

PERMANENT ENCROACHMENT AGREEMENT
Document Cross Reference Number 2018-16295

This Permanent Encroachment Agreement ("Agreement") entered into on the dates set out herein, between the City of Noblesville, Indiana, by and through the Board of Public Works and Safety, (hereinafter referred to as the "City") and Dennis J & Susan K Ehman (hereinafter referred to as "Owners" or the "Owner") for an encroachment, described herein at 7142 Spayside Dr S, Noblesville, IN 46062, Lochaven of Noblesville, Section 9C, Lot 191 Irregular Shape, 10-10-14-00-07-003.000 in the office of the Hamilton County Recorder, Hamilton County, Indiana (the "Property"). The City owns or has jurisdiction over the drainage and utility easements (the "Easement") on the Property and agrees to allow the Owner to encroach into the Easement with the installation of a fence, as shown on the plans attached hereto as Exhibit A and incorporated herein (the "Encroachment"). In consideration of the City's agreement to allow the Encroachment, Owner(s) agree to the following:

Initials

DJE
SKE

1. The Owner understands that the City permits the Owner to locate the Encroachment within the Easement solely for the purpose of the Encroachment. This Agreement does not constitute an approval for the construction or placement of any other improvement or structure within the Easement other than the Encroachment.

DJE
SKE

2. Owner must comply with applicable building codes for construction of the Encroachment.

DJE
SKE

3. Owner understands and agrees that City retains all interest in the Easement and reserves the right to utilize the Easement for the purposes for which the Easement was granted to the City.

DJE
SKE

4. Owner shall maintain the Encroachment at their sole expense.

DJE
SKE

5. Owner understands that there may be situations where the City must move the Encroachment. In these instances, the City will give the Owner as much notice as is practical in the circumstance.

DJE
SKE

6. The Owner understands and agrees that the City has no duty to relocate the Encroachment and may remove the Encroachment if necessary, for future public improvements or maintenance of the Easement and shall have no liability for direct or consequential damages for the removal of the Encroachment.

DJE
SKE

6. The Owner understands and agrees that the City shall not be responsible for repairing or replacing the Encroachment if the Encroachment is damaged during work performed by the City within the Easement and that the City shall have no liability for any direct or consequential damages arising out of the Owner's use, or lack of use of the Encroachment.

DJE
SKE

7. The Owners shall have no cause of action against the City and shall indemnify and hold the City harmless for any claims or damages arising out of the Encroachment. The Owners shall have no recourse through the City to recover damages to the Encroachment made by a third party performing either permitted or unpermitted work within the easement. It shall be the Owner's exclusive duty and obligation to have the Encroachment located at its own cost for any entity entitled or permitted to work in the drainage easement.

DJE
SKE

8. The Owner shall have no course of action to recover damages against any entity entitled or permitted to work in the drainage easement who damages the Encroachment. The Owner shall indemnify and hold harmless the City for any legal actions brought against the City as a direct or indirect result of allowing the Encroachment within the easement. The Owner shall reimburse the City for all legal costs incurred in the enforcement of this Agreement and/or in defending the City against any legal actions brought against the City which are a direct or indirect result of the City allowing the Encroachment to be located within the City drainage and utility easement.

The rights and duties under this Agreement shall be binding, on the Owners and the City, their agents, heirs, assigns, and successors in interest of the real property and shall run with the land.

The parties agree that this Agreement shall be recorded in the offices of the Hamilton County Recorder, Hamilton County, Indiana.

All notices under this Agreement shall be mailed to the following addresses:

City of Noblesville
16 South 10th Street
Noblesville, IN 46060

Dennis J & Susan K Ehman
7142 Spayside Dr S
Noblesville, IN 46062

By: 
Dennis J Ehman, Property Owner

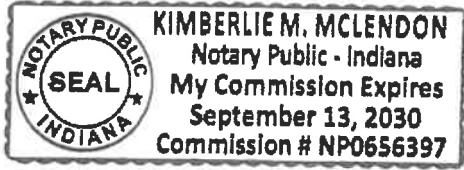
STATE OF INDIANA)
)
COUNTY OF HAMILTON) SS:

SUBSCRIBED AND SWORN to me, a Notary Public in and for said County and State, this
30 day of May, 2024.



My Commission Expires:
9-13-2030

Printed: Dennis J Ehman
NOTARY PUBLIC, A resident of Boone County, Indiana



Kimberlie M. McLendon
Kimberlie M. McLendon

By: Susan K Ehman
Susan K Ehman, Property Owner

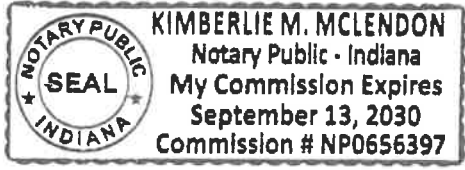
STATE OF INDIANA)
)
COUNTY OF HAMILTON) SS:

SUBSCRIBED AND SWORN to me, a Notary Public in and for said County and State, this
30 day of May, 2024.

Susan K Ehman

My Commission Expires:
9-13-2030

Printed: Susan K Ehman
NOTARY PUBLIC, A resident of Boone County, Indiana



Kimberlie M. McLendon
Kimberlie M. McLendon

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this

11th day of June, 2024.

BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF NOBLESVILLE

By:


Jack Martin, President


John Ditslear, Member


Laurie Dyer, Member


Robert J. Elmer, Member


Rick L. Taylor, Member



ATTEST:


Evelyn L. Lees, Clerk

Document prepared by: Jonathan. Hughes, City of Noblesville, 16 South 10th Street, Noblesville, IN 46060

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. Jonathan. Hughes

EXHIBIT 1

Dennis Ehman Fence Approval

7142 Spayside Drive South

Noblesville IN 46060

(317) 460-0828

Board of Public Works and Safety:

We want to request a new fence to be installed by Blue Bird Fences. The installation is to maximize our yard usage for the dog we inherited from my mother-in-law this spring, as she is no longer able to take care of the dog. We have decided on Blue Bird fence to match the neighbors fence which was approved and installed last year and to match their proximity to the Lake will equal distance from the fence to the rift raft.

Thank you for your time,

A handwritten signature in cursive script that reads "Dennis J. Ehman". The signature is written in black ink and is positioned above the printed name.

Dennis J. Ehman

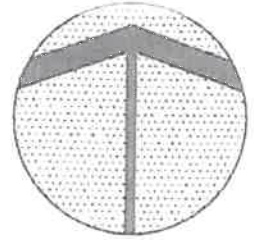
EXHIBIT 2

LOT # 191
±21,825 SF

PAD = 766.2
 MFPG(F) = 761.50
 MFPG(R) = 757.50
7142 Spayside Drive S
 Note:

Minimum Front yard - 30'
 Minimum Side Yard - 8' (15' Agg.)
 Minimum Rear Yard - 20'

Gar. FFE = 766.2
 1st Flr FFE = 768.0
 TOW = 767.0
 Bsmt FFE = -758.2
 Drive Slope = ±9.3%



Assumed Not
 Scale: 1" = 4'

ote:

ontractor should verify sump pit location
 ith Field Manager.

ote:

etaining system for grading may be
 ecessary for walkout basements.

parties indicated hereon, for the express

construction documents, record drawings,
 it by others. This document is not based
 nt the accuracy or completeness of this

rice must be more than
 either the first
 er to which the

d hereon with the approved
 ewalk and handicap ramp
 verify site specific
 materials. Also, Contractor
 itation and dimensions.

