



Planning, Development, &  
Transportation Department  
Planning Division  
305 Chestnut Street  
PO Box 1810  
Wilmington, NC 28402-1810

910 254-0900  
910 341-3264 fax  
wilmingtonnc.gov  
Dial 711 TTY/Voice

## TRANSMITTAL LETTER

TO: Zoning Enforcement Inspector  
DATE: November 10, 2020  
SUBJECT: **Riverbend @ 2<sup>nd</sup> & Grace** Project # 2017014  
LOCATION: 316 North 2<sup>nd</sup> Street

The following items are being sent to you via this package.

QUAN.	DWG./NO.	DESCRIPTION
1	Dated 11/9/20	Riverbend @ 2 <sup>nd</sup> & Grace Approved Plans
1	Dated 5/20/19	Approved Tree Preservation Permit
1	Dated TBD	City Comprehensive Stormwater Management Permit No. 2020034
1	Dated 4/25/19	NHC Grading Permit #15-19
1	Dated 9/11/19	NCDEQ Stormwater Permit SW8 091026
1	Dated 12/5/19	WMPO Approved Traffic Impact Analysis Letter
1	Dated 3/25/20	City Encroachment agreement

REMARKS: The **Riverbend @ 2<sup>nd</sup> & Grace** project, located at 316 North 2<sup>nd</sup> Street, is hereby conditionally released for construction. The following conditions must be satisfied as part of this release:

- A. A PRE-CONSTRUCTION MEETING MUST BE HELD BETWEEN THE SITE CONTRACTOR AND CITY STAFF PRIOR TO ANY SITE WORK, TREE REMOVAL, CLEARING, OR GRADING BEGINNING ON THE SITE. FAILURE TO COMPLY WILL RESULT IN IMMEDIATE CIVIL PENALTIES. CONTACT 910-254-0900.**
- B. ANY TREES, INCLUDING THE CRITICAL ROOT ZONE AREA, AND/OR AREA DESIGNATED TO BE SAVED MUST BE PROPERLY BARRICADED OR MARKED WITH FENCING AND PROTECTED THROUGHOUT CONSTRUCTION TO ENSURE THAT NO CLEARING AND GRADING WILL OCCUR IN THOSE AREAS.**
- C. NO EQUIPMENT IS ALLOWED ON THE SITE AND NO CONSTRUCTION OF ANY BUILDING, STRUCTURE, WALL, UTILITIES, INFRASTRUCTURE, ETC., OF ANY KIND, INCLUDING FOOTINGS AND BUILDING SLABS, WILL BE PERMITTED UNTIL:**
  - 1. ALL TREE PROTECTION FENCING AND SILT FENCING HAS BEEN INSTALLED**
  - 2. BETH WETHERILL HAS FORMALLY ISSUED THE GRADING PERMIT AND AUTHORIZED THE ACTIVITY**
  - 3. THE CFPUA HAS AUTHORIZED THE WATER AND SEWER ACTIVITIES. THE CONTRACTOR MUST HAVE A PRECON WITH CFPUA 332-6560.**

**4. THE CITY ZONING INSPECTOR AUTHORIZES THE ACTIVITY.**

- D. ALL IMPROVEMENTS, AS RECOMMENDED BY THE SUBMITTED AND APPROVED TRAFFIC IMPACT ANALYSIS (TIA) SHALL BE INSTALLED AND INSPECTED PRIOR TO THE ISSUANCE OF THE FINAL ZONING APPROVAL.**
- E. A MAP SHOWING ALL REQUIRED EASEMENTS AND RIGHT(S)-OF-WAY MUST BE REVIEWED BY CITY STAFF AND RECORDED AT THE REGISTER OF DEEDS PRIOR TO ISSUANCE OF A FINAL ZONING APPROVAL.**
- F. THIS DEVELOPMENT SHALL COMPLY WITH ALL LOCAL, CITY TECHNICAL STANDARDS, REGIONAL, STATE AND FEDERAL DEVELOPMENT REGULATIONS. ALL APPLICABLE TRC REQUIREMENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF THE FINAL ZONING APPROVAL.**
- G. PER THE REQUIREMENTS OF THE STORMWATER PERMIT, THE FOLLOWING SHALL OCCUR PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR OPERATION OF THE PERMITTED FACILITY:**
  - AS-BUILT DRAWINGS FOR ALL STORMWATER MANAGEMENT FACILITIES SHALL BE SUBMITTED TO THE CITY OF WILMINGTON ENGINEERING DIVISION.**
  - AN ENGINEER'S CERTIFICATION SHALL ALSO BE SUBMITTED, ALONG WITH ALL SUPPORTING DOCUMENTATION THAT SPECIFIES, UNDER SEAL THAT THE AS-BUILT STORMWATER MEASURES, CONTROLS AND DEVICES ARE IN COMPLIANCE WITH THE APPROVED STORMWATER MANAGEMENT PLANS.**
  - A FINAL INSPECTION IS REQUIRED BY CITY OF WILMINGTON ENGINEERING PERSONNEL (910) 341-5856.**
- H. PRIOR TO A FINAL INSPECTION, A WALKTHROUGH WITH CITY INSPECTIONS SHALL TAKE PLACE TO VERIFY COMPLETENESS OF SITE WORK IN ROW. ANY MATERIAL TEST REPORTS AND STORMWATER VIDEOS AS REQUIRED SHALL BE SUBMITTED PRIOR TO AND APPROVED BY CITY ENGINEERING. PLEASE CONTACT THE CITY ENGINEERING DIVISION AT 910.341.0094.**
- I. CONTRACTOR SHALL SUBMIT A RADIO SIGNAL STRENGTH STUDY FOR ALL COMMERCIAL BUILDINGS THAT DEMONSTRATES THAT EXISTING EMERGENCY RESPONDER RADIO SIGNAL LEVELS MEET THE REQUIREMENTS OF SECTION 510 OF THE 2018 NC FIRE CODE.**
- J. THIS PROJECT IS PROPOSING GREATER THAN 500 LINEAR FEET OF RIGHT-OF-WAY OR PUBLIC IMPROVEMENTS. PER CHAPTER V OF THE CITY FEE SCHEDULE, THE PROJECT WILL REQUIRE ENGINEERING INSPECTION FEES IN THE AMOUNT OF \$500. THIS FEE MUST BE PAID PRIOR TO ISSUANCE OF PLAT RECORDATION OF CERTIFICATE OF OCCUPANCY. PLEASE CONTACT CITY ENGINEERING AT 910.341.0094 FOR PAYMENT OPTIONS.**
- K. THE DEVELOPER ASSUMES ALL RISKS AND PENALTIES WITH ANY DELAY OR STOP WORK ORDER ASSOCIATED WITH THE VIOLATION OF THIS RELEASE. THE DEVELOPER ACKNOWLEDGES THE CONDITIONS OF THIS RELEASE AND ASSUMES ALL RESPONSIBILITIES AND RISKS ASSOCIATED WITH IT. THE CITY OF WILMINGTON WILL NOT BE HELD LIABLE FOR ANY COSTS ASSOCIATED WITH THE CONSTRUCTION RELEASE.**

**L. APPROVAL OF A MAJOR OR MINOR SITE PLAN SHALL EXPIRE AFTER EIGHTEEN (18) MONTHS FROM THE DATE OF SUCH APPROVAL IF THE APPLICANT HAS FAILED TO MAKE SUBSTANTIAL PROGRESS ON THE SITE. THE TECHNICAL REVIEW COMMITTEE MAY GRANT A SINGLE, SIX-MONTH EXTENSION OF THIS TIME LIMIT FOR MAJOR AND MINOR SITE PLANS, FOR GOOD CAUSE SHOWN, UPON RECEIVING A REQUEST FROM THE APPLICANT BEFORE THE EXPIRATION OF THE APPROVED PLAN. IN THE EVENT APPROVAL OF A SITE PLAN HAS EXPIRED, FOR WHATEVER REASONS, THE OWNER AND/OR APPLICANT WILL BE REQUIRED TO RESUBMIT FOR APPROVAL OF A SITE PLAN THAT MEETS CURRENT DEVELOPMENT STANDARDS UNLESS OTHERWISE NOTED IN THIS CHAPTER.**

**M. IF THE CONDITIONS LISTED ABOVE ARE VIOLATED, A STOP WORK ORDER WILL BE ISSUED.**

Please notify New Hanover County Building Inspections of this release.



