

**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.

Date Submitted:	January 9, 2024	Meeting Date:	January 17, 2024
Contact Information:			
Requested by:	Joanna Tennell		
On Behalf of Organization or Individual: Newkirk Square, LLC			
Telephone:	317-736-3631		
Email address:	jtennell@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Acceptance and execution of Sanitary Sewer Easement (Newkirk Square Townhomes)			
List Supporting Documentation Provided:			
1. Sanitary sewer easement			
Who will present the request?			
Name:	Joanna Tennell	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.

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, Newkirk Square, LLC (hereinafter referred to as "GRANTOR"), warrants to the City of Franklin, Indiana, 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, bargains, sells, transfers, dedicates, *and conveys 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 as shown on Exhibit "A" and "B"

Cross-referencing Instrument No. 2021-006807 Recorded on March 3, 2021

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 Grantor 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 Grantor does 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 Grantor 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 of 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 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 4th day of JANUARY 2024
By: [Signature]
Printed: A. TODD BEMIS
Title: MEMBER

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, A. Todd Bemis 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 4th DAY OF January, 2024

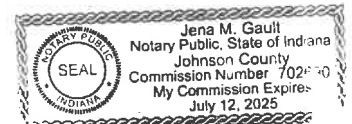
Jena M. Gault
Notary Public

Printed: Jena M. Gault

Resident of Johnson County

My Commission Expires:

July 12, 2025



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 Steve Barnett

Mayor Steve Barnett

Melissa L. Jones

Melissa L. Jones

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 _____

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

EXHIBIT "A"

SANITARY SEWER EASEMENT

PART OF LOTS 73 & 74 IN THE ORIGINAL PLAT OF FRANKLIN IN SECTION 14, TOWNSHIP 12 NORTH, RANGE 4 EAST, FRANKLIN TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID LOT 73; THENCE SOUTH 87 DEGREES 30 MINUTES 50 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 73 PER THE CERTIFIED BOUNDARY PERFORMED BY CROSSROAD ENGINEERS, PC DATED JANUARY 18, 2021 AND RECORDED AS INSTRUMENT NUMBER 2021-021573, A DISTANCE OF 64.32 FEET TO THE **PLACE OF BEGINNING**; THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST, A DISTANCE OF 86.57 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, A DISTANCE OF 85.72 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 73; THENCE NORTH 87 DEGREES 30 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 73, A DISTANCE OF 20.02 TO THE **PLACE OF BEGINNING**.

CONTAINING 0.040 ACRES, MORE OR LESS.

I, GEORGE W. CHARLES, II, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION PREPARED FROM A CERTIFIED BOUNDARY SURVEY "WAYNE STREET TOWNHOMES" PREPARED BY CROSSROAD ENGINEERS, PC DATED JANUARY 18, 2021 AND RECORDED AS INSTRUMENT NUMBER 2021-021573. THE EASEMENT IS SUBJECT TO ANY OVERLAPS, GAPS, OR OTHER INCONSISTENCIES THAT A SURVEY MIGHT REVEAL.



A handwritten signature in cursive script that reads "G. W. Charles II".

GEORGE W. CHARLES, II
INDIANA LAND SURVEYOR
NO. LS 20800117

PREPARED BY:



