

RESOLUTION NO. 2024- 1  
OF THE BOARD OF FIRE TRUSTEES  
OF THE GEORGETOWN TOWNSHIP FIRE PROTECTION DISTRICT  
FLOYD COUNTY, INDIANA

RESOLUTION GRANTING AUTHORITY FOR DEED OF PERMANENT EASEMENT

WHEREAS, the Georgetown Township Fire Protection District (the “**District**”) is the owner of that certain real property located in Floyd County, State of Indiana, legally described as follows:

Lot No. Two (2) of the Maplewood Station Business Park, Plat No.  
Nine Hundred Seventy-eight (978) of the Floyd County, Indiana  
Records.

(the “**Real Property**”) which has a common address of 5610 Corydon Ridge Road, Georgetown, Indiana, and upon which is situated the District’s Fire Station No. 2;

WHEREAS, the Town of Georgetown, Indiana, an Indiana municipal government unit (the “**Town**”), has requested the Board of Fire Trustees (the “**Board**”) of the District, to grant the Town a permanent easement across a portion of the Real Property for the purpose of placing and constructing sewer lines and a lift station within the easement area shown on the attached Exhibit A (the “**Easement Area**”);

WHEREAS, Indiana Code Chapter 36-1-7 contemplates interlocal cooperation between political subdivisions of the State of Indiana and Indiana Code Section 36-1-11-8 provides for the exchange of property between governmental entities on agreed upon terms;

WHEREAS, the Town has approved and tendered to the District for consideration the Deed of Permanent Easement attached hereto as Exhibit B, including the exhibits attached thereto, which contains the grant of permanent easement rights as described therein (collectively, the “**Easement**”), which it requests the District to grant for the purposes stated above; and

WHEREAS, the Board finds that the public benefits that would result from the District granting the Easement as requested over the Easement Area are sufficient consideration under the circumstances.

NOW, THEREFORE, BE IT:

RESOLVED, that the Board hereby approves and authorizes the District to grant the Easement over the Easement Area; and

RESOLVED, FURTHER, that the Board Chairman is authorized to execute the Deed of Permanent Easement, in substantially the same form as attached hereto as Exhibit B, for no compensation or a nominal fee.

Adopted by the Board of Fire Trustees of the Georgetown Township Fire Protection District in a public meeting on this 17 day of JAN, 2024.

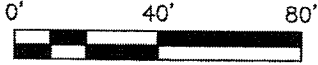
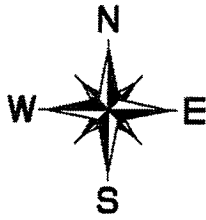
NAY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AYE  
*W. L. Moody*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Edward Thomas*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit A

[Drawing of Easement Area]



NORTH AND ALL BEARINGS SHOWN HEREON ARE BASED ON NAD 1983, INDIANA EAST ZONE, STATE PLANE COORDINATES AS DERIVED FROM GPS CONTROL AND OBSERVATIONS.

## LEGEND

These standard symbols will be found in the drawing unless otherwise noted.

P.O.C. POINT OF COMMENCEMENT

T.P.O.B. TRUE POINT OF BEGINNING

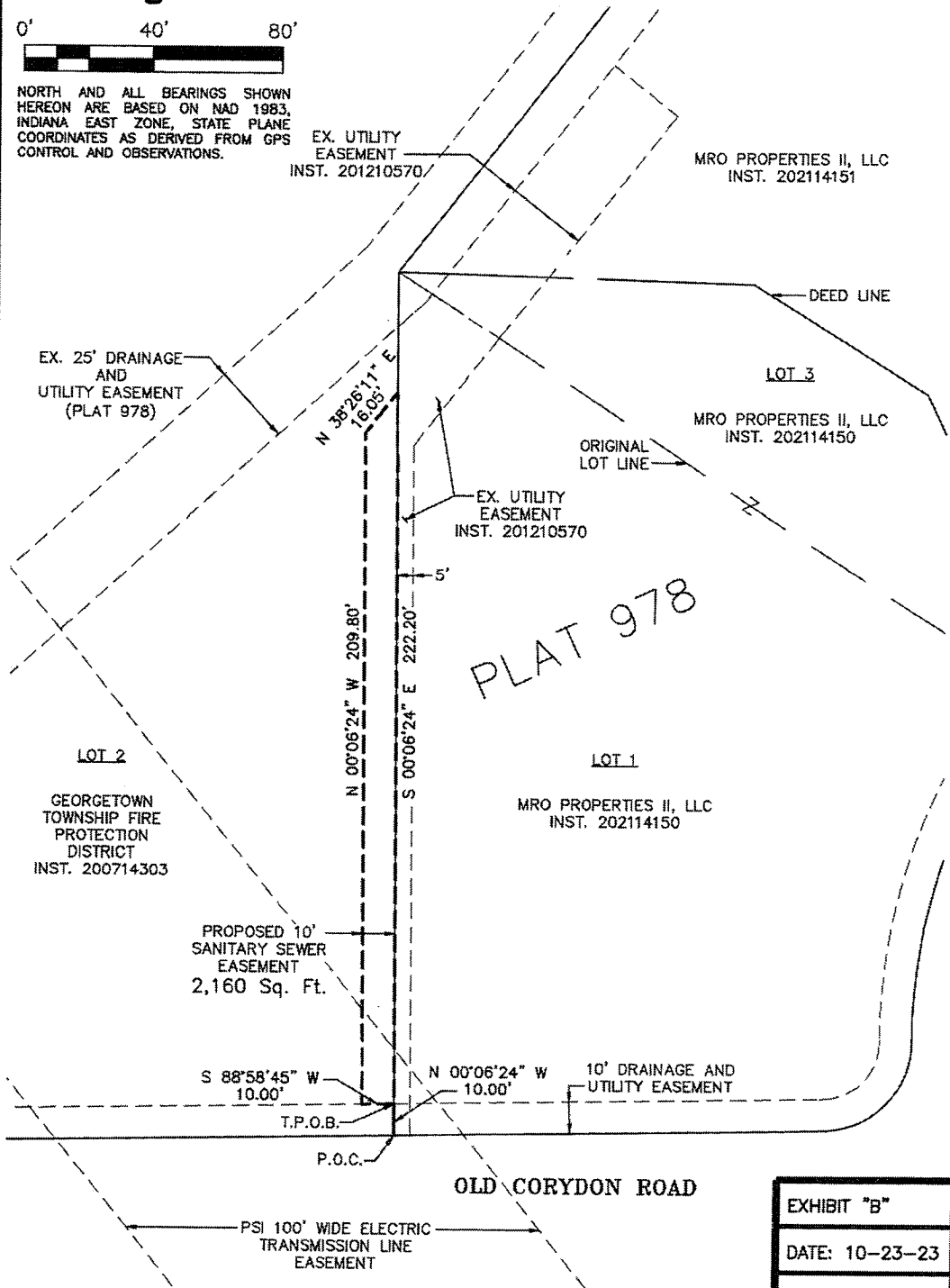


EXHIBIT "B"
DATE: 10-23-23
DRAWN: KALC
JOB#: 23-28-A
DWG#: 23-28-A
SHEET: 2 OF 2

CLIENT: TOWN OF GEORGETOWN, INDIANA	TITLE HOLDER: GEORGETOWN TOWNSHIP FIRE PROTECTION DISTRICT
---	--



**HART'S**  
SURVEYING &  
ENGINEERING LLC

958 WATER STREET, CHARLESTOWN, IN • PHONE: 812-256-7781

EXHIBIT AND DESCRIPTION OF A SANITARY SEWER EASEMENT BEING A PART OF LOT 2 OF MAPLEWOOD STATION BUSINESS PARK (PLAT 978), FLOYD COUNTY, INDIANA.

Exhibit B

[Form of Deed of Permanent Easement]

**AGREEMENT FOR THE GRANT**  
**OF PERMANENT SANITARY SEWER AND ACCESS EASEMENT**

This Agreement for the Grant of Permanent Sanitary Sewer and Access Easement (this "Agreement") is entered into this \_\_\_\_\_ day of March \_\_\_\_, 2024 (the "Effective Date"), by and between **Georgetown Township Fire Protection District** (the "Owner"), an Indiana municipal corporation, with its principal office located at 5610 Corydon Ridge Rd Georgetown, IN 47122, and the **Town of Georgetown, Indiana** (the "Town"), a municipal government unit duly organized and existing under the laws of the State of Indiana, with its principal office located at 9111 State Road 64, PO Box 127, Georgetown, IN 47122.

RECITALS

WHEREAS, the Owner owns certain real estate located at 5610 Corydon Ridge Rd, Georgetown, Floyd County, Indiana, by virtue of a Quit-Claim Deed dated March 3, 2007, and recorded as Instrument No. 200714303 in the records of the Office of the Floyd County Recorder; Parcel No. 22-02-00-100-278.000-002 (the "Property"); and

WHEREAS, the Town desires to abandon and demolish existing sanitary sewer improvements and to construct new sanitary sewer improvements, specifically the Maplewood Business Park Lift Station (the "Project"); and

WHEREAS, the Owner has agreed to convey permanent sanitary sewer and access easements over a portion of the Property to facilitate the construction of the Project, and the parties now make this Agreement in order to memorialize the terms and conditions of the grant the easement set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Easement; Description of the Easement Area.** The Owner hereby grants to the Town and its employees, agents, and contractors, a permanent sanitary sewer and access easement over real estate located within the Property in Floyd County, Indiana, that is more particularly described in the Description of 10' Wide Sanitary Sewer Easement and depicted in the corresponding drawing prepared by Hart's Surveying & Engineering, LLC on December 1, 2023 (the "Easement Area"), both of which are attached hereto as Exhibits "A" and "B" respectively.

2. **Use of Easements.** The easement conveyed by this instrument may be used by the Town to enter along, over, and upon the Easement Area to construct, repair, relocate, service and maintain said sewer lines, sewer lift station and appurtenances, at will, and to make such alterations and improvements within the Easement Area as may be necessary or useful, and to remove from the Easement Area any encroaching trees, buildings, or other obstruction to the free and unobstructed use of the Easement Area, and for all purposes related to constructing, maintaining, repairing, and replacing the Project. The Owner also grants for public use the sewer lines, sewer lift station and appurtenances thereto.
3. **Term.** The term of this Agreement shall commence as of the Effective Date.
4. **Consideration.** The parties agree that the value and benefit of the Project, and the use and benefit of use thereof, is sufficient and valuable consideration to grant the easement. No further consideration is necessary or warranted herein.
5. **Owner Representations.** Owner represents and warrants as follows:
  - a) Grantor is not aware of any claims of ownership to the Property or encumbrances against the Property.
  - b) Owner is legally authorized and permitted to enter into this Agreement and to carry out and perform all covenants to be performed by it hereunder.
  - c) Owner is not a "foreign person" as that term is defined in Section 1445 of the Internal Code of 1986, as amended.
  - d) Owner has not used the services of any real estate broker in this transaction and no broker fees or commissions are owed to any party as a result of the transactions contemplated herein.
6. **Limitation of Warranties.** Grantor acquired the Property by Quit-Claim Deed and thus, makes no warranties of title with respect to the Property. This Agreement is made subject to all applicable easements, rights of way, restrictions and agreements of record. Except as Expressly set forth herein, Owner makes no representations or warranties of any character, express or implied, concerning the Property or the Easement Area, including the fitness of the Easement Area for the Project. The Town is acquiring the Easement Area AS-IS, WHERE-IS.
7. **Covenants and Authorizations.**
  - a) The Owner authorizes the Town and its employees, agents, and contractors to enter on, across, portions of the Property adjacent to the Easement Area as reasonably necessary for construction and maintenance purposes related to the Town's use of the Easement Area, provided that any such access shall be temporary, and coordinated in advance with the Owner so as not to impede the Owner's emergency response capabilities and activities, and without doing damage to such adjoining lands, and the

Town and its employees, agents, and contractors shall not otherwise enter upon the Property outside of the Easement Area.

- b) The Town covenants to perform any construction or other work related to the Project within the Easement Area in an expeditious and workmanlike manner and using first-class materials and in accordance with all applicable laws, rules, ordinances and regulations. The Town agrees that any existing utility lines located within the Easement Area shall be field located and protected so that there is no interruption whatsoever of the utility services provided by such lines as a result of the Town's activities. Promptly after construction, the Town will at its sole expense restore the Easement Area, and any previously existing improvements therein, to substantially the same condition as existed immediately prior to the commencement of the activity.
  - c) The Town covenants to maintain the sanitary sewer improvements in accordance with generally accepted standards utilized by public utilities in the area of Floyd County, Indiana, at its sole cost and expense.
  - d) In the event any mechanic's lien is filed against the Property in connection with the Project or any other work performed by or for the Town in the Easement Area, the Town covenants to promptly take such action as is necessary to have the lien discharged of record.
  - e) Owner covenants not to erect or maintain any buildings, improvements, structures or other obstructions on, over, or under the Easement Area without the prior written consent of the Town.
8. **Binding Effect.** The easements granted herein, and the rights and obligations set forth herein, shall run with the Property and be binding upon and inure to the benefit of the Owner and the Town and their respective transferees, successors, and assigns.
  9. **Authority of Signatories.** The individuals executing this Agreement represent that they are duly authorized to do so on behalf of the respective parties hereto.
  10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

The undersigned preparer of this instrument has prepared this document from information provided by the client. No title search has been done nor title opinion given in connection with this Easement.

*[The remainder of this page intentionally left blank. Signature pages follow.]*



IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as the duly authorized representative of the Owner as of date first set forth above.

*For the "Owner":*

**GEORGETOWN TOWNSHIP FIRE  
PROTECTION DISTRICT**

By: \_\_\_\_\_  
Michael L. Moody, Jr., Chairman

**STATE OF INDIANA,**

**COUNTY OF \_\_\_\_\_**

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael L. Moody, Jr., in his capacity as the Chairman of the Board of Fire Trustee for the Georgetown Township Fire Protection District, who acknowledged the execution of the foregoing Agreement for the Grant of Permanent Sanitary Sewer and Access Easement to be his voluntary act and deed for the uses and purposes stated therein.

WITNESS my hand a Notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Notary Public

\_\_\_\_\_ Typed Name

Commission expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County, Indiana

IN WITNESS WHEREOF this Agreement has been executed by the undersigned as the duly authorized representative of the Town as of date first set forth above.. The Town Council President has the authority to sign on behalf of the Town of Georgetown, Indiana.

*For the "Town":*

**TOWN OF GEORGETOWN, INDIANA**

BY: \_\_\_\_\_  
TOWN COUNCIL PRESIDENT

**STATE OF INDIANA,**

**COUNTY OF \_\_\_\_\_**

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chris Loop, President of Georgetown Town Council, who acknowledged the execution of the foregoing Agreement for the Grant of Permanent Sanitary Sewer and Access Easement to be his voluntary act and deed for the uses and purposes stated therein.

WITNESS my hand a Notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Notary Public

\_\_\_\_\_ Typed Name

Commission expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County, Indiana

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
KRISTI L. FOX, #31021-22  
FOX LAW OFFICES, LLC  
409 BANK STREET  
NEW ALBANY, IN 47150  
812-944-2500  
*kfox@thefoxlawoffices.com*

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.

BY: \_\_\_\_\_  
Kristi L. Fox

DESCRIPTION OF 10' WIDE SANITARY SEWER EASEMENT

That part of Lot 2 of Maplewood Station Business Park (Plat 978), Town of Georgetown, Floyd County, Indiana being further described as follows:

Commencing at the southeast corner of said Lot 2; Thence along the line dividing Lots 1 and 2, North 00 degrees 06 minutes 24 seconds West, 10.00 feet to the north line of an existing 10 foot drainage and utility easement (Plat 978), the True Point of Beginning;

Thence along said north line, South 88 degrees 58 minutes 45 seconds West, 10.00 feet; Thence North 00 degrees 06 minutes 24 seconds West, 209.80 feet; Thence North 38 degrees 26 minutes 11 seconds East, 16.05 feet; Thence South 00 degrees 06 minutes 24 seconds East, 222.20 feet to The True Point of Beginning.

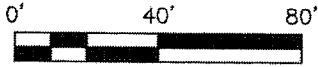
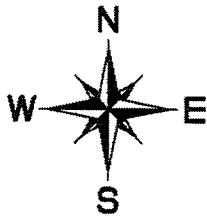
The above-described easement contains 2,160 square feet.

NOTES

THIS EXHIBIT DOES NOT REPRESENT AN ORIGINAL SURVEY, RETRACEMENT SURVEY, ROUTE SURVEY OR SURVEYOR'S LOCATION REPORT AND SHOULD NOT BE RELIED UPON AS SUCH. INFORMATION SHOWN HEREON REPRESENTING BEARINGS AND DISTANCES IS BASED ON A LIMITED FIELD SURVEY AND DEED INFORMATION.

NEITHER ABSTRACT OF TITLE NOR TITLE COMMITMENT WAS PROVIDED TO HART'S SURVEYING & ENGINEERING, LLC FOR THE PREPARATION OF THIS EXHIBIT. A TITLE COMMITMENT MAY REVEAL EASEMENTS, ENCUMBRANCES, RESTRICTIONS OR RIGHTS OF OTHERS NOT SHOWN HEREON.

CLIENT: TOWN OF GEORGETOWN, INDIANA	TITLE HOLDER: GEORGETOWN TOWNSHIP FIRE PROTECTION DISTRICT	 <b>HART'S</b> SURVEYING & ENGINEERING LLC <small>958 WATER STREET, CHARLESTOWN, IN • PHONE: 812-256-7781</small>	EXHIBIT "A"
EXHIBIT AND DESCRIPTION OF A SANITARY SEWER EASEMENT BEING A PART OF LOT 2 OF MAPLEWOOD STATION BUSINESS PARK (PLAT 978), FLOYD COUNTY, INDIANA.			DATE: 10-23-23
			DRAWN: KALC
			JOB#: 23-28-A
			DWG#: 23-28-A
			SHEET: 1 OF 2



NORTH AND ALL BEARINGS SHOWN HEREON ARE BASED ON NAD 1983, INDIANA EAST ZONE, STATE PLANE COORDINATES AS DERIVED FROM GPS CONTROL AND OBSERVATIONS.

## LEGEND

These standard symbols will be found in the drawing unless otherwise noted.

