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INTERLOCAL AGREEMENT LITTLE RIVER RESERVOIR WATER SUPPLY WATERSHED PROTECTION

This INTERLOCAL AGREEMENT is dated the ___ day of _____, 2007, and is among the City of RALEIGH (“Raleigh”), and Towns of ROLESVILLE (“Rolesville”), WAKE FOREST (“Wake Forest”), WENDELL (“Wendell”), and ZEBULON (“Zebulon”) all of the above being municipal corporations and public bodies politic of the State of North Carolina (herein sometimes collectively referred to as the Municipal Parties); and WAKE COUNTY (the “County”), a body politic and a political subdivision of the State of North Carolina.

WITNESSETH:

WHEREAS, the County of Wake, the City of Raleigh and the Towns of Rolesville, Wake Forest, Wendell, and Zebulon have determined that it is in their best interests to mutually agree upon the limits of Urban Services Areas in the vicinity of the future Little River Reservoir, to protect surface water supplies by controlling development density and to control urban-style development in environmentally sensitive areas in order to protect the health, safety and general welfare of the public pursuant to the provisions of North Carolina General Statutes Section 143-214.5, 153A-121 and 160A-174; and

WHEREAS, these parties do hereby enter into an interlocal agreement pursuant to the provisions of North Carolina General Statute Sections 160A-461, 160A-464, 153A-121, 160A-174 and 143-214.5 to establish an urban growth boundary for the purpose of protecting surface water supplies by controlling development density and for controlling urban-style development in environmentally sensitive areas in order to protect the health, safety and general welfare of the public; and

WHEREAS, the agreement on the limits of the Urban Services Area boundary will either reaffirm or modify the Urban Services Area designation, which were created in partnership with all the jurisdictions, and are defined by the official Wake County Land Use Plan: General Classifications Map Attachment A, originally adopted on July 21, 1997 and most recently amended on November 20, 2006; and

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WHEREAS, this Agreement is entered into by all parties for the purpose of implementing consistent water quality protection measures within the Little River Reservoir Water Supply Watershed so that it may permanently serve the water supply needs of the City of Raleigh Water System and all of its customers; and

WHEREAS, this Agreement is entered into pursuant to North Carolina General Statutes, Article 20, Part 1 of Chapter 160A;

NOW THEREFORE, in consideration of the mutual goals and promises contained herein, and the mutual benefits to result there from, the parties agree as follows:

1. **WATER QUALITY:** The parties recognize the current water quality designation and high degree of water quality that exists in the Little River and all of its tributaries at the proposed dam and reservoir location, which is immediately upstream of the US 64/ 264 bridge in eastern Wake County. The parties agree that each jurisdiction shall implement the measures and methods described herein to protect and maintain the current high water quality in the Little River.
2. **ZONING WITHIN THE LITTLE RIVER WATER SUPPLY WATERSHED:** The parties agree to limit development in the watershed area to residential development, with the exception of non-residential development in a Non-urban Activity Center as designated on the Wake County Land Use Plan. The procedure for approving such uses shall follow the procedure of the approving jurisdiction. For instance, Wake County allows such development through the issuance of a Special Use Permit by the Board of Adjustment.
3. **DENSITY OF DEVELOPMENT IN WATERSHED:** The parties agree to pursue lower densities within the critical area of the Little River watershed as shown on the Attachment B map. The parties agree to a maximum of one (1) dwelling unit per three (3) acres in the critical area of the Little River Watershed, and to maintain densities of one (1) dwelling unit per one (1) acre in the non-critical area. The municipal parties to this

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agreement support the legislative process of the County in lowering the density of the critical area of the Little River watershed, and agree to provide technical assistance and logistical aid to the County as it follows the process of pursuing land use plan amendment and rezoning.

4. **STORMWATER:** The parties agree to limitations on impervious surfaces within the watershed. Impervious surface limits are a 6% maximum in the critical area and 12% maximum in the non-critical area for all uses as currently required in Water Supply Watersheds classified as WS-II.
5. **BUFFERS:** Stream buffer protection is recognized as an important component of watershed management. The parties agree to 100-foot wide undisturbed stream buffers in the Little River Watershed, and adding all tributaries in the reservoir to the County's open space acquisition corridor priority list.
6. **FLOODPLAIN REGULATIONS:** The parties agree to not allow development in the 100-year floodplain of the Little River Watershed; however, to the extent possible under current state and federal regulations, this prohibition will not exclude development of Greenways and public parks.
7. **WATER/SEWER ACCESS IN WATERSHED AREA:** The parties agree to not allow extension of water and/or sewer lines in both the critical and non-critical areas of the watershed, except as necessary to protect the public health and safety, and for existing developed properties only. The need to protect the public health and safety in the preceding sentence shall be a determination of the Wake County Environmental Services Director and his decision may be reviewed pursuant to the Wake County Environmental Services Rules of Appeal. In addition to the other circumstances when an extension of water and/or sewer lines may be allowed to existing developed properties in the watershed, the parties agree that an extension of water and/or sewer lines for existing developed properties may be allowed by the Raleigh Public Utilities when the N. C. Department of Environment and Natural Resources requests the extension due to

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environmental contamination of the water and/or sewer service. Consent from all parties to the interlocal agreement is required prior to the extension of water or sewer lines.

8. ANNEXATION: The parties agree to not allow annexation in both critical and non-critical areas of the watershed after the Urban Services Area is established. If a non-urban area is adjusted such that it is no longer a part of the Little River watershed, the area will be eligible for transfer to the appropriate municipality.

9. STREAMLINE RESTORATION: Parties to the interlocal agreement shall work with the Raleigh to acquire access easements for stream restoration and wetlands mitigation.

10. RESERVOIR USES: The parties agree to adopt recreational use conditions for the Little River Reservoir. These conditions are as follows; however, further conditions may be imposed subsequently by the parties to this agreement, by amendment to this agreement:
 - a. Fishing shall be permitted only from a boat furnished or authorized by the proper authority or from a pier erected for that purpose;
 - b. Bank fishing is prohibited;
 - c. No private boat of any type shall be allowed upon the reservoir at any time;
 - d. No gasoline or other petroleum-powered motors are permitted upon the reservoir;
 - e. No more than sixty (60) boats shall be permitted at any time upon the surface of the reservoir;
 - f. Swimming is prohibited.

11. FUTURE REQUIREMENTS - The parties will work together to implement further, more stringent requirements, if such are found to be necessary or appropriate in order to provide additional water quality protection or to achieve regulatory permitting for construction of the Little River Reservoir. This Agreement may be amended by written agreement consented to by all parties.

This Agreement shall become effective on _____, 2007, and shall remain effective until a legal termination occurs or 50 years, whichever comes first.

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IN WITNESS WHEREOF, The Boards of the respective Parties have approved this agreement and have caused it to be signed by the Chairman or Mayor of each Board and attested to by the Clerk of that Board, the year and day first written above.

COUNTY OF WAKE

By: _____
Tony Gurley, Chairman

ATTEST: _____
Clerk

CITY OF RALEIGH

By: _____
Charles C. Meeker, Mayor

ATTEST: _____
Clerk

TOWN OF ROLESVILLE

By: _____
Nancy M. Kelly, Mayor

ATTEST: _____
Clerk

TOWN OF WAKE FOREST

By: _____
Vivian A. Jones, Mayor

ATTEST: _____
Clerk

TOWN OF WENDELL

By: _____

Tim Hinnant, Mayor

ATTEST: _____
Clerk

TOWN OF ZEBULON

By: _____

Robert S. Matheny, Mayor

ATTEST: _____
Clerk