

TEMPORARY INGRESS/EGRESS EASEMENT

Cross Reference: Instrument No. 202508551
 Instrument No. 202307652

THIS TEMPORARY INGRESS/EGRESS EASEMENT, dated as of the ____ day of _____, 2025, is by and between the Town of Danville, Indiana (“Grantor”), and D.R. Horton – Indiana, LLC, a Delaware limited liability company (“Grantee”).

Recitals:

- A. Grantee is the owner of certain real estate in Hendricks County, Indiana, more particularly described in Exhibit “A” attached hereto (the “Benefitted Parcel”).
- B. Grantor is the owner of certain real estate in Hendricks County, Indiana, more particularly described in Exhibit “B” attached hereto (the “Burdened Parcel”).
- C. There currently exists a curb-cut onto US Highway 36 approximately 415 feet east of the southwest corner of the Burdened Parcel (the “Existing US 36 Curb Cut”).
- D. Grantee utilizes the Existing US 36 Curb Cut for ingress and egress to and from US Highway 36 and the Benefitted Parcel.
- E. A future (but not yet existing) curb-cut onto US Highway 36 is planned for the southwest corner of the Burdened Parcel.
- F. Grantor has agreed to grant to Grantee a temporary ingress/egress easement over and across the Burdened Parcel for the purpose of ingress and egress to and from US Highway 36 and the Benefitted Parcel, upon the terms and conditions herein.

Terms:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

- 1. The Recitals above are incorporated herein by reference.
- 2. Grantor hereby grants to and for the benefit of Grantee, its successors and assigns, a non-exclusive temporary ingress and egress easement in, through, and over the Burdened Parcel to provide vehicular and pedestrian ingress and egress to and from the Existing US 36 Curb Cut and the Benefitted Parcel.
- 3. This Temporary Ingress/Egress Easement shall automatically terminate at such time that a new curb-cut onto US Highway 36 (and platted easement or public right-of-way) is established

at the southwest corner of the Burdened Parcel that provides ingress and egress to and from US Highway 36 and the Benefitted Parcel.

4. This grant of easement together with all the covenants contained herein, shall run with the land and shall be binding upon and run for the benefit of the successors, grantees, and assigns of the respective parties hereto.

[SIGNATURES OF FOLLOWING PAGES]

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IN WITNESS WHEREOF, the parties have executed this Temporary Ingress/Egress Easement as of the day and year first above written.

“Grantor”

The Town of Danville, Indiana

By: _____
Printed: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State personally appeared _____, the _____ for the Town of Danville, Indiana, who having been duly sworn, acknowledged the execution of the foregoing Temporary Ingress/Egress Easement on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

Commission Number

Printed

County of Residence: _____

My Commission Expires: _____

“Grantee”

D.R. Horton – Indiana, LLC, a Delaware limited liability company

By: D.R. Horton, Inc. – Midwest, a California corporation, its Sole Member

By: _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of D.R. Horton, Inc. – Midwest, a California corporation, the sole member of D.R. Horton – Indiana, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Temporary Ingress/Egress Easement on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

Commission Number

Printed

County of Residence: _____

My Commission Expires: _____

This Instrument was prepared by John J. Moore, Attorney, Tuohy Bailey & Moore LLP, 9294 N. Meridian Street, Indianapolis, Indiana 46260.

I affirm, under penalty of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. John J. Moore.

EXHIBIT “A”

LEGAL DESCRIPTION OF BENEFITTED PARCEL

The Land referred to herein below is situated in the County of Hendricks, State of Indiana, and is described as follows:

Tract 1

Common Area 5A of the Final Plat of Miles Farm Blocks 1 & 2 and Common Areas 4A & 5A, recorded as Instrument Number 202508551 in the Office of the Recorder of Hendricks County, Indiana.

and

Tract 2

Common Area FF1 of the Final Plat of Miles Farm, Section 1, recorded as Instrument Number 202307652 in the Office of the Recorder of Hendricks County, Indiana.

EXHIBIT “B”

LEGAL DESCRIPTION OF BURDENED PARCEL

Block 2 of the Final Plat of Miles Farm Blocks 1 & 2 and Commons Areas 4A & 5A, recorded as Instrument Number 202508551 in the Office of the Recorder of Hendricks County, Indiana.