

Town of Zionsville, Indiana

1100 West Oak Street, Zionsville, Indiana 46077

Application for Encroachment

1. SITE INFORMATION:

Address of Property: 11651 Ansley Court, Zionsville, IN 46077	
Subdivision/Development: Ansley Park	Lot/Suite Number: 12
State Parcel Number: 019-12301-12	Zoning: _____

2. APPLICANT (BUILDER-CONTRACTOR)

3. PROPERTY OWNER

Contact Name: Amanda Wewetzer	Contact Name: Kyle Montrose
Company: Bullseye Fence Design Inc.	Company: N/A
Address: P.O. Box 941 Nashville 46061	Address: 11651 Ansley Court
Phone: 317-777-0197	Phone: 317-748-7658
E-mail: amanda@bullseyefence.com	E-mail: montrosekyle@gmail.com
☐ IF Different from Owner, Fill out Owner Authorization Form	

4. ENCROACHMENT INFORMATION

a. Describe Proposed Encroachment: Placing fence on property line, which is 10' into Drainage and Utility Easement on west side of property and 15' into D.U.E. on south side of property.	
b. Location: ☐ Right-of-Way ☐ Air Rights ☒ Easement	
c. Type: ☐ Sign ☐ Landscaping ☒ Fence ☐ Tree ☐ Deck ☐ OTHER: _____	
Estimated Cost: \$9,000 payable by owner to construct fence.	

5. ADDITIONAL INFORMATION:

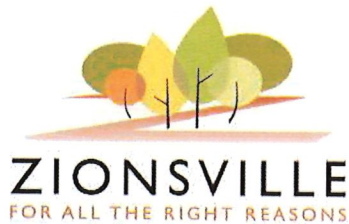
☐ Encroachment Agreement	For Recordation. Applicant should fill out and sign provided document.	8 1/2 x 14 Agreement Provided? ☐ Yes ☐ No
☒ Site Plan	Drawing should be to scale with north arrow. It should indicate all easements and easement line(s) & all right-of-way and right-of-way line(s). The drawing should show the encroachment(s) and all necessary dimensions relating to the encroachment(s).	8 1/2 x 11 min. Site Plan Provided? ☒ Yes ☐ No
☒ Exhibit A	A copy of the deed or a legal description of the property will be required. In addition, the date the deed was recorded, instrument number, etc.	Deed/Legal Provided? ☒ Yes ☐ No

The undersigned hereby certifies that they have the authority to make the above application, that the above information is true and correct, changes requested by this application are in conformance with all laws of the State of Indiana and Ordinances of the Town of Zionsville, that the Homeowners Association [if applicable] has been noticed, and that the encroachment will not be installed until proper certificates of completion and compliance are filed with the Department of Planning & Economic Development, Town of Zionsville, Indiana.

Signature of Applicant:

Date: 04-13-2025

Print: Kyle Montrose



Procedures for Submittal of Encroachment Agreement

[Easements]

Be Advised: Obtaining approval through the Town of Zionsville does not supersede approval from your Homeowners Association (HOA). Please contact your HOA for approval of your project.

Process:

- ☒ Fill out Application for Encroachment
- ☐ Complete the enclosed Affidavit in Favor of the Town of Zionsville.
 - On an 8 ½" x 14" Legal sized paper
 - Document must have two inch (2") margin at the top of the first page and the last, half-inch (½") margins on interior pages or Boone County Recorder's Office will charge additional \$1 per page.
- ☒ Submit a Site Plan:
 - On a minimum of 8 ½" x 11" sheet of paper.
 - Drawing should be to scale with north arrow.
 - Shall indicate all easements and easement line(s) & all right-of-way and right-of-way line(s).
 - The drawing should show the encroachment(s) and all necessary dimensions relating to the encroachment(s).
- ☒ Submit "Exhibit A":
 - A copy of the deed for the property or a legal description of the property.
 - In addition, the date the deed was recorded, instrument number, etc.
- ☐ Submit a non-refundable application and review fees. Checks payable to Town of Zionsville. **Fee Schedule** and **Stormwater Schedule of Fees**. Other fees may apply (inspection, etc.).

