

BOARD OF PUBLIC WORKS AND SAFETY (Form B-01-2012)
Agenda Request Form

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: | March 16, 2016 | Meeting Date: | March 21, 2016 |
| Contact Information: | | | |
| Requested by: | Joanna Myers | | |
| On Behalf of Organization or Individual: | Arbor Homes | | |
| Telephone: | 317-736-3631 | | |
| Email address: | jmyers@franklin.in.gov | | |
| Mailing Address: | 70 E. Monroe Street, Franklin, IN 46131 | | |
| Describe Request: | | | |
| Acceptance and execution of Storm & Sanitary Sewer Inspection Service Agreement, Earthwork & Paving Inspection Service Agreement and platover easements related to Heritage, Sec. 7 (PC 2015-21). | | | |
| List Supporting Documentation Provided: | | | |
| 1. Storm & Sanitary Sewer Inspection Agreement | | | |
| 2. Earthwork & Paving Inspection Service Agreement | | | |
| 3. Roadway Easement and Right-of-way (2) | | | |
| 4. Drainage Easement and Right-of-way | | | |
| 5. Utility Easement and Right-of-way (2) | | | |
| Who will present the request? | | | |
| Name: | Joanna Myers | Telephone: | 317-736-3631 |

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

**FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY
STORM & SANITARY SEWER
INSPECTION SERVICE AGREEMENT**

SUBJECT PROJECT: Heritage Section 7

The Franklin Board of Public Works and Safety, through its Department of Planning and Engineering and in conjunction with the above described development project, requires compliance with City policies and procedures and that development be completed in accordance with plans and specifications approved by the City.

The Franklin Board of Works, through its Department of Planning and Engineering (hereinafter "City"), agrees to provide Storm and Sanitary Sewer Inspection Services and the undersigneds jointly and severally agree to pay for said service in accordance with the terms set forth herein.

Such inspection service shall be pursuant to City policies and procedures and will be conducted to determine if the subject project is constructed in accordance with plans and specifications approved by the City. Such inspection services shall determine if the project meets the requirements for acceptance into the City of Franklin Storm and Wastewater Collection System for maintenance, providing the owner and/or its representative adheres to City policies and procedures.

The undersigneds, at their sole cost and expense, agree to perform all work necessary to comply with the approved plans and specifications as well as the policies and procedures of the City of Franklin.

The undersigneds agree and acknowledge that the City is providing inspection services only and is not, or will not, provide design, construction or engineering services and the City makes no warranty or representation regarding the same. The undersigneds, to the fullest extent permitted by law, shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and its departments and employees ("Indemnified Parties"), from and against any and all claims for damages, demands, injury to property or person, death, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs, and consultants fees and costs) which arise or are in any way connected with the work performed, materials furnished or services provided in the development of the project. This indemnity and defense obligations shall extend to claims occurring after this inspection agreement is terminated or completed as well as while it is in force, and shall continue until it is finally adjudicated.

The City agrees to perform such Inspection Services for a fee of \$50.00 per hour of actual time spent on the project by the City and/or an authorized representative of the City in performing said Inspection Services.

The estimated time for completion of the project is 6 weeks.

The estimated inspection time is 20 hours per week.

The total estimated cost for Inspection Services is \$6,000.00.

The undersigned agree to include ninety percent (90%) of the total estimated cost of \$5,400.00 with this "Agreement" with the check made payable to the City of Franklin.

The actual Inspection fee will be based on the actual number of hours of inspection required to complete the project.

The balance of the total Inspection fee and a \$100.00 processing fee is to be paid upon the acceptance of the completed work by the Board and prior to release of the performance bond by the Franklin Board of Public Works and Safety.

IN WITNESS WHEREOF, the Owner has hereunto set his hand this 14th day of March, 2016.

WITNESS: Developer:

Arbor Investments, LLC

BY:



Signature

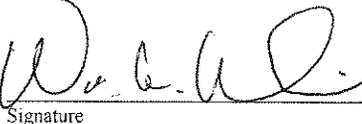
Bruce A Fagan

Print Name

Contractor:

Enterprise Excavating

BY:



Signature

William Murchie

Print Name

In witness whereof, the Franklin Board of Public Works and Safety hereby accepts the foregoing this _____ day of _____, 20____.

Franklin Board of Works
by Mayor – Joseph McGuinness

Member – Steve Barnett

Member – Bob Swinehamer

ATTEST:

Jayne Rhoades, Clerk Treasurer

FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY
EARTHWORK AND PAVING
INSPECTION SERVICE AGREEMENT

SUBJECT PROJECT: Heritage Section 7

The Franklin Board of Public Works and Safety, through its Department of Planning and Engineering and in conjunction with the above described development project, requires compliance with City policies and procedures and that development be completed in accordance with plans and specifications approved by the City.