P.O.C. POINT OF COMMENCEMENT

T.P.O.B. TRUE POINT OF BEGINNING

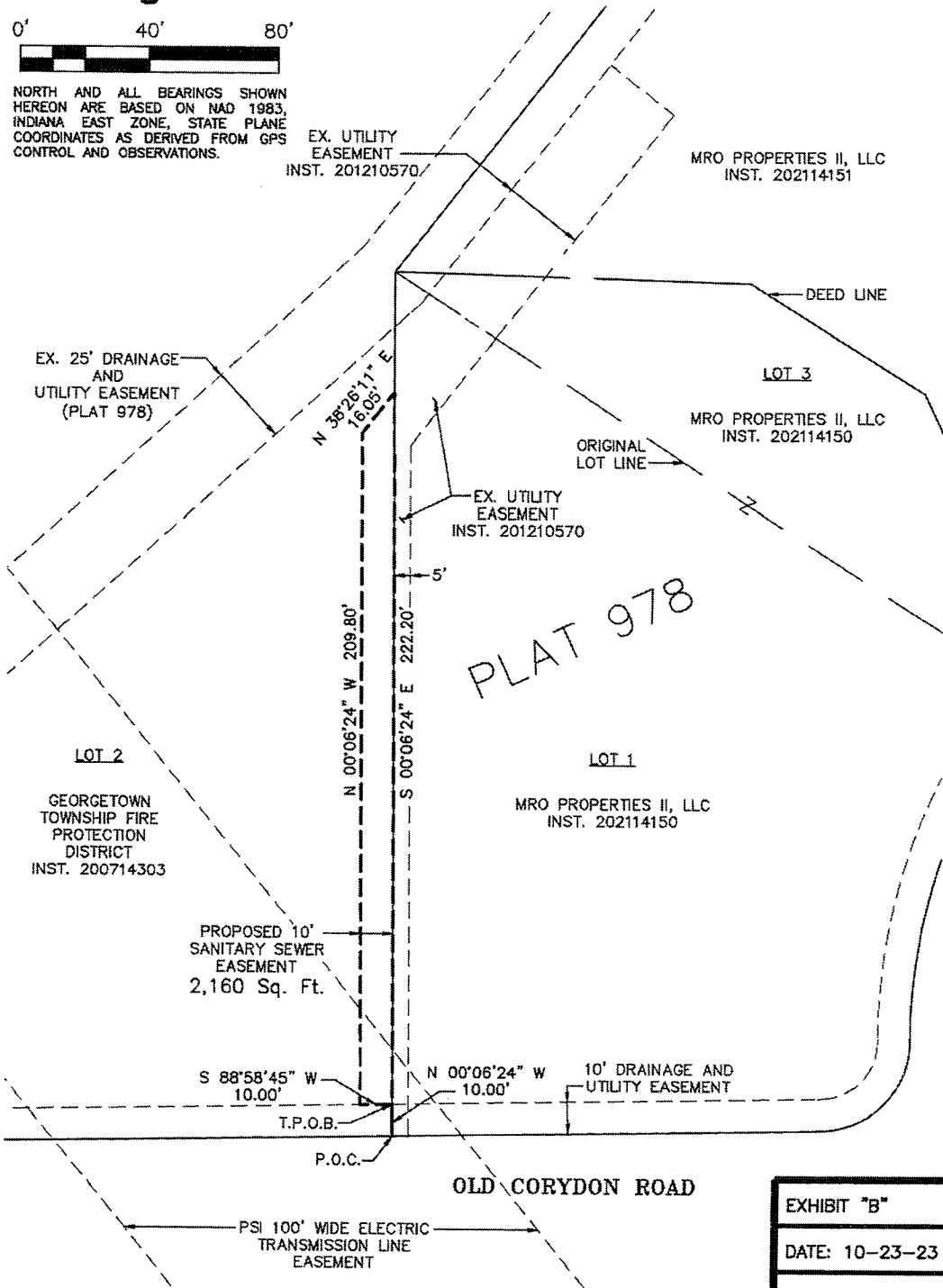


EXHIBIT "B"

DATE: 10-23-23

DRAWN: KALC

JOB#: 23-28-A

DWG#: 23-28-A

SHEET: 2 OF 2

CLIENT:  
TOWN OF GEORGETOWN,  
INDIANA

TITLE HOLDER:  
GEORGETOWN TOWNSHIP  
FIRE PROTECTION DISTRICT



**HART'S**  
SURVEYING &  
ENGINEERING LLC

958 WATER STREET, CHARLESTOWN, IN • PHONE: 812-256-7781

EXHIBIT AND DESCRIPTION OF A SANITARY SEWER EASEMENT BEING A PART OF LOT 2 OF MAPLEWOOD STATION BUSINESS PARK (PLAT 978), FLOYD COUNTY, INDIANA.