STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

March 10 , 2005

COUNTY: Iredell

SUBJECT: Right of Way Encroachment Agreement
SR 1459

Joe Freeman
124 Palmer Marsh
Mooresville, North Carolina 28117

Attached is approved Right of Way Encroachment Agreement covering the installation of 650 linear feet of 2-inch SCH 40 PVC sewer pipe along SR 1459,, as shown by the following maps. **The pipe should be located a minimum of three (3) feet off the edge of the pavement with a minimum depth of 36 inches.**

The encroaching party shall comply with all applicable state and federal environmental regulations, and shall obtain all necessary state and federal environmental permits, including but not limited to, those related to sediment control, storm water, wetland, streams, endangered species, and historical sites.

Approval is given subject to provisions in the Agreement and attachments thereto which are made a part of the Agreement.

It would be appreciated if you would advise our District Engineer at (704) 876-3947 at least forty-eight (48) hours prior to the date of beginning work on installation of this encroachment. Furthermore, it will be necessary for you to notify the District Office in writing when work is completed on this installation.

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.

Respectfully yours,

M. L. Holder, P.E.
Twelfth Division Engineer

:khs
cc: Mr. Adyren Flowers
Mr. C. B. Lunsford

P. O. Box 47, Shelby, NC 28151-0047
Telephone: (704) 480-5400 Fax: (704) 480-5401

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 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.

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.

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.

DEPARTMENT OF TRANSPORTATION

BY: M. L. Holder

DIVISION ENGINEER

ATTEST OR WITNESS:

Patrick Norman

Joe Freeman

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate sea; amd be attested by the corporation secretary or by the empowered city official, unless a waiver or corporate seal and attestation by the secretary or by the empowered City official is on file in he 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.

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, structures, 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

ROUTE SR 1459 PROJECT N/A

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

DEPARTMENT OF TRANSPORTATION

-AND-

JOE FREEMAN
124 PALMER MARSH.
MOORESVILLE, NC 28117

RIGHT OF WAY ENCROACHMENT AGREEMENT

PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the __ day of _____, 20 04, by and between the Department of Transportation, party of the first part; an _____ JOE FREEMAN party of the second part,

W I T N E S S E T H:

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route SR 1459, located 350' SOUTH OF THE INTERSECTION OF SR 1459 (OLD ARBORWAY) AND ROLLINGWOOD LANE (PRIVATE) with the construction and/or erection of APPROXIMATELY 650 L.F. OF 2" SCHEDULE 40 PVC SEWER PIPE

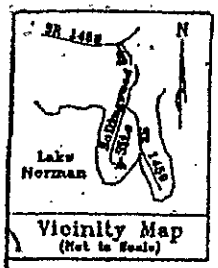
WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions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

