

Right-of-Way Encroachment Agreement
_____ (A Town of Fletcher Street)

The Town of Fletcher does grant a **Right-of-Way for Encroachment to**

Right-of-Way of _____ (Applicant) to conduct
_____ in the Right-of-Way of
_____ (A Town of Fletcher Street), providing
that the following conditions are met:

1. Due to the disturbing of a Town of Fletcher road, a roadway impact fee is paid to the Town of Fletcher, in the amount of \$ _____, before any construction begins.
2. It is the responsibility of the applicant to obtain all required permits for the project.
3. _____ (A Town of Fletcher Street), shall be repaired to Town standards. These repairs shall be made as soon as reasonably possible and completed by _____, as verified by the Town of Fletcher Public Works Director.
4. The Town of Fletcher shall be held harmless for any damages resulting from this project. The applicant shall assume all associated liabilities.
5. Appliances installed during the encroachment shall be at least _____ inches under the roadway surface. All construction shall be conducted in a safe manner and within recognized standards.
6. The applicant and their agents shall be responsible for maintaining proper traffic control at the site at all times.
7. The scope of the project may not exceed the submitted plans, and shall first be approved by the Town of Fletcher.
8. The applicant and their agents shall assume all costs associated to the project.
9. In the event, the applicant and their agents do not comply with any provision of this agreement, the Town of Fletcher may cancel, terminate, or suspend this agreement with or without notice.

TOWN OF FLETCHER	DATE	OWNER/AGENT	DATE
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Notary Public
Henderson County, North Carolina

_____ and _____ did appear before
me, this the _____ day of _____, and sign this document. I,
_____, being a Notary Public in the above noted county attach
my seal. My Commission expires _____.

8/25/04