The Franklin Board of Works and Safety, through its Department of Planning and Engineering (hereinafter "City"), agrees to provide Earthwork and Paving Inspection Services and the undersigneds jointly and severally agree to pay for said service in accordance with the terms set forth herein.

Such inspection service shall be pursuant to City policies and procedures and will be conducted to determine if the subject project is constructed in accordance with plans and specifications approved by the City. Such inspection services shall determine if the project meets the requirements for acceptance into the City of Franklin Street System for maintenance, providing the owner and/or its representative adheres to City policies and procedures.

The undersigneds, at their sole cost and expense, agree to perform all work necessary to comply with the approved plans and specifications as well as the policies and procedures of the City of Franklin.

The undersigneds agree and acknowledge that the City is providing inspection services only and is not, or will not, provide design, construction or engineering services and the City makes no warranty or representation regarding the same. The undersigneds, to the fullest extent permitted by law, shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and its departments and employees ("Indemnified Parties"), from and against any and all claims for damages, demands, injury to property or person, death, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs, and consultants fees and costs) which arise or are in any way connected with the work performed, materials furnished or services provided in the development of the project. This indemnity and defense obligations shall extend to claims occurring after this inspection agreement is terminated or completed as well as while it is in force, and shall continue until it is finally adjudicated.

The City agrees to perform such Inspection Services for a fee of \$50.00 per hour of actual time spent on the project by the City and/or an authorized representative of the City in performing said Inspection Services.

The estimated time for completion of the project is 10 weeks.

The estimated inspection time is 20 hours per week.

The total estimated cost for Inspection Services is \$ 10,000.00.

The undersigneds agree to include ninety percent (90%) of the total estimated cost of \$9,000.00 with this "Agreement" with the check made payable to the City of Franklin.

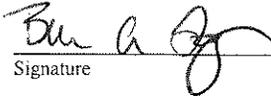
The actual Inspection fee will be based on the actual number of hours of inspection required to complete the project.

The balance of the total Inspection fee and a \$100.00 processing fee is to be paid upon the acceptance of the completed work by the Board and prior to release of the performance bond by the Franklin Board of Public Works and Safety.

IN WITNESS WHEREOF, the Owner has hereunto set his hand this 14th day of March, 2016.

WITNESS: Developer:

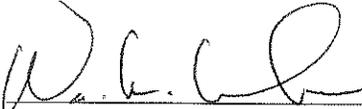
Arbor Investments, LLC

BY: 
Signature

Bruce A Fagan
Print Name

Contractor:

Enterprise Excavating

BY: 
Signature

William Murchie
Print Name

In witness whereof, the Franklin Board of Public Works and Safety hereby accepts the foregoing this _____ day of _____, 20____.

Franklin Board of Works
by Mayor – Joseph McGuinness

Member – Steve Barnett

Member – Bob Swinehamer

ATTEST:

Jayne Rhoades, Clerk Treasurer

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 Brookhaven 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.

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

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 201__.

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

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.

Signed: _____



THE SCHNEIDER CORPORATION
 Historic Fort Harrison
 8901 Otis Avenue
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 Telephone: 317.826.7100
 Fax: 317.826.7200
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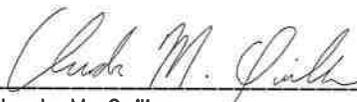
EXHIBIT "A"

Land Description:

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

Commencing at the Northwest Corner of the Northwest Quarter of Section 12, Township 12 North, Range 4 East; thence South 00 degrees 15 minutes 58 seconds East [basis of bearing is the plat of Heritage Section 3, a subdivision in Johnson County, Indiana, the plat of which is recorded in Plat Book D, Page 603 A-F as Instrument No. 2005-28486] along the West line of the Northwest Quarter of said Section 12 a distance of 316.39 feet to the northwest corner of said Heritage Section 3 (the following (11) eleven courses being along the northerly line thereof); (1) North 89 degrees 44 minutes 02 seconds East 40.00 feet; (2) North 90 degrees 00 minutes 00 seconds East 173.85 feet to a point on a non-tangent curve to the right having a radius of 225.00 feet, the radius point of which bears North 51 degrees 24 minutes 18 seconds East; (3) along said curve southeasterly an arc distance of 7.00 feet to a point which bears South 49 degrees 37 minutes 22 seconds West from said radius point; (4) North 49 degrees 52 minutes 12 seconds East 50.00 feet to a point on a non-tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 49 degrees 33 minutes 08 seconds East; (5) along said curve easterly an arc distance of 19.64 feet to a point which bears South 30 degrees 50 minutes 24 seconds East from said radius point; (6) in an easterly direction with a reverse tangent curve turning to the right with a radius of 225.00 feet, having a chord bearing of North 74 degrees 34 minutes 48 seconds East and a chord distance of 119.65, having a central angle of 30 degrees 50 minutes 24 seconds and an arc length of 121.11 feet to a point; (7) North 90 degrees 00 minutes 00 seconds East 41.00 feet; to a point on a tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 00 degrees 00 minutes 00 seconds West; (8) along said curve northeasterly an arc distance of 21.99 feet to a point which bears North 90 degrees 00 minutes 00 seconds East from said radius point; (9) North 90 degrees 00 minutes 00 seconds East 50.00 feet to a point on a non-tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 90 degrees 00 minutes 00 seconds East; (10) along said curve southeasterly an arc distance of 21.99 feet to a point which bears South 00 degrees 00 minutes 00 seconds East from said radius point; (11) North 90 degrees 00 minutes 00 seconds East 51.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 108.20 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 50.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 510.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 98.00 feet to the Point of Beginning; thence North 90 degrees 00 minutes 00 seconds West a distance of 84.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 112.00 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 84.00 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 112.00 feet to the Point of Beginning. Containing 0.216 acres of land, more or less.

The above description prepared by:


 Claude M. Quillen
 Registered Land Surveyor #20200002
 September 8, 2015



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. Claude M. Quillen

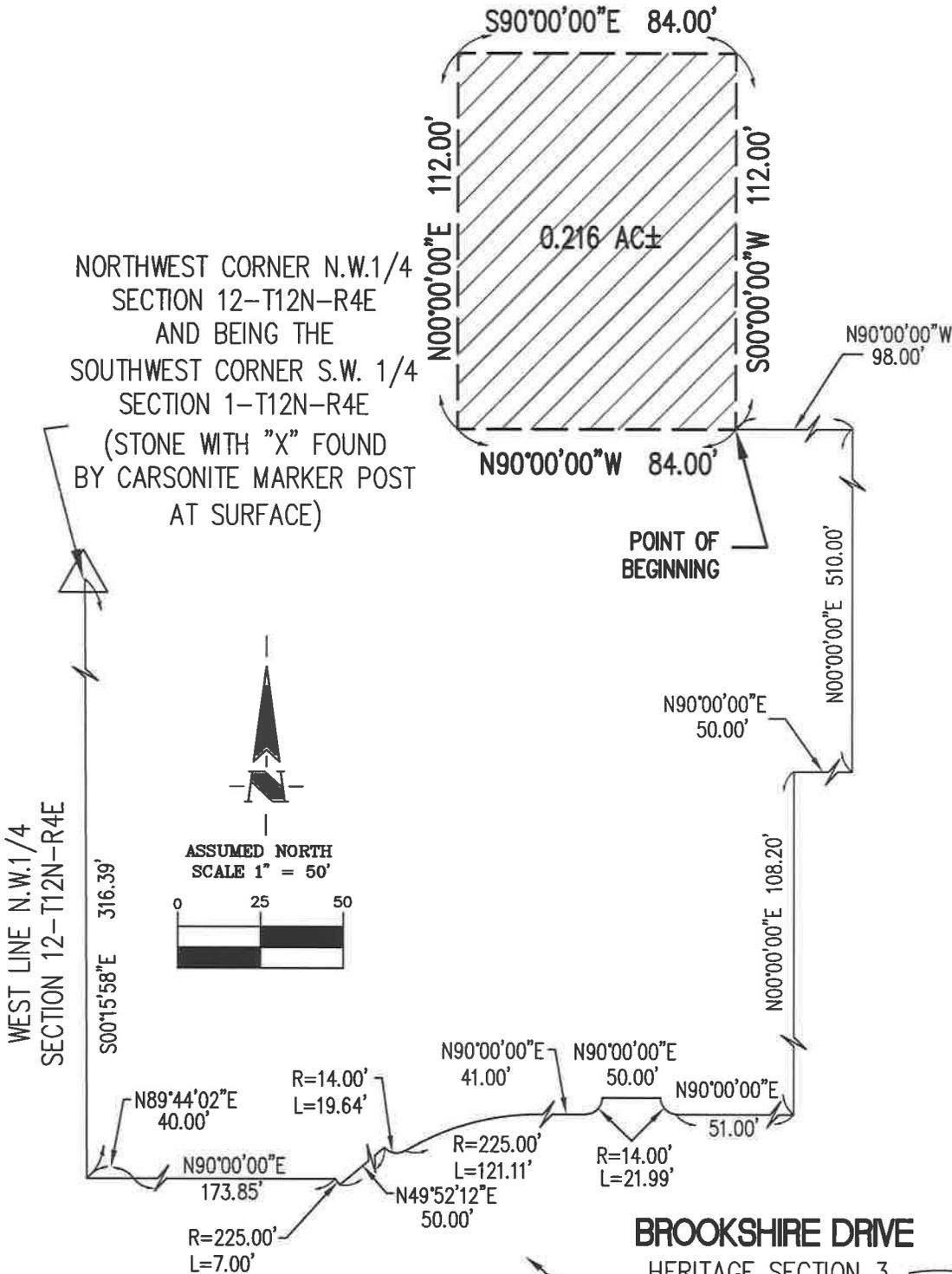
T: \\4k\4569\700\dwgs\4569700e.dwg RGL 9/08/2015
 Revised per client comments - RGL 9/09/15



