAT"
NOT FOR SALES, CONVEYANCES,
OR RECORDATION.

SOURCES OF TITLE
AREA 2 — DB 399, PG 358
MB 7, PG 45

CONSERVATION EASEMENT
ACRAGE DATA
(BY COMPUTER)
AREA 2 = 1.301 ACR

OWNER INFORMATION
AREA 2
ELVIN JAMES LEE, III

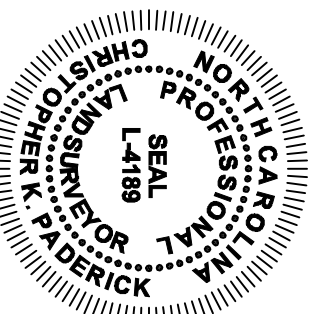
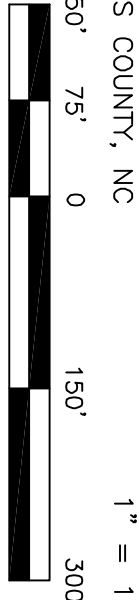


FROM 1 TO 17

| LENGTH | BEARING |
|----------|---------------|
| 1448.76' | S 79°38'06" E |

THE STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
PROJECT: KINGFIELD BUFFER MITIGATION SITE
(SPO FILE #---; DMS PROJECT #100176)
OWNER: ELVIN JAMES LEE, JR. & ELVIN JAMES LEE, III

CHINQUAPIN TOWNSHIP
JONES COUNTY, NC
AUGUST 10, 2021
1" = 150'



I (WE) HEREBY CERTIFY THAT I AM (WE) ARE THE OWNER(S) OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON. I (WE) ALSO HEREBY ACCEPT AND ADHERE TO THE RECORDED AND CONSERVATION EASEMENT WITH AND WITHOUT THE CONSERVATION AND/OR PRIVATE USE AS NOTED ON SAID PLAT. ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED ON SAID PLAT.

DATE _____ SIGNATURE OF OWNER _____

COUNTY, NORTH CAROLINA

I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY EACH ACKNOWLEDGING TO ME THAT HE OR SHE SIGNED THE FOREGOING DOCUMENT:

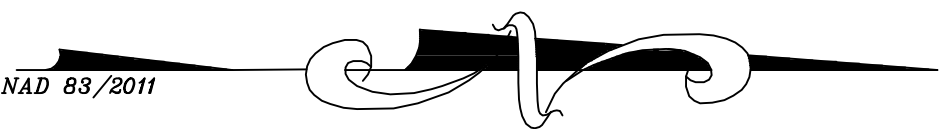
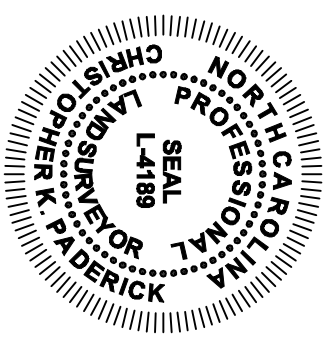
NAME(S) OF PRINCIPAL(S) _____
DATE: _____ (NOTARY'S PRINTED NAME)

MY COMMISSION EXPIRES: _____

SHEET 3 OF 4

MATRIX EAST, PLLC
PROFESSIONAL LAND SURVEYORS
906 N. QUEEN ST., SUITE A
KINSTON, NC 28501
TEL: 252-522-2500 FAX: 252-522-4747
EMAIL: surveyor@matrixeast.net

| | |
|----------------------|-----------------------|
| FIRM LIC. # P-0221 | PROJECT NO.: 20210192 |
| DRAWN BY: CKP | DATE: 8/10/2021 |
| SURVEYED BY: CKP/CKK | DRAWING NAME: S-3 |
| SCALE: 1" = 150' | |



1. JONES COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE

FILED FOR REGISTRATION _____,
2021, _____ M, PAGE _____,
PLAT CABINET _____.

REGISTER OF DEEDS
JONES COUNTY

- NOTES:
1. COMBINED FACTOR IS 0.99989846
 2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS IN FEET & DECIMALS THEREOF.
 3. ACCESS TO EXISTENT TRACTS NEIGHBORING TRACTS
 4. ALL UTILITIES AND IMPROVEMENTS MAY NOT BE SHOWN ON THIS SURVEY.

ARCHIE P. DAVIS
CAROLINA B. DAVIS
DB 81, PG 230
DB 81, PG 72

- LEGEND
- NPS = NO POINT SET
 - = NO POINT SET
 - (TL) = THE LINE
 - x — = WIRE FENCE
 - - - - - = ADJOINING PROPERTY LINE

SOURCES OF TITLE
AREA 3 - DB 170, PG 112
MB 12, PG 90

CONSERVATION EASEMENT
(BY COMPUTER)
AREA 3 = 1,840 AC±

OWNER INFORMATION
AREA 3
ELVIN JAMES, JR.

I (WE), HEREBY CERTIFY THAT I AM (WE) ARE THE OWNER(S) OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON. I (WE) ALSO HEREBY ACCEPT AND ADOPT THIS RECORDED PLAT AND CONSERVATION EASEMENT WITH MY (OUR) FREE CONSENT AND DEDICATE ALL EASEMENTS, RIGHT-OF-WAYS, AND ACCESS ROADS TO PUBLIC AND/OR PRIVATE USE AS NOTED ON SAID PLAT.

DATE _____ SIGNATURE OF OWNER _____

COUNTY, NORTH CAROLINA _____

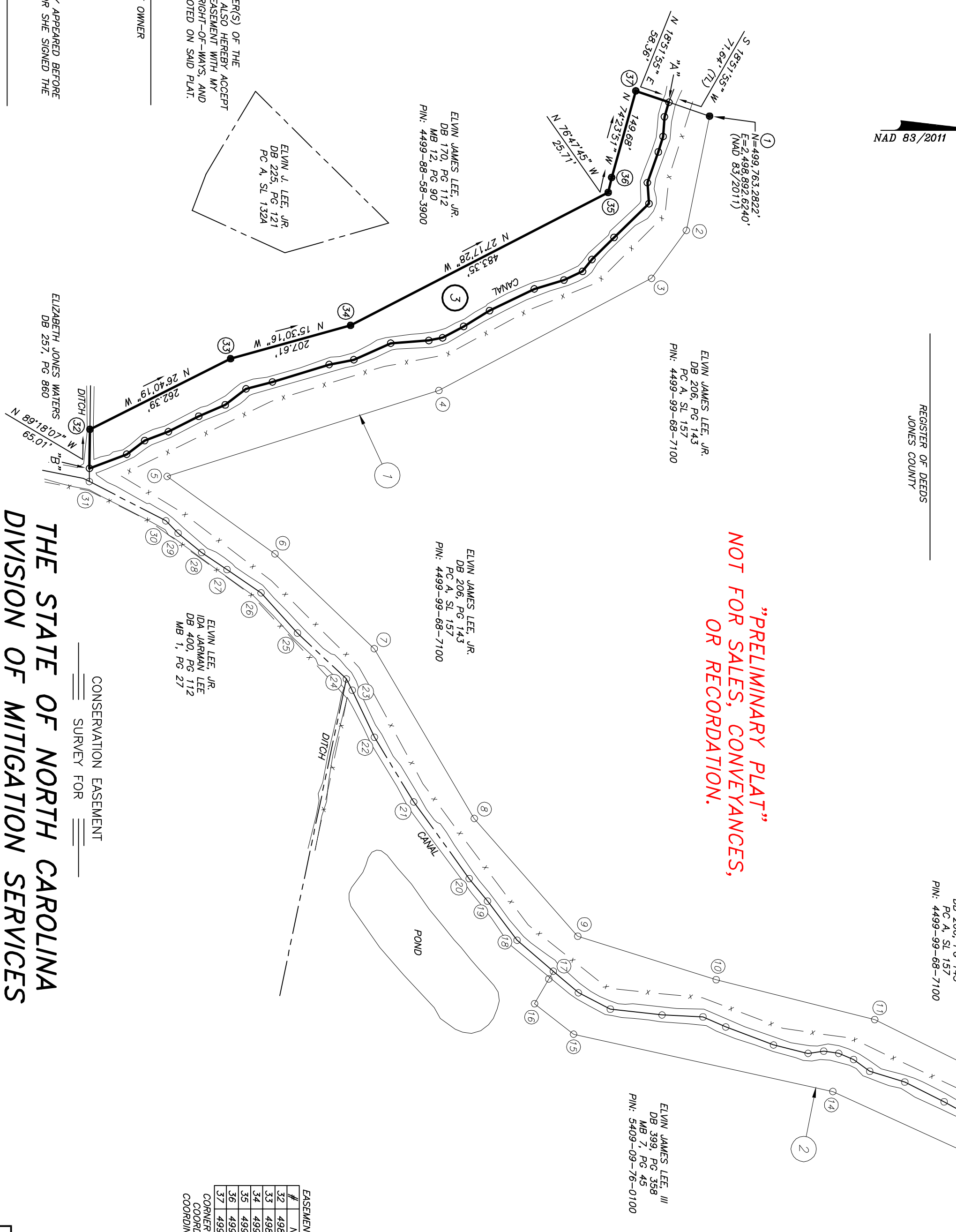
I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, EACH ACKNOWLEDGING TO ME THAT HE OR SHE SIGNED THE FOREGOING DOCUMENT:

