



**Greenfield Engineering & Planning**

10 South State Street  
Greenfield, IN 46140  
Phone: (317) 477-4320  
Fax: (317) 477-4321

November 25, 2025

Board of Public Works and Safety  
10 S. State Street  
Greenfield, IN 46140

Re: Pond and Drainage Easement  
The Villas at Hawks Tail development

Dear Members,

The final approval for the referenced project is contingent on approval from all Departments, including engineering and stormwater. Chapter Six, Section C. 8. of the Greenfield Stormwater Technical Standards Manual includes the following requirements:

*The emergency overflow routing from the emergency overflow facility to an adequate receiving system must be positive (by gravity) and sized to handle the design flow of the emergency overflow facility as provided above (1.25 times the peak discharge and peak flow velocity resulting from the 100-year design storm event from the entire contributing watershed). The noted emergency overflow path must be shown on the construction plans and on the plat, and a minimum width of 30 feet along the centerline of the flow path contained in permanent drainage easement. Such easement is necessary to ensure adequate maintenance access and no obstructions (including fences, landscape regarding, etc.) shall be allowed. The Lowest Adjacent Grade (including walkout basement floor elevation) for all residential, commercial, or industrial buildings shall be set a minimum of 2 feet above the elevation of the design flow along the path.*

Considering the discharge from the pond goes through a golf course with undulating topography, it is practical to define a 30-foot easement for the discharge pipe but not easily definable for the flow path of for any flows above the design flows. Staff discussed with the Developer how to address the undefinable path through the Hawk's Tail Golf Course as it drains towards the Little Brandywine Creek. The solution was to write the easement that incorporates not only the 30-foot over the pipe but also acknowledges the "wherever it goes" path across the golf course property. The Agreement item 3 requires the subdivision to be responsible for the good repair of the pipe and the golf course owner to know that any flooding or damage caused by overland flows outside of the 30-foot easement is the golf course owner's responsibility to mitigate. The easement is also written to allow a portion of the pond and pond buffer to infringe on the golf course property.

**Recommended motion to approve Pond and Drainage Easement between Hawkstail Golf Course and William Eric Group LLC to satisfy requirements required in the Greenfield Stormwater Technical Standards Manual.**

Glen E. Morrow, PE  
City Engineer

A handwritten signature in blue ink that reads "Glen E. Morrow".

## **POND AND DRAINAGE EASEMENT**

This Pond and Drainage Easement ("**Easement**") is made and entered into this 14<sup>th</sup> day of November, 2025 ("**Effective Date**"), by and between **Hawkstail Golf Course** ("**Grantor**"), and the **William Eric Group, LLC** ("**Grantee**").

### **WITNESSETH**

**WHEREAS**, Grantor owns the burdened real estate located in Hancock County, Indiana, as described in **Exhibit A** (the "**Burdened Property**") and Grantee owns the burdened real estate located in Hancock County, Indiana, as described in **Exhibit B** (the "**Benefitted Property**"); and

**WHEREAS**, Grantor wants to grant to Grantee, and Grantee wishes to obtain from Grantor, an easement benefitting Grantee to construct a pond and connect to a drainage system on the Burdened Property, to provide drainage from Grantee's Property as described and shown in **Exhibit C** (the "**Easement Property**").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set out in this Easement, Grantor and Grantee agree as follows:

