Tax Key No.: 134-06200-0017
134-06200-0479
State Id. No.: 79 07-30-200 018.000-023
79 07-30-100 001.000-023
Last Transfer: Deed Record 86, Page 4823

GRANT OF EASEMENT
Western Interceptor (Sanitary Sewer Line) Division IV
Temporary and Permanent Easements for Parcel 18, 18A, & 18B

THE STATE OF INDIANA, IN TRUST FOR THE TRUSTEES OF PURDUE UNIVERSITY (the "Grantor"), by THE TRUSTEES OF PURDUE UNIVERSITY, a body corporate created and existing under the laws of the State of Indiana, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof being hereby acknowledged, does hereby give, convey, and grant unto CITY OF WEST LAFAYETTE of Tippecanoe County, State of Indiana, and to its successors and assigns, (collectively, the "Grantee") a permanent and perpetual non-exclusive easement and right, to install, construct, operate, patrol, maintain, repair, revise, supplement, remove, and replace one (1) sanitary sewer pipeline (the "Easement"), in, upon, along and over certain strips of land situated in Tippecanoe County, Indiana, more particularly described in Exhibit A and shown on Exhibit B (the "Easement Area").

Further, the Grantor, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof being hereby acknowledged, does hereby give, convey, and grant unto the Grantee a temporary, non-exclusive easement and right, for use and aid in the installation and construction in connection with the Easement (the "Temporary Easement;" collectively, the Easement and the Temporary Easement are referred to as the "Easement"), in, upon, along and over certain strips of land situated in Tippecanoe County, Indiana, more particularly described in Exhibit A and shown on Exhibit B. The Temporary Easement shall expire in effectiveness upon the date the one (1) sanitary sewer pipeline has been constructed and all necessary clean-up, site leveling, and construction site work in the Easement Area and the adjoining lands of the Grantor has been completed pursuant to the terms and conditions of this Grant of Easement.

This Grant of Easement (the "Grant") is subject to any and all existing easements, rights-of-way, and other restrictions of record.

The Grantor further grants to the Grantee the right of ingress and egress to and from the Easement Area over the adjoining lands of the Grantor for all purposes necessary and incidental to the exercise by the Grantee of the specific activities authorized herein.

Subject to the provisions hereof, this Grant shall constitute an immediately effective easement.

This is a NON-EXCLUSIVE Easement, and the Grantor reserves the right to grant similar easements to parties other than the Grantee so long as the use of the Easement Area by the Grantee as permitted hereunder is not unreasonably restricted.

The Grantor represents and warrants to the Grantee that the Grantor is the true and lawful owner of the Easement Area and has full right and power to grant and convey the rights conveyed herein subject to any and all easements, rights-of-way, and other restrictions of record.

The Grantor reserves the full use and enjoyment of the Easement Area not inconsistent herewith. The Grantor reserves the right to construct irrigation systems, parking lots, streets, sidewalks minor structures not including buildings that would not materially impede access for maintenance, and utilities across, over and along the Easement Area. The Grantor may, as a courtesy, advise the Grantee regarding improvements in the Easement Area and when other "uses" in the Easement Area are approved by the Grantor.

The Grantor may, at any time at its expense, relocate the Easement Area or portions thereof and any utilities constructed thereon, after approval of such plans and construction by the City, which approval shall not be unreasonably withheld.

The Grantee's installation, construction, patrolling, maintenance, repair, revision, supplementation, removal, and/or replacement of the sanitary sewer pipeline in the Easement Area (collectively, the "Grantee's Work") shall be done as to have a minimal impact on uses of and improvements in the Easement Area and the adjoining lands of the Grantor. The Grantee shall notify the Grantor in writing at least thirty (30) business days prior to any regular Grantee's Work, as well as exercise of its right of ingress and egress to and from the Easement Area over the adjoining lands of the Grantor in connection with the Grantee's Work. The City will notify the Grantor as soon as possible of any emergency Maintenance Work. Except for any emergency Maintenance Work, advance notice shall include engineering plans for the Grantee's Work and the Grantor may request any reasonable modification to them that is in accordance to protect the integrity of the Easement Area and adjoining lands of the Grantor, and minimize impact thereon. The timing of regular Grantee's Work shall be conducted in coordination with the Grantor as to avoid interference with the Grantor's uses of its property. The Grantee must be accompanied by a representative of the Grantor during the Grantee's Work, other than (a) during the initial construction of the sanitary sewer line, and (b) during emergencies. The Grantee agrees that the sanitary sewer line in the Easement Area shall be maintained at the depth provided in the plans and specifications for the original construction and installation of the sanitary sewer pipeline which were approved by the Grantor and the Grantee.

The Grantee shall be responsible for any and all cost and expense to restore the Easement Area and the adjoining lands of the Grantor disturbed by the Grantee to the condition it was immediately prior to being disturbed by the Grantee.

Also, the Grantee shall be responsible for the cost and expense of any damage if the Grantor is prevented from use of the Easement Area and the adjoining lands of the Grantor due to any Grantee's Work. The Grantee shall pay the Grantor for any and all such costs and expenses within thirty (30) days of the Grantor's written demand for payment.

The Grantee may not remove or trim any trees, brush, or other landscaping in the Easement Area and the adjoining lands of the Grantor without the prior written consent of the Grantor, which shall not be unreasonably withheld.

The Grantee shall and will indemnify and hold the Grantor harmless from and against any and all damage, injuries, losses, claims, demands, or costs resulting from the Grantee's Work in the Easement Area and the adjoining lands of the Grantor by the Grantee, its agents, representatives, employees, contractors, or invitees.

If the Grantee no longer uses the Easement Area and is requested in writing by the Grantor, the Grantee will restore the area to a condition similar to when the Easement was first granted.

In the event either party will be compelled to employ an attorney to enforce the provisions of this Grant, the parties agree that the non-defaulting party will be entitled to all of its legal costs and expenses, including reasonable attorney fees, incurred thereby.

This Grant is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto. The Grantee may only assign this Grant with written approval of the Grantor.

This Grant may be executed in one or more counterparts, each of which will be deemed an original copy of this Grant, and all of which, when taken together, will be deemed to constitute one and the same agreement. The signature of any party on a fax document shall be considered to have the same binding legal effects as a signature on an original document.

The undersigned entity, THE TRUSTEES OF PURDUE UNIVERSITY ("Purdue"), a body corporate created and existing under the laws of the State of Indiana, that is executing this Grant on behalf of the Grantor, represents and certifies that the Grantor has been fully empowered by proper Resolution or the statutes of the Grantor to execute and deliver this Grant; that the Grantor has full capacity to make this Grant; and that all necessary action for the making of this Grant has been taken. Further, the undersigned person executing this Grant on behalf of Purdue represents and certifies that he is a duly elected officer of Purdue, and has been fully empowered by proper Resolution or the By-Laws of Purdue to execute and deliver this Grant; that the Purdue has full corporate capacity to make this Grant on behalf of the Grantor; and that all necessary corporate action for the making of this Grant has been duly taken.

IN WITNESS WHEREOF, the above-named Grantor, THE STATE OF INDIANA, IN TRUST FOR THE TRUSTEES OF PURDUE UNIVERSITY, by THE TRUSTEES OF PURDUE UNIVERSITY, a body corporate created and existing under the laws of the State of Indiana, has caused this Grant to be executed by its duly authorized officer on the _____ day of _____, 2011.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANTOR:

THE STATE OF INDIANA IN TRUST FOR THE TRUSTEES OF PURDUE UNIVERSITY

By: THE TRUSTEES OF PURDUE UNIVERSITY
a body corporate created and existing under the laws of the State of Indiana

By: _____
Al V. Diaz
Treasurer

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

THE CITY ACCEPTS AND AGREES:

CITY OF WEST LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

By: _____
John R. Dennis, Mayor & Board President

By: _____
Sana G. Booker, Member

By: _____
Bradley W. Marley, Member

By: _____
Jonathan C. Speaker, Member

By: _____
Elizabeth M. Stull, Member

ATTEST:

By: _____
Judith C. Rhodes, Clerk-Treasurer & Clerk of the Board

Attest:

_____
Judith C. Rhodes, Clerk-Treasurer

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

Before me, the undersigned Notary Public in and for said County and State, personally appeared THE STATE OF INDIANA, IN TRUST FOR THE TRUSTEES OF PURDUE UNIVERSITY, by THE TRUSTEES OF PURDUE UNIVERSITY, a body corporate created and existing under the laws of the State of Indiana, by Al V. Diaz, its Treasurer, who acknowledged the execution of the foregoing Grant for and on behalf of the Grantor, and who having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 20th day of June, 2011.

Signature: Sally Gramelspacher

Printed Name: Sally Gramelspacher
NOTARY PUBLIC

County of Residence: Tippecanoe

My Commission Expires: 3/28/18

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

Before me, the undersigned Notary Public in and for said County and State, personally appeared John R. Dennis, Mayor and Board President; Sana G. Booker, Bradley W. Marley, Jonathan C. Speaker, and Elizabeth M. Stull, Members; and Judith C. Rhodes, Clerk-Treasurer & Clerk of Board of the WEST LAFAYETTE BOARD OF PUBLIC WORKS AND SAFETY, acknowledged the execution of the foregoing Grant for and on behalf of the Grantor, and who having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 2011.

Signature: _____

Printed Name: _____

NOTARY PUBLIC

County of Residence: _____

My Commission Expires: _____

This document prepared by:
Eric H. Burns
Withered Burns & Persin, LLP.
8 N. Third Street, Suite 401
P.O. Box 499
Lafayette, IN 47902

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. Eric H. Bums

585144v1

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT]

Butler Fairman and Seufert, Inc.

10 North Third Street
Lafayette, IN 47901
Tel. 765-423-5602
Fax 765-742-5321

EXHIBIT "A"

LEGAL DESCRIPTION – PERMANENT EASEMENT (Parcel 18)

A part of the Northwest Quarter of Section 30, Township 23 North, Range 4 West, Wabash Township, Tippecanoe County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said quarter section; thence South 0 degrees 32 minutes 31 seconds East 114.48 feet along the west line of said quarter section to the south boundary of the K. B. and S. Railroad right-of-way; thence South 88 degrees 45 minutes 16 seconds East 446.58 feet along said south boundary to the POINT OF BEGINNING of this description; thence continuing along said south boundary South 88 degrees 45 minutes 16 seconds East 69.88 feet; thence South 46 degrees 06 minutes 18 seconds East 539.20 feet; thence South 36 degrees 35 minutes 05 seconds East 356.15 feet; thence South 30 degrees 21 minutes 36 seconds East 832.35 feet; thence South 57 degrees 55 minutes 13 seconds West 40.02 feet; thence North 30 degrees 22 minutes 45 seconds West 30.41 feet to an eastern line of the State of Indiana real estate described in Instrument Number 201010006725 in the Office of the Recorder of Tippecanoe County; thence traversing the eastern lines of said real estate the following three courses: (1) North 66 degrees 55 minutes 33 seconds East 1.16 feet; (2) North 28 degrees 07 minutes 35 seconds West 129.09 feet; (3) South 62 degrees 38 minutes 40 seconds West 6.24 feet; thence North 30 degrees 49 minutes 09 seconds West 648.58 feet to an eastern line of said State of Indiana real estate; thence North 36 degrees 35 minutes 03 seconds West 374.91 feet along an eastern line of said real estate; thence North 46 degrees 06 minutes 18 seconds West 584.27 feet along an eastern line of said real estate to the POINT OF BEGINNING, containing 1.795 acres, more or less.

SURVEYOR'S CERTIFICATE

I, James A. Butcher, a Registered Professional Land Surveyor of the State of Indiana, do hereby certify that the above description was prepared by me or under my direct supervision.

