

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	July 16, 2014	Requested Meeting Date:	July 21, 2014
		Confirmed Meeting Date:	July 21, 2014
Received by:			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:		Mann Properties & Arbor Homes	
Name:	Tim Stevens	Telephone:	317-849-0452
Title or Position:	Director of Acquisition & Development		
E-Mail:	tstevens@mann-properties.com		
Address:	6925 E. 96 th Street, Suite 200		
City:	Indianapolis	State:	IN
		ZIP:	46250
Who will attend the meeting and present the request?			
Name:	Joanna Myers	Telephone:	317-736-3631
Title or Position:	Senior Planner		
E-Mail:	jmyers@franklin.in.gov		
Please describe the purpose or title of your presentation.			
Approval and execution of platover easements related to Heritage, Section 5 (PC 2014-08).			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Utility Easement and Right-of-Way			
2. Roadway Easement and Right-of-Way			
3. Drainage Easement and Right-of-Way (east)			
4. Drainage Easement and Right-of-Way (west)			

UTILITY EASEMENT AND RIGHT-OF-WAY

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

In exchange for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and legal sufficiency of which the undersigned Heritage Bricklayers Development ("Grantor"), acknowledges, the Grantor grants, bargains, sells, transfers and conveys to the City of Franklin, Indiana ("Grantee"), its successors and assigns, an exclusive easement and right-of-way described as follows:

A perpetual permanent easement as shown on Exhibit "A"

Cross-referencing Instrument No. 2005-026485

Deed Book _____ Page _____ Recorded on 9/21/2005

With the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove Utility Improvements across and through the Grantor's land and use said land as a right-of-way.

This easement is being given in consideration of Grantor's construction plans and constitutes good and valuable consideration for this grant and constitutes full payment for any reasonable damage to Grantor's land, its successors and assigns. The Grantor covenants that it and its successors and assigns shall install and maintain, at their sole cost and expense, the easement, right-of-way, and any and all improvements therein, in good repair upon installation and after all improvements are complete.

Grantee shall have the right to inspect the improvements and in the event Grantor fails to maintain the easement and right-of-way in good operation and repair, Grantee may come upon the property described herein and make said repairs or maintain said property and Grantee's costs, including reasonable expenses in enforcing said agreement, shall become a lien against the property to be paid by Grantor.

In acquiring this easement and right-of-way, the Grantor, his successors and assigns, reserve the right to use and fully enjoy the easement and right-of-way for all purposes consistent with the necessary and convenient use of the easement and right-of-way by the Grantee, its successors and assigns. Specifically, the Grantor reserves the right to cross small sections of the easement and right-of-way with driveways, sewers, utilities, drains, and the like, provided that the Grantee's facilities, operations, and/or maintenance of the easement and right-of-way are not disturbed. The Grantor will permit no structure to be erected or permitted on the easement and right-of-way, unless the Grantee consents in writing to such structure.

Grantor, its successors and assigns, and Grantee, its successors and assigns, agree that if, after execution of this Easement, a secondary plat is recorded (the "Plat") which contains any real estate included within the area of this Easement and for which such Plat provides the same area or a reasonable alternative area for the utility

easement, then the easement granted by this Easement shall become null and void as to the area for which the recorded Plat includes such provisions. Any part of the area of this Easement not included in the Plat for which the Plat does not contain utility easement provisions shall remain burdened by this Easement.

The grant of this easement and right-of-way, with its provisions, is a covenant running with the land for the Grantee's, its successors and assigns benefit.

The Grantor certifies that he/she/it is the owner of the real property described in this easement and right-of-way, and is fully authorized to grant this easement and right-of-way.

By: [Signature] Executed this 15th day of July, 2014.

Printed: J. Brian Mann

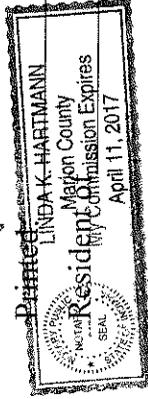
Title: Manager, Heritage Brookhaver Development LLC

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 15 DAY OF July, 2014.

[Signature]
Notary Public



My Commission Expires: _____

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2014.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Mayor Joseph E. McGuinness

Steve Barnett

Robert Swinehamer

Attest:

Janet P. Alexander, Clerk Treasurer

Voting Opposed:

Mayor Joseph E. McGuinness

Steve Barnett

Robert Swinehamer

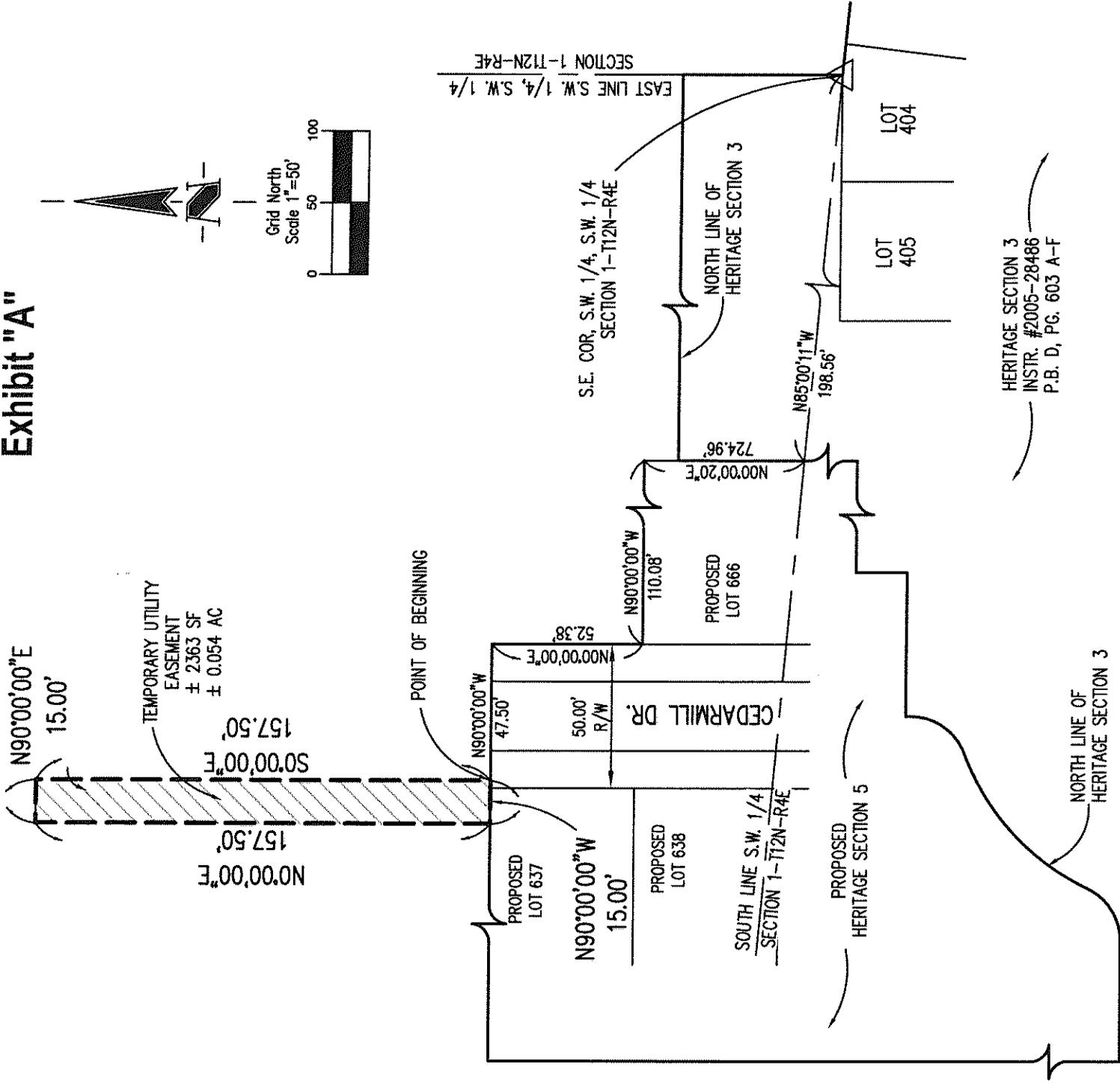
Prepared by: Lynnette Gray
Attorney No.: 11567-41



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
Architecture
GIS LIS
Geology

Exhibit "A"



Land Description

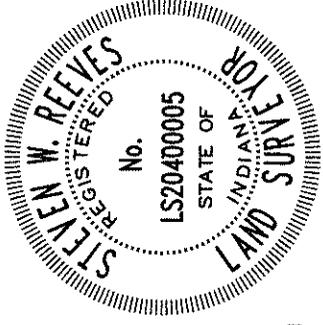
Part of the the Southwest Quarter of the Southwest Quarter of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian, in Johnson County, Indiana, being more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 1; thence North 85 degrees 00 minutes 11 seconds West (basis of bearing = Heritage Section 3, as per plat thereof recorded as Instrument #2005-28486 in the Office of the Recorder of Johnson County, Indiana) along the South line of said Southwest Quarter a distance of 198.56 feet to a westerly line of said Section 3 plat; thence North 00 degrees 00 minutes 20 seconds East along said west line and the northerly prolongation thereof a distance of 724.96 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 52.38 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 110.08 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 15.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 157.50 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 15.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 157.50 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 15.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 47.50 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 157.50 feet to the POINT OF BEGINNING; thence continuing North 90 degrees 00 minutes 00 seconds West a distance of 47.50 feet to the POINT OF BEGINNING; thence continuing North 90 degrees 00 minutes 00 seconds West a distance of 15.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 15.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 15.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 157.50 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 15.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 157.50 feet to the point of Beginning. Containing 0.05 acres, more or less.

This instrument prepared under the supervision of:

Steven W. Reeves

Steven W. Reeves
Indiana Land Surveyor No. 20400005
May 16, 2014



Job No. 4569.105
File No. T:\4\4569\105\dwgs\Easements\Temp2\4569105Temp2.dwg
Date 05/15/2014 MC

ROADWAY EASEMENT AND RIGHT-OF-WAY

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

In exchange for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and legal sufficiency of which the undersigned ~~Heritage Bridge Haven~~ Bridge Haven Development LLC ("Grantor"), acknowledges, the Grantor grants, bargains, sells, transfers and conveys to the City of Franklin, Indiana ("Grantee"), its successors and assigns, an exclusive easement and right-of-way described as follows:

A perpetual permanent easement as shown on Exhibit "A"

Cross-referencing Instrument No. 2005-026485
Deed Book _____ Page _____ Recorded on 9/21/2005

With the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove Roadway Improvements across and through the Grantor's land and use said land as a right-of-way.

This easement is being given in consideration of Grantor's construction plans and constitutes good and valuable consideration for this grant and constitutes full payment for any reasonable damage to Grantor's land, its successors and assigns. The Grantor covenants that it and its successors and assigns shall install and maintain, at their sole cost and expense, the easement, right-of-way, and any and all improvements therein, in good repair upon installation and after all improvements are complete.

Grantor shall have the right to inspect the improvements and in the event Grantor fails to maintain the easement and right-of-way in good operation and repair, Grantee may come upon the property described herein and make said repairs or maintain said property and Grantee's costs, including reasonable expenses in enforcing said agreement, shall become a lien against the property to be paid by Grantor.

In acquiring this easement and right-of-way, the Grantor, his successors and assigns, reserve the right to use and fully enjoy the easement and right-of-way for all purposes consistent with the necessary and convenient use of the easement and right-of-way by the Grantee, its successors and assigns. Specifically, the Grantor reserves the right to cross small sections of the easement and right-of-way with driveways, sewers, utilities, drains, and the like, provided that the Grantee's facilities, operations, and/or maintenance of the easement and right-of-way are not disturbed. The Grantor will permit no structure to be erected or permitted on the easement and right-of-way, unless the Grantee consents in writing to such structure.

Grantor, its successors and assigns, and Grantee, its successors and assigns, agree that if, after execution of this Easement, a secondary plat is recorded (the "Plat") which contains any real estate included within the area of this Easement and for which such Plat provides the same area or a reasonable alternative area for the

roadway easement, then the easement granted by this Easement shall become null and void as to the area for which the recorded Plat includes such provisions. Any part of the area of this Easement not included in the Plat for which the Plat does not contain roadway easement provisions shall remain burdened by this Easement.

The grant of this easement and right-of-way, with its provisions, is a covenant running with the land for the Grantee's, its successors and assigns benefit.

The Grantor certifies that he/she/it is the owner of the real property described in this easement and right-of-way, and is fully authorized to grant this easement and right-of-way.

By: [Signature] Executed this 15th day of July, 2014.