### **AGREEMENT**

1. **Incorporation**. The above-stated recitals and all the facts and circumstances alleged therein are incorporated and made a part of this Easement.
2. **Grant of Easement**. Grantor hereby grants, conveys, and warrants to Grantee a non-exclusive perpetual easement through, upon, over, along and across the Easement Property for the Purpose set out below. The dominant tenement and the real estate that benefits from the easement granted herein is the Benefitted Property, and the servient tenement and the real estate that is burdened by easement granted herein is the Burdened Property.
3. **Purpose**. This Easement is granted for the Purpose of providing subsurface paths and courses for the detention, construction, maintenance, and preservation of storm drainage facilities for the Benefitted Property (collectively, the "**Drainage Facilities**"). Grantor also acknowledges that in extreme circumstances, the Drainage Facilities may not have enough capacity to provide a means for all water to drain from the Benefitted Property and there is currently a natural drainage path for water to flow across the Burdened Property into Little Brandywine Creek. Grantor shall not block the natural flow of water across the Burdened Property into Little Brandywine Creek to account for the additional drainage needed in extreme circumstances. Grantor shall hold Grantee and the City of Greenfield, Indiana, harmless from any and all claims, causes of actions suits, damages, liabilities, fines or fees arising out of the acknowledged overflow of water from the Benefitted property into Little Brandywine Creek
4. **Grantor's Rights**. Grantor shall retain all rights to the Burdened Property not granted hereby.

5. Grantee's Rights. Grantee shall have the right to enter along, under, over, and upon the Easement Property to install, repair, maintain, and continue the Drainage Facilities and to make such alterations and improvements to the Drainage Facilities as Grantee deems may be necessary or useful. Notwithstanding anything to the contrary, Grantee shall maintain the pond on the Easement Property. Grantee shall not otherwise enter upon the Burdened Property adjoining said easement.
6. Grantor's Obligations. Grantor shall not impair, impede, or unreasonably interfere with Grantee's exercise of the rights granted in this Easement. Grantor shall not construct (or permit the construction of) any house, structure (excluding fences), or obstruction on, over, or interfering with Grantee's use of the Burdened Property.
7. Use and Maintenance. Grantee and Grantee's Permitted Parties shall enter upon the Easement Property from and after the Effective Date pursuant to this Easement at their own risk and shall cooperate with Grantor and Grantor's agents to avoid any conflicts on or about the Easement Property and/or Burdened Property. Grantee and Grantee's Permitted Parties shall comply with all applicable laws and governmental regulations in exercising its rights under this Easement. Grantee shall indemnify and hold harmless Grantor, and Grantor's agents, employees, members, partners, managers, officers, successors and assigns, from and against any and all claims, actions, suits, damages, costs, liabilities, fines, or fees arising as a result of Grantee's and/or Grantee's Permitted Parties' use of the Easement Property and the exercise of rights under this Easement, including, without limitation, any claim for property damage or personal injury, except to the extent caused by the acknowledged potential stormwater overflows and the, action, inaction, or willful misconduct of Grantor. In the event that Grantee or Grantee's Permitted Parties cause any damage or destruction to the Easement Property or Burdened Property, Grantee shall rebuild, replace, or repair the damages promptly after the event of damage or destruction occurs to substantially the same condition that existed as of the date of the damage. Grantee shall cover all costs to maintain and insure the pond on the Easement Property and Grantee and Grantor shall split the cost to maintain the drains for the Drainage Facilities. All rebuilding, replacement, repair, and maintenance shall be performed in accordance with good and workmanlike standards for similar Drainage Facilities and all applicable laws and governmental regulations, by contractors approved by Grantor at Grantor's sole discretion. Upon written approval from Grantor, which may not be unreasonably withheld, Grantee shall have the right to elect to improve and otherwise maintain and repair the Drainage Facilities as Grantee deems reasonably necessary in Grantee's commercially reasonable discretion to facilitate and promote the purpose and intent of this Easement and to allow Grantee and Grantee's Permitted Parties to exercise their rights with respect thereto; provided that Grantee shall keep all the Burdened Property free and clear of any and all mechanic's and materialmen's liens arising from the exercise of such rights. For the purposes of this Section 7, "Permitted Parties" shall mean Grantee and any affiliates, customers, tenants, subtenants, sub-easement holders, lessees, licensees, invitees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing.
8. Benefits and Burdens. All rights and obligations under this Easement, including the benefits and the burdens, run with the land, and are binding upon, and inure to the benefit of, the heirs,

assigns, licensees, invitees, successors, tenants, employees, and personal representatives of Grantor and Grantee, subject to the limitations and restrictions contained in this Easement.

