

Tax Key No.: 79-06-11-276-003.000-023

79-06-11-476-001.000-023

Last Transfer: Doc. No. 03000462, 12/17/2002

GRANT OF EASEMENT  
Cumberland Sanitary Sewer Extension  
Permanent Easements for Parcel 3

O'MALLEY & O'MALLEY, LLC, an Indiana limited liability company, (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 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 pipeline and related structures (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").

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 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 Grantee, 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, "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 Grantee 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 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 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 line which were approved by the Grantor and 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 Grantee.

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 the 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 person executing this Grant on behalf of the Grantor represents and certifies that the undersigned is a duly elected officer or Member of the Grantor, and has been fully empowered by proper Resolution or the Operating Agreement of the Grantor to execute and deliver this Grant; that the Grantor has full authority to make this Grant; and that all necessary corporate action for the making of this Grant has been duly taken.

IN WITNESS WHEREOF, the above-named Grantor, O'Malley & O'Malley, LLC, by M. Shane O'Malley its Member, has caused this Grant to be executed by its duly authorized officers on MARCH 3, 2014.

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GRANTEE ACCEPTS AND AGREES:

CITY OF WEST LAFAYETTE  
BOARD OF PUBLIC WORKS AND SAFETY

\_\_\_\_\_  
John R. Dennis, Mayor

\_\_\_\_\_  
Sana G. Booker, Member

\_\_\_\_\_  
Shawn R. Little, Member

\_\_\_\_\_  
Bradley W. Marley, Member

\_\_\_\_\_  
Jonathan C. Speaker, Member

Attest:

\_\_\_\_\_  
Judith C. Rhodes, Clerk-Treasurer

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STATE OF INDIANA        )  
                                  )SS:  
TIPPECANOE COUNTY    )

Before me, the undersigned Notary Public in and for said County and State, personally appeared John R. Dennis, Sana G. Booker, Shawn R. Little, Bradley W. Marley, and Jonathan C. Speaker of the WEST LAFAYETTE BOARD OF PUBLIC WORKS AND SAFETY, and 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 \_\_\_\_\_, 2014.

My Commission Expires:

\_\_\_\_\_ (written)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ (printed)

County of Residence: \_\_\_\_\_

This document prepared by:

Eric H. Burns  
Withered Burns, 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. Burns

## EXHIBIT "A"

Project: Cumberland Sanitary Sewer Extension Parcel: 3 Permanent Easement  
Tax I.D.: 79-06-11-276-003.000-023 & 79-06-11-476-001.000-023 Sheet: 1 of 1

A part of the East Half of the Southeast Quarter of Section 11, Township 23 North, Range 5 West, Tippecanoe County, Indiana, and being that part of the grantors' land (as described in Instrument Number 03000462 - all referenced documents are recorded in the Office of the Recorder of Tippecanoe County, Indiana), lying within the easement lines depicted on the attached Route Survey Plat marked Exhibit "B", more particularly described as follows: Commencing at the northeast corner of said Quarter Section, designated as point "212" on said plat; thence South 00 degrees 00 minutes 51 seconds East 1,105.52 feet; thence South 89 degrees 02 minutes 12 seconds West 832.15 feet to a point on the north line of said grantors' land, designated as "414" on said Plat, and being the point of beginning of this description; thence South 00 degrees 10 minutes 37 seconds East 311.49 feet to the northeastern Right-of-Way of McCormick Road, designated as "411" on said Plat; thence North 25 degrees 07 minutes 19 seconds West 139.04 feet along said Right-of-Way to the western line of the grantors' land; thence North 00 degrees 19 minutes 02 seconds West 184.61 feet along said western line to the north line of the grantors' land; thence North 89 degrees 02 minutes 12 seconds East 59.10 feet along said north line to the point of beginning, containing 0.335 acres, more or less.

Given this 25th day of July, 2013.

*Michelle A. Watts*

Michelle A. Watts, L.S.  
Registered Land Surveyor  
State of Indiana, Surveyor No. 21100021

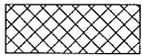


This description was prepared for the City of West Lafayette, Indiana by Butler, Fairman & Seufert, Inc