NAMES(S) OF PRINCIPAL(S) _____

DATE: _____ (NOTARY SIGNATURE)

_____ (NOTARY'S PRINTED NAME)

MY COMMISSION EXPIRES: _____



"PRELIMINARY PLAT"
**NOT FOR SALES, CONVEYANCES,
OR RECORDATION.**

EASEMENT CORNER COORDINATE TABLE

| # | NORTHING | EASTING |
|----|--------------|----------------|
| 32 | 498,230.0824 | 2,493,414.8902 |
| 33 | 498,964.5282 | 2,493,296.8998 |
| 34 | 499,064.5861 | 2,493,241.4021 |
| 35 | 499,594.1321 | 2,493,019.7826 |
| 36 | 499,600.0056 | 2,493,994.7491 |
| 37 | 499,640.2826 | 2,493,550.5880 |

CORNER COORDINATES ARE GROUND
CORNER POINTS BASED ON CORNER NUMBER 1
COORDINATE ON CORNER NUMBER 1

FROM NPS "A", ALONG
CENTERLINE OF CANAL TO NPS "B"

| LINE | LENGTH | BEARING |
|------|--------|---------------|
| L-1 | 25.29' | S 73°04'54" E |
| L-2 | 32.96' | S 85°41'13" E |
| L-3 | 26.96' | S 73°06'20" E |
| L-4 | 54.27' | S 70°19'59" E |
| L-5 | 35.17' | N 85°32'33" E |
| L-6 | 80.88' | S 44°00'17" E |
| L-7 | 52.23' | S 44°50'44" E |
| L-8 | 25.33' | S 51°42'43" E |
| L-9 | 33.96' | S 24°55'55" E |
| L-10 | 51.73' | S 16°44'05" E |
| L-11 | 82.98' | S 25°47'49" E |
| L-12 | 50.84' | S 31°28'33" E |
| L-13 | 39.79' | S 28°13'10" E |
| L-14 | 23.32' | S 11°19'05" E |
| L-15 | 63.84' | S 04°07'25" E |
| L-16 | 67.33' | S 24°03'58" E |
| L-17 | 41.91' | S 11°07'14" E |
| L-18 | 99.02' | S 17°02'15" E |
| L-19 | 45.41' | S 14°37'53" E |
| L-20 | 43.83' | S 37°38'24" E |
| L-21 | 47.94' | S 23°07'47" E |
| L-22 | 56.82' | S 27°00'47" E |
| L-23 | 42.11' | S 20°22'02" E |
| L-24 | 37.83' | S 37°23'04" E |
| L-25 | 66.42' | S 20°43'37" E |

THE STATE OF NORTH CAROLINA
DIVISION OF MITIGATION SERVICES
PROJECT: KINGFIELD BUFFER MITIGATION SITE
(SPO FILE #____; DMS PROJECT #100176)
OWNER: ELVIN JAMES LEE, JR. & ELVIN JAMES LEE, III

CONSERVATION EASEMENT
SURVEY FOR

ELVIN JAMES LEE, JR.
DB 206, PG 143
PC A, SL 157
PIN: 4499-99-68-7100

ELVIN JAMES LEE, JR.
DB 206, PG 143
PC A, SL 157
PIN: 4499-99-68-7100

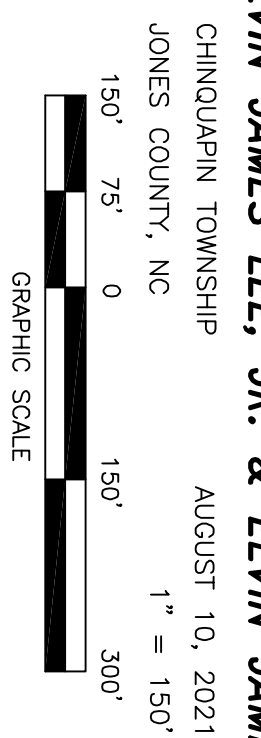
ELVIN JAMES LEE, III
DB 399, PG 358
MB 7, PG 49
PIN: 5409-09-78-0100

ELVIN JAMES LEE, JR.
DB 206, PG 143
PC A, SL 157
PIN: 4499-99-68-7100

ELVIN JAMES LEE, JR.
DB 400, PG 112
MB 1, PG 27

ELVIN J. LEE, JR.
DB 225, PG 121
PC A, SL 132A

ELIZABETH JONES WHITES
DB 257, PG 880



MATRIX EAST, PLLC
PROFESSIONAL LAND SURVEYORS

906 N. QUEEN ST., SUITE A
KINSTON, NC 28501
TEL: 252-522-2500 FAX: 252-522-4747

FIRM LIC. # P-0221
DRAWN BY: CKP
SURVEYED BY: CKP/CKK
SCALE: 1" = 150'

EMAIL: surveyor@matrixeast.net
PROJECT NO.: 20210192
DATE: 8/10/2021
DRAWING NAME: S-4

AUGUST 10, 2021

CHINQUAPIN TOWNSHIP
JONES COUNTY, NC

APPENDIX C

Signed Categorical Exclusion



June 11, 2021

Lin Xu
North Carolina Department of Mitigation Services
217 W Jones St.
Raleigh, NC 27603

Re: Kingfield Buffer Mitigation Site: NCDMS Contract #100176. Task 1 Deliverables

Mr. Xu,

Eco Terra is pleased to present you with the Environmental and Project Screening deliverables associated with Task 1 of our contract. Our package includes Stream Determination and Site Viability letters from NCDWR as well as categorical exclusion documentation. Our team has carried out proper coordination with the agencies associated with the following Acts.

- Categorical Exclusion Coordination Efforts
 - National Historic Preservation Act
 - Endangered Species Act
 - Uniform Act
 - CLCERA
 - Farmland Protection Policy Act

Sincerely,

Ted Griffith

Project Manager
Ted@ecoterra.com
404-840-2697

Appendix A

Categorical Exclusion Form for Division of Mitigation Services Projects
Version 2

Note: Only Appendix A should be submitted (along with any supporting documentation) as the environmental document.

| Part 1: General Project Information | |
|--|--|
| Project Name: | Kingfield Buffer Mitigation Site |
| County Name: | Jones |
| DMS Number: | 100176 |
| Project Sponsor: | Eco Terra Partners, LLC |
| Project Contact Name: | Ted Griffith |
| Project Contact Address: | 1328 Dekalb Ave. NE Atlanta, GA 30307 |
| Project Contact E-mail: | Ted@ecoterra.com |
| DMS Project Manager: | Lin XU |
| Project Description | |
| Full Delivery Project to provide Riparian Buffer Mitigation Credits within Cataloging Unit (CU) 03020204 of the Neuse River Basin. | |
| For Official Use Only | |
| Reviewed By: | |
| <u>7/28/2021</u> | <u>Lin Xu</u> |
| Date | DMS Project Manager |
| Conditional Approved By: | |
| Date | For Division Administrator FHWA |
| <input type="checkbox"/> Check this box if there are outstanding issues | |
| Final Approval By: | |
| <u>7-30-21</u> | <u>Donald W Brew</u> |
| Date | For Division Administrator FHWA |

| Part 2: All Projects Regulation/Question | | Response |
|--|--|--|
| Coastal Zone Management Act (CZMA) | | |
| 1. Is the project located in a CAMA county? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Does the project involve ground-disturbing activities within a CAMA Area of Environmental Concern (AEC)? | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 3. Has a CAMA permit been secured? | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 4. Has NCDCCM agreed that the project is consistent with the NC Coastal Management Program? | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) | | |
| 1. Is this a "full-delivery" project? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Has the zoning/land use of the subject property and adjacent properties ever been designated as commercial or industrial? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| 3. As a result of a limited Phase I Site Assessment, are there known or potential hazardous waste sites within or adjacent to the project area? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| 4. As a result of a Phase I Site Assessment, are there known or potential hazardous waste sites within or adjacent to the project area? | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 5. As a result of a Phase II Site Assessment, are there known or potential hazardous waste sites within the project area? | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 6. Is there an approved hazardous mitigation plan? | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| National Historic Preservation Act (Section 106) | | |
| 1. Are there properties listed on, or eligible for listing on, the National Register of Historic Places in the project area? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Does the project affect such properties and does the SHPO/THPO concur? | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 3. If the effects are adverse, have they been resolved? | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) | | |
| 1. Is this a "full-delivery" project? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Does the project require the acquisition of real estate? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 3. Was the property acquisition completed prior to the intent to use federal funds? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| 4. Has the owner of the property been informed: * prior to making an offer that the agency does not have condemnation authority; and * what the fair market value is believed to be? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

