ARBY'S RESTAURANT

IREDELL COUNTY HEALTH DEPARTMENT

STATESVILLE 704-878-5305 MOORESVILLE 704-664-5281

IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM INSPECTION

PERMIT# 111634 PIN# 4746 88 ~~2406~~ ~~6692~~ 0197 DATE 6/24/03

OWNER OR CONTRACTOR F&W COMPANIES / PLATINUM FOODS PHONE: Business 336-835-4000 Home

ADDRESS PO Box 410 WILKESBORO NC 28697

LOCATION 21 N - ON LT BEFORE JUNCTION WITH I77 ARBY'S RESTAURANT

SUBDIVISION — BLOCK / SECTION — LOT LOT AREA — SITE CLASS PS DESIGN FLOW 2960 L.T.A.R. .25GPD/FT2

Septic Tank: 2@2000 Gallons; STB 633 Date 12/20/03
Pump Tank: 3500 Gallons; PT 96 Date 2/24/03
Pump Make: ZOELLER Model 267-0013 Serial No.
Nitrification Field: No Fields 1 Square Feet 12,000 Linear Feet 4000
No Lines 40@100' Trench Width 36" Max Trench Bottom Depth 36" Gravel Depth 12"

☑ New System ☐ Repair System Type: I, II, III, IV, V, VI
System Description: PUMP CONVENTIONAL
Repair System Description: SAME
Maintenance Agreement Required: ☑ Yes ☐ No

☐ House/Mod. Home No. Bedrooms
☐ Mobile Home No. Bathrooms
☐ Business No. Employees
☑ Other RESTAURANT W/ 74 SEATS

☑ Slab ☑ Crawl Space ☐ Basement w/plumbing ☐ Basement wo/plumbing

Water Supply: ☐ Individual ☑ Public ☐ Community

Comments:/Conditions:
GREASE TRAP 3500 ~~PUMP~~ B 647 8/24/03
2nd Septic Tank 633 - DATE 9/20/03

Comments:/Conditions: 1) MOVE PRESSURE MANIFOLDS TO CENTER OF FIELDS

INITIAL SITE SKETCH

Site Address: 829 Turnersburg Hwy-Stat.

SEE BROOKS & MEDLOCK ENGINEERING PLAN

AS BUILT SKETCH

Off site septic on 4746-87-2662 (across Hwy 21 N from restaurant

Permit can be suspended or revoked if any false information is supplied toward securing the permit/any unauthorized changes are made to the site/any unauthorized changes are made in the installation of the system. Improvement Permit with plat valid without expiration. Improvement Permit with site plan valid for sixty months. Authorization to Construct is valid for a period equal to that of Improvement Permit – not to exceed sixty months.

Signed: Rick B. Howard date

Improvement Permit by: RS date 6/24/03

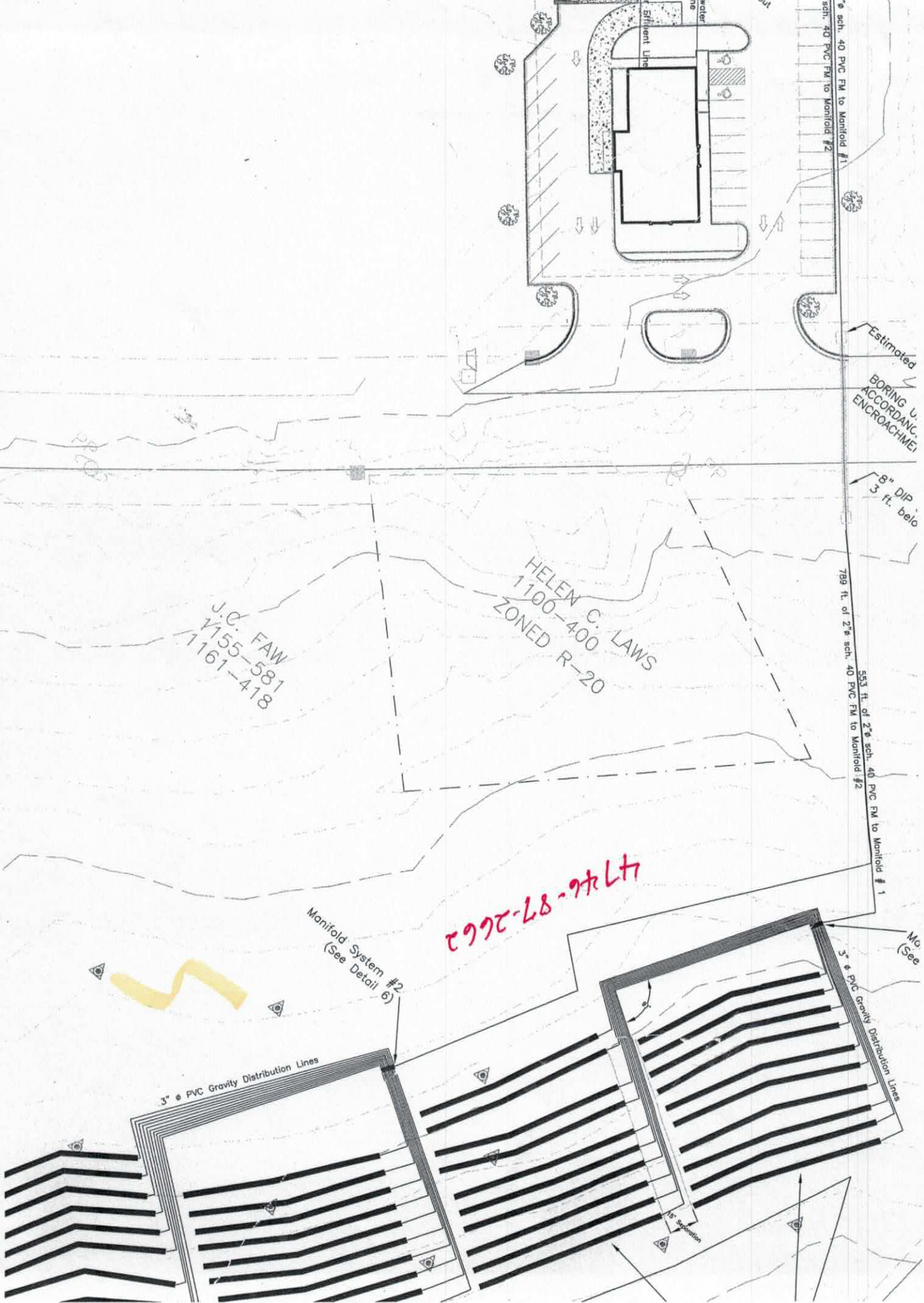
Authorization to Construct by: RS date 6/24/03

