

**APPLICATION FOR RIGHT OF WAY ENCROACHMENT
(INDIVIDUAL)
CITY OF GASTONIA
ENGINEERING DIVISION
POST OFFICE BOX 1748
GASTONIA, NC 28053**

NAME OF APPLICANT: _____ DATE: _____

NAMES OF ALL OWNERS: _____

CORPORATION (If Owner) : _____

PRESIDENT: _____

SECRETARY: _____

PARTNERSHIP: _____

NAMES OF ALL PARTNERS: _____

ADDRESS: _____ COUNTY: _____

CITY: _____ STATE: _____ ZIP: _____

Location of Proposed Encroachment (Describe by Address and Written Description):

Purpose of Proposed Encroachment (Describe in Detail):

The Applicant is to attach an accurate scale drawing, size 8½ x 11 inches, which shows the proposed encroachment, property lines, utilities, and other features in close proximity to the proposed encroachment.

Applicant: _____ Date: _____

Received By: _____ Date: _____

Reviewed By: _____ Date: _____

(Approve/Disapprove)

THIS AGREEMENT made effective this _____ day of _____, 20__, by and between the CITY OF GASTONIA, a North Carolina municipal corporation, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Licensee”;

W I T N E S S E T H:

WHEREAS, the Licensee(s) desire(s) to encroach on a portion of the public right-of-way designated as _____, a dedicated (un) opened street located _____, Licensee(s) wishes to encroach on to that portion of the street (or utility) right-of-way more particularly described as _____, and as shown on Exhibit “A” attached hereto; and

WHEREAS, Licensees wish to erect or install _____ on such City right-of-way; and

WHEREAS, the City is willing to permit the encroachment at such location within the limits of the right-of-way as indicated on Exhibit “A”, subject to the conditions of this agreement;

NOW, THEREFORE, the City hereby grants to the Licensee(s) the right and privilege to make and maintain said encroachment(s) at the location above described upon the following conditions:

1. The Licensee(s) shall construct and maintain any encroaching structures in such reasonable safe and proper condition such that they will not interfere with or obstruct the proper use or maintenance of the right-of-way. If at any time the City wishes to open said right-of-way and requires or desires the removal of or changes in the location of the encroaching structures, the Licensee(s), at their expense shall promptly remove or alter the structures in order to conform to said requirement or request of the City without any cost to the City.
2. The Licensee(s) shall inform the City Engineer before commencing the installation of any encroachment, or any repair, alteration or maintenance thereto in said right-of-way, in order that the City may perform inspection on said work and require any alterations or corrections deemed necessary or desirable by the City. If the City shall require or desire any alterations or corrections, the Licensee(s) shall make the same as so directed and specified by the City. The maintenance and repair of the encroachment installation shall be the sole responsibility of the Licensee(s).
3. If the Licensee(s) shall default in performing any of the covenants or conditions herein, or if the encroachment structure(s) shall, by reason of improper maintenance or other cause, interfere with or become a source of danger, or be likely to interfere with or become a source of danger, to the street or utility system of the City, and Licensee(s) fails to remedy such default, interference, or dangers or improper condition within thirty (30) days after written notice is sent from the City to do so, the license hereby granted shall automatically terminate at the expiration of such thirty (30) day period and Licensee(s), upon written notice by the City, shall forthwith remove such structure from the City’s right-of-way and restore said right-of-way to the condition existing prior to the construction of any structure thereon. In default thereof, the City may at its election, either take such action as is necessary to require removal of any structures by Licensee(s) or remove the same and restore the condition of said right-of-way at the expense of the Licensee(s). Provided, however, in an emergency necessitating in the judgment of the City immediate repair, maintenance or removal of the encroaching structures, the Licensee(s), upon request of the City, shall do such requisite work, or shall remove the structure and if the Licensee(s) fail to do so immediately after such request, the City may do such requisite work or effect such removal at the expense of the Licensee(s).

4. The Licensee(s) 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 City's right-of-way, whether or not resulting from negligence of Licensee(s), and Licensee(s) will indemnify, defend and hold the City, its agents, officers and employees harmless from any and all claims, losses, injury or damage arising therefrom.
5. 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 the parties themselves.

IN WITNESS WHEREOF, the Licensee(s) have set their hands and seals and the City has authorized this agreement to be signed in its name by its City Manager and its corporate seal to be hereunto affixed.

CITY OF GASTONIA

(Corporate Seal)

By: _____
J. Philip Bombardier, PE
Assistant City Manager - Operations

ATTEST:

(Deputy) City Clerk

RECOMMENDED:

Thorne A. Martin, PE
Assistant City Engineer

LICENSEE(S)

_____(SEAL)

_____(SEAL)