| Part 3: Ground-Disturbing Activities | |
|--|--|
| Regulation/Question | Response |
| American Indian Religious Freedom Act (AIRFA) | |
| 1. Is the project located in a county claimed as "territory" by the Eastern Band of Cherokee Indians? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Is the site of religious importance to American Indians? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 3. Is the project listed on, or eligible for listing on, the National Register of Historic Places? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 4. Have the effects of the project on this site been considered? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Antiquities Act (AA) | |
| 1. Is the project located on Federal lands? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Will there be loss or destruction of historic or prehistoric ruins, monuments or objects of antiquity? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 3. Will a permit from the appropriate Federal agency be required? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 4. Has a permit been obtained? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Archaeological Resources Protection Act (ARPA) | |
| 1. Is the project located on federal or Indian lands (reservation)? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Will there be a loss or destruction of archaeological resources? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 3. Will a permit from the appropriate Federal agency be required? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 4. Has a permit been obtained? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Endangered Species Act (ESA) | |
| 1. Are federal Threatened and Endangered species and/or Designated Critical Habitat listed for the county? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Is Designated Critical Habitat or suitable habitat present for listed species? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| 3. Are T&E species present or is the project being conducted in Designated Critical Habitat? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 4. Is the project "likely to adversely affect" the specie and/or "likely to adversely modify" Designated Critical Habitat? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 5. Does the USFWS/NOAA-Fisheries concur in the effects determination? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 6. Has the USFWS/NOAA-Fisheries rendered a "jeopardy" determination? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |

| Executive Order 13007 (Indian Sacred Sites) | |
|---|--|
| 1. Is the project located on Federal lands that are within a county claimed as "territory" by the EBCI? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Has the EBCI indicated that Indian sacred sites may be impacted by the proposed project? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 3. Have accommodations been made for access to and ceremonial use of Indian sacred sites? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Farmland Protection Policy Act (FPPA) | |
| 1. Will real estate be acquired? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Has NRCS determined that the project contains prime, unique, statewide or locally important farmland? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 3. Has the completed Form AD-1006 been submitted to NRCS? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Fish and Wildlife Coordination Act (FWCA) | |
| 1. Will the project impound, divert, channel deepen, or otherwise control/modify any water body? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Have the USFWS and the NCWRC been consulted? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Land and Water Conservation Fund Act (Section 6(f)) | |
| 1. Will the project require the conversion of such property to a use other than public, outdoor recreation? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Has the NPS approved of the conversion? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat) | |
| 1. Is the project located in an estuarine system? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Is suitable habitat present for EFH-protected species? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 3. Is sufficient design information available to make a determination of the effect of the project on EFH? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 4. Will the project adversely affect EFH? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| 5. Has consultation with NOAA-Fisheries occurred? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Migratory Bird Treaty Act (MBTA) | |
| 1. Does the USFWS have any recommendations with the project relative to the MBTA? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Have the USFWS recommendations been incorporated? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Wilderness Act | |
| 1. Is the project in a Wilderness area? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Has a special use permit and/or easement been obtained from the maintaining federal agency? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |

Appendix D (Supporting Documents for Categorical Exclusion At-A-Glance)

Coastal Zone Management Act

- ✓ Provide scoping letter and document concurrence from NCDCM **IF** project in CAMA county (*Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hertford, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell & Washington*).

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)

- ✓ Document that there are no known or potential hazardous waste sites through a Limited Phase I Site Assessment report, such as an EDM report. **IF** sites are present, provide additional screening documentation or work with DMS/FHWA.

National Historic Preservation Act (Section 106)

- ✓ Provide scoping letter and document concurrence from SHPO.
- ✓ Provide scoping letter and document concurrence from ECBI **IF** located in ECBI County (*Alleghany, Ashe, Avery, Buncombe, Burke, Caldwell, Catawba, Cherokee, Clay, Cleveland, Gaston, Graham, Haywood, Henderson, Jackson, Lincoln, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, Watauga, Wilkes & Yancey*)

Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act)

- ✓ Document through signed Option Agreement or landowner letter as evidence that all project landowners were informed of fair market value of their property and notified that the land could not be acquired through eminent domain.

American Indian Religious Freedom Act (AIRFA)

- ✓ Provide scoping letter and document concurrence from three federally recognized Cherokee tribes **IF** located in ECBI County.

Antiquities Act (AA)

- ✓ Provide scoping letter and document concurrence from SHPO **IF** project located on federal lands. May require permit based on consultation.

Archaeological Resources Protection Act (ARPA)

- ✓ Provide scoping letter and document concurrence from SHPO **IF** project located on federal lands or Indian lands. May require permit based on consultation.

Endangered Species Act (ESA)

- ✓ Provide a species list and effect determinations, evaluate for critical habitat
- ✓ Provide scoping letter and document concurrence from USF&W and NOAA (if applicable)
- ✓ For sites under the Raleigh USF&W field office jurisdiction, follow the 9-step on-line process and provide Self Certification letter, species conclusion table, and email receipt.

Executive Order 13007 (Indian Sacred Sites)

- ✓ Provide scoping letter and document concurrence from three federally recognized Cherokee tribes **IF** located in ECBI County.

Farmland Protection Policy Act (FPPA)

- ✓ Provide documentation of completed NRCS form AD-1006, with assistance from NRCS.

Fish and Wildlife Coordination Act (FWCA)

- ✓ Provide scoping letter and document concurrence from USF&W and NCWRC, if project will affect any water body.

Land and Water Conservation Fund Act (Section 6(f))

- ✓ Provide scoping letter and document concurrence from NPS **IF** project will convert recreation lands

Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat)

- ✓ Provide scoping letter and document concurrence from NCDMF **IF** project is in estuarine system.

Migratory Bird Treaty Act (MBTA)

- ✓ Provide scoping letter to USF&W to identify any recommendations relative to MBTA

Wilderness Act

- ✓ Provide permit or easement **IF** project is in a Wilderness area

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)

Kingfield Buffer Mitigation Site

Kingfield Buffer Mitigation Site
Trenton, NC 28585

Inquiry Number: 6396141.18s
March 08, 2021

The EDR Radius Map™ Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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|--|-------------|
| Executive Summary | ES1 |
| Overview Map | 2 |
| Detail Map | 3 |
| Map Findings Summary | 4 |
| Map Findings | 8 |
| Orphan Summary | 10 |
| Government Records Searched/Data Currency Tracking | GR-1 |

GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

KINGFIELD BUFFER MITIGATION SITE
TRENTON, NC 28585

COORDINATES

Latitude (North): 35.1105360 - 35° 6' 37.92"
Longitude (West): 77.3293500 - 77° 19' 45.66"
Universal Transverse Mercator: Zone 18
UTM X (Meters): 287704.3
UTM Y (Meters): 3887586.2
Elevation: 35 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 5944988 TRENTON, NC
Version Date: 2013

North Map: 5944932 COVE CITY, NC
Version Date: 2013

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20140706
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:
KINGFIELD BUFFER MITIGATION SITE
TRENTON, NC 28585

Click on Map ID to see full detail.

| MAP ID | SITE NAME | ADDRESS | DATABASE ACRONYMS | RELATIVE ELEVATION | DIST (ft. & mi.) DIRECTION |
|-------------------|-------------|----------------|-------------------|--------------------|----------------------------|
| 1 | ANDRE DIXON | 125 GIBBS LANE | SHWS, IMD | Higher | 3462, 0.656, West |

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL..... National Priority List
Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL..... National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY..... Federal Facility Site Information listing
SEMS..... Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG..... RCRA - Large Quantity Generators
RCRA-SQG..... RCRA - Small Quantity Generators
RCRA-VSQG..... RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

Federal institutional controls / engineering controls registries

LUCIS..... Land Use Control Information System

EXECUTIVE SUMMARY

US ENG CONTROLS..... Engineering Controls Sites List
US INST CONTROLS..... Institutional Controls Sites List

Federal ERNS list

ERNS..... Emergency Response Notification System

State- and tribal - equivalent NPL

NC HSDS..... Hazardous Substance Disposal Site

State and tribal landfill and/or solid waste disposal site lists

SWF/LF..... List of Solid Waste Facilities
DEBRIS..... Solid Waste Active Disaster Debris Sites Listing
OLI..... Old Landfill Inventory
LCID..... Land-Clearing and Inert Debris (LCID) Landfill Notifications

State and tribal leaking storage tank lists

LUST..... Regional UST Database
LAST..... Leaking Aboveground Storage Tanks
INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land
LUST TRUST..... State Trust Fund Database

State and tribal registered storage tank lists

FEMA UST..... Underground Storage Tank Listing
UST..... Petroleum Underground Storage Tank Database
AST..... AST Database
INDIAN UST..... Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

INST CONTROL..... No Further Action Sites With Land Use Restrictions Monitoring

State and tribal voluntary cleanup sites

VCP..... Responsible Party Voluntary Action Sites
INDIAN VCP..... Voluntary Cleanup Priority Listing

State and tribal Brownfields sites

BROWNFIELDS..... Brownfields Projects Inventory

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY..... Recycling Center Listing

