STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

July 29, 2019

Danny and Donna Creasey
376 Oak Tree Road
Mooresville, NC 28117

County: Iredell

Subject: Right of Way Encroachment Agreement: E122-049-19-00127

Route: ~~SR1359~~ SR1179

Mr. and Mrs. Creasey:

Attached is an approved Right of Way Encroachment Agreement covering the installation of: an existing septic drain field which encroaches by 2' to 0" along a length of 8' on one end located 19' from the edge of roadway.

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, wetlands, streams, endangered species and historical sites.

It would be appreciated if you would advise the District Office at (704) 380-6040 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 this installation.

Respectfully yours,

DocuSigned by:
EF336B4BE648480...

John R. Cook, CPM
District Supervisor
Division 12, District 2

JRC:jb
cc: File

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 12, DISTRICT 2
124 PRISON CAMP ROAD
STATESVILLE, NC 28625

Telephone: (704)380-6040
Fax: (704) 876-0602
Customer Service: 1-877-368-4968

Location:
124 PRISON CAMP ROAD
STATESVILLE, NC 28625

Website: www.ncdot.gov

STANDARD SPECIAL PROVISIONS FOR ENCROACHMENTS

All installations shall be placed as close to the right of way limits as possible.

1. Notify the District Engineer's office at least 2 days prior to commencing work and again upon completion of work. (704) 380-6040

2. Traffic control devices and procedures shall be installed to ensure public safety and shall comply with the latest edition of the Manual on Uniform Traffic control Devices and the N.C. Department of Transportation's Standards and Specifications for Roads and Structures.

3. Contact the appropriate Utility Company(ies) involved and make satisfactory arrangements to adjust any utilities in conflict with the proposed work prior to construction.

4. Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the District Engineer. Drainage structures shall not be blocked with excavation, construction or other materials. In addition, any drainage pattern that is altered must be repaired / modified. This work must meet NCDOT standards, and result in proper and adequate drainage of disturbed area. This includes but is not limited to culverts, ditches, shoulders, or drainage structures. The District Office is to be notified of any changes made.

5. Trenching, bore pits and/or other excavations shall not be left open or unsafe to pedestrian or vehicular traffic overnight or during holidays and weekends and shall comply with all O.S.H.A regulations and requirements.

6. All fill areas/backfill shall be compacted to 95% density in accordance with AASHTO T99 as Modified by NCDOT and placed in 4-6" layers with Pneumatic Tamp. All material to a depth of 8.0" below the finished surface of the sub-grade shall be compacted to a density equal to at least 100.0% density in accordance with AASHTO T99 as modified by NCDOT. The sub-grade shall be compacted at a moisture content which is approximately the required to produce the maximum density indicated by the above test method. The contractor shall dry or add moisture to the sub-grade when required to provide a uniformly compacted and acceptable sub-grade.

7. Proper temporary and permanent measures shall be installed and maintained for the duration of the encroachment to control erosion sedimentation in accordance with local, State and Federal regulations.

8. Materials and workmanship shall conform to the N.C. Department of Transportation's Standards and Specifications for Road and Structures and Roadway Standard Drawings.

9. Strict compliance with The Policies and Procedures for Accommodating Utilities on Highway Rights of Way shall be required.

10. Silt basins shall be removed as soon as possible and shall not infringe on the roadway or components of the roadway including required clear recovery areas or any other areas traversable by vehicles.

11. It is the encroaching party's responsibility to determine if any permits are required by other local, state and federal governments to perform the work described in the encroachment and to secure such permits before any construction begins.

12. Any work requiring equipment or personnel within 5.0' of the edge of the travel lane shall require a lane closure in accordance with NCDOT Standards and Specifications for Roads and Structures and Roadway Standard Drawings manuals and the latest edition of the MUTCD or supplements thereof.

13. No material or equipment storage will be allowed within 30.0' of the edge of the travel lane without the permission of the Engineer. Absolutely no material or equipment storage will be allowed within 15.0' of the edge of the travel lane.

14. NCDOT does not guarantee the right of way on these roads, nor will it be responsible for any claim for damages brought by any property owner by reason of this installation.

