

AMENDED PERPETUAL EXCLUSIVE UTILITY EASEMENT

THIS INDENTURE WITNESSETH that the Hancock County 4-H Club Agricultural Association, Inc. hereinafter referred to as "GRANTOR" and the City of Greenfield, of Hancock County, Indiana, hereinafter referred to as "GRANTEE" hereby agree to the following amendments to the Perpetual Exclusive Easement heretofore executed by the parties on the 14th day of May 2024, recorded in the Office of the Hancock County Recorder as Instrument No. 202408591 on August 22, 2024:

1. In addition to the easement already granted by GRANTOR to GRANTEE as set forth in an instrument recorded as Instrument No. 202408591 recorded in the office of the Hancock County Recorder on August 22, 2024, GRANTOR hereby grants, and conveys to GRANTEE an Amended Perpetual Exclusive Utility Easement together with all devices and appurtenances necessary for the proper construction or operation of GRANTEE'S utilities, across and under the surface of the following described real estate located in Hancock County, State of Indiana, to-wit:

Described and depicted on Exhibit A, attached hereto and incorporated herein,
consisting of 0.084 acres more or less.

2. As sole consideration for the execution of this document and conveyance the aforementioned real estate by GRANTOR to GRANTEE, GRANTEE shall, at a time and location determined by GRANTOR provide the labor to install a 2 inch water connection to the existing water main located on the south side of Park Avenue adjacent to GRANTOR'S property with GRANTOR to bear any and all other costs and expenses associated with making said connection.
3. It is further understood and agreed that any installations constructed on said easement shall be and remain the property of the GRANTEE.

4. It is further understood and agreed that GRANTEE shall have the right to unimpeded ingress and egress for the purpose of maintaining and operating any such utility installations constructed on said easement and said GRANTEE shall hold GRANTOR harmless from damage occasioned by the operation or maintenance of said installations within said easement as to any claims, judgments or damages to third parties only.
5. It is further understood and agreed that no buildings, improvements or obstacles shall be placed or permitted to remain on said easement without the consent of GRANTEE.
6. All other provisions of the Perpetual Exclusive Utility Easement as therefore executed by the parties on May 14, 2024, and recorded in the Office of the Hancock County Recorder as Instrument No. 20240859, not modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, GRANTOR has executed this Amended Perpetual Exclusive Utility Easement this _____ day of December 2024.

Signature: _____

Hancock County 4-H Club Agricultural Association, Inc.

By: Holly Plank, President

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, a Notary Public in and for said County and State, personally appeared Holly Plank who acknowledged the execution of the foregoing Amended Perpetual Exclusive Utility Easement and who, having been duly sworn, stated that any representations therein contained are true.

My Commission Expires: _____

_____, Notary Public
Residing in _____ County, IN

GRANTEE has caused this instrument to be executed in its corporate capacity by its duly qualified Board of Public Works and Safety of the City of Greenfield and as such is empowered to accept the above and foregoing Amended Perpetual Exclusive Utility Easement.

Guy Titus, Mayor

Larry J. Breese, Member

Brent Robertson, Member

Katherine N. Locke, Member

Glenna Shelby, Member

ATTEST:

Lori Elmore, Clerk-Treasurer

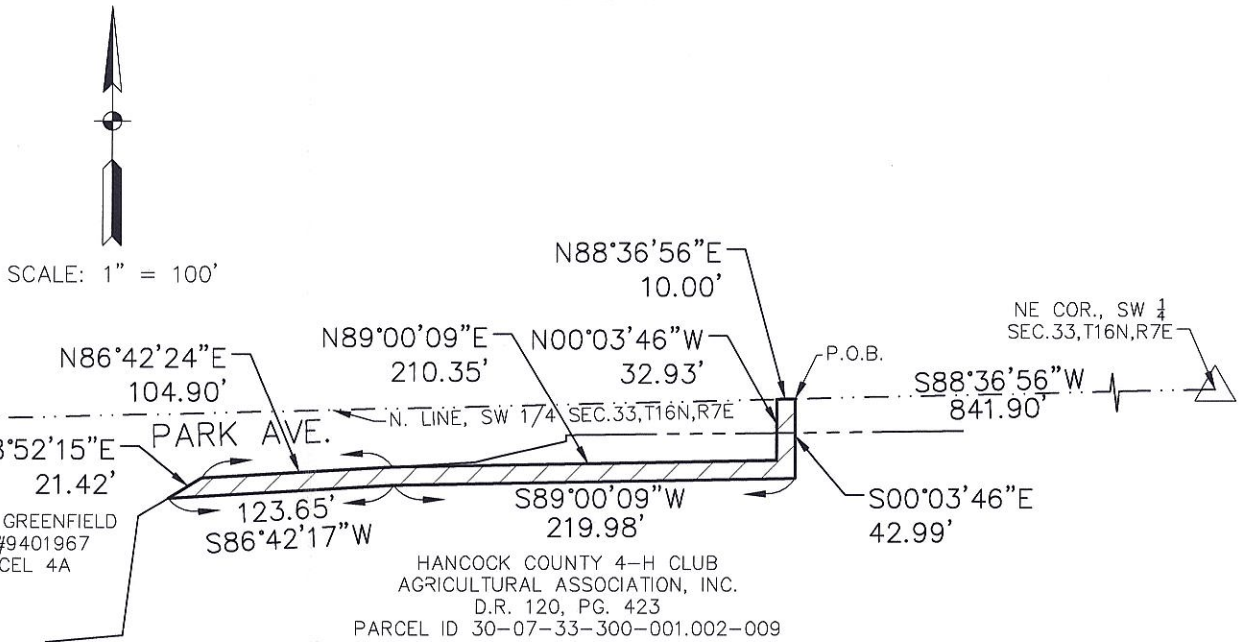
SEND TAX BILLS TO: City of Greenfield, P.O. Box 456, Greenfield, IN 46140

RETURN EASEMENT TO: City of Greenfield, P.O. Box 456, Greenfield, IN 46140

This instrument was prepared by: Gregg H. Morelock, BRAND & MORELOCK, 6 W. South St., Greenfield, IN 46140

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. Gregg H. Morelock

EXHIBIT



Sanitary Sewer Easement

A part of the southwest Quarter of Section 33, Township 16 North, Range 7 East, Hancock County, Indiana, (bearings and distances based upon the Indiana State Plane East) and being more particularly described as follows:

Commencing at the northeast corner of said southwest quarter; thence South 88 degrees 36 minutes 56 seconds West 841.90 feet along the North line of said southwest quarter to the POINT OF BEGINNING of this description; thence South 00 degrees 03 minutes 46 seconds East 42.99 feet; thence South 89 degrees 00 minutes 09 seconds West 219.98 feet; thence South 86 degrees 42 minutes 17 seconds West 123.65 feet to the southeastern boundary line of a tract of land granted to The City of Greenfield described in Instrument 9401967 in the Office of the Recorder of Hancock County, Indiana; the next two (2) courses are along said southeastern boundary lines; (1) thence North 58 degrees 52 minutes 15 seconds East 21.42 feet; (2) thence North 86 degrees 42 minutes 24 seconds East 104.90 feet; thence North 89 degrees 00 minutes 09 seconds East 210.35 feet; thence North 00 degrees 03 minutes 46 seconds West 32.93 feet to the North line of said southwest quarter; thence North 88 degrees 36 minutes 56 seconds East 10.00 feet along said north line to the Point of Beginning, containing 0.084 acres more or less.



This description was prepared by John N. Hood, Indiana Registered Land Surveyor, License Number 20200017, on the 14th day of November, 2024.

**CITY OF
GREENFIELD**



SANITARY SEWER EASEMENT

EAST PARK AVE.
GREENFIELD, INDIANA

Scale:	1" = 100'
Drawn By:	JNH
Checked By:	JNH
Date:	11/14/2024
Job No.:	2021.02592

**SHEET
TITLE**

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