

WESTFIELD PARKS & RECREATION



MAYOR
J. ANDREW COOK

CITY COUNCIL
JOHN DIPPEL
STEVE HOOVER
ROBERT L. HORKAY
KEN KINGSHILL
ROBERT J. SMITH
TOM SMITH
ROB STOKES

CLERK-TREASURER
CINDY J. GOSSARD

CHIEF ADMINISTRATIVE OFFICER
BRUCE A. HAUK

DIRECTOR OF PARKS
MELODY JONES

To: Westfield Board of Public Works

From: Melody Jones

CC: Andy Cook, Bruce Hauk

Date: January 19, 2010

RE: Midland Trace Trail – Right of Entry Acceptance

Dear Board Members:

We are proceeding with the development of the Midland Trace Trail from Carey Road to Union Street this year. In order to meet our construction deadline I have been working with the property owners to secure a right of entry so that we can begin as soon as possible. I bring before you today eight signed and notarized “Right of Entry” forms requiring your acceptance on behalf of the City. This will leave us with three remaining properties.

We will continue to get title searches completed and then appraisals done. But by moving forward with the Right of Entry when can proceed with the project as the other things are in the process. I will be able to answer any questions you might have.

Respectfully submitted

AGREEMENT FOR RIGHT OF ENTRY AND CONSTRUCTION OF

THE MIDLAND TRACE TRAIL

Paul and Penny Rosenbaum_ (“Rosenbaum”) makes the following grant to the City of Westfield (“City”) upon the covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged:

1. The City is engaged in the acquisition and improvement of the Midland Trace Trail (“Trail Property”) as an amenity to the citizens of the City. Rosenbaum wishes to assist in this endeavor.
2. Rosenbaum possess property within the City of Westfield and a portion of its property is in the area upon which the City plans to construct a portion of the Midland (“Trail Property”), Rosenbaum hereby grants to the City the right to access the Trail Property to construct the Midland thereon and to allow public use thereon.
3. Rosenbaum and City agree that the Trail Property upon which entry is granted shall be used for construction and use of the Midland Trail as evidenced by Exhibit “A”, attached hereto and incorporated by reference herein. No other uses are intended or granted by the parties.
4. The parties acknowledge that this Agreement in no way prejudices the rights of either party with respect to the actual monetary damage award and procedures under the terms and provisions of Indiana Code 32-24-1 et seq.
5. The City shall hold Rosenbaum’s harmless from any claim or liability associated with the construction of and use of the Trail Property.
6. The parties stipulate the undersigned has the authority to bind the respective parties.

IN WITNESS WHEREOF, the Grantors have duly executed this Right of Entry and Construction, all as of the day and year first above written.

GRANTOR

Paul Rosenbaum

Printed:

Paul Rosenbaum

GRANTOR

Penny Rosenbaum

Printed:

PENNY ROSENBAUM

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Paul Rosenbaum, and Penny Rosenbaum, husband and wife, who having been duly sworn upon his oath acknowledged their authority and the execution of the foregoing Right of Entry for and on behalf of the said company.

Witness my hand and Notaries Seal this 22nd day of December 2009.

(Signature) Patricia J. Leuteritz

(Printed Name) Patricia J. Leuteritz

Notary Public residing in Hamilton County, Indiana

My Commission Expires: 3/13/2016

This instrument was prepared by Brian J. Zaiger, Attorney at Law, Krieg-Devault, LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

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. *Brian J. Zaiger*

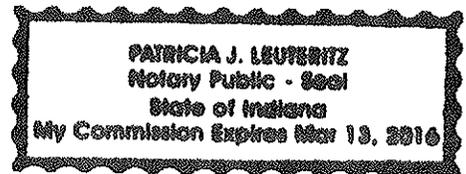


exhibit A

Steven R. & Melissa C.

Thomas R. & Karen E. Field
TTS W/LE to each

Richard D. & Holly Copeland

Barrick, Thomas C

PT STA: 28+32.38

CURVE DATA
PI STA: 27+89.17
R=80.86
L=107.74
T=63.56
 $\Delta=76^{\circ}20'24''$
CH=S49°59'20"W -99.95

