

PAT McCRORY
Governor
NICHOLAS J. TENNYSON
Secretary

July 22, 2016

Ms. Sarah O Brien Chatham Capital, LLC 400 Market Street Chapel Hill, North Carolina

-AND -

Chatham County P.O. Box 1809 Pittsboro, North Carolina 27312

**SUBJECT:** 

**ENCROACHMENT AGREEMENT (19.4339)** 

8" Waterline and Appurtenances

**SR 1700** 

**Chatham County** 

Dear Ms. OBrien:

Attached is a properly executed copy of a Right of Way Encroachment Agreement which covers the following:

Installation of 8" waterline and appurtenances on SR 1700 and all associated work in Chatham County, and any associated pre-construction work.

This agreement is approved subject to the Special Provisions and plans which are attached to and made a part of the Encroachment Agreement. Any work associated with the subject project permitted under an NCDOT approved Driveway Permit shall be completed in accordance with this Encroachment Agreement.

Sincerely,

Brandon H. Jones, P.E. Division Engineer

---- DocuSigned by:

Must C. Jellsum E72EF75317784CB...

By: Marty C. Tillman District Engineer

Page 2 of 2 Encroachment # 19.4339 Chatham Capital, LLC and Chatham County

### Attachments

cc:

Robert Memory, State Utility Agent, Utility Coordination Unit (cover letter only)

Marty Tillman, District Engineer (with original)

Justin Bullock, P.E., Chatham County Maintenance Engineer's office

Russell Briggs, P.E., B&F Consulting

Lynn Richardson, Chatham County Planning

File

(19.4339)

### **ENCROACHMENT SPECIAL PROVISIONS**

Sunset Grove Subdivision
DW# 19.1003 (Chatham County)

### Approval of the encroachment agreement is made subject to the following Special Provisions:

- 1. Changes noted in red on the plans shall be incorporated into and made a part of the encroachment agreement. An executed copy of the encroachment agreement shall be available at the construction site at all times. NCDOT reserves the right to stop all work unless evidence of approval can be shown.
- **2.** Notify the following prior to beginning work:
  - Justin Bullock, P.E., Maintenance Engineer 1404 E Raleigh St. Siler City, NC 27344 (919)742-3431
- 3. The Encroaching Party shall comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species, and historical sites.
- 4. All materials and construction shall be in accordance with NCDOT standards and specifications, including but not limited to the latest versions of the <u>NCDOT Standard Specifications for Roads and Structures</u>, the <u>NCDOT Roadway Standards Drawings</u>, and <u>NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way.</u>
- 5. It shall be the responsibility of the Encroacher to determine the location of other utilities within the encroachment area in accordance with General Statute 87-102. The Encroacher shall be responsible for notifying other utility owners and providing protection and safeguards to prevent damage or interruption to existing facilities and to maintain accessibility to existing utilities. Costs to repair, restore, or relocate existing utilities due to this encroachment shall be the responsibility of the encroaching party.
- 6. NCDOT does not guarantee the Right of Way on this road, nor will it be responsible for any claim for damages brought by any property owner by reason of this encroachment. All Right of Way and easements necessary for construction and maintenance shall be dedicated to NCDOT with the proof of dedication furnished to the District Engineer prior to beginning work. Encroachment within the Right of Way does not imply approval for encroachment onto adjacent property. The Encroacher shall be responsible for securing any easement, permit, permission, or approval for encroachment or other use of property outside the state maintained right of way. Right of Way monuments disturbed during construction shall be referenced by a Professional Land Surveyor and reset immediately after construction.
- 7. The encroaching Party shall take whatever measures are necessary to minimize soil erosion and siltation, water pollution, and air pollution. It shall be the responsibility of the Encroaching Party to keep fully informed to comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control. In the event of conflict between regulations, specifications, or requirements, the more restrictive requirement shall apply. All erosion and pollution control devices and measures shall be constructed, installed, maintained and removed by the encroaching party in accordance with all applicable Federal, State and Local laws, regulations, ordinances, and policies. No construction shall begin until all erosion control devices have been installed to the satisfaction of the District Engineer. Failure to comply with this provision shall be grounds for immediate suspension of all activities within the Right of Way.
- **8.** NCDOT WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM: Effective July 1, 2010, all flagging operations within NCDOT Right of Way require qualified and trained Work Zone Flaggers. Qualified and trained Work Zone Traffic Control Supervisors will be required on Significant Projects.
  - Training for this certification is provided by NCDOT approved training sources and by private entities that have been pre-approved to train themselves. If you have questions, contact our web site at <a href="http://www.ncdot.org/doh/preconstruct/wztc/WZTCTrainingProgram/default.html">http://www.ncdot.org/doh/preconstruct/wztc/WZTCTrainingProgram/default.html</a>, or contact Stuart Bourne, P.E. with NCDOT Work Zone Traffic Control Unit at (919) 662-4338 or <a href="mailto:sbourne@ncdot.gov">sbourne@ncdot.gov</a>.
- **9.** A \$150,000 Performance and Indemnity Bond shall be executed and posted with the District Engineer prior to beginning any work on the Right of Way. The bond shall remain in effect for a period of **one** years following

completion of the job. The encroaching party shall notify the District Engineer in writing when all work within the Right of Way has been completed. Upon receipt of written notification, the District Engineer will inspect the project and provide certification that the project has been completed. When the project has been satisfactorily completed for **one** years, the bonding company shall submit a written request along with a copy of the encroachment authorization to the District Engineer for release of the bond. The bond will be released upon satisfactory final inspection, review, and approval by the District Engineer.

- **10.** A \$150, 000 Performance and Indemnity Bond shall be executed and posted with the District Engineer prior to beginning any work on the Right of Way. The required bond may be executed in any of the following methods.
  - Cash bond in the form of a certified check payable to the North Carolina Department of Transportation.
  - Performance and indemnity bond underwritten by a surety company legally authorized to do business in North Carolina.
  - Continuing bond for the performance of work within the NCDOT Right of Ways.
  - Cashiers check or bank letter of credit (2 copies with original signature) in the amount of the bond.
  - The Bond shall be submitted to the District Engineer, North Carolina Department of Transportation, 300 DOT DRIVE, Asheboro, NC 27205. Please identify the Encroachment Agreement by including File # 19.1003 on the Bond.
- 11. Bonds shall remain in effect for a period of **one year** following completion of the job. The encroaching party shall notify the District Engineer in writing when all work within the Right of Way has been completed. Upon receipt of written notification, the District Engineer will inspect the project and provide certification that the project has been completed. When the project has been satisfactorily completed for **one year**, the bonding company shall submit a written request along with a copy of the encroachment authorization to the District Engineer for release of the Bond. The Bond will be released upon satisfactory final inspection, review, and approval by the District Engineer.
- 12. In the event this encroachment is constructed under multiple contracts and the bond requirement is delegated to the contractor or contractors, separate bonds may be posted. The amount of the bond secured by each contractor shall be proportional to the length and size of the contract. The bond will be held for a period of one (1) year following completion of the contract.
- 13. No work shall commence until all Bond requirements have been satisfied.
- **14.** The encroaching party shall provide an inspector acceptable to the District Engineer for the work to be performed under this agreement. All costs and expenses for inspection shall be the responsibility of the encroaching party. The inspector's name, telephone and qualifications shall be provided in writing to the District Engineer prior to beginning construction.
- **15.** A pre-construction conference between NCDOT, the Encroaching Party or the Encroaching Party's designated representative, and the contractor(s) is required prior to commencing any work within the Right of Way.
- **16.** Storage of materials or equipment within the Right of Way is prohibited. During non-working hours, equipment shall be parked as close to the right of way line as possible and shall be properly barricaded so that no equipment obstruction shall be within the Clear Recovery Area.
- 17. Construction equipment or vehicles shall not be parked on the pavement or roadway shoulder.
- **18.** Construction is authorized to be performed on Monday through Friday during the hours between sunrise and sunset.
- 19. No lane(s) of traffic shall be closed or alteration of the traffic flow will be allowed on or during holidays, holiday weekends, special events, and/or any other time when traffic is unusually heavy. Holidays and holiday weekends shall include, but not be limited to Easter, Memorial Day, Independence Day, and Labor Day.
- **20.** The encroaching party may delegate the performance of certain provisions of this agreement to contractors or other parties. However, this shall not in any way release the encroaching party from its obligations to the terms and provisions of the encroachment.

