



26 August 2025

Mayor Guy Titus
Board of Works and Public Safety
10 South State St.
Greenfield, IN 46140

Re: Cook's Corner Ninestar Encroachment Agreement

Mayor and Board Members,

Cook's Corner, as a new subdivision located at the Southwest corner of the McKenzie (W 100 N) and Windswept Road, is to be served by Ninestar Connect for the subdivision's power needs. Ninestar has identified the best route to install underground facilities in such a location that will promote the construction of the subdivision. To install these power lines, Ninestar has requested an encroachment into our Water Line Easement that exists on the west side of Windswept Road that spans a width of 20' from W 100 N to approximately the North property line of Woodfield Pointe subdivision.

After review and a good collaborative discussion with Ninestar's Engineering Team, we feel that our concerns have been properly addressed, and this encroachment is in the best interests of the Utility and the City of Greenfield. This easement has been reviewed by the City Attorney and found this document to be in order. I would recommend the Board of Public Works and Safety accept this easement encroachment agreement as presented today.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Charles Gill".

Charles Gill
Manager
Water Utility

cc: Jane Webb, Utility Coordinator
Lori Elmore, Clerk-Treasurer
Gregg Morelock, City Attorney
George Plisinki, Vice President of Engineering NineStar Connect

Cross Reference: Instrument No.: 130007458; 130009172

Encroachment Agreement

THIS INDENTURE, WITNESSETH that for valuable consideration inuring to the benefit of both parties named herein, the receipt of which is hereby acknowledged, the **City of Greenfield, Indiana** (hereinafter called the "Grantor") hereby consents to allow **Hancock Rural Telephone Corporation d/b/a NineStar Connect**, along with its successors, transferees and assigns, (hereinafter called the "Grantee") to encroach within the Easement a total of 5 feet from the west edge of said easement for purposes related to the installation, operation, and maintenance of distribution electric and telecommunications service, including, but not limited to, (a) erect, construct, reconstruct, operate, use, repair, maintain, add, renew, remove, inspect, and patrol, at any and all times, supporting structures such as, lines, wires, conduits, fiber optic cables and lines, and other necessary appurtenances and accessories, and all other appurtenant equipment and fixtures not to exceed 7' above existing grade (all of the foregoing being hereinafter called collectively "Grantee's Facilities"), within Grantor's easement as set forth in Instrument Nos. 130007458 and 130009172 (jointly, the "Easement"), as recorded in the Office of the Recorder of Hancock County, Indiana and attached as Exhibit A and B hereto and made a part hereof, with the location of said Easement being more particularly described and depicted on an Exhibit C attached hereto and made a part hereof.

Grantor further grants to Grantee, its successor, transferees, assigns and agents, the right, 24 hours a day, 7 days a week, to ingress and egress to and from the above-described Easement by such route or routes as shall cause the least damage and inconvenience to Grantor. Grantor acknowledges that any of Grantee's Facilities and/or personal property that Grantee places on or affixes to the Easement or uses in connection therewith shall be and remain the property of Grantee at all times and may be removed by Grantee at any time. Grantee's encroachment shall not restrict or impair Grantor's use of the Easement nor damage the integrity of any facilities installed in the Easement by Grantor.

Grantor further grants to Grantee the right from time to time to cut down, trim, control, or eliminate, by chemical or other means any and all trees, overhanging branches, brush and vegetation now or hereafter on the above-described Easement and shall have the further right from time to time to remove any obstructions from the Easement that now or hereafter in the opinion of Grantee may endanger the safety or reliability of Grantee's Facilities, or may otherwise interfere with Grantee's use or enjoyment of the Easement.

The parties acknowledged that all rights of Grantee shall be limited to the rights of Grantor under the original Easement documents. Grantor reserves the right to use the Easement for any and all purposes not inconsistent with this grant of easement and right-of-way; provided, however, that Grantor shall not cause or permit any obstruction of the use of such Easement and right-of-way for the purposes stated herein or erect or maintain any improvements or structures upon the Easement.

Following the completion of construction of Grantee's Facilities, Grantee shall remediate the area disturbed by construction as best as practicable to its original preconstruction condition in accordance with all applicable permits, laws and regulations. Reclamation and cleanup along the easement area shall be accomplished in a timely manner, as conditions permits all at no cost to Grantor. Grantee shall use its best efforts to minimize disruption to Grantor's operations or business during the construction and/or maintenance of the Grantee's Facilities.

