

TEMPORARY CONSTRUCTION EASEMENT, LICENSE AND MAINTENANCE AGREEMENT FOR BEECHWOOD LANE CONNECTOR

THIS TEMPORARY CONSTRUCTION EASEMENT, LICENSE AND MAINTENANCE AGREEMENT FOR BEECHWOOD LAND CONNECTOR (the “**Agreement**”) is made and entered as of the ____ day of _____, 2024 (“**Effective Date**”), by and between EJ WILLIAMS, owner of real property located at 295 Beechwood Lane, Zionsville, Indiana 46077 (“**Owner**”), and the ZIONSVILLE BOARD OF PARKS AND RECREATION OF THE TOWN OF ZIONSVILLE, INDIANA, a municipal agency (“**Park Board**”).

Recitals:

WHEREAS, Owner is the owner of real estate located at 295 Beechwood Lane, Zionsville, Indiana, 46077, pursuant to deed recorded as instrument number [REDACTED] in the Office of The Recorder, Boone County, Indiana;

WHEREAS, Owner desires to construct a connector bridge and pathway from 295 Beechwood Lane to the Zionsville Rail Trail at a point identified on the attached EXHIBIT A incorporated herein (the “Property”), which connector bridge and pathway is to be known as the “Beechwood Lane Connector”;

WHEREAS, The Park Board is willing to permit such connector bridge and pathway, but only on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and other good and valuable considerations, the receipt and sufficiency of which hereby is acknowledged, Owner and the Park Board hereby agree as follows:

1. Recitals. The above recitals are hereby incorporated into this agreement as if fully set forth herein and are true and correct in all material respects.
2. Grant of Temporary Construction and Maintenance Easement. Park Board does hereby establish, give, grant and convey to Owner a temporary non-exclusive easement for construction activities, at reasonable times, including without limitation, staging, site preparation and grading, in, over, upon and across the Property for the construction of the Beechwood Lane Connector consisting of a connector bridge and pathway at the location as shown on EXHIBIT A. All costs of design and construction of the Beechwood Lane Connector shall be paid by Owner, and Owner shall construct the Beechwood Lane Connector in strict accordance with the plans and specifications approved by the Park Board, as indicated on EXHIBIT B attached hereto and made apart hereof, and in accordance with all applicable local, state and federal laws. The Beechwood Lane Connector shall be subject to and must pass an as-built inspection by the Park Board, or a representative thereof, prior to final approval and public use of the

Beechwood Lane Connector. Owner shall not remove any more trees or shrubs than absolutely necessary for construction of the Beechwood Lane Connector , and shall consult with the Superintendent of Parks and Recreation on any discretionary tree or shrub removal. Owner's work on the Property shall not, in any way, interfere with the normal operations of the Zionsville Parks Department or the public's use and enjoyment of the Zionsville Rail Trail. Owner shall coordinate the timing of the construction and/or maintenance of the Beechwood Lane Connector with the Superintendent of Parks and Recreation and shall proceed only with the Superintendent of Parks and Recreation's approval. Owner shall be responsible for coordinating with local utilities impacted by the Owner's work in the Property. This temporary construction and maintenance agreement shall continue in effect while the Beechwood Lane Connector is being constructed and maintained and shall terminate upon the Beechwood Lane Connector being removed.

3. Public Access and Maintenance. Upon completion, the Beechwood Lane Connector shall be open to public access and to emergency vehicles, except as to public access when the Zionsville Rail Trail is otherwise closed to the public. Owner shall not prohibit the public from access to the Beechwood Lane Connector, except as directed by the Superintendent of Parks and Recreation, and shall at all times maintain the Beechwood Lane Connector in good and safe condition, as determined by the Superintendent of Parks and Recreation, at Owner's sole cost and expense, and shall make all such repairs to the pathway connector as deemed necessary by the Superintendent of Parks and Recreation, including, but not limited to, snow and ice removal and resurfacing when necessary. Should the Beechwood Lane Connector fall into disrepair or become unwelcoming, unsightly or dangerous, as determined by the Superintendent of Parks and Recreation, the Owner shall, immediately upon receiving notice from the Superintendent of Parks and Recreation, remediate the Beechwood Lane Connector. Should this remediation not take place within a reasonable time (not to exceed 30 days), the Parks Department may remediate or remove the Beechwood Lane Connector, at the Owner's expense.
4. Indemnification.
 - i) Owner shall indemnify, defend, and save the Town of Zionsville, the Park Board, their affiliates and related entities, their respective officers, employees, elected and appointed officials and/or agents, harmless from and against any and all liabilities, losses, damages, costs and expenses (including, but not limited to court costs, penalties and reasonable attorneys fees), causes of action, suits, claims or judgments arising from, in connection with or relating to injury to persons or damage to property resulting from the Owner's work on the Property or arising in any manner out of the acts or omissions of Owner or its agents or employees or any other persons acting under owners direction or control in connection with the work on the Property, the Beechwood Lane Connector or maintenance thereof. The indemnity obligation set forth in this section shall survive the termination of the temporary construction easement..

