AREA PLAN COMMISSION OFFICIAL FORM

02 16382

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

JUN 24 1993

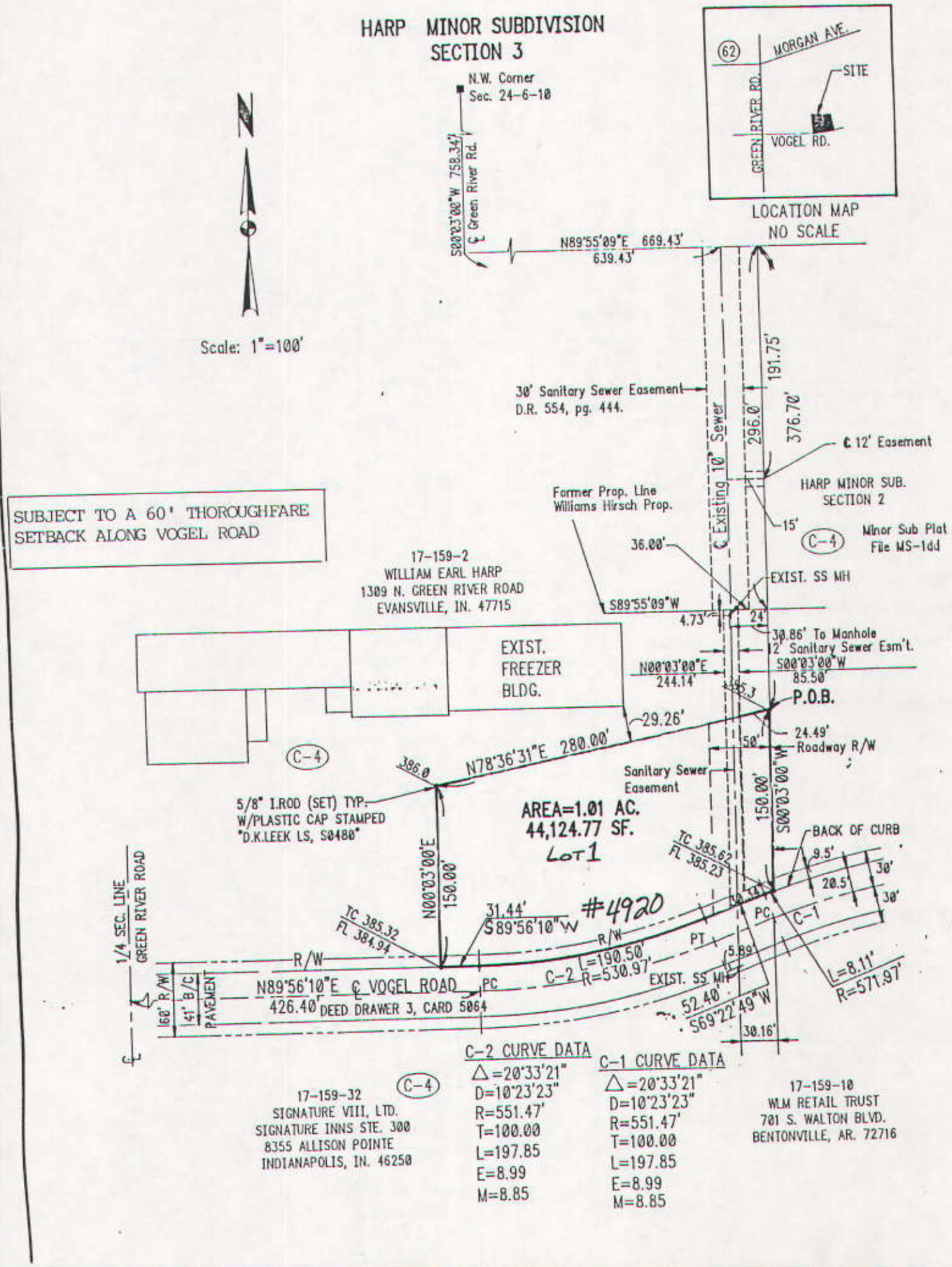
Sam Humphrey
AUDITOR
3392

RECEIVED FOR RECORD
at 3:23 P M.
JUNE 24 1993
Plat Drawer MS
Card 172
BETTY J. HERMANN, RECORDER
VANDERBURGH COUNTY

MS-172

DO NOT WRITE IN SPACE ABOVE THIS LINE

HARP MINOR SUBDIVISION
SECTION 3



C-2 CURVE DATA
△=20°33'21"
D=10°23'23"
R=551.47'
T=100.00
L=197.85
E=8.99
M=8.85

C-1 CURVE DATA
△=20°33'21"
D=10°23'23"
R=551.47'
T=100.00
L=197.85
E=8.99
M=8.85

SURVEYORS CERTIFICATE

I, Danny K. Leek, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND FURTHER CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME, AND THAT ALL MONUMENTS SHOWN, EXIST AT LOCATIONS AS NOTED.

DATE May 21, 1992

Danny K. Leek, L.S.
Indiana Registration No. S0480

DANNY K. LEEK REGISTERED No. S0480 STATE OF INDIANA LAND SURVEYOR

OWNERS CERTIFICATE

Old National Bank in Evansville, THE UNDERSIGNED OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY LAY-OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE AS SHOWN, AND DESIGNATE IT AS Harp Minor Subdivision Section 3

Old National Bank in Evansville
420 Main Street
Evansville, IN 47708
By Stephen N. Deputy, Vice President

Strips of ground, of the width shown on this plat and marked "Public Utility Easement", are hereby dedicated to public utilities for the installation, maintenance, operation, enlargement and repair of utility facilities, whether above ground or below ground, with the right to trim or remove, at the discretion of the public utility, trees, overhanging branches, bushes, underbrush and obstructions. No structures other than such utility facilities shall be located within said strips of land and any fence located within said strips of land is subject to removal by a public utility, without liability, in the use of said easements by said utility.

Strips of ground marked "Drainage Easement" are dedicated for surface water and/or subsurface water drainage; provided, however, that public utilities are hereby permitted to cross such Drainage Easements with public utility facilities; and provided that such facilities are not placed in such manner as to impede the flow of water and further provided that such drainage easements may be used for ingress and egress and temporary staging areas for work by public utilities.

NOTARY CERTIFICATE

STATE OF INDIANA)
) ss:
