THIS AGREEMENT, dated as of the ____ day of _____, 201_ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "RAILWAY"); and

TOWN OF HUNTERSVILLE, a North Carolina municipality, whose mailing address is _____ (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to install, by jack and bore, a new storm drainage pipe for the Veterans Park Improvements and improvements to the existing Main Street (the "Facilities"), in the vicinity of RAILWAY Milepost O-15.14, at or near Huntersville, Mecklenburg County, North Carolina (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and

(b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than $2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a combined single limit of not less than $2,000,000 each occurrence and $6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of $5,000,000 each occurrence and $10,000,000 in the aggregate applying separately to each annual period.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit C. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the 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 RAILWAY, 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 RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, 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 termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to,

inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **Thirty-Seven Thousand, Two Hundred Fifty-Four Dollars and Zero Cents ($37,254.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:

_____
_____
_____
_____

As to RAILWAY:
c/o Norfolk Southern Corporation
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309-3504
Attention: Public Projects Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

TOWN OF HUNTERSVILLE, a North Carolina municipality

By: _____

Name: _____

Title: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation

By: _____

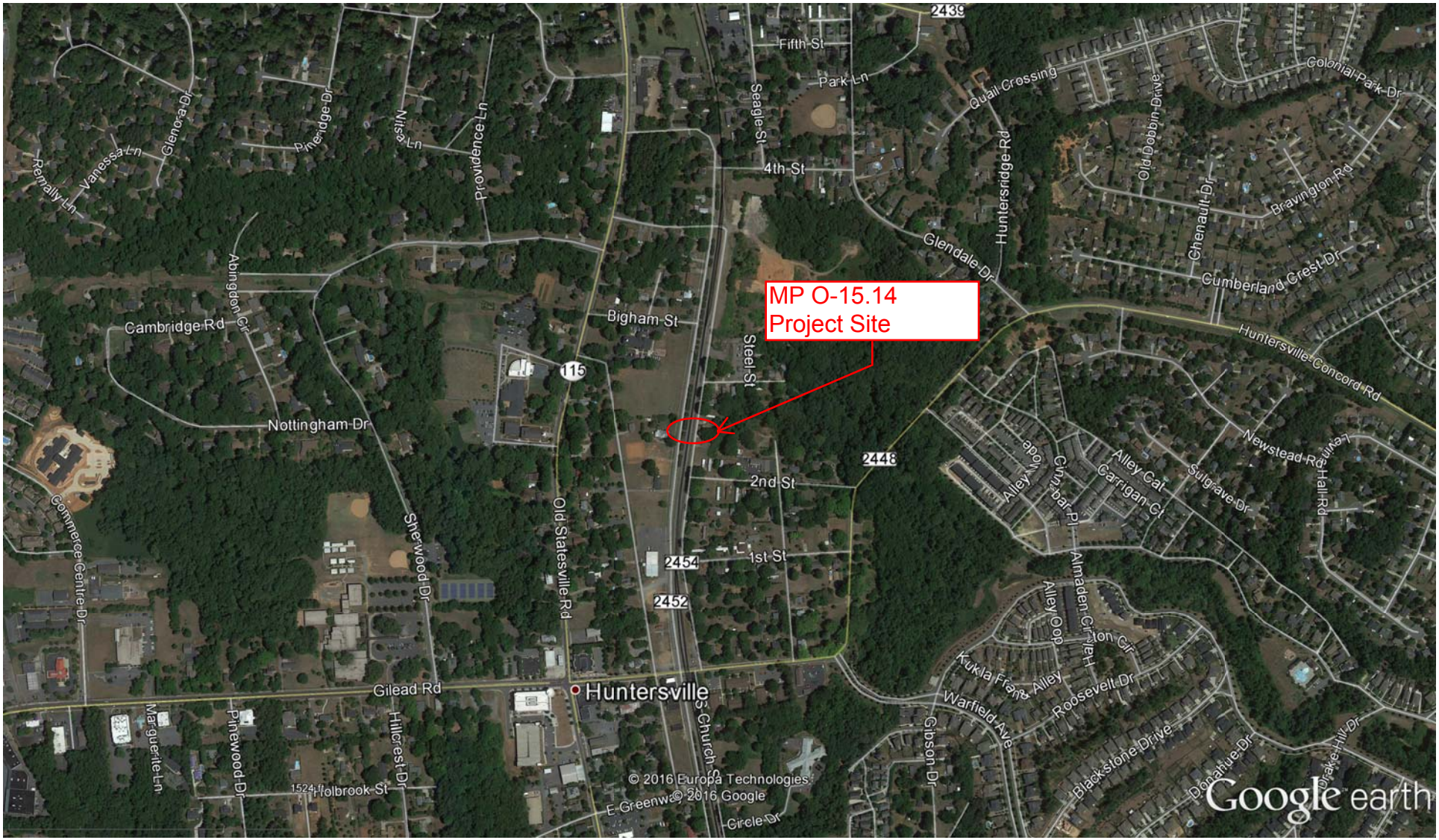
Name: _____

Title: _____

Date: _____

NS File: BR1112186

EXHIBIT A



Google Earth Pro

feet 4000

km 1

EXHIBIT A

VETERANS PARK AT MAIN AND MAXWELL

HUNTERSVILLE, NORTH CAROLINA

Zoning Approval Conditions:

1. Photometric Plan Required showing lighting output of all on site lighting fixtures

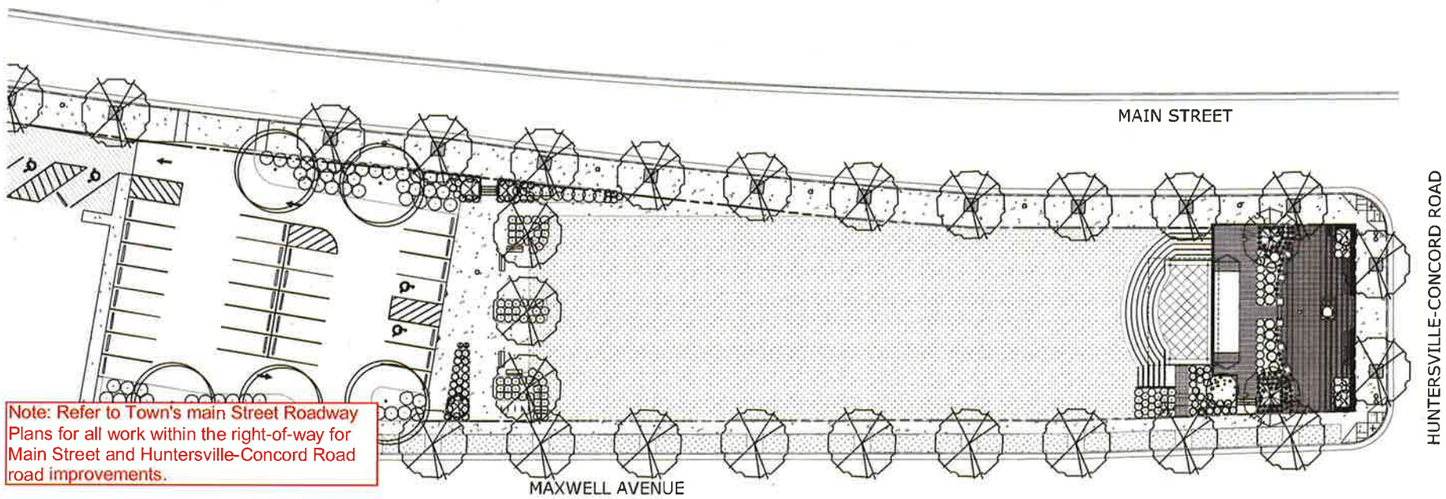
2. 66" Oak Tree Off site required to remain for tree save conformance.

3. Final Plat required prior to final inspections.

EPM # 367848

100% CONSTRUCTION DOCUMENTS
SEPTEMBER 21, 2016

REVISED: DECEMBER 20, 2016 LUESA COMMENTS
REVISED: FEBRUARY 03, 2017 LUESA COMMENTS



Note: Refer to Town's main Street Roadway Plans for all work within the right-of-way for Main Street and Huntersville-Concord Road road improvements.

CLIENT:
TOWN OF HUNTERSVILLE
CONTACT: MICHAEL JAYCOCKS,
PARKS & RECREATION DIRECTOR
105 GILEAD ROAD
HUNTERSVILLE, NC 28078

LANDSCAPE ARCHITECTURE:
PROJECT MANAGER/ LANDSCAPE ARCHITECT:
DAN BLACKMAN

CIVIL ENGINEERING:
CIVIL ENGINEER: JAMES BAYSINGER

STRUCTURAL ENGINEERING:
STRUCTURAL ENGINEER: LANCE WILLIAMS

SURVEYING & GEOTECHNICAL:
SURVEYOR: SCOTT TIERNEY

ARCHITECTURE:
ARCHITECT: KRISTINA HELD

ELECTRICAL ENGINEERING:
ELECTRICAL ENGINEER: BRIAN THOMPSON

STEWART
101 NORTH TRYON ST, STE 1400
CHARLOTTE, NC 28202
T 704.334.7925
FIRM LICENSE: C-1051

insight ARCHITECTS
1307 W. MOREHEAD ST, STE 138
CHARLOTTE, NC 28208
T 704.344.0445

optima engineering
1927 SOUTH TRYON ST, STE 300
CHARLOTTE, NC 28203
T 704.335.1292

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A301 ICEHOUSE STAGE SECTION & DETAIL

ELECTRICAL
E001 ELECTRICAL LEGEND, NOTES, & DETAILS
E002 ELECTRICAL SPECIFICATIONS
E003 POWER RISER DIAGRAM & PANEL SCHEDULE
E101 SITE PLAN - ELECTRICAL

STRUCTURAL ENGINEERING
S0.01 GENERAL NOTES
S2.0 FOUNDATION,ROOF FRAMING PLANS & ELEVATIONS
S3.0 TYPICAL FOUNDATION DETAILS
S4.0 ICEHOUSE STRUCTURE DETAILS

VICINITY MAP

IMPERVIOUS AREA DATA

VETERANS PARK PROPERTY:
EXISTING IMPERVIOUS: 0.16 AC
PROPOSED IMPERVIOUS: 0.17 AC

AMERICAN LEGION PROPERTY:
EXISTING IMPERVIOUS: 0.36 AC
PROPOSED IMPERVIOUS: 0.48 AC

SITE DATA

SITE ADDRESS: 201 HUNTERSVILLE-CONCORD RD
HUNTERSVILLE, NC 28078

PARCEL IDs:

VETERANS PARK PARCELS:	AMERICAN LEGION PARCELS:
01903215 - 0.252 AC	01903210 - 0.792 AC
01903213 - 0.560 AC	01903209 - 0.789 AC
01903212 - 0.284 AC	

PARCELS AFFECTED BY STORMWATER:

01902116 - 0.274 AC	01902117 - 0.310 AC
01902118 - 0.310 AC	01902119 - 0.290 AC
01902120 - 0.218 AC	01902125 - 0.579 AC
01902126 - 0.264 AC	01902130 - 1.000 AC
01902134 - 0.157 AC	01903210 - 0.792 AC

OWNER: TOWN OF HUNTERSVILLE & AMERICAN LEGION

CURRENT ZONING: TOWN CENTER DISTRICT (TC), NR

FIRM MAP#: 3710465001 - 03.02.09

PROPERTY TYPE: CIVIC

PARKING: NO PARKING REQUIRED
24 STANDARD SPACES PROVIDED
2 ACCESSIBLE SPACES PROVIDED

EXHIBIT B

CONSTRUCTION SEQUENCE

1. Obtain grading/erosion control plan approval.
2. Determine and mark limits of disturbance.
3. Set up an on-site pre-construction conference with erosion control Inspector to discuss erosion control measures, architect, engineer, and contractor shall be present to satisfy requirements.
4. Install construction entrance, silt fence, inlet protection, and other measures as shown on plans, disturbing only as necessary to install these devices.
5. Call for on-site inspection by inspector. When approved, Inspector issues the grading permit.
6. The contractor shall diligently and continuously maintain all erosion control devices and structures.
7. For phased erosion control plans, contractor shall meet with erosion control inspector prior to commencing with each phase of erosion control measures.
8. Stabilize site as areas are brought to finished grade.
9. Coordinate with erosion control Inspector prior to removal of erosion control measure.
10. All erosion control measures shall be constructed in accordance with the NC Erosion and Sediment Control Planning and Design Manual, U. S. Dept. of Agriculture, City of Charlotte erosion control ordinance, and the Charlotte Land Development Standards Manual.
11. All streets surrounding the project shall be kept clean at all times.
12. Place temporary seeding on all disturbed areas that will be idle 14 days or longer.
13. Clean sediment basins/traps when one-half full.
14. Permanent surface stabilization shall be installed for all areas within 14 days after final grade has been reached as necessary, fertilize, water and reseed as required to establish and maintain a vigorous stand of grass.
15. After completion of construction and the site is stabilized, remove all accumulated sediment from sediment trapping measures and dispose by means deemed acceptable by the engineer, schedule site inspection. Upon approval by the erosion control inspector, remove temporary erosion control measures, smooth area and apply appropriate stabilization.
16. Stormwater permit inspection reports shall be performed by the contractor until notified otherwise by the erosion control inspector.

Notes:
1. Inspector refers to NCDEQ Land Quality Inspector or his/her representative. field inspections may require additional sedimentation and erosion control measures as deemed necessary by the inspector.
2. Construction and maintenance of all erosion control devices shall conform to the standards set forth in the North Carolina Department of Environmental Quality Section Erosion and Sediment Control Planning and Design Manual.
3. The general contractor is responsible for maintenance of erosion control methods during construction, and the owner is responsible for maintenance of all permanent erosion control methods after construction is complete, if any permanent methods are required.
4. Notification of Land Resources Sediment and Erosion Control Self-Inspection Program: The person responsible for land-disturbing activities is required to inspect the project after each phase of the project and continued until permanent ground cover is established in accordance with NCGS 113A-54.1 and 15A NCAC 4B.0131 to make sure that the approved erosion and sedimentation control plan is being followed. The self-inspection report form is available as an excel spreadsheet from http://www.dlr.enr.state.nc.us/pages/sedimentation_new.html

GENERAL DEMOLITION NOTES:

1. Contractor to obtain demolition permit through Mecklenburg County prior to beginning demolition.
2. All items designated to be removed shall be removed completely, including all foundations and associated subbase materials unless otherwise noted.
3. Any utility services shown to be removed or relocated shall be coordinated with the appropriate utility provider.
4. All underground utilities noted for removal should be capped at source, meter, or valve.
5. Demolition of utilities (water, sewer, etc) shall be performed in such a manner that the old pipe and structures removed do not impact, or minimize service interruption to, existing facilities to remain. Provisions shall be made to maintain service during construction.
6. Clean soils shall be utilized for backfill of any voids or depressions created during site demolition. Compaction of these soils shall be performed in accordance with the construction documents and the specifications.
7. All items designated to be removed shall be disposed of legally off-site unless otherwise noted on this plan.
8. All demolition shall be in accordance with plans and specifications and in accordance with all applicable state and local jurisdictional codes or requirements.
9. The contractor shall be responsible for repairing all damages to the existing features not to be demolished as a result of construction activity and traffic. Contractor shall maintain a pre-construction video or photo documentation to show that no damages occurred. Existing improvements damaged or destroyed by the contractor during construction shall be restored or replaced to original condition and to the satisfaction of the owner's representative at the contractor's expense.
10. All disturbed areas shall be stabilized within 14 working days following completion of land disturbing activities. If there is more stringent soil stabilization guidelines put in place by local, county, state or federal agencies, or called for based on permit requirements, then the more stringent guidelines shall control and govern on the project.
11. All trees on site to be removed. Remove tree and root structure.
12. All suitable topsoil shall be saved and stockpiled on site for re-use.
13. Contractor shall remove and dispose of all spoils material from the owner's property in compliance with federal, state, and local environmental laws and regulations at the pre-determined landfill site. Landfill fees shall be included in the contractor's project fee. This includes all surplus soil material, unsuitable topsoil, rock obstructions, demolished materials and waste materials (including trash and debris).
14. Clearing beyond the clearing limits shown in these plans is prohibited without approval of the Landscape Architect. Unnecessary construction activity/vegetative clearing not shown on plans that results in the need for additional construction work will be the responsibility of the contractor.

TREE PROTECTION NOTES

1. Tree barricades must be installed and inspected by the Landscape Architect before any demolition, grading, or construction begins and shall not be removed until final inspection.
2. Tree protection fence is to be located per plan or at a minimum of 1 foot per tree diameter inch away from the tree. All tree protection fencing to be inspected daily and replaced or repaired as needed.
3. No soil disturbance or compaction, construction materials, traffic, burial pits, trenching or other land disturbing activity is allowed in the tree protection zone.
4. No grubbing within tree protection zone. Leave soil and leaf litter undisturbed. Supplement with 1-2 inches of mulch.
5. No parking, storage, or other construction activities are to occur within tree protection areas.
6. Brush, vines, and small trees (<4" caliper) may be hand-cleared only and must be cut flush with ground surface. Existing trees may be limbed up (at least $\frac{2}{3}$ of the branches should be left) to 8 feet to improve visibility.
7. Exposed tree roots must be cleanly cut with a sharp pruning tool; Backfill immediately to minimize exposure to the air.
8. All tree protection devices shall be maintained until Landscape Architect notifies the contractor. Removal of all tree protection devices shall be included in the base bid.

GENERAL NOTES:

1. All construction materials and methods shall conform to the Town of Huntersville, Mecklenburg County, NC, NC Department of Environmental Quality, North Carolina Department of Transportation Standards and Specifications, OSHA Requirements, and Federal Requirements.
2. Prior to commencing construction, all approvals, including plan approval and all permits and encroachments, shall be obtained. The contractor shall be responsible for obtaining and coordinating permits, inspections, certifications and other requirements which must be met under this contract.
3. A preconstruction conference must be held at least fourty-eight (48) hours prior to commencing any construction. At the mandatory conference the contractor shall provide a construction schedule to the Landscape Architect and Owner. As construction progresses and the construction schedule is altered, the contractor shall provide the Landscape Architect and Owner with an updated construction schedule on a bi-weekly basis.
4. All references to a Landscape Architect or Engineer shall mean a representative of Stewart or successor.
5. Contractor shall coordinate all site activities with Landscape Architect or designated representative. Contractor shall be responsible for coordination delivery, storage and handling of all materials required for the project.
6. The Landscape Architect, Engineer, and Owner disclaim any role in the construction means and/or methods associated with the project as set forth in these plans.
7. The contractor shall have a complete set of contract documents, as well as permits and approvals, on the job site at all times.
8. All construction and demolition from back of curb and outside of the back of curb to be Alternate #1. See site dimensions, sheets: L4.00 - L4.30 for alternate separation line.
9. Existing survey information, including topographic information is provided by Stewart, unless otherwise noted. The contractor shall be responsible for field verifying existing conditions prior to commencement of any work. The contractor shall immediately notify the owner's representative of any discrepancies or conflicts.
10. The contractor shall furnish all labor, materials, tools, and equipment and shall perform all work and services for all site clearing, site excavation, undercutting, filling, and backfilling for structures, such as drainage structures, sidewalks, pavements, including borrow, hauling, wetting, rolling and other operations pertaining thereto, within the clearing limits, as shown on the contract drawings.
11. If departures from the project drawings or specifications are deemed necessary by the contractor, details of such departures and reasons there of shall be submitted in writing to the owner's representative for review. No departures from the contract documents shall be made without the express written permission of the owner's representative.
12. If at any time the contractor feels that construction work falls outside of what is included in the base bid, the contractor shall notify the Landscape Architect immediately. The Owner and or the Landscape Architect reserve the right to reject any additional payment and/or change order requests for additional work that is not authorized in writing by the Owner or the Landscape Architect.
13. All sub-surface utilities identified on the construction documents are shown in their approximate location based on survey information gathered from field inspection and/or any other applicable record drawings which may be available. The contractor shall immediately notify the owner's representative of any discrepancies or conflicts.
14. The contractor shall be responsible for contacting, coordinating, and paying for all necessary locating services including independent locating services. The contractor shall have all existing utilities located at least 48 hours prior to beginning demolition, excavation or any other form of construction. The contractor shall immediately notify the owner's representative of any discrepancies or conflicts. The contractor shall maintain "as-built" drawings to record the actual location of all piping prior to concealment. Drawings shall be provided to the owner's representative at regular intervals or as requested throughout the project for record keeping.
15. All backfill of trenches shall be compacted to a density of 95% of the theoretical maximum density (Standard Proctor). Backfill material shall be free from roots, stumps, or other foreign debris and shall be placed at or near optimum moisture content.
16. All existing above ground utility services to be relocated below ground. Relocation shall be coordinated with the appropriate utility providers.
17. The contractor will be responsible for any repair or replacement of any utilities damaged or removed during construction.
18. The contractor shall be responsible for the reconnection of disturbed utility service encountered within 8 hours of interrupted service. Contractor shall notify users within construction area 48 hours prior to possible interruptions of service, except for water service, which shall require 7 days notice.
19. All erosion control devices shall be in place prior to grading.
20. Sediment control measures shall be placed as shown and/or as directed by the Landscape Architect or Mecklenburg County Inspector.
21. Erosion control measures will be maintained at all times. Additional erosion and sediment control measures shall be installed if deemed necessary.
22. All open drainage swales to be grassed, and coir wattle check dams must be placed as required to control erosion.
23. All disturbed areas will be grassed as soon as construction measures permit, but not to exceed 14 days of completion of land disturbing activities.
24. All non-paved disturbed areas to be seeded with material suitable to season and to be maintained until stabilized.
25. All required new vegetation must be guaranteed for one year after the date of final inspection.
26. GROUND SURFACE SHALL BE SHAPED TO PROVIDE POSITIVE DRAINAGE.
27. All pipe dimensions are shown to center of structure.
28. Traffic control methods, such as barricades, sufficient lights, signs, and other methods may be necessary for the protection and safety of the public and shall be provided and maintained throughout construction adjacent to roadways.
29. The contractor shall be responsible for keeping the premises free from accumulations of waste materials and rubbish caused by the contractor. All debris shall be removed from the project site on a daily basis. No burning or bury pits are allowed on this construction site. Concrete truck washout is prohibited on-site.

GENERAL EROSION CONTROL NOTES:

1. Provisions to prevent erosion of soil from the site shall be, at minimum, in conformance with the requirements of the most current standards established by the NC Department of Environmental Quality, U.S. Department of Agriculture and the U.S. Soil Conservation Service.
2. Additional erosion control measures will be employed where determined necessary by actual site conditions as shown on the Erosion Control Plan (Sheets L3.00, L3.10, AND L3.20) and as directed by the erosion control inspector.
3. A copy of the approved land disturbance plan and permit shall be present on the site whenever land disturbance activity is in progress.
4. Removal of all erosion control measures shall be included in base bid. All temporary control devices shall be removed once construction is complete and the site is stabilized, with inspector approval.
5. Prior to any other construction, a stabilized construction entrance shall be constructed at each point of entry to or exit from the site. Construction entrances shall be maintained in a condition which will prevent tracking or flow of mud onto Public right of way. This may require periodic top dressing with stone, as conditions demand, and repair and/or clean-out of any structures used to trap sediment. The contractor must take necessary action to minimize the tracking of mud onto paved roadway(s) from construction areas and the generation of dust. The contractor shall daily remove mud/soil from pavement, as may be required.
6. Prior to commencing land disturbing activity, the limits of disturbance shall be clearly and accurately demarcated with stakes, ribbons, or other appropriate means and approved by Landscape Architect. The location and extent of all authorized land disturbance shall be demarcated for the duration of the construction activity. No disturbance shall occur outside the approved limits indicated on the approved plans.
7. Immediately after the establishment of construction entrances, all perimeter erosion control devices shall be installed prior to any other construction.
8. The construction of the site will initiate with the installation of erosion control measures sufficient to control sediment deposits and erosion. All sediment control will be maintained until all upstream ground within the construction area has been completely stabilized with permanent vegetation and all roads/driveways have been paved.
9. The location of some of the erosion control devices may have to be altered from that shown on the approved plans if drainage patterns during construction are different from the final proposed drainage patterns. It is the contractor's responsibility to accomplish erosion control for all drainage patterns created at various stages during construction. Any difficulty in controlling erosion during any phase of construction shall be reported to the Landscape Architect immediately. Temporary diversions on berms and/or ditches should be provided as needed during construction to protect work areas from upslope runoff and/or to divert sediment-laden water to appropriate traps or stable outlets.
10. All silt barriers must be placed as access is obtained during clearing. No grading shall be done until silt barrier installation is complete.
11. Contractor shall maintain all erosion control measures until permanent vegetation has been established. Contractor shall inspect erosion control measures at the end of each working day and within 24 hours of the end of a storm event of 0.5 inches or greater to insure measures are functioning properly. If site inspections identify measures that are not operating effectively, maintenance must be performed as soon as reasonably possible and before the next storm event.
12. The contractor shall remove accumulated silt when the silt is within 12" of the top of the silt fence utilized for erosion control.
13. Failure to install, operate or maintain all erosion control measures will result in all construction being stopped on the job site until such measures are corrected to NC DEQ Standards.
14. All open swales must be grassed, and coir wattle check dams must be placed as required to control erosion. Rip rap shall be placed immediately upon the installation of pipes, end sections and headwalls/endwalls.
15. The contractor is responsible for removing any building or other excavation spoil dirt, construction trash or debris, etc. from the drainage areas shown hereon in an expeditious manner as construction progresses.
16. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than fourteen (14) days after work has ceased, except: (a) Where stabilization by the 14th day is precluded by snow cover or frozen ground conditions stabilization measures must be initiated as soon as practicable; (b) Where construction activity on a portion of the Site is temporarily ceased, and earth-disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be initiated on that portion of the site.
17. Slopes shall be graded no steeper than 2:1. If necessary, slopes which exceed eight (8) vertical feet shall be stabilized with mats, in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. Temporary berms may be needed until the slope is brought to grade.
18. When field conditions warrant off-site grading, permission must be obtained from the Landscape Architect and affected property owners.
19. The contractor shall maintain each stream, creek, or backwash channel in an unobstructed state and shall remove from the channel and banks of the stream all debris, logs, timber, junk and other accumulations.
20. The contractor shall restore any disturbed areas to existing grade unless shown otherwise in the plan set.
21. Provide silt fence and/or other control devices, as may be required, to control soil erosion during utility construction. All disturbed areas shall be cleaned, graded, and stabilized with grassing immediately after the utility installation. Fill, cover, and temporary seeding at the end of each day are recommended. If water is encountered while trenching, the water should be filtered to remove any sediments before being pumped back into any waters of the State.
22. Litter, construction debris, oils, fuels, and building products with significant potential for impact (such as stockpiles of freshly treated lumber) and construction chemicals that could be exposed to storm water must be prevented from becoming a pollutant source in storm water discharges.
23. Sediment and Erosion Control measures and practices are to be inspected daily.

STAKING AND MATERIALS NOTES:

1. All dimensions are at 90° unless otherwise noted.
2. Contractor shall establish and verify Point of Beginning (P.O.B) and stake site as indicated on construction documents prior to commencement of construction. Notify Landscape Architect immediately of any discrepancies.
3. All dimensions are to face of wall, face of building, face of curb, edge of pavement, or centerline unless otherwise noted.
4. All details shall be constructed in strict compliance with specifications and construction documents.
5. Contractor responsible for verifying plan dimensions and grades. Contractor shall notify Stewart of any discrepancies and coordinate if any adjustments are needed.

Town of Huntersville North Carolina
Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

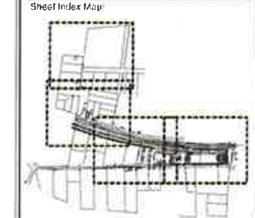
STOP
UNDERGROUND UTILITIES MAY EXIST WITHIN THE PROJECT AREA
CALL 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY OR EXCAVATION WORK

STEWART

Client:
Town of Huntersville North Carolina

Architects:
insight ARCHITECTS

Project:
VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:


Seal:

Issued for:

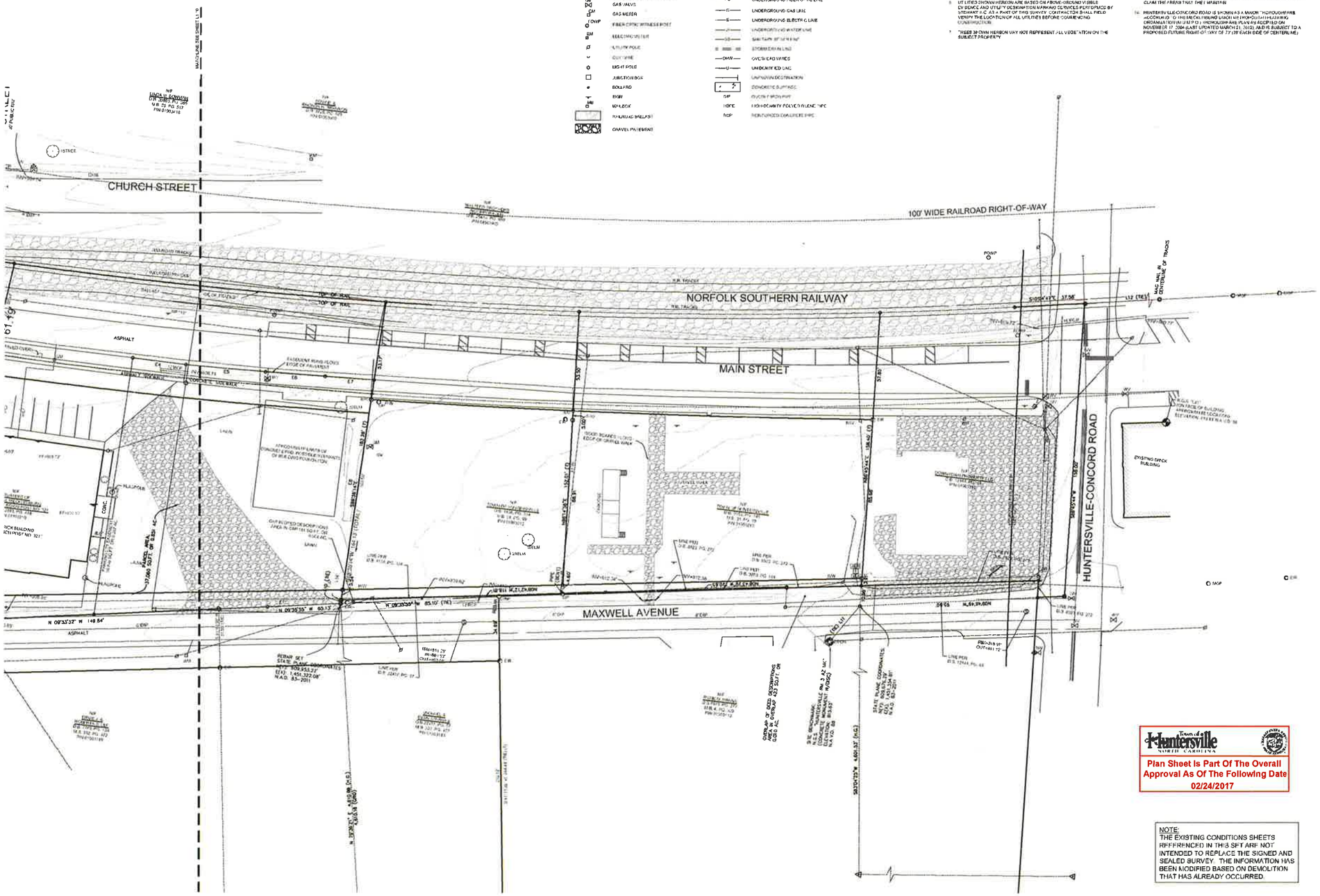
No.	Date	Description

Scale:

Title:
GENERAL NOTES

Project number: N13034
Date: 09.21.2016
Drawn by: EMB/MRB
Approved by: DRB
Sheet: L0.10

EXHIBIT B



LEGEND

- SURVEY CONTROL POINT
- SURVEY BENCHMARK
- EXISTING IRON PIPE
- EXISTING IRON ROD
- EXISTING CONCRETE MONUMENT
- COMPUTED POINT
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- HYDRANT
- WATER VALVE
- WATER METER
- IRRIGATION CONTROL VALVE
- GAS VALVE
- GAS METER
- FIBER OPTIC WITNESS POST
- ELECTRIC METER
- UTILITY POLE
- GUY WIRE
- LIGHT POLE
- JUNCTION BOX
- BOLLARD
- SIGN
- MAILBOX
- RAILROAD BALLAST
- GRAVEL PAVEMENT
- FF=207.18 FINISHED FLOOR ELEVATION
- DECIDUOUS TREE (# = CALIPER)
- EVERGREEN TREE (# = CALIPER)
- SHRUB
- BUFFER ZONE
- 0.2% CHANCE FLOOD LINE
- 1% CHANCE FLOOD LINE
- FLOODWAY LINE
- WIRE FENCE
- GUARDRAIL
- TREE LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND WATER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- OVERHEAD WIRES
- UNIDENTIFIED LINE
- UNKNOWN DESTINATION
- CONCRETE SURFACE
- DUCTILE IRON PIPE
- HIGH DENSITY POLYETHYLENE PIPE
- REINFORCED CONCRETE PIPE

GENERAL NOTES

1. THIS SURVEY MAP IS INTENDED TO REPRESENT THE EXISTING CONDITIONS TOPOGRAPHY ON A PORTION OF THE PROPERTY(S) LISTED HEREON WITHIN THE TOWN OF HUNTERSVILLE. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE ALL ENCUMBRANCES UPON THE PROPERTY MAY NOT BE SHOWN.
2. THE PROPERTY LINES SHOWN HEREON HAVE BEEN CONFIRMED FROM A PARTIAL SURVEY BY STEWART INC.
3. HORIZONTAL DATUM IS NAD 83 (2011) AND VERTICAL DATUM IS NAVD88 BASED ON GPS METHODS USING REAL-TIME KINEMATIC SOLUTIONS FOR THE SURVEY CONTROL POINTS SHOWN HEREON AND THE NORTH CAROLINA GEODETIC SURVEY NETWORK'S "LEAD" AND "PARKER".

"LEAD"	"PARKER"
N 668121.47'	N 668255.09'
E 1446787.58'	E 1447900.27'
EL 772.5'	EL 753.3'

4. THE INITIAL STATE PLANE POSITIONS FOR THIS SURVEY WERE SCALED FROM GIS TO ORIGINALLY FIND A PROJECT LOCATION OF N 609272.19'/E 1451551.34'ST, USING A COMBINED FACTOR OF 0.9999424617.
5. THIS DRAWING DOES NOT CONSTITUTE A N.C. G.S. 47-30 AND THEREFORE IS NOT FOR RECORDATION.
6. UTILITIES SHOWN HEREON ARE BASED ON ABOVE-GROUND VISIBLE EVIDENCE AND UTILITY DESIGNATION MARKING SERVICES PERFORMED BY STEWART INC. AS A PART OF THIS SURVEY. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES BEFORE COMMENCING CONSTRUCTION.
7. TREE SHOWN HEREON MAY NOT REPRESENT ALL VEGETATION ON THE SUBJECT PROPERTY.
8. THE SUBJECT PROPERTY IS ZONED TC (MECKLENBURG COUNTY GIS).
9. THE SUBJECT PROPERTY LIES IN ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE AND FUTURE CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FLOOD INSURANCE RATE MAP COMMUNITY MAP NUMBER 3710460200J DATED 02/02/2012. FLOOD HAZARD LINES SHOWN HEREON ARE FROM NCFLOODMAPS.COM.
10. NO WRITTEN CONVEYANCE OF RIGHT-OF-WAY FOR MAXWELL AVENUE OR MAIN STREET FOR THE SUBJECT PARCEL(S) FOUND. THE TOWN OF HUNTERSVILLE MAY CLAIM THE AREAS THAT THEY MAINTAIN.
11. DEED BOOK 9651, PAGE 145; DB.10 BOOK 9157, PAGE 534 AND MAP BOOK 41, PAGE 68 INDICATE DEDICATION OF RIGHT-OF-WAY ALONG THE EASTERLY SIDE OF MAXWELL AVENUE AND ALONG THE WESTERLY SIDE OF MAIN STREET WITHIN PARCELS PIN 0190321 7 AND 0190221 3 AS SHOWN HEREON. CONCERNING THE OTHER PORTIONS OF THESE ROADS WITHIN THE PROJECT AREA, THE TOWN OF HUNTERSVILLE MAY CLAIM THE AREAS THAT THEY MAINTAIN.
12. NO WRITTEN CONVEYANCE OF RIGHT-OF-WAY FOR HORACE SOUTHERN RAILWAY ROUTE "ASHEVILLE SOUTHERN RAILWAY MAY CLAIM THE AREAS THAT THEY MAINTAIN.
13. NO WRITTEN CONVEYANCE OF RIGHT-OF-WAY FOR THE SECTION OF HUNTERSVILLE-CONCORD ROAD FOUND. THE TOWN OF HUNTERSVILLE MAY CLAIM THE AREAS THAT THEY MAINTAIN.
14. HUNTERSVILLE-CONCORD ROAD IS SHOWN AS A MAJOR THOROUGHFARE ACCORDING TO THE MECKLENBURG UNION METROPOLITAN PLANNING ORGANIZATION (MUMPO) THOROUGHFARE PLAN AS ADOPTED ON NOVEMBER 17, 2004 (LAST UPDATED MARCH 21, 2012) AND IS SUBJECT TO A PROPOSED FUTURE RIGHT-OF-WAY OF 77.5' (EACH SIDE OF CENTERLINE).

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

NOTE:
THE EXISTING CONDITIONS SHEETS REFERENCED IN THIS SET ARE NOT INTENDED TO REPLACE THE SIGNED AND SEALED SURVEY. THE INFORMATION HAS BEEN MODIFIED BASED ON DEMOLITION THAT HAS ALREADY OCCURRED.

