

**BOARD OF PUBLIC WORKS AND SAFETY  
Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

<b>Date Submitted:</b>	December 13, 2023	<b>Meeting Date:</b>	December 18, 2023
<b>Contact Information:</b>			
<b>Requested by:</b>	Mark Richards		
<b>On Behalf of Organization or Individual:</b> City of Franklin			
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	mrichards@franklin.in.gov		
<b>Mailing Address:</b>	70 E. Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Request acceptance of temporary and permanent sanitary sewer easements (Schilling) for Phase 2 of Westside Sanitary Sewer Interceptor.			
<b>List Supporting Documentation Provided:</b>			
Temporary Construction Easement Permanent Sanitary Sewer Easement			
<b>Who will present the request?</b>			
<b>Name:</b>	Mark Richards	<b>Telephone:</b>	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.*

Project: Franklin Westside Interceptor  
Key Nos.: 41-08-27-011-001.000-008 &  
41-08-26-022-011.000-008

STATE OF Indiana )  
 )  
COUNTY OF Johnson )

SS: **TEMPORARY 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, Karl F. Schilling and Nancy A. Schilling, husband and wife (hereinafter referred to as "GRANTORS"), 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 GRANTORS 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 Grantors and/or the Grantors' 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 Grantors.

Cross-referencing Instrument No. 94004256 (DR 275, PG 209) and Recorded on 02/18/1994

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: None

The said Grantors acknowledge 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 Grantors, 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 Grantors are the owners 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 GRANTORS represent and certify that they have been authorized to execute and deliver this temporary easement.

IN WITNESS WHEREOF, the said GRANTORS have hereunto affixed its name, this 14<sup>th</sup> day of November 2023.

By: Karl F. Schilling

Printed: Karl F. Schilling, husband

Title: owner

By: Nancy A. Schilling

Printed: Nancy A. Schilling, wife

Title: owner

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF JOHNSON                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Karl F. Schilling and Nancy A. Schilling, husband and wife 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 14<sup>th</sup> DAY OF November, 2023.



Gina M. Hansen

Notary Public

Printed: Gina M. Hansen

Resident of MARION County

Commission No. 687911

My Commission Expires: 9/8/2024

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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 Tennell, Senior Planner  
City of Franklin  
Department of Planning & Engineering  
70 E. Monroe Street  
Franklin, IN 46131*

## **EXHIBIT "A"**

Project: Franklin – West Side Interceptor

Sheet 1 of 2

Parcel: 4

Key No: Parcel # 41-08-27-011-001.000-008, 41-08-26-022-011.000-008

Form: Temporary Sanitary Easement

Part of the Northwest Quarter of Section 26 and part of the Northeast Quarter of Section 27, all in Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Deed Record 275, Page 209 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 foot (30') in uniform width, the north line lying ten foot (10') south of the following described centerline.

Beginning at Station 63+87.23 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office being on the north traveled way of Nineveh Road / Airport Road; said point on a non-tangent curve to the right having a central angle of 05 degrees 33 minutes 00 seconds and a radius of 500.00 feet, having a chord bearing of North 51 degrees 34 minutes 47 seconds West and a chord distance of 48.41 feet; thence northwesterly along said curve and said Line "A" 57.84 feet to Station 64+35.66 on Line "A"; thence South 88 degrees 49 minutes 13 seconds West 123.08 feet to Station 65+62.77 on Line "A"; thence continuing South 88 degrees 49 minutes 13 seconds West along Line "A" 138.01 feet to Station 67+00.78 on Line "A"; thence South 88 degrees 26 minutes 33 seconds West along Line "A" 542.54 feet to Station 72+43.32 on Line "A" and west line of said Deed Record 275, Page 209 being the terminus of this described centerline.

The side lines of said thirty foot (30') easement to be extended or shortened to meet at the boundaries of said Deed Record 275, Page 209 and the traveled way of Nineveh Road / Airport Road.

