APPENDIX D
REAL ESTATE PLAN

Tar Pamlico River Basin Flood Risk Management Integrated Feasibility Report and Environmental Assessment

JUNE 2024

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SECTION 1. THE REAL ESTATE PLAN

1.1 Statement of Purpose

The Real Estate Plan (REP) is intended to support the Tar Pamlico River Basin Flood Risk Management Integrated Feasibility Report and Environmental Assessment. The Real Estate Office is not familiar with the locations where project activities are proposed and has not visited the site. The North Carolina Department of Environmental Quality is the non-Federal sponsor (NFS) for the project. This report is tentative in nature, focused on Alternative 3B – Tar Pamlico River Basin, Raleigh, NC and is to be used for planning purposes only. All real estate requirements identified in this report are subject to change pending the completion of the final plans and specifications. As of the release date of the Tar Pamlico River Basin Integrated Flood Risk Management Report and Environmental Assessment, Real Estate coordination with the NFS is ongoing. A landowners meeting will be held at the point of implementation.

1.2 Study Authority

This feasibility study for Tar Pamlico was authorized by the House Committee on Transportation and Infrastructure Resolutions adopted April 11, 2000, and May 21, 2003. The study was included in the 2019 Additional Supplemental Appropriations for Disaster Relief Act (H.R. 2157).

1.3 Project Location

The current study area is comprised of river reaches along the mainstem of Tar River and its major tributaries in North Carolina, beginning just downstream of Greenville, NC. The study originally included the region of the Tar River near Washington, as well as the area along the Pamlico River immediately downstream of Washington (Figure 1.3.1). However, through the course of the study, the region near Washington was determined to be affected primarily by coastal flooding. As coastal flooding mitigation was beyond the scope and authority of the current study, the regions affected by coastal flooding were removed from consideration. The remaining study area includes portions of 3 counties as indicated in figure 1.3.2.

Communities within the Tar-Pamlico River Basin, North Carolina have a long history of flooding during major rainfall and hurricane events. Many communities within the basin have experienced major recurring flood events over the past 25 years associated with Hurricanes Fran (1996), Floyd (1999), and Matthew (2016)—each of which ranking among the most destructive storms in state history and representing among the top four floods of record for major population centers within the basin (NCEM and NCDOT, 2018). Recurring flooding within the basin results in considerable economic damages to homes, businesses, industry, and public infrastructure. For example, Hurricane Matthew is estimated to have caused over $110M in damage to residential, non-residential, and public structures (NCEM and NCDOT, 2018). Inundation of structures and roadways (i.e., reduced access to critical services and recovery aid, inundation of occupied vehicles) also results in increased life safety risks both during and following flood events.

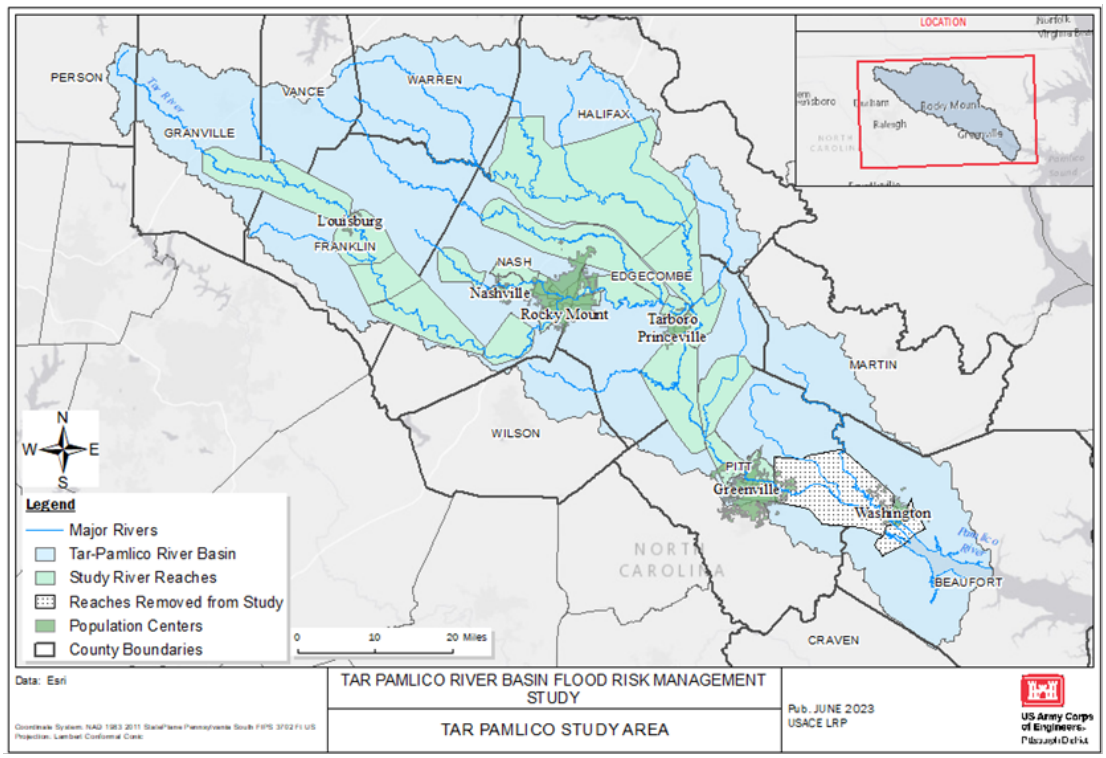

Figure 1.3.1 Location of the study area within North Carolina.

