Type: CONSOLIDATED REAL PROPERTY
Recorded: 12/21/2022 1:37:55 PM
Fee Amt: $26.00 Page 1 of 6
Revenue Tax: $0.00
Iredell County, NC
Renee L. Holland Register of Deeds

BK 2966 PG 1194 - 1199

Drawn by and return to:
McMillan, Psaroudis & Markey, PA (wtw)
6101 Carnegie Blvd., Suite 310
Charlotte, NC 28209

STATE OF NORTH CAROLINA)
)
COUNTY OF IREDELL)

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") made and entered into this 20th day of December 2022, by and between Bordeaux MFL, LLC ("Bordeaux") (herein as "Grantor") and Bordeaux MFL, LLC (herein also as "Grantee") (Grantor and Grantee are each a "Party" to this Agreement and may be referred to collectively herein as the "Parties") for the purposes of creating and reserving an easement for the installation and servicing of a wastewater and septic system among those properties hereinafter specified.

RECITALS

WHEREAS, Bordeaux is the owner of the following tracts of land lying and being in the Town of Davidson, Iredell County, North Carolina, and being more particularly described as: Being all of Lots 2, 3, 4, 5, 6, and 7 of Hager Point Subdivision as same is shown on map thereof recorded in Map Book 17 at Page 82 in the Office of the Register of Deeds for Iredell County, North Carolina; and

WHEREAS, the Parties intend for Lot 7 to service Lots 2, 3 and 5 as a septic field; and

WHEREAS the Parties intend for Lot 6 to service Lot 4 as a septic field; and

WHEREAS there currently exists no wastewater and septic system among the Lots in order to accomplish this objective; and

WHEREAS, in order to install the desired wastewater and septic system for the affected Lots the supply line would need to cross over Bridgewater Lane and also through Lots 6 and 7; and

EASEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, their successors and assigns, does grant unto the Grantee an exclusive easement over, upon, under, through and across the aforementioned Bridgewater Lane, and Lot 7 and Lot 6, for the following purposes and to the extent as set out herein:

Submitted electronically by "McMillan Psaroudis & Markey, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

1) Grantor does grant unto Grantee, its successors, heirs and assigns the right to install and maintain a wastewater and septic system and septic lines in the area as described in Exhibit A ("Easement Area") and as is notated as the "Supply Line Easement" on the attached Exhibit B, for the transmission and deposit of waste, and a general right of egress and ingress to travel upon the aforementioned Easement Area, for the purpose of such installation, maintenance, operation, and repair.

The Parties shall retain the right to use the Easement Area for any purpose not inconsistent with the uses herein granted unto each other. Each Party providing an easement to the other shall not obstruct, by means of constructing structures, fences or otherwise, the other Party's rights to use the easement area for the purposes granted herein.

This Agreement and the exclusive easements herein shall remain valid for as long as the wastewater system is required for the facility that it is designed to serve. Notwithstanding the foregoing, these exclusive easements hereby reserved, and all agreements and terms set forth herein, shall run with the land and shall be binding upon all subsequent owners of the property over which the above-described easements extend.

SIGNATURE PAGES OF THE PARTIES TO FOLLOW

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date set opposite their names.

GRANTOR:

Bordeaux MFL, LLC
a North Carolina limited liability company

_____(Seal)
Patrick E. Burke, Manager

STATE OF North Carolina

COUNTY OF Mecklenburg

I, William T. Wallace, a Notary Public for Mecklenburg County and the aforesaid State, do hereby certify that Patrick E. Burke, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the Manager of Bordeaux MFL, LLC, a North Carolina limited liability company, and that as Manager, having the authority to do so, did voluntarily execute the foregoing instrument for the purposes stated therein on behalf of said company.

Witness my hand and official seal, this 20th day of ~~November,~~ December, 2022.

_____
Notary Public

William T. Wallace
NOTARY PUBLIC
Union County
North Carolina
My Commission Expires 05/30/2027

My Commission Expires: 05/30/2027

GRANTEE:

Bordeaux MFL, LLC
a North Carolina limited liability company

_____(Seal)
Patrick E. Burke, Manager

STATE OF North Carolina

COUNTY OF Mecklenburg

I, William T. Wallace, a Notary Public for Mecklenburg County and the aforesaid State, do hereby certify that Patrick E. Burke, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the Manager of Bordeaux MFL, LLC, a North Carolina limited liability company, and that as Manager, having the authority to do so, did voluntarily execute the foregoing instrument for the purposes stated therein on behalf of said company.

Witness my hand and official seal, this 20th day of ~~November,~~ December 2022.

_____
Notary Public

My Commission Expires: 05/30/2027

William T. Wallace
NOTARY PUBLIC
Union County
North Carolina
My Commission Expires 05/30/2027

EXHIBIT A

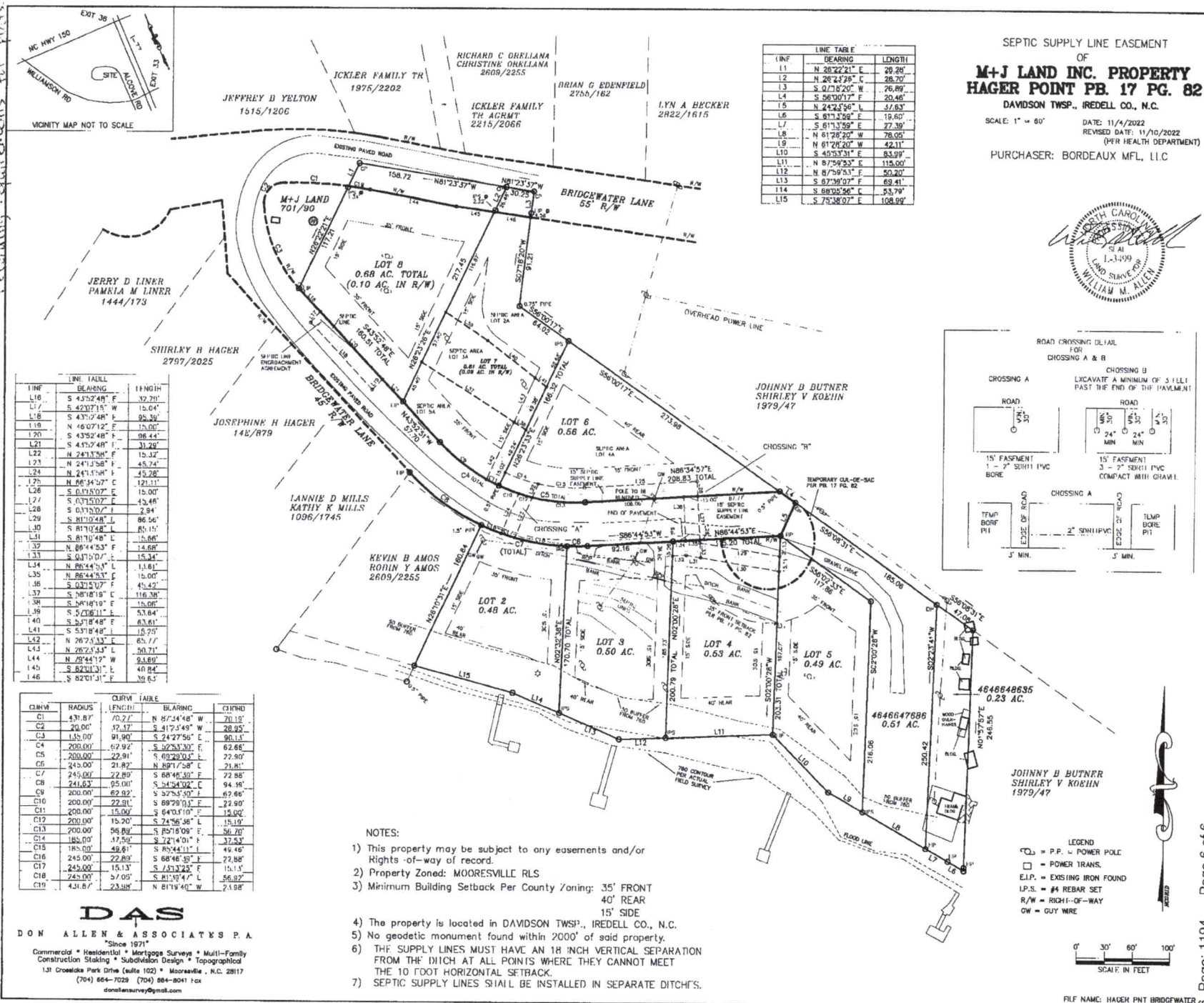
LEGAL DESCRIPTION FOR EASEMENT AGREEMENT

Lying and being in Davidson Township, Iredell County, NC and being more particularly described as follows.

