

DRAWN BY: JoAnne L. Carlyle, City Attorney
RETURN TO: City Attorney, P.O. Box 230, High Point, NC 27261

NORTH CAROLINA

**RIGHT OF WAY
ENCROACHMENT AGREEMENT**

GUILFORD COUNTY

THIS AGREEMENT ("Agreement") made this ___ day of _____ 2019, between **THE CITY OF HIGH POINT**, a North Carolina municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260, ("City") and **ALLTEL COMMUNICATIONS OF NORTH CAROLINA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS**, a foreign Limited Liability Company located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920-1097, hereinafter known as the "Company".

W I T N E S S E T H

WHEREAS, the City owns the public right of way within its municipal boundaries.

WHEREAS, the Company desires to use the public right of way of the City to conduct business as a communications services provider; and

WHEREAS, the Company desires, for its interest and convenience, to construct, maintain and operate a small cell wireless communications facilities within the City of High Point in and along certain rights-of-way outlined in Exhibit "A" attached hereto ("System"); and

WHEREAS, the City under the terms and conditions herein set forth, is willing to allow the above described improvements to be made, and allow the Company to encroach upon the above-referenced City-owned right of way; and

WHEREAS, the Company has paid to the City the sum of \$150.00, which partially defrays the administrative costs of the City.

NOW, THEREFORE, in consideration of the premises and \$150.00 in hand paid, receipt of which is hereby acknowledged, and other consideration, the Company hereby covenants and agrees that:

1. The Company is responsible for any and all expenditure of labor or materials required in the installation, erection, repair, maintenance or location of the above-referenced System.

2. The Company is responsible for any and all labor or expense which results from any and all future maintenance, repair, removal or dismantling of the System if and when required by the City, in its sole discretion.

3. The Company is to be fully responsible for any and all property damage or injury to or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the Company, its agents, employees, contractors or subcontractors in connection with the System, or any cause of action arising out of the installation, maintenance, or location of said System or any other cause of action arising out of the planting, installation, maintenance, or location of said System, except to the extent such claims and causes of action are caused by the gross negligence or willful misconduct of the City. (collectively, "Claims and Causes of Action").

4. The Company agrees:

- (a) to hold the City, its elected or appointed officials, representatives, officers, counselors, agents and employees harmless from any and all liability arising out of any such Claims and Causes of Action; and
- (b) to defend the City, its elected or appointed officials, representatives, officers, counselors, agents and employees and pay all attorney fees in any and all actions brought as a result of such Claims and Causes of Action; and
- (c) indemnify the City, its elected or appointed officials, representatives, officers, counselors, agents and employees against any and all loss sustained by reason of such Claims and Causes of Action.

The Company's indemnification obligations under this subsection shall not apply to any liability resulting from the gross negligence or willful misconduct of the City.

5. The Company, during the life of this Agreement, agrees to procure from a responsible insurance carrier or carriers, authorized under the laws of the State of North Carolina, insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and \$1,000,000 general aggregate including personal and advertising injury caused by construction, maintenance, location, repair or visual obstruction of said encroachment with the City of High Point being included as additional insured as their interest may appear as respects work under this Agreement. Company shall furnish the City upon

the City's request, but no more than once in any 12 month period, a certificate of insurance evidencing such insurance to be in full force and effect (or proof of self-insurance as referenced below). Upon receipt of notice from its insurer Company shall give the City at least 30 days advanced written notice of any cancellation of any required coverage that is not immediately replaced with coverage meeting the requirements of this Agreement. Should Company fail to pay premiums upon said insurance, or should Company fail to obtain said insurance, or to perform any of the agreements, terms, or conditions herein contained; the City at its option, by written notice may declare this agreement cancelled and terminated and all rights acquired hereunder by Company shall thereupon terminate, except Owner shall still be responsible for removing the System from the right of way. In lieu of the foregoing, Company may self-insure for any or all of the coverages set forth above.

6. Exhibit A is the proposed location of the System that the Company intends to submit to the City permitting department. The Company shall provide proposed locations of additions or changes to the System or maintenance, repair, replacement, or construction to System while this Agreement, or any extension of the Agreement, is in force.

7. The Company, upon completion of the installation of the System, shall submit to the City revised drawings in the form of an AutoCad (.dwg) file for retention by the City if the actual installation differs from the installation shown on the Exhibit A (Site Plan) (in such event, the Company shall secure approval of the City prior to the differing installation).

8. The Company agrees to abide by all applicable statutes and ordinances governing the System.

9. This Agreement shall not divest the City of any rights or interest in said right of way. This Agreement is not a grant by the City of any property interest but is made subject and subordinate to the prior and continuing right of City and its assigns to lawfully use any or all of the right of way for public facilities, including, but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, television and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress along, over, across and in the right of way. No use of any right of way or other interest under this Agreement shall create or vest in Company any ownership interest in the right of way.

10. The Company shall contact "NC One Call Center" prior to excavation where and in the manner required by the NC One Call law.

11. This Agreement shall be binding upon and inure to the benefit of all of the parties hereto and their heirs, personal representatives, grantees, successors, and assigns.

12. All matters relating to this Agreement shall be governed by laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action related to the Agreement shall be Guilford County Superior Court or the United States District Court for the Middle District of North Carolina.