- 21. The Encroaching Party shall provide certification signed by a licensed Professional Engineer verifying that construction meets NCDOT design requirements. Certification shall include the following:
  - Subgrade density
  - Base and pavement thickness by type
  - Stone Base density
  - Core and test locations
- **22.** The Encroaching Party shall provide the District Engineer with "as-built" plans upon completion of the installation.
- 23. Written notification shall be provided to the District Engineer upon completion of the work proposed under this agreement. Materials test frequencies and methods shall be in conformance with the NCDOT Materials and Tests guidelines, or as directed by NCDOT. A letter of approval, or recommendations for compliance, will be provided upon receipt and review of test reports.
- 24. The encroaching party or the contractor(s) for the encroaching party may request a written letter stating that the encroachment has been satisfactorily completed by making a request in writing to the appropriate County Maintenance Engineer. The letter of completion does not relieve the encroaching party from any obligations or responsibilities under the terms and provisions of the encroachment or from obligations or responsibilities for making repairs needed for a reasonable time period.
- 25. The traveling public shall be warned of construction with complete and proper signing and traffic control devices in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD) and the latest NCDOT Roadway Standard Drawing and Standard Specifications for Roads and Structures. No work shall be performed in the Right of Way unless this requirement is satisfied. NCDOT reserves the right to require a written traffic control plan for encroachment operations. Traffic control devices and operations shall include, but are not limited to the following:
  - Adequate and appropriate advance warning signs for any and all work zones/closed or obstructed areas.
  - "End Construction" signage beyond the end of all work zones.
  - Adequate and appropriate delineation and control devices for all work zone areas including but not limited to lane closures, disturbed areas, and active work sites.
  - Properly trained and equipped flagmen/women.
  - Proper maintenance of all traffic control devices, including but not limited to proper signage and controls
    during periods of inactivity and removal of inappropriate traffic control signage and/or devices.
- 26. The Encroacher agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during construction and any subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawing and Standard Specifications for Roads and Structures and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer.
- **27.** Traffic shall not be detoured or rerouted without the prior written approval of the Division Engineer. Two-way traffic shall be maintained at all times.
- **28.** In the event work is completed in less time than permitted, the normal traffic pattern shall be restored as soon as the work has been completed.
- 29. The Traffic Services Supervisor shall be notified at (910) 947-3930 in Carthage, NC, prior to beginning work on the Right of Way if there are existing NCDOT signs, traffic signals, or signal equipment in or near the proposed work zone. Costs to relocate, replace, or repair NCDOT signs, signals, or associated equipment shall be the responsibility of the Encroacher.
- **30.** Excavation within 500 feet of a signalized intersection will require notification by the party of the second part to the Division Traffic Engineer at telephone number (910) 947-3930. All traffic signal or detection cables must be located prior to excavation.

- 31. All temporary and final pavement markings, reflective pavement markers, traffic control devices, and signage are the responsibility of the encroaching party and shall be installed in accordance with current NCDOT standards. Final pavement marking plans shall be submitted to and approved by the Division Traffic Engineer at (910)947-3930, at 150 DOT Drive, Carthage, NC 28327. Plans should be submitted as soon as possible to allow adequate time for review. Pavement markings shall be pre-marked and the Division Traffic Services Supervisor shall be notified at (910) 947-3930 for inspection of pre-marking before permanent pavement markings are placed. The encroaching party shall provide at least two working days notification for the inspection. Pavement markings and reflective pavement markers which are damaged, obscured, or obliterated during construction shall be replaced in conformance with current NCDOT standards. Thermoplastic pavement markings shall be installed at locations where the adjacent pavement are thermoplastic or as directed by the Division Traffic Engineer.
- 32. All pavement markings shall be thermoplastic and shall conform to the requirements of the latest version of the NCDOT Standard Specifications for Roads and Structures.
- **33.** Access to the site covered under this agreement shall remain closed (i.e. barricaded) to traffic until all requirements relating to traffic control and signalization have been satisfied.
- 34. Curb cuts and ramps for handicapped persons shall be constructed in accordance with the current NCDOT "Standard for Wheelchair Ramp Curb Cuts" and the Americans With Disabilities (ADA) Accessibility Guidelines for Buildings and Facilities.
- **35.** Ingress and egress shall be maintained to businesses and dwellings. Driveways altered during construction shall be restored to a condition equal to that prior to beginning construction.
- **36.** Excavated material shall not be placed on the paved roadway surface at any time unless specifically approved by the District Engineer. Drainage structures shall not be blocked with excavated material at any time.
- 37. Trenches/excavations/bore pits shall not remain open longer than a 24 hour period. No trench/excavation/bore pit shall be left open overnight except in the event of emergency, in which case the encroacher shall notify the District Engineer and inform him as to the nature and anticipated duration of the emergency. Any excavation left open overnight due to emergency shall be protected and delineated with complete, adequate and appropriate safety and traffic control devices.
- 38. All backfill shall meet the Statewide Borrow Criteria and shall be placed in accordance with section 300-6 of the latest version of the NCDOT Standard Specifications for Roads and Structures. Backfill material shall be free from rocks and debris placed in six inch loose layers and compacted to at least 95% of standard density as determined by AASHTO Method T-99 as modified by NCDOT, except that backfill material placed within eight (8) inches of the pavement subgrade shall be compacted to 100% of standard density. (Copies of these testing procedures are available on request from the NCDOT Materials and Tests Unit.) Each layer must be fully compacted by an approved mechanical tamp before the next layer is placed.
- **39.** Excavated areas adjacent to pavement having more than a 2 inch drop shall be backfilled and made safe with a 6:1 or flatter slope and shall be designated by appropriate delineation during periods of construction inactivity including, but not limited to, night and weekend hours.
- **40.** When burying around the end of a pipe, culvert, or bridge, the utility shall be located a minimum of five (5) feet from the nearest part of the pipe, culvert, or bridge, and buried to a minimum depth of five (5) feet below the stream bed. At points where the utility is placed under existing storm drains by trenching, the trench shall be backfilled with Class M concrete up to the outside diameter of the existing pipe.
- **41.** All excavations inside the theoretical 1:1 slope from the existing edge of pavement to the bottom of the nearest trench wall shall be made in accordance with the following conditions:
  - Traffic shall be moved to a travel lane outside the limits of a theoretical 1:1 slope from the bottom of the nearest trench wall to the pavement surface.
  - Active excavation shoring such as sheet piling shall be installed. The design of the shoring shall include
    the effects of traffic loads. The design shall be designed and sealed by an engineer registered in North
    Carolina. Shoring plans and design calculations shall be submitted to the Division Engineer for review
    prior to construction. Trench boxes shall not be accepted as positive shoring.

