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200600016832
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
03-29-2006 At 02:15 pm.
EASE NC .00

This transaction exempt from
disclosure Reason No. 3

GRANT OF PERMANENT EASEMENT

Part of Hamilton County Tax Parcel
No. 13-11-21-00-00-001.000

Document Cross Reference
No. 200300014529
No. 9118954, No. 9118955

Jay W. Reynolds, Trustee of the Jay W. Reynolds Revocable Trust dated July 25, 1991, and Martha Jean Reynolds, Trustee of the Martha Jean Reynolds Revocable Trust dated July 25, 1991, Jay W. Reynolds & Martha Jean Reynolds, Husband and Wife as their interest appear (hereinafter referred to as "Grantor"), being the owners of the real estate described herein, hereby convey to the City of Noblesville of Hamilton County in the State of Indiana (hereinafter referred to as "Grantee"), for and in consideration of Two Hundred Eighteen Thousand One Hundred Fifty and no/100 Dollars (\$218,150.00), a Permanent Drainage Easement, throughout and across part of the real estate specifically described in Exhibits "A" & "B", both of which are attached hereto and incorporated herein (the "Easement Property"). This Easement shall be used solely for the purpose of installation and maintenance of buried drainage pipe and man-holes to be used for access to the pipe and located over and across the Easement Property. After installation or maintenance of any of the drainage structures within the Easement Property,

the Grantee shall cause the land disturbed by such installation or maintenance within the Easement Property, and/or any property adjacent thereto, to be returned to grade and seeded. Any physical damage to the surface area of the Easement Property and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage.

This Easement shall be for the use of the City of Noblesville, their employees, contractors, engineers, and successors consistent with the purposes set forth herein. Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all claims, fees and suits of Grantee, or any of its contractors, employees, representatives, agents, affiliates, successors or assigns arising out of or relating to the Grantor's Property, including, without limitation any and all losses, costs, expenses, reasonable attorney fees or court costs incurred by Grantor.

Grantor shall retain unto itself, and its grantees, heirs, successors and assigns, and others to whom Grantor may grant rights or easements, the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing Easement, including without limitation the right to install, use, maintain, repair and replace existing driveways and curbing not removed by Grantee as part of the Project. Grantor and its grantees, heirs, successors and assigns shall retain the right of access over and across the Easement Property

This transaction exempt from disclosure Reason No. 3

for ingress and egress to the Grantor's remaining parcel so long as said ingress and egress does not interfere or damage the constructed drainage facilities of the Grantee.

However, the Easement Property shall not be used for the construction or location of any permanent, non-movable building or structure. In addition, any trees, shrubs, landscaping, or any other plant material located upon the Easement Property will be at risk of the Grantor and their successors in title. The Grantee, or any persons acting on their behalf, shall not be liable for any damage or destruction to said trees, shrubs, or landscaping located within the Easement Property. In the event it becomes necessary for the Grantee to use the Easement Property described herein, the Grantor shall immediately move and locate any equipment or property located within the Easement Property within forty-eight (48) hours after Grantor's receipt of written notice thereof.

IN WITNESS WHEREOF, the Grantors have conveyed this Permanent Easement this

21 day of March, 2006.

GRANTORS

Jay W Reynolds
Jay W Reynolds

Jay W Reynolds Trustee
Jay W. Reynolds, Trustee

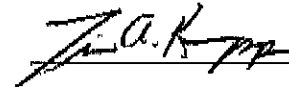
Martha Jean Reynolds
Martha Jean Reynolds

Martha Jean Reynolds Trustee
Martha Jean Reynolds, Trustee

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

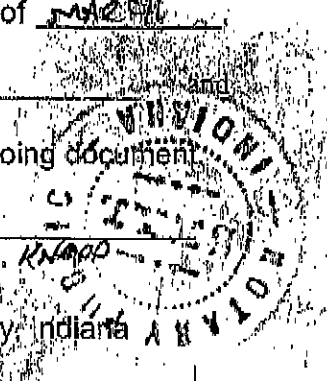
Subscribed and sworn to before me, a Notary Public this 21ST day of MARCH,
2006, personally appeared the within named JAY W. REYNOLDS and
MARTHA JEAN REYNOLDS, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.



