

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:	March 10, 2025	Meeting Date:	March 17, 2025
Contact Information:			
Requested by:	Matt McElroy		
On Behalf of Organization or Individual: City of Franklin			
Telephone:	317-736-3631		
Email address:	mmcelroy@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Request acceptance and execution of following documents related to Phase 2 of the Westside Sanitary Sewer Interceptor project			
<ul style="list-style-type: none">• Parcel 6 Duckworth Trust – Permanent Sanitary Sewer Easement• Parcel 7 Duckworth Trust – Permanent & Temporary Sanitary Sewer Easements• Parcel 9 Esteb Trust – Permanent & Temporary Sanitary Sewer Easements; Ingress/Egress Easement• Parcel 24 Andrew Duckworth – Permanent Sanitary Sewer Easement; Ingress/Egress Easement			
List Supporting Documentation Provided:			
1. Permanent & Temporary Sanitary Sewer Easements			
2. Ingress/Egress Easements			
Who will present the request?			
Name:	Matt McElroy	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.: 41-08-27-022-007.000-008

STATE OF INDIANA)
)
COUNTY OF JOHNSON) **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, Ralph J. Duckworth, Trustee of the Ralph J. Duckworth, Jr., Living Trust dated February 2, 2000 (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. 2024-012673 and Recorded on 8/7/2024

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 as well as through the Ingress/Egress Easement executed by the parties executed the ____ day of _____, 20____ and recorded the ____ day of _____, 20____.
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 utilize 3rd party contractors to trench, lay or use wires, cables, electric lines and other fixtures within the easement area subject to the provisions of paragraph 8 below.
4. To the best of Grantor's knowledge, the Easement Area has 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, *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 non-crop 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 one hundred eighty (180) days after such damage occurs, file a claim for such damage with Grantee at 70 E. Monroe Street, Franklin, Indiana 46131.
8. Grantee shall and will indemnify and save the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the fault, culpability or negligence of Grantee in the construction, erection, maintenance, installation, use, inspection, operation, repair, removal or renewal of the sewer line and appurtenances connected therewith or in the exercise of its rights granted herein. Subject to and in addition to the provisions of paragraph 7, above, any damage by Grantee or its agents and third parties to Grantor's crops, tiles, drains, and ditches shall be promptly repaired, replaced or paid for by Grantee, provided a claim for the reasonable cost of repair and replacement therefore is presented to Grantee 70 E. Monroe Street, Franklin, Indiana 46131, within one hundred eighty (180) days after such damages occur.
9. Grantor shall have the right to use the Easement Area 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.
10. 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.

11. 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.
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, 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 3rd day of January, 2025.

Ralph J. Duckworth, Jr., Living Trust dated February 2, 2000

By: Ralph J. Duckworth Jr

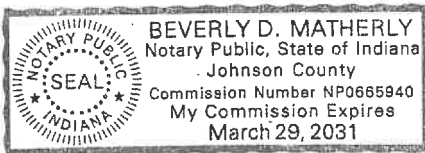
Printed: Ralph J. Duckworth, Jr.

Title: Trustee

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph J. Duckworth, Jr., Trustee of both the Ralph J. Duckworth, Jr., Living Trust dated February 2, 2000, being first duly sworn upon his 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 3rd DAY OF January, 2025.



Beverly D. Matherly
Notary Public

Printed: Beverly D. Matherly

Resident of Johnson County

Commission No. NP0665940

My Commission Expires: March 29, 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

Kenneth Austin

Kenneth 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: Duckworth, Ralph J. Jr. & Shirley Jane
Parcel: 6
Key Nos: Parcel #41-08-27-022-007.000-008
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 1991-018177 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

Commencing at the Northeast Corner of said Quarter Quarter Section; thence South 89 degrees 23 minutes 25 seconds West 22.23 feet along the north line of said Quarter Quarter to the westerly right-of-way of the Franklin, Fairland and Martinsville Railroad, now abandoned, and the point of beginning of the herein described tract: thence South 35 degrees 19 minutes 36 seconds West 23.75 feet along said abandoned railroad right-of-way; thence North 36 degrees 20 minutes 44 seconds West 23.69 feet to the north line of said Quarter Quarter; thence North 89 degrees 23 minutes 25 seconds East 27.77 feet along said north line to the point of beginning, containing 0.006 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.

