



Department of Engineering

July 11, 2023

Board of Public Works & Safety
10 South State Street
Greenfield, IN 46140

Dear Members,

Attached is are three (3) Water Line Easements from the McKees along Davis Road. These easements will be used to build a new 12" water main loop from the new proposed water tower on Franklin St (south of Animal Management) to the existing 12" main at Whitcomb Meadows. The McKee parcels were the only locations where we didn't have platted rights of way in which to build.

I would like to request that the Board approve and accept the three Water Line Easements as presented. My office will record the documents with the County once it is signed and accepted.

Sincerely,

A handwritten signature in black ink that reads "Jason Koch". The signature is written in a cursive, flowing style.

Jason A. Koch, P.E.
City Engineer

WATER LINE EASEMENT

KNOWN ALL MEN BY THESE PRESENT, That Virginia J. McKee (hereinafter called "GRANTOR"), for and in consideration of Twelve Thousand and 00/100 dollars (\$12,000.00), does hereby grant and convey to the City of Greenfield (hereinafter called "GRANTEE"), an easement to lay, construct, maintain and operate water distribution infrastructure, with all devices and appurtenances necessary for the proper construction or operation thereof, over, across, and under the surface of the following described real estate located in Hancock County, State of Indiana, to-wit:

(see "Exhibit A" attached hereto and made a part hereof)

GRANTEE shall have the right of ingress and egress over adjoining premises and lands at all times required by GRANTEE in order to lay, construct, maintain and operate water distribution infrastructure but shall use public ways for access when otherwise available. GRANTEE agrees to restore the real estate, as nearly as possible, to the condition in which it existed prior to any construction and/or repair, including reasonable compensation to GRANTOR for damage to any planted or growing crop.

GRANTEE shall save GRANTOR harmless from damage occasioned by the construction, installation, operation or maintenance of said installations on said easement. The GRANTEE covenants to hold the GRANTOR harmless in the event that the water distribution infrastructure is damaged due to "natural events" which shall include any event or damage not caused by GRANTOR.

It is further understood and agreed that no buildings, constructions, or trees and/or landscaping components shall be placed or be permitted to remain on said easement without the consent of GRANTEE. It is expressly agreed that GRANTOR may conduct customary farming activities, including row crop production, at his own risk, along and across the easement without further consent from GRANTEE and without any further consideration for crop damage that may occur after the initial installation of the infrastructure.

The GRANTOR hereby covenants that GRANTOR is the fee simple owner of the subject real estate, is lawfully seized thereof and has the legal right to grant and convey the foregoing easement therein. GRANTOR guarantees the quiet possession thereof to GRANTEE and GRANTOR will warrant and defend GRANTEE's title to said easement against all lawful claims. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of GRANTEE, its successors and assigns.

The undersigned persons executing this Easement on behalf of GRANTOR represent and certify that they are fully empowered to execute and deliver this Easement; and GRANTOR has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

In Witness Whereof, GRANTOR has caused this Easement to be executed this 3rd day of July, 2023.

Virginia J. McKee
Virginia J. McKee

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, a Notary Public, in and for said County and State, personally appeared Virginia J. McKee, who acknowledged the execution of the foregoing Water Line Easement, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of July, 2023.

Susan E. Dillman #1677515
Susan E. Dillman, Notary Public

My Commission Expires: 1-5-2024

County of Residence: Wayne



Accepted by the City of Greenfield Board of Public Works & Safety:

DATE: _____

Chuck Fewell, Mayor, Chairman

Kathy Locke, Member

Kelly McClarnon, Member

Larry J. Breese, Member

Glenna Shelby, Member

ATTEST:

Lori Elmore, Clerk-Treasurer

I affirm, under the penalties for perjury, that I have taken responsible care to redact each social security number in this document, unless required by law. Jason A. Koch, P.E., City Engineer

This document prepared by Jason A. Koch, P.E.

EXHIBIT "A"

Project: 13767-09
Tax ID: 30-11-05-300-002.000-009
Waterline Easement

A part of the Southwest Quarter of Section 5, Township 15 North, Range 7 East in Hancock County, Indiana, and being that part of the grantor's land depicted on the attached Easement Plat marked Exhibit "B", described as follows:

A strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described centerline: Commencing at the southwest corner of said quarter section; thence North 1 degree 25 minutes 22 seconds West 46.82 feet along the west line of said quarter section; thence North 88 degrees 34 minutes 38 seconds East 50.00 feet to a point on the northeastern boundary of the intersection of Franklin Street and Davis Road, said point being the POINT OF BEGINNING; thence North 1 degree 25 minutes 22 seconds West 1,290.15 feet, parallel to the west line of said quarter section, to the north line of the grantor's land.