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal:

Issued for:

No	Date	Description

0 10 20 40 NORTH

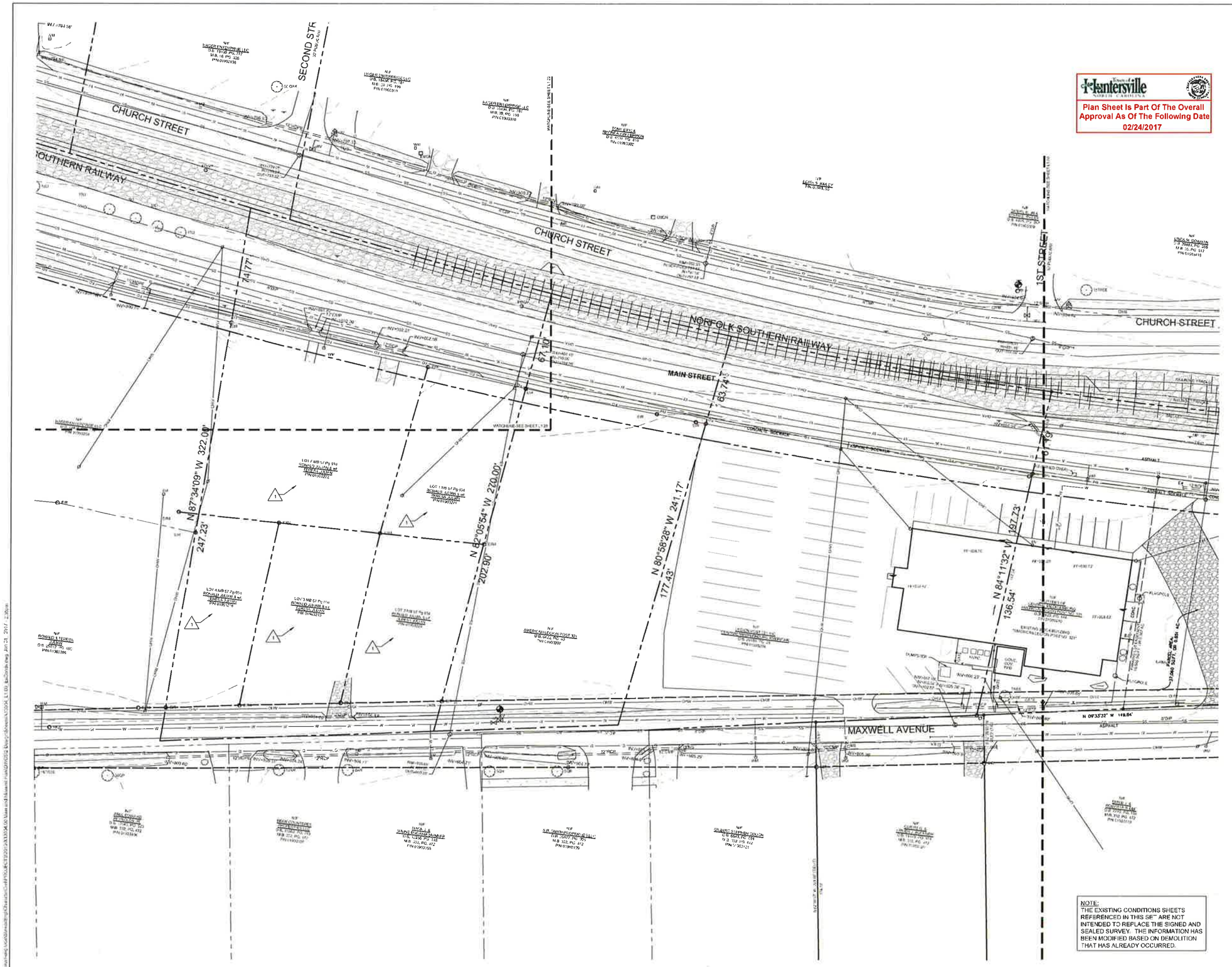
Scale 1" = 20'

Title: **EXISTING CONDITIONS**

Project number: X13034 Sheet
Date: 09 21 2016
Drawn by:
Approved by:

L1.00

EXHIBIT B



STEWART

Client:

Town of Mintersville
NORTH CAROLINA

Architects:

insight ARCHITECTS

Project:

VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal:

Issued for:

No	Date	Description
1	12.07.2016	LMDA COMMENTS

0 10 20 40

Scale: 1" = 20'

NORTH

Title:

EXISTING CONDITIONS

Project number: X13034 Sheet
Date: 09.21.2016
Drawn by:
Approved by:

L1.10

EXHIBIT B

STEWART

Client: Town of Mintersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal:

Issued for:

No	Date	Description

0 10 20 40 NORTH

Scale 1" = 20'

File: **EXISTING CONDITIONS**

Project number: X10334 Sheet:
Date: 09.21.2015
Drawn by:
Approved by:

L1.20

EXHIBIT B

Tree Preservation Required:

Zoning District	Existing Canopy ≥ 10% of total site area	Existing Canopy < 10% of total site area	Heritage Trees	Specimen Trees
TC	5%	5%	100%	30%

	Existing Canopy ≥ 10% of total site area	Existing Canopy < 10% of total site area	# of Heritage Trees	# of Specimen Trees
Existing Trees	0%	0%	0	1 - 28" Elm (removed)
				1 - 24" Juglans nigra/ Black Walnut (removed)
Required for preservation	0%	0%	0	8" DBH to 28" Elm
				8" DBH to 24" Black Walnut
Preservation Mitigation	0%	0%	0	(2) - 2" Ulmus parvifolia to Mitigate 28" Elm
				(4) - 2" Quercus falcata to Mitigate 24" Black Walnut

TREE PRESERVATION NOTES:

1. REFER TO LANDSCAPE PLANS (SHEETS L7.00 & L7.20) FOR LOCATIONS OF TREES TO BE PLANTED FOR MITIGATION.

DEMOLITION KEY NOTES:

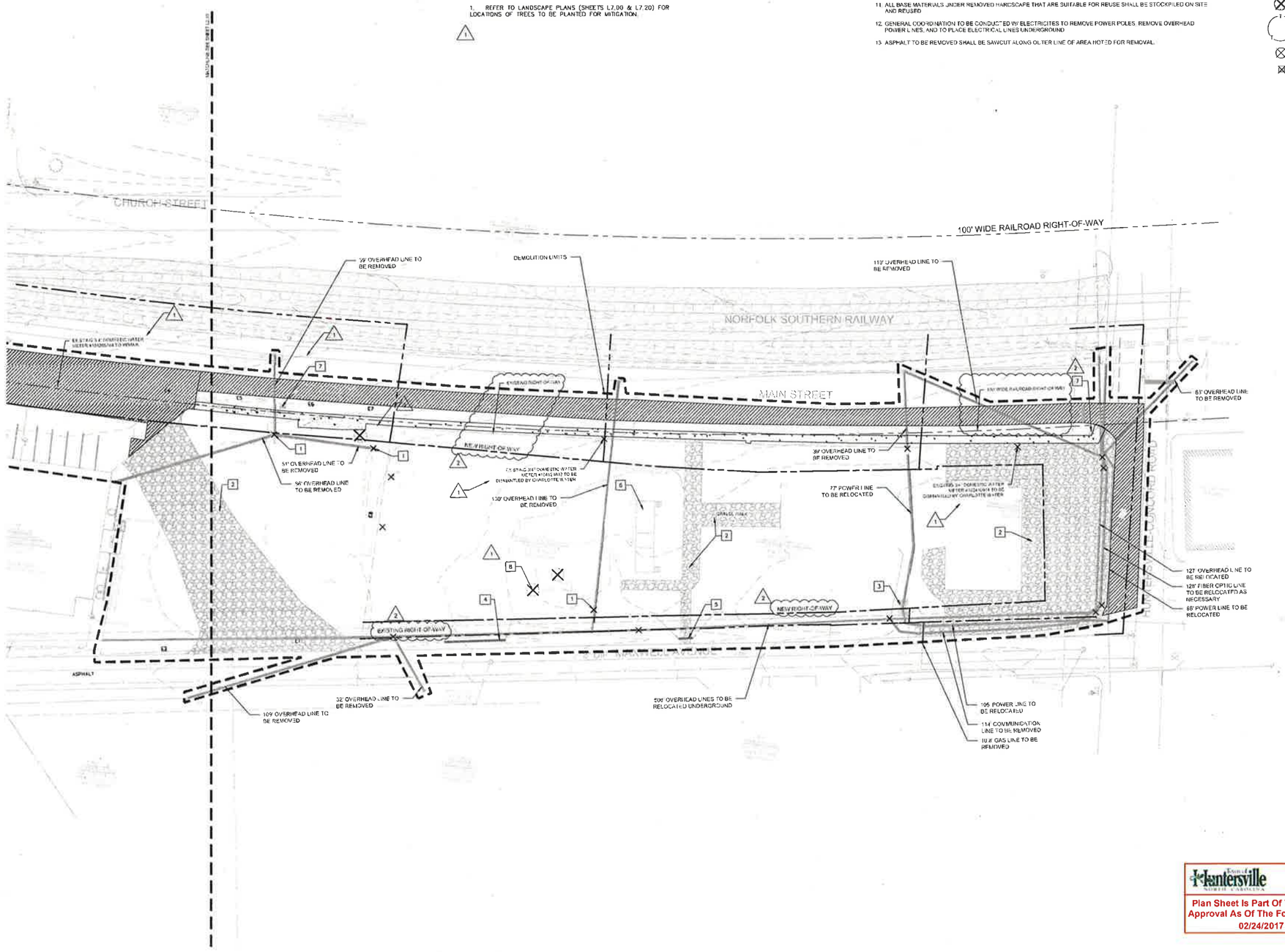
1. POWER POLE OPTION FOR TEMPORARY POWER. COORDINATE WITH ELECTRICITIES FOR ONE POWER POLE TO REMAIN DURING CONSTRUCTION AS TEMPORARY POWER. POLE TO BE REMOVED AT END OF CONSTRUCTION.
2. REMOVE GRAVEL AND ASSOCIATED EDGING MATERIAL. STOCKPILE SUITABLE BASE MATERIAL FOR REUSE.
3. TRANSFORMER AND JUNCTION BOXES (4) TO BE RELOCATED BY ELECTRICITIES. CONTRACTOR TO COORDINATE WITH ELECTRICITIES.
4. STORM DRAINAGE PIPE TO BE REMOVED
5. PVC PIPE TO BE REMOVED
6. CABOOSE TO BE RELOCATED ON SITE PER SHEET L400. BASE, RAILS, AND TIMBERS TO BE REMOVED.
7. FIRE HYDRANT TO BE RELOCATED. COORDINATE W THE FIRE DEPARTMENT.
8. 28" ELM TO BE REMOVED. TREE DOES QUALIFY AS SPECIMEN TREE; REFER TO TREE PRESERVATION CHART
9. 24" JUGLANS NIGRA (BLACK WALNUT) TO BE REMOVED. TREE DOES QUALIFY AS SPECIMEN TREE; REFER TO TREE PRESERVATION CHART.

ADDITIONAL NOTES:

8. GENERAL DEMOLITION NOTES ARE LOCATED ON SHEET L0.10
9. ANY SIGNS ON SITE ARE TO BE REMOVED AND STORED FOR REUSE. REMOVE ANY FOOTINGS PRESENT. COORDINATE WITH TOWN PUBLIC WORKS DEPARTMENT FOR STORAGE LOCATION.
10. ALL VEGETATION WITHIN THE PROJECT LIMITS IS TO BE REMOVED FROM THE SITE
11. ALL BASE MATERIALS UNDER REMOVED HARDSCAPE THAT ARE SUITABLE FOR REUSE SHALL BE STOCKPILED ON SITE AND REUSED
12. GENERAL COORDINATION TO BE CONDUCTED W/ ELECTRICITES TO REMOVE POWER POLES. REMOVE OVERHEAD POWER LINES, AND TO PLACE ELECTRICAL LINES UNDERGROUND
13. ASPHALT TO BE REMOVED SHALL BE SAWCUT ALONG OUTER LINE OF AREA NOTED FOR REMOVAL.

DEMOLITION LEGEND

- OHP — REMOVE OVERHEAD POWER LINE
- E — REMOVE POWER LINE
- CATV — REMOVE COMMUNICATION LINE
- FO — REMOVE FIBER OPTIC LINE
- G — REMOVE NATURAL GAS LINE
- SD — REMOVE STORM DRAINAGE
- COORDINATE LIGHT POLE REMOVAL
- REMOVE ASPHALT
- REMOVE CONCRETE
- REMOVE GRAVEL
- REMOVE BUILDING
- KEYED NOTE
- REMOVE TREE
- TREE PROTECTION FENCE
- REMOVE LIGHT POLE
- REMOVE WATER METER



Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architect: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal:

Issued for:

No	Date	Description
1	12/09/2016	LUESA COMMENTS
2	02/03/2017	LUESA COMMENTS

0 10 20 40 NORTH

Scale: 1" = 20'

Title: **DEMOLITION PLAN**

Project number: X13034 Sheet

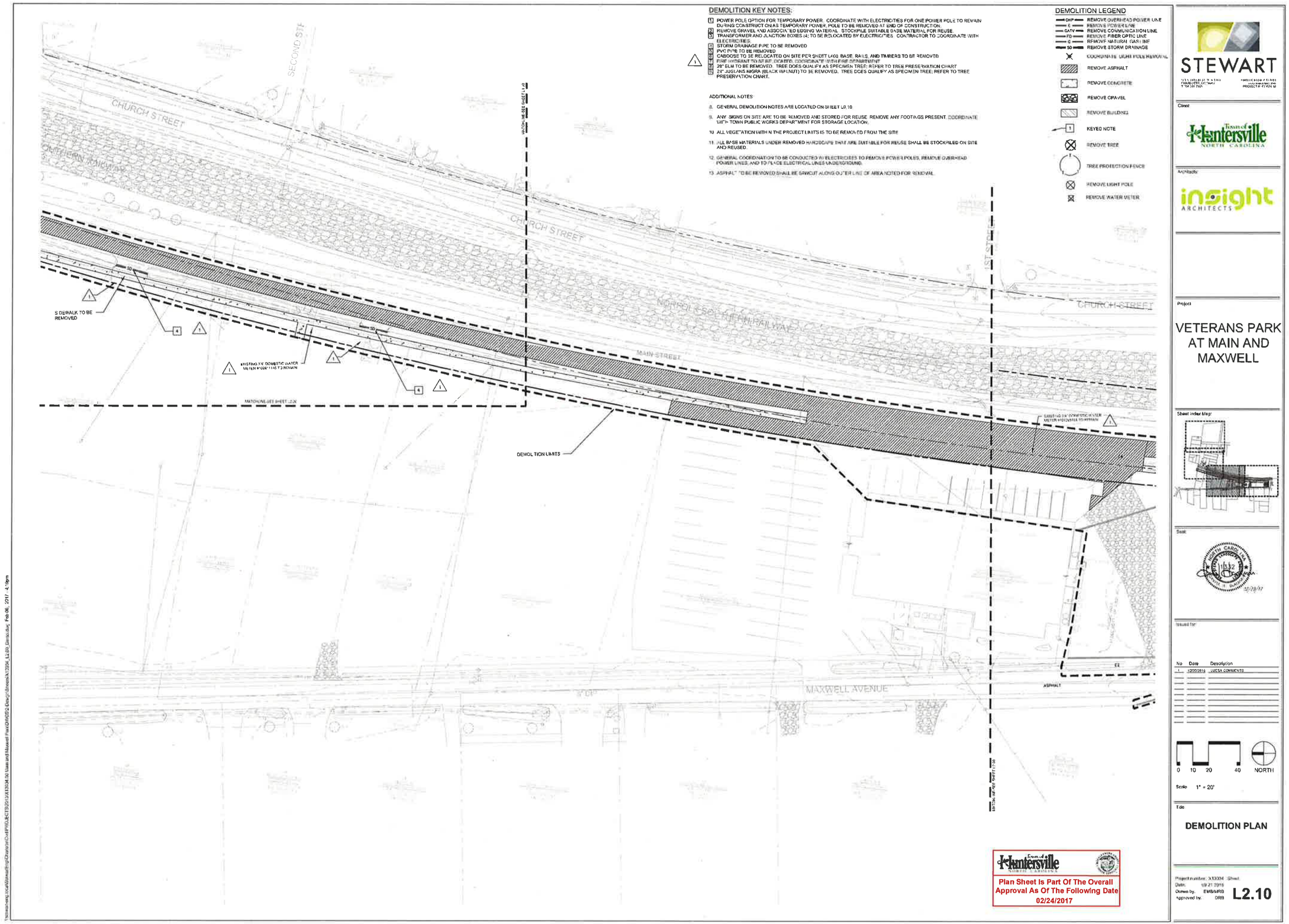
Date: 09.21.2016

Drawn by: EMB/MRB

Approved by: DRB

L2.00

EXHIBIT B


DEMOLITION KEY NOTES:
1 POWER POLE OPTION FOR TEMPORARY POWER. COORDINATE WITH ELECTRICITIES FOR ONE POWER POLE TO REMAIN DURING CONSTRUCTION AS TEMPORARY POWER. POLE TO BE RELOCATED AT END OF CONSTRUCTION.
2 REMOVE GRAVEL AND ASSOCIATED BEDDING MATERIAL. STOCKPILE SUITABLE BASE MATERIAL FOR REUSE.
3 TRANSFORMER AND JUNCTION BOXES (4) TO BE RELOCATED BY ELECTRICITIES. CONTRACTOR TO COORDINATE WITH ELECTRICITIES.
4 STORM DRAINAGE PIPE TO BE REMOVED
5 PVC PIPE TO BE REMOVED
6 CABOOSE TO BE RELOCATED ON SITE PER SHEET L4.00. BASE, RAILS, AND TIMBERS TO BE REMOVED.
7 FIRE HYDRANT TO BE RELOCATED. COORDINATE WITH FIRE DEPARTMENT
8 28" ELM TO BE REMOVED. TREE DOES QUALIFY AS SPECIMEN TREE; REFER TO TREE PRESERVATION CHART
9 24" JUGLANS NIGRA (BLACK WALNUT) TO BE REMOVED. TREE DOES QUALIFY AS SPECIMEN TREE; REFER TO TREE PRESERVATION CHART.
ADDITIONAL NOTES:
8. GENERAL DEMOLITION NOTES ARE LOCATED ON SHEET L0.10
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DEMOLITION LEGEND
OHP REMOVE OVERHEAD POWER LINE
E REMOVE POWER LINE
CATV REMOVE COMMUNICATION LINE
FO REMOVE FIBER OPTIC LINE
G REMOVE NATURAL GAS LINE
SD REMOVE STORM DRAINAGE
COORDINATE LIGHT POLE REMOVAL
REMOVE ASPHALT
REMOVE CONCRETE
REMOVE GRAVEL
REMOVE BUILDING
KEYED NOTE
REMOVE TREE
TREE PROTECTION FENCE
REMOVE LIGHT POLE
REMOVE WATER METER
SECOND ST
CHURCH STREET
SOUTHERN RAILWAY
MATCHLINE SEE SHEET L4.00
S DEWALK TO BE REMOVED
EXISTING 3/4" DOMESTIC WATER METER #1024 11 45 TO REMAIN
MATCHLINE SEE SHEET L2.20
DEMOLITION LIMITS
NORFOLK SOUTHERN RAILWAY
MAIN STREET
EXISTING 3/4" DOMESTIC WATER METER #1024 11 45 TO REMAIN
MAXWELL AVENUE
ASPHALT
MATCHLINE SEE SHEET L2.00
Plan Sheet Is Part Of The Overall Approval As Of The Following Date
02/24/2017
STEWART
Client
Town of Huntersville NORTH CAROLINA
Architects
insight ARCHITECTS
Project
VETERANS PARK AT MAIN AND MAXWELL
Sheet Index Map
Seal
Issued for
No Date Description
1 12/02/2016 LUCSA COMMENTS
0 10 20 40
NORTH
Scale 1" = 20'
Title
DEMOLITION PLAN
Project number: X13034 Sheet
Date: 09.21.2016
Drawn by: EMB/MRB
Approved by: DRB
L2.10

EXHIBIT B

Tree Preservation Required:

Zoning District	Existing Canopy ≥ 10% of total site area	Existing Canopy < 10% of total site area	Heritage Trees	Specimen Trees
TC	0%	0%	100%	30%

	Existing Canopy ≥ 10% of total site area	Existing Canopy < 10% of total site area	# of Heritage Trees	# of Specimen Trees
Existing Trees	0%	0%	0	1 - 28" Elm (removed) 1 - 24" Juglans nigra/ Black Walnut (removed) 66" Oak
Proposed to be saved	0%	0%	0	66" Oak

TREE PRESERVATION NOTES:

1. REFER TO LANDSCAPE PLANS (SHEETS L7.00 & L7.20) FOR LOCATIONS OF TREES TO BE PLANTED FOR MITIGATION.

TREE CANOPY SAVE REQUIRED

SITE	EXISTING CANOPY	PROPOSED CANOPY
.62 ACRES	10% OF TOTAL SITE	15%

≈20,255 sqft of tree canopy. 2,700 required.

Town of Huntersville Property (not hager enterprise)- Included in the project for tree save purposes. If developed in the future, 66 inch Oak must be saved for this development's tree save, as well as 10% of tree cover.

DEMOLITION KEY NOTES:

1. POWER POLE OPTION FOR TEMPORARY POWER COORDINATE WITH ELECTRICITIES FOR ONE POWER POLE TO REMAIN DURING CONSTRUCTION AS TEMPORARY POWER. POLE TO BE REMOVED AT END OF CONSTRUCTION.
2. REMOVE GRAVEL AND ASSOCIATED EDGING MATERIAL. STOCKPILE SUITABLE BASE MATERIAL FOR REUSE.
3. TRANSFORMER AND JUNCTION BOXES (4) TO BE RELOCATED BY ELECTRICITIES. CONTRACTOR TO COORDINATE WITH ELECTRICITIES.
4. STORM DRAINAGE PIPE TO BE REMOVED
   PVC PIPE TO BE REMOVED
   CABOOSE TO BE RELOCATED ON SITE PER SHEET L400 BASE, RAILS, AND TIMBERS TO BE REMOVED.
   FIRE HYDRANT TO BE RELOCATED. COORDINATE W/ THE FIRE DEPARTMENT
   38" ELM TO BE REMOVED. TREE DOES QUALIFY AS SPECIMEN TREE. REFER TO TREE PRESERVATION CHART
   24" JUGLANS NIGRA (BLACK WALNUT) TO BE REMOVED. TREE DOES QUALIFY AS SPECIMEN TREE. REFER TO TREE PRESERVATION CHART.

ADDITIONAL NOTES:

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DEMOLITION LEGEND

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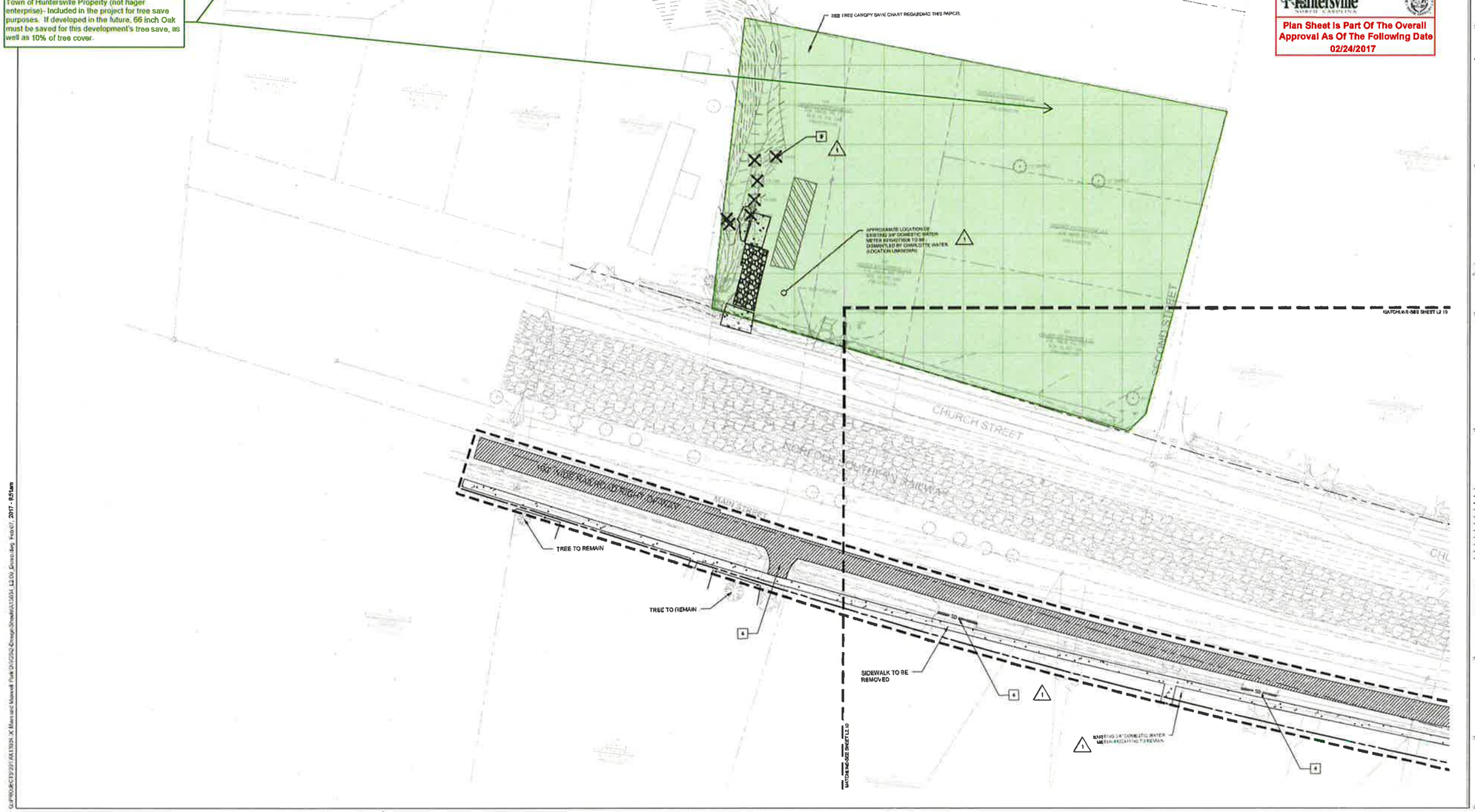
- TREE PROTECTION FENCE
- REMOVE LIGHT POLE
- REMOVE WATER METER

Town of Huntersville North Carolina

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017



STEWART

Client: Town of Huntersville North Carolina

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal:

Issued for:

No	Date	Description
1	11.20.16	LUESA COMMENTS
2	02.03.17	LUESA COMMENTS

0 10 20 40 NORTH

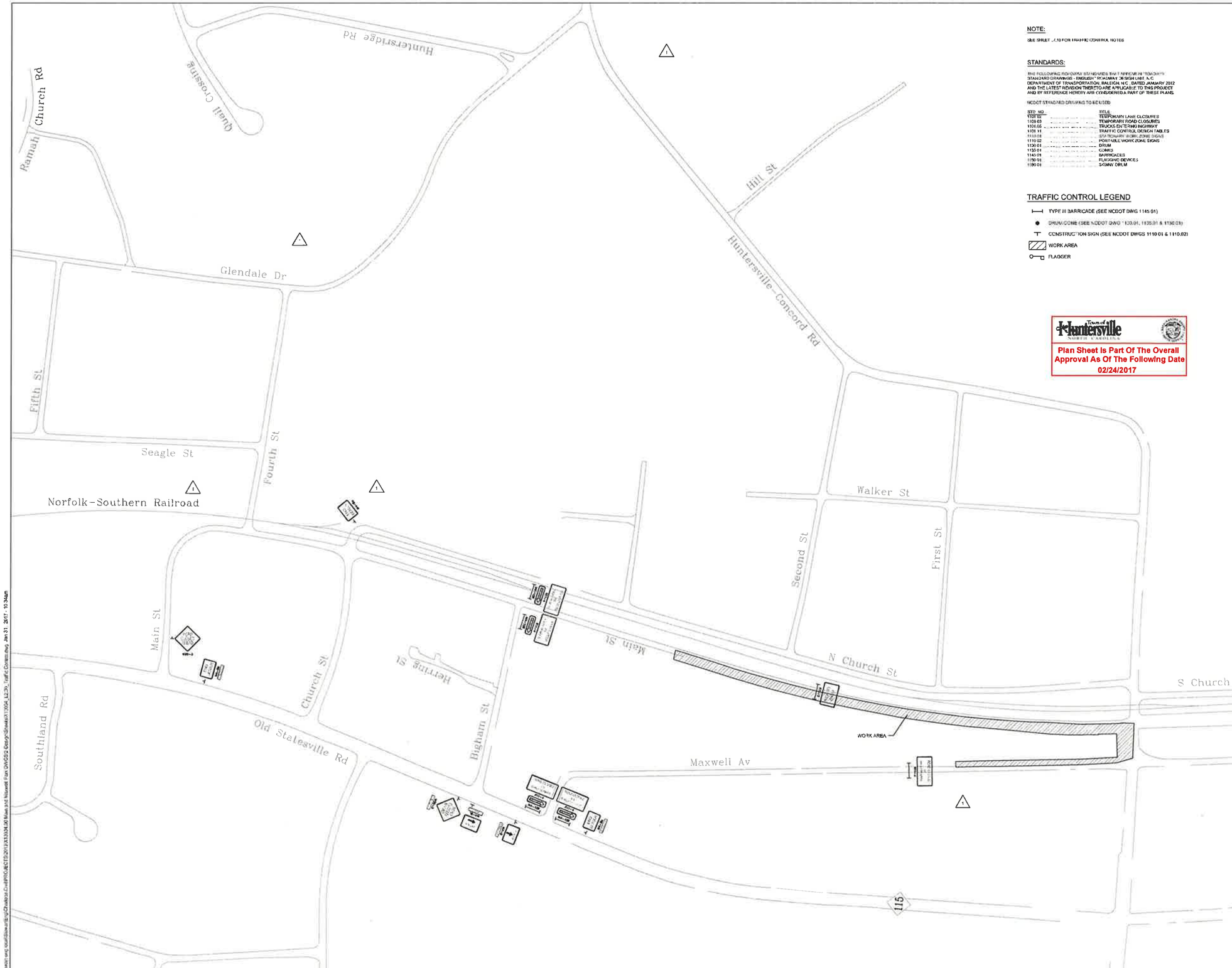
Scale 1" = 20'

Title: **DEMOLITION PLAN**

Project number: X13034 Sheet
Date: 09.21.2016
Drawn by: EMB/MRB
Approved by: DRB

L2.20

EXHIBIT B



NOTE:

SEE SHEET L7.10 FOR TRAFFIC CONTROL NOTES

STANDARDS:

THE FOLLOWING HIGHWAY STANDARDS SHALL PREVAIL IN THIS WORK:
STANDARD DRAWINGS - ENGLISH - HIGHWAY DESIGN UNIT, N.C. DEPARTMENT OF TRANSPORTATION, RALEIGH, N.C., DATED JANUARY 2012 AND THE LATEST REVISION THERETO ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREIN ARE CONSIDERED A PART OF THESE PLANS.

NCDOT STANDARD DRAWINGS TO BE USED:

STD. NO.	TITLE
1101.02	TEMPORARY LANE CLOSURES
1101.03	TEMPORARY ROAD CLOSURES
1101.05	TRUCKS ENTERING HIGHWAY
1101.11	TRAFFIC CONTROL DESIGN TABLES
[illegible]	STATIONARY WORK ZONE SIGNS
1110.02	POINTABLE WORK ZONE SIGNS
1130.01	DRUM
1135.01	CONES
1145.01	BARRICADES
1150.01	FLAGGING DEVICES
1180.01	SKINNY DRUM

TRAFFIC CONTROL LEGEND

- TYPE III BARRICADE (SEE NCDOT DWG 1145.01)
- DRUM/CONE (SEE NCDOT DWG 1130.01, 1135.01 & 1130.03)
- CONSTRUCTION SIGN (SEE NCDOT DWGS 1110.01 & 1110.02)
- WORK AREA
- FLAGGER

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

STEWART

Client:

Town of Huntersville NORTH CAROLINA

Architect:

insight ARCHITECTS

Project:

VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL JAMES R. BAYSINGER

Issued for:

No	Date	Description
1	12/20/2016	REVISE COMMENTS

0 50 100 200 NORTH

Scale 1" = 100'

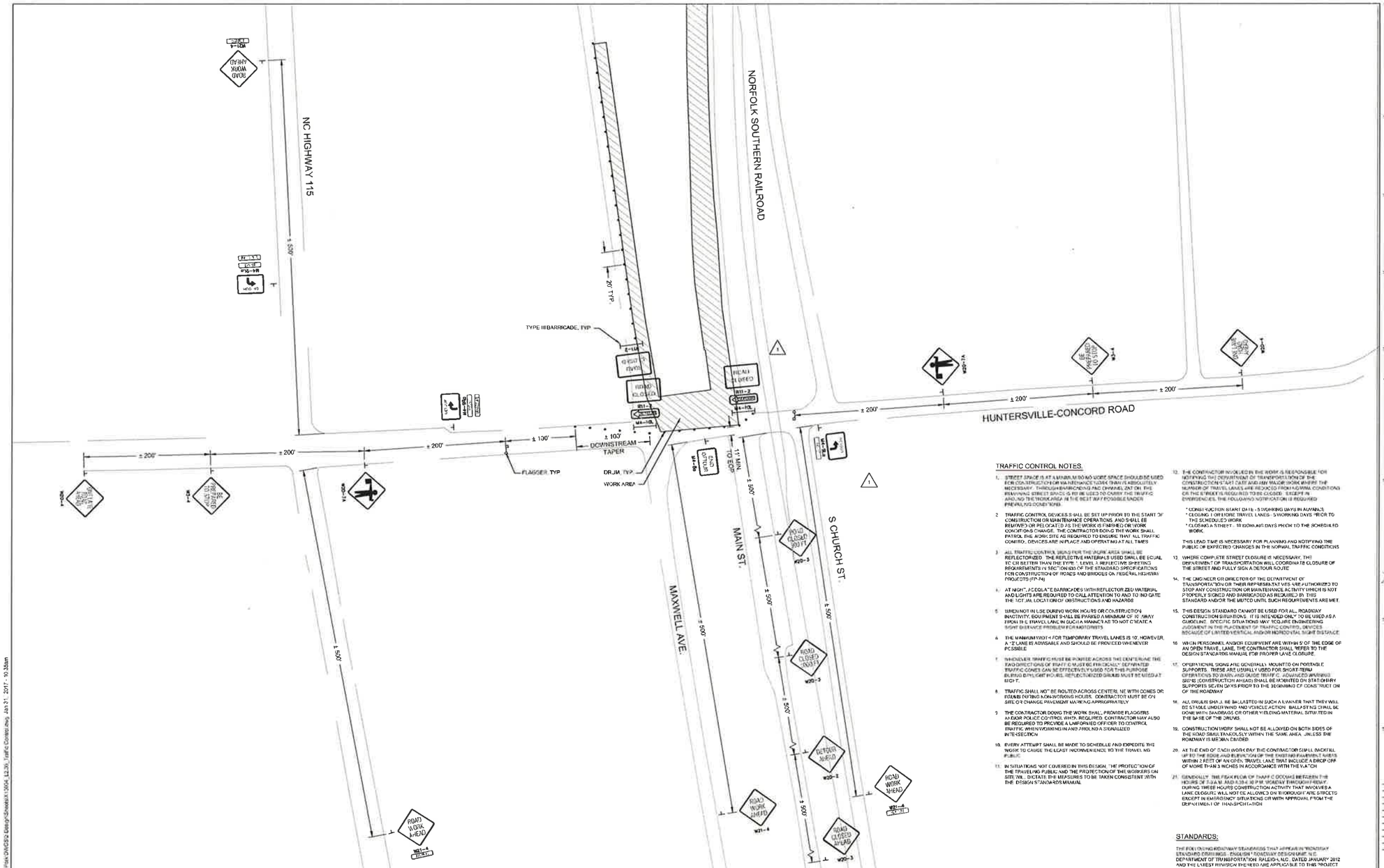
Title:

TRAFFIC CONTROL PLAN

Project number X13034 Sheet:
Date: 06.21.2016
Drawn by: DLS
Approved by: JRB

L2.30

EXHIBIT B



TRAFFIC CONTROL NOTES

1. STREET SPACE IS AT A MINIMUM AND MORE SPACE SHOULD BE USED FOR CONSTRUCTION OR MAINTENANCE WORK THAN IS ABSOLUTELY NECESSARY. THROUGH BARRICADING AND CHANNELIZATION THE REMAINING STREET SPACE IS TO BE USED TO CARRY THE TRAFFIC AROUND THE WORK AREA IN THE BEST WAY POSSIBLE UNDER PREVAILING CONDITIONS.
2. TRAFFIC CONTROL DEVICES SHALL BE SET UP PRIOR TO THE START OF CONSTRUCTION OR MAINTENANCE OPERATIONS, AND SHALL BE REMOVED OR RELOCATED AS THE WORK IS FINISHED OR WORK CONDITIONS CHANGE. THE CONTRACTOR DOING THE WORK SHALL PATROL THE WORK SITE AS REQUIRED TO ENSURE THAT ALL TRAFFIC CONTROL DEVICES ARE IN PLACE AND OPERATING AT ALL TIMES.
3. ALL TRAFFIC CONTROL DRUMS FOR THE WORK AREA SHALL BE RELECTORIZED. THE REFLECTIVE MATERIALS USED SHALL BE EQUAL TO OR BETTER THAN THE TYPE 1 LEVEL 3 REFLECTIVE SHEETING REQUIREMENTS IN SECTION 1060 OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS (FP-74).
4. AT NIGHT, FLOODLITE BARRICADES WITH REFLECTORIZED MATERIAL AND LIGHTS ARE REQUIRED TO CALL ATTENTION TO AND TO INDICATE THE VERTICAL LOCATION OF OBSTRUCTIONS AND HAZARDS.
5. WHEN NOT IN USE DURING WORK HOURS OR CONSTRUCTION INACTIVITY, EQUIPMENT SHALL BE PARKED A MINIMUM OF 10' AWAY FROM THE TRAVEL LANE IN SUCH A MANNER AS TO NOT CREATE A SIGHT DISTANCE PROBLEM FOR MOTORISTS.
6. THE MINIMUM WIDTH FOR TEMPORARY TRAVEL LANES IS 10', HOWEVER, A 12' LANE IS ADVISABLE AND SHOULD BE PROVIDED WHENEVER POSSIBLE.
7. WHENEVER TRAFFIC MUST BE ROUTED ACROSS THE CENTERLINE THE TWO DIRECTIONS OF TRAFFIC CAN NOT BE PHYSICALLY SEPARATED TRAFFIC CONES CAN BE EFFECTIVELY USED FOR THIS PURPOSE BUT ONLY DAYLIGHT HOURS. REFLECTORIZED DRUMS MUST BE USED AT NIGHT.
8. TRAFFIC SHALL NOT BE ROUTED ACROSS CENTERLINE WITH CONES OR DRUMS DURING NON-WORKING HOURS. CONTRACTOR MUST BE ON SITE OR CHANGE PAVEMENT MARKING APPROPRIATELY.
9. THE CONTRACTOR DOING THE WORK SHALL PROVIDE FLAGGERS AND/OR POLICE CONTROL WHEN REQUIRED. CONTRACTOR MAY ALSO BE REQUIRED TO PROVIDE A UNIFORMED OFFICER TO CONTROL TRAFFIC WHEN WORKING IN AND AROUND A SIGNALIZED INTERSECTION.
10. EVERY ATTEMPT SHALL BE MADE TO SCHEDULE AND EXPEDITE THE WORK TO CAUSE THE LEAST INCONVENIENCE TO THE TRAVELING PUBLIC.
11. IN SITUATIONS NOT COVERED IN THIS DESIGN, THE PROTECTION OF THE TRAVELING PUBLIC AND THE PROTECTION OF THE WORKERS ON SITE WILL DICTATE THE MEASURES TO BE TAKEN CONSISTENT WITH THE DESIGN STANDARDS MANUAL.
12. THE CONTRACTOR INVOLVED IN THE WORK IS RESPONSIBLE FOR NOTIFYING THE DEPARTMENT OF TRANSPORTATION OF THE CONSTRUCTION START DATE AND ANY MAJOR WORK WHERE THE NUMBER OF TRAVEL LANES ARE REDUCED FROM NORMAL CONDITIONS OR THE STREET IS REQUIRED TO BE CLOSED. EXCEPT IN EMERGENCIES, THE FOLLOWING NOTIFICATION IS REQUIRED:
    * CONSTRUCTION START DATE - 5 WORKING DAYS IN ADVANCE
    * CLOSING 1 OR MORE TRAVEL LANES - 5 WORKING DAYS PRIOR TO THE SCHEDULED WORK
    * CLOSING A STREET - 10 WORKING DAYS PRIOR TO THE SCHEDULED WORK.

