



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPLETT
SECRETARY

February 22, 2006

Division Six - District Two
Harnett County

A & D Properties
6212 Rawls Church Road
Fuquay-Varina, North Carolina 27526

SUBJECT: Encroachment Agreement for the installation of a 2" sewer line on SR 2232.

Dear Sir or Madam:

Attached is an approved R/W form 16.1 and plans for the installation of 50 feet of a 2" PVC Schedule 40 sewer line with steel encasement on SR 2232 (Kingsbrook Circle) as shown on the attached plans.

Location:

Route	Beginning	To
SR 2232	At lot 14	Lot 80

This encroachment is approved subject to the following:

1. You will notify, Mr. K. L. Anderson, Highway Maintenance Engineer, (910) 893-4020 a minimum of three (3) days before construction is to begin.
2. Traffic will be maintained and proper signs, signal lights, flagmen and other warning devices will be provided for the protection of traffic, in conformance with the latest **MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS**.
3. Disturbed areas shall have an established stand of vegetation according to the attached specifications for erosion control.
4. A copy of this agreement and letter of approval will be required to be available at the construction site at all times.
5. Written notice of the completion of the work will be furnished to the District Engineer, P. O. Box 1150, Fayetteville, North Carolina 28302, when the work has been completed.
6. SDR-26 PVC pipe shall not be used on N.C.D.O.T. Right of Way for lines under pressure. Please be reminded that all OSHA Standards regarding trenching and shoring should be strictly adhered to.
7. All open cuts will require full depth patching with 2" of Asphalt Concrete Surface Course Type SF 9.5A the same day as cut is made on N. C. D. O. T. roadways.

8. The cuts will be patched and allowed to settle for a period of 90 days. If any settling occurs within this 90-day period, the patch will be leveled with Asphalt Concrete Surface Course Type SF 9.5A.
9. The 2" PVC Schedule 40 sewer line shall have a steel encasement from right-of-way line to right-of-way line on SR 2232. Since Woodhart Circle is to be added to the state system, the sewer line is to be encased from right-of-way line to right-of-way line on this road as well.
10. The encased sewer line is to be placed a minimum of 18 inches below the flow line of the existing ditches.
11. No material storage shall be allowed along the shoulders of the roadway, and 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.
12. The Contractor shall comply with all OSHA requirements and provide a competent person on site to supervise excavation at all times.
13. The Department of Transportation 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 the installation.
14. 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.
15. "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 910-486-1493. All traffic signal or detection cables must be located prior to excavation.

If further information or assistance is needed with reference to this project, please feel free to call our District Engineer, Mr. R. R. Stone, P. E. at (910) 486-1496.

Sincerely,



Terry R. Gibson, P.E.
Division Engineer

TRG:wrh

cc: Mr. John B. Williamson, Jr., w/attachments
Mr. R. R. Stone, P.E. w/attachments

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 1995, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

SPECIFICATIONS FOR EROSION CONTROL

Erosion control shall be performed as detailed in Section 1600 (et, al) in the STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES – January 1, 2002.

The use of temporary erosion control measures shall be included to prevent the infiltration of silt and other sediments into waterways and adjacent property. The use of silt basins, brush barriers, and temporary seeding & mulching as needed is strongly recommended.

Permanent erosion control shall be performed as follows. All disturbed areas shall be graded to typical sections, thereafter plowed to a depth of five inches. The top two inches shall be pulverized to provide a uniform seedbed. NOTE: Lime should be applied before plowing operation. Lime, seed, and fertilizer shall be applied with necessary equipment to give uniform distribution of these materials. The "hand/bucket" method is NOT acceptable.

