

# REDUCED SETBACK AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ owners of TRACT A, as described below, on which a sewage treatment system is being installed with a reduced setback, hereinafter referred to as the "Applicant," and \_\_\_\_\_, owners of TRACT B, as described below, which is the property adjacent to, and affected by, the sewage treatment system being installed with a reduced setback, hereinafter referred to as "Adjacent Property Owner."

## LEGAL DESCRIPTIONS

TRACT A – PARCEL IDENTIFICATION NUMBER \_\_\_\_\_

TRACT A – LEGAL DESCRIPTION

TRACT B – PARCEL IDENTIFICATION NUMBER \_\_\_\_\_

TRACT B – LEGAL DESCRIPTION

WHEREAS, the Stearns County Environmental Services Department may reduce the property line setback due to site conditions provided the Applicant and Adjacent Property Owner agree as to location of the property line, and further that the Adjacent Property Owner has no objection to placing the sewage treatment system with a reduced setback.

NOW THEREFORE, the parties agree as follows:

1. That the Applicant and Adjacent Property Owner are in agreement as to the location of the property line and that the sewage treatment system may be placed \_\_\_\_\_ feet from the property line. The location of the system is shown on the attached diagram, which shall show the property line, nearby structures, and the location of the system.
2. That this agreement shall only apply to the installation and operation of the sewage treatment system scheduled to be installed on or about \_\_\_\_\_, as approved by Stearns County Environmental Services Permit \_\_\_\_\_.
3. Should the sewage treatment system require future replacement, a review of site conditions should occur to determine the location of a future sewage treatment system. Should installation be necessary in the same location, or another location requiring a reduced setback, a new agreement between the then property owners shall be necessary.

IN WITNESS THEREOF the parties have executed this Agreement on the date and year first above written.

**APPLICANT(S):**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

State of Minnesota        }  
County of \_\_\_\_\_     }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

State of Minnesota }  
County of \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

**ADJACENT PROPERTY OWNER(S):**

\_\_\_\_\_  
Adjacent Property Owner Signature

\_\_\_\_\_  
Adjacent Property Owner Signature

State of Minnesota }  
County of \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

State of Minnesota }  
County of \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary