

LIMITED ACCESS FENCE REMOVAL COVENANT
BETWEEN
THE INDIANA DEPARTMENT OF TRANSPORTATION
AND

This limited access fence removal covenant (“Covenant”) is between the Indiana Department of Transportation (“INDOT”), and _____ (“OWNER”), hereinafter jointly referred to as “Parties,” The following shall become a part of the INDOT right-of-way permit:

1. The OWNER owns real estate located in ___ County, Indiana, more particularly described in the attached, **Exhibit A** (“Owner’s Property”). The OWNER has filed an application for a right-of-way permit (“Permit”) with the _____ District of INDOT to enter limited access right of way (“LARW”) on State Road _____ (“SR”) to remove a LARW fence (“Fence”) depicted on **Exhibit B** adjacent to the Owner’s Property. INDOT issued a Permit Tracking Number: _____ and will issue a Permit for the OWNER to enter the LARW to remove the Fence, at INDOT’s discretion, and provided the OWNER satisfies all requirements within the permit application.
2. The Parties intend this Covenant to run with the Owner’s Property and bind both Parties hereto and anyone taking over their rights in the future.
3. INDOT, in its sole discretion, may require the OWNER, or the OWNER’s successor or assigns, to reinstall the Fence if INDOT determines that reconstruction of the Fence is necessary. The OWNER shall reconstruct the Fence in accordance with the most recent INDOT standards and specifications at no expense to INDOT. The reconstructed fence shall become the property of INDOT. The OWNER may be required to obtain an additional permit to reinstall the fence and the OWNER shall be responsible for the application and permit fees.
4. The OWNER shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from, this Covenant or work associated therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration, or removal of any equipment or material, to the extent such liability is caused by the OWNER, or any licensees, including any claims arising out of any law, ordinance, order, or decree. INDOT shall not provide indemnification to the OWNER. The OWNER agrees to pay all reasonable expenses and

attorney's fees incurred by or imposed on the State and INDOT in connection herewith if the OWNER shall default under the provisions of this Section.

5. Any access to LARW permitted by the Permit and this Covenant remains secondary to the interest of INDOT to use the LARW for highway or other transportation purposes. The PARTIES understand that this Covenant does not grant any interest or other rights in the land, either temporarily or permanently. The OWNER shall not erect or place any semi-permanent or permanent improvements or installations within the LARW, including but not limited to, signs, sculptures, structures, merchandise, or equipment without express written consent of INDOT.

****THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK****

OWNER has duly executed this Covenant on behalf of herself or himself on this ____ day of _____, 202_.

Owner (Signature)

Owner Printed Name

Address (Number and Street)

City State Zip

STATE OF INDIANA)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, _____ (Owner Name), and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

Witness my hand and Notarial Seal this ____ day of _____, 2026.

SEAL: (Signature) _____
(Printed Name) _____
Notary Public residing in _____ County
My Commission Expires: _____
My Commission Number: _____

District Deputy Commissioner

STATE OF INDIANA)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, _____, Deputy District Commissioner for Indiana Department of Transportation, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

Witness my hand and Notarial Seal this _____ day of _____, 2026.

SEAL:

(Printed Name) _____

Notary Public residing in _____ County

My Commission Expires: _____

My Commission Number: _____

This Document was prepared by:

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.