

ROUTE _____ PROJECT _____

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
FOR NON-UTILITY ENCROACHMENTS ON
PRIMARY AND SECONDARY HIGHWAYS

-AND-

THIS AGREEMENT, made and entered into this the _____ day of _____, 19____,
by and between the Department of Transportation, party of the first part; and
_____ party of the second part,

W I T N E S S E T H

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

WHEREAS, it is to the material advantage of the party of the second part to
effect this encroachment, and the party of the first part in the exercise of author-
ity 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 agree-
ment;

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 Division 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 respon-
sibility 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 Division 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 the 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 Division 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 Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construc-
tion, 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 Division 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 con-
templated 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.

DEPARTMENT OF TRANSPORTATION

BY: _____
Asst. Manager of Right of Way

ATTEST OR WITNESS:

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names 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 proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.