# **DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT ("Agreement") is entered into and made effective as of the \_\_\_\_\_\_ of \_\_\_\_\_, 2021 (the "Effective Date") by and between **Lambert Development Hunt Street II LLC**, a limited liability company ("**Lambert**" or "**Developer**") and the City of Durham, a municipality of the State of North Carolina (the "**City**").

# Witnesseth:

WHEREAS, Developer is the owner of approximately 0.616 acres of real property having a street address of 214-216 Hunt Street, Durham, North Carolina 27701, with parcel numbers 104934 and 104937(the "**Property**"), upon which Developer plans to construct a 150,770 square foot mixed-use development comprised of 57 market rate condominiums, 2,549 square feet of retail space, and 3,123 square feet of general office space (the "**Project**"); and

**WHEREAS**, the Project will be adjacent to Durham Central Park (the "Park"), a City owned park that features a walking loop, skateboarding park, art structures, as well as other amenities for the use and benefit of the public; and

**WHEREAS**, the City and Developer agree and acknowledge that the development of the Project may create additional usage of the Park, which Developer is willing to address through certain commitments set forth in this agreement, and

**WHEREAS**, the Developer has submitted to the City and the City has approved a site plan for the Property, which includes improvements to the Park, denoted by the Durham City-County Planning Department as D1900164 (the "Site Plan"), a depiction of said improvements to the park is shown in the attached <u>Exhibit 1</u>; and

**WHEREAS**, in order to develop the Project, Developer requests certain easement rights within the Park and/or adjacent to the Park on property that is owned or controlled by the City; and

**WHEREAS**, the City agrees to grant specified easement rights in consideration for Developer's commitments contained in this Agreement, which the City considers in the public interest.

# Agreement:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and includes but is not limited to the mutual promises contained herein, Developer and the City agree as follows:

1. <u>Easement Agreement</u>. The City and Developer shall execute and enter into a Deed of Easement Agreement in the form set forth as <u>Exhibit 2</u> (the "Easement Agreement"), pursuant to which:

- A. The City will grant Developer the following specified easement rights:
  - (i) Permanent Fire Separation Easements. Two perpetual, non-exclusive fire separation easements (shown on <u>Exhibit 3</u>) to Developer to provide separation between Developer's proposed building and any future structure in the Park, to comply with fire safety and other building code requirements, and for purposes of future maintenance and repair of the Project to be constructed on the Property. The metes and bounds description for the easement is provided in the attached Easement Agreement (<u>Exhibit 2</u>) and the easement shall be depicted on the plat to be recorded in the Durham County Registry prior to issuance of a building permit authorizing commencement of construction of the Project.
  - (ii) Temporary Construction Easements. Temporary construction easements as shown on Exhibits 4 and 5 to Developer to: (1) construct the proposed building; and (2) to construct and install the improvements to the Park. The Temporary Construction Easements are a benefit to the Developer and a burden on the property of the City. The metes and bounds descriptions of the temporary construction easement areas are provided in the attached Easement Agreement (Exhibit 2) and the easement areas shall be depicted on the plat to be recorded in the Durham County Registry prior to issuance of a building permit authorizing commencement of construction of the Project. The temporary construction easements shall expire upon issuance of the Certificate of Compliance for the residential units. Prior to expiration of the temporary construction easements, Developer shall restore the disturbed natural areas within the temporary construction easement areas to a smooth, grassed surface suitable for walking and playing.
- B. The Easement Agreement in the form attached hereto as <u>Exhibit 2</u> to this Agreement shall be executed by the City and Developer prior to the "Date of Commencement of Construction" as defined below in Paragraph C and the signed original thereof in a form required for recordation in the Durham County Registry shall then be delivered to the Developer and, upon receipt, the Developer shall record said Deed of Easement in the Durham County Registry within two (2) business days thereof.
- C. "Commencement of Construction". The term "Commencement of Construction" as used herein shall mean the earlier of (i) issuance of a building permit for the Project on the Property, and (ii) erection of construction fencing along the boundary of the "Limits of Disturbance" as shown on the Site Plan (Sheet Number CD200) included as part of the construction drawings attached hereto as Exhibit 8 ("Commencement of Construction") or (iii) July 31, 2022. Upon Commencement of Construction, the Developer shall provide written notice to the City within two (2) business days thereof, and the date of receipt thereof by the City shall be deemed the date of Commencement of Construction for purposes of this Agreement (the "Date of Commencement of Construction").

2. <u>Additional Developer Covenants</u>. Upon "Commencement of Construction" as defined above in Paragraph 1 (C), the Developer shall, at Developer's sole cost and expense:

- A. Construct Overlook Area. Developer shall, upon "Commencement of Construction" as defined above in Paragraph 1(C), construct a concrete pedestrian walkway, sidewalk, and seating area in the location and with the dimensions and specifications shown on Exhibit 6 (the "Overlook Area Improvements"), which said improvements shall become Park property upon completion.
  - a. Deadline. Developer shall complete construction of the Overlook Area Improvements no later than the earlier to occur of (i) the issuance of the first Certificate of Compliance for the Project, or (ii) five hundred and forty-seven (547) days ("18 Months") after the "Date of Commencement of Construction" as such term is defined in Paragraph 1 (C) above (hereinafter the "Overlook Completion Date"). Developer may request up to two (2) additional thirty (30) day periods for completion of the Overlook Area, if Developer provides written notice in accordance with Section 9 below to the City of the Developer's need for one, or two, additional thirty (30) day periods by no later than forty-five (45) days prior to the Overlook Completion Date as to the first extension request, and by no later than eighteen (18) days prior to the expiration of the first extension period. The approval of either of the extension requests is within the sole discretion of the City. This determination of an extension request shall be provided to Developer in writing within 7 calendar days of the request, and the City has sole and ultimate discretion regarding extension requests.
  - b. Approval Upon Completion. Upon completion of the Overlook Area Improvements, the Developer shall submit in writing to the Director of General Services or designee, a notice that construction of the Overlook Area Improvements have been completed. Upon receipt of said notice from Developer, the City will inspect the construction of the Overlook Area Improvements. Once the inspection is completed, all requests for corrections (if any) will be given to the Developer in accordance with the City's normal practices. The City will not issue a Certificate of Compliance for any portion of the Project until the City has confirmed that the Overlook Area Improvements are completed to the reasonable satisfaction of the City. The word "completion" and/or "complete" as used herein as to the Overlook Area Improvements shall mean the installation of the Overlook Area Improvements in a workmanlike manner located within the area identified and in accordance with the plans as shown on Exhibit 8 attached hereto in a manner that all elements of construction are complete.

- c. Security. The Developer shall make an escrow payment to the City in the amount of \$99,677.00 to assure completion of the Overlook Area Improvements. Prior to the Commencement of Construction, the money will be paid into the City's escrow account. If the Overlook Area Improvements are not completed prior to the Overlook Completion Date (as defined hereinabove in Paragraph 2(A)(a)), and in accordance with all other terms of this Agreement and per the approved construction drawings, then the City may use these funds to complete the Overlook Area Improvements. If the Overlook Area Improvements are completed as required by this Agreement, then the security set forth in this paragraph shall be disbursed to the Developer no later than thirty (30) days after issuance of the first Certificate of Compliance for the Project.
- *d. Delay.* Failure of the Developer to complete the Overlook Area Improvements by the Overlook Completion Date will result in the City withholding issuance of Certificates of Compliance for the Project.
- *e. Maintenance.* After Developer's completion of the Overlook Area Improvements to the City's sole reasonable satisfaction, the City will assume responsibility for the maintenance of the Overlook Area Improvements. Once the City has assumed the maintenance obligation for the Overlook Area Improvements, the enjoyment and use of the Overlook Area is under the jurisdiction of City. After Overlook Completion Date, the Developer shall not use any portion of the Overlook Area Improvements for deliveries or commercial business.
- f. Termination. If the Developer has not achieved "Commencement of Construction" as defined in Paragraph 1 (C) above on or prior to July 31, 2022, this Agreement may be terminated by the Developer. If this Agreement is terminated by the Developer the following shall occur (i) the security set forth in Paragraph 2(A)(c) above shall be disbursed from escrow to the Developer, (ii) the funds on deposit in escrow as required by Paragraph 2(C)(d) shall be disbursed to the Developer, and (iii) this Agreement shall thereafter be deemed null and void, provided that the City shall be entitled to retain and/or disburse from escrow (1) the funds held in escrow as set out in Paragraph 2(B)(c) below, (2) the Initial SCM 1 Payment in the amount of \$48,000.00 which is set forth in Paragraph 2(C)(c), and (3) the Additional Cash Proffer in the amount of \$57,000.00 which is set forth in Paragraph 2(D)(j).
- **B.** Construct Skate Park Improvements. The Developer shall, upon "Commencement of Construction" as defined above in Paragraph 1(C), construct the Skate Park Improvements in the location and with the dimensions and specifications shown on Exhibit 7 ("Skate Park Improvements").

- a. Deadline. Developer shall complete construction of the Skate Park Improvements by no later than the earlier to occur of (i) issuance of the first Certificate of Compliance for the Project, or (ii) 6 Months (182 days) after the "Date of Commencement of Construction" as such term is defined in Paragraph 1 (C) above (hereinafter the "Skate Park Completion Date"). Developer may request an additional thirty (30) days for completion of the Skate Park Improvements by providing written notice in accordance with Section 9 below to the City of the Developer's need for an additional thirty (30) days by no later than forty-five days prior to the Skate Park Completion Date. The approval of an extension is within the sole discretion of the City. The determination of the extension request shall be provided to Developer in writing within 7 business days of the request, and the City has sole and ultimate discretion regarding extension requests.
- Upon completion of the Skate Park b. Approval Upon Completion. Improvements, the Developer shall submit in writing to the Director of General Services or designee, a notice that construction of the Skate Park Improvements has been completed. Upon receipt of said notice from Developer, the City will inspect the construction of the Skate Park Improvements. Once the inspection is completed, all requests for corrections (if any) will be given to the Developer in accordance with the City's normal practices. The City will not issue a Certificate of Compliance for any portion of the Project until the City has confirmed that the Skate Park Improvements are completed to the reasonable satisfaction of the City. The word "completion" and/or "complete" as used herein as to the Skate Park Improvements shall mean the installation of the Skate Park Improvements in a workmanlike manner located within the area identified and in accordance with the plans as shown on Exhibit 8 attached hereto in a manner that all elements of construction are complete.
- *c.* Security. The Developer shall make an escrow payment to the City in the amount of \$67,129.00 to assure completion of the Skate Park Improvements. Prior to the Commencement of Construction, the money will be paid into the City's escrow account. If the Skate Park Improvements are not completed prior to the Skate Park Completion Date (as defined above in Paragraph 2(B)(a)), and in accordance with all other terms of this Agreement and per the approved construction drawings, then the City may use these funds to complete the Skate Park Improvements. If the Skate Park Improvements are completed as required by this Agreement, then the security set forth in this paragraph shall be disbursed to the Developer no later than 30 days after the Skate Park Completion Date. If the Agreement is terminated by the Developer on or prior to July 31, 2022, these funds will be retained so that the City can perform the improvements to the skate park.

- *d. Delay.* Failure of the Developer to complete the Skate Park Improvements by the Skate Park Completion Date will result in the City withholding issuance of all Certificates of Compliance for the Project.
- *e. Maintenance.* After Developer's completion of the Skate Park Improvements to the City's sole reasonable satisfaction, the City will assume responsibility for the maintenance of the Skate Park Improvements. Once the City has assumed the maintenance obligation for the Skate Park Improvements, the enjoyment and use of the Skate Park is under the jurisdiction of City.
- f. Termination. If the Developer has not achieved "Commencement of Construction" as defined in Paragraph 1 (C) above on or prior to July 31, 2022, this Agreement may be terminated by the Developer. If this Agreement is terminated by the Developer the following shall occur (i) the security set forth in Paragraph 2(A)(c) above shall be disbursed from escrow to the Developer, (ii) the funds on deposit in escrow as required by Paragraph 2(C)(d) shall be disbursed to the Developer, and (iii) this Agreement shall thereafter be deemed null and void, provided that the City shall be entitled to retain and/or disburse from escrow (1) the funds held in escrow as set out in Paragraph 2(B)(c) above, (2) the Initial SCM 1 Payment in the amount of \$48,000.00 which is set forth in Paragraph 2(C)(c), and (3) the Additional Cash Proffer in the amount of \$57,000.00 which is set forth in Paragraph 2(D)(j).

The Overlook Area Improvements referenced in Paragraph 2(A) above and the Skate Park Improvements referenced in Paragraph 2(B) above are sometimes referred to collectively in this Agreement as the "Park Improvements".

- **C.** Stormwater Control Measures. Upon Commencement of Construction of the Project, the Developer shall design and install all required Stormwater Control Measures ("SCMs") for the Project and for the Park Improvements in accordance with all applicable regulations and requirements in the City of Durham Code of Ordinances and as shown on the approved site plan and construction drawings.
  - a. *SCMs for Park Improvements*. Upon Commencement of Construction of the Project, Developer shall design, install and make improvements to the existing SCMs located within the Park pursuant to the approved site plan and construction drawings and within the Temporary Construction Easement area shown in Exhibit 5. The Park Improvements create additional impervious surfaces in the Park. Based on the additional stormwater runoff created by the Park Improvements, the existing stormwater control measures within the Park are no longer adequate to handle the runoff. Two existing stormwater control measures are impacted by the Park Improvements the locations of which are shown in Exhibit 9.

- i. *SCM 1.* Upon Commencement of Construction of the Project, Developer shall improve existing SCM 1 pursuant to the approved site plan and construction drawings, with no compensation provided to the Developer from the City. SCM 1 handles runoff from the Skate Park and filters it before it passes to SCM 2. As SCM 1 exists, it is unable to filter the runoff as fast as needed, therefore improvements to SCM 1 are required. The improvements to SCM 1 shall be as-built certified, in accordance with Section 8.6 of the City of Durham Reference Guide for Development, by a licensed North Carolina Professional Engineer, who is competent in the design and construction of SCMs, as well as who has observed and inspected SCM 1 during construction. Additionally, the SCM as-built certification must be approved by the City of Durham, Public Works Stormwater Development Review group.
- ii. *SCM 2.* Upon Commencement of Construction of the Project, Developer shall improve SCM 2 pursuant to the approved site plan and construction drawings, with no compensation provided to the Developer from the City. SCM 2 provides overflow protection for SCM 1, as well as acting as an additional filter for runoff passed through SCM 1. Any sediment from, or damage to, SCM 2 from the construction of the Project or any construction activities that Developer undertakes in the Park shall be corrected by Developer. All work performed by Developer to SCM 2 shall be adequately documented and approved by the City of Durham Public Works Stormwater Development Review group.
- b. SCM for the Project. Developer has designed the Project with a Sand Filter located within the proposed lowest level of the Project structure, as set forth in the construction drawings attached hereto as Exhibit 8, to provide nutrient removal for stormwater runoff from the Project. It is understood by both parties that in order for the Developer to obtain Certificates of Compliance for this Project, the Project must be designed such that nutrient removal from the Project's stormwater runoff meets the requirements found in the City of Durham Code of Ordinances. If the Project is unable to meet those requirements on-site with its proposed Sand Filter, it will rely on a portion of the nutrient removal capacity from SCM 1 on the Park property. The nutrient credits currently approved for sand filters by the North Carolina Department of Environmental Quality ("NCDEQ") will not permit the proposed onsite Sand Filter to fully meet the Project's nutrient removal requirements. It is further understood by both parties that there are on-going efforts by NCDEQ to revise the credits available for sand filters such as the Sand Filter to be constructed as part of the Project. If NCDEQ revises the available credits sufficiently, the Project may not need to rely on SCM 1 to meet its nutrient removal requirements. In order to obtain approval for the Project now by the City, the Developer is relying in part on nutrient removal from SCM 1.

- c. Initial SCM 1 Payment. The Developer shall pay to the City the sum of Fortyeight thousand dollars (\$48,000) by July 1, 2021. This payment is for Developer's use of nutrient credits from SCM 1 on the Park property throughout the site plan approval, construction drawing approval, and building permitting and construction processes.
- *d. Escrow.* The Developer shall make an escrow payment to the City in the amount of five hundred fifty-two thousand one hundred sixty-eight dollars, (\$552,168.00) for the potential permanent future use of nutrient credits from SCM 1 on the Park Property Prior to the Commencement of Construction, the escrow payment will be paid into the City's escrow account. If SCM 1 and 2 are not completed (which includes submittal and approval of the as-built certifications) by the Overlook Completion Date in accordance with this Agreement, and pursuant to the approved construction drawings, then the City may use the escrow funds to complete the required improvements to SCM 1 and 2, unless the Developer has exercised its right and option to terminate this Agreement prior to July 31, 2022 in accordance with Paragraphs 1 (A)(f) above, in which case the escrow payment in this Paragraph 2(C)(d) shall be disbursed from escrow and returned to Developer without interest.
- *e. Disbursement of Escrow Funds.* The funds retained in the escrow account in accordance with Paragraph 2(C)(d) will be returned to Developer within 30 calendar days of the earliest of the following events:
  - *i.* If and when applicable regulations governing the sand filter nutrient removal credits are revised by NCDEQ, Developer shall make application to the Development Services Center with a revised Stormwater Impact Analysis (SIA) demonstrating stormwater compliance. The City of Durham Public Works Stormwater Development Review group shall review the submittal which includes the SIA to verify it demonstrates that nutrient credits are no longer needed from SCM 1 in the Park for the Project, whether in whole or in part. Upon Developer's demonstration to the City's satisfaction that no nutrient credits are required from the SCM 1 for the Project, the escrowed funds will be returned to the Developer without interest. If Developer's application demonstrates that some, but not all, of the anticipated nutrient credits are needed from SCM 1 for the Project, then the City will retain a portion of the escrowed funds as calculated below:

Loss of Impervious Surface in Square feet \* \$122.00 per square foot + (% Developer's use of Stormwater Control Measure \* \$40,000) =Portion of Escrow to be retained by City

The portion of the escrowed funds that the City is not entitled to retain, shall be returned to the Developer.

**By way of example**, the existing Loss of Impervious Surface in Square feet to the City is 4,444. If NCDEQ regulations are changed subsequently in a manner that partially "de-couples" the Sand Filter to be installed as part of the Project from SCM 1 such that the resulting Loss of Impervious Surface in Square feet to the City would be 1,000 (reduced from 4,444), then the calculation of the portion of total escrowed funds (\$552,168) that would be retained by the City would be as follows:

(1,000 \* \$122.00) + (1,000 / (4,444 \* 4)) \* \$40,000) =Portion of Escrow Retained by the City, resulting in a distribution of the total escrowed funds as follows:

\$122,000.00 + (1,000 / 17,776 \* \$40,000) \$122,000.00 + (.0563 \* \$40,000) \$122,000.00 + \$2,250.00 \$124,250.00 = Portion of Escrow Retained by the City\* \$427,918.00 = Portion of Escrow Disbursed to Developer\*

# \* Examples only and not any estimate of any amounts that would or would not be retained by the City or disbursed from Escrow to the Developer, and used for illustrative purposes only.

*ii.* If the Developer has not achieved "Commencement of Construction" and exercises its right and option to terminate this Agreement prior to July 31, 2022 in accordance with Paragraphs 2(A)(f) and 2(B)(f) above, the escrow payment made by the Developer to the City pursuant to Paragraph 2(C)(d) shall be disbursed from escrow and returned to Developer without interest.

If Commencement of Construction of the Project has occurred as defined in Paragraph 1 (C) above, and NCDEQ has not revised the sand filter nutrient credit prior to the earlier to occur of (i) issuance of the first Certificate of Compliance for the Project, or (ii) the Overlook Completion Date as set forth in Paragraph 2(A)(a) above, then the City may retain the escrowed funds on deposit as required by Paragraph 2(D)(d) above and any interest bearing on those funds.

f. *Approval Upon Completion*. No Certificates of Compliance will be issued for the Project until the SCMs for the Park Improvements and the SCM for the

Project are completed, as-built certified in accordance with Section 8.6 of the City of Durham Reference Guide for Development, and approved by the City of Durham Public Works Stormwater Development Review group.

g. *Maintenance*. After completion of SCM 1 and 2 in conformance with all applicable City requirements, the City of Durham will assume the maintenance of SCMs 1 and 2. Developer's share of the ongoing maintenance burden of SCM 1 has been accounted for in the other obligations that Developer has assumed under this Agreement. Developer shall be responsible for any and all maintenance of the Sand Filter which is part of the Project on the Property.

# D. Additional Requirements & Standards for Developer Covenants.

- a. Landscaping and Repair of the Park. All landscaping replaced or installed in the Park is subject to City Planning review as well as approval from the Department of Parks and Recreation and General Services, and must be substantially similar to what is depicted within the approved site plan. Any deviation from the landscape set forth in the approved site plan will need approval from the Department of Parks and Recreation and General Services. During the course of the Project, the Developer agrees to exercise reasonable efforts to minimize damage to the Park. Developer shall exercise reasonable efforts to maintain and protect the health of the bee habitat located in the Park. All damage to Park property, including the bee habitat, will be repaired by Developer to the City's sole reasonable satisfaction prior to issuance of the first Certificate of Compliance for the Project. Prior to using the fire separation easement for any maintenance or repair work to the Project, after issuance of the first Certificate of Compliance for the Project, the Project owner shall provide two weeks advance notice to the City's General Services Department, and seek City's approval for the proposed work. Work shall not commence until the City has given written approval to the Project owner. The duration of time used for any maintenance and repair work shall be kept to the minimum time necessary to perform the work, and upon completion of the work, the Park property shall be restored and repaired to the City's sole satisfaction.
- b. **Hardscaping.** All hardscaping materials used in the Park Improvements shall be reviewed and approved by the Department of Parks and Recreation prior to initiating construction of the Park Improvements.
- c. **Lighting.** All lighting installed in the Park is subject to approval from the Department of Parks and Recreation, City-County Planning, and General Services prior to initiating construction of the Park Improvements. Developer shall exercise reasonable efforts to install and use materials that conform to the City's sustainability programs.
- d. **Americans with Disabilities Act Compliance.** Developer agrees that all walk ways, sidewalks and seating replaced in the Park or constructed in the Park

will be fully compliant with all applicable Americans with Disabilities Act standards and requirements.

- e. **Erosion Control Measures.** All erosion control measures must be reviewed by the Department of Parks and Recreation, and approved by Durham County.
- f. **Future Park Improvements.** If the City chooses to replace landscape, hardscape or lighting in the Park at any time after issuance of the Certificate of Compliance for the Project, the City may do so in its sole discretion.
- g. **Compliance.** Developer is responsible for compliance with any and all federal, state, and local rules, codes, laws, or regulations in connection with construction of the Project, the Park Improvements, and SCM 1 and SCM 2.
- h. **Certificate of Compliance**. No Certificate of Compliance will be issued for this Project until all improvements identified in this Agreement have been approved by the City
- i. **Upon Completion.** Upon completion of the Project a copy of "as-built drawings" for improvements on the Park property shall be submitted to the Director of General Services or designee.
- j. Additional Cash Proffer. The Developer will deposit into the City of Durham's Affordable Housing Holding Fund the amount of \$57,000.00 for the purpose of creating affordable housing within the Durham City limits, due and payable prior to July 1, 2021.
- k. Additional covenants. The City and Developer agree that the Park Improvements shall be substantially consistent with the construction drawings attached hereto as <u>Exhibit 8</u> and incorporated herein by reference, and any City-approved changes to the construction drawings. The Developer's good faith estimate of the costs for the construction of the Park Improvements that will benefit the Park is One Hundred Sixty-Six Thousand Eight Hundred Six Dollars (\$166,806.00), and such costs shall be borne solely by Developer.
- 1. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation adverse weather, earthquake, flood, fire, hurricane, power failure, tornado, terror, acts of God, riots, civil commotions, acts of War, unavoidable casualties to work in progress, epidemics, quarantine restrictions, organized labor disputes, freight embargoes, unanticipated and undiscoverable environmental issues, or other causes traditional defined as a force majeure; changes in laws or regulations not otherwise contemplated by this Agreement; or any other event or disaster,

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whether similar in kind to the foregoing or otherwise, beyond the party's control provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates and/or deadlines for performance under this Agreement affected by force majeure shall be tolled for the duration of such force majeure event. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, or (b) changes in market prices or conditions.

# <u>3.</u>

<u>Indemnification.</u> (a) <u>In general</u>. The terms of subsection (c) (Standard Indemnification Provision) below shall apply to the Contractor, subject to subsections (d) through (k), where applicable.

(b) <u>Definitions</u>. These definitions apply to this Section unless otherwise stated.

Contractor – Each party to this contract except the City of Durham.

- Construction agreement -- any promise or agreement in, or in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating connected therewith.
- Defend –In this Section except in subsection (c), defend means to pay for or furnish counsel at the expense of the Contractor to defend any of the Indemnitees against claims alleged or brought against any of the Indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault.
- Derivative parties -- with respect to a party, any of that party's subcontractors, agents, employees, or other persons or entities for which the party may be liable or responsible as a result of any statutory, tort, or contractual duty.
- Design professional -- a person or entity who is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.
- Design professional agreement -- any promise or agreement in, or in connection with, a contract or agreement with a design professional to provide design professional services.
- Design professional services -- a service or work performed by a design professional for which licensure is required under Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.

- Fault a breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violations of applicable statutes or regulations.
- Indemnitees -- City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.
- Subcontractor any person or entity, of any tier, providing labor or material through the Contractor for use on the project at issue in the applicable construction agreement or design professional agreement.

(c) <u>Standard Indemnification Provision</u>. (i) The Contractor shall defend, indemnify, and hold harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or its derivative parties. In performing its duties under this subsection "c," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (ii) "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within "Charges" are (1) interest and reasonable attorney's fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract. By appropriate litigation, each Indemnitee, severally, shall have the right to enforce this section (titled "Indemnification") directly against the Contractor, but not against the City of Durham.

(d) <u>Restriction regarding Indemnitees' Negligence</u>. This contract shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

(e) <u>Restriction regarding Fault in Construction Agreements and Design Professional</u> <u>Agreements</u>. If this contract is a construction agreement or design professional agreement, nothing in this contract requires the Contractor to indemnify or hold harmless Indemnitees or any other person or entity against losses, damages, or expenses unless the fault of the Contractor or its derivative parties is a proximate cause of the loss, damage, or expense indemnified.

(f) <u>Restriction regarding Negligence of Design Professionals</u>. Nothing in this contract requires the Contractor, provided that it is a design professional, to defend Indemnitees or any other person or entity against liability or claims for damages, or expenses, including attorney's fees, proximately caused or allegedly caused by the professional negligence, in whole or in part, of the Contractor, the City, or their derivative parties, whether the claim is alleged or brought in tort or contract.

(g) <u>Liability When at Fault</u>. The parties intend that nothing in this contract shall be construed to exclude from any indemnity or hold harmless provisions enforceable under subsection (d) (Restriction regarding Indemnitees' Negligence) and subsection (e) (Restriction regarding Fault in Construction Agreements and Design Professional Agreements) any attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the City to defend against third party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of the City by law or by contract, if the fault of the Contractor or its derivative parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified. Every provision in this contract that violates the parties' intent

expressed in the preceding sentence shall be construed and revised to the extent that it is lawful in order to make the provision conform with such intent.

(h) <u>Insurance Contracts and Bonds</u>. This Section does not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer; and this Section does not apply to lien or bond claims asserted under Chapter 44A of the N.C. General Statutes.

(i) <u>Other Provisions</u>. Every provision in this contract that violates subsection (d) (Restriction regarding Indemnitees' Negligence), subsection (e) (Restriction regarding Fault in Construction Agreements and Design Professional Agreements), or subsection (f) (Restriction Regarding Negligence of Design Professionals) shall be construed and revised to the extent that it is lawful in order to make the provision conform with those subsections.

(j) <u>Survival</u>. This Section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

(k) <u>Compliance with Law</u>. This Section shall be applied to the maximum extent allowed by law but it shall be construed and limited as necessary to comply with N.C.G.S. § 22B-1. This Section is not to be construed in favor or against any party as the drafter. The preceding sentence is not intended to imply or direct how the remainder of this Section or of this contract is to be construed.

4. <u>Compliance with Laws</u>. In performing their respective obligations under this Agreement, City and Developer shall each comply with all federal, state and municipal laws, ordinances and regulations.

5. <u>City Manager's Authority</u>. Where this Agreement requires the written approval of the City, the City Manager is authorized to provide that approval, and reference to "City Manager" or "the City" shall include the City Manager or the City Manager's designee. To the extent, if any, the City has the power to suspend or terminate this Agreement or the Developer's rights or performance under this Agreement, that power may be exercised by the City Manager or a deputy City Manager, without City Council action.

6. <u>City's Rights; Performance of Government Functions</u>. Nothing contained in this Agreement shall be deemed or construed to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions. The rights and obligations of the City hereunder are in addition to, and shall not in any way inhibit or constrict, the City's governmental functions, including but not limited to its regulatory procedures under applicable planning or development ordinances, rules, or guides. Where the City's or the City Manager's written permission or approval is required by the terms of this Agreement, such permission and approval is separate and apart from any regulatory functions of the City.

7. <u>Waiver</u>. A waiver or consent to a breach or default shall not be deemed a waiver or consent to any other breach or default. Failure of either party to complain of any act or to declare the other in default, irrespective of how long since failure to continue, shall not constitute a waiver by such party of its rights.

8. <u>No Consequential Damages, Lost Profits</u>. Neither Party shall be responsible for lost profits or other consequential damages that may arise out of a breach of this Agreement.

9. <u>Notices</u>. Notice under this Agreement shall be deemed given or served in accordance with the provisions of this Agreement if notice is given using one or more of the following methods: (i) personal delivery, which notice will be deemed given on the day personal delivery is made; (ii) electronic mail, which notice will be deemed to be given on the day the email is sent; (iii) United States registered or certified mail, return receipt requested, postage prepaid, which notice will be deemed given three (3) business days after deposit in the mail; or (iv) overnight courier, which notice will be deemed given one (1) business day after the package is deposited with the courier for pickup. The notice addresses for the parties are:

if to Developer:

Lambert Development Hunt Street II LLC c/o Henry A. Lambert, Manager or Kerry Berman, Vice-President 5 Hanover Square – 14<sup>th</sup> Floor office New York, New York 10004 Email: <u>KBerman@lambertdevlopment.com</u> Telephone: (919) 560-4222

With a Copy to:

Eric R. Spence or Ben Kuhn Ragsdale Liggett PLLC 2840 Plaza Place, Suite 400 Raleigh, NC 27612

Email: <u>espence@rl-law.com</u> <u>bkuhn@rl-law.com</u> if to City:

City of Durham 101 City Hall Plaza Durham, NC 27701 Attn: General Services Department Email: <u>Jina.Propst@DurhamNC.gov</u> Tel: (919) 560-4197

With a Copy to:

Don O'Toole 101 City Hall Plaza Durham, NC 27701 Attn: City Attorney's Office

Email: <u>Donald.O'Toole@DurhamNC.gov</u>

Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other party hereunder, in the manner above specified ten (10) days prior to the effective date of such change.

10. <u>Choice of Law and Forum; Service of Process</u>. (i) This Agreement shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (i) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Developer is not a natural person (for instance, the Developer is a limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Developer to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Developer agrees that every Agent for Service of Process is designated as its nonexclusive agent for service of process, summons, and complaint. The Developer will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Developer. This subsection (ii) does not apply while the Developer maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

11. Assignment, Successors and Assigns. With the exception of the initial assignment from a Lambert-controlled entity to another Lambert-controlled single-purpose entity (a limited liability company that will own the Property), there shall not be an assignment of this Agreement by the Developer (which includes to delegate) any of its rights or duties that arise out of this Agreement without the City's written consent, which shall not be unreasonably withheld. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Developer and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Developer's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. It is agreed that the duties of the Developer that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns. Notwithstanding anything contained in this Section 11 or otherwise in this Agreement to the contrary, Developer shall have the right to assign those Developer obligations under this Agreement which are on-going maintenance obligations, including specifically, those obligations set forth in Section 2(C)(g), to a duly incorporated non-profit corporation that serves as the condominium owners association with respect to the Project and is intended to be called the Vega Condominium Owners Association, Inc.

12. <u>No Third Party Rights Created</u>. This Agreement is intended for the benefit of the City and the Developer and not any other person.

13. <u>Authority</u>. Developer and City each represent to the other that they have the authority to enter into this Agreement, and that entry into this Agreement will not violate any other agreement to which it is a party.

14. <u>Modifications</u>. A modification of this Agreement is not valid unless it is in writing and signed by both Parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager or the City Manager's designee.

15. <u>Entire Agreement; Counterparts</u>. This Agreement (which shall include the exhibits attached hereto and made a part hereof) constitutes the entire Agreement of Developer and the City and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions, or deletions of this Agreement must be in writing and signed by both Developer and the City. This Agreement may be executed in counterparts, which, when taken together, shall constitute one and the same Agreement.

# [REST OF PAGE LEFT BLANK. SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the Developer and the City each hereby acknowledge execution of this Agreement, as of the Effective Date:

# **DEVELOPER:**

Lambert Development Hunt Street II LLC, A Delaware Limited Liability Company

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, a notary public in and for said county and state, certify that

\_\_\_\_\_\_ personally (1) appeared before me this day, (2) stated that he or she is a manager of Lambert Development Hunt Street II LLC, A Delaware Limited Liability Company, and that if he or she is a manager of the company automatically by reason of being a member of the company, the operating agreement does not change that status, (3) acknowledged that the foregoing Development Agreement with the City of Durham carries on the company's business in the usual way, and (4) acknowledged the due execution, under seal, of the contract on behalf of the company. This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

20\_\_\_\_

My commission expires:

Notary Public

IN WITNESS WHEREOF, the Developer and the City each hereby acknowledge execution of this Agreement, as of the Effective Date:

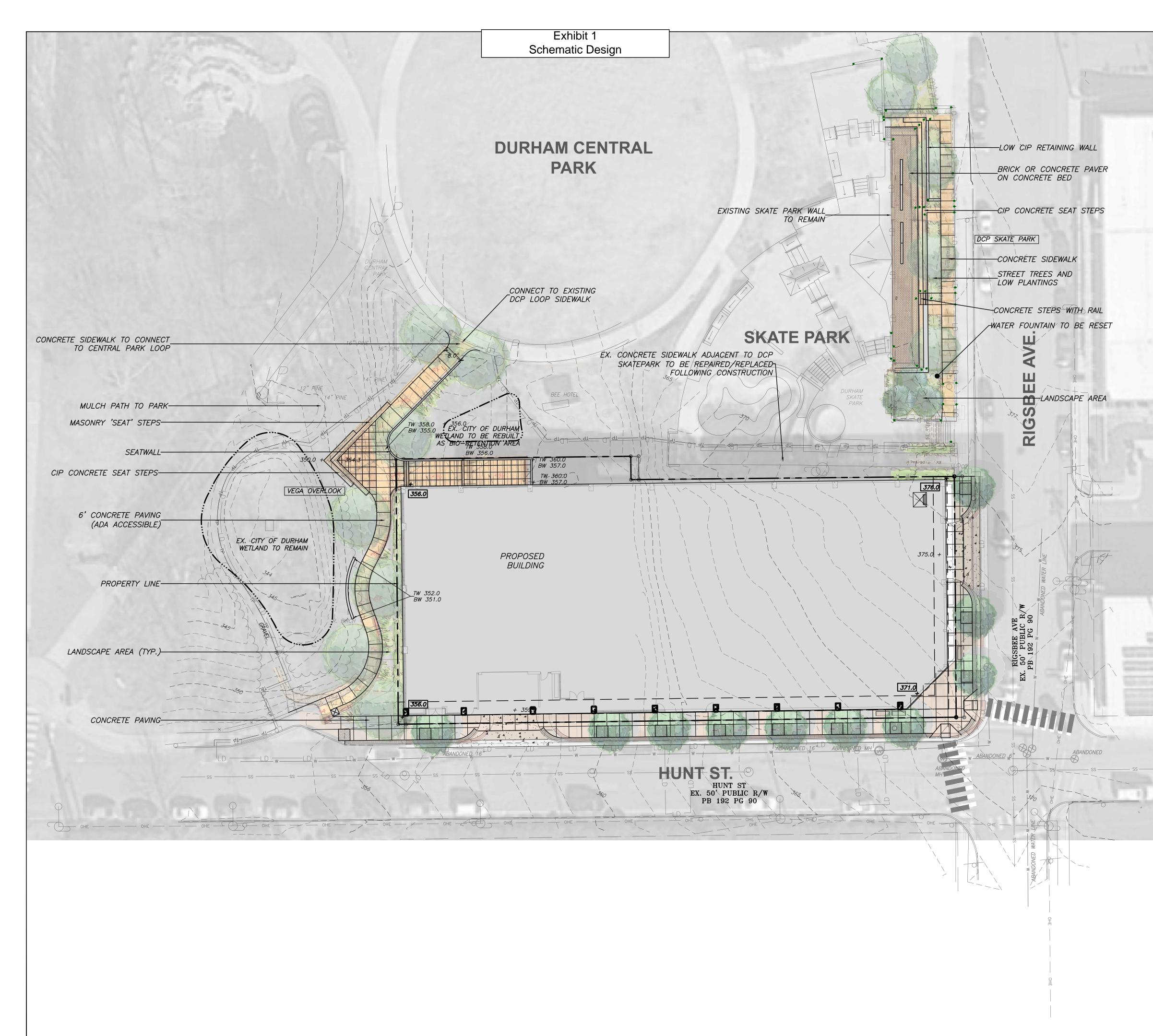
CITY:

ATTEST:

CITY OF DURHAM

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

preaudit certificate, if applicable \_\_\_\_\_



NC BOARD OF EXAMINES FRAME NO BOARD OF EXAMINES RAVERAGE NO CORPORT COULTER OF THE COULTER OF TH
Project: 214 HUNT ST.
214 Hunt St. Durham, NC 27701 Durham County North Carolina
PIN: 0821-08-98-4949
PRELIMINARY-DO NOT         USE FOR CONSTRUCTION         Job Number: 1831         Drawn       ED,JSA         Checked       JSA         Date       03-07-2019         Revisions       05-03-2019         06-13-2019         11-08-2019
Site Plan Sheet Title: OVERLOOK EXHIBIT Sheet Number E-2

Exhibit 2 Easement Agreement

Prepared by Benjamin R. Kuhn, Esq.

Return after recording to Lambert Development Hunt Street II LLC, c/o Ragsdale Liggett (Attn: Ben Kuhn), 2840 Plaza Place Suite 400, Raleigh NC 27612

#### NORTH CAROLINA

#### DEED OF EASEMENT

#### DURHAM COUNTY

This Deed of Easement is made and entered into effective this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF DURHAM ("City" or "Grantor") and LAMBERT DEVELOPMENT HUNT STREET II LLC ("Grantee"), a Delaware limited liability company, 5 Hanover square, 14<sup>th</sup> Floor, New York, New York 10004.

Grantor owns certain property located directly adjacent to Grantee's property which is described hereinafter, said property of Grantor being described in Deed Book 2574, Page 95, and shown more particularly as a tract of land comprised of 2.64 acres in area on a map recorded in Plat Book 142, Page 90, which is further identified by PIN 8021-08-99-3166 and PID 104933, and commonly referred to as having the site address of "505 Rigsbee Ave" ("Grantor's property" or "City's property").

Grantee owns two tracts of property located directly adjacent to Grantor's property which is described hereinabove, said property of Grantee being described and referred to as (i) "TRACT ONE" in Deed Book 8667, Page 469, which is shown more particularly in Plat Book 142, Page 90, and further identified by PIN 8021-08-98-4949 and PID 104937, and commonly referred to as having the site address of "214 Hunt St", and (ii) "TRACT TWO" in Deed Book 8667, Page 469, which is shown more particularly in Plat Book 142, Page 90, and further identified by PIN 8021-08-98-3075 and PID 104934, and commonly referred to as having the site address of "216 Hunt St", together with the rights, privileges and easement for sewer purposes as described in the Deed of Easement for Sewer recorded in Book 4851, Page 898, and referenced in Deed Book 8667, Page 469, which easement rights are incorporated herein by reference (collectively the "Grantee's property").

For valuable consideration, the receipt of which is hereby acknowledged, the City has given, granted, bargained and sold and does by these presents give, grant, bargain, and sell unto Grantee, and its heirs, successors, and assigns, the following parcel(s) and interests in land lying and being in Durham County, North Carolina, described as follows:

All of those parcels and/or interests in land set forth and described in **Exhibit A** which is attached hereto and incorporated herein by reference, which includes a more particular description of the property interests granted and provided to Grantee hereunder, as well as the reservation of easements, restrictive covenants, and other terms governing the particular grant of property interests hereunder.

## (the "Easement Property").

Grantee shall be solely responsible for the maintenance, repair and replacement of the structures that are placed on Grantee's property and allowed by the easements granted herein to be located on, over, or below the City's property or street right-of-way by this Deed of Easement (the "Structures", as defined in the Durham Unified Development Ordinance, which definition is incorporated herein by reference). In addition to the inspection rights the City has as a local permitting authority under applicable law, if the City shall have reasonable grounds for concern that the Structures may be structurally deficient or pose a material threat of imminent harm to the public, then the City shall have the right to enter buildings located upon the Grantee's property in order to inspect the Structures and to gain evidence of their structural status and/or integrity after providing reasonable prior written notice to Grantee, unless the City has reasonable cause to believe that an imminent health or safety risk is posed by the Structures to the City's property or users thereof, in which case no prior notice shall be required, but the City shall nonetheless inform Grantee thereof in writing as soon as reasonably possible thereafter. Should Grantee fail to repair the Structures within thirty (30) days after receipt of written notice (or such longer period of time as is reasonably necessary, so long as Grantee promptly commences and diligently pursues the repair), or in the case of a health or safety risk to the City property or its users, ten (10) days, the City shall have the right to take reasonable measures to reduce and/or eliminate the health or safety risk posed to the public, up to and including removal of the Structures or portions thereof and replacement or other structural repair deemed reasonably necessary to adequately reduce and/or eliminate any such health or safety risk. Grantee shall be responsible for the actual out-of-pocket costs of such measures which are directly attributable to the condition of the Structures causing any health or safety risk to the City's property or its users. Exercising this right shall not limit or waive any other of the City's rights or remedies provided for under other provisions of this Deed of Easement which may also be applicable.

### Indemnification.

(i) In General. To the maximum extent allowed by applicable law, Grantee shall defend, indemnify, and save harmless the City as an indemnitee from and against all Charges that arise in any manner from, in connection with, or out of this Deed of Easement or any easements granted pursuant to it as a result of acts or omissions of Grantee or anyone employed by Grantee, or anyone for whose acts Grantee may be liable. In performing its duties under this subsection (i), Grantee shall at its sole cost and expense defend the City as an indemnitee with legal counsel reasonably acceptable to the City.

(ii) Definitions. As used in subsection (i) above the term "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses, including without limitation within the term "Charges" are (1) interest and reasonable attorney's fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, or other environmental laws, regulations, ordinances, rules, or orders. The term "indemnitee" shall mean the City and its officers, officials, independent contractors, agents, and employees, excluding Grantee.

TO HAVE AND TO HOLD all and singular the afore-mentioned parcels of and interests in land, together with all privileges and appurtenances thereon and thereto belonging unto them, the Grantee, and its heirs, successors, and assigns forever in fee simple, together with all the various appurtenant easement interests herein described, all subject to the applicable terms of the Covenants and Reservations attached within **<u>Exhibit A</u>** to this Deed of Easement.

