

Quible

Quible & Associates, P.C.

ENGINEERING • ENVIRONMENTAL SCIENCES • PLANNING • SURVEYING
SINCE 1959

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June 28, 2021

Caitlin Spear
NCDOT
1929 North Road St.
Elizabeth City, NC 27909

Re: Right of Way Encroachment &
Driveway Access Agreement
1208 S Croatan Highway
Kill Devil Hills, Dare County, NC

Ms. Spear,

On behalf of MPF Investment Company, Quible & Associates, P.C. hereby submits for your review and approval a Right of Way Encroachment Agreement and Driveway Access Permit Application for a drive-through restaurant along Croatan Highway in Kill Devil Hills, Dare County.

The following is attached and shall be considered part of this package:

- One (1) digital copy of the executed Street and Driveway Access Permit Application;
- One (1) digital copy of the executed Right of Way Encroachment Agreement;
- One (1) digital copy of the COVID Workforce Safety form;
- One (1) digital copy of the Plan Set Sheets 1, 2, and 6.

At your earliest convenience, please review and do not hesitate to contact me by email at csaunders@quible.com or by phone at (252) 202-7112 should you have any questions or require any additional information.

Thank you for your time and attention to this project.

Sincerely,
Quible & Associates, P.C.



Cathleen M. Saunders, P.E.

Encl.: as stated
Cc: Jeff Fabrikant, MPF Investment Company, LLC
File

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
Driveway Permit No.	Date of Application	
County:		
Development Name: Drive-Thru Restaurant		

LOCATION OF PROPERTY:

Route/Road: 1208 S. Croatan Highway (US 158)

Exact Distance 4,015 Miles N S E W
 Feet

From the Intersection of Route No. US 158 and Route No. SR 1217 (Colington) Toward Nags Head

Property Will Be Used For: Residential /Subdivision Commercial Educational Facilities TND Emergency Services Other
Property: is is not within Commercial City Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a \$50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during and following construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "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 District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- I agree that the entire cost of constructing and maintaining an approved private street or driveway access connection and conditions of this permit will be borne by the property owner, the applicant, and their grantees, successors, and assignees.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

ROUTE US 158 (S. Croatan Hwy) PROJECT Drive-Thru Restaurant COUNTY OF STATE OF NORTH CAROLINA Dare

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
PRIMARY AND SECONDARY HIGHWAYS

-AND-

MPF Investment Company

THIS AGREEMENT, made and entered into this June day of 21 2021 by and between the Department of Transportation, party of the first part; and MPF Investment Company party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) US 158 (Croatan Highway), located At 1208 South Croatan Highway

with the construction and/or erection of: 24 lf of 4' Sidewalk, 1740 sf Driveway Entrance, and water connection installation, and roadway entrance.

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the

grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and 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.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

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

DEPARTMENT OF TRANSPORTATION

BY: _____
DIVISION ENGINEER

ATTEST OR WITNESS:

MPF Investment Company

Second Party

INSTRUCTIONS

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

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

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

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

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the Head of Structure Design in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.

WORKFORCE SAFETY PLAN

FOR ENCROACHMENT ACTIVITIES: COVID-19

EFFORTS THE N.C. TRANSPORTATION INDUSTRY IS TAKING TO STOP THE SPREAD OF COVID-19

The North Carolina Department of Transportation (NCDOT) and their partners expect all parties involved in the delivery of transportation projects to abide by the guidelines issued from the Centers for Disease Control and Prevention (CDC) and the North Carolina Department of Health and Human Services (NCDHHS).

Response to COVID-19 is rapidly evolving; new information and guidelines may be issued from the CDC, NCDHHS, or other state or federal agencies. NCDOT and their partners should review the current CDC and NCDHHS guidance, including the resources listed at the end of this document, for up-to-date information on how to respond to COVID-19. Additional guidelines may be issued by state or federal agencies that should be followed in addition to the guidance included in this document.

Though certain Americans with Disabilities Act (ADA) requirements have been relaxed in response to the pandemic, employers must still maintain all information about employee illness as a confidential medical record in compliance with the ADA. If an employee is suspected of having or tests positive for COVID-19, it is essential that management keep the identity of the employee and details related to the employee's health confidential.

Below are precautions required by NCDOT and from encroaching parties and their contractors performing construction within NCDOT Rights of Way. The term employee refers to any person on a job site within NCDOT right of way for the purpose of constructing or inspecting the work related to construction of a facility under an approved encroachment agreement and where that employee may or may not be under employment by or under contract to NCDOT.

EMPLOYEE WELLNESS

- If an employee has not yet reported to work and develops any COVID-19 symptoms (i.e. fever, coughing, or shortness of breath) — STAY HOME and immediately:
 - Call a health care provider
 - Self-Isolate
 - Communicate with your supervisor
 - Remain calm and follow all instructions from your health care provider
- Employees who appear to have acute respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work, or become sick during the day, should be separated from others and sent home immediately. The potentially affected employees should immediately follow the steps outlined above, which includes immediately contacting a health care provider.
- Should an employee show symptoms of acute respiratory illness or be diagnosed with COVID-19, all other employees who have worked in close proximity to the affected employee during the last 14

days and all encroachment points of contact indicated at the end of this plan should be notified of potential exposure to the disease without identifying the affected employee.

- Consideration should be given to employees at “High Risk” of severe illness from COVID-19, who, per NCDHHS, include employees:
 - Over 65 years of age, **OR**
 - With underlying health conditions including heart disease, lung disease, or diabetes, **OR**
 - With weakened immune system
- “High Risk” Employees should be given the opportunity to discuss alternate work arrangements/duties with their employer or take leave according to their company policies.
- For guidance on confirmed positive tests for COVID-19, refer to the most recent version of the “COVID-19 Guidance for Employees on Encroachment Job Sites within NCDOT Right of Way” located on last page of this plan.