Beginning at an iron pin located on the southern right-of-way of Bridgewater Lane (45' right-of-way) and the common corner of Lot 4 & 5 Hager Point; thence S. 02-00-28 W. 21.13' to the true point of beginning; thence along the northern easement line of the 15' septic supply easement sewer (7) calls as follows: 1) N. 81-10-48 W. 86.56' 2) N. 03-15-07 W. 2.94' 3) N. 03-15-48 W. 45.46' 4) N. 03-15-48 W. 15.00' 5) S. 86-34-57 W. 121.11' 6) With a circular curve to the right having a radius of 185.00' and a arc length of 49.61' (N. 85-44-11 W 49.46); 7) With a circular curve to the right having a radius of 185.00' and an arc length 37.59' (chord N. 72-14-01- W. 37.53') to a point on the common line of Lot 6 & Lot 7 Hager Point recorded in plat book 17 page 82) thence with the common line of Lot 6 & 7 of Hager Point S. 26-23-33 W. 15.02' to a ½ pipe located on the northern right-of-way of Bridgewater Lane thence along the northern right-of-way c10 with a circular curve to the left having a radius of 200.00' and a arc length of 22.9'1 (chord bearing S. 69-29-03 E. 22.90') thence crossing said road three (3) calls as follows: 1) S. 24-13-58 W. 45.28' 2) with a circular curve to the left having a radius of 245.00' a arc length of 15.13' (S. 73-13-25 E. 15.13'); 3) N. 24-13-58 E. 45.74' to a point on the northern right-of-way of Bridgewater Lane, thence along the said right-of-way two calls as follows: 1) with a circular curve to the left having a radius of 200.00' a arc length of 56.89' (chord S. 85-16-09 E. 56.70'); 2) N. 86-34-57 E. 106.06' to a point thence crossing Bridgewater Lane S. 03-15-17 E. 45.42' to a point; thence with the southern right-of-way of Bridgewater Lane S. 86-44-53 W. 13.61' thence S. 02-00-28 W. 15.06' thence along the southern easement line of the 15' supply line easement (3) calls as follows: 1) N. 86-44-53 E. 14.68' 2) S. 81-10-48 E. 15.66' 3) S. 81-10-48 E 85.15' to a point on the common line of Lot 4 and Lot 5 of Hager Point thence with the common line N. 02-00-28 E. 15.11' to the point and place of beginning according to a survey by Don Allen & Associates PA dated November 10, 2022.

Exhibit B
Easement Agreement

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with any applicable zoning requirements for this property.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 26°22'21" E	29.26'
L2	N 26°24'26" E	28.70'
L3	S 07°16'20" W	26.89'
L4	S 56°00'17" E	20.46'
L5	N 24°25'56" L	37.63'
L6	S 61°13'59" E	19.60'
L7	S 61°13'59" E	27.39'
L8	N 61°28'20" W	78.05'
L9	N 61°28'20" W	42.11'
L10	S 45°53'31" E	83.99'
L11	N 87°59'53" E	115.00'
L12	N 87°59'53" F	50.20'
L13	S 67°38'07" F	69.41'
L14	S 88°05'56" E	53.79'
L15	S 75°38'07" E	108.99'

LINE TABLE		
LINE	BEARING	LENGTH
L16	S 43°52'48" E	32.70'
L17	S 42°07'15" W	15.04'
L18	S 43°52'48" E	95.39'
L19	N 46°07'12" E	15.00'
L20	S 43°52'48" E	96.44'
L21	S 43°52'48" E	31.29'
L22	N 24°13'58" E	15.32'
L23	N 24°13'58" E	45.74'
L24	N 24°13'58" E	45.26'
L25	N 86°44'53" E	121.11'
L26	S 03°15'07" E	15.00'
L27	S 03°15'07" E	43.46'
L28	S 03°15'07" E	2.94'
L29	S 81°10'48" E	86.56'
L30	S 81°10'48" E	85.15'
L31	S 81°10'48" E	15.66'
L32	N 86°44'53" E	14.68'
L33	S 03°15'07" E	15.34'
L34	N 86°44'53" E	13.61'
L35	N 86°44'53" E	15.00'
L36	S 03°15'07" E	45.42'
L37	S 58°18'19" E	116.38'
L38	S 58°18'19" E	15.06'
L39	S 5 706'11" E	53.64'
L40	S 53°18'48" E	63.61'
L41	S 53°18'48" E	15.25'
L42	N 26°24'33" E	65.77'
L43	N 26°24'33" E	50.71'
L44	N 75°44'17" W	91.89'
L45	S 82°01'31" E	40.84'
L46	S 82°01'31" E	39.65'

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	431.87'	70.27'	N 85°34'48" W	70.19'
C2	20.00'	32.17'	S 41°23'49" W	28.85'
C3	135.00'	91.90'	S 24°27'56" E	90.14'
C4	200.00'	62.92'	S 52°53'30" E	62.66'
C5	200.00'	22.91'	S 69°29'03" E	22.90'
C6	245.00'	21.82'	N 89°17'58" E	21.81'
C7	245.00'	22.89'	S 88°48'39" E	22.88'
C8	241.63'	95.00'	S 54°54'02" E	94.38'
C9	200.00'	62.92'	S 52°53'30" E	62.66'
C10	200.00'	22.91'	S 69°29'03" E	22.90'
C11	200.00'	15.00'	S 64°03'10" E	15.00'
C12	200.00'	15.20'	S 74°56'36" E	15.19'
C13	200.00'	56.80'	S 85°18'09" E	56.70'
C14	185.00'	37.59'	S 72°14'01" E	37.53'
C15	185.00'	49.61'	S 85°44'11" E	49.46'
C16	245.00'	22.89'	S 88°48'39" E	22.88'
C17	245.00'	15.13'	S 7313'25" E	15.13'
C18	245.00'	57.05'	S 81°19'47" E	56.92'
C19	431.87'	23.98'	N 81°19'40" W	23.98'

DAS
DON ALLEN & ASSOCIATES P.A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
131 Crosslake Park Drive (suite 102) * Mooresville, N.C. 28117
(704) 664-7029 (704) 664-8041 Fax
donallensurvey@gmail.com

NOTES:
1) This property may be subject to any easements and/or Rights-of-way of record.
2) Property Zoned: MOORESVILLE RLS
3) Minimum Building Setback Per County Zoning: 35' FRONT
40' REAR
15' SIDE
4) The property is located in DAVIDSON TWSP., IREDELL CO., N.C.
5) No geodetic monument found within 2000' of said property.
6) THE SUPPLY LINES MUST HAVE AN 18 INCH VERTICAL SEPARATION FROM THE DITCH AT ALL POINTS WHERE THEY CANNOT MEET THE 10 FOOT HORIZONTAL SETBACK.
7) SEPTIC SUPPLY LINES SHALL BE INSTALLED IN SEPARATE DITCHES.

SEPTIC SUPPLY LINE EASEMENT
OF
M+J LAND INC. PROPERTY
HAGER POINT PB. 17 PG. 82
DAVIDSON TWSP., IREDELL CO., N.C.

SCALE: 1" = 60'
DATE: 11/4/2022
REVISED DATE: 11/10/2022
(PER HEALTH DEPARTMENT)

PURCHASER: BORDEAUX MFL, LLC

NORTH CAROLINA PROFESSIONAL SEAL L-3499 LAND SURVEYOR WILLIAM M. ALLEN

LEGEND
- ⊙ = P.P. ⊥ POWER POLE
- □ = POWER TRANS.
- E.I.P. = EXISTING IRON FOUND
- I.P.S. = #4 REBAR SET
- R/W = RIGHT-OF-WAY
- GW = GUY WIRE

0' 30' 60' 100'
SCALE IN FEET

FILE NAME: HAGER PNT BRIDGEWATER

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

December 13, 2022

Bordeaux MFL, LLC
PO Box 3481
Mooresville, NC 28117

County: Iredell

Subject: Right of Way Encroachment Agreement: E122-049-22-00251

Route: SR1206 (Bridgewater Lane)

To Whom It May Concern:

Attached is an approved Right of Way Encroachment Agreement covering the installation of: Installation of 2 horizontal road boring 1-8" between SL#2 320 Bridgewater Lane to SL#7 313 Bridgewater Lane and the second 4" bore under front SL#4 330 Bridgewater Lane to SL#6 321 Bridgewater Lane.

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.

NOTE: Approval is subject to the attached Special Provisions.

NOTE: Approval is contingent upon receipt of a performance and indemnity bond in the amount of ten thousand dollars ($10,000.00) for the above referenced project. The bond must be received by our office prior to beginning of work.

NOTE: All construction shall be done using NCDOT approved materials. Uncased Pipes under NCDOT roads shall be ductile iron or high or medium molecular weight polyethylene plastic pipe that the gas industry uses.

NOTE: It shall be the responsibility of the Homeowner to maintain/ and or repair the proposed drain field septic line from any damages within the Right of Way.

NOTE: All construction shall be done using NCDOT approved materials.

NOTE: Installation should be placed as close to the right of way limits as possible.

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

Website: www.ncdot.gov

Location:
124 PRISON CAMP ROAD
STATESVILLE, NC 28625

NOTE: 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.

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:
00D7C481CB144F9...