    THIS LEAD TIME IS NECESSARY FOR PLANNING AND NOTIFYING THE PUBLIC OF EXPECTED CHANGES IN THE NORMAL TRAFFIC CONDITIONS.
13. WHERE COMPLETE STREET CLOSURE IS NECESSARY, THE DEPARTMENT OF TRANSPORTATION WILL COORDINATE CLOSURE OF THE STREET AND FULLY SIGN A DETOUR ROUTE.
14. THE ENGINEER OR DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION OR THEIR REPRESENTATIVES ARE AUTHORIZED TO STOP ANY CONSTRUCTION OR MAINTENANCE ACTIVITY WHICH IS NOT PROPERLY SIGNED AND BARRICADED AS REQUIRED BY THIS STANDARD AND/OR THE MUTCD UNTIL SUCH REQUIREMENTS ARE MET.
15. THIS DESIGN STANDARD CANNOT BE USED FOR ALL ROADWAY CONSTRUCTION SITUATIONS. IT IS INTENDED ONLY TO BE USED AS A GUIDELINE. SPECIFIC SITUATIONS MAY REQUIRE ENGINEERING JUDGMENT IN THE PLACEMENT OF TRAFFIC CONTROL DEVICES BECAUSE OF LIMITED VERTICAL AND/OR HORIZONTAL SIGHT DISTANCE.
16. WHEN PERSONNEL AND/OR EQUIPMENT ARE WITHIN 5' OF THE EDGE OF AN OPEN TRAVEL LANE, THE CONTRACTOR SHALL REFER TO THE DESIGN STANDARDS MANUAL FOR PROPER LANE CLOSURE.
17. OPERATIONAL SIGNS ARE GENERALLY MOUNTED ON PORTABLE SUPPORTS. THESE ARE USUALLY USED FOR SHORT-TERM OPERATIONS TO WARN AND GUIDE TRAFFIC. ADVANCED WARNING SIGNS (CONSTRUCTION AHEAD) SHALL BE MOUNTED ON STATIONARY SUPPORTS SEVEN DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION OF THE ROADWAY.
18. ALL DRUMS SHALL BE BALLASTED IN SUCH A MANNER THAT THEY WILL BE STABLE UNDER WIND AND VEHICLE ACTION. BALLASTING SHALL BE DONE WITH SANDBAGS OR OTHER YIELDING MATERIAL SITUATED IN THE BASE OF THE DRUMS.
19. CONSTRUCTION WORK SHALL NOT BE ALLOWED ON BOTH SIDES OF THE ROAD SIMULTANEOUSLY WITHIN THE SAME AREA UNLESS THE ROADWAY IS MEDIAN DIVIDED.
20. AT THE END OF EACH WORK DAY THE CONTRACTOR SHALL BACKFILL UP TO THE EDGE AND ELEVATION OF THE EXISTING PAVEMENT WITHIN 3 FEET OF AN OPEN TRAVEL LANE THAT INCLUDE A DROP OFF OF MORE THAN 3 INCHES IN ACCORDANCE WITH THE WATCH.
21. GENERALLY, THE PEAK FLOW OF TRAFFIC OCCURS BETWEEN THE HOURS OF 7:00 AM AND 6:30 PM MONDAY THROUGH FRIDAY. DURING THESE HOURS CONSTRUCTION ACTIVITY THAT INVOLVES A LANE CLOSURE WILL NOT BE ALLOWED ON THOROUGHFARE STREETS EXCEPT IN EMERGENCY SITUATIONS OR WITH APPROVAL FROM THE DEPARTMENT OF TRANSPORTATION.

STANDARDS:

THE FOLLOWING ROADWAY STANDARDS THAT APPEAR IN "ROADWAY STANDARD DRAWINGS - ENGLISH" ROADWAY DESIGN UNIT, N.C. DEPARTMENT OF TRANSPORTATION, RALEIGH, N.C., DATED JANUARY 2012 AND THE LATEST REVISION THERETO ARE APPLICABLE TO THIS PROJECT AND REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

NCDOT STANDARD DRAWINGS TO BE USED:

S.D. NO.	TITLE
1101.02	TEMPORARY LANE CLOSURES
1101.03	TEMPORARY ROAD CLOSURES
1101.05	TRUCKS ENTERING HIGHWAY
1101.11	TRAFFIC CONTROL DESIGN TABLES
1110.01	STATIONARY WORK ZONE SIGNS
1110.02	PORTABLE WORK ZONE SIGNS
1130.01	DRUM
1135.01	CONES
1145.01	BARRICADES
1150.01	FLAGGING DEVICES
1160.01	SKINNY DRUM

TRAFFIC CONTROL LEGEND

- TYPE III BARRICADE (SEE NCDOT DWG 1145.01)
- DRUM/CONE (SEE NCDOT DWG 1130.01 1135.01 & 1180.01)
- CONSTRUCTION SIGN (SEE NCDOT DWGS 1110.31 & 1110.02)
- WORK AREA
- FLAGGER

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19676 JAMES R. BAYSTREET 02/24/17

Issued for:

No	Date	Description
1	12/20/2016	LUESA COMMENTS

0 25 50 100 NORTH

Scale: 1" = 50'

Title: **ENLARGED TRAFFIC CONTROL PLAN**

Project number: X13034 Sheet:
Date: 09.21.2016
Drawn by: DLS
Approved by: JRB

L2.31

EXHIBIT B

	GENTLE SLOPES	STEEP SLOPES
SEEDING MIXTURE	80 lbs/acre of tall fescue	100 lbs/acre tall fescue 30 lbs/acre Sericea lespedeza (unscarified after August 15) 10 lbs/acre Kobe lespedeza
SEEDING DATES	FALL: August 25 – October Late winter: February 15 – April 15 To extend spring seeding into June, add 15 lbs/acre hulled Bermudagrass Overseeding of Kobe lespedeza over fall-seeded tall fescue is very effective.	FALL: August 25 – October 15 Late winter: February 15 – April 15 To extend spring seeding into June, add 15 lbs/acre hulled Bermudagrass Overseeding of Kobe lespedeza over fall-seeded tall fescue is very effective.
SEEDING AMENDMENTS	Apply lime and fertilizer per soil tests, or 4000 lbs/acre limestone and 1000 lbs/acre 10–10–10 fertilizer.	Apply lime and fertilizer per soil tests, or 4000 lbs/acre limestone and 1000 lbs/acre 10–10–10 fertilizer.

NOTE 1
Ground Cover – Protective cover must be established on all disturbed areas within 21 calendar days after land disturbing activity is completed or has temporarily ceased.

NOTE 2
Graded slopes and fills – Protective cover must be established on all graded slopes and fills within 21 calendar days after a phase of grading is completed or has temporarily ceased.

NOT TO SCALE

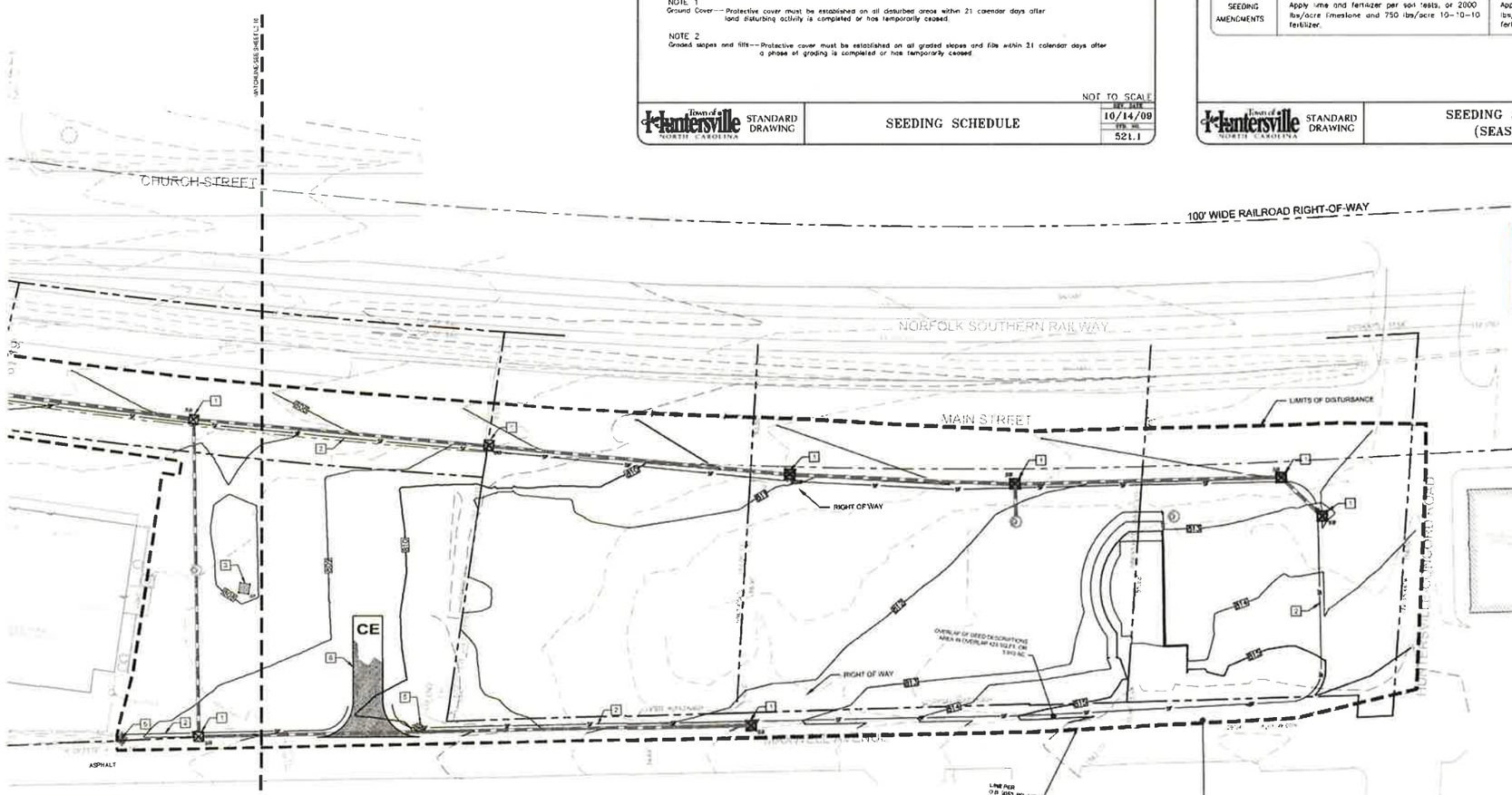
Town of Huntersville NORTH CAROLINA STANDARD DRAWING | SEEDING SCHEDULE | REV. DATE 10/14/09 | STD. NO. 521.1

TEMPORARY SEEDING FOR WARM AND COOL SEASON

	EARLY SUMMER SEASON	STEEP SLOPES
SEEDING MIXTURE	40 lbs/acre of German millet 80 lbs/acre of tall fesue	120 lbs/acre Rye (grain) 80 lbs/acre tall fesue
SEEDING DATES	May 1 – August 15 Refertilize if growth is not fully adequate. Apply 4000 lbs/acre straw or equivalent hydroseeding.	October 25 – December 30 Between December 30 – February 15, add 50 lbs/acre of annual Kobe lespedeza. Apply 4000 lbs/acre straw or equivalent hydroseeding.
SEEDING AMENDMENTS	Apply lime and fertilizer per soil tests, or 2000 lbs/acre limestone and 750 lbs/acre 10–10–10 fertilizer.	Apply lime and fertilizer per soil tests, or 2000 lbs/acre limestone and 750 lbs/acre 10–10–10 fertilizer.

NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING | SEEDING SCHEDULE (SEASONAL) | REV. DATE 10/14/09 | STD. NO. 522.1



Town of Huntersville NORTH CAROLINA
Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

SEEDBED PREPARATION:

1. RIP THE ENTIRE AREA TO 8 INCHES DEPTH AND SPREAD TOPSOIL 3 INCHES DEEP.
2. REMOVE ALL LOOSE ROCK, ROOTS, AND OTHER OBSTRUCTIONS LEAVING SURFACE REASONABLY SMOOTH AND UNIFORM.
3. APPLY ALL AGRICULTURAL LIME, FERTILIZER, AND SUPERPHOSPHATE UNIFORMLY AND MIX WITH SOIL (SEE ADMIXTURES BELOW).
4. CONTINUE TILLAGE UNTIL A WELL PULVERIZED, FIRM, REASONABLY UNIFORM 4 TO 6 INCHES DEEP SEEDBED IS PREPARED.
5. SEED ON A FRESHLY PREPARED SEED BED AND COVER SEED LIGHTLY WITH SEEDING EQUIPMENT OR CULTIPACK AFTER SEEDING.
6. MULCH IMMEDIATELY AFTER SEEDING AND ANCHOR MULCH.
7. INSPECT ALL SEEDED AREAS AND MAKE NECESSARY REPAIRS OR RESEEDING WITHIN THE PLANTING SEASON. IF POSSIBLE, IF STAND SHOULD BE OVER 50% DAMAGED, RESTABLISH FOLLOWING ORIGINAL LIME, FERTILIZER AND SEEDING RATES AND LANDSCAPING PLANS.
8. REFER LANDSCAPING PLANS FOR PERMANENT SEEDING, MULCHING, AND FERTILIZING RATES. ALL AREAS NOT DESIGNATED TO RECEIVE PLANTS SHALL BE SEEDED PER THE LANDSCAPING PLANS.
9. CONSULT SEC ENVIRONMENTAL ENGINEERS ON MAINTENANCE TREATMENT AND FERTILIZATION AFTER PERMANENT COVER IS ESTABLISHED.

ADMIXTURES

AGRICULTURAL LIMESTONE: 2 TONS/ACRE

FERTILIZER: 1,000 LBS/ACRE - 10-10-10

SUPERPHOSPHATE: 500 LBS/ACRE - 20% ANALYSIS

MULCH: 2 TONS/ACRE - SMALL GRAIN STRAW

ANCHOR: ASPHALT EMULSION AT 300 GALS/ACRE

NPDES Stormwater Discharge Permit for Construction Activities (NCG01) | NCDENR/Division of Energy, Mineral and Land Resources

STABILIZATION TIMEFRAMES
(Effective Aug. 3, 2011)

Site Area Description	Stabilization	Timeframe Exceptions
Perimeter dikes, swales, ditches, slopes	7 days	None
High Quality Water (HQW) Zones	7 days	None
Slopes steeper than 3:1	7 days	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed.
Slopes 3:1 or flatter	14 days	7 days for slopes greater than 50' in length.
All other areas with slopes flatter than 4:1	14 days	None, except for perimeters and HQW Zones.

EROSION CONTROL NOTES

1. REFER TO L0.10 FOR GENERAL NOTES
2. REFER TO L0.10 FOR EROSION CONTROL NOTES AND CONSTRUCTION SEQUENCE

KEYED NOTES:

1. CATCH BASIN INLET PROTECTION. SEE DETAIL E ON SHEET L8.00
2. TEMPORARY SILT FENCE. SEE DETAIL A ON SHEET L8.00
3. HARDWARE CLOTH AND GRAVEL INLET PROTECTION. SEE DETAIL C ON SHEET L8.00
4. NOT USED
5. SILT FENCE OUTLET. SEE DETAIL B ON SHEET L8.00
6. STABILIZED CONSTRUCTION ENTRANCE. SEE DETAIL D ON SHEET L8.00
7. TREE PROTECTION FENCE. SEE DETAIL F ON SHEET L8.00

PROJECT NARRATIVE

THE PROJECT INCLUDES THE CONSTRUCTION OF AN URBAN PARK WITH A STAGE, PARKING AREA, AND STREET IMPROVEMENTS ON A PREVIOUSLY DEVELOPED SITE IN DOWNTOWN HUNTERSVILLE, NORTH CAROLINA. ALL DISTURBED SITE ARE DECLURBAN LAND CONTAINS 2-8% SLOPES. THE SITE SLOCATED IN THE VIRGIN RIVER DRAINAGE BASIN AND STORMWATER RUNOFF WILL BE PIPED TO AN UPLAND CREEK TRIBUTUTARY TO SOUTH PRONG CLAPRIE CREEK. A TRIBUTARY OF ROCKY RIVER. APPROXIMATELY 2.26 ACRES WILL BE DISTURBED DURING CONSTRUCTION. SEDIMENTATION AND EROSION WILL BE CONTROLLED THROUGH A COMBINATION OF SILT FENCE AND INLET PROTECTION

ALL EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH N.C. EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, U.S. DEPT. OF AGRICULTURE, AND THE TOWN OF HUNTERSVILLE'S ENGINEERING STANDARDS AND PROCEDURES MANUAL.

TOTAL AREA OF DISTURBANCE = 2.26 AC

EROSION CONTROL LEGEND

- SILT FENCE
- TREE PROTECTION
- LIMITS OF DISTURBANCE
- HARDWARE CLOTH & GRAVEL INLET PROTECTION
- CATCH BASIN INLET PROTECTION
- SILT FENCE OUTLET
- TEMPORARY CONSTRUCTION ENTRANCE
- KEYED NOTE

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL JAMES R. BAYSINGER

Issued for:

No	Date	Description

0 10 20 40 NORTH
Scale 1" = 20'

Title: **EROSION CONTROL PLAN**

Project number: X13034 Sheet:
Date: 09.21.2016
Drawn by: DLG
Approved by: JRB

L3.00

EXHIBIT B

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

KEYED NOTES:

1. CATCH BASIN INLET PROTECTION. SEE DETAIL E ON SHEET L8.00.
2. TEMPORARY SILT FENCE. SEE DETAIL A ON SHEET L8.00.
3. HARDWARE CLOTH AND GRAVEL INLET PROTECTION. SEE DETAIL C ON SHEET L8.00.
4. N/A
5. SILT FENCE OUTLET. SEE DETAIL B ON SHEET L8.00
6. N/A
7. TREE PROTECTION FENCE. SEE DETAIL F ON SHEET L8.00

EROSION CONTROL NOTES

1. REFER TO L0.10 FOR GENERAL NOTES.
2. REFER TO L0.10 FOR EROSION CONTROL NOTES AND CONSTRUCTION SEQUENCE

EROSION CONTROL LEGEND

- SF — SILT FENCE
- TF — TREE PROTECTION
- LIMITS OF DISTURBANCE
- HARDWARE CLOTH & GRAVEL INLET PROTECTION
- CATCH BASIN INLET PROTECTION
- SILT FENCE OUTLET
- TEMPORARY CONSTRUCTION ENTRANCE
- KEYED NOTE

ALL EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH N.C. EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, U.S. DEPT. OF AGRICULTURE, AND THE TOWN OF HUNTERSVILLE'S ENGINEERING STANDARDS AND PROCEDURES MANUAL

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architect: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 2 JAMES R. BAYSINGER

Issued for:

No	Date	Description

0 10 20 30 NORTH

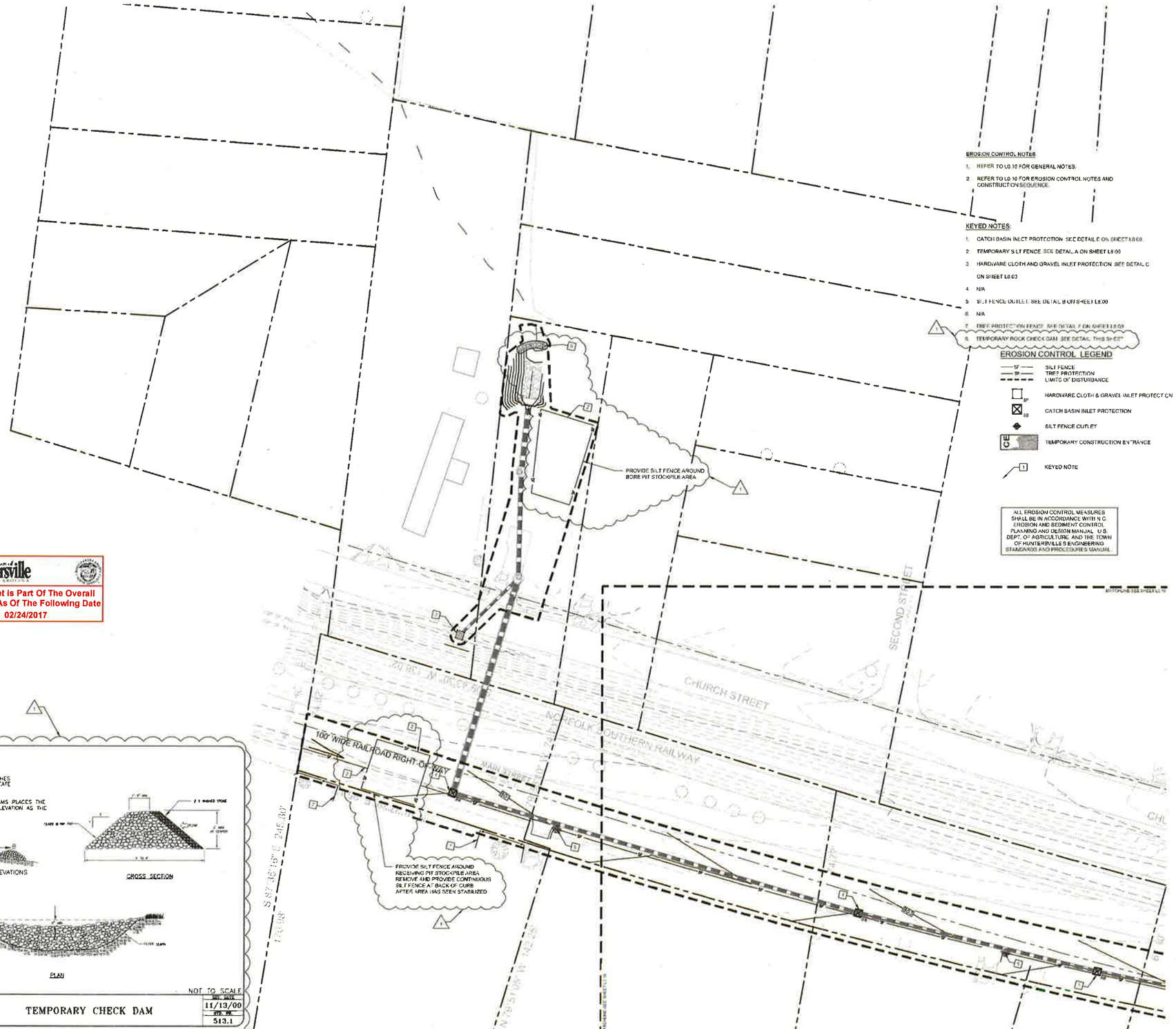
Scale 1" = 20'

Title: **EROSION CONTROL PLAN**

Project number: 3413004 Sheet
Date: 09 21 2016
Drawn by: DLS
Approved by: JRB

L3.10

EXHIBIT B



Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

EROSION CONTROL NOTES

1. REFER TO L0.10 FOR GENERAL NOTES.
2. REFER TO L0.10 FOR EROSION CONTROL NOTES AND CONSTRUCTION SEQUENCE.

KEYED NOTES:

1. CATCH BASIN INLET PROTECTION. SEE DETAIL E ON SHEET L8.00.
2. TEMPORARY SILT FENCE. SEE DETAIL A ON SHEET L8.00
3. HARDWARE CLOTH AND GRAVEL INLET PROTECTION. SEE DETAIL C ON SHEET L8.00
4. N/A
5. SILT FENCE OUTLET. SEE DETAIL B ON SHEET L8.00
6. N/A
7. TREE PROTECTION FENCE. SEE DETAIL F ON SHEET L8.00
8. TEMPORARY ROCK CHECK DAM. SEE DETAIL THIS SHEET

EROSION CONTROL LEGEND

- SF — SILT FENCE
- TP — TREE PROTECTION
- LOD — LIMITS OF DISTURBANCE
- IP — HARDWARE CLOTH & GRAVEL INLET PROTECTION
- IB — CATCH BASIN INLET PROTECTION
- SILT FENCE OUTLET
- TEMPORARY CONSTRUCTION ENTRANCE
- 1 — KEYED NOTE

ALL EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH N.C. EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, U.S. DEPT. OF AGRICULTURE, AND THE TOWN OF HUNTERSVILLE'S ENGINEERING STANDARDS AND PROCEDURES MANUAL.

GENERAL NOTES:

1. RIPRAP SIZE TO BE DESIGNED BY ENGINEER.
2. CHECK DAMS MAY BE USED IN SLOPING DITCHES OR CHANNELS TO SLOW VELOCITY OR TO CREATE SEDIMENT TRAPS.
3. ENSURE THAT MAXIMUM SPACING BETWEEN DAMS PLACES THE TOE OF THE UPSTREAM DAM AT THE SAME ELEVATION AS THE DOWNSTREAM DAM (SEE DIAGRAM BELOW).

MAXIMUM SPACING

A AND B ARE AT EQUAL ELEVATIONS

CROSS SECTION

PLAN

NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING

TEMPORARY CHECK DAM

EFF. DATE	11/13/09
STD. NO.	513.1

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project

VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 22 JAMES R. BASSINGER

Issued for:

No	Date	Description
1	09.21.16	HCDP'S COMMENTS

0 10 20 30 NORTH

Scale 1" = 20'

Title

EROSION CONTROL PLAN

Project number: X13034 Sheet:
Date: 09.21.2016
Drawn by: DLS
Approved by: JRS

L3.20

EXHIBIT B

MAIN STREET		
Line #	Length	Direction
L1	182.95	N2° 41' 08.90"W

MAIN STREET						
Curve #	Radius	Length	Chord Direction	Tangent	Bearing	Delta
C1	3326.51	188.45	N8° 41' 52.19"W	94.25	N8° 41' 52"W	3°14'45"
C2	2911.40	58.44	N3° 27' 36.74"W	33.22	N3° 27' 37"W	1°18'27"
C3	3777.81	821.73	N4° 41' 53.65"E	412.49	N4° 41' 54"E	12°27'46"
C4	7828.20	124.79	N10° 27' 38.78"E	62.40	N10° 27' 39"E	0°56'15"

MAXWELL AVENUE		
Line #	Length	Direction
L4	133.98	N10° 01' 09.63"W
L5	252.88	N8° 09' 12.33"W

SITE NOTES:

1. REFER TO SHEET L0.10 FOR GENERAL NOTES
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE CONSTRUCTION LAYDOWN AREA, PERIMETER FENCE, AND ASSOCIATED GATES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE REMOVAL OF THE CONSTRUCTION LAYDOWN AREA PERIMETER FENCE AND ASSOCIATED GATES AT THE COMPLETION OF THE PROJECT.
3. ALL CONSTRUCTION TRAFFIC SHALL ENTER SITE FROM THE CONSTRUCTION ENTRANCE DENOTED ON THE EROSION CONTROL PLAN, SHEET L2.00, UNLESS OTHERWISE APPROVED IN WRITING FROM THE OWNER'S REPRESENTATIVE FOR AN ALTERNATE POINT OF ACCESS.
4. REFER TO ARCHITECTURAL PLANS FOR STAGE CANOPY PLANS
5. ALL DIMENSIONS ARE IN FEET TO OUTSIDE FACE OF BUILDINGS, TO CENTERLINES, AND/OR FACE OF CURB UNLESS OTHERWISE NOTED.
6. SIDEWALK OR WALKWAYS ADJACENT TO PARKING SPACES SHALL BE A MINIMUM 8.5' WIDE AS MEASURED FROM THE FACE OF CURB, OR WHEEL STOPS SHALL BE PROVIDED WHEN APPLICABLE FOR PARKING LOTS.
7. SIGHT TRIANGLES - NOTHING OVER 30" HIGH SHALL BE ALLOWED WITHIN THE SIGHT DISTANCE TRIANGLES.
8. THE SITE SHALL BE STABILIZED AND SEEDED PRIOR TO ISSUANCE OF A BUILDING CERTIFICATE OR OCCUPANCY. (SEE LANDSCAPE PLAN, SHEET L7.00 AND SPECIFICATIONS FOR SEEDBED PREPARATION AND SEEDING INSTRUCTION.
9. CABOOSE TO BE SET IN PLACE AFTER THE COMPLETION AND APPROVAL BY LANDSCAPE ARCHITECT OF THE BASE AND TRACK INSTALLATION. REFER TO DETAILS A/L8.22 AND A/L8.23 FOR RAILROAD ASSEMBLY AND CABOOSE SETTING INFORMATION.
10. ALL CONSTRUCTION OCCURRING INSIDE THE FACE OF CURB LINE TO BE PAVE BID. ALL CONSTRUCTION OCCURRING OUTSIDE THE FACE OF CURB LINE TO BE ALTERNATE 1.
11. REFER TO TOWN'S MAIN STREET ROADWAY PLANS FOR ALL WORK WITHIN THE RIGHT-OF-WAY FOR MAIN STREET AND HUNTERSVILLE-CONCORD ROAD ROAD IMPROVEMENTS

SIGNAGE, STRIPING, AND MARKING NOTES:

1. ALL INTERNAL SIGNAGE SHALL BE COORDINATED WITH OWNER FOR ACTUAL LOCATION AT TIME OF INSTALLATION. SIGNAGE LEADING ONTO PUBLIC THOROUGHFARE SHALL BE INSTALLED AT RIGHT OF WAY PER DOT STANDARDS
2. ALL LOT STRIPING (EXCEPT INDIVIDUAL PARKING BAY STRIPING) AND DIRECTIONAL ARROWS SHALL BE THERMOPLASTIC REFLECTIVE PAINT. MATERIAL SHALL CONFORM TO NCDOT STANDARDS AND SPECIFICATIONS. PARKING BAY STRIPING SHALL BE WHITE REFLECTIVE PAINT.
3. CROSSWALKS SHALL BE CONSTRUCTED OF THERMOPLASTIC MATERIALS AND CONSTRUCTED IN ACCORDANCE WITH STATE DOT SPECIFICATIONS. CONTRACTOR TO INSTALL CROSSWALKS IN SUCH A MANNER THAT CROSSWALKS ARE ALIGNED BETWEEN HANDICAPPED/WALKWAY ACCESS POINTS OR PERPENDICULAR TO THE ROADWAY / DRIVE LANE.
4. ADA SYMBOLS SHOWN THESE DRAWINGS ARE FOR LOCATION PURPOSES ONLY AND NOT INTENDED TO BE PAINTED. CONTRACTOR RESPONSIBLE FOR INSTALLING ALL REQUIRED ADA SIGNAGE
5. REFER TO SHEET L8.25 FOR PAVEMENT STRIPING DETAILS.

KEYED NOTES:

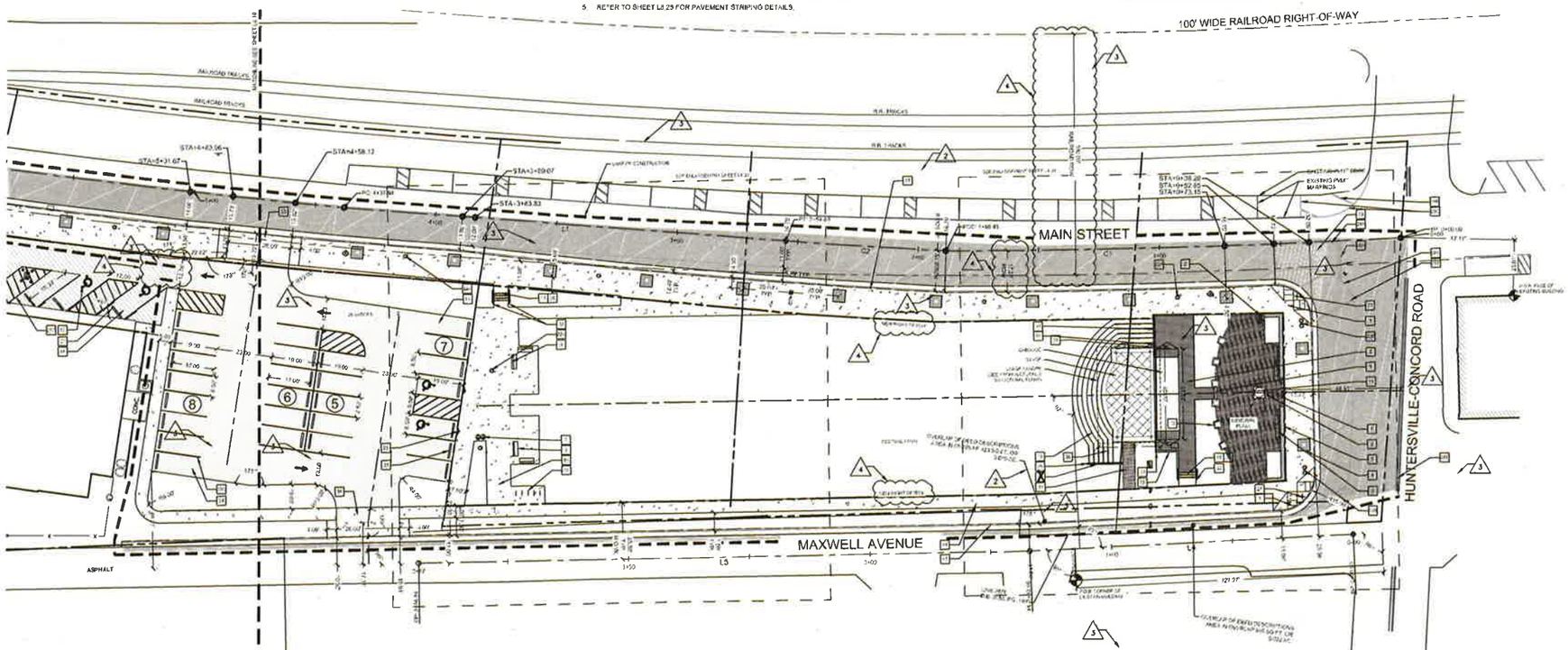
1. ACCESSIBLE RAMP (SEE DETAILS D/L8.20)
2. TRASH AND RECYCLE RECEPTACLES (OWNER PROVIDED, SURFACE MOUNTED BY CONTRACTOR)
3. BENCH (OWNER PROVIDED) (SURFACE MOUNTED BY CONTRACTOR)
4. TREE GRATE IN CONCRETE (SEE DETAILS C-D/L8.40)
5. STONE SEAT WALL (SEE DETAIL C/L8.22)
6. GRANITE GLOBE FOUNTAIN (SEE DETAILS D F/L8.22)
7. PERMEABLE BRICK PAVERS (SEE DETAIL H/L8.21) 500 SF OF BRICKS TO BE SUPPLIED TO TOWN OF HUNTERSVILLE FOR NAME ENGRAVING. ENGRAVED BRICKS TO BE MIXED IN WITH WITH THE REST OF THE BRICKS IN THE MEMORIAL PLAZA. BRICKS TO BE INSTALLED IN RUNNING BOND PARALLEL TO SIDEWALK ALONG HUNTERSVILLE-CONCORD ROAD. EDGES OF PLAZA TO BE LINED WITH SOLDIER COURSE OF BRICKS
8. PERMEABLE BRICK PAVERS (SEE DETAIL H/L8.21) BRICKS TO MATCH MEMORIAL PLAZA. BRICKS TO BE INSTALLED IN RUNNING BOND PERPENDICULAR TO CABOOSE AND TO BRICKS IN MEMORIAL PLAZA
9. CONCRETE RAND TRANSITION (SEE DETAIL J/L8.21)
10. ICEHOUSE RECLAIMED BRICK PAVER (SEE DETAIL G/L8.21)
11. FLAG POLE (SEE DETAIL D/L8.23)
12. ASPHALT REINFORCING (SEE DETAIL F/L8.21)
13. STONE PILLAR (SEE DETAIL B/L8.22)
14. CONCRETE STEPS W/ CHEEK WALLS AND HANDRAILS. 6" RISER / 12" TREAD (SEE DETAIL B/L8.23)
15. STAGE RETAINING WALL (SEE SECT ON DETAIL A/L8.22)
16. PARKING SPACE STANDARDS (SEE DETAIL H/L8.23)
17. STANDARD 2.5' CURB AND GUTTER (SEE DETAIL A/L8.20)
18. CONCRETE SIDEWALK (SEE DETAIL C/L8.20)
19. STAGE TERRACES (SEE DETAIL G/L8.3)
20. ACCESSIBLE PARKING SIGNAGE (SEE DETAIL B/L8.21)
21. CONCRETE WHEEL STOPS (SEE DETAIL F/L8.21)
22. PEDESTRIAN LIGHTING (SEE DETAIL C/L8.22)
    A. SINGLE FIXTURE LIGHT POLE (BY UTILITY COMPANY)
    B. DOUBLE FIXTURE LIGHT POLE (BY UTILITY COMPANY)
23. BIKE RACK (OWNER PROVIDED, CONTRACTOR TO INSTALL)
24. ASPHALT PARKING PAVEMENT (SEE DETAIL C/L8.21)
25. DRIVEWAY APRON (SEE DETAIL A/L8.21)
26. LOCAL TYPICAL STREET SECTION (SEE DETAIL H/L8.20)
27. STREET SIGN (OWNER PROVIDED, CONTRACTOR TO INSTALL)
28. PAVEMENT MARKING REFER TO SHEET L8.25 FOR DETAILS.
    A. STOP BAR, WHITE (24")
    B. GORE LINE, WHITE (8")
    C. EDGE LINE, WHITE (4")
    D. EDGE LINE, YELLOW (4")
    E. CENTER LINE, (2) PARALLEL 6" WIDE YELLOW LINES SPACED 4" APART
29. STAGE STAIR SECTION 1 (SEE DETAIL A / L8.24)
30. STAGE STAIR SECTION 2 (SEE DETAIL B / L8.24)
31. GUARDRAIL ALONG CABOOSE AND CENTER ON RETAINING WALL BEHIND ICE HOUSE STAGE (SEE DETAIL E / L8.23)
32. HANDRAIL CENTER ON RETAINING WALL (SEE DETAIL B / L8.23)
33. COMMERCIAL TYPE I AND RESIDENTIAL TYPE I DROP CURB DRIVEWAY WITH SIDEWALK ABUTTING CURB (2' 6" CURB AND GUTTER) (SEE DETAIL K / L8.21)
34. COMMERCIAL DROP CURB TYPE II DRIVEWAY WITH PLANTING STRIP (2'6" CURB AND GUTTER) (SEE DETAIL C / L8.23)
35. GUARDRAIL CENTER ON CHEEK WALL (SEE DETAIL E / L8.23)
36. ABRASIVE CAST ALUMINUM STAIR NOSING 2'MIN WIDTH
37. "DO NOT ENTER" SIGN TO BE INSTALLED

