

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

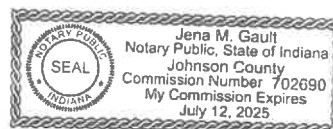
By George E. Simon
George E. Simon, Partner

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this 7th 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: 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

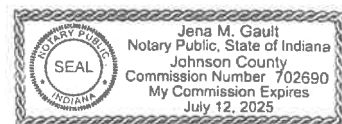
By Marjorie G. Simon
Marjorie G. Simon, Partner

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this 8th 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

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this 29th 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: NP0658889
My Commission Expires: Oct. 5, 2030

Simon Farms

By Richard Simon
Richard Simon, Partner

STATE OF INDIANA)
)SS
COUNTY OF Johnson)

On this 5th 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.

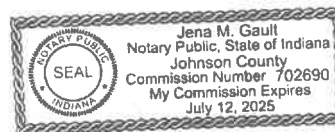
Notary Signature: Jena M. Gault

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

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this 22nd 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

STATE OF INDIANA)
)SS
COUNTY OF JOHNSON)

On this 8th 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.

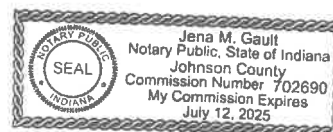
Notary Signature: Jena M. Gault

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.

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 ($14\frac{1}{2}$) 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 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		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



ENGINEERING

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