Submit all documents to the Town of Zionsville either by mail, drop off in the black drop box located in the Town Hall vestibule, or by email to the Planner I - Zoning staff member. Staff will review your request and you will be notified of the findings.

Town of Zionsville
Community & Economic Development
1100 W Oak Street
INDIANA 46077
(317) 873-8247

If approved, the Town of Zionsville will also sign off on the Affidavit, which will then be available for the applicant to take to the Boone County Recorder's office for required recording. A copy of the recorded Affidavit is required to be on file with the Town of Zionsville. Please see instructions on the following page.

TOWN OF ZIONSVILLE

CONSENT TO ENCROACHMENT AND ENCROACHMENT AGREEMENT

Obstruction of Recorded Easement

THIS CONSENT TO ENCROACHMENT AND ENCROACHMENT AGREEMENT ("Encroachment Agreement") is made and entered into effective the 16 day of April, 2025, by and between the **TOWN OF ZIONSVILLE, INDIANA**, a municipal corporation (hereinafter called "Town" or "Zionsville") and Eyle Montrose (hereinafter called "Land Owner" or "Owner"), WITNESSETH THAT:

WHEREAS, Land Owner is the owner of certain real estate located in the Zoning District of the Town of Zionsville, having the common address of 11651 Ansley Court, Zionsville, Indiana, (hereinafter the "Real Estate"), which is more particularly described in the legal description Exhibit "A" attached hereto; and

WHEREAS, the Town is the owner of a recorded and platted drainage and/or utility easement located within the Real Estate; and

WHEREAS, the Land Owner applied to the Zionsville Building Commissioner for approval of an installation of a fence/structure/landscaping/etc. located upon the Real Estate (hereinafter "the Encroachment"), which will hang over/be located within the described easement and, therefore, encroach over, above and upon the airway, easement owned by the Town, with such Encroachment being more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Zionsville Building Commissioner approved the requested Encroachment based on the Land Owners voluntary agreement to enter into this Encroachment Agreement and indemnify and hold the Town harmless as hereinafter provided;

NOW, THEREFORE, in consideration of the Town's approval of the requested installation and for and in consideration of the covenants and agreements hereinafter contained and set forth, the sufficiency of which is hereby acknowledged, the Town and the Owner now promise, covenant, and agree as follows:

1. The Town hereby consents to the Encroachment to be located over, above, and/or upon the Town's easement as an installation located on the Real Estate.

2. It is mutually understood and agreed that consent to the Encroachment does not create in the Land Owner or his successors and assigns any right, title, or interest in and to that portion of the easement owned by the Town upon which said Encroachment is or may hereafter be over, above, and/or located upon, and the Land Owner hereby specifically waives any right, title, and interest in and to that portion of the real estate owned by the Town within the boundaries of said existing easement for the Real Estate which the Owner might heretofore have acquired, or might hereafter acquire by any means of adverse possession.

3. In consideration of the Town's consent to the Encroachment in the Real Estate easement, the Owner does hereby certify, acknowledge, and affirm that the Town of Zionsville, Indiana, shall not be responsible or liable for any loss occasioned by the removal, alteration, or destruction (in whole or in part) of the installation Encroachment over, above, and/or located upon or within the easement for the Real Estate, whether during the lawful exercise of the Town's right and duties in regard to the maintenance, repair, or improvements to said easement or on other occasions and whether caused in whole or in part by the negligence of the Town or its employees, agents,

4. Land Owner and successors and assigns and successor owners in interest shall indemnify the Town of Zionsville, Indiana, and hold the Town harmless from any and all liability, damages, expenses, and costs, including reasonable attorney fees, arising out of or related to damages to property or injury to persons, including death, which result from, relate to, or arise in connection with the Encroachment within the easement for the Real Estate. In the event it becomes necessary for the Town of Zionsville to enforce this indemnification and hold harmless provision, the Owner shall pay all reasonable costs the Town incurs in the enforcement thereof and in the enforcement of this Encroachment Agreement, including reasonable attorney fees. The Owner and successors and assigns and successor owners in interest to the Real Estate shall have an affirmative duty to inform all third parties with whom each negotiates for a possible sale, lease, assignment, mortgage, or transfer of the Real Estate of the existence of this Encroachment Agreement and the obligations hereunder.

