

TOWN OF PITTSBORO  
ENCROACHMENT AGREEMENT

STATE OF NORTH CAROLINA  
CHATHAM COUNTY

TOWN OF PITTSBORO

RIGHT-OF-WAY  
ENCROACHMENT AGREEMENT  
MUNICIPAL STREET SYSTEM  
STANDARD FORM

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS AGREEMENT**, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Town of Pittsboro**, herein after referred to as "**TOWN**" and as \_\_\_\_\_, herein after referred to "**APPLICANT**",

**WITNESSETH:**

**THAT WHEREAS**, the Applicant desires to encroach on the right-of-way of the public road designated \_\_\_\_\_ located \_\_\_\_\_ with the construction and/or erection of \_\_\_\_\_; as

**WHEREAS**, it is to the material advantage of the Applicant to effect this encroachment, and the Town in the exercise of authority conferred to 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 Applicant the right and privilege to make this encroachment as shown on the attached plan sheet(s), specifications, and special provisions that are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the Town of Pittsboro Engineering Specifications and Standard Details and other town ordinances and policies as applicable.

That the said Applicant 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 travel upon said street, nor obstruct nor interfere with the proper maintenance thereof. The Applicant agrees to reimburse the Town 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 the Applicant.

That, if any time the Town shall require the removal of, or changes in, the location of the said facilities, then the Applicant binds itself, its successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the Town.

That the Applicant 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 Town standards and the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto.

That the Applicant agrees to restore all areas disturbed during installation and maintenance in accordance with Town and County erosion control standards.

The Applicant agrees to give notice to the Town both before work is initiated and once all work contained herein has been completed.

That it is agreed by both parties that this agreement shall become void after three (3) months from the date of authorization by the Town unless written waiver is secured by the Applicant from the Town.

This encroachment agreement only covers work within Town of Pittsboro Right-of-Way. The encroacher is responsible for obtaining encroachment from NCDOT on NCDOT roads. The Town does not guarantee the right of way on

NCDOT's road. The encroacher is also responsible for verifying all right-of-way on Town roads.

Encroacher shall be responsible for obtaining all necessary permanent and/or temporary construction, drainage, utility and/or sight distance easements. All Right of Way and easements necessary for construction and maintenance shall be dedicated to NCDOT with proof of dedication furnished to the District Engineer prior to beginning work.

**IN WITNESS WHEREOF**, each of the parties to this agreement has caused the same to be executed as of the date first above written.

**TOWN OF PITTSBORO  
ENGINEERING DEPARTMENT**

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
ENGINEERING DIRECTOR

\_\_\_\_\_  
Signature

**NO OPEN STREET CUTS WITHOUT PRIOR APPROVAL  
THIS ENCROACHMENT REQUEST  
INCLUDES** (Applicant to check all that are applicable)

\_\_\_\_\_  
Please print name and title

- Bore(s) of roadway(s)
- Repair of existing facilities
  - overhead
  - underground
- New overhead facilities

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Email Telephone

\_\_\_\_\_  
**24-Hour Emergency Contact & Phone Number**

**NOTES:**

1. Call North Carolina One-Call Center, Inc. at 1-800-632-4949 for Town Utility locations 48 hours before digging. It shall be the responsibility of the Company to spot-locate Town of Pittsboro utilities.
2. Attach 8 1/2" x 11" Plans to this Document.
3. A copy of this document must be present on the job site at all times.
4. The installation of utilities in Town of Pittsboro right-of-way may be performed only during regular business hours (8:00 a.m. to 4:00 p.m.) on Monday through Friday. No work shall be performed in the Town's right-of-way on weekends or holidays.
5. Town Engineering Inspector must be notified prior to commencing work.
6. All bores must be minimum 24 inches in depth.