



# BUILDING, PLANNING & DEVELOPMENT

260.925.6449 p | 260.920.3342 f | 210 S Cedar St / PO Box 506 Auburn, IN 46706 | bpd@ci.auburn.in.us

## Instructions for Utility Services Agreement and Encroachment Into an Easement

### 1. EASEMENT ENCROACHMENT SUBMITTAL REQUIREMENTS:

- Completed Board of Works Application
- Copy of the recorded deed for the property
- Site plan showing details of the encroachment
- Notarized signature of owners on the Utility Services Agreement

2. **PLAN REVIEW & ROUTING:** The completed application packet will be routed to all appropriate City/County Departments and utility companies for review. The Department of Building, Planning, and Development will communicate any concerns or comments from the other Departments/utility companies. If there are issues with the proposed project, adjustments to the project may be necessary. The Plan Review and Routing Process takes about two weeks and review of revised plans takes an additional week for each set of revisions.
3. **MEETING:** Once City Departments are satisfied, the Department of Building, Planning, and Development will prepare and present the Easement Encroachment request to the Board of Public Works and Safety. Attendance by the owner is typically not required. If there are outstanding issues or concerns, the owner may be asked to attend to answer the Board's questions.
4. **APPROVAL:** Upon approval, the Utility Services Agreement will be recorded in the Office of the DeKalb County Recorder. The Department of Building, Planning, and Development will provide a copy of the recorded Utility Services Agreement to the property owner.
5. **PERMITS:** The owner is responsible for obtaining the necessary permits for the project. Permit applications are generally completed concurrently with the Board of Public Works Application Packet and issued when the recorded Utility Services Agreement is provided to the owner.



## BOARD OF PUBLIC WORKS AND SAFETY

Department of Building, Planning, & Development

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### APPLICANT INFORMATION

Provide Contact Name, Company Name (if applicable), Mailing Address, Phone, and Email for each individual.

**Applicant** \_\_\_\_\_

**Applicant Address** \_\_\_\_\_

**Applicant Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**Property Owner** \_\_\_\_\_

### PROJECT INFORMATION

**Name** \_\_\_\_\_

**Location** \_\_\_\_\_

**Project Type** \_\_\_\_\_

**Description** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### SUBMITTAL REQUIREMENTS CHECKLIST

- Owners Affidavit – if application is not signed by owner
- Recorded Property Deed
- Site Plan showing property lines, rights-of-ways, structures, parking, etc.

### CERTIFICATION

By signing below, I certify the following:

- I am the owner or legal agent of the subject property;
- The information provided in this application is true and accurate to the best of my knowledge;
- I understand the application will be routed to applicable government and utility agencies;

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Date

### OFFICE USE ONLY

Received Date: \_\_\_\_\_ LOGOS#: BOW- \_\_\_\_\_

Received By: \_\_\_\_\_ LOGOS Address: \_\_\_\_\_

Payment Type: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

## **UTILITY SERVICES AND EASEMENT ENCROACHMENT AGREEMENT CITY OF AUBURN, INDIANA**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Public Works and Safety of the City of Auburn, Indiana, a Municipal Corporation in DeKalb County, State of Indiana [City], and \_\_\_\_\_ [Owner];

**WITNESSETH:**

**WHEREAS**, Owner is the owner of the following described real estate located in DeKalb County, Indiana, to wit:

Address: \_\_\_\_\_

Legal: \_\_\_\_\_

Owner having acquired said real estate referenced in Document # \_\_\_\_\_ in the Office of the Recorder, DeKalb County, Indiana [Real Estate]; and

**WHEREAS**, City has jurisdiction over certain utility and/or drainage easements that lie on, under and/or over said Real Estate, which easements have been previously dedicated by Owner to the public and/or City of Auburn use [Easement], the description of which has been duly recorded on the deed record or plat for said Real Estate; and

**WHEREAS**, Owner proposes to install/place/construct the following Improvement [Improvement] in said Easement, to wit:

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**NOW THEREFORE**, in consideration of the premises herein, it is agreed that the proposed Improvement shall be permitted to be located within said Easement subject to the following, to wit:

1. City is representing only the City and the utilities and agencies of the City of Auburn, Indiana;
2. City is not representing the interest(s) of, nor abridging or abrogating the rights of, any other authorized user of said Easement;
3. City is not authorizing any encroachment into any drainage way or other component of any drainage system which is under the jurisdiction in whole or in part of the DeKalb County Drainage Board;
4. Owner's construction, installation and maintenance of said Improvement shall not be in contact with or in conflict with nor damage nor destroy any current or future uses by the City of Auburn or any other authorized user of said Easement;
5. Owner shall not relocate, alter or enlarge Improvement without prior approval of City;
6. Said Improvement shall not interfere with or obstruct access to said Easement by City and/or its utilities or agencies and/or any other authorized user of said Easement, nor shall said Improvement in any way encroach upon or impair or interfere with the use of streets or sidewalks or with the free and safe movement of foot or vehicular traffic;

7. City and any other authorized user of said Easement shall have the right to remove said Improvement in the event access is required to utilities or other authorized work either already located in or authorized to be placed in said Easement, and Owner shall not be entitled to any reimbursement for such removal;
8. Owner shall upon request of City and/or any other authorized user of said Easement immediately cease use of said Improvement authorized herein and shall remove or assist in the removal of said Improvement as necessary when in the opinion of City or any other authorized user of said Easement such removal is required in order to gain access to their respective utilities or work; Owner shall upon request of City and/or any other authorized user of said Easement immediately cease use of said Improvement authorized herein and shall remove or assist in the removal of said Improvement as necessary when in the opinion of City or any other authorized user of said Easement such removal is required in order to gain access to their respective utilities or work;
9. In the event that the costs including time, labor and equipment associated with accessing City-owned utilities within said Easement is determined by City to be in excess of that normally required due to additional boring, trenching, movement or removal or other extra work upon and through said Improvement, said excess costs shall be reviewed by the Auburn Board of Public Works and Safety at a public meeting. The Board of Public Works and Safety will determine with input from the utilities and owners, the amount of the excess cost to be born entirely by Owner;
10. Owner shall be responsible for repair and/or replacement at Owner's sole expense of any Improvement that may be damaged or removed by City or any authorized user of said Easement, as a result of authorized work performed within said Easement;
11. City will replace and/or repair the ground beneath said Improvement only when City or its utilities or agencies actually perform work in said Easement;
12. Owner hereby forever releases the City of Auburn from any and all claims, demands or causes of action which Owner has or may in the future have against City arising directly or indirectly from City or City's utilities or agencies working within said Easement, or from the modification or removal of Improvement from said Easement. Owner shall indemnify and hold harmless said City from and against all demands, charges, losses, costs, and expenses including reasonable attorney fees and legal costs arising from the exercise by Owner of any rights granted under this Agreement including, without limitation, the installation, ownership, use, repair, replacement, and removal of the Improvement by Owner, or the employees, contractors, agents and authorized representatives of Owner;
13. Acceptance of this Agreement does not relieve Owner or Owner's representatives from obtaining any other permits or approvals as may be required for the placement of said Improvement, and said placement and Improvement shall be subject to all appropriate federal, state, and local laws, ordinances, rules and regulations;
14. This Agreement shall constitute a covenant running with the land for the benefit of City, their successors and assigns, and shall bind said Real Estate from the date of this Agreement until a written termination of this Agreement is executed by City; and
15. City shall record this Agreement in the Office of the Recorder of DeKalb County, Indiana.

**IN WITNESS WHEREOF**, City and Owner have executed this Agreement as of the day and year first above written.

## CITY

By: David E. Clark Jr., Mayor

## OWNER

By: \_\_\_\_\_  
Owner (signature / print)

By: \_\_\_\_\_  
Owner (signature / print)

## **CITY ACKNOWLEDGEMENT**

**BEFORE ME**, the undersigned Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared the within named David E. Clark Jr., Mayor for the City of Auburn Indiana herein "City" acknowledged the execution of the foregoing instrument.

## **OWNER ACKNOWLEDGEMENT**

State Of \_\_\_\_\_ )  
 ) SS:

**BEFORE ME**, the undersigned Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared the within named \_\_\_\_\_, herein “Owner” acknowledged the execution of the foregoing instrument.

**WITNESS** my Hand and Notarial Seal

**WITNESS** my Hand and Notarial Seal

By: \_\_\_\_\_  
Notary Public, Signature

By: \_\_\_\_\_  
Notary Public, Signature

Notary Public, Printed Name

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Notary Public, Printed Name

Number / Expiration Date or Stamp

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Number / Expiration Date or Stamp

This instrument prepared by the Department of Building, Planning and Development, City of Auburn, and approved by: Zachary M. Lightner, City Attorney, City of Auburn, Indiana

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. Lorrie K. Pontius, Clerk-Treasurer, City of Auburn, Indiana