Installed by: HARWOOD PLUMBING

Operation Permit by: date 12/12/03

Existing System Inspection by: date

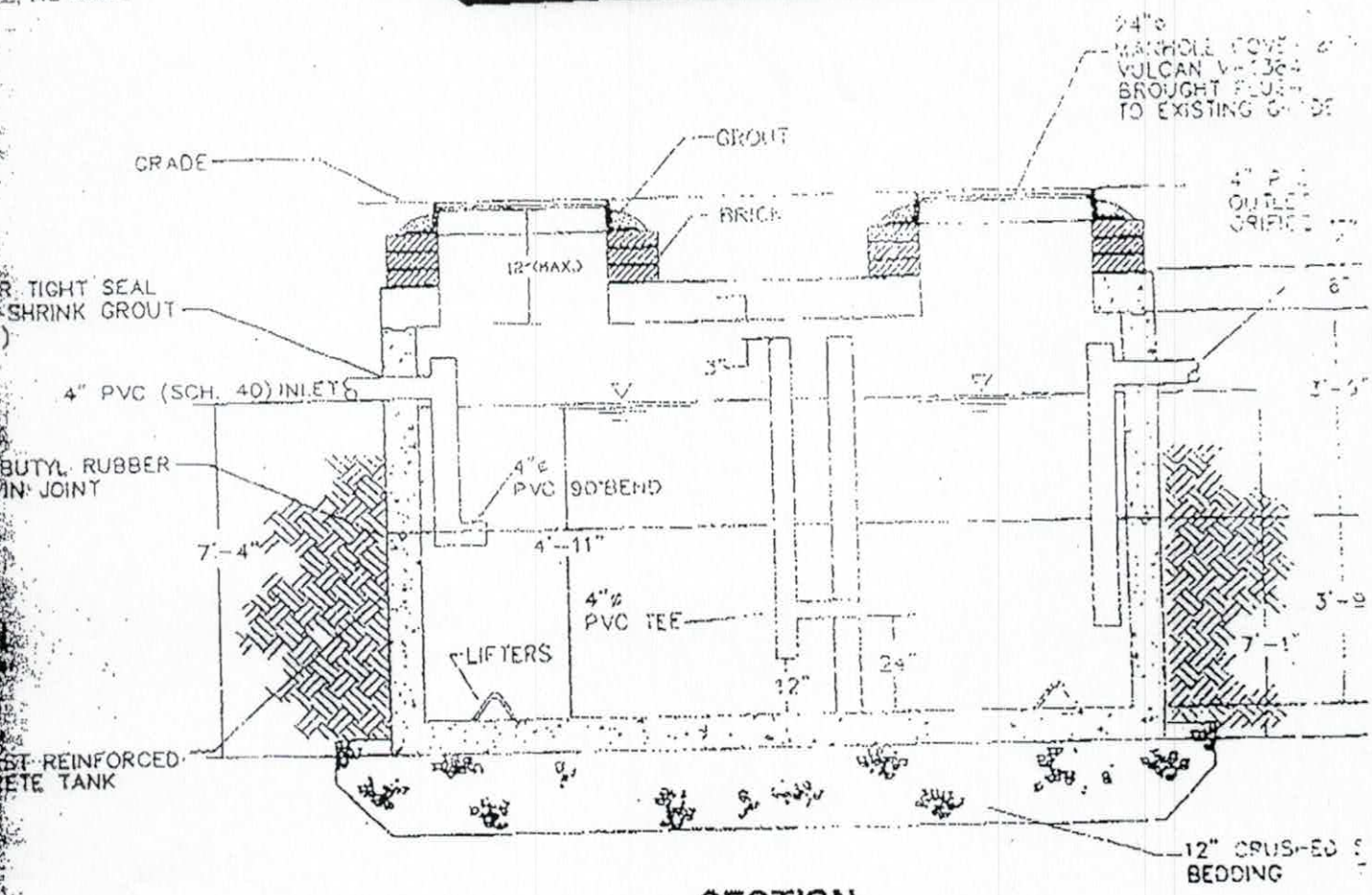
HEALTH DEPT. COPY: WHITE OWNER COPY (FINAL): YELLOW OWNER COPY (INITIAL): PINK


Effluent Line
789 ft. of 2"ø sch. 40 PVC FM to Manifold #1
553 ft. of 2"ø sch. 40 PVC FM to Manifold #2
Estimated
BORING U
ACCORDANC
ENCROACHME
8" DIP
3 ft. belo
HELEN C. LAWS
1100-400
ZONED R-20
J.C. FAW
1155-581
1161-418
789 ft. of 2"ø sch. 40 PVC FM to Manifold # 1
Manifold System #2
(See Detail 6)
3" ø PVC Gravity Distribution Lines
3" ø PVC Gravity Distribution Lines
15' Separation

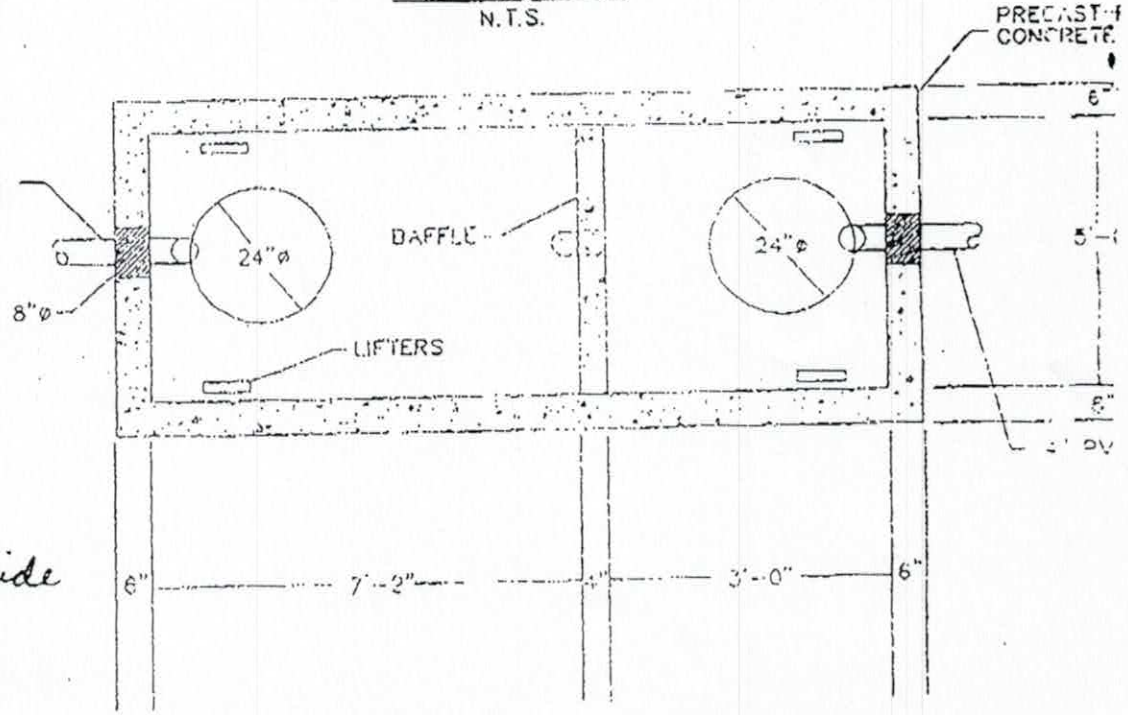
MAY 22 '03 11:29 TAYLORSVILLE PRECAST P.3
MECIMORE, PRESIDENT
ORSVILLE MFG. RD.
SVILLE, NC 28681

TAYLORSVILLE PRECAST MOLDS, INC.

