

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____ 2023 by and between, SIMON FARMS, an Indiana General Partnership, by its Partners, George E. Simon, Marjorie G. Simon, Thomas E. Simon, Richard Simon, Martha J. Vawter and Mark D. Simon, ("Grantor") and the CITY OF FRANKLIN, a municipality organized and formed under the laws of the State of Indiana by and through its Board of Public Works and Safety, and its successors and assigns, ("Grantee"); and (Grantor Grantee, referred to individually, as a "Party," and collectively as the "Parties").

RECITALS

WHEREAS, Grantor is the owner of certain real estate located in Franklin, Indiana 46131, as Parcel Number 41-08-09-014-001.000-008 and more particularly described in attached Exhibit "A" ("Grantor Parcel");

WHEREAS, the Grantee is the owner of certain permanent easement located in Franklin, Indiana, which is more particularly described in Exhibit "B" attached hereto, ("Permanent Easement") which was acquired from the Grantor for the purpose of construction of Public Sanitary Sewer Improvements ("Public Sanitary Sewer Improvements") within said Permanent Easement;

WHEREAS, the Grantor Parcel and the Permanent are adjacent;

WHEREAS, Grantee desires a temporary construction easement across the Grantor Parcel, that is more particularly described and depicted in attached Exhibit "C" ("Temporary Easement Area") for the construction of the Public Sanitary Sewer Improvements within the Permanent Easement;

WHEREAS, Grantor desire to grant said temporary construction easement to the Grantee, subject to the conditions set for in this Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements herein contained, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and the above recitals and mutual covenants set forth herein, the Parties agree as follows:

SECTION 1. REPRESENTATIONS, ACKNOWLEDGEMENTS AND COVENANTS

- 1.1 Recitals. The above Recitals and Exhibits are true and accurate in all respects and incorporated within this Agreement as if fully rewritten. The Recitals and Exhibits set forth above accurately describe the Grantor Parcel, Permanent and Temporary Easement Area and the desires of the Parties;

- 1.2 True and Correct Statement. As a condition to the signing of this Agreement, the Parties are relying on the truth, completeness, and correctness of the statements and representations made herein, including the Recitals and Exhibits, and represent for themselves that this Agreement contains no material misrepresentations or omissions by any of the Parties to this Agreement;
- 1.3 Good Faith. As of the Effective Date, Parties and their agents have acted at all times in a fair and reasonable manner, and in good faith, in connection with their negotiations in connection with this Agreement. The execution and delivery of this Agreement by the Parties was and is their free and voluntary act and deed, without any misapprehension as to the effect thereof, and without any coercion, duress, overreaching or any other misconduct by the other Party or their agent;
- 1.4 Legal Counsel. The Parties have had the opportunity to consult legal counsel concerning the execution and delivery of this Agreement;
- 1.5 Authority of Grantor to Execute the Agreement;
- (a) The execution, delivery, and performance by Grantor of the Agreement and the other documents referred to herein which are required to be executed and delivered by Grantor:
 - (i) Are within their powers and authority;
 - (ii) Do not contravene its Partnership Agreement, or any amendments thereto;
 - (iii) Do not contravene any agreements;
 - (b) No authorization or approval or action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery, and performance by Grantor of this Agreement or any of the agreements or documents referred to herein;
 - (c) This Agreement and the other documents create and constitute legal, valid, enforceable and binding obligations of the Grantor, as appropriate, in accordance with their respective terms;
 - (d) That the Grantor is authorized to do business in the State of Indiana and validly exists under the laws of the State of Indiana.
- 1.6 Authority of the Grantee to Execute Agreement;
- (a) The execution, delivery and performance by the Grantee of the Agreement:
 - (i) Are within its powers and authority;

- (ii) Do not contravene its ordinances or laws of the State of Indiana;
 - (iii) Do not contravene any agreements;
 - (iv) That the undersigned representative of the Grantee are authorized to act on behalf of and bind the Grantee.
- (b) No authorization or approval or action by, and no notice to or filing with any other governmental authority or regulatory body is required for the due execution, delivery, and performance by the Grantee of this Agreement or any of the agreements or documents referred to herein;
 - (c) This Agreement and the other documents create and constitute legal, valid, enforceable and binding obligations of Grantee, as appropriate, in accordance with their respective terms.

