

**TOWN OF HOLLY SPRINGS
ENCROACHMENT AGREEMENT**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**TOWN OF HOLLY SPRINGS
and
AGREEMENT**

RIGHT-OF-WAY ENCROACHMENT

**MUNICIPAL STREET SYSTEM
STANDARD FORM**

THIS AGREEMENT, made and entered into the _____ day of _____, 20____, by and between the **Town of Holly Springs**, 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 affect 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 Holly Springs 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 if construction and installation have not commenced that this agreement shall become void after six (6) months from the date of authorization by the Town unless written waiver is secured by the Company from the Town.

This encroachment agreement only covers work within Town Rights-of-Way. The encroacher is responsible for obtaining encroachment agreements and/or permits from NCDOT on NCDOT roads. NCDOT/Town does not guarantee the right of way on roadways. If the right of way on NCDOT 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. The encroacher is also responsible for verifying all right-of-way on Town roads.

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 the Town with proof of dedication furnished to the Town Attorney 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.

**TOWN OF HOLLY SPRINGS
DEVELOPMENT SERVICES DEPARTMENT**

Name of Company

By: _____
Director of Development Services (or designee)

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

Email

Telephone

☐ New overhead facilities 24-Hour **Emergency contact and telephone number:**

Name:

Phone:

NOTE: Town Development Services Inspector must be notified prior to commencing work

Development Services Encroachment Inspections

919-577-3111

NOTES:

1. Call North Carolina One-Call Center, Inc. at 1-800-632-4949 for Town Utility locations 48 hours before digging. Field locations by Town personnel will be approximate. It is the responsibility of the "Company" to spot-locate Holly Springs' 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 Holly Springs' 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. All bores must be minimum 24 inches in depth