

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:	July 8, 2016	Meeting Date:	July 18, 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. 8 (PC 2016-10).			
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. 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 8

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 7 day of July, 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 8

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 10 hours per week.

The total estimated cost for Inspection Services is \$ 5,000.00.

The undersigneds agree to include ninety percent (90%) of the total estimated cost of \$ 4,500.00 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.

July IN WITNESS WHEREOF, the Owner has hereunto set his hand this 7 day of July, 2016.

WITNESS: Developer:

Arbor Investments, LLC

Contractor:

Enterprise Excavating

BY:

Bruce A. Fagan
Signature

Bruce A. Fagan
Print Name

BY:

William Murchie
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 BEVO, 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. 2016-007055

Deed Book -- Page -- Recorded on 4/04/2016

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 _____, 20____.

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:

Jayne Rhoades, 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: _____

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, in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter Section; thence North 00 degrees 19 minutes 56 seconds West (plat bearing – Heritage Section 6, the plat of which is recorded in Plat Book E, page 193 A&B in the Office of the Recorder of said County) along the West line of said Southwest Quarter a distance of 503.80 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 169.10 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 70.90 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 45.00 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 90 degrees 00 minutes 00 seconds East; thence along said curve southerly, southeasterly and easterly an arc distance of 21.99 feet to a point which bears South 00 degrees 00 minutes 00 seconds East from said radius point; thence North 90 degrees 00 minutes 00 seconds East a distance of 51.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 115.00 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 310.00 feet; thence North 13 degrees 42 minutes 30 seconds East a distance of 33.28 feet; thence North 55 degrees 29 minutes 07 seconds East a distance of 33.32 feet; thence South 88 degrees 38 minutes 58 seconds East a distance of 244.73 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 102.95 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 115.00 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East 102.95 feet; thence North 90 degrees 00 minutes 00 seconds East 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East 102.95 feet; thence North 90 degrees 00 minutes 00 seconds West 50.00 feet to the Point of Beginning.

Containing 0.118 acres (5,148 square feet), more or less.



 CLAUDE M. QUILLEN
 REGISTERED LAND SURVEYOR #20200002
 DATE: MAY 10, 2016



THE SCHNEIDER CORPORATION
 Historic Fort Harrison
 8901 Otis Avenue
 Indianapolis, IN 46216-1037
 Telephone: 317.826.7100
 Fax: 317.826.7200
 www.schneidercorp.com