1.7 Grantor Parcel Representations. Grantor represent and warrant, as of the Effective Date, that:

- (a) Grantor is the sole owner of the Grantor Parcel;
- (b) There are not liens or encumbrances as to the Grantor Parcel;
- (c) There are no pending litigation relating to the Grantor Parcel;
- (d) Grantor have not:
 - (i) Sold, assigned, pledged or transferred any of its rights, title or interest in the Grantor Parcel;
 - (ii) Made a general assignment for the benefit of creditors;
 - (iii) Filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors;
 - (iv) Suffered the appointment of a receiver to take possession of all, or substantially all, of their assets; or
 - (v) Suffered the attachment or other judicial seizure of all, or substantially all, of their assets.
- (e) Grantor' representations and warranties in this Agreement are and shall be true and correct at the Closing Date and shall survive the Effective Date.

1.8 Capitalized Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the documents referenced in this Agreement.

SECTION 2. GRANT OF EASEMENT

- 2.1 Grantor hereby grants to Grantee, its members, employees, contractors, invitees, and agents (collectively, "Grantee Permittees"), a temporary, exclusive right, privilege and easement for the benefit of the Permanent Easement for construction of the Public Sanitary Sewer Improvements within the Permanent Easement, on, over, under, across and through that portion of the Grantor Parcel, which is more particularly described in Exhibit "C" , Temporary Easement Area, (the "Temporary Easement");
- 2.2 The Grantee's use pursuant to such Temporary Easement shall not unreasonably interfere with the use, operation and enjoyment of the Grantor Parcel;
- 2.3 The Temporary Easement shall be for the benefit of the Permanent Easement and shall run with the Grantor Parcel and shall be binding upon the successors and assigns of all persons and entities owning the Grantor Parcel and shall benefit the successors and assigns of all persons and entities owning the Permanent Easement and be for the exclusive use of the Grantee only.

SECTION 3. CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS

- 3.1 Liens. Grantee shall not permit any lien to remain against the Temporary Easement Area in connection with its use of or activities within the Temporary Easement. Grantee shall indemnify, hold harmless and defend Grantor, and its successors and assigns, for, from and against all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any liens asserted against the Temporary Easement Area as the result of Grantee s use of or activities in the Temporary Easement;
- 3.2 Term and Modification. The Temporary Easement granted herein shall be extinguished and become void and revert to the Grantor and/or the Grantor' successor(s) in title upon completion of the construction of the Public Sanitary Sewer Improvements within the Permanent Easement, or after the 1st day of January 2034 whichever shall occur first. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor. Upon failure of the Grantee to record said release, the Grantor shall have the right to record a notice of termination, without consent from the Grantee.

SECTION 4. PROTECTION OF THE IMPROVEMENTS

- 4.1 Grantor shall at all times have the right to occupy the Temporary Easement Area; provided, that use of the Temporary Easement Area by Grantor does not in any fashion hinder, disrupt or interfere with the use or proper functioning of the Public Sanitary Sewer Improvements within the Permanent Easement.

SECTION 5. INDEMNIFICATION

- 5.1 Grantee hereby agrees to indemnify, release, hold harmless and defend Grantor, and its successors and assigns, for, from and against all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of Grantee's use of the Temporary Easement Area and the Temporary Easement.

SECTION 6. DAMAGES

- 6.1 Damages Caused by Grantee. Grantee agrees to repair or pay Grantor for actual damages sustained by Grantor to fences, gates, irrigation and drainage systems, drives, and crops that are permitted herein, when such damages arise out of Grantee's assigns, agents, contractors, or sub-contractors.

SECTION 7. SEVERABILITY

- 7.1 If any provision of this Agreement or a portion thereof or the application thereof as to any person or circumstance shall be held invalid, inoperable or unenforceable, the remainder of this Agreement or the application of such remaining provision or portion thereof to any person or persons or circumstances shall not be affected;
- 7.2 It shall not be deemed that any such invalid provision affects consideration of the Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 8. NOTICES:

- 8.1 All notices, requests, demands and other communications that are required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally; (b) at the time of receipt of confirmation by the transmitting Party if by facsimile transmission; (d) on the third day after mailing if mailed by first class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section; or (e) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours, in each case, for overnight delivery against receipt, and properly addressed as set forth in this Section as follows:

To Grantee:

City of Franklin
Office of the Mayor
70 East Monroe Street
Franklin, Indiana 46131

To Grantor:

Simon Farms
George E. Simon, Manager
4594 North Centerline Road
Whiteland, Indiana 46184

- 8.2 Either Party may change its address for purposes of this Section by giving the other Party written notice of the new address in the manner set forth above.

SECTION 9. GOVERNING LAW

- 9.1 This Agreement shall be construed in accordance with the laws of the State of Indiana;
- 9.2 This Agreement has been entered into in Indiana and shall be performable for all purposes in such State.