IREDELL COUNTY HEALTH DEPARTMENT

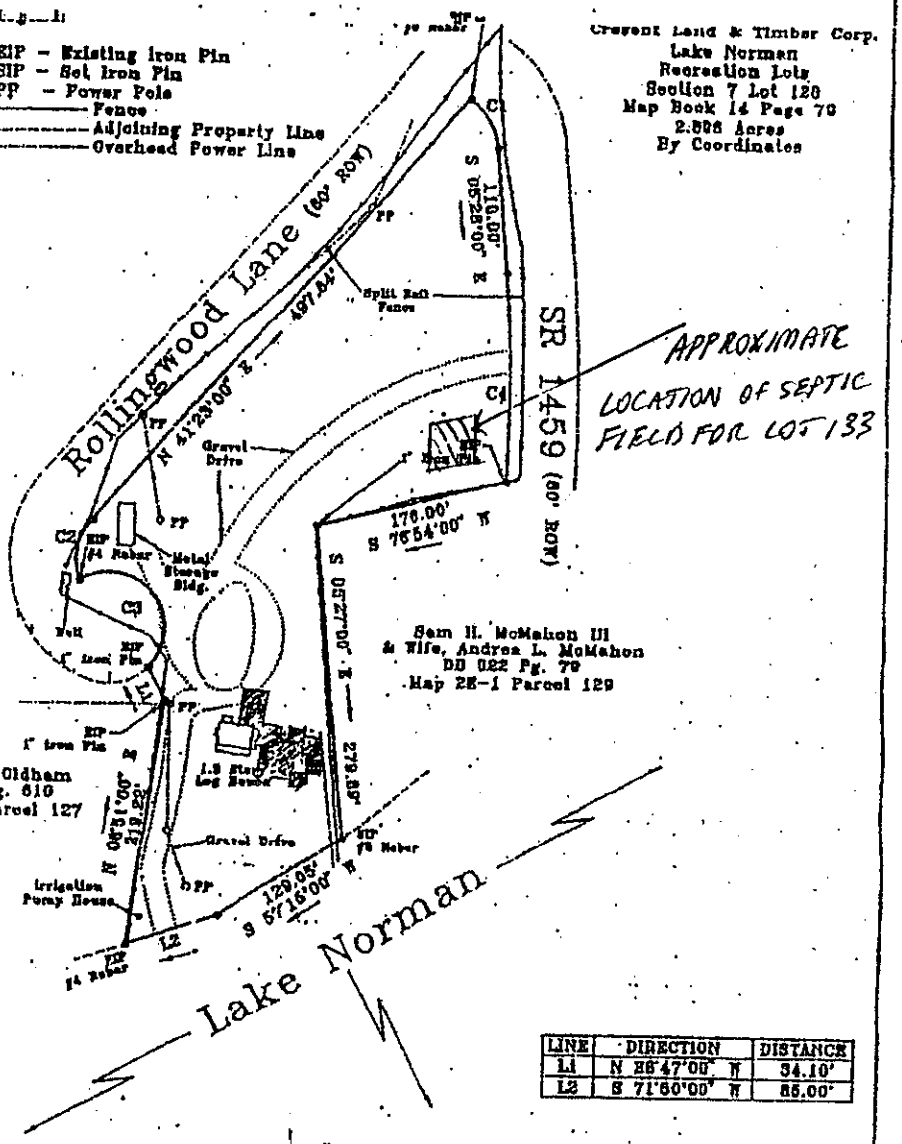


Vicinity Map
(Not to Scale)

Legend:
EIP - Existing Iron Pin
SIP - Set Iron Pin
PP - Power Pole
——— Fence
———— Adjoining Property Line
———— Overhead Power Line

Crescent Land & Timber Corp.
Lake Norman
Recreation Lots
Section 7 Lot 128
Map Book 14 Page 72
2.886 Acres
By Coordinates





APPROXIMATE LOCATION OF SEPTIC FIELDS FOR LOT 133

LINE	DIRECTION	DISTANCE
L1	N 86°47'00" W	34.10'
L2	S 71°60'00" W	85.00'

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	57.00'	50.71'	27.17'	49.05'	S 30°67'11" E	50°50'23"
C2	53.56'	56.03'	30.22'	52.64'	N 11°57'00" E	58°51'55"
C3	50.00'	145.50'	429.74'	99.55'	N 30°35'41" W	166°43'07"
C4	1161.06'	102.97'	91.67'	102.72'	S 01°01'43" E	05°52'35"

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

Note:
This property does not lie in a special flood hazard area as determined by the Federal Emergency Management Agency.

I, Richard A. Brandon, certify that this plat was drawn under my supervision from an actual survey made under my supervision and under the Standards of Practice for Land Surveyors in North Carolina. Ratio of precision exceeds 1:10,000, before adjustment.