Printed: J. Brian Mann

Title: Manager, Heritage Brookhaven Development LLC

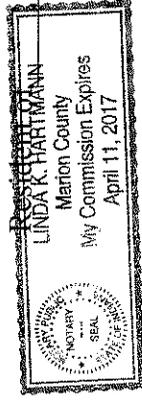
STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 15th DAY OF July, 2014.
[Signature]

Notary Public

Printed: _____ County



My Commission Expires: _____

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2014.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Mayor Joseph E. McGuinness

Steve Barnett

Robert Swinehamer

Attest:

Janet P. Alexander, Clerk Treasurer

Voting Opposed:

Mayor Joseph E. McGuinness

Steve Barnett

Robert Swinehamer

Prepared by:

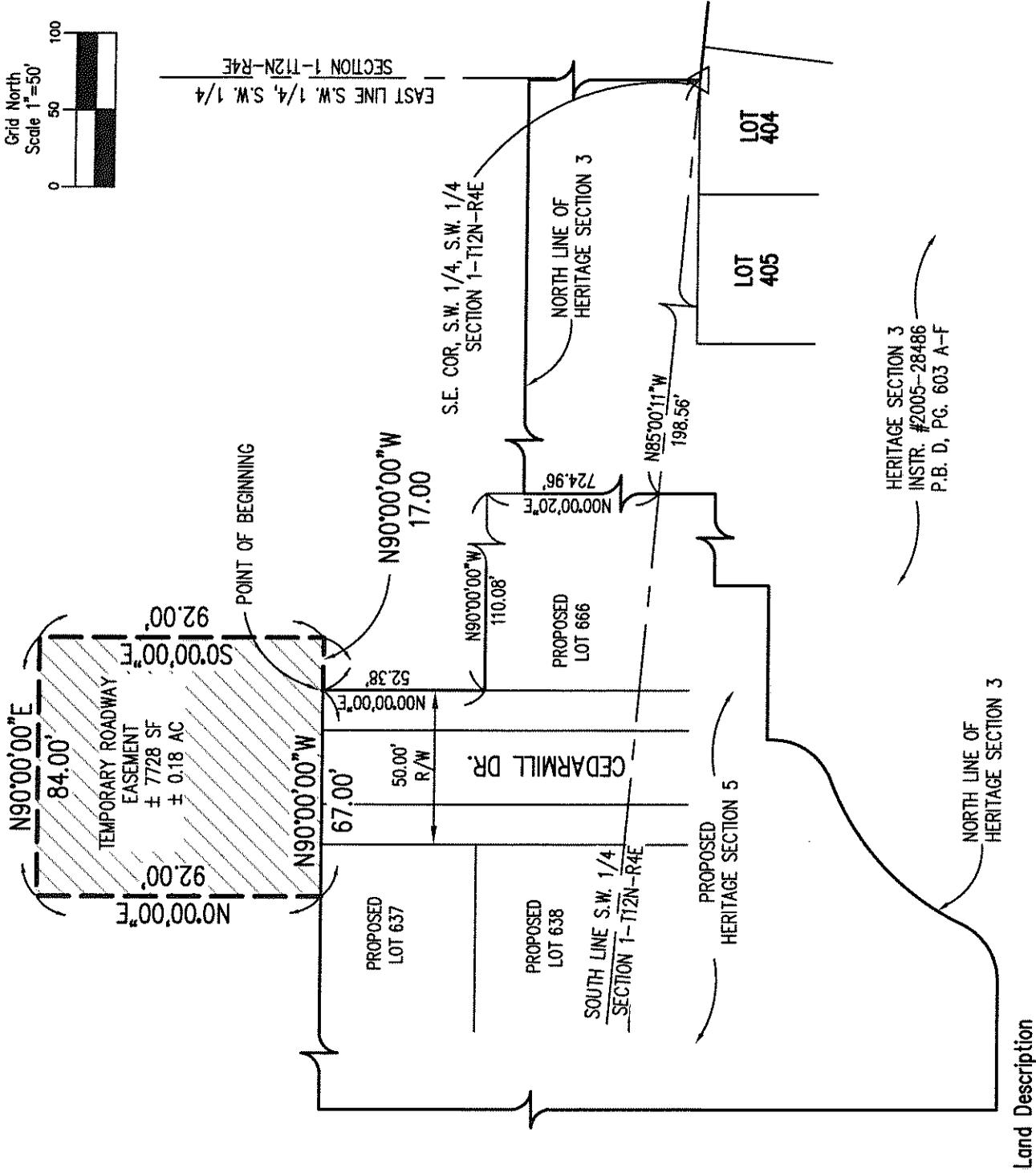
Lynnette Gray
Attorney No.: 11567-41



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8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
Architecture
GIS/LIS
Geology