Todd M. Spurlin
District Engineer
Division 12 District 2

TMS: mlh
cc: File

Pre-Construction

Contact Offices & Outside Agency issues/contacts/info

1. Approval may be rescinded upon failure to follow any of the provisions in this permit and may be considered a violation of the encroachment agreement. **This Encroachment Agreement is Valid for 1 year. If this encroachment agreement should expire then the encroaching party must re-apply or request and extension for another year.**

2. The Encroaching party or their contractor shall provide the following notices prior to construction activity within the NCDOT Right of Way:
   a. Three (3) business days advance phone call at telephone (704) 380-6040 or email to rrnaraidu@ncdot.gov to the District Engineer's office
   b. If the construction falls within the limits of an NCDOT managed construction project, five (5) business days advance phone call to the Resident Engineer, Mr. Justin Johnson at (704) 380-6050 or email to jtjohnson4@ncdot.gov.
   c. If the construction falls within the Bridge Maintenance Department Pipe, Culvert, and or Bridge. A one (1) business day advance phone call to the bridge maintenance supervisor, Mr. Eric Schenz at (704) 380-6080 or email to eschenz@ncdot.gov

   Failure to provide these notifications prior to beginning construction is subject to the Division Engineer's discretion to cease construction activity for this encroachment. NCDOT reserves the right to cease any construction or maintenance work associated with this installation by the encroaching party until the construction or maintenance meets the satisfaction of the Division Engineer or their representative.

3. Prior to beginning work, it is the requirement of the Encroaching Party to contact the appropriate Utility Companies involved and make arrangements to adjust or relocate any utilities that conflict with the proposed work.

4. It shall be the responsibility of the encroaching party to determine the location of utilities within the encroachment area. NCGS § 87-115 through § 87-130 of the Underground Utility Safety and Damage Prevention Act requires underground utilities to be located by calling 811 prior to construction. The encroaching party shall be responsible for notifying other utility owners and providing protection and safeguards to prevent damage or interruption to existing facilities and maintain access to them.

5. The encroaching party shall notify the appropriate municipal office prior to beginning any work within the municipality's limits of jurisdiction.

6. This installation is within the I-77 Toll Corridor right of way. The encroaching party shall notify the North Carolina Turnpike Authority (NCTA) at telephone (919) 825-2612 or e-mail ncta_tmc@ncdot.gov at least ten (10) business days prior to beginning construction. The NCTA fiber trunk line shall be located prior to any excavation or boring within the Toll Corridor right of way. The cost to repair or relocate any signage, cables, signals or associated equipment due to this installation shall be the responsibility of the encroaching party.

7. The encroaching party is made aware that the I-77 Expressway is a toll facility and as such, toll revenue is required to operate and maintain the facility. If any NCTA owned asset is damaged as a result of the encroaching party's construction, it shall be repaired at no cost to NCTA. Additionally, if the damage results in the failure or hindrance of NCTA to properly collect toll revenue (damaged toll fiber, road closure, safety concern, etc.) the encroaching party will be sought to reimburse NCTA for the lost revenue.
8. This installation is within the NCDOT Division 12 Interstate Corridor right of way. The encroaching party shall notify the following at least ten (10) business days prior to beginning construction: NCDOT Division 12 Interstate Maintenance: Justin Johnson, jtjohnson4@ncdot.gov or by phone at 704-380-6070.

9. This installation is within the Mobility Partners (NCDOT Contractor) Managed I-77 Toll Corridor right of way. The encroaching party shall notify the following at least ten (10) business days prior to beginning construction:
    a. Mobility Partners: David Hannon, dhannon@i77partners.com or by phone at 980-337-2396 AND documentcontrol@i77partners.com.
    b. NCDOT Division 10 Interstate Maintenance: Michael Mariano, mamariano@ncdot.gov or by phone at 980-262-6260.
    c. The North Carolina Turnpike Authority (NCTA) at telephone (919) 825-2612 or e-mail ncta_tmc@ncdot.gov.

    The NCTA fiber trunk line shall be located prior to any excavation or boring within the Toll I-77 right of way. The cost to repair or relocate any structure, signage, cables, signals or associated equipment due to this installation shall be the responsibility of the encroaching party.

10. Excavation within 1000 feet of a signalized intersection will require notification by the encroaching party to the Division Traffic Engineer at telephone number (980) 552-4214 no less than one week prior to beginning work. All traffic signal or detection cables must be located prior to excavation. Cost to replace or repair NCDOT signs, signals, pavement markings or associated equipment and facilities shall be the responsibility of the encroaching party.

11. This agreement does not authorize installations within nor encroachment onto railroad rights of way. Permits for installations within railroad right of way must be obtained from the railroad and are the responsibility of the encroaching party.

12. At the option of the District Engineer, a preconstruction meeting including representatives of NCDOT, the encroaching party, contractors and municipality, if applicable, shall be required. A pre-construction conference held between a municipality (or other facility owner) and a contractor without the presence of NCDOT personnel with subsequent construction commencing may be subject to NCDOT personnel ceasing any work on NCDOT right-of-way related to this encroachment until such meeting is held. Contact the District office to schedule.

13. At the discretion of the District Engineer, a NOTIFICATION FOR UTILITY / NON-UTILITY ENCROACHMENT WITHIN NCDOT R/W form (See corresponding attachment) with the scheduled pre-construction meeting and associated construction schedule details must be completed and submitted to the District Engineer's office a minimum of one week prior to construction.

14. At the discretion of the District Engineer, the encroaching party (not the utility contractor) shall make arrangements to have a qualified inspector, under the supervision of a Professional Engineer registered in North Carolina, on site at all times during construction. The registered Professional Engineer shall be required to submit a signed and PE sealed certification that the utility was installed in accordance with the encroachment agreement.

Legal & Right-of-Way Issues

15. This approval and associated plans and supporting documents shall not be interpreted to allow any design change or change in the intent of the design by the Owner, Design Engineer, or any of their representatives. Any revisions or changes to these approved plans or intent for construction must be obtained in writing from the Division Engineer's office or their representative prior to construction or during construction if an issue arises during construction to warrant changes.

16. NCDOT does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought about by any property owner by reason of this installation. It is the responsibility of the encroaching party to verify the right of way.

17. Encroaching party shall be responsible for obtaining all necessary permanent and/or temporary construction, drainage, utility and/or sight distance easements.

18. All Right of Way and easements necessary for construction and maintenance shall be dedicated to NCDOT with proof of dedication furnished to the District Engineer prior to beginning work.

19. No commercial advertising shall be allowed within NCDOT Right of Way.

20. The encroaching party shall obtain proper approval from all affected pole owners prior to attachment to any pole.

21. The installation within the Control of Access fence shall not adversely affect the design, construction, maintenance, stability, traffic safety or operation of the controlled access highway, and the utility must be serviced without access from the through-traffic roadways or ramps.

Bonds

22. A Performance and Indemnity Bond in the amount of **$10,000.00** shall be posted with the District Engineer's Office by the Party of the Second Part prior to beginning any work within the NCDOT Right of Way. The bond shall be held for a minimum of one year after a satisfactory final inspection of the installation by NCDOT. The bond may be held for a period longer than one year after completion if, in the opinion of NCDOT, the size or complexity of the installation warrants a longer period.

23. The release of the bond is subject to a final inspection by NCDOT. Contact the District office to schedule a Final Inspection and to request release of the bond.

Work Zone Traffic

24. Traffic control shall be coordinated with the District Engineer's Office at (704)-380-6040, prior to construction.

25. WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM

    All personnel performing any activity inside the highway right of way are required to be familiar with the NCDOT Maintenance / Utility Traffic Control Guidelines (MUTCG). No specific training course or test is required for qualification in the Maintenance /Utility Traffic Control Guidelines (MUTCG).

    All flagging, spotting, or operating Automated Flagger Assist Devices (AFAD) inside the highway right of way requires qualified and trained Work Zone Flaggers. Training for this certification is provided by NCDOT approved training resources and by private entities that have been pre-approved to train themselves.

    All personnel involved with the installation of Work Zone Traffic Control devices inside the highway right of way are required to be qualified and trained Work Zone Installers. Training for this certification is provided by NCDOT approved training resources and by private entities that have been pre-approved to train themselves.

    All personnel in charge of overseeing work zone Temporary Traffic Control operations and installations inside the highway right of way are required to be qualified and trained Work Zone Supervisors. Training for this certification is provided by NCDOT approved training resources and by private entities that have been pre-approved to train themselves.

    For questions and/or additional information regarding this training program please refer to https://connect.ncdot.gov/projects/WZTC/Pages/Training.aspx or call the NCDOT Work Zone Traffic Control Section (919) 814-5000.

26. The party of the second part shall employ traffic control measures that are in accordance with the prevailing federal, state, local, and NCDOT policies, standards, and procedures. These policies, standards, and procedures include, but are not limited to the following:
    a. Manual on Uniform Traffic Control Devices (MUTCD) – North Carolina has adopted the MUTCD to provide basic principles and guidelines for traffic control device design, application, installation, and maintenance. North Carolina uses the MUTCD as a minimum requirement where higher supplemental standards specific to North Carolina are not established. Use fundamental principles and best practices of MUTCD (Part 6, Temporary Traffic Control).
    b. NCDOT Maintenance / Utility Traffic Control Guidelines – This document enhances the fundamental principles and best practices established in MUTCD Part 6, Temporary Traffic Control, incorporating NCDOT-specific standards and details. It also covers important safety knowledge for a wide range of work zone job responsibilities.

27. If the Traffic Control Supervisor determines that portable concrete barrier (PCB) is required to shield a hazard within the clear zone, then PCB shall be designed and sealed by a licensed North Carolina

Professional Engineer. PCB plans and design calculations shall be submitted to the District Engineer for review and approval prior to installation.

28. Ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police, EMS and fire stations, fire hydrants, secondary schools, and hospitals.

29. Traffic shall be maintained at all times. All lanes of traffic are to be open during the hours of 7:00 A.M. to 9:00 A.M. and from 4:00 P.M. to 6:00 P.M. Monday through Friday, during any time of inclement weather, **or as directed by the District Engineer**. Any violation of these hours will result in ceasing any further construction by the Encroaching Party or their contractor. If the construction is within 1000 feet of a school location or on a designated bus route, the construction shall be coordinated with the school start and end times to avoid traffic delays.

30. Nighttime and weekend operations will NOT be allowed unless written approval is received from the District Engineer. If nighttime or weekend work is allowed or required, all signs must be retro-reflective, and a work zone lighting plan must be submitted for approval prior to construction.

31. Work requiring lane or shoulder closures shall not be performed on both sides of the road simultaneously within the same area.

32. Any work requiring equipment or personnel within 5 feet of the edge of any travel lane of an undivided facility and within 10 feet of the edge of any travel lane of a divided facility shall require a lane closure with appropriate tapers per current *NCDOT Roadway Standard Drawings or MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.*

33. At the discretion of the District Engineer, a traffic control plan shall be developed and submitted under the seal and signature of a Licensed North Carolina Professional Engineer prior to construction. The plan shall be specific to the site and adequately detailed. Issues such as the close proximity to intersections shall be addressed.

34. Temporary and final pavement markings are the responsibility of the encroaching party. Final pavement markings and sign plans shall be submitted with the encroachment request to the Division Traffic Engineer prior to construction. Final pavement markings shall be thermoplastic unless otherwise directed by the Division Traffic Engineer or District Engineer.

35. Any pavement markings that are damaged or obliterated shall be restored by the encroaching party at no expense to NCDOT.

36. Sidewalk closures shall be installed as necessary. Pedestrian traffic shall be detoured around these closures and shall be signed appropriately and in accordance with The American with Disabilities Act Accessibility Guidelines. The encroaching party must adhere to the guidelines for accommodating pedestrians in encroachment work zones as described in the NCDOT Pedestrian Work Zone Accommodations Training found at https://www.youtube.com/watch?v=AOuYa5IW3dg&feature=youtu.be

Holiday and Holiday Weekend Lane Closure Restrictions

37. The Contractor shall not narrow or close a lane of traffic on **ANY ROAD**, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

    - For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the District Engineer.
    - For **New Year's Day**, between the hours of 8:00am December 31st and 8:00 pm January 2nd. If New Year's Day is on a Friday, Saturday, Sunday, or Monday, then until 8:00pm the following Tuesday.
    - For Easter, between the hours of 8:00am Thursday and 8:00pm Monday.
    - For Memorial Day, between the hours of 8:00am Friday and 8:00pm Tuesday.
    - For **Independence Day**, between the hours of 8:00am the day before Independence Day and 8:00pm the day after Independence Day.

      If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 8:00am the Thursday before Independence Day and 8:00pm the Tuesday after Independence Day.
    - For **Labor Day**, between the hours of 8:00am Friday and 8:00pm Tuesday.
    - For **Thanksgiving Day**, between the hours of 8:00am Tuesday and 8:00pm Monday.
    - For **Christmas**, between the hours of 8:00am the Friday before the week of Christmas Day and 8:00pm the following Tuesday after the week of Christmas Day.
    - For **NASCAR Races** in Charlotte, between the hours of 8:00am the day before the NASCAR Races and 8:00pm the day after the end of the NASCAR Races in Charlotte.

      Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the District Engineer.

Roadside Environmental

38. 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. Additional information can be obtained by contacting the NCDOT Roadside Environmental Engineer regarding the North Carolina Natural Heritage Program or the United States Fish and Wildlife Services. Contact the Division Roadside Environmental Engineer's Office at 980-552-4256.

39. When surface area in excess of one acre will be disturbed, the Encroacher shall submit a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. Failure to provide this information shall be

grounds for suspension of operations. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with the approved sediment and erosion control plan.

40. The Verification of Compliance with Environmental Regulations (VCER-1) form is required for all non-utility encroachment agreements or any utility encroachments when land disturbance within NCDOT right of way exceeds 1 acre. The VCER-1 form must be PE sealed by a NC registered professional engineer who has verified that all appropriate environmental permits (if applicable) have been obtained and all applicable environmental regulations have been followed.

41. All erosion control devices and measures shall be constructed, installed, maintained, and removed by the Encroacher in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, and policies. Permanent vegetation shall be established on all disturbed areas in accordance with the recommendations of the Division Roadside Environmental Engineer. All areas disturbed (shoulders, ditches, removed accesses, etc.) shall be graded and seeded in accordance with the latest *NCDOT Standards Specifications for Roads and Structures* and within 15 calendar days with an approved NCDOT seed mixture (all lawn type areas shall be maintained and reseeded as such). Seeding rates per acre shall be applied according to the Division Roadside Environmental Engineer. Any plant or vegetation in the NCDOT planted sites that is destroyed or damaged as a result of this encroachment shall be replaced with plants of like kind or similar shape.

42. No trees within NCDOT shall be cut without authorization from the Division Roadside Environmental Engineer. An inventory of trees measuring greater than 4 caliper inches (measured 6" above the ground) is required when trees within C/A right of way will be impacted by the encroachment installation. Mitigation is required and will be determined by the Division Roadside Environmental Engineer's Office.

43. Prior to installation, the Encroaching Party shall contact the District Engineer to discuss any environmental issues associated with the installation to address concerns related to the root system of trees impacted by boring or non-utility construction of sidewalk, roadway widening, etc.

44. The applicant is responsible for identifying project impacts to waters of the United States (wetlands, intermittent streams, perennial streams and ponds) located within the NCDOT right-of-way. The discharge of dredged or fill material into waters of the United States requires authorization from the United States Army Corps of Engineers (USACE) and certification from the North Carolina Division of Water Quality (NCDWQ). The applicant is required to obtain pertinent permits or certification from these regulatory agencies if construction of the project impacts waters of the United States within the NCDOT right-of-way. The applicant is responsible for complying with any river or stream Riparian Buffer Rule as regulated by the NCDWQ. The Rule regulates activity within a 50-foot buffer along perennial streams, intermittent streams and ponds. Additional information can be obtained by contacting the NCDWQ or the USACE.

45. The contractor shall not begin the construction until after the traffic control and erosion control devices have been installed to the satisfaction of the Division Engineer or their agent.

46. The contractor shall perform all monitoring and record keeping and any required maintenance of erosion and sediment control measures to maintain compliance with stormwater regulations.

STIP (or Division Managed) Projects

47. State Transportation Improvement Project (STIP) **N/A** is scheduled for future construction. Any encroachment determined to be in conflict with the construction of this NCDOT project shall be removed and/or relocated at the encroaching party's expense, even if the construction plans change prior to letting.

48. For NCDOT STIP projects, even though proposed right of way are shown on the plans. The Right of Way are sometimes not acquired/ guaranteed/ finalized to NCDOT until the plans are signed and sealed. NCDOT STIP projects that are in the design phase are subject to change including but not limited to Right of Way etc. The applicant (Utility Provider etc.) will have to verify existing/ proposed right of way prior to placing their utilities within the STIP project limits that are in design phases, even though an approved encroachment is granted from NCDOT.

49.

Construction

General

50. An executed copy of the encroachment agreement, provisions and approved plans shall be present at the construction site at all times. 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.

51. The Encroaching Party and/or their Contractor shall comply with all OSHA requirements. If OSHA visits the work area associated with this encroachment, the District Office shall be notified by the encroaching party immediately if any violations are cited.

52. Any REVISIONS marked in RED on the attached non-PE sealed plans shall be incorporated into and made part of the approved encroachment agreement.

53. All disturbed areas are to be fully restored to current NCDOT minimum roadway standards or as directed by the Division Engineer or their representative. Disturbed areas within NCDOT Right-of-Way include, but not limited to, any excavation areas, pavement removal, drainage or other features.

54. The encroaching party shall notify the Division Engineer or their representative immediately in the event any drainage structure is blocked, disturbed or damaged. All drainage structures disturbed, damaged or blocked shall be restored to its original condition as directed by the Division Engineer or their representative.

55. A minimum of 5 feet clearance is required for utility installations beneath or near drainage pipes, headwalls, and a minimum of two-foot clearance below the flowline of streams. If directional drilling, a minimum ten-foot clearance distance is required from drainage structures and a minimum of 5 feet below flowline of streams.

56. At points where the utility is placed under existing storm drainage, the trench will be backfilled with excavatable flowable fill up to the outside diameter of the existing pipe.

57. Unless specified otherwise, during non-working hours, equipment shall be located away from the job site or parked as close to the right of way line as possible and be properly barricaded in order not to have any equipment obstruction within the Clear Zone. Also, during non-working hours, no parking or material storage shall be allowed along the shoulders of any state-maintained roadway.

58. No access to the job site, parking or material storage shall be allowed along or from the **Control of Access Roadway.**

59. Guardrail removed or damaged during construction shall be replaced or repaired to its original condition, meeting current NCDOT standards or as directed by the Division Engineer or their representative.

