

REQUEST TO BE PLACED ON COUNCIL AGENDA

NAME Benjamin & Deanna LeGere **DAYTIME PHONE NO:** 812-603-6935
(PLEASE PRINT)

ORGANIZATION PRESENTING: N/A

ADDRESS 104 East School Street, St. Paul, IN 47272

DATE OF COUNCIL MEETING REQUESTING TO ATTEND July 7, 2026

TOPIC TO BE PRESENTED TO COUNCIL _____

We granted two (2) temporary and (1) one permanent easements to the Town of Saint Paul, Indiana on March 13, 2011 for the purpose of a storm drainage project. The project was not started/completed. Therefore, we are requesting a release of easement rights. We have attached a copy of the Easement. A release was granted to an adjacent property in 2015.

ACTION REQUESTED OF COUNCIL _____

Approve and sign a Release of Easement Rights

SIGNATURE 

DATE 06/22/2026

****NOTE**** Regular Town Board meetings are scheduled for the 1st Tuesday of every month @ 7:00 PM in the Civic Center.

Members of the public are provided with the opportunity to request items be placed on Council Agenda for consideration or discussion. A written request to be placed on the Council Agenda must be received by the Towns Secretary at the Clerk Treasurers office or e-mailed to joshuasangl2024@gmail.com before 4PM the Tuesday prior to the council meeting.

For Town use only:

Town staff with whom the request was discussed: _____

Date specifics discussed with Town staff: _____

EASEMENT

THIS INDENTURE WITNESSETH, That **Benjamin A. Legere and Deanna L. Porter**, the Grantors, of Decatur County, State of Indiana Conveys and Warrants to the **Town of St. Paul, Indiana**, the Grantee, for valuable consideration, the receipt of which is hereby acknowledged, a permanent easement and right of way in, under and upon certain Real Estate situated in the County of Decatur, State of Indiana, and which is more particularly described in the legal description and depicted on the Plat attached as Exhibit "A" which exhibit is incorporated herein by reference, for the purpose of the construction, reconstruction, maintenance, operation and repair of a storm drainage system and appurtenances thereto, which appurtenances may include but are not limited to, ditches and drainage facilities, slopes, rip rap, culverts, and like features.

ALSO, a temporary construction easement as described and depicted on said Exhibit "A." The temporary easement shall expire upon completion of construction.

ALSO, additional conditions as outlined in attached Exhibit "B".

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

Grantee, its employees, agents, contractors, subcontractors and assigns shall have the right to enter upon the area of this easement at will to construct, reconstruct, maintain, and operate the storm drainage system and appurtenances and to remove from the area any encroaching trees or other vegetation, buildings or other obstructions to the free and unobstructed use of the right of way, and to make such alteration and improvements to the storm drainage system and appurtenances as the Grantee may deem necessary or useful.

Grantors and their successors in title agree not to erect, maintain or allow to continue within the area of the easement any building, structure, fence, plantings or other obstruction to

the Grantee's free and unobstructed use of this right of way without the prior express written permission of the Grantee. Such permission shall not be effective unless and until recorded.

Grantors warrant that the undersigned is the owner in fee simple of said Real Estate, lawfully seized thereof and has good right to grant and convey this easement. This easement and its associated benefits and obligation shall run with the Real Estate. This indenture shall bind and inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, Grantor has executed this instrument this 15th day of

March, 2011.

Benjamin A. Legere
Benjamin A. Legere

Deanna L. Porter
Deanna L. Porter

STATE OF INDIANA)
) SS:
COUNTY OF DECATUR)

Before me, a Notary Public in and for said State and County, personally appeared Benjamin A. Legere and Deanna L. Porter, who acknowledged the execution of the same to be Grantors' voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Seal this 15th day of March, 2011.

Kenneth G. Garrison
Signature

My Commission Expires: 4/13/2016

Kenneth G. Garrison
Printed Name

Resident of Shelby County, IND.

