

**CITY OF NOME, ALASKA**  
**EASEMENT ENCROACHMENT PERMIT AND LICENSE**

**THIS AGREEMENT** is by and between the City of Nome, a municipal corporation whose address is P.O. Box 281, Nome, Alaska 99762 (“City), and \_\_\_\_\_ whose address is P.O. Box \_\_\_\_\_, Nome, Alaska 99762, (“Licensee”)(in the event of more than one owner, “Licensee” shall mean all owners).

**RECITALS:**

1. Licensee is the fee-simple owner(s) of the following-described real property (legal description):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(“Property”) on which sits a structure (“Structure”) situated so as to encroach upon a public right-of-way easement (“Easement”) owned by City.

2. Licensee represents that the Structure is used for the following purposes and for incidental purposes relating thereto:

\_\_\_\_\_  
\_\_\_\_\_.

3. Licensee has completed an Encroachment Permit Application (of which this Agreement forms a part) and requested authorization from City to permit a portion of the Structure [**circle one**] to be **constructed** or **situated** on the Property so that it encroaches into the City’s Easement as shown on the attached survey, and only to the extent shown thereon.
4. City Agrees to authorize such encroachment under the terms and conditions as set forth in this Agreement.

It is now, therefore, agreed by and between City and Licensee as follows:

5. **Grant of Permission and License.** City does by this means license and permit Licensee’s encroachment of the Structure into the Easement, without monetary consideration, for the uses indicated above, so long as the Structure conforms to City’s regulations, other than the setback requirements as may otherwise be required under municipal ordinance. The encroachment is more particularly described as follows: \_\_\_\_\_ square feet, more or less, in the \_\_\_\_\_ right-of-way, extending \_\_\_\_\_ inches/feet beyond the Property of Licensee for a distance of \_\_\_\_\_ inches//feet. This description prevails in the event of any conflict between it and the survey attached hereto.
6. **Reservation of Rights.** City hereby reserves all rights it may have to enter upon the Easement and to install, maintain, repair or replace any water, sewer, electric, or other public utilities, to take action to maintain roadways and assure proper drainage, or to use the Easement for any other public purpose.
7. **Hold Harmless, Defense, Indemnification.** Licensee shall hold City harmless and defend and indemnify City from any and all actions, claims or demands regarding property damage or injury or death to person or property which arise from or in any way relate to the existence of the encroachment. Licensee shall hold City harmless and defend and indemnify City should City exercise its rights reserved by this Agreement to come upon the Easement to install, maintain, repair or replace any water, sewer, electric, or other public utilities, to take action to maintain roadways and assure proper drainage, or to use the Easement for any other public purpose.

8. **No Waiver of Power of Eminent Domain.** Licensee agrees that nothing in the Easement Encroachment Permit and License diminishes, alters waives or otherwise limits the eminent domain authority of the City of Nome. In the event the City exercises its eminent domain authority over the property occupied by the encroachment for street purposes, Licensee agrees that no compensation shall be due Licensee for the Property occupied by the encroachment, or for any expenses related to removal of the encroachment.
9. **Damage or Destruction.** If that portion of the above-referenced structure which causes this encroachment is ever structurally damaged beyond reasonable repair or demolished or destroyed, regardless of the cause of that damage or destruction, then this license shall terminate immediately as of the date of the damage, demolition or destruction without requiring any further action or notice by City.
10. **Use of Structure.** Licensee shall not expand, modify, or change the nature of the use of the Structure as indicated in paragraph 2, above, located in the Easement without the express, written consent of City.
11. **Future Construction.** Any construction on the Property after termination of this License shall be made in full compliance with applicable municipal ordinances.
12. **No Adverse Possession.** Licensee acknowledges that pursuant to the terms of this Agreement, as well as pursuant to the laws of the State of Alaska, Licensee acquires no prescriptive rights by virtue of this License.
13. **Rights Are Personal.** Licensee agrees that this license is personal to Licensee and may not be transferred, sold, or assigned to another person, firm, corporation or other entity without the prior, express, written consent of City. City hereby consents to the assignment of this License to \_\_\_\_\_ effective upon his/her purchase of the property provided he/she acknowledges in writing his/her agreement to be bound by the provisions of this license.
14. **Termination.** Notwithstanding paragraph 8, above, either party may terminate this Agreement at any time; however, Licensee's agreement to hold harmless the City and to defend and indemnify City for any actions, claims or damages arising out of or related to the encroachment (described in paragraph 7, above) will survive termination.
15. **Effective Date.** This Agreement shall become effective upon signature by all parties hereto.

IN WITNESS WHEREOF, the parties have signed this agreement at Nome, Alaska.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CITY OF NOME:**

BY: \_\_\_\_\_

ITS: CITY MANAGER

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**PROPERTY OWNER(S):**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Signed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BY: \_\_\_\_\_

NOTARY PUBLIC IN ALASKA

My Commission Expires: \_\_\_\_\_

**ASSIGNMENT AND ACKNOWLEDGMENT**

\_\_\_\_\_ hereby assigns all of his/her rights and obligations under that certain City of Nome, Alaska Easement, Encroachment Permit and License for Lot \_\_\_\_\_, Block \_\_\_\_\_ to \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

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

**ACCEPTANCE**

\_\_\_\_\_ hereby accepts the above assignment effective upon his/her purchase of the property referenced therein and hereby acknowledges his agreement to be bound by the provisions of that certain City of Nome, Alaska Easement, Encroachment Permit and License for Lot \_\_\_\_\_, Block \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

\_\_\_\_\_  
**Name**