5. In the event the Owner or successors and assigns or a successor owner in interest to the Real Estate breaches this Encroachment Agreement, in addition to all other legal and equitable rights and remedies the Town may have, the Owner hereby covenants and agrees that the consent granted to encroach may be revoked at any time thereafter upon the Town giving at least ninety (90) days prior written notice of termination of the Encroachment. Upon receipt of such notice, the Owner shall remove the Encroachment at his sole cost and expense prior to the termination date. Should he or his successors and assigns fail to timely remove the Encroachment, the Town may do so and is hereby released from any and all liability resulting from or associated with said removal of the Encroachment and from any diminution in the value of the Real Estate as a result thereof. All costs and expenses incurred to effectuate said removal, including related employee and court costs and attorney fees, shall be promptly reimbursed by the Owner to the Town within ten (10) days of being invoiced.

6. All notices, requests, and demands hereunder shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, when delivered to an overnight courier service with guaranteed next business day delivery or, if deposited in the U.S. Mail, postage prepaid, certified or registered, addressed to the appropriate party at the address set forth below following the signatures of the parties hereto. Such notices, requests, and/or demands shall be effective upon the actual receipt thereof or, in the case of U.S. Mail, on the third calendar day after mailing. Either party may change its address as set forth herein by notice given to the other party as herein provided.

7. The covenants and agreements herein contained and set forth shall be construed as covenants and agreements running with the title to the above-described parcel of real estate and easement, and shall be binding upon the parties hereto, their respective heirs, devisees, legal representatives, and assigns, and upon any person or entity acquiring an interest in the Real Estate.

8. Mike Dale as Building Commissioner for the Town of Zionsville, states that he is duly empowered to execute this Consent to Encroachment and Encroachment Agreement for and on behalf of the Town of Zionsville, Indiana.

IN WITNESS WHEREOF, the parties have hereunto executed this Consent to Encroachment and Encroachment Agreement, effective the day and year first above written.

TOWN OF ZIONSVILLE, INDIANA

By: _____

Printed: Mike Dale

Not personally, but in his capacity as

Building Commissioner for the Town of Zionsville.

Address:

Zionsville Town Hall

Attention: Mike Dale

1100 West Oak Street

Zionsville, Indiana 46077

Land Owner: Eyle Montrose

By: [Signature]

Printed: Eyle Montrose

Title: _____

Physical Address:

11651 Ansley Court
Zionsville, IN 46077

Mailing Address:

11651 Ansley Court
Zionsville, IN 46077

STATE OF INDIANA)

)SS:

COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared Mike Dale for and on behalf of the Town of Zionsville, Indiana, as the Building Commissioner of the Town of Zionsville, Indiana, who acknowledged the execution of the foregoing Consent to Encroachment and Encroachment Agreement.

WITNESS my hand and Notarial Seal this

_____ day of _____, _____

Signature _____

Printed: _____

My Commission Expires: _____

My Commission Number: _____

Residing in _____ County, INDIANA

SEAL:

STATE OF INDIANA)

)SS:

COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared Eyle Montrose who acknowledged the execution of the foregoing Consent to Encroachment and Encroachment Agreement and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this

