

**GRANT OF NONEXCLUSIVE PERMANENT DRAINAGE
AND UTILITY EASEMENT**

THIS INDENTURE WITNESS, that the Greenfield Board of Public Works and Safety of Greenfield, Hancock County, Indiana, hereinafter referred to as "Grantor", in consideration of One Dollar (\$1.00) and other valuable consideration, hereby grants to the City of Greenfield, Indiana, and all of its municipal utilities, including, but not limited to, the Greenfield Water Utility, Greenfield Wastewater Utility, Greenfield Storm Water Utility, Greenfield Power & Light and infrastructure associated therewith, and NineStar Connect, all of whom are hereinafter referred to as "Grantees", a nonexclusive permanent drainage and utility easement for the purposes of constructing, reconstructing, operating, patrolling, maintaining, repairing, replacing, relocating, adding to, modifying, and/or removing electric and communication lines, water, wastewater, and stormwater appurtenances, including, but not limited to, all necessary supporting structures and all other appurtenant apparatus and equipment utilized in association with the transmission and distribution of electrical energy, fiber-optic communications, and water, as well as for the collection and treatment of wastewater and stormwater and for technological purposes related to the operation of existing and/or future facilities located within the Easement (collectively, "Facilities").

Grantor is the owner of that certain property described in Section 5, Township 15 North, Range 7 East, Center Township, Hancock County, State of Indiana; being a part of a tract as recorded in Instrument Number 840004239 in the Office of the Recorder of Hancock County, Indiana ("Property").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land twenty-five feet (25') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantees' enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit A, attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantees shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantees).

2. Grantees shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions, excluding any existing or future park amenities and landscaping.

3. Grantees shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantees, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities, excluding any existing or future park amenities and landscaping.

4. Grantees shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.

5. Grantees shall have the right to relocate the Facilities within Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.

6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantees.

7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantees shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantees. Such repairs shall be to a condition which is as close as possible to the condition prior to the damage and shall only be to the extent such damage was caused by Grantees or its contractors or employees.

8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantees in substantial compliance with Exhibit A.

The terms Grantor and Grantees shall include the respective heirs, successors, and assigns of Grantor and Grantees. The failure of Grantees to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantees, their successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantees this perpetual Easement, and that Grantees shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has hereunto set their hand and seal this ____ day of _____, 2025.

CITY OF GREENFIELD, INDIANA
BOARD OF PUBLIC WORKS AND
SAFETY

Mayor Guy Titus

Brent Robertson

Katherine Locke

Glenna Shelby

Larry Breese

Attest: _____
Lori Elmore, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, the undersigned, a Notary Public in and for said County and State, this ____

day of _____, 2025, personally appeared the within named Greenfield Board of Public Works and Safety and acknowledged the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

