

DRAINAGE EASEMENT

COPY

Cross Reference Deed Book 188 Page 222
Instrument #200400038194

THIS INDENTURE WITNESSETH: That Milton L. Baltimore, Jr. and Dennis M. Baltimore, Joint Tenants with Right of Survivorship, referred to herein as (the "Grantor") for the amount of Four Hundred Fifteen and Zero Dollars (\$415.00), the receipt and sufficiency of which are hereby acknowledged, does hereby convey to the Board of Commissioners of Hamilton County, ("Grantee") a non-exclusive perpetual easement through, upon, over, along and across the following described real property located in Hamilton County, Indiana, ("the Easement") to-wit;

See Exhibits A & B

This Easement is granted for the purpose of providing overland or subsurface paths and courses for the construction, maintenance, preservation of drainage. The Grantor reserves for themselves and their successors and assigns the right to use the Easement for any uses which are not inconsistent with the purposes herein. However, in the event the Grantor, or their successors, elect or desire to do any construction or alterations to the Real Estate within the Easement, they shall do so only upon approval of the Grantee. The Grantor further agrees that they shall not grant any easements to any other utilities, or other persons, through the real estate described herein, without the consent of the Grantees, and if said grants are given, those easements shall be subject to the Grantee's rights to regulate and permit construction or alteration with the Easement.

In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the Easement to replace, restore, or clear any drainage structures, ditches, drains, or swales contained therein, the Grantee shall only be liable to restore the Grantor's real estate to its previous grade, and to re-seed and undertake erosion control measures as are required by 327 IAC 15-5 as amended. The Grantee, its employees, or contractors shall not be liable to Grantor, or his successor in title, for any improvements to the real estate, landscaping, sod, or any other improvements within the Easement which are damaged in the course of the repair of the drainage structure, ditches, drains, or swales contained in the Easement area.

This Drainage Easement and the agreements herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns and upon the Grantee and its successors.

IN WITNESS WHEREOF, the Grantor has executed this Drainage Easement on this 24th day of JANUARY, 2013.

GRANTOR

Milton L. Baltimore, Jr.

Milton L. Baltimore, Jr.

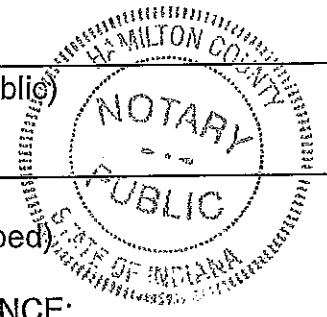
Dennis M. Baltimore

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public in and for said County and State, personally appeared MILTON L. BALTIMORE, JR, and acknowledged the execution of the foregoing document to be his free and voluntary act.

WITNESS my hand and Notarial Seal this 21ST day of JANUARY, 2013.

[Signature]
(Signature - Notary Public)
T.M.A. KNAPP
(Name - Printed or Typed)



MY COMMISSION EXPIRES:
11-19-16

COUNTY OF RESIDENCE:
HAMILTON

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in the document, unless required by law. [Signature]

This instrument prepared by Michael A. Howard, Attorney at Law, 694 Logan Street, Noblesville, Indiana 46060, (317) 773-4212.

In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the Easement to replace, restore, or clear any drainage structures, ditches, drains, or swales contained therein, the Grantee shall only be liable to restore the Grantor's real estate to its previous grade, and to re-seed and undertake erosion control measures as are required by 327 IAC 15-5 as amended. The Grantee, its employees, or contractors shall not be liable to Grantor, or his successor in title, for any improvements to the real estate, landscaping, sod, or any other improvements within the Easement which are damaged in the course of the repair of the drainage structure, ditches, drains, or swales contained in the Easement area.

This Drainage Easement and the agreements herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns and upon the Grantee and its successors.

IN WITNESS WHEREOF, the Grantor has executed this Drainage Easement on this 2nd day of JANUARY, 2013.

GRANTOR

Milton L. Baltimore, Jr.

Dennis M. Baltimore 1/23/2013

Dennis M. Baltimore

STATE OF VA)
)SS:
COUNTY OF Prince William)

Subscribed and sworn to before me, a Notary Public in and for said County and State, personally appeared Dennis Milton Baltimore and acknowledged the execution of the foregoing document to be his free and voluntary act.

WITNESS my hand and Notarial Seal this 23rd day of January,

2013.