The designation "Grantee", "Grantor" and/or "City" as used herein shall include said parties, their heirs, successors, and assigns. The plural in this Deed of Easement shall include the singular unless the context otherwise requires. All books and pages referred to are to those in the office of the Register of Deeds of Durham County, unless otherwise specifically stated.

The City makes no warranty, express or implied, with respect to the Easement Property.

IN TESTIMONY WHEREOF, the Parties have Executed this Agreement as of the date set forth.

CITY OF DURHAM A municipal corporation of the State of North Carolina

City of Durham

By:\_\_\_\_\_ Wanda S. Page, City Manager

Attest:\_\_\_\_\_City Clerk

## NORTH CAROLINA – DURHAM COUNTY

I, a notary public in and for said county and state, certify that \_\_\_\_\_\_ personally appeared before me this day, and acknowledged that she is \_\_\_\_\_\_ City Clerk of the City of Durham, a N.C. municipal corporation, and that by authority duly given and as the act of the City, the foregoing Easement Agreement was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by herself as its said City Clerk or Deputy City Clerk. This the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

My commission expires:

Notary Public

# [SIGNATURE PAGE FOR GRANTEE]

AGREED and ACCEPTED by Grantee:

Lambert Development Hunt Street II LLC (SEAL)

By: \_\_\_\_\_(SEAL)

Name: <u>Henry A. Lambert</u>

Title: Managing Member

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document in the capacity indicated: <u>Henry A. Lambert, as the Managing Member of Lambert Development Hunt Street II LLC.</u>

Date:\_\_\_\_\_

Notary Public

[Official Seal]

Print Name:\_\_\_\_\_

My Commission Expires:\_\_\_\_\_

# Exhibit A

# Description of the Easement Property and Other Property Interests Conveyed, Reserved, and Restrictive Covenants Imposed

The following described property interests appear on the "Exempt Recombination Plat, Property of Lambert Development Hunt Street II LLC and City of Durham," dated \_\_\_\_\_\_, 202\_\_\_, and consisting of \_\_\_\_\_\_ (\_\_\_) pages, on file at the Durham County Registry and recorded in Plat Book \_\_\_\_\_\_, page \_\_\_\_\_\_ (the "Plat"), to which reference is made for more particular description.

### Fire Separation Easements # 1 and # 2

A non-exclusive fire separation easement is hereby granted on the below-described strips of the City's property, sufficient to allow Grantee to meet the requirements of the NC Building Code as written and interpreted at the time the Code is first applied to the building after its construction, or as the Code and interpretations of it may be revised from time-to-time, whichever may impose the least restriction on the City's property, for which the City covenants that: (a) it will not build any permanent structures within this strip of property, or (b) that it will conform its use of this strip of City property to fulfill the fire separation requirements of the North Carolina Building Code with regard to the building Grantee builds on Grantee's property, whichever of (a) or (b) imposes the least burden on use of the City property, so that City shall retain use of its property to the full extent allowed by law that is not inconsistent with Grantee's needs for fire separation. If Grantee is able to meet the fire separation requirements of the NC Building Code with a smaller easement than that described herein, the easement size shall be reduced. This easement shall be terminable should it become unnecessary or if the building shall be unoccupied as a residence for twenty-four (24) consecutive months or more, such twenty-four (24) month period to begin running when the last certificate of occupancy is issued for a dwelling unit within the building or four (4) years from the execution of this Deed, whichever shall come first. Other than the City's covenant in this paragraph regarding the strip of land burdened with the fire separation easement, this grant of easement provides no other rights to Grantee, and no other burdens are imposed on the City property. Notwithstanding anything to the contrary, Grantor agrees to and acknowledges that Grantee, and its successors and assigns, shall have rights to use both Fire Separation Easement #1 and Fire Separation Easement #2 for purposes of maintenance, repair, changes or alterations to, the Project to be constructed on the Grantee's property.

The City's property subject to <u>Fire Separation Easement # 1</u> is described as follows:

Commencing at a large PK nail set on the northern right-of- way boundary of Hunt Street at the intersection with the western right-of-way boundary of Rigsbee Avenue as shown on the Plat, thence North 00° 26' 21" West a distance of 104.60 feet to a point along the western right-of-way boundary of Rigsbee Avenue, the point and place of beginning, thence from said point of beginning North 00° 26' 22" West a distance of 8.67 feet along and to a point also on the western right-of-way boundary of Rigsbee Avenue, thence from said right-of-way South 89° 16' 51" West a distance of 140.41 feet to an iron pipe set; thence South 00° 33' 42" East a distance of 8.32' to an iron pipe set; thence North 89° 25', 27" East a distance of 140.39' to the point and place of beginning, said tract or parcel of land so formed having an area of approximately 1,180 square feet. See page \_\_\_\_\_ of the Plat for a more particular description where this easement is labeled "Variable Width Permanent Fire Separation Easement 1 (1,180 SF)".

The City's property subject to the <u>Fire Separation Easement # 2</u> is described as follows:

Commencing at an Iron Pipe Set on the northern right-of- way boundary of Hunt Street, and being the southwestern-most corner of Grantee's property as identified in this Deed of Easement and shown on the Plat, being the point and place of beginning; thence from said point of beginning North 00° 31' 26" West a distance of 115.19' to an iron pipe set; thence South 89° 28' 34" West a distance of 8.48' to a point; thence South 00° 31' 26" East a distance of 115.17 feet to an iron pipe set; thence North 89° 28' 34" East a distance of 8.50' back to the point and place of beginning, said tract or parcel of land so formed having an area of approximately 980 square feet. See page \_\_\_\_\_ of the Plat for a more particular description where this easement is labeled "8' – 6" Permanent Fire Separation Easement 2 (980 SF)".

## Temporary Construction Easement # 1, # 2, and # 3

Three (3) temporary construction and grading easements, providing the right for Grantee to enter upon the City's property within the area of the respective temporary construction easements, are hereby granted for the purposes of Park Improvements Only (as to Temporary Construction Easements # 1 and # 3), and for Building Construction on Grantee's property (as to Temporary Construction Easement # 2). No construction materials may be stored beyond the area of any of the three temporary construction easements, and Grantee must remediate any damage done to the areas covered thereby, restoring it to substantially the same condition as Grantee found the area at the outset (with the exception of the Park Improvements to be constructed within Temporary Construction Easements # 1 and # 3); provided that \$21,653.00 of the total above recited consideration paid Grantor by Grantee per the terms of the Deed of Easement is for the purpose of compensating the City for damage incurred to vegetation within the easement areas conveyed herein during the initial construction of the Structures, and Grantee shall not be charged further for such damage to vegetation caused during the initial construction of the Structures, and it is understood that the Grantee is not required to replace damaged trees, and further that the City may replace such damaged trees at its discretion. Tree fencing shall be erected to protect trees located on this strip and those located beyond this strip, and fencing shall be erected at the edges of each temporary construction easement to protect the City property lying beyond the easements. The three (3) temporary construction easements are described as follows:

The City's property subject to <u>Temporary Construction Easement # 1</u> is described as follows:

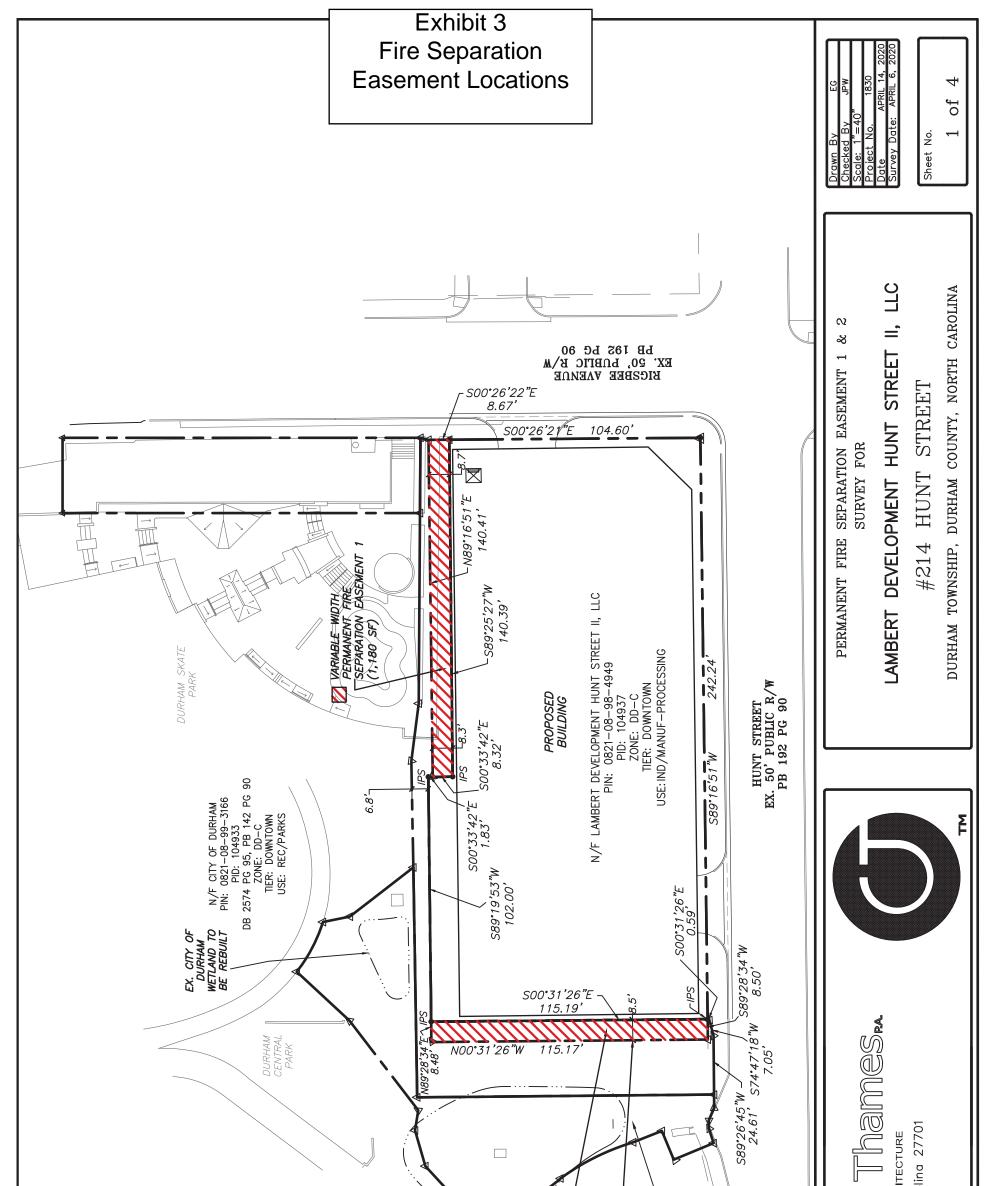
Commencing at a Large PK nail set on the northern right-of- way of Hunt Street at the intersection with the western right-of-way boundary of Rigsbee Avenue, thence North 00° 26' 21" West a distance of 104.60 feet to a point along the western right-of-way boundary of Rigsbee Avenue, thence North 00° 26' 22" West a distance of 8.67 feet to a point along said right-of-way, and thence North 14° 38' 11" East a distance of 3.43 feet to a point further along said right-of-way, the point and place of beginning; thence from said point of beginning North 00° 00' 00" West a distance of 149.12 feet along the western right-of-way boundary of Rigsbee Avenue; thence North 90° 00' 00" West a distance of 31.37 feet to a point; thence South 00° 00' 00" East a distance of 148.91 feet to a point; thence South 89° 36' 54" East a distance of 31.37 feet to the point and place of beginning, said tract or parcel of land so formed having an area of approximately 4,675 square feet. See page of the Plat for a more particular description where this easement is labeled, "Temporary Construction Easement 1 (needed for park improvements only) (4,675 SF)".

The City's property subject to the <u>Temporary Construction Easement # 2</u> is described as follows:

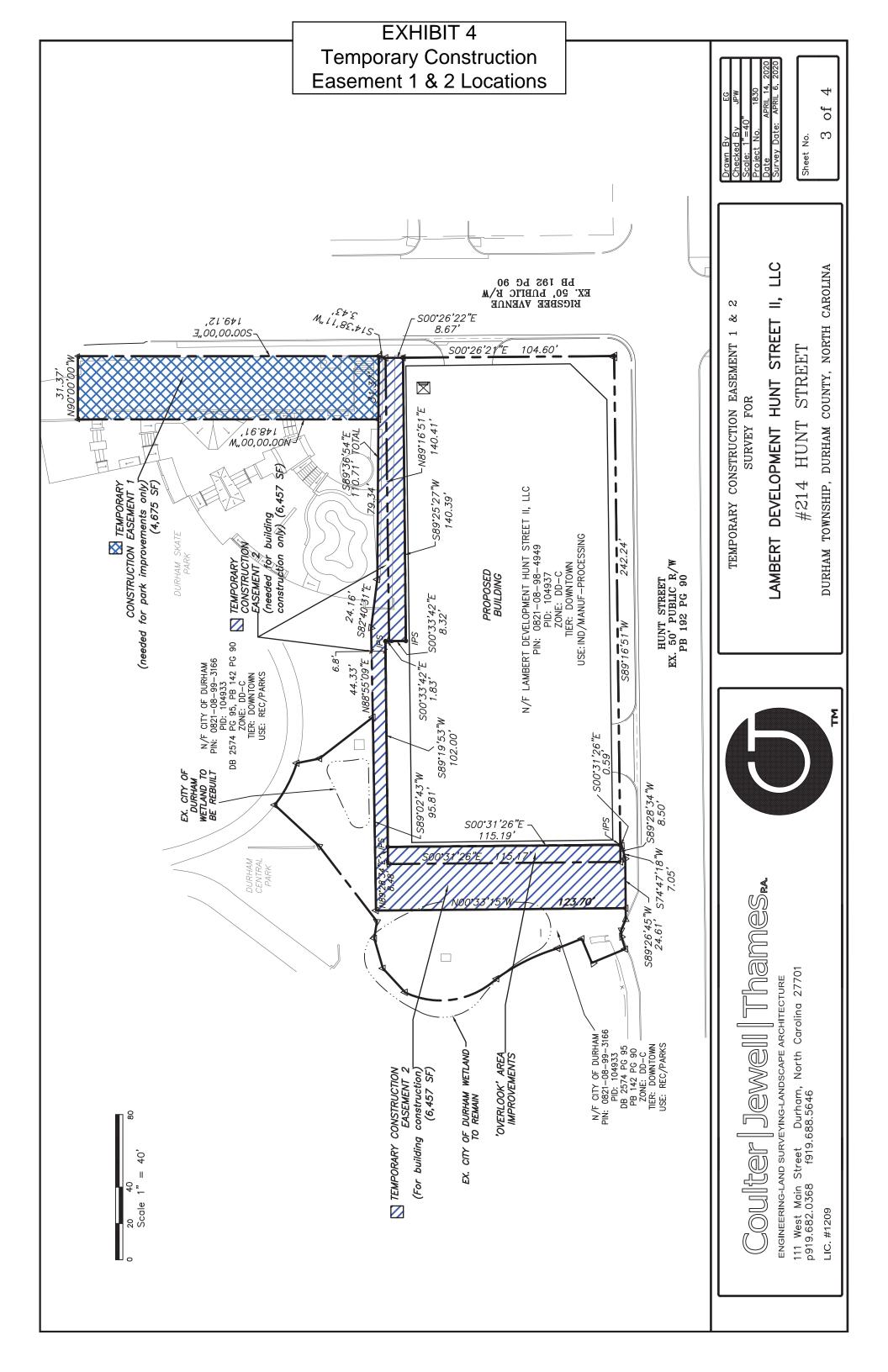
Commencing at a Large PK nail set on the northern right-of- way of Hunt Street at the intersection with the western right-of-way boundary of Rigsbee Avenue, thence North 00° 26' 21" West a distance of 104.60 feet to a point along the western right-of-way boundary of Rigsbee Avenue, the point and place of beginning; thence from said point of beginning North 00° 26' 22" West a distance of 8.67 feet to a point along said rightof-way; thence North 14° 38' 11" East a distance of 3.43 feet to a point further along said right-of-way; thence from said right-of-way North 89° 36' 54" West a distance of 110.71 feet to a point; thence North 82° 40' 31" West a distance of 24.16 feet to a point; thence South 88° 55' 09" West a distance of 44.33 feet to a point; thence South 89° 02' 43" West a distance of 95.81 feet to a point; thence South 00° 33' 15" East a distance of 123.70 feet to a point in northern boundary of the right-ofway of Hunt Street; thence South 89° 26' 45" West a distance of 24.61 feet to a point along the western right-of-way boundary of Rigsbee Avenue; thence South 74° 47' 18" West a distance of 7.05 feet to an iron pipe set further along said right-of-way; thence from said right-of-way North 00° 31' 26" West a distance of 115.19 feet to an iron pipe set; thence North 89° 19' 53" East a distance of 102.00 feet to an iron pipe set; thence South 00° 33' 42" East a distance of 10.15 feet to an iron pipe set; thence North 89° 25' 27" East a distance of 140.39 feet back to the point and place of beginning, said tract or parcel of land so formed having an area of approximately 6,457 square feet. See page of the Plat for a more particular description, where this easement is labeled "Temporary Construction Easement 2 (needed for building construction) (6,457 SF)".

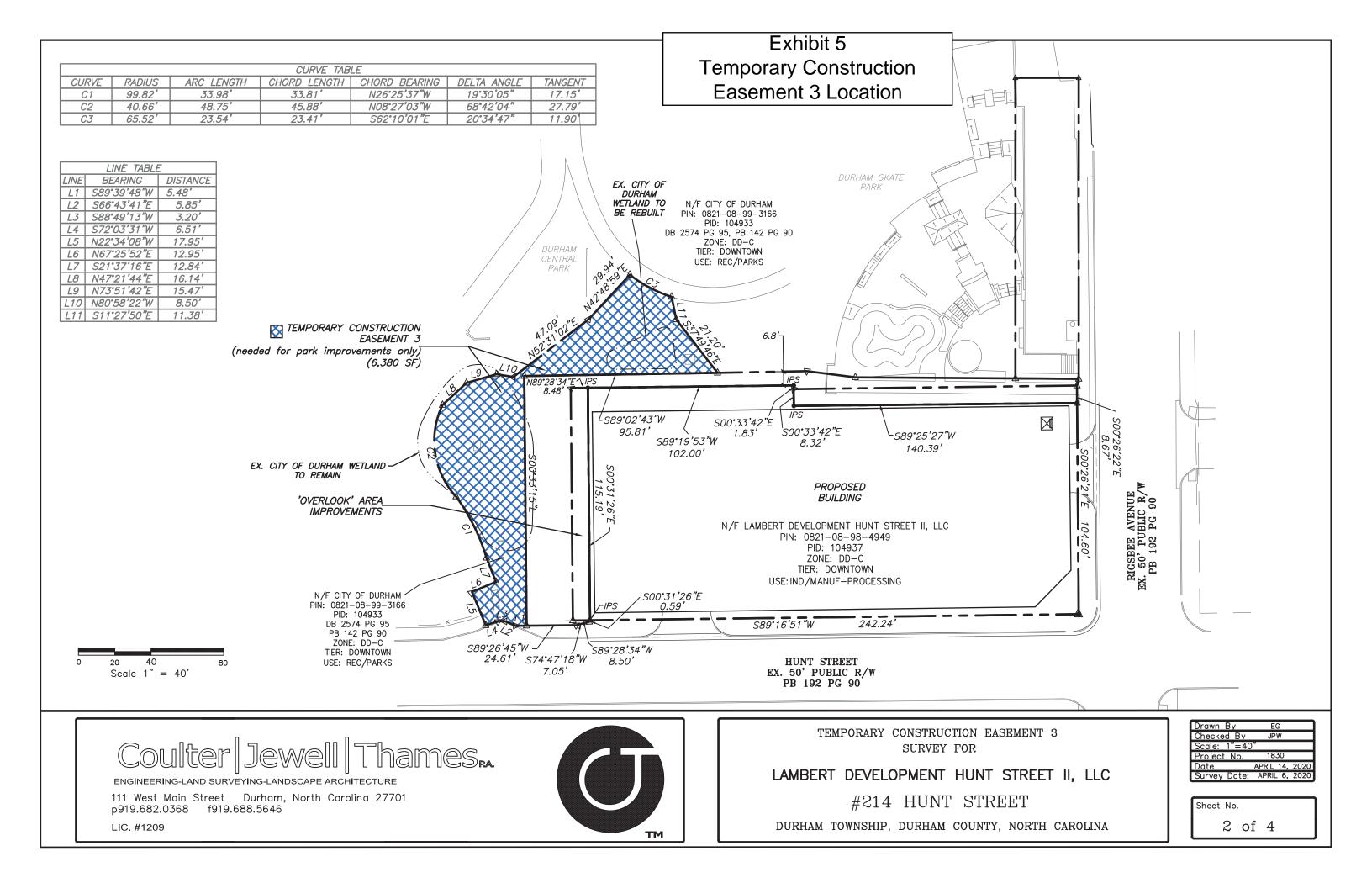
The City's property subject to the <u>Temporary Construction Easement # 3</u> is described as follows:

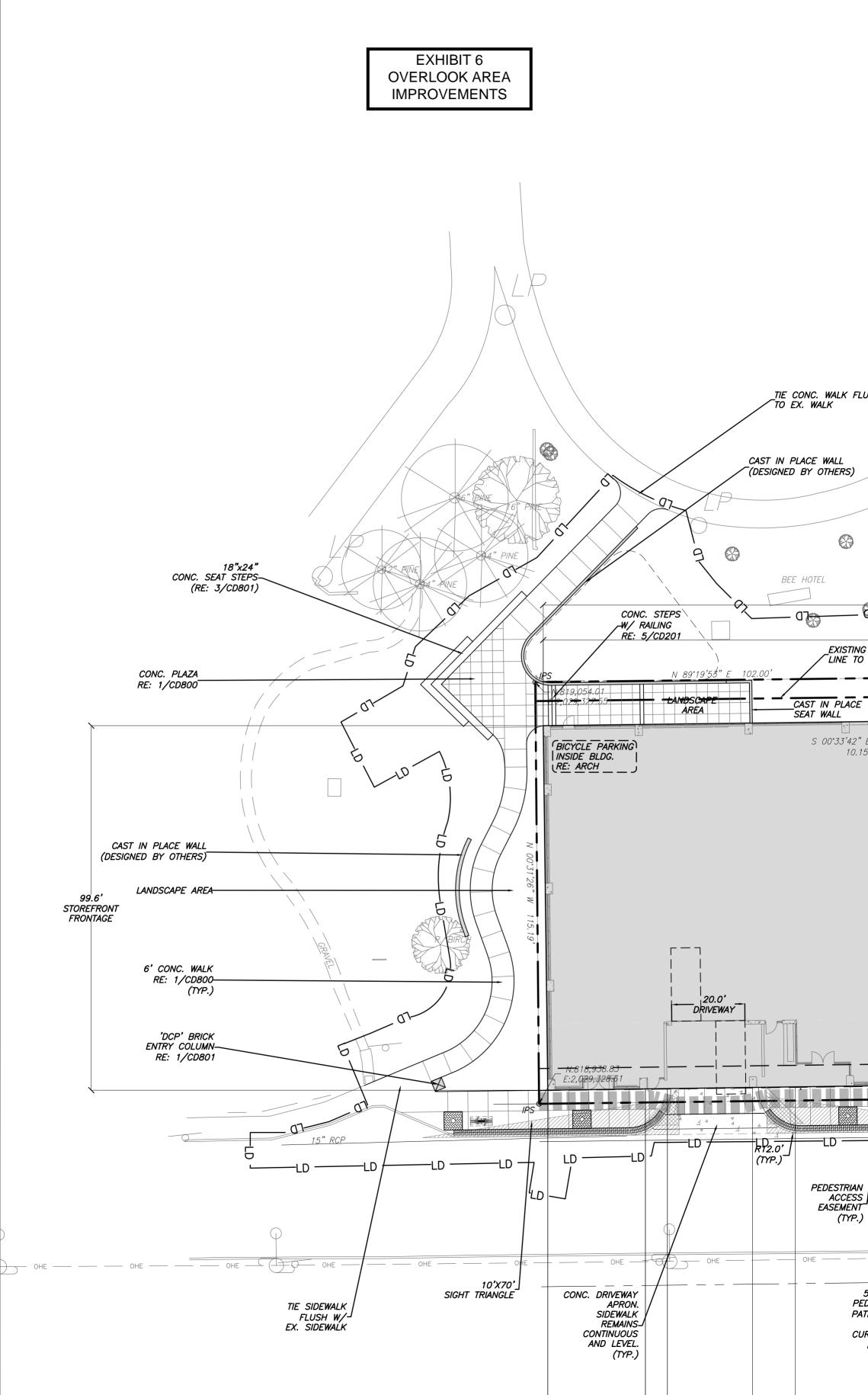
Commencing at an Iron Pipe Set on the northern right-of-way of Hunt Street, and being the southwestern-most corner of Grantee's property as identified in this Deed of Easement and shown on the Plat, thence South 74° 47' 18" West a distance of 7.05 feet to a point along the boundary of the right-of way of Hunt Street, thence South 89° 26' 45" West a distance of 24.61 feet to a point further along the boundary of said right-of-way, being the point and place of beginning; thence from said point of beginning further along the right-of-way of Hunt Street as follows: (i) South 89° 39' 48" West a distance of 5.48 feet to a point, (ii) North 66° 43' 41" West a distance of 5.85 feet to a point, (iii) South 88° 49' 13" West a distance of 3.20 feet to a point, and (iv) South 72° 03' 31" West a distance of 6.51 feet to a point; thence from the right-of-way of Hunt Street North 22° 34' 08" West a distance of 17.95 feet to a point; thence North 67° 25' 52" East a distance of 12.95 feet to a point; thence North 21° 37' 16" West a distance of 12.84 feet to a point; thence along a curve with a radius of 99.82 feet, an arc length of 33.98 feet, a chord length of 33.81 feet, and a chord bearing of North 26° 25' 37" West to a point; thence along another curve with a radius of 40.66 feet, an arc length of 48.75 feet, a chord length of 45.88 feet, and a chord bearing of North 08° 27' 03" West to a point; thence North 47° 21' 44" East a distance of 16.14 feet to a point; thence North 73° 51' 42" East a distance of 15.47 feet to a point; thence South 80° 58' 22" East a distance of 8.50 feet to a point; thence North 52° 31' 02" East a distance of 47.09 feet to a point; thence North 42° 48' 59" East a distance of 29.94 feet to a point; thence along a curve with a radius of 65.52 feet, an arc length of 23.52 feet, a chord length of 23.41 feet, and a chord bearing of South 62° 10' 01" East to a point; thence South 11° 27' 50" East a distance of 11.38 feet to a point; thence South 37° 49' 46" East a distance of 21.20 feet to a point; thence South 89° 02' 43" West a distance of 95.81 feet to a point; and thence South 00° 33' 15" East back to the point and place of beginning, said tract or parcel of land so formed having an area of approximately 6,380 square feet. See page of the Plat for a more particular description, where this easement is labeled "Temporary Construction Easement 3 (needed for park improvements only) (6,380 SF)".

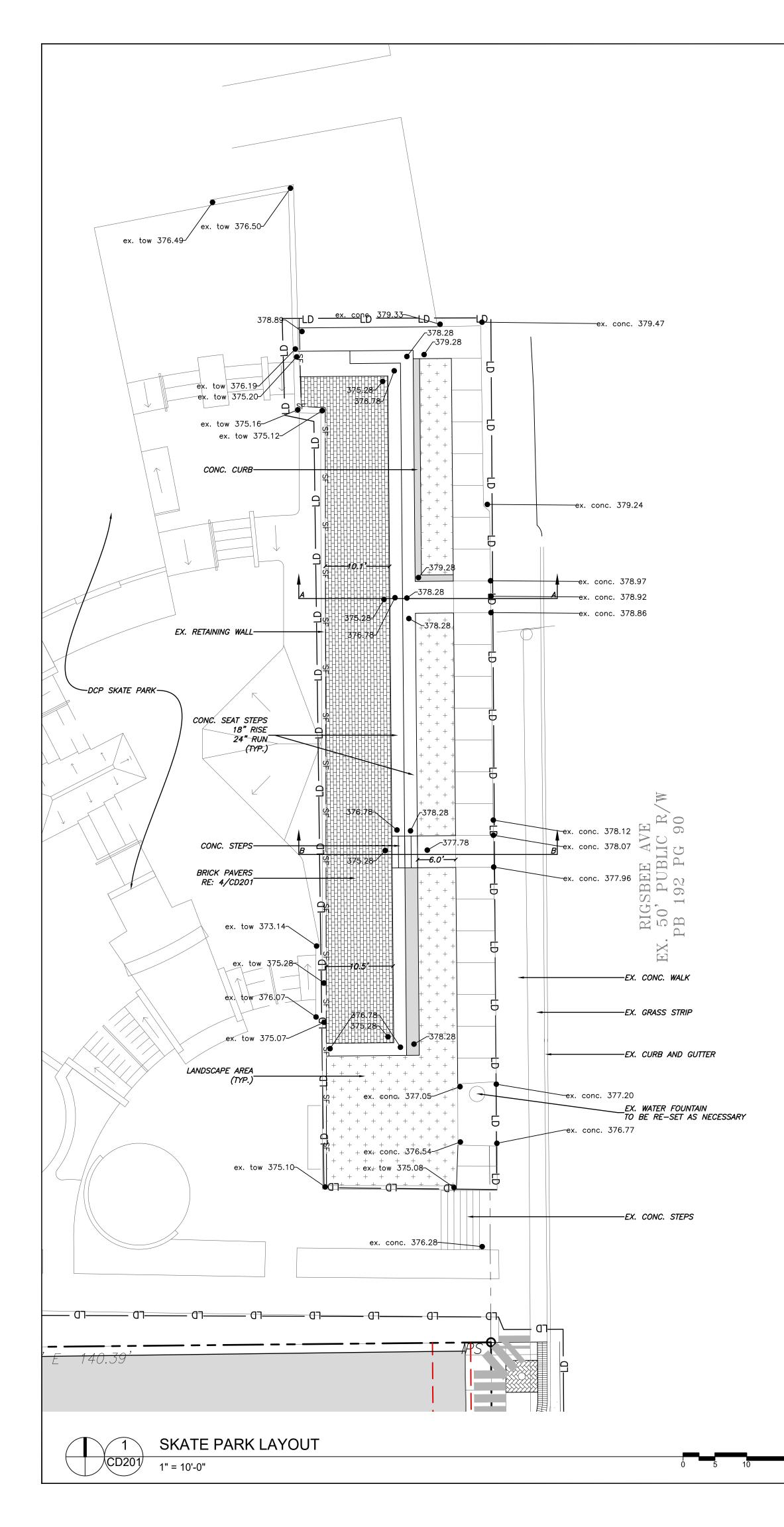


0       20       40       80         Scale 1" = 40'       80       80       80         Ex. CITY OF DURHAM WELLAND       0'OFERLOOK' AREA       80       80         Improvement's       3'-6" PERMANENT       9'90 SF)       9'90 SF)         MAF CITY OF DURHAM WELLAND       0'FERLOOK' AREA       9'90 SF)       9'90 SF)         Improvement's       1'9'ST SF 9'S       1'9'ST SF 9'S       1'9'S SF)         Improvement's       1'9'ST SF)       1'9'ST SF)       1'9'ST SF)         Instructions       1'S'ST SF)       1'9'ST SF)       1'9'ST SF)	COUTCET JEWEIT ENGINEERING-LAND SURVEYING-LANDSCAPE ARCHITE 111 West Main Street Durham, North Caroling 9919.682.0368 f919.688.5646 LIC.#1209
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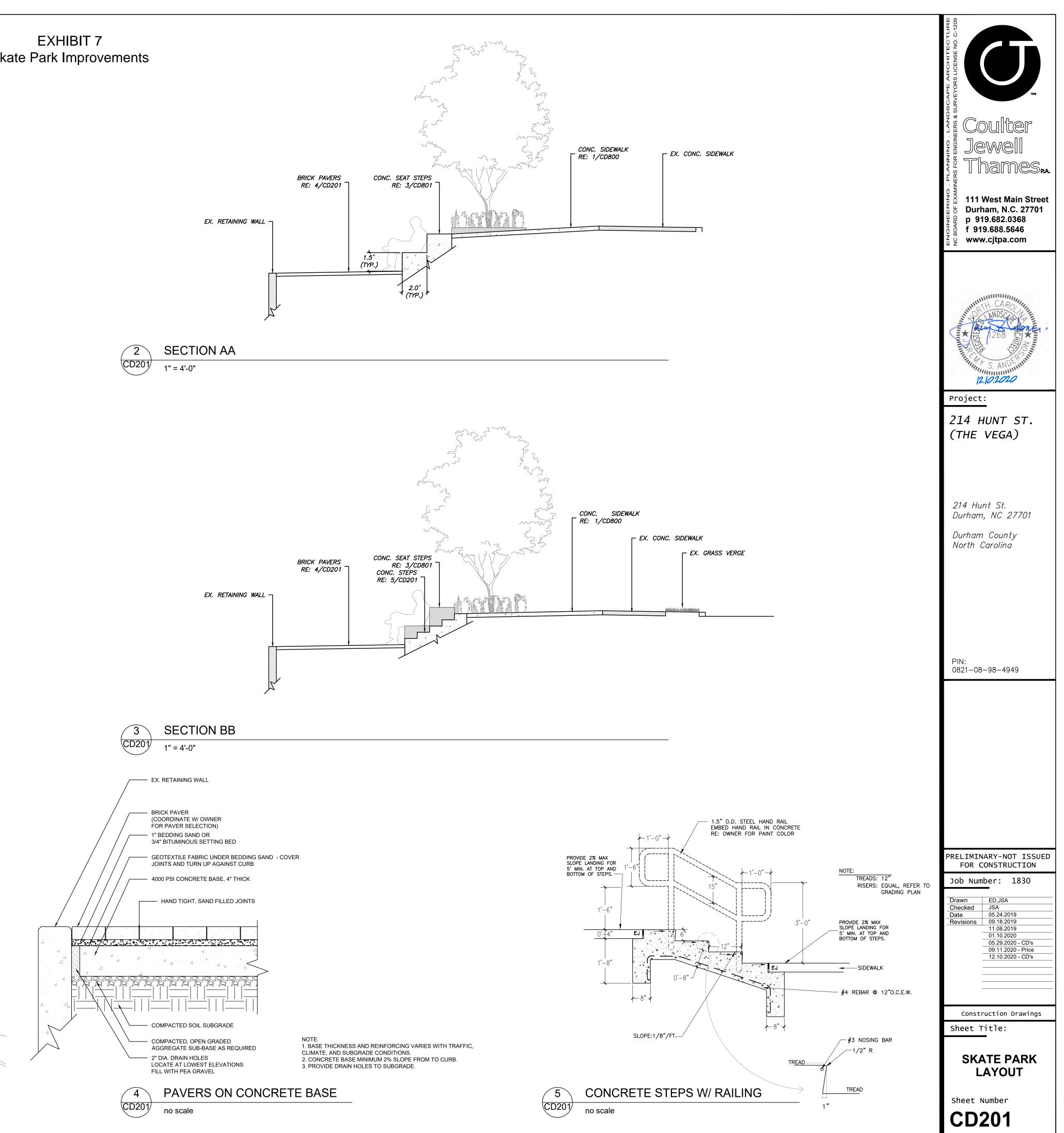








Skate Park Improvements



CLIENT: (CONTRACT PURCHASER) LAMBERT DEVELOPMENT LLC **5 HANOVER SQUARE - 14TH FLOOR** NEW YORK, NY 10004 (212) 785-0090 CONTACT: HENRY LAMBERT

LANDSCAPE ARCHITECT: COULTER JEWELL THAMES, PA 111 WEST MAIN STREET DURHAM, NC 27701 919-682-0368 CONTACT: JEREMY ANDERSON, RLA

# PROJECT DATA

**OWNER & PARCEL** OWNFR

PARCEL 1 PARCEL ID TOTAL ACREAGE

PARCEL 2 PIN

> PARCEL ID TOTAL ACREAGE

PARCEL 3 PARCEL ID TOTAL ACREAGE

LAND USE: EXISTING PROPOSED

ZONING: EXISTING PROPOSED

DEVELOPMENT TIER: RIVER BASIN:

WATERSHED:

TOTAL SITE AREA: AREA OF DISTURBANCE:

SITE AREA IN 100 YEAR FLOOD PLAIN:

BUILDING SETBACKS: **BUILDING HEIGHT:** 

PODIUM HEIGHT:

**OVERALL BUILDING HEIGHT** 

UPPER STORY SETBACK: AVERAGE FOUR CORNER FRONTAGE TYPE:

RIGSBEE AVE. FRONTAGE (104.6 LF)

HUNT ST. FRONTAGE (242.2 LF)

WESTERN FRONTAGE - FACING PARK (115.2 LF)

LANDSCAPE BUFFERS PROPOSED

VEHICULAR PARKING: REQUIRED

PROPOSED

**BICYCLE PARKING:** REQUIRED MULTI-FAMILY

> OFFICE STRUCTURE PARKING

TOTAL PROPOSED

TREE SAVE AREA: REQUIRED

STREET AMENITIES: SFATING HUNT ST. = 242.24 LF RIGSBEE AVE. = 104.60 LF

> TRASH HUNT ST. = 242.24 LF RIGSBEE AVE = 104.60 LF

TREES HUNT ST = 242.24 LF RIGSBEE AVE. = 104.60 LF

IMPERVIOUS SURFACE EXISTING: PROPOSED:

TREASURE CAVE LLC 214 HUNT ST DURHAM, NC, 27701

214 HUNT ST 0821-08-98-4949 104937 25,916 SF / 0.59 AC 216 HUNT ST

104934 0821-08-99-3075 527 SF / 0.01 AC

505 RIGSBEE AVE. 0821-08-99-3166 104933 115,434 SF / 2.65 AC

IND/ MANUF-PROCESSING

MIXED USE - COMMERCIAL & RESIDENTIAL CONDOMINIUM DD-C

DD-C - NO CHANGE DOWNTOWN

FALLS LAKE ELLERBE CREEK

26,136 SF / 0.60 AC

48,9321 SF / 1.12 AC

0 AC: FEMA MAP# 3720082100L (OCTOBER 19, 2018) STREET YARD (BUILD-TO-ZONE) 12' TO 18' FROM BOC

30' MIN. / 75' MAX. 74.83' PROPOSED

300' MAX. 74.83' PROPOSED

9' (RE: AS2.0 AND AS2.1) 364.75'

STOREFRONT 80% MINIMUM FRONTAGE REQUIRED

56.1 LF STOREFRONT 24.5 LF SERVICE 19.0 LF SERVICE / DUKE ENERGY TRANSFORMER (EXCLUDED) 80.6 LF BUILD-TO-ZONE FRONTAGE 80.6 LF / 104.6 LF = 77.06%

199.2 LF STOREFRONT 37 LF SERVICE (EXCLUDED 199.2 LF BUILD-TO-ZONE FRONTAGE 199.2 LF / 242.2 LF = 82.2%

99.6 LF STOREFRONT 99.6 LF BUILD-TO-ZONE FRONTAGE 99.6 LF / 115.2 LF = 86.5%

N/A - DOWNTOWN

N/A - DOWNTOWN

**61 STANDARD SPACES** 15 COMPACT SPACES (18.8%) 4 ADA SPACES (2 VAN) 80 SPACES TOTAL (RE: AS1.0 AND AS1.1)

0.5 SPACE PER DWELLING UNIT (75% LONG-TERM) 59 UNITS = 29.5 SPACES (22 LONG-TERM) 1 / 2,500 SF OR 2 SPACES 6,381 SF / 2,500 = 2.5 SPACES MIN. 6 SPACES OR 1 PER 20 MOTOR VEHICLE SPACES 81 MOTOR VEHICLE SPACES = MIN. 6 SPACES 38 SPACES (22 LONG TERM)

37 LONG-TERM (RE: AS1.1) 4 SHORT-TERM (RE: C200) 41 TOTAL SPACES

N/A - DOWNTOWN

1 LF / 15 LF STREET FRONTAGE 242.24 LF / 15 = 16 LF (8' BENCH X2 PROPOSED) 104.60 LF / 15 = 7 LF (8' BENCH X1 PROPOSED)

1 PER 200 LF STREET FRONTAGE 242.24 LF / 200 = 1.2 (1 RECEPTACLE PROPOSED) 104.60 LF / 200 = 0.5 (1 RECEPTACLE PROPSOED)

1 PER 40 LF STREET FRONATGE 242.24 LF / 40 = 6.1 REQUIRED (8 TREES PROPOSED) 104.60 LF / 40 = 2.6 REQUIRED (3 TREES PROPOSED)

20,825 SF / 0.48 AC 25,269 SF / 0.58 AC 31. FIRE NOTES TO BE INCLUDED ON COVER SHEET: building construction activities. These roadways shall be extended with the progress of construction so that: replaced by permanent signs. construction fencing or other barriers are to be placed between the roadway and the hydrants, with minimum 3 feet working clearance around hydrants. Hydrant service shall be extended with the progress of construction so that: 2. Fire department connections (FDC), either temporary or permanent, are no greater than 50 feet travel distance from a hydrant. 27. SANITARY SEWER EASEMENTS: City: See Public Works Standard Notes, below. County: Centerline of 30' foot wide County of Durham Sanitary Sewer Easement. Subject to terms stated in the Declaration in according to those terms

Durham City Code Section 46-87.

19. Tree Protection Note (UDO Sec. 8.3):

Department prior to re-inspection.

accordance with the requirements of UDO Sec. 9.11.

**PROJECT NOTES** 

ADDITIONAL MAP INFORMATION BASED ON DURHAM GIS

WETLANDS PROTECTION: STREAM BUFFERS: TREE COVERAGE AREA:

# **EROSION CONTROL NOTES**

- 1. IF MORE THAN 12,000 SQ. FT OF AREA IS DISTURBED, A LAND-DISTURBING PERMIT WILL BE REQUIRED PRIOR TO THE COMMENCEMENT OF ANY LAND-DISTURBING ACTIVITY.
- IF MORE THAN 20,000 SQ. FT. IS DISTURBED, A SEDIMENTATION AND EROSION CONTROL PLAN MUST BE SUBMITTED AND APPROVED PRIOR TO THE ISSUANCE OF A LAND-DISTURBANCE PERMIT.
- IF TREE PROTECTION IS REQUIRED BY THE CITY/ COUNTY PLANNING DEPARTMENT, TREE PROTECTION CERTIFICATION MUST BE SUBMITTED TO THE DURHAM COUNTY EROSION CONTROL DIVISION, AND TREE
- PROTECTION INSPECTION COMPLETED PRIOR TO THE ISSUANCE OF A LAND-DISTURBANCE PERMIT. 4. IF AN OFFSITE SOIL SPOIL OR BORROW SITE IS UTILIZED, THEN THE DISTURBED AREA FOR THE
- SPOIL/BORROW SITE ALREADY HAS A LAND-DISTURBANCE PERMIT
- CLEARLY INDICATED LIMITS OF DISTURBANCE ARE SHOWN ON THE SITE PLAN.

EXHIBIT 8 **Construction Drawings** 

# 214 Hunt Street DURHAM, NORTH CAROLINA

ENGINEER: COULTER JEWELL THAMES, PA **111 WEST MAIN STREET** DURHAM, NC 27701 919-682-0368 CONTACT: PRESTON ROYSTER, PE

501 WASHINGTON STREET, SUITE G DURHAM, NC 27701 919-682-2870 CONTACT: JARED MARTINSON, AIA

# **DURHAM STANDARD NOTES** 13. LANDSCAPE MULCH: Pine straw shall not be used as mulch or groundcover within ten feet of any structures consisting of exterior combustible construction as specified by

Street trees meeting the requirements of UDO Section 9.6 shall be planted prior to the issuance of a Certificate of Compliance, unless the planting has been postponed in

16. STREET TREE NOTE FOR ALL PRELIMINARY AND FINAL PLANTS WHERE TREES WILL BE PLANTED:

- Tree protection fencing must be in place prior to any demolition, land disturbance, or issuance of a grading permit and shall include warning signs posted in both English and Spanish, as follows: "No Trespassing/Tree Protection Area/Prohibido Entrar / Zona Protectora Para los Árboles."
- 21. PROTECTION OF EXISTING VEGETATION (UDO SEC. 8.3): At the start of grading involving the lowering of existing grade around a tree or stripping of topsoil, a clean, sharp, vertical cut shall be made at the edge of the tree save area prior to or at the same time as silt fence and other erosion control measures are installed. The tree protection fencing shall be installed on the side of the cut farthest away from the tree trunk and shall remain in place until all construction in the vicinity of the trees is complete. No storage of materials, fill, or equipment and no trespassing shall be allowed within the boundary of the protected area
- 25. UDO Site Lighting Note (UDO Sec. 7.4): Measures shall be provided to prevent light spillover onto adjacent properties and glare toward motor vehicle operators and shall be indicated on the site plan. Exterior lights shall be shielded so that they do not
- cast direct light beyond the property line. In accordance with these standards: a. The maximum illumination at the edge of the property line adjacent to residential zoning is 0.5 foot candles.
- The maximum illumination at the edge of the property line adjacent to nonresidential zoning is 5.0 foot candles. The maximum illumination at the edge of the property line adjacent to a street is 5.0 foot candles
- d. The level of illumination as measured in foot candles at any one point shall meet the standards in the table in UDO Section 7.4 with minimum and maximum levels measured on the pavement within the lighted area.
- e. The maximum height for directional or full cut-off lighting fixtures (fixtures designed to insure that no light is emitted above a horizontal line parallel to the ground) shall be 30 feet above grade, measured to the top of the fixture.
- The maximum height for non-directional lighting fixtures, which are defined as fixtures designed to allow light to be emitted above a horizontal line parallel to the ground, shall be 15 feet above grade, measured to the top of the fixture.
- These standards must be verified by field survey (by use of photometric survey) prior to the Certificate of Compliance being issued. All of this information, including details, will be required on building plans prior to issuance of building permit
- 26. LANDSCAPING / C.O. STANDARDS NOTE: All landscaping must be in place prior to request for a Certificate of Compliance
- 27. LANDSCAPE RE-INSPECTION FEE: Each landscaping compliance inspection after the initial inspection will incur re-inspection fee, starting at \$100 + 4% technology charge. Each subsequent re-inspection will increase by \$100 + 4% (example 1st-\$104, 2nd-\$208, 3rd-\$312, etc). Payment must be received by the Durham City County Planning
- 30. JOB SITE COPY (On One Copy Only): A copy of the approved site plan must be on site and available for periodic inspection and use during construction to evaluate compliance with the approved site plan. Required inspections will not take place if the jobsite copy is not available and re-inspection fees will be charged.
- a. Temporary or permanent roadways of all-weather driving surface, capable of supporting a 75,000 pound vehicle weight, shall be established prior to the commencement of
  - 1. All points around the perimeter of a building under construction is no greater than 150 feet travel distance from a roadway. 2. Fire department connections (FDC), either temporary or permanent, are no greater than 100 feet travel distance from a roadway
- b. Temporary weather-resistant street signs of standard size and lettering shall be provided at the intersections of temporary or permanent roadways and shall remain in place until c. Fire hydrants, as shown on the approved site plan, shall be placed in service and made available to the fire department as soon as combustible material arrives on site. No
- 1. All points around the perimeter of a building under construction is no greater than 500 feet travel distance from a hydrant.
- Real Estate Book 1626, page 145. No structures, fill, embankments, trees or obstructions permitted within the easement except

- BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY PREPARED BY COULTER JEWELL THAMES PA, DATED MARCH 2018. THIS PROJECT IS SERVED BY PUBLIC WATER AND SEWER.
- **RESOURCE ORDINANCE COMPLIANCE** 
  - FLOODPLAIN PROTECTION: NO FLOOD PLAIN AS PER FEMA MAP NUMBER 3720082100L (OCTOBER 19, 2018) STEEP SLOPE PROTECTION: THERE ARE NO STEEP SLOPES ON THIS SITE.
    - THERE ARE NO WETLANDS ON THIS SITE.
    - THERE ARE NO JURISDICTIONAL STREAMS ON THIS SITE. N/A - (DOWNTOWN)

- **GENERAL CONDITIONS OF APPROVAL**
- The location of the sidewalk shown on this plan is schematic. A City of Durham or NCDOT encroachment permit is required prior to any construction. After obtaining the required permits, please contact the City of Durham Engineering Construction Inspection office at 560-4326 for a pre-construction conference and field visit prior to any work on the proposed sidewalk.

# **GENERAL NOTES**

By referencing roadway improvements on the plan, the applicant agrees to construct said improvements prior to the issuance of any certificate of occupancy in a manner that will allow them to function as noted on the plan and in accordance with NCDOT and City of Durham standards and policies. This includes (where appropriate) but is not limited to: adequate transition tapers, alignment of lanes through intersections, associated signal modifications, pavement markings, associated signage, curb and gutter, coordination with other proposed roadway improvements and bike lanes. The applicant also accepts the financial responsibility for acquisition of any additional right-of-way necessary to accommodate these improvements and any required sidewalk construction.

# SPECIAL CONDITIONS OF APPROVAL

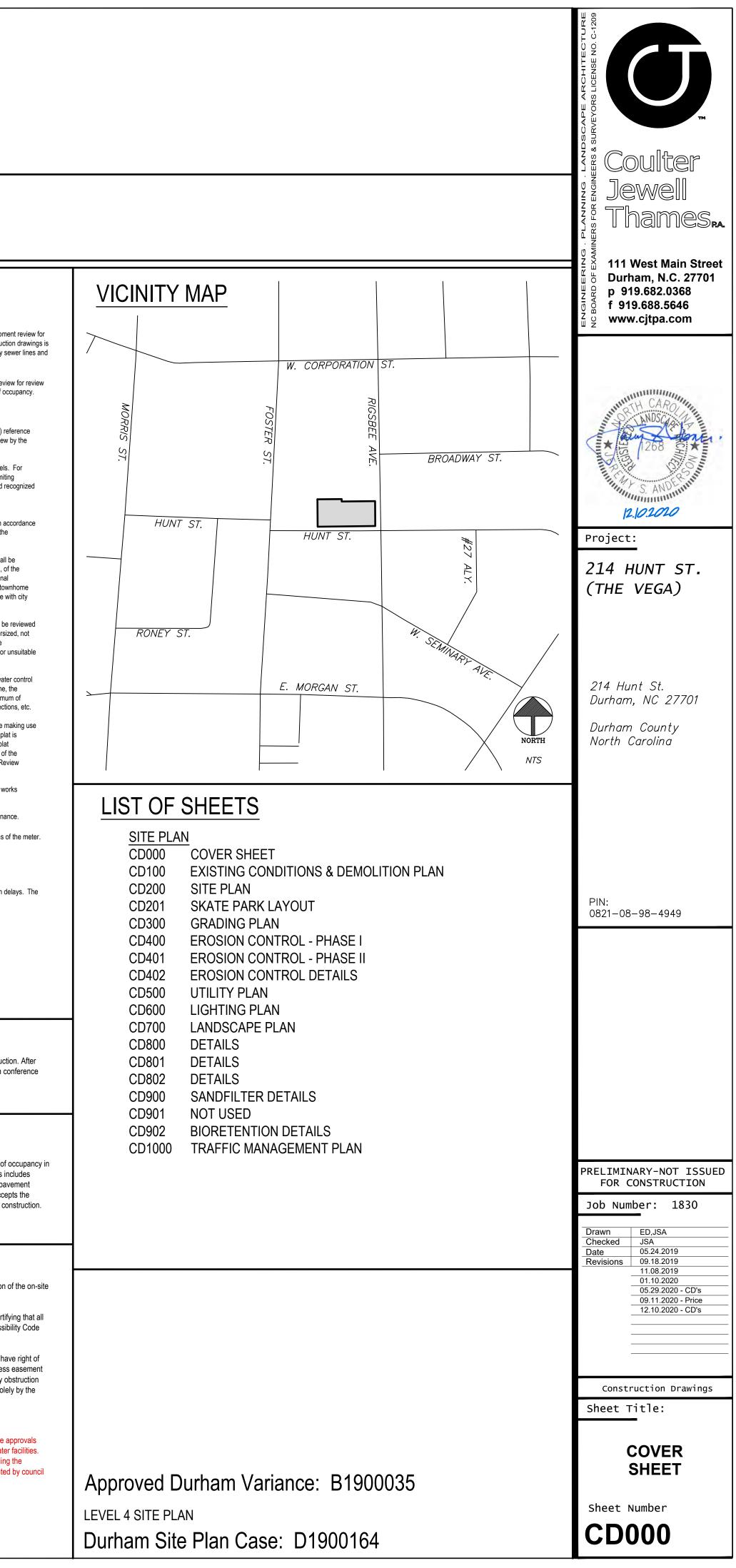
- PRIOR TO ISSUANCE OF A BUILDING PERMIT: Dedicate a public access easement along Hunt Street and Rigsbee Street for the construction of the on-site sidewalk as illustrated on sheet C200. A copy of the recorded plat must be submitted with the first building permit application.
- An As-Built Survey of the site, performed by the design professional or designee, must be submitted to the Building Inspections Department certifying that all site accessibility code requirements such as curb cuts, ramp slopes, sidewalk slopes, and cross slopes meet the requirements of the NC Accessibility Code prior to CO issuance.
- Optional blanket easement for multifamily and other development (cannot be used for limited residential): the City of Durham and their assigns have right of access to the permanent stormwater control measure(s) (underground sandfilter) for inspections and maintenance enforcement. A blanket access easement to, over and around the stormwater control measure is hereby granted for inspections as well as enforcement of operation & maintenance. Any obstruction placed in the blanket easement that impedes necessary maintenance enforcement will be removed and all the associated costs will be borne solely by the owner
- 4. A recombination plat must be recorded prior to issuance of Certificate of Occupancy
- 5. Development pursuant to this site plan relies in part on approvals that have not yet been granted by the Durham City Council ("Council"). These approvals ("approvals") include, but are not limited to the conveyance of interests in real property, and agreements related to the improvement of stormwater facilities. council's granting of the approvals is within council's sound discretion and the approval of this site plan in no way binds council's actions regarding the approvals. Vested rights are not created in any component of this site plan to the extent that it relies on any approval that is not ultimately granted by council and that is required to effectuate this site plan.

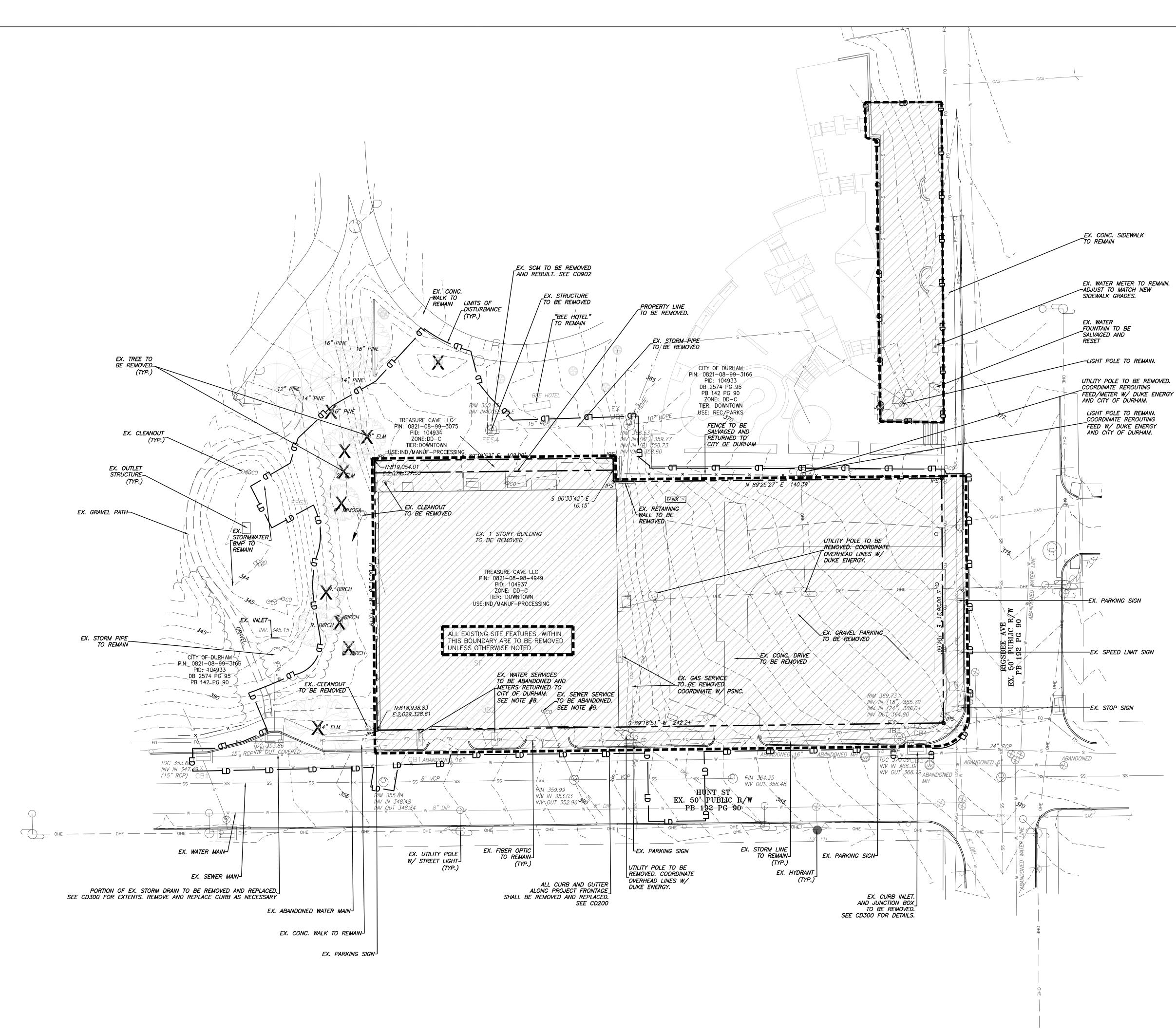
- SPOIL/BORROW SITE MUST BE INCLUDED IN THE LAND-DISTURBANCE PLAN AND PERMIT UNLESS THE

ARCHITECT: MHAworks

# PUBLIC WORKS CONDITIONS OF APPROVAL

- The designing professional (a NCPE, NCPLS or NCRLA as required) shall submit three (3) sets of construction drawings to the public works department development review for review and approval. Construction drawing approval is required prior to commencing construction (see construction plan approval process). The approval of construction drawings is separate from site plan approval. City officials shall review all sizes, materials, slopes, locations, extensions and depths for all proposed utilities (waterlines, sanitary sewer lines and storm drainage conveyance systems) for compliance with all applicable regulatory standards, specifications, and best management practices.
- The designing professional (a NCPE, NCPLS or NCRLA as required) shall submit one (1) set of as-built drawings to the public works department development review for review and approval. As-built drawing approval is required prior to water meter installation and/or sanitary sewer service connection and prior to issuance of a certificate of occupancy.
- An NCDOT or City of Durham driveway permit is required.
- At a minimum, the stormwater design details for this project shall be governed by the minimum standards of the most recent edition of the city of durham (city) reference guide for development (rgd) and any letters to industry (posted on the city's website) that are in effect the date construction drawings are first received for review by the
- Final design calculations for the stormwater control measure(s) (scm[s]) require the use of storage indication routing methodology such as tr-20 or hec-1 models. For each scm, as applicable, stage-storage relationship and inflow and outflow hydrographs are required. All tabulated data including calculations showing the limiting discharge, whether orifice, weir, barrel, or outlet control, as appropriate is required. Hydrocad, hydraflow hydrographs, and pondpack are commonly used and recognized software programs which incorporate routing methodology accepted by the city.
- Stormwater control measure(s) (SCM[s]) permit fee(s) and a payment into the Stormwater Replacement Fund are required for all SCM(s) associated with this development. Construction of the development is not allowed to commence until these items are provided in accordance with City Stormwater Standards or in accordance with written policy. The designer shall submit a sealed engineer's construction cost estimate for every SCM proposed in the development prior to approval of the construction drawings.
- An as-built certification for the stormwater control measure(s) (scm[s]), provided by the bmp certifying engineer (bce), is required. The as-built certification shall be submitted in accordance with the city of durham bce program, refer to section 8.6, bmp certifying engineer program for stormwater bmps in the city of durham, of the reference guide for development. The scm as-built certification(s) shall be approved by the stormwater development review section prior to issuance of any final certificates of occupancy/compliance for development, with the exception of when an appropriate construction security has been provided for single family or townhome development. With this provided construction security, certificates of occupancy/compliance can be issued for a percentage of single family lots in accordance with city
- Stormwater control measure(s) (scm[s]) design calculations will not be reviewed or approved with the site plan/preliminary plat submittal. All scm designs will be reviewed and approved during the construction drawing submittal process. If, at the time of construction drawing submittal, it is found that the proposed scm(s) is undersized, not properly accessible, or otherwise insufficient or unsuitable for the site, it is the responsibility of the applicant to insure that the applicable stormwater ordinance requirements are met. A revised site plan or preliminary plat may be required if the originally proposed scm(s) are found insufficient, not properly accessible, or unsuitable and alternative scm(s) with associated easements are required.
- The developer/contractor shall schedule a preconstruction meeting with the stormwater development review section prior to commencing work on any stormwater control measure (scm). If the scm will be constructed initially as a sedimentation and erosion control (s&ec) device, to be converted to a permanent scm at a later time, the preconstruction meeting should be scheduled prior to construction of the s&ec device. Call 919-560-4326 ext. 30238 to schedule the required meeting a minimum of three business days prior to the desired meeting date. This is in addition to other preconstruction meeting requirements for erosion control, engineering inspections, etc.
- To receive site plan/preliminary plat approval for developments other than Single Family Detached, Townhome and Duplex Residential Developments that are making use of nutrient banks or NCEEP, the approval of the site plan/preliminary plat is contingent upon the purchase of nutrient credits. If a revised site plan/preliminary plat is submitted for this development, the revised site plan/preliminary plat will be subject to any ordinances in place at the time of the revised site plan/preliminary plat will submission. Prior to the approval of the site plan/preliminary plat, a letter/receipt showing the purchase of the nutrient credits for this development and a copy of the nutrient bank ledger if applicable, showing the total nutrient credits available minus any and all deductions, is to be provided to the Stormwater Development Review
- A utility extension agreement is required prior to approval of the construction drawings. Submit a utility extension agreement application to engineering public works (http://durhamnc.Gov/documentcenter/home/view/3323).
- The proposed private drive does not meet city of durham street standards. The features within this area are private and will never be eligible for public maintenance 4. If a meter 2" or larger is proposed, contact Water Management at 560-4381 ext. 35268 prior to the construction of the meter vault to verify the type and dimensions of the meter.
- 5. Water permit required after construction drawing approval and prior to commencing water main installation.
- 6. When sidewalk and curb ramps are proposed:
- a. PROWAG standards are to be used. See City of Durham Curb Cuts Details http://durhamnc.gov/DocumentCenter/Home/View/2114. b. For ramps in 'tight' existing developed areas with small ROW's (Downtown, etc) it is recommended specific ramp details are needed to prevent construction delays. The burden to make it work is on the designing engineer.





EXISTING CONDITIONS AND DEMOLITION PLAN

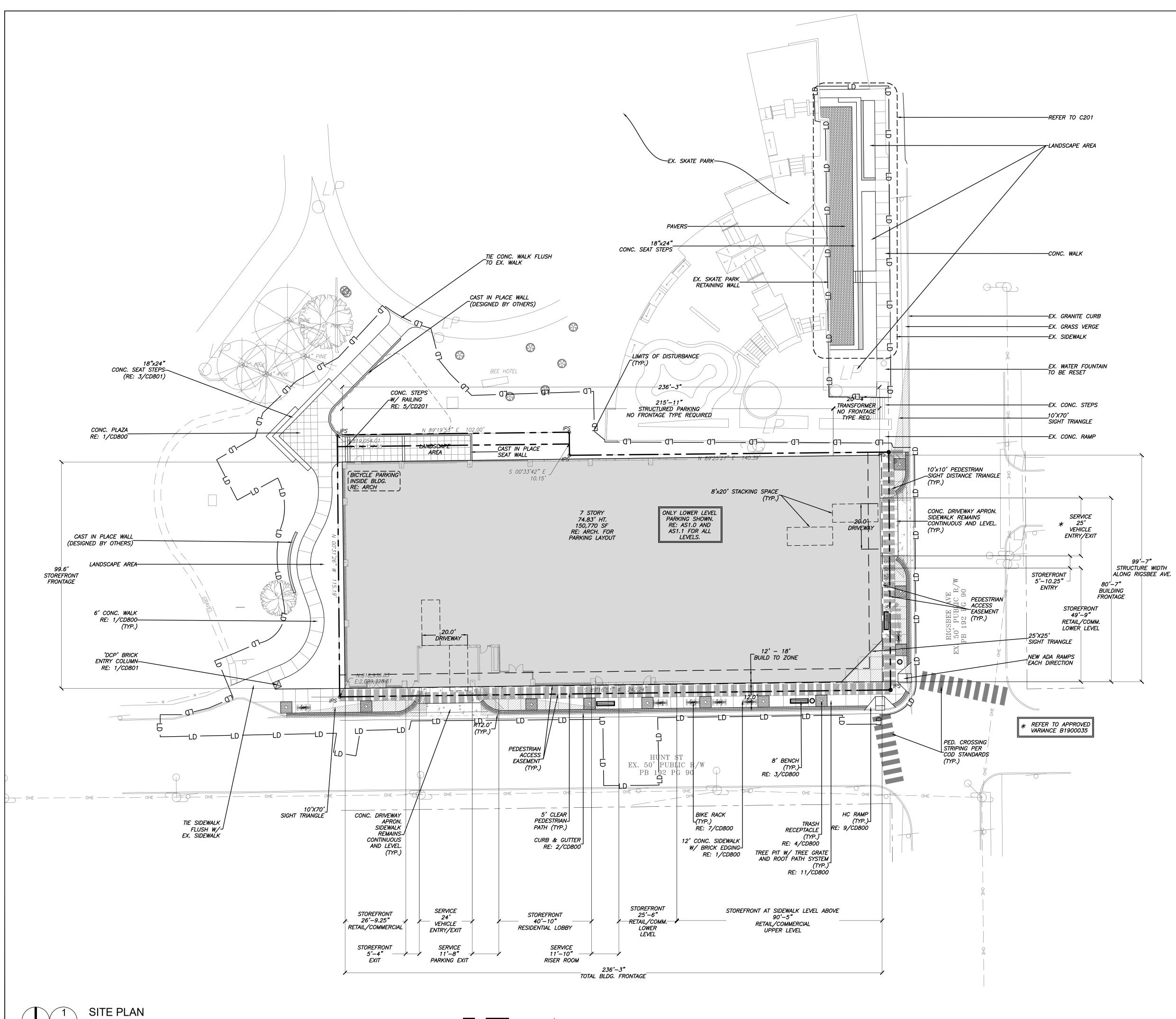
/CD100/ 1" = 20'-0"

10 20

• BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY PREPARED BY COULTER JEWELL THAMES

- PA, DATED MAY 2018. THIS PROJECT IS SERVED BY PUBLIC WATER AND SEWER.
- ADDITIONAL MAP INFORMATION BASED ON DURHAM GIS

# demolition notes 1. ENSURE ALL EROSION CONTROL MEASURES ARE IN PLACE AND IN WORKING ORDER PRIOR TO THE START OF ANY DEMOLITION AND CONSTRUCTION. 2. SEE SITE PLAN SHEET C200 FOR LAYOUT DIMENSIONS OF EXTENT OF DEMOLISHED AREAS. PAVED AREAS NOT INDICATED TO BE DEMOLISHED, ARE T REMAIN. ALL CONCRETE SAW CUTS ARE TO BE CLEAN, STRAIGHT AND NEAT. 3. UTILITIES: SEE UTILITY PLANS. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES FOR LOCATION, REMOVAL AND RELOCATION OF ANY UTILITIES. CONTRACTOR RESPONSIBLE FOR DETERMINING EXTENT AND LOCATION OF UTILITIES. THIS MAY INCLUDE CONTACTING "NO-CUTS" TO HELP LOCATE SOME UTILITIES. Jewe 4. CONTRACTOR TO ADJUST ALL MANHOLES, VALVES, JUNCTION BOXES, CATCH BASINS, CLEAN-OUTS, ETC., AS NECESSARY TO ACCOMMODATE NEW LAYOUT AND GRADES. hames<sub>ra</sub> 5. CONTRACTOR RESPONSIBLE FOR OBTAINING ANY PERMITS FOR WORK IN THE NCDOT AND CITY OF DURHAM RIGHTS OF WAY. ANY DAMAGED INFRASTRUCTURE IN THE RIGHT OF WAY CAUSED BY CONSTRUCTION ACTIVITIES MUST BE REPAIRED TO CITY OF DURHAM STANDARDS. THIS INCLUDES, BUT IS NOT 111 West Main Street LIMITED TO UTILITIES, SIDEWALKS, CURB AND GUTTER, ASPHALT. Durham, N.C. 27701 6. CONTRACTOR RESPONSIBLE FOR REMOVING EVERYTHING WITHIN THE CLEARING p 919.682.0368 LIMITS AND OFF-SITE WORK ZONE INCLUDING TREES, STUMPS, TRASH, FENCING, OR BUILDING MATERIALS. f 919.688.5646 www.cjtpa.com 7. CONTRACTOR TO USE CAUTION WORKING AROUND AND NEAR EXISTING STORM, WATER AND SEWER. CONTRACTOR RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES. 8. ABANDONMENT OF WATER SERVICES SHALL INCLUDE EXCAVATING DOWN TO CORPORATION STOP, TURNING IT OFF AND CUTTING SERVICE LINE FREE FROM CORPORATION STOP. THE METER, IF PRESENT, SHALL BE RETURNED TO CITY OF DURHAM. PRIOR TO ANY CREDIT OR REFUND BEING PROCESSED THE METER MUST BE RETURNED TO WATER MANAGEMENT DEPARTMENT AND THE METER NUMBER VERIFIED AND CODED PROPERLY AS RETURNED. UTILITY SERVICE ABANDONMENTS WILL TAKE PLACE PRIOR TO BEGINNING UTILITY CONSTRUCTION WORK FOR A PROJECT. ANY EXCAVATION AS PART OF ABANDONING UTILITIES WILL REQUIRE BACKFILLING PER CITY OF DURHAM STANDARDS. 9. ABANDONMENT OF SANITARY SEWER SERVICE LINES SHALL CONSIST OF EXCAVATING DOWN TO THE SERVICE CONNECTION TO THE MAIN. CUTTING THIS CONNECTION AND INSTALLING A WATERTIGHT PLUG IN THE MAIN. THE SERVICE LINE AND ALL CLEAN-OUT RISERS ON THE SERVICE LINE SHALL BE REMOVED. UTILITY SERVICE ABANDONMENTS WILL TAKE PLACE PRIOR TO BEGINNING UTILITY CONSTRUCTION WORK FOR A PROJECT. ANY EXCAVATION AS PART OF 12.10.2020 ABANDONING UTILITIES WILL REQUIRE BACKFILLING PER CITY OF DURHAM STANDARDS. Project: 10. ALL PAVEMENT PATCHING SHALL BE PERFORMED PER CITY SPECIFICATIONS AND STANDARDS. 214 HUNT ST. 11. EXISTING TRAFFIC CONTROL SIGNS REMOVED DURING CONSTRUCTION MUST BE REPLACED IN THE CURRENT LOCATIONS AS SHOWN ON THE APPROVED (THE VEGA) CONSTRUCTION DRAWINGS. 214 Hunt St. Durham, NC 27701 Durham County North Carolina PIN: 0821-08-98-4949 PRELIMINARY-NOT ISSUED FOR CONSTRUCTION Job Number: 1830 ED,JSA Drawn Checked JSA Date 05.24.2019 Revisions 09.18.2019 11.08.2019 01.10.2020 05.29.2020 - CD's 09.11.2020 - Price 12.10.2020 - CD's Construction Drawings Sheet Title: EXISTING CONDITIONS & DEMOLITION Sheet Number **CD100**



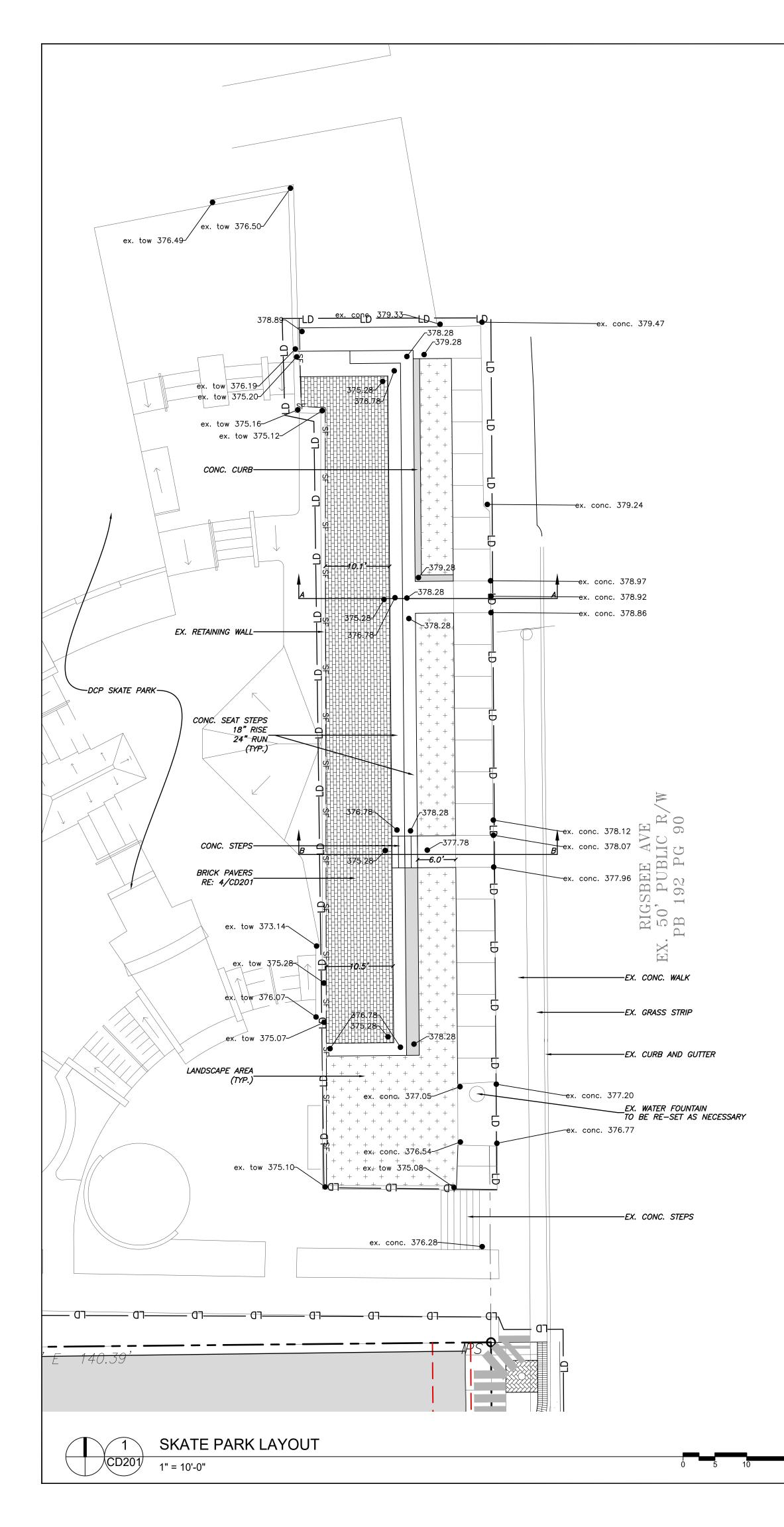
CD200 1" = 20'-0"

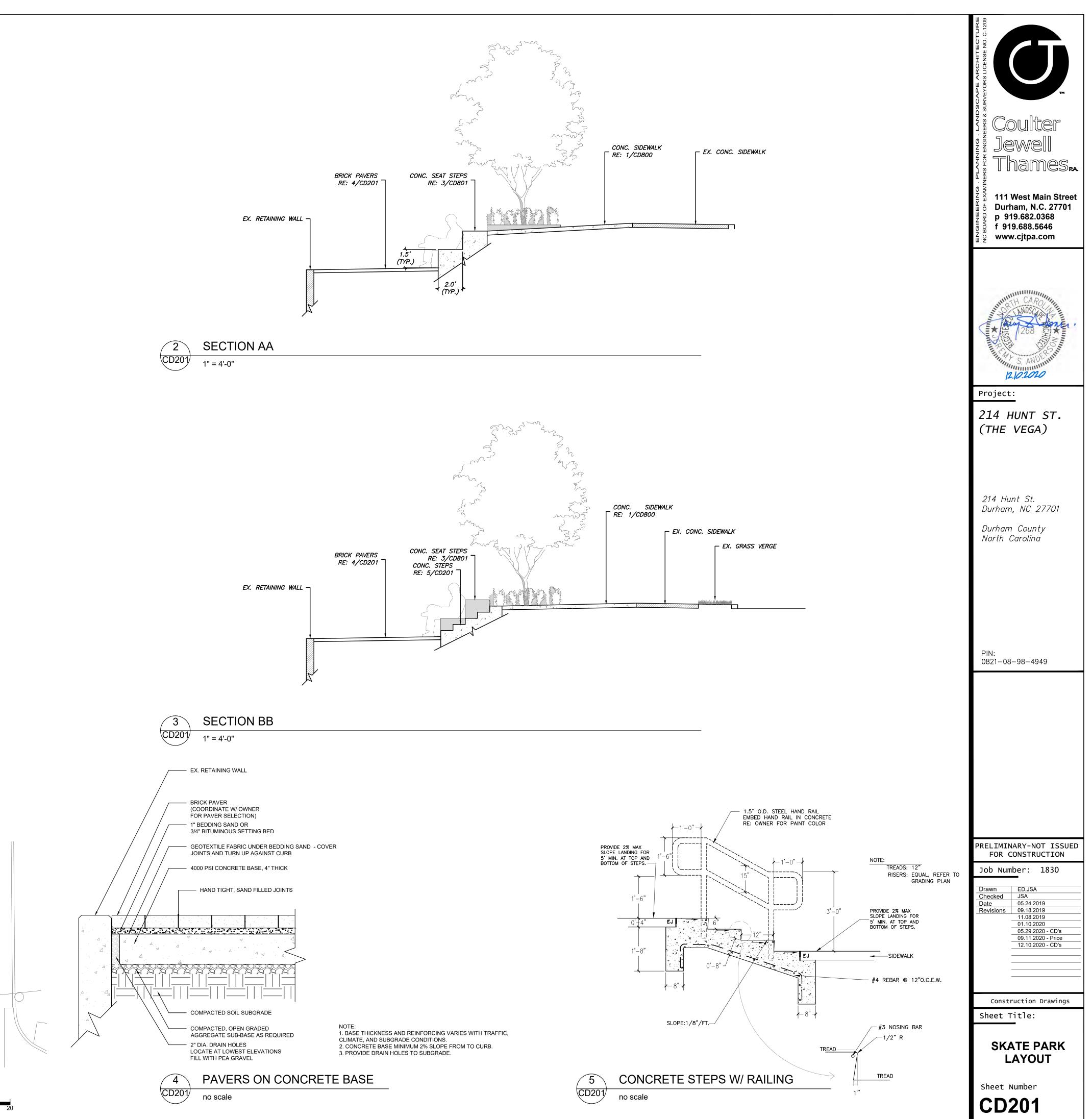
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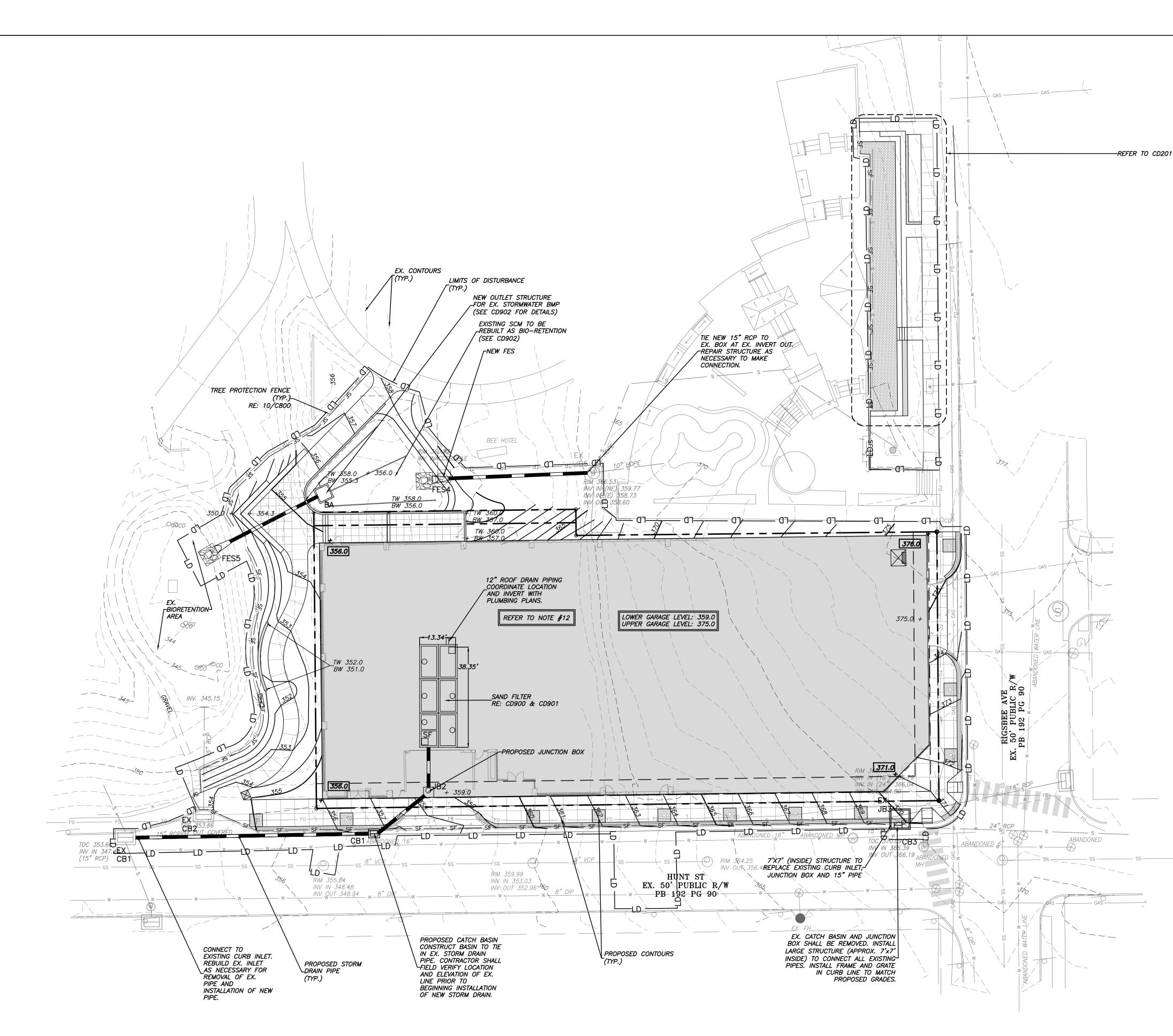
- 1. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
- 2. DIMENSIONS TO BUILDING WALL ARE TO FACE OF WALL AT FINISH GRADE. DIMENSIONS TO CURB ARE TO FACE OF CURB.
- 3. LAY OUT IMPROVEMENTS FOR THE CIVIL ENGINEER'S OR LANDSCAPE ARCHITECT'S REVIEW PRIOR TO BEGINNING CONSTRUCTION.
- 4. REFERENCE ARCHITECTURAL DRAWINGS FOR BUILDING INFORMATION.
- 5. REFERENCE DEMOLITION PLAN SHEETS C1.0 FOR EXTENT OF DEMOLITION AND REMOVAL OF CURB AND GUTTER, DRIVEWAYS, PAVEMENT, BOLLARDS, WALKWAYS, UTILITIES, AND VEGETATION.
- 6. TRASH AND RECYCLING COLLECTION WILL BE MANAGED BY INDIVIDUAL HOMEOWNERS VIA ROLL-OUTS CARTS, STORED WITHIN THE GARAGE. COLLECTION AND DISPOSAL WILL BE PRIVATELY CONTRACTED.
- 7. CAPACITY AND COLLECTION FREQUENCY SHALL PREVENT THE ILLEGAL DISPOSAL OR PLACEMENT OF GARBAGE AND RECYCLABLES. OWNERS ARE RESPONSIBLE FOR MAINTAINING ACCESS AREAS AND WASTE HANDLING FACILITIES AND FOR PREVENTING ILLEGAL DISPOSAL OF GARBAGE AND RECYCLABLES.
- 8. ALL FIRE DEPARTMENT CONNECTIONS SERVING STANDPIPE SYSTEMS OR NFPA 13 SPRINKLER SYSTEMS MUST BE PROVIDED WITH 5 INCH DIAMETER STORZ CONNECTIONS OF THE LOCKABLE TYPE, AS REQUIRED UNDER NC FIRE CODE 2012 SECTION 912.3.1, AND SO NOTED ON UTILITY PLAN. PLEASE CONTACT FIRE PREVENTION AT (919) 560–4233 EXT 19240 REGARDING PROCUREMENT INFORMATION FOR LOCKABLE CAPS.
- 9. THE SITE WILL BE FULLY COMPLIANT WITH THE NORTH CAROLINA ACCESSIBILITY CODES (ANSI 117.1 –2009 AND CHAPTER 11 OF THE NCBC) UNLESS AND EXCEPT IN AREAS WHERE AN APPROVED STATEMENT FROM A SITE ENGINEER, SURVEYOR OR ARCHITECT VERIFIES THAT SITE CONDITIONS EXIST WHERE THE TOPOGRAPHY OF THE SITE IS EXTREME AND ONLY ALTERNATE METHODS OF COMPLIANCE ARE POSSIBLE.
- 10. OPTIONAL BLANKET EASEMENT FOR MULTIFAMILY AND OTHER DEVELOPMENT (CANNOT BE USED FOR LIMITED RESIDENTIAL): THE CITY OF DURHAM AND THEIR ASSIGNS HAVE RIGHT OF ACCESS TO THE PERMANENT STORMWATER CONTROL MEASURE(S) (UNDERGROUND SANDFILTER AND (2X) BIORETENTION AREAS)FOR INSPECTIONS AND MAINTENANCE ENFORCEMENT. A BLANKET ACCESS EASEMENT TO, OVER AND AROUND THE STORMWATER CONTROL MEASURE IS HEREBY GRANTED FOR INSPECTIONS AS WELL AS ENFORCEMENT OF OPERATION & MAINTENANCE. ANY OBSTRUCTION PLACED IN THE BLANKET EASEMENT THAT IMPEDES NECESSARY MAINTENANCE ENFORCEMENT WILL BE REMOVED AND ALL THE ASSOCIATED COSTS WILL BE BORNE SOLELY BY THE OWNER.

Jewell hames<sub>ra</sub> 111 West Main Street Durham, N.C. 27701 p 919.682.0368 f 919.688.5646 www.cjtpa.com 12.10.2020 Project: 214 HUNT ST. (THE VEGA) 214 Hunt St. Durham, NC 27701 Durham County North Carolina PIN: 0821-08-98-4949 PRELIMINARY-NOT ISSUED FOR CONSTRUCTION Job Number: 1830 Drawn ED,JS Checked JSA Date 05.24 ED,JSA 05.24.2019 
 Revisions
 09.18.2019

 11.08.2019
 01.10.2020 05.29.2020 - CD's 09.11.2020 - Price 12.10.2020 - CD's Construction Drawings Sheet Title: SITE PLAN Sheet Number **CD200** 

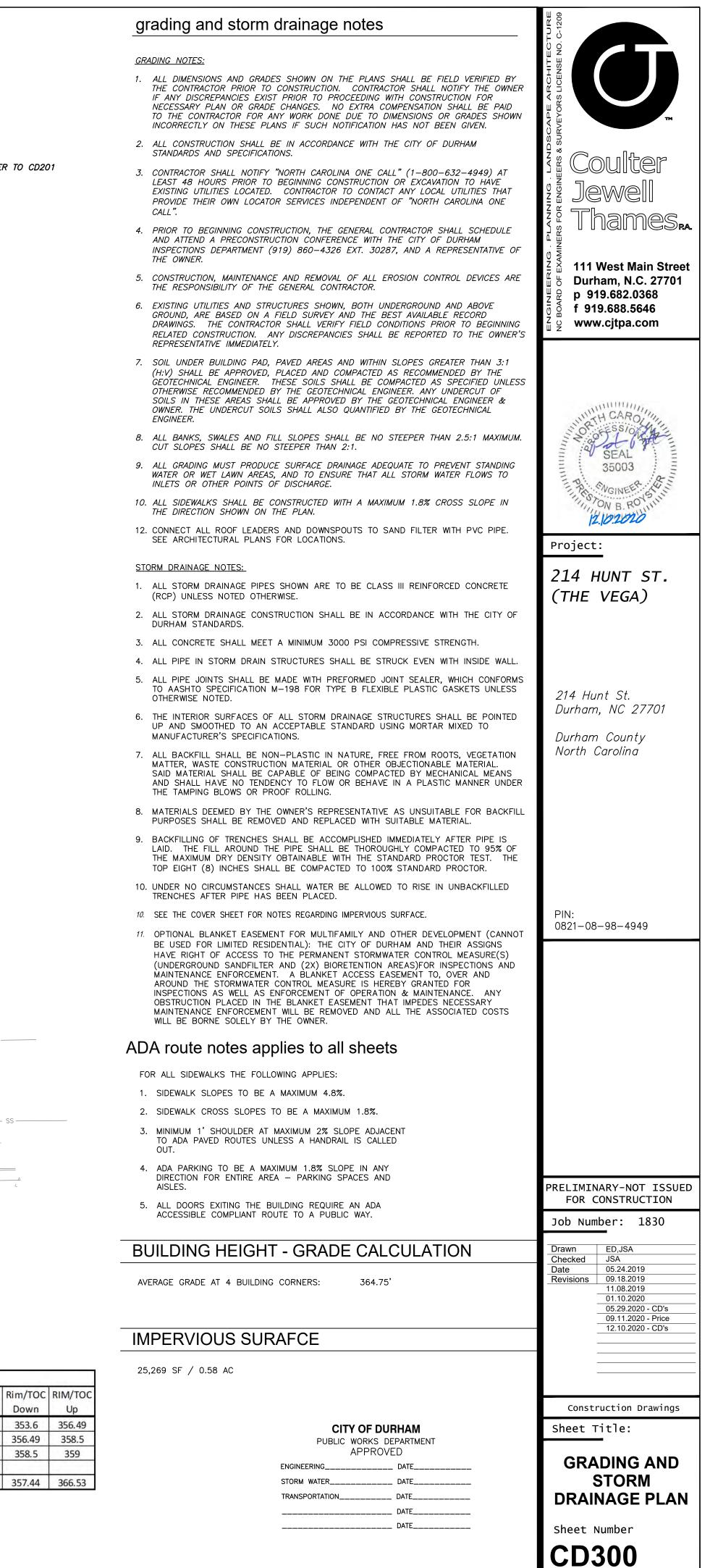


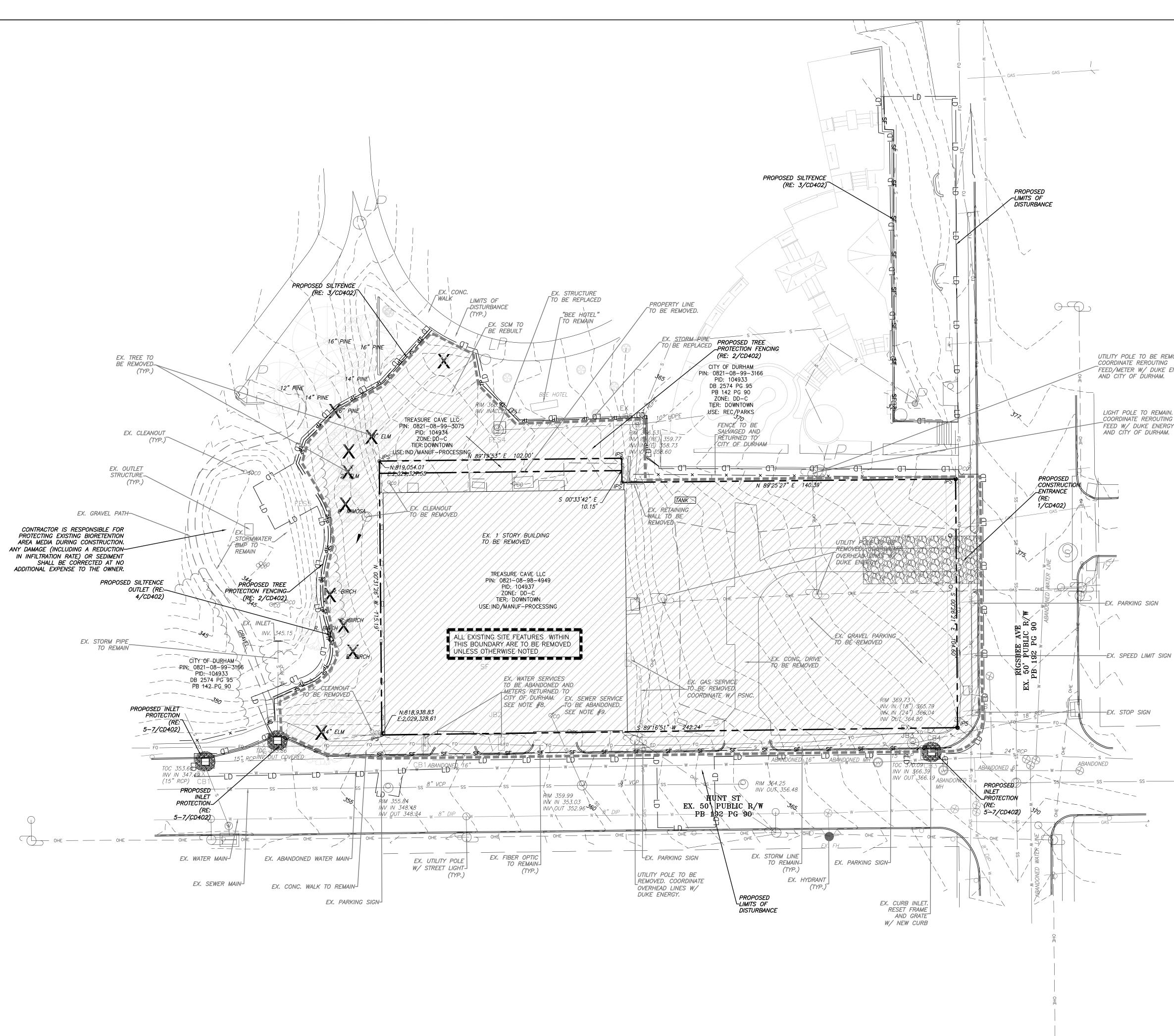




BLANKET SCM MAINTENANCE AND
ACCESS EASEMENT IS PROPOSED
FOR SAND FILTER. PROPOSED
BIORETENTION AREA IS ON CITY
OF DURHAM PROPERTY. SO, NO
EASEMENT IS REQUIRED.

	Pipe Data Table							
Line ID	Inv Down	Inv Up	Length (ft)	Slope(%)	Line Size	Material	O-ring	F
EX CB1 TO CB1	343.8	344.72	92.31	1.00%	30	RCP	YES	T
CB1 TO JB2	347.88	348.11	23.35	1.00%	15	RCP		
JB2 TO SF	348.21	348.37	16.1	1.00%	15	RCP	YES	
FES4 TO EX JB5	356	357.52	60.68	2.50%	15	RCP	-	1





**EROSION CONTROL PLAN - PHASE I** 

1" = 20'-0"

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY PREPARED BY COULTER JEWELL THAMES

- PA, DATED MAY 2018. THIS PROJECT IS SERVED BY PUBLIC WATER AND SEWER.
- ADDITIONAL MAP INFORMATION BASED ON DURHAM GIS

## CONSTRUCTION SEQUENCE

## ENFORCEMENT NOTE 1. FAILURE TO FOLLOW THIS CONSTRUCTION SEQUENCE MAY RESULT IN LOCAL ENFORCEMENT ACTIONS, INCLUDING BUT NOT LIMITED TO CIVIL PENALTIES TO \$5000 PER VIOLATION PER DAY, INJUCTIVE RELIEF, CRIMINAL PENALTIES, AND PERMIT REVOCATION. ADDITIONALLY, OFF-SITE SEDIMENTATION MAY RESULT IN RESTORATION REQUIREMENTS

ENFORCEMENT NOTE 2. IF THE DURHAM COUNTY S&E STAFF DETERMINES THAT EXCESSIVE SEDIMENT IS LEAVING THE SITE, A REVISED SEDIMENTATION AND EROSION CONTROL PLAN MAY BE REQUIRED, WITH ASSOCIATED REQUIREMENTS FOR ADDITIONAL S&E MEASURES. NOTE: IF AN OFFSITE SOIL SPOIL OR BORROW SITE IS UTILIZED, THEN THE DISTURBED AREA FOR THE SPOIL/BORROW SITE MUST BE INCLUDED IN THE LAND-DISTURBANCE PLAN AND PERMIT UNLESS THE SPOIL/BORROW SITE ALREADY HAS A LAND-DISTURBANCE PERMIT CONSTRUCTION SEQUENCE

- 1. INSTALL TREE PROTECTION FENCING IN ACCORDANCE WITH THE APPROVED SITE PLAN. 2. INSPECT TREE FENCE AND SUBMIT A "TREE PROTECTION FENCING CERTIFICATION" FORM
- TO DURHAM COUNTY S&E OFFICE, FAX: (919)560-0740. 3. CALL DURHAM COUNTY S&E OFFICE FOR INSPECTION OF TREE FENCE INSTALLATION (919)560 - 0735.
- 4. OBTAIN ALL PERMITS AND APPROVALS NECESSARY TO BEGIN AND COMPLETE THE PROJECT. OBTAIN ALL PERMITS PRIOR TO BEGINNING ANY DISTURBANCE OF THE SITE WORK WILL NOT BE INTERRUPTED. 5. SCHEDULE AND HOLD A PRE-CONSTRUCTION CONFERENCE PRIOR TO BEGINNING ANY LAND-DISTURBING ACTIVITIES. THIS CONFERENCE SHOULD BE ATTENDED BY A REPRESENTATIVE OF THE FINANCIALLY RESPONSIBLE PARTY AND/OR THE GENERAL
- CONTRACTOR. GRADING SUB-CONTRACTOR, EROSION CONTROL SUB-CONTRACTOR AND DURHAM COUNTY S&F OFFICE 6. OBTAIN LAND DISTURBING PERMIT AND PLACARD, AND POST THE PLACARD ON SITE. ONLY CLEAR THE AREA NECESSARY TO INSTALL GRAVEL CONSTRUCTION ENTRANCE, SILT
- FENCES, AND OTHER INITIAL EROSION CONTROL MEASURES. 8. NOTIFY THE DURHAM COUNTY S&E SITE INSPECTOR AFTER MEASURES HAVE BEEN INSTALLED AND PROJECT HAS STARTED. 9. BEGIN CLEARING, GRUBBING, AND GRADING OF SITE IN ACCORDANCE WITH S&E CONTROL
- 11. PROVIDE ALL DISTURBED AREAS WITH GROUND COVER AS PER SEC. 12.10.4(B) OF THE DURHAM COUNTY UDO AFTER COMPLETION OF ANY PHASE OF CLEARING, GRUBBING OR GRADING. THE SEEDING, SEEDBED PREPARATION, MULCH AND/OR ROLLED EROSION CONTROL PRODUCT INSTALLATION MUST BE IN ACCORDANCE WITH THE SEEDING
- SCHEDULE PROVIDED IN THIS S&E PLAN. 12. INSPECT AND MAINTAIN THE SEDIMENT CONTROL DEVICES SO THEY CONTINUE TO FUNCTION PROPERLY. THE PERSON RESPONSIBLE FOR EROSION CONTROL WILL OVERSEE THE INSPECTING AND MAINTENANCE OF THESE DEVICES. MEASURES SHOULD BE INSPECTED WEEKLY AND AFTER A RAINFALL OF MORE THAN 0.5 INCHES. EROSION CONTROL DEVICES SHALL BE REPLACED WHEN DAMAGED OR DO NOT APPEAR TO WORKING PROPERLY.
- 13. IF IT IS DETERMINED DURING THE COURSE OF CONSTRUCTION THAT SIGNIFICANT SEDIMENT IS LEAVING THE PROJECT SITE DESPITE PROPER IMPLEMENTATION AND MAINTENANCE OF THE EROSION CONTROL PLAN, THE PERSON RESPONSIBLE FOR THE
- LAND DISTURBING ACTIVITY IS OBLIGATED TO TAKE ADDITIONAL PROTECTIVE ACTION. 14. KEEP MUD AND DEBRIS OFF THE PUBLIC STREET AT ALL TIMES. IF MUD OR DEBRIS TRACKED FROM THE SITE, USE A SHOVEL AND BROOM TO REMOVE IT IMMEDIATELY. MUD AND DEBRIS ARE NOT KEPT OFF THE STREET, ENFORCEMENT ACTION (REVOKING
- THE GRADING PERMIT AND/OR A STOP WORK ORDER) MAY BE TAKEN. 15. SEEDING AND RESTABILIZATION OF DISTURBED AREAS MUST BE ACCOMPLISHED PER TH PLANS AND SPECIFICATIONS WITHIN THE TIMEFRAMES GIVEN IN THE STABILIZATION TIME TABLE PROVIDED IN THE SEEDING SCHEDULE (C401). CONTRACTOR IS RESPONSIBLE FOR TEMPORARY SEEDING THAT IS REQUIRED DURING THE PROJECT AT NO ADDITIONAL
- COST TO THE OWNER. 16. AT THE CONCLUSION OF BUILDING OR IF LAND-DISTURBIING ACTIVITY IS STOPPED, TEMPORARY OR PERMANENT VEGETATION COVER SHALL BE INSTALLED IN ACCORDANCE WITH SEC 12.10.4(B) OF THE DURHAM COUNTY UDO.
- 17. WHEN CONSTRUCTION IS COMPLETE AND STABILIZED, CONTACT EROSION CONTROL PERSONNEL FOR AN INSPECTION. 18. WHEN CONSTRUCTION IS COMPLETE AND ALL DISTURBED AREAS HAVE BEEN
- PERMANENTLY RESTABILIZED AND APPROVAL HAS BEEN GRANTED BY EROSION CONTROL PERSONNEL, REMOVE ALL TEMPORARY SEDIMENT CONTROL DEVICES. REMOVE AND PROPERLY DISPOSE OF ACCUMULATED SEDIMENT AND DEBRIS FROM THE DEVICES AND RESTABILIZE AREAS DISTURBED BY THEIR REMOVAL.

# **SELF-INSPECTION AND SELF-MONITORING**

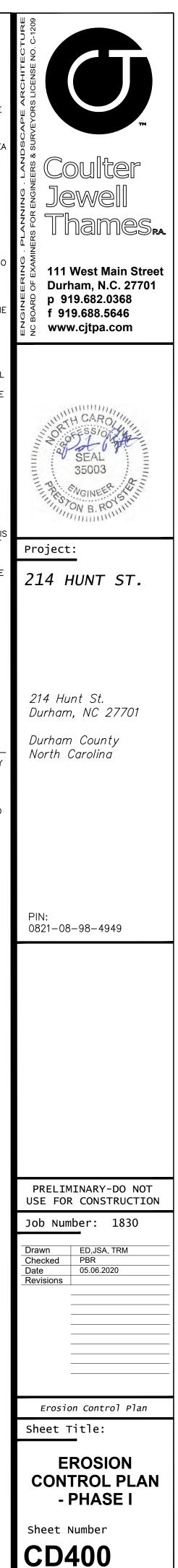
THE LANDOWNER, THE FINANCIALLY RESPONSIBLE PARTY, OR THE LANDOWNER'S FINANCIALLY RESPONSIBLE PARTY'S AGENT SHALL PERFORM AN INSPECTION OF THE AREA COVERED BY THE PLAN AFTER EACH PHASE OF THE PLAN HAS BEEN COMPLETED AND AFTER ESTABLISHMENT OF TEMPORARY GROUND COVER IN ACCORDANCE WITH G.S. 113A-57(2) THE PERSON WHO PERFORMS THE INSPECTION SHALL MAINTAIN AND MAKE AVAILABLE A RECORD OF THE INSPECTION AT THE SITE OF THE LAND-DISTURBING ACTIVITY. THE RECORD SHALL SET OUT ANY SIGNIFICANT DEVIATION FROM THE APPROVED EROSION CONTROL PLAN. IDENTIFY ANY MEASURES THAT MAY BE REQUIRED TO CORRECT THE DEVIATION AND DOCUMENT THE COMPLETION OF THOSE MEASURES. THE RECORD SHALL BE MAINTAINED UNTIL PERMANENT GROUND COVER HAS BEEN ESTABLISHED AS REQUIRED BY THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN. A COPY OF THE NCDEQ SELF-INSPECTION FORM CAN BE DOWLOADED AT: https://deq.nc.gov/about/divisions/energy-mineral-land-resources/erosion-sediment-control/forms

AREA OF DISTURBANCE = 1.04 AC

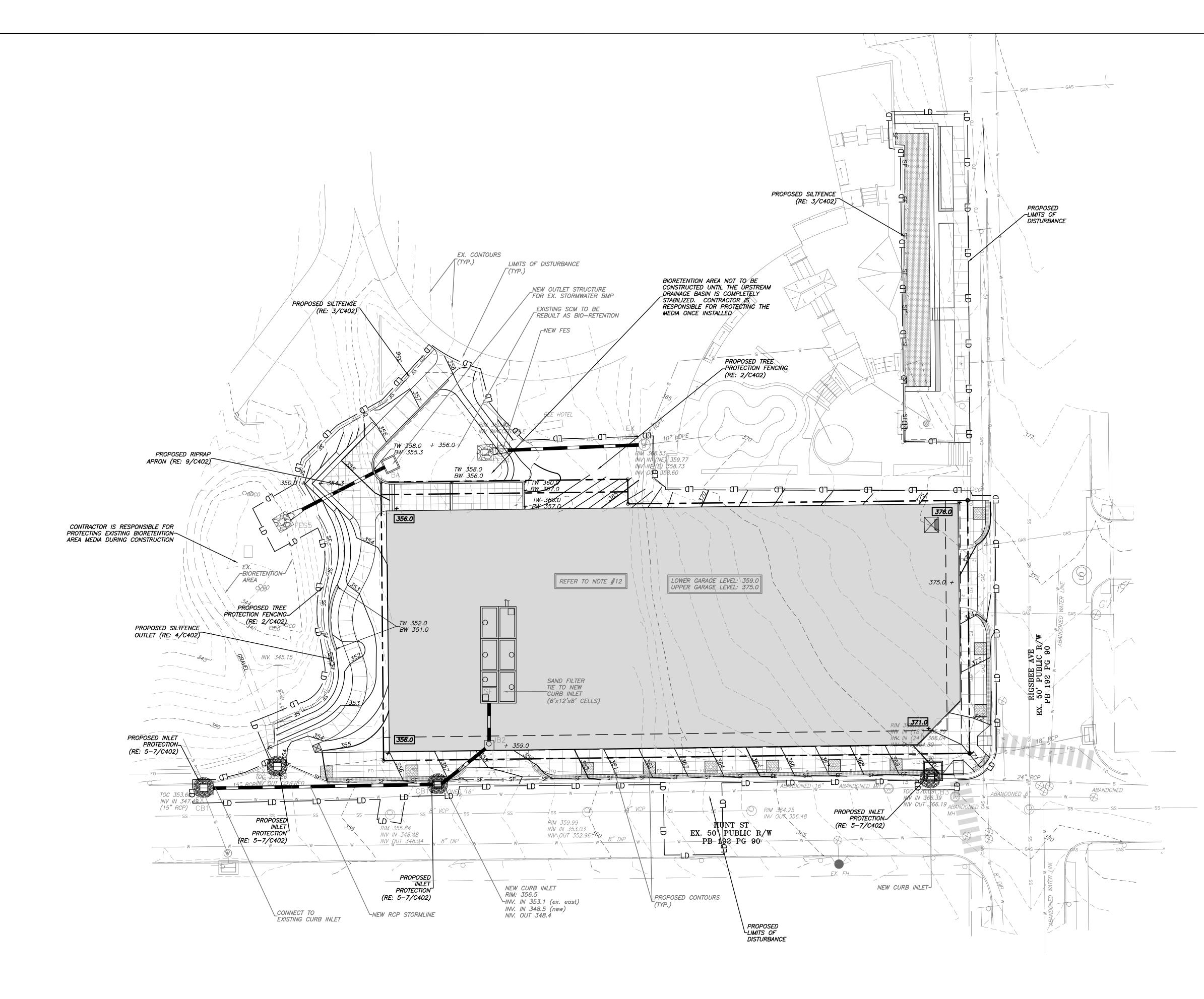
ALL PROPOSED SLOPES ON SITE ARE NO STEEPER THAN 3:1

# DEMOLITION NOTES

- 1. ENSURE ALL EROSION CONTROL MEASURES ARE IN PLACE AND IN WORKING ORDER PRIOR TO THE START OF ANY DEMOLITION AND CONSTRUCTION.
- 2. SEE SITE PLAN SHEET CD200 FOR LAYOUT DIMENSIONS OF EXTENT OF DEMOLISHED AREAS. PAVED AREAS NOT INDICATED TO BE DEMOLISHED, ARE TO REMAIN. ALL CONCRETE SAW CUTS ARE TO BE CLEAN, STRAIGHT AND NEAT.
- 3. UTILITIES: SEE UTILITY PLANS. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES FOR LOCATION, REMOVAL AND RELOCATION OF ANY UTILITIES. CONTRACTOR RESPONSIBLE FOR DETERMINING EXTENT AND LOCATION OF UTILITIES. THIS MAY INCLUDE CONTACTING "NO-CUTS" TO HELP LOCATE SOME UTILITIES.
- 4. CONTRACTOR TO ADJUST ALL MANHOLES, VALVES, JUNCTION BOXES, CATCH BASINS, CLEAN-OUTS, ETC., AS NECESSARY TO ACCOMMODATE NEW LAYOUT AND GRADES.
- 5. CONTRACTOR RESPONSIBLE FOR OBTAINING ANY PERMITS FOR WORK IN THE NCDOT AND CITY OF DURHAM RIGHTS OF WAY. ANY DAMAGED INFRASTRUCTURE IN THE RIGHT OF WAY CAUSED BY CONSTRUCTION ACTIVITIES MUST BE REPAIRED TO CITY OF DURHAM STANDARDS. THIS INCLUDES, BUT IS NOT LIMITED TO UTILITIES, SIDEWALKS, CURB AND GUTTER, ASPHALT.
- 6. CONTRACTOR RESPONSIBLE FOR REMOVING EVERYTHING WITHIN THE CLEARING LIMITS AND OFF-SITE WORK ZONE INCLUDING TREES, STUMPS, TRASH, FENCING, OR BUILDING MATERIALS.
- 7. CONTRACTOR TO USE CAUTION WORKING AROUND AND NEAR EXISTING STORM, WATER AND SEWER. CONTRACTOR RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES.
- 8. ABANDONMENT OF WATER SERVICES SHALL INCLUDE EXCAVATING DOWN TO CORPORATION STOP, TURNING IT OFF AND CUTTING SERVICE LINE FREE FROM CORPORATION STOP. THE METER, IF PRESENT, SHALL BE RETURNED TO CITY OF DURHAM. PRIOR TO ANY CREDIT OR REFUND BEING PROCESSED THE METER MUST BE RETURNED TO WATER MANAGEMENT DEPARTMENT AND THE METER NUMBER VERIFIED AND CODED PROPERLY AS RETURNED. UTILITY SERVICE ABANDONMENTS WILL TAKE PLACE PRIOR TO BEGINNING UTILITY CONSTRUCTION WORK FOR A PROJECT. ANY EXCAVATION AS PART OF ABANDONING UTILITIES WILL REQUIRE BACKFILLING PER CITY OF DURHAM STANDARDS.
- 9. ABANDONMENT OF SANITARY SEWER SERVICE LINES SHALL CONSIST OF EXCAVATING DOWN TO THE SERVICE CONNECTION TO THE MAIN, CUTTING THIS CONNECTION AND INSTALLING A WATERTIGHT PLUG IN THE MAIN. THE SERVICE LINE AND ALL CLEAN-OUT RISERS ON THE SERVICE LINE SHALL BE REMOVED. UTILITY SERVICE ABANDONMENTS WILL TAKE PLACE PRIOR TO BEGINNING UTILITY CONSTRUCTION WORK FOR A PROJECT. ANY EXCAVATION AS PART OF ABANDONING UTILITIES WILL REQUIRE BACKFILLING PER CITY OF DURHAM STANDARDS
- 10. ALL PAVEMENT PATCHING SHALL BE PERFORMED PER CITY SPECIFICATIONS AND STANDARDS.
- 11. EXISTING TRAFFIC CONTROL SIGNS REMOVED DURING CONSTRUCTION MUST BE REPLACED PER THE APPROVED CONSTRUCTION DRAWINGS.



UTILITY POLE TO BE REMOVED. FEED/METER W/ DUKE ENERGY



# CONSTRUCTION SEQUENCE

## ENFORCEMENT NOTE 1. FAILURE TO FOLLOW THIS CONSTRUCTION SEQUENCE MAY RESULT IN LOCAL ENFORCEMENT ACTIONS, INCLUDING BUT NOT LIMITED TO CIVIL PENALTIES TO \$5000 PER VIOLATION PER DAY, INJUCTIVE RELIEF, CRIMINAL PENALTIES, AND PERMIT REVOCATION. ADDITIONALLY, OFF-SITE SEDIMENTATION MAY RESULT IN RESTORATION REQUIREMENTS.

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- 1. INSTALL TREE PROTECTION FENCING IN ACCORDANCE WITH THE APPROVED SITE PLAN. 2. INSPECT TREE FENCE AND SUBMIT A "TREE PROTECTION FENCING CERTIFICATION" FORM
- TO DURHAM COUNTY S&E OFFICE, FAX: (919)560–0740. 3. CALL DURHAM COUNTY S&E OFFICE FOR INSPECTION OF TREE FENCE INSTALLATION (919)560–0735.
- 4. OBTAIN ALL PERMITS AND APPROVALS NECESSARY TO BEGIN AND COMPLETE THE PROJECT. OBTAIN ALL PERMITS PRIOR TO BEGINNING ANY DISTURBANCE OF THE SITE WORK WILL NOT BE INTERRUPTED.
- 5. SCHEDULE AND HOLD A PRE-CONSTRUCTION CONFERENCE PRIOR TO BEGINNING ANY LAND-DISTURBING ACTIVITIES. THIS CONFERENCE SHOULD BE ATTENDED BY A REPRESENTATIVE OF THE FINANCIALLY RESPONSIBLE PARTY AND/OR THE GENERAL CONTRACTOR, GRADING SUB-CONTRACTOR, EROSION CONTROL SUB-CONTRACTOR AND THE DURHAM COUNTY S&E OFFICE.
- OBTAIN LAND DISTURBING PERMIT AND PLACARD, AND POST THE PLACARD ON SITE.
   ONLY CLEAR THE AREA NECESSARY TO INSTALL GRAVEL CONSTRUCTION ENTRANCE, SILT FENCES, AND OTHER INITIAL EROSION CONTROL MEASURES.
- NOTIFY THE DURHAM COUNTY S&E SITE INSPECTOR AFTER MEASURES HAVE BEEN INSTALLED AND PROJECT HAS STARTED.
   BEGIN CLEARING, GRUBBING, AND GRADING OF SITE IN ACCORDANCE WITH S&E CONTROL
- PLAN. 11. PROVIDE ALL DISTURBED AREAS WITH GROUND COVER AS PER SEC. 12.10.4(B) OF THE DURHAM COUNTY UDO AFTER COMPLETION OF ANY PHASE OF CLEARING, GRUBBING OR GRADING. THE SEEDING, SEEDBED PREPARATION, MULCH AND/OR ROLLED EROSION CONTROL PRODUCT INSTALLATION MUST BE IN ACCORDANCE WITH THE SEEDING
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- 13. IF IT IS DETERMINED DURING THE COURSE OF CONSTRUCTION THAT SIGNIFICANT SEDIMENT IS LEAVING THE PROJECT SITE DESPITE PROPER IMPLEMENTATION AND MAINTENANCE OF THE EROSION CONTROL PLAN, THE PERSON RESPONSIBLE FOR THE
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- PERSONNEL, REMOVE ALL TEMPORARY SEDIMENT CONTROL DEVICES. REMOVE AND PROPERLY DISPOSE OF ACCUMULATED SEDIMENT AND DEBRIS FROM THE DEVICES AND RESTABILIZE AREAS DISTURBED BY THEIR REMOVAL. 19.BIORETENTION AREAS ARE NOT TO RECEIVE RUNOFF FROM THE SITE UNTIL ALL EROSION AND SEDIMENT PHASES ARE COMPLETED. ALL INLETS TO BIORETENTION AREAS SHALL REMAIN SEALED UNTIL SITE IS COMPLETELY STABILIZED.

## SELF-INSPECTION AND SELF-MONITORING

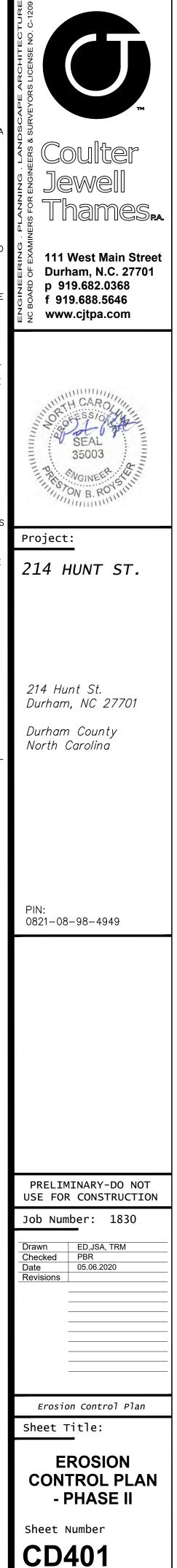
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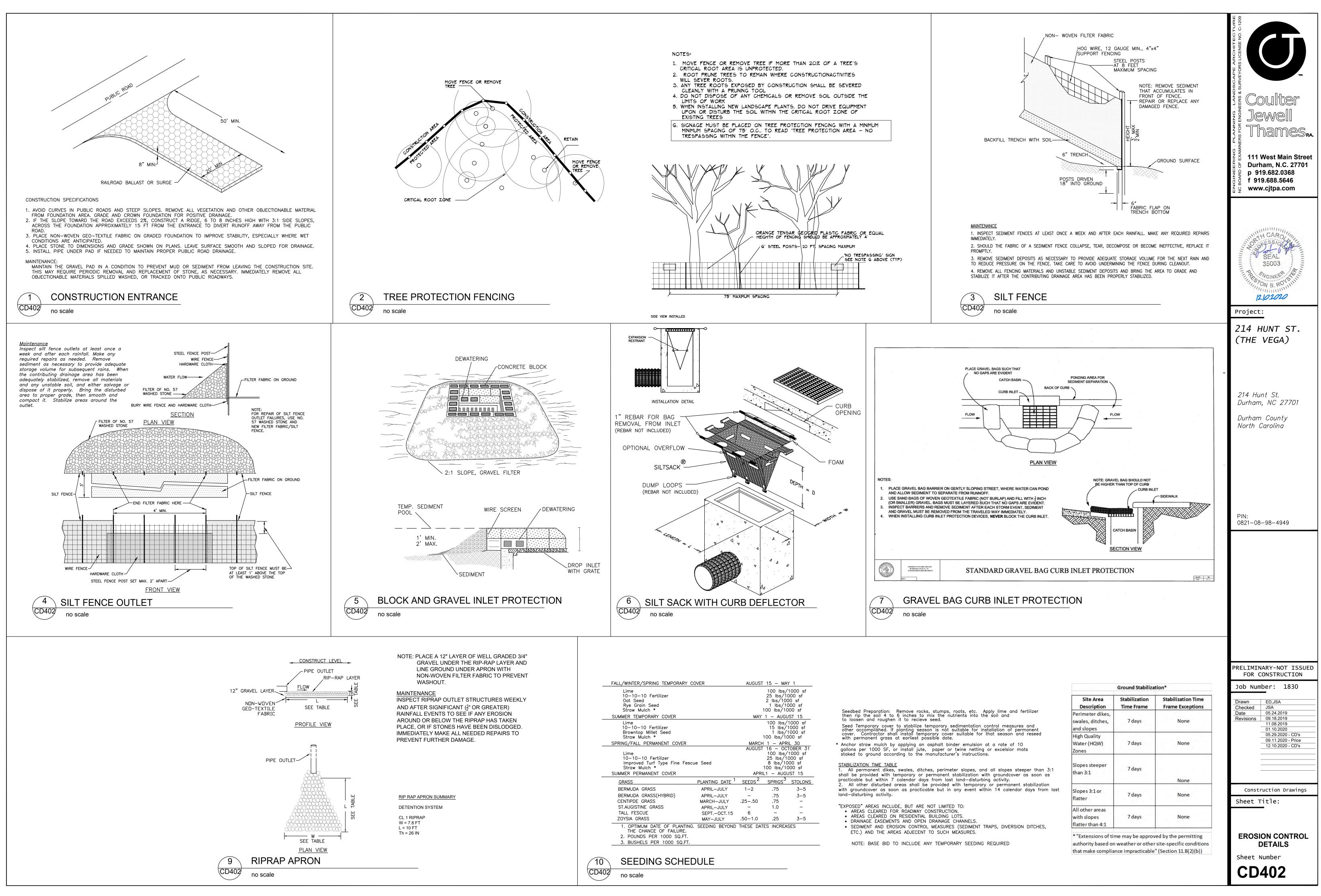
AREA OF DISTURBANCE = 1.04 AC

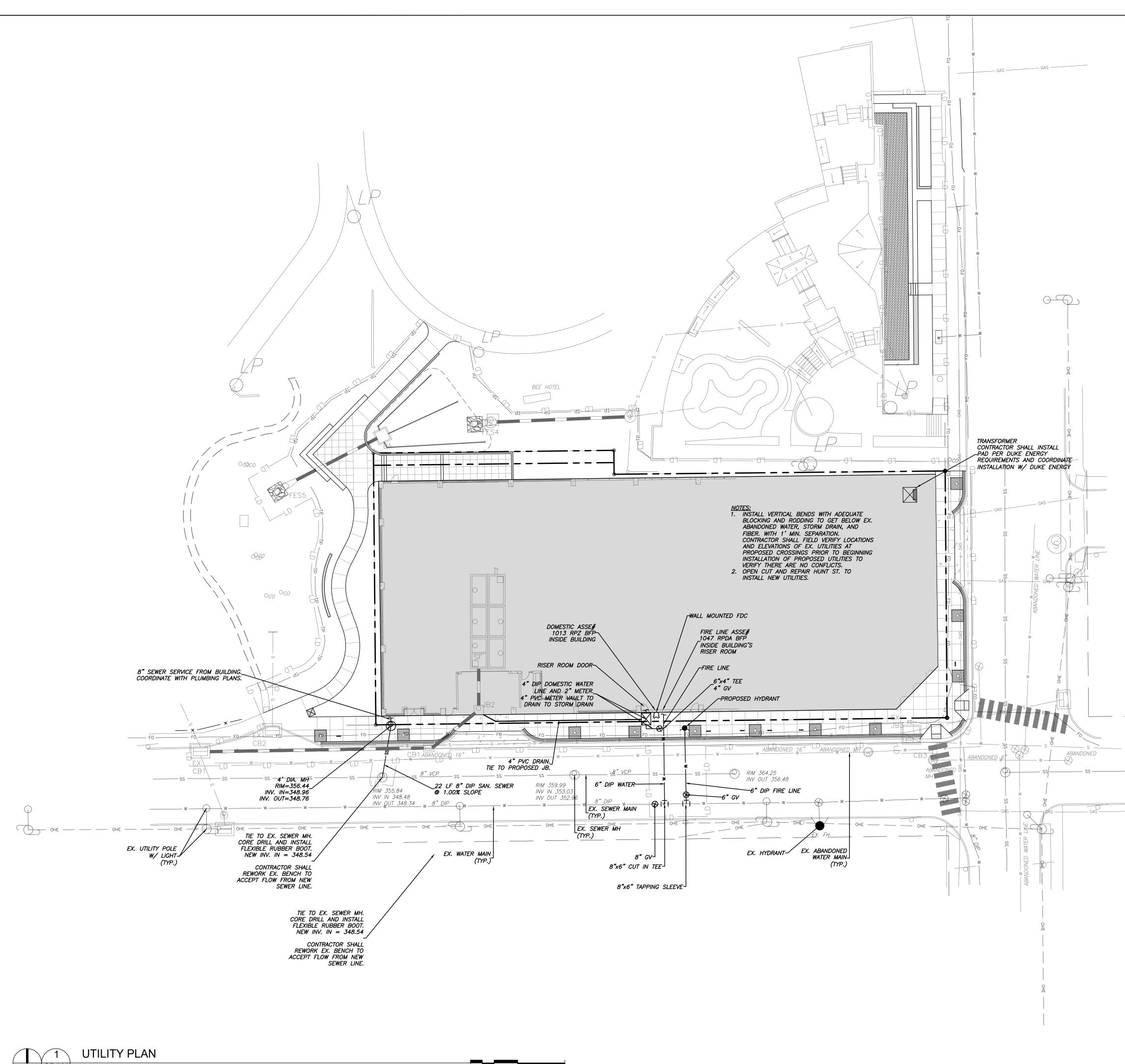
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# **DEMOLITION NOTES**

- 1. ENSURE ALL EROSION CONTROL MEASURES ARE IN PLACE AND IN WORKING ORDER PRIOR TO THE START OF ANY DEMOLITION AND CONSTRUCTION.
- 2. SEE SITE PLAN SHEET CD200 FOR LAYOUT DIMENSIONS OF EXTENT OF DEMOLISHED AREAS. PAVED AREAS NOT INDICATED TO BE DEMOLISHED, ARE TO REMAIN. ALL CONCRETE SAW CUTS ARE TO BE CLEAN, STRAIGHT AND NEAT.
- 3. UTILITIES: SEE UTILITY PLANS. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES FOR LOCATION, REMOVAL AND RELOCATION OF ANY UTILITIES. CONTRACTOR RESPONSIBLE FOR DETERMINING EXTENT AND LOCATION OF UTILITIES. THIS MAY INCLUDE CONTACTING "NO-CUTS" TO HELP LOCATE SOME UTILITIES.
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- 7. CONTRACTOR TO USE CAUTION WORKING AROUND AND NEAR EXISTING STORM, WATER AND SEWER. CONTRACTOR RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES.
- 8. ABANDONMENT OF WATER SERVICES SHALL INCLUDE EXCAVATING DOWN TO CORPORATION STOP, TURNING IT OFF AND CUTTING SERVICE LINE FREE FROM CORPORATION STOP. THE METER, IF PRESENT, SHALL BE RETURNED TO CITY OF DURHAM. PRIOR TO ANY CREDIT OR REFUND BEING PROCESSED THE METER MUST BE RETURNED TO WATER MANAGEMENT DEPARTMENT AND THE METER NUMBER VERIFIED AND CODED PROPERLY AS RETURNED. UTILITY SERVICE ABANDONMENTS WILL TAKE PLACE PRIOR TO BEGINNING UTILITY CONSTRUCTION WORK FOR A PROJECT. ANY EXCAVATION AS PART OF ABANDONING UTILITIES WILL REQUIRE BACKFILLING PER CITY OF DURHAM STANDARDS.
- 9. ABANDONMENT OF SANITARY SEWER SERVICE LINES SHALL CONSIST OF EXCAVATING DOWN TO THE SERVICE CONNECTION TO THE MAIN, CUTTING THIS CONNECTION AND INSTALLING A WATERTIGHT PLUG IN THE MAIN. THE SERVICE LINE AND ALL CLEAN-OUT RISERS ON THE SERVICE LINE SHALL BE REMOVED. UTILITY SERVICE ABANDONMENTS WILL TAKE PLACE PRIOR TO BEGINNING UTILITY CONSTRUCTION WORK FOR A PROJECT. ANY EXCAVATION AS PART OF ABANDONING UTILITIES WILL REQUIRE BACKFILLING PER CITY OF DURHAM STANDARDS.
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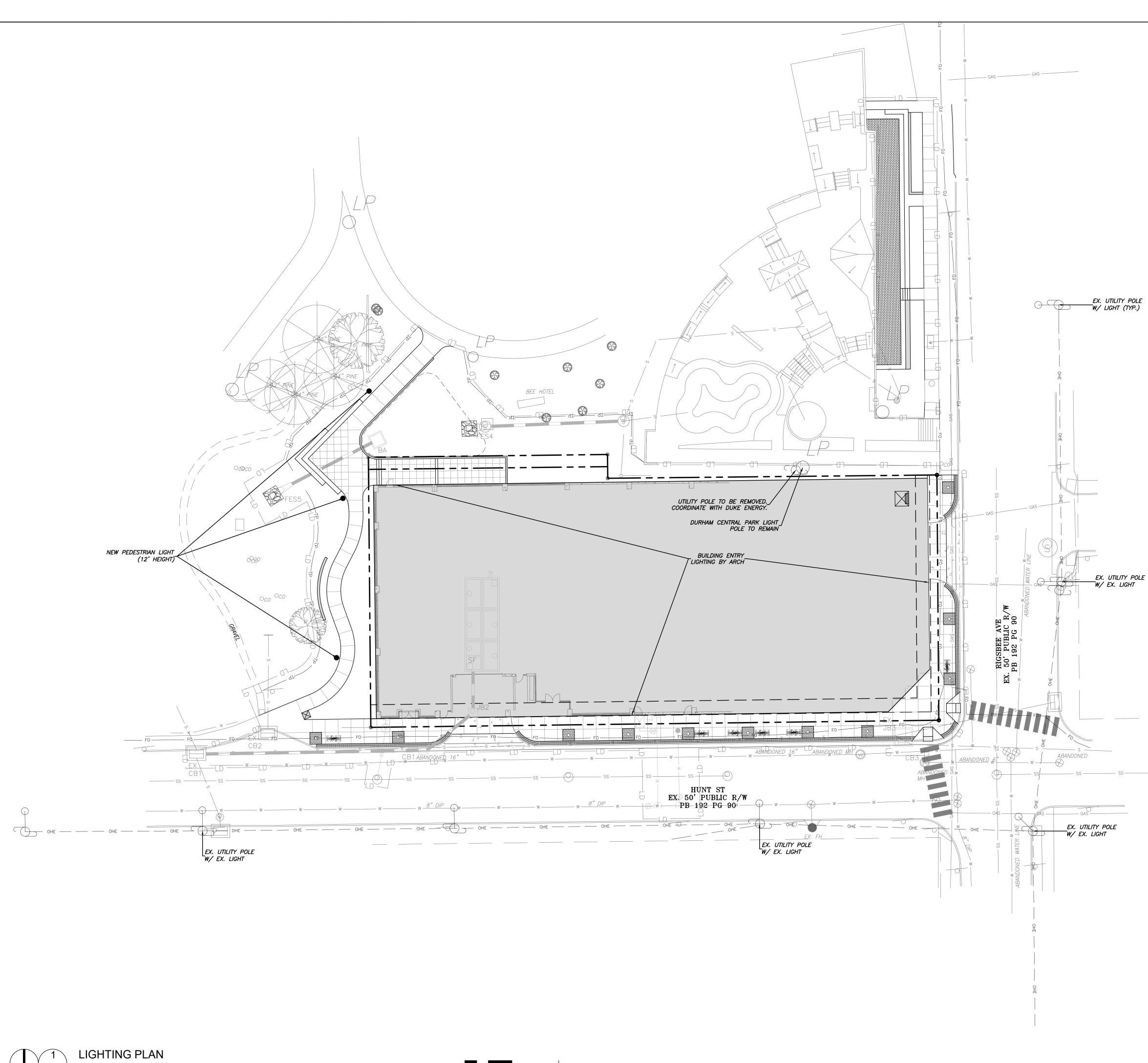


