

**CITY COUNCIL AGENDA  
SANFORD, NORTH CAROLINA  
Electronic Meeting by Office Suite HD  
August 4, 2020 6:00 P.M.**



**1. MEETING CALLED TO ORDER**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. PUBLIC COMMENT**

**5. APPROVAL OF AGENDA**

**6. CONSENT AGENDA**

- A. Approval of Meeting Minutes – Special Called Meeting of June 2, 2020 (Pages 3-9)
- B. Approval of Recommendation to Enter into an Encroachment Agreement for Little Buffalo Sanitary Sewer Rehabilitation Project (Pages 10-29)
- C. Approval of Resolution Authorizing Sanford ABC Board’s Adoption of the Travel Policy of the City of Sanford as the Travel Policy of the Sanford ABC Board (Page 30)
- D. Approval of Preliminary Plat Renewal for Eagle Crest Place Subdivision (Pages 31-35)
- E. Approval of Preliminary Plat for Moncure Hills Subdivision (Pages 36-70)
- F. Approval to Increase Head Count in Horticulture Department (Page 71)

**7. REGULAR AGENDA**

- A. Consider Resolution Declaring Cost and Ordering Preparation of Preliminary Assessment Roll and Setting Time and Place for Public Hearing on Preliminary Assessment Roll – Cemetery Road Water Line Extension (Pages 72-74)
- B. Consider Resolution Declaring Cost and Ordering Preparation of Preliminary Assessment Roll and Setting Time and Place for Public Hearing on Preliminary Assessment Roll – Franklin Drive Water Line Extension (Pages 75-77)

- C. Consider Resolution Declaring Cost and Ordering Preparation of Preliminary Assessment Roll and Setting Time and Place for Public Hearing on Preliminary Assessment Roll – Botany Woods Sewer Extension (Pages 78-82)
- D. Consider Petition Requesting Non-Contiguous Annexation – Property owned by Village of Cumnock, LLC, on Cumnock Road
- Consider Motion to Take from the Table
  - Consider Resolution Directing the Clerk to Investigate a Petition for Non-Contiguous Annexation under N.C.S.G. 160A-58.1 for Property owned by the Village of Cumnock, LLC (Pages 83-87)
- E. Consider Petition Requesting Contiguous Annexation – Property owned by Westfall, LLC, on Windmere Drive
- Receive Certificate of Sufficiency for Voluntary Annexation (Pages 88-92)
  - Consider Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 (Pages 93-94)
- F. Consider Agreement between Lee County and City of Sanford for Reimbursement of Coronavirus Aid, Relief and Economic Security (“CARES”) Act Funding (Pages 95-97)

**9. OTHER BUSINESS**

**10. ADJOURNMENT**

**MINUTES OF SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF SANFORD  
SANFORD, NORTH CAROLINA**

The City Council met on Tuesday, June 2, 2020, at 6:00 in the Assembly Room of the Public Works Service Center, 601 N. Fifth Street, Sanford. The following people were present:

Mayor T. Chet Mann	Mayor Pro Tem Byron Buckels
Council Member Sam Gaskins	Council Member Jimmy Haire
Council Member James Williams	Council Member Norman Charles Post, III
Council Member Rebecca Wyhof Salmon	City Manager Hal Hegwer
City Attorney Susan Patterson	Deputy City Clerk Vicki Cannady
Management Analyst Holly Marosites	

Absent:

Council Member Charles Taylor

**CALL TO ORDER**

Mayor Mann called the meeting to order. He noted that in the wake of recent protests, riots and the COVID-19 pandemic, our country was hurting and Council will likely be asked to help find solutions to bring our community together. He asked for a moment of silence, after which the Pledge of Allegiance was recited.

**PUBLIC COMMENT**

There were no requests for public comment.

**APPROVAL OF AGENDA**

City Manager Hegwer requested that Item 11-L under New Business (“Discussion of Potential Alliance between City of Sanford and Town of Pittsboro Regarding Utilities”) be removed from the agenda. Council Member Gaskins made the motion to approve the agenda as amended. Seconded by Mayor Pro Tem Buckels, the motion carried unanimously.

**CONSENT AGENDA**

There were no items on the consent agenda.

**SPECIAL AGENDA**

There were no items on the special agenda.

**CASES FOR PUBLIC HEARING**

Public Hearing on Proposed Annual Operating Budget for the City of Sanford for Fiscal Year 2020-2021

Financial Services Director Beth Kelly explained that the budget ordinance includes two minor changes as discussed in the prior Budget Work Session: funding the golf cart shed replacement and increasing the sanitation fee by \$20 per household (shown on the attached Exhibit A-1).

Mayor Mann opened the public hearing. With no speakers, he closed the public hearing.

- Annual Budget Ordinance for the City of Sanford Fiscal Year 2020-2021 – Exhibit A  
Council Member Gaskins made a motion to approve the Annual Budget Ordinance for the City of Sanford Fiscal Year 2020-2021 as revised with changes shown on Exhibit A-1, with direction to revisit the revenue situation no later than the first Council meeting in November in order to determine whether merit raises, cost-of-living or salary adjustments can be given to employees. The motion was seconded by Council Member Salmon and carried by a vote of five to one; Council Member Williams cast the dissenting vote.

Mayor Mann thanked the City Manager and staff, noting that this budget was unlike any other (done during the COVID-19 pandemic). He explained that Council wants to revisit the budget throughout the year as revenue information is received. He also commented that Council took conservative action to ensure that the City was not committed without knowing what lies ahead (a potential recurrence of the virus that could further affect revenue). As soon as revenue information is received, budget amendments may be considered. Mr. Gaskins also noted that some state and/or federal assistance may be available.

### **DECISIONS ON PUBLIC HEARINGS**

There were no decisions on public hearings.

### **REGULAR AGENDA**

#### **Replacement of Memorandum of Understanding (“MOU”) to Correct Parcel – re: Economic Development Project through the Lease of a Newly Constructed Spec Building at Central Carolina Enterprise Park – Exhibit B**

City Attorney Susan Patterson explained that a public hearing was held on May 19, at which time a Memorandum of Understanding was approved between the City, Lee County, CC Enterprise Park, LLC, the Sanford Area Growth Alliance (“SAGA”), and Samet Properties to construct a second shell building at Central Carolina Enterprise Park. At the time, we were under the impression that the building would be constructed on Lot 2, which is adjacent to Lot 1, the lot on which the first shell building was constructed (subsequently purchased by Audentes Therapeutics); however, it will actually be constructed on Lot 3. She also explained that because the public hearing notice included only information on the MOU and authorization of the lease and did not include the specific lot number, the only action needed is to replace the prior MOU with the current document that includes a different parcel number and metes and bounds description.

Council Member Post made a motion to approve the Replacement Memorandum of Understanding to Correct Parcel re: Economic Development Project through the Lease of a Newly Constructed Spec Building at Central Carolina Enterprise Park. The motion was seconded by Council Member Gaskins. City Manager Hegwer confirmed that there were no changes to the terms of the agreement. SAGA Economic Development Director Bob Joyce explained that the lot was changed because other parties are interested in other lots and the developer was willing to change the lot. The vote on the proposed motion carried unanimously.

### **NEW BUSINESS**

#### **Inmate Labor Agreement with North Carolina Department of Corrections, Division of Prisons for FY 2020-2021 – Exhibit C**

Facilities/Beautification Administrator Kris Furmage explained that this program has been beneficial for the City, Department of Corrections and participating inmates. Due to COVID-19, staff

has not been able to utilize this program and this has had a negative impact on several areas, particularly litter retrieval but it can hopefully be resumed in the near future. The City is contracted for eight inmates and the problem with increasing that number is the stringent supervision requirements and transportation issues. Public Works Director Vic Czar confirmed that we are already using the maximum number allowed. Manager Hegwer stated that he and staff will be grateful for the inmates to return and noted that we depend on the great service they provide while they gain work skills. Mayor Pro Tem Buckels commented that workers with whom he has spoken appreciate opportunities provided by the program, but he would like to see the pay scale increased. Mr. Furnage explained that he asked Corrections staff about pay and was told it would remain as set by the state.

Council Member Gaskins made a motion to renew the Inmate Labor Agreement with the North Carolina Department of Corrections, Division of Prisons for FY 2020-2021. Seconded by Council Member Salmon, the motion carried unanimously.

Project Ordinance for East Sanford CDBG-Infrastructure Project– Exhibit D  
Grant Contract with N.C. Department of Environmental Quality, Division of Water Infrastructure for East Sanford CDBG-Infrastructure Project – Exhibit E

City Engineer Paul Weeks explained that the two items above were related and would be addressed together with separate action required for each. He reminded Council that the City received a \$2 million grant to rehabilitate sewer lines in East Sanford. The contract documents the competitive Community Development Block Grant program and once it is received, another cannot be acquired for three years. The grants are targeted for use in areas with low- to moderate-income individuals and the attached map shows areas where work will occur: red indicates lines that will be rehabilitated and green indicates lines that will be rehabilitated only if funds remain. No contribution is required by the City for this project but additional work can be done if we desire.

Mayor Pro Tem Buckels questioned how high-priority sewer lines in other areas such as Crest Street and the West Sanford area would be addressed. Mr. Weeks explained that as part of the City's Sewer Asset Management Plan ("AMP"), a five-year rehabilitation plan was developed for five separate projects and East Sanford is the first of these projects. Project Four would address the Crest Place area and other areas will be addressed as funds are available. While CDBG funds can be used only in qualifying areas, other areas do remain on our schedule based on their high AMP scores. He explained that the AMO graded all of the City's sewer lines and assets in order to prioritize them and also noted that as time progresses, assets continue to deteriorate so they should also be addressed before they become a major expense.

- Project Ordinance for East Sanford CBG-Infrastructure Project  
Council Member Salmon made a motion to approve the Project Ordinance for East Sanford CDBG-Infrastructure Project. Seconded by Council Member Gaskins, the motion carried unanimously.
- Grant Contract with N.C. Department of Environmental Quality, Division of Water Infrastructure for East Sanford CDBG-Infrastructure Project.  
Council Member Gaskins made a motion to approve the Grant Contract with N.C. Department of Environmental Quality, Division of Water Infrastructure for East Sanford CDBG-Infrastructure Project. Seconded by Council Member Salmon, the motion carried unanimously.

Reimbursement Resolution – Big Buffalo Water Reclamation Facility Flood Rehabilitation – Project No. S1901 – Exhibit F

Ordinance Amending Annual Operating Budget FY 2019-2020 – Contribution to Project No. S1901 – Exhibit G

Capital Project Ordinance Amendment – Big Buffalo Water Reclamation Facility Flood Rehabilitation Project S1901 – Exhibit H

Award of Construction Contract for Big Buffalo Water Reclamation Facility Flood Rehabilitation Project – Exhibit I

City Engineer Paul Weeks explained that the four items above were related and would be addressed together, with action taken by Council separately on each. He reminded Council that in 2018, Hurricane Florence flooded the Big Buffalo Wastewater Treatment influent pump station. Three bids were received on the repair project and were opened on April 30, with Shook Construction being the apparent low bidder with a bid of \$3,350,000. They have very good references and Hazen and Sawyer (the engineering group working with staff on this project) has worked with them before. They confirmed Shook does good work and they are partnering with them on a design-build project. They have asked when they can begin work and are excited to start. He reminded Council that this project is reimbursable by FEMA but we won't know what is reimbursable until the end of the project. Up to this point, FEMA has indicated that we are eligible for full reimbursement, with 75 percent coming from FEMA and 25 percent from the State of North Carolina.

Mr. Weeks explained that the reimbursement resolution allows the City to be reimbursed in the event a loan is required for any work not covered by FEMA. The budget ordinance and project ordinance establish and moves funds for the project, including a contingency of \$140,000 (about three percent of the construction cost).

Public Works Director Vic Czar explained that the influent station was designed to withstand being inundated with rain and the facility was in fact operational throughout Hurricane Florence. While the equipment it is designed to operate underwater, it will fail sooner if inundated. He stressed that regardless of whether we received FEMA reimbursement, this work needs to be done and is only restoring the facility to its condition prior to the hurricane.

- Council Member Post made a motion to approve the Reimbursement Resolution – Big Buffalo Water Reclamation Facility Flood Rehabilitation – Project No. S1901. The motion was seconded by Council Member Gaskins.

Council Member Salmon questioned the timing of FEMA reimbursement. Management Analyst Holly Marosites explained it is not a quick process but expenses can be submitted incrementally. Mr. Czar stated that it is likely that staff will need to deal with FEMA several times before the process is complete and all funds received, which may take a couple of years. Financial Services Director Beth Kelly reminded Council that 25 percent of the reimbursement comes from the State and those funds are typically received after FEMA funds; it may very well take 24 months. She also noted that uncertainties associated with the COVID-19 pandemic will likely complicate state and federal budgets and slow the process.

A vote was taken on the motion which carried unanimously.

- Council Member Gaskins made a motion to approve the Ordinance Amending the Annual Operating Budget FY 2019-2020 – Contribution to Project No. S1901. Infrastructure for East Sanford CDBG-Infrastructure Project. Seconded by Mayor Pro Tem Buckels, the motion carried unanimously.
- Council Member Gaskins made a motion to approve the Capital Project Ordinance Amendment – Big Buffalo Water Reclamation Facility Flood Rehabilitation Project No. S1901. Seconded by Council Member Salmon, the motion carried unanimously.
- Council Member Gaskins made a motion to Award the Construction Contract for Big Buffalo Water Reclamation Facility Flood Rehabilitation Project to Shook Construction. Seconded by Mayor Pro Tem Buckels, the motion carried unanimously.

Reimbursement Resolution – Project Forge Site Preparation/Roadway – Exhibit J  
Ordinance Amending Annual Operating Budget FY 2019-2020 – Contribution to Project Forge Site Preparation/Roadway – Exhibit K  
Grant Project Ordinance Amendment – Exhibit L

Financial Services Director Beth Kelly explained that the above three items are related and would be addressed together with separate action required for each. The reimbursement resolution allows the City to be reimbursed if debt is issued for the project. The budget amendment appropriates Fund Balance to complete Project Forge site preparation and roadway, and the grant project ordinance appropriates funds from the General Fund for the project, as discussed previously in the work session regarding the shortage.

City Engineer Paul Weeks explained that these actions will cover all foreseen Project Forge site preparation and roadway expenses that would come from the General Fund. At Council's next meeting, staff will request approval of a guaranteed maximum price agreement that will be covered by these items, as well as an impending change order on site developments. The Contractor had to excavate quite a bit more soil than expected and that was not included in their bid. We are expected to pay a reasonable and appropriate amount and these funds would help cover that expense as well. Manager Hegwer confirmed that these items will complete the City's portion of the project. Council Member Salmon questioned whether any of DOT's financial challenges would impact their agreement to pay for the road and Mr. Weeks responded that he has not heard this but he last received information in January (pre-COVID pandemic).

- Council Member Gaskins made a motion to approve the Reimbursement Resolution – Project Forge Site Preparation/Roadway. Seconded by Council Member Post, the motion carried unanimously.
- Council Member Gaskins made a motion to approve the Ordinance Amending the Annual Operating Budget FY 2019-2020-Contribution to Project Forge Site Preparation/Roadway. Seconded by Council Member Post, the motion carried unanimously.
- Council Member Gaskins made a motion to approve the Grant Project Ordinance Amendment. Seconded by Council Member Post, the motion carried unanimously.

### Payment Plan Policy – Exhibit M

Financial Services Director Beth Kelly explained that the payment plan policy was written based on Governor Cooper’s Executive Order 124 but on Saturday, May 30 (after this meeting agenda was posted and distributed), Executive Order 142 was issued, extending the date through which utilities may not be disconnected another 60 days – through July 29 - and added other items. The final policy will be presented to Council before August 1 (when the policy would become effective) with revised dates.

Governor Cooper’s most recent order requires that we notify all customers through all means normally used (text, email, letter, etc.) that the date through which accounts cannot be disconnected has been extended another 60 days. The policy approved by Council allows residential and commercial customers 30 days to establish a payment plan, even though the Executive Order applies to residential accounts only. They recommend leaving the policy unchanged, providing customers with six months to pay outstanding amounts less than \$500 and nine months to pay amounts over \$500. As explained in last week’s work session, once customers choose their payment plan due date, a payment reminder is sent via their preferred method (text, email, etc.), along with a disconnection notice if payment is not received. Customers can apply for assistance through the “Sanford Cares” program but the plan administrator (Johnston-Lee-Harnett Community Action) has a stipulation that customers can apply for assistance only once in twelve months. Council Member Salmon suggested we analyze the number of outstanding accounts as the August 1 deadline approaches. Mr. Hegwer confirmed we could send information to customers on the Sanford Cares program as the deadline approaches. Ms. Kelly reported that as of today, about 1,200 accounts are delinquent totaling approximately \$175,000.

Mr. Hegwer explained that the decision for City Hall to remain closed was made after the deadline was extended since there are other means through which bills can be paid, including the drop box at the drive through, mail, 24/7 over telephone, and check-free sites at Walmart and Piggly Wiggly.

Ms. Kelly explained that Council approval is not requested at this time because the deadline may be extended again and she will request Council approval of the policy when the date is finalized.

### Discussion of Potential Alliance between City of Sanford and Town of Pittsboro Regarding Utilities

This item was removed from the agenda.

### **OTHER BUSINESS**

Council Member thanked staff for their work on the budget under such unusual circumstances.

Council Member Salmon commented on how difficult this past week has been (with protests and riots). She urged everyone to unite as a City and work out things in our own homes first and hope that will spread throughout the nation.

Mayor Mann commented that there have been many great stories coming out of Sanford in the past few months. He encouraged everyone to keep their minds open as they are invited to join community events by being ready to lead groups who want to do positive things and to leave politics at the door as we try to heal a divided nation. He noted that things were as good as ever in Sanford back in February, with momentum from work done over the past six to eight years and he suggested that will carry us through tough times. He noted that an interlocal meeting will be scheduled soon and encouraged everyone to be aware of false information and unfounded rumors and to provide steady, calm leadership.

**Closed Session**

Council Member Salmon made a motion to go into closed session in accordance with N.C.G.S. 143.318.11(a)(3) to consult with an attorney employed or retained by the public body to preserve the attorney-client privilege. Seconded by Council Member Post, the motion carried unanimously.

**ADJOURNMENT**

Council Member Gaskins made the motion to adjourn the meeting; seconded by Council Member Post, the motion carried unanimously.

**ALL EXHIBITS CONTAINED HEREIN ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THESE MINUTES.**

Respectfully Submitted,

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T. CHET MANN, MAYOR

ATTEST:

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VICKI R. CANNADY, DEPUTY CITY CLERK



Public Works Department

**CITY OF SANFORD**

P. O. BOX 3729

FAX 919-774-8179

**North Carolina 27331-3729**

TELEPHONE 919-777-1118

Or 919-777-1122

Paul M. Weeks, Jr., P.E.  
City Engineer

**TO:** Mayor Mann and Members of Council

**FROM:** Mary DePina, Civil Engineer II

**DATE:** July 16, 2020

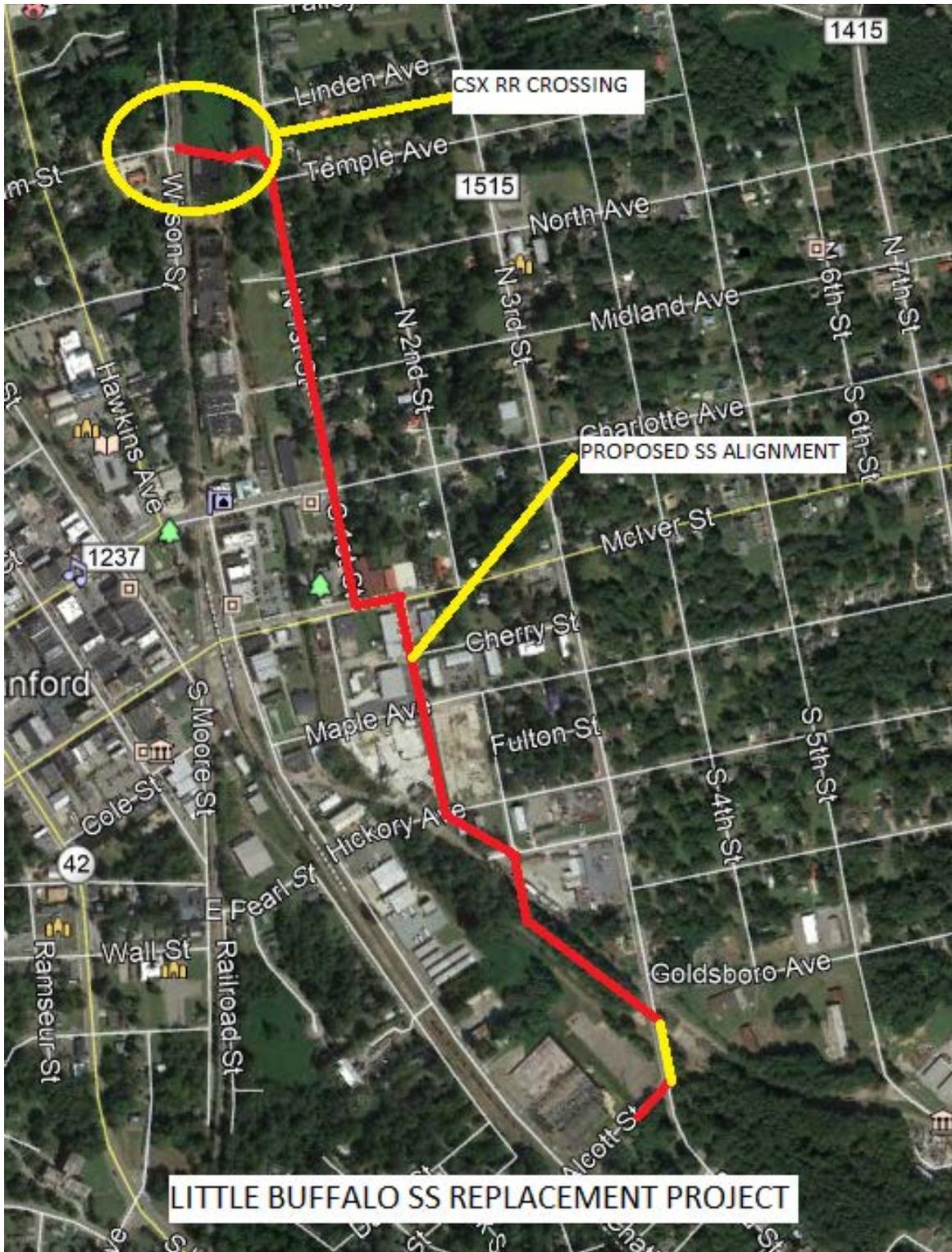
**SUBJECT:** Recommendation to Enter into an Encroachment Agreement with CSX Railroad

**RE:** **Little Buffalo Sanitary Sewer Rehabilitation Project**

In January 2020, City Council approved the award of the Little Buffalo Sewer Rehabilitation Project design contract. This project will replace approximately 5,440 linear feet of aging, undersized 12-inch gravity sewer line with 18-inch gravity sewer line. The project begins at Alcott Street, then proceeds in a northwesterly direction, accessing N 3<sup>rd</sup> Street, Market Street, N 1<sup>st</sup> Street and terminating on Chisholm Street just west of the CSX Railroad right-of-way.

The sewer alignment crosses a CSX Railroad right-of-way which triggers the requirement for an encroachment agreement. This type of encroachment agreement is typical when performing any work inside a railroad right-of-way. The cost of the encroachment is \$9,850 which has already been allocated to the project budget.

Engineering staff recommend entering into an encroachment agreement with CSX Railroad for the purpose of constructing this project.



## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of June 24, 2020, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF SANFORD, a municipal corporation, political subdivision or state agency, under the laws of the State of North Carolina, whose mailing address is 225 East Weatherspoon Street, Sanford, North Carolina 27331, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eighteen inch (18") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Sanford, Lee County, North Carolina, Florence Division, Aberdeen Subdivision, Milepost S-198.53, Latitude N35:29:10.00, Longitude W79:10:39.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

- (A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;
- (B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and
- (C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or

environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

## **5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

## **6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

## **7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person

whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be

notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## **10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;
- (iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; FLAGGING:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

### **13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

### **14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to

Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

## **15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:

[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 919-777-1119.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

## **16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 To the extent allowed by law, Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

**[Signatures on the following page]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type  
Name: \_\_\_\_\_

Print/Type  
Title: \_\_\_\_\_

**Witness for Licensee:**

**CITY OF SANFORD**

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type  
Name: \_\_\_\_\_

Print/Type  
Title: \_\_\_\_\_

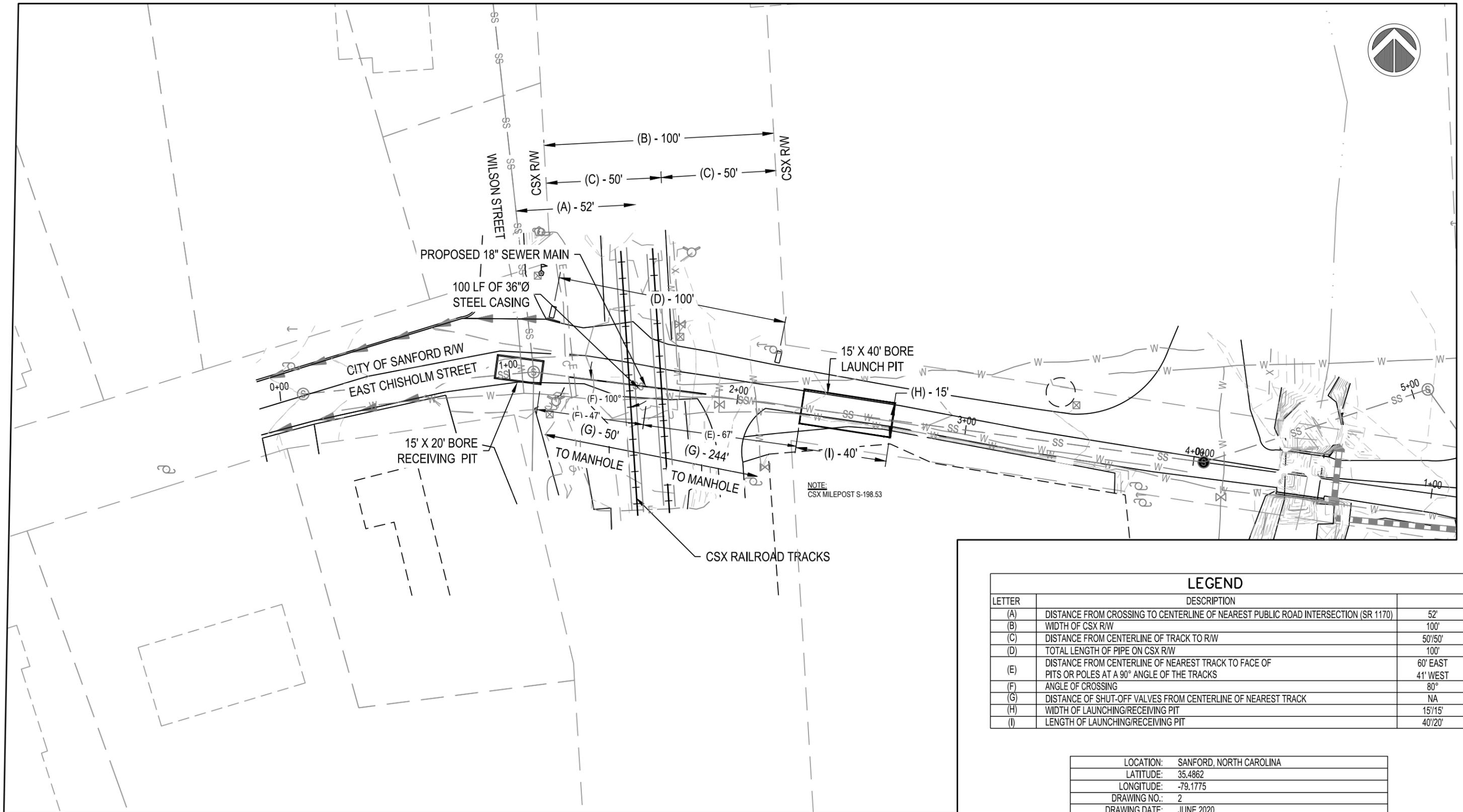
Tax ID  
No.: \_\_\_\_\_

# CSX913109 EXHIBIT A

## CSX GENERAL NOTES:

1. REFER TO THE CSX PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. THE FRONT OF THE PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
3. THE OPERATION SHALL BE PROGRESSED ON A 24-HOUR BASIS WITHOUT STOPPAGE (EXCEPT FOR ADDING LENGTHS OF PIPE) UNTIL THE LEADING EDGE OF THE PIPE HAS REACHED THE RECEIVING PIT.
4. THE AUGER AND CUTTING HEAD ARRANGEMENT SHALL BE REMOVABLE FROM WITHIN THE PIPE IN THE EVENT AN OBSTRUCTION IS ENCOUNTERED.
5. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSX PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSX SPECIFICATIONS.
6. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
7. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSX SPECIFICATIONS WILL BE SUBMITTED TO THE CSX REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS. CSX PROHIBITS THE DISCHARGE OF WATER ONTO ITS PROPERTY WITHOUT PRIOR APPROVAL.
8. BLASTING IS NOT PERMITTED UNDER OR ON CSX PROPERTY.
9. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
10. EXISTING PIPES TO BE ABANDONED WILL BE COMPLETELY FILLED WITH CEMENT GROUT OR COMPACTED SAND.
11. PROJECTS THAT GENERATE SOILS FROM CSX PROPERTY MUST ADHERE TO CSX'S SOIL MANAGEMENT POLICIES. CSX REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE PROPERLY DISPOSED IN A CSX APPROVED DISPOSAL FACILITY OR REUSED ON CSX PROPERTY. THE MANAGEMENT OF SOILS GENERATED FROM CSX PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSX PROPERTY.
12. USE OF CONSTRUCTION SAFETY FENCING IS REQUIRED WHEN A CSX FLAGMAN IS NOT PRESENT. DISTANCE OF SAFETY FENCE FROM NEAREST RAIL TO BE DETERMINED BY CSX ROADMASTER AND WILL BE REMOVED UPON COMPLETION OF PROJECT.

CSX PROPERTY SERVICES REVIEW	
<input checked="" type="checkbox"/> No Exceptions	<input type="checkbox"/> Exceptions Noted
<small>This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.</small>	
By: <u>THOMAS PAULY</u>	



NOTE:  
CSX MILEPOST S-198.53

LEGEND		
LETTER	DESCRIPTION	
(A)	DISTANCE FROM CROSSING TO CENTERLINE OF NEAREST PUBLIC ROAD INTERSECTION (SR 1170)	52'
(B)	WIDTH OF CSX R/W	100'
(C)	DISTANCE FROM CENTERLINE OF TRACK TO R/W	50'/50'
(D)	TOTAL LENGTH OF PIPE ON CSX R/W	100'
(E)	DISTANCE FROM CENTERLINE OF NEAREST TRACK TO FACE OF PITS OR POLES AT A 90° ANGLE OF THE TRACKS	60' EAST 41' WEST
(F)	ANGLE OF CROSSING	80°
(G)	DISTANCE OF SHUT-OFF VALVES FROM CENTERLINE OF NEAREST TRACK	NA
(H)	WIDTH OF LAUNCHING/RECEIVING PIT	15'/15'
(I)	LENGTH OF LAUNCHING/RECEIVING PIT	40'/20'

LOCATION:	SANFORD, NORTH CAROLINA
LATITUDE:	35.4862
LONGITUDE:	-79.1775
DRAWING NO.:	2
DRAWING DATE:	JUNE 2020
SHEET NO.:	2 OF 2
REVISION DATE:	-

**PLAN**  
SCALE: 1"=40'

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No.	Revision	Date	By

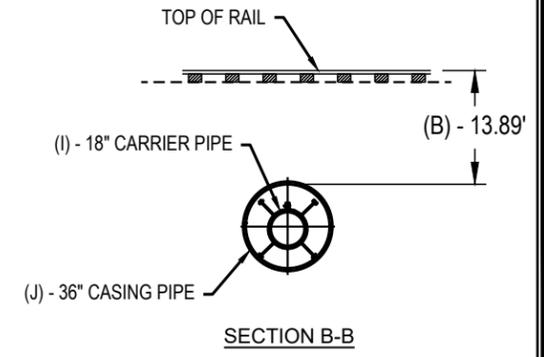
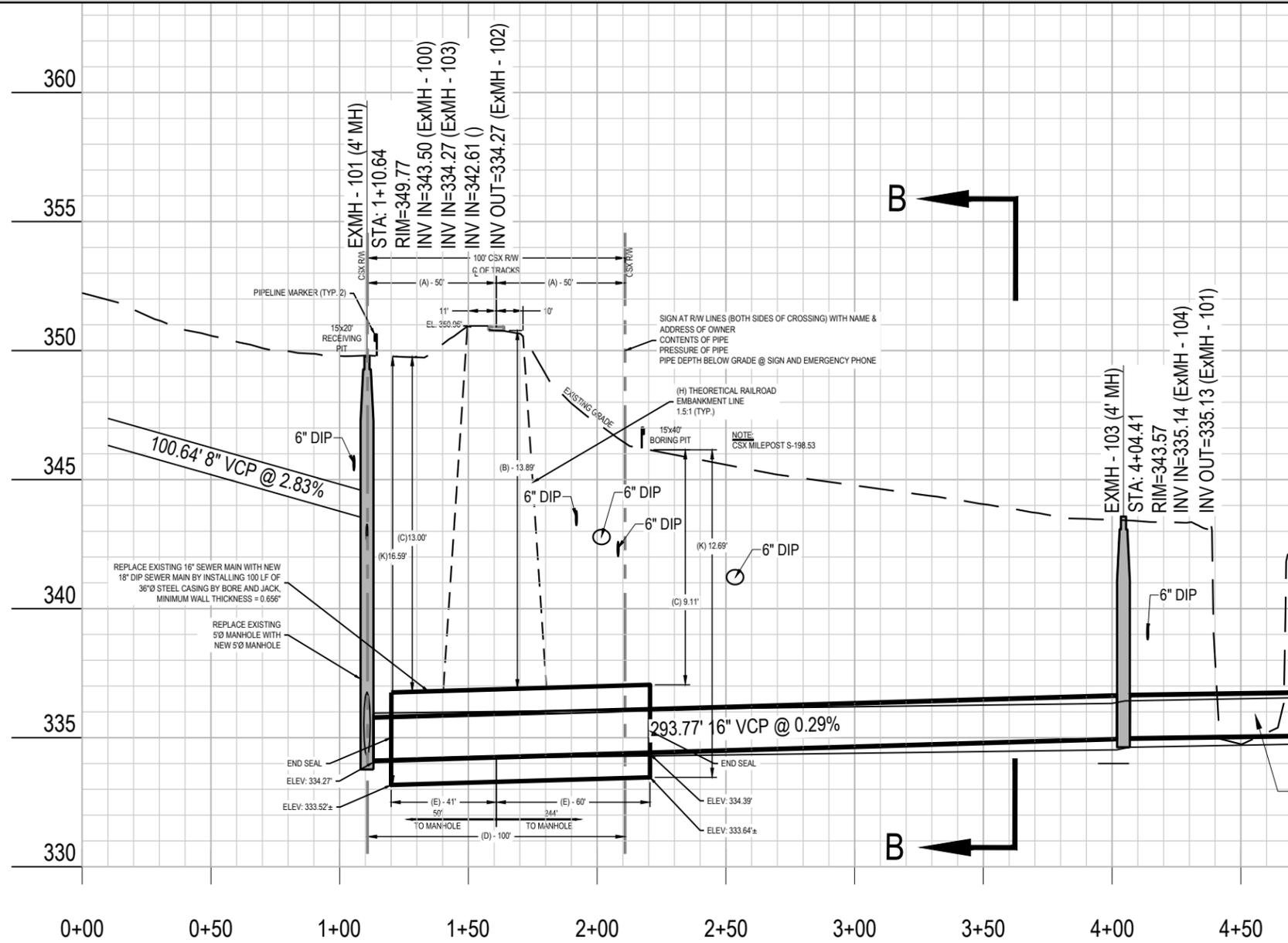
Designer	LM	Scale	AS NOTED
Drawn By	LM	Date	JUNE 2020
Checked By	TSJ	Job No.	08190500.00

**LITTLE BUFFALO CREEK OUTFALL REPLACEMENT**  
SANFORD LEE COUNTY NORTH CAROLINA

**18" WASTEWATER CROSSING OF CSX RAILROAD**  
PLAN VIEW

**WithersRavenel**  
Engineers | Planners | Surveyors  
115 MacKenan Drive | Cary, NC 27511  
t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

Sheet No.  
**1**



- NOTES:
1. THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
  2. REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.
  3. CASING PIPE ENDS MUST BE SEALED.

**PIPELINE PROFILE VIEW**  
SECTION A-A  
NOT TO SCALE

LEGEND		
LETTER	DESCRIPTION	DISTANCE
(A)	DISTANCE FROM CENTERLINE OF TRACK TO R/W	50' EAST/50' WEST
(B)	DISTANCE FROM BASE OF RAIL TO TOP OF CASING	13.89'
(C)	DISTANCE FROM BASE OF DITCH TO TOP OF CASING	13.00' EAST/9.11' WEST
(D)	TOTAL LENGTH OF PIPE ON CSX R/W	100'
(E)	DISTANCE FROM CENTERLINE OF NEAREST TRACK TO FACE OF PITS OR POLES AT A 90° ANGLE OF THE TRACK	60' EAST 41' WEST
(F)	DISTANCE FROM TOP OF VENT PIPE TO GROUND (4' MIN. REQUIRED)	NON-FLAMMABLE
(G)	DISTANCE FROM CENTERLINE OF TRACK TO VENT PIPE AT 90° ANGLE TO THE TRACK	NON-FLAMMABLE
(H)	WIDTH OF LAUNCHING/RECEIVING THEORETICAL EMBANKMENT LINE: STARTS 12' FROM CENTERLINE OF TRACK AND EXTENDS AWAY FROM TRACK AT A SLOPE OF 1.5' OVER AND 1' DOWN.	
(I)	CARRIER PIPE DIAMETER	18"
(J)	CASING PIPE DIAMETER	36"
(K)	DEPTH OF LAUNCHING/RECEIVING PIT	16.59' EAST/12.69' WEST

PIPELINE CONTENT DETAILS		
COMMODITY DESCRIPTION:	WASTEWATER	
MAXIMUM OPERATING PRESSURE:	100 PSI	
IS COMMODITY FLAMMABLE:	NO	
CARRIER/CASING PIPE DETAILS		
	CARRIER PIPE	CASING PIPE
PIPE MATERIAL:	DIP	STEEL
MATERIAL SPECIFICATIONS & GRADE:	AWWA C900, CLASS 350	ASTM 139, GRADE B
SPECIFIED MINIMUM YIELD STRENGTH:	-	35,000 PSI
NOMINAL SIZE OUTSIDE DIAMETER (INCHES):	19.50"	36"
WALL THICKNESS (INCHES):	0.36"	0.656"
TYPE OF SEAM:	NONE	WELDED
TYPE OF JOINTS:	RESTRAINED	BUTT JOINT
TUNNEL LINER PLATES REQUIRED:	NO	
CATHODIC PROTECTION:	NO	
PROTECTIVE COATING:	-	-
TEMP TRACK SUPPORT OR RIP-RAP REQ:	NO	

LOCATION:	SANFORD, NORTH CAROLINA
LATITUDE:	35.4862
LONGITUDE:	-79.1775
DRAWING NO.:	2
DRAWING DATE:	JUNE 2020
SHEET NO.:	2 OF 2
REVISION DATE:	-

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No.	Revision	Date	By

Designer	LM	Scale	AS NOTED
Drawn By	LM	Date	JUNE 2020
Checked By	TSJ	Job No.	08190500.00

**LITTLE BUFFALO CREEK OUTFALL REPLACEMENT**  
SANFORD      LEE COUNTY      NORTH CAROLINA

**18" WASTEWATER CROSSING OF CSX RAILROAD**  
PLAN VIEW

**WithersRavenel**  
Engineers | Planners | Surveyors  
115 MacKenan Drive | Cary, NC 27511  
t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

Sheet No. **2**



Page 1 of 1

Account/Contract No. CSX913109

Tracking No. 1038928

Date 6/24/2020

## Invoice

### Customer

City of Sanford  
225 East Weatherspoon Street  
Sanford, NC 27331

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

### Fees-At-A-Glance

Amount Due in U.S. dollars **\$9,850.00**

### Fees Summary

Review Fee	\$	3,500.00
Railroad Protective Liability (Only if RPL policy is not provided)	\$	1,250.00
Expedited Review Fee		
License Fee	\$	5,100.00
Sales Tax*		
Money on File		

\* Florida Sales tax applies to the license fee

**Total Current Fees in U.S. dollars \$9,850.00**

CSX Federal ID No. 54-6000720  
CSX Canadian ID No. 105203095 RC 0001  
CSX Quebec ID No. 1022434469 IC 0001

**Please remit payment to: CSX Transportation, Inc.**

**Legal Address:**  
500 Water Street, J180  
Jacksonville, FL 32202

**Mailing Address:**  
500 Water Street, J180  
Jacksonville, FL 32202

Questions? Contact:

[Flavio\\_Rosa@csx.com](mailto:Flavio_Rosa@csx.com)  
904.279.3860

**Resolution Authorizing Sanford ABC Board's  
Adoption of the Travel Policy  
Of the City of Sanford as the Travel Policy of the  
Sanford ABC Board**

**WHEREAS**, the City of Sanford has an officially adopted Travel Policy; and

**WHEREAS**, the General Manager of the Sanford ABC Board has requested that the City Authorize and approve the Sanford ABC Board's adoption of the Travel Policy of the City of Sanford as the Travel Policy of the Sanford ABC Board; and

**WHEREAS**, this authorization and approval will ensure that the Travel Policy of the Sanford ABC Board conforms to the Travel Policy of the City of Sanford and that adoption of such policy has been authorized and approved by the City of Sanford as specified under North Carolina General Statutes 18B-700(g2).

