

**NORTH CAROLINA**

**ENCROACHMENT**

**AGREEMENT**

**GUILFORD COUNTY**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_ 2016, by and between the CITY OF GREENSBORO, "Grantor", and the UNION SQUARE CAMPUS, INC., "Grantee".

WITNESETH:

THAT WHEREAS, Grantee desires to install the following beneath City right-of-way and has requested permission to encroach into City street right-of-way, said encroachment to be in the nature of a limited license agreement for the underground installation of 2-2" PVC HDPE conduit and communication lines beginning at Union Square Campus in the 500 block of Arlington Street starting at a communications manhole located approximately 175' south of Gate City Boulevard and proceeding south along Arlington Street 300' to the northwest corner of the intersection of Arlington and East Bragg Street and proceeding east along East Bragg Street from the 100 to 900 block for a distance of 3550 feet to the northwest corner of the intersection of East Bragg and Bennett Street and proceeding north along the 600 and 500 block of Bennett Street for a distance of 1112 feet to an existing communication manhole located in the northwest corner of the intersection of Gorrell and Bennett Street to service future development within the Union Square Campus project area. The total amount City right of way occupied is 4,962 linear feet as seen on Exhibit A;

WHEREAS, the installation is not intended to benefit any further resale of the property, as an income producing line, or for use apart from the business of UNION SQUARE CAMPUS, INC in support of it's higher educational partners, the installation shall not be sold, transferred or leased to any other person. The installation shall be High Density Polyethylene Conduit (HDPE) and fiber optic cable along the proposed fiber route;

WHEREAS, Grantee shall be solely responsible for maintenance of the fiber optic connection;

WHEREAS, Grantee shall be responsible for the removal of the installation in accordance with City standards at the request of the City or in the event of the end of the need for the installation;

WHEREAS, Grantee agrees to maintain the encroachment in a safe condition and agrees to hold the City of Greensboro harmless from any and all loss, claims, actions, suits demands or liabilities of any nature to persons or property arising out of or due to any act or omission related to the construction, location and maintenance of the installation located in street right-of-way; and

NOW, THEREFORE, IT IS AGREED that the Grantor hereby grants to the Grantee the limited right and privilege to encroach on the property of the Grantor within the above defined limits upon the following conditions:

1. Grantee guarantees that the installation will neither cause a public nuisance nor unreasonably interfere with the use of streets and sidewalks by the public or public utilities;
2. Grantee shall provide all locates of Grantee's infrastructure within Grantor's right of way upon request by the Grantor at no cost to the Grantor.
3. During the performance of the services under this agreement, Grantee and its contractors, and engineers shall maintain the following insurance:

General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate.

Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this project. This

insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.

Workers Compensation insurance in accordance with statute requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is sublet under this Agreement, Grantee shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless Grantee shall secure and keep in effect during the terms of this agreement. Grantee's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.


At least thirty (30) days written notice shall be given to the Grantor prior to any cancellation, modification or non-renewal of any insurance required under this agreement.

All project contractors shall be required to include Grantor and Grantee as additional insured on their General Liability insurance policies;

4. To the extent permitted by applicable law, Grantee hereby agrees to indemnify and save harmless the Grantor from any and all suits; actions, claims, demands, liability of any nature whatsoever arising out of the construction, location and maintenance of the installation and its structures in the street right-of-way, and shall remove any or all of the installation or its structures from the encroachment space at the request of the City, without any cost to the City. Such request shall not be arbitrary or unreasonable;
5. Grantee hereby agrees to maintain the installation in a safe condition and tag and identify all underground utilities;
6. The Grantee within thirty (30) days from the execution of this agreement, shall make arrangements to begin installation of the encroachments and will require the contractor to take necessary and reasonable precautions to protect the public from danger during the building and installing of the encroachments with the right of way of the Grantor;
7. The installation shall be constructed in accordance with approved plans and coordinated with the City's right-of-way manager, and
8. Grantee during the construction of the installation, for itself, its assignees and successors in interest, agrees that the contractor(s), with regard to the work performed by it during the

construction and maintenance of the installation of the encroachment, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

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

  
\_\_\_\_\_  
Registered Agent

  
\_\_\_\_\_  
Witness

Recommended:

By: \_\_\_\_\_  
Engineering & Inspections Director

ATTESTED BY: CITY OF GREENSBORO

By: \_\_\_\_\_  
Deputy City Clerk

By: \_\_\_\_\_  
Assistant City Manager

(This instrument has been pre-audited in the manner  
by the Local Government-Budget and Fiscal Control Act)

(Approved as to form and legality)

By: \_\_\_\_\_  
Finance Officer

By: \_\_\_\_\_  
Assistant City Attorney