25' EASEMENT

PC STA: 27+24.63

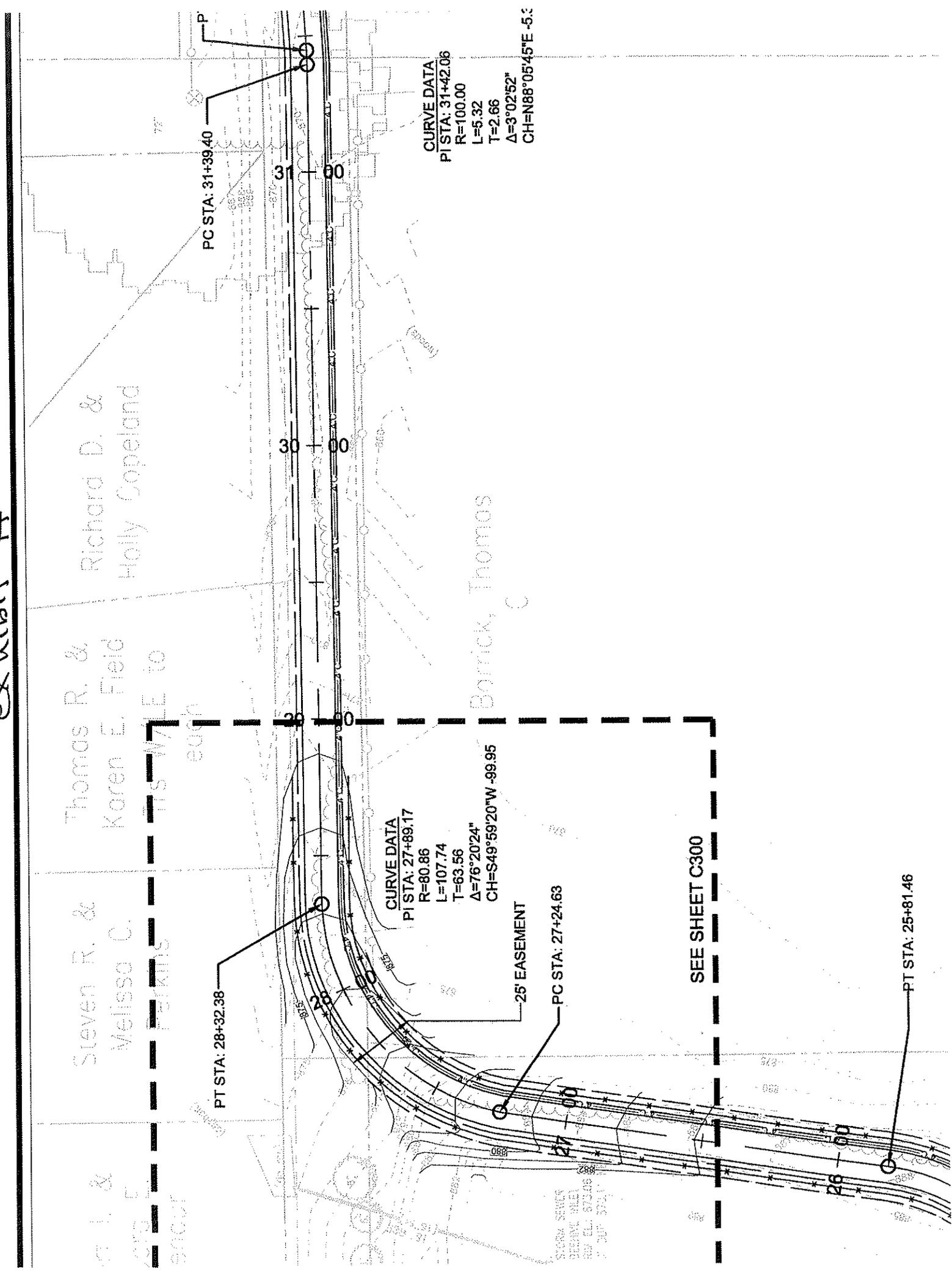
SEE SHEET C300

PT STA: 25+81.46

CURVE DATA
PI STA: 31+42.06
R=100.00
L=5.32
T=2.66
 $\Delta=3^{\circ}02'52''$
CH=N88°05'45"E -5.3

PC STA: 31+39.40

30+00
31+00



ACCEPTANCE

The undersigned Board of Public Works and Safety of the City of Westfield, Indiana, does hereby accept the grant of the above described right of entry agreement.

BOARD OF PUBLIC WORKS AND SAFETY

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

AGREEMENT FOR RIGHT OF ENTRY AND CONSTRUCTION OF
THE MIDLAND TRACE TRAIL

Steven and Melissa Perkins (“Perkins”) makes the following grant to the City of Westfield (“City”) upon the covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged:

1. The City is engaged in the acquisition and improvement of the Midland Trace Trail (“Trail Property”) as an amenity to the citizens of the City. Perkins wishes to assist in this endeavor.
2. Perkins possess property within the City of Westfield and a portion of its property is in the area upon which the City plans to construct a portion of the Midland (“Trail Property”), Perkins hereby grants to the City the right to access the Trail Property to construct the Midland thereon and to allow public use thereon.
3. Perkins and City agree that the Trail Property upon which entry is granted shall be used for construction and use of the Midland Trail as evidenced by Exhibit “A”, attached hereto and incorporated by reference herein. No other uses are intended or granted by the parties.
4. The parties acknowledge that this Agreement in no way prejudices the rights of either party with respect to the actual monetary damage award and procedures under the terms and provisions of Indiana Code 32-24-1 et seq.
5. The City shall hold Perkins harmless from any claim or liability associated with the construction of and use of the Trail Property.
6. The parties stipulate the undersigned has the authority to bind the respective parties.

IN WITNESS WHEREOF, the Grantors have duly executed this Right of Entry and Construction, all as of the day and year first above written.

GRANTOR

GRANTOR

Steven R. Perkins

Melissa C. Perkins

Printed: Steven R. Perkins

Printed: Melissa C. Perkins

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Steven R. Perkins, and Melissa C. Perkins, husband and wife, who having been duly sworn upon his oath acknowledged their authority and the execution of the foregoing Right of Entry for and on behalf of the said company.

Witness my hand and Notaries Seal this 30th day of December 2009.

(Signature) Patricia J. Leuteritz

(Printed Name) Patricia J. Leuteritz

Notary Public residing in Hamilton County, Indiana

My Commission Expires: 3/13/2016

This instrument was prepared by Brian J. Zaiger, Attorney at Law, Krieg-Devault, LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