**NOW, THEREFORE, BE IT RESOLVED** by the Sanford City Council in open session that:

1. The Sanford City Council hereby authorizes and approves the Sanford ABC Board's adoption of the travel Policy of the City of Sanford as the Travel Policy of the Sanford ABC Board, in accordance with North Carolina General Statutes 18B-700(g2).
2. This resolution shall become effective upon approval by the Sanford City Council

**ADOPTED** this 4<sup>th</sup> day of August 2020.

\_\_\_\_\_  
T. Chet Mann, Mayor

Attest:

\_\_\_\_\_  
Vicki R. Cannady, Deputy City Clerk

**Consideration of Renewal a Preliminary Plat for  
Eagle Crest Place Subdivision  
Sanford City Council Meeting                      August 4, 2020**

---

**Sanford Planning Board Recommendation:** This subdivision was reviewed by the Planning Board on July 13<sup>th</sup> and recommended for renewal by a unanimous vote, subject to the condition that Lot 6 not be illustrated on the final plat since it is no longer included as part of this subdivision and compliance with all other general requirements for a preliminary plat. The board discussed that the design has not changed, with the exception of the area that was once proposed as Lot 6 has been sold to the adjoining property owners to make their rear yard areas larger and that they encouraged the developer to construct homes that are similar in size & architectural style to the existing homes in the area. Also, the lot sizes are 20,000sf and greater, which would not trigger sidewalks and curb & gutter for a new preliminary plat, must less a renewal.

**Introduction:** This preliminary plat was approved in 2003. The public water and sewer were installed and the new public street was cleared/graded by the original developer, Mr. Harry Thomas, but the subdivision was not finished and the final plat was not recorded; therefore, the site is still one legal lot and the preliminary plat approved has expired. Mr. Thomas passed away in 2011 and the site is for sale. Mr. David Lind, a local developer, is asking that the preliminary plat be renewed so that he may purchase the land and finish the subdivision as originally approved.

*Note: Lot 6 illustrated on the plat is no longer proposed as part of this subdivision because the land included within this lot has been sold to the adjoining property owners. The final plat will illustrate only Lots 1-5 for recordation if this preliminary plat, minus Lot 6, is renewed.*

<b>Location:</b>	Jasny Street and Cool Springs Road
<b>Jurisdiction:</b>	City of Sanford, inside the corporate City limits
<b>Property Owner:</b>	Berta W. Thomas
<b>Project Developer:</b>	David Lind
<b>Project Engineer:</b>	Bracken & Associates for the 2003 original project
<b>Township:</b>	West Sanford
<b>Council Ward:</b>	1
<b>Tax Parcel:</b>	9633-25-4897-00
<b>Tax Map:</b>	9633.01
<b>Zoning:</b>	Residential Single-family (R-20)
<b>Acreage:</b>	3.73 per Lee County tax records
<b>Total Lots:</b>	5
<b>Minimum Lot Size:</b>	20,000sf or 0.46 of an acre
<b>Smallest Lot Size:</b>	20,000sf or 0.46 of an acre (Lot 5)
<b>Largest Lot Size:</b>	1.63sf acres (Lot 6)
<b>Linear Feet of Street:</b>	400 ± linear feet
<b>Streets:</b>	Public street, City of Sanford
<b>Water:</b>	Public Water, City of Sanford
<b>Wastewater:</b>	Lots 1-5 to be served by Public Sewer, City of Sanford (Lot 6 is no longer included as part of this subdivision.)
<b>Phases:</b>	No phasing proposed
<b>Open Space:</b>	None required and none proposed
<b>Fire District:</b>	City Station #3
<b>School Districts:</b>	BT Bullock / West Lee Middle / Lee Senior High School

**Area & Site Description:** The subject property is comprised of one vacant tract of land located between Jansy Street and Cool Springs Road on the western side of Sanford.

**Zoning District Information:** The site is zoned Residential Single-family (R-20) district, which is established to provide areas for low-density single-family uses, with a maximum of two dwelling units per acre and may serve as a buffer between the agricultural classifications and the higher density areas of Lee County. It includes density and minimum lot size requirements in order to allow for market and design flexibility while preserving the neighborhood character.

#### Residential Single-family (R-20) Zoning

The minimum lot width is 100ft, with a minimum lot size of 20,000sf, and a max building height of 40ft.

The minimum building setbacks for a principal structure or house is as follows:

Front:	30 feet, as measured from the right-of-way line of the public street
Rear:	30 feet, measured from the rear property line
Side(s):	15 feet, measured from the side property lines
Note:	Corner lots have two front yard setbacks, one for each public street

#### Adjoining Zoning

North:	Residential Single-family (R-20)
South:	Residential Single-family (R-20)
East:	Residential Single-family (R-20), adjoining and opposite Jansy Street
West:	Residential Single-family (R-20), adjoining and opposite Cool Springs Road

#### **Area Plans and Overlay Districts**

Long Range Plan: The *Plan SanLee* land use plan identifies the future land use place type for this tract of land as “suburban neighborhood” (see attached), which has the following characteristics:

- Residential areas on the outskirts of a core urbanized area
- Facilitates large scale development of single-family residential
- Walkable, with high degree of transportation connectivity between neighborhoods
- Local example: Westlake Valley neighborhood in Sanford

Land use designations include forests, undeveloped open space, schools, churches, neighborhood parks, as well as detached and attached single-family dwellings. Forms of transportation include automobiles (vehicular connectivity is encouraged in new development) that share the roads with pedestrian uses like sidewalks, off-street trails, transit and commercial area connections. Also included in transportation is on-street bike lanes and off trail bicycle systems, and public transit. The current zoning districts are residential single-family (R-20, R-14, R-12SF, and R-12). The maximum development density is four to seven units per acre with moderate building setbacks and a 35ft height limit. Utility infrastructure is public water and public wastewater. The preferred character is interconnected curvilinear streets, 600ft block lengths, curb & gutter with sidewalks, and street trees.

Local Overlay District Notes: Per GIS, the subject property is not located in local Historic District, a Watershed Conservation Overlay District, or a Flood Hazard Area/Floodplain.

**Utilities:** Lots 1-5 would be served by City maintained public water via an existing 6-inch water main line that was installed to serve this subdivision. Regarding wastewater, lots 1-5 would be served by an existing 8-inch sewer main line that was installed to serve this subdivision. (Lot 6 is no longer included as part of this subdivision.) If the subdivision approval is renewed, all connections to City maintained public water must be

approved by the City of Sanford Public Works Department and the Sanford Fire Dept. to verify compliance with all applicable regulations.

**Transportation:** The site has 50ft ± of road frontage on Jansy Street a City maintained paved public highway with a 60ft right-of-way. There is no NCDOT traffic count in close proximity to this site.

**Staff Analysis:** The new 5 lot residential single-family home subdivision would be accessed via a new public road (no name proposed at this time) that the developer would constructed to City standards and submitted for acceptance/maintenance.

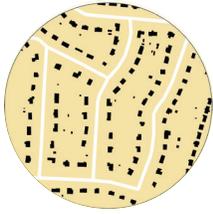
No architectural plans are required to be reviewed/approved as part of this subdivision review since the zoning is a standard R-20 district and not a conditional zoning district. Also, no sidewalks or curb & gutter are required since the lots are 20,000sf or greater.

The topography slopes downward from the west (Cool Springs Road) to the east, towards Jansy Street. There are no water features or wetlands illustrated in our GIS mapping system. Sanford/Lee County does not have a local grading permit and relies on the North Carolina Department of Environmental Quality (NCDEQ) to regulate land disturbing activities. A sedimentation and erosion control plan for this project must be approved by NCDEQ and a copy of the approval must be on file with the Planning Department prior to recordation of the final subdivision plat, which legally creates the individual lots.

The following is a general note included with all rezoning requests: Sanford, Lee County, and Broadway do not have local grading permits and rely on the NC Department of Environmental Quality to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, contact the NC Division of Energy, Mineral, and Land Resources Sediment Program via mail 1612 Mail Service Center, Raleigh, NC 27699-1612, via phone at 877-623-6748 or visit the NCDEQ website at <http://deq.nc.gov>. The physical address of the office is 217 W. Jones Street, Raleigh, NC 27603.

**Other Conditions/ Requirements/Notes:**

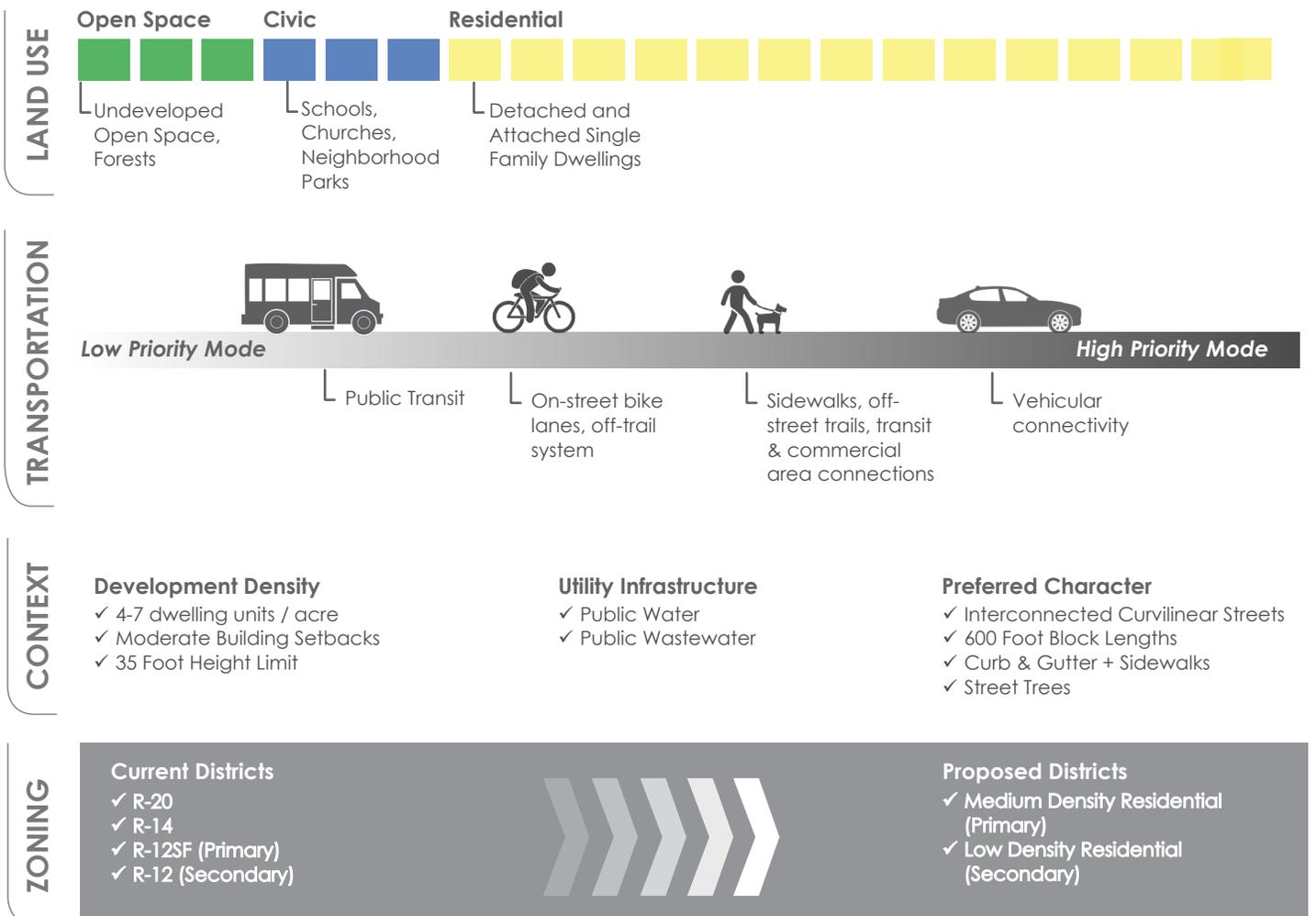
- 1.) All TRC technical revisions must be addressed prior to the final plat being recorded.
- 1.) Lot 6 will not be illustrated on the final plat since it is no longer included as part of this subdivision.
- 2.) A copy of the NCDEQ approval will be required prior to recordation of the final plat for each phase.
- 3.) A copy of the NCDOT approval will be required prior to recordation of the final plat for each phase.
- 4.) The preliminary plat shall be valid for two years if approved by the Sanford City Council.



## SUBURBAN NEIGHBORHOOD

- ✓ Residential areas on the outskirts of a core urbanized area
- ✓ Facilitates large scale development of single family residential
- ✓ Walkable, with high degree of transportation connectivity between neighborhoods and surrounding network thoroughfares

**Local Example - Westlake Valley Neighborhood in Sanford**





**Consideration of a Preliminary Plat for  
Moncure Hills Subdivision  
Sanford City Council Meeting                      August 4, 2020**

---

**Sanford Planning Board Recommendation:** This subdivision was reviewed by the Planning Board on July 13<sup>th</sup> and recommended for renewal by a unanimous vote. The board discussed that most of the subject property is in the ETJ; therefore, it will be served by NCDOT maintained public streets, City maintained public water, and individual private septic systems. Also, the small portion (approximately six acres) in the NE corner that is in Lee County will be reviewed by County boards and Lots 1-7 will be served by a shared private driveway as per NCDOT.

**Introduction:** Moncure Investments, LLC would like to create a new 50 lot residential single-family home subdivision off of Lower Moncure Road that would be served by new public streets, public water, and individual private septic systems.

<b>Location:</b>	Lower Moncure Road (SR 1002)
<b>Jurisdiction:</b>	City of Sanford's Extraterritorial Jurisdiction (ETJ), majority of site Lee County, small area in the northeastern corner
<b>Property Owner:</b>	Moncure Investments, LLC
<b>Project Developer:</b>	Caviness Land
<b>Project Engineer:</b>	4D Site Solutions
<b>Township:</b>	East Sanford
<b>Council Ward:</b>	N/A, in the City's ETJ
<b>Tax Parcels:</b>	9653-33-8524-00, 9653-43-4100-00, and 9653-44-8449-00
<b>Tax Map:</b>	9653.14 and 9653.04
<b>Zoning:</b>	Residential Single-family (R-20) for the area in the City's ETJ and Residential Restricted (RR) for the portion in Lee County
<b>Acreage:</b>	62.44
<b>Total Lots:</b>	50 residential lots and 4 common area lots
<b>Minimum Lot Size:</b>	20,000sf in R-20 and 30,000sf in RR
<b>Smallest Lot Size:</b>	25,000 or 0.57 of an acre (Lots 42, 43, 47 and 48)
<b>Largest Lot Size:</b>	45,179 or 1.04 acres (Lot 5), residential lot
<b>Streets:</b>	Public streets, NCDOT
<b>Water:</b>	Public Water, City of Sanford
<b>Wastewater:</b>	All lots are proposed to be served by individual private septic systems
<b>Phases:</b>	2 phases proposed
<b>Open Space:</b>	None required and four common areas proposed (see drawings)
<b>Fire District:</b>	Northview Fire Dept.
<b>School Districts:</b>	Deep River Elementary / East Lee Middle / Lee Senior High School

**Area & Site Description:** The subject property is comprised of three vacant tracts of land off of Lower Moncure Road, between N. Eleventh Street and the 421 Bypass.

**Zoning District Information:** The majority of the site is zoned Residential Single-family (R-20) district, which is established to provide areas for low-density single-family uses, with a maximum of two dwelling units per acre and may provide buffers between the agricultural and the higher density areas of the County of Lee. It

includes density and minimum lot size requirements in order to allow for market and design flexibility while preserving the neighborhood character.

#### Residential Single-family R-20 Zoning

The minimum lot width is 100ft, with a minimum lot size of 20,000sf, and a max building height of 40ft.

The minimum building setbacks for a principal structure or house is as follows:

Front: 30 feet, as measured from the right-of-way line of the public street

Rear: 30 feet, measured from the rear property line

Side(s): 15 feet, measured from the side property lines

Note: Corner lots have two front yard setbacks, one for each public street

A small portion of the site in the northeastern corner (approximately 5.78 acres in the area of lots 1, 2 and CA-4) is zoned Residential Restricted (RR), which is established to provide areas for low-density single-family uses, with a maximum of one and 1.5 dwelling units per acre. Property zoned RR should include only those tracts which abut or are in close proximity to existing large-lot single family development, making RR an appropriate transition district between rural, agricultural, and suburban uses.

(The “restricted” designation means that site-built and modular homes are permitted in this zoning district, but manufactured/mobile homes are not permitted.)

#### Residential Restricted (RR) Zoning

The minimum lot width is 100ft, with a minimum lot size of 30,000sf, and a max building height of 40ft.

The minimum building setbacks for a principal structure or house is as follows:

Front: 30 feet, as measured from the right-of-way line of the public street

Rear: 30 feet, measured from the rear property line

Side(s): 15 feet, measured from the side property lines

Note: Corner lots have two front yard setbacks, one for each public street

#### Adjoining Zoning

North: Residential Single-family (R-20), Opposite side of Lower Moncure Road – Sanford ETJ

South: Residential Single-family (R-20) and Residential-Mixed (R-12) – Sanford ETJ

East: Residential Restricted (RR) – Lee County

West: Residential Single-family (R-20), Adjoining & opposite side of Lower Moncure Rd – Sanford ETJ

#### **Area Plans and Overlay Districts**

Long Range Plan: The *Plan SanLee* land use plan identifies the future land use place type for this tract of land as “Suburban Neighborhood” (see attached), which has the following characteristics:

- Residential areas on the outskirts of a core urbanized area
- Facilitates large scale development of single-family residential
- Walkable, with high degree of transportation connectivity between neighborhoods
- Local example: Westlake Valley neighborhood in Sanford

Land use designations include forests, undeveloped open space, schools, churches, neighborhood parks, as well as detached and attached single-family dwellings. Forms of transportation include automobiles (vehicular connectivity is encouraged in new development) that share the roads with pedestrian uses like sidewalks, off-street trails, transit and commercial area connections. Also included in transportation is on-street bike lanes and off trail bicycle systems, and public transit. The current zoning districts are residential single-family (R-20, R-14, R-12SF, and R-12). The maximum development density is four to seven units per acre with moderate building setbacks and a 35ft height limit. Utility infrastructure is public water and public wastewater. The preferred character is interconnected curvilinear streets, 600ft block lengths, curb & gutter with sidewalks, and street trees.

**Watershed Conservation Overlay District:** The subject property is located within our Watershed Conservation Overlay District, specifically the Cape Fear/Lee County Watershed Protected Area. A watershed is a basin-like landform delineated by ridgelines that descend into lower elevations that carries rain water from the land into soils, ground waters, creeks, and streams, eventually making its way to larger rivers and the ocean. Development within this area is allowed, but there are maximum density and built upon area requirements designed to ensure the health of the watershed. Any/all future proposed subdivisions and development must comply with the UDO watershed regulations.

The subject property is not located within an established Flood Hazard Area / floodplain.

**Utilities:** All lots are proposed to be served by City maintained public water via an existing 24-inch water main line along Lower Moncure Road. If the subdivision is approved, all connections to City maintained public water must be approved by the City of Sanford Public Works Department and the applicable Fire Dept. to verify compliance with all regulations.

Given the location outside of the City limits, the subject property does not have access to public sanitary sewer. Therefore, it has been evaluated by a licensed soil scientist in order to determine the suitability of soils for individual private septic systems and the project designer has utilized this general information when creating the lot configurations. Future residential development on each lot would be served by individual private septic systems that would need to be approved by the Lee County Environmental Health Department and/or a Soil Scientist licensed to practice in the state of North Carolina at the time that the developer or individual lot owner proposes to construct a house.

**Transportation:** The site has over 1,900LF of road frontage on Lower Moncure Road (SR1002), a NCDOT maintained paved public highway with a 60ft right-of-way. Lots 1-7 will be served via an 18ft asphalt drive with an accompanying easement, even though they have public road frontage as per a requirement from NCDOT. There is not a NCDOT traffic count in the immediate area.

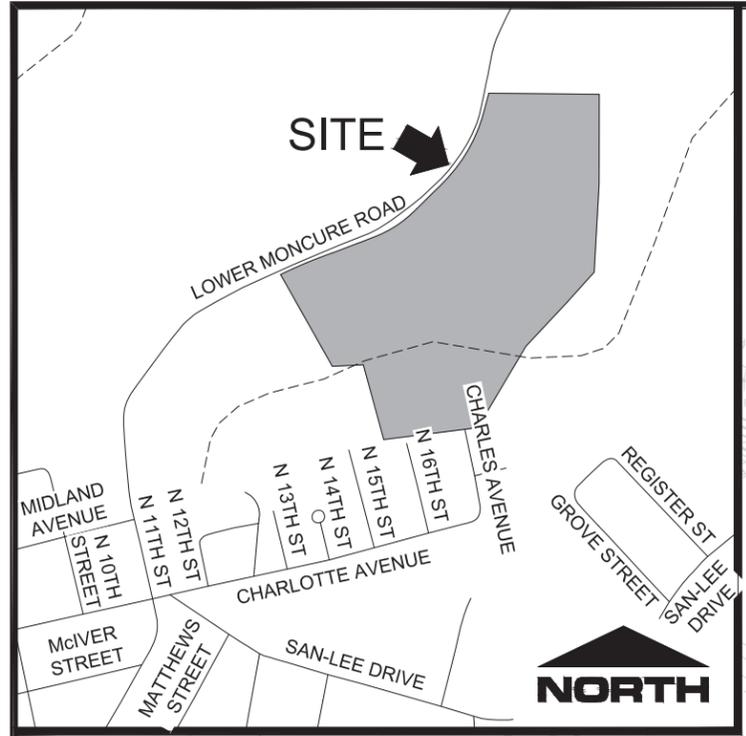
**Staff Analysis:** No architectural plans are required to be reviewed/approved as part of this subdivision review since the zoning is a standard R-20 and RR district and not a conditional zoning district. Also, no sidewalks or curb & gutter are required since the lots are 20,000sf or greater.

The topography slopes downward from the west (Lower Moncure Road) to the east (southeastern perimeter property line). There are no water features or wetlands illustrated in our GIS mapping system. Lick Creek tributary, an intermittent stream or “wet weather branch” is crosses several areas of the site and is associated with the wetland illustrated on the plans. Sanford/Lee County does not have a local grading permit and relies on the North Carolina Department of Environmental Quality (NCDEQ) to regulate land disturbing activities. A sedimentation and erosion control plan for this project must be approved by NCDEQ and a copy of the approval must be on file with the Planning Department prior to recordation of the final subdivision plat, which legally creates the individual lots.

The following is a general note included with all rezoning requests: Sanford, Lee County, and Broadway do not have local grading permits and rely on the NC Department of Environmental Quality to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, contact the NC Division of Energy, Mineral, and Land Resources Sediment Program via mail 1612 Mail Service Center, Raleigh, NC 27699-1612, via phone at 877-623-6748 or visit the NCDEQ website at <http://deq.nc.gov>. The physical address of the office is 217 W. Jones Street, Raleigh, NC 27603.

**Other Conditions/ Requirements/Notes:**

- 1.) All TRC technical revisions must be addressed prior to the final plat being recorded.
- 2.) A copy of the NCDEQ approval will be required prior to recordation of the final plat for each phase.
- 3.) A copy of the NCDOT approval will be required prior to recordation of the final plat for each phase.
- 4.) The preliminary plat shall be valid for two years if approved by the Sanford City Council.



# MONCURE HILLS SUBDIVISION SITE DEVELOPMENT PLANS

EAST SANFORD TOWNSHIP  
 SANFORD, NORTH CAROLINA  
 LEE COUNTY

REVISIONS

PROJECT NAME

**MONCURE HILLS  
 SUBDIVISION**

TAX ID# 9653-33-8524-00  
 9653-43-4100-00  
 LOWER MONCURE ROAD  
 EAST SANFORD TOWNSHIP  
 CITY OF SANFORD  
 LEE COUNTY  
 NORTH CAROLINA

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
 Phone: (910) 481-0503  
 Fax: (910) 964-9089

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

SEE SHEETS

DATE RELEASED

MAY 26, 2020

NOT TO SCALE

**EXISTING UTILITY OWNER**

**WATER**

CITY OF SANFORD PUBLIC WORKS  
 225 E. Weatherspoon Street  
 Sanford, North Carolina 27330  
 919-777-1119  
 Contact: Paul Weeks, Jr, PE

**INDEX OF DRAWINGS**

- C1.0 - EXISTING CONDITIONS
- C2.0 - C2.4 - SITE PLAN
- C3.0 - C3.4 - GRADING AND EROSION CONTROL PLAN
- C4.0 - C4.4 - UTILITY PLAN
- C5.0 - C5.4 - PROFILE
- C6.0 - C6.3 - DETAILS

**CIVIL ENGINEER**

4D SITE SOLUTIONS, INC.  
 409 Chicago Drive - Suite 112  
 Fayetteville, North Carolina 28306  
 910-426-6777  
 Contact: Scott Brown, PE  
 email: sbrown@4dsitesolutions.com

**OWNER/DEVELOPER**

CAVINESS LAND  
 639 Executive Place - Suite 400  
 Fayetteville, North Carolina 28305  
 910-481-0503  
 Contact: Watson Caviness  
 email: watson@cavinessandcates.com

**SURVEYOR**

4D SITE SOLUTIONS, INC.  
 409 Chicago Drive - Suite 112  
 Fayetteville, North Carolina 28306  
 910-426-6777  
 Contact: Jimmy Holland, PLS  
 email: jholland@4dsitesolutions.com



Know what's below.  
 Call before you dig.

THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED

I:\Caviness Land\1463 Lower Moncure Road Subdivision\1463 DEV\ENR\HL 15.dwg - PLOT 4 4/27/2020 2:33:05 PM



**VICINITY MAP**  
NOT TO SCALE

AREA: (BY COORDINATE COMPUTATION)  
2,719,980 SF (62.44 AC)

PIN NO: 9653-33-8524-00 &  
9653-43-4100-00

ZONING: R-20

30' FRONT  
15' SIDE  
30' REAR

SOURCE OF TITLE  
DB 1521, PG 525  
DB 1521, PG 529  
PB 2018, SLIDE 1  
LEE COUNTY DEEDS

- NOTES:
- ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
  - COMBINED SCALE FACTOR: 0.99988124  
LOCALIZATION POINT N: 633,472,277 E: 1,952,769,824  
CONTROL ESTABLISHED VIA NORTH CAROLINA GEODETIC SURVEY VIRTUAL REFERENCE SYSTEM.
  - THE HORIZONTAL AND VERTICAL CONTROL FOR THIS SURVEY WERE ESTABLISHED USING THE NORTH CAROLINA GEODETIC SURVEY VIRTUAL REFERENCE SYSTEM.
  - LINE(S) NOT SURVEYED ARE SHOWN AS DASHED LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS MAP.
  - NONCONFORMING STRUCTURES HAVE NOT BEEN CREATED BY THIS SURVEY.
  - THIS SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH AND IS BASED ON REFERENCED INFORMATION SHOWN HERE ON. OTHER DOCUMENTS OF RECORD MAY EXIST WHICH COULD AFFECT THIS PROPERTY. NO RESPONSIBILITY IS ASSUMED BY THIS SURVEYOR FOR ANY CONDITIONS WHICH MAY PRESENTLY EXIST BUT ARE UNKNOWN OR REFERENCED HERE ON, SUCH AS BUT NOT LIMITED TO HAZARDOUS WASTE MATERIALS, EASEMENTS, CEMETERIES, AND FLOOD AREAS.
  - LOCATIONS OF ALL UNDERGROUND UTILITIES LYING WITHIN THIS MAPPED AREA MAY NOT BE SHOWN ON THIS PLAN. DEVELOPERS OR CONTRACTORS SHOULD NOT ONLY MAKE SUBSURFACE INVESTIGATIONS BUT SHOULD ALSO ALLOW FOR CONTINGENCIES WHICH MIGHT ARISE BY REASON OF ENCOUNTERING UNRECORDED LINES OR LINES BEING IN DIFFERENT LOCATIONS THAN INDICATED ON THIS SURVEY.
  - THIS PROPERTY LIES WITHIN FLOOD ZONE "X" ACCORDING TO MAP# 371096300L OF THE FLOOD INSURANCE RATE, DATED SEPTEMBER 6, 2006.

I, SEAN R. SEEVER, CERTIFY THAT THE CONTROL FOR THIS SURVEY WAS ESTABLISHED FROM AN ACTUAL GPS SURVEY UNDER MY SUPERVISION. THIS GPS SURVEY WAS PERFORMED TO C-20 FOGG SPECIFICATIONS RTK GPS WITH VRS FIELD PROCEDURES WERE USED. THE COORDINATES WERE OBTAINED THROUGH A GRID TO GROUND ADJUSTMENT USING THE COMBINED SCALE FACTOR SHOWN HEREON. THIS SURVEY WAS PERFORMED ON JANUARY 16, 2019 USING TWO TRIMBLE 5700 RECEIVERS.

*Seaver*  
PROFESSIONAL LAND SURVEYOR - L-4571

I, SEAN R. SEEVER, CERTIFY THAT THIS CLASS "C" TOPOGRAPHIC MAP WAS DRAWN FROM AN ACTUAL SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND THAT IT MEETS OR EXCEEDS THE NORTH CAROLINA ADMINISTRATIVE CODE 21.56.1605 AND 21.56.1606. WITNESS MY HAND AND SEAL THIS 26 DAY OF MAY, A.D., 2020.

*Seaver*  
PROFESSIONAL LAND SURVEYOR - L-4571

I, SEAN R. SEEVER, CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

*Seaver*  
PROFESSIONAL LAND SURVEYOR - L-4571

I, SEAN R. SEEVER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OR OTHER REFERENCE SOURCE \_\_\_\_\_). THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OR OTHER REFERENCE SOURCE \_\_\_\_\_. THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). WITNESS MY HAND AND SEAL THIS 26 DAY OF MAY, 2020.

*Seaver*  
PROFESSIONAL LAND SURVEYOR - L-4571



REVISIONS

PROJECT NAME  
**MONCURE HILLS SUBDIVISION**

EXISTING CONDITIONS

CLIENT



639 Executive Place, Suite 400  
Fayetteville, North Carolina 28305  
Phone: (910) 481-0503  
Fax: (910) 964-9089

PROJECT INFORMATION

SURVEYED BY:	MIKE
DRAWN BY:	SEAN
CHECKED BY:	JIMMY
PROJECT NUMBER:	1463

DRAWING SCALE

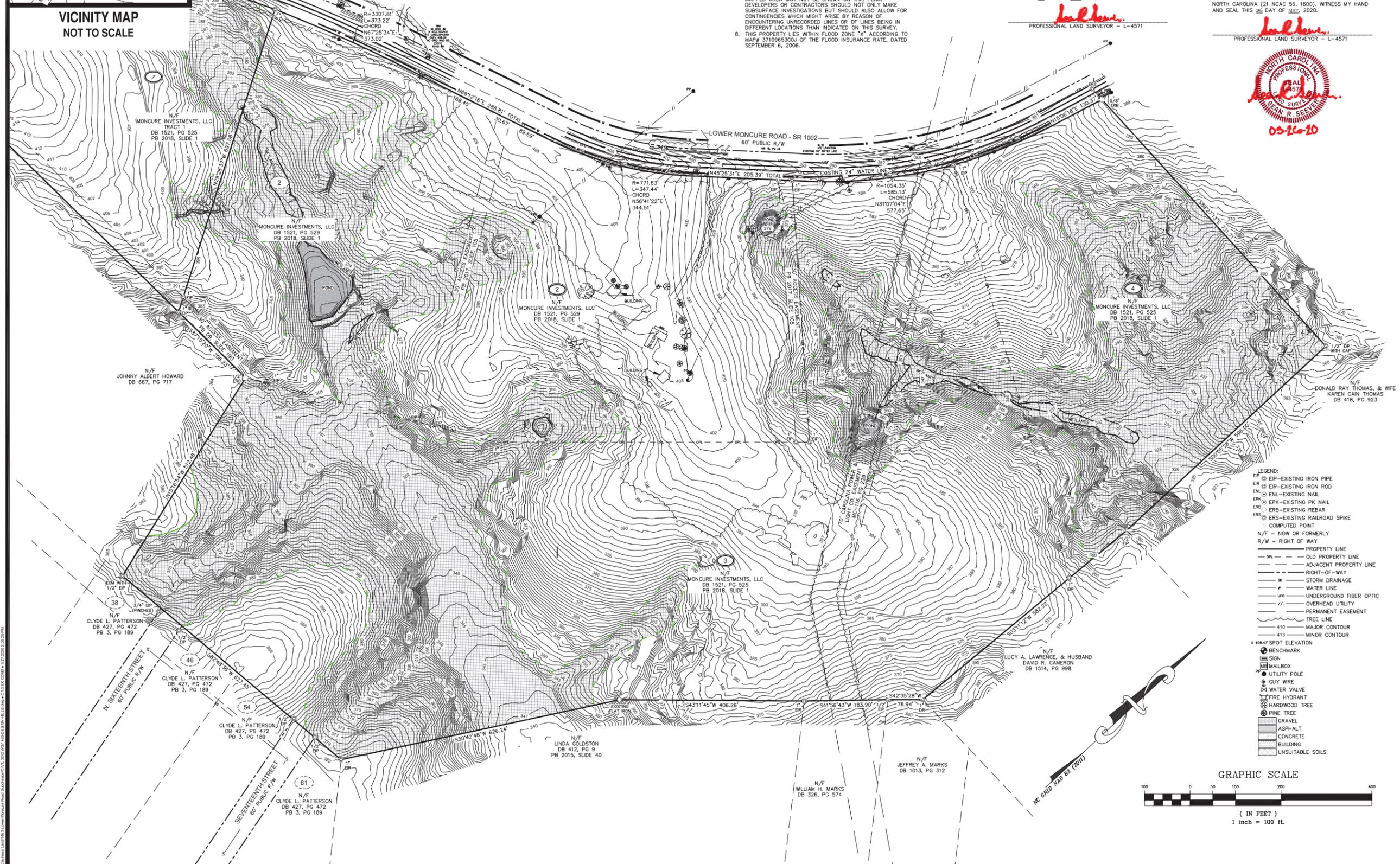
HORIZONTAL: 1"=100'

DATE SURVEYED

JANUARY 16, 2019

SHEET NUMBER

**C-1.0**



I:\Caviness Land\463\Lower Moncure Hills Subdivision\DWG\463-001-001.dwg, C:\0107\CONTR\4-27-2020\2-30-20.dwg  
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SITE DATA	
DEVELOPER	CAVINESS LAND
MAILING ADDRESS	639 EXECUTIVE PLACE, SUITE 400
CITY, STATE	FAYETTEVILLE, NORTH CAROLINA 28305
PIN NUMBER	9653-33-8524-00
TOWNSHIP	EAST SANFORD
TOTAL SITE ACREAGE	62.44 AC
ACREAGE TO BE DEVELOPED	62.44 AC
ZONING	R-20 & RR
EXISTING USE	UNDEVELOPED
PROPOSED USE	RESIDENTIAL
DISTURBED/DENIED AREA	11.53 AC
NUMBER OF LOTS	50 (50 RESIDENTIAL & 4 CA LOTS)
SETBACKS REQUIRED:	R-20 RR
FRONT	30 FT 30 FT
SIDE	15 FT 15 FT
REAR	30 FT 30 FT

REVISIONS

SITE NOTES

- EXISTING UNDERGROUND UTILITIES ARE SHOWN ONLY WHERE EVIDENCE COULD BE FOUND TO VERIFY LOCATION. PRIOR TO CONSTRUCTION OR EXCAVATION OF THE SITE, THE GENERAL CONTRACTOR SHALL VERIFY ALL UTILITY COMPANIES TO VERIFY THE LOCATION OF THEIR RESPECTIVE UTILITIES. ALL DAMAGE INCURRED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL BE REPAIRED AT THE GENERAL CONTRACTOR'S EXPENSE.
- ASPHALT AND BASE TYPE SHALL BE PER THE DETAILS.
- HANDICAP RAMPS, SIGNAGE AND PARKING SPACES SHALL BE PROVIDED BY THE CONTRACTOR AND INSTALLED PER FEDERAL ADA AND LOCAL REQUIREMENTS.
- ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
- PARKING STALLS MUST BE STRIPED WITH A 4 INCH CONTRASTING STRIPE (YELLOW ON CONCRETE AND YELLOW OR WHITE ON ASPHALT PARKING LOT).
- HANDICAP PARKING SPACES ARE TO BE DESIGNATED BY BLUE STRIPING AND EITHER A BLUE SYMBOL ON A WHITE BACKGROUND OR A WHITE SYMBOL ON A BLUE BACKGROUND. ALL HANDICAP PARKING STALLS REQUIRE THE INSTALLATION OF THE PROPER SIGNAGE.
- ALL PARKING SPACES ARE TO BE LAID OUT IN ACCORDANCE WITH THE SITE PLAN DIMENSIONS.
- ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS.
- ALL SITE IMPROVEMENTS SHALL BE INSTALLED PER LEE COUNTY AND STATE REGULATIONS.
- DRAINAGE EASEMENTS OUTSIDE OF RIGHT-OF-WAY TO BE MAINTAINED BY OWNER OF PROPERTY BURDENED BY THE EASEMENT.

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

**OVERALL SITE PLAN**

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
 Phone: (910) 481-0503  
 Fax: (910) 964-9089

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

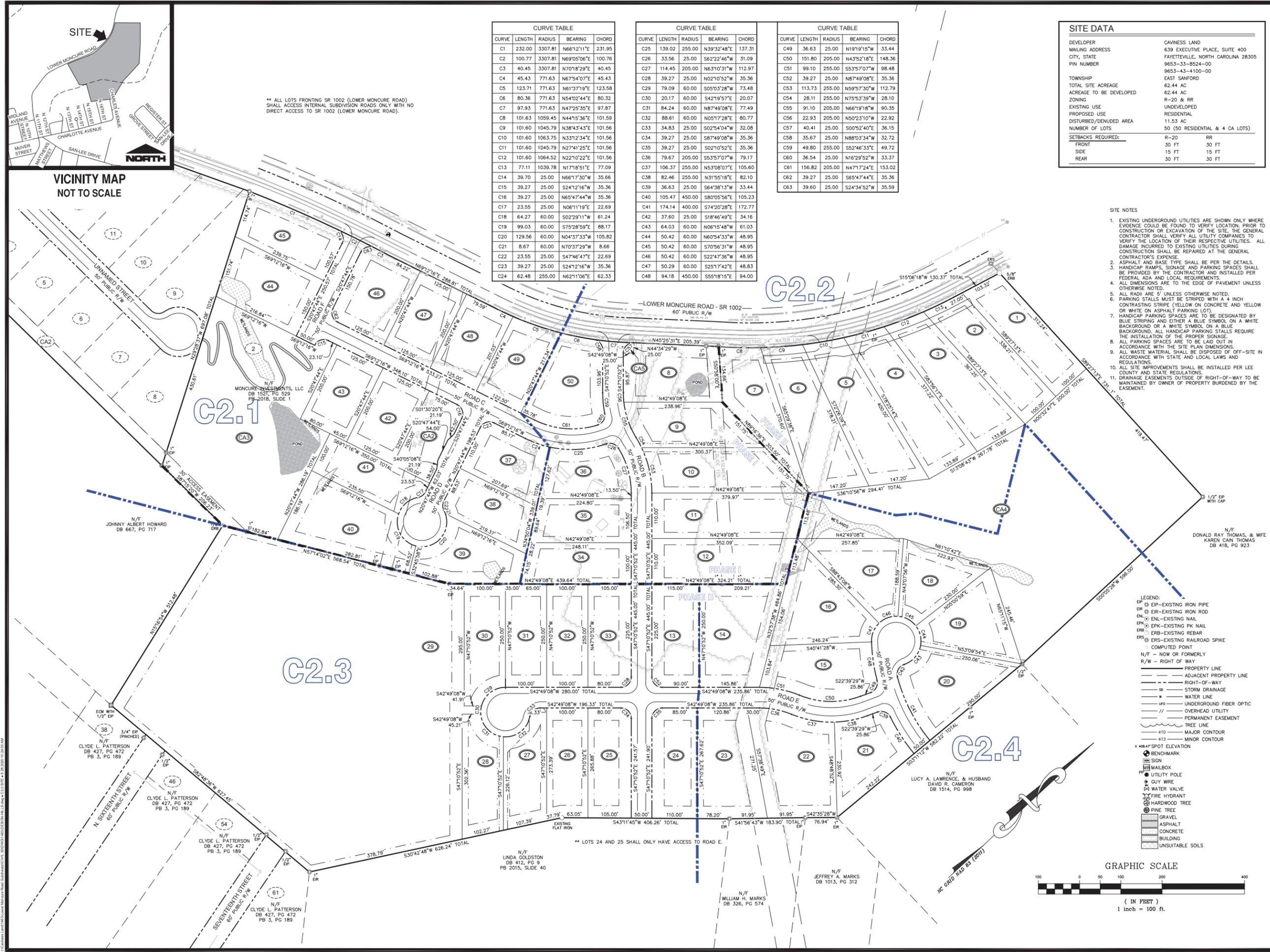
HORIZONTAL: 1"=100'

DATE RELEASED

MAY 26, 2020

SHEET NUMBER

**C-2.0**



\*\* ALL LOTS FRONTING SR 1002 (LOWER MONCURE ROAD) SHALL ACCESS INTERNAL SUBDIVISION ROADS ONLY WITH NO DIRECT ACCESS TO SR 1002 (LOWER MONCURE ROAD).

\*\* LOTS 24 AND 25 SHALL ONLY HAVE ACCESS TO ROAD E.

N/F LINDA GOLDSTON  
 DB 412, PG 9  
 PB 2015, SLIDE 40

N/F WILLIAM H. MARKS  
 DB 326, PG 574

N/F JEFFREY A. MARKS  
 DB 1013, PG 312

N/F LUCY A. LAWRENCE, & HUSBAND  
 DAVID R. CAMERON  
 DB 1314, PG 998

N/F JOHNNY ALBERT HOWARD  
 DB 667, PG 717

N/F DONALD RAY THOMAS, & WIFE  
 KAREN CAIN THOMAS  
 DB 415, PG 923

N/F CLYDE L. PATTERSON  
 DB 427, PG 472  
 PB 3, PG 189

N/F CLYDE L. PATTERSON  
 DB 427, PG 472  
 PB 3, PG 189

N/F CLYDE L. PATTERSON  
 DB 427, PG 472  
 PB 3, PG 189

N/F CLYDE L. PATTERSON  
 DB 427, PG 472  
 PB 3, PG 189

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- LEGEND:
- EP ⊗ EIP-EXISTING IRON PIPE
  - ER ⊗ EIR-EXISTING IRON ROD
  - EN ⊗ ENL-EXISTING NAIL
  - EPK ⊗ EPK-EXISTING PK NAIL
  - ERB ⊗ ERB-EXISTING REBAR
  - ERS ⊗ ERS-EXISTING RAILROAD SPIKE
  - ⊙ COMPUTED POINT
  - N/F - NOW OR FORMERLY
  - R/W - RIGHT OF WAY
  - PROPERTY LINE
  - - - ADJACENT PROPERTY LINE
  - - - RIGHT-OF-WAY
  - sd- STORM DRAINAGE
  - w- WATER LINE
  - uo- UNDERGROUND FIBER OPTIC
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  - - - PERMANENT EASEMENT
  - - - TREE LINE
  - 410 MAJOR CONTOUR
  - 413 MINOR CONTOUR
  - x 408.47 SPOT ELEVATION
  - ⊕ BENCHMARK
  - ⊠ SIGN
  - ⊠ MAILBOX
  - ⊠ UTILITY POLE
  - ⊠ GUY WIRE
  - ⊠ WATER VALVE
  - ⊠ FIRE HYDRANT
  - ⊠ HARDWOOD TREE
  - ⊠ PINE TREE
  - ▨ GRAVEL
  - ▨ ASPHALT
  - ▨ CONCRETE
  - ▨ BUILDING
  - ▨ UNSUITABLE SOILS

REVISIONS

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

**DETAILED SITE PLAN**

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
 Phone: (910) 481-0503  
 Fax: (910) 964-9089

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

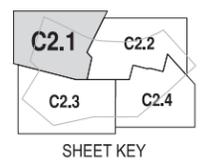
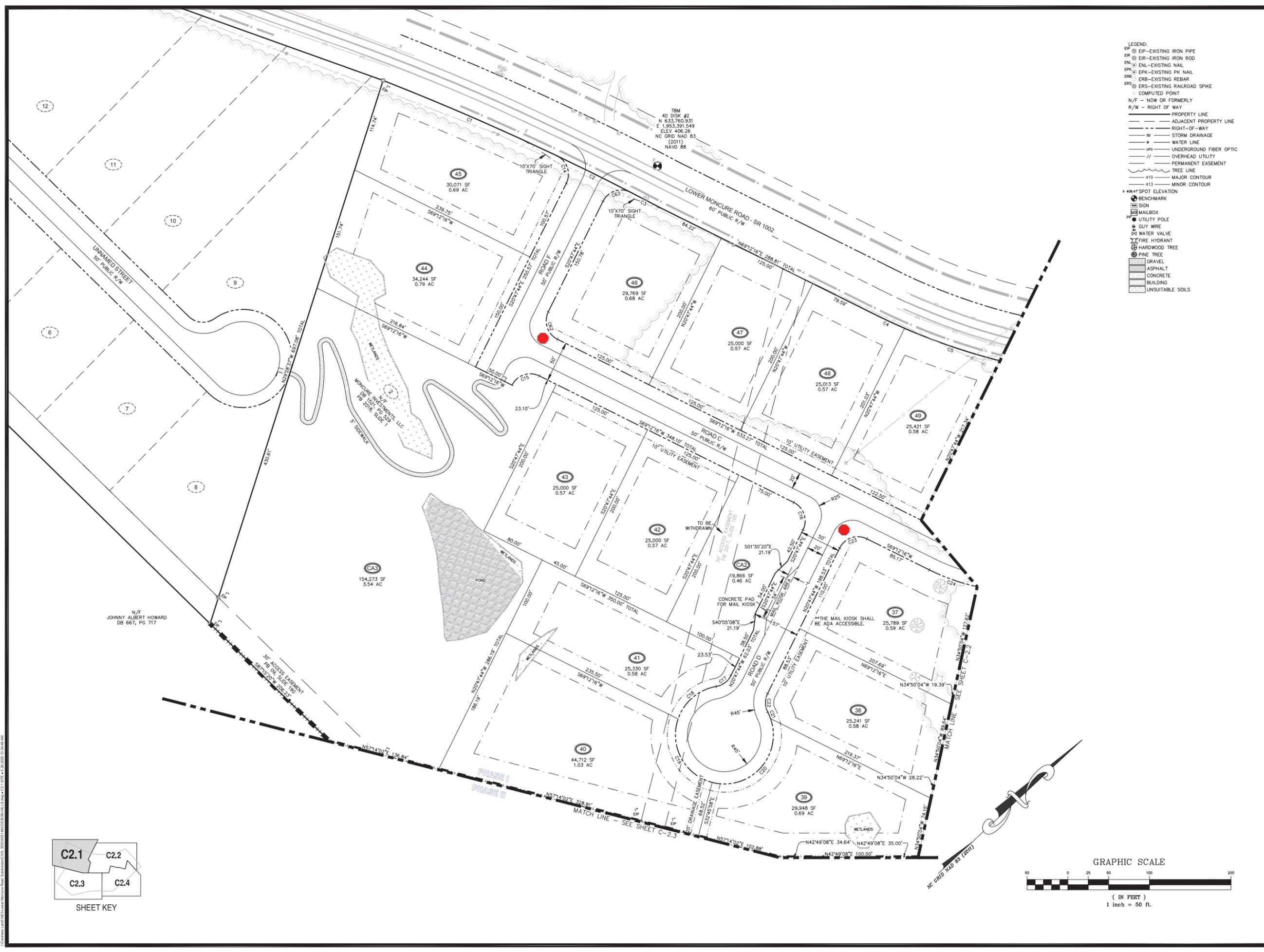
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DATE RELEASED

MAY 26, 2020

SHEET NUMBER

**C-2.1**



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REVISIONS

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

DETAILED SITE PLAN

CLIENT



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 Fayetteville, North Carolina 28305  
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PROJECT INFORMATION

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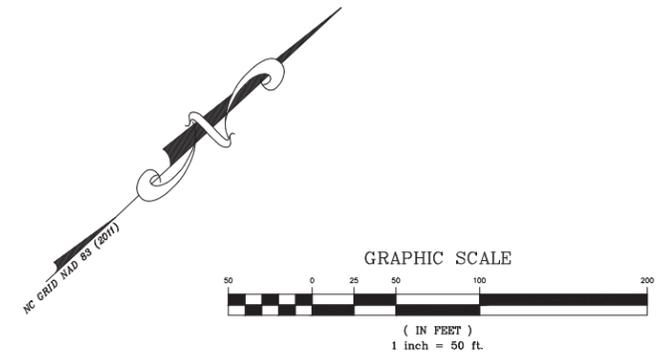
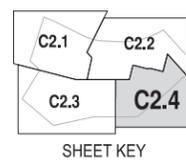
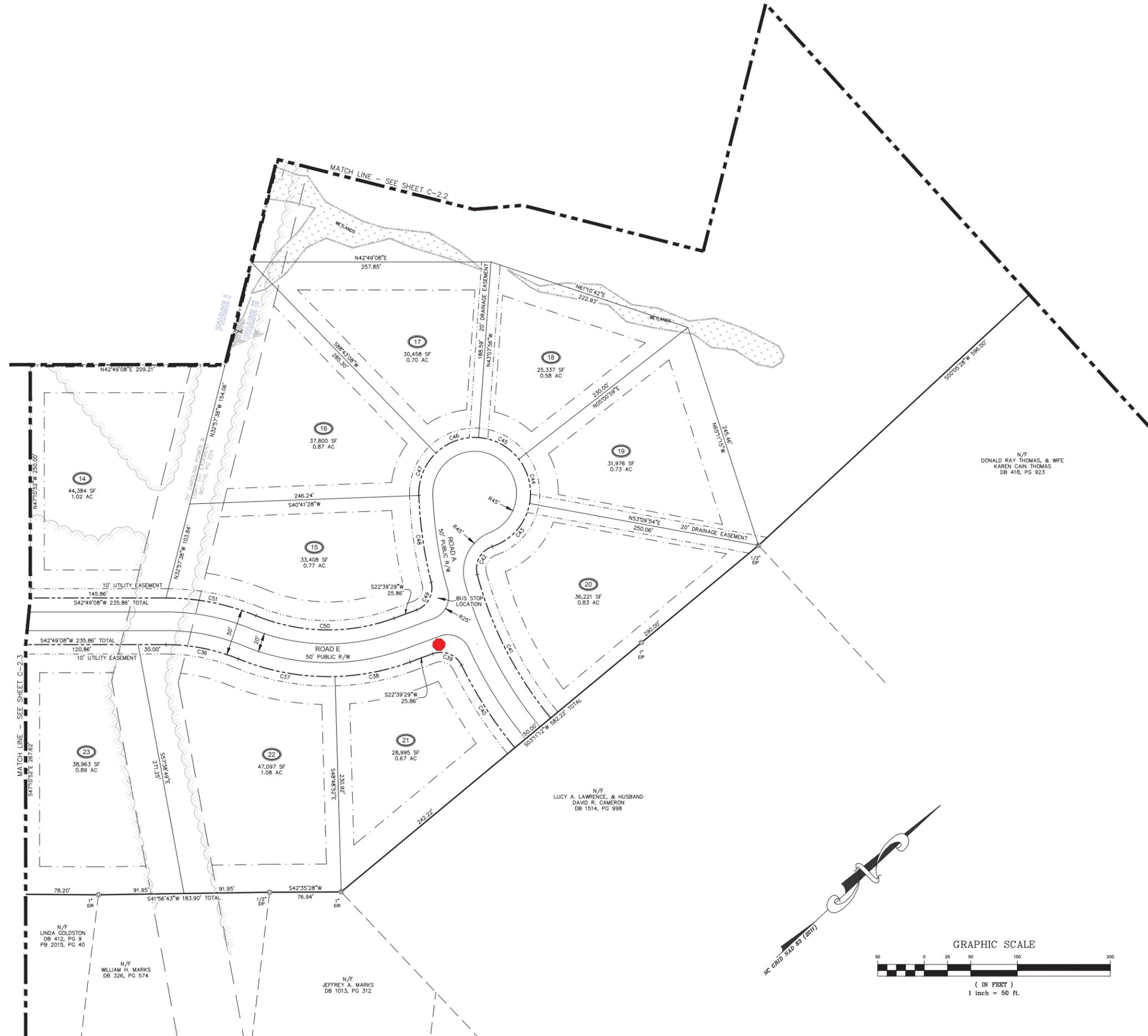
DATE RELEASED

MAY 26, 2020

SHEET NUMBER

**C-2.4**

- LEGEND:**
- ⊙ EIP—EXISTING IRON PIPE
  - ⊙ EIR—EXISTING IRON ROD
  - ⊙ ENL—EXISTING NAIL
  - ⊙ EPK—EXISTING PK NAIL
  - ⊙ ERB—EXISTING REBAR
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  - ⊙ PINE TREE
  - ▨ GRAVEL
  - ▨ ASPHALT
  - ▨ CONCRETE
  - ▨ BUILDING
  - ▨ UNSUITABLE SOILS



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REVISIONS

PROJECT NAME

MONCURE HILLS SUBDIVISION

OVERALL GRADING AND EROSION CONTROL PLAN

CLIENT



639 Executive Place, Suite 400
Fayetteville, North Carolina 28305
Phone: (910) 481-0503
Fax: (910) 964-9089

PROJECT INFORMATION

Table with columns: DESIGNED BY, DRAWN BY, CHECKED BY, PROJECT NUMBER. Values: CALEB, CALEB, SCOTT, 1463

DRAWING SCALE

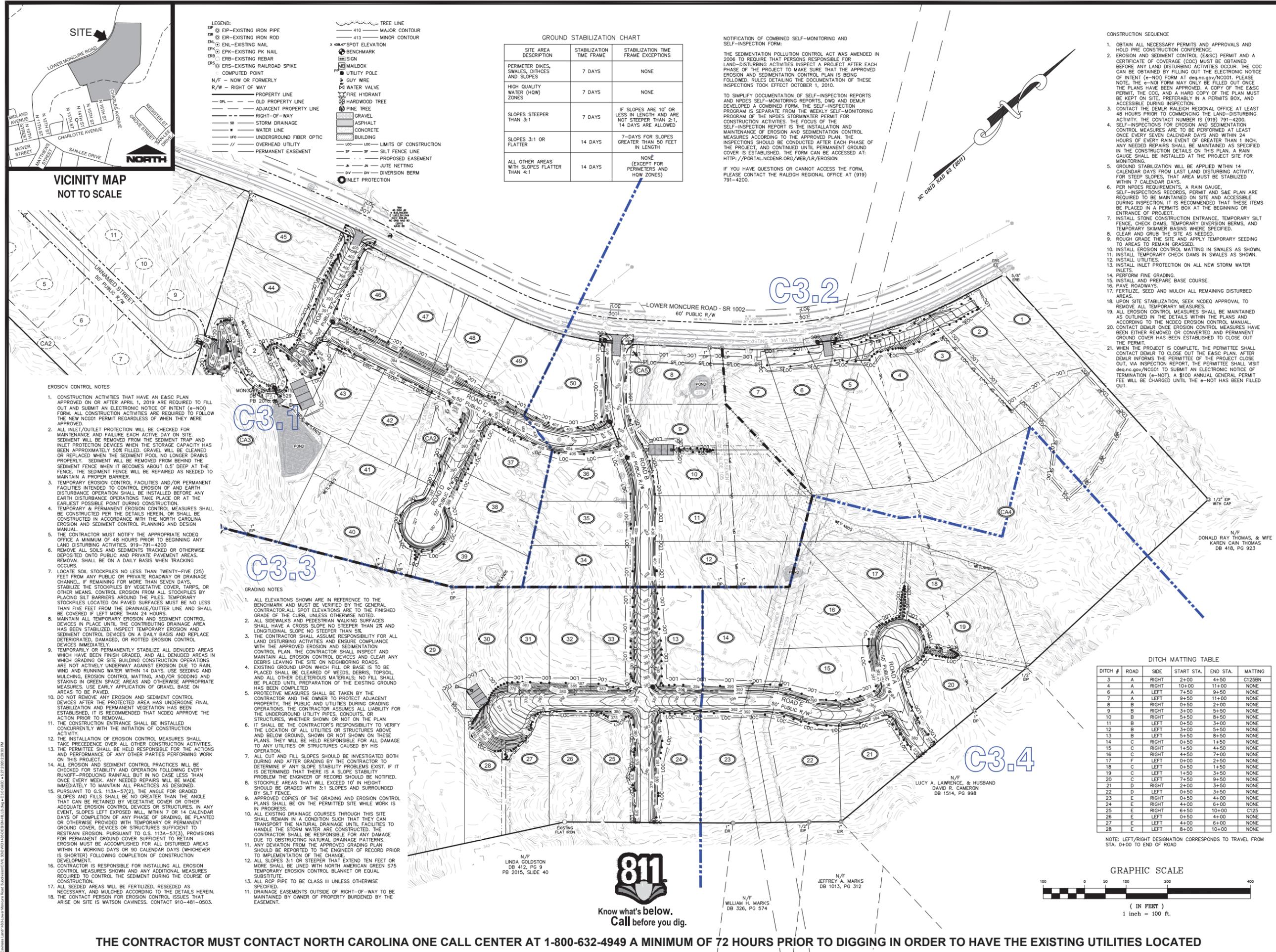
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SHEET NUMBER

C-3.0



LEGEND: EP, ER, ENL, EPK, ERB, ERS, N/F, R/W, etc. symbols for existing infrastructure and proposed features.

GROUND STABILIZATION CHART: Table with columns SITE AREA DESCRIPTION, STABILIZATION TIME FRAME, STABILIZATION TIME FRAME EXCEPTIONS.

NOTIFICATION OF COMBINED SELF-MONITORING AND SELF-INSPECTION FORM. THE SEDIMENTATION POLLUTION CONTROL ACT WAS AMENDED IN 2006 TO REQUIRE THAT PERSONS RESPONSIBLE FOR LAND-DISTURBING ACTIVITIES INSPECT A PROJECT AFTER EACH PHASE OF THE PROJECT TO MAKE SURE THAT THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN IS BEING FOLLOWED...

- CONSTRUCTION SEQUENCE: 1. OBTAIN ALL NECESSARY PERMITS AND APPROVALS AND HOLD PRE-CONSTRUCTION CONFERENCE. 2. EROSION AND SEDIMENT CONTROL (E&S) PERMIT AND A CERTIFICATE OF COVERAGE (COC) MUST BE OBTAINED BEFORE ANY LAND DISTURBING ACTIVITIES OCCUR...

EROSION CONTROL NOTES

- 1. CONSTRUCTION ACTIVITIES THAT HAVE AN E&S PLAN APPROVED ON OR AFTER APRIL 1, 2019 ARE REQUIRED TO FILL OUT AND SUBMIT AN ELECTRONIC NOTICE OF INTENT (e-NOI) FORM. ALL CONSTRUCTION ACTIVITIES ARE REQUIRED TO FOLLOW THE NEW NCGO1 PERMIT REGARDLESS OF WHEN THEY WERE APPROVED.

GRADING NOTES

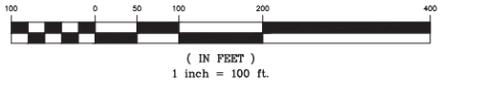
- 1. ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE BENCHMARK AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR. ALL SPOT ELEVATIONS ARE TO THE FINISHED GRADE OF THE CURB, UNLESS OTHERWISE NOTED.

DITCH MATTING TABLE

Table with columns: DITCH #, ROAD, SIDE, START STA., END STA., MATTING. Lists ditch matting specifications for various roads.

NOTE: LEFT/RIGHT DESIGNATION CORRESPONDS TO TRAVEL FROM STA. 0+00 TO END OF ROAD

GRAPHIC SCALE



Know what's below. Call before you dig.

THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED



REVISIONS

- 1. CONSTRUCTION ACTIVITIES THAT HAVE AN E&SC PLAN APPROVED ON OR AFTER APRIL 1, 2019 ARE REQUIRED TO...

PROJECT NAME

MONCURE HILLS SUBDIVISION

DETAILED GRADING AND EROSION CONTROL PLAN

CLIENT



639 Executive Place, Suite 400
Fayetteville, North Carolina 28305
Phone: (910) 481-0503
Fax: (910) 964-9089

PROJECT INFORMATION

Table with 2 columns: Field (DESIGNED BY, DRAWN BY, CHECKED BY, PROJECT NUMBER) and Value (CALEB, CALEB, SCOTT, 1463)

DRAWING SCALE

HORIZONTAL: 1"=50'

DATE RELEASED

MAY 26, 2020

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C-3.1

- CONSTRUCTION SEQUENCE
1. OBTAIN ALL NECESSARY PERMITS AND APPROVALS AND HOLD PRE CONSTRUCTION CONFERENCE.
2. EROSION AND SEDIMENT CONTROL (E&SC) PERMIT AND A CERTIFICATE OF COVERAGE (COC) MUST BE OBTAINED...

- GRADING NOTES
1. ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE BENCHMARK AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR...

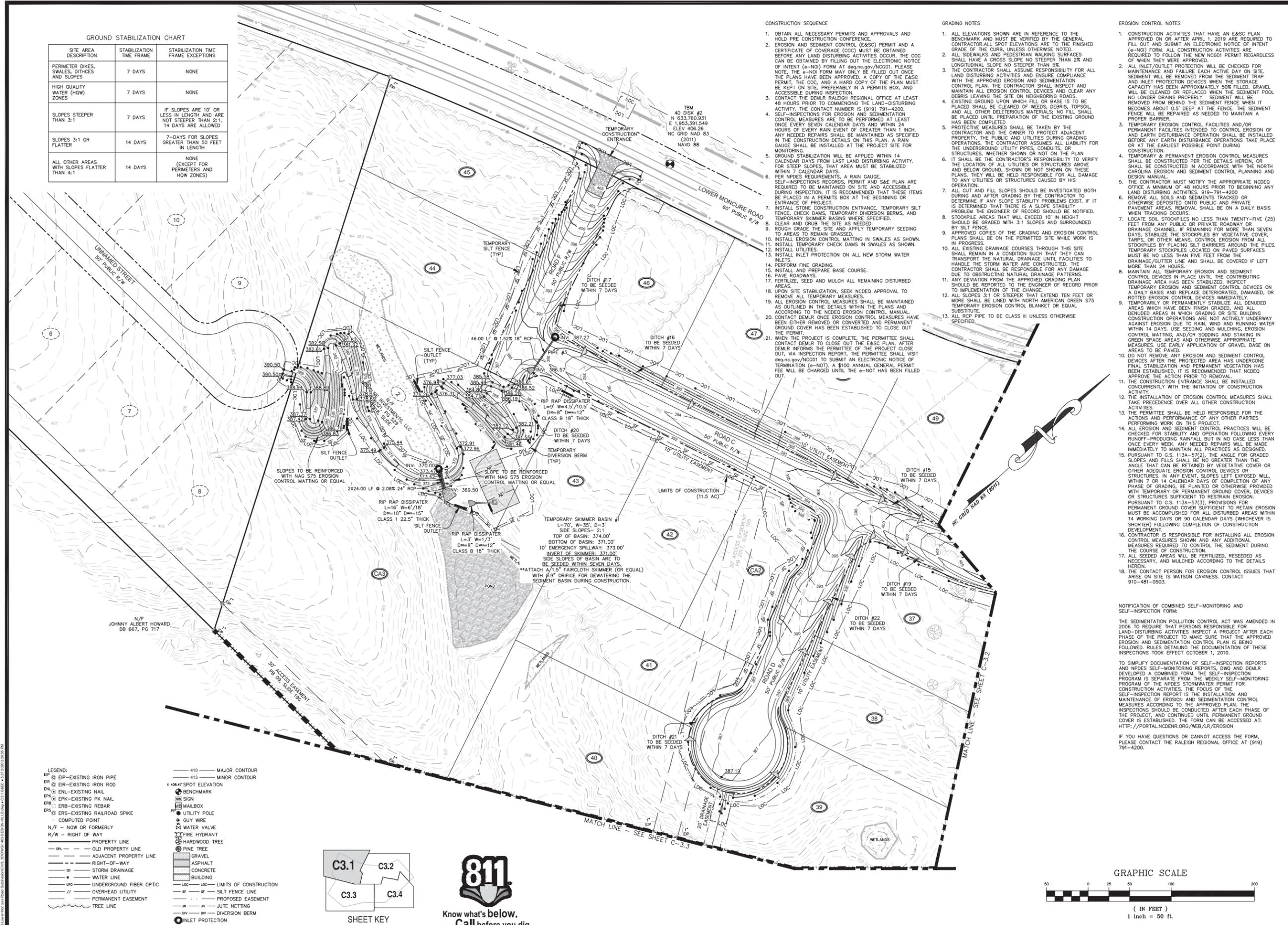
- EROSION CONTROL NOTES
1. CONSTRUCTION ACTIVITIES THAT HAVE AN E&SC PLAN APPROVED ON OR AFTER APRIL 1, 2019 ARE REQUIRED TO FILL OUT AND SUBMIT AN ELECTRONIC NOTICE OF INTENT (e-NOTI) FORM...

NOTIFICATION OF COMBINED SELF-MONITORING AND SELF-INSPECTION FORM:
THE SEDIMENTATION POLLUTION CONTROL ACT WAS AMENDED IN 2006 TO REQUIRE THAT PERSONS RESPONSIBLE FOR LAND-DISTURBING ACTIVITIES INSPECT A PROJECT AFTER EACH PHASE OF THE PROJECT...

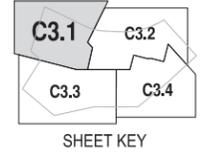
IF YOU HAVE QUESTIONS OR CANNOT ACCESS THE FORM, PLEASE CONTACT THE RALEIGH REGIONAL OFFICE AT (919) 791-4200.

GROUND STABILIZATION CHART

Table with 3 columns: SITE AREA DESCRIPTION, STABILIZATION TIME FRAME, STABILIZATION TIME FRAME EXCEPTIONS



- LEGEND:
EP - EXISTING IRON PIPE
EN - EXISTING IRON ROD
ENL - EXISTING NAIL
EPK - EXISTING PK NAIL
ERB - EXISTING REBAR
ERS - EXISTING RAILROAD SPIKE
C - COMPUTED POINT
N/F - NOW OR FORMERLY
R/W - RIGHT OF WAY
P - PROPERTY LINE
OP - OLD PROPERTY LINE
RW - RIGHT-OF-WAY
SD - STORM DRAINAGE
WL - WATER LINE
UF - UNDERGROUND FIBER OPTIC
OU - OVERHEAD UTILITY
PE - PERMANENT EASEMENT
TL - TREE LINE
410 - MAJOR CONTOUR
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408.47' - SPOT ELEVATION
B - BENCHMARK
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F - FIRE HYDRANT
H - HARDWOOD TREE
P - PINE TREE
G - GRAVEL
A - ASPHALT
C - CONCRETE
B - BUILDING
L - LIMITS OF CONSTRUCTION
S - SILT FENCE LINE
E - PROPOSED EASEMENT
J - JUTE NETTING
D - DIVERSION BERM
I - INLET PROTECTION



Know what's below. Call before you dig.

THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED



REVISIONS

PROJECT NAME

MONCURE HILLS SUBDIVISION

DETAILED GRADING AND EROSION CONTROL PLAN

CLIENT



639 Executive Place, Suite 400  
Fayetteville, North Carolina 28305  
Phone: (910) 481-0503  
Fax: (910) 964-9089

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

HORIZONTAL: 1"=50'

DATE RELEASED

MAY 26, 2020

SHEET NUMBER

C-3.2

EROSION CONTROL NOTES

- CONSTRUCTION ACTIVITIES THAT HAVE AN E&SC PLAN APPROVED ON OR AFTER APRIL 1, 2019 ARE REQUIRED TO FILL OUT AND SUBMIT AN ELECTRONIC NOTICE OF INTENT (e-NOT) FORM. ALL CONSTRUCTION ACTIVITIES ARE REQUIRED TO FOLLOW THE NEW NCGO PERMIT REGARDLESS OF WHEN THEY WERE APPROVED.
- ALL INLET/OUTLET PROTECTION WILL BE CHECKED FOR MAINTENANCE AND FAILURE EACH ACTIVE DAY ON SITE. SEDIMENT WILL BE REMOVED FROM THE SEDIMENT TRAP AND INLET PROTECTION DEVICES WHEN THE STORAGE CAPACITY HAS BEEN APPROXIMATELY 50% FILLED. GRAVEL WILL BE CLEANED OR REPLACED WHEN THE SEDIMENT POOL NO LONGER DRAINS PROPERLY. SEDIMENT WILL BE REMOVED FROM BEHIND THE SEDIMENT FENCE WHEN IT BECOMES ABOUT 0.5' DEEP AT THE FENCE. THE SEDIMENT FENCE WILL BE REPAIRED AS NEEDED TO MAINTAIN A PROPER BARRIER.
- TEMPORARY EROSION CONTROL FACILITIES AND/OR PERMANENT FACILITIES INTENDED TO CONTROL EROSION OF EARTH DISTURBANCE OPERATION SHALL BE INSTALLED BEFORE ANY EARTH DISTURBANCE OPERATIONS TAKE PLACE OR AT THE EARLIEST POSSIBLE POINT DURING CONSTRUCTION.
- TEMPORARY & PERMANENT EROSION CONTROL MEASURES SHALL BE CONSTRUCTED PER THE DETAILS HEREIN, OR SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.
- THE CONTRACTOR MUST NOTIFY THE APPROPRIATE NCEDE OFFICE A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY LAND DISTURBING ACTIVITIES. 919-791-4200
- REMOVE ALL SOILS AND SEDIMENTS TRACKED OR OTHERWISE DEPOSITED ONTO PUBLIC AND PRIVATE PAVEMENT AREAS.

REMOVAL SHALL BE ON A DAILY BASIS WHEN TRACKING OCCURS.

- LOCATE SOIL STOCKPILES NO LESS THAN TWENTY-FIVE (25) FEET FROM ANY PUBLIC OR PRIVATE ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN SEVEN DAYS, STABILIZE THE STOCKPILES BY VEGETATIVE COVER, TARPES, OR OTHER MEANS. CONTROL EROSION FROM ALL STOCKPILES BY PLACING SILT BARRIERS AROUND THE FILES. TEMPORARY STOCKPILES LOCATED ON PAVED SURFACES MUST BE NO LESS THAN FIVE FEET FROM THE DRAINAGE/GUTTER LINE AND SHALL BE COVERED IF LEFT MORE THAN 24 HOURS.
- MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS AND REPLACE DETRIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY.
- TEMPORARILY OR PERMANENTLY STABILIZE ALL DENUDED AREAS WHICH HAVE BEEN FINISH GRADED, AND ALL DENUDED AREAS IN WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER WITHIN 14 DAYS. USE SEEDING AND MULCHING, EROSION CONTROL MATTING, AND/OR SODDING AND STAKING IN GREEN SPACES AREAS AND OTHERWISE APPROPRIATE MEASURES. USE EARLY APPLICATION OF GRAVEL BASE ON AREAS TO BE PAVED.
- DO NOT REMOVE ANY EROSION AND SEDIMENT CONTROL DEVICES AFTER THE PROTECTED AREA HAS UNDERGONE FINAL STABILIZATION AND PERMANENT VEGETATION HAS BEEN ESTABLISHED. IT IS RECOMMENDED THAT NCEDE APPROVE THE ACTION PRIOR TO REMOVAL.
- THE CONSTRUCTION ENTRANCE SHALL BE INSTALLED CONCURRENTLY WITH THE INITIATION OF CONSTRUCTION

ACTIVITY.

- THE INSTALLATION OF EROSION CONTROL MEASURES SHALL TAKE PRECEDENCE OVER ALL OTHER CONSTRUCTION ACTIVITIES.
- THE PERMITTEE SHALL BE HELD RESPONSIBLE FOR THE ACTIONS AND PERFORMANCE OF ANY OTHER PARTIES PERFORMING WORK ON THIS PROJECT.
- ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
- PURSUANT TO G.S. 113A-57(2), THE ANGLE FOR GRADED SLOPES AND FILLS SHALL BE NO GREATER THAN THE ANGLE THAT CAN BE RETAINED BY VEGETATIVE COVER OR OTHER ADEQUATE EROSION CONTROL DEVICES OR STRUCTURES. IN ANY EVENT, SLOPES LEFT EXPOSED WILL, WITHIN 7 OR 14 CALENDAR DAYS OF COMPLETION OF ANY PHASE OF GRADING, BE PLANTED OR OTHERWISE PROVIDED WITH TEMPORARY OR PERMANENT GROUND COVER, DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION, PURSUANT TO G.S. 113A-57(3). PROVISIONS FOR PERMANENT GROUND COVER SUFFICIENT TO RETAIN EROSION MUST BE ACCOMPLISHED FOR ALL DISTURBED AREAS WITHIN 14 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION DEVELOPMENT.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL EROSION CONTROL MEASURES SHOWN AND ANY ADDITIONAL MEASURES REQUIRED TO CONTROL THE SEDIMENT DURING THE COURSE OF CONSTRUCTION.
- ALL SEEDING AREAS WILL BE FERTILIZED, RESEED AS NECESSARY, AND MULCHED ACCORDING TO THE DETAILS HEREIN.
- THE CONTACT PERSON FOR EROSION CONTROL ISSUES THAT ARISE ON SITE IS WATSON CAVINESS. CONTACT 910-481-0503.

NOTIFICATION OF COMBINED SELF-MONITORING AND SELF-INSPECTION FORM:

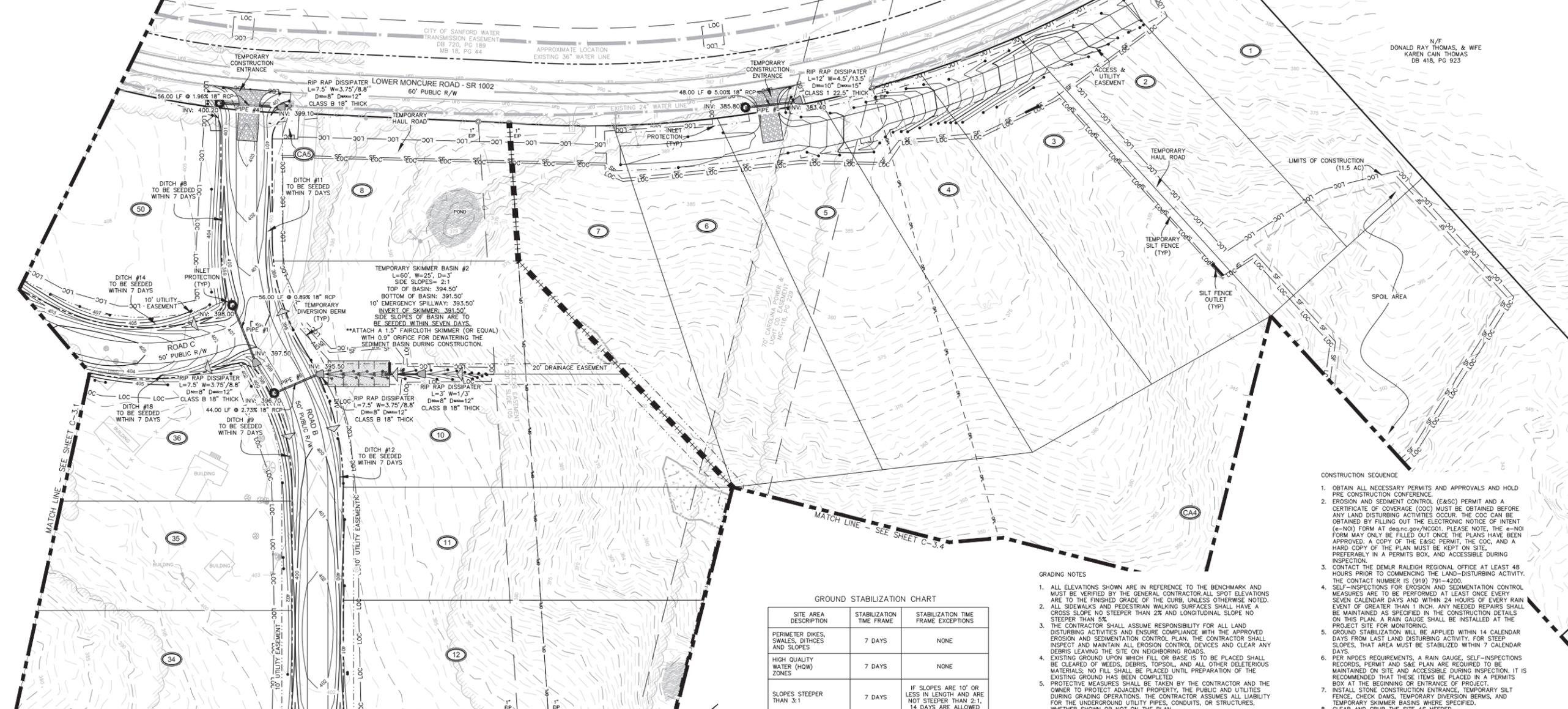
THE SEDIMENTATION POLLUTION CONTROL ACT WAS AMENDED IN 2006 TO REQUIRE THAT PERSONS RESPONSIBLE FOR LAND-DISTURBING ACTIVITIES INSPECT A PROJECT AFTER EACH PHASE OF THE PROJECT TO MAKE SURE THAT THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN IS BEING FOLLOWED. RULES DETAILING THE DOCUMENTATION OF THESE INSPECTIONS TOOK EFFECT OCTOBER 1, 2010.