Seeding and Mulching:

The following are rates and types of materials to be applied *per acre*:

March 1 – August 31			September 1 – February 28		
50#	(55kg)	Tall Fescue	50#	(55kg)	Tall Fescue
5#	(6kg)	Centipede	5#	(6kg)	Centipede
25#	(28kg)	Bermudagrass (hulled)	35#	(40kg)	Bermudagrass (unhulled)
500#	(560kg)	Fertilizer	500#	(560kg)	Fertilizer
4000#	(4500kg)	Limestone	4000#	(4500kg)	Limestone

Slopes 2:1 and steeper and Waste and Borrow Locations:

March 1 – August 31			September 1 – February 28		
75#	(85kg)	Tall Fescue	75#	(85kg)	Tall Fescue
25#	(28kg)	Bermudagrass (hulled)	35#	(40kg)	Bermudagrass (unhulled)
500#	(560kg)	Fertilizer	500#	(560kg)	Fertilizer
4000#	(4500kg)	Limestone	4000#	(4500kg)	Limestone

Approved Tall Fescue Cultivators:

Adventure I / II	Amigo	Anthem	Apache I / II	Arid	Austin
Brookstone	Bonanza I / II	Chapel Hill	Chesapeake	Chieftain	Coronado
Crossfire II	Debutane	Duster	Falcon I / II	Finelawn I / II	Finelawn Petite
Genesis	Grande	Guardian	Houndog	Jaguar / Jaguar III	Kentucky 31
Kitty Hawk	Monarch	Montauk	Mustang	Olympic	Pacer
Phoenix	Pixie	Pyramid	Rebel I / II / Jr.	Renegade	Safari
Shenandoah	Tempo	Titan	Tomahawk	Trailblazer	Tribute
Vegas	Wolfpack	Wrangler			

Fertilizer / Topdressing:

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 lbs. per acre (560kg per hectare). On slopes 2:1 and steeper the grade shall be 16-8-8. Upon written approval of the Engineer, fertilizer rate can be adjusted provided the ratio for each grade remains the same to provide the same amount of plant food as the original analysis.

Crimping / Tacking Straw Mulch:

Crimping shall be required in areas adjacent to any section of roadway where traffic is to be allowed during construction. In areas within six feet (2 meters) of the edge of pavement, straw is to be crimped and then immediately tacked with asphalt tack sufficient to hold straw in place. Crimping will be limited to slopes 4:1 or flatter unless the Contractor can demonstrate to the Engineer that steeper slopes can be negotiated without altering the typical section. Straw mulch is to be of sufficient length and quality to withstand the crimping operation and provide adequate ground cover. Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8-inches.

Ditch treatment shall be used in areas where steep grades could cause ditch erosion. Use of jute mesh, excelsior matting, or fiberglass roving is acceptable. Ditch treatment shall be installed before mulching operation.

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT

PRIMARY AND SECONDARY HIGHWAYS

-AND-

A & D Properties

6212 Rawls Church Road
Fuquay-Varina, NC 27526

JAN 10 2006

THIS AGREEMENT, made and entered into this the 9th day of January 20 06 by and between the Department of Transportation, party of the first part; and A & D Properties party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) SR 2232, located From Lot 13S 68.5 Feet Northwest into lot 14 Thence Southeast 50 feet across SR 2232 Thence Southeast 65 feet to Woodhart Circle, Southeast 52.42 feet to Lot 13S. with the construction and/or erection of: 2" PVC schedule 40 sewer line with steel encasement.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in 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 Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.


Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves

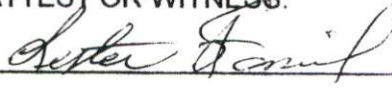
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in 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.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding 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 nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **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,
 - (1) withholding 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.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" 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 enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form RW (161) 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.

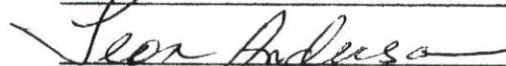
DEPARTMENT OF TRANSPORTATION
 BY: 
 DIVISION ENGINEER

ATTEST OR WITNESS:



A & D Properties, Limited Partnership

Leon Anderson


 Second Party

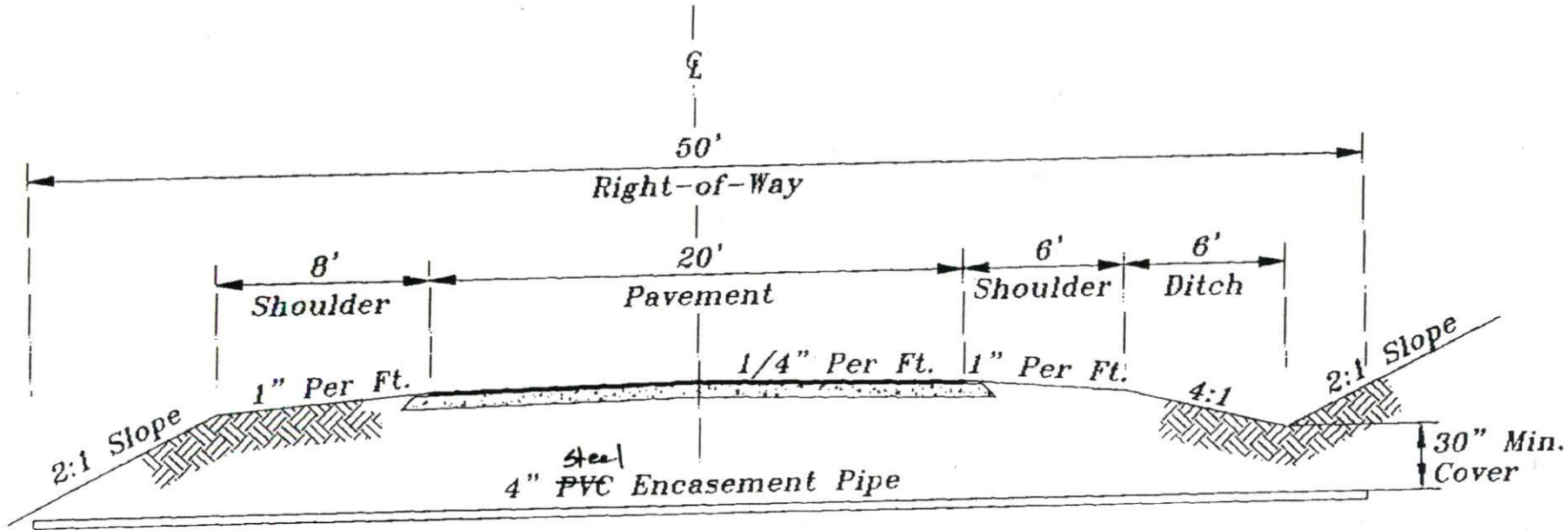
INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

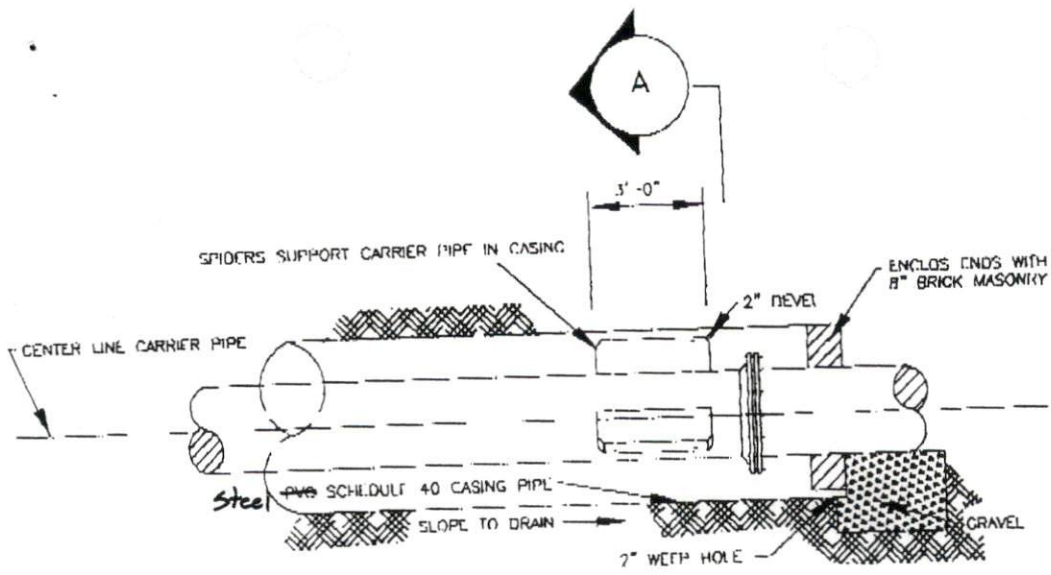
This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.