13. All notices required herein shall be deemed given by depositing such in the United States Mail, first class, and addressed as follows:

If to City:

City of High Point
Planning & Development Department
P.O. Box 230
High Point, NC 27261
ATTN: Planning Director

If to Company:

Alltel Communications of North Carolina Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

14. This Agreement shall be revocable at will by the City.

15. The Company shall restore all areas disturbed during the installation and maintenance related to the System to the satisfaction of the City Manager or his designee, and shall reimburse the City for the cost incurred by the City for any repairs or maintenance to roadways, sidewalks, structures, ornamental vegetation, landscaping, and all existing utilities, whether owned by the City or another agency, necessary due to the installation, maintenance, and/or existence of the System; and if at any time the City shall determine, in its reasonable judgment, that changes in the location of the System are necessary for public use for the purposes of construction, modification, or maintenance of infrastructure, including roads, water, wastewater, and electric facilities, the Company binds itself, its successors and assigns, to promptly alter the System at its sole cost, in order to conform to the City's requirements and without any cost to the City.

16. The Company, its employees, contractors, successors in interest, and assignees shall install and maintain the System in safe and proper condition such that it will not interfere with or endanger travel upon streets and/or sidewalks; will not obstruct or interfere with proper maintenance of such streets and/or sidewalks; and will not endanger existing facilities. The Company shall provide during installation, construction, and any subsequent maintenance, proper signage, signal lights, flagmen and other warning devices for the protection of traffic and pedestrians.

17. The Company agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed and to be effective the day and year first above written.

ALLTEL COMMUNICATIONS OF
NORTH CAROLINA LIMITED
PARTNERSHIP d/b/a VERIZON
WIRELESS

By: Alltel Corporation, Its General Partner

By: [Signature]

Print Name: Restin Drawdy

Title: Engineer II Specialist - RE

STATE OF NC

Iredell COUNTY

I, Tammie Sides, a Notary Public of the State of NC
County of Iredell, do hereby certify that Restin Drawdy personally
came before me this day and acknowledged that he/she is RE Specialist, and that
he/she, as RE Specialist being authorized to do so, executed the foregoing on behalf of
the company.

Witness my hand and official stamp or seal, this the 9/24, 2019.

My commission Expires: 10/17/2021

Tammie Sides

Notary Public

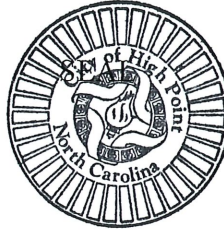
CITY OF HIGH POINT

By:

Randy E. McCaslin
Randy McCaslin, Deputy City Manager

ATTEST:

Lisa B. Vierling
Lisa B. Vierling, City Clerk



NORTH CAROLINA

GUILFORD COUNTY

I, Cynthia C. Duncan-Smith, a Notary Public of said county and state do hereby certify that Lisa B. Vierling is known to me as City Clerk of the City of High Point; that she personally appeared before me this date; and, that by authority duly given, and as the act of the said City of High Point, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal, and attested by herself as its clerk.

Witness my hand and official stamp or seal, this the 27 day of September, 2019.

My commission Expires: 1/18/2020

Cynthia C. Duncan-Smith
Notary Public

CYNTHIA C. DUNCAN-SMITH
NOTARY PUBLIC
GUILFORD COUNTY, NC

EXHIBIT "A"
SYSTEM: SMALL WIRELESS FACILITIES (SITE PLAN AND LOCATIONS)

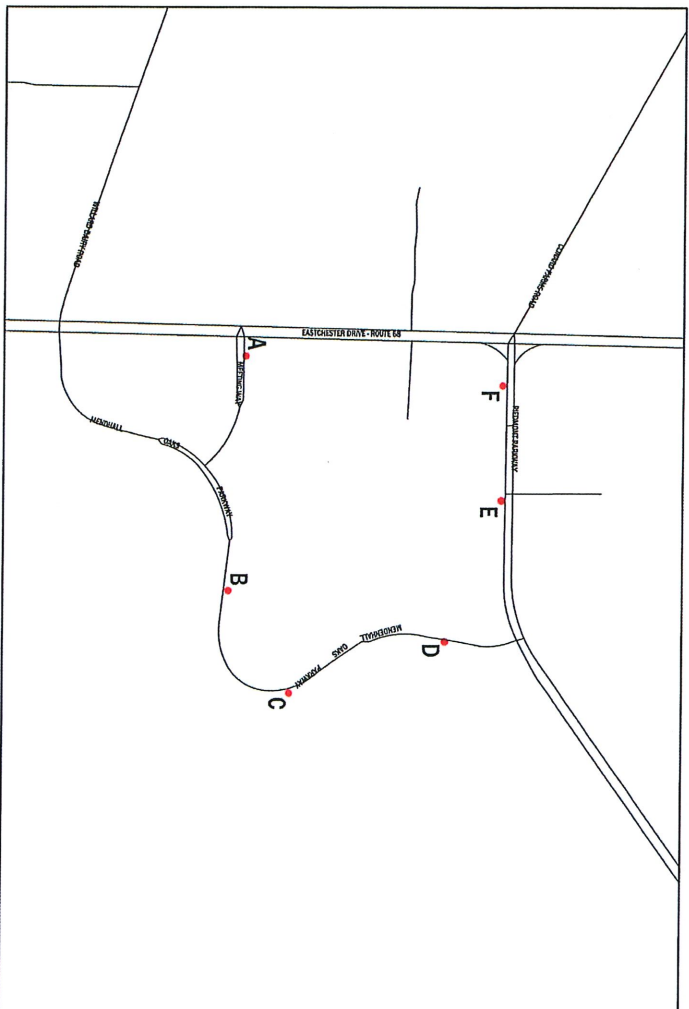
1. Small wireless facilities and related equipment, as more particularly described in the attached plans, entitled "Deepnorth Sites" for 6 nodes sites, which are incorporated herein and made part of this agreement by reference and attached as Exhibit A-1 Deepnorth Sites.
2. Small wireless facilities and related equipment, as more particularly described in the attached plans for the following areas and node sites, incorporated herein and attached hereto as Exhibits A-2 and A-3:
 - a. Exhibit A-2: SMC Deepriver Sites (11 node sites)
 - b. Exhibit A-3: SMC Thatcher Sites (14 node sites)