SECTION 10. ATTORNEY FEES

- 10.1 In any legal or equitable proceeding to determine the rights of the Parties to enforce or restrain the breach of this Agreement, the losing Party or Parties, as determined by the court, hearing officer, other tribunal, or arbiter utilized for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing Party or Parties;
- 10.2 Prevailing Party shall include, but not be limited to, a Party who obtains legal counsel or brings an action against the other by reasons of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

SECTION 11. AMENDMENT AND ENTIRETY OF AGREEMENT

- 11.1 No waiver of or consent to any departure from any provision hereof shall be effective unless in writing and signed by the authorized representative of the Party against whom such a waiver or consent is asserted and shall be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing;
- 11.2 No delay or omission by any Party hereto to exercise any right or remedy upon the happening of any event of default hereunder shall impair such right or remedy or be deemed to be a waiver of such event of default;
- 11.3 This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations, agreements and understandings relative to such subject matter.

SECTION 12. COUNTERPARTS

- 12.1 This Agreement may be executed in multiple counterparts, each of which shall contain an original, and all of which taken together shall constitute one and the same agreement; provided, however, that the Agreement shall be of no force or effect until signed by all Parties hereto.

SECTION 13. CAPTIONS

- 13.1 The captions and headings of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience of reference;
- 13.2 Such captions are not a part of this Agreement and shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Easement to be executed as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE]

Simon Farms

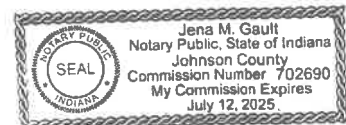
By George E. Simon
George E. Simon, Partner

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this 1th day of September 2023, before me personally appeared, Simon Farms, by its Partner, George E. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: Jena M. Gault
Notary Printed Name: Jena M. Gault
Notary Public for Johnson County
Commission Number 702090
My Commission Expires: July 12, 2025



Simon Farms

By Marjorie G. Simon
Marjorie G. Simon, Partner

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this 8th day of September 2023, before me personally appeared, Simon Farms, by its Partner, Marjorie G. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: Jena M. Gault
Notary Printed Name: Jena M. Gault
Notary Public for Johnson County
Commission Number: 702690
My Commission Expires: July 12, 2025



Simon Farms

By Thomas E. Simon
Thomas E. Simon, Partner

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this 29th day of August 2023, before me personally appeared, Simon Farms, by its Partner, Thomas E. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Signature: Marie Michelle Stroud
Notary Printed Name: Marie Michelle Stroud
Notary Public for Johnson County
Commission Number: NP0658889
My Commission Expires: Oct. 5, 2030

Simon Farms

By Richard Simon
Richard Simon, Partner

STATE OF INDIANA)
COUNTY OF Johnson)SS

On this 5th day of September 2023, before me personally appeared, Simon Farms, by its Partner, Richard Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

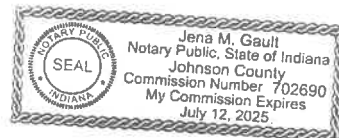
Notary Signature: Jena M. Gault

Notary Printed Name: Jena M. Gault

Notary Public for Johnson County

Commission Number: 702690

My Commission Expires: July 12, 2025



Simon Farms

By Martha J. Vawter
Martha J. Vawter, Partner

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this 29th day of August 2023, before me personally appeared, Simon Farms, by its Partner, Martha J Vawter, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Signature: Marie Michelle Stroud
Notary Printed Name: Marie Michelle Stroud
Notary Public for Johnson County
Commission Number: NP0658889
My Commission Expires: Oct. 5, 2030

Simon Farms

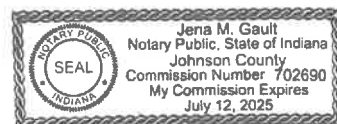
By Mark D. Simon
Mark D. Simon, Partner

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this 8th day of September 2023, before me personally appeared, Simon Farms, by its Partner, Mark D. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: Jena M. Gault
Notary Printed Name: Jena M. Gault
Notary Public for Johnson County
Commission Number: 702690
My Commission Expires: July 12, 2025



Grantee of Franklin

By: _____

Steve Barnett, Mayor

Dated: _____

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this __ day of _____ 2023, before me personally appeared, Grantee of Franklin, by its Mayor, Steve Barnett, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: _____

Notary Printed Name: _____

Notary Public for _____ County

Commission Number: _____

My Commission Expires: _____

This Instrument Prepared By: Stephen L. Huddleston, Attorney-at-Law, Huddleston & Huddleston, Clarke House, 98 West Jefferson Street, Franklin, IN 46131, at the specific request of the Grantor and is based solely on information supplied by Grantee and without examination for accuracy. This preparer assumes no liability for any errors, inaccuracy or omissions in this Agreement resulting from the information provided. The Parties accept this disclaimer by their execution of this Agreement.

