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STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PURDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

September 23, 2011

County: Dare (NC 12)  
Subject: Encroachment Contract: District sign with breakaway posts

Cliff Ogburn  
Town of Nags Head  
PO Box 99  
Nags Head, NC 27959

Dear Mr. Ogburn,

Attached for your files is a copy of a Right of Way Encroachment Contract, which has been properly executed. This contract covers the above subject.

This encroachment is approved subject to the applicable Special Provisions, which are attached to and made part of the encroachment contract. Failure to abide by Special Provisions can result in work stoppage.

Sincerely,

Gretchen A. Byrum, P.E.  
District Engineer

Brent W. Bass  
Transportation Engineering Associate

GAB/ bwb  
Atta.  
Cc: Jerry Jennings

Route: NC 12  
County: Dare  
Date: September 23, 2011

### Special Provisions

1. **District Engineer, G.A. Byrum, P.E. (252) 331-4737**, must be notified by telephone prior to beginning work. Office hours are 8:00 a.m. - 5:00 p.m., Monday - Friday. Failure to give such notification may result in stoppage of work for a period of three (3) days.
2. An executed copy of this Encroachment Agreement will be present at the construction site at all times during construction. The Division of Highways reserves the right to stop work unless evidence of approval can be shown.
3. In the event, that the **sign** is required to be relocated or removed for highway construction, reconstruction, maintenance or safety, such relocation or removal shall be done immediately by the party of the Second Party upon notification by the Division of Highways, entirely at the expense of the party of the Second Party.
4. The Division of Highways will not be responsible for any damage to the **sign** which may be done by a third party.
5. Maintenance of the **sign** will be the responsibility of the party of the Second Party.
6. Contact adjacent utility owners in advance of construction to coordinate adjustments and/or relocations.
7. **The party of the second part agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during construction and subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and amendments or supplements thereto. When there is no guidance provided in the NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the NCDOT Division Engineer.**
8. **The encroaching party shall comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, included but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species and historical sites.**

DEPARTMENT OF TRANSPORTATION

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

-AND-

Town of Nags Head

PO Box 99 Nags Head, NC 27959

THIS AGREEMENT, made and entered into this the 19 day of September, 2011, by and between the Department of Transportation, party of the first part; and Town of Nags Head party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route NC 12, located in the right-of-way of Virginia Dare Trail and Gulf Stream Drive with the following: One sixteen square foot district sign with a maximum total height of seven feet and a maximum total width of six feet including posts.

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

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

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

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

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

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

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

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

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

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

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

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

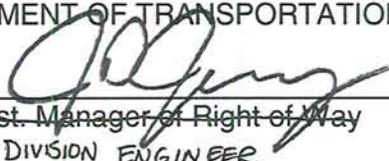
RECEIVED  
SEP 21 2011

DISTRICT OF

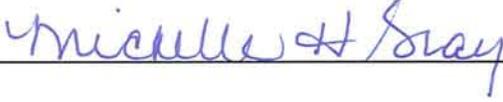
IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY:

  
Asst. Manager of Right of Way  
DIVISION ENGINEER

ATTEST OR WITNESS:







Cliff Ogburn, Town Manager

Town of Nags Head  
Second Party

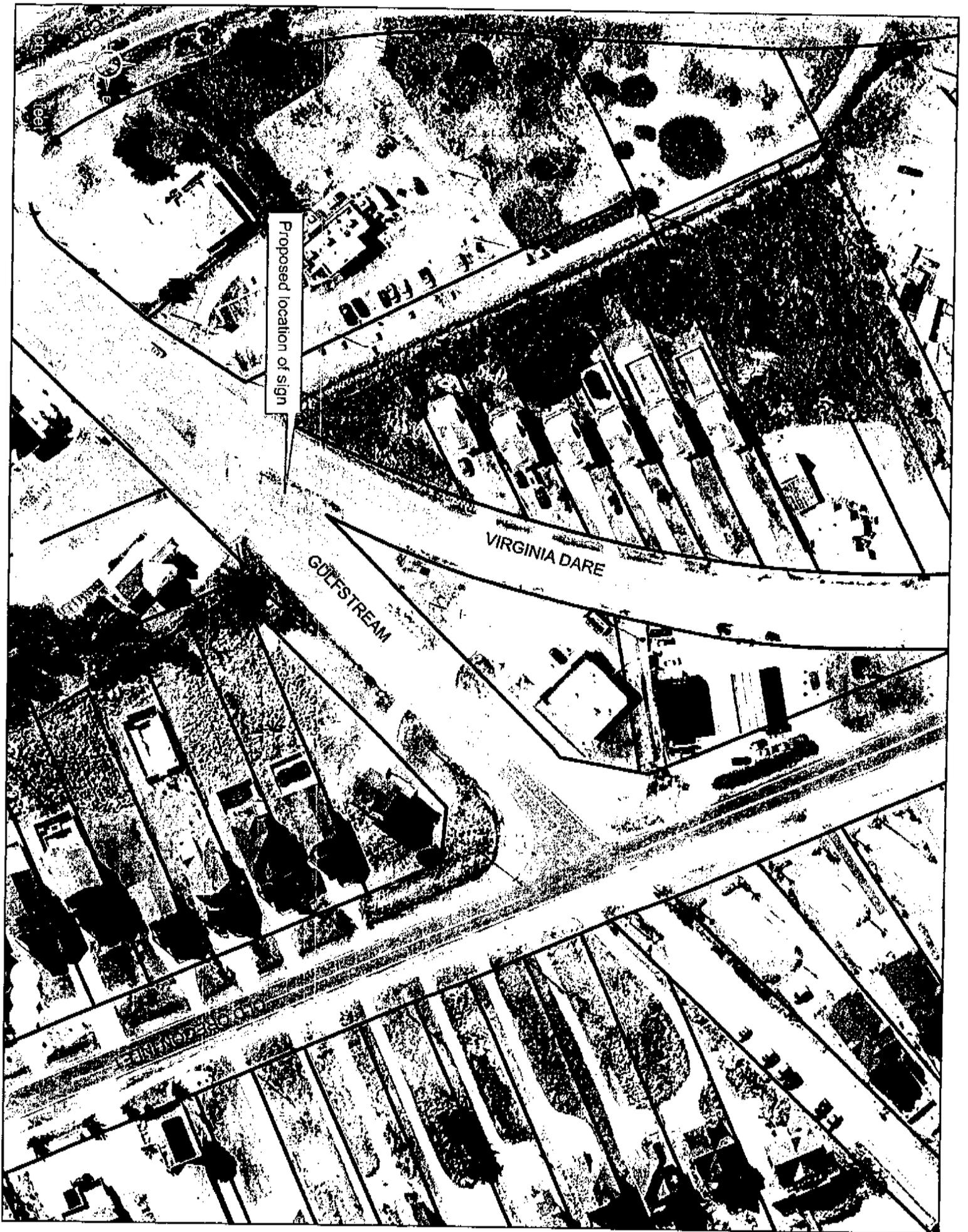
### INSTRUCTIONS

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

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

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

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.



Proposed location of sign

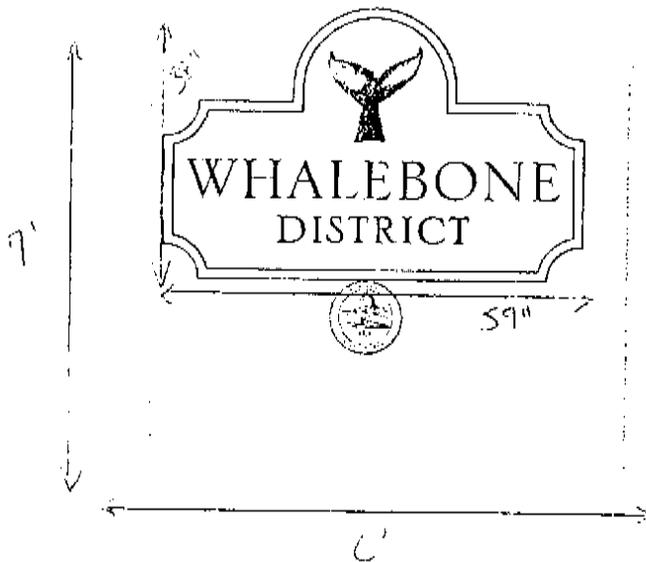
VIRGINIA DARE

GULFSTREAM

# access

## DESIGN ★ PRINT

### E S T I M A T E



3/4" SIGNBOARD (MDO) ROUTED &  
PAINTED WITH 2 COLORS AND 3 COLORS  
APPLIED VINYL. 2 SIDED. POSTS OR  
MOUNTING SYSTEM STILL TO BE  
DETERMINED.

COST FOR SIGNS =

- 1) 16sf Signs, 2-sided, = \$680
- 1) 12sf Signs, 2-sided, = \$560
- 2) Hand painted, 3D Routed Whale Tail = \$150
- 1) Painted Post/Frame Sets = \$150
- 2) Town Circular Logos = \$15 each