

STREET(S)
or Address: _____
PROJECT: _____

STATE OF NORTH CAROLINA
ORANGE COUNTY

**TOWN OF CARRBORO
-AND-**

**RIGHT OF WAY ENCROACHMENT AGREEMENT
TOWN OF CARRBORO STREETS**

Contact person/Company Name: _____

Address: _____

Phone/email: _____

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the Town of Carrboro, hereinafter "Town"; and hereinafter "Encroacher",

W I T N E S S E T H

THAT WHEREAS, the Encroacher desires to encroach on the right of way of the public street designated as: _____, with the construction and/or erection of _____ (hereinafter "facilities").

WHEREAS, it is to the material advantage of the Encroacher to effect this encroachment, and the Town 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, to the extent it has a sufficient legal interest in the subject street to make such a grant, the Town hereby grants to the Encroacher 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:

1. That the installation, operation, and maintenance of the above-described facilities will be accomplished in accordance with the attached plans and specifications and in accordance with the Town's requirements.
2. That the Encroacher binds and obligates himself to install and maintain the encroaching facilities in such safe and proper condition that they will not interfere with or endanger travel upon the street, or obstruct or interfere with the proper maintenance thereof, and to reimburse the Town 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 Encroacher. If, at any time the Town shall require the removal of or changes in the location of the facilities, that Encroacher binds himself, his successors and assigns, to remove or alter the facilities and restore the site as nearly as possible to its original condition as soon as reasonably possible after receipt of notice from the Town, without any cost to the Town.
3. That during construction and any subsequent maintenance, the Encroacher agrees to provide proper signs, signals, lights, flaggers, and other warning devices for the protection of traffic.
4. That the Encroacher agrees that all excavations and trenching operations shall conform to the Occupational Safety and Health Administration's regulations as outlined in the Federal Register (Vol. 54. . . Number 209. . . Pages 45949-45991. . . October 1989. . . Subpart P "Excavations"), or such other safety regulations as may be applicable and in effect at the time the work is being performed.
5. That the Encroacher hereby agrees to indemnify and save harmless the Town from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroachment.
6. That the Encroacher agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Town's Public Work's Director. The Encroacher 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 Department of Environment and Natural Resources (and/or such other State agency as may have jurisdiction over the work), 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 Encroacher agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Town's Public Works Director.
7. That the Encroacher agrees to assume the actual cost of any inspection of the work related to the installation and maintenance of the encroachment that may reasonably be required by the Town's Public Works Director, and shall pay all fees and costs as required by the Town's current Fee Schedule.

(April 2019)

8. That the Encroacher agrees to have available at the construction site, at all times during construction, a copy of this Agreement showing evidence of approval by the Town. The Town reserves the right to stop all work unless evidence of approval can be shown.
9. Provided the work contained in this Agreement is being performed on a completed street open to traffic, the Encroacher agrees to give written notice to the Town's Public Works Director when all work contained herein has been completed. Unless specifically requested by the Town, written notice of completion of work on street projects under construction will not be required.
10. That in the case of noncompliance with the terms of this agreement by the Encroacher, the Town reserves the right to stop all work until the facilities have been brought into compliance or removed from the right of way at no cost to the Town. 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 Town unless written waiver is secured by the Encroacher from the Town.

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

COMPANY NAME: _____

TOWN OF CARRBORO

BY: _____

BY: _____

Public Works Superintendent

TITLE: _____

BY: _____

ATTEST: _____

Streets Supervisor

STIPULATIONS ATTACHED: YES NO

Permit Fee is \$100.00 payable to Town of Carrboro

INSTRUCTIONS

In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and the title of all persons signing the agreement should be typed directly below their signature.

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

1. All roadways and ramps;
2. Right of way lines and, where applicable, the control of access lines;
3. Location of the existing and/or proposed encroachment;
4. Length, size, and type of encroachment;
5. Method of installation;
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, structures, etc.;
7. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure);
8. Method of attachment to drainage structures or bridges;
9. Manhole design;
10. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.;
11. Length, size, and type of encasement where required;
12. On underground crossings, notation as to method of crossing – boring and jacket, open cut, etc.; and
13. Location of vents.

GENERAL REQUIREMENTS

1. All crossings should be as near as possible normal to the centerline of the highway.
2. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
3. Encasements shall extend from ditch line to ditch line cut sections and 5' beyond toe of slopes in fill sections.
4. All vents should be extended to the right of way line or as otherwise required by Town.
5. Any special provisions of specifications as to the performance of the work of the method of construction that may be required by the Town must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans.
6. The Town's Public Works Director should be given notice by the applicant prior to actual starting of installation included in this agreement.