



CONSENT OF ENCROACHMENT APPLICATION INSTRUCTIONS

CITY USE:

- _____ ♦ Complete Consent of Encroachment application, obtain *ALL* owner's/petitioner's signatures, and have notarized. Please include your email address and/or phone number for contact.
- _____ ♦ A written **legal description** of the property is required.
- _____ ♦ Two (2) **site plans** showing details of the proposed encroachment are required.
- _____ ♦ Please submit application along with any additional documentation to the address below along with a \$40.00 application fee and \$254.00 license fee. Checks should be made payable to 'THE CITY OF INDIANAPOLIS'.
Department of Business and Neighborhood Services
200 E. Washington St., Suite 107
Indianapolis, Indiana 46204.
Phone #: (317) 327-8583 Fax #: (317) 327-3125 Email: row@indy.gov
- _____ ♦ Once the application has been reviewed and approved, you will be contacted by email with attached approved documents for next steps.
- _____ ♦ You must then take them to be recorded at **(Recorder's Office, 7th floor, City-County Bldg.)**.
- _____ ♦ Your recorded documents will be mailed back to you (typically in about a week). You will then return a copy of the recorded document including the stamped **recorded instrument number** to DBNS, either as a physical copy or via email.
- _____ ♦ The **Encroachment License** will then be released/issued.



CONSENT OF ENCROACHMENT

CASE NUMBER: ENC _____ - _____

PAYMENT: _____

VIO CASE NUMBER: VIO _____ - _____

THIS INDENTURE made this _____ day of _____ 20____, by
and between the City of Indianapolis, Indiana, through its Department of Public Works
("GRANTOR") and _____
_____. ("GRANTEE").

WITNESSETH:

WHEREAS, the following described real estate is located in the County of Marion,
State of Indiana:

(address, phone number and email address)

("Real Estate") is subject to an easement reserved for the use of GRANTOR; which easement
is on the _____ side of said Real Estate as shown on Exhibit A ("Easement"), attach
hereto and incorporated herein; and

WHEREAS, GRANTEE is the present owner(s) of record of the above-described Real
Estate and requests the consent of GRANTOR to encroach upon, over, and across said
Easement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, GRANTOR does hereby grant unto GRANTEE, its heirs, grantees, devisees, successors and assigns, its consent to encroach upon said Easement; provided, however, that the encroachment shall be limited to: __

only, and no other structure whatsoever; and that such limitation shall be construed as a condition upon which this grant is made and accepted and for breach of which GRANTOR may recover damages and, without prejudice thereto, may compel by injunction or otherwise the revocation of all or any part of said Encroachment.

GRANTEE, by acceptance of this instrument, hereby agrees for itself, its heirs, grantees, devisees, successors, and assigns to indemnify and hold GRANTOR harmless from any and all damages or loss from injury or damage resulting to person or property by reason of the encroachment permitted herein.

GRANTEE, by acceptance of this instrument, hereby agrees for itself, its heirs, grantees, devisees, successors, and assigns:

- (1) to reimburse GRANTOR for any and all additional expense incurred for repair, reconstruction, maintenance, removal, or alteration done in the Easement as a result of the Encroachment; and
- (2) to waive any right to damages against GRANTOR, its successors and assigns, which may be caused by GRANTOR in the exercise of its right to repair and maintain its drainage facility and/or sanitary sewer in the Easement.

This instrument shall not be construed as a release of any rights of GRANTOR in the Easement other than the right to object to the specific encroachment herein described.

GRANTEE hereby affirms that no unauthorized alterations of this document have taken place.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this instrument on the day and year written above.

GRANTEE:

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____, GRANTEE herein, who

(name of applicant(s))

acknowledged the execution of the foregoing instrument to be his/her free and voluntary act on the . day of _____ 20____.

COUNTY OF RESIDENCE

SIGNATURE

COMMISSION EXPIRATION DATE

PRINTED NAME

RECOMMENDED FOR APPROVAL:

INFRASTRUCTURE MANAGER APPROVAL
DEPARTMENT OF BUSINESS AND
NEIGHBORHOOD SERVICES

PRINT NAME

APPROVED AS TO LEGAL FORM:

ASST. CORPORATION COUNSEL SIGNATURE
OFFICE OF CORPORATION COUNSEL

PRINT NAME

CITY OF INDIANAPOLIS:

TODD WILSON, DIRECTOR
BY: ZACH ADAMSON, COUNCIL LIAISON
DEPARTMENT OF PUBLIC WORKS

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Zach Adamson, who acknowledged the execution of the foregoing to be a voluntary act and deed for the uses and purposes herein mentioned. I have here unto subscribed my name and affixed my official seal.

WITNESS my hand and Notarial seal this _____ day of _____, 20____.

COUNTY OF RESIDENCE

SIGNATURE

COMMISSION EXPIRATION DATE

PRINT NAME

This instrument was prepared by _____ of the Office of Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____, Assistant Corporation Counsel