15. If any blasting is required, the maximum peak particle velocity shall be limited to 4.0 in./sec. As measured at the closest structure extremity.

16. Any changes to the encroachment must be submitted in writing to the Engineer for review and comment. Failure to request changes may result in cancellation of the encroachment agreement.

17. All disturbed right of way monuments shall be reset by a NC licensed Surveyor in accordance with NCDOT Standards and Specifications for Roads and Structures and Roadway Standard Drawings manuals.

18. No lane closures will be allowed on Sundays or on State observed holidays (without prior approval).

19. All manhole lids, water valves/meters and applicable concrete encasements shall be set flush with the natural ground elevation and should be located so as to minimize interference with highway drainage. All fire hydrants must be located a minimum 5.0' behind the ditch line.

20. All longitudinal installations of proposed encroachments shall be located as close to the outside edge of the Right of Way and as far away from the outside edge of the nearest travel lane as possible to the satisfaction of the District Engineer.

21. All manholes and vaults shall be of a design approved by the State Design Services Engineer. A list of previously "Approved Manholes and Vaults" may be obtained from the State Design Services Engineer.

22. All driveways altered during construction shall be at a minimum returned to a state comparable with the condition of the driveways prior to construction.

23. An Executed copy of this Encroachment agreement will be present at the construction site at all times during construction. If safety or traffic conditions warrant such an action, NCDOT reserves the right to further limit, restrict or suspend operations within the right of way.

24. All roadway signs which are removed due to construction shall be reinstalled as soon as possible.

25. Ingress and egress shall be maintained to all business and dwellings affected by the project. Special attention shall be paid to police and fire stations, fire hydrants and hospitals.

26. Vegetative cover shall be established on all disturbed and damaged areas to the satisfaction of the District Engineer in accordance with the attached Seeding and Mulching guidelines. The N.C. Department of Transportation reserves the right to modify the guidelines for unique situations or as recommended by the Area Roadside Environmental Engineer.

SEEDING AND MULCHING GUIDELINES

MATERIAL	May 1 – Aug. 31	Sept. 1 – April 30
Kentucky 31 Fescue	100 Lb./Ac.	100 Lb./Ac
OR		
Hard Fescue	15 Lb./Ac.	15 Lb./Ac.
Fertilizer	500 Lb./Ac.	500 Lb./Ac.
Limestone	4000 Lb./Ac.	4000 Lb./Ac.
Rye grain	----------	25 Lb./Ac.
German Millet	25 Lb./Ac.	----------
Mulch with grain straw	40 bales/Ac.	40 bales/Ac.

NOTES

A. Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application is adjusted to provide the same amount of nutrients as the 10-20-20 analysis.

B. Hard Fescue may be substituted for Kentucky 31 Fescue and Vice Versa however see the above table as the rate of application for the two materials is different.

C. Seeding and mulching operations shall be adapted to various weather or soil conditions as necessary for the successful establishment and growth of the grasses and legumes as directed by the Engineer.

27. 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, storm water, wetland, streams, endangered species, and historical sites.

28. Excavation within 1000 feet of a signalized intersection will require notification by the party of the second part to the Division Traffic Engineer at telephone number 980-552-4120. All traffic signal or detection cables must be located prior to excavation.

