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| TOWN OF ROLESVILLE | | STATE OF NORTH CAROLINA |
|  | |  |
| ENCROACHMENT AGREEMENT | | COUNTY OF WAKE |
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| TOWN OF ROLESVILLE | | **RIGHT-OF-WAY ENCROACHMENT** |
| and | | **AGREEMENT** |
|  |  | **MUNICIPAL STREET SYSTEM** |
|  |  | **STANDARD FORM** |
|  |  |  |
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**THIS AGREEMENT**, made and entered into the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, by and between the **Town of Rolesville**, hereinafter referred to as “**TOWN**” and , hereafter referred to as “**COMPANY**”.

**WITNESSETH:**

**THAT WHEREAS**, the Company desires to encroach on the right-of-way of the public road designated as located with the construction and/or erection of .

**WHEREAS**, it is the material advantage of the Company to effect this encroachment, and the Town in the exercise of authority conferred to 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 Town hereby grants to the Company the right and privilege to make this encroachment as shown on the attached plan sheet(s), specifications, and special provisions that are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the City of Raleigh’s Street Design Details and other town ordinances and policies as applicable.

That the said Company binds and obligates itself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said street, nor obstruct nor interfere with the proper maintenance thereof. The Company agrees 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 Company.

That, if any time the Town shall require the removal of, or changes in, the location of the said facilities, then the Company binds itself, its successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the Town.

That the Company 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 NCDOT’s Work Zone Traffic Control requirements, and the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto.

That the Company agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Town.

The Company agrees to give notice to the Town both before work is initiated and once all work contained herein has been completed.

The Company agrees to and does hereby hold the Town, its officers, council members, and employees harmless from any and all liability arising out of such negligence, omission, defect, or other cause of action; that it will defend the Town, its officers, council members, and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reasons of such negligence, omission, defect, or other cause of action arising out of the installation, erection, repair, maintenance, location or removal of the above described facility.

This encroachment agreement only covers work within Town Right-of-Way. The encroacher is responsible for obtaining encroachment from NCDOT on NCDOT roads. Town does not guarantee the right of way on Town roads. If the right-of-way on Town roadways was not obtained by the fee simple method, it is the responsibility of the encroacher to obtain permission from the underlying property owner/owners.

Encroacher shall be responsible for obtaining all necessary permanent and/or temporary construction, drainage, utility and/or sight distance easements. All Right-of-Way and easements necessary for construction and maintenance shall be dedicated to Town with proof of dedication furnished to the Town Manager prior to beginning work.

**IN WITNESS WHEREOF**, each of the parties to this agreement has caused the same to be executed as of the date first above written.

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| **TOWN OF ROLESVILLE** | | | |  |  |
|  | | | |  | Name of Company |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |  |  |
| Town Manager | | | |  | Signature |
|  | | | |  |  |
| **NO OPEN STREET CUTS** | | | |  | Please print name and title |
| **THIS ENCROACHMENT REQUEST** | | | |  |  |
| **INCLUDES** (Applicant to check all that are applicable) | | | |  | Address |
| Bore(s) of roadway(s) | | | |  |  |
| Repair of existing facilities | | | |  | City, State & Zip |
|  | overhead |  |  |  |  |
|  | underground |  |  |  | Fax Telephone |
|  |  | Inspector Name | Phone Number |  |  |
| New overhead facilities | |  | 24-Hour **Emergency Contact and telephone number** |

**NOTES:**

**1. Call North Carolina One-Call Center, Inc. at 1-800-632-4949 for Town Utility locations 48 hours before digging. Field locates by Town personnel shall be approximate. It shall be the responsibility of the Company to spot-locate utilities.**

**2. Attach 8 ½” x 11” Plans to this Document.**

**3. A copy of this document must be present on the job site at all times.**

**4. The installation of utilities in Town of Rolesville’s right-of-way may be performed only during regular business hours (8:00 a.m. to 4:00 p.m.) on Monday through Thursday and between 8:00 a.m. and 12:00 noon on Fridays. No work shall be performed in the Town’s right-of-way on weekends or holidays.**

**5. Utility Inspector must be notified prior to commencing work.**

**6. All bores must be minimum 24 inches in depth.**

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| *Copy to Utility Company* |  |
| *Copy to Notebook* |  |
| *Copy to Public Works* | *$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Total Fee* |
| *Copy to Police Dept. Chief* |  |