**PERPETUAL EXCLUSIVE UTILITY EASEMENT**

THIS INDENTURE WITNESSETH that the Hancock County 4-H Club Agricultural Association, Inc., hereinafter referred to as “GRANTOR”, for valuable consideration in the amount of Seven Thousand Dollars ($7,000.00), hereby grants and conveys to the City of Greenfield, of Hancock County, Indiana, hereinafter referred to as “GRANTEE”, a perpetual exclusive easement together with all devices and appurtenances necessary for the proper construction or operation of its utilities, across and under the surface of the following described real estate located in Hancock County, State of Indiana, to wit:

Described on Exhibit A and depicted on Exhibit B

as well as described and depicted on Exhibit C

Containing in total 0.447 acres, more or less.

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

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 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.

It is further understood and agreed that no buildings, improvements or obstacles shall be placed or be permitted to remain on said easement without the consent of GRANTEE, with the exception that Grantee consents to Grantor’s use and maintenance of the existing parking lot over the sewer line portion of the easement, to be used for parking for Grantor’s events.

GRANTOR states that it is the owner of the above-described premises. This Perpetual Exclusive Sewer Agreement shall be subject to the following terms and conditions:

1. Work on this project will not commence until August 1, 2024 or later.

2. At all times during the construction, the western gate access to the Grantor’s parking area shall remain open and accessible.

3. That portion of the easement which must be open cut for the installation of the sewer main will be continually worked on from day to day from beginning to completion weather permitting.

4. That portion of the easement into which the sewer main is to be installed will be compacted in layers so as to minimize settling of the earth above the sewer main.

5. Upon completion of the installation of the sewer main, Grantee’s contractor and/or the Grantee shall take all steps necessary to ensure that the open cut area remains properly compacted and suitable for vehicular traffic, horses and ponies, as well as pedestrians to cross.

6. Grantee shall construct the project in such a fashion so that by March 2025, the area in which the sewer main is located will be available for weekly horse practices.

7. Grantee’s contractor shall follow all state and local laws and ordinances with regard to the installation and maintenance of traffic barriers when work is being conducted along Park Avenue, both for the lift station as well as force main construction.

8. There will not be any work conducted on the project during the week of Riley Days.

9. Grantee shall inform Grantor in advance of the date(s) when the boring process under Park Avenue shall take place.

10. Grantee will consult and coordinate with Grantor regarding fencing and roof colors for the lift station and its enclosure.

11. Grantee will ensure that within Grantee’s contract with its contractor, there shall be stated an intermediate completion date, substantial completion date and final completion date with said dates being transmitted to the Grantor.

12. Grantee commits that its contractor will be required to submit a three-year maintenance bond upon acceptance of the infrastructure improvements which will provide for maintenance of the open cut area that is a portion of the subject easement and that thereafter, maintenance of said area will be performed by Grantee as needed.

13. Grantee, through the Greenfield Water Utility, will replace the currently existing three-quarter inch water line from the water main bordering Park Avenue by providing a two (2) inch tap for a two (2) inch gate valve to act as the City-owned control valve, installation of a two (2) inch line from the gate valve to Grantor’s property line, a distance of twenty (20) feet from the water main at no cost to the Grantor. In addition, the Greenfield Water Utility will provide at no cost to Grantor a two (2) inch water meter which shall be installed by Grantor at Grantor’s expense in accordance with the installation procedures and requirements of the Greenfield Water Utility. The Grantor will then be responsible for building the portion of the two (2) inch water line from the meter to its desired point of termination. In addition, Grantor will be required to purchase and install a two (2) inch backflow prevention device along the with the installation of a meter structure that will be properly heated to protect the two (2) inch meter setting and the two (2) inch backflow prevention device. Any further extensions of the two (2) inch water line on the Grantor’s property will be at the Grantor’s expense.

14. Grantee will install a manhole on the south side of Park Avenue, directly across the street from the proposed lift station, and a manhole on the north side of Park Avenue, as shown on the conceptual plans provided by the Grantee, for a total of two manholes, into which Grantor may have access for a future sewer connection subject to the then prevailing fees and costs.

The provisions hereof shall be binding upon the successors, assigns, and legal representatives of the parties hereto.

IN WITNESS WHEREOF, GRANTOR has executed this easement this \_\_\_day of May, 2024.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hancock County 4-H Club Agricultural

Association, Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF INDIANA )

) SS:

COUNTY OF HANCOCK )

Before me, a Notary Public in and for said County and State, personally appeared Michael Elsbury, President of the Hancock County 4-H Club Agricultural Association, Inc. who acknowledged the execution of the foregoing Perpetual Exclusive Utility Easement and who, having been duly sworn, stated that any representations therein contained are true.

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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 Perpetual Exclusive Utility Easement.

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Guy Titus, Mayor

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Larry J. Breese, Member Brent Robertson, Member

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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 prepared by: Gregg H. Morelock, BRAND & MORELOCK, 6 W. South St., 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. Gregg H. Morelock