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.

s/Stephen L. Huddleston

EXHIBIT "A"
GRANTOR PARCEL
LEGAL DESCRIPTION

Legal Description

A part of the Northeast quarter of Section Nine (9), Township Twelve (12) North, Range Four (4) East of the Second Principal Meridian, bounded and described as follows:

Beginning at the Northeast corner of said quarter section; thence South along and upon the East line thereof forty-one (41) chains and forty-four (44) links to the Southeast corner of said quarter section; thence West along and upon the South line thereof thirty (30) chains and eleven (11) links; thence North twenty (20) chains and sixty-five (65) links, thence East twelve (12) chains and fifty-one (51) links; thence North twenty (20) chains and fifty-three (53) links to the North line of said quarter section; thence East along and upon said North line to the place of beginning, containing one hundred and ninety-eight hundredths (100.98) acres, more or less.

ALSO:

A part of the Southeast quarter of Section Nine (9), Township and Range aforesaid, bounded and described as follows, to-wit:

Beginning at the Northeast corner of said quarter section; thence South along the East line thereof to the Northeast corner of the South half of the Southeast quarter of the Southeast quarter of Section Nine (9); thence West to a point fourteen and one-half ($14\frac{1}{2}$) rods West of the West line of said Southeast quarter of the Southeast quarter ; thence North to the North line of said Southeast quarter section; thence East to the place of beginning, containing seventy-one (71) acres, more or less.

ALSO:

The Northwest quarter of Section Ten (10), Township and Range aforesaid, containing one hundred sixty (160) acres, more or less.

ALSO:

A part of the West half of the Northeast quarter of Section Ten (10), Township and Range aforesaid, bounded and described as follows, to-wit:

Beginning at the Southwest corner of said half quarter section; thence East along and upon the South line thereof thirty-four (34) rods and twelve (12) links; thence North and parallel with the West line of said half quarter section to the middle of the county road running East and West through said half quarter section; thence West along and with the middle line of said road thirty-four (34) rods and twelve (12) links to the West line of half quarter section; thence South along and upon said West line seventy-nine (79) rods and eighteen and two-thirds ($18\frac{2}{3}$) links to the place of beginning, containing seventeen and one-half ($17\frac{1}{2}$) acres, more or less.

The premises herein described contain in the aggregate three hundred forty-nine and forty-eight hundredths (349.48) acres, more or less.

ALSO:

The following described real estate located in Franklin Township, Johnson County, Indiana, containing 29 acres in Section 3, Township 12, Range 4, and 57.24 acres, more or less, in Section 10 Township 12, Range 4, and more particularly described as follows:

A part of the West half of the Southeast quarter of Section Three (3) and a part of the Northeast quarter of Section Ten (10), Township and Range aforesaid:

Beginning at the Northwest corner of the Northeast quarter of said Section Ten (10); thence North sixteen and sixty-four hundredths (16.64) chains; thence East eleven and fifty hundredths (11.50) chains to the right-of-way of the Indianapolis, Columbus & Southern Traction Company; thence Southeasterly with said line to the middle of a public highway; thence South eighty-one (81) degrees West with said highway twenty-two (22) chains; thence North twenty-one and thirty-six hundredths (21.36) chains to the place of beginning.

ALSO: Beginning at a point on the East line of the Northeast quarter of Section Ten (10), said Township and Range aforesaid, ten and thirty-four hundredths (10.34) chains South of the Northeast corner thereof; thence West and parallel with the North line thereof twenty and forty-five hundredths (20.45) chains to the middle of the State Road; thence Northwesterly with said road to the North line of said quarter section; thence East twenty-three and twenty-seven hundredths (23.27) chains to the Northeast corner thereof; thence South to the place of beginning.

Containing in both tracts eighty-six and twenty-four hundredths (86.24) acres, more or less.

EXHIBIT "B"

Project: Franklin -West Side Interceptor
Parcel: 20
Key No: Parcel # 41-08-09-014-001.000-008
Form: Permanent Sanitary Easement

Sheet 1 of 1

Part of the Northeast Quarter of Section 9, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Deed Record 228, Page 719 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, page 2 of Exhibit A, described as follows:

A strip of land twenty feet (20') in uniform width, lying ten feet (10') wide on both sides of the following described centerline.