60. The resetting of the Control of Access fence shall be in accordance with the applicable NCDOT standard and as directed by the Division Engineer or their representative.

61. Right of Way monuments disturbed during construction shall be referenced by a registered Land Surveyor and reset after construction.

62. All Traffic signs moved during construction shall be reinstalled as soon as possible to the satisfaction of the Division Engineer or their representative.

63. Any utility markers, cabinets, pedestals, meter bases and services for meter reading required shall be as close to the Right of Way line as possible. If it is not feasible to install at or near Right of Way line, then written approval shall be obtained from NCDOT prior to installation.

64. Detection tape, where required by NCGS § 87-115 through § 87-130 of the Underground Utility Safety and Damage Prevention Act, shall be buried in the trench approximately 1 foot above the installed facility. Where conduit is installed in the right of way and is not of ferrous material, locating tape or detection wire shall be installed with the conduit.

65. All driveways disturbed during construction shall be returned to a state comparable with the condition of the driveways prior to construction.

66. Conformance with driveway permit review should be required in conjunction with this encroachment agreement. In the event there is a conflict between the driveway permit and the encroachment agreement, the District Engineer should resolve the conflict and notify the parties involved.

67. If the approved method of construction is unsuccessful and other means are required, prior approval must be obtained through the District Engineer before construction may continue.

68. The encroaching party and their construction contractor must sign and submit the NCDOT *Workforce Safety Plan for Encroachment Activities: COVID-19* form to the District Engineer prior to construction.

69. The attached Duke Energy response to the NCDOT *COVID-19 Workforce Safety Plan* shall be applied for all employees on the job site unless otherwise directed by the District Engineer.

Engineering

70. All traffic control, asphalt mixes, structures, construction, workmanship and construction methods, and materials shall be in compliance with the most-recent versions of the following resources: *ASTM Standards*, *Manual on Uniform Traffic Control Devices, NCDOT Utilities Accommodations Manual, NCDOT Standard Specifications for Roads and Structures, NCDOT Roadway Standard Drawings,* NCDOT *Asphalt Quality Management System* manual, **and the approved plans.**

71. Prior approval for any blasting must be obtained from the Division Engineer or their representative.

72. Regulator stations, metering stations, cathodic test stations, and anode beds are not permitted within NCDOT right of way. Header wires are permitted.

73. Non-Utility Communication and Data Transmission installations (ground mounted type or Small Cell pole-mounted type) must adhere to guidelines in the Utilities Accommodations Manual and, when located within municipal jurisdictions, are subject to review and approval by municipal ordinances and any additional municipal approval for proximity to historic districts and landmarks. All wiring and related telecommunications work shall conform to the latest regulations by the Federal Communications Commission.

74. All wiring and related electrical work shall conform to the latest edition of the National Electrical Safety Code.

Location within R/W

75. All utility access points, such as manholes, vaults, handholes, splice boxes and junction boxes shall be located as close to the right of way line as possible and shall not be placed in the ditch line, side slopes of the ditches or in the pavement. All manholes, handholes, splice boxes, junction boxes and vaults and covers shall be flush with the ground when located within the vehicle clear zone. Slack loops for telecommunications in industry standard housing units shall be buried a minimum of 18 inches when buried or meet minimum NCDOT vertical and horizontal clearances when installed aerially.

76. Fire Hydrants shall be of the breakaway type. Hydrants shall be placed near the right of way line. In curb and gutter sections with written approval from the District, the hydrants may be placed at 6' behind the back of the curb or minimum 2' back of sidewalk.

77. Luminaire and/or utility poles and guy wires shall be set as close to the Right of Way line as practical and outside the Clear Zone in accordance with the latest version of the AASHTO Roadside Design Guide (See corresponding attachment) or made breakaway in accordance with the requirements of NCHRP Report 350. Any relocation of the utility poles from the original design due to Clear Zone requirements shall require a re-submittal for the utility design.

78. Luminaire and/or utility poles shall be set a minimum of 5'-6" behind face of any guardrail or otherwise sufficiently protected. However, standard placement may be reduced to 3'-6" behind face of guardrail when posts are spaced 3'-1 ½", or where speed limit is less than 55 MPH.

79. Hot box (aka ASSE 1060) or Safe-T-Cover type enclosures covering utility main pipe joints, backflow preventers, valves, vent pipes, cross connections, pumps, grinders, irrigation assemblies, transformers, generators, and other similar large appurtenances shall be located outside sight distance triangles and off of the NCDOT Right-of-Way.

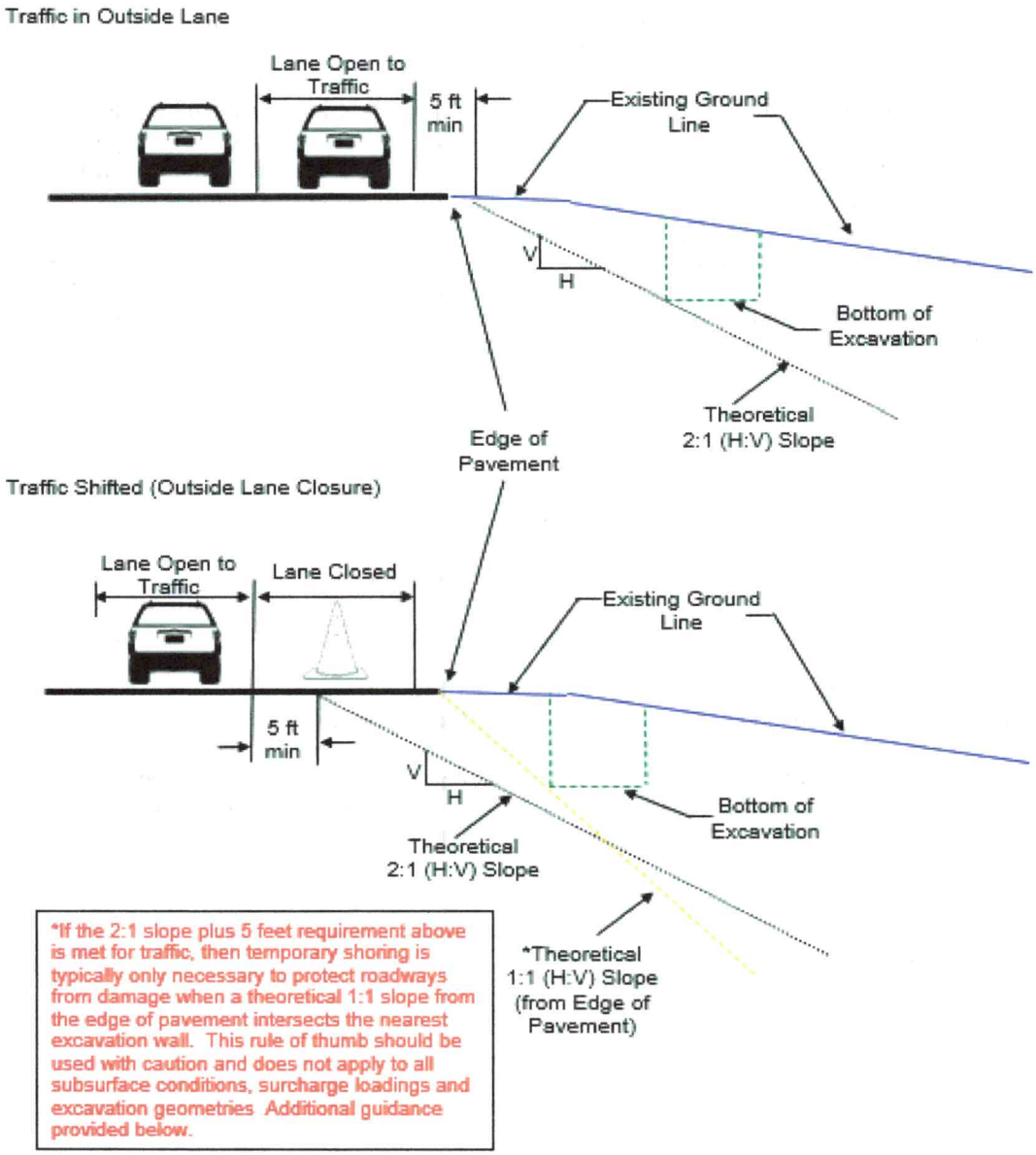
80. Sprinkler heads shall be located a minimum of 10 feet from the edge of pavement, edge of shoulder, or back of curb whichever is greater and shall be directed so that water does not spray or drain on the roadway surface, sidewalk, or passing vehicles at any time. Upon completion of the installation and prior to activation of the system, the Encroacher shall contact the District Engineer to schedule a test of the system to verify the spray pattern. Sprinkler systems shall not be operated during periods of high wind or freezing weather, or to the extent that the subgrade adjacent to the pavement structure becomes saturated. NCDOT reserves the right to require immediate termination and removal of any sprinkler system which in its judgement and opinion adversely affects safety, maintenance, or operation of the roadway.

Excavation

81. Excavation material shall not be placed on pavement.

82. It is the responsibility of the encroaching party or their contractor to prevent any mud/dirt from tracking onto the roadway. Any dirt which may collect on the roadway pavement from equipment and/or truck traffic on site shall be immediately removed to avoid any unsafe traffic conditions.

