

CITY OF HICKORY

RIGHT OF WAY ENCROACHMENT AGREEMENT

-AND-

CITY-MAINTAINED STREETS

THIS AGREEMENT, made and entered into this the ____ day of _____ 20 ____ by and between the City of Hickory, Grantor; and

Grantee,

WITNESSETH

THAT WHEREAS, the Grantee desires to encroach on the right of way of the public road designated as Route(s) _____, located _____

with the construction and/or erection of: _____

WHEREAS, it is to the material advantage of the Grantee to effect this encroachment, and Grantor in the exercise of authority 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 agreement;

NOW, THEREFORE, IT IS AGREED that Grantor hereby grants to Grantee 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 Grantee 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 Grantor 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 Grantee, and if at any time Grantor shall require the removal of or changes in the location of the said facilities, that Grantee 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 Grantor.

That Grantee 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.

That Grantee hereby agrees to indemnify and save harmless Grantor from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That Grantee agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the City of Hickory Engineering Department of Grantor. Grantee 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 Department of Environmental Quality and with ordinances and regulations of the City of Hickory relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, Grantee agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the City of Hickory Engineering Department of Grantor.

That Grantee agrees to assume the actual cost of any inspection of the work considered to be necessary by the City of Hickory Engineering Department of Grantor.

That Grantee agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by Grantor. Grantor 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; Grantee agrees to give written notice to the City of Hickory Engineering Department of Grantor when all work contained herein has been completed. Unless specifically requested by Grantor, written notice of completion of work on highway projects under construction shall be provided.

That in the case of noncompliance with the terms of this agreement by Grantee, Grantor 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 Grantor.

That it is agreed by both Grantor and Grantee that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by Grantor unless written waiver is secured by Grantee from Grantor.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

CITY OF HICKORY

BY: _____

CITY MANAGER

Grantor

ATTEST OR WITNESS:

Grantee

This agreement must have the corporate seal and be attested by the empowered City official. In the space provided in this agreement for execution, the name of the corporation 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 existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. 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.
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the City of Hickory Engineering Department prior to submission of encroachment agreement for approval by the City of Hickory.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the City of Hickory Manual of Practice.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the North Carolina Department of Transportation.
7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the City of Hickory must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
8. The Engineering Department of the City of Hickory shall be given notice by the applicant prior to actual starting of installation included in this agreement.