



Department of Engineering

August 25, 2020

Board of Public Works & Safety
10 South State Street
Greenfield, IN 46140

Dear Members,

The redeveloper of the Grain Elevator, Depot Street Investments, LLC, has requested an encroachment agreement for the awning and dock that currently encroach into the Mill Street right of way. The existing grain elevator structure is right on the right of way line.



The encroachment agreement doesn't give up our right to improve our R/W in the future, therefore, planning and engineering staff recommend approval of the encroachment.

Sincerely,

A handwritten signature in black ink that reads "Jason Koch".

Jason Koch, PE
City Engineer

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 202004008, in the office of the Recorder of Hancock County, Indiana.

Encroachment Agreement

This agreement is made and entered into this 17 day of 8, 2020 by and between the City of Greenfield (hereinafter "Greenfield") and Depot St. Investments (hereinafter "Landowner").

In consideration of Greenfield granting Landowner the right to encroach upon a drainage or utility easement 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 drainage or utility easement located at 240 W. Mill St. and more specifically described as follows:
Existing Dock and canopy to remain beyond official property line.

_____ The purpose of the encroachment is specifically limited to

Parking & Entry Point

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 drainage or utility easement. Upon request by Greenfield, Landowner shall remove the encroachment for the purpose of allowing Greenfield, or any public utility access to the easement. 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 Zoning Administrator.

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

Kathy Locke, Board of Works

Kelly McClarnon, Board of Works

Glenna Shelby, Board of Works

Larry Breese, Board of Works

Chuck Fewell, Board of Works

ATTEST:

Lori Elmore
Clerk-Treasurer

Landowner (s)

TM
Printed: Thomas Moore

Printed: _____

Notarization:

State of Indiana)
) SS:
County of Hancock)

Subscribed and sworn to before me,
a Notary Public, this 17 day of
August, 2020.

Brad Partin
Notary Public
Printed: Brad Partin
My Commission Expires: Feb 25, 2021
County of Residence: Hancock

“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. Donna Butler.”

This instrument was prepared by Donna Butler, Greenfield Advisory Planning Commission, 10 South State Street, Greenfield, IN 46140