**EXHIBIT "A"**

Project: Franklin – West Side Interceptor  
Parcel: 4  
Key No: Parcel # 41-08-27-011-001.000-008, 41-08-26-022-011.000-008  
Form: Temporary Sanitary Easement

Sheet 2 of 2

Containing 0.557 acres more or less.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on March 10, 2023.



DEED RECORD 275, PAGE 209

EASEMENT ACQUISITION ON PARCEL FROM  
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT  
0.391± ACRES

TEMPORARY EASEMENT  
0.557± ACRES

## EXHIBIT B

## PARCEL 4

OWNER: Karl & Nancy Schilling	CODE: NA
PROJECT: West Side Interceptor	ROAD: NA
COUNTY: Johnson	DES. NO.: NA
S/T/R: SEC. 26-T12N-R4E SEC. 27-T12N-R4E	DRAWN BY: JAC
	CHECKED BY: DJS

N.E. CORNER N.E.1/4  
SECTION 27-T12N-R4E

S.E.1/4 SECTION 22-T12N-R4E

20' PERMANENT  
SANITARY SEWER  
EASEMENT

SECTION LINE

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Project: Franklin Westside Interceptor  
Key Nos.: 41-08-27-011-001.000-008 &  
41-08-26-022-011.000-008

STATE OF *Indiana* )  
 )  
COUNTY OF *Johnson* )

## SANITARY SEWER EASEMENT

SS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, Karl F. Schilling and Nancy A. Schilling, husband and wife, (hereinafter referred to as "GRANTORS"), warrant to the City of Franklin, Indiana, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that GRANTORS 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 GRANTORS 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. 94004256 (DR 275, PG 209) and Recorded on 02/18/1994

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 GRANTORS, 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 Grantors' 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 Grantors' knowledge, the Easement Area and the adjoining land of Grantors' Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.
5. Grantors 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 Grantors' 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 Grantors' 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 Grantors, satisfactorily repair any damage, Grantors 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. Grantors shall have the right to use the Easement Area and the adjoining land of Grantors' 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, Grantors 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. Grantors warrant that it has the necessary authority and title to Grantors' 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 Grantors 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, Grantors 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.

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

IN WITNESS WHEREOF, the said GRANTORS have hereunto affixed its name, this 14<sup>th</sup> day of November 2023.

By: Karl F. Schilling

Printed: Karl F. Schilling, husband

Title: owner

By: Nancy A. Schilling

Printed: Nancy A. Schilling, wife

Title: owner

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF JOHNSON                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Karl F. Schilling and Nancy A. Schilling, husband and wife 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 14<sup>th</sup> DAY OF November, 2023.



Gina M. Hansen

Notary Public

Printed: Gina M. Hansen

Resident of MARION County

Commission No. 687911

My Commission Expires: 9/8/2024

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the City of Franklin,  
Johnson County, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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 Tennell, Senior Planner*  
*City of Franklin*  
*Department of Planning & Engineering*  
*70 E. Monroe Street*  
*Franklin, IN 46131*

### **EXHIBIT "A"**

Project: Franklin – West Side Interceptor

Sheet 1 of 2

Parcel: 4

Key No: Parcel # 41-08-27-011-001.000-008, 41-08-26-022-011.000-008

Form: Permanent Sanitary Easement

Part of the Northwest Quarter of Section 26 and part of the Northeast Quarter of Section 27, all in Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Deed Record 275, Page 209 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 twenty foot (20') in uniform width, lying ten foot (10') wide on both sides of the following described centerline.

