



WAIVER OF LIABILITY CONCERNING ENCROACHMENTS BY FENCES

_____ and _____, (“the Landowners”) on behalf of themselves, their heirs, assigns, and successors in title to the following described property acknowledge as follows:

1. The Landowners acknowledge that they are the owners of the following described real property:

(hereinafter referred to as “the Real Estate”).

2. The Landowners have applied to the City of Carmel (“the City”) for a permit to construct a fence upon the Real Estate.
 3. The Landowners further acknowledge that the City will not inspect the location of the fence and, therefore, in approving a permit for the fence, the City does not represent or warrant that the fence is, or will be located within the boundaries of the Real Estate, or that the fence will not encroach into, or across, any easement or right of way (collectively an “Easement”) which restricts the use of any part of the Real Estate.
 4. The Landowners, therefore, acknowledge that to the extent any part of a fence and/or any other improvements which may be installed by the Landowner encroaches upon an Easement, whether a drainage, utility, or any other easement, the City or any utility or unit of government benefited by such Easement may:
 - a. Require the fence and/or other improvements to be removed upon the earlier of three (3) days of written notice or as provided in any Easement or other governing document,
 - b. In the event of an emergency, remove the fence and/or other improvements without notice;
 - c. In the event the fence and/or other improvements are not removed, the City, utility or unit benefited by the Easement, may, or through their agents and contractors may, remove the fence and/or other improvements, and cause the materials of the fence and/or other improvements to be stacked upon the Real Estate.
 5. The Landowners agree to release the City, or any utility or unit of government, its officers, officials, members, employees, invitees, licensees, agents and contractors from any liability to the Landowners, their heirs, assigns or successors in title, for the removal, damage, or destruction of the fence and/or other improvements.
 6. The Landowners agree to indemnify and hold harmless the City, or any utility or unit of government, its officers, officials, members, employees, invitees, licensees and agents from and against any and all losses, liabilities, damages, claims, judgments, reasonable attorney fees and costs arising from the location of the fence within an Easement.
 7. Fences placed near a drainage easement must not impede the flow of storm water. In the event the flow of storm water is impeded, the City shall have the rights set forth in Section 3 above to mitigate or alleviate such condition.
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ALL OF WHICH IS ACKNOWLEDGED by the undersigned Landowners this ___ day of _____, 20__.

LANDOWNERS

By: _____

Printed: _____

By: _____

Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this ___ day of _____, 20__, personally appeared the within named _____ and _____, as Landowners, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal this ___ day of _____, 20__.

Printed Name

Notary Public

My Commission Expires _____

Residing in _____ County

This instrument was prepared by _____.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. _____.