## 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 Su	bmitted:	October 30, 2023	Meeting D	ate:	November 6, 2023
Contact	Informatio	n:			
Reques	ted by:	Mark Richards			
On Beh	alf of Organ	ization or Individual:	City of Frank	din	
Telepho	one:	317-736-3631			
Email a	ddress:	mrichards@franklin.in.	gov		
Mailing	Address:	70 E. Monroe Street, F	ranklin, IN 40	6131	
Describ	e Request:				
		temporary and permanent er Interceptor.	sanitary sewer	<sup>-</sup> easem	ents for Phase 2 of
List Sup	oporting Do	cumentation Provided	:		
•	ry Constructions tructions for the second seco	on Easement ewer Easement			
		e request?			
Who wi	li present tr	lo roquoot:			

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.

Project: Franklin Westside Interceptor Key No.: 41-08-09-031-004.000-008; 41-08-09-021-001.000-008 & 41-08-09-012-001.000-008

## STATE OF INDIANA ) TEMPORARY SANITARY SEWER EASEMENT ) SS: COUNTY OF JOHNSON )

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That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, <u>Centerline Farm, LLC, an Indiana limited liability company</u> (hereinafter referred to as "GRANTOR"), Grants to the City of Franklin, Indiana, by and through its Board of Public Works and Safety, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that GRANTOR has title to said real estate and is fully empowered to convey said interest in real estate, and grants a temporary easement with the right to enter upon and have access for the purpose of general construction, which said work is incidental to the construction of a sanitary sewer facility known as the Westside Interceptor Project, and more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference which temporary easement shall be extinguished, become void and revert to the Grantor and/or the Grantor's successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor.

Cross-referencing Instrument No. 2012-029262 and Recorded on 12/28/2012

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Franklin, Indiana, except: <u>None</u>

The said Grantor acknowledges that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor, for the purpose of inducing the City of Franklin, Indiana, by and through its Board of Public Works and Safety to accept this grant and to pay the hereinbefore referenced consideration, represent that the Grantor is the owner in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

The undersigned persons executing this easement on behalf of GRANTOR represents and certifies that they have been authorized to execute and deliver this temporary easement.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this  $\underline{8^{222}}$  day of  $\underline{\bigcirc}$  correspondence. , 2023.

Centerline Farm, LLC, an India	na limited liability compa	ny	
By: Andew M.	Simeyord	Ву:	
Printed: ANDREW M.	SUMERFORD	Printed:	
Title: <u>MEMBER</u>		Title:	
STATE OF INDIANA	Marion C Commiss	JOSEPH M. DIETZ otary Public - Seai County - State of Indiana sion Number NP0741770 ssion Expires Jun 13, 2030	
COUNTY OF JOHNSON	)		

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, <u>Centerline Farm, LLC, an Indiana limited liability company, By:</u> <u>ANDREW M</u>,

SUMERFORD MEMBER

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\_\_\_\_\_\_ being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

DAY OF SC , 2023. WITNESS MY HAND AND NOTARIAL SEAL THIS ublic )ietz Printed: ION Resident of M \_\_\_\_ County Commission No. NP074 My Commission Expires: JUNE

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

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

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Kenneth Austin

Kenneth Austin

Tina Gross

Tina Gross

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

Prepared by: Joanna Myers, Senior Planner City of Franklin Department of Planning & Engineering 70 E. Monroe Street Franklin, IN 46131

	EXHIBIT	
Project:	Franklin – West Side Interceptor	Sheet 1 of 2
Parcel:	19	
Key No:	Parcel # 41-08-09-031-004.000-008 & 41-08-09-021-00	01.000-008 &
	41-08-09-012-001.000-008	
Form:	Temporary Easement	

EVHIDIT "A"

Part of the Northwest and Northeast and Southwest Quarter of Section 9, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of tracts recorded as Instrument Number 2012-029262 and Instrument Number 2012-003233 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

A strip of land fifty feet in uniform width, the east and south line lying fifteen feet west and north and parallel with the following described centerline.