29. Directional drilling methods have not been given statewide approval for use on NCDOT right of way. Under no condition shall jetting alone or wet boring with water of utility pipelines be allowed. Directional boring using jetting with a Bentonite (or equivalent material) slurry is approved at a minimum depth often (10) feet below the pavement surface [fifteen (15') feet below the surface of partial and/or full control of access roads] and two (2) feet below any ditch line. Directional boring is not allowed in embankment material. Directional boring is allowed beneath embankment material in naturally occurring soil. Any parallel installation utilizing the directional boring method shall be made at a minimum depth of three (3') feet (cover) below the ground surface and outside the theoretical 1: 1 slope from the existing edge of pavement except where the parallel installation crosses a paved roadway. All directional bores shall maintain ten (1 0) feet minimum (clear) horizontal distance from the nearest part of any structure, including but not limited to bridges, footings, pipe culverts or box culverts. All directional bores shall maintain ten (10) feet minimum (clear) vertical distance from the nearest part of pipe culverts or box culverts. Directional bores are not allowed beneath bridge footings, culvert wingwall footings or retaining walls. The tip of the drill string shall have a cutter head. Detection wire shall be installed with non-ferrous material. Any changes shall be submitted to the District Engineer for approval prior to construction. For multiple conduit installations (including perpendicular & parallel installations), install conduits with five (5) feet minimum (clear) horizontal separation between each conduit or install multiple conduits within a single duct. An overbore shall not be more than two (2") inches greater than the diameter of the pipe or 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 licensed North Carolina Professional Engineer indicating that!!! overbore in excess of two (2') inches of the diameter of the p p e or encasement will arch and no damage will be done to the pavement or sub-grade. HDPE pipe installed by directional boring shall not be connected to existing pipe or fittings for one (1) week from the time of installation to allow tensional stresses to relax.

30. Any open cut pavement must be repaired / replaced with an NCDOT approved Bituminous material within 48 hours. NCDOT will not be responsible for damages incurred to the traveling public where the pavement has been cut.

31. That the party of the second part 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 motorists and workers during construction and any subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings and 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 of the party of the first part.

32. As part of any utility encroachment where structures will be installed above ground, the following conditions shall apply. "Any and all components of this utility encroachment that extend vertically beyond ground elevation must be provided with a 3 foot radius that is regularly maintained or kept clear of vegetation for the purpose of visibility. This includes poles, guy wires and anchors, pedestals, cabinets, etc. All utility owners are to place visible sleeves on all guy wires. Failure to comply with this condition will forfeit the utility owner's right to reimbursement for damages from NCDOT resulting from future mowing operations."

33. When pavement cuts are allowed by the District Engineer's Office on roadways where pavement overlays/replacements are not scheduled within 1 year, the following general information shall be adhered to UNLESS otherwise approved by the District Office:
    - Pavements shall be cut full depth and removed.
    - After trench work is complete, the edges of the existing pavement along the trench should be recut a minimum of 1' wider on each side of the trench; or if the pavement is undermined, to 1' beyond the undermined portion and remove the pavement. The design section stated below would be placed in those areas.
    - The pavement design section for pavement repair shall be:
    - 11.0" B25.0C Asphalt Concrete Base Course (accomplished in 2 lifts minimum)
    - Mill the entire area 1.5" starting at 15' back from the edge of the final pavement cut.
    - Overlay entire area with 2.0" S9.5C Asphalt Concrete Surface Course (13" of asphalt total).

SPECIAL PROVISION

WORK ZONE TRAFFIC CONTROL QUALIFICATION AND TRAINING PROGRAM

Effective July1, 2010, all flagging operations within NCDOT Right of Way require qualified and trained Work Zone Flaggers.

Effective July 1, 2011, 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 www.ncdot.org/wzte, or contact Stuart Bourne, P.E. with NCDOT Work Zone Traffic Control Unit at (919) 662-4338 or sbourne@ncdot.gov.

ROUTE SR1179 PROJECT _____ COUNTY OF STATE OF NORTH CAROLINA IREDELL

DEPARTMENT OF TRANSPORTATION

-AND-

DANNY & DONNA CREASEY
376 OAK TREE ROAD
MOORESVILLE, NC 28117

RIGHT OF WAY ENCROACHMENT AGREEMENT FOR NON-UTILITY ENCROACHMENTS ON PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the 29th day of July, 20 19, by and between the Department of Transportation, party of the first part; and DANNY R. CREASEY & DONNA H. CREASEY 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) #1179, located 376 OAK TREE ROAD MOORESVILLE, NC 28117 with the construction and/or erection of: AN EXISTING SEPTIC DRAIN FIELD WHICH ENCROACHES BY 2' TO 0" ALONG A LENTH OF 8' ON ONE END. (SEE DRAWING) 19' FROM EDGE OF ROAD

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 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.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

