



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: December 3, 2024

☒ Consent Agenda Item

☐ New Item for Discussion

☐ Previously Discussed Item

☐ Miscellaneous

ITEM #: 1

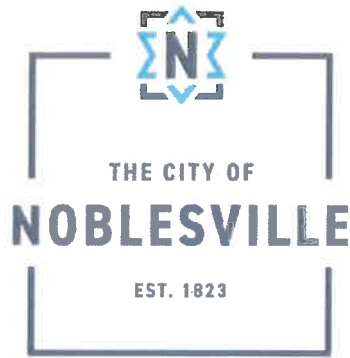
INITIATED BY: Jim Hellmann

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Packets

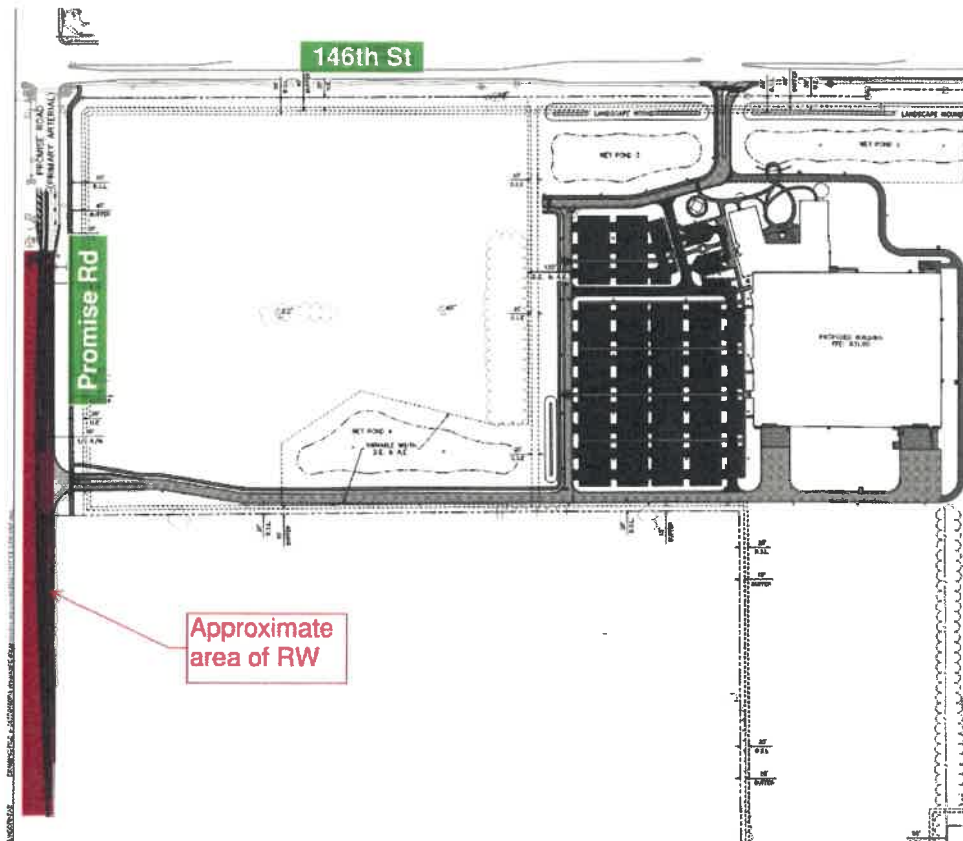


TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY
FROM: JIM HELLMANN, ASST. CITY ENGINEER, ENGINEERING
SUBJECT: WARRANTY DEED FOR PROMISE ROAD RIGHT OF WAY
DATE: DECEMBER 3, 2024

The Bastian Solutions development obtained right of way for the entrance off of Promise Road. Bastian purchased the land from SMC and is dedicating it with the attached Warranty Deed.

I recommend the Board of Public Works accept the RW Deed and have it recorded by the Clerk's Office.

In advance, I greatly appreciate your consideration of this request.



WARRANTY DEED

THIS INDENTURE WITNESSETH, That SMC Corporation of America, an Indiana corporation, the Grantor of Hamilton County, State of Indiana Convey(s) and Warrant(s) to the **CITY OF NOBLESVILLE, INDIANA**, the Grantee, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Hamilton, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

The grantor(s) assume(s) and agree(s) to pay the 2023 payable 2024 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the Grantee in the event of any non-payment.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 21 day of NOVEMBER, 2024.

SMC CORPORATION OF AMERICA, an Indiana corporation

By: Kelley Stacy
Name: Kelley Stacy
Title: President, CEO

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared KELLEY STACY, the PRESIDENT, CEO of SMC Corporation of America, an Indiana corporation and acknowledged the execution of the foregoing instrument in such capacity acting for and on behalf of said corporation and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 21 day of NOVEMBER, 2024.

Stephanie E Beaton
(signature)
STEPHANIE E BEATON
(printed name)



My Commission Expires: MAY 27, 2028 County of Residence: HAMILTON

Send tax statements to and
Grantee's mailing address is:

This instrument was prepared by Jeffery C. Dack, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282-0200; Telephone: (317) 236-2304.

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. /s/ Jeffery C. Dack

EXHIBIT A

LEGAL DESCRIPTION

Right-of-way – 1.795 Acres

Part of the West Half of the Northwest Quarter of Section 21, Township 18 North, Range 5 East of the Second Principal Meridian, Hamilton County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument found at the northeast corner of said West Half; thence South 00 degrees 30 minutes 40 seconds East (the basis of bearings is the Indiana Geospatial Coordinate System, Hamilton Zone) 690.01 feet along the east line of said West Half to a northeast corner of the parcel conveyed to SMC Corporation of America as described in Instrument Number 2013065538, in the Office of the Recorder of Hamilton County, Indiana, which is the POINT OF BEGINNING; thence continuing South 00 degrees 30 minutes 40 seconds East 1,627.90 feet along said east line; thence South 89 degrees 29 minutes 20 seconds West 28.80 feet; thence North 02 degrees 39 minutes 32 seconds West 699.14 feet; thence North 00 degrees 30 minutes 40 seconds West 585.67 feet; thence North 01 degree 38 minutes 11 seconds East 343.81 feet to a north line of said SMC Corporation parcel; thence North 89 degrees 29 minutes 20 seconds East 42.12 feet along said north line to the POINT OF BEGINNING. Containing 1.795 acres, more or less.