Beginning at Station 290+95.60 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the south line of said tracts; thence North 00 degrees 20 minutes 17 seconds West along Line "A" 465.00 feet to Station 295+60.60 on said Line "A"; thence North 00 degrees 57 minutes 34 seconds East 441.63 feet to Station 300+02.23 on said Line "A"; thence North 00 degrees 20 minutes 17 seconds West 500.00 feet to Station 305+02.23 on said Line "A"; then North 89 degrees 26 minutes 47 seconds East 633.47 feet to Station 311+35.69 on said Line "A"; thence North 00 degrees 01 minutes 24 seconds East 1184.97 feet to Station 323+20.67 on said Line "A" being the terminus of the described centerline.

### ALSO

A strip of land thirty feet in uniform width, the east line lying ten feet west and parallel with the following described centerline.

Beginning at Station 323+20.67 on said Line "A"; thence North 00 degrees 01 minutes 24 seconds East 1429.24 feet to Station 337+49.91 on said Line "A"; thence North 40 degrees 47 minutes 47 seconds East 33.24 feet to Station 337+83.15 on said Line "A", also being the

## EXHIBIT "A"

Project:	Franklin – West Side Interceptor	Sheet 2 of 2
Parcel:	19	
Key No:	Parcel # 41-08-09-031-004.000-008 & 41-08-09-021-001.000	-008 &
	41-08-09-012-001.000-008	
Form:	Temporary Easement	

south right-of-way of Simon Road (CR200N) and the north line of said tracts and the terminus of the described centerline.

ALSO

A strip of land thirty feet in uniform width, the north line lying ten feet south and parallel with the following described centerline.

Beginning at Station 345+00.35 on said Line "A", also being the south right-of-way of Simon Road (CR200N) and north line of said tracts; thence South 46 degrees 06 minutes 22 seconds East 14.21 feet to Station 345+14.56 on said Line "A"; thence North 89 degrees 09 minutes 41 seconds East running parallel to south the right-of-way of Simon Road (CR200N) and the north line of said tracts 189.84 feet to the east line of said tracts being Station 347+04.40 on said Line "A", being the terminus of the described centerline.

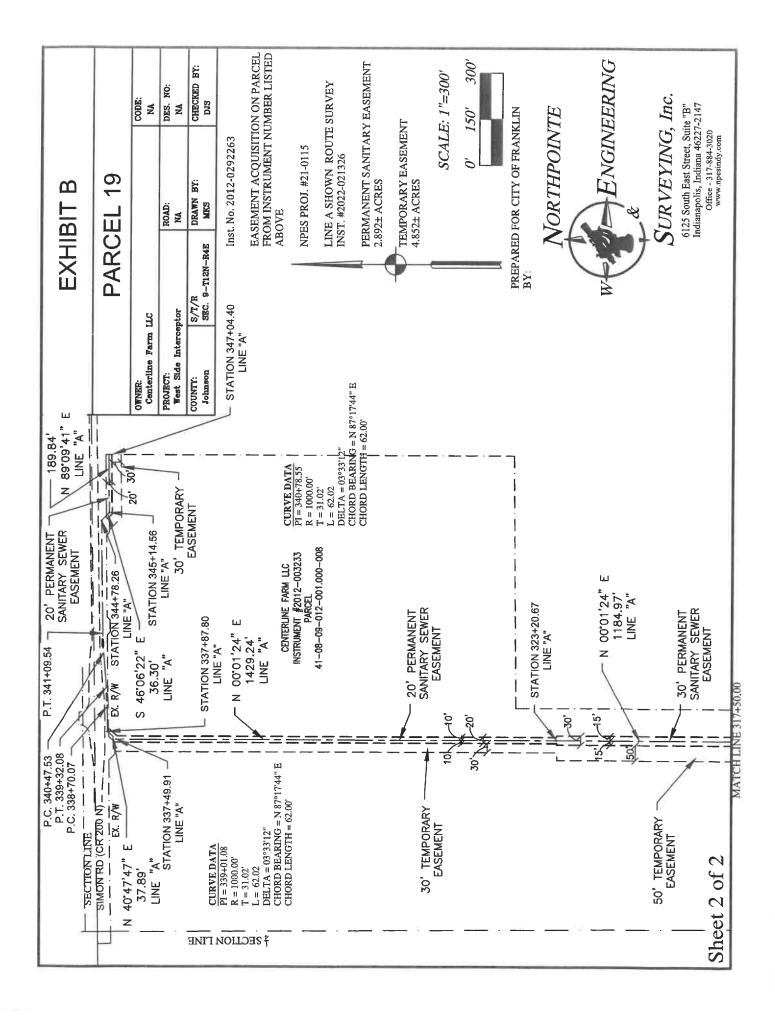
Containing in all 4.852 acres, more or less.