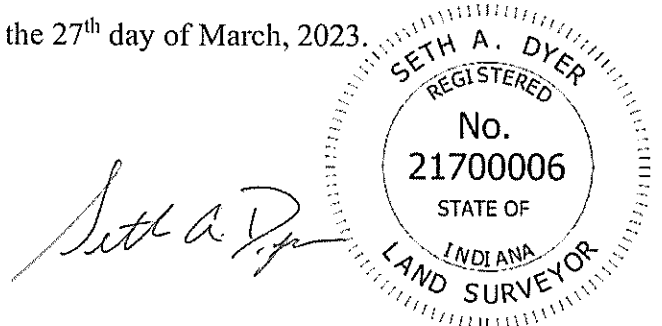
ALSO

A strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described centerline: Commencing at the southwest corner of said quarter section; thence South 89 degrees 34 minutes 32 seconds East 64.76 feet along the south line of said quarter section; thence North 0 degrees 25 minutes 28 seconds East 35.00 feet to a point on the northeastern boundary of the intersection of Franklin Street and Davis Road, said point being the POINT OF BEGINNING; thence South 89 degrees 34 minutes 32 seconds East 1,180.04 feet, parallel to the south line of said quarter section, to the east line of the grantor's land.

The sidelines of said strips of land shall be prolonged or shortened so as to terminate at the boundary of the grantor's land.

The lands herein described contain a combined 1.134 acres, more or less.

This description was prepared for the City of Greenfield by Seth A. Dyer, Indiana Registered Land Surveyor, License Number LS21700006, on the 27th day of March, 2023.

