

**STATE OF NORTH CAROLINA**

**RIGHT-OF-WAY ENCROACHMENT  
AGREEMENT**

**COUNTY OF IREDELL**

THIS AGREEMENT, made and entered into this the \_\_\_ day of \_\_\_\_\_, 20  
by and between the Town of Mooresville, party of the first part, and \_\_\_\_\_  
\_\_\_\_\_, party of the second part,

**W I T N E S S E T H**

THAT WHEREAS, the party of the second part desires to encroach onto a portion  
of the public right-of-way designated as \_\_\_\_\_, with the construction  
or erection of \_\_\_ on such right-of-way (hereinafter referred to as the “encroaching  
facility” or “facility”).

WHEREAS, it is to the material advantage of the party of the second part to effect  
this encroachment, and the party of the first part is willing to permit the encroachment  
within the limits of the Town right-of-way as indicated, subject to the conditions of this  
agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants  
to the party of the second part the right and privilege to make this encroachment as shown  
on the attached plan sheet(s), specifications and special provisions which are made a part  
hereof upon the following conditions, to wit:

1. That the said party of the second part 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 such infrastructure located within the Town right-of-way  
now or in the future, nor obstruct nor interfere with the proper maintenance thereof,  
to reimburse the party of the first part for the cost incurred for any repairs or  
maintenance to its infrastructure due to the installation and existence of the facilities  
of the party of the second part, and if at any time the party of the first part shall  
require the removal of or changes in the location of the said utilities, that the said  
party of the second part binds himself/itself and his/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 party of the first part.
2. That the party of the second part hereby agrees to indemnify and save harmless the  
party of the first part from all damages and claims for damage that may arise by  
reason of the installation and maintenance of this encroachment.
3. That the party of the second part agrees to restore all areas disturbed during  
installation and maintenance to the satisfaction of the Town Engineer of the party  
of the first part. The party of the second part 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 and Natural Resources and with ordinances and regulations of the Town of Mooresville and the County of Iredell, and any other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Town Engineer of the party of the first part.

4. That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Town Engineer of the party of the first part.
5. That the party of the second part agrees to obtain and allow for inspection any permits, licenses, or other authorizations needed for the party of the second part to construct or repair such facility. The party of the first part reserves the right to stop all work unless evidence of such permits, licenses, or other authorizations are made available.
6. That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.
7. That the party of the second part shall deposit with the Town of Mooresville, in a bond or letter of credit in favor of the Town of Mooresville in a form and amount determined by the party of the first part to be applied towards any damages caused by the party of the second part when making such encroachment. Any portion of such deposit not needed shall be returned no later than sixty (60) days after receiving notice of completion of the work associated with the facility and verification by the Town Engineer that such work within the encroachment area has been completed.
8. That in the case of noncompliance with the terms of this Agreement by the party of the second part, the party of the first part 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 party of the first part. In the event that such facility is not brought into compliance or removed or if any part of this Agreement is violated, this Agreement shall terminate and written notice of such termination shall be sent to the last known address of the party of the second part. If terminated, any facility or other encroachment shall be removed no later than fourteen days after the date of the mailing of such notice and if not so removed, then Town reserves the right to remove such encroachment and all expenses for such removal shall be taxed against the party of the second part which may be collected in the form of a debt and all

fees associated with such collection, including attorney's fees, to be borne by the party of the second part.

9. That it is agreed and understood that the terms "street," "highway," or "roadway," as used in this agreement all are one and the same.

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

**TOWN OF MOORESVILLE**  
**(Party of the First Part)**

BY: \_\_\_\_\_  
Jonathan Young, PE, Public Services Director

\_\_\_\_\_  
**(Party of the Second Part)**

BY: \_\_\_\_\_  
President, Manager/Member, or other Authorized Party

Attest: \_\_\_\_\_

Secretary