3. Node Site IDs:

SMC_DEEPNORTH_5G_001	512612
SMC_DEEPNORTH_5G_003	512614
SMC_DEEPNORTH_5G_004	512615
SMC_DEEPNORTH_5G_005	512616
SMC_DEEPNORTH_5G_006	512617
SMC_DEEPNORTH_5G_007	512618
SMC_DEEPRIVER_5G_002	512619
SMC_DEEPRIVER_5G_003	512620
SMC_DEEPRIVER_5G_005	512622
SMC_DEEPRIVER_5G_006	512623
SMC_DEEPRIVER_5G_007	512624
SMC_DEEPRIVER_5G_008	512625
SMC_DEEPRIVER_5G_009	512626
SMC_DEEPRIVER_5G_010	512627
SMC_DEEPRIVER_5G_011	512629
SMC_DEEPRIVER_5G_013	512632
SMC_DEEPRIVER_5G_014	512635
SMC_DEEPRIVER_5G_016	512636
SMC_THATCHER_5G_001	513277
SMC_THATCHER_5G_002	513278
SMC_THATCHER_5G_003	513279
SMC_THATCHER_5G_004	513280
SMC_THATCHER_5G_005	513282
SMC_THATCHER_5G_006	513283
SMC_THATCHER_5G_007	513284
SMC_THATCHER_5G_009	513286
SMC_THATCHER_5G_010	513287
SMC_THATCHER_5G_011	513288
SMC_THATCHER_5G_012	513289
SMC_THATCHER_5G_014	513291
SMC_THATCHER_5G_015	513292
SMC_THATCHER_5G_013	513290
SMC_THATCHER_5G_008	513285

EXHIBIT A-1
SMC Deepnorth Sites

SMC_DEEPNORTH_5G SITES



SITE LOCATION PLAN

POLE INDEX						
POLE	POLE TYPE	SITE NAME	LATITUDE	LONGITUDE	GROUND ELEV.	ADDRESS
A	TYPE 1	SMC_DEEPNORTH_5G_001	36.04726	-79.8154	823.5'	MEETING WAY HIGH POINT, NC 27265 GUILFORD COUNTY
B	TYPE 1	SMC_DEEPNORTH_5G_003	36.04716	-79.85648	811.4'	HENDERSON PARKWAY HIGH POINT, NC 27265 GUILFORD COUNTY
C	TYPE 2	SMC_DEEPNORTH_5G_004	36.04829	-79.8543	812.7'	4170 HENDERSON PARKWAY HIGH POINT, NC 27265 GUILFORD COUNTY
D	TYPE 1	SMC_DEEPNORTH_5G_005	36.05102	-79.8543	801.2'	HENDERSON PARKWAY HIGH POINT, NC 27265 GUILFORD COUNTY
E	TYPE 1	SMC_DEEPNORTH_5G_006	36.05201	-79.8543	818.9'	4050 HENDERSON PARKWAY HIGH POINT, NC 27265 GUILFORD COUNTY
F	TYPE 1	SMC_DEEPNORTH_5G_007	36.05200	-79.8543	854.5'	400 HENDERSON PARKWAY HIGH POINT, NC 27265 GUILFORD COUNTY

CONSTRUCTION DRAWING
PREPARED FOR:



SUBMITTALS

REV	DATE	ISSUED FOR	DATE
1	09/13/19	INITIAL ISSUE	TJSS

STAMP

TEMSCO, P.C.



301 McClellan Blvd., Charlotte, NC 28202
Tel: (704) 561-4427
info@tilson.com tilson.com

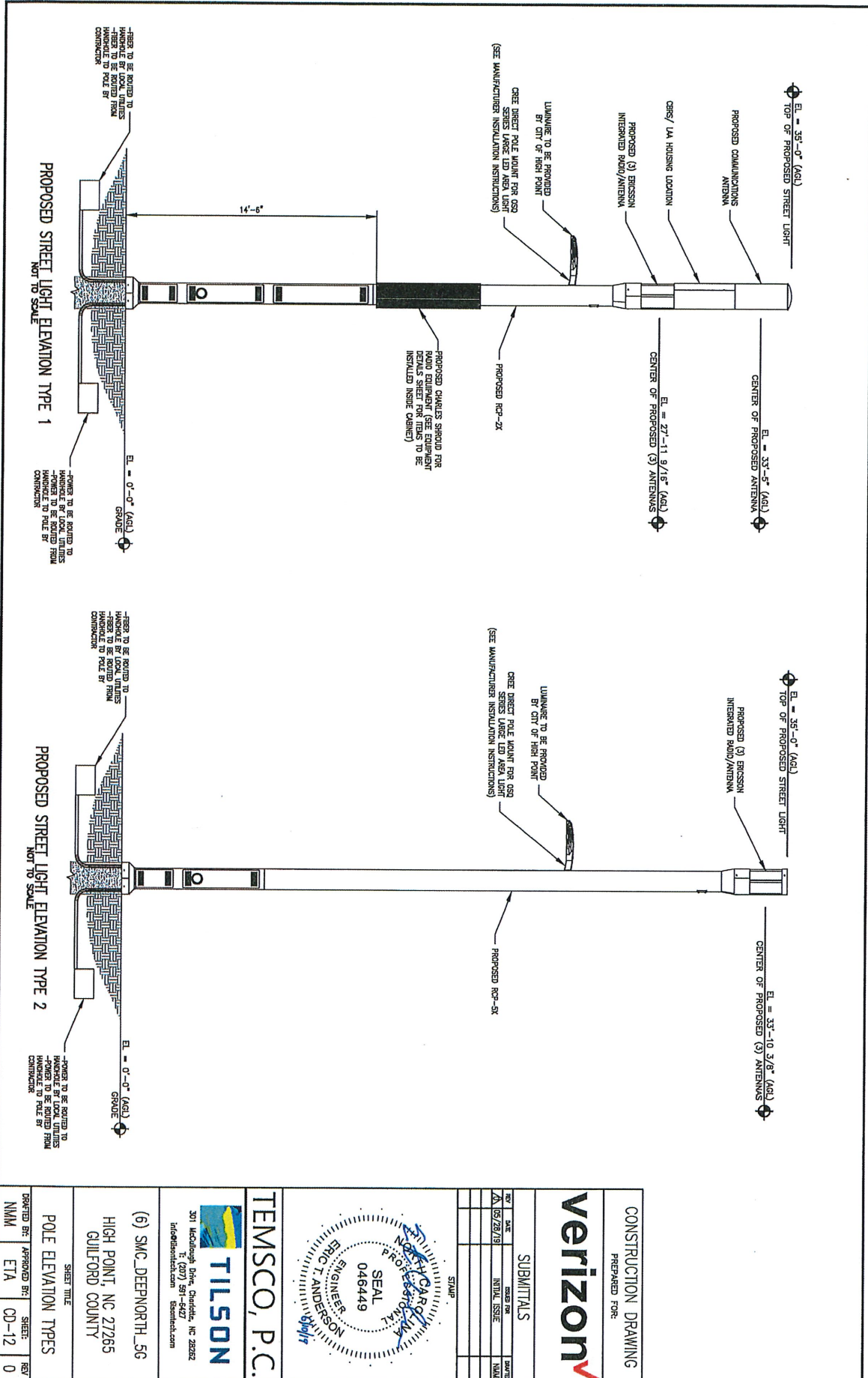
HIGHPOINT SMALL CELL
LOCATIONS

HIGH POINT, NC 27265
GUILFORD COUNTY

SHEET TITLE

SMC_DEEPNORTH_5G POLYGON

DRAWN BY: TJSS	APPROVED BY: ETIA	SHEET: CD-1	REV: 0
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CONSTRUCTION DRAWING

PREPARED FOR:

SUBMITTALS

REV	DATE	CHANGED BY	DATE
1	05/28/18	INITIAL ISSUE	N/A

STAMP

TEMSCO, P.C.

301 McDougall Drive, Charlotte, NC 28202
 Tel: (704) 581-5450
 info@tilson.com tilson.com

(6) SMC_DEEPNORTH_56

HIGH POINT, NC 27265

GUILFORD COUNTY

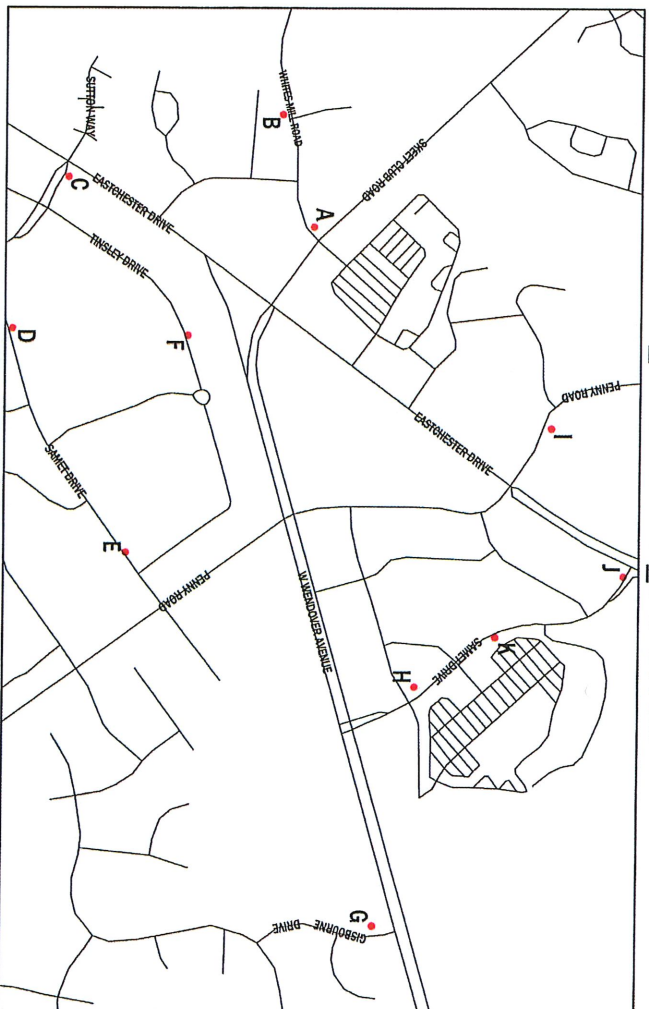
SHEET TITLE

POLE ELEVATION TYPES

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NMM	ETA	CD-12	0

EXHIBIT A-2
SMC Deepriver Sites

SMC_DEEPRIVER_5G SITES



SITE LOCATION PLAN

SITE INDEX

SITE	POLE TYPE	SITE NAME	LATITUDE	LONGITUDE	GROUND ELEVATION	ADDRESS	SHEET
A	TYPE 2	SMC_DEEPRIVER_5G_002	36.031112	-79.013240 (N)	-79.970331	1586 SHEET CLUB ROAD, HIGH POINT, NC 27265	CD-7
B	TYPE 1	SMC_DEEPRIVER_5G_003	36.030551	-79.014988 (N)	-79.972482	3567 WHITES MILL ROAD, HIGH POINT, NC 27265	CD-8
C	TYPE 1	SMC_DEEPRIVER_5G_005	36.026710	-79.013616 (N)	-79.971060	3901 SUTTON WAY, HIGH POINT, NC 27265	CD-9
D	TYPE 1	SMC_DEEPRIVER_5G_006	36.026700	-79.013234 (N)	-79.967700	3811 SWEET DRIVE, HIGH POINT, NC 27265	CD-10
E	TYPE 1	SMC_DEEPRIVER_5G_007	36.027830	-79.014205 (N)	-79.962330	5301 SWEET DRIVE, HIGH POINT, NC 27265	CD-11
F	TYPE 1	SMC_DEEPRIVER_5G_008	36.028890	-79.014635 (N)	-79.967530	3911 THICKET DRIVE, HIGH POINT, NC 27265	CD-12
G	TYPE 1	SMC_DEEPRIVER_5G_010	36.032370	-79.015635 (N)	-79.964900	3919 GIBBORNE DRIVE, HIGH POINT, NC 27265	CD-13
H	TYPE 1	SMC_DEEPRIVER_5G_011	36.032320	-79.015935 (N)	-79.960800	5815 SWEET DRIVE, HIGH POINT, NC 27265	CD-14
I	TYPE 1	SMC_DEEPRIVER_5G_013	36.035400	-79.020744 (N)	-79.973635 (N)	2410 PEARLY ROAD, HIGH POINT, NC 27265	CD-15
J	TYPE 1	SMC_DEEPRIVER_5G_014	36.036600	-79.021162 (N)	-79.982150	5870 SWEET DRIVE, HIGH POINT, NC 27265	CD-16
K	TYPE 1	SMC_DEEPRIVER_5G_016	36.034480	-79.020405 (N)	-79.981100	5840 SWEET DRIVE, HIGH POINT, NC 27265	CD-17

CONSTRUCTION DRAWING
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SUBMITTALS

REV	DATE	REASON FOR	BY	DATE
1	09/13/19	INITIAL ISSUE	TJSS	

STAMP

TEMSCO, P.C.



301 Macdonald Drive, Charlotte, NC 28202
Tel: (707) 581-4827
info@tilson.com tilson.com

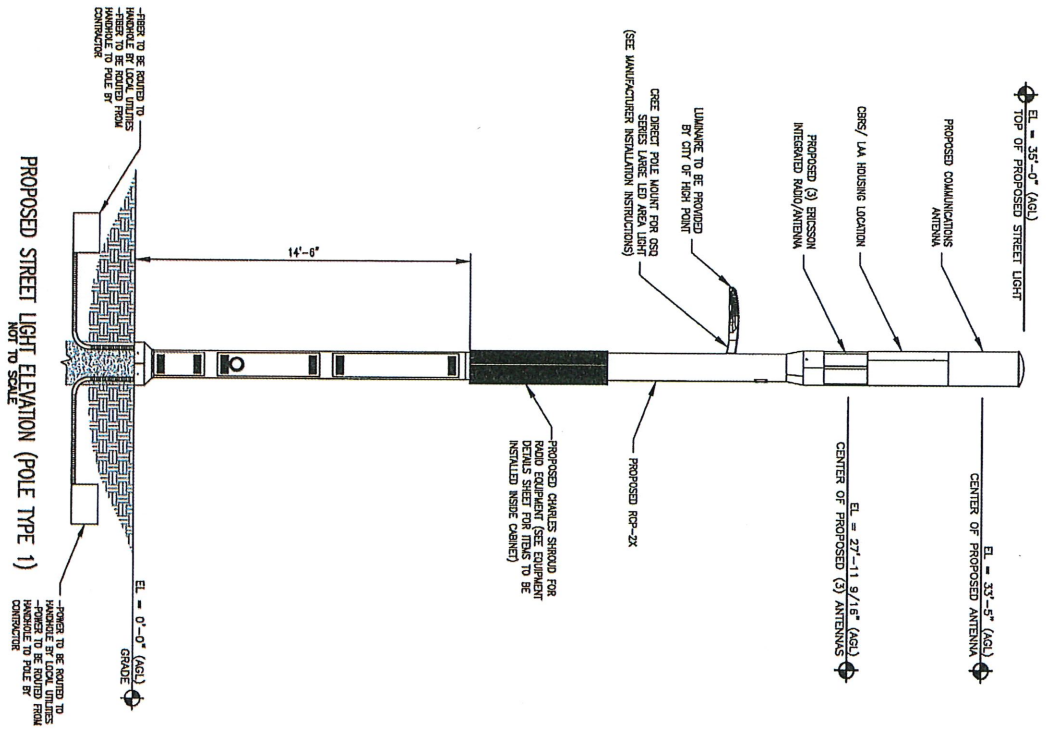
HIGHPOINT SMALL CELL
LOCATIONS

HIGH POINT, NC 27265
GUILFORD COUNTY

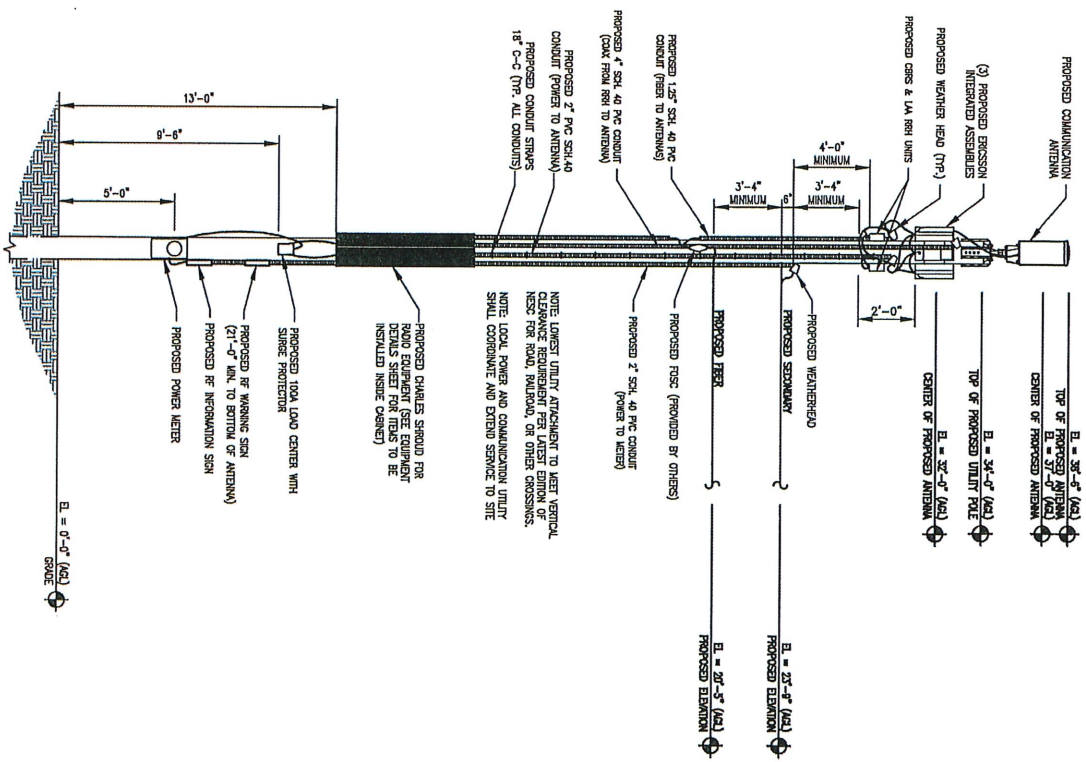
SHEET TITLE

SMC_DEEPRIVER_5G POLYGON

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TJSS	ETA	CD-2	0



CONSTRUCTION DRAWING			
PREPARED FOR:			
SUBMITTALS			
REV	DATE	ISSUED FOR	DRAWN
1	06/17/19	INITIAL ISSUE	NMM
STAMP			
<p>THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT</p>			
<p>TEMSCO, P.C.</p>			
<p> TILSON</p>			
<p>301 McMillan Drive, Charlotte, NC 28202 P. (707) 91-5427 info@temtsch.com temtsch.com</p>			
<p>(11) SMC DEEPRIVER_5G HIGH POINT, NC 27265 GUILFORD COUNTY</p>			
SHEET TITLE			
POLE ELEVATION TYPE 1			
DRAWN BY:	APPROVED BY:	SHEET	REV
NMM	ETA	CD-18	0



PROPOSED UTILITY POLE ELEVATION (POLE TYPE 2)
NOT TO SCALE

CONSTRUCTION DRAWING

PREPARED FOR

SUBMITTALS

REV	DATE	CHANGED BY	DATE
1	06/17/19	INITIAL ISSUE	NMM

301 McAllister Drive, Charlotte, NC 28202
 info@tilson.com tilson.com

(11) SMC DEEPRIVER_5G
 HIGH POINT, NC 27265
 GUILFORD COUNTY

SHEET TITLE

POLE ELEVATION TYPE 2

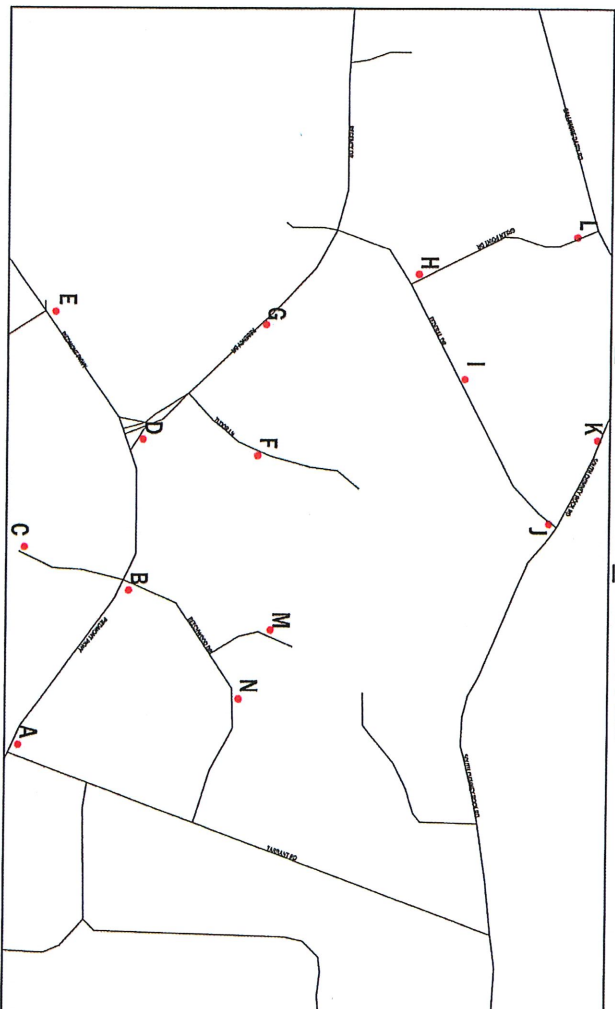
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NMM	ETA	CD-19	0

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TEMSCO, P.C.

EXHIBIT A-3
SMC Thatcher Sites

SMC_THATCHER_5G SITES



SITE INDEX

SITE	POLE TYPE	SITE NAME	LATITUDE	LONGITUDE	GROUND ELEVATION	ADDRESS	SHEET
A	TRE 1	SMC_THATCHER_5G_002	36.063830	-79.0313.79 [W]	876.7	STATE ROAD 1552, HIGH POINT, NC 27265	CD-9
B	TRE 1	SMC_THATCHER_5G_003	36.060690	-79.0321.92 [W]	864.5	FEDMONT PARKWAY, HIGH POINT, NC 27265	CD-10
C	TRE 1	SMC_THATCHER_5G_004	36.063910	-79.0314.08 [W]	873.7	BEECHWOOD DRIVE, HIGH POINT, NC 27265	CD-11
D	TRE 1	SMC_THATCHER_5G_005	36.063800	-79.0322.97 [W]	863.2	REGENCY DRIVE, HIGH POINT, NC 27265	CD-12
E	TRE 1	SMC_THATCHER_5G_006	36.064430	-79.0315.95 [W]	865.8	FEDMONT PARKWAY, HIGH POINT, NC 27265	CD-13
F	TRE 1	SMC_THATCHER_5G_007	36.063840	-79.0312.18 [W]	869.4	TUDOR LANE, HIGH POINT, NC 27265	CD-14
G	TRE 1	SMC_THATCHER_5G_008	36.063890	-79.0312.35 [W]	862.4	REGENCY DRIVE, HIGH POINT, NC 27265	CD-15
H	TRE 1	SMC_THATCHER_5G_009	36.062330	-79.0314.45 [W]	868.2	GREEN POINT DRIVE, HIGH POINT, NC 27265	CD-16
I	TRE 1	SMC_THATCHER_5G_010	36.063830	-79.0314.45 [W]	864.2	FEDERAL DRIVE, HIGH POINT, NC 27265	CD-17
J	TRE 1	SMC_THATCHER_5G_011	36.063100	-79.0314.45 [W]	871.4	FEDERAL DRIVE, HIGH POINT, NC 27265	CD-18
K	TRE 2	SMC_THATCHER_5G_012	36.065140	-79.0314.45 [W]	878.3	759 S CHURCH ROCK ROAD, HIGH POINT, NC 27265 (WOOD ROW)	CD-19
L	TRE 1	SMC_THATCHER_5G_013	36.065600	-79.0313.23 [W]	878.3	BENTONVILLE GREENWAY, HIGH POINT, NC 27265	CD-20
M	TRE 1	SMC_THATCHER_5G_014	36.065600	-79.0313.23 [W]	878.3	WATERLIFE COURT, HIGH POINT, NC 27265	CD-21
N	TRE 1	SMC_THATCHER_5G_015	36.065600	-79.0313.23 [W]	878.3	BEECHWOOD DRIVE, HIGH POINT, NC 27265	CD-22

CONSTRUCTION DRAWING

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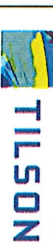


SUBMITTALS

REV	DATE	ISSUED FOR	REVISION
01	09/13/19	INITIAL ISSUE	1/15

STAMP

TEMSCO, P.C.



301 McCullough Drive, Charlotte, NC 28262
info@tilson.com tilson.com

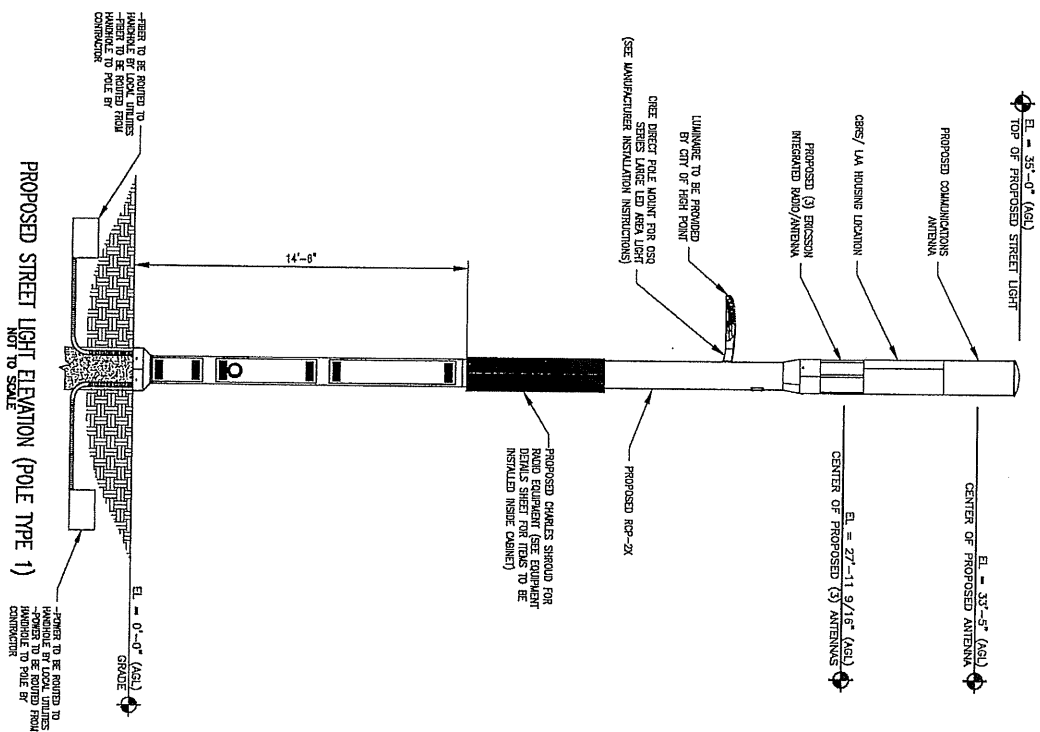
HIGHPOINT SMALL CELL
LOCATIONS

HIGH POINT, NC 27265
GUILFORD COUNTY

SHEET TITLE

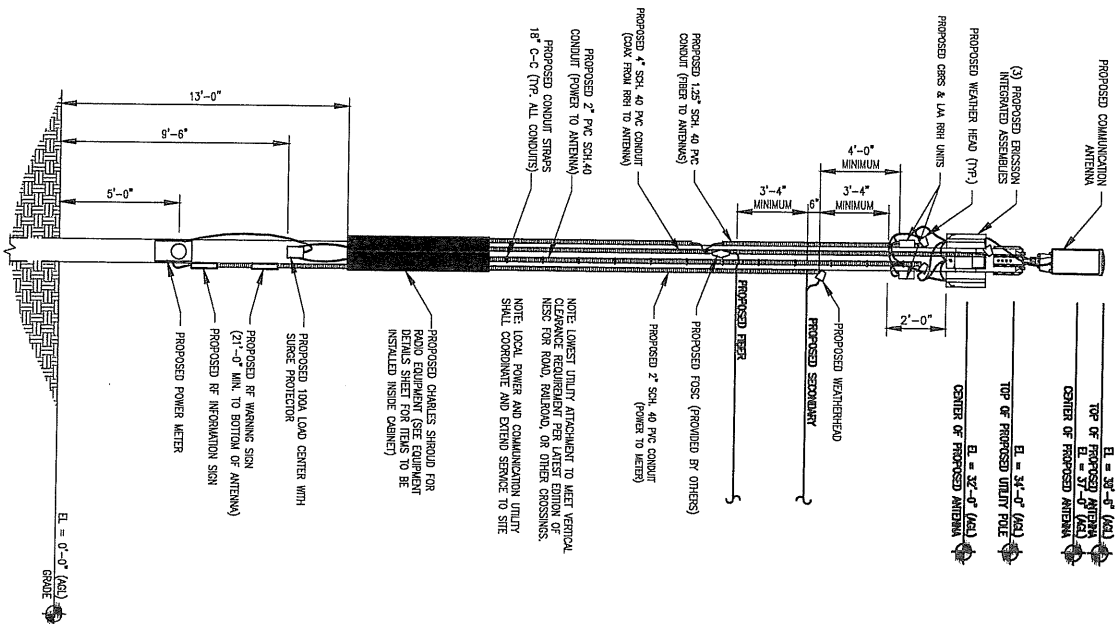
SMC_THATCHER_5G POLYGON

DRAWN BY: TILSON	APPROVED BY: TILSON	SHEET: CD-3	REV: 0
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PREPARED FOR: CONSTRUCTION DRAWING			
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1	06/24/18		
THIS DOCUMENT IS: PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT			
STAMP			
TEMSCO, P.C.			
<div style="display: flex; align-items: center; justify-content: center;"> <div> <p style="margin: 0; font-size: 24px; font-weight: bold;">TILSON</p> <p style="margin: 0; font-size: 12px;">301 McDougall Dr., Charlotte, NC 28262 Tel. (707) 591-4427 info@tilson.com tilsonhvac.com</p> </div> </div>			
(14) SMC_HATCHER_5G SITES			
HIGH POINT, NC 27265 GUILFORD COUNTY			
SHEET TITLE			
POLE ELEVATION TYPE 1			
DRAWN BY:	APPROVED BY:	SHEET	REV
MMMM	ETA	CD-23	0

PROPOSED UTILITY POLE ELEVATION (POLE TYPE 2)
NOT TO SCALE



CONSTRUCTION DRAWING			
PREPARED FOR:			
SUBMITTALS			
NO.	DATE	REVISION	DATE
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STAMP			
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 301 McLaughlin Drive, Charlotte, NC 28262 Tel: (707) 591-6427 info@tilson.com tilson.com			
(14) SMC_THATCHER_5G_SITES			
HIGH POINT, NC 27265			
GUILFORD COUNTY			
SHEET TITLE			
POLE ELEVATION TYPE 2			
DESIGNED BY: NMM	APPROVED BY: ETA	SHEET: CD-24	REV: 0