

NORTH CAROLINA
MECKLENBURG COUNTY

ATTACHMENT TO PERMIT
MODIFICATION AID 199504596

4/6/99

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

REIMBURSEMENT AGREEMENT

AND

PROJECT: R-2123 AC, BB, CC

NORTH CAROLINA WILDLIFE
RESOURCES COMMISSION

THIS AGREEMENT, made and entered into this the 23rd day of April, 1999, between the DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter referred to as DOT, and the NORTH CAROLINA WILDLIFE RESOURCES COMMISSION, hereinafter referred to as WRC;

WITNESSETH:

WHEREAS, DOT has prepared and adopted plans to make certain highway constructions and improvements under Project R-2123 AC, BB, CC, Mecklenburg County, said plan consisting of the construction of the I-485 (Charlotte Outer Loop) from south of NC 218 to north of NC 51 (R-2123 AC); from south of SR 2808 (Camp Stewart Road) to south of SR 2802 (Rocky River Church Road) (R-2123 BB); and from south of SR 2802 (Rocky River Church Road) to NC 49 (the Project); and,

WHEREAS, the U. S. Army Corps of Engineers, hereinafter referred to as COE, and other resource agencies have expressed concern regarding the expected primary and secondary impacts on streams and tributaries due to channel relocations and culvert installations associated with the construction of said Project; and,

WHEREAS, DOT has agreed to perform certain stream enhancement mitigation at a 1:1 and/or 2:1 ratio to address these concerns and meet the permitting requirements for the construction of Project R-2123 AC, BB, CC; and,

WHEREAS, DOT has requested WRC to undertake the planning and implementation of the agreed to off-site stream enhancement mitigation that cannot be provided at any other approved DOT mitigation site; and,

WHEREAS, WRC has agreed to perform said mitigation subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. WRC shall be responsible for developing a mitigation plan for 3194 linear feet of off-site stream enhancement mitigation for impacts associated with the construction of the Project. Streams selected shall be in Goose Creek River Basin located in the Yadkin River Basin. Typical enhancement measures may include, but not be limited to, stream bank stabilization and/or re-vegetation, installation of fish habitat structures, fish stocking, and fencing livestock out of the stream or constructing managed livestock watering facilities. Said plan shall be reviewed and approved by the COE. All work shall be in accordance with DOT's policy and procedures and subject to DOT's review and approval.
2. DOT shall be responsible for purchasing and obtaining all easements or sites needed to implement the approved mitigation plan at the required ratios. WRC

shall help identify the preferred mitigation areas but shall not be involved in securing said easements.

3. WRC shall be responsible for all physical stream restoration activities as set out in the approved mitigation plan. All work shall be subject to the review and approval of DOT and comply with federal and state guidelines and procedures.
4. WRC shall complete work set forth in this Agreement within five (5) years from the date of execution of this Agreement or within three (3) years of the date of receipt of the easement, whichever is later. In the event DOT needs an extended period of time to obtain the necessary easements, the period of time for WRC to perform the mitigation tasks shall be adjusted.
5. DOT shall pay WRC for said mitigation work as set out above at the rate of fifty dollars (\$50.00) per linear foot of stream restored up to a maximum amount of \$159,700 (3194 linear feet). Reimbursement to WRC shall be made in two (2) payments. The first payment of \$79,850 shall be made upon execution of this agreement and within 30 days of receipt of an invoice from WRC. The final payment of \$79,850 shall be made upon completion of 3194 linear feet of restoration, and acceptance of the project as complete by DOT. Reimbursements for each installment shall be made upon receipt of an invoice and appropriate documentation from the WRC, and approval of said invoice and documentation by DOT's Manager of the Project Development and Environmental Analysis Branch and the Fiscal Section. A final invoice must be submitted within one (1) year of completion of said work.

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6. WRC shall maintain all books, documents, papers accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, WRC shall make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the DOT's Fiscal Section.

7. WRC shall be responsible for meeting the established success criteria of the mitigation plan. DOT shall be responsible for all costs associated with any required maintenance for a period of five (5) years after completion of the work on a costs plus basis. WRC will be responsible for required maintenance for an additional ten (10) years after completion of this project.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate,
the day and year heretofore set out, on the part of DOT and WRC by authority duly
given.

WITNESS:

BY: *Ard A. Harris*
Title: *Chief, Inland Fisheries*

NORTH CAROLINA WILDLIFE
RESOURCES COMMISSION

BY: *Charles R. Fullwood*
Title: *Exec. Director*

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

BY: *L. H. Anderson*
STATE HIGHWAY
ADMINISTRATOR

APPROVED AS TO FORM

BY: *[Signature]*
ASSISTANT ATTORNEY GENERAL