

TOWN OF MAGRATH
ENCROACHMENT AGREEMENT

At _____ (Street Address)

THIS AGREEMENT is made by and between the Town of Magrath ("Town") and _____ ("Owner") to set forth the terms and conditions under which the Town will permit the Owner to build, maintain, and use certain improvements within the Town's property and/or right-of-way at _____ (Street Address), in the Town of Magrath. Subject to the following terms and conditions of this agreement, the Owner shall have the right to construct and/or maintain _____ within the Town's right-of-way of _____ (street name/location on Town property).

1. This encroachment agreement shall be appurtenant to the following described property:

Lot:
Block:
Plan:

This agreement is not transferable to other property but is freely transferable with the title to this lot. The license and conditions as stated in the agreement, are binding on the successors in title or interest of the Owner.

2. The improvements permitted within the street right-of-way shall consist of _____. Attach a scaled drawing, labeled as "Attachment A", showing the improvements and the location of all related elements. No modifications to the improvements may be made without prior written permission from the Town.
3. The Town may, at some future date, elect to make improvements at this location and widen the street to full width of the right-of-way and Town property and/or to install utilities (or allow such installation by franchised utilities). To the extent that any improvements or utility work requires the removal, relocation, replacement, and/or destruction of the improvements the Owner may have been using within the Town property right-of-way, the Owner waives any right to compensation for the loss of improvements and loss of the use of the street right-of-way and/or change in the grade and elevation of the street. This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of the Town, is the consideration given for the granting of this encroachment agreement.
4. Prior to installing Town improvements in, along or adjacent to the street or installing utilities in a manner that will require the removal or relocation of the improvements, the Town will endeavor to give the Owner sixty (60) days notice, in which time the Owner shall make adjustments and remodel the improvements as necessary to

accommodate the changes in the street width, utilities, and/or grade at the Owner's cost. The Town and its franchised utilities will attempt to save as much of the Owner's improvements as possible but in no way guarantees any salvage value whatsoever.

5. No permanent right, title, or interest of any kind shall vest in the Owner's in the street right-of-way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.
6. The Owner or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the Town, will repair any damaged, weakened, or failed sections. The Owner agrees to hold the Town harmless and indemnify the Town for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the right-of-way for private purposes, or from the failure of the Owner's improvements.
7. The Owner, when constructing any improvements, must ensure that the Town and any franchised utilities will maintain access to any easements and equipment installed on, above or under the right-of-way.
8. This agreement shall be in effect until the license is revoked by the Town. Revocation shall be effected by the Town by sending notice to the Owner or the Owner's successor.

Dated this _____ day of _____, 20__.

TOWN OF MAGRATH

OWNER

Mayor

Chief Administrative Officer