COUNTY OF VANDERBURGH)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR Vanderburgh COUNTY, STATE OF INDIANA PERSONALLY APPEARED THE ABOVE SIGNED OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON AND ACKNOWLEDGED THE EXECUTION OF THE PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 18th DAY OF June 1993.

MY COMMISSION EXPIRES: 4-3-94

RESIDENT OF Vanderburgh COUNTY

Jane K. Welman
NOTARY PUBLIC

Jane K. Welman
PRINTED

NOTARY PUBLIC STATE OF INDIANA JANE K. WELMAN

A.P.C. CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY THE ACTS OF 1981, PUBLIC LAW NO. 309, AND ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, THIS PLAT HAS BEEN GIVEN SECONDARY APPROVAL BY THE AREA PLAN COMMISSION OF EVANSVILLE AND VANDERBURGH CO. ON 6-24, 1993.

PRESIDENT

EXECUTIVE DIRECTOR Barbara L. Cunningham

PLAT RELEASE 6-24-93

EXECUTIVE DIRECTOR Barbara L. Cunningham

AREA PLAN COMMISSION OF EVANSVILLE AND VANDERBURGH COUNTY OFFICIAL SEAL

PLAN COMMISSION OFFICIAL COPY

HARP MINOR SUBDIVISION SECTION 3

BOUNDARY DESCRIPTION

Part of the Northwest Quarter of Section 24, Township 6 South, Range 10 West in Vanderburgh County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said quarter section; thence south 00 degrees 03 minutes 00 seconds west for 758.34 feet; thence north 89 degrees 55 minutes 09 seconds east for 669.43 feet; thence south 00 degrees 03 minutes 00 seconds west 376.70 feet to the true point of beginning; thence continue south 00 degrees 03 minutes 00 seconds west 150.00 feet to a point on the back of curb of Vogel Road, said point being 20.5 feet northwesterly, measured perpendicular from the centerline of Vogel Road, said point also being on a curve to the left, concave to the southeast having a central angle of 00 degrees 48 minutes 45 seconds and a radius of 571.97 feet from which the chord bears south 69 degrees 47 minutes 56 seconds west 8.11 feet; thence along the arc of said curve 8.11 feet to the point of tangency; thence south 69 degrees 22 minutes 49 seconds west 52.40 feet to the point of curvature of a curve to the right, concave to the northwest having a central angle of 20 degrees 33 minutes 21 seconds and a radius of 530.97 feet from which the chord bears south 79 degrees 39 minutes 30 seconds west 189.48 feet; thence along the arc of said curve 190.50 feet to the point of tangency; thence continue along said back of curb line south 89 degrees 56 minutes 10 seconds west 31.44 feet; thence north 00 degrees 03 minutes 00 seconds east 150.00 feet; thence north 78 degrees 36 minutes 31 seconds east 280.00 feet to the point of beginning, containing 1.01 acres (44,124.77 square feet).