Beginning at Station 63+87.23 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office being on the north traveled way of Nineveh Road / Airport Road; said point on a non-tangent curve to the right having a central angle of 05 degrees 33 minutes 00 seconds and a radius of 500.00 feet, having a chord bearing of North 51 degrees 34 minutes 47 seconds West and a chord distance of 48.41 feet; thence northwesterly along said curve and said Line "A" 57.84 feet to Station 64+35.66 on Line "A"; thence South 88 degrees 49 minutes 13 seconds West 123.08 feet to Station 65+62.77 on Line "A"; thence continuing South 88 degrees 49 minutes 13 seconds West along Line "A" 138.01 feet to Station 67+00.78 on Line "A"; thence South 88 degrees 26 minutes 33 seconds West along Line "A" 542.54 feet to Station 72+43.32 on Line "A" and west line of said Deed Record 275, Page 209 being the terminus of this described centerline.

The side lines of said twenty foot (20') easement to be extended or shortened to meet at the boundaries of said Deed Record 275, Page 209 and the traveled way of Nineveh Road / Airport Road.

**EXHIBIT "A"**

Project: Franklin – West Side Interceptor  
Parcel: 4  
Key No: Parcel # 41-08-27-011-001.000-008, 41-08-26-022-011.000-008  
Form: Permanent Sanitary Easement

Sheet 2 of 2

Containing 0.391 acres more or less.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on March 10, 2023.

A handwritten signature in black ink, appearing to read 'D. Smithers', is written over a horizontal line.

DEED RECORD 275, PAGE 209

EASEMENT ACQUISITION ON PARCEL FROM  
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT  
0.391± ACRES

TEMPORARY EASEMENT  
0.557± ACRES

## EXHIBIT B

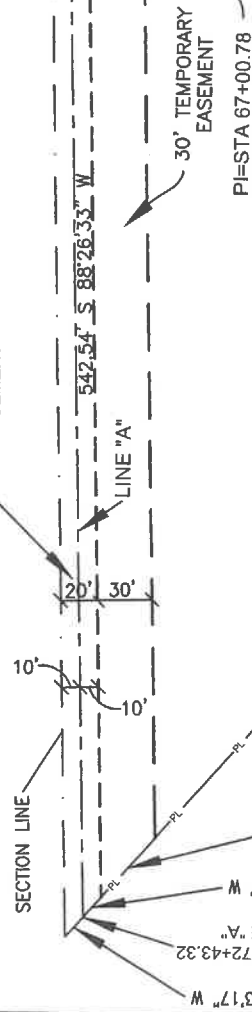
## PARCEL 4

OWNER: Karl & Nancy Schilling	CODE: NA
PROJECT: West Side Interceptor	ROAD: NA
COUNTY: Johnson	S/T/R SEC. 26-T12N-R4E SEC. 27-T12N-R4E
	DRAWN BY: JAC
	CHECKED BY: DIS

N.E. CORNER N.E.1/4  
SECTION 27-T12N-R4E

S.E.1/4 SECTION 22-T12N-R4E

20' PERMANENT  
SANITARY SEWER  
EASEMENT



KARL F. & NANCY A.  
SCHILLING  
DEED RECORD 275, PAGE 209  
PARCEL  
41-08-27-011-001.000-008

N.E.1/4 SECTION 27-T12N-R4E

### CURVE NO. 1

Delta: 05°33'00"  
Chord Bearing: N 51°34'47" W  
Chord: 48.41'  
Tangent: 24.24'  
Radius: 500.00'  
Length: 57.84'  
PI STA 64+10.46



POINT OF BEGINNING  
STATION 63+87.23  
LINE "A"

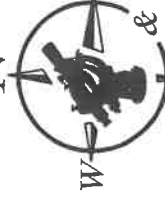
EDGE OF PAVEMENT

KARL F. & NANCY A.  
SCHILLING  
DEED RECORD 275, PAGE 209  
PARCEL  
41-08-26-022-011.000-008

N.W.1/4 SECTION 26-T12N-R4E

PREPARED FOR CITY OF FRANKLIN  
BY:

**NORTHPOINTE**



SCALE: 1"=100'



**SURVEYING, Inc.**

6125 South East Street, Suite "B"  
Indianapolis, Indiana 46227-2147  
Office - 317-884-3020  
www.npesindy.com