PERSONAL HYGIENE

- Clean hands often by washing with soap and water for 20 seconds. If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains 60%-95% alcohol may be used.
- Avoid touching your eyes, nose, mouth, or other parts of your face.
- Do not breathe, cough, or sneeze on another person or into the open air. Employees should cover their noses and mouth with a tissue when coughing or sneezing (or an elbow or shoulder if no tissue is available).
- A facemask for covering nose and mouth is encouraged on the job site.
- Appropriate gloves are encouraged while performing functions of the job.

CLEANING/DISINFECTING

- Wash stations and/or hand sanitizer are encouraged on each project site.
- Appropriate cleaning staff should clean frequently touched surfaces and objects with disinfectants at a minimum of once per day.
 - Office/buildings: door knobs, light switches, phones, computers/keyboards, copy machines, elevator buttons, toilets, faucets, sinks, countertops, paper towel dispensers, desktops, handrails, folders, vending machines, counters, tables, cabinets/knobs, etc.
 - Shop Yard/Jobsite: vehicle/equipment door handles, keys, gear shifts, steering wheel/operator controls and levers, fuel pump dispensers, touch points on machinery, etc.
 - Electronic equipment: cell phones, computers, keyboards, etc.
- Appropriate cleaning staff should sanitize/disinfect facilities and work areas after persons suspected/confirmed to have COVID-19 have been in the facility or work area.

- It is recommended to close off access to areas used by the ill persons and wait as long as practical, 24 hours if possible, before beginning cleaning and disinfection to minimize potential for exposure to respiratory droplets. Open outside doors and windows to increase air circulation in the area if possible.
- Appropriate cleaning staff should clean and disinfect all areas used by the ill persons, focusing especially on frequently touched surfaces.

GENERAL

- Increase communication measures between all parties regarding schedule, daily activities, etc. to reduce/minimize worker exposure in accordance with but not limited to the requirements below.
- Minimize on-site personnel such as subcontractors, work crews, QC personnel, and inspection staff to those required for that day's activities. If work is postponed or cancelled, immediately notify appropriate parties.
- Practice "Social Distancing" whenever feasible. Social Distancing is designed to limit the spread of a disease by reducing the opportunities for close contact between people. All personnel have the responsibility to remind each other to stay 6 feet or more apart. Examples of Social Distancing include:
 - Reducing face-to-face exposure by using conference calls and video conferencing
 - If an in-person meeting is absolutely required and cannot be rescheduled or attended remotely, the meeting is limited to a maximum of 10 people while maintaining Social Distancing of 6 feet or more.
 - Avoiding unnecessary travel
- Do not congregate at lunch or breaks. Bringing your lunch is encouraged.
- No communal coolers or drink stations are allowed. Supervisors should confirm with employees prior to beginning work for appropriate hydration and nutrition availability to employees for the duration of the employee's shift and without direct contact with others on the job site.
- First line of communication should be by phone, rather than in-person.
- Do not shake hands.
- Do not share iPads, tablets, pens, or clipboards for signing or any other purpose. Take pictures as proof of attendance at meetings.
- Sharing of Personal Protective Equipment (PPE) is strictly prohibited.
- Vehicles, equipment, and tools
 - Limit the number of people riding in a vehicle together.
 - Wipe down and disinfect vehicles after each trip.
 - As much as possible, do not share tools or equipment. If a tool or piece of equipment must be shared, the parts of it that are touched should be sanitized between uses.

RETURN TO WORK

- The following criteria must be followed for an employee who is tested for Covid-19, or asked to self-quarantine by health officials, or has contact with another employee with a positive test result to return to work:
 - at least a 14-day quarantine; **OR**
 - release by a health care provider.
- In accordance with CDC guidance, the following criteria must be followed for an employee with a positive test result to return to work:
 - at least 14 days from positive test notification; **AND**
 - at least 3 days (72 hours) have passed since recovery defined as resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); **AND**
 - at least 7 days have passed since symptoms first appeared.

NCDOT may require certification of fitness to work from a health care provider.

ADDITIONAL RESOURCES

NCDOT and their partners should review the CDC and NCDHHS resources listed below for up-to-date information on how to respond to COVID-19. Additional guidelines may be issued by state or federal agencies that should be followed in addition to the guidelines included in this document.

- NCDHHS COVID-19 Resources:
 - <https://www.ncdhhs.gov/divisions/public-health/coronavirus-disease-2019-covid-19-response-north-carolina>
- NIOSH Communicable Disease Emergency Policy
 - <https://oshr.nc.gov/policies-forms/workplace-wellness/communicable-disease-emergency>
- OSHA Guidance on Preparing Workplaces for COVID-19
 - <https://www.osha.gov/Publications/OSHA3990.pdf>
- CDC COVID-19 Resources:
 - <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

AGREEMENT

The encroaching party shall adhere to the requirements of this plan in order to continue work under their approved encroachment agreement. Violations to this plan could result in the violating entity not being allowed to continue work or all work ceasing as determined by the NCDOT District Engineer or Resident Engineer.

PROJECT POINTS OF CONTACT

NCDOT

Name: _____

Phone #: _____

Encroaching Party (Primary Contact)

Name: Brad Capps - Titan Construction, Inc

Phone #: (804) 931-1726

**Primary Contractor to Encroaching Party
(Point of Contact)**

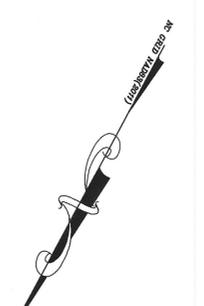
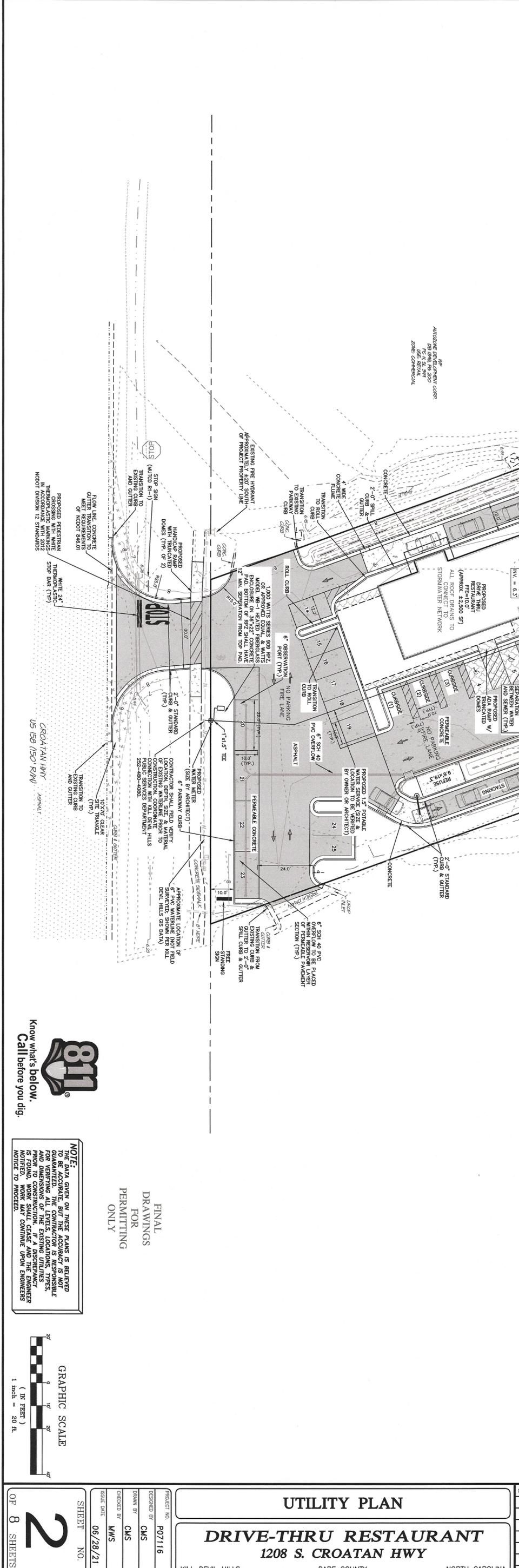
Name: Brad Capps - Titan Construction, Inc

Phone #: (804) 931-1726

COVID-19 Guidance for Employees on Encroachment Job sites within NCDOT Right of Way				
Relationship to Confirmed POSITIVE Test		CONTACT GROUP		
		What YOU Should Do	What your CREW Should Do <i>Exposure within 6' and longer than 10 minutes</i>	What PROJECT SITE Personnel Should Do <i>No exposure within 6' and longer than 10 minutes</i>
Employee		Notify your supervisor Self-quarantine for 14 days	Advise of POSITIVE test without identifying the affected employee* Directly exposed crew self-quarantine for 14 days Continue hygiene & disinfecting measures	Advise of POSITIVE test without identifying the affected employee* Site personnel without direct contact may continue onsite work or follow their company policy Continue hygiene & disinfecting measures
Direct Contact <i>Interaction with an infected person within 6' and longer than 10 minutes</i>		Self-quarantine for 14 days	Advise of POSITIVE test without identifying the affected employee* Crew may continue onsite work or follow their company policy Continue hygiene & disinfecting measures	Advise of POSITIVE test * Continue hygiene & disinfecting measures
Secondary Contact		You may continue onsite work or follow your company policy Continue hygiene & disinfecting measures	Continue hygiene & disinfecting measures	Continue hygiene & disinfecting measures
Two or more Persons Removed from Contact		Continue hygiene & disinfecting measures	Continue hygiene & disinfecting measures	Continue hygiene & disinfecting measures
*Notification Protocol <i>(Comply with HIPAA & ADA confidentiality requirements)</i>	NCDOT employee / agent tests POSITIVE	NCDOT District Engineer/Resident Engineer notifies Encroaching Party's primary point of contact and Contractor Point of Contact, CDC and, if Resident Engineer has oversight for the job site, FHWA any Consultant Firms working for NCDOT Encroaching party representative notifies other Contractors, Sub-Contractors and Suppliers with exposed Employees		
	Encroaching Party or Contract crew member on job site tests POSITIVE	Encroaching party representative or Contractor point of contact notifies appropriate NCDOT District Engineer or Resident Engineer and all other Contractors, Sub-Contractors and Suppliers with exposed Employees NCDOT notifies CDC, and as appropriate, FHWA and any Consultant Firms working for NCDOT		

