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2019R00871  
MELANIE MARSHALL  
DELAWARE COUNTY RECORDER  
RECORDED ON  
01/22/2019 03:01 PM  
REC FEE 25.00  
PAGES: 6

IN TITLE FILED  
AUDITOR

JAN 22 2019

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DELAWARE CO. AUDITOR

**GRANT OF EASEMENT**

This Grant of Easement (the "Grant") is made and entered into effective as of the effective date described herein by and between the Searight Family Trust ("Grantor") and David D. Pierovich ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of land described in Exhibit A ("Farm Tract") which is attached hereto and incorporated herein by reference; and

WHEREAS, Grantee is the purchasing from Grantor that certain tract of land described in Exhibit B ("Wooded Tract"), which is attached hereto and incorporated by reference; and

WHEREAS, Grantor and Grantee wish to establish a non-exclusive easement for ingress and egress from Sciscoe (aka Cecil) Road ("County Road"), Delaware County Indiana, to the Wooded Tract in, on, over and across the Farm Tract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants contained herein, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement for ingress and egress in, on, over and across a part of the Farm Tract ("the Easement") more particularly described as follows:

A strip of land twenty (20) feet in width lying north of and adjacent to the following described line: Beginning at the southeast corner of the north half of the northeast quarter of Section 25, Township 20 North, Range 10 East, and running thence west 1516.50 feet to the southeastern corner of the Wooded Tract as described in Exhibit B hereto.

The Easement, the Farm Tract and the Wooded Tract are depicted generally in Exhibit C attached hereto and made a part hereof.

2. Purpose of Easement. The purpose of the Easement is to permit ingress and egress by way of vehicular or pedestrian traffic from the County Road, Delaware County, Indiana, to and for the beneficial use and enjoyment of the Wooded Tract.



THIS DOCUMENT IS A PUBLIC RECORD AND NOT A LEGAL INSTRUMENT UNDER IC 36-2-7

3. Improvements. Grantee may, at his own expense, improve the Easement by grading and installing a gravel surface, provided Grantee shall also install a locked gate at the entrance off of the County Road and post the same as private, no trespassing allowed. All such improvements shall be installed and maintained at Grantee's expense. No other improvements shall be made without the express written consent of Grantor or its successors.

4. Indemnity. Grantee shall defend, indemnify and hold the Grantor harmless from and against all claims, costs, expenses, judgments or actions instituted by any person in connection with or relating to any occurrence on or use or misuse of the Easement by the Grantee.

5. Covenants Run with Land. The Easement and the terms, provisions, conditions and covenants contained in this Grant are appurtenant to and run with the title to the Wooded Tract and shall bind and inure to the benefit of the parties hereto equitable title to all or portions of the Wooded Tract or the Farm Tract.

6. Enforcement. In the event of a breach of any of the terms, provisions, conditions and covenants contained in this Grant of Easement or in the event of a violation of Indiana law as to interference with the easement rights held by both the servient and dominant easement estate holders, in addition to any other remedy provided herein or at law or in equity, the prevailing party shall be entitled to full and adequate relief by injunction and/or all other available legal and equitable remedies, including, without limitation, injunction and specific performance and the recovery of reasonable costs, expenses and attorney fees in the enforcement of the rights of the aggrieved party.

7. Severability. If any term, provision, condition or covenant contained in this Grant is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms, provisions, conditions or covenants contained in this Grant shall not be affected thereby.

8. Governing Law. This Grant shall be governed by and interpreted in accordance with the laws of the State of Indiana.

9. Entire Agreement. This Grant, including the exhibits attached hereto, embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect to the subject matter hereto.

THIS DOCUMENT IS PROVIDED FOR SOLE USE OF IN TITLE COMPANY

10. Effective Date. This Grant shall be effective as of the 9<sup>th</sup> day of January 2019.

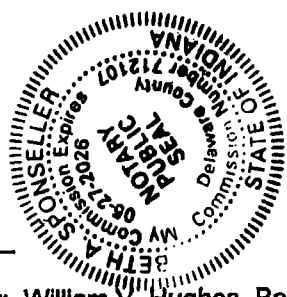
DAVID D. PIEROVICH  
[Signature]

SEARIGHT FAMILY TRUST  
Sylvia E. Searight, Trustee  
By: Suzanne Kadinger, POA  
Suzanne Kadinger, Vice President,  
Trust Administrator  
Old National Wealth Management,  
as Attorney-in-Fact for  
Sylvia E. Searight, Trustee

STATE OF INDIANA  
SS:  
DELAWARE COUNTY

Before me, a Notary Public in and for said County and State, on this 9<sup>th</sup> day of January 2019 personally appeared Suzanne Kadinger, Vice President, Trust Administrator Old National Wealth Management, as Attorney-in-Fact for Sylvia E. Searight, Trustee of the Searight Family Trust, and David D. Pierovich, and acknowledged the execution of the above and foregoing Grant of Easement to be their respective free act and deed.

[Signature]  
Notary Public  
A Resident of \_\_\_\_\_ County



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

This Instrument Prepared by: William V. Hughes, Beasley & Gilkison LLP, 110 East Charles Street, Murcie, Indiana 47305.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless require by law. /s/ William V. Hughes  
This Instrument is executed pursuant to a Power of Attorney recorded as Instrument No. 2019R\_\_\_\_\_ in the Office of the Recorder of Delaware County, Indiana.

2019R00869

FOR RESALE UNDER IC 36-2-7 ✓

THIS DOCUMENT IS PROVIDED FOR RESALE UNDER IC 36-2-7

EXHIBIT A  
FARM TRACT

Commencing at the northeast corner of Section 25, Township 20 north, Range 10 east, and running thence south on the Section line to a point 20.52 chains north from the southeast corner of said northeast quarter section; thence west to a point in the center of White River; thence with the meanderings of said river and in the middle of said river to the point where the north line of said Section 25 intersects said river; thence east on said section line to the place of beginning. EXCEPT a part of the north half of the northeast quarter of Section 25, Township 20 north, Range 10 east, more particularly described as follows, to-wit: Beginning at a point in the south line of the north half of the northeast quarter of Section 25, Township 20 north, Range 10 east, 1,516.50 feet west of the southeast corner of said north half of the northeast quarter; thence continuing west on the south line of the said north half of the northeast quarter, said south line having a bearing of 90 degrees west 1,012.25 feet to the center line of White River; thence northwesterly on and along the center line of said White River and with a bearing north 24 degrees 38 minutes 20 seconds west 344.20 feet; thence continuing on and along the center line of said White River on a curve to the right, said curve having a delta angle of 106 degrees 17 minutes 20 seconds and a radius of 131.18 feet, a long chord distance of 209.93 feet; thence continuing on and along the center line of said White River, said line having a bearing of north 81 degrees 39 minutes east 73.25 feet; thence continuing on and along the center line of said White River, said line having a bearing of north 52 degrees 11 minutes 43 seconds east 40.6 feet; thence continuing on and along the center line of said White River, said line having a bearing of north 26 degrees 46 minutes 15 seconds east 63.32 feet; thence continuing on and along the center line of said White River, said line having a bearing of north 10 degrees 42 minutes 18 seconds west 116.67 feet; thence east with said line having a bearing of south 89 degrees 35 minutes 40 seconds east 130.15 feet; thence southeasterly with said line having a bearing of south 49 degrees 10 minutes 47 seconds east 1,075.70 feet to the point of beginning. Estimated to contain 10.94 acres, more or less.

THIS DOCUMENT IS PROVIDED FOR RESALE UNDER IC 36-2-7

THIS DOCUMENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT ELIGIBLE FOR RESALE UNDER IC 36-2-7

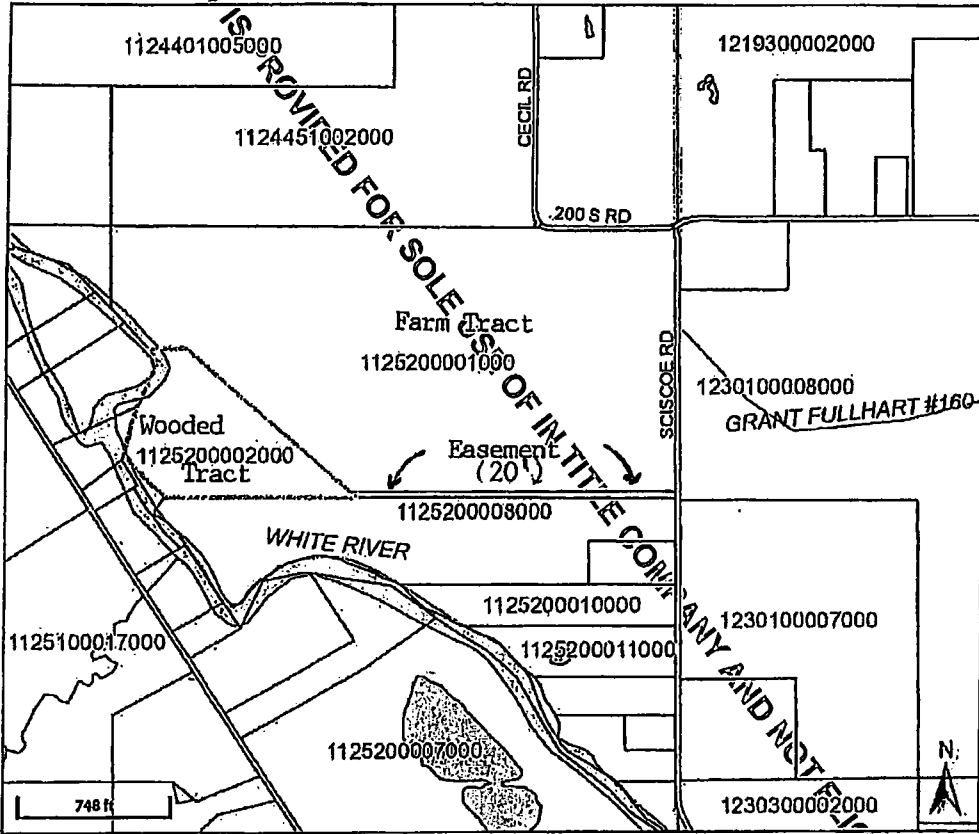
EXHIBIT B  
WOODED TRACT

A part of the north half of the northeast quarter of Section 25, Township 20 north, Range 10 east, more particularly described as follows, to-wit: Beginning at a point in the south line of the north half of the northeast quarter of Section 25, Township 20 north, Range 10 east, 1,516.50 feet west of the southeast corner of said north half of the northeast quarter; thence continuing west on the south line of the said north half of the northeast quarter, said south line having a bearing of 90 degrees west 1,012.25 feet to the center line of White River; thence northwesterly on and along the center line of said White River and with a bearing north 24 degrees 38 minutes 20 seconds west 344.20 feet; thence continuing on and along the center line of said White River on a curve to the right, said curve having a delta angle of 106 degrees 17 minutes 20 seconds and a radius of 131.18 feet, a long chord distance of 209.93 feet; thence continuing on and along the center line of said White River, said line having a bearing of north 81 degrees 39 minutes east 73.25 feet; thence continuing on and along the center line of said White River, said line having a bearing of north 52 degrees 11 minutes 43 seconds east 40.6 feet; thence continuing on and along the center line of said White River, said line having a bearing of north 26 degrees 46 minutes 15 seconds east 63.32 feet; thence continuing on and along the center line of said White River, said line having a bearing of north 10 degrees 42 minutes 18 seconds west 116.67 feet; thence east with said line having a bearing of south 89 degrees 35 minutes 40 seconds east 130.15 feet; thence southeasterly with said line having a bearing of south 49 degrees 10 minutes 47 seconds east 1075.70 feet to the point of beginning. Estimated to contain 10.94 acres, more or less.

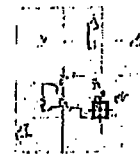
EXHIBIT C

**Beacon**™ Delaware County, IN

THIS DOCUMENT IS PROVIDED FOR SOLE USE OF IN-TITLE COMPANY AND NOT ELIGIBLE FOR RESALE UNDER 36-2-7



Overview



Legend

- Major Roads
  - INTERSTATE
  - MAJOR ROAD
  - STATE ROAD
  - US HIGHWAY
- Geocoded Streets
- RR Lines
- Airport Runways
- Parcels
- Muncie Parks
- Major Waterbodies
- Lakes and Ponds
- Streams and Ditches
- Political Township

Parcel ID 1125200002000 Alternate ID 18-11-25-200-002.000-001 Owner Address SEARIGHT FAMILY TRUST  
 Sec/Twp/Rng n/a Class Vacant Land 123 W FRANKLIN ST SUITE 306  
 Property Address 4500 4600 BLK S CR 300E Acreage 10.94 WINCHESTER IN 47394  
 MUNCIE  
 District CENTER  
 Brief Tax Description PT NE QTR 10.9400 Acres STR: 252010 IN: OUT:  
 (Note: Not to be used on legal documents)

Right of Way: Road right of way (Road ROW) are symbolized in the cadastral lines layer on the map (yellow). Only Road ROW in platted areas are shown. For un-platted areas, contact the Delaware County Engineering Department at (765) 747-7765 or in the City of Muncie contact the City Engineer's Office at (765) 747-4878.

Land Records: The land record layers including parcel information is a work in progress. Some errors and commissions have occurred in the transfer of property information from paper plat books to the digital format that is available on this website. Delaware County is currently working to identify and correct this issues. Land records displayed on this site are for GRAPHIC REPRESENTATION AND INFORMATION RETRIEVAL PURPOSES ONLY. Refer to official deeds and surveys for detailed parcel information. Delaware County makes no warranties for the accuracy or completeness of this information.

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