

180.03.03 – ENCROACHMENT AGREEMENT

TOWN OF FUQUAY-VARINA
ENCROACHMENT AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

TOWN OF FUQUAY-VARINA and

RIGHT-OF-WAY ENCROACHMENT AGREEMENT
MUNICIPAL STREET SYSTEM
STANDARD FORM

THIS AGREEMENT, made and entered into the _____ day of _____, 20____, by and between the **Town of Fuquay-Varina**, herein after referred to as "**Town**" and _____, herein after 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 to 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 Town of Fuquay-Varina Engineering Design and Construction Standards 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 Town standards 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.

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 six (6) months from the date of authorization by the Town unless written waiver is secured by the Company from the Town.

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

TOWN OF FUQUAY-VARINA
ENGINEERING DEPARTMENT

Signature of Town Manager (or designee)

Company Name

Signature of Company Official

Please Print Name and Title

Address of Company

City, State, Zip

Phone No.

Fax No.

24-hr Emergency Phone No.

NOTES:

1. Call the NC811 Notification Center at 811 or 1-800-632-4949 for locate markings no less than 3 full working days prior to start of excavation/demolition. It is the responsibility of the excavator to use non-mechanized excavation practices to spot locate Town utilities.
2. Attach 8 1/2" 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 Fuquay-Varina 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.