NOTES

1. CURRENT OWNER: ROY E. PARKER & ASSOCIATES, INC. PO BOX 49 HILLS HILLS 27844
2. APPLICANT: MFC INVESTMENT COMPANY 102 W. ANNE STREET NORTH HAVEN, NC 27848
3. ENGINEER: P.O. BOX 6070 CARRINGTON, NC 27814
PROJECT: 02201-001-017
PHONE: (252) 491-8147
WWW: www.quible.com
4. PLOT: 02201-001-017 / 0.0431 AC
5. PROPERTY ADDRESS: 1208 S. CROATAN HWY
6. PROPERTY ZONE: COMMERCIAL
7. MAXIMUM ALLOWABLE LOT COVERAGE: 65%
8. LOT AREA: 34,021 SF / 0.79 ACRES (CHECKS BY COORDINATE METHOD)
9. SUBJECT REFERENCES: 08 401, PD 13.
10. ADDITIONAL REFERENCES: NC 2, SL 18.
11. HORIZONTAL DATUM IS NAD83(2011). VERTICAL DATUM IS NAVD 83.
12. PROPERTY IS LOCATED IN MAP FLOOD ZONE "X" AND SUBJECT TO CHANGES BASED ON COMMUNITY C&M NO. 207246. PANEL SHEET SAFETY K (MAP NUMBER 272088000)
13. EXISTING UTILITIES INCLUDING SANITARY SEWER, WATER, GAS, AND FIBER OPTIC CABLES SHALL BE REVEALED BY A FULL AND ACCURATE TITLE SURVEY.
14. PROJECT SCOPE: PERMITTING AND CONSTRUCTION OF 1,500 SQ FT DRIVE-THRU RESTAURANT WITH 100 CAR PARKING AND 1000 WATS. PERMITS FOR CONSTRUCTION OF THIS PROJECT ARE SUBJECT TO THE RELEVANT COUNTY ZONING ORDINANCES AND STANDARDS SPECIFICATIONS WHERE NEW PAVEMENT JOINTS EXISTING PAVEMENT.
15. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
16. BUILDING CONSTRUCTION SHALL COMPLY WITH ALL ASPECTS OF THE NORTH CAROLINA BUILDING AND FIRE CODE.
17. EXISTING VEGETATION TO BE PRESERVED WHERE POSSIBLE.
18. THE LOCATION, DIMENSION AND DEPTH OF EXISTING UTILITIES SHALL BE BASED ON DATA IN THE FIELD PRIOR TO CONSTRUCTION TO BE/PER OWNERS RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES WITH EXISTING UTILITIES CONTRACTORS. ANY DISCREPANCY TO HAVE UTILITIES MARKED.
19. THE CONTRACTOR SHALL PROVIDE SMOOTH TRANSITIONS FROM PROPOSED FEATURES TO EXISTING FEATURES AS NECESSARY.
20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE RELEVANT COUNTY ZONING ORDINANCES AND STANDARDS SPECIFICATIONS WHERE NEW PAVEMENT JOINTS EXISTING PAVEMENT.
21. PROPOSED PAVEMENT JOINTS SHALL BE SAW-CUT PRIOR TO FINISH TO PROVIDE A DURABLE UNIMPAIRED SURFACE.
22. THIS PLAN SET IS TO BE UTILIZED FOR THE REGULATION OF SITE LAYOUT, IMPROVEMENTS, CONSTRUCTION, MAINTENANCE, AND WATER SYSTEMS FOR BUILDING DESIGN AND ASSOCIATED PAVEMENT. SEE APPROPRIATE SPECIALTIES PLANS.
23. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. OTHERWISE NOTED.
24. STORMWATER MANAGEMENT: THIS SITE IS SUBJECT TO STATE STORMWATER REGULATION. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL PROPERTY AND ADJACENT AREAS FROM STORMWATER DAMAGE. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN BY A NORTH CAROLINA LICENSED PROFESSIONAL LAND SURVEYOR.
25. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS, APPROPRIATE COUNTY ORDINANCES, AND ALL APPLICABLE REGULATIONS AND STANDARDS SPECIFICATIONS.
26. ALL PAVEMENT MARKINGS, TEXT, AND DIRECTIONAL ARROWS SHALL BE PAINTED WHITE.
27. ALL LETTERING SHALL BE 1/2" HIGH. ALL SIGNAGE SHALL BE 4" HIGH. CROSSWALK MARKINGS SHALL BE IN ACCORDANCE WITH ALL DEPARTMENT OF TRANSPORTATION STANDARDS.
28. WATER IS PROVIDED VIA HILL DEVEL HILLS WATER SYSTEM. ALL WATER IMPROVEMENTS SHALL BE IN ACCORDANCE WITH HILL DEVEL HILLS STANDARD WATER SPECIFICATIONS AND ALL APPLICABLE REGULATIONS.
29. CENTRAL SEWER INFRASTRUCTURE.
30. PROPOSED WATERMAIN FLOW: 20 GPD/SUPPLY @ 80 PSI/2000' & 20 GPD/200' @ 80 PSI
31. 20 GPD/SUPPLY @ 80 PSI/2000' & 20 GPD/200' @ 80 PSI



LEGEND

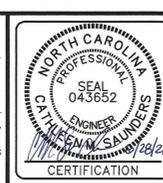
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- EXISTING UTILITY POLE
- EXISTING BRANCHED PIPE
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED CONCRETE PAVEMENT
- PROPOSED PERMEABLE PAVEMENT
- PROPOSED STORM MILET
- PROPOSED STORM PIPE
- PROPOSED FIRE HYDRANT
- PROPOSED BRNS & TEES
- PROPOSED GATE VALVE
- PROPOSED WATERLINE
- PROPOSED SANITARY SEWER
- PROPOSED CLEAN OUT
- PROPOSED SEWER MANHOLE

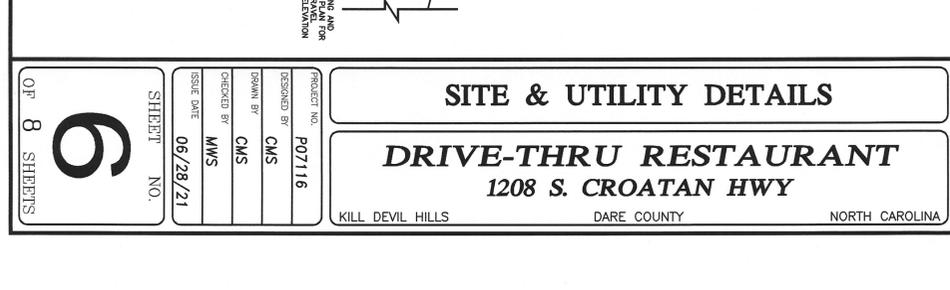
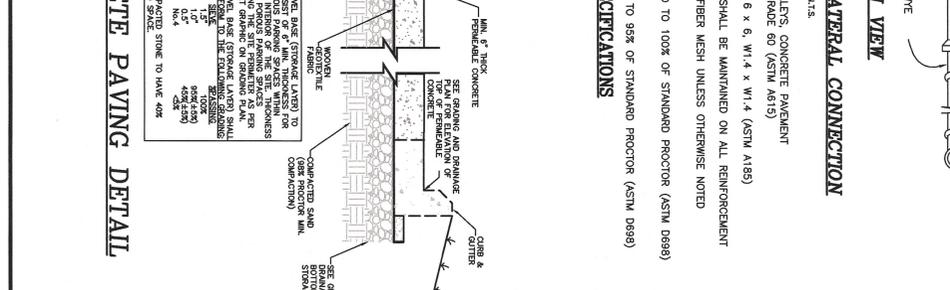
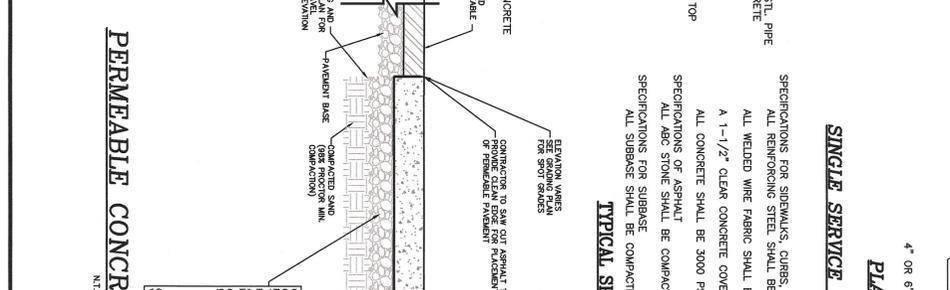
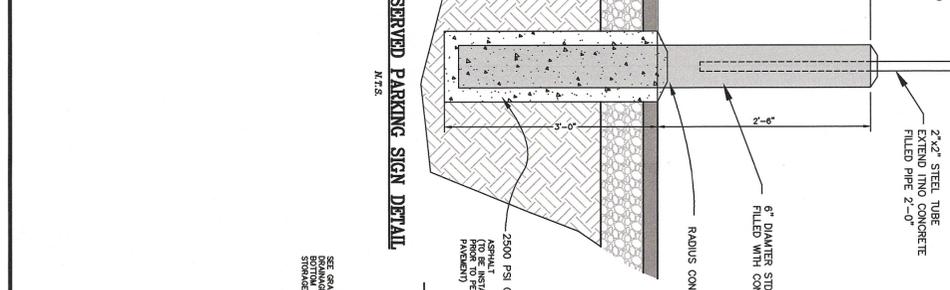
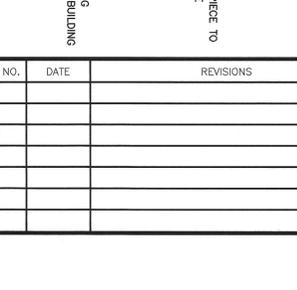
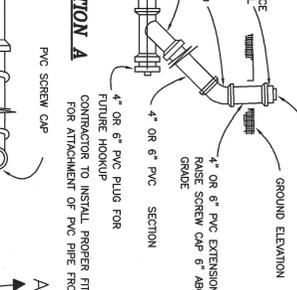
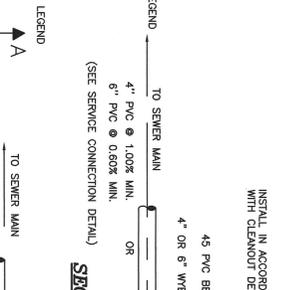
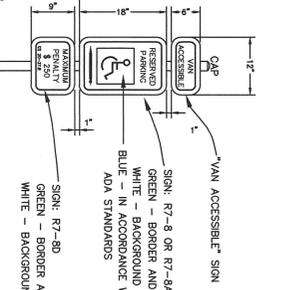
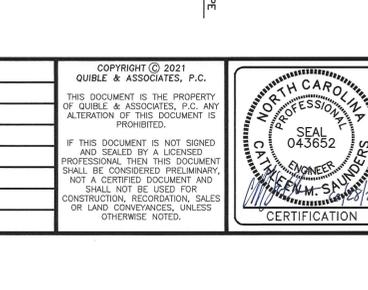
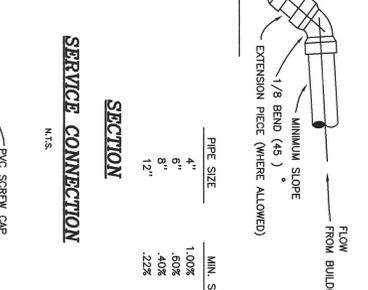
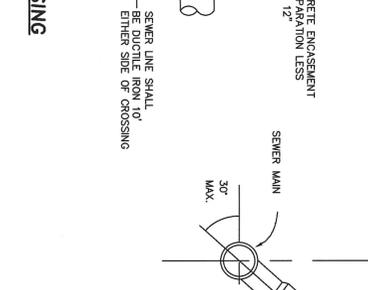
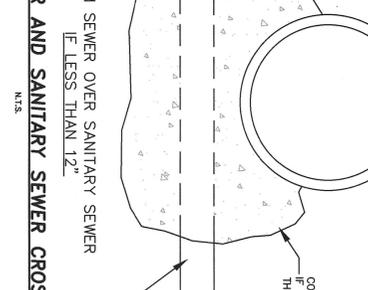
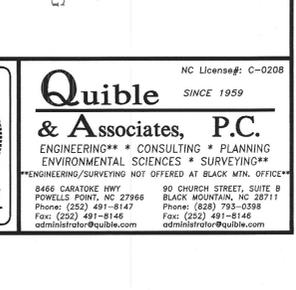
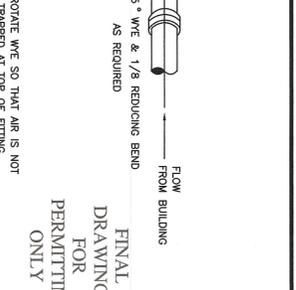
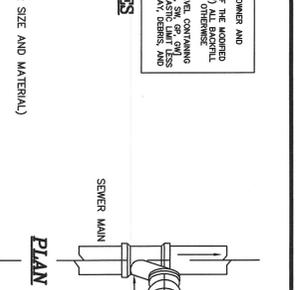
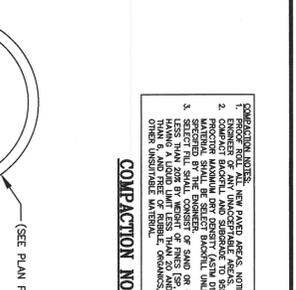
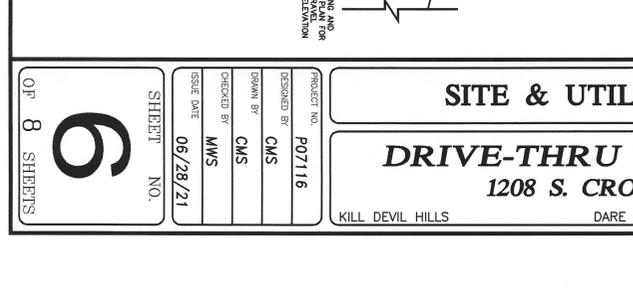
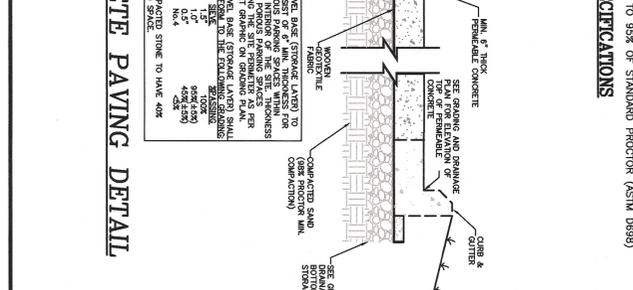
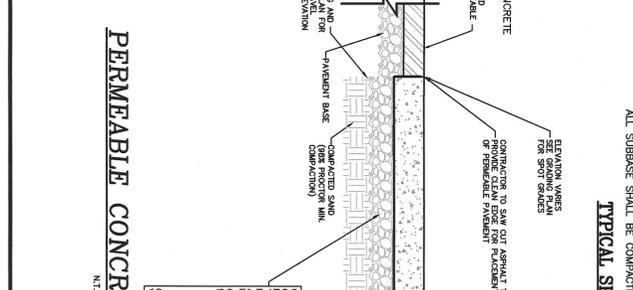
