

**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:	Sept. 8, 2014	Requested Meeting Date:	Sept. 15, 2014
		Confirmed Meeting Date:	Sept. 15, 2014
Received by:			
<b>Contact Information: Please provide all requested information in the fields below. (Print or Type)</b>			
On Behalf of Organization or Individual:		Homestead Developers, LLC	
Name:	John Grimmer	Telephone:	317-691-3515
Title or Position:			
E-Mail:	johng@angienergy.com		
Address:	1521 W. Demaree Road		
City:	Greenwood	State:	IN
		ZIP:	46143
<b>Who will attend the meeting and present the request?</b>			
Name:	Joanna Myers	Telephone:	317-736-3631
Title or Position:		Senior Planner	
E-Mail:	jmyers@franklin.in.gov		
<b>Please describe the purpose or title of your presentation.</b>			
Approval and execution of platover easement related to Homesteads at Hillview, Sec. 2 (PC 2014-13).			
<b>Supporting documents: All supporting documents should be submitted with the request form.</b>			
1. Drainage Easement and Right-of-Way			
2.			
3.			
4.			

**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 John E. Grimmer Living Trust (“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” & “B”**

Cross-referencing Instrument No. 2013-027095

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



**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:

Voting Opposed:

\_\_\_\_\_  
Mayor Joseph E. McGuinness

\_\_\_\_\_  
Mayor Joseph E. McGuinness

\_\_\_\_\_  
Steve Barnett

\_\_\_\_\_  
Steve Barnett

\_\_\_\_\_  
Robert Swinehamer

\_\_\_\_\_  
Robert Swinehamer

Attest:

\_\_\_\_\_  
Janet P. Alexander, Clerk Treasurer

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

# EXHIBIT "A"

## PLATOVER DRAINAGE EASEMENT

PART OF THE NORTHEAST QUARTER OF SECTION 13, ALL IN TOWNSHIP 12 NORTH, RANGE 4 EAST, JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 07 MINUTES 53 SECONDS EAST (BASIS OF BEARING) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 432.04 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 403.23 FEET; THENCE SOUTH 21 DEGREES 46 MINUTES 25 SECONDS WEST A DISTANCE OF 195.52 FEET TO THE BOUNDARY OF AN EASEMENT RECORDED AS INSTRUMENT NUMBER 2014-014960; THENCE ALONG SAID EASEMENT THE FOLLOWING THREE COURSES: 1) SOUTH 00 DEGREES 06 MINUTES 47 SECONDS EAST A DISTANCE OF 770.15 FEET; 2) NORTH 82 DEGREES 33 MINUTES 58 SECONDS WEST A DISTANCE OF 509.68 FEET; 3) NORTH 68 DEGREES 14 MINUTES 25 SECONDS WEST A DISTANCE OF 266.81 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 22 DEGREES 51 MINUTES 48 SECONDS WEST A DISTANCE OF 277.80 FEET; THENCE NORTH 68 DEGREES 26 MINUTES 35 SECONDS WEST A DISTANCE OF 20.01 FEET; THENCE NORTH 22 DEGREES 51 MINUTES 48 SECONDS EAST A DISTANCE OF 385.49 FEET; THENCE NORTH 68 DEGREES 14 MINUTES 04 SECONDS WEST A DISTANCE OF 128.53 FEET; THENCE SOUTH 21 DEGREES 46 MINUTES 51 SECONDS WEST A DISTANCE OF 11.60 FEET TO THE BOUNDARY OF SAID EASEMENT; THENCE NORTH 78 DEGREES 47 MINUTES 28 SECONDS WEST, ALONG SAID EASEMENT, A DISTANCE OF 57.88 FEET; THENCE 231.48 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 1190.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 18 DEGREES 55 MINUTES 22 SECONDS WEST AND A LENGTH OF 231.12 FEET; THENCE NORTH 21 DEGREES 46 MINUTES 47 SECONDS EAST A DISTANCE OF 48.82 FEET; THENCE NORTH 68 DEGREES 09 MINUTES 59 SECONDS WEST A DISTANCE OF 152.40 FEET; THENCE SOUTH 15 DEGREES 38 MINUTES 41 SECONDS WEST A DISTANCE OF 33.51 FEET TO SAID EASEMENT; THENCE NORTH 74 DEGREES 21 MINUTES 19 SECONDS WEST, ALONG SAID EASEMENT, A DISTANCE OF 20.00 FEET; THENCE NORTH 15 DEGREES 38 MINUTES 41 SECONDS EAST A DISTANCE OF 55.80 FEET; THENCE SOUTH 68 DEGREES 09 MINUTES 59 SECONDS EAST A DISTANCE OF 174.67 FEET; THENCE NORTH 21 DEGREES 46 MINUTES 47 SECONDS EAST A DISTANCE OF 285.11 FEET; THENCE 186.48 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 345.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 38 DEGREES 05 MINUTES 21 SECONDS EAST AND A LENGTH OF 184.22 FEET; THENCE NORTH 53 DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 203.20 FEET; THENCE SOUTH 36 DEGREES 25 MINUTES 33 SECONDS EAST A DISTANCE OF 57.34 FEET; THENCE SOUTH 21 DEGREES 46 MINUTES 25 SECONDS WEST A DISTANCE OF 382.57 FEET; THENCE SOUTH 68 DEGREES 33 MINUTES 34 SECONDS EAST A DISTANCE OF 309.95 FEET; THENCE SOUTH 21 DEGREES 36 MINUTES 26 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 68 DEGREES 33 MINUTES 34 SECONDS WEST A DISTANCE OF 310.01 FEET; THENCE SOUTH 21 DEGREES 46 MINUTES 25 SECONDS WEST A DISTANCE OF 403.67 FEET; THENCE SOUTH 68 DEGREES 14 MINUTES 04 SECONDS EAST A DISTANCE OF 148.91 FEET; THENCE SOUTH 22 DEGREES 51 MINUTES 48 SECONDS WEST A DISTANCE OF 127.62 FEET TO THE PLACE OF BEGINNING.