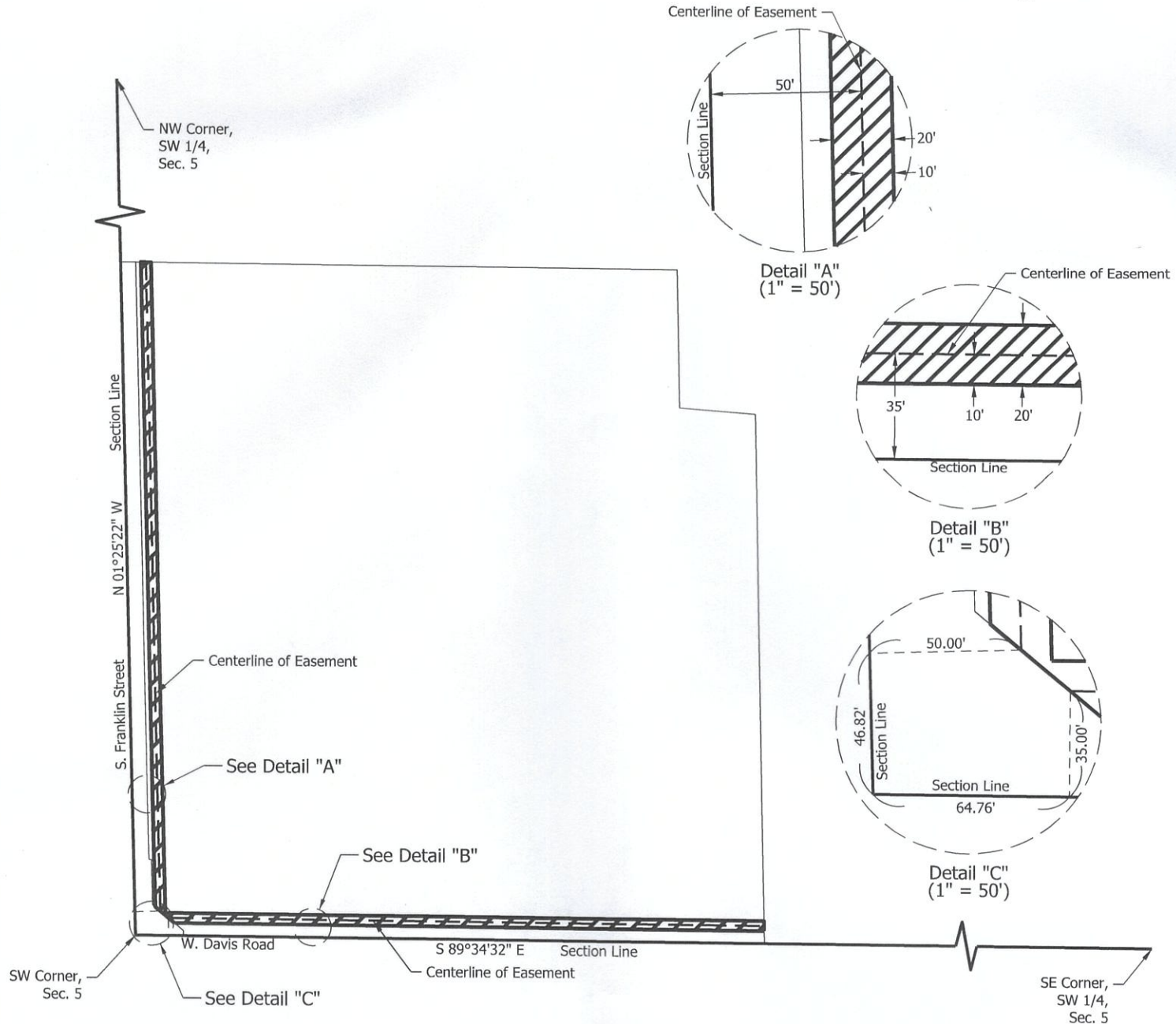


Project: Greenfield Water Southside
County: Hancock
Section: 5
Township: 15 North
Range: 7 East

Exhibit "B"

Tax ID: 30-11-05-300-002.000-009
Deed of Record: Instr. 202101853

 Hatched Area is the Approximate Easement



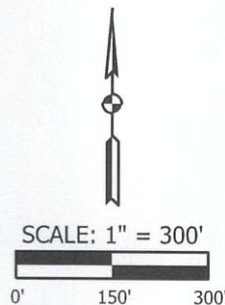
Seth A. Dyer
LS #21700006



SURVEYOR'S STATEMENT:

This plat was prepared from information obtained from the Recorder's Office of Hancock County, Indiana, including the Location Control Route Survey Plat Recorded in Instrument No. 202302578 in the Office of the Recorder of Hancock County, Indiana, and other sources which were not necessarily checked by a field survey.

Date: 3/27/2023



9102 North Meridian Street, Suite 200, Indianapolis, IN 46260
Phone: (317) 566-0629

WATER LINE EASEMENT

KNOWN ALL MEN BY THESE PRESENT, That **Matthew O. & Kimberly A. McKee** (hereinafter called "GRANTOR"), for and in consideration of Five Hundred and 00/100 dollars (\$500.00), does hereby grant and convey to the City of Greenfield (hereinafter called "GRANTEE"), an easement to lay, construct, maintain and operate water distribution infrastructure, with all devices and appurtenances necessary for the proper construction or operation thereof, over, across, and under the surface of the following described real estate located in Hancock County, State of Indiana, to-wit:

(see "Exhibit A" attached hereto and made a part hereof)

GRANTEE shall have the right of ingress and egress over adjoining premises and lands at all times required by GRANTEE in order to lay, construct, maintain and operate water distribution infrastructure but shall use public ways for access when otherwise available. GRANTEE agrees to restore the real estate, as nearly as possible, to the condition in which it existed prior to any construction and/or repair, including reasonable compensation to GRANTOR for damage to any planted or growing crop.

GRANTEE shall save GRANTOR harmless from damage occasioned by the construction, installation, operation or maintenance of said installations on said easement. The GRANTEE covenants to hold the GRANTOR harmless in the event that the water distribution infrastructure is damaged due to "natural events" which shall include any event or damage not caused by GRANTOR.

It is further understood and agreed that no buildings, constructions, or trees and/or landscaping components shall be placed or be permitted to remain on said easement without the consent of GRANTEE. It is expressly agreed that GRANTOR may conduct customary farming activities, including row crop production, at his own risk, along and across the easement without further consent from GRANTEE and without any further consideration for crop damage that may occur after the initial installation of the infrastructure.

The GRANTOR hereby covenants that GRANTOR is the fee simple owner of the subject real estate, is lawfully seized thereof and has the legal right to grant and convey the foregoing easement therein. GRANTOR guarantees the quiet possession thereof to GRANTEE and GRANTOR will warrant and defend GRANTEE's title to said easement against all lawful claims. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of GRANTEE, its successors and assigns.

