

Cross Reference Instrument Nos:
9709738727 and 2020014445

DECLARATION OF CROSS-EASEMENTS

THIS DECLARATION OF CROSS-EASEMENTS ("Declaration") is made as of _____, 2020, by CARMEL CLAY PUBLIC LIBRARY BUILDING CORPORATION (the "CCPL Building Corporation") and CARMEL CLAY PUBLIC LIBRARY (the "Library," and with the CCPL Building Corporation, collectively, "CCPL") and CARMEL 2002 SCHOOL BUILDING CORPORATION (the "CCS Building Corporation") and CARMEL CLAY SCHOOLS (the "School," and with the CCS Building Corporation, collectively, "CCS") (collectively, CCPL and CCS are herein referred to as the "Declarants").

RECITALS:

A. CCPL Building Corporation is the current owner of certain real estate located in Hamilton County, Indiana, more particularly described on Exhibit A attached hereto and made a part hereof (the "Original CCPL Property"), on which it operates a public library.

B. By a deed dated April 18, 1997 and recorded on April 25, 1997 as Instrument No. 9709715684, the School transferred title to the CCPL Original Property to the Library. CCS intended to transfer title to five (5) acres of real estate, but the transfer was in error and more than five (5) acres was transferred. The Library inadvertently received an approximately additional .75 acres, more or less, as more particularly described on Exhibit B attached hereto and made a part hereof (the "CCPL Gap Property").

C. In connection with the first series of bonds to construct the new Library building, on September 16, 1997 as Instrument No. 9709738727, the Library transferred to the CCPL Building Corporation both the Original CCPL Property, as well as the CCPL Gap Property by Corporate Warranty Deed as security for the bonds. In connection with this Declaration, CCS is confirming the transfer of the CCPL Gap Property to the Library by a quitclaim deed of such property to the Library to be recorded prior to this Declaration.

D. The Library is in the process of constructing a parking garage on the Original CCPL Property and the CCPL Gap Property (the "Garage"). In order to construct the Garage, CCS has agreed to transfer a portion of property as more particularly described on Exhibit C attached hereto and made a part hereof (the "CCPL Setback Property") to CCPL by a quitclaim deed of such property to CCPL to be recorded prior to this Declaration. The Original CCPL Property, together with the CCPL Gap Property and the CCPL Setback Property are described on Exhibit D attached hereto and made a part hereof (collectively, the "CCPL Property").

E. CCS is the owner of that certain real estate located in Hamilton County, Indiana, more particularly described on Exhibit E attached hereto and made a part hereof (the "CCS Property"), on which it operates a school.

F. The CCPL Property and CCS Property are hereinafter collectively referred to as the "Properties" or individually as a "Property".

G. In anticipation of CCPL's development of the Garage: (i) CCS has agreed to provide for certain access rights over a portion of the CCS Property as more particularly described on Exhibit F and Exhibit I attached hereto and made a part hereof (collectively, the "CCS Access Drive Easement Parcel") and on Exhibit G attached hereto and made a part hereof (the "CCS Garage Access Drive Easement Parcel"); (ii) CCPL has agreed to provide for certain access rights over a portion of the CCPL Property as more particularly described on Exhibit H attached hereto and made a part hereof (the "CCPL Access Drive Easement Parcel"); and (iii) CCPL has agreed to grant certain parking rights in the Garage as set forth herein.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarants hereby reserve, declare, grant and convey as follows:

1. Recitals. The above recitals are hereby incorporated into this Declaration as if fully set forth herein and are true and correct in all material respects.

2. Grant of Easements for the benefit of CCS Property. CCPL does hereby establish, give, grant and convey to CCS and the successors and assigns in title to the CCS Property, and their respective tenants, subtenants, licensees and invitees, with respect to the CCPL Property, the following easements solely for the benefit of CCS Property:

(a) Access. A perpetual, non-exclusive easement for ingress and egress on, over and across the CCPL Access Drive Easement Parcel, which from time to time is hard-surfaced and designed for the passage of vehicular or pedestrian traffic; and

(b) Parking. A perpetual, non-exclusive easement for parking passenger motor vehicles in the Garage as it may exist from time to time. Such parking shall be limited to back to school events, holiday programs and other events scheduled with CCS provided that CCPL agrees to continue its cooperative use of the Garage to reasonably accommodate CCS's needs for overflow parking for special events.

3. Grant of Easements for the benefit of CCPL Property. CCS does hereby establish, give, grant and convey to CCPL and the successors and assigns in title to the CCPL Property, and their respective tenants, subtenants, licensees and invitees, with respect to the CCS Property, the following easements solely for the benefit of the CCPL Property:

(a) Access. A perpetual, non-exclusive easement for ingress and egress on, over and across the CCS Access Drive Easement Parcel and the CCS Garage Access Drive Easement Parcel, which from time to time is hard-surfaced and designed for the passage of vehicular or pedestrian traffic.

4. Operations, Maintenance and Repair Obligations. The owners, including CCPL and CCS, and the respective successors and assigns in ownership of CCPL Property and CCS Property (each, an "Owner" and collectively, the "Owners") shall be responsible for all costs associated with the ownership, operations, maintenance and repairs of all access drives

(including streets and sidewalks used for ingress and egress) and parking areas located on, over or under its respective Property, provided that CCS will operate, maintain and repair the CCPL Access Drive Easement Parcel consistent with the remainder of such access drive at CCS's sole cost and expense.

Each Party will advise the other Party of any plans to modify or change the use of their Property. Any material changes in use that would affect the other Party's use will not be made without the other Party's consent, which consent will not be unreasonably withheld, conditioned or delayed. Either Party agrees to meet with the other Party upon reasonable notice and at reasonable times to discuss matters of concern regarding use or scheduling regarding their respective Properties.

5. Reservation of Rights. Each Owner reserves the right to use, and permit the use of, its Property for any use not inconsistent with the rights granted to the other Owner hereunder including, but not limited to, the right of each Owner to partially restrict the flow of traffic over or parking on its respective Property, and any easement areas as to which the other Owner is granted rights hereunder, for the purposes of developing, maintaining, repairing and otherwise improving such Property as permitted or required hereunder; provided, however, that any such restriction of traffic or parking by any Owner shall not materially interfere with the operations of the other Owner. The rights granted to each Owner hereunder shall be exercised by each such Owner, at all times in a reasonable manner and without undue interference with the use and occupancy of the Owner granting such rights.

6. Indemnification. Except to the extent covered by any insurance described in Section 8, each Owner (the "Indemnifying Owner") does hereby indemnify, defend and save the other Owner (each, an "Indemnified Owner"), and such other Owner's members, representatives, officers, contractors, agents, invitees, licensees or employees (collectively, with respect to each Owner, the "Indemnified Parties"), harmless from and against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments arising from, in connection with or relating to personal injury, death or property damage occurring as a result of acts or omissions of the Indemnifying Owner or its representatives, officers, contractors, agents, invitees, licensees or employees (collectively, the "Indemnifying Parties") in connection with the Indemnifying Owner's or the Indemnifying Parties' use of such Indemnified Owner's Property as granted in this Declaration.

7. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given if sent by certified mail, postage prepaid, addressed to the party to which the same is directed at the address of such party set forth below:

Notice to CCPL Property Owner:
Attention: Director
Carmel Clay Public Library
55 4th Avenue SE
Carmel, Indiana 46032

Notice to CCS Property Owner:
Attention: Associate Superintendent of Business Affairs
Carmel Clay Schools
5201 E. Main Street
Carmel, Indiana 46033

Any party may change its address for purposes of this Declaration by giving the other party notice thereof in the manner provided for herein and properly recording such notice with the Hamilton County Recorder's Office (the "Recorder's Office") and cross-referencing this Declaration.

8. Insurance Requirements. The CCPL Property Owner and CCS Property Owner shall each carry and maintain, or cause to be carried and maintained, comprehensive public liability insurance covering injuries to persons and property on, in or about the easement area located on, over or under the Property owned by such Owner with combined limits of liability of not less than One Million and 00/100 Dollars (\$1,000,000.00). Each such Owner shall cause its insurer to add the other Owner as an additional insured and shall provide to the other Owner, a certificate of insurance reflecting the coverage herein required upon request therefor, which insurance shall include a waiver of subrogation.

9. Real Property Taxes. The Owners shall each pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities, all real property taxes and assessments which are levied against their respective Properties.

10. Compliance with Laws. The exercise and enjoyment of any rights, licenses and easements under this Declaration are subject to any applicable governmental restrictions, including without limitation zoning restrictions, and any other requirements of any governmental agency with respect to the Properties.

11. Binding on Successors and Assigns. This Declaration shall be construed as appurtenant to the Properties, and the terms and covenants herein contained shall run with the Properties, shall apply to and be binding upon Declarants and their successors and assigns, and subsequent owners of any portion of the Properties and shall not be affected by a conveyance of all or any part of the Properties.

12. Right to Relocate. Each Owner shall have the right, at its expense, to relocate, remove or alter the location of any facility or structure located at, under or upon its Property, provided that none of such actions shall materially and unreasonably interfere with any of the rights granted to the other Owner pursuant to this Declaration, except such temporary interference as may be necessary or advisable to accomplish the foregoing relocation, removal or alteration.

13. Remedies Upon Breach; Prevailing Party. In the event of breach or threatened breach of this Declaration, each Owner shall be entitled to any rights or remedies at law or in equity and may institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in regard to such action.

14. Amendments. This Declaration may be amended, modified or terminated at any time, but only by a written instrument executed by the Owners of all of the Properties and their respective mortgagees of record in the Recorder's Office.

15. No Joint Venture. Nothing contained herein shall be construed as either creating a dedication or grant of any rights to the public or causing any party to be a joint venturer or partner of any other.

16. Governing Law. This Declaration shall be governed by and construed pursuant to the laws of the State of Indiana.

17. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Declaration shall not affect the validity and enforceability of any other covenant, condition, term or provision.

IN WITNESS WHEREOF, Declarants have caused the execution of this Declaration of Cross-Easements effective as of the day, month and year first above written.

CARMEL CLAY PUBLIC LIBRARY BUILDING CORPORATION

By: _____

Name: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, the President of Carmel Clay Public Library Building Corporation and acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this ____ day of _____, 20__.

Signature

Printed Notary Public

My Commission Expires:

County of Residence:

EXHIBIT A

ORIGINAL CCPL PROPERTY

P:\2019\191-706\Survey\Draw\SV02-CROSS EASEMENTS\191706-SV02-Cross Easements.dwg[A] LS:(4/16/2020 - asyers) - LP: 4/16/2020 7:51 PM

PARCEL A DESCRIPTION

Part of the real estate conveyed to Carmel Clay Public Library Building Corporation as recorded in Instrument Number 9709738727 in the Office of the Recorder of Hamilton County, Indiana, situated in the East Half of the Southwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on April 16, 2020, as follows:

BEGINNING at the northwest corner of said half quarter section being the northwest corner of the grantor's land; thence North 89 degrees 44 minutes 42 seconds East along the north line thereof a distance of 350.00 feet to the northeast corner of the grantor's land; thence South 00 degrees 00 minutes 00 seconds East along the east line of the grantor's land a distance of 654.40 feet; thence North 89 degrees 19 minutes 18 seconds West a distance of 350.02 feet to the west line of the grantor's land; thence North 00 degrees 00 minutes 00 seconds West along said line a distance of 648.70 feet to the POINT OF BEGINNING, containing 5.235 acres of land, more or less.



Anthony B. Syers
Registered Land Surveyor No. 20800124
April 16, 2020
asyers@cecinc.com
prepared by Anthony B. Syers



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. Anthony B. Syers



Civil & Environmental Consultants, Inc.
530 E. Ohio Street, Suite G - Indianapolis, IN 46204
317-655-7777 • 877-746-0749
www.cecinc.com

CARMEL CLAY PUBLIC LIBRARY
55 4TH AVENUE SE
CARMEL, INDIANA

PARCEL A
DESCRIPTION

DRAWN BY: NRB	CHECKED BY: ABS	APPROVED BY: ABS	FIGURE NO.:
DATE: APRIL 16, 2020	DWG SCALE:	PROJECT NO: 191-706	A-DESC

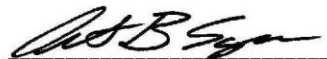
EXHIBIT B
CCPL GAP PROPERTY

P:\2019\191-706\Survey\Draw\SV02-CROSS EASEMENTS\191706-SV02-Cross Easements.dwg[9] LS:(4/16/2020 - asyers) - LP: 4/16/2020 7:57 PM

PARCEL B DESCRIPTION

Part of the real estate conveyed to Carmel Clay Public Library Building Corporation as recorded in Instrument Number 9709738727 in the Office of the Recorder of Hamilton County, Indiana, as situated in the East Half of the Southwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on April 16, 2020, as follows:

COMMENCING at the northwest corner of said half quarter section being the northwest corner of the grantor's land; thence South 00 degrees 00 minutes 00 seconds East along the west line of the grantor's land a distance of 648.70 feet to the POINT OF BEGINNING; thence South 89 degrees 19 minutes 18 seconds East a distance of 350.02 feet to the east line of the grantor's land; thence South 00 degrees 00 minutes 00 seconds East along said east line a distance of 92.34 feet to the southeast corner of the grantor's land; thence South 89 degrees 44 minutes 42 seconds West along the south line of the grantor's land a distance of 350.00 feet to the southwest corner thereof; thence North 00 degrees 00 minutes 00 seconds West along said west line of the grantor's land a distance of 98.04 feet to the POINT OF BEGINNING, containing 0.765 acres of land, more or less.



Anthony B. Syers
Registered Land Surveyor No. 20800124
April 16, 2020
asyers@cecinc.com
prepared by Anthony B. Syers



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. Anthony B. Syers



Civil & Environmental Consultants, Inc.

530 E. Ohio Street, Suite G - Indianapolis, IN 46204
317-655-7777 · 877-746-0749
www.cecinc.com

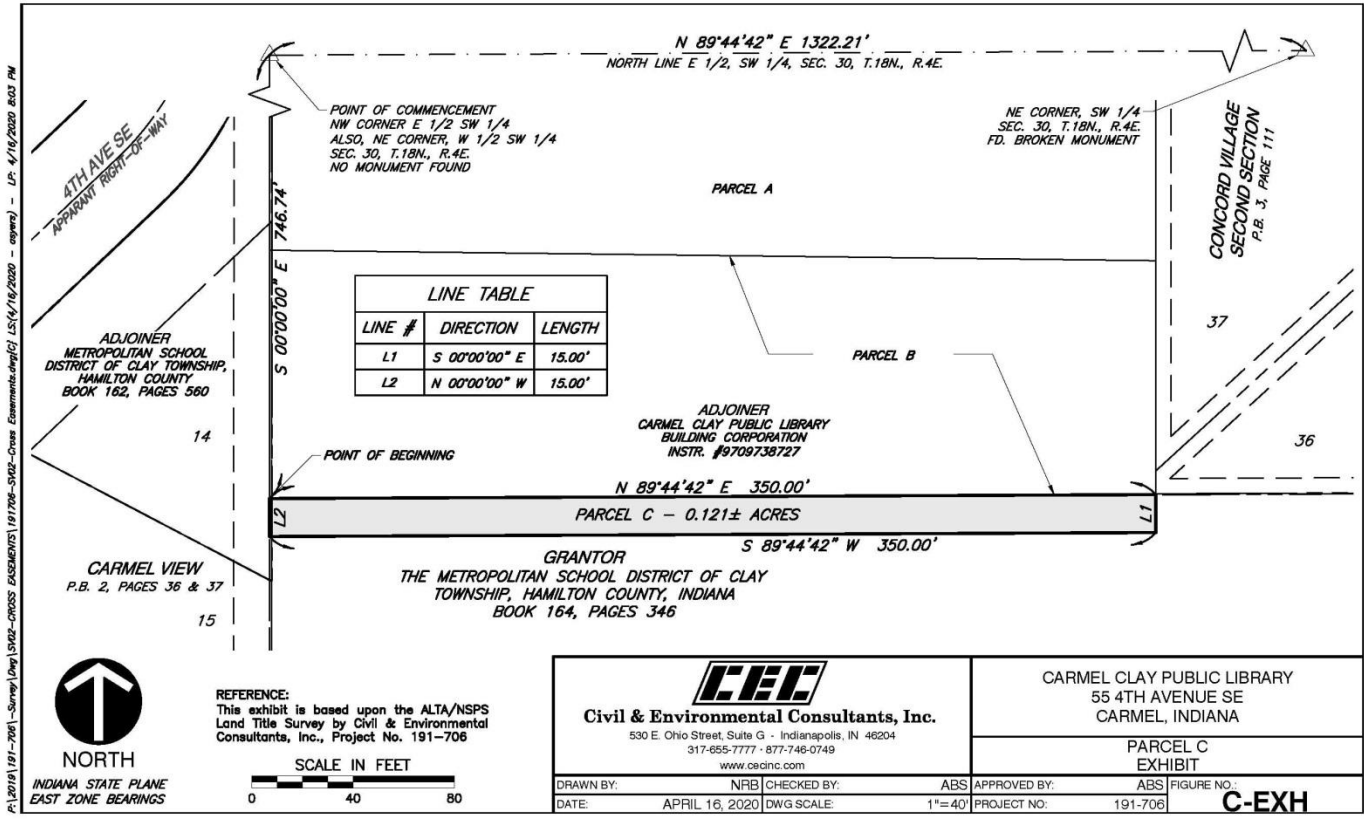
CARMEL CLAY PUBLIC LIBRARY
55 4TH AVENUE SE
CARMEL, INDIANA

PARCEL B
DESCRIPTION

DRAWN BY:	NRB	CHECKED BY:	ABS	APPROVED BY:	ABS	FIGURE NO.:	B-DESC
DATE:	APRIL 16, 2020	DWG SCALE:		PROJECT NO.:	191-706		

EXHIBIT C

CCPL SETBACK PROPERTY



F:\2019\191-706\Survey\Draw\191-706-CROSS EXAMINATIONS\191706-942-Cross Exam.dwg [L:\1\16\2020 - owners] - LP: 4/16/2020 8:03 PM

P:\2019\191-706\Survey\Draw\191706-DESC-01.dwg - 191706-DESC-01.dwg - 4/16/2020 2:04 PM
 P:\2019\191-706\Survey\Draw\191706-DESC-01.dwg - 191706-DESC-01.dwg - 4/16/2020 2:04 PM

PARCEL C DESCRIPTION

A 15-foot strip of land lying in the northwest corner of the real estate conveyed to The Metropolitan School District of Clay Township, Hamilton County, Indiana as recorded in Book 164, page 348 in the Office of the Recorder of Hamilton County, Indiana, situated in the East Half of the Southwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on April 16, 2020, as follows:

COMMENCING at the northwest corner of said half quarter section; thence South 00 degrees 00 minutes 00 seconds East along the west line of real estate conveyed to Carmel Clay Public Library Building Corporation as recorded in Instrument Number 9709738727 in said recorder's office a distance of 746.74 feet to the POINT OF BEGINNING being the northwest corner of the grantor's land; thence North 89 degrees 44 minutes 42 seconds East along the north line of the grantor's land a distance of 350.00 feet; thence South 00 degrees 00 minutes 00 seconds East parallel with the west line of the grantor's land a distance of 15.00 feet; thence South 89 degrees 44 minutes 42 seconds West parallel with said north line of the grantor's land a distance of 350.00 feet to said west line of the grantor's land; thence North 00 degrees 00 minutes 00 seconds West along said west line a distance of 15.00 feet to the POINT OF BEGINNING, containing 0.121 acres of land, more or less.



Anthony B. Syers
 Registered Land Surveyor No. 20800124
 April 16, 2020
 asyers@cecinc.com
 prepared by Anthony B. Syers



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. Anthony B. Syers

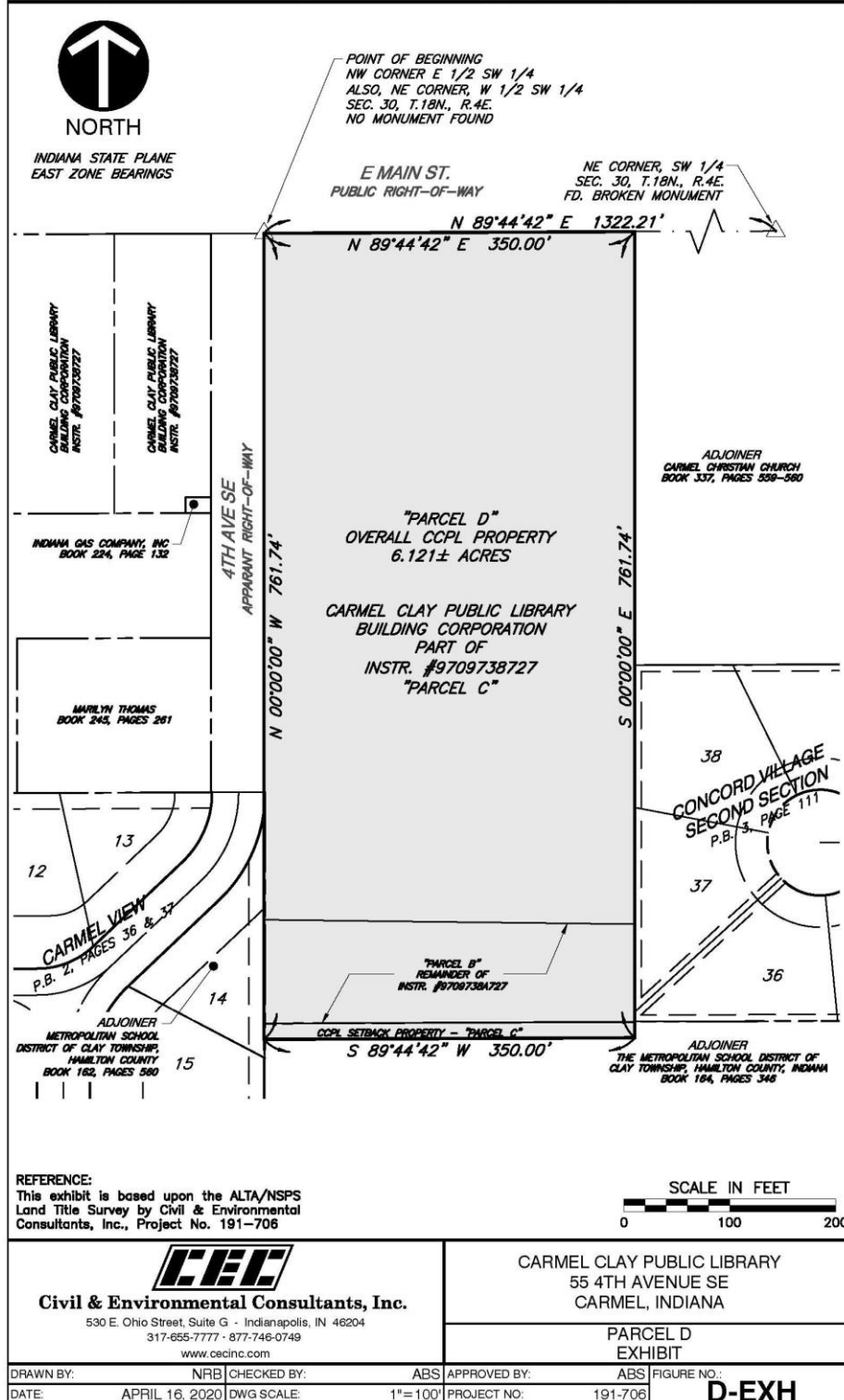
 Civil & Environmental Consultants, Inc. <small>530 E. Ohio Street, Suite G - Indianapolis, IN 46204 317-655-7777 · 877-746-0749 www.cecinc.com</small>	CARMEL CLAY PUBLIC LIBRARY 55 4TH AVENUE SE CARMEL, INDIANA
	PARCEL C DESCRIPTION
DRAWN BY: NRB CHECKED BY: ABS APPROVED BY: ABS FIGURE NO.:	C-DESC
DATE: APRIL 16, 2020 DWG SCALE:	PROJECT NO: 191-706

EAST ZONE BEARINGS

EXHIBIT D

CCPL PROPERTY

P:\2019\191-706-Survey\Draw\SV02-CROSS EASEMENTS\191706-SV02-Cross Easements.dwg[D] LS:(4/16/2020 - cayers) - LP: 4/16/2020 8:38 PM



PARCEL D DESCRIPTION

The real estate conveyed to Carmel Clay Public Library Building Corporation, henceforth referred to as "CCPL", as recorded in Instrument Number 9709738727 in the Office of the Recorder of Hamilton County, Indiana and part of the real estate conveyed to The Metropolitan School District of Clay Township, Hamilton County, Indiana as recorded in Book 164, page 346 in said recorder's office, situated in the East Half of the Southwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on April 16, 2020, as follows:

BEGINNING at the northwest corner of said half quarter section being the northwest corner of said "CCPL" land; thence North 89 degrees 44 minutes 42 seconds East along the north line of said quarter section a distance of 350.00 feet to the northeast corner of said "CCPL" land; thence South 00 degrees 00 minutes 00 seconds East along the east line of said "CCPL" land and the southerly extension thereof a distance of 761.74 feet; thence South 89 degrees 44 minutes 42 seconds West parallel with the north line of said quarter section a distance of 350.00 feet to the southerly extension of the west line of said "CCPL" land; thence North 00 degrees 00 minutes 00 seconds West along said southerly extension and said west line a distance of 761.74 feet to the POINT OF BEGINNING, containing 6.121 acres of land, more or less.



Anthony B. Syers
Registered Land Surveyor No. 20800124
April 16, 2020
asyers@cecinc.com
prepared by Anthony B. Syers



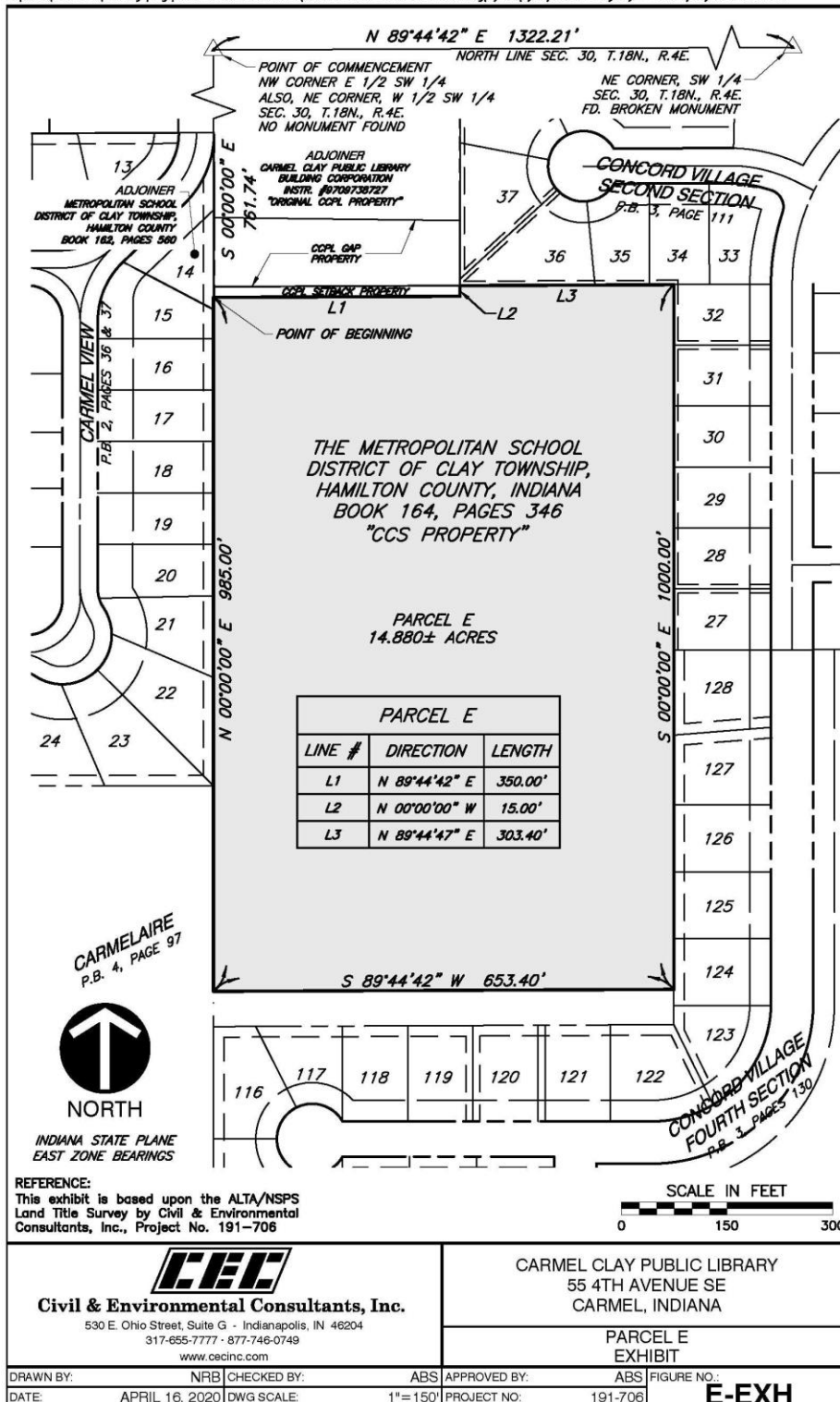
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Anthony B. Syers

 Civil & Environmental Consultants, Inc. 530 E. Ohio Street, Suite G - Indianapolis, IN 46204 317-655-7777 · 877-746-0749 www.cecinc.com	CARMEL CLAY PUBLIC LIBRARY 55 4TH AVENUE SE CARMEL, INDIANA		
	PARCEL D DESCRIPTION		
DRAWN BY: NRB DATE: APRIL 16, 2020	CHECKED BY: DWG SCALE:	ABS PROJECT NO: 191-706	APPROVED BY: ABS FIGURE NO.: D-DESC

EXHIBIT E

CCS PROPERTY


P:\2019\191-706-Survey\Draw\SV02-CROSS EASEMENTS\191706-SV02-Cross Easements.dwg[E] LS:(4/16/2020 - cayers) - LP: 4/16/2020 9:37 PM



PARCEL E DESCRIPTION

Part of the real estate conveyed to The Metropolitan School District of Clay Township, Hamilton County, Indiana as recorded in Book 164, page 346 in the Office of the Recorder of Hamilton County, henceforth referred to as the "School Property", Indiana, situated in the East Half of the Southwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on April 16, 2020, as follows:

COMMENCING at the northwest corner of said half quarter section; thence South 00 degrees 00 minutes 00 seconds East a distance of 761.74 feet to the POINT OF BEGINNING, being 15.00 feet south of the northwest corner of Book 164, Page 346; thence North 89 degrees 44 minutes 42 seconds East parallel with the north line of said "School Property" a distance of 350.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 15.00 feet to said north line; thence North 89 degrees 44 minutes 47 seconds East along said north line a distance of 303.40 feet to the northeast corner of said "School Property"; thence South 00 degrees 00 minutes 00 seconds East along the east line of said "School Property" a distance of 1,000.00 feet to the southeast corner thereof; thence South 89 degrees 44 minutes 42 seconds West along the south line of said "School Property" a distance of 653.40 feet to the southwest corner thereof; thence North 00 degrees 00 minutes 00 seconds West along the west line of said "School Property" a distance of 985.00 feet to the POINT OF BEGINNING, containing 14.880 acres of land, more or less.



Anthony B. Syers
 Registered Land Surveyor No. 20800124
 April 16, 2020
 asyers@cecinc.com
 prepared by Anthony B. Syers



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. Anthony B. Syers

 Civil & Environmental Consultants, Inc. 530 E. Ohio Street, Suite G - Indianapolis, IN 46204 317-655-7777 · 877-746-0749 www.cecinc.com	CARMEL CLAY PUBLIC LIBRARY 55 4TH AVENUE SE CARMEL, INDIANA	
	PARCEL E DESCRIPTION	
DRAWN BY: NRB DATE: APRIL 16, 2020	CHECKED BY: ABS DWG SCALE:	APPROVED BY: ABS PROJECT NO: 191-706
		FIGURE NO.: E-EXH

EXHIBIT F

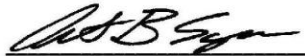
CCS ACCESS DRIVE EASEMENT PARCEL

P:\2019\191-706-Survey\Draw\SV02-CROSS EASEMENTS\191706-SV02-Cross Easements.dwg[F] LS:(4/16/2020 - asyers) - LP: 4/16/2020 9:47 PM

PARCEL F DESCRIPTION - CCS ACCESS DRIVE EASEMENT

Part of the real estate conveyed to The Metropolitan School District of Clay Township, Hamilton County, Indiana as recorded in Book 164, page 346 in the Office of the Recorder of Hamilton County, henceforth referred to as the "School Property", Indiana, situated in the East Half of the Southwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on April 16, 2020, as follows:

COMMENCING at the northwest corner of said half quarter section; thence South 00 degrees 00 minutes 00 seconds East a distance of 761.74 feet; thence North 89 degrees 44 minutes 42 seconds East parallel with the north line of said quarter section a distance of 6.40 feet to the POINT OF BEGINNING; thence continuing North 89 degrees 44 minutes 42 seconds East a distance of 56.84 feet; thence South 44 degrees 39 minutes 08 seconds East a distance of 225.31 feet; thence South 60 degrees 13 minutes 22 seconds West a distance of 14.63 feet; thence South 44 degrees 39 minutes 08 seconds East a distance of 85.60 feet; thence South 45 degrees 20 minutes 52 seconds West a distance of 27.35 feet; thence North 44 degrees 30 minutes 23 seconds West a distance of 346.92 feet to the POINT OF BEGINNING, containing 0.281 acres of land, more or less.



Anthony B. Syers
Registered Land Surveyor No. 20800124
April 16, 2020
asyers@cecinc.com
prepared by Anthony B. Syers



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. Anthony B. Syers



Civil & Environmental Consultants, Inc.

530 E. Ohio Street, Suite G - Indianapolis, IN 46204
317-855-7777 · 877-746-0749
www.cecinc.com

CARMEL CLAY PUBLIC LIBRARY
55 4TH AVENUE SE
CARMEL, INDIANA

PARCEL F
DESCRIPTION

DRAWN BY:	NRB	CHECKED BY:	ABS	APPROVED BY:	ABS	FIGURE NO.:	
DATE:	APRIL 16, 2020	DWG SCALE:		PROJECT NO.:	191-706		F-DESC

EXHIBIT G


CCS GARAGE ACCESS DRIVE EASEMENT PARCEL

P:\2019\191-706\Survey\Draw\SV02-CROSS EASEMENTS\191706-SV02-Cross Easements.dwg[c] LS:(4/16/2020 - asyers) - LP: 4/16/2020 10:02 PM

PARCEL G DESCRIPTION - CCS GARAGE ACCESS DRIVE EASEMENT

Part of the real estate conveyed to The Metropolitan School District of Clay Township, Hamilton County, Indiana as recorded in Book 164, page 346 in the Office of the Recorder of Hamilton County, henceforth referred to as the "School Property", Indiana, situated in the East Half of the Southwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on April 16, 2020, as follows:

COMMENCING at the northwest corner of said half quarter section; thence South 00 degrees 00 minutes 00 seconds East a distance 761.74 feet being 15.00 feet south of the northwest corner of Book 164, Page 346; thence North 89 degrees 44 minutes 42 seconds East a distance of 299.88 feet to the POINT OF BEGINNING; thence continuing North 89 degrees 44 minutes 42 seconds East a distance of 50.13 feet to a point on a non-tangent curve to the right having a radius of 314.63 feet, the radius point of which bears North 89 degrees 50 minutes 17 seconds West; thence along said curve southerly an arc distance of 215.98 feet to a point which bears South 50 degrees 30 minutes 22 seconds East from said radius point; thence South 16 degrees 38 minutes 46 seconds West a distance of 31.84 feet; thence North 44 degrees 39 minutes 08 seconds West a distance of 85.60 feet; thence North 60 degrees 13 minutes 22 seconds East a distance of 20.19 feet; thence North 52 degrees 37 minutes 25 seconds East a distance of 49.90 feet to a point on a non-tangent curve to the left having a radius of 264.50 feet, the radius point of which bears North 80 degrees 42 minutes 39 seconds West; thence along said curve northerly an arc distance of 134.10 feet to the POINT OF BEGINNING, containing 0.280 acres of land, more or less.



Anthony B. Syers
Registered Land Surveyor No. 20800124
April 16, 2020
asyers@cecinc.com
prepared by Anthony B. Syers



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. Anthony B. Syers

 Civil & Environmental Consultants, Inc. <small>530 E. Ohio Street, Suite G - Indianapolis, IN 46204 317-855-7777 · 877-746-0749 www.cecinc.com</small>	CARMEL CLAY PUBLIC LIBRARY 55 4TH AVENUE SE CARMEL, INDIANA PARCEL G DESCRIPTION
DRAWN BY: NRB CHECKED BY: ABS APPROVED BY: ABS FIGURE NO.:	DATE: APRIL 16, 2020 DWG SCALE: PROJECT NO: 191-706 G-DESC

EXHIBIT H

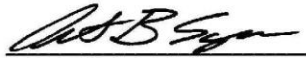
CCPL ACCESS DRIVE EASEMENT PARCEL

P:\2019\191-706-Survey\Draw\SV02-CROSS EASEMENTS\191706-SV02-Cross Easements.dwg[h] LS:(4/17/2020 - asyrs) - LP: 4/17/2020 12:49 PM

PARCEL H DESCRIPTION - CCS ACCESS DRIVE EASEMENT

Part of the real estate conveyed to Carmel Clay Public Library Building Corporation as recorded in Instrument Number 9709738727 in the Office of the Recorder of Hamilton County, Indiana and part of the real estate conveyed to The Metropolitan School District of Clay Township, Hamilton County, Indiana as recorded in Book 164, page 346 in said recorder's office, situated in the East Half of the Southwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on April 16, 2020, as follows:

COMMENCING at the northwest corner of said half quarter section; thence South 00 degrees 00 minutes 00 seconds East along the west line of said Carmel Clay Public Library property a distance 685.56 feet to the POINT OF BEGINNING; thence South 44 degrees 39 minutes 08 seconds East a distance of 96.16 feet; thence South 45 degrees 20 minutes 52 seconds West a distance of 10.68 feet; thence South 89 degrees 44 minutes 42 seconds West parallel with the north line of said quarter section a distance of 59.99 feet to the west line of said Metropolitan School District property; thence North 00 degrees 00 minutes 00 seconds West along said west line and said west line of said Carmel Clay Public Library property a distance of 76.18 feet to the POINT OF BEGINNING, containing 0.064 acres of land, more or less.



Anthony B. Syers
Registered Land Surveyor No. 20800124
April 16, 2020
asyers@cecinc.com
prepared by Anthony B. Syers



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. Anthony B. Syers


Civil & Environmental Consultants, Inc.
530 E. Ohio Street, Suite G - Indianapolis, IN 46204
317-855-7777 · 877-746-0749
www.cecinc.com

CARMEL CLAY PUBLIC LIBRARY
55 4TH AVENUE SE
CARMEL, INDIANA

PARCEL H
DESCRIPTION

DRAWN BY:	NRB	CHECKED BY:	ABS	APPROVED BY:	ABS	FIGURE NO.:	
DATE:	APRIL 16, 2020	DWG SCALE:		PROJECT NO.:	191-706		H-DESC

EXHIBIT I

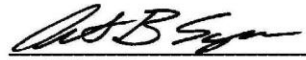
ACCESS TO STREET

P:\2019\191-706\Survey\Draw\SV02-CROSS EASEMENTS\191706-SV02-Cross Easements.dwg[] LS:(4/17/2020 - asyers) - LP: 4/17/2020 12:48 PM

PARCEL I DESCRIPTION - CCS ACCESS DRIVE EASEMENT

Part of the real estate conveyed to The Metropolitan School District of Clay Township, Hamilton County, Indiana, henceforth referred to as the "School Property" as recorded in Book 162, page 560 in the Office of the Recorder of Hamilton County, Indiana, situated in the East Half of the Southwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on April 16, 2020, as follows:

COMMENCING at the northwest corner of said half quarter section; thence South 00 degrees 00 minutes 00 seconds East along the west line of the real estate conveyed to Carmel Clay Public Library Building Corporation as recorded in Instrument Number 9709738727 in said recorder's office a distance of 699.07 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 00 minutes 00 seconds East along said west line and the east line of said "School Property" a distance of 56.13 feet; thence North 44 degrees 30 minutes 23 seconds West a distance of 91.42 feet; thence North 88 degrees 16 minutes 28 seconds West a distance of 40.25 feet to the northwesterly line of said "School Property", the following two (2) courses run along said northwesterly line; (1) thence North 46 degrees 31 minutes 09 seconds East a distance of 84.96 feet to a point on a tangent curve to the left having a radius of 139.93 feet, the radius point of which bears North 43 degrees 28 minutes 51 seconds West; thence northeasterly along said curve an arc distance of 9.56 feet to a point which bears South 47 degrees 23 minutes 44 seconds East from said radius point; thence South 01 degrees 10 minutes 54 seconds East a distance of 40.00 feet; thence South 44 degrees 39 minutes 08 seconds East a distance of 49.99 feet; to the POINT OF BEGINNING, containing 0.108 acres of land, more or less.



Anthony B. Syers
Registered Land Surveyor No. 20800124
April 16, 2020
asyers@cecinc.com
prepared by Anthony B. Syers



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. Anthony B. Syers



Civil & Environmental Consultants, Inc.

530 E. Ohio Street, Suite G - Indianapolis, IN 46204
317-855-7777 · 877-746-0749
www.cecinc.com

CARMEL CLAY PUBLIC LIBRARY
55 4TH AVENUE SE
CARMEL, INDIANA

PARCEL I
DESCRIPTION

DRAWN BY:	NRB	CHECKED BY:	ABS	APPROVED BY:	ABS	FIGURE NO.:	
DATE:	APRIL 16, 2020	DWG SCALE:		PROJECT NO.:	191-706		I-DESC