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EXHIBIT "A"



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 Brookhaven 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.

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

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 201__.

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

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.

Signed: _____



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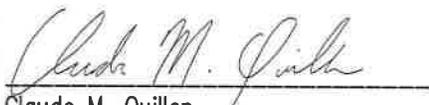
EXHIBIT "A"

Land Description:

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

Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of Section 1, Township 12 North, Range 4 East; thence North 00 degrees 19 minutes 56 seconds West (basis of bearing is the plat of Heritage Section 3, a subdivision in Johnson County, Indiana, the plat of which is recorded in Plat Book D, Page 603 A-F as Instrument No. 2005-28486) along the West line of said Quarter Quarter Section a distance of 143.80 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 150.01 feet to the **Point of Beginning**; thence North 00 degrees 00 minutes 00 seconds East a distance of 120.90 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 84.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 112.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 67.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 8.90 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 17.00 feet to the Point of Beginning. Containing 0.219 acres of land, more or less.

The above description prepared by:


 Claude M. Quillen
 Registered Land Surveyor #20200002
 September 8, 2015



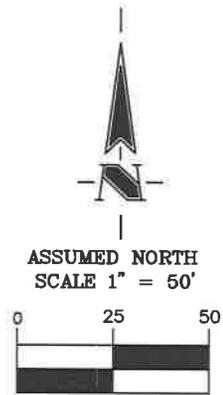
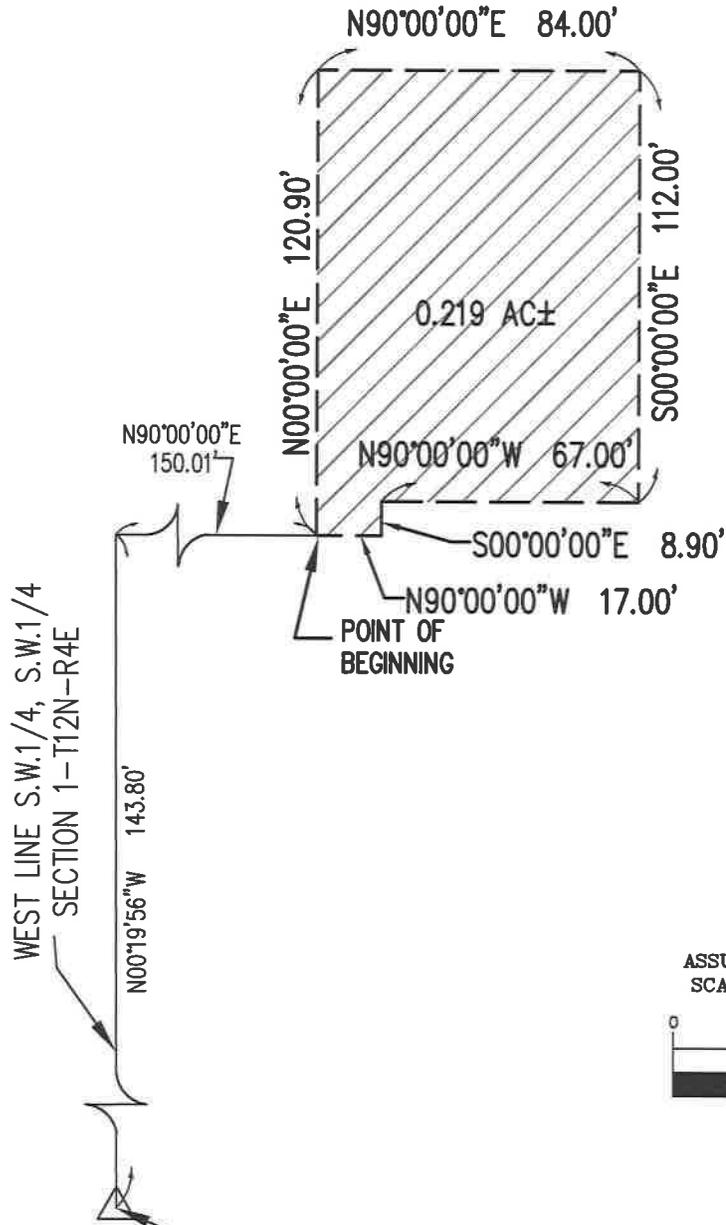
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
 Claude M. Quillen