Justin R. Frazier

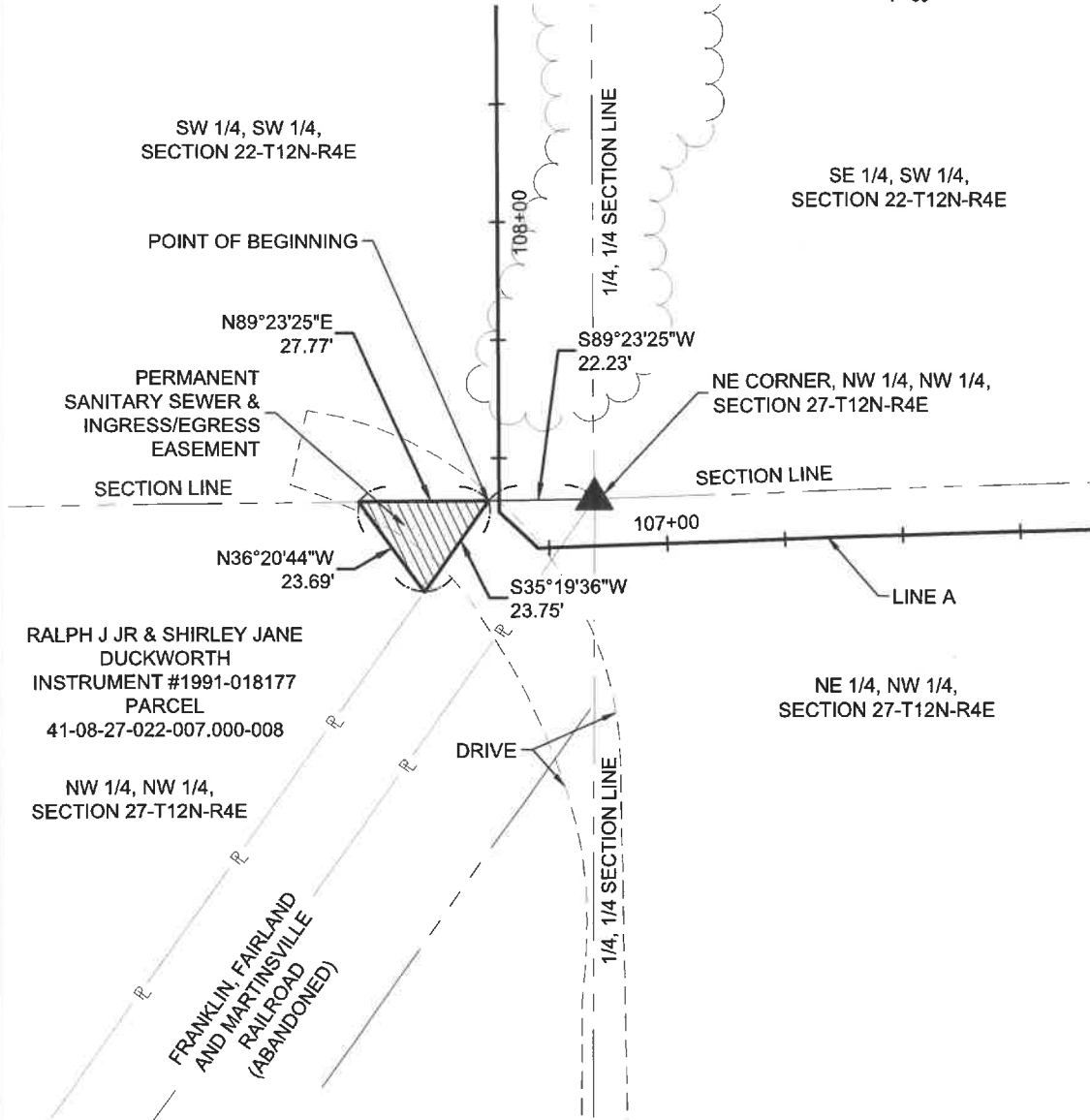


EXHIBIT "B"

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



0 15 30
1"=30'



RALPH J JR & SHIRLEY JANE
DUCKWORTH
INSTRUMENT #1991-018177
PARCEL
41-08-27-022-007.000-008

NW 1/4, NW 1/4,
SECTION 27-T12N-R4E

PERMANENT SANITARY SEWER &
INGRESS/EGRESS EASEMENT
0.006± ACRES



= PERMANENT SANITARY SEWER &
INGRESS/EGRESS EASEMENT AREA

OWNER:
RALPH J JR & SHIRLEY JANE DUCKWORTH

INSTRUMENT NO. 1991-018177

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\Projects\231120 Franklin Westside Interceptor\CAD\DWG\CONCEPT\EXHIBIT\B.dwg | Plotset: 07/25/24 @ 09:16:59 | User: Justin Frasier

