

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:	June 26, 2015	Requested Meeting Date:	July 6, 2015
		Confirmed Meeting Date:	July 6, 2015
Received by:			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:		Arbor Homes	
Name:	Bruce Fagan	Telephone:	317-842-1875 ext. 136
Title or Position:	Land Development Manager		
E-Mail:	brucef@ArborHomesLLC.com		
Address:	6626 East 75th Street, Ste 400		
City:	Indianapolis	State:	IN
ZIP:	46250		
Who will attend the meeting and present the request?			
Name:	Joanna Myers	Telephone:	317-736-3631
Title or Position:	Senior Planner		
E-Mail:	jmyers@franklin.in.gov		
Please describe the purpose or title of your presentation.			
Approval and execution of platover easements related to Heritage, Section 6 (PC 2015-07).			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Drainage Easement and Right-of-Way (east - pond)			
2. Drainage Easement and Right-of-Way (west of Lot 565)			
3.			
4.			

DRAINAGE 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 Drainage 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

drainage 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 drainage 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.

By: [Signature] Executed this 2nd day of June, 2015.

Printed: J. Brian Mann

Title: Manager, Heritage Brookhaven Development, LLC

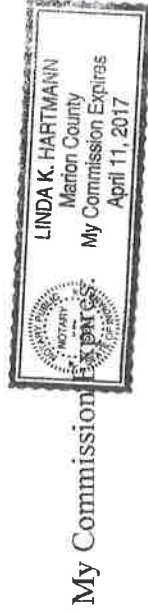
STATE OF INDIANA)
Marion) SS:
COUNTY OF JOHNSON)

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 3 DAY OF June, 2015.

[Signature]
Notary Public

Printed: _____
Resident of _____ County



INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2015.

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:

Janet P. Alexander, 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: _____



THE SCHNEIDER CORPORATION

Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216-1037
Telephone: 317.826.7100
Fax: 317.826.7200
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Landscape Architecture
Transportation Engineering

EXHIBIT "A"


Legal Description:

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 Northwest corner of the Northwest Quarter of Section 12, Township 12 North, Range 4 East; thence South 00 degrees 15 minutes 58 seconds East (plat bearing, Heritage Section 3) along the West Line of the Northwest Quarter of said Section 12 a distance of 316.39 feet to the Northwest corner of Heritage Section 3, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument Number 2005-28486 in Plat Book D, Page 603 A-F in the Office of the Recorder of Johnson County, Indiana, (the following fifteen (15) courses being along the northerly lines thereof); (1) North 89 degrees 44 minutes 02 seconds East 40.00 feet; (2) North 90 degrees 00 minutes 00 seconds East 173.85 feet to a point on a non-tangent curve to the left having a radius of 225.00 feet, the radius point of which bears North 51 degrees 24 minutes 18 seconds East; (3) southeasterly along said curve an arc distance of 7.00 feet to a point which bears South 49 degrees 37 minutes 22 seconds West from said radius point; (4) North 49 degrees 52 minutes 12 seconds East 50.00 feet to a point on a non-tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 49 degrees 33 minutes 08 seconds East; (5) southeasterly and easterly along said curve an arc distance of 19.64 feet to a point of reverse curvature having a radius of 225.00 feet, the radius point of which bears South 30 degrees 50 minutes 24 seconds East; (6) easterly along said curve an arc distance of 121.11 to a point which bears North 00 degrees 00 minutes 00 seconds East from said radius point; (7) North 90 degrees 00 minutes 00 seconds East 41.00 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 00 degrees 00 minutes 00 seconds East; (8) easterly, northeasterly and northerly along said curve an arc distance of 21.99 feet to a point which bears North 90 degrees 00 minutes 00 seconds East from said radius point; (9) North 90 degrees 00 minutes 00 seconds East 50.00 feet to a point on a non-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; (10) southerly, southeasterly and easterly along said curve an arc distance of 21.99 feet to a point which bears South 00 degrees 00 minutes 00 seconds West from said radius point; (11) North 90 degrees 00 minutes 00 seconds East 202.00 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 00 degrees 00 minutes 00 seconds East; (12) easterly, northeasterly and northerly along said curve an arc distance of 21.99 feet to a point which bears North 90 degrees 00 minutes 00 seconds East from said radius point; (13) North 90 degrees 00 minutes 00 seconds East 50.00 feet to a point on a non-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; (14) southerly, southeasterly and easterly along said curve an arc distance of 21.99 feet to a point which bears South 00 degrees 00 minutes 00 seconds West from said radius point; (15) North 90 degrees 00 minutes 00 seconds East 106.00 feet to the Southwest corner of Heritage Section 5, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument Number 2014-025895 in Plat Book E, Page 158 A and B in the Office of the Recorder of Johnson County, Indiana, (the following four (4) courses being along the westerly and northerly lines thereof); (1) North 00 degrees 00 minutes 00 seconds East 935.00 feet; (2) North 90 degrees 00 minutes 00 seconds East 170.00 feet; (3) South 00 degrees 00 minutes 00 seconds West 52.38 feet; (4) North 90 degrees 00 minutes 00 seconds East 110.08 feet to the POINT OF BEGINNING; thence continuing North 90 degrees 00 minutes 00 seconds East 198.16 feet to an east line of the 204.188 acre tract of land described in an ALTA Land Title Survey by The Schneider Corp. certified by James M. Mulryan, dated April 15, 2003, under job no. 4569.001 and recorded as Instrument Number 2003-040139 in said Recorder's Office; thence along said east line South 00 degrees 01 minutes 57 seconds West 272.31 feet to a point on a northerly line of aforesaid Heritage Section 3; thence along said northerly line North 89 degrees 58 minutes 03 seconds West 198.03 feet to the east line of said Heritage Section 5; thence along said east line North 00 degrees 00 minutes 20 seconds East 272.20 feet to the Point of Beginning.

Containing 1.24 acres, more or less.

The above description prepared by:


Claude M. Quillen
Registered Land Surveyor #20200002
April 27, 2015



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.
Claude M. Quillen

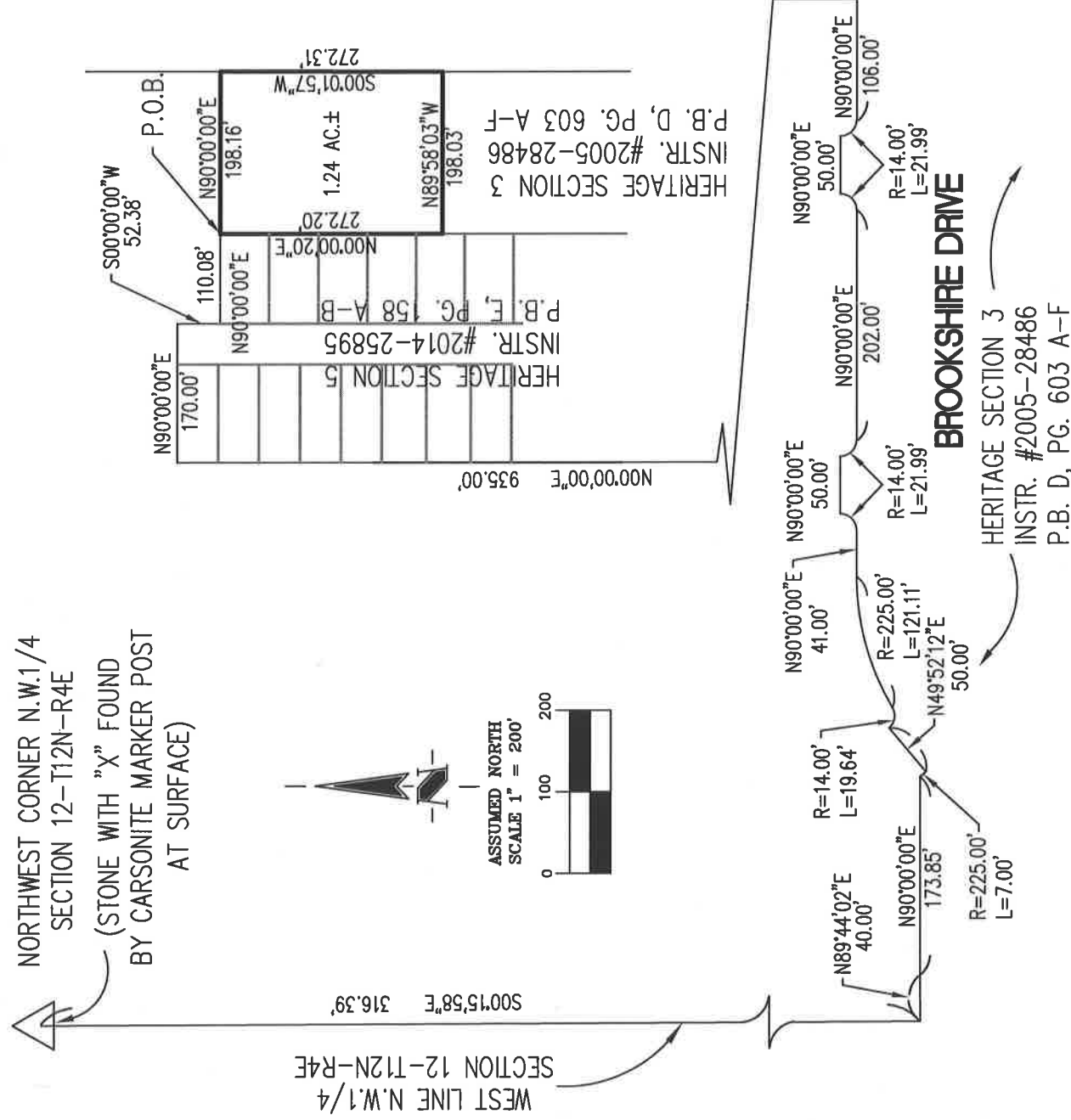
T: \\4k\\4569\\600\\dwgs\\4569600E.dwg CMQ 4/27/2015
sec6-pond-exh-1



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Land Surveying
Landscape Architecture
Transportation Engineering

EXHIBIT "A"



DRAINAGE 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. 2015-013525

Deed Book --- Page --- Recorded on 6/18/15

With the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove Drainage 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

drainage 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 drainage 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.

By: [Signature] Executed this 22nd day of June, 2015.

Printed: Arthur A. Rector

Title: President

STATE OF INDIANA)
COUNTY OF ~~JOHNSON~~ MARION) SS:


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 22nd DAY OF June, 2015.

[Signature]
Notary Public
Printed: Lante McElroy
Resident of Marion County

My Commission Expires:
01/15/2022

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2015.

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:

Janet P. Alexander, 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: _____



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Home Builder Services
Interior Design
Land Surveying
Landscape Architecture
Transportation Engineering

EXHIBIT "A"

Land Description

Part of the Northwest Quarter of Section 12, Township 12 North, Range 4 East of the Second Principal Meridian, in Johnson County, Indiana, being more particularly described as follows:

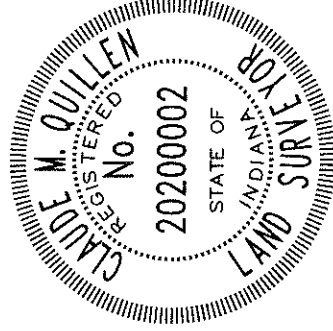
Commencing at the Northwest corner of the Northwest Quarter of said Section 12; thence South 00 degrees 15 minutes 58 seconds East (plat bearing, Heritage Section 3) along the West Line of the Northwest Quarter of said Section 12 a distance of 316.39 feet to the Northwest corner of said Heritage Section 3, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument Number 2005-28486 in Plat Book D, Page 603 A-F in the Office of the Recorder of Johnson County, Indiana, (the following eleven (11) courses being along the northerly lines thereof); (1) North 89 degrees 44 minutes 02 seconds East 40.00 feet; (2) North 90 degrees 00 minutes 00 seconds East 173.85 feet to a point on a non-tangent curve to the left having a radius of 225.00 feet, the radius point of which bears North 51 degrees 24 minutes 18 seconds East; (3) southeasterly along said curve an arc distance of 7.00 feet to a point which bears South 49 degrees 37 minutes 22 seconds West from said radius point; (4) North 49 degrees 52 minutes 12 seconds East 50.00 feet to a point on a non-tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 49 degrees 33 minutes 08 seconds East; (5) southeasterly and easterly along said curve an arc distance of 19.64 feet to a point of reverse curvature having a radius of 225.00 feet, the radius point of which bears South 30 degrees 50 minutes 24 seconds East; (6) easterly along said curve an arc distance of 121.11 feet to a point which bears North 00 degrees 00 minutes 00 seconds East from said radius point; (7) North 90 degrees 00 minutes 00 seconds East 41.00 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 00 degrees 00 minutes 00 seconds East; (8) easterly, northeasterly and northerly along said curve an arc distance of 21.99 feet to a point which bears North 00 degrees 00 minutes 00 seconds East; (9) North 90 degrees 00 minutes 00 seconds East 50.00 feet to a point on a non-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; (10) southerly, southeasterly and easterly along said curve an arc distance of 21.99 feet to a point which bears South 00 degrees 00 minutes 00 seconds West from said radius point; (11) North 90 degrees 00 minutes 00 seconds East 51.00 feet; thence North 00 degrees 00 minutes 00 seconds West 108.20 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 00 minutes 00 seconds West 55.00 feet; thence North 90 degrees 00 minutes 00 seconds East 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East 55.00 feet; thence South 90 degrees 00 minutes 00 seconds West 50.00 feet to the Point of Beginning.

Containing 0.06 acres (2,750 square feet), more or less.

The above description prepared by:


Claude M. Quillen

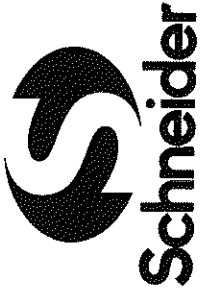
Registered Land Surveyor #20200002
April 27, 2015



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.

Claude M. Quillen

T:\4k\4569\600\dwgs\4569600E.dwg CMQ 4/27/2015
sec6-DE-exh-1



THE SCHNEIDER CORPORATION
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Indianapolis, IN 46216-1037
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EXHIBIT "A"

