



ROAD NAME \_\_\_\_\_ SUBDIVISION \_\_\_\_\_ NEAREST INTERSECTION \_\_\_\_\_

TOWN OF HUNTERSVILLE

RIGHT OF WAY ENCROACHMENT AGREEMENT  
FOR ALL ENCROACHMENTS ON TOWN  
MAINTAINED ROADWAYS

-AND-

\_\_\_\_\_

\_\_\_\_\_

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Huntersville Engineering & Public Works, party of the first part; and \_\_\_\_\_ party of the second part,

WITNESSETH

THAT WHEREAS the party of the second part desires to encroach on the right of way of the public road designated as \_\_\_\_\_, with the following:

PROJECT DESCRIPTION \_\_\_\_\_

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

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

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

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

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

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

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

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

That the party of the second part agrees to notify the Director of Engineering and Public Works 72 hours prior to the start of construction.

That the party of the second part agrees to notify all adjacent property owners by means of door hangers, flyers etc. a minimum of seven days prior to the start of construction.

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

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

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

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

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

TOWN OF HUNTERSVILLE

BY: \_\_\_\_\_  
Public Works Director

ATTEST OR WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Second Party

\*Where applicable, please attach plans or drawings describing the desired encroachment.

PLEASE FILL IN THE APPLICABLE INFORMATION BELOW.

REASON FOR ENCROACHMENT: \_\_\_\_\_  
\_\_\_\_\_

PROPOSED METHOD (Circle one):    BORE (preferred)                      OPEN CUT

IF CUT,                      APPROX. LENGTH OF CUT (min. 10'): \_\_\_\_\_

APPROX. WIDTH OF CUT (min. 10'): \_\_\_\_\_

APPROX. TOTAL SF (min. 100 SF): \_\_\_\_\_

ESTIMATED FEE (min. \$500) =        \$5.00 X \_\_\_\_\_ SF = \$ \_\_\_\_\_

\*Make checks payable to "Town of Huntersville".