GENERAL NOTES

Flood Plain Data: Per F.I.R.M. Vanderburgh County, Indiana, Panel No. 180256 0050 B, dated March 19, 1992, no part of the proposed site is within the designated Special Flood Hazard Zone "A".

Utilities: Water and sanitary sewer are available to the site.

Zoning: The subject property and all abutting property is currently zoned C-4.

Temporary Erosion Control:

- Slopes of 0%-6% shall be mulched and seeded with a cover crop, i.e., rye, red top, or wheat, within 45 days of disturbance of soil and must remain in place until final grading and shaping.
- Slopes of more than 6% shall mulched and seeded and shall have straw bales and/or erosion blankets in place within 5 days of disturbance of soil and must remain in place until final grading and shaping.

MISC. DRAWL. 3 CARD 5387

RECEIVED FOR RECORD
MAR 1 12 05 PM '91
BOB STEELE
RECORDER OF
VANDERBURGH COUNTY

91-04074

AGREEMENT TO IMPROVE TRAFFIC FLOW

THIS AGREEMENT TO IMPROVE TRAFFIC FLOW is made and entered into this 30 day of January, 1991 by and between EARL HARP, hereinafter referred to as "Owner", and the City of Evansville, hereinafter referred to as "City", relating to a certain parcel of commercially zoned real estate consisting of approximately 24 acres located at the northeast corner of Greenriver Road and Vogel Road in Evansville, Indiana, as more fully described in Exhibit A attached hereto (which parcel of real estate is hereinafter referred to as the "Real Estate").

W I T N E S S E T H:

WHEREAS, the Owner and the City desire to enter into an Agreement to Improve Traffic Flow concerning certain roadway and intersection improvements directly and indirectly affecting the Real Estate and the flow of traffic along Greenriver Road and certain other present and future roadways upon the Real Estate in the general area of the Real Estate;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, the parties agree as follows:

1. PREAMBLE: The recitals set forth in the preamble hereof are incorporated herein by this reference.

2. OWNER'S UNDERTAKING: The Owner of the Real Estate agrees to install a deceleration lane along the east side of Greenriver Road beginning at a point at the north edge of a curb cut currently permitting access to a parcel commonly known as Big Sur Waterbeds, 1355 North Greenriver Road, Evansville, Indiana, and extending north a distance of approximately 188 feet to the northwest corner of the Real Estate (to be used for the benefit of the reconfigured Tennessee Street Intersection as hereinafter referred to at Section 3.A.). All usual and ordinary costs of engineering and the costs of paving the deceleration lane shall be the sole obligation of the owner of that portion of the Real Estate upon which the deceleration lane is to be located (currently the Owner) and such obligation shall constitute a covenant running with the land encumbering that portion of the Real Estate lying within 150 feet east of the center line of Greenriver Road which is immediately adjacent to each north/south lineal foot of the proposed deceleration lane. Such deceleration lane shall be constructed if and when the intersection of Tennessee Street and Greenriver Road is reconfigured, as provided in Section 3.A. hereof. In the event the Owner is no longer the owner of fee simple title to all of that portion of the Real

Estate encumbered with the foregoing covenant running with the land the successor owner thereof shall be bound by the obligation to construct the deceleration lane (or so much thereof as shall be required to be constructed upon that portion of the Real Estate then owned by such successor owner).

