

**ENCROACHMENT AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Board of County Commissioners of Butler County, Ohio, ("Board") and \_\_\_\_\_ and \_\_\_\_\_ ("Owners").

WHEREAS, Owners are the joint owners of real property identified as lot \_\_ #\_\_ Development \_\_\_\_\_, Section \_\_\_\_\_, Section \_\_\_\_\_, Town \_\_\_\_\_, Range \_\_\_\_\_, \_\_\_\_\_ Township, Butler County, Ohio; and

WHEREAS, a \_\_\_\_\_ (\_\_\_\_\_) foot Public \_\_\_\_\_ Easement located on Owner's property was duly dedicated to Board as shown on the final plat as recorded \_\_\_\_\_ in plat envelope \_\_\_\_\_, pages \_\_\_\_\_; and

WHEREAS, Board has placed an \_\_\_\_\_ (\_\_\_\_\_) inch diameter \_\_\_\_\_ pipe within said Easement; and

WHEREAS, Owners have erected a \_\_\_\_\_ on said property that encroaches upon \_\_\_\_\_ (\_\_\_\_\_) feet of Board's Public \_\_\_\_\_ Easement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree upon the following terms and conditions:

1. Board agrees that the portion of the Owner's \_\_\_\_\_ as currently constructed that encroaches upon Board's Public \_\_\_\_\_ Easement may remain within Board's Easement unless or until it is determined by the Board that the encroachment will interfere with or obstruct Board's use and/or enjoyment of its Easement and the Board shall not be responsible for the replacement or repair of said Owner's encroaching improvements.
2. Owners agree, for themselves, their heirs, successors and assigns, to hold Board harmless for any injuries or damages of any kind that may result to that portion of Owner's property encroaching upon Board's Easement from the Board's use and enjoyment of said Easement and the use of, maintenance, repair, and/or replacement of said \_\_\_\_\_ pipe.
3. Owners agree, for themselves, their heirs, successors and assigns, that in the event that the Board determines that said encroachment does or will interfere with the Board's use or enjoyment of the Easement, Owners will, at Board's discretion, remove the encroachment or pay the costs associated with relocation of Board's facilities so as to abate the obstruction or interference.

IN WITNESS WHEREOF, the said \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ ha \_\_\_\_\_ set \_\_\_\_\_ hand \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our  
Lord Two Thousand \_\_\_\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**STATE OF OHIO)  
COUNTY OF BUTLER) AS: To Wit**

Before me, a Notary Public, in and for said County and State, personally appeared the above named  
\_\_\_\_\_ and \_\_\_\_\_

who acknowledge that \_\_\_he \_\_\_did sign the foregoing instrument and that the same is \_\_\_\_\_ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand an Official Seal at \_\_\_\_\_,

Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

Notary Public, Butler County, Ohio

My Commission Expires:

\_\_\_\_\_  
**BOARD OF COUNTY COMMISSIONERS OF  
BUTLER COUNTY, OHIO**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Member

**Approved as to Form Only:**

\_\_\_\_\_  
Assistant Prosecuting Attorney