TO SIMPLIFY DOCUMENTATION OF SELF-INSPECTION REPORTS AND NPDES SELF-MONITORING REPORTS, DWO AND DEMLR DEVELOPED A COMBINED FORM. THE SELF-INSPECTION PROGRAM IS SEPARATE FROM THE WEEKLY SELF-MONITORING PROGRAM OF THE NPDES STORMWATER PERMIT FOR CONSTRUCTION ACTIVITIES. THE FOCUS OF THE SELF-INSPECTION REPORT IS THE INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROL MEASURES ACCORDING TO THE APPROVED PLAN. THE INSPECTIONS SHOULD BE CONDUCTED AFTER EACH PHASE OF THE PROJECT, AND CONTINUED UNTIL PERMANENT GROUND COVER IS ESTABLISHED. THE FORM CAN BE ACCESSED AT: HTTP://PORTAL.NCDEM.ORG/WEB/LR/EROSION

IF YOU HAVE QUESTIONS OR CANNOT ACCESS THE FORM, PLEASE CONTACT THE RALEIGH REGIONAL OFFICE AT (919) 791-4200.

LEGEND:

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- EN - EXISTING IRON PIPE
- ENL - EXISTING NAIL
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- SD - STORM DRAINAGE
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- PINE TREE
- GRAVEL
- ASPHALT
- CONCRETE
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- SF - SILT FENCE LINE
- PE - PROPOSED EASEMENT
- JN - JUTE NETTING
- DIV - DIVERSION BERM
- INLET PROTECTION

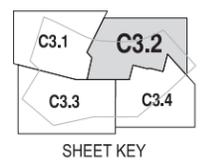
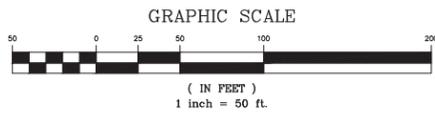


GRADING NOTES

- ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE BENCHMARK AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR. ALL SPOT ELEVATIONS ARE TO THE FINISHED GRADE OF THE CURB, UNLESS OTHERWISE NOTED.
- ALL SIDEWALKS AND PEDESTRIAN WALKING SURFACES SHALL HAVE A CROSS SLOPE NO STEEPER THAN 2% AND LONGITUDINAL SLOPE NO STEEPER THAN 5%.
- THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ALL LAND DISTURBING ACTIVITIES AND ENSURE COMPLIANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN. THE CONTRACTOR SHALL INSPECT AND MAINTAIN ALL EROSION CONTROL DEVICES AND CLEAR ANY DEBRIS LEAVING THE SITE ON NEIGHBORING ROADS.
- EXISTING GROUND UPON WHICH FILL OR BASE IS TO BE PLACED SHALL BE CLEARED OF WEEDS, DEBRIS, TOPSOIL, AND ALL OTHER DELETERIOUS MATERIALS. NO FILL SHALL BE PLACED UNTIL PREPARATION OF THE EXISTING GROUND HAS BEEN COMPLETED.
- PROTECTIVE MEASURES SHALL BE TAKEN BY THE CONTRACTOR AND THE OWNER TO PROTECT ADJACENT PROPERTY, THE PUBLIC AND UTILITIES DURING GRADING OPERATIONS. THE CONTRACTOR ASSUMES ALL LIABILITY FOR THE UNDERGROUND UTILITY PIPES, CONDUITS, OR STRUCTURES, WHETHER SHOWN OR NOT ON THE PLAN.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES OR STRUCTURES ABOVE AND BELOW GROUND, SHOWN OR NOT SHOWN ON THESE PLANS. THEY WILL BE HELD RESPONSIBLE FOR ALL DAMAGE TO ANY UTILITIES OR STRUCTURES CAUSED BY HIS OPERATION.
- ALL CUT AND FILL SLOPES SHOULD BE INVESTIGATED BOTH DURING AND AFTER GRADING BY THE CONTRACTOR TO DETERMINE IF ANY SLOPE STABILITY PROBLEMS EXIST. IF IT IS DETERMINED THAT THERE IS A SLOPE STABILITY PROBLEM THE ENGINEER OF RECORD SHOULD BE NOTIFIED.
- STOCKPILE AREAS THAT WILL EXCEED 10' IN HEIGHT SHOULD BE GRADED WITH 3:1 SLOPES AND SURROUNDED BY SILT FENCE.
- APPROVED AREAS OF THE GRADING AND EROSION CONTROL PLANS SHALL BE ON THE PERMITTED SITE WHILE WORK IS IN PROGRESS.
- ALL EXISTING DRAINAGE COURSES THROUGH THIS SITE SHALL REMAIN IN A CONDITION SUCH THAT THEY CAN TRANSPORT THE NATURAL DRAINAGE FACILITIES TO HANDLE THE STORED WATER ARE CONSTRUCTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL DRAINAGE PATTERNS.
- ANY DEVIATION FROM THE APPROVED GRADING PLAN SHOULD BE REPORTED TO THE ENGINEER OF RECORD PRIOR TO IMPLEMENTATION OF THE CHANGE.
- SLOPES 3:1 OR STEEPER THAT EXCEED TEN FEET OR MORE SHALL BE LINED WITH NORTH AMERICAN GREEN S75 TEMPORARY EROSION CONTROL BLANKET OR EQUAL SUBSTITUTE.
- ALL RCP PIPE TO BE CLASS III UNLESS OTHERWISE SPECIFIED.

GROUND STABILIZATION CHART

SITE AREA DESCRIPTION	STABILIZATION TIME FRAME	STABILIZATION TIME FRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED
SLOPES 3:1 OR FLATTER	14 DAYS	7-DAYS FOR SLOPES GREATER THAN 50 FEET IN LENGTH
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE (EXCEPT FOR PERIMETERS AND HOW ZONES)



THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED



REVISIONS

PROJECT NAME

MONCURE HILLS SUBDIVISION

DETAILED GRADING AND EROSION CONTROL PLAN

CLIENT



639 Executive Place, Suite 400  
Fayetteville, North Carolina 28405  
Phone: (910) 481-0503  
Fax: (910) 964-9089

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

HORIZONTAL: 1"=50'

DATE RELEASED

MAY 26, 2020

SHEET NUMBER

C-3.3

GROUND STABILIZATION CHART

SITE AREA DESCRIPTION	STABILIZATION TIME FRAME	STABILIZATION TIME FRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED
SLOPES 3:1 OR FLATTER	14 DAYS	7-DAYS FOR SLOPES GREATER THAN 50 FEET IN LENGTH
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE (EXCEPT FOR PERIMETERS AND HOW ZONES)

- LEGEND:
- EP - EXISTING IRON PIPE
  - ER - EXISTING IRON ROD
  - EN - EXISTING NAIL
  - EPK - EXISTING PK NAIL
  - ERB - EXISTING REBAR
  - ERS - EXISTING RAILROAD SPIKE
  - CP - COMPUTED POINT
  - N/F - NOW OR FORMERLY
  - R/W - RIGHT OF WAY
  - PL - PROPERTY LINE
  - OP - OLD PROPERTY LINE
  - APL - ADJACENT PROPERTY LINE
  - ROW - RIGHT-OF-WAY
  - WD - WATER LINE
  - UFB - UNDERGROUND FIBER OPTIC
  - OU - OVERHEAD UTILITY
  - PE - PERMANENT EASEMENT
  - TL - TREE LINE
  - 410 - MAJOR CONTOUR
  - 415 - MINOR CONTOUR
  - 40047 - SPOT ELEVATION
  - B - BENCHMARK
  - MB - MAILBOX
  - UP - UTILITY POLE
  - G - GUY WIRE
  - WV - WATER VALVE
  - FH - FIRE HYDRANT
  - HT - HARDWOOD TREE
  - P - PINE TREE
  - GRAVEL
  - ASPHALT
  - CONCRETE
  - BUILDING
  - LOC - LIMITS OF CONSTRUCTION
  - SF - SILT FENCE LINE
  - PE - PROPOSED EASEMENT
  - JN - JUTE NETTING
  - DIV - DIVERSION BERM
  - IP - INLET PROTECTION

- CONSTRUCTION SEQUENCE
- OBTAIN ALL NECESSARY PERMITS AND APPROVALS AND HOLD PRE CONSTRUCTION CONFERENCE.
  - EROSION AND SEDIMENT CONTROL (E&S) PERMIT AND A CERTIFICATE OF COVERAGE (COC) MUST BE OBTAINED BEFORE ANY LAND DISTURBING ACTIVITIES OCCUR. THE COC CAN BE OBTAINED BY FILING OUT THE ELECTRONIC NOTICE OF INTENT (e-NOI) FORM AT [deq.nc.gov/NC001](http://deq.nc.gov/NC001). PLEASE NOTE, THE e-NOI FORM MAY ONLY BE FILLED OUT ONCE THE PLANS HAVE BEEN APPROVED. A COPY OF THE E&S PERMIT, THE COC, AND A HARD COPY OF THE PLAN MUST BE KEPT ON SITE, PREFERABLY IN A PERMITS BOX, AND ACCESSIBLE DURING INSPECTION.
  - CONTACT THE DEMUR RALEIGH REGIONAL OFFICE AT LEAST 48 HOURS PRIOR TO COMMENCING THE LAND-DISTURBING ACTIVITY. THE CONTACT NUMBER IS (919) 791-4200.
  - SELF-INSPECTIONS FOR EROSION AND SEDIMENTATION CONTROL MEASURES ARE TO BE PERFORMED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF EVERY RAIN EVENT GREATER THAN 1 INCH. ANY NEEDED REPAIRS SHALL BE MAINTAINED AS SPECIFIED IN THE CONSTRUCTION DETAILS ON THIS PLAN. A RAIN GAUGE SHALL BE INSTALLED AT THE PROJECT SITE FOR MONITORING.
  - GROUND STABILIZATION WILL BE APPLIED WITHIN 14 CALENDAR DAYS FROM LAST LAND DISTURBING ACTIVITY. FOR STEEP SLOPES, THAT AREA MUST BE STABILIZED WITHIN 7 CALENDAR DAYS.
  - PER NPDES REQUIREMENTS, A RAIN GAUGE, SELF-INSPECTIONS RECORDS, PERMIT AND S&E PLAN ARE REQUIRED TO BE MAINTAINED ON SITE AND ACCESSIBLE DURING INSPECTION. IT IS RECOMMENDED THAT THESE ITEMS BE PLACED IN A PERMITS BOX AT THE BEGINNING OR ENTRANCE OF PROJECT.
  - INSTALL STONE CONSTRUCTION ENTRANCE, TEMPORARY SILT FENCE, CHECK DAMS, TEMPORARY DIVERSION BERMS, AND TEMPORARY SKIMMER BASINS WHERE SPECIFIED.
  - CLEAR AND GRUB THE SITE AS NEEDED.
  - ROUGH GRADE THE SITE AND APPLY TEMPORARY SEEDING TO AREAS TO REMAIN GRASSED.
  - INSTALL EROSION CONTROL MATTING IN SWALES AS SHOWN.
  - INSTALL TEMPORARY CHECK DAMS IN SWALES AS SHOWN.
  - INSTALL UTILITIES.
  - INSTALL INLET PROTECTION ON ALL NEW STORM WATER INLETS.
  - PERFORM FINE GRADING.
  - INSTALL AND PREPARE BASE COURSE.
  - PAVE ROADWAYS.
  - FERTILIZE, SEED AND MULCH ALL REMAINING DISTURBED AREAS UPON SITE STABILIZATION. SEEK NEEDED APPROVAL TO REMOVE ALL TEMPORARY MEASURES.
  - ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AS OUTLINED IN THE DETAILS WITHIN THE PLANS AND ACCORDING TO THE NCDEQ EROSION CONTROL MANUAL.
  - CONTACT DEMUR ONCE EROSION CONTROL MEASURES HAVE BEEN EITHER REMOVED OR CONVERTED AND PERMANENT GROUND COVER HAS BEEN ESTABLISHED TO CLOSE OUT THE PERMIT.
  - WHEN THE PROJECT IS COMPLETE, THE PERMITTEE SHALL CONTACT DEMUR TO CLOSE OUT THE E&S PLAN. AFTER DEMUR INFORMS THE PERMITTEE OF THE PROJECT CLOSE OUT, VIA INSPECTION REPORT, THE PERMITTEE SHALL VISIT [deq.nc.gov/NC001](http://deq.nc.gov/NC001) TO SUBMIT AN ELECTRONIC NOTICE OF TERMINATION (e-NOT). A \$100 ANNUAL GENERAL PERMIT FEE WILL BE CHARGED UNTIL THE e-NOT HAS BEEN FILLED OUT.

- EROSION CONTROL NOTES
- CONSTRUCTION ACTIVITIES THAT HAVE AN E&S PLAN APPROVED ON OR AFTER APRIL 1, 2019 ARE REQUIRED TO FILL OUT AND SUBMIT AN ELECTRONIC NOTICE OF INTENT (e-NOI) FORM. ALL CONSTRUCTION ACTIVITIES ARE REQUIRED TO FOLLOW THE NEW NC001 PERMIT REGARDLESS OF WHEN THEY WERE APPROVED.
  - ALL INLET/OUTLET PROTECTION WILL BE CHECKED FOR MAINTENANCE EACH ACTIVE DAY ON SITE. SEDIMENT TRAP AND INLET PROTECTION DEVICES WHEN THE STORAGE CAPACITY HAS BEEN APPROXIMATELY 50% FULL WILL BE CLEANED OR REPLACED WHEN THE SEDIMENT POOL NO LONGER DRAINS PROPERLY. SEDIMENT WILL BE REMOVED FROM BEHIND THE SEDIMENT FENCE WHEN IT BECOMES ABOUT 0.5' DEEP AT THE FENCE. THE SEDIMENT FENCE WILL BE REPAIRED AS NEEDED TO MAINTAIN A PROPER BARRIER.
  - TEMPORARY EROSION CONTROL FACILITIES AND/OR PERMANENT FACILITIES INTENDED TO CONTROL EROSION OF AND EARTH DISTURBANCE OPERATION SHALL BE INSTALLED BEFORE ANY EARTH DISTURBING ACTIVITIES TAKE PLACE OR AT THE EARLIEST POSSIBLE POINT DURING CONSTRUCTION.
  - TEMPORARY & PERMANENT EROSION CONTROL MEASURES SHALL BE CONSTRUCTED PER THE DETAILS HEREIN OR SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.
  - THE CONTRACTOR MUST NOTIFY THE APPROPRIATE NCDEQ OFFICE A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY LAND DISTURBING ACTIVITY. TRACKING OR OTHERWISE REMOVE ALL SOILS AND SEDIMENTS TRACKED OR OTHERWISE DEPOSITED ONTO PUBLIC AND PRIVATE PAVEMENT AREAS. REMOVAL SHALL BE ON A DAILY BASIS WHEN TRACKING OCCURS.
  - LOCATE SOIL STOCKPILES NO LESS THAN TWENTY-FIVE (25) FEET FROM ANY PUBLIC OR PRIVATE ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN SEVEN DAYS, STABILIZE THE STOCKPILES BY VEGETATIVE COVER, TARPS, OR OTHER MEANS. CONTROL EROSION FROM ALL STOCKPILES BY PLACING SILT BARRIERS AROUND THE PILES. TEMPORARY STOCKPILES LOCATED ON PAVED SURFACES MUST BE NO LESS THAN FIVE FEET FROM THE DRAINAGE/GUTTER LINE AND SHALL BE COVERED IF LEFT MORE THAN 24 HOURS.
  - MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES IN PLACE UNTIL THE CONSTRUCTION DRAINAGE AREA HAS BEEN STABILIZED. INSPECT TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS AND REPLACE DETERIORATED, DAMAGED, OR ROTTEN EROSION CONTROL DEVICES IMMEDIATELY.
  - TEMPORARILY OR PERMANENTLY STABILIZE ALL DENuded AREAS WHICH HAVE BEEN FINISH GRADED, AND ALL DENuded AREAS IN WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER WITHIN 14 DAYS. USE SEEDING AND MULCHING, EROSION CONTROL MATTING, AND/OR SODDING AND STAKING IN GREEN SPACE AREAS AND OTHERWISE APPROPRIATE MEASURES. USE EARLY APPLICATION OF GRAVEL BASE ON AREAS TO BE PAVED.
  - DO NOT REMOVE ANY EROSION AND SEDIMENT CONTROL DEVICES AFTER THE PROTECTED AREA HAS UNDERGONE FINAL STABILIZATION AND PERMANENT VEGETATION HAS BEEN ESTABLISHED. IT IS RECOMMENDED THAT NCDEQ APPROVE THE ACTION PRIOR TO REMOVAL.
  - THE CONSTRUCTION ENTRANCE SHALL BE INSTALLED CONCURRENTLY WITH THE INITIATION OF CONSTRUCTION ACTIVITY.
  - THE INSTALLATION OF EROSION CONTROL MEASURES SHALL TAKE PRECEDENCE OVER ALL OTHER CONSTRUCTION ACTIVITIES.
  - THE PERMITTEE SHALL BE HELD RESPONSIBLE FOR THE ACTIONS AND PERFORMANCE OF ANY OTHER PARTIES PERFORMING WORK ON THIS PROJECT.
  - ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RAINOFF-PRODUCING RAINFALL, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
  - PURSUANT TO G.S. 113A-57(2), THE ANGLE FOR GRADED SLOPES AND FILLS SHALL BE NO GREATER THAN THE ANGLE THAT CAN BE RETAINED BY VEGETATIVE COVER OR OTHER ADEQUATE EROSION CONTROL DEVICES OR STRUCTURES. IN ANY EVENT, SLOPES LEFT EXPOSED WILL, WITHIN 7 OR 14 CALENDAR DAYS OF COMPLETION OF ANY PHASE OF GRADING, BE PLANTED OR OTHERWISE PROVIDED WITH TEMPORARY OR PERMANENT GROUND COVER, DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION. PURSUANT TO G.S. 113A-57(3), PROVISIONS FOR PERMANENT GROUND COVER SUFFICIENT TO RETAIN EROSION MUST BE ACCOMPLISHED FOR ALL DISTURBED AREAS WITHIN 14 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION DEVELOPMENT.
  - CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL EROSION CONTROL MEASURES SHOWN AND ANY ADDITIONAL MEASURES REQUIRED TO CONTROL THE SEDIMENT DURING THE COURSE OF CONSTRUCTION.
  - ALL SEEDING AREAS WILL BE FERTILIZED, RESEED AS NECESSARY, AND MULCHED ACCORDING TO THE DETAILS HEREIN.
  - THE CONTACT PERSON FOR EROSION CONTROL ISSUES THAT ARISE ON SITE IS WATSON CAVINESS. CONTACT 910-481-0503.

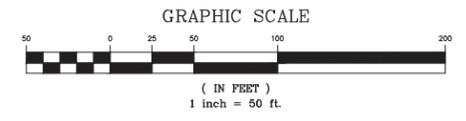
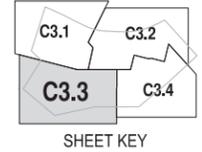
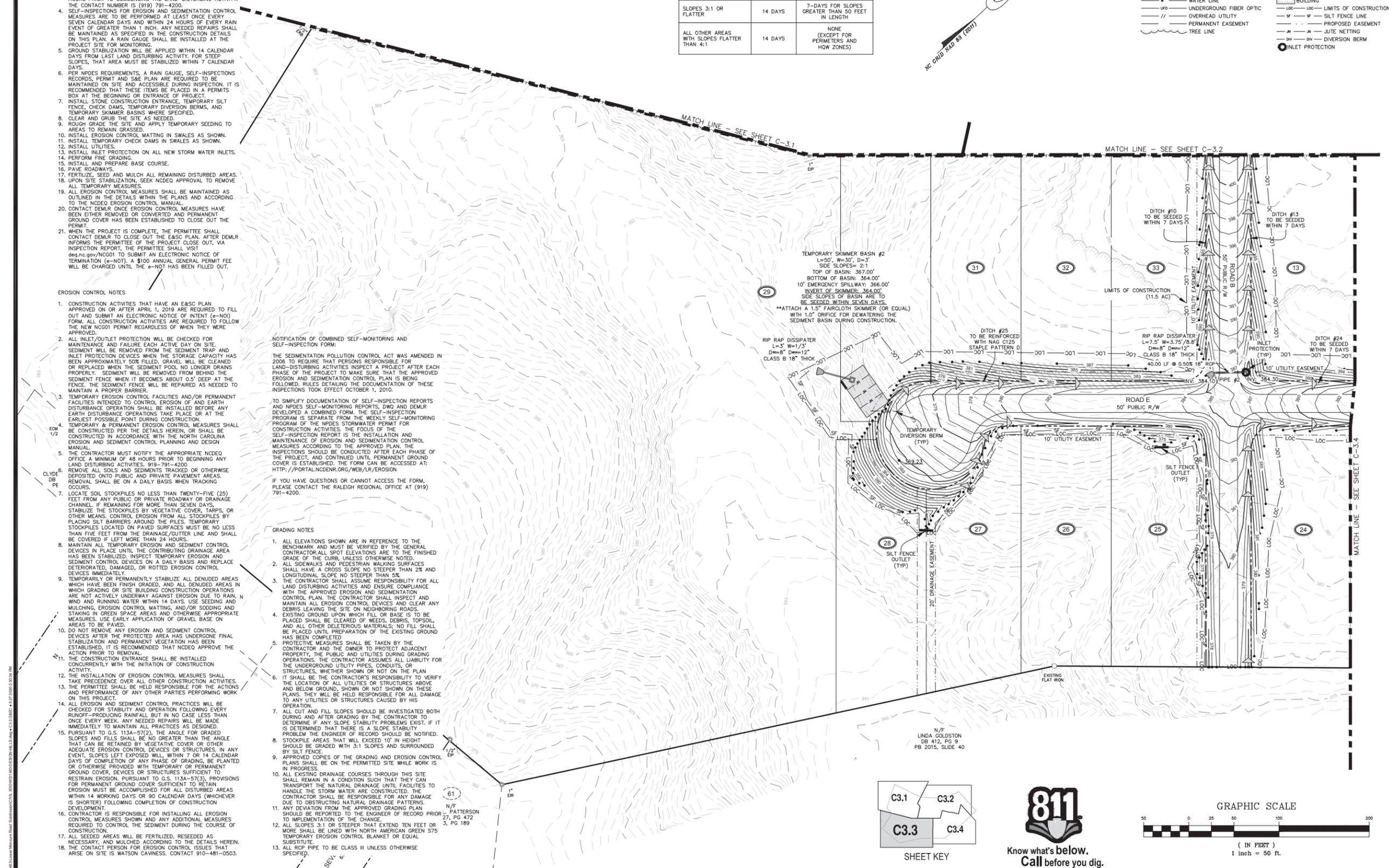
NOTIFICATION OF COMBINED SELF-MONITORING AND SELF-INSPECTION FORM

THE SEDIMENTATION POLLUTION CONTROL ACT WAS AMENDED IN 2006 TO REQUIRE THAT PERSONS RESPONSIBLE FOR LAND-DISTURBING ACTIVITIES INSPECT A PROJECT AFTER EACH PHASE OF THE PROJECT TO MAKE SURE THAT THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN IS BEING FOLLOWED. RULES DETAILING THE DOCUMENTATION OF THESE INSPECTIONS TOOK EFFECT OCTOBER 1, 2010.

TO SIMPLIFY DOCUMENTATION OF SELF-INSPECTION REPORTS AND NPDES SELF-MONITORING REPORTS, DWG AND DEMUR DEVELOPED A COMBINED FORM. THE SELF-INSPECTION PROGRAM IS SEPARATE FROM THE WEEKLY SELF-MONITORING PROGRAM OF THE NPDES STORMWATER PERMIT FOR CONSTRUCTION ACTIVITIES. THE FOCUS OF THE SELF-INSPECTION REPORT IS THE INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROL MEASURES ACCORDING TO THE APPROVED PLAN. THE INSPECTIONS SHOULD BE CONDUCTED AFTER EACH PHASE OF THE PROJECT, AND CONTINUED UNTIL PERMANENT GROUND COVER IS ESTABLISHED. THE FORM CAN BE ACCESSSED AT: [HTTP://PORTAL.NCDENR.ORG/WEB/ER/EROSION](http://portal.ncdenr.org/web/ER/erosion)

IF YOU HAVE QUESTIONS OR CANNOT ACCESS THE FORM, PLEASE CONTACT THE RALEIGH REGIONAL OFFICE AT (919) 791-4200.

- GRADING NOTES
- ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE BENCHMARK AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR. ALL SPOT ELEVATIONS ARE TO THE FINISHED GRADE OF THE CURB, UNLESS OTHERWISE NOTED.
  - ALL SIDEWALKS AND PEDESTRIAN WALKING SURFACES SHALL HAVE A CROSS SLOPE NO STEEPER THAN 2% AND LONGITUDINAL SLOPE NO STEEPER THAN 5%.
  - THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ALL LAND DISTURBING ACTIVITIES AND ENSURE COMPLIANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN. THE CONTRACTOR SHALL INSPECT AND MAINTAIN ALL EROSION CONTROL DEVICES AND CLEAR ANY DEBRIS LEAVING THE SITE ON NEIGHBORING ROADS.
  - EXISTING GROUND UPON WHICH FILL OR BASE IS TO BE PLACED SHALL BE CLEARED OF WEEDS, DEBRIS, TOPSOIL, AND ALL OTHER DELETERIOUS MATERIALS; NO FILL SHALL BE PLACED UNTIL PREPARATION OF THE EXISTING GROUND HAS BEEN COMPLETED.
  - PROTECTIVE MEASURES SHALL BE TAKEN BY THE CONTRACTOR AND THE OWNER TO PROTECT ADJACENT PROPERTY, THE PUBLIC AND UTILITIES DURING GRADING OPERATIONS. THE CONTRACTOR ASSUMES ALL LIABILITY FOR THE UNDERGROUND UTILITY PIPES, CONDUITS, OR STRUCTURES, WHETHER SHOWN OR NOT ON THE PLAN.
  - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES OR STRUCTURES ABOVE AND BELOW GROUND, SHOWN OR NOT SHOWN ON THESE PLANS. THEY WILL BE HELD RESPONSIBLE FOR ALL DAMAGE TO ANY UTILITIES OR STRUCTURES CAUSED BY HIS OPERATION.
  - ALL CUT AND FILL SLOPES SHOULD BE INVESTIGATED BOTH DURING AND AFTER GRADING BY THE CONTRACTOR TO DETERMINE IF ANY SLOPE STABILITY PROBLEMS EXIST. IF IT IS DETERMINED THAT THERE IS A SLOPE STABILITY PROBLEM THE ENGINEER OF RECORD SHOULD BE NOTIFIED.
  - STOCKPILE AREAS THAT WILL EXCEED 10' IN HEIGHT SHOULD BE GRADED WITH 3:1 SLOPES AND SURROUNDED BY SILT FENCE.
  - APPROVED COPIES OF THE GRADING AND EROSION CONTROL PLANS SHALL BE ON THE PERMITTED SITE WHILE WORK IS IN PROGRESS.
  - ALL EXISTING DRAINAGE COURSES THROUGH THIS SITE SHALL REMAIN IN A CONDITION SUCH THAT THEY CAN TRANSPORT THE NATURAL DRAINAGE WATER FACILITIES TO HANDLE THE EXCESS WATER AFTER CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL DRAINAGE PATTERNS.
  - ANY DEVIATION FROM THE APPROVED GRADING PLAN SHOULD BE REPORTED TO THE ENGINEER OF RECORD PRIOR TO IMPLEMENTATION OF THE CHANGE.
  - ALL SLOPES 3:1 OR STEEPER THAT EXTEND TEN FEET OR MORE SHALL BE LINED WITH NORTH AMERICAN GREEN S75 TEMPORARY EROSION CONTROL BLANKET OR EQUAL SUBSTITUTE.
  - ALL RCP PIPE TO BE CLASS III UNLESS OTHERWISE SPECIFIED.



THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED



REVISIONS

PROJECT NAME
MONCURE HILLS SUBDIVISION

DETAILED GRADING AND EROSION CONTROL PLAN

CLIENT



639 Executive Place, Suite 400
Fayetteville, North Carolina 28305
Phone: (910) 481-0503
Fax: (910) 964-9089

PROJECT INFORMATION

Table with 2 columns: Field (DESIGNED BY, DRAWN BY, CHECKED BY, PROJECT NUMBER) and Value (CALEB, CALEB, SCOTT, 1463)

DRAWING SCALE

HORIZONTAL: 1"=50'

DATE RELEASED

MAY 26, 2020

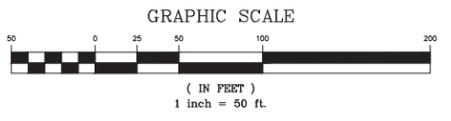
SHEET NUMBER

C-3.4

GROUND STABILIZATION CHART table with columns: SITE AREA DESCRIPTION, STABILIZATION TIME FRAME, STABILIZATION TIME FRAME EXCEPTIONS

- CONSTRUCTION SEQUENCE
1. OBTAIN ALL NECESSARY PERMITS AND APPROVALS AND HOLD PRE CONSTRUCTION CONFERENCE.
2. EROSION AND SEDIMENT CONTROL (EASC) PERMIT AND A CERTIFICATE OF COVERAGE (COC) MUST BE OBTAINED BEFORE ANY LAND DISTURBING ACTIVITIES OCCUR.

- GRADING NOTES
1. ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE BENCHMARK ALL SPOT ELEVATIONS ARE TO THE FINISHED GRADE OF THE CURB, UNLESS OTHERWISE NOTED.
2. ALL SIDEWALKS AND PEDESTRIAN WALKING SURFACES SHALL HAVE A CROSS SLOPE NO STEEPER THAN 2% AND LONGITUDINAL SLOPE NO STEEPER THAN 5%.



- LEGEND:
EP - EXISTING IRON PIPE
EN - EXISTING IRON ROD
ENL - EXISTING NAIL
EPK - EXISTING PK NAIL
ERB - EXISTING REBAR
ERS - EXISTING RAILROAD SPIKE

EROSION CONTROL NOTES

- 1. CONSTRUCTION ACTIVITIES THAT HAVE AN EASC PLAN APPROVED ON OR AFTER APRIL 1, 2019 ARE REQUIRED TO FILL OUT AND SUBMIT AN ELECTRONIC NOTICE OF INTENT (e-NOI) FORM. ALL CONSTRUCTION ACTIVITIES ARE REQUIRED TO FOLLOW THE NEW NCDOI PERMIT REGARDLESS OF WHEN THEY WERE APPROVED.
2. ALL INLET/OUTLET PROTECTION WILL BE CHECKED FOR MAINTENANCE AND FAILURE EACH ACTIVE DAY ON SITE.

811 logo and text: Know what's below. Call before you dig.

THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED



REVISIONS

- UTILITY NOTES
1. THE CONTRACTOR SHALL MAINTAIN A SET OF RED LINE AS-BUILTS DURING THE CONSTRUCTION OF THE WATER LINE. ALL DEVIATIONS FROM THE PLAN SHALL BE NOTED ON THE AS-BUILT DRAWINGS. ALL VALVES AND CHANGE IN DIRECTION OF THE WATER LINE SHALL BE LOCATED WITH A MINIMUM OF TWO DISTANCES FROM A KNOWN OBJECT. THE CONTRACTOR WILL PROVIDE THE AS-BUILT DRAWINGS TO THE OWNER TO BE USED FOR THE WATER LINE CERTIFICATION AT THE COMPLETION OF THE PROJECT.
  2. HORIZONTAL DIMENSIONS GIVEN FOR UNDERGROUND UTILITY TIES ARE APPROXIMATE UNLESS OTHERWISE NOTED.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AFFECTED BY THE PROPOSED WORK.
  4. THE GENERAL CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE THE PROPOSED WORK, AND SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
  5. PIPE SHALL BE LAID UPSTREAM WITH THE SPIGOT ENDS POINTING DOWNSTREAM. ALL PIPES SHALL BE PLACED TRUE TO LINE AND GRADE WITH EXCEPT ABUTTING, CAREFULLY CENTERED, AND WITH A SMOOTH INVERT AT THE JOINT.
  6. LATERAL SEPARATION OF SEWERS AND WATER MAINS: WATER MAINS SHALL BE LAID AT LEAST 10 FEET LATERALLY FROM EXISTING OR PROPOSED SEWERS, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT A 10-FOOT LATERAL SEPARATION--IN WHICH CASE:
    - 6.1. THE WATER MAIN IS LAID IN A SEPARATE TRENCH, WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER; OR
    - 6.2. THE WATER MAIN IS LAID IN THE SAME TRENCH AS THE SEWER WITH THE WATER MAIN LOCATED AT ONE SIDE ON A BENCH OF UNDISTURBED EARTH, AND WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.
  7. CROSSING A WATER MAIN OVER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS OVER A SEWER, THE WATER MAIN SHALL BE LAID AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT AN 18 INCH VERTICAL SEPARATION--IN WHICH CASE BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING.
  8. CROSSING A WATER MAIN UNDER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS UNDER A SEWER, BOTH THE WATER MAIN AND THE SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING. A SECTION OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING. ALL MAINS, LATERALS AND APPURTENANCES SHALL BE TESTED IN ACCORDANCE WITH SANFORD PUBLIC WORKS AND NCDOT TECHNICAL SPECIFICATIONS.
  9. ALL MATERIALS SHALL BE APPROVED BY SANFORD PUBLIC WORKS BEFORE INSTALLATION.
  10. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AND SANFORD PUBLIC WORKS A MINIMUM OF 48 HOURS BEFORE CONSTRUCTION OF THE WATER LINE AND SANITARY SEWER LINE BEGINS. THE CONTRACTOR SHALL ALSO NOTIFY THE ENGINEER OF RECORD AND SANFORD PUBLIC WORKS 48 HOURS IN ADVANCE OF ALL TESTING.
  11. EXISTING UTILITIES NOT FOUND IN THE FIELD DURING SURVEY MAY REQUIRE DEMOLITION. NO UTILITIES SHALL BE LEFT IN PLACE THAT CROSS THE NEW LOTS UNLESS RUNNING ALONG A LOT LINE. IF ADDITIONAL UTILITIES ARE FOUND, CONTACT ENGINEER PRIOR TO DEMOLITION.
  12. ALL ELEVATIONS ARE IN NAVD 88 DATUM.
  13. ALL UTILITY STRUCTURES SHALL BE LOAD RATED FOR THE APPROPRIATE DEAD LOAD AND LIVE LOAD. SUCH STRUCTURES SHALL BE DESIGNATED AND CERTIFIED BY A LICENSED PE OR DESIGNATED AS MEETING NCDOT STANDARD SPECIFICATIONS AND DRAWINGS.
  14. ELECTRICAL POWER AND COMMUNICATIONS FACILITIES SHOULD CONFORM TO THE CURRENTLY APPLICABLE NATIONAL ELECTRICAL SAFETY CODE EXCEPT VERTICAL CLEARANCES SHALL BE NO LESS THAN 18 FEET IN ANY CASE.
  15. ALL NON-FERROUS PIPELINES SHALL BE INSTALLED WITH A LOCATING TAPE.

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

**OVERALL UTILITY PLAN**

**PIN#**  
9653-33-8524-00 &  
9653-43-4100-00

CLIENT



639 Executive Place, Suite 400  
Fayetteville, North Carolina 28305  
Phone: (910) 481-0503  
Fax: (910) 964-9089

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

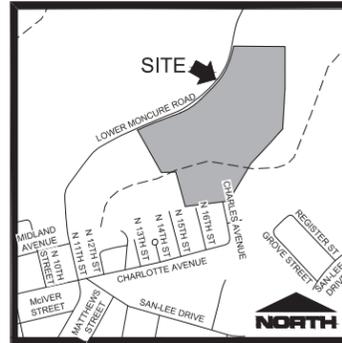
HORIZONTAL: 1"=100'

DATE RELEASED

MAY 26, 2020

SHEET NUMBER

**C-4.0**

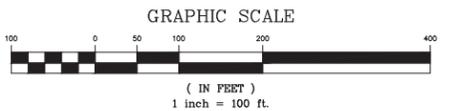


**VICINITY MAP**  
NOT TO SCALE

- LEGEND:
- EP 1/2" EP - EXISTING IRON PIPE
  - EP 3/4" EP - EXISTING IRON PIPE
  - ENL - EXISTING NAIL
  - EPK - EXISTING PK NAIL
  - ERB - EXISTING REBAR
  - ERS - EXISTING RAILROAD SPIKE
  - CP - COMPUTED POINT
  - N/F - NOW OR FORMERLY
  - R/W - RIGHT OF WAY
  - PL - PROPERTY LINE
  - APL - ADJACENT PROPERTY LINE
  - RD - RIGHT-OF-WAY
  - SD - STORM DRAINAGE
  - WL - WATER LINE
  - UFO - UNDERGROUND FIBER OPTIC
  - OO - OVERHEAD UTILITY
  - PE - PERMANENT EASEMENT
  - TL - TREE LINE
  - 410 - MAJOR CONTOUR
  - 413 - MINOR CONTOUR
- x 408.47' SPOT ELEVATION
- BM - BENCHMARK
  - MB - MAILBOX
  - UP - UTILITY POLE
  - QW - GUY WIRE
  - WV - WATER VALVE
  - FH - FIRE HYDRANT
  - HT - HARDWOOD TREE
  - PT - PINE TREE
  - GR - GRAVEL
  - AS - ASPHALT
  - CON - CONCRETE
  - B - BUILDING
  - PH - PROPOSED FIRE HYDRANT
  - PM - PROPOSED WATER METER
  - PBV - PROPOSED BALL VALVE
  - PWV - PROPOSED WATER VALVE
  - PTS - PROPOSED TAP SLEEVE AND VALVE
  - PBO - PROPOSED BLOW OFF
  - P22.5 - PROPOSED 22.5" BEND
  - PR - PROPOSED REDUCER



Know what's below.  
Call before you dig.