TIM A. KNAPP

Notary Public,
Residing in HAMILTON County, Indiana



My Commission Expires: 11-19-08

This instrument prepared by Michael A. Howard, Attorney at Law, 694 Logan Street, Noblesville, Indiana, 46060, 773-4212.

EXHIBIT "A"

PROJECT: STP-9929(040)
CODE: N/A
PARCEL NO.: 6A- Perpetual Drainage Easement

Sheet 1 of 2

A part of the West Half of the Northwest Quarter of Section 21, Township 18 North, Range 5 East, Hamilton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the northwest corner of said half-quarter section designated as point "43" on said plat; thence North 89 degrees 41 minutes 45 seconds East 1,325.21 feet along the north line of said half-quarter section to the northeast corner of said half-quarter section; thence South 0 degrees 27 minutes 01 second East 690.00 feet along the east line of said half-quarter section; thence South 89 degrees 32 minutes 59 seconds West 60.00 feet to point "699" on said plat; thence North 0 degrees 27 minutes 01 second West 450.00 feet to point "698" on said plat; thence North 39 degrees 14 minutes 00 seconds West 64.47 feet to point "697" on said plat; thence South 89 degrees 41 minutes 45 seconds West 618.66 feet to point "696" on said plat; thence South 0 degrees 18 minutes 15 seconds East 240.00 feet to the point of beginning of this description, which point of beginning is designated as point "446" on said plat; thence continuing South 0 degrees 18 minutes 15 seconds East 1,035.00 feet to point "447" on said plat; thence North 89 degrees 41 minutes 45 seconds East 652.30 feet to point "450" on said plat; thence South 0 degrees 27 minutes 01 second East 1,199.37 feet to the south line of said half-quarter section; thence South 89 degrees 21 minutes 21 seconds West 70.00 feet along said south line; thence North 0 degrees 27 minutes 01 second West 1,134.79 feet to point "452" on said plat; thence South 89 degrees 41 minutes 45 seconds West 632.46 feet to point "449" on said plat; thence North 0 degrees 18 minutes 15 seconds West 1,100.50 feet to point "448" on said plat; thence South 89 degrees 09 minutes 19 seconds East 24.94 feet to point "694" on said plat; thence North 89 degrees 41 minutes 45 seconds East 25.06 feet to the point of beginning

EXHIBIT "A"

PROJECT: STP-9929(040)
CODE: N/A
PARCEL NO.: 6A- Perpetual Drainage Easement

Sheet 2 of 2

and containing 4.060 acres, more or less, inclusive of the presently existing right of way of 141st Street which contains 0.026 acres, more or less, for a net additional taking of 4.034 acres, more or less.



This description was prepared for the Hamilton County Highway Department by Charles A. Peoni, Indiana Registered Land Surveyor, License Number LS29400002, on the 2nd day of November, 2005.

