

**AGREEMENT CONSENTING TO ENCROACHMENT**

THIS AGREEMENT CONSENTING TO ENCROACHMENT (“Agreement”) is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Fisk Environmental, Inc. (“Fisk”) and the City of Greenfield, Indiana, acting by and through the Board of Public Works and Safety (“City”).

**RECITALS**

WHEREAS, Fisk is the owner of the real estate described on “Exhibit A” attached hereto and made a part hereof (the “Real Estate”); and

WHEREAS, Fisk has applied to the Greenfield Advisory Plan Commission (“Commission”) for approval of the Primary Plat of Fisk Subdivision; and

WHEREAS, the Commission has requested that Fisk plat the right of way of Osage Street, move the existing fence running parallel with said street (the “Fence”), and construct a sidewalk along said street to City’s specifications (the “Sidewalk”); and

WHEREAS, the Fence encroaches upon the right of way of Osage Street as platted in the Fisk Subdivision Plat (the “Encroachment”); and

WHEREAS, the City has no immediate plans to improve Osage Street; and

WHEREAS, the City, under the following terms and conditions, is willing to allow the Encroachment.

NOW, THEREFORE, the parties hereby agree as follows:

1. The above Recitals are hereby incorporated herein by reference.
2. Subject to paragraph 4 hereof, the City hereby agrees that the Encroachment shall be permitted to remain in its present location.
3. No other encroachments shall be placed in said right of way.
4. Fisk agrees to remove the Encroachment from the right of way and construct the Sidewalk within sixty (60) days of receiving written notice from the City that the City intends to improve Osage Street in such a manner that the Encroachment conflicts with said improvement.
5. Fisk agrees to hold the City harmless for any damages resulting from the Encroachment.
6. This Agreement shall run with the land and be binding the parties hereto and their successors and assigns.

7. The parties agree that this Agreement shall be recorded in the Office of the Recorder of Hancock County, Indiana.

All of which is agreed by the parties on the date first written above.

FISK ENVIRONMENTAL, INC.

CITY OF GREENFIELD, INDIANA,  
ACTING BY AND THROUGH THE  
BOARD OF PUBLIC WORKS AND  
SAFETY

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

\_\_\_\_\_  
Kelly McClarmon

ITS: \_\_\_\_\_

\_\_\_\_\_  
Larry Breese

\_\_\_\_\_  
Glenna Shelby

\_\_\_\_\_  
Katherine Locke

\_\_\_\_\_  
Mayor Chuck Fewell

ATTEST:

\_\_\_\_\_  
Lori Elmore, Clerk-Treasurer

STATE OF INDIANA        )  
                                  )     SS:  
COUNTY OF HANCOCK    )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Fisk Environment, Inc., who acknowledged the execution of the foregoing Agreement, and who, having been duly sworn, stated that they represent and certify that they have been fully empowered by proper resolution to execute and deliver this Agreement and that the representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires:  
County of Residence:

STATE OF INDIANA        )  
  )  
COUNTY OF HANCOCK    )        SS:

Before me, a Notary Public, in and for said County and State, personally appeared Mayor Chuck Fewell, Kelly McClarnon, Larry Breese, Glenna Shelby and Katherine Locke, the Board of Public Works and Safety, who acknowledged the execution of the foregoing Agreement, and who, having been duly sworn, stated that they represent and certify that they have been fully empowered by proper resolution to execute and deliver this Agreement and that the representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires:  
County of Residence:

This instrument was prepared by Ronald R. Pritzke, Attorney at Law.

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. – Ronald R. Pritzke