- The trench backfill shall meet the Statewide Borrow Criteria. The trench shall be backfilled in accordance
  with Section 300-6 of the latest version of the <u>NCDOT Standard Specifications for Roads and
  Structures.</u>
- At the first sign of trench failure, the trench shall be immediately backfilled with materials consisting of A-1, A-3, A-2-4 soils or A-4 soils having a maximum of 45% passing a No. 200 sieve and a maximum P.I. of 6. All work shall cease and the Division Engineer shall be contacted. The Encroaching party or contractor shall repair any damage to the pavement caused by the excavation.
- All trench excavation inside the limits of the theoretical 1:1 slope from the bottom of the nearest trench wall to the pavement surface shall be completely backfilled and compacted at the end of each construction day. No portion of the trench shall be left open overnight.
- The length of parallel excavation shall be limited to the length necessary to install and backfill on joint of pipe at a time, not to exceed twenty five (25) feet.
- **42.** If fill material is to be hauled to the site by means other than legally loaded trucks, the encroacher shall first notify the District Engineer of the method of hauling and provide a description of the haul route detailing all state maintained roads upon which material will be transported. The District Engineer shall determine any measures or precautions which shall be required to preserve and protect the integrity of the roadway and the safety of the traveling public.
- **43.** Drainage structures and systems shall be preserved and protected. Any structure which is disturbed or damaged during construction shall be immediately restored to its original condition at no expense to the Department of Transportation. All utility installations shall be designed and constructed so as not to hinder, disrupt or interfere with existing storm drainage. All facilities shall pass over or under highway drainage facilities.
- 44. The dry bore method of boring shall be utilized and made perpendicular to the roadway. Any bore exceeding 6 inches shall be encased. Encasements shall extend from ditch line to ditch line in cut sections, 5 feet beyond toe of slope in fill sections, and 3 feet behind curb sections. When the directional boring method is used an overbore shall not be more than two (2") inches greater than the diameter of the pipe encasement. An overbore exceeding two (2") inches greater than the diameter of the pipe or encasement will be considered if the encroachment agreement includes a statement signed and sealed by a North Carolina Registered Professional Engineer indicating that an overbore in excess of two (2") inches of the pipe or encasement will arch and no damage will be done to the pavement or subgrade.
- **45.** At points where the utility is placed under existing storm drains the trench shall be backfilled with Class B concrete up to the outside diameter of the existing pipe.
- 46. Hydrants shall be placed behind the roadway ditch and as near the right of way line as possible.
- 47. The grade of top of pipe or casing, including services, shall provide the following minimum bury:

Crossing under roadways -

3 feet from pavement surface

Longitudinal installations -

3 feet from finished grade

Crossing under ditches -

2 feet from ditch line

- **48.** All service connections shall be bored unless construction is of ductile iron or equal quality material with satisfactory leakproof joints.
- 49. All blow-off assemblies shall be directed away from any travel lane.
- **50.** All blow-off valves, vaults, manholes and other appurtenances within the NCDOT right of way shall be located behind the ditch and at the right of way line. Manholes and/or vaults shall not be placed in the ditch line, side slopes of ditches or in the pavement.
- 51. All manholes and/or vaults shall be of an NCDOT pre-approved design. Manholes or vaults shall be designed for HS-20 live loads and conform to the latest versions of the <u>NCDOT Standard Specifications for Roads and Structures</u>, the <u>NCDOT Roadway Standards Drawings</u>. Any proposed structure which is not of a design pre-approved by NCDOT shall be submitted to NCDOT with details and design calculations sealed by a Professional Engineer for approval prior to construction. A list of approved structures may be obtained from NCDOT Design Services at 919-250-4128.

- **52.** Manhole rings and covers and valve covers shall be a traffic bearing type designed for HS-20 loading and approved for use within NCDOT right of ways. All such appurtenances shall be installed flush to or below the surface of the ground in such a manner that they do not pose obstacles or obstructions to pedestrians, vehicles, equipment, or roadway maintenance operations.
- **53.** All vaults, manholes and other appurtenances within the NCDOT right of way shall be located behind the ditch and at the right of way line. Manholes and/or vaults shall not be placed in the ditch line, side slopes of ditches or in the pavement.
- **54.** Manholes/Valves should not be located in the pavement or shoulders of any State road. Exceptions may be made on roads at those locations where manholes/valves are essential parts of existing lines that are permitted to remain in place under existing and proposed roadways. Every effort should be made to minimize such installations and to avoid their location in wheel paths or at street intersections, insofar as practicable. Manholes should be designed and located in such a manner that will cause the least interference with roadway users, other utilities, and future highway expansion.
- **55.** Locating tape or detection wire shall be installed with non-ferrous pipelines.
- **56.** The encroaching party shall contact Justin Bullock, P.E., County Maintenance Engineer at (919) 724-3431 for inspection of forms or grade line prior to placing concrete for curb and gutter. A minimum of 24 hours notice is required for inspections.
- **57.** A ¼ inch per foot pavement slope based on the existing centerline in tangent sections is required. In addition, a smooth transition must be maintained along areas of superelevation. The proposed widening may necessitate wedging or resurfacing one half of the existing roadway to accomplish this requirement. Widened areas less than 6 feet in width shall utilize a full depth asphalt pavement design. The minimum pavement design shall be:

```
<#> inches Asphalt Surface Course — <type>
<#> inches Asphalt Binder Course — <type>
<#> inches Aggregate Base Course
or
2 inches Asphalt Surface Course — 9.5
4 inches Asphalt Binder Course — 119.0B
5 inches Asphalt Base Course — 20.0B
```

In areas of existing or proposed curb and gutter, the minimum pavement design shall be:

```
3 inches Asphalt Surface Course – <type>
4 inches Asphalt Binder Course – <type>
5 inches Asphalt Base Course - <type>
```

**58.** Where an installation is by open cut, the pavement shall be neatly sawed or cut perpendicular to the surface. The replacement base and surface shall extend a minimum of one foot beyond the excavated opening on each side and shall be equivalent to the original base and pavement or the design as stated in the encroachment agreement, whichever is greater. The minimum pavement design for pavements on secondary roads shall be:

```
3 inches Asphalt Surface Course – S9.5B Flowable fill to within 3" of asphalt grade
```

- **59.** All disturbed soil areas shall be promptly seeded and mulched. The encroaching party shall obtain the District Engineer's approval of ditch and shoulder grading prior to seeding and mulching.
- **60.** All earth areas shall be regraded, seeded and mulched in accordance with Section 1660 of the latest version of the **NCDOT Standard Specifications for Roads and Structures**. Final determination of soil type shall be made by the Engineer. The following rates in pounds per acre apply:
  - YEAR ROUND MIXTURE (Sandy Soils)
     KY 31 Tall Fescue or Alta Tall Fescue 50 pounds
     Pensacola Bahiagrass 50 pounds
     Centipede 5 pounds
     Fertilizer (10-20-20 analysis) 500 pounds
     Limestone 4000 pounds

