

Henderson County Ecusta Trail

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT made and entered into 08/25/2025, between **ECUSTA RAILS2TRAIL, LLC AND COUNTY OF HENDERSON**, which has a mailing address at **1 HISTORIC COURTHOUSE SQUARE, HENDERSONVILLE, NC 28792** party of the first part (hereinafter called "Greenway"),

and

LRH Properties, LLC,
party of the second part (the "Licensee" during construction of the utility prior to acceptance by the third party)

and

City of Hendersonville,
party of the third part (the "Licensee" after construction and acceptance of the encroachment).

WITNESSETH, that said Greenway (which when used herein shall include any licensor, lessor, successor or assignee) insofar as it has the legal right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Greenway's title may be subject, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, to construct, maintain, repair, alter, renew, relocate and ultimately remove:

Licensee has submitted to Greenway an Application related to the proposed installation and construction of

Sewer line Extension
[Description of facilities] (herein called the "Facilities") located in, over or under, across, along and upon the right-of-way or property of Greenway at or near:

LOCATION (LAT/LONG or NC Grid or direction and distance from closest road / trail intersection):

SR 1186 (Daniel Drive near US 64)

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT A** attached hereto and made part hereof (such right-of-way or property of Greenway).

Greenway hereby grants to Licensee, insofar as Greenway has the right to do so, in accordance with engineering plans, submitted by Licensee to and approved by the Greenway's Engineer or his or her authorized representative, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "**FACILITIES**"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. (a) Licensee shall, at its expense, construct and maintain in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon prior written permission granted by the Greenway's Engineer or his or her authorized representative, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the installation or occupancy herein provided is situated,

and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Greenway's Engineer of his or her authorized representative, and as will not interfere with the operations of the Greenway, endanger persons or property of Greenway, and enjoyment of the property of Greenway. With respect to each Operations project that require access to the Premises, Greenway shall, at Greenway's option furnish, at the sole expense of Licensee, furnish any necessary inspectors or traffic control to see that personnel, equipment and materials are kept a safe distance away from the Greenway, to support Greenway's corridor and to protect Greenway's traffic.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time, at Greenway's option, should deem inspectors, observers, monitors, or traffic control desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said Facilities, of Licensee, Greenway shall have the right to place such inspectors, observers, monitors, or traffic control at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Greenway upon demand. The furnishing or failure to furnish inspectors, or traffic control by Greenway, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Greenway Engineer or their authorized representative for the scheduling of protection services. Within seventy-two (72) hours after the Engineer's actual receipt of such notification, the Engineer shall review the necessity and availability of traffic control or other protection services for the proposed work and advise Licensee of such matters and the estimated cost of protection services. No work shall be permitted on or about the Premises without the presence of Greenway's protection services or the Engineer's waiver of the requirement for protection services. Entry on or about the Premises or any other Greenway's right-of-way without the Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Greenway, within thirty (30) days after delivery of an invoice, for the cost of protection services provided by or on the behalf of Greenway.

2. The Premises shall be used by Licensee only for the Operations of the Facilities and for no other purposes. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Greenway. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit an application with plans conforming to Greenway's then-current standards and procedures and obtain the written approval of the Greenway's Engineer or his or her authorized representative thereto before any work or alteration of the facility is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto.

3. (a) Licensee shall at all times be obligated to promptly maintain, repair, reinforce and renew said Facilities; and shall, upon notice from Greenway requiring it so to do, promptly make such repairs and renewals thereto as may be required by Greenway; or Greenway, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event, Licensee fails so to do, Greenway will perform said necessary repairs at the sole cost and expense of Licensee.

4. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Greenway.
- (b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Greenway, shall extend for an appropriate distance on each side of the property of Greenway as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Greenway.
5. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Greenway.
6. (a) It is understood between the parties hereto that the operations of Greenway at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Greenway including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Greenway or otherwise.
- (b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Greenway from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Greenway may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Greenway whether such losses and damages be suffered or sustained by Greenway directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Greenway liable therefore, and whether attributable to the fault, failure or negligence of Greenway or otherwise, except when proved by Licensee to be due directly to the sole negligence of Greenway. **IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF GREENWAY, UNDER NO CIRCUMSTANCES SHALL GREENWAY HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF GREENWAY DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS GREENWAY FROM THE SAME.**
- (c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.
7. All cost and expenses in connection with the operation, construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Greenway under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Greenway the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Greenway for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public

liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Greenway on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Greenway.

8. Licensee shall, at its sole cost and expense, upon thirty (30) days prior written notice from Greenway, promptly change the location of said Facilities covered by this Agreement, where located over, under, upon and along, or in the property and facilities of Greenway, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Greenway upon land now or hereafter owned or used by Greenway to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, under, upon and along or in the property and facilities of Greenway as may be required by said Greenway or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Greenway may make such repairs or adjustments or changes in location and provide necessary material therefore.
9. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said Facilities and appurtenances from Greenway property, and right of way and all property of Greenway shall be restored in good condition and to the satisfaction of Greenway. If Licensee fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, Greenway shall be privileged to do so at the cost and expense of Licensee, and Greenway shall not be liable in any manner to Licensee for said removal.
10. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or pavement, facilities and appurtenances of Greenway arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Greenway on demand the full cost and expense, therefore.
11. If the Facilities cause degradation of Greenway's signal, communications and other electronic systems or endanger Greenway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense shall immediately remedy any inductive interference to the satisfaction of Greenway growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Greenway may take any/all corrective measures deemed necessary. The provisions of this Section 12 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Greenway may install in the future.
12. If Licensee fails to take any corrective measures requested by Greenway in a timely manner, or if an emergency situation is presented which, in Greenway's sole judgement, requires immediate repairs to the Facilities, Greenway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.
13. (a) The rights conferred hereby shall be the privilege of Licensee only, and no assignment, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, or involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right of privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Greenway, which consent may be withheld by Greenway in its sole discretion. Any such assignment or

other transfer made without Greenway's prior written consent shall be null and void and, at Greenway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Greenway, Licensee, or a wholly owned subsidiary of Licensee's part without Greenway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Greenway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Greenway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Greenway for the performance of the obligations of "Greenway" hereunder.

14. This Agreement shall take effect after signed by both parties. This Agreement will automatically renew for one (1) year terms thereafter if neither party submits in writing the desire to terminate.

15. (a) This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.

(b) The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Greenway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Greenway for Greenway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Greenway elects to remove the Facilities, Greenway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

(c) If licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operation of the Facilities for one (1) year. Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee.

16. Environmental Compliance

16.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.

16.2 Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances, or other requirements of federal, state and local governmental authorities relating to (a) any operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air, or groundwater arising or resulting, in whole or in part, from Licensee's operations or use the Premises pursuant to this Agreement. Licensee agrees to indemnify and hold harmless Greenway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Greenway or claimed by any

person, company or governmental entity relating to (a) any contamination of any property, water, air or ground water due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises, or (c) any violation of Licensee's obligations.

- 16.3 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Greenway from and against any and all fines, penalties, demands, suits, actions, proceedings, fines, claims, losses (including attorneys' fees) or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Greenway.
- 16.4 Without limiting any other provision of this Agreement, Greenway shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Greenway shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.
- 16.5 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Greenway and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Greenway. Greenway's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Greenway shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Greenway all information requested by Greenway regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.
17. This agreement contains the entire agreement of Greenway and Licensee and supersedes any prior understanding or agreement between Greenway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.
18. Licensee shall, at its sole cost and expense, perform all of County's obligations pertaining to use and maintenance of the Real Property as provided in the Railbanking Agreement. The licensee shall not violate the terms of the Railbanking Agreement or the National Trails System Act.
19. Licensee shall, at its sole cost and expense, submit an acceptable certificate of insurance to the Office of the County Engineer prior to any work being performed in the greenway right-of-way.
20. No Hazardous materials as defined by OSHA shall be stored or used within the right-of-way, or used in a way that they or their residue will come into the right-of-way.

21. (a) Safety of personnel, property, trail operations and the public are of paramount importance in the prosecution of any work on Greenway's property performed by Licensee or its contractor and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining, and supervising all safety operation and programs in connection with any work on Licensee's Facilities.
- (b) Licensee shall keep the job site on Greenway property free from safety and health hazards and ensure that their employees are competent and adequately trained in safety and health aspects of the work.
- (c) Licensee represents and warrants that all parts of the Licensee's Facilities within and outside of the limits of Greenway property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the greenway, property, and facilities of Greenway, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.
20. Notwithstanding any other provision contained herein, in no circumstance shall the Licensee be allowed to take or permit any action which would cause this property to be out of compliance with the requirements of the railbanking provisions of the National Trails System Act (P.L 90-543 as it exists and may be amended).
21. Any Notice required or permitted to be served under the terms of this License shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Greenway: County of Henderson
Attention: County Engineer
1 Historic Courthouse Square
Hendersonville, NC 28792

To Second Party: LRH Properties, LLC _____
PO Box 1112 _____
Fletcher, NC 28732 _____
Attn: Marti Rimbault _____

To Third Party: City of Hendersonville _____
305 Williams St. _____
Hendersonville, NC 28792 _____
Attn: Brendan Shanahan _____

or at such other addresses as the respective parties may from time to time give notice of.

22. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "16" of this Agreement.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**ECUSTA RAIL2TRAIL, INC. AND COUNTY OF
HENDERSON**
(as Greenway)

Witness as to Greenway:

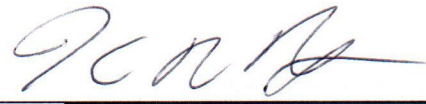
By: _____
Name: Marcus A. Jones, PE
Title: County Engineer

By: _____
Name: _____

APPLICANT
(as Licensee, second party)

Witness as to Applicant, second party:

By: 
Name: Marti Rimbault
Title: Member/Manager/Trustee, LRH Properties,
LLC

By: 
Name: Kevin R Rimbault

Witness as to Applicant, third party:

APPLICANT
(as Licensee, second party)

By: _____
Name: _____
Title: _____

By: _____
Name: _____

EXHIBIT A

(applicant's detail plans and location of proposed encroachment)



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J. R. "JOEY" HOPKINS
SECRETARY

May 29, 2025

Encroachment No.: E141-45-25-00293
Location: US-64BUS; SR-1186 (Daniel Dr.)
County: Henderson
Assistant Division 14 Utility Engineer: Robert E. Dyer

LRH Properties
PO Box 1112
Fletcher, NC 28792

&

City Of Hendersonville
305 Williams St.
Hendersonville, NC 28792

Mr. Setzer,

Attached for your files is a copy of a contract which has been properly executed for the encroachment on NCDOT right-of-way designated as US-64 and SR-1186 (Daniel Dr.), to allow installation of approximately 29 lf of 16" encasement pipe, 336 lf of 8" SDR 35 PVC Sanitary Sewer (4) 4' diameter manholes, and (2) Sanitary Sewer Clean-outs within right of way as shown on the attached drawings.

- Please keep in mind this Sewer installation is within DOT project U-5783. Facility installation crews will maintain communication and coordinate this installation with the NCDOT resident engineer or acting resident engineer Patrick Eubanks at (828)553-5800.

Approval is given subject to the use of proper lights, signs, flagmen and other warning devices for the protection of traffic in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. Work will be stopped for noncompliance.

NOTE: All state roads and paved driveways must be bored at 90 degrees. All Handholes and Bore Pits must be a minimum of 5 feet from edge of pavement. All construction shall be in accordance with the attached Standard Special Provisions for Division 14 Encroachments and Driveways.

Please contact our office at least three days prior to beginning work so we can arrange for an initial inspection of the job and again upon completion. You may speak directly me during business hours at (828) 200-9401. You may also respond by leaving an e-mail at redyer@ncdot.gov.

Sincerely,

Robert Dyer

Robert E. Dyer

Assistant Division 14 Utility Engineer
Wesley Grindstaff, PE
Division Engineer

for

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 14
253 WEBSTER RD
SYLVA, NC 28779

Telephone: 828.331.5200
Fax: 828.331.5201
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
253 WEBSTER RD
SYLVA, NC 28879

ROUTE SR-1186 PROJECT Daniel Dr Sewer Ext COUNTY OF STATE OF NORTH CAROLINA
Henderson

DEPARTMENT OF TRANSPORTATION

-AND-

LRH Properties

PO Box 1112, Fletcher, NC 28732

-AND-

City of Hendersonville

305 Williams Street, Hendersonville, NC 28792

THREE PARTY RIGHT OF WAY

ENCROACHMENT AGREEMENT ON
PRIMARY AND SECONDARY SYSTEM

THIS AGREEMENT, made and entered into this the 29th day of May, 20 25, by and between the Department of Transportation, party of the first part; and LRH Properties

party of the second part; and City of Hendersonville

party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) SR-1186, located near the intersection of SR-1186 and US 64

with the construction and/or erection of: the Daniel Drive Sewer Extension; approximately 336 LF of 8-inch PVC gravity sewer

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

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

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to 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.

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

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

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

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

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

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

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

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

- a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

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

DEPARTMENT OF TRANSPORTATION
BY: Robert Dyer Robert Dyer
ASSISTANT DIVISION UTILITY ENGINEER
FC84603B4DF044F...

WITNESS:

Kevin R. Rimbault
KEVIN R. RIMBAULT
mbr/mgr/trustee
LRH Properties, LLC

LRH Properties

PO Box 1112, Fletcher, NC 28732

Marti W Rimbault
MARTI W RIMBAULT mbr/mgr/trustee
Second Party

WITNESS:

City of Hendersonville
305 Williams St, Hendersonville, NC 28792
Adela Gutierrez Ramirez
Adela Gutierrez Ramirez (Apr 15, 2025, 15:51 EDT)
Civil Engineer

City of Hendersonville

305 Williams Street, Hendersonville, NC 28792

Brendan Shanahan

City Engineer

Third Party

20250214-Encr-24125

Final Audit Report

2025-04-25

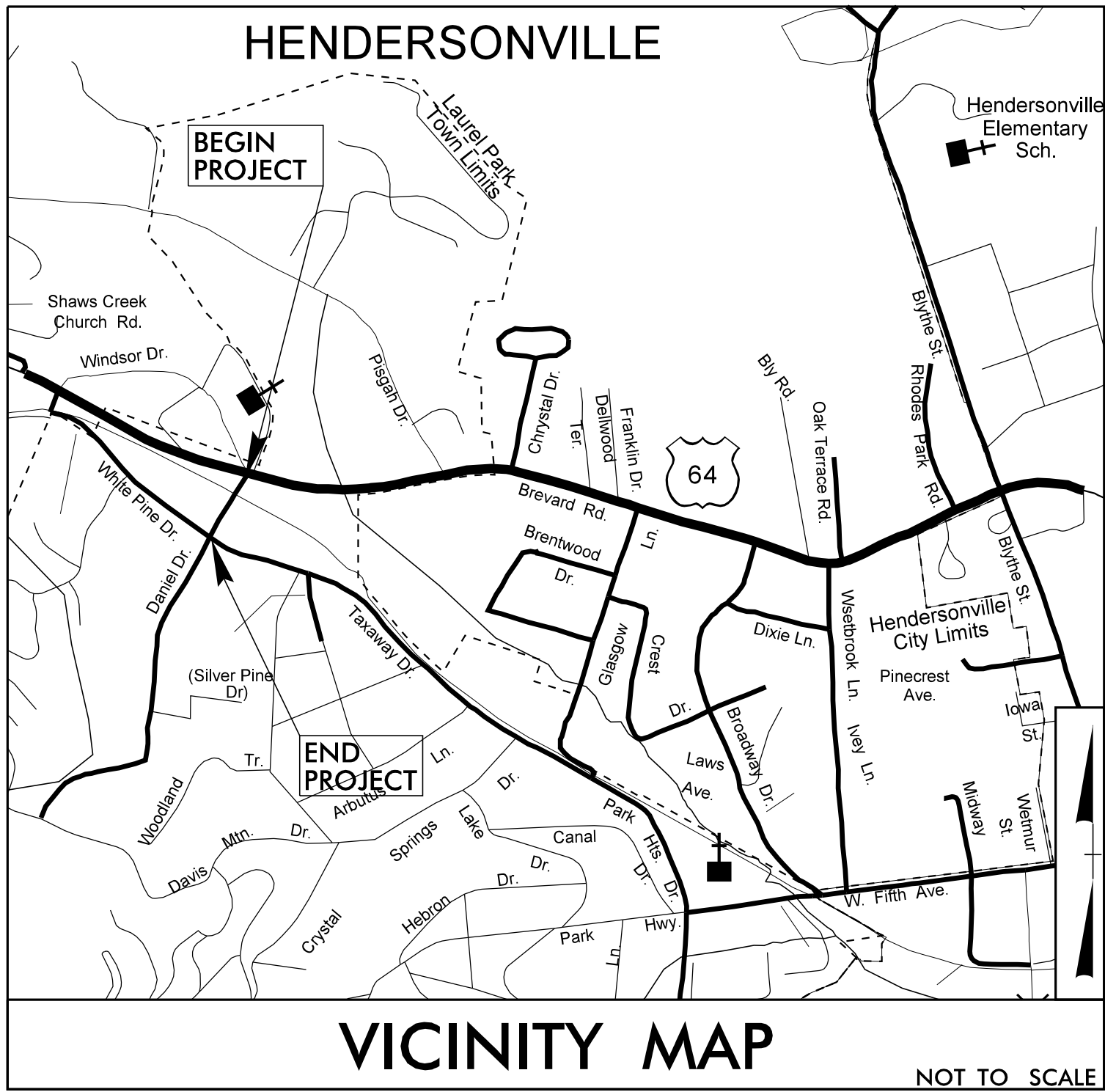
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By:	brendan shanahan (bshanahan@hvlnc.gov)
Status:	Signed
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"20250214-Encr-24125" History