_____ day of _____, _____

Signature _____

Printed: _____

My Commission Expires: _____

My Commission Number: _____

Residing in _____ County, _____

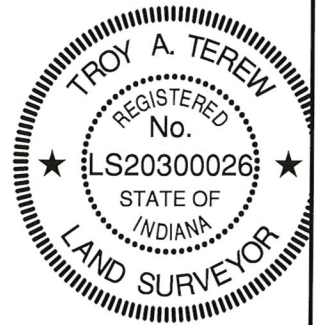
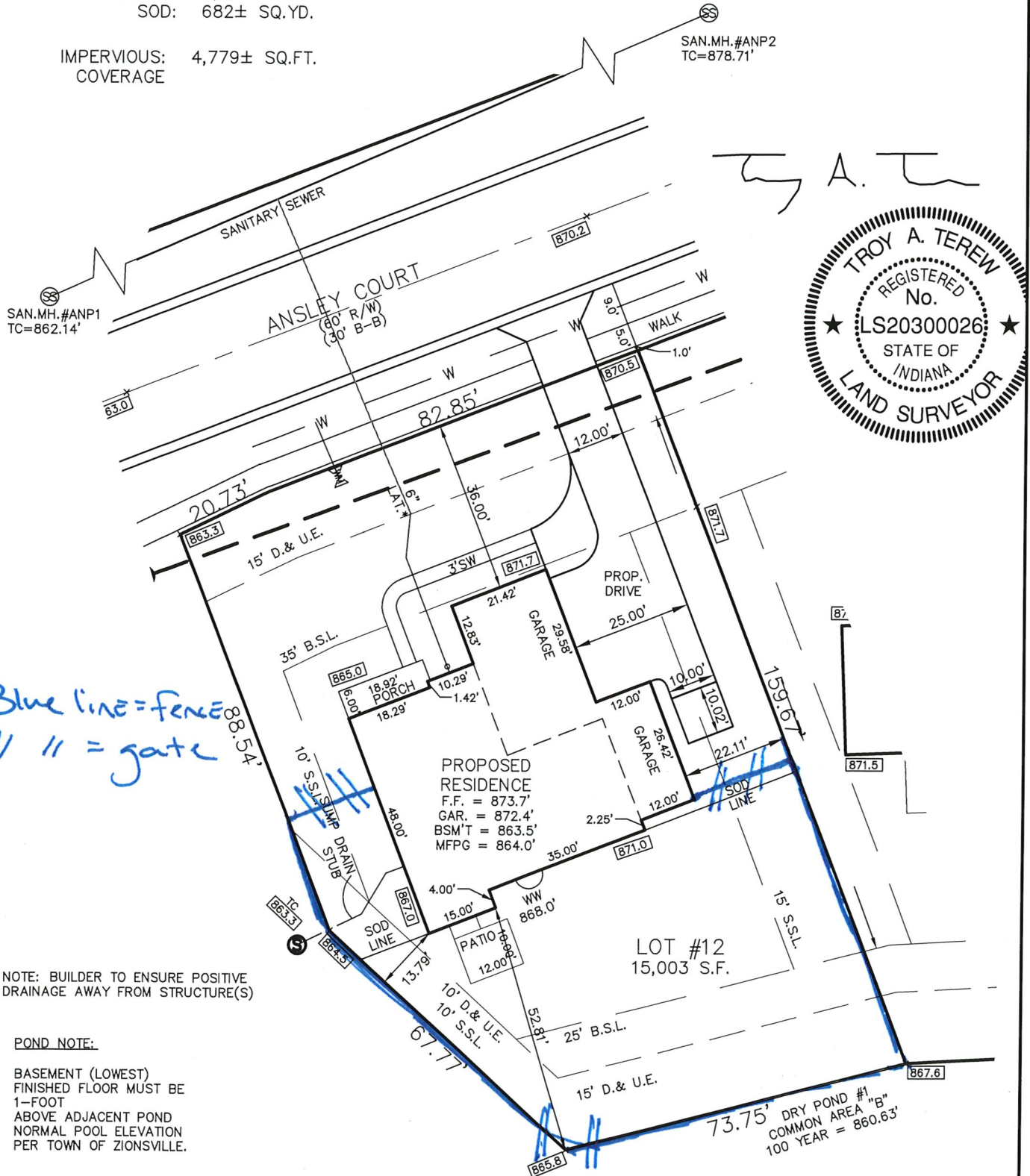
SEAL:

LOT SIZE: 15,003 SQ.FT.
 CONC. DRIVEWAY: 1,412± SQ.FT.
 ADDITIONAL CONC. 269± SQ.FT.
 PUBLIC WALK: 458± SQ.FT.
 PRIVATE WALK: 143± SQ.FT.
 SEEDING: 4,993± S.F.
 SOD: 682± SQ.YD.