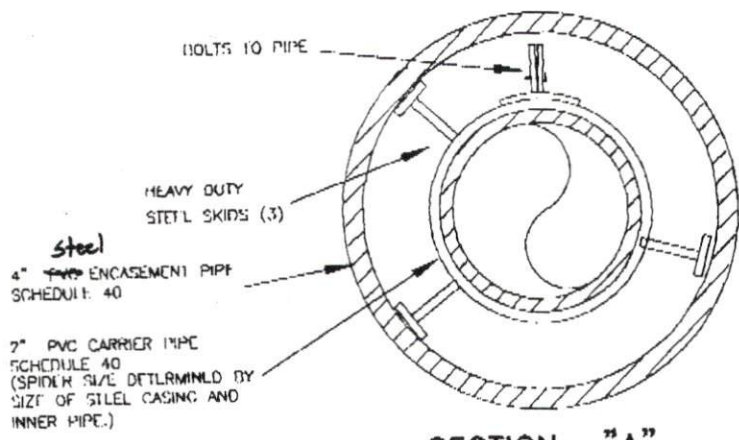


ENCASEMENT DETAIL FOR A RESIDENTIAL COLLECTOR ROAD

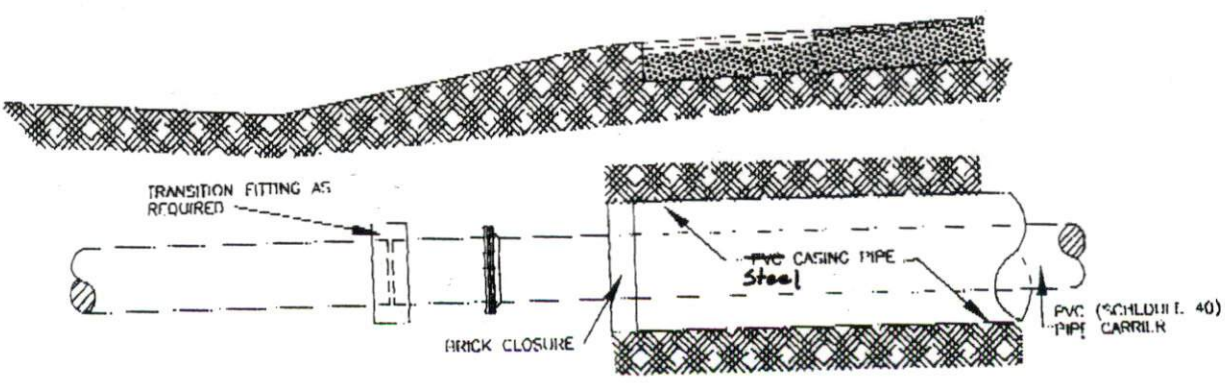
NOT TO SCALE



ELEVATION



SECTION "A"



PROFILE

ENCASEMENT DETAILS

NO SCALE

FEB 17 2006

Stancil & Associates
Professional Land Surveyors, P.A.
98 East Depot Street
P.O. Box 730, Angier, NC 27501
Phone: 919-639-2133
Fax: 919-639-2602

February 17, 2006

Mr. Bill Hammond
NC Department of Transportation
P.O. Box 1150
Fayetteville, NC 28302

Ref: Forest Trails, Phase 1
Encroachment Agreement

Subject: Erosion Control – a 2" Sewer Main across SR-2232 (Kingsbrook Circle) and
Woodhart Circle

This letter is to certify that the subject work will not disturb one or more acres of land and
that erosion and sediment devices will be employed.

Thank you for your kind consideration in this matter.

Respectfully,



Lester Stancil, P.L.S.

LS/gs
Enclosure