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Town of  
**Stallings**

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315 Stallings Road ▪ Stallings, North Carolina 28104

## **ENCROACHMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Stallings, herein referred to as “TOWN,” and \_\_\_\_\_, herein referred to as “COMPANY” (or “GRANTEE”).

### **WITNESSETH:**

**WHEREAS**, the Company desires to encroach upon the right-of-way of the public road designated as \_\_\_\_\_, located at \_\_\_\_\_, 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 subject to the conditions of this Agreement;

### **NOW, THEREFORE, IT IS AGREED:**

#### **1. Definitions**

- a. *Facility* means any structure, installation, improvement, or object located within the Right-of-Way, including but not limited to utility facilities such as poles, towers, water or sewer lines, stormwater pipes or structures, gas lines, telecommunications lines or equipment, conduits, and power lines, as well as non-standard items such as decorative lighting, signage, landscaping, irrigation systems, monuments, hardscape features, or similar improvements.
- b. *Right-of-Way* means the area on, below, and above an existing or proposed public roadway, highway, street, bicycle lane, or sidewalk, and associated adjacent land, in which the Town has a property interest, whether by easement or fee, and regardless of how acquired or established, for public travel and utility purposes.

#### **2. Compliance with Standards**

- a. The installation, operation, and maintenance of the facility shall be performed in accordance with all applicable Town ordinances, policies, construction standards, and the most current editions of the North Carolina Department of Transportation (NCDOT) Standard Specifications and Roadway Standard Drawings.
- b. If standards are updated, future modifications or maintenance shall comply with the updated standards unless the Town grants a written exception.

#### **3. Maintenance & Restoration**

- a. The Company shall be solely responsible for the installation and ongoing maintenance of all facilities, including any non-standard items (e.g., decorative lighting, landscaping, signage). The Town shall not be obligated to maintain, repair, or replace such facilities.
- b. The Company shall restore all areas disturbed during installation or maintenance to the reasonable satisfaction of the Town. Restoration shall include replacement of sod or reestablishment of grass cover, stabilization of disturbed soil, and erosion control.
- c. Any repairs to Town roadways, structures, or infrastructure required as a result of the encroachment shall be completed by the Company at its sole cost.

#### **4. Insurance & Bonding**

- a. Prior to beginning work, the Company shall provide proof of general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence, including coverage for collapse and underground property damage, naming the Town as an Additional Insured.
- b. At the discretion of the Town Engineer or designee, the Company shall post a performance bond or continuing indemnity bond in an amount set by the Town Engineer or designee (not less than \$5,000 or 10% of project cost, whichever is greater) to guarantee completion, restoration, and maintenance obligations.

#### **5. Filing of Information**

The Company shall file and maintain current information with the Town, including:

- a. Name, address, telephone number, and e-mail of a local representative available during normal business hours.
- b. Emergency contact information.
- c. Certificates of authority to provide utility services from the NC Utilities Commission or other applicable agency.
- d. Names and contact information for contractors authorized to work within the Right-of-Way.
- e. Up-to-date maps and/or GIS files of facilities within Town limits.

#### **6. Permits, Plans, & As-Builts**

- a. The Company shall acquire all required permits and maintain copies onsite.
- b. Detailed construction plans (11" × 17" minimum), sealed by a licensed professional engineer when applicable, shall be attached to and incorporated into this Agreement.
- c. As-built drawings, sealed by a licensed professional engineer or surveyor, shall be submitted within thirty (30) days of project completion.
- d. The Town may require digital files, such as GIS or AutoCAD, at its discretion.
- e. The Company must obtain written approval from the Town prior to placing any pole, pedestal, cabinet, or other above-ground facility within the Right-of-Way.

#### **7. Notice & Inspections**

- a. The Company shall provide the Town with at least forty-eight (48) hours' written notice prior to starting work and again upon completion.
- b. The Company shall provide written notice to all affected property owners at least seven (7) calendar days prior to commencing work. Such notice shall include project management contact information for questions or concerns related to the work described herein.
- c. The Town reserves the right to inspect the work at any stage and upon completion. Final acceptance shall be required prior to the release of any bond.

#### **8. Commencement & Termination**

- a. This Agreement shall be void if construction is not commenced within twelve (12) months from the date of authorization by the Town, unless a written waiver is granted.
- b. The Town may revoke this Agreement if the Company fails to comply with its terms, if the encroachment interferes with public safety, or if the Town determines removal is necessary for roadway improvements or other public purposes. Upon revocation, the Company shall, at its sole cost, remove or alter facilities as directed.

#### **9. Removal & Relocation**

- a. If the Town requires removal or relocation of facilities located within the Right-of-Way, the Company shall promptly comply at no cost to the Town.

#### **10. Abandoned Facilities**

- a. Facilities not used or maintained shall be deemed abandoned. The Company shall either remove the facility or request permission to leave it in place. If the Town denies such request, the Company shall remove the facility within a reasonable period specified by the Town.
- b. The Town shall not be liable for any damage to or removal of abandoned facilities.

**11. Stop Work**

- a. In the event of non-compliance with this Agreement, or if work poses a safety hazard or public nuisance, the Town may issue a written Stop Work Order. All activities must immediately cease until the facility is brought into compliance or removed at the Company's sole expense.

**12. Indemnification**

- a. The Company agrees to indemnify, defend, and hold harmless the Town, its officers, employees, and agents from all claims, damages, costs, and liabilities arising out of the installation, operation, maintenance, or removal of facilities under this Agreement.

**13. Assignment**

- a. This Agreement shall not be assigned or transferred without prior written consent of the Town. Any approved assignee shall assume all obligations herein.

**14. Utility Locates**

- a. The Company shall contact NC 811 and Union County Public Utilities (or successor agencies) prior to excavation and shall be responsible for field verification of all utilities.

**15. Work Restrictions**

- a. No work within the Right-of-Way shall be performed on weekends or holidays unless otherwise authorized in writing.
- b. Work shall occur between 7:00 a.m. and 9:00 p.m. on weekdays unless otherwise authorized in writing.
- c. All bores shall be installed at a minimum depth of thirty-six (36) inches below grade unless otherwise approved. The Town reserves the right to require greater burial depth for specific installations.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.**  
**TOWN OF STALLINGS**

By: \_\_\_\_\_  
Town Engineer (or Designee)

COMPANY:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

24-Hour Emergency Contact: \_\_\_\_\_