

*Return Recorded Original To:  
Carl Quiram  
Goffstown Public Works Department  
404 Elm Street  
Goffstown, NH 03045*

***REVOCABLE TEMPORARY LICENSE  
Private Drain Connection***

*The Town of Goffstown*, a municipal corporation with a mailing address of 16 Main Street, Goffstown, County of Hillsborough, State of New Hampshire, 03045, acting by and through its duly authorized Board of Selectmen, (hereafter '***Licensor***'), hereby grants to \_\_\_\_\_ and \_\_\_\_\_ with a mailing address of \_\_\_\_\_, Goffstown, County of Hillsborough, State of New Hampshire, 03045, (hereafter, '***Licensee***'), a ***Revocable Temporary License*** subject to all of the terms and conditions set forth below:

*Licensee's Property*

The ***Licensee*** is the owner of improved property in the Town of Goffstown, shown on the Town of Goffstown Tax Maps as ***Map*** \_\_\_\_\_, ***Lot*** \_\_\_\_\_, title to which property was acquired by the ***Licensee*** by deed of \_\_\_\_\_ which deed is dated \_\_\_\_\_ and was recorded in the Hillsborough County Registry of Deeds at ***Volume*** \_\_\_\_\_, ***Page*** \_\_\_\_\_.

*Reason for the License*

The property of the ***Licensee*** consists of a residential dwelling and the property is currently serviced by a sump-pump, the purpose of which is to remove seasonal, occasional non-contaminated groundwater from the property of the ***Licensee***. The ***Licensor*** maintains a municipal stormwater drainage system on or near the public highway which provides access to the property of the ***Licensee***.

The ***Licensee*** is desirous of connecting said sump-pump to the municipal stormwater drainage system so that said stormwater is carried away from the residential structure and the property of the ***Licensee*** and, to that end, the ***Licensee*** has requested that the ***Licensor*** consent to this hookup on a ***temporary and revocable basis*** and the ***Licensor*** has agreed to do so subject to the terms and conditions hereof.

*Scope, Purpose and Construction Requirements of the License*

The ***Licensor*** hereby grants to the ***Licensee*** the right to install and maintain a private drain from the property of the ***Licensee*** and to connect the same to the stormwater drainage system of the Town located in the Town's Right-of-Way and connect said private drain to said stormwater drainage system in a manner approved by the Director of Public Works and the Town Engineer, all upon the further terms

and conditions hereinafter provided. Said connection shall be for the purpose of removing non-contaminated groundwater from the premises of the **Licensee** and shall be constructed strictly in compliance with any regulations or specifications of the Town, of its Public Works Department or of any other entity which shall become responsible for the maintenance of said stormwater drainage system and to the satisfaction of the Director of Public Works and the Town Engineer or any other duly authorized officer of the Town.

The **Licensee** shall pay all costs and expenses in connection with the construction, maintenance, disconnection and removal of said private drain and connection.

Conditions of the License

The **Licensee** and any successors in title to the **Licensee** to whom this **License** may be assigned, such assignment being subject to the written consent of the **Licensor**, covenants and agrees with the Town that this **License** is held subject to the following conditions:

- A. Revocable - The within **License** granted to the **Licensee** is a revocable license, which may be terminated at any time by notice in writing given by the Director of Public Works or any other duly authorized officer of the Town to the **Licensee(s)** or any **Licensee** that may be a tenant of said premises at the time.
- B. Duration - The right of the **Licensee** to use said **License** premises for the purposes referenced shall begin with the date hereof and continue until terminated in accordance with this agreement.
- C. License Use - The license granted herein shall be used in a manner that does not interfere with the stormwater drainage system of the Town and may only be used for the purpose and in the manner set forth above. Construction of the connection shall take place at the direction of and approval of the **Licensor** and shall be in compliance with all applicable codes, ordinances and/or regulations.

Additionally, the **Licensee** shall not permit the subject connection to carry any sanitary sewerage or any other illicit discharge from the Owner's premises to said private drain or said stormwater drainage system or to permit it to be connected. The **Licensee** agrees to operate and maintain the private connection so that any discharge coming therefrom is entirely and completely compliant with all local, state and federal statutes or regulations that may pertain to such a connection and the discharge into the municipal system.

- E. Removal of Connection Infrastructure upon termination of License - The **Licensee** shall be responsible for the removal, within thirty (30) days of termination, of any structures, conduit, or other appurtenances placed or constructed within the license premises pursuant to this **License**, so that the licensed premises are returned, as nearly as practicable, to the condition they were in prior to the construction of the structure and granting of this license, failing which the **Licensor** may accomplish the same and the **Licensee** shall be responsible to reimburse the **Licensor** for any cost occasioned thereby.
- F. Recordation of the within agreement and purpose thereof - This license may be recorded in the Hillsborough County Registry of Deeds by the **Licensor**, at its option, it being understood that the purpose of such recording is to demonstrate, as a matter of public record, that the within license,

as well as any infrastructure authorized to be constructed within the license premises, is not intended to convey an interest in real estate and is being recorded for the sole purpose of placing on record notice that the use of the property pursuant to this license is done with the temporary, revocable consent of the Licensor and, therefore, should not be considered by successors in title and interest as creating an interest in real estate or being an interest running with the land.

- G. Non-assignability of License - The rights granted to the **Licensee** under this agreement are personal to the **Licensee** and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the **Licensor**.
- H. Indemnity - Licensee shall be responsible for all damages to the above specified premises and to any person or any personal property upon said premises by reason of or arising directly or indirectly out of the installation, maintenance and use of said private drain connected to said stormwater drainage system and agrees not to bring any action of law or suit in equity against the Town because of anything which may happen directly or indirectly by reason of installation, maintenance and use of said private drain and the connection thereof to said stormwater drainage system, and to indemnify the Town against and hold it harmless for any and all damage and claims for damage by reason or arising directly or indirectly from the connection of said private drain to said stormwater drainage system and the use thereof.

License Premises

The **License Premises** shall constitute so much of the public right of way of \_\_\_\_\_ (street name) necessary, in the judgment of the Director of Public Works and the Town Engineer, to accomplish the connection of the sump-pump and related piping and conduit located on the **Licensee's Property** (identified above) to the stormwater drainage system of the Town.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Town of Goffstown**  
**By its Board of Selectmen**

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\_\_\_\_\_  
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**STATE OF NEW HAMPSHIRE**  
**HILLSBOROUGH, SS**

The foregoing document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the above referenced Selectmen, known to me or satisfactorily proven.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

Acceptance of Terms of License by Licensee

The **Licensee**, by the authorized signature below, hereby acknowledges the above terms and conditions and agrees that the use of the license by the **Licensee** shall be governed by and in compliance with such terms and conditions.

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

**Licensee**  
Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE**  
**HILLSBOROUGH, SS**

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

**Licensee**  
Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

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