5. Termination Upon Bridge Removal and Restoration. In the event that the Owner decides to remove the bridge and pathway that makes up the Beechwood Lane Connector, this Agreement shall terminate upon the completion of the following conditions:
- i) The Owner shall notify the Park Board in writing at least 30 days prior to the commencement of the removal of the Beechwood Lane Connector.
 - ii) The Owner shall be responsible for the safe and complete removal of the Beechwood Lane Connector, including all associated materials, footers, and structures.
 - iii) The Owner shall restore the land to its natural state, as reasonably determined by the Superintendent of Parks and Recreation, including replanting of any trees or shrubs removed during construction, and ensuring the land is safe and usable for its intended purpose.
 - iv) Upon completion of the removal and restoration, the Owner shall notify the Superintendent of Parks and Recreation, who shall inspect the site to confirm that it has been adequately restored to its natural state.
 - v) Upon confirmation of site restoration, this Agreement shall be considered terminated, and all obligations and rights under this Agreement shall cease.
 - vi) Any costs associated with the removal and restoration shall be borne solely by the Owner.
6. Default. If either party fails to perform its obligations hereunder, the other party shall have the right to either terminate this agreement or seek specific performance or injunctive relief.
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 Owner:
EJ WILLIAMS
295 Beechwood Lane
Zionsville, Indiana 46077

Notice to Park Board:
ZIONSVILLE BOARD OF PARKS AND RECREATION
TOWN HALL
1100 W Oak Street

Zionsville, Indiana 46077
Attn: Superintendent

With a copy sent to:
Jon Oberlander
Chief Legal Counsel
Town of Zionsville
1100 W. Oak Street
Zionsville, IN 46077

Any Party may change its address for purposes of this agreement by giving the other party notice thereof in the matter provided for herein.

8. Insurance. Owner agrees to maintain at all time adequate general liability insurance with respect to its activities on the Property in an amount not less than \$1,000,000 (one million dollars) per occurrence specifically including coverage against claims for bodily injury, death and property damage occurring on or about the Property and contractual coverage with respect to the indemnity obligations as set forth in this agreement. Owner shall name the Town of Zionsville and the Zionsville Board of Parks and Recreation as additional insureds. Owners shall furnish evidence of such coverage upon request from time to time.
9. Binding on Successors and Assigns. This agreement shall apply to and be binding upon owner and Park Board and their respective successors and assigns, and subsequent owners of the real estate located at 295 Beechwood Lane, Zionsville, Indiana 46077, or any portion of the Property, and shall not be affected by a conveyance of all or any part of the Property or 295 Beechwood Lane, Zionsville, Indiana 46077, and shall be for the benefit of subsequent owners of 295 Beechwood Lane, Zionsville, Indiana 46077.
10. Amendments. This agreement may be amended, modified or terminated at any time, but only by written instrument executed by the parties hereto and their respective mortgagees of record in the Records Office.
11. Governing Law. This agreement shall be governed by construed pursuant to laws of the State of Indiana.
12. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.
13. Authority. Each undersigned person signing on behalf of a party hereto certifies that he/she has been fully empowered and duly authorized by any and all necessary action to execute and deliver this agreement and bind such party.

14. Counterparts. This agreement may be executed in one or more counterparts which, when taken together, shall constitute one in the same original document.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement as of the day, month, and year first written above.

“Owner”

EJ WILLIAMS

EJ Williams

STATE OF INDIANA)
) SS:
COUNTY OF BOONE

Before me, a Notary Public in and for the above County and State, personally appeared EJ Williams, Owner, who acknowledged the execution of the foregoing Agreement.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Printed: _____

I am a resident of _____ County, _____ (State).

My commission expires: _____.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement as of the day, month, and year first written above.

TOWN OF ZIONSVILLE PARK BOARD OF
PARKS AND RECREATION

By: Ryan Cambridge, President

_____ (Name), _____ (Title)

STATE OF INDIANA)
) SS:
COUNTY OF BOONE

Before me, a Notary Public in and for the above County and State, personally appeared the Town of Zionsville Park Board, a municipal agency, by _____, its _____, who acknowledged the execution of the foregoing Agreement on behalf of said corporation.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Printed: _____

I am a resident of _____ County, _____ (State).

My commission expires: _____.