This Encroach Agreement shall be binding on Grantor's and Grantee's respective successors, assigns, transferees, agents, employees, contractors, representatives, heirs, lessees, and licensees. Grantor hereby consents and agrees that this Encroach Agreement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of the Grantor. This Indenture contains all the terms and conditions of this Encroach Agreement, expressed or implied, between the parties hereto and supersedes all prior discussions or agreement with respect to this Encroach Agreement. Any dispute related to this Encroach Agreement shall be heard in a court of competent jurisdiction located in Hancock County, Indiana.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this easement to be executed this _____ day of _____, 2025.

[signature pages to follow]

GRANTOR:

City of Greenfield, Indiana
Board of Public Works & Safety

Guy Titus, Mayor

Brent Robertson

Larry Breese

Glenna Shelby

Katherine Locke

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, a Notary Public in and for said County and State, personally appeared Guy Titus, Brent Robertson, Larry Breese, Glenna Shelby, and Katherine Locke who acknowledged execution of the foregoing Encroachment Agreement for and on behalf of said GRANTOR, and being duly sworn, stated that the representations therein contained are true.

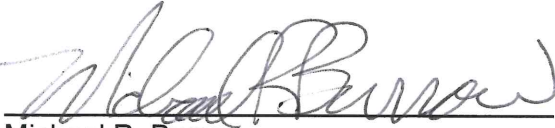
Witness my hand and Notary Seal this _____ day of _____, 2025.

My Commission Expires: _____

_____, Notary Public
County of Residence: _____

GRANTEE:

Hancock Rural Telephone Corp.
d/b/a NineStar Connect



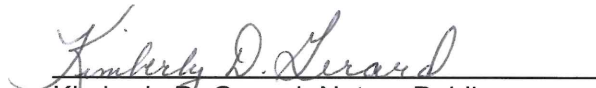
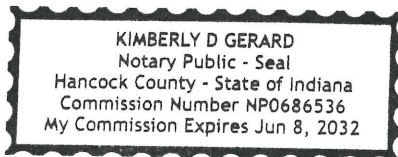
Michael R. Burrow
President & CEO

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, a Notary Public in and for said County and State, personally appeared Michael R. Burrow on behalf of Hancock Rural Telephone Corporation d/b/a NineStar Connect who acknowledged execution of the foregoing Encroachment Agreement for and on behalf of said GRANTEE, and being duly sworn, stated that the representations therein contained are true.

Witness my hand and Notary Seal this 19th day of August, 2025.

My Commission Expires: 06/08/2032



Kimberly D. Gerard, Notary Public
County of Residence: Hancock

This instrument prepared by Michael R. Burrow, Hancock Rural Telephone Corporation d/b/a NineStar Connect, 2243 E. Main Street, 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: Michael R. Burrow

④ 18
K

EXHIBIT A

130007458 EASE \$18.00
06/26/2013 10:22:15A 4 PGS
Debra Carnes
Hancock County Recorder IN
Recorded as Presented


WATER LINE EASEMENT

FINAL DECREE: 5/24/82
Cause # CE 81-19

KNOW ALL MEN BY THESE PRESENTS That Geneva Fralich Whitman, hereinafter called "GRANTOR", for and in consideration of (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Greenfield, Indiana, hereinafter called "GRANTEE", an easement to lay, construct, maintain, and operate a water line, 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:

A strip of land Twenty (20) feet in width in a part of the West Half of the Northwest Quarter of Section 36, Township 16 North, Range 6 East in Center Township, Hancock County, Indiana, being a part of a tract of land described in Cause Number CE81-19 in the Office of the Recorder of Hancock County, said easement lying Ten (10) feet on each side of the described centerline being more specifically described in the attached Exhibit A, and containing 0.289 acres and 0.877 acres, more or less.

It is understood and agreed that any such installations constructed on said easement shall be and remain the property of GRANTEE.

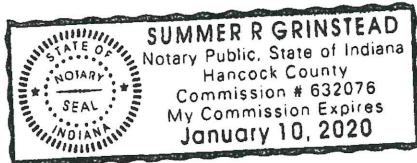
It is further understood and agreed that GRANTEE shall have the right of egress and ingress for the purpose of maintaining and operating any such installations constructed within said easement and GRANTEE shall save GRANTOR harmless from damage occasioned by the operation or maintenance of said installations within said easement.