- YEAR ROUND MIXTURE (Clay Soils)
   KY 31 Tall Fescue or Alta Tall Fescue 100 pounds
   Kenblue Bluegrass 15 pounds
   Fertilizer (10-20-20 analysis) 500 pounds
   Limestone 4000 pounds
- Add 10 pounds of Kobe or Korean Lespedeza and 10 pounds of Millet to the above mixture from May 1 to August 31.
- On cut and fill slopes 2:1 or steeper, add 30# Sericea Lespedeza from January 1 to December 31.
- Fertilizer shall be 10-20-20 analysis. Upon written approval of the Engineer, a different analysis may be used provided the 1-2-2 ratio is maintained and the rate of application is adjusted to provide the same amount of plant food as a 10-20-20 analysis.
- 61. The encroaching party or any agent acting on behalf of the encroaching party shall exercise care and provide any and all necessary measures and precautions to preserve and protect existing landscaping and roadside plantings within the right of way. Existing landscaping and landscape plantings shall not be disturbed unless approved by the NCDOT Division 8 Roadside Environmental Engineer. All costs associated with restoration or replacement of landscaping or landscape plantings damaged or destroyed by the encroaching party or its agents shall be the responsibility of the encroaching party.
- **62.** In the event it is determined that there is a conflict between the existing landscaping or landscape plantings and the proposed utility installation, the encroaching party or any agent acting on behalf of the encroaching party shall not proceed until the Division 8 Roadside Environmental Engineer has been notified and the conflict has been resolved to his satisfaction.
- **63.** Upon completion of the work authorized under this agreement, the encroaching party shall notify the Division 8 Roadside Environmental Engineer for inspection of the work to verify that landscaping and landscape plantings are acceptable. No bonds shall be released until this requirement has been satisfied.
- 64. The Division 8 Roadside Environmental Engineer can be contacted as follows:

Roadside Environmental Engineer 902 N. Sandhills Boulevard P. O. Box 1067Aberdeen, NC 28315 (910-944-2344)

- **65.** The area of proposed construction covered under this agreement lies within the limits of an NCDOT construction project and is subject to the following conditions:
  - Relocation, modification, or adjustment of the proposed utility necessary for the construction of the NCDOT project shall be the responsibility of the Encroaching party and shall be done at no expense to the Department of Transportation upon notification by the Department.
  - The NCDOT project shall have priority over all others. Work performed under this agreement shall be performed either prior to the NCDOT operations, or after the NCDOT project is completed. If the work is performed prior to the NCDOT project, the encroaching party shall obtain written approval from the District Engineer to commence work within the project limits. No work permitted under this encroachment shall be performed during the period of the NCDOT project unless approved in writing by the District Engineer. NCDOT shall not be held liable for any delays to work proposed under the encroachment agreement.
  - Installations proposed within an NCDOT contract project shall be subject to approval by the contractor for the project. The encroaching party shall obtain a waiver in writing from the project contractor releasing NCDOT from liability for damages or delays and granting access within the project limits.
- **66.** The encroaching party shall assume all responsibility, obligation, and liability for maintenance of the structure permitted under this encroachment agreement. This condition shall be conveyed in any future buy, lease, sell or rental agreement. In the event that the encroaching party or any future responsible party should fail to satisfy this condition, NCDOT reserves the right close or remove the structure.
- **67.** The utility proposed under this agreement shall be placed at or near the existing right of way line at a location acceptable to the District Engineer.

- **68.** The District Engineer will make a field inspection during construction to evaluate the need for guardrail. If the District Engineer determines that the location meets the current NCDOT warrants and criteria for the installation of guardrail, the encroaching party shall furnish and install guardrail at locations and as directed by the District Engineer.
- **69.** The following minimum dimensions shall apply where the method of installation is directional drilling or boring:
  - Depth below ground surface for parallel installations
     Depth below any ditch line
     Depth under Interstate and Controlled Access Facilities
     Depth under all other roadways
- 70. Notify Justin Bullock, P.E., County Maintenance Engineer, 1404 E Raleigh St, Siler City, NC 27344 (919) 724-3431, prior to beginning work. The encroaching party shall provide the District Engineer with the following information at least 3 working days prior to commencing operations:
  - Proposed schedule of operations
  - The name(s) and phone number(s) of project contact person(s).
  - Tentative locations where directional bores will commence and terminate.
- 71. All activities or operations approved under this agreement which fall within the project limits or contract period of any active NCDOT project shall require a waiver from the prime Contractor for the NCDOT project, granting the encroaching party access within the project and releasing NCDOT from claims against NCDOT by the prime Contractor resulting from the encroaching party's operations or activities. The NCDOT project shall have precedence and priority over all others.

ROUTE 1700	PROJECT	We# 19, 4/339 Sunset Grove	COUNTY OF	STATE OF NORTH CAROLINA Chatham
DEPARTMENT OF	RANSPORTATION	en e	THREE	PARTY RIGHT OF WAY
-AN	D.			HMENT AGREEMENT ON
Chatham C	apital LLC	*******	PRIMARY A	ND SECONDARY SYSTEM
	D			
Chatham	County			The second secon
	***************************************	Na renna		
THIS AGREEMENT I Transportation, party of			of Tuff . 20 16	. by and between the Department
and the state of t		party of the	second part; and C	hatham County
		* *************************************		party of the third part,
		WITHESSE		
THAT WHEREAS	, the party of the secon	d part desires to encre	oach on the right of v	ray of the public road designated as
714 and continuing north	ward approximately 1/3	mile		1 of intersection of SR 1700 and SR
WHEREAS it is to the first part in the exercise the first part in the exercise that it is to be a subjected, si	the material advantage of authority conferred utiject to the conditions	of the party of the se upon it by statute, is v of this agreement.	scand part to effect tr	is by B&F Consulting dated 23 March us encroschment, and the party of ucroachment within the limits of the
nade a part hereof upon th	e following conditions.	lo wit.	eous), specifications	the party of the second part the right and special provisions which are
tevisions and arrendment may be obtained from the	s inereto as may be in offer Division Engineer or State	t at the date of this agree	process on the second control of the first part	ed in accordance with the party of I/AY RIGHTS OF -WAY and such these pulicips and procedures
That the said pady of the significant that it will not the thereof, to combine the piecessary due to estimate reducte the removal of or a	econd part binds and oblig effere with or endanger trav- arty of the first part for the on and existence of the faci- hacons in the leading of	ales nimiself to install and et upon said highway no rost incurried for any rena lities of the party of the si	t maintain the encronchi it distruct not interfere w ins or maintenance to its econd part, and 4 at any	ing facility in such safe and proper iffs the proper maintenance (roadweys and structures time the party of the first part shall saft broads himself, his successors without any cost to the party of the
Fhat the party of the se Bagmen and other warning for Samels and Highways a form the Circaron Engineer	and Amendments or Sugar	dunng construction and If traffic in conformance is ments harding information	any subsequent mande with the latest Manual on on as to the above runs	nance proper signs signal lights.  Limitoms Frailic Control Devices  and regulations may be obtained
That the borry of the se claims for damage that may	could pain hereby agrees to Fairse by reason of the insi	indomnity and slave name abation and mointenance	ness the party of the fire of this encroadinent	t part from an damages and
I had the arm of the				

cams for damage that may arise by reason of the installation and maintenance of this encodement.

