

**A202400023642**

**03/28/2024 10:58 AM**

**FAITH KIMBROUGH  
MARION COUNTY IN RECORDER**

**FEE: \$ 35.00**

**PAGES: 7**

**By: JN**

**The document has been recorded and no further action is necessary.**

This page has been added for recording purposes to provide space for the necessary Recorder and/or Assessor stamps and/or recording requirements.

**IC 36-2-11-16.5 Requirements for instrument or document presented for recording**

Sec. 16.5 (a) This section does not apply to the following:

- (1) A judgment, an order, or a writ of a court.
- (2) A will or death certificate.
- (3) A plat.
- (4) A survey.

(b) The county recorder may receive for record an instrument or a document if:

- (1) the instrument or document consists of at least one (1) individual page measuring not more than eight and one-half (8 1/2) inches by fourteen (14) inches that is not permanently bound and is not a continuous form;
- (2) the instrument or document is on white paper of at least twenty (20) pound weight and has clean margins:
  - (A) on the first and last pages of at least two (2) inches on the top and bottom and one-half (1/2) inch on each side; and
  - (B) on each additional page of at least one-half (1/2) inch on the top, bottom, and each side; and
- (3) the instrument or document is typewritten or computer generated in black ink in at least 10-point type.

**IC 36-2-11-15 Instruments that may be received for record or filing; name of person or governmental agency that prepared instrument**

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. This instrument is prepared by:

\_\_\_\_\_ (printed name of individual)



State,	Local
49-03-15-120-004.000-800,	8064607
49-03-15-120-004.001-800,	8064608
49-03-15-120-004.002-800,	8064609
49-03-15-120-004.003-800,	8064610
49-03-15-120-004.004-800,	8064611
49-03-15-120-004.005-800,	8064612
49-03-15-120-004.006-800,	8064613
49-03-15-120-004.007-800,	8064614

CROSS REFERENCE TO DEED#: A202300078327  
PROJECT #: DRN 23-01695  
INSTRUMENT NO.: A202300095396  
PARCEL #: Parcel numbers are listed to the right -

**CITY OF INDIANAPOLIS  
GRANT OF PERPETUAL DRAINAGE EASEMENT  
AND RIGHT-OF-WAY**

THIS INDENTURE made this day of March 12th, 2024, by and between Thomas M. Kretz for TMK Development, LLC ("GRANTOR") and the City of Indianapolis, Department of Public Works ("GRANTEE");

WITNESSETH THAT:

WHEREAS, GRANTOR must obtain from GRANTEE a drainage permit, pursuant to Chapter 561 of the Revised Code of the Consolidated City and County, Indiana, for construction of a development known as The Ridge on Williams Creek; and

WHEREAS, GRANTEE has determined that GRANTOR must grant it a perpetual drainage easement and right-of-way to assure that GRANTOR's drainage plan, as approved by GRANTEE and described in GRANTEE's Drainage Division File No. DRN 23-01695, incorporated herein by reference ("Drainage Plan"), will be established and maintained, or to otherwise assure satisfactory drainage.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other valuable consideration, the receipt of which is hereby acknowledged, GRANTOR for itself, its successors, and assigns does hereby grant, convey and warrant unto GRANTEE a perpetual drainage easement and right-of-way, with the right, privilege, and authority in GRANTEE to maintain, repair, continue, and improve the drainage facilities described in the Drainage Plan ("Drainage Facilities") located under, upon, over, and across the real estate owned by GRANTOR and situated in the County of Marion, State of Indiana, described in **Exhibit 1**, attached hereto and incorporated herein by reference.

A diagram map showing the route, courses, and distances through the above real estate and the width of the easement and right-of-way is attached hereto and incorporated herein by reference as **Exhibit 2**.

GRANTEE shall have the right to enter along, under, over and upon said easement and right-of-way to install, repair, maintain and continue such Drainage Facilities and to make such alterations and improvements to the Drainage Facilities as GRANTEE deems may be necessary or useful. GRANTEE shall also have the right of ingress and egress, for temporary periods only, over GRANTOR's property adjoining said easement when necessary to install, repair, maintain, continue, or improve the Drainage Facilities. GRANTEE shall not otherwise enter upon GRANTOR's real estate adjoining said easement and right-of-way. GRANTEE may remove any structure, pavement, or landscaping on the easement to inspect and/or maintain the Drainage Facilities without liability for replacement or repair of such structure, pavement,

or landscaping.

GRANTEE may relinquish this easement and right-of-way, but only if GRANTOR can assure, to the satisfaction of GRANTEE, continuing and adequate drainage absent this easement and right-of-way.

GRANTOR and GRANTEE agree that this easement and right-of-way shall not create in GRANTEE a duty to maintain, repair, continue, and improve the Drainage Facilities but only a right so to do. The duty to maintain, repair, continue, and improve the easement, right-of-way, and Drainage Facilities shall remain with GRANTOR and shall include, but not be limited to, mowing grass and removing weeds, silt, debris and any other obstructions to the free and unobstructed use of the easement and right-of-way or the Drainage Facilities.

GRANTOR covenants that it will not erect, maintain, or allow to continue on the portion of the GRANTOR's real estate in which the easement and right-of-way is granted herein any building or other structure or obstruction to the free and unobstructed use of the easement and right-of-way or the Drainage Facilities without express written permission from GRANTEE. Such permission, when duly recorded, shall run with the real estate.

GRANTOR covenants that it is the owner in fee simple of said real estate, is lawfully seized thereof and has a good right to grant and convey the foregoing easement and right-of-way therein; that it warrants the quiet use and enjoyment thereof; and that it will defend GRANTEE's title in said easement and right-of-way against all claims.

The easement and right-of-way granted herein, and the associated benefits and obligations, shall run with the real estate.

This indenture shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

GRANTOR hereby affirms that no unauthorized alterations of this document have taken place.

IN WITNESS WHEREOF, GRANTOR has set its hand and seal as of the day and year first written above.

Thomas M. Kretz

(WRITTEN) SIGNATURE

*Thomas M. Kretz*

(PRINTED) SIGNATURE

Principal, TMK Development, LLC

TITLE, IF GRANTOR IS CORPORATION

(WRITTEN) SIGNATURE OF SECOND GRANTOR, IF APPLICABLE

(PRINTED) SIGNATURE OF SECOND GRANTOR, IF APPLICABLE

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas M. Kretz, Grantor herein, who acknowledged the execution of the foregoing conveyance to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal this 13 day of March, 2024.

Marion

COUNTY OF RESIDENCE

02/08/2032

COMMISSION EXPIRATION DATE

*Emma Eldridge*

SIGNATURE

Emma Eldridge

PRINTED NAME

Emma Eldridge  
Notary Public - Seal  
State of Indiana  
Marion County  
My Commission Expires 02/08/2032  
Commission No. NP0754458

**RECOMMENDED FOR APPROVAL:**

*Cameron Giles*  
INFRASTRUCTURE MANAGER SIGNATURE  
DEPARTMENT OF BUSINESS AND  
NEIGHBORHOOD SERVICES

Cameron Giles  
PRINT NAME

**APPROVED AS TO LEGAL FORM:**

Vaneeta Kumar  
ASST. CORPORATION COUNSEL SIGNATURE  
OFFICE OF CORPORATION COUNSEL

Vaneeta Kumar  
PRINT NAME

**CITY OF INDIANAPOLIS:**

*[Signature]*  
BRANDON HERGET, DIRECTOR  
BY: ZACH ADAMSON, COUNCIL LIAISON  
DEPARTMENT OF PUBLIC WORKS

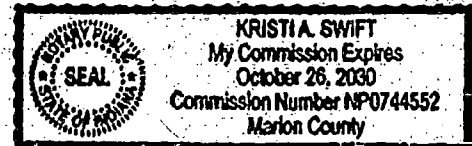
STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF MARION        )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Zach Adamson, 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.

WITNESS my hand and Notarial seal this 27th day of March, 2024.

Marion  
COUNTY OF RESIDENCE  
10.26.2030  
COMMISSION EXPIRATION DATE

*Kristi A. Swift*  
SIGNATURE  
Kristi A. Swift  
PRINT NAME



This instrument was prepared by V. Kumar of the Office of Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204.

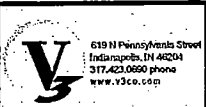
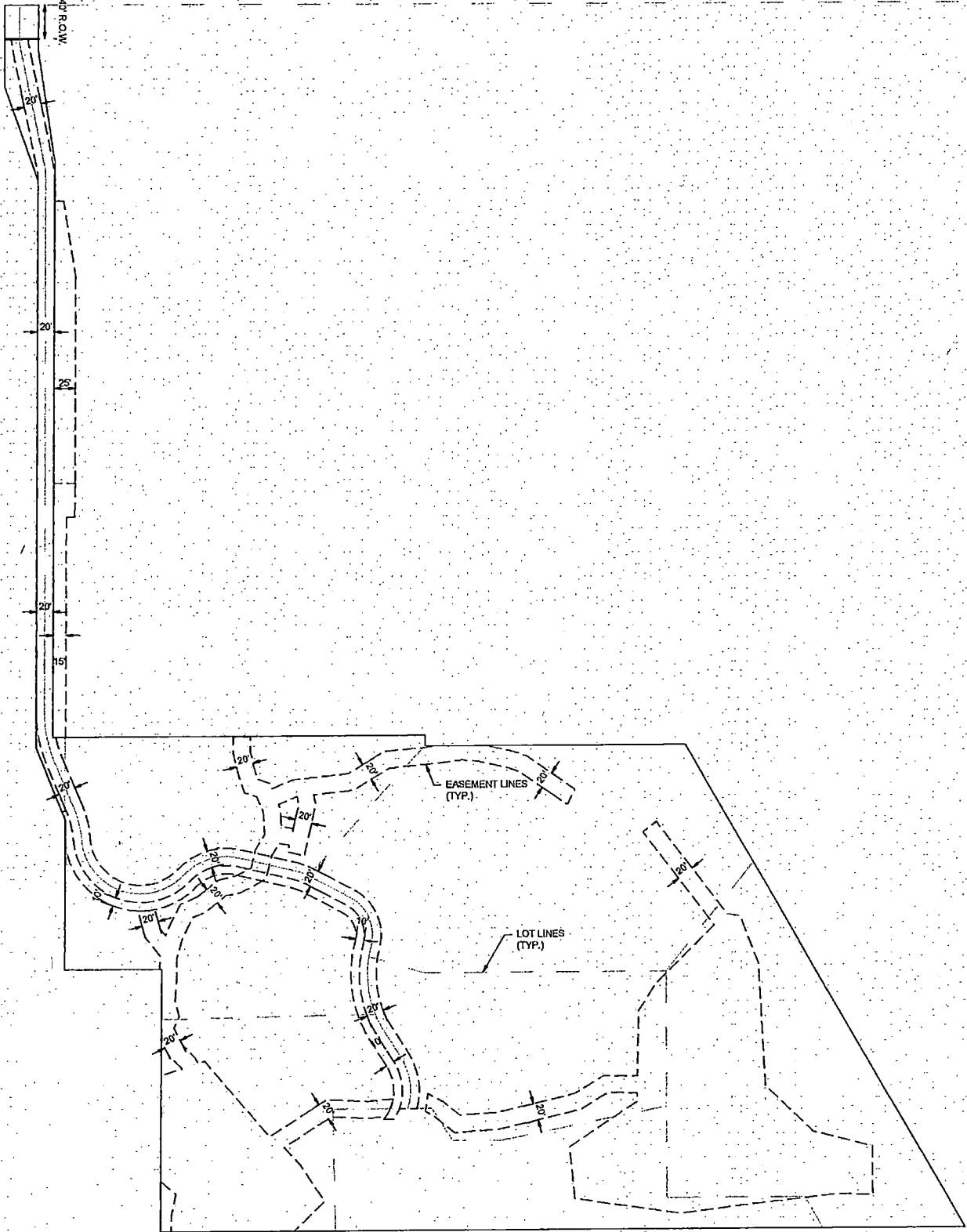
I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. V. Kumar, Assistant Corporation Counsel

**EXHIBIT 1**  
**(LEGAL DESCRIPTION)**

**LEGAL DESCRIPTION**

That portion of the Northwest and Northeast Quarters of Section 15, Township 17 North, Range 3 East, Marion County, Indiana, and based on a survey prepared by Brian L. Haggard, LS29800001, certified on June 12, 2023, under V3 Companies Project No. 220851 and recorded as Instrument Number 202300049289 in the Office of the Recorder of said county, described as follows:  
Commencing at the Northeast corner of the Northwest Quarter of said Section 15; thence North 89 degrees 51 minutes 04 seconds West along the north line of said Northwest Quarter 20.23 feet to the POINT OF BEGINNING; thence South 00 degrees 24 minutes 50 seconds West parallel with the east line of said Northwest Quarter 53.64 feet; thence South 08 degrees 22 minutes 36 seconds East 132.45 feet to the east line of said Northwest Quarter, also being the west line of said Northeast Quarter; thence South 00 degrees 24 minutes 50 seconds West along said west line 673.23 feet; thence South 89 degrees 59 minutes 31 seconds East 440.00 feet; thence South 00 degrees 24 minutes 50 seconds West parallel with said west line 12.00 feet; thence South 89 degrees 59 minutes 31 seconds East 309.31 feet to the west line of Cedar Knolls as record in Volume 30, page 115, in said county records; thence South 29 degrees 56 minutes 13 seconds East along said west line 659.60 feet; thence North 89 degrees 59 minutes 31 seconds West 952.61 feet to a point being 130.00 feet by perpendicular measurement east of said west line of the Northeast Quarter; thence North 00 degrees 24 minutes 50 seconds East parallel with said west line 310.55 feet; thence North 89 degrees 59 minutes 31 seconds West 115.00 feet to a point being 15.00 feet by perpendicular measurement east of said west line; thence North 00 degrees 24 minutes 50 seconds East parallel with said west line 176.02 feet; thence North 22 degrees 01 minute 44 seconds West 91.68 feet to a point being 20.00 feet by perpendicular measurement west of the east line said Northwest Quarter; thence North 00 degrees 24 minutes 50 seconds East parallel with said east line 664.78 feet; thence North 19 degrees 37 minutes 17 seconds West 116.75 feet; thence North 00 degrees 24 minutes 50 seconds East parallel with said east line 94.98 feet to the north line of said Northwest Quarter; thence North 89 degrees 51 minutes 04 seconds East along said north line 39.77 feet to the POINT OF BEGINNING, containing 11.639 acres, more or less.

W. 96TH STREET



**THE RIDGE ON  
WILLIAMS CREEK**  
INDIANAPOLIS INDIANA

**EXHIBIT 2**  
DATE: 03-13-24

