



**South River Electric
Membership Corporation**

A Touchstone Energy® Cooperative 

SOUTH RIVER ELECTRIC MEMBERSHIP CORPORATION

South River EMC

-and-

Hazel Clark

SREMC Encroachment Agreement

for Transmission and Distribution

Right-a-Way

THIS AGREEMENT, made and entered into this the 25 day of NOV, 2024 by and between SOUTH RIVER ELECTRIC MEMBERSHIP CORPORATION, party of the first part; and Hazel Clark party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach into the: Existing Right of Way held by South River EMC and named Cooper's Ranch Circuit. Location of encroachment is at 7986 Overhills road and lot being between poles 149668 and 122779. Encroachment of new septic drain field lines being installed North to South on the SW side of lot.
PIN 0540-48-1572

Appendix A being attached to Agreement is the drawing plan sheet for party of the second part.

WHEREAS it is to the material advantage of the party of the second part to enter into this encroachment agreement, and the party of the first part, in the exercise of authority within the State and Federal utility guidelines and codes, is willing to permit the encroachment within the limits of the said right of way, subject to the conditions of this agreement.

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown in the attached plan sheet(s), specifications and provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above-described facilities will be accomplished in accordance with the latest ANSI C2 NESC guidelines and the party of the first part's latest POLICY and PROCEDURES relative to approach distances to the party of the first part's power lines, appurtenances, and equipment.

That the party of the second part acknowledges and agrees the party of the first part has full rights of access to its facilities within the encroachment within the party of the first part's Right of Way corridors, granted or prescribed; that the said encroachment does not restrict, prohibit, or prevent in any way the party of the first part from accessing its electric facilities along its own Right of Way corridor or impede its travel through said Right of Way corridor.

That the party of the second part hereby acknowledges and agrees that no verbal or written agreement has been made in which the party of the first part is obligated to notify when entering upon said encroachment within its own Right of Way corridors, granted or prescribed.

That the party of the second part acknowledges and agrees it will not install any above ground structures, outlets, manholes, testing or maintenance facilities, fences or other surface structures within the party of the first part's Right of Way corridors, granted or prescribed.



South River Electric Membership Corporation

A Touchstone Energy® Cooperative

That the party of the second part hereby acknowledges and agrees to notify party of the first part when excavating or constructing within 15' near or around the party of the first part's overhead or underground electric distribution facilities; that the party of the second part agrees to locate the party of the first part's facilities through NC811 Carolina prior to any excavation; that the party of the second part agrees to hold themselves liable and responsible for any damages occurred to the party of the first part's power lines, appurtenances and equipment while constructing, operating, and/or maintaining its facilities within the party of the first part's Right of Way corridors.

That the party of the second part promises to indemnify fully the party of the first part and its personal representatives, collectors, successors and assigns and all of its past, present, and future officers, directors, members, agents, representatives, insurers, predecessors and successors against any and all claims or suits of any nature or description that may be in the future brought by any person or entity on account of damages incurred while the party of the first part, its contractors and representatives, conduct business operations within its Right of Way corridors, granted or prescribed, within the encroachment. This Indemnity protection shall include all costs of litigation, including reasonable attorneys' fees in the payment of any damages, whether by way of judgment or settlement.

That the party of the second part hereby agrees that all successors and assigns are bound by this agreement.

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

SOUTH RIVER EMC

Sign Hazel Clark
Hazel Clark
SECOND PARTY Print

Sign Jeffrey Carroll
Jeffrey Carroll
FIRST PARTY Print

STATE OF North Carolina - COUNTY OF Johnston
I, Dawn Gerke Hickman, a Notary Public of said State and
County, do hereby certify that Hazel Clark
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
This the 25th day of November, 2024
Witness by hand and notarial seal this the 24th day of Nov, 2024.
(My Commission Expires: 10-25-2028) Dawn Gerke Hickman
Notary Public



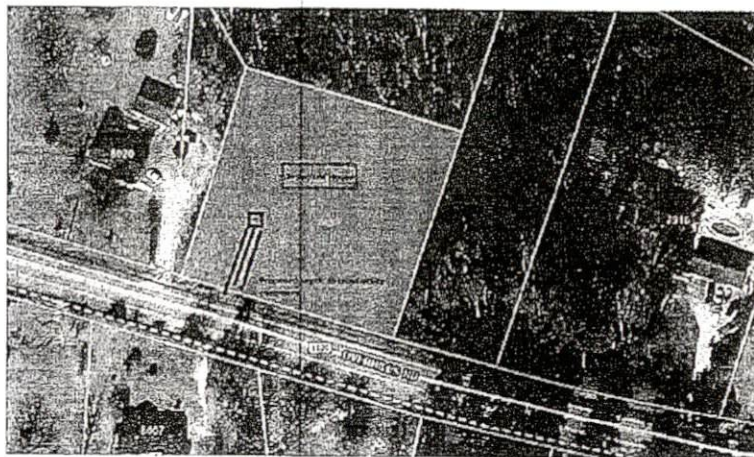
Location:

MAP 124-16

JOB#

7986 Overhills road
PIN 0540-48-1527
near pole 149668, 122779
Hazel Clark

APPENDIX A



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.