



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

August 11, 2010

ROCKINGHAM COUNTY

Mr. William Shreve
390 Falcon Road
Reidsville, NC 27320

Subject: Encroachment Agreement- Extend 2 drainage pipes to junction boxes outside of the right of way on NC14 north of Reidsville.

Dear Mr. Shreve:

Attached is a Right of Way Encroachment Agreement that has been properly executed.

The Department of Transportation does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought by any property owner by reason of the installation.

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.

All signing shall be in conformance with the Manual on Uniform Traffic Control Devices.

All disturbed areas shall be repaired with the following rates of seed, fertilizer, and limestone in pounds per acre, and the areas properly mulched and tacked:

25# Reliant Hard Fescue
100# Alta or Ky. 31 Tall Fescue
25# Kenblue Ky. Bluegrass
1000# 5-10-10 Fertilizer
4000# Limestone

That the party of the second part agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of motorists and workers during construction and any subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and Amendment or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

All OSHA rules and regulations shall be adhered to with this encroachment.

NCDOT WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM

Effective July 1, 2010, all flagging operations within NCDOT Right of Way require qualified and trained Work Zone Flaggers.

Effective July 1, 2010, qualified and trained Work Zone Traffic Control Supervisors will be required on Significant Projects.

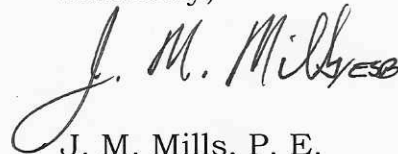
Training for this certification is provided by NCDOT approved training sources and by private entities that have been pre-approved to train themselves. Additional information will be provided as this program progresses. If you have questions, contact our web site at www.ncdot.org/~wztc, or contact Stewart Bourne, P.E. with NCDOT Work Zone Traffic Control Unit at (919) 250-4159 or sbourne@ncdot.gov.

It will be necessary for you or your contractor to notify Mr. David Harrill Assistant District Engineer, upon receipt of this letter to schedule a Preconstruction Conference, to provide your anticipated date of starting, and to review any plan revisions made by the District Office prior to construction beginning on this encroachment. Mr. Harrill can be reached at (336) 634-5644 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

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When the work has been completed please notify Mr. Harrill by letter at
P. O. Box 2513, Reidsville, NC 27323-2513 in order that a final
inspection can be made.

Sincerely,

A handwritten signature in cursive script, reading "J. M. Mills". To the right of the signature, the letters "ESB" are written in a smaller, blocky font.

J. M. Mills, P. E.
DIVISION ENGINEER

JMM/dph
Atta.

cc: Mr. J. Robert Memory
Mr. Paul Ingram, P. E.

ROUTE N.C. HWY. 14PROJECT SHREVE PROPERTYSTATE OF NORTH CAROLINA
COUNTY OF ROCKINGHAM

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
FOR CURB AND GUTTER, PAVEMENT WIDENING
AND STORM DRAINAGE

-AND-

WILLIAM S. SHREVE
390 FALCON ROAD
REIDSVILLE, N.C. 27320

THIS AGREEMENT, made and entered into this the 22 day of JULY, 2010, by and between the Department of Transportation, party of the first part; and WILLIAM S. SHREVE 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 N.C. HWY. 14, located 7501 ± N. OF S.B. 2037 with the following: EXTEND EX. 12" CMP 15' ±; EXTEND 4" PVC SHOULDER DRAIN 30' ±; BACKFILL

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

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

That the said party of the second part binds and obligates himself to install the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway.

That the party of the second part agrees to provide during construction 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 construction of this encroachment.

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

That the party of the second part agrees to restore all areas disturbed during construction 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 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 construction operation disturbs the ground surface and the existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

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

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

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

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

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

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.