83. The utility shall be installed within 5 feet of the right of way line and outside the 5-foot minimum from travel lane plus theoretical 2:1 slope from the edge of pavement to the bottom of the nearest excavation wall for temporary shoring. Temporary shoring is required when a theoretical 2:1 slope from the bottom of excavation will intersect the existing ground line less than 5 feet from the outside edge of an open travel lane as shown in the figure below or when a theoretical 2:1 slope from the bottom of excavation will intersect any existing structure, support, utility, property, etc. to be protected.



If the 2:1 slope plus 5 feet requirement above is met for traffic, then temporary shoring is typically only necessary to protect roadways from damage when a theoretical 1:1 slope from the edge of pavement intersects the nearest excavation wall. This rule of thumb should be used with caution and does not apply to all subsurface conditions, surcharge loadings and excavation geometries. Situations where this 1:1 slope is not recommended include groundwater depth is above bottom of excavation or excavation is deeper than 10 feet or in Type B or C soils as defined by OSHA Technical Manual. Temporary shoring may be avoided by locating trenches, bore pits, and other excavations far enough away from the open travel lane, edge of pavement and any existing structure, support, utility, property, etc. to be protected.

Temporary shoring shall be designed and constructed in accordance with current NCDOT Standard Temporary Shoring provisions (refer to https://connect.ncdot.gov/resources/Specifications/Pages/2018-Specifications-and-Special-Provisions.aspx and see SP11 R002

a. Temporary excavation shoring, such as sheet piling, shall be installed. The design of the shoring shall include the effects of traffic loads. The shoring system shall be designed and sealed by a licensed North Carolina Professional Engineer. Shoring plans and design calculations shall be submitted to the Division Engineer for review and approval prior to construction. (See NCDOT *Utilities Accommodations Manual* for more information on requirements for shoring plans, design calculations, and subsurface investigation report.) **Trench boxes shall not be accepted as temporary shoring and will not be approved for use in instances where shoring is required to protect the highway, drainage structure, and/or supporting pavement or structure foundation.**
b. All trench excavation inside the limits of the theoretical two-to-one slope plus 5 feet requirement, as defined by the policy, shall be completely backfilled and compacted at the end of each construction day. No portion of the trench shall be left open overnight. Any excavation that is not backfilled by the end of the workday must address any safety and traveling public concerns including accommodations for bicycles, pedestrians and persons with disabilities.
c. The trench backfill material shall meet the Statewide Borrow Criteria. The trench shall be backfilled in accordance with Section 300-7 of the latest *NCDOT Standard Specifications for Roads and Structures,* which basically requires the backfill material to be placed in layers not to exceed 6 inches loose and compacted to at least 95% of the density obtained by compacting a sample in accordance with AASHTO T99 as modified by DOT.
d. At the discretion of the Division Engineer, a qualified NCDOT inspector shall be on the site at all times during construction. The encroaching party shall reimburse NCDOT for the cost of providing the inspector. If NCDOT cannot supply an inspector, the encroaching party (not the utility contractor) should make arrangements to have a qualified inspector, under the supervision of a licensed North Carolina Professional Engineer, on the site at all times. The Professional Registered Engineer shall certify that the utility was installed in accordance with the encroachment agreement and that the backfill material meets the Statewide Borrow Criteria.
e. The length of parallel excavation shall be limited to the length necessary to install and backfill one joint of pipe at a time, not to exceed twenty-five (25) feet.

84. All material to a depth of 8 inches below the finished surface of the subgrade shall be compacted to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T99 as modified by the Department. The subgrade shall be compacted at a moisture content which is approximately that required to produce the maximum density indicated by the above test method. The contractor shall dry or add moisture to the subgrade when required to provide a uniformly compacted and acceptable subgrade. The option to backfill any trenches with dirt or either #57 stone or #78 stone with consolidation with a plate tamp and without a conventional density test may be pursued with the written consent of the District Engineer. If this option is exercised, then roadway ABC stone and asphalt repair as required will also be specified by the District Engineer.

Directional bore

85. Boring equipment will be provided of a type and size to facilitate boring in the local geologic conditions and shall be able to facilitate the encroachment work.

86. When Horizontal Directional Drilling (HDD) is used, the following stipulations apply:
    a. Use drilling fluids as appropriate for the type soils but use of water alone is prohibited. Pump drilling fluids only while drilling or reaming. Directional boring using jetting with a

Bentonite (or equivalent material) slurry is recommended. Monitor flow rates to match the amount leaving the bore hole and do not increase pressure or flow to free stuck drill heads, reamers or piping. Open cutting to retrieve stuck drill heads is not allowed without prior permission from the District Engineer.

b. The minimum depth shall adhere to the table below for transverse (under non-controlled access, partial controlled access, or limited controlled access roadway) installations and refers to maximum diameter of hole drilled and not the dimension of the carrier or encasement pipe.

Diameter of Drilled Hole (Backream)	Minimum Depth of Cover
2" to 6"	5 feet
>6" to 15"	12 times hole diameter (e.g. 6-inch hole means 6 feet minimum depth)
>15" to 36"	15 feet or greater

c. Under fully controlled access roadway installations, the minimum depth for transverse crossings shall be 15 feet under any pavement (ramps or thru lanes)
d. An overbore (backream diameter) shall not be more than 1.5 times the outside diameter of the pipe or encasement under any highway for pipes 12 inches in diameter or less. For pipes with outer diameter larger than 12 inches, the overbore may be no larger than outer diameter of pipe plus 6 inches. An overbore exceeding 1.5 times greater than the outside diameter of the pipe or encasement may be considered if the encroachment agreement includes a statement signed and sealed by a licensed North Carolina Professional Engineer indicating that an overbore in excess of 1.5 times the outside diameter of the pipe or encasement will appropriately arch and no damage will be done to the pavement or sub-grade.
e. Directional boring is allowed beneath embankment material in naturally occurring soil.
f. Any parallel installation utilizing the directional boring method shall be made at a minimum depth of five (5') 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.
g. All directional bores shall maintain ten (10) feet minimum (clear) distance from the nearest part of any structure, including but not limited to bridges, footings, pipe culverts or box culverts. Directional bores are not allowed beneath bridge footings, culvert wingwall footings, slope protection or retaining walls.
h. The tip of the drill string shall have a cutter head.
i. Detection wire shall be installed with non-ferrous material.
j. 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.

Aerial clearances

87. Vertical clearance of overhead power and communication lines shall meet the National Electrical Safety Code requirements except the minimum vertical clearance shall be 18' for crossings over NCDOT roadways (24' over Fully Controlled Access roadways) and 16' for parallel installations.

88. In relation to the bridge, the utility line shall be located with minimum clearances as indicated on the attachment for NCDOT **Required Clearances for Aerial Installations by Encroachment Near Bridge Structures**.

Pavement Detail and Repair

89. The paving of this roadway shall be in accordance with the latest version of NCDOT Standard Specifications, Sections 610, 1012 and 1020. The Contractor shall follow all procedures of the Quality Management System (QMS) for asphalt pavement - Maintenance Version (see https://connect.ncdot.gov/resources/Materials/MaterialsResources/2018%20QMS%20Asphalt%20Manual.pdf). The Contractor must adhere to all testing requirements and quality control requirements specified. The Contractor shall contact the NCDOT Division QA Supervisor prior to producing plant mix and make the Supervisor aware that the mix is being produced for a future NCDOT road. Contact the District Engineer to determine the NCDOT Division QA Supervisor. Only NCDOT approved mix designs will be acceptable. A Quality Control Plan shall be submitted (as Directed by the District Engineer) to the District Engineer's Office prior to asphalt production utilizing form QMS-MV1. Failing mixes and/or densities are subject to penalties including monetary payments or removal and replacement. To minimize traffic queuing in construction areas, the possibility of traffic detours may be considered when working on high traffic routes even if traffic control is used. The District Engineer may require traffic detours.

90. When paving beyond utility installation is involved, a Roadway certification report sealed by a Professional Engineer shall be submitted to the District Engineer's office indicating the following:
    - Pavement thickness by type
    - Pavement density, core and/or test locations
    - Base thickness
    - Base density
    - Subgrade density

    Test frequency and method shall be in conformance with the NCDOT *Materials and Tests Manual*. Test must be performed by a Certified Technician including name and Certification number on report.

91. "Potholing" pavement cores to expose existing utilities shall be made with an 18" diameter keyhole pavement core. Pavement core locations shall not be placed in the wheel path whenever possible. Vacuum excavation shall be utilized to expose underground utilities. Pavement cores shall be repaired within the same working day. The pavement core shall be retained and reused to fill the core hole.

    The excavation shall be backfilled and compacted with select material to the bottom of the existing pavement structure or as indicated by the District Engineer. The retained core shall be placed in the hole and secured with a waterproof, mechanical joint. If the pavement core is damaged and cannot be re-used, the core may be replaced with the surface mix, S9.5B. The asphalt patch shall match the thickness of the existing asphalt or four inches, whichever is greater. All materials must be listed on the NCDOT Approved Products List (APL) found at: https://apps.ncdot.gov/vendor/approvedproducts/.