CONTAINING 3.836 ACRES, MORE OR LESS.

I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION IS BASED ON AN ALTA/ACSM SURVEY PERFORMED BY JEFFREY J. KONDY OF CKW LAND SURVEYING INC. DATED JUNE 7, 2013. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.



A handwritten signature in black ink, appearing to read 'Trent E. Newport', written over a horizontal line.

TRENT E. NEWPORT  
INDIANA LAND SURVEYOR  
NO. LS 29600021

PREPARED BY:



Transportation &  
Development Consultants

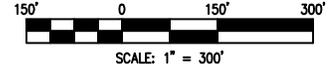
3417 SHERMAN DR. BEECH GROVE, IN 46107 (317) 780-1555

COUNTY: JOHNSON  
 SECTION: 13  
 TOWNSHIP: 12 NORTH  
 RANGE: 4 EAST

# EXHIBIT "B"

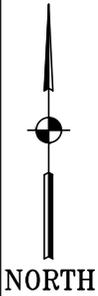
## PLATOVER DRAINAGE EASEMENT

DRAWN BY : CJL 8-18-14  
 CHECKED BY : TEN



HATCHED AREA IS THE APPROXIMATE EASEMENT

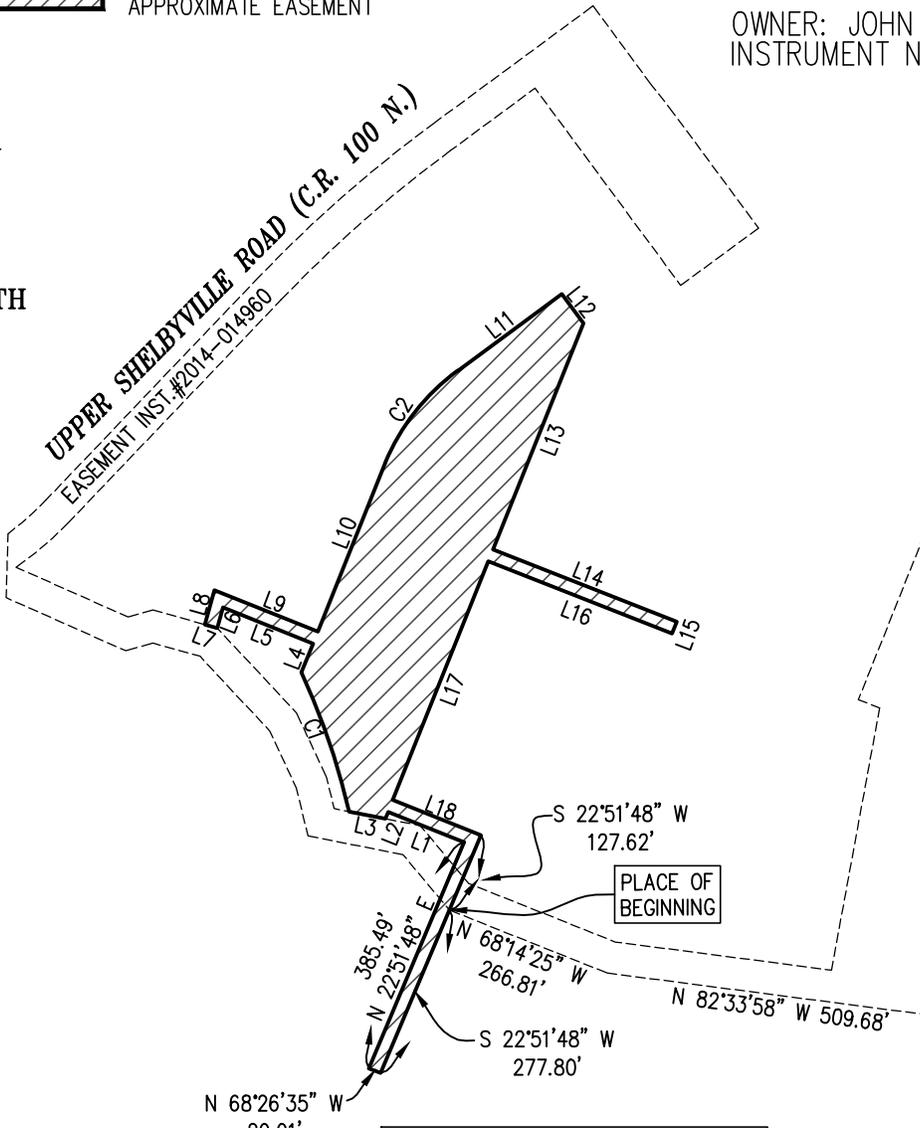
OWNER: JOHN E. GRIMMER LIVING TRUST  
 INSTRUMENT NO.: 2013-027095



UPPER SHELBYVILLE ROAD (C.R. 100 N.)  
 EASEMENT INST. #2014-014980

NE COR. NE 1/4  
 SEC. 13-12N-4E

S 00°07'53" E 432.04'  
 (BASIS OF BEARING)



S 89°23'00" W 403.23'  