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. **Margaret A. Polanski**

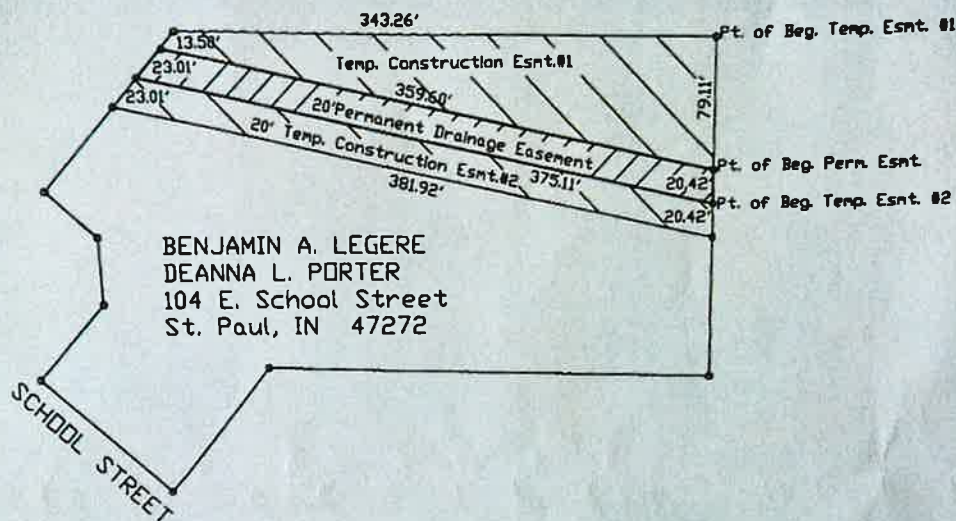
Prepared by Margaret A. Polanski, Attorney at Law

EASEMENT EXHIBIT "A"
PREPARED FOR THE TOWN OF ST. PAUL, INDIANA

-201101466

NORTH

0 50 100 150 200



20' PERMANENT EASEMENT DESCRIPTION

A part of Section 3, Township 11 North, Range 8 East, Decatur County, Indiana, described as follows:

Commencing at the northeast corner of the grantors' land; thence South 00°25'32" West 79.11 feet along the east line of the grantors' land to the Point of Beginning of this description;

Thence continuing South 00°25'32" West 20.42 feet along said east line; thence North 77°53'22" West 375.11 feet to the west line of the grantors' land; thence North 41°44'22" East 23.01 feet along said west line; thence South 77°53'22" East 359.60 feet to the Point of Beginning, containing 7,347 square feet (0.169 acres), more or less.

TEMPORARY CONSTRUCTION EASEMENT #1

A part of Section 3, Township 11 North, Range 8 East, Decatur County, Indiana, described as follows:

Beginning at the northeast corner of the grantors' land; thence South 00°25'32" West 79.11 feet along the east line of the grantors' land; thence North 77°53'22" East 359.60 feet to the west line of the grantors' land; thence North 41°44'22" East 13.50 feet along said west line to the northwest corner of the grantors' land; thence South 88°55'51" East 343.26 feet along the north line of the grantors' land to the Point of Beginning, containing 15,689 square feet (0.360 acres), more or less.

20' TEMPORARY CONSTRUCTION EASEMENT #2

A part of Section 3, Township 11 North, Range 8 East, Decatur County, Indiana, described as follows:

Commencing at the northeast corner of the grantors' land; thence South 00°25'32" West 99.53 feet along the east line of the grantors' land to the Point of Beginning of this description;

Thence continuing South 00°25'32" West 20.42 feet along said east line; thence North 77°53'22" West 381.92 feet to the west line of the grantors' land; thence North 41°44'22" East 23.01 feet along said west line; thence South 77°53'22" East 375.11 feet to the Point of Beginning, containing 7,657 square feet (0.176 acres), more or less.

BURGESS AND NIPLE, INC.
251 NORTH ILLINOIS STREET
SUITE 920
INDIANAPOLIS, IN 46204
317-237-2760



Kenneth Gregory Garrison
3/3/2011

- 201101466

EXHIBIT "B"

The following conditions are made a part of this grant of easement.

Grantor currently has access across the existing ditch to maintain the lawn on the other side. That access will not be affected. Should the ditch be altered significantly from its current condition, a culvert will be constructed to allow access.