

## **SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, by and among 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, ("City") ; and SIMON FARMS, an Indiana General Partnership, by its partners, George E. Simon, Marjorie G. Simon, Thomas E. Simon, Richard Simon, Martha J. Vawter and Mark D. Simon, ("Partners") (City and Partners, referred to individually, as a "Party," and collectively as the "Parties").

### **RECITALS**

WHEREAS, Partners are the owner of certain real estate located in Franklin, Indiana 46131, as Parcel Numbers 41-08-09-014-001.000-008 and more particularly described in attached Exhibit "A" ("Grantor Parcel");

WHEREAS, Partners are prepared to grant a permanent easement to the City, consisting of a portion of the Grantor Parcel that is more particularly described in attached as Exhibit "B" ("Permanent Easement") for the purpose of the construction of certain public sanitary sewer Improvements within the Permanent Easement ("Public Sanitary Sewer Improvements");

WHEREAS, Partners are also prepared to grant a temporary construction easement to the City, across the Grantor Parcel that is more particularly described and depicted in attached Exhibit "C" ("Temporary Easement ") for the construction of the Public Sanitary Sewer Improvements;

WHEREAS, the City agrees to accept the Permanent Easement and Temporary Easement from Partners;

WHEREAS, the Parties have reached an agreement as to Permanent Easement and the Temporary Easement Area subject to the conditions as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **SECTION 1. REPRESENTATION, ACKNOWLEDGMENTS AND COVENANTS**

- 1.1 Recitals. The above Recitals and Exhibits are true and accurate in all respects and incorporated within this Agreement as if fully rewritten. The Recitals and Exhibits set forth above accurately describe the Grantor Parcel, Permanent Easement and Temporary Easement Area and the desires of the Parties;
- 1.2 True and Correct Statement. As a condition to the signing of this Agreement, the Parties are relying on the truth, completeness, and correctness of the statements and representations made herein, including

the Recitals and Exhibits, and represent for themselves that this Agreement contains no material misrepresentations or omissions by any of the Parties to this Agreement;

- 1.3 Good Faith. As of the Effective Date, Parties and their agents have acted at all times in a fair and reasonable manner, and in good faith, in connection with their negotiations in connection with this Agreement. The execution and delivery of this Agreement by the Parties was and is their free and voluntary act and deed, without any misapprehension as to the effect thereof, and without any coercion, duress, overreaching or any other misconduct by the other Party or their agent;
- 1.4 Legal Counsel. The Parties have had the opportunity to consult legal counsel concerning the execution and delivery of this Agreement;
- 1.5 Authority of Partners to Execute the Agreement;
  - (a) The execution, delivery, and performance by Partners of the Agreement and the other documents referred to herein which are required to be executed and delivered by Partners:
    - (i) Are within their powers and authority;
    - (ii) Do not contravene its Partnership Agreement, or any amendments thereto;
    - (iii) Do not contravene any agreements;
  - (b) No authorization or approval or action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery, and performance by Partners of this Agreement or any of the agreements or documents referred to herein;
  - (c) This Agreement and the other documents create and constitute legal, valid, enforceable and binding obligations of the Partners, as appropriate, in accordance with their respective terms;
  - (d) That the Partners are authorized to do business in the State of Indiana and validly exists under the laws of the State of Indiana.
- 1.6 Authority of the City to Execute Agreement;
  - (a) The execution, delivery and performance by the City of the Agreement:
    - (i) Are within its powers and authority;
    - (ii) Do not contravene its ordinances or laws of the State of Indiana;

- (iii) Do not contravene any agreements;
    - (iv) That the undersigned representative of the City are authorized to act on behalf of and bind the City.
  - (b) No authorization or approval or action by, and no notice to or filing with any other governmental authority or regulatory body is required for the due execution, delivery, and performance by the City of this Agreement or any of the agreements or documents referred to herein;
  - (c) This Agreement and the other documents create and constitute legal, valid, enforceable and binding obligations of City, as appropriate, in accordance with their respective terms.
- 1.7 Grantor Parcel Representations. Partners represent and warrant, as of the Effective Date, that:
- (a) Partners are the sole owner of the Grantor Parcel;
  - (b) There are not liens or encumbrances as to the Grantor Parcel;
  - (c) There are no pending litigation relating to the Grantor Parcel;
  - (d) Partners have not:
    - (i) Sold, assigned, pledged or transferred any of its rights, title or interest in the Grantor Parcel;
    - (ii) Made a general assignment for the benefit of creditors;
    - (iii) Filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors;
    - (iv) Suffered the appointment of a receiver to take possession of all, or substantially all, of their assets; or
    - (v) Suffered the attachment or other judicial seizure of all, or substantially all, of their assets.
  - (e) Partners' representations and warranties in this Agreement are and shall be true and correct at the Closing Date and shall survive the Effective Date.
- 1.8 Capitalized Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the documents referenced in this Agreement.

**SECTION 2. CONDITIONS PRECEDENT TO THE CITY'S PAYMENT TO THE PARTNERS**

- 2.1 The terms and conditions of the City's payment to Partners, as described in Section 3, shall not become effective or enforceable against the City until:
- (a) The Agreement has been executed by all Parties and delivered to each Party on or before the 20<sup>th</sup> day of September 2023; or the terms and conditions of the Agreement shall be null and void;
  - (b) Partners have delivered, or caused to be delivered to the City, a Sanitary Sewer Easement Agreement, granting the Permanent Easement to the City in the form of that attached hereto as Exhibit "D";
  - (c) Partners have delivered, or caused to be delivered to the City, a Temporary Construction Easement Agreement, granting the Temporary Easement to the City, in the form of that attached hereto as Exhibit "E".

**SECTION 3. PAYMENT**

- 3.1 The City shall pay the Partners the sum of Nine Thousand Dollars and No Cents (\$9,000.00) within thirty (30) days of the Effective Date.

**SECTION 4. CITY'S WARRANTIES**

- 4.1 The City shall construct the Public Sanitary Sewer Improvements so that farm equipment used by the Partners shall have the ingress and egress for farming, planting and harvesting crops on the remaining Grantor Parcel and the Public Sanitary Sewer Improvements shall be constructed consistent with the construction drawings ("Construction Drawings") attached as Exhibit "F". The parties agree that construction of the Public Sanitary Sewer Improvements in accordance with the Construction Drawings shall satisfy this obligation of the City.
- 4.2 Upon the completion of the construction of the Public Sanitary Sewer Improvements, the City shall restore the existing fence (or a suitable replacement) that was located on the Permanent Easement.
- 4.3 During the construction of the Public Sanitary Sewer Improvements, the City shall grant reasonable access at all times, from the Public Sanitary Sewer Improvements to the remaining Partner's Parcel for the purpose of farming, planting and harvesting crops on the remaining Grantor Parcel. Partners or their Tenant farmer shall provide twenty-four (24) hours advance notice to the City Engineer so that access through the closed intersection can be coordinated with the City Contractor. Said access may be outside of the roadway but across public right of way, depending upon construction activities at that time.

## **SECTION 5. REPRESENTATION OF COMPREHENSION OF DOCUMENT**

- 5.1 In entering into this Agreement, the Parties represent and warrant that the terms of the Agreement have been completely read and explained to each and that the terms of the Agreement are fully understood and voluntarily accepted by each Party.

## **SECTION 6. ATTORNEY FEES**

- 6.1 If any Party hereto commences any action arising out of this Agreement, including, without limitation, any action to enforce or interpret this Agreement, the prevailing Party or Parties in such action shall be entitled to recover reasonable attorney's fees and other expenses incurred in such action;
- 6.2 Any award of attorney's fees hereunder shall not be computed according to any court schedule, but, instead, shall be in such amount as to fully reimburse all reasonable attorney's fees actually incurred in good faith, regardless of the size of the judgment, since it is the intention of all Parties to compensate fully the prevailing Party for all attorney's fees paid or incurred in good faith.

## **SECTION 7. GOVERNING LAW**

- 7.1 This settlement agreement shall be construed and interpreted in accordance with the laws of the State of Indiana.

