

GRANT OF RIGHT OF WAY CHECK LIST
Document To Follow

Please make sure your grant is completed as follows:

1. Name, County, and the State of the Grantor clearly typed or hand written.
2. A legal description of the existing parcel AND a plat (including the legal description) of the *proposed* grant of Real Estate are attached to the Grant as exhibits (e.g. Exhibit A & B).
3. List the Instrument Number to the last deed of record which the Grantor took title to the property being conveyed to the City of Indianapolis, Department Public Works.
4. Print the Grantor's name as being the undersigned.
5. List all, if any, indentures, easements, or licenses of any kind on the Easement Real Estate, and
6. List the cause docketed number (e.g. Zoning Case Number, Plat Number)
7. Be sure your grant is properly signed and notarized.
8. If title in the real property is owned by a partnership or other business interest, please complete the "Authority Affidavit".
9. If title in the real property is owned by a corporation, please complete the "Corporate Authority Affidavit".
10. Please leave your name and telephone number where you can be reached for any questions.
11. For review and acceptance prior to recording, the Grant of Right of Way must be submitted by mail or hand delivered to:

Department of Code Enforcement
Attention: Stefan Wolfla 317- 327-8471
1200 Madison Avenue, Suite 100
Indianapolis, Indiana 46225

12. The recordation of Grants of Right of Way and recording fees are the responsibility of the Applicant. Contact the Office of the Marion County Recorder to obtain a current fee schedule at (317) 327-4018.
13. Construction Plan Approval/Permits will not be issued prior to the acceptance and recordation of this document.

10-6-15

GRANT OF RIGHT-OF-WAY

THIS INDENTURE WITNESSETH, that _____
of _____ County, State, of _____ ("GRANTOR") for itself, its
successors and assigns, does hereby grant, subject to the terms, conditions and limitations
hereinafter set forth, to the City of Indianapolis, Department of Public Works ("GRANTEE"), its
grantees, successors and assigns a permanent easement for a public right-of-way in and over the
following described real estate ("EASEMENT REAL ESTATE"), in Marion County, Indiana:

LEGAL DESCRIPTION AND DRAWING, ATTACHED HERETO AND INCORPORATED
HEREIN AS **EXHIBIT "A"** AND **EXHIBIT "B"**, RESPECTIVELY

This indenture is not intended to and shall not be construed as surrendering, waiving, or
affecting in any way GRANTOR's rights of access to and from the EASEMENT REAL ESTATE,
however, all such rights are subject to the ordinances, regulations, standards and specifications of
the City of Indianapolis, Marion County, Indiana.

This indenture shall be binding until specifically vacated by legally constituted authority.
Upon such vacation, in whole or in part, the portion thereof so vacated shall revert to the owner of
the fee simple title thereof, subject only to the rights of public utilities within the EASEMENT
REAL ESTATE or to the rights of governmental agencies having facilities within the EASEMENT
REAL ESTATE.

GRANTOR agrees that GRANTEE is not, as a condition of this grant, required to improve
the EASEMENT REAL ESTATE.

GRANTOR and GRANTEE agree that after improvement of all or a portion of the
EASEMENT REAL ESTATE, the rights herein shall not lapse by reason of non-use.

Until such time as GRANTEE shall take possession of said EASEMENT REAL ESTATE, the owner of the fee simple title thereof, and those claiming through said owner, reserve the right to use said real estate for any legal purpose not inconsistent with this grant; however, said owner, and those claiming through said owner or GRANTOR, shall not create, transfer or grant any indenture, easement, license, or other property interests affecting the EASEMENT REAL ESTATE to a third party and shall not construct or cause to have constructed or allow any construction of any structures on the EASEMENT REAL ESTATE, without the written consent of the GRANTEE. Said indentures, easements, licenses, or other property interests, if consented to by GRANTEE, shall expire upon the taking of possession by GRANTEE.

GRANTOR, owner, and those claiming through said owner or GRANTOR, shall not be eligible to demand or receive any compensation for surrender of possession when GRANTEE shall take possession of the EASEMENT REAL ESTATE.

It is understood and agreed that all provisions of this grant are stated herein and that no verbal agreements or promises are binding.

GRANTOR further assumes and agrees to pay all taxes or assessments now due on the EASEMENT REAL ESTATE and agrees to continue to pay all taxes or assessments which will become due in the future.

GRANTOR covenants and represents that to the best of its knowledge the EASEMENT REAL ESTATE is not presently subject to any federal, Indiana, any other state, or local environmentally related lien, proceeding, claim, liability or action; or the threat or likelihood thereof.

GRANTOR agrees that between GRANTOR and GRANTEE, the acceptance of this grant by GRANTEE shall not increase the liability of GRANTEE for environmentally related claims arising from or related to conditions on the EASEMENT REAL ESTATE prior to the acceptance of this grant.

In accordance with I.C. 32-23-2-5, the most recent deed of record by which the GRANTOR holds title is _____.

The undersigned _____ being duly sworn, says that it is the sole owner(s) of the EASEMENT REAL ESTATE, and said GRANTOR further represents that there are no indentures, easements, or licenses of any kind or character on the EASEMENT REAL ESTATE, and said GRANTOR further represents that there are no other encumbrances, leases, liens or options of any kind or character on the EASEMENT REAL ESTATE as granted, except _____ and that it makes these representations for the purpose of inducing the GRANTEE to accept this indenture.

This indenture shall run with the EASEMENT REAL ESTATE, be a burden upon the EASEMENT REAL ESTATE, and shall be binding upon GRANTEE, GRANTOR, and the successors and assigns of GRANTOR and of GRANTEE.

By acceptance of this indenture, GRANTEE acknowledges that GRANTOR shall have no obligation other than those required by the Revised Code of the Consolidated City and County and its regulations, to repair or maintain any public street or other public improvement hereafter located upon the EASEMENT REAL ESTATE.

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

This grant is to be and become effective and binding from and after its acceptance by GRANTEE.

Further, the GRANTEE acknowledges that the grant made herein, if accepted by GRANTEE, shall be full satisfaction of the undertaking, related to the dedication of the public right-of-way, of the GRANTOR, to the City of Indianapolis, Department of Public Works, or its predecessors, in connection with the rezoning of such property or the variance granted upon such property in the cause docketed as _____.

GRANTOR covenants that GRANTOR is the owner in fee simple of the EASEMENT REAL ESTATE, is lawfully seized thereof and has good right to grant and convey the foregoing grant of right-of-way. GRANTOR affirms that no unauthorized alterations of this document have taken place.

IN WITNESS WHEREOF, GRANTOR has set its hand and seal this _____ day of _____, 20_____.

GRANTOR:

By: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to me this _____ day of _____, 20_____.

County of Residence

Notary Public Signature

Commission Expiration Date

Printed Name

The above Grant is accepted by the City of Indianapolis, Department of Public Works.

RECOMMENDED FOR APPROVAL:

Stefan Wolfla, Infrastructure Manager,
Department of Code Enforcement

APPROVED PER LEGAL:

_____ (signature) _____ (print)
Assistant Corporation Counsel
Office of Corporation Counsel

CITY OF INDIANAPOLIS:

Lori Miser, Director
Department of Public Works
By Steven R. Hardiman II
Executive Assistant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Steven R. Hardiman II, who acknowledged the execution of the foregoing to be a voluntary act and deed for the uses and purposes herein mentioned. I have here unto subscribed my name and affixed my official seal, on the _____ day of _____, 20 ____ .

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Subscribed and sworn to me this _____ day of _____, 20 ____ .

County of Residence Notary Public

Signature

Commission Expiration Date

Printed Name

This instrument was prepared by Justin Paicely, Assistant Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204.

“ 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.” Ellen Hurley, Office of Corporation Counsel

2-10-16

CORPORATE AUTHORITY AFFIDAVIT

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

_____ being first duly sworn upon oath deposes and says:
(Name)

That he/she is duly elected Secretary for _____, and that the
(Corporation Name)

following resolution was duly adopted at a regular meeting of the Board of Directors of said corporation held on _____, has not since been revoked, to-wit:
(Date)

“Resolved, that the _____ shall be, and he/she is hereby, authorized to
(President)

convey to the City of Indianapolis real estate of this corporation, and to execute all necessary instruments in connection therewith; and said conveyance shall be attested by the Secretary of this corporation who shall affix the corporate seal thereto; that said corporation shall be bound by all instruments executed by said officer(s) under powers herein stated.”

(Corporation Secretary)

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Commission Expiration Date

Notary Signature

County of Residence

Printed Signature

This Instrument Prepared by: _____

AUTHORITY AFFIDAVIT

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

_____ being first duly sworn upon oath deposes and says:
(Name)

“Resolved, that the _____ shall be, and he/she is hereby, authorized to convey to the City of Indianapolis real estate of this _____, and to execute (General Partnership, LLP, etc) all necessary instruments in connection therewith; and said conveyance shall be attested by the witness below. ”

(Witness)

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Commission Expiration Date

Notary Signature

County of Residence

Printed

This Instrument Prepared by: _____