1" = 20'-0"

WATER, SANITARY SEWER & STORM SEWER SEPAR	RATION		TE NO.
1. HORIZONTAL AND VERTICAL SEPARATION			ICENSE
A. SANITARY SEWERS SHALL BE LAID AT LEAST EXISTING OR PROPOSED WATER MAIN. THE L	DISTANCE SHALL BE MEA	ASURED EDGE TO	DIRVEYORS LICENSE NO. C-1209
EDGE. IN CASES WHERE IT IS NOT PRACTIC THE CITY OF DURHAM MAY ALLOW DEVIATION SUPPORTED BY DATA FROM THE DESIGN EN	I ON A CASE-BY-CASE	BASIS, IF	SCAF
THE INSTALLATION OF THE SANITARY SEWER THAT THE WATER MAIN IS IN A SEPARATE TI	CLOSER TO A WATER N RENCH OR ON AN UNDI	IAIN, PROVIDED STURBED EARTH	
SHELF LOCATED ON ONE SIDE OF THE SAN THE BOTTOM OF THE WATER MAIN IS AT LE SEWER.			
B. IF IT IS IMPOSSIBLE TO OBTAIN PROPER HO DESCRIBED ABOVE OR ANYTIME THE SANITAR			Jewell
BOTH THE WATER MAIN AND SANITARY SEWE PIPE COMPLYING WITH THE PUBLIC WATER S PRESSURE TESTED TO 150–PSI TO ASSURE	SUPPLY DESIGN STANDAR	RDS AND BE	
C. A 24–INCH VERTICAL SEPARATION SHALL BE SANITARY SEWER LINES OR FERROUS PIPE SEPARATION SHALL BE PROVIDED BETWEEN	SPECIFIED. A 12–INCH	VERTICAL	🖞 🖔 Durham, N.C. 🖞
12—INCH VERTICAL SEPARATION IS NOT MAIN SEWER AND WATER MAINS (OR PRESSURE S CONSTRUCTED OF FERROUS PIPE AND A CO AROUND WATER MAINS AND STORM SEWER	ITAINED AT A CROSSING EEWERS). THE WATER MA INCRETE COLLAR SHALL	BETWEEN STORM NN SHALL BE BE POURED	ଅ ନୁ 919.682.036 ତ f 919.688.564 ଅ ମୁ ଅ ମୁ ଅ ମୁ ଅ ମୁ ଅ ମୁ ଅ ମୁ ଅ ମୁ ଅ ମୁ
2. CROSSINGS A. SANITARY SEWER CROSSING WATER MAINS S VERTICAL DISTANCE OF 18–INCHES BETWEEN THE OUTSIDE OF THE SANITARY SEWER. THE THE SANITARY SEWER JOINTS WILL BE EQUIL THE WATER MAIN JOINTS.	I THE OUTSIDE OF THE CROSSING SHALL BE A	WATER MAIN AND ARRANGED SO THAT	
THE WATER MAIN JOINTS. B. WHEN IT IS IMPOSSIBLE TO OBTAIN PROPER AS STIPULATED ABOVE, ONE OF THE FOLLO 1. THE SANITARY SEWER SHALL BE DESIGNED AI	WING METHODS MUST BL	E SPECIFIED.	TH CARO
SHALL BE PRESSURE TESTED AT 150–PSI TO BACKFILLING, OR	ASSURE WATER TIGHTN	IESS PRIOR TO	SEAL 35003
2. EITHER THE WATER MAIN OR THE SANITARY S WATERTIGHT CARRIER PIPE, WHICH EXTENDS CROSSING, MEASURED PERPENDICULAR TO TH BE OF MATERIALS APPROVED BY THE CITY ON CONSTRUCTION.	0-FEET ON BOTH SIDE. E WATER MAIN. THE CA	S OF THE RRIER PIPE SHALL	WGINEER
WATER: 1. MAINTAIN A MINIMUM COVER OF 36" AND MA			Project:
<i>GRADE OVER ALL PIPES UNLESS OTHERWISE DUE TO THE HEIGHTS OF VALVES, INCREASE VALVES OR VARIED AT POINTS OF TIE—IN TO</i>	THE COVER DEPTHS AD EXISTING LINES.		214 HUNT S
2. A WATER PERMIT IS REQUIRED FOR THIS PRO	DJECT.		(THE VEGA)
utility notes			
1. ALL WORK TO BE IN ACCORDANCE WITH TH. DISTRIBUTION AND WASTEWATER COLLECTION STANDARDS AND POLICIES. INSTALLATION, TE DEVICES SHALL BE IN ACCORDANCE WITH THE ORDINANCE AND MANUAL.	SYSTEMS OF THE CITY ( STING, AND CERTIFICAT	DF DURHAM TON OF BACKFLOW	214 Hunt St. Durham, NC 277
2. CONTRACTOR TO FIELD VERIFY ALL EXISTING TO MOBILIZATION. REPORT THE RESULTS TO			Durham County
<ol> <li>ALL UTILITY WORK SHALL CONFORM TO APP</li> <li>6" PVC SANITARY SEWER WILL BE INSTALLE.</li> </ol>			North Carolina
PVC SANITARY SEWER WILL BE INSTALLED AT 5. CLEANOUTS ON A 4" SANITARY SEWER LATE OF 50 FEET APART. CLEANOUTS ON A 6" S	RAL WILL BE INSTALLED	AT A MAXIMUM	
INSTALLED AT A MAXIMUM OF 75 FEET APAR 6. ALL CLEANOUTS LOCATED IN ASPHALT WILL	r.		
A H–20 LOADING. THESE CLEANOUTS ARE L CLEAN OUT ON THE PLANS.	DESIGNATED (TBCO) TRAI	FFIC BEARING	
8. ALL WATER AND SEWER LINES ARE TO BE I 9. ALL WATER LINES SHALL HAVE A MINIMUM (		WISE NOTED.	
10.PVC SANITARY SEWER SHALL HAVE A MINIMUI		N STREETS AND	PIN:
4 FEET IN OUTFALLS. 11.POWER, TELEPHONE, AND GAS SERVICES SHA SERVICE ROUTES TO BE COORDINATED WITH			0821-08-98-4949
DEVELOPER. 12.BACKFLOW PREVENTERS ARE REQUIRED ON T			
INSTALLER MUST OBTAIN A BACKFLOW PREVEN BACKFLOW PREVENTER INSTALLATIONS. CONTA OFFICE AT 919–560–4194 TO OBTAIN ADDITI REQUIREMENTS.	NTER PERMIT <u>PRIOR</u> TO CT THE CROSS-CONNEC	BEGINNING TION CONTROL	
13.DOMESTIC BACKFLOW (HIGH HAZARD) – INDIC DRAWINGS OF DOMESTIC BACKFLOW: REDUCEL ASSE #1013 INSTALLED ABOVE GROUND IN A INSIDE. WYE STRAINER AND MAIN SHUT–OFF OFF OF THE BACKFLOW ASSEMBLY.	) PRESSURE BACKFLOW N ASSE #1060 ENCLOS	ASSEMBLY (RPZ) TURE OR DIRECTLY	
14.ALL NEW FIRE HYDRANTS AND FIRE DEPARTM WITH 5 INCH DIAMETER STORZ CONNECTIONS. MUST BE ORIENTED 30 DEGREES TOWARDS G	FIRE DEPARTMENT CO		
15.0N THE CONSTRUCTION PLANS, PROVIDE A C AREA LAYOUT, INCLUDING PROPOSED FUEL TA PROPOSED FIRE APPURTENANCES AND BUILDI CONSTRUCTION. IN ADDITION, THE OWNER SI PREVENTION SUPERINTENDENT, RESPONSIBLE PREFIRE PLAN IN COORDINATION WITH THE FI	ANK LOCATIONS AND EX NG ACCESS POINTS DUF HALL DESIGNATE A PERS FOR DEVELOPING AND I	ISTING AND RING SON AS FIRE MPLEMENTING A	PRELIMINARY-NOT
FIRE PREVENTION CODE SECTION 1408. 16.FIRE LANES ARE TO BE MARKED IN ACCORDA FIRE PREVENTION AT (919) 560–4233 EXT 1			FOR CONSTRUCT
IT.PREVENTION AT (919) 560-4255 EXT T SIGNS. 17.PROVIDE FIRE PLANS EXAMINER ONE COPY C			Job Number: 18
UNDERGROUND PIPING LAYOUT AND ALL FIRE INSTALLATION OF PRIVATE FIRE HYDRANT(S) N EXAMINER PRIOR TO INSTALLATION OF SAID H	APPURTENANCES. PERM IUST BE ISSUES BY FIR	IIT FOR	Drawn         ED,JSA           Checked         JSA           Date         05.24.2019           Revisions         09.18.2019           11.08.2019         11.08.2019
fire notes			01.10.2020 05.29.2020 - 09.11.2020 - 12.10.2020 -
1. PROVIDE FIRE PLANS EXAMINER ONE COPY C UNDERGROUND PIPING LAYOUT AND ALL FIRE INSTALLATION OF PRIVATE FIRE HYDRANT(S) M EXAMINER PRIOR TO INSTALLATION OF SAID H	APPURTENANCES. PERM IUST BE ISSUES BY FIR	IIT FOR	
2. THE ESTABLISHMENT OF FIRE LANES, IN ACCO FIRE CODE, MAY BE REQUIRED WHERE IT BEO THE DEVELOPMENT THAT PARKING WITHIN THE THE PASSAGE OF FIRE EQUIPMENT.	COMES APPARENT AFTER	OCCUPANCY OF	Construction Dra Sheet Title:
	CITY OF DI PUBLIC WORKS APPRO	DEPARTMENT	UTILITY PL
	ENGINEERING	DATE	
9	STORM WATER	DATE	
	TRANSPORTATION	DATE	Sheet Number

\_ DATE\_\_

**CD500** 



# standard City of Durham lighting notes

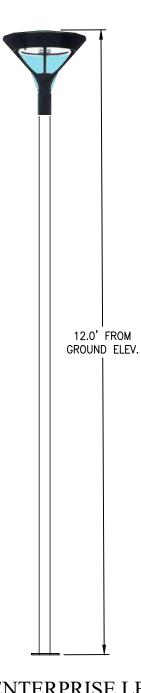
UDO SITE LIGHTING NOTE (UDO SEC. 7.4): MEASURES SHALL BE PROVIDED TO PREVENT LIGHT SPILLOVER ONTO ADJACENT PROPERTIES AND GLARE TOWARD MOTOR VEHICLE OPERATORS AND SHALL BE INDICATED ON THE PLAN. EXTERIOR LIGHTS SHALL BE SHIELDED SO THAT THEY DO NOT CAST DIRECT LIGHT BEYOND THE PROPERTY LINE. IN ACCORDANCE WITH THESE STANDARDS:

- A. THE MAXIMUM ILLUMINATION AT THE EDGE OF THE PROPERTY LINE ADJACENT TO RESIDENTIAL ZONING IS 0.5 FOOT CANDLES.
- B. THE MAXIMUM ILLUMINATION AT THE EDGE OF THE PROPERTY LINE ADJACENT TO NONRESIDENTIAL ZONING IS 5.0 FOOT CANDLES.
- C. THE MAXIMUM ILLUMINATION AT THE EDGE OF THE PROPERTY LINE ADJACENT TO A STREET IS 5.0 FOOT CANDLES.
- D. THE LEVEL OF ILLUMINATION AS MEASURED IN FOOT CANDLES AT ANY ONE POINT SHALL MEET THE STANDARDS IN THE TABLE IN UDO SECTION 7.4 WITH MINIMUM AND MAXIMUM LEVELS MEASURED ON THE PAVEMENT WITHIN THE LIGHTED AREA.
- E. THE MAXIMUM HEIGHT FOR DIRECTIONAL OR FULL CUT-OFF LIGHTING FIXTURES (FIXTURES DESIGNED TO INSURE THAT NO LIGHT IS EMITTED ABOVE A HORIZONTAL LINE PARALLEL TO THE GROUND) SHALL BE 30 FEET ABOVE GRADE, MEASURED TO THE TOP OF THE FIXTURE.
- F. THE MAXIMUM HEIGHT FOR NON-DIRECTIONAL LIGHTING FIXTURES, WHICH ARE DEFINED AS FIXTURES DESIGNED TO ALLOW LIGHT TO BE EMITTED ABOVE A HORIZONTAL LINE PARALLEL TO THE GROUND, SHALL BE 15 FEET ABOVE GRADE, MEASURED TO THE TOP OF THE FIXTURE.
- G. THESE STANDARDS MUST BE VERIFIED BY FIELD SURVEY (BY USE OF PHOTOMETRIC SURVEY) PRIOR TO THE CERTIFICATE OF COMPLIANCE BEING ISSUED ALL OF THIS INFORMATION, INCLUDING DETAILS, WILL BE REQUIRED ON BUILDING PLANS PRIOR TO ISSUANCE OF BUILDING PERMIT

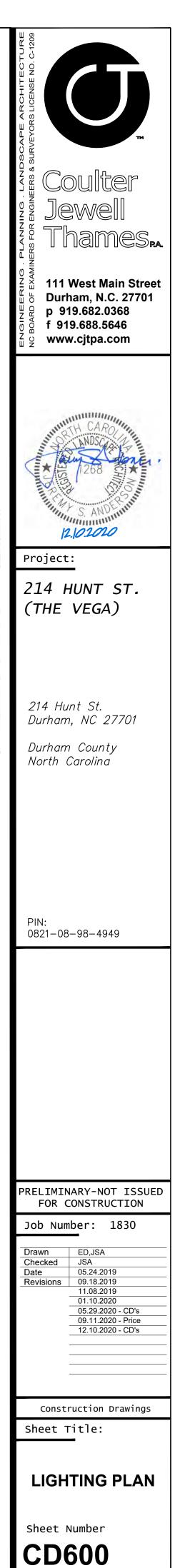
ALL SITE LIGHTING SHALL BE DESIGNED SO THAT THE LEVEL OF ILLUMINATION AS MEASURED IN FOOT-CANDLES (FC) AT ANY ONE POINT MEETS THE STANDARDS IN THE TABLE BELOW WITH MINIMUM AND MAXIMUM LEVELS MEASURED ON THE PAVEMENT WITHIN THE LIGHTED AREA.

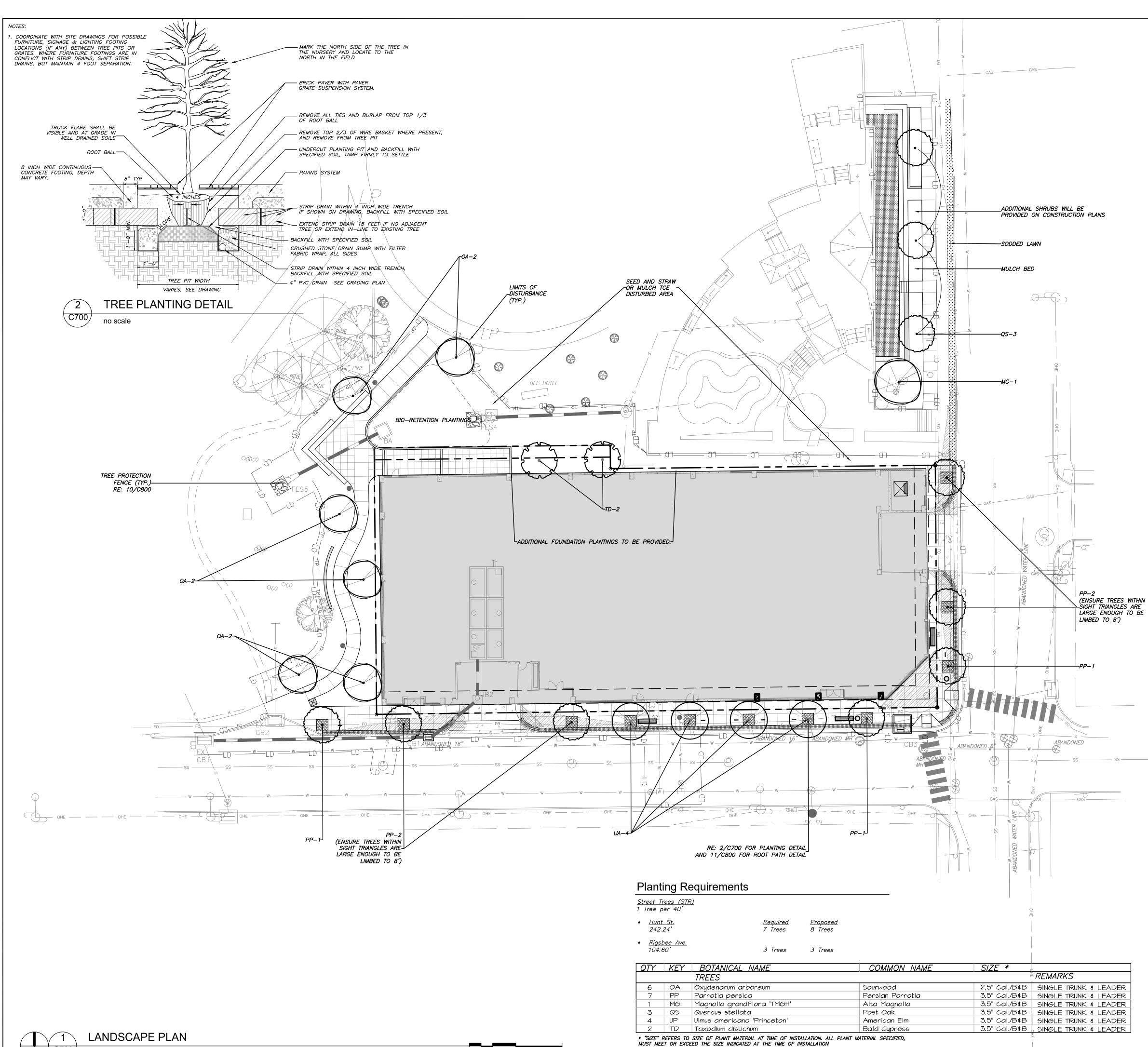
	LIGHT LEVEL (in foot-candles)			
Type of Lighting	Minimum at Any Point	Maximum at Any Point		
Architectural Lighting, Landscape or Decorative Lighting, Walkways except for those listed below	0.0	5.0		
Canopy Area Lighting	2.0	24.0		
Padesman Passages and Malls (Anticle 16)	1.0	15.0		
Multitamity Parking Lut	0.5	8.0		
Nonresidential and Moltifamily Entrances	1.0	15.0		
Nonresidential Parking Lot	0.5	10.0		
On-site walkways between transformed entrances, between parking and a building entrance, or serving to meet sidewalk requirements per Sec. 124, Pedestrian and Bicycle Mobility.	0.2	5.0		
Storage Area (security lighting)	0.5	10.0		
Vehicle Sales and Display	0.5	24.0		

PRIOR TO CONSTRUCTION OF ANY STREET LIGHT UTILITIES WITHIN THE PUBLIC RIGHT-OF-WAY, SUBMIT A COPY OF THE EXECUTED DUKE ENERGY STREET LIGHT SERVICE AGREEMENT TO TERRY THOMPSON, CITY OF DURHAM DEPARTMENT OF TRANSPORTATION. THE TERMS OF THE SERVICE AGREEMENT WILL BE IN ACCORDANCE WITH DEPARTMENTAL STANDARDS.



ENTERPRISE LED 12' HEIGHT





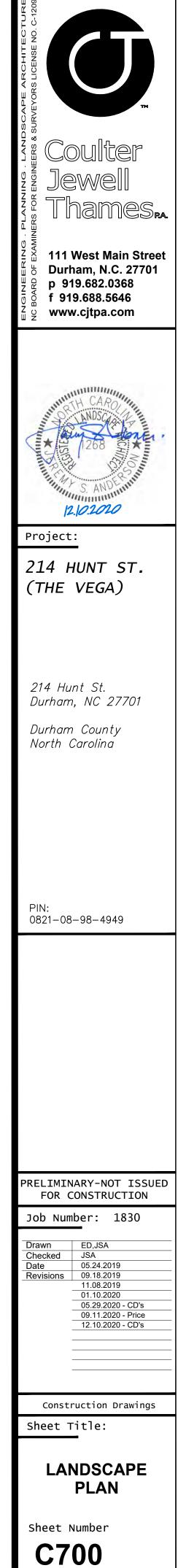
LANDSCAPE PLAN

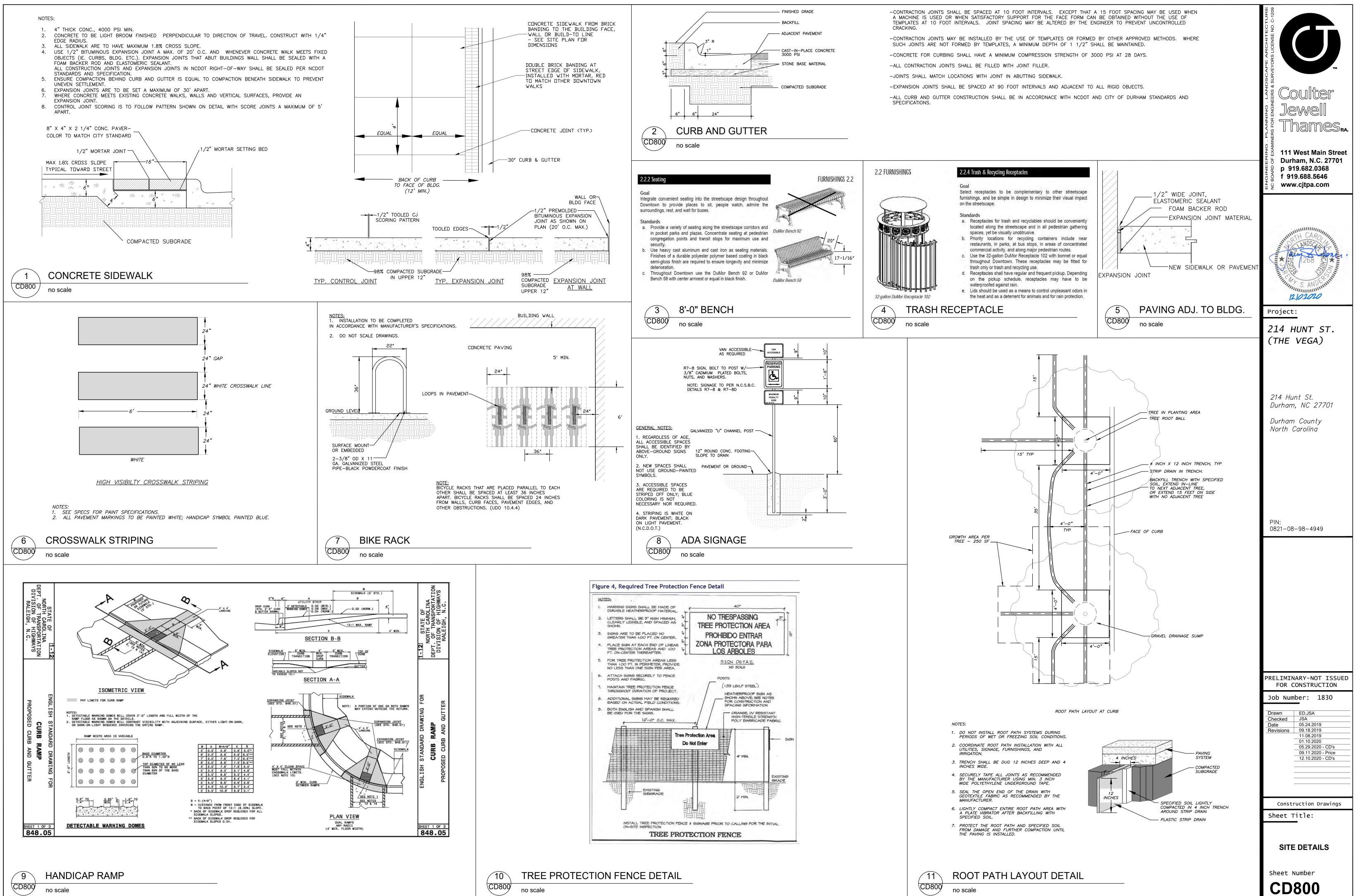
C700 1" = 20'-0"

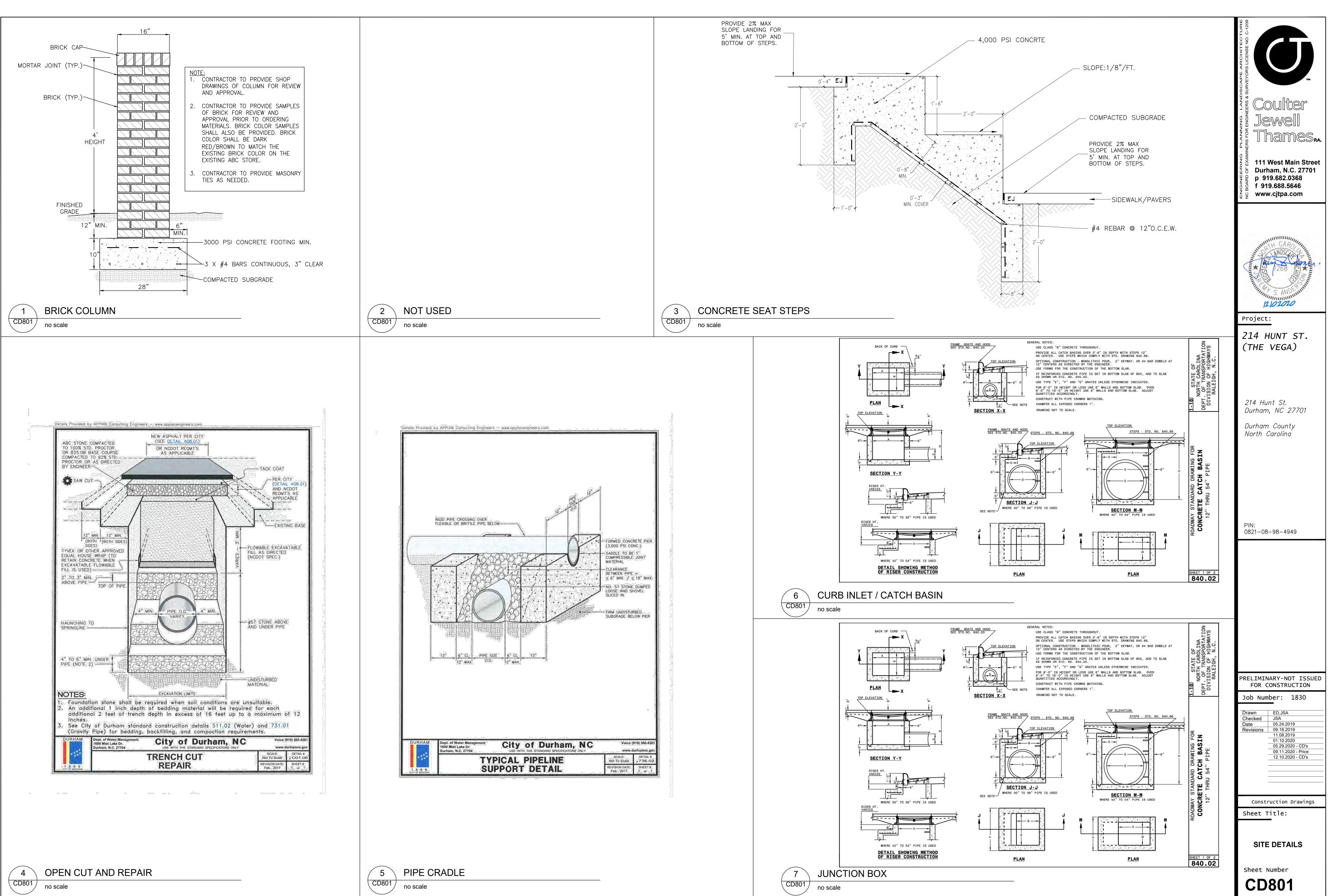
\*\* Note limbing criteria. Ensure tree is tall enough to account for this.

## landscape notes

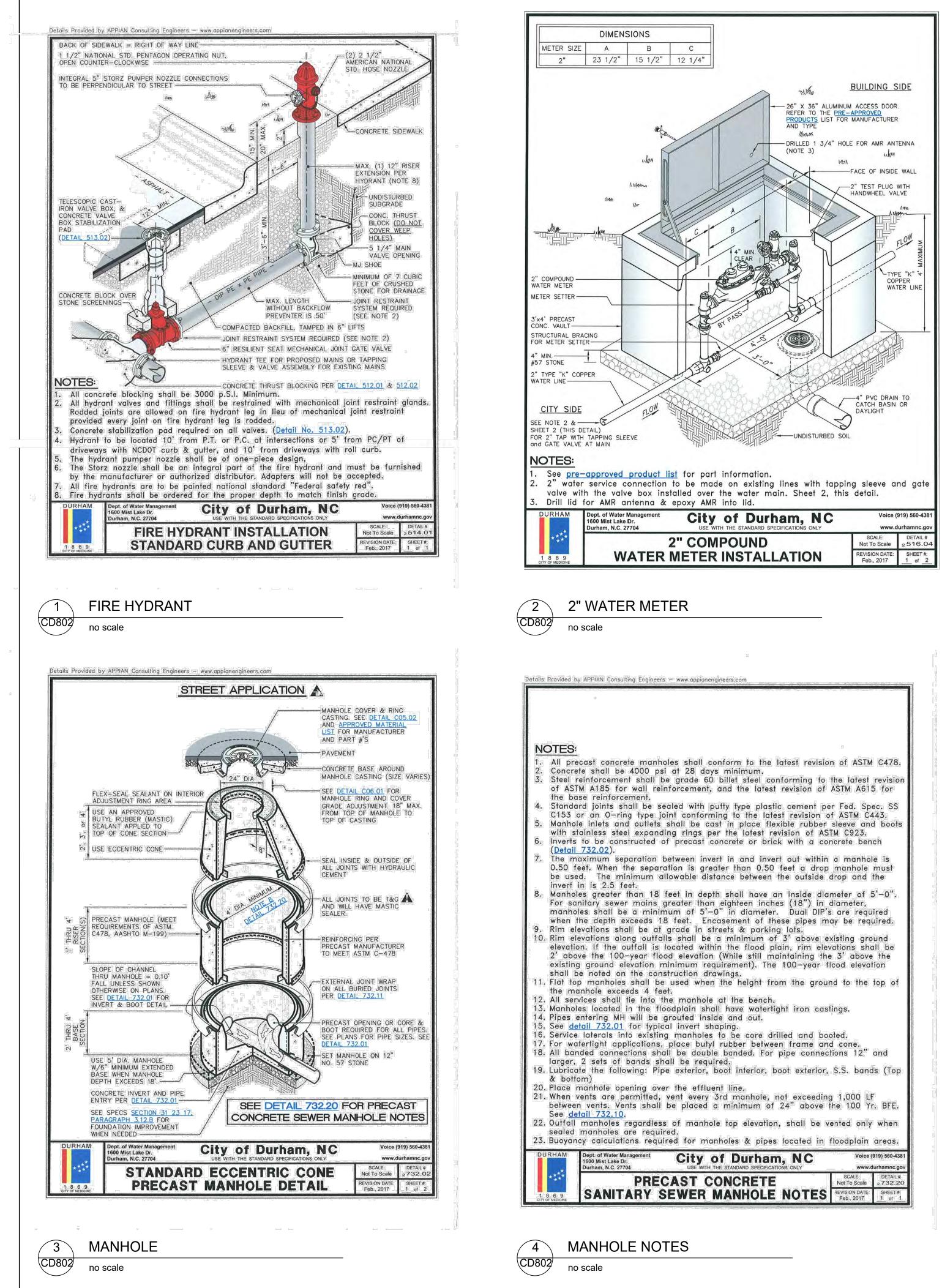
- 1. LANDSCAPING MUST BE IN PLACE PRIOR TO REQUEST FOR A CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLIANCE.
- 2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, DEPTHS, QUANTITIES, DISTANCES, ANGLES AND SLOPES PRIOR TO ORDERING MATERIALS OR INSTALLING PROJECT.
- 3. IN AREAS OF GROUND COVER, MAINTAIN A 12" MINIMUM DISTANCE BETWEEN PLANTS AND HARD IMPROVEMENTS.
- 4. BED LINES SHALL CONFORM TO CONFIGURATION SHOWN ON THE PLANS. BED LINES SHALL MEET CURBS, WALKS, BUILDINGS, ETC. AT RIGHT ANGLES UNLESS SHOWN OTHERWISE.
- 5. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ACTUAL CONDITIONS AND VERIFY EXISTING CONDITIONS IN THE FIELD. CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO LANDSCAPE ARCHITECT.
- 6. CONTRACTOR SHALL ACCEPT ACTUAL CONDITIONS AT SITE AND PERFORM THE WORK SPECIFIED INCLUDING FINE GRADING AND INCORPORATION OF TOP SOIL INTO PLANTING AREAS, WITHOUT ADDITIONAL COMPENSATION FOR POSSIBLE VARIATION FROM GRADES AND CONDITIONS SHOWN, WHETHER SURFACE OR SUBSURFACE, EXCEPT AS PROVIDED FOR IN CONTRACT DOCUMENTS.
- 7. IN LAWN AREAS, 2" TOPSOIL SHALL BE TILLED INTO THE TOP 5" OF GROUND PRIOR TO SEEDING.
- 8. CONTRACTOR WILL OBTAIN WRITTEN APPROVAL FROM LANDSCAPE ARCHITECT FOR ANY PLANT SUBSTITUTIONS OF SPECIES, SIZE, OR TYPE OF CONTAINER.
- 9. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF THESE UTILITIES DURING INSTALLATION, AND SHALL PROMPTLY REPAIR AND RESTORE SERVICES AT NO ADDITIONAL COST TO THE OWNER IF DAMAGE OCCURS DURING INSTALLATION. CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH THE FULL SET OF CONSTRUCTION DRAWINGS AND SPECIFICATIONS FOR COORDINATION WITH UTILITIES, ARCHITECTURAL FEATURES, ETC.
- 10. CONTRACTOR WILL LEAVE DISTURBED AREAS LEVEL AND RAKED SMOOTH, REMOVING ALL ROCKS AND DEBRIS.
- 11. MULCH IS TO BE A 3" LAYER OF TRIPLE SHREDDED HARDWOOD MULCH. MULCH IS TO BE KEPT AWAY FROM TREE TRUNKS.
- 12. ANY DAMAGE TO EXISTING CONDITIONS OUTSIDE THE CONTRACT LIMITS, INCLUDING CURBS, SIDEWALKS, TURF AREAS AND PAVING, SHALL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR WITHOUT EXTRA COST TO THE OWNER.
- 13. IN CASE OF DISCREPANCY BETWEEN THE QUANTITY OF PLANTS ON THE PLANS COMPARED TO THE PLANT LIST, THE CONTRACTOR SHALL SUPPLY QUANTITIES AS SHOWN ON THE PLANS.
- 14. ALL UNPAVED SURFACES ARE TO BE COVERED IN PLANTS, MULCH, OR GRASS.
- 15. PINE STRAW SHALL NOT BE USED AS MULCH OR GROUNDCOVER WITHIN TEN FEET OF ANY STRUCTURES CONSISTING OF EXTERIOR COMBUSTIBLE CONSTRUCTION AS SPECIFIED BY DURHAM CITY CODE SECTION 46-87.
- 16. FOR STREET TREES WITHIN SIGHT DISTANCE TRIANGLES, TREES WILL BE LIMBED TO EIGHT FEET HIGH, AS MEASURED FROM THE GRADE OF THE STREET OR DRIVE, PER UDO PARAGRAPH 12.3.1D.3.