## **SECTION 8. ADDITIONAL DOCUMENTS**

- 8.1 All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

## **SECTION 9. AMENDMENT AND ENTIRETY OF AGREEMENT**

- 9.1 No waiver of or consent to any departure from any provision hereof shall be effective unless in writing and signed by the authorized representative of the Party against whom such a waiver or consent is asserted and shall be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing;
- 9.2 No delay or omission by any Party hereto to exercise any right or remedy upon the happening of any event of default hereunder shall impair such right or remedy or be deemed to be a waiver of such event of default;
- 9.3 This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations, agreements and understandings relative to such subject matter.

## **SECTION 10. THIRD-PARTY BENEFICIARIES**

- 10.1 All of the conditions and obligations hereunder are imposed solely and exclusively for the benefit of the Parties hereto and their successors and assigns. No other person or entities shall obtain any interest herein or require satisfaction of such conditions in accordance with the terms hereof or be entitled to assume that any of the Parties hereto will enforce such conditions and obligations and no other person shall, under any circumstances, be beneficiary of such conditions.

## **SECTION 11. SEVERABILITY**

- 11.1 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be construed as if such invalid or unenforceable provisions had never been contained in this Agreement.

## **SECTION 12. TIME IS OF THE ESSENCE**

- 12.1 The Parties further acknowledge that TIME IS OF THE ESSENCE with respect to the time for performance of the terms and provisions of this Agreement.

## **SECTION 13. NOTICES**

- 13.1 All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service such as Federal Express, and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States Post Office, or (iii) if sent by overnight delivery service, the first business day after deposit of such notice with such delivery service.

To City:

City of Franklin  
Office of the Mayor  
70 East Monroe Street  
Franklin, Indiana 46131

With copy to (not constituting notice)

City Attorney  
Lynnette Gray  
63 East Court Street  
Franklin, IN 46131

To Partners:

Simon Farms  
George E. Simon, Manager  
4594 North Centerline Road  
Whiteland, Indiana 46184

With copy to (not constituting notice)

Stephen L. Huddleston  
Huddleston & Huddleston  
98 West Jefferson Street  
Franklin Indiana 46131

#### **SECTION 14. SEPARATE SIGNATURES**

- 14.1 To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart;
- 14.2 All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto;
- 14.3 Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

#### **SECTION 15. CAPTIONS**

- 15.1 The captions and headings of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience of reference;
- 15.2 Such captions are not a part of this Agreement and shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of this Agreement.

#### **SECTION 16. EFFECTIVENESS**

- 16.1 This Agreement shall become effective upon the last date of any Party to execute this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year stated below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]

Simon Farms

By [Signature]  
George E. Simon, Partner  
Dated: 9/7/2023

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this 7<sup>th</sup> day of September 2023, before me personally appeared, Simon Farms, by its Partner, George E. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

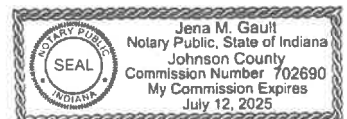
Notary Signature: [Signature]

Notary Printed Name: Jena M. Gault

Notary Public for Johnson County

Commission No. 702690

My Commission Expires: July 12, 2025





Simon Farms

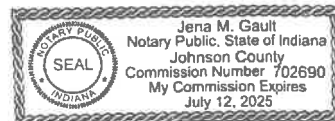
By Marjorie G. Simon  
Marjorie G. Simon, Partner  
Dated: 9-8-23

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this 8<sup>th</sup> day of September 2023, before me personally appeared, Simon Farms, by its Partner, Marjorie G. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: Jena M. Gault  
Notary Printed Name: Jena M. Gault  
Notary Public for Johnson County  
Commission Number: 702690  
My Commission Expires: July 12, 2025



Simon Farms

By Thomas E. Simon  
Thomas E. Simon, Partner  
Date: August 29, 2023

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this 29<sup>th</sup> day of August 2023, before me personally appeared,  
Simon Farms, by its Partner, Thomas E. Simon, to me known to be the person described  
in and who executed the foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal in the County and State aforesaid, the day and year first above written.



Notary Signature: Marie Michelle Stroud  
Notary Printed Name: Marie Michelle Stroud  
Notary Public for Johnson County  
Commission Number: NPD658889  
My Commission Expires: Oct. 5, 2030

Simon Farms

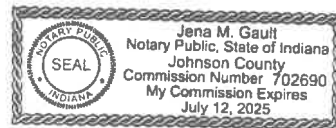
By Richard Simon  
Richard Simon, Partner  
Dated: September 5, 2023

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF Johnson)

On this 5<sup>th</sup> day of September 2023, before me personally appeared, Simon Farms, by its Partner, Richard Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: Jena M. Gault  
Notary Printed Name: Jena M. Gault  
Notary Public for Johnson County  
Commission Number: 702690  
My Commission Expires: July 12, 2025



Simon Farms

By Martha J Vawter  
Martha J. Vawter, Partner  
Dated: August 29, 2023

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this 29<sup>th</sup> day of August 2023, before me personally appeared,  
Simon Farms, by its Partner, Martha J Vawter, to me known to be the person described  
in and who executed the foregoing instrument and acknowledged that she executed the  
same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal in the County and State aforesaid, the day and year first above written.



Notary Signature: Marie Michelle Stroud  
Notary Printed Name: Marie Michelle Stroud  
Notary Public for Johnson County  
Commission Number: NP0658889  
My Commission Expires: Oct. 5, 2030

Simon Farms

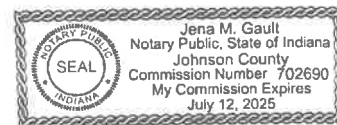
By Mark D. Simon  
Mark D. Simon, Partner  
Dated: 9/8/2023

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this 8<sup>th</sup> day of September 2023, before me personally appeared, Simon Farms, by its Partner, Mark D. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: Jena M. Gault  
Notary Printed Name: Jena M. Gault  
Notary Public for Johnson County  
Commission Number: 702690  
My Commission Expires: July 12, 2025



City of Franklin

By:

\_\_\_\_\_  
Steve Barnett, Mayor

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

STATE OF INDIANA       )  
                                      )SS  
COUNTY OF JOHNSON    )

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me personally appeared, City of Franklin, by its Mayor, Steve Barnett, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*This Instrument Prepared By: Stephen L. Huddleston, Attorney-at-Law, Huddleston & Huddleston, Clarke House, 98 West Jefferson Street, Franklin, IN 46131, at the specific request of the Partners and is based solely on information supplied by City and without examination for accuracy. This preparer assumes no liability for any errors, inaccuracy or omissions in this Agreement resulting from the information provided. The Parties accept this disclaimer by their execution of this Agreement.*

**EXHIBIT A**  
**GRANTOR PARCEL**  
**LEGAL DESCRIPTION**

### Legal Description

A part of the Northeast quarter of Section Nine (9), Township Twelve (12) North, Range Four (4) East of the Second Principal Meridian, bounded and described as follows:

Beginning at the Northeast corner of said quarter section; thence South along and upon the East line thereof forty-one (41) chains and forty-four (44) links to the Southeast corner of said quarter section; thence West along and upon the South line thereof thirty (30) chains and eleven (11) links; thence North twenty (20) chains and sixty-five (65) links, thence East twelve (12) chains and fifty-one (51) links; thence North twenty (20) chains and fifty-three (53) links to the North line of said quarter section; thence East along and upon said North line to the place of beginning, containing one hundred and ninety-eight hundredths (100.98) acres, more or less.

ALSO:

A part of the Southeast quarter of Section Nine (9), Township and Range aforesaid, bounded and described as follows, to-wit:

Beginning at the Northeast corner of said quarter section; thence South along the East line thereof to the Northeast corner of the South half of the Southeast quarter of the Southeast quarter of Section Nine (9); thence West to a point fourteen and one-half ( $14\frac{1}{2}$ ) rods West of the West line of said Southeast quarter of the Southeast quarter ; thence North to the North line of said Southeast quarter section; thence East to the place of beginning, containing seventy-one (71) acres, more or less.

ALSO:

The Northwest quarter of Section Ten (10), Township and Range aforesaid, containing one hundred sixty (160) acres, more or less.