Signature: \_\_\_\_\_  
Jeff Walton, Associate Planner

Copy: Rob Balland, PE	Applicant (e-mail only)
Branch Smith, PE	Applicant (e-mail only)
Bret Russell	Construction Manager
Rob Gordon	engineering (email only)
Jim Quinn	Stormwater Specialist (email only)
Aaron Reese	Urban Forestry (email only)
Rich Christensen	Engineering (email only)
Eric Seidel	Engineering (email only)
Trent Butler	Engineering (email only)
Chris Elrod	Wilmington Fire Department (e-mail only)
Chris Walker	Wilmington Fire Department (e-mail only)
Brian Blackmon	Surveyor (e-mail only)
Jim Sahlie	GIS Addressing (e-mail only)
Bill McDow	Traffic Engineering (e-mail only)
Mitesh Baxi	Traffic Engineering (e-mail only)
Denys Vielkanowitz	Traffic Engineering (e-mail only)
Bernice Johnson	CFPUA (e-mail letter only)
Beth Easley Wetherill	NHC Erosion Control (e-mail only)
Michelle Hutchinson	GIS Engineer (e-mail only)
Amy Beatty	Community Services (e-mail only)
Ryan O'Reilly	Community Services (e-mail only)
Joan Mancuso	City Zoning (email only)
Catherine Meyer	City Zoning (email only)
Debra Hornbuckle	City Zoning (email only)
Shawn Evans	City Attorney's Office (email only)
Courtney Salgado	City Attorney's Office (email only)
Joseph Wurzel	NC DOT (email only)
Nick Drees	NC DOT (email only)
Jon Roan	NC DOT (email only)
Ben Hughes	NC DOT (email only)



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November 10, 2020

Mr. Rob Balland, PE  
Paramounte Engineering, Inc.  
122 Cinema Drive  
Wilmington, NC 28403

**RE: Riverbend @ 2<sup>nd</sup> & Grace project, located at 316 North 2<sup>nd</sup> Street**

Please make note of the conditions for the release as they appear on the attached release letter. These conditions must be followed and met for the construction to be approved. ***Prior to beginning any construction or grading on the site, you must have a pre-construction meeting between City staff and the project's representatives. Any violation of this condition will result in an immediate stop work order and other civil penalties. Please contact our zoning office at 254-0900 to schedule the preconstruction meeting.***

All construction on the site must be in accordance with the City of Wilmington standards and the approved construction plans stamped by the City. All trees and areas designated to be saved or protected must be properly barricaded and/or marked throughout construction. In addition, please be aware that to obtain a final zoning inspection for this construction project, the appropriate departments within the City of Wilmington must perform and approve final inspections.

To arrange for inspections please contact the assigned Zoning Enforcement Officer, at 254-0900. Staff will coordinate the inspections and provide a punch-list to the Developer within 5 working days. Upon correction of the punch-list items, a final inspection will be performed. ***NOTE: Zoning will not issue final approval until all requirements of the City of Wilmington are fulfilled.***

Please also be advised that any party aggrieved by the issuance of this approval may file a notice of appeal to the City Clerk within 30 days of receipt of active or constructive notice of this decision. It shall be presumed that all persons with standing to appeal have constructive notice of the decision from the date a sign containing the words "Zoning Decision" or "Subdivision Decision" in letters at least six inches high and identifying the means to contact an official for information about the decision is prominently posted on the property that is the subject of the decision, provided the sign remains on the property for at least 10 days. Posting of signs is not the only form of constructive notice. Any such posting shall be the responsibility of the landowner or applicant. Verification of the posting shall be provided to the official who made the decision. Absent an ordinance provision to the contrary, posting of signs shall not be required.

The City thanks you for your investment in our community and we look forward to working with you towards the construction of a quality development project.

Sincerely,

A handwritten signature in black ink that reads "Jeff Walton".

Jeff Walton  
Associate Planner





Department of Planning,  
Development and Transportation  
Planning Division  
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Wilmington, NC 28402-1810

910 254-0900  
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Dial 711 TTY/Voice

APPROVED:  DENIED:

PERMIT #: TPP-201

**Application for Tree Removal Permit**

Name of Applicant: PARAMOUNT ENGINEERING  
MIKE NICHOLS Phone: 910.791.6707 Date: 5/2/2019

Name of Property Owner: RIVERBEND #1, LCC Phone: \_\_\_\_\_  
MAILING -> P.O. BOX 1007, WEST END, NC 27376

Property Owner Address: 145 W. PLAZA DR., WEST END, NC 27376

Address of Proposed Tree Removal: 316 N. 2ND ST., WILMINGTON, NC 28401

Description of tree(s) to be removed/reason for removal: (provide attachment if necessary)

1. 8" OAK \_\_\_\_\_ 6. \_\_\_\_\_
2. 8" OAK \_\_\_\_\_ 7. \_\_\_\_\_
3. 8" OAK \_\_\_\_\_ 8. \_\_\_\_\_
4. 10" OAK \_\_\_\_\_ 9. \_\_\_\_\_
5. \_\_\_\_\_ 10. \_\_\_\_\_

Description of Replacement Tree(s): THERE WILL BE (16) 2.5" CAL ZELKOVA SERRATA 'WIRELESS' TREES PLANTED AS PART OF THIS PROJECT (Not required for mitigation, required by code.

I MIKE NICHOLS, certify that the property owner has given me permission to apply for this permit on his/her behalf.

Applicant Signature: [Signature] Date: 5/2/2019

\*\*\*\*\*FOR OFFICIAL USE ONLY\*\*\*\*\*

Reviewed By: \_\_\_\_\_ Date: 5-20-19

Remarks: [Signature]

ALL WORK MUST BE IN COMPLIANCE WITH THE CITY LAND DEVELOPMENT CODE, ARTICLE 8, LANDSCAPING AND TREE PRESERVATION.