3. CITY'S UNDERTAKING: The City agrees that at such time as all or any portion of a certain parcel of land located within 300 feet north of and adjacent to the Real Estate and lying within 650 feet east of the center line of Greenriver Road (which parcel is hereinafter referred to as the "Colonial Bakery Site") is redeveloped for a more intensive use than currently exists thereon the City of Evansville will request that the owner or developer of the Colonial Bakery Site (the "Colonial Site Developer") enter into certain agreements and make certain improvements as hereinafter set forth:

A. The Colonial Site Developer will be requested to reconfigure the signal controlled intersection of Tennessee Street with Greenriver Road (hereinafter referred to as the "Tennessee Street Intersection") in such a manner as to allow safe access to and from the Colonial Bakery Site and to and from a frontage road constructed (or partially constructed and currently proposed to be completed) by the Owner at the request of the City along the entire length of the Real Estate in front of currently existing improvements thereon parallel to North Greenriver Road.

B. The Colonial Site Developer will be requested to extend and improve (as an industrial grade road to a paved width of not less than 24 feet) "Tennessee Street" along the south property line of the Colonial Bakery Site from Greenriver Road to a point at least as far east as an existing 30 foot wide north/south sanitary sewer easement currently located upon the Real Estate (approximately 650 feet east of the center line of Greenriver Road). Such roadway, if constructed, shall comply with all ordinary specifications of the City for public roadways. The City contemplates that upon completion of construction of such improved roadway the roadway shall be dedicated to the City as a dedicated extension of "Tennessee Street". Access to and the right to ingress and egress upon improved "Tennessee Street" would be permitted from the Real Estate along the length of such roadway in a manner which shall not conflict with reasonably applied traffic engineering standards. Particularly, but without limitation, road cuts would be permitted on the south side of the improved "Tennessee Street" at the point of the "frontage road" located (or to be located) upon the Real Estate, as referred to in Section 3.A. hereof, and at a point located at approximately the location of the north/south sanitary sewer easement across the Real Estate, as referred to in this Section 3.B.

C. Neither the Colonial Site Developer nor the City shall be required to reimburse Owner for any portion of the ordinary engineering costs or paving expenses incurred by Owner (or Owner's successor in interest) in connection with construction of the deceleration lane referred to in Section 2 hereof notwithstanding the fact that the Colonial Bakery Site and the City shall directly benefit therefrom. Similarly, the Owner shall not be required to participate in the reimbursement of any costs associated with reconfiguration of the Tennessee Street Intersection nor associated with the extension, improvement and/or dedication of "Tennessee Street".

D. Except for the installation of the deceleration lane upon the Real Estate, as provided in Section 2 of this Agreement to Improve Traffic Flow, City shall not require the installation of any additional "deceleration lanes" nor the installation or removal of any traffic lanes, frontage roads, traffic controls or curb cuts along any portion of the Real Estate lying adjacent to or within 650 feet east of the center line of Greenriver Road in connection with any future developments upon the Real Estate or otherwise; it being the intention of the City and the Owner that this Agreement to Improve Traffic Flow shall establish their respective rights and obligations in connection with the matters covered hereby.

E. In the event that the Colonial Site Developer refuses any request of the City under this Section 3, the City shall be under no obligation of any kind whatsoever to demand compliance with such request by the Colonial Site Developer.

4. DURATION; BINDING EFFECT: This Agreement to Improve Traffic Flow is intended to constitute a covenant running with the land binding upon the City and the current and all successive owners of that portion of the Real Estate encumbered hereby for a period of twenty-five (25) years from and after the date hereof. Upon a transfer of ownership of any portion of the Real Estate encumbered hereby the grantee shall be deemed to have assumed the obligations arising under this Agreement to Improve Traffic Flow and the grantor shall be deemed to be released from personal liability.

5. COUNTERPARTS: This Agreement to Improve Traffic Flow may be executed in multiple counterparts, each one of which shall be deemed an original but all of which, taken collectively shall be deemed a single instrument; provided, that this Agreement to Improve Traffic Flow shall not be enforceable against any party hereto unless all parties hereto have executed at least one (1) counterpart.

6. HEADINGS: The headings set forth herein are for convenience of reference only and shall not be deemed to impair, enlarge or otherwise affect the substantive meaning of any provision to which such heading may relate.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Improve Traffic Flow as their respective free, voluntary and duly authorized acts for the purposes set forth herein effective on the day and year first above written.