Exhibit "A"



Land Description

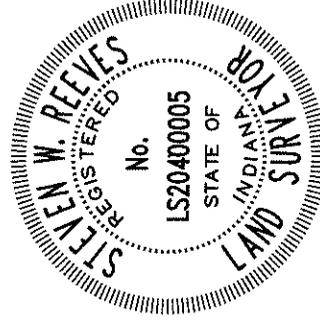
Part of the the Southwest Quarter of the Southwest Quarter of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian, in Johnson County, Indiana, being more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 1; thence North 85 degrees 00 minutes 11 seconds West (basis of bearing = Heritage Section 3, as per plat thereof recorded as Instrument #2005-28486 in the Office of the Recorder of Johnson County, Indiana) along the South line of said Southwest Quarter a distance of 198.56 feet to a westerly line of said Section 3 plat; thence North 00 degrees 00 minutes 20 seconds East along said west line and the northerly prolongation thereof a distance of 724.96 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 110.08 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 52.38 feet to the POINT OF BEGINNING; thence North 90 degrees 00 minutes 00 seconds West a distance of 67.00 feet; thence North 00 degrees 00 seconds East a distance of 92.00 feet; thence North 90 degrees 00 seconds East a distance of 92.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 17.00 feet to the Point of Beginning. Containing 0.18 acres, more or less.

This instrument prepared under the supervision of:

Steven W. Reeves

Steven W. Reeves
Indiana Land Surveyor No. 20400005
May 16, 2014



DRAINAGE EASEMENT AND RIGHT-OF-WAY

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

In exchange for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and legal sufficiency of which the undersigned Heritage Bricklayer Development LLC ("Grantor"), acknowledges, the Grantor grants, bargains, sells, transfers and conveys to the City of Franklin, Indiana ("Grantee"), its successors and assigns, an exclusive easement and right-of-way described as follows:

A perpetual permanent easement as shown on Exhibit "A"

Cross-referencing Instrument No. 2005-026485

Deed Book _____ Page _____ Recorded on 9/21/2005

With the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove Drainage Improvements across and through the Grantor's land and use said land as a right-of-way.

This easement is being given in consideration of Grantor's construction plans and constitutes good and valuable consideration for this grant and constitutes full payment for any reasonable damage to Grantor's land, its successors and assigns. The Grantor covenants that it and its successors and assigns shall install and maintain, at their sole cost and expense, the easement, right-of-way, and any and all improvements therein, in good repair upon installation and after all improvements are complete.

Grantee shall have the right to inspect the improvements and in the event Grantor fails to maintain the easement and right-of-way in good operation and repair, Grantee may come upon the property described herein and make said repairs or maintain said property and Grantee's costs, including reasonable expenses in enforcing said agreement, shall become a lien against the property to be paid by Grantor.

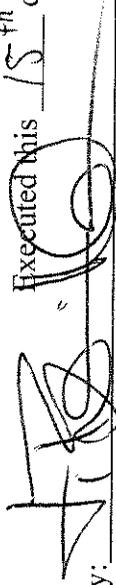
In acquiring this easement and right-of-way, the Grantor, his successors and assigns, reserve the right to use and fully enjoy the easement and right-of-way for all purposes consistent with the necessary and convenient use of the easement and right-of-way by the Grantee, its successors and assigns. Specifically, the Grantor reserves the right to cross small sections of the easement and right-of-way with driveways, sewers, utilities, drains, and the like, provided that the Grantee's facilities, operations, and/or maintenance of the easement and right-of-way are not disturbed. The Grantor will permit no structure to be erected or permitted on the easement and right-of-way, unless the Grantee consents in writing to such structure.