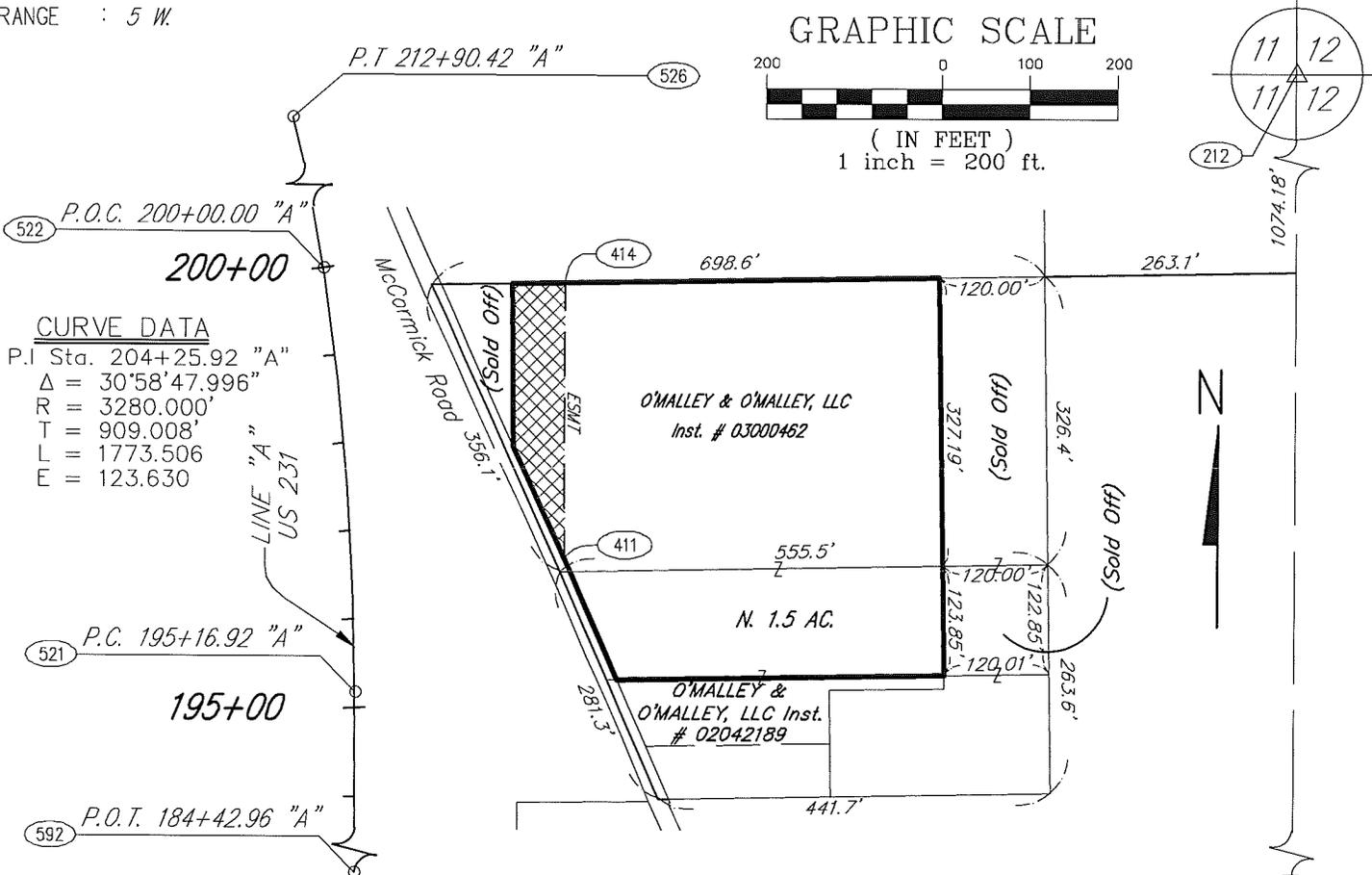
PARCEL NO. : 3  
 PROJECT NO. : 5469  
 PROJECT NAME: CUMBERLAND SANITARY  
 SEWER EXTENSION  
 COUNTY : TIPPECANOE  
 SECTION : 11  
 TOWNSHIP : 23 N.  
 RANGE : 5 W.

OWNER: O'MALLEY & O'MALLEY, LLC  
 INSTRUMENT NO. 03000462, DATED 12/17/2002  
 SOLD OFF  
 INSTRUMENT NO. 04023941, DATED 08/19/2004  
 INSTRUMENT NO. 04023942, DATED 08/19/2004  
 INSTRUMENT NO. 200909024221 DATED 08/31/2009

DRAWN BY: MAW 07/25/2013  
 CHECKED BY: RAN 07/25/2013  
 SCALE: 1" = 200'  
 SHEET 1 OF 2

 HATCHED AREA IS THE APPROXIMATE EASEMENT  
 ESMT = Easement

**EXHIBIT "B"**



PARCEL COORDINATE CHART					
POINT	STATION	OFFSET	CL	NORTH	EAST
411	196+58.38	241.55' Rt.	"A"	254004.7072	38149.5796
414	199+46.26	269.78' Rt.	"A"	254316.1940	38148.6170

SEE LOCATION CONTROL ROUTE SURVEY PLAT FOR POINTS: 212, 217, 521, 522, 526, & 592

NOTE: STATIONS AND OFFSETS CONTROL OVER BOTH NORTH AND EAST COORDINATES AND BEARINGS AND DISTANCES.

**SURVEYORS STATEMENT**

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded as Instrument Number 05011084 in the Office of the Recorder of TIPPECANOE County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

**ROUTE SURVEY PLAT**

Prepared for - CITY OF WEST LAFAYETTE  
 by Butler, Fairman and Seufert, Inc. (Job #5469)

Project = 5469 7/25/2013 1:01 PM MAW 1  
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*Michelle A. Watts*

MICHELLE A. WATTS  
 L.S. 21100021

07/25/2013

Date