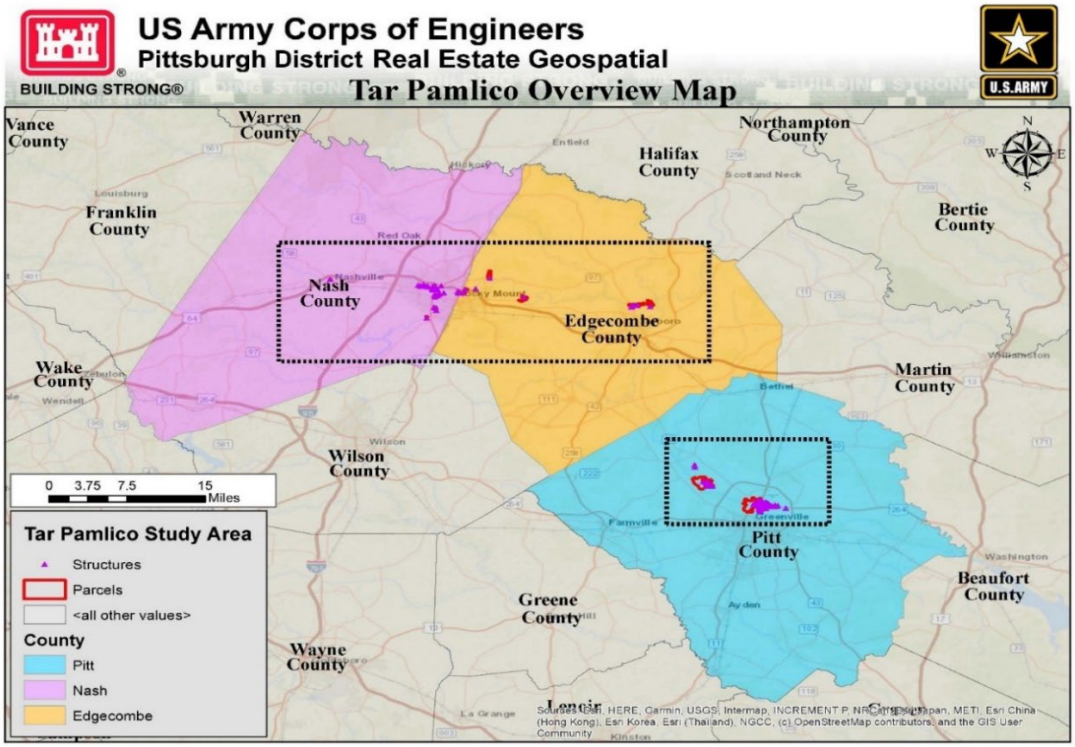

Figure 1.3.2 Project Vicinity/Location Map

1.4 Project Description

The final array of alternatives includes the following:

Alternative 1 - No Action: The No Action Alternative assumes no measures would be implemented by the federal government to achieve the planning objectives.

Alternative 3A - Maximum Net Economic Benefits / NED Plan: Alternative 3A includes elevation of 2 residential structures, elevation and flood venting of 1 residential structure, and dry floodproofing of 39 structures.

Alternative 3B - Comprehensive Benefits (CB) Plan: Alternative 3B includes elevation or floodproofing of 155 structures across 13 reaches (Figure 1.4.1), Alternative 3B specifically includes elevation of 35 structures, flood venting of 8 structures, elevation and flood venting of 18 structures, and dry floodproofing of 96 structures.

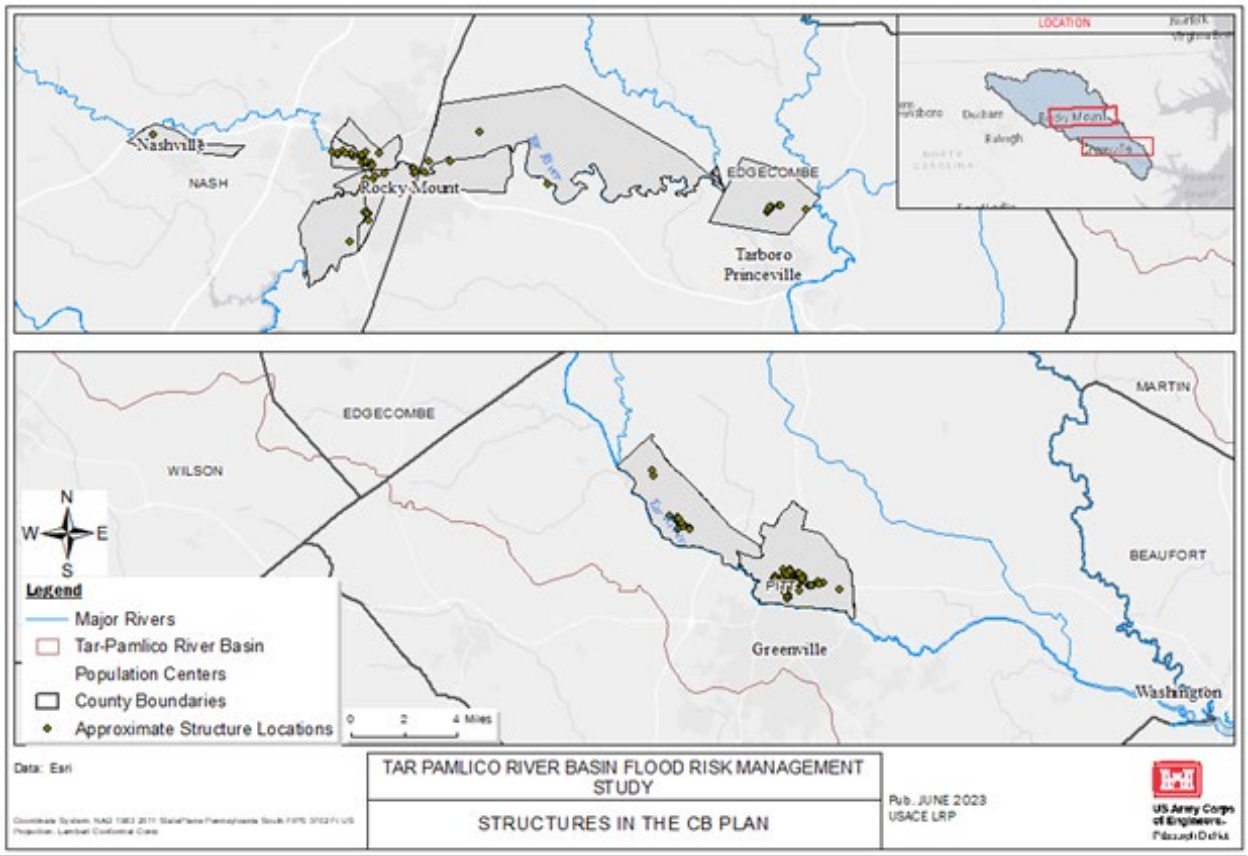

Figure 1.4.1. Approximate location of the 155 structures included in Alternative 3B for structure elevation or floodproofing.

Structure elevation consists of elevating a structure's habitable area above a specified flood elevation. The target elevation used for this study was the 1% AEP elevation plus two feet. Structures

can be elevated on piers or on an extended foundation—the latter also requires installation of flood vents. If a basement exists, it should be abandoned and filled (Figure 1.4.2).

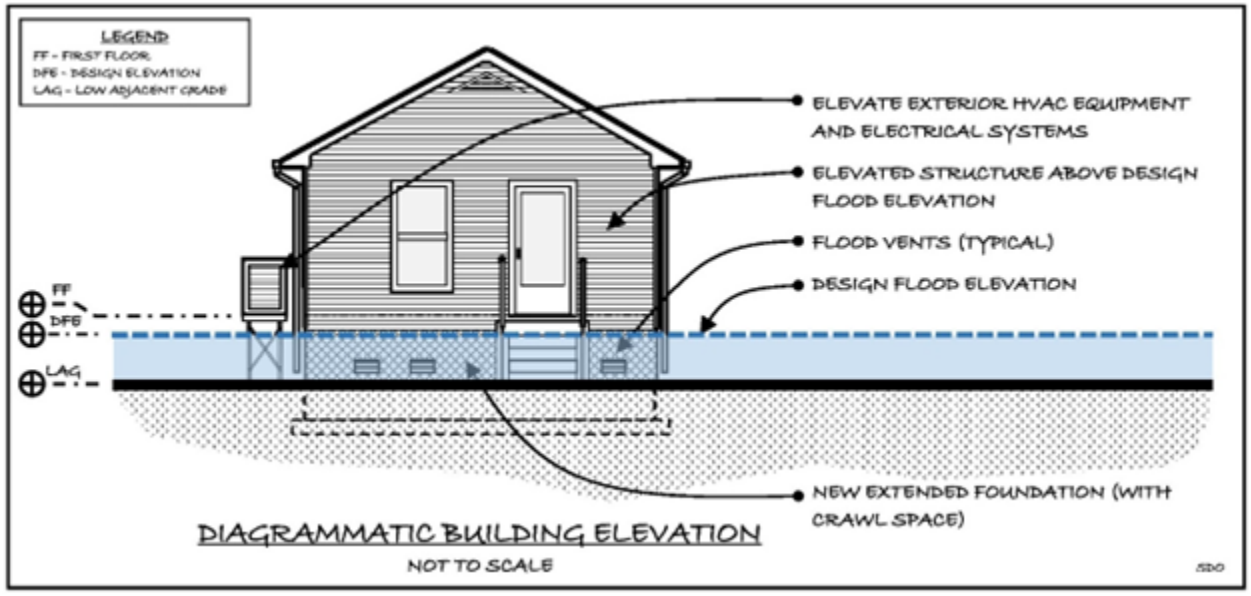

Figure 1.4.2. Diagrammatic building elevation (top) and example of an elevated house with flood vents (bottom).

Dry floodproofing consists of waterproofing the entire structure or portions of the structure. Structures can generally be dry floodproofed up to between 3 to 4 feet on the exterior walls. For this study, we assumed dry floodproofing to the 1% AEP flood elevation plus two feet or a maximum of four feet. Exterior walls would be floodproofed using waterproof membranes and protective veneer wall. A sump pump and drain system may be required as part of the project to remove seepage or interior drainage. Closure panels are required for all openings (Figure 1.4.3).

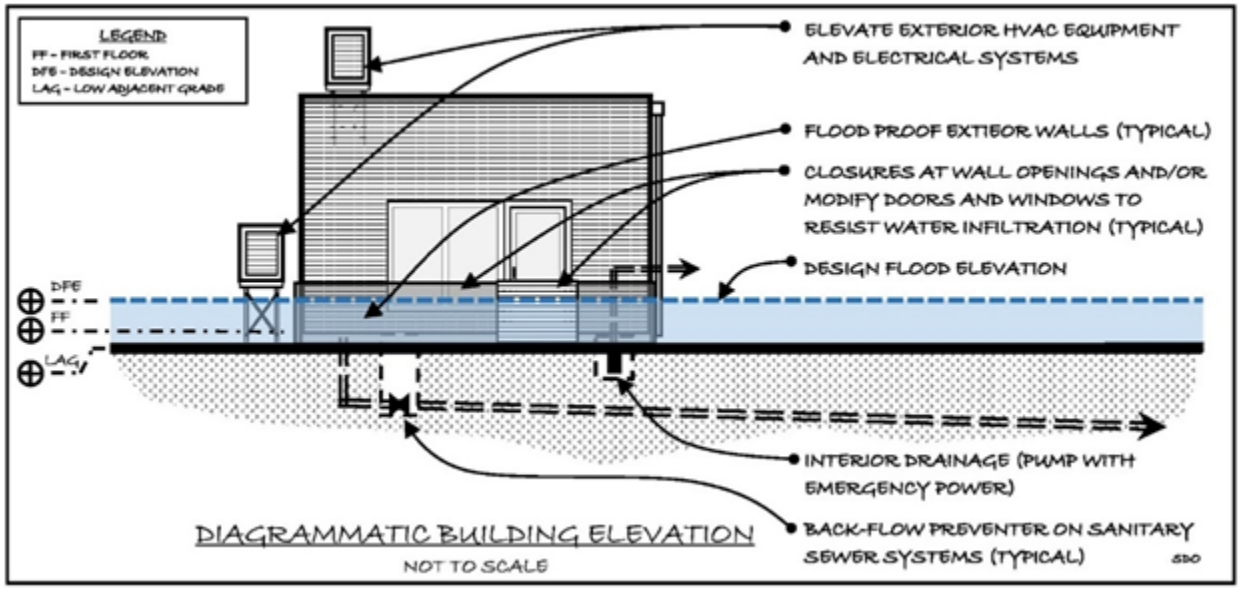

Figure 1.4.3. Dry floodproofing diagrammatic drawing (top) and example (bottom)

The focus of this REP is Alternative 3B, which was identified as the tentatively selected plan (Figure 1.4.1). The TSP has positive net economic benefits and maximizes benefits within the regional economic development and other social effects accounts. The TSP also maximizes, to the extent practicable, flood risk reduction benefits within vulnerable populations, including individuals living in poverty and minority populations.

Ground disturbing activities associated with any dry floodproofing measures would be limited to the following two work items:

1. Installation of backflow non-return valves in the sewer system. This activity would involve excavation of a section of the sewer line at each building. The excavation would be limited in scope, currently estimated at 5 to 10 linear feet by 3 to 6 feet in depth per structure. Limited erosion control measures would be needed, to include use of a silt fence, temporary seeding and mulching, and permanent seeding and mulching.

2. Raising of external mechanical equipment such as HVAC units. This activity would require minor excavation to install concrete footings to support a platform for the mechanical equipment.

1.5 Real Estate Requirements

In order for USACE to determine if a structure is eligible for the project, the owner must grant a standard Right-of-Entry for Survey and Exploration to USACE. Once a structure is deemed eligible, the NFS and the landowner would execute a Nonstructural Floodproofing Agreement (the "Floodproofing Agreement"). A template of the Floodproofing Agreement is attached as Exhibit A. The process for determining a structure's eligibility is discussed in more detail in the Implementation Plan found at Appendix I of the main report.

The purpose of the Floodproofing Agreement is two-fold: to serve as a contract between the property owner and the NFS, and to restrict future development of the site below a stated elevation. Nonstructural floodproofing measures will be offered to owners of eligible structures on a voluntary basis. Preliminary investigations by USACE Office of Counsel indicate that the proposed floodproofing agreements are enforceable in their respective counties.

Temporary work area easements are not anticipated to be required based on the piecemeal nature of the proposed work. The boundaries required for all staging, stockpiling, fill material placement, and temporary work areas for project construction will be the landowner property boundaries in most cases. If neighborhoods choose to participate and coordinate on a larger scale, temporary work area easements could later be considered on a case-by-case basis. The general locations and extent of potential temporary work areas will be identified during the next phase of the feasibility study to support feasibility-level design and the implementation plan, but the temporary work areas will not include specific properties. Therefore, acquisition costs for Temporary Work Area Easements are not calculated for this report. Participation in this program is entirely voluntary.

Structures identified for inclusion within the voluntary program will be floodproofed only with the owner's consent. Where owners are willing to participate but their structures do not meet the program criteria, owners will be afforded the opportunity to cure any defect in the structure, if a cure is possible. Otherwise, applications for ineligible structures will be denied. Owners of identified structures will have one (1) year from the commencement of the project to initiate participation via a floodproofing agreement. Public outreach efforts will be taken on behalf of the NFS to inform each eligible party to include letters mailed to each potential participant.

Property owners must meet the following conditions and requirements in order to participate in the program:

- Owner is willing to participate in the nonstructural program and execute a Floodproofing Agreement containing a restrictive covenant limiting development of the property below the determined elevation.
- The executed Floodproofing Agreement will be recorded in the local records and run with the title to the land in perpetuity.
- Structure is safe, decent and in a sanitary condition.
- Owner possesses marketable title to the property.
- Structure and appurtenant land are not contaminated with hazardous, toxic or radioactive waste or materials.
- Owner does not owe delinquent taxes or other debts to any state or local government entity or to the Federal Government.
- Owner has not previously received any disaster assistance for the elevation of the

structure.

- Property owner is willing to expend costs that may be necessary in connection with the floodproofing of the structure which are not eligible costs covered by the program (i.e., temporary housing during construction).
- Eminent domain authority will not be used to require landowners to participate in the program.
- Tenants who reside in structures to be elevated may be eligible for certain benefits in the accordance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. See 49 C.F.R. 24.2 (a)(9)(ii)(D) for additional details. Any costs for floodproofing are not included in real estate costs other than the Federal and non-federal incidental costs.
- Where owners of eligible properties elect to participate in the Project, the following process shall be implemented:
    - Property owner delivers a completed application for floodproofing to the NFS. The application must be signed by all owners and lienholders of the property and structure;
    - NFS shall ensure property meets all eligibility criteria;
    - Property owner shall submit to the NFS proof of ownership;
    - NFS shall conduct a title search to verify marketable title;
    - NFS shall conduct a Phase I HTRW/asbestos investigation. Per the Non Structural Implementation Plan, an asbestos investigation will be conducted to confirm the absence of HTRW and damaged or friable asbestos or asbestos-containing materials. Asbestos, if found, will be dealt with by the contractor on a case by case basis in accordance with applicable state and local laws, including handling and proper disposal. HTRW and CERCLA concerns, if discovered during PED, must be dealt with by the property owner before nonstructural flood risk mitigation measures are implemented.
    - Floodproofing Agreement is executed by property owner and NFS and recorded with the appropriate County clerk.
    - Floodproofing of structure is completed.

Alternative 3B was selected as the tentatively selected plan (TSP) since it maximizes benefits across all four accounts (i.e., NED, RED, OSE, and EQ).

Reference:

Integrated Feasibility Report and Environmental Assessment

In accordance with USACE Policy Directive, Comprehensive Documentation of Benefits in Decision Document, dated January 5, 2021, Alternative 3 (Nonstructural) was reformulated such that the final array included both a plan that maximizes net national economic development (NED) benefits and a plan that maximizes net total benefits across all benefits categories [i.e., NED, regional economic development (RED), other social effects (OSE), and environmental quality (EQ)]

Alternative 3A has the greatest net economic benefits ($1,093,000) and BCR (2.43) and, thus, represents the NED Plan. Although Alternative 3A represents the NED plan, Alternative 3B represents the plan that reasonably maximizes benefits across all four accounts (i.e., NED, RED, OSE, and EQ). Therefore, Alternative 3B was selected as the tentatively selected plan (TSP). The additional increment in study cost between Alternative 3A and 3B is primarily justified based on the OSE account due to the benefits associated with environmental justice.

1.6 Utility/Facility Relocation

No utilities or facilities will need to be relocated as a part of this project. Two public facilities, a lift station and an electrical substation, were identified for possible floodproofing. However, during the writing of this report, it was discovered that they have already been floodproofed. If these facilities are nonetheless determined to be eligible for inclusion in the project, a relocation agreement would be needed to proceed.

1.7 Existing Projects

The Princeville, NC Flood Risk Management study and associated Chief's Report recommends modifications to an existing levee system to further reduce flood risk within the Town of Princeville (USACE Wilmington District, 2016). The Princeville, NC flood risk management study is the only known Federal Project in the area. The project discussed in the Tar-Pamlico Integrated Flood Risk Management Report and Environmental Assessment will not have any effect on the existing levee system in Princeville, or to the changes proposed as part of the Princeville, NC Flood Risk Management study.

1.8 Project Sponsor Responsibilities and Capabilities

As referenced in Section 1.5, the NFS will be required to obtain a Nonstructural Floodproofing Agreement from all landowners deemed eligible for and participating in the proposed project. Prior to construction, the NFS will provide USACE with an Authorization for Entry and Construction shown in section 1.20.

The Assessment of Non-Federal Sponsor's Real Estate Capability is attached as Exhibit B. The assessment evaluates the Non Federal Sponsor's capability to complete the tasks of the project. It determines if the NFS has the legal authority to hold and acquire property if needed and has the in-house resources to carry out the tasks or the ability to contract out for the services.

1.9 Government Owned Property

No construction is proposed on Government owned property.

1.10 Historical Significance

A programmatic agreement will be executed with the NC State Historic Preservation Office, which will require that a full cultural resources survey and assessment of potential historic properties be completed during the PED phase. A draft of the programmatic agreement can be found in Appendix E of this report.

1.11 Mineral and Timber Rights

Based on the type of work being proposed, the project will not impact existing mineral or timber rights.

1.12 Hazardous, Toxic, and Radioactive Waste (HTRW)

Individual environmental site inspections have not been made for each of the 155 structures identified

for floodproofing/elevation under Alternative 3B at this stage, and thus concerns associated with HTRW are not specifically known for each structure. Phase 1 Environmental Site Assessments that would be needed prior to structural elevation and floodproofing of individual structures as part of the draft Recommended Plan will be completed by the non-Federal sponsor during the PED phase. Based on a preliminary review of federal and state agency databases which track and compile information on contaminated sites, it is unlikely that HTRW will pose a considerable risk in implementing the Recommended Plan (see section 4.2 in the Tar-Pamlico River Basin Flood Risk Management Integrated Feasibility Report and Environmental Assessment for more information).

1.13 Navigation Servitude

The use of Navigational Servitude does not apply to this project as the project involves floodproofing and no acquisition of land near the waterways.

1.14 Zoning Ordinances

Zoning ordinances are not of issue with this project. The project involves nonstructural solutions that will not affect the current use of the properties being protected.

1.15 Induced Flooding

The TSP consists entirely of nonstructural measures, which will not result in any changes to hydraulics within the study area. Thus, there will be no induced flooding as a result of the proposed project.

1.16 Mitigation

Nonstructural measures in the TSP, including structure elevation and floodproofing, will not result in significant impacts to environmental resources that would necessitate mitigation. Thus, mitigation, monitoring, or adaptive management will not be required for implementation of the proposed action. Should the need for mitigation be revised during the design phase, a Mitigation Plan will be prepared, and all required real estate interests will be addressed at that time.

1.17 Public Law 91-646, Relocation Assistance Benefits

Property owners under voluntary programs are generally not considered “displaced” persons. Further, the project will not result in any permanent displacements. However, options to cover the costs of temporary displacements, including if necessary for health and safety reasons during construction, are being considered per a supplement to 49 CFR Part 24, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs”. For project planning purposes, it is estimated that the project may displace up to 155 tenants who live and or operate businesses within the proposed locations where project activities are proposed and structure owners voluntarily agree to participate. Residential, commercial, and industrial tenants may require varying levels of relocation benefits during construction. Due to the uncertainty surrounding relocation benefits, the REP includes and estimate of $20,000 per structure in relocation benefits. Pending USACE guidance on nonstructural relocations can offer additional direction and adjusted estimates when available.

1.18 Attitude of Property Owners

As of the release date of the draft report, the attitude of the owners is unknown. A landowners meeting is required and will be held at the point of project implementation. Wilmington District will be responsible for coordinating this meeting. It is anticipated that most of the owners will support the proposed project as the project will reduce the damages to their structures caused by flooding.

1.19 Acquisition Schedule

It is anticipated that the construction of this project will be done in phases. Prior to the release of the final report and after consulting with the NFS, a detailed project schedule will be developed.

Task	Length of Task
Real Estate Administration	60 *Days*
Survey Land Acquisition	*NA*
Prepare Segment Map	*NA*
Prepare Legal Descriptions	*NA*
Order Title	*TBD*
Appraisals and Appraisal Reviews	*NA*
Negotiation of Land Purchase	*NA*
Condemnation Package (if necessary)	*NA*
DOJ Review and Condemnation (if necessary)	*NA*
LERRDS Crediting	*30 Days*
Certify Real Estate	*60 Days*

The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor. Project design and implementation costs are shared 65 percent federal and 35 percent nonfederal. The NFS is required to provide all LERRDs.

The PDT anticipates a high probably that no acquisition will be necessary due to the 100% non-structural and voluntary plan. However, there may be unusual circumstances in which “friendly condemnation” or assistance with title issues may arise in which the NFS can assist. LRP communicated about the potential need for acquisition authority to the Wilmington District (SAW). SAW will engage with the NFS to implement the project. A risk letter has been sent to the NFS that outlines risk elements associated with acquiring lands.

1.20 Recommended Estates and Right of Entry

The following right of entry is recommended for the project. Should the need for a non-standard estate be identified during the design of the project, the estate will be drafted by the District and forwarded through Division to Headquarters for approval prior to completion of design. For the right of entry, Eng Form 1258-R will be used for the project.

Model Format for ROE for Survey and Exploration (Civil Works)

DEPARTMENT OF THE ARMY
ROE FOR SURVEY AND EXPLORATION

_____ _____
Project, Installation, or Activity (Tract Number or Other Property Identification)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of ( ) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of
County of , and is described as follows:

WITNESSES MY HAND AND SEAL this day of , 20

(SEAL) _____

(SEAL) _____

UNITED STATES OF AMERICA
BY _____
(Title)

ENG FORM 1258-R 19 May 2003

[Type text]
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1.21 Real Estate Cost Estimate

Reference:
Integrated Feasibility Report and Environmental Assessment 6.4

The estimated real estate cost for the project was prepared without consulting with the NFS. Costs shown are the estimated costs of performing all NFS responsibilities described in the implementation plan as well as any tenant relocation assistance required by P.L. 91-646, if any. There were no costs

included for acquisition of lands or improvements as there is no anticipated need for temporary easements.

The total cost for LERRDs associated with Alternative 3B is $5,495,000, which includes all estimated costs of performing all responsibilities described in the implementation plan, as well as any tenant relocation assistance required by Public Law 91-646. Specifically, these costs include $3,100,000 in tenant temporary relocations, $775,000 in relocation administration, $520,999.95 in federal reviews, and $1,085,000 in contingency.
In the Preconstruction Engineering and Design Phase, all willing property owners will be asked to grant a standard right-of-entry for survey and exploration to USACE and the nonfederal sponsor to enter upon the property to conduct property and structural investigations deemed necessary to determine final eligibility for participation. These investigations may include structural inspections, surveys, limited environmental testing and site assessments, verifying current structure elevation and determining elevation requirements, and conducting such other activities deemed necessary by USACE and the nonfederal sponsor to make a final determination of a structure's eligibility.

Once the structure has been determined eligible and prior to construction, the landowner will be required to execute a Nonstructural Floodproofing Agreement with the nonfederal sponsor. The agreements will be recorded in the local records and will include a restriction of future construction on the site below a stated elevation as well as holding and saving the nonfederal sponsor and the federal government harmless from any damages or injuries resulting either directly or indirectly from any structure elevation or floodproofing work conducted on the property.
Eminent domain authority will not be used to require landowners in this category to participate in the program; however, tenants who reside in structures to be elevated may be eligible for certain benefits in the accordance with Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs of 1970**.**

Table 1.20-1 Real Estate Cost Estimate of Project Implementation

P. L. 91- 646	Tasks	Units	Federal Cost	Sponsor Cost		Total Cost
	Tenant Temp Relocations	155		$ 20,000		$ 3,100,000
	NFS Relocations Admin	155		$ 5,000		$ 775,000
	Fed Review	155	$ 3361.29			$ 520,999.95
	25% contingencies					$ 1,099,000
TOTAL						**$ 5,494,999.95 (rounded to 5,495,000.00)**

1.22 Other Relevant Real Estate Issues

This REP is based on information available at the date of this report and is tentative in nature. If there are any other changes to the scope of the project, the REP will be revised and updated accordingly. If the project is not funded within a reasonable time there will be increased costs. Risks include starting

the project in a timely matter and completing the project under the costs projected as labor and materials. Supply chains are constantly changing and is a risk that needs to be considered in the floodproofing process. Any disposal material that is not reused or discarded will be disposed of at a properly permitted, commercially available disposal facility. Consistent with the foregoing, it is recommended that this REP be approved.

This Real Estate Appendix has been prepared in accordance with policy and guidance set forth in ER 405-1-12, Chapter 12, Real Estate Planning and Acquisition Responsibilities for Civil Works Projects.

Reviewed by:

Ken L. Lieu 2024.07.22 10:10:01 -04'00' 2024.002.20759

Ken Lieu
Chief, Real Estate
Pittsburgh District

Exhibits

Exhibit A – Example of Nonstructural Floodproofing Agreement
Exhibit B – Assessment of Non-Federal Sponsor's Real Estate Acquisition Capability
Exhibit C – Maps
Exhibit D – Map Structure Matrix
Exhibit E – Historic Programmatic Agreement

Exhibit A

Example of
Nonstructural Floodproofing Agreement

TRACT NO. [TRACT]
NEUSE RIVER BASIN
NONSTRUCTURAL FLOODPROOFING AGREEMENT

WHEREAS, pursuant to Public Law 96-367, as amended, and pursuant to the provisions of the Project Partnership Agreement (hereinafter referred to as the "PPA") dated [DATE] between the United States of America (hereinafter sometimes referred to as the "Government") and the North Carolina Department of Environmental Quality (hereinafter sometimes referred to as the "NCDEQ"), NCDEQ has undertaken the implementation of the Neuse River Nonstructural Floodproofing Project (hereinafter sometimes referred to as the "Project");

WHEREAS, implementation of the Project includes, inter alia, the floodproofing of certain structures so that the habitable floors thereof are raised to levels or protected by other means in such a manner which will protect the structures from certain flooding to the greater extent practicable by allowing the free movement of floodwater beneath and around the structures;

WHEREAS, [PROPERTY OWNER]; (hereinafter sometimes referred to as the "Owner"), is the Owner of a certain parcel of land identified by the NCDEQ as Tract No. [TRACT], and being the same land as that described in a deed from [ACQURIING TRANSACTION DESCRIPTION], which existing structure can and shall be floodproofed in compliance with this agreement and;

WHEREAS, it is the desire of the Owner to participate in and receive the benefits of the Project;

NOW, THEREFORE, THIS AGREEMENT AND GRANT made and entered into by and between [OWNER]; and the NCDEQ, as aforesaid;

WITNESSETH, that for and in consideration of the premises and the mutual agreements and covenants hereinafter set forth;

1. The NCDEQ, in conjunction with the Government, hereby agrees to floodproof the subject structure. The Owner shall permit entry upon the property by an authorized Government contractor, and permit said contractor to modify the structure consistent with contractor design to be developed. The Owner shall further permit an inspection or inspections of the floodproofing work by the NCDEQ, its contractors, assigns or representatives upon completion of the work, and/or at any time during the work's progress, to ensure that the work is acceptable to the NCDEQ and has been satisfactorily performed to meet the Project's criteria as to design, construction, and protection. Provided, further, that the floodproofed structure shall not be located within the regulatory floodway. Provided, further, that, should the Owner incur any cost in excess of said amount, that cost shall be borne by the Owner unless such additional amount is expressly approved in writing by the Government as necessary for the purposes of flood damage reduction.

3. The Owner hereby agrees that the Owner shall not convey to any third party any interest in and to said land and the structures or create any liens thereon prior to completion of said floodproofing work and recordation of this Agreement by the Government in the land records of _____ County, North Carolina, without the prior written approval of the Government.

4. The Owner hereby acknowledges that the Government has made no warranties or guarantees whatsoever in connection with the Contractor or with the Contractor's ability to satisfactorily perform the work; and, that, as between the Government and the Owner, the Owner is solely responsible to arrange for the Contractor's satisfactory completion of the work in accordance herewith.

5. Further, that for and in the consideration aforesaid, the receipt and sufficiency of which are hereby acknowledged, the Owner, for herself and her heirs and assigns, do hereby GRANT, unto the NCDEQ, and its assigns, the perpetual right, power, and privilege of access to said land and any structures thereon at all reasonable times considered necessary by the NCDEQ, its contractors, assigns or representatives to ensure that this Agreement, its covenants and restrictions, and the intents and purposes of the project are being complied with by the Owner, for herself and her heirs and assigns.

6. The Owner, for _____ and her heirs and assigns, hereby covenant and warrant to the NCDEQ, and to its assigns forever, and agree, that no construction, alteration, or placement of structures of any kind or nature whatsoever on said land shall take place unless the lowest floor thereof to be used for human habitation, commercial or business purposes is elevated above [DETERMINED ELEVATION] feet mean sea level, and this restriction also prohibits the placement of water damageable material of any kind below the stated elevation of [DETERMINED ELEVATION] mean sea level, and any use of materials below this elevation must meet the requirement of “Flood Resistant Material” as defined in the Federal Emergency Management Agency’s (FEMA) FIA-TB-2(4/93)(Technical Bulletin 2-93) this restriction and requirement shall be specifically included in every instrument subsequent hereto conveying title to any interest in said land or structures thereon.

7. The Owner, for herself and her heirs and assigns, hereby covenant, warrant, and agree she will forever hold and save harmless and blameless the Government and the NCDEQ, and its assigns, from any damages or injuries resulting either directly or indirectly from any floodproofing work and any flooding of said land or of the floodproofed structure.

8. The Owner, for herself and her heirs and assigns, recognize and agree that the grant hereby made to the NCDEQ, and the covenants and restrictions herein, in connection with the Project, are necessary and appropriate to ensure the purposes of said Project, namely, as authorized by Section 202 of the Water Resources and Development Act of 1981, Public Law 96-367, as amended, to afford a level of protection against flooding at least sufficient to prevent any future losses from the likelihood of flooding as [LEVEL OF PROTECTION], whichever is greater; and, that for those purposes the NCDEQ, and its assigns, shall forever have the right unchallenged by the Owner, and by the Owner's heirs and assigns, to seek legal enforcement of all of the provisions contained herein, it being the intentions of the parties that said provisions shall attach to and run with the land forever.

9. It is further provided that the obligations of the Government herein are contingent upon the Owner obtaining, as may be acceptable to the Government, the consent of any lienholder or tenants to the terms of this Agreement and obtaining from any lienholder or tenants waivers, releases, and/or subordinations of her rights in the premises to the extent necessary to accomplish the work and covenants and restrictions herein, as may be required by the Government.

IN WITNESS WHEREOF, the parties have executed this Agreement and Deed effective as of the date of acceptance hereof by the North Carolina Department of Environmental Quality.

_____
[OWNER NAME] Owner

_____
[OWNER NAME], Owner

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by [OWNER NAME] and [OWNER NAME].

_____
NOTARY PUBLIC

My Commission Expires:

_____

ACCEPTED:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____ _____
[TITLE] DATE

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA

COUNTY OF _____

On this _____ day of _____, [YEAR], the undersigned officer, personally appeared _____, [TITLE], North Carolina Department of Environmental Quality, known to me to be the person described in the foregoing Agreement and Deed, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)

_____
NOTARY PUBLIC

My Commission Expires:

_____

THIS INSTRUMENT WAS PREPARED BY:

_____
[NAME], Attorney
[ADDRESS 1]
[ADDRESS 2]

Exhibit B

Assessment of Non-Federal Sponsor's Real Estate
Acquisition Capability

**TAR-PAMILCO RIVER
BASIN FLOOD RISK
MANAGEMENT
INTEGRATED FEASIBILITY REPORT
AND ENVIRONMENTAL ASSESSMENT**

**Assessment of Non-Federal
Sponsor's Real Estate Acquisition
Capability**

I. Legal Authority:

a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? (North Carolina Department of Environmental Quality does not have independent authority. The Department of Administration, State Property Office has this authority and will perform the necessary acquisitions for (North Carolina Department of Environmental Quality)

b. Does the sponsor have the power to eminent domain for this project? (na)

USACE anticipates a high probably that no acquisition will be necessary due to the nature of the tentatively selected plan (100% non-structural and voluntary). However, there may be unusual circumstances in which "friendly condemnation" or assistance with title issues may arise in which the NFS can assist. Communication with the NFS has indicated possible situations in which the NFS may need to exercise eminent domain or exercise quick take authority.

c. Does the sponsor have "quick-take" authority for this project? (na)

USACE anticipates a high probably that no acquisition will be necessary due to the nature of the tentatively selected plan (100% non-structural and voluntary). However, there may be unusual circumstances in which "friendly condemnation" or assistance with title issues may arise in which the NFS can assist. Communication with the NFS has indicated possible situations in which the NFS may need to exercise eminent domain or exercise quick take authority.

d. Are any of the land/interests in the land required for this project located outside the sponsor's political boundary? (no)

e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? (na)

USACE anticipates a high probably that no acquisition will be necessary due to the nature of the tentatively selected plan (100% non-structural and voluntary). However, there may be unusual circumstances in which "friendly condemnation" or assistance with title issues may arise in which the NFS can assist. Communication with the NFS has indicated possible situations in which the NFS may need to exercise eminent domain or exercise quick take authority.

II. Human Resource Requirements:

a. Will the sponsor's in-house staff require training to become familiar with the real estate requirements of Federal projects including P. L. 91-646, as amended? (yes)

b. If the answer to II.a. is "yes", has a reasonable plan been developed to provide such training? (no, assistance will be needed in providing training)

c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? (yes)

d. Is the sponsor's projected in-house staffing level sufficient considering its other workload, if any, and the project schedule? (yes)

III. Other Project Variables

a. Can the sponsor obtain contractor support, if required in a timely fashion? (yes)

b. Will the sponsor likely request USACE assistance in acquiring real estate? (not likely)

c. Will the sponsor's staff be located within reasonable proximity to the project site? (yes)

d. Has the sponsor approved the project/real estate schedule/milestones? (na)
NFS and USACE is still currently developing schedule/milestone

IV. Overall Assessment:

f. Has the sponsor performed satisfactorily on other USACE projects? (yes)

g. With regard to the project, the sponsor is anticipated to be: highly capable

V. Coordination:

e. Has this assessment been coordinated with the sponsor? (in-progress)

f. Does the sponsor concur with this assessment? (in-progress)

Prepared by:

Mike Moser
General Real Estate Manager
State Property Office
North Carolina Department
of Administration

Reviewed and approved by:

Ken L. Lieu

Ken Lieu
Chief, Real Estate Division

Exhibit C

Maps

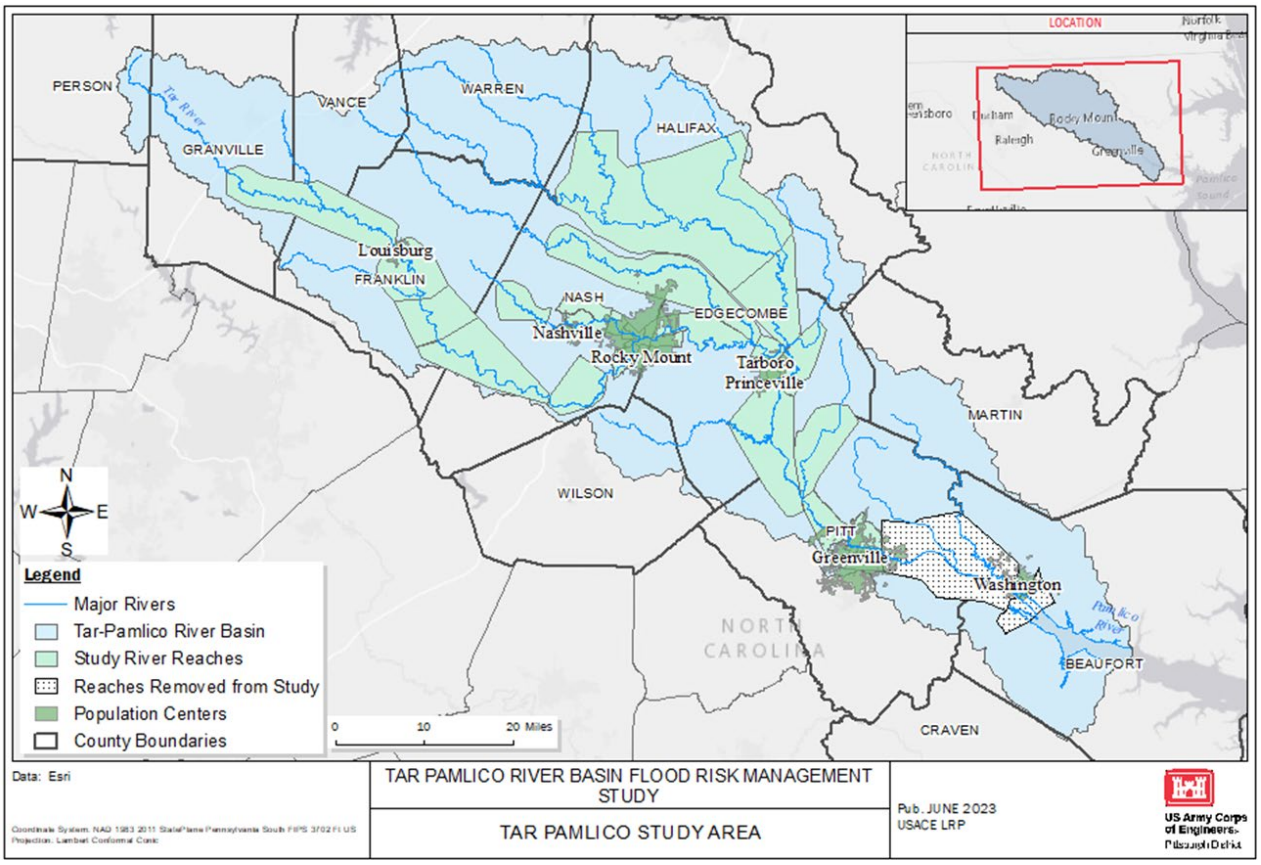

Exhibit D

Map Structure Matrix

FID	Structure	Measure
1.	COMMERCIAL	Dry Floodproof
2.	COMMERCIAL	Dry Floodproof
3.	COMMERCIAL	Dry Floodproof
4.	INDUSTRIAL	Dry Floodproof
5.	COMMERCIAL	Dry Floodproof
6.	COMMERCIAL	Dry Floodproof
7.	INDUSTRIAL	Dry Floodproof
8.	INDUSTRIAL	Dry Floodproof
9.	INDUSTRIAL	Dry Floodproof
10.	INDUSTRIAL	Dry Floodproof
11.	INDUSTRIAL	Dry Floodproof
12.	RESIDENTIAL	Elevate
13.	COMMERCIAL	Dry Floodproof
14.	COMMERCIAL	Dry Floodproof
15.	COMMERCIAL	Dry Floodproof
16.	INDUSTRIAL	Dry Floodproof
17.	INDUSTRIAL	Dry Floodproof
18.	INDUSTRIAL	Dry Floodproof
19.	RESIDENTIAL	Elevate Flood Vent
20.	COMMERCIAL	Dry Floodproof
21.	COMMERCIAL	Dry Floodproof
22.	INDUSTRIAL	Dry Floodproof
23.	COMMERCIAL	Dry Floodproof
24.	COMMERCIAL	Dry Floodproof
25.	INDUSTRIAL	Dry Floodproof
26.	COMMERCIAL	Dry Floodproof
27.	RESIDENTIAL	Elevate Flood Vent
28.	INDUSTRIAL	Dry Floodproof
29.	COMMERCIAL	Dry Floodproof
30.	COMMERCIAL	Dry Floodproof
31.	RESIDENTIAL	Elevate Flood Vent
32.	INDUSTRIAL	Dry Floodproof
33.	COMMERCIAL	Dry Floodproof
34.	INDUSTRIAL	Dry Floodproof
35.	RESIDENTIAL	Elevate
36.	RESIDENTIAL	Elevate Flood Vent
37.	RESIDENTIAL	Elevate
38.	RESIDENTIAL	Elevate
39.	RESIDENTIAL	Elevate
40.	INDUSTRIAL	Dry Floodproof
41.	INDUSTRIAL	Dry Floodproof
42.	INDUSTRIAL	Dry Floodproof
43.	COMMERCIAL	Dry Floodproof
44.	INDUSTRIAL	Dry Floodproof
45.	RESIDENTIAL	Elevate
46.	COMMERCIAL	Dry Floodproof
47.	COMMERCIAL	Dry Floodproof
48.	COMMERCIAL	Dry Floodproof
49.	COMMERCIAL	Dry Floodproof
50.	INDUSTRIAL	Dry Floodproof
51.	RESIDENTIAL	Elevate
52.	PUBLIC	Dry Floodproof
53.	RESIDENTIAL	Elevate
54.	RESIDENTIAL	Elevate Flood Vent
55.	RESIDENTIAL	Elevate
56.	INDUSTRIAL	Dry Floodproof
57.	INDUSTRIAL	Dry Floodproof
58.	COMMERCIAL	Dry Floodproof
59.	INDUSTRIAL	Dry Floodproof
60.	INDUSTRIAL	Dry Floodproof
61.	COMMERCIAL	Dry Floodproof
62.	RESIDENTIAL	Elevate
63.	COMMERCIAL	Dry Floodproof
64.	INDUSTRIAL	Dry Floodproof
65.	COMMERCIAL	Dry Floodproof
66.	INDUSTRIAL	Dry Floodproof
67.	INDUSTRIAL	Dry Floodproof
68.	RESIDENTIAL	Elevate
69.	RESIDENTIAL	Elevate
70.	RESIDENTIAL	Elevate
71.	RESIDENTIAL	Elevate
72.	RESIDENTIAL	Elevate
73.	RESIDENTIAL	Elevate
74.	RESIDENTIAL	Elevate
75.	RESIDENTIAL	Elevate
76.	RESIDENTIAL	Elevate
77.	RESIDENTIAL	Elevate
78.	RESIDENTIAL	Elevate
79.	RESIDENTIAL	Elevate
80.	RESIDENTIAL	Elevate
81.	RESIDENTIAL	Elevate
82.	RESIDENTIAL	Elevate
83.	RESIDENTIAL	Elevate

84.	RESIDENTIAL	Elevate
85.	RESIDENTIAL	Elevate
86.	RESIDENTIAL	Elevate
87.	RESIDENTIAL	Elevate
88.	RESIDENTIAL	Elevate
89.	RESIDENTIAL	Elevate
90.	RESIDENTIAL	Elevate
91.	RESIDENTIAL	Flood Vent
92.	COMMERCIAL	Dry Floodproof
93.	COMMERCIAL	Dry Floodproof
94.	COMMERCIAL	Dry Floodproof
95.	COMMERCIAL	Dry Floodproof
96.	COMMERCIAL	Dry Floodproof
97.	COMMERCIAL	Dry Floodproof
98.	INDUSTRIAL	Dry Floodproof
99.	COMMERCIAL	Dry Floodproof
100.	COMMERCIAL	Dry Floodproof
101.	COMMERCIAL	Dry Floodproof
102.	INDUSTRIAL	Dry Floodproof
103.	RESIDENTIAL	Elevate Flood Vent
104.	INDUSTRIAL	Dry Floodproof
105.	COMMERCIAL	Dry Floodproof
106.	RESIDENTIAL	Elevate Flood Vent
107.	RESIDENTIAL	Elevate Flood Vent
108.	RESIDENTIAL	Elevate Flood Vent
109.	RESIDENTIAL	Flood Vent
110.	COMMERCIAL	Dry Floodproof
111.	RESIDENTIAL	Elevate Flood Vent
112.	RESIDENTIAL	Elevate Flood Vent
113.	RESIDENTIAL	Flood Vent
114.	RESIDENTIAL	Flood Vent
115.	COMMERCIAL	Dry Floodproof
116.	COMMERCIAL	Dry Floodproof
117.	PUBLIC	Dry Floodproof
118.	INDUSTRIAL	Dry Floodproof
119.	COMMERCIAL	Dry Floodproof

120.	COMMERCIAL	Dry Floodproof
121.	COMMERCIAL	Dry Floodproof
122.	COMMERCIAL	Dry Floodproof
123.	COMMERCIAL	Dry Floodproof
124.	COMMERCIAL	Dry Floodproof
125.	INDUSTRIAL	Dry Floodproof
126.	COMMERCIAL	Dry Floodproof
127.	COMMERCIAL	Dry Floodproof
128.	COMMERCIAL	Dry Floodproof
129.	COMMERCIAL	Dry Floodproof
130.	RESIDENTIAL	Elevate Flood Vent
131.	COMMERCIAL	Dry Floodproof
132.	COMMERCIAL	Dry Floodproof
133.	COMMERCIAL	Dry Floodproof
134.	COMMERCIAL	Dry Floodproof
135.	COMMERCIAL	Dry Floodproof
136.	INDUSTRIAL	Dry Floodproof
137.	INDUSTRIAL	Dry Floodproof
138.	RESIDENTIAL	Elevate Flood Vent
139.	RESIDENTIAL	Elevate Flood Vent
140.	RESIDENTIAL	Elevate
141.	RESIDENTIAL	Elevate Flood Vent
142.	RESIDENTIAL	Flood Vent
143.	RESIDENTIAL	Elevate Flood Vent
144.	RESIDENTIAL	Flood Vent
145.	RESIDENTIAL	Flood Vent
146.	COMMERCIAL	Dry Floodproof
147.	RESIDENTIAL	Flood Vent
148.	RESIDENTIAL	Elevate Flood Vent
149.	RESIDENTIAL	Elevate Flood Vent
150.	COMMERCIAL	Dry Floodproof
151.	RESIDENTIAL	Elevate
152.	COMMERCIAL	Dry Floodproof
153.	COMMERCIAL	Dry Floodproof
154.	COMMERCIAL	Dry Floodproof
155.	INDUSTRIAL	Dry Floodproof

Exhibit E

Historic Programmatic Agreement