



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

August 30, 2023

Matthew & Jessica Craig
3394 Fox Chase Dr
Bristol, IN 46507

RE: BRISTOL WATER IMPROVEMENT PROJECT

Dear Mr. & Mrs. Craig:

Thank you for talking with me on behalf of the Town of Bristol. As you are aware, the Town of Bristol is interested in procuring an easement over a portion of your property at 3394 Fox Chase Drive, Bristol, IN, for the routing of a town water main.

Enclosed, in addition to this cover letter are the following items:

1. Exhibit "A", a sketch showing the proposed location of the easement on the property.
2. URA Brochure entitled "When a Public Agency Acquires Your Property,"
3. Exhibit "B", a Waiver Valuation of the land from which the acquisition is proposed.
4. Exhibit "C", a table summarizing how the land value was determined.
5. Exhibit "D" summarizes damages and cost to cure.
6. The Grant of Easement document for your review

The Town wishes to inform you that you are entitled to certain rights afforded to you in the Uniform Relocation Assistance and Real Property Acquisitions Act. Please see the explanation of your rights in the attached brochure.

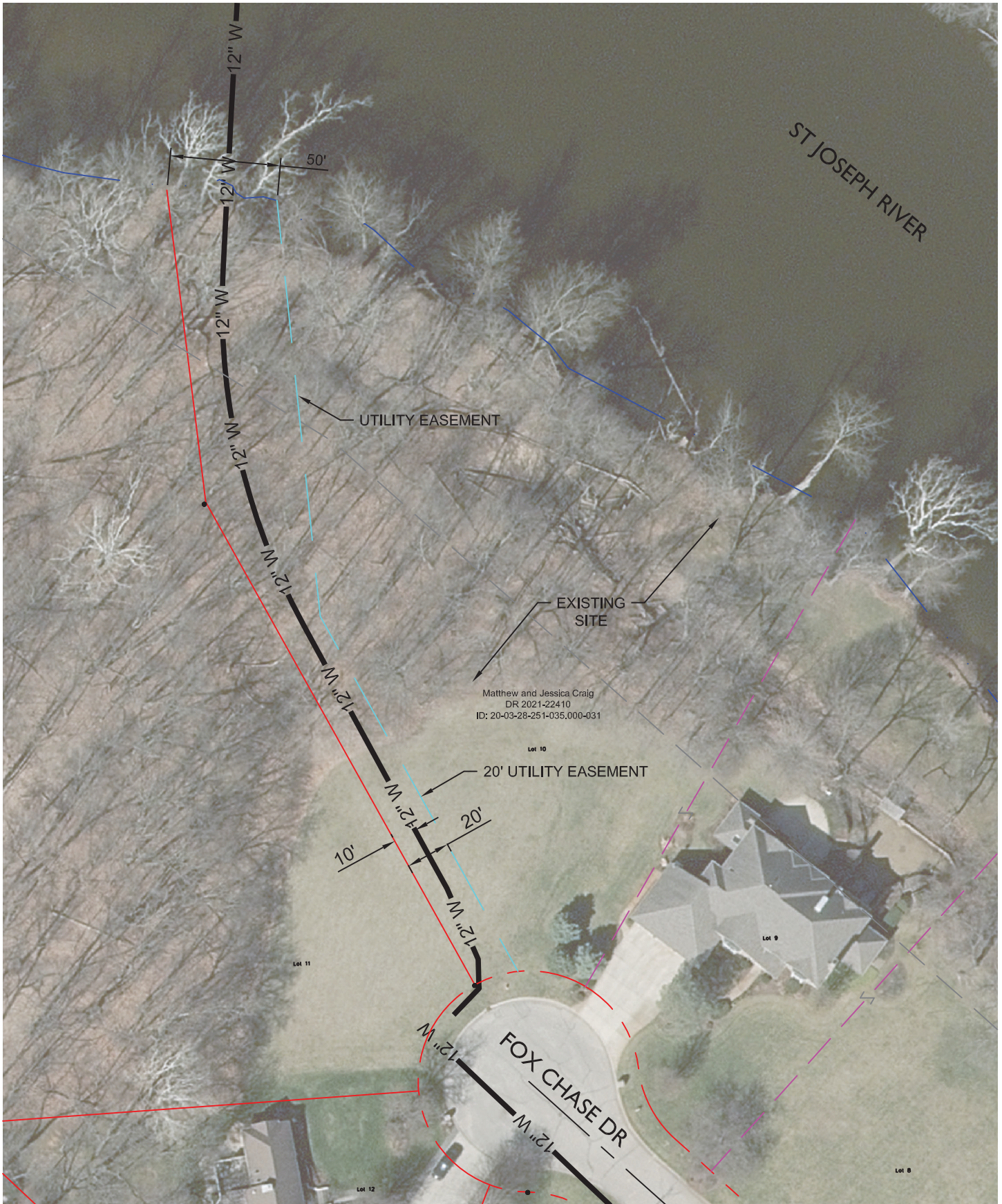
We understand that once you have reviewed this letter and the enclosed documents you will have questions. Please contact my Executive Assistant, Diana Campbell at 574-232-4388 or at dcampbell@jpr1source.com to discuss the next step.