The undersigned persons executing this Easement on behalf of GRANTOR represent and certify that they are fully empowered to execute and deliver this Easement; and GRANTOR has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

In Witness Whereof, GRANTOR has caused this Easement to be executed this 3rd day of July, 2023.

Matthew O. McKee
Matthew O. McKee

Kimberly A. McKee
Kimberly A. McKee

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, a Notary Public, in and for said County and State, personally appeared Matthew & Kimberly McKee, who acknowledged the execution of the foregoing Water Line Easement, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of July, 2023.

Monica Evans

Monica Evans, Notary Public

My Commission Expires: 07/05/28

County of Residence: Henry



Accepted by the City of Greenfield Board of Public Works & Safety:

DATE: _____

Chuck Fewell, Mayor, Chairman

Kathy Locke, Member

Kelly McClarnon, Member

Larry J. Breese, Member

Glenna Shelby, Member

ATTEST:

Lori Elmore, Clerk-Treasurer

I affirm, under the penalties for perjury, that I have taken responsible care to redact each social security number in this document, unless required by law. Jason A. Koch, P.E., City Engineer

This document prepared by Jason A. Koch, P.E.

EXHIBIT "A"

Sheet 1 of 1

Project: 13767-09
Tax ID: 30-11-05-303-001.000-009
Waterline Easement

The south 5 feet of Lot 1 in McKee Woods Section 1 to the City of Greenfield, Indiana, the plat of which is recorded in Instrument 201803685 in the Office of the Recorded of Hancock County, Indiana.

Said south 5 feet is adjacent to the north boundary of Davis Road as shown on said recorded plat.

The land herein described contains 0.011 acres, more or less.

This description was prepared for the City of Greenfield by Seth A. Dyer, Indiana Registered Land Surveyor, License Number LS21700006, on the 27th day of March, 2023.



Seth A. Dyer

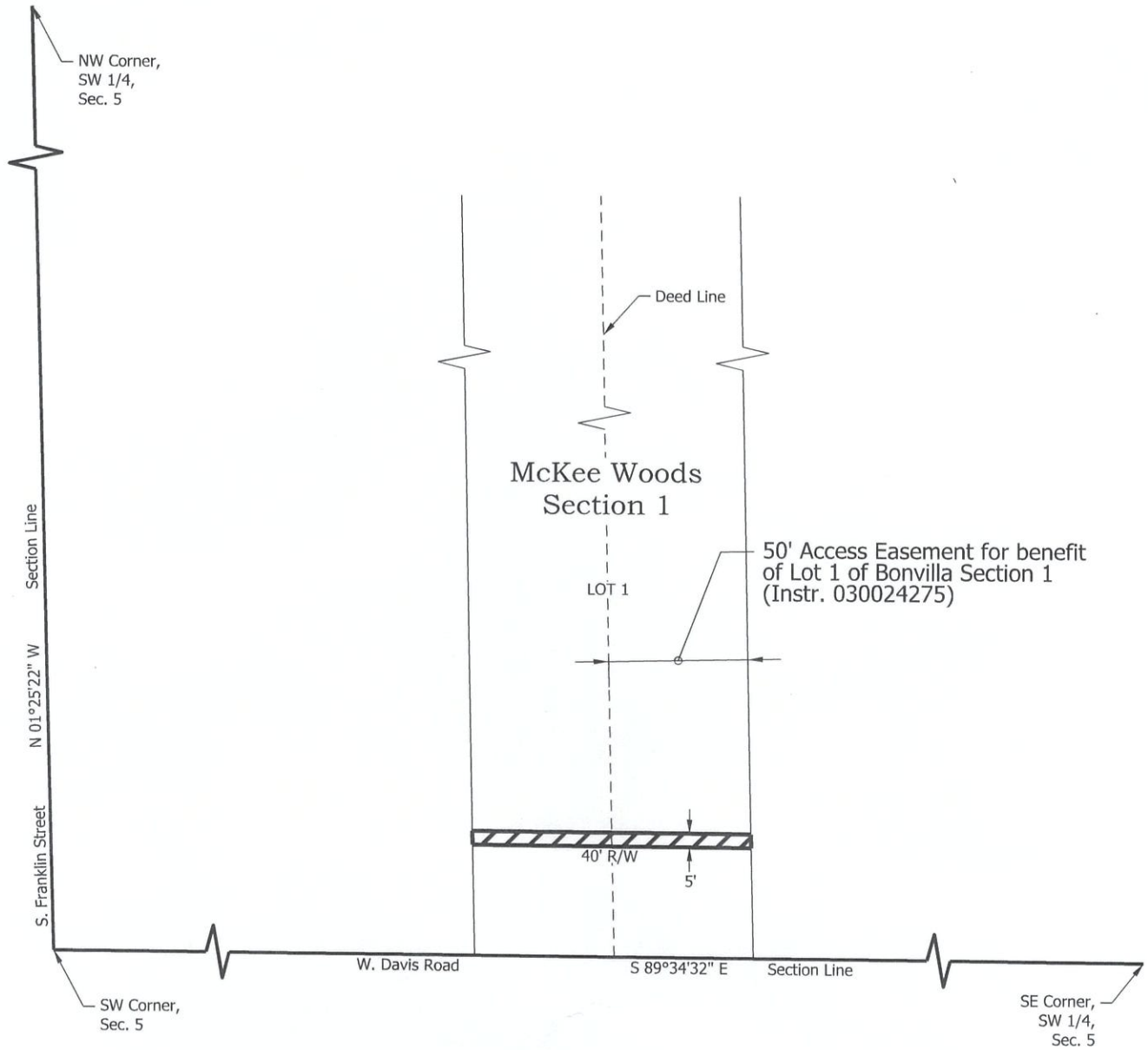
Project: Greenfield Water Southside
County: Hancock
Section: 5
Township: 15 North
Range: 7 East