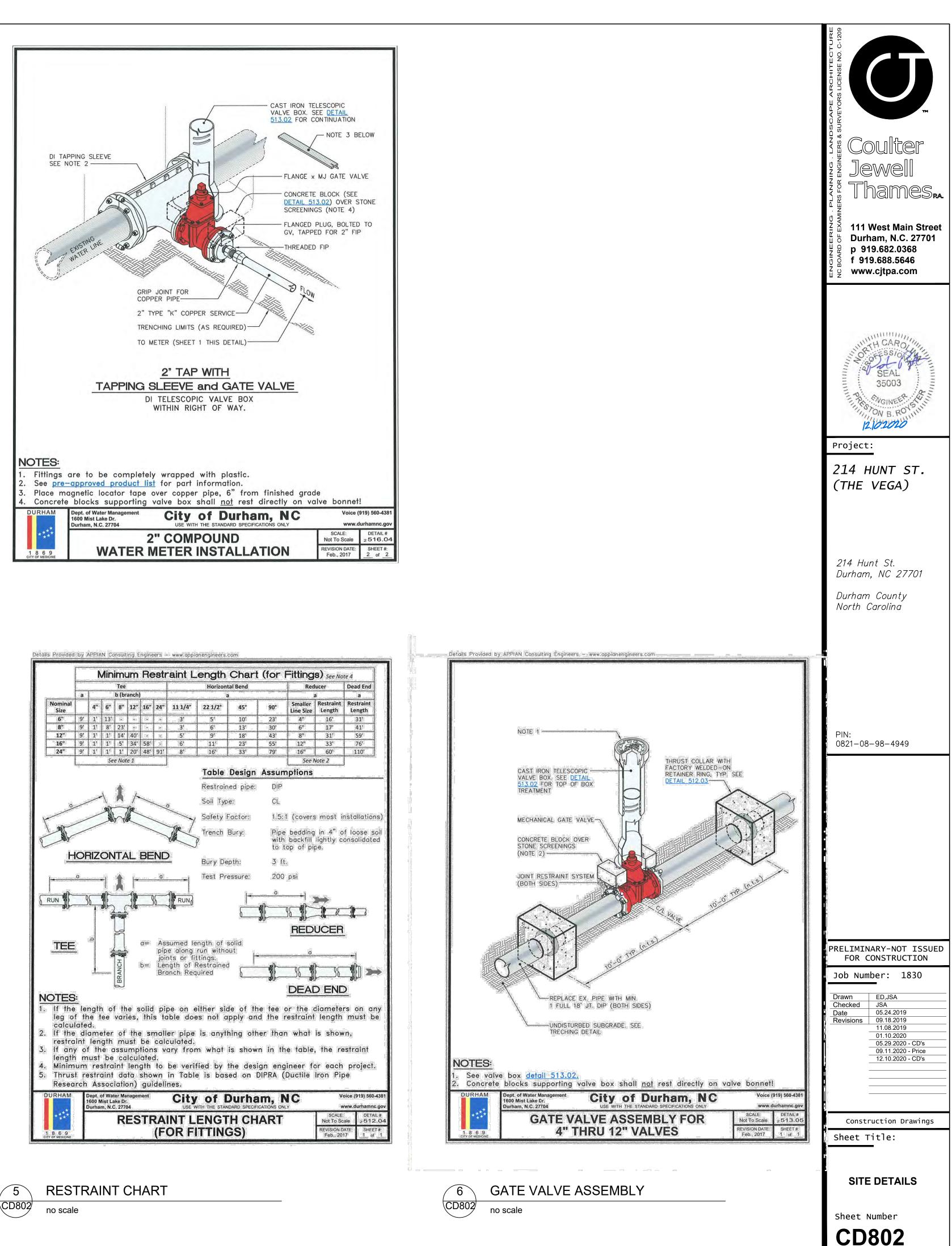




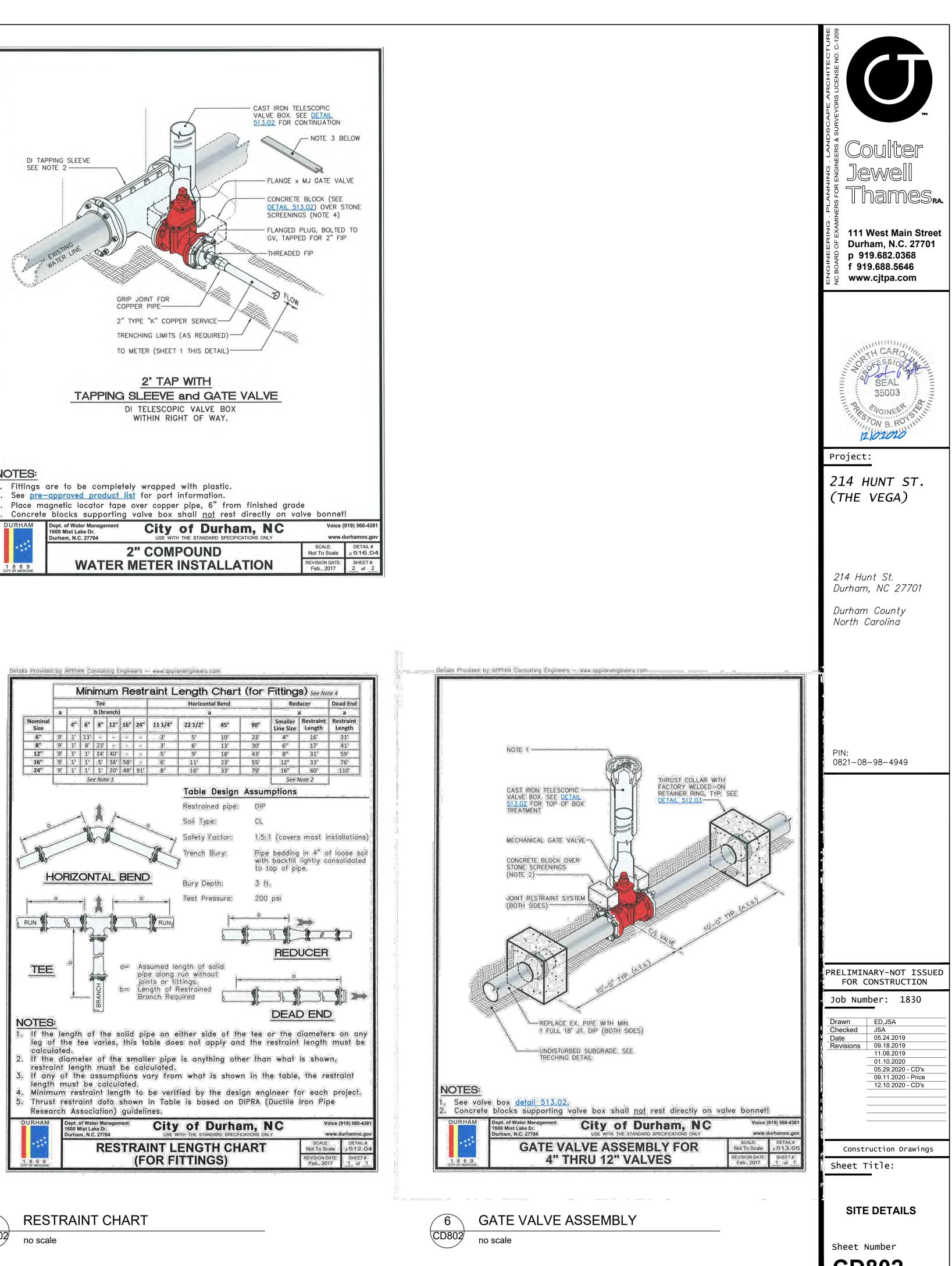




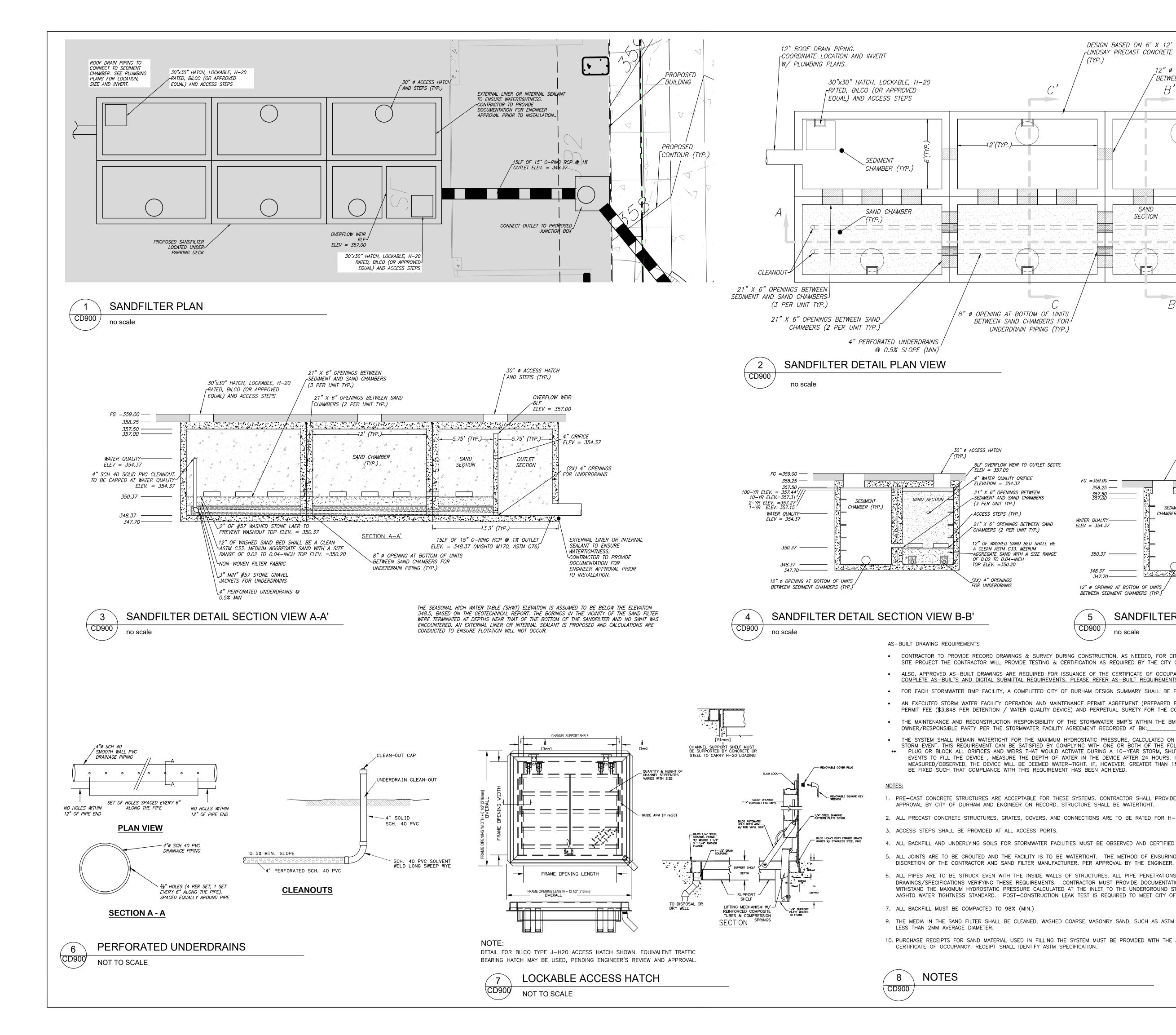
		919) 560-4381 Iurhamnc.gov
2" COMPOUND	SCALE: Not To Scale	DETAIL # 2516.04
METER INSTALLATION	REVISION DATE: Feb., 2017	SHEET #: 1 of 2

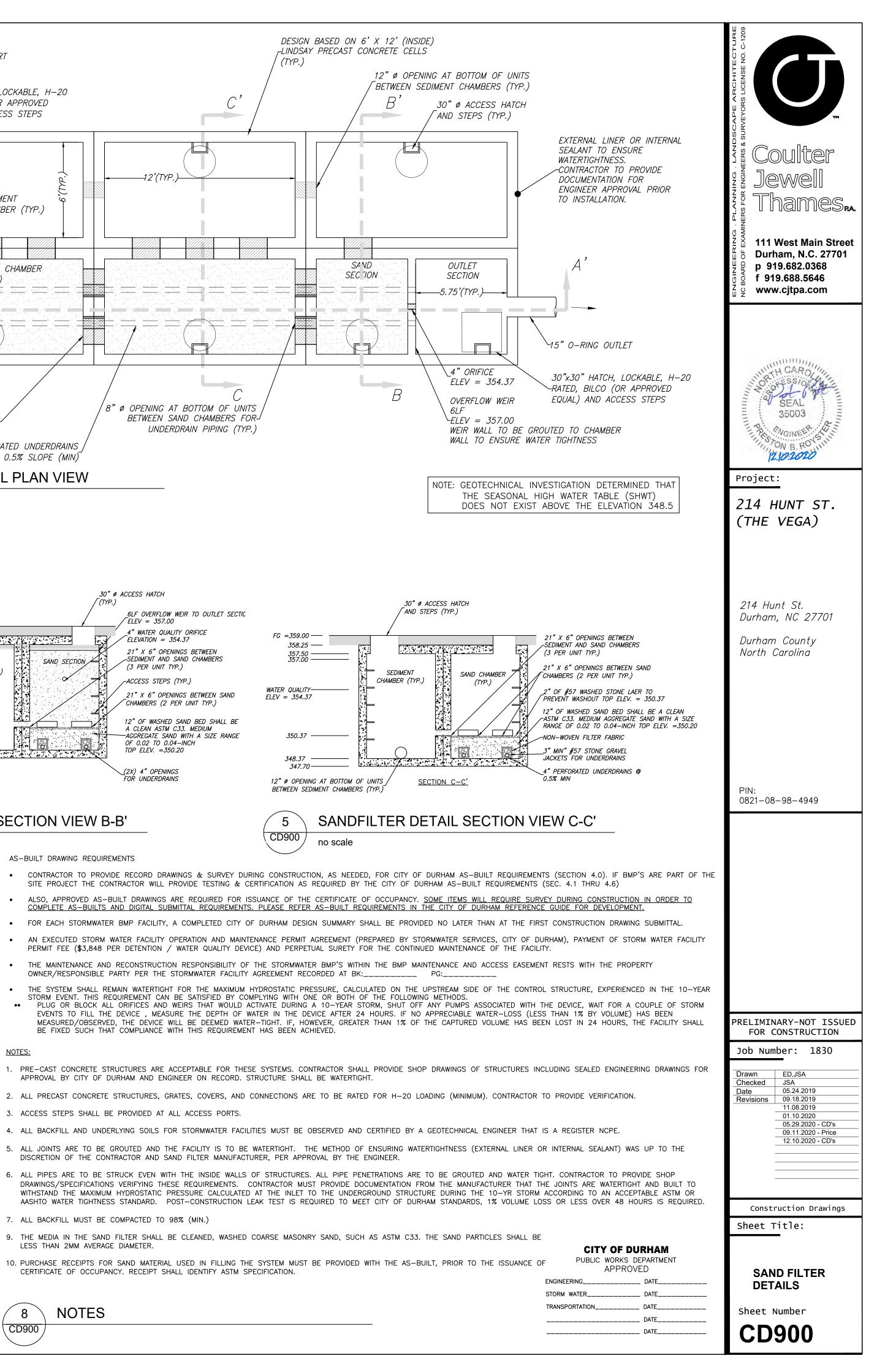


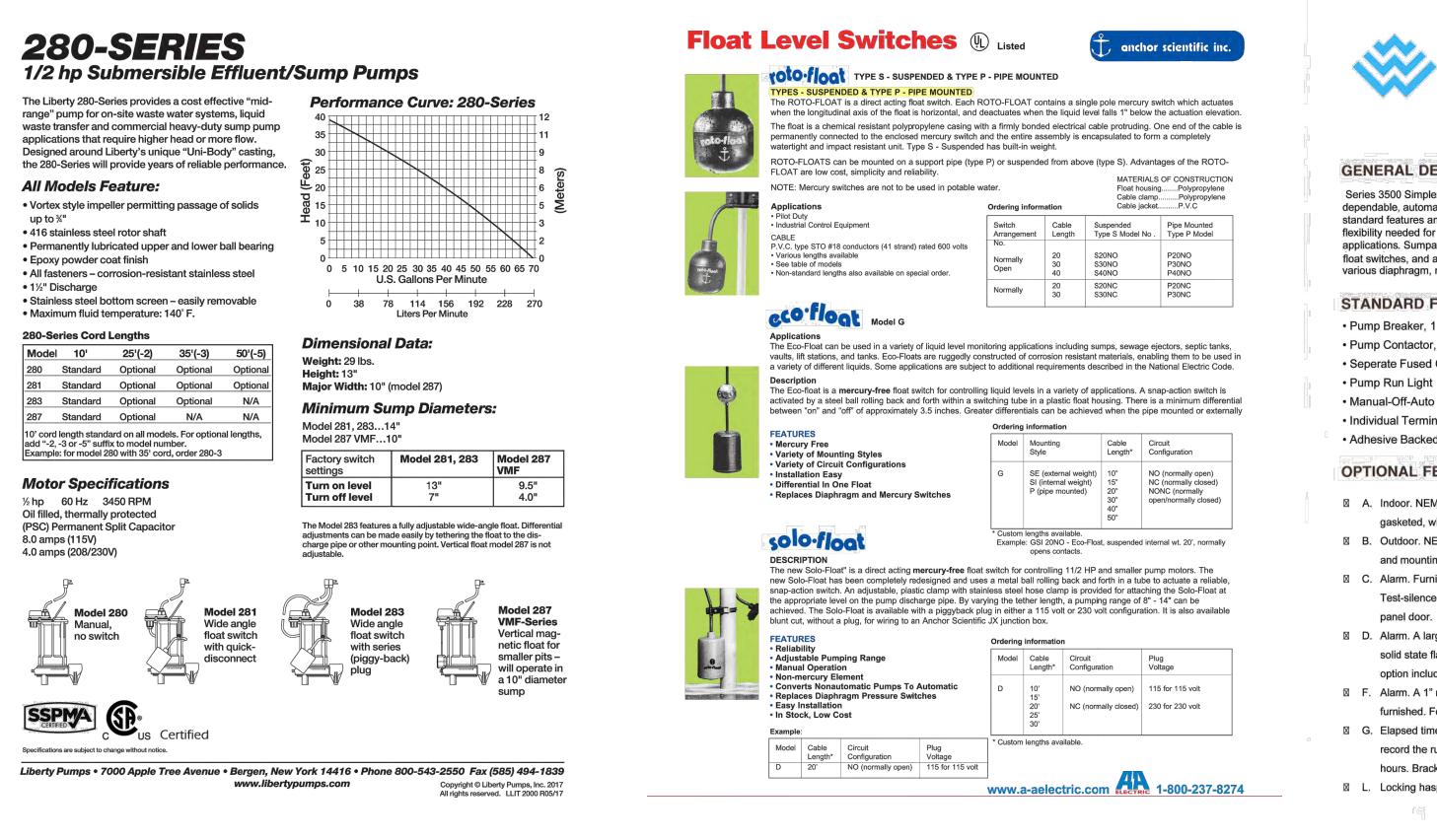
4. Concrete	e blocks supporting	valve box	shall <u>n</u>	<u>iot</u> rest	directly	on valv	e bonnet	1
DURHAM	Dept. of Water Management 1600 Mist Lake Dr. Durham, N.C. 27704				CATIONS ONLY	С		(919) 560-43 durhamnc.ge
****		2" COM	POUN	ND	0.000		SCALE: Not To Scale	DETAIL # 2516.0
1 8 6 9 CITY OF MEDICINE	WATER	METER	INST	ALLA	TION		REVISION DATE: Feb., 2017	SHEET #: 2 of 2

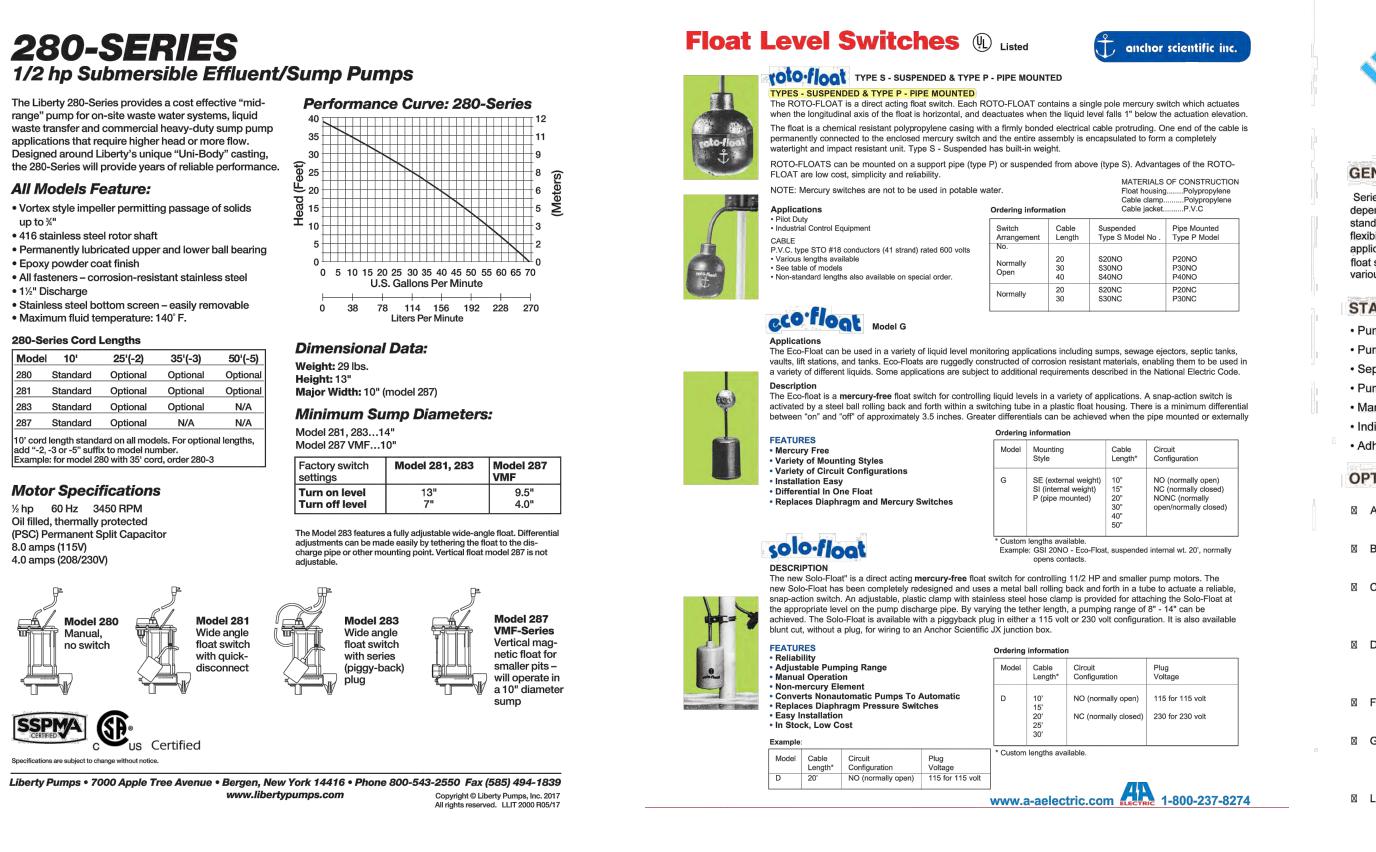


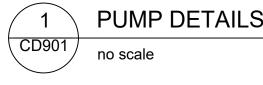


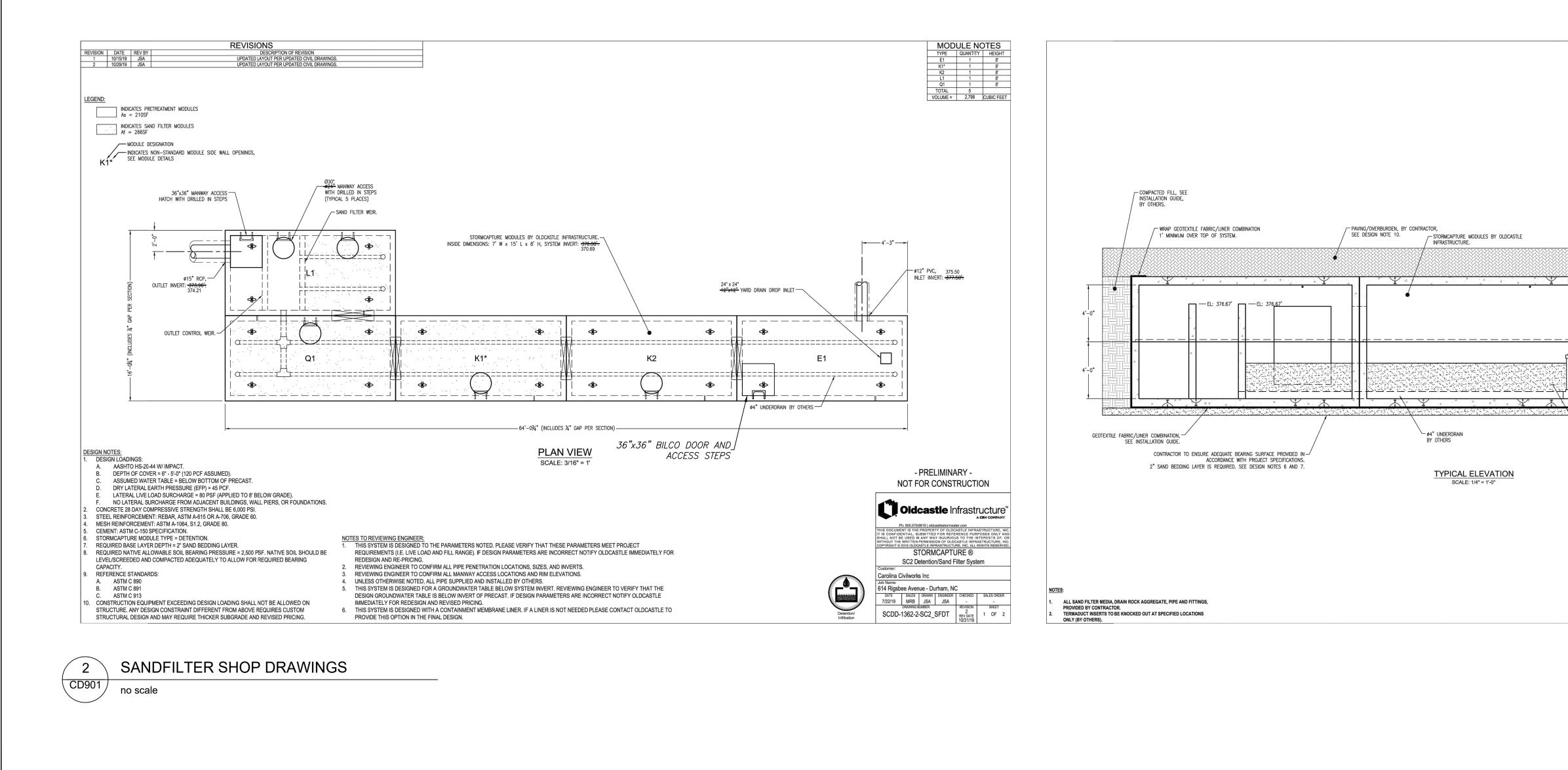














## **GENERAL DESCRIPTION**

Series 3500 Simplex controllers offer dependable, automatic operation of a single phase pump. The standard features and optional functions provide the user with the flexibility needed for servicing a variety of sump, ejector or tank applications. Sumpak Simplex controls can be used with any of the float switches, and are also compatible with various diaphragm, reed, or flow switches.

## STANDARD FEATURES

• Pump Breaker, 1 pole for 115V; 2 pole for 230V • Pump Contactor, 1HP at 115V; 2HP at 230V Seperate Fused Control Circuit

Manual-Off-Auto Switch

 Individual Terminals for Field Wiring Adhesive Backed Circuit Wiring Diaphragm

## **OPTIONAL FEATURES**

A. Indoor. NEMA 12 enclosure with gray, baked enamel paint, gasketed, with mounting ears. Dimensions: 10x8x6 B. Outdoor. NEMA IV, gray, fiberglass enclosure, with gasket

and mounting ears. Dimensions 10x8x51/8 C. Alarm. Furnished with a 1", red indicating light, 4" horn, and Test-silence switch. These components are mounted on the panel door.

D. Alarm. A large, 100 watt, vaportight, red light assembly with solid state flasher is mounted on the top of the panel. The option includes a die cast aluminum housing and guard. F. Alarm. A 1" red light, buzzer, and Test-silence switch are furnished. For indoor use, (Use with Option A, only).

G. Elapsed time meters. Individual meters are non-resettable and record the run time for each pump motor out to 99,999,9 hours. Bracket mounts

☑ L. Locking hasp. Stainless Steel.



SUMPAK

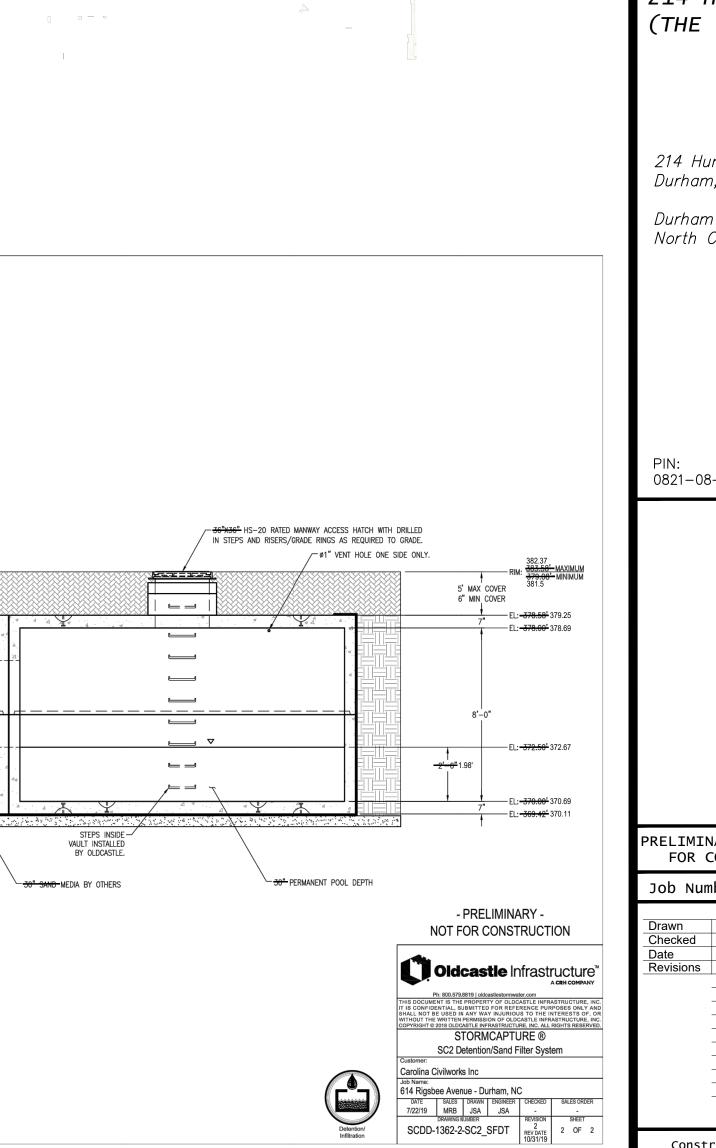
Simplex Controls

Series 3500

Form 3500-A

With Breakers

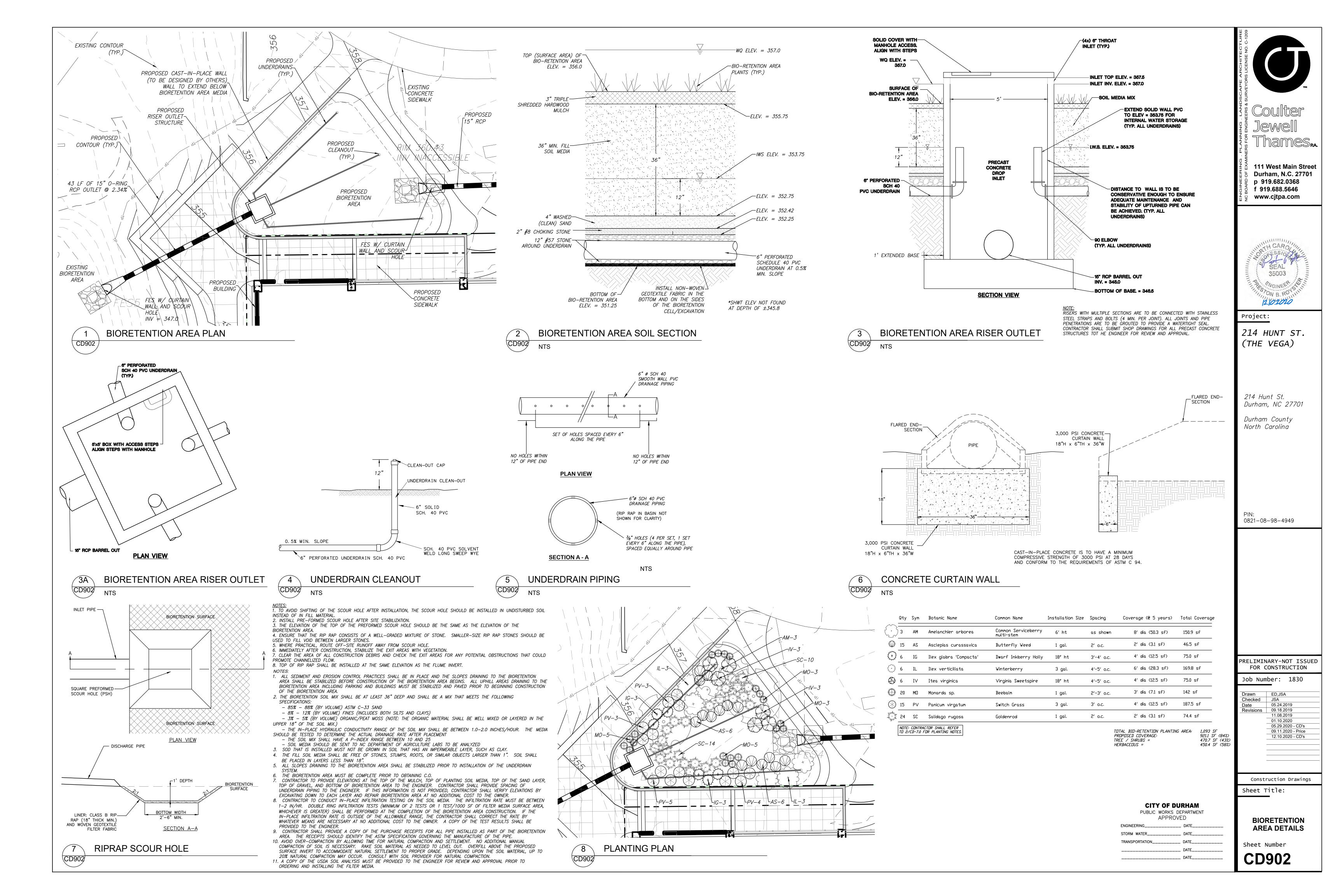


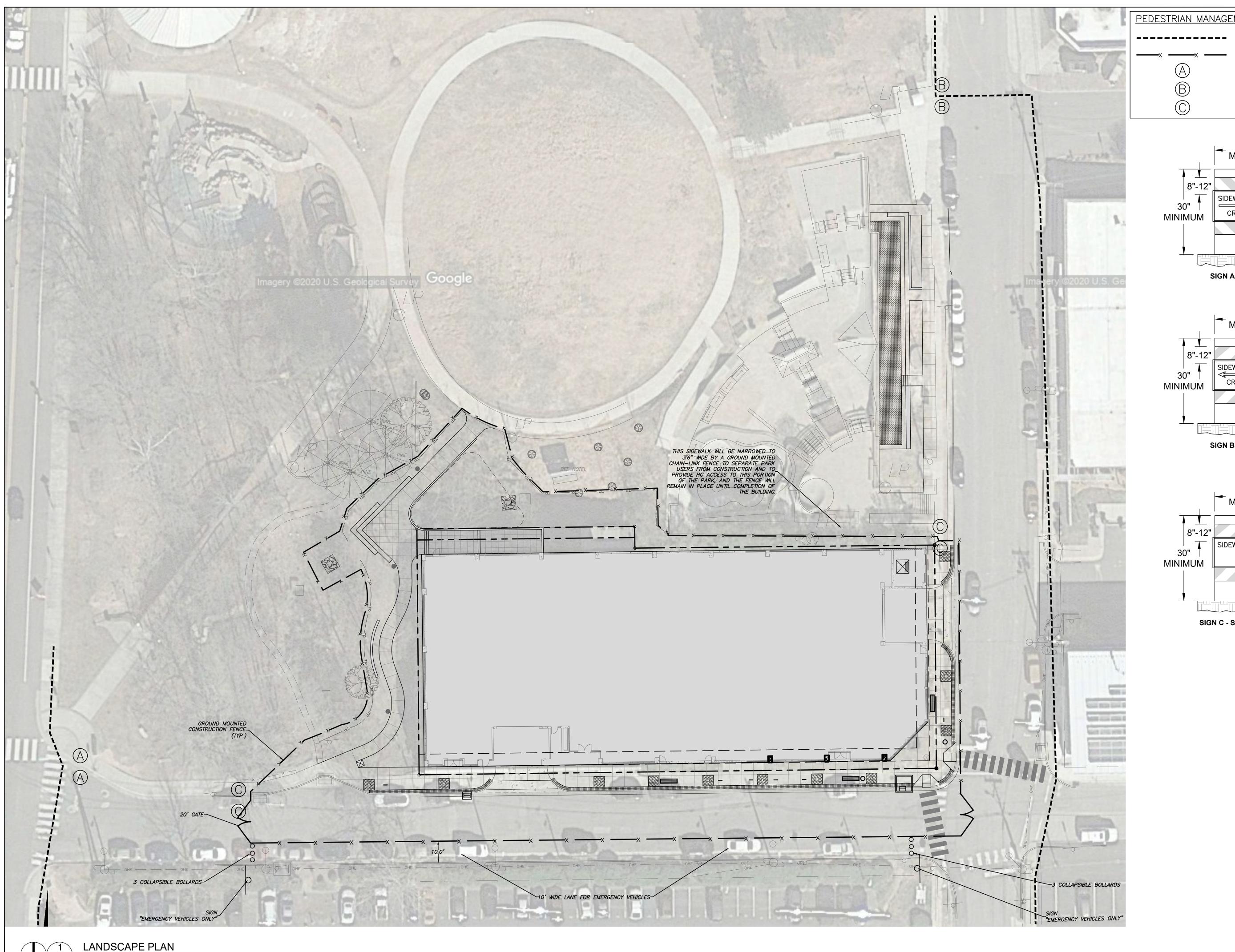


## CITY OF DURHAM PUBLIC WORKS DEPARTMENT

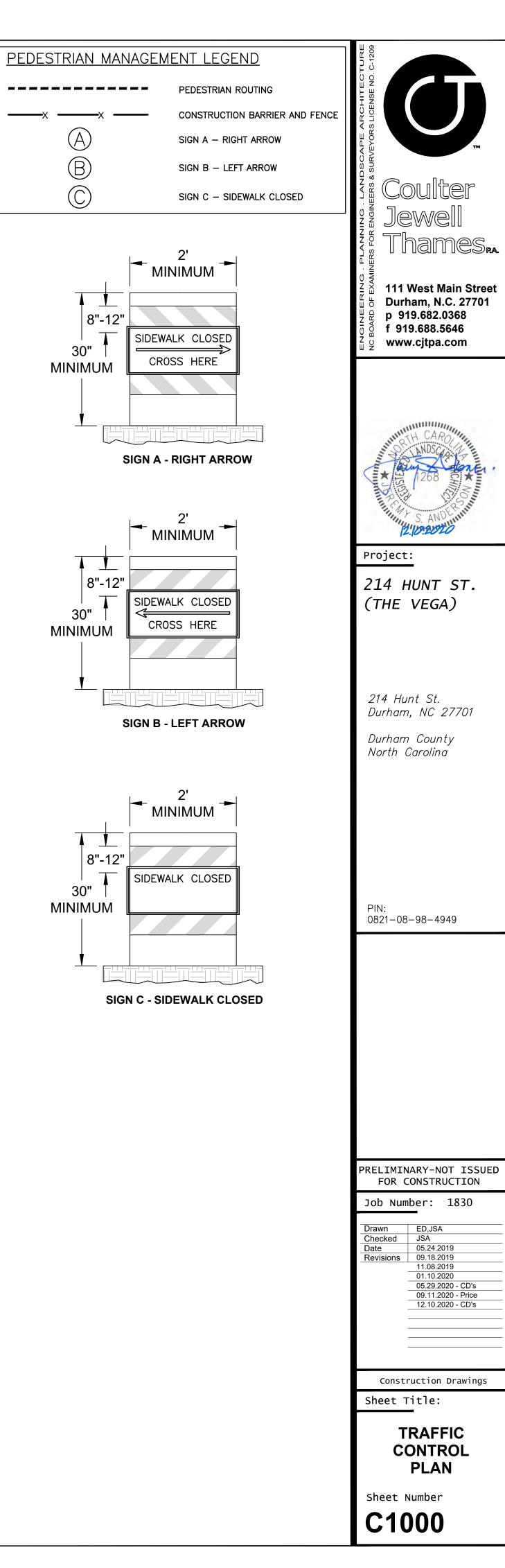
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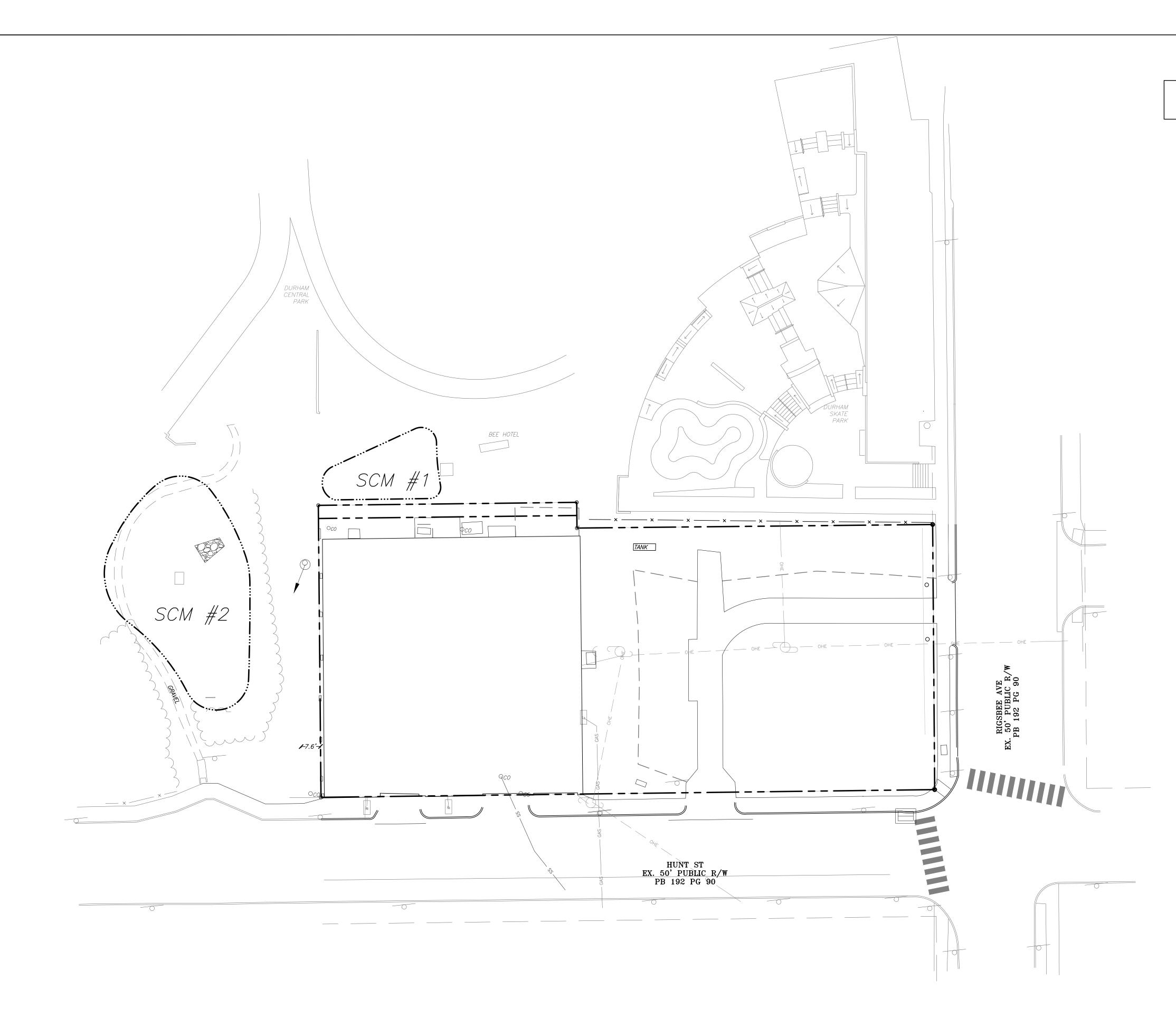
Jewel hames<sub>fa</sub> 111 West Main Street Durham, N.C. 27701 p 919.682.0368 f 919.688.5646 www.cjtpa.com 35003 12.10.2020 Project: 214 HUNT ST. (THE VEGA) 214 Hunt St. Durham, NC 27701 Durham County North Carolina 0821-08-98-4949 PRELIMINARY-NOT ISSUED FOR CONSTRUCTION Job Number: 1830 ED,JSA JSA 05.24.2019 Revisions 09.18.2019 11.08.2019 01.10.2020 05.29.2020 - CD's 09.11.2020 - Price 12.10.2020 - CD's Construction Drawings Sheet Title: SITE DETAILS Sheet Number **CD901** 

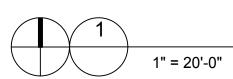




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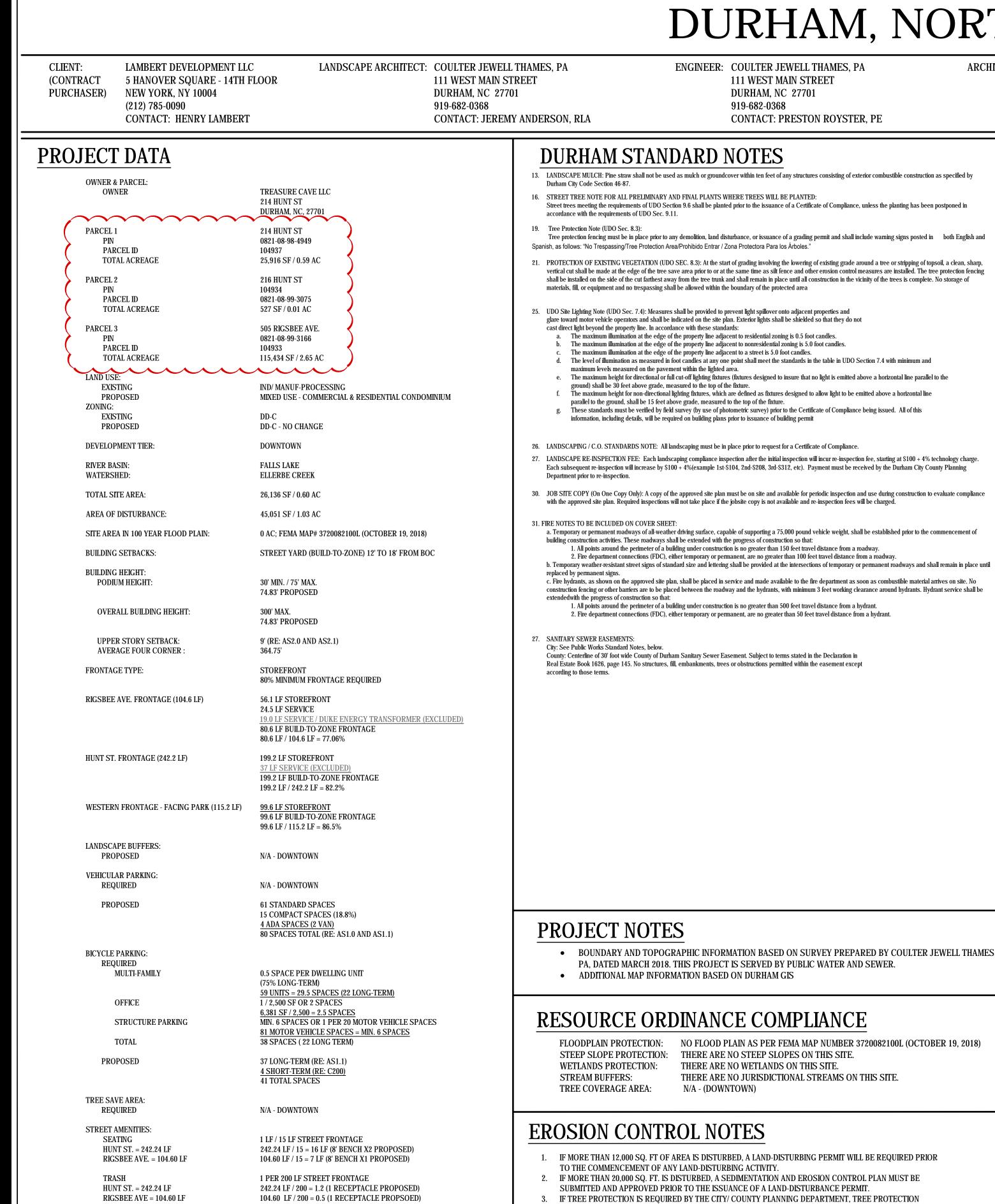






# EXHIBIT 9 Existing SCM

ENGINEERING PARINER PARTICULAR OF CONCURSE OF CONCURSE & SURVEYORS A SURVEYOR OF EXAMINERS FOR OF EXAMINERS
Project: 214 HUNT ST. 214 Hunt St. Durham, NC 27701
Durham County North Carolina PIN: 0821–08–98–4949
PRELIMINARY-DO NOT USE FOR CONSTRUCTION Job Number: 1831 Drawn ED,JSA
Drawn       ED,JSA         Checked       JSA         Date       03-07-2019         Revisions       05-03-2019         06-13-2019       11-08-2019
Sheet Number



**1 PER 40 LF STREET FRONATGE** 

20,825 SF / 0.48 AC

25,269 SF / 0.58 AC

242.24 LF / 40 = 6.1 REQUIRED (8 TREES PROPOSED)

104.60 LF / 40 = 2.6 REQUIRED (3 TREES PROPOSED)

TREES HUNT ST = 242.24 LF RIGSBEE AVE. = 104.60 LF

IMPERVIOUS SURFACE EXISTING: PROPOSED:

# 214 Hunt Street DURHAM, NORTH CAROLINA

ENGINEER: COULTER JEWELL THAMES, PA **111 WEST MAIN STREET** DURHAM, NC 27701 919-682-0368

CONTACT: PRESTON ROYSTER, PE

**ARCHITECT: MHAworks** 501 WASHINGTON STREET, SUITE G DURHAM, NC 27701 919-682-2870 CONTACT: JARED MARTINSON. AIA

# PUBLIC WORKS CONDITIONS OF APPROVAL

. The designing professional (a ncpe, ncpls or ncrla - as required) shall submit three (3) sets of construction drawings to the public works department - development review for review and approval. Construction drawing approval is required prior to commencing construction (see construction plan approval process). The approval of construction drawings is separate from site plan approval. City officials shall review all sizes, materials, slopes, locations, extensions and depths for all proposed utilities (waterlines, sanitary sewer lines and storm drainage conveyance systems) for compliance with all applicable regulatory standards, specifications, and best management practices.