TELEPHONE
828-632-4608 Office
828-632-4609 FAX



SECTION
N.T.S.



Shows Inside Design

PLAN
N.T.S.

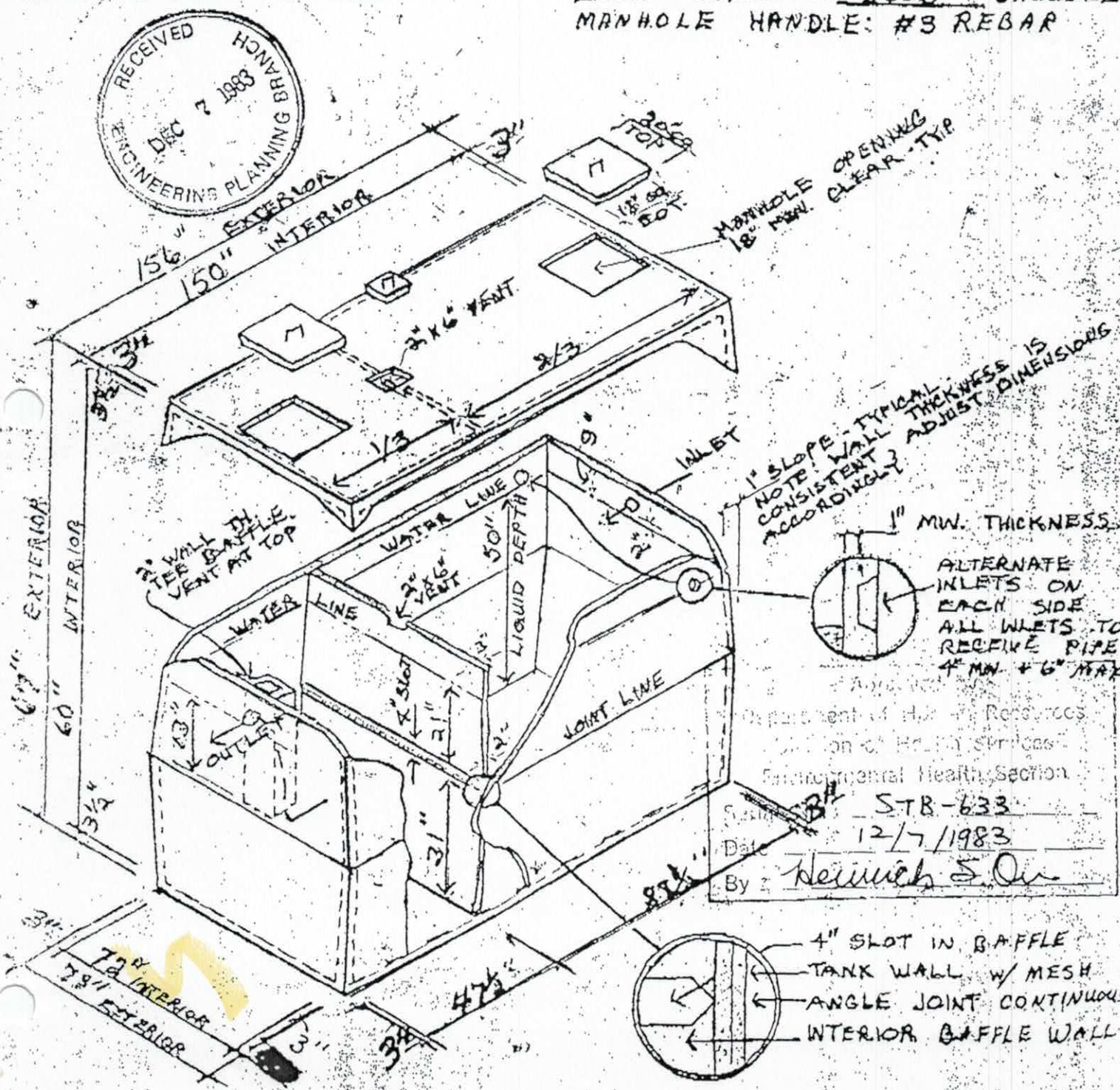
TWO COMPARTMENT TANK

MFG By : Taylorsville Precast Molds, Inc.
ADDRESS : 128 Taylorsville Mfg. Rd
Taylorsville, NC 28681
PHONE 828-632-4608

CONCRETE : 3,000 PSI
REINFORCING: 6" x 6" x 10/10 WIRE MESH (ALL FACES AND BAFFLE)
LIQUID DEPTH : 50" FREEBOARD 10"
LENGTH TO WIDTH RATIO : 2-2 TO 1
TYPE OF INLET : STRIGHT PIPE
TYPE OF OUTLET : CAST IN PLACE BAFFLE 2/5th. LIQUID DEPTH
MANHOLE : TWO @ 18" Sq. CLEAR OP'S
LIQUID CAPACITY : 2000 GALLONS
MANHOLE HANDLE: #3 REBAR

NOTE! TANK SIZE & MFGR'S IDENTIFYING IMPRINT TO BE AT RIGHT OF OUTLET OPENING

RECEIVED DEC 7 1983 ENGINEERING PLANNING BRANCH



Approved
Department of Human Resources
Division of Health Services
Environmental Health Section
Submitted STB-633
Date 12/7/1983
By Heinrich E. Orr

MFG. BY: Taylorsville Precast Molds, Inc.
Rt. 3, Box 88
Taylorsville, NC 28681
704-632-4608

NOTE: Tank size and Mfg's identifying imprint & date to be at left of outlet opening

RECEIVED
MAY 9 10:11
ENV. HEALTH SERVICES SECTION

TWO COMPARTMENT TANK-PUMP TANK

CONCRETE-4000 PSI

REINFORCING- 6" x 6" 10/10 wire mesh
1/2" rebar 9" on center - All faces and baffle

LIQUID DEPTH- 65" FREEBOARD 10"