-  Document created by brendan shanahan (bshanahan@hvlnc.gov)
2025-04-25 - 7:49:54 PM GMT
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2025-04-25 - 7:49:58 PM GMT
-  Email viewed by brendan shanahan (bshanahan@hvlnc.gov)
2025-04-25 - 7:50:46 PM GMT
-  Document e-signed by brendan shanahan (bshanahan@hvlnc.gov)
Signature Date: 2025-04-25 - 7:51:03 PM GMT - Time Source: server
-  Document emailed to Adela Gutierrez Ramirez (agutierrez@hvlnc.gov) for signature
2025-04-25 - 7:51:07 PM GMT
-  Document e-signed by Adela Gutierrez Ramirez (agutierrez@hvlnc.gov)
Signature Date: 2025-04-25 - 7:51:48 PM GMT - Time Source: server
-  Agreement completed.
2025-04-25 - 7:51:48 PM GMT

TIP PROJECT: 2401475

T.I.P. NO.	SHEET NO.
2401475	UC-1

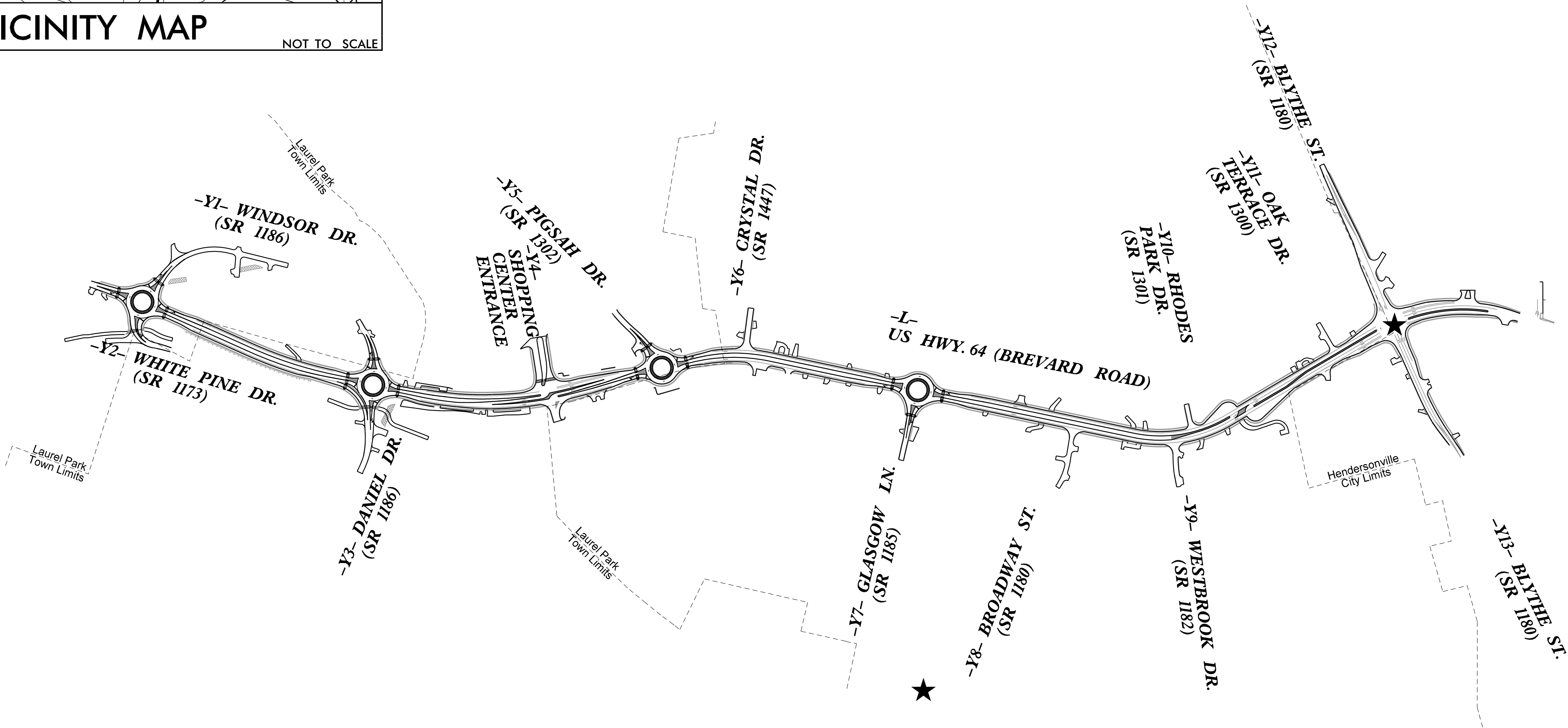
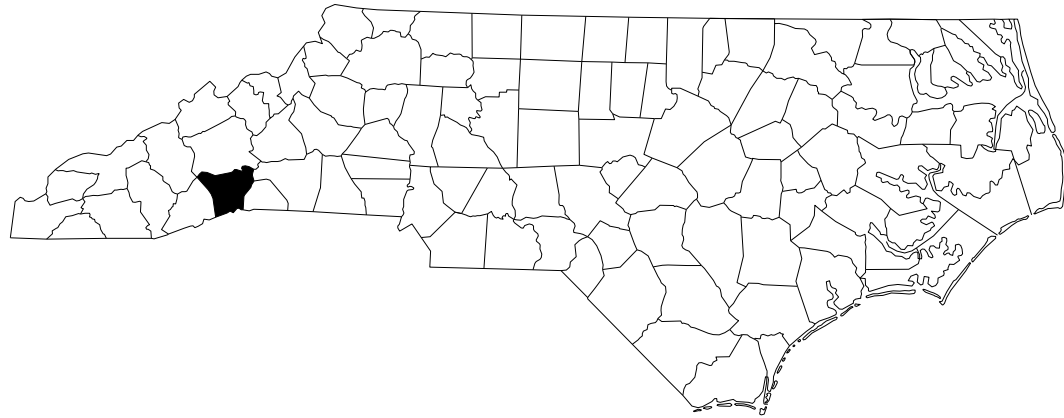


STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

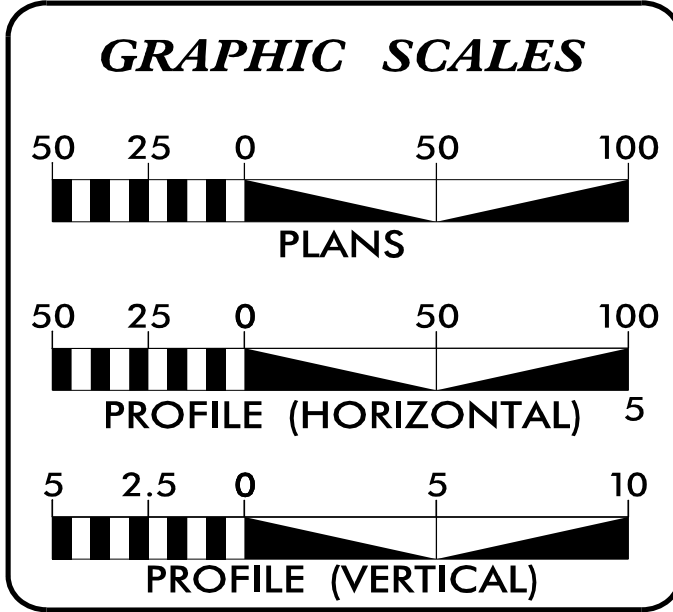
UTILITY CONSTRUCTION PLANS HENDERSON COUNTY

LOCATION: SR 1184 (DANIEL DRIVE) FROM US-64 (BREVARD ROAD)
TO SR 1173 (WHITE PINE DRIVE)

TYPE OF WORK: CONSTRUCTION OF SEWER



DOCUMENT NOT CONSIDERED FINAL
UNTIL ALL SIGNATURES ARE COMPLETED



SHEET NO.:	DESCRIPTION:
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOGY
UC-3 THRU UC-3A	NOTES
UC-3B THRU UC-3C	DETAILS
UC-4	PLAN AND PROFILE SHEET

WATER AND SEWER OWNERS ON PROJECT

- (A) WATER - CITY OF HENDERSONVILLE
(B) SEWER - CITY OF HENDERSONVILLE

PREPARED IN THE OFFICE OF

JMT

JOHNSON, MIRMIRAN, & THOMPSON, INC.