ALSO:

A part of the West half of the Northeast quarter of Section Ten (10), Township and Range aforesaid, bounded and described as follows, to-wit:

Beginning at the Southwest corner of said half quarter section; thence East along and upon the South line thereof thirty-four (34) rods and twelve (12) links; thence North and parallel with the West line of said half quarter section to the middle of the county road running East and West through said half quarter section; thence West along and with the middle line of said road thirty-four (34) rods and twelve (12) links to the West line of half quarter section; thence South along and upon said West line seventy-nine (79) rods and eighteen and two-thirds ( $18\frac{2}{3}$ ) links to the place of beginning, containing seventeen and one-half ( $17\frac{1}{2}$ ) acres, more or less.

The premises herein described contain in the aggregate three hundred forty-nine and forty-eight hundredths (349.48) acres, more or less.



ALSO:

The following described real estate located in Franklin Township, Johnson County, Indiana, containing 29 acres in Section 3, Township 12, Range 4, and 57.24 acres, more or less, in Section 10 Township 12, Range 4, and more particularly described as follows:

A part of the West half of the Southeast quarter of Section Three (3) and a part of the Northeast quarter of Section Ten (10), Township and Range aforesaid:

Beginning at the Northwest corner of the Northeast quarter of said Section Ten (10); thence North sixteen and sixty-four hundredths (16.64) chains; thence East eleven and fifty hundredths (11.50) chains to the right-of-way of the Indianapolis, Columbus & Southern Traction Company; thence Southeasterly with said line to the middle of a public highway; thence South eighty-one (81) degrees West with said highway twenty-two (22) chains; thence North twenty-one and thirty-six hundredths (21.36) chains to the place of beginning.

ALSO: Beginning at a point on the East line of the Northeast quarter of Section Ten (10), said Township and Range aforesaid, ten and thirty-four hundredths (10.34) chains South of the Northeast corner thereof; thence West and parallel with the North line thereof twenty and forty-five hundredths (20.45) chains to the middle of the State Road; thence Northwesterly with said road to the North line of said quarter section; thence East twenty-three and twenty-seven hundredths (23.27) chains to the Northeast corner thereof; thence South to the place of beginning.

Containing in both tracts eighty-six and twenty-four hundredths (86.24) acres, more or less.

**EXHIBIT B**  
**PERMANENT EASEMENT**  
**LEGAL DESCRIPTION**

## EXHIBIT "B"

Project: Franklin -West Side Interceptor  
Parcel: 20  
Key No: Parcel # 41-08-09-014-001.000-008  
Form: Permanent Sanitary Easement

Sheet 1 of 1

Part of the Northeast Quarter of Section 9, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Deed Record 228, Page 719 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, page 2 of Exhibit A, described as follows:

A strip of land twenty feet (20') in uniform width, lying ten feet (10') wide on both sides of the following described centerline.

Beginning at Station 347+04.40 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the west line of said tract; thence North 89 degrees 09 minutes 41 seconds East along Line "A" and parallel with the south right-of-way of Simon Road (County Road 220 North) 302.14 feet to Station 350+06.54 of Line "A"; thence North 44 degrees 00 minutes 27 seconds East along Line "A" to north line of said tract and said right-of-way line 14.10 feet being Station 350+20.65. Containing in all 0.145 acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Deed Record 228, Page 719.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on October 20, 2022.



# PARCEL 20

OWNER: Simon Farms		CODE: NA	
PROJECT: West Side Interceptor		DES. NO.: NA	
COUNTY: Johnson		CHECKED BY: DJS	
S/T/R	ROAD: NA	DRAWN BY: MKS	
SEC. 9-T12N-R4E			

Deed Record 228, Page 719

EASEMENT ACQUISITION ON PARCEL FROM  
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT  
0.145± ACRES

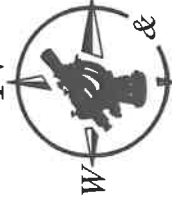
TEMPORARY EASEMENT  
0.250± ACRES

SCALE: 1"=100'



PREPARED FOR CITY OF FRANKLIN  
BY:

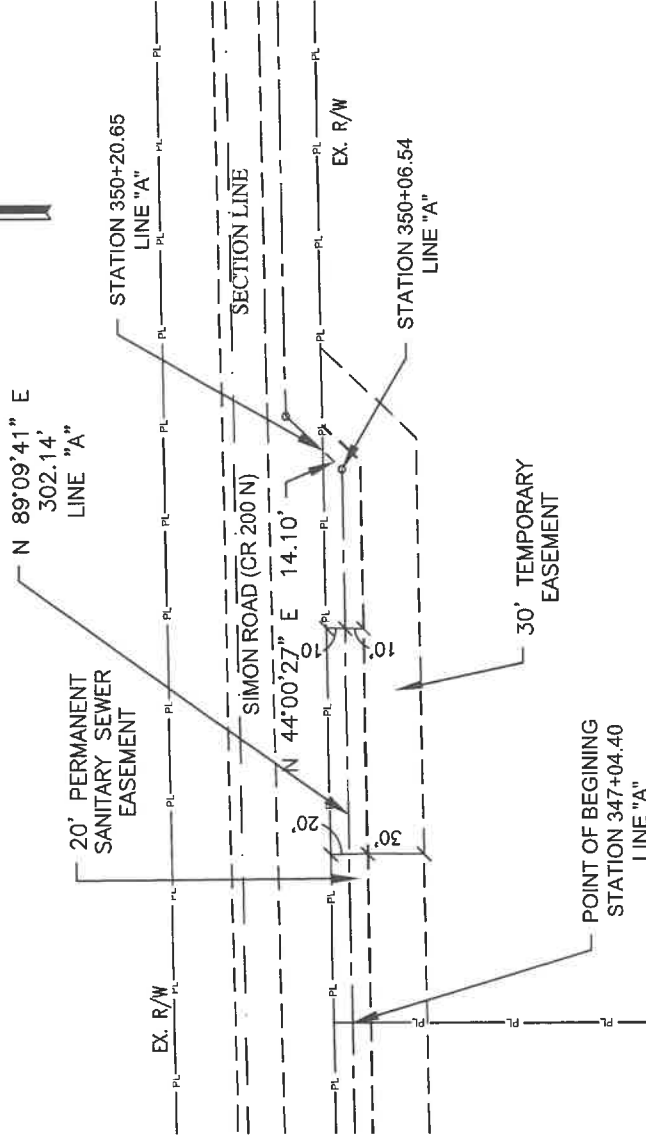
NORTHPOINTE



**SURVEYING, Inc.**

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

SIMON FARMS  
DEED RECORD 228, PAGE 719  
PARCEL  
41-08-09-014-001.000-008



**EXHIBIT C**  
**TEMPORARY EASEMENT**  
**LEGAL DESCRIPTION**

**Exhibit "C"**


Project:  
Parcel: Franklin -West Side Interceptor  
Key No: 20  
Form: Parcel # 41-08-09-014-001.000-008  
Temporary Easement

Part of the Northeast Quarter of Section 9, Township 12 North Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Deed Record 228, Page 719 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked page 2 of Exhibit A, described as follows

A strip of land thirty feet (30') in uniform width, the north line lying ten feet (10') south adjacent and parallel with the following described line.

Beginning at Station 347+04.40 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the west line of said tract; thence North 89 degrees 09 minutes 41 seconds East along Line "A" and parallel with the south right-of-way of Simon Road (County Road 220 North) 302.14 feet to Station 350+06.54 of Line "A"; thence North 44 degrees 00 minutes 27 seconds East along Line "A" to north line of said tract and said right-of-way line 14.10 feet being Station 350+20.65. Containing all 0.250 more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Deed Record 228, Page 719.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana. Professional Land Surveyor, License Number LS20100076, on October 20, 2022.

