

**STATE OF NORTH CAROLINA
GUILFORD COUNTY**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) made and entered into this ____ day of _____ 2020, by and between the CITY OF GREENSBORO (City), a North Carolina Municipal Corporation (“Grantor”), and THE STATE OF NORTH CAROLINA, on behalf of THE UNIVERSITY OF NORTH CAROLINA AT GREENSBORO (UNCG), a constituent institution of the University of North Carolina, (“Grantee”).

WITNESSETH:

THAT WHEREAS, Grantee intends to occupy, by lease, space within the real property commonly known as 101 South Elm Street, Greensboro, NC;

WHEREAS, in order to service future development within the building located at 101 South Elm Street, Greensboro, Grantee desires to install underground conduit and fiber optic cables beneath City right-of-way and has requested permission to encroach into City right-of-way, said encroachment to be in the nature of a revocable, non-transferable, limited license agreement for the underground installation for a distance of approximately 75 linear feet beginning at an existing handhole located on the northeast corner of Market Street (33 feet 3 inches from the curb) and Davie Street (11 feet 3 inches from the curb), to an existing handhole located at the northwest corner of Market Street (6 feet from the curb), and Davie Street (11 feet 6 inches from the curb) and to pull, own, and maintain an additional approximate 200 linear feet of fiber, with conduit being installed by a third party on behalf of Grantee from this point west along the northern margin of Market Street to an existing handhold and thence south and perpendicular to Market Street to the building located at 101 South Elm Street, Greensboro, as shown on **Exhibit A** and;

WHEREAS, the installation is not intended to benefit any further resale of property, to be an income producing line, or for use apart from the business of UNCG as an educational institution;

WHEREAS, the installation shall not be sold, transferred, or leased to any other person or entity;

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

WHEREAS, Grantee shall be responsible for the removal or abandonment of the installation in accordance with City standards at the request of the City, in the event UNCG no longer occupies the building located at 101 South Elm Street, Greensboro, or in the event of the end of the need for the installation; and

WHEREAS, Grantee agrees to maintain the encroachment in a safe condition and, to the extent permitted by North Carolina law and without waiving sovereign immunity or the limitations set forth in the North Carolina Tort Claims Act, 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.

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:

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;

To the extent permitted by North Carolina Law, and without waiving sovereign immunity or the limitations set forth in the North Carolina Tort Claims Act, UNCG hereby agrees to indemnify and save harmless the Granter 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;

Grantee hereby agrees to maintain the installation in a safe condition and tag and identify entire route of fiber and each hand-hole;

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 Granter;

The installation shall be constructed in accordance with approved plans and coordinated with the City's right-of-way manager;

Grantee, during the construction of the installation, 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; and

This Agreement may be modified or amended only by written, mutual agreement of the parties.

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 written above.

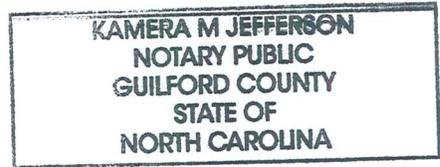
Franklin D. Gilliam, Jr.
Franklin D. Gilliam, Jr., Chancellor
The University of North Carolina at Greensboro

STATE OF NORTH CAROLINA
COUNTY OF Guilford

I, Kamera M. Jefferson, a Notary Public in and for said County and State, do hereby certify that on this 24 day of February, 2020, before me personally appeared Franklin D. Gilliam, Jr., Chancellor of the University of North Carolina at Greensboro, personally known to me, or proved to me by satisfactory evidence to be the person whose name is signed on the preceding attached record, and acknowledged to me that, by authority duly given to act on behalf of the institution, has signed it voluntarily for its stated purpose.

Kamera M. Jefferson
Notary Public

My Commission Expires: 04-01-2022



Recommended:

By: _____
Information Technology 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)

By: _____
Finance Officer

By: _____
Assistant City Attorney

(Approved as to form and legality)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that on this _____ day of _____, 2020, before me personally appeared _____, Deputy City Clerk of the City of Greensboro, personally known to me or proved to me by satisfactory evidence to be the person whose name is signed on the preceding attached record, and acknowledged to me that by authority duly given and as the act of the City of Greensboro, the foregoing document was signed in its name by its _____, sealed with its seal, and attested by him/her as its Deputy City Clerk.

Notary Public

My Commission Expires: _____