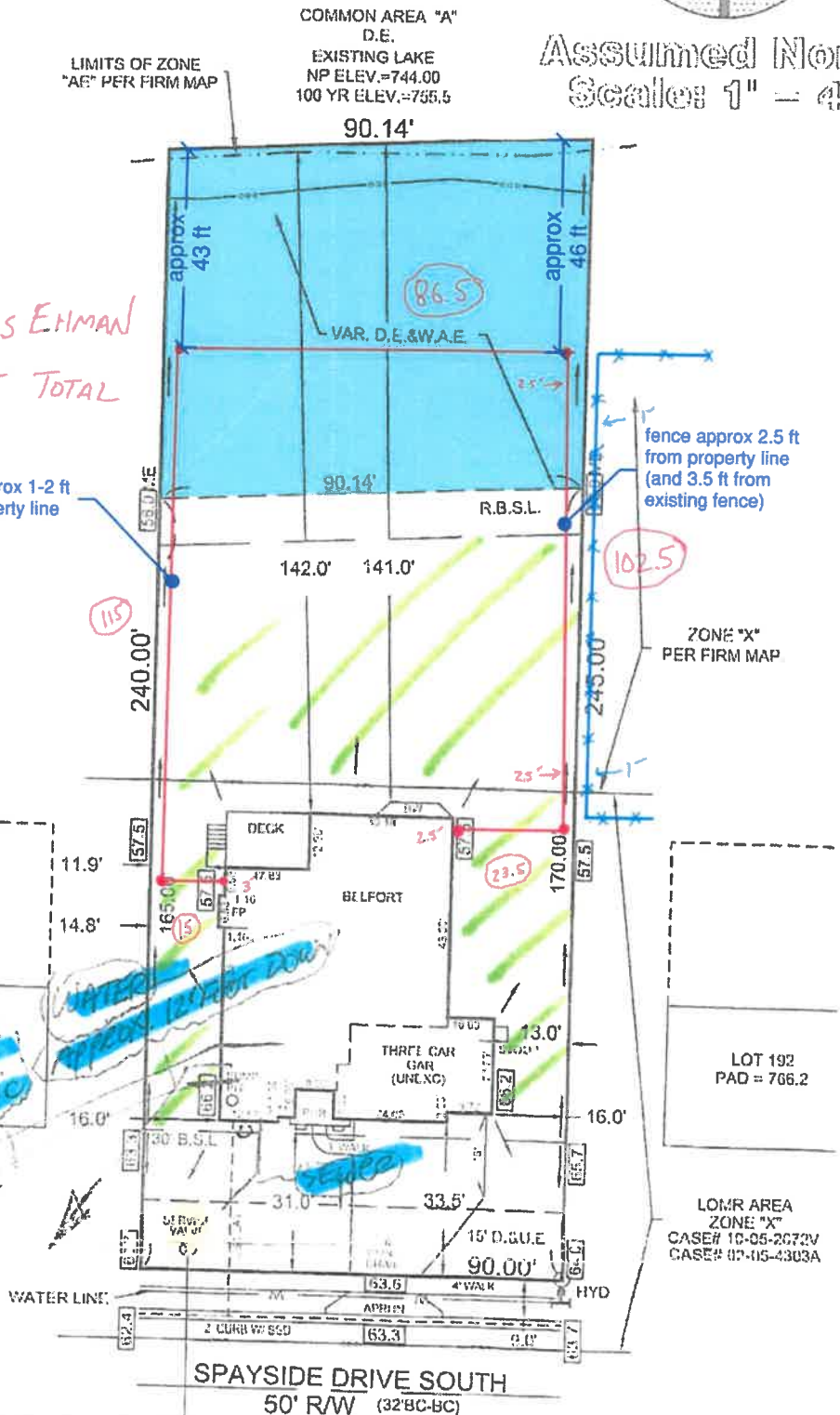
g to but not limited to,
 tions within the building
 ferenced on said documents.
 ns, certain care and
 s as soil types and
 should any unsuitable soils
 diately notified for further
 i, additional construction
 is.

if Hazard No

DENNIS EHMAN
343' TOTAL

fence approx 1-2 ft
 from property line

fence approx 2.5 ft
 from property line
 (and 3.5 ft from
 existing fence)



Per Hamilton County Non-Enforcement of Drainage Easement for Fences (Document #2024017048):
 *The fence will be located a minimum 10' off of the riprap located along the rear North perimeter line.

