

NORTH CAROLINA

**ENCROACHMENT
AGREEMENT**

GUILFORD COUNTY

THIS AGREEMENT made and entered into this the ____ day of _____, 2015, by and between the **CITY OF GREENSBORO**, "Grantor"; and **J&J SPRING GARDEN, LLC**, a North Carolina limited liability company, "Grantee".

WITNESSETH:

THAT WHEREAS, Grantee owns certain real property located at 1820 Spring Garden Street, Guilford County Tax Map Parcel Number **0014823** and has requested permission to encroach upon the right of way of Grantor in order to build and install two (2) awnings overhanging thirty-six (36) inches from the face of the building on Chapman Court;

WHEREAS, the approximate measurements of the awnings are fifteen (15) square feet and twenty-four (24) square feet protruding thirty-six (36) inches from the building encroaching over the sidewalk at a height of approximately eight (8) foot six (6) inches above sidewalk and is set forth in detail on the attached drawing as Exhibit A;

WHEREAS, Grantee agrees to maintain the encroachments in a safe condition and agrees to hold the City of Greensboro harmless from any and all loss to persons or property resulting from the encroachments location in the Grantor's right-of-way;

WHEREAS, Grantee through City Charter 4.128 (c) permits encroachment over City sidewalks;

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. The Grantee guarantees that the encroachments will neither cause a public nuisance nor unreasonably interfere with the use of the public streets and private streets and sidewalks by the public;
2. The permanent encroachment shall occupy space above the sidewalk at 1820 Spring Garden Street, in front of Chapman Court and shall have the dimensions as set out in Exhibit A attached hereto;
3. The Grantee hereby agrees to indemnify and save harmless the Grantor from any and all damages and claims for damage that may arise by reason of the installation and location of the encroachments and at the request of the Grantor, without any cost to the Grantor, shall make any necessary and required design changes if such changes are required, including, but not limited to, the removal of the encroachments;

4. The Grantee hereby agrees to maintain the encroachments so that it will not cause a public nuisance nor unreasonable interfere with the sidewalk until such time as the encroachment is removed either at the request of the Grantor or otherwise as decision of the Grantee as specified in Chapter 4.128 (c) of the Greensboro Charter.

5. The Grantee within thirty (30) days from the execution of this agreement, shall make arrangements to begin the installation of the encroachments and require the contractor to take the necessary and reasonable precautions to protect the public from danger during the building and installing of the encroachment over the City right of way. The temporary encroachment for construction shall allow reasonable obstruction of the sidewalk from the corner of 1820 Spring Garden Street during construction of the awnings represented in Exhibit A;

6. The Grantee shall maintain \$1,000,000 in liability insurance. Grantee hereby agrees to indemnify and save harmless the party of the first part from any and all damages and claims for damage that may arise by reason of the encroachment in the street right-of-way, and shall remove any or all of the structures from encroachment space at the request of the Grantor, without any cost to the party of the Grantor. Such request shall not be arbitrary or unreasonable. Grantee further insures Grantor that it currently has liability insurance in the minimum amount of \$1,000,000.00 to cover all risks involved with this authorization and that such insurance will remain in full force and effect during the activities hereby authorized.

7. The Grantee, during the building and installing of the encroachment, for themselves, their assignees and successors in interest, agree that they will require that the contractor, with regard to the work performed by the contractor during the building and installation of the encroachment over the right of way of the Grantor, 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

8. The Grantee shall pull all necessary permits from the City of Greensboro.

N 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.

WITNESS:

J & J Spring Garden, LLC.

By: [Signature]

By: [Signature]
Jessica Dewey, Manager

By: [Signature]
Joshua Kirkman, Registered Agent

Recommended:

By: _____
Engineering & Inspections Director

"This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act."

By: _____
Deputy Finance Director

ATTESTED BY:

CITY OF GREENSBORO

By: _____
City Clerk

By: _____
Assistant City Manager