

CROSS REFERENCE

In accordance with Indiana Code 32-23-2-5, this encroachment agreement is being created from real estate most recently transferred to Grantor in a deed recorded as Instrument Number _____, in the office of the Recorder of Hancock County, Indiana.

Encroachment Agreement

This agreement is made and entered into this 8th day of may, 2023 by and between the City of Greenfield, Indiana, (hereinafter "Greenfield") and KS Real Estate Holdings (hereinafter "Landowner").

In consideration of Greenfield granting Landowner the rights to encroach upon a public right-of-way previously platted and granted to Greenfield, Landowner agrees as follows:

1. **Scope and purpose of encroachment** - Landowner is granted the right to encroach upon the public right-of-way known as 20' LDUE located at Southeast corner of Lot 2 of the Gateway Park Subdivision and more specifically described as follows: See attached Legal Description & Exhibit "A"

The purpose of the encroachment is specifically limited to: Drive Thru Pavement

Landowner may not change the scope or purpose of the encroachment without the specific written consent of Greenfield, which such consent may be withheld at Greenfield's sole discretion.

2. **No waiver of rights** - Landowner acknowledges that Greenfield does not, in any way, waive or forfeit its full right to use and enjoyment of the subject right-of-way. Upon request by Greenfield, Landowner shall remove the encroachment for the purpose of allowing Greenfield, or any public utility access to the subject right-of-way. Should Landowner fail to remove the encroachment within a reasonable period of time, Greenfield, or any public utility, may at its discretion, remove the encroachment and assess Landowner the cost of removing the encroachment.

3. **Limitation of Liability** - Landowner agrees to indemnify and hold Greenfield harmless for any and all actions arising out of any claim for personal injury (including death), property damage, consequential damages, attorney fees and costs caused by Landowner's encroachment upon the drainage or utility easement. Under no circumstances will Greenfield or any public utility be liable for any claims by Landowner for any personal injury or damages caused by Greenfield or any public utility's removal of the encroachment.

4. **Recording of Agreement** - Landowner shall cause this Encroachment Agreement to be recorded in the Office of the Recorder of Hancock County and return a copy of this agreement with its recorded instrument number to the Greenfield Clerk-Treasurer.

5. **Effective date** - This Encroachment Agreement shall be effective upon its recording in the Office of the Recorder of Hancock County and shall remain in full force and effect until revoked by either party in writing. This agreement is binding on the heirs and successors-in-interest of Landowner. Any amendment to this agreement must be in writing, signed by the parties hereto.

City of Greenfield, Indiana

Landowner(s)

Printed: _____

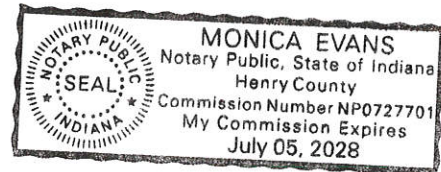
Printed: Keith White

Printed: _____

State of Indiana)
) SS:
County of Hancock)

Subscribed and sworn to before me, a Notary Public, this 8 day of May, 2022.

Monica Evans
Notary Public-Printed: Monica Evans
My Commission Expires: 7/5/2028
County of Residence: Henry



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Gregg H. Morelock

This instrument was prepared by Gregg H. Morelock, Attorney at Law, BRAND & MORELOCK, 6 W. South St., Greenfield, IN 46140, (317) 462-7787.

