

**TOWN OF DEWITT LICENSE AGREEMENT**  
**WITH RELEASE AND INDEMNIFICATION**

THIS AGREEMENT dated \_\_\_\_\_ by and between the **Town of DeWitt** a municipal corporation organized and existing pursuant to the laws of the State of New York (the "Town") and \_\_\_\_\_ of \_\_\_\_\_, Town of DeWitt, County of Onondaga, (name of owner) (road name) State of New York (collectively "\_\_\_\_\_") the "Owner."

WHEREAS, the Town has a Town Highway, right-of-way on which \_\_\_\_\_ (road name) is located; and

WHEREAS, \_\_\_\_\_ owns the property located at \_\_\_\_\_; and (address)

WHEREAS, the Town examined the attached instrument survey map of \_\_\_\_\_, prepared by \_\_\_\_\_, licensed Land Surveyor, dated \_\_\_\_\_ (the "Survey"), indicating that \_\_\_\_\_ (describe structure or improvement) to be constructed herein referred to as "Improvements" by the Owner will encroach onto the Town's Right-of-Way for \_\_\_\_\_ (road name).

WHEREAS, the Owner requests that the Town permit him to encroach upon the Town's Right-of-Way for the purpose of constructing and maintaining his \_\_\_\_\_, all as set forth on the Survey.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, in hand paid by the Owner to the Town, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Town hereby grants a license to Owner for the placement of Improvements within the Town's Right-of-Way, which Improvements shall be placed \_\_\_\_\_
2. The Owner shall not obstruct, impede or interfere, with the Town's use of its Right-of-Way.
3. The Owner shall promptly move, remove and/or modify the Improvements shown on the Survey if, in the sole discretion of the Town or the Town's Highway Superintendent, the area on which the Improvements encroaches is necessary for highway, town or utility purposes.
4. The Owner agrees that upon 30 days notice to him at his residence \_\_\_\_\_ (address) the Town and/ or the Town's Superintendent may terminate this License Agreement and, within such 30 day period, the Owner shall remove the Improvements from the Town's Right-of-Way. If the Owner does not remove the Improvements following 30 days notice, the Town may remove the Improvements.
5. The Owner, in consideration of this License Agreement, hereby releases and discharges the Town and its officers, employees, agents, Boards and Boards members, all fire districts, all fire corporations, all fire companies, all ambulance companies and there respective heirs, executors, administrators, successors and assigns (hereinafter collectively referred to as the "RELEASEES") from all actions, causes of action, suits, debts, dues, sums

of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law admiralty or equity, which against the RELEASEES, the Owner, his heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever arising out of this License Agreement. Without in any way limiting the foregoing, the Owner hereby RELEASES, from any liability, action, causes of action, damages, suits, claims or demands arising directly or indirectly:

- (a) from the issuance and use of this License;
  - (b) from the construction, erection and maintenance of the Improvements;
  - (c) from any inability of emergency vehicles to render aid or to use or reach the Owner's premises as a result of the construction or maintenance of the Improvements;
  - (d) from any damage to Owner's premises or the fence from any road maintenance, snow clearing or other highway maintenance operations conducted by the Town; or
  - (e) from any other situation which involves or results in personal injuries, death or property damage.
6. The Owner further agrees to defend, indemnify and save harmless, from any and all liability, actions, causes of action, damages, suits, claims or demands arising directly or indirectly arising out of this License Agreement, including, but not limited to all liability, actions, cause of action, damages, suits, claims or demands:
- (a) from the issuance and use of this License;
  - (b) from the construction, erection and maintenance of the Improvements;
  - (c) from any inability of emergency vehicles to render aid or to use or reach the Owner's premises as a result of the construction or maintenance of the Improvements;
  - (d) from any damage to Owner's premises or the fence from any road maintenance, snow clearing or other highway maintenance operations conducted by the Town within the public Right-of-Way and easement of \_\_\_\_\_; or  
(road name)
  - (e) from any other situation which involves or results in personal injuries, death or property damage.
7. The Owner agrees that this License Agreement shall remain in full force and effect as a covenant running with the owned premises at \_\_\_\_\_.  
(address)

IN WITNESS WHEREOF, \_\_\_\_\_, Town Supervisor for the Town of DeWitt and \_\_\_\_\_ have hereunto set their hands on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Supervisor

STATE OF NEW YORK        )  
COUNTY OF ONONDAGA    ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, who being by me duly sworn, did dispose and say that he is the Supervisor of the Town of DeWitt, New York, the municipality described in the above instrument; and he is duly acknowledged to me that he executed the foregoing instrument for and on behalf of said municipality by authority of the Board of Directors and on behalf of the Town of DeWitt.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK        )  
COUNTY OF ONONDAGA    ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, To me known, who, being by me duly sworn, did dispose and say, they reside at \_\_\_\_\_, DeWitt, New York, and they are the individuals described in and which executed the within instrument; and that they signed their names thereto.

\_\_\_\_\_  
Notary Public

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