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**DeFUR • VORAN**  
*Attorneys, Business Counselors and Neighbors*

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Telephone: (765) 288-3651 ♦ Facsimile: (765) 288-7068

April 16, 2015

Mr. Peter Olson, Town Manager  
Town of Yorktown  
9800 W. Smith Street  
Yorktown, IN 47396

RE: Easement for Ingress and Egress from Ronald B. Quakenbush and Phyllis E. Quakenbush  
to Town of Yorktown

Dear Pete:

Enclosed you will find a survey completed by Ashton Land Surveyors. This is a revision of the land survey which Mr. and Mrs. Quakenbush originally had prepared. We have paid the \$100.00 invoice and it will be included on our next bill to the Town.

If either you or Mr. and Mrs. Quakenbush have any questions concerning the location of the easement, do not hesitate to contact me. I provided the information to the land surveyor based upon information which I understood to be correct.

Very truly yours,

**DeFUR • VORAN LLP**

Gregory A. Huffman

GAH:jak  
Enclosure

## PERPETUAL EASEMENT FOR INGRESS AND EGRESS

Deed Record: 2004, pages 00517-18

**THIS INDENTURE WITNESSETH**, That on the \_\_\_\_\_ day of April 2015, the undersigned Ronald B. Quakenbush and Phyllis E. Quakenbush, husband and wife, of Delaware County, Indiana, hereinafter known as "Grantors," do grant a Perpetual Easement for Ingress and Egress to the Town of Yorktown, Indiana, hereinafter known as "Grantee." The property described in the easement comes from a tract shown in Deed Record 2004, page 00517-18 in the office of the Recorder of Delaware County, Indiana. The easement is more specifically shown in the land survey of Ashton Land Surveyors originally dated October 7, 2014 and revised on February 19, 2015.

The easement property is more specifically described as follows, to-wit:

A 15-foot wide ingress-egress easement in the East Half of the Southwest Quarter of Section 15, Township 20 North, Range 9 East in Yorktown, Delaware County, Indiana, being 7.5 feet each side of the following-described line:

Commencing at a nail marking the Northwest corner of the East Half of the Southwest Quarter of Section 15, Township 20 North, Range 9 East; thence South 00 degrees, 26 minutes, 55 seconds East 1,885.04 feet (assumed bearing) along the West line of the Half-Quarter Section to the point of beginning. Thence North 86 degrees, 36 minutes, 05 seconds East 34.00 feet; thence South 10 degrees, 29 minutes, 35 seconds East 306.80 feet along the centerline of said easement and terminating at the center of a 10-foot wide sewer easement, described in Deed Record 1983, pages 3693-94.

A part of Parcel No. 18-10-15-376-006.000-017

This easement is granted for good and valuable consideration, the receipt of which is hereby acknowledged. The referenced survey is attached hereto, made a part hereof and marked "Exhibit A." This conveyance is subject to any and all easements, conditions and restrictions of record.

As a further consideration of this Perpetual Easement for Ingress and Egress, the parties agree as follows:

### SECTION ONE USAGE

The usage authorized by this Perpetual Easement shall be to provide access to Grantee to a 10-foot sewer easement in favor of Town of Yorktown shown in Deed Record 1983, at pages 3693-94 in the office of the Recorder of Delaware County, Indiana. Grantee shall have the right to enter onto the easement property. The right shall include the right to transport construction equipment, material, and excavating equipment on the hereinabove-described property necessary in the repair of the sewer contained in the sewer easement.

SECTION TWO  
CONDITION OF PROPERTY

The Grantee will cause to be removed from the above-described property, any and all debris, surplus material, and construction equipment used in obtaining access to the existing sewer easement.

SECTION THREE  
MAINTENANCE AND REPAIR

Grantee, its successors and assigns, shall be responsible for the repair and maintenance of the ingress and egress easement.

SECTION FOUR  
BINDING EFFECT

This instrument and the conditions and agreements contained in this instrument shall inure to the benefit and be binding and obligatory of the heirs, executors, administrators, successors and assigns of the respective parties.

SECTION FIVE  
GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the provisions of the laws of the State of Indiana.

SECTION SIX  
PARAGRAPH HEADINGS

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and should not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

SECTION SEVEN  
ATTORNEYS FEES

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION EIGHT  
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated into this Agreement.



SECTION NINE  
MODIFICATION OF AGREEMENT

Any modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this instrument has caused it to be executed at Yorktown, Indiana on the date indicated below.

Date: April \_\_\_\_\_, 2015

\_\_\_\_\_  
Ronald B. Quakenbush

Date: April \_\_\_\_\_, 2015

\_\_\_\_\_  
Phyllis E. Quakenbush

GRANTEES

TOWN OF YORKTOWN, INDIANA

Date: April \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Peter Olson, Town Manager

GRANTOR

STATE OF INDIANA, DELAWARE COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Ronald B. Quakenbush and Phyllis E. Quakenbush, the Grantors in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary acts and deeds and who, being duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of April 2015.

My Commission Expires:  
  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
A resident of \_\_\_\_\_ County, Indiana.

STATE OF INDIANA, DELAWARE COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared Peter Olson, Town Manager for the Town of Yorktown, Indiana, the Grantee in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary acts and deeds and who, being duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of April 2015.

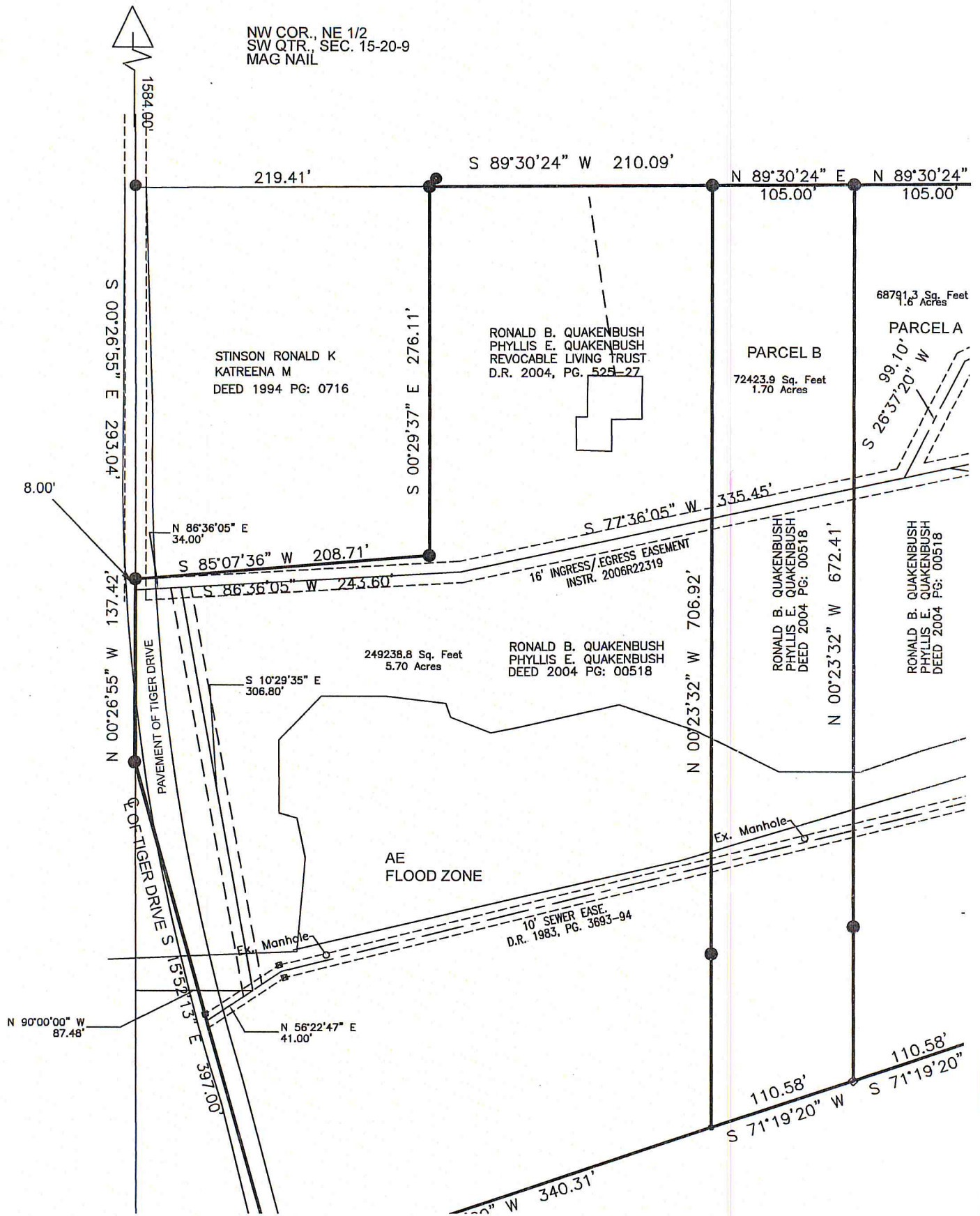
My Commission Expires:  
  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
A resident of \_\_\_\_\_ County, Indiana.

*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. - Gregory A. Huffman*

This instrument prepared by: Gregory A. Huffman, **DeFur • Voran LLP, Attorneys-at-Law**, 400 South Walnut Street – Suite 200, Muncie, IN 47305; Telephone: (765) 288-3651.

NW COR., NE 1/2  
SW QTR., SEC. 15-20-9  
MAG NAIL



A 15 foot wide ingress-egress easement in the East Half of the Southwest Quarter of Section 15, Township 20 North, Range 9 East in Yorktown, Delaware County, Indiana, being 7.5 feet each side of the following described line;  
Commencing at a nail marking the Northwest corner of the East Half of the Southwest Quarter of section 15, Township 20 North, Range 9 East; Thence South 00 degrees, 26 minutes, 55 seconds East 1885.04 feet (assumed bearing) along the West line of the Half-Quarter to the point of beginning, Thence North 86