OWNER:

Earl Harp

EARL HARP

CITY:

CITY OF EVANSVILLE

BY: [signature]

ATTEST:

Betty Lou Jarboe

City Clerk

APPROVED AS TO FORM:

CITY DEPARTMENT OF ENGINEERING

BY: N/A - NO LONGER CITY ENGINEER

Tom Williams, City Engineer

APPROVED AS TO FORM:

Kevin Winternheimer

Kevin Winternheimer, City Attorney

THIS INSTRUMENT PREPARED BY:

R. KYMN HARP
REGAS, FREZADOS & HARP
111 W. Washington St.
Suite 1525
Chicago, IL 60602
(312) 236-4400

STATE OF INDIANA)
)SS
COUNTY OF VANDERBURGH)

I, Edna Dupont, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that Earl Harp, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of January, 1991.

Edna Dupont
NOTARY PUBLIC
Edna Dupont
(Printed Name)

Residence of Notary Public:

Vanderburgh County, Indiana.

MY COMMISSION EXPIRES: 11/21/94

STATE OF INDIANA)
) SS
COUNTY OF VANDERBURGH)

I, Sharon A Evans, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that James J Helfrich, as Pres BPW and Betty Lou Jarboe, as City Clerk, of the City of Evansville, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument for and on behalf of said City of Evansville, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 30th day of January, 1991.

Sharon A. Evans
NOTARY PUBLIC
Sharon A. Evans
(Printed Name)

Residence of Notary Public:

Vanderburgh County, Indiana.

MY COMMISSION EXPIRES: May 20, 1994

Part of the Northwest Quarter of Section 24, Township 6 South, Range 10 West in Vanderburgh County, Indiana, more particularly described as follows:

Commencing at the northwest corner of Section 24, Township 6 South, Range 10 West; thence south 00 degrees 03 minutes 00 seconds west along the west line of said quarter section a distance of 758.34 feet; thence north 89 degrees 55 minutes 09 seconds east a distance of 45.00 feet to a point on the east right-of-way line of Green River Road, said point being the true point of beginning; thence continuing north 89 degrees 55 minutes 09 seconds east a distance of 2673.04 feet to a point on the east line of said quarter section; thence south 01 degree 25 minutes 11 seconds west along said east line a distance of 296.10 feet; thence south 89 degrees 55 minutes 09 seconds west a distance of 1355.48 feet to a point on the east line of the Northwest Quarter of the Northwest Quarter of said Section 24; thence south 00 degrees 41 minutes 47 seconds west along said east line a distance of 187.79 feet to a point on the north right-of-way line of Vogel Road; thence south 89 degrees 56 minutes 10 seconds west along said right-of-way line a distance of 490.80 feet to the point of curvature of a curve concave to the south having a radius of 581.47 feet and from which a chord bears south 79 degrees 39 minutes 29 seconds west a distance of 207.50 feet; thence southwesterly along said curve and said right-of-way line a distance of 208.61 feet; thence south 69 degrees 22 minutes 49 seconds west along said right-of-way line a distance of 52.40 feet to the point of curvature of a curve concave to the north having a radius of 521.47 feet and from which a chord bears south 79 degrees 39 minutes 29 seconds west a distance of 186.08 feet; thence southwesterly along said curve and said right-of-way line a distance of 187.09 feet; thence south 89 degrees 56 minutes 10 seconds west along said right-of-way line a distance of 381.40 feet to the east right-of-way line of Green River Road; thence north 00 degrees 04 minutes 00 seconds west, parallel with the west line of the Southwest Quarter of the Northwest Quarter of said Section 24, a distance of 2.18 feet to a point on the south line of the Northwest Quarter of the Northwest Quarter of said Section 24; thence north 00 degrees 03 minutes 00 seconds east, parallel with the west line of said quarter quarter section and along said right-of-way line, a distance of 273.83 feet; thence north 89 degrees 55 minutes 09 seconds east a distance of 397.00 feet; thence north 00 degrees 03 minutes 00 seconds east a distance of 108.50 feet; thence south 89 degrees 55 minutes 09 seconds west a distance of 397.00 feet to the east right-of-way line of Green River Road; thence north 00 degrees 03 minutes 00 seconds east along said right-of-way line and parallel with said west line a distance of 187.50 feet to the point of beginning, containing 24.00 acres.

EXHIBIT A