NEW CONSTRUCTION: \_\_\_\_\_ EXPANSION: \_\_\_\_\_ OTHER: \_\_\_\_\_ PAID: 50.00

Tree Preservation Permit Fees	
Less than 1 acre	\$25.00
1-5 acres	\$50.00
5-10 acres	\$100.00
Greater than 10 acres	\$150.00

RECEIVED  
RECEIVED  
MAY 15 2019

CITY OF WILMINGO  
\*\*\* CUSTOMER RECEIPT

Batch ID: 5/16/19 01

Type SvcCd Descr  
02 PERM

Qty  
PERMITS / TREE PERM 01000003476002  
TREE REMOVAL  
PARAMOUNT -MIKE NICHOLS  
316 N 2ND ST  
K C MEYER  
DIMS

Tender detail  
CK Ref#: 11748 \$50.00  
Total tendered: \$50.00  
Total payment: \$50.00

Trans date: 5/16/19 Time: 9:03:00

\*\* THANK YOU \*\*



# NEW HANOVER COUNTY

Engineering Department  
230 Government Center Drive · Suite 160  
Wilmington, North Carolina 28403  
TELEPHONE (910)-798-7139  
Fax (910) 798-7051

Beth E. Wetherill, C.P.E.S.C.  
Soil Erosion Specialist

May 25, 2019

Riverbend #1, LLC  
P.O. Box 1087,  
West End, North Carolina 27376

**RE: Grading Permit #15-19, Riverbend Mixed Use**

Dear Mr. James Kirkpatrick,

This office has reviewed the revised erosion and sedimentation control plan. We find the plan to be acceptable with performance reservations and modifications. **Please read the permit conditions carefully and return the signed blue original to our office and keep the copy for your records.** Approval of this land disturbing permit hereby give notice of our right of periodic inspection to ensure compliance with the approved plan.

As of April 1, 2019, all new construction activities are required to complete and submit an electronic Notice of Intent (NOI) form requesting a Certificate of Coverage (COC) under the NCG010000 Construction Stormwater General Permit. This form MUST be submitted prior to the commencement of and land disturbing activity on the above named project, according to State Stormwater requirements. The NOI form may be accessed at [deq.nc.gov/NCG01](http://deq.nc.gov/NCG01). Please direct questions about the NOI form to Annette Lucas at [Annette.lucas@ncdenr.gov](mailto:Annette.lucas@ncdenr.gov) or Paul Clark at [Paul.clark@ncddenr.gov](mailto:Paul.clark@ncddenr.gov). After you submit a complete and correct NOI Form, a COC will be emailed to you within three business days. Initially, DEMLR will not charge a fee for coverage under the NCG01 permit. However, on or after May 1, 2019, a \$100 fee will be charged annually. This fee is to be sent to the DEMLR Stormwater Central Office staff in Raleigh.

A copy of the enclosed land disturbing permit, a copy of the approved erosion and sedimentation control plan as well as any approved deviations, the NCG01 permit, a copy of the Certificate of Compliance (COC), records of inspections made during the previous 30 days and a rain gauge must be posted at the job site.

**A preconstruction meeting is optional** prior to any land disturbing activity on this project. Please contact me at (910) 798-7139 if you would like to schedule this meeting in our office. If you choose not to have the preconstruction meeting, you need to contact us with the date land disturbing activity will take place onsite and again once the initial erosion control measures are installed.

New Hanover County's Erosion and Sedimentation Control Program is performance- oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of the project, it is determined that the plan is inadequate to meet the requirements of the New Hanover County's Erosion and Sedimentation Control Ordinance, this office may require revisions to the plan and its implementation of the revisions to insure compliance with the ordinance.

This land disturbing permit will expire within 1 year following the date of approval, if no land disturbing activity has been undertaken. If no activity takes place within one year after work has begun onsite, the permit will expire. Please contact this office to reactivate a permit that has expired.

Acceptance and approval of this erosion control plan is conditioned on your compliance with Federal and State water quality laws, regulations and rules. This permit will not preclude any other permits or approvals necessary for beginning or completing this development. It is the owner's responsibility to have all the approvals and permits that are required prior to beginning construction.

Please note this approval is based in part on the accuracy of the information provided in the Financially Responsibility Form, which you provided. You are requested to file an amended form if there is any change in the information included on the form.

Your cooperation is appreciated,



Beth Easley Wetherill  
NHC Soil Erosion Specialist

cc: Jeff Walton Senior Planner, City of Wilmington  
Branch Smith PE, Paramounte Engineering, Inc.





Permit# GP #15-19  
LDNP 19-00080

## Permit for a Land Disturbing Activity

New Hanover County  
Department of Engineering  
230 Government Center Drive - Suite 160  
Wilmington, North Carolina 28403  
(910) 798-7139

### As authorized by the New Hanover County Erosion and Sedimentation Control Ordinance

This permit issued to Riverbend #1, LLC authorizes the development of 1.40 acres of land at 316 N. 2<sup>nd</sup> Street for Riverbend Mixed Use in New Hanover County with performance reservations and modifications. This permit issued on May 26, 2019 is subject to compliance with the application and site drawings, all applicable regulations and special conditions and notes set forth below. Any plan modifications must be approved by this office prior to field changes.

It is understood by the applicant that a representative of New Hanover County's Engineering Department may inspect the site at any time following the issuance of this Permit. A copy of this permit, the approved Soil Erosion and Sedimentation Control Plan as well as any approved deviations, a copy of DEMLR's NCG01 Certificate of Compliance, records of inspections made during the previous 30 days and a rain gauge must be posted at the job site at all times.

Failure to execute the provisions of this permit and the approved Soil Erosion Plan, or any other provisions of the New Hanover County Soil Erosion and Sedimentation Control Ordinance, may result in immediate legal action by the County to the limits prescribed by the Ordinance. If the measures outlined on the approved Soil Erosion Control Plan and this Permit prove insufficient, additional Erosion Control measures can and will be required, which in turn will be considered provisions of this Permit. Additional plan submittals and approvals may be required. Acceptance and approval of this erosion control plan is conditioned on the applicant's compliance with Federal and State laws, regulations and rules. This Permit does not preclude any other permits or approvals necessary for beginning or completing this development. It is the Permittee's responsibility to obtain all necessary permits and approvals that are required prior to beginning construction.

This approval is based in part on the accuracy of the information provided on the Financially Responsibility Form, which you provided. You are required to file an amended form if there is any change in the information that was provided.

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### SPECIAL CONDITIONS

**(THESE CONDITIONS MUST BE FOLLOWED IN ADDITION TO THE PLANS AND SPECIFICATIONS)**

- \*All the soil erosion control measures will be installed as the site is cleared and maintained throughout construction. These include a construction entrance, silt fences, inlet protection, concrete washouts and all NCG01 regulations.
- \*Silt fence stakes must be steel and will be placed **six feet apart without wire reinforcement and extra strength silt fence or eight feet apart with wire reinforcement**. Silt fence is not allowed as inlet protection.
- \*If any phase of grading ceases for more than 15 working days, the site will be temporarily stabilized.
- \*All slopes must be stabilized within 21 calendar days of any phase of activity.
- \*No sediment shall leave the site.
- \*If these measures fail to adequately control erosion, more restrictive measures will be required.
- \*If plan revisions are necessary you must submit a copy to this office for approval prior to any field changes.
- \*Any borrow material brought onto this site must be from a legally operated mine or other approved source including a separate construction site with an active land disturbing permit. Borrow from any other location would require this permit to be revised to include the area where the borrow was generated as part of this site. Any soil waste that leaves this site can be transported to a permitted mine or separate construction site with an active land disturbing permit without additional permits. Disposal at any other location would require the disposal site to be included in this permit and would require submittal and approval of revised plans. You must notify this office of the location where soil is taken from or transported too prior to the activity.

\*Note the required rates for seed, lime, fertilizer and mulch in your seeding specifications.

\*Pre-construction meetings are optional. Contact Beth E. Wetherill at (910) 798-7139 to set up a meeting prior to land disturbing activity onsite. If you do not choose to have a preconstruction meeting prior to starting work on site, you should contact us when activity begins and again when the initial measures have been installed.

\*Tree Removal Permits and/or Approvals are required from the City of Wilmington and/or New Hanover County.

\*All City and/or County and State drainage and stormwater requirements will be adhered to.

\*This permit does not preclude any permits or approvals which may be necessary. These include but are not limited to, City of Wilmington or New Hanover County Stormwater, Planning or Zoning, State or County C.A.M.A., DEMLR Water Quality, Water Resources or Solid Waste, the US Army Corps. of Engineers or any other agencies.

The approval of an erosion control plan is conditioned on the applicant's compliance with Federal and State Water Quality laws, regulations and rules.

\* This land disturbing permit requires inspections and record keeping to be performed by the landowner, the financially responsible party or their agent, during and after each phase of the plan has been completed and after establishment of temporary ground cover. Records shall be maintained onsite until permanent ground cover has been established to provide sufficient root structure to restrain erosion. These phases include: installation of perimeter erosion and sediment control measures; clearing and grubbing of existing ground cover; completion of any phase of grading on slopes or fills that requires provisions of temporary or permanent ground cover; completion of storm drainage facilities; completion of construction or development; and quarterly until the establishment of permanent ground cover sufficient to restrain erosion. Or, until the financially responsible party has conveyed ownership or control of the tract of land for which the erosion and sedimentation control plan has been approved and the agency that approved the plan has been notified. If the financially responsible party has conveyed ownership or control of the tract of land for which the erosion and sedimentation control plan has been approved, the new owner's or person in control shall conduct and document inspections quarterly until the establishment of permanent ground cover sufficient to restrain erosion. The person who performs the inspections shall maintain and make available a record of the inspection at the site of the land disturbing activity until permanent ground cover has been established. The records will document: the installation of the erosion and sedimentation control measures, practices and devices as set forth by the approved plan or if the measures, practices and devices are modified after initial installation; the completion of any phase of grading for all graded slopes and fills shown on the approved plan, specifically noting the location and condition of the graded slopes and fills; the location of temporary or permanent ground cover, and that the installation of the ground cover does not significantly deviate from the approved plan; that maintenance and repair requirements for all temporary and permanent erosion and sedimentation control measures, practices and devices have been performed and that they don't significantly deviate from the approved plan; any significant deviation from the approved erosion control plans and identify measures that may be required to correct the deviation and document the completion of the corrective actions; it includes contact information for the person conducting the inspection and the date of the inspection. These requirements are in addition to inspections required by GS 113A 61.1.

\* As of April 1, 2019, all new construction activities are required to complete and submit an electronic Notice of Intent (NOI) form requesting a Certificate of Coverage (COC) under the NCG010000 Construction Stormwater General Permit unless this project has applied for an Individual Construction Stormwater Permit. The NOI form must be submitted prior to the commencement of any land disturbing activity on the above named project, according to State Stormwater requirements. The NOI form may be accessed at [deq.nc.gov/NCG01](http://deq.nc.gov/NCG01). Please direct questions about the NOI form to Annette Lucas at [Annette.lucas@ncdenr.gov](mailto:Annette.lucas@ncdenr.gov) or Paul Clark at [Paul.clark@ncdenr.gov](mailto:Paul.clark@ncdenr.gov). After you submit a complete and correct NOI Form, a COC will be emailed to you within three business days. Initially, DEMLR will not charge a fee for coverage under the NCG01 permit. However, on or after May 1, 2019, a \$100 fee will be charged annually. This fee is to be sent to the DEMLR Stormwater Central Office staff in Raleigh.

\*Additional self-inspections, record keeping and reporting is required by the Construction Stormwater General Permit - NCG01 per State Stormwater. It requires inspections and record keeping at least once per 7 calendar days and within 24 hours of a rain event of 1.0 inch or more, in 24 hours. Rain inspections reset the required 7 calendar day inspection

requirement. Records of inspection made during the previous 30 days must be kept onsite. Other reports are to be made available for 3 years. Reporting is required to the States Stormwater Divisions Regional Office for sediment deposits in streams or wetlands, oil spills, release of hazardous substances, anticipated bypasses, unanticipated bypasses and noncompliance with conditions of the permit that may endanger health or the environment. There are specific time frames for reporting and submittal of reports to the Divisions Regional Office. NCG01 includes 7 and 14 calendar day ground stabilization and materials handling requirements. Materials are to be kept in leak proof containers, under storm resistant cover or have secondary control structures. They are to be stored 50 feet away from storm drains, surface waters and wetlands. They include flocculants, equipment and vehicle maintenance, litter, building materials and land clearing waste, paint and other liquids, portable toilets, earthen stockpile management, concrete washouts, herbicides, pesticides and rodenticides, and hazardous and toxic waste. Contact the Department of Energy, Mineral and Land Resources Stormwater Division at [deq.nc.gov/NCG01](http://deq.nc.gov/NCG01) or the Wilmington Regional Office at (910) 798-7215 for additional information.

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**This Permit will expire one year from date of issue if no construction activity begins on site. This permit may not be amended or transferred to another party without approval of this office.**

**Acknowledgment of Receipt of Permit**

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**By (please print)**

\_\_\_\_\_  
**Signature**

*Beth Easley Wetherill*

\_\_\_\_\_  
**Beth E. Wetherill, C.P.E.S.C.**  
**Soil Erosion Specialist/New Hanover County**

ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

S. DANIEL SMITH  
Director



NORTH CAROLINA  
Environmental Quality

September 11, 2019

Riverbend #1, LLC  
Pinecrest P.P.I.C., Inc, Member  
Attn: James Kirkpatrick, President  
PO Box 1087  
West End, NC 27376

**Subject: Stormwater Permit Exemption – Redevelopment Project  
Tract A-1 Bank of America / Tract B Riverbend and Parking Garage / Tract E  
Structural Systems Tract  
Project Number SW8 091026  
New Hanover County**

Dear Mr. Kirkpatrick:

On September 9, 2019, the Wilmington Regional Office of the Division of Energy, Mineral and Land Resources (DEMLR) received a complete modified request to exempt the subject proposed redevelopment project from Stormwater Management Permit requirements. Staff review of the plans and supporting documentation has determined that the project proposes activities that are exempted from State Stormwater permitting requirements as set forth in the stormwater rules under Title 15A NCAC 2H.1000, as amended. Please refer to Attachment C for a detailed description of the current proposed modification and a list of all the past modifications approved during the effective period of the exemption.

Therefore, the director of the DEMLR is hereby providing confirmation that the subject project is exempted from State Stormwater permitting requirements under the following conditions:

- 1) The project and tracts must be constructed as shown on the plans submitted to this Office.
- 2) For these three tracts, the total proposed built-upon area of 76,694 square feet does not exceed the existing built-upon area of 77,049 square feet. The 76,694 square feet of built-upon area allocated to the 83,969.8 square foot project area covered by these three tracts includes 74,120 square feet of proposed built-upon area and 2,574 square feet of built-upon area allocated for future improvements within Tract E.
- 3) The proposed stormwater control for all three tracts, piped collection to the existing City stormwater system, provides equal protection of surface waters as the existing stormwater control, which is piped collection to the existing City stormwater system.

We are forwarding you an approved copy of the modified plans for your files. Please replace the old approved plan sheet(s) with the new one(s).

Under Section .1019(2) of the stormwater rules, the entire common plan of development must be permitted. Therefore, any future development or changes to the proposed development, including, but not limited to, the relocation of built-upon area and the construction of additional built-upon area, will require approval or a Stormwater Management permit application and permit issuance from the DEMLR prior to any construction. Construction of additional development or changes to the proposed development prior to receipt of the required approval or failure to maintain compliance with the exemption conditions, are violations of Title 15A NCAC 2H.1000, and may result in the initiation of appropriate enforcement action.

Please keep in mind that this determination does not affect your legal obligation to obtain other permits and approvals, which may be required by Federal, State, or local government agencies, rule or law. If you have any question, or need additional information concerning this matter, please contact Christine Hall at 910-796-7215.

Sincerely,

For S. Daniel Smith, Director  
Division of Energy, Mineral and Land Resources

Enclosures: Attachment C – Permitting History



North Carolina Department of Environmental Quality | Division of Energy, Mineral and Land Resources  
Wilmington Regional Office | 127 Cardinal Drive Extension | Wilmington, North Carolina 28405  
910.796.7215

GDS/canh: \\Stormwater\Permits & Projects\2009\091026 Exemption\2019 09 permit 091026

cc: Branch Smith, PE; Paramount Engineering  
New Hanover County Building Safety Department.  
New Hanover County Engineering  
Wilmington Regional Office Stormwater File



Attachment C - Permitting History  
 Tract A-1 / Tract B Revised / Tract E  
 Permit No. SW8 091026

Approval Date	Permit Action	BIMS Version	Description of the Changes
12/10/2009	Original Approval	1.0	Redevelopment Exclusion per Session Law 2008-211 for Tract A-1, B, and the Structural Systems Tract
2/27/2017	Transfer	1.1	to Riverbend #1, LLC
9/11/2019	Major Modification	1.2	<ol style="list-style-type: none"> <li>1. Documenting a revised BUA total for Tract A-1 based on the sum of the BUA presented in the plans approved in 2009.</li> <li>2. Renaming the Structural Systems Tract to Tract E.</li> <li>3. Approving the revised site layout for Tracts A-1 and Tract E (previously referred to as the Structural Systems Tract)</li> <li>4. The expansion of project area associated with Tract B (now called Tract B Revised) and the redevelopment of that track.</li> </ol>



305 Chestnut Street  
PO Box 1810  
Wilmington, NC 28402  
Ph: (910) 341-3258  
Fax: (910) 341-7801  
www.wmpo.org

December 5<sup>th</sup>, 2019

Mr. Tim Lowe, PE  
Davenport Transportation Consultants  
3722 Shipyard Blvd, Suite E  
Wilmington, NC 28403

RE: Approval of the Traffic Impact Analysis (TIA) associated with the proposed  
**Riverbend Mixed Use Development**  
**Wilmington, NC**

Dear Mr. Lowe,

The WMPO and City of Wilmington staffs have reviewed the Riverbend Mixed Use Development TIA sealed October 24<sup>th</sup>, 2019. This approval is based on the following land uses as proposed in the TIA with a build year of 2020:

- 110 Multi Family Housing units (mid-rise) (LUC 210)
- 4,170 SF of General Retail (LUC 820)
- 6,200 SF of High Turnover (sit-down) Restaurant (LUC 932)

Based on review of the analysis provided in the TIA report, the following improvements are required by the developer:

#### **2<sup>nd</sup> Street and Walnut Street**

- All way stop control is needed with the addition of traffic on 2nd balancing the demand with Walnut. Coordinate with City of Wilmington Traffic Engineer for implementation of these traffic controls.
- To increase sign visibility, bumpouts should be installed on the SE corner of Walnut Street at 2<sup>nd</sup> Street. Bumpout design should be coordinated with TRC review. (Note: 2<sup>nd</sup> Street will need to be converted to two lane – two way operation with the removal of the existing left turn lane by the City prior to construction of the project)

#### **2<sup>nd</sup> Street and Grace Street**

- To increase sign visibility, bumpouts should be installed on the NW corner of Grace Street at 2<sup>nd</sup> Street. Bumpout design should be coordinated with TRC review. (Note: 2<sup>nd</sup> Street will need to be

Wilmington Urban Area Metropolitan Planning Organization

City of Wilmington • Town of Carolina Beach • Town of Kure Beach • Town of Wrightsville Beach  
County of New Hanover • Town of Belville • Town of Leland • Town of Navassa • County of Brunswick  
County of Pender • Cape Fear Public Transportation Authority • North Carolina Department of Transportation

converted to two lane – two way operation with the removal of the existing left turn lane by the City prior to construction of the project)

- The TIA confirms that the signal at 2<sup>nd</sup> Street and Grace Street will not be warranted in the future build condition. The City should proceed with signal removal prior to project construction and utilize all-way stop control in the interim until final traffic patterns are established.

**2<sup>nd</sup> Street and Site Access 1**

- No improvements are recommended.

**3<sup>rd</sup> Street and Walnut Street**

- No improvements are recommended.

**3<sup>rd</sup> Street and Grace Street**

- No improvements are recommended.

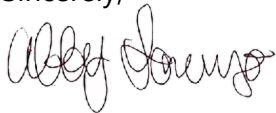
**Note:**

If changes are made to the proposed site driveways and/or land use, the current trip distribution may need to be modified and would require a revised Traffic Impact Analysis to be submitted for review by the WMPO and the City of Wilmington. This approval will become null and void.

The applicant is required to obtain all applicable City of Wilmington permits for access to the road network. All applicable City of Wilmington technical standards and policies shall apply.

Please contact me at 910-341-7890 with any questions regarding this approval.

Sincerely,



Abby Lorenzo

Senior Transportation Planner

Wilmington Metropolitan Planning Organization

Ec: Don Bennett, PE, City of Wilmington Traffic Engineer  
Denys Vielkanowitz, PE, Signal Systems Management Engineer, City of Wilmington  
Randall Glazier, Traffic Signs and Markings Engineer Manager, City of Wilmington  
Jeff Walton, Associate Planner, Current and Historic Preservation, City of Wilmington  
Brian Chambers, AICP, Senior Planner, Current Planning, City of Wilmington  
Ron Satterfield, AICP, Assistant Planning Director, City of Wilmington  
Mike Kozlosky, Executive Director, WMPO

10  
26

BK: RB 6359  
PG: 2724-2734  
RECORDED:  
09-25-2020  
12:57:24 PM  
BY: KELLIE GILES  
DEPUTY



2020039576  
NEW HANOVER COUNTY, NC  
TAMMY THEUSCH BEASLEY  
REGISTER OF DEEDS

NC FEE \$26.00

INSTRUMENT PREPARED BY: Assistant City Attorney, Shawn R. Evans, City of Wilmington  
& RETURN TO: City Attorney's Office, Post Office Box 1810, Wilmington, NC 28402

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

ENCROACHMENT AGREEMENT

Burdened Property: Walnut Street,  
2<sup>nd</sup> Street, and Grace Street Rights-of-way

For the Benefit of: R04817-001-009-000  
R04817-001-014-000, R04720-005-001-000  
R04817-001-001-000

THIS AGREEMENT made this 25<sup>th</sup> day of March, 2020, by and between the CITY OF WILMINGTON, a North Carolina municipal corporation, P.O. Box 1810, Wilmington, NC 28402 (hereinafter called "GRANTOR" or "CITY") and Riverbend #1, L.L.C., a North Carolina limited liability company, of P.O. Box 1087, West End, North Carolina 27376 (hereinafter called "GRANTEE").

WITNESSETH

WHEREAS, Walnut Street, 2<sup>nd</sup> Street, and Grace Street is a City owned Right-of-way located in Wilmington, North Carolina (hereinafter referred to as "City's Property"); and

WHEREAS, GRANTEE is installing balconies over the City's Right-of-way; and

WHEREAS, GRANTEE has requested to encroach upon the City's Property located at North Walnut Street, West 2<sup>nd</sup> Street, and South Grace Street in the location shown on Exhibit A; and

WHEREAS, GRANTEE's proposed encroachment is described on Exhibit A as "3'- 9 1/4" Balcony Encroachment" at 2<sup>nd</sup> Street, "2'- 3 7/8" Balcony Encroachment" at Grace Street, and "1'- 6 1/2" Balcony Encroachment" at Walnut Street. (hereinafter collectively referred to as the "Encroachment"); and

WHEREAS, GRANTEE has represented the Encroachment will not substantially impair or hinder the use of the City's Right-of-way; and

WHEREAS, the CITY in the exercise of the authority conferred upon it by law, is willing to allow and grant GRANTEE the privilege of a continuing encroachment onto the City's Right-of-way pursuant to the conditions stated in this agreement.

NOW, THEREFORE, IT IS AGREED that the CITY hereby grants to the GRANTEE the privilege to make the hereafter described certain Encroachments pursuant to all the terms and conditions of Section 18-697 of the Wilmington City Code, relating to the following properties and subject to the conditions recited herein:

BURDENED PROPERTY

Walnut Street, 2nd Street, and Grace Street as shown on Exhibit A.

BENEFITTED PROPERTY

Property to which this privilege is attached: Being all that real property located in New Hanover County, North Carolina legally described in those deeds recorded in Deed Book 6016 at Page 78, Deed Book 5875 at Page 1811, Deed Book 5954 at Page 669, and Deed Book 5945 at Page 2719 in the New Hanover County Registry, North Carolina, and identified by the New Hanover County Tax Office as R04817-001-009-000, R04817-001-014-000, R04720-005-001-000, and R04817-001-001-000.

GENERAL CONDITIONS

- (1) The design, renovation, construction, operation, maintenance, and use of the Encroachment shall be in accordance with plans and specifications reviewed and approved by the City Engineer or his designated representative.
- (2) The GRANTEE shall design, renovate, construct, and use the Encroachment in a safe and proper manner and shall maintain the Encroachment in a safe and proper condition at all times so that the Encroachment will not interfere with or endanger the use of the City street right-of-way or other property by the CITY or general public. Final plans must be submitted to the CITY and approved in writing by CITY's Engineering Department. The GRANTEE shall not obstruct or interfere with proper maintenance or use of the CITY's right-of-way, property, and facilities. If at any time the CITY shall require the repair, removal, alteration, or change in the location and/or design of the Encroachment or of its own property and facilities, which shall not be unreasonably imposed, the GRANTEE shall, at the CITY's option, promptly repair, alter, remove, and/or replace the Encroachment without any cost to the CITY, or reimburse the CITY in full for all cost incurred by it for the repair, alteration, removal, and/or replacement of the Encroachment. The GRANTEE reserves the right to abandon the encroachment and remove the materials encroaching into the right-of-way or property in the event that the CITY requires repair, removal, alteration, or change in location or design that the GRANTEE deems financially burdensome. Such abandonment shall be by a written document recorded in the New Hanover County Register of Deeds referencing this agreement, after notice to the CITY.
- (3) The GRANTEE agrees to provide at all times during the construction, renovation, maintenance, repair, and removal of the Encroachment proper signs, signal lights, flagmen, barricades, and other warning devices for the protection of pedestrian and vehicular traffic if needed for conformance with the



latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the office of the City Engineer.

(4) To the fullest extent permitted by law, GRANTEE shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the design, construction, renovation, maintenance, or use by GRANTEE of the Encroachment (or by any person acting for the GRANTEE or for whom the GRANTEE is or is alleged to be in any way responsible) whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the GRANTEE, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. The GRANTEE expressly understands and agrees that any performance bond or insurance protection required by the GRANTEE or the CITY, shall in no way limit the GRANTEE's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

(5) GRANTEE shall take out and maintain during the life of this agreement Commercial General Liability (CGL) insurance in an amount not less than one million dollars (\$1,000,000) each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The City of Wilmington its officers, officials, agents, and employees are to be covered as an additional insured under the CGL by endorsement CG 20 10 or CG 20 33 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the GRANTEE; products and completed operations of the GRANTEE; premises owned, leased or used by the GRANTEE. The GRANTEE's CGL insurance shall be primary as respects CITY, its officers, officials, agents, and employees. The policies are to contain, or be endorsed to contain, the following provisions:

- a. To the extent possible, each insurance policy required by this encroachment shall be endorsed to state that coverage shall not be modified or canceled by the GRANTEE's insurer except after 30 days prior written notice has been given to City of Wilmington, PO Box 1810,

Wilmington, NC 28402-1810. Regardless of whether such endorsement is available, GRANTEE acknowledges that failure to remain fully insured at all times is grounds for immediate revocation of this encroachment. At all times, the GRANTEE shall remain obligated to notify the CITY immediately in writing of any changes in the status of the terms of its insurance coverage and to be fully liable for the direct or consequential damages for the failure to do so.

- b. If GRANTEE's liability policies do not contain the standard ISO "Separation of Insureds" provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by CITY.

GRANTEE shall furnish CITY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each policy providing certified coverage until all operations under this contract are deemed complete.

GRANTEE shall include all contractors as an insured under its policies or shall furnish separate certificates for each contractor. All coverage for contractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the contractor shall be responsible for assuring that all contractors are properly insured.

By requiring insurance herein, CITY does not represent that coverage and limits will necessarily be adequate to protect the GRANTEE and such coverage and limits shall not be deemed as a limitation of GRANTEE's liability under the indemnities granted to CITY in this encroachment. The CITY reserves the right to inspect any policy and to approve its form, including all exclusions and endorsements.

(6) The GRANTEE agrees to restore all areas of the existing right-of-way or property disturbed by the construction, renovation, operation, maintenance and use of the Encroachment to a condition satisfactory to the City Engineer. When any such activity disturbs the ground surface or the existing groundcover (improved or unimproved), the GRANTEE agrees to remove, repair, restore and/or replace the ground surface and cover to a condition satisfactory to the City Engineer.

(7) The GRANTEE agrees to obtain all the necessary permits, pay any associated permit fees, and assume the actual cost of any inspection of the work required by local, state or federal law, rule or regulation or considered to be necessary by the City Engineer or his designee.

(8) The GRANTEE agrees to have available at the construction site, at all times during any construction or renovation, copies of all required permits and a copy of this agreement evidencing approval by the CITY.

(9) If any work described in this agreement is being performed on a street, the GRANTEE shall give written notice to the City Engineer when all work allowed herein has been completed.

(10) In the case of noncompliance with any term of this agreement by the GRANTEE, the CITY reserves the right to stop all work until the Encroachment has either been brought into compliance or been removed from the City's street, or other property and to recover from GRANTEE all of the City's associated costs and expenses.

(11) This agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of formal authorization by the CITY unless the time is extended in writing by the CITY.

(12) This agreement shall remain subject to outstanding franchise agreements and the City Charter provisions related to the granting of franchises. Nothing herein shall be construed to grant any exclusive or perpetual right or property interest to GRANTEE in or to any area or property which either belongs to the CITY or is dedicated to public use.

(13) GRANTEE agrees to construct, renovate, own, operate, maintain, and use the Encroachment and related facilities in a safe and proper condition so that it will not interfere with or endanger travel upon the CITY's right-of-way, nor obstruct, damage, or interfere with the proper use or maintenance thereof. GRANTEE shall at their sole cost and expense make repairs as are necessary to keep the Encroachment and related facilities in good operating condition. GRANTEE further agrees to reimburse CITY for the cost incurred for any repairs or maintenance to its streets, roadways, facilities, structures, or other property necessitated by the construction, renovation, existence and/or use of the Encroachment by the GRANTEE.

(14) This agreement shall be subject to termination by the CITY at any time for any reason.

(15) At the termination of this encroachment agreement for whatever cause, GRANTEE shall remove all personal property and/or improvements placed in the public right-of-way, shall restore the CITY's property to its original condition (ordinary wear and tear excepted), and shall pay all costs related to such removal and restoration without any cost to the CITY, or reimburse the CITY in full for all cost incurred by it for the removal and restoration, so that the CITY's property and the areas dedicated to public use will be returned to the exclusive use of the CITY and the public after removal of the Encroachment.

(16) GRANTEE will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; soil erosion and sedimentation control; public and private nuisances; health or safety; and zoning, subdivision or other land use regulations. GRANTEE will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all orders and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environment and Natural Resources, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

(17) GRANTEE, for purposes of this agreement, is an independent contractor and not an agent of the CITY. As such the GRANTEE shall not be entitled to any CITY employment benefits (including

vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits), and the CITY shall not assume vicarious liability for GRANTEE's acts or omissions.

(18) No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of work for GRANTEE.

(19) The CITY's failure, to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

(20) All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

(21) This agreement constitutes the entire understanding of the parties with respect to the hereinabove described certain Encroachments.

(22) The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this agreement.

(23) Any fees charged hereunder are intended to reflect as closely as possible the CITY's actual cost and neither party intends to waive the CITY's sovereign immunity by reason of this agreement.

(24) If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

(25) This agreement shall not be modified or otherwise amended except in writing signed by the parties.

(26) The designations GRANTEE, GRANTOR and CITY as used herein shall include singular, plural, masculine, feminine or neuter as required by context.

#### SPECIAL CONDITIONS

(27) This Encroachment Agreement shall be subject to the following special conditions:

a. The improvements may not be modified or otherwise altered in any substantial manner that would increase the degree of encroachment into the City Property without further review and approval by City Council.

b. Damage to any part of the improvements resulting from maintenance of existing or construction of new facilities within the encroachment area, by City employees or agents, shall be the responsibility of the GRANTEE.

c. The final design of the encroachment shall be subject to review and approval of the City Engineer and shall not obstruct or interfere with the public use of City's Property.

d. The GRANTEE and/or his agents or assigns shall take all reasonable and necessary measures to ensure the safety of the general public through the construction of the various building components.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

GRANTOR:  
CITY OF WILMINGTON

By: *Sterling B. Cheatham*  
Sterling B. Cheatham, City Manager

APPROVED AS TO FORM:

*[Signature]*

Shawn R. Evans, Assistant City Attorney

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, *Christine L. Compton*, a Notary Public in *Brunswick* County, North Carolina certify that Sterling B. Cheatham personally appeared before me this day and acknowledged that he is the City Manager of the City of Wilmington, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City of Wilmington, the foregoing instrument was signed in its named by him as its Manager.

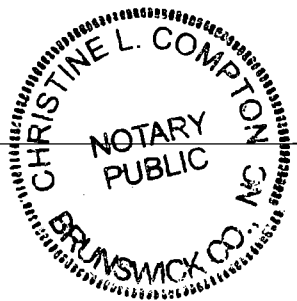
WITNESS my hand and notarial seal, this the *24<sup>th</sup>* day of *September*, 20*20*.

*Christine L. Compton*  
Notary Public

My Commission Expires:

*June 7, 2024*

[SEAL]





GRANTEE:  
Riverbend #1, L.L.C.

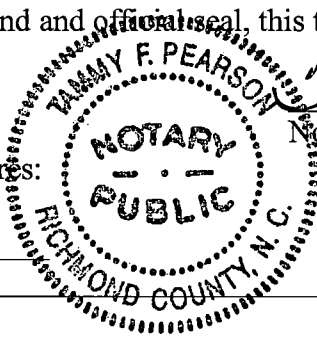
By: [Signature]  
Title: Member/Manager

STATE OF North Carolina

COUNTY OF MOORE

I, Tammy F. Pearson, a Notary Public for Richmond County, state of North Carolina, do hereby certify that JAMES R. KIRKPATRICK, personally appeared before me this day and acknowledged that he is a duly authorized Member/Manager of Riverbend #1 LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him/her as its Member/Manager.

Witness my hand and official seal, this the 25<sup>th</sup> day of March, 2020.



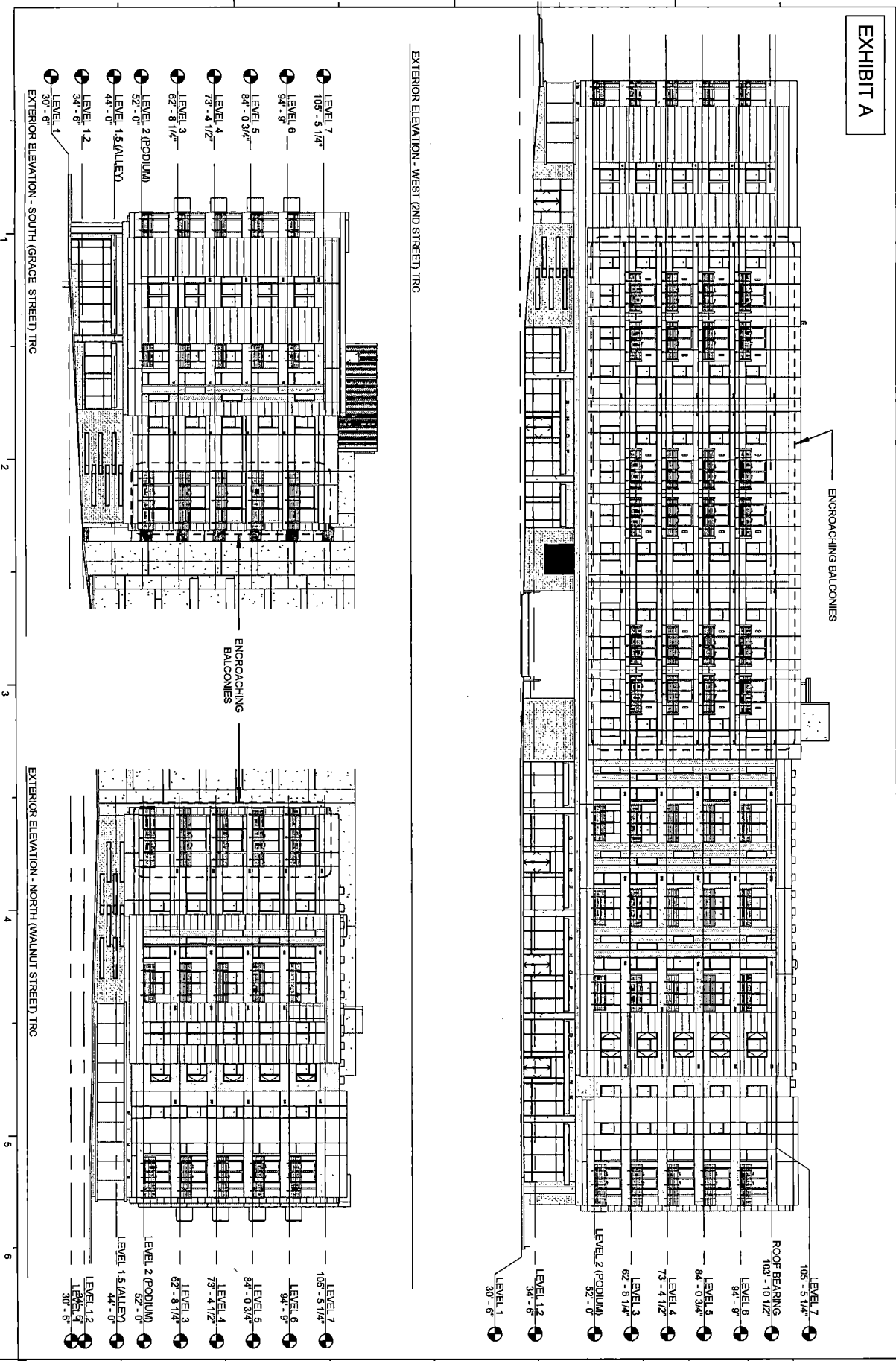
Tammy F. Pearson  
Notary Public

My Commission Expires:

[SEAL]  
4/9/2021

**EXHIBIT A**

2/24/2020 11:00:28 AM



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

RIVERBEND #1, LLC

RIVERBEND @ 2ND & GRACE



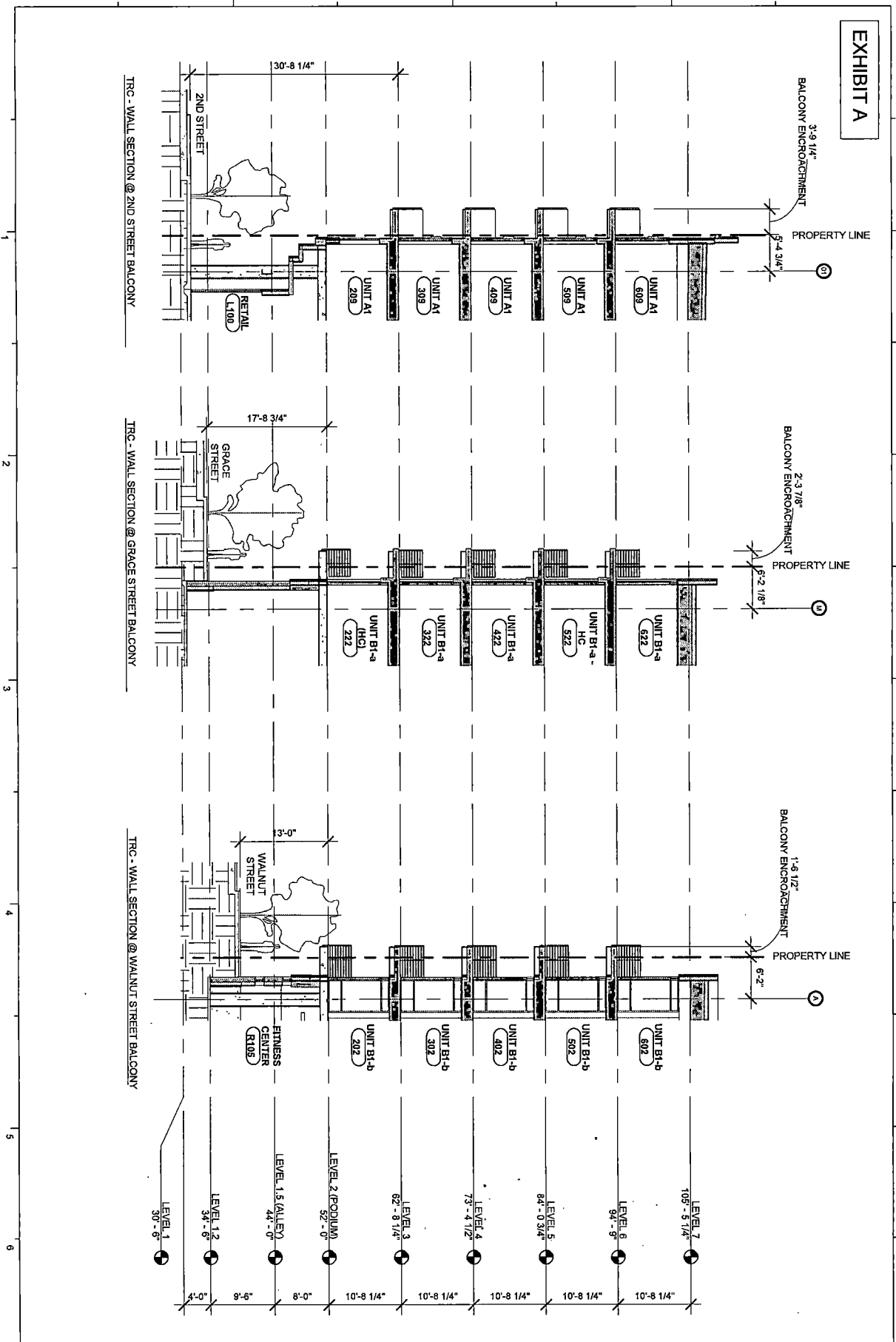
111 N. THIRD STREET, SUITE 300  
 WASHINGTON, NORTH CAROLINA 27578  
 TEL: 919.833.1111 FAX: 919.833.1111  
 WWW.LSP.COM

REVISIONS:

PROJECT: 7106-10000  
 DATE: 20 SEPT 2018  
 DRAWN BY: JES  
 CHECKED BY: GDA

BALCONY ENCROACHMENT - EXTERIOR LOCATIONS  
**A-900T**

**EXHIBIT A**



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

RIVERBEND #1, LLC

RIVERBEND @ 2ND & GRACE



141 N. SHERWOOD DRIVE SUITE 200 WASHINGTON, NORTH CAROLINA 27571 TEL: 919.286.1111 FAX: 919.286.1111 WWW.LSP.COM

REVISIONS:

PROJECT: 7106-16200  
DATE: 20 SEPT 2019  
DRAWN BY: JES  
CHECKED BY: GDA

BALCONY ENCROACHMENT SECTION DIAGRAMS  
**A-901T**

TAMMY THEUSCH  
BEASLEY  
Register of Deeds

# New Hanover County

## Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401  
Telephone 910-798-4530 • Fax 910-798-7716



\*\*\*\*\*

State of North Carolina, County of NEW HANOVER  
Filed For Registration: 09/25/2020 12:57:24 PM  
Book: RB 6359 Page: 2724-2734  
11 PGS \$26.00  
Real Property \$26.00  
Recorder: KELLIE GILES  
Document No: 2020039576

\*\*\*\*\*

**DO NOT REMOVE!**

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.