

ENCROACHMENT AGREEMENT

THIS AGREEMENT is effective _____ (date) by and between Avon Township, Stearns County, Minnesota (the “Township”) and _____ (name and address).

WHEREAS, Owner owns the real property described in the attached **Exhibit A** (the “Property”);

WHEREAS, the Owner must replace the septic system serving the Property and requests that the Township allow the drain field for the new septic system to encroach in the town road right of way adjacent to the property, which is controlled by the Township;

WHEREAS, the Owner has no other feasible location for the drain field and the requested encroachment has been minimized to the extent reasonably possible;

WHEREAS, the Township has determined that the encroachment will not be a threat to public safety or welfare and will not impede the use of the town road right of way by the traveling public; and

WHEREAS, the Township and Owner enter into this Agreement to allow the encroachment of the drain field.

NOW THEREFORE, the Township and Owner agree as follows:

Owner is granted the right to construct and maintain a portion of the drain field within the town road right of way to the minimum extent necessary (the “Encroachment”). The Parties agree that the Encroachment may remain in place under the terms of this Agreement.

The Encroachment shall be subject to the following terms and conditions:

1. **No Obstruction.** Owner shall not install any above ground improvements in the town road right of way. Such improvements are obstructions that may endanger the traveling public and are prohibited.

2. **Termination.** This Agreement shall terminate at the time the Encroachment is removed or upon written notice from the Township that the Encroachment must be removed to accommodate a road project within the town road right of way.

Upon written notice of termination of this Agreement, the Owner shall have 180 days to remove the Encroachment and restore the town road right of way to its natural condition at Owner's sole cost. If not so removed and restored, the Township may remove the Encroachment and restore the town road right of way to its natural condition and any cost incurred shall be the obligation of the Owner.

3. **Real Estate Taxes.** Owner agrees that they are responsible for all real estate property taxes that in any way result from this Agreement.

4. **Indemnification.** Owner shall indemnify and hold harmless the Township and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the existence, maintenance or use of the Encroachment including damage to or the loss of the use of the Encroachment. Owner warrants and represents that it is the owner of the property and has full authority to enter into this Agreement.

5. **Agreement Runs with the Land.** The covenants, terms, conditions, provisions and understandings in this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their successors and assigns.

IN WITNESS WHEREOF, each party to this instrument has caused it to be executed on the date indicated below.

AVON TOWN BOARD

By _____
name, Chair

ATTEST:

By _____
name, Clerk

OWNER

STATE OF MINNESOTA)
) SS
COUNTY OF STEARNS)

On this _____(date), before me, a Notary Public for this County, personally appeared **name**, Supervisor, Avon Township, who I know to be the person described in the foregoing instrument, and who acknowledged that he executed that instrument as his free act and deed on behalf of the Township.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF STEARNS)

On this _____(date), before me, a Notary Public for this County, personally appeared **name**, Clerk, Avon Township, who I know to be the person described in the foregoing instrument, and who acknowledged that he executed that instrument as his free act and deed on behalf of the Township.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF STEARNS)

On this _____(date), before me, a Notary Public for this County, personally appeared _____, who I know to be the person described in the foregoing instrument, and who acknowledged that he executed that instrument as his free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Rinke Noonan (AAR)
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EXHIBIT A (legal description)