Exhibit "B"

Tax ID: 30-11-05-303-001.000-009
Deed of Record: Instr. 201803494 & 9914176



Hatched Area is the
Approximate Easement



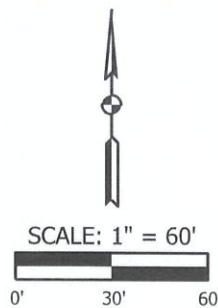
Seth A. Dyer
LS #21700006



SURVEYOR'S STATEMENT:

This plat was prepared from information obtained from the Recorder's Office of Hancock County, Indiana, including the Location Control Route Survey Plat Recorded in Instrument No. 202302578 in the Office of the Recorder of Hancock County, Indiana, and other sources which were not necessarily checked by a field survey.

Date: 3/27/2023



9102 North Meridian Street, Suite 200, Indianapolis, IN 4626C
Phone: (317) 566-0629

WATER LINE EASEMENT

KNOWN ALL MEN BY THESE PRESENT, That **Ginger McKee** (hereinafter called "GRANTOR"), for and in consideration of Two Thousand Three Hundred Fifty and 00/100 dollars (\$2,350.00), does hereby grant and convey to the City of Greenfield (hereinafter called "GRANTEE"), an easement to lay, construct, maintain and operate water distribution infrastructure, with all devices and appurtenances necessary for the proper construction or operation thereof, over, across, and under the surface of the following described real estate located in Hancock County, State of Indiana, to-wit:

(see "Exhibit A" attached hereto and made a part hereof)

GRANTEE shall have the right of ingress and egress over adjoining premises and lands at all times required by GRANTEE in order to lay, construct, maintain and operate water distribution infrastructure but shall use public ways for access when otherwise available. GRANTEE agrees to restore the real estate, as nearly as possible, to the condition in which it existed prior to any construction and/or repair, including reasonable compensation to GRANTOR for damage to any planted or growing crop.

GRANTEE shall save GRANTOR harmless from damage occasioned by the construction, installation, operation or maintenance of said installations on said easement. The GRANTEE covenants to hold the GRANTOR harmless in the event that the water distribution infrastructure is damaged due to "natural events" which shall include any event or damage not caused by GRANTOR.

It is further understood and agreed that no buildings, constructions, or trees and/or landscaping components shall be placed or be permitted to remain on said easement without the consent of GRANTEE. It is expressly agreed that GRANTOR may conduct customary farming activities, including row crop production, at his own risk, along and across the easement without further consent from GRANTEE and without any further consideration for crop damage that may occur after the initial installation of the infrastructure.

