

Encroachment Checklist

Date:

Date of BOW:

1. Plot Plan, showing location of proposed fence
2. Improvement Location Permit Application completed
3. Copy of recorded deed of location
4. Notarized Encroachment agreement with names shown on deed (black ink only)

Notes:

1. The Board of Public Works and Safety meet the second and fourth Tuesday of every month. All encroachment agreements must be received by the Engineering and Planning office no later than the Tuesday prior to the next meeting in order to be placed on the agenda.

2. After the encroachment has received Board of Works and Safety approval, the City of Greenfield Engineering and Planning Office will notify you to pick up the document for recordation. The agreement must be recorded in the Hancock County Recorder's Office, located in the Hancock County Annex, 111 South American Legion Place, Greenfield, Indiana. After the agreement is recorded, a recorded copy must be returned to the Engineering and Planning Office to receive your building permit.

3. Please check with the Hancock County Recorder's Office at 477-1142 for the requirements to record the document.

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 ____ day of _____, 20____ by and between the City of Greenfield (hereinafter “Greenfield”) and _____ (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 _____ and more specifically described as follows:

_____ The purpose of the encroachment is
specifically limited to

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.

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.

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