

STATE OF NORTH CAROLINA

ENCROACHMENT AGREEMENT

COUNTY OF CHATHAM

THIS AGREEMENT, made and entered into this the 28th day of March 2011 by and between the TOWN OF PITTSBORO , hereinafter referred to as "Town"; and the COUNTY OF CHATHAM, hereinafter referred to as "County";

WITNESSETH:

WHEREAS, the County desires to encroach on the right of way of the public streets designated as South Street and Chatham Streets located south of the Chatham County Courthouse Annex in the Town of Pittsboro with the conversion of the existing vehicular roadway of South Street into a pedestrian walkway and the construction of a raised pedestrian walkway across the right of way of Chatham Street, all in accordance with the site plan for the County's Justice Center prepared by Corley Redfoot Zack Inc., dated September 8, 2010; and

WHEREAS, it is to the material advantage of the County to effect this encroachment, and the Town 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 the Town hereby grants to the County 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:

1. That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the Town's latest policies and procedures, if any, for accommodating utilities on street rights-of-way, and such revisions and amendments thereto as may be in effect at the date of this agreement.

2. That the said County binds and obligates itself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger pedestrian travel upon said streets nor obstruct nor interfere with the proper maintenance thereof, to reimburse the Town for the cost incurred for any repairs or maintenance to its streets and structures necessary due to the installation and existence of the facilities of the County.

3. That the County agrees to provide during construction and any subsequent maintenance proper signs, lighting, flagmen and other warning devices for the protection of traffic and the public.

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

5. That the County agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Town. The County 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 applicable ordinances and regulations relating to pollution prevention and control.

6. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the County agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Town.

7. The County agrees to give written notice to the Town when all work contained herein has been completed.

8. That in the case of noncompliance with the terms of this agreement by the County, the Town 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 Town.

9. That it is agreed by both parties 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 the Town unless written waiver is secured by the County from the Town.

IN WITNESS WHEREOF, the parties have hereunto caused this agreement to be executed in their respective names by duly authorized officials, the day and year first above written.

TOWN OF PITTSBORO

By: William G. Terry
Name: WILLIAM G. TERRY
Title: TOWN MANAGER

ATTEST:

Alice I. Lloyd
Town Clerk

COUNTY OF CHATHAM

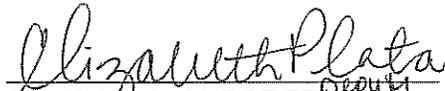
By:



Name:

Title: County Manager

ATTEST:


~~SANDRA B. SUBLETT, Clerk~~
Elizabeth Plata,