

**ORDINANCE NO. 2021-6B**

**AN ORDINANCE VACATING A PUBLIC WAY**

WHEREAS, on the 15<sup>th</sup> day of June, 2021, the Board of Commissioners received a Petition to Vacate a Public Way, from a contiguous landowner, Hancock Regional Hospital, which said Petition is incorporated herein by reference;

WHEREAS, I.C. §36-7-3-12 grants the Board of Commissioners of Hancock County, Indiana the right to vacate a public way; and

WHEREAS, the only two (2) abutting landowners, McDonald's Real Estate Company, and Mac's Convenience Stores, LLC, were given notice of such hearing by publication in the Daily Reporter pursuant to I.C. §5-3-1, and by certified mail at least ten (10) days before the public hearing thereon; and

WHEREAS, the public hearing pursuant to I.C. §5-14-1.5 was properly held on the 15<sup>th</sup> day of June, 2021, and all interested persons were given the opportunity to participate.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF HANCOCK COUNTY, That:

Section 1. The Petition to Vacate Public Way should be and hereby is granted, and the public road described in "Exhibit A, pages 1 and 2" attached hereto, is hereby vacated.

Section 2. Pursuant to Indiana law, the western half of the Roadway as shown on "Exhibit B, pages 1 and 2" attached hereto, is owned by Petitioner, Hancock Regional Hospital, and the eastern half of the Roadway as shown on "Exhibit C, page 1 and 2", attached hereto, is owned by Mac's Convenience Stores, LLC.

Section 3. An Access Easement over the Roadway attached as "Exhibit D", shall be recorded and shall remain in effect until such time as Mac's Convenience Stores, LLC begins construction of the new Circle K Store.

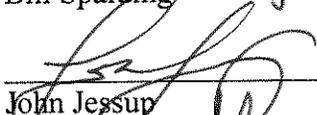
Section 4. This Ordinance is adopted on the 15<sup>th</sup> day of June, 2021.

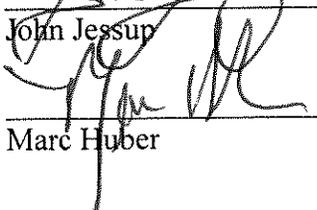
THIS ORDINANCE is of full force and effect upon its passage and recording in the Office of the Hancock County Recorder.

ADOPTED this 15<sup>th</sup> day of June, 2021.

BOARD OF COMMISSIONERS  
OF HANCOCK COUNTY, INDIANA

  
\_\_\_\_\_  
Bill Spalding

  
\_\_\_\_\_  
John Jessup

  
\_\_\_\_\_  
Marc Huber

ATTEST:

  
\_\_\_\_\_  
Debra Carnes, Hancock County Auditor  
Petitioner, Hancock Regional Hospital

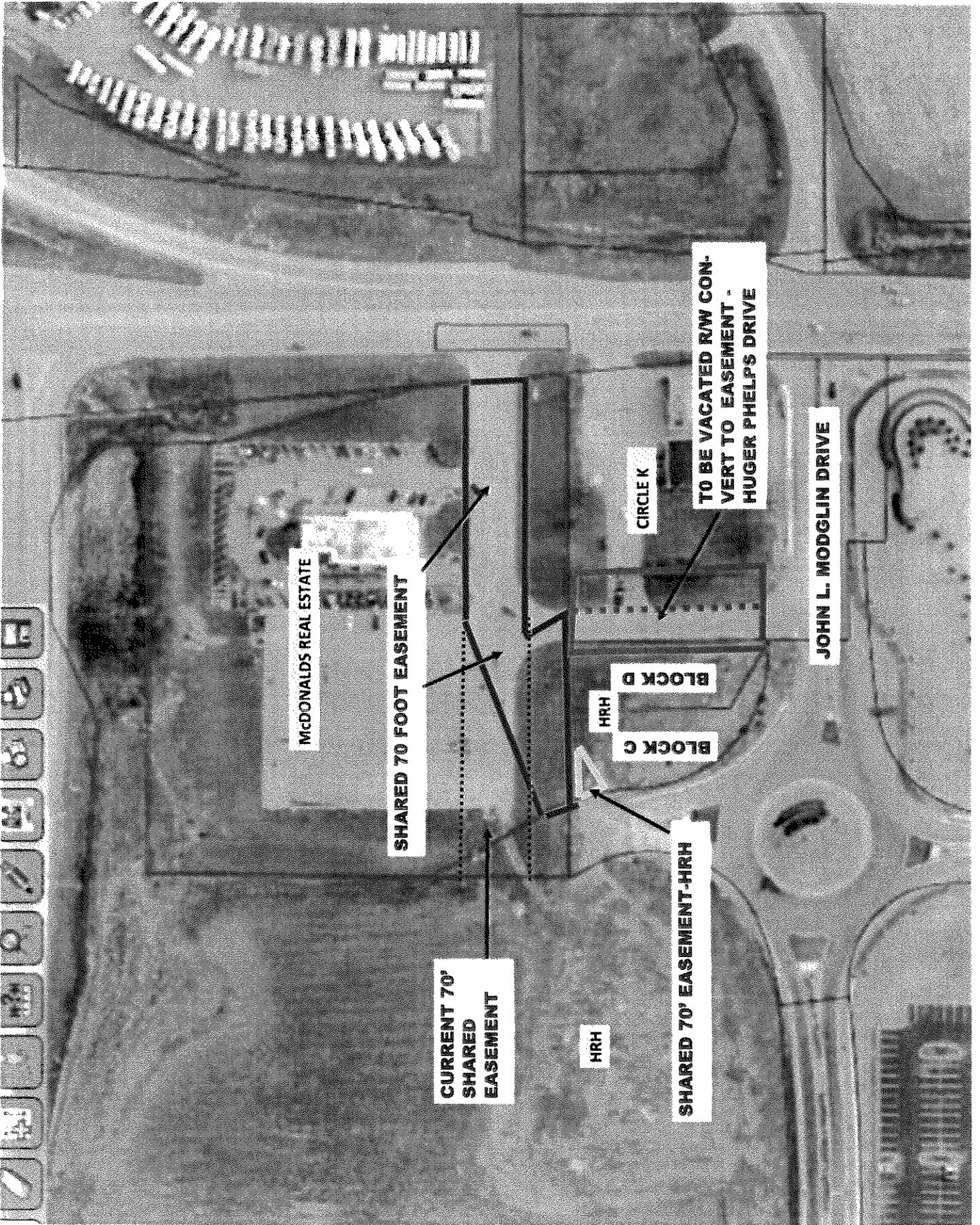


EXHIBIT A  
(page 2 of 2)

LEGAL DESCRIPTION

An irregular shaped parcel being a part of an "Agreed Finding and Judgment" recorded as Instrument Number 080004866 in the Office of the Recorder of Hancock County, Indiana and being a part of the southeast quarter of Section 24, Township 16 North, Range 05 East in Buck Creek Township, Hancock County, Indiana, more commonly known as the public right-of-way of N. Huger L. Phelps Drive; and being more particularly described as follows:

COMMENCING at the northeast corner of the southeast quarter of Section 24, Township 16 North, Range 05 East in Hancock County, Indiana; thence south 00 degrees 44 minutes 22 seconds east (assumed bearing) along the east line of said quarter section a distance of 1300.00 feet to the easterly extension of the south line of "The Bass-Dellen Minor Plat" as per plat thereof recorded as Instrument Number 91-5892 in the office of said Recorder; thence north 89 degrees 34 minutes 25 seconds west along said easterly extension and along said south line a distance of 256.45 feet to the northwest corner of Instrument Number 2060003146 recorded in the office of said Recorder, said point being the POINT OF BEGINNING of this description; thence continuing north 89 degrees 34 minutes 25 seconds west along said south line a distance of 84.84 feet to the northeast corner of Block D in "Hancock Gateway Park, Phase 1-Section 1" as per plat thereof recorded as Instrument Number 201910205 in the office of said Recorder; thence south 00 degrees 40 minutes 34 seconds east along the east line of said plat and the west right-of-way line of said N. Huger L. Phelps Drive a distance of 200.00 feet to the southeast corner of said Block D, said point being on the north right-of-way line of John L. Modglin Drive; thence south 89 degrees 34 minutes 24 seconds east along said north right-of-way line a distance of 91.22 feet to the southwest corner of said Instrument Number 2060003146, said point being east right-of-way line of said N. Huger L. Phelps Drive; thence north 02 degrees 30 minutes 08 seconds west along said east right-of-way line a distance of 200.21 feet to the POINT OF BEGINNING.

This easement description has been prepared based upon a survey prepared by H. Gibson Surveying recorded as Instrument Number 201909281 in the office of said Recorder.

CERTIFIED: December 14, 2020

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HAROLD GIBSON, Professional Land  
Surveyor, PLS910021

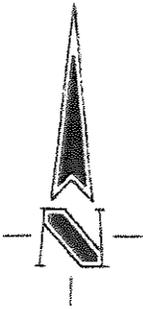


EXHIBIT "B"  
(PAGE 1 OF 2)

MCDONALD'S REAL ESTATE COMPANY  
PARCEL ID:  
30-05-24-400-021.000-005

LOT ONE  
BASS-DELLEN  
MINOR PLAT  
(INST #91-5892)

 DENOTES EASEMENT AREA



Scale 1"=60'



SW COR. OF  
NW 1/4 OF  
SECTION 19,  
T16N, R06E  
HARRISON  
MONUMENT

NE COR. OF  
SE 1/4 OF  
SECTION 24,  
T16N, R06E  
BRASS PLUG  
AND PLATE

500.44±2.2'E  
1300.00'

MT. COMFORT ROAD

N 89°34'25"W 42.42'

N 89°34'25"W  
42.42'

N 89°34'25"W 256.45'

NORTHWEST  
CORNER  
INSTR.#  
2060003146

MAC'S  
CONVENIENCE  
STORE LLC  
PARCEL ID:  
30-05-24-400-022.000-005

WEST R/W LINE PER  
INSTR.# 090004866

S 00°40'34"E 200.00'

EASEMENT AREA

N 01°35'25"W 200.07'

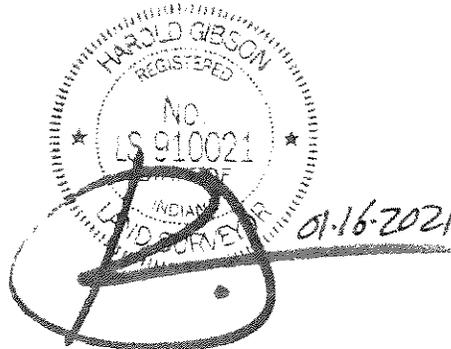
BLOCK "D"

S 89°34'24"E 45.61'

N LINE MODGLIN DRIVE

HANCOCK GATEWAY PARK  
PHASE 1-SECTION 1  
INSTR.# 2019/10205

MODGLIN DRIVE



PROJECT # 17-241.12

PAGE 1 OF 2

EXHIBIT B  
(page 2 of 2)

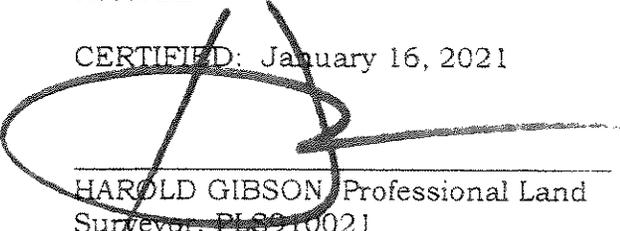
LEGAL DESCRIPTION

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COMMENCING at the northeast corner of the southeast quarter of Section 24, Township 16 North, Range 05 East in Hancock County, Indiana; thence south 00 degrees 44 minutes 22 seconds east (assumed bearing) along the east line of said quarter section a distance of 1300.00 feet to the easterly extension of the south line of "The Bass-Dellen Minor Plat" as per plat thereof recorded as Instrument Number 91-5892 in the office of said Recorder; thence north 89 degrees 34 minutes 25 seconds west along said easterly extension and along said south line a distance of 256.45 feet to the northwest corner of Instrument Number 2060003146 recorded in the office of said Recorder; thence continuing north 89 degrees 34 minutes 25 seconds west along said south line a distance of 42.42 feet to the POINT OF BEGINNING of this description; thence continuing north 89 degrees 34 minutes 25 seconds west along said south line a distance of 42.42 feet to the northeast corner of Block D in "Hancock Gateway Park, Phase 1-Section 1" as per plat thereof recorded as Instrument Number 201910205 in the office of said Recorder; thence south 00 degrees 40 minutes 34 seconds east along the east line of said plat and the west right-of-way line of said N. Huger L. Phelps Drive a distance of 200.00 feet to the southeast corner of said Block D, said point being on the north right-of-way line of John L. Modglin Drive; thence south 89 degrees 34 minutes 24 seconds east along said north right-of-way line a distance of 45.61 feet to a point which is north 89 degrees 34 minutes 24 seconds a distance of 45.61 feet from the southwest corner of said Instrument Number 2060003146; thence north 01 degrees 35 minutes 25 seconds west a distance of 200.07 feet to the POINT OF BEGINNING.

This easement description has been prepared based upon a survey prepared by H. Gibson Surveying recorded as Instrument Number 201909281 in the office of said Recorder.

CERTIFIED: January 16, 2021

  
HAROLD GIBSON Professional Land  
Surveyor, PLSS10021



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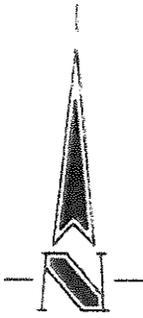
EXHIBIT 'C'  
(PAGE 1 OF 2)

MCDONALD'S REAL ESTATE COMPANY  
PARCEL ID:  
30-05-24-400-021.000-006

LOT ONE  
BASS-DELLEN  
MINOR PLAT  
(INST #91-5892)



DENOTES EASEMENT AREA



Scale 1"=60'



SW COR. OF  
NW 1/4 OF  
SECTION 19,  
T16N, R06E  
HARRISON  
MONUMENT

NE COR. OF  
SE 1/4 OF  
SECTION 24,  
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BRASS PLUG  
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500.44'±22"E

MT. COMFORT ROAD

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N89°34'25"W 256.45'

WEST R/W LINE PER  
INSTR. # 080004866

BLOCK "D"

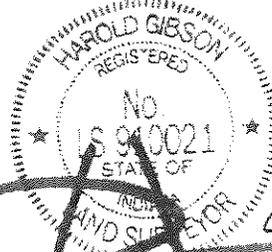
S10°35'25"E 200.07'  
EASEMENT AREA  
N2°30'08"W 200.21'(P) 201.25'(R)

NORTHWEST  
CORNER  
INSTR. #  
2060003146  
MAC'S  
CONVENIENCE  
STORE LLC  
PARCEL ID:  
30-05-24-400-023.000-006

S89°34'24"E 45.61'  
N. LINE MODGLIN DRIVE

HANCOCK GATEWAY PARK  
PHASE 1-SECTION 1  
INSTR. # 201910205

MODGLIN DRIVE



01-16-2021



321 North State Street  
Greenfield, IN 46140  
317-450-1000

PROJECT #: 17-241.12

PAGE 1 OF 2

EXHIBIT C  
(page 2 of 2)

LEGAL DESCRIPTION

An irregular shaped parcel being a part of an "Agreed Finding and Judgment" recorded as Instrument Number 080004866 in the being a part of the southeast quarter of Section 24, Township 16 North, Range 05 East in Buck Creek Township, Hancock County, Indiana, and part of the vacated right-of-way formerly known as N. Huger L. Phelps Drive; and being more particularly described as follows:

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CERTIFIED: January 16, 2021

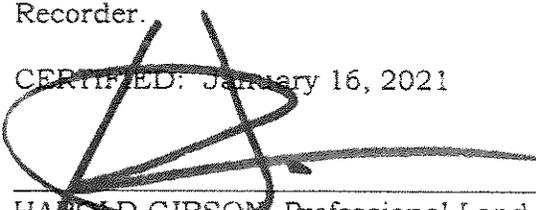
  
HAROLD GIBSON, Professional Land  
Surveyor, PLS910021



EXHIBIT D

ACCESS EASEMENT

THIS ACCESS EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by Hancock Regional Hospital, a county hospital organized under I.C. §16-22-1-1, et.seq. (“HRH”) and Mac’s Convenience Stores, LLC (“MCS”).

Recitals

WHEREAS, HRH is the owner of the real estate described in “Exhibit A, pages 1 and 2” attached hereto and made a part hereof, by virtue of an Ordinance Vacating a Public Way enacted on the \_\_\_\_ day of \_\_\_\_\_, 2021 by the Hancock County Commissioners (the “Ordinance”), which Ordinance is incorporated herein by reference; and

WHEREAS, MCS is the owner of the real estate described in “Exhibit B, pages 1 and 2” attached hereto and made a part hereof, also by virtue of the enactment of the Ordinance by said Commissioners; and

WHEREAS, HRH and MCS each desire to create an access easement for ingress and egress over, along, and across the real estate described in “Exhibits A” and “B” to each other’s adjoining real estate, to provide access to John L. Modglin Drive, and to provide access to and from the adjoining parcel owned by McDonald’s Real Estate Company (“Exhibits A” and “B” combined are shown on “Exhibit C, pages 1 and 2”, attached hereto and made a part hereof, and defined to be the “Access Easement”).

NOW, THEREFORE, in consideration of the mutual promises and agreements herein stated, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference.
2. HRH’S Grant of Access Easement. HRH hereby grants to MCS and McDonald’s, their successors and assigns, a perpetual exclusive right and easement over, across and upon the area described on “Exhibit A”, incorporated herein by reference, for vehicular and pedestrian access to and from each other’s adjoining parcels.
3. MCS’s Grant of Access Easement. MCS hereby grants to HRH and McDonald’s, their successors and assigns, a perpetual exclusive right and easement over, across and upon the area described on “Exhibit B”, incorporated herein by reference, for vehicular and pedestrian access to and from each other’s adjoining parcels.

4. Maintenance of Easement. MCS shall be responsible for the general maintenance, repair, and replacement of the driveway, including snow and ice removal, located on "Exhibit C".

5. Insurance. Each party shall carry and maintain a commercial general liability insurance policy in an amount providing protection of not less than One Million Dollars (\$1,000,000.00) for injury to any person, and Three Million Dollars (\$3,000,000.00) for injury or death to one or more persons per occurrence. Such insurance shall cover the Access Easement.

6. Easement Agreement Runs with the Land. The Access Easement and the terms and provisions hereof shall be appurtenant to and run with the land described therein, and shall be binding upon and inure to the benefit of the owners from time to time of said parcels, and their heirs, assigns, purchasers, and successors.

7. Obstruction of the Easement Areas. HRH and MCS shall not install any curb, fence, bollards, or other improvements that would have the effect of closing, obstructing, or interfering with access or the free flow of vehicular and pedestrian traffic granted by this Access Easement.

8. Indemnity. HRH shall defend, indemnify, and save harmless MCS against liability or claim thereof whether for injury to persons, including death, or damage to property (i) arising out of HRH's agents, employees, licensees, or invitees being on or about the Access Easement, or (ii) arising out of any default hereunder. MCS shall defend, indemnify, and save harmless HRH's against liability or claim thereof whether for injury to persons, including death, or damages to property (i) arising out of MCS's agents, employees, licensees, or invitees being on or about the Access Easement, or (ii) arising out of any default hereunder.

9. Modifications. Any or all provisions of this Access Easement may be amended, terminated, rescinded, released, or otherwise modified, in whole or in part, at any time and from time to time, only by a written document executed and acknowledged by all parties or their grantees, successors and assigns. Any modifications must be recorded in the Recorder's Office of Hancock County, Indiana.

10. Not a Public Dedication. Nothing in this Access Easement may be construed as a gift or dedication to the general public, for the general public or for any public use whatsoever.

11. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Access Easement shall entitle any party to cancel, rescind or otherwise terminate this Access Easement.

12. Defaults and Remedies. In the event of a breach, or attempted or threatened breach, by either party of any of the terms, provisions or covenants of this Easement Agreement, 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) days after written notice of such breach from the non-breaching party (except that in the event of an emergency, no notice shall be required), 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, attorneys' fees) associated therewith, together with interest from the date the non-breaching party incurs such costs and expenses at the per annum rate of twelve percent (12%).

13. No Third Party Beneficiaries. No provision of the Access Easement shall be construed to create any rights or benefits in any person or entity other than the parties and McDonald's, and the successors in title to their respective parcels; provided, however, that each party shall have the right to grant rights to use the Access Easement established hereunder to successors, employees, tenants, occupants, invitees, guests and permittees of the respective parcels.

14. Governing Law. This Access Easement shall be construed in accordance with the laws of the State of Indiana and any applicable federal laws and regulations.

15. Severability. If any term, provision or condition contained in this Access Easement shall, to any extent, be invalid or unenforceable, the remainder of the Access Easement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Access Easement shall be valid and enforceable to the fullest extent permitted by law.

16. Counterparts. This Access Easement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

17. Due Authorization. Each party hereby covenants, warrants and represents that: (a) the individual(s) executing this Access Easement on its behalf is duly authorized to execute and deliver this Access Easement and grants the interests in the estates demised hereunder in accordance with the organization documents of such party; (b) this Access Easement is binding upon such party; and (c) the execution and delivery of this Access Easement will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which it is a party or by which it may be bound.

18. Enforcement. Failure to comply with the provisions of this Access Easement shall be grounds for an action by the aggrieved party and such action may be maintained at the election of the aggrieved party against a non-complying party. Appropriate relief in any action brought to

enforce this Access Easement shall include, without limitation, damages, injunctive relief, specific performance, declaratory relief and the recovery of any damages, costs and reasonable attorney fees incurred by any party successfully enforcing this Access Easement, as well as any and all other remedies available to the aggrieved party at law or in equity.

19. Cancellation and Release of Access Easement. The parties acknowledge and agree that a Cancellation and Release of this Access Easement shall be recorded in the Office of the Recorder of Hancock County, Indiana upon the commencement of construction of the new Circle K store by MCS.

In Witness Whereof, the parties have set their hands on the date first written above.

HANCOCK REGIONAL HOSPITAL

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF INDIANA        )  
  )  
  )        SS:  
COUNTY OF HANCOCK    )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Hancock Regional Hospital, who acknowledged the execution of the foregoing Access Easement, and who, having been duly sworn, stated that they represent and certify that they have been fully empowered by proper resolution to execute and deliver this Access Easement and that the representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires:  
County of Residence:

MAC'S CONVENIENCE STORES, LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF INDIANA        )  
                                  )  
COUNTY OF HANCOCK    )        SS:

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Mac's Convenience Stores, LLC, who acknowledged the execution of the foregoing Access Easement, and who, having been duly sworn, stated that they represent and certify that they have been fully empowered by proper resolution to execute and deliver this Access Easement and that the representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires:  
County of Residence:

This instrument was prepared by Ronald R. Pritzke, 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. – Ronald R. Pritzke

S:\RE\HANCOCK REGIONAL HOSPITAL\MCDONALDS\2021-05-26 Access Easement

C:\Users\AutoCAD-3\Desktop\WORK FOR HOME\17-241.12\17-241.12 exhibits 12-12-20 use me.dwg, 1/15/2021 1:45:01 PM, AutoCAD-3

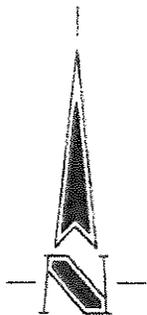
EXHIBIT "A"  
(PAGE 1 OF 2)

MCDONALD'S REAL ESTATE COMPANY  
PARCEL ID:  
30-05-24-400-021.000-006

LOT ONE  
BASS-DELLEN  
MINOR PLAT  
(INST.#91-5892)



DENOTES EASEMENT AREA



Scale 1"=80'



SW COR. OF  
NW 1/4 OF  
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T16N, R06E  
HARRISON  
MONUMENT

NE COR. OF  
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STORE LLC.  
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N LINE MODGLIN DRIVE

MODGLIN DRIVE

HANCOCK GATEWAY PARK  
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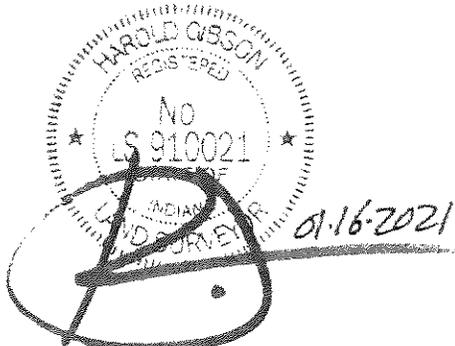


EXHIBIT A  
(page 2 of 2)

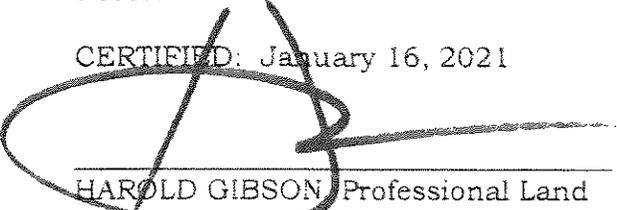
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CERTIFIED: January 16, 2021

  
HAROLD GIBSON, Professional Land  
Surveyor, PL 910021



**H.GIBSON**  
LAND SURVEYING, LLC

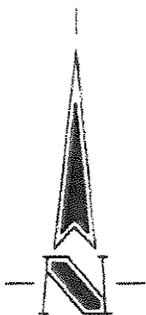
EXHIBIT "B"  
(PAGE OF 2)

MCDONALD'S REAL ESTATE COMPANY  
PARCEL ID:  
30-05-24-400-021.000-006

LOT ONE  
BASS-DELLEN  
MINOR PLAT  
(INST.#91-5892)



DENOTES EASEMENT AREA



Scale 1"=60'



SW COR. OF  
NW 1/4 OF  
SECTION 19,  
T16N, R06E  
HARRISON  
MONUMENT

NE COR. OF  
SE 1/4 OF  
SECTION 24,  
T16N, R06E  
BRASS PLUG  
AND PLATE

500±±±22"E  
1300.00'

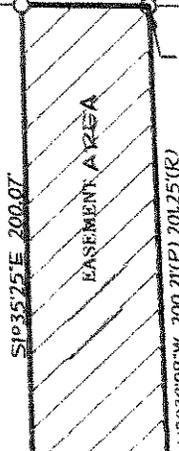
MT. COMFORT ROAD

N89°34'25"W 42.42'

N89°34'25"W 256.45'

WEST RAW LINE PER  
INSTR.# 0800004866

BLOCK "D"



NORTHWEST  
CORNER  
INSTR.#  
2060003146

MAC'S  
CONVENIENCE  
STORE LLC.  
PARCEL ID:  
30-05-24-400-022.000-006

S1°35'25"E 200.07'

EASEMENT AREA

N2°30'08"W 200.21(P) 201.25'(R)

N. LINE MCDGLIN DRIVE

S89°34'24"E 45.61'

HANCOCK GATEWAY PARK  
PHASE 1-SECTION 1  
INSTR.# 201910205

MCDGLIN DRIVE



01-16-2021



C:\Users\AutoCAD-3\Desktop\WORK FOR HOME\17-241.12\17-241.12 exhibits 12-12-20 use me.dwg, 1/15/2021 1:48:32 PM, AutoCAD-3

EXHIBIT B  
(page 2 of 2)

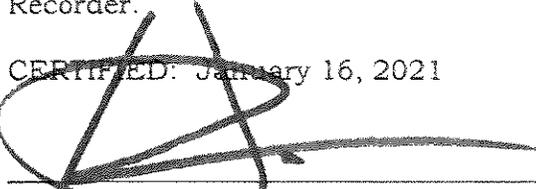
LEGAL DESCRIPTION

An irregular shaped parcel being a part of an "Agreed Finding and Judgment" recorded as Instrument Number 080004866 in the being a part of the southeast quarter of Section 24, Township 16 North, Range 05 East in Buck Creek Township, Hancock County, Indiana, and part of the vacated right-of-way formerly known as N. Huger L. Phelps Drive; and being more particularly described as follows:

COMMENCING at the northeast corner of the southeast quarter of Section 24, Township 16 North, Range 05 East in Hancock County, Indiana; thence south 00 degrees 44 minutes 22 seconds east (assumed bearing) along the east line of said quarter section a distance of 1300.00 feet to the easterly extension of the south line of "The Bass-Dellen Minor Plat" as per plat thereof recorded as Instrument Number 91-5892 in the office of said Recorder; thence north 89 degrees 34 minutes 25 seconds west along said easterly extension and along said south line a distance of 256.45 feet to the northwest corner of Instrument Number 2060003146 recorded in the office of said Recorder, said point being the POINT OF BEGINNING of this description; thence continuing north 89 degrees 34 minutes 25 seconds west along said south line a distance of 42.42 feet; thence south 01 degrees 35 minutes 25 seconds east a distance of 200.07 feet to a point on the north right-of-way line of John L. Modglin Drive which is north 89 degrees 34 minutes 24 seconds west a distance of 45.61 feet from the southwest corner of said Instrument Number 2060003146; thence south 89 degrees 34 minutes 24 seconds east along said north right-of-way line a distance of 45.61 feet to the southwest corner of said Instrument Number 2060003146, said point being on the east right-of-way line of said N. Huger L. Phelps Drive; thence north 02 degrees 30 minutes 08 seconds west along said east right-of-way line a distance of 200.21 feet to the POINT OF BEGINNING.

This easement description has been prepared based upon a survey prepared by H. Gibson Surveying recorded as Instrument Number 201909281 in the office of said Recorder.

CERTIFIED: January 16, 2021

  
HAROLD GIBSON, Professional Land  
Surveyor, PLS910021

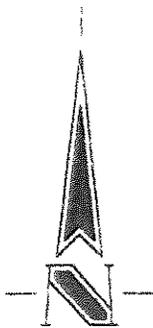


**H. GIBSON**  
LAND SURVEYING, LLC

EXHIBIT C  
(PAGE 1 OF 2)

MCDONALD'S REAL ESTATE COMPANY  
ESTATE COMPANY  
PARCEL ID:  
30-05-24-400-021.000-006

LOT ONE  
BASS-DELLEN  
MINOR PLAT  
(INST.#91-5892)



Scale 1"=60'



DENOTES EASEMENT AREA

SW COR. OF  
NW 1/4 OF  
SECTION 19,  
T16N, R06E  
HARRISON  
MONUMENT

NE COR. OF  
SE 1/4 OF  
SECTION 24,  
T16N, R06E  
BRASS PLUG  
AND PLATE

1300.00'

COUNTY ROAD 600 WEST  
MT. COMFORT ROAD

N89°34'25"W 256.45'

N89°34'25"W 84.84'

WEST R/W LINE PER  
INSTR.# 080004866

NORTHWEST  
CORNER

INSTR.#  
2060003146

MAC'S  
CONVENIENCE  
STORE LLC  
PARCEL ID:  
30-05-24-400-022.000-006

BLOCK "D"

S00°40'34"E 200.00'

ACCESS  
EASEMENT

S00°40'34"E 200.00' (R)  
S00°40'34"E 200.00' (R)

N. LINE MODGLIN DRIVE

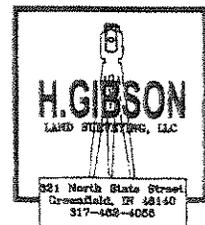
S89°34'24"E 91.22'

HANCOCK GATEWAY PARK  
PHASE 1-SECTION 1  
INSTR.# 2019/10205

MODGLIN DRIVE



12-14-2020  
REV 01-15-2021



LEGAL DESCRIPTION

An irregular shaped parcel being a part of an "Agreed Finding and Judgment" recorded as Instrument Number 080004866 in the Office of the Recorder of Hancock County, Indiana and being a part of the southeast quarter of Section 24, Township 16 North, Range 05 East in Buck Creek Township, Hancock County, Indiana, more commonly known as the public right-of-way of N. Huger L. Phelps Drive; and being more particularly described as follows:

COMMENCING at the northeast corner of the southeast quarter of Section 24, Township 16 North, Range 05 East in Hancock County, Indiana; thence south 00 degrees 44 minutes 22 seconds east (assumed bearing) along the east line of said quarter section a distance of 1300.00 feet to the easterly extension of the south line of "The Bass-Dellen Minor Plat" as per plat thereof recorded as Instrument Number 91-5892 in the office of said Recorder; thence north 89 degrees 34 minutes 25 seconds west along said easterly extension and along said south line a distance of 256.45 feet to the northwest corner of Instrument Number 2060003146 recorded in the office of said Recorder, said point being the POINT OF BEGINNING of this description; thence continuing north 89 degrees 34 minutes 25 seconds west along said south line a distance of 84.84 feet to the northeast corner of Block D in "Hancock Gateway Park, Phase 1-Section 1" as per plat thereof recorded as Instrument Number 201910205 in the office of said Recorder; thence south 00 degrees 40 minutes 34 seconds east along the east line of said plat and the west right-of-way line of said N. Huger L. Phelps Drive a distance of 200.00 feet to the southeast corner of said Block D, said point being on the north right-of-way line of John L. Modglin Drive; thence south 89 degrees 34 minutes 24 seconds east along said north right-of-way line a distance of 91.22 feet to the southwest corner of said Instrument Number 2060003146, said point being east right-of-way line of said N. Huger L. Phelps Drive; thence north 02 degrees 30 minutes 08 seconds west along said east right-of-way line a distance of 200.21 feet to the POINT OF BEGINNING.

This easement description has been prepared based upon a survey prepared by H. Gibson Surveying recorded as Instrument Number 201909281 in the office of said Recorder.

CERTIFIED: December 14, 2020

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HAROLD GIBSON, Professional Land  
Surveyor, PLS910021

