

Model Permission for Encroachment

v. 2019.03.04

Published by the Pennsylvania Land Trust Association at
ConservationTools.org.

Permission for Encroachment

Owner: _____

Property: _____

Neighbors: _____

Encroachment: _____

The Encroachment is more fully described in Exhibit A.

Neighbors have requested Owner's permission to allow the Encroachment on the Property. Owner is willing to allow such Encroachment on the following terms:

- 1) Only the existing Encroachment is permitted. It may not be expanded, relocated, restored, or rebuilt. No other access to or use of the Property is permitted by, or may be implied from, this document.
- 2) Neighbors are solely responsible for compliance of the Encroachment with applicable law and for the safety of all persons and property on or about the Property for reasons directly or indirectly related to the Encroachment ("Neighbor Responsibilities").
- 3) Neighbors make the following promises, which Owner is relying upon to grant permission for the Encroachment. For purposes of these promises, the term "Owner" includes the owner identified above, its members, officers, directors, agents, servants, employees, and anyone else holding an interest in the Property.
 - a. We will not sue the Owner.
 - b. We will not claim any right of ownership, easement, irrevocable license, or other interest adverse to Owner on account of the Encroachment whether the Encroachment existed before or continues after the date of this permission.
 - c. We forever release the Owner from any liability for loss or injury to persons or property that are Neighbor Responsibilities.
 - d. We will indemnify, defend, and hold harmless the Owner from any loss, liability, damage, or cost of any kind that may occur as a result of injury to any persons or property that are Neighbor Responsibilities.
 - e. We agree that the above promises are legally binding even if we contend that the injury or loss is wholly or partly the result of negligence or other conduct on the part of Owner for which a release is not contrary to public policy.
 - f. If the Encroachment is related to a recreational use of the Property, we will not claim that we paid any charge for entering the Property for recreational purposes.
 - g. We recognize that it is our responsibility to inspect the Encroachment area, to exercise good judgment, to act responsibly, and to obey all of Owner's oral or written guidance, instructions, and warnings.
- 4) Owner's permission constitutes a revocable license under Pennsylvania law and, as such, is exclusive to the undersigned Neighbors, is not transferable, and may be revoked at any time. Unless otherwise directed by Owner, Neighbors must remove the Encroachment upon revocation of the license within the time set by Owner for completion of such removal. Unless otherwise directed by Owner,

removal includes restoration of the Property to its condition prior to the Encroachment in accordance with Owner's directions.

INTENDING TO BE LEGALLY BOUND, Owner and Neighbors are voluntarily signing below as of _____, 20____.

OWNER by:

Signature: _____

Name:

Title:

NEIGHBORS

This [Model Permission for Encroachment](#)

(v. 2019.03.04) is provided by the

Pennsylvania Land Trust Association.

The Association's guide [Encroachments: Permitting Continued Use Without Risking Loss of Ownership](#) provides context for use of this model. The latest editions of the model and guide can be found at [ConservationTools.org](#).

The model on which this document is based should not be construed or relied upon as legal advice or legal opinion on any specific facts or circumstances. It should be revised under the guidance of legal counsel to reflect the specific situation.

