



ENCROACHMENT LICENSE

THIS LICENSE AGREEMENT is made this _____ day of _____, 20____, by and between the Town of Smithfield, a North Carolina Municipality (hereinafter "Town"), and _____, (hereinafter "Licensee") and their successors in title.

WHEREAS, the Town owns property located at _____
(The Property);

WHEREAS, Licensee is desirous of constructing _____ ("The Improvements") on the Town property; and,

WHEREAS, the permission granted herein is limited to The Improvement proposed on The Property.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt of which is acknowledged, the Town will permit the encroachment on The Property as set forth herein and subject to the conditions set forth below:

1. Licensee and successors in title may install, maintain and repair The Improvements according to plans and specifications approved by the Town.

2. Licensee must notify the Town at least forty-eight (48) hours before construction, repair and/or maintenance work commences within the encroachment. No such work shall take place without the Town staff being given the opportunity to be present at the site. Further, if the Town in its sole discretion determines that any proposed work may potentially cause an unsafe condition or damage or impair the Town Property, the Town shall have the authority to prevent such work from being done by giving notice to Licensee. Notwithstanding the foregoing, in the event of an emergency situation and/or the existence of an unsafe condition of Licensee's land, the prescribed forty-eight (48) hour notice requirement shall be waived by the Town.

However, in the event of such situation, said waiver shall not relieve Licensee from their obligation to notify the Town in a timely and practical manner. The Town shall have no obligation to notify Licensee of their intent to do work.

3. To the fullest extent permitted by law, Licensee, their successors and assigns agree to release, defend, protect, indemnify, save and hold harmless the Town, its agents, directors, employees and contractors against any and all claims, costs and liabilities, including the costs of defense for damages, injury or death arising from or in any way connected to the installation, maintenance, repair, removal and/or presence of The Improvements permitted hereunder, regardless of whether such harm is to Licensee, the Town, the employees or officers of either or any other person or entity, except shall not be liable under this paragraph for loss or damage to the extent resulting from the negligence or intentional acts of the indemnified parties.

4. The permission granted herein is limited exclusively to the proposed Improvement on The Property. Licensee shall not alter the grade, perform any other site disturbing activities, or permit such alteration anywhere upon The Property without proper express written consent of the Town. Licensee shall construct and maintain The Improvements in compliance with all applicable laws and in good repair. Licensee shall, at all times, use best efforts to conduct all of activities on The Property in such a manner as to not interfere with or impede the flow of traffic or other easements, utilities, or improvements on The Property and shall remove The Improvements at no cost to the Town when directed by the Town. The work shall be done and The Improvements maintained in conformance with the direction of the Town.

[SIGNATURES ON FOLLOWING PAGES]

TOWN OF SMITHFIELD

BY _____ (SEAL)
Michael L. Scott, Town Manager
Town of Smithfield

NORTH CAROLINA
JOHNSTON COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that

Michael L. Scott personally appeared before me this day and acknowledged that he is the Town Manager of the Town of Smithfield a North Carolina Municipal Corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____
(Affix Seal)

BY

(SEAL) (SEAL)

_____, Licensee

_____, Licensee

NORTH CAROLINA
JOHNSTON COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that

_____, Licensee and _____, Licensee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, the _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____
(Affix Seal)

BY _____ (SEAL)

LICENSEE

NORTH CAROLINA
JOHNSTON COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that

_____ personally appeared before me this day and

Acknowledged that he is the _____ of _____, a North Carolina corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial seal, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____
(Affix Seal)