

ENCROACHMENT AGREEMENT

THIS AGREEMENT dated this ____ day of _____, _____.

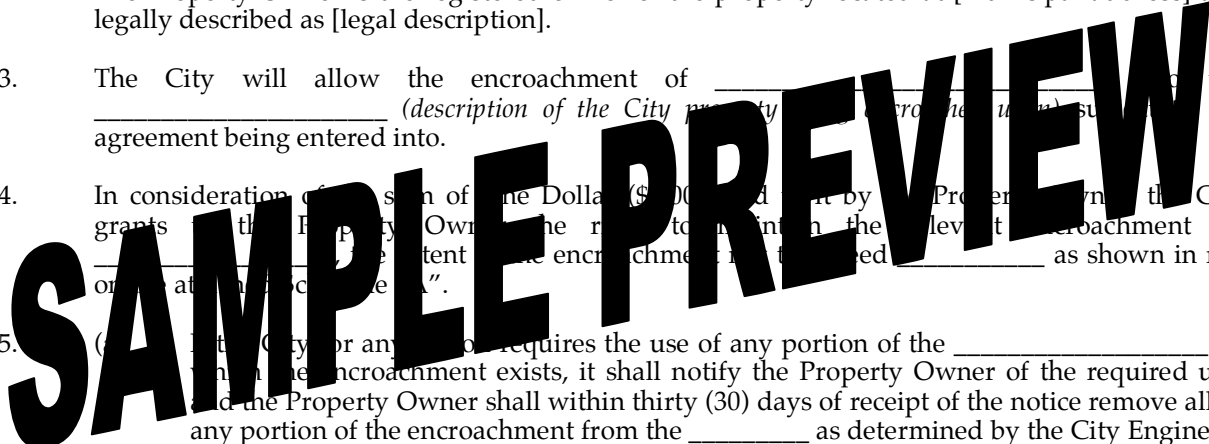
BETWEEN:

THE CITY OF [CITY], a municipal corporation in _____ (hereinafter the "City")

- and -

[PROPERTY OWNER], an individual resident in the City of [city], in _____ (hereinafter the "Property Owner")

1. In this Agreement, the following words shall have the following meanings:
 - (a) (definitions as required – specifically, define encroachment)
2. The Property Owner is the registered owner of the property located at [municipal address] and legally described as [legal description].
3. The City will allow the encroachment of _____ of the _____ (description of the City property encroached upon) subject to the agreement being entered into.
4. In consideration of a sum of One Dollar (\$1.00) paid by the Property Owner to the City grants the Property Owner the right to maintain the level of encroachment on _____ as shown in red on the attached site plan.
5. (a) If the City or any of its departments requires the use of any portion of the _____ on _____ where the encroachment exists, it shall notify the Property Owner of the required use, and the Property Owner shall within thirty (30) days of receipt of the notice remove all or any portion of the encroachment from the _____ as determined by the City Engineer.
 - (b) If the Property Owner does not comply with the requirements of paragraph 5(a) the City may:
 - (i) remove all or any portion of the encroachment; and
 - (ii) charge the cost of the removal to the Property Owner.
 - (c) The City shall not be liable for damage or expense sustained by the Property Owner and related to:
 - (i) the removal of the encroachment; or
 - (ii) the alteration of the grade to provide for any widening or maintenance of the _____.
6. The Property Owner hereby agrees to maintain and repair the _____ as if the _____ was contained entirely within the Property Owner's property.
7. The Property Owner agrees to bring no claims against the City for damage caused by the City to the _____ or any portions thereof in the exercise by the City of the rights conferred on it as owner of the _____.



THIS IS A 2-PAGE FORM.