

**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>   | May 19, 2021                            | <b>Meeting Date:</b> | June 7, 2021 |
| <b>Contact Information:</b>  |   |                      |              |
| <b>Requested by:</b>   | Mark Richards                           |                      |              |
| <b>On Behalf of Organization or Individual:</b> Department of Planning & Engineering |   |                      |              |
| <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>   |   |                      |              |
| Acceptance of Sanitary Sewer Easements, Parcels 5, 6, & 7, East Interceptor Project  |   |                      |              |
| <b>List Supporting Documentation Provided:</b>                                       |   |                      |              |
| Grants of Easement, Parcels 5, 6, & 7  |   |                      |              |
| <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 Interceptor

Key Nos.: 41-07-20-013-003.000-017, 41-07-20-013-005.000-017,  
41-07-20-012-002.000-017, 41-07-20-042-007.001-017

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, Carol Mitchell Davis and Mark S. Davis, wife and husband, (hereinafter referred to as "GRANTORS"), warrant to the City of Franklin, Indiana, 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, 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 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 Nos. 2011-008593, 2001-008596, 2011-008595, 2003-010830, & 2007-016008 Recorded on 5/5/2011, 5/6/2011, 5/6/2011, 2/13/2003, & 6/27/2007

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 Grantors 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). Any damages resultant of the use of these driveways, lanes and from public roads will be the responsibility of the Grantee to address as outlined in subsequent paragraphs.
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. 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 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 ensure that the Permanent Easement area is sufficient in space to accommodate all operating and maintenance requirements to include access, staging soil, staging construction materials and staging and operation of equipment and vehicles in executing the subject sewer's construction (construction activities include use of the additional Temporary Easement provided as a separate document, said Temporary Easement shall expire at the completion of construction) and operation. Any additional requirements for adjoining Grantor's property will be brought to the Grantor's attention for additional contracting consideration. Any future requirements to support reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities that cannot be accomplished within the footprint of the Easement Area will be negotiated for contracting of an appropriate Temporary Easement to accomplish the task required at that time.
7. 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. This will include all ingress and egress routes and tracks from public roads via driveways, lanes, and over land to the Permanent Easement area. Since the majority of the land area is agricultural the Grantee will attempt to minimize any damage to planted crops. The sum of \$1,200.00 per tillable acre shall be used to compute any crop damage to include in the permanent Easement area. Grantor shall be required to provide actual documentation to Grantee with respect to any such damage. Additionally, any delay of planting or harvest by construction and/or construction delays to the detriment of crop production will likewise be noted, documented and claims submitted. The Grantee will reimburse the Grantor for crop and/or production damages within 60 days of receipt of claim. 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. Grantee will in the course of trenching and construction of the sewer, repair any cut, break or damage to any existing tile, hose or pipe field drainage systems ensuring their continued effective operation. {note - new paragraph. I think that this needs to be outlined in the provisions.}
9. Grantor will ensure that all components of the sanitary sewer system being constructed will be buried at a sufficient depth that will allow normal agricultural surface and subsurface activity (planting, discing, ploughing and harvesting) to be conducted within the Easement area. {Note new paragraph - the expectation is that this ground can continue to be used for agricultural purposes. Nobody has been able to give me a solid answer on this so best have outlined in provisions,}
10. 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.
11. 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.
12. 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.
13. 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 of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.
14. The Grantee will ensure that during the process of sewer construction and any and all subsequent maintaining, reconstructing, repairing, replacing, relocating, adding to, modifying or removing the Facilities, the Grantor, Grantor's agents and farm contractors will have trafficable access to grounds adjacent to the Easement area for any and all agricultural purposes (planting, ploughing, discing, spraying, fertilizing, harvesting). This applies in all areas adjacent to the Easement but most specifically applies to agricultural ground located between the eastern border of the Easement/Temporary Easement areas and the Amity Ditch."

The undersigned person 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 15<sup>th</sup> day of April 2021.

By: Carol Mitchell Davis By: Mark S. Davis

Printed: Carol Mitchell Davis, wife

Printed: Mark S. Davis, husband

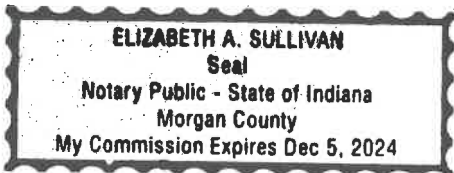
Title: owner

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, Carol Mitchell Davis and Mark S. Davis, 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 15<sup>th</sup> DAY OF April, 2021.



Elizabeth A. Sullivan  
Notary Public  
Printed: ELIZABETH A. SULLIVAN  
Resident of Morgan County  
Commission No. 692654

My Commission Expires:  
DECEMBER 5, 2024

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the City of Franklin,  
Johnson County, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

## **EXHIBIT "A"**

**OWNER:** Carol Mitchel Davis and Mark S. Davis

**DEED RECORD:** Instrument Number 2011-008593, 2011-008596, & 2011-008595

**JOHNSON COUNTY PARCEL NUMBER:** 41-07-20-013-003.000-017, 41-07-20-013-005.000-017, & 41-07-20-012-002.000-017

### **PERMANENT EASEMENT**

A part of the east half of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a 8 inch by 8 inch wood post found marking the northwest corner of said half quarter section, labeled point 364 on the Location Control Route Survey and called for in a recorded survey by Weihe Engineers as Instrument Number 2019-002505 in the Office of the Recorder of Johnson County, Indiana; thence South 00 degrees 10 minutes 38 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the west line of said half quarter section, a distance of 679.80 feet to the northwesterly corner of a 11.00 acres tract of land as described in Instrument Number 2011-008595 in said recorder's office; thence North 88 degrees 40 minutes 38 seconds East, along the northerly boundary of said 11.00 acre tract, a distance of 585.24 feet to the POINT OF BEGINNING of this description; thence continuing North 88 degrees 40 minutes 38 seconds East, along said northerly line, a distance of 30.00 feet; thence South 01 degrees 33 minutes 27 seconds East, a distance of 468.76 feet; thence South 08 degrees 51 minutes 08 seconds East, a distance of 497.78 feet; thence South 26 degrees 50 minutes 52 seconds East, a distance of 200.10 feet; thence South 65 degrees 37 minutes 30 seconds East, a distance of 504.00 feet; thence South 06 degrees 54 minutes 36 seconds West, a distance of 509.56 feet; thence South 19 degrees 26 minutes 29 seconds West, a distance of 270.25 feet; thence South 08 degrees 19 minutes 47 seconds East, a distance of 471.50 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 98.88 feet to the center of County Road 50 South (formerly Runkle Gravel Road), and being the southerly boundary of a 61.77 acre tract of land as described in Instrument Number 2011-008593 in the office of said recorder; thence North 89 degrees 19 minutes 00 seconds West, along said southerly boundary, a distance of 31.62 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 91.34 feet; thence North 08 degrees 19 minutes 47 seconds West, a distance of 481.39 feet; thence North 19 degrees 26 minutes 29 seconds East, a distance of 274.37 feet; thence North 06 degrees 54 minutes 36 seconds East, a distance of 484.26 feet; thence North 65 degrees 37 minutes 30 seconds West, a distance of 492.54 feet; thence North 26 degrees 50 minutes 52 seconds West, a distance of 215.41 feet; thence North 08 degrees 51 minutes 08 seconds West, a distance of 504.44 feet; thence North 01 degrees 33 minutes 27 seconds West, a distance of 470.77 feet to the point of beginning. Containing 2.078 acres (90,530 square feet), more or less. Subject to all legal highways, rights of ways, easements, and restrictions of record.

### **TEMPORARY CONSTRUCTION EASEMENT**

A part of the east half of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a 8 inch by 8 inch wood post found marking the northwest corner of said half quarter section, labeled point 364 on the Location Control Route Survey and called for in a recorded survey by Weihe Engineers as Instrument Number 2019-002505 in the Office of the Recorder of Johnson County, Indiana; thence South 00 degrees 10 minutes 38 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the west line of said half quarter section, a

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J:\Franklin\Projects\220819 Franklin Eastside Interceptor\48-001 Easements\C Desc\Carol Mitchel Davis and Mark S. Davis easement

distance of 679.80 feet to the northwesterly corner of a 11.00 acres tract of land as described in Instrument Number 2011-008595 in said recorder's office; thence North 88 degrees 40 minutes 38 seconds East, along the northerly boundary of said 11.00 acre tract, a distance of 555.24 feet to the POINT OF BEGINNING of this description; thence continuing North 88 degrees 40 minutes 38 seconds East, along said northerly line, a distance of 30.00 feet; thence South 01 degrees 33 minutes 27 seconds East, a distance of 470.77 feet; thence South 08 degrees 51 minutes 08 seconds East, a distance of 504.44 feet; thence South 26 degrees 50 minutes 52 seconds East, a distance of 215.41 feet; thence South 65 degrees 37 minutes 30 seconds East, a distance of 492.54 feet; thence South 06 degrees 54 minutes 36 seconds West, a distance of 484.26 feet; thence South 19 degrees 26 minutes 29 seconds West, a distance of 274.37 feet; thence South 08 degrees 19 minutes 47 seconds East, a distance of 481.39 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 91.34 feet to the center of County Road 50 South (formerly Runkle Gravel Road), and being the southerly boundary of a 61.77 acre tract of land as described in Instrument Number 2011-008593 in the office of said recorder; thence North 89 degrees 19 minutes 00 seconds West, along said southerly boundary, a distance of 31.62 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 83.81 feet; thence North 08 degrees 19 minutes 47 seconds West, a distance of 491.28 feet; thence North 19 degrees 26 minutes 29 seconds East, a distance of 278.50 feet; thence North 06 degrees 54 minutes 36 seconds East, a distance of 458.95 feet; thence North 65 degrees 37 minutes 30 seconds West, a distance of 481.09 feet; thence North 26 degrees 50 minutes 52 seconds West, a distance of 230.71 feet; thence North 08 degrees 51 minutes 08 seconds West, a distance of 511.10 feet; thence North 01 degrees 33 minutes 27 seconds West, a distance of 472.79 feet to the point of beginning. Containing 2.074 acres (90,342 square feet), more or less. Subject to all legal highways, rights of ways, easements, and restrictions of record.

#### SURVEYOR'S STATEMENT

To the best of my knowledge, information, and belief, this plat and description, together with the Location Control Route Survey Plat, recorded September 2, 2020, as Instrument Number 2020-023961 in the Office of the Recorder of Johnson County, Indiana (incorporated and made a part hereof by reference), comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1 – 12 (Rule 12).

DATE: August 20, 2020

*Ronald L. Nolan*

Ronald L. Nolan

Registered Land Surveyor SO 439

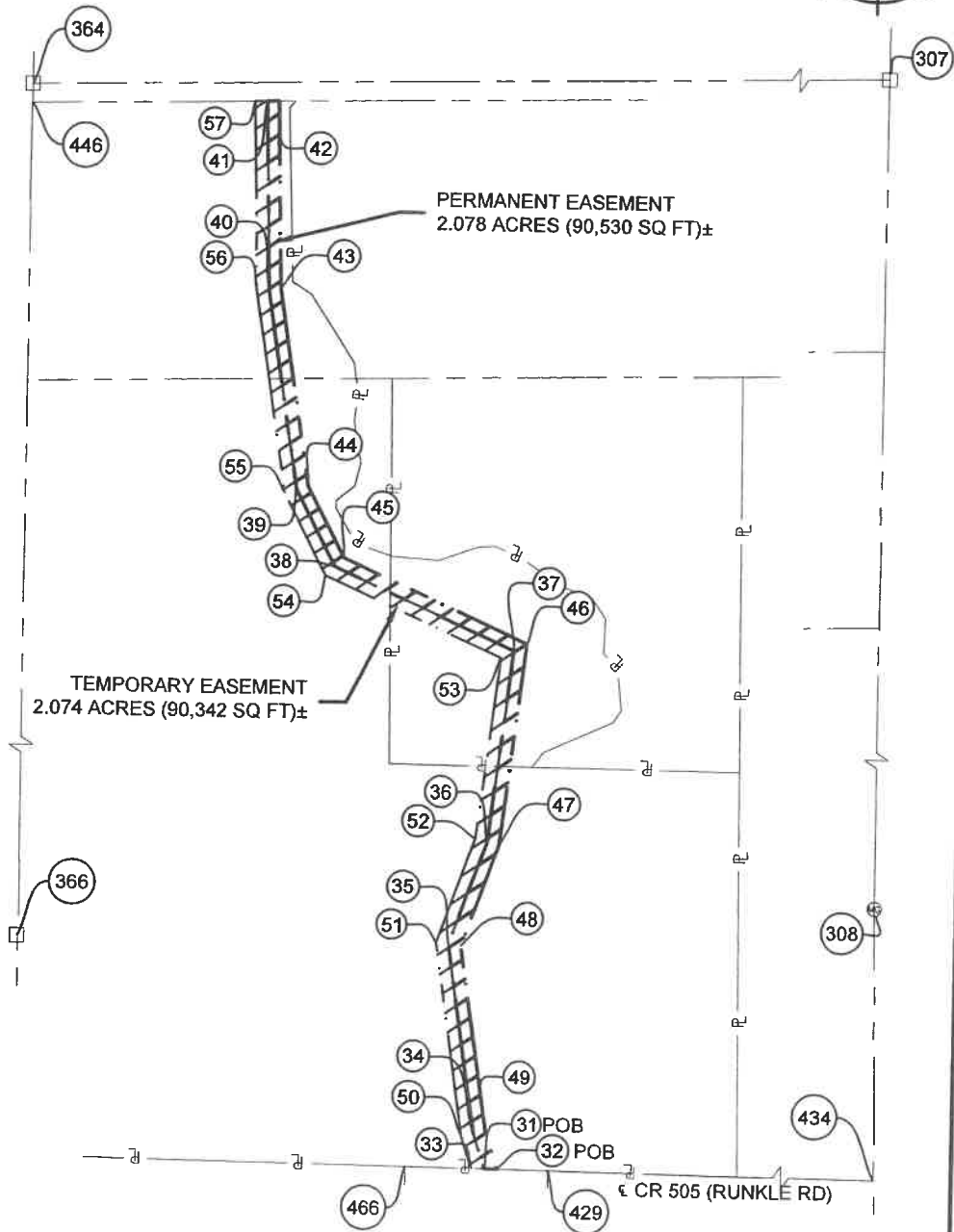


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# EXHIBIT "B"



Drawing: J:\Franklin\Projects\220819 Franklin Eastside Interceptor\CAD\DWG\Exhibit\Exhibit220819-PEA.dwg | Layout: PARCEL 44 | Plotter: 002420 @ 07.26.09 | User: Jason Walker

|                |            |             |
|----------------|------------|-------------|
| DRAWN BY       | CHECKED BY | APPROVED BY |
| JRW            | JWN        | RLN         |
| DRAWING SCALE  |            |             |
| 1"=350'        |            |             |
| PROJECT NUMBER |            |             |
| 220819-48-001  |            |             |

**W**  
**WESSLER**  
ENGINEERING  
*More than a Project™*

**EXHIBIT "B"**  
PREPARED FOR:  
CITY OF FRANKLIN  
**PERMANENT & TEMPORARY EASEMENT**  
**OWNER: DAVIS CAROL MITCHELL & MARK S**

CURRENT SHEET NO.  
**3**  
TOTAL SHEETS  
**6**

# EXHIBIT "B" (CONT)

| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 31              | 1537945.01 | 235641.22 |
| 32              | 1537944.64 | 235672.84 |
| 33              | 1537945.39 | 235609.60 |
| 34              | 1538032.00 | 235613.35 |
| 35              | 1538508.32 | 235543.61 |
| 36              | 1538767.05 | 235634.94 |
| 37              | 1539247.79 | 235693.20 |
| 38              | 1539451.06 | 235244.56 |
| 39              | 1539643.25 | 235147.28 |
| 40              | 1540141.68 | 235069.65 |
| 41              | 1540612.28 | 235056.86 |
| 42              | 1540612.99 | 235086.85 |
| 43              | 1540144.41 | 235099.59 |
| 44              | 1539652.56 | 235176.19 |
| 45              | 1539474.03 | 235266.56 |
| 46              | 1539266.03 | 235725.63 |
| 47              | 1538760.17 | 235664.32 |
| 48              | 1538505.33 | 235574.37 |

| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 49              | 1538038.80 | 235642.68 |
| 50              | 1538025.21 | 235584.03 |
| 51              | 1538511.31 | 235512.86 |
| 52              | 1538773.93 | 235605.55 |
| 53              | 1539229.55 | 235660.77 |
| 54              | 1539428.10 | 235222.56 |
| 55              | 1539633.94 | 235118.37 |
| 56              | 1540138.95 | 235039.71 |
| 57              | 1540611.57 | 235026.86 |
| 307             | 1541339.64 | 237124.31 |
| 308             | 1538609.82 | 237126.84 |
| 364             | 1541278.24 | 234473.89 |
| 366             | 1538529.60 | 234465.38 |
| 429             | 1537943.12 | 235799.91 |
| 434             | 1537927.18 | 237136.03 |
| 446             | 1540598.45 | 234471.78 |
| 466             | 1537947.35 | 235444.94 |

Drawing: J:\Franklin\Projects\220819 Franklin Easement\DWG\Exhibit\ExhibitB.dwg | Layout: PARCEL 4.2 | Plotted: 09/24/20 @ 07:24:50 | User: Jason Walker

| DRAWN BY       | CHECKED BY | APPROVED BY |
|----------------|------------|-------------|
| JRW            | JWN        | RLN         |
| DRAWING SCALE  |            |             |
|                |            |             |
| PROJECT NUMBER |            |             |
| 220819-48-001  |            |             |



| EXHIBIT "B"  |  |
|--|--|
| PREPARED FOR:<br>CITY OF FRANKLIN                                      |  |
| PERMANENT & TEMPORARY EASEMENT<br>OWNER: DAVIS CAROL MITCHELL & MARK S |  |


| CURRENT SHEET NO. |
|-------------------|
| 4                 |
| TOTAL SHEETS      |
| 6                 |

# EXHIBIT "B" (CONT)

| PERMANENT EASEMENT |          |             |          |
|--------------------|----------|-------------|----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE |
| 364                | 446      | S00°10'38"W | 679.80'  |
| 446                | 41 (POB) | N88°40'38"E | 585.24'  |
| 41 (POB)           | 42       | N88°38'43"E | 30.00'   |
| 42                 | 43       | S01°33'27"E | 468.76'  |
| 43                 | 44       | S08°51'08"E | 497.78'  |
| 44                 | 45       | S26°50'52"E | 200.10'  |
| 45                 | 46       | S65°37'30"E | 504.00'  |
| 46                 | 47       | S06°54'36"W | 509.56'  |
| 47                 | 48       | S19°26'29"W | 270.25'  |
| 48                 | 49       | S08°19'47"E | 471.50'  |
| 49                 | 32       | S17°45'43"E | 98.88'   |
| 32                 | 31       | N89°19'00"W | 31.62'   |
| 31                 | 34       | N17°45'43"W | 91.34'   |
| 34                 | 35       | N8°19'47"W  | 481.39'  |
| 35                 | 36       | N19°26'29"E | 274.37'  |
| 36                 | 37       | N06°54'36"E | 484.26'  |
| 37                 | 38       | N65°37'30"W | 492.54'  |
| 38                 | 39       | N26°50'52"W | 215.41'  |
| 39                 | 40       | N08°51'08"W | 504.44'  |
| 40                 | 41 (POB) | N01°33'27"W | 470.77'  |

\* FOR POINTS 307, 308, 364, 366, 429, 434, AND 466 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawing: J:\Franklin\Projects\220819 Franklin Easement\220819-48.dwg | Layout: PARCEL.dwg | Plotted: 09/24/20 @ 07:24:50 | User: Jason Walker


|  |                          |                           |   |  |  |
|--|--------------------------|---------------------------|---|--|--|
| DRAWN BY<br><b>JRW</b>                 | CHECKED BY<br><b>JWN</b> | APPROVED BY<br><b>RLN</b> | <br><b>WESSLER</b><br>ENGINEERING<br><i>More than a Project™</i> | <b>EXHIBIT "B"</b>   | CURRENT SHEET NO.<br><div style="font-size: 2em; font-weight: bold;">5</div> |
| DRAWING SCALE                          |                          |                           |   | PREPARED FOR:<br>CITY OF FRANKLIN  | TOTAL SHEETS<br><div style="font-size: 2em; font-weight: bold;">6</div>      |
| PROJECT NUMBER<br><b>220819-48-001</b> |                          |                           |   | <b>PERMANENT &amp; TEMPORARY EASEMENT</b><br><b>OWNER: DAVIS CAROL MITCHELL &amp; MARK S</b> |  |

# EXHIBIT "B" (CONT)

| TEMPORARY EASEMENT |          |             |          |
|--------------------|----------|-------------|----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE |
| 364                | 446      | S00°10'38"W | 679.80'  |
| 446                | 57 (POB) | N88°38'43"E | 555.24'  |
| 57 (POB)           | 41       | N88°40'38"E | 30.00'   |
| 41                 | 40       | S01°33'27"E | 470.77'  |
| 40                 | 39       | S08°51'08"E | 504.44'  |
| 39                 | 38       | S26°50'52"E | 215.41'  |
| 38                 | 37       | S65°37'30"E | 492.54'  |
| 37                 | 36       | S06°54'36"W | 484.26'  |
| 36                 | 35       | S19°26'29"W | 274.37'  |
| 35                 | 34       | S08°19'47"E | 481.39'  |
| 34                 | 31       | S17°45'43"E | 91.34'   |
| 31                 | 33       | N89°19'00"W | 31.62'   |
| 33                 | 50       | N17°45'43"W | 83.81'   |
| 50                 | 51       | N08°19'47"W | 491.28'  |
| 51                 | 52       | N19°26'29"E | 278.50'  |
| 52                 | 53       | N06°54'36"E | 458.95'  |
| 53                 | 54       | N65°37'30"W | 481.09'  |
| 54                 | 55       | N26°50'52"W | 230.71'  |
| 55                 | 56       | N08°51'08"W | 511.10'  |
| 56                 | 57 (POB) | N1°33'27"W  | 472.79'  |

\* FOR POINTS 307, 308, 364, 366, 429, 434, AND 466 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawing: J:\Franklin\Projects\220819 Franklin Easement\Intersect\DWG\ExhibitB.dwg | Layout: PARCEL 44 | Plotted: 09/24/20 @ 07:26:51 | User: Jason Walker

|                |            |             |   |  |                   |
|----------------|------------|-------------|---|--|-------------------|
| DRAWN BY       | CHECKED BY | APPROVED BY | <div><br/><b>WESSLER</b><br/>ENGINEERING<br/><i>More than a Project™</i></div> | <b>EXHIBIT "B"</b>   | CURRENT SHEET NO. |
| JRW            | JWN        | RLN         |   | PREPARED FOR:<br>CITY OF FRANKLIN  | <b>6</b>          |
| DRAWING SCALE  |            |             |   | <b>PERMANENT &amp; TEMPORARY EASEMENT</b><br><b>OWNER: DAVIS CAROL MITCHELL &amp; MARK S</b> | TOTAL SHEETS      |
| PROJECT NUMBER |            |             |   |  | <b>6</b>          |
| 220819-48-001  |            |             |   |  |                   |

## EXHIBIT "A"

OWNER: Carol Mitchel Davis and Mark S. Davis

DEED RECORD: Instrument Number 2003-010830 & 2007-016008

JOHNSON COUNTY PARCEL NUMBER: 41-07-20-042-007.001-017

### PERMANENT EASEMENT

A part of the west half of the southeast quarter of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a stone found marking the southwest corner of said half quarter section, labeled point 311 on the Location Control Route Survey; thence North 00 degrees 20 minutes 49 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the east line of said half quarter section, a distance of 1,290.30 feet to the southerly line of a 20 acre parcel as described in Instrument Number 2003-010830 in the Office of the Recorder of Johnson County, Indiana; thence South 89 degrees 20 minutes 02 seconds West, along said southerly line, a distance of 54.93 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 20 minutes 02 seconds West, along said southerly line, a distance of 30.00 feet; thence North 00 degrees 19 minutes 12 second West, a distance of 2.59 feet; thence North 07 degrees 12 minutes 46 seconds East, a distance of 379.95 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 181.53 feet to the southerly line of a 1.01 acre exception in said Instrument Number 2003-010830 and being owner's northerly boundary; thence South 89 degrees 19 minutes 00 seconds East, along the southerly boundary of said 1.01 acre exception, a distance of 31.62 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 178.17 feet; thence South 07 degrees 12 minutes 46 seconds West, a distance of 384.62 feet; thence South 00 degrees 39 minutes 58 second East, a distance of 0.43 feet to the point of beginning. Containing 0.388 acres (16,909 square feet), more or less. Subject to all legal highways, rights of way, easements and restrictions of record.

### TEMPORARY CONSTRUCTION EASEMENT

A part of the west half of the southeast quarter of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a stone found marking the southwest corner of said half quarter section, labeled point 311 on the Location Control Route Survey; thence North 00 degrees 20 minutes 49 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the east line of said half quarter section, a distance of 1,290.30 feet to the southerly line of a 20 acre parcel as described in Instrument Number 2003-010830 in the Office of the Recorder of Johnson County, Indiana; thence South 89 degrees 20 minutes 02 seconds West, along said southerly line, a distance of

[Type here]

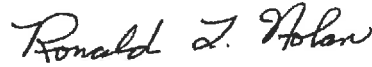
J:\Franklin\Projects\220819 Franklin Eastside Interceptor\48-001 Easements\C Desc \2.Carol Mitchel Davis etal easement

84.93 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 20 minutes 02 seconds West, along said southerly line, a distance of 30.00 feet; thence North 00 degrees 19 minutes 12 seconds West, a distance of 4.74 feet; thence North 07 degrees 12 minutes 46 seconds East, a distance of 375.28 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 184.89 feet to the southerly line of a 1.01 acre exception in said Instrument Number 2003-010830 and being owner's northerly boundary; thence South 89 degrees 19 minutes 00 seconds East, along the southerly boundary of said 1.01 acre exception, a distance of 31.62 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 181.53 feet; thence South 07 degrees 12 minutes 46 seconds West, a distance of 379.95 feet; thence South 00 degrees 19 minutes 12 seconds East, a distance of 2.59 feet to the point of beginning. Containing 0.389 acres (16,935 square feet), more or less. Subject to all legal highways, rights of way, easements and restrictions of record.

#### SURVEYOR'S STATEMENT

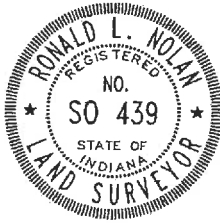
To the best of my knowledge, information, and belief, this plat and description, together with the Location Control Route Survey Plat, recorded September 2, 2020, as Instrument Number 2020-023961 in the Office of the Recorder of Johnson County, Indiana (incorporated and made a part hereof by reference), comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1 – 12 (Rule 12).

DATE: August 20, 2020



Ronald L. Nolan

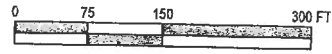
Registered Land Surveyor SO439



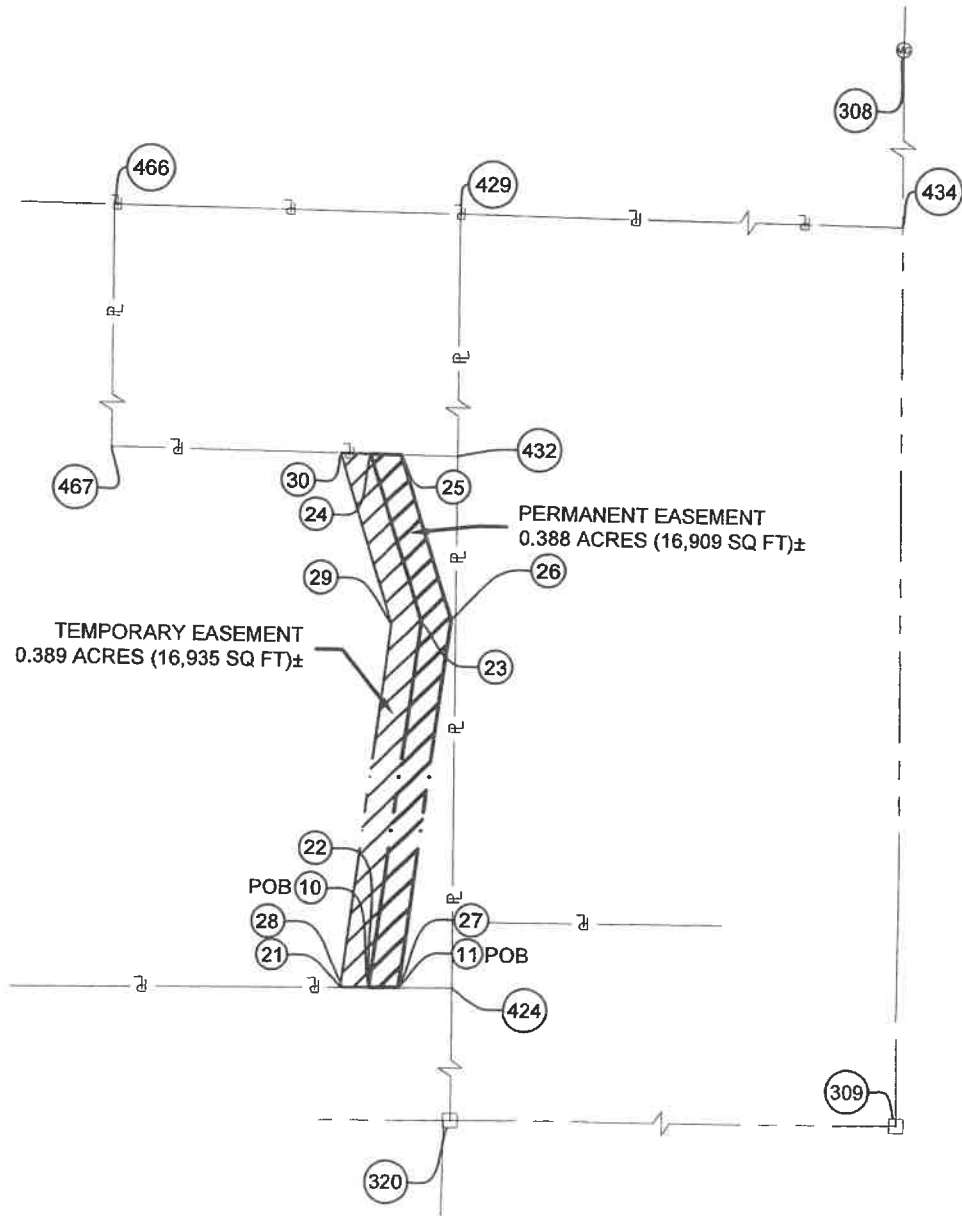
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J:\Franklin\Projects\220819 Franklin Eastside Interceptor\48-001 Easements\C Desc \2.Carol Mitchell Davis et al easement

