

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	November 29, 2023	Meeting Date:	December 4, 2023
Contact Information:			
Requested by:	Mark Richards		
On Behalf of Organization or Individual: City of Franklin			
Telephone:	317-736-3631		
Email address:	mrichards@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Request acceptance of temporary and permanent sanitary sewer easements (Decker) for Phase 2 of Westside Sanitary Sewer Interceptor.			
List Supporting Documentation Provided:			
Temporary Construction Easements Permanent Sanitary Sewer Easements			
Who will present the request?			
Name:	Mark Richards	Telephone:	317-736-3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

Project: Franklin Westside Interceptor
Key Nos.: 41-08-23-034-016.001-008

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

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, Kathy L. Decker (hereinafter referred to as "GRANTOR"), warrants to the City of Franklin, Indiana, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that GRANTOR have title to said real estate and are fully empowered to convey said interest in real estate, and grant, bargain, sell, transfer, dedicate, and convey unto the GRANTEE an easement with the right to erect, construct, install and lay, use, operate, inspect, repair, maintain, replace and remove, sanitary sewer line(s) and appurtenances thereto, which is/are part of, or are to become part of, the GRANTEE's sanitary sewer utility system over, across, and through the land of the GRANTOR situated in Johnson County, State of Indiana, and said easement being described as follows:

A perpetual permanent easement, which is described on attached Exhibit "A" and depicted on the Parcel Plat Exhibit "B" and made a part hereof.

Cross-referencing Instrument No. 2006-025318 and Recorded on 09/27/2006

The GRANTEE covenants to maintain the easement in good repair so that no damage will result from its use to the adjacent land of the GRANTOR, his trustees, successors and assigns.

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

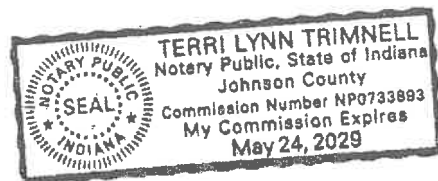
1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantors' Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.
4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.
5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.
6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.
7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantors' Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at 70 E. Monroe Street, Franklin, Indiana 46131.
8. Grantors shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee and shall comply with all applicable codes when making use of the land near the Facilities.
9. Notwithstanding anything to the contrary contained herein, Grantors shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.
10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee and shall defend and hold Grantee harmless from the claim of any third party that Grantor do not have such authority or title.
11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Kathy L. Decker represents and warrants that she is the surviving spouse of Neil G. Decker, who died in the County of Jackson, State of Indiana, on June 29, 2007, and that they lived together continuously as husband and wife until the date of decedent's death, that husband and wife held title to the subject real estate as tenants by the entireties, that all funeral expenses, expenses of last illness, and debts of every kind and character were fully paid, that state, federal, or any other taxes which might have been assessed against the decedent's estate have been paid in full. Kathy L. Decker makes these representations for the purpose of inducing the Auditor of said County to remove decedent's name from the tax records, and to induce the City of Franklin, Indiana, by its Board of Public Works and Safety to accept an easement from the Grantor conveying the subject real state to the City of Franklin, Indiana, by its Board of Public Works and Safety.

By: Latha L. Decker

Title: owner



STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

WITNESS MY HAND AND NOTARIAL SEAL THIS 10 DAY OF October, 2023.

Miss Lynn Sumner

Printed: Terri Lynn Trimmell

Resident of Johnson County

Commission No. NP0733893

My Commission Expires: 5/24/27

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2023.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Ken Austin, Member

Ken Austin, Member

Tina Gross, Member

Tina Gross, Member

Attest:

Jayne Rhoades, Clerk Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Signed: _____

Grantee Address: City of Franklin, 70 E. Monroe Street, Franklin, IN 46131.

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

EXHIBIT "A"

Project: Franklin – West Side Interceptor
Parcel: 3
Key No: Parcel # 41-08-23-034-016.001-008
Form: Permanent Sanitary Easement

Sheet 1 of 1

Part of the Southwest Quarter of Section 23, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 2006-025318 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", 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 38+52.18 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also the southeasterly line of said Instrument Number 2006-025318; thence North 53 degrees 30 minutes 27 seconds West along Line "A" 220.13 feet to the terminus of this centerline being Station 40+72.31 of Line "A", also being the northwesterly line of said Instrument Number 2006-025318.

The side lines of said twenty foot (20') easement to be extended or shortened to meet at the boundaries of said Instrument Number 2006-025318.

Containing 0.101 Acres more or less.

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



EXHIBIT B

PARCEL 3

OWNER: Kathy L. Decker	CODE: NA
PROJECT: West Side Interceptor	ROAD: NA
COUNTY: Johnson	S/T/R SEC. 23-T12N-R4E
	DRAWN BY: JAC
	CHECKED BY: DJS

Inst. No. 2006-025318

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
0.101± ACRES

TEMPORARY EASEMENT
0.152± ACRES

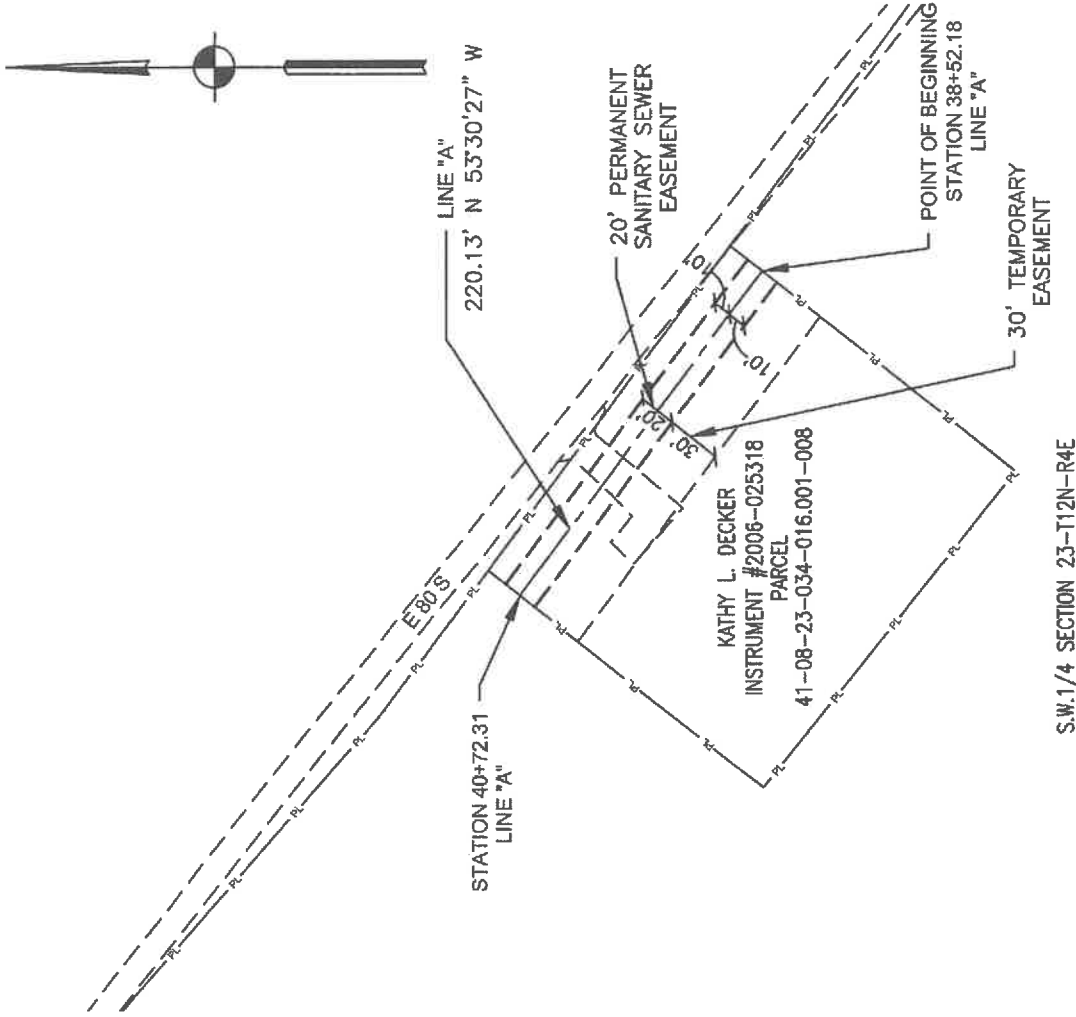
PREPARED FOR CITY OF FRANKLIN
BY:



SURVEYING, Inc.

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

SCALE: 1"=100'



Project: Franklin Westside Interceptor
Key Nos.: 41-08-23-034-016.001-008

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

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, Kathy L. Decker (hereinafter referred to as "GRANTOR"), Grants to the City of Franklin, Indiana, by and through its Board of Public Works and Safety, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that GRANTOR has title to said real estate and is fully empowered to convey said interest in real estate, and grants a temporary easement with the right to enter upon and have access for the purpose of general construction, which said work is incidental to the construction of a sanitary sewer facility known as the Westside Interceptor Project, and more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference which temporary easement shall be extinguished, become void and revert to the Grantor and/or the Grantor's successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantors.

Cross-referencing Instrument No. 2006-025318 and Recorded on 09/27/2006

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Franklin, Indiana, except: None

The said Grantor acknowledges that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor, for the purpose of inducing the City of Franklin, Indiana, by and through its Board of Public Works and Safety to accept this grant and to pay the hereinbefore referenced consideration, represent that the Grantor is the owner in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Kathy L. Decker represents and warrants that she is the surviving spouse of Neil G. Decker, who died in the County of JOSHUA, State of INDIANA, on June 29, 2007, and that they lived together continuously as husband and wife until the date of decedent's death, that husband and wife held title to the subject real estate as tenants by the entireties, that all funeral expenses, expenses of last illness, and debts of every kind and character were fully paid, that state, federal, or any other taxes which might have been assessed against the decedent's estate have been paid in full. Kathy L. Decker makes these representations for the purpose of inducing the Auditor of said County to remove decedent's name from the tax records, and to induce the City of Franklin, Indiana, by its Board of Public Works and Safety to accept an easement from the Grantor conveying the subject real state to the City of Franklin, Indiana, by its Board of Public Works and Safety.

By: Kaitlyn Decker

Title: owner

 **TERRI LYNN TRIMNELL**
Notary Public, State of Indiana
Johnson County
Commission Number NP0733893
My Commission Expires
May 24, 2029

WITNESS MY HAND AND NOTARIAL SEAL THIS 10 DAY OF October, 2023.

Printed: Terri Lynn Trimmell

Resident of Johnson County

Commission No. NP 0733893

My Commission Expires: 5/24/29

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2023.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Ken Austin, Member

Ken Austin, Member

Tina Gross, Member

Tina Gross, Member

Attest:

Jayne Rhoades, Clerk Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Signed: _____

Grantee Address: City of Franklin, 70 E. Monroe Street, Franklin, IN 46131.

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

EXHIBIT "A"

Project: Franklin – West Side Interceptor
Parcel: 3
Key No: Parcel # 41-08-23-034-016.001-008
Form: Temporary Easement

Sheet 1 of 1

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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 38+52.18 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also the southeasterly line of said Instrument Number 2006-025318; thence North 53 degrees 30 minutes 27 seconds West along Line "A" 220.13 feet to the terminus of this centerline being Station 40+72.31 of Line "A", also being the northwesterly line of said Instrument Number 2006-025318.

The side lines of said thirty foot (30') easement to be extended or shortened to meet at the boundaries of said Instrument Number 2006-025318.

Containing 0.152 Acres more or less.

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