  
\_\_\_\_\_

# PARCEL 20

OWNER: Simon Farms	CODE: NA
PROJECT: West Side Interceptor	ROAD: NA
COUNTY: Johnson	S/T/R SEC. 9-T12N-R4E
	DRAWN BY: MKS
	CHECKED BY: DJS

Deed Record 228, Page 719

EASEMENT ACQUISITION ON PARCEL FROM  
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT  
0.145± ACRES

TEMPORARY EASEMENT  
0.250± ACRES

SCALE: 1"=100'

0' 50' 100'



PREPARED FOR CITY OF FRANKLIN  
BY:

NORTHPOINTE



SIMON FARMS  
DEED RECORD 228, PAGE 719  
PARCEL  
41-08-09-014-001.000-008

**SURVEYING, Inc.**

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



N 89°09'41" E  
302.14'  
LINE "A"

20' PERMANENT  
SANITARY SEWER  
EASEMENT

STATION 350+20.65  
LINE "A"

SIMON ROAD (CR 200 N)

N 44°00'27" E 14.10'

STATION 350+06.54  
LINE "A"

30' TEMPORARY  
EASEMENT

POINT OF BEGINNING  
STATION 347+04.40  
LINE "A"

EX. R/W

EX. R/W

**Exhibit D**  
**Sanitary Sewer Easement Agreement**



## **SANITARY SEWER EASEMENT AGREEMENT**

THIS SANITARY SEWER EASEMENT AGREEMENT ("Agreement"), \_\_ day of \_\_\_\_\_ 2023, is by and between SIMON FARMS, an Indiana General Partnership, by its partners, George E. Simon, Marjorie G. Simon, Thomas E. Simon, Richard Simon, Martha J. Vawter and Mark D. Simon, ("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, as Parcel Number 41-08-09-014-001.000-008, 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, Grantee agrees to accept said sanitary sewer easement from Grantor;

WHEREAS, Grantor has agreed to grant such sanitary sewer 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. 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.

8. 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.

9. 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.

10. 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 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.

11. 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.

12. 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 Grantor: Simon Farms  
George E. Simon, Member  
4594 North Centerline Road  
Whiteland, IN 46184

If to Grantee: 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]

Simon Farms

By \_\_\_\_\_  
George E. Simon, Partner

STATE OF INDIANA        )  
                                      )SS  
COUNTY OF JOHNSON )

On this \_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, George E. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Simon Farms

By \_\_\_\_\_  
Marjorie G. Simon, Partner

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, Marjorie G. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Simon Farms

By \_\_\_\_\_  
Thomas E. Simon, Partner

STATE OF INDIANA        )  
                                      )SS  
COUNTY OF JOHNSON )

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, Thomas E. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Simon Farms

By \_\_\_\_\_  
Richard Simon, Partner

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, Richard Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Simon Farms

By \_\_\_\_\_  
Martha J. Vawter, Partner

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this \_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, Martha J Vawter, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Simon Farms

By \_\_\_\_\_  
Mark D. Simon, Partner

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this \_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, Mark D. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

City of Franklin

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

Steve Barnett, Mayor

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

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this \_\_\_ day of \_\_\_\_\_ 2023, before me personally appeared, City of Franklin, by its Mayor, Steve Barnett, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*This Instrument Prepared By: Stephen L. Huddleston, Attorney-at-Law, Huddleston & Huddleston, Clarke House, 98 West Jefferson Street, Franklin, IN 46131, at the specific request of the Partners and is based solely on information supplied by City and without examination for accuracy. This preparer assumes no liability for any errors, inaccuracy or omissions in this Agreement resulting from the information provided. The Parties accept this disclaimer by their execution of this Agreement.*

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.

s/Stephen L. Huddleston

**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTOR PARCEL**

#### Legal Description

A part of the Northeast quarter of Section Nine (9), Township Twelve (12) North, Range Four (4) East of the Second Principal Meridian, bounded and described as follows:

Beginning at the Northeast corner of said quarter section; thence South along and upon the East line thereof forty-one (41) chains and forty-four (44) links to the Southeast corner of said quarter section; thence West along and upon the South line thereof thirty (30) chains and eleven (11) links; thence North twenty (20) chains and sixty-five (65) links, thence East twelve (12) chains and fifty-one (51) links; thence North twenty (20) chains and fifty-three (53) links to the North line of said quarter section; thence East along and upon said North line to the place of beginning, containing one hundred and ninety-eight hundredths (100.98) acres, more or less.

ALSO:

A part of the Southeast quarter of Section Nine (9), Township and Range aforesaid, bounded and described as follows, to-wit:

Beginning at the Northeast corner of said quarter section; thence South along the East line thereof to the Northeast corner of the South half of the Southeast quarter of the Southeast quarter of Section Nine (9); thence West to a point fourteen and one-half (14 ½) rods West of the West line of said Southeast quarter of the Southeast quarter ; thence North to the North line of said Southeast quarter section; thence East to the place of beginning, containing seventy-one (71) acres, more or less.

ALSO:

The Northwest quarter of Section Ten (10), Township and Range aforesaid, containing one hundred sixty (160) acres, more or less.

ALSO:

A part of the West half of the Northeast quarter of Section Ten (10), Township and Range aforesaid, bounded and described as follows, to-wit:

Beginning at the Southwest corner of said half quarter section; thence East along and upon the South line thereof thirty-four (34) rods and twelve (12) links; thence North and parallel with the West line of said half quarter section to the middle of the county road running East and West through said half quarter section; thence West along and with the middle line of said road thirty-four (34) rods and twelve (12) links to the West line of half quarter section; thence South along and upon said West line seventy-nine (79) rods and eighteen and two-thirds (18 2/3) links to the place of beginning, containing seventeen and one-half (17 ½) acres, more or less.

The premises herein described contain in the aggregate three hundred forty-nine and forty-eight hundredths (349.48) acres, more or less.

ALSO:

The following described real estate located in Franklin Township, Johnson County, Indiana, containing 29 acres in Section 3, Township 12, Range 4, and 57.24 acres, more or less, in Section 10 Township 12, Range 4, and more particularly described as follows:

A part of the West half of the Southeast quarter of Section Three (3) and a part of the Northeast quarter of Section Ten (10), Township and Range aforesaid:

Beginning at the Northwest corner of the Northeast quarter of said Section Ten (10); thence North sixteen and sixty-four hundredths (16.64) chains; thence East eleven and fifty hundredths (11.50) chains to the right-of-way of the Indianapolis, Columbus & Southern Traction Company; thence Southeasterly with said line to the middle of a public highway; thence South eighty-one (81) degrees West with said highway twenty-two (22) chains; thence North twenty-one and thirty-six hundredths (21.36) chains to the place of beginning.

ALSO: Beginning at a point on the East line of the Northeast quarter of Section Ten (10), said Township and Range aforesaid, ten and thirty-four hundredths (10.34) chains South of the Northeast corner thereof; thence West and parallel with the North line thereof twenty and forty-five hundredths (20.45) chains to the middle of the State Road; thence Northwesterly with said road to the North line of said quarter section; thence East twenty-three and twenty-seven hundredths (23.27) chains to the Northeast corner thereof; thence South to the place of beginning.

Containing in both tracts eighty-six and twenty-four hundredths (86.24) acres, more or less.

**EXHIBIT B**  
**PERMANENT EASEMENT AREA**



## EXHIBIT "B"

Project: Franklin -West Side Interceptor  
Parcel: 20  
Key No: Parcel # 41-08-09-014-001.000-008  
Form: Permanent Sanitary Easement

Sheet 1 of 1

Part of the Northeast Quarter of Section 9, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Deed Record 228, Page 719 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, page 2 of Exhibit A, described as follows:

A strip of land twenty feet (20') in uniform width, lying ten feet (10') wide on both sides of the following described centerline.

Beginning at Station 347+04.40 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the west line of said tract; thence North 89 degrees 09 minutes 41 seconds East along Line "A" and parallel with the south right-of-way of Simon Road (County Road 220 North) 302.14 feet to Station 350+06.54 of Line "A"; thence North 44 degrees 00 minutes 27 seconds East along Line "A" to north line of said tract and said right-of-way line 14.10 feet being Station 350+20.65. Containing in all 0.145 acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Deed Record 228, Page 719.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on October 20, 2022.



# PARCEL 20

OWNER: Simon Farms	CODE: NA
PROJECT: West Side Interceptor	DES. NO.: NA
COUNTY: Johnson	CHECKED BY: DJS
S/T/R SEC. 9-T12N-R4E	DRAWN BY: MKS

Deed Record 228, Page 719

EASEMENT ACQUISITION ON PARCEL FROM  
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT  
0.145± ACRES

TEMPORARY EASEMENT  
0.250± ACRES

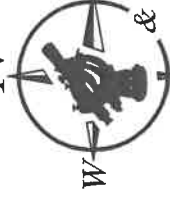
SCALE: 1"=100'

0' 50' 100'



PREPARED FOR CITY OF FRANKLIN  
BY:

NORTHPOINTE



**SURVEYING, Inc.**

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

SIMON FARMS  
DEED RECORD 228, PAGE 719  
PARCEL  
41-08-09-014-001.000-008



N 89°09'41" E  
302.14'  
LINE "A"

STATION 350+20.65  
LINE "A"

SECTION LINE

SIMON ROAD (CR 200 N)

N 44°00'27" E 14.10'

STATION 350+06.54  
LINE "A"

EX. R/W

20' PERMANENT  
SANITARY SEWER  
EASEMENT

30' TEMPORARY  
EASEMENT

POINT OF BEGINNING  
STATION 347+04.40  
LINE "A"

EXHIBIT E  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between, SIMON FARMS, an Indiana General Partnership, by its Partners, George E. Simon, Marjorie G. Simon, Thomas E. Simon, Richard Simon, Martha J. Vawter and Mark D. Simon, ("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"); and (Grantor Grantee, referred to individually, as a "Party," and collectively as the "Parties").

### RECITALS

WHEREAS, Grantor is the owner of certain real estate located in Franklin, Indiana 46131, as Parcel Number 41-08-09-014-001.000-008 and more particularly described in attached Exhibit "A" ("Grantor Parcel");

WHEREAS, the Grantee is the owner of certain permanent easement located in Franklin, Indiana, which is more particularly described in Exhibit "B" attached hereto, ("Permanent Easement") which was acquired from the Grantor for the purpose of construction of Public Sanitary Sewer Improvements ("Public Sanitary Sewer Improvements") within said Permanent Easement;

WHEREAS, the Grantor Parcel and the Permanent are adjacent;

WHEREAS, Grantee desires a temporary construction easement across the Grantor Parcel, that is more particularly described and depicted in attached Exhibit "C" ("Temporary Easement Area") for the construction of the Public Sanitary Sewer Improvements within the Permanent Easement;

WHEREAS, Grantor desire to grant said temporary construction easement to the Grantee, subject to the conditions set for in this Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements herein contained, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and the above recitals and mutual covenants set forth herein, the Parties agree as follows:

### **SECTION 1. REPRESENTATIONS, ACKNOWLEDGEMENTS AND COVENANTS**

- 1.1 Recitals. The above Recitals and Exhibits are true and accurate in all respects and incorporated within this Agreement as if fully rewritten. The Recitals and Exhibits set forth above accurately describe the Grantor Parcel, Permanent and Temporary Easement Area and the desires of the Parties;

- 1.2 True and Correct Statement. As a condition to the signing of this Agreement, the Parties are relying on the truth, completeness, and correctness of the statements and representations made herein, including the Recitals and Exhibits, and represent for themselves that this Agreement contains no material misrepresentations or omissions by any of the Parties to this Agreement;
- 1.3 Good Faith. As of the Effective Date, Parties and their agents have acted at all times in a fair and reasonable manner, and in good faith, in connection with their negotiations in connection with this Agreement. The execution and delivery of this Agreement by the Parties was and is their free and voluntary act and deed, without any misapprehension as to the effect thereof, and without any coercion, duress, overreaching or any other misconduct by the other Party or their agent;
- 1.4 Legal Counsel. The Parties have had the opportunity to consult legal counsel concerning the execution and delivery of this Agreement;
- 1.5 Authority of Grantor to Execute the Agreement;
- (a) The execution, delivery, and performance by Grantor of the Agreement and the other documents referred to herein which are required to be executed and delivered by Grantor:
    - (i) Are within their powers and authority;
    - (ii) Do not contravene its Partnership Agreement, or any amendments thereto;
    - (iii) Do not contravene any agreements;
  - (b) No authorization or approval or action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery, and performance by Grantor of this Agreement or any of the agreements or documents referred to herein;
  - (c) This Agreement and the other documents create and constitute legal, valid, enforceable and binding obligations of the Grantor, as appropriate, in accordance with their respective terms;
  - (d) That the Grantor is authorized to do business in the State of Indiana and validly exists under the laws of the State of Indiana.
- 1.6 Authority of the Grantee to Execute Agreement;
- (a) The execution, delivery and performance by the Grantee of the Agreement:
    - (i) Are within its powers and authority;

- (ii) Do not contravene its ordinances or laws of the State of Indiana;
  - (iii) Do not contravene any agreements;
  - (iv) That the undersigned representative of the Grantee are authorized to act on behalf of and bind the Grantee.
- (b) No authorization or approval or action by, and no notice to or filing with any other governmental authority or regulatory body is required for the due execution, delivery, and performance by the Grantee of this Agreement or any of the agreements or documents referred to herein;
  - (c) This Agreement and the other documents create and constitute legal, valid, enforceable and binding obligations of Grantee, as appropriate, in accordance with their respective terms.

**1.7 Grantor Parcel Representations.** Grantor represent and warrant, as of the Effective Date, that:

- (a) Grantor is the sole owner of the Grantor Parcel;
- (b) There are not liens or encumbrances as to the Grantor Parcel;
- (c) There are no pending litigation relating to the Grantor Parcel;
- (d) Grantor have not:
  - (i) Sold, assigned, pledged or transferred any of its rights, title or interest in the Grantor Parcel;
  - (ii) Made a general assignment for the benefit of creditors;
  - (iii) Filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors;
  - (iv) Suffered the appointment of a receiver to take possession of all, or substantially all, of their assets; or
  - (v) Suffered the attachment or other judicial seizure of all, or substantially all, of their assets.
- (e) Grantor' representations and warranties in this Agreement are and shall be true and correct at the Closing Date and shall survive the Effective Date.

**1.8 Capitalized Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the documents referenced in this Agreement.

## **SECTION 2. GRANT OF EASEMENT**

- 2.1 Grantor hereby grants to Grantee, its members, employees, contractors, invitees, and agents (collectively, "Grantee Permittees"), a temporary, exclusive right, privilege and easement for the benefit of the Permanent Easement for construction of the Public Sanitary Sewer Improvements within the Permanent Easement, on, over, under, across and through that portion of the Grantor Parcel, which is more particularly described in Exhibit "C", Temporary Easement Area, (the "Temporary Easement");
- 2.2 The Grantee's use pursuant to such Temporary Easement shall not unreasonably interfere with the use, operation and enjoyment of the Grantor Parcel;
- 2.3 The Temporary Easement shall be for the benefit of the Permanent Easement and shall run with the Grantor Parcel and shall be binding upon the successors and assigns of all persons and entities owning the Grantor Parcel and shall benefit the successors and assigns of all persons and entities owning the Permanent Easement and be for the exclusive use of the Grantee only.

## **SECTION 3. CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS**

- 3.1 Liens. Grantee shall not permit any lien to remain against the Temporary Easement Area in connection with its use of or activities within the Temporary Easement. Grantee shall indemnify, hold harmless and defend Grantor, and its successors and assigns, for, from and against all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any liens asserted against the Temporary Easement Area as the result of Grantee's use of or activities in the Temporary Easement;
- 3.2 Term and Modification. The Temporary Easement granted herein shall be extinguished and become void and revert to the Grantor and/or the Grantor's successor(s) in title upon completion of the construction of the Public Sanitary Sewer Improvements within the Permanent Easement, or after the 1<sup>st</sup> day of January 2034 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. Upon failure of the Grantee to record said release, the Grantor shall have the right to record a notice of termination, without consent from the Grantee.

## **SECTION 4. PROTECTION OF THE IMPROVEMENTS**

- 4.1 Grantor shall at all times have the right to occupy the Temporary Easement Area; provided, that use of the Temporary Easement Area by Grantor does not in any fashion hinder, disrupt or interfere with the use or proper functioning of the Public Sanitary Sewer Improvements within the Permanent Easement.

**SECTION 5. INDEMNIFICATION**

- 5.1 Grantee hereby agrees to indemnify, release, hold harmless and defend Grantor, and its successors and assigns, for, from and against all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of Grantee's use of the Temporary Easement Area and the Temporary Easement.

**SECTION 6. DAMAGES**

- 6.1 Damages Caused by Grantee. Grantee agrees to repair or pay Grantor for actual damages sustained by Grantor to fences, gates, irrigation and drainage systems, drives, and crops that are permitted herein, when such damages arise out of Grantee's assigns, agents, contractors, or sub-contractors.

**SECTION 7. SEVERABILITY**

- 7.1 If any provision of this Agreement or a portion thereof or the application thereof as to any person or circumstance shall be held invalid, inoperable or unenforceable, the remainder of this Agreement or the application of such remaining provision or portion thereof to any person or persons or circumstances shall not be affected;
- 7.2 It shall not be deemed that any such invalid provision affects consideration of the Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 8. NOTICES:**

- 8.1 All notices, requests, demands and other communications that are required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally; (b) at the time of receipt of confirmation by the transmitting Party if by facsimile transmission; (d) on the third day after mailing if mailed by first class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section; or (e) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours, in each case, for overnight delivery against receipt, and properly addressed as set forth in this Section as follows:

To Grantee:

City of Franklin  
Office of the Mayor  
70 East Monroe Street  
Franklin, Indiana 46131



To Grantor:

Simon Farms  
George E. Simon, Manager  
4594 North Centerline Road  
Whiteland, Indiana 46184

- 8.2 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.

**SECTION 9. GOVERNING LAW**

- 9.1 This Agreement shall be construed in accordance with the laws of the State of Indiana;
- 9.2 This Agreement has been entered into in Indiana and shall be performable for all purposes in such State.

**SECTION 10. ATTORNEY FEES**

- 10.1 In any legal or equitable proceeding to determine the rights of the Parties to enforce or restrain the breach of this Agreement, the losing Party or Parties, as determined by the court, hearing officer, other tribunal, or arbiter utilized for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing Party or Parties;
- 10.2 Prevailing Party shall include, but not be limited to, a Party who obtains legal counsel or brings an action against the other by reasons of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

**SECTION 11. AMENDMENT AND ENTIRETY OF AGREEMENT**

- 11.1 No waiver of or consent to any departure from any provision hereof shall be effective unless in writing and signed by the authorized representative of the Party against whom such a waiver or consent is asserted and shall be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing;
- 11.2 No delay or omission by any Party hereto to exercise any right or remedy upon the happening of any event of default hereunder shall impair such right or remedy or be deemed to be a waiver of such event of default;
- 11.3 This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations, agreements and understandings relative to such subject matter.

**SECTION 12. COUNTERPARTS**

- 12.1 This Agreement may be executed in multiple counterparts, each of which shall contain an original, and all of which taken together shall constitute one and the same agreement; provided, however, that the Agreement shall be of no force or effect until signed by all Parties hereto.

**SECTION 13. CAPTIONS**

- 13.1 The captions and headings of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience of reference;
- 13.2 Such captions are not a part of this Agreement and shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Easement to be executed as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGE]

Simon Farms

By \_\_\_\_\_  
George E. Simon, Partner

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this \_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, George E. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Simon Farms

By \_\_\_\_\_  
Marjorie G. Simon, Partner

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this \_\_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, Marjorie G. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Simon Farms

By \_\_\_\_\_  
Thomas E. Simon, Partner

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this \_\_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, Thomas E. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Simon Farms

By \_\_\_\_\_  
Richard Simon, Partner

STATE OF INDIANA        )  
  )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, Richard Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Simon Farms

By \_\_\_\_\_  
Martha J. Vawter, Partner

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this \_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, Martha J Vawter, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Simon Farms

By \_\_\_\_\_  
Mark D. Simon, Partner

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this \_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Simon Farms, by its Partner, Mark D. Simon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Grantee of Franklin

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

Steve Barnett, Mayor

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

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF JOHNSON )

On this \_\_ day of \_\_\_\_\_ 2023, before me personally appeared, Grantee of Franklin, by its Mayor, Steve Barnett, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Signature: \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

Notary Public for \_\_\_\_\_ County

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*This Instrument Prepared By: Stephen L. 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 Grantee and without examination for accuracy. This preparer assumes no liability for any errors, inaccuracy or omissions in this Agreement resulting from the information provided. The Parties accept this disclaimer by their execution of this Agreement.*

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.

s/Stephen L. Huddleston

**EXHIBIT "A"**  
**GRANTOR PARCEL**  
**LEGAL DESCRIPTION**

#### Legal Description

A part of the Northeast quarter of Section Nine (9), Township Twelve (12) North, Range Four (4) East of the Second Principal Meridian, bounded and described as follows:

Beginning at the Northeast corner of said quarter section; thence South along and upon the East line thereof forty-one (41) chains and forty-four (44) links to the Southeast corner of said quarter section; thence West along and upon the South line thereof thirty (30) chains and eleven (11) links; thence North twenty (20) chains and sixty-five (65) links, thence East twelve (12) chains and fifty-one (51) links; thence North twenty (20) chains and fifty-three (53) links to the North line of said quarter section; thence East along and upon said North line to the place of beginning, containing one hundred and ninety-eight hundredths (100.98) acres, more or less.

ALSO:

A part of the Southeast quarter of Section Nine (9), Township and Range aforesaid, bounded and described as follows, to-wit:

Beginning at the Northeast corner of said quarter section; thence South along the East line thereof to the Northeast corner of the South half of the Southeast quarter of the Southeast quarter of Section Nine (9); thence West to a point fourteen and one-half ( $14\frac{1}{2}$ ) rods West of the West line of said Southeast quarter of the Southeast quarter; thence North to the North line of said Southeast quarter section; thence East to the place of beginning, containing seventy-one (71) acres, more or less.

ALSO:

The Northwest quarter of Section Ten (10), Township and Range aforesaid, containing one hundred sixty (160) acres, more or less.

ALSO:

A part of the West half of the Northeast quarter of Section Ten (10), Township and Range aforesaid, bounded and described as follows, to-wit:

Beginning at the Southwest corner of said half quarter section; thence East along and upon the South line thereof thirty-four (34) rods and twelve (12) links; thence North and parallel with the West line of said half quarter section to the middle of the county road running East and West through said half quarter section; thence West along and with the middle line of said road thirty-four (34) rods and twelve (12) links to the West line of half quarter section; thence South along and upon said West line seventy-nine (79) rods and eighteen and two-thirds ( $18\frac{2}{3}$ ) links to the place of beginning, containing seventeen and one-half ( $17\frac{1}{2}$ ) acres, more or less.

The premises herein described contain in the aggregate three hundred forty-nine and forty-eight hundredths (349.48) acres, more or less.

ALSO:

The following described real estate located in Franklin Township, Johnson County, Indiana, containing 29 acres in Section 3, Township 12, Range 4, and 57.24 acres, more or less, in Section 10 Township 12, Range 4, and more particularly described as follows:

A part of the West half of the Southeast quarter of Section Three (3) and a part of the Northeast quarter of Section Ten (10), Township and Range aforesaid:

Beginning at the Northwest corner of the Northeast quarter of said Section Ten (10); thence North sixteen and sixty-four hundredths (16.64) chains; thence East eleven and fifty hundredths (11.50) chains to the right-of-way of the Indianapolis, Columbus & Southern Traction Company; thence Southeasterly with said line to the middle of a public highway; thence South eighty-one (81) degrees West with said highway twenty-two (22) chains; thence North twenty-one and thirty-six hundredths (21.36) chains to the place of beginning.

ALSO: Beginning at a point on the East line of the Northeast quarter of Section Ten (10), said Township and Range aforesaid, ten and thirty-four hundredths (10.34) chains South of the Northeast corner thereof; thence West and parallel with the North line thereof twenty and forty-five hundredths (20.45) chains to the middle of the State Road; thence Northwesterly with said road to the North line of said quarter section; thence East twenty-three and twenty-seven hundredths (23.27) chains to the Northeast corner thereof; thence South to the place of beginning.

Containing in both tracts eighty-six and twenty-four hundredths (86.24) acres, more or less.

**EXHIBIT "B"**  
**PERMANENT EASEMENT**  
**LEGAL DESCRIPTION**

## EXHIBIT "B"

Project: Franklin -West Side Interceptor  
Parcel: 20  
Key No: Parcel # 41-08-09-014-001.000-008  
Form: Permanent Sanitary Easement

Sheet 1 of 1

Part of the Northeast Quarter of Section 9, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Deed Record 228, Page 719 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, page 2 of Exhibit A, described as follows:

A strip of land twenty feet (20') in uniform width, lying ten feet (10') wide on both sides of the following described centerline.

Beginning at Station 347+04.40 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the west line of said tract; thence North 89 degrees 09 minutes 41 seconds East along Line "A" and parallel with the south right-of-way of Simon Road (County Road 220 North) 302.14 feet to Station 350+06.54 of Line "A"; thence North 44 degrees 00 minutes 27 seconds East along Line "A" to north line of said tract and said right-of-way line 14.10 feet being Station 350+20.65. Containing in all 0.145 acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Deed Record 228, Page 719.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on October 20, 2022.



# PARCEL 20

OWNER: Simon Farms	CODE: NA
PROJECT: West Side Interceptor	DES. NO.: NA
COUNTY: Johnson	DRAWN BY: MKS
S/T/R SEC. 9-T12N-R4E	CHECKED BY: DJS

Deed Record 228, Page 719

EASEMENT ACQUISITION ON PARCEL FROM  
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT  
0.145± ACRES

TEMPORARY EASEMENT  
0.250± ACRES

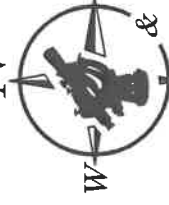
SCALE: 1"=100'

0' 50' 100'



PREPARED FOR CITY OF FRANKLIN  
BY:

NORTHPOINTE



6125 South East Street, Suite "B"  
Indianapolis, Indiana 46227-2147

Office - 317-884-3020  
www.apesindy.com

SIMON FARMS  
DEED RECORD 228, PAGE 719  
PARCEL  
41-08-09-014-001.000-008

N 89°09'41" E  
302.14'  
LINE "A"

20' PERMANENT  
SANITARY SEWER  
EASEMENT

EX. R/W

SIMON ROAD (CR 200 N)

N 44°00'27" E 14.10'

20'

30'

30' TEMPORARY  
EASEMENT

POINT OF BEGINNING  
STATION 347+04.40  
LINE "A"

STATION 350+20.65  
LINE "A"

SECTION LINE

STATION 350+06.54  
LINE "A"

EX. R/W

**EXHIBIT "C"**  
**TEMPORARY EASEMENT AREA**  
**LEGAL DESCRIPTION**



**Exhibit "C"**


Project:  
Parcel: Franklin -West Side Interceptor  
Key No: 20  
Form: Parcel # 41-08-09-014-001.000-008  
Temporary Easement

Part of the Northeast Quarter of Section 9, Township 12 North Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Deed Record 228, Page 719 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked page 2 of Exhibit A, described as follows

A strip of land thirty feet (30') in uniform width, the north line lying ten feet (10') south adjacent and parallel with the following described line.

Beginning at Station 347+04.40 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the west line of said tract; thence North 89 degrees 09 minutes 41 seconds East along Line "A" and parallel with the south right-of-way of Simon Road (County Road 220 North) 302.14 feet to Station 350+06.54 of Line "A"; thence North 44 degrees 00 minutes 27 seconds East along Line "A" to north line of said tract and said right-of-way line 14.10 feet being Station 350+20.65. Containing all 0.250 more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Deed Record 228, Page 719.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana. Professional Land Surveyor, License Number LS20100076, on October 20, 2022.



---



# PARCEL 20

OWNER: Simon Farms	CODE: NA
PROJECT: West Side Interceptor	DES. NO.: NA
COUNTY: Johnson	CHECKED BY: DJS
S/T/R SEC. 9-T12N-R4E	DRAWN BY: MKS

Deed Record 228, Page 719

EASEMENT ACQUISITION ON PARCEL FROM  
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT  
0.145± ACRES

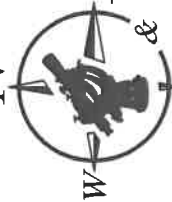
TEMPORARY EASEMENT  
0.250± ACRES

SCALE: 1"=100'



PREPARED FOR CITY OF FRANKLIN  
BY:

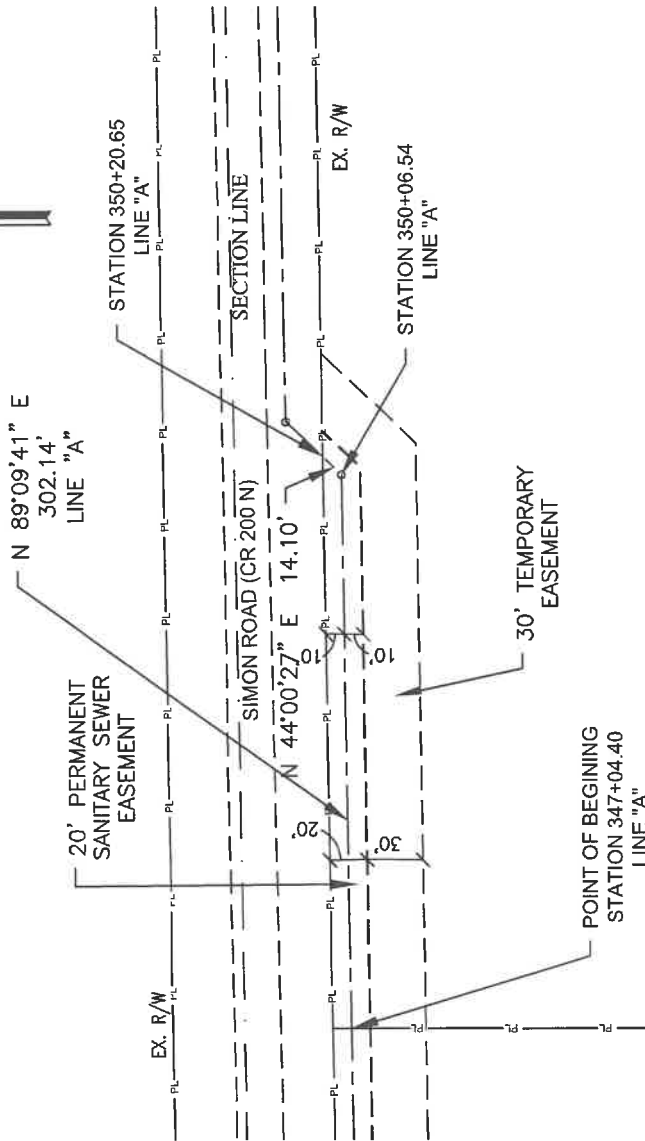
NORTHPOINTE



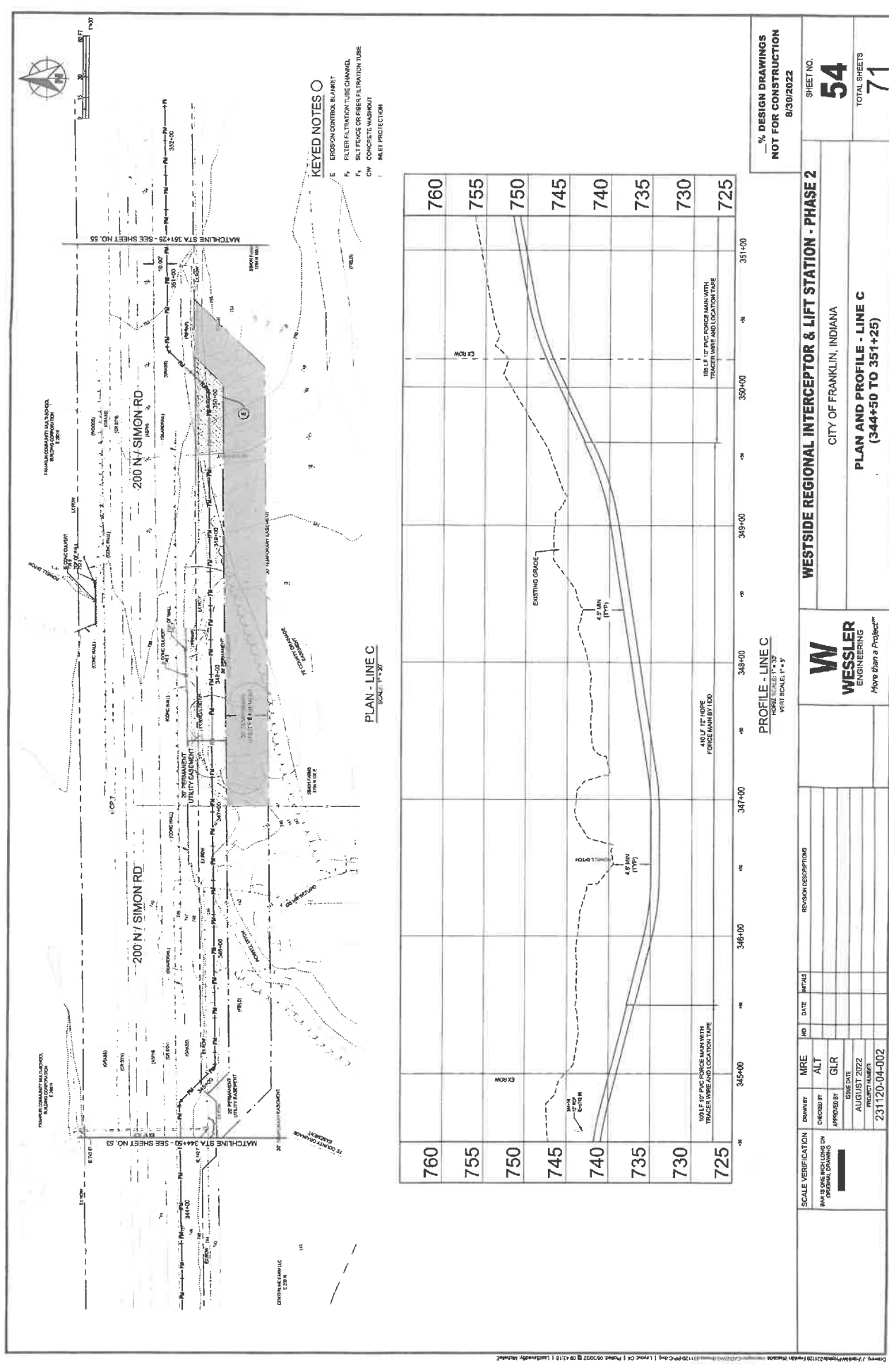
**SURVEYING, Inc.**

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

SIMON FARMS  
DEED RECORD 228, PAGE 719  
PARCEL  
41-08-09-014-001.000-008



**EXHIBIT "F"**  
**CONSTRUCTION DRAWINGS**



—% DESIGN DRAWINGS  
NOT FOR CONSTRUCTION  
8/30/2022

SHEET NO.  
**54**  
TOTAL SHEETS  
**71**

**WESTSIDE REGIONAL INTERCEPTOR & LIFT STATION - PHASE 2**  
CITY OF FRANKLIN, INDIANA

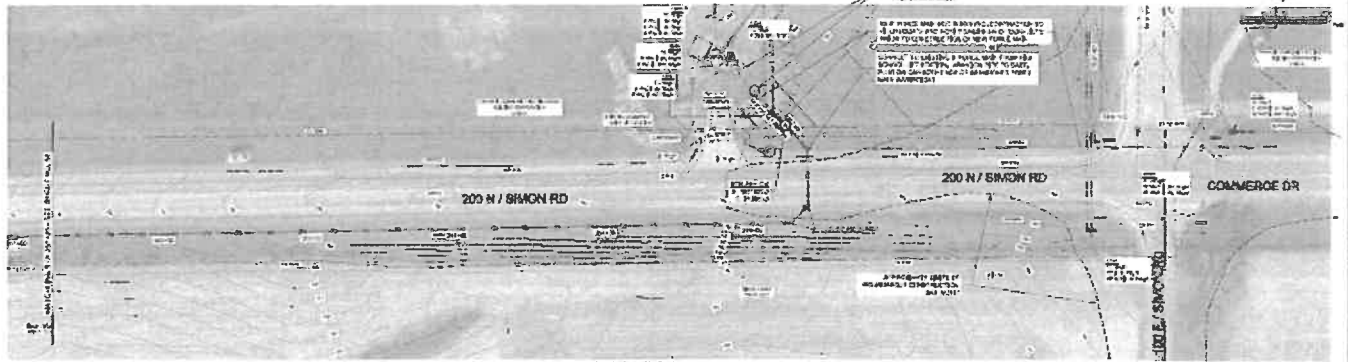
**PLAN AND PROFILE - LINE C**  
(344+50 TO 351+25)

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

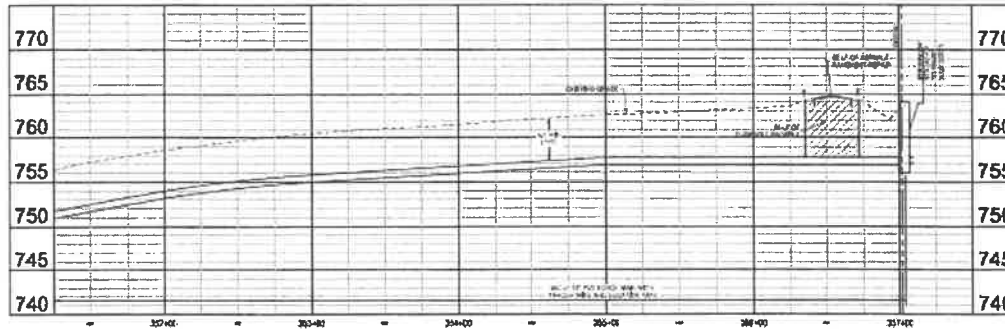
**PROFILE - LINE C**  
HORIZONTAL SCALE: 1" = 30'  
VERTICAL SCALE: 1" = 5'

SCALE VERIFICATION	DRAWN BY	MRE	NO	DATE	INITIALS	REVISION DESCRIPTIONS
SCALE IS ONE INCH LONG ON ORIGINAL DRAWING	CHECKED BY	ALT				
	APPROVED BY	GLR				
	DATE					
	231120-04-002					

## PLAN SHEET – EAST END



PLAN - LINE C  
SCALE 1" = 40'



PROFILE - LINE C  
VERTICAL SCALE 1" = 10'

### KEYED NOTES

1. EXISTING GROUND ELEVATION
2. EXISTING PROFILE
3. EXISTING GRADE
4. EXISTING ELEVATION
5. EXISTING GRADE
6. EXISTING GRADE
7. EXISTING GRADE
8. EXISTING GRADE
9. EXISTING GRADE
10. EXISTING GRADE
11. EXISTING GRADE
12. EXISTING GRADE
13. EXISTING GRADE
14. EXISTING GRADE
15. EXISTING GRADE
16. EXISTING GRADE
17. EXISTING GRADE
18. EXISTING GRADE
19. EXISTING GRADE
20. EXISTING GRADE

NOTES:  
1. THE PROPOSED PROFILE IS BASED ON THE EXISTING GROUND ELEVATION AND THE EXISTING GRADE. THE PROPOSED PROFILE IS BASED ON THE EXISTING GROUND ELEVATION AND THE EXISTING GRADE.

SCALE	DATE	BY	CHKD	APP'D	REVISIONS
1" = 40'	08/17/2023	ALT			
1" = 10'	08/17/2023	GLR			
1" = 10'	08/17/2023	GLR			
1" = 10'	08/17/2023	GLR			
1" = 10'	08/17/2023	GLR			
1" = 10'	08/17/2023	GLR			
1" = 10'	08/17/2023	GLR			
1" = 10'	08/17/2023	GLR			
1" = 10'	08/17/2023	GLR			
1" = 10'	08/17/2023	GLR			



**WESTSIDE REGIONAL INTERCEPTOR & LIFT STATION - PHASE 2**  
CITY OF FRANKLIN, INDIANA  
**PLAN AND PROFILE - LINE C**  
(351+00 TO 357+00)

1. DESIGN DRAWINGS  
NOT FOR CONSTRUCTION  
18/04/2022

SHEET NO.  
**55**  
TOTAL SHEETS  
**71**

