

Instrument Prepared by Roger W. Knight

Parcel Identification Number: _____

Parcel Identifier: Book of Maps _____, Page _____, Wake County Registry

Mail After Recording to: Phillip Bunton

Director of Public Works
Town of Knightdale
950 Steeple Square Ct.
Knightdale, NC 27545

**STATE OF NORTH CAROLINA
WAKE COUNTY**

**AGREEMENT REGARDING THE INSTALLATION OF A PERMANENT STRUCTURE
IN TOWN OF KNIGHTDALE PUBLIC DRAINAGE EASEMENT**

This AGREEMENT REGARDING THE INSTALLATION OF A PERMANENT STRUCTURE WITHIN A TOWN OF KNIGHTDALE PUBLIC DRAINAGE EASEMENT (this "Agreement") is made and entered into this ____ day of _____, 20____, by and between the Town of Knightdale, North Carolina ("Town") and _____ ("Owner(s)") a resident of the Town of Knightdale, residing at _____, Knightdale NC 27545 (Town and Owner may be referred to herein as the "Parties").

RECITALS

I. The Owner has requested permission from the Town to install a permanent _____, (herein referred to as the "Appurtenance"), along the _____ side of their property (the Encroachment) in a portion of the public drainage easement along _____.

II. The Owner desires to obtain the Town's permission to locate the permanent structure in such drainage easement, and the Parties desire to establish their respective rights and obligations with respect to such appurtenance.

AGREEMENT

In consideration of the benefit to the Owner, wishing to _____ along their property at _____, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Assumption of Responsibility and Grant of Permission. The Owner and any subsequent property owner is responsible for the installation, operation, and maintenance of the appurtenance, meeting the requirements set forth below, within the public drainage easement at _____, of the _____ Subdivision, pursuant to the improvement sketch provided, or if required, as permitted. This sketch or permitted plan shall be attached to this document as Addendum A. The town will allow the Owner to so install, operate, and maintain the Encroachment in accordance with the provisions of this agreement.

2. Further Obligations of Property Owner _____ is the Owner of the Encroachment and as such shall be responsible for any damage to Town streets, sidewalks, utilities, or stormwater infrastructure from the installation or repairs to the appurtenance. The Owner shall maintain accurate as-built information regarding the Encroachment and shall be responsible for providing this information to the Town or any other governmental entity upon request. The Owner has delivered or will deliver its contact information to the Town's Director of Public Works, indicating that it is the Owner of the appurtenance to be installed pursuant to this Agreement. It is the Owner's responsibility to record the document and provide the Town attorney proof of recordation with Wake County and if the Owner fails to do so within 15 days of _____, 20__ the agreement is void and of no effect.

3. System Requirements. The appurtenance shall be installed or constructed in a quality workmanship manner using industry standard materials.

4. Conditions of Town's Permission. The Town shall not be responsible for damage of any kind to the Encroachment, or components thereof, for any reason or by any party. The Town's Director of Public Works may at any time immediately revoke the permission to locate, operate and maintain the appurtenance granted by this Agreement. In the event the Town deems it necessary for the Owner to remove the Encroachment, the Owner shall upon receipt of such written demand, promptly do so, and shall repair any public improvements within the Town's public drainage easement or right-of-way damaged by such removal. The Owner shall notify the Town's Public Works Director or Department prior to any work performed on said appurtenance located within the Town's public drainage easement or affecting the right-of-way, traffic movement, or other functions of the Town. The Owner hereby indemnifies and agrees to hold harmless the Town, its officials, employees and agents against liability on account of personal injury and/or property damage resulting in whole or in part related to the Encroachment, and/or its installation, maintenance, operation, removal or ownership thereof, and during the duration of this Agreement.

5. Further Documentation. The Parties shall execute and deliver or cause to be executed and delivered to each other such further instruments, documents, conveyances and things and take such other action as may be reasonably required or appropriate to more effectively carry out the terms, provisions and purposes of this Agreement.

(a) N/A

6. Notices. All notices required or permitted hereunder must be in writing. Notices shall be deemed to be given: (a) upon receipt when hand delivered; (b) on the next business day when sent, postage prepaid, by Express Mail, Federal Express or other reputable overnight delivery service; or (c) when sent by facsimile on a business day with confirmation of transmission received, to the appropriate address indicated below, or to such other address as a Party shall designate for itself from time to time by notice to the other Parties.

If to _____:

If to Town:

Town of Knightdale
Public Works Department
950 Steeple Square Ct.
Knightdale, North Carolina 27545
Attn: Director of Public Works

7. Covenants to Run with the Land. This Agreement shall be recorded with the Wake County Register of Deeds and all of the grants, representations, warranties, undertakings, covenants, terms, provisions and conditions in this Agreement shall run with the Land and shall apply to and bind the successors and assigns of the Owner. If there shall be more than one property owner, the covenants, representations and warranties made herein shall be deemed to be joint and several. In the event title to the property passes property benefitted by this Agreement passes to another Owner or Owners, the new Owner or Owners are bound by the terms of this Agreement unless such Owners remove the appurtenance and repair any damages to the public drainage easement caused by the removal of the appurtenance.

8. Miscellaneous. This Agreement constitutes the entire understanding and agreement by and between the Parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective successors and assigns. This Agreement is governed by North Carolina law. This Agreement may be executed in several counterparts, provided that all of the counterparts, when taken together, shall constitute one and the same instrument and shall become effective when each Party has executed at least one such counterpart. Transmission of a signature by facsimile shall be considered an original for purposes of this Agreement. The headings of the various sections in this Agreement are for reference only and shall not modify, define, limit or expand the intent of the Parties as expressed in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed with all due and requisite authority by authorized signatories therefore.

TOWN SIGNATURE PAGE

By: _____

Name: _____

Title: _____

Date: _____

_____ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

(Official Seal)

Date:
(Official Seal) _____

Official Signature of Notary
_____, Notary Public

Notary's printed or typed name

My commission expires: _____

OWNER SIGNATURE PAGE

By: _____

Name: _____

Date: _____

_____ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Name(s) of principal(s)

(Official Seal)

Date:

(Official Seal) _____

Official Signature of Notary

_____, Notary Public

Notary's printed or typed name

My commission expires: _____

EXHIBIT A: Improvement Sketch