9. Default. A breach or threatened breach of this Easement would constitute immediate and irreparable harm for which monetary damages alone will not provide an adequate remedy. In the event of a breach or threatened breach of any provision of this Easement, the nonbreaching party shall be entitled to: (a) a temporary restraining order, temporary injunction, permanent injunction, or any other equitable relief without the need for a bond of any kind; (b) recovery of all attorneys' fees, expert witness fees, and any other reasonable expenses and costs incurred by the parties in obtaining such relief; and (c) any other legal and equitable relief to which it may be entitled. The parties have the right to pursue partial enforcement and/or to seek declaratory relief regarding the enforceable scope of this Easement without penalty, and without waiving the parties' rights to pursue any other available remedy subsequent to declaratory relief; provided, however, there shall be no attorneys' fee or cost shifting in the event of an action for declaratory relief only.
10. Duration. The duration of this Easement (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Easement and the Easements described herein, in which event this Easement and all obligations of the Parties hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Easement.
11. Private Easement; Assignment. Nothing in this Easement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit. Grantee may not assign this Easement or grant any sub-easements over the Easement Area without the express written permission of Grantor, which may not be unreasonably withheld.
12. Waiver of Breach. No assent or waiver, expressed or implied, of any breach of any provision of this Easement shall be deemed to be a waiver of any other provision hereof or a waiver of any subsequent breach of the same provision.
13. Notice. Any non-emergency notice to either Grantor or Grantee under this Easement shall be sent by the United States Postal Service, overnight courier to:
  - a. Grantor at: 238 N. Main Street, Maxwell, IN 46154
  - b. Grantee at: 238 N. Main Street, Maxwell, IN 46154
14. Miscellaneous. This Easement constitutes all of the agreements, understandings, and promises between the parties hereto, with respect to the subject matter hereof. This Easement shall be governed by and construed in accordance with the laws of the State of Indiana. Any lawsuit brought between Grantor and Grantee arising out of this Easement shall be brought in a court of competent jurisdiction in Hancock County, Indiana

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the Effective Date.

**"GRANTEE"**

**William Eric Group, LLC**

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Position: \_\_\_\_\_

STATE OF INDIANA )

COUNTY OF Hancock )

) SS:

The above-named individual personally appeared before me, a Notary Public, in and for said County and State, and being first duly sworn upon oath, stated to me that they have read the foregoing and that the facts and representations contained therein are true and correct, and acknowledged the execution of this document to be their voluntary act and deed.

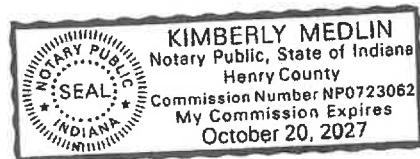
In witness whereof, I hereunto set my hand and seal this 14<sup>th</sup> day of November, 2025.

My Commission Expires:

October 20, 2027

Notary Public

Printed



IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the Effective Date.

**"GRANTOR"**

**Hawkstail Golf Course**

Signed: 

Printed: JON Smith.

Position: member

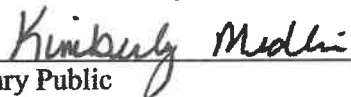
STATE OF Indiana )  
 ) SS:  
COUNTY OF Hancock )

The above named individual personally appeared before me, a Notary Public, in and for said County and State, and being first duly sworn upon oath, stated to me that they have read the foregoing and that the facts and representations contained therein are true and correct, and acknowledged the execution of this document to be their voluntary act and deed.

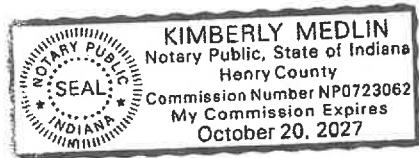
In witness whereof, I hereunto set my hand and seal this 14<sup>th</sup> day of November, 2025.