IMPERVIOUS: 4,779± SQ.FT.
 COVERAGE



IGA#605





First American Title
File # 110629136

GENERAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that *DREES PREMIER HOMES, INC., DBA DREES HOMES*, organized and existing under the laws of the State of Indiana ("Grantor") **CONVEYS AND WARRANTS** to Kyle Montrose and Terra Montrose, Husband and Wife, of Boone County, for the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Boone County, in the State of Indiana:

(See Exhibit A Legal Description)

Property Address: 11651 Ansley Court Zionsville, Indiana 46077

DULY ENTERED
FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
MAR 31, 2025
Rebbie M. Montrose-Crum
Auditor of Boone County, Indiana
AS

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this **24th** day of **March**, **2025**

DREES PREMIER HOMES, INC., DBA DREES HOMES

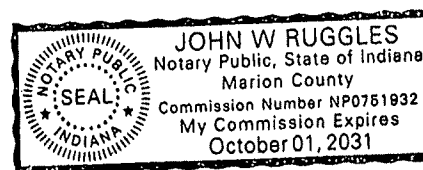
By: _____
Keith Lash
Division President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State personally appeared Keith Lash, Division President of Drees Premier Homes, Inc. dba Drees Homes, the Grantor herein and being authorized to do so signed the foregoing deed on behalf of Drees Premier Homes, Inc. dba Drees Homes, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this day **24th** of **March**, **2025**

Notary Public, John Ruggles



County of Residence: Marion
Commission expires: 10-01-2031

*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. *John Ruggles*
*No Indiana gross tax due as a result of this transaction

This instrument was prepared by:

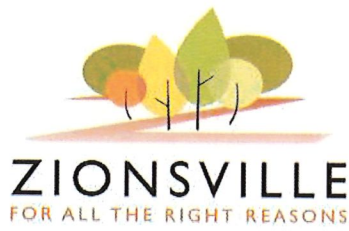
John Ruggles, Drees Premier Homes, Inc., 900 E. 96th Street, Ste 100, Indianapolis, IN 46240

Tax Bills & Grantees Mailing Address: **11651 Ansley Court Zionsville, Indiana 46077**

EXHIBIT A
LEGAL DESCRIPTION

Land situated in the County of Boone, State of Indiana, is described as follows:

Lot Numbered 12 in ANSLEY PARK, SECONDARY PLAT, as per plat thereof recorded March 13, 2020 in Plat Book 28, pages 10-12, and as Instrument No. 2020002814 in the Office of the Recorder of Boone County, Indiana.



Procedures for Submittal of Encroachment Agreement

[Easements]

Be Advised: Obtaining approval through the Town of Zionsville does not supersede approval from your Homeowners Association (HOA). Please contact your HOA for approval of your project.

After approval by the Town of Zionsville:

If approved, the applicant will retrieve the affidavit signed and notarized by the Town of Zionsville to be recorded at the Boone County Recorder's office.

Boone County Recorder's Office

202 Courthouse Square

LEBANON, INDIANA 46052

(765) 482-3070

1. Cost is \$25 flat fee.
2. Checks are made out to the Boone County Recorder.
3. Bring a Stamped and Self Addressed envelope.
4. The Recorders office will mail the document to you.
5. Once recorded, forward a copy of the receipt to the Planning Department for temporary release.
6. Final recorded document to be submitted once received to the Planning Department for final release.