

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**RIGHT OF WAY
ENCROACHMENT CONTRACT**

THIS AGREEMENT, made and entered into this the ___ day of _____
20___, by and between the Town of Matthews, a North Carolina municipal corporation, party of
the first part; and _____, party of the second part.

WITNESSETH:

THAT WHEREAS, the party of the second part desires to encroach on the right-of-way of
the public road designated (address) _____
with the construction and/or erection of _____

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 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 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 attached
plan sheet(s), specifications and special provisions which are made a part hereof upon the
following conditions, to wit:

That the said party of the second part binds and obligates himself/herself to install
and maintain the encroaching structure in such safe and proper condition that it
will not interfere with or endanger travel upon said road, nor obstruct nor interfere
with the property maintenance thereof, and if at any time the party of the first part
shall require the removal of or changes in the location within said right-of-way of
the said structure(s), that the said party of the second part binds himself/herself,
his/her successors and assigns, to promptly remove or alter the said structure(s), in
order to conform to the said requirement, without any cost to the party of the first
part.

That the party of the second part agrees to provide, during construction and any
subsequent maintenance, proper signs, signal lights, flagmen and other warning
devices for the protection of traffic.

That 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. When any installation or maintenance operation disturbs the ground surface and the existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise re-establish the grass cover to meet the satisfaction of the Street Superintendent of the party of the first part.

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 Street Superintendent of the party of the first part.

That in the case of noncompliance 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.

Further, in an emergency necessitating in the judgment of the party of the first part, immediate repair, maintenance or removal of the encroaching structure(s), the party of the second part upon request of the party of the first part, shall do such requisite repair work, or shall remove the structure(s) and if the party of the second part fails to do so immediately after such request, the party of the first part may do such requisite work or effect such removal at the expense of the party of the second part.

That the party of the second part shall be responsible for all loss of life, personal injury or property damage or any other claims or liabilities accruing from or attributable to the construction, maintenance, use, or presence of any encroachments upon the party of the first part's right-of-way, whether or not resulting from negligence of the party of the second part, and the party of the second part shall indemnify, defend and hold the party of the first part, its agents, officers and employees harmless from any and all claims, losses, injury or damage arising therefrom.

That this agreement shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of the parties hereto, as well as upon themselves.

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

TOWN OF MATTHEWS

SECOND PARTY

By: _____
Town Manager

By: _____

ATTEST:

Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public for the County of _____ and State of North Carolina, do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp/seal, this the _____ day of _____ 20__

[Official Stamp/Seal]

Notary Public
My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public for the County of _____ and State of North Carolina, do hereby certify that _____, personally appeared before me this day and acknowledged that he/she is the _____ Secretary of _____, a _____ operation, and that by authority duly given and as the act of the corporation the foregoing instrument was

signed in its name by its _____, sealed with its corporate seal, and attested by himself/herself as its _____.

Witness my hand and official stamp/seal, this the _____ day of _____ 20__.

[Official Stamp/Seal]

Notary Public
My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public for the County of _____ and State of North Carolina, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the Town Manager of the Town of Matthews, a municipal corporation, and that by authority duly given and as the act of the Town the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal, and attested by _____ as its Town Clerk.

Witness my hand and official stamp/seal, this the _____ day of _____ 20__.

[Official Stamp/Seal]

Notary Public
My Commission Expires: _____