CERTIFIED BY: _____ 9/16/10
James A. Butcher, L.S. # 29700005 Date

JAMES A. BUTCHER
REGISTERED
No.
29700005
STATE OF
INDIANA
LAND SURVEYOR

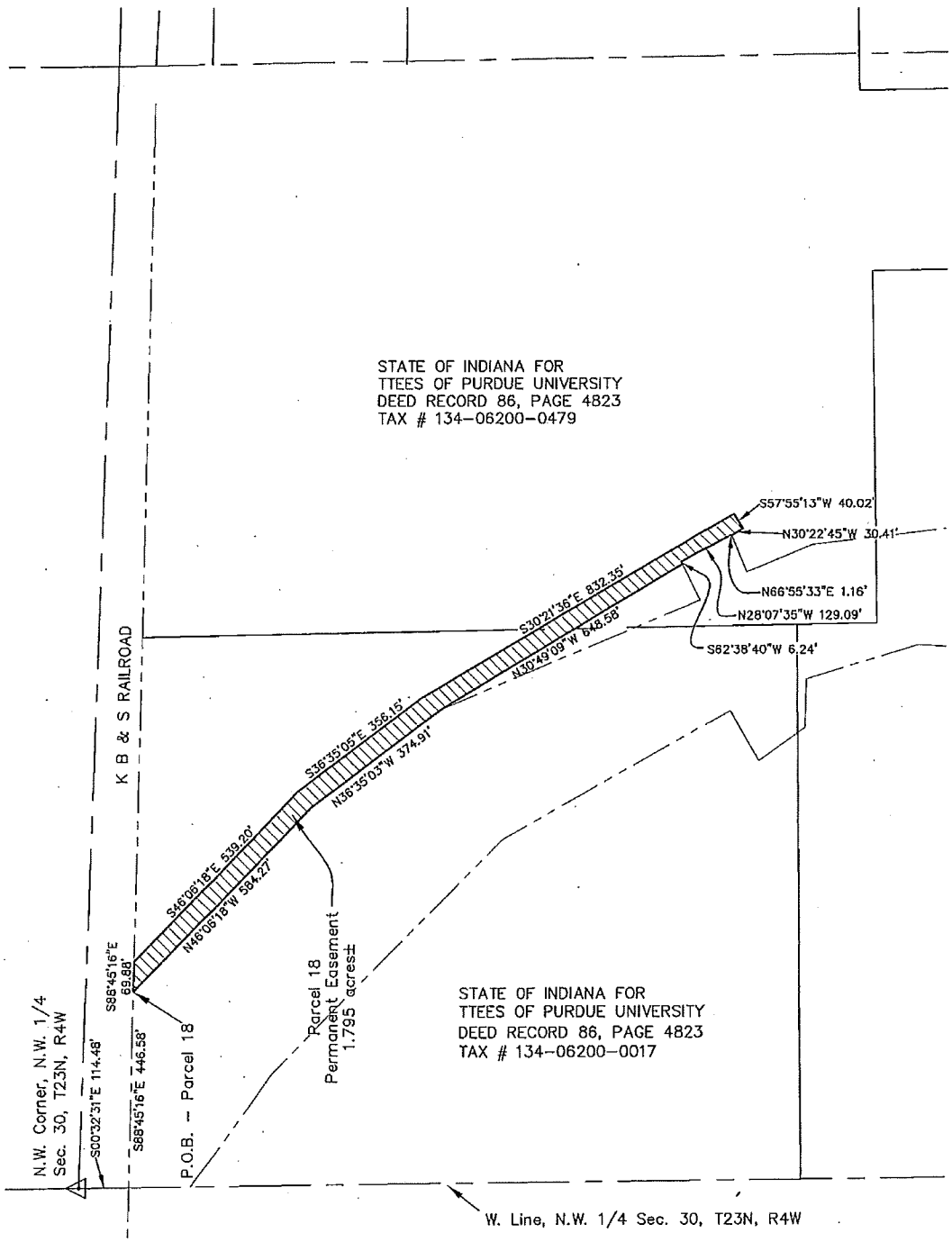
OWNER: State of Indiana in trust for The Trustees of Purdue University
TAX KEY NUMBER: 134-06200-0017 & 134-06200-0479
DEED RECORD: Deed Record 86, Page 4823
PREPARED FOR: Greeley and Hansen

OWNER : *State of Indiana in trust for The Trustees of Purdue University*
Deed Record 86, Page 4823

DRAWN BY : *JAB*
CHECKED BY : *JAB*
SCALE : 1"= *300'*

HATCHED AREA IS THE APPROXIMATE TAKING

THIS DRAWING WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY. THIS DRAWING IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, ROUTE SURVEY OR SURVEYOR LOCATION REPORT.



PARCEL NO. : *18*
PROJECT : *Western Interceptor, Division IV*
COUNTY : *Tippecanoe*
SECTION : *30*
TOWNSHIP : *23 North*
RANGE : *4 West*
PREPARED FOR: *Greeley and Hansen*

SCALE: 1"=300'
0 150 300
SCALE IN FEET

EXHIBIT "B"

PERMANENT EASEMENT

BUTLER FAIRMAN AND SEUFERT, INC.
10 North 3rd Street
Lafayette, Indiana 47901
Phone: (765) 423-5602
Fax: (765) 742-5321

SHEET NO. 1 OF 1
DATE: Sept. 14, 2010
DR. BY: J.A.B.
JOB NO. 5097

Butler Fairman and Seufert, Inc.