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. *Brian J. Zaiger*

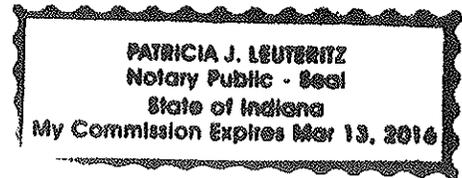


EXhibit H

John E. & Shour

Steven R. & Melissa C. Perkins

Thomas R. & Karen E. Field
1/2 S 1/4 E to each

Richard D. & Holly Copeland

PT STA: 28+32.38

CURVE DATA
PI STA: 27+99.17
R=80.86
L=107.74
T=63.56
Δ=76°20'24"
CH=S49°59'20"W .99.95

25' EASEMENT

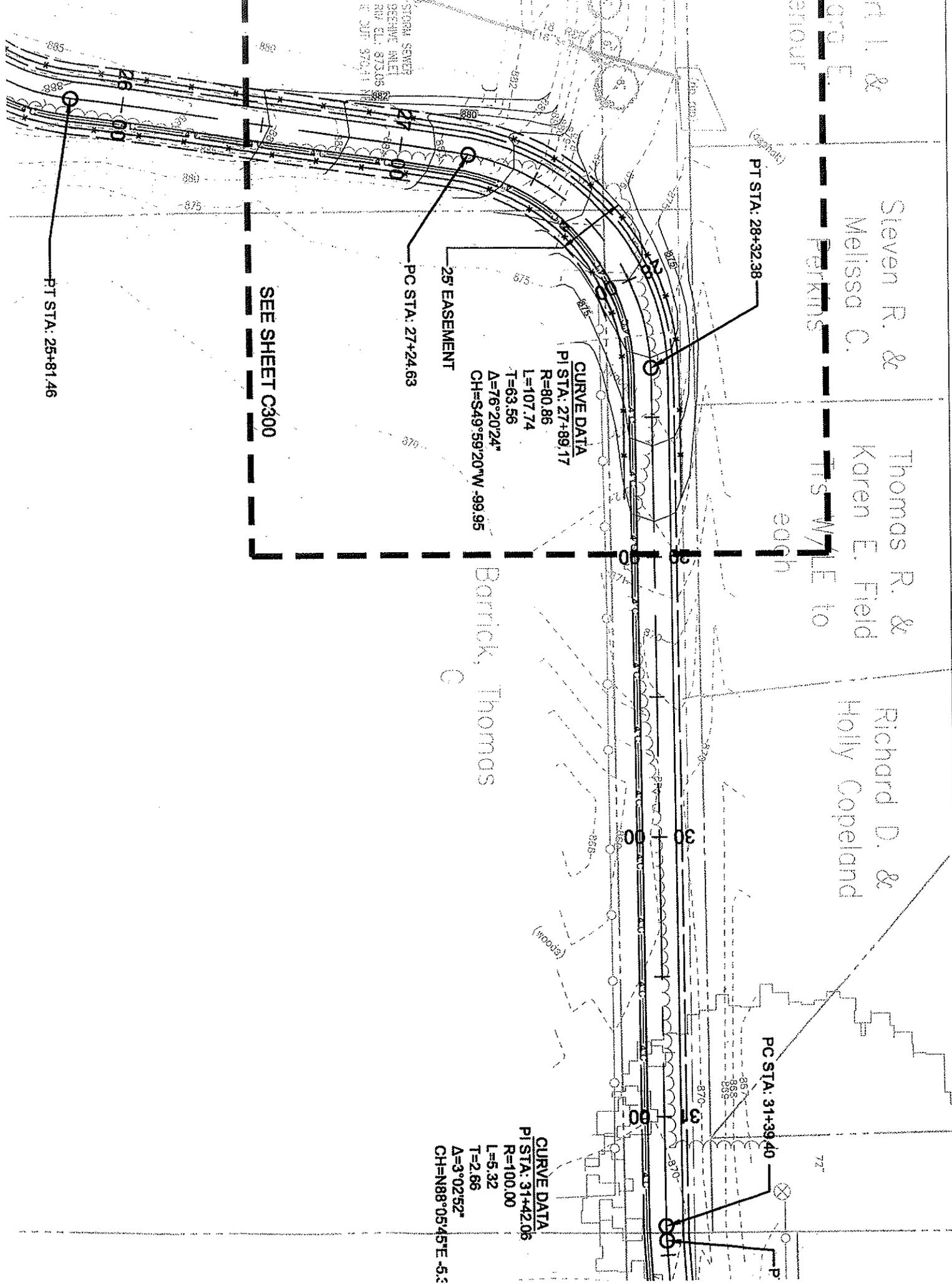
PC STA: 27+24.63

SEE SHEET C300

PT STA: 25+81.46

CURVE DATA
PI STA: 31+42.06
R=100.00
L=5.32
T=2.66
Δ=3°02'52"
CH=N88°05'45"E -5.3

PC STA: 31+39.40



STORM SEWER
SEWER INLET
R/W EL. 873.05
R. CUR. 370.41 N

Barrick, Thomas C

(woods)

72"

ACCEPTANCE

The undersigned Board of Public Works and Safety of the City of Westfield, Indiana, does hereby accept the grant of the above described right of entry agreement.

BOARD OF PUBLIC WORKS AND SAFETY

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

AGREEMENT FOR RIGHT OF ENTRY AND CONSTRUCTION OF
THE MIDLAND TRACE TRAIL

Joseph and Sharon Cassady ("Cassady") makes the following grant to the City of Westfield ("City") upon the covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged:

1. The City is engaged in the acquisition and construction of the Midland Trace Trail ("Midland") as an amenity to the citizens of the City. Cassady wishes to assist in this endeavor by allowing the use of a portion of their property to allow for the necessary construction of the Midland and installation of a fiber conduit.
2. Cassady possesses property within the City of Westfield and a portion of that property is in the area upon which the City plans to construct a portion of the Trail, Cassady hereby grants to the City the right to access the Trail to construct the Midland thereon and to allow public use thereon as well as the installation of fiber conduit.
3. Cassady and City agree that the Trail Property upon which entry is granted shall be used for construction and use as the Midland as evidenced by Exhibit "A", attached hereto and incorporated by reference herein. Additionally, the City may install a fiber conduit under the Trail Property. No other uses are intended or granted by the parties.
4. The parties acknowledge that this Agreement in no way prejudices the rights of either party with respect to the actual monetary damage award and procedures under the terms and provisions of Indiana Code 32-24-1 et seq.
5. The City shall hold Cassady harmless from any claim or liability associated with the construction of Midland, installation of the fiber conduit and any use of the Trail Property.
6. The parties stipulate the undersigned has the authority to bind the respective parties.

IN WITNESS WHEREOF, the Grantors have duly executed this Right of Entry and Construction, all as of the day and year first above written.

GRANTOR

GRANTOR

Joseph A. Cassidy

Printed: JOSEPH A. CASSIDY

Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Joseph A. Cassidy and _____, husband and wife, who having been duly sworn upon his oath acknowledged their authority and the execution of the foregoing Right of Entry for and on behalf of the said company.

Witness my hand and Notaries Seal this 12 day of January ~~2009~~ 2010

(Signature) Patricia J. Leuteritz

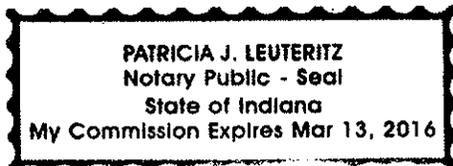
(Printed Name) Patricia J. Leuteritz

Notary Public residing in Hamilton County, Indiana

My Commission Expires: 3/13/2016

This instrument was prepared by Brian J. Zaiger, Attorney at Law, Krieg-Devault, LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

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. *Brian J. Zaiger*



ACCEPTANCE

The undersigned Board of Public Works and Safety of the City of Westfield, Indiana, does hereby accept the grant of the above described right of entry agreement.

