

COUNTY OR COUNTIES OF

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION
AND

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the Department of Transportation, party of the first part; and _____ party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

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 encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, 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 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

facilities, that the said party of the second part binds himself, his 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.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.
14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.
15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division 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 Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round 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 Division Engineer of the party of the first part.
16. All work is to be completed promptly with a minimum of delay.
17. That in the case of noncompliance with the provisions 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.
18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

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.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

(COMPANY)

(TYPE NAME AND TITLE)