



Stallings

315 Stallings Road • Stallings, North Carolina 28104

MINOR RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20, by and between the Town of Stallings, hereinafter referred to as the "TOWN," and _____, hereinafter referred to as the "APPLICANT."

PROJECT INFORMATION

Property/Project Name: _____

Right-of-Way/Street: _____

Location/Address: _____

Description of Proposed Encroachment:

A sketch, aerial photograph, site plan, or other exhibit depicting the proposed location of the encroachment shall be attached to and incorporated into this Agreement.

1. Purpose and Applicability

- This Minor Right-of-Way Encroachment Agreement is intended for limited-scope, low-impact, non-standard improvements within Town-controlled right-of-way that do not, in the determination of the Town Engineer or designee, require a Major Right-of-Way Encroachment Agreement.
- Minor encroachments may include, but are not limited to, non-standard signage, decorative or neighborhood identification features, landscaping, irrigation, minor hardscape improvements, or similar installations.
- The Town Engineer or designee may require a Major Right-of-Way Encroachment Agreement based upon the scope, complexity, location, safety considerations, amount of right-of-way disturbance, potential impact to Town infrastructure, or other characteristics of the proposed work, regardless of its physical size.

2. Approval Limited to Right-of-Way Encroachment

- Approval of this Agreement authorizes only the encroachment identified herein and at the location approved by the Town.

- Town approval does not represent or warrant that the Applicant possesses any private property rights, easements, licenses, permits, utility clearances, or other approvals that may be necessary to perform the work.
- The Applicant is solely responsible for obtaining all other required approvals.
- No modification, expansion, relocation, or replacement of the approved encroachment shall occur without prior written approval from the Town.

3. Installation and Safety

- The encroachment shall be installed and maintained in accordance with all applicable Town ordinances, policies, standards, approved exhibits, and applicable law.
- The encroachment shall not:
 - Obstruct or adversely affect vehicular, bicycle, or pedestrian travel;
 - Obstruct required sight distance;
 - Interfere with drainage or stormwater conveyance;
 - Interfere with existing or future utilities;
 - Obstruct sidewalks, curb ramps, accessible pedestrian routes, or other public facilities;
 - Create a public safety hazard or nuisance; or
 - Interfere with the Town's operation, maintenance, repair, or improvement of the right-of-way.
- The Town may require reasonable modifications to the location or installation prior to approval.

4. Private Ownership and Maintenance

- The Applicant acknowledges that the approved encroachment is a non-standard, privately owned and maintained improvement.
- The Applicant, and any approved successor or assignee, shall be solely responsible for all inspection, maintenance, repair, replacement, and upkeep of the encroachment.
- The Town assumes no responsibility or obligation to inspect, maintain, repair, replace, or preserve the encroachment.
- The Applicant shall maintain the encroachment in a safe and serviceable condition at all times.

5. Damage and Restoration

- The Applicant shall be responsible for any damage to Town streets, sidewalks, curb and gutter, drainage facilities, landscaping, utilities, or other public infrastructure resulting from the installation, existence, maintenance, repair, replacement, or removal of the encroachment.
- All disturbed areas shall be restored to the reasonable satisfaction of the Town and at no cost to the Town.
- Restoration may include, as applicable, replacement of pavement, sidewalk, curb and gutter, topsoil, sod or grass cover, stabilization, erosion control, landscaping, or other improvements.

6. Utility Locations

- Prior to any excavation, the Applicant shall contact NC 811 and any other applicable utility owners or agencies and shall be responsible for determining the location of existing utilities.
- The Applicant shall be solely responsible for damage to utilities caused by its work.

7. Insurance and Security

- The Applicant shall maintain any insurance required by applicable law.
- The Town Engineer or designee may require proof of general liability insurance, a restoration bond, letter of credit, or other security when reasonably necessary based upon the nature of the work, potential damage to public infrastructure, or risk associated with the encroachment.
- Any required insurance or security shall be provided prior to commencement of work.

8. Town Access

- Nothing in this Agreement shall restrict the Town's right to enter, use, maintain, repair, reconstruct, expand, or otherwise perform work within the public right-of-way.
- The Town shall not be responsible for damage to the encroachment resulting from lawful Town maintenance, construction, emergency response, utility work, or other public-purpose activities within the right-of-way, except to the extent otherwise required by law.

9. Removal or Relocation

- The Applicant acknowledges that placement of a private improvement within public right-of-way is permissive and subordinate to the public use of the right-of-way.
- If the Town determines that the encroachment conflicts with a roadway, sidewalk, drainage, utility, transportation, public-safety, maintenance, or other public purpose, the Applicant shall, upon written notice from the Town, relocate, modify, or remove the encroachment at the Applicant's sole cost.
- Unless an immediate safety concern exists, the Town will provide a reasonable period for compliance.

10. Noncompliance and Revocation

- The Town may revoke this Agreement or direct corrective action if:
 - The encroachment is not installed in accordance with the approved location or conditions;
 - The Applicant fails to maintain the encroachment;
 - The encroachment creates a safety hazard, nuisance, drainage problem, accessibility issue, or interference with public infrastructure;
 - The Applicant violates the terms of this Agreement; or
 - Removal is reasonably required for a public purpose.
- Upon revocation, the Applicant shall remove the encroachment and restore the right-of-way at its sole cost.

11. Indemnification

- To the fullest extent permitted by law, the Applicant agrees to indemnify, defend, and hold harmless the Town of Stallings and its elected officials, officers, employees, and agents from claims, damages, losses, costs, and liabilities arising from the installation, existence, operation, maintenance, repair, replacement, relocation, or removal of the encroachment, except to the extent caused by the negligence or willful misconduct of the Town.

12. Assignment and Continuing Responsibility

- This Agreement shall not be assigned or transferred without prior written approval from the Town.
- Any approved successor or assignee shall assume all obligations associated with the encroachment.
- For encroachments installed by a homeowners association, property owners association, or similar organization, the organization shall remain responsible for the encroachment unless responsibility is formally transferred in writing and accepted by the Town.

Gateway to Union County

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13. Commencement

This Agreement shall become void if the approved work is not commenced within twelve (12) months of Town approval unless an extension is approved in writing by the Town Engineer or designee.

14. Special Conditions

The following additional conditions apply:

15. Acceptance

By signing below, the Applicant acknowledges that it has reviewed this Agreement, accepts responsibility for the encroachment, and agrees to comply with all conditions of approval.

TOWN OF STALLINGS

By: _____

Town Engineer or Designee

Date: _____

APPLICANT

Name/Organization: _____

Signature: _____

Printed Name & Title: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Email: _____

Emergency Contact, if applicable: _____

Date: _____