92. The minimum pavement design for pavement repair shall be according to NCDOT Standard Drawing 654.01 (https://connect.ncdot.gov/resources/Specifications/2018StandardRdwyDrawings/Division%2006%20Asphalt%20Bases%20and%20Pavements.pdf) and shall include a mechanical overlay extent to be a minimum of 25 feet each side of the pavement repair area OR as directed by the District Engineer.

93. Pavement cuts shall be repaired the same day the cuts are made unless an asphalt patch cannot be accomplished the same day due to material availability or time restrictions. When the asphalt patch is not feasible, the following apply:

a. The pavement cut shall be filled to the surface with ABC stone or Flowable Fill per NCDOT's Standards and Specifications.
b. Once the cut is filled, a minimum ¾-inch steel plate shall be placed and pinned to prevent moving. Plates shall be designed large enough to span a minimum of 1-foot on all sides on the pavement cut.
c. When flowable fill is used, it shall cure for 24 hours prior to any asphalt material placement. Flowable fill bleed water shall not be present during paving operations. Paving shall not cause damage (shoving, distortion, pumping, etc.) to the flowable fill.
d. Install and leave "BUMP" signs according to MUTCD until the steel plate has been removed. Once the flowable fill has cured, remove the steel plate, and mill/fill according to the directions of the District Engineer.
e. All pavement cuts must be sealed with NCDOT approved sealant to prevent future pavement separation or cracking.

94. Any pavement damaged because of settlement of the pavement or damaged by equipment used to perform encroachment work, shall be re-surfaced to the satisfaction of the District Engineer. This may include the removal of pavement and a 50' mechanical overlay. All pavement work and pavement markings (temporary and final) are the responsibility of the Encroaching Party.

Post Construction

Close out/ Inspection

95. The Encroaching party shall notify the District Engineer's office within 2 business days after construction is complete. The District Engineer may perform a construction inspection. Any deficiencies may be noted and reported to the encroaching party to make immediate repairs or resolve any issues to restore the right-of-way to a similar condition prior to construction, including pavement, signage, traffic signals, pavement markings, drainage, structures/pipes, or other highway design features.

96. At the discretion of the District Engineer, a final inspection report may be provided to the encroaching party upon satisfactory completion of the work.

97. A written acknowledgement of the completed work by the District Engineer's office begins the one-year warranty period associated with the performance bond.

98. If the actual construction differs from the approved plans associated with this encroachment, a copy of "as-built" plans shall be submitted to the District Engineer's office in a PDF format and in a current ESRI GIS format within 4 weeks of construction.

99. The encroaching party shall provide the North Carolina Turnpike Authority (NCTA) with an electronic copy of coordinate correct as-built plans within two weeks of installation completion. Failure to provide the as-built plans may jeopardize future approvals within NCTA right of way.

100. A copy (in PDF format) of the completed ground water analysis shall be given to the District Engineer, including detailed drawings of the "as-built" wells showing location, depth and water level in well.

ATTACHMENT FORM

NOTIFICATION FOR UTILITY / NON-UTILITY ENCROACHMENT WITHIN NCDOT R/W

Instructions for use:
This form must be completed in its entirety and submitted directly to the designated personnel in the District Engineer's office via email, fax or hand delivery a minimum of one week prior to construction for the encroachment. If the designated NCDOT personnel names are unknown by the person completing this form, please contact the District Engineer's office to determine that contact info.

Date: _____ Submitted by Name: _____

To: District Personnel Name: Marq Houser
District Personnel Email: ext-mlhouser@ncdot.gov
District Fax No.: 704-380-6040

This notification is to inform you that we (encroaching party or their contractor) will begin construction work on the following project in a minimum of one week.

Encroachment number
(assigned by NCDOT) for the project: _____

Construction start date: _____

Approximate ending date: _____

Contact NCDOT inspector a minimum of 72 hrs. in advance to set-up Preconstruction meeting in the District Engineer's office or other location as directed by the District Engineer

Preconstruction meeting date & time: _____

Preconstruction meeting address: _____
_____

Type of project: _____
[Examples: power, telecommunication, water, sewer, gas, petroleum, other (describe)]

Contact Info for this project:

Contractor Company Name:
_____
Contractor Contact Name:
_____
Contractor Phone Number:
_____
Contractor Email:
_____

NCDOT Utility Inspector Name:
_____
NCDOT Utility Inspector Phone:
_____
NCDOT Utility Inspector Email:
_____
NCDOT Utility Project Manager Name:
_____
NCDOT Utility Project Manager Phone:
_____
NCDOT Utility Project Manager Email:
_____

ROUTE _____ PROJECT _____ COUNTY OF Iredell STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
PRIMARY AND SECONDARY HIGHWAYS

-AND-

Bordeaux MFL, LLC
PO Box 3481 Mooresville NC 28117
704-361-0047 Burkebuildersnc.@gmail.com

THIS AGREEMENT, made and entered into this the 13th day of December 20 22 by and between the Department of Transportation, party of the first part; and Bordeaux MFL, LLC \ Patrick E. Burke
PO Box 3481 Mooresville NC 28117 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) _____, located _____

with the construction and/or erection of: The installation of 2 horizontal road boring 1-6" between SL#2 320 Bridgewater Ln. to SL7 313 Bridgewater Ln. And the second 4" bore under front SL4 330 Bridgewater to SL6 321 Bridgewater Ln.

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 UTILITIES ACCOMMODATIONS MANUAL, 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 Utilities Manager 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 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.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination 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 made a part of this contract.

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.

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

Docusigned by: JMSpl 00D7C481CB144F9...

BY: ~~DIVISION ENGINEER~~

ATTEST OR WITNESS:

Evelyn Shady

52601 Windlass Rd. Southport NC 28461

Evie.burkedeveloper@gmail.com 704-965-1149

GM 704-361-0047

Bordeaux MFL, LLC PO Box 3481 Mooresville

Mooresville NC 28117 Burkebuildersnc@gmail

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 State Utilities Manager. 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.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the State Utilities Manager in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. 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.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.

NCDOT Hold Harmless Declaration for Private Facility FORM

Private Facility Encroachment Hold Harmless Declaration

Encroachment Agreement Second Party: Bordeaux MFL, LLC 704-361-0047

Encroachment Number: E122-049-22-00251

309 Bridgewater Ln. Mooresville NC

County: Iredell

BurkebuildersNC@gmail.com

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.

Affected Party:
Patrick E. Burke GM

PO Box 3481 Mooresville NC 28117

BurkebuildersNC@gmail.com
704-361-0047

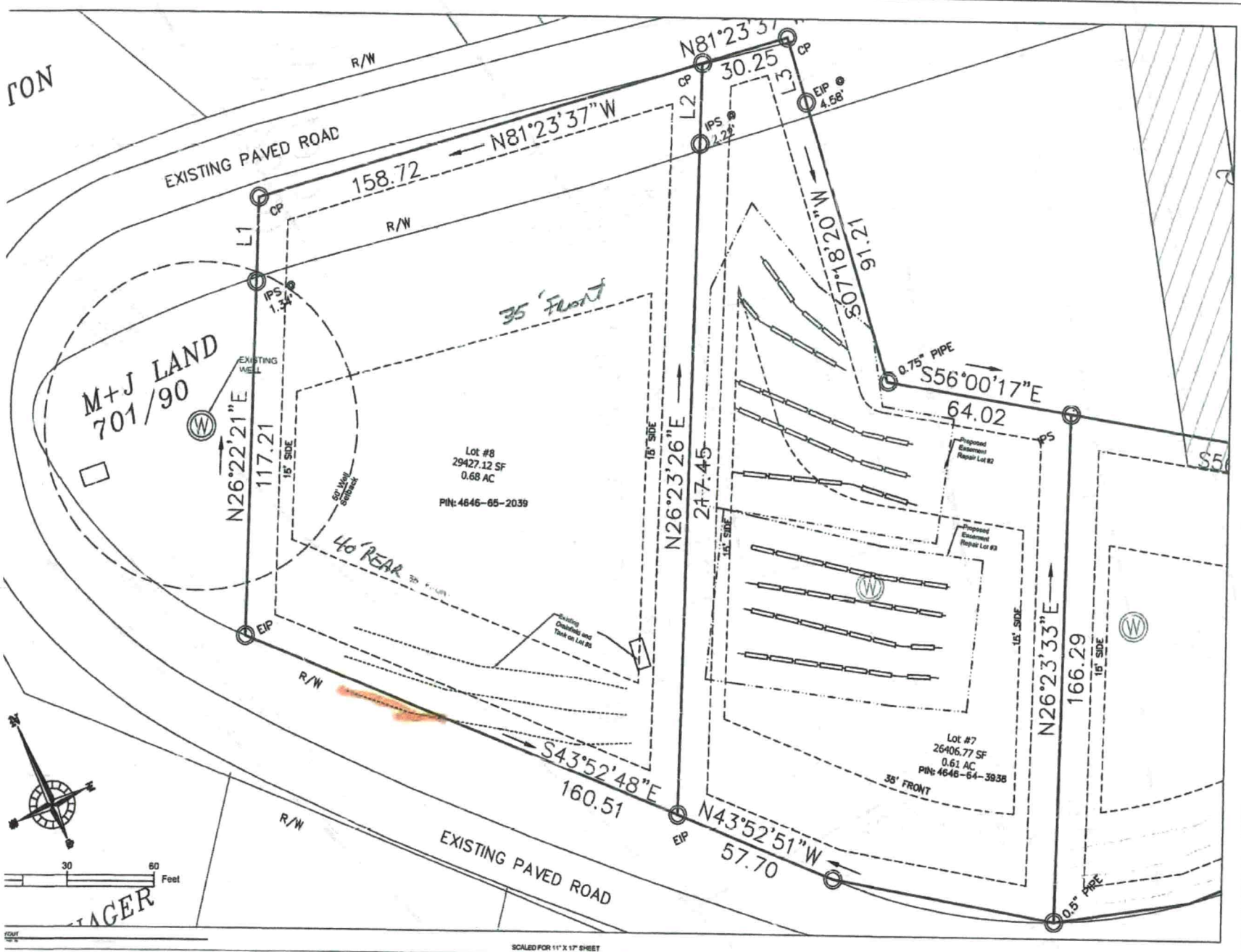
Date: 10/7/2022

Attest or Witness:
Evelyn Grady Evelyn Grady

5261 Windlass Rd. Southport NC 28461

Evie.burkedeveloper@gmail.com
704-965-1149

Published by NCDOT Utilities Unit 7/17/2017
Separate Form to be signed by each property owner affected by the installation.