EXECUTIVE SUMMARY

| | |
|----------------------|---|
| HIST LF..... | Solid Waste Facility Listing |
| INDIAN ODI..... | Report on the Status of Open Dumps on Indian Lands |
| ODI..... | Open Dump Inventory |
| DEBRIS REGION 9..... | Torres Martinez Reservation Illegal Dump Site Locations |
| IHS OPEN DUMPS..... | Open Dumps on Indian Land |

Local Lists of Hazardous waste / Contaminated Sites

| | |
|------------------|---|
| US HIST CDL..... | Delisted National Clandestine Laboratory Register |
| US CDL..... | National Clandestine Laboratory Register |

Local Land Records

| | |
|--------------|-------------------------|
| LIENS 2..... | CERCLA Lien Information |
|--------------|-------------------------|

Records of Emergency Release Reports

| | |
|----------------|--|
| HMIRS..... | Hazardous Materials Information Reporting System |
| SPILLS..... | Spills Incident Listing |
| IMD..... | Incident Management Database |
| SPILLS 90..... | SPILLS 90 data from FirstSearch |
| SPILLS 80..... | SPILLS 80 data from FirstSearch |

Other Ascertainable Records

| | |
|------------------------|---|
| RCRA NonGen / NLR..... | RCRA - Non Generators / No Longer Regulated |
| FUDS..... | Formerly Used Defense Sites |
| DOD..... | Department of Defense Sites |
| SCRD DRYCLEANERS..... | State Coalition for Remediation of Drycleaners Listing |
| US FIN ASSUR..... | Financial Assurance Information |
| EPA WATCH LIST..... | EPA WATCH LIST |
| 2020 COR ACTION..... | 2020 Corrective Action Program List |
| TSCA..... | Toxic Substances Control Act |
| TRIS..... | Toxic Chemical Release Inventory System |
| SSTS..... | Section 7 Tracking Systems |
| ROD..... | Records Of Decision |
| RMP..... | Risk Management Plans |
| RAATS..... | RCRA Administrative Action Tracking System |
| PRP..... | Potentially Responsible Parties |
| PADS..... | PCB Activity Database System |
| ICIS..... | Integrated Compliance Information System |
| FTTS..... | FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act) |
| MLTS..... | Material Licensing Tracking System |
| COAL ASH DOE..... | Steam-Electric Plant Operation Data |
| COAL ASH EPA..... | Coal Combustion Residues Surface Impoundments List |
| PCB TRANSFORMER..... | PCB Transformer Registration Database |
| RADINFO..... | Radiation Information Database |
| HIST FTTS..... | FIFRA/TSCA Tracking System Administrative Case Listing |
| DOT OPS..... | Incident and Accident Data |
| CONSENT..... | Superfund (CERCLA) Consent Decrees |
| INDIAN RESERV..... | Indian Reservations |
| FUSRAP..... | Formerly Utilized Sites Remedial Action Program |
| UMTRA..... | Uranium Mill Tailings Sites |
| LEAD SMELTERS..... | Lead Smelter Sites |

EXECUTIVE SUMMARY

| | |
|--------------------------|--|
| US AIRS..... | Aerometric Information Retrieval System Facility Subsystem |
| US MINES..... | Mines Master Index File |
| ABANDONED MINES..... | Abandoned Mines |
| FINDS..... | Facility Index System/Facility Registry System |
| UXO..... | Unexploded Ordnance Sites |
| ECHO..... | Enforcement & Compliance History Information |
| DOCKET HWC..... | Hazardous Waste Compliance Docket Listing |
| FUELS PROGRAM..... | EPA Fuels Program Registered Listing |
| AIRS..... | Air Quality Permit Listing |
| ASBESTOS..... | ASBESTOS |
| COAL ASH..... | Coal Ash Disposal Sites |
| DRYCLEANERS..... | Drycleaning Sites |
| Financial Assurance..... | Financial Assurance Information Listing |
| NPDES..... | NPDES Facility Location Listing |
| UIC..... | Underground Injection Wells Listing |
| AOP..... | Animal Operation Permits Listing |
| SEPT HAULERS..... | Permitted Septage Haulers Listing |
| CCB..... | Coal Ash Structural Fills (CCB) Listing |
| MINES MRDS..... | Mineral Resources Data System |
| PCSRP..... | Petroleum-Contaminated Soil Remediation Permits |

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

| | |
|-----------------------|---|
| EDR MGP..... | EDR Proprietary Manufactured Gas Plants |
| EDR Hist Auto..... | EDR Exclusive Historical Auto Stations |
| EDR Hist Cleaner..... | EDR Exclusive Historical Cleaners |

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

| | |
|---------------|--|
| RGA HWS..... | Recovered Government Archive State Hazardous Waste Facilities List |
| RGA LF..... | Recovered Government Archive Solid Waste Facilities List |
| RGA LUST..... | Recovered Government Archive Leaking Underground Storage Tank |

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

STANDARD ENVIRONMENTAL RECORDS

State- and tribal - equivalent CERCLIS

SHWS: The State Hazardous Waste Sites records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. The data come from the Department of Environment & Natural Resources' Inactive Hazardous Sites Program.

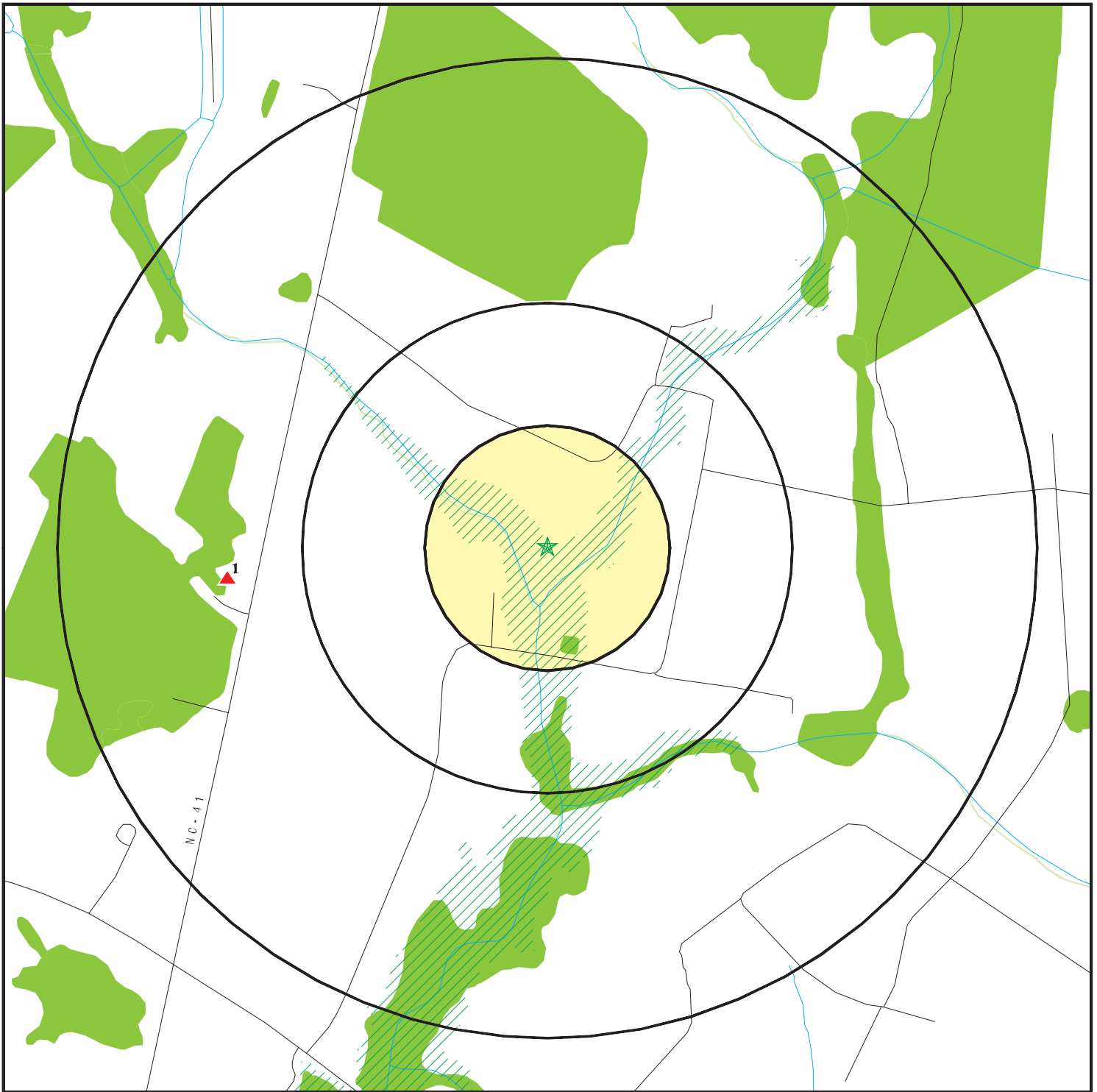
A review of the SHWS list, as provided by EDR, and dated 11/02/2020 has revealed that there is 1 SHWS site within approximately 1 mile of the target property.

