



# TOWN OF AVON

60 West Main St. Avon, CT 06001-3743  
www.avonct.gov

**POLICE, FIRE & MEDICAL  
EMERGENCY - 911**

**TOWN MANAGER'S OFFICE** Tel.  
(860) 409-4300  
Fax (860) 409-4368

ASST. TO THE TOWN MANAGER  
Tel. (860) 409-4377  
Fax (860) 409-4368

**ACCOUNTING**  
Tel. (860) 409-4339  
Fax (860) 409-4366

**ASSESSOR'S OFFICE**  
Tel. (860) 409-4335  
Fax (860) 409-4366

**BUILDING DEPARTMENT**  
Tel. (860) 409-4316  
Fax (860) 409-4364

**COLLECTOR OF REVENUE**  
Tel. (860) 409-4306  
Fax (860) 677-8428

**ENGINEERING DEPARTMENT**  
Tel. (860) 409-4322  
Fax (860) 409-4364

**FINANCE DEPARTMENT**  
Tel. (860) 409-4339  
Fax (860) 409-4366

**FIRE MARSHAL**  
Tel. (860) 409-4319  
Fax (860) 409-4364

**HUMAN RESOURCES**  
Tel. (860) 409-4303  
Fax (860) 409-4368

**LANDFILL**  
281 Huckleberry Hill Rd.  
Tel. (860) 673-3677

**PLANNING & ZONING**  
Tel. (860) 409-4328  
Fax (860) 409-4364

**POLICE DEPARTMENT**  
Tel. (860) 409-4200  
Fax (860) 409-4206

**PROBATE**  
Tel. (860) 409-4348  
Fax (860) 409-4368

**PUBLIC LIBRARY**  
281 Country Club Road  
Tel. (860) 673-9712  
Fax (860) 675-6364

**PUBLIC WORKS**  
11 Arch Road  
Tel. (860) 673-6151  
Fax (860) 673-0338

**RECREATION AND PARKS**  
Tel. (860) 409-4332  
Fax (860) 409-4366  
Cancellation (860) 409-4365

**REGISTRAR OF VOTERS**  
Tel. (860) 409-4350  
Fax (860) 409-4368

**SOCIAL SERVICES**  
Tel. (860) 409-4346  
Fax (860) 409-4366

**TOWN CLERK**  
Tel. (860) 409-4310  
Fax (860) 677-8428

**TDD-HEARING IMPAIRED**  
Tel. (860) 409-4361

## ENCROACHMENT IN THE RIGHT-OF-WAY AGREEMENT

This agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of Avon (the "Town"), a municipal corporation, in the County of Hartford, State of Connecticut, acting herein by its Town Engineer, and \_\_\_\_\_ ("Developer/Owner"), of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

Be it known that the above Developer/Owner has performed construction or purchased property which includes the installation of trees, shrubs, or other vegetation (excluding grass below six (6) inches in height); structures; non-standard driveway apron; and/or utilities within the Town's property, located at or adjacent to property Developer/Owner owns at \_\_\_\_\_, Avon, Connecticut, ("Developer/Owner's Property") such installation more particularly described below:

***ENTER A DESCRIPTION OF THE ENCROACHMENT HERE.*** (referred to herein as the "Encroachment") (*Note: Town staff will fill this in prior to sending to the Developer/Owner for their signature and notary*)

Whereas Developer/Owner has installed the Encroachment, and whereas, with this agreement, Developer/Owner, their heirs and assigns, hereby agree to assume full and complete responsibility, at Developer/Owner's cost, for (1) maintenance, repair, and removal of the Encroachment and (2) liability for any damages which may occur as a result of the installation, maintenance, and/or existence of the Encroachment;

Whereas Developer/Owner, including Developer/Owner's heirs and assigns, further agrees to begin to remove or modify, as may be requested by the Town, the Encroachment within 48 hours of receipt of a written notice for such removal or modification from the Town and to complete removal or modification within seven (7) days;

Whereas, notwithstanding the foregoing, if Developer/Owner fails to remove or modify the Encroachment as required by this Agreement, the Town shall have the right, at its sole discretion, to arrange for removal or modification of the Encroachment at Developer/Owner's cost. If the Developer/Owner fails to reimburse the Town for costs associated with the removal or modification of the Encroachment within seven (7) days of the Town's reasonable attempt to notify Developer/Owner of such costs, the Town may place a lien on the Developer/Owner's Property in an amount equal to the costs incurred by the Town for such removal or modification.

Now therefore, the Town does hereby absolve itself from any and all claims or damages resulting from the installation, maintenance, or existence of the Encroachment encountered by the Developer/Owner or their heirs or assigns or to any other person or property receiving damage from the Encroachment regardless of the cause. The Town also hereby absolves itself from any and all maintenance, repair, or removal obligations for the Encroachment.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF CONNECTICUT       )  
  ) ss. Avon  
COUNTY OF HARTFORD       )

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me personally appeared  
known to me (or satisfactorily proven) to be the person whose name is subscribed to within the  
instrument and acknowledged that he/she executed the same for the purposes therein contained as  
his/her free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_