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EXHIBIT "A"



SOUTHWEST CORNER, S.W. 1/4, S.W. 1/4
 SECTION 1-T12N-R4E
 (STONE WITH "X" FOUND
 BY CARSONITE MARKER POST
 AT SURFACE)

DRAINAGE EASEMENT AND RIGHT-OF-WAY

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

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Cross-referencing Instrument No. 2005-026485

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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.

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INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2015.

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

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.

Signed: _____



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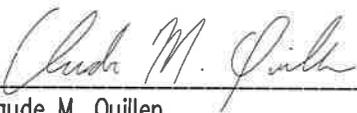
Land Description:

EXHIBIT "A"

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

Commencing at the Northwest Corner of the Northwest Quarter of Section 12, Township 12 North, Range 4 East and being the Southwest corner of the Southwest Quarter of Section 1, Township 12, Range 4 East; thence South 00 degrees 15 minutes 58 seconds East (basis of bearing is the plat of Heritage Section 3, a subdivision in Johnson County, Indiana, the plat of which is recorded in Plat Book D, Page 603 A-F as Instrument No. 2005-28486) along the West line of the Northwest Quarter of said Section 12 a distance of 316.39 feet to the northwest corner of said Heritage Section 3 [the following (11) eleven courses being along the northerly line thereof]; (1) North 89 degrees 44 minutes 02 seconds East 40.00 feet; (2) North 90 degrees 00 minutes 00 seconds East 173.85 feet to a point on a non-tangent curve to the right having a radius of 225.00 feet, the radius point of which bears North 51 degrees 24 minutes 18 seconds East; (3) along said curve southeasterly an arc distance of 7.00 feet to a point which bears South 49 degrees 37 minutes 22 seconds West from said radius point; (4) North 49 degrees 52 minutes 12 seconds East 50.00 feet to a point on a non-tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 49 degrees 33 minutes 08 seconds East; (5) along said curve easterly an arc distance of 19.64 feet to a point which bears South 30 degrees 50 minutes 24 seconds East from said radius point; (6) in a easterly direction with a reverse tangent curve turning to the right with a radius of 225.00 feet, having a chord bearing of North 74 degrees 34 minutes 48 seconds East and a chord distance of 119.65 feet, having a central angle of 30 degrees 50 minutes 24 seconds and an arc length of 121.11 to a point; (7) North 90 degrees 00 minutes 00 seconds East 41.00 feet to a point on a tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 00 degrees 00 minutes 00 seconds West; (8) along said curve northeasterly an arc distance of 21.99 feet to a point which bears North 90 degrees 00 minutes 00 seconds East from said radius point; (9) North 90 degrees 00 minutes 00 seconds East 50.00 feet to a point on a non-tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 90 degrees 00 minutes 00 seconds East; (10) along said curve southeasterly an arc distance of 21.99 feet to a point which bears South 00 degrees 00 minutes 00 seconds East from said radius point; (11) thence North 90 degrees 00 minutes 00 seconds East 51.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 108.20 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 50.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 510.00 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 258.00 feet to the Point of Beginning; thence North 90 degrees 00 minutes 00 seconds West a distance of 295.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 100.71 feet; thence North 41 degrees 30 minutes 22 seconds East a distance of 292.82 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 100.95 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 42.50 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 170.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 6.20 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 285.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 9.88 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 80.05 feet; thence North 00 degrees 00 minutes 20 seconds East a distance of 55.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 138.35 feet; thence South 00 degrees 01 minutes 57 seconds West a distance of 310.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 138.18 feet; thence North 00 degrees 00 minutes 20 seconds West a distance of 234.99 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 165.05 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 9.88 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 285.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 6.20 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 85.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 257.50 feet to the Point of Beginning. Containing 2.940 acres of land, more or less.

The above description prepared by:


 Claude M. Quillen
 Registered Land Surveyor #20200002
 September 8, 2015



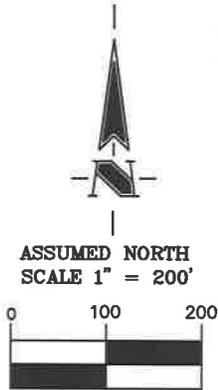
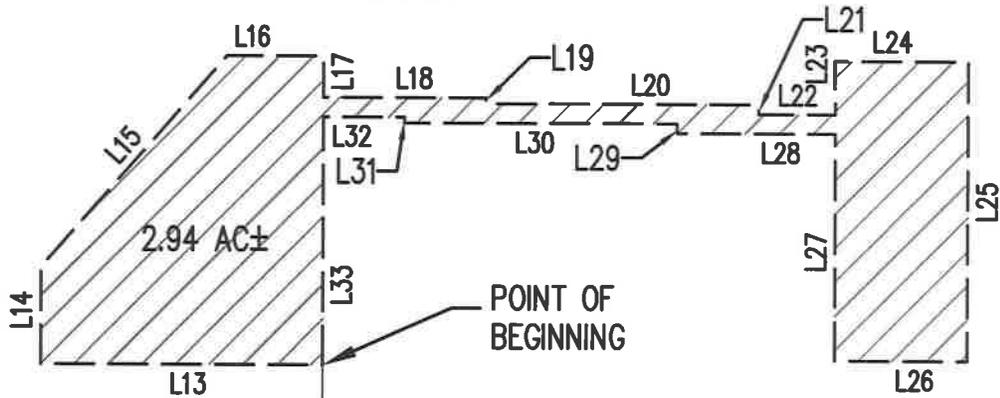
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Claude M. Quillen



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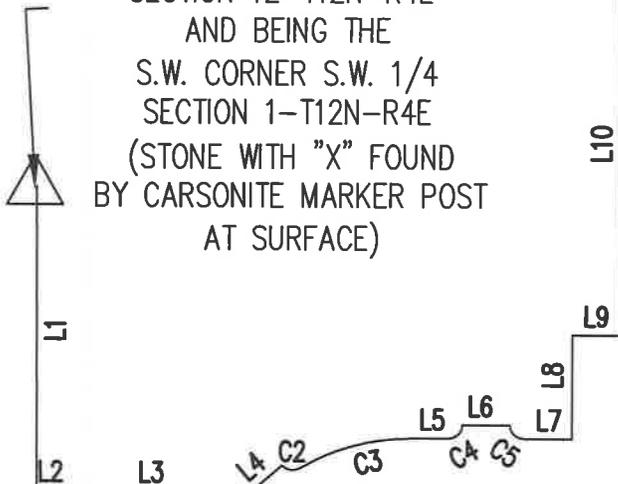
Architecture
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 Environmental Engineering
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 Interior Design
 Land Surveying

EXHIBIT "A"



NORTHWEST CORNER N.W.1/4
 SECTION 12-T12N-R4E
 AND BEING THE
 S.W. CORNER S.W. 1/4
 SECTION 1-T12N-R4E
 (STONE WITH "X" FOUND
 BY CARSONITE MARKER POST
 AT SURFACE)

| Curve Table | | | | | |
|-------------|---------|---------|--------|-----------------|--------------|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
| C1 | 7.00' | 225.00' | 1°47' | S39°29'10"E | 7.00' |
| C2 | 19.64' | 14.00' | 80°24' | S80°38'38"E | 18.07' |
| C3 | 121.11' | 225.00' | 30°50' | N74°34'48"E | 119.65' |
| C4 | 21.99' | 14.00' | 90°00' | N45°00'00"E | 19.80' |
| C5 | 21.99' | 14.00' | 90°00' | S45°00'00"E | 19.80' |



BROOKSHIRE DRIVE

HERITAGE SECTION 3
 INSTR. #2005-28486
 P.B. D, PG. 603 A-F



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| Parcel Line Table | | |
|-------------------|---------|-------------|
| Line # | Length | Direction |
| L1 | 316.39' | S0°15'58"E |
| L2 | 40.00' | N89°44'02"E |
| L3 | 173.85' | N90°00'00"E |
| L4 | 50.00' | N49°52'12"E |
| L5 | 41.00' | N90°00'00"E |
| L6 | 50.00' | N90°00'00"E |
| L7 | 51.00' | N90°00'00"E |
| L8 | 108.20' | N0°00'00"E |
| L9 | 50.00' | N90°00'00"E |
| L10 | 510.00' | N0°00'00"E |
| L11 | 15.00' | N90°00'00"E |
| L12 | 258.00' | N0°00'00"E |
| L13 | 295.00' | N90°00'00"W |
| L14 | 100.71' | N0°00'00"E |
| L15 | 292.82' | N41°30'22"E |
| L16 | 100.95' | N90°00'00"E |
| L17 | 42.50' | S0°00'00"E |

| Parcel Line Table | | |
|-------------------|---------|-------------|
| Line # | Length | Direction |
| L18 | 170.00' | S90°00'00"E |
| L19 | 6.20' | S0°00'00"E |
| L20 | 285.00' | N90°00'00"E |
| L21 | 9.88' | S0°00'00"E |
| L22 | 80.05' | N90°00'00"E |
| L23 | 55.00' | N0°00'20"E |
| L24 | 138.35' | N90°00'00"E |
| L25 | 310.00' | S0°01'57"W |
| L26 | 138.18' | N90°00'00"W |
| L27 | 234.99' | N0°00'20"W |
| L28 | 165.05' | N90°00'00"W |
| L29 | 9.88' | N0°00'00"E |
| L30 | 285.00' | N90°00'00"W |
| L31 | 6.20' | N0°00'00"E |
| L32 | 85.00' | N90°00'00"W |
| L33 | 257.50' | S0°00'00"E |

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 Brookhaven 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 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.

Executed this 15 day of September, 2015.

By: [Signature]

Printed: J. Brian Mann

Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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 Sept, 2015.

[Signature]
Notary Public



Printed: _____
Resident 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 _____, 201__.

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

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.

Signed: _____



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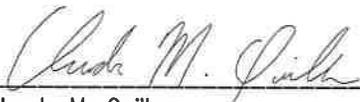
EXHIBIT "A"

Land Description:

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

Commencing at the Northwest Corner of the Northwest Quarter of Section 12, Township 12 North, Range 4 East; thence South 00 degrees 15 minutes 58 seconds East [basis of bearing is the plat of Heritage Section 3, a subdivision in Johnson County, Indiana, the plat of which is recorded in Plat Book D, Page 603 A-F as Instrument No. 2005-28486] along the West line of the Northwest Quarter of said Section 12 a distance of 316.39 feet to the northwest corner of said Heritage Section 3 (the following (11) eleven courses being along the northerly line thereof); (1) North 89 degrees 44 minutes 02 seconds East 40.00 feet; (2) North 90 degrees 00 minutes 00 seconds East 173.85 feet to a point on a non-tangent curve to the right having a radius of 225.00 feet, the radius point of which bears North 51 degrees 24 minutes 18 seconds East; (3) along said curve southeasterly an arc distance of 7.00 feet to a point which bears South 49 degrees 37 minutes 22 seconds West from said radius point; (4) North 49 degrees 52 minutes 12 seconds East 50.00 feet to a point on a non-tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 49 degrees 33 minutes 08 seconds East; (5) along said curve easterly an arc distance of 19.64 feet to a point which bears South 30 degrees 50 minutes 24 seconds East from said radius point; (6) in an easterly direction with a reverse tangent curve turning to the right with a radius of 225.00 feet, having a chord bearing of North 74 degrees 34 minutes 48 seconds East and a chord distance of 119.65, having a central angle of 30 degrees 50 minutes 24 seconds and an arc length of 121.11 feet to a point; (7) North 90 degrees 00 minutes 00 seconds East 41.00 feet; to a point on a tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 00 degrees 00 minutes 00 seconds West; (8) along said curve northeasterly an arc distance of 21.99 feet to a point which bears North 90 degrees 00 minutes 00 seconds East from said radius point; (9) North 90 degrees 00 minutes 00 seconds East 50.00 feet to a point on a non-tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 90 degrees 00 minutes 00 seconds East; (10) along said curve southeasterly an arc distance of 21.99 feet to a point which bears South 00 degrees 00 minutes 00 seconds East from said radius point; (11) North 90 degrees 00 minutes 00 seconds East 51.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 108.20 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 50.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 510.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 98.00 feet to the Point of Beginning; thence North 90 degrees 00 minutes 00 seconds West a distance of 84.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 112.00 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 84.00 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 112.00 feet to the Point of Beginning. Containing 0.216 acres of land, more or less.

The above description prepared by:


 Claude M. Quillen
 Registered Land Surveyor #20200002
 September 8, 2015



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. Claude M. Quillen

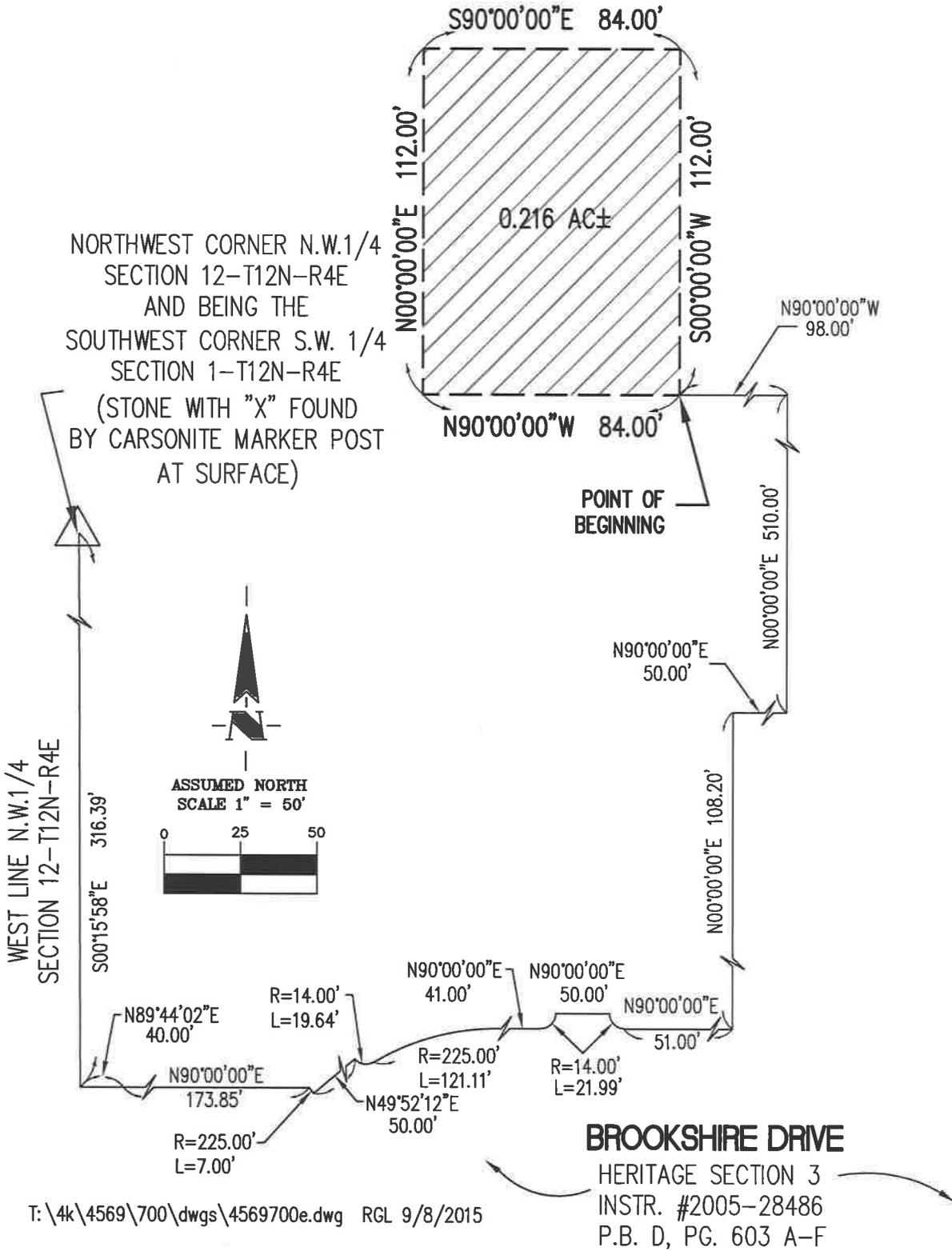
T:\4k\4569\700\dwgs\4569700e.dwg RGL 9/08/2015
 Revised per client comments - RGL 9/09/15



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EXHIBIT "A"



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 Brookhaven 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 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.

Executed this 15 day of Sept, 2015.

By: [Signature]

Printed: J. Boiron Mann

Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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 Sept, 2015.

[Signature]

Notary Public

Printed: _____

Resident 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 _____, 201__.

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

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.

Signed: _____



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EXHIBIT "A"

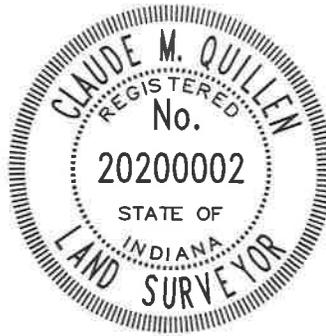
Land Description:

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

Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of Section 1, Township 12 North, Range 4 East; thence North 00 degrees 19 minutes 56 seconds West (basis of bearing is the plat of Heritage Section 3, a subdivision in Johnson County, Indiana, the plat of which is recorded in Plat Book D, Page 603 A-F as Instrument No. 2005-28486) along the West line of said Quarter Quarter Section a distance of 143.80 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 150.01 feet to the Point of Beginning; thence North 00 degrees 00 minutes 00 seconds East a distance of 120.90 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 84.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 112.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 67.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 8.90 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 17.00 feet to the Point of Beginning. Containing 0.219 acres of land, more or less.

The above description prepared by:

Claude M. Quillen
Registered Land Surveyor #20200002
September 8, 2015



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.
Claude M. Quillen



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