It is further understood and agreed that no buildings or construction, except a driveway or sidewalk shall be placed or be permitted to remain on said easement without the consent of GRANTEE. GRANTOR states that she is the owner of the above described premises. The provisions hereof shall be binding upon the respective successors, assigns, and legal

2076

representatives of the parties hereto.

IN WITNESS WHEREOF, GRANTOR has caused this easement to be executed this 9 day of May, 2013.



Geneva Fralich Whitman
Geneva Fralich Whitman

STATE OF INDIANA)
COUNTY OF HANCOCK)

Before me a Notary Public in and for said County and State, personally appeared Geneva Fralich Whitman, who acknowledged 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 Notary Seal this 9 day of May, 2013.

My Commission Expires:

1/10/20

Summer R Grinstead
Printed Summer Grinstead
Notary Public, Residing in
Hancock County, Indiana

Approved by the Greenfield Board of Public Works and Safety at a meeting held on the 14 day of May, 2013.

Richard J. Pasco
Richard J. Pasco, Mayor
City of Greenfield

ATTEST:

Larry J. Breese
Larry J. Breese, Greenfield
Clerk-Treasurer

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

This instrument prepared by: C. Thomas Billings, #2744-30,
WILLIAMS, CONE & BILLINGS, 222 North State St., P.O. Box #8,
Greenfield, Indiana, 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. C. Thomas Billings



Assumed North
Scale: 1" = 100'

Land Description - Water Line Easement

A strip of land Twenty (20) feet in width in a part of the West Half of the Northwest Quarter of Section 36, Township 16 North, Range 6 East in Center Township, Hancock County, Indiana, being a part of a tract of land described in Cause Number CE 81-19, in the Office of the Recorder of Hancock County, Indiana, lying Ten (10) feet on each side of the following described centerline:

Commencing at the Northeast corner of said Northwest Quarter; thence South 89 degrees 02 minutes 53 seconds West along the North line thereof a distance of 1328.67 feet to the Northeast corner of West Half of said Northwest Quarter; thence South 00 degrees 48 minutes 02 seconds East along the East line thereof a distance of 38.00 feet to the **Point of Beginning** of this description; thence South 89 degrees 02 minutes 53 seconds West a distance of 30.14 feet; thence South 00 degrees 35 minutes 38 seconds East a distance of 598.63 feet to **POINT "A"** on the North line of a tract of land described in Instrument Number 99-15453, said point also being the **Point of Terminus**. Containing 0.289 acres, more or less.

ALSO:

Commencing at **POINT "A"** as described above; thence South 00 degrees 35 minutes 38 seconds East a distance of 115.00 feet to the South line of said tract described in Instrument Number 99-15453, said point also being the **Point of Beginning** of this description; thence South 00 degrees 35 minutes 38 seconds East a distance of 1909.69 feet to the South line of said tract of land as described in Cause Number CE 18-19, said point also being the **Point of Terminus**. Containing 0.877 acres, more or less.

Containing 1.166 acres total, more or less.

Note: This land description was prepared based upon record deed information, current title search, prior surveys in the subject quarter section and plans for the proposed water main extension prepared by American Structurepoint.



Stephen M. Cooper
Stephen M. Cooper
Registered Indiana Land Surveyor #S0557

SW COR, NW 1/4
S36-T16N-R6E

SOUTH LINE OF NW 1/4 P.O.T.

"GENEVA FRALICH (WHITMAN)"
CAUSE #CE 81-19

P.O.B.

NORTH LINE
"JAY BEDELL"
INSTR. #99-15453
SOUTH LINE

P.O.T.
POINT "A"

"GENEVA FRALICH (WHITMAN)"
CAUSE #CE 81-19

S 00°35'38" E 598.63'

S 00°35'38" E 115.00'

S 00°35'38" E 1909.69'

S 89°25'00" W 39.60'

S 89°25'00" W 1331.95'

EAST LINE OF W 1/2 OF NW 1/4

S 00°48'02" E 2661.54'

WINDSWEEP ROAD

SE COR, W 1/2 NW 1/4
S36-T16N-R6E

CENTERLINE OF 20'
WATER MAIN EASEMENT

NORTH LINE OF NW 1/4
NW COR, NW 1/4
S36-T16N-R6E
NE COR, W 1/2, NW 1/4
S36-T16N-R6E
S 89°02'53" W 2657.33'
1328.66'
S 89°02'53" W 30.14'
S 89°02'53" W 1328.67'
S 00°48'02" E 38.00'
NE COR, NW 1/4
S36-T16N-R6E
P.O.C.