LENGTH TO WIDTH RATIO - 2.2 to 1

TYPE OF INLET - Straight Pipe

TYPE OF OUTLET- Cast in Place Baffle
⅓ liquid depth

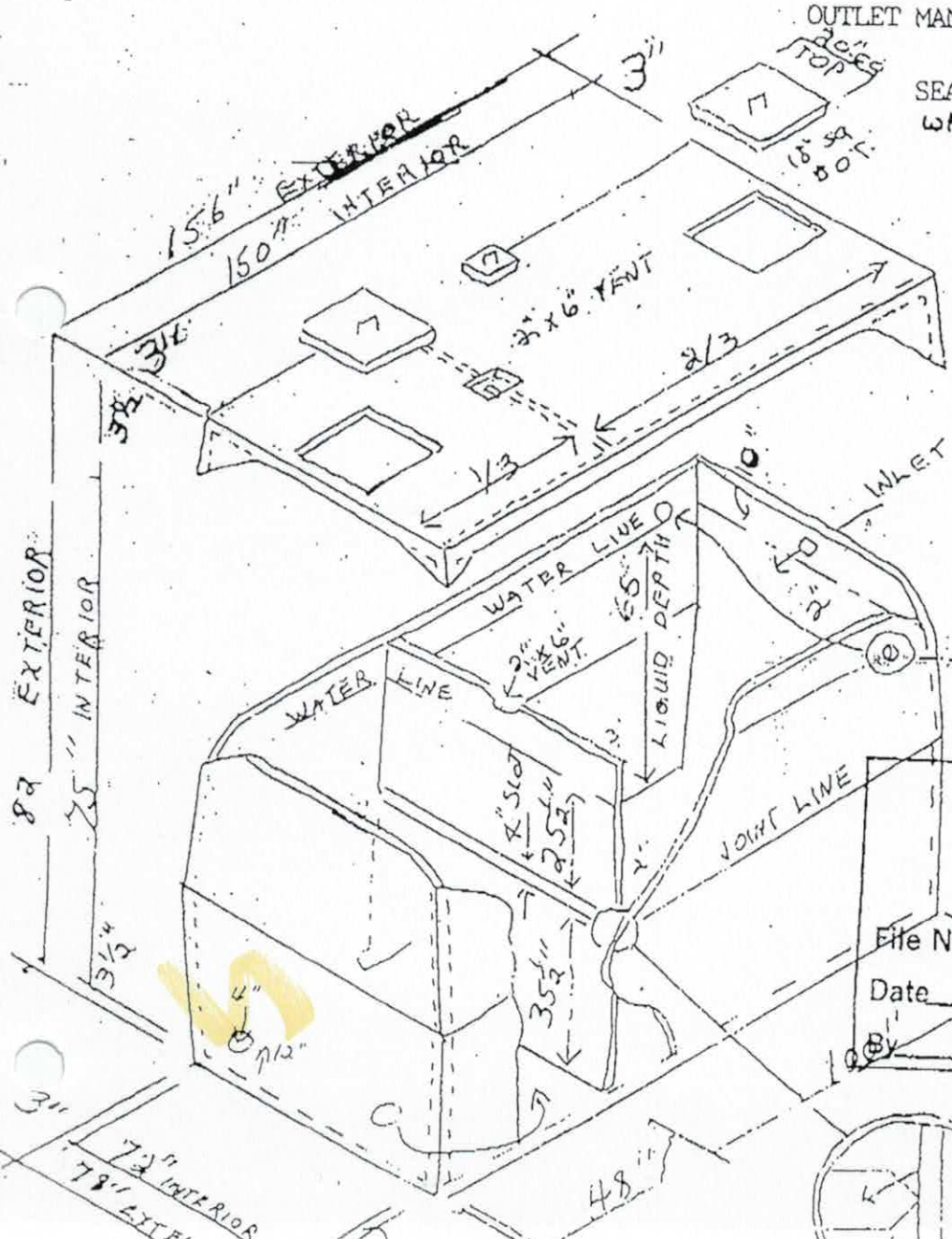
INLET MANHOLE - One 18" square OP's

LIQUID CAPACITY - 3500 gallons

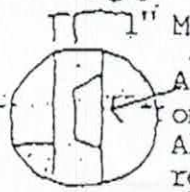
MANHOLE HANDLE - #3 Rebar

OUTLET MANHOLE - one 24" square OP's or
24" round OP's

SEALED WITH 1" Rubber Seal
WATERPROOFED W/ MORTAR MIX



1" Slope - Typical
Note: Wall thickness is consistent - Adjust dimension accordingly



Approved By
On-Site Sewage Branch
Env. Health Services Section
Div. of Env. Health, DEHNR
File No. 3" PT-97
Date 6/7/90
By

DAVID R. MECIMORE, PRESIDENT

128 TAYLORSVILLE MFG. RD.
TAYLORSVILLE, NC 28681

TAYLORSVILLE PRECAST MOLDS, INC.

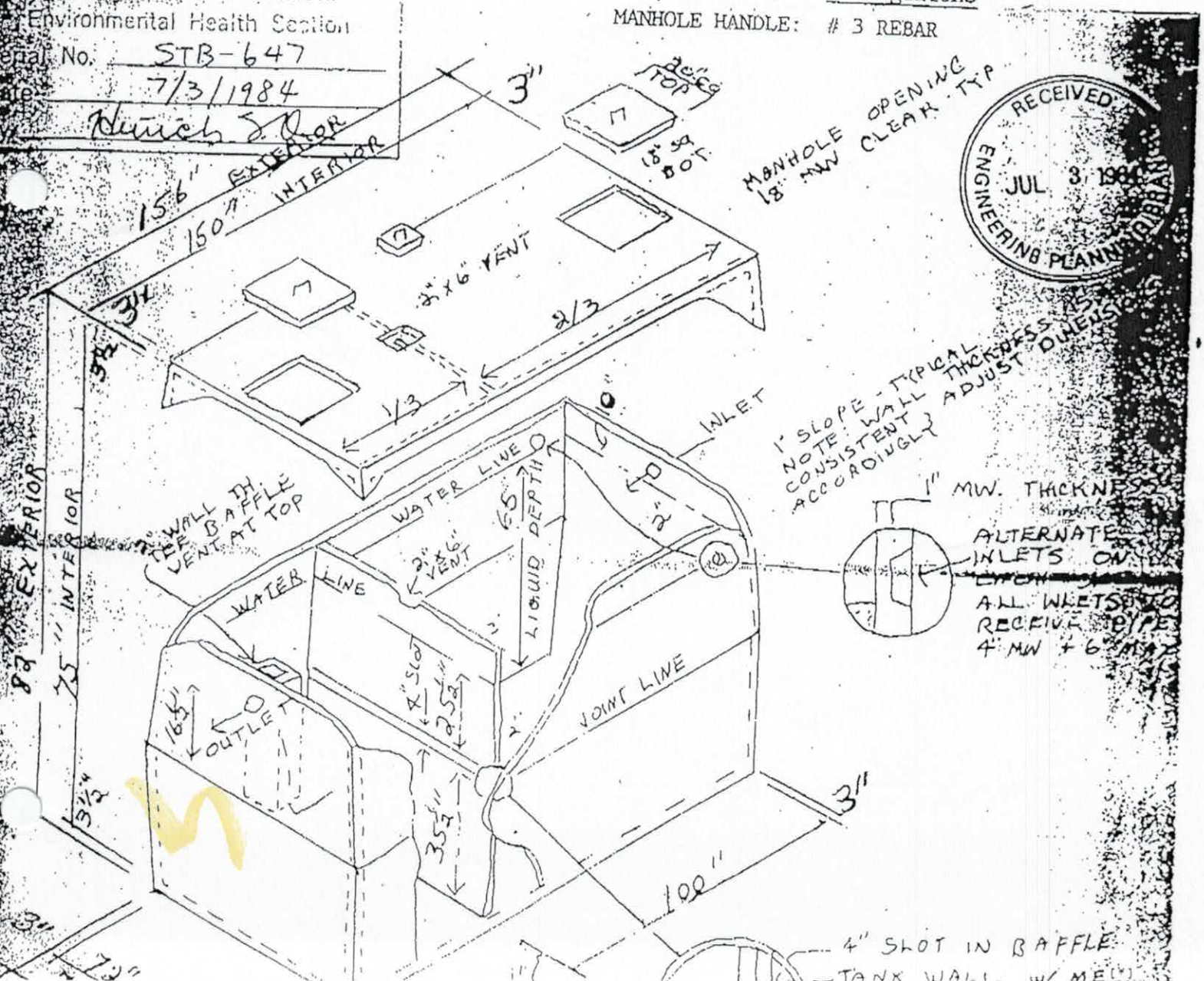
TELEPHONE:
828-632-4608 Office
828-632-4609 FAX

