

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

CROSS REFERENCE – Book 130 Page 82

CLARIFICATION OF CONSENT TO ENCROACH

WHEREAS, 52 East Main Street, LLC, (hereinafter as “Party A”) is the successor in interest to James R. Stinnett, as the owner of the following described real estate (the “Real Estate”) in Hendricks County, Indiana:

LOTS NUMBERED 5 AND 6 IN BLOCK NUMBER 12 IN THE ORIGINAL TOWN OF DANVILLE, HENDRICKS COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED APRIL 29, 1824, IN PLAT BOOK 1, PAGE 60, IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, INDIANA.

WHEREAS, on, or about April 7, 1992, Party A and the Town of Danville, Indiana (hereinafter “Party B”) entered into a Consent to Encroach (“Original Consent”), recorded at Book 130, Page 82 on or about April 9, 1992, in the Hendrick County Recorder’s Office.

WHEREAS, Party A and Party B wish to clarify provisions which are included in the Original Consent.

NOW THEREFORE, in consideration provided in the Original Consent, Party A and Party B agree that the Real Estate improvements which encroach into the public rights-of-way of Party B may be maintained by Party A in accordance with the Original Consent, unless and until the encroaching improvements have substantially deteriorated or been destroyed as provided in the Original Consent. For the purposes of clarity, Party A and Party B agree that the term “substantial deterioration,” as used in the Original Consent, shall have the following meaning: refers to significant structural distress or weakness that adversely affects a building's overall structural condition and integrity. This term excludes surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling finishes, unless a licensed engineer or architect conducting a phase one or phase two inspection determines that such imperfections indicate substantial structural deterioration. In the event there is a dispute between the Parties as to whether substantial deterioration has occurred to the encroaching improvements, the Town Council of Party B shall have the final and governing determination as to whether such a substantial deterioration has occurred as contemplated by the Original Consent.

All other provisions in the Original Consent shall remain unchanged by this Clarification of Consent to Encroach (“Clarification”) and that such clarification provided hereunder shall be binding upon and may

be relied upon by the Parties' heirs, devisees, secured lenders and successors in interest to the Real Estate described herein and shall be a covenant running with the land.

IN WITNESS THEREOF, Party A and Party B have hereby executed this Clarification by executing same this ____ day of _____, 2025.

PARTY A:

52 East Main Street, LLC

By: Teri Moore, Sole Member

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Teri Moore, Member of 52 E. Main Street, LLC, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS MY HAND and Notarial Seal this ____ day of _____, 2025.

My Commission Expires:

Notary Public – Written

My County of Residence:

Notary Public – Printed

My Commission Number:

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

[PARTY B SIGNATURE PAGE FOLLOWS IMMEDIATELY.]

Party B:

David Potter, President

Michael Chatham, Vice President

Chris Gearld, Member

Bret Doub, Member

Greg Irby, Member

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above, as members of the Danville Town Council, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS MY HAND and Notarial Seal this ____ day of _____, 2025.

My Commission Expires:

Notary Public – Written

My County of Residence:

Notary Public – Printed

My Commission Number:

[SIGNATURE PAGE OF PARTY B TO CLARIFICATION OF CONSENT TO ENCROACH.]

This instrument was prepared by: RUSSELL L. BROWN, Attorney at Law, 26781-49, CLARK, QUINN, MOSES, SCOTT & GRAHN, LLP, 320 N. Meridian Street, Suite 1100, Indianapolis, Indiana, 46204.

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. RUSSELL L. BROWN

STATE OF INDIANA)
) 35
COUNTY OF HENDRICKS)

6390

BOOK 130 PAGE 82

ENTERED FOR RECORD

CONSENT TO ENCROACH

BOOK

APR 9 1992

11:50

130

Jay Babbey

82-15

HENDRICKS COUNTY RECORDER

WHEREAS, JAMES E. STINNETT (hereinafter referred to as Party A) is the owner of the following described real estate in Hendricks County, Indiana, to-wit:

Lots Numbered Five (5) and Six (6) in Block Twelve (12), Original Town of Danville, Hendricks County, Indiana, as per plat thereof recorded April 29, 1824 in Plat Book 1, pages 60-61 and also in Deed Book 3, pages 44-45 in the Office of the Recorder of Hendricks County, Indiana.

WHEREAS, a Mortgage inspection survey, dated February 11, 1992, by Larry A. Cramer, Registered Land Surveyor No. 30279, discloses the following encroachments:

1. That improvements upon petitioner's property encroach the East property line of Party A onto a portion of real estate dedicated to the Town of Danville for Indiana Street.
2. That improvements upon petitioner's property encroach the North property line of Party A into an existing alley dedicated to the Town of Danville.
3. That improvements upon petitioner's property encroach the South property line of Party A into the existing right-of-way for State Road #36, also known as Main Street.

a copy of said survey is attached hereto and incorporated herein by reference.

WHEREAS, said properties being encroached upon are public right-of-ways and are dedicated to the Civil Town of Danville (hereinafter referred to as Party B)

Party A and Party B hereby agree that all maintenance expenses regarding said improvements shall be the sole responsibility of Party A.

Party A and Party B hereby agree that at such time as the improvements shown on said survey substantially deteriorate and/or are destroyed, any consent to encroach regarding said improvement will terminate. This consent should not be construed as allowing any reconstruction of said improvements.

Party A and Party B hereby agree that this agreement shall be binding upon their heirs, devisees, secured lenders and successors in interest to the real estate described herein and shall be a covenant running with the land.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration Party B hereby consents to the encroachments of improvements by Party A as described above onto the real estate owned by Party B. Party A hereby denies any claim of adverse possession, if any, which he may have acquired to the real estate described above as owned by Party B by reason of said encroachments.

IN WITNESS WHEREOF, Party A and Party B have placed their respective endorsements below this 7th day of April, 1992.

[Signature]
James E. Stinnett

Party A

[Signature]
William Bair, President

Party B
[Signature]
Loris Thompson, Member

[Signature]
William Corbitt, Member

[Signature]
Richard Burrows, Member

Before me, a Notary Public in and for said County and State, personally appeared James E. Stinnett who acknowledged the execution of the foregoing Encroachment Consent, and who, having been duly sworn, state that any representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of April, 1992.

My Commission Expires: *[Signature]*
County of Residence: Susan R. Jones, Notary Public
(Residence Same as Indiana name)
My Commission Expires May 15, 1995



Before me, a Notary Public in and for said County and State, personally appeared the Members of the Town Council of the Civil Town of Danville who acknowledged the execution of the foregoing Encroachment Consent, and who, having been duly sworn, state that any representations therein contained are true.

Witness my hand and Notarial Seal this 7 day of April, 1992.

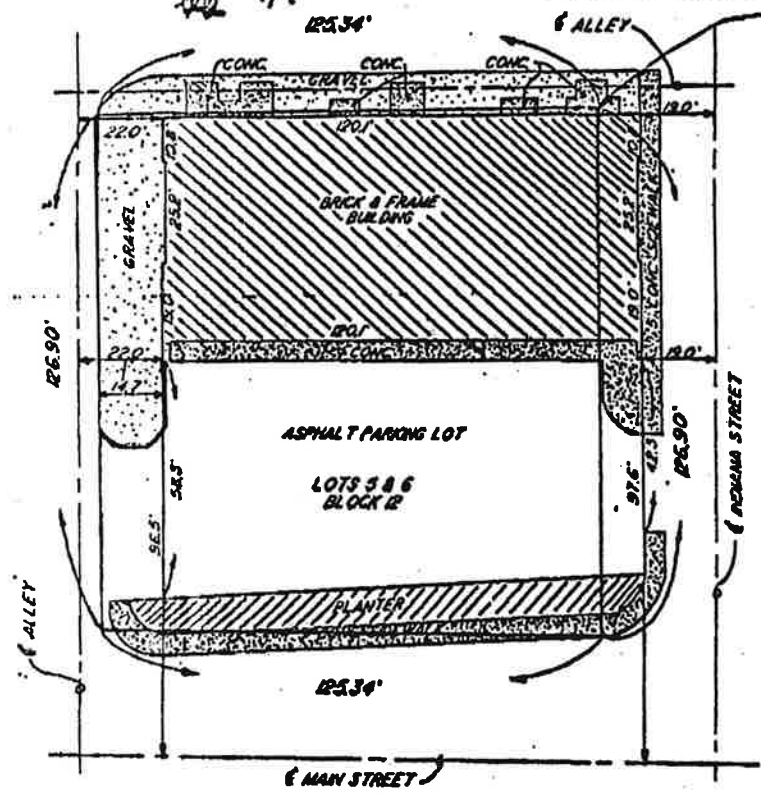
My Commission Expires: 1-16-96
County of Residence: Hamilton
[Signature]
THOMAS J. O'BRIEN
(printed name)

This instrument prepared by: Jennifer E. Jones, Attorney at Law
Post Office Box 6
Danville, IN 46122
(317) 745-2382



LEWIS ENGINEERING, INC.
 1001 East Main Street
 Plainfield, Indiana 46168
 Tel: 317-839-2412

BUILDING APPEARS TO ENCRoACH EAST PROPERTY LINE



NOTE: Building sidewalks, gravel & planter locations are approximate.
 A STAKE SURVEY IS REQUIRED TO DETERMINE EXACT LOCATIONS.
 NO VISIBLE EVIDENCE OF POSSESSION FOUND.

SEE SHEET 1 FOR LEGAL DESCRIPTION

NOTE: This MORTGAGEE'S INSPECTION was prepared for IDENTIFICATION PURPOSES for the MORTGAGES in connection with a new mortgage, and is not intended or represented to be a land or property line survey. NO ERRORS WERE NOT. Do not use for establishing fences or building lines. No responsibility is extended herein to the land owner or occupant.



Larry A. Cramer
 LARRY A. CRAMER
 REGISTERED LAND SURVEYOR NO. 50279
 STATE OF INDIANA

DATE	02/11/20
SCALE	1" = 30'
DRAWN BY	EN
CHECKED BY	
JOB NO.	22-35

ADDITIONAL INFORMATION 21433

EXHIBIT "A"

... 1. ... 2.



LEWIS ENGINEERING, INC.
1001 East Main Street
Plainfield, Indiana 46160
Tel: 317-839-2412

SURVEYOR LOCATION REPORT

THIS REPORT IS DESIGNED FOR USE BY A TITLE INSURANCE COMPANY WITH RESIDENTIAL LOAN POLICIES. NO CORNER MARKERS WERE SET AND THE LOCATION DATA HEREIN IS BASED ON LIMITED ACCURACY MEASUREMENTS. THEREFORE, NO LIABILITY WILL BE ASSURED FOR ANY USE OF THIS DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES.

PROPOSED BUYER: JAMES E. STINEKIT

PROPERTY ADDRESS: 94 East Main St., Danville

PROPOSED LENDER AND TITLE COMPANY: Hendricks County Bank, and Taylor & Taylor, Inc.

PROPERTY DESCRIPTION:

Lots numbered Five (5) and Six (6) in Block numbered Twelve (12) in THE ORIGINAL TOWN OF DANVILLE, Hendricks County, Indiana, as per plat thereof recorded in Deed Record 3, Page 44, in the office of the Recorder of Hendricks County, Indiana.

This lot appears to be classified as Zone "C" (areas of minimal flooding) per firm flood insurance rate map for the Town of Danville, Indiana, community panel 180088 0001 B, effective date 11/15/79, U. S. Department of Housing & Urban Development. The accuracy of any flood hazard statement shown on this report is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced flood insurance rate map.

I HEREBY CERTIFY TO THE PARTIES NAMED ABOVE THAT THE REAL ESTATE DESCRIBED HEREIN WAS INSPECTED UNDER MY SUPERVISION ON THE DATE INDICATED AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT CONFORMS WITH THE REQUIREMENTS CONTAINED IN SECTIONS 42 THROUGH 44 OF 864 IAC 1.1-13 FOR A SURVEYOR LOCATION REPORT.

	<p>LARRY A. CRAMER REGISTERED LAND SURVEYOR NO. 80279 STATE OF INDIANA</p>	Rev. DATE 2/11/92
		SCALE
		DRAWN BY
		CHECKED BY
		JOB NO. 97-35

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