Greenway Easement

Yau ~~Kin~~ King Yeung herinafter referred to as Grantor, grants and conveys to the City of West Lafayette, Indiana, herinafter referred to as Grantee, in consideration of the covenants herein and one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the following easement:

The right to install, repair, maintain, alter and operate a greenway as described herein for the use and purpose specified herein and no other use or purpose in, into, over and across the following described real estate:

A 20-Foot strip easement over, under, and across certain real estate, which is described more particularly on Exhibit A and Exhibit B attached hereto.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

Greenway Easement. A greenway authorized herein may include a paved or unpaved path of approximately 12 feet in width and other improvements for use by bicyclists and pedestrians. Such greenway easement shall be governed by the following terms.

a. Nature of easement; assignment. The easement granted is in gross and shall not run with any other land. The easement may be subject to modification in the event Grantor expands or remodels existing improvements. The easement may be assigned and/or reassigned by Grantee only to the West Lafayette Board of Parks and Recreation, the Tippecanoe County Commissioners, the West Lafayette Board of Parks and Recreation Foundation, West Lafayette Redevelopment Commission or the West Lafayette Redevelopment Authority (each of which shall be considered an additional Grantee for purposes of this easement, if so assigned). Assignment shall not relieve the grantee, City of West Lafayette, of any obligation as Grantee hereunder. Grantor's rights are reserved to Grantor and its successors and assigns as owner of the real estate that is subject of this easement.

b. Improvements. Grantee may construct, operate and maintain a greenway including the following improvements; landscaping (including shrubs, flowers, trees and grass whether cultivated or native to this area), a paved or unpaved path of approximately 12 feet in width, signs of a maximum size each as provided by AASHTO Bikeway Guidelines, fencing, surface drainage improvements, bridges, and any related or similar improvements (all of which are collectively called improvements).

c. Use of easement by Grantee. The improvements are to be constructed and operated by the Grantee as its sole expense, solely for hiking, non-motorized bicycling, cross-country skiing and similar uses, but excluding use by and motorized vehicles whatever, other than maintenance vehicles operated by the Grantee for maintenance of the easement area and its improvement.

d. Maintenance of improvements. Upon construction of improvements, the Grantee shall maintain existing drainage characteristics and the improvements and shall maintain the easement area in a clean, safe and orderly condition, including adequate trash collection and removal services and facilities and shall keep grassed areas mowed during growing seasons.

e. Use of easement by owner. The Grantor reserves the right to use the easement for any purpose not expressly prohibited or inconsistent with the easement granted. No trailer houses, mobile homes, portable living quarters, motor vehicles or structures, including houses, sheds, barns or similar structures, shall be placed within the easement area. Except temporary construction periods and subject to restoration, no topsoil, sand, gravel, rock or minerals shall be excavated or removed from the easement area, except as may be incidental to the permitted use or for the removal of dead, diseased, or decayed trees or vegetation. Grantor may use the easement area for underground drainage or other utilities that do not impair the use of the easement. Any installation of maintenance of underground utilities or drainage shall include restoration of any improvements.

f. Insurance. Grantee agrees to furnish Grantor and owner with certificate of public liability insurance in amounts of not less than $5,000,000 per occurrence and in the aggregate, covering both the Grantee and Grantor and owner as an additional named insured. Grantor assumes no liability because of entry into or use of the ground by Grantee and shall be held harmless for liability or expenses arising from construction of the trail.

g. Mechanic's Lien. Grantee covenants and agrees to indemnify Grantor and owner against and hold Grantor and owner harmless from any mechanic's lien (and any expenses of defense if Grantee fails to defend upon written notice) asserted against the easement real estate as a consequence of any work done by Grantee or its agents and to promptly cause to be released any such lien if filed.

h. Term. The term of this easement shall be perpetual. However, the easement for use as a greenway shall terminate if no use of the greenway is made within 20 years from the date of execution of this easement.

i. Notices. Notices under this agreement shall be deemed delivered upon personal delivery upon mailing by certified mail, return receipt requested, United States Mail. Notice to GRANTEE shall be delivered to Grantee, The City of West Lafayette, and to the West Lafayette Board of Parks and Recreation, both at City Hall, 609 West Navajo, West Lafayette, Indiana 47906. Notice to GRANTOR shall be delivered to grantor, Yau Kin Yeung, 3110 Onyx Street, West Lafayette, Indiana.

j. The as-built description may be recorded as an addendum of this Greenway Easement, and it shall then fix and limit the location of the 20-foot wide strip greenway easement.