That the party of this second part agrees to restore it arises essured staring installation and maintenance in the salistation in the believes it fing party of the except party gives to invertise the party of the first party of the first party of the first party of the second part agrees to invertise they reasonable precention during constitution and maintenance to prevent rording of soll string or polyton of mans streams (sites, reservoire, other water apply, informers, ground surfaces or other proceding, or could not of the air. There shall be compliance with applicable and displayments. North Cardina Sed mention Connect Commission, and with portionates of the substitution of virous counties, which politicities and other officeal agencies in aims to obscinct prevention and confidenation of which cardinal party of the second party of the second party of the second party of the part That the party of the second part agrees to assume the actual cost of any assection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the early of the second part agrees to have available at the construction site at all times ourning construction is deprecised systems agreement showing endonce of approval by the party of the first part. The party of the first part reserves the hight to stop all work unless evidence of approval can be shown.

evisions of approval can be shown.

Provided the work contained in this agreement is being performed on a comparted highway open to traffer because the because the provider notice to the Division Engineer of the party of the fest part when all work contained herein has been expedition.

Unless specifically requested by the party of the fest part, written notice of completion of work on highway projects unlike additional most provided to the party of the fest part, written notice of completion of work on highway projects unlike additional most provided to the party of the fest part, written notice of completion of work on highway projects unlike additional most provided to the party of the fest part, written notice of completion of work on highway projects unlike additional most party.

That in this case of noncompliance with the forms of this agreement by the pilicy of the speciol part the pility of the right to sup pil work until the facility has been brought into compliance or removed from the right of way, at no cost to dispatcy of the Table.

Trait is a served by both parties that this agreement shall become yould it actual construction of the work contemplated parties as pollipseless again warm one (1) year from this other of authorization by the party of the first part unless written waiver as sported programment. DISTRICT I accord part from the party of the first part.

FORM RAV 16 6 Rev July 1, 1977

DEPT. OF TRANSPORTATION

Ourng the performance of this contract, the second party, for usef, as assignees and successors in interest (horeinafter referred to as the 'contractor's agrees as follows

- compliance with Regulations
  The contractor shall comply with the Regulations relative to nond-communition in Federally—assisted programs of the U.S. Department of Transportation, Title 49. Code of Federal Regulations. Part 21, as they may be amended from time to time. (hereinafter referred to as the Regulations), which are herein incorporated by reference and
- Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations
- Senchations for Subcontracts, including Procurements of Materiais and Equipment in a subcontract or competitive planting or negotiation made by the contractor for work to be performed under a subcontract including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscontraction on the grounds of race, color
- Information and Reports. The contractor shall provide all information and records required by the Regulations or directives assured pursuant thereto, and shall permit access to its occess records accounts other sources of information and its facilities as may be determined by the Department of Transportation or the Reportal Highway Administration to be permited to ascentian compliance with such Regulations or directives. Where any information in the contractor is in the exclusive possession of another who fails or reduces to furnish his information, the contractor shall so certify to the Department of Transportation on the Empirical Mathema Administration and acceptance and early an appropriate and the provider Transportation, or the Faderal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information
- Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to
- withhoding of payments to the contractor under the contract until the contractor complies, and/or (2) cancellation, termination or suspension of the contract in whole or in part.
- incorporation of Provisions. The contractor shall include the provisions of paragraphs "a" through "i" in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enligicing such provisions including sencious for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with sugaron with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such higiation to protect the interests of the United States to enter into such libration in orders the universes of the United States. the United States to enter into such bligation to protect the interests of the United States

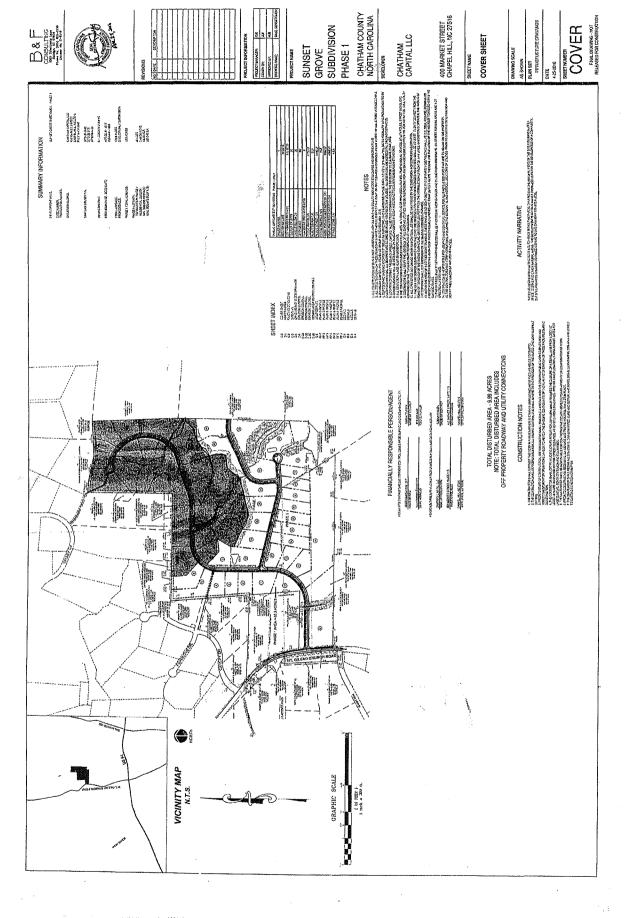
That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

RAW (168). Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date

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

DEPARTMENTMONTRANSPORTATION

WITNESS	BY: 1 John C. John ENGINEER
Missing william	Level Brie
Rosemary Waldorf	Sarah O'Brien, Member-Manager
400 Market Street	Chatham Capital, LLC
Chapel Hill NC	400 Market Street, Chapel Hill NC
WITNESS	Second Party
Lindsay K. Qay	Renei Paschel
Lindsay K Ray	Renee Paschal, County Manager, Chatham County
12 East Street PO Box 1809	12 East Street, PO Box 1809
Pittsboro, NC 27312	Pittsboro, NC 27312



## GENERAL NOTES

2012 NCDOT STANDARD SPECIFICATIONS FOR ROAD AND STRUCTURES - ROA following Roadway Standards appear of Trademyory Standards standards standards standards are considered by reference hereby are considerated. N. C. Dated 2312 are applicable to this project and by reference hereby are considered.

wethod of Clearing - Method II

duide for Graning Suppase - Secondary and Local

reached of Obtaining Suppase - Secondary and Local

reached of Obtaining Suppase - Secondary and Local

reached of Obtaining Suppase - Secondary and Local

Method of Obtaining Suppase - Intersections

Method of Subuler Content at Intersections

Method of Shoulder Content Endmall

Contente Endmall for Single and Double Pipe Culverts

Contente Endmall for Single and Double Pipe Culverts

Contente Order Liber

Contente Optible

Structure Anchor Units

Structure Anchor Units 510. NO. 280. 492 225. 542 225. 542 225. 642 225. 644 6554. 611 654. 613 654. 611 654. 612 654. 611 654. 612 654. 612 654. 612 654. 612 654. 613 65