AWT
Engineers and Soil Scientists
Agri-Waste Technology Inc
501 N. Salem Street, Suite 203
Apex, North Carolina 27502
919-859-0909
www.agriwaste.com

Owner Information:
Burke Developer, Inc.
PO Box 3481
Mooresville, NC 28117
704-361-0047
burkebuildersnc@gmail.com
evie.Burkedeveloper@gmail.com

Property Information:
Bridgegolar Lane
Mooresville, NC 28117
Iredell County
PIN's:
4646-64-3938
4646-65-2039

For Review Only

GENERAL NOTES

1)BOUNDARY INFORMATION TAKEN FROM SURVEY BY OTHERS.

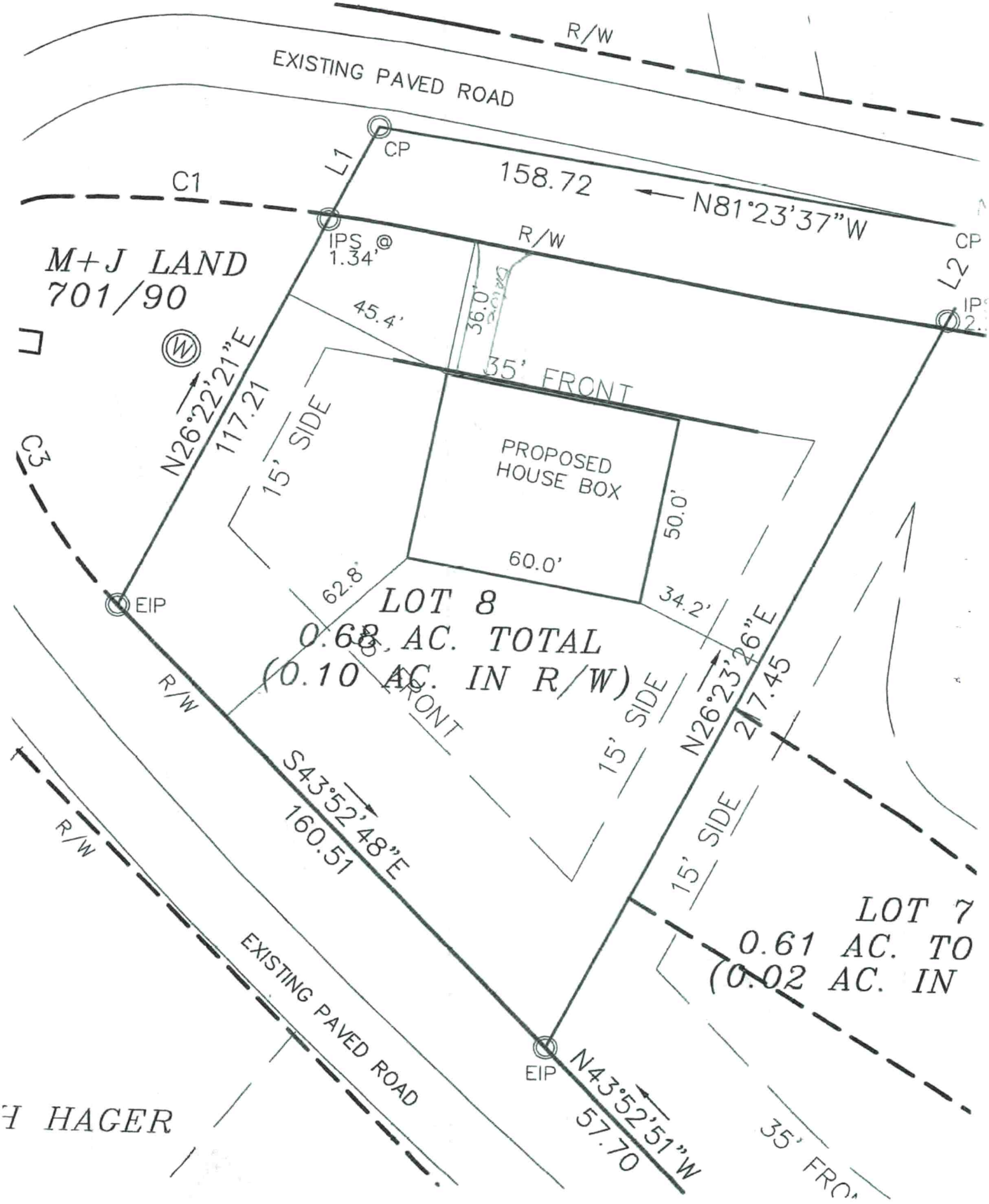
2)THIS PLANNING DOCUMENT IS ONLY MEANT FOR SEPTIC PERMITTING PURPOSES AND DOES NOT REPRESENT A PLOT PLAN OR SURVEY PRODUCT.

SHEET TITLE

Property Layout

PROJECT CONTACT: A. Hudson	919-367-6314
DRAWN BY: A. Hudson	CREATED ON: 09/31/2022
REVISED BY:	REVISED ON:
RELEASED BY:	RELEASED ON:

DRAWING NUMBER
WW-1


R/W
EXISTING PAVED ROAD
CP
158.72
N81°23'37"W
CP
C1
L1
L2
IPS @
1.34'
R/W
M+J LAND
701/90
45.4'
36.0'
35' FRONT
N26°22'21"E
117.21
15' SIDE
PROPOSED
HOUSE BOX
50.0'
60.0'
62.8'
34.2'
EIP
LOT 8
0.68 AC. TOTAL
(0.10 AC. IN R/W)
R/W
S43°52'48"E
160.51
35' FRONT
15' SIDE
N26°23'26"E
217.45
15' SIDE
LOT 7
0.61 AC. TO
(0.02 AC. IN
R/W
EXISTING PAVED ROAD
EIP
N43°52'51"W
57.70
35' FRO
HAGER

Gmail

Patrick Burke <burkebuildersnc@gmail.com>

309 Bridgewater

1 message

Danielle Wieberg <danielle.wieberg@co.iredell.nc.us> Thu, Oct 6, 2022 at 10:12 AM
To: Patrick Burke <burkebuildersnc@gmail.com>, Evelyn Grady <evie.burkedeveloper@gmail.com>

Good morning –

First - I apologize for not seeing this sooner & discussing it when we met on site Tuesday, but I was trying to make sure I got all of the soil areas evaluated & did not give lot 8 enough attention. That said, unfortunately we do have a problem with lot 8. Part of the septic system crosses into the right of way on this lot. We have three options:

1. petition DOT for an encroachment agreement to leave the system in the ground as is, with a portion in the right of way.
2. Cut off the portion of the septic system that does not meet the setbacks (you will lose everything within 10' of the property line), dig pits above the other two lines & see if we can find soil/space to add back what we will lose
3. Option 2 but instead of replacing the system, we drop the bedroom count to a 2 bedroom because the system must be the original size to keep a 3 bedroom permit.

All 3 of these options will require the front property line to survey staked every 25' so I can determine exactly how much of the system crosses the line. I will also need to have all of the debris in the front yard moved so I can finish probing out the rest of the drain line.

As I mentioned Tuesday, I lost a friend unexpectedly Monday. I am going to West Virginia today & tomorrow but I will have some cell service if you have questions.

I am also working on the permits for the other four lots already. Both lot 2 & 3 will have the systems installed on the offsite area – the soil is better & we can put in less product by doing that & keep the systems cheaper. I assume this will be acceptable?

Let me know if you have questions!

Danielle Wieberg

Environmental Health Specialist – OSWW

Iredell County Health Department

610 E. Center Avenue

Mooresville , NC 28115

704-902-4482

Please tell us how we are doing:

Take Our Survey

Public Health
Prevent Promote Protect
Iredell County Health Department

IREDELL

Pursuant to North Carolina General Statues Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail messages that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time. Also, the information contained in this message may be privileged and confidential. If this e-mail contains protected health information or personal identifying information, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited, except as permitted by law. If you have received this communication in error, please notify the sender immediately by replying to this message and deleting it from your computer. Thank You