

Cross Reference: Instrument No. 0008807 (Grant of Utility Easement)

WRITTEN CONSENT OF GRANTEE

This WRITTEN CONSENT OF GRANTEE (this “Written Consent”) is entered into as of the _____ day of January, 2021 by the TOWN OF WHITESTOWN, INDIANA, a municipality and a political subdivision organized and existing under the laws of the State of Indiana (the “Town”).

WITNESSETH:

A. The Town is the successor-in-interest to Boone County Utilities, LLC, an Indiana Public Utility and the holds the rights of Grantee under that certain Grant of Utility Easement (the “Easement”) dated September 1, 2000, and recorded September 6, 2000 as Instrument No. 0008807 in the Office of the Recorder of Boone County, Indiana, to that portion of the real estate being more particularly described on Exhibit A attached hereto and made a part hereof (the “Easement Area”);

B. Milhaus Properties LLC, an Indiana limited liability (“Milhaus”) has the contract right to purchase certain real estate encumbered by the Easement as more particularly described on Exhibit B attached hereto and made a part hereof (the “Real Estate”);

C. The Town desires to consent to Milhaus and its grantees, successors, and assigns granting or conveying easements, licenses, or interests in favor of utility providers within portions of the Easement Area as set forth in Milhaus’ civil engineering plans prepared by HWC Engineering (“HWC”) as Job No. 2020-175, 48 sheets, dated November 5, 2020, and provided by HWC to the Town and approved by the Whitestown Plan Commission on December 14, 2020 (the “Plans”).

CONSENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Town promises, agrees and covenants as follows:

1. The foregoing preambles, recitations, and definitions are made a part hereof as though such were fully set forth herein.

2. The Town confirms that it reviewed the Plans and the Plans as provided to the Town do not impair, impede, or unreasonably interfere with the exercise of the Town's rights as set forth in the Easement.

3. The Town consents to Milhaus and its grantees, successors, and assigns granting or conveying easements, license or interest in favor of utility providers in, on, over, along, under, across, and through the Easement Area as set forth in the Plans, as contemplated by the Easement.

4. This Written Consent and the rights and obligations hereby created are appurtenant to and shall run with the Real Estate, including the Easement Area.

5. To the extent anything described in this Written Consent conflicts with the Easement, this Written Consent controls.

6. The undersigned executing this Written Consent certifies that he or she is duly authorized and empowered to execute and deliver this Written Consent on behalf of the Town.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

[SIGNATURE PAGE TO WRITTEN CONSENT OF GRANTEE]

IN WITNESS WHEREOF, this Written Consent has been executed and delivered as of the day and year first above written.

“Town”

TOWN OF WHITESTOWN, INDIANA,
a municipality and a political subdivision organized
and existing under the laws of the State of Indiana

By _____

Printed: _____

Its: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of the Town of Whitestown, Indiana, a municipality and political subdivision organized and existing under the laws of the State of Indiana, who, after having been duly sworn, acknowledged the execution of the foregoing Written Consent for and on behalf of said Town.

WITNESS, my hand and Notarial Seal this _____ day of January, 2021.

(_____) Notary Public

My Commission Expires:

My County of Residence:

[SIGNATURE PAGE TO WITNESS OF WRITTEN CONSENT OF GRANTEE]

EXECUTED AND DELIVERED in my presence:

WITNESS:

By: _____

Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, being known or proved to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by _____, the _____ of the Town of Whitestown, Indiana, a municipality and political subdivision organized and existing under the laws of the State of Indiana, in the foregoing witness' presence.

WITNESS, my hand and Notarial Seal this ____ day of January, 2021.

() Notary Public

My Commission Expires:

My County of Residence:

This instrument prepared by, and return to after recording: Timothy D. Schuster, Attorney at Law, Wooden & McLaughlin, LLP, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204. 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. [Timothy D. Schuster]

Exhibit A

Easement Area

A part of the Northwest Quarter of Section 7, Township 17 North, Range 2 East, in Boone County, Indiana, being described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 7, Township 17 North, Range 2 East; thence North 88 degrees, 52 minutes, 50 seconds West along the North line of the Quarter Section a distance of 247.46 feet to the eastern R.O.W. line of U.S. 52 (Indianapolis Road), thence following said R.O.W. line for a distance of 102.89 feet, thence South 88 degrees, 52 minutes, 50 seconds East a distance of 165.31 feet, to the Point of Beginning, thence South 88 degrees, 52 minutes, 50 second East a distance of 16.14 feet, thence South 88 degrees, 38 minutes, 40 seconds East a distance of 1031.63 feet to the Southwest limited access right-of-way line of Interstate Highway No. 65, thence South 31 degrees, 58 minutes, 10 seconds East 484.96 feet along said right-of-way line to the West right-of-way line of County Road 650 East, thence South 0 degrees, 36 minutes, 35 seconds West 80.00 feet, thence North 89 degrees, 23 minutes, 25 seconds West a distance of 30 feet, thence North 0 degrees, 36 minutes, 35 seconds East a distance of 89.80 feet, thence North 31 degrees, 58 minutes, 10 seconds West 449.76 feet, thence North 88 degrees, 38 minutes, 40 seconds West 1020.37 feet, thence North 88 degrees, 52 minutes, 50 seconds West 16.61 feet, thence North 1 degree, 7 minutes, 10 seconds East 20.00 feet to the Point of Beginning, containing 0.75 acres, more or less.

Subject to all existing legal rights-of-way and easements of record.

Exhibit B

Real Estate

A part of the Northwest Quarter of Section 7, Township 17 North, Range 2 East of the Second Principal Meridian in Eagle Township, Boone County, Indiana, based upon a survey by James M. Fazekas, PS 20600029, SEA Group Job #C18-4464 recorded as Instrument Number 20190007769 in the Office of the Recorder of Boone County, Indiana, described as follows:

COMMENCING at the Northeast corner of said Quarter Section, said corner marked by a Harrison Monument; thence North 89 degrees 59 minutes 55 seconds West (grid bearing based upon Indiana State Plane - West Zone, NAD83, 2011, EPOCH 2010.0000) along the North line of said Quarter Section a distance of 337.30 feet to the Southwest right-of-way line of Interstate 65 as described in Deed Book 166, Page 506 in said Recorder's Office to the POINT OF BEGINNING; thence South 33 degrees 10 minutes 16 seconds East along said Southwest right-of-way line a distance of 178.76 feet to the Northwest corner of a 15.67-acre tract of land described in Instrument Number 2020009207 in said Recorder's Office; thence South 47 degrees 53 minutes 39 seconds West along the Northwesterly line of said tract a distance of 719.85 feet; thence North 41 degrees 57 minutes 52 seconds West a distance of 82.71 feet; thence South 48 degrees 06 minutes 27 seconds West a distance of 40.98 feet; thence North 41 degrees 59 minutes 52 seconds West a distance of 145.47 feet; thence North 46 degrees 48 minutes 10 seconds West a distance of 99.62 feet; thence South 48 degrees 00 minutes 00 seconds West a distance of 40.38 feet; thence South 31 degrees 36 minutes 43 seconds West a distance of 81.96 feet to the apparent Northeast right-of-way of Indianapolis Road; thence South 41 degrees 34 minutes 55 seconds East along said apparent right-of-way a distance of 98.56 feet to a point on a tangent curve to the left having a radius of 42921.83 feet; thence Southeasterly along said apparent right-of-way and curve an arc distance of 206.19 feet being subtended by a long chord having a bearing of South 43 degrees 02 minutes 14 seconds East and a chord length of 206.19 feet to the Northwesterly line of said 15.67-acre tract; thence South 47 degrees 53 minutes 39 seconds West along the Northwesterly line of said tract a distance of 53.47 feet to the centerline of Indianapolis Road; thence North 43 degrees 07 minutes 34 seconds West along the centerline of Indianapolis Road a distance of 440.41 feet; thence North 40 degrees 35 minutes 41 seconds West a distance of 344.17 feet; thence North 49 degrees 24 minutes 19 seconds East a distance of 62.96 feet; thence South 89 degrees 31 minutes 54 seconds East a distance of 92.00 feet; thence North 00 degrees 28 minutes 06 seconds East a distance of 84.50 feet; thence North 89 degrees 31 minutes 54 seconds West a distance of 118.00 feet; thence South 49 degrees 24 minutes 19 seconds West a distance of 98.86 feet to the centerline of Indianapolis Road; thence North 40 degrees 35 minutes 41 seconds West along the centerline of Indianapolis Road a distance of 177.61 feet to the North line of said Quarter Section; thence South 89 degrees 59 minutes 53 seconds East along the North line of said Quarter Section a distance of 1291.68 feet to the POINT OF BEGINNING, containing 12.23 acres, more or less.