SITE LEGEND

- CONCRETE SIDEWALK
- 8" CONCRETE @ DELIVERY APRONS
- BRICK SIDEWALK
- LIGHT DUTY ASPHALT PAVEMENT
- LOCAL STREET ASPHALT
- ASPHALT RESURFACING
- CURB & GUTTER
- PIANO STYLE CROSSWALK
- SIGN
- ADA PARKING SPACE
- CONCRETE WALL
- WHEEL STOP
- BIKE RACK (PROVIDED BY OWNER)
- BENCH (PROVIDED BY OWNER)
- TRASH RECEPTACLE (PROVIDED BY OWNER)
- RECYCLE RECEPTACLE (PROVIDED BY OWNER)
- SINGLE FIXTURE LIGHT POLE
- DOUBLE FIXTURE LIGHT POLE
- KEY NOTE
- FIRE HYDRANT

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017



SITE DATA

SITE ADDRESS:	201 HUNTERSVILLE-CONCORD RD HUNTERSVILLE, NC 28078	
PARCEL IDs:	VETERANS PARK PARCELS: 01903215 - 0.252 AC 01903213 - 0.560 AC 01903212 - 0.284 AC	AMERICAN LEGION PARCELS: 01903210 - 0.792 AC 01903209 - 0.789 AC
OWNER:	TOWN OF HUNTERSVILLE & AMERICAN LEGION	
CURRENT ZONING:	TOWN CENTER DISTRICT (TC), NR	
FIRM MAP#:	3710465001 - 03.02.09	

PROPERTY TYPE: CIVIC
PARKING: NO PARKING REQUIRED
24 STANDARD SPACES PROVIDED
2 ACCESSIBLE SPACES PROVIDED

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal:

Issued for:

No.	Date	Description
2	11/07/2016	[illegible]
3	12.20.2016	LUBER COMMENTS
4	02.02.2017	LUBER COMMENTS

0 10 20 40 NORTH

Scale 1" = 20'

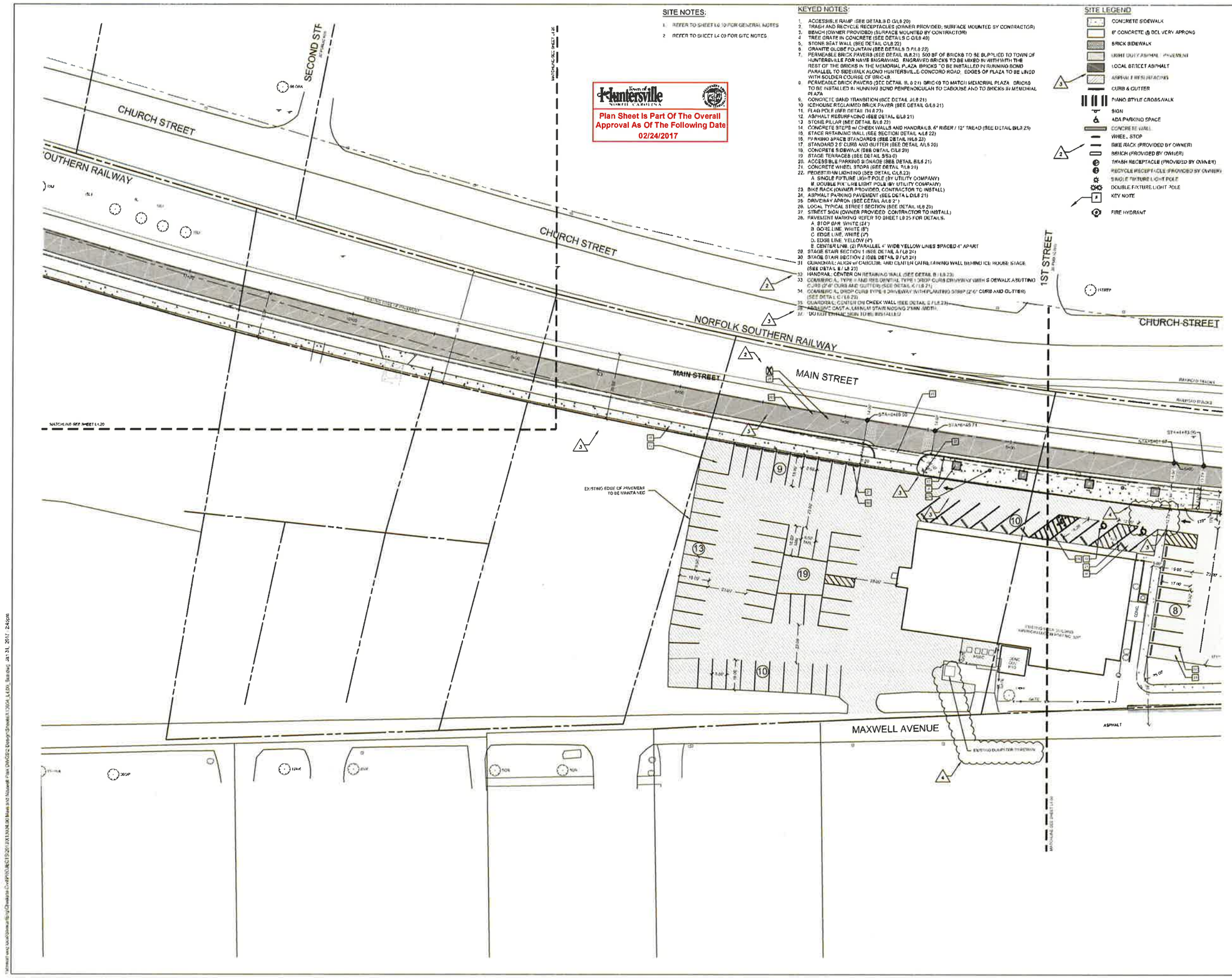
Title: **LAYOUT PLAN**

Project number: 113034 Sheet
Date: 09.21.2016
Drawn by: MRB/EMB
Approved by: DRB

L4.00

G:\PROJECTS\201 BATMAN X Main and Maxwell Park\DWG\2-Design\Sheets\11.01\L_L4.00 Site Layout Feb 07, 2017 9:53am

EXHIBIT B


SITE NOTES:
1. REFER TO SHEET L0.10 FOR GENERAL NOTES
2. REFER TO SHEET L4.00 FOR SITE NOTES.
KEYED NOTES:
1. ACCESSIBLE RAMP (SEE DETAIL B D/L8.20)
2. TRASH AND RECYCLE RECEPTACLES (OWNER PROVIDED, SURFACE MOUNTED BY CONTRACTOR)
3. BENCH (OWNER PROVIDED) (SURFACE MOUNTED BY CONTRACTOR)
4. TREE GRATE IN CONCRETE (SEE DETAILS C D/L8.40)
5. STONE SEAT WALL (SEE DETAIL C/L8.22)
6. GRANITE GLOBE FOUNTAIN (SEE DETAILS D F/L8.22)
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9. CONCRETE BAND TRANSITION (SEE DETAIL J/L8.21)
10. ICEHOUSE REGLAIMED BRICK PAVER (SEE DETAIL G/L8.21)
11. FLAG POLE (SEE DETAIL (N/L8.23)
12. ASPHALT RESURFACING (SEE DETAIL B/L8.21)
13. STONE PILLAR (SEE DETAIL B/L8.22)
14. CONCRETE STEPS W/ CHEEK WALLS AND HANDRAILS, 6" RISER / 12" TREAD (SEE DETAIL B/L8.23)
15. STAGE RETAINING WALL (SEE SECTION DETAIL A/L8.22)
16. PARKING SPACE STANDARDS (SEE DETAIL H/L8.23)
17. STANDARD 2'6" CURB AND GUTTER (SEE DETAIL A/L8.20)
18. CONCRETE SIDEWALK (SEE DETAIL C/L8.20)
19. STAGE TERRACES (SEE DETAIL S/S3.0)
20. ACCESSIBLE PARKING SIGNAGE (SEE DETAIL B/L8.21)
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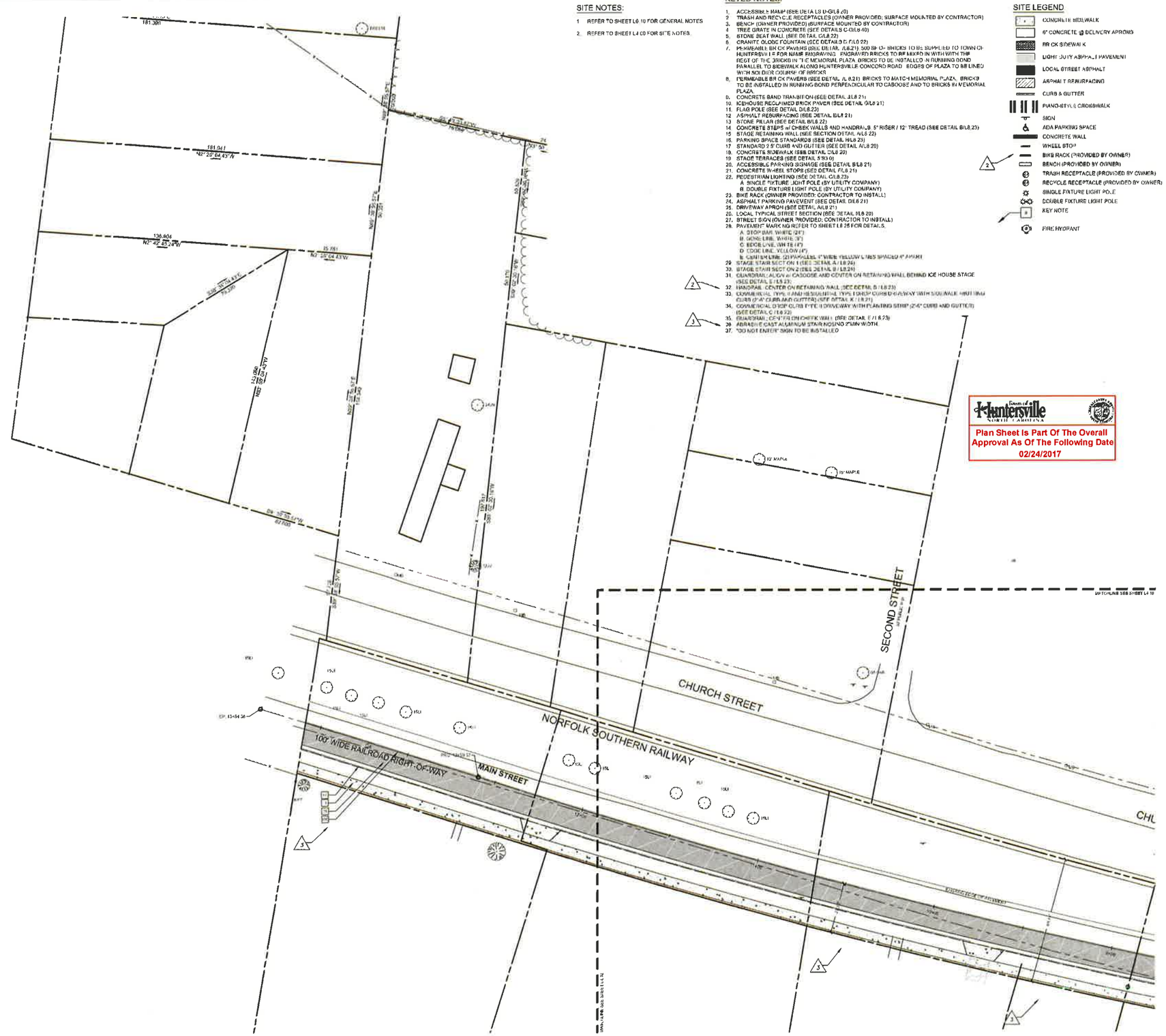
35. GUARDRAIL, CENTER ON CHEEK WALL (SEE DETAIL E / L8.23)
36. ADA SYNC CAST ALUMINUM STAIR NOSING 2'MIN WIDTH.
37. DO NOT CHANGE SIGN TO BE INSTALLED
SITE LEGEND
CONCRETE SIDEWALK
6" CONCRETE @ DCL VERY APRONS
BRICK SIDEWALK
LIGHT DUTY ASPHALT PAVEMENT
LOCAL STREET ASPHALT
ASPHALT RESURFACING
CURB & GUTTER
PIANO STYLE CROSSWALK
SIGN
ADA PARKING SPACE
CONCRETE WALL
WHEEL STOP
BIKE RACK (PROVIDED BY OWNER)
BENCH (PROVIDED BY OWNER)
TRASH RECEPTACLE (PROVIDED BY OWNER)
RECYCLE RECEPTACLE (PROVIDED BY OWNER)
SINGLE FIXTURE LIGHT POLE
DOUBLE FIXTURE LIGHT POLE
KEY NOTE
FIRE HYDRANT
Town of Huntersville NORTH CAROLINA
Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017
SECOND STR
CHURCH STREET
SOUTHERN RAILWAY
CHURCH STREET
NORFOLK SOUTHERN RAILWAY
MAIN STREET
MAIN STREET
1ST STREET
CHURCH STREET
MAXWELL AVENUE
EXISTING EDGE OF PAVEMENT TO BE MAINTAINED
MATCHLINE SEE SHEET L4.20
MATCHLINE SEE SHEET L4.00
STEWART
Client
Town of Huntersville NORTH CAROLINA
Architects
insight ARCHITECTS
Project
VETERANS PARK AT MAIN AND MAXWELL
Sheet Index Map
Seal
Issued for
No Date Description
2 11/07/2016 Addendum #2
1 12/16/2016 IUDSX COMMENTS
4 03/03/2017 IUDSX COMMENTS
0 10 20 40 NORTH
Scale 1" = 20'
Title
LAYOUT PLAN
Project number X13054 Sheet
Date: 09.21.2016
Drawn by: MRB/EMB
Approved by: SKB
L4.10

EXHIBIT B



SITE NOTES:

1. REFER TO SHEET L0.10 FOR GENERAL NOTES
2. REFER TO SHEET L4.00 FOR SITE NOTES.

KEYED NOTES:

1. ACCESSIBLE RAMP (SEE DETAIL L0.0/L8.20)
2. TRASH AND RECYCLE RECEPTACLES (OWNER PROVIDED; SURFACE MOUNTED BY CONTRACTOR)
3. BENCH (OWNER PROVIDED) (SURFACE MOUNTED BY CONTRACTOR)
4. TREE GRATE IN CONCRETE (SEE DETAILS C-0/L8.40)
5. STONE SEAT WALL (SEE DETAIL C/L8.22)
6. GRANITE GLOBE FOUNTAIN (SEE DETAILS D/L0.22)
7. PERMEABLE BRICK PAVERS (SEE DETAIL J/L8.21) 500 SF OF BRICKS TO BE SUPPLIED TO TOWN OF HUNTERSVILLE FOR NAME ENGRAVING. ENGRAVED BRICKS TO BE MIXED IN WITH THE REST OF THE BRICKS IN THE MEMORIAL PLAZA. BRICKS TO BE INSTALLED IN RUNNING BOND PARALLEL TO SIDEWALK ALONG HUNTERSVILLE CONCORD ROAD. EDGES OF PLAZA TO BE LINED WITH SOLDIER COURSE OF BRICKS.
8. PERMEABLE BRICK PAVERS (SEE DETAIL J/L8.21) BRICKS TO MATCH MEMORIAL PLAZA. BRICKS TO BE INSTALLED IN RUNNING BOND PERPENDICULAR TO CABOOSE AND TO BRICKS IN MEMORIAL PLAZA.
9. CONCRETE BAND TRANSITION (SEE DETAIL J/L8.21)
10. ICEHOUSE RECLAIMED BRICK PAVER (SEE DETAIL G/L8.21)
11. FLAG POLE (SEE DETAIL D/L8.23)
12. ASPHALT RESURFACING (SEE DETAIL B/L8.21)
13. STONE PILLAR (SEE DETAIL B/L8.22)
14. CONCRETE STEPS w/ CHEEK WALLS AND HANDRAILS. 5" RISER / 12" TREAD (SEE DETAIL B/L8.23)
15. STAGE RETAINING WALL (SEE SECTION DETAIL A/L8.22)
16. PARKING SPACE STANDARDS (SEE DETAIL H/L8.21)
17. STANDARD 2.5' CURB AND GUTTER (SEE DETAIL A/L8.20)
18. CONCRETE SIDEWALK (SEE DETAIL C/L8.20)
19. STAGE TERRACES (SEE DETAIL E/L8.20)
20. ACCESSIBLE PARKING SIGNAGE (SEE DETAIL B/L8.21)
21. CONCRETE WHEEL STOPS (SEE DETAIL F/L8.21)
22. PEDESTRIAN LIGHTING (SEE DETAIL C/L8.23)
    A. SINGLE FIXTURE LIGHT POLE (BY UTILITY COMPANY)
    B. DOUBLE FIXTURE LIGHT POLE (BY UTILITY COMPANY)
23. BIKE RACK (OWNER PROVIDED; CONTRACTOR TO INSTALL)
24. ASPHALT PARKING PAVEMENT (SEE DETAIL D/L8.21)
25. DRIVEWAY APRON (SEE DETAIL A/L8.21)
26. LOCAL TYPICAL STREET SECTION (SEE DETAIL H/L8.20)
27. STREET SIGN (OWNER PROVIDED; CONTRACTOR TO INSTALL)
28. PAVEMENT MARKING (REFER TO SHEET L8.26 FOR DETAILS.
    A. STOP BAR, WHITE (24")
    B. CONE LINE, WHITE (3")
    C. EDGE LINE, WHITE (4")
    D. CODE LINE, YELLOW (4")
    E. CENTER LINE: (2) PARALLEL 4" WIDE YELLOW LINES SPACED 4" APART
29. STAGE STAIR SECTION 1 (SEE DETAIL A / L8.24)
30. STAGE STAIR SECTION 2 (SEE DETAIL B / L8.24)
31. GUARDRAIL: ALIGN w/ CABOOSE AND CENTER ON RETAINING WALL BEHIND ICE HOUSE STAGE (SEE DETAIL E / L8.23)
32. HANDRAIL: CENTER ON RETAINING WALL (SEE DETAIL B / L8.23)
33. COMMERCIAL TYPE II AND RESIDENTIAL TYPE I DROP CURB DRIVEWAY WITH SIDEWALK THRU THE CURB (24" CURB AND GUTTER) (SEE DETAIL K / L8.21)
34. COMMERCIAL DROP CURB TYPE II DRIVEWAY WITH PLANTING STRIP (24" CURB AND GUTTER) (SEE DETAIL C / L8.22)
35. GUARDRAIL: CENTER ON CHEEK WALL (SEE DETAIL E / L8.23)
36. ABRASIVE CAST ALUMINUM STAIR NOSING 2" MIN WIDTH.
37. "DO NOT ENTER" SIGN TO BE INSTALLED

SITE LEGEND

- CONCRETE SIDEWALK
- 6" CONCRETE @ DELIVERY APRONS
- BRICK SIDEWALK
- LIGHT DUTY ASPHALT PAVEMENT
- LOCAL STREET ASPHALT
- ASPHALT RESURFACING
- CURB & GUTTER
- PIANO-STYLE CROSSWALK
- SIGN
- ADA PARKING SPACE
- CONCRETE WALL
- WHEEL STOP
- BIKE RACK (PROVIDED BY OWNER)
- BENCH (PROVIDED BY OWNER)
- TRASH RECEPTACLE (PROVIDED BY OWNER)
- RECYCLE RECEPTACLE (PROVIDED BY OWNER)
- SINGLE FIXTURE LIGHT POLE
- DOUBLE FIXTURE LIGHT POLE
- KEY NOTE
- FIRE HYDRANT

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal:

Issued for:

No	Date	Description
2	10/07/2016	[illegible]
3	12/06/2016	LUESA COMMENTS

0 10 20 40 NORTH

Scale: 1" = 20'

Title: LAYOUT PLAN

Project number: 3413004 Sheet
Date: 09.21.2015
Drawn by: MRB/EMB
Approved by: JRB

L4.20

EXHIBIT B

SITE NOTES:

1. REFER TO SHEET L0.10 FOR GENERAL NOTES.
2. REFER TO SHEET L4.00 FOR SITE NOTES.

KEYED NOTES:

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2. TRASH AND RECYCLE RECEPTACLES (OWNER PROVIDED. SURFACE MOUNTED BY CONTRACTOR)
3. BENCH (OWNER PROVIDED) (SURFACE MOUNTED BY CONTRACTOR)
4. TREE GRATE IN CONCRETE (SEE DETAILS C-0/L3.40)
5. STONE SEAT WALL (SEE DETAIL C/L8.22)
6. GRANITE GLOBE FOUNTAIN (SEE DETAILS D-F/L8.22)
7. PERMEABLE BRICK PAVERS (SEE DETAIL L8.21). 500 SF OF BRICKS TO BE SUPPLIED TO TOWN OF HUNTERSVILLE FOR NAME ENGRAVING. ENGRAVED BRICKS TO BE MIXED IN WITH WITH THE REST OF THE BRICKS IN THE MEMORIAL PLAZA. BRICKS TO BE INSTALLED IN RUNNING BOND PARALLEL TO SIDEWALK ALONG HUNTERSVILLE-CONCORD ROAD. EDGES OF PLAZA TO BE LINED WITH SOLDIER COURSE OF BRICKS.
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15. STAGE RETAINING WALL (SEE SECTION DETAIL A/L8.22)
16. PARKING SPACE STANDARDS (SEE DETAIL H/L8.23)
17. STANDARD 2.5' CURB AND GUTTER (SEE DETAIL A/L5.30)
18. CONCRETE SIDEWALK (SEE DETAIL C/L8.20)
19. STAGE TERRACES (SEE DETAIL 5/S3.3)
20. ACCESSIBLE PARKING SIGNAGE (SEE DETAIL B/L8.21)
21. CONCRETE WHEEL STOPS (SEE DETAIL F/L8.21)
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    A. SINGLE FIXTURE LIGHT POLE (BY UTILITY COMPANY)
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25. DRIVEWAY APRON (SEE DETAIL A/L8.21)
26. LOCAL TYPICAL STREET SECTION (SEE DETAIL E/L8.20)
27. STREET SIGN (OWNER PROVIDED; CONTRACTOR TO INSTALL)
28. PAVEMENT MARKING REPAIR TO SHEET L5.20 FOR DETAILS
    A. STOP BAR, WHITE (24")
    B. GORE LINE, WHITE (6")
    C. EDGE LINE, WHITE (4")
    D. EDGE LINE, YELLOW (4")
    E. CENTER LINE, (2) PARALLEL 4" WIDE YELLOW LINES SPACED 4" APART
29. STAGE STAIR SECTION 1 (SEE DETAIL A / L8.24)
30. STAGE STAIR SECTION 2 (SEE DETAIL B / L8.24)
31. GUARDRAIL ALONG CABOOSE AND CENTER ON RETAINING WALL, BEHIND ICE HOUSE STAGE (SEE DETAIL E / L8.23)
32. HANDRAIL, CENTER ON RETAINING WALL (SEE DETAIL B / L8.23)
33. COMMERCIAL TYPE I AND RESIDENTIAL TYPE I DROP CURB DRIVEWAY WITH SIDEWALK ABUTTING CURB (2-6" CURB AND GUTTER) (SEE DETAIL K / L8.21)
34. COMMERCIAL DROP CURB TYPE II DRIVEWAY WITH PLANTING STRIP (2-6" CURB AND GUTTER) (SEE DETAIL C / L8.21)
35. GUARDRAIL, CENTER ON CHEEK WALL (SEE DETAIL C / L8.23)
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- KEY NOTE
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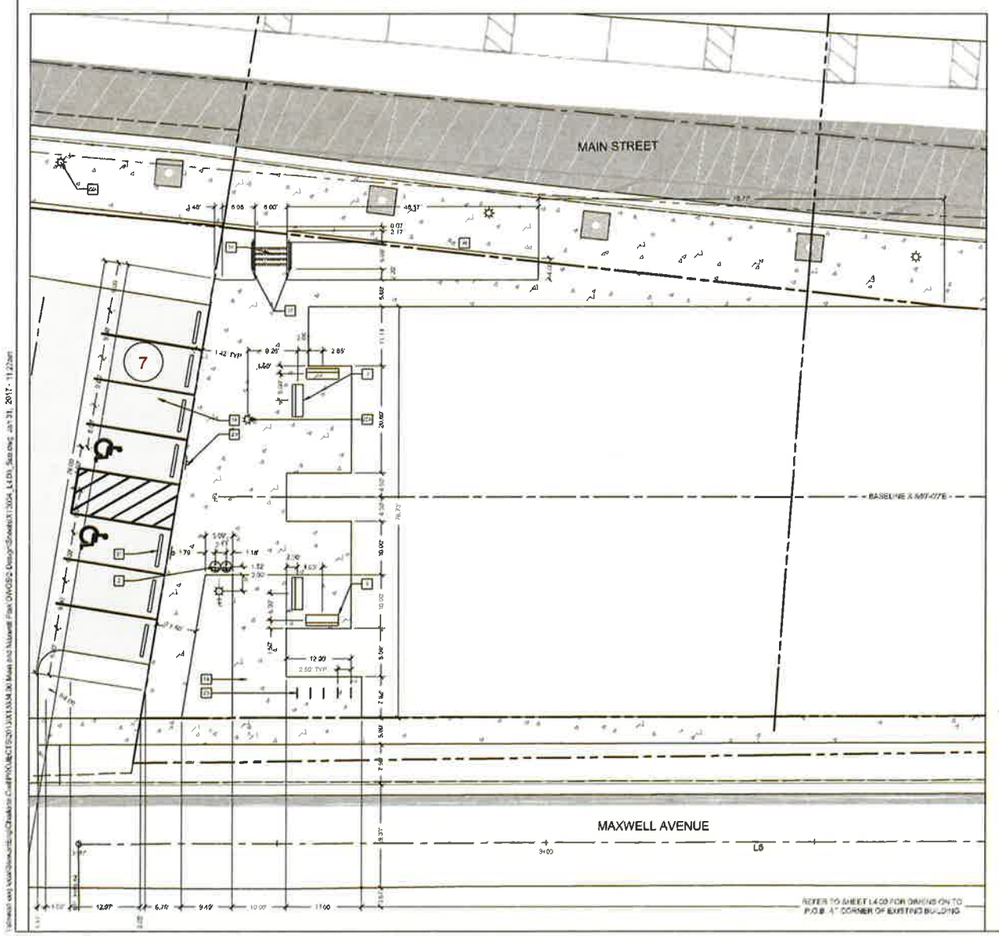
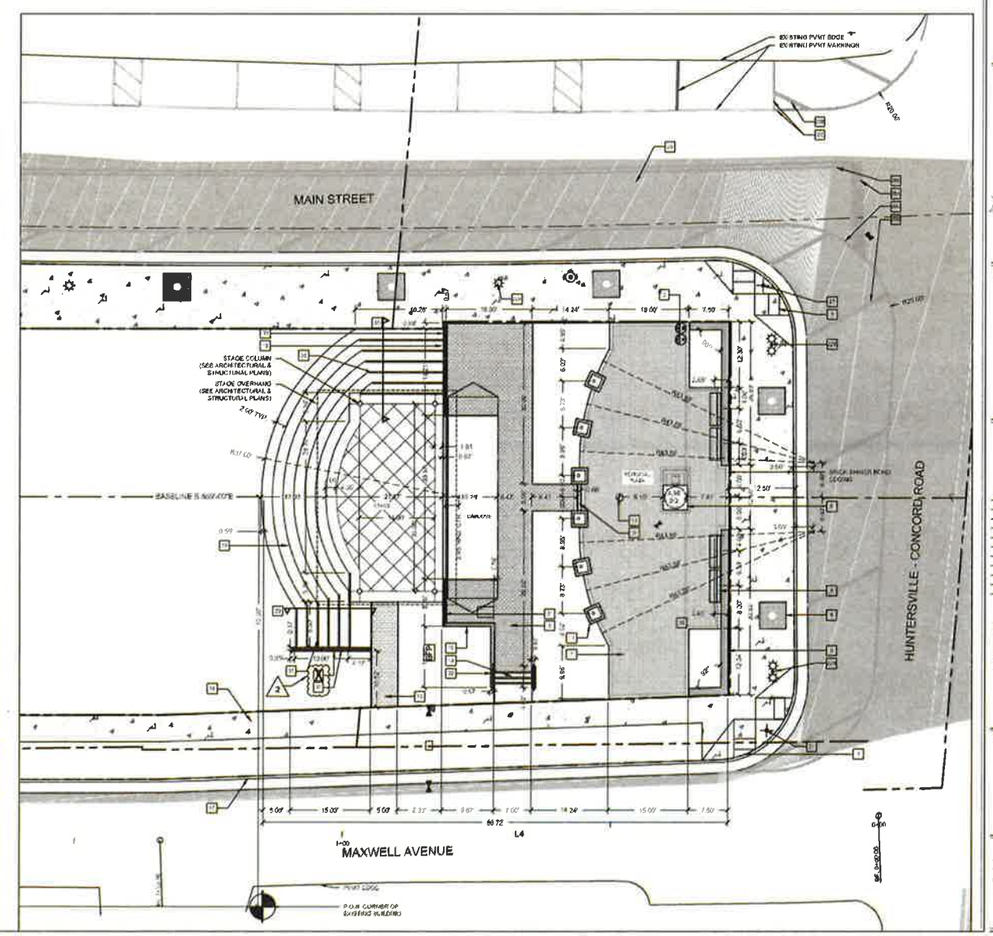
Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017





STEWART

Client: Town of Huntersville NORTH CAROLINA

Architect: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal: NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1332 — 02/24/17

Issued for:

No.	Date	Description
2	10/5/2016	Addendum #2
1	12/13/2016	AHJ/HOA COMMENTS

0 5 10 20 NORTH

Scale 1" = 10'

Title: **LAYOUT ENLARGEMENTS**

Project number 113034 Sheet

Date: 09/21/2016
Drawn by: MRB/EMB
Approved by: SRB

L4.30

EXHIBIT B

BMP CONSTRUCTION SEQUENCE NOTES

1. CALL THE WATER QUALITY INSPECTOR TO SET UP A BMP PRE-CONSTRUCTION MEETING PRIOR TO STARTING ANY WORK ON BMPS. THIS MEETING SHOULD TAKE PLACE AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY BMP AND SHALL INCLUDE THE DESIGN ENGINEER TO ENSURE ENGINEER INSPECTIONS ARE PERFORMED AT KEY BMP INSTALLATION PHASES.
2. THE DESIGN ENGINEER MUST VERIFY AND CERTIFY THE DRAINAGE AREA IS PROPERLY STABILIZED, MEASURES ARE IN PLACE TO PREVENT SEDIMENTATION INTO THE BMP, THE STORM DRAINS, INLETS AND PAVEMENT HAVE BEEN PROPERLY CLEANED PRIOR TO COMMENCEMENT OF BMP CONSTRUCTION.
3. ADDITIONAL MEASURES TO ENSURE PROPER CONSTRUCTION AND OPERATION OF THE BMP MAY BE REQUIRED BY THE WATER QUALITY INSPECTOR.
4. A DOUBLE RINGED INFILTROMETER TEST (ASTM D 3385) OF THE BOTTOM OF THE DRY WELL MUST BE SUBMITTED TO THE WATER QUALITY INSPECTOR PRIOR TO THE INSTALLATION OF THE UNDERDRAIN SYSTEM.
5. THE RESULTS OF THE DOUBLE RINGED INFILTROMETER TEST MUST SHOW INFILTRATION CAPABILITIES CONFIRMED BY THE DESIGN ENGINEER AND SUBMITTED FOR BMP AS-BUILT APPROVAL.

Dry Pond
Maintenance Tasks and Schedule

TASK	SCHEDULE
Forebay inspection and cleanout	Monthly inspection. Remove sediment every 7 years or when sediment volume exceeds 10% of storage volume
Bank mowing and inspection / stabilization of eroded areas	Monthly (maintain 1 – 6 inch grass height)
Outlet / inlet inspection and cleanout	Monthly
Unwanted vegetation and trash removal	Monthly
Inspect for structural damage, leaks, etc.	Yearly
Inspect / exercise all mechanical devices, valves, etc.	Yearly
Evaluate sediment level (remove as needed)	Yearly
Security	As needed

Infiltration Structure
Maintenance and Schedule

TASK	SCHEDULE
Maintain stone or mulch top surface	Yearly
Clean forebay if present	Yearly or at 50% full
Trash removal	Monthly
Remove unwanted vegetation	Monthly
Check observation wells following precipitation events to ensure proper infiltration	Monthly

KEYED NOTES

1. 10' MIN. STORM DRAINAGE EASEMENT
2. POST-CONSTRUCTION CONTROLS BMP MAINTENANCE EASEMENT
3. 6" PVC ROOF DRAIN LEADER TO UNDERDRAIN SYSTEM. MAINTAIN 0.5% SLOPE MINIMUM.
4. NOT USED
5. NOT USED
6. PERMEABLE BRICK PAVERS. SEE DETAIL I/L8.21
7. INSTALL 4" FOUNDATION DRAIN PIPE FOR TREE PITS WITH MINIMUM 2% SLOPE. TIE TO STORM DRAINAGE SYSTEM IN STREET. SEE DETAILS ON SHEET L9.40
8. 6" PERFORATED PVC UNDERDRAIN PIPE. INSTALL WITH ZERO SLOPE. PROVIDE CLEANOUTS AS SHOWN ON PLANS. SEE DETAIL F/L8.30
9. 12" PVC HEADER
10. CLEANOUTS. SEE DETAIL F/L8.30
11. 1" GATE VALVE
12. CONNECT 4" PVC DRAIN FROM FOUNTAIN TO STORM DRAINAGE STRUCTURE

STORM STRUCTURE TABLE

STRUCTURE	RIM	INV. IN (FROM)	INV. OUT (TO)
CB-1	812.00		806.11 (2)
~~CB-2~~	~~812.10~~	~~805.78 (1)~~	805.78 (4)
JB-3B***	812.78	810.00 (12" PVC)	
		810.00 (6" PVC)	808.50 (3)
~~JB-3~~	~~810.90~~	~~808.20 (3B)~~	804.43 (4)
CB-4	811.45	804.12 (2)	
		804.12 (3)	804.12 (5)
CB-5	810.49	802.73 (4)	802.73 (6)
CB-6	808.77	800.87 (5)	800.87 (11)
CB-7	812.15		804.50 (8)
~~CB-8~~	~~809.67~~	~~802.24 (7)~~	802.24 (10)
DI-9***	807.80	805.00 (12" PVC)	
		805.00 (12" PVC)	
		805.00 (6" PVC)	
		805.00 (6" PVC)	
JB-10	808.13	799.67 (8)	
		805.00 (9)**	799.67 (11)
CB-11	807.24	799.05 (6)	
		799.05 (10)	798.80 (12)
CB-12	805.64	797.71 (11)	797.73 (13)
CB-13	804.68	795.70 (12)	795.20 (13B)
CB-13B	803.71	793.87 (13)	793.97 (14)
CB-14	802.61	792.54 (13B)	792.54 (15)
DBCB-15	800.59	790.25 (14)	790.05 (17)
DI-16	793.32		789.29 (17)
JB-17	793.95	788.41 (15)	
		788.41 (16)	784.41 (18)
JB-18	788.72	782.66 (17)	778.18 (19)
HW-19		778.00 (18)	

* SEE DETAIL B/L8.12
~~** SEE DETAIL A/L8.12~~
*** PROVIDE 2' SUMP

STORM PIPE TABLE

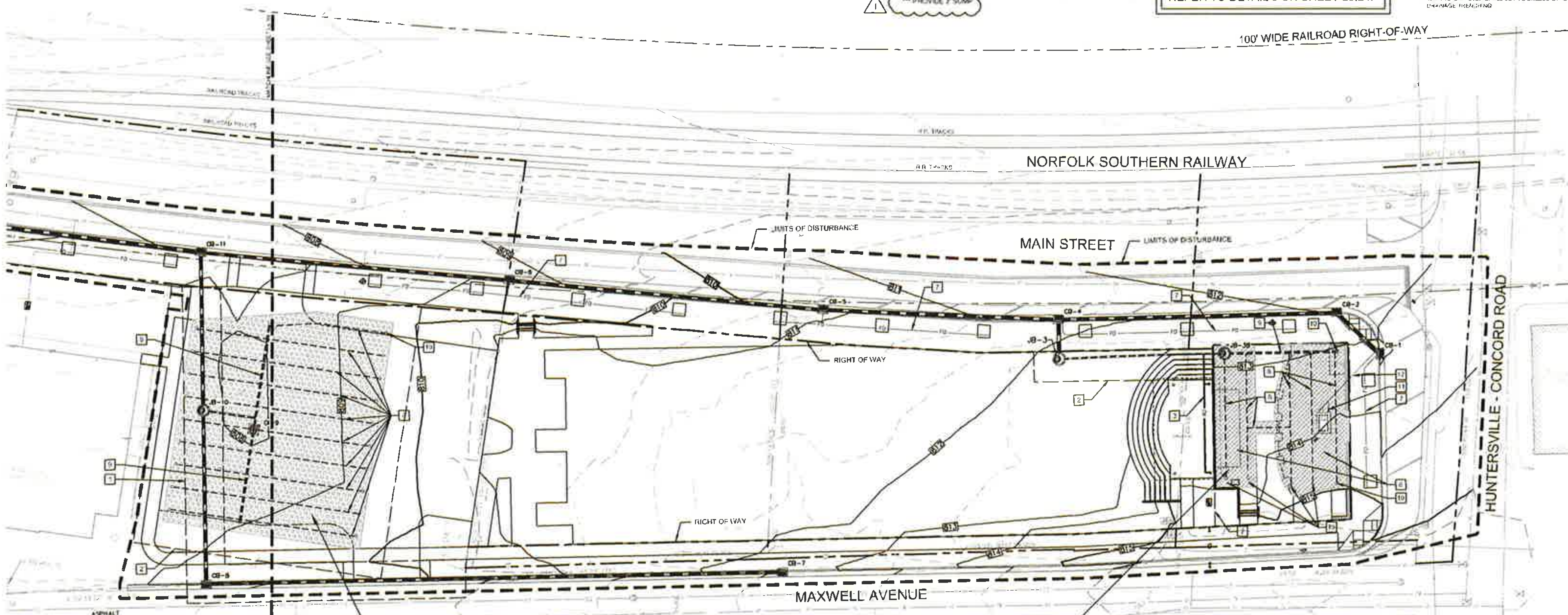
LOCATION FROM	LOCATION TO	PIPE SIZE Inches	PIPE MAT.	PIPE SLOPE %	PIPE LENGTH feet
CB-1	CB-2	15	RCP	1.50	23
CB-2	CB-4	15	RCP	1.50	109
UNDERDRAINS	JB-3B				
STAGE ROOF	JB-3B	6	PVC	0.50	87
JB-3B	JB-3	6	PVC	0.00	52
JB-3	CB-4	15	RCP	2.00	15
CB-4	CB-5	15	RCP	1.50	93
CB-5	CB-6	15	RCP	1.50	124
CB-6	CB-11	15	RCP	1.50	121
CB-7	CB-8	15	RCP	1.00	226
CB-8	JB-10	15	RCP	3.75	68
UNDERDRAINS	JB-10	8	PVC	0.00	21
JB-10	CB-11	15	RCP	1.00	62
CB-11	CB-12	18	RCP	0.75	144
CB-12	CB-13	18	RCP	1.50	135
CB-13	CB-13B	24	RCP	1.50	133
CB-13B	CB-14	24	RCP	1.00	133
CB-14	DBCB-15	24	RCP	1.50	229
DBCB-15	JB-17	30	CMP	3.00	121
DI-16	JB-17	18	RCP	2.00	44
JB-17	JB-18	30	RCP	3.00	58
JB-18	HW-19	36	RCP	0.50	36

NOTE:

ALL PAVERS NOT SHOWN AS PERMEABLE ON THIS SHEET SHALL BE INSTALLED WITHOUT THE BASE COURSE AND SUB-BASE COURSE. REFER TO DETAIL J ON SHEET L8.24.

