

BE IT REMEMBERED THE HENRY COUNTY COMMISSIONERS OF HENRY COUNTY, INDIANA, met via Zoom teleconferencing in lieu of the Courthouse Circuit Courtroom, in the City of New Castle, Indiana on April 22, 2020 at 6:00 p.m. with the following members present: Kim Cronk, Ed Yanos, Ed Tarantino, Debra Walker, Henry County Auditor, and County Attorney Joel Harvey.

The meeting as opened with the Pledge and a moment of silence.

A motion was made Ed Yanos and seconded Ed Tarantino to approve the Quit Claim Deed as presented. Motion carried unanimously.

4/25

202002384 DEED \$0.00
04/24/2020 08:03:04A 9 PGS
Linda C. Winchester
Henry County Recorder IN
Recorded as Presented



**CONDITIONAL QUITCLAIM DEED AND
AGREEMENT FOR ACCESS AND UTILITY EASEMENTS**

Conditional Quitclaim Deed

THIS INDENTURE WITNESSETH, That the **Indiana Finance Authority** pursuant to I.C. 5-1.2-2-73 and I.C. 5-1.2-5-1 *et seq.*, on behalf of the State of Indiana and as the statutory successor to the Indiana State Office Building Commission ("**Grantor**") QUITCLAIMS to the **Henry County Board of Commissioners** ("**Grantee**"), for the sum of Zero Dollars (\$0.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, real estate in Henry County, in the State of Indiana, more particularly described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

("the Real Estate"), subject to (i) all easements, highways, rights-of-way, covenants, conditions, restrictions and other matters of record; (ii) all current, non-delinquent real estate taxes and assessments; and (iii) all matters that would be disclosed by an accurate survey or physical inspection of the Real Estate.

Both this conveyance and the Easements described below are being made for the express purpose of the Grantee's use of the Real Estate and Easements for a public-safety project. In the event the public-safety project is not substantially completed or is demonstrably abandoned within two (2) years of the date of execution herein, title to the Real Estate shall automatically revert to the Grantor and the Easements described below shall automatically terminate.

Agreement for Access and Utility Easements

WHEREAS, in addition to the foregoing conditional conveyance, Grantor is the owner of real estate located in Henry County, Indiana, and desires to grant access and utility easements to Grantee, and the description of the easement is reflected as "Van Nuys Road" on Exhibit B attached hereto (the "Easements");

FILED

APR 24 2020

Debra G. Walker
HENRY COUNTY AUDITOR

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WHEREAS, Grantee desires to install and/or maintain electrical utility facilities, water utility facilities, and/or sewer facilities, including, but not limited to, underground main lines, lateral lines, air release valves, manholes, gravity sewer lines, pump stations, lift stations, electrical conduit, control panel, and related components (the "Facilities") upon the Easements to serve the Real Estate;

WHEREAS, Grantee desires to have access to additional facilities and real estate owned by Grantee ("Access"); and

WHEREAS, Grantee may also desire to construct, install, operate, control, maintain, reconstruct, remove, install, and/or maintain electrical utility facilities, water and/or sewer utility facilities, including, but not limited to, underground main line, lateral lines, air release valves, manholes, gravity sewer lines, a pump station, lift stations, electrical conduit, control panel, and related components upon the Easements to serve the Real Estate (the "Lines").

NOW, THEREFORE, in consideration of the recitals above and the covenants contained herein, Grantor and Grantee mutually agree as follows:

1. **Grant of Access Easements.** Grantor, as the owner of the Easements, grants, transfers, and conveys to Grantee, its successors and assigns, rights-of-way and easements for Access as well as to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove the Facilities and the Line over, on, across, under, and through a portion of the Easements described on the attached Exhibit B as a private road over which the Grantor has a right of Ingress and Egress (the "Access Easements"). If work within the Access Easements shall interfere with or cause harm to any existing improvements, drainage, structures, or landscaping the Grantee shall restore all areas of the Easements disturbed pursuant to the Grantee's use of these Access Easement to "as good as" condition as is reasonably possible.