The GRANTOR hereby covenants that GRANTOR is the fee simple owner of the subject real estate, is lawfully seized thereof and has the legal right to grant and convey the foregoing easement therein. GRANTOR guarantees the quiet possession thereof to GRANTEE and GRANTOR will warrant and defend GRANTEE's title to said easement against all lawful claims. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of GRANTEE, its successors and assigns.

The undersigned persons executing this Easement on behalf of GRANTOR represent and certify that they are fully empowered to execute and deliver this Easement; and GRANTOR has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

In Witness Whereof, GRANTOR has caused this Easement to be executed this 3rd day of July, 2023.

Ginger McKee
Ginger McKee

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, a Notary Public, in and for said County and State, personally appeared Ginger McKee, who acknowledged the execution of the foregoing Water Line Easement, and who, having been duly sworn, stated that the representations therein contained are true.

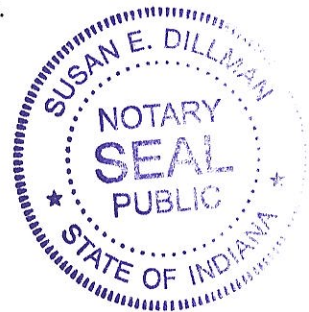
Witness my hand and Notarial Seal this 3rd day of July, 2023.

Susan E. Dillman #1677515

Susan E. Dillman, Notary Public

My Commission Expires: 1-5-2024

County of Residence: Wayne



Accepted by the City of Greenfield Board of Public Works & Safety:

DATE: _____

Chuck Fewell, Mayor, Chairman

Kathy Locke, Member

Kelly McClarnon, Member

Larry J. Breese, Member

Glenna Shelby, Member

ATTEST:

Lori Elmore, Clerk-Treasurer

I affirm, under the penalties for perjury, that I have taken responsible care to redact each social security number in this document, unless required by law. Jason A. Koch, P.E., City Engineer

This document prepared by Jason A. Koch, P.E.

EXHIBIT "A"

Sheet 1 of 1

Project: 13767-09
Tax ID: 30-11-05-300-002.004-009
Waterline Easement

A part of the Southwest Quarter of Section 5, Township 15 North, Range 7 East in Hancock County, Indiana, and being that part of the grantor's land depicted on the attached Easement Plat marked Exhibit "B", described as follows:

A strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described centerline: Commencing at the southwest corner of said quarter section; thence South 89 degrees 34 minutes 32 seconds East 1,345.76 feet along the south line of said quarter section to a west line of the grantor's land; thence North 1 degree 05 minutes 15 seconds West 35.01 feet along said west line to the POINT OF BEGINNING; thence South 89 degrees 34 minutes 32 seconds East 247.12 feet, parallel to the south line of said quarter section, to an east line of the grantor's land.

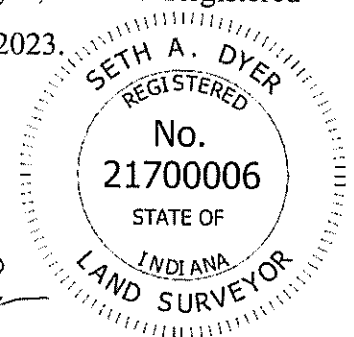
ALSO

A strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described centerline: Commencing at the southwest corner of said quarter section; thence South 89 degrees 34 minutes 32 seconds East 1,692.91 feet along the south line of said quarter section to a west line of the grantor's land; thence North 1 degree 05 minutes 15 seconds West 35.01 feet along said west line to the POINT OF BEGINNING; thence South 89 degrees 34 minutes 32 seconds East 237.50 feet, parallel to the south line of said quarter section, to an east line of the grantor's land.

The sidelines of said strips of land shall be prolonged or shortened so as to terminate at the boundary of the grantor's land.

The lands herein described contain a combined 0.222 acres, more or less.

This description was prepared for the City of Greenfield by Seth A. Dyer, Indiana Registered Land Surveyor, License Number LS21700006, on the 27th day of March, 2023.



A handwritten signature in black ink that reads "Seth A. Dyer". The signature is written in a cursive style and is positioned to the left of the professional seal.

