Encroachment Checklist

Date:		
Date	of BOW:	

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

Notes:

- 1. The Board of Public Works and Safety meets the second and fourth Tuesday of every month. All encroachment agreements must be received by the Engineering and Planning office no later than two weeks prior to the next meeting in order to be placed on the agenda.
- 2. After the Board of Works and Safety meeting, the City of Greenfield Engineering and Planning Office will notify you of the Board's decision. If it is approved then 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 317-477-1142 for the requirements to record the document.

CROSS REFERENCE

In accordance with Indiana Code 32-23	3-2-5, this encroachment agreement is	being created from real estate		
most recently transferred to Grantor in a deed recorded as Instrument Number, in the office o				
the Recorder of Hancock County, Indiana.				
Encr	roachment Agreement			
This agreement is made and entered into	to this day of, 20 by	and between the City of		
Greenfield (hereinafter "Greenfield") and		(hereinafter		
"Landowner").				
In consideration of Greenfield granting easement previously platted and granted to Green		n a drainage or utility		
1. Scope and purpose of encroachmen	nt – Landowner is granted the right to	encroach upon the drainage or		
utility easement located at	•	ally described as follows:		
	The purpose	of the encroachment is		
specifically limited to				
Landowner may not change the scope or purpose	<u>*</u>	ecific written consent of		
Greenfield, which such consent may be withheld	d 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 o 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	Landowner (s)	
Kathy Locke, Board of Works	Printed:	
Kelly McClarnon , Board of Works	Printed:	
Glenna Shelby, Board of Works	Notarization:	
Larry Breese, Board of Works	State of Indiana)) SS: County of Hancock)	
Chuck Fewell, Board of Works	Subscribed and sworn to before me, a Notary Public, this day of, 20	
ATTEST:	Notary Public Printed:	
Lori Elmore	My Commission Expires:	
Clerk-Treasurer	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. Donna Butler."

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