I affirm under penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law.

Amy E. Noonning

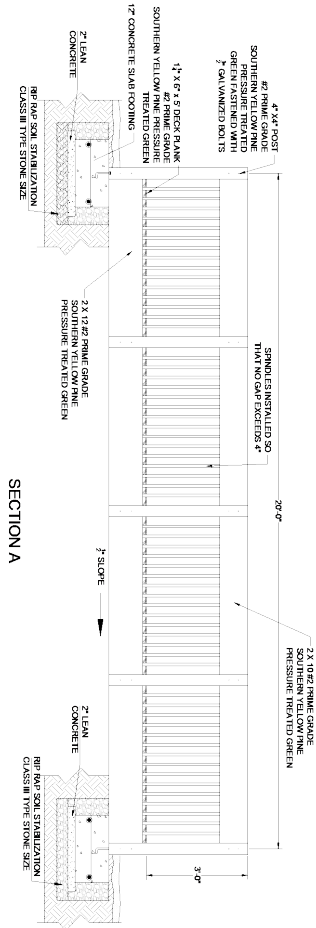
This instrument prepared by: Amy E. Noonning, TAYLOR, MINNETTE, SCHNEIDER & CLUTTER, P.C., 117 W. Main Street, Lebanon, Indiana 46052
After recording, please return to Jarod Logsdon, 1100 W. Oak St., Zionsville, Indiana 46077

EXHIBIT A

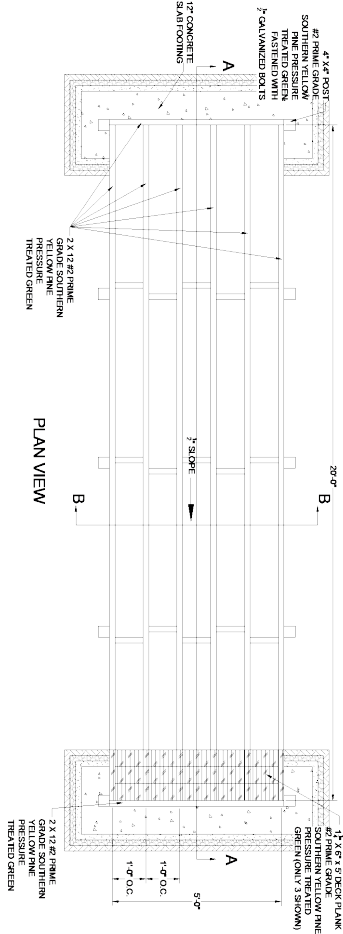
The Beechwood Lane Connector is limited to the area highlighted in red below. .



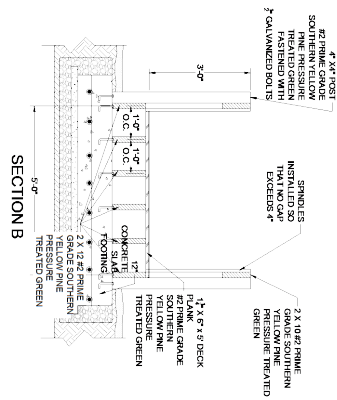
EXHIBIT B



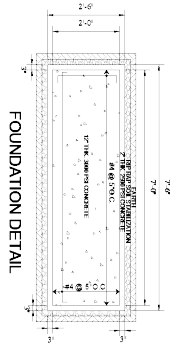
SECTION A



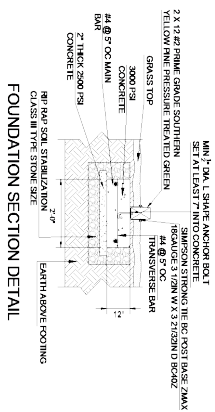
PLAN VIEW



SECTION B



FOUNDATION DETAIL



FOUNDATION SECTION DETAIL



SIMPSON STRONG TIE BC POST BASE

NOTE: LIVE LOAD CAPACITY = 90 LBS PER SQUARE FOOT

Digitally signed
by Jon C. Akin
Date: 2024.07.22
17:20:10
+0500'

PROJECT TITLE:

WOOD BRIDGE DETAIL

PROJECT DESCRIPTION:

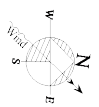
WOODEN BRIDGE ACROSS 4' DITCH

DIMENSIONS: 20" 0" L X 6"

ADDRESS: INDIANA US/

SHEET TITLE:

LAYOUT PLAN AND DETAILS



DESIGNED BY: HMZ

DRAWN BY: 11142

CKD BY: H1M2

REV. NO: 00

SCALE: 3/4" = 1'-0"

DATE: 20-07-2020

SHEET NUMBER:

ST-01