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction / Distance</u> | <u>Map ID</u> | <u>Page</u> |
|---|-----------------------|------------------------------|---------------|-------------|
| ANDRE DIXON Facility Id: NONCD0001270 | 125 GIBBS LANE | W 1/2 - 1 (0.656 mi.) | 1 | 8 |

EXECUTIVE SUMMARY

There were no unmapped sites in this report.

OVERVIEW MAP - 6396141.18S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites

- ☒ Indian Reservations BIA
- ☒ Special Flood Hazard Area (1%)
- ☒ 0.2% Annual Chance Flood Hazard
- ☒ National Wetland Inventory
- ☒ State Wetlands
- ☒ Hazardous Substance Disposal Sites

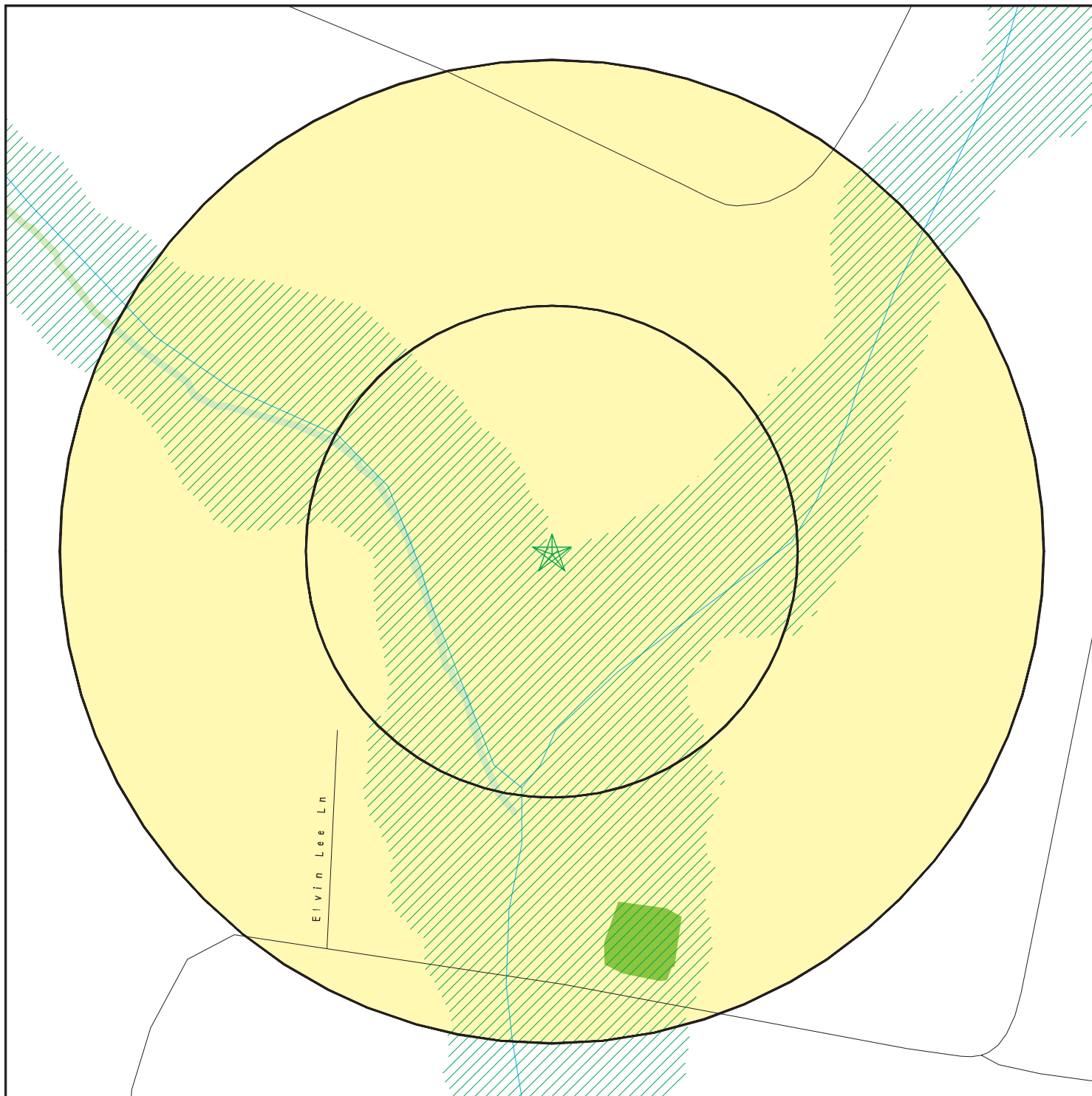


This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Kingfield Buffer Mitigation Site
 ADDRESS: Kingfield Buffer Mitigation Site
 Trenton NC 28585
 LAT/LONG: 35.110536 / 77.32935

CLIENT: Eco Terra Management, LLC
 CONTACT: Jamey Oshaughnessey
 INQUIRY #: 6396141.18s
 DATE: March 08, 2021 4:24 pm

DETAIL MAP - 6396141.18S



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites

- ☒ Indian Reservations BIA
- ☒ Special Flood Hazard Area (1%)
- ☒ 0.2% Annual Chance Flood Hazard
- ☒ National Wetland Inventory
- ☒ State Wetlands
- ☒ Hazardous Substance Disposal Sites



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Kingfield Buffer Mitigation Site
 ADDRESS: Kingfield Buffer Mitigation Site
 Trenton NC 28585
 LAT/LONG: 35.110536 / 77.32935

CLIENT: Eco Terra Management, LLC
 CONTACT: Jamey Oshaughnessey
 INQUIRY #: 6396141.18s
 DATE: March 08, 2021 4:25 pm

Endangered Species Act (ESA)

Species Conclusions Table

Project Name: Kingfield Buffer Mitigation Site

Date: 3/29/2021

Side Note: 1) In-water work is being avoided which should be noted in this watershed in which there are listed aquatic species. 2) Stringent sediment and erosion controls will be in place.

| Species / Resource Name | Conclusion | ESA Section 7 / Eagle Act Determination | Notes / Documentation |
|--|---|---|---|
| Northern Long-eared Bat <i>Myotis septentrionalis</i> | No suitable habitat | No effect | There are no trees, caves, or any other crevices that would provide roosting habitat. |
| Red-cockaded Woodpecker <i>Picoides borealis</i> | No suitable habitat | No effect | The Action Area does not consist of any fire-dependent open, mature, old southern pine forests or foraging grounds needed to support this species. |
| American Alligator <i>Alligator mississippiensis</i> | No suitable habitat | No effect | The Action Area has insufficient habitat, lack of open water, and lack of nesting / foraging areas. |
| Neuse River Waterdog <i>Necturus lewisi</i> | No suitable habitat | MANLAA | No gravel, bedrock, cover, and stream flow does not support suitable habitat for the Neuse-River Waterdog. Project should provide beneficial affects to downstream water quality and hydrology. |
| Carolina Madtom <i>Noturus furiosus</i> | No suitable habitat | No effect | Suitable substrate not present, stream flow not suitable, water quality not supportive. |
| Critical Habitat | No critical habitat present | No effect | n/a |
| Bald Eagle | Unlikely to disturb nesting bald eagles | No Eagle Act Permit Required | Project is more the 660 feet from any potential or known bald eagle nest or any roosting/nesting trees. |
| Northern Long-eared Bat | No suitable habitat | No effect | No tree cutting or tree removal will occur. |

Acknowledgement: I agree that the above information about my proposed project is true. I used all of the provided resources to make an informed decision about impacts in the immediate and surrounding areas.

Scott J Frederick / Environmental Scientist

Signature /Title

3/30/2021

Date



Matthews, Kathryn H

to me, Leigh

8:53 AM (2 hours ago)



Hi Jamey,

I couldn't tell if you wanted a written response on this one, but I do want to give you my thoughts on this. As you know, the site is about one mile or so upstream of known occurrences of Neuse River waterdog (NRWD), which is proposed for listing as threatened. Critical habitat for NRWD is proposed for the Trent River downstream. Your package states that there isn't suitable habitat on the site, but it's not clear if there is suitable habitat closer to the site in Musselshell Creek. We are concerned about potential downstream impacts from sedimentation and erosion, so in this case, I would make a "may affect, not likely to adversely affect determination" (MANLAA) rather than "no effect." Like the Colonial Farms site, another good reason to make a MANLAA determination is that the project should provide beneficial affects to downstream water quality and hydrology, so a beneficial effect to the NRWD is expected.

Finally, the name of the site indicates that perhaps the only work is buffer planting. If that is true, I would be sure to put that info in the species conclusions table. It is good to point out, where possible, that in-water work is being avoided in watersheds with listed aquatic species. I appreciate the info about stringent sediment and erosion controls also. As I said before, you are welcome to change the row sizes on the species conclusions table to fit in whatever info you need, or you can provide a separate page with a narrative that includes information on the work being conducted. Many consultants provide a narrative page to describe construction methods, avoidance and minimization measures, etc. That is appropriate and helpful especially for projects that are in the same 10-digit watershed as a listed or proposed species. More info is always helpful for these reviews.