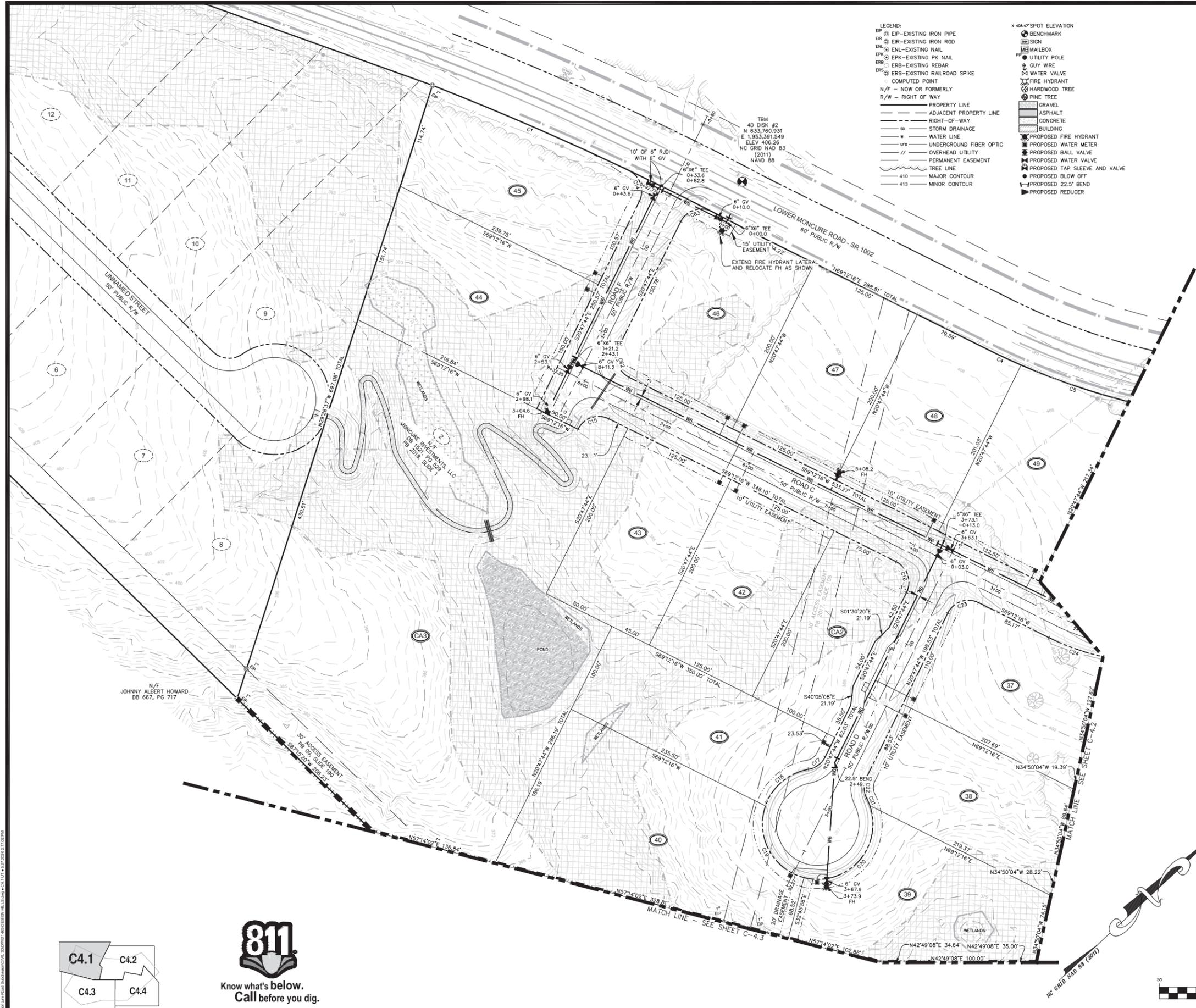
**THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED**



REVISIONS

- UTILITY NOTES
1. THE CONTRACTOR SHALL MAINTAIN A SET OF RED LINE AS-BUILTS DURING THE CONSTRUCTION OF THE WATER LINE. ALL DEVIATIONS FROM THE PLAN SHALL BE NOTED ON THE AS-BUILT DRAWINGS. ALL VALVES AND CHANGE IN DIRECTION OF THE WATER LINE SHALL BE LOCATED WITH A MINIMUM OF TWO DISTANCES FROM A KNOWN OBJECT. THE CONTRACTOR WILL PROVIDE THE AS-BUILT DRAWINGS TO THE OWNER TO BE USED FOR THE WATER LINE CERTIFICATION AT THE COMPLETION OF THE PROJECT.
  2. HORIZONTAL DIMENSIONS GIVEN FOR UNDERGROUND UTILITY TIES ARE APPROXIMATE UNLESS OTHERWISE NOTED.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AFFECTED BY THE PROPOSED WORK.
  4. THE GENERAL CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE THE PROPOSED WORK, AND SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
  5. PIPE SHALL BE LAID UPSTREAM WITH THE SPIGOT ENDS POINTING DOWNSTREAM. ALL PIPES SHALL BE PLACED TRUE TO LINE AND GRADE WITH ENDS ABUTTING CAREFULLY CENTERED, AND WITH A SMOOTH INVERT AT THE JOINT.
  6. LATERAL SEPARATION OF SEWERS AND WATER MAINS: WATER MAINS SHALL BE LAID AT LEAST 10 FEET Laterally FROM EXISTING OR PROPOSED SEWERS, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT A 10-FOOT LATERAL SEPARATION--IN WHICH CASE:
    - 6.1. THE WATER MAIN IS LAID IN A SEPARATE TRENCH WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER; OR
    - 6.2. THE WATER MAIN IS LAID IN THE SAME TRENCH AS THE SEWER WITH THE WATER MAIN LOCATED AT ONE SIDE ON A BENCH OF UNDISTURBED EARTH, AND WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.
  7. CROSSING A WATER MAIN OVER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS OVER A SEWER, THE WATER MAIN SHALL BE LAID AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT AN 18 INCH VERTICAL SEPARATION--IN WHICH CASE BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING.
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  - ASPHALT
  - CONCRETE
  - BUILDING
  - PROPOSED FIRE HYDRANT
  - PROPOSED WATER METER
  - PROPOSED BALL VALVE
  - PROPOSED WATER VALVE
  - PROPOSED TAP SLEEVE AND VALVE
  - PROPOSED BLOW OFF
  - PROPOSED 22.5' BEND
  - PROPOSED REDUCER



PROJECT NAME

**MONCURE HILLS SUBDIVISION**

**DETAILED UTILITY PLAN**

PIN#  
 9653-33-8524-00 &  
 9653-43-4100-00

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
 Phone: (910) 481-0503  
 Fax: (910) 964-9089

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

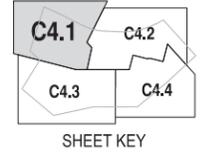
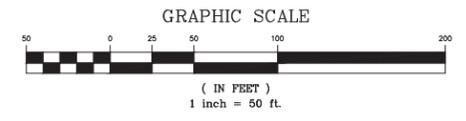
HORIZONTAL: 1"=50'

DATE RELEASED

MAY 26, 2020

SHEET NUMBER

C-4.1



**THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED**

C:\Caviness Land\1463\Lower Moncure Road Subdivision\DWG\Subdivision\811\811.dwg - C:\1111\_4-27-2012-17:02 PM



REVISIONS

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

**DETAILED UTILITY PLAN**

**PIN#**  
9653-33-8524-00 &  
9653-43-4100-00

CLIENT



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PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

HORIZONTAL: 1"=50'

DATE RELEASED

MAY 26, 2020

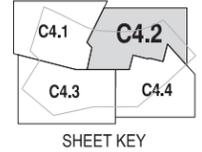
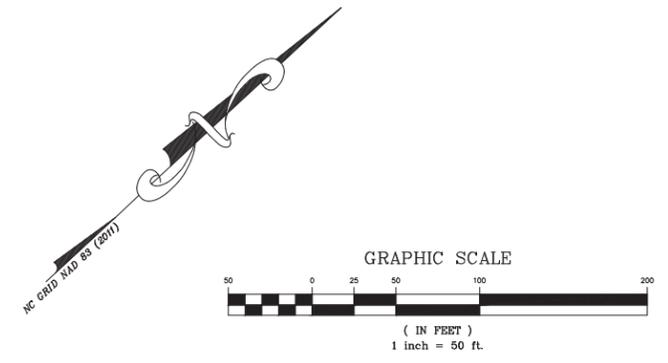
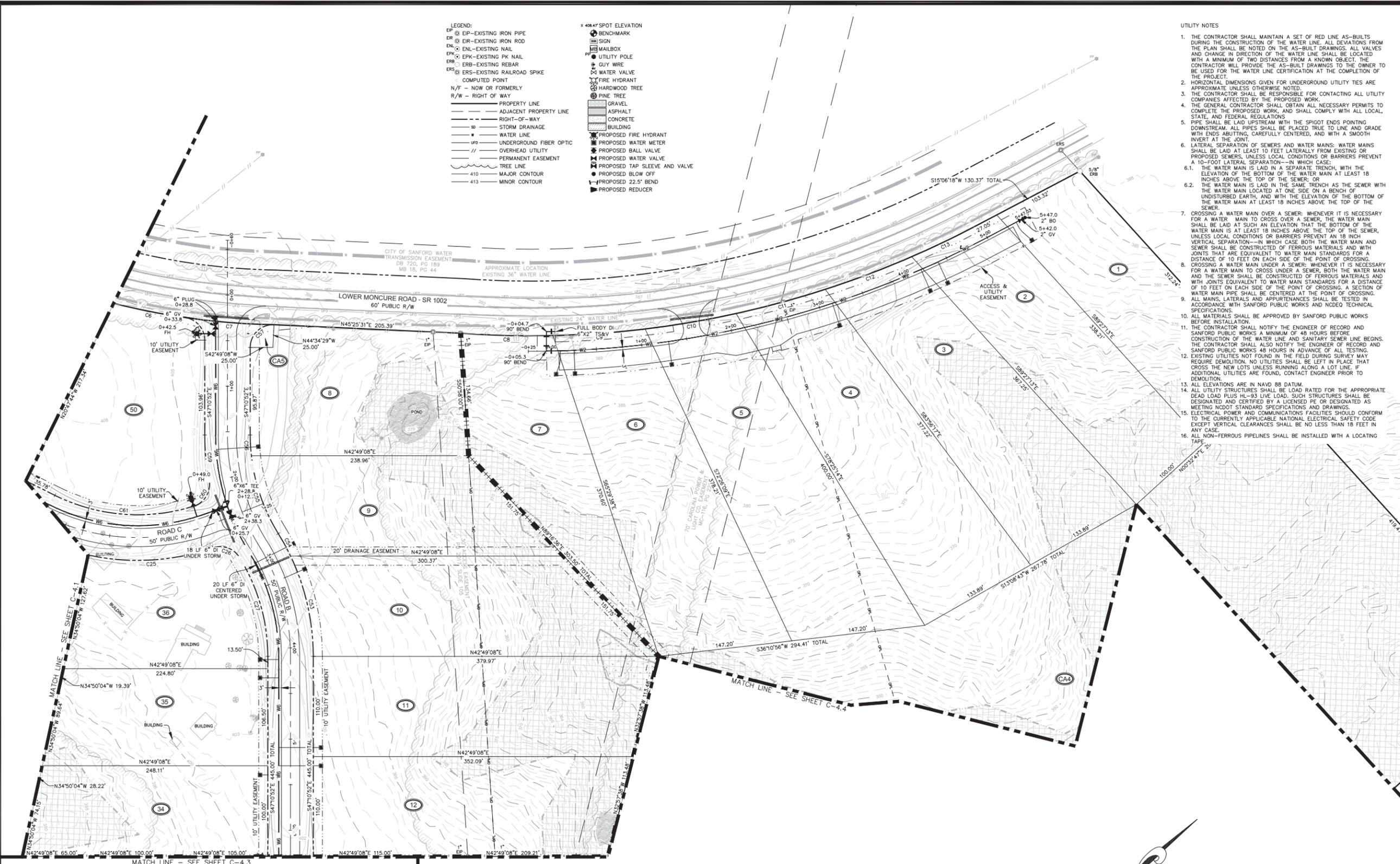
SHEET NUMBER

**C-4.2**

UTILITY NOTES

1. THE CONTRACTOR SHALL MAINTAIN A SET OF RED LINE AS-BUILTS DURING THE CONSTRUCTION OF THE WATER LINE. ALL DEVIATIONS FROM THE PLAN SHALL BE NOTED ON THE AS-BUILT DRAWINGS. ALL VALVES AND CHANGE IN DIRECTION OF THE WATER LINE SHALL BE LOCATED WITH A MINIMUM OF TWO DISTANCES FROM A KNOWN OBJECT. THE CONTRACTOR WILL PROVIDE THE AS-BUILT DRAWINGS TO THE OWNER TO BE USED FOR THE WATER LINE CERTIFICATION AT THE COMPLETION OF THE PROJECT.
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  - 6.1. THE WATER MAIN IS LAID IN A SEPARATE TRENCH, WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER; OR
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  - PROPOSED BLOW OFF
  - PROPOSED 22.5' BEND
  - PROPOSED REDUCER



**THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED**

I:\Caviness Land\811\Moncure Hills Subdivision\DWG\Subdivision\811\811\_C-4.2.dwg 4/27/2020 11:29 AM





REVISIONS

PROJECT NAME

MONCURE HILLS SUBDIVISION

DETAILED UTILITY PLAN

PIN# 9653-33-8524-00 & 9653-43-4100-00

CLIENT



639 Executive Place, Suite 400 Fayetteville, North Carolina 28305  
Phone: (910) 481-0503 Fax: (910) 964-9089

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

HORIZONTAL: 1"=50'

DATE RELEASED

MAY 26, 2020

SHEET NUMBER

C-4.4

UTILITY NOTES

- THE CONTRACTOR SHALL MAINTAIN A SET OF RED LINE AS-BUILTS DURING THE CONSTRUCTION OF THE WATER LINE. ALL DEVIATIONS FROM THE PLAN SHALL BE NOTED ON THE AS-BUILT DRAWINGS. ALL VALVES AND CHANGE IN DIRECTION OF THE WATER LINE SHALL BE LOCATED WITH A MINIMUM OF TWO DISTANCES FROM A KNOWN OBJECT. THE CONTRACTOR WILL PROVIDE THE AS-BUILT DRAWINGS TO THE OWNER TO BE USED FOR THE WATER LINE CERTIFICATION AT THE COMPLETION OF THE PROJECT.
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THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED



REVISIONS

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

**ROAD A & WATERLINE PROFILES**

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
 Phone: (910) 481-0503  
 Fax: (910) 964-9089

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

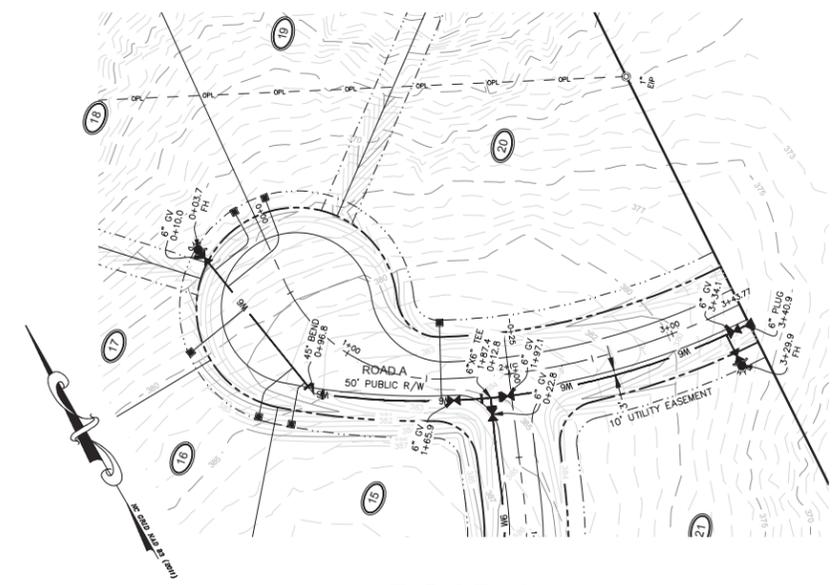
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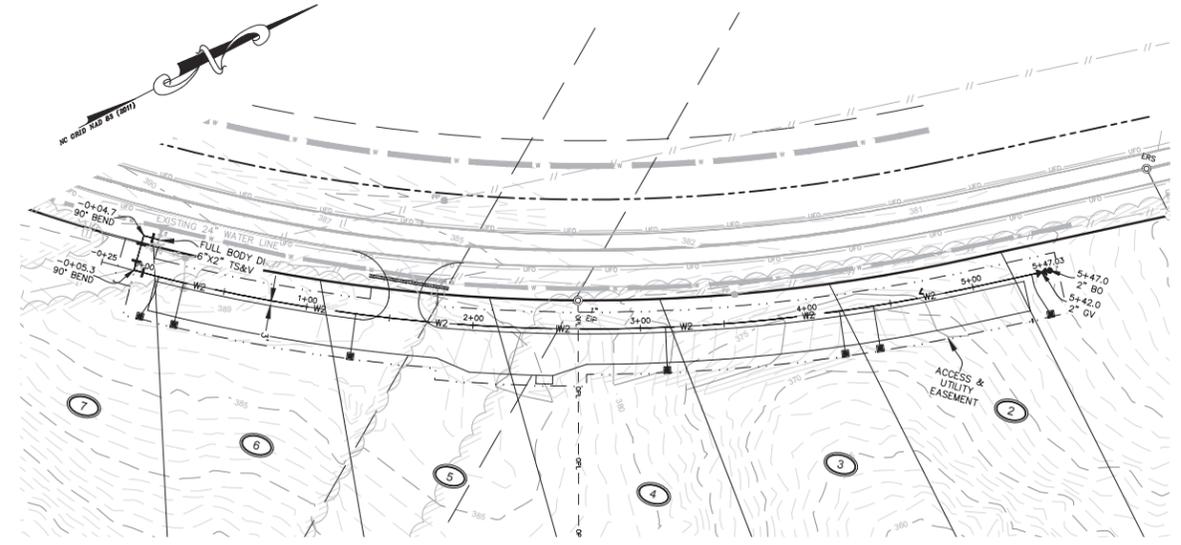
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SHEET NUMBER

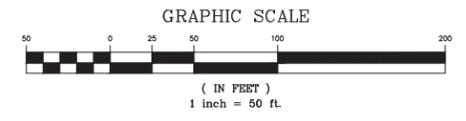
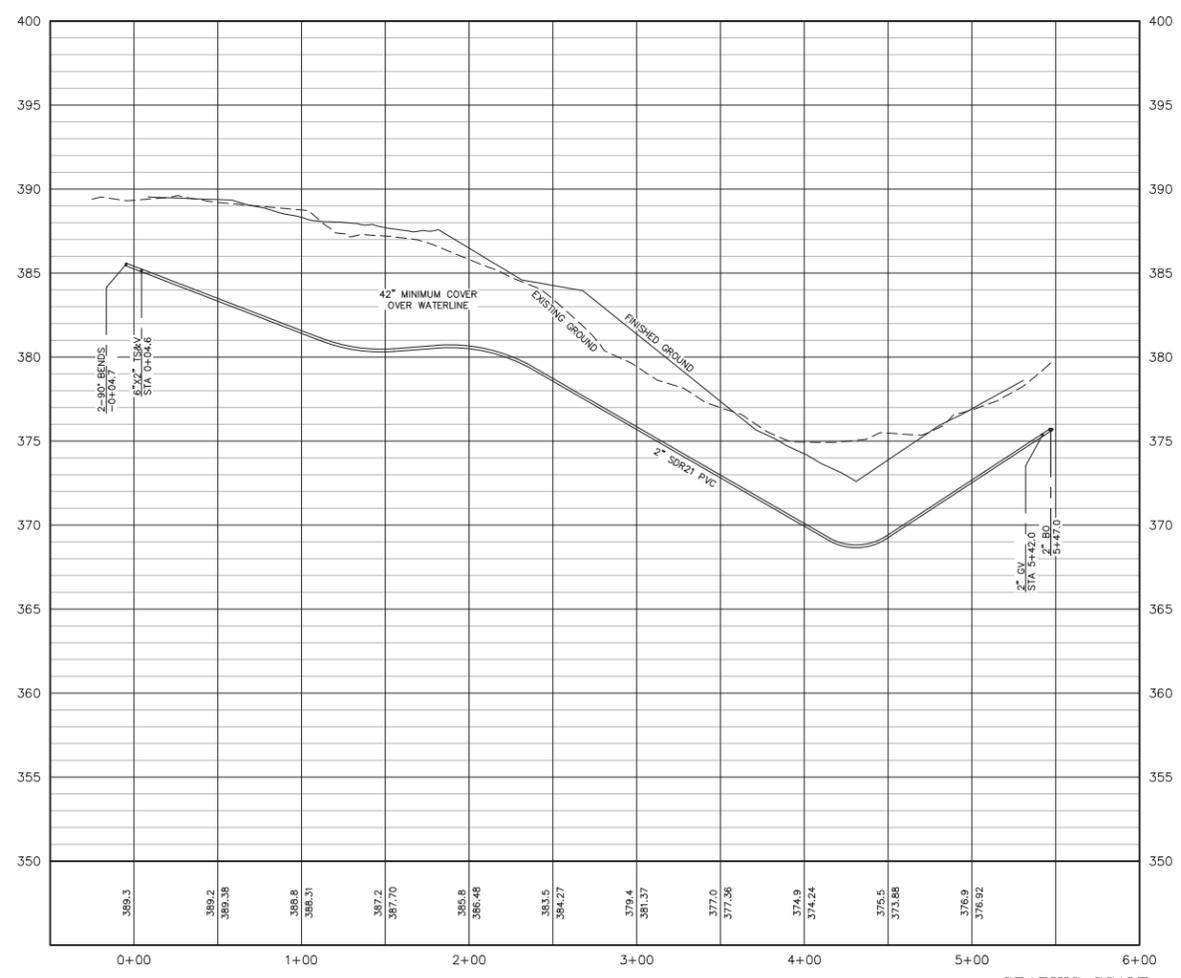
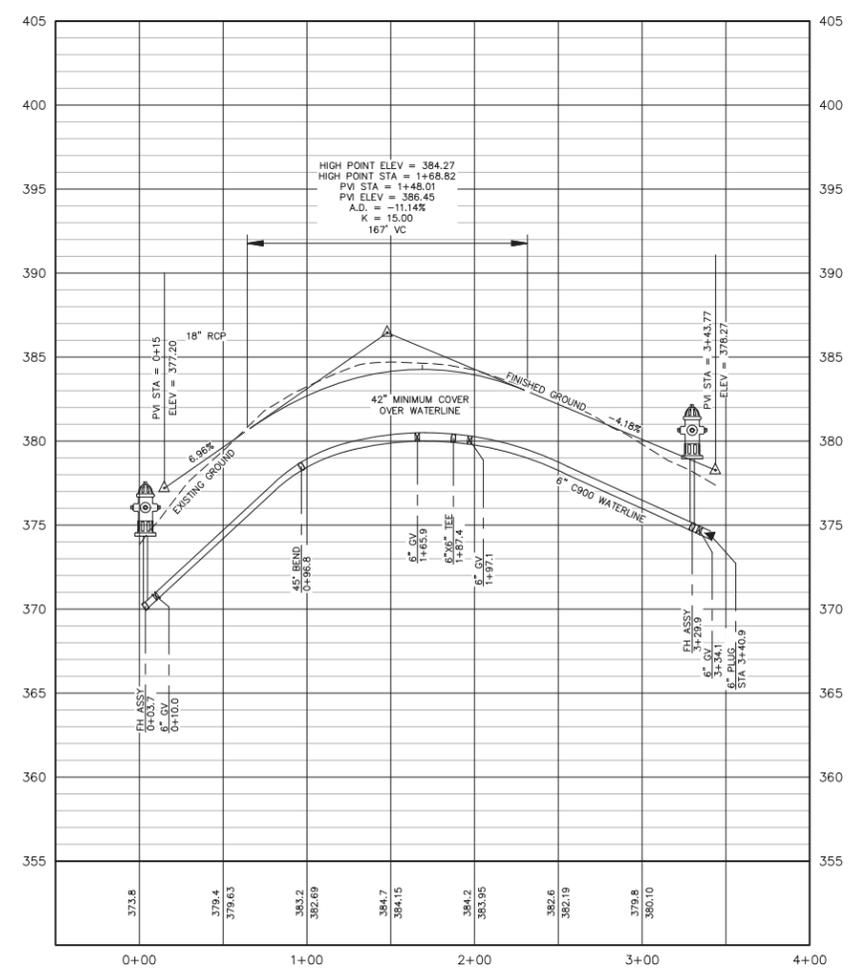
**C-5.0**



**ROAD A**  
 50' R/W (PUBLIC STREET)  
 ROADWAY PROFILE -0+50 TO 4+00



**WATERLINE 1**  
 WATER MAIN -0+50 TO 6+00



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REVISIONS

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

**ROAD B PROFILE**

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
 Phone: (910) 481-0503  
 Fax: (910) 964-9089

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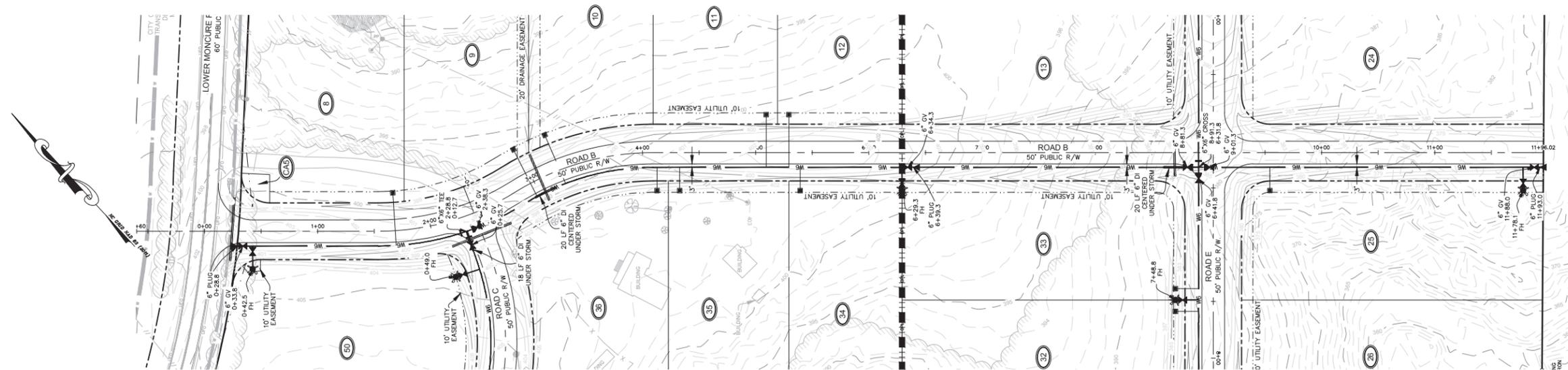
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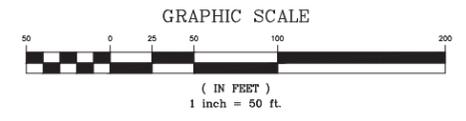
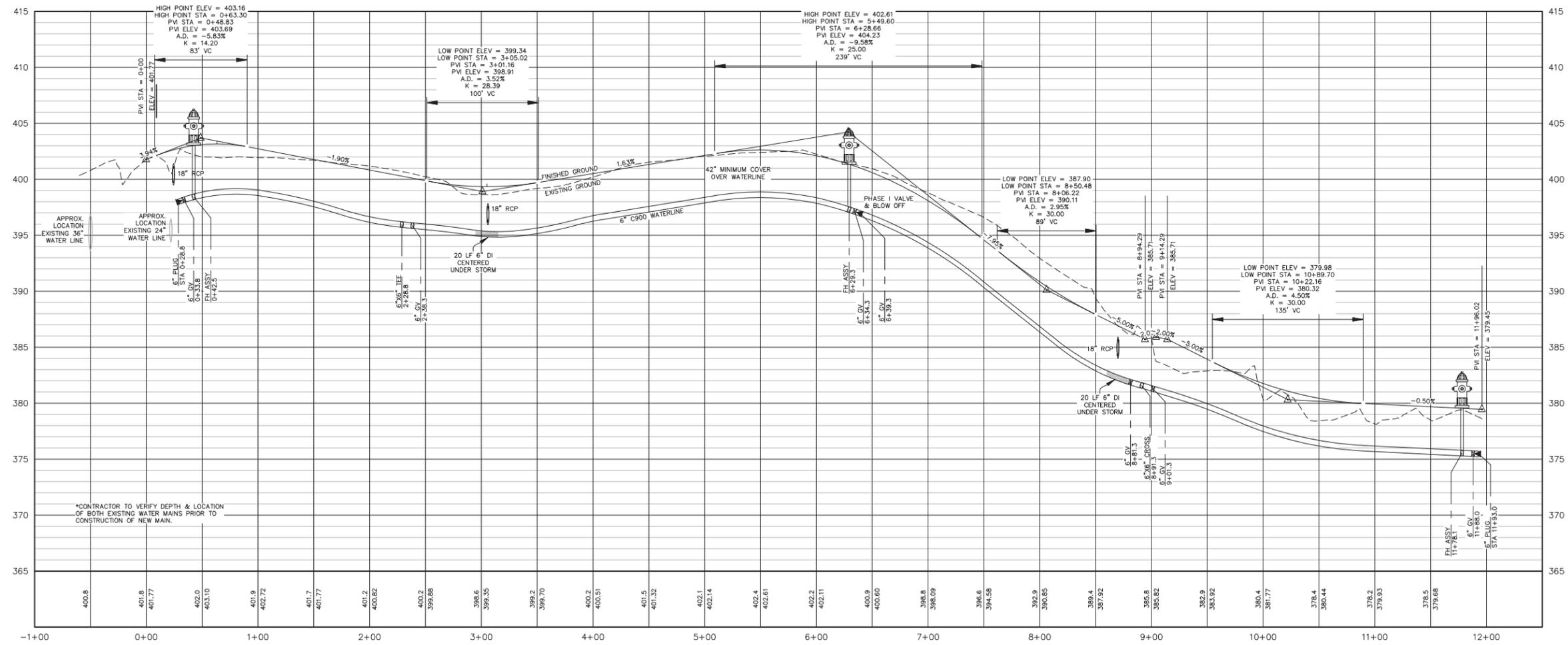
MAY 26, 2020

SHEET NUMBER

**C-5.1**



**ROAD B**  
 50' R/W (PUBLIC STREET)  
 ROADWAY PROFILE -1+00 TO 12+50



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REVISIONS

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

**ROAD C PROFILE**

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
 Phone: (910) 481-0503  
 Fax: (910) 964-9089

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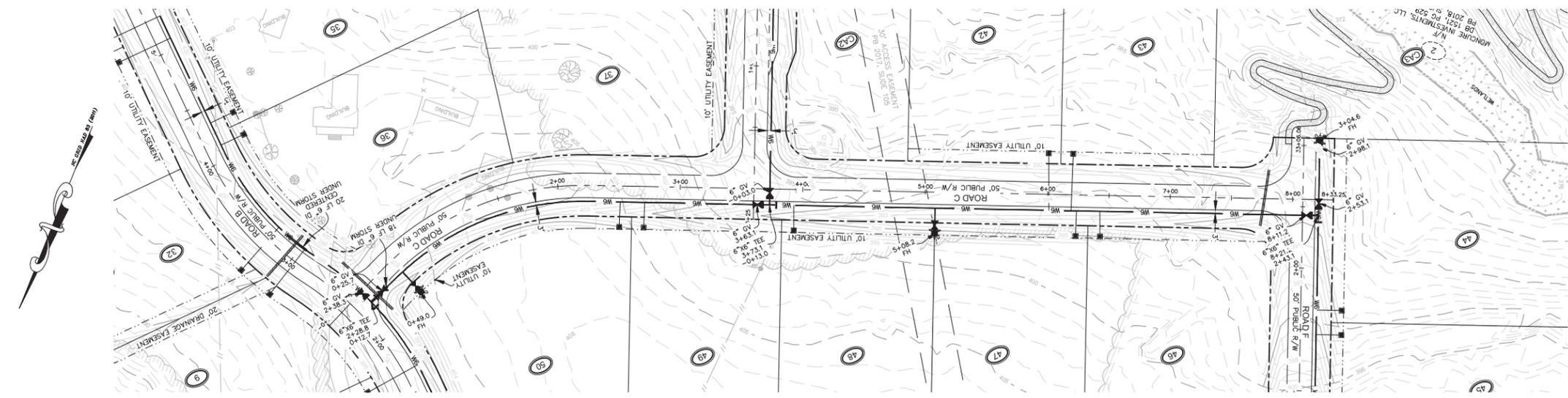
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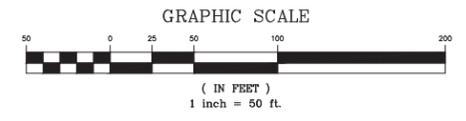
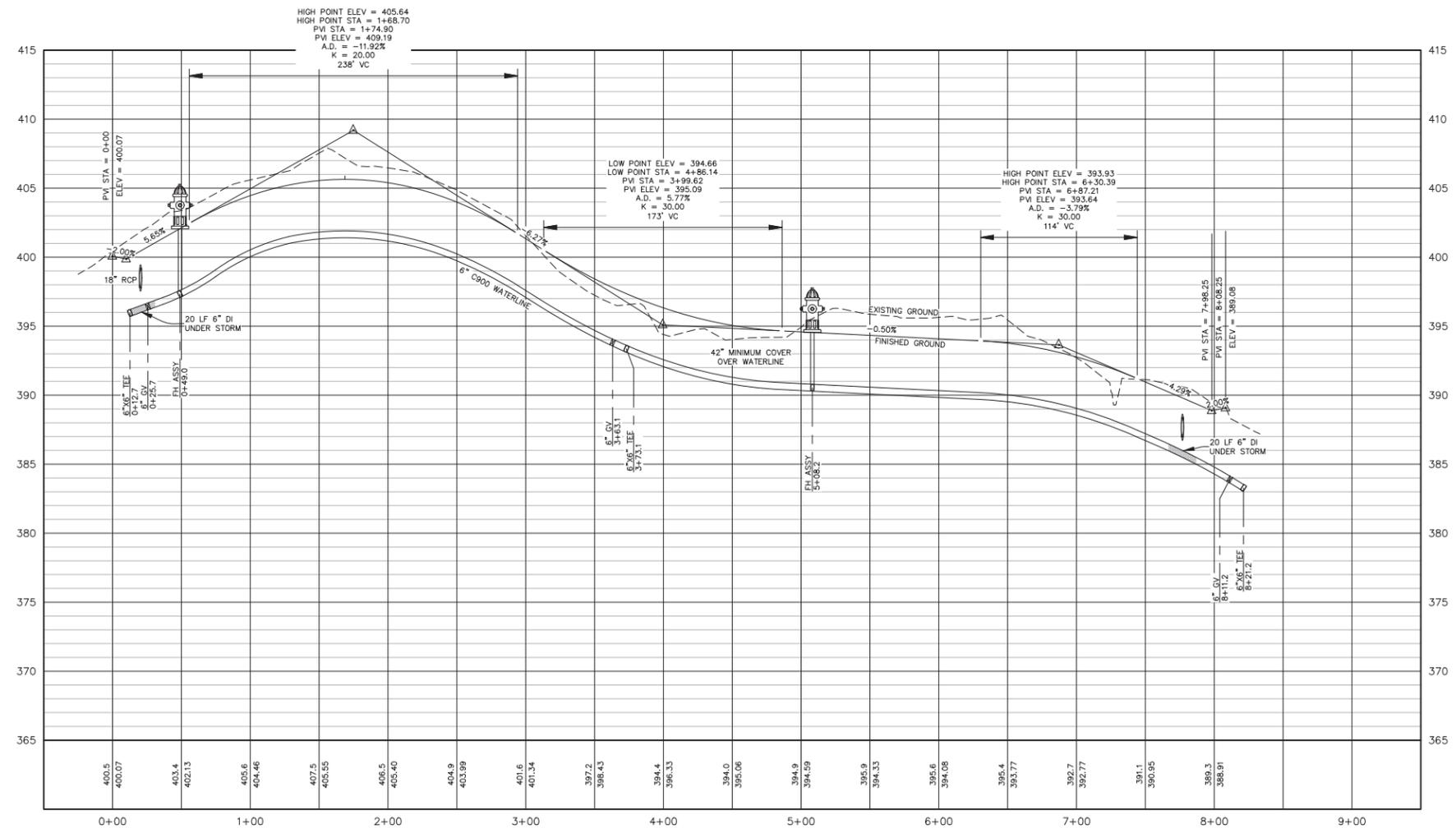
MAY 26, 2020

SHEET NUMBER

**C-5.2**



**ROAD C**  
 50' R/W (PUBLIC STREET)  
 ROADWAY PROFILE -0+50 TO 9+50



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REVISIONS

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

**ROAD E PROFILE**

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
 Phone: (910) 481-0503  
 Fax: (910) 964-9089

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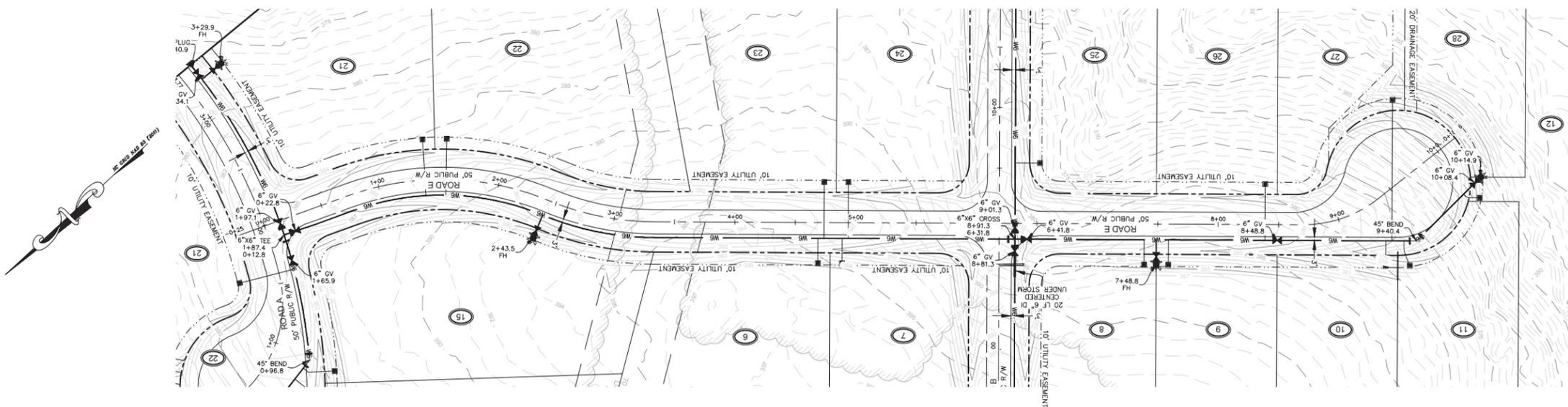
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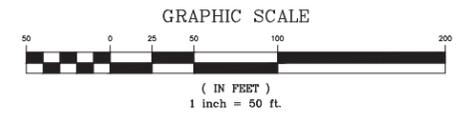
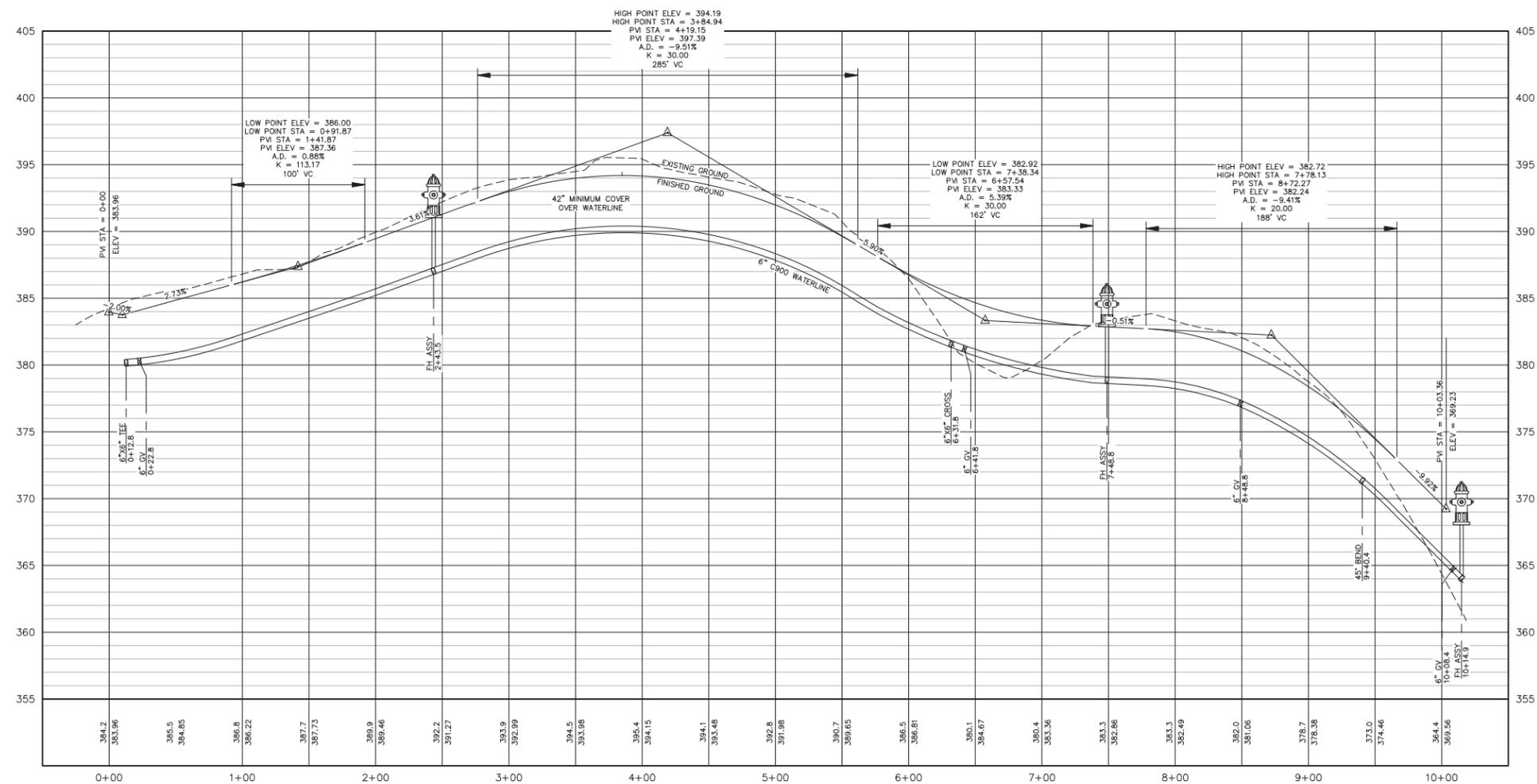
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SHEET NUMBER

**C-5.4**



**ROAD E**  
 50' R/W (PUBLIC STREET)  
 ROADWAY PROFILE -0+50 TO 10+50



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REVISIONS

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

DETAILS

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
 Phone: (910) 481-0503  
 Fax: (910) 964-9089

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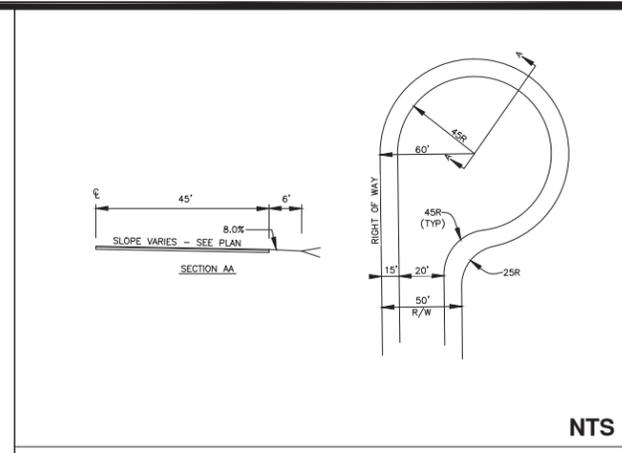
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DATE RELEASED

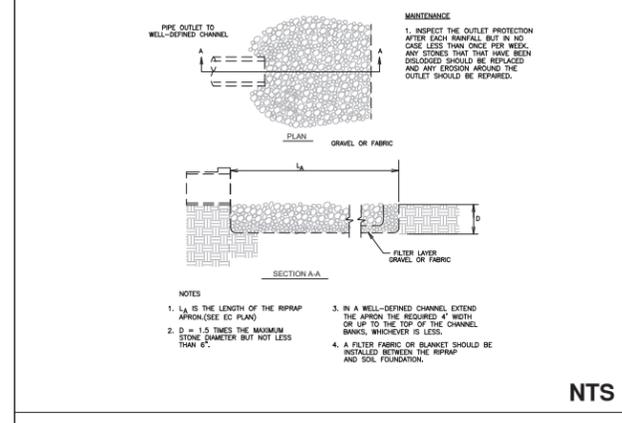
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SHEET NUMBER

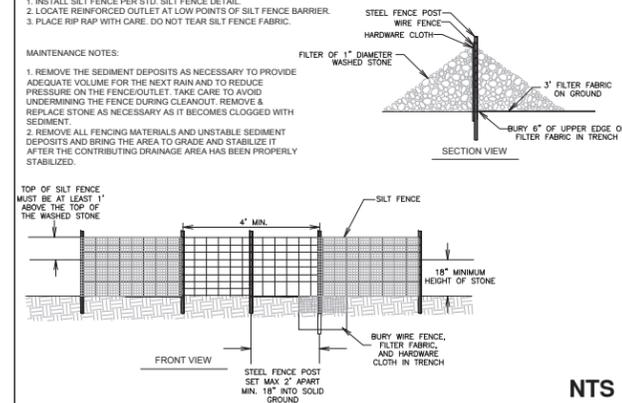
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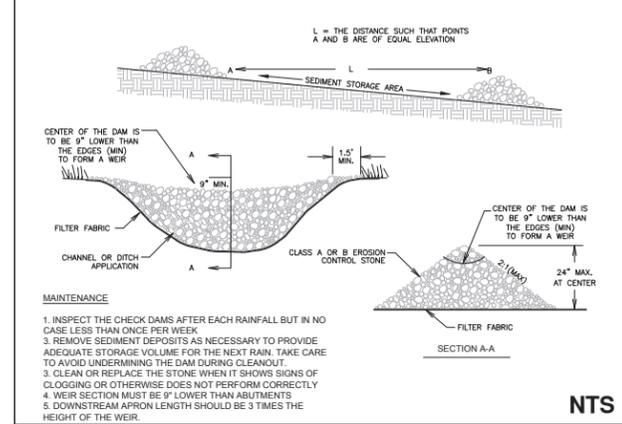
**3 OFFSET CUL-DE-SAC**



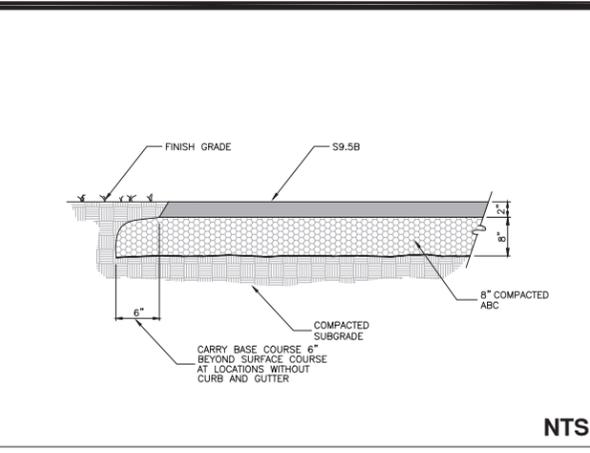
**7 TYPICAL RIP RAP APRON**



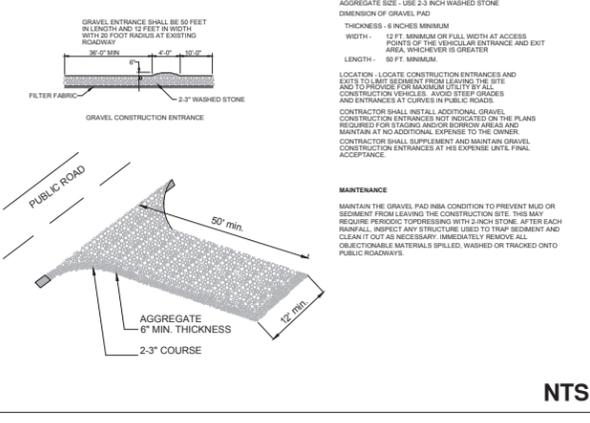
**9 SILT FENCE OUTLET**



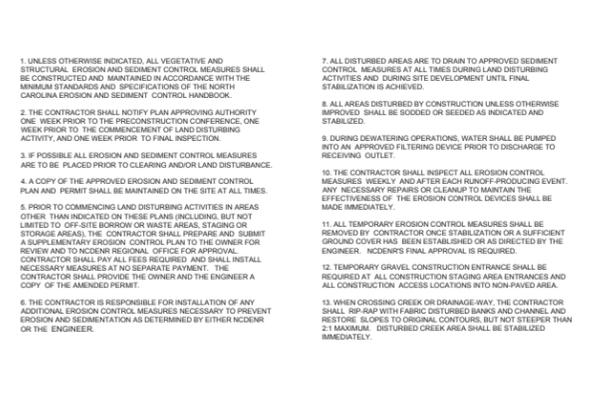
**13 CHECK DAM WITH WEIR**



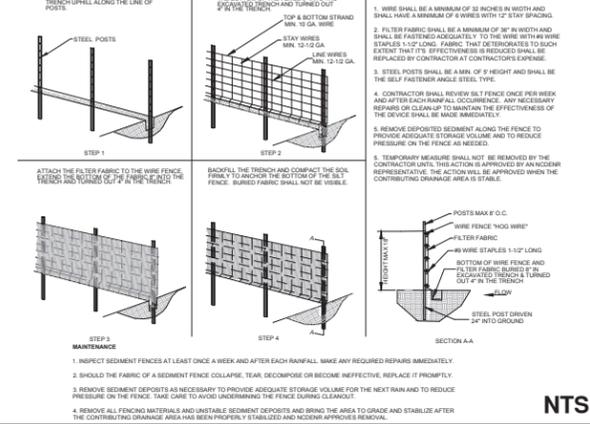
**2 ASPHALT PAVEMENT**



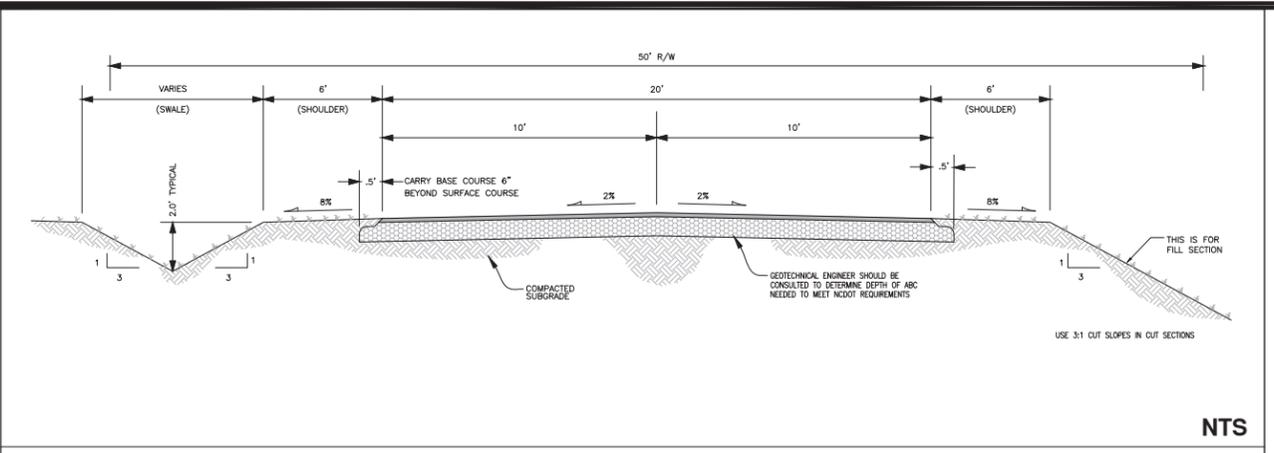
**6 TEMPORARY GRAVEL CONSTRUCTION ENTRANCE**



**8 GENERAL EROSION AND SEDIMENT CONTROL NOTES**



**12 SILT FENCE**



**1 ROADWAY TYPICAL SECTION (WITH DITCH)**

**TEMPORARY SEEDING/MULCHING SPECIFICATIONS (FOR LATE WINTER AND EARLY SPRING)**

SEEDING MIXTURE:  
 SPECIES RATE (LB./ACRE)  
 RYE (GRAIN) 120  
 SWITCHGRASS 50

SEEDING DATES:  
 JANUARY 1 - MAY 1

**SOIL AMENDMENTS:**  
 FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB./ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB./ACRE 10-10-10 FERTILIZER.

**MULCH:**  
 APPLY 4,000 LB./ACRE STRAW, ANCHOR STRAW BY TACKLING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

**MAINTENANCE:**  
 REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

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**TEMPORARY SEEDING/MULCHING SPECIFICATIONS (FOR SUMMER)**

SEEDING MIXTURE:  
 SPECIES RATE (LB./ACRE)  
 GERMAN MILLET 40

A SMALL-STEMMED SUDANGRASS MAY BE SUBSTITUTED AT A RATE OF 50 LB./ACRE.

SEEDING DATES:  
 MAY 1 - AUGUST 15

**SOIL AMENDMENTS:**  
 FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB./ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB./ACRE 10-10-10 FERTILIZER.

**MULCH:**  
 APPLY 4,000 LB./ACRE STRAW, ANCHOR STRAW BY TACKLING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

**MAINTENANCE:**  
 REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

**TEMPORARY SEEDING/MULCHING SPECIFICATIONS (FOR FALL)**

SEEDING MIXTURE:  
 SPECIES RATE (LB./ACRE)  
 RYE (GRAIN) 120

SEEDING DATES:  
 AUGUST 15 - DECEMBER 30

**SOIL AMENDMENTS:**  
 FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB./ACRE GROUND AGRICULTURAL LIMESTONE AND 1,000 LB./ACRE 10-10-10 FERTILIZER.

**MULCH:**  
 APPLY 4,000 LB./ACRE STRAW, ANCHOR STRAW BY TACKLING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

**MAINTENANCE:**  
 REPAIR AND REFERTILIZE DAMAGED AREAS IMMEDIATELY. TOP DRESS WITH 50 LB./ACRE OF NITROGEN IN MARCH. IF IT IS NECESSARY TO EXTEND TEMPORARY COVER BEYOND JUNE 15, OVERSEED WITH 50 LB./ACRE KOBE LESPEDEZA IN LATE OR EARLY MARCH.

**4 TEMPORARY SEEDING SPECIFICATIONS**

**SEEDING SPECIFICATIONS**

SEEDING MIXTURES:  
 SPECIES RATE (LBS./ACRE)  
 PENSACOLA BAHIAGRASS 50  
 INDIAN WOODGATS 2.5  
 VIRGINIA WILD RYE 6  
 EASTERN BOTTLEBRUSH GRASS 2.5  
 WHEAT 30

SEEDING NOTES:  
 1. FROM SEPT. 1 TO MAR. 1 USE UNSCARIFIED SERICEA SEED.  
 2. ON POORLY DRAINED SITES OMIT SERICEA AND INCREASE KOBE TO 30 LB./ACRE.  
 3. WHERE A NEAT APPEARANCE IS DESIRED, OMIT SERICEA AND INCREASE KOBE TO 40 LB./ACRE.

**NURSE PLANTS:**  
 BETWEEN APRIL 15 AND AUG. 15, ADD 10 LB./ACRE OF GERMAN MILLET OR 15 LB./ACRE SUDANGRASS. PRIOR TO MAY 1 OR AFTER AUG. 15, ADD 25 LB./ACRE RYE (GRAIN).

SEEDING DATES:  
 BEST POSSIBLE  
 EARLY SPRING: FEB. 15 - MAR. 20 FEB. 15 - APR. 30  
 FALL: SEPT. 1 - SEPT. 30 SEPT. 1 - OCT. 31

**SOIL AMENDMENTS:**  
 APPLY LIME AND FERTILIZER ACCORDING TO SOIL TEST, OR APPLY 3,000 - 5,000 LB./ACRE GROUND AGRICULTURAL LIMESTONE (USE THE LOWER RATE ON SANDY SOILS) AND 1,000 LB./ACRE 10-10-10 FERTILIZER.

**MULCH:**  
 APPLY 4,000 LB./ACRE GRAIN STRAW OR EQUIVALENT COVER OF ANOTHER SUITABLE MULCH. ANCHOR STRAW BY TACKLING WITH ASPHALT, NETTING, OR ROLLING OR BY CRIMPING WITH A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

**MAINTENANCE:**  
 IF GROWTH IS LESS THAN FULLY ADEQUATE, REFERTILIZE IN THE SECOND YEAR, APPLYING TO THE SOIL TESTS OR TOP DRESS WITH 50 LB./ACRE OF NITROGEN. WHEN SERICEA IS OMITTED FROM THE MIXTURE, RESEED, FERTILIZE, AND MULCH DAMAGED AREAS IMMEDIATELY.

**SEEDING SPECIFICATIONS**

SEEDING MIXTURE:  
 SPECIES RATE (LB./ACRE)  
 LITTLE BLUESTEM 7  
 SWEET WOODCROSS 2.5  
 BROWNTOP MILLET 10  
 RICE CUTGRASS 6

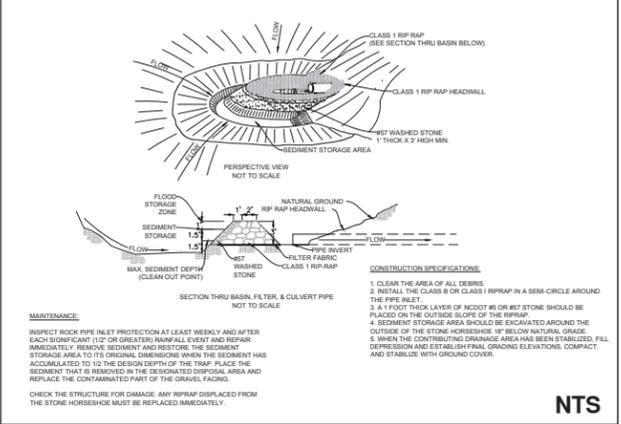
SEEDING DATES:  
 COASTAL PLAINS APR. - JULY

**SOIL AMENDMENTS:**  
 APPLY LIME AND FERTILIZER ACCORDING TO SOIL TEST, OR APPLY 3,000 LB./ACRE GROUND AGRICULTURAL LIMESTONE AND 500 LB./ACRE 10-10-10 FERTILIZER.

**MULCH:**  
 USE JUTE, EXCISION MATTING, OR OTHER EFFECTIVE CHANNEL LINING MATERIAL TO COVER THE BOTTOM OF CHANNELS AND DITCHES. THE LINING SHOULD EXTEND ABOVE THE HIGHEST CALCULATED DEPTH OF FLOW. ON CHANNEL, SIDE SLOPES ABOVE THIS HEIGHT, AND IN DRAINAGES NOT REQUIRING TEMPORARY LININGS, APPLY 4,000 LB./ACRE GRAIN STRAW AND ANCHOR STRAW BY TACKLING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. MULCH AND ANCHORING MATERIALS MUST NOT BE ALLOWED TO WASH DOWN SLOPES WHERE THEY CAN CLOG DRAINAGE DEVICES.

**MAINTENANCE:**  
 A MINIMUM OF 3 WEEKS IS REQUIRED FOR ESTABLISHMENT. INSPECTION AND REPAIR MULCH FREQUENTLY. REFERTILIZE THE FOLLOWING APR. WITH 50 LB./ACRE NITROGEN.

**5 PERMANENT SEEDING SPECIFICATIONS**



**10 ROCK PIPE INLET PROTECTION**

**GROUND STABILIZATION CHART**

SITE AREA DESCRIPTION	STABILIZATION TIME FRAME	STABILIZATION TIME FRAME EXCEPTIONS
PERIMETER DIKS, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED
SLOPES 3:1 OR FLATTER	14 DAYS	7-DAYS FOR SLOPES GREATER THAN 50 FEET IN LENGTH
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE (EXCEPT FOR PERIMETERS AND HOW ZONES)

**11 GROUND STABILIZATION CHART**

**12 SILT FENCE**



REVISIONS

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DETAILS

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
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 Fax: (910) 964-9089

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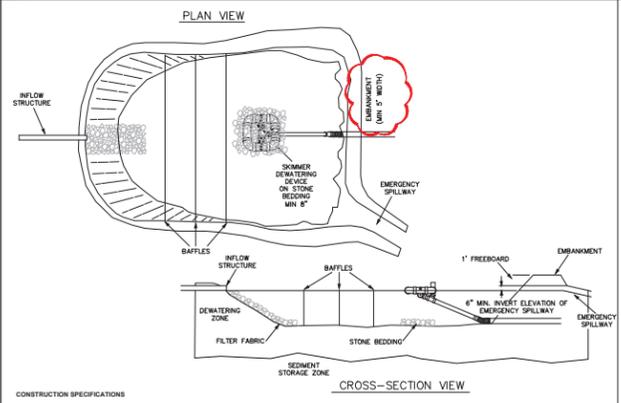
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DATE RELEASED

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**CONSTRUCTION SPECIFICATIONS**

- CLEAR GRUB & STRIP TOPSOIL FROM AREAS UNDER THE EMBANKMENT TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL. PLACE TEMPORARY SEDIMENT CONTROLS BELOW THE BASIN AS NEEDED.
- ENSURE THAT FILL MATERIAL FOR THE EMBANKMENT IS FREE OF ROOTS, WOOD VEGETATION, ORGANIC MATTER AND OTHER OBJECTIONABLE MATERIAL. PLACE THE FILL IN LIFTS NOT TO EXCEED 6 INCHES AND MACHINE COMPACT IT TO OVER FILL THE EMBANKMENT 6 INCHES TO ALLOW FOR SETTLEMENT.
- SHAPE THE BASIN TO THE SPECIFIED DIMENSIONS. PREVENT THE SKIMMING DEVICE FROM SETTLING INTO THE BASIN BY EXCAVATING A SLOWFLOW PIT UNDER THE SKIMMER OR PROVIDING A LOW SUPPORT UNDER THE SKIMMER OF STONE OR TIMBER.
- PLACE THE BARREL ON A FIRM, SMOOTH FOUNDATION OF IMPERVIOUS SOIL. PLACE THE FILL MATERIAL AROUND THE PIPE SPILLWAY IN 4 INCH LAYERS AND COMPACT IT UNDER AND AROUND THE PIPE TO AT LEAST THE SAME DENSITY AS THE ADJACENT EMBANKMENT. PLACE A MINIMUM OF 2 FEET OF COMPACTED BACKFILL OVER THE PIPE SPILLWAY BEFORE CROSSING IT WITH CONSTRUCTION EQUIPMENT.
- ASSEMBLE THE SKIMMER FOLLOWING THE MANUFACTURER'S INSTRUCTIONS.
- LAY THE ASSEMBLED SKIMMER ON THE BOTTOM OF THE BASIN WITH THE FLEXIBLE JOINT AT THE INLET OF THE BARREL PIPE ATTACHED TO THE FLEXIBLE JOINT TO THE BARREL PIPE AND POSITION THE SKIMMER OVER THE EXCAVATED PIT. ATTACH A ROPE TO THE SKIMMER AND ANCHOR IT TO THE SIDE OF THE BASIN.
- INSTALL THE SPILLWAY IN UNDISTURBED SOIL TO THE GREATEST EXTENT POSSIBLE. THE SPILLWAY SHOULD BE LINED WITH LAMINATED PLASTIC OR IMPERVIOUS GEOTEXTILE FABRIC. THE FABRIC MUST BE WELDED TOGETHER ENOUGH TO COVER THE BOTTOM AND SIDES AND EXTEND ON TO THE TOP OF THE DAM AND ANCHORING IN A TRENCH. THE EDGES MAY BE SECURED WITH 1/2 INCH STAPLES. THE FABRIC MUST BE LONG ENOUGH TO EXTEND DOWN THE SLOPE AND EXTEND ON TO STABLE GROUND. THE WIDTH OF THE FABRIC MUST BE ONE PIECE. IF MULTIPLE SECTIONS ARE REQUIRED, THE UPPER SECTION SHOULD LAP THE LOWER SECTION SO THAT WATER CANNOT FLOW UNDER THE FABRIC.
- DISCHARGE WATER INTO THE BASIN TO PREVENT EROSION. USE TEMPORARY SLOPE GRASS OR DIVERSIONS WITH AN OUTLET PROTECTION TO PREVENT SEDIMENT LADEN WATER TO THE UPPER END OF THE POOL AREA TO IMPROVE BASIN TRAP EFFICIENCY.
- CONSTRUCT THE STRUCTURE SO THAT THE DISTURBED AREA IS MINIMIZED. DIVERT SURFACE WATER AWAY FROM BARE AREAS. COMPLETE THE EMBANKMENT BEFORE THE AREA IS CLEARED.
- INSTALL POROUS BAFFLES AS SPECIFIED.
- AFTER ALL SEDIMENT PRODUCING AREAS HAVE BEEN STABILIZED, REMOVE THE STRUCTURE AND ALL THE UNSUITABLE SEDIMENT. SMOOTH THE AREA TO BLEND WITH THE ADJACENT AREAS AND STABILIZE PROPERLY.

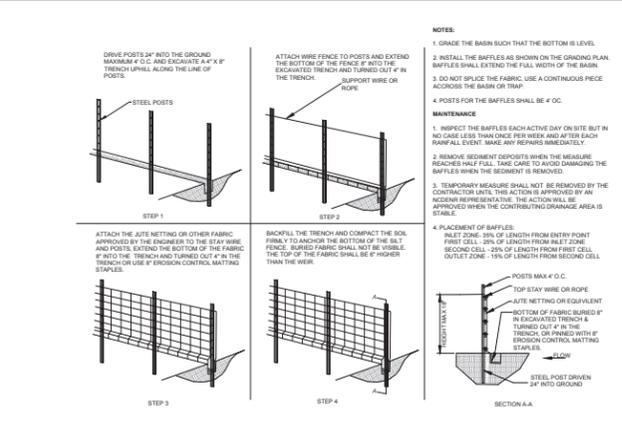
**MAINTENANCE**

INSPECT SKIMMER SEDIMENT BASINS WEEKLY AND AFTER EACH PERIOD OF SIGNIFICANT RAINFALL. REMOVE SEDIMENT AND RESTORE THEM TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE HEIGHT OF THE FIRST BAFFLE. EXCAVATE SEDIMENT FROM THE OTHER BASINS. MAKE SURE VEGETATION GROWING IN THE BOTTOM OF THE BASIN DOES NOT HOLD DOWN THE SKIMMER. PLACE THE SEDIMENT THAT IS REMOVED IN AN AREA WITH SEDIMENT CONTROLS.

REPAIR THE BAFFLES IF THEY ARE DAMAGED. RE-ANCHOR THE BAFFLES IF WATER IS FLOWING UNDERNEATH OR AROUND THEM.

UNCLOGGED THE SKIMMER AS NEEDED. CHECK TO MAKE SURE ORIFICE INSIDE OF THE SKIMMER IS NOT CLOGGED. IF SO, REMOVE THE DEBRIS. IF SKIMMER ARM OR BARREL IS CLOGGED, REMOVE THE ORIFICE AND CLEAN THE DEBRIS.

CHECK THE FABRIC LINED SPILLWAY FOR DAMAGE AND MAKE ANY REQUIRED REPAIRS WITH FABRIC THAT SPANS THE FULL WIDTH OF THE SPILLWAY. CHECK THE EMBANKMENT SPILLWAY AND OUTLET FOR EROSION DAMAGE. MAKE ALL NECESSARY REPAIRS IMMEDIATELY. REMOVE TRASH AND DEBRIS FROM THE SKIMMER AND POOL AREAS.



**NOTES:**

- GRADE THE BASIN SUCH THAT THE BOTTOM IS LEVEL.
- INSTALL THE BAFFLES AS SHOWN ON THE GRADING PLAN. BAFFLES SHALL EXTEND THE FULL WIDTH OF THE BASIN.
- DO NOT STAPLE THE FABRIC. USE A CONTINUOUS PIECE ACROSS THE BASIN OR TRAP.
- POSTS FOR THE BAFFLES SHALL BE 4" O.C.

**MAINTENANCE:**

- INSPECT THE BAFFLES EACH ACTIVE DAY ON SITE BUT IN NO CASE LESS THAN ONCE PER WEEK AND AFTER EACH RAINFALL EVENT. MAKE ANY REPAIRS IMMEDIATELY.
- REMOVE SEDIMENT DEPOSITS WHEN THE MEASURE REACHES HALF FULL. TAKE CARE TO AVOID DAMAGING THE BAFFLES WHEN THE SEDIMENT IS REMOVED.
- TEMPORARY MEASURE SHALL NOT BE REMOVED BY THE CONTRACTOR UNTIL THE MEASURE IS APPROVED BY AN INSPECTOR REPRESENTATIVE. THE ACTION WILL BE APPROVED WHEN THE CONTRIBUTING DRAINAGE AREA IS STABLE.

**PLACEMENT OF BAFFLES:**

INLET ZONE: 10% OF LENGTH FROM ENTRY POINT  
 FIRST CELL: 20% OF LENGTH FROM INLET ZONE  
 SECOND CELL: 20% OF LENGTH FROM FIRST CELL  
 OUTLET ZONE: 10% OF LENGTH FROM SECOND CELL

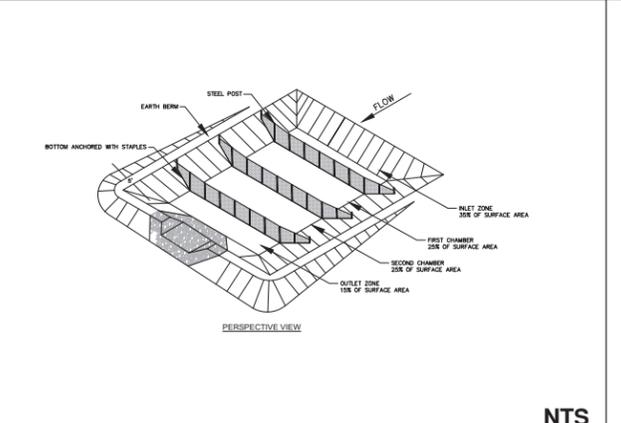
POSTS MAX 4" O.C.  
 - JUTE NETTING OR EQUIVALENT  
 - TOP STAY WIRE OR HOPE  
 - BOTTOM OF FABRIC BURIED 6" IN EXCAVATED TRENCH & TURNED OUT 4" IN THE TRENCH, OR FINED WITH 1/2" EROSION CONTROL MATTING STAPLES  
 - STEEL POST DRIVEN 24" INTO GROUND

**TEMPORARY DIVERSION KEY NOTES:**

- CLEAR THE AREA UNDER THE BERM AND STRIP THE ROOTS/OTHER ORGANICS.
- COMPACT THE SIDE SLOPES, PREFERABLY WITH A TRACKED VEHICLE TO SLOW RUNOFF VELOCITIES.
- VEGETATE THE RIDGE OF THE BERM IMMEDIATELY AFTER CONSTRUCTION TO SLOW RAINFALL IN PLACE FOR LESS THAN 30 DAYS.

**MAINTENANCE:**

INSPECT TEMPORARY DIVERSIONS ONCE A WEEK AND AFTER EVERY RAINFALL. IMMEDIATELY REMOVE SEDIMENT FROM THE FLOW AREA AND REPAIR THE DIVERSION RIDGE. CAREFULLY CHECK OUTLETS AND MAKE TIMELY REPAIRS AS NEEDED.



**NOTES:**

- INSPECT THE BAFFLES EACH ACTIVE DAY ON SITE BUT IN NO CASE LESS THAN ONCE PER WEEK AND AFTER EACH RAINFALL EVENT. MAKE ANY REPAIRS IMMEDIATELY.
- REMOVE SEDIMENT DEPOSITS WHEN THE MEASURE REACHES HALF FULL. TAKE CARE TO AVOID DAMAGING THE BAFFLES WHEN THE SEDIMENT IS REMOVED.
- TEMPORARY MEASURE SHALL NOT BE REMOVED BY THE CONTRACTOR UNTIL THE MEASURE IS APPROVED BY AN INSPECTOR REPRESENTATIVE. THE ACTION WILL BE APPROVED WHEN THE CONTRIBUTING DRAINAGE AREA IS STABLE.

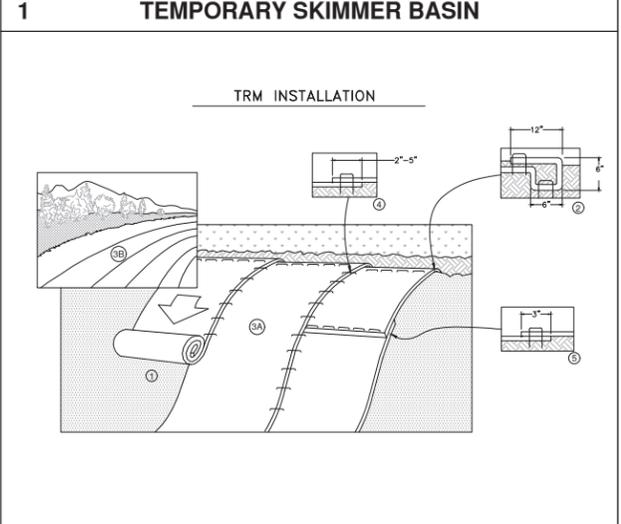
**PLACEMENT OF BAFFLES:**

INLET ZONE: 10% OF LENGTH FROM ENTRY POINT  
 FIRST CELL: 20% OF LENGTH FROM INLET ZONE  
 SECOND CELL: 20% OF LENGTH FROM FIRST CELL  
 OUTLET ZONE: 10% OF LENGTH FROM SECOND CELL

POSTS MAX 4" O.C.  
 - JUTE NETTING OR EQUIVALENT  
 - TOP STAY WIRE OR HOPE  
 - BOTTOM OF FABRIC BURIED 6" IN EXCAVATED TRENCH & TURNED OUT 4" IN THE TRENCH, OR FINED WITH 1/2" EROSION CONTROL MATTING STAPLES  
 - STEEL POST DRIVEN 24" INTO GROUND

**STAPLE PATTERN FOR 8' ROLLS**

0.7 STAPLES PER SQ. YD. (0.8 STAPLES PER SQ. M)  
 1.3 STAPLES PER SQ. YD. (1.5 STAPLES PER SQ. M)  
 1.7 STAPLES PER SQ. YD. (2.0 STAPLES PER SQ. M)  
 3.4 STAPLES PER SQ. YD. (4.1 STAPLES PER SQ. M)  
 3.8 STAPLES PER SQ. YD. (4.5 STAPLES PER SQ. M)



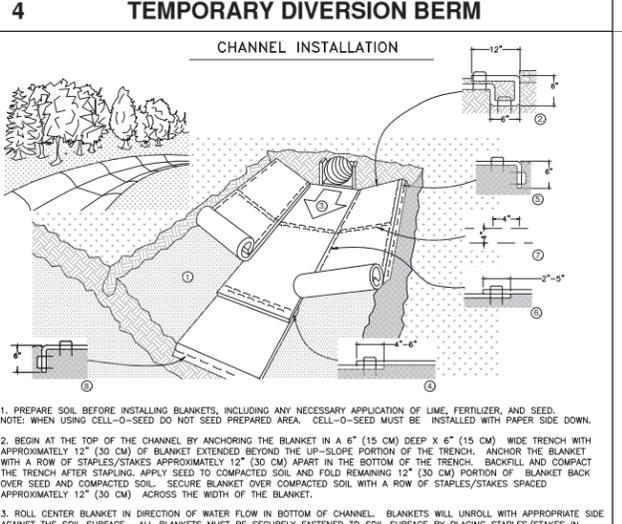
**TRM INSTALLATION**

- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30 CM) OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE BLANKET.
- ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
- THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING ON BLANKET TYPE.
- CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE BLANKET WIDTH.

**NOTE:**  
 \*IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.

**MAINTENANCE:**

- INSPECT THE EROSION CONTROL BLANKET ONCE A WEEK AND AFTER EVERY RAINFALL.
- IMMEDIATELY REPAIR AND/OR REPLACE ANY DAMAGED BLANKET.
- IF GROUND COVER IS NOT ESTABLISHED THROUGH THE BLANKET WITHIN 2 WEEKS, THE BLANKET SHOULD BE REMOVED AND THE AREA RESEED. AFTER RESEEDING, THE BLANKET SHOULD BE REINSTALLED.



**CHANNEL INSTALLATION**

- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
- BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE BLANKET IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30 CM) OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) ACROSS THE WIDTH OF THE BLANKET.
- ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW IN BOTTOM OF CHANNEL. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
- PLACE CONSECUTIVE BLANKETS END OVER END (SHINGLE STYLE) WITH A 4" - 6" (10 CM - 15 CM) OVERLAP. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (10 CM) APART AND 4" (10 CM) ON CENTER TO SECURE BLANKETS.
- FULL LENGTH EDGE OF BLANKETS AT TOP OF SIDE SLOPES MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- ADJACENT BLANKETS MUST BE OVERLAPPED APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) (DEPENDING ON BLANKET TYPE) AND STAPLED.
- IN HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT (9 M - 12 M) INTERVALS. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (10 CM) APART AND 4" (10 CM) ON CENTER OVER ENTIRE WIDTH OF THE CHANNEL.
- THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. NOTE: \* IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY ANCHOR THE BLANKETS.

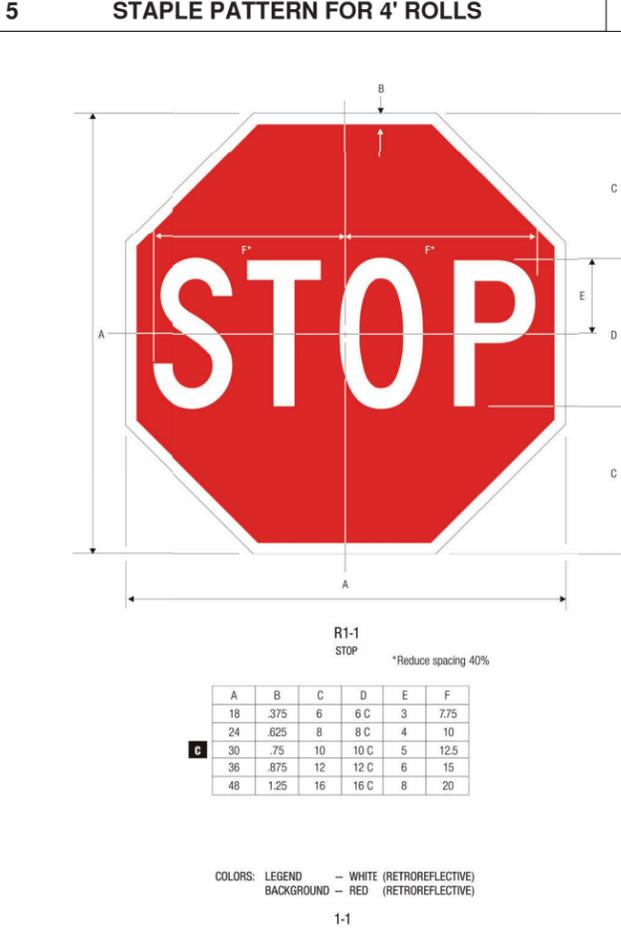
**CRITICAL POINTS**

A. OVERLAPS AND SEAMS  
 B. PROJECTED WATER LINE  
 C. CHANNEL BOTTOM/SIDE SLOPE VERTICES

**NOTE:**  
 \* HORIZONTAL STAPLE SPACING SHOULD BE ALTERED IF NECESSARY TO ALLOW STAPLES TO SECURE THE CRITICAL POINTS ALONG THE CHANNEL SURFACE.  
 \*\* IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY ANCHOR THE BLANKETS.

**MAINTENANCE:**

- INSPECT THE EROSION CONTROL BLANKET ONCE A WEEK AND AFTER EVERY RAINFALL.
- IMMEDIATELY REPAIR AND/OR REPLACE ANY DAMAGED BLANKET.
- IF GROUND COVER IS NOT ESTABLISHED THROUGH THE BLANKET WITHIN 2 WEEKS, THE BLANKET SHOULD BE REMOVED AND THE AREA RESEED. AFTER RESEEDING, THE BLANKET SHOULD BE REINSTALLED.



6 EROSION CONTROL BLANKET INSTALLATION

7 EROSION CONTROL BLANKET INSTALLATION

8 EROSION CONTROL BLANKET INSTALLATION

3 STAPLE PATTERN FOR 8' ROLLS

**NOTES:**

- GRADE THE BASIN SUCH THAT THE BOTTOM IS LEVEL.
- INSTALL THE BAFFLES AS SHOWN ON THE GRADING PLAN. BAFFLES SHALL EXTEND THE FULL WIDTH OF THE BASIN.
- DO NOT STAPLE THE FABRIC. USE A CONTINUOUS PIECE ACROSS THE BASIN OR TRAP.
- POSTS FOR THE BAFFLES SHALL BE 4" O.C.