# EXHIBIT "B"



1"=150'



Drawing: J:\Franklin\Projects\220819-Franklin-Easement\Interpretation\220819-ExhibitB.dwg | Layout: PARCEL 2-1 | Plotted: 06/24/20 @ 07:26:45 | User: Jason Walker

|                |            |             |
|----------------|------------|-------------|
| DRAWN BY       | CHECKED BY | APPROVED BY |
| JRW            | JWN        | RLN         |
| DRAWING SCALE  |            |             |
| 1"=150'        |            |             |
| PROJECT NUMBER |            |             |
| 220819-48-001  |            |             |



**EXHIBIT "B"**  
 PREPARED FOR:  
 CITY OF FRANKLIN  
**PERMANENT & TEMPORARY EASEMENT**  
**OWNER: DAVIS CAROL MITCHELL & MARK S**

CURRENT SHEET NO.  
**3**  
 TOTAL SHEETS  
**5**

# EXHIBIT "B" (CONT)


| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 10              | 1537171.75 | 235719.66 |
| 11              | 1537172.10 | 235749.65 |
| 21              | 1537171.40 | 235689.66 |
| 22              | 1537174.34 | 235719.64 |
| 23              | 1537551.28 | 235767.34 |
| 24              | 1537724.15 | 235711.97 |
| 25              | 1537723.78 | 235743.59 |
| 26              | 1537554.10 | 235797.94 |
| 27              | 1537172.53 | 235749.65 |
| 28              | 1537176.15 | 235689.63 |
| 29              | 1537548.45 | 235736.75 |

| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 30              | 1537724.53 | 235680.35 |
| 308             | 1538609.82 | 237126.84 |
| 309             | 1535899.77 | 237163.30 |
| 320             | 1535882.46 | 235812.39 |
| 424             | 1537172.74 | 235804.58 |
| 429             | 1537943.12 | 235799.91 |
| 432             | 1537723.09 | 235801.24 |
| 434             | 1537927.18 | 237136.03 |
| 466             | 1537947.35 | 235444.94 |
| 467             | 1537727.32 | 235446.27 |

| PERMANENT EASEMENT |          |             |           |
|--------------------|----------|-------------|-----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE  |
| 320                | 424      | N00°20'49"W | 1,290.30' |
| 424                | 11 (POB) | S89°20'02"W | 54.93'    |
| 11 (POB)           | 10       | S89°20'02"W | 30.00'    |
| 10                 | 22       | N00°19'12"W | 2.59'     |
| 22                 | 23       | N07°12'46"E | 379.95'   |
| 23                 | 24       | N17°45'43"W | 181.53'   |
| 24                 | 25       | S89°19'00"E | 31.62'    |
| 25                 | 26       | S17°45'43"E | 178.17'   |
| 26                 | 27       | S07°12'46"W | 384.62'   |
| 27                 | 11 (POB) | S0°19'12"E  | 0.43'     |

\* FOR POINTS 308, 309, 320, 424, 429, 466, AND 467 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawing: J:\Franklin\Projects\220819 Franklin Eastside Interceptor\CADD\DWG\External\Easement\220819-EA.dwg | Layout: PARCEL 2.d | Plotdate: 08/24/20 @ 07:26:48 | User: Jean Walker

|   |            |             |          |            |   |     |     |     |   |   |  |  |
|---|------------|-------------|----------|------------|---|-----|-----|-----|---|---|--|--|
| <table border="1"> <tr> <td>DRAWN BY</td> <td>CHECKED BY</td> <td>APPROVED BY</td> </tr> <tr> <td>JRW</td> <td>JWN</td> <td>RLN</td> </tr> </table> |            |             | DRAWN BY | CHECKED BY | APPROVED BY   | JRW | JWN | RLN |  <p><b>WESSLER</b><br/>ENGINEERING<br/><i>More than a Project™</i></p> | <b>EXHIBIT "B"</b><br>PREPARED FOR:<br>CITY OF FRANKLIN<br><b>PERMANENT &amp; TEMPORARY EASEMENT</b><br><b>OWNER: DAVIS CAROL MITCHELL &amp; MARK S</b> |  | CURRENT SHEET NO.<br><div style="font-size: 2em; font-weight: bold;">4</div> |
| DRAWN BY  | CHECKED BY | APPROVED BY |          |            |   |     |     |     |   |   |  |  |
| JRW   | JWN        | RLN         |          |            |   |     |     |     |   |   |  |  |
| DRAWING SCALE   |            |             |          |            |   |     |     |     |   |   |  |  |
| PROJECT NUMBER<br><b>220819-48-001</b>  |            |             |          |            | TOTAL SHEETS<br><div style="font-size: 2em; font-weight: bold;">5</div> |     |     |     |   |   |  |  |



# EXHIBIT "B" (CONT)

| TEMPORARY EASEMENT |          |             |           |
|--------------------|----------|-------------|-----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE  |
| 320                | 424      | N00°20'49"W | 1,290.30' |
| 424                | 10 (POB) | S89°20'02"W | 84.93'    |
| 10 (POB)           | 21       | S89°20'02"W | 30.00'    |
| 21                 | 28       | N00°19'12"W | 4.74'     |
| 28                 | 29       | N07°12'46"E | 375.28'   |
| 29                 | 30       | N17°45'43"W | 184.89'   |
| 30                 | 24       | S89°19'00"E | 31.62'    |
| 24                 | 23       | S17°45'43"E | 181.53'   |
| 23                 | 22       | S07°12'46"W | 379.95'   |
| 22                 | 10 (POB) | S0°19'12"E  | 2.59'     |

\* FOR POINTS 308, 309, 320, 424, 429, 466, AND 467 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawing: J:\Franklin\Projects\220819-Franklin-ExhibitEasement\220819-ELA.dwg | Layout: PARCEL 2-3 | Plotted: 06/24/20 @ 07:24:06 | User: Jason Walker

|                                 |            |             |             |  |                   |
|---------------------------------|------------|-------------|-------------|--|-------------------|
| DRAWN BY                        | CHECKED BY | APPROVED BY | <div></div> | EXHIBIT "B"  | CURRENT SHEET NO. |
| JRW                             | JWN        | RLN         |             | PREPARED FOR:<br>CITY OF FRANKLIN                                      | 5                 |
| DRAWING SCALE                   |            |             |             | PERMANENT & TEMPORARY EASEMENT<br>OWNER: DAVIS CAROL MITCHELL & MARK S | TOTAL SHEETS      |
| PROJECT NUMBER<br>220819-48-001 |            |             |             |  | 5                 |

Project: Franklin Interceptor  
Key Nos.: 41-07-20-013-003.000-017, 41-07-20-013-005.000-017,  
41-07-20-012-002.000-017, 41-07-20-042-007.001-017

STATE OF INDIANA                     )  
  )  
COUNTY OF JOHNSON                )               **TEMPORARY 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, Carol Mitchell Davis and Mark S. Davis, wife and husband, (hereinafter referred to as "GRANTORS"), Grant to the City of Franklin, Indiana, 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 Eastside 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 Nos. 2011-008593, 2001-008596, 2011-008595, 2003-010830, & 2007-016008 Recorded on 5/5/2011, 5/6/2011, 5/6/2011, 2/13/2003, & 6/27/2007

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.

Grantee shall ensure that the Temporary Easement Area is sufficient in space to accommodate all construction requirements to include staging dirt, staging construction materials and staging and operation of equipment and vehicles in executing the subject sewer's construction. Any additional requirements for adjoining Grantor's property will be brought to the Grantor's attention for additional contracting consideration. Any future requirements to support reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities that cannot be accomplished within the footprint of the Easement Area will be negotiated for contracting of an appropriate temporary easement to accomplish the task required at that time.

Any physical damage to the surface area of the Temporary 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. This will include all ingress and egress routes and tracks from public roads via driveways, lanes, and over land to the Temporary and Permanent Easement areas. Since the majority of the land area is agricultural the Grantee will attempt to minimize any damage to planted crops. The sum of \$1200.00 per tillable acre shall be used to compute any crop damage to include in the temporary and permanent Easement areas. Grantor shall be required to provide actual documentation to Grantee with respect to any such damage. Additionally, any delay of planting or harvest by construction and/or construction delays to the detriment of crop production will likewise be noted, documented and claims submitted. The Grantee will reimburse the Grantor for crop and/or production damages within 60 days of receipt of claim. In the event that Grantee does not, in the opinion of Grantors, satisfactorily repair any damage, or reimburse for damage Grantors must, within ninety (90) days after such damage occurs, file a formal claim for such damage with Grantee at 70 E. Monroe Street, Franklin, Indiana 46131.

The Grantee will ensure that during the process of sewer construction and any and all subsequent maintaining, reconstructing, repairing, replacing, relocating, adding to, modifying or removing the Facilities, the Grantor, Grantor's agents and farm contractors will have trafficable access to grounds adjacent to the Temporary Easement area for any and all agricultural purposes (planting, ploughing, discing, spraying, fertilizing, harvesting). This applies in all areas adjacent to the Easement but most specifically applies to agricultural ground located between the eastern border of the Easement/Temporary Easement areas and the Amity Ditch.

The undersigned person 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 15<sup>th</sup> day of April 2021.

By: Carol Mitchell Davis

By: Mark S. Davis

Printed: Carol Mitchell Davis, wife

Printed: Mark S. Davis, husband

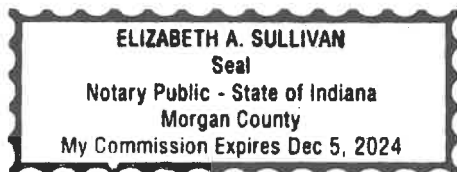
Title: owner

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, Carol Mitchell Davis and Mark S. Davis, 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 15<sup>th</sup> DAY OF April, 2021.



Elizabeth A. Sullivan  
Notary Public

Printed: Elizabeth A. Sullivan

Resident of Morgan County

Commission No. 692654

My Commission Expires:  
December 5, 2024

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

## **EXHIBIT "A"**

**OWNER:** Carol Mitchel Davis and Mark S. Davis

**DEED RECORD:** Instrument Number 2011-008593, 2011-008596, & 2011-008595

**JOHNSON COUNTY PARCEL NUMBER:** 41-07-20-013-003.000-017, 41-07-20-013-005.000-017, & 41-07-20-012-002.000-017

### **PERMANENT EASEMENT**

A part of the east half of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a 8 inch by 8 inch wood post found marking the northwest corner of said half quarter section, labeled point 364 on the Location Control Route Survey and called for in a recorded survey by Weihe Engineers as Instrument Number 2019-002505 in the Office of the Recorder of Johnson County, Indiana; thence South 00 degrees 10 minutes 38 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the west line of said half quarter section, a distance of 679.80 feet to the northwesterly corner of a 11.00 acres tract of land as described in Instrument Number 2011-008595 in said recorder's office; thence North 88 degrees 40 minutes 38 seconds East, along the northerly boundary of said 11.00 acre tract, a distance of 585.24 feet to the POINT OF BEGINNING of this description; thence continuing North 88 degrees 40 minutes 38 seconds East, along said northerly line, a distance of 30.00 feet; thence South 01 degrees 33 minutes 27 seconds East, a distance of 468.76 feet; thence South 08 degrees 51 minutes 08 seconds East, a distance of 497.78 feet; thence South 26 degrees 50 minutes 52 seconds East, a distance of 200.10 feet; thence South 65 degrees 37 minutes 30 seconds East, a distance of 504.00 feet; thence South 06 degrees 54 minutes 36 seconds West, a distance of 509.56 feet; thence South 19 degrees 26 minutes 29 seconds West, a distance of 270.25 feet; thence South 08 degrees 19 minutes 47 seconds East, a distance of 471.50 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 98.88 feet to the center of County Road 50 South (formerly Runkle Gravel Road), and being the southerly boundary of a 61.77 acre tract of land as described in Instrument Number 2011-008593 in the office of said recorder; thence North 89 degrees 19 minutes 00 seconds West, along said southerly boundary, a distance of 31.62 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 91.34 feet; thence North 08 degrees 19 minutes 47 seconds West, a distance of 481.39 feet; thence North 19 degrees 26 minutes 29 seconds East, a distance of 274.37 feet; thence North 06 degrees 54 minutes 36 seconds East, a distance of 484.26 feet; thence North 65 degrees 37 minutes 30 seconds West, a distance of 492.54 feet; thence North 26 degrees 50 minutes 52 seconds West, a distance of 215.41 feet; thence North 08 degrees 51 minutes 08 seconds West, a distance of 504.44 feet; thence North 01 degrees 33 minutes 27 seconds West, a distance of 470.77 feet to the point of beginning. Containing 2.078 acres (90,530 square feet), more or less. Subject to all legal highways, rights of ways, easements, and restrictions of record.