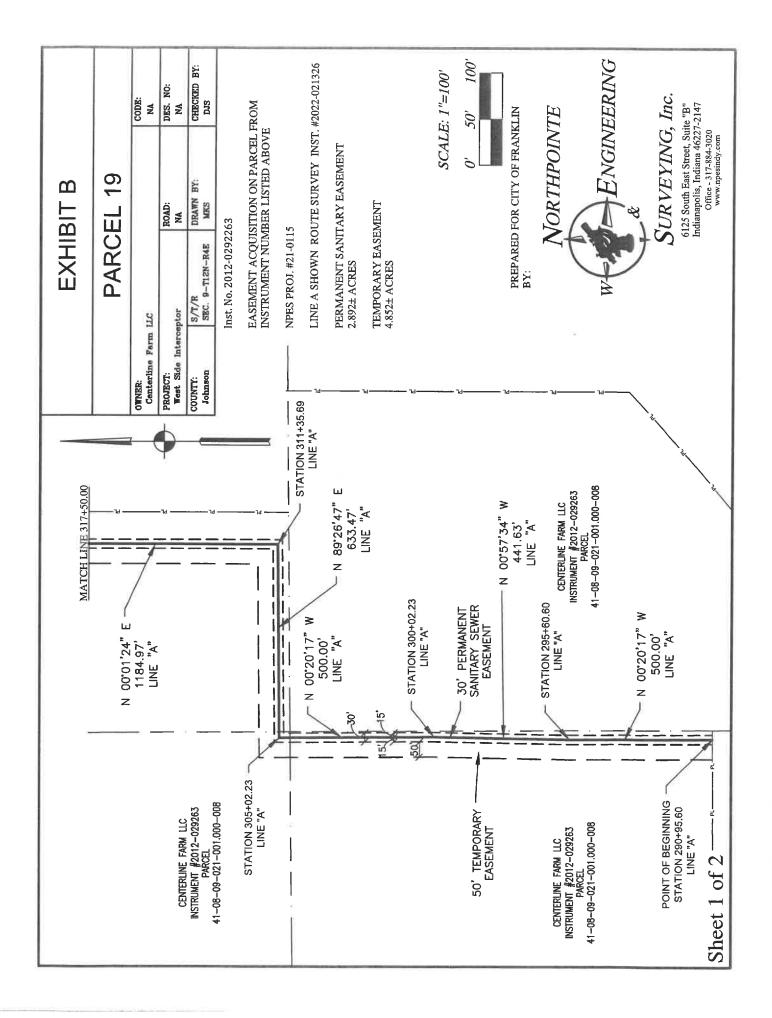
The side lines of said 30 and 50 foot easements to be extended or shortened to meet at the boundaries of said Instrument Number 2012-029262 and Instrument Number 2012-003233

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

20, 2022.







Project: Franklin Westside Interceptor Key No.: 41-08-09-031-004.000-008; 41-08-09-021-001.000-008 & 41-08-09-012-001.000-008

STATE OF INDIANA	
COUNTY OF JOHNSON	

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)

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SS:

#### SANITARY SEWER EASEMENT

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, <u>Centerline Farm, LLC, an Indiana limited liability company</u> (hereinafter referred to as "GRANTOR"), warrant to the City of Franklin, Indiana, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that GRANTOR have title to said real estate and are fully empowered to convey said interest in real estate, and grant, bargain, sell, transfer, dedicate, and convey unto the GRANTEE an easement with the right to erect, construct, install and lay, use, operate, inspect, repair, maintain, replace and remove, sanitary sewer line(s) and appurtenances thereto, which is/are part of, or are to become part of, the GRANTEE's sanitary sewer utility system over, across, and through the land of the GRANTOR situated in Johnson County, State of Indiana, and said easement being described as follows:

A perpetual permanent easement, which is described on attached Exhibit "A" and depicted on the Parcel Plat Exhibit "B" and made a part hereof.