BOARD OF PUBLIC WORKS AND SAFETY

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

AGREEMENT FOR RIGHT OF ENTRY AND CONSTRUCTION OF

THE MIDLAND TRACE TRAIL

Gary and Brenda Fish, ("Fish") makes the following grant to the City of Westfield ("City") upon the covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged:

1. The City is engaged in the acquisition and construction of the Midland Trace Trail ("Midland") as an amenity to the citizens of the City. Fish wishes to assist in this endeavor by allowing the use of a portion of their property to allow for the necessary construction of the Midland and installation of a fiber conduit.
2. Fish possesses property within the City of Westfield and a portion of that property is in the area upon which the City plans to construct a portion of the Trail, Fish hereby grants to the City the right to access the Trail to construct the Midland thereon and to allow public use thereon as well as the installation of fiber conduit.
3. Fish and City agree that the Trail Property upon which entry is granted shall be used for construction and use as the Midland as evidenced by Exhibit "A", attached hereto and incorporated by reference herein. Additionally, the City may install a fiber conduit under the Trail Property. No other uses are intended or granted by the parties.
4. The parties acknowledge that this Agreement in no way prejudices the rights of either party with respect to the actual monetary damage award and procedures under the terms and provisions of Indiana Code 32-24-1 et seq.
5. The City shall hold Fish harmless from any claim or liability associated with the construction of Midland, installation of the fiber conduit and any use of the Trail Property.
6. The parties stipulate the undersigned has the authority to bind the respective parties.
7. *Construction of finished state will remain within original railroad bed.*

IN WITNESS WHEREOF, the Grantors have duly executed this Right of Entry and Construction, all as of the day and year first above written.

GRANTOR

GRANTOR

Gary Fish

Brenda C Fish

Printed: GARY FISH

Printed: Brenda C Fish

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Gary Fish, and Brenda C Fish, husband and wife, who having been duly sworn upon his oath acknowledged their authority and the execution of the foregoing Right of Entry for and on behalf of the said company.

Witness my hand and Notaries Seal this 13 day of January ~~2009~~ 2010

(Signature) *Brenda C Fish*

(Printed Name) Brenda C Fish

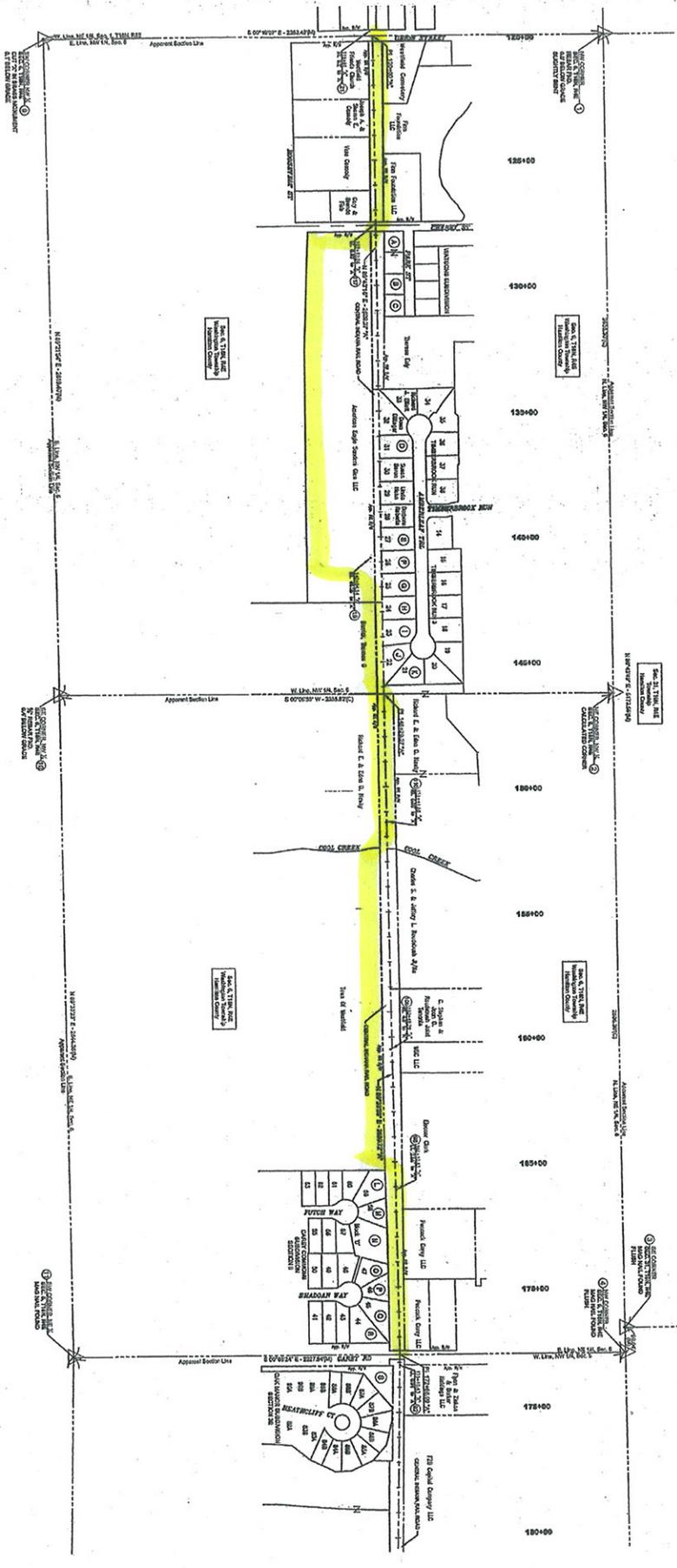
Notary Public residing in Hamilton County, Indiana

My Commission Expires: 5/22/14

This instrument was prepared by Brian J. Zaiger, Attorney at Law, Krieg-Devault, LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

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. *Brian J. Zaiger*

exhibit A



- LIST OF OWNERS**
1. [Owner Name], [Address]
2. [Owner Name], [Address]
3. [Owner Name], [Address]
4. [Owner Name], [Address]
5. [Owner Name], [Address]
6. [Owner Name], [Address]
7. [Owner Name], [Address]
8. [Owner Name], [Address]
9. [Owner Name], [Address]
10. [Owner Name], [Address]
11. [Owner Name], [Address]
12. [Owner Name], [Address]
13. [Owner Name], [Address]
14. [Owner Name], [Address]
15. [Owner Name], [Address]
16. [Owner Name], [Address]
17. [Owner Name], [Address]
18. [Owner Name], [Address]
19. [Owner Name], [Address]
20. [Owner Name], [Address]
21. [Owner Name], [Address]
22. [Owner Name], [Address]
23. [Owner Name], [Address]
24. [Owner Name], [Address]
25. [Owner Name], [Address]
26. [Owner Name], [Address]
27. [Owner Name], [Address]
28. [Owner Name], [Address]
29. [Owner Name], [Address]
30. [Owner Name], [Address]
31. [Owner Name], [Address]
32. [Owner Name], [Address]
33. [Owner Name], [Address]
34. [Owner Name], [Address]
35. [Owner Name], [Address]
36. [Owner Name], [Address]
37. [Owner Name], [Address]
38. [Owner Name], [Address]
39. [Owner Name], [Address]
40. [Owner Name], [Address]
41. [Owner Name], [Address]
42. [Owner Name], [Address]
43. [Owner Name], [Address]
44. [Owner Name], [Address]
45. [Owner Name], [Address]
46. [Owner Name], [Address]
47. [Owner Name], [Address]
48. [Owner Name], [Address]
49. [Owner Name], [Address]
50. [Owner Name], [Address]

DATE	DESCRIPTION	BY
11/15/2011	FIELD SURVEY	[Name]
11/15/2011	DATA ENTRY	[Name]
11/15/2011	MAP PREP	[Name]
11/15/2011	FINAL CHECK	[Name]

1. This is a true and correct copy of the original survey as conducted by the surveyor.

2. This is a true and correct copy of the original survey as conducted by the surveyor.

3. This is a true and correct copy of the original survey as conducted by the surveyor.

4. This is a true and correct copy of the original survey as conducted by the surveyor.

5. This is a true and correct copy of the original survey as conducted by the surveyor.

6. This is a true and correct copy of the original survey as conducted by the surveyor.

7. This is a true and correct copy of the original survey as conducted by the surveyor.

8. This is a true and correct copy of the original survey as conducted by the surveyor.

9. This is a true and correct copy of the original survey as conducted by the surveyor.

10. This is a true and correct copy of the original survey as conducted by the surveyor.

STATEMENTS

1. I, the undersigned, being a duly qualified and licensed surveyor in the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original survey as conducted by me.

2. I, the undersigned, being a duly qualified and licensed surveyor in the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original survey as conducted by me.

3. I, the undersigned, being a duly qualified and licensed surveyor in the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original survey as conducted by me.

4. I, the undersigned, being a duly qualified and licensed surveyor in the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original survey as conducted by me.

5. I, the undersigned, being a duly qualified and licensed surveyor in the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original survey as conducted by me.

EMHT
 Civil, Mechanical, Electrical & Surveying
 1111 W. 10th St., Suite 100
 Indianapolis, IN 46202
 Phone: 317.332.1111
 Fax: 317.332.1112
 www.emht.com

**LOCATION CONTROL ROUTE SURVEY
 FOR
 THE MIDLAND TRAIL
 Sections 5 and 6, T 18 N, R 4 E
 Washington Township, IN**

Westfield
 Surveying & Mapping
 1111 W. 10th St., Suite 100
 Indianapolis, IN 46202
 Phone: 317.332.1111
 Fax: 317.332.1112
 www.westfield-surveying.com

PREPARED FOR:

ACCEPTANCE

The undersigned Board of Public Works and Safety of the City of Westfield, Indiana, does hereby accept the grant of the above described right of entry agreement.

BOARD OF PUBLIC WORKS AND SAFETY

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

AGREEMENT FOR RIGHT OF ENTRY AND CONSTRUCTION OF

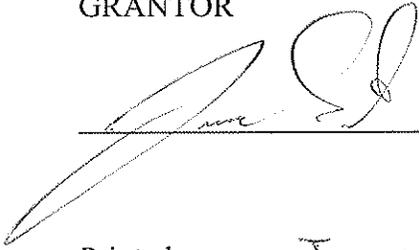
THE MIDLAND TRACE TRAIL

Firm Foundation, ("Firm") makes the following grant to the City of Westfield ("City") upon the covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged:

1. The City is engaged in the acquisition and construction of the Midland Trace Trail ("Midland") as an amenity to the citizens of the City. Firm wishes to assist in this endeavor by allowing the use of a portion of their property to allow for the necessary construction of the Midland and installation of a fiber conduit.
2. Firm possesses property within the City of Westfield and a portion of that property is in the area upon which the City plans to construct a portion of the Trail, Firm hereby grants to the City the right to access the Trail to construct the Midland thereon and to allow public use thereon as well as the installation of fiber conduit.
3. Firm and City agree that the Trail Property upon which entry is granted shall be used for construction and use as the Midland as evidenced by Exhibit "A", attached hereto and incorporated by reference herein. Additionally, the City may install a fiber conduit under the Trail Property. No other uses are intended or granted by the parties.
4. The parties acknowledge that this Agreement in no way prejudices the rights of either party with respect to the actual monetary damage award and procedures under the terms and provisions of Indiana Code 32-24-1 et seq.
5. The City shall hold Firm harmless from any claim or liability associated with the construction of Midland, installation of the fiber conduit and any use of the Trail Property.
6. The parties stipulate the undersigned has the authority to bind the respective parties.
7. *Construction at finished state will remain within original railroad bed.*

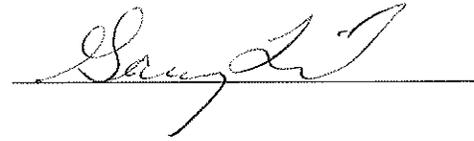
IN WITNESS WHEREOF, the Grantors have duly executed this Right of Entry and Construction, all as of the day and year first above written.

GRANTOR



Printed: Jeremy Fish

GRANTOR



Printed: GARY FISH

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jeremy Fish, and Gary Fish, husband and wife, who having been duly sworn upon his oath acknowledged their authority and the execution of the foregoing Right of Entry for and on behalf of the said company.

Witness my hand and Notaries Seal this 13 day of January 2009-2010

(Signature) Brenda C Fish

(Printed Name) Brenda C Fish

Notary Public residing in Hamilton County, Indiana

My Commission Expires: 5-22-14

This instrument was prepared by Brian J. Zaiger, Attorney at Law, Krieg-Devault, LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

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. *Brian J. Zaiger*

ACCEPTANCE

The undersigned Board of Public Works and Safety of the City of Westfield, Indiana, does hereby accept the grant of the above described right of entry agreement.

BOARD OF PUBLIC WORKS AND SAFETY

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

AGREEMENT FOR RIGHT OF ENTRY AND CONSTRUCTION OF
THE MIDLAND TRACE TRAIL

Westfield Enterprises LLC (“WE, LLC”) makes the following grant to the City of Westfield (“City”) upon the covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged:

1. The City is engaged in the acquisition and improvement of the Midland Trace Trail (“Trail Property”) as an amenity to the citizens of the City. WE, LLC wish to assist in this endeavor by allowing the use of a portion of their property to allow for the necessary construction of the Midland and installation of a fiber conduit.
2. WE, LLC possess property within the City of Westfield and a portion of its property is in the area upon which the City plans to construct a portion of the Midland (“Trail Property”), WE, LLC hereby grants to the City the right to access the Trail Property to construct the Midland thereon and to allow public use thereon as well as the installation of fiber conduit.
3. WE, LLC and City agree that the Trail Property upon which entry is granted shall be used for construction and use of the Midland Trail as evidenced by Exhibit “A”, attached hereto and incorporated by reference herein. Additionally, the City may install a fiber conduit under the Trail Property. No other uses are intended or granted by the parties.
4. The parties acknowledge that this Agreement in no way prejudices the rights of either party with respect to the actual monetary damage award and procedures under the terms and provisions of Indiana Code 32-24-1 et seq.
5. The City shall hold WE, LLC harmless from any claim or liability associated with the construction of Midland, installation of the fiber conduit and any use of the Trail Property.
6. The parties stipulate the undersigned has the authority to bind the respective parties.

IN WITNESS WHEREOF, the Grantors have duly executed this Right of Entry and Construction, all as of the day and year first above written.

GRANTOR

GRANTOR

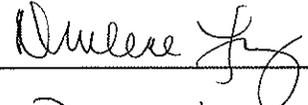
 MANAGING MEMBER
WESTFIELD ENTERPRISES LLC

Printed: James J. Anderson Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared James J. Anderson and _____, ~~husband and wife,~~ who having been duly sworn upon his oath acknowledged their authority and the execution of the foregoing Right of Entry for and on behalf of the said company.

Witness my hand and Notaries Seal this 12 day of January ~~2010~~ 2010.

(Signature) 

(Printed Name) Darlene Lorenz

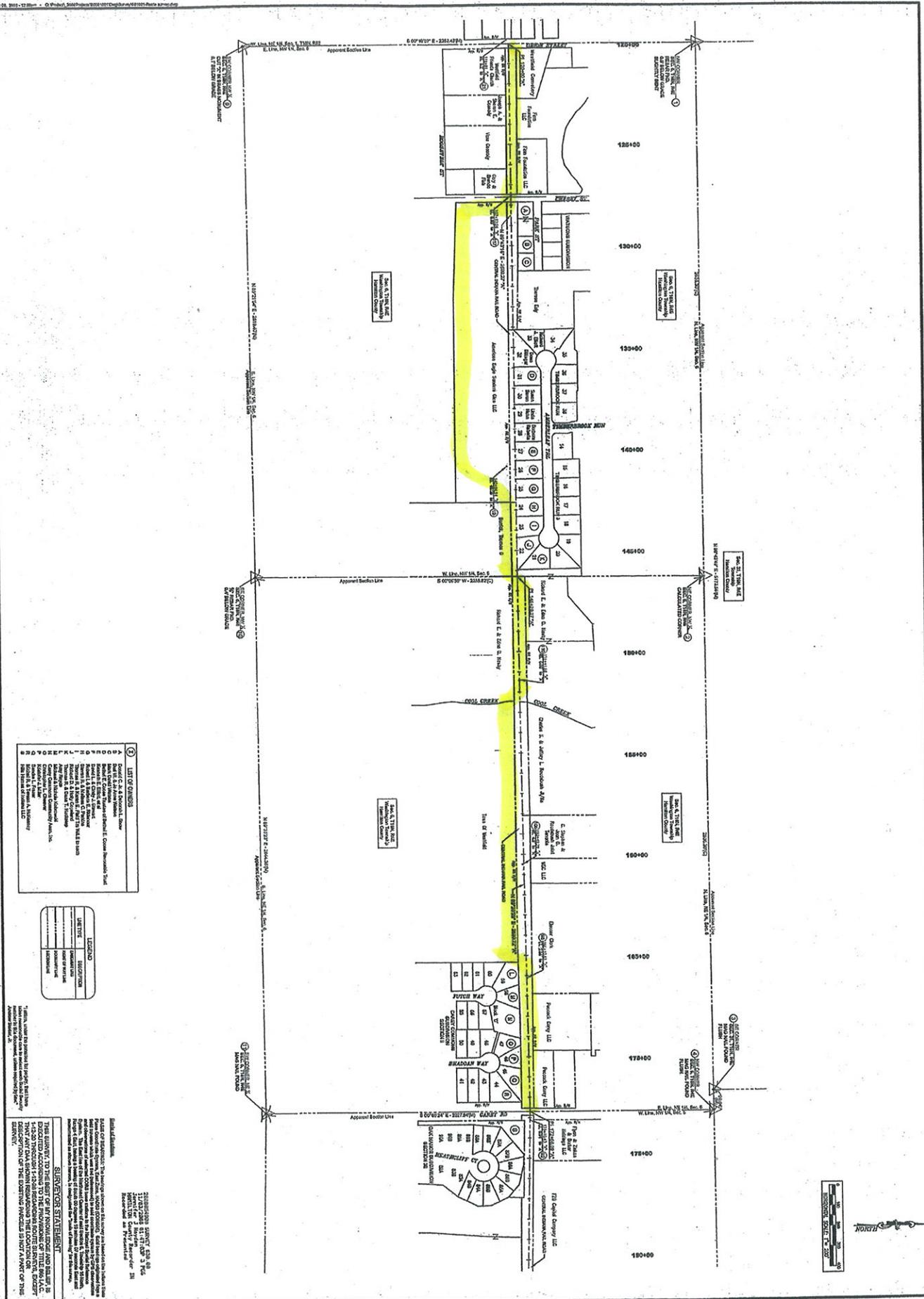
Notary Public residing in Hamilton County, Indiana

My Commission Expires: 10.18.17

This instrument was prepared by Brian J. Zaiger, Attorney at Law, Krieg-Devault, LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

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. *Brian J. Zaiger*

exhibit A



LIST OF OWNERS

Section 5, T18N, R4E, Washington Township, IN

Section 6, T18N, R4E, Washington Township, IN

Section 7, T18N, R4E, Washington Township, IN

Section 8, T18N, R4E, Washington Township, IN

Section 9, T18N, R4E, Washington Township, IN

Section 10, T18N, R4E, Washington Township, IN

Section 11, T18N, R4E, Washington Township, IN

Section 12, T18N, R4E, Washington Township, IN

Section 13, T18N, R4E, Washington Township, IN

Section 14, T18N, R4E, Washington Township, IN

Section 15, T18N, R4E, Washington Township, IN

Section 16, T18N, R4E, Washington Township, IN

Section 17, T18N, R4E, Washington Township, IN

Section 18, T18N, R4E, Washington Township, IN

Section 19, T18N, R4E, Washington Township, IN

Section 20, T18N, R4E, Washington Township, IN

LIST OF LOTS

LOT NO.	OWNER
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...
11	...
12	...
13	...
14	...
15	...
16	...
17	...
18	...
19	...
20	...

1. This map was prepared by performing a route survey of the Midland Trail in Washington Township, Indiana, and is subject to the provisions of the Indiana Surveying Act, Chapter 36-2-1, Indiana Code, and the rules and regulations of the Board of Surveying and Mapping, Indiana State Board of Surveying and Mapping, and the rules and regulations of the Board of Surveying and Mapping, Indiana State Board of Surveying and Mapping.

STATEMENT OF THE SURVEYOR

I, the undersigned, being a duly licensed and qualified Surveyor in the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original survey records on file in my office, and that the same have been carefully examined and found to be correct and true to the original records on file in my office.

Dated this 14th day of August, 2014.

Surveyor

<p>1 of 3</p> <p>SHEET NO.</p> <p>DATE</p> <p>14-08-14</p> <p>2014-08-14</p>	<p>EMHT</p> <p>Engineering, Mapping, Hydrology & Surveying, Inc.</p> <p>1111 North State Street, Suite 100</p> <p>Westfield, Indiana 46084</p> <p>Phone: 317-833-1111</p> <p>Fax: 317-833-1112</p> <p>www.emht.com</p>	<p>PREPARED FOR:</p> <p>Westfield</p>	<p>PREPARED FOR:</p> <p>Westfield</p>

ACCEPTANCE

The undersigned Board of Public Works and Safety of the City of Westfield, Indiana, does hereby accept the grant of the above described right of entry agreement.

BOARD OF PUBLIC WORKS AND SAFETY

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

AGREEMENT FOR RIGHT OF ENTRY AND CONSTRUCTION OF
THE MIDLAND TRACE TRAIL

Union Bible College ("College") makes the following grant to the City of Westfield ("City") upon the covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged:

1. The City is engaged in the acquisition and construction of the Midland Trace Trail ("Midland") as an amenity to the citizens of the City. College wishes to assist in this endeavor by allowing the use of a portion of their property to allow for the necessary construction of the Midland and installation of a fiber conduit.

2. College possesses property within the City of Westfield and a portion of that property is in the area upon which the City plans to construct a portion of the Trail, College hereby grants to the City the right to access the Trail to construct the Midland thereon and to allow public use thereon as well as the installation of fiber conduit. *ACCESS IS LIMITED ONLY TO THE CORRIDOR.*

3. College and City agree that the Trail Property upon which entry is granted shall be used for construction and use as the Midland as evidenced by Exhibit "A", attached hereto and incorporated by reference herein. Additionally, the City may install a fiber conduit under the Trail Property. No other uses are intended or granted by the parties.

4. The parties acknowledge that this Agreement in no way prejudices the rights of either party with respect to the actual monetary damage award and procedures under the terms and provisions of Indiana Code 32-24-1 et seq.

5. The City shall hold College harmless from any claim or liability associated with the construction of Midland, installation of the fiber conduit and any use of the Trail Property.

6. The parties stipulate the undersigned has the authority to bind the respective parties.

7. *THIS AGREEMENT IS NULL AND VOID IF THE MIDLAND IS NOT CONSTRUCTED & MATERIALLY COMPLETED IN 2010*

ACCEPTANCE

The undersigned Board of Public Works and Safety of the City of Westfield, Indiana, does hereby accept the grant of the above described right of entry agreement.

BOARD OF PUBLIC WORKS AND SAFETY

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

AGREEMENT FOR RIGHT OF ENTRY AND CONSTRUCTION OF
THE MIDLAND TRACE TRAIL

American Eagle Sanders Glen, LLC, ("Sanders") by its representative

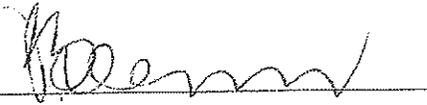
John E. Gillmor, VP makes the following grants to the City of Westfield ("City") upon the covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged:

1. The City is engaged in the acquisition and improvement of the Midland Trace Trail ("Midland") as an amenity to the citizens of the City. Sanders wishes to assist in this endeavor by permitting a portion of the Midland Trace Trail to be located on property it owns in the City of Westfield.
2. Sanders owns property within the City of Westfield and a portion of its property is in the area upon which the City plans to construct a portion of the Midland ("Trail Property"), Sanders hereby grants to the City the right to access the Trail Property to construct the Midland thereon.
3. Sanders and City agree that the Trail Property upon which entry is granted shall be used for construction of the Midland Trail as evidenced by Exhibit "A", attached hereto and incorporated by reference herein. No other uses are intended or granted by the parties.
4. The parties acknowledge that this Agreement in no way prejudices the rights of either party with respect to the actual monetary damage award and procedures under the terms and provisions of Indiana Code 32-24-1 et seq.
5. Nothing in this agreement is intended to encumber the Trail Property herein and shall be subservient to any and all bondholders, banks or other third party interests in the real estate owned by Sanders.
6. The City shall hold Sanders harmless from any claim or liability associated with the construction upon and use of the Trail Property.

7. That the right of entry may be revoked at any time by Sanders.
8. The parties stipulate the undersigned has the authority to bind the respective parties.

ALL OF WHICH IS HEREBY AGREED TO THIS 6 DAY OF Oct 2009

AMERICAN EAGLE SANDERS GLEN, LLC CITY OF WESTFIELD

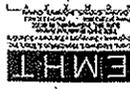


Printed: John F. Gillmor



Printed: Melody Jones

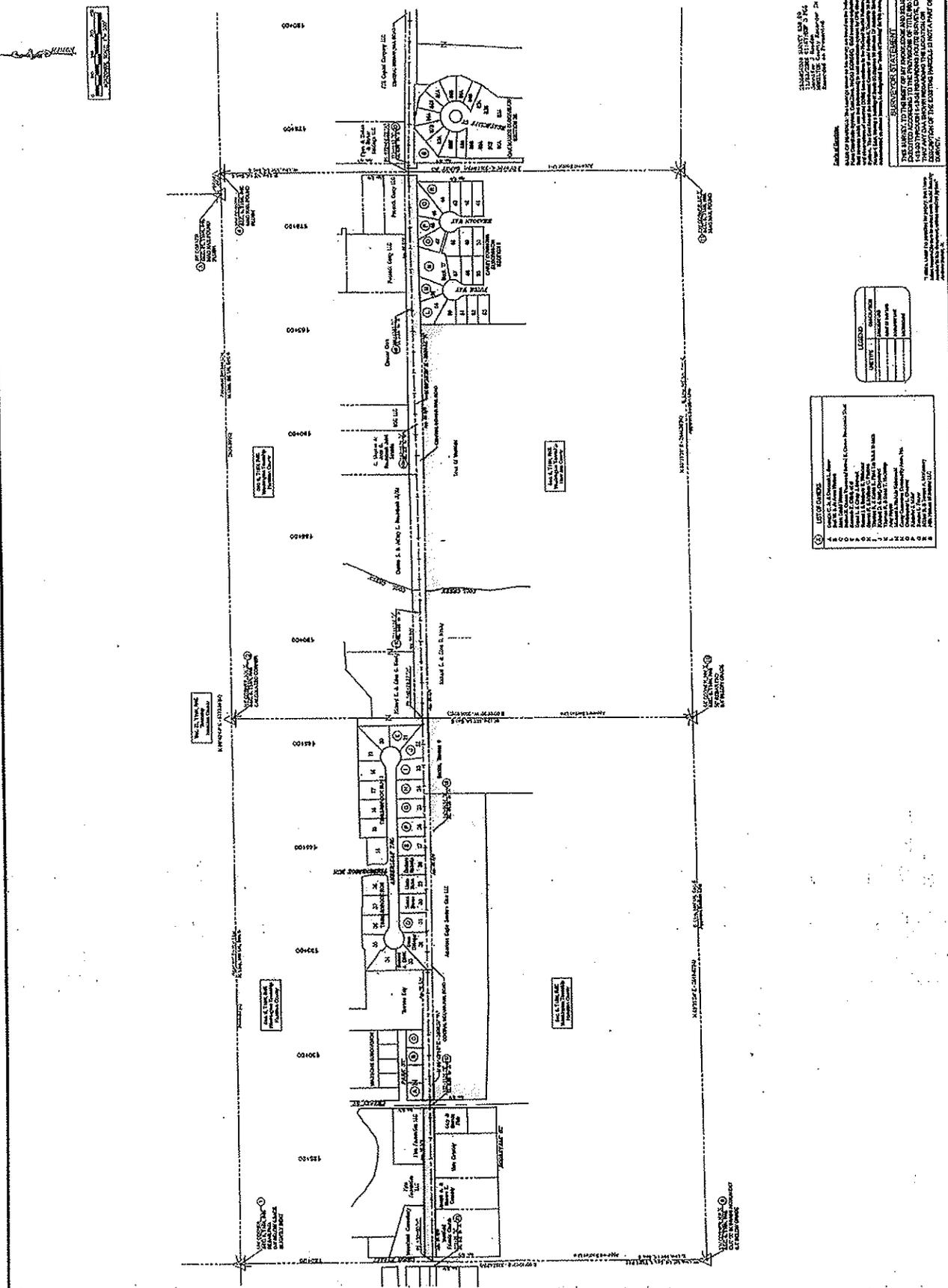
exhibit A



LOCATION CONTROL ROUTE SURVEY
FOR
THE MIDLAND TRAIL
Sections 6 and 6, T 18 N, R 4 E
Washington Township, IN



DATE: 10/15/2010
SCALE: AS SHOWN
SHEET NO. 1 of 3



THE SURVEYOR'S CERTIFICATE AND PLAN IS A PUBLIC RECORD AND IS SUBJECT TO THE PUBLIC RECORD ACT. THE SURVEYOR'S CERTIFICATE AND PLAN IS A PUBLIC RECORD AND IS SUBJECT TO THE PUBLIC RECORD ACT. THE SURVEYOR'S CERTIFICATE AND PLAN IS A PUBLIC RECORD AND IS SUBJECT TO THE PUBLIC RECORD ACT.

NO.	NAME	ADDRESS	PHONE	EMAIL
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LETTER CHANGES:
1. ...
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ACCEPTANCE

The undersigned Board of Public Works and Safety of the City of Westfield, Indiana, does hereby accept the grant of the above described right of entry agreement.

BOARD OF PUBLIC WORKS AND SAFETY

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____