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: RALPH & SHIRLEY DUCKWORTH
PARCEL 6

CURRENT SHEET NO.
1
TOTAL SHEETS
1

Project: Franklin Westside Interceptor
Key No.: 41-08-22-033-020.000-008

STATE OF INDIANA)
) **SANITARY SEWER EASEMENT**
) **SS:**
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, Ralph J. Duckworth, Trustee of the Ralph J. Duckworth, Jr., Living Trust dated February 2, 2000, ½ interest, and Trustee, Shirley J. Duckworth Living Trust dated February 2, 2000, ½ interest (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. 2000-014112 & 2000-014118 and Recorded on 6/22/2000

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 as well as through the Ingress/Egress Easement executed by the parties executed the ____ day of _____, 20____ and recorded the ____ day of _____, 20____.
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 utilize 3rd party contractors to trench, lay or use wires, cables, electric lines and other fixtures within the easement area subject to the provisions of paragraph 8 below.
4. To the best of Grantor's knowledge, the Easement Area has 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, *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 non-crop 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 one hundred eighty (180) days after such damage occurs, file a claim for such damage with Grantee at 70 E. Monroe Street, Franklin, Indiana 46131.
8. Grantee shall and will indemnify and save the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the fault, culpability or negligence of Grantee in the construction, erection, maintenance, installation, use, inspection, operation, repair, removal or renewal of the sewer line and appurtenances connected therewith or in the exercise of its rights granted herein. Subject to and in addition to the provisions of paragraph 7, above, any damage by Grantee or its agents and third parties to Grantor's crops, tiles, drains, and ditches shall be promptly repaired, replaced or paid for by Grantee, provided a claim for the reasonable cost of repair and replacement therefore is presented to Grantee 70 E. Monroe Street, Franklin, Indiana 46131, within one hundred eighty (180) days after such damages occur.
9. Grantor shall have the right to use the Easement Area 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.
10. 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.

11. 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.
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, 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 3rd day of January, 2025

Ralph J. Duckworth, Jr., Living Trust dated February 2, 2000, ½ interest

By: Ralph J. Duckworth Jr.

Printed: Ralph J. Duckworth, Jr.

Title: Trustee

Shirley J. Duckworth Living Trust dated February 2, 2000, ½ interest

By: Ralph J. Wadsworth, Jr.

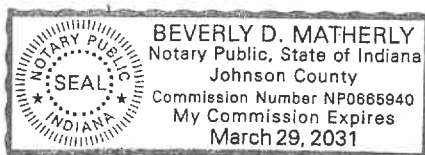
Printed: Ralph J. Duckworth, Jr.

Title: Trustee

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph J. Duckworth, Jr., Trustee of both the Ralph J. Duckworth, Jr., Living Trust dated February 2, 2000, ½ interest, and Shirley J. Duckworth Living Trust dated February 2, 2000, ½ interest, 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 3rd DAY OF January, 2025



Berly D. Mathely
Notary Public

Printed: Beverly D. Matherly

Resident of Johnson County

Commission No. NP0665940

My Commission Expires: March 29, 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

Kenneth Austin

Kenneth 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: 7
Key No: Parcel # 41-08-22-033-020.000-008
Form: Permanent Sanitary Sewer Easement

Sheet 1 of 1

Part of the Southwest Quarter of Section 22, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 2000-014112 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 five feet (35') in uniform width, lying twenty feet (20') east and fifteen feet (15') west of the following described line.

Beginning at the terminus of the previous described line being Station 130+35.43 of Line "A"; thence North 00 degrees 18 minutes 13 seconds West along Line "A" 407.32 feet to the terminus of this line being Station 134+42.75 of Line "A".

Containing in all 0.327 acres, more or less.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on March 10, 2023.





