

Prepared By: _____

Revision Date: 11-06-2015

Return To: _____

STATE OF NORTH CAROLINA

TOWN OF CHAPEL HILL

ORANGE COUNTY

ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT, by and between _____ (the "Licensee"), whose address is _____, and the Town of Chapel Hill, a municipal corporation under the laws of the State of North Carolina with its principal offices at 405 Martin Luther King Jr. Boulevard, Chapel Hill, NC 27514 (the "Town"), is made this _____ day of _____, 20__.

WITNESSETH THAT:

WHEREAS, the Licensee desires to encroach upon the right-of-way of the public road designated as _____, located _____ with the construction, installation, and/or erection of _____ to benefit property known as _____; and

WHEREAS, the Town owns and maintains the right-of-way of _____

_____.

NOW, THEREFORE, for and in consideration of performance of the conditions hereinafter set forth on the part of the Licensee, the Town hereby grants to the Licensee a license and right to encroach upon the right-of-way of said public road at the location(s) described above to construct, install,

erect, and maintain the above described encroachment in generally the location shown on the attached map, together with the right of ingress and egress within said area whenever the same is necessary for the purpose of inspecting, maintaining and/or repairing said encroachment.

This Encroachment Agreement is subject to, and conditioned upon, the following covenants and provisions.

1. This Encroachment Agreement shall run with the Town's and Licensee's lands, and shall be binding upon each party's respective successors in interest or title.
2. The Licensee, and his/their successors in interest or title, shall be responsible for construction, reconstruction, maintenance, and repair of the above described encroachment at no cost to the Town.
3. The Licensee, and his/their successors in interest or title, shall comply with any applicable Town ordinances, regulations, and policies regarding construction and maintenance of said encroachment.
4. The Licensee, and his/their successors in interest or title, agrees to defend, indemnify, and hold the Town of Chapel Hill and its employees and agents free and harmless from and against any and all damages, settlements, charges, professional fees, or other liabilities of every kind arising out of or relating to any and all claims, actions, and proceedings in connection with or arising directly out of the construction, installation, maintenance, or erection upon the right-of-way.
5. The Town may, upon thirty (30) days' written notice by the Town Manager, require removal or relocation of all or a portion of said encroachment upon the right-of-way. Provided, however, that in the event removal or relocation is necessary for public purposes, and thirty (30) days' notice is not possible, the Town may require removal or relocation within such time as it deems it can reasonably provide under the circumstances. Such removal or relocation shall be at the Licensee's expense, or at the expense of his/their successors in interest or title, to allow public improvements in the right-of-way or for other reasonable cause, and upon said relocation or removal this license and encroachment agreement shall terminate and cease.
6. The Licensee, and his/their successors in interest or title, agrees to prudently maintain the facility so it will not adversely affect the public health, safety, or welfare.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

TOWN OF CHAPEL HILL, a municipal corporation

By: _____
LANCE NORRIS
DIRECTOR OF PUBLIC WORKS

ATTEST BY (ACTING) TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20____.

Approved as to Form and Authorization

TOWN LEGAL STAFF

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the above named County and State, certify that _____ personally came before me this day and acknowledged that she is the (Acting) Town Clerk of the Town of Chapel Hill, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Lance Norris, its Director of Public Works, sealed with its corporate seal, and attested by her as its (Acting) Town Clerk.

Witness my hand and seal, this _____ day of _____, 201__.

Notary Public

(Official Seal)

Printed Name of Notary Public

My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LICENSEE:

NAME: _____

By: _____

Printed Name: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the above named County and State do hereby certify that the due execution of the foregoing Encroachment Agreement was this day acknowledged before me by _____ for the purposes therein expressed.

Witness my hand and seal, this _____ day of _____, 201__.

Notary Public

(Official Seal)

Printed Name of Notary Public

My commission expires: _____

{INSERT MAP}