NORTH CAROLINA REGISTERED SEAL L-3263 LAND SURVEYOR RICHARD A. BRANDON

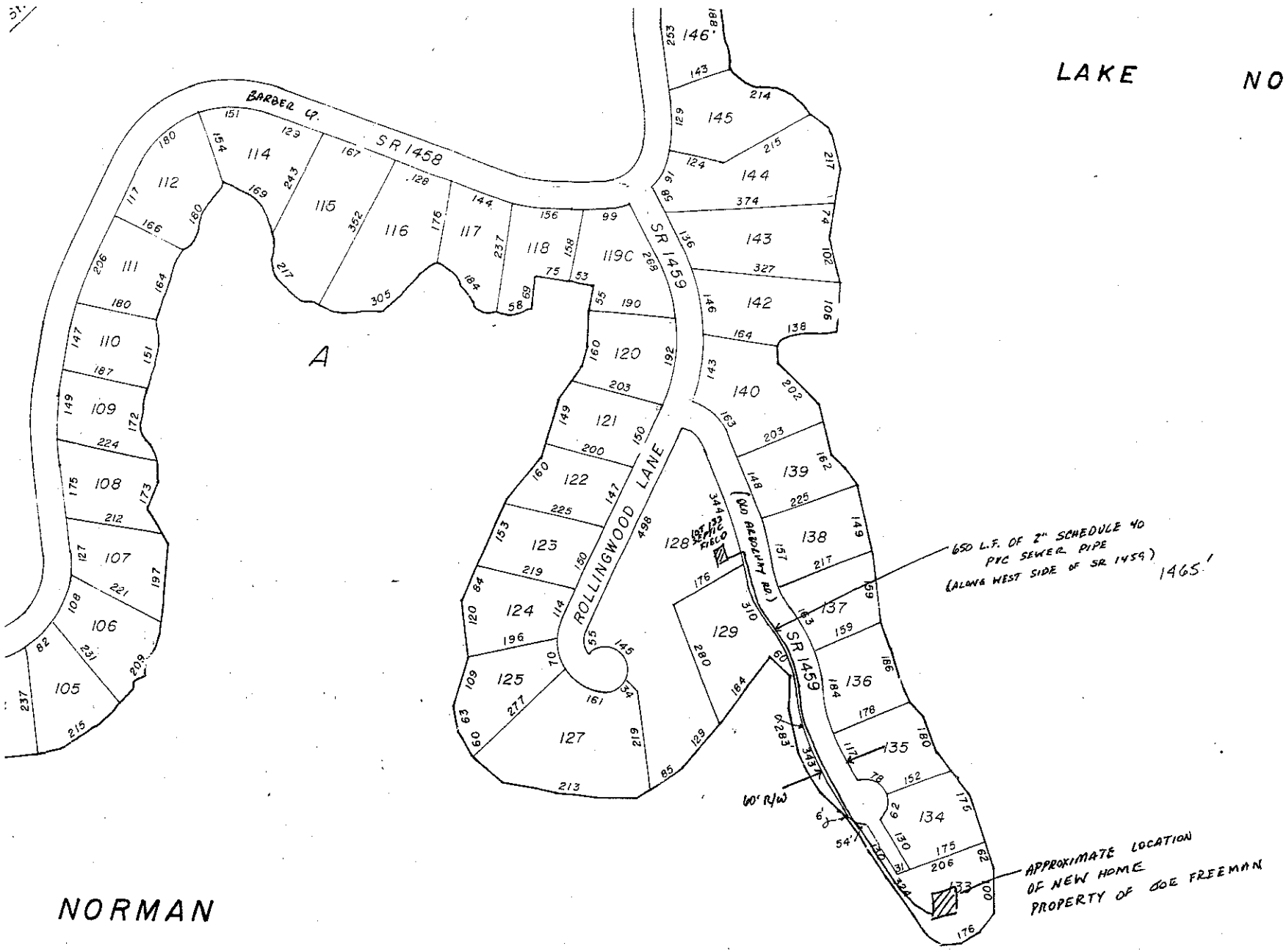
Richard A. Brandon, RLS, L-3263

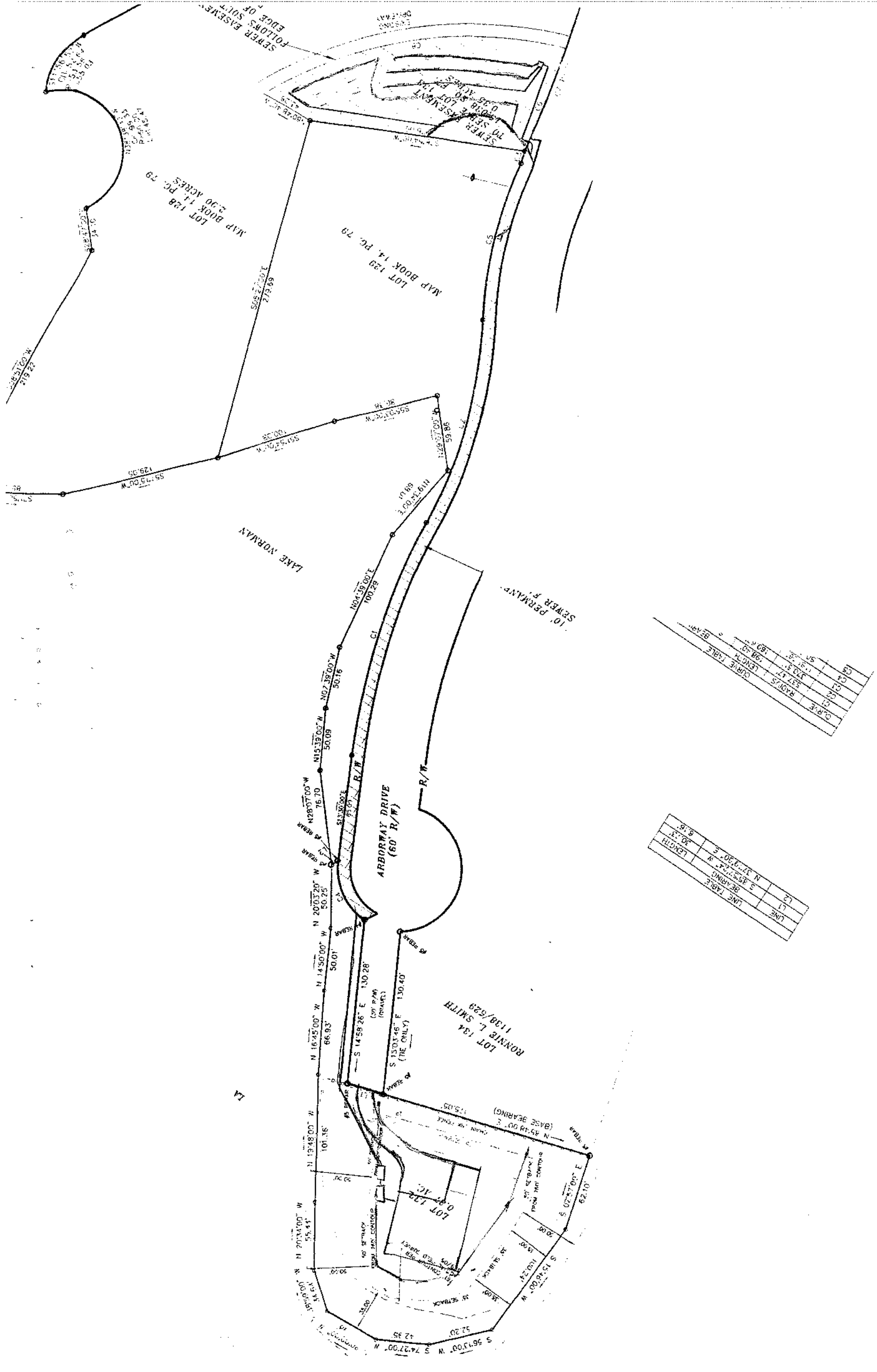
Not For Record Use

Physical Survey For:
David R. Badger
Rollingwood Lane
Mooresville, North Carolina
Iredell County — Davidson Township

Scale: 1" = 100'	Fld Wk: DO
Survey Date: 8-20-1998	Dwn By: RAB
Map 2E-1 Parcel 128	Chk By: RAB
Job No. 980805	

Richard A. Brandon
Registered Land Surveyor
3175 Milbridge Road
China Grove, North Carolina 28023-7716
Phone 704-857-7700


LAKE
NORM
BARBER CT.
SR 1458
SR 1459
ROLLINGWOOD LANE
OLD ABERDEEN RD.
A
NORMAN
650 L.F. OF 2" SCHEDULE 40 PVC SEWER PIPE (ALONG WEST SIDE OF SR 1459)
1465'
1ST 132 SEPTIC FIELD
60' R/W
APPROXIMATE LOCATION OF NEW HOME PROPERTY OF JOE FREEMAN
105
106
107
108
109
110
111
112
114
115
116
117
118
119C
120
121
122
123
124
125
127
128
129
133
134
135
136
137
138
139
140
142
143
144
145
146



LOT 128
MAP BOOK 14, PG. 79
2.90 ACRES
LOT 129
MAP BOOK 14, PG. 79
LAKE NORMAN
10' PERMANENT SEWER
N04°39'00"E
100.29
N07°39'00"W
50.16
N15°39'00"W
50.09
N28°17'00"W
76.70
N 20°03'20" W
50.25
N 14°50'00" W
50.01
N 16°45'00" W
66.93'
N 19°48'00" W
101.36
N 20°14'00" W
55.41'
ARBORWAY DRIVE
(60' R/W)
R/W
S 14°59'26" E
130.28'
S 15°03'46" E
130.40'
(TIE ONLY)
LOT 134
RONNIE L. SMITH
1138/529
N 45°48'00" E (BASE BEARING)
175.05'
S 02°57'00" E
62.10'
LOT 132
CURVE TABLE
LINE TABLE