1318-F Patton Ave.
Asheville, NC 28806

Joel Setzer, PE PROJECT MANAGER
Jamie D. Noe, P.E. PROJECT UTILITY ENGINEER
James Montgomery PROJECT UTILITY COORDINATOR

SEAL

NORTH CAROLINA
PROFESSIONAL
ENGINEER
JAMIE DANIELLE NOE
047349

ENGINEERING DEPARTMENT
HENDERSON COUNTY



UTILITIES PLAN SHEET SYMBOLS

PROPOSED WATER SYMBOLS

Water Line (Sized as Shown)	
11¼ Degree Bend	
22½ Degree Bend	
45 Degree Bend	
90 Degree Bend	
Plug	
Tee	
Cross	
Reducer	
Gate Valve	
Butterfly Valve	
Tapping Valve	
Line Stop	
Line Stop with Bypass	
Blow Off	
Fire Hydrant	
Relocate Fire Hydrant	
Remove Fire Hydrant	
Water Meter	
Relocate Water Meter	
Remove Water Meter	
Water Pump Station	
RPZ Backflow Preventer	
DCV Backflow Preventer	
Relocate RPZ Backflow Preventer	
Relocate DCV Backflow Preventer	

PROPOSED SEWER SYMBOLS

Gravity Sewer Line (Sized as Shown)	
Force Main Sewer Line (Sized as Shown)	
Manhole (Sized per Note)	
Sewer Pump Station	

PROPOSED MISCELLANOUS UTILITIES SYMBOLS

Power Pole	
Telephone Pole	
Joint Use Pole	
Telephone Pedestal	
Utility Line by Others (Type as Shown)	
Trenchless Installation	
Encasement by Open Cut	
Encasement	

Thrust Block	
Air Release Valve	
Utility Vault	
Concrete Pier	
Steel Pier	
Plan Note	
Pay Item Note	

EXISTING UTILITIES SYMBOLS

Power Pole	
Telephone Pole	
Joint Use Pole	
Utility Pole	
Utility Pole with Base	
H-Frame Pole	
Power Transmission Line Tower	
Water Manhole	
Power Manhole	
Telephone Manhole	
Sanitary Sewer Manhole	
Hand Hole for Cable	
Power Transformer	
Telephone Pedestal	
CATV Pedestal	
Gas Valve	
Gas Meter	
Located Miscellaneous Utility Object	
Abandoned According to Utility Records	
End of Information	

*Underground Power Line	
*Underground Telephone Cable	
*Underground Telephone Conduit	
*Underground Fiber Optics Telephone Cable	
*Underground TV Cable	
*Underground Fiber Optics TV Cable	
*Underground Gas Pipeline	
Aboveground Gas Pipeline	
*Underground Water Line	
Aboveground Water Line	
*Underground Gravity Sanitary Sewer Line	
Aboveground Gravity Sanitary Sewer Line	
*Underground SS Forced Main Line	
Underground Unknown Utility Line	
SUE Test Hole	
Water Meter	
Water Valve	
Fire Hydrant	
Sanitary Sewer Cleanout	

*For Existing Utilities
Utility Line Drawn from Record (Type as Shown)
Designated Utility Line (Type as Shown)

**HENDERSON
COUNTY**

PROJECT SPECIFIC NOTES

9. DURING CONSTRUCTION THE CONTRACTOR SHALL MAINTAIN THE OPERATION OF EXISTING UTILITIES WITH THE LEAST AMOUNT OF SERVICE INTERRUPTION POSSIBLE IN COORDINATION WITH THE CITY OF HENDERSONVILLE. ANY PLANNED SHUTDOWN IS SUBJECT TO A REQUIRED 7 DAY LEAD TIME PERIOD FOR PUBLIC NOTIFICATIONS. CONTINUOUS SERVICE, PUBLIC HEALTH AND SAFETY CONSIDERATIONS SHALL EXCEED ALL OTHERS AND CONTRACTOR'S SCHEDULE, PLANS AND WORK SHALL AT ALL TIMES BE SUBJECT TO ALTERATION AND REVISION IF NECESSARY FOR THESE CONSIDERATIONS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TEMPORARY OR PERMANENT RELOCATION OF STRUCTURES AND UTILITIES, INCLUDING BUT NOT LIMITED TO POLES, SIGNS, FENCES, HYDRANTS, VALVES, PIPING, CONDUITS AND DRAINS THAT INTERFERE WITH THE POSITIONING OF THE WORK AS SHOWN ON THE DRAWINGS.

11. CONTRACTOR SHALL BE REQUIRED TO CONFORM AND COMPLY WITH ALL RESTRICTIONS AND EASEMENT CONDITIONS AND IS RESPONSIBLE FOR ALL RELATED INCIDENTAL COSTS INVOLVED.

8. CONTRACTOR SHALL PROTECT EXISTING UTILITIES DURING CONSTRUCTION. REPAIRS SHALL BE MADE IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.

PROJECT REFERENCE NO.		SHEET NO.	
2401475		UC-3	
DESIGNED BY: MRD			
DRAWN BY: BDW			
CHECKED BY: JDN			
APPROVED BY: JDN			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING SEC.			
PHONE: (919) 707-6690 FAX: (919) 250-4151			

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UNTIL ALL SIGNATURES ARE COMPLETED**

UTILITY CONSTRUCTION



PROJECT REFERENCE NO.
2401475

SHEET NO.
UC-3B

DESIGNED BY: MRD

DRAWN BY: BDW

CHECKED BY: JDN

APPROVED BY: JDN

REVISED:

NORTH CAROLINA
DEPARTMENT OF
TRANSPORTATION

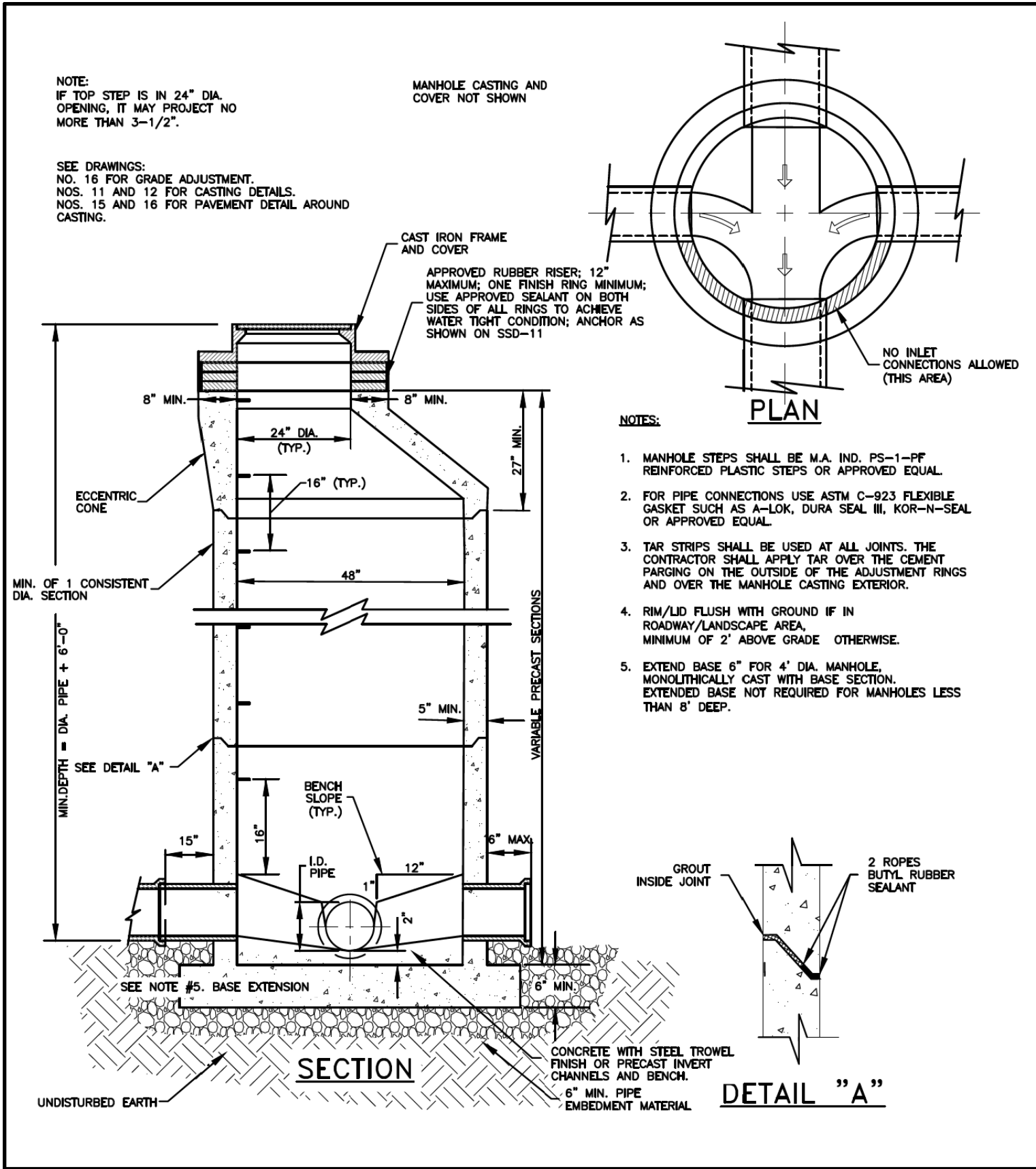
SEAL
047349
ENGINEER
JANIE DANIELLE NOE

UTILITIES ENGINEERING SEC.
PHONE: (919) 707-6690
FAX: (919) 250-4151

UTILITY CONSTRUCTION
PLANS ONLY

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UTILITY CONSTRUCTION



DATE: 01/26/2024

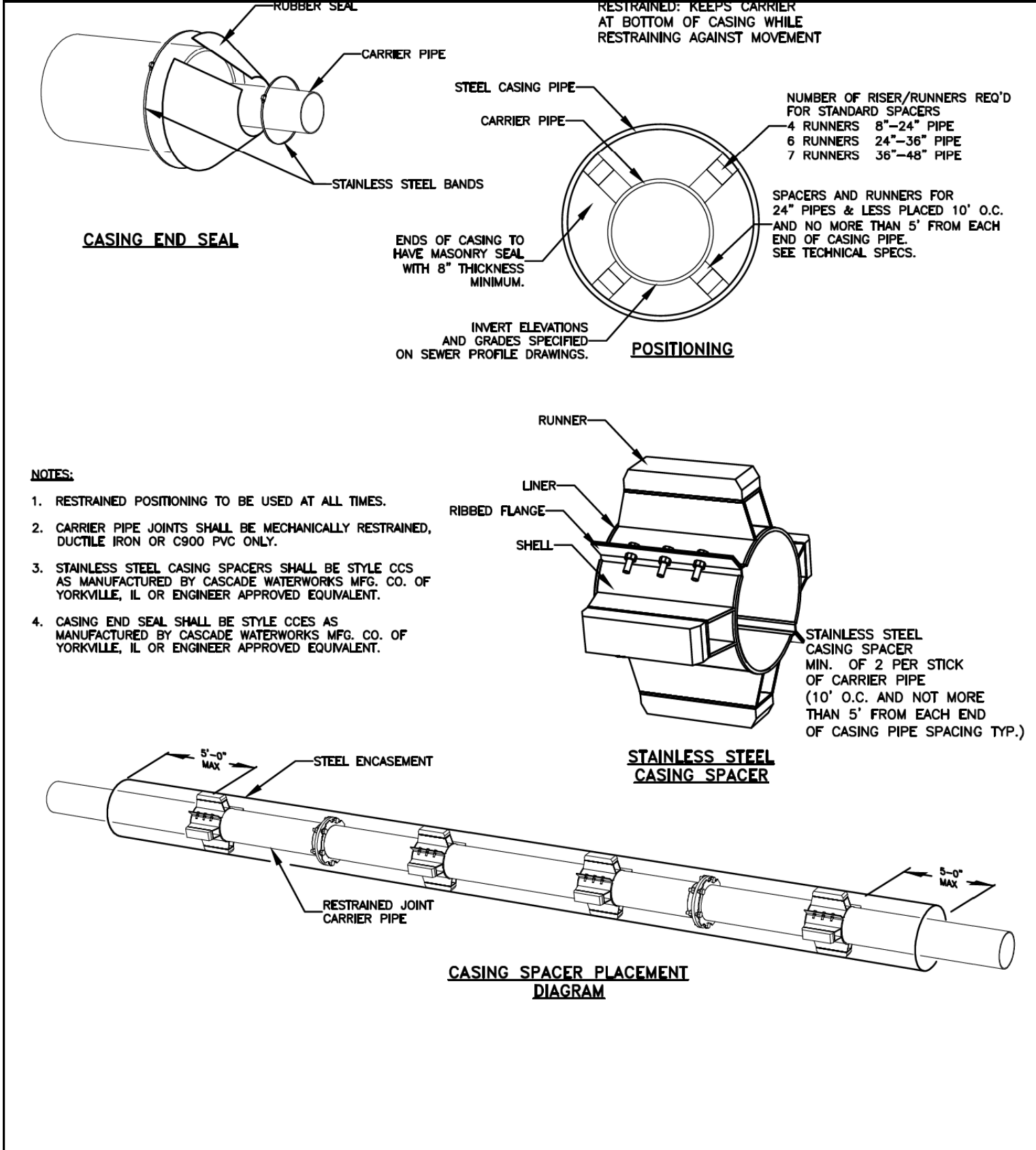
SS-D DWG. NO. 6

SCALE: NOT TO SCALE

City of Hendersonville Engineering Department
305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

PRECAST MANHOLE





DATE: 01/12/2019

WD DWG. NO. 16

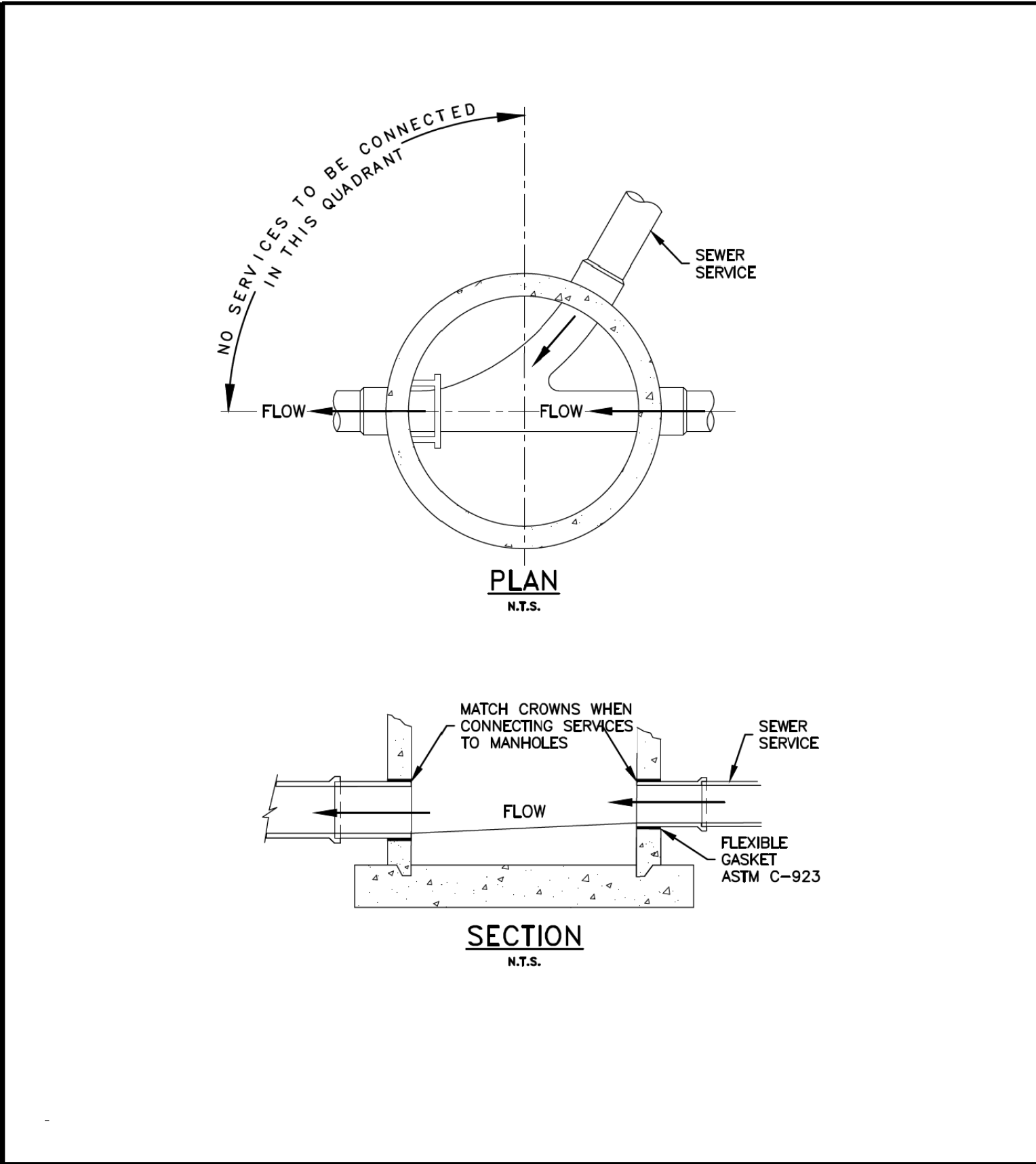
SCALE: NOT TO SCALE

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305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