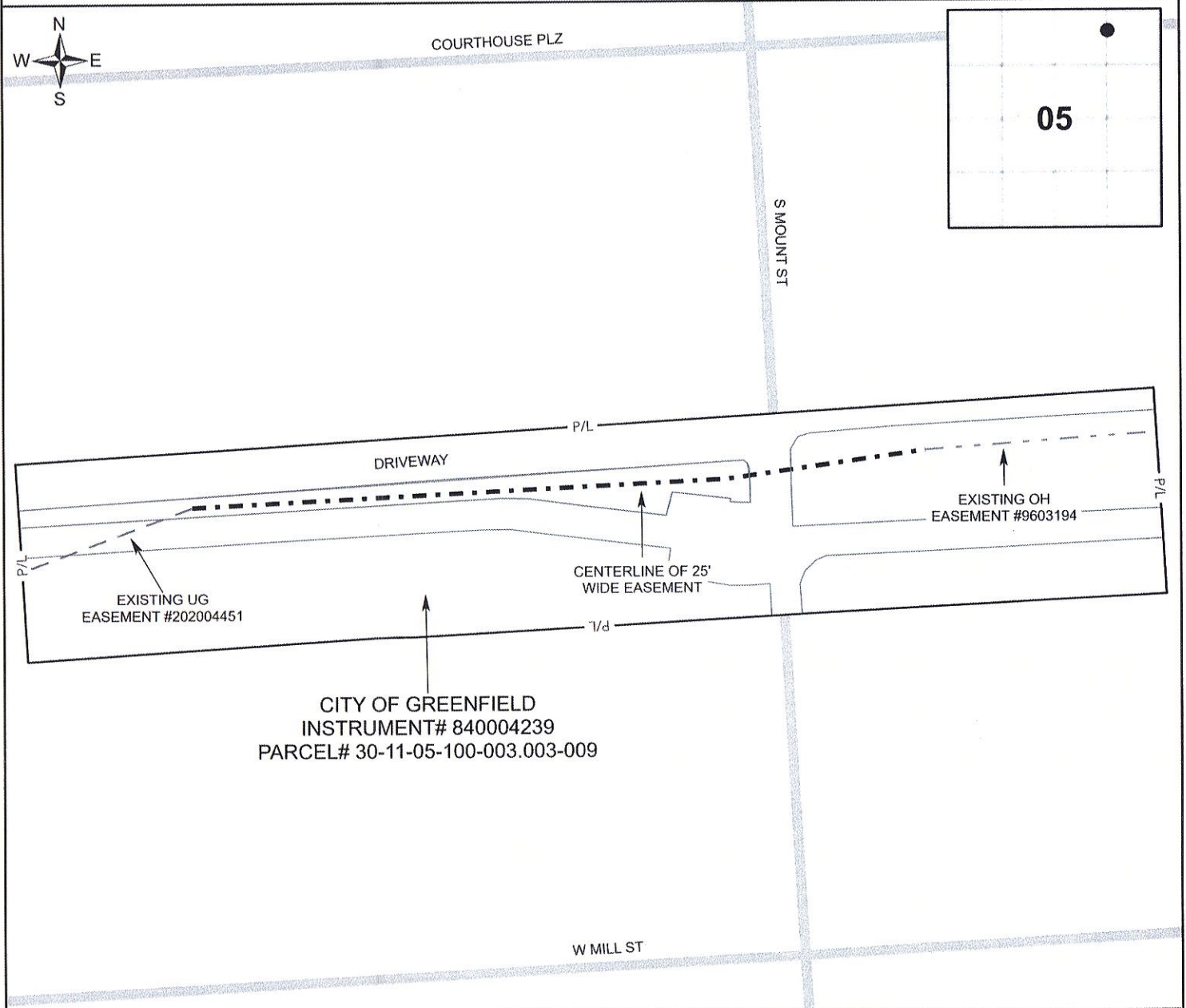
_____, Notary Public
Residing in _____ County, IN

This instrument was prepared by Gregg H. Morelock, Attorney at Law, 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, Attorney at Law.

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

HANCOCK COUNTY, INDIANA

SITE NAME: CENTER TOWNSHIP, SECTION 5, TOWNSHIP 15N, RANGE 7E



DR. ORC	EXHIBIT MAP OF: EASEMENT **Centerline of 25' Wide Easement** 07/2025	
CK. ORC	EXHIBIT MAP FOR: CITY OF GREENFIELD	
DATE: 6/17/2025	LOCATION: S PENNSYLVANIA ST, GREENFIELD, IN	WO# 58314632-20

Prepared by: Duke Energy Indiana, LLC
Return to: Duke Energy Indiana, LLC
Attn: Megan Miller
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Parcel # 30-11-05-100-003.003-009

EASEMENT

State of Indiana
County of Hancock

THIS EASEMENT ("Easement") is made this ____ day of _____, 20____, from **CITY OF GREENFIELD**, by and through its Board of Public Works and Safety ("**Grantor**", whether one or more), to **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in Section 5, Township 15 North, Range 7 East, Center Township, Hancock County, State of Indiana; being a part of a tract as recorded in **Instrument Number 840004239**, in the Office of the Recorder of Hancock County, Indiana ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. [Intentionally omitted.]
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

CITY OF GREENFIELD,
by and through its Board of Public Works and Safety

Signed Name

Printed Name

Title

STATE OF _____)
COUNTY OF _____) ss:
_____)

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 20____ by _____, as _____ of CITY OF GREENFIELD, by and through its Board of Public Works and Safety, organized under the laws of Indiana.

WITNESS my hand and official seal dated _____, 20____.

SEAL:

Signed: _____

Printed or Typed Name: _____

Commission expires: _____

My County of Residence: _____

My Commission Number: _____

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

CITY OF GREENFIELD,

by and through its Board of Public Works and Safety

Signed Name

Printed Name _____

Title

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) ss:
COUNTY OF _____)

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Signed: _____

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Commission expires: _____

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CITY OF GREENFIELD,
by and through its Board of Public Works and Safety

Signed Name

Printed Name

Title

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COUNTY OF _____) ss:

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CITY OF GREENFIELD,
by and through its Board of Public Works and Safety

Signed Name

Printed Name _____

Title

STATE OF _____)
) ss:
COUNTY OF _____)

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CITY OF GREENFIELD,
by and through its Board of Public Works and Safety

Signed Name

Printed Name

Title

STATE OF _____)
COUNTY OF _____) ss:

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Signed: _____

Printed or Typed Name: _____

Commission expires: _____

My County of Residence: _____

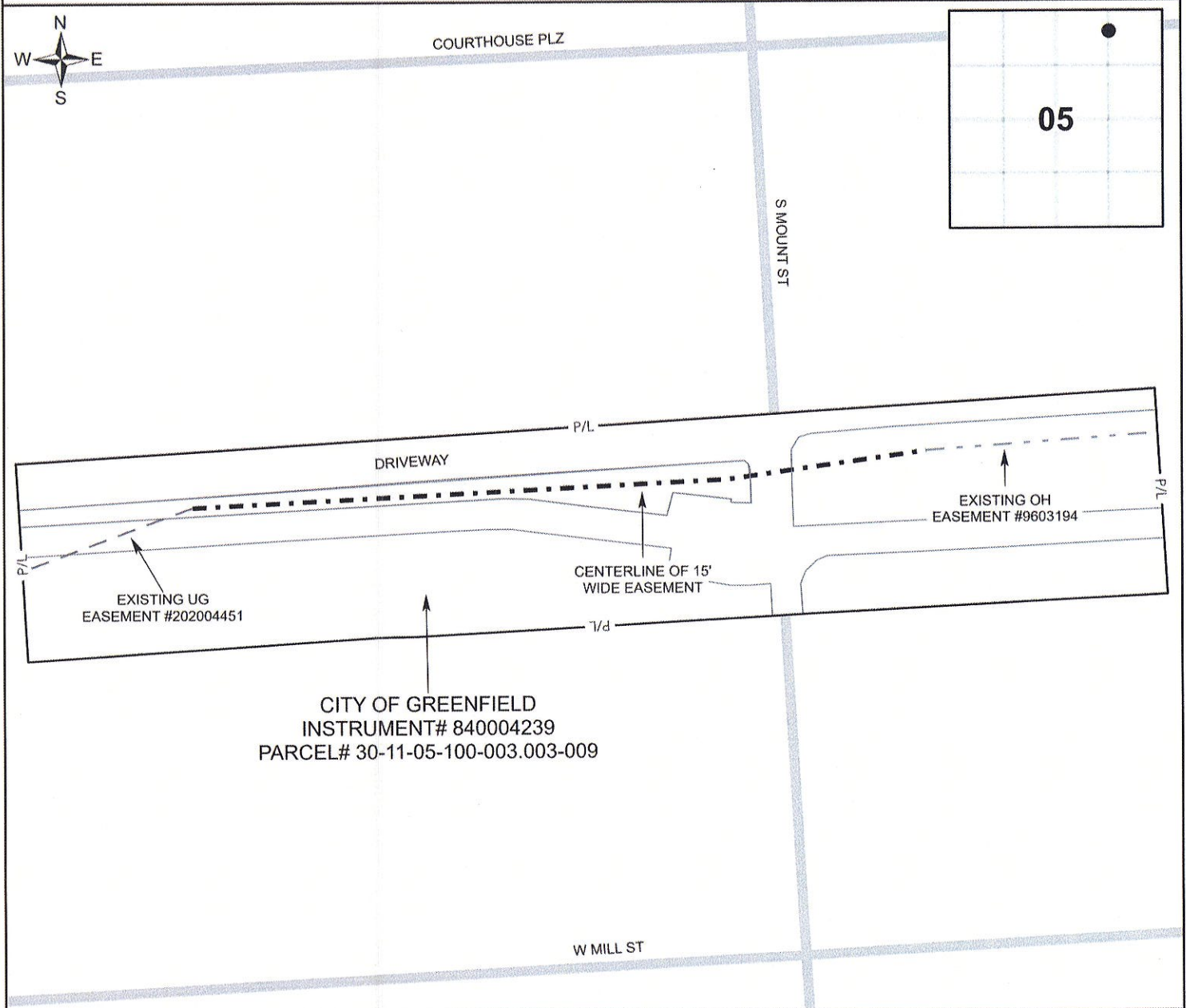
My Commission Number: _____

This instrument prepared by Victoria Parker, Attorney-at-Law, 1000 E. Main St, Plainfield, IN 46168.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Kahi'Au Quartero

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HANCOCK COUNTY, INDIANA

SITE NAME: CENTER TOWNSHIP, SECTION 5, TOWNSHIP 15N, RANGE 7E



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CK. ORC	EXHIBIT MAP FOR: CITY OF GREENFIELD	
DATE: 6/17/2025	LOCATION: S PENNSYLVANIA ST, GREENFIELD, IN	WO# 58314632-20