10 North Third Street
Lafayette, IN 47901
Tel. 765-423-5602
Fax 765-742-5321

EXHIBIT "A"

LEGAL DESCRIPTION – TEMPORARY EASEMENT (Parcel 18A)

A part of the Northwest Quarter of Section 30, Township 23 North, Range 4 West, Wabash Township, Tippecanoe County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said quarter section; thence South 0 degrees 32 minutes 31 seconds East 114.48 feet along the west line of said quarter section to the south boundary of the K. B. and S. Railroad right-of-way; thence South 88 degrees 45 minutes 16 seconds East 446.58 feet along said south boundary to an eastern line of the State of Indiana real estate described in Instrument Number 201010006725 in the Office of the Recorder of Tippecanoe County; thence South 46 degrees 06 minutes 18 seconds East 584.27 feet along said eastern line; thence South 36 degrees 35 minutes 03 seconds East 374.91 feet continuing along an eastern line of said real estate to the POINT OF BEGINNING of this description; thence South 30 degrees 49 minutes 09 seconds East 648.58 feet to a northern line of said real estate; thence South 62 degrees 38 minutes 40 seconds West 25.05 feet along said northern line; thence North 30 degrees 49 minutes 09 seconds West 472.38 feet to a northeastern line of said real estate; thence North 22 degrees 40 minutes 29 seconds West 176.47 feet along said northeastern line to the POINT OF BEGINNING, containing 0.322 acres, more or less.

ALSO:

LEGAL DESCRIPTION – TEMPORARY EASEMENT (Parcel 18B)

A part of the Northwest Quarter of Section 30, Township 23 North, Range 4 West, Wabash Township, Tippecanoe County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said quarter section; thence South 0 degrees 32 minutes 31 seconds East 114.48 feet along the west line of said quarter section to the south boundary of the K. B. and S. Railroad right-of-way; thence South 88 degrees 45 minutes 16 seconds East 516.46 feet along said south boundary to the POINT OF BEGINNING of this description; thence continuing along said south boundary South 88 degrees 45 minutes 16 seconds East 36.90 feet; thence South 46 degrees 06 minutes 18 seconds East 514.14 feet; thence South 36 degrees 35 minutes 05 seconds East 359.59 feet; thence South 30 degrees 21 minutes 36 seconds East 868.65 feet; thence South 59 degrees 37 minutes 15 seconds West 89.99 feet; thence North 30 degrees 22 minutes 45 seconds West 67.38 feet to an eastern line of the State of Indiana real estate described in Instrument

Number 201010006725 in the Office of the Recorder of Tippecanoe County; thence North 66 degrees 55 minutes 33 seconds East 25.20 feet along said eastern line; thence South 30 degrees 22 minutes 45 seconds East 30.41 feet; thence North 57 degrees 55 minutes 13 seconds East 40.02 feet; thence North 30 degrees 21 minutes 36 seconds West 832.35 feet; thence North 36 degrees 35 minutes 05 seconds West 356.15 feet; thence North 46 degrees 06 minutes 18 seconds West 539.20 feet to the POINT OF BEGINNING, containing 1.075 acres, more or less.

SURVEYOR'S CERTIFICATE

I, James A. Butcher, a Registered Professional Land Surveyor of the State of Indiana, do hereby certify that the above description was prepared by me or under my direct supervision.

