

**NORTH CAROLINA
FORSYTH COUNTY**

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of _____, 20__ , by and between the TOWN OF LEWISVILLE, 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 as _____, located _____ 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 described above, upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install and maintain the encroachment in such safe and proper condition that it will not interfere with or endanger travel upon said public road, 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 roadways and structures necessary due to the installation and existence of the encroachment 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 encroachment, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said encroachment, in order to conform to the said requirement, without any cost to the party of the first part. It will be the sole responsibility of the second party to facilitate the location of underground utilities in the town's right of way.

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, including, but not limited to damage to the roadway surface or subsurface, damages or disruptions to any utility also located within the party of the first part's right of way.

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 LEWISVILLE

BY: _____

Second Party