

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

BLANKET ENCROACHMENT AGREEMENT

-AND-

AERIAL UTILITY CROSSINGS AND TAPS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this ___ day of _____, 19___, by
and between the Department of Transportation, 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 install aerial utility crossings and taps on or over 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 aerial utility crossings and taps 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 13 numbered special provisions;

1. This Agreement applies only to aerial utility crossings of highway right of way, such as power, telephone, cablevision, and the like, regardless of voltage or carrying capacity, provided no permanent poles or other permanent supporting structures are installed within highway rights of way, or provided the utility crossing emanates from an existing pole already occupying the right of way by virtue of an approved encroachment agreement. This Agreement includes taps from existing poles on highway right of way spanning to the field side of the highway.
2. This Agreement applies on all highways except Freeways.
3. No new poles shall be placed on highway right of way. Replacement poles at the same location to accommodate a crossing or tap will not constitute a new pole.
4. Temporary supports may be installed under this Agreement for road crossings; however, the Division Engineer of the party of the first part or his appointed representative shall approve the location of same. The Division Engineer or his representative shall be given prior notice before installing any temporary supports within highway right of way. This prior notice need not necessarily be in writing. Details shall be resolved as to location, traffic control devices, time of installation, and time of removal. Temporary supports in medians shall be avoided except where absolutely necessary. Where sufficient right of way is provided, temporary supports on the field side of travel way shall be 30' from the edge of pavement. Exceptions to these clearances may be made where the right of way is inadequate, supports can be placed at locations behind guard rails, beyond deep drainage ditches, the toe of steep slopes or retaining walls, and other similar protected locations.
5. Vertical clearances shall comply with the National Electrical Safety Code.

6. The party of the second part, or their agent, shall provide during construction and any subsequent maintenance, proper signs, signal 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 North Carolina Construction and Maintenance Operations Supplement.
7. If a service connection crossing or tap is to be owned and installed by any person or firm other than the party of the second part, or their agent, an encroachment agreement shall be secured.
8. 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.
9. 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.
10. 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 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 Division Engineer of the party of the first part.
11. All work is to be completed promptly with a minimum of delay.
12. 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.
13. 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.

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

DEPARTMENT OF TRANSPORTATION

BY: _____
ASSISTANT MANAGER OF RIGHT OF WAY

ATTEST OR WITNESS

(COMPANY)

(TYPE NAME AND TITLE)