Beginning at Station 347+04.40 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the west line of said tract; thence North 89 degrees 09 minutes 41 seconds East along Line "A" and parallel with the south right-of-way of Simon Road (County Road 220 North) 302.14 feet to Station 350+06.54 of Line "A"; thence North 44 degrees 00 minutes 27 seconds East along Line "A" to north line of said tract and said right-of-way line 14.10 feet being Station 350+20.65. Containing in all 0.145 acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Deed Record 228, Page 719.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on October 20, 2022.



PARCEL 20

OWNER: Simon Farms	CODE: NA
PROJECT: West Side Interceptor	DES. NO.: NA
COUNTY: Johnson	CHECKED BY: DJS
S/T/R SEC. 9-T12N-R4E	DRAWN BY: MKS

Deed Record 228, Page 719

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
0.145± ACRES

TEMPORARY EASEMENT
0.250± ACRES

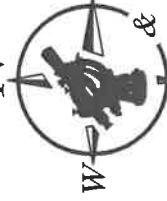
SCALE: 1"=100'

0' 50' 100'



PREPARED FOR CITY OF FRANKLIN
BY:

NORTHPOINTE



SURVEYING, Inc.

6125 South East Street, Suite "B"
Indianapolis, Indiana 46227-2147

Office - 317.884.3020
www.apesindy.com

SIMON FARMS
DEED RECORD 228, PAGE 719
PARCEL
41-08-09-014-001.000-008



N 89°09'41" E
302.14'
LINE "A"

STATION 350+20.65
LINE "A"

SECTION LINE

SIMON ROAD (CR 200 N)

N 44°00'27" E 14.10'

STATION 350+06.54
LINE "A"

EX. R/W

20' PERMANENT
SANITARY SEWER
EASEMENT

30' TEMPORARY
EASEMENT

POINT OF BEGINNING
STATION 347+04.40
LINE "A"

EXHIBIT "C"
TEMPORARY EASEMENT AREA
LEGAL DESCRIPTION

Exhibit "C"

Project:
Parcel: Franklin -West Side Interceptor
Key No: 20
Form: Parcel # 41-08-09-014-001.000-008
Temporary Easement

Part of the Northeast Quarter of Section 9, Township 12 North Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Deed Record 228, Page 719 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked page 2 of Exhibit A, described as follows

A strip of land thirty feet (30') in uniform width, the north line lying ten feet (10') south adjacent and parallel with the following described line.

Beginning at Station 347+04.40 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the west line of said tract; thence North 89 degrees 09 minutes 41 seconds East along Line "A" and parallel with the south right-of-way of Simon Road (County Road 220 North) 302.14 feet to Station 350+06.54 of Line "A"; thence North 44 degrees 00 minutes 27 seconds East along Line "A" to north line of said tract and said right-of-way line 14.10 feet being Station 350+20.65. Containing all 0.250 more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Deed Record 228, Page 719.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana. Professional Land Surveyor, License Number LS20100076, on October 20, 2022.





PARCEL 20

OWNER: Simon Farms		CODE: NA
PROJECT: West Side Interceptor	ROAD: NA	DES. NO: NA
COUNTY: Johnson	S/T/R SEC. 8-T12N-R4E	DRAWN BY: MKS
		CHECKED BY: DJS

Deed Record 228, Page 719

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
0.145± ACRES

TEMPORARY EASEMENT
0.250± ACRES

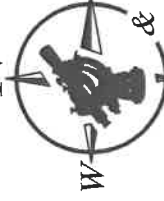
SCALE: 1"=100'

0' 50' 100'



PREPARED FOR CITY OF FRANKLIN
BY:

NORTHPOINTE



SURVEYING, Inc.

6125 South East Street, Suite "B"
Indianapolis, Indiana 46227-2147

Office - 317-884-3020
www.npesindy.com

SIMON FARMS
DEED RECORD 228, PAGE 719
PARCEL
41-08-09-014-001.000-008



N 89°09'41" E
302.14'
LINE "A"

STATION 350+20.65
LINE "A"

SECTION LINE

SIMON ROAD (CR 200 N)

N 44°00'27" E 14.10'

STATION 350+06.54
LINE "A"

EX. R/W

20' PERMANENT
SANITARY SEWER
EASEMENT

30' TEMPORARY
EASEMENT

POINT OF BEGINNING
STATION 347+04.40
LINE "A"