**PERPETUAL EXCLUSIVE UTILITY EASEMENT**

THIS INDENTURE WITNESSETH that Karen L. Bullington, hereinafter referred to as “GRANTOR”, for valuable consideration, 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:

See Exhibit A

Containing in total 0.118 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.

GRANTOR states that she is the owner of the above-described premises.

This Perpetual Exclusive Utility Agreement shall be subject to the following terms and conditions:

1. Install a temporary orange snow fence on either side of the easement described herein so as to clearly demark its boundaries. Said fence will be removed once completion of the Waterview Lift Station and Infrastructure Project (“the Project”) is completed and surface of the easement shall be returned to its preconstruction state as nearly as possible.

2. Install no less than four (4) trees on GRANTOR’S property on either side of the existing creek at the completion of the Project to screen GRANTOR'S property from the parcel immediately to its south.

3. Take all steps necessary to vacate segments of existing BL and UE easements existing on Parcel No. 30-07-33-201-044.001-009 and 30-07-33-201-043.000-009.

4. Install at no expense to GRANTOR a “Turn Ahead” sign on Waterview Boulevard near its intersection with Creek Wood drive north of GRANTOR’S property according to GRANTEE’S specifications.

5. Ensure, to the extent possible, that the GRANTEE’S contractors will not encroach on GRANTOR’S property outside of the subject easement.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025.

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

Karen L. Bullington

STATE OF INDIANA )

) SS:

COUNTY OF HANCOCK )

Before me, a Notary Public in and for said County and State, personally appeared Karen L. Bullington, 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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