**MAINTENANCE:**

- INSPECT THE BAFFLES EACH ACTIVE DAY ON SITE BUT IN NO CASE LESS THAN ONCE PER WEEK AND AFTER EACH RAINFALL EVENT. MAKE ANY REPAIRS IMMEDIATELY.
- REMOVE SEDIMENT DEPOSITS WHEN THE MEASURE REACHES HALF FULL. TAKE CARE TO AVOID DAMAGING THE BAFFLES WHEN THE SEDIMENT IS REMOVED.
- TEMPORARY MEASURE SHALL NOT BE REMOVED BY THE CONTRACTOR UNTIL THE MEASURE IS APPROVED BY AN INSPECTOR REPRESENTATIVE. THE ACTION WILL BE APPROVED WHEN THE CONTRIBUTING DRAINAGE AREA IS STABLE.

**PLACEMENT OF BAFFLES:**

INLET ZONE: 10% OF LENGTH FROM ENTRY POINT  
 FIRST CELL: 20% OF LENGTH FROM INLET ZONE  
 SECOND CELL: 20% OF LENGTH FROM FIRST CELL  
 OUTLET ZONE: 10% OF LENGTH FROM SECOND CELL

POSTS MAX 4" O.C.  
 - JUTE NETTING OR EQUIVALENT  
 - TOP STAY WIRE OR HOPE  
 - BOTTOM OF FABRIC BURIED 6" IN EXCAVATED TRENCH & TURNED OUT 4" IN THE TRENCH, OR FINED WITH 1/2" EROSION CONTROL MATTING STAPLES  
 - STEEL POST DRIVEN 24" INTO GROUND

**STAPLE PATTERN FOR 4' ROLLS**

0.7 STAPLES PER SQ. YD. (0.8 STAPLES PER SQ. M)  
 1.3 STAPLES PER SQ. YD. (1.5 STAPLES PER SQ. M)  
 1.7 STAPLES PER SQ. YD. (2.0 STAPLES PER SQ. M)  
 3.4 STAPLES PER SQ. YD. (4.1 STAPLES PER SQ. M)  
 3.8 STAPLES PER SQ. YD. (4.5 STAPLES PER SQ. M)

6 EROSION CONTROL BLANKET INSTALLATION





REVISIONS

PROJECT NAME

**MONCURE HILLS SUBDIVISION**

DETAILS

CLIENT



639 Executive Place, Suite 400  
 Fayetteville, North Carolina 28305  
 Phone: (910) 481-0503  
 Fax: (910) 964-9089

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1463

DRAWING SCALE

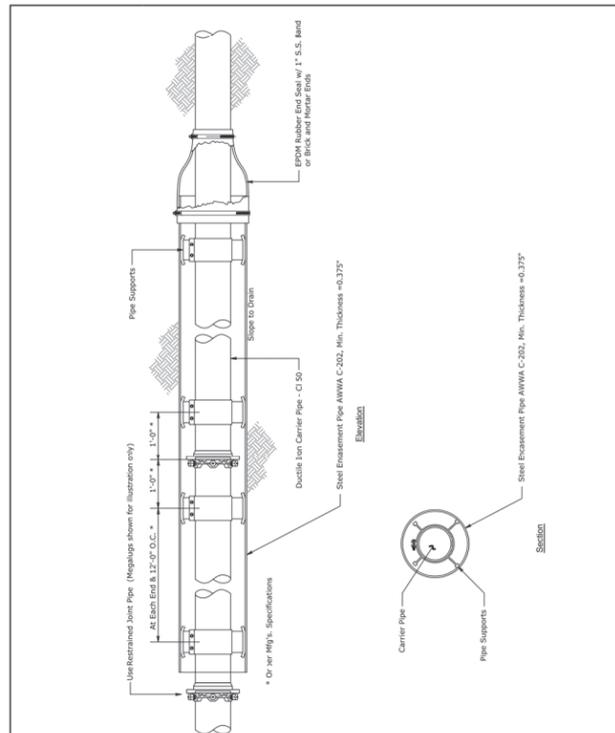
NOT TO SCALE

DATE RELEASED

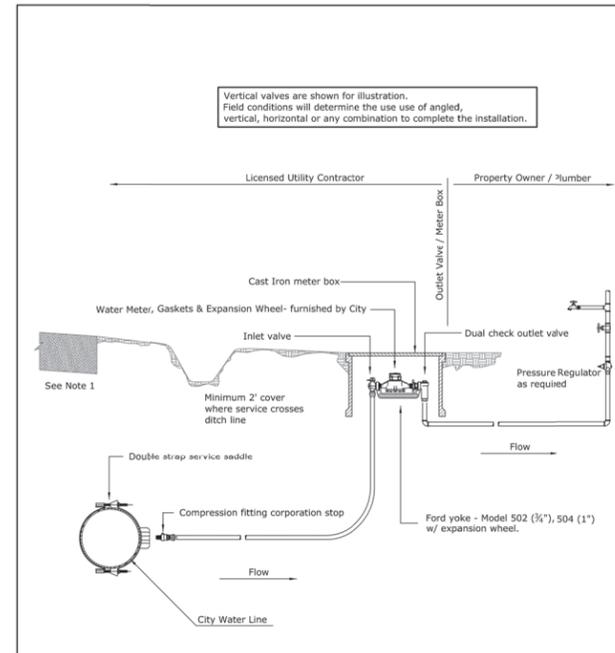
MAY 26, 2020

SHEET NUMBER

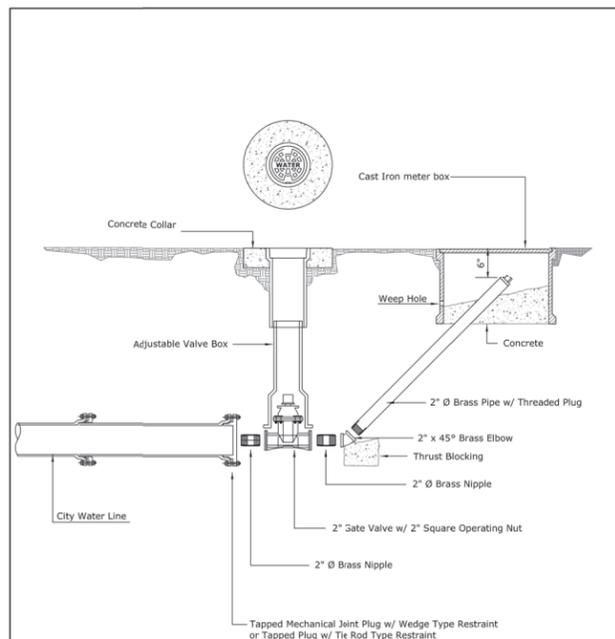
**C-6.3**



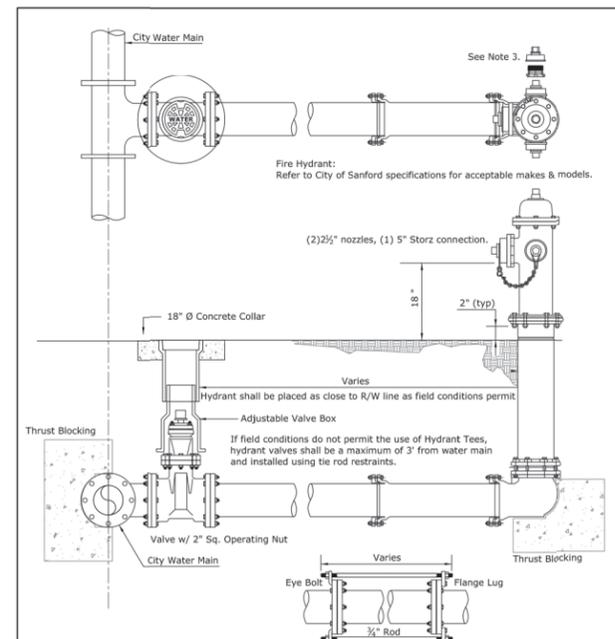
**Encasement Pipe**  
 City of Sanford Engineering Dept - P.O. Box 3729 - Sanford, NC 27331  
 Dwg. No. SD-S-005  
 Date: 07/10/14  
 Scale: Not To Scale  
 Drawn By: Staff



**Residential Water Tap & Meter**  
 City of Sanford Engineering Dept - P.O. Box 3729 - Sanford, NC 27331  
 Dwg. No. SD-W-001  
 Date: 07/10/14  
 Scale: Not To Scale  
 Drawn By: Staff

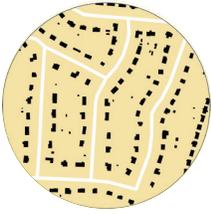


**Two Inch Blow-Off Assembly**  
 City of Sanford Engineering Dept - P.O. Bx 3729 - Sanford, NC 27331  
 Dwg. No. SD-W-008  
 Date: 07/10/14  
 Scale: Not To Scale  
 Drawn By: Staff



**Fire Hydrant Assembly**  
 City of Sanford Engineering Dept - P.O. Box 3729 - Sanford, NC 27331  
 Dwg. No. SD-W-009  
 Date: 07/10/14  
 Scale: Not To Scale  
 Drawn By: Staff

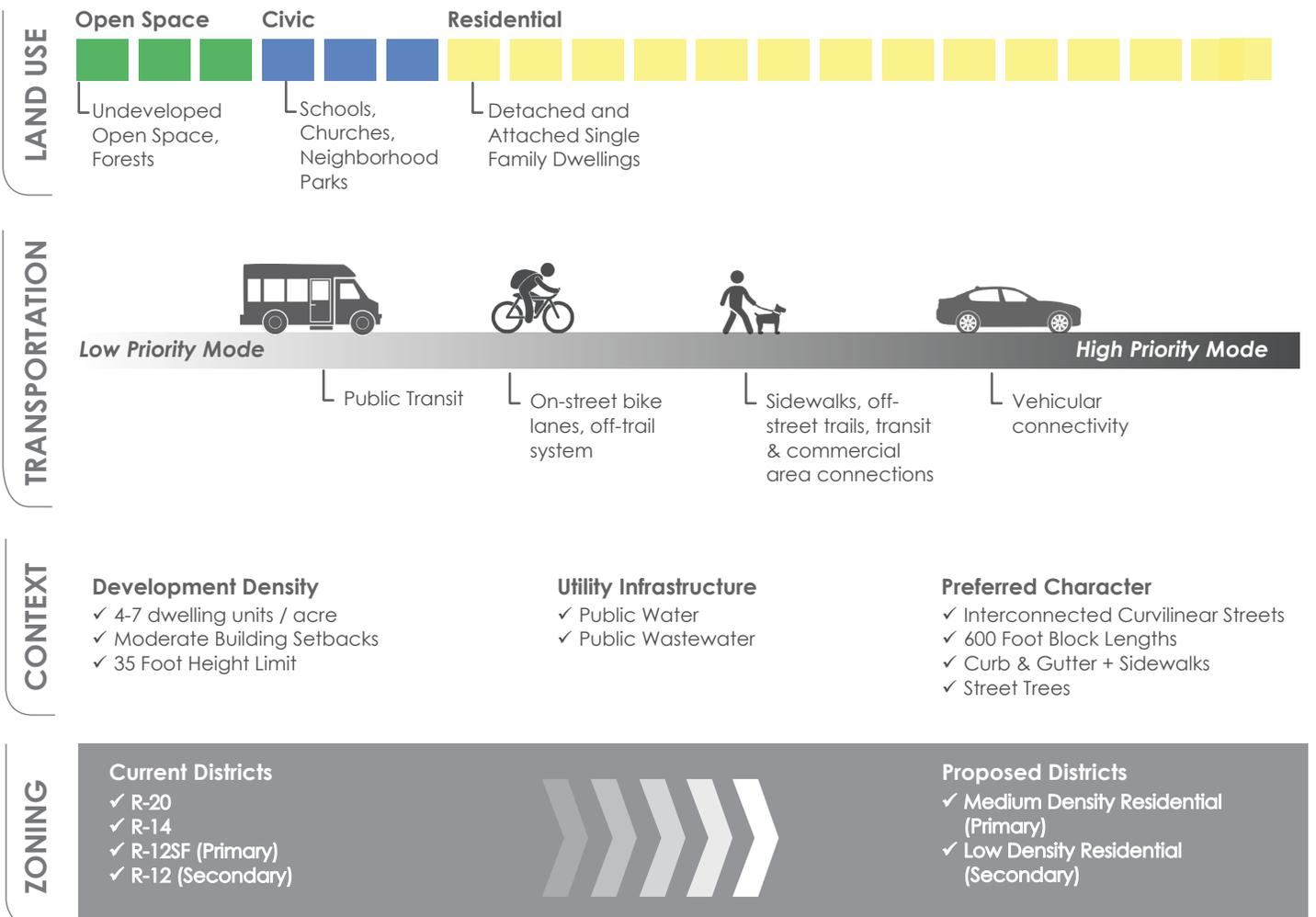
I:\Caviness Land\1463\Lower Moncure Road Subdivision\DWG\SD-W-003-1463-05-26-20.dwg - C:\3107\TAB & 4-27-2003 2:30:08 PM



## SUBURBAN NEIGHBORHOOD

- ✓ Residential areas on the outskirts of a core urbanized area
- ✓ Facilitates large scale development of single family residential
- ✓ Walkable, with high degree of transportation connectivity between neighborhoods and surrounding network thoroughfares

**Local Example - Westlake Valley Neighborhood in Sanford**



# Southeastern Soil & Environmental Associates, Inc.

P.O. Box 9321  
Fayetteville, NC 28311  
Phone/Fax (910) 822-4540  
Email mike@southeasternsoil.com

November 29, 2018

Mrs. PJ Gay  
Caviness Land  
638 Executive Place, Suite 400  
Fayetteville, NC 28305

Re: Preliminary soil evaluation for subsurface waste disposal, Parcel 2, Box Bend, LLC.,  
Lower Moncure Road, Lee County, North Carolina

Dear Mrs. Gay,

A preliminary soils investigation has been completed for the above referenced property at your request. The property is located on Lower Moncure Road as illustrated on the accompanying maps. The purpose of the investigation was to determine the extent of soil areas that may have the ability to support subsurface waste disposal systems for a proposed residential subdivision. All ratings and determinations were made in accordance with "Laws and Rules for Sanitary Sewage Collection, Treatment, and Disposal, 15A NCAC 18A .1900".

Southeastern Soil and Environmental Associates, Inc. (SSEA) performed these soil evaluations in September and October 2018. SSEA traversed the property and observed landforms (slope, drainage patterns, etc.) as well as soil conditions through the use of hand auger borings and/or soil probes. From these observations and GPS location (accuracy may vary; **not based on a current survey**) the boundaries between usable and unusable soils has been **estimated** on the accompanying maps (scale as shown).

Two distinct soil patterns were observed in the field evaluations. They are described as follow:

Area "A": This area is dominated by soils that are provisionally suitable for subsurface waste disposal systems (**with the exception of minor drainageways or disturbed areas that are too small to delineate at this scale**). Typically, these soils exhibited 4 or more inches of loamy sand underlain by sandy clay loams and/or sandy clays to depths of 36 or more inches.

Soil wetness, depth, and mineralogy were typically suitable to depths of at least 20 inches. A 3-bedroom home would require approximately 8,000 sq. ft. of this soil area for drainfields and repair areas (exclusive of setbacks from lot lines, houses, drainage features, etc.). A 4-bedroom home would require approximately 10,000 sq. ft. of this soil area. (Note: These square footage recommendations assume appropriate topography for a practical septic system layout on topographical contour. Space requirements could increase with difficult topography, irregular lot lines, etc.) System types in these soil areas would primarily be conventional but could include innovative, low pressure pipe, Low Profile Chamber, pump to conventional, .1957b fill, pretreatment, drip irrigation, etc.

**Note: The enclosed map is not based on a current survey [once surveyed, estimations of soil lines may change]. All points were flagged in the field for location by your professional land surveyor. Due to heavy vegetation and/or poor GPS accuracy, estimations of unsuitable soil lines (on maps provided) could vary after further evaluation.**

Area "B": Soils in these areas are dominantly unsuitable for subsurface waste disposal due to poor topography, shallow soil depths to unsuitable saprolite or parent material, soil wetness [colors of chroma 2 (or less) and/or redox mottles that are less than 12 inches from the soil surface] and/or expansive clay mineralogy. Some of these areas contain wetlands that are regulated by the US Army Corps of Engineers and/or the NC Division of Water Resources. A wetland delineation should be completed prior to any site disturbances near these areas. A wetland permit will be required if any disturbance is proposed in these areas.

**Note: Any site grading, compaction, rutting and/or soil removal in the provisionally suitable soil areas (A) may alter the findings of this report and render sites unusable. Areas for septic disposal must remain undisturbed (no mechanical clearing, stripping, excavation or heavy traffic).**

Because individual lots were not surveyed at the time of evaluation, this report does not address lot(s). This report is to be used as a guide for likely subdivision/lot design based on useable soils.

**Lee County Planning requires a certification of the septic suitability of each proposed lot prior to recording a subdivision map. Additional soil borings/testing will be required at the time that proposed individual lots are staked on the ground to determine whether each lot contains adequate soils that have the ability to**

**assimilate waste under current rules and the type system required. Based on these individual lot evaluations, additional requirements for lot density, lot size and/or configuration would be made to meet current regulatory criteria.**

This report, of course, does not guarantee, constitute or imply any approval, or issuance of permit, as needed by the client from the local health department. Such approval is dependent on individual lot evaluations made after individual lots are staked in the field by the local health department. This report only represents my opinion as a licensed soil scientist. Because of the extreme variability of these soils, SSEA does not guarantee that permitting agencies will agree with these findings (nor permit the intended use).

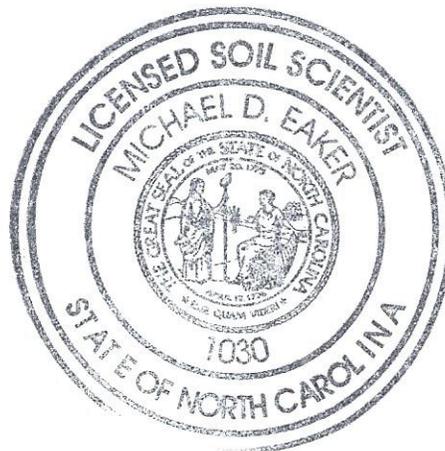
**As with any property, a buyer of any proposed lot should obtain an appropriate septic improvement permit from the local County Health Department prior to making or completing financial obligations or commitments. (A permit from this agency is the only "guarantee" of a site's suitability).**

Southeastern Soil and Environmental Associates, Inc. is pleased to be of service in this matter. We look forward to assisting in additional site analysis needs you may have in the future. Please feel free to call with any questions.

Sincerely,

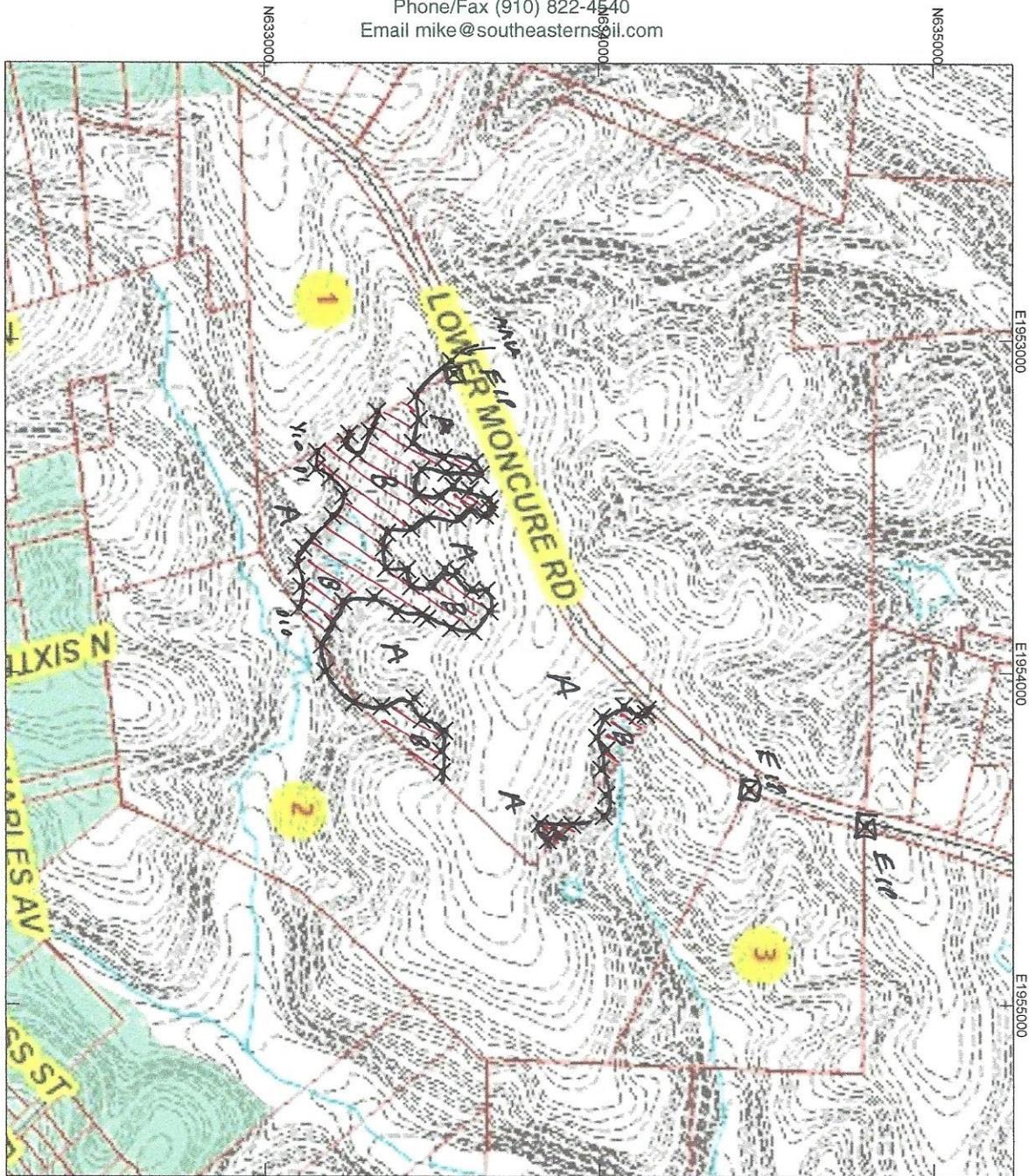


Mike Eaker  
President



# Southeastern Soil & Environmental Associates, Inc.

P.O. Box 9321  
 Fayetteville, NC 28311  
 Phone/Fax (910) 822-4540  
 Email mike@southeasternsoil.com

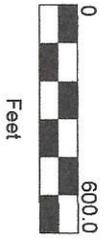


**Soil Delineation for Subsurface Waste Disposal, Box Bend, LLC Lower Moncure Road, Lee County, NC**

**A** = Provisionally Suitable Soil  
**B** = Unsuitable Soil



Scale 1:6,000



US State Plane 1983  
 North Carolina 3200  
 NAD 1983 (Conus)  
 CAVINESS LOWER MONCURE 2.SSF  
 11/29/2018  
 GPS Pathfinder® Office  
**Trimble™**



P.O. Box 3729  
Sanford, NC 27331-3729

(919) 777-1110  
FAX: (919) 775-8205  
Email: [hal.hegwer@sanfordnc.net](mailto:hal.hegwer@sanfordnc.net)

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## City of Sanford

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**Hal Hegwer**  
City Manager

Date: July 29, 2020  
From: Hal Hegwer  
To: Mayor and City Council  
Re: Horticulture Department

The Horticulture Department currently has an employee who is out on workers' compensation leave. This employee is paid out of the City's workers' compensation insurance coverage and is expected to be out on leave for the remainder of 2020. Filling the vacancy at this time would not require any additional funding because the position was fully budgeted in the 2020-2021 fiscal year.

**RESOLUTION DECLARING COST AND ORDERING PREPARATION OF  
PRELIMINARY ASSESSMENT ROLL, AND SETTING TIME AND PLACE FOR  
PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL**

**CEMETERY ROAD WATER LINE EXTENSION**

**WHEREAS**, the extension of the water system by the Cemetery Road Water Line Extension Project which took place along and near Cemetery Road, was ordered by Resolution of this City Council duly passed on 2<sup>nd</sup> day of April, 2019, and has completed in accordance therewith; and

**WHEREAS**, the total cost of the project has been computed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanford that:

1. The total cost of the above described project is hereby declared to be \$57,258.61. The amount subject to assessment is \$43,982.58.
2. The City Clerk is hereby directed to prepare a Preliminary Assessment Roll showing the individual assessments upon the benefited properties.
3. The City Clerk is hereby directed to make available during regular office hours, in the Clerk's office, the Preliminary Assessment Roll for public inspection from this day through the 15<sup>th</sup> day of September, 2020.
4. The City Council will hold a public hearing at 6:00 pm on the 15<sup>th</sup> day of September, 2020, at the Dennis Wicker Civic Center for the purpose of hearing all interested persons.
5. The City Clerk is hereby directed to publish the required notice of the public hearing and, no later than 10 days before the public hearing, to mail by first-class mail copies of the notice to the owners of real property listed on the Preliminary Assessment Roll.

Adopted this 4<sup>th</sup> day of August, 2020.

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T. Chet Mann, Mayor

ATTEST:

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Vicki Cannady, Deputy City Clerk

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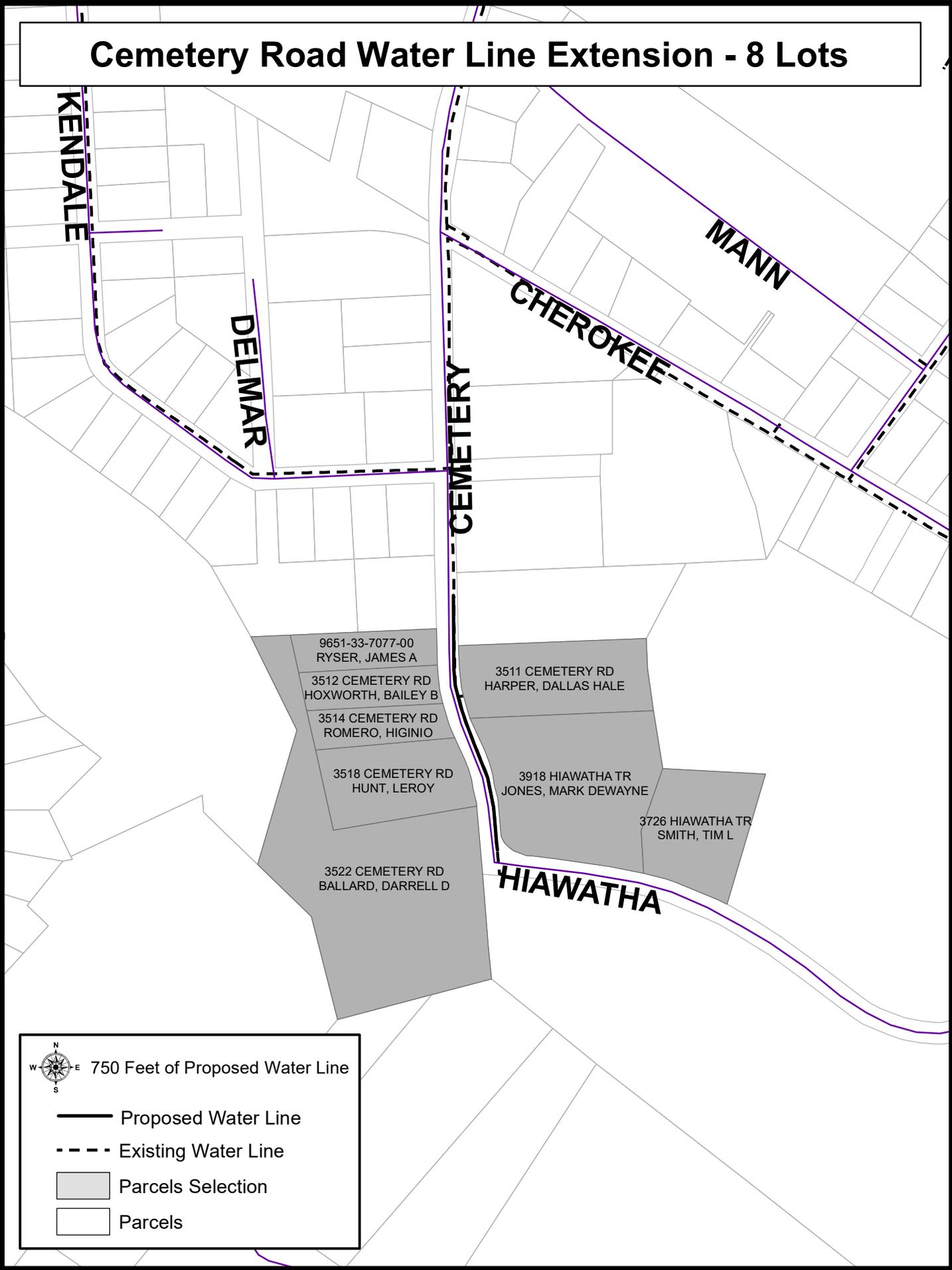
Susan C. Patterson, City Attorney

**CITY OF SANFORD  
ASSESSMENT ROLL FOR WATER EXTENSION  
CEMETERY ROAD WATER EXTENSION**

<b>Key</b>	<b>Property Owner</b>	<b>Property Address</b>	<b>Pin #</b>	<b>Owner's Address</b>	<b>Lots</b>	<b>Assessment</b>
1	James Ryser	0 Cemetery Road, Sanford NC 27332	9651-33-7077-00	104 Covenant Woods Dr Salisbury, NC 28144	1	\$ 5,497.82
2	Bailey B. and Taylor Hoxworth	3512 Cemetery Road, Sanford, NC 27332	9651-32-7986-00	3512 Cemetery Road, Sanford, NC 27332	1	\$ 5,497.82
3	Higino and Maria Romero	3514 Cemetery Road, Sanford, NC 27332	9651-32-8826-00	8803 Dartmoor Place, Mint Hill, NC 28227	1	\$ 5,497.82
4	Leroy Hunt	3518 Cemetery Road, Sanford, NC 27332	9651-32-8750-00	3518 Cemetery Road, Sanford, NC 27332	1	\$ 5,497.82
5	Darrell Ballard	3522 Cemetery Road, Sanford NC 27332	9651-32-8379-00	3522 Cemetery Road, Sanford NC 27332	1	\$ 5,497.82
6	Dallas Harper	3511 Cemetery Road, Sanford, NC 27332	9651-42-3929-00	3511 Cemetery Road, Sanford, NC 27332	1	\$ 5,497.82
7	Mark and Laura Jones	3918 Hiawatha Trail, Sanford, NC 27330	9651-42-3770-00	3918 Hiawatha Trail, Sanford, NC 27330	1	\$ 5,497.82
8	Tim Smith	3726 Hiawatha Trail, Sanford, NC 27330	9651-42-7517-00	3726 Hiawatha Trail, Sanford, NC 27330	1	\$ 5,972.82

Schedule of Discounts: None

# Cemetery Road Water Line Extension - 8 Lots



**RESOLUTION DECLARING COST AND ORDERING PREPARATION OF  
PRELIMINARY ASSESSMENT ROLL, AND SETTING TIME AND PLACE FOR  
PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL**

**FRANKLIN DRIVE WATER LINE EXTENSION**

**WHEREAS**, the extension of the water system by the Franklin Drive Water Line Extension Project which took place along and near Franklin Drive, was ordered by Resolution of this City Council duly passed on 15<sup>th</sup> day of October, 2019, and has completed in accordance therewith; and

**WHEREAS**, the total cost of the project has been computed;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sanford that:

1. The total cost of the above described project is hereby declared to be \$41,421.00. The amount subject to assessment is \$34,253.32.
2. The City Clerk is hereby directed to prepare a Preliminary Assessment Roll showing the individual assessments upon the benefited properties.
3. The City Clerk is hereby directed to make available during regular office hours, in the Clerk's office, the Preliminary Assessment Roll for public inspection from this day through the 15<sup>th</sup> day of September, 2020.
4. The City Council will hold a public hearing at 6:00 pm on the 15<sup>th</sup> day of September, 2020, at Dennis Wicker Civic Center for the purpose of hearing all interested persons.
5. The City Clerk is hereby directed to publish the required notice of the public hearing and, no later than 10 days before the public hearing, to mail by first-class mail copies of the notice to the owners of real property listed on the Preliminary Assessment Roll.

Adopted this 4<sup>th</sup> day of August, 2020.

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T. Chet Mann, Mayor

ATTEST:

---

Vicki Cannady, Deputy City Clerk

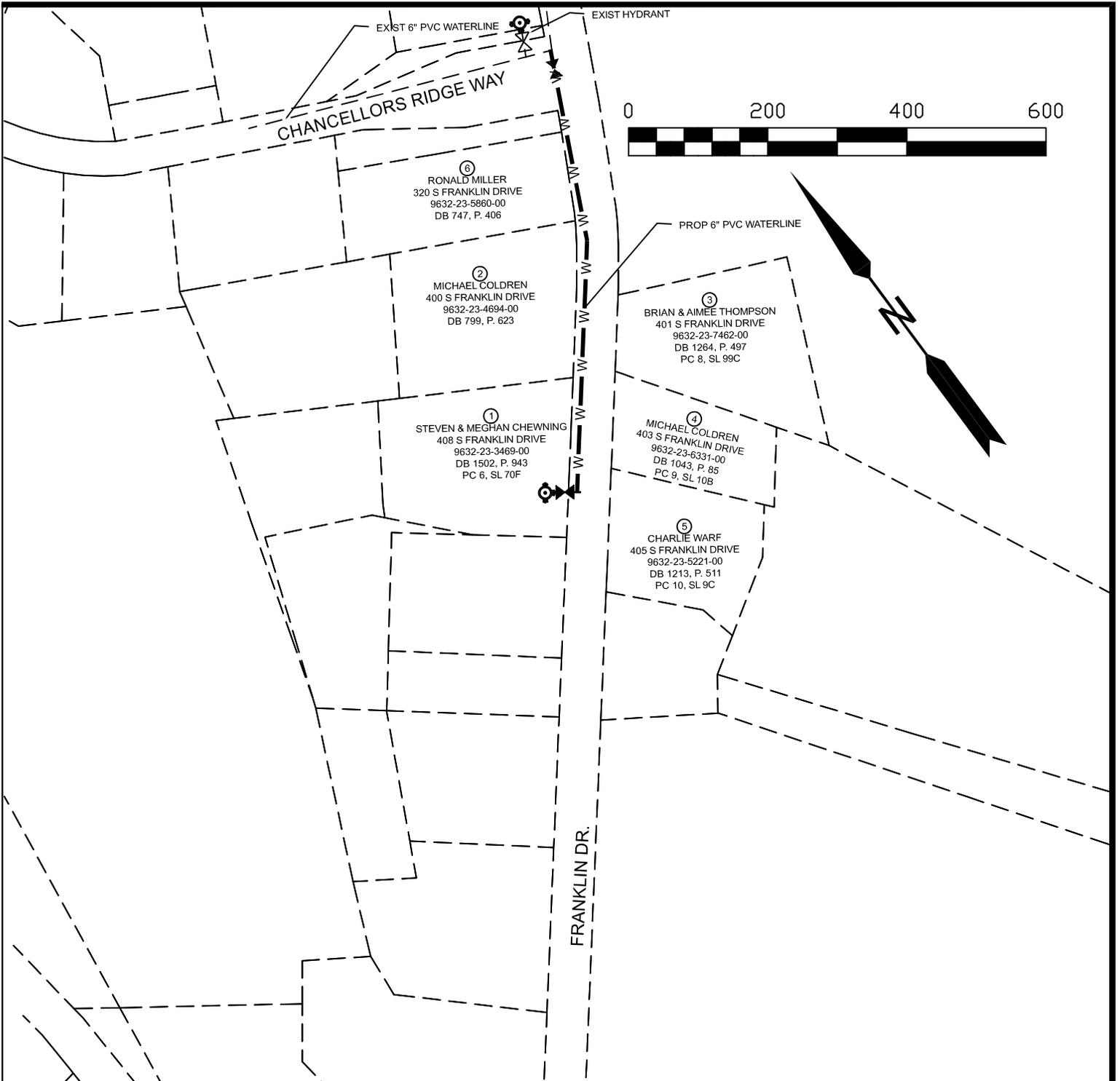
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Susan C. Patterson, City Attorney

**CITY OF SANFORD  
ASSESSMENT ROLL FOR WATER EXTENSION  
FRANKLIN DRIVE WATER EXTENSION**

<b>No.</b>	<b>Property Owner</b>	<b>Property Address</b>	<b>Pin #</b>	<b>Owner's Address</b>	<b>Lots</b>	<b>Assessed cost</b>
1	Steven & Meghan Chewning	408 S Franklin Dr, Sanford, NC 27330	9632-23- 3469-00	408 S Franklin Dr, Sanford, NC 27330	1	\$ 5,708.88
2	Michael Coldren	400 S Franklin Dr, Sanford, NC 27330	9632-23- 4694-00	1334 Carthage St, Sanford NC 27330	1	\$ 5,708.88
3	Brian & Aimee Thompson	401 S Franklin Dr, Sanford, NC 27330	9632-23- 7462-00	401 S Franklin Dr, Sanford, NC 27330	1	\$ 5,708.88
4	Michael Coldren	403 S Franklin Dr, Sanford, NC 27330	9632-23- 6331-00	1334 Carthage St, Sanford NC 27330	1	\$ 5,708.88
5	Charlie Warf	405 S Franklin Dr, Sanford, NC 27330	9632-23- 5221-00	405 S Franklin Dr, Sanford, NC 27330	1	\$ 5,708.88
6	Ronald Miller	320 S. Franklin Dr, Sanford, NC 27330	9632-23- 5860-00	320 S. Franklin Dr, Sanford, NC 27330	1	\$ 5,708.88

Schedule of Discounts: None



**PRELIMINARY WATERLINE EXT. FRANKLIN DR**

STEVEN & MEGHAN CHEWNING, 408 S. FRANKLIN DR  
 MICHAEL COLDREN, 400 S. FRANKLIN DR  
 BRIAN & AIMEE THOMPSON, 401 S. FRANKLIN DR.  
 MICHAEL COLDREN, 403 S. FRANKLIN DR.  
 CHARLIE WARF, 405 S. FRANKLIN DR.  
 RONALD MILLER, 320 S. FRANKLIN DR.

KEN BRIGHT ASSOCIATES, PLLC  
 LICENSE No.: P-0781  
 P.O. BOX 553 SANFORD, NC 27331  
 (919) 776-3444  
 kwbright@kenbrightengineering.com

SCALE: 1"=200'  
 DATE: 11/27/18  
 FILE: SP201834-FRANKLIN WATER

REVISIONS:
12/3/18 REMOVE NAMES
4/2/19 REDUCE TO 5 OWNERS
5/1/19 ADD OWNER 6

**RESOLUTION DECLARING COST AND ORDERING PREPARATION OF  
PRELIMINARY ASSESSMENT ROLL, AND SETTING TIME AND PLACE FOR  
PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL**

**BOTANY WOODS SEWER EXTENSION**

**WHEREAS**, the extension of the sewer system by the Botany Woods Sewer Extension Project which took place along or near Botany Woods Drive, Windmill Drive, Shannon Drive, Pineknoll Drive, and Wilkins Drive, was ordered by Resolution of this City Council duly passed on 21st day of November, 2017, and has completed in accordance therewith; and

**WHEREAS**, the total cost of the project has been computed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanford that:

1. The total cost of the above described project is hereby declared to be \$1,037,234.75. The amount subject to assessment is \$249,404.84.
2. The City Clerk is hereby directed to prepare a Preliminary Assessment Roll showing the individual assessments upon the benefited properties.
3. The City Clerk is hereby directed to make available during regular office hours, in the Clerk's office, the Preliminary Assessment Roll for public inspection from this day through the 15<sup>th</sup> day of September, 2020.
4. The City Council will hold a public hearing at 6:00 pm on the 15<sup>th</sup> day of September, at the Dennis Wicker Civic Center for the purpose of hearing all interested persons.
5. The City Clerk is hereby directed to publish the required notice of the public hearing and, no later than 10 days before the public hearing, to mail by first-class mail copies of the notice to the owners of real property listed on the Preliminary Assessment Roll.