EXHIBIT 3



2500
4

NON-ENFORCEMENT OF DRAINAGE EASEMENT FOR FENCES

2024017048 EASEMENTS \$25.00
05/17/2024 11:50:59A 4 PGS
Trini Beaver
HAMILTON County Recorder IN
Recorded as Presented



FILED STATE OF INDIANA)
)
APR 16 2024 COUNTY OF HAMILTON)

BEFORE THE HAMILTON
COUNTY DRAINAGE BOARD

OFFICE OF HAMILTON COUNTY SURVEYOR

WHEREAS, Dennis J. & Susan Ehman
("the Landowner") are owner(s) of a certain parcel of real estate located in Hamilton County,
Indiana, which is commonly known as Hamilton County Tax Parcel No.
10-10-14-00-07-003.000 ("the Real Estate"); and,

WHEREAS, the Real Estate is described in the Deed of the Landowner(s) in Deed
Book _____, Page _____ or Instrument No. 2018-16295 in the Office of the
Hamilton County Recorder; and,

WHEREAS, the Real Estate is subject to a Drainage Easement for the
Paulsel & Vance & Peter Paulsel - Lockhaven Drain ("the Drainage Easement")
and the Landowner(s), have requested that the Drainage Board ("the Drainage Board") waive the
right to enforce certain restrictions within the Drainage Easement.

IT IS THEREBY AGREED by the Drainage Board and the Landowner(s) as
follows:

1.) The Drainage Board agrees that the Landowner(s) may construct a fence
within the Drainage Easement subject to See pg 4

2.) In consideration of the consent set out in the above paragraph, the
Landowner(s), on behalf of themselves, successors, and assigns, as Owners of the Real Estate
acknowledge that if necessary, in order to maintain, construct, or reconstruct the drainage
improvements in the Drainage Easement, the Drainage Board, its contractors and workers
working under said authority, may remove all improvements located within the Drainage
Easement

3.) In the event of said removal, the Landowner(s), on behalf of themselves, and
successors in title to the Real Estate hereby release and waive any claim that they may have
against the Drainage Board, or any contractor or workmen operating under the authority of the
Drainage Board for the costs or damage to the improvements located within the Drainage
Easement.

INDNE-2024-00057



NON-ENFORCEMENT OF DRAINAGE EASEMENT FOR FENCES

Tax Parcel Number 10-0-14-00-07-003.000

Drain Name Paulsel + Vance + Potos Paulsel - Lockman

4.) The Drainage Board agrees not to enforce its easement rights beyond a distance of * feet from the * side of the top of bank and/or centerline of the tile within the Drainage Easement, unless for maintenance or construction described in Section 2 above.

*See page 4.

THIS AGREEMENT WILL BECOME EFFECTIVE UPON DRAINAGE BOARD APPROVAL.

Dated this 9th day of April, 2024, by the Landowner(s).

LANDOWNER(S)

By: [Signature]

By: [Signature]

Printed: DENNIS J. EHMAN

Printed: Susan Ehman

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

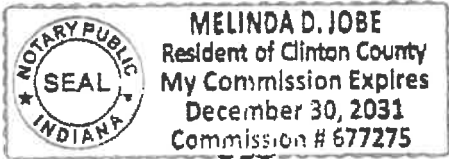
Subscribed and sworn to before me, a Notary Public this 9th day of April, 2024, personally appeared the within named Dennis J. Ehman, and Susan K. Ehman as Landowner(s) and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