NO. TITLE	.81 Rip Rap in Channels .	.02 Guide for Rip Rap at Pipe Outlets	.84 Drainage Ditches with Class "6" Rip Rap	.01 Work Zone Advance Warning Signs For Facilities < 55	.32 femporary Lane Closures 2-tane, 2-Way Roadway, 1 Lan		.11 Traffic Control Design Tables - Sign Spacing		.01 Cones	.81 Flagging Devices	1205.81 to 1285.89 Pavement Markings	.01 to 1253.01 Raised Payement Markers	.81 to 1262.82 Guardrail & Barrier Deliniators	.01 Temporary Silt Fence	.01 Gravel Construction Entrance	.01 Guide for Temporary Berms and Slope Drain	.82 Silt Basin Type B	.03 Temporary Silt Ditch	.05 Temporary Oliversions	.91 Matting Installation	.03 Rock Inlet Sediment Trap Type C		Ī
STB.NO.	875.81	875.02	876.94	1911.01	1101.92	1101.02	1191.11	1116.01	1135.01	1158.81	1205.	1259,01	1251.81	1695.01	. 1697.91	1622.01	1639.92	1638.93	1630.05	1631.91	1632,83	1633.62	1648.01

NDWAY ENGLISH STANDARD DRAWINGS	1.
ch - N. C. Bepartment of Transportation - ered a part of these plans:	2. ARE
31111	3. ALI
Rip Rap in Channels	A THI
Guide for Rip Rap at Pipe Outlets	SUBJEC
Drainage Ditches with Class "6" Rip Rap	SEARCH
Work Zone Advance Warning Signs For Facilities < 55 MPH	5. AN
Temporary Lane Closures 2-tane, 2-Nay Roadway, 1 Lane Closed	KOR!
Temporary tana Closures - Lane Markings	6. NA
Traffic Control Design Tables - Sign Spacing	DAIA
Stationary Mork Zone Signs	TO NC
Cones	2
Flagging Devices	
1285,89 Pavement Markings	
> 1253.01 Raised Pavement Markers	
o 1262.92 Guardrail & Barrier Deliniators	4
Temporary Silt Fence	PROVIE
Gravel Construction Entrance	PROPOS
Guide for Temporary Berms and Slope Bruin	2. 70
Silt Basin Type B	DRAMI
Temporary Silt Ditch	3. MI
Temporary Diversions	SHALL
Matting Installation	4. W
Rock Inlet Sediment Trap Type C	OBSER
Temporary Rock Silt Check Type B	
Coir Fiber Baffle	1 S
	10 EN
	CILLIAN

SUBDIVISION ROADWAY SECTION  50.0' PUBLIC ROW  60' SHOULDS 100 PWIT 100 PWI	The state of the s

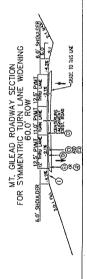
PHOP. 12" NA. ASPEALS COMPATE SURFACE COURSE, THE STANS. AT MA ACTUAL FAST OF NA USE, MES SO, 75, N. 2607 OF 100 LATES PROF. 23" WA. ASPAUL CONCRETE DANIES CHOSE, FINE 38 34. PION AFFIRE LD' ADMAI COURT DINKE COAR, PIE 343 al di Methal Bail O' 18 UE, ex Fi. Ti.

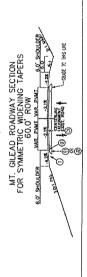
5 8 ខ ă 95

PAVEMENT SCHEDULE

THE PERSON AS THE PROPERTY WINDS AND THE PERSON THE PER PROP. I' WE. ASPERT CONSTITUTE ATTRICTS TO SHE IN THE SE, TO MO. 3' Mr. ASPALT CONCICE BUS COAST, THE TIME TO A MATERIAL CARE SP. SEL. PLA TO, TR. TR. TR.

PROP. IF AGREGATE BATH COMM. PROP. 16" ACCRECATE DAGE COAPSE. PROP. EARTH MATERIAL.





ز...

# EXISTING SURVEY NOTES:

CONSULTNG SONSULTNG SONSUL

ALL EASEMENTS ARE CENTERED ON EXISTING STRUCTURES 5 DIHERMISE NOTED.

THE POINT HOTED AS "CONTROL CORNER" SHALL NOT BE DEFHED OR LESS RELIABLE TRAN ANY OTHER POINT SHOW, HEREON, MO SS AC GRID COMPLANTES ARE NEL ELENATIONS TAKEN FROM PROVIDED BY SHILLIAM SHRVEYING, DATED ZALS-2214.E. REMY SHA DOCS FOR REPRESENT A BOUMBOARY SURVEY AND CONFORMS STATES AS STANDARDS. NACT FERNANDER WITHOUT THE BENEFIT OF A TITLE AND IS CT TO ANY FACTS NHICH MAY BE DISCLOSED BY A FULL TITLE EAS COMPUTED BY COORDINATE METHOD. L DISTANCES ARE HGRZIONTAL GROUND DISTANCES MEASURED

### PROJECT NOTES:

1. SAWCUT AND REPONE EXISTING PAVEKENT (FULL DEPTH) TO PRODICE STRALANDEL TATRICAL MAD LOKATIOJANAL JOJNYS TO THE IN PRODICES TRALANDEL TATRICAL MAD LOKATIOJANAL JOJNYS TO THE IN EAGLE STREAMEN ENGLIST DE 2612 NOOT ROADAWY STANDAND DRAAMIGS AS LISTED ON THIS SHEET.

S. MINDHAG, CLEANACKE FROM (1818, LING OF ARTRESCELTING STREETS SHALL BE AL LEAST THENTY (28) FEET PROVINCE SYGNAY WITHS PADJA, NO GOSTRUCTION BETWEEN TO (2) FEET RAD EGGHT (6) FEET IN HEIGHT ABOVE THE CHECK THE STANDARD BETSTS.

S. THE CONFIDENCE STANDARD THE REASEST TRAVELED MAY, IF NO CURBANG PATIST.

POJECT NAME

1. So Aveide a piecocche, activi contention with an Oraphan County
(19) Filed Activity County and include departs of the County
(19) Filed Activity County and include departs of the County
(19) Filed Activity County and Lancy of Seathers, as Mone,
(19) Filed Activity of Seathers are shown in supproved pure
(19) Filed Activity of Seathers are shown in supproved pure
(19) Filed Activity of Seathers are shown in supproved pure
(19) County of Co

CONSTRUCTION SECURICE

COLORISTICATION CONTROLL CONTROL CON A DESTRUCTION OF GENERAL STOCKS, WITHOUT STATE OF GENERAL STOCKS, STOC s sakana nuberikak entre eren kuntun hara dipuntarian dakoanuh da dabarah biogenerak dan menerakan menerakan daran berarah Nober dan haran menerak dan menerakan dakaman Haran bilandarah menerak menerakan dakaman , denoted the state of the stat