Dated: _____

GRANTOR:

Yau ~~Kin~~ Kuh Yeung

By: _____

Name: Yau ~~King~~ Kuh Yeung

Title: Owner

GRANTEE ACCEPTS AND AGREES:

BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF WEST LAFAYETTE

_____

John R. Dennis, Mayor

_____

Sana G. Booker, Member

_____

Bradley W. Marley, Member

_____

Jonathan C. Speaker, Member

Attest:

_____

Clerk-Treasurer Judith C. Rhodes

_____

Elizabeth M. Stull, Member

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a notary public, on Sept 24, ~~2009~~ 2010, personally appeared Yau King Yeung, the owner of Lot 166 of Amberleigh Village Subdivision, and acknowledged the execution of the foregoing easement.

Jennifer Van Dame

, notary public
Resident of Tippecanoe County.

My commission expires:
8/6/15

JENNIFER L. VAN DAME
Resident of Tippecanoe County, IN
My commission Expires
August 6, 2015

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a notary public, on _____, 2009, personally appeared _____, _____, _____ and Judith C. Rhodes, personally known to me to be the members of the Board of Public Works and the Clerk-Treasurer, respectively, of the City of West Lafayette, and acknowledged the execution of the foregoing easement for and on behalf of the City.

_____

, notary public
Resident of _____ County.

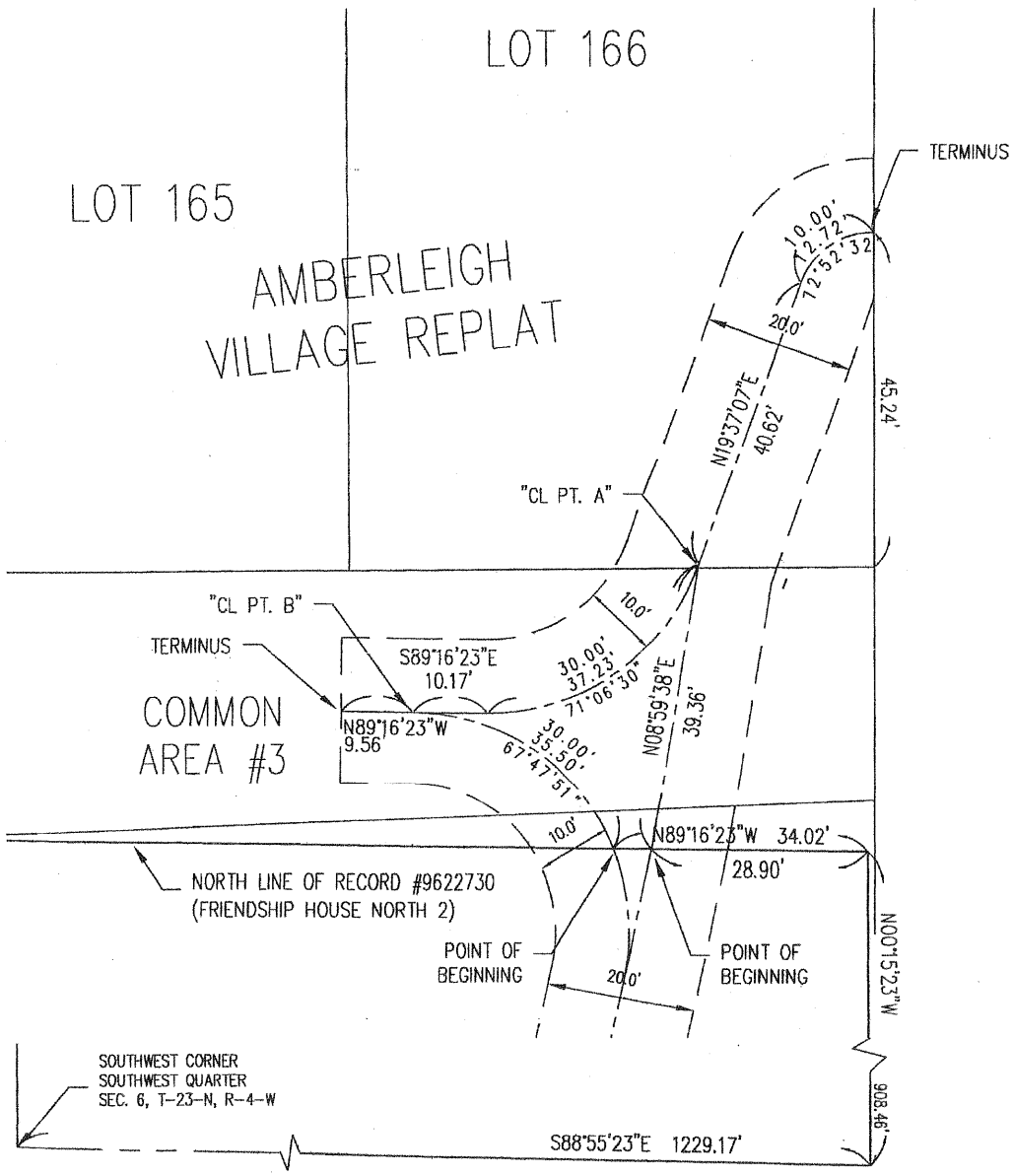
My commission expires:

_____

Schneider
THE SCHNEIDER CORPORATION
3725 ROME DRIVE
LAFAYETTE, IN 47905-4450
TELEPHONE: 765-448-6661
FAX: 765-448-6665
www.schneidercorp.com

EXHIBIT FOR AMBERLEIGH VILLAGE
SOUTHWEST QUARTER
SECTION 6-T23N-R4W
WEST LAFAYETTE, INDIANA

(IN FEET)
1 inch = 20 feet



Surveyor's Certification

I hereby certify that to the best of my knowledge and belief the within exhibit represents a proposed easement located in accordance with client's instructions. A separate land description of this proposed easement was composed and provided to the client for use in easement documents.

DALE L. GRIMES
REGISTERED
No.
S 0452
STATE OF
INDIANA
LAND SURVEYOR

Dale L. Grimes
Registered Land Surveyor No. S0452

PAGE 1 OF 1
JOB NUMBER: 2425.002
DRAWING FILE: L:\2K\2425\002\dwgs\2425_trail_easement.dwg
DATE: 11/29/04 DRAWN BY LAJ

Schneider

TSC Project #2425.002
Land Description – Proposed Amberleigh Trail Easement

Strips of land located in Lot 166 and Common Area 3 in the amended Final Plat of Amberleigh Village Subdivision as recorded in Record #03008243 located in the Southwest Quarter of Section 6, Township 23 North, Range 4 West, City of West Lafayette, Tippecanoe County, Indiana; said strips of land being 20 feet of even width, 10 feet on each side of the following described centerlines:

Commencing at an aluminum monument marking the southwest corner of said Southwest Quarter; thence South 88 degrees 55 minutes 23 seconds East (bearing based on Record #9622730, dated October 29, 1996) along the South line thereof, a distance of 1229.17 feet to the southeast corner of the tract described in Deed Record #9622730; thence North 0 degrees 15 minutes 23 seconds West along the east line of said tract a distance of 908.46 feet to the northeast corner of said tract, thence North 89 degrees 16 minutes 23 seconds West along the north line of said tract a distance of 28.90 feet to the **Point of Beginning** of said centerline; thence North 08 degrees 59 minutes 38 seconds East a distance of 39.36 feet to "Centerline Point A"; thence North 19 degrees 37 minutes 07 seconds East a distance of 40.62 feet; thence northerly along a curve to the right (said curve having a radius of 10.00 feet, a chord length of 11.88 feet and a chord bearing of North 56 degrees 03 minutes 23 seconds East) an arc distance of 12.72 feet to the **Terminus**, being a point on the east line of Amberleigh Village, north 45.24 feet from the southeast corner of said Lot 166, the side lines of said strip being lengthened or shortened to intersect the said east line and the north line of Record #9622730.

ALSO

Commencing at an aluminum monument marking the southwest corner of said Southwest Quarter; thence South 88 degrees 55 minutes 23 seconds East (bearing based on Deed Record #9622730, dated October 29, 1996) along the South line thereof, a distance of 1229.17 feet to the southeast corner of the tract described in Deed Record #9622730; thence North 0 degrees 15 minutes 23 seconds West along the east line of said tract a distance of 908.46 feet to the northeast corner of said tract, thence North 89 degrees 16 minutes 22 seconds West along the north line of said tract a distance of 34.02 feet to the **Point of Beginning** of said centerline; thence northwesterly along a non-tangent curve to the left (said curve having a radius of 30.00 feet, a chord distance of 33.46 feet and a chord bearing of North 55 degrees 22 minutes 27 seconds West) an arc distance of 35.50 feet to "Centerline Point B", thence North 89 degrees 16 minutes 23 seconds West a distance of 9.56 feet to the **Terminus**, the side lines of said strip being lengthened or shortened to intersect said north line.

ALSO

Beginning at said "Centerline Point B"; thence South 89 degrees 16 minutes 23 seconds East a distance of 10.17 feet; thence northeasterly along a curve to the left (said curve having a radius of 30.00 feet, a chord length of 34.89 feet and a chord bearing of North 55 degrees 10 minutes 22 seconds East) an arc distance of 37.23 feet to the **Terminus**, being said "Centerline Point A".

Prepared by:
Dale Grimes, PLS
Director of Land Surveying
Lafayette Operations

Date: November 30, 2004
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THE SCHNEIDER CORPORATION
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