**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 plats recorded as Instrument Numbers 292116727 and 202117829, in the office of the Recorder of Hancock County, Indiana.

**Encroachment Agreement**

This agreement is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022, by and between the City of Greenfield, Indiana, (hereinafter “Greenfield”) and D.R. Horton-Indiana, LLC (hereinafter “Landowner”) and Sandalwood West Homeowners Association, Inc. (hereinafter “HOA”).

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

1. **Scope and purpose of encroachment** - Landowner and HOA are granted the right to encroach upon the public right-of-way and drainage and utility easements owned by Greenfield as designated on the attached Exhibit A in two parts solely for the purpose of installing and maintaining an irrigation system within the development known as Sandalwood.

Landowner and HOA 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 and HOA acknowledge that Greenfield does not, in any way, waive or forfeit its full right to use and enjoyment of the subject right-of-way and drainage/utility easement. Upon request by Greenfield, Landowner and HOA shall remove the encroachment for the purpose of allowing Greenfield, or any public utility access to the subject right-of-way and drainage/utility easement. Should Landowner and HOA 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 and HOA the cost of removing the encroachment.

3. **Limitation of Liability** - Landowner and HOA agree 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 and HOA’s encroachment upon the drainage or utility easement. Under no circumstances will Greenfield or any public utility be liable for any claims by Landowner and HOA for any personal injury or damages caused by Greenfield or any public utility’s removal of the encroachment.

4. **Recording of Agreement** - Landowner and HOA 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 and HOA. Any amendment to this agreement must be in writing, signed by the parties hereto.

**City of Greenfield, Indiana**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member, Board of Works

Member, Board of Works

Member, Board of Works

Member, Board of Works

Member, Board of Works

**ATTEST:**

Lori Elmore

Clerk-Treasurer

**D.R. Horton-Indiana, LLC, Landowner**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of Indiana )

) SS:

County of \_\_\_\_\_\_\_\_\_ )

Subscribed and sworn to before me, a Notary Public, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public-Printed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of Residence:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sandalwood West Homeowners Association, Inc.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Mark Bridwell

State of Indiana )

) SS:

County of Hancock )

Subscribed and sworn to before me, a Notary Public, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public-Printed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of Residence:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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.