My Commission Expires:

October 20, 2027

  
Notary Public

Kimberly Medlin  
Printed



Grantor's Address is: 238 N. Main Street, Maxwell, IN, 46154

Grantee's Address is: 238 N. Main Street, Maxwell, IN, 46154

Please return documents to: McNeelyLaw LLP, 2177 Intelliplex Drive, Suite 251, Shelbyville, IN 46176, Attn: Jacob S. Brattain

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. /s/ Jacob S. Brattain

This document prepared by Jacob S. Brattain, McNeelyLaw LLP, 2177 Intelliplex Drive, Suite 251, Shelbyville, IN 46176.

**Exhibit A**  
**Burdened Property**

A part of Lots 4 and 5 of Fairway Village, Section One, as per plat thereof recorded as Instrument Number 94-5854 and amended by Instrument Number 98-11144, in the Office of the Recorder of Hancock County, Indiana, and a part of the Northeast and Southeast Quarters of Section 4, Township 15 North, Range 7 East of the Second Principal Meridian in Center Township, Hancock County, Indiana, described as follows:

BEGINNING at a stone marking the northeast corner of the Southeast Quarter of said Section 4; thence South 01 degree 05 minutes 37 seconds East along the East line of said Southeast Quarter 1690.37 feet to a point on the easterly extension of the north line of said plat of Fairway Village; thence North 89 degrees 01 minute 08 seconds West along said north line and extension 198.89 feet; thence North 66 degrees 04 minutes 49 seconds West 131.61 feet; thence South 22 degrees 25 minutes 39 seconds West 73.07 feet; thence North 84 degrees 35 minutes 47 seconds West 216.84 feet to the northwest corner of said Lot 5 in the Fairway Village plat; thence North 89 degrees 01 minute 08 seconds West 1159.03 feet along the north line of said plat and the north line of Fairway Village, Section Two, as per plat thereof recorded as Instrument Number 96-13318 in said county records; thence North 01 degree 05 minutes 37 seconds West 1499.62 feet; thence North 89 degrees 02 minutes 37 seconds West parallel with the north line of said Southeast Quarter 961.50 feet to the centerline of Morristown Road; thence North 00 degrees 56 minutes 19 seconds West along said centerline 60.00 feet; thence South 89 degrees 02 minutes 37 seconds East parallel with said north line 961.34 feet; thence North 01 degree 05 minutes 37 seconds West 130.00 feet to said north line, also being the south line of said Northeast Quarter; thence North 89 degrees 02 minutes 37 seconds West along said south line 960.98 feet to the southwest corner of said Northeast Quarter per the plat of The Ridges Over Brandywine recorded as Instrument Number 070013468 in said county records; thence along the centerline of Morristown Road the following three (3) courses: 1) North 01 degree 41 minutes 56 seconds East 545.05 feet; 2) North 01 degree 44 minutes 09 seconds West 428.56 feet; 3) North 02 degrees 39 minutes 22 seconds West 612.14 feet to the northeast corner of the Hackney Minor Subdivision as per plat thereof recorded as Instrument Number 201812437 in said county records; thence South 86 degrees 32 minutes 06 seconds West along the north line thereof 9.87 feet to the west line of said Northeast Quarter; thence North 01 degree 16 minutes 03 seconds West along said west line 52.40 feet to the south line of the Pennsy Trail (formerly the south right-of-way line of the P.C.C. & St. Louis Railroad); thence along said south line the following five (5) courses: 1) North 86 degrees 30 minutes 02 seconds East 1008.95 feet; 2) North 03 degrees 29 minutes 58 seconds West 5.00 feet; 3) North 86 degrees 30 minutes 02 seconds East 1535.14 feet; 4) South 03 degrees 29 minutes 58 seconds East 25.00 feet; 5) North 86 degrees 30 minutes 02 seconds East 12.98 feet; thence South 01 degree 15 minutes 48 seconds East 1490.07 feet; thence South 89 degrees 02 minutes 37 seconds East parallel with the south line of said Northeast Quarter 125.98 feet to the east line of said Northeast Quarter; thence



South 01 degree 07 minutes 07 seconds East along said east line 325.61 feet to the POINT OF BEGINNING, containing 170.357 acres, more or less.

**EXCEPT**

That portion of the Northeast Quarter of Section 4, Township 15 north, Range 7 East of the Second Principal Meridian, Center Township, Hancock County, Indiana, described as follows:

BEGINNING at the southwest corner of said Northeast Quarter as located per survey by the plat of The Ridges Over Brandywine Subdivision as per plat thereof recorded as Instrument Number 070013468 in the Office of the Recorder of said county; thence along the centerline of Morristown Road the following three (3) courses: 1) North 01 degree 41 minutes 56 seconds East 545.05 feet; 2) North 01 degree 44 minutes 09 seconds West 428.56 feet; 3) North 02 degrees 39 minutes 22 seconds West 612.14 feet to the Northeast corner of the Hackney Minor Subdivision as per plat thereof recorded as Instrument Number 201812437 in said county records; thence South 86 degrees 32 minutes 06 seconds West along the north line thereof 9.87 feet to the west line of said Northeast Quarter; thence North 01 degree 16 minutes 03 seconds West along said west line 52.40 feet to the south line of the Pennsy Trail (formerly the south right-of-way line of the P.C.C. & St. Louis Railroad); thence North 86 degrees 30 minutes 02 seconds East along said south line 966.18 feet; thence South 01 degree 05 minutes 37 seconds East 1,711.78 feet to the south line of said Northeast Quarter; thence North 89 degrees 02 minutes 37 seconds West along said south line 960.98 feet to the POINT OF BEGINNING, containing 36.3 acres, more or less.

**Exhibit B**  
**Benefitted Property**

That portion of the Northeast Quarter of Section 4, Township 15 north, Range 7 East of the Second Principal Meridian, Center Township, Hancock County, Indiana, described as follows:

Commencing at the southwest corner of said Northeast Quarter as located per survey by the plat of The Ridges Over Brandywine Subdivision as per plat thereof recorded as Instrument Number 070013468 in the Office of the Recorder of said county; thence South 89 degrees 02 minutes 37 seconds East along the south line thereof 199.90 feet to the POINT OF BEGINNING; thence North 01 degree 41 minutes 56 seconds East 524.29 feet to the beginning of a curve to the left having a radius of 525.00 feet and a central angle of 00 degrees 55 minutes 38 seconds, the radius point of which bears North 08 degrees 46 minutes 45 seconds West; thence easterly along the arc of said curve 8.50 feet; thence North 09 degree 42 minutes 23 seconds West 50.00 feet; thence North 01 degree 16 minutes 03 seconds West 879.12 feet; thence South 86 degrees 30 minutes 02 seconds West 11.84 feet; thence North 03 degrees 29 minutes 58 seconds West 200.00 feet to the south line of the Pennsy Trail (formerly the south right-of-way line of the P.C.C. & St. Louis Railroad); thence North 86 degrees 30 minutes 02 seconds East along said south line 757.69 feet; thence South 01 degree 05 minutes 37 seconds East 1711.78 feet to the south line of said Northeast Quarter; thence North 89 degrees 02 minutes 37 seconds West along said south line 761.08 feet to the POINT OF BEGINNING, containing 28.64 acres, more or less.

**ALSO**

That portion of the Northeast Quarter of Section 4, Township 15 north, Range 7 East of the Second Principal Meridian, Center Township, Hancock County, Indiana, described as follows:

BEGINNING at the southwest corner of said Northeast Quarter as located per survey by the plat of The Ridges Over Brandywine Subdivision as per plat thereof recorded as Instrument Number 070013468 in the Office of the Recorder of said county; thence along the centerline of Morristown Road the following three (3) courses: 1) North 01 degree 41 minutes 56 seconds East 545.05 feet; 2) North 01 degree 44 minutes 09 seconds West 428.56 feet; 3) North 02 degrees 39 minutes 22 seconds West 612.14 feet to the Northeast corner of the Hackney Minor Subdivision as per plat thereof recorded as Instrument Number 201812437 in said county records; thence South 86 degrees 32 minutes 06 seconds West along the north line thereof 9.87 feet to the west line of said Northeast Quarter; thence North 01 degree 16 minutes 03 seconds West along said west line 52.40 feet to the south line of the Pennsy Trail (formerly the south right-of-way line of the P.C.C. & St. Louis Railroad); thence North 86 degrees 30 minutes 02 seconds East along said

south line 208.49 feet; thence South 03 degrees 29 minutes 58 seconds East 200.00 feet; thence North 86 degrees 30 minutes 02 seconds East 11.84 feet; thence South 01 degree 16 minutes 03 seconds East 879.12 feet; thence South 09 degrees 42 minutes 23 seconds East 50.00 feet to the beginning of a curve to the right having a radius of 525.00 feet and a central angle of 00 degrees 55 minutes 38 seconds, the radius point of which bears North 09 degrees 42 minutes 23 seconds West; thence westerly along the arc of said curve 8.50 feet; thence South 01 degree 41 minutes 56 seconds West 524.29 feet to the south line of said Northeast Quarter; thence North 89 degrees 02 minutes 37 seconds West along said south line 199.90 feet to the POINT OF BEGINNING, containing 7.69 acres, more or less.

**Exhibit C**  
**Easement Property**

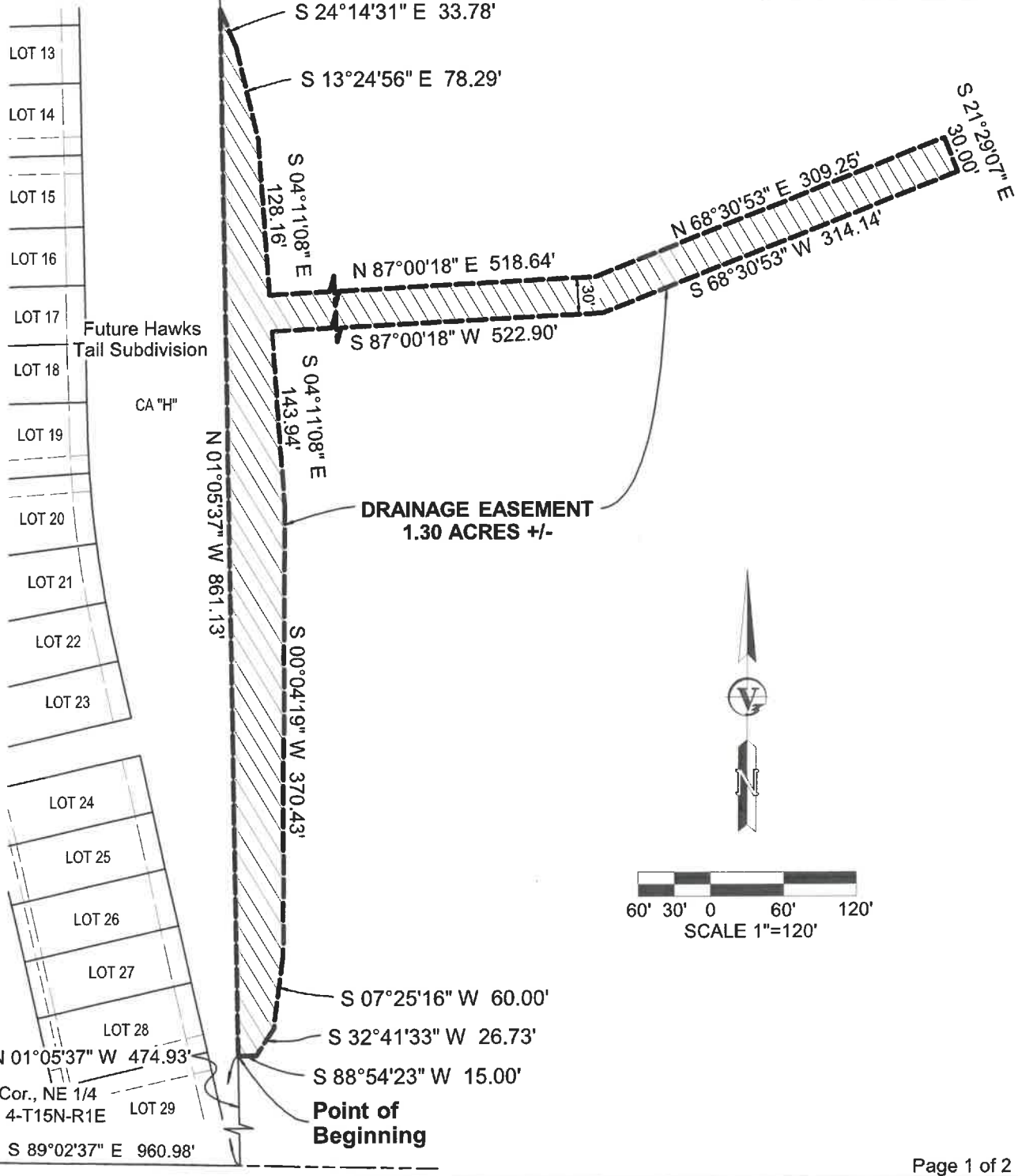


# EASEMENT EXHIBIT

PART OF THE NE 1/4, S4-T15N-R7E

171 N. Main Street, Martinsville, IN 46151  
Phone: 765.600.2501  
infomartinsville@v3co.com  
Surveyors - Scientists - Engineers

|               |                    |
|---------------|--------------------|
| PREPARED BY:  | BLH                |
| SCALE:        | 1" = 120'          |
| DATE:         | 10/09/2025         |
| PROJECT NO.:  | 230291             |
| PREPARED FOR: | WILLIAM ERIC GROUP |





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Phone: 765.600.2501  
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Surveyors - Scientists - Engineers

# EASEMENT EXHIBIT

PART OF THE NE 1/4, S4-T15N-R7E

|               |                    |
|---------------|--------------------|
| PREPARED BY:  | BLH                |
| SCALE:        | NA                 |
| DATE:         | 10/09/2025         |
| PROJECT NO.:  | 230291             |
| PREPARED FOR: | WILLIAM ERIC GROUP |

## LEGAL DESCRIPTION Hawks Tail Off-Site Drainage Easement

That portion of the Northeast Quarter of Section 4, Township 15 North, Range 7 East of the Second Principal Meridian, Center Township, Hancock County, Indiana, described as follows:

Commencing at the southwest corner of said Northeast Quarter as located per survey by the plat of The Ridges Over Brandywine Subdivision as per plat thereof recorded as Instrument Number 070013468 in the Office of the Recorder of said county; thence South 89 degrees 02 minutes 37 seconds East along the south line of said Northeast Quarter 960.98 feet; thence North 01 degree 05 minutes 37 seconds West 474.93 feet to the POINT OF BEGINNING; thence continue North 01 degree 05 minutes 37 seconds West 861.13 feet; thence South 24 degrees 14 minutes 31 seconds East 33.78 feet; thence South 13 degrees 24 minutes 56 seconds East 78.29 feet; thence South 04 degrees 11 minutes 08 seconds East 128.16 feet; thence North 87 degrees 00 minutes 18 seconds East 518.64 feet; thence North 68 degrees 30 minutes 53 seconds East 309.25 feet; thence South 21 degrees 29 minutes 07 seconds East 30.00 feet; thence South 68 degrees 30 minutes 53 seconds West 314.14 feet; thence South 87 degrees 00 minutes 18 seconds West 522.90 feet; thence South 04 degrees 11 minutes 08 seconds East 143.94 feet; thence South 00 degrees 04 minutes 19 seconds West 370.43 feet; thence South 07 degrees 25 minutes 16 seconds West 60.00 feet; thence South 32 degrees 41 minutes 33 seconds West 26.73 feet; thence South 88 degrees 54 minutes 23 seconds West 15.00 feet to the POINT OF BEGINNING, containing 1.30 acres, more or less.