EXHIBIT 10

SITE PLAN

- 2. The designing professional (a ncpe, ncpls or ncrla as required) shall submit one (1) set of as-built drawings to the public works department development review for review and approval. As-built drawing approval is required prior to water meter installation and/or sanitary sewer service connection and prior to issuance of a certificate of occupancy.
- 3. An ncdot or city of durham driveway permit is required.
- At a minimum, the stormwater design details for this project shall be governed by the minimum standards of the most recent edition of the city of durham (city) reference guide for development (rgd) and any letters to industry (posted on the city's website) that are in effect the date construction drawings are first received for review by the city.
- Final design calculations for the stormwater control measure(s) (scm[s]) require the use of storage indication routing methodology such as tr-20 or hec-1 models. For each scm, as applicable, stage-storage relationship and inflow and outflow hydrographs are required. All tabulated data including calculations showing the limiting discharge, whether orifice, weir, barrel, or outlet control, as appropriate is required. Hydrocad, hydraflow hydrographs, and pondpack are commonly used and recognized software programs which incorporate routing methodology accepted by the city.
- Stormwater control measure(s) (scm[s]) permit fee(s), the executed stormwater facility agreement and covenants (prepared by the city of durham stormwater development review section) and a payment into the stormwater replacement fund are required for all scm(s) associated with this development. Construction of the development is not allowed to commence until these items are provided in accordance with the terms and conditions outlined in the stormwater facility agreement and covenants or in accordance with written policy. The designer shall submit a sealed engineer's construction cost estimate for every scm proposed in the development prior to approval of the construction drawings.
- An as-built certification for the stormwater control measure(s) (scm[s]), provided by the bmp certifying engineer (bce), is required. The as-built certification shall be submitted in accordance with the city of durham bce program, refer to section 8.6, bmp certifying engineer program for stormwater bmps in the city of durham, of the reference guide for development. The scm as-built certification(s) shall be approved by the stormwater development review section prior to issuance of any final certificates of occupancy/compliance for development, with the exception of when an appropriate construction security has been provided for single family or townhome development. With this provided construction security, certificates of occupancy/compliance can be issued for a percentage of single family lots in accordance with city requirements.
- Stormwater control measure(s) (scm[s]) design calculations will not be reviewed or approved with the site plan/preliminary plat submittal. All scm designs will be reviewed and approved during the construction drawing submittal process. If, at the time of construction drawing submittal, it is found that the proposed scm(s) is undersized, not properly accessible, or otherwise insufficient or unsuitable for the site, it is the responsibility of the applicant to insure that the applicable stormwater ordinance requirements are met. A revised site plan or preliminary plat may be required if the originally proposed scm(s) are found insufficient, not properly accessible, or unsuitable and alternative scm(s) with associated easements are required.
- The developer/contractor shall schedule a preconstruction meeting with the stormwater development review section prior to commencing work on any stormwater control measure (scm). If the scm will be constructed initially as a sedimentation and erosion control (s&ec) device, to be converted to a permanent scm at a later time, the preconstruction meeting should be scheduled prior to construction of the s&ec device. Call 919-560-4326 ext. 30238 to schedule the required meeting a minimum of three business days prior to the desired meeting date. This is in addition to other preconstruction meeting requirements for erosion control, engineering inspections, etc.
- To receive construction drawings approval for single family detached, townhome and duplex residential developments that are making use of nutrient banks and/or the nceep, the approval of the construction drawings is contingent upon the purchase of nutrient credits. If a revised site plan/preliminary plat is submitted for this site, the revised site plan/preliminary plat will be subject to any ordinances in place at the time of the revised site plan/preliminary plat submission. Prior to the approval of any construction drawings or prior to the release of any building permits pertaining to this development whichever comes first, a letter/receipt showing the purchase of the nutrient credits for this development and a copy of the nutrient bank ledger if applicable, showing the total nutrient credits available minus any and all deductions, is to be provided to the stormwater development review section. However, if insufficient credits are available from nutrient banks and nceep will not accept payment, then the applicant shall submit a revised site plan/preliminary plat back to the durham city-county planning department and shall comply with the current stormwater performance standards in place at the time of the revised site plan/preliminary plat submission.
- Construction drawing approval for this project is contingent upon the future purchase of nutrient credits from an approved nutrient bank or nceep. If a revised site plan/preliminary plat is submitted for this site, the revised site plan/preliminary plat will be subject to any ordinances in place at the time of the revised site plan/preliminary plat submission. Prior to the approval of any construction drawings or prior to the release of any building permits pertaining to this development, whichever comes first, a letter showing the purchase of the nutrient credits for this development and a copy of the nutrient bank ledger if applicable, showing the total nutrient credits available minus any and all deductions, shall be provided to stormwater services
- A utility extension agreement is required prior to approval of the construction drawings. Submit a utility extension agreement application to engineering public works (http://durhamnc.Gov/documentcenter/home/view/3323).
- The proposed private drive does not meet city of durham street standards. The features within this area are private and will never be eligible for public
- 4. If a meter 2" or larger is proposed, contact Water Management at 560-4381 ext. 35268 prior to the construction of the meter vault to verify the type and dimensions of the meter.
- 5. Water permit required after construction drawing approval and prior to commencing water main installation.
- 6. When sidewalk and curb ramps are proposed:
- a. PROWAG standards are to be used. See City of Durham Curb Cuts Details http://durhamnc.gov/DocumentCenter/Home/View/2114 b. For ramps in 'tight' existing developed areas with small ROW's (Downtown, etc) it is recommended specific ramp details are needed to prevent construction delays. The burden to make it work is on the designing engineer.

# PA, DATED MARCH 2018. THIS PROJECT IS SERVED BY PUBLIC WATER AND SEWER.

# **RESOURCE ORDINANCE COMPLIANCE**

- FLOODPLAIN PROTECTION: NO FLOOD PLAIN AS PER FEMA MAP NUMBER 3720082100L (OCTOBER 19, 2018) STEEP SLOPE PROTECTION: THERE ARE NO STEEP SLOPES ON THIS SITE. THERE ARE NO WETLANDS ON THIS SITE. THERE ARE NO JURISDICTIONAL STREAMS ON THIS SITE.
  - N/A (DOWNTOWN)

- 1. IF MORE THAN 12,000 SQ. FT OF AREA IS DISTURBED, A LAND-DISTURBING PERMIT WILL BE REQUIRED PRIOR
- IF MORE THAN 20,000 SQ. FT. IS DISTURBED, A SEDIMENTATION AND EROSION CONTROL PLAN MUST BE
- IF TREE PROTECTION IS REQUIRED BY THE CITY/ COUNTY PLANNING DEPARTMENT, TREE PROTECTION
- CERTIFICATION MUST BE SUBMITTED TO THE DURHAM COUNTY EROSION CONTROL DIVISION, AND TREE
- PROTECTION INSPECTION COMPLETED PRIOR TO THE ISSUANCE OF A LAND-DISTURBANCE PERMIT.
- IF AN OFFSITE SOIL SPOIL OR BORROW SITE IS UTILIZED, THEN THE DISTURBED AREA FOR THE SPOIL/BORROW SITE MUST BE INCLUDED IN THE LAND-DISTURBANCE PLAN AND PERMIT UNLESS THE
- SPOIL/BORROW SITE ALREADY HAS A LAND-DISTURBANCE PERMIT.
- CLEARLY INDICATED LIMITS OF DISTURBANCE ARE SHOWN ON THE SITE PLAN.

4. A recombination plat must be recorded prior to issuance of Certificate of Occupancy mmmm

# **GENERAL CONDITIONS OF APPROVAL**

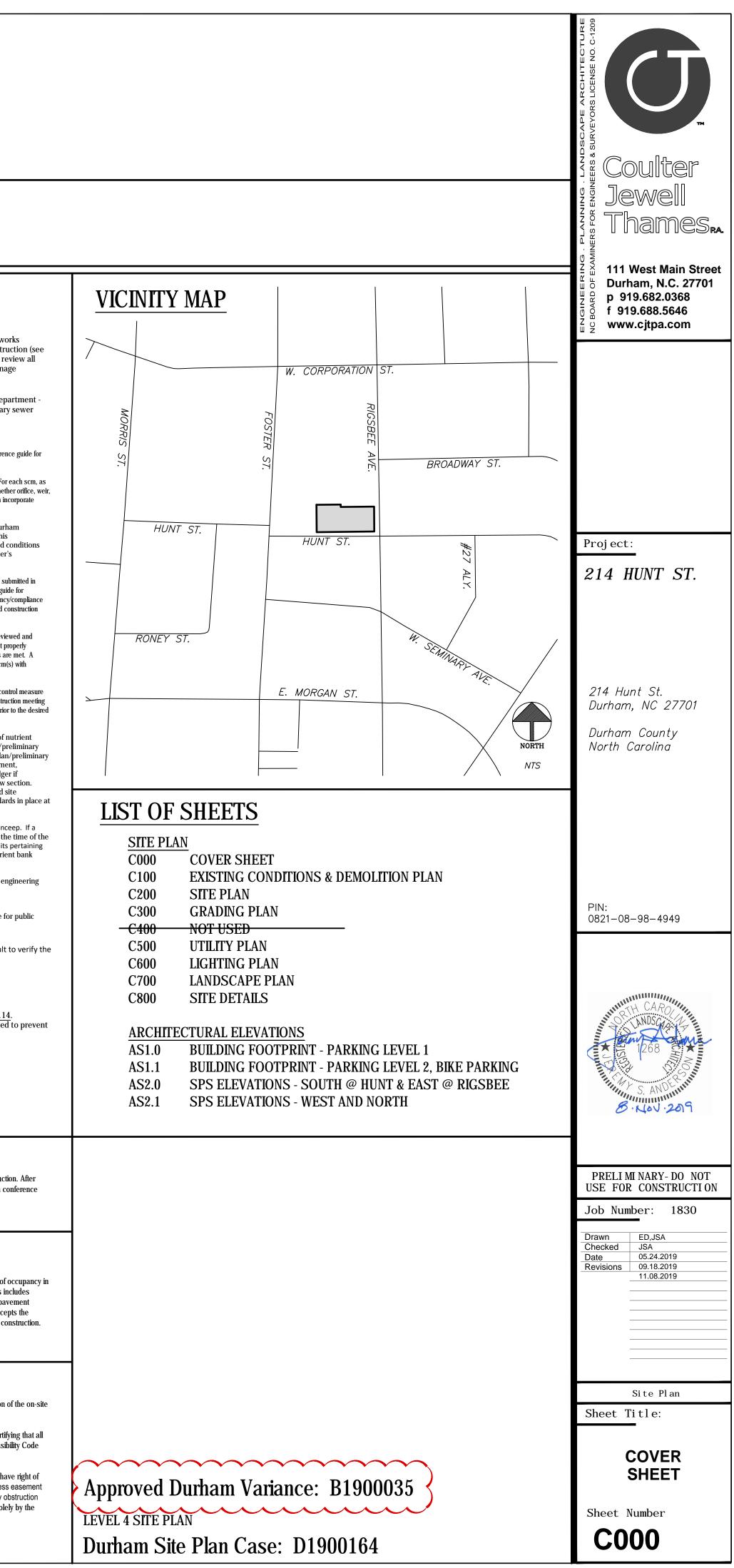
The location of the sidewalk shown on this plan is schematic. A City of Durham or NCDOT encroachment permit is required prior to any construction. After obtaining the required permits, please contact the City of Durham Engineering Construction Inspection office at 560-4326 for a pre-construction conference and field visit prior to any work on the proposed sidewalk.

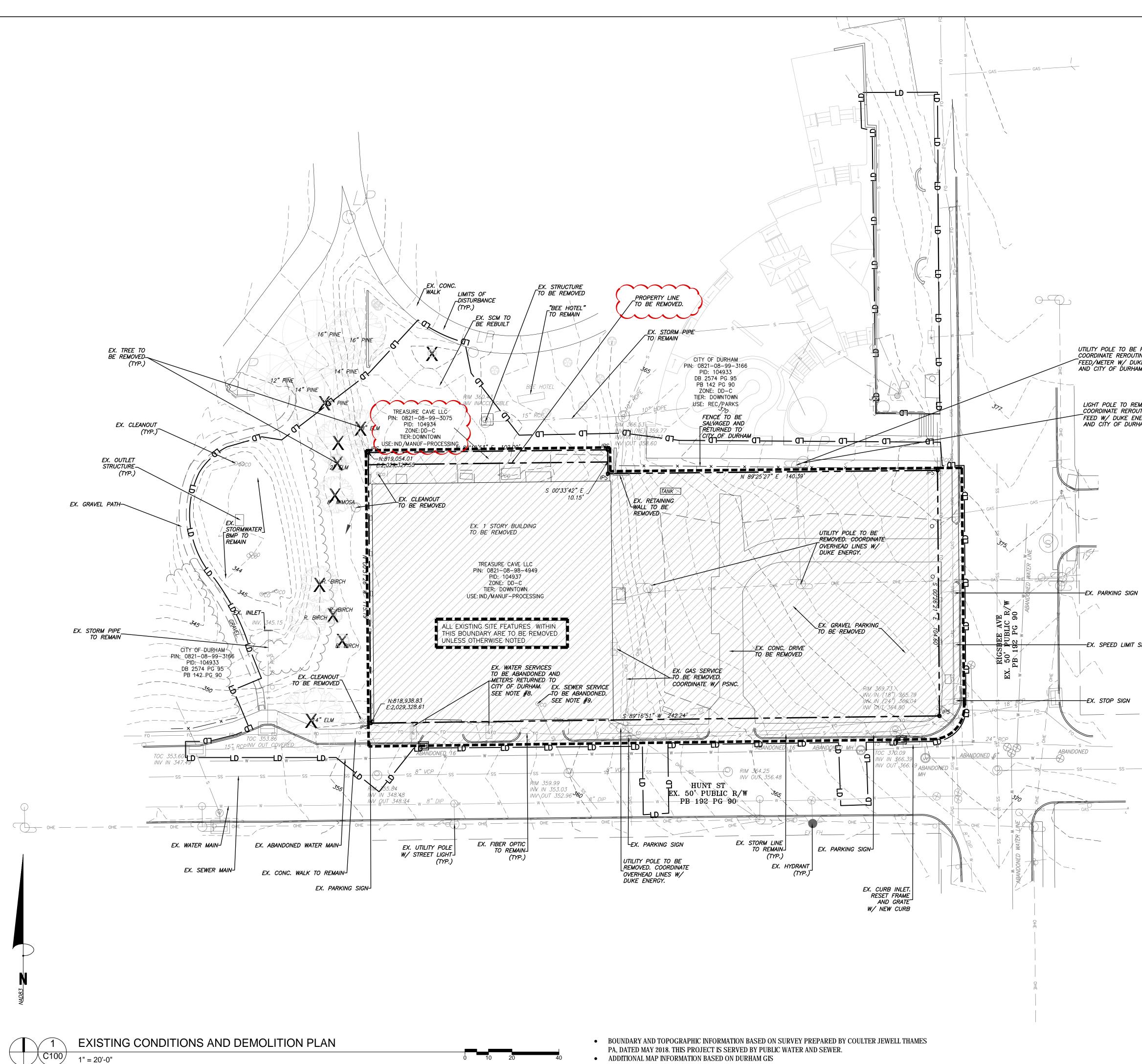
# **GENERAL NOTES**

By referencing roadway improvements on the plan, the applicant agrees to construct said improvements prior to the issuance of any certificate of occupancy in a manner that will allow them to function as noted on the plan and in accordance with NCDOT and City of Durham standards and policies. This includes (where appropriate) but is not limited to: adequate transition tapers, alignment of lanes through intersections, associated signal modifications, pavement markings, associated signage, curb and gutter, coordination with other proposed roadway improvements and bike lanes. The applicant also accepts the financial responsibility for acquisition of any additional right-of-way necessary to accommodate these improvements and any required sidewalk construction.

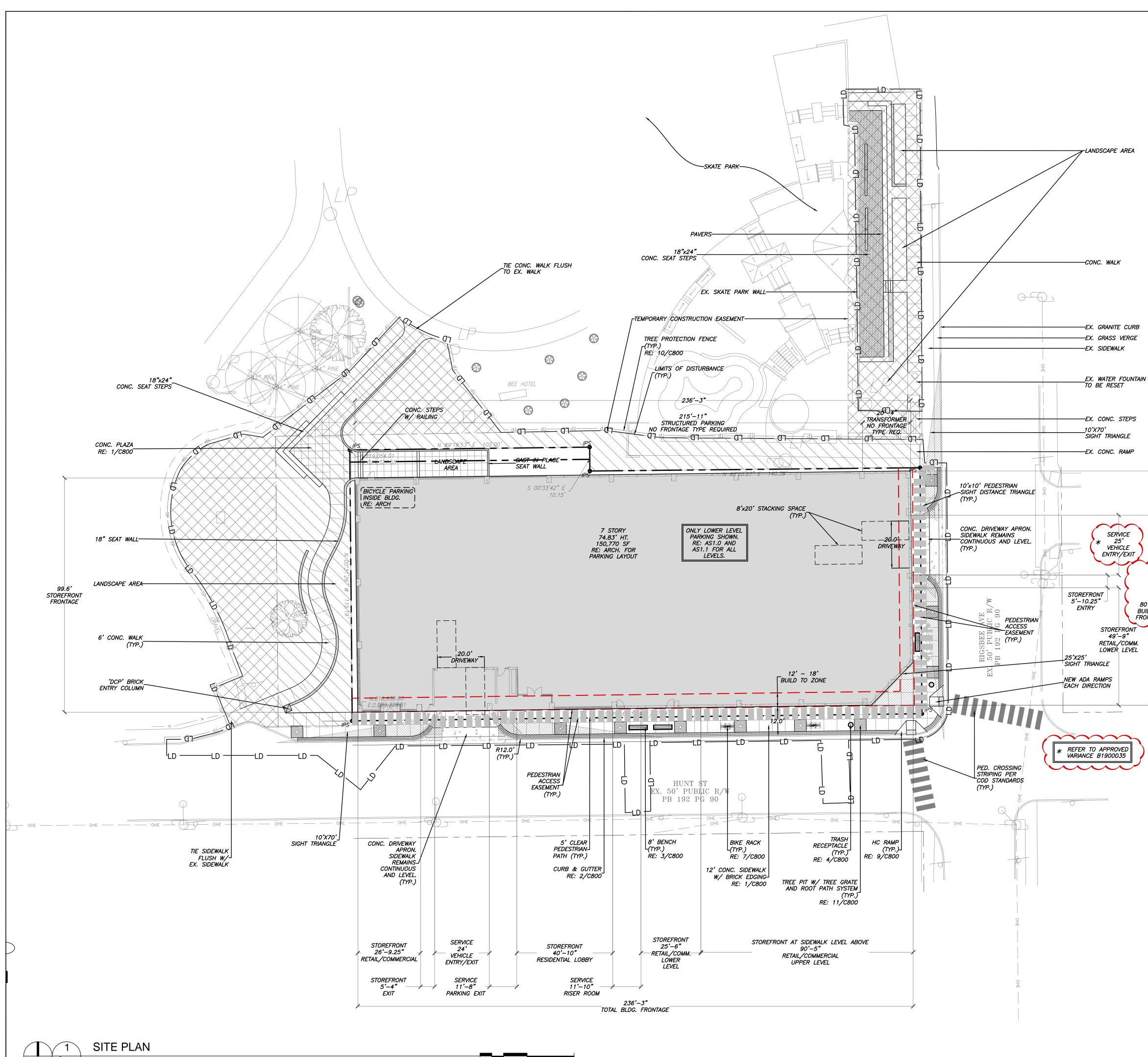
# SPECIAL CONDITIONS OF APPROVAL

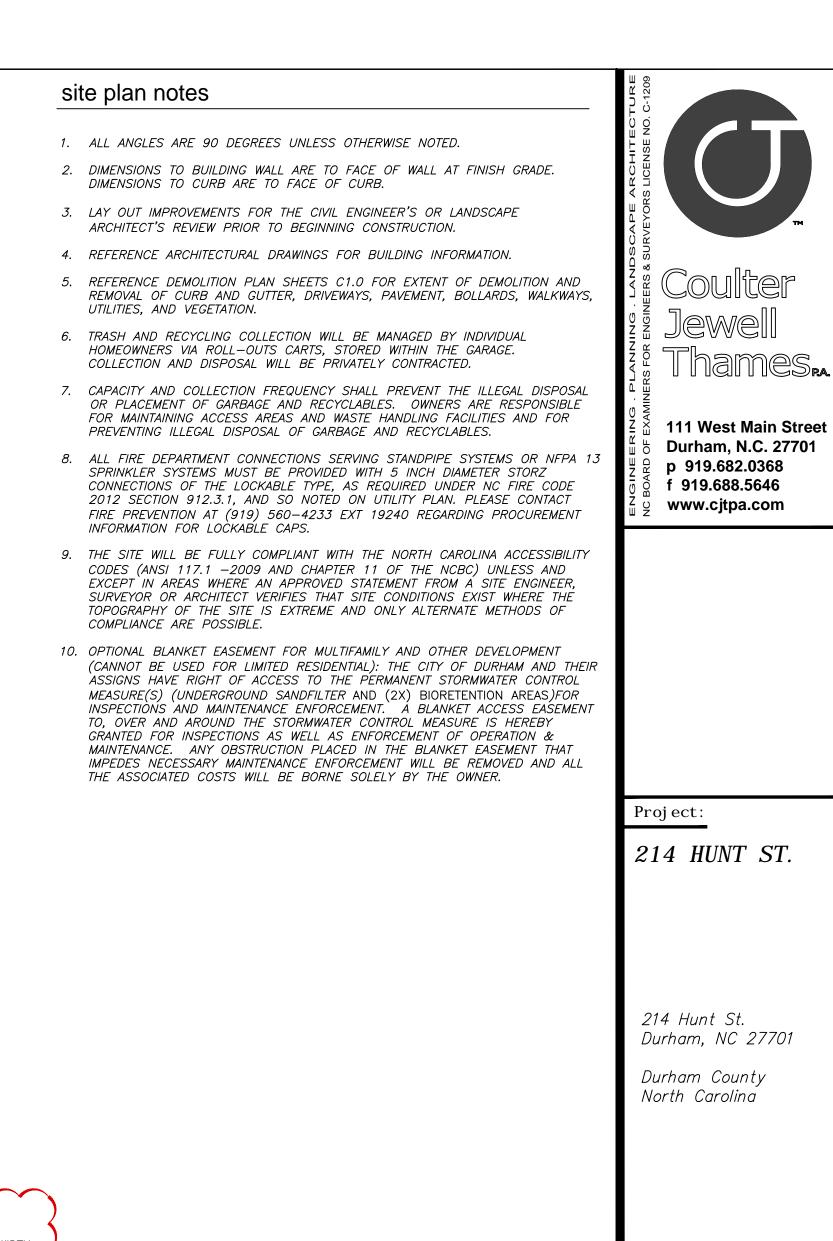
- PRIOR TO ISSUANCE OF A BUILDING PERMIT: Dedicate a public access easement along Hunt Street and Rigsbee Street for the construction of the on-site sidewalk as illustrated on sheet C200. A copy of the recorded plat must be submitted with the first building permit application.
- 2. An As-Built Survey of the site, performed by the design professional or designee, must be submitted to the Building Inspections Department certifying that all site accessibility code requirements such as curb cuts, ramp slopes, sidewalk slopes, and cross slopes meet the requirements of the NC Accessibility Code prior to CO issuance.
- Optional blanket easement for multifamily and other development (cannot be used for limited residential): the City of Durham and their assigns have right of access to the permanent stormwater control measure(s) (underground sandfilter)for inspections and maintenance enforcement. A blanket access easement to, over and around the stormwater control measure is hereby granted for inspections as well as enforcement of operation & maintenance. Any obstruction placed in the blanket easement that impedes necessary maintenance enforcement will be removed and all the associated costs will be borne solely by the





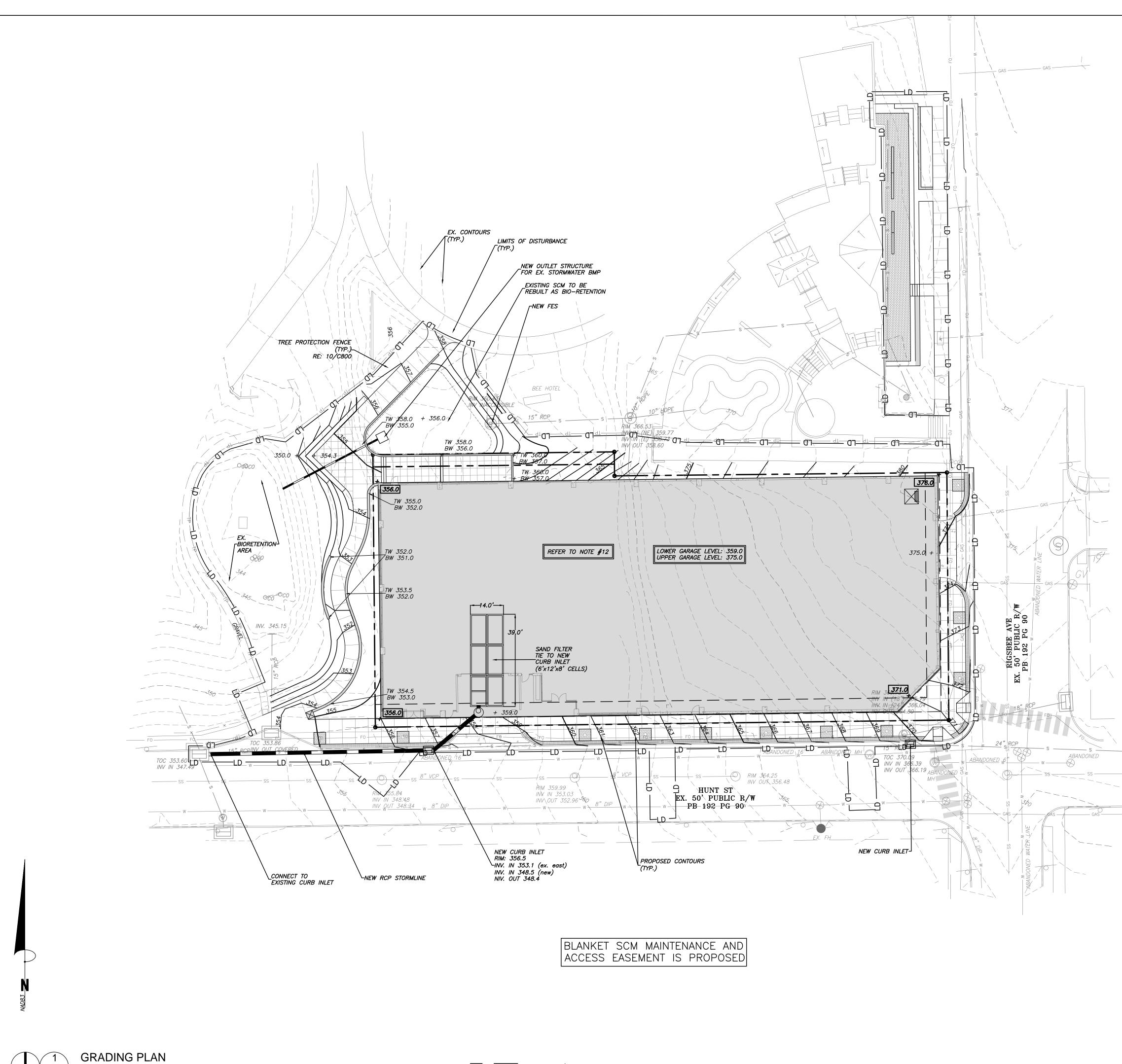
	demolition notes	C-1209 E
	1. ENSURE ALL EROSION CONTROL MEASURES ARE IN PLACE AND IN WORKING ORDER PRIOR TO THE START OF ANY DEMOLITION AND CONSTRUCTION.	
	2. SEE SITE PLAN SHEET C200 FOR LAYOUT DIMENSIONS OF EXTENT OF DEMOLISHED AREAS. PAVED AREAS NOT INDICATED TO BE DEMOLISHED, ARE TO REMAIN. ALL CONCRETE SAW CUTS ARE TO BE CLEAN, STRAIGHT AND NEAT.	
	3. UTILITIES: SEE UTILITY PLANS. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES FOR LOCATION, REMOVAL AND RELOCATION OF ANY UTILITIES. CONTRACTOR RESPONSIBLE FOR DETERMINING EXTENT AND LOCATION OF UTILITIES. THIS MAY INCLUDE CONTACTING "NO-CUTS" TO HELP LOCATE SOME UTILITIES.	
	4. CONTRACTOR TO ADJUST ALL MANHOLES, VALVES, JUNCTION BOXES, CATCH BASINS, CLEAN—OUTS, ETC., AS NECESSARY TO ACCOMMODATE NEW LAYOUT AND GRADES.	Jewell
	5. CONTRACTOR RESPONSIBLE FOR OBTAINING ANY PERMITS FOR WORK IN THE NCDOT AND CITY OF DURHAM RIGHTS OF WAY. ANY DAMAGED INFRASTRUCTURE IN THE RIGHT OF WAY CAUSED BY CONSTRUCTION ACTIVITIES MUST BE REPAIRED TO CITY OF DURHAM STANDARDS. THIS INCLUDES, BUT IS NOT LIMITED TO UTILITIES, SIDEWALKS, CURB AND GUTTER, ASPHALT.	Thames <sub>RA</sub> . 111 West Main Street
	6. CONTRACTOR RESPONSIBLE FOR REMOVING EVERYTHING WITHIN THE CLEARING LIMITS AND OFF-SITE WORK ZONE INCLUDING TREES, STUMPS, TRASH, FENCING, OR BUILDING MATERIALS.	Image: boot boot boot boot boot boot boot boo
	7. CONTRACTOR TO USE CAUTION WORKING AROUND AND NEAR EXISTING STORM, WATER AND SEWER. CONTRACTOR RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES.	
	8. ABANDONMENT OF WATER SERVICES SHALL INCLUDE EXCAVATING DOWN TO CORPORATION STOP, TURNING IT OFF AND CUTTING SERVICE LINE FREE FROM CORPORATION STOP. THE METER, IF PRESENT, SHALL BE RETURNED TO CITY OF DURHAM. PRIOR TO ANY CREDIT OR REFUND BEING PROCESSED THE METER MUST BE RETURNED TO WATER MANAGEMENT DEPARTMENT AND THE METER NUMBER VERIFIED AND CODED PROPERLY AS RETURNED. UTILITY SERVICE ABANDONMENTS WILL TAKE PLACE PRIOR TO BEGINNING UTILITY CONSTRUCTION WORK FOR A PROJECT. ANY EXCAVATION AS PART OF ABANDONING UTILITIES WILL REQUIRE BACKFILLING PER CITY OF DURHAM STANDARDS.	
REMOVED. TING IKE ENERGY AM.	9. ABANDONMENT OF SANITARY SEWER SERVICE LINES SHALL CONSIST OF EXCAVATING DOWN TO THE SERVICE CONNECTION TO THE MAIN, CUTTING THIS CONNECTION AND INSTALLING A WATERTIGHT PLUG IN THE MAIN. THE SERVICE LINE AND ALL CLEAN-OUT RISERS ON THE SERVICE LINE SHALL BE REMOVED. UTILITY SERVICE ABANDONMENTS WILL TAKE PLACE PRIOR TO BEGINNING UTILITY CONSTRUCTION WORK FOR A PROJECT. ANY EXCAVATION AS PART OF ABANDONING UTILITIES WILL REQUIRE BACKFILLING PER CITY OF DURHAM STANDARDS.	
	10. ALL PAVEMENT PATCHING SHALL BE PERFORMED PER CITY SPECIFICATIONS AND STANDARDS.	Project: 214 HUNT ST.
EMAIN. UTING NERGY HAM.	11. EXISTING TRAFFIC CONTROL SIGNS REMOVED DURING CONSTRUCTION MUST BE REPLACED PER THE APPROVED CONSTRUCTION DRAWINGS.	214 HUNI 51.
1		214 Hunt St. Durham, NC 27701 Durham County North Carolina
		PIN: 0821-08-98-4949
SIGN 		ANDSCHORE ANDSCHORE 1268 1268 S. ANDER MILLING S. ANDER S. ANDER MILLING S. ANDER S. ANDER MILLING S. ANDER S. ANDER MILLING S. ANDER MILLING S. ANDER MILLING S. ANDER MILLING S. ANDER S. ANDER MILLING S. ANDER S. ANDER
		PRELI MI NARY- DO NOT USE FOR CONSTRUCTI ON Job Number: 1830 Drawn ED,JSA Checked JSA Date 05.24.2019 Revisions 09.18.2019 11.08.2019
		Site Plan
		Sheet Title: EXISTING CONDITIONS & DEMOLITION Sheet Number
		C100



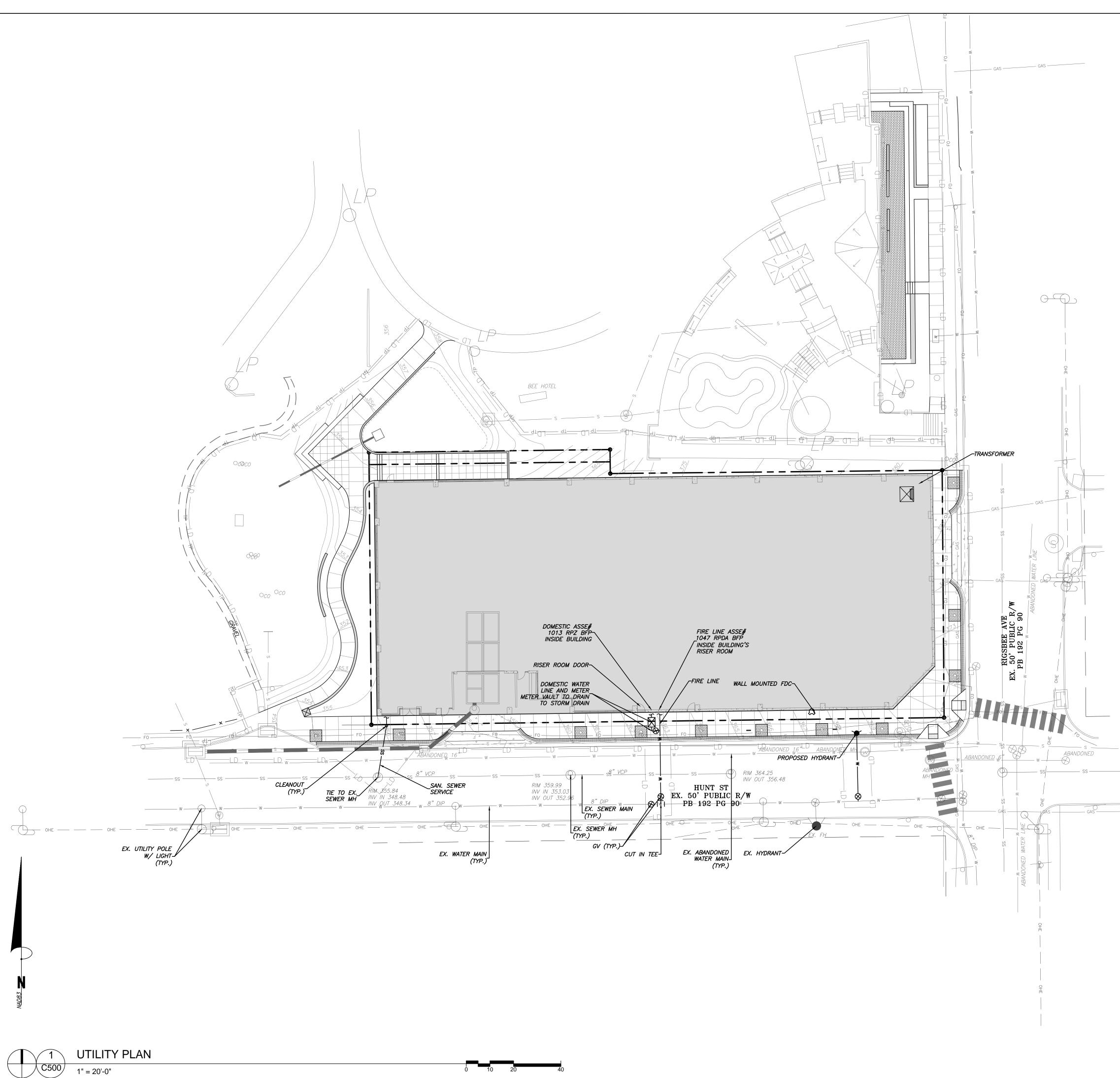


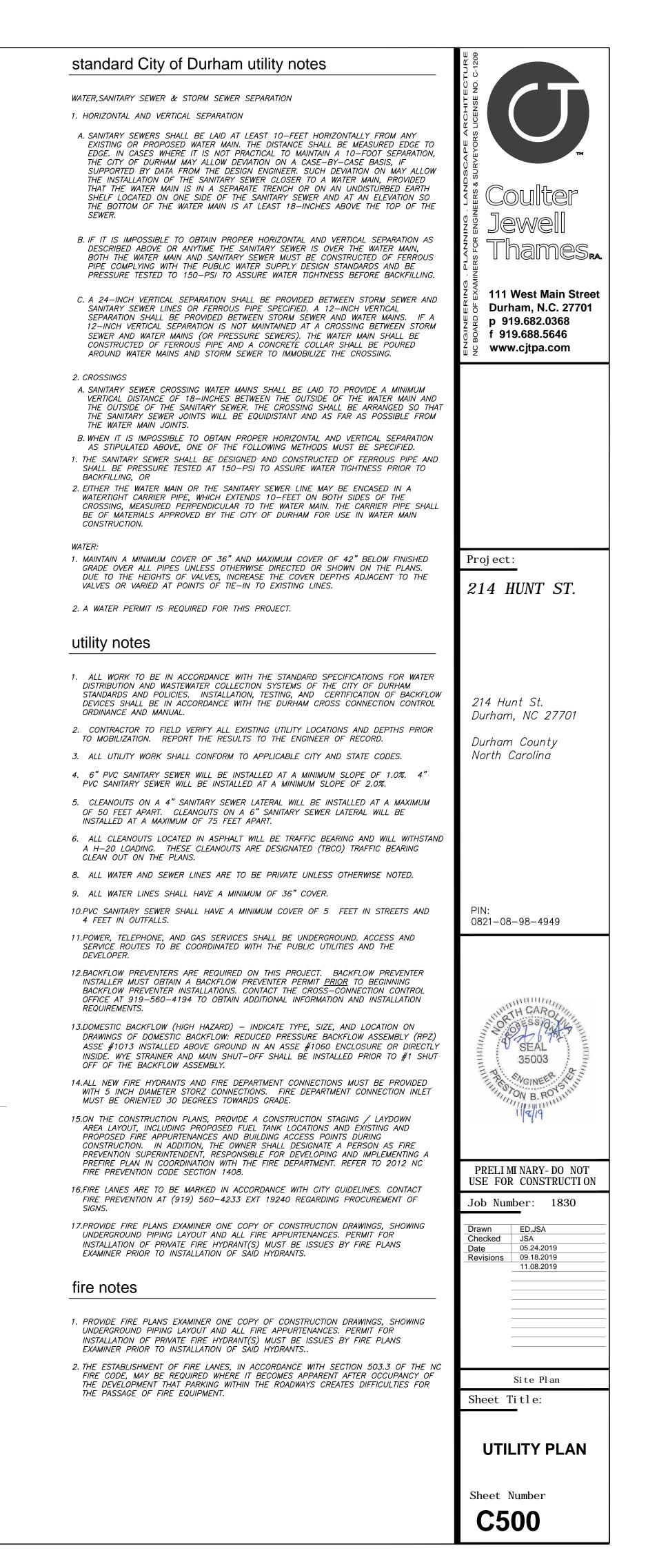
PIN: 0821-08-98-4949 8. NOV.2019 PRELI MI NARY- DO NOT USE FOR CONSTRUCTION Job Number: 1830 Drawn ED,JSA Checked JSA 
 Date
 05.24.2019

