

**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:	January 30, 2024	Meeting Date:	February 5, 2024
Contact Information:			
Requested by:	Mark Richards		
On Behalf of Organization or Individual: Department of Planning & Engineering			
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 from Province Trust for the Westside Interceptor Sanitary Sewer Project, Phase 2			
List Supporting Documentation Provided:			
Temporary Construction Easement			
Permanent Sanitary Sewer Easement			
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 No.: 41-08-23-034-018.000-008

STATE OF INDIANA)
) **SANITARY SEWER EASEMENT**
COUNTY OF JOHNSON) 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, The Florencia L. Province Revocable Trust (hereinafter referred to as "GRANTOR"), warrant 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. 2008003927 and on 02/14/2009 (PER PRC)

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 Grantor's 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 Grantors shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.
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 Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. 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. Grantor 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, Grantor 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 Grantors 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 Grantors 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.

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

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this 28 day of December, 2023.

The Florencia L. Province Revocable Trust

By: Florencia L. Province

By: _____

Printed: Florencia L. Province

Printed: _____

Title: Trustee

Title: _____

STATE OF INDIANA)

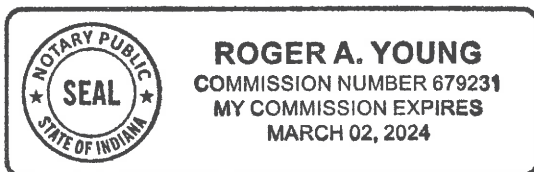
) SS:

COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, The Florencia L. Province Revocable Trust, By:

Florencia L. Province, Trustee, being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 28 DAY OF December, 2023.



Roger Young

Notary Public

Printed: Roger Young

Resident of Johnson County

Commission No. 679231

My Commission Expires: 03/02/2024

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin,
Johnson County, Indiana this _____ day of _____, 20____.

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

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Melissa L. Jones

Melissa L. Jones

Robert Swinehamer

Robert Swinehamer

Attest:

Jayne Rhoades, Clerk Treasurer

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

Signed _____

*Prepared by:
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
Grantor: The Florencia L. Province Revocable Trust
Parcel: 26
Key Nos: Parcel # 41-08-23-034-018.000-008
Form: Permanent 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 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 32+23.66 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the southern boundary of C.R. 80 S.; thence South 43 degrees 58 minutes 09 seconds West 15.55 feet along Line "A" to Station 32+39.21 on Line "A"; thence along a non-tangent curve to the right having a central angle of 18 degrees 14 minutes 19 seconds and a radius of 326.46 feet, having a chord bearing of North 79 degrees 08 minutes 57 seconds West and a chord distance of 103.48 feet; thence northwesterly along said curve and said Line "A" 103.92 feet to the terminus of this centerline being Station 33+43.13 on Line "A" and the historic centerline of Public Road (C.R. 80 S.).

The side lines of said twenty-foot (20') easement to be extended or shortened to meet at the southern boundary of C.R. 80 S. and the historic centerline of Public Road (C.R. 80 S.).

Containing 0.056 Acres, more or less.

This description was prepared for City of Franklin, Indiana by Justin R. Frazier, Indiana Professional Surveyor, License Number LS20600035, on May 22, 2023.

Justin R. Frazier

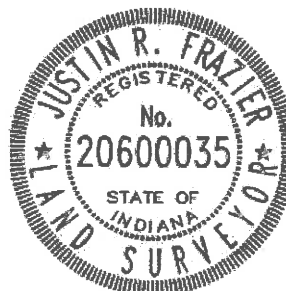


EXHIBIT "A"

Project: Franklin – West Side Interceptor
Grantor: The Florencia L. Province Revocable Trust
Parcel: 26A
Key Nos: Parcel # 41-08-23-034-018.000-008
Form: Permanent 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 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 31+50.77 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, being a point on the east line of said southwest quarter section; thence South 88 degrees 58 minutes 09 seconds West 6.67 feet along Line "A" to Station 31+57.44 on Line "A"; thence South 43 degrees 58 minutes 09 seconds West along Line "A" 43.59 feet to the terminus of this centerline being Station 32+01.03 on Line "A" and the northeastern boundary of C.R. 80 S.

The side lines of said twenty-foot (20') easement to be extended or shortened to meet at the northeastern boundary of C.R. 80S and the east line of said southwest quarter section.

Containing in all 0.023 Acres, more or less.

This description was prepared for City of Franklin, Indiana by Justin R. Frazier, Indiana Professional Surveyor, License Number LS20600035, on May 22, 2023.

Justin R. Frazier

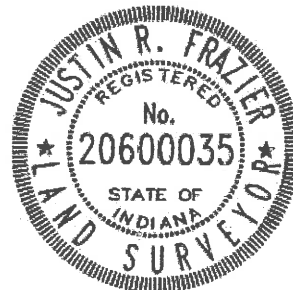


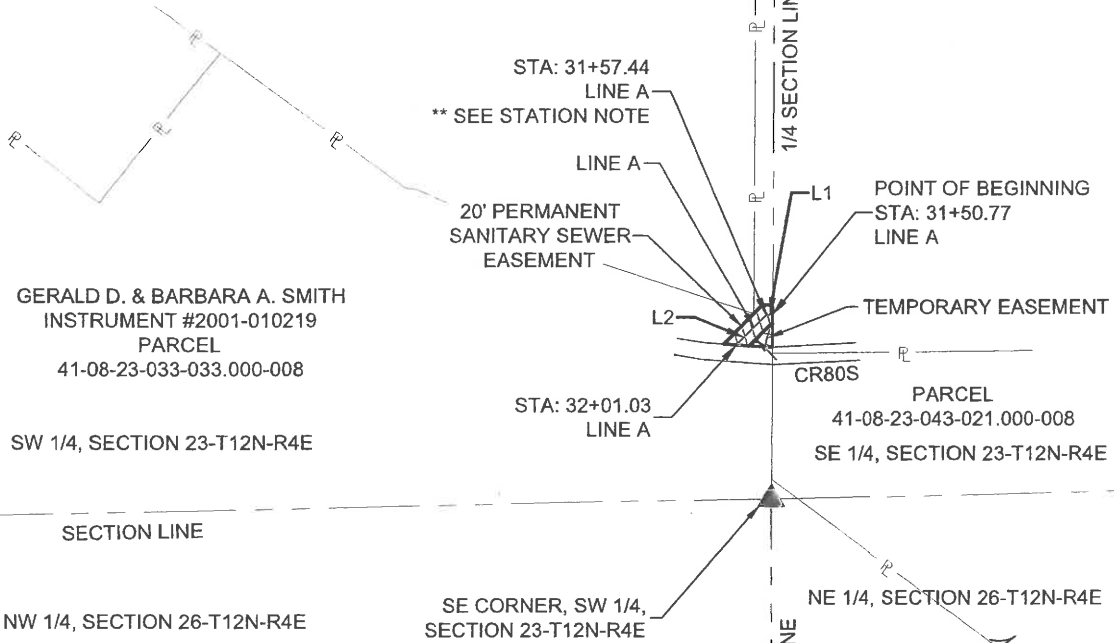
EXHIBIT "B"

Permanent & Temporary Easements Exhibit prepared for
the City of Franklin, Indiana
by Wessler Engineering (Job #231120)
Franklin - West Side Interceptor



0 75 150
1"=150'

THE FLORENCIA L. PROVINCE
REVOCABLE TRUST
INSTRUMENT #2008-003927
PARCEL
41-08-23-034-018.000-008



GERALD D. & BARBARA A. SMITH
INSTRUMENT #2001-010219
PARCEL
41-08-23-033-033.000-008

SW 1/4, SECTION 23-T12N-R4E

SECTION LINE

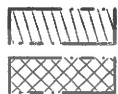
NW 1/4, SECTION 26-T12N-R4E

SE CORNER, SW 1/4,
SECTION 23-T12N-R4E

NE 1/4, SECTION 26-T12N-R4E

LINE DATA		
LINE	BEARING	DISTANCE
L1	S88°58'09"W	6.67'
L2	S43°58'09"W	43.59'

****STATION NOTE (FOR CLARIFICATION)**
STATION 31+57.44 FOR LINE A SHOWN ON THIS
EXHIBIT WAS INCORRECTLY SHOWN ON THE ROUTE
SURVEY REFERENCED HEREON AS 29+09.40.



= PERMANENT EASEMENT AREA
= TEMPORARY EASEMENT AREA

PERMANENT SANITARY EASEMENT
0.023± ACRES

TEMPORARY EASEMENT
0.007± ACRES

OWNER:
THE FLORENCIA L. PROVINCE REVOCABLE
TRUST

LINE A SHOWN ON ROUTE SURVEY BY
NORTHPOINTE ENGINEERING &
SURVEYING, INC., INST. #2022-021326

DRAWN BY	CHECKED BY	APPROVED BY
JRF	JAR	JRF
DRAWING SCALE		
1" = 150'		
PROJECT NUMBER		
231120-48-001		

WESSLER
ENGINEERING
More than a Project™

EXHIBIT "B"
PREPARED FOR: CITY OF FRANKLIN
EASEMENT EXHIBIT
OWNER: THE FLORENCIA L. PROVINCE REVOCABLE TRUST PARCEL 26A

CURRENT SHEET NO.
1
TOTAL SHEETS
1

Drawing: J:\Franklin\Project\231120 - Franklin Westside Interceptor\CAD\DWG\Exhibit\EASEMENT EXHIBIT\231120 - PROVINCE - EXHIBIT B.dwg | Layout: 1 | Plotted: 05/25/23 @ 09:32:40 | User: Justin Frazier

EXHIBIT "B"

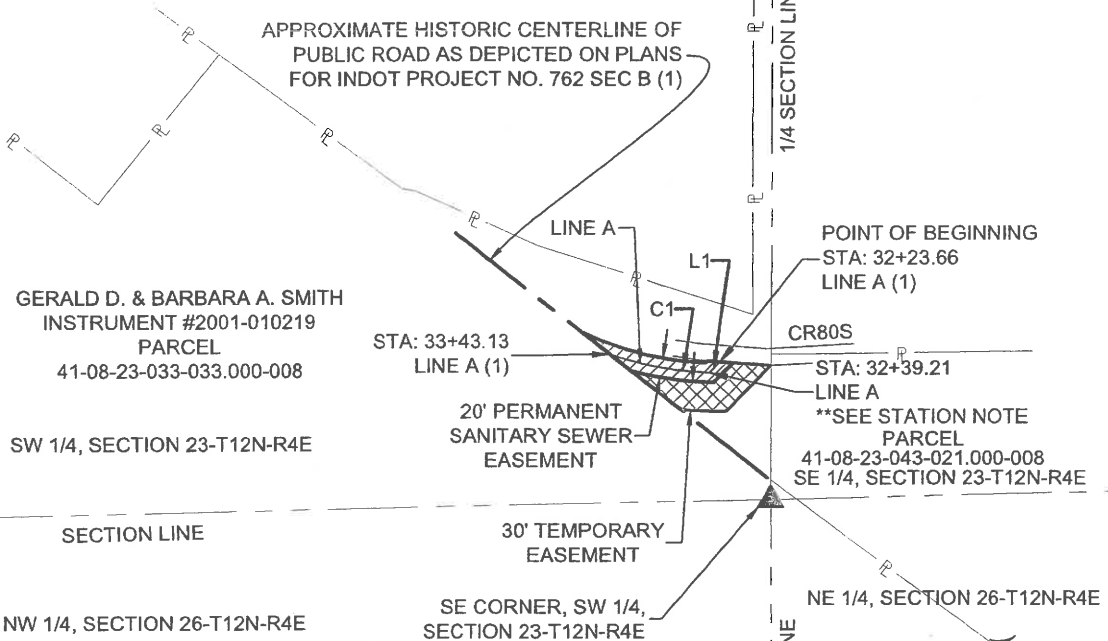
Permanent & Temporary Easements Exhibit prepared for
the City of Franklin, Indiana
by Wessler Engineering (Job #231120)
Franklin - West Side Interceptor



0 75 150
1"=150'

THE FLORENCIA L. PROVINCE
REVOCABLE TRUST
INSTRUMENT #2008-003927
PARCEL
41-08-23-034-018.000-008

APPROXIMATE HISTORIC CENTERLINE OF
PUBLIC ROAD AS DEPICTED ON PLANS
FOR INDOT PROJECT NO. 762 SEC B (1)



LINE DATA		
LINE	BEARING	DISTANCE
L1	S43°58'09"W	15.55'



CURVE DATA					
CURVE	ARC LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C1	103.92'	326.46'	18°14'19"	103.48'	N79°08'57"W

**STATION NOTE (FOR CLARIFICATION)

THE PC STATION FOR LINE A SHOWN ON THIS EXHIBIT
WAS INCORRECTLY LABELED ON THE ROUTE SURVEY
REFERENCED HEREON. THE CORRECT STATION FOR
THE LINE A PC IS 32+39.21.

PERMANENT SANITARY EASEMENT
0.056± ACRES

TEMPORARY EASEMENT
0.077± ACRES

 = PERMANENT EASEMENT AREA
 = TEMPORARY EASEMENT AREA

OWNER:
THE FLORENCIA L. PROVINCE REVOCABLE
TRUST

LINE A SHOWN ON ROUTE SURVEY BY
NORTHPOINTE ENGINEERING &
SURVEYING, INC., INST. #2022-021326

DRAWN BY	CHECKED BY	APPROVED BY
JRF	JAR	JRF
DRAWING SCALE		
1" = 150'		
PROJECT NUMBER		
231120-48-001		

W
WESSLER
ENGINEERING
More than a Project™

EXHIBIT "B"
PREPARED FOR: CITY OF FRANKLIN
EASEMENT EXHIBIT OWNER: THE FLORENCIA L. PROVINCE REVOCABLE TRUST PARCEL 26

CURRENT SHEET NO.
1
TOTAL SHEETS
1

Drawing: J:\Franklin\Project\231120 Franklin Westside Interceptor\CAD\DWG\EXHIBIT B.dwg | Layers: 1 | Plotted: 05/12/23 @ 12:05:16 | User: Justin Proder

Project: Franklin Westside Interceptor
Key No.: 41-08-23-034-018.000-008

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, The Florencia L. Province Revocable Trust (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 Grantor.

Cross-referencing Instrument No. 2008003927 and on 02/14/2009 (PER PRC)

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.

The undersigned persons executing this easement on behalf of GRANTOR represents and certifies that they have been authorized to execute and deliver this temporary easement.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this 28 day of December, 2023.

The Florencia L. Province Revocable Trust

By: Florencia L. Province

By: _____

Printed: Florencia L. Province

Printed: _____

Title: Trustee

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, The Florencia L. Province Revocable Trust, By:

Florencia L. Province, Trustee
being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 28 DAY OF December, 2023.

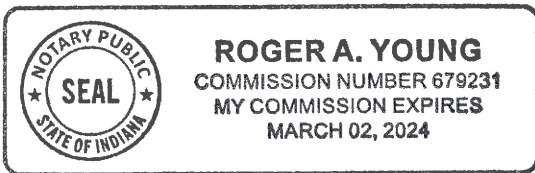
Roger Young
Notary Public

Printed: Roger Young

Resident of Johnson County

Commission No. 679231

My Commission Expires: 03/02/2024



INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin,
Johnson County, Indiana this _____ day of _____, 20____.

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

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Melissa L. Jones

Melissa L. Jones

Robert Swinehamer

Robert Swinehamer

Attest:

Jayne Rhoades, Clerk Treasurer

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

Signed _____

*Prepared by:
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
Grantor: The Florencia L. Province Revocable Trust
Parcel: 26
Key Nos: Parcel # 41-08-23-034-018.000-008
Form: Temporary 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 depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

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

Beginning at Station 32+23.66 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the southern boundary of C.R. 80 S.; thence South 43 degrees 58 minutes 09 seconds West 15.55 feet along Line "A" to Station 32+39.21 on Line "A"; thence along a non-tangent curve to the right having a central angle of 18 degrees 14 minutes 19 seconds and a radius of 326.46 feet, having a chord bearing of North 79 degrees 08 minutes 57 seconds West and a chord distance of 103.48 feet; thence northwesterly along said curve and said Line "A" 103.92 feet to the terminus of this centerline being Station 33+43.13 on Line "A" and the historic centerline of Public Road (C.R. 80 S.).

The side lines of said thirty-foot (30') easement to be extended or shortened to meet at the southern boundary of C.R. 80 S. and the historic centerline of Public Road (C.R. 80 S.).

Containing 0.077 Acres, more or less.

This description was prepared for City of Franklin, Indiana by Justin R. Frazier, Indiana Professional Surveyor, License Number LS20600035, on May 22, 2023.

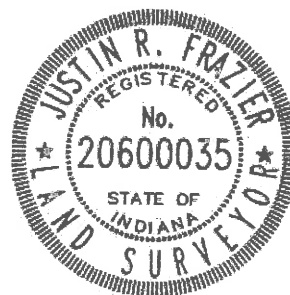
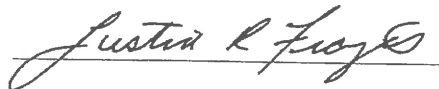


EXHIBIT "A"

Project: Franklin – West Side Interceptor
Grantor: The Florencia L. Province Revocable Trust
Parcel: 26A
Key Nos: Parcel # 41-08-23-031-017.000-008
Form: Temporary 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 depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

Beginning at a point on the east line of said southwest quarter section South 0 degrees 12 minutes 04 seconds West 10.00 feet from Station 31+50.77 on Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office; thence South 0 degrees 12 minutes 04 seconds West 23.64 feet along said east line to the northern boundary of C.R. 80 S.; thence South 86 degrees 47 minutes 29 seconds West 3.83 feet along the northern boundary of said C.R. 80 S.; thence North 85 degrees 54 minutes 12 seconds West 20.04 feet along said boundary to a point South 85 degrees 54 minutes 12 seconds East 13.03 feet from Station 32+01.03 on said Line "A"; the next two courses are parallel and adjacent, ten feet (10') southeastern and south of said Line "A": 1) North 43 degrees 58 minutes 09 seconds East 31.09 feet; 2) North 88 degrees 58 minutes 09 seconds East 2.31 feet to the point of beginning.

Containing in all 0.007 Acres, more or less.

This description was prepared for City of Franklin, Indiana by Justin R. Frazier, Indiana Professional Surveyor, License Number LS20600035, on May 22, 2023.

Justin R. Frazier

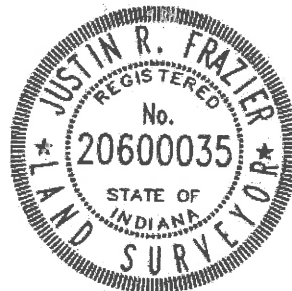


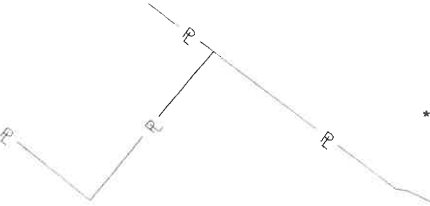
EXHIBIT "B"

Permanent & Temporary Easements Exhibit prepared for
the City of Franklin, Indiana
by Wessler Engineering (Job #231120)
Franklin - West Side Interceptor



0 75 150
1"=150'

THE FLORENCIA L. PROVINCE
REVOCABLE TRUST
INSTRUMENT #2008-003927
PARCEL
41-08-23-034-018.000-008



GERALD D. & BARBARA A. SMITH
INSTRUMENT #2001-010219
PARCEL
41-08-23-033-033.000-008

SW 1/4, SECTION 23-T12N-R4E

SECTION LINE

NW 1/4, SECTION 26-T12N-R4E

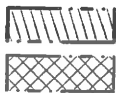
SE CORNER, SW 1/4,
SECTION 23-T12N-R4E

NE 1/4, SECTION 26-T12N-R4E

GOOD SHEPHERD LUTHERAN
CHURCH INC.
DEED RECORD 214, PAGE 960
PARCEL
41-08-26-012-009.001-008
41-08-23-012-009.000-008

LINE DATA		
LINE	BEARING	DISTANCE
L1	S88°58'09"W	6.67'
L2	S43°58'09"W	43.59'

****STATION NOTE (FOR CLARIFICATION)**
STATION 31+57.44 FOR LINE A SHOWN ON THIS
EXHIBIT WAS INCORRECTLY SHOWN ON THE ROUTE
SURVEY REFERENCED HEREON AS 29+09.40.



= PERMANENT EASEMENT AREA

= TEMPORARY EASEMENT AREA

PERMANENT SANITARY EASEMENT
0.023± ACRES

TEMPORARY EASEMENT
0.007± ACRES

OWNER:
THE FLORENCIA L. PROVINCE REVOCABLE
TRUST

LINE A SHOWN ON ROUTE SURVEY BY
NORTHPOINTE ENGINEERING &
SURVEYING, INC., INST. #2022-021326

DRAWN BY	CHECKED BY	APPROVED BY
JRF	JAR	JRF
DRAWING SCALE		
1" = 150'		
PROJECT NUMBER		
231120-48-001		



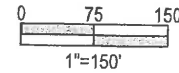
EXHIBIT "B"
PREPARED FOR: CITY OF FRANKLIN
EASEMENT EXHIBIT
OWNER: THE FLORENCIA L. PROVINCE REVOCABLE TRUST PARCEL 26A

CURRENT SHEET NO.
1
TOTAL SHEETS
1

Drawing: J:\Franklin\Projects\231120 Franklin Westside Interceptor\CD\DWG\GE\EXHIBIT B.dwg | Layout: 1 | Plotted: 05/25/23 @ 09:32:40 | User: Justin Frazier

EXHIBIT "B"

Permanent & Temporary Easements Exhibit prepared for
the City of Franklin, Indiana
by Wessler Engineering (Job #231120)
Franklin - West Side Interceptor



THE FLORENCIA L. PROVINCE
REVOCABLE TRUST
INSTRUMENT #2008-003927
PARCEL
41-08-23-034-018.000-008

APPROXIMATE HISTORIC CENTERLINE OF
PUBLIC ROAD AS DEPICTED ON PLANS
FOR INDOT PROJECT NO. 762 SEC B (1)

GERALD D. & BARBARA A. SMITH
INSTRUMENT #2001-010219
PARCEL
41-08-23-033-033.000-008

SW 1/4, SECTION 23-T12N-R4E

SECTION LINE

NW 1/4, SECTION 26-T12N-R4E

STA: 33+43.13
LINE A (1)

20' PERMANENT
SANITARY SEWER
EASEMENT

30' TEMPORARY
EASEMENT

SE CORNER, SW 1/4,
SECTION 23-T12N-R4E

1/4 SECTION LINE

POINT OF BEGINNING
STA: 32+23.66
LINE A (1)

CR80S

STA: 32+39.21

LINE A

**SEE STATION NOTE
PARCEL
41-08-23-043-021.000-008
SE 1/4, SECTION 23-T12N-R4E

NE 1/4, SECTION 26-T12N-R4E

GOOD SHEPHERD LUTHERAN
CHURCH, INC.
DEED RECORD 214, PAGE 960
PARCEL
41-08-26-012-009.001-008
41-08-23-012-009.000-008

LINE DATA

LINE	BEARING	DISTANCE
L1	S43°58'09"W	15.55'

CURVE DATA

CURVE	ARC LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C1	103.92'	326.46'	18°14'19"	103.48'	N79°08'57"W

**STATION NOTE (FOR CLARIFICATION)

THE PC STATION FOR LINE A SHOWN ON THIS EXHIBIT
WAS INCORRECTLY LABELED ON THE ROUTE SURVEY
REFERENCED HEREON. THE CORRECT STATION FOR
THE LINE A PC IS 32+39.21.

PERMANENT SANITARY EASEMENT
0.056± ACRES

TEMPORARY EASEMENT
0.077± ACRES



= PERMANENT EASEMENT AREA

= TEMPORARY EASEMENT AREA

OWNER:
THE FLORENCIA L. PROVINCE REVOCABLE
TRUST

LINE A SHOWN ON ROUTE SURVEY BY
NORTHPOINTE ENGINEERING &
SURVEYING, INC., INST. #2022-021326

DRAWN BY	CHECKED BY	APPROVED BY
JRF	JAR	JRF

DRAWING SCALE

1" = 150'

PROJECT NUMBER

231120-48-001



EXHIBIT "B"

PREPARED FOR:
CITY OF FRANKLIN

EASEMENT EXHIBIT
OWNER: THE FLORENCIA L. PROVINCE REVOCABLE TRUST
PARCEL 26

CURRENT SHEET NO.

1

TOTAL SHEETS

1