PROPOSED WATER MAIN EASEMENT		JOB #: 2012-081_04_B
Owner: "GENEVA FRALICH (WHITMAN)"	FILE #: 2012-081_04.DWG	
Prepared For: CITY OF GREENFIELD	REV #1 - DATE: 11/7/2012	
Project Location: PART OF W 1/2 OF S 36, T16N, R06E CENTER TOWNSHIP HANCOCK COUNTY, INDIANA	APPROVED BY: SMC	
	DRAWN BY: MTL	

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coor.
consulting & land services
corporation

303 WEST MAIN STREET, KNIGHTSTOWN, INDIANA 46148
(888) 593-2667 (765) 345-5943 FAX: (765) 345-5692

EXHIBIT A

EXHIBIT B

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS That Jay T. Bedell, hereinafter called "GRANTOR", for and in consideration of (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Greenfield, Indiana, hereinafter called "GRANTEE", an easement to lay, construct, maintain, and operate a water line, 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:

A strip of land Twenty (20) feet in width in a part of the Northwest Quarter of Section 36, Township 16 North, Range 6 East in Center Township, Hancock County, Indiana, being a part of a 0.53 acre tract of land described in Instrument Number 9915453 in the Office of the Recorder of Hancock County, said easement being more specifically described in the attached Exhibit A, and containing 2,300 square feet, more or less.

It is understood and agreed that any such installations constructed on said easement shall be and remain the property of GRANTEE.

It is further understood and agreed that GRANTEE shall have the right of egress and ingress for the purpose of maintaining and operating any such installations constructed within said easement and GRANTEE shall save GRANTOR harmless from damage occasioned by the operation or maintenance of said installations within said easement.

It is further understood and agreed that no buildings or construction, except a driveway or sidewalk shall be placed or be permitted to remain on said easement without the consent of GRANTEE. GRANTOR states that he is the owner of the above described premises. The provisions hereof shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto.

5/8

IN WITNESS WHEREOF, GRANTOR has caused this easement to be executed this 14 day of May, 2013.


Jay T. Bedell

STATE OF INDIANA)
COUNTY OF HANCOCK)

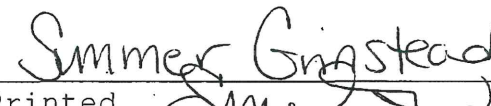


Before me a Notary Public in and for said County and State, personally appeared Jay T. Bedell, who acknowledged execution of the foregoing Water Line Easement, and who, having been duly sworn, stated that the representations therein contained are true.


Witness my hand and Notary Seal this 14 day of May, 2013.

My Commission Expires:

1/10/20


Printed Summer Grinstead,
Notary Public, Residing in
Hancock County, Indiana

Approved by the Greenfield Board of Public Works and Safety at a meeting held on the 28th day of May, 2013.



Richard J. Pasco, Mayor
City of Greenfield

ATTEST:



Larry J. Breese, Greenfield
Clerk-Treasurer

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

This instrument prepared by: C. Thomas Billings, #2744-30,
WILLIAMS, CONE & BILLINGS, 222 North State St., P.O. Box #8,
Greenfield, Indiana, 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. C. Thomas Billings

END OF DOCUMENT



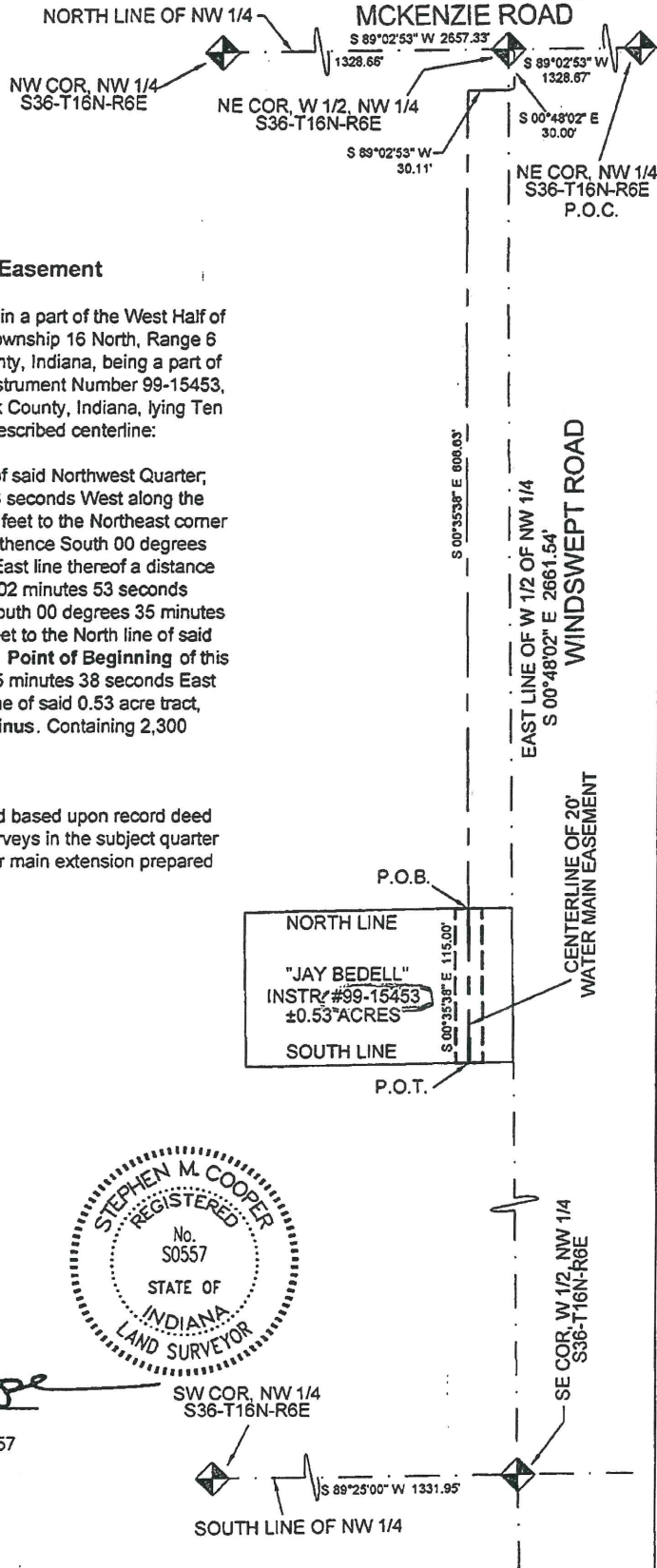
Assumed North
Scale: 1" = 100'

Land Description - Water Line Easement

A strip of land Twenty (20) feet in width in a part of the West Half of the Northwest Quarter of Section 36, Township 16 North, Range 6 East in Center Township, Hancock County, Indiana, being a part of a 0.53 acre tract of land described in Instrument Number 99-15453, in the Office of the Recorder of Hancock County, Indiana, lying Ten (10) feet on each side of the following described centerline:

Commencing at the Northeast corner of said Northwest Quarter, thence South 89 degrees 02 minutes 53 seconds West along the North line thereof a distance of 1328.67 feet to the Northeast corner of West Half of said Northwest Quarter, thence South 00 degrees 48 minutes 02 seconds East along the East line thereof a distance of 30.00 feet; thence South 89 degrees 02 minutes 53 seconds West a distance of 30.11 feet; thence South 00 degrees 35 minutes 38 seconds East a distance of 606.63 feet to the North line of said 0.53 acre tract, said point also being the **Point of Beginning** of this description; thence South 00 degrees 35 minutes 38 seconds East a distance of 115.00 feet to the South line of said 0.53 acre tract, said point also being the **Point of Terminus**. Containing 2,300 square feet, more or less.

Note: This land description was prepared based upon record deed information, current title search, prior surveys in the subject quarter section and plans for the proposed water main extension prepared by American Structurepoint.



Stephen M. Cooper

Stephen M. Cooper
Registered Indiana Land Surveyor #S0557

PROPOSED WATER MAIN EASEMENT		JOB #: 2012-081_04_C	<small>This drawing along with the concepts, ideas, and designs are the exclusive intellectual property of COOR Consulting & Land Services, Corporation. Any use and/or reproduction, in whole or in part, shall not be achieved or performed without the expressed consent of COOR Consulting & Land Services, Corporation.</small>	 coor. consulting & land services corporation <small>303 WEST MAIN STREET, KNIGHTSTOWN, INDIANA 46146 (888) 593-2667 (765) 345-6943 FAX: (765) 345-6632</small>
wner:	"JAY BEDELL"	FILE #: 2012-081_04.DWG		
repared For:	CITY OF GREENFIELD	DATE: 10/30/2012		
roject Location:	PART OF W 1/2 OF S 36, T16N, R06E CENTER TOWNSHIP HANCOCK COUNTY, INDIANA	APPROVED BY: SMC DRAWN BY: MTL		

END OF DOCUMENT

EXHIBIT A

EXHIBIT "C"

MCKENZIE ROAD

S89°02'53"W
1328.67'

S00°48'02"E
38.00'

NE COR, W 1/2, NW 1/4
SEC 36, T16N, R6E

POINT OF COMMENCEMENT
NE COR, NW 1/4
SEC 36, T16N, R6E

S89°02'53"W
30.14'

POINT OF BEGINNING

WATER LINE EASEMENT
INST. #130007458

PARCEL #30-06-36-200-002.000-009
"FRALICH FAMILY IRREVOCABLE TRUST"

20' EASEMENT
±0.544 ACRES



Assumed North



WATER LINE EASEMENT
INST. #130009172

PARCEL #30-06-36-200-006.000-008
"ZACKERY COLE NICHOLAS"
INST. #140002896

POINT "A"

POINT "B"

PARCEL #30-06-36-200-002.000-009
"FRALICH FAMILY IRREVOCABLE TRUST"

WATER LINE EASEMENT
INST. #130007458

POINT OF TERMINUS

S00°35'38"E
441.71'

SE COR, W 1/2, NW 1/4
SEC 36, T16N, R6E

LEGEND



WATER EASEMENT



PROPERTY LINE

Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.



PREPARED BY

coor.

consulting & land services corporation

303 West Main Street
Knightstown, Indiana 46148
765-345-5943

www.coorconsulting.com

GRANTOR

"CITY OF GREENFEILD"
INST. #130007458 &
INST. #130009172

A PART OF THE
NORTHWEST QUARTER
SEC 36 - T 16 N - R 06 E
CENTER TOWNSHIP
HANCOCK COUNTY, INDIANA

COOR JOB #:

2024-064

NINESTAR JOB #:

DATE
07/31/2025

SCALE
1" = 50'

EXHIBIT
PREPARED FOR:



PG 1 OF 2

© 2025

EXHIBIT "C"

Easement Description

Part of Instrument Number 130007458 and Instrument Number 130009172

A strip of land Twenty (20) feet in width in a part of the West Half of the Northwest Quarter of Section 36, Township 16 North, Range 6 East in Center Township, Hancock County, Indiana, lying Ten (10) feet on each side of the following described centerline:

COMMENCING at the Northeast corner of said Northwest Quarter; thence South 89 degrees 02 minutes 53 seconds West (assumed bearing) along the North line thereof a distance of 1328.67 feet to the Northeast corner of West Half of said Northwest Quarter; thence South 00 degrees 48 minutes 02 seconds East along the East line thereof a distance of 38.00 feet to the POINT OF BEGINNING of this description; thence South 89 degrees 02 minutes 53 seconds West a distance of 30.14 feet; thence South 00 degrees 35 minutes 38 seconds East a distance of 598.63 feet to POINT "A" on the North line of a tract of land described in Instrument Number 140002896; thence South 00 degrees 35 minutes 38 seconds East a distance of 115.00 feet to the South line of said tract to POINT "B"; thence South 00 degrees 35 minutes 38 seconds East a distance of 441.71 feet to the POINT OF TERMINUS, containing 0.544 acres, more or less.

Note: This easement description was prepared based upon record deed information, current title search, prior surveys and easements in the subject quarter section and plans for a water main extension prepared by American Structurepoint.



Christopher M. Cooper
Professional Surveyor #21800010
July 31, 2025
E-Mail: ccooper@coorconsulting.com



303 West Main Street
Knightstown, Indiana 46148
765-345-5943
www.coorconsulting.com

GRANTOR
"CITY OF GREENFEILD"
INST. #130007458 &
INST. #130009172

A PART OF THE
NORTHWEST QUARTER
SEC 36 - T 16 N - R 06 E
CENTER TOWNSHIP
HANCOCK COUNTY, INDIANA

COOR JOB #:
2024-064
NINESTAR JOB #:

DATE
07/31/2025
SCALE
N/A

**EXHIBIT
PREPARED FOR:**



PG 2 OF 2

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