



TOWN OF CAROLINA BEACH

1121 N. Lake Park Boulevard
Carolina Beach, North Carolina 28428
Tel (910)458-8218 or Fax (910)458-2997

Permit # _____

Date: _____

TEMPORARY APPROVAL FOR RIGHT OF WAY CLOSURE PERMIT APPLICATION

Request to close a road partially or fully for construction or repairs. Applications must be printed or typewritten and have all information answered. Please include a copy of the Permit.

Project Location: _____

Name of Owner: _____ Phone #: _____

Address of Owner: _____

Name of Contractor: _____ Phone #: _____

Address of Contractor: _____

Contractor Email: _____

Name of Contact: _____ Phone #: _____

Contact Email: _____

Reasons for requesting a Temporary Road Closure: _____

Exact Location of Requested Temporary Road Closure: _____

Requested Dates and Hours: _____

Conditions of Approval for Temporary Road Closure: _____

The following shall be submitted with the application

- Submit a Route: A map depicting the proposed road closure.
- Safety Plan: Plan for safety and security of pedestrians.
- Sign attached liability and acknowledgement.

I, _____ verify that I have notified the adjacent property owners of the Temporary Road Closure.
(Applicant/Contractor)

I understand that if the conditions of this Temporary Approval for Road Closure are not met or violated, the work shall stop immediately, and fees will be assessed.

Signature: _____ Date: _____

Release of liability and acknowledging all responsibility to cover the cost of repairing any damage or alterations resulting from any temporary road closures.

**TOWN OF CAROLINA BEACH:
Temporary Road Closure**

(Name and Address of Project)

_____ (hereinafter referred to as "Applicant"), and in consideration of the issuance of the permit herein applied for, Applicant hereby agrees as follows:

To the fullest extent permitted by law, the Applicant shall release, indemnify, keep and save harmless the Town, its agents, officials and employees from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the Town or third persons, and to all property proximately caused by, incident to, resulting from, arising out of or occurring in connection with the Applicant's use or occupancy of the Town's roadway, sidewalks, or pedestrian ways as may be permitted pursuant to this application (or by any person acting for the Applicant or for whom the Applicant is alleged to be in any way responsible), whether such claim is based in whole or in part on contract, tort (including alleged or active or passive negligence or participation in the wrong) or upon an alleged breach of any duty or obligation on the part of the Town, its agents, officials or employees.

The provisions of this agreement shall include any claims for equitable relief or for damages (compensatory or punitive) against the Town, its agents, officials and employees, including alleged injury to the property of any claimant, and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the Town, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the Town, its agents, officials or employees.

By executing this release and indemnity, Applicant expressly accepts those portions of the Town's roadway to be used for the purpose of construction or repairs. Applicant agrees to cover cost of repairing any damage or alterations resulting from any operation that occur during the temporary road closure. Damages or alterations are subject to fines and/or shall be addressed prior to the issuance of a Certificate of Occupancy.

This the ____ day of _____, 20__.

(Name of Applicant)

(Notary Public)

(SEAL)

My commission expires: _____