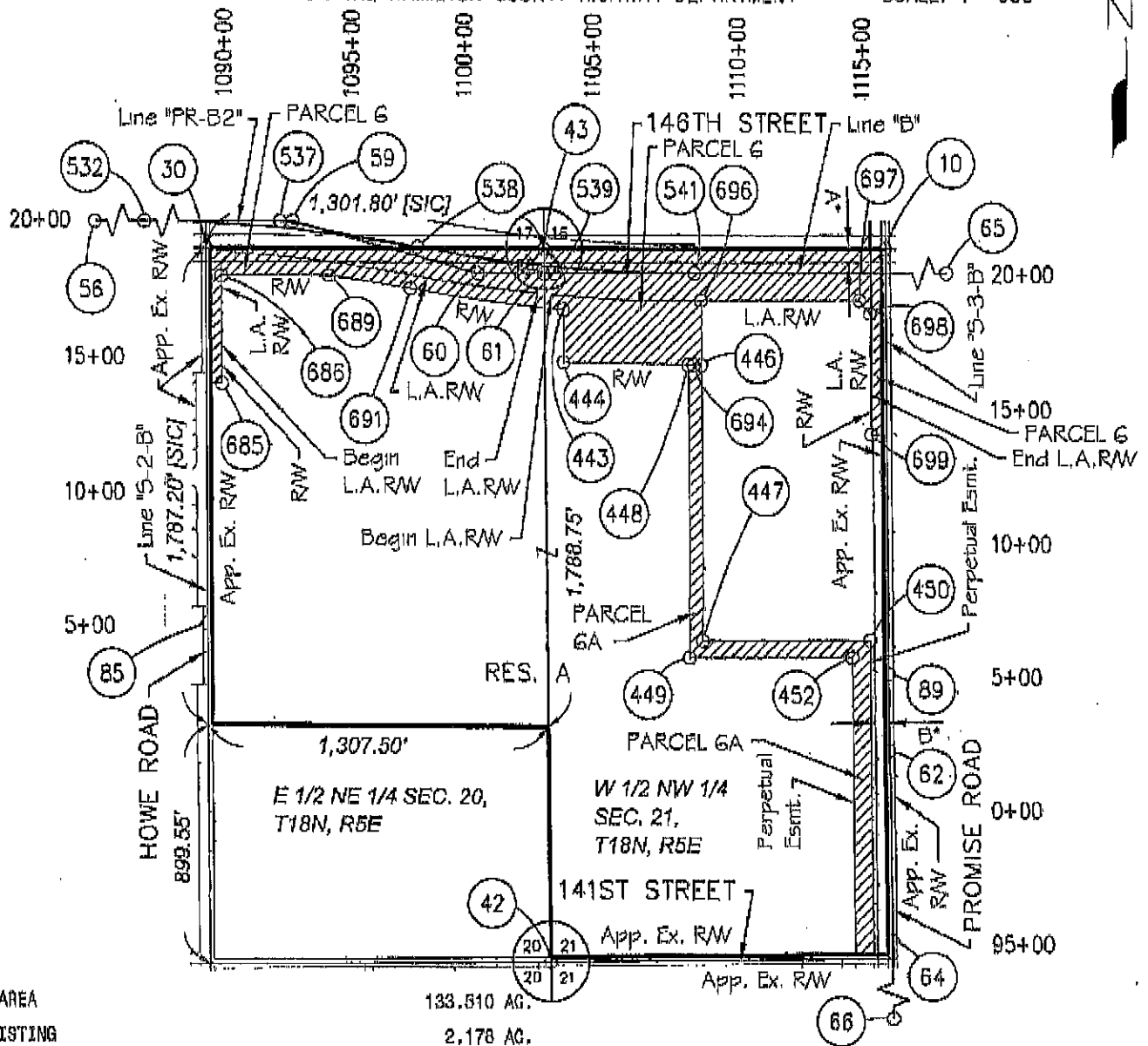
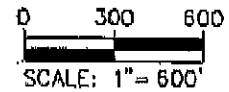
Charles A. Peoni
Charles A. Peoni

Revised March 1, 2006

EXHIBIT "B" RIGHT-OF-WAY PARCEL PLAT

PREPARED BY R. W. ARMSTRONG & ASSOCIATES, INC.
FOR THE HAMILTON COUNTY HIGHWAY DEPARTMENT

SHEET 1 OF 2



TOTAL AREA	133.910 AC.
R/W EXISTING	2,178 AC.
NET TOTAL AREA	131.932 AC.
TAKING (EXCLUDING EXISTING R/W BEING REACQUIRED)	13.680 AC.
RESIDUE A	117.652 AC.
AREA OF EXISTING R/W BEING REACQUIRED	0.450 AC.
AREA OF PERPETUAL EASEMENT BEING ACQUIRED (EXCLUDING EXISTING R/W BEING REACQUIRED)	4.084 AC.
AREA OF EXISTING R/W BEING REACQUIRED AS PERPETUAL EASEMENT	0.026 AC.

A*: 50' ELECTRIC POLE LINE EASEMENT IN FAVOR OF PSI ENERGY, INC.; INSTR. NO. 92-34933.
 B*: 40' GAS LINE EASEMENT IN FAVOR OF INDIANA GAS COMPANY, INC.; INSTR. NO. 99-28036.

OWNER: REYNOLDS, JAY W. TRUSTEE, AND REYNOLDS, MARTHA J. TRUSTEE	HATCHED AREA IS THE APPROXIMATE TAKING Revised 3/13/2006
PARCEL: 6	DRAWN BY: C. R. SWEET
ROAD: 146TH STREET	CHECKED BY: C. A. PEDINI
COUNTY: HAMILTON	DATE: 10/31/2005
SECTION: 20, 21	INSTRUMENT NUMBER 91-18954 DATED 7-25-1991
TOWNSHIP: 18N	INSTRUMENT NUMBER 91-18955 DATED 7-25-1991
RANGE: 5E	INSTRUMENT NUMBER 2003-14529 DATED 1-28-2003
DES. No.: 0201222	DEED RECORD PAGE DATED
CODE: N/A	PROJECT: STP-9929(040)

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

PREPARED BY R. W. ARMSTRONG & ASSOCIATES, INC.
FOR THE HAMILTON COUNTY HIGHWAY DEPARTMENT

COORDINATE CHART (FEET)

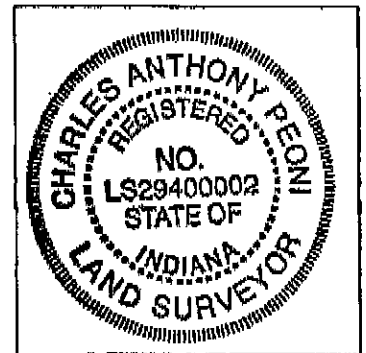
Point	North	East	Station	Offset	Side Line
10	REFER TO R.S.P.*				
30	REFER TO R.S.P.*				
42	REFER TO R.S.P.*				
43	REFER TO R.S.P.*				
56	REFER TO R.S.P.*				
59	REFER TO R.S.P.*				
60	REFER TO R.S.P.*				
61	REFER TO R.S.P.*				
62	5903.2340	29267.0929	PI 2+08.80	0.00	- "S-3-B"
64	5190.6542	29275.5468	PI 94+95.67	0.00	- "S-3-B"
65	REFER TO R.S.P.*				
66	2395.0901	29299.6891	67+00.00	0.00	- "S-3-B"
85	REFER TO R.S.P.*				
89	REFER TO R.S.P.*				
443	7554.0748	29003.9891	1103+20.23	155.00	R "PR-B2"
444	7358.3873	28005.6774	1103+36.04	350.00	R "PR-B2"
446	7351.0693	28536.0370	1108+52.84	340.00	R "B"
447	6316.0839	28541.5292	1108+52.84	1875.00	R "B"
448	7351.3040	28489.0350	+R/W(1107+90.35)	R/W(339.55)	R "PR-B2"
449	6250.8184	28491.8748	1107+93.84	1440.04	R "PR-B2"
450	6319.5453	28193.8183	6+25.17	70.00	L "S-3-B"
452	6254.1756	29124.3299	6+60.35	140.00	L "S-3-B"
532	7872.0949	26375.5325	PC 1086+69.70	0.00	- "PR-B2"
537	7874.6845	26909.7234	PI 1092+03.90	0.00	- "PR-B2"
538	7781.9356	27435.8070	PRC 1097+35.29	0.00	- "PR-B2"
539	7688.0616	27968.3070	PI 1102+79.07	0.00	- "PR-B2"
541	7690.8315	28509.1693	PT 1108+13.95	0.00	- "PR-B2"
685	7274.2062	26668.3686	14+00.00	60.00	R "S-2-B"
688	7674.1968	28885.6264	18+00.00	60.00	R "S-2-B"
689	7875.6351	27096.9466	1094+11.50	155.00	R "PR-B2"
691	7629.2967	27409.9011	+PRC(1097+35.29)	155.00	R "PR-B2"
694	7350.9333	28510.9736	+PT(1108+13.95)	340.00	R "PR-B2"
698	7591.0659	28534.7634	1108+52.84	100.00	R "B"
697	7594.3456	29153.4147	1114+71.50	100.00	R "B"
698	7544.4117	29194.1907	18+60.00	60.00	L "S-3-B"
699	7094.4256	29197.7278	14+00.00	60.00	L "S-3-B"

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

* SEE ROUTE SURVEY PLAT FOR ADDITIONAL POINTS

SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT, TOGETHER WITH THE "ROUTE SURVEY PLAT" RECORDED AS INSTRUMENT NUMBER 200400019135 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12, ("RULE 12").



Charles A. Peoni 3/13/2006

CHARLES A. PEONI DATE
REG. LAND SURVEYOR No. LS29400002

Revised 3/13/2006

OWNER:	REYNOLDS, JAY W., TRUSTEE, AND REYNOLDS, MARTHA J., TRUSTEE	SECTION: 20, 21	TOWNSHIP: 18N	RANGE: 5E
PARCEL:	5	DES. No.:	0201222	PROJECT: STP-9929(040) CODE: N/A
ROAD:	146TH STREET	COUNTY:	HAMILTON	DRAWN BY: C. R. SWEET DATE: 10/31/2005
		CHECKED BY:	C. A. PEONI	DATE: 3/13/2006

Prescribed by the
State Board of Accounts
(2005)

County Form 170


Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant



Printed Name of Declarant

COPY

This transaction exempt from
disclosure Reason No. 3

GRANT OF PERMANENT EASEMENT

Part of Hamilton County Tax Parcels
No. 13-11-21-00-00-026,000-028,000

Document Cross Reference
No. 200500000986

200600037396
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
06-29-2006 At 02:26 pm.
EASE NC .00

Estridge Development Company, Inc., an Indiana Corporation (hereinafter referred to as "Grantor"), being the owners of the real estate described herein, hereby convey to the City of Noblesville of Hamilton County in the State of Indiana for and in consideration of (\$104,225.00) One Hundred Four Thousand Two Hundred Twenty-Five and Zero Dollars, a Permanent Drainage Easement, through and across part of the above parcel of real estate for drainage purposes for the City, its employees, agents, contractors, and for any and all other related activities. This Easement shall be used for the purpose of installation and maintenance of buried drainage pipe and man-holes to be used for access to the pipe and located over and across the real estate specifically described in Exhibits A & B which are attached hereto. After installation or maintenance of any of the drainage structures within the Easement, the Grantee shall cause the land within the Easement to be returned to grade and seeded. The Grantor, or its successors, shall be permitted to cross the easement property for ingress and egress to the

Grantor's remaining parcel so long as said ingress and egress does not interfere or damage the constructed drainage facilities of the Grantee.

See Exhibits A & B attached hereto.

This Easement shall be for the use of the City of Noblesville, their employees, contractors, engineers, and successors.

The Grantor, and his successor, as owners of the real estate burdened by this Easement shall be permitted to use the property described above to locate or store any equipment or personal property as well as maintenance of parking. However, the Easement real estate shall not be used for the construction or location of any permanent, non-movable building or structure. In addition, any trees, shrubs, landscaping, or any other plant material located upon the Easement real estate will be at risk of the Grantor and their successors in title. The Grantee, or any persons acting on their behalf, shall not be liable for any damage or destruction to said trees, shrubs, or landscaping. In the event it becomes necessary for the Grantee to use the real estate described herein, the Grantor shall immediately move and locate any equipment or property located within the Easement real estate within forty-eight (48) hours.

IN WITNESS WHEREOF, the Grantors have conveyed this Permanent Easement this 26 day of January, 2006.

This transaction exempt from disclosure Reason No. 3

GRANTORS

[Signature]
Signature

GRAIG KUNKLE
Printed

Director of Operations
Title

Attest: [Signature]
Signature

MICHAEL J. KELLER
Printed

Secretary
Title

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this 1 day of September
2006, personally appeared the within named _____ and

_____ and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.



DONNA ARONSON
Res. of Marion County
Comm. Expires: 12/17/2006

My Commission Expires: 12-17-2006

[Signature]

Notary Public
Residing in Marion County, Indiana

This instrument prepared by Michael A. Howard, Attorney at Law, 694 Logan Street, Noblesville, Indiana, 46060. 773-4212.

EXHIBIT "A"

PROJECT: STP-9929(040)
CODE: N/A
PARCEL NO.: 25- Perpetual Drainage Easement

Sheet 1 of 1

A part of the West Half of the Southwest Quarter of Section 21, Township 18 North, Range 5 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Beginning on the north line of said half-quarter section South 89 degrees 21 minutes 21 seconds West 70.00 feet from the northeast corner of said half-quarter section; thence South 0 degrees 29 minutes 56 seconds East 1,668.86 feet to point "488" on said plat; thence North 89 degrees 30 minutes 04 seconds East 71.64 feet to the east line of said half-quarter section; thence South 0 degrees 33 minutes 19 seconds East 30.00 feet along said east line; thence South 89 degrees 30 minutes 04 seconds West 141.67 feet to point "478" on said plat; thence North 0 degrees 29 minutes 56 seconds West 1,698.68 feet to the north line of said half-quarter section; thence North 89 degrees 21 minutes 21 seconds East 70.00 feet along said north line to the point of beginning and containing 2.779 acres, more or less, inclusive of the presently existing right of way of Promise Road which contains 0.011 acres, more or less, and inclusive of the presently existing right of way of 141st Street which contains 0.026 acres, more or less, for a net additional taking of 2.742 acres, more or less.



This description was prepared for the Hamilton County Highway Department by Charles A. Peoni, Indiana Registered Land Surveyor, License Number LS29400002, on the 18th day of November, 2005.

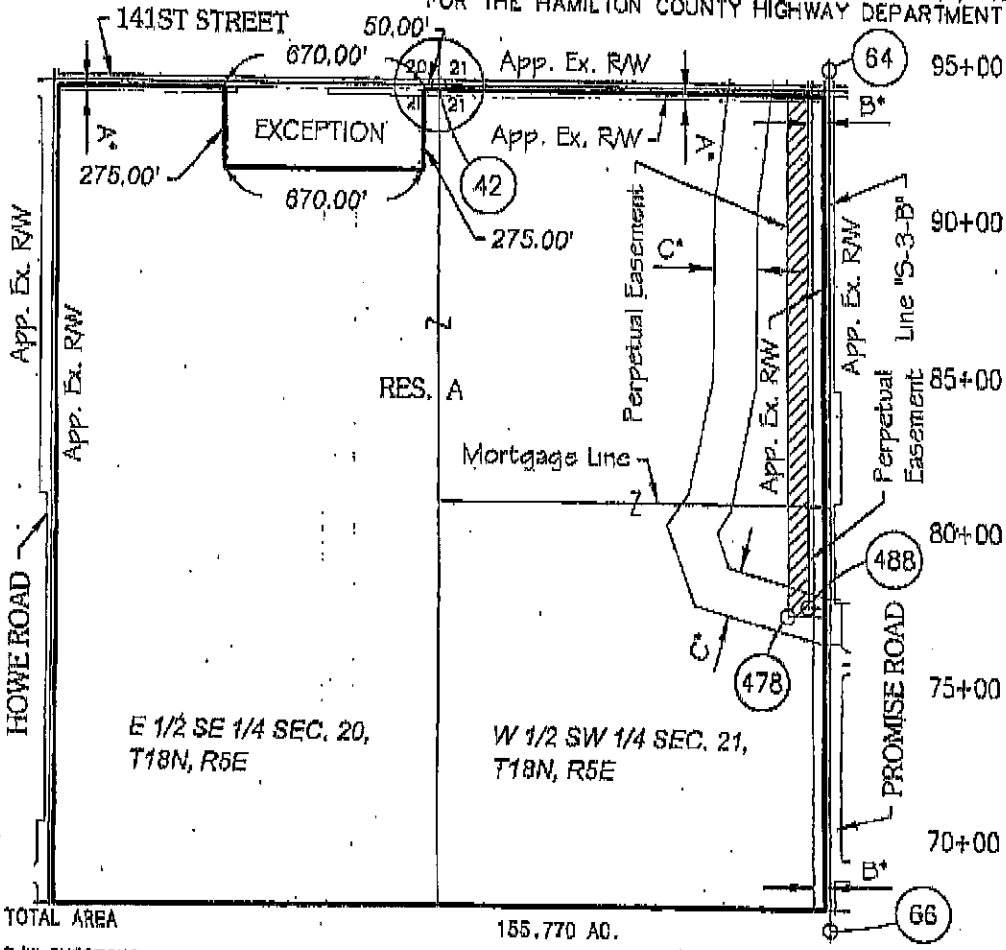
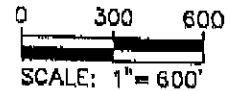
Charles A. Peoni
Charles A. Peoni

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

PREPARED BY R. W. ARMSTRONG & ASSOCIATES, INC.
FOR THE HAMILTON COUNTY HIGHWAY DEPARTMENT

SHEET 1 OF 1



A*: 20' DEED OF EASEMENT AND RIGHT OF WAY FOR WATER LINE IN FAVOR OF INDIANA-AMERICAN WATER COMPANY, INC; INSTR. NO. 97-32567.

B*: 40' GAS LINE EASEMENT IN FAVOR OF INDIANA GAS COMPANY, INC.; INSTR. NO. 99-31600.

C*: APPROXIMATE LOCATION OF REGULATED DRAIN EASEMENT FOR THE HENRY EBBERT DRAIN; EASEMENT EXTENDS 75' EACH SIDE FROM THE CENTER OF THE TILE.

SURVEYOR'S STATEMENT
TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT, TOGETHER WITH THE "ROUTE SURVEY PLAT" RECORDED AS INSTRUMENT NUMBER 200400019185 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12, ("RULE 12").

TOTAL AREA	155.770 AC.
R/W EXISTING	2.748 AC.
NET TOTAL AREA	153.024 AC.
TAKING	0.000 AC.
RESIDUE A	153.024 AC.
AREA OF PERPETUAL EASEMENT BEING ACQUIRED (EXCLUDING EXISTING R/W BEING REACQUIRED)	2.742 AC.
AREA OF EXISTING R/W BEING REACQUIRED AS PERPETUAL EASEMENT	0.087 AC.

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

* SEE ROUTE SURVEY PLAT FOR ADDITIONAL POINTS



COORDINATE CHART (FEET)

Point	North	East	Station	Offset	Side	Line
42	REFER TO R.S.P.*					
64	5190.6542	29275.5468	PI 94+95.67	0.00	-	"S-3-B"
66	2395.0901	29298.8891	67+00.00	0.00	-	"S-3-B"
478	3420.8068	29148.0401	77+27.00	142.91	L	"S-3-B"
488	3451.4152	29217.7764	77+57.00	72.91	L	"S-3-B"

Charles A. Peoni 12/7/2005
CHARLES A. PEONI DATE
REG. LAND SURVEYOR No. LS29400002

OWNER: ESTRIDGE DEVELOPMENT COMPANY, INC.		HATCHED AREA IS THE APPROXIMATE TAKING	Revised 12/7/2005
PARCEL: 25	DRAWN BY: C. R. SWEET	CHECKED BY: C. A. PEONI	DATE: 11/16/2005
ROAD: 146TH STREET	INSTRUMENT NUMBER 2005-00986		DATED 10-21-2004
COUNTY: HAMILTON	INSTRUMENT NUMBER 2005-00986		DATED 10-21-2004
SECTION: 20, 21	DES. No.: 0201222	DEED RECORD PAGE DATED	
TOWNSHIP: 18N	CODE: N/A		
RANGE: 5E	PROJECT: STP-0010/001		

DATE PLOTTED: 11/16/2005 10:58 AM



HAMILTON COUNTY HIGHWAY DEPARTMENT

FAX TRANSMITTAL SHEET

PAGES (INCLUDING COVER SHEET): (15) DATE: 6-6, 2007

TO: JERRI LITSON COMPANY: _____

TITLE: _____ FAX#: _____

FROM: TIM KNAPP FAX#: (317) 776-9814

TITLE: _____

SUBJECT:

DRAINAGE AGREEMENTS FOR REYNOLDS & ETTENGE
Mud creek 146th St Reconstruction

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