### **TEMPORARY CONSTRUCTION EASEMENT**

A part of the east half of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a 8 inch by 8 inch wood post found marking the northwest corner of said half quarter section, labeled point 364 on the Location Control Route Survey and called for in a recorded survey by Weihe Engineers as Instrument Number 2019-002505 in the Office of the Recorder of Johnson County, Indiana; thence South 00 degrees 10 minutes 38 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the west line of said half quarter section, a

[Type here]

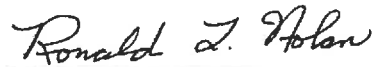
J:\Franklin\Projects\220819 Franklin Eastside Interceptor\48-001 Easements\C Desc\Carol Mitchel Davis and Mark S. Davis easement

distance of 679.80 feet to the northwesterly corner of a 11.00 acres tract of land as described in Instrument Number 2011-008595 in said recorder's office; thence North 88 degrees 40 minutes 38 seconds East, along the northerly boundary of said 11.00 acre tract, a distance of 555.24 feet to the POINT OF BEGINNING of this description; thence continuing North 88 degrees 40 minutes 38 seconds East, along said northerly line, a distance of 30.00 feet; thence South 01 degrees 33 minutes 27 seconds East, a distance of 470.77 feet; thence South 08 degrees 51 minutes 08 seconds East, a distance of 504.44 feet; thence South 26 degrees 50 minutes 52 seconds East, a distance of 215.41 feet; thence South 65 degrees 37 minutes 30 seconds East, a distance of 492.54 feet; thence South 06 degrees 54 minutes 36 seconds West, a distance of 484.26 feet; thence South 19 degrees 26 minutes 29 seconds West, a distance of 274.37 feet; thence South 08 degrees 19 minutes 47 seconds East, a distance of 481.39 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 91.34 feet to the center of County Road 50 South (formerly Runkle Gravel Road), and being the southerly boundary of a 61.77 acre tract of land as described in Instrument Number 2011-008593 in the office of said recorder; thence North 89 degrees 19 minutes 00 seconds West, along said southerly boundary, a distance of 31.62 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 83.81 feet; thence North 08 degrees 19 minutes 47 seconds West, a distance of 491.28 feet; thence North 19 degrees 26 minutes 29 seconds East, a distance of 278.50 feet; thence North 06 degrees 54 minutes 36 seconds East, a distance of 458.95 feet; thence North 65 degrees 37 minutes 30 seconds West, a distance of 481.09 feet; thence North 26 degrees 50 minutes 52 seconds West, a distance of 230.71 feet; thence North 08 degrees 51 minutes 08 seconds West, a distance of 511.10 feet; thence North 01 degrees 33 minutes 27 seconds West, a distance of 472.79 feet to the point of beginning. Containing 2.074 acres (90,342 square feet), more or less. Subject to all legal highways, rights of ways, easements, and restrictions of record.

#### SURVEYOR'S STATEMENT

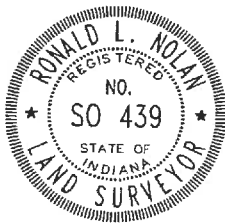
To the best of my knowledge, information, and belief, this plat and description, together with the Location Control Route Survey Plat, recorded September 2, 2020, as Instrument Number 2020-023961 in the Office of the Recorder of Johnson County, Indiana (incorporated and made a part hereof by reference), comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1 - 12 (Rule 12).

DATE: August 20, 2020



Ronald L. Nolan

Registered Land Surveyor SO 439



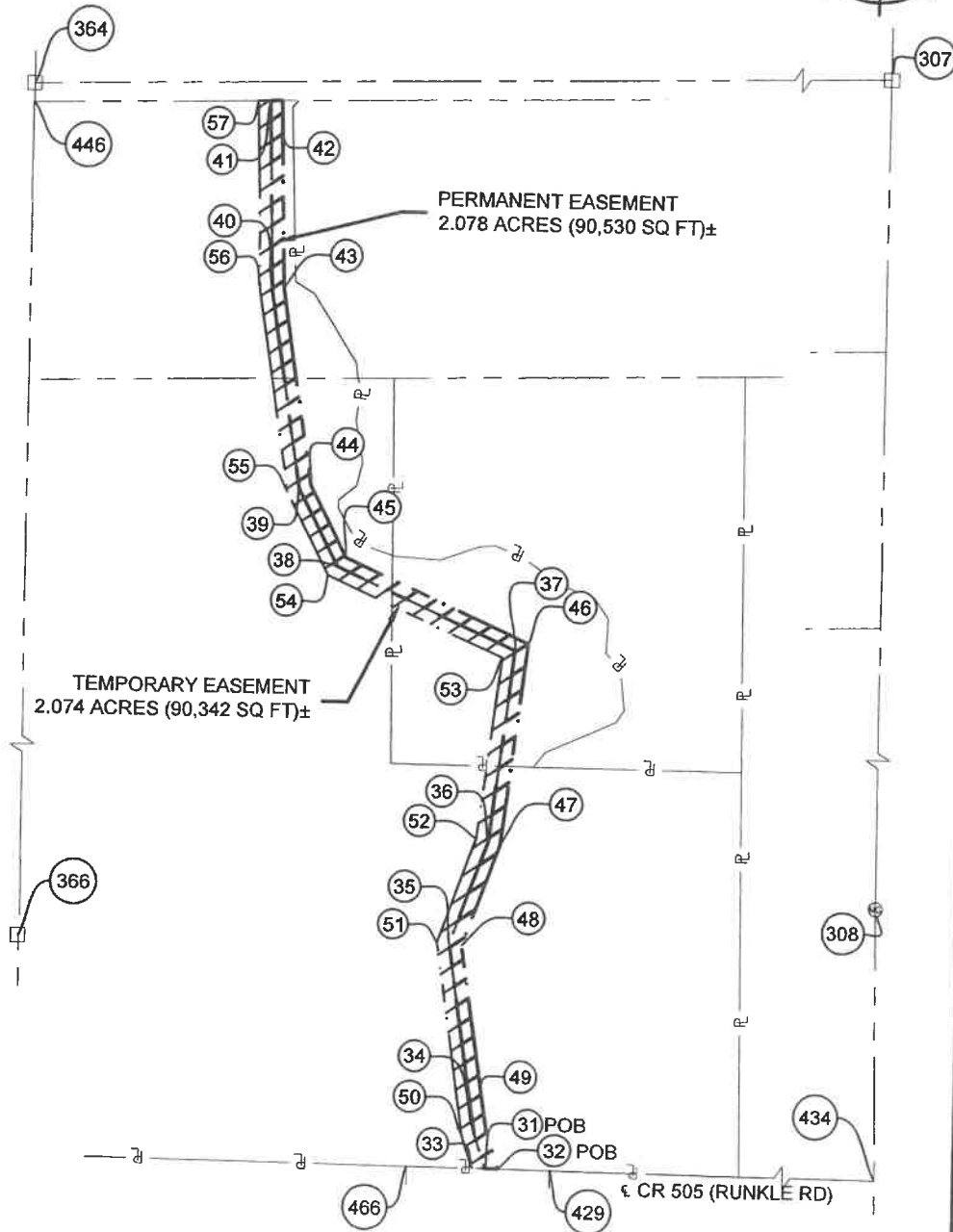
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# EXHIBIT "B"



1"=350'



Drawing: J:\Franklin\Projects\220819 Franklin Easement\Intercept\CA\DWG\ExhibitB\Easement\220819-CA.dwg | Layout: PARCEL 4-1 | Plotted: 08/24/20 @ 07:26:48 | User: Jason Walker

|                |            |             |
|----------------|------------|-------------|
| DRAWN BY       | CHECKED BY | APPROVED BY |
| JRW            | JWN        | RLN         |
| DRAWING SCALE  |            |             |
| 1"=350'        |            |             |
| PROJECT NUMBER |            |             |
| 220819-48-001  |            |             |

**W**  
**WESSLER**  
ENGINEERING  
*More than a Project™*

**EXHIBIT "B"**  
PREPARED FOR:  
CITY OF FRANKLIN  
**PERMANENT & TEMPORARY EASEMENT**  
**OWNER: DAVIS CAROL MITCHELL & MARK S**

CURRENT SHEET NO.  
**3**  
TOTAL SHEETS  
**6**



# EXHIBIT "B" (CONT)

| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 31              | 1537945.01 | 235641.22 |
| 32              | 1537944.64 | 235672.84 |
| 33              | 1537945.39 | 235609.60 |
| 34              | 1538032.00 | 235613.35 |
| 35              | 1538508.32 | 235543.61 |
| 36              | 1538767.05 | 235634.94 |
| 37              | 1539247.79 | 235693.20 |
| 38              | 1539451.06 | 235244.56 |
| 39              | 1539643.25 | 235147.28 |
| 40              | 1540141.68 | 235069.65 |
| 41              | 1540612.28 | 235056.86 |
| 42              | 1540612.99 | 235086.85 |
| 43              | 1540144.41 | 235099.59 |
| 44              | 1539652.56 | 235176.19 |
| 45              | 1539474.03 | 235266.56 |
| 46              | 1539266.03 | 235725.63 |
| 47              | 1538760.17 | 235664.32 |
| 48              | 1538505.33 | 235574.37 |

| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 49              | 1538038.80 | 235642.68 |
| 50              | 1538025.21 | 235584.03 |
| 51              | 1538511.31 | 235512.86 |
| 52              | 1538773.93 | 235605.55 |
| 53              | 1539229.55 | 235660.77 |
| 54              | 1539428.10 | 235222.56 |
| 55              | 1539633.94 | 235118.37 |
| 56              | 1540138.95 | 235039.71 |
| 57              | 1540611.57 | 235026.86 |
| 307             | 1541339.64 | 237124.31 |
| 308             | 1538609.82 | 237126.84 |
| 364             | 1541278.24 | 234473.89 |
| 366             | 1538529.60 | 234465.38 |
| 429             | 1537943.12 | 235799.91 |
| 434             | 1537927.18 | 237136.03 |
| 446             | 1540598.45 | 234471.78 |
| 466             | 1537947.35 | 235444.94 |

Drawing: J:\Pm\Nin\Projects\220819 Franklin Easement\Intersect\CAD\DWG\Exhibit\Exhibit220819-CA.dwg | Layout: PARCEL 4-2 | Plotted: 08/24/20 @ 07:24:50 | User: Jason Walker

| DRAWN BY       | CHECKED BY | APPROVED BY |
|----------------|------------|-------------|
| JRW            | JWN        | RLN         |
| DRAWING SCALE  |            |             |
| PROJECT NUMBER |            |             |
| 220819-48-001  |            |             |



| EXHIBIT "B"  |
|--|
| PREPARED FOR:<br>CITY OF FRANKLIN                                      |
| PERMANENT & TEMPORARY EASEMENT<br>OWNER: DAVIS CAROL MITCHELL & MARK S |


|                   |
|-------------------|
| CURRENT SHEET NO. |
| 4                 |
| TOTAL SHEETS      |
| 6                 |

# EXHIBIT "B" (CONT)

| PERMANENT EASEMENT |          |             |          |
|--------------------|----------|-------------|----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE |
| 364                | 446      | S00°10'38"W | 679.80'  |
| 446                | 41 (POB) | N88°40'38"E | 585.24'  |
| 41 (POB)           | 42       | N88°38'43"E | 30.00'   |
| 42                 | 43       | S01°33'27"E | 468.76'  |
| 43                 | 44       | S08°51'08"E | 497.78'  |
| 44                 | 45       | S26°50'52"E | 200.10'  |
| 45                 | 46       | S65°37'30"E | 504.00'  |
| 46                 | 47       | S06°54'36"W | 509.56'  |
| 47                 | 48       | S19°26'29"W | 270.25'  |
| 48                 | 49       | S08°19'47"E | 471.50'  |
| 49                 | 32       | S17°45'43"E | 98.88'   |
| 32                 | 31       | N89°19'00"W | 31.62'   |
| 31                 | 34       | N17°45'43"W | 91.34'   |
| 34                 | 35       | N8°19'47"W  | 481.39'  |
| 35                 | 36       | N19°26'29"E | 274.37'  |
| 36                 | 37       | N06°54'36"E | 484.26'  |
| 37                 | 38       | N65°37'30"W | 492.54'  |
| 38                 | 39       | N26°50'52"W | 215.41'  |
| 39                 | 40       | N08°51'08"W | 504.44'  |
| 40                 | 41 (POB) | N01°33'27"W | 470.77'  |

\* FOR POINTS 307, 308, 364, 366, 429, 434, AND 466 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawing: J:\Franklin\Projects\220819 Franklin Easement\220819-48.dwg | Layout: PARCEL\_43 | Plotter: 09/24/20 @ 07:24:50 | User: Jason Whiter


|                |            |             |   |  |  |                   |
|----------------|------------|-------------|---|--|--|-------------------|
| DRAWN BY       | CHECKED BY | APPROVED BY | <div><br/><b>WESSLER</b><br/>ENGINEERING<br/><i>More than a Project™</i></div> | <b>EXHIBIT "B"</b>   |  | CURRENT SHEET NO. |
| JRW            | JWN        | RLN         |   | PREPARED FOR:<br>CITY OF FRANKLIN  |  | <b>5</b>          |
| DRAWING SCALE  |            |             |   |  |  |                   |
| PROJECT NUMBER |            |             |   | <b>PERMANENT &amp; TEMPORARY EASEMENT</b><br><b>OWNER: DAVIS CAROL MITCHELL &amp; MARK S</b> |  | TOTAL SHEETS      |
| 220819-48-001  |            |             |   |  |  | <b>6</b>          |

# EXHIBIT "B" (CONT)

| TEMPORARY EASEMENT |          |             |          |
|--------------------|----------|-------------|----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE |
| 364                | 446      | S00°10'38"W | 679.80'  |
| 446                | 57 (POB) | N88°38'43"E | 555.24'  |
| 57 (POB)           | 41       | N88°40'38"E | 30.00'   |
| 41                 | 40       | S01°33'27"E | 470.77'  |
| 40                 | 39       | S08°51'08"E | 504.44'  |
| 39                 | 38       | S26°50'52"E | 215.41'  |
| 38                 | 37       | S65°37'30"E | 492.54'  |
| 37                 | 36       | S06°54'36"W | 484.26'  |
| 36                 | 35       | S19°26'29"W | 274.37'  |
| 35                 | 34       | S08°19'47"E | 481.39'  |
| 34                 | 31       | S17°45'43"E | 91.34'   |
| 31                 | 33       | N89°19'00"W | 31.62'   |
| 33                 | 50       | N17°45'43"W | 83.81'   |
| 50                 | 51       | N08°19'47"W | 491.28'  |
| 51                 | 52       | N19°26'29"E | 278.50'  |
| 52                 | 53       | N06°54'36"E | 458.95'  |
| 53                 | 54       | N65°37'30"W | 481.09'  |
| 54                 | 55       | N26°50'52"W | 230.71'  |
| 55                 | 56       | N08°51'08"W | 511.10'  |
| 56                 | 57 (POB) | N1°33'27"W  | 472.79'  |