ote: Tank size & Mfgr's. identifying
mprint to be at right of outlet opening

TWO COMPARTMENT TANK
CONCRETE: 4000 PSI
REINFORCING: 6" x 6" 10/10 wire mesh
½ Rebar All faces & baffle
LIQUID DEPTH 65" FREEBOARD 10"
LENGTH TO WIDTH RATIO: 2.2 TO 1
TYPE OF INLET: STRAIGHT PIPE
TYPE OF OUTLET: CAST IN PLACE BAFFLE
½ liquid depth
MANHOLE: TWO 18" SQUARE OP'S
LIQUID CAPACITY: 3000 gallons
MANHOLE HANDLE: # 3 REBAR

Department of Human Resources
Division of Health Services
Environmental Health Section
Serial No. STB-647
Date 7/3/1984
By Ulrich S. Roe

RECEIVED
JUL 3, 1984
ENGINEERING PLANNING BRANCH



SYSTEM HEADLOSS CALCULATIONS

$TDH = \triangle H + h_m + h_f$

where:

$\triangle H$ = elevation head

h_f = minor assembly losses, utilizing Moody-type friction losses

h_m = major pipe losses, utilize Hazen Williams equn.

$h_f = K/(v^2/2g)$ where:K is dimensionless, v in ft/s, g in ft/s^2

$h_m = (4.727\ L/\ d^{4.87})\ (Q/C)^{1.85}$ where: Q in cfs, L in feet, d in ft.

no user input
user input req'd

Piping: pvc
Diameter = 2 inches equals 0.166667 ft.

NODE: PT to Manifold # 1

INPUTS			Elevation Head Loss		Major Losses		Minor Losses
No. inputs	Fittings	Details	Initial Elev.	Final Elev.	L	"C"	"K"
1	Pipe	2 IN	909.0	890.0	716	130	
1	Valve	gate					0.4
0	Tee	flanged					0.9
0	Check	flanged					4.0
4	90	flanged					0.4
2	sharp entrance						0.8
2	sharp exit						0.8
							5.12

Q (gpm)	△H	hf (feet)	hm (feet)	TDH	PSI
5	-19.00	0.02	0.61	-18.37	-8.0
10	-19.00	0.08	2.21	-16.71	-7.2
15	-19.00	0.19	4.69	-14.13	-6.1
20	-19.00	0.33	7.98	-10.68	-4.6
25	-19.00	0.52	12.07	-6.41	-2.8
30	-19.00	0.75	16.92	-1.34	-0.6
35	-19.00	1.02	22.51	4.52	2.0
40	-19.00	1.33	28.82	11.15	4.8
45	-19.00	1.68	35.85	18.53	8.0
50	-19.00	2.08	43.57	26.64	11.5
55	-19.00	2.51	51.98	35.49	15.4
60	-19.00	2.99	61.07	45.06	19.5
65	-19.00	3.51	70.83	55.33	24.0

SYSTEM HEADLOSS CALCULATIONS

TDH = $\triangle H + h_m + h_f$

where:

$\triangle H$ = elevation head

h_f = minor assembly losses, utilizing Moody-type friction losses

h_m = major pipe losses, utilize Hazen Williams equn.

$h_f = K/(v^2/2g)$ where:K is dimensionless, v in ft/s, g in ft/s^2

$h_m = (4.727\ L/\ d^{4.87})\ (Q/C)^{1.85}$ where: Q in cfs, L in feet, d in ft.

no user input
user input req'd

Piping: pvc
Diameter = 2 inches equals 0.166667 ft.

NODE: PT to Manifold # 2

INPUTS			Elevation Head Loss		Major Losses		Minor Losses
No. inputs	**Fittings**	**Details**	Initial Elev.	Final Elev.	L	"C"	"K"
1	Pipe	2 IN	909.0	890.0	827	130	
1	Valve	gate					0.4
0	Tee	flanged					0.9
0	Check	flanged					4.0
4	90	flanged					0.4
2	sharp entrance						0.8
2	sharp exit						0.8
							5.12

Q (gpm)	$\triangle H$	hf (feet)	hm (feet)	TDH	PSI
5	-19.00	0.02	0.71	-18.27	-7.9
10	-19.00	0.08	2.55	-16.36	-7.1
15	-19.00	0.19	5.41	-13.40	-5.8
20	-19.00	0.33	9.22	-9.45	-4.1
25	-19.00	0.52	13.94	-4.54	-2.0
30	-19.00	0.75	19.54	1.29	0.6
35	-19.00	1.02	26.00	8.01	3.5
40	-19.00	1.33	33.29	15.62	6.8
45	-19.00	1.68	41.40	24.08	10.4
50	-19.00	2.08	50.32	33.40	14.5
55	-19.00	2.51	60.04	43.55	18.9
60	-19.00	2.99	70.54	54.52	23.6
65	-19.00	3.51	81.81	66.31	28.7

DESIGN FLOW & DRAINFIELD CALCULATIONS
Arby's Statesville

No. Units	Design flow/unit (gpd)	Total Design Flow (gpd)	Actual LTAR (gpd/ft^2)	Design LTAR (gpd/ft^2)	D-field Trench Bottom Area (ft^2)	Design Trench Width (ft)	Total Lateral Length (ft)
74	40	2960	0.25	0.25	11840	3.0	3947

Estimated Indiv. Lateral Length (ft.)	Estimated No. Laterals	Separation Distance (ft.)	Estimated Total Built D-field (ft^2)	Estimated Total Area w/ Repair (ac.)
100	40	9	35520	1.63

MINIMUM DOSE VOLUME CALCULATIONS

PIPING SYSTEM VOLUME

	Length (ft)	Diameter (in)	Volume (gal.)	
PT to Manifold	830	2	135.378	
Manifold to Laterals	230	3	84.407	
Laterals	2000	1	81.553	
		Min. Dose =	301	gal.
		Typ. Dose (3x) =	904	gal.