Grantor, its successors and assigns, and Grantee, its successors and assigns, agree that if, after execution of this Easement, a secondary plat is recorded (the "Plat") which contains any real estate included within the area of this Easement and for which such Plat provides the same area or a reasonable alternative area for the

drainage easement, then the easement granted by this Easement shall become null and void as to the area for which the recorded Plat includes such provisions. Any part of the area of this Easement not included in the Plat for which the Plat does not contain drainage easement provisions shall remain burdened by this Easement.

The grant of this easement and right-of-way, with its provisions, is a covenant running with the land for the Grantee's, its successors and assigns benefit.

The Grantor certifies that he/she/it is the owner of the real property described in this easement and right-of-way, and is fully authorized to grant this easement and right-of-way.

By:  Executed this 15th day of July, 2014.

Printed: J. Brian Mann

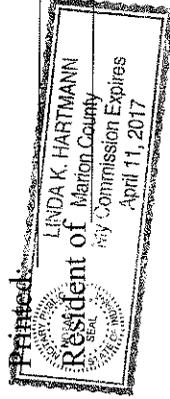
Title: Manager, Heritage Brookhaven Development LLC

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 15th DAY OF July, 2014.

Notary Public



County

My Commission Expires: _____

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2014.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Mayor Joseph E. McGuinness

Steve Barnett

Robert Swinehamer

Attest:

Janet P. Alexander, Clerk Treasurer

Voting Opposed:

Mayor Joseph E. McGuinness

Steve Barnett

Robert Swinehamer

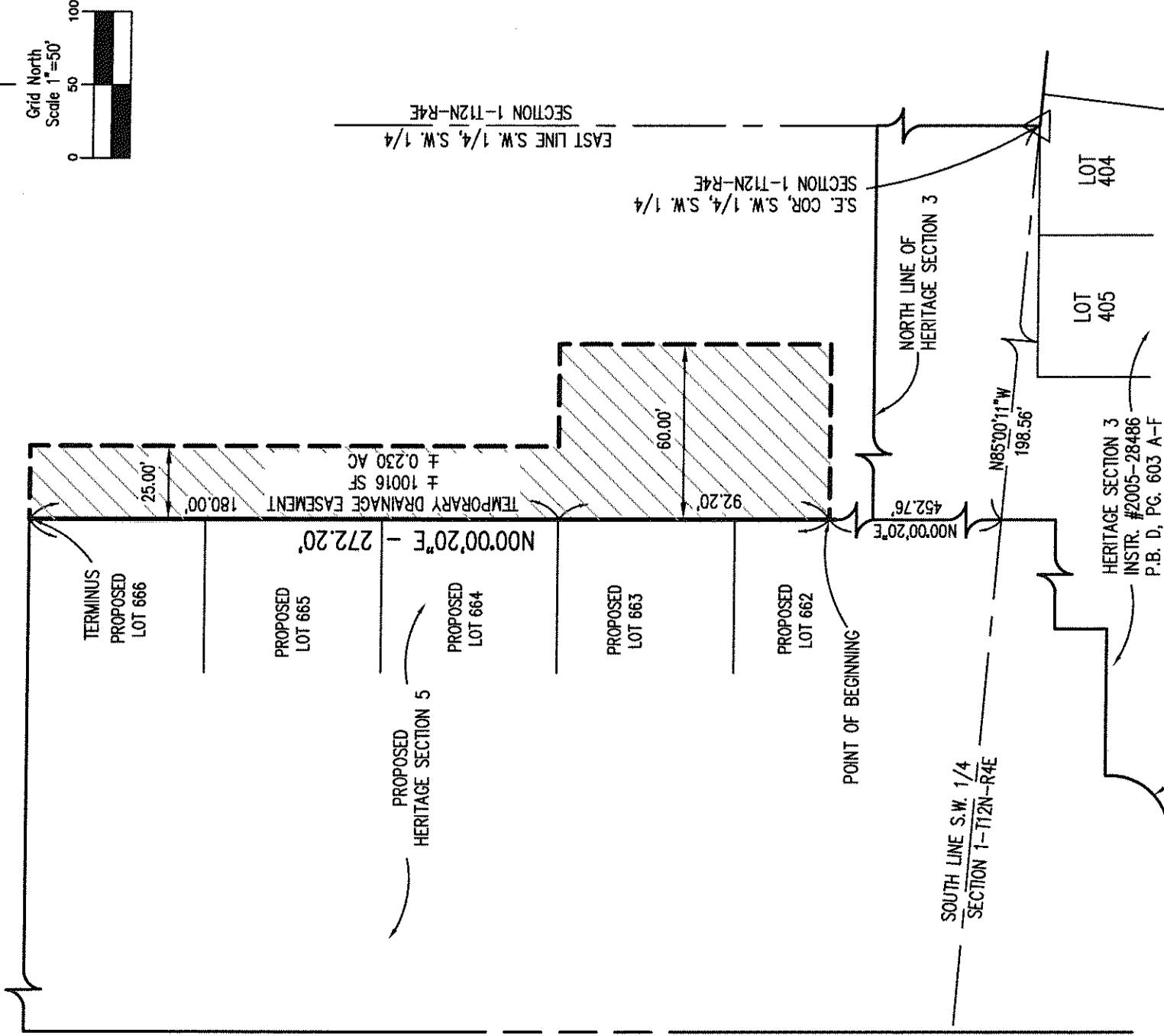
Prepared by: Lynnette Gray
Attorney No.: 11567-41



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
Architecture
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Geology

Exhibit "A"



Land Description

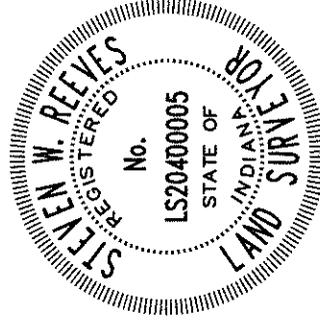
Part of the the Southwest Quarter of the Southwest Quarter of Section 1, Township 12 North, Range 4 East of the Second Principal Meridian, in Johnson County, Indiana, being a strip of land of variable width, being 60 feet wide for the first 92.20 feet and 25 feet wide for the remaining 180 feet, lying east of, perpendicular to, and adjoining the following described line:

Commencing at the southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 1; thence North 85 degrees 00 minutes 11 seconds West (basis of bearing = Heritage Section 3, as per plat thereof recorded as Instrument #2005-28486 in the Office of the Recorder of Johnson County, Indiana) along the South line of said Southwest Quarter a distance of 198.56 feet to a westerly line of said Section 3 plat; thence North 00 degrees 00 minutes 20 seconds East along said west line a distance of 452.76 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 20 seconds West a distance of 272.20 feet to the terminus. Containing 0.23 acres, more or less.

This instrument prepared under the supervision of:

Steven W. Reeves

Steven W. Reeves
Indiana Land Surveyor No. 20400005
May 16, 2014



DRAINAGE EASEMENT AND RIGHT-OF-WAY

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

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Cross-referencing Instrument No. 2005-026485

Deed Book _____ Page _____ Recorded on 9/21/2005

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This easement is being given in consideration of Grantor's construction plans and constitutes good and valuable consideration for this grant and constitutes full payment for any reasonable damage to Grantor's land, its successors and assigns. The Grantor covenants that it and its successors and assigns shall install and maintain, at their sole cost and expense, the easement, right-of-way, and any and all improvements therein, in good repair upon installation and after all improvements are complete.

Grantee shall have the right to inspect the improvements and in the event Grantor fails to maintain the easement and right-of-way in good operation and repair, Grantee may come upon the property described herein and make said repairs or maintain said property and Grantee's costs, including reasonable expenses in enforcing said agreement, shall become a lien against the property to be paid by Grantor.

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drainage easement, then the easement granted by this Easement shall become null and void as to the area for which the recorded Plat includes such provisions. Any part of the area of this Easement not included in the Plat for which the Plat does not contain drainage easement provisions shall remain burdened by this Easement.

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By: [Signature] Executed this 15th day of July, 2014.

Printed: J. Brian Mann

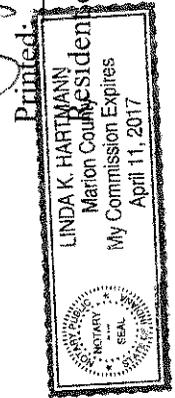
Title: Manager, Heritage Brookhaven Development LLC

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

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WITNESS MY HAND AND NOTARIAL SEAL THIS 15 DAY OF July, 2014.

[Signature]
Notary Public



Printed: _____ of _____ County

My Commission Expires: _____

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2014.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Mayor Joseph E. McGuinness

Steve Barnett

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Attest:

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