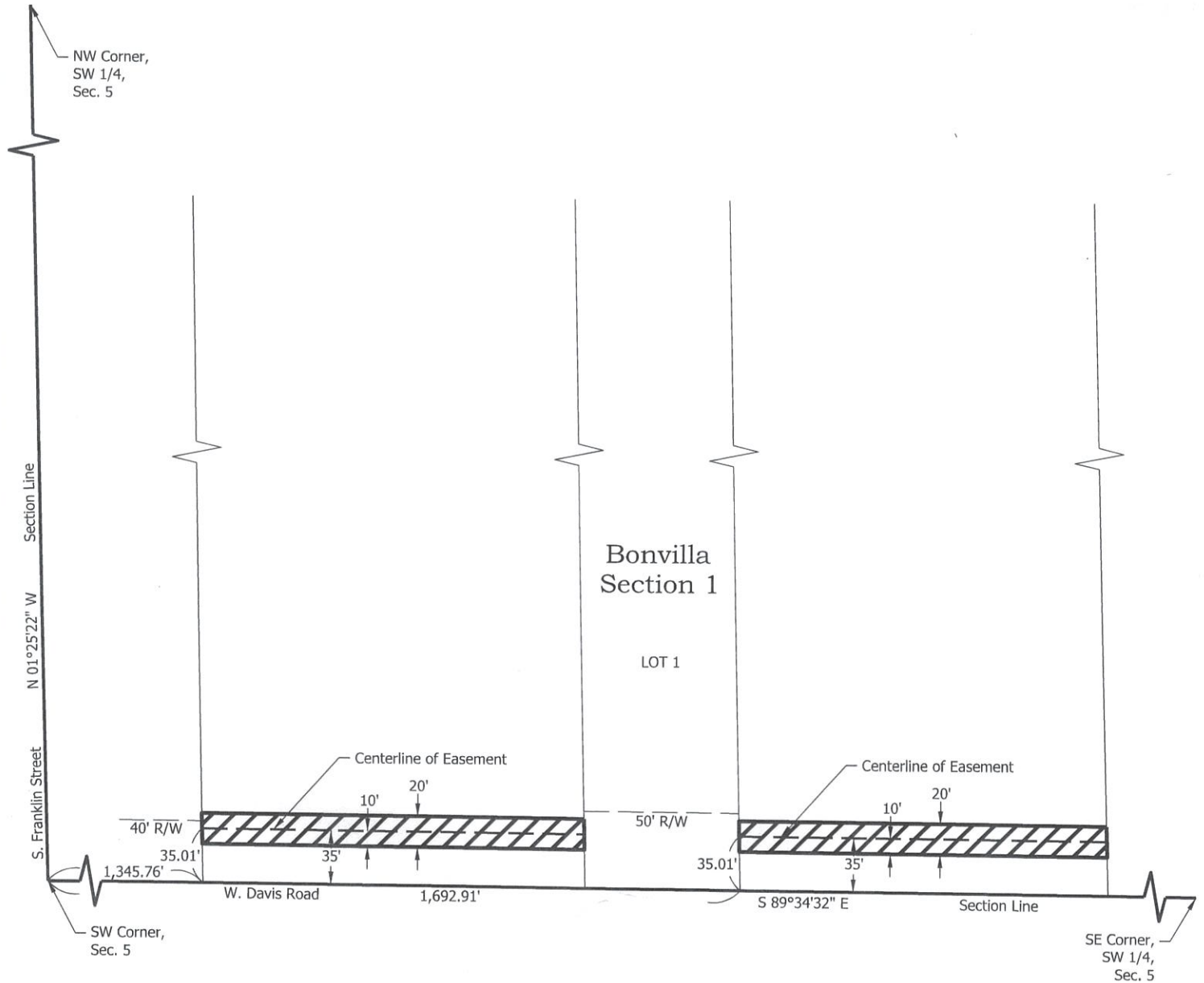
Project: Greenfield Water Southside
County: Hancock
Section: 5
Township: 15 North
Range: 7 East

Exhibit "B"

Tax ID: 30-11-05-300-002.004-009
Deed of Record: Instr. 020021057



Hatched Area is the
Approximate Easement



Seth A. Dyer
LS #21700006



SURVEYOR'S STATEMENT:

This plat was prepared from information obtained from the Recorder's Office of Hancock County, Indiana, including the Location Control Route Survey Plat Recorded in Instrument No. 202302578 in the Office of the Recorder of Hancock County, Indiana, and other sources which were not necessarily checked by a field survey.

Seth A. Dyer
Date: 3/27/2023



SCALE: 1" = 100'



SJCA Inc. Project: 22SU059

9102 North Meridian Street, Suite 200, Indianapolis, IN 46260
Phone: (317) 566-0629