SOIL/SITE EVALUATION

(Continuation Sheet)

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

Arby's Restaurant

PROPERTY ID #: _____
DATE OF EVALUATION: 5/20/03
COUNTY: Moore

PROFILE #	.1940 LAND-SCAPE POSITION/ SLOPE %	HORI-ZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
5	LSS 10-12%	0-12	RC SMK	fri SP sx+p	N/A	61"	N/A	N/A	PS .3
		36-61	RCL MFSMK	fri SSSP sx+p					
6		0-4	Plow layer		N/A	57"	N/A	N/A	PS .3
		4-20	RC SSK	fri SP sx+p					
		20-57	RCL MFSMK	fri SSSP sx+p					
7		0-6	Plow layer		N/A	63"	N/A	N/A	PS .25
		6-23	CL/SCL WSBK	fri SSSP sx+p					
		23-36	RBC ABK	fi SP - com sx+p Many Stains + Concretions					
		36-63	RCL MFSMK	fri SSSP sx+p					
8		0-12	Plow layer/SCL/CL WSBK	fi SSSP sx+p	N/A	55"	N/A	N/A	PS .25
		12-38	RBC ABK	fi SP common Many sx+p					
		38-55	RCL MFSMK	fri SSSP sx+p					
9		0-10	BSCL Plow layer/WSBK	fri SSSP sx+p	N/A	54"	N/A	N/A	PS .3
		10-22	RC SMK	fi SP sx+p					
		22-54	RCL MFSMK	fri SSSP sx+p					

COMMENTS: Recommend 36" trench bottom

SOIL/SITE EVALUATION

(Continuation Sheet)

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

PROPERTY ID #: _____
DATE OF EVALUATION: 5/20/03
COUNTY: Iredell

PROFILE #	.1940 LAND-SCAPE POSITION/ SLOPE %	HORI-ZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
10	LSS 10-18%	0-9	Plow layer SCL	fi SSSP	SMP	61"	N/A	N/A	PS .3
		9-24	RC SCL	fi SP SMP					
		24-61	RCL MPSCL	fr SSSP SMP	few SAP Inc.				
					N/A				
11		0-17	RBL SCL	fi SP SMP		58"	N/A	N/A	PS .3
		17-46	RCL MPSCL	fr SSSP SMP					
		46-58	RL WSBK	fri SSSP-	common SAP SMP/NAP				
					N/A				
12	↓	0-6	Plow layer	Mass/APSCL	SMP many quartz inc.				
		6-38	RC SCL	fi SP -					
		38-50	RCL MPSCL	fr SSSP SMP		50"	N/A	N/A	PS .3
					N/A				

COMMENTS: Recommend 36" Trench Bottom

ON-SITE WASTEWATER SECTION

PROPERTY ID #: _____
COUNTY: Iredell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Price - 828-234-3623

OWNER: ARBY'S RESTAURANT APPLICATION DATE _____
ADDRESS: _____ DATE EVALUATED: 3/6/03
PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): 2960 GPD PROPERTY SIZE: _____
LOCATION OF SITE: 21N - B-4 Junction of I77 across street from Texaco PROPERTY RECORDED: _____
WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☑ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

74 Seats @ 40 Gallons Per Seat

PROFILE #	.1940 LAND-SCAPE POSITION/ SLOPE %	HORI-ZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LSS 10-18%	0-6	BSCL GR	fr: SSSP soap		55"	N/A / Inc. @ 48"+	N/A	3 PS
		6-21	RCL SBK	fi/fr: SSSP soap					
		21-55	RCL MWSBK	fri SSSP - soap	N/A				
2		0-4	BSCL GR	fr: SSSP soap		36"	N/A Common Inc.	N/A	PS .3
		4-21	RC ABK/SBK	fi/ SP soap					
		21-56	RCL MFSBK	fr: SSSP soap	N/A				
3		0-4	BSCL GR	fr: SSSP soap		60"	N/A@ <60" 760" PS	N/A	PS .3
		4-20	RC SBK	fi SP soap					
		20-60	RCL MWSBK	fri SSSP soap	N/A				
		60-66	LSAP WSBK	fr: SSSP					
4	✓	0-10	BSCL GR/WSBK	fr: SSSP soap		60"	N/A	N/A	PS .25
		10-60	RBC SBK	fi SP- fri soap Mangs.					
					N/A				

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)	Conventional	Conventional
Site LTAR	.25	.25

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: Brady Freeman
OTHER(S) PRESENT: _____

COMMENTS: Recommend 36" Trench Bottom

LEGEND

use the following standard abbreviations

ANDSCAPE POSITION

C (Concave Slope)
V (Convex Slope)
(Drainage Way)
S (Debris Slump)
P (Flood Plain)
S (Foot Slope)
[(Head Slope)
. (Linear Slope)
[(Nose Slope)
: (Ridge)
. (Shoulder Slope)
' (Terrace)

GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR*	LPP .1957 LTAR*
I	S (Sand) LS (Loamy Sand)	1.2 - 0.8	0.6 - 0.4
II	SL (Sandy Loam) L (Loam)	0.8 - 0.6	0.4 - 0.3
III	SCL (Sandy Clay Loam) SiL (Silt Loam) CL (Clay Loam) SiCL (Silty Clay Loam) Si (Silt)	0.6 - 0.3	0.3 - 0.15
IV	SC (Sandy Clay) SiC (Silty Clay) C (Clay) O (Organic)	0.4 - 0.1 None	0.2 - 0.05

MINERALOGY/ CONSISTENCE

NEXP (Non-expansive)
SEXP (Slightly Expansive)
EXP (Expansive)

STRUCTURE

G (Single Grain)
M (Massive)
CR (Crumb)
GR (Granular)
SBK (Subangular Blocky)
ABK (Angular Blocky)
PL (Platy)
PR (Prismatic)

MOIST

VFR (Very Friable)
FR (Friable)
FI (Firm)
VFI (Very Firm v. Very Sticky)
EFI (Extremely Firm)

WET

NS (Non-sticky)
SS (Slightly Sticky)
S (Sticky)
VS (Very Sticky)
NP (Non-plastic)
SP (Slightly Plastic)
P (Plastic)
VP (Very Plastic)