Thank you in advance for your cooperation.

Sincerely,

Kenneth K. Jones, PS
President

H:\2023 Projects\2023-0005\Land Acquisition\Easements\FC\1 - Craig\2023-08 Property Owner Letter.docx



BRISTOL WATER

FIGURE NO. I
ACQUISITION SKETCH - CRAIG

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JONES
PETRIE
RAFINSKI

Elkhart, IN
p: 574.293.7762

South Bend, IN
p: 574.232.4388

Fort Wayne, IN
p: 260.422.2522



Feet



WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY

**U.S. Department of Housing
and Urban Development**
Office of Community Planning
and Development

www.hud.gov/relocation

Introduction

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the

project.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I Have A Chance To Talk To The Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally,

this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: U.S. Dept. of Housing and Urban Development
- Office of Community Planning and Development

Address: 77 W. Jackson Blvd. Suite 2401, Chicago, IL 60604-3507

Office Hours:

Telephone Number: (312) 913-8718 Fax Number: (312) 353-5416

Person to Contact: Maureen Thurman



March 1, 2023

For: 3394 Fox Chase Dr., Bristol

Subject: **Waiver Valuation**

A per-square-foot land valuation has been calculated for the below referenced property based on the following information and methodology:

- Land Value established by the Elkhart County Assessor records
- Divided by area (total square footage size of property) also taken from Elkhart County Assessor records
- **Assessed value per square foot: \$ 1.06 SF**

This methodology assumes that proposed easements:

- Will be located primarily along property perimeters and not under buildings, and
- Will be utilized for underground force main sewer and/or grinder pump installation.

Parcel ID/Tax : 20-03-28-251-022.000-031

Assessed Land Value: \$ 1.06 /SF

Parcel area: 34,848 SF

Parcel address: 3394 Fox Chase Dr.
Bristol, IN 46507

By using comparables, the fee simple land value per square foot was calculated:

Calculated fee simple land value per square foot: \$ 3.25 /SF

Submitted by:

A handwritten signature in black ink that reads 'David J. Myers'.

David J. Myers
Principal Broker
Myers Trust Real Estate

Owner Name: Matthew & Jessica C. Craig

Owner Address: 3394 Fox Chase Dr.
Bristol, IN 46507

Exhibit C

TOWN OF BRISTOL

Method for Establishment of Just Compensation for Mainline

For the subject property, a Market Valuation was prepared using market data and the data from Elkhart County Assessor's Office. The Total Land Value was divided by the Total Land Area to develop a per square foot value for the area needed for the site expansion. Because we are seeking Fee Simple Title, the per square foot value was determined to be 75% of the fair market value. The fair market value has been determined to be \$3.25 sft.

Based on the foregoing assumptions, we arrived at the following Net Offer of Just Compensation for your property:

Property: 2021-11551
Parcel ID: 20-03-28-251-022.000-031
Owner: Matthew & Jessica C. Craig
Property Address: 3394 Fox Chase Drive, Bristol, IN 46507

Site area in square feet:	12,340/SFT	
Site value per square foot:	<u>\$2.43</u>	75% FMV
Total Value of Acquisition	\$29,986.20	

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT UTILITY EASEMENT

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT UTILITY EASEMENT ("Agreement") is made this ____ day of _____, 2023 (the "Effective Date"), by and between Matthew and Jessica Craig, husband and wife, Indiana residents ("Grantor"), and the TOWN OF BRISTOL, INDIANA, a municipal corporation existing under the laws of the State of Indiana ("Grantee").

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real estate located in Elkhart, County, Indiana, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantor desires to grant for the benefit of Grantee and Grantee desires to accept, a certain perpetual and non-exclusive easement in, on, over and across that certain portion of the Property as described in Exhibit B attached hereto and incorporated herein by reference (the "Easement Area") to provide for the installation, maintenance, repair, and replacement of drainage and utility facilities and equipment to be located on the Easement Area, upon the terms and conditions of this Agreement; and

WHEREAS, Grantor desires to grant and convey to Grantee the Easement (as defined herein) upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares, grants, and conveys as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive perpetual easement for the right and privilege to install, construct, operate, maintain, inspect, reconstruct, repair, remove, and replace watermain and other such facilities, including, but not limited to, necessary fixtures attached thereto, for the transmission of water (the "Improvements"), within the Easement Area, solely for the purpose of, in connection with and in support of the installation, construction, operation, maintenance and, as needed from time to time, the repair, replacement, restoration and reconstruction of, any Improvements within the Easement Area (the "Easement").

Section 3. Grant of Ingress and Egress and Temporary Use of the Property. Subject to the terms and conditions of this Agreement, Grantor grants and conveys to Grantee and its employees, agents, licensees, representatives, grantees, successors and assigns (collectively, “Grantee’s Benefitted Parties”) a temporary right of ingress and egress to and from the Easement Area over the Property and the right to temporarily use additional space, when available and reasonably necessary from time to time adjacent to the Easement Area, in order for Grantee or Grantee’s Benefitted Parties to exercise their rights under this Agreement. Grantor acknowledges that Grantee and Grantee’s Benefitted Parties right of ingress and egress includes the right to use equipment and materials on the Property which are necessary for the Easement.

Section 4. Restoration of Surface Area. All construction, maintenance, repair and operation of the Improvements by Grantee and Grantee’s Benefitted Parties shall be performed in accordance with all applicable laws, rules, ordinances, and regulations. Grantee and any of Grantee’s Benefitted Parties shall exercise reasonable efforts to construct, install, maintain, repair, replace and operate the Improvements and exercise the rights granted herein, so as to minimize the interference with the development, operation, and use of the Property. Grantee and any of Grantee’s Benefitted Parties shall exercise reasonable efforts to return the Property to as near its original condition as is reasonably possible at such time as such Grantee or any of Grantee’s Benefitted Parties completes its construction, maintenance, repair, or any other operations in the Easement Area with respect to the Easement. Grantee and any of Grantee’s Benefitted Parties shall have the right to remove from the extent of the Easement Area any encroaching trees, buildings, or other obstructions, to the free and unobstructed use of such Easement Area. Grantor herein covenants for itself, its grantees, successors and assigns that they will not erect or maintain any buildings or other structures or obstruction on, over, or under said Easement Area, excepting therefrom streets, drives or other surface improvements of like nature or as otherwise expressly permitted by Grantee, in writing, and in accordance with the terms thereof, and which permission when in writing and recorded shall run with the real estate.

Section 5. Nature and Assignment of Easements and Rights. The Easements created herein shall be permanent and perpetual and, together with the rights and benefits thereof, shall inure to the benefit of Grantee and Grantee’s Benefitted Parties. The Easements created by this Agreement, together with the burdens thereof and obligations associated therewith, shall (i) run with and bind the Property and Easement Area, and (ii) bind Grantor (as the owner of the Property and Easement Area) and its grantees, successors and assigns and Grantee and Grantee’s Benefitted Parties. Each instrument which conveys, grants, transfers, creates, or assigns any interest in a part of the Property and Easement Area shall be deemed to impose as a limitation or restriction upon the Property and Easement Area, the burden of the Easement and the obligations associated therewith (whether or not the instrument of conveyance expressly imposes such limitation or restriction). Notwithstanding the foregoing, Grantor hereby reserves the right to grant easements to other utilities or services which may intersect or transect the Easement Area. Any easement granted to a utility or service intersecting or transecting the Easement Area shall be subject to the rights of Grantee herein, and shall not be incompatible with, or interfere with, the continuing use of the Easement Area.

Section 6. Defaults and Remedies. In the event of a breach, or attempted or threatened breach, by either party of any of the terms, covenants, or agreements hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all other available legal and

equitable remedies. Notwithstanding the foregoing, if either party shall fail to cure such breach within ten (10) business days after written notice of such breach from the non-breaching party, or an additional reasonable time after such receipt if (a) such failure cannot be cured within such ten (10) business day period and (b) the defaulting party commences curing such failure within such ten (10) business day period and thereafter diligently pursues the curing of such failure, then the non-breaching party may (i) cure (but is under no obligation to cure) such default and (ii) recover from the breaching party all costs and expenses (including, but not limited to, reasonable attorney's fees) associated therewith, together with interest at the rate of three percent (3%) per annum over the prime rate published in the Wall Street Journal from time to time from the date the non-breaching party incurs such costs and expenses. In no event shall a breach result in a termination of this Agreement.

Section 7. Address and Notice. All communications directed to the parties shall be sent to the following addresses:

If to Grantor:	Matthew and Jessica Craig 3394 Fox Chase Drive Bristol, IN 46507
If to Grantee:	Town of Bristol, Indiana 303 E. Vistula Street Bristol, Indiana 46507 Attn: Town Manager
With a copy to:	Krieg DeVault LLP 4101 Edison Lakes Parkway, Suite 100 Mishawaka, Indiana 46545 Attn: George C. Lepeniotis, Esq.

Either party may change its address for the purpose of this section by giving written notice to the other party at the address above (or to which the above has been validly changed pursuant to this Section). All notices required to be given under this Agreement shall be in writing, and shall be mailed by certified mail, return receipt requested, or deposited with a nationally recognized overnight delivery service, properly addressed to the party to be notified, at the address set forth above.

Section 8. Warranty of Grantor. Grantor hereby represents and warrants to Grantee that Grantor has fee simple title to the Property and that Grantor has the full authority to grant the Easement and to execute this Agreement.

Section 9. Due Authorization. Each undersigned person signing on behalf of a party in a representative capacity warrants and represents that: (i) he/she is fully empowered and duly authorized by any and all necessary action or consent required to execute and deliver this Agreement for and on behalf of said party; (ii) said party has full capacity, power and authority to enter into and carry out its obligations under this Agreement; and (iii) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

Section 10. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on all parties.

Section 11. Modification. This Agreement may not be modified or amended, except pursuant to a written agreement in recordable form executed by each of the parties hereto.

Section 12. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior agreements (whether written or oral), representations and understandings of the parties relating to the subject matter of this Agreement. No representations have been made to induce the other party to enter into this Agreement except as expressly set forth herein.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its principles of conflict of laws. All claims, disputes and other matters in controversy arising out of or related to this Agreement, or the performance or breach thereof, shall be decided in the Circuit or Superior Courts of Elkhart County, Indiana, and that such courts shall have sole and exclusive jurisdiction over the action or proceeding, unless agreed to otherwise, in writing, by the parties.

Section 15. Waiver. No party shall be deemed to have waived any right which it holds hereunder unless the waiver is made expressly and in writing (and, without limitation the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

Section 16. Construction and Interpretation. The terms “hereof”, “herein” and “hereunder”, and words of similar import, are to be construed to refer to this Agreement as a whole, and not to any particular section, paragraph, or provision, unless expressly so stated. All words or terms used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require. This Agreement is to be construed without regard to any presumption or rule requiring construction against the party causing such document to be drafted or prepared. The terms “person” and “persons” used herein shall include natural persons and corporations, partnerships (general and limited), limited liability companies, firms, associations, trusts, estates, bodies politic, political subdivisions and other entities and organizations.

Section 17. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

[Signature Pages Follows]

IN WITNESS WHEREOF, Grantor and Grantee have caused Agreement for Temporary Construction Easement and Permanent Utility Easement to be executed as of the Effective Date.

GRANTOR:

By: _____
Matthew Craig

By: _____
Jessica Craig

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared Matthew Craig and Jessica Craig, who acknowledged the execution of the foregoing instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

Printed Signature

My Commission Expires:

My County of Residence:

[Executions Continued on Following Page]

GRANTEE:

TOWN OF BRISTOL, INDIANA

By: _____

Name: Jeff Beachy

Title: Council President, Town of Bristol, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State, personally appeared Jeff Beachy, in his capacity as the Council President of the Town of Bristol, Indiana, who acknowledged the execution of the foregoing instrument, acting for and on behalf of said Town of Bristol, Indiana, and who acknowledged the execution of the foregoing instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

(SEAL)

Printed Signature

My Commission Expires:

My County of Residence:

Prepared by:

George C. Lepeniotis, Esq.
Krieg DeVault LLP
4101 Edison Lakes Parkway, Suite 100
Mishawaka, Indiana 46545

Return after recording to:

Diana Campbell
Jones Petrie Rafinski
325 S. Lafayette Blvd
South Bend, IN 46601

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ George C. Lepeniotis, Esq.

EXHIBIT A

2021-22410

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
08/20/2021 10:12 AM
AS PRESENTED

Metropolitan Title

TRUSTEE'S DEED

Property Address:
3394 Fox Chase Drive
Bristol, IN 46507

Tax Parcel No.: 20-03-28-251-022.000-031, 20-
03-28-251-021.000-031 & 20-03-28-251-035.000-
031

This Indenture Witnesseth, That **1st Source Bank, as Successor Trustee of the Kenneth R. Lail Revocable Trust dated December 1, 2017**

Convey(s) and Warrant(s) to Matthew Craig and Jessica Craig, husband and wife

for the sum of **Ten & 00/100 Dollars (\$10.00)** and other valuable consideration, the following described real estate in **Elkhart** County, in the State of **Indiana**:

Lots Numbered 8, 9, and 10 shown on the plat of BAYRIDGE SECTION 1, recorded January 7, 1988 in the Office of the Recorder of Elkhart County, Indiana, in Plat Book 17, page 67.

Subject to real estate taxes not yet due and payable.

Kenneth R. Lail, the original Trustee of the Trust, died on March 12, 2020.

The undersigned is the Successor Trustee of said Trust as provided in Article V of the 2020 Amendment and Restatement of said Trust.

The undersigned certifies that said trust is in full force and effect, that the undersigned is/are the duly qualified trustee/trustees of said trust with full power to execute this document on behalf of such trust, and that the real estate described herein has not previously been transferred from said trust.

Responsibility for the performance of the undersigned fiduciary's obligations hereunder, is limited to, and assured only by the trust estate it administers, and no personal or individual liability of the fiduciary in its non-fiduciary or private status or capacity, is created by this instrument.

Subject To any and all easements, agreements, and restrictions of record, and to legal highways.

File No.: 4041-190264

DISCLOSURE FEE PAID

Page 1 of 2

DULY ENTERED FOR TAXATION

SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Aug 20 2021

PATRICIA A. PICKENS, AUDITOR

04955

30.00

HC

MC

JC

MC

Signed this 9 day of August, 2021.

Kenneth R. Lail Revocable Trust dated December 1, 2017

By: 1st Source Bank, its Successor Trustee

By: Michelle A Thurin
Michelle Thurin
Its: Trust Officer

Acknowledgement

State of Indiana; Elkhart County:

Before me, a Notary Public in and for the said County and State, personally appeared **Michelle Thurin as Trust Officer of 1st Source Bank, as Successor Trustee of the Kenneth R. Lail Revocable Trust dated December 1, 2017**, who acknowledged the execution of the foregoing Trustee's Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 9 day of August, 2021.

My commission expires:

Signature

Printed

Residing in

Tami J Wade

, Notary Public

County, Indiana

This instrument prepared by William Jaquinde, Attorney at Law.

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.

Name:

Tami J Wade

**Grantee's Mailing Address and Mailing Address for Tax Bills:
(must be a street address)**

3914 Fox Chase Drive
Bristol, IN 46507

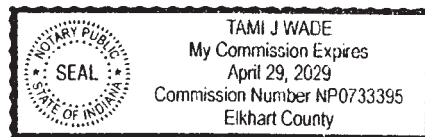


EXHIBIT "B"

Project: Town of Bristol
Parcel: Water Main Easement
Key No: Part of 20-03-28-251-035.000-031

Sheet 1 of 1

Permanent Waterline Easement

A permanent waterline easement being a part of Lot 10 of Bayridge Section 1, the plat of which is recorded in in Plat Book 17, Page 67, Elkhart County Recorder's Office, and being more particularly described as follows: Commencing at the southwest corner of said Lot 10; thence North 29 degrees 18 minutes 52 seconds West, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 249.45 feet along the west line of said Lot; thence North 06 degrees 47 minutes 53 seconds West 145.4 feet, more or less, along said west line to the south water's edge of the St. Joseph River; thence southeasterly 50 feet, more or less, along said water's edge; thence South 05 degrees 55 minutes 48 seconds East 191.37 feet; thence South 29 degrees 18 minutes 52 seconds East 181.70 feet to the northern boundary of Fox Chase Street and further being the south boundary of Lot 10; thence westerly 20.57 feet along a non-tangent arc to the left having a radius of 50.00 feet and subtended by a long chord having a bearing of South 72 degrees 22 minutes 47 seconds West and a length of 20.42 feet along said northern boundary to the point of beginning and containing 12,340 square feet, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: #2021-22410

Prepared for: Town of Bristol
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: July 14, 2023
Job Number: 2023-0005