My Commission Expires: 12/30/2031

[Signature]
Notary Public,

Residing in Clinton County, IN



HN016-2024-0057



NON-ENFORCEMENT OF DRAINAGE EASEMENT FOR FENCES

Tax Parcel Number 10-10-14-00-07-003-00 D

Drain Name Rauhsel + Vance + Peter Rauhsel - Lockhaven

FENCE COMPANY ACKNOWLEDGMENT

The undersigned, as the authorized representative of the contractor seeking to install a fence within the regulated drainage easement described in this Non-Enforcement Application, agrees as follows:

A.) The undersigned is the duly authorized representative of Blue Bird Fence Company (printed name of contractor) which plans to install a fence within the drainage easement located on the property of the Landowner.

B.) The undersigned prior to the installation of the fence shall determine the location of the permitted encroachment of the fence, into the drainage easement.

C.) In the event the fence is constructed within the easement at a location which is not permitted by this Permit, the contractor shall be liable to the Landowner for the cost of relocating the fence.

D.) The undersigned acknowledges that the failure to comply with the terms and conditions of this Application may result in the filing of a civil complaint for an ordinance violation; have a judgment entered for One Thousand Dollars (\$1,000) for violation of the Ordinance; plus the costs of the Landowner to relocate the fence.

Signature: M Hannah Wise

Fence Company: Blue Bird Fence Company

Printed: M. Hannah Wise

Address: 3934 W IN 47 Sheridan 46069

Contact Phone Number: 317-900-9770

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this 11 day of April, 2024, personally appeared the within named M Hannah Wise, and M Hannah Wise as the authorized representative of the contractor and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

My Commission Expires:

8-22-2025

CORY ELLIOTT
Notary Public - Seal
Hamilton County - State of Indiana
Commission Number 704305
My Commission Expires Aug 22, 2025

Notary Public,

Residing in Hamilton County, IN

INDNE-2024-00057



**NON-ENFORCEMENT OF DRAINAGE
EASEMENT FOR FENCES**

Tax Parcel Number 1040-14-00-07 003.000

Drain Name Paubel & Vance & Peter Paubel - Lockway

Dated this 13th day of May, 2024, by the Hamilton County Drainage Board.

HAMILTON COUNTY DRAINAGE BOARD

ATTEST:

Lynette Mosbaugh
Lynette Mosbaugh, Secretary

Christine Altman
President
Christine Altman

*The fence will be located a minimum 10' off of the riprap located along the rear North perimeter line.

"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: Kenton C. Ward, Surveyor"

Prepared by the Hamilton County Drainage Board: Michael A. Howard, Attorney

IN ONE - 2024-00057

EXHIBIT 4

Lochaven Homeowners Association, Inc.
3002 East 56th Street
Indianapolis, IN 46220
317-253-1401

5/24/2024

DENNIS J & SUSAN K EHMAN
7142 SPAYSIDE DRIVE SOUTH
NOBLESVILLE, IN 46062

RE: 7142 SPAYSIDE DRIVE SOUTH
Lot#: 191

Dear DENNIS J & SUSAN K EHMAN:

The improvement request that you sent in regarding a fence was received and approved by the Architectural Control Committee.

Request: Installing a 4ft high aluminum fence in our back yard. Will be installed 2 feet inside of the property line and got to the corners of our house. Please see sample fence pictures included and Plot Plan with fencing marked in red. Install dates are estimated we will need to have the fence posts put in and then need to have some sprinkler heads moved by our irrigation company before fence completion.

- **You are still required to follow up with your local municipality to determine if a permit is necessary for your improvement.**
- **It is highly recommended that you have the property lines properly marked before any fence installation.**
- **If your improvement is going into an easement- be aware that if the local utilities or city/county need access to this easement they can require you to remove your improvement at your expense.**

You have 90 days from beginning of the project to complete the updates unless you apply to the committee for an extension.

Any questions please feel free to contact Tamara Chafey at tamara@ardsleymgmt.com.

Thank you,

Lochaven Homeowners Association, Inc.