GRADING & STORM DRAINAGE NOTES

1. REFER TO L0.10 FOR GENERAL NOTES.
2. ALL ELEVATIONS ARE IN REFERENCE TO THE BENCHMARK. THE CONTRACTOR SHALL VERIFY THE BENCHMARK PRIOR TO GROUND BREAKING.
3. THE CONTRACTOR SHALL BLEND NEW EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
4. THE MAXIMUM SLOPE ALONG ANY HANDICAP ACCESSIBLE PATHWAY SHALL NOT EXCEED 5.0% AND SHALL NOT EXCEED A 2.0% CROSS SLOPE. ADA RAMPS INDICATED ON PLANS SHALL BE A MAXIMUM OF 8.33% SLOPES. IF RAMP EXCEEDS 6" IN LENGTH IT SHALL HAVE HANDRAILS AND 5' LANDINGS NOT TO EXCEED 30' SPACING.
5. MAXIMUM SLOPE ACROSS ANY HANDICAPPED PARKING SPACE AND AISLE SHALL NOT EXCEED 2% IN ANY DIRECTION.
6. TO ENSURE PROPER DRAINAGE, KEEP A MINIMUM OF 0.5% SLOPE ON THE CURB.
7. ALL PROPOSED SPOT ELEVATIONS REFLECT FINISHED ELEVATIONS. REFER TO PAVEMENT CROSS SECTION DATA TO ESTABLISH CORRECT SUBGRADE OR AGGREGATE BASE COURSE ELEVATIONS.
8. ALL PROPOSED ELEVATIONS SHOWN ARE EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE SPECIFIED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL NEWLY CONSTRUCTED STORM DRAINAGE IMPROVEMENTS AND RECEIVING STORM DRAINAGE SYSTEMS REMAIN CLEAN OF SEDIMENT AND DEBRIS.
10. REFER TO SHEET L0.10 FOR THE SEQUENCE OF CONSTRUCTION.
11. INTERIM GRADING SHALL BE PROVIDED THAT ENSURES THE PROTECTION OF STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, AND WASHOUT.
12. INTERIM GRADING SHALL BE PROVIDED TO DIRECT WATER AWAY FROM BUILDINGS AND PREVENT PONDING.
13. THE CONTRACTOR SHALL TIE ROOF LEADERS TO UNDERGROUND STORM SYSTEM AS SHOWN ON PLANS.
14. PROPOSED CONTOURS ARE APPROXIMATE. SPOT ELEVATIONS SHALL BE USED IN CASE OF DISCREPANCY.
15. PRIOR TO ISSUANCE OF A BUILDING CERTIFICATE OF OCCUPANCY THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A VIDEO INSPECTION OF THE STORM SEWER SYSTEM (BOTH PUBLIC AND PRIVATE). THIS SUBMITTAL MAY NEED TO BE REVIEWED AND ACCEPTED BY THE LOCAL JURISDICTION PRIOR TO THE ISSUANCE OF THE BUILDING CO.
16. ALL ROOF DRAIN PIPING (RD) SHALL BE 6" NOMINAL SIZE PVC UNLESS OTHERWISE INDICATED ON PLAN. PIPE SHALL HAVE A 0.5% SLOPE MINIMUM AND A MINIMUM 2' COVER UNLESS OTHERWISE INDICATED ON PLAN.
17. ALL FOUNDATION DRAINS (FD) SHALL BE 4" NOMINAL SIZE RIGID PERFORATED HDPE PIPE. INSTALL WITH A MINIMUM 2% SLOPE.
18. DRAINAGE STRUCTURES GREATER THAN 3 FEET DEEP SHALL BE REQUIRED TO HAVE STEPS. REFER TO DETAIL A/L8.11.
19. STORM DRAIN PIPING 12" AND LARGER SHALL BE CLASS III REINFORCED CONCRETE PIPE FOR COVER GREATER THAN 2 FEET AND CLASS IV REINFORCED CONCRETE PIPE FOR COVER LESS THAN 2 FEET. STORM DRAINAGE PIPING SMALLER THAN 12" DIAMETER SHALL BE PVC UNLESS OTHERWISE INDICATED ON THE PLANS. REFER TO DETAIL E L8.11 FOR STORM DRAINAGE TRENCHING.



Town of Huntersville
Plan Sheet Is Part Of The Overall Approval As Of The Following Date
02/24/2017

DRY WELL BMP SUMMARY CHART 2

PEAK CONTROL STORM EVENTS	PRE-DEVELOPMENT RUNOFF	POST-DEVELOPMENT RUNOFF	POST-ROUTING RUNOFF	ELEVATION
TOP OF WELL				807.00'
50YR - 24HR	2.31 CFS	2.61 CFS	1.16 CFS	806.47'
10YR - 24HR	1.59 CFS	1.91 CFS	0.85 CFS	806.25'
2YR - 24HR	0.88 CFS	1.24 CFS	0.07 CFS	806.05'
BMP	REQUIRED	PROVIDED	ELEVATION	
CPv	2,382 CF	5,400 CF	806.02'	
WQv	963 CF	5,400 CF	805.98'	
BOTTOM OF WELL				805.00'
			DRY WELL MAX ALLOWABLE BUA	12,185 SF
			TOTAL SITE MAX ALLOWABLE BUA	24,150 SF

BMP Inset Table
Extended Dry Detention

Project Name	Veteran's Park
Sequence ID	2
Surface Area (sq. ft.)	6812
Drainage Area (acres)	0.28
Land Use/Development Type	Ultra Urban
Vegetation Type	Rock/Stone (sand filters)
Percent Built-Upon Area	50.3
Maximum Depth (ft.)	2
Detention Basin Type	Underground
Forebay Present (Y/N)	N
Flow Diverter Present (Y/N)	N
Regulated By	Post Construction Ordinance
Treatment Effectiveness	Optimal
NC State Plane X (easting)	1451368.24
NC State Plane Y (northing)	610042.20

BMP Inset Table
Extended Dry Detention

Project Name	Veteran's Park
Sequence ID	1
Surface Area (sq. ft.)	2459
Drainage Area (acres)	0.09
Land Use/Development Type	Ultra Urban
Vegetation Type	Rock/Stone (sand filters)
Percent Built-Upon Area	27.7
Maximum Depth (ft.)	2
Detention Basin Type	Underground
Forebay Present (Y/N)	N
Flow Diverter Present (Y/N)	N
Regulated By	Post Construction Ordinance
Treatment Effectiveness	Optimal
NC State Plane X (easting)	1451444.01
NC State Plane Y (northing)	609667.21

BMP Inset Table
Dry Well

Project Name	Veteran's Park
Sequence ID	2
Surface Area (sq. ft.)	6812
Drainage Area (acres)	0.28
Land Use/Development Type	Ultra Urban
Percent Built-Upon Area	50.3
Well Length (ft.)	90
Well Height (ft.)	2
Well Width (ft.)	75
Flow Diverter Present (Y/N)	N
Regulated By	Post Construction Ordinance
Treatment Effectiveness	Optimal
NC State Plane X (easting)	1451368.24
NC State Plane Y (northing)	610042.20

BMP Inset Table
Dry Well

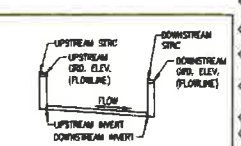
Project Name	Veteran's Park
Sequence ID	1
Surface Area (sq. ft.)	2459
Drainage Area (acres)	0.09
Land Use/Development Type	Ultra Urban
Percent Built-Upon Area	27.7
Well Length (ft.)	50
Well Height (ft.)	2
Well Width (ft.)	50
Flow Diverter Present (Y/N)	N
Regulated By	Post Construction Ordinance
Treatment Effectiveness	Optimal
NC State Plane X (easting)	1451444.01
NC State Plane Y (northing)	609667.21

DRY WELL BMP SUMMARY CHART 1

PEAK CONTROL STORM EVENTS	PRE-DEVELOPMENT RUNOFF	POST-DEVELOPMENT RUNOFF	POST-ROUTING RUNOFF	ELEVATION
TOP OF WELL				810.50'
50YR - 24HR	0.76 CFS	0.78 CFS	0.29 CFS	809.67'
10YR - 24HR	0.54 CFS	0.56 CFS	0.02 CFS	809.52'
2YR - 24HR	0.32 CFS	0.34 CFS	0.00 CFS	809.35'
BMP	REQUIRED	PROVIDED	ELEVATION	
CPv	557 CF	2,000 CF	809.19'	
WQv	239 CF	2,000 CF	808.75'	
BOTTOM OF WELL				808.50'
			DRY WELL MAX ALLOWABLE BUA	1,782 SF
			TOTAL SITE MAX ALLOWABLE BUA	18,176 SF

STORM DRAINAGE NETWORK

TYPE CODE:
- DI = DROP INLET (SEE SHEET L8.10)
- HW = HEADWALL (SEE SHEET L8.11)
- JB = JUNCTION BOX (SEE SHEET L8.11)
- CB = CATCH BASIN (SEE SHEET L8.10)
- CO = CLEANOUT (SEE SHEET L8.31)
- TD = TRENCH DRAIN (SEE SHEET L8.12)



NOTES:
1. STRUCTURES WITHIN NCDOT RIGHT-OF-WAY SHALL BE TO NCDOT STANDARDS.
2. STRUCTURES NOT WITHIN RIGHT OF WAY SHALL EITHER ALL BE TO NCDOT STANDARDS OR SHALL ALL BE TO LOCAL JURISDICTIONAL STANDARDS.
3. ALL STORM PIPES TO BE CLASS III RCP UNLESS OTHERWISE NOTED.

GRADING LEGEND

- (800) PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- 800 EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED STORM DRAINAGE PIPE
- LIMITS OF DISTURBANCE
- RD ROOF DRAIN PIPE
- FD FOUNDATION DRAIN PIPE
- PROPOSED CATCH BASIN
- PROPOSED JUNCTION BOX
- PROPOSED DROP INLET
- 44.50 PROPOSED SPOT ELEVATION
- KEYED NOTE
- UNDERDRAIN SYSTEM - ASPHALT PARKING LOT SEE DETAIL E/L8.12
- UNDERDRAIN SYSTEM - PERMEABLE PAVERS SEE DETAIL F/L8.12

G:\PROJECTS\2013\X13004_HC Main and Maxwell Park\DWGS\2 Design\Sheets\X13004_L5.00-Grading.dwg Jan 31, 2017 11:06am

STEWART
101 N. TRYON ST, STE 1400 CHARLOTTE, NC 28202 T 704.334.7925
FIRM LICENSE # C-1051 www.stewartinc.com PROJECT # X13004

Client:
Town of Huntersville NORTH CAROLINA

Architects:
insight ARCHITECTS

Project:
VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal:
NORTH CAROLINA PROFESSIONAL ENGINEER 34829 JAMES R. BAYSINGER, III
02/03/17

Issued for:

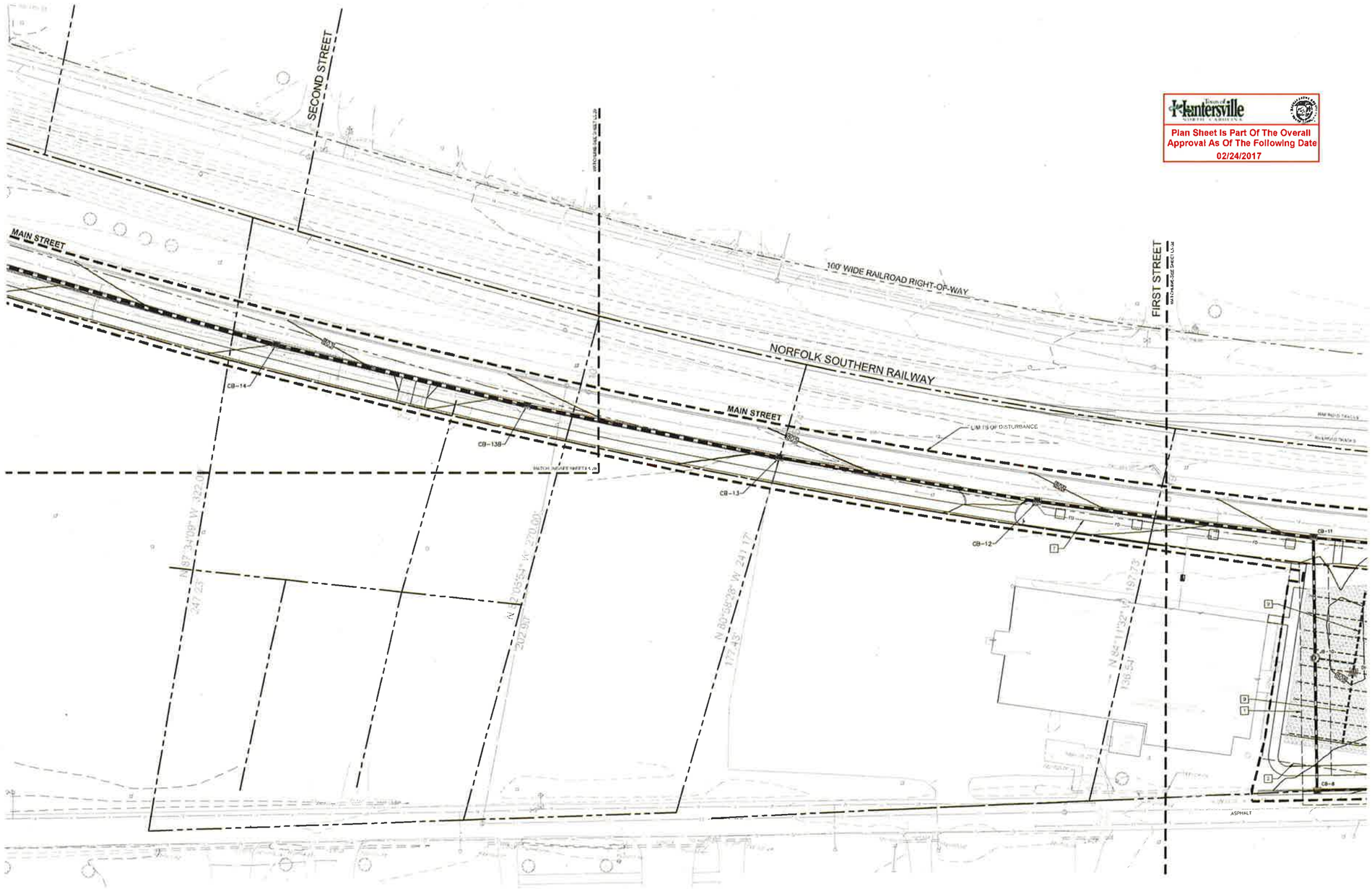
No	Date	Description
1	02/01/17	LUESA COMMENTS

0 10 20 40 NORTH
Scale 1" = 20'

Title:
GRADING & DRAINAGE PLAN

Project number: X13004
Date: 09.21.2016
Drawn by: DLS
Approved by: JRB
Sheet: L5.00

EXHIBIT B



Town of Mantersville NORTH CAROLINA
Plan Sheet Is Part Of The Overall Approval As Of The Following Date
02/24/2017

GRADING & STORM DRAINAGE NOTES

1. REFER TO L0.10 FOR GENERAL NOTES
2. REFER TO L5.00 FOR GRADING & STORM DRAINAGE NOTES
3. REFER TO L5.00 FOR STORM PIPE AND STRUCTURE TABLES, AS WELL AS ADDITIONAL GRADING AND STORM DRAINAGE NOTES

KEYED NOTES

1. NOT USED
2. NOT USED
3. NOT USED
4. NOT USED
5. NOT USED
6. NOT USED
7. INSTALL 4" FOUNDATION DRAIN PIPE FOR TREE PITS WITH MINIMUM 2% SLOPE. TIE TO STORM DRAINAGE SYSTEM IN STREET. SEE DETAILS ON SHEET L4.40

GRADING LEGEND

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED STORM DRAINAGE
- LIMITS OF DISTURBANCE
- PROPOSED CATCH BASIN
- PROPOSED JUNCTION BOX
- PROPOSED DROP INLET

STEWART

Client: Town of Mantersville NORTH CAROLINA

Architect: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 22 JAMES R. BAYSINGER

Issued for

No	Date	Description

0 10 20 40 NORTH

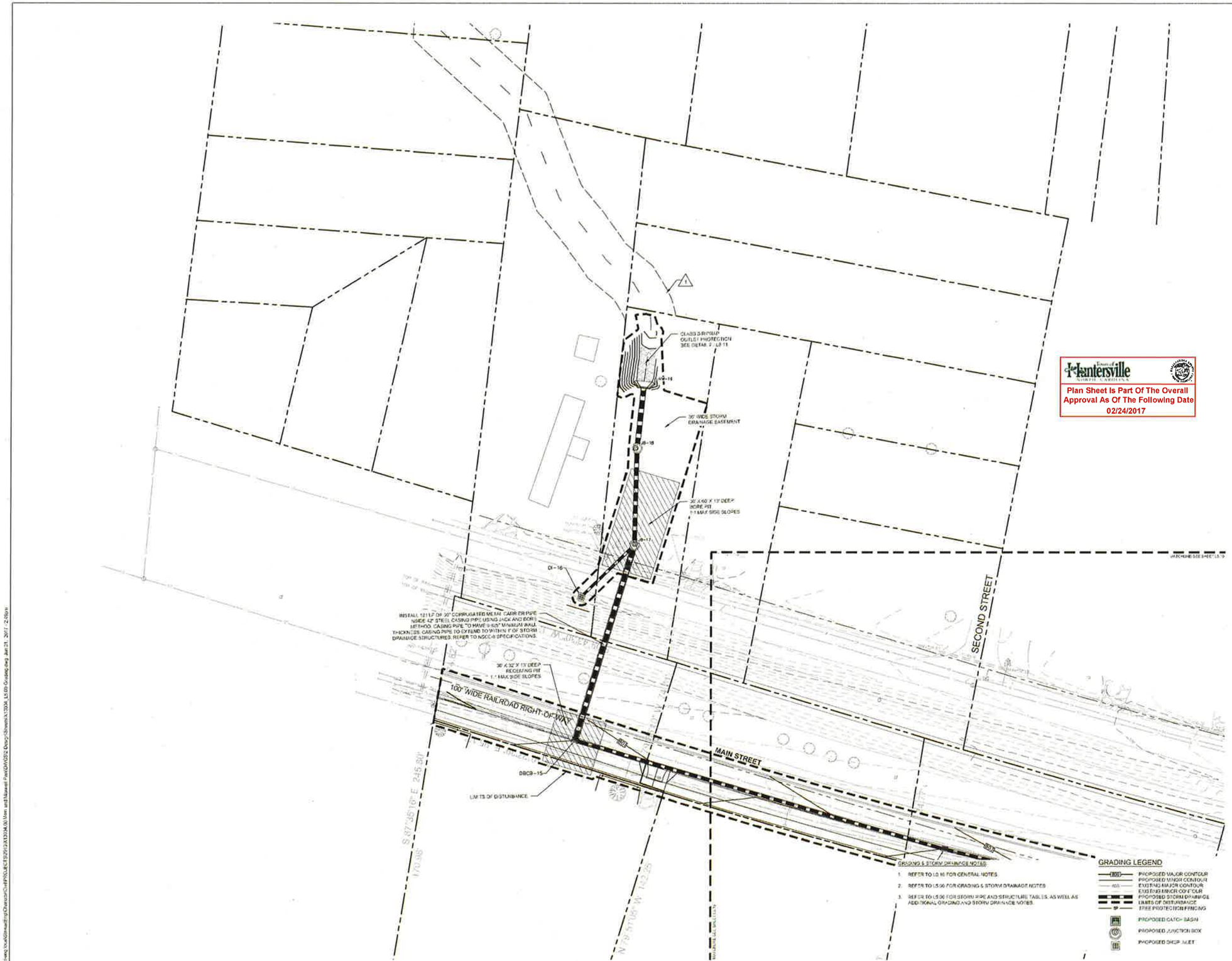
Scale 1" = 20'

Title: GRADING & DRAINAGE PLAN

Project number: X13338 Sheet
Date: 09.21.2016
Drawn by: DLS
Approved by: JRB

L5.10

EXHIBIT B



STEWART

Client

Town of Huntersville NORTH CAROLINA

Architects

insight ARCHITECTS

Project

VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 24878 JAMES R. BAYSTINGER 03/03/17

Issued for

No	Date	Description
1	12/23/2016	LUES' COMMENTS

0 10 20 40 NORTH

Scale 1" = 20'

Title

GRADING & DRAINAGE PLAN

Project number: X13034 Sheet
Date: 09.21.2016
Drawn by: DLS
Approved by: JRB

L5.20

EXHIBIT B

KEYED NOTES

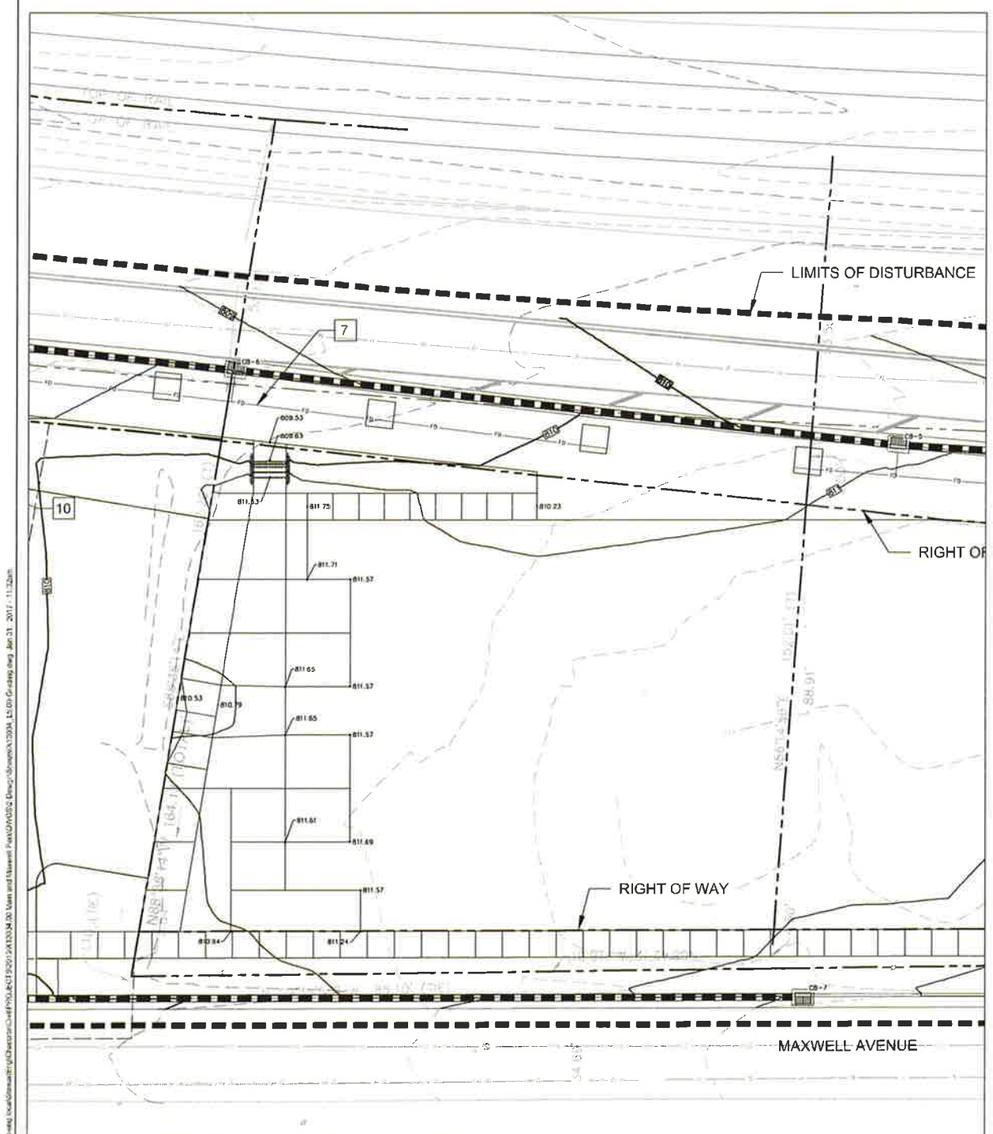
1. 20' WIDE SHOWN DRAINAGE EASEMENT.
2. POST-CONSTRUCTION CONTROLS BMP MAINTENANCE EASEMENT.
3. TIE 6" PVC ROOF DRAIN LEADER TO UNDERDRAIN SYSTEM. MAINTAIN 5% SLOPE DRAINAGE.
4. NOT USED.
5. NOT USED.
6. PERMEABLE BRICK PAVERS. SEE DETAIL F / LS 21
7. INSTALL 6" FOUNDATION DRAIN PIPE FOR TREE PITS WITH MINIMUM 2% SLOPE. TIE TO STORM DRAINAGE SYSTEM IN STREET. SEE DETAIL ON SHEET L6.40
8. 6" PERFORATED HDPE UNDERDRAIN PIPE. INSTALL WITH ZERO SLOPE. PROVIDE CLEANOUTS AS SHOWN ON PLANS. SEE DETAIL F / LS 30
9. 3" HDPE HEADER
10. CLEANOUT. SEE DETAIL F / LS 30
11. 4" GATE VALVE
12. CONNECT 4" PVC DRAIN FROM FOUNTAIN TO STORM DRAINAGE STRUCTURE.

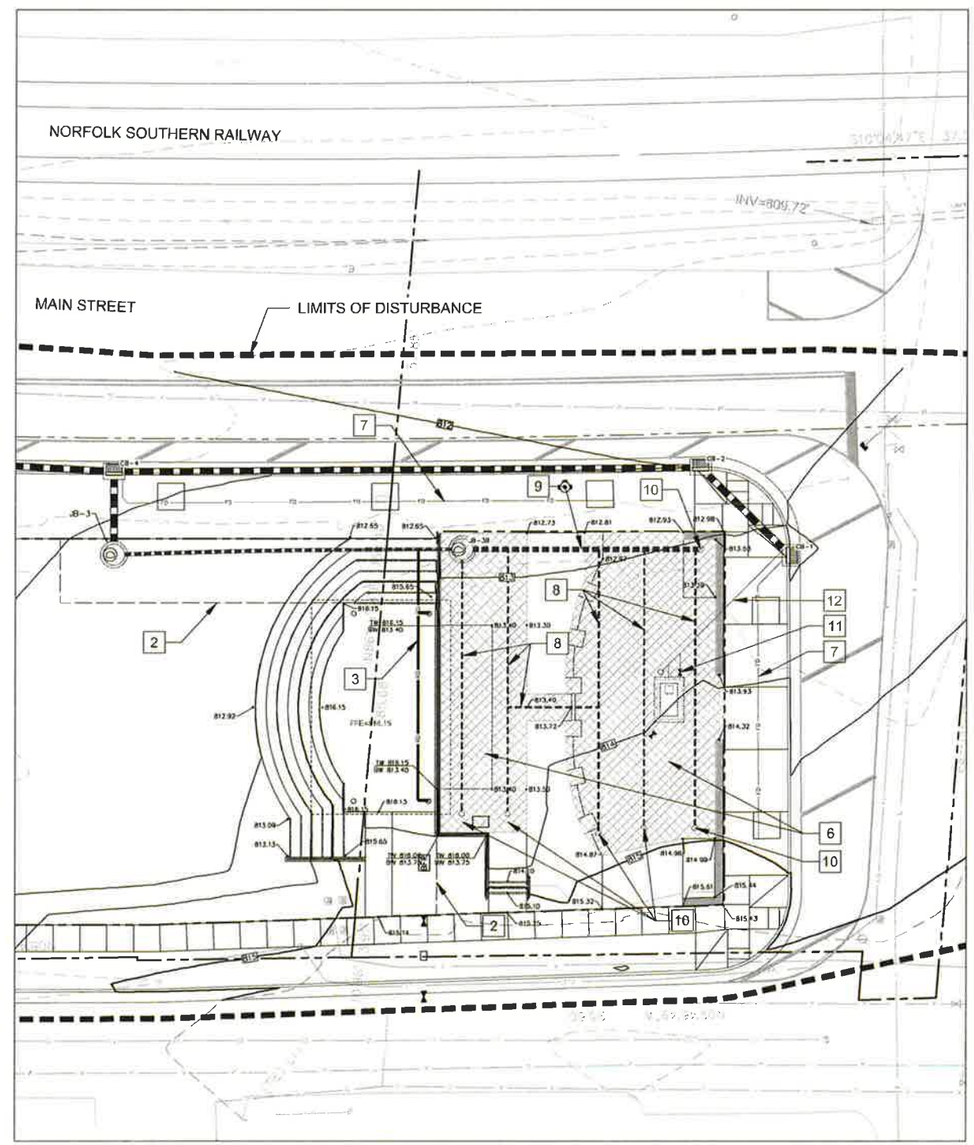
GRADING LEGEND

- 600 — PROPOSED MAJOR CONTOUR
- 590 — PROPOSED MINOR CONTOUR
- 500 — EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED STORM DRAINAGE PIPE
- LIMITS OF DISTURBANCE
- RD — ROOF DRAIN PIPE
- FD — FOUNDATION DRAIN PIPE
- PROPOSED CATCH BASIN
- PROPOSED JUNCTION BOX
- PROPOSED DROP INLET
- 44.50 — PROPOSED SPOT ELEVATION
- TW 44.50 / BW 44.00 — TOP BOTTOM OF WALL ELEVATIONS

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017





STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL

Issued for

No	Date	Description

0 5 10 20 NORTH

Scale 1" = 10'

Title: GRADING & DRAINAGE ENLARGEMENTS

Project number: X13094 Sheet
Date: 09.21.2016
Drawn by: DLS
Approved by: JRB

L5.30

EXHIBIT B

GENERAL NOTES:

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-4 SPECIFICATIONS
2. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON FLAMMABLE SUBSTANCES.
3. BLASTING NOT PERMITTED.
4. ALL DISTURBED AREAS SHOULD BE RETURNED TO EXISTING GRADE UPON COMPLETION OF CONSTRUCTION
5. ALL CONSTRUCTION WORK PERFORMED ON, UNDER, OVER OR ADJACENT TO NORFOLK SOUTHERN PROPERTY MUST BE IN ACCORDANCE WITH THE NORFOLK SOUTHERN SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTERESTS.
6. THE CONTRACTOR SHALL NOT, FOR ANY REASON, STORE CONSTRUCTION EQUIPMENT UPON NOR STORE OR DUMP WASTE CONSTRUCTION MATERIALS UPON THE RAILROAD'S RIGHT-OF-WAY.
7. THE CONTRACTOR SHALL CONDUCT HIS WORK SO AS TO PROTECT THE RAILROAD'S TRACK FACILITIES AND PROPERTY FROM DAMAGE. THE CONTRACTOR SHALL NOTIFY THE RAILROAD OF ANY WORK BY THE CONTRACTOR WITHIN 25 FEET OF THE RAILROAD'S RIGHT-OF-WAY FOR THE RAILROAD TO DETERMINE FLAGGING NEEDS.
8. THE CONTRACTOR SHALL COORDINATE HIS WORK ON OR ADJACENT TO RAILROAD RIGHT-OF-WAY WITH THE FOLLOWING REPRESENTATIVES OF THE RAILROAD:

   MR. JUSTIN K. BROOKS
   DIVISION ENGINEER
   NORFOLK SOUTHERN RAILWAY
   1120 W. WASHINGTON STREET
   GREENVILLE, SC 29601
   PHONE: (864) 255-4251
   EMAIL: JUSTIN.BROOKS@NSCORP.COM

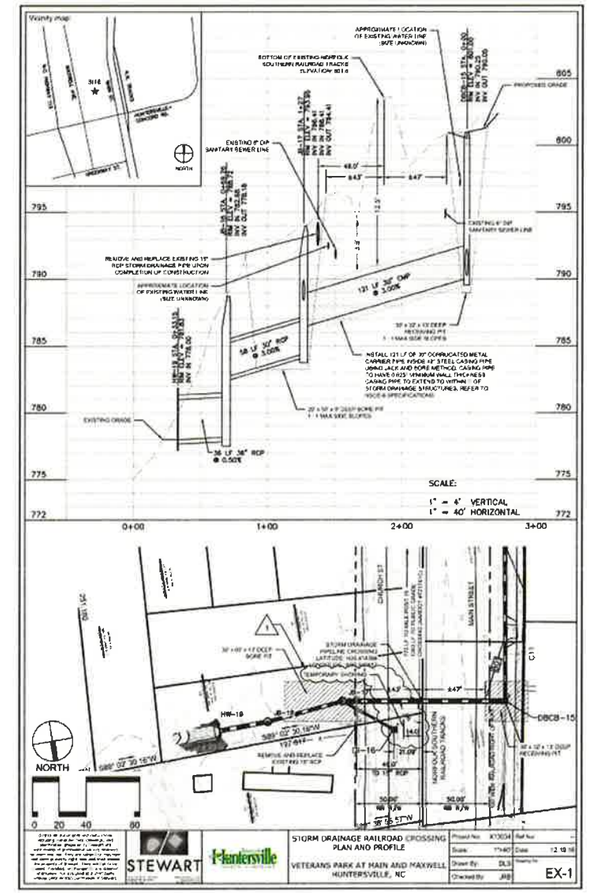
   MR. SCOTT OVERBEY
   ENGINEER - PUBLIC IMPROVEMENTS
   NORFOLK SOUTHERN RAILWAY
   1200 PEACHTREE STREET, NE
   ATLANTA, GA 30309
   PHONE: (404) 582-5588
   EMAIL: SCOTT.OVERBEY@NSCORP.COM

9. ONCE THE BORING REACHES THE NORFOLK SOUTHERN RIGHT-OF-WAY, THE BORING OPERATION SHALL BE PROGRESSED ON A 24-HOUR BASIS WITHOUT STOPPAGE (EXCEPT FOR ADDING LENGTHS OF PIPE) UNTIL THE LEADING EDGE OF THE PIPE HAS REACHED THE RECEIVING PIT.
10. THE FRONT OF THE PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
11. CONTRACTOR TO PROVIDE TRACK MONITORING IN ACCORDANCE WITH NORFOLK SOUTHERN'S SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTERESTS, SECTION 51.
12. THE FOLLOWING UTILITIES HAVE FIBER OPTIC CABLES RUNNING ALONG THE RAILWAY CORRIDOR. THE CONTRACTOR SHALL CONTACT THE UTILITIES PRIOR TO BEGINNING WORK TO CONFIRM ANY INVOLVEMENT. THE CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING WORK.