[Handwritten Signature]

(Signature - Notary Public)

NAA KORDAE JACOBS-ABBAY

(Name - Printed or Typed)

MY COMMISSION EXPIRES:

11/30/2015

COUNTY OF RESIDENCE:

Prince William

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in the document, unless required by law. [Handwritten Signature]

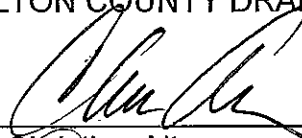
This instrument prepared by Michael A. Howard, Attorney at Law, 694 Logan Street, Noblesville, Indiana 46060, (317) 773-4212.

ACCEPTANCE

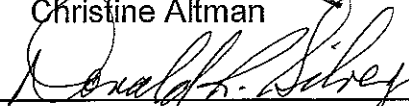
The undersigned Hamilton County Drainage Board does hereby accept the dedication of the above described drainage easement.

HAMILTON COUNTY DRAINAGE BOARD

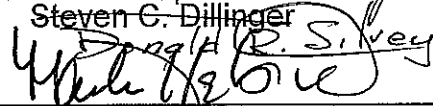
By:



Christine Altman



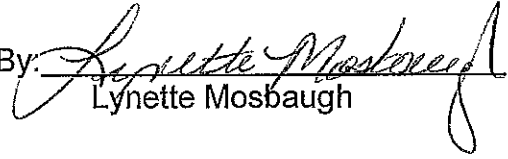
Steven C. Dillinger



Mark E. Heirbrandt

ATTEST:

By:



Lynette Mosbaugh

Statutory Easement (BALTIMORE)

A part of the Southwest Quarter of Section 8, Township 20 North, Range 4 East, Jackson Township, Hamilton County, Indiana, more particularly described as follows:


COMMENCING at the Southwest corner of the Southwest Quarter of Section 8, Township 20 North, Range 4 East, Jackson Township, Hamilton County, Indiana; thence South 89 degrees 56 minutes 40 seconds East (bearing based upon State Plane Coordinates -- Hamilton County Surveyor's records) on the South line of said Southwest Quarter 839.13 feet; thence North 00 degrees 03 minutes 20 seconds East 25.00 feet; thence North 81 degrees 37 minutes 44 seconds East 136.47 feet; thence North 74 degrees 38 minutes 02 seconds East 150.41 feet; thence South 70 degrees 17 minutes 25 seconds East 21.25 feet to the POINT OF BEGINNING for the tract herein described, said point on the current limits of the Statutory Drainage easement for the William P. Bennett Regulated Drain (here after referred to as Drain); thence South 17 degrees 58 minutes 54 seconds West (this and the next two (2) courses are on the current limits of the Statutory Drainage easement of said Drain) 32.59 feet; thence South 89 degrees 10 minutes 14 seconds East 29.56 feet; thence North 68 feet 49 minutes 47 seconds East 45.11 feet; thence North 48 degrees 06 minutes 25 seconds West 69.13 feet to the current limits of the Statutory Drainage easement for said Drain; thence South 18 degrees 01 minutes 51 seconds West 32.63 feet on the current limits of the Statutory Drainage easement for said Drain to the POINT OF BEGINNING for the tract herein described, containing 0.053 acre more or less.

2011/2011-0040/survey/documents/Statutory Easement (BALTIMORE)

EXHIBIT A

STATUTORY EASEMENT BALTIMORE DESCRIPTION

SCALE: NTS



DLDS
DESIGNERS ENGINEERS SURVEYORS
Designers Engineers Surveyors
501 S. 9th Street, Suite 100, Noblesville, IN, 46060
Phone: 317.770.1801 Fax: 317.770.1821
Toll Free: 1.888.801.8555

HAMILTON COUNTY
STRUCTURE 32040

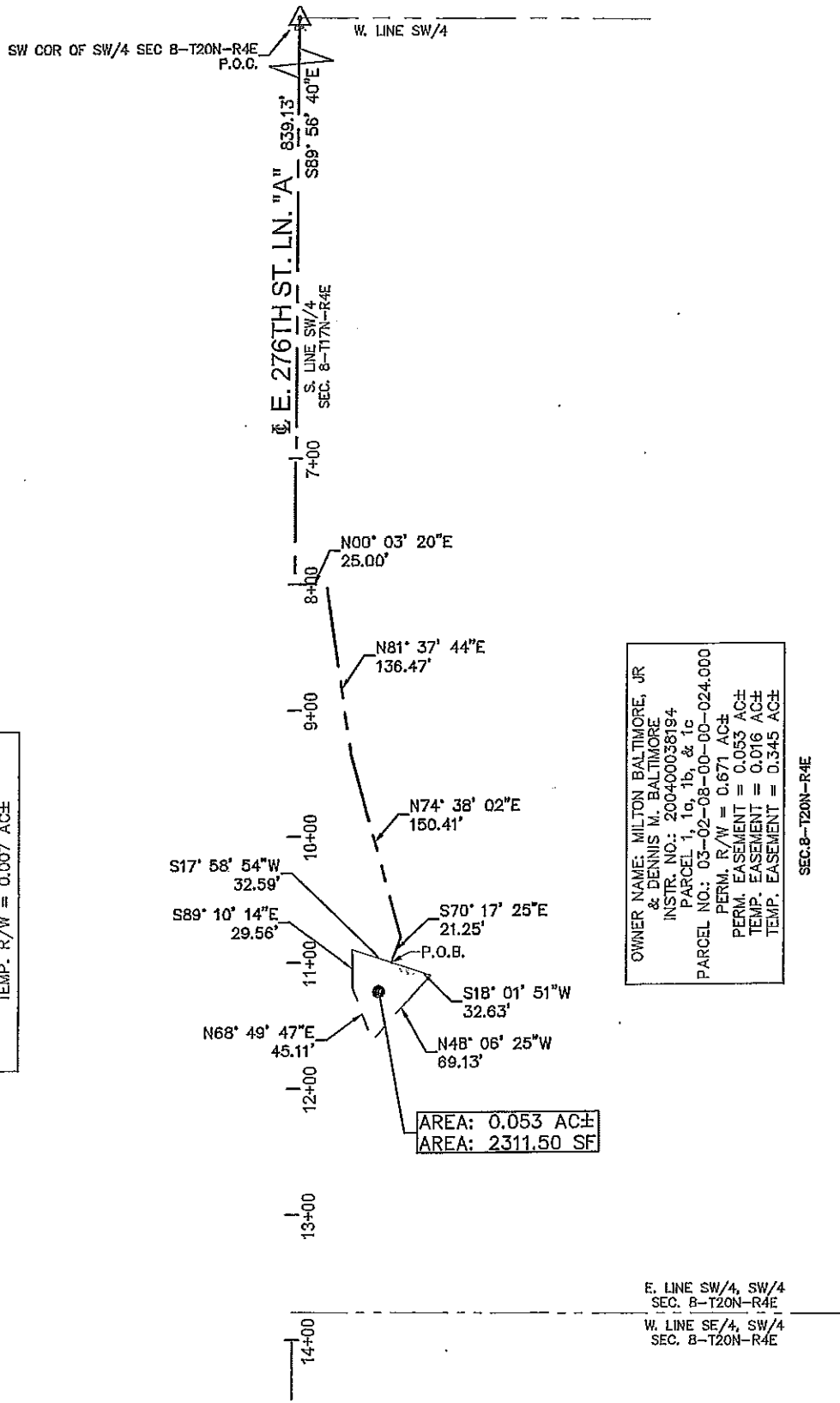
E 276TH STREET
HAMILTON COUNTY
CLIENT NO. 2011-0040

DATE

12/27/2012

REFERENCE SHEET

2 OF 2



SEC. 17-T20N-R4E
 OWNER NAME: DUVALL, BOND & HARRIS, LLC
 INSTR. NO.: 200500044150
 PARCEL 3, & 3a
 PARCEL NO.: 03-02-17-00-00-003.000
 PERM. R/W = 0.825 AC±
 TEMP. R/W = 0.007 AC±

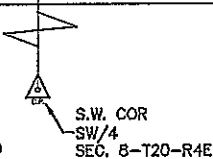
OWNER NAME: MILTON BALTIMORE, JR & DENNIS M. BALTIMORE
 INSTR. NO.: 200400038184
 PARCEL 1, 1a, 1b, & 1c
 PARCEL NO.: 03-02-08-00-00-024.000
 PERM. R/W = 0.671 AC±
 PERM. EASEMENT = 0.053 AC±
 TEMP. EASEMENT = 0.016 AC±
 TEMP. EASEMENT = 0.345 AC±

AREA: 0.053 AC±
 AREA: 2311.50 SF

STATUTORY EASEMENT BALTIMORE EXHIBIT B

SCALE: 1" = 100'

DLDS
 DESIGN LAND DEVELOPMENT SERVICES
 Designers-Engineers-Surveyors
 501 S. 9th Street, Suite 100, Noblesville, IN, 46060
 Phone: 317.770.1801 Fax: 317.770.1821
 Toll Free: 1.888.801.8555



HAMILTON COUNTY
 STRUCTURE 32040
 E 276TH STREET
 HAMILTON COUNTY
 CLIENT NO. 201110040

DATE 12/27/2012 REFERENCE SHEET 1 OF 2