



STATE OF NORTH CAROLINA

COUNTY OF WAKE

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TOWN OF APEX

RIGHT-OF-WAY ENCROACHMENT

- AND -

AGREEMENT

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(Owner)

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(Owner)

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(Property Address)

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by and between the Town of Apex, (party of the first part), and \_\_\_\_\_  
\_\_\_\_\_ (property owner), party of the second part.

WITNESSETH:

WHEREAS, \_\_\_\_\_ desires to encroach upon the right-of-way or utility easement of the Town of Apex by installing irrigation fixtures, privately owned lights, signage, sidewalk, driveway, or \_\_\_\_\_ (other) in the right-of-way or utility easement, and the Town is willing to permit the encroachment subject to the limitations of this agreement;

NOW, THEREFORE, IT IS AGREED that the Town of Apex hereby grants the privilege to make this encroachment to the party of the second part subject to the provisions and conditions of this agreement, to wit;

1. Nothing in this agreement shall be construed to limit the rights and privileges of the party of the first part owning, maintaining, constructing upon and protecting the right-of-way or utilities therein.
2. 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 and use of this encroachment.
3. The party of the first part shall be under no obligation to protect the party of the second part should any damages occur during operations by the party of the first part. The party of the second part acknowledges the possibility of such damages.

The party of the first part is under no obligation to minimize, mitigate or avoid damages to the encroachment of the party of the second part.

4. The party of the second part shall be liable for any and all costs arising to the party of the first part as a result of the encroachment, or the existence or use of the same. These costs include, but are not limited to, attorneys fees, insurance costs, third party claims, construction costs, and costs generated by allowing the inconvenience of the encroachment. The party of the second part shall promptly mitigate and minimize any damages to the party of the first part if damages do occur.
5. This agreement shall bind successors and assigns and their legal representatives to the terms and conditions of the agreement.
6. This agreement is limited to the location generally described as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. This agreement shall be enforced through:
  - a. Suspension of services to the party of the second part.
  - b. Revocation of the encroachment privilege.
  - c. Resolution in the court of appropriate jurisdiction.
8. Either party may terminate the encroachment at any time by giving written notice to the other, but any damages or claims owed to the Town of Apex prior to termination or in connection therewith survive the termination.

TOWN OF APEX  
Party of the First Part

BY: \_\_\_\_\_  
P.O. Box 250  
Apex, North Carolina 27502

\_\_\_\_\_  
Party of the Second Part (signature)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Party of the Second Part (signature)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)