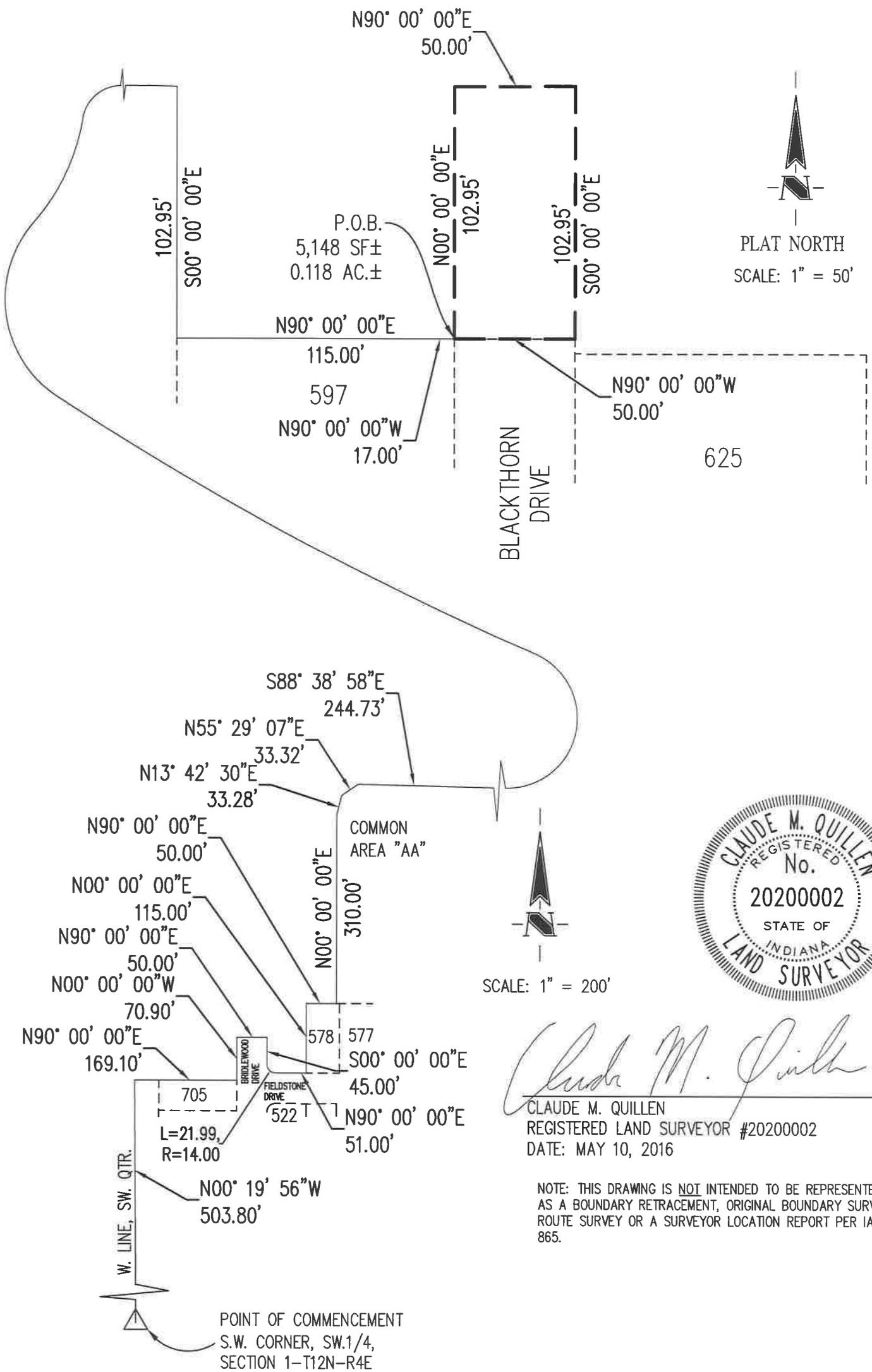
EASEMENT

DATE: 05/10/2016	PROJECT NO.: 4569.800
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DRAWN BY: CMQ	CHECKED BY: SWR
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DRAWING FILES:
 T:\4K\4569\800\DWGS\4569800E
 ESMT-EXH-1A

EXHIBIT "A"



PLAT NORTH
SCALE: 1" = 50'



SCALE: 1" = 200'

Claude M. Quillen

CLAUDE M. QUILLEN
REGISTERED LAND SURVEYOR #20200002
DATE: MAY 10, 2016

NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A BOUNDARY RETRACEMENT, ORIGINAL BOUNDARY SURVEY, ROUTE SURVEY OR A SURVEYOR LOCATION REPORT PER IAC 865.

2016, THE SCHNEIDER CORPORATION

SHEET 2 OF 2



THE SCHNEIDER CORPORATION
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8901 Otis Avenue
Indianapolis, IN 46216-1037
Telephone: 317.826.7100
Fax: 317.826.7200
www.schneidercorp.com

EASEMENT

DATE: 05/10/2016	PROJECT NO.: 4569.800
DRAWN BY: CMQ	CHECKED BY: SWR
DRAWING FILES: T:\4k\4569\800\DWGS\4569800E ESMT-EXH-2A	

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 _____, 20____.

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:

Jayne Rhoades, 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: _____

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, in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter Section; thence North 00 degrees 19 minutes 56 seconds West (plat bearing – Heritage Section 6, the plat of which is recorded in Plat Book E, page 193 A&B in the Office of the Recorder of said County) along the West line of said Southwest Quarter a distance of 503.80 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 169.10 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 70.90 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 45.00 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 90 degrees 00 minutes 00 seconds East; thence along said curve southerly, southeasterly and easterly an arc distance of 21.99 feet to a point which bears South 00 degrees 00 minutes 00 seconds East from said radius point; thence North 90 degrees 00 minutes 00 seconds East a distance of 51.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 115.00 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 310.00 feet; thence North 13 degrees 42 minutes 30 seconds East a distance of 33.28 feet; thence North 55 degrees 29 minutes 07 seconds East a distance of 33.32 feet; thence South 88 degrees 38 minutes 58 seconds East a distance of 244.73 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 102.95 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 98.00 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East 112.00 feet; thence North 90 degrees 00 minutes 00 seconds East 84.00 feet; thence South 00 degrees 00 minutes 00 seconds East 118.20 feet; thence North 90 degrees 00 minutes 00 seconds West 17.00 feet; thence North 00 degrees 00 minutes 00 seconds East 109.12 feet; thence North 90 degrees 00 minutes 00 seconds West 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East 102.95 feet; thence North 89 degrees 53 minutes 58 seconds West 17.00 feet to the Point of Beginning.

Containing 0.100 acres (4,368 square feet), more or less.



 CLAUDE M. QUILLEN
 REGISTERED LAND SURVEYOR #20200002
 DATE: MAY 10, 2016



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 Historic Fort Harrison
 8901 Otis Avenue
 Indianapolis, IN 46216-1037
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EASEMENT

DATE: 05/10/2016	PROJECT NO.: 4569.800
DRAWN BY: CMQ	CHECKED BY: SWR
DRAWING FILES: T:\4K\4569\800\DWGS\4569800E ESMT-EXH-1	

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 BEVO, 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. 2016-007055

Deed Book -- Page -- Recorded on 4/04/2016

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

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 20____.

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:

Jayne Rhoades, 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: _____

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, in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter Section; thence North 00 degrees 19 minutes 56 seconds West (plat bearing – Heritage Section 6, the plat of which is recorded in Plat Book E, page 193 A&B in the Office of the Recorder of said County) along the West line of said Southwest Quarter a distance of 503.80 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 169.10 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 70.90 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 45.00 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 90 degrees 00 minutes 00 seconds East; thence along said curve southerly, southeasterly and easterly an arc distance of 21.99 feet to a point which bears South 00 degrees 00 minutes 00 seconds East from said radius point; thence North 90 degrees 00 minutes 00 seconds East a distance of 51.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 115.00 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 310.00 feet; thence North 13 degrees 42 minutes 30 seconds East a distance of 33.28 feet; thence North 55 degrees 29 minutes 07 seconds East a distance of 33.32 feet; thence South 88 degrees 38 minutes 58 seconds East a distance of 244.73 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 102.95 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 115.00 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East 102.95 feet; thence North 90 degrees 00 minutes 00 seconds East 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East 102.95 feet; thence North 90 degrees 00 minutes 00 seconds West 50.00 feet to the Point of Beginning.

Containing 0.118 acres (5,148 square feet), more or less.



CLAUDE M. QUILLEN
REGISTERED LAND SURVEYOR #20200002
DATE: MAY 10, 2016



2016, THE SCHNEIDER CORPORATION

SHEET 1 OF 2



THE SCHNEIDER CORPORATION
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216-1037
Telephone: 317.826.7100
Fax: 317.826.7200
www.schneidercorp.com

EASEMENT

DATE: 05/10/2016	PROJECT NO.: 4569.800
DRAWN BY: CMQ	CHECKED BY: SWR

DRAWING FILES:
T:\4K\4569\800\DWGS\4569800E
ESMT-EXH-1A

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 26 day of April, 2016.
By: [Signature]

Printed: J. Brian Mann

Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF _____)

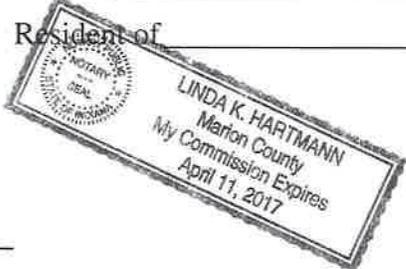
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 26 DAY OF April, 2016.

[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 _____, 20____.

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:

Jayne Rhoades, 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: _____

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, in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter Section; thence North 00 degrees 19 minutes 56 seconds West (plat bearing – Heritage Section 6, the plat of which is recorded in Plat Book E, page 193 A&B in the Office of the Recorder of said County) along the West line of said Southwest Quarter a distance of 503.80 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 169.10 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 70.90 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 45.00 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 90 degrees 00 minutes 00 seconds East; thence along said curve southerly, southeasterly and easterly an arc distance of 21.99 feet to a point which bears South 00 degrees 00 minutes 00 seconds East from said radius point; thence North 90 degrees 00 minutes 00 seconds East a distance of 51.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 115.00 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 310.00 feet; thence North 13 degrees 42 minutes 30 seconds East a distance of 33.28 feet; thence North 55 degrees 29 minutes 07 seconds East a distance of 33.32 feet; thence South 88 degrees 38 minutes 58 seconds East a distance of 244.73 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 102.95 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 98.00 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East 112.00 feet; thence North 90 degrees 00 minutes 00 seconds East 84.00 feet; thence South 00 degrees 00 minutes 00 seconds East 118.20 feet; thence North 90 degrees 00 minutes 00 seconds West 17.00 feet; thence North 00 degrees 00 minutes 00 seconds East 109.12 feet; thence North 90 degrees 00 minutes 00 seconds West 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East 102.95 feet; thence North 89 degrees 53 minutes 58 seconds West 17.00 feet to the Point of Beginning.

Containing 0.100 acres (4,368 square feet), more or less.



 CLAUDE M. QUILLEN
 REGISTERED LAND SURVEYOR #20200002
 DATE: MAY 10, 2016

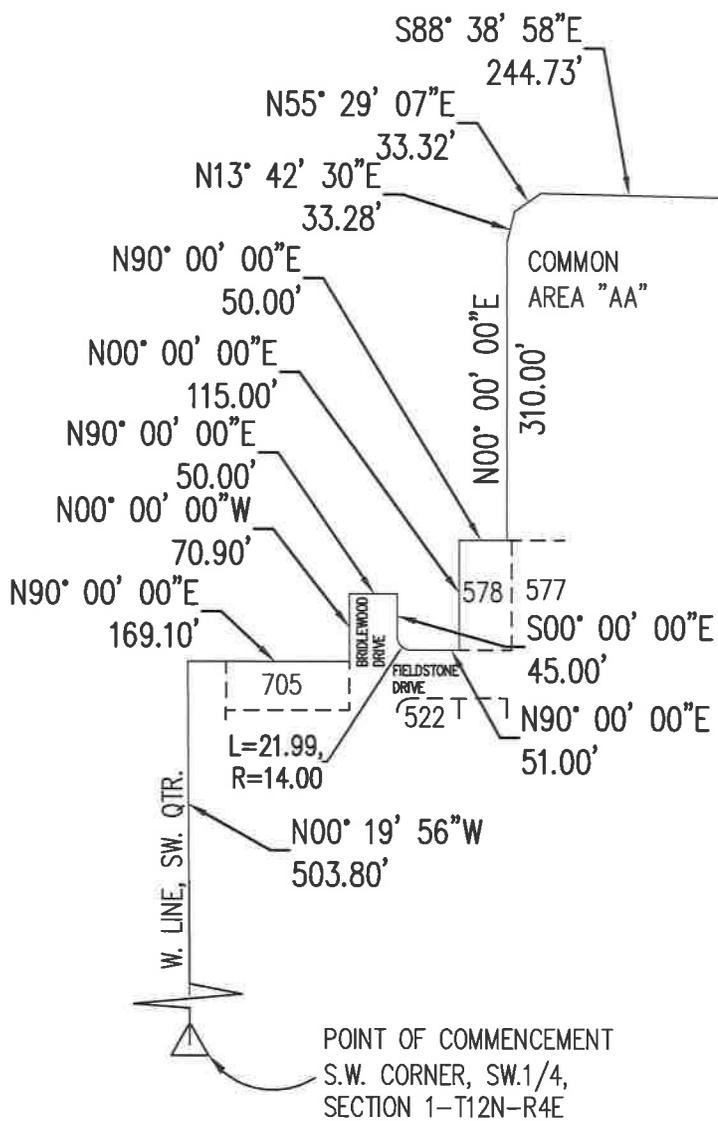
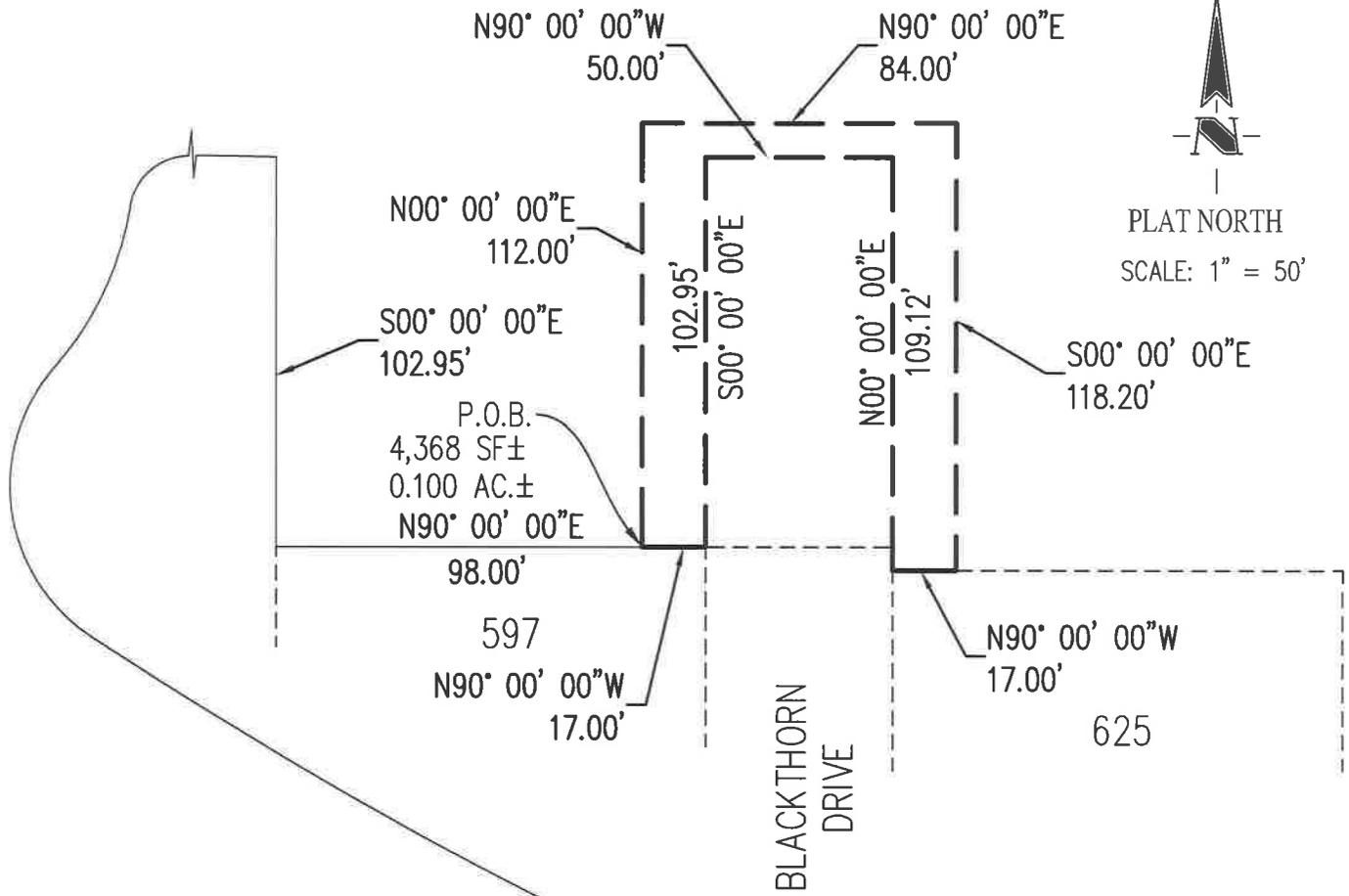


THE SCHNEIDER CORPORATION
 Historic Fort Harrison
 8901 Otis Avenue
 Indianapolis, IN 46216-1037
 Telephone: 317.826.7100
 Fax: 317.826.7200
 www.schneidercorp.com

EASEMENT

DATE: 05/10/2016	PROJECT NO.: 4569.800
DRAWN BY: CMQ	CHECKED BY: SWR
DRAWING FILES: T:\4K\4569\800\DWGS\4569800E ESMT-EXH-1	

EXHIBIT "A"



Claude M. Quillen
 CLAUDE M. QUILLEN
 REGISTERED LAND SURVEYOR #20200002
 DATE: MAY 10, 2016

NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A BOUNDARY RETRACEMENT, ORIGINAL BOUNDARY SURVEY, ROUTE SURVEY OR A SURVEYOR LOCATION REPORT PER IAC 865.



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