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 encroaching 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 the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161A) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161A) 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: DocuSigned by: District Supervisor

~~Asst. Manager of Right of Way~~

ATTEST OR WITNESS:

MAK Hemstreet

DANNY R CREASEY

DONNA H CREASEY

Second Party

INSTRUCTIONS

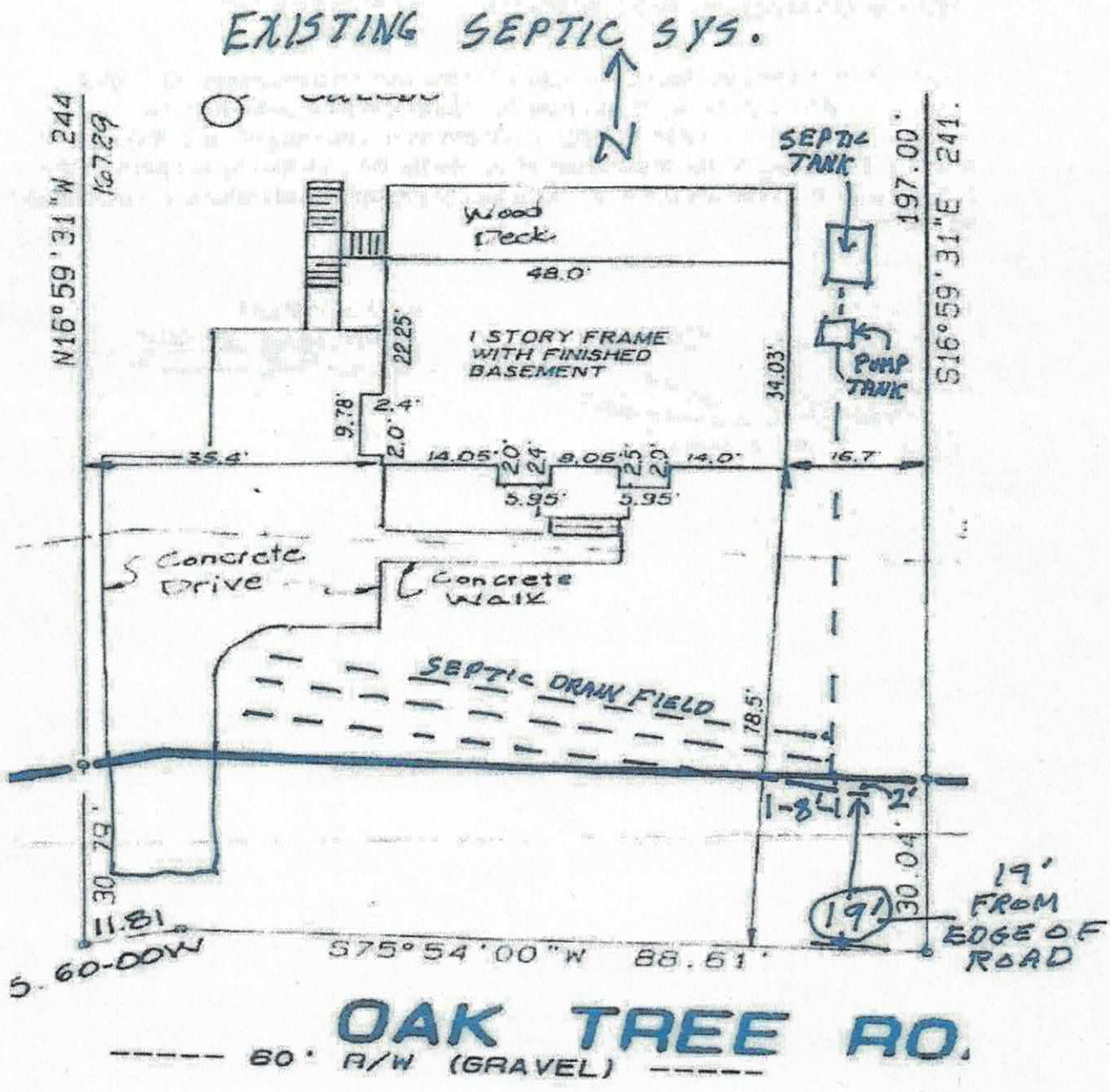
When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh 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 proposed encroachment.
4. Length and type of encroachment.
5. 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.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.

