

ENCROACHMENT AGREEMENT

TOWN OF JEFFERSON STREETScape IMPROVEMENTS

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2026, by and between **ASHE COUNTY, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (hereinafter referred to as the “County”), and the **TOWN OF JEFFERSON, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (hereinafter referred to as the “Town”).

1. Purpose

The purpose of this Agreement is to permit the Town to construct certain public improvements on property owned by the County in connection with a streetscape and accessibility improvement project along East Main Street in downtown Jefferson.

2. Property

The County owns property located along East Main Street in Jefferson, North Carolina, on which the Museum of Ashe County History is located. The area of encroachment is located at the front of the museum property adjacent to East Main Street.

3. Description of Encroachment

The County hereby grants permission to the Town to construct and maintain the following improvements on the County Property:

- Construction of a semi-circular concrete seating area with steps.
- Construction of an ADA-accessible wheelchair ramp providing access from the sidewalk along East Main Street to the museum walkway.
- Removal of existing stairs currently located to the right of the proposed semi-circular seating area, as well as the steps currently leading to the museum walkway, where the semi-circle improvements will be made.
- Relocation of the Museum of Ashe County History sign as necessary to accommodate the improvements.
- Landscaping areas associated with these proposed improvements, as delineated in the design renderings in Exhibit A.

The encroachment authorized by this Agreement shall be permanent, subject to the terms and conditions set forth herein.

4. Construction Responsibilities

The Town shall be solely responsible for:

- Design, permitting, and construction of the Encroachment Improvements.
- Ensuring that all work complies with applicable federal, state, and local laws, including accessibility requirements under the Americans with Disabilities Act (ADA).
- Restoring any disturbed or damaged portions of the County Property following construction.

The Town shall coordinate construction activities with the County to minimize disruption to museum operations. The museum has two events in 2026 for which all construction operations must cease for one day. These include:

- May 9th, 2026: Spring Open House
- June 6th, 2026: America 250th Celebration
- August 14th- 15th, 2026: Blue Ridge Brutal Bike Race
- September 11th, 2026: 9/11 Memorial Ceremony
- September 12th, 2026: Pistons for a Purpose
- September 19th, 2026: Night at the Museum Program
- Every 4th Saturday of the Month from April-November: Courthouse Concert Series

For these scheduled events, all construction activities must cease entirely. All construction equipment and related clutter must be cleared on the prior day to allow for a safe and hospitable environment for museum events. Any construction areas in progress on or adjacent to museum property must be properly identified and sectioned off.

Design renderings as well as construction plans for all construction activities taking place on museum property can be found in Exhibit A.

5. Maintenance

After completion of construction:

- The Town of Jefferson shall be responsible for all maintenance, repair, and replacement of the semi-circular seating area, steps, ADA ramp, landscaping and associated improvements constructed as part of this project.
- Ashe County shall retain responsibility for the Museum of Ashe County History sign, including maintenance and repair of the sign following its relocation.

6. Liability and Indemnification

To the extent permitted by North Carolina law, the Town agrees to indemnify and hold harmless the County, its officers, employees, and agents from any claims, damages, or liabilities arising out of the design, construction, or maintenance of the Encroachment Improvements, except to the extent caused by the negligence or wrongful acts of the County.

Nothing in this Agreement shall be construed as a waiver of governmental immunity by either party.

7. Insurance

During construction of the Encroachment Improvements, the Town shall ensure that any contractor performing work maintains appropriate insurance coverage, including general liability insurance, in accordance with applicable law and customary municipal contracting requirements.

8. Right of Access

The County shall allow the Town and its contractors reasonable access to the County Property for purposes of constructing and maintaining the Encroachment Improvements.

9. Removal or Relocation

If the County determines that the Encroachment Improvements must be removed or relocated due to future development or public necessity, the County shall provide reasonable written notice to the Town. The parties shall work cooperatively to determine an appropriate course of action.

10. Ownership

The County shall retain ownership of the underlying property. This Agreement does not convey any real property interest and shall be construed solely as permission for the Encroachment Improvements described herein.

11. Term

This Agreement shall remain in effect indefinitely unless terminated by mutual written agreement of the parties.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASHE COUNTY, NORTH CAROLINA

By: _____
Adam Stumb, County Manager

Attest: _____

TOWN OF JEFFERSON, NORTH CAROLINA

By: _____
Charity Curtis, Town Manager

Attest: _____

Exhibit A – Design Renderings





