

**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: | October 2, 2024 | Meeting Date: | October 7, 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 and execution of easements for Parcels 1, 5, and 16 for the Westside Interceptor Project | | | |
| | | | |
| List Supporting Documentation Provided: | | | |
| | | | |
| Parcel 1 – Sanitary Sewer Easement, Temporary Construction Easement and Ingress/Egress Easement | | | |
| Parcel 5 - Sanitary Sewer Easement, Temporary Construction Easement and Ingress/Egress Easement | | | |
| Parcel 16 – 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.: 41-08-23-042-020.000-009

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, IMH Realty Corporation, an Indiana nonprofit corporation (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. 2004-012852 and Recorded on 5/6/04

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 29 day of September, 2023.

IMH Realty Corporation, an Indiana nonprofit corporation

By: Chrl M. Spencer

By: _____

Printed: Charles M. Spencer

Printed: _____

Title: CEO

Title: _____

STATE OF INDIANA)

) SS:

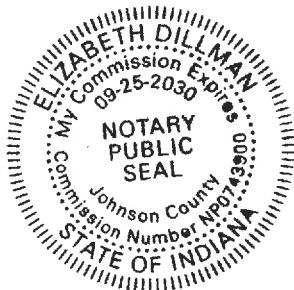
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, IMH Realty Corporation, an Indiana nonprofit corporation, By: Charles M

Spencer, CEO

_____, 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 29th DAY OF September, 2023.



Elizabeth Dillman

Notary Public

Printed: Elizabeth Dillman

Resident of Johnson County

Commission No. NP0743900

My Commission Expires: 9-25-2030

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

Ken Austin

Ken Austin

Tina Gross

Tina Gross

Attest:

Jan Jones, 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 Sanitary Sewer
Parcel: 1
Key No: Parcel #41-08-23-042-020.000-009
Form: Permanent Easement

Sheet 1 of 1

Part of the Southeast 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 2004-012852 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 13+93.38 of Line "A" as shown on the route survey recorded as Instrument Number 0000000 in said Recorders Office, thence South 54 degrees 25 minutes 05 seconds West along said Line "A" 2365.59 feet to the terminus of this centerline being Station 37+58.97 along said Line "A".

Containing in all 1.086 Acres (47312 Square Feet) more or less.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on February 14, 2022.





EXHIBIT B

PARCEL 1

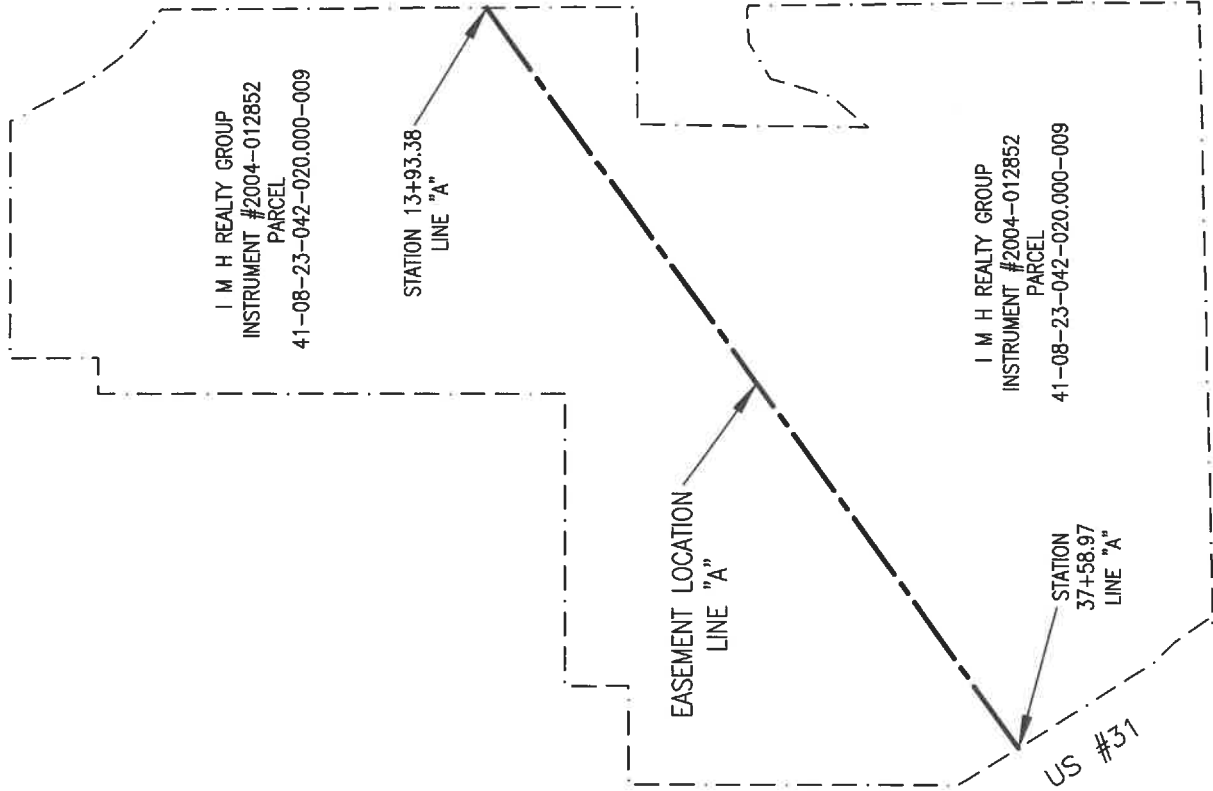
| | | |
|-----------------------------------|---------------------------|--------------------|
| OWNER: IMH Realty Corporation | | CODE: NA |
| PROJECT: West Side Interceptor | ROAD: NA | DES. NO.: NA |
| COUNTY: Johnson | S/T/R SEC. 23-T12N-R4E | DRAWN BY: MKS |
| | | CHECKED BY: DJS |

Inst. No. 2004-012852

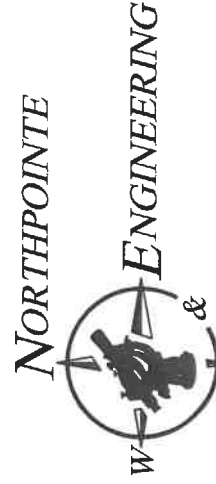
DIMENSIONS SHOWN ARE FROM THE
ABOVE LISTED RECORD DOCUMENTS

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #xxxxxx



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



I M H REALTY GROUP
INSTRUMENT #2004-012852
PARCEL
41-08-23-042-020.000-009

POINT OF BEGINNING
STATION 13+98.38
LINE "A"

30' TEMPORARY
EASEMENT

LINE-"A"

20' PERMANENT
SANITARY SEWER
EASEMENT

SEE SHEET 3

I M H REALTY GROUP
INSTRUMENT #2004-012852
PARCEL
41-08-23-042-020.000-009

EXHIBIT B

PARCEL 1

| | |
|-----------------------------------|---------------------------|
| OWNER: IMH Realty Corporation | CODE: NA |
| PROJECT: West Side Interceptor | ROAD: NA |
| COUNTY: Johnson | S/T/R SEC. 23-T12N-R4E |
| | DRAWN BY: MKS |
| | CHECKED BY: DJS |

Inst. No. 2004-012852

DIMENSIONS SHOWN ARE FROM THE
ABOVE LISTED RECORD DOCUMENTS

NPES PROJ. #21-0115

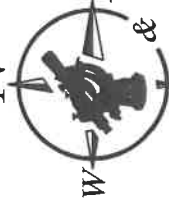
LINE A SHOWN ROUTE SURVEY INST. #xxxxxx

PERMANENT EASEMENT
1.086± ACRES
47312 S.F.

TEMPORARY EASEMENT
1.641± ACRES
71481 S.F.

PREPARED FOR CITY OF FRANKLIN
BY:

NORTH *POINT*



SURVEYING, Inc.

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

SCALE: 1"=100'

0' 50' 100'



EXHIBIT B

PARCEL 1

| | | |
|-----------------------------------|---------------------------|--------------------|
| OWNER: IMH Realty Corporation | | CODE: NA |
| PROJECT: West Side Interceptor | ROAD: NA | DES. NO.: NA |
| COUNTY: Johnson | S/T/R SEC. 23-T12N-R4E | DRAWN BY: MKS |
| | | CHECKED BY: DJS |

Inst. No. 2004-012852

DIMENSIONS SHOWN ARE FROM THE
ABOVE LISTED RECORD DOCUMENTS

NPES PROJ. #21-0115

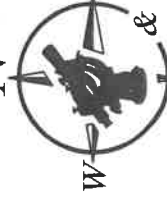
LINE A SHOWN ROUTE SURVEY INST. #xxxxxx

PERMANENT EASEMENT
1.086± ACRES
47312 S.F.

TEMPORARY EASEMENT
1.641± ACRES
71481 S.F.

PREPARED FOR CITY OF FRANKLIN
BY:

*NORTH*POINTE

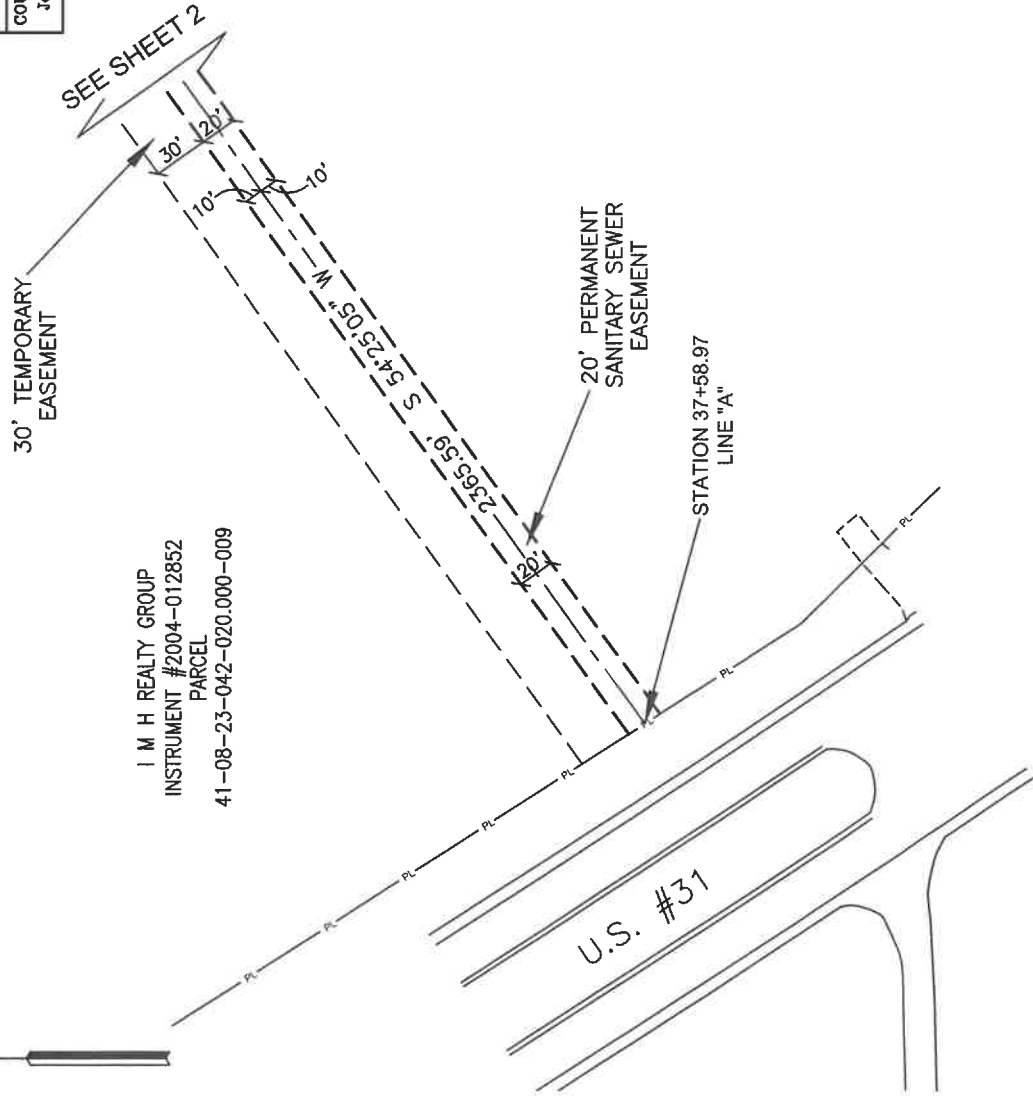
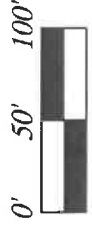


ENGINEERING

SURVEYING, Inc.

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

SCALE: 1"=100'



CROSS REFERENCE INSTRUMENT # Instrument No. 2004-012852
KEY NO.: 41-08-23-042-020.000-009

INGRESS/EGRESS EASEMENT

This Ingress/Egress Easement (this "**Agreement**") made and entered into this 23rd day of July, 2024, by and between IMH Realty Corporation, an Indiana nonprofit corporation, of Johnson County, State of Indiana (the "**Grantor**"), and the City of Franklin, Indiana, by and through its Board of Public Works and Safety, its successors, and assigns (the "**Grantee**"), witnesses:

WHEREAS, Grantor is the owner of real estate located in Johnson County, State of Indiana;

WHEREAS, Grantee wishes to extend its sanitary sewer utility lines, appurtenances and related facilities in the area of Grantor's real estate;

WHEREAS, Grantor has conveyed a perpetual easement over a portion of Grantor's real estate for the benefit of the Grantee's sanitary sewer facilities.

WHEREAS, the parties have determined that it is in their mutual best interest for Grantor to grant and Grantee to accept an easement in and along that portion of the Grantor's real estate which is legally described on Exhibit "A", attached hereto and incorporated herein by reference (the "**Easement Property**") providing Grantee access to the Easement Property;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement for ingress and egress on and across the Easement Property.

2. Grantor hereby reserves the right to use the Easement Property in any manner not inconsistent with the rights granted in this Agreement; provided, however, that Grantor shall not obstruct or permit to be obstructed the Easement Property at any time whatsoever without the prior written consent of Grantee.

3. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

4. Grantor agrees that Grantee may assign the rights granted to it hereunder.

5. Grantor hereby covenants that Grantor is the owner in fee simple of such real estate, is lawfully seized thereof and has authority to grant and convey the foregoing easements, hereby guarantees the quiet possession thereof, and will warrant and defend Grantee's title to such easement against all lawful claims.

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

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this 23 day of July, 2024.

IMH Realty Corporation, an Indiana nonprofit corporation

By: David G. Morgan

By: _____

Printed: DAVID G. MORGAN

Printed: _____

Title: GRAND MASTER

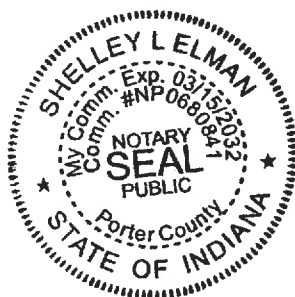
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, IMH Realty Corporation, an Indiana nonprofit corporation, By: David G. Morgan
Grand Master

_____ 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 23rd DAY OF July, 2024.



Shelley L Elman
Notary Public

Printed: Shelley L Elman

Resident of Porter County

Commission No. NP0680841

My Commission Expires: 3/15/2032

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

Ken Austin

Ken Austin

Tina Gross

Tina Gross

Attest:

Jan Jones, 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: IMH Realty Corporation
Parcel: 1A
Key Nos: Parcel # 41-08-23-042-020.000-009
Form: Ingress and Egress Easement

Sheet 1 of 1

Part of the Southeast 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 Numbers 2004-012852 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

Beginning at a point 10.00 feet left of Station 26+79.31 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, thence parallel with and ten (10) feet left of said Line "A", South 54 degrees 25 minutes 05 seconds West 40.00 feet to a point 10.00 feet left of Station 27+19.31 of said Line "A"; thence South 35 degrees 34 minutes 55 seconds East 124.64 feet; thence South 54 degrees 25 minutes 05 seconds West 20.05 feet to the easterly right-of-way of U.S. Highway 31; thence along said easterly right-of-way, South 44 degrees 35 minutes 25 seconds East 40.50 feet; thence North 54 degrees 25 minutes 05 seconds East 53.71 feet; thence North 35 degrees 34 minutes 55 seconds West 164.64 feet to the point of beginning.

Containing in all 0.167 Acres, more or less.

This description was prepared for the City of Franklin, Indiana by Justin R. Frazier, Indiana Professional Surveyor, License Number LS20600035, on August 15, 2023.

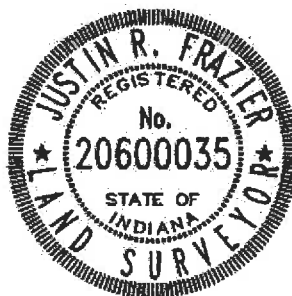
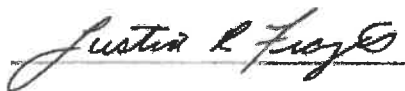


EXHIBIT "B"

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

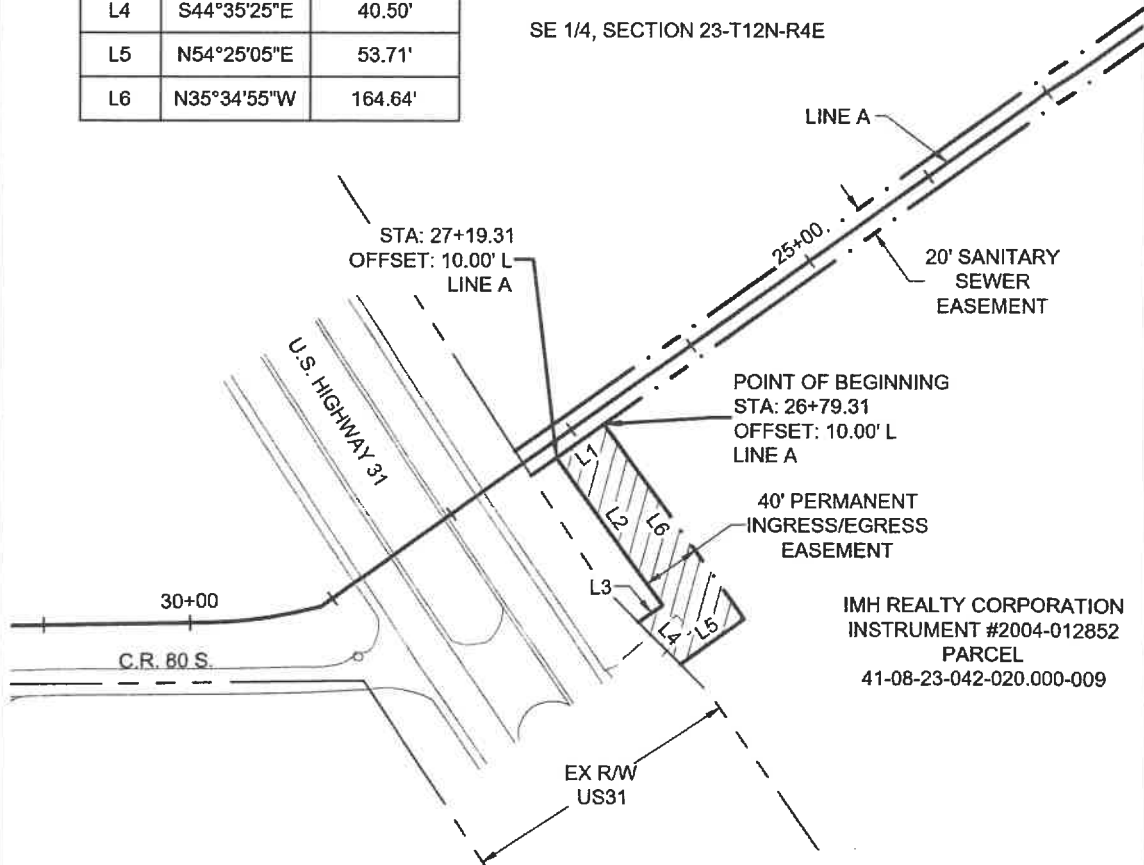


0 50 100
1"=100'

| LINE DATA | | |
|-----------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S54°25'05"W | 40.00' |
| L2 | S35°34'55"E | 124.64' |
| L3 | S54°25'05"W | 20.05' |
| L4 | S44°35'25"E | 40.50' |
| L5 | N54°25'05"E | 53.71' |
| L6 | N35°34'55"W | 164.64' |

IMH REALTY CORPORATION
INSTRUMENT #2004-012852
PARCEL
41-08-23-042-020.000-009

SE 1/4, SECTION 23-T12N-R4E



INGRESS AND EGRESS EASEMENT
0.167± ACRES

OWNER:
IMH REALTY CORPORATION

INST. NO. 2004-012852

EASEMENT ACQUISITION ON PARCEL
FROM INSTRUMENT NUMBER LISTED
ABOVE

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

= PERMANENT EASEMENT AREA

| DRAWN BY | CHECKED BY | APPROVED BY |
|----------------|------------|-------------|
| JRF | JAR | JRF |
| DRAWING SCALE | | |
| 1" = 100' | | |
| PROJECT NUMBER | | |
| 231120-48-001 | | |

W
WESSLER
ENGINEERING
More than a Project™

EXHIBIT "B"
PREPARED FOR:
CITY OF FRANKLIN
EASEMENT EXHIBIT
OWNER: IMH REALTY CORPORATION
PARCEL 1A

CURRENT SHEET NO.
1
TOTAL SHEETS
1

Drawing: J:\2023\Drawings\231120 - Franklin Westside Interceptor\PC\DWG\SEWER\EASEMENT EXHIBIT\231120 - PARCEL 1A - IMH REALTY - EXHIBIT B.dwg | Layout: 1 | Plotted: 06/15/23 @ 10:46:30 | User: Justin Prozier

Project: Franklin Westside Interceptor
Key No.: 41-08-23-042-020.000-009

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

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, IMH Realty Corporation, an Indiana nonprofit corporation (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. 2004-012852 and Recorded on 5/6/04

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 29 day of September, 2023.

IMH Realty Corporation, an Indiana nonprofit corporation

By: Charles M. Spencer

Printed: Charles M. Spencer

Title: CEO

By: _____

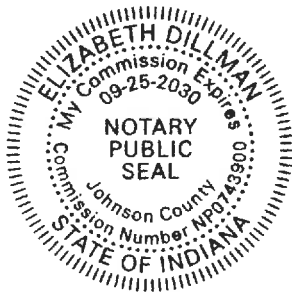
Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, IMH Realty Corporation, an Indiana nonprofit corporation, By: Charles M. Spencer, CEO 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 29th DAY OF September, 2023.



Elizabeth Dillman
Notary Public

Printed: Elizabeth Dillman

Resident of Johnson County

Commission No. NP0743900

My Commission Expires: 9-25-2030

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

Ken Austin

Ken Austin

Tina Gross

Tina Gross

Attest:

Jan Jones, 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 Sanitary Sewer
Parcel: 1
Key No: Parcel #41-08-23-042-020.000-009
Form: Temporary Easement

Sheet 1 of 1

Part of the Southeast 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 2004-012852 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 thirty feet (30') in uniform width, the south line lying ten feet (10') adjacent and parallel with the following described line.

Beginning at Station 13+93.38 of Line "A" as shown on the route survey recorded as Instrument Number 0000000 in said recorders office, thence South 54 degrees 25 minutes 05 seconds West along said Line "A" 2365.59 feet to the terminus of this centerline being Station 37+58.97 along said Line "A".

Containing in all 1.641 Acres (71481 Square Feet) more or less.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on February 14, 2022.





EXHIBIT B

PARCEL 1

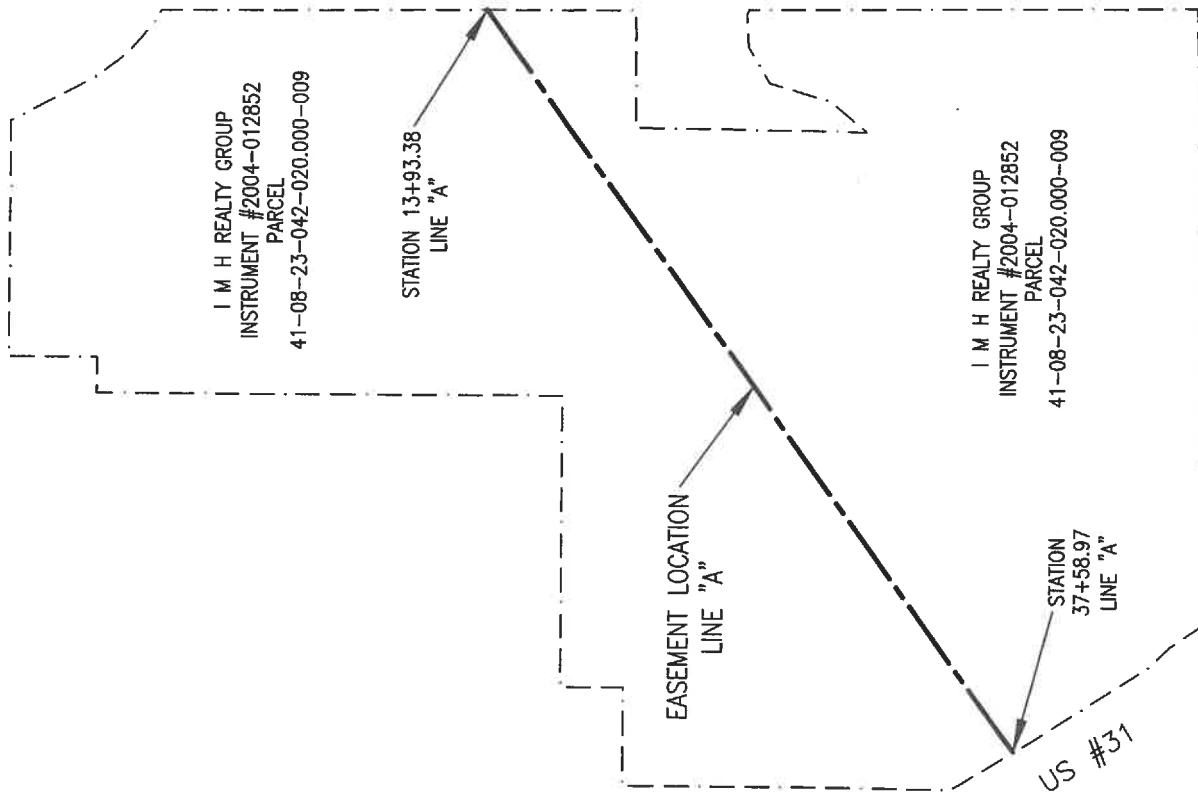
| | |
|-----------------------------------|--------------------|
| OWNER: IMH Realty Corporation | CODE: NA |
| PROJECT: West Side Interceptor | DES. NO.: NA |
| COUNTY: Johnson | CHECKED BY: DJS |
| S/T/R SEC. 23-T12N-R4E | DRAWN BY: MKS |
| ROAD: NA | |

Inst. No. 2004-012852

DIMENSIONS SHOWN ARE FROM THE
ABOVE LISTED RECORD DOCUMENTS

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #xxxxxx



PREPARED FOR CITY OF FRANKLIN
BY:



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

PARCEL 1

| | | |
|-----------------------------------|---------------------------|--------------------|
| OWNER: IMH Realty Corporation | | CODE: NA |
| PROJECT: West Side Interceptor | | DES. NO: NA |
| COUNTRY: Johnson | S/T/R SEC. 23-T12N-R4E | DRAWN BY: MKS |
| | | CHECKED BY: DJS |

Inst. No. 2004-012852

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #xxxxxxx

PERMANENT EASEMENT
1.086± ACRES
47312 S.F.

TEMPORARY EASEMENT
1.641± ACRES
71481 S.F.

PREPARED FOR CITY OF FRANKLIN
BY:



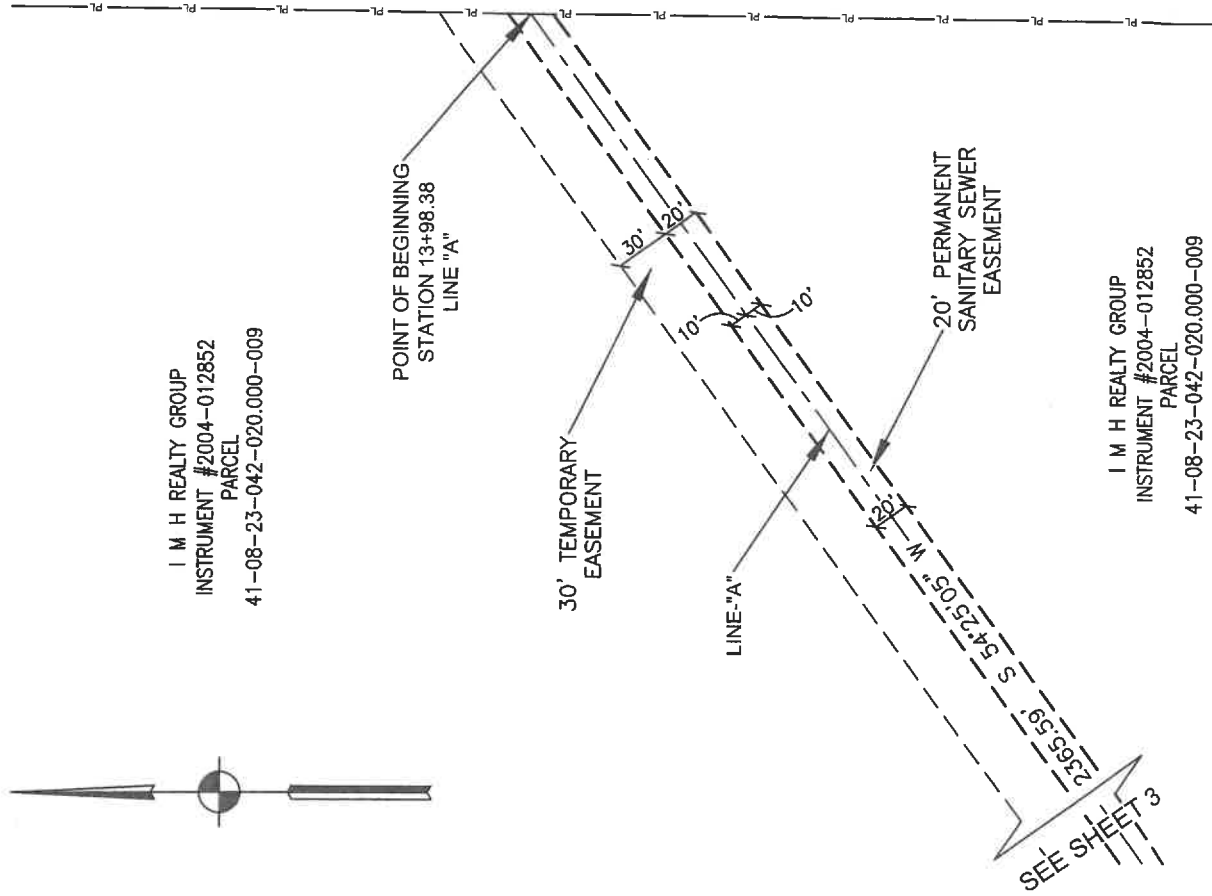
SCALE: 1"=100'

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

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

SCALE: 1"=100'

0' 50' 100'



I M H REALTY GROUP
INSTRUMENT #2004-012852
PARCEL
41-08-23-042-020,000-009

EXHIBIT B

PARCEL 1

| | |
|-----------------------------------|--------------------|
| OWNER: IMH Realty Corporation | CODE: NA |
| PROJECT: West Side Interceptor | DES. NO.: NA |
| COUNTY: Johnson | DRAWN BY: MKS |
| S/T/R SEC. 23-T12N-R4E | CHECKED BY: DJS |

Inst. No. 2004-012852

DIMENSIONS SHOWN ARE FROM THE
ABOVE LISTED RECORD DOCUMENTS

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #XXXXXX

PERMANENT EASEMENT
1.086± ACRES
47312 S.F.

TEMPORARY EASEMENT
1.641± ACRES
71481 S.F.

PREPARED FOR CITY OF FRANKLIN
BY:

NORTHPOINTE



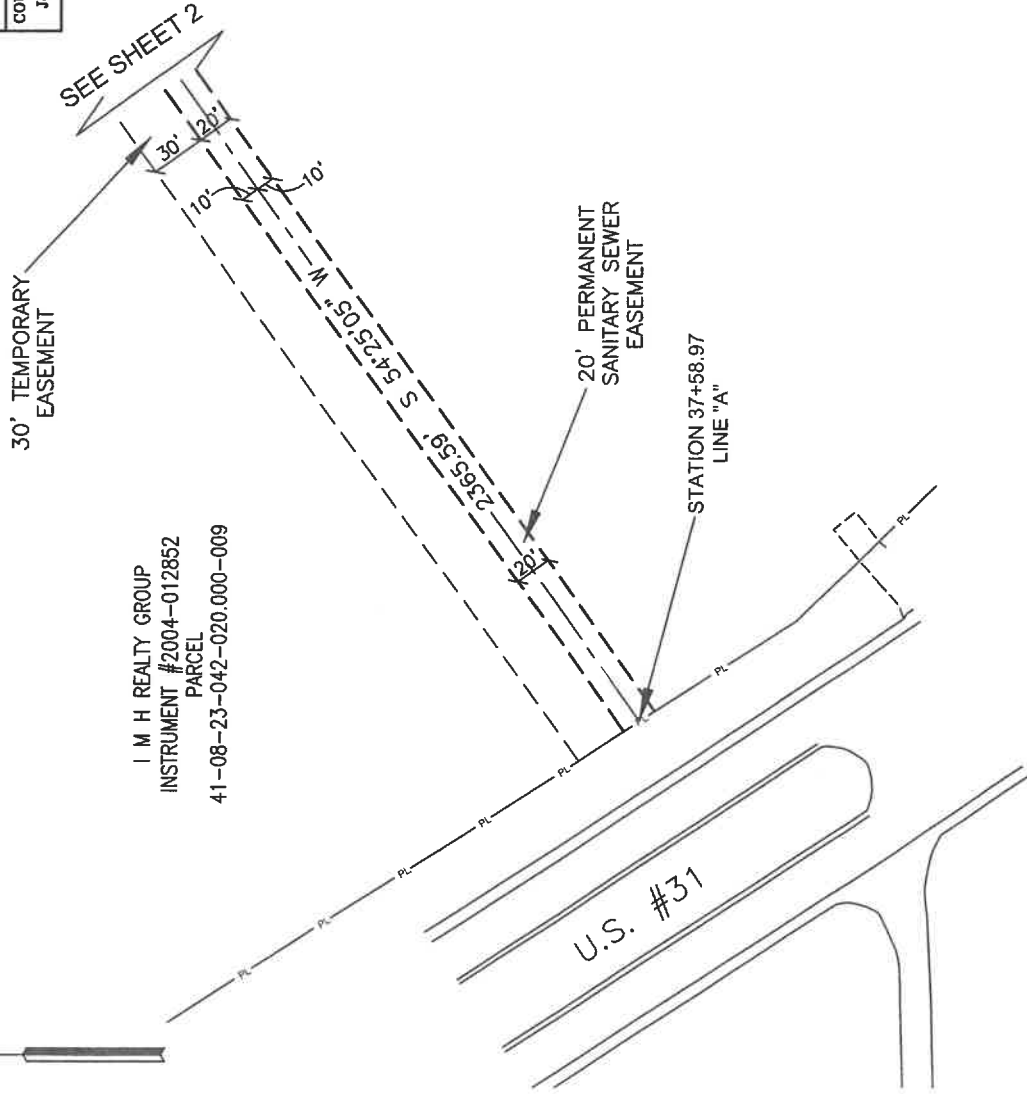
SURVEYING, Inc.

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

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

SCALE: 1"=100'

0' 50' 100'



Project: Franklin Westside Interceptor
Key No.: 41-08-16-013-002.001-008

STATE OF *Indiana*)
)
COUNTY OF *Johnson*) SS: **SANITARY SEWER EASEMENT**

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, Ellanor Louise Taylor, (hereinafter referred to as "GRANTOR"), warrants to the City of Franklin, Indiana, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that GRANTOR has title to said real estate and is fully empowered to convey said interest in real estate, and 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. 1999-000428 and Recorded on 01/07/1999

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 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. 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 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.

The undersigned person executing this easement on behalf of GRANTOR represents and certifies that she has been authorized to execute and deliver this easement.

Ellanor Louise Taylor represents and warrants that she is the surviving spouse of Jon Walt Taylor, who died in the County of Johnson, State of Indiana on July 7, 2024, 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. Ellanor Louise Taylor 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.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this 2nd day of August 2024.

By: Ellen Louise Taylor

Printed: Ellanor Louise Taylor

Title: owner

[illegible]

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Ellanor Louise Taylor 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 2nd DAY OF August, 2024.



Sarah-Joy Rakes, Notary Public
Marion County, State of Indiana
Commission No: NP0752193
My Commission Expires 10/15/2031

Sarah-Joy Rakes
Notary Public

Printed: Sarah-Jay Rakes

Resident of Marion County

Commission No. NP0752193

My Commission Expires: Oct 15th, 2031

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

Ken Austin

Ken Austin

Tina Gross

Tina Gross

Attest:

Jan Jones, 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
Parcel: 16
Key No: Parcel # 41-08-16-013-002.001-008
Form: Permanent Sanitary Easement

Sheet 1 of 2

Part of the North Half of Section 16, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 1999-000428 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 thirty feet (30') in uniform width, lying fifteen feet (15') wide on both sides of the following described centerline.

Beginning at Station 249+00.33 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also the south line of said tract; thence North 15 degrees 02 minutes 52 seconds East along Line "A" 18.03 feet to Station 249+18.36; thence North 07 degrees 50 minutes 32 seconds East along Line "A" and parallel with east line of said tract 427.67 feet to Station 253+46.03; thence North 17 degrees 17 minutes 02 seconds East along Line "A" and parallel with east line of said tract 999.25 feet to Station 263+45.28; thence North 30 degrees 51 minutes 57 seconds West along Line "A" 209.12 feet to Station 265+54.40; thence North 25 degrees 20 minutes 03 seconds West along Line "A" 758.28 feet to Station 273+12.68; thence North 74 degrees 40 minutes 33 seconds West 255.95 feet to the east line of said tract and the terminus of this centerline being Station 275+68.62 of Line "A". Containing 1.838 Acres more or less. The side lines of said 30 feet easement to be extended or shortened to meet at the boundaries of said Instrument No. 1999-000428.

EXHIBIT "A"

Project: Franklin – West Side Interceptor
Parcel: 16
Key No: Parcel # 41-08-16-013-002.001-008
Form: Permanent Sanitary Easement

Sheet 2 of 2

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on November 17, 2022.

A handwritten signature in black ink, appearing to read 'D. Smithers', is written over a horizontal line.

SECTION LINE

EXHIBIT B

PARCEL 16

| | |
|--|---------------------------|
| OWNER: Ellanor Louise Taylor and John Walt Taylor | CODE: NA |
| PROJECT: West Side Interceptor | ROAD: NA |
| COUNTY: Johnson | S/T/R SEC. 18-T12N-R4E |
| | DRAWN BY: JAC |
| | DIST. NO: NA |
| | CHECKED BY: DJS |

EASEMENT
LOCATION
LINE "A"

Inst. No. 1999-000428

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PREPARED FOR CITY OF FRANKLIN
BY:

NORTH
POINT



ENGINEERING

SURVEYING, Inc.

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



NO-SCALE

STATION
275+68.62
LINE "A"

STATION
273+12.68
LINE "A"

STATION
265+64.40
LINE "A"

STATION
263+45.28
LINE "A"

ELLANOR LOUISE TAYLOR AND
JOHN WALT TAYLOR
INSTRUMENT #1999-000428
PARCEL
41-08-16-013-002.001-008

STATION
253+46.03
LINE "A"

STATION
249+18.36
LINE "A"

POINT OF BEGINNING
STATION 249+00.33
LINE "A"

JEFFERSON STREET

CREEKSIDE DRIVE

EXHIBIT B

PARCEL 16

| | |
|--|--------------------|
| OWNER: Ellanor Louise Taylor and John Walt Taylor | CODE: NA |
| PROJECT: West Side Interceptor | DES. NO: NA |
| COUNTY: Johnson | CHECKED BY: DJS |
| S/T/R SEC. 16-T12N-R4E | DRAWN BY: JAC |

Inst. No. 1999-000428

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
1.838± ACRES

TEMPORARY EASEMENT
2.951± ACRES

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

SCALE: 1"=200'

0' 100' 200'

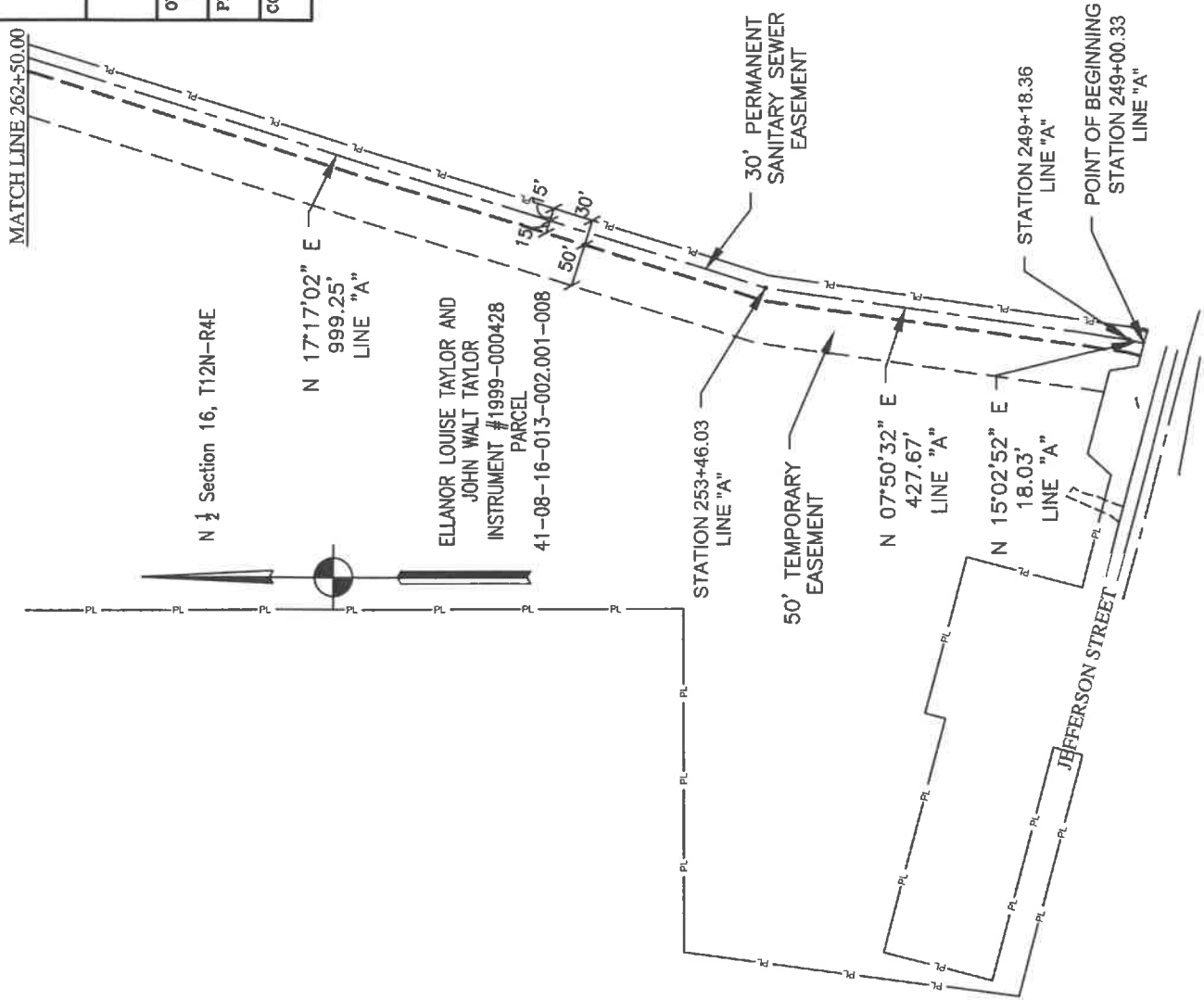


EXHIBIT B

PARCEL 16

| | | | |
|----------|--|-------------|-----|
| OWNER: | Ellanor Louise Taylor and John Walt Taylor | CODE: | NA |
| PROJECT: | West Side Interceptor | DES. NO: | NA |
| COUNTY: | Johnson | DRAWN BY: | JAC |
| | S/T/R | CHECKED BY: | DJS |
| | SEC. 16-T12N-R4E | | |

Inst No. 1999-000428

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT EASEMENT
1.838± ACRES

TEMPORARY EASEMENT
2.951± ACRES

PREPARED FOR CITY OF FRANKLIN
BY:

NORTHPOINTE

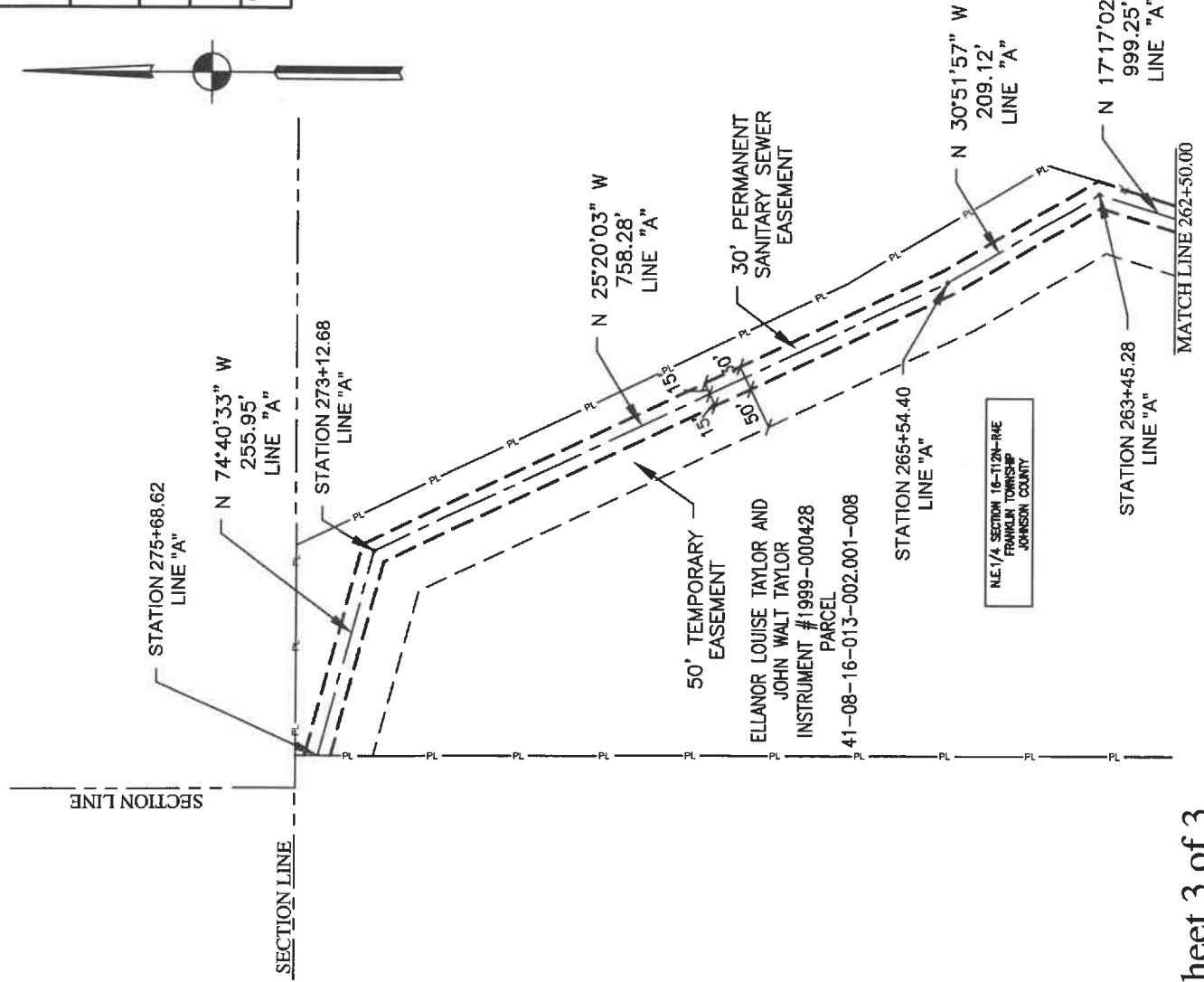


SURVEYING, Inc.

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

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

SCALE: 1"=200'
0' 100' 200'



CROSS REFERENCE INSTRUMENT # Instrument No. 1999-000428
KEY NO.: 41-08-16-013-002.001-008

INGRESS/EGRESS EASEMENT

This Ingress/Egress Easement (this “**Agreement**”) made and entered into this 2nd day of August, 2024, by and between Ellanor Louise Taylor, of Johnson County, State of Indiana (the “**Grantor**”), and the City of Franklin, Indiana, by and through its Board of Public Works and Safety, its successors, and assigns (the “**Grantee**”), witnesses:

WHEREAS, Grantor is the owner of real estate located in Johnson County, State of Indiana;

WHEREAS, Grantee wishes to extend its sanitary sewer utility lines, appurtenances and related facilities in the area of Grantor's real estate;

WHEREAS, Grantor has conveyed a perpetual easement over a portion of Grantor’s real estate for the benefit of the Grantee’s sanitary sewer facilities.

WHEREAS, the parties have determined that it is in their mutual best interest for Grantor to grant and Grantee to accept an easement in and along that portion of the Grantor's real estate which is legally described on Exhibit “A”, attached hereto and incorporated herein by reference (the “**Easement Property**”) providing Grantee access to the Easement Property;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement for ingress and egress on and across the Easement Property.
2. Grantor hereby reserves the right to use the Easement Property in any manner not inconsistent with the rights granted in this Agreement; provided, however, that Grantor shall not obstruct or permit to be obstructed the Easement Property at any time whatsoever without the prior written consent of Grantee.

3. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

4. Grantor agrees that Grantee may assign the rights granted to it hereunder.

5. Grantor hereby covenants that Grantor is the owner in fee simple of such real estate, is lawfully seized thereof and has authority to grant and convey the foregoing easements, hereby guarantees the quiet possession thereof, and will warrant and defend Grantee's title to such easement against all lawful claims.

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

Ellanor Louise Taylor represents and warrants that she is the surviving spouse of Jon Walt Taylor, who died in the County of Johnson, State of Indiana on July 7, 2024, 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. Ellanor Louise Taylor 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.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this 2nd
day of August, 2024

By: Ellanor Louise Taylor

Printed: Ellanor Louise Taylor

Title: owner

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally
appeared, Ellanor Louise Taylor, 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 2nd DAY OF
August, 2024.



Sarah-Joy Rakes, Notary Public
Marion County, State of Indiana
Commission No: NP0752193
My Commission Expires 10/15/2031

Sarah-Joy Rakes
Notary Public

Printed: Sarah-Joy Rakes

Resident of Marion County

Commission No. NP 0752193

My Commission Expires: Oct 15th, 2031

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

Ken Austin

Ken Austin

Tina Gross

Tina Gross

Attest:

Jan Jones, 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: Ellanor Louise Taylor and Jon Walt Taylor
Parcel: 16A
Key Nos: Parcel # 41-08-16-013-002.001-008
Form: Ingress and Egress Easement

Sheet 1 of 1

Part of the North Half of Section 16, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Numbers 1999-000428 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

Beginning at a point 15.00 feet left of Station 249+31.90 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, thence parallel with and fifteen (15.00) feet left of said Line "A", North 7 degrees 50 minutes 32 seconds East 40.27 feet to a point 15.00 feet left of Station 249+72.17 of said Line "A"; thence North 75 degrees 27 minutes 46 seconds West 187.20 feet; thence South 20 degrees 39 minutes 01 second West 73.22 feet to the northerly right-of-way of S.R. 144; thence along said northerly right-of-way, South 75 degrees 27 minutes 46 seconds East 40.23 feet; thence North 20 degrees 39 minutes 01 second East 33.00 feet; thence South 75 degrees 27 minutes 46 seconds East 155.95 feet to the point of beginning.

Containing in all 0.206 Acres, more or less.

This description was prepared for the City of Franklin, Indiana by Justin R. Frazier, Indiana Professional Surveyor, License Number LS20600035, on August 15, 2023.



EXHIBIT "B"

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



0 50 100
1"=100'

NE 1/2, SECTION 16-T12N-R4E

ELLANOR LOUISE TAYLOR & JON WALT TAYLOR
INSTRUMENT #1999-000428
PARCEL
41-08-16-013-002.001-008

30' SANITARY
SEWER
EASEMENT

LINE A

40' PERMANENT
INGRESS/EGRESS
EASEMENT

STA: 249+72.17
OFFSET: 15.00' L
LINE A

POINT OF BEGINNING
STA: 249+31.90
OFFSET: 15.00' L
LINE A

EX R/W

S.R. 144

LINE DATA

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | N7°50'32"E | 40.27' |
| L2 | N75°27'46"W | 187.20' |
| L3 | S20°39'01"W | 73.22' |
| L4 | S75°27'46"E | 40.23' |
| L5 | N20°39'01"E | 33.00' |
| L6 | S75°27'46"E | 155.95' |

INGRESS AND EGRESS EASEMENT
0.206± ACRES

OWNER:
ELLANOR LOUISE TAYLOR AND JON WALT
TAYLOR
INST. NO. 1999-000428

EASEMENT ACQUISITION ON PARCEL
FROM INSTRUMENT NUMBER LISTED
ABOVE

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

 = PERMANENT EASEMENT AREA

| DRAWN BY | CHECKED BY | APPROVED BY |
|----------------|------------|-------------|
| JRF | JAR | JRF |
| DRAWING SCALE | | |
| 1" = 100' | | |
| PROJECT NUMBER | | |
| 231120-48-001 | | |

W
WESSLER
ENGINEERING
More than a Project™

EXHIBIT "B"

PREPARED FOR:
CITY OF FRANKLIN

EASEMENT EXHIBIT
OWNER: ELLANOR LOUISE AND JON WALT TAYLOR
PARCEL 16A

CURRENT SHEET NO.

1

TOTAL SHEETS

1

Drawing: J:\Franklin\Project\231120 Franklin - West Side Interceptor\CA000\WG\Easement\EXHIBIT B.dwg | Layer: 1 | Plotted: 08/15/23 @ 10:56:11 | User: Justin Frazier

Project: Franklin Westside Interceptor
Key No.: 41-08-16-013-002.001-008

STATE OF Indiana)
) SS: **TEMPORARY SANITARY SEWER EASEMENT**
COUNTY OF Johnson)

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, Ellanor Louise Taylor, (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. 1999-000428 and Recorded on 01/07/1999

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 person executing this easement on behalf of GRANTOR represents and certifies that she has been authorized to execute and deliver this easement.

Ellanor Louise Taylor represents and warrants that she is the surviving spouse of Jon Walt Taylor, who died in the County of Johnson, State of Indiana on July 7, 2024, 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. Ellanor Louise Taylor 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.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this 2nd day of August 2024.

By: Ellanor Louise Taylor

Printed: Ellanor Louise Taylor

Title: owner

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Ellanor Louise Taylor 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 2nd DAY OF August, 2024.



Sarah-Joy Rakes, Notary Public
Marion County, State of Indiana
Commission No: NP0752193
My Commission Expires 10/15/2031

Sarah-Joy Rakes
Notary Public

Printed: Sarah-Joy Rakes

Resident of Marion County

Commission No. NP0752193

My Commission Expires: Oct 15th, 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

Ken Austin

Ken Austin

Tina Gross

Tina Gross

Attest:

Jan Jones, 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
Parcel: 16
Key No: Parcel # 41-08-16-013-002.001-008
Form: Temporary Easement

Sheet 1 of 2

Part of the North Half of Section 16, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 1999-000428 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 fifty feet (50') in uniform width, the easterly line lying fifteen feet (15') west, adjacent and parallel with the following described line.

Beginning at Station 249+00.33 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also the south line of said tract; thence North 15 degrees 02 minutes 52 seconds East along Line "A" 18.03 feet to Station 249+18.36; thence North 07 degrees 50 minutes 32 seconds East along Line "A" and parallel with east line of said tract 427.67 feet to Station 253+46.03; thence North 17 degrees 17 minutes 02 seconds East along Line "A" and parallel with east line of said tract 999.25 feet to Station 263+45.28; thence North 30 degrees 51 minutes 57 seconds West along Line "A" 209.12 feet to Station 265+54.40; thence North 25 degrees 20 minutes 03 seconds West along Line "A" 758.28 feet to Station 273+12.68; thence North 74 degrees 40 minutes 33 seconds West 255.95 feet to the east line of said tract and to the terminus of this centerline being Station 275+68.62 of Line "A". Containing 2.951 Acres more or less. The side lines of said 50 feet easement to be extended or shortened to meet at the boundaries of said Instrument No. 1999-000428.

EXHIBIT "A"

Project: Franklin – West Side Interceptor
Parcel: 16
Key No: Parcel # 41-08-16-013-002.001-008
Form: Temporary Easement

Sheet 2 of 2

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on November 17, 2022.



SECTION LINE

STATION
275+68.62
LINE "A"

STATION
273+12.68
LINE "A"

STATION
265+64.40
LINE "A"

ELLANOR LOUISE TAYLOR AND
JOHN WALT TAYLOR
INSTRUMENT #1999-000428
PARCEL
41-08-16-013-002.001-008

STATION
263+45.28
LINE "A"

EASEMENT
LOCATION
LINE "A"

Inst. No. 1999-000428

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

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

EXHIBIT B

PARCEL 16

| | |
|--|--------------------|
| OWNER: Ellenor Louise Taylor and John Walt Taylor | CODE: NA |
| PROJECT: West Side Interceptor | DES. NO: NA |
| COUNTY: Johnson | CHECKED BY: DJS |
| S/T/R SEC. 16-T12N-R4E | DRAWN BY: JAC |

Inst. No. 1999-000428

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
1.838± ACRES

TEMPORARY EASEMENT
2.951± ACRES

PREPARED FOR CITY OF FRANKLIN
BY:

NORTHPOINTE



SURVEYING, Inc.

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

SCALE: 1"=200'

0' 100' 200'

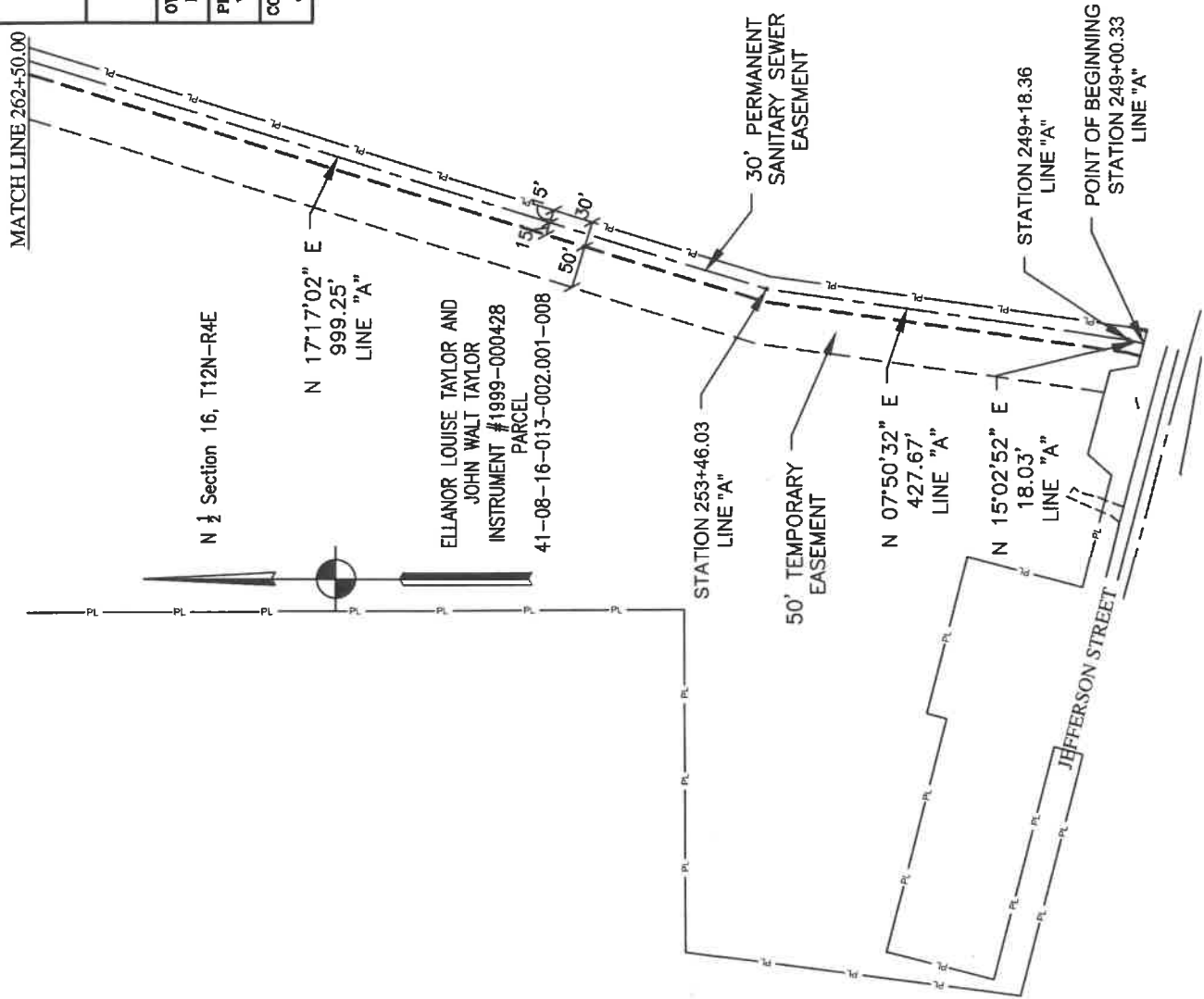


EXHIBIT B

PARCEL 16

| | |
|--|---------------------------|
| OWNER: Ellanor Louise Taylor and John Walt Taylor | CODE: NA |
| PROJECT: West Side Interceptor | ROAD: NA |
| COUNTY: Johnson | S/T/R SEC. 16-T12N-R4E |
| | DRAWN BY: JAC |
| | CHECKED BY: DJS |

Inst No. 1999-000428

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

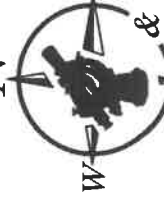
LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT EASEMENT
1.838± ACRES

TEMPORARY EASEMENT
2.951± ACRES

PREPARED FOR CITY OF FRANKLIN
BY:

NORTHPOINTE



ENGINEERING

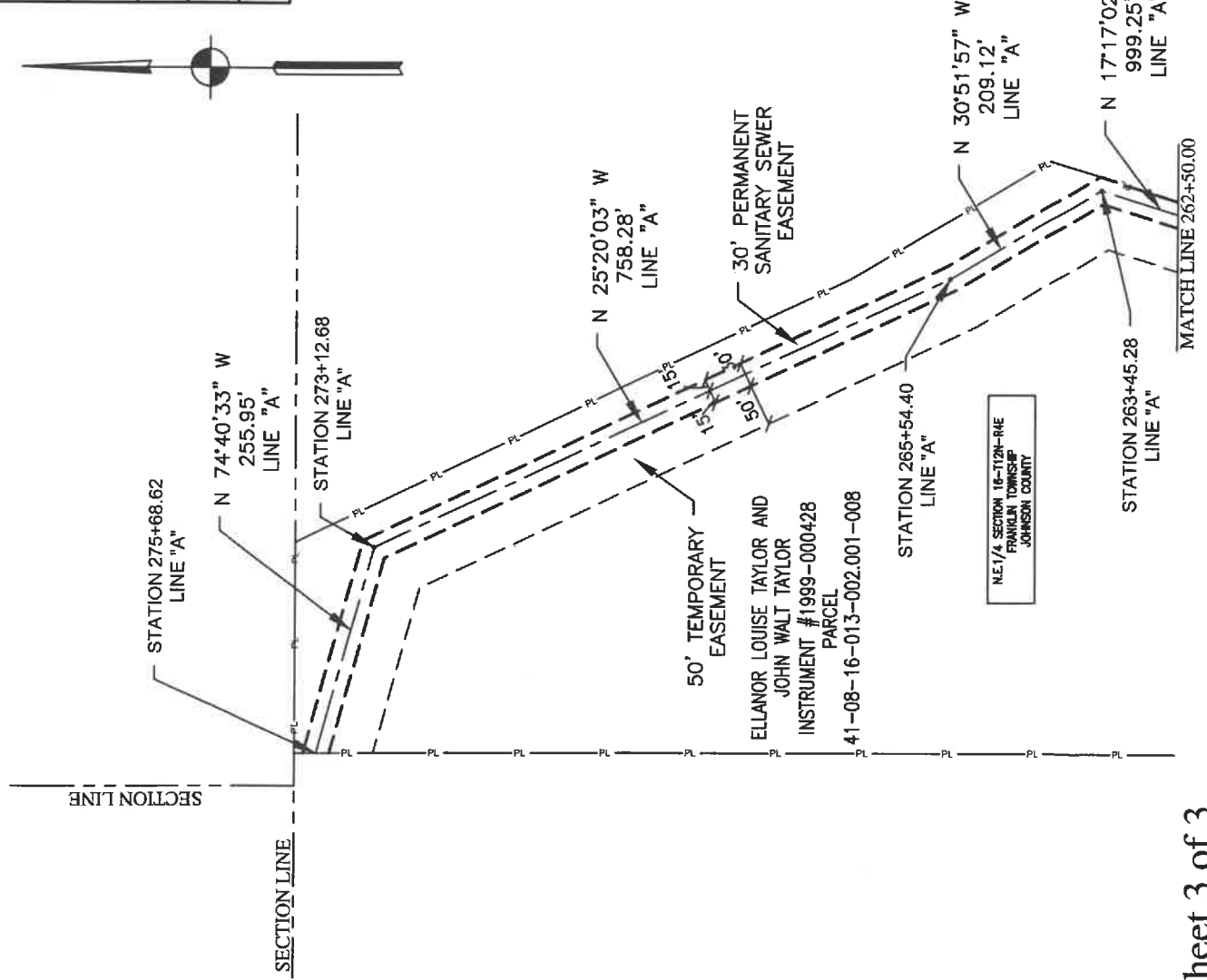
SURVEYING, Inc.

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

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

SCALE: 1"=200'

0' 100' 200'



GRANT OF PERPETUAL SEWER EASEMENT

Project: Franklin Westside
Interceptor Key No.: 41-08-27-
022-006.000-008

In consideration of \$1,000.00 and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, STATE OF INDIANA. DEPARTMENT OF NATURAL RESOURCES (hereinafter referred to as "GRANTOR"), hereby grants to the CITY OF FRANKLIN, INDIANA, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), a perpetual, non-exclusive 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. The GRANTOR has title to said real estate and is fully empowered to convey said perpetual easement over and across said real estate unto the GRANTEE 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. 2008-013245 and Recorded on 6/20/08

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 or other routes as approved by the Grantor.
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. Any control by chemical methods will be first approved by the Grantor in writing. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control

any 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. Trees outside of the Easement Area may only be removed with the prior written consent of the Grantor.

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, the Grantee will be solely responsible for actions of third parties that are allowed by the Grantee to locate within the Grantee's Easement Area.
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. The Grantee shall promptly after completion of work, grade and level all disturbed areas to a condition which is reasonably close to the condition it was in prior to the disturbance. The Grantee will reseed all disturbed areas only with seed approved by grantor that is substantially similar to the existing planting.
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 Granter, satisfactorily repair any damage, Granter 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. This Easement does not in any way waive any other approval that may need to be obtained from any Local, State or Federal Government or agency prior to any construction or ground disturbing activity. Grantee is responsible for obtaining any legally required archaeological clearance and approval from the Indiana Department of Natural Resources, Division of Historic Preservation prior to any ground disturbing activity, if applicable.
12. 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, Granter 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.

Signed and Notarized Next Page

The undersigned persons executing this Easement represent and certify on behalf of the Grantor, that he is a duly appointed officer of the Grantor and has been fully empowered by proper rule and regulation of the Grantor, to execute and deliver this Easement; that the Grantor is a State Agency in good standing in the State of Indiana; that the Grantor has full legal capacity to convey the real estate interests described; and that all necessary action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the 22nd day of August, 2024.

GRANTOR: STATE OF INDIANA, DEPARTMENT OF NATURAL RESOURCES

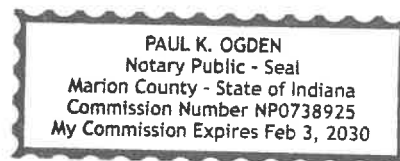
By: Daniel W. Bortner
For: DANIEL W. BORTNER, DIRECTOR

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared for Daniel W. Bortner, the Director of the State of Indiana, Department of Natural Resources, and whom, acknowledged the execution of the foregoing instrument this 22nd day of August, 2024. Witness my hand and seal.

Paul K. Ogden, Signature Paul K. Ogden, Printed
Notary Public

My Commission Expires: 2/3/2030
County of Residence: Marion
My Commission Number: NP0738925



FOR STATE LAND OFFICE USE:

THIS DOCUMENT PREPARED BY: Joseph V. Basile, Assistant General Counsel, Dept. of Natural Resources, 402 West Washington Street, Room W261, Indianapolis, IN 46204

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: Joseph V. Basile, Assistant General Counsel, Dept. of Natural Resources, 402 West Washington Street, Room W261, Indianapolis, IN 46204

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is:

GRANTOR'S PERMANENT MAILING ADDRESS:

Division of State Parks
Indiana Department of Natural Resources
402 West Washington Street, Room #298
Indianapolis, IN 46204

RETURN RECORDED INSTRUMENT TO:

Division of Land Acquisition
Indiana Department of Natural Resources
402 West Washington Street, Room #255-A
Indianapolis, IN 46204

NONCOLLUSION: The undersigned Grantee attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-10.5.

IN WITNESS WHEREOF, Grantee has caused this Grant of Easement to be accepted by its duly authorized representative(s), effective the ____ day of _____, 2024.

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this ____ day of _____, 2024.

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

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Kenneth Austin

Kenneth Austin

Tina Goss

Tina Goss

Attest:

Jan Jones, Clerk Treasurer

EXHIBIT "A"

Project: Franklin – West Side Interceptor
Grantor: State of Indiana, Department of Natural Resources
Parcel: 5
Key Nos: Parcel # 41-08-27-022-006.000-008
Form: Permanent Sanitary Sewer and Ingress/Egress Easement

Sheet 1 of 1

Part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 12 North, Range 4 East, located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 2008-013245 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

Beginning at the Northeast Corner of said Quarter Quarter Section; thence South 35 degrees 19 minutes 36 seconds West 42.76 feet along the east line of said Instrument Number 2008-013245; thence North 36 degrees 20 minutes 44 seconds West 18.96 feet to the westerly right-of-way of the Franklin, Fairland and Martinsville Railroad, now abandoned; thence North 35 degrees 19 minutes 36 seconds East 23.75 feet along said abandoned westerly right-of-way to the north line of said Quarter Quarter; thence North 89 degrees 23 minutes 25 seconds East 22.23 feet along said north line to the point of beginning, containing 0.014 acres, more or less.

This description was prepared for City of Franklin, Indiana by Justin R. Frazier, Indiana Professional Surveyor, License Number LS20600035, on July 24, 2024.

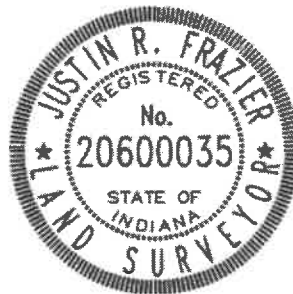
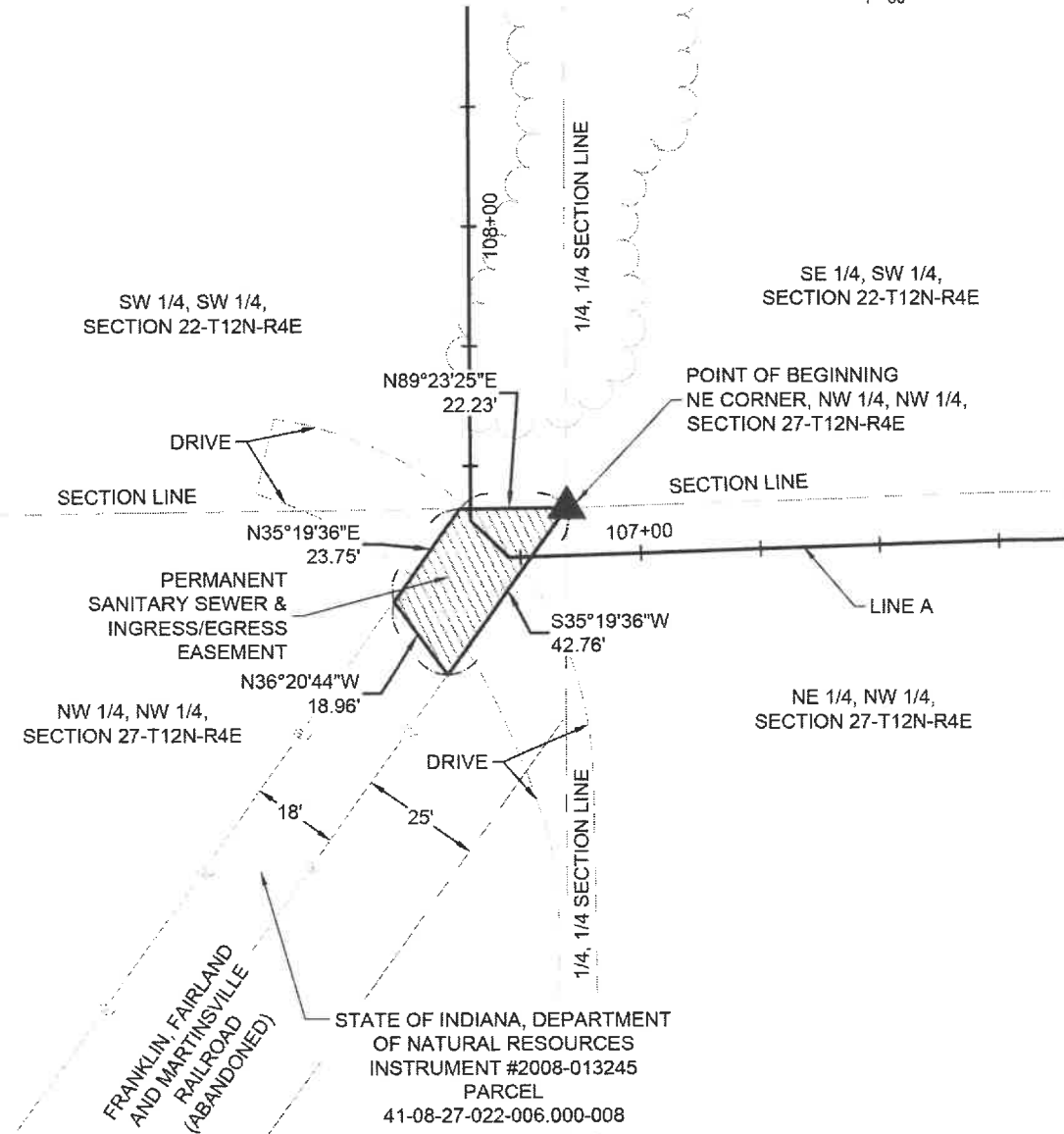


EXHIBIT "B"

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



0 15 30
1"=30'



PERMANENT SANITARY SEWER &
INGRESS/EGRESS EASEMENT
0.014± ACRES



= PERMANENT SANITARY SEWER &
INGRESS/EGRESS EASEMENT AREA

OWNER:
STATE OF INDIANA, DEPARTMENT OF
NATURAL RESOURCES

INSTRUMENT NO. 2008-013245

EASEMENT ACQUISITION ON PARCEL
FROM INSTRUMENT NUMBER LISTED
ABOVE

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

Drawing: J:\Franklin\Project\231120 Franklin Westside Interceptor\CAD\DWG\GEN\EASEMENT EXHIBIT\231120- PARCEL 5- DNR- EXHIBIT B.dwg | Plotter: Layout1 | Plotted: 07/25/24 @ 09:15:54 | User: Justin Francis

| DRAWN BY | CHECKED BY | APPROVED BY |
|----------------|------------|-------------|
| JRF | JAR | JRF |
| DRAWING SCALE | | |
| 1" = 30' | | |
| PROJECT NUMBER | | |
| 231120-48-001 | | |

W
WESSLER
ENGINEERING
More than a Project™

EXHIBIT "B"
PREPARED FOR:
CITY OF FRANKLIN
EASEMENT EXHIBIT
OWNER: STATE OF INDIANA, DNR
PARCEL 5

CURRENT SHEET NO.
1
TOTAL SHEETS
1