The control of the co

FEURL DRAWFIG - NOT RELEASED FOR CONSTRUCTION

PROJECT MANCHER 143

WHONSON 144

WHONSON 144

WHONSON 144

WHONSON 144 A DATE | MECHANISH ROJECT MYCHINATION

CHATHAM COUNTY NORTH CAROLINA SUBDIVISION PHASE 1 SUNSET GROVE

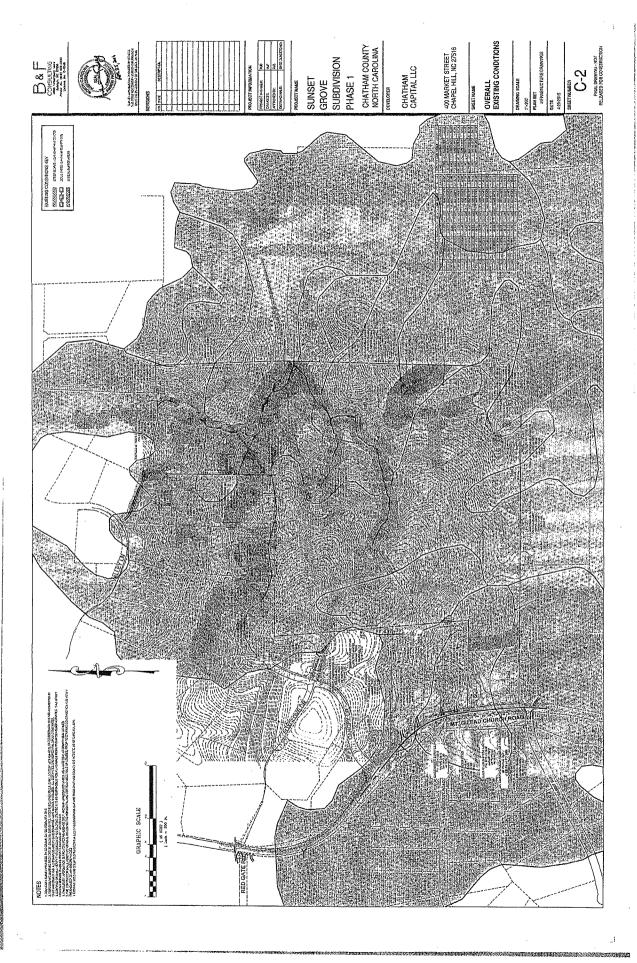
CHATHAM CAPITAL LLC DEVELOPER

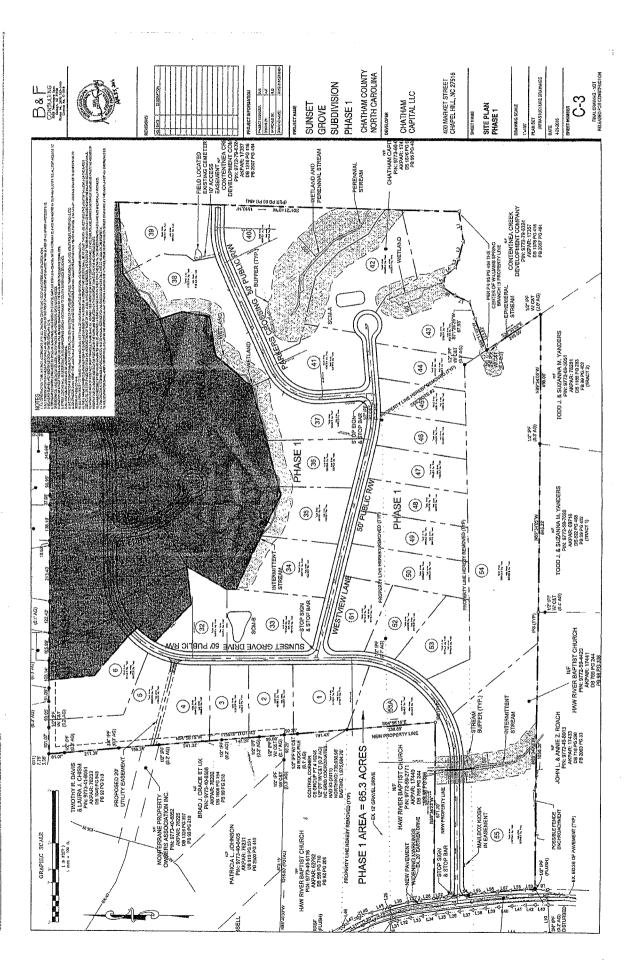
400 MARKET STREET CHAPEL HILL, NC 27516

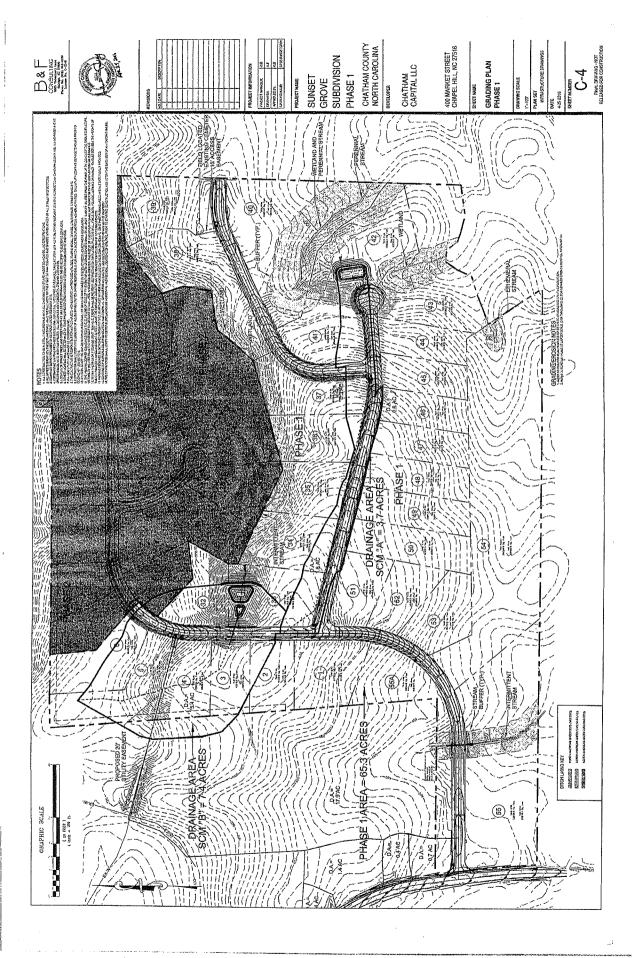
GENERAL NOTES

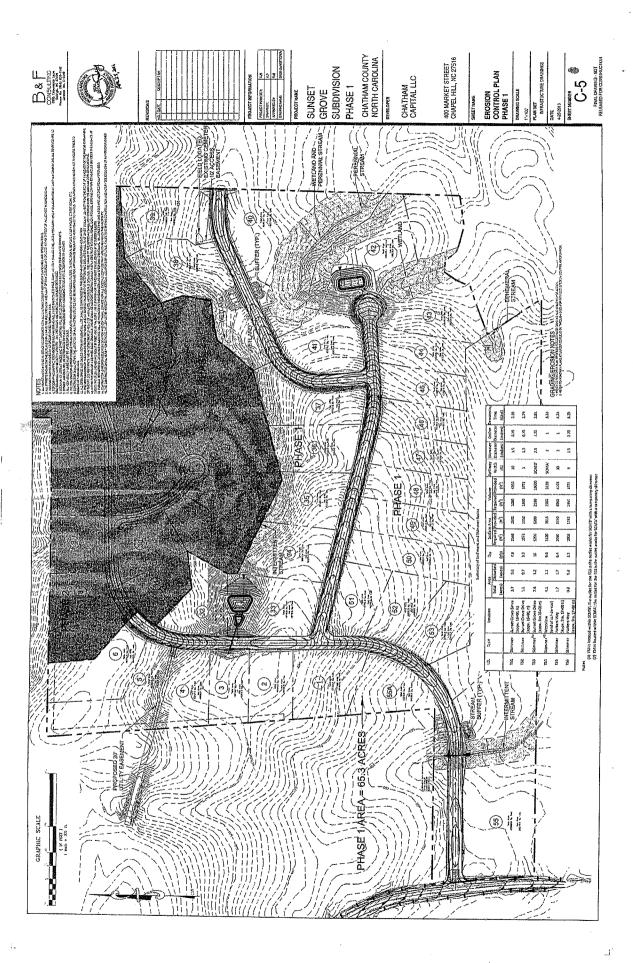
PLAN SET WFRASTUCTURE DRAWAGS

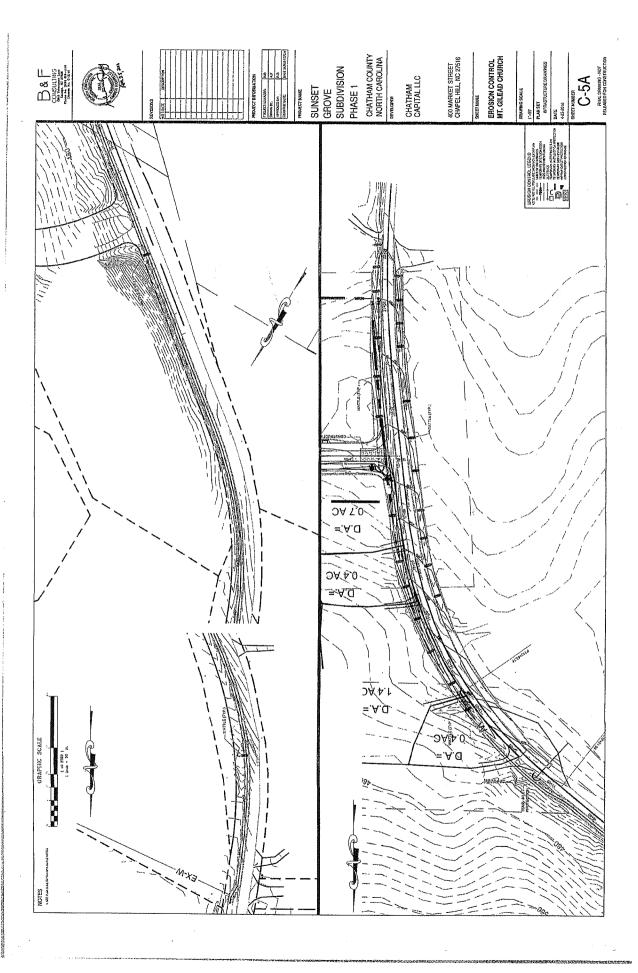
SPERT NUMBER

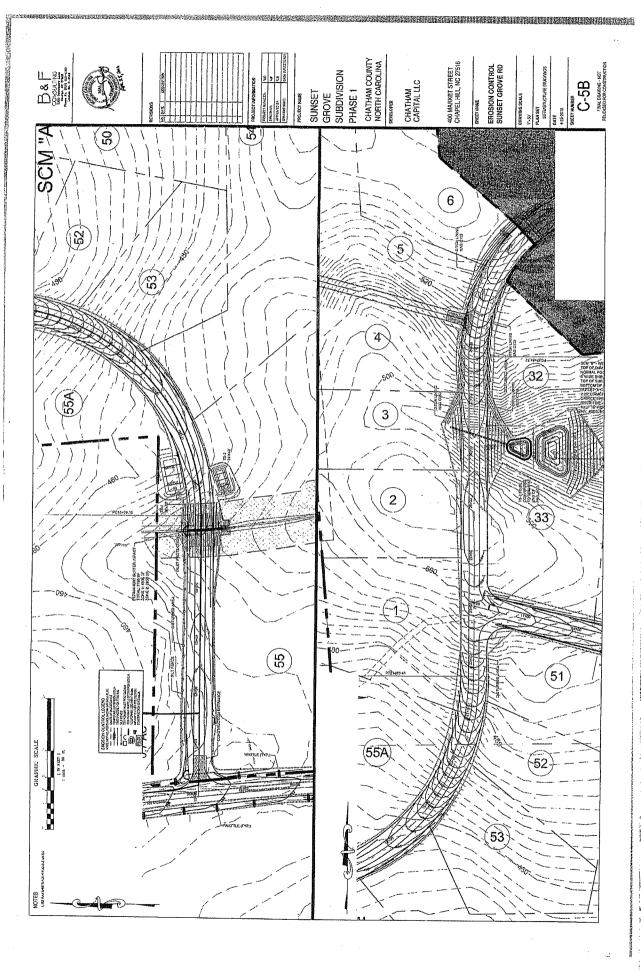


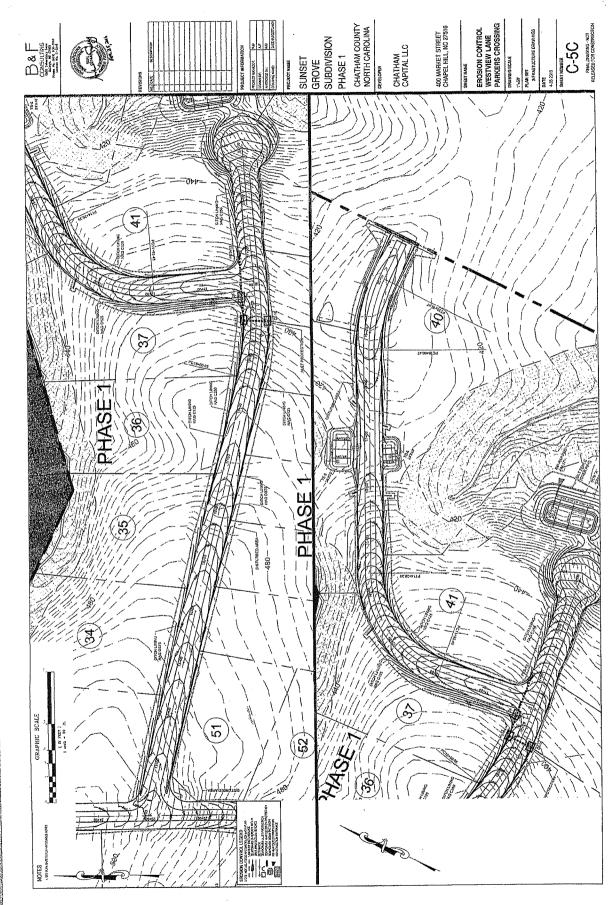












A CONTRACTOR OF THE PROPERTY O

..!

