

**WAIVER OF LIABILITY CONCERNING EASEMENT
ENCROACHMENTS BY FENCES AND/OR LANDSCAPING**

_____ 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:
(LEGAL ADDRESS) _____
(hereinafter referred to as "the Real Estate")
2. The Landowners have applied to the City of Noblesville ("the City") for a permit to construct a fence and/or landscaping upon the Real Estate.
3. The Landowners further acknowledge that the City will not inspect the location of the fence and/or landscaping and, therefore, does not represent or warrant that the fence and/or landscaping is, or will be located within the boundaries of the Real Estate, or that the fence and/or landscaping will not encroach into, or across, any 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 landscaping encroaches upon a drainage, utility, or other easement, the City or any utility or unit of government benefited by such a easement may:
 - a. Require a fence and/or landscaping to be removed upon three (3) days or written notice.
 - b. In the event of an emergency, remove the fence and/or landscaping without notice;
 - c. In the event the fence and/or landscaping is not removed, the utility of unit benefited by the easement, their agents and contractors may remove the fence and/or landscaping to be stacked upon the lot of the applicant.
5. The Landowners release any utility or unit benefited by any such easements, their contractors, agents and assigns, from any liability to the landowners, their assigns or successors in title, for the removal, damage, or destruction of the fence and/or landscaping.
6. The Landowners releases the city, the Department of Planning and Development of the City, and the City Engineering Department from any liability for failure to inspect the location pf the fence and/or landscaping to determine that it is constructed within the boundary of the lot, or within an easement.
7. Nothing herein shall be constructed as relieving any applicant from the obligation of seeking an Encroachment Permit from the Hamilton County Drainage Board in the even any easement is part of a regulated drain pursuant to Indiana Code 36-9-27.

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

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law.

Michael A. Howard

This instrument prepared by Michael A. Howard, 694 Logan Street, Noblesville, IN 46060, 317-773-4212.0