



Water Point Usage License Agreement

FIRE DEPARTMENT

_____ and, _____ hereby grant to _____ Fire Department, an exclusive license to install and maintain a Dry Hydrant upon a certain parcel of real property located at _____ in Rowan County, said Tax Parcel _____ being approximately _____ acres, same being more particularly described in Exhibit A attached hereto and incorporated herein. This license agreement is pursuant to the following conditions:

1. In exchange for _____ permission to _____, _____ agrees to maintain a liability insurance policy covering itself, its volunteers and employees during the term of the agreement for their activities upon the property of _____, including coverage for any damage to _____ land or improvements caused by _____ or other mutual aid fire departments.
2. _____ shall have the authority as to who is permitted access to the water point, i.e. mutual aid fire departments, or its personnel accessing the water point for training activity and/or emergency response during this term.
3. _____ agrees that it and all its volunteers and employees shall obey all federal, state and local laws during use of the land.
4. _____ shall maintain ownership of the land subject to the rights conveyed herein, but including the right to revoke this permission license upon one (1) year written notice to the then President of the board of directors of _____.

5. If _____ revokes permission during the useful life of the dry hydrant facility, _____ will reimburse for such piping and material, in the amount of \$_____.
6. In the event _____ revokes the agreement, _____ is deemed to have abandoned the Dry Hydrant and improvements to _____, _____ has the right to remove such dry hydrant and restore _____ Land in the condition prior to the installation or leave it in place.
7. Should the options within sections 4, 5, or 6 of this agreement be exercised, a suitable alternative will be provided to comply with the Rowan County Subdivision Ordinance.
8. In the event _____ should sell the land during the term of the agreement, _____ shall explain to the new owner this agreement and the importance of this water point, and it will be transferred to the new owner.
9. _____ agrees that _____ shall not be liable for any injuries or action of _____ Fire Department or its permittees during the term of this agreement and that all of their activities shall be covered by the aforementioned insurance policy.
10. _____ agrees that it shall maintain the dry hydrant at all times in a workmanlike manner and that _____ will make any repairs necessary to protect _____ property.
11. In the event the dry hydrant is damaged by a third party, _____ shall contact _____ in a reasonable time to obtain information from the third party for filing an insurance claim for the cost of any repairs to the dry hydrant.

12. In the event _____ damages the dry hydrant and / or equipment _____ shall pay upon demand the cost of any repairs or damages caused to _____.

13. This license agreement shall be enforced as an easement and recorded in the Rowan County Register of Deeds. The developer will pay for associated recording fees.

Owners:

Fire Department Governing
Body Chair

STATE OF _____ **COUNTY OF** _____

I _____, a Notary for said County and State do hereby certify that _____, _____, and _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 20__

NOTARY PUBLIC

My commission expires: _____