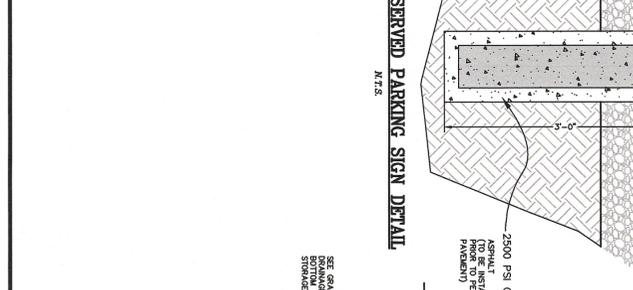
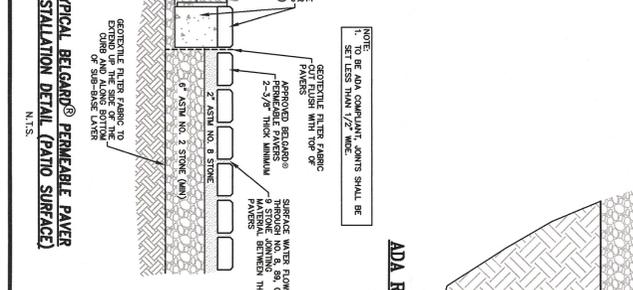
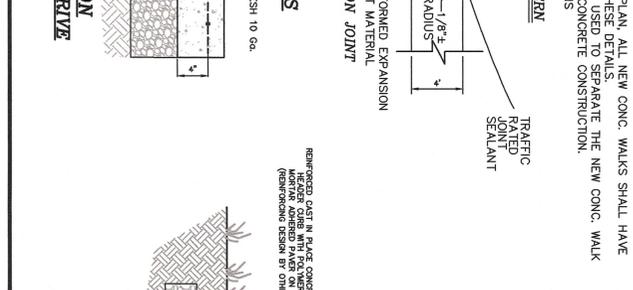
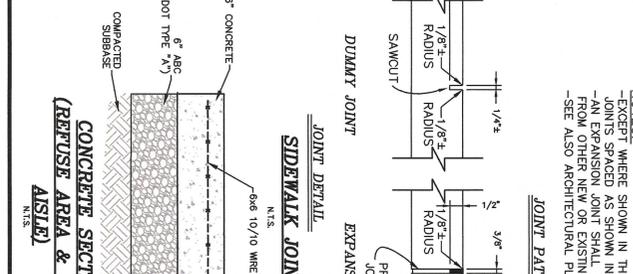
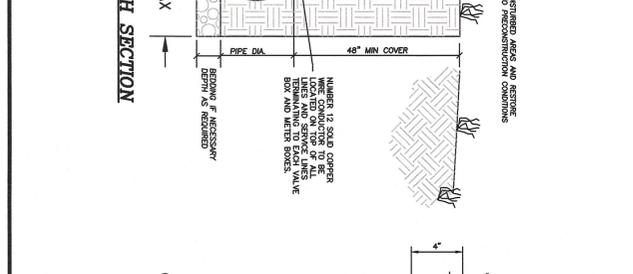
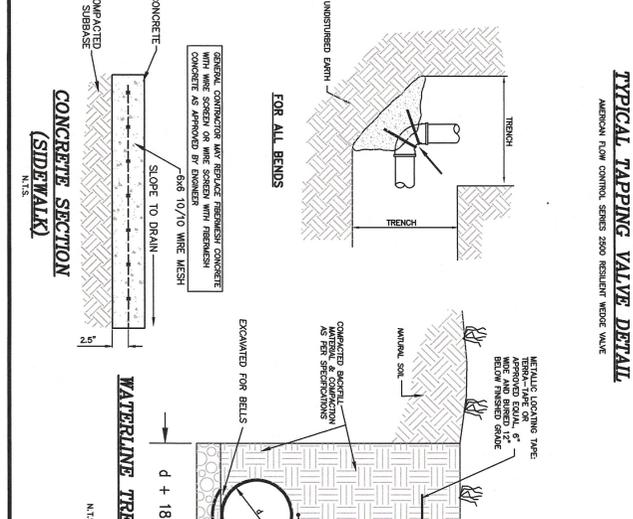
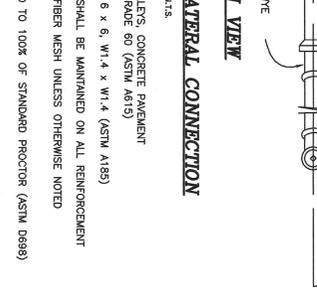
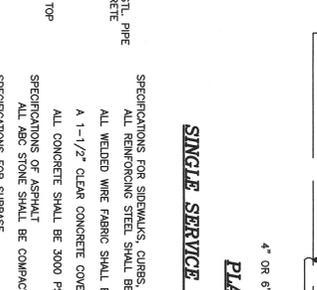
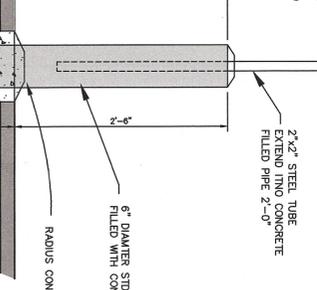
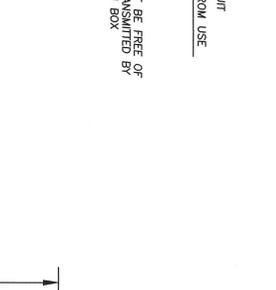
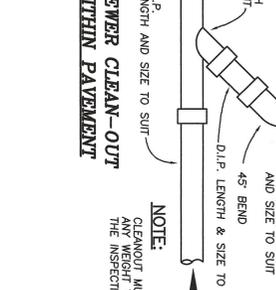
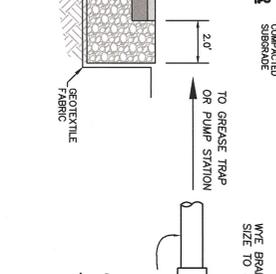
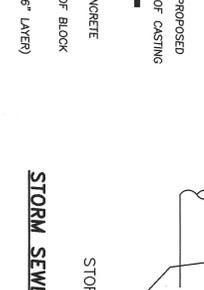
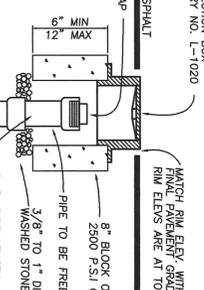
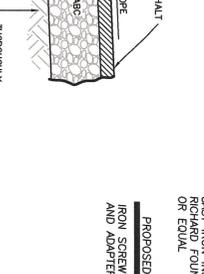
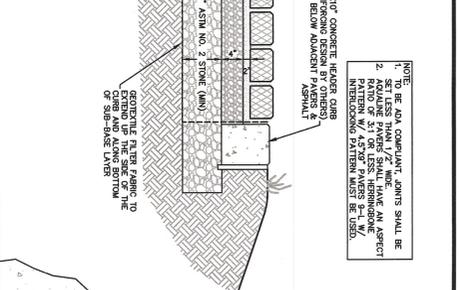
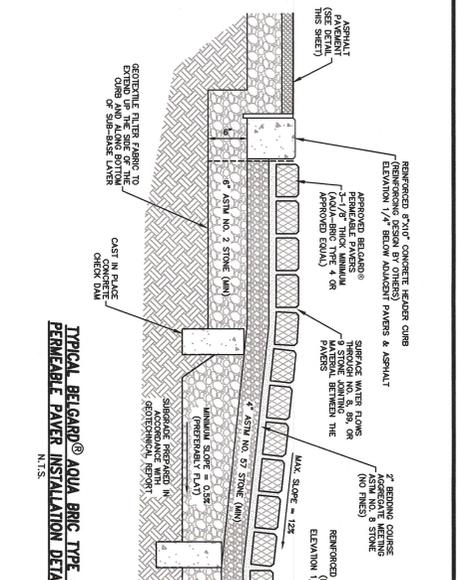
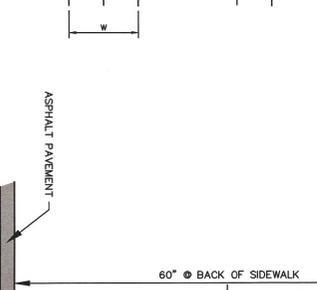
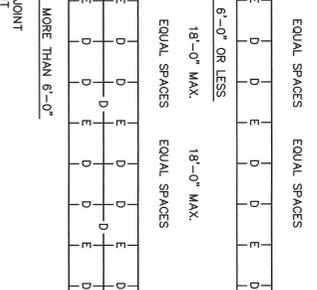
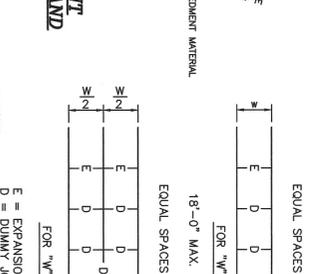
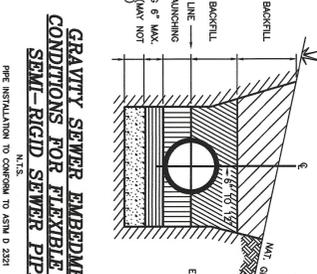
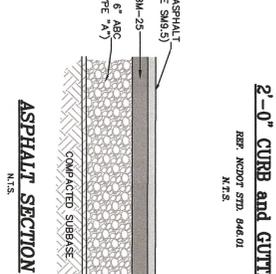
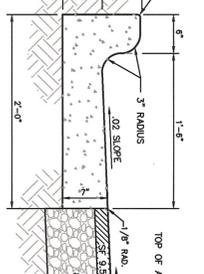
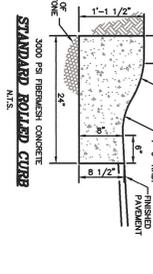
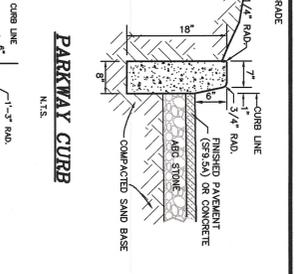
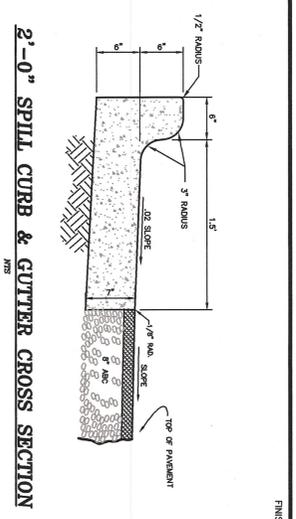
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<p>NO. DATE REVISIONS</p>	<p>PROJECT NO. P07116 DESIGNED BY: CMS DRAWN BY: CMS CHECKED BY: MWS ISSUE DATE: 06/28/21</p>	<p>UTILITY PLAN DRIVE-THRU RESTAURANT 1208 S. CROATAN HWY KILL DEVIL HILLS DARE COUNTY NORTH CAROLINA</p>	<p>COPYRIGHT © 2021 QUIBLE & ASSOCIATES, P.C. THIS DOCUMENT IS THE PROPERTY OF QUIBLE & ASSOCIATES, P.C. ANY ALTERATION OF THIS DOCUMENT IS PROHIBITED. IF THIS DOCUMENT IS NOT SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER, IT SHALL BE CONSIDERED PRELIMINARY, NOT A CERTIFIED DOCUMENT AND SHALL NOT BE USED FOR CONSTRUCTION, RECORDATION, SUES OR LANS CONVEYANCES, UNLESS OTHERWISE NOTED.</p>	<p>NC License#: C-0208 Quible & Associates, P.C. SINCE 1959 ENGINEERING • PLANNING ENVIRONMENTAL SCIENCES • SURVEYING *ENGINEERING/SURVEYING NOT OFFERED AT BLACK MIN. OFFICE* 8466 CARATOKE HWY POWELL'S POINT, NC 27986 Phone: (252) 491-8147 Fax: (252) 491-8146 email: info@quible.com</p>



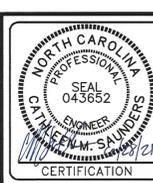


PROJECT NO. P07116
 DESIGNED BY CMS
 DRAWN BY CMS
 CHECKED BY MWS
 ISSUE DATE 06/28/21

SITE & UTILITY DETAILS
DRIVE-THRU RESTAURANT
 1208 S. CROATAN HWY
 KILL DEVIL HILLS DARE COUNTY NORTH CAROLINA

NO.	DATE	REVISIONS

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