

VILLAGE OF PINEHURST  
and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS AGREEMENT**, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **Village of Pinehurst**, herein after referred to as "VILLAGE" and \_\_\_\_\_, herein after referred to as "COMPANY",

**WITNESSETH:**

**THAT WHEREAS**, the Company desires to encroach on the right-of-way of the public road designated as \_\_\_\_\_ located \_\_\_\_\_ with the construction and/or erection of \_\_\_\_\_;

**WHEREAS**, it is to the material advantage of the Company to effect this encroachment, and the Village in the exercise of authority conferred to it by statute, is willing to permit the encroachment within the limits of the right-of-way as indicated, subject to the conditions of this agreement.

**\*NOW, THEREFORE, IT IS AGREED** that the Village hereby grants to the Company the right and privilege to make this encroachment as shown on the attached plan sheet(s), specifications, and special provisions that are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the Village of Pinehurst Engineering Design and Construction Standards and other Village ordinances and policies as applicable.

That the said Company binds and obligates itself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said street, nor obstruct nor interfere with the proper maintenance thereof. The Company agrees to reimburse the Village for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the Company.

That, if any time the Village shall require the removal of, or changes in, the location of the said facilities, then the Company binds itself, its successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the Village.

That the Company agrees to provide, during construction and any subsequent maintenance, proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with Village standards and the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto.

That the Company agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Village.

That the Company agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Village. The Company agrees to give a minimum of 48 hours notice to the Village both before work is initiated and once all work contained herein has been completed.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within six (6) months from the date of authorization by the Village unless written waiver is secured by the Company from the Village.

**IN WITNESS WHEREOF**, each of the parties to this agreement has caused the same to be executed as of the date first above written.

**VILLAGE OF PINEHURST  
ENGINEERING DEPARTMENT**  
By: \_\_\_\_\_  
Director of Engineering (or designee)

\_\_\_\_\_  
Name of Company  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Please print name and title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State & Zip  
\_\_\_\_\_  
Fax Telephone  
\_\_\_\_\_  
**24 Hour Emergency contact name & phone #**

**NO OPEN STREET CUTS  
THIS ENCROACHMENT REQUEST**

**INCLUDES** (Applicant to check all that are applicable)

- Open cut(s) of roadway(s)
- Bore(s) of roadway(s)
- Repair of existing facilities
  - overhead
  - underground
- New overhead facilities

Inspector Name	Phone Number
----------------	--------------

**ALL INSTALLATIONS SHALL BE AT LEAST 24" BELOW GRADE**

1. Call North Carolina One-Call Center, Inc. at 1-800-632-4949 and Moore County Public Utilities at (910) 947-6315 for Utility locations 48 hours before digging. Field locates by MCPUD personnel shall be approximate. It shall be the responsibility of the Company to field verify/spot-locate MCPUD utilities.
2. Attach 8 1/2" x 11" Plans to this Document.
3. An approved copy of this document must be present on the job site at all times.
4. The installation of utilities in Village of Pinehurst' right-of-way may be performed only during regular business hours (8:00 a.m. to 4:00 p.m.) on Monday through Thursday and between 8:00 a.m. and 12:00 noon on Fridays. No work shall be performed in the Village's right-of-way on weekends or holidays.
5. All bores must be minimum 24 inches in depth. The Village reserves the right to require additional bore/burial depth for any and all installations.

- Copy to Utility Company
- Copy to Notebook
- Copy to Public Works

\$ \_\_\_\_\_ Total Fee