CERTIFIED BY: _____ 9/16/10
James A. Butcher, L.S. # 29700005 Date

JAMES A. BUTCHER
REGISTERED
No.
29700005
STATE OF
INDIANA
LAND SURVEYOR

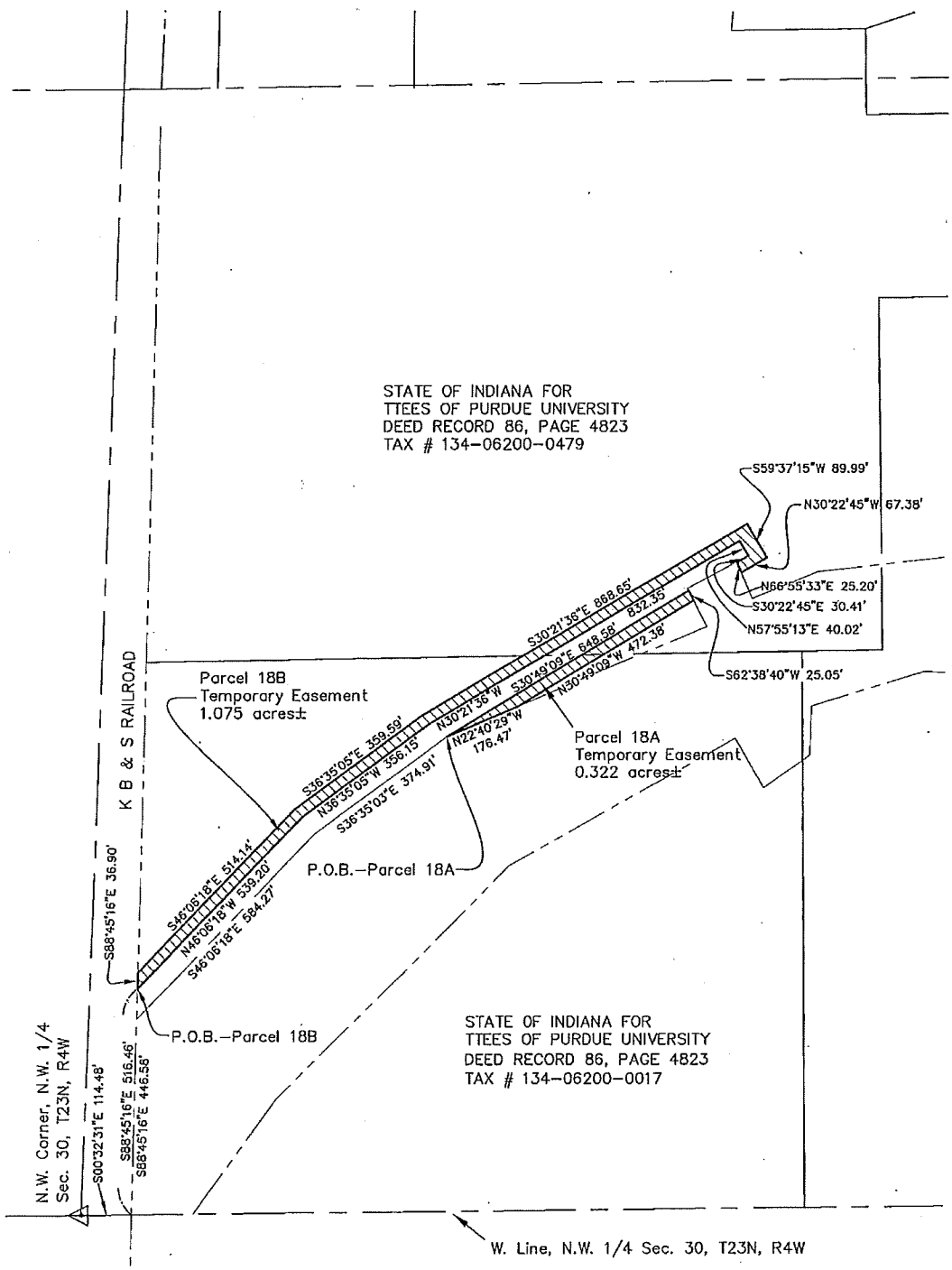
OWNER: State of Indiana in trust for The Trustees of Purdue University
TAX KEY NUMBER: 134-06200-0017 & 134-06200-0479
DEED RECORD: Deed Record 86, Page 4823
PREPARED FOR: Greeley and Hansen

OWNER : *State of Indiana in trust for The Trustees of Purdue University*
Deed Record 86, Page 4823

DRAWN BY : *JAB*
CHECKED BY : *JAB*
SCALE : 1"= *300'*

HATCHED AREA IS THE APPROXIMATE TAKING

THIS DRAWING WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY. THIS DRAWING IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, ROUTE SURVEY OR SURVEYOR LOCATION REPORT.



PARCEL NO.	*18A & 18B*
PROJECT	*Western Interceptor, Division IV*
COUNTY	*Tippecanoe*
SECTION	*30*
TOWNSHIP	*23 North*
RANGE	*4 West*
PREPARED FOR	*Greeley and Hansen*

SCALE: 1"=300'
0 150 300
SCALE IN FEET

EXHIBIT "B"

TEMPORARY EASEMENT

BUTLER FAIRMAN AND SEUFERT, INC.
10 North 3rd Street
Lafayette, Indiana 47901
Phone: (765) 423-5602
Fax: (765) 742-5321

SHEET NO. 1 OF 1
DATE: Sept. 14, 2010
DR. BY: J.A.B.
JOB NO. 5097