

**BOROUGH OF HOPATCONG
GRANT OF REVOCABLE PERMISSION
WITH RESPECT TO ENCROACHMENT IN THE MUNICIPAL
RIGHT OF WAY**

Date: _____

Property Owner:

Property Address:

WHEREAS, the Borough of Hopatcong (hereinafter "the Borough") owns a system of dedicated roadways, paved, partially paved, and unpaved;

WHEREAS, the grantee is a property owner in the Borough of Hopatcong with land adjacent to a dedicated roadway;

WHEREAS, the grantee is the owner of currently existing encroachments into the right-of-way as clearly depicted in the drawings attached as "Exhibit A";

WHEREAS, the Governing Body of the Borough has considered the request to allow the encroachments to remain in place;

NOW THEREFORE IT BE RESOLVED between the parties:

1. The Borough hereby grants to grantee revocable permission to allow the encroachments as set forth in Exhibit A to remain in place.
2. The permission contained in this agreement is revocable by the Borough with thirty (30) days written notice to grantee or its successor following a finding by the Governing Body that the encroachment would interfere with the municipality's use of its right-of-way. The Borough's decision to revoke the permission granted by this agreement shall be final with no right of appeal to any government body, agency, or court.
3. The encroachments as set forth on Exhibit A shall not be altered, enlarged, or changed in any way. The encroachments must be maintained in their present condition in a safe manner. Any change to the encroachments set forth in Exhibit A or a change in the condition affecting safety will result in automatic revocation of the permission granted by this agreement.

4. By signing this agreement below the grantee, its successors and assigns, agrees to hold the Borough harmless, defend and indemnify the Borough with respect to any claim of any type relating in any way to the encroachments into the right-of-way. By signing this agreement below, the grantee acknowledges that they have been advised that this paragraph involves significant legal obligations and that they have a right to have this agreement reviewed by an attorney prior to signing it. The grantee also agrees to provide a copy of this agreement to any future purchaser of the property to be signed and filed with the Municipal Clerk.
5. A copy of this agreement shall be maintained by the Borough Clerk.
6. Grantee agrees to disclose this agreement to any future purchaser of the property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as the day and year set forth in the Preamble of this Agreement.

ATTEST:

Catherine Gleason, RMC
Municipal Clerk

BOROUGH OF HOPATCONG:

By: _____
Sylvia Petillo
Mayor

WITNESS:

Grantee

Grantee