\* FOR POINTS 307, 308, 364, 366, 429, 434, AND 466 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawings: J:\Franklin\Project\220819 Franklin Exhibit Easement\220819 E&A.dwg | Layout: PARCEL 44 | Plotter: 08/24/20 @ 07:24:51 | User: Jason Walker

|                |            |             |   |  |                   |
|----------------|------------|-------------|---|--|-------------------|
| DRAWN BY       | CHECKED BY | APPROVED BY | <div><br/><b>WESSLER</b><br/>ENGINEERING<br/><i>More than a Project™</i></div> | <b>EXHIBIT "B"</b>   | CURRENT SHEET NO. |
| JRW            | JWN        | RLN         |   | PREPARED FOR:<br>CITY OF FRANKLIN  | <b>6</b>          |
| DRAWING SCALE  |            |             |   | <b>PERMANENT &amp; TEMPORARY EASEMENT<br/>OWNER: DAVIS CAROL MITCHELL &amp; MARK S</b> | TOTAL SHEETS      |
| PROJECT NUMBER |            |             |   |  | <b>6</b>          |
| 220819-48-001  |            |             |   |  |                   |

## EXHIBIT "A"

OWNER: Carol Mitchel Davis and Mark S. Davis

DEED RECORD: Instrument Number 2003-010830 & 2007-016008

JOHNSON COUNTY PARCEL NUMBER: 41-07-20-042-007.001-017

### PERMANENT EASEMENT

A part of the west half of the southeast quarter of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a stone found marking the southwest corner of said half quarter section, labeled point 311 on the Location Control Route Survey; thence North 00 degrees 20 minutes 49 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the east line of said half quarter section, a distance of 1,290.30 feet to the southerly line of a 20 acre parcel as described in Instrument Number 2003-010830 in the Office of the Recorder of Johnson County, Indiana; thence South 89 degrees 20 minutes 02 seconds West, along said southerly line, a distance of 54.93 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 20 minutes 02 seconds West, along said southerly line, a distance of 30.00 feet; thence North 00 degrees 19 minutes 12 second West, a distance of 2.59 feet; thence North 07 degrees 12 minutes 46 seconds East, a distance of 379.95 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 181.53 feet to the southerly line of a 1.01 acre exception in said Instrument Number 2003-010830 and being owner's northerly boundary; thence South 89 degrees 19 minutes 00 seconds East, along the southerly boundary of said 1.01 acre exception, a distance of 31.62 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 178.17 feet; thence South 07 degrees 12 minutes 46 seconds West, a distance of 384.62 feet; thence South 00 degrees 39 minutes 58 second East, a distance of 0.43 feet to the point of beginning. Containing 0.388 acres (16,909 square feet), more or less. Subject to all legal highways, rights of way, easements and restrictions of record.

### TEMPORARY CONSTRUCTION EASEMENT

A part of the west half of the southeast quarter of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a stone found marking the southwest corner of said half quarter section, labeled point 311 on the Location Control Route Survey; thence North 00 degrees 20 minutes 49 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the east line of said half quarter section, a distance of 1,290.30 feet to the southerly line of a 20 acre parcel as described in Instrument Number 2003-010830 in the Office of the Recorder of Johnson County, Indiana; thence South 89 degrees 20 minutes 02 seconds West, along said southerly line, a distance of

[Type here]

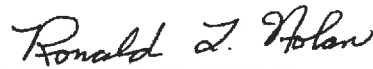
J:\Franklin\Projects\220819 Franklin Eastside Interceptor\48-001 Easements\C Desc \2.Carol Mitchel Davis etal easement

84.93 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 20 minutes 02 seconds West, along said southerly line, a distance of 30.00 feet; thence North 00 degrees 19 minutes 12 seconds West, a distance of 4.74 feet; thence North 07 degrees 12 minutes 46 seconds East, a distance of 375.28 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 184.89 feet to the southerly line of a 1.01 acre exception in said Instrument Number 2003-010830 and being owner's northerly boundary; thence South 89 degrees 19 minutes 00 seconds East, along the southerly boundary of said 1.01 acre exception, a distance of 31.62 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 181.53 feet; thence South 07 degrees 12 minutes 46 seconds West, a distance of 379.95 feet; thence South 00 degrees 19 minutes 12 seconds East, a distance of 2.59 feet to the point of beginning. Containing 0.389 acres (16,935 square feet), more or less. Subject to all legal highways, rights of way, easements and restrictions of record.

#### SURVEYOR'S STATEMENT

To the best of my knowledge, information, and belief, this plat and description, together with the Location Control Route Survey Plat, recorded September 2, 2020, as Instrument Number 2020-023961 in the Office of the Recorder of Johnson County, Indiana (incorporated and made a part hereof by reference), comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1 – 12 (Rule 12).

DATE: August 20, 2020



Ronald L. Nolan

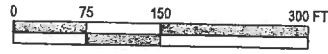
Registered Land Surveyor SO439



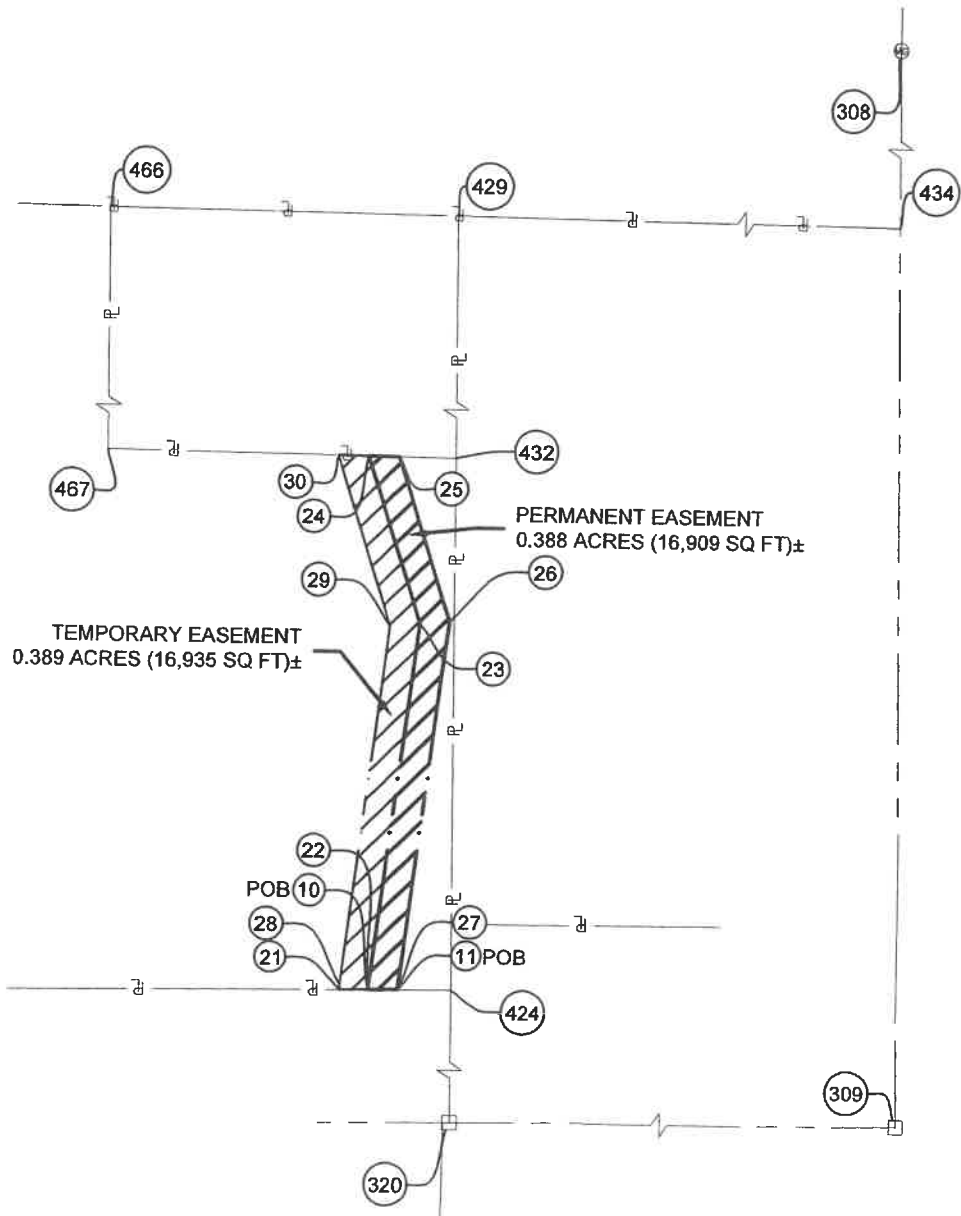
[Type here]

J:\Franklin\Projects\220819 Franklin Eastside Interceptor\48-001 Easements\C Desc \2.Carol Mitchel Davis etal easement

# EXHIBIT "B"



1"=150'



| DRAWN BY       | CHECKED BY | APPROVED BY |
|----------------|------------|-------------|
| JRW            | JWN        | RLN         |
| DRAWING SCALE  |            |             |
| 1"=150'        |            |             |
| PROJECT NUMBER |            |             |
| 220819-48-001  |            |             |



| EXHIBIT "B"  |
|--|
| PREPARED FOR:<br>CITY OF FRANKLIN                                      |
| PERMANENT & TEMPORARY EASEMENT<br>OWNER: DAVIS CAROL MITCHELL & MARK S |

| CURRENT SHEET NO. |
|-------------------|
| 3                 |
| TOTAL SHEETS      |
| 5                 |

# EXHIBIT "B" (CONT)


| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 10              | 1537171.75 | 235719.66 |
| 11              | 1537172.10 | 235749.65 |
| 21              | 1537171.40 | 235689.66 |
| 22              | 1537174.34 | 235719.64 |
| 23              | 1537551.28 | 235767.34 |
| 24              | 1537724.15 | 235711.97 |
| 25              | 1537723.78 | 235743.59 |
| 26              | 1537554.10 | 235797.94 |
| 27              | 1537172.53 | 235749.65 |
| 28              | 1537176.15 | 235689.63 |
| 29              | 1537548.45 | 235736.75 |

| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 30              | 1537724.53 | 235680.35 |
| 308             | 1538609.82 | 237126.84 |
| 309             | 1535899.77 | 237163.30 |
| 320             | 1535882.46 | 235812.39 |
| 424             | 1537172.74 | 235804.58 |
| 429             | 1537943.12 | 235799.91 |
| 432             | 1537723.09 | 235801.24 |
| 434             | 1537927.18 | 237136.03 |
| 466             | 1537947.35 | 235444.94 |
| 467             | 1537727.32 | 235446.27 |

| PERMANENT EASEMENT |          |             |           |
|--------------------|----------|-------------|-----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE  |
| 320                | 424      | N00°20'49"W | 1,290.30' |
| 424                | 11 (POB) | S89°20'02"W | 54.93'    |
| 11 (POB)           | 10       | S89°20'02"W | 30.00'    |
| 10                 | 22       | N00°19'12"W | 2.59'     |
| 22                 | 23       | N07°12'46"E | 379.95'   |
| 23                 | 24       | N17°45'43"W | 181.53'   |
| 24                 | 25       | S89°19'00"E | 31.62'    |
| 25                 | 26       | S17°45'43"E | 178.17'   |
| 26                 | 27       | S07°12'46"W | 384.62'   |
| 27                 | 11 (POB) | S0°19'12"E  | 0.43'     |

\* FOR POINTS 308, 309, 320, 424, 429, 466, AND 467 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawing: J:\Franklin\Projects\220819-Franklin Eastside Interceptor\CADD\DWG\Exhibit\Exhibit220819-BA.dwg | Layout: PARCEL 22 | Plotset: 06/24/20 @ 0724:48 | User: Jason Vahler


|                |            |             |   |  |  |                   |
|----------------|------------|-------------|---|--|--|-------------------|
| DRAWN BY       | CHECKED BY | APPROVED BY | <div><br/><b>WESSLER</b><br/>ENGINEERING<br/><i>More than a Project™</i></div> | <b>EXHIBIT "B"</b>   |  | CURRENT SHEET NO. |
| JRW            | JWN        | RLN         |   | PREPARED FOR:<br>CITY OF FRANKLIN  |  | <b>4</b>          |
| DRAWING SCALE  |            |             |   | <b>PERMANENT &amp; TEMPORARY EASEMENT</b><br><b>OWNER: DAVIS CAROL MITCHELL &amp; MARK S</b> |  | TOTAL SHEETS      |
| PROJECT NUMBER |            |             |   |  |  | <b>5</b>          |
| 220819-48-001  |            |             |   |  |  |                   |

# EXHIBIT "B" (CONT)

| TEMPORARY EASEMENT |          |             |           |
|--------------------|----------|-------------|-----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE  |
| 320                | 424      | N00°20'49"W | 1,290.30' |
| 424                | 10 (POB) | S89°20'02"W | 84.93'    |
| 10 (POB)           | 21       | S89°20'02"W | 30.00'    |
| 21                 | 28       | N00°19'12"W | 4.74'     |
| 28                 | 29       | N07°12'46"E | 375.28'   |
| 29                 | 30       | N17°45'43"W | 184.89'   |
| 30                 | 24       | S89°19'00"E | 31.62'    |
| 24                 | 23       | S17°45'43"E | 181.53'   |
| 23                 | 22       | S07°12'46"W | 379.95'   |
| 22                 | 10 (POB) | S0°19'12"E  | 2.59'     |

\* FOR POINTS 308, 309, 320, 424, 429, 466, AND 467 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawing: J:\Franklin\Projects\220819 Franklin Eastside Interceptor\CAD\DWG\Exhibit\Exhibit220819-BA.dwg | Plotted: 08/24/20 @ 07:24:45 | User: Jason Maher

|                |  |  |            |  |  |             |  |  |   |  |  |  |                   |
|----------------|--|--|------------|--|--|-------------|--|--|---|--|--|--|-------------------|
| DRAWN BY       |  |  | CHECKED BY |  |  | APPROVED BY |  |  | <br><b>WESSLER</b><br>ENGINEERING<br><i>More than a Project™</i> | EXHIBIT "B"  |  |  | CURRENT SHEET NO. |
| JRW            |  |  | JWN        |  |  | RLN         |  |  |   | PREPARED FOR:<br>CITY OF FRANKLIN                                      |  |  | 5                 |
| DRAWING SCALE  |  |  |            |  |  |             |  |  |   | PERMANENT & TEMPORARY EASEMENT<br>OWNER: DAVIS CAROL MITCHELL & MARK S |  |  | TOTAL SHEETS<br>5 |
|                |  |  |            |  |  |             |  |  |   |  |  |  |                   |
|                |  |  |            |  |  |             |  |  |   |  |  |  |                   |
| PROJECT NUMBER |  |  |            |  |  |             |  |  |   |  |  |  |                   |
| 220819-48-001  |  |  |            |  |  |             |  |  |   |  |  |  |                   |



Project: Franklin Interceptor  
Key No.: 41-07-20-041-007.000-017

STATE OF INDIANA                     )  
  )       SS:  
COUNTY OF JOHNSON                )

**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, Carol Mitchell Davis, (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, which is described on attached Exhibit "A" and depicted on the Parcel Plat Exhibit "B" and made a part hereof.**

Cross-referencing Instrument Nos. 22003-006384 & 2003-006385, Recorded on 2/12/2003

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 Grantors 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). Any damages resultant of the use of these driveways, lanes and from public roads will be the responsibility of the Grantee to address as outlined in subsequent paragraphs.
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. 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 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 ensure that the Permanent Easement area is sufficient in space to accommodate all operating and maintenance requirements to include access, staging soil, staging construction materials and staging and operation of equipment and vehicles in executing the subject sewer's construction (construction activities include use of the additional Temporary Easement provided as a separate document, said Temporary Easement shall expire at the completion of construction) and operation. Any additional requirements for adjoining Grantor's property will be brought to the Grantor's attention for additional contracting consideration. Any future requirements to support reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities that cannot be accomplished within the footprint of the Easement Area will be negotiated for contracting of an appropriate Temporary Easement to accomplish the task required at that time.
7. 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. This will include all ingress and egress routes and tracks from public roads via driveways, lanes, and over land to the Permanent Easement area. Since the majority of the land area is agricultural the Grantee will attempt to minimize any damage to planted crops. The sum of \$1,200.00 per tillable acre shall be used to compute any crop damage to include in the permanent Easement area. Grantor shall be required to provide actual documentation to Grantee with respect to any such damage. Additionally, any delay of planting or harvest by construction and/or construction delays to the detriment of crop production will likewise be noted, documented and claims submitted. The Grantee will reimburse the Grantor for crop and/or production damages within 60 days of receipt of claim. 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. Grantee will in the course of trenching and construction of the sewer, repair any cut, break or damage to any existing tile, hose or pipe field drainage systems ensuring their continued effective operation. {note - new paragraph. I think that this needs to be outlined in the provisions.}
9. Grantor will ensure that all components of the sanitary sewer system being constructed will be buried at a sufficient depth that will allow normal agricultural surface and subsurface activity (planting, discing, ploughing and harvesting) to be conducted within the Easement area. {Note new paragraph - the expectation is that this ground can continue to be used for agricultural purposes. Nobody has been able to give me a solid answer on this so best have outlined in provisions,}
10. 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.
11. 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.
12. 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.
13. 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 of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.
14. The Grantee will ensure that during the process of sewer construction and any and all subsequent maintaining, reconstructing, repairing, replacing, relocating, adding to, modifying or removing the Facilities, the Grantor, Grantor's agents and farm contractors will have trafficable access to grounds adjacent to the Easement area for any and all agricultural purposes (planting, ploughing, discing, spraying, fertilizing, harvesting). This applies in all areas adjacent to the Easement but most specifically applies to agricultural ground located between the eastern border of the Easement/Temporary Easement areas and the Amity Ditch."

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this 15 day of April 2021.

By: Carol Mitchell Davis

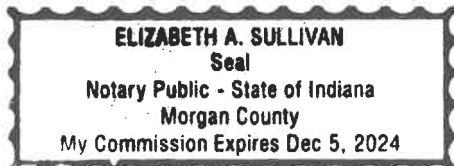
Printed: Carol Mitchell Davis

Title: owner

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF                            )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Carol Mitchell Davis, 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 15<sup>th</sup> DAY OF April, 2021.



Elizabeth A Sullivan

Notary Public

Printed: Elizabeth A Sullivan

Resident of Morgan County

Commission No. 692654

My Commission Expires:

December 5, 2024

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the City of Franklin,  
Johnson County, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

## **EXHIBIT "A"**

**OWNER:** Carol Mitchel Davis

**DEED RECORD:** Instrument Number 2003-006385 & 2007-016008

**JOHNSON COUNTY PARCEL NUMBER:** 41-07-20-041-007.000-017

### **PERMANENT EASEMENT**

A part of the west half of the southeast quarter of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a stone found marking the southeast corner of said half quarter section, labeled point 320 on the Location Control Route Survey; thence North 00 degrees 20 minutes 49 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the east line of said half quarter section, a distance of 1840.70 feet to the southeasterly corner of a 1.79 acre tract (formerly a 1.10 acre tract) as described in Instrument Numbers 2003-006385 and 2007-016008; thence North 89 degrees 19 minutes 00 seconds West, along the southerly boundary of said 1.79 acre tract, a distance of 57.67 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 19 minutes 00 seconds West, along said southerly boundary, a distance of 31.62 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 231.91 feet to the northerly boundary of said 1.79 acre tract, being in the center of County Road 50 South (formerly Runkle Gravel Road); thence South 89 degrees 19 minutes 00 seconds East, along said centerline, a distance of 31.62 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 231.91 feet to the point of beginning. Containing 0.158 acres (6,957 square feet), more or less. Subject to all legal highways, rights of ways, easements and restrictions of record.

### **TEMPORARY CONSTRUCTION EASEMENT**

A part of the west half of the southeast quarter of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a stone found marking the southeast corner of said half quarter section, labeled point 320 on the Location Control Route Survey; thence North 00 degrees 20 minutes 49 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the east line of said half quarter section, a distance of 1840.70 feet to the southeasterly corner of a 1.79 acre tract (formerly a 1.10 acre tract) as described in Instrument Numbers 2003-006385 and 2007-016008; thence North 89 degrees 19 minutes 00 seconds West, along the southerly boundary of said 1.79 acre tract, a distance of 89.29 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 19 minutes 00 seconds West, along said southerly boundary, a distance of 31.62 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 231.91 feet to the northerly boundary of said 1.79 acre tract, being in the center of County Road 50 South (formerly Runkle Gravel Road); thence South 89 degrees 19 minutes 00 seconds East, along said centerline, a distance of 31.62 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 231.91 feet to the point of beginning. Containing 0.158 acres (6,957 square feet), more or less. Subject to all legal highways, rights of ways, easements and restrictions of record.

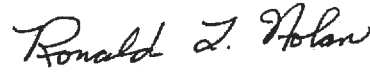
[Type here]

J:\Franklin\Projects\220819 Franklin Eastside Interceptor\48-001 Easements\C Desc \3. Carol Mitchel Davis easement

### **SURVEYOR'S STATEMENT**

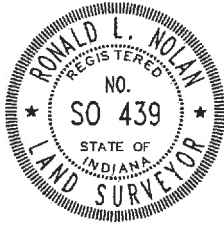
To the best of my knowledge, information, and belief, this plat and description, together with the Location Control Route Survey Plat, recorded September 2, 2020, as Instrument Number 2020-023961 in the Office of the Recorder of Johnson County, Indiana (incorporated and made a part hereof by reference), comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1 – 12 (Rule 12).

DATE: August 20, 2020



Ronald L. Nolan

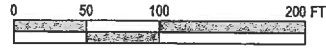
Registered Land Surveyor SO439



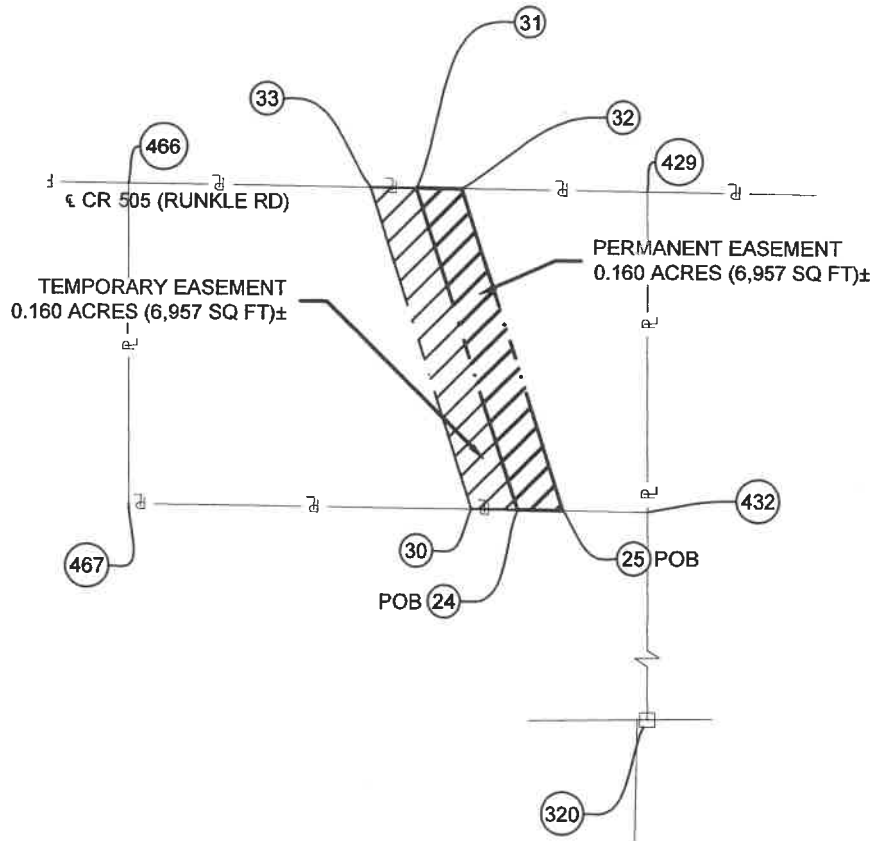
[Type here]

J:\Franklin\Projects\220819 Franklin Eastside Interceptor\48-001 Easements\C Desc \3. Carol Mitchel Davis easement

# EXHIBIT "B"



1"=100'



Drawing: J:\Franklin\Projects\220819-Franklin-Easements\Intercept\CAD\DWG\ExhibitEasement220819-4.dwg | Layout: 08/24/20 @ 07:24:47 | User: Jason Walker

|                |            |             |
|----------------|------------|-------------|
| DRAWN BY       | CHECKED BY | APPROVED BY |
| JRW            | JWN        | RLN         |
| DRAWING SCALE  |            |             |
| 1"=100'        |            |             |
| PROJECT NUMBER |            |             |
| 220819-48-001  |            |             |



|  |
|--|
| <b>EXHIBIT "B"</b>   |
| PREPARED FOR:<br>CITY OF FRANKLIN  |
| <b>PERMANENT &amp; TEMPORARY EASEMENT</b><br><b>OWNER: DAVIS CAROL MITCHELL &amp; MARK S</b> |

|                   |
|-------------------|
| CURRENT SHEET NO. |
| <b>3</b>          |
| TOTAL SHEETS      |
| <b>4</b>          |



# EXHIBIT "B" (CONT)

| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 24              | 1537724.15 | 235711.97 |
| 25              | 1537723.78 | 235743.59 |
| 30              | 1537724.53 | 235680.35 |
| 31              | 1537945.01 | 235641.22 |
| 32              | 1537944.64 | 235672.84 |
| 33              | 1537945.39 | 235609.60 |

| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 320             | 1535882.46 | 235812.39 |
| 429             | 1537943.12 | 235799.91 |
| 432             | 1537723.09 | 235801.24 |
| 466             | 1537947.35 | 235444.94 |
| 467             | 1537727.32 | 235446.27 |

| PERMANENT EASEMENT |          |             |           |
|--------------------|----------|-------------|-----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE  |
| 320                | 432      | N00°20'49"W | 1,840.66' |
| 432                | 25 (POB) | N89°19'00"W | 57.66'    |
| 25 (POB)           | 24       | N89°19'00"W | 31.62'    |
| 24                 | 31       | N17°45'43"W | 231.91'   |
| 31                 | 32       | S89°19'00"E | 31.62'    |
| 32                 | 25 (POB) | S17°45'43"E | 231.91'   |

| TEMPORARY EASEMENT |          |             |           |
|--------------------|----------|-------------|-----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE  |
| 320                | 432      | N00°20'49"W | 1,840.66' |
| 432                | 24 (POB) | N89°19'00"W | 89.28'    |
| 24 (POB)           | 30       | N89°19'00"W | 31.62'    |
| 30                 | 33       | N17°45'43"W | 231.91'   |
| 33                 | 31       | S89°19'00"E | 31.62'    |
| 31                 | 24 (POB) | S17°45'43"E | 231.91'   |

\* FOR POINTS 320, 429, 432, 467, AND 466 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawing: J:\Franklin\Project\220819 Franklin Eastside Interceptor\CAD\DWG\Exhibit\Exhibit\Exhibit\Parcel 3-2.dwg | Layout: PARCEL 3-2 | Plotted: 09/24/20 @ 07:24:48 | User: Jason Walker

| DRAWN BY       | CHECKED BY | APPROVED BY |
|----------------|------------|-------------|
| JRW            | JWN        | RLN         |
| DRAWING SCALE  |            |             |
| PROJECT NUMBER |            |             |
| 220819-48-001  |            |             |



| EXHIBIT "B"  |
|--|
| PREPARED FOR:<br>CITY OF FRANKLIN  |
| <b>PERMANENT &amp; TEMPORARY EASEMENT</b><br><b>OWNER: DAVIS CAROL MITCHELL &amp; MARK S</b> |

|                   |
|-------------------|
| CURRENT SHEET NO. |
| <b>4</b>          |
| TOTAL SHEETS      |
| <b>4</b>          |

Project: Franklin Interceptor  
Key No.: 41-07-20-041-007.000-017

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

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, Carol Mitchell Davis, (hereinafter referred to as "GRANTOR"), Grant 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 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 Eastside 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 Nos. 22003-006384 & 2003-006385, Recorded on 2/12/2003

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.

Grantee shall ensure that the Temporary Easement Area is sufficient in space to accommodate all construction requirements to include staging dirt, staging construction materials and staging and operation of equipment and vehicles in executing the subject sewer's construction. Any additional requirements for adjoining Grantor's property will be brought to the Grantor's attention for additional contracting consideration. Any future requirements to support reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities that cannot be accomplished within the footprint of the Easement Area will be negotiated for contracting of an appropriate temporary easement to accomplish the task required at that time.

Any physical damage to the surface area of the Temporary 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. This will include all ingress and egress routes and tracks from public roads via driveways, lanes, and over land to the Temporary and Permanent Easement areas. Since the majority of the land area is agricultural the Grantee will attempt to minimize any damage to planted crops. The sum of \$1200.00 per tillable acre shall be used to compute any crop damage to include in the temporary and permanent Easement areas. Grantor shall be required to provide actual documentation to Grantee with respect to any such damage. Additionally, any delay of planting or harvest by construction and/or construction delays to the detriment of crop production will likewise be noted, documented and claims submitted. The Grantee will reimburse the Grantor for crop and/or production damages within 60 days of receipt of claim. In the event that Grantee does not, in the opinion of Grantors, satisfactorily repair any damage, or reimburse for damage Grantors must, within ninety (90) days after such damage occurs, file a formal claim for such damage with Grantee at 70 E. Monroe Street, Franklin, Indiana 46131.

The Grantee will ensure that during the process of sewer construction and any and all subsequent maintaining, reconstructing, repairing, replacing, relocating, adding to, modifying or removing the Facilities, the Grantor, Grantor's agents and farm contractors will have trafficable access to grounds adjacent to the Temporary Easement area for any and all agricultural purposes (planting, ploughing, discing, spraying, fertilizing, harvesting). This applies in all areas adjacent to the Easement but most specifically applies to agricultural ground located between the eastern border of the Easement/Temporary Easement areas and the Amity Ditch.

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

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this 15 day of April 2021.

By: Carol Mitchell Davis

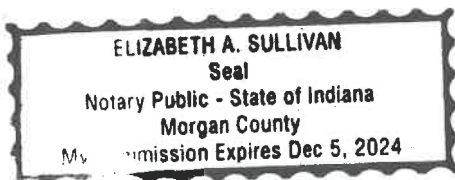
Printed: Carol Mitchell Davis

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, Carol Mitchell Davis, 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 15<sup>th</sup> DAY OF Apr. 1, 2021.



Elizabeth A. Sullivan  
Notary Public

Printed: Elizabeth A. Sullivan

Resident of Morgan County

Commission No. 692654

My Commission Expires:  
DECEMBER 5, 2024

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

## **EXHIBIT "A"**

**OWNER:** Carol Mitchel Davis

**DEED RECORD:** Instrument Number 2003-006385 & 2007-016008

**JOHNSON COUNTY PARCEL NUMBER:** 41-07-20-041-007.000-017

### **PERMANENT EASEMENT**

A part of the west half of the southeast quarter of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a stone found marking the southeast corner of said half quarter section, labeled point 320 on the Location Control Route Survey; thence North 00 degrees 20 minutes 49 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the east line of said half quarter section, a distance of 1840.70 feet to the southeasterly corner of a 1.79 acre tract (formerly a 1.10 acre tract) as described in Instrument Numbers 2003-006385 and 2007-016008; thence North 89 degrees 19 minutes 00 seconds West, along the southerly boundary of said 1.79 acre tract, a distance of 57.67 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 19 minutes 00 seconds West, along said southerly boundary, a distance of 31.62 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 231.91 feet to the northerly boundary of said 1.79 acre tract, being in the center of County Road 50 South (formerly Runkle Gravel Road); thence South 89 degrees 19 minutes 00 seconds East, along said centerline, a distance of 31.62 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 231.91 feet to the point of beginning. Containing 0.158 acres (6,957 square feet), more or less. Subject to all legal highways, rights of ways, easements and restrictions of record.

### **TEMPORARY CONSTRUCTION EASEMENT**

A part of the west half of the southeast quarter of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a stone found marking the southeast corner of said half quarter section, labeled point 320 on the Location Control Route Survey; thence North 00 degrees 20 minutes 49 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the east line of said half quarter section, a distance of 1840.70 feet to the southeasterly corner of a 1.79 acre tract (formerly a 1.10 acre tract) as described in Instrument Numbers 2003-006385 and 2007-016008; thence North 89 degrees 19 minutes 00 seconds West, along the southerly boundary of said 1.79 acre tract, a distance of 89.29 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 19 minutes 00 seconds West, along said southerly boundary, a distance of 31.62 feet; thence North 17 degrees 45 minutes 43 seconds West, a distance of 231.91 feet to the northerly boundary of said 1.79 acre tract, being in the center of County Road 50 South (formerly Runkle Gravel Road); thence South 89 degrees 19 minutes 00 seconds East, along said centerline, a distance of 31.62 feet; thence South 17 degrees 45 minutes 43 seconds East, a distance of 231.91 feet to the point of beginning. Containing 0.158 acres (6,957 square feet), more or less. Subject to all legal highways, rights of ways, easements and restrictions of record.

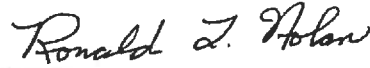
[Type here]

J:\Franklin\Projects\220819 Franklin Eastside Interceptor\48-001 Easements\C Desc \3. Carol Mitchel Davis easement

### **SURVEYOR'S STATEMENT**

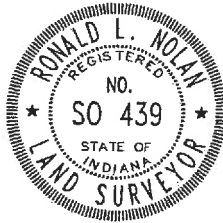
To the best of my knowledge, information, and belief, this plat and description, together with the Location Control Route Survey Plat, recorded September 2, 2020, as Instrument Number 2020-023961 in the Office of the Recorder of Johnson County, Indiana (incorporated and made a part hereof by reference), comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1 – 12 (Rule 12).

DATE: August 20, 2020



Ronald L. Nolan

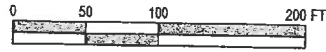
Registered Land Surveyor SO439



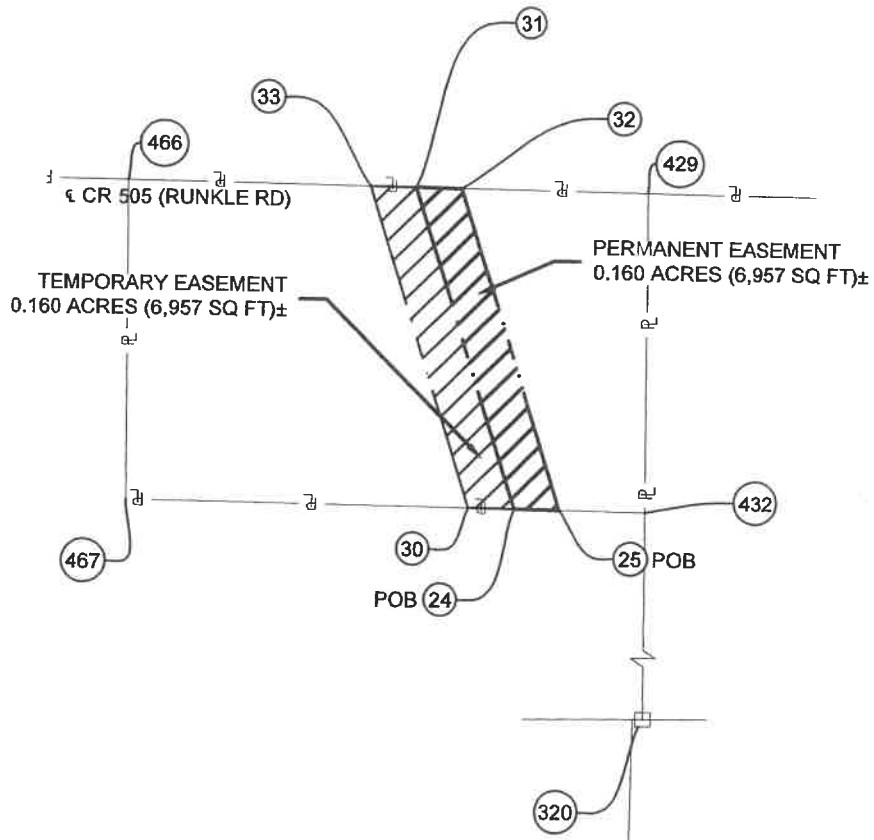
[Type here]

J:\Franklin\Projects\220819 Franklin Eastside Interceptor\48-001 Easements\C Desc \3. Carol Mitchel Davis easement

# EXHIBIT "B"



1"=100'



Drawing: J:\Franklin\Project\220819-Franklin-Easement\220819-54.dwg | Layout: PARCEL 3-1 | Plotted: 08/24/20 @ 07:26:47 | User: Jason Walker

| DRAWN BY       | CHECKED BY | APPROVED BY |
|----------------|------------|-------------|
| JRW            | JWN        | RLN         |
| DRAWING SCALE  |            |             |
| 1"=100'        |            |             |
| PROJECT NUMBER |            |             |
| 220819-48-001  |            |             |

**W**  
**WESSLER**  
ENGINEERING  
*More than a Project™*

**EXHIBIT "B"**  
PREPARED FOR:  
CITY OF FRANKLIN  
**PERMANENT & TEMPORARY EASEMENT**  
**OWNER: DAVIS CAROL MITCHELL & MARK S**

CURRENT SHEET NO.

**3**

TOTAL SHEETS

**4**



# EXHIBIT "B" (CONT)

| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 24              | 1537724.15 | 235711.97 |
| 25              | 1537723.78 | 235743.59 |
| 30              | 1537724.53 | 235680.35 |
| 31              | 1537945.01 | 235641.22 |
| 32              | 1537944.64 | 235672.84 |
| 33              | 1537945.39 | 235609.60 |

| POINT LOCATIONS |            |           |
|-----------------|------------|-----------|
| POINT           | NORTHING   | EASTING   |
| 320             | 1535882.46 | 235812.39 |
| 429             | 1537943.12 | 235799.91 |
| 432             | 1537723.09 | 235801.24 |
| 466             | 1537947.35 | 235444.94 |
| 467             | 1537727.32 | 235446.27 |

| PERMANENT EASEMENT |          |             |           |
|--------------------|----------|-------------|-----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE  |
| 320                | 432      | N00°20'49"W | 1,840.66' |
| 432                | 25 (POB) | N89°19'00"W | 57.66'    |
| 25 (POB)           | 24       | N89°19'00"W | 31.62'    |
| 24                 | 31       | N17°45'43"W | 231.91'   |
| 31                 | 32       | S89°19'00"E | 31.62'    |
| 32                 | 25 (POB) | S17°45'43"E | 231.91'   |

| TEMPORARY EASEMENT |          |             |           |
|--------------------|----------|-------------|-----------|
| FROM POINT         | TO POINT | BEARING     | DISTANCE  |
| 320                | 432      | N00°20'49"W | 1,840.66' |
| 432                | 24 (POB) | N89°19'00"W | 89.28'    |
| 24 (POB)           | 30       | N89°19'00"W | 31.62'    |
| 30                 | 33       | N17°45'43"W | 231.91'   |
| 33                 | 31       | S89°19'00"E | 31.62'    |
| 31                 | 24 (POB) | S17°45'43"E | 231.91'   |

\* FOR POINTS 320, 429, 432, 467, AND 466 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawing: J:\Franklin\Project\220819-Franklin-Easement-ExhibitB.dwg | Layout: PACCEL\_3-2 | Plotter: 09/24/20 @ 07:24:48 | User: Jason Walker

| DRAWN BY       | CHECKED BY | APPROVED BY |
|----------------|------------|-------------|
| JRW            | JWN        | RLN         |
| DRAWING SCALE  |            |             |
| PROJECT NUMBER |            |             |
| 220819-48-001  |            |             |



| EXHIBIT "B"  |
|--|
| PREPARED FOR:<br>CITY OF FRANKLIN                                      |
| PERMANENT & TEMPORARY EASEMENT<br>OWNER: DAVIS CAROL MITCHELL & MARK S |

CURRENT SHEET NO.

4

TOTAL SHEETS

4

## SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT ("Agreement"), 18 day of May 2021, is by and between 8<sup>th</sup> Generation, LLC, a limited liability company organized and existing pursuant to the laws of the State of Indiana, ("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") (collectively Grantor and Grantee referred to as "Parties" or individually as "Party").

### Recitals

WHEREAS, Grantor is the owner of real estate located in the City of Franklin, Johnson County, Indiana, ("City") as more particularly described on Exhibit A, attached hereto and incorporated herein by reference, ("Grantor Parcel");

WHEREAS, Grantor is prepared to grant a sanitary sewer easement to Grantee, across the Grantor Parcel that is more particularly described and depicted in Exhibit "B", attached hereto and incorporated herein by reference (the "Easement Area");

WHEREAS, Grantor is prepared to grant a temporary access easement to Grantee, across the Grantor Parcel that is more particularly described and depicted in the Temporary Sanitary Easement dated the 18 day of May 2021, a copy of which is attached as Exhibit "C" hereto and incorporated herein by reference (the "Temporary Easement Area");

WHEREAS, Grantee agrees to accept said sanitary sewer easement and temporary access easement from Grantor;

WHEREAS, Grantor has agreed to grant such sanitary sewer easement and temporary access easement to Grantee in accordance with the terms of this Agreement.

### Terms

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Incorporation of Recitals and Exhibits: The Recitals and Exhibits referred herein are true and accurate in all respects and made a part hereof for all purposes as if fully set forth, and constitute additional promises, representations and warranties of the Parties and are incorporated within this Agreement as if fully rewritten herein.

2. Permanent Easement Grant: Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive right and easement in, under, over and across the Easement Area for use by Grantee ("Permanent Easement") in constructing, installing, operating, maintaining, repairing, and reconstructing, within, under, or on top of the Permanent Easement, sewer pipes, manholes, valves and related equipment, structures or materials which are designated by the Grantee as public sanitary sewer improvements (collectively referred to herein as "Public Sanitary Sewer Improvements"), to be placed under Grantee's jurisdiction, control, and supervision.

3. Access Rights: Grantee, including Grantee's agents, employees, contractors, subcontractors, and assigns, have the rights of ingress and egress within the Permanent Easement at all times for the purposes described in Section 2 herein. Grantee shall provide reasonable notice of entry when practicable to Grantor prior to entering upon the Permanent Easement for such purposes, and when entering on the Permanent Easement the Grantee shall use Grantee's best efforts to minimize interference with Grantor's use of Grantor's Parcel.

4. Permissible Improvements Within Permanent Easement: Grantor may install asphalt, concrete, blacktop, and other pavement, curbs, grass, and low-level plantings with shallow root systems and small temporary structures within the Permanent Easement. Grantee shall have the right to remove any temporary structure, asphalt, concrete, blacktop, other pavement, or any impediment that is present within or on top of the Permanent Easement, if Grantee finds it reasonably necessary to do so in order to access the Public Sanitary Sewer Improvements.

5. Non-Permissible Improvements Within the Permanent Easement: Except as provided in Section 4 above, nothing shall be placed in, on, over or under the Permanent Easement, whether by Grantor, with Grantor's knowledge, or after Grantor's ratification after the fact, which will obstruct or interfere with the purpose of the Permanent Easement, or with Grantee's access to the Permanent Easement, or with Grantee's access to the Public Sanitary Sewer Improvements, unless such placement has been authorized in writing in advance by Grantee. Whether or not an action, the placement of, or the construction of an item or material obstructs or interferes with the purpose of or access to the Permanent Easement or Public Sanitary Sewer Improvements is a fact to be determined by the Grantee.

6. Maintenance: Grantee shall provide and shall pay all costs in connection with functional maintenance of the Public Sanitary Sewer Improvements within the Permanent Easement as determined by the Grantee in order to assure adequate functioning of the Public Sanitary Sewer Improvements.

7. Temporary Easement Grant: In connection with any construction work to be performed in the construction of the Easement Area for the Public Sanitary Sewer Improvements, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive temporary easement over and across the Temporary Easement Area ("Temporary Easement") as may be necessary to construct such Public Sanitary Sewer Improvements, or connections thereto; provided that such construction work be expeditiously pursued and conducted in a good and workmanlike manner and in accordance with the terms of this Agreement; and shall not impact areas improved with buildings or permanent structures; and provided further that the use of such Temporary Easement shall not unreasonably interfere with the use, operation and enjoyment of the Grantor Parcel. Grantee shall use diligent efforts to return the Grantor Parcel back to its original condition upon completion of any construction. Grantee shall repair any damage to the Grantor Parcel caused by such construction. In no event shall the Grantee stage any construction or store any materials on the Grantor Parcel, outside the Permanent or Temporary Easement, without the written approval of the Grantor, which approval shall be at the sole discretion of the Grantor.

8. Temporary Easement Duration: The Temporary Easement granted herein shall terminate either after all construction of the Public Sanitary Sewer Improvements have been completed on the Grantor's Parcel, or after three (3) years from the date of the execution of this Agreement, whichever shall occur first.

9. Damages Caused by Grantee: Grantee agrees to repair or pay the Grantor for actual damages sustained by Grantor to fences, gates, irrigation and drainage systems, curbs, drives, parking areas, sidewalks, lawns, signs, and crops that are permitted herein, when such damages arise out of Grantee's assigns, agents, contractors, or sub-contractors. Grantee agrees to restore the surface of the Permanent Easement to substantially the condition in which the surface of the Easement was found immediately prior to Grantee's entry onto the Permanent Easement for purposes of this Agreement.

10. Damages Caused by Grantor: In the event that the Easement Area is damaged by the Grantor or any of its contractors, suppliers or construction related vehicles or any one of them, Grantor shall be solely responsible for repair of such damage(s) of the Easement Area.

11. Grantor's Covenant of Ownership: Grantor covenants that Grantor is the lawful owner of the Grantor's Parcel, that Grantor is freely and lawfully granting the easement rights herein, and that Grantor has full right and power to convey the same.

12. Grantee's Indemnity of Grantor: Grantee shall indemnify, defend and hold harmless Grantor, and Grantor's Members, employees, invitees, contractors and agents (collectively, the "Grantor Parties"), from any liability, loss, claims, damages, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, and for any and all injury to persons or damage to property, that arise from Grantee's use of the temporary or permanent easement area by Grantee, its agents, contractors or subcontractors. Grantee's obligations under this Section shall survive the expiration or earlier termination of this Agreement with respect to any claim filed against the Grantor Parties, or any one of them, and specifically identified in writing by the Grantor Parties, or any one of them, to Grantee.

13. Continuing Effect: This Agreement shall be perpetual in nature, shall run with the land and shall benefit and be binding upon the Grantor, Grantee, their heirs, administrators, representatives, successors and assigns. This Agreement shall be recorded in the Office of the Recorder of Johnson County, Indiana. Any transferee of the Grantor Parcel or any part thereof, shall automatically be deemed, by acceptance of a deed, a leasehold interest, or any ownership interest in and to the Grantor Parcel, or portion thereof, to have assumed all obligations set forth herein, and to have agreed to comply with the provisions hereof. The transferor, upon the completion of the transfer, shall be relieved of all liability hereunder except that which arose during the transferor's period of ownership and which remains unsatisfied on the date of transfer. Unless otherwise canceled or terminated in writing by all Parties, all of the easements and rights granted in this Agreement, and the obligations herein (except as otherwise provided herein), shall continue in perpetuity; provided, however, that if any term or provision hereof would otherwise be unlawful and void or voidable.

14. Notices: All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the second business day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

If to Grantee: 8<sup>th</sup> Generation, LLC  
Jennifer M. Mowery  
3614 Hurricane Road  
Franklin, Indiana 46131

If to Grantor: City of Franklin  
Office of the Mayor  
70 East Monroe Street  
Franklin, Indiana 46131

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.

15. Attorney Fees: In the event litigation is needed to enforce this Agreement, the prevailing Party, whether by lawsuit or by settlement before or after any lawsuit is filed, shall be entitled to recover its costs, expenses and reasonable attorneys' fees incurred in the enforcement of this Agreement.

16. Waiver: No delay or omission of any Party in the exercise of any right accruing upon default by another Party shall impair any such right or be construed to be a waiver thereof. A waiver on one occasion by a Party of a breach or a default of any of the terms and conditions of this Agreement by another Party shall not be construed to be a waiver of subsequent breaches or defaults or of any other provisions hereof.

17. Remedies: In the event of a breach or threatened breach by any Party or its agents (collectively, jointly and severally, the "Defaulting Party") of any of the terms, covenants, restrictions or conditions hereof, the other Party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach from the Defaulting Party.

18. Invalidity: If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby; the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included.

19. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and any prior understanding or representation relating thereto preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement. All recitals herein and exhibits attached hereto are incorporated herein by this reference and expressly made a part of this Agreement. Each of the individuals executing and delivering this Agreement hereby represents and warrants that he or she has any and all requisite authority to bind the entity on whose behalf he or she has acted.

20. Headings: Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the

same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement.

21. Governing Law: The Parties hereto acknowledge that this Agreement has been negotiated and entered into in Indiana. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of Indiana.

22. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year as indicated below.

GRANTOR

8<sup>th</sup> Generation, LLC

By

Jennifer M. Mowrey, Member

Dated:

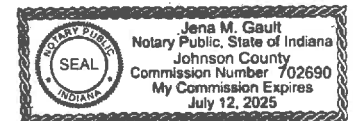
STATE OF INDIANA            )  
  ) SS:  
COUNTY OF JOHNSON        )

Before me, a Notary Public in and for said County and State, on this 18<sup>th</sup> day of May, 2021, personally appeared 8<sup>th</sup> Generation, LLC, by its Member, Jennifer M. Mowrey and who, being first sworn upon her oath acknowledged the execution of the foregoing Sanitary Sewer Easement Agreement and stated the representations therein contained are true.

WITNESS my hand and Notarial Seal this 18<sup>th</sup> day of May, 2021.

Jena M. Gault  
Jena M. Gault, Notary Public  
Resident of Johnson County,  
State of Indiana

My Commission Expires:  
July 12, 2025



GRANTEE

City of Franklin

By: \_\_\_\_\_

Steve Barnett, Mayor

Dated: \_\_\_\_\_

STATE OF INDIANA )

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared City of Franklin, by its Mayor, Steve Barnett and who, being first sworn upon his oath acknowledged the execution of the foregoing Sanitary Sewer Easement Agreement and stated the representations therein contained are true.

WITNESS my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County,  
State of \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

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. Dustin Daniel Huddleston.

*This Instrument Prepared By: Dustin Daniel 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 the Grantor and without examination for accuracy. This preparer assumes no liability for any errors, inaccuracy or omissions in this Easement resulting from the information provided. The parties accept this disclaimer by the Grantor's execution of this document.*

Exhibit "A"

Parcel I

Part of the East half of the Southeast quarter of Section 20, Township 12 North, Range 5 East of the Second Principal Meridian described as follows:

Beginning at the Southeast corner of said half quarter Section; thence North of the East line thereof, 81.94 rods; thence West parallel with the South line of said half quarter Section 80 rods more or less, to the West line of said half quarter Section; thence South on said West line 81.94 rods to the Southwest corner thereof; thence East on the South line of said half quarter Section, 80 rods more or less, to the Place of Beginning, containing 42 acres, more or less.

Parcel II

Seventy-eight and two tenths (78.2) rods off of the South end of the West half of the Southeast quarter of Section 20, Township 12 North, Range 5 East of the Second Principal Meridian, containing 40 acres, more or less.

Parcel III

The Northwest quarter of the Northeast quarter of Section 29 Township and Range aforesaid, containing 40 acres, more or less.

Parcel IV

The Southwest quarter of the Northeast quarter of Section 29 in Township 12 North of Range 5 East, containing 40 acres, more or less.

EXCEPTING THEREFROM:

A part of the West half of the Northeast quarter of Section 29, Township 12 North, Range 5 East of the Second Principal Meridian, Johnson County, Indiana, more particularly described as followed:

Commencing at a mag nail with washer found at the Northwest corner of said West half-quarter Section; thence South 00 degrees 41 minutes 54 seconds West (Geodetic bearings) 2344.05 feet to the Point of Beginning of this described tract; thence North 87 degrees 47 minutes 45 seconds East 341.77 feet; thence South 01 degrees 10 minutes 13 seconds East 145.62; thence South 88 degrees 55 minutes 57 seconds East 48.52 feet; thence South 13 degrees 46 minutes 55 seconds East 51.73 feet; thence North 88 degrees 33 minutes 17 seconds East 286.00 feet; thence South 00 degrees 41 minutes 54 seconds West 212.64 feet to a point on the South line said West half-quarter Section; thence South 88 degrees 33 minutes 17 seconds West, on and along the South line of said half-quarter Section, 693.82 feet to the Southwest corner thereof; thence North 00 degrees 41 minutes 54 East 406.52 feet to the Point of Beginning, containing 5.00 acres, more or less.



Exhibit "B"  
Permanent Easement

A part of the west half of the southeast quarter of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a Mag Nail found marking the southwest corner of said half quarter section, labeled point 310 on the Location Control Route Survey; thence North 00 degrees 04 minutes 35 seconds East (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the west line of said half quarter section, a distance of 77.90 feet to the POINT OF BEGINNING of this description; thence continuing North 00 degrees 04 minutes 35 seconds East, along said west line, a distance of 34.19 feet; thence South 61 degrees 15 minutes 20 seconds East, a distance of 167.16 feet; thence North 89 degrees 20 minutes 16 seconds East, a distance of 926.33 feet; thence North 17 degrees 29 minutes 47 seconds East, a distance of 333.84 feet; thence North 04 degrees 08 minutes 54 seconds East, a distance of 339.69 feet; thence North 11 degrees 06 minutes 45 seconds East, a distance of 319.30 feet; thence North 00 degrees 19 minutes 12 seconds West, a distance of 291.99 feet to owner's northerly boundary; thence North 89 degrees 20 minutes 02 seconds East, a distance of 30.00 feet; thence South 00 degrees 19 minutes 12 seconds East, a distance of 295.17 feet; thence South 11 degrees 06 minutes 45 seconds West, a distance of 320.48 feet; thence South 04 degrees 08 minutes 54 seconds West, a distance of 341.37 feet; thence South 17 degrees 29 minutes 47 seconds West, a distance of 359.09 feet; thence South 89 degrees 20 minutes 16 seconds West, a distance of 955.93 feet; thence North 61 degrees 15 minutes 20 seconds West, a distance of 158.63 feet to the point of beginning. Containing 1.656 acres (72,135 square feet), more or less. Subject to all legal highways, rights of ways, easements, and restrictions of record.

STATE OF INDIANA )  
 )  
COUNTY OF JOHNSON )

**TEMPORARY 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, 8<sup>th</sup> Generation, LLC, a limited liability company organized and existing pursuant to the laws of the State of Indiana (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 Eastside Interceptor Project, and more particularly described in the legal description(s) attached hereto as Exhibit "A", 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 or after three (3) years from the date of the execution of this agreement 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.

Cross-referencing Instrument No. \_\_\_\_\_  
Deed Book \_\_\_\_ Page \_\_\_\_ Recorded on \_\_\_\_\_

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 except:

\_\_\_\_\_

\_\_\_\_\_

The said Grantor acknowledge(s) 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, except for those set forth in the Sanitary Sewer Agreement dated the 18<sup>th</sup> day of May 2021.

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 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(s) 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 person executing this easement on behalf of GRANTOR represent and certify that she have been authorized to execute and deliver this temporary easement.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this 18<sup>th</sup> day of MAY 2021.

GRANTOR

8<sup>th</sup> Generation, LLC

By: \_\_\_\_\_

Jennifer M. Mowrey, Member

Dated: \_\_\_\_\_

STATE OF INDIANA )

) SS:

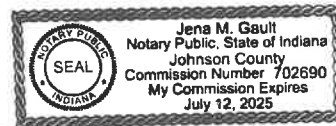
COUNTY OF JOHNSON )

Before me, a Notary Public in and for said County and State, on this 18<sup>th</sup> day of May, 2021, personally appeared 8<sup>th</sup> Generation, LLC, by its Member, Jennifer M. Mowrey and who, being first sworn upon her oath acknowledged the execution of the foregoing Sanitary Sewer Easement Agreement and stated the representations therein contained are true.

WITNESS my hand and Notarial Seal this 18<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Jena M. Gault, Notary Public  
Resident of Johnson County,  
State of Indiana

My Commission Expires:  
July 12, 2025



GRANTEE

City of Franklin

By: \_\_\_\_\_

Steve Barnett, Mayor

Dated: \_\_\_\_\_

STATE OF INDIANA )

)

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared City of Franklin, by its Mayor, Steve Barnett and who, being first sworn upon his oath acknowledged the execution of the foregoing Sanitary Sewer Easement Agreement and stated the representations therein contained are true.

WITNESS my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County,  
State of \_\_\_\_\_

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:

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:*

*Lynnette Gray, Attorney No.:11567-41  
City Attorney  
63 E. Court St.  
Franklin, IN 46131*

Exhibit "A"  
Temporary Easement

A part of the west half of the southeast quarter of Section 20, Township 12 North, Range 5 East in Needham Township, Johnson County, Indiana, said part being more particularly described as follows;

Commencing at a Mag Nail found marking the southwest corner of said half quarter section, labeled point 310 on the Location Control Route Survey; thence North 00 degrees 04 minutes 35 seconds East (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinate System, East Zone, NAD 1983), along the west line of said half quarter section, a distance of 112.09 feet to the POINT OF BEGINNING of this description; thence continuing North 00 degrees 04 minutes 35 seconds East, along said west line, a distance of 34.19 feet; thence South 61 degrees 15 minutes 20 seconds East, a distance of 175.70 feet; thence North 89 degrees 20 minutes 16 seconds East, a distance of 896.72 feet; thence North 17 degrees 29 minutes 47 seconds East, a distance of 308.60 feet; thence North 04 degrees 08 minutes 54 seconds East, a distance of 338.00 feet; thence North 11 degrees 06 minutes 45 seconds East, a distance of 318.13 feet; thence North 00 degrees 19 minutes 12 seconds West, a distance of 288.80 feet to owner's northerly boundary; thence North 89 degrees 20 minutes 02 seconds East, a distance of 30.00 feet; thence South 00 degrees 19 minutes 12 seconds East, a distance of 291.99 feet; thence South 11 degrees 06 minutes 45 seconds West, a distance of 319.30 feet; thence South 04 degrees 08 minutes 54 seconds West, a distance of 339.69 feet; thence South 17 degrees 29 minutes 47 seconds West, a distance of 333.84 feet; thence South 89 degrees 20 minutes 16 seconds West, a distance of 926.33 feet; thence North 61 degrees 15 minutes 20 seconds West, a distance of 167.16 feet to the point of beginning. Containing 1.620 acres (70,564 square feet), more or less. Subject to all legal highways, rights of ways, easements, and restrictions of record.