 S 21°46'25" W 195.52'

S 00°06'47" E 770.15'

LINE TABLE		
L1	N 68°14'04" W	128.53'
L2	S 21°46'51" W	11.60'
L3	N 78°47'28" W	57.88'
L4	N 21°46'47" E	48.82'
L5	N 68°09'59" W	152.40'
L6	S 15°38'41" W	33.51'
L7	N 74°21'19" W	20.00'
L8	N 15°38'41" E	55.80'
L9	S 68°09'59" E	174.67'
L10	N 21°46'47" E	285.11'
L11	N 53°34'27" E	203.20'
L12	S 36°25'33" E	57.34'
L13	S 21°46'25" W	382.57'
L14	S 68°33'34" E	309.95'
L15	S 21°36'26" W	20.00'
L16	N 68°33'34" W	310.01'
L17	S 21°46'25" W	403.67'
L18	S 68°14'04" E	148.91'
L19	S 22°51'48" W	127.62'

CURVE TABLE	
C1	R=1190.00' L=231.48' CHORD=N 18°55'22" W 231.12'
C2	R=345.00' L=186.48' CHORD=N 38°05'21" E 184.22'

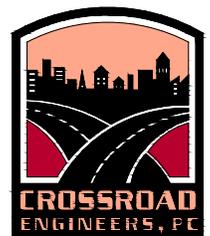


NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL. THIS PLOT IS BASED ON AN ALTA/ACSM SURVEY PERFORMED BY JEFFREY J. KONDY OF CKW LAND SURVEYING INC. DATED JUNE 7, 2013.

*Trent E. Newport*  
 Trent E. Newport  
 Reg. Land Surveyor No. 29600021  
 State of Indiana

08-18-14  
 Date

PREPARED BY:



Transportation & Development Consultants  
 3417 SHERMAN DR. BEECH GROVE, IN 46107 (317) 780-1555