

**ORDINANCE NO. 101023E**

**ORDINANCE VACATING SANITARY SEWER EASEMENT**

**WHEREAS**, as the Town Council of the Town of McCordsville, Indiana, acting as the McCordsville Sewer Utility Board, has determined that it is in the best interest of the management of a sanitary sewer easement within McCordsville, Indiana to vacate a public way pursuant to I.C. 36-7-3-12; and

**WHEREAS**, notice of a public hearing to be had upon the request to vacate a public way was given as prescribed by law, including publication in the Greenfield Daily Reporter; and

**WHEREAS**, on November 14, 2023, said public hearing was properly held and all interested persons were given the opportunity to participate.

**THEREFORE BE IT ORDAINED** by the Town Council of the Town of McCordsville, Indiana that:

**SECTION I**

The real estate described on Instrument 040010611, attached hereto and incorporated by reference herein, is vacated and ownership thereof shall be equally divided between all adjoining landowners.

**SECTION II**

The Clerk-Treasurer shall furnish a copy of this ordinance to the Hancock County Auditor and the Hancock County Recorder.

**SECTION III**

This Ordinance shall be in full force and effect from and after its passage and due publication according to law.

**SECTION IV**

Introduced and filed on the 10th day of October, 2023. A motion to consider on first reading on the day of introduction was offered and sustained by a vote of    in favor and    opposed pursuant to LC. 36-5-2-9.8.

Duly ordained and passed this        day of                     , 2023 by the Town Council of the Town of McCordsville, Hancock County, Indiana, having been passed by a vote of        in favor and        opposed.

**TOWN OF MCCORDSVILLE, INDIANA, BY ITS TOWN COUNCIL**

Voting Affirmative:

\_\_\_\_\_  
Gregory J. Brewer

\_\_\_\_\_  
Larry J. Longman

\_\_\_\_\_  
Branden D. Williams

\_\_\_\_\_  
Bryan Burney

\_\_\_\_\_  
Scott Jones

ATTEST:

\_\_\_\_\_  
Stephanie Crider, Clerk-Treasurer

Voting Opposed:

\_\_\_\_\_  
Gregory J. Brewer

\_\_\_\_\_  
Larry J. Longman

\_\_\_\_\_  
Branden D. Williams

\_\_\_\_\_  
Bryan Burney

\_\_\_\_\_  
Scott Jones

This instrument was prepared by Gregg H. Morelock, BRAND & MORELOCK, 6 West South Street, Greenfield, IN 46140.

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. Gregg H. Morelock.

**GRANT OF PERMANENT AND TEMPORARY RIGHT-OF-WAY EASEMENT**

This indenture made this 14 day of July, 2004, by and between Broadview Farm, Inc., an Indiana Corporation, of Hancock County, McCordsville, Indiana, hereinafter called "Grantor", and Mt. Vernon Community School Corporation of Hancock County, Fortville, Indiana, and the Town of McCordsville of Hancock County, Indiana, Hereinafter called "Grantees".

**WITNESSETH:**

That for and in consideration of the mutual covenants herein set forth and One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor for itself, its successors and assigns do hereby grant to the Grantees, their Grantees, successors and assigns, forever, a perpetual right-of-way and sub-surface sanitary sewer easement, which legal description of the easement is attached hereto and made a part hereof and marked as "Exhibit A", and a temporary right-of-way and temporary easement during the period of construction, for the purpose of construction, installing, maintaining, inspecting, servicing, operating, and repairing, when necessary, the sub-surface sanitary sewer, under the direction and supervision of the Town of McCordsville, which legal description of the temporary easement is attached hereto and made a part hereof and marked as "Exhibit A", upon and across the following described real estate located in the Town of McCordsville, Hancock County, Indiana:

A part of the Northeast Quarter of Section 35, Township 17 North, Range 5 East, in Hancock County, Indiana, more particularly described as follows, to-wit:

Starting at the Northeast corner of the Northeast Quarter of Section 35, Township 17 North, Range 5 East, and running thence South on the East line of said Section 40 rods; thence West parallel with the North line of said Section 106 2/3 rods; thence North Parallel with the East line of said Section to the North line of said Section; thence East on and along the North line of said Section to the place of beginning.

ALSO

The East Half of the Southeast Quarter of Section 26, Township 17 North, Range 5 East, 80 acres more or less,

EXCEPT

A part of the East Half of the Southeast Quarter of Section 26, Township 17 North, Range 5 East, described as follows:

McCordsville

Beginning at the Northeast corner of the East Half of the Southeast Quarter Section; thence West on the North line thereof 492 feet; thence South parallel with the East line of the Southeast Quarter 120.6 feet; thence West parallel with the North line thereof 114.8 feet; thence North parallel with the East line of the Southeast Quarter Section 120.6 feet to the North line thereof; thence West on said North line 135.8 feet; thence South parallel with the East line of the Southeast Quarter Section 821.25 feet; thence East parallel with the North line thereof 127. 7 feet; thence North 2 degrees 00 minutes West 241 feet; thence East 623 feet to a point on the East line of the Southeast Quarter Section 574 feet South of the place of beginning; thence North 574 feet to the place of beginning, containing 10.21 acres, more or less.

#### EXCEPT

A part of the East Half of the Southeast Quarter of Section 26, and a part of the Northeast Quarter of Section 35, all in Township 17 North, Range 5 East, Hancock County, Indiana, described as follows:

Beginning at a point on the North line of said Section 35, South 89 degrees 56 minutes, 30seconds West 20.00 feet from the Northeast corner of said Section 35, which point of beginning is on the West boundary of County Road 600 West; thence South 00 degrees 24 minutes 05 seconds West 645.74 feet along the boundary of said County Road 600 West to the South line of the owner's land; thence South 89 degrees 12 minutes 42 seconds West 10.00 feet along said South line; thence North 0 degrees 24 minutes 05 seconds East 383.28 feet; thence North 3 degrees 27 minutes 40 seconds West 100.12 feet; thence North 0 degrees 17 minutes 31 seconds East 299.85 feet; thence North 3 degrees 01 minutes 28 seconds East 100.12 feet; thence North 0 degrees 09 minutes 43 seconds East 1,300.00 feet; thence North 2 degrees 42 minutes 02 seconds West 100.12 feet; thence North 0 degrees 09 minutes 43 seconds East 413.58 feet to a South line of the 10.21 acre tract described in Instrument Number 76-6010; thence South 89 degrees 50 minutes 17 seconds East 15.00 feet along the South line to the West boundary of County Road 600 West; thence South 0 degrees 09 minutes 42 seconds West 2,050.83 feet along the boundary of said County Road 600 West to the point of beginning and containing 0.556 acres, more or less, in said Section 26, and containing 0.163 acres, more or less, in Section 35; and containing in all 0.719 acres, more or less.

The above described real estate of the Grantor is reflected in the records of the Recorder of Hancock County, State of Indiana, under instrument number 76-6010.

It is stipulated and agreed that the Grantees, their agents, servants, employees, contractors and subcontractors shall have the right to enter upon said permanent right-of-way and easement, as specifically described above, for purposes of inspecting, maintaining, servicing, operating and repairing said sub-surface sanitary sewer, and to make such alteration and improvements in the facilities thereof as may be necessary or useful, and to remove from the extent of the right-of-

way any encroaching trees, or other obstructions to the free and unobstructed use of such easement, except the planting of normal farm crops or grass, and shall have the right of ingress and egress only over adjoining premises and lands necessary, and only for temporary periods, and shall not otherwise enter upon lands adjoining said easement.

It is further stipulated and agreed that the Grantees, their agents, servants, employees, contractors and subcontractors shall have the right to enter upon said temporary right-of-way and easement, as specifically described above, for purposes of construction, installing, inspecting, servicing, and repairing said sub-surface sanitary sewer during the construction.

Grantees covenant that, in the construction and maintenance of said sub-surface sanitary sewer easement, over and across said tract of land in which perpetual easement is hereby granted, it will restore the area disturbed by its work to as near the original condition as is practicable, which includes retaining or replacing the topsoil with the same or equal quality soil, or the re-planting of grass, and reimbursing the Grantor for any crop loss located thereon at the rate of four hundred dollars (\$400.00) per acre of lost crop, which is the result of the use by the Grantees of the easement.

Grantor herein covenants for itself, its Grantees, successors and assigns that it will not erect or maintain any building or other structure or obstruction, other than farm fence, on or over said easement, except by express permission from the Grantees, in writing, and when in writing and recorded shall run with the real estate.

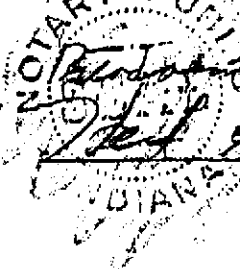
Diagram maps showing the route, course and distances through the above premises and the width of right-of-way are attached hereto and made a part of this indenture by reference as "Exhibit A" and "Exhibit B".

Grantor hereby covenants that it is the Owner in fee simple of said real estate, and is lawfully seized thereof and has good title to, and has granted its undersigned officers the authority to grant the foregoing easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its respective hand and seal the day and year first written above.

Broadview Farm, Inc.

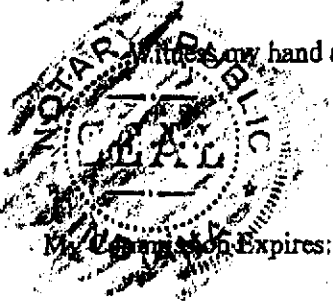
Attest:

 *Otis J. Smith*  
President

*Robert Larry Vail*  
Secretary

State of Indiana       )  
                                  ) SS:  
County of Hancock    )

On this 14 day of July, 2004, before the undersigned, a Notary Public, in and for said County and State, personally appeared Howard E. Vail, President and Robert Larry Vail, Secretary of Broadview Farm, Inc., who acknowledged the execution of the above and foregoing conveyance to be their voluntary act and deed.



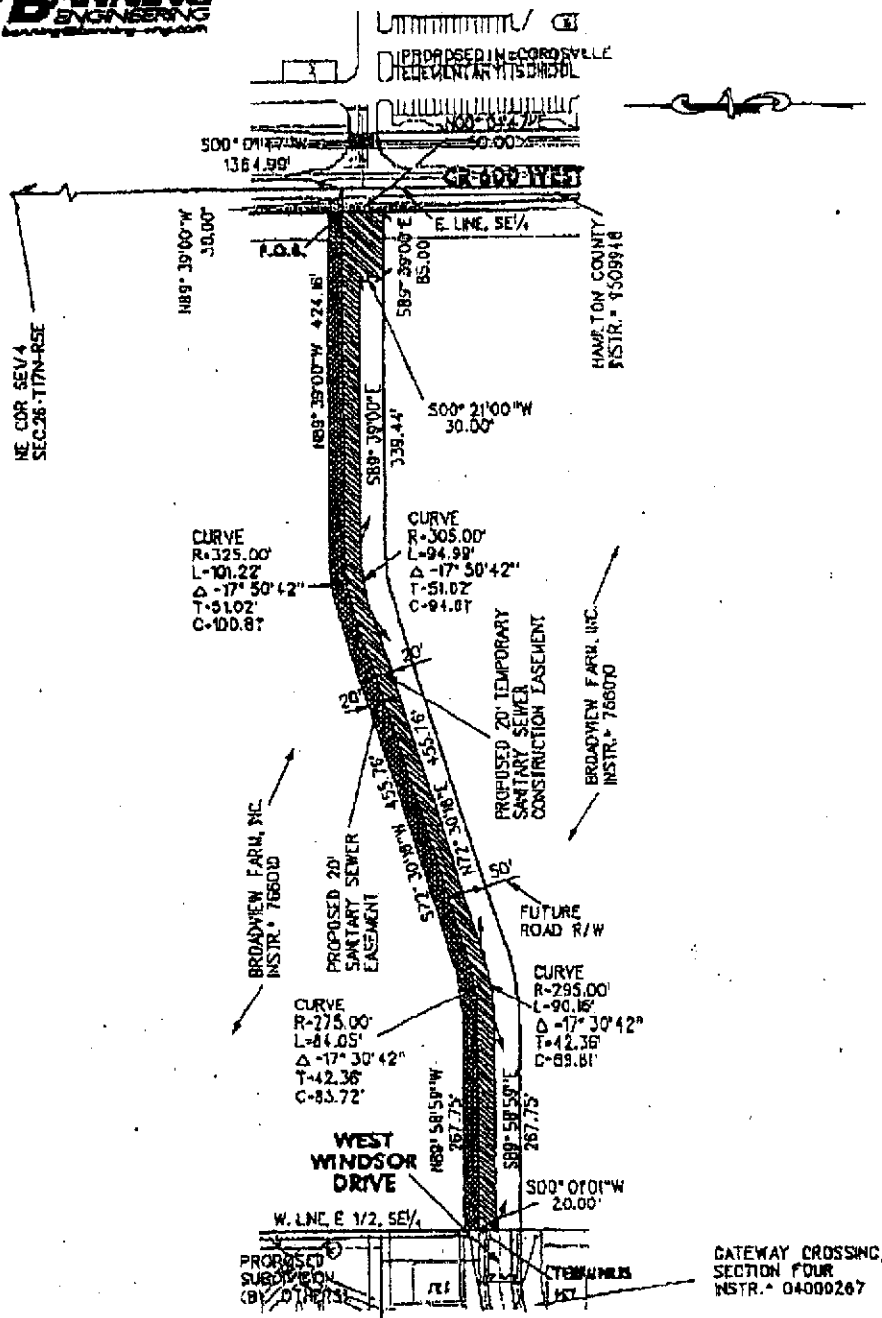
Witness my hand and Notarial Seal this 14th day of July, 2004.

Beverly A. Baugh  
Beverly A. Baugh       Notary Public

October 7, 2009

Resident of Hancock County

This Instrument prepared by Milo G. Gray, Jr., Attorney at Law, 426 West Walnut St.,  
Greenfield, Indiana 46140, Attorney No. 7268-49.



**PROPOSED SANITARY SEWER EASEMENT  
PREPARED FOR ARBOR HOMES, LLC.**

**PART OF E 1/2, SE 1/4, SEC. 26-T17N-R9E  
HANCOCK COUNTY, INDIANA  
VERNON TOWNSHIP**

Date: 07-01-04  
Job #: 02100  
Drawn By: GAF  
Checked: BLH  
Reviewed: 07-02-04  
Scale: 1"=150'

EXHIBIT 'A'

END OF DOCUMENT

**PROPOSED SANITARY SEWER EASEMENT**

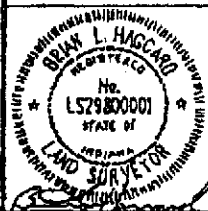
The following represents a proposed 20.00-foot sanitary sewer easement lying in the East Half of the Southeast Quarter of Section 26, Township 17 North, Range 5 East of the Second Principal Meridian, Vernon Township, Hancock County, Indiana, being a portion of the land of Broadview Farm, Inc., as recorded in Instrument Number 786010 in the office of the Recorder of Hancock County, Indiana, said easement being 20.00 feet of even width lying north of and being coincident with the following described line:

Commencing at a Hancock County Surveyor's disk found marking the northeast corner of said Southeast Quarter of Section 26; thence South 00 degrees 01 minute 47 seconds West (assumed bearing) along the east line thereof 1364.99 feet; thence North 89 degrees 39 minutes 00 seconds West 30.00 feet to the west line of the land of Hancock County, Indiana as described in Instrument Number 9509943 in said county records, said point being the POINT OF BEGINNING of this easement; thence North 89 degrees 39 minutes 00 seconds West 424.16 feet to the beginning of a tangent curve to the left having a radius of 325.00 feet and a central angle of 17 degrees 50 minutes 42 seconds; thence westerly along the arc of said curve 101.22 feet; thence South 72 degrees 30 minutes 18 seconds West 455.76 feet to the beginning of a tangent curve to the right having a radius of 275.00 feet and a central angle of 17 degrees 30 minutes 42 seconds; thence westerly along the arc of said curve 84.05 feet to a point on the easterly extension of the north right of way line of West Windsor Drive per the plat of Gateway Crossing, Section Four as per plat thereof recorded as Instrument Number 040000267, Side 152, Cabinet C in said county records; thence North 89 degrees 58 minutes 59 seconds West along said easterly extension 267.75 feet to the west line the East Half of said Southeast Quarter and the TERMINUS of this easement.

The north line of the above described easement shall be extended or shortened to begin on said west line of the land of Hancock County, Indiana, meet at the angle point intersections, and terminate on the west line of said East Half Quarter Section.

Also, a temporary construction easement lying in the East Half of the Southeast Quarter of Section 26, Township 17 North, Range 5 East of the Second Principal Meridian, Vernon Township, Hancock County, Indiana, being described as follows:

Commencing at a Hancock County Surveyor's disk found marking the northeast corner of said Southeast Quarter of Section 26; thence South 00 degrees 01 minute 47 seconds West (assumed bearing) along the east line thereof 1364.99 feet; thence North 89 degrees 39 minutes 00 seconds West 30.00 feet to the west line of the land of Hancock County, Indiana as described in Instrument Number 9509943 in said county records, said point being the POINT OF BEGINNING of this easement; thence North 89 degrees 39 minutes 00 seconds West 424.16 feet to the beginning of a tangent curve to the left having a radius of 325.00 feet and a central angle of 17 degrees 50 minutes 42 seconds; thence westerly along the arc of said curve 101.22 feet; thence South 72 degrees 30 minutes 18 seconds West 455.76 feet to the beginning of a tangent curve to the right having a radius of 275.00 feet and a central angle of 17 degrees 30 minutes 42 seconds; thence westerly along the arc of said curve 84.05 feet to a point on the easterly extension of the north right of way line of West Windsor Drive per the plat of Gateway Crossing, Section Four as per plat thereof recorded as Instrument Number 040000267, Side 152, Cabinet C in said county records; thence North 89 degrees 58 minutes 59 seconds West along said easterly extension 267.75 feet to the west line the East Half of said Southeast Quarter; thence South 00 degrees 01 minute 01 second West 20.00 feet; thence South 89 degrees 58 minutes 59 seconds East 267.75 feet to the beginning of a tangent curve to the left having a radius of 285.00 feet and a central angle of 17 degrees 30 minutes 42 seconds; thence easterly along the arc of said curve of 90.16 feet; thence North 72 degrees 30 minutes 18 seconds East 455.76 feet to the beginning of a tangent curve to the right having a radius of 305.00 feet and a central angle of 17 degrees 50 minutes 42 seconds; thence easterly along the arc of said curve of 94.89 feet; thence South 89 degrees 39 minutes 00 seconds East 339.44 feet; thence South 00 degrees 21 minutes 00 seconds West 30.00 feet; thence South 89 degrees 39 minutes 00 seconds East 65.00 feet to the west line of said land of Hancock County, Indiana; thence North 00 degrees 01 minutes 47 seconds East along said west line 50.00 feet to the POINT OF BEGINNING.



**PROPOSED SANITARY SEWER EASEMENT**  
**PREPARED FOR ARBOR HOMES, LLC.**

**PART OF E 1/2, SE 1/4, SEC. 26-T17N-R5E**  
**HANCOCK COUNTY, INDIANA**  
**VERNON TOWNSHIP**

Date: 07-01-04  
Job #: 02100  
Drawn By: QAF  
Checked: BLH  
Reviewed: 07-02-04  
Scale: N/A