

PERPETUAL ROAD EASEMENT

Project:	C.R. 600 W. & Windsor Drive Signal
Code:	N/A
Parcel:	30-01-25-300-023.002-018

THIS INDENTURE WITNESSETH, That Mt. Vernon Community School Corporation, the Grantor(s) of Hancock County, State of Indiana, Convey(s) and Warrant(s) to the **Town of McCordsville, IN**, the Grantee, for and in consideration of the sum of ten Dollars (\$10.00) (of which said sum \$10.00 represents land encumbered and improvements acquired and \$0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, a perpetual public road easement and right of way in, under and upon a portion of that certain Real Estate situated in the County of Hancock, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit “A” and depicted upon the Right of Way map attached hereto as Exhibit “B” (“Real Estate”), both of which exhibits are incorporated herein by reference, for the purpose of the construction, reconstruction, maintenance, operation and repair thereupon of a public road facility and appurtenances thereto, which said appurtenances may include but are not limited to, ditches and drainage facilities, slopes, rip rap, culverts, and like features necessary for the said public road facility.

This conveyance is subject to any and all right of ways, easements, mortgages, encumbrances, liens, licenses, conditions, and restrictions of record.

The undersigned represents and warrants he has been authorized by the governing body of the Grantor to execute this easement; the Grantor is a political subdivision validly existing in the State of Indiana where the Real Estate is situated and is the sole owner of the Real Estate; the Grantor has full capacity to grant an easement in the Real Estate; that pursuant to a resolution of the governing body of the Grantor he has full authority to execute and deliver this instrument on Grantor’s behalf and said authority has not been revoked; that Grantor is therefore, fully authorized and empowered to grant to the Town of McCordsville, Indiana, a perpetual road easement across a portion of the Real Estate of the Grantor, and on the date of execution of said easement, he had full authority to so act; and all necessary action for the making of this easement has been duly taken by Grantor’s governing body.

Interests in land acquired by the Town of McCordsville, Indiana
Grantee mailing address:
6280 Vail Rd.
McCordsville, IN 46055

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Grantee, its employees, agents, contractors, subcontractors and assigns shall at its cost and expense have the right to enter in, on, under, over, along and upon the area of the said right of way shown in Exhibits A and B conveyed herein at will to construct, reconstruct, maintain, and continue to operate the public road facility and appurtenances thereon and to remove from said Real Estate any future encroaching trees or other vegetation, buildings or other obstructions to ensure the free and unobstructed use of the said right of way, and to make such alteration and improvements to the public road facility and appurtenances as the Grantee may deem necessary or useful. The Grantee may also, without further permission of the Grantor(s) or the Grantor(s) successors in title, bargain, convey or otherwise permit the use and/or occupancy of the area of the said right of way to place, replace, repair or maintain utility facilities.

Grantor and their successors in title, covenant(s) and agree(s) not to erect, maintain or allow to continue within the area of said right of way shown in Exhibits A and B any permanent building, structure, fence, plantings or other obstruction to the Grantee's free and unobstructed use of said right of way, public road facilities or appurtenances thereto without the prior express written permission of the Grantee, which shall not be unreasonably delayed or withheld. Such permission shall not be effective unless and until in writing and signed by both parties. Grantor shall continue to be able to access, use, improve, reconstruct, alter, maintain, repair, or renovate any existing building, facility, sewer, drain, utility, structure, or other improvement on or adjacent to the Real Estate.

Grantor warrants that it is the owner in fee simple of said Real Estate, lawfully seized thereof and has a legal right to grant and convey the foregoing easement; warrants the quiet use and enjoyment thereof; unless what would be in government records, a title commitment, or ALTA survey, warrants that said Real Estate is free from any unrecorded encumbrances inconsistent with the use contained herein. This perpetual easement and right of way granted herein, and its associated benefits and obligations, shall run with said Real Estate and shall bind all successors in interest of Grantor. This indenture shall bind and inure to the benefit of the successors and assigns of the Grantee.

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IN WITNESS WHEREOF, the said Grantor has executed this instrument
this _____ day of _____, _____.

Mt. Vernon Community School Corporation

_____ Signature	(Seal)	_____ Signature	(Seal)
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_____ Printed Name	Greg Elkins, CFO	_____ Printed Name	
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STATE OF: Indiana:

SS:

COUNTY OF Hancock:

Before me, a Notary Public in and for said State and County, personally appeared
Greg Elkins, on behalf of Mt. Vernon Community School Corporation, the Grantor(s) in the
above conveyance, and acknowledged the execution of the same on the date aforesaid to be
voluntary act and deed and who, being duly sworn, stated that any representations contained
therein are true.

Witness my hand and Notarial Seal this _____ day of
_____, _____.

Signature
Printed Name
My Commission Number
My Commission expires
I am a resident of _____ County.

This Instrument Prepared by Beth Copeland – Copeland Law LLC, Attorney at Law, 11650
Olio Rd. 1000-184, Fishers, IN 46037 (317) 391-6461

I affirm, under the penalty of perjury, that I have taken reasonable care to redact each social
security number in this document unless required by law. Beth Copeland