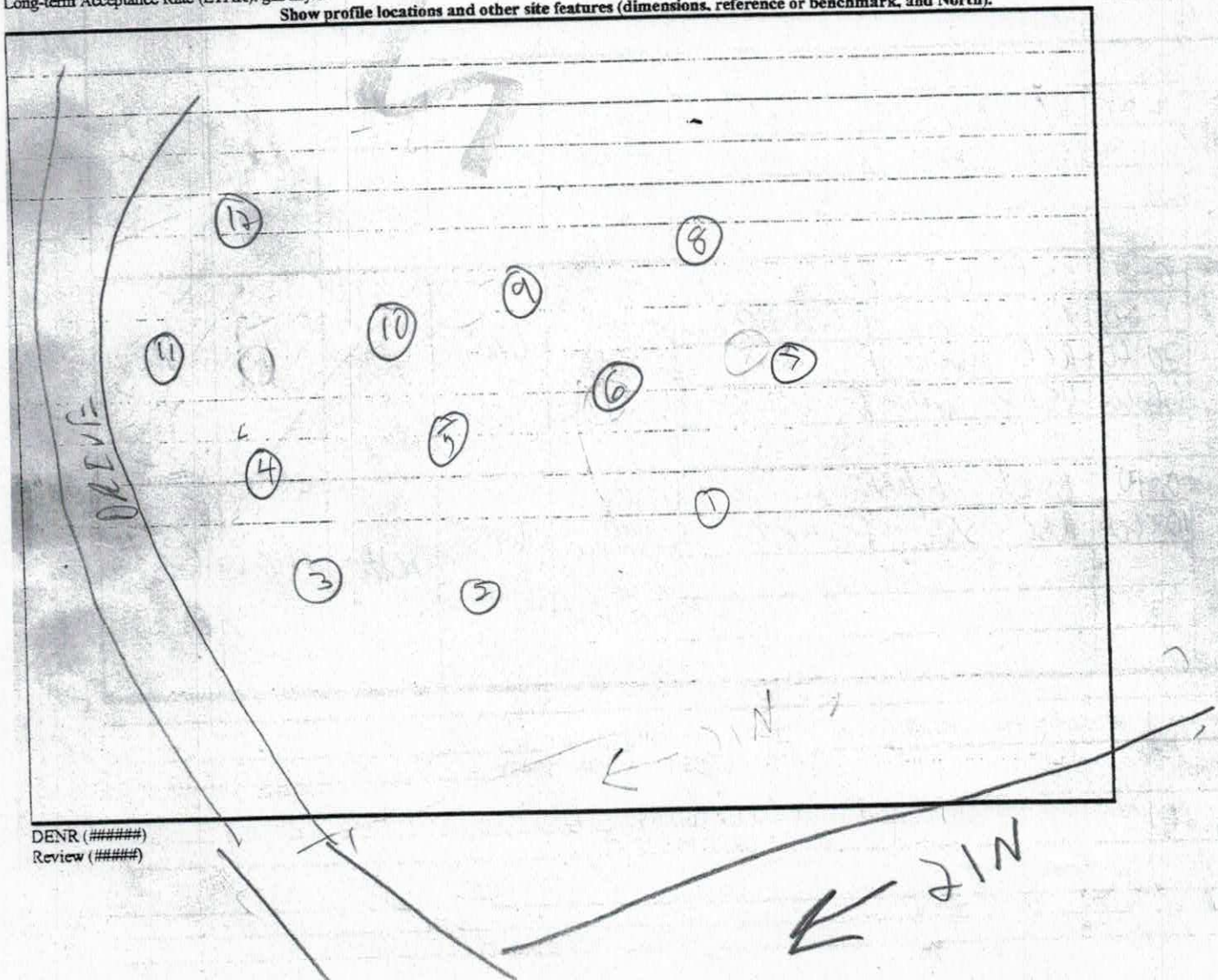
***Adjust LTAR due to depth, consistence, structure, soil wetness, landscape, position, wastewater flow and quality.**

NOTES

HORIZON DEPTH	In inches below natural soil surface
DEPTH OF FILL	In inches from land surface
RESTRICTIVE HORIZON	Thickness and depth from land surface
SAPROLITE	S(suitable) or U(unsuitable)
SOIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
CLASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

Evaluation of saprolite shall be by pits.
Long-term Acceptance Rate (LTAR): gal/day/ft^2

Show profile locations and other site features (dimensions, reference or benchmark, and North).



DENR (######)
Review (#####)

IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
Application For Improvement Permit

ALL items on this application form must be completed before Health Department can begin work. One application must be completed by the property owner or agent for each (proposed) site.

PERSONAL INFORMATION:

Platinum Foods	(336) 838-4000	P.O. Box 410	Wilkesboro	NC	28697
Applicant	Phone #	Mailing Address	City	State	Zip Code

J.C. Faw	P.O. Box 410	Wilkesboro	NC	28697
Current Property Owner	Mailing Address	City	State	Zip Code

PROPERTY INFORMATION:

n/a	n/a	n/a	Hwy 21
(Proposed) Subdivision Name	(Proposed) Lot #	(Proposed) Block/Section #	State Road #

Public	n/a	4746-88-2406
(Proposed) Water Supply: Public, Private Well	**Preliminary Plat Approval Date** (DEVELOPERS ONLY)	Tax Map #

Specific Directions to Property Hwy 21 north of Statesville, just before you get to I-77, on left before gas station.

TYPE OF FACILITY: (use check (X) or number as appropriate)

House _____ Mobile Home _____ Commercial RESTAURANT X No. Bedrooms _____ No. Baths _____

No. Persons or Employees (commercial only) 74 SEAT Basement _____ Basement with Plumbing _____

Crawl Space _____ Concrete Slab X Garbage Disposal _____ Jaccuzi or spa _____

COVENANT AND SIGNATURE:

I hereby make application to the Iredell County Health Department for a soils/site evaluation of the property described above. This evaluation is to be conducted for the sole purpose of obtaining a septic system Improvement Permit. I hereby authorize Iredell County Health Department representatives to go onto the above property for purposes of conducting this evaluation. I understand that, by state law, any Improvement Permit issued on the above property may be voided if substantial changes are made to the designated sewage system site. The issuance of an Improvement Permit by the Iredell County Health Department does not relieve me from compliance with all other relevant state/local laws or regulations. As owner or authorized agent, I covenant that the contents of this application are true and represent the maximum facilities intended to be placed on this property to my knowledge to date.

I understand that any Improvement Permit issued on the above property is valid for five (5) years from the issuance date and is subject to revocation if the above described site plans or intended use changes.

3-6-03 DATE _____ SIGNATURE OF OWNER/AUTHORIZED AGENT

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

June 23, 2003

COUNTY: Iredell

SUBJECT: Right of Way Encroachment Agreement
US 21

Gentlemen:

Attached is approved Right of Way Encroachment Agreement covering installation of 90 linear feet of 6 inch diameter steel encasement pipe with 0.25 inch wall thickness and 2 inch SCH 40 PVC sewer force main to be installed by dry bore under US 21, as shown by the following maps.

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

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

It would be appreciated if you would advise our District Office in Statesville 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 guarantee the right of way on this road, But will not be responsible for any claim for damages brought by any property owner by reason of the installation.

Respectfully yours,

M. L. Holder

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

:kh

cc. Mr. John Williamson (Attachments)
Mr. C. B. Lunsford (Attachments)

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

ROUTE U. S. Highway 21 PROJECT _____ COUNTY OF IREDELL STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

-AND-

J. C. Faw

P. O. Box 410, Wilkesboro, N.C. 28697-0410

RIGHT OF WAY ENCROACHMENT AGREEMENT

PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this 23rd day of June 20 03 by and between the Department of Transportation, party of the first part, and J. C. Faw 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) U. S. Highway 21, located 115 feet southwest from the end of the controlled access on U. S. Highway 21 on the west side of Interstate 77 at Exit 54 near Statesville with the construction and/or erection of: 80 linear feet of 8 inch diameter steel encasement pipe with 0.25 inch wall thickness to be installed by dry bore.