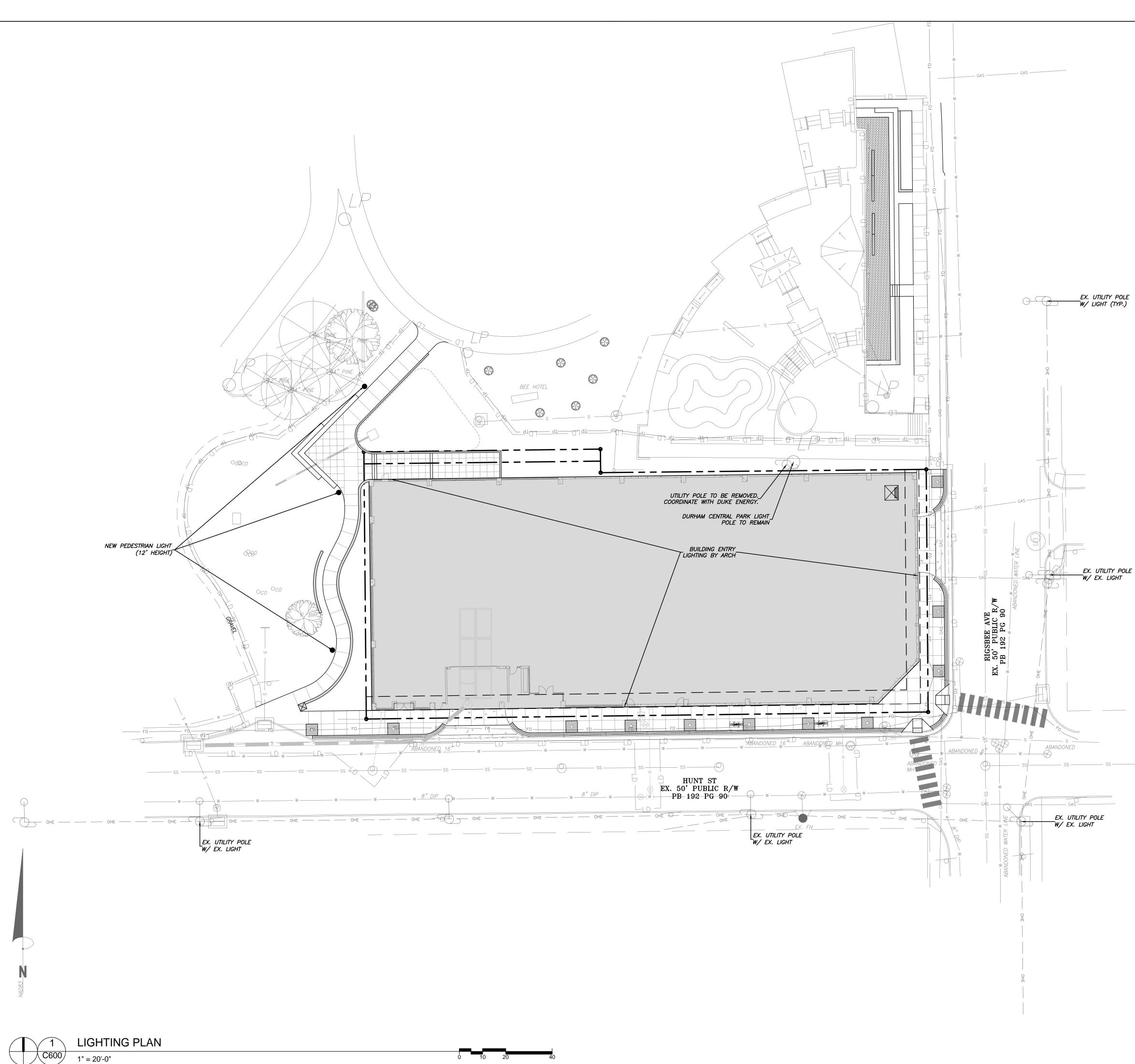
 Revisions
 09.18.2019
 11.08.2019 Site Plan Sheet Title: SITE PLAN Sheet Number **C200** 



gra	ading and storm drainage notes	C-1209
<u>GRAD</u>	NING NOTES:	
7. // ^ 7	ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE OWNER F ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID THE CONTRACTOR FOR ANY WORK DONE DUE TO DIMENSIONS OR GRADES SHOWN NCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.	SURVEYORS LICE
	ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DURHAM STANDARDS AND SPECIFICATIONS.	
L E P	CONTRACTOR SHALL NOTIFY "NORTH CAROLINA ONE CALL" (1-800-632-4949) AT EAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR TO CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NORTH CAROLINA ONE CALL".	Jewell
۸ ۱۱	PRIOR TO BEGINNING CONSTRUCTION, THE GENERAL CONTRACTOR SHALL SCHEDULE NND ATTEND A PRECONSTRUCTION CONFERENCE WITH THE CITY OF DURHAM NSPECTIONS DEPARTMENT (919) 860–4326 EXT. 30287, AND A REPRESENTATIVE OF HE OWNER.	111 West Main Street
	CONSTRUCTION, MAINTENANCE AND REMOVAL OF ALL EROSION CONTROL DEVICES ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.	🖞 🖥 🖥 Durham, N.C. 27701
G D R	EXISTING UTILITIES AND STRUCTURES SHOWN, BOTH UNDERGROUND AND ABOVE BROUND, ARE BASED ON A FIELD SURVEY AND THE BEST AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO BEGINNING RELATED CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.	ער איז
() 6 0 5 0	GOIL UNDER BUILDING PAD, PAVED AREAS AND WITHIN SLOPES GREATER THAN 3:1 H:V) SHALL BE APPROVED, PLACED AND COMPACTED AS RECOMMENDED BY THE SEOTECHNICAL ENGINEER. THESE SOILS SHALL BE COMPACTED AS SPECIFIED UNLESS OTHERWISE RECOMMENDED BY THE GEOTECHNICAL ENGINEER. ANY UNDERCUT OF GOILS IN THESE AREAS SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER & WINER. THE UNDERCUT SOILS SHALL ALSO QUANTIFIED BY THE GEOTECHNICAL CNGINEER.	
	ALL BANKS, SWALES AND FILL SLOPES SHALL BE NO STEEPER THAN 2.5:1 MAXIMUM. CUT SLOPES SHALL BE NO STEEPER THAN 2:1.	
W //	ALL GRADING MUST PRODUCE SURFACE DRAINAGE ADEQUATE TO PREVENT STANDING VATER OR WET LAWN AREAS, AND TO ENSURE THAT ALL STORM WATER FLOWS TO NLETS OR OTHER POINTS OF DISCHARGE.	
T	ALL SIDEWALKS SHALL BE CONSTRUCTED WITH A MAXIMUM 1.8% CROSS SLOPE IN HE DIRECTION SHOWN ON THE PLAN.	
	CONNECT ALL ROOF LEADERS AND DOWNSPOUTS TO SAND FILTER WITH PVC PIPE. SEE ARCHITECTURAL PLANS FOR LOCATIONS.	Proj ect:
	M DRAINAGE NOTES:	214 HUNT ST.
(	ALL STORM DRAINAGE PIPES SHOWN ARE TO BE CLASS III REINFORCED CONCRETE RCP) UNLESS NOTED OTHERWISE.	
D	ALL STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DURHAM STANDARDS. ALL CONCRETE SHALL MEET A MINIMUM 3000 PSI COMPRESSIVE STRENGTH.	
	ALL PIPE IN STORM DRAIN STRUCTURES SHALL BE STRUCK EVEN WITH INSIDE WALL.	
T C	ALL PIPE JOINTS SHALL BE MADE WITH PREFORMED JOINT SEALER, WHICH CONFORMS O AASHTO SPECIFICATION M-198 FOR TYPE B FLEXIBLE PLASTIC GASKETS UNLESS OTHERWISE NOTED. THE INTERIOR SURFACES OF ALL STORM DRAINAGE STRUCTURES SHALL BE POINTED	214 Hunt St. Durham, NC 27701
U	IP AND SMOOTHED TO AN ACCEPTABLE STANDARD USING MORTAR MIXED TO IANUFACTURER'S SPECIFICATIONS.	Durham County
N S A	ALL BACKFILL SHALL BE NON-PLASTIC IN NATURE, FREE FROM ROOTS, VEGETATION MATTER, WASTE CONSTRUCTION MATERIAL OR OTHER OBJECTIONABLE MATERIAL. GAID MATERIAL SHALL BE CAPABLE OF BEING COMPACTED BY MECHANICAL MEANS AND SHALL HAVE NO TENDENCY TO FLOW OR BEHAVE IN A PLASTIC MANNER UNDER THE TAMPING BLOWS OR PROOF ROLLING.	North Carolina
	MATERIALS DEEMED BY THE OWNER'S REPRESENTATIVE AS UNSUITABLE FOR BACKFILL PURPOSES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.	
L T	BACKFILLING OF TRENCHES SHALL BE ACCOMPLISHED IMMEDIATELY AFTER PIPE IS AID. THE FILL AROUND THE PIPE SHALL BE THOROUGHLY COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY OBTAINABLE WITH THE STANDARD PROCTOR TEST. THE TOP EIGHT (8) INCHES SHALL BE COMPACTED TO 100% STANDARD PROCTOR.	
Т	INDER NO CIRCUMSTANCES SHALL WATER BE ALLOWED TO RISE IN UNBACKFILLED RENCHES AFTER PIPE HAS BEEN PLACED. SEE THE COVER SHEET FOR NOTES REGARDING IMPERVIOUS SURFACE.	PIN:
E              	DPTIONAL BLANKET EASEMENT FOR MULTIFAMILY AND OTHER DEVELOPMENT (CANNOT BE USED FOR LIMITED RESIDENTIAL): THE CITY OF DURHAM AND THEIR ASSIGNS HAVE RIGHT OF ACCESS TO THE PERMANENT STORMWATER CONTROL MEASURE(S) (UNDERGROUND SANDFILTER AND (2X) BIORETENTION AREAS)FOR INSPECTIONS AND MAINTENANCE ENFORCEMENT. A BLANKET ACCESS EASEMENT TO, OVER AND AROUND THE STORMWATER CONTROL MEASURE IS HEREBY GRANTED FOR NSPECTIONS AS WELL AS ENFORCEMENT OF OPERATION & MAINTENANCE. ANY DBSTRUCTION PLACED IN THE BLANKET EASEMENT THAT IMPEDES NECESSARY MAINTENANCE ENFORCEMENT WILL BE REMOVED AND ALL THE ASSOCIATED COSTS MILL BE BORNE SOLELY BY THE OWNER.	0821-08-98-4949
٩DA	v route notes applies to all sheets	COLOSS OF A
FOR	ALL SIDEWALKS THE FOLLOWING APPLIES:	SEAL 35003
	SIDEWALK SLOPES TO BE A MAXIMUM 4.8%. SIDEWALK CROSS SLOPES TO BE A MAXIMUM 1.8%.	NGINEE STUN
	MINIMUM 1' SHOULDER AT MAXIMUM 2% SLOPE ADJACENT TO ADA PAVED ROUTES UNLESS A HANDRAIL IS CALLED	t ( S/19
4.	OUT. ADA PARKING TO BE A MAXIMUM 1.8% SLOPE IN ANY	
5.	DIRECTION FOR ENTIRE AREA – PARKING SPACES AND AISLES. ALL DOORS EXITING THE BUILDING REQUIRE AN ADA ACCESSIBLE COMPLIANT ROUTE TO A PUBLIC WAY.	PRELIMINARY-DONOT USE FOR CONSTRUCTION Job Number: 1830
BH	ILDING HEIGHT - GRADE CALCULATION	Drawn ED.JSA
	RAGE GRADE AT 4 BUILDING CORNERS: 364.75'	Checked         JSA           Date         05.24.2019           Revisions         09.18.2019           11.08.2019
18.4-		
	PERVIOUS SURAFCE	
25,2	69 SF / 0.58 AC	
		Site Plan
		Sheet Title:
		GRADING AND STORM DRAINAGE PLAN
		Sheet Number
		C300







# standard City of Durham lighting notes

UDO SITE LIGHTING NOTE (UDO SEC. 7.4): MEASURES SHALL BE PROVIDED TO PREVENT LIGHT SPILLOVER ONTO ADJACENT PROPERTIES AND GLARE TOWARD MOTOR VEHICLE OPERATORS AND SHALL BE INDICATED ON THE SITE PLAN. EXTERIOR LIGHTS SHALL BE SHIELDED SO THAT THEY DO NOT CAST DIRECT LIGHT BEYOND THE PROPERTY LINE. IN ACCORDANCE WITH THESE STANDARDS:

- A. THE MAXIMUM ILLUMINATION AT THE EDGE OF THE PROPERTY LINE ADJACENT TO RESIDENTIAL ZONING IS 0.5 FOOT CANDLES.
- B. THE MAXIMUM ILLUMINATION AT THE EDGE OF THE PROPERTY LINE ADJACENT TO NONRESIDENTIAL ZONING IS 5.0 FOOT CANDLES.
- C. THE MAXIMUM ILLUMINATION AT THE EDGE OF THE PROPERTY LINE ADJACENT TO A STREET IS 5.0 FOOT CANDLES.
- D. THE LEVEL OF ILLUMINATION AS MEASURED IN FOOT CANDLES AT ANY ONE POINT SHALL MEET THE STANDARDS IN THE TABLE IN UDO SECTION 7.4 WITH MINIMUM AND MAXIMUM LEVELS MEASURED ON THE PAVEMENT WITHIN THE LIGHTED AREA.

Jewell

hames.

111 West Main Street

Durham, N.C. 27701

p 919.682.0368

f 919.688.5646 www.cjtpa.com

Proj ect:

214 HUNT ST.

214 Hunt St.

Durham, NC 27701

Durham County

North Carolina

PIN: 0821-08-98-4949

D. NOV.2019

PRELI MI NARY- DO NOT USE FOR CONSTRUCTION

11.08.2019

Site Plan

LIGHTING PLAN

Sheet Title:

Sheet Number

**C600** 

1830

Job Number:

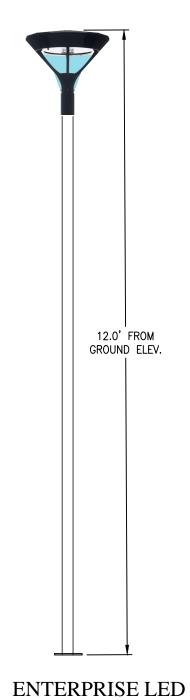
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- E. THE MAXIMUM HEIGHT FOR DIRECTIONAL OR FULL CUT-OFF LIGHTING FIXTURES (FIXTURES DESIGNED TO INSURE THAT NO LIGHT IS EMITTED ABOVE A HORIZONTAL LINE PARALLEL TO THE GROUND) SHALL BE 30 FEET ABOVE GRADE, MEASURED TO THE TOP OF THE FIXTURE.
- F. THE MAXIMUM HEIGHT FOR NON-DIRECTIONAL LIGHTING FIXTURES, WHICH ARE DEFINED AS FIXTURES DESIGNED TO ALLOW LIGHT TO BE EMITTED ABOVE A HORIZONTAL LINE PARALLEL TO THE GROUND, SHALL BE 15 FEET ABOVE GRADE, MEASURED TO THE TOP OF THE FIXTURE.
- G. THESE STANDARDS MUST BE VERIFIED BY FIELD SURVEY (BY USE OF PHOTOMETRIC SURVEY) PRIOR TO THE CERTIFICATE OF COMPLIANCE BEING ISSUED ALL OF THIS INFORMATION, INCLUDING DETAILS, WILL BE REQUIRED ON BUILDING PLANS PRIOR TO ISSUANCE OF BUILDING PERMIT

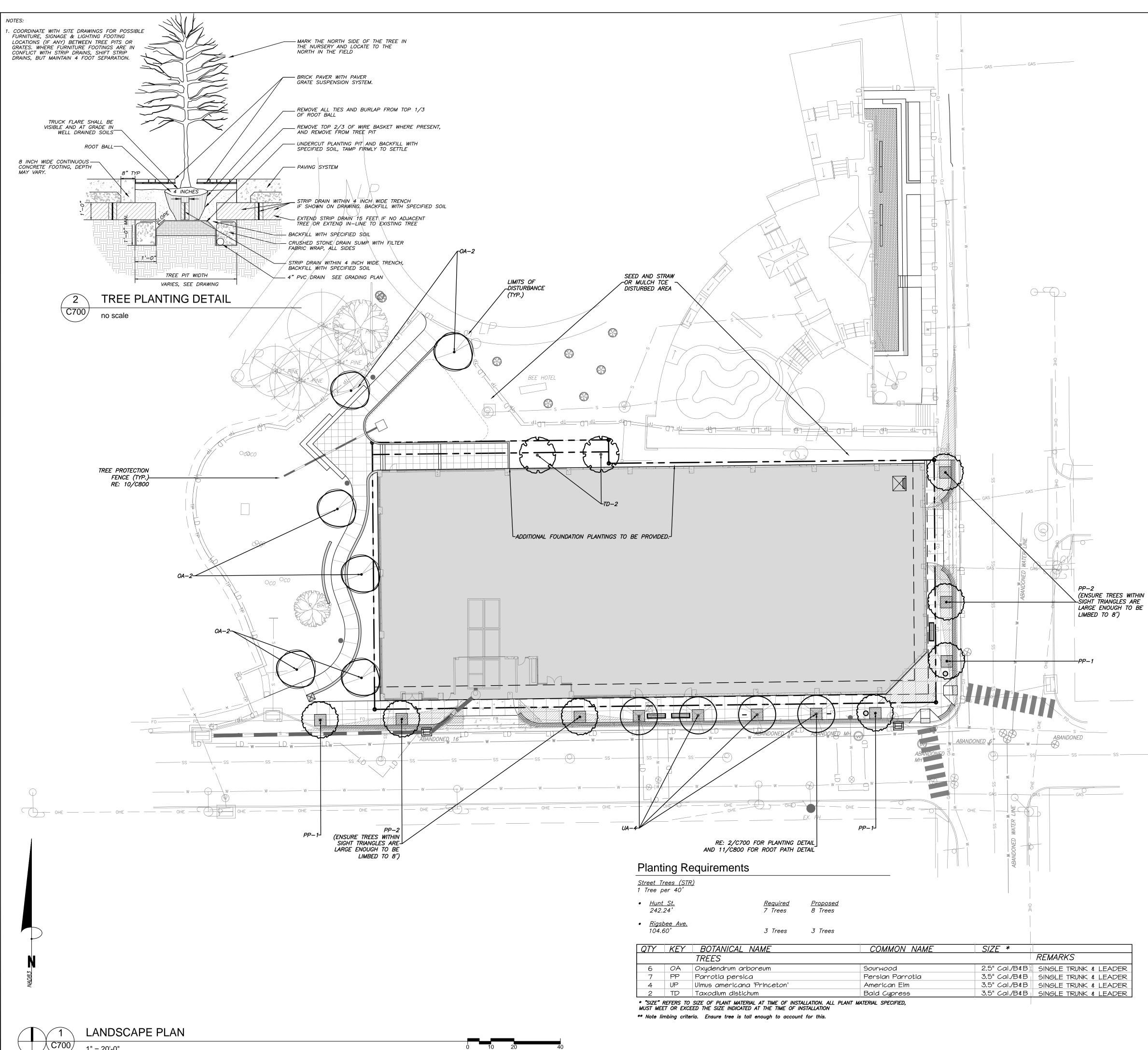
ALL SITE LIGHTING SHALL BE DESIGNED SO THAT THE LEVEL OF ILLUMINATION AS MEASURED IN FOOT-CANDLES (FC) AT ANY ONE POINT MEETS THE STANDARDS IN THE TABLE BELOW WITH MINIMUM AND MAXIMUM LEVELS MEASURED ON THE PAVEMENT WITHIN THE LIGHTED AREA.

	LIGHT LEVEL (in foot-candles)			
Type of Lighting	Minimum at Any Point	Maximum at Any Point		
Architectural Lighting, Landscape or Decorative Lighting, Walkways except for those listed below	0.0	5.0		
Canopy Area Lighting	2.0	24.0		
Pedestrian Passages and Malls (Article 16)	1.0	15.0		
Multifamily Parking Lot	0.5	8.0		
Nonresidential and Multifamily Entrances	1.0	15.0		
Nonresidential Parking Lot	0.5	10.0		
On-site walkways between building entrances, between parking and a building entrance, or serving to meet sidewalk requirements per Sec. <u>12.4</u> , Pedestrian and Bicycle Mobility.	0.2	5.0		
Storage Area (security lighting)	0.5	10.0		
Vehicle Sales and Display	0.5	24.0		

PRIOR TO CONSTRUCTION OF ANY STREET LIGHT UTILITIES WITHIN THE PUBLIC RIGHT-OF-WAY, SUBMIT A COPY OF THE EXECUTED DUKE ENERGY STREET LIGHT SERVICE AGREEMENT TO TERRY THOMPSON, CITY OF DURHAM DEPARTMENT OF TRANSPORTATION. THE TERMS OF THE SERVICE AGREEMENT WILL BE IN ACCORDANCE WITH DEPARTMENTAL STANDARDS.

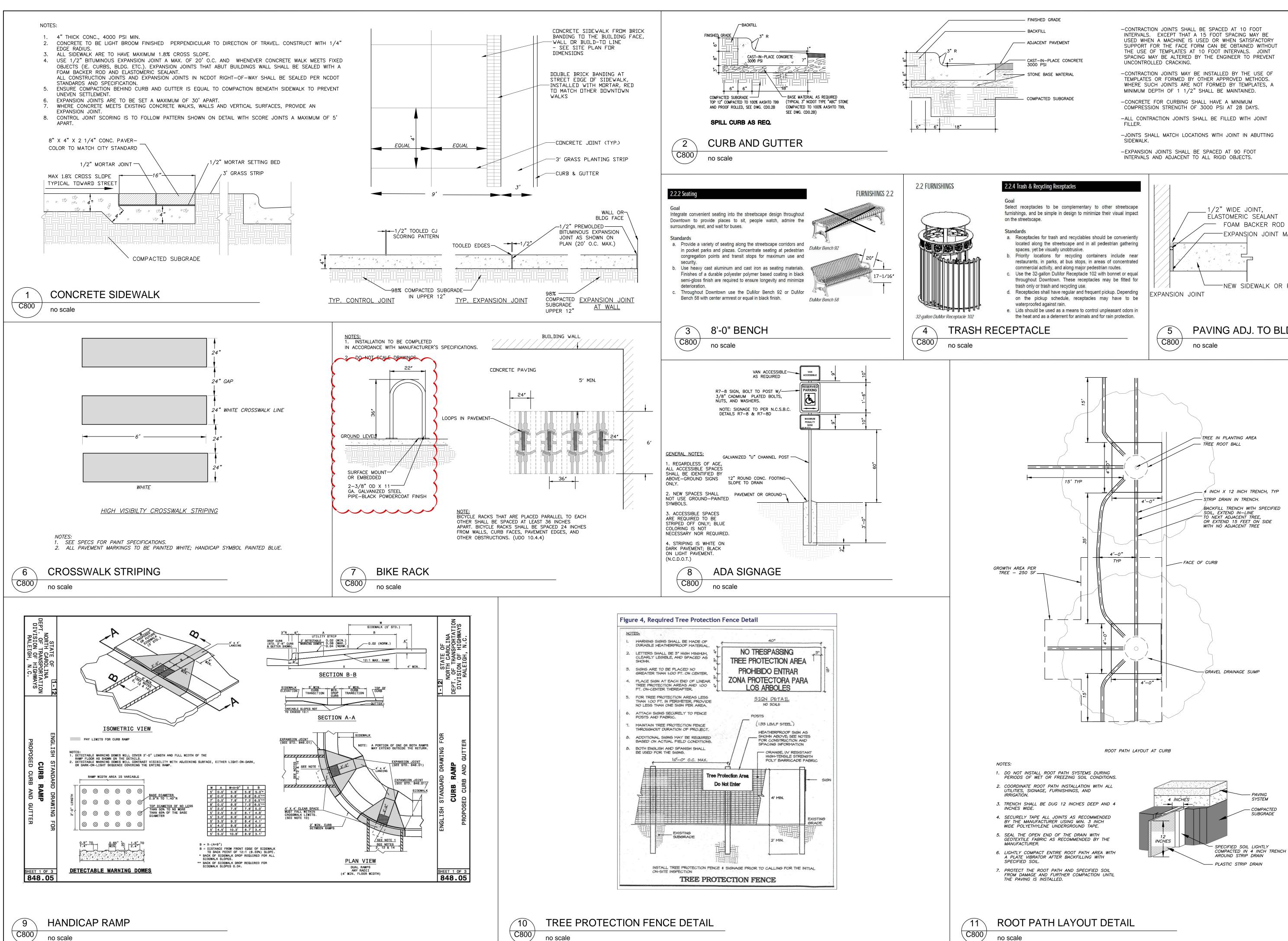


12' HEIGHT



1" = 20'-0"

la	ndscape notes	ICTURE NO. C-1209
1.		
2.	OCCUPANCY OR CERTIFICATE OF COMPLIANCE. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, DEPTHS, QUANTITIES, DISTANCES,	
З.		
4.	AND HARD IMPROVEMENTS. BED LINES SHALL CONFORM TO CONFIGURATION SHOWN ON THE PLANS. BED LINES SHALL MEET CURBS, WALKS, BUILDINGS, ETC. AT RIGHT ANGLES UNLESS SHOWN	
5.	OTHERWISE. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ACTUAL CONDITIONS AND VERIFY EXISTING CONDITIONS IN THE FIELD. CONTRACTOR SHALL	
6.	REPORT ALL DISCREPANCIES TO LANDSCAPE ARCHITECT. CONTRACTOR SHALL ACCEPT ACTUAL CONDITIONS AT SITE AND PERFORM THE WORK SPECIFIED INCLUDING FINE GRADING AND INCORPORATION OF TOP SOIL INTO PLANTING AREAS, WITHOUT ADDITIONAL COMPENSATION FOR POSSIBLE VARIATION FROM GRADES AND CONDITIONS SHOWN, WHETHER SURFACE OR SUBSURFACE,	<sup>z</sup> <sup>e</sup> Thames
7.	EXCEPT AS PROVIDED FOR IN CONTRACT DOCUMENTS.	Image: Second stress
<i>7.</i> <i>8</i> .	TO SEEDING. CONTRACTOR WILL OBTAIN WRITTEN APPROVAL FROM LANDSCAPE ARCHITECT FOR ANY	
9.	PLANT SUBSTITUTIONS OF SPECIES, SIZE, OR TYPE OF CONTAINER. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF THESE UTILITIES DURING INSTALLATION, AND SHALL PROMPTLY REPAIR AND RESTORE SERVICES AT NO ADDITIONAL COST TO THE OWNER IF DAMAGE OCCURS DURING INSTALLATION. CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH THE FULL SET OF CONSTRUCTION DRAWINGS AND SPECIFICATIONS FOR COORDINATION WITH UTILITIES,	undersigned products product products product products product products products product product products product product products product p
10.	ARCHITECTURAL FEATURES, ETC. CONTRACTOR WILL LEAVE DISTURBED AREAS LEVEL AND RAKED SMOOTH, REMOVING ALL ROCKS AND DEBRIS.	
11.	MULCH IS TO BE A 3" LAYER OF TRIPLE SHREDDED HARDWOOD MULCH. MULCH IS	
12.	TO BE KEPT AWAY FROM TREE TRUNKS. ANY DAMAGE TO EXISTING CONDITIONS OUTSIDE THE CONTRACT LIMITS, INCLUDING CURBS, SIDEWALKS, TURF AREAS AND PAVING, SHALL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR WITHOUT EXTRA COST TO THE OWNER.	
13.	IN CASE OF DISCREPANCY BETWEEN THE QUANTITY OF PLANTS ON THE PLANS COMPARED TO THE PLANT LIST, THE CONTRACTOR SHALL SUPPLY QUANTITIES AS SHOWN ON THE PLANS.	
	ALL UNPAVED SURFACES ARE TO BE COVERED IN PLANTS, MULCH, OR GRASS.	Proj ect:
15.	PINE STRAW SHALL NOT BE USED AS MULCH OR GROUNDCOVER WITHIN TEN FEET OF ANY STRUCTURES CONSISTING OF EXTERIOR COMBUSTIBLE CONSTRUCTION AS SPECIFIED BY DURHAM CITY CODE SECTION 46–87.	214 HUNT ST.
16.	FOR STREET TREES WITHIN SIGHT DISTANCE TRIANGLES, TREES WILL BE LIMBED TO EIGHT FEET HIGH, AS MEASURED FROM THE GRADE OF THE STREET OR DRIVE, PER UDO PARAGRAPH 12.3.1D.3.	
		Durham, NC 27701 Durham County North Carolina
		PIN: 0821-08-98-4949
		ANDSCION 1268 S. ANDER S. ANDE
		PRELI MI NARY- DO NOT USE FOR CONSTRUCTI ON
		Job Number: 1830
		Drawn ED,JSA Checked JSA Date 05.24.2019 Revisions 09.18.2019 11.08.2019
		Site Plan Sheet Title:
		LANDSCAPE PLAN
		Sheet Number <b>C700</b>



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Site Plan

SITE DETAILS

Sheet Title:

Sheet Number

**C800** 

JSA

1830

Job Number:

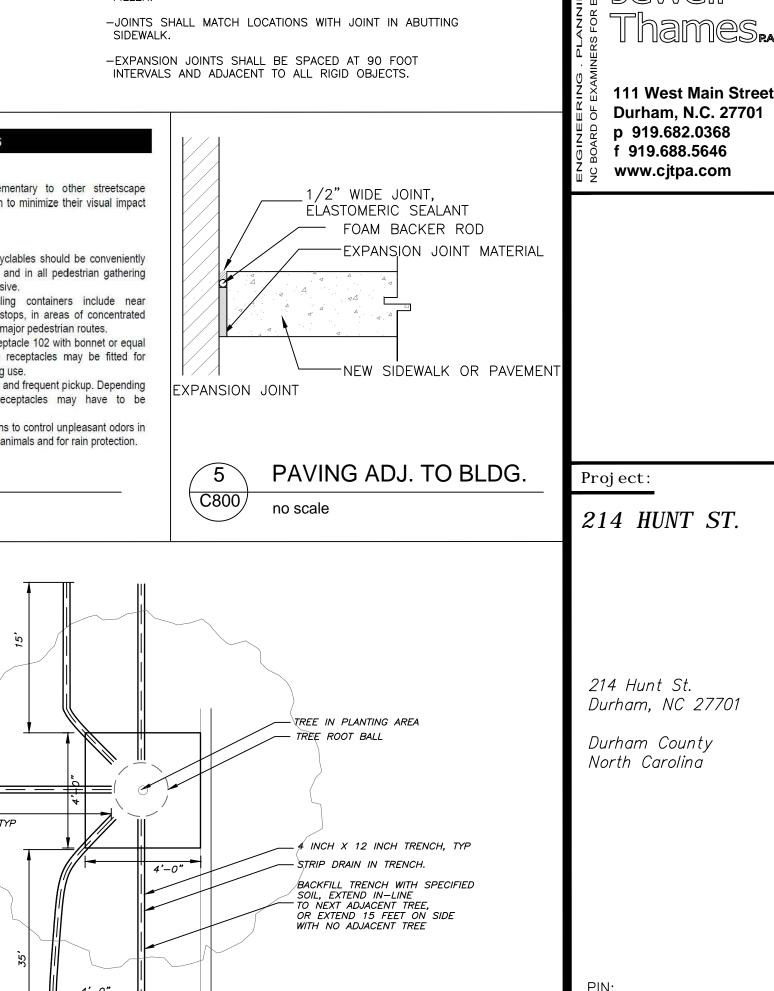
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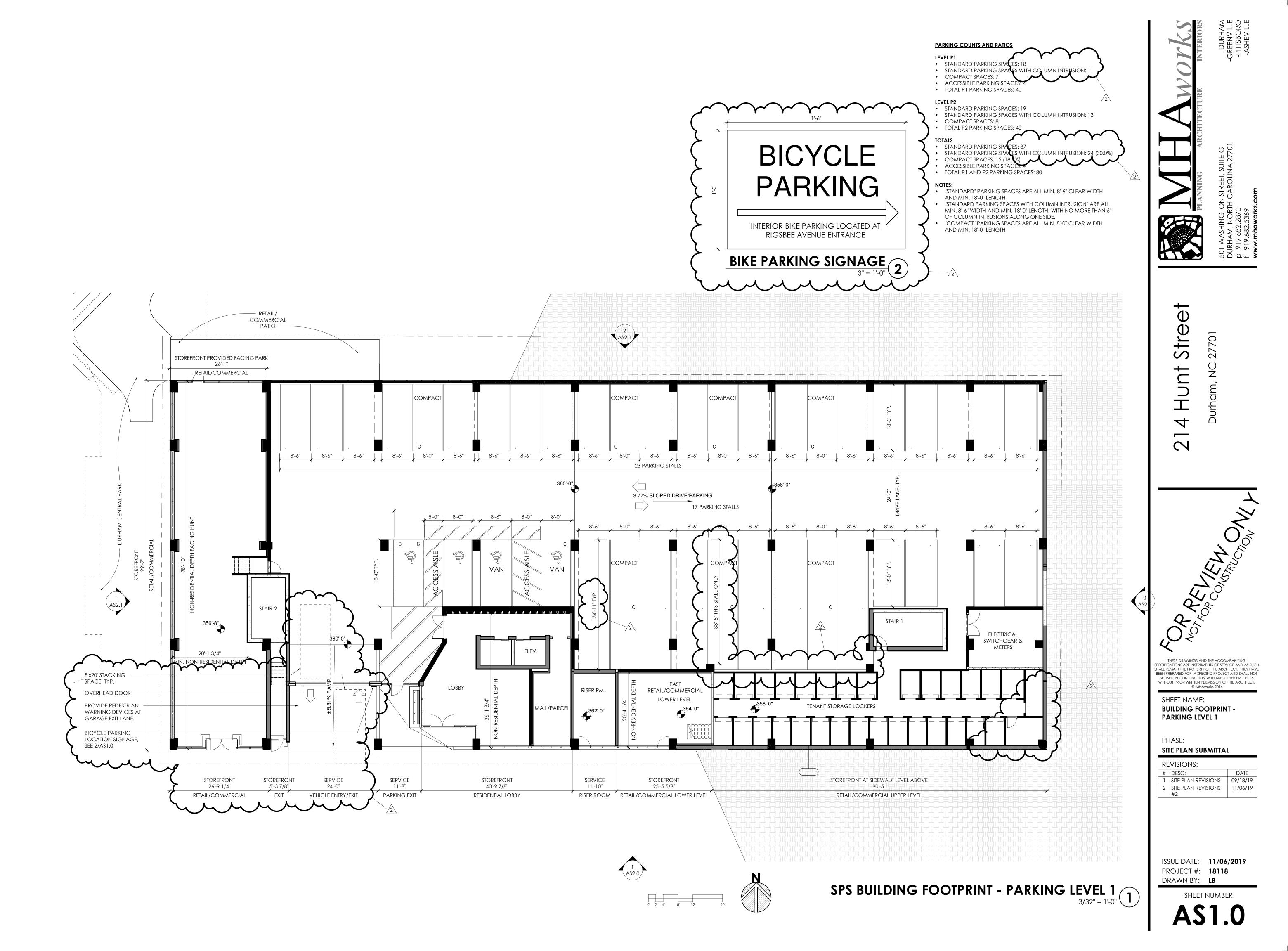
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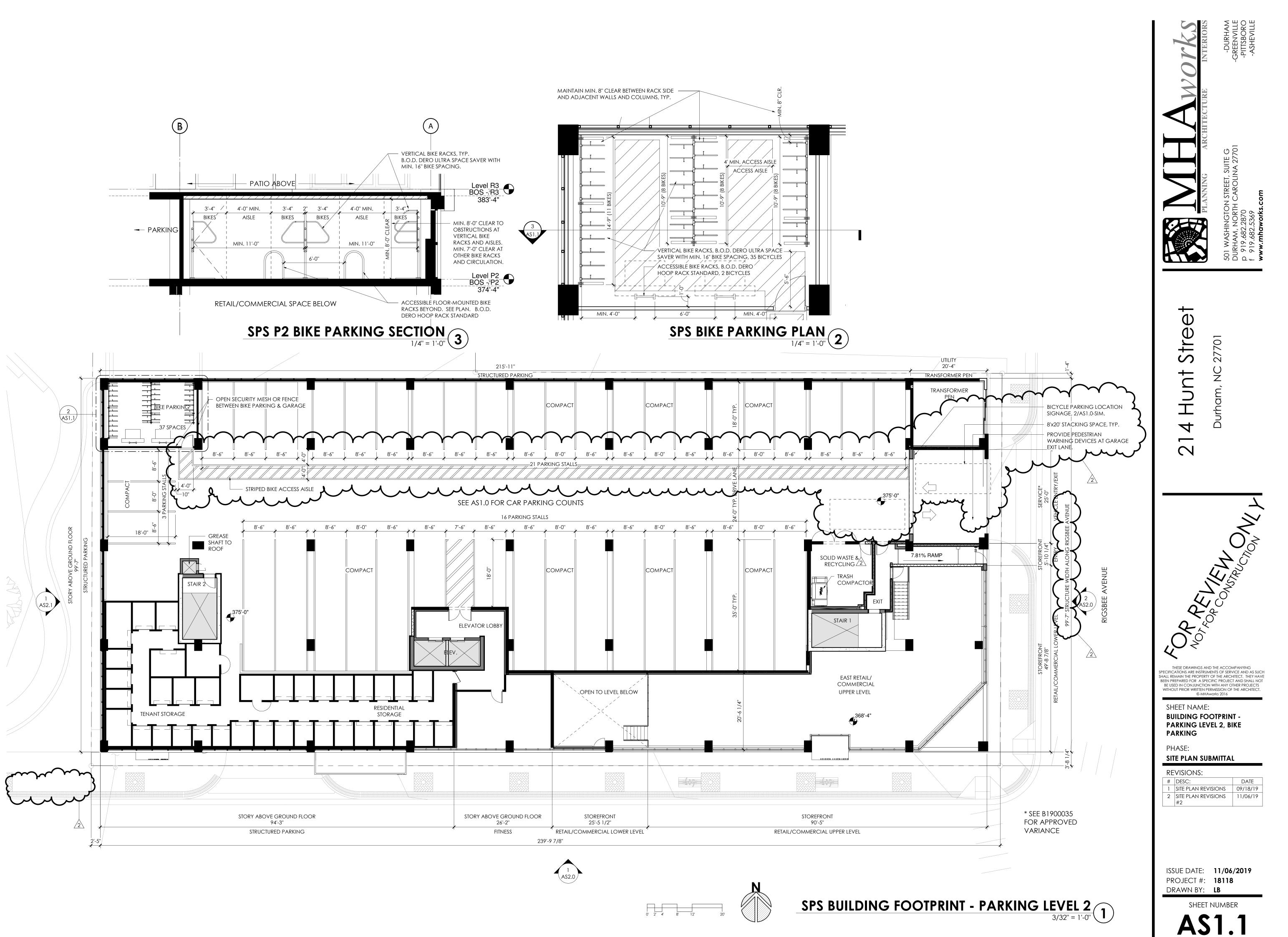
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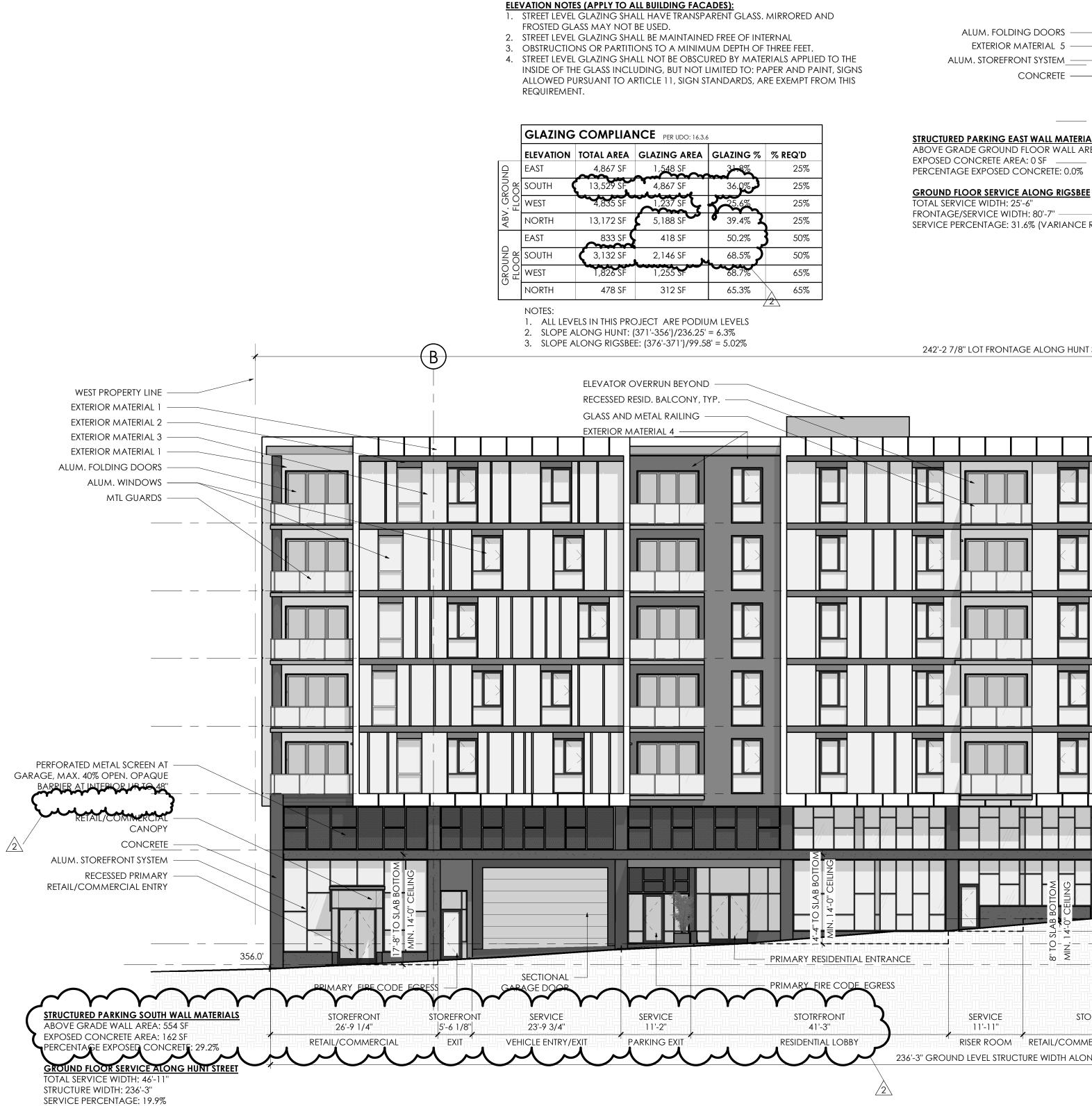
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	H-4" TO SLAB BOTTOM MIN. 14'-0" CEILING		) SLAB BOTTOM 1.14-0" CEILING				ARY RETAIL/COMM'L EN
	RIMARY RESIDENTIAL ENTRANCE						
					OUTLINE OF SLAB STI AND P1 BASEMENT L		
SERVICE 11'-2"	STOTRFRONT		STOREFRO	STOREFRONT 25'-5"			
		RISER ROOM	RETAIL/COMMERCIAL JRE WIDTH ALONG HUN				

## ELEVATION NOTES (APPLY TO ALL BUILDING FACADES): 1. STREET LEVEL GLAZING SHALL HAVE TRANSPARENT GLASS. MIRRORED AND

- FROSTED GLASS MAY NOT BE USED. 2. STREET LEVEL GLAZING SHALL BE MAINTAINED FREE OF INTERNAL 3. OBSTRUCTIONS OR PARTITIONS TO A MINIMUM DEPTH OF THREE FEET.
- 4. STREET LEVEL GLAZING SHALL NOT BE OBSCURED BY MATERIALS APPLIED TO THE INSIDE OF THE GLASS INCLUDING, BUT NOT LIMITED TO: PAPER AND PAINT, SIGNS ALLOWED PURSUANT TO ARTICLE 11, SIGN STANDARDS, ARE EXEMPT FROM THIS REQUIREMENT.