CARRIER PIPE IN STEEL ENCASUREMENT

DETAIL





DATE: 10/19/2023

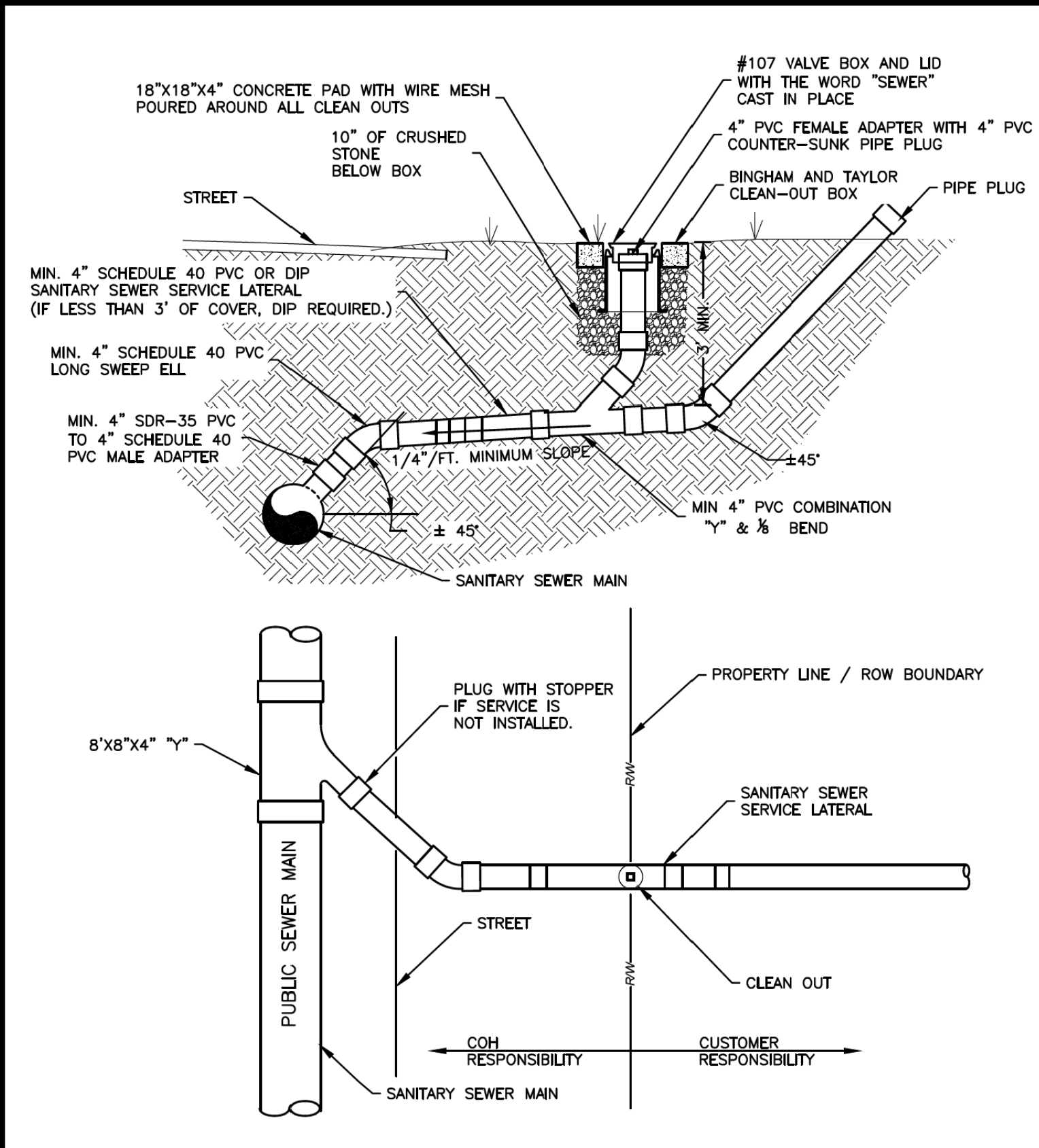
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SCALE: NOT TO SCALE

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305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

SERVICE CONNECTIONS
AT MANHOLES





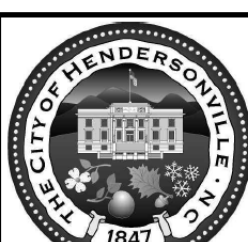
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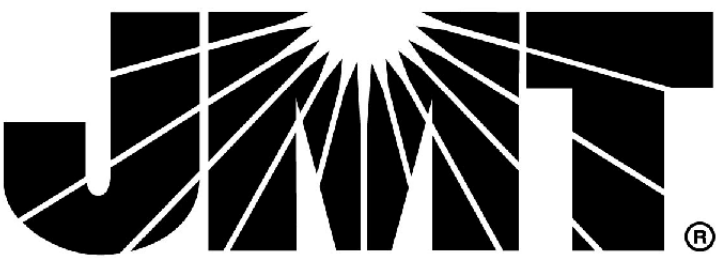
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SCALE: NOT TO SCALE

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305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

STANDARD SERVICE CONNECTION
LATERAL AND CLEANOUT





PROJECT REFERENCE NO.
2401475

SHEET NO.
UC-3C

DESIGNED BY: MRD

DRAWN BY: BDW

CHECKED BY: JDN

APPROVED BY: JDN

REVISED:

NORTH CAROLINA
DEPARTMENT OF
TRANSPORTATION

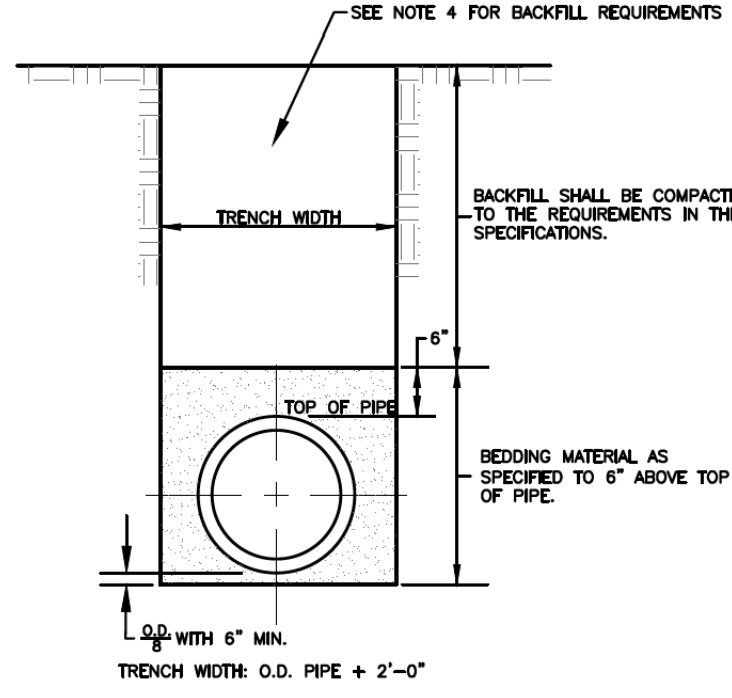
UTILITIES ENGINEERING SEC.
PHONE: (919) 707-6690
FAX: (919) 250-4151

UTILITY CONSTRUCTION
PLANS ONLY

SEAL
047349
ENGINEER
NAME DANIELLE NOE

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UNTIL ALL SIGNATURES ARE COMPLETED

UTILITY CONSTRUCTION



SEE NOTE 4 FOR BACKFILL REQUIREMENTS

BACKFILL SHALL BE COMPACTED TO THE REQUIREMENTS IN THE SPECIFICATIONS.

TOP OF PIPE

6"

BEDDING MATERIAL AS SPECIFIED TO 6" ABOVE TOP OF PIPE.

6" WITH 6" MIN.

TRENCH WIDTH: O.D. PIPE + 2'-0"

NOTES:

- BEDDING CLASSIFICATION SHALL MEET OR EXCEED ASTM D2321 CLASS 1 BEDDING FOR FLEXIBLE PIPING, AND ASTM C12, CLASS 'B' BEDDING FOR RIGID PIPING.
- IN ROCK OR WET SOIL, PIPE MUST BE BEDDED IN AT LEAST 6" OF #57 WASHED STONE.
- FORCE MAIN BEDDING SHALL BE SELECT NATURAL SAND WELL COMPACTED IN 6" LIFTS.
- TRENCHES EXCAVATED OUTSIDE EXISTING ROAD AND RAILWAY RIGHTS-OF-WAY SHALL BE BACKFILLED WITH COMMON BACKFILL MATERIAL CONSISTING OF EXCAVATED MATERIALS EXCEPT HIGHLY ORGANIC SILTS AND CLAYS AND TAMPED THOROUGHLY. FILL SHALL BE DEPOSITED IN SUCCESSIVE, UNIFORM, APPROXIMATELY HORIZONTAL LAYERS. MATERIAL SHALL BE FREE OF ROOTS, STONES, AND DEBRIS. ALL MATERIAL SHALL HAVE AN IN-PLACE DENSITY OF AT LEAST 85% OF MAXIMUM DRY DENSITY (STANDARD PROCTOR) OR AS APPROVED BY THE ENGINEER. COMMON BACKFILL SHALL NOT CONTAIN STONE BLOCKS, BROKEN CONCRETE, MASONRY RUBBLE, OR OTHER SIMILAR MATERIALS. IT SHALL HAVE PHYSICAL PROPERTIES SUCH THAT IT CAN BE READILY SPREAD AND COMPACTED DURING FILLING. SNOW, ICE, AND FROZEN SOIL WILL NOT BE PERMITTED.
- WHERE EXCAVATED MATERIAL AFTER REMOVAL OF ROCKS, STUMPS, PLANT MATERIAL, AND OTHER EXTRANEOUS MATERIAL AND PROPER Dewatering, Drying, Protection, and Storage of the Excavation by the Contractor, CANNOT BE PREPARED TO MEET THE REQUIREMENTS FOR COMMON BACKFILL, DUE TO THE NATURE OF THE MATERIAL (E.G., EXCESSIVE ROCK, MUCK, ORGANICS, CLAY, SILT, OR OTHER MATERIAL), AND AS DETERMINED BY THE ENGINEER, THE UNACCEPTABLE EXCAVATION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR AND REPLACED BY IMPORTED BACKFILL MEETING THE REQUIREMENTS OF STRUCTURAL BACKFILL. IMPORTED STRUCTURAL BACKFILL SHALL BE FREE OF ORGANICS, ROOTS OR OTHER DELETERIOUS MATERIALS AND SHALL NOT CONTAIN MORE THAN FIVE PERCENT (BY WEIGHT) ORGANIC MATERIAL, HAVE A PLASTICITY INDEX (PI) GREATER THAN 25, OR HAVE A MAXIMUM DRY DENSITY LESS THAN 90 POUNDS PER CUBIC FOOT. IMPORTED STRUCTURAL FILL SHOULD CONSIST OF MATERIAL CLASSIFIED AS ML, CL, SC, OR SM, OR BETTER PER ASTM D-2487 AND BE CAPABLE OF BEING COMPACTED TO 95% STANDARD PROCTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL COMPACTION REQUIREMENTS.

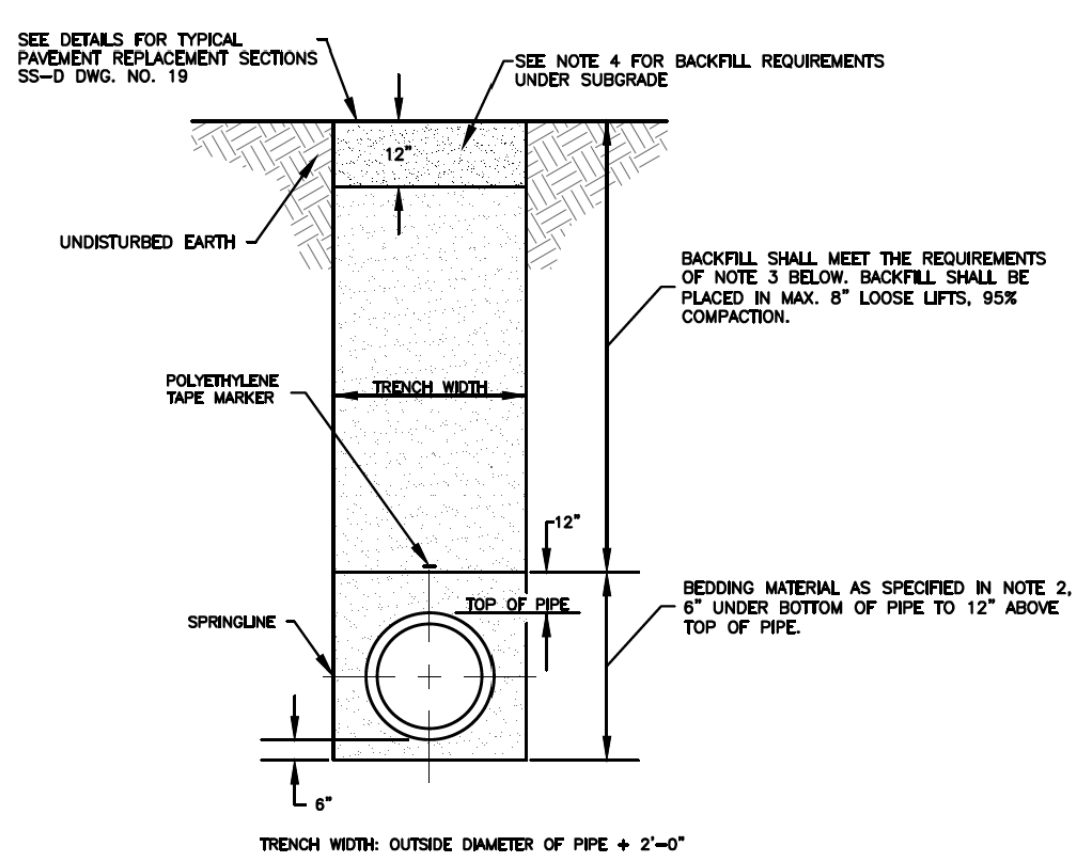
DATE: 10/19/2023 SS-D DWG. NO. 1

SCALE: NOT TO SCALE

City of Hendersonville Engineering Department
305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

GRAVITY SEWER
TRENCH CONSTRUCTION
OUTSIDE PAVEMENT





SEE DETAILS FOR TYPICAL PAVEMENT REPLACEMENT SECTIONS SS-D DWG. NO. 19

SEE NOTE 4 FOR BACKFILL REQUIREMENTS UNDER SUBGRADE

UNDISTURBED EARTH

12"

TRENCH WIDTH

POLYETHYLENE TAPE MARKER

12"

TOP OF PIPE

6"

TRENCH WIDTH: OUTSIDE DIAMETER OF PIPE + 2'-0"

BACKFILL SHALL MEET THE REQUIREMENTS OF NOTE 3 BELOW. BACKFILL SHALL BE PLACED IN MAX. 6" LOOSE LIFTS, 95% COMPACTION.

BEDDING MATERIAL AS SPECIFIED IN NOTE 2, 6" UNDER BOTTOM OF PIPE TO 12" ABOVE TOP OF PIPE.

NOTES:

- THIS TRENCH BACKFILL DETAIL APPLIES TO AREAS UNDER PAVEMENT, CURB AND GUTTER, AND SIDEWALK.
- BEDDING CLASSIFICATION SHALL MEET OR EXCEED ASTM D2321 CLASS 1 BEDDING FOR FLEXIBLE PIPING, AND ASTM C12, CLASS 'B' BEDDING FOR RIGID PIPING.
- COMMON BACKFILL MATERIAL SHALL CONSIST OF EXCAVATED MATERIALS EXCEPT HIGHLY ORGANIC SILTS AND CLAYS. FILL SHALL BE DEPOSITED IN SUCCESSIVE, UNIFORM, APPROXIMATELY HORIZONTAL LAYERS NOT EXCEEDING EIGHT (8) INCHES IN DEPTH FOR THE FULL WIDTH. MATERIAL SHALL BE FREE OF ROOTS, STONES, AND DEBRIS AND CAPABLE OF BEING COMPACTED TO 95% STANDARD PROCTOR. COMMON BACKFILL SHALL NOT CONTAIN STONE BLOCKS, BROKEN CONCRETE, MASONRY RUBBLE, OR OTHER SIMILAR MATERIALS. IT SHALL HAVE PHYSICAL PROPERTIES SUCH THAT IT CAN BE READILY SPREAD AND COMPACTED DURING FILLING. SNOW, ICE, AND FROZEN SOIL WILL NOT BE PERMITTED.
- WHERE EXCAVATED MATERIAL AFTER REMOVAL OF ROCKS, STUMPS, PLANT MATERIAL, AND OTHER EXTRANEOUS MATERIAL AND PROPER Dewatering, Drying, Protection, and Storage of the Excavation by the Contractor, CANNOT BE PREPARED TO MEET THE REQUIREMENTS FOR COMMON BACKFILL, DUE TO THE NATURE OF THE MATERIAL (E.G., EXCESSIVE ROCK, MUCK, ORGANICS, CLAY, SILT, OR OTHER MATERIAL), AND AS DETERMINED BY THE ENGINEER, THE UNACCEPTABLE EXCAVATION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR AND REPLACED BY IMPORTED BACKFILL MEETING THE REQUIREMENTS OF STRUCTURAL BACKFILL. IMPORTED STRUCTURAL BACKFILL SHALL BE FREE OF ORGANICS, ROOTS OR OTHER DELETERIOUS MATERIALS AND SHALL NOT CONTAIN MORE THAN FIVE PERCENT (BY WEIGHT) ORGANIC MATERIAL, HAVE A PLASTICITY INDEX (PI) GREATER THAN 25, OR HAVE A MAXIMUM DRY DENSITY LESS THAN 90 POUNDS PER CUBIC FOOT. IMPORTED STRUCTURAL FILL SHOULD CONSIST OF MATERIAL CLASSIFIED AS ML, CL, SC, OR SM, OR BETTER PER ASTM D-2487 AND BE CAPABLE OF BEING COMPACTED TO 95% STANDARD PROCTOR.
- THE TOP 12 INCHES OF FINAL BACKFILL FOR ROAD OR STREET SUBGRADE SHALL BE COMPACTED TO 98% STANDARD PROCTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL COMPACTION REQUIREMENTS.

DATE: 10/19/2023 SS-D DWG. NO. 2

SCALE: NOT TO SCALE

City of Hendersonville Engineering Department
305 Williams Street
Hendersonville, NC 28792
(828) 697-3000 (office)
www.cityofhendersonville.org

GRAVITY SEWER
TRENCH CONSTRUCTION
UNDER PAVEMENT



2"-3" S9.5B OR S9.5C SURFACE COURSE

11" B25.0C BASE COURSE

EXISTING

1'-0" 2'-0" X 2'-0" 1'-0"

W

D

PAVEMENT REPAIRS ON ROADS TO BE RESURFACED
(PIPE IS PLACED UNDER EXISTING PAVEMENT)

2" S9.5B OR S9.5C SURFACE COURSE

11" B25.0C BASE COURSE

EXISTING

1'-0" 2'-0" X 2'-0" 1'-0"

W

D

PAVEMENT REPAIRS ON ROADS NOT TO BE RESURFACED
(PIPE IS TO BE PLACED UNDER EXISTING PAVEMENT)

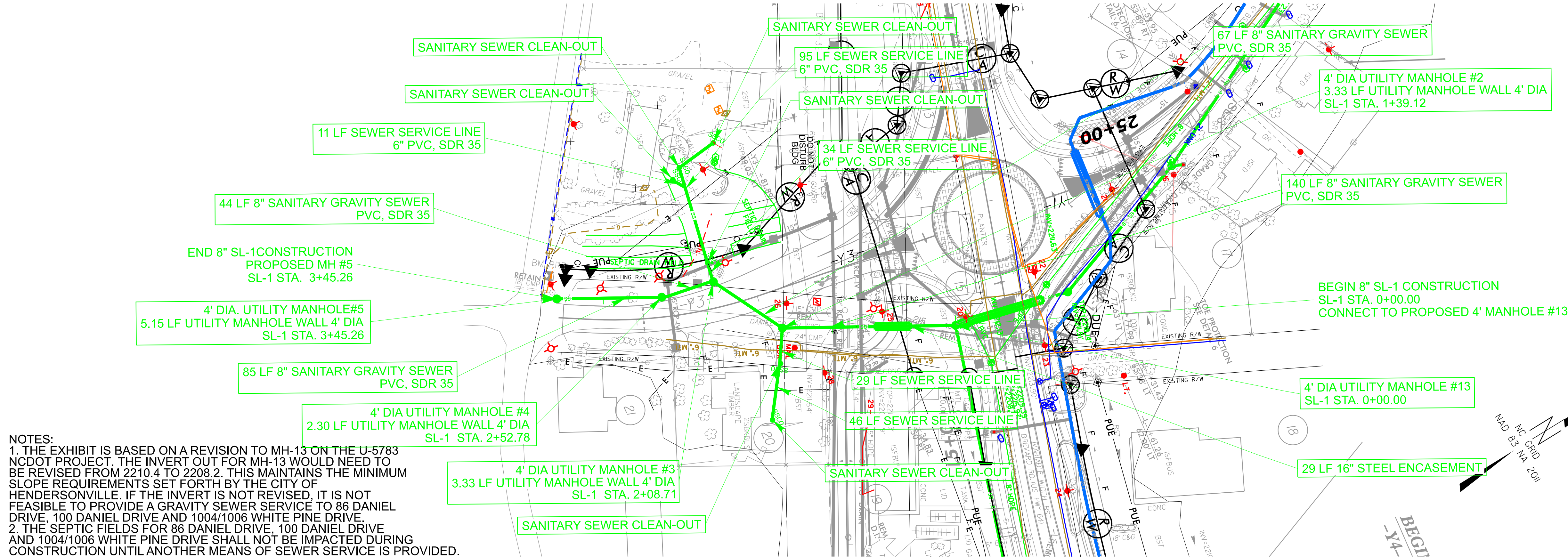
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15"	1'-7"	7'-7"
18"	1'-10"	7'-10"
24"	2'-6"	8'-6"
30"	3'-1"	9'-1"
36"	3'-8"	9'-8"
42"	4'-5"	10'-5"
48"	5'-0"	11'-0"

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

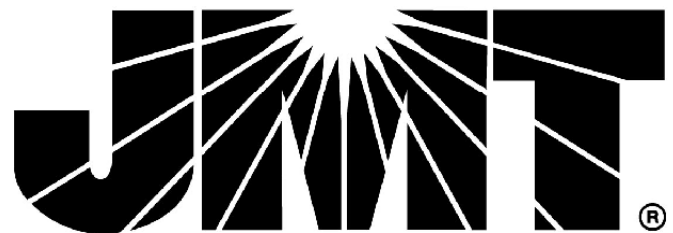
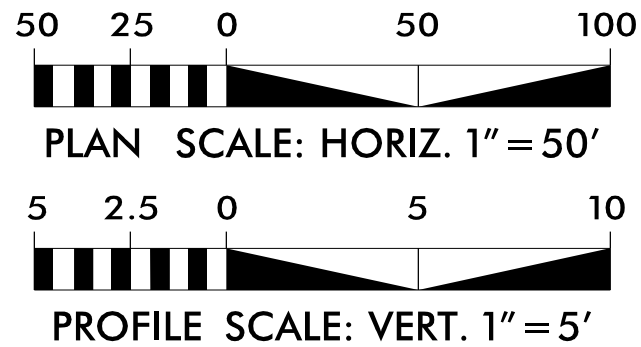
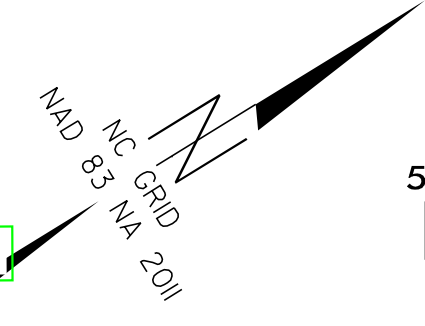
ROADWAY STANDARD DRAWING FOR
PAVEMENT REPAIRS
FOR SUPERPAVE MIX TYPES

SHEET 1 OF 1
654.01

PROJECT REFERENCE NO. 2401475		SHEET NO. UC-4	
DESIGNED BY: MRD		NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 047349 JANE DANIELLE JOE	
DRAWN BY: BDW			
CHECKED BY: JDN			
APPROVED BY: JDN			
REVISED:		NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151		UTILITY CONSTRUCTION PLANS ONLY	
DOCUMENT NOT CONSIDERED FINAL UNTIL ALL SIGNATURES ARE COMPLETED			
UTILITY CONSTRUCTION			



NOTES:
1. THE EXHIBIT IS BASED ON A REVISION TO MH-13 ON THE U-5783 NCDOT PROJECT. THE INVERT OUT FOR MH-13 WOULD NEED TO BE REVISED FROM 2210.4 TO 2208.2. THIS MAINTAINS THE MINIMUM SLOPE REQUIREMENTS SET FORTH BY THE CITY OF HENDERSONVILLE. IF THE INVERT IS NOT REVISED, IT IS NOT FEASIBLE TO PROVIDE A GRAVITY SEWER SERVICE TO 86 DANIEL DRIVE, 100 DANIEL DRIVE AND 1004/1006 WHITE PINE DRIVE.
2. THE SEPTIC FIELDS FOR 86 DANIEL DRIVE, 100 DANIEL DRIVE AND 1004/1006 WHITE PINE DRIVE SHALL NOT BE IMPACTED DURING CONSTRUCTION UNTIL ANOTHER MEANS OF SEWER SERVICE IS PROVIDED.
3. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE LIMITS OF ANY EXISTING SEPTIC FIELD AND AVOIDING IMPACT DURING CONSTRUCTION UNTIL ANOTHER MEANS OF SEWER SERVICE IS PROVIDED.
4. ALL OF THE INFRASTRUCTURE PAST THE RIGHT OF WAY IS THE RESPONSIBILITY OF THE LANDOWNER. THIS INCLUDES ANY CONSTRUCTION AND MAINTENANCE.



SEWER LINE SL-1 PROFILE