Adopted this 4<sup>th</sup> day of August, 2020.

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T. Chet Mann, Mayor

ATTEST:

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Vicki Cannady, Deputy City Clerk

---

Susan C. Patterson, City Attorney

**CITY OF SANFORD  
ASSESSMENT ROLL FOR SEWER EXTENSION  
BOTANY WOODS SEWER EXTENSION**

<b>Key</b>	<b>Property Owner</b>	<b>Property Address</b>	<b>Pin #</b>	<b>Owner's Address</b>	<b>Lots</b>	<b>Assessed cost</b>
1	Kelly & Sterling Parker	618 Pineknoll Drive, Sanford, NC, 27330	9633-76-7095-00	618 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
2	Billy & Rhonda Starling	0 Pineknoll Drive, Sanford, NC, 27330	9633-86-0096-00	2408 Brookwood Trail, Sanford, NC, 27330	1	\$ 6,927.91
3	Virginia B. Brown	608 Pineknoll Drive, Sanford, NC, 27330	9633-86-3009-00	608 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
4	Richard & Jennifer Oldham	602 Pineknoll Drive, Sanford, NC, 27330	9633-86-5153-00	602 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
5	James & Amy Wilson	619 Pineknoll Drive, Sanford, NC, 27330	9633-75-6736-00	619 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
6	Nolan & Deborah Williams	615 Pineknoll Drive, Sanford, NC, 27330	9633-75-9744-00	615 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
7	Adrian Benedict	611 Pineknoll Drive, Sanford, NC, 27330	9633-85-1799-00	611 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
8	Audrey Kassick	607 Pineknoll Drive, Sanford, NC, 27330	9633-85-3740-00	607 Pineknoll Drive, Sanford, NC, 27330	2	\$ 13,855.82
9	Jennifer Oldham & Nicholas Trey Williams	603 Pineknoll Drive, Sanford, NC, 27330	9633-85-4894-00	603 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
10	Travis & Brandy Grindle	601 Pineknoll Drive, Sanford, NC, 27330	9633-85-6866-00	601 Pineknoll Drive, Sanford, NC, 27330	1	\$ 6,927.91
11	Philip & Robin Sigismondi	2102 Wilkins Drive, Sanford, NC, 27330	9633-75-6633-00	2102 Wilkins Drive, Sanford, NC, 27330	1	\$ 6,927.91
12	Carol & Ann Yarborough	2000 Wilkins Drive, Sanford, NC, 27330	9633-75-6455-00	2000 Wilkins Drive, Sanford, NC, 27330	1	\$ 6,927.91
13	Warren & Tracy Clark	916 Botany Woods Drive, Sanford, NC, 27330	9633-75-8499-00	916 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91
14	Roberto & Laura Garcia	912 Botany Woods Drive, Sanford, NC, 27330	9633-85-0533-00	912 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91

**CITY OF SANFORD  
ASSESSMENT ROLL FOR SEWER EXTENSION  
BOTANY WOODS SEWER EXTENSION (CONTINUED)**

<b>Key</b>	<b>Property Owner</b>	<b>Property Address</b>	<b>Pin #</b>	<b>Owner's Address</b>	<b>Lots</b>	<b>Assessed cost</b>
15	Walter & Lily Ward, Jr.	908 Botany Woods Drive, Sanford, NC, 27330	9633-85-1586-00	908 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91
16	This lot was recombined and became part of 9633-85-3740-00					
17	Alton & Nicole Cox	2018 Shannon Drive, Sanford, NC, 27330	9633-85-5599-00	2018 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
18	Norman & Holly Post, Jr.	0 Shannon Drive, Sanford, NC, 27330	9633-95-0679-00	PO BOX 1320, Sanford, NC, 27330	1	\$ 6,927.91
19	Robert & June Wicker, Jr.	917 Botany Woods Drive, Sanford, NC, 27330	9633-75-9212-00	917 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91
20	David & Marianne Reneau	913 Botany Woods Drive, Sanford, NC, 27330	9633-85-0242-00	913 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91
21	Heidi Staverman	909 Botany Woods Drive, Sanford, NC, 27330	9633-85-2207-00	909 Botany Woods Drive, Sanford, NC, 27330	1	\$ 6,927.91
22	John A. & Lou L. Knight	0 Shannon Drive, Sanford, NC, 27330	9633-85-3353-00	3610 Kimesville Road, Buringlinton, NC, 27215	1	\$ 6,927.91
	Knight Family Trust Hope G. Knight & F.L. Knight, III, Trustees			2014 Shannon Drive, Sanford, NC, 27330		
23	The Fry Family Trust Agreement Edward T & Kathryn Fry, Trustees	2011 Shannon Drive, Sanford, NC, 27330	9633-85-4037-00	2011 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
24	Knight Family Trust Hope G. Knight & F.L. Knight, III, Trustees	0 Windmill Drive, Sanford, NC 27330	9633-84-5828-00	1808 Wilkins Drive, Sanford, NC, 27330	1	\$ 6,927.91

**CITY OF SANFORD**  
**ASSESSMENT ROLL FOR SEWER EXTENSION**  
**BOTANY WOODS SEWER EXTENSION (CONTINUED)**

Key	Property Owner	Property Address	Pin #	Owner's Address	Lots	Assessed cost
25	William & Marcia Belamy	2014 Shannon Drive, Sanford, NC, 27330	9633-85-7339-00	2014 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
26	Brian & Jan Smith	2010 Shannon Drive, Sanford, NC, 27330	9633-85-6281-00	2010 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
27	Brian & Jan Smith	0 Shannon Drive, Sanford, NC, 27330	9633-85-7049-00	2010 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
28	Andrew & Anna Lucas	2004 Shannon Drive, Sanford, NC, 27330	9633-95-1237-00	2004 Shannon Drive, Sanford, NC, 27330	1	\$ 6,927.91
29	Knight Family Trust Hope G. Knight & F.L. Knight, III, Trustees	0 Windmill Drive, Sanford, NC 27330	9633-84-1486-00	1808 Wilkins Drive, Sanford, NC, 27330	1	\$ 6,927.91
30	Larry & Elizabeth O'Connell Trust Larry O'Connell, Trustee	2020 Windmill Drive, Sanford, NC 27330	9633-84-3592-00	2020 Windmill Drive, Sanford, NC 27330	1	\$ 6,927.91
31	Floyd L. & Lynn H. Knight III	2024 Windmill Drive, Sanford, NC 27330	9633-84-7567-00	2024 Windmill Drive, Sanford, NC 27330	1	\$ 6,927.91
32	William Carter & Susan Keller	2030 Windmill Drive, Sanford, NC 27330	9633-94-3651-00	PO Box 130 Sanford NC 27330	1	\$ 6,927.91
33	Donald R. & Barbara H. Simpson	0 Pineknoll Drive, Sanford, NC, 27330	9633-96-1045-00	503 Carthage Street, Sanford, NC 27330	1	\$ 6,927.91
34	This lot is owned by the City of Sanford. Its assessment has been paid					
35	Ajitkumar & Padmaben Patel	2203 Wilkins Drive, Sanford, NC 27330	9633-76-2076-00	2203 Wilkins Drive, Sanford, NC 27330	1	\$ 6,927.91
36	Kimberly Hager	2105 Wilkins Drive, Sanford, NC 27330	9633-75-2833-00	2105 Wilkins Drive, Sanford, NC 27330	1	\$ 6,927.91

Schedule of Discounts: None



**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE  
A PETITION FOR NON-CONTIGUOUS ANNEXATION  
UNDER G.S. 160A-58.1**

WHEREAS, a petition requesting a non-contiguous annexation of a 153.17+/- acre area described in said petition as property owned by Village of Cumnock, LLC (A portion of property with Tax Property Identification Number: 9635-04-5989-00) was received on November 1, 2019 by the City of Sanford; and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the Sanford City Council deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the Sanford City Council that:

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of her investigation.

ADOPTED this 4<sup>th</sup> day of August 2020.

\_\_\_\_\_  
T. Chet Mann, Mayor

ATTEST:

\_\_\_\_\_  
Vicki R. Cannady, Deputy City Clerk

**PETITION REQUESTING NON-CONTIGUOUS ANNEXATION OF PROPERTY TO THE CITY OF SANFORD, NC**

Date: October 31, 2019

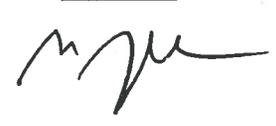
To the City Council of the City of Sanford:

- 1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Sanford, NC.
- 2. The area to be annexed is non-contiguous to the City of Sanford and the boundaries of such territory are as follows:

(See attached - Provide metes and bounds description of boundaries on separate page)\*

- 3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Sanford. (and in relation to the primary corporate limits of the Town of Broadway.)\*\*
- 4. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attached proof.)

Do you declare vested rights?      Yes X      No     

	<u>Name</u>	<u>Address</u>	<u>Signature</u>
1.	Michael L. Mazzella	4712 Shadow Ridge Court Holly Springs, NC 27540-9163	
2.			

Village of Cumnock, LLC

  
 Michael L. Mazzella, Manager  
 Witness: Tabrina B. Butler

(Seal)

\*The City of Sanford requires that the petitioner submit an annexation boundary survey of the property to be annexed along with a metes and bounds description.

\*\*Include this wording when there is substantial question as to whether the area may be closer to another municipality than to The City of Sanford.

Property to be Annexed  
of  
Property of Village of Cumnock

A certain parcel of land that is located south of Southern Railroad right of way, east of Cumnock Road and Zimmerman Road, north of Cotten Road and west of Property of State of North Carolina and being located in West Sanford Township, Lee County, North Carolina and being more particular described as follows:

Beginning at NCGS Monument "Gulf" with NC Grid coordinates of North 657,577.06, East 1,914,868.25 NAD 1983 with a scale factor of 0.9998867; Thence, S 77° 34' 16" E a horizontal grid distance of 14,314.60 feet to the Point Of Beginning said Point Of Beginning has the following grid coordinates of North 654,496.16 and East 1,928,847.37. said point also being Point Of Beginning being the eastern right of way of Cumnock Road and the dividing line of St Paul AME Zion Church, deed book 57 page 305; Thence along the eastern right of way of Cumnock Road the following two courses and distances Thence, N 18° 22' 28" E for a distance of 768.81 feet to a point; Thence, N 06° 27' 11" E for a distance of 190.06 feet to a point; Thence, along the dividing line of West Sanford Rural Volunteer Fire Department, Inc deed book 403 page 82 the following two courses and distances S 82° 58' 04" E for a distance of 545.71 feet to a point; Thence, N 06° 04' 12" E for a distance of 206.66 feet to a point; Thence, along the dividing line of Timothy H. Craig and wife Wenonah W. Craig deed book 435 page 836 the following two courses and distances, N 06° 49' 23" E for a distance of 305.21 feet to a point; Thence, N 83° 34' 29" W for a distance of 546.35 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 26' 17" E for a distance of 53.39 feet to a point; Thence along the dividing line of Steven P. Phillips and wife Patricia D. Phillips deed book 903 page 528 the following two courses and distances, S 83° 11' 19" E for a distance of 196.38 feet to a point; Thence, N 06° 47' 24" E for a distance of 200.02 feet to a point; Thence along the dividing line of Romona Ascough Lawson deed book 241 page 574 the following two courses and distances, N 07° 00' 55" E for a distance of 199.25 feet to a point; Thence, N 82° 58' 52" W for a distance of 200.00 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 06' 56" E for a distance of 49.72 feet to a point; Thence along the dividing line of Benjamin W. Spivey deed book 1457 page 828 the following three courses and distances S 83° 34' 29" E for a distance of 355.00 feet to a point; Thence, N 06° 25' 31" E for a distance of 186.50 feet to a point; Thence, N 83° 34' 29" W for a distance of 355.00 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 47' 35" E for a distance of 74.87 feet to a point; Thence along dividing line of Wanda B.

Johnson deed book 278 page 92, S 83° 20' 14" E for a distance of 197.48 feet to a point; Thence along the dividing line of live estate for Ed Bryant, Jr. and wife Juanita H. Bryant and grantee Thomas Kevin Bryant, deed book 762 page 572 the following two courses and distances, N 86° 44' 31" E for a distance of 246.50 feet to a point; Thence, N 00° 15' 29" W for a distance of 189.20 feet to a point in the eastern right of way of Zimmerman Road; Thence along the eastern right of way of Zimmerman Road the following two courses and distances, a curve turning to the left with a radius of 255.40 feet and a chord bearing of N 41° 00' 35" E for a distance of 275.46 feet to a point; Thence, N 08° 22' 33" E for a distance of 42.30 feet to a point in the dividing line of the southern right of way of Southern Railroad; Thence along the southern right of way of Southern Railroad, S 46° 56' 55" E for a distance of 2587.21 feet to a point in the dividing line of State of North Carolina deed book 781 page 206; Thence along the dividing line of State of North Carolina the following eight courses and distances, S 33° 58' 31" E for a distance of 527.50 feet to a point; Thence, S 41° 22' 48" W for a distance of 527.38 feet to a point; Thence, S 42° 31' 28" E for a distance of 355.21 feet to a point; Thence, S 08° 58' 30" E for a distance of 200.07 feet to a point; Thence, S 37° 36' 19" E for a distance of 346.49 feet to a point; Thence, S 10° 38' 29" E for a distance of 100.44 feet to a point; Thence, S 51° 53' 49" W for a distance of 442.53 feet to a point; Thence, N 67° 11' 24" W for a distance of 94.66 feet to a point; Thence, S 52° 18' 05" W for a distance of 518.84 feet to a point in the northern right of way of Cotten Road; Thence along the northern right of way of Cotten Road the following four courses and distances, N 45° 52' 25" W for a distance of 760.33 feet to a point; Thence along a curve turning to the left having a radius of 691.99 feet with a chord bearing and distance of N 51° 32' 25" W for a distance of 136.65 feet to a point; Thence, N 57° 12' 24" W for a distance of 578.62 feet to a point; Thence, N 59° 34' 23" W for a distance of 405.24 feet to a point in the dividing line of St Paul A.M.E. Zion Church deed book 57 page 305; Thence along the dividing line of St Paul A.M.E. Zion Church N 76° 53' 43" W a distance of 1065.46 feet to the Point of Beginning containing 153.17 acres and being shown at the Lee County register of deeds as Tract A1 on Plat Cabinet 9 page 82B and recorded deed book 1056 pages 260-262 located in West Sanford Township, Lee County, North Carolina as shown on map entitled "Property of New Hills Associates Limited Partnership and Marie T. Emery" by The John R. McAdams Company, September 18, 2001, revised 10-5-01 and 10-18-01.



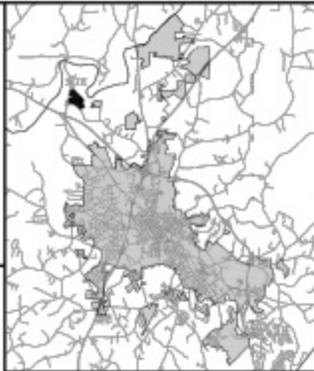
Legal description provided by:

Joyner Keeny PLLC, PO box 7533, 1051 N. Winstead Avenue, Rocky Mount, North Carolina, 27804 252-977-1314 (office)  
[www.joynerkeenyc.com](http://www.joynerkeenyc.com) NC Firm Number P-0551. October 23, 2019

*N. W. Joyner, Jr.*  
 10/24/19

**NOTES**

- 1. Property Information**  
Tax Map Parcel ID Number: 9635-04-598-08  
Zoning: RA  
Total Parcel Area = 153.17 Acres
- 2. Legal Reference:** Being that parcel of land as Tract A1 in plat Exhibit B, page 1209 and described in deed book 1556 pages 260-262 and being in West Sanford Township, Lee County, North Carolina
- 3. This map does not depict encroachments that are found during a thorough & complete Title Search.**
- 4. Area computed by coordinates method**
- 5. All distances are Chord distances, unless noted otherwise.**
- 6. All Right-of-Ways are Public, unless noted otherwise.**
- 7. The property shown herein EXCEPT NOT contain Special Flood Hazard Areas (SFHA's) subject to inundation by the 1% Annual Chance Flood (i.e. 100-Yr. Event) per FEMA Flood Map Panel Nos. 37109G1500K & 37109G2100K, effective date 02/02/07 (DAVD 1889).**
- 8. The intent of this map is to provide a status and boundary description for the annexation into City of Sanford. This does not constitute a survey of land. No boundary performed**



**ADJACENT OFFICE CONTACTS**

State of North Carolina  
County of Lee  
I, \_\_\_\_\_, Adjacent Office of Lee County Clerk  
do hereby certify that this is the Official Record of the  
Survey Requirements for Recording

\_\_\_\_\_  
Adjacent Office Date

**SIGNATURE OF PROFESSIONAL SURVEYOR**

North Carolina, Lee County  
I, \_\_\_\_\_, Professional Land Surveyor  
do hereby certify that this is the Official Record of the  
Survey Requirements for Recording

\_\_\_\_\_  
Professional Land Surveyor Date

**SANFORD CITY LIMITS MAP**  
1" = 15,000'

**VICINITY MAP**  
(NTS)



L. Mike Keeny, Jr., Professional Land Surveyor  
No. 1 - 2806 Certified  
THAT THIS PLAT IS OF A SURVEY OF AN EXISTING  
PARCEL(S) OF LAND;

PROFESSIONAL LAND SURVEYOR NO. 1 - 2806

**\*NO BOUNDARY SURVEY PERFORMED\***

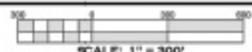


1051 North Winstead Avenue - P.O. Box 7533  
Rocky Mount, North Carolina 27804  
North Carolina Firm Number P-0551  
Office: 252.977.3124 Fax: 252.985.6026  
www.joynerkeeney.com

Annexation Map for:

**The City of Sanford**

OWNER: Village of Cummock, LLC  
4712 Shadow Ridge Court  
Holly Springs, NC 27540



SANFORD WEST SANFORD TOWNSHIP LEE COUNTY, NORTH CAROLINA

**DRAWN BY: WDB CHECKED BY: NWJ DATE: 10/15/19**

**DWG: 190145A, Sanford Annexation.dwg VIEWPOINT: MAP**

**JOB NO: 190149A JK SHEET NO: 1 of 1**

SET SHEET NO. L-3

**CERTIFICATE OF SUFFICIENCY FOR  
VOLUNTARY ANNEXATION**

To the City Council of the City of Sanford of Lee County, North Carolina

I, Vicki R. Cannady, City of Sanford Deputy Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Sanford of Lee County, North Carolina this 4<sup>th</sup> day of August 2020.

(SEAL)

\_\_\_\_\_  
Vicki R. Cannady, City of Sanford Deputy Clerk

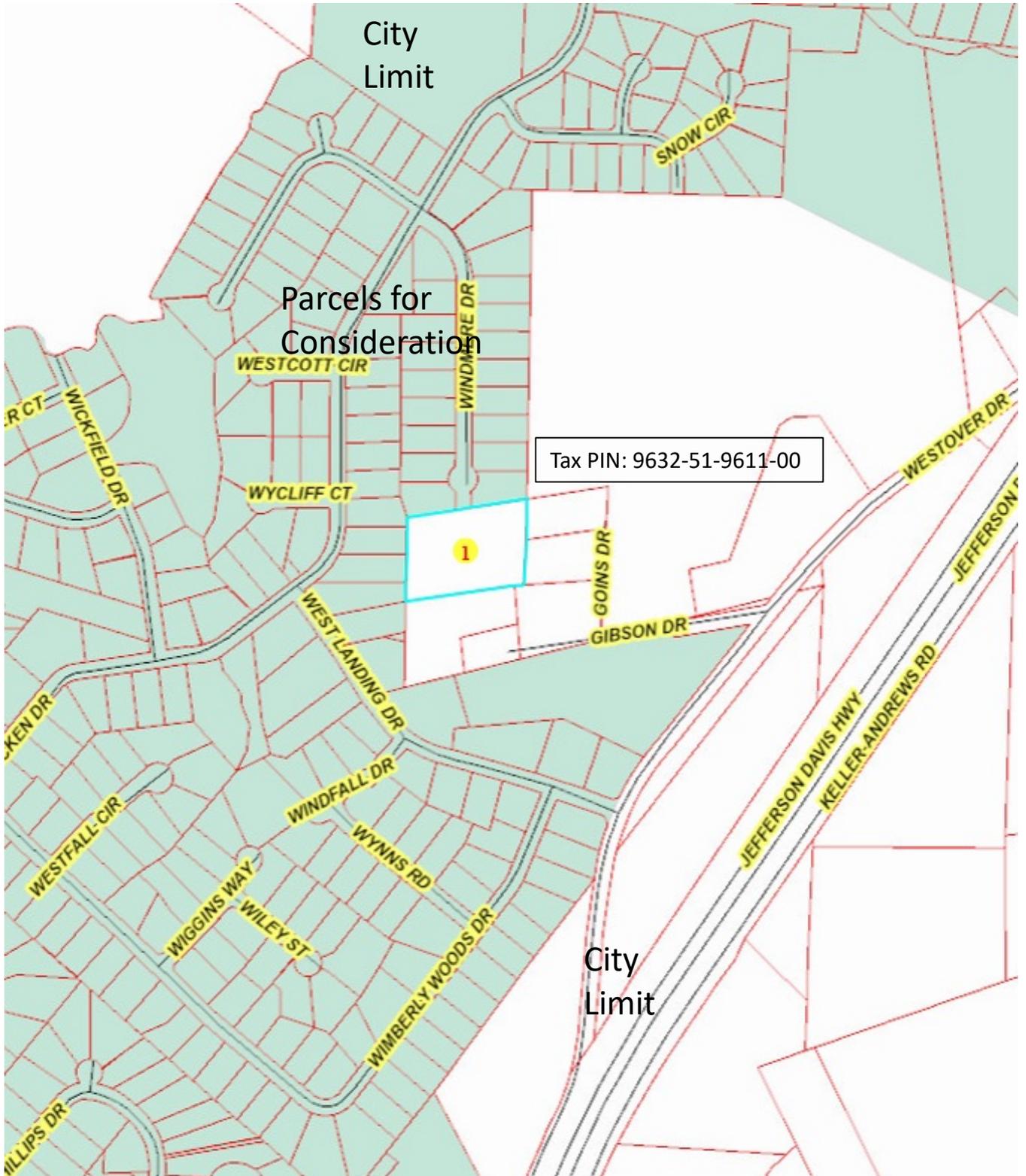


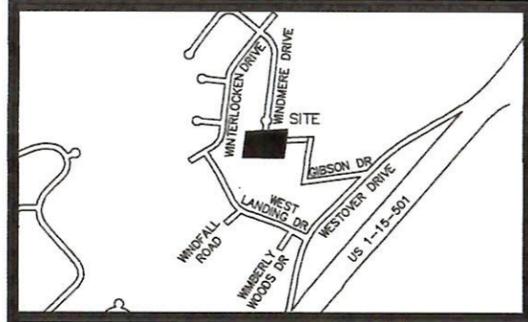
**Attachment to Petition for City of Sanford**  
**Contiguous Annexation Boundary for Westfall Sanford, LLC**  
**West Sanford Township, Lee County, NC**

Lot 2 PC 9 Slide 20 (West Sanford Township)

Beginning at a North Carolina Geodetic Survey Station (Concrete Monument Named) "BUFFALO" with a NAD 83/2001 Grid Coordinate of North 625,470.70' and East 1,939,525.17' thence South 45 degrees 41 minutes 47 seconds West and a Grid Distance of 5,296.56 feet (To the BEGINNING CORNER) described as CONTROL "A" of this survey, an Existing Square Solid Iron in the Southwest corner of Felicia Ginger Wilder property DB 1400, P. 491 Lot 125 PC 8, SLIDE 52-E; thence North 83 degrees 40 minutes 47 seconds East distance 442.71 feet to an Existing Solid Iron at Fence Corner known as CONTROL "B" in the Southeast corner of Paul B. Wightman and wife Linda A. Wightman property DB 683, P. 38 Lot 126 PC 8 SLIDE 52-E; thence South 04 degrees 02 minutes 57 seconds West distance 151.76 feet to an Existing Iron Pipe in the Northwest corner of Thomas A. Workman and wife, Deborah M. Workman property DB 462, P. 525; thence South 04 degrees 02 minutes 57 seconds West distance 155.36 feet to an Existing Solid Iron by Fence in the Southwest corner of Thomas A. Workman and wife, Deborah M. Workman property DB 462, P. 525; thence South 87 degrees 31 minutes 29 seconds West distance 32.01 feet to an Existing Iron Pipe at Fence Corner in the Northwest corner of Carletta Gibson Bales and husband Roger David Bales property DB 1009, P. 790; thence South 83 degrees 54 minutes 49 seconds West distance 401.59 feet to an Existing Solid Iron in the Southeast corner of Joseph E. Smith and wife Puni K. Smith property DB 654, P. 190 Lot 106 PC 8 SLIDE 41; thence North 02 degrees 27 minutes 47 seconds East distance 301.86 feet (to the POINT OF BEGINNING) containing 3.01 acres more or less.

# Petition for Contiguous Annexation Of Westfall Property





VICINITY MAP

NOTE:  
AC. CAL. BY COMPUTER  
WATER.....PUBLIC  
SEWER.....PUBLIC  
MIN. BUILDING SETBACK LINES  
30' FRONT  
30' BACK  
15' SIDE



NORTH CAROLINA, LEE COUNTY  
Presented for registration on the \_\_\_ day  
of \_\_\_\_\_ 2019 at \_\_\_ M.  
recorded at Plat Cabinet \_\_\_\_\_  
  
Pamela G. Britt, Register of Deeds

**LEGEND**  
CL - CENTERLINE  
ECM - EXISTING CONCRETE MONUMENT  
EIP - EXISTING IRON PIPE  
ERRS - EXISTING RAILROAD SPIKE  
ESI - EXISTING SOLID IRON  
SIS - SOLID IRON SET  
SRRS - SET RAILROAD SPIKE  
T.D. TOTAL DISTANCE

NOTE:  
THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS,  
RIGHT OF WAYS, AND AGREEMENTS OF RECORD PRIOR TO THIS PLAT.

NOTE:  
THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS.

I, Thomas J. Matthews, certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book SEE page MAP; or other reference source SEE MAP that the boundaries not surveyed are indicated as drawn from information in Book SEE Page MAP; or other reference source SEE MAP that the ratio of precision or positional accuracy is 1:10,000\*; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).\*

This 13th day of FEBRUARY A.D. 2019  
  
*Thomas J. Matthews*  
PROFESSIONAL LAND SURVEYOR  
PLS. # L-1255



WINTERLOCKEN DRIVE  
PUBLIC PAVED STREET 60' R/W

WINDMERE DRIVE  
PUBLIC PAVED STREET 60' R/W

WEST LANDING DRIVE  
PUBLIC PAVED STREET 60' R/W

GIBSON DRIVE  
SR 1357 PAVED  
ROAD 60' R/W

GIBSON DRIVE  
SR 1357 PAVED ROAD 60' R/W

WESTOVER DRIVE  
SR 1333 PAVED ROAD 60' R/W

PAUL B. WIGHTMAN AND WIFE  
LINDA A. WIGHTMAN  
DB 683, P. 38  
LOT 126  
PC 8 SLIDE 52-E

JOHN MICHAEL PHILLIPS, II AND WIFE  
VIRGINIA PHILLIPS  
DB 1320, P. 209  
LOT 109  
PC 8 SLIDE 41

ANITA BRITT-LOUISE BERNHARDT AND HUSBAND  
SUNE LENNART BERNHARDT  
DB 1456, P. 79  
LOT 108  
PC 8 SLIDE 41

LEIGHTON L. BARTON AND WIFE  
JUDY C. BARTON  
DB 733, P. 811  
LOT 107  
PC 8 SLIDE 41

JOSEPH E. SMITH AND WIFE  
PUNI K. SMITH  
DB 654, P. 190  
LOT 106  
PC 8 SLIDE 41

KEVIN S. GRANT AND WIFE  
MOLLY R. GRANT  
DB 1059, P. 104  
LOT 105  
PC 8 SLIDE 96-B

CHARLES F. BARDILL SR. AND WIFE  
BETTY N. BARDILL  
DB 749, P. 317  
LOT 104  
PC 8 SLIDE 52-E

FELICIA GINGER WILDER  
DB 1400, P. 491  
LOT 125  
PC 8 SLIDE 52-E

**CONTROL "A"**  
EX. SQUARE  
SOLID IRON  
N 621,771.26'  
E 1,935,734.69'  
GRID COORDINATES  
NAD 83/2001

**3.01 ACRES**  
CALCULATED BY COMPUTER  
WESTFALL SANFORD, LLC  
DB 1145, P. 802  
PC 9, SLIDE 20  
LOT 2  
  
TAX PIN: 9632-51-9611  
CURRENT FIRE DISTRICT: TRAMWAY FIRE DISTRICT  
PROPOSED FIRE DISTRICT: SANFORD STATION #3  
TOWNSHIP: WEST SANFORD

JERRY DOWDY AND HUSBAND  
WARREN AUSTIN DOWDY  
DB 672, P. 235  
LOT 1  
PC 9 SLIDE 20

PAUL GOINS AND JAMES THOMAS GOINS AND ALMETA ANTONETTE GOINS JORDAN AND DAVID A. GOINS, JR.  
DB 742, P. 419

WEST LANDING DEVELOPMENT  
DB 563, P. 459  
TRACT 4  
PC 8, SLIDE 22-A

WEST LANDING DEVELOPMENT  
DB 563, P. 438  
LOT 103  
PC 8, SLIDE 52-E

OSCAR AND ELDERLENE KELLER FAMILY LIMITED LIABILITY COMPANY  
DB 1158, P. 756  
TRACT 1  
PC 6 SLIDE 161

**CONTROL "B"**  
ESI AT FENCE CORNER

CHRISTOPHER DANIEL SLOTTOR AND WIFE  
SHANNON WORKMAN SLOTTOR  
DB 762, P. 648

THOMAS A. WORKMAN AND WIFE,  
DEBORAH M. WORKMAN  
DB 462, P. 525

CARLETTA GIBSON BALES AND HUSBAND  
ROGER DAVID BALES  
DB 1009, P. 790

WESTFALL SANFORD, LLC  
DB 1145, P. 802  
PC 9, SLIDE 20, LOT 2

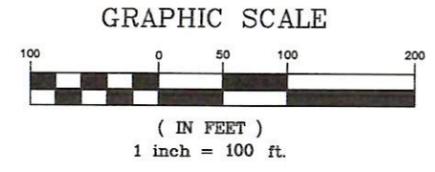
OWNER:  
WESTFALL SANFORD, LLC  
PO BOX 3367  
SANFORD, NC 27331

I further certify that the property is not located in a special flood hazard area as determined by the Federal Emergency Management Agency.

"I, *Thomas J. Matthews* certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:  
(1) Class of survey: - AA  
(2) Positional accuracy: - 95% = Less than or equal to 0.03' US feet (0.10m) Horizontal and 0.03' US feet (0.010m) vertical for each observation.  
(3) Type of GPS field procedure: - Real-time Kinematic  
(4) Dates of survey: - FEBRUARY 12th, 2019  
(5) Datum/Epoch: - NAD 83/2001  
(6) Published/Fixed-control use: - NCGS Concrete Monument "Buffalo"  
(7) Geoid model: - GEOID09  
(8) Combined grid factor(s): - 0.999868925  
(9) Units: - US Survey Feet

EXISTING NCGS CONCRETE MONUMENT "BUFFALO"  
N 625,470.70' E 1,939,525.17' GRID COORDINATES NAD 83/2001  
GRID BEARING S 45° 41' 47" W 5,296.56' GRID DISTANCE FROM NCGS CONCRETE MONUMENT "BUFFALO" TO CONTROL "A"

STATE OF NORTH CAROLINA  
COUNTY OF LEE  
  
REVIEW OFFICER OF LEE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
  
REVIEW OFFICER \_\_\_\_\_  
DATE \_\_\_\_\_



CONTIGUOUS ANNEXATION SURVEY FOR:			
<b>CITY OF SANFORD</b>			
<b>CONTIGUOUS ANNEXATION MAP FOR</b>			
<b>WESTFALL SANFORD, LLC</b>			
STATE: NORTH CAROLINA	COUNTY: LEE	TOWNSHIP: WEST SANFORD	DATE COMPLETED: 02-13-2019
THOMAS J. MATTHEWS PROFESSIONAL LAND SURVEYOR 226 E. TRADE STREET SUITE 2 SANFORD, N.C. 27332 (919) 776-3400 matthewssurveying@yahoo.com		SCALE: 1" = 100' PARCEL: 9632-51-9611 ZONE: R-20	REVISIONS:  JOB # 3870A
		TAX MAP: 9632.04	

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON  
QUESTION OF ANNEXATION PURSUANT TO G. S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City of Sanford Clerk as to the sufficiency of the petition has been made;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sanford of Lee County, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Civic Center, 1801 Nash Street at 6:00 pm on August 18, 2020.

Section 2. The area proposed for annexation is described as follows:

**CITY OF SANFORD LEGAL DESCRIPTION FOR**

**Contiguous Annexation Boundary for Westfall Sanford, LLC  
West Sanford Township, Lee County, NC**

Lot 2 PC 9 Slide 20 (West Sanford Township)

Beginning at a North Carolina Geodetic Survey Station (Concrete Monument Named) "BUFFALO" with a NAD 83/2001 Grid Coordinate of North 625,470.70' and East 1,939,525.17' thence South 45 degrees 41 minutes 47 seconds West and a Grid Distance of 5,296.56 feet (To the BEGINNING CORNER) described as CONTROL "A" of this survey, an Existing Square Solid Iron in the Southwest corner of Felicia Ginger Wilder property DB 1400, P. 491 Lot 125 PC 8, SLIDE 52-E; thence North 83 degrees 40 minutes 47 seconds East distance 442.71 feet to an Existing Solid Iron at Fence Corner known as CONTROL "B" in the Southeast corner of Paul B. Wightman and wife Linda A. Wightman property DB 683, P. 38 Lot 126 PC 8 SLIDE 52-E; thence South 04 degrees 02 minutes 57 seconds West distance 151.76 feet to an Existing Iron Pipe in the Northwest corner of Thomas A. Workman and wife, Deborah M. Workman property DB 462, P. 525; thence South 04 degrees 02 minutes 57 seconds West distance 155.36 feet to an Existing Solid Iron by Fence in the Southwest corner of Thomas A. Workman and wife, Deborah M. Workman property DB 462, P. 525; thence South 87 degrees 31 minutes 29 seconds West distance 32.01 feet to an Existing Iron Pipe at Fence Corner in the Northwest corner of Carletta Gibson Bales and husband Roger David Bales property DB 1009, P. 790; thence South 83 degrees 54 minutes 49 seconds West distance 401.59 feet to an Existing Solid Iron in the Southeast corner of Joseph E. Smith and wife Puni K.

Smith property DB 654, P. 190 Lot 106 PC 8 SLIDE 41; thence North 02 degrees 27 minutes 47 seconds East distance 301.86 feet (to the POINT OF BEGINNING) containing 3.01 acres more or less.

Section 3. Notice of the public hearing shall be published in The Sanford Herald, a newspaper having a general circulation in the City of Sanford at least ten (10) days prior to the date of the public hearing.

Adopted this 4<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
T. Chet Mann, Mayor

ATTEST:

\_\_\_\_\_  
Vicki R. Cannady, Deputy City Clerk

AGREEMENT BETWEEN  
LEE COUNTY AND  
THE CITY OF SANFORD  
FOR REIMBURSEMENT OF CARES ACT FUNDING

This Agreement is entered into by and between Lee County, North Carolina (County) and the City of Sanford (Municipality), North Carolina, as of the \_\_\_\_\_ day \_\_\_\_\_, 2020.

WHEREAS, on March 27, 2020 the US Congress signed into law a \$2.2 trillion Coronavirus Aid, Relief and Economic Security (CARES) Act; and

WHEREAS, North Carolina was allocated \$4 billion in state and local aid from the CARES Act; and

WHEREAS, on May 4, 2020 the NC General Assembly signed into law Session Law 2020-4 entitled An Act to Provide Aid to North Carolinians in Response to the Coronavirus Disease 2019 (Covid-19) Crisis which created the Coronavirus Relief Fund (CRF) and directed \$150 million in immediate aid to counties with an additional \$150 million in reserve; and

WHEREAS, Lee County has received \$1,255,156 in aid from the CRF to respond to the Covid-19 crisis from the first funding allocations from the State of North Carolina; and

WHEREAS, on July 1, 2020, the NC General Assembly signed into law Session Law 2020-80 releasing the \$150 million in reserves for the counties to use on eligible expenses; and

WHEREAS, Lee County will receive \$1,199,004 in aid from the second wave of funding; and

WHEREAS, CARES Act funds must be used to respond to the Covid-19 crisis; and

WHEREAS, under the terms of the CARES Act Counties are required, to allocate 25% of its funding to the municipalities; and

WHEREAS, the Lee County Board of Commissioners will allocate \$588,423.96 to the City of Sanford and \$25,118.29 to the Town of Broadway.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants of the parties as set forth herein, County and Municipality agree as follows:

1. Amount of Grant. County will disperse to Municipality for eligible expenses during the relevant period under the CARES Act in an amount not to exceed \$588,423.96.
2. Certification. Municipality shall make a monthly report and certify to the County that the funds being disbursed:

- a. are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Virus 2019 (COVID-19); and
- b. were not accounted for in the budget most recently approved by Municipality as of March 27, 2020 (the date of enactment of the CARES Act); and
- c. were incurred during the period that began on March 1, 2020 and ends on December 30, 2020; and
- d. were spent in a manner consistent with terms of the Coronavirus Relief Fund set forth by the North Carolina Pandemic Recovery Office and in accordance with all applicable State and Federal laws; and

County reserves the right to reasonably request additional documentation to demonstrate compliance with the CARES Act and North Carolina Session Law 2020-4. This report must be due to the County by the 18<sup>th</sup> of each month in order for the County to report expenditures to the State.

3. Plan for Funding. In order for the County to comply with the requirement of submitting a plan to the State by September 1, 2020, the Municipality needs to submit its plan to the County by August 31, 2020. If the municipality fails to submit a plan, then the funds must be returned to the County for the County to use or redistribute to other municipalities. The County has a right to ask for documentation related to the plan and the Municipality agrees to provide any documentation the County deems necessary.

4. Repayment of Ineligible Expenses. If any expenditure made by the Municipality is later deemed to be ineligible under the CARES Act or Session Law 2020-4, then Municipality shall be responsible for the full amount of the ineligible expenditure.

5. Maintain Records. Municipality shall maintain records documenting each expenditure and will provide that documentation to County upon request or make such documentation available should there be an audit. The Municipality shall maintain all records related to this funding for five years.

6. Unspent Funds. Funds must be used for eligible expenditures between March 1, 2020 and December 30, 2020 for purposes that were not accounted for in the Municipality's most recently approved budget as of March 27, 2020. Any unspent funds must be returned to the County.

7. Notice. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Lee County  
Attn: County Manager  
408 Summit Drive  
Sanford, NC 27330

Municipality:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party shall keep the other party informed of its current address at all times.

8. Hold Harmless. That the Municipality shall release and hold County harmless from any and all liability arising from or related to expenditures reimbursed under this Agreement.

IN WITNESS WHEREOF, the parties hereunto cause this Agreement to be executed in their respective names to become effective on the date hereinabove written.

County:

By: \_\_\_\_\_  
John Crumpton  
Lee County Manager

Municipality:

By: \_\_\_\_\_  
Mayor

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
County Finance Officer

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Municipality Finance Officer