



## **AGREEMENT FOR FENCE / STRUCTURE IN TOWN EASEMENT**

### **Information in reference to the structure:**

**Type of Structure:** Fence \_\_\_\_\_ Storage Building \_\_\_\_\_ Pool \_\_\_\_\_ Other \_\_\_\_\_

**Fence Material:** Chain Link \_\_\_\_\_ Wooden \_\_\_\_\_ Other \_\_\_\_\_

**Storage Building:** Permanent \_\_\_\_\_ Portable \_\_\_\_\_

**Pool:** In Ground \_\_\_\_\_ Above Ground \_\_\_\_\_

**Other (Please Explain):** \_\_\_\_\_

### **Applicant Information:**

**Name of Owner:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Name of Subdivision:** \_\_\_\_\_

**Lot #:** \_\_\_\_\_ **or Parcel #:** \_\_\_\_\_

**Owner's Address (if different):** \_\_\_\_\_

### **Easement Information:**

**Location of Easement:** \_\_\_\_\_

**Type of Easement:** PUD \_\_\_\_\_ Drainage \_\_\_\_\_ Other \_\_\_\_\_

The Owner hereby requests permission to place a fence/structure in the above referenced dedicated easement. Owner acknowledges that any permission given by the Town of Smyrna to Owner to place a fence/structure in a dedicated easement does not waive or modify the Town's rights as the easement holder. Owner understands and agrees that the Town of Smyrna or its authorized contractor shall have no liability to Owner for any damage to the fence/structure to enable work done by Town. Owner shall be solely responsible for the removal of the fence/structure to enable work to be done by Town. Owner shall be solely responsible for any costs incurred in repairing or replacing the fence/structure. Owner understands that the Town of Smyrna reserves the right to limit or to totally withdraw this permission to place a fence/structure within a dedicated easement if such fence/structure is impairing drainage, or interfering with the Town's use of the easement, or for any other appropriate reason. If this permission is withdrawn, Owner will be responsible for finding an alternative location for the fence/structure required under the Town of Smyrna's Zoning Ordinance. Owner shall inform any successor Owner of the terms and conditions of this Agreement.

Additional Terms / Comments: \_\_\_\_\_

\_\_\_\_\_

Owner's Signature

Date

**Office Use Only:**

The Town of Smyrna hereby grants \_\_\_\_\_ permission to place a fence/structure within its easement at this location subject to these terms and conditions. **All structures (other than fences) must also meet minimum building setback requirements.**

TOWN OF SMYRNA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For Public Utility and Drainage (PUD) easement, this Agreement must be signed by both, the Director of Public Works (or designee) and the Director of Utilities (or designee). For Drainage easement, this Agreement must be signed by the Director of Public Works (or designee).