I hope this is helpful.

Please note that I am teleworking almost exclusively. Email is the best way to reach me. Thanks,

Kathy Matthews
Fish and Wildlife Biologist
U.S. Fish and Wildlife Service
551-F Pylon Drive
Raleigh, NC 27606
919-856-4520, x. 27

From: Mann, Leigh <leigh_mann@fws.gov> on behalf of Raleigh, FW4 <raleigh@fws.gov>

Sent: Monday, April 12, 2021 11:05 AM

To: Matthews, Kathryn H <kathryn_matthews@fws.gov>

Subject: DUE DATE: APRIL 29, 2021 Fw: [EXTERNAL] Online Project Review Request Letter | Kingfield Buffer Mitigation Site



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Raleigh Field Office
P.O. Box 33726
Raleigh, NC 27636-3726

Date: _____

Self-Certification Letter

Project Name _____

Dear Applicant:

Thank you for using the U.S. Fish and Wildlife Service (Service) Raleigh Ecological Services online project review process. By printing this letter in conjunction with your project review package, you are certifying that you have completed the online project review process for the project named above in accordance with all instructions provided, using the best available information to reach your conclusions. This letter, and the enclosed project review package, completes the review of your project in accordance with the Endangered Species Act of 1973 (16 U.S.C. 1531-1544, 87 Stat. 884), as amended (ESA), and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c, 54 Stat. 250), as amended (Eagle Act). This letter also provides information for your project review under the National Environmental Policy Act of 1969 (P.L. 91-190, 42 U.S.C. 4321-4347, 83 Stat. 852), as amended. A copy of this letter and the project review package must be submitted to this office for this certification to be valid. This letter and the project review package will be maintained in our records.

The species conclusions table in the enclosed project review package summarizes your ESA and Eagle Act conclusions. Based on your analysis, mark all the determinations that apply:

“no effect” determinations for proposed/listed species and/or proposed/designated critical habitat; and/or

“may affect, not likely to adversely affect” determinations for proposed/listed species and/or proposed/designated critical habitat; and/or

“may affect, likely to adversely affect” determination for the Northern long-eared bat (*Myotis septentrionalis*) and relying on the findings of the January 5, 2016, Programmatic Biological Opinion for the Final 4(d) Rule on the Northern long-eared bat;

“no Eagle Act permit required” determinations for eagles.

We certify that use of the online project review process in strict accordance with the instructions provided as documented in the enclosed project review package results in reaching the appropriate determinations. Therefore, we concur with the “no effect” or “not likely to adversely affect” determinations for proposed and listed species and proposed and designated critical habitat; the “may affect” determination for Northern long-eared bat; and/or the “no Eagle Act permit required” determinations for eagles. Additional coordination with this office is not needed. Candidate species are not legally protected pursuant to the ESA. However, the Service encourages consideration of these species by avoiding adverse impacts to them. Please contact this office for additional coordination if your project action area contains candidate species. Should project plans change or if additional information on the distribution of proposed or listed species, proposed or designated critical habitat, or bald eagles becomes available, this determination may be reconsidered. This certification letter is valid for 1 year. Information about the online project review process including instructions, species information, and other information regarding project reviews within North Carolina is available at our website <http://www.fws.gov/raleigh/pp.html>. If you have any questions, you can write to us at Raleigh@fws.gov or please contact Leigh Mann of this office at 919-856-4520, ext. 10.

Sincerely,

/s/Pete Benjamin

Pete Benjamin
Field Supervisor
Raleigh Ecological Services

Enclosures - project review package



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Raleigh Ecological Services Field Office
Post Office Box 33726
Raleigh, NC 27636-3726
Phone: (919) 856-4520 Fax: (919) 856-4556

In Reply Refer To:
Consultation Code: 04EN2000-2021-SLI-0921
Event Code: 04EN2000-2021-E-02021
Project Name: Kingfield Buffer Mitigation Site

March 29, 2021

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The species list generated pursuant to the information you provided identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

Section 7 of the Act requires that all federal agencies (or their designated non-federal representative), in consultation with the Service, insure that any action federally authorized, funded, or carried out by such agencies is not likely to jeopardize the continued existence of any federally-listed endangered or threatened species. A biological assessment or evaluation may be prepared to fulfill that requirement and in determining whether additional consultation with the Service is necessary. In addition to the federally-protected species list, information on the species' life histories and habitats and information on completing a biological assessment or

evaluation and can be found on our web page at <http://www.fws.gov/raleigh>. Please check the web site often for updated information or changes

If your project contains suitable habitat for any of the federally-listed species known to be present within the county where your project occurs, the proposed action has the potential to adversely affect those species. As such, we recommend that surveys be conducted to determine the species' presence or absence within the project area. The use of North Carolina Natural Heritage program data should not be substituted for actual field surveys.

If you determine that the proposed action may affect (i.e., likely to adversely affect or not likely to adversely affect) a federally-protected species, you should notify this office with your determination, the results of your surveys, survey methodologies, and an analysis of the effects of the action on listed species, including consideration of direct, indirect, and cumulative effects, before conducting any activities that might affect the species. If you determine that the proposed action will have no effect (i.e., no beneficial or adverse, direct or indirect effect) on federally listed species, then you are not required to contact our office for concurrence (unless an Environmental Impact Statement is prepared). However, you should maintain a complete record of the assessment, including steps leading to your determination of effect, the qualified personnel conducting the assessment, habitat conditions, site photographs, and any other related articles.

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

Not all Threatened and Endangered Species that occur in North Carolina are subject to section 7 consultation with the U.S Fish and Wildlife Service. Atlantic and shortnose sturgeon, sea turtles, when in the water, and certain marine mammals are under purview of the National Marine Fisheries Service. If your project occurs in marine, estuarine, or coastal river systems you should also contact the National Marine Fisheries Service, <http://www.nmfs.noaa.gov/>

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office. If you have any questions or comments, please contact John Ellis of this office at john_ellis@fws.gov.

Attachment(s):

- Official Species List

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Raleigh Ecological Services Field Office

Post Office Box 33726

Raleigh, NC 27636-3726

(919) 856-4520

Project Summary

Consultation Code: 04EN2000-2021-SLI-0921

Event Code: 04EN2000-2021-E-02021

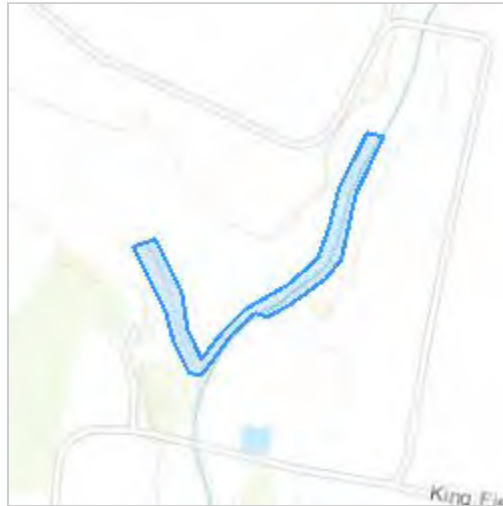
Project Name: Kingfield Buffer Mitigation Site

Project Type: LAND - RESTORATION / ENHANCEMENT

Project Description: Kingfield Buffer Mitigation Site is a riparian buffer restoration site in Jones county. The objective of the project is to restore native trees adjacent to the stream to help with nutrient filtration, flood events, and overall water quality improvements.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@35.111076749999995,-77.33091955822248,14z>



Counties: Jones County, North Carolina

Endangered Species Act Species

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

| NAME | STATUS |
|--|------------|
| Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045 | Threatened |

Birds

| NAME | STATUS |
|---|------------|
| Red-cockaded Woodpecker <i>Picoides borealis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/7614 | Endangered |

Reptiles

| NAME | STATUS |
|---|--|
| American Alligator <i>Alligator mississippiensis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/776 | Similarity of Appearance (Threatened) |