EXHIBIT B

PARCEL 7

OWNER:	Ralph J. Duckworth, Jr Living Trust	CODE:	NA
PROJECT:	West Side Interceptor	ROAD:	NA
COUNTY:	Johnson	S/T/R:	SEC. 22-T12N-R4E
		DRAWN BY:	JAC
		CHECKED BY:	DJS

Inst. No. 2000-014112

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

FEE SIMPLE ACQUISITION
±2.680 ACRES

PERMANENT SANITARY EASEMENT
±0.327 ACRES

TEMPORARY EASEMENT
±0.938 ACRES

PREPARED FOR CITY OF FRANKLIN
BY:

SCALE: 1"=50'



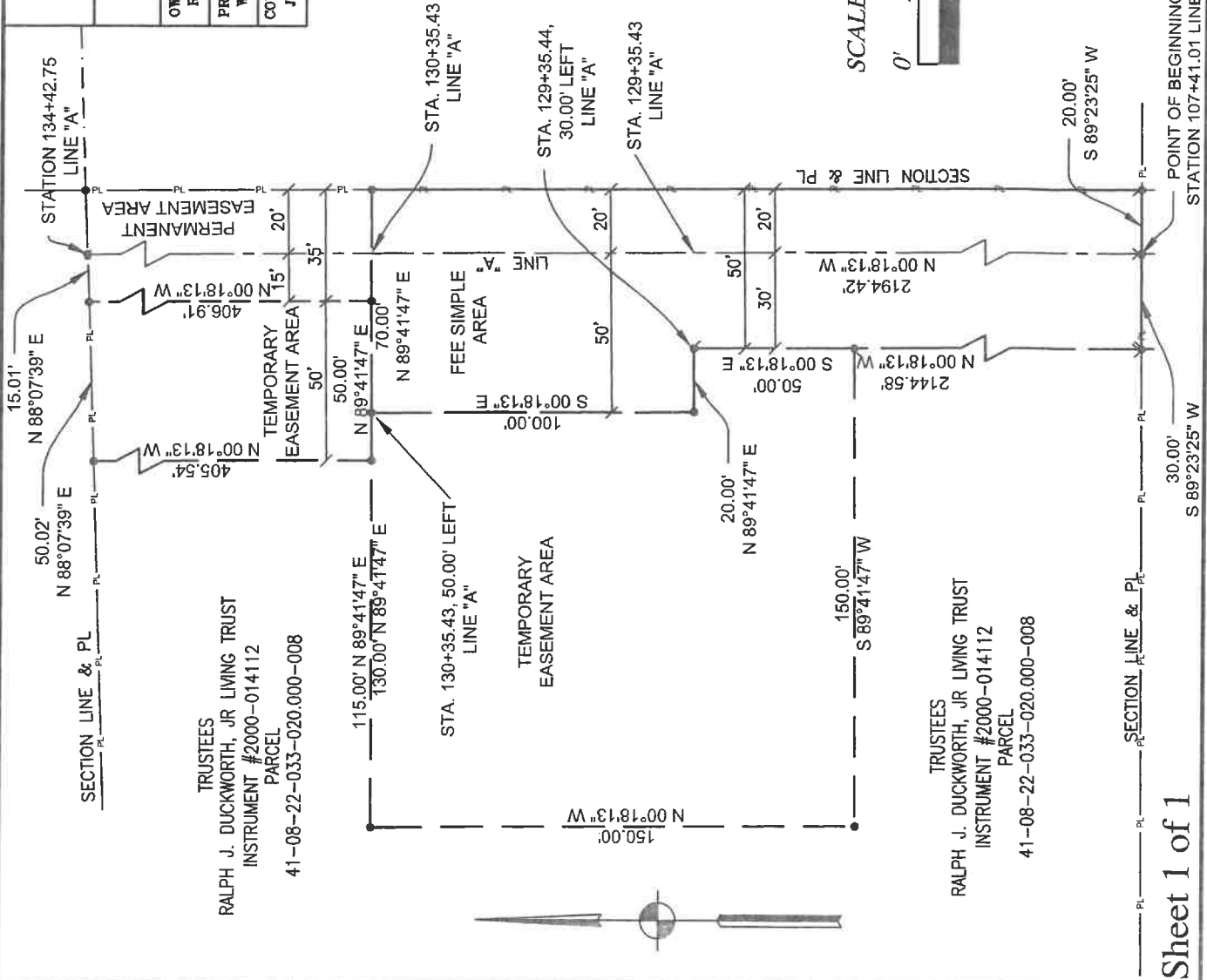
NORTHPOINTE



ENGINEERING

SURVEYING, Inc.

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



TRUSTEES
RALPH J. DUCKWORTH, JR LIVING TRUST
INSTRUMENT #2000-014112
PARCEL
41-08-22-033-020.000-008

TRUSTEES
RALPH J. DUCKWORTH, JR LIVING TRUST
INSTRUMENT #2000-014112
PARCEL
41-08-22-033-020.000-008

Project: Franklin Westside Interceptor
Key No.: 41-08-22-033-020.000-008

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, Trustees, Ralph J. Duckworth, Jr., Living Trust dated February 2, 2000, ½ interest, and Trustees, Shirley J. Duckworth Living Trust dated February 2, 2000, ½ interest (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. 2000-014112 & 2000-014118 and Recorded on 6/22/2000

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

Grantee shall and will indemnify and save the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the fault, culpability or negligence of Grantee in the construction, erection, maintenance, installation, use, inspection, operation, repair, removal or renewal of the sewer line and appurtenances connected therewith or in the exercise of its rights granted herein. Any damage by Grantee or its agents and third parties to Grantor's crops, tiles, drains, and ditches shall be promptly repaired, replaced or paid for by Grantee, provided a claim for the reasonable cost of repair and replacement is presented to Grantee 70 E. Monroe Street, Franklin, Indiana 46131, within one hundred eighty (180) days after such damages occur.

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 3rd day of January, 2025.

Ralph J. Duckworth, Jr., Living Trust dated February 2, 2000, ½ interest

By: Ralph J. Duckworth, Jr.

Printed: Ralph J. Duckworth, Jr.

Title: Trustee

Shirley J. Duckworth Living Trust dated February 2, 2000, ½ interest

By: Ralph J. Duckworth, Jr.

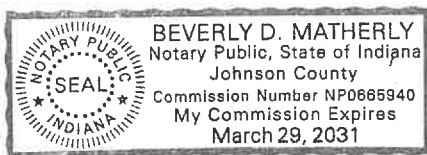
Printed: Ralph J. Duckworth, Jr.

Title: Trustee

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph J. Duckworth, Jr., Trustee of both the Ralph J. Duckworth, Jr., Living Trust dated February 2, 2000, ½ interest, and Shirley J. Duckworth Living Trust dated February 2, 2000, ½ interest, 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 3rd DAY OF January, 2025.



Beverly D. Matherly
Notary Public

Printed: Beverly D. Matherly

Resident of Johnson County

Commission No. NP0665940

My Commission Expires: March 29, 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

Kenneth Austin

Kenneth 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: 7
Key No: Parcel # 41-08-22-033-020.000-008
Form: Temporary Easement

Sheet 1 of 2

Part of the Southwest Quarter of Section 22, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 2000-014112 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 east line lying fifteen feet (15') west of the following described line.

Beginning at Station 130+35.43 of Line "A"; thence North 00 degrees 18 minutes 13 seconds West along Line "A" 407.32 feet to the terminus of this line being Station 134+42.75 of Line "A".

The side lines of said easement to be extended or shortened to meet at the boundaries of said Instrument Number 2000-014112.

ALSO:

Beginning at Station 130+35.43, 50 feet Left of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office; thence South 00 degrees 18 minutes 13 seconds East 100.00 feet; thence North 89 degrees 41 minutes 47 seconds East 20.00 feet; thence South 00 degrees 18 minutes 13 Seconds East 50.00 feet; thence South 89 degrees 41 minutes 47 seconds West 150.00 feet; thence North 00 degrees 18 minutes 13 seconds West 150.00 feet; thence North 89 degrees 41 minutes 47 seconds East 130.00 feet to the Point of Beginning.

Containing in all 0.938 acres more or less.

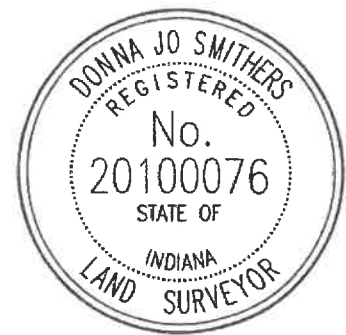
EXHIBIT "A"

Project: Franklin – West Side Interceptor
Parcel: 7
Key No: Parcel # 41-08-22-033-020.000-008
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 March 10, 2023.





PARCEL 7

OWNER: Ralph J. Duckworth, Jr Living Trust		CODE: NA
PROJECT: West Side Interceptor	ROAD: NA	DES. NO: NA
COUNTRY: Johnson	S/T/R SEC. 22-T12N-R4E	CHECKED BY: JJS

Inst. No. 2000-014112

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

**FEE SIMPLE ACQUISITION
±2.680 ACRES**

PERMANENT SANITARY EASEMENT
±0.327 ACRES

TEMPORARY EASEMENT
± 0.938 ACRES