   SPRINT
   MR. STEVE THOMPSON
   PHONE: 678-852-2726
   EMAIL: STEVE.R.THOMPSON@SPRINT.COM

   CENTURYLINK
   MR. RICHARD BROWNING
   PHONE: 336-210-4404
   EMAIL: DENNIS.BROWNING@CENTURYLINK.COM

STEWART | Huntersville | STORM DRAINAGE RAILROAD CROSSING GENERAL NOTES | VETERANS PARK AT MAIN AND MAXWELL HUNTERSVILLE, NC | Project No. X13034 | Scale - | Date 09.26.16 | Drawn By DLS | Checked By JRB | EX-2



STEWART | Huntersville | STORM DRAINAGE RAILROAD CROSSING PLAN AND PROFILE | VETERANS PARK AT MAIN AND MAXWELL HUNTERSVILLE, NC | Project No. X13034 | Scale 1"=40' | Date 12.19.16 | Drawn By DLS | Checked By JRB | EX-1

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 029 JAMES R. BAYSINGER 02/03/17

Issued for

No	Date	Description
1	12.19.2016	Bulletin #1

Scale: AS SHOWN

Title: RAILROAD CROSSING DRAINAGE PLAN

Project number: X13034 Sheet
Date: 09.21.2016
Drawn by: DLS
Approved by: JRB

L5.40

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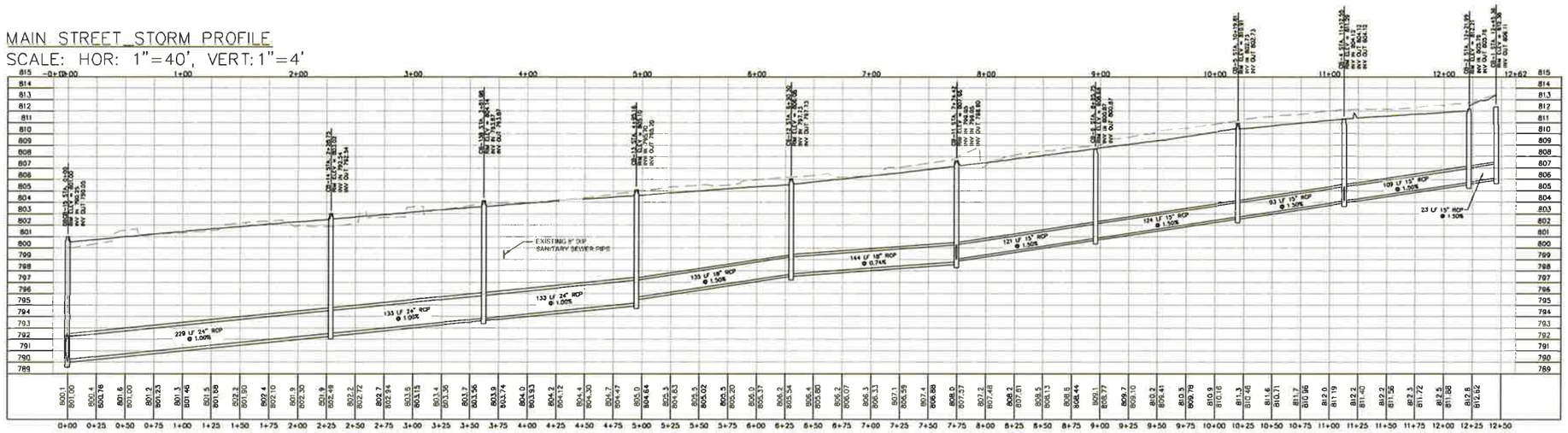
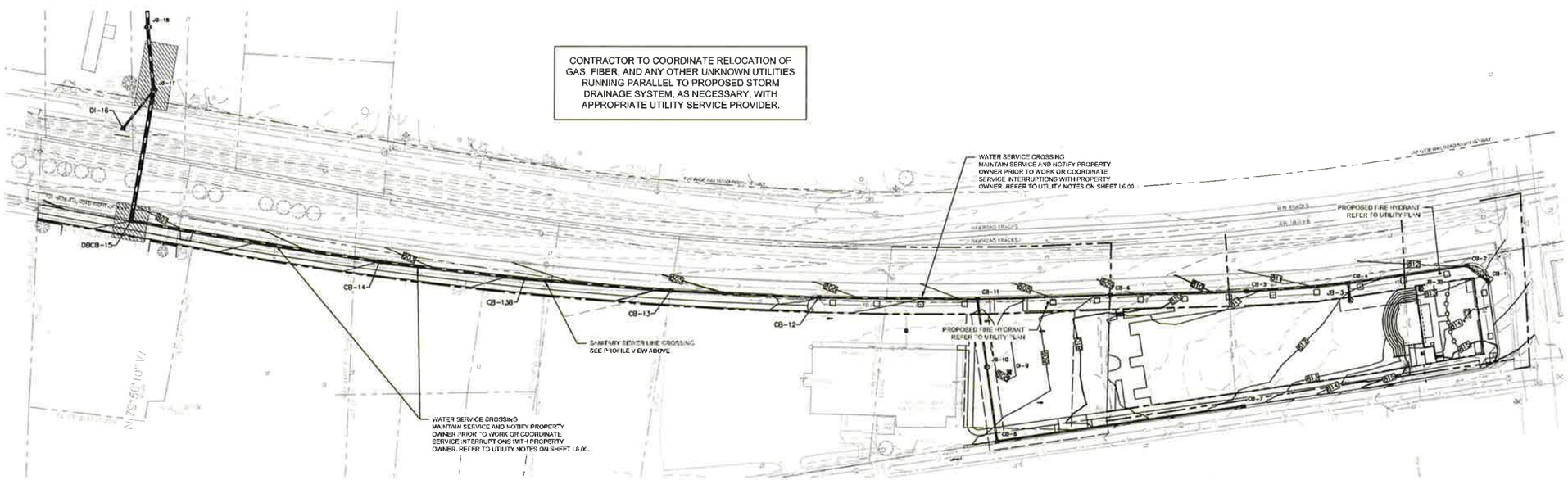
EXHIBIT B





Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 032192 JAMES R. BAYSINGER 02/28/17

Issued for:

No.	Date	Description

0 20 40 80 NORTH

Scale: 1" = 40'

Title: **STORM DRAINAGE PLAN & PROFILE MAIN STREET**

Project number: X13034 Sheet:
Date: 09.21.2016
Drawn by: DLB
Approved by: JRB

L5.50

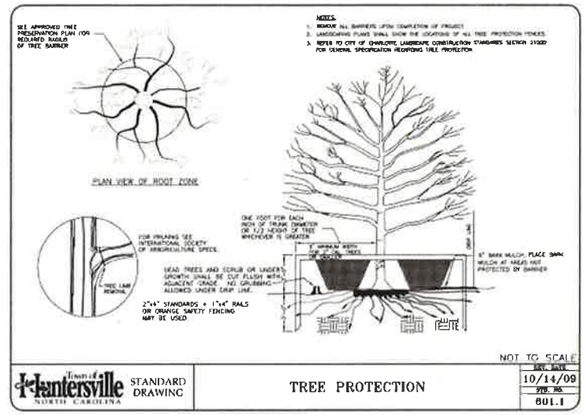
EXHIBIT B

Zoning Approval Conditions:

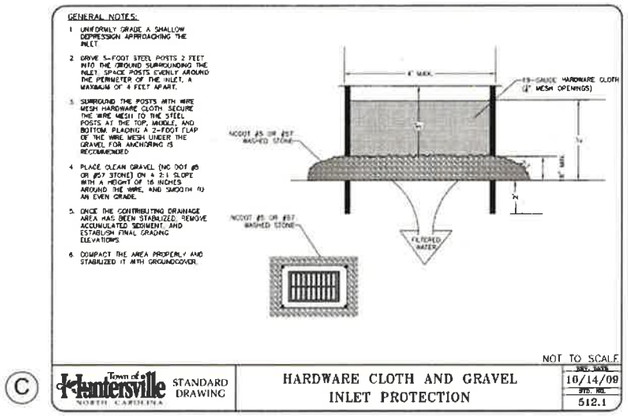
1. Photometric Plan Required showing lighting output of all on site lighting fixtures

2. 66" Oak Tree Off site required to remain for tree save conformance.

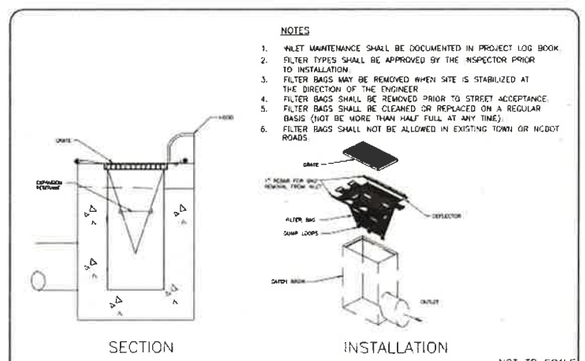
3. Final Plat required prior to final inspections.



F — Town of Huntersville NORTH CAROLINA STANDARD DRAWING | TREE PROTECTION | REV. DATE 10/14/09 | STD. NO. 801.1



C — Town of Huntersville NORTH CAROLINA STANDARD DRAWING | HARDWARE CLOTH AND GRAVEL INLET PROTECTION | REV. DATE 10/14/09 | STD. NO. 512.1



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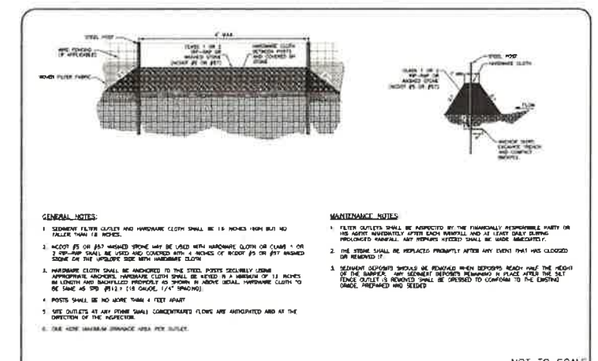

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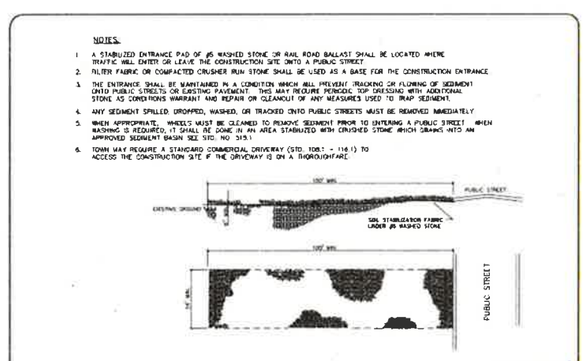

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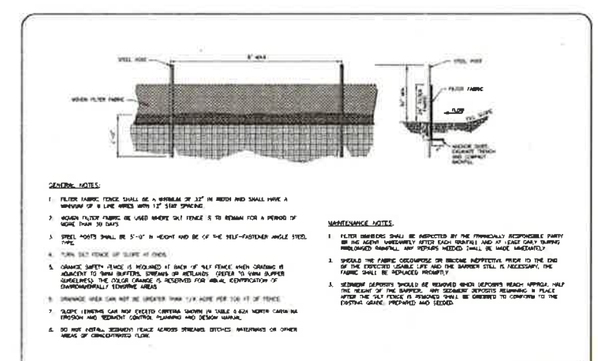

A — Town of Huntersville NORTH CAROLINA STANDARD DRAWING | TEMPORARY SILT FENCE | REV. DATE 10/14/09 | STD. NO. 507.1

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 019135 JAMES R. DAYSINGER

Issued for:

No	Date	Description

Scale: N/A

File: EROSION CONTROL DETAILS

Project number: X13034 Sheet
Date: 09.21.2016
Drawn by: AIRB
Approved by: DRB

L8.00

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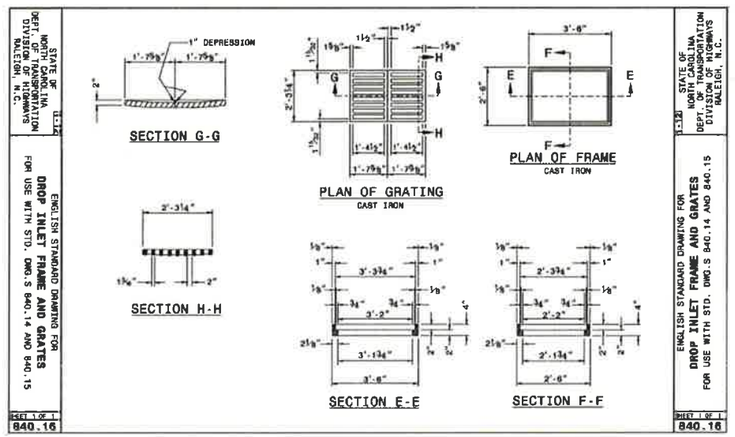
EXHIBIT B

Town of Hantersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017



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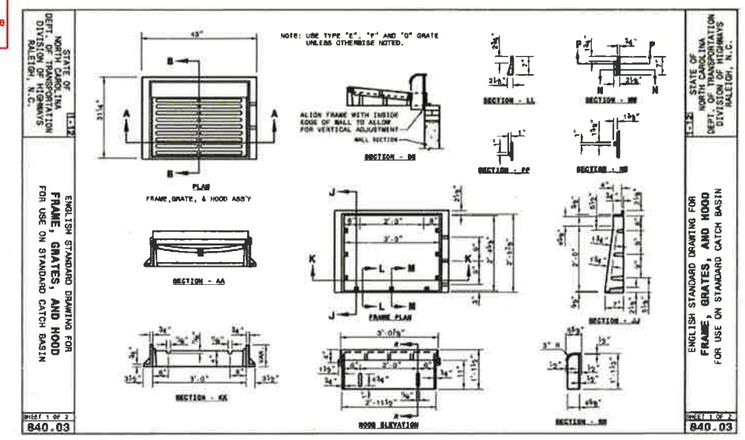

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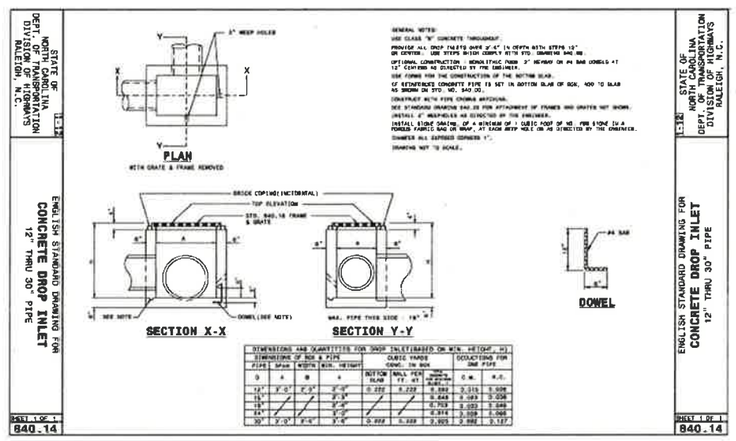

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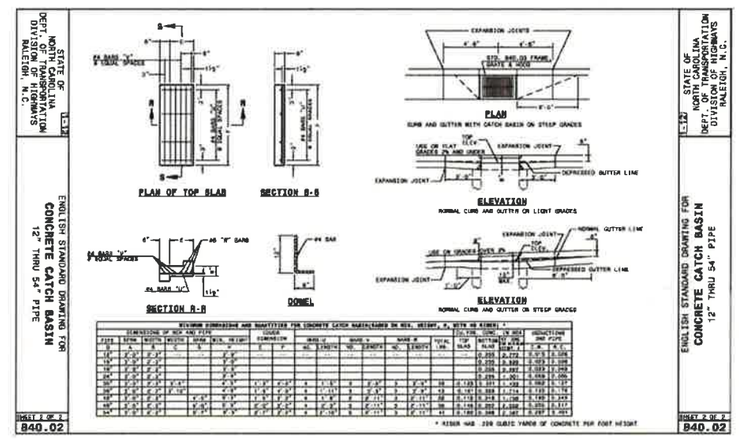

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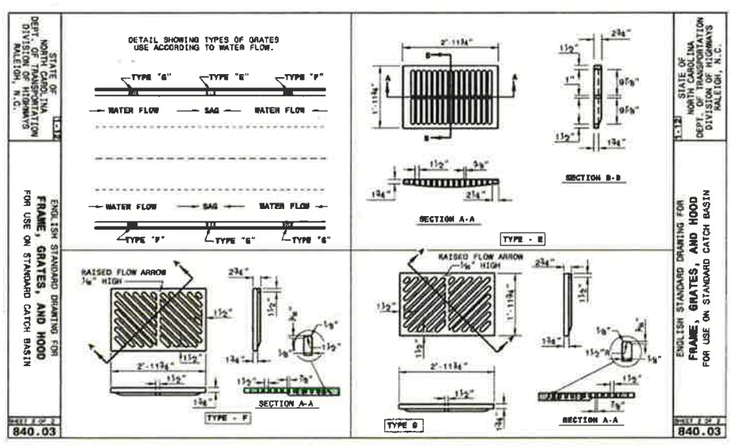

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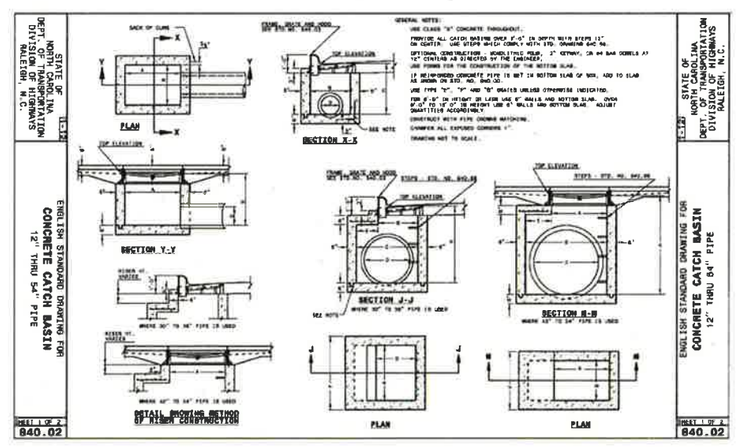


A

STEWART

Client: Town of Hantersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 02/03/17

Issued for:

No	Date	Description

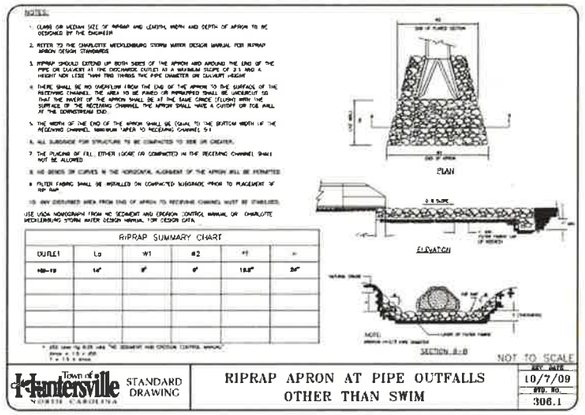
Scale: N/A

Title: **GRADING & DRAINAGE DETAILS**

Project number: X13354 Sheet:
Date: 09.21.2016
Drawn by: MPB
Approved by: DRE

L8.10

EXHIBIT B



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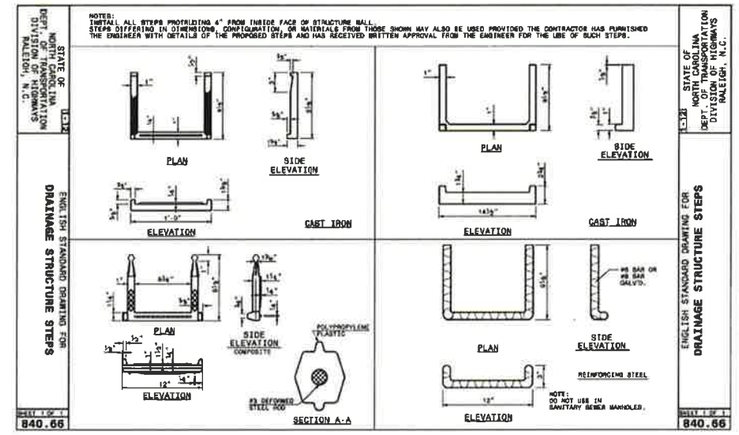

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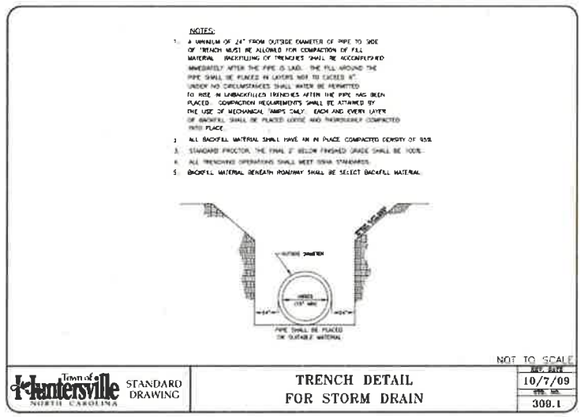

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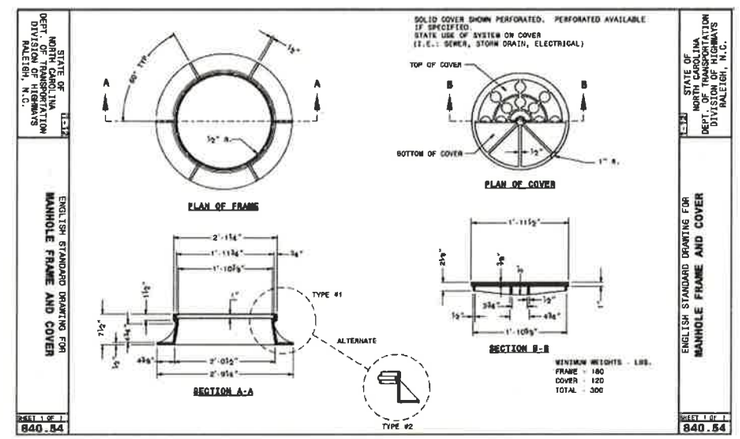

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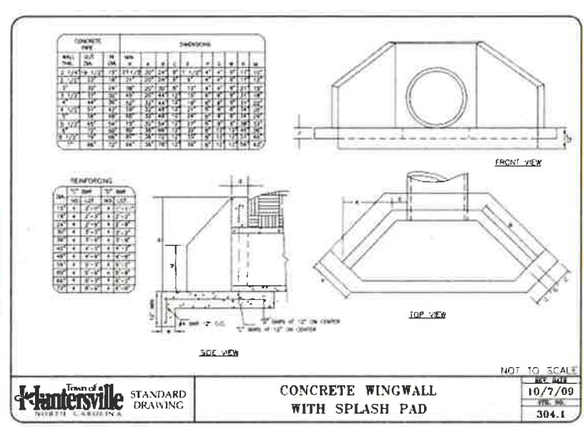

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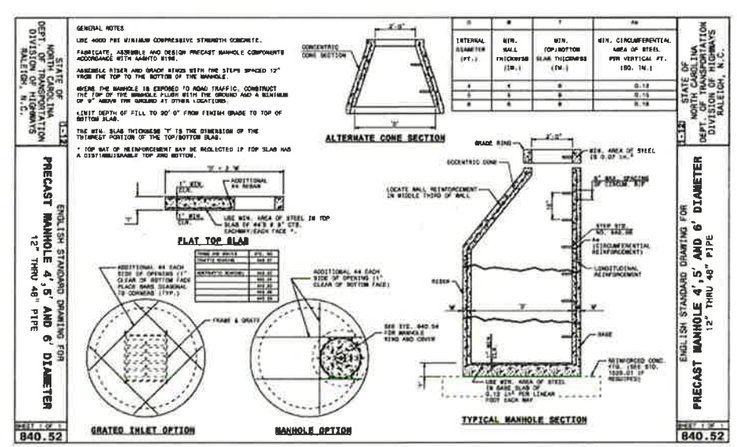


A

Town of Huntersville NORTH CAROLINA
Plan Sheet Is Part Of The Overall Approval As Of The Following Date
02/24/2017

STEWART

Client:
Town of Huntersville NORTH CAROLINA

Architects:
insight ARCHITECTS

Project:
VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal:
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 027 JAMES R. BRYSINGER
02/23/17

Issued for:

No	Date	Description

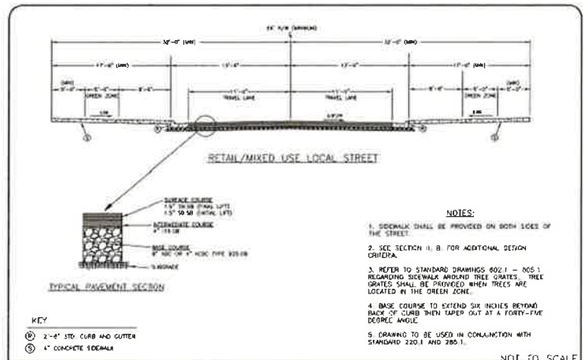
Scale: N/A

Title:
GRADING & DRAINAGE DETAILS

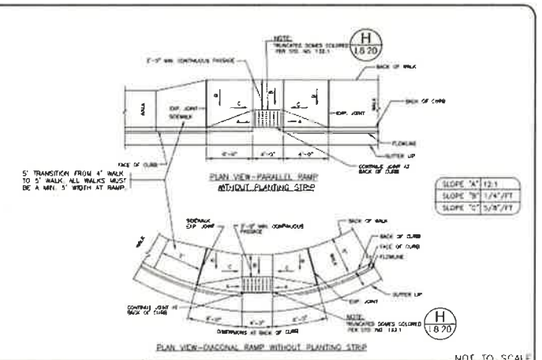
Project number: X13034 Sheet
Date: 09.21.2016
Drawn by: MRB
Approved by: JRB

L8.11

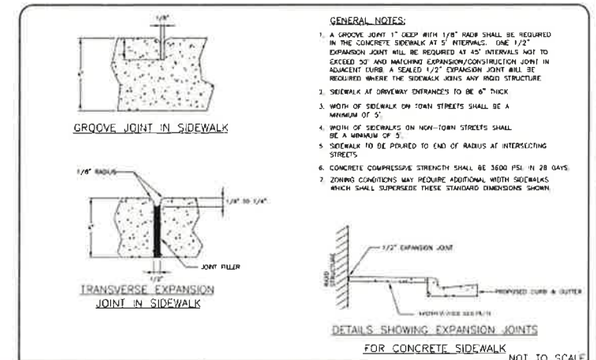
EXHIBIT B



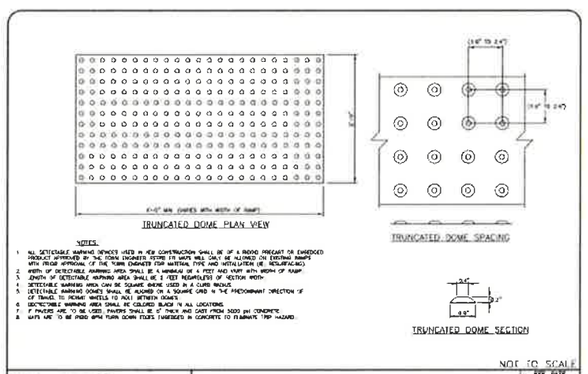
(I) Town of Huntersville NORTH CAROLINA STANDARD DRAWING — RETAIL/MIXED USE LOCAL STREET NO PARKING TYPICAL SECTION — REV. DATE 10/01/15 — STD. NO. 220.2



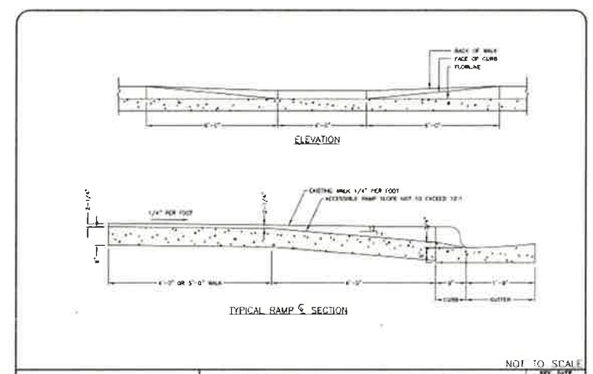
(F) Town of Huntersville NORTH CAROLINA STANDARD DRAWING — ACCESSIBLE RAMP STANDARD WITHOUT PLANTING STRIP AND 2'-6" CURB AND GUTTER — REV. DATE 10/14/09 — STD. NO. 125.1



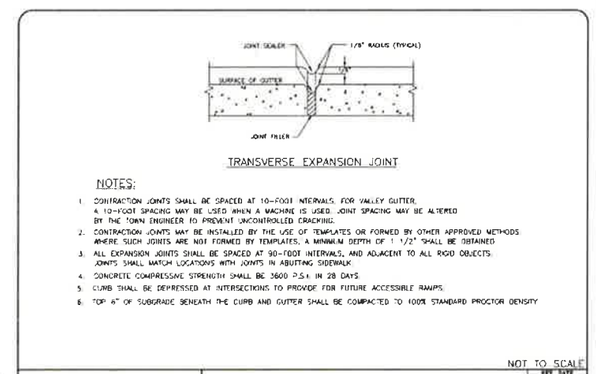
(C) Town of Huntersville NORTH CAROLINA STANDARD DRAWING — CONCRETE SIDEWALKS DETAILS AND NOTES — REV. DATE 10/15/09 — STD. NO. 106.1



(H) Town of Huntersville NORTH CAROLINA STANDARD DRAWING — TRUNCATED DOMES PLAN AND CROSS SECTION — REV. DATE 10/14/09 — STD. NO. 132.1



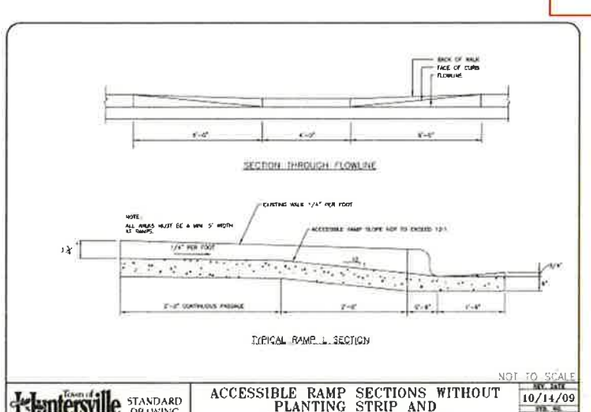
(E) Town of Huntersville NORTH CAROLINA STANDARD DRAWING — ACCESSIBLE RAMP SECTIONS WITH PLANTING STRIP AND 2'-6" CURB AND GUTTER — REV. DATE 10/14/09 — STD. NO. 124.1



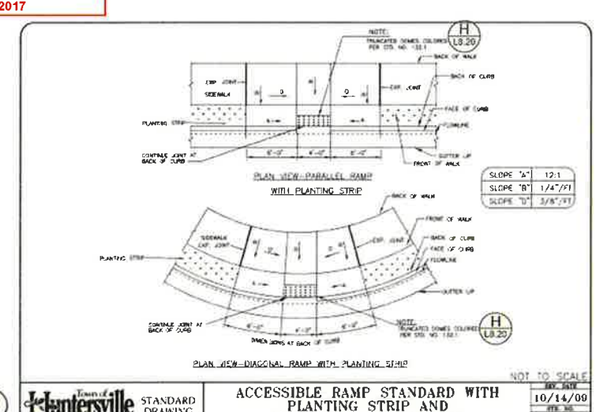
(B) Town of Huntersville NORTH CAROLINA STANDARD DRAWING — CONCRETE CONTRACTION JOINT — REV. DATE 10/15/09 — STD. NO. 102.1

Town of Huntersville NORTH CAROLINA

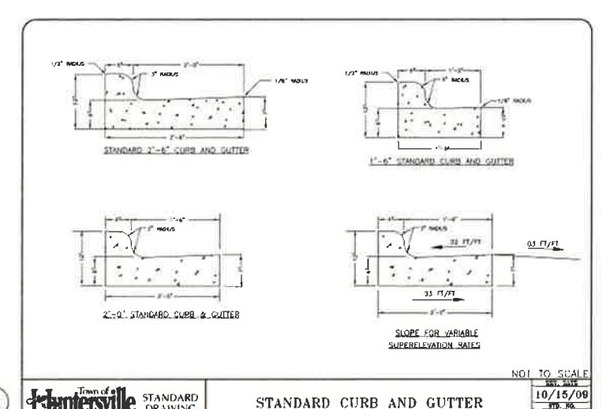
Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017



(G) Town of Huntersville NORTH CAROLINA STANDARD DRAWING — ACCESSIBLE RAMP SECTIONS WITHOUT PLANTING STRIP AND 2'-6" CURB AND GUTTER — REV. DATE 10/14/09 — STD. NO. 126.1



(D) Town of Huntersville NORTH CAROLINA STANDARD DRAWING — ACCESSIBLE RAMP STANDARD WITH PLANTING STRIP AND 2'-6" CURB AND GUTTER — REV. DATE 10/14/09 — STD. NO. 123.1



(A) Town of Huntersville NORTH CAROLINA STANDARD DRAWING — STANDARD CURB AND GUTTER — REV. DATE 10/15/09 — STD. NO. 100.1

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map:

Seal: NORTH CAROLINA 1832 PROFESSIONAL SEAL — 02/24/17

Issued for:

No	Date	Description
1	12.20.2016	DUEUA COMMENTS

Scale: N/A

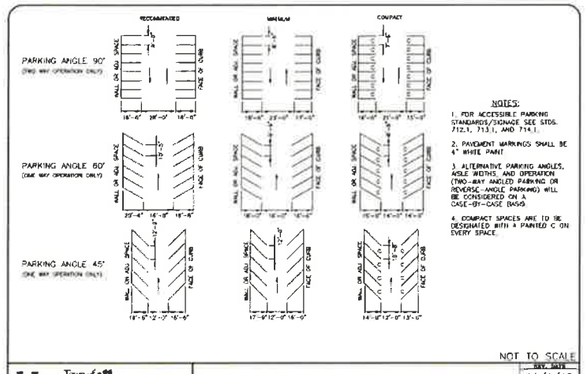
Title: SITE DETAILS

Project number: X13054 Sheet
Date: 09.21.2016
Drawn by: BRB
Approved by: DRB

L8.20

O:\PROJECTS\2013\X13054_K Maxwell and Maxwell Park\01\02\Design\Sheets\13054_L8.20-Details.dwg Feb 07, 2017 - 9:56am

EXHIBIT B



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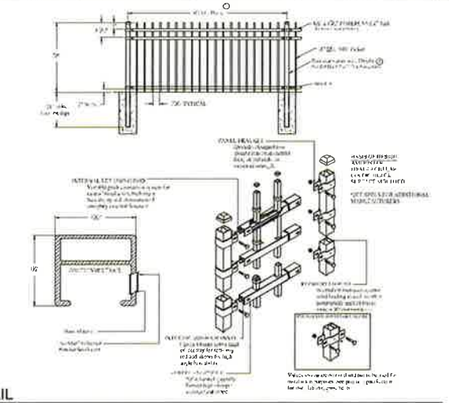
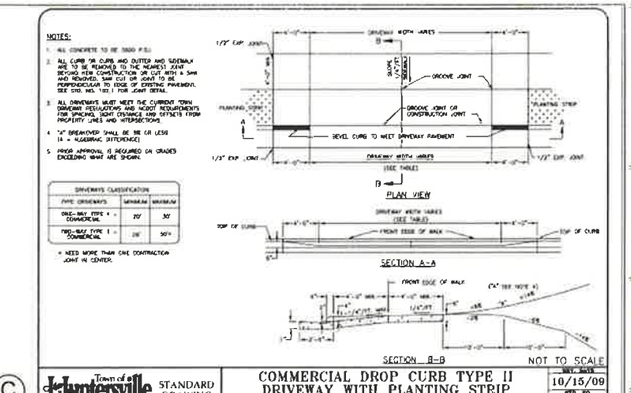


E GUARDRAIL
SCALE: 3/8" = 1'-00"



C

LTV81SS

ORDERING INFORMATION (Example)

LTV81SS/SP

FIXTURE With Flat Frame Lens Ring	
LTV81SS/SP	Spot[1,2]
LTV81SS/NF	Narrow Flood[1,2]
LTV81SS/WW	Wall Wash[1,2]
LTV82SS/SP	Spot[1,2]
LTV82SS/NF	Narrow Flood[1,2]
LTV82SS/WW	Wall Wash[1,2]
LTV83SS/SP	Spot[1,2]
LTV83SS/NF	Narrow Flood[1,2]
LTV83SS/WW	Wall Wash[1,2]

[1] All lens options are integral parts of component module and must be installed at factory.
[2] Opening of Component Module on site will void warranty

NOTE:
REFER TO SHEET S-01 FOR FIXTURE SPECIFICATION

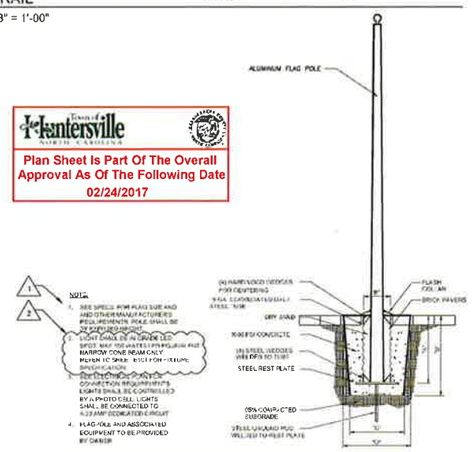
FEATURES

- Composite pour boxes ship ahead to simplify installation
- Sealed light engine prevents ingress of moisture and/or debris
- Bluetooth enabled field-aiming allows for wireless adjustment and dimming
- Available in spot, wall-wash, and narrow flood distributions
- 3000K, 4200K, and 5000K CCT
- Optional Slip Resistant Lens, Hex Cell Louver, Prismatic Lens

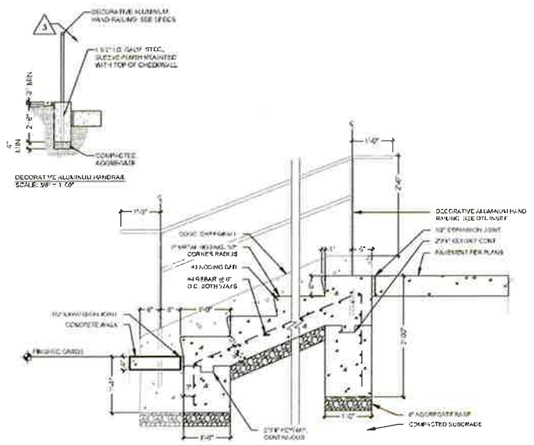
Pour Box rough in housing ships separately and is a quick ship if requested.

LTV81SS

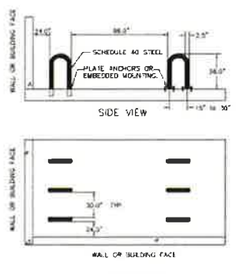
G FLAG POLE LIGHT FIXTURE



D FLAGPOLE



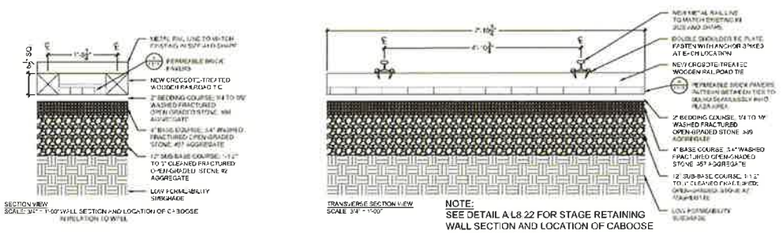
B CONCRETE STEPS w/ CHEEKWALLS AND HANDRAILS
SCALE: 3/4" = 1'-00"

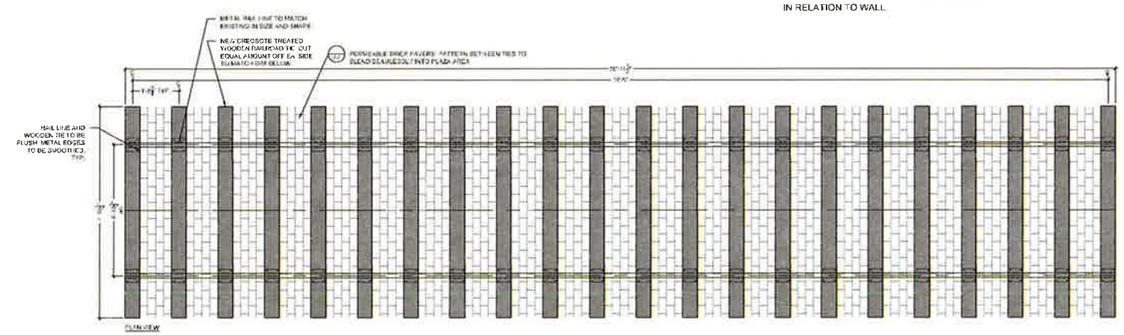


NOTES:
1. BIKE RACKS SHOULD BE INSTALLED AS PER MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES.
2. ALTERNATIVE BIKE RACKS OR LOCKERS MAY BE USED BUT ARE SUBJECT TO APPROVAL BY THE TOWN ENGINEER.
3. ALL DIMENSIONS SHOWN ARE MINIMUM.

NOT TO SCALE
Town of Huntersville NORTH CAROLINA
STANDARD DRAWING
INVERTED "U" RACK FOR BICYCLE PARKING
11/1/10
717.1

F BIKE RACK





A RAILROAD ASSEMBLY
SCALE: 1/2" = 1'-00"

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Steel Bridge Map

Seal: NORTH CAROLINA 11532 PROFESSIONAL ENGINEER

Issued for:

No.	Date	Description
1	12/20/2016	UDESA COMMENTS
2	02/03/2017	UDESA COMMENTS

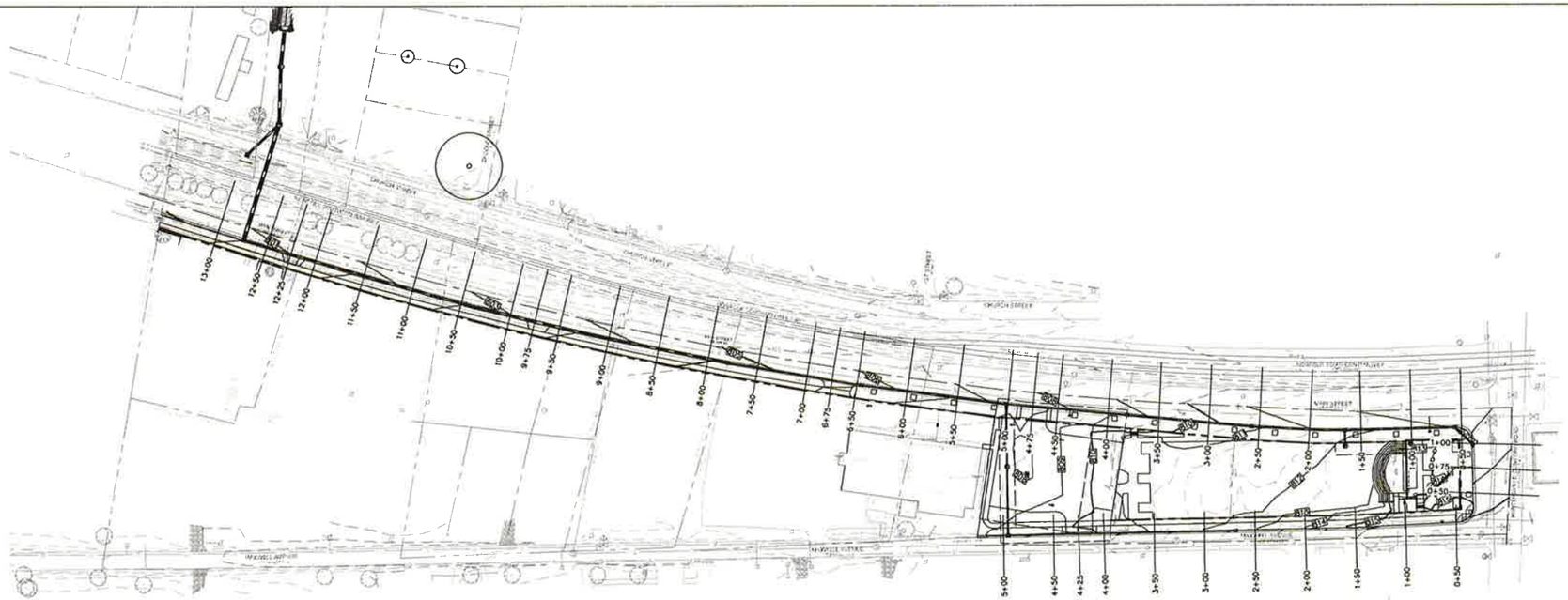
Scale: N/A

Title: **SITE DETAILS**

Project Number: X13034 Sheet
Date: 09.21.2016
Drawn by: MRB
Approved by: DRB

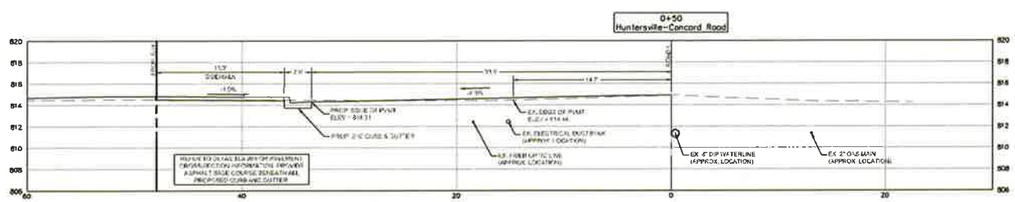
L8.23

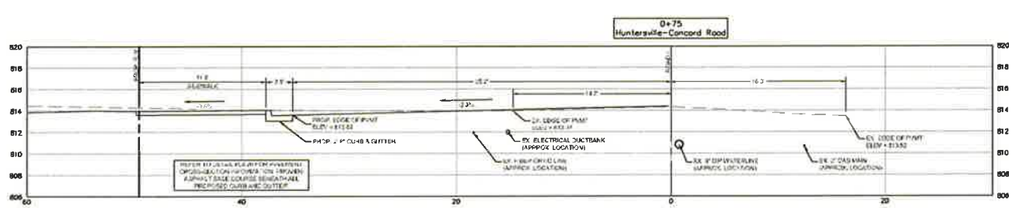
EXHIBIT B

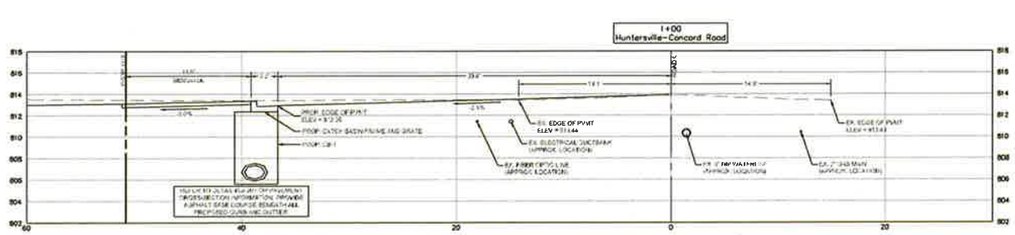


0 25 50 100 NORTH

SCALE: 1" = 50'







Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 02/03/17

Issued for:

No	Date	Description

0 2.5 5 10

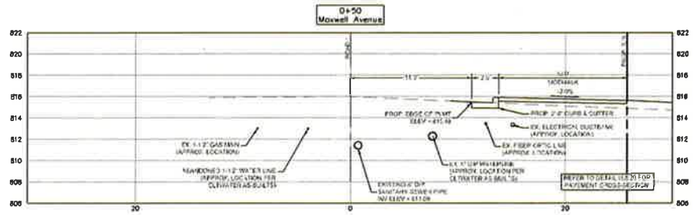
Scale: 1" = 5'

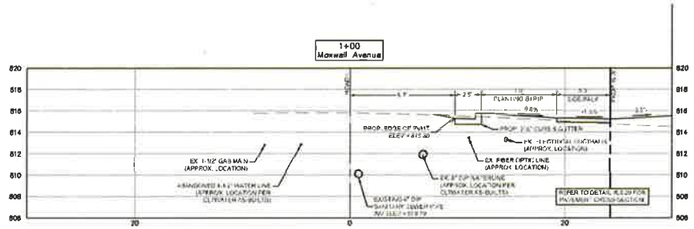
Title: ROADWAY CROSS-SECTIONS

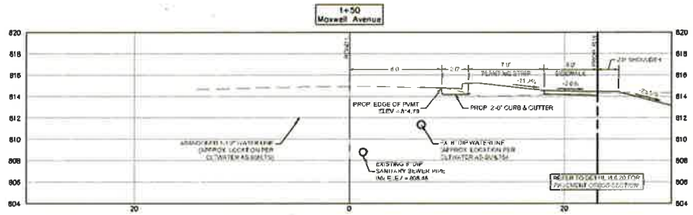
Project number: X13034 Sheet:
Date: 09.21.2016
Drawn by: DLE
Approved by: JRB

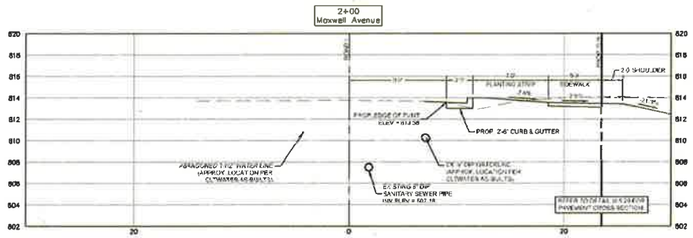
L9.00

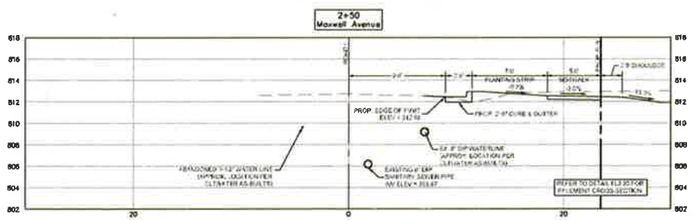
EXHIBIT B

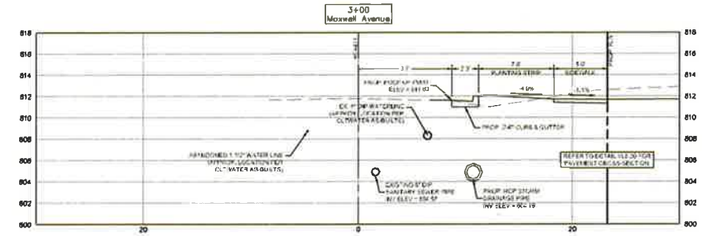


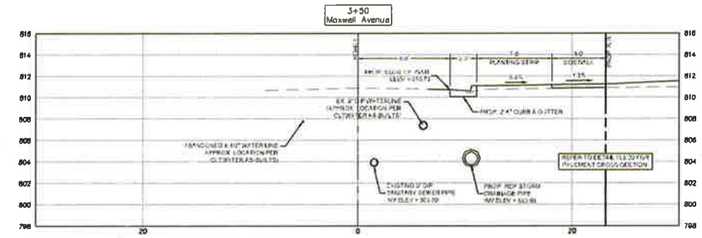


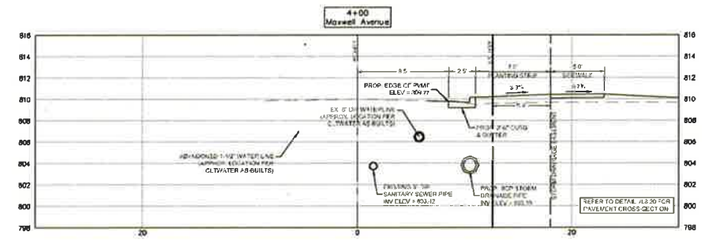


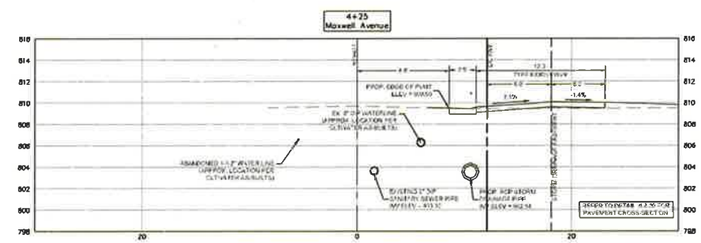


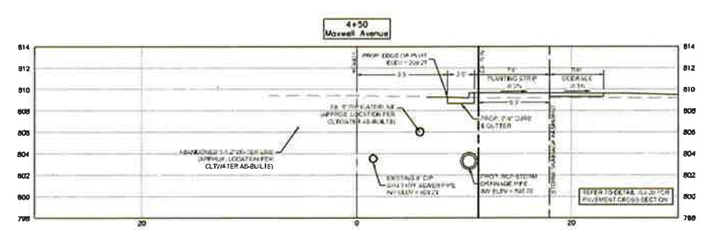


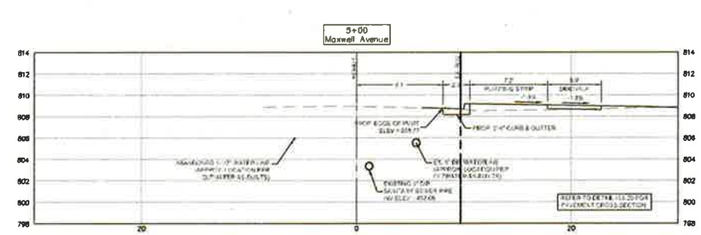












Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017

STEWART

Client: Town of Huntersville NORTH CAROLINA

Architects: insight ARCHITECTS

Project: VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19444 JAMES R. BATSINGER 02/03/17

Issued for:

No.	Date	Description

0 2.5 5 10

Scale 1" = 5'

Title: MAXWELL AVENUE CROSS-SECTIONS

Project number X13034 Sheet
Date 09.21.2016
Drawn by DLE
Approved by JRB

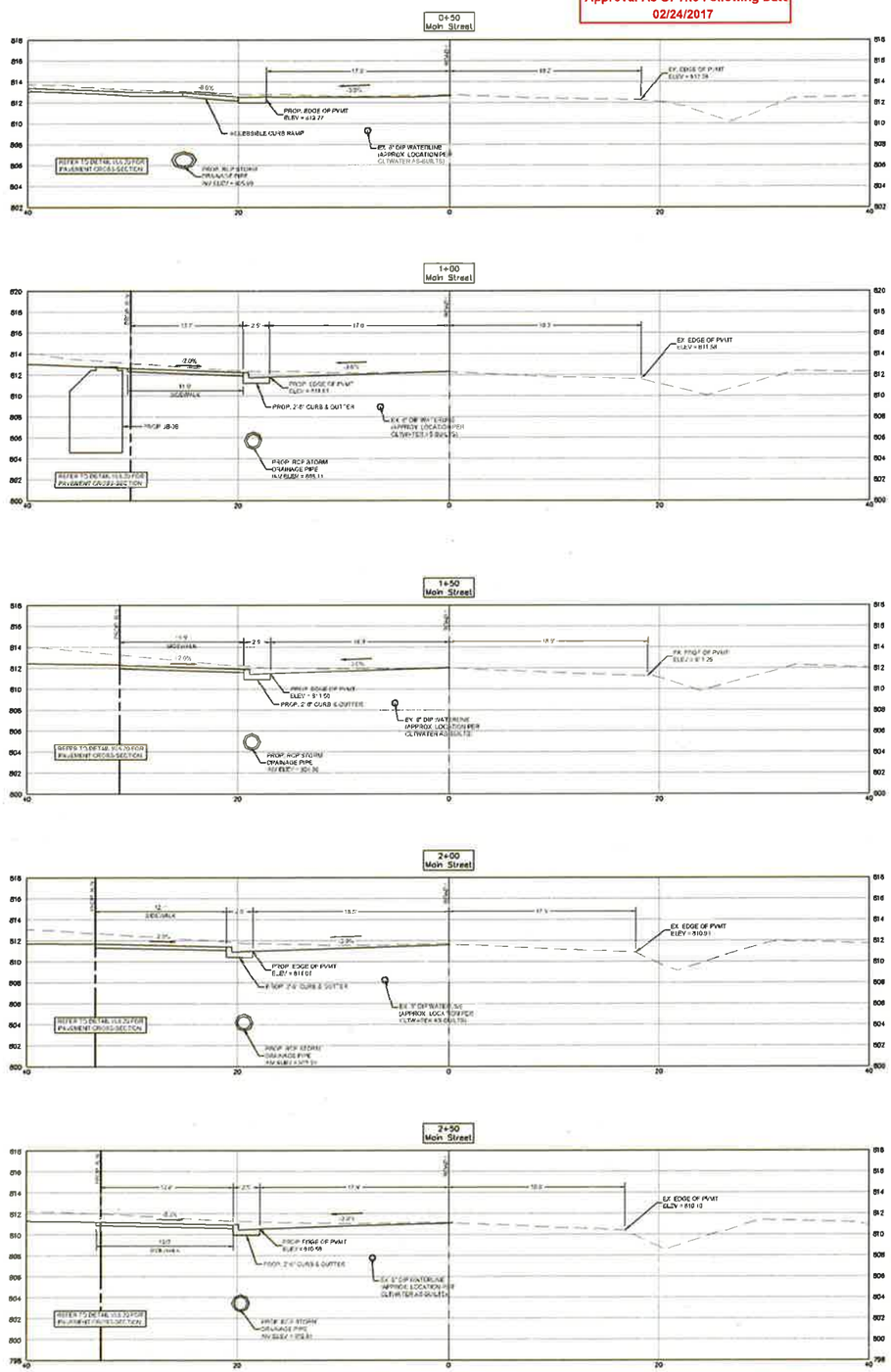
L9.10

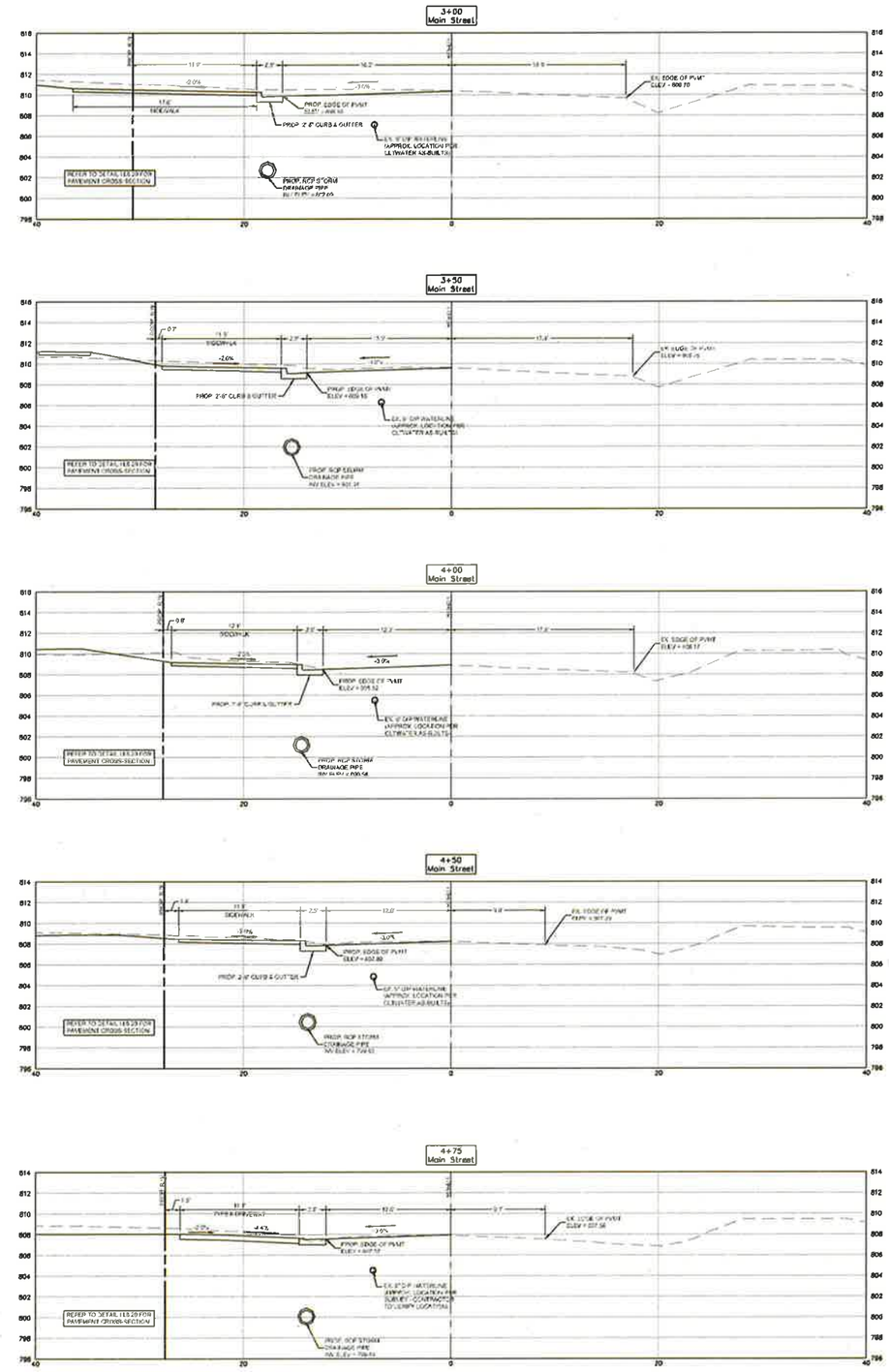
C:\Civil3D Proj\Active\X13034 L9.10-Cross-sections.dwg, Jan 31, 2017 - 12:00pm

EXHIBIT B

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017





STEWART

Client

Town of Huntersville NORTH CAROLINA

Architects

insight ARCHITECTS

Project

VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal:

Issued for:

No.	Date	Description

0 2.5 5 10

Scale 1" = 5'

Title

MAIN STREET CROSS-SECTIONS

Project number X13034 Sheet
Date 09.21.2016
Drawn by: DLS
Approved by JRB

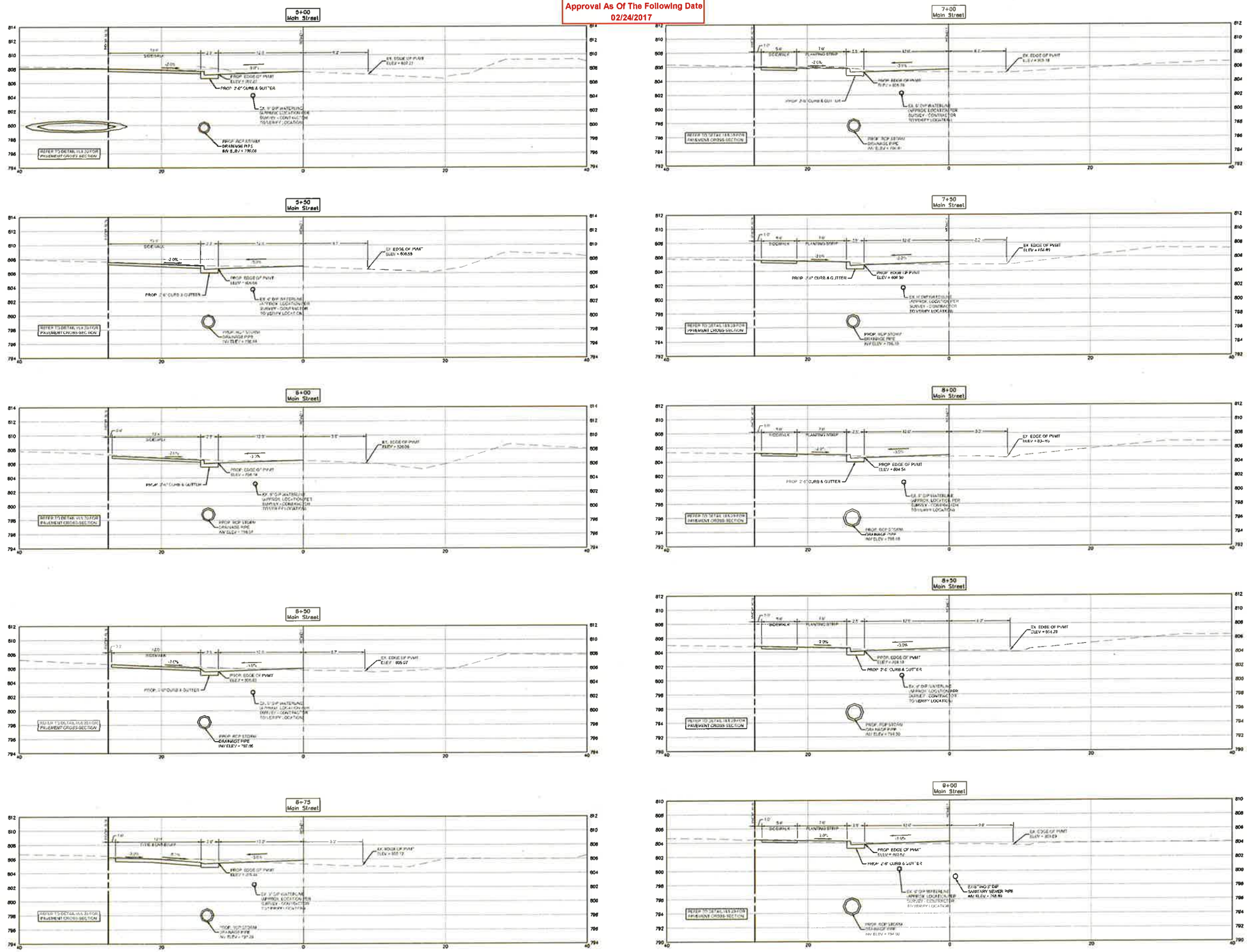
L9.20

C:\C3D\Temp\AcPublish_13780\X13034 L9.20 Cross sections.dwg Jan 31, 2017 - 12:45pm

EXHIBIT B

Town of Huntersville NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017



STEWART

Client

Town of Huntersville NORTH CAROLINA

Architects

insight ARCHITECTS

Project

VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 31676 JAMES R. BAYSINGER 02/24/17

Issued for:

No.	Date	Description

0 2.5 5 10

Scale: 1" = 5'

Title

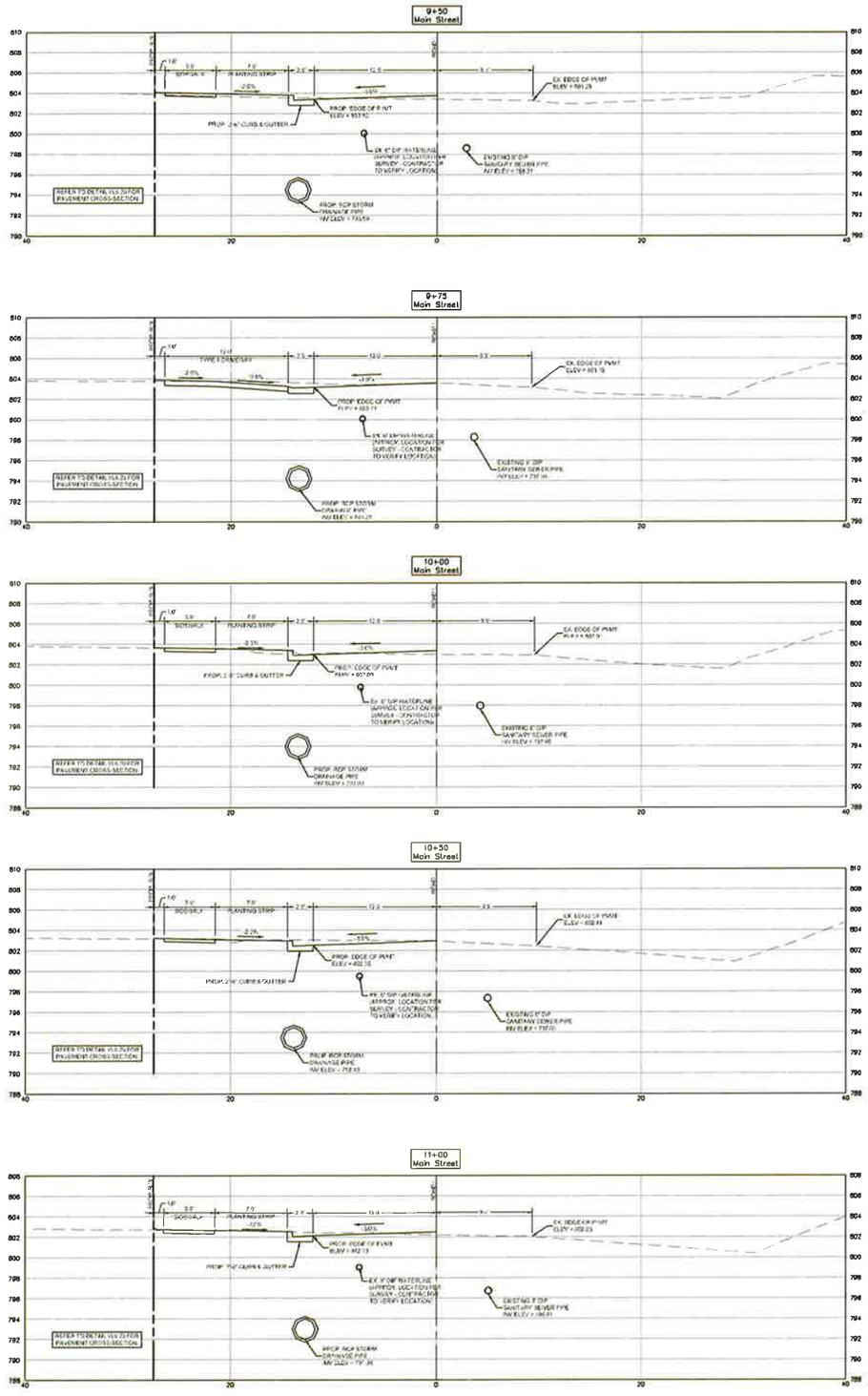
MAIN STREET CROSS-SECTIONS

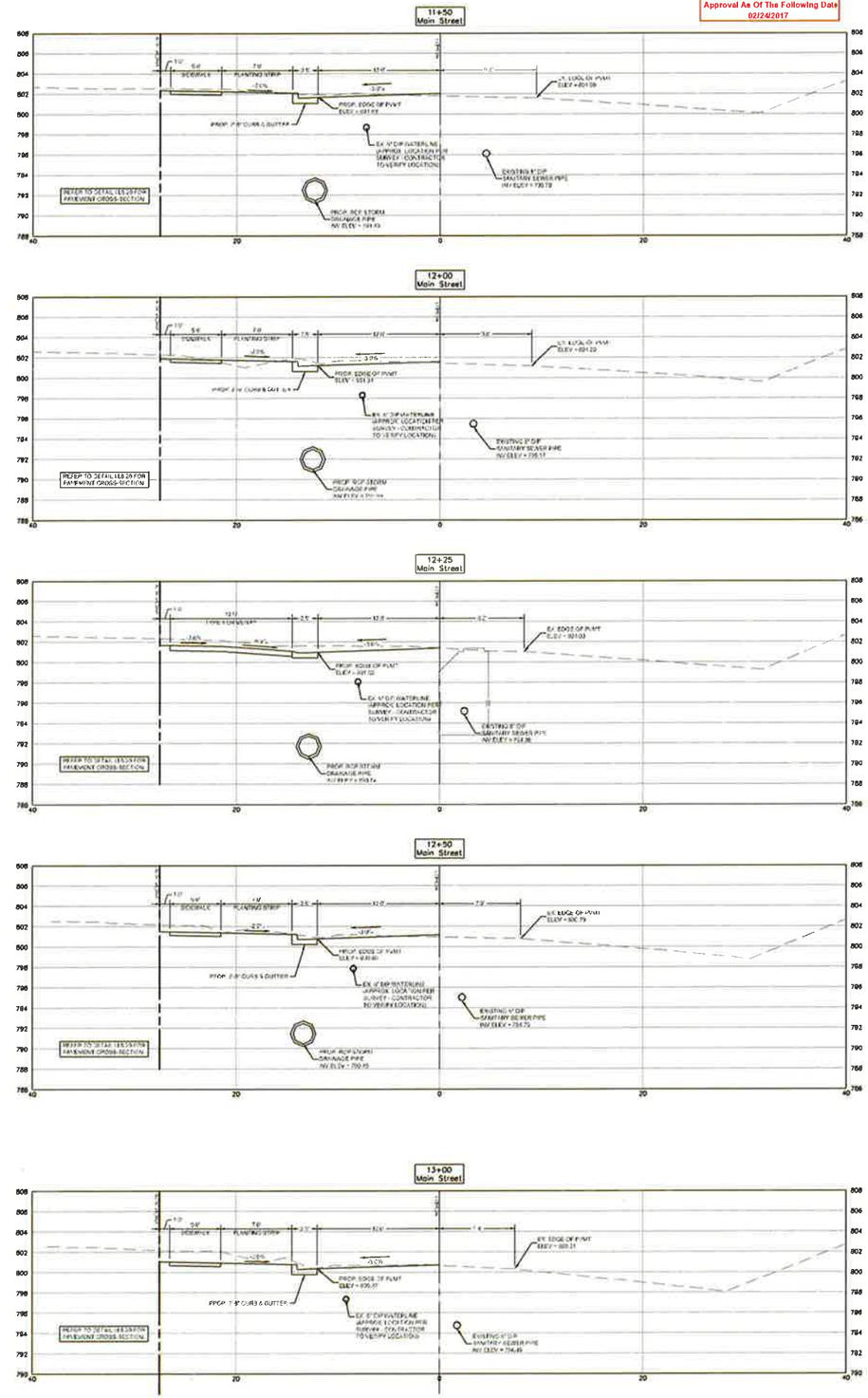
Project number: X13034 Sheet:
Date: 09.21.2016
Drawn by: DLS
Approved by: JRB

L9.21

EXHIBIT B

Plan Sheet Is Part Of The Overall Approval As Of The Following Date 02/24/2017





STEWART

Client

Town of Huntersville NORTH CAROLINA

Architects

insight ARCHITECTS

Project:

VETERANS PARK AT MAIN AND MAXWELL

Sheet Index Map

Seal:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 026847 JAMES R. BASINGER 02/03/17

Issued for:

No.	Date	Description

0 2.5 5 10

Scale: 1" = 5'

Title:

MAIN STREET CROSS-SECTIONS

Project number: X13034 Sheet:
Date: 09.21.2016
Drawn by: DLE
Approved by: JRB

L9.22

C:\2017\Projects\Active\X13034 Veterans Park\Cross-sections\Cross-sections.dwg Jan 31, 2017 - 12:00pm

EXHIBIT B

CODE DATA

2012 APPENDIX B
BUILDING CODE SUMMARY
FOR ALL COMMERCIAL PROJECTS

a. Project Information

Name of Project: Huntersville – "Icehouse" Outdoor Platform
Address: 101 N Main Street, Huntersville Zip Code: 28078
Proposed Use: A-5 (Covered outdoor platform, open on all sides)
Owner Authorized Agent: Michael Jaycocks Phone # (704) 766-2220 E-Mail: mjaycocks@huntersville.org
Owned By: ☒ City County ☐ Private ☐ State
Code Enforcement Jurisdiction: ☒ City Huntersville ☒ County Mecklenburg ☐ State

b. Project Summary/ Alternative Means of Compliance

Building description: New steel & heavy timber, framed canopy over elevated slab-on-grade platform for outdoor performances. The canopy covers approximately 1,000 square feet and it open on all sides.

Does this project have air rights, easements, an assumed or deeded property line, no build easements or other circumstances similar to the aforementioned? Yes ____ No ☒ If yes, please provide a copy of the official documents.

c. Design Professional Information

LEAD DESIGN PROFESSIONAL: Kristina Held – Insight Architects

	FIRM	NAME	LIC. #	TELEPHONE #	E-MAIL
Architectural	Insight Architects, PC	Kristina Held	10764	(704) 344-0415	kheld@insightarch.com
Civil	Stewart Engineering	James Baysinger	34628	(704) 334-7925	jbaysinger@stewartinc.com
Electrical	Optima Engineering	Brian Thompson	23494	(704) 338-1292	bthompson@optimaeng.com
Fire Alarm	N/A				
Plumbing	N/A				
Mechanical	N/A				
Sprinkler	N/A				
Structural	Stewart Engineering	[illegible]	[illegible]	[illegible]	[illegible]

d. Type of work being performed

What type of work is being performed?