Cross-referencing Instrument No. 2012-029262 and Recorded on 12/28/2012

The GRANTEE covenants to maintain the easement in good repair so that no damage will result from its use to the adjacent land of the GRANTOR, his trustees, successors and assigns.

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

- 1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
- 2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.
- 3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantors shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.

- 4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.
- 5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.
- 6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.
- 7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at 70 E. Monroe Street, Franklin, Indiana 46131.
- 8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee and shall comply with all applicable codes when making use of the land near the Facilities.
- 9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.
- 10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee and shall defend and hold Grantee harmless from the claim of any third party that Grantors do not have such authority or title.
- 11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantors and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.
- 12. Crop Damage will be paid as follows:

- a. The City will compensate the property owner or tenant farmer (as appropriate) for crop damage (or lost production in the case of areas taken out of production prior to the planting season).
- b. Compensation will be made to the property owner, unless the property owner agrees in writing that compensation should be made directly to a tenant farmer.
- c. Easements will be staked prior to start of construction. No claim will be considered for lost production outside of the easements if crops are not planted outside of those easements.
- d. Compensation will be made based upon the area of the permanent and temporary easements crossing tilled acreage on the property. If additional acreage (outside of the easements) is disturbed and suffers crop damage, a claim must be made against the contractor. No claims will be paid by the City for crop damage occurring outside of permanent or temporary easements.
- e. Upon submitting a claim to the City for crop damage or lost production, documentation for the specific parcel on which the easements are located shall be submitted, including the type of grain produced, bushels per acre yield, and the price per bushel paid by the grain elevator to the owner/tenant farmer. The documentation must be for the year the claim is made and must be on letterhead or a receipt showing the name of the grain purchaser.
- f. Compensation for crop damages and/or lost production shall be calculated by multiplying the number of acres disturbed/prevented from planting by the average number of bushels per acre for the remainder of the specific parcel(s) on which the easements are located, and then multiplied by the price per bushel actually realized, i.e. number of acres disturbed x average bushels per acre for that parcel that crop year x elevator price in \$ per bushel = crop damages. Grantor shall present a claim hereunder to the City within a reasonable time following the sale by the tenants of the commodity at issue.
- g. Grantor is further entitled to submit claims to the City for loss of fertility or diminished productivity in years subsequent to the year of any crop damage/loss of production. The claim and its amount shall be documented and compensated for in the same manner as crop damages/loss of production herein. The City does not have a specific number of years to limit claims on loss of fertility/diminished productivity.
- 13. Topsoil will be stripped/stockpiled, and min. 6" thickness shall be required.
- 14. The City will require the manholes be buried 3' deep with bolted down lids.
- 15. The City will note on plans contractor to field locate all field tile within construction limits, and contractor shall repair/replace all field tile encountered/disturbed, as well as requiring contractor to maintain subsurface drainage during construction. The City will also require contractor to reconnect field tile same day/within 24 hours to avoid field flooding.
- 16. The City will note on the plans trees removed on this property shall be set aside for property owner.
- 17. The City will limit total length of trench opening to 100' at any given time, and regardless of the length of trench open, contractor shall be required to provide farm field access per the

requirements of the landowner/farmer, such that the tenants can always cross somewhere to access the 20 plus tillable acres east of the easement. A note will be included on the plans that the contractor shall be responsible for crop damages/loss of production in the event construction restricts access to tillable portions of the pipe that is being laid. The plans provided to the contractor will be incorporated by reference in the City-contractor contract, and the plans will inform the contractor that Grantor is a third-party beneficiary of the access requirement.

The undersigned persons executing this easement on behalf of GRANTOR represent and certify that they have been authorized to execute and deliver this easement.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this  $\underline{8^{22}}$  day of Sertember \_\_\_\_\_, 2023.

Centerline Farm, LLC, an Indiana limited liability company

By: Andew M	Simeyor	d By:
Printed: ANDREW K	SUMERFOR	Printed:
Title: <u>MEMBER</u>		Title:
STATE OF INDIANA	) ) SS:	JOSEPH M. DIETZ Notary Public - Seal Marion County - State of Indiana Commission Number NP0741770 My Commission Expires Jun 13, 2030
COUNTY OF JOHNSON	)	

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, <u>Centerline Farm, LLC, an Indiana limited liability company, By:</u> <u>ANPREW M.</u>

\_\_\_\_\_\_ 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 2023. Notar Printed: 🕠 Resident of County Commission No. NX 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:

Mayor Steve Barnett

Voting Opposed:

Mayor Steve Barnett

Kenneth Austin

Kenneth Austin

Tina Gross

Tina Gross

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 \_\_\_\_\_\_

Prepared by: Joanna Myers, Senior Planner City of Franklin Department of Planning & Engineering 70 E. Monroe Street Franklin, IN 46131

	EARIDII A	
Project:	Franklin – West Side Interceptor	Sheet 1 of 2
Parcel:	19	
Key No:	Parcel # 41-08-09-031-004.000-008 & 41-08-09-021	-001.000-008 &
	41-08-09-012-001.000-008	
Form:	Permanent Sanitary Easement	

EVIIDIT "A"

Part of the Northwest and Northeast and Southwest Quarter of Section 9, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of tracts recorded as Instrument Number 2012-029262 and Instrument Number 2012-003233 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

A strip of land thirty feet (30') in uniform width, lying fifteen feet (15') wide on both sides of the following described centerline.

Beginning at Station 290+95.60 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the south line of said tracts; thence North 00 degrees 20 minutes 17 seconds West along Line "A" 465.00 feet to Station 295+60.60 on said Line "A"; thence North 00 degrees 57 minutes 34 seconds East 441.63 feet to Station 300+02.23 on said Line "A"; thence North 00 degrees 20 minutes 17 seconds West 500.00 feet to Station 305+02.23 on said Line "A"; then North 89 degrees 26 minutes 47 seconds East 633.47 feet to Station 311+35.69 on said Line "A"; thence North 00 degrees 01 minutes 24 seconds East 1184.97 feet to Station 323+20.67 on said Line "A" being the terminus of the centerline of the thirty (30') wide easement.

### ALSO

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 323+20.67 on said Line "A"; thence North 00 degrees 01 minutes 24 seconds East 1429.24 feet to Station 337+49.91 on said Line "A"; thence North 40 degrees 47 minutes 47 seconds East 33.24 feet to Station 337+83.15 on said Line "A", also being the south right-of-way of Simon Road (CR200N) and the north line of said tracts and the terminus of the centerline of the twenty (20') wide easement.

# **EXHIBIT "A"**

Project:	Franklin – West Side Interceptor	Sheet 2 of 2
Parcel:	19	
Key No:	Parcel # 41-08-09-031-004.000-008 & 41-08-09-021-001.000	-008 &
	41-08-09-012-001.000-008	
Form:	Permanent Sanitary Easement	

ALSO

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 345+00.35 on said Line "A", also being the south right-of-way of Simon Road (CR200N) and north line of said tracts; thence South 46 degrees 06 minutes 22 seconds East 14.21 feet to Station 345+14.56 on said Line "A"; thence North 89 degrees 09 minutes 41 seconds East running parallel to south the right-of-way of Simon Road (CR200N) and the north line of said tracts 189.84 feet to the east line of said tracts being Station 347+04.40 on said Line "A", and the terminus of the centerline of the twenty (20') wide easement.

Containing in all 2.986 acres, more or less.

The side lines of said 20 and 30 foot easements to be extended or shortened to meet at the boundaries of said Instrument Number 2012-029262 and Instrument Number 2012-003233

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on November 3, 2022.