14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.



Private Facility Encroachment
Hold Harmless Declaration

Encroachment Agreement Second Party:

DANNY R. CREASEY &
DONNA H. CREASEY
396 OAK TREE ROAD
MOORESVILLE, NC 28117

Encroachment Number:

E122-049-19-00127

County:

IREDELL

The party of the second part of the above-referenced encroachment agreement agrees to indemnify and save harmless the North Carolina Department of Transportation from all claims of liability for the overburdening of right of way easements caused by the installation of private facilities owned by the party of the second part and installed under the approval of the above-referenced encroachment agreement.

Second Party:

DONNA H. CREASEY
Donna H Creasey
DANNY R CREASEY

Attest or Witness:

MARK HENSTREET

Date: 7-29-19

ROUTE SR1179 PROJECT _____ COUNTY OF Iredell STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

-AND-

Danny & Donna Creasey
376 Oak Tree Road
Mooresville, NC 28117

RIGHT OF WAY ENCROACHMENT AGREEMENT FOR NON-UTILITY ENCROACHMENTS ON PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the 1st day of August, 20 19, by and between the Department of Transportation, party of the first part; and Danny and Donna Creasey 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) SR1179, located 376 Oak Tree Road, Mooresville, NC 28117 with the construction and/or erection of: An existing septic drain field which encroaches by 2' to 0" along a length of 8' on one End. (See Drawing) 19' from edge of road.

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 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.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

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 encroaching 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

, was entered into this the 1st day August, 20 19 , by and between the Department of _____

of Transportation, party of the first part; and Danny and Donna Creasey

_____ 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) SR1179 , located 376 Oak Tree Road, Mooresville, NC 28117

with the construction and/or erection of: An existing septic drain field which encroaches by 2' to 0" along a length of 8' on one End. (See Drawing) 19' from edge of road.

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;

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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.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

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.

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That the party of the second part agrees to have available at the encroaching 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 the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

Private Facility Encroachment
Hold Harmless Declaration

Encroachment Agreement Second Party:
DANNY R. CREASEY &
DONNA H. CREASEY
376 OAK TREE ROAD
MOORESVILLE, NC 28117
(LOT 4, TIMBER LANE SHORES
DAVIDSON TOWNSHIP)

Encroachment Number:
E122-049-19-00127

County:
IREDELL

The party of the second part of the above-referenced encroachment agreement agrees to indemnify and save harmless the North Carolina Department of Transportation from all claims of liability for the overburdening of right of way easements caused by the installation of private facilities owned by the party of the second part and installed under the approval of the above-referenced encroachment agreement.

Second Party: Danny R. Creasey

Donna H. Creasey

Attest or Witness: John Wagner

Date: 8/1/19

STATE OF NC COUNTY OF Iredell

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that the same persons whose names are subscribed above appeared before me this day in person and for the purposes herein stated.

Given under my hand and seal this 1 day of August, 2019

Christine Glidden

My commission expires 06-07-2021

Notary Public

CHRISTINE GLIDDEN
NOTARY
MY
COMMISSION EXPIRES
6/7/2021
PUBLIC
IREDELL COUNTY, NC

by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching 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 the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161A) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161A) 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: _____ DISTRICT SUPERV

Asst. Manager of Right of Way

Danny R. Creasey _____ _____

_____ _____

Donna H. Creasey _____ _____

Second Party Date

STATE OF NC COUNTY OF Iredell

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that the same persons whose names are subscribed above appeared before me this day in person and for the purposes herein stated.
for Danny R. Creasey and Donna H. Creasey & John R. Cook.

Given under my hand and seal this 1 day of August, 2019.

Christine Glidden

Notary Public

My commission expires 06-07-2021

CHRISTINE GLIDDEN
NOTARY
MY
COMMISSION EXPIRES
6/7/2021
PUBLIC
IREDELL COUNTY, NC