2. **Grant of Utility Easements.** Grantor hereby grants, transfers, and conveys to Grantee easements to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove sewer and/or water utilities, the Line and the Facilities over, on, across, under, and through a portion of the Easements described on the attached Exhibit B (the "Utility Easements"). In addition, Grantee shall retain the right of Ingress and Egress over the Easements, any land described as a private road over which the Grantor has a right of Ingress and Egress, and adjacent lands of Grantor as may be necessary from time to time, to serve the purposes of these Utility Easements. If Grantee's

work, activities, or use within these Utility Easements shall interfere with or cause harm to any existing improvements, drainage, structures, or landscaping, the Grantee shall restore all areas of the Easements disturbed pursuant to the Grantee's use of these Utility Easements to "as good as" condition as is reasonably possible; provided, however, Grantee shall not be required to restore any such damages or disturbances caused by Grantor's failure to keep these Utility Easements free from and clear of Improvements (as defined below), and nothing in this paragraph 3 shall be construed to limit Grantor's obligations under paragraph 4 below.

4. **Scope of Easements.** Grantor shall have the full right to use the surface area of the Easements granted herein for purposes not inconsistent with Grantee's full use of the rights hereby granted. Grantor shall not construct or erect any buildings, structures, permanent pavement, landscaping, trees, bushes, fences, or other improvements (collectively the "Improvements") over or within the Easements. In the event that Grantor places, with or without the permission of Grantee, any Improvements within the Easements, Grantor shall be liable for the following:

- (a) in the event that Grantee, in maintaining, installing, removing, operating, controlling, replacing, or reconstructing the Facilities or the Line located in the Easements, Grantee damages the Improvements, the replacement and/or repair of such Improvements; and
- (b) any and all damage to the equipment of Grantee caused by the removal of the Improvements in the course of maintaining, installing, removing, operating, controlling, replacing, or reconstructing the Facilities and the Line located upon the Easements.

Notwithstanding the above, Grantee retains the right to, without the permission of Grantor, remove or require the removal of any Improvements placed upon the Easements pursuant to the terms of this Agreement and nothing in this paragraph 4 shall be construed as a waiver of such rights.

5. **Grantee's Rights.** The Grantee may, without liability, enter into the Easements and take all steps deemed reasonable by the Grantee to maintain the Easements granted herein, and to protect the Facilities, and the Line, and related improvements which may be installed thereon. Such steps may include, but are not limited to, the removal of any trees, bushes, landscaping, or other improvements that may in any way affect the operation, installation, replacement, removal,

construction, or reconstruction of the Facilities and the Line. Grantor shall retain ownership of any improvements removed.

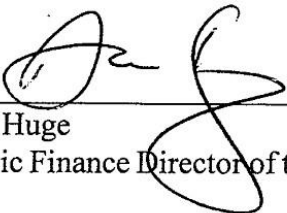
6. **Warranty of Grantor.** Grantor warrants and represents that Grantor is the fee simple owner of the Easements, and the person executing this Agreement on behalf of Grantor represents and warrants that he is fully empowered to execute and deliver this Agreement. These grant of easements shall be binding upon the successors and assigns of the Grantor and shall run with the land.

7. **Waiver of Appraisal and Statement of Easement Donation.** Grantor herein acknowledges being offered a copy of the booklet "When A Public Agency Acquires Your Property," and understands that the Grantor is waiving certain rights afforded by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. This grant is made to the Henry County Board of Commissioners, Henry County, Indiana, for a public-safety project, and is made without any coercive action of any nature, subject to the condition described herein. Grantor further acknowledges that Grantor is entitled to just compensation based upon an approved appraisal of the subject interest in the Easements, nevertheless, Grantor desires to donate the Access and Utility Easements and waives such appraisal rights.

The undersigned person executing this Conditional Quitclaim Deed and Agreement for Access and Utility Easements on behalf of Grantor represent and certify that such person has been fully empowered to execute and deliver this Quitclaim Deed and Agreement for Access and Utility Easements; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this deed this 16 day of April, 2020.

INDIANA FINANCE AUTHORITY
On behalf of the State of Indiana

By: 

Dan Huge
Public Finance Director of the State of Indiana

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

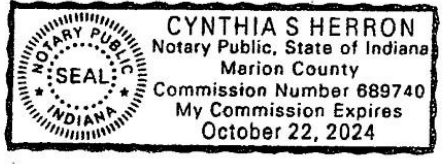
Before me, a Notary Public in and for said County and State, personally appeared Dan Huge, known to me to be the Public Finance Director of the State of Indiana, and acknowledged the execution of the foregoing for and on behalf of the Indiana Finance Authority.

Witness my hand and Notarial Seal this 16 day of April, 2020.

My Commission Expires: 10-22-2024 Cynthia S Herron
Cynthia S. Herron

County of Residence: Marion

[The rest of this page has been intentionally left blank.]



IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed in its capacity by its duly qualified and acting President, Kim Cronk, who says that he/she is the duly qualified and acting President of the Board of Commissioners of Henry County, Indiana.

Signed this 22 day of April, 2020.

HENRY COUNTY BOARD OF COMMISSIONERS

Kim P. Cronk

Kim Cronk, President

Ed Yano

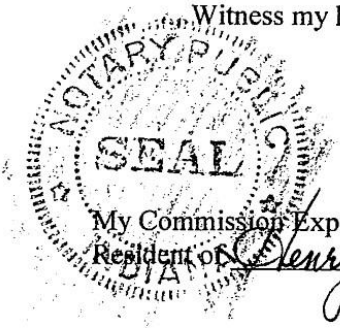
STATE OF INDIANA)
COUNTY OF Henry) SS:

Before me, a notary public in and for said county and state, personally appeared Kim Cronk, President of the Board of Commissioners of Henry County, Indiana, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 22 day of April, 2020.

Signature: *Anne Bankson*

Printed: Anne Bankson
Notary Public



My Commission Expires: March 9, 2025
Resident of Henry County, Indiana

Grantee's address and tax statements should be sent to Grantee at:

Henry County Board of Commissioners
101 S. Main St.
New Castle, IN 47362

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Andrew P. Seiwert

This instrument prepared by Andrew P. Seiwert (#11041-49), General Counsel, Indiana Finance Authority, 1 N. Capitol Ave., Suite 900, Indianapolis, Indiana 46204.

PARCEL DESCRIPTION

Part of the Northeast Quarter of Section 3, Township 17 North, Range 10 East, Henry Township, Henry County, Indiana and being also part of a parcel of land described in Instrument 99002867 in the Office of the Recorder of Henry County, more particularly described as follows:

Commencing at a brass plug in concrete found marking the northwest corner of the Northwest Quarter of Section 3, Township 17 North, Range 10 East, Henry Township, Henry County, Indiana; thence South 89 degrees 43 minutes 11 seconds East (bearing based on the State Plane Coordinate System (NAD83)(2011), Indiana East zone) on the north line of said Northwest Quarter, a distance of 2468.05 feet to a brass plug in concrete found marking the southwest corner of the Southeast Quarter of Section 34, Township 18 North, Range 10 East, Prairie Township, Henry County, Indiana; thence continuing South 89 degrees 43 minutes 11 seconds East on the easterly prolongation of said north line, a distance of 1619.46 feet to the POINT OF BEGINNING; thence continuing South 89 degrees 43 minutes 11 seconds East 718.21 feet; thence South 41 degrees 33 minutes 28 seconds East 142.24 feet; thence South 50 degrees 36 minutes 28 seconds West 132.28 feet; thence South 31 degrees 40 minutes 13 seconds West 107.63 feet; thence South 28 degrees 36 minutes 01 second West 139.57 feet; thence North 82 degrees 47 minutes 20 seconds West 32.96 feet; thence South 64 degrees 23 minutes 34 seconds West 64.99 feet; thence South 35 degrees 34 minutes 03 seconds West 142.65 feet; thence North 68 degrees 35 minutes 32 seconds West 213.61 feet; thence North 19 degrees 20 minutes 43 seconds West 101.70 feet; thence North 35 degrees 24 minutes 40 seconds West 260.55 feet; thence North 03 degrees 08 minutes 29 seconds West 158.95 feet to the point of beginning, containing 6.598 acres, more or less.

This description was prepared by Timothy C. Gouloff, Registration No. 29650017, as depicted on a boundary survey by Gouloff-Jordan Surveying and Design, Inc. dated March 26, 2020 as job number 20200031 (A).

SURVEYOR'S REPORT

This report and the accompanying survey plot have been prepared in accordance with Title 36, Article 4, Rule 12, Sec 1-29 and all amendments thereto of the Indiana Administrative Code, which establishes the minimum standards for the practice of land surveying.

Monuments set are 5/8 inch round by 24 inch long steel rebar with yellow plastic caps stamped "GOU LSR29500017", and set flush with the ground surface, unless otherwise noted.

Monuments found are noted with an above (+x) or below (-x) ground surface dimension.

PIRPGOSE: The purpose of this survey is to describe the boundary of a parcel of land to be split from real estate described in Instrument 99002867 in the Office of the Recorder of Henry County.

SECTION CORNER MONUMENTS:
NW corner, NW 1/4 Sec. 34-18-10, brass plug in concrete found (not Henry Co. Surveyor's Office referenced)
SE corner, SE 1/4 Sec. 34-18-10, brass plug in concrete found

No monuments were found marking the NE corner of Section 3-17-10 or the SE corner of Section 34-18-10. The Henry County Surveyor's Office verified that there are no tie sheets in their office for said corners. It is believed that both original corners have been lost.

THEORY OF LOCATION:
The lines and corners for this survey were established as depicted on the survey drawing at the request of the client. Due to the lack of section corner monumentation, the north line of subject parcel of land was established on the easterly prolongation of the line produced from the above described NW corner, NW 1/4 Sec. 3-17-10 to the SE corner, SE 1/4 Sec. 34-18-10. This line falls 8.0 feet +/- north of the south face of the existing concrete bridge deck of the CR 200 north bridge over the Big Blue River.

The uncertainty in the lines and corners found or established by this survey are as follows:

- (A) Availability and condition of reference monuments:
Monuments found are described and depicted on the survey drawing.
Uncertainty created by the location of the monuments found or set on the subject property due to variations in reference monuments (monuments found on the subject property and on adjacent properties) is the difference between "measured" and "plotted" or "recorded" angular or distance measurements as depicted on the survey drawing.
There is no quantifiable uncertainty for this survey;
- (B) Occupation or possession lines:
No uncertainty was created.
- (C) Clarity or ambiguity of the record description and or adjoining's descriptions:
The description of record for the parent parcel of subject parcel of land is found in Instrument 99002867 in the Office of the Recorder of Henry County.
No uncertainty was created by this description.
- (D) This survey falls under the classification of a "Rural" survey. The acceptable relative positional accuracy (random errors in measurements) = 0.26 feet (79 millimeters) plus 200 parts per million as specified in Section 7 of said Rule 12.

Field work for this survey was performed between 2/14/2020 and 3/25/2020. Monuments will be set at a later date.

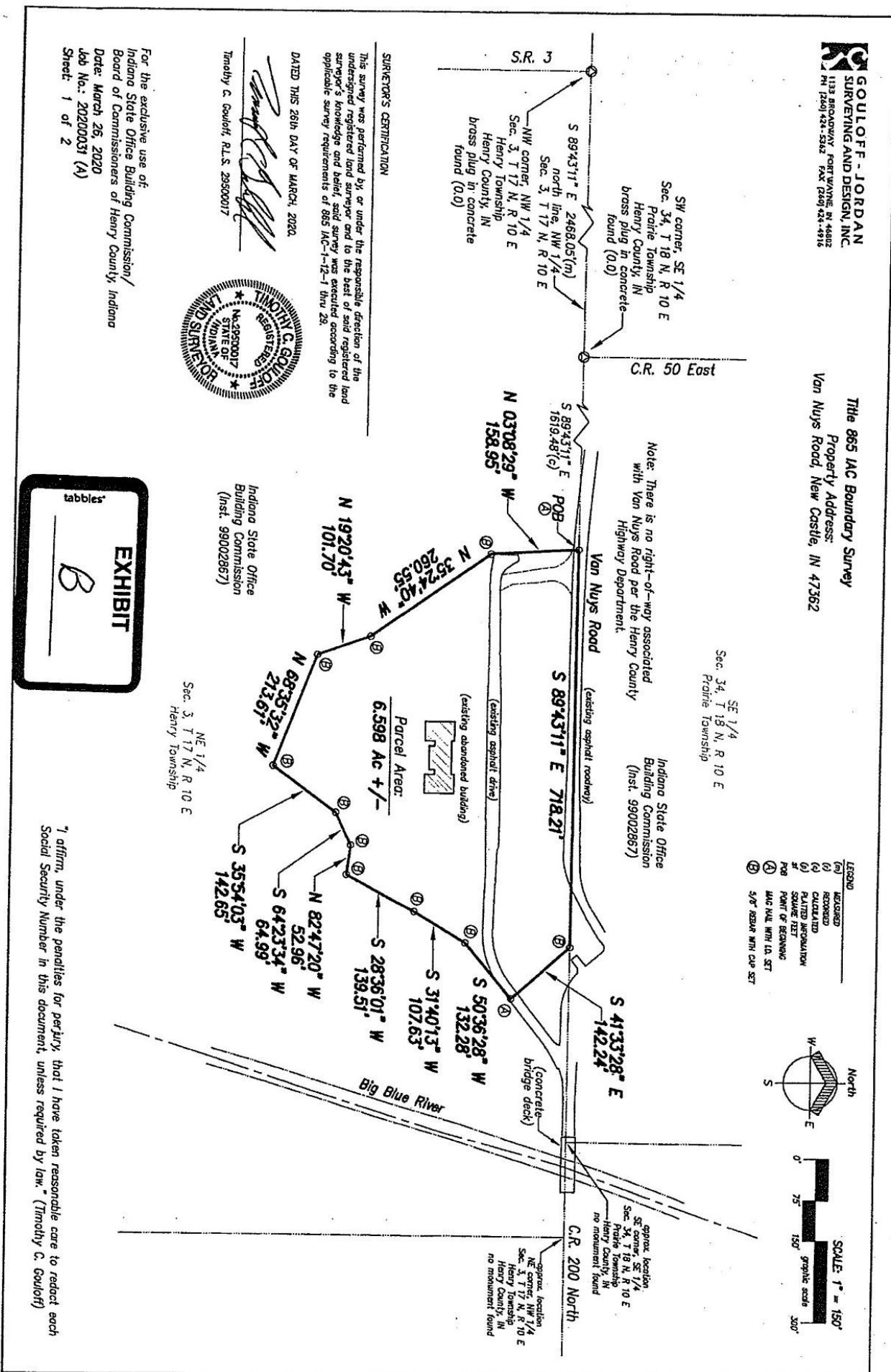
NOTES:

A current title commitment or report of title for the parent parcel of subject parcel of land was not provided to the surveyor by the client. A title commitment or report could divulge information affecting subject parcel of land that is not depicted on the survey drawing.

The subject parcel of land does not adjoin an existing public right-of-way.

For the exclusive use of:
Indiana State Office Building Commission/
Board of Commissioners of Henry County, Indiana
Date: March 26, 2020
Job No.: 20200031 (A)
Sheet: 2 of 2





Anne Bankson explained the process that will happen this year for the County open enrollment for medical insurance. This year it will all be done electronically.

Brooke Cowan, Henry Community Health gave an update on how the hospital was doing during the Health Emergency and how they are putting things in place to start opening back up soon.

Angela Cox gave an update on the number of cases and deaths in Henry County as of April 22, 2020. Angela has been working with golf courses to come up with a plan to use golf carts should the Commissioners decide to let them be used. Angela has given each Golf Course the PGA Recommendation that will need to be followed. Angela also requested that each course come up with a plan to allow some of the youth in Henry County to come and play a game of golf free.

Also discussed was the plan for the Race Track, at this time there will be no spectators, camping or overnight stays at the facilities and Saddle Club will be reported on at a later date. The Governors Order still states no more than 10 people in any group at any time.

The Health Departments recommendation is that one person per cart unless they are family members that live in the same household and they need to be cleaned properly between each use.

John Smith, Royal Highlands requested to use plexy glass between the seats to allow more than one person in the cart at a time. Dr. Miller said that he feels that will not work. Jeff Sanders, Valley View Golf course appreciated the Health Department work on this matter. Susan Sanders stated how well things are going at Valley View Golf Course

Kim Cronk stated that this is a very difficult decision and their main concern is the safety of the community.

Jeff Sanders would like to see plexy glass used as well.

A motion was made by Ed Yanos and seconded by Ed Tarantino to allow golf carts to be used with only one person per cart unless they are family members living in the same household. Motion carried unanimously.

Samantha Ritchie expressed her concern with the closing of businesses.

A motion was made by Kim Cronk and seconded by Ed Tarantino continue as we are and as we get closer to other outdoor events to evaluate them then. Motion carried unanimously.

Sheriff McCorkle informed the Commissioners they have made the decision not to have the Sheriff's Camp this year.

A motion was made by Ed Yanos and seconded by Ed Tarantino to allow the Motor Sports Track to stay open and they must follow the Health Departments guidelines. Motion carried unanimously.

The EDC and Chamber of Commerce will be having a webinar next week call Not So Fast, to help business owners when the time comes to open their businesses. They are asking people to bring their questions to that meeting and they will help with these questions.

Penny York talked about the Revolving Loan process that the EDC is offering to local small businesses in Henry County. They have given out 4 of these so far and will be giving out more. There is a committee that looks at the requests and decides who will receive these funds.

Next meeting will be April 29, 2020 at 6:00 p.m. via zoom.

A motion was made by Ed Yanos and seconded by Ed Tarantino to adjourn. Motion carried unanimously.

Kim Cronk, President

Ed Tarantino, Vice President

Ed Yanos, Member

Attested by: Debra G. Walker, Auditor