

NORTH CAROLINA DEPARTMENT OF ADMINISTRATION  
STATE PROPERTY OFFICE

SURVEY CONTRACT  
for the  
ECOSYSTEM ENHANCEMENT PROGRAM

THIS AGREEMENT, consisting of 19 numbered provisions entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the North Carolina Department of Administration, hereinafter referred to as the "DEPARTMENT" and \_\_\_\_\_, hereinafter referred to as the "SURVEYOR".

W I T N E S S E T H

It is mutually agreed between the parties hereto as follows:

- (1) The minimum standards of specification to be observed in the practice of Land Surveying for the State of North Carolina are:
  - A. Local Control Network Surveys (Class AA) - The linear error of closure shall not exceed one (1) foot per 20,000 feet of perimeter of the tract of land (1:20,000)
  - B. Urban Land Surveys (Class A) - The linear error of closure shall not exceed one (1) foot per 10,000 feet of perimeter of the tract of land (1:10,000).
  - C. Suburban Land Surveys (Class B) - The linear error of closure shall not exceed one (1) foot per 7,500 feet of perimeter of the tract of land (1:7,500).
  - D. Rural and Farmland Surveys (Class C) - The linear error of closure shall not exceed one (1) foot per 5,000 feet of perimeter of the tract of land (1:5,000).
- (2) Marking boundary.
  - A. SURVEYOR shall set 5/8" rebar with 3-1/4" aluminum caps at all easement corners. Caps will be provided by EEP and stamped "Conservation Area".
  - B. SURVEYOR shall place durable witness posts at each corner. They should be made of material that will last a minimum of 10 years. (Specifications to be determined by Project Mgr and Property Agent prior to request for quote from SURVEYOR)
  - C. When appropriate, SURVEYOR will mark existing trees with NC EEP conservation easement tags and blaze property lines at approximate eye level. (More detail when necessary)
- (3) The stated linear error of closure shall be computed by latitudes and departures and the closure shall be stated before balancing.
- (4) A map shall be prepared of the tracts surveyed and shall be properly and accurately drawn revealing all of the information developed by and during the survey. The size of the map shall be such that all details can be shown clearly.
- (5) The certification to be shown on the map shall be in accordance with the example as set forth in the "Manual of Practice for Land Surveying in North Carolina".
- (6) If an access right-of-way is negotiated with the landowner, then it shall be accurately drawn on the map.

- (7) The title block of each map shall read, "Conservation Easement Survey for the State of North Carolina, Ecosystem Enhancement Program, and the Project or Stream name". The Project Name should include the EEP project ID number and the SPO number. The title block shall contain the property designation, name of the owner, location, date surveyed, scale of the drawing, name, address, registration number and seal of the SURVEYOR.
- (8) The North arrow shall be accurately positioned and designated as NC Grid North NAD83 (NSRS2007).
- (9) Property corners shall be adequately identified, marked and labeled. Accurately locate the existing corners, easements, dwellings, improvements, roadways, watercourses (including streams and creeks) that cross boundary lines. When a stream is the boundary line and will be relocated, the SURVEYOR must mark and plat the location of the original property line in relationship to the new stream channel.
- (10) All surveys shall be tied to the North Carolina State Plane Coordinate System NAD83 (NSRS2007) per the Standards of Practice for Land Surveying in North Carolina, Title 21 NCAC 56.1602(g), regardless of whether the property is or is not within 2,000 feet of a geodetic monument and with application of 21-56.1607 GLOBAL POSITIONING SYSTEM SURVEYS or 21-56.1603 CLASSIFICATION OF BOUNDARY SURVEYS.
- (11) Courses and distances of all boundary lines and other lines shall be lettered neatly there upon in feet and hundredths of a foot and in degrees, minutes and seconds, if available.
- (12) The names of all adjoining owners or utilities bordering on or crossing the premises or tract, the names of the principal and adjoining streams, the names and numbers of roads and highways, easements, and other pertinent details shall be indicated, defined and located on the map if they are visible and cross or form a boundary of the property being surveyed. All control corners, coordinated markers and permanent markers or monuments on adjoining properties shall be identified and located on the map.
- (13) Where a boundary of a tract is formed by a curved line, the actual survey data from point of curvature of the curve to the point of tangency shall be shown on the face of the map. Where a boundary of a tract is formed by a creek or river, offset traverse shall be run and offset points shown on map with reference to boundary points in center of stream as called for in the deed.
- (14) All easements and encroachments on the property being surveyed shall be accurately located and clearly indicated on the map. All manholes and power poles on the property within 100 feet of the proposed conservation easement shall also be located and shown.
- (15) The SURVEYOR shall furnish to the DEPARTMENT his professional survey of certain parcels of land, or designated parts thereof as indicated:

**Project Description:**      **SPO File Number** \_\_\_\_\_  
    **NC EEP Project #** \_\_\_\_\_  
    **NC Ecosystem Enhancement Program**  
    **Project Name** \_\_\_\_\_  
    **Owner:** \_\_\_\_\_

- (16) SURVEYOR shall provide copies of the preliminary survey to the DEPARTMENT for further review by the State Property Office. SURVEYOR may email a ".dwg" or AutoCAD file and an ArcGIS shape file whenever possible to [your.name@ncmail.net](mailto:your.name@ncmail.net). Files must be geo-referenced and projected in NC State Plane Coordinates, NAD83 (NSRS 2007), in US Survey Feet. The State Property Office can print out paper copies and review as needed. For partial acquisitions, the property owners must be given an opportunity to review the survey after approval by SPO. When

complete, the SURVEYOR shall furnish to the DEPARTMENT a plat suitable for recording with the County Register of Deeds office for the properties surveyed.

- (17) For and in consideration of his services in furnishing said survey and written description, the SURVEYOR shall be paid as indicated:

**Property:**

**Fee:**

The boundary marking and electronic files must be checked and approved by NC EEP before payment will be issued.

- (18) The SURVEYOR agrees to fully complete all of the surveys herein set out and to furnish the DEPARTMENT a recorded original and two (2) copies of each survey together with a written description on or before \_\_\_\_\_. SURVEYOR is required to provide a final “.dwg” or AutoCAD file and an ArcGIS shape file to [your.name@ncmail.net](mailto:your.name@ncmail.net). A table of coordinates for all property corners must also be provided. All files must be geo-referenced and projected in NC State Plane Coordinates, NAD83 (NSRS 2007), in US Survey Feet. In the event the SURVEYOR fails to provide survey services by the date shown, the DEPARTMENT shall consider the services of the said SURVEYOR terminated and shall not be liable for the payment for survey submitted after said date. In the event of extenuating circumstances and upon written application by the SURVEYOR, a written extension of time may, at the option of the DEPARTMENT, be granted.

- (19) In accordance with G.S. 14-234 and G.S. 143-63, no public official (including the Secretary of the Department of Administration, any assistant of the Secretary, any member of the Advisory Budget Commission or any employee of any State Department, agency or institution) may directly or indirectly benefit or otherwise participate in the expenditure of public funds, under this contract. Nor shall any public official be awarded by rebate, gifts or otherwise any money or anything of value. Nor shall there be any possible obligation or contract for future reward or compensation.

The SURVEYOR warrants that no public official has any interest (whether personal or that of a corporation, partnership, or association) in this Contract or its proceeds.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

\_\_\_\_\_  
**SURVEYOR**

**Federal ID Number:** \_\_\_\_\_

**NC Department of Administration**

**By:** \_\_\_\_\_  
**June W. Michaux, Director, State Property Office**