Amphibians

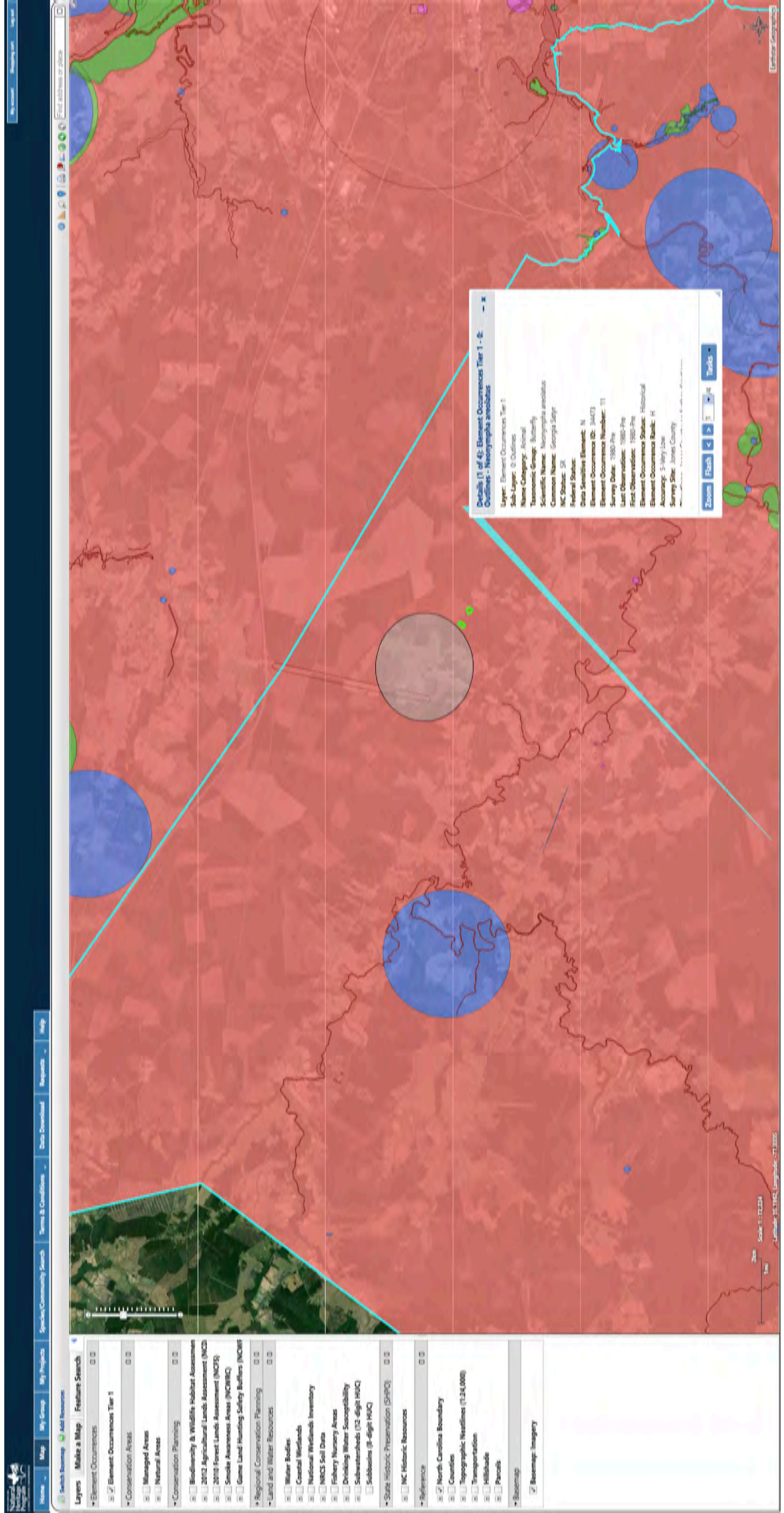
| NAME | STATUS |
|--|--------------------------------|
| <p>Neuse River Waterdog <i>Necturus lewisi</i></p> <p>There is proposed critical habitat for this species. The location of the critical habitat is not available.</p> <p>Species profile: https://ecos.fws.gov/ecp/species/6772</p> | <p>Proposed Threatened</p> |

Fishes

| NAME | STATUS |
|--|--------------------------------|
| <p>Carolina Madtom <i>Noturus furiosus</i></p> <p>There is proposed critical habitat for this species. The location of the critical habitat is not available.</p> <p>Species profile: https://ecos.fws.gov/ecp/species/528</p> | <p>Proposed Endangered</p> |

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.



Details (1 of 4): Element Occurrences Tier 1 - 2: Outlines - Neotoma's anolis

Layer: Element Occurrences Tier 1
 Sub-Layer: 0 Outlines
 Name: Category: Animal
 Taxonomic Group: Butterfly
 Scientific Name: Neotoma's anolis
 NC Element: Georgia Tiger
 Federal Status: N
 Data Source: N
 Element Occurrence ID: 24423
 Element Occurrence Number: 11
 Survey Date: 1982-10
 Last Observation: 1982-10
 Element Occurrence Status: Historical
 Element Occurrence Rank: H
 Accuracy: 5 Very Low
 Survey Site: Jones County

Zoom Flash < > Tools

- Home
- Map
- My Group
- My Projects
- Species/Community Search
- Terms & Conditions
- Data Download
- Request
- Help

- Back to Map
- Layers
- Make a Map
- Feature Search
- Element Occurrences
- Element Occurrences Tier 1
- Conservation Areas
- Managed Areas
- Natural Areas
- Conservation Planning
- Biodiversity & Wildlife Habitat Assessment
- 2013 Agricultural Lands Assessment (NCS)
- 2010 Forest Lands Assessment (NCFE)
- Soil Awareness Areas (NCSWAC)
- Game Land Hunting Safety Buffers (NCSWB)
- Regional Conservation Planning
- Land and Water Resources
- Water Buffers
- Coastal Wetlands
- National Wetlands Inventory
- NCS Soil Data
- Fishery Nursery Area
- Drinking Water Susceptibility
- Subsidence (3-4 ft High HAZ)
- Subsidence (8-10 ft High HAZ)
- State Historic Preservation (SHPO)
- NC Historic Resources
- Reference
- North Carolina Boundary
- Counties
- Topographic Headlines (1:24,000)
- Transportation
- Wetlands
- Parcels
- Basemap
- Basemap Imagery



Farmland Protection Policy Act (FPPA)



Natural Resources
Conservation Service

March 10, 2021

North Carolina
State Office

Jamey O'Shaughnessey
Environmental Associate
Eco Terra Management LLC
1117 Peachtree Walk NE; Suite 126
Atlanta, GA 30309

4407 Bland Rd.
Suite 117
Raleigh
North Carolina 27609
Voice (704) 680-3541
Fax (844) 325-2156

Dear Jamey O'Shaughnessey;

The following information is in response to your request soliciting comments regarding the Proposed Kingfield Buffer Mitigation Site in Jones County, NC.

Projects are subject to Farmland Protection Policy Act (FPPA) requirements if they may irreversibly convert farmland (directly or indirectly) to nonagricultural use and are completed by a Federal agency or with assistance from a Federal agency.

For the purpose of FPPA, farmland includes prime farmland, unique farmland, and land of statewide or local importance. Farmland subject to FPPA requirements does not have to be currently used for cropland. It can be forest land, pastureland, cropland, or other land, but not water or urban built-up land. Farmland means prime or unique farmlands as defined in section 1540(c)(1) of the Act or farmland that is determined by the appropriate state or unit of local government agency or agencies with concurrence of the Secretary to be farmland of statewide or local importance.

"Farmland" does not include land already in or committed to urban development or water storage. Farmland "already in" urban development or water storage includes all such land with a density of 30 structures per 40-acre area. Farmland already in urban development also includes lands identified as "urbanized area" (UA) on the Census Bureau Map, or as urban area mapped with a "tint overprint" on the USGS topographical maps, or as "urban-built-up" on the USDA Important Farmland Maps. See over for more information.

The area in question does not include land classified as Prime Farmland. In accordance with the Code of Federal Regulations 7CFR 658, Farmland Protection Policy Act, the AD-1006 was initiated. NRCS Completed Parts II, IV, V of the form and returned for completion by the requesting agency.

If you have any questions, please feel free to call me at (704) 680-3541 office or (704) 754-6734 cell.

Sincerely,

Kristin L May
Acting State Soil Scientist

cc:

Petra Volinski, supervisory soil conservationist, NRCS, New Bern, NC

FARMLAND CONVERSION IMPACT RATING

| | | | | | |
|---|--|---|--------------------------------|-------------------------|-------------------|
| PART I (To be completed by Federal Agency) | | Date Of Land Evaluation Request | | | |
| Name of Project | | Federal Agency Involved | | | |
| Proposed Land Use | | County and State | | | |
| PART II (To be completed by NRCS) | | Date Request Received By NRCS | | Person Completing Form: | |
| Does the site contain Prime, Unique, Statewide or Local Important Farmland? <i>(If no, the FPPA does not apply - do not complete additional parts of this form)</i> | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | Acres Irrigated | Average Farm Size |
| Major Crop(s) | Farmable Land In Govt. Jurisdiction Acres: % | Amount of Farmland As Defined in FPPA Acres: % | | | |
| Name of Land Evaluation System Used | Name of State or Local Site Assessment System | Date Land Evaluation Returned by NRCS | | | |
| PART III (To be completed by Federal Agency) | | Alternative Site Rating | | | |
| | | Site A | Site B | Site C | Site D |
| A. Total Acres To Be Converted Directly | | | | | |
| B. Total Acres To Be Converted Indirectly | | | | | |
| C. Total Acres In Site | | | | | |
| PART IV (To be completed by NRCS) Land Evaluation Information | | | | | |
| A. Total Acres Prime And Unique Farmland | | | | | |
| B. Total Acres Statewide Important or Local Important Farmland | | | | | |
| C. Percentage Of Farmland in County Or Local Govt. Unit To Be Converted | | | | | |
| D. Percentage Of Farmland in Govt. Jurisdiction With Same Or Higher Relative Value | | | | | |
| PART V (To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland To Be Converted (Scale of 0 to 100 Points) | | | | | |
| PART VI (To be completed by Federal Agency) Site Assessment Criteria <i>(Criteria are explained in 7 CFR 658.5 b. For Corridor project use form NRCS-CPA-106)</i> | | Maximum Points | Site A | Site B | Site C |
| 1. Area In Non-urban Use | | (15) | | | |
| 2. Perimeter In Non-urban Use | | (10) | | | |
| 3. Percent Of Site Being Farmed | | (20) | | | |
| 4. Protection Provided By State and Local Government | | (20) | | | |
| 5. Distance From Urban Built-up Area | | (15) | | | |
| 6. Distance To Urban Support Services | | (15) | | | |
| 7. Size Of Present Farm Unit Compared To Average | | (10) | | | |
| 8. Creation Of Non-farmable Farmland | | (10) | | | |
| 9. Availability Of Farm Support Services | | (5) | | | |
| 10. On-Farm Investments | | (20) | | | |
| 11. Effects Of Conversion On Farm Support Services | | (10) | | | |
| 12. Compatibility With Existing Agricultural Use | | (10) | | | |
| TOTAL SITE ASSESSMENT POINTS | | 160 | | | |
| PART VII (To be completed by Federal Agency) | | | | | |
| Relative Value Of Farmland (From Part V) | | 100 | | | |
| Total Site Assessment (From Part VI above or local site assessment) | | 160 | | | |
| TOTAL POINTS (Total of above 2 lines) | | 260 | | | |
| Site Selected: | Date Of Selection | Was A Local Site Assessment Used? YES <input type="checkbox"/> NO <input type="checkbox"/> | | | |
| Reason For Selection: | | | | | |
| Name of Federal agency representative completing this form: | | | | | Date: |

STEPS IN THE PROCESSING THE FARMLAND AND CONVERSION IMPACT RATING FORM

- Step 1 - Federal agencies (or Federally funded projects) involved in proposed projects that may convert farmland, as defined in the Farmland Protection Policy Act (FPPA) to nonagricultural uses, will initially complete Parts I and III of the form. For Corridor type projects, the Federal agency shall use form NRCS-CPA-106 in place of form AD-1006. The Land Evaluation and Site Assessment (LESA) process may also be accessed by visiting the FPPA website, <http://fppa.nrcs.usda.gov/lesa/>.
- Step 2 - Originator (Federal Agency) will send one original copy of the form together with appropriate scaled maps indicating location(s) of project site(s), to the Natural Resources Conservation Service (NRCS) local Field Office or USDA Service Center and retain a copy for their files. (NRCS has offices in most counties in the U.S. The USDA Office Information Locator may be found at http://offices.usda.gov/scripts/ndISAPI.dll/oip_public/USA_map, or the offices can usually be found in the Phone Book under U.S. Government, Department of Agriculture. A list of field offices is available from the NRCS State Conservationist and State Office in each State.)
- Step 3 - NRCS will, within 10 working days after receipt of the completed form, make a determination as to whether the site(s) of the proposed project contains prime, unique, statewide or local important farmland. (When a site visit or land evaluation system design is needed, NRCS will respond within 30 working days.
- Step 4 - For sites where farmland covered by the FPPA will be converted by the proposed project, NRCS will complete Parts II, IV and V of the form.
- Step 5 - NRCS will return the original copy of the form to the Federal agency involved in the project, and retain a file copy for NRCS records.
- Step 6 - The Federal agency involved in the proposed project will complete Parts VI and VII of the form and return the form with the final selected site to the servicing NRCS office.
- Step 7 - The Federal agency providing financial or technical assistance to the proposed project will make a determination as to whether the proposed conversion is consistent with the FPPA.

INSTRUCTIONS FOR COMPLETING THE FARMLAND CONVERSION IMPACT RATING FORM

(For Federal Agency)

Part I: When completing the "County and State" questions, list all the local governments that are responsible for local land use controls where site(s) are to be evaluated.

Part III: When completing item B (Total Acres To Be Converted Indirectly), include the following:

1. Acres not being directly converted but that would no longer be capable of being farmed after the conversion, because the conversion would restrict access to them or other major change in the ability to use the land for agriculture.
2. Acres planned to receive services from an infrastructure project as indicated in the project justification (e.g. highways, utilities planned build out capacity) that will cause a direct conversion.

Part VI: Do not complete Part VI using the standard format if a State or Local site assessment is used. With local and NRCS assistance, use the local Land Evaluation and Site Assessment (LESA).

1. Assign the maximum points for each site assessment criterion as shown in § 658.5(b) of CFR. In cases of corridor-type project such as transportation, power line and flood control, criteria #5 and #6 will not apply and will, be weighted zero, however, criterion #8 will be weighed a maximum of 25 points and criterion #11 a maximum of 25 points.
2. Federal agencies may assign relative weights among the 12 site assessment criteria other than those shown on the FPPA rule after submitting individual agency FPPA policy for review and comment to NRCS. In all cases where other weights are assigned, relative adjustments must be made to maintain the maximum total points at 160. For project sites where the total points equal or exceed 160, consider alternative actions, as appropriate, that could reduce adverse impacts (e.g. Alternative Sites, Modifications or Mitigation).

Part VII: In computing the "Total Site Assessment Points" where a State or local site assessment is used and the total maximum number of points is other than 160, convert the site assessment points to a base of 160.

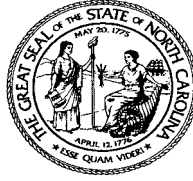
Example: if the Site Assessment maximum is 200 points, and the alternative Site "A" is rated 180 points:

$$\frac{\text{Total points assigned Site A}}{\text{Maximum points possible}} = \frac{180}{200} \times 160 = 144 \text{ points for Site A}$$

For assistance in completing this form or FPPA process, contact the local NRCS Field Office or USDA Service Center.

NRCS employees, consult the FPPA Manual and/or policy for additional instructions to complete the AD-1006 form.

National Historic Preservation Act (Section 106) NC SHPO Coordination



**North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper

Secretary D. Reid Wilson

January 28, 2021

Jamey O'Shaughnessey
Eco Terra Management, LLC
1117 Peachtree Walk Northeast, Suite 126
Atlanta, Georgia 30309

jamey@ecoterra.com

Re: Kingfield buffer mitigation site, Kingfield Road, Trenton, Jones County, ER 21-0145

Dear Ms. O'Shaughnessey:

Thank you for your email of December 24, 2020, regarding the above-referenced undertaking. We have reviewed the submittal and offer the following comments.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we have no comment on the project as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Gledhill-Earley, environmental review coordinator, at 919-814-6579 or environmental.review@ncdcr.gov. In all future communication concerning this project, please cite the above referenced tracking number.

Sincerely,

A handwritten signature in blue ink that reads "Renee Gledhill-Earley".

for Ramona Bartos, Deputy
State Historic Preservation Officer

Uniform Relocation Assistance and Real
Property Acquisition Polices Act (Uniform
Act)



March 8, 2021

Elvin J. Lee Jr.
PO Box 213
Trenton, NC 28585

Re: Kingfield Buffer Mitigation Site: Division of Mitigation Services Project in Jones County

Dear Elvin,

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Buyer hereby notifies Seller that: (i) Buyer believes that the fair market value of the Mitigation Values of the Mitigation Property is an amount equal to the Purchase Price; and (ii) Buyer does not have the power of eminent domain.

The purpose of this letter is to notify you that Eco Terra Partners, LLC and The State of North Carolina, in offering to purchase your property in Jones county, North Carolina, does not have the power to acquire it by eminent domain. Also, Eco Terra Partners, LLC's offer to purchase your property is based on what we believe to be its fair market value.

Sincerely,

Jamey O'Shaughnessey

Assistant Project Manager
Jamey@ecoterra.com
W: 984-222-5116



March 8, 2021

Elvin J. Lee III
PO Box 213
Trenton, NC 28585

Re: Kingfield Buffer Mitigation Site: Division of Mitigation Services Project in Jones County

Dear James,

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Buyer hereby notifies Seller that: (i) Buyer believes that the fair market value of the Mitigation Values of the Mitigation Property is an amount equal to the Purchase Price; and (ii) Buyer does not have the power of eminent domain.

The purpose of this letter is to notify you that Eco Terra Partners, LLC and The State of North Carolina, in offering to purchase your property in Jones county, North Carolina, does not have the power to acquire it by eminent domain. Also, Eco Terra Partners, LLC's offer to purchase your property is based on what we believe to be its fair market value.

Sincerely,

Jamey O'Shaughnessey

Assistant Project Manager
Jamey@ecoterra.com
W: 984-222-5116