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

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

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

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

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

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

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

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

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

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

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

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

BY: _____
DIVISION ENGINEER

ATTEST OR WITNESS:

_____
C. Barry Bush, Jr.

_____
J. C. Faw, Owner

_____
Second Party

INSTRUCTIONS

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

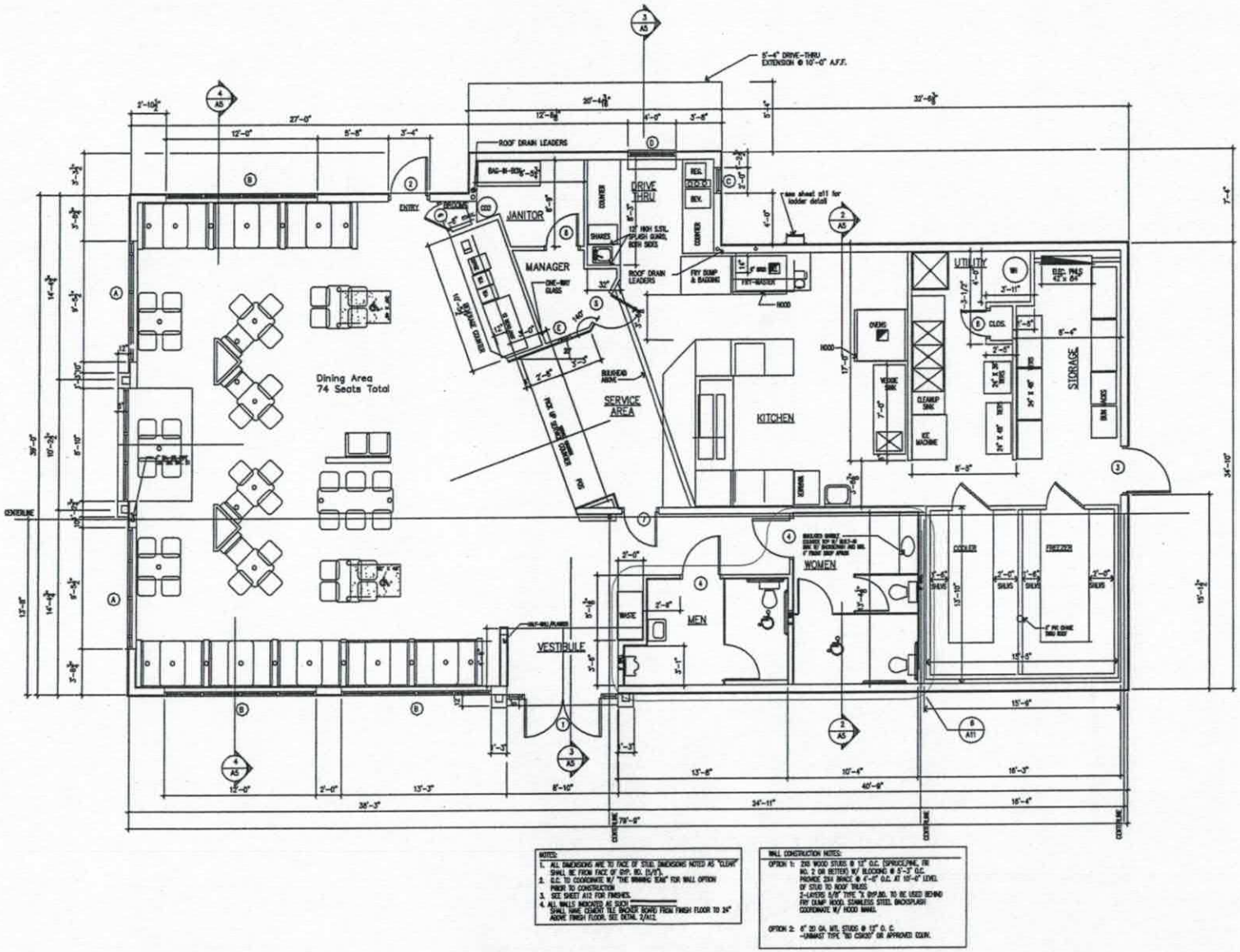
When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

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

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



NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD. DIMENSIONS NOTED AS "CLEAR" SHALL BE FROM FACE OF GYP. BD. (U.N.O.).
2. G.C. TO COORDINATE W/ "THE BRANDS BOOK" FOR WALL OPTION PRIOR TO CONSTRUCTION
3. SEE SHEET A12 FOR FINISHES.
4. ALL WALLS INDICATED AS SUCH SHALL HAVE CEMENT TILE BACKER BOARD FROM FINISH FLOOR TO 24" ABOVE FINISH FLOOR. SEE DETAIL 2/A12.

WALL CONSTRUCTION NOTES:

OPTION 1: 2X6 WOOD STUDS @ 12" O.C. (SPRUCE/PINE, FIR NO. 2 OR BETTER) W/ BLOCKING @ 8'-2" O.C. PROVIDE 2X4 BRACE @ 4'-0" O.C. AT 10'-0" LEVEL OF STUD TO ROOF TRUSS
2-LAYERS 5/8" TYPE 'X' GYP.BD. TO BE USED BEHIND FRY DUMP. MODEL STAINLESS STEEL BACKSPLASH COORDINATE W/ HOOD MANUL

OPTION 2: 6" 20 GA. MTL STUDS @ 12" O. C.
-ARMAST TYPE "BD C3600" OR APPROVED EQUIV.

Scale: 1/8"=1'-0"

Iredell County
Planning & Enforcement
227 S. Center St. PO Box 788
Statesville, NC 28687
704-878-3113

Zoning Permit
Permit Number: 111634ZO

Printed: 3/6/2003

Master #: 111634

Associated Permits:
111634ZO Zoning

Applicant
Name: Faw Companies
Address: PO Box 410
Wilkesboro, NC 28697
Phone: 336-838-4000

Parcel
4746-88-0197
Parcel Number: 4746-88-2406
Address: 829 Turnersburg Hwy.
Statesville, NC 28625
Subdivision:
Zoning: HB-CUD
Township: 1100
Area: 1.19
Lot(s):
Directions to Parcel: Hwy 21 north of Statesville, Just before you get to the I-77, on left before gas station

Owners
Name: J C Faw
Address: PO Box 410
Wilkesboro, NC 28697
Phone: 336-838-4000

Fees and Receipts:

Number	Description	Amount
FEE-56161-03	Zoning - Permit / Inspection	$45.00
FEE-56162-03	Site Plan Inspection	$100.00
FEE-56163-03	Environmental Health - Type I or II System	$200.00
	Total Fees:	**$345.00**
REC-35531-03		$345.00
	Total Receipts:	**$345.00**

Permit Information:
Max Built Upon Area: