

**AGREEMENT TO ESTABLISH THE CROATAN WETLAND MITIGATION BANK  
IN CRAVEN COUNTY, NORTH CAROLINA**

This Mitigation Banking Instrument (MBI) is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2003, by the North Carolina Department of Transportation, hereinafter Sponsor, and the U. S. Army Corps of Engineers (Corps), and each of the following agencies, upon its execution of this MBI, the Environmental Protection Agency (EPA), the U.S. Fish and Wildlife Service (FWS), the National Marine Fisheries Service (NMFS), the North Carolina Wildlife Resources Commission (NCWRC), the North Carolina Division of Coastal Management (NCDCM), and the North Carolina Division of Water Quality (NCDWQ). The Corps, together with the State and Federal agencies that execute this MBI, are hereinafter collectively referred to as the Mitigation Bank Review Team (MBRT).

WHEREAS the purpose of this agreement is to establish a mitigation bank (Croatan Wetland Mitigation Bank) that provides compensatory mitigation for unavoidable wetland impacts separately authorized by Section 404 Clean Water Act permits in appropriate circumstances; and

WHEREAS the Sponsor is the record owner of that certain parcel of land containing approximately 4,034.6 acres located in Craven County, North Carolina, described in the Croatan Wetland Mitigation Bank Mitigation Plan, and as shown on the attached survey (Property).

WHEREAS the agencies comprising the Mitigation Bank Review Team agree that the Bank site is a suitable mitigation bank site, and that implementation of the Mitigation Plan is likely to result in net gains in wetland functions at the Bank site, and have therefore approved the Mitigation Plan;

THEREFORE, it is mutually agreed among the parties to this agreement that the following provisions are adopted and will be implemented upon signature of this MBI.

**General Provisions**

1. The goal of the Bank is to restore, enhance and preserve riverine and nonriverine wetland systems and their functions and values to compensate in appropriate circumstances for unavoidable wetland impacts authorized by Section 404 of the Clean Water Act permits in circumstances deemed appropriate by the Corps after consultation, through the permit review process, with members of the MBRT.

2. Use of credits from the Bank to offset wetland impacts authorized by Clean Water Act permits must be in compliance with the Clean Water Act and implementing regulations, including but not limited to the 404(b)(1) Guidelines, the National Environmental Policy Act, and all other applicable Federal and State legislation, rules and regulations. This agreement has been drafted following the guidelines set forth in the proposed "Federal Guidance for the Establishment, Use and the Operation of Mitigation Banks," 60 Fed. Reg. 58605, November 28, 1995 (Guidance).

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ENHANCEMENT PROGRAM

3. The MBRT shall be chaired by the representative of the U.S. Army Corps of Engineers, Wilmington District. The MBRT shall review monitoring and accounting reports as described below. In addition, the MBRT will review proposals for remedial actions proposed by the Sponsor, or any of the agencies represented on the MBRT. The MBRT's role and responsibilities are more fully set forth in Sections II. C. 3 and 6 of the Guidance. The MBRT will work to reach consensus on its actions.

4. The Corps, after consultation with the appropriate Federal and State review agencies through the permit review process, shall make final decisions concerning the amount and type of compensatory mitigation to be required for unavoidable, permitted wetland impacts, and whether or not the use of credits from the Bank is appropriate to offset those impacts. In the case of permit applications and compensatory mitigation required solely under the Section 401 Water Quality Certification rules of North Carolina, the N.C. Division of Water Quality (NCDWQ) will determine the amount of credits that can be withdrawn from the Bank.

5. The parties to this agreement understand that, where practicable, on-site, in-kind compensatory mitigation is preferred, unless use of the Bank is determined by the Corps to be environmentally preferable.

#### Mitigation Plan

6. The Bank site consists of predominantly nonriverine flats and depressions on the boundary of the Neuse and White Oak River Basins. Other than approximately 179 acres associated with East Prong Brice Creek and tributary, these inter-stream divide wetlands are not directly associated with tributary floodplains. Similar wetlands are distributed throughout the Lower Coastal Plain of North Carolina comprising an eco-region with similar parent material, climate, soils, faunal, and vegetation patterns. A more detailed description of the baseline conditions on the site is contained in the Mitigation Plan, Section 3.0.

7. The Sponsor will perform work described in Section 5.0 of the Mitigation Plan, including planting, hydrologic and soil modifications. The purpose of the work, and the objective of the Bank, is to restore 1435.2 acres of nonriverine wetlands and 49.6 acres of riverine wetlands, to enhance 1983.8 acres of existing nonriverine wetlands and 91.6 acres of existing riverine wetlands, and to preserve 361 acres of nonriverine wetlands and 37.8 acres of riverine wetlands.

8. The Sponsors shall monitor the Bank Site as described in Section 7.0 of the Mitigation Plan, for a minimum of 5 years or until success criteria are met, whichever is longer. Hydrologic success criteria will include inundation or saturation within 30 cm (12 inches) of the surface for at least 12.5% of the growing season for mineral soils and 25% of the growing season for organic soils and riverine restoration/enhancement areas, and the hydroperiod for restoration areas shall be within 50% of reference saturation or inundation depth, duration and frequency for the first three monitoring years and shall be within 20% for years four and five. If the 50% and 20% goals are not attained, a site visit will be conducted by the MBRT to determine the viability of the site.

9. The Sponsor is responsible for assuring the success of the restoration, enhancement and preservation activities at the Bank Site, and for the overall operation and management of the Bank.

10. The Sponsor shall provide to each member of the MBRT the reports described in Section 7.4 of the Mitigation Plan.

11. The Corps shall review said reports, and may, at any time, after consultation with the Sponsor and the MBRT, direct the Sponsor to take remedial action at the Bank site. Remedial action required by the Corps shall be designed to achieve the success criteria referenced above. All remedial actions required under this paragraph shall include a work schedule and monitoring criteria that will take into account physical and climactic conditions.

12. The Sponsor shall implement any remedial measures required pursuant to paragraph 11, above.

13. In the event the Sponsor determines that remedial action may be necessary to achieve the required success criteria, it shall provide notice of such proposed remedial action to all members of the MBRT. No remedial actions shall be taken without the concurrence of the Corps, in consultation with the MBRT.

14. The members of the MBRT will be allowed reasonable access to the Property for the purposes of inspection of the Property and compliance monitoring of the Mitigation Plan.

#### Use of Mitigation Credits

15. The Geographical Service Area (GSA) is the designated area wherein a bank can reasonably be expected to provide appropriate compensation for impacts to wetland or other aquatic resources. The GSA for this Bank comprises Hydrologic Cataloging Unit 03020204 (corresponding to DWQ sub-basins 03-04-10 and 03-04-11). The Service Area includes the lower portion of the Neuse River Drainage Basin, including the Trent River watershed. Counties included within this Service Area include most of the southern and central portions of Craven County and northern Jones County, as well as portions of northern Carteret County, southern and western Pamlico County, northern Onslow County, and southern Lenoir County. Use of a Bank Site to compensate for impacts beyond the geographic service area may be considered by the Corps or the permitting agency on a case-by-case basis.

16. The Mitigation Plan is intended to result in the following forms, amounts and types, in acres (wetlands), of compensatory mitigation:

**Table 1. Wetland Mitigation Components for the CWMB.**

CWMB Component		Phase I (acres)	Phase II (acres)	Total (acres)
Nonriverine Wetlands	Restoration	311.6	1123.6	1435.2

	Enhancement	1026.9	956.9	1983.8
	Preservation	108.0	253.0	361.0
Riverine Wetlands	Restoration	0	49.6	49.6
	Enhancement	0	91.6	91.6
	Preservation	0	37.8	37.8
Non-credit Areas	Non-restorable	18.9	27.1	46.0
	Nonhydic Soil	3.9	25.7	29.6
Total		1469.3	2565.3	4034.6

17. Successful implementation of the Mitigation Plan will result in the establishment of the following number of mitigation credits categorized by form and type:

**Table 2. Wetland Credits Generated at the CWMB.**

	Nonriverine Wetland Credits			Riverine Wetland Credits			Total Phase Credits
	R	E	P	R	E	P	
Phase I	311.6	513.4	21.6	0	0	0	846.6
Phase II	1123.6	478.4	50.6	49.6	45.8	7.6	1755.6
Bank Total	1435.2	991.8	72.2	49.6	45.8	7.6	2602.2

18. It is anticipated by the parties to this agreement that use of mitigation credits shall be "in-kind;" that is, that nonriverine credits will be used to offset nonriverine impacts and riverine credits will be used to offset riverine impacts.

19. It is anticipated by the parties that in most cases in which the Corps, after consultation with the MBRT, has determined that mitigation credits from the Bank may be used to offset wetland impacts authorized by Section 404 permits, for every one acre of impacts, two credits will be debited from the Bank. One of those credits must be a restoration credit; the remaining credit will be made up of any combination of restoration, enhancement, creation or preservation credits, as selected by the Sponsor and approved by the Corps during its permit process. Deviations from this compensation ratio may be authorized by the Corps on a case-by-case basis where justified by considerations of functions of the wetlands impacted, the severity of the wetland impacts, whether the compensatory mitigation is in-kind, and the physical proximity of the wetland impacts to the Bank site, except that in all cases, a minimum of a one-to-one ratio of impact acres to restoration mitigation credits (acres) must be met.

20. Notwithstanding the above, all decisions concerning the appropriateness of using credits from the Bank to offset impacts to waters and wetlands, as well as all decisions concerning the amount and type of such credits to be used to offset wetland and water impacts authorized by Department of the Army permits, shall be made by the Corps of Engineers, pursuant to Section

404 of the Clean Water Act and implementing regulations and guidance, after notice of any proposed use of the Bank to the members of the MBRT, and consultation with the members of the MBRT concerning such use. Notice to and consultation with the members of the MBRT shall be through the permit review process.

21. Fifteen percent (15%) of the Bank's total restoration and enhancement credits shall be available for sale immediately upon completion of all of the following:

- a. Execution of this MBI by the Sponsor, the Corps, and other agencies eligible for membership in the MBRT who choose to execute this agreement;
- b. Approval of the final mitigation plan;
- c. Recordation of the preservation mechanism described in paragraph 24 of this MBI, as well as a title opinion covering the property acceptable to the Corps;

Additionally, the Sponsor must complete the initial physical and biological improvements to the bank site pursuant to the mitigation plan no later than the first full growing season following initial debiting of the Bank.

22. Subject to the Sponsor's continued satisfactory completion of all required success criteria and monitoring, additional restoration mitigation credits will be available for sale by the Sponsor on the following schedule for each phase:

**Table 3. Credit Release Schedule.**

Date (Anticipated)	Milestone Reached	Phased Release			
		Phase I		Phase II	
		Release	Cumulative	Release	Cumulative
February 2002	Execution of MBI, Approval of the Final Mitigation Plan, Recordation of the Preservation Mechanism	15%	15%	15%	15%
January 2003	First Year Monitoring Report (Phase I)	10%	25%	0%	15%
January 2004	Second Year Monitoring Report (Phase I); First Year Monitoring Report (Phase II)	10%	35%	10%	25%
January 2005	Third Year Monitoring Report (Phase I); Second Year Monitoring Report (Phase II)	10%	45%	10%	35%
January 2006	Fourth Year Monitoring Report (Phase I); Third Year Monitoring Report (Phase II)	15%	60%	10%	45%
January 2007	Fifth Year Monitoring Report (Phase I); Fourth Year Monitoring Report (Phase II)	15%	75%	15%	60%
January 2008	Fifth Year Monitoring Report (Phase II)	0%	75%	15%	75%
January 2008	Final Credit Release (Upon Final Approval of MBRT)	25%	100%	25%	100%

The above schedule applies only to the extent the Sponsor completes all construction as specified in the mitigation plan and documents acceptable survival and growth of planted vegetation, attainment of acceptable wetland/stream hydrology as described under the success criteria in the monitoring section of the mitigation plan. The final 25% of the Bank's restoration and preservation credits will be available for sale only upon a determination by the MBRT, after at least five years of monitoring, that the bank site meets the overall objectives and success criteria set forth in the mitigation plan.

23. The Sponsor shall develop accounting procedures acceptable to the MBRT for maintaining accurate records of debits made from the Bank. Such procedures shall include the generation of a report by the Sponsor showing credits used at the time they are debited from the Bank, which the Sponsor shall provide within 30 days of the debit to each member of the MBRT. In addition, the Sponsor shall prepare an annual report, on each anniversary of the date of execution of this agreement, showing all credits used, and the balance of credits remaining, to each member of the MBRT, until such time as all of the credits have been utilized, or this agreement is otherwise terminated. All reports shall identify credits debited and remaining by type of credit, and shall include for each reported debit the Corps Action ID number for the permit for which the credits were utilized.

#### **Property Disposition**

24. The Sponsor shall convey the property to the U. S. Forest Service, in form acceptable to the MBRT, sufficient to protect the Bank site in perpetuity. The Sponsor and the USFS shall enter into a Memorandum of Understanding (MOU), which shall be perpetual, and require that the USFS preserve all natural areas, and prohibit all use of the property inconsistent with its use as mitigation property, including any activity that would materially alter the biological integrity or functional and educational value of wetlands within the Bank site, consistent with the mitigation plan. The purpose of the MOU will be to assure that future use of the Bank site will result in the restoration, protection, maintenance and enhancement of wetland functions described in the mitigation plan. The Sponsor shall deliver a title opinion acceptable to the Corps covering the mitigation property. The property shall be free and clear of any encumbrances that would conflict with its use as mitigation, including, but not limited to, any liens that have priority over the recorded preservation mechanism.

#### **Financial Assurances**

25. The Bank Sponsor is a Department of the State of North Carolina. The Sponsor intends to use the credits generated by this bank only as compensation for unavoidable wetland and stream impacts authorized by Department of the Army and North Carolina DWQ certifications issued to the Sponsor. For these reasons, the Sponsor will not be required to provide financial assurances, with the understanding that all Department of the Army permits issued to the

Sponsor requiring use of this bank will also require the Sponsor, as permittee, to ensure that the mitigation bank is successful to the extent required to compensate for wetland and/or stream impacts authorized by each permit.

### Long-term Management

26. Bank Sponsor, NCDOT, presently owns the Site in fee and, as a condition of this MBI, will convey title to the Site to the U.S. Forest Service. Prior to conveying the Site to the Forest Service, however, the COE, NCDOT, and the Forest Service will execute a Memorandum of Understanding concerning the disposition and long-term management of the Site. Terms of the Memorandum of Understanding include the requirement that NCDOT implement the recommendations of the Mitigation Plan. To this effect, the deed of conveyance to the Forest Service from NCDOT shall have a restriction allowing NCDOT access to the Site at all times for the purpose of implementing, monitoring and maintaining the Site in a condition consistent with the Mitigation Plan. NCDOT is responsible for the mitigation success of the Site, including any remedial activities, and monitoring to ensure success criteria are met throughout the monitoring period. The Memorandum of Understanding also includes the requirement that the Forest Service allow for the long-term maintenance and preservation of the Site in its restored state in perpetuity.

### Miscellaneous

27. Any agency participant may terminate its participation in the MBRT with notice in writing to all other parties to this agreement. Termination shall be effective seven (7) days from placing said notices in the United States mail. Member withdrawal shall not affect any prior sale of credits and all remaining parties shall continue to implement and enforce the terms of this MBI. Except for termination as described above, this agreement may be modified only with the written agreement of all remaining parties to this agreement at the time of the modification.

28. Any delay or failure of Bank Sponsor shall not constitute a default hereunder if and to the extent that such delay or failure is primarily caused by any act, event or conditions beyond the Sponsor's reasonable control and significantly adversely affects its ability to perform its obligations hereunder including: (i) acts of God, lightning, earthquake, fire, landslide, drought, hurricane, storm, flood, or interference by third parties; (ii) condemnation or other taking by any governmental body; (iii) change in applicable law, regulation, rule, ordinance or permit condition, or the interpretation or enforcement thereof; (iv) any order, judgment, action or determination of any federal, state or local court, administrative agency or government body; or (v) the suspension or interruption of any permit, license, consent, authorization or approval. If the performance of the Bank Sponsor is affected by any such event, Bank Sponsor shall give written notice thereof to the MBRT as soon as is reasonably practicable. If such event occurs before the final availability of all credits for sale, the Sponsor shall take remedial action to restore the property to its condition prior to such event, in a manner sufficient to provide

adequate mitigation to cover credits that were sold prior to such delay or failure to compensate for impacts to waters, including wetlands, authorized by Department of the Army permits. Such remedial action shall be taken by the Sponsor only to the extent necessary and appropriate, as determined by the MBRT.

29. No third party shall be deemed a beneficiary hereof and no one except the signatories hereof, their successors and assigns, shall be entitled to seek enforcement hereof.

30. This MBI constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or undertakings.

31. In the event any one or more of the provisions contained in this MBI are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof, and this MBI shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

32. This MBI shall be governed by and construed in accordance with the laws of North Carolina and the United States as appropriate.

33. This MBI may be executed by the parties in any combination, in one or more counterparts, all of which together shall constitute but one and the same instrument.

34. The terms and conditions of this MBI shall be binding upon, and inure to the benefit of the parties hereto and their respective successors.

35. All notices and required reports shall be sent by regular mail to each of the parties at their respective addresses, provided below:

**Sponsor:** North Carolina Department of Transportation  
Mr. William D. Gilmore, P.E.  
Branch Manager, Project Development and Environmental Analysis  
1548 Mail Service Center  
Raleigh, NC 27699-1548

**Corps:**  
Mr. Michael F. Bell, P.W.S.  
U.S. Army Corps of Engineers  
Washington Regulatory Field Office  
Post Office Box 1000  
Washington, North Carolina 27889-1000

**EPA:**  
Ms. Kathy Matthews  
Wetlands Regulatory Section  
USEPA/EAB  
980 College Station Road  
Athens, Georgia 306053

**FWS:**  
Mr. Howard Hall  
U.S. Fish and Wildlife Service  
Fish and Wildlife Enhancement  
Post Office Box 33726  
Raleigh, North Carolina 27636-3726

**NMFS:**  
Mr. Ron Sechler  
National Marine Fisheries, NOAA  
Habitat Conservation Division  
101 Pivers Island Road  
Beaufort, North Carolina 28516

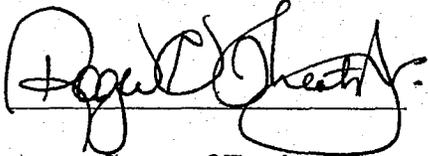
**NCWRC:**  
Mr. William Wescott  
NC Wildlife Resources Commission  
146 Chesterfield Drive  
Washington, North Carolina 27889

**NCDCM:**  
Ms. Kelly Williams, P.W.S.  
Wetland Restoration Specialist  
1638 Mail Service Center  
Raleigh, North Carolina 27699-1638

**NCDWQ:**  
Mr. Mac Haupt  
Division of Water Quality  
1617 Mail Service Center  
Raleigh, North Carolina 27699-1617

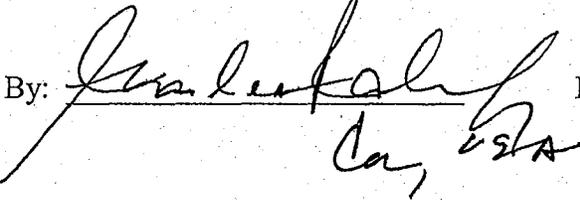
IN WITNESS WHEREOF, the parties hereto have executed this Agreement entitled "Agreement To Establish The Croatan Mitigation Bank In Craven County, North Carolina":

**Sponsor:**

By: 

Date: 9/5/2002

**U.S. Army Corps of Engineers:**

By:   
CA, USA

Date: 3/20/03

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement entitled  
"Agreement To Establish The Croatan Mitigation Bank In Craven County, North  
Carolina":**

**U.S. Environmental Protection Agency:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**U.S. Fish and Wildlife Service:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**National Marine Fisheries Service:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**N.C. Division of Water Quality:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**N.C. Wildlife Resources Commission:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**N.C. Division of Coastal Management:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **List of Appendices**

**Appendix A:** {Name of Bank} Final Mitigation Plan;

**Appendix B:** Property Survey and Legal Description;

**Appendix C:** Map – Geographic Service Area;

**Appendix D:** Construction Costs;

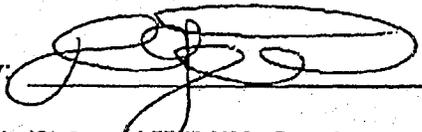
**Appendix E:** Maintenance and Monitoring Costs;

**Appendix F:** Form of Financial Assurance;

**Appendix G:** Form of Preservation Mechanism;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement entitled "Agreement To Establish The Croatan Mitigation Bank In Craven County, North Carolina":

U.S. Environmental Protection Agency:

By: 

Date: 4/25/02

U.S. Fish and Wildlife Service:

By: \_\_\_\_\_

Date: \_\_\_\_\_

National Marine Fisheries Service:

By: \_\_\_\_\_

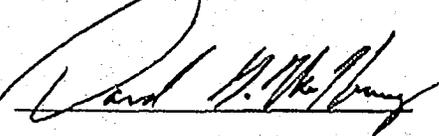
Date: \_\_\_\_\_

N.C. Division of Water Quality:

By: \_\_\_\_\_

Date: \_\_\_\_\_

N.C. Wildlife Resources Commission:

By: 

Date: 3-10-03

N.C. Division of Coastal Management:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement entitled "Agreement To Establish The Croatan Mitigation Bank In Craven County, North Carolina":**

**U.S. Environmental Protection Agency:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**U.S. Fish and Wildlife Service:**

By: Harold B. Padua

Date: 5-10-02

**National Marine Fisheries Service:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**N.C. Division of Water Quality:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**N.C. Wildlife Resources Commission:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**N.C. Division of Coastal Management:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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By: \_\_\_\_\_

Date: \_\_\_\_\_

**U.S. Fish and Wildlife Service:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**National Marine Fisheries Service:**

By: *Lon Sechler*

Date: 3/12/03

**N.C. Division of Water Quality:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**N.C. Wildlife Resources Commission:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**N.C. Division of Coastal Management:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

*based on the Final Mitigation Plan dated April 2002*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement entitled "Agreement To Establish The Croatan Mitigation Bank In Craven County, North Carolina":

**U.S. Environmental Protection Agency:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**U.S. Fish and Wildlife Service:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**National Marine Fisheries Service:**

By: *J.R. Dorsey*

Date: *2/20/03*

**N.C. Division of Water Quality:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**N.C. Wildlife Resources Commission:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

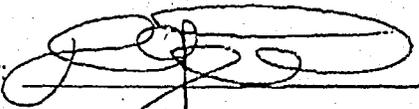
**N.C. Division of Coastal Management:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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By: 

Date: 4/25/02

U.S. Fish and Wildlife Service:

By: \_\_\_\_\_

Date: \_\_\_\_\_

National Marine Fisheries Service:

By: \_\_\_\_\_

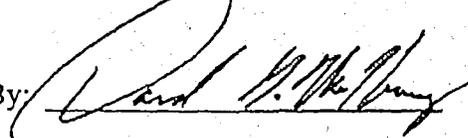
Date: \_\_\_\_\_

N.C. Division of Water Quality:

By: \_\_\_\_\_

Date: \_\_\_\_\_

N.C. Wildlife Resources Commission:

By: 

Date: 3-10-03

N.C. Division of Coastal Management:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement entitled  
"Agreement To Establish The Croatan Mitigation Bank In Craven County, North  
Carolina":**

**U.S. Environmental Protection Agency:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**U.S. Fish and Wildlife Service:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**National Marine Fisheries Service:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**N.C. Division of Water Quality:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**N.C. Wildlife Resources Commission:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**N.C. Division of Coastal Management:**

By: Donna D. Moffitt Date: 23 April 2002