☒ New Construction (A project from the site work through the completion of work required for tenant occupancy. This includes Shell Buildings)
☐ Addition (An Existing Building that is being heated or unheated space. This could be an addition to the footprint or a vertical expansion)
☐ Upfit (First Time Interior Completion) (Upfit – the first time interior completion of a single (tenant occupied) shell space in a newly constructed building. The applicant must provide a copy of the approved shell)
☐ Alteration Renovation (Previously Occupied Space) This includes Change of Use

e. Code Data – NCSBC

Building Code: ☒ 2012 North Carolina State Building Code (NCSBC)
Check all that apply: ☒ New building ☐ Shell building ☐ First time interior completion (upfit) ☐ Addition

f. 2012 REHAB Code – N/A

g. Basic Building Data (Required information for all projects)

Construction Type (Table 601): ☒ V-B
Sprinklers (Section 903): ☒ No ☐ Partial ☐ Yes ☐ NFPA 13 ☐ NFPA 13R ☐ NFPA 13D
Standpipes (Section 905): ☒ No ☐ Yes Class ☐ I ☐ II ☐ III ☐ Wet ☐ Dry NFPA 14
Fire District: ☒ No ☐ Yes (Primary) (Appendix D)
Flood Hazard Area (Appendix G): ☒ No ☐ Yes
Building Height (feet) 19'-6" (Table 503) Stories 1
Gross Building Area (Square Feet):

Floor	Existing	New	Sub-Total	
1st Floor	0	1,000	0	0
Total	0	1,000	0	0

h. Allowable Area / Occupancy Classification

Occupancy(s): (Chapter 3)
Assembly (303) ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☒ A-5 (Covered outdoor platform, open on all sides)
Business (304) ☐ B
Educational (305) ☐ E
Factory (306) ☐ F-1 Moderate ☐ F-2 Low
Hazardous (307) ☐ H-1 Detonate ☐ H-2 Deflagrate ☐ H-3 Combust ☐ H-4 Health ☐ H-5 HPM
Institutional (308) ☐ I-1 ☐ I-2 ☐ I-3 ☐ I-4
I-3 Condition ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Mercantile (309) ☐ M
Residential (310) ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4
Storage (311) ☐ S-1 Moderate ☐ S-2 Low ☐ High-piled ☐ Parking Garage ☐ Open ☐ Enclosed ☐ Repair Garage
Utility and Miscellaneous (312) ☐ U

Accessory Occupancies (≤ 10%): N/A

Incidental Uses: If applicable areas with additional requirements (Table 509.2.5):
☐ Furnace room where any piece of equipment is over 400,000 Btu per hour input
☐ Rooms with boilers where the largest piece of equipment is over 15 psi and 10 horsepower
☐ Refrigerant machine room
☐ Hydrogen cutoff rooms, not classified as Group H
☐ Incinerator rooms
☐ Paint shops, not classified as Group H, located in occupancies other than Group F
☐ Laboratories and vocational shops, not classified as Group H, located in a Group E or I-2 occupancy
☐ Laundry rooms over 100 square feet
☐ Group I-3 cells equipped with padded surfaces
☐ Group I-2 waste and linen collection rooms
☐ Waste and linen collection rooms over 100 square feet
☐ Stationary storage battery systems having a liquid electrolyte capacity of more than 50 gallons, or a lithium-ion capacity of 1,000 pounds used for facility standby power, emergency power or uninterrupted power supplies
☐ Rooms containing fire pumps ☐ Rooms containing Life Safety generator ☐ Rooms containing primary transformers
☐ Group I-2 storage rooms over 100 square feet
☐ Group I-2 commercial kitchens
☐ Group I-2 laundries equal to or less than 100 square feet
☐ Group I-2 rooms or spaces that contain fuel-fired heating equipment

Special Uses: If Applicable ☐ 402 ☐ 403 ☐ 404 ☐ 405 ☐ 406 ☐ 407 ☐ 408 ☐ 409 ☒ 410 ☐ 411 ☐ 412 ☐ 413 ☐ 414 ☐ 415 ☐ 416 ☐ 417 ☐ 418 ☐ 419 ☐ 420 ☐ 421 ☐ 422 ☐ 423 ☐ 424 ☐ 425 ☐ 426 ☐ 427

Special Provisions: If Applicable ☐ 509.2 ☐ 509.3 ☐ 509.4 ☐ 509.5 ☐ 509.6 ☐ 509.7 ☐ 509.8 ☐ 509.9

Mixed Occupancy Use: (508.3) If Applicable ☒ No ☐ Yes Separation ____ Hr Exception ____
☐ Incidental Use Separation (508.2.5)
☐ Non-Separated Use (508.3)
☐ Separated Use (508.4)

STORY NO.	DESCRIPTION AND USE	(A) BLDG AREA PER STORY (ACTUAL)	(B) TABLE 503 AREA	(C) AREA FOR FRONTAGE INCREASE	(D) AREA FOR SPRINKLER INCREASE	(E) ALLOWABLE AREA OR UNLIMITED	(F) MAXIMUM BUILDING AREA
1	A-5	1,000	UL	Not req'd	N/A	UL	UL

Frontage area increases from Section 506.2 are computed thus: [illegible]

i. Allowable Height (Chapter 5)

	ALLOWABLE (TABLE 503)	INCREASE FOR SPRINKLERS	SHOWN ON PLANS	CODE REFERENCE
Type of Construction		Type V-B		
Building Height in Feet	40	N/A	19'-6"	
Building Height in Stories	1	N/A	1	

j. Fire Protection Requirements (Chapter 7)

BUILDING ELEMENT	FIRE SEPARATION DISTANCE (FEET)	REQ'D	RATING PROVIDED (W/ REDUCTION)	DETAIL # AND SHEET #	DESIGN # FOR RATED ASSEMBLY	DESIGN # FOR RATED PENETRATION	DESIGN # FOR RATED JOINTS
Structural Frame		0	0				
Bearing Walls – Exterior							
North	30'	N/A					
East	30'	N/A					
West	30'	N/A					
South	30'	N/A					
Interior		N/A					
Nonbearing Walls and Partitions – Exterior walls							
North	30'	N/A					
East	30'	N/A					
West	30'	N/A					
South	30'	N/A					
Interior walls and partitions		N/A					
Floor Construction		0	0				
Roof Construction		0	0				
Shaft Enclosures – Exit		N/A					
Shaft Enclosures – Other		N/A					
Corridor Separation		N/A					
Occupancy Separation		N/A					
Party/Fire Wall Separation		N/A					
Smoke Barrier Separation		N/A					
Smoke Partitions		N/A					
Tenant/Dwelling Unit/Sleeping Unit Separation		N/A					

k. Percentage of Wall Opening Calculations – N/A

l. Wall Legends

☐ Fire Walls ☐ Fire Barriers ☐ Shaft Enclosures ☐ Fire Partitions ☐ Smoke Barriers
☐ Smoke Partitions ☒ No rated walls are present

m. Life Safety Systems (Existing or new systems)

Emergency Lighting (1006): ☐ No ☒ Yes
Exit Signs (1011): ☒ No ☐ Yes
Fire Alarm (907, NFPA 72-07): ☒ No ☐ Yes
Smoke Detection Systems (907): ☒ No ☐ Yes ☐ Partial
Panic Hardware (1008.1.10): ☒ No ☐ Yes
Life safety systems generator (2702.2): ☒ No ☐ Yes

n. Life Safety Plan check list for compliance

☐ Fire and/or smoke rated wall locations (Chapter 7)
☒ Assumed and real property line locations
☐ Exterior wall opening area with respect to distance to assumed property lines (705.8)
☒ Existing structures within 30' of the proposed building
☒ Occupancy types for each area as it relates to occupant load calculations (Table 1004.1.1)
☒ Occupant loads for each area
☒ Exit access travel distances (1016)
☐ Common path of travel distances (1014.3 & 1028.8)
☐ Dead end lengths (1018.4)
☐ Clear exit widths for each exit door
☐ Maximum calculated occupant load capacity each exit door can accommodate based on egress width (1005.1)
☐ Actual occupant load for each exit door
☐ A separate schematic plan indicating where fire rated floor ceiling and/or roof structure is provided for purposes of occupancy separation
☐ Location of doors with panic hardware (1008.1.10)
☐ Location of doors with delayed egress locks and the amount of delay (1008.1.9.7)
☐ Location of doors with electromagnetic egress locks (1008.1.9.8)
☐ Location of doors equipped with hold-open devices
☐ Location of emergency escape windows (1029)
☐ The square footage of each fire area (902)
☐ The square footage of each smoke compartment (407.4)
☐ Note any code exceptions or table notes that may have been utilized regarding the items above

o. Exit Requirements

NUMBER AND ARRANGEMENT OF EXITS

FLOOR, ROOM OR SPACE DESIGNATION	MINIMUM NUMBER OF EXITS – REQUIRED	MINIMUM NUMBER OF EXITS – SHOWN ON PLANS	TRAVEL DISTANCE – ALLOWABLE TRAVEL DISTANCE (TABLE 1016.1)	TRAVEL DISTANCE – ACTUAL TRAVEL DISTANCE SHOWN ON PLANS	ARRANGEMENT MEANS OF EGRESS – REQUIRED DISTANCE BETWEEN EXITS	ARRANGEMENT MEANS OF EGRESS – ACTUAL DISTANCE SHOWN ON PLANS
PLATFORM	2	2	200'	16'	22'	40'

OCCUPANT LOAD AND EXIT WIDTH

USE GROUP OR SPACE DESCRIPTION	AREA SQ. FT.	AREA PER OCCUPANT	CALCULATED OCCUPANT LOAD	EGRESS WIDTH PER OCCUPANT – STAIR	EGRESS WIDTH PER OCCUPANT – LEVEL	EXIT WIDTH REQUIRED (SECTION 1005.1) – STAIR	EXIT WIDTH REQUIRED – LEVEL	ACTUAL WIDTH SHOWN ON PLANS – STAIR	ACTUAL WIDTH SHOWN ON PLANS – LEVEL
Platform	[illegible]	15 NET	[illegible]	0.3	0.2	[illegible]	[illegible]	10'	10'

p. Accessible Dwelling Units and sleeping units – N/A

q. Accessible Parking – Refer to Civil Drawings

r. Structural Design – Refer to Structural Drawings

s. Special Inspections – N/A

t. Plumbing Fixtures Requirements

Performance area will be utilized for special events only. In such events portable outdoor toilets will be utilized.

u. Special Approvals (If applicable to your project)

Special approval: (Local Jurisdiction, Department of Insurance, OSC, DPI, DHHS, ICC, etc., describe below) Town of Huntersville zoning.

v. Energy Summary (New Construction, Additions, Change of use and upfits)

ENERGY REQUIREMENTS:
The following data shall be considered minimum and any special attribute required to meet the North Carolina Energy Conservation Code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design vs annual energy cost for the proposed design.

Climate Zone: (North Carolina Energy Conservation Code NCECC 301.1) ☒ 3 ☐ 4 ☐ 5

THERMAL ENVELOPE: (NCECC Chapter 4 and/or 5) – N/A

MECHANICAL SUMMARY (NCECC 303) – N/A

ELECTRICAL SUMMARY (NCECC 505) – SEE ELECTRICAL DRAWINGS

ABBREVIATIONS

A
ACT ACOUSTICAL CEILING TILE
ADD ADDENDUM
ADH ADHESIVE
ADJ ADJACENT
A/C AIR CONDITIONING
ALT ALTERNATE
ALUM ALUMINUM
ANOD ANODIZED
APPROX APPROXIMATE
ARCH ARCHITECTURAL
ASPH ASPHALT
AUTO AUTOMATIC

B
BD BOARD
BIT BITUMINOUS
BLDG BUILDING
BLK BLOCK
BLKG BLOCKING
BM BENCH MARK
BOT BOTTOM
BPL BEARING PLATE
BRG BEARING
BRK BRICK
BS BOTH SIDES
BSMT BASEMENT
BUR BUILT-UP ROOF
BVL BEVELED
BW BOTH WAYS

C
CAB CABINET
CB CATCH BASIN
CEM CEMENT
CG CORNER GUARD
CHAM CHAMFER
CI CAST IRON
CIPC CAST IN PLACE CONCRETE
CJ CONTROL JOINT
CK CAULK
CL CENTER LINE
CLG CEILING
CLR CLEAR
CMB CEMENTITIOUS BOARD
CMU CONCRETE MASONRY UNIT
COL COLUMN
COMB COMBINATION
COMPO COMPOSITION (COMPOSITE)
COMPR COMPRESS(ED), (ION), (IBLE)
CONC CONCRETE
CONT CONTINUOUS
CORR CORRUGATED
CPT CARPET(ED)
CSMT CASEMENT
CST CAST STONE
CT CERAMIC TILE
CTB CERAMIC TILE BASE
CU FT CUBIC FOOT
CU YD CUBIC YARD

D
DA DOUBLE ACTING
DEM DEMOLISH, DEMOLITION
DEP DEPRESSED
DET DETAIL
DF DRINKING FOUNTAIN
DH DOUBLE HUNG
DIA DIAMETER
DIAG DIAGONAL
DIM DIMENSION
DISP DISPENSER
DIV DIVISION
DR DOOR
DRB DRAIN BOARD
DRWG DRAWING
DS DOWNSPOUT
DT DRAIN TILE
DW DUMBWAITER
DWR DRAWER

E
E EAST
EA EACH
EF EACH FACE
ELEC ELECTRIC(AL)
ELEV ELEVATION
EMER EMERGENCY
ENCL ENCLOSE, ENCLOSURE
EP ELECTRICAL PANEL
EQ EQUAL
EQUIP EQUIPMENT
EST ESTIMATE(D)
EWC ELECTRIC WATER COOLER
EXH EXHAUST
EXIST EXISTING
EXP EXPOSED
EXT EXTERIOR

F
FA FIRE ALARM
FBD FIBERBOARD
FD FLOOR DRAIN
FE FIRE EXTINGUISHER
FEC FIRE EXTINGUISHER CABINET
FFE FINISHED FLOOR ELEVATION
FGL FIBERGLASS
FHS FIRE HOSE STATION
FIN FINISH(ED)
FLCO FLOOR CLEAN OUT
FLR FLOOR
FLUOR FLUORESCENT
FLX FLEXIBLE
FN FENCE
FND FOUNDATION
FOC FACE OF CONCRETE
FOM FACE OF MASONRY
FOS FACE OF STUD
FPL FLOOR PLATE
FR FRAME(D), (ING)
FRT FIRE RETARDANT TREATED
FS FLOOR SINK
FTG FOOTING
FUR FURRING, FURRED
FV FIELD VERIFY

G
GA GAGE, GAUGE
GB GRAB BAR
GALV GALVANIZED
GC GENERAL CONTRACTOR
GCMU GLAZED CONCRETE MASONRY UNIT
GD GRADE, GRADING
GI GALVANIZED IRON
GKT GASKET(ED)
GL GLASS
GLB GLASS BLOCK
GLF GLASS FIBER
GP GALVANIZED PIPE
GPL GYPSUM LATH
GPPL GYPSUM PLASTER
GPT GYPSUM TILE
GRAN GRANITE
GSS GALVANIZED STEEL SHEET
GST GLAZED STRUCTURAL TILE
GVL GRAVEL
GWB GYPSUM WALL BOARD

H
HB HOSE BIB
HBD HARDBOARD
HC HOLLOW CORE
HDW HARDWARE
HEX HEXAGONAL
HM HOLLOW METAL
HOR HORIZONTAL
HT HEIGHT
HTG HEATING
HVAC HEATING/VENTILATION/AIR CONDITIONING
HWD HARDWOOD
HWH HOT WATER HEATER

I
ID INSIDE DIAMETER
INCIN INCINERATOR
INCL INCLUDE(D), (ING)
IPS IRON PIPE SIZE
INSC INSULATING CONCRETE
INSF INSULATING FILL
INSUL INSULATE(D), INSULATION
INT INTERIOR
INV INVERT

J
J JOIST
JC JANITOR'S CLOSET
JF JOINT FILLER
JT JOINT

K
KIT KITCHEN
KO KNOCK OUT
KPL KICK PLATE

L
L LENGTH
LAB LABORATORY
LAD LADDER
LB LAG BOLT
LBL LABEL
LAM LAMINATE(D)
LAV LAVATORY
LH LEFT HAND
LMS LIMESTONE
LS LIGHT SWITCH
LT LIGHT
LTL LINTEL
LVL LEVEL
LVR LOUVER
LW LIGHTWEIGHT
LWC LIGHTWEIGHT CONCRETE

M
MAS MASONRY
MATL MATERIAL(S)
MAX MAXIMUM
MB MARKER BOARD
MBR MEMBER
MC MECHANICAL COMPACTOR
MECH MECHANICAL
MED MEDIUM
MFD METAL FLOOR DECK
MFR MANUFACTURER
MH MANHOLE
MI MALLEABLE IRON
MIN MINIMUM
MISC MISCELLANEOUS
MO MASONRY OPENING
MOD MODULAR
MOV MOVEABLE
MRD METAL ROOF DECK
MRGWB MOISTURE RESISTANT GYPSUM WALL BOARD
MT METAL THRESHOLD
MTL METAL
MULL MULLION
MWK MILLWORK

N
N NORTH
NA NOT APPLICABLE
NAT NATURAL
NC NON COMBUSTIBLE
NI NICKEL
NIC NOT IN CONTRACT
NL NO LIMIT
NOM NOMINAL
NR NOISE REDUCTION
NRC NOISE REDUCTION COEFFICIENT
NTS NOT TO SCALE

O
OC ON CENTER
OD OUTSIDE DIAMETER
OH OVERHEAD
OJ OPEN WEB JOIST
OPG OPENING
OPH OPPOSITE HAND
OPP OPPOSITE

R
RA RETURN AIR
RAD RADIUS
RB RUBBER BASE
RBT RUBBER TILE
RCP REFLECTED CEILING PLAN
RCT REINFORCED CONCRETE
RD ROOF DRAIN
REC RECEPTACLE
RE REFER (TO)
REF REFRIGERATOR
REG REGISTER
REINF REINFORCED
REM REMOVE
RES RESILIENT
REV REVERSE (SIDE)
RFG ROOFING
RFL REFLECT ED, IVE
RH RIGHT HAND
RO ROUGH OPENING
RM ROOM
ROW RIGHT OF WAY
RST RUBBER STAIR TREAD

S
S SOUTH
SAN SANITARY (SEWER)
SC SOLID CORE
SCHED SCHEDULE
SECT SECTION
SERV SERVING
SHTHG SHEATHING
SHT SHEET
SIM SIMILAR
SPECS SPECIFICATIONS
SQ SQUARE
SQ FT SQUARE FOOT
SQ IN SQUARE INCH
SS STAINLESS STEEL
ST STORM SEWER
STA STATION
STCNC STAINED CONCRETE
STD STANDARD
STL STEEL
STOR STORAGE
STRUCT STRUCTURE, STRUCTURAL
SYM SYMMETRIC
SYN SYNTHETIC
SYS SYSTEM

T
T TREAD
TB TACKBOARD
TBP THROUGH BODY PORCELAIN
THRES THRESHOLD
TOC TOP OF CURB
TOM TOP OF MASONRY
TOS TOP OF STEEL
TOW TOP OF WALL
TYP TYPICAL

U
UC UNDERCUT
UNF UNFINISHED
UR URINAL

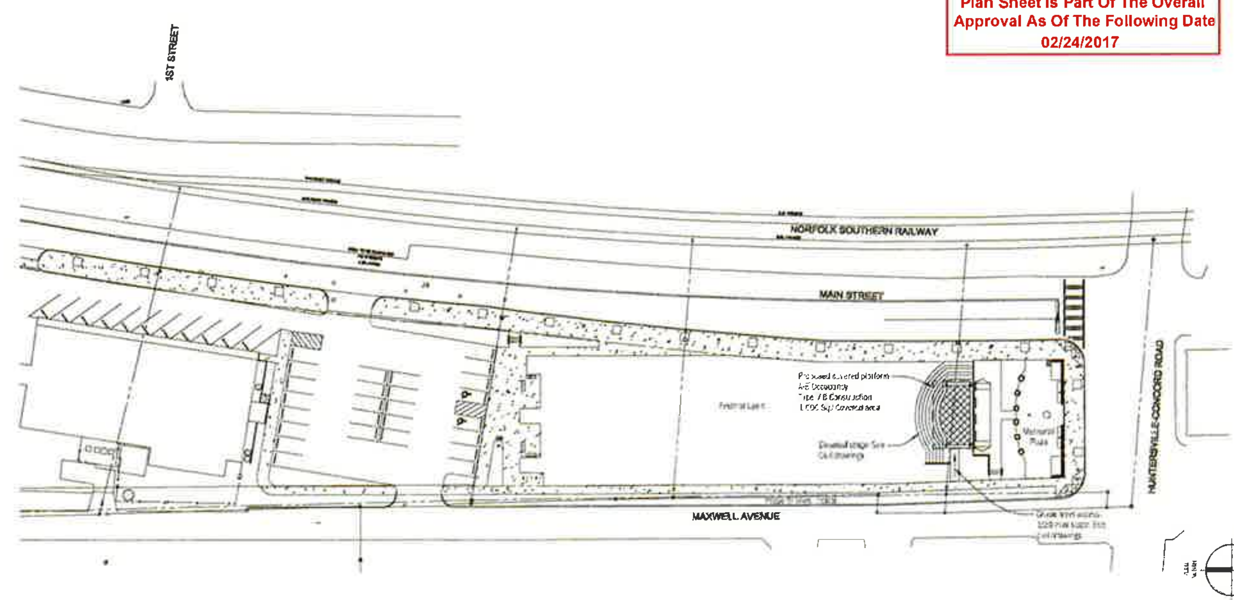
V
VAR VARNISH
VERM VERMICULITE
VERT VERTICAL
VIN VINYL
VB VINYL BASE
VWC VINYL WALL COVERING
VCT VINYL COMPOSITION TILE
VT VINYL TILE

W
W WEST
WB WOOD BASE
WC WATER CLOSET
WD WOOD
WF WALL FABRIC
WG WIRE GLASS
WH WALL HUNG
WHS WHEEL STOP
WI WROUGHT IRON
WIN WINDOW
W/O WITHOUT
WSCT WAINSCOT
WWF WELDED WIRE FABRIC

DRAWING SYMBOLOGY

- BUILDING SECTION INDICATOR
- PLAN DETAIL INDICATOR
- INTERIOR ELEVATION INDICATOR
- ELEVATION INDICATOR
- DOOR NUMBER RE: DOOR SCHEDULE
- PARTITION TYPE INDICATOR RE: PARTITION SCHEDULE
- REVISION
- ROOM/SPACE INDICATOR — ROOM NAME / ROOM OR SPACE; NUM / ROOM NUMBER
- WINDOW TYPE RE: WINDOW SCHEDULE
- KEYNOTE RE: KEYNOTES ON SAME PAGE
- SIGN TYPE RE: SIGN SCHEDULE
- EQUIPMENT BY OWNER RE: EQUIPMENT SCHEDULE
- FEC — FIRE EXTINGUISHER CABINET LOCATION COORDINATE FINAL LOCATION W/ FIRE MARSHALL
- OCCUPANT LOAD OF ROOM/SPACE
- MAXIMUM LOAD OF EGRESS COMPONENT / EGRESS CAPACITY OF COMPONENT (WIDTH / 0.2 OR 0.3)
- PANIC HARDWARE
- 1 HR FIRE BARRIER
- 2 HR FIRE BARRIER
- 3 HR FIRE BARRIER
- 4 HR FIRE BARRIER

Town of Huntersville, North Carolina
Plan Sheet Is Part Of The Overall Approval As Of The Following Date
02/24/2017



A1 KEY PLAN

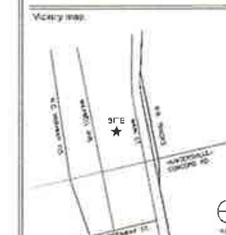
STEWART
2005 S COLLEGE ST, STE 710 CHARLOTTE, NC 28212 T 704 334 7925

Client: Town of Huntersville, North Carolina

Architects: insight ARCHITECTS

Project: **VETERANS PARK AT MAIN AND MAXWELL**

Vicinity map:



Seal:

Kristina Held — Charlotte, N.C. — 09-21-16
Insight Architects, PC — Charlotte, N.C.

Issued for:

No	Date	Description

Scale: NTS

Title: **SYMBOLOGY, CODE SUMMARY & KEY PLAN**

Project number: X10034
Date: 09.21.2016
Drawn by: KKH
Approved by: KKH
Sheet: **G002**

EXHIBIT B

SPECIFICATIONS

GENERAL REQUIREMENTS

1. The Contractor shall complete the Improvements in accordance with the working drawings and specifications. It is intended that the Contractor shall construct a complete and usable facility including all work mentioned in the plans and specifications and also all work which may be reasonably inferable from the contract documents as being necessary to produce the intended results. The intent of the contract documents is to include all labor, materials, equipment and any other items necessary for the proper execution and completion of the work.
2. All Contractors are responsible for inspecting the job site in detail to become familiar with existing and anticipated conditions that might affect the progress of construction.
3. The General Contractor is responsible for coordination of all work performed by others in connection with this contract including all utility companies and government authorities.
4. Parking must be confined to an area designated by the Owner. Coordinate parking and staging locations with the landlord and tenant prior to the start of activities.
5. The Contractor shall be responsible for any temporary facilities and temporary utilities required to construct this project. At no time should a contractor tap into an existing service. Temporary facilities must be removed from the site before the job is complete.
6. The tenant's General Contractor shall be responsible for each subcontractor removing and disposing of all tools, equipment, surplus material and rubbish.
7. Any damage to existing construction caused by the Contractor or his subcontractors shall be repaired to its original condition.
8. The Contractor shall furnish the tenant and the landlord maintenance and operating manuals and equipment guarantees for all water heaters, unit heaters, exhaust fans, HVAC equipment, electrical equipment, and any other equipment for which the manufacturer normally supplies operating manuals and/or equipment guarantees.

WOOD AND PLASTICS

1. All lumber shall be grade marked by the Southern Pine Inspection Bureau, the West Coast Lumberman's Association or the American Plywood Association.
2. Any wood members exposed to external elements (e.g. wood members for roof curbs) or directly in contact with concrete slab-on-grade are to be pressure treated wood.
3. Wood Preservative-Treated Materials
   a. Preservative Treatment by Pressure Process: AWPA C2 (lumber) and AWPA C9 (plywood), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).
   b. Kiln dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
   c. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
   d. Application: Treat items indicated on Drawings, and the following:
      1. Wood curbs, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
      2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
4. Fasteners
   a. General: Where carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
   b. Power Driven Fasteners: CABO NER-272.

STANDING SEAM METAL ROOFING

1. Submittals:
   a. Product Data: For each type of product.
   b. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
   c. Samples: Two 12" x 12" samples for each type of metal panel indicated.
2. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
3. Warranty: Provide five-year manufacturer warranty for water tightness of metal roofing. Warranty shall include 20-year warranty for degradation of metal finish.
4. Wind Uplift Resistance: Provide custom-fabricated sheet metal roofing capable of resisting design negative uplift pressure indicated on Drawings. Provide clips, fasteners, and clip spacing of type indicated and with capability to sustain, without failure, a load equal to 3 times the design negative uplift pressure.
5. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. AEP Span.
   b. Atas International.
   c. Berridge Manufacturing Co.
   d. MBCI, Div. of NCI Building Systems.
   e. McElroy Metal, Inc.
   f. Petersen Aluminum.
6. Standing Seam Roof Panels:
   a. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
   b. Metallic Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
   c. Thickness: 24 gauge core steel.
   d. Exterior Finish: Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.
   e. Color: selected by Architect from manufacturer's full range.
7. Underlayment Materials:
   a. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 40 mils thick, consisting of slip resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
      1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.
      2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
   b. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.
8. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fascias, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
   a. Gutters and Downspouts: Formed from same material as roof panels according to SMACNA's "Architectural Sheet Metal Manual." Finish color as selected by architect from manufacturer's full range.
   b. Joint Sealant: ASTM C 920; as recommended in writing by metal panel manufacturer.

MOISTURE PROTECTION

1. Joint Sealants
   a. Elastomeric Sealant: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
      1. Multicomponent Nonsag Urethane Sealant
      2. Pecora Corporation; Dynatrol II.
      3. Type and Grade: M (multicomponent) and NS (nonsag)
      4. Class: 50.
      5. Use Related to Exposure: NT (nontraffic).
      6. Uses Related to Joint Substrates: M,A, and, as applicable to joint substrates indicated, O.
   b. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

PAINTING

1. Extra Materials: Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
   a. Quantity: 5 percent, but not less than 1 gal. or 1 case, as appropriate, of each material and color applied.
2. Paint all exposed surfaces, except where these specifications or the Drawings indicate that the surface or material is not to be painted, the natural finish of the material is obviously intended or where the item is installed pre-finished. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces.
3. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
4. All surface preparation, priming, and finish coats specified in this section are in addition to shop priming and any surface treatment specified elsewhere.
5. Products: Exterior Full Gloss Alkyd Enamel.
   a. Benjamin Moore; Impervo Enamel No. 133.
   b. ICI Dulux Paints, 4308-K500 Devguard Alkyd Industrial Gloss Enamel.
   c. Pittsburgh Paints; 7-614 Pittsburgh Paints Industrial Gloss-Oil Interior/Exterior Enamel.
   d. Sherwin-Williams; Industrial Enamel B54 Series
6. Exterior Paint Schedule:
   a. Steel and Iron Substrates: Alkyd Enamel Finish: 2 finish coats over a rust-inhibitive primer.
      1. Primer: Exterior ferrous-metal primer (not required on shop-primed items).
      2. Finish Coats: Exterior full-gloss alkyd enamel.
   b. Galvanized Metal Substrates: Alkyd Enamel Finish: 2 finish coats over a galvanized metal primer.
      1. Primer: Exterior galvanized metal primer.
      2. Finish Coats: Exterior full-gloss alkyd enamel.
   c. Aluminum: Alkyd Enamel Finish: Two finish coats over a primer.
      1. Primer: Exterior aluminum primer under alkyd finishes.
      2. Finish Coats: Exterior full-gloss alkyd enamel.

SIGNAGE

1. Submittals:
   a. Shop Drawings:
      1. Include fabrication and installation details and attachments to other work.
      2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
      3. Show message list, typestyles, graphic elements, and layout for each sign.
      4. Show locations of electrical service connections.
      5. Include diagrams for power, signal, and control wiring.
   b. Samples: For each exposed product and for each color and texture specified.
2. Cast Characters: Characters with uniform faces, sharp corners, and precisely formed lines and profiles, and as follows:
   a. Character Material: Cast aluminum.
   b. Character Height: As indicated on the drawings.
   c. Integral Aluminum Finish: Anodized color as selected by Architect from full range of industry colors and color densities.
   d. Mounting: Concealed studs.
3. Panel Sign: Raised characters and graphics on a smooth background with uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
   a. Material: Cast, etched or routed aluminum.
   b. Mounting: Concealed anchors.

Town of Huntersville
NORTH CAROLINA

Plan Sheet Is Part Of The Overall Approval As Of The Following Date
02/24/2017

STEWART

Client
Town of Huntersville NORTH CAROLINA

Architects:
insight ARCHITECTS

Project
VETERANS PARK AT MAIN AND MAXWELL

Vicinity map

Seal:

Issued for:

No.	Date	Description

Scale: N/A

Title
ARCHITECTURAL SPECIFICATIONS

Project number: X12C34 Sheet
Date: 09.21.2016
Drawn by: VDC
Approved by: VDC

A001

EXHIBIT C

Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

   Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

   The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

   The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

   A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

      1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.

      2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.

      3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

      4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.

      5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.

      6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

   B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

   A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.

   B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.

   C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.

   D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

   A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

      1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.

      2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.

4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's representative at least 72 hours in advance of the work.

2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.

3. Receive permission from the Railroad's representative to proceed with the work.

4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:

a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.

b. In accordance with the Railroad's written outline of specific conditions.

c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.

d. In accordance with these Special Provisions.

2. Submittal Requirements

a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.

b. The Contractor shall allow for 30 days for the Railroad's review and response.

c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.

d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:

(1) General Means and Methods
(2) Ballast Protection
(3) Construction Excavation & Shoring
(4) Pipe, Culvert, & Tunnel Installations
(5) Demolition Procedure
(6) Erection & Hoisting Procedure
(7) Debris Shielding or Containment
(8) Blasting
(9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
(10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.

g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:

(1) Shop Drawings
(2) Bearing Shop Drawings and Material Certifications
(3) Concrete Mix Design
(4) Structural Steel, Rebar, and/or Strand Certifications
(5) 28 day Cylinder Test for Concrete Strength
(6) Waterproofing Material Certification
(7) Test Reports for Fracture Critical Members
(8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.

2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.

4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.

5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed ½".

6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:

    a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
    b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
    c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.

2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

    a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

    b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

    c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.

    d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.

    e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

    a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

        (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

(4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.

b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.

c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.

d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.

f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.

c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.

d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.

e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

   a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

      (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.

      (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

      (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

      (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

      (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

      (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

      (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

    a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.

    b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.

    c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

    d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

    e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.

    f. Explosive materials or loaded holes shall not be left unattended at the blast site.

    g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of <u>two inches per second</u>. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.

    h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.

    i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

2. The Railroad representative will:

    a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.

    b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.

3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:

    a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.

    b. Confirm that the minimum amounts of explosives are used to remove the rock.

    c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.

    d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.

    e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.

    f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.

4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:

    a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.

    b. Hole diameter.

    c. Hole spacing and pattern.

    d. Maximum depth of hole.

    e. Maximum number of decks per hole.

    f. Maximum pounds of explosives per hole.

    g. Maximum pounds of explosives per delay.

    h. Maximum number of holes per detonation.

i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.

j. Approximate dates and time of day when the explosives are to be detonated.

k. Type of flyrock protection.

l. Type and patterns of audible warning and all clear signals to be used before and after each blast.

m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.

n. A copy of the Authority's permit granting permission to blast on the site.

o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.

p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.

q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.

3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.

4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.

3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.

B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.

2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.

3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.

2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.

3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.

4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.

2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

    A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.

    B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

    A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.

    B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

    A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

    B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

    A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

    A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.

C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.

D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.

E. No one is allowed to cross tracks without specific authorization from the flagman.

F. All welders and cutting torches working within 25' of track must stop when train is passing.

G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).

E. Swinging loads must be secured to prevent movement while train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.

H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.

I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.

J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. a. Commercial General Liability Insurance having a combined single limit of not less than $2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.

   b. Automobile Liability Insurance with a combined single limit of not less than $1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.

2. Railroad Protective Liability Insurance having a combined single limit of not less than $2,000,000 each occurrence and $6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of $5,000,000 each occurrence and $10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

a. The insurer must be rated A- or better by A.M. Best Company, Inc. **NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.**

b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
   (1) CG 00 35 01 96 and CG 28 31 10 93; or
   (2) CG 00 35 07 98 and CG 28 31 07 98; or
   (3) CG 00 35 10 01; or
   (4) CG 00 35 12 04; or
   (5) CG 00 35 12 07; or
   (6) CG 00 35 04 13.

c. The named insured shall read:

   Norfolk Southern Corporation and its subsidiaries
   Three Commercial Place
   Norfolk, Virginia 23510-2191
   Attn: S. W. Dickerson Risk Management

   (NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.

e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**

f. The name and address of the prime Contractor must appear on the Declarations.

g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. Endorsements/forms that rea **required** are:

   (1) Physical Damage to Property Amendment
   (2) Terrorism Risk Insurance Act (TRIA) coverage must be included

i. Other endorsements/forms that will be accepted are:

(1) Broad Form Nuclear Exclusion – Form IL 00 21
(2) 30-day Advance Notice of Non-renewal or cancellation
(3) Required State Cancellation Endorsement
(4) Quick Reference or Index Form CL/IL 240

j. Endorsements/forms that are NOT acceptable are:
(1) Any Pollution Exclusion Endorsement except CG 28 31
(2) Any Punitive or Exemplary Damages Exclusion
(3) Known injury or Damage Exclusion form CG 00 59
(4) Any Common Policy Conditions form
(5) An Endorsement that limits or excludes Professional Liability coverage
(6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
(7) An Endorsement that excludes TRIA coverage
(8) A Sole Agent Endorsement
(9) Any type of deductible endorsement or amendment
(10) Any other endorsement/form not specifically authorized in item no. 2.h above.

B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.

C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR:	RAILROAD: Risk Management Norfolk Southern Railway Company Three Commercial Place Norfolk, Virginia 23510-2191

D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. **Please provide point of contact information with the submission including a phone number and email address.**

2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:

    a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirely inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.

    b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of $2M per occurrence of general and $1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.

3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

    A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

        1. The Railroad Engineer may require that the Contractor vacate Railroad property.

        2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.

    B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

    A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

    A. Date: March 7, 2017
    B. NS File No.: BR1112186
    C. NS Milepost: O-15.14
    D. Sponsor's Project No.: _____

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR
NS FILE: BR1112186

NORFOLK SOUTHERN
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, _____ ("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities at or in the vicinity of Company Milepost O-15.14 at or near Huntersville, Mecklenburg County North Carolina (the "Premises") for the sole purpose of installing , by jack and bore, a storm drainage pipe for the Veterans Park Improvements and improvements to the existing Main Street, on behalf of the Town of Huntersville (the "Project Sponsor") during the period _____, 20____, to _____, 20____ (the "Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

(i) that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;

(ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;

(iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.

(iv) to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";

(v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees

(the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

(vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;

(vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;

(viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;

(ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;

(x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and

(xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

_____ Name of Principal	NORFOLK SOUTHERN RAILWAY COMPANY
By_____	By_____
Title _____	Title _____
Date _____, 20____	Date _____, 20_____

EXHIBIT D

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	Town of Huntersville, NC
Project Description:	Verterans Park Stormdrain Jack and Bore
Location:	Huntersville, Mecklenburg County, North Carolina
Project No.:	X13034
Milepost:	O-15.14
File:	BR1112186
Date:	March 7, 2107

SUMMARY

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ITEM B - Construction Engineering		20,115
ITEM C - Accounting		2,348
ITEM D - Flagging Services		14,791
ITEM E - Communications Changes		0
ITEM F - Signal & Electrical Changes		0
ITEM G - Track Work		0
ITEM H - T-Cubed		0
GRAND TOTAL	**$**	**37,254**

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	0 Hours @ $60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
	NET TOTAL - ITEM A	$ -

EXHIBIT D

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	30	Hours @ $60 / hour=		1,800
Labor Additives:				1,415
Travel Expenses:				1,000
Services by Contract Engineer:				15,900
		NET TOTAL - ITEM B	$	20,115

ITEM C - Administration

Agreement Construction, Review and/or Handling:				1,250
Accounting Hours (Labor):	20	Hours @ $30 / hour=		600
Accounting Additives:				498
		NET TOTAL - ITEM C	$	2,348

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman			
	15	days @ 310.00 per day=		4,650
		(based on working 1 shifts 10 hours/day)		
Labor Additive:				8,641
Travel Expenses, Meals & Lodging:				
	15	1 shifts a day @ $100/day=		1,500
Rental Vehicle	0	months @ $950/month=		0
		NET TOTAL - ITEM D	$	14,791

ITEM E - Communications Changes

Material:			0
Labor:			0
Purchase Services:			0
Subsistence:			0
Additive:			0
	NET TOTAL - ITEM E	$	-

EXHIBIT D

ITEM F - Signal & Electrical Changes

Material:		0
Labor:		0
Purchase Services:		0
Other:		0
	NET TOTAL - ITEM F	$ -

ITEM G - Track Work

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
	NET TOTAL - ITEM G	$ -

ITEM H - T-CUBED

Lump Sum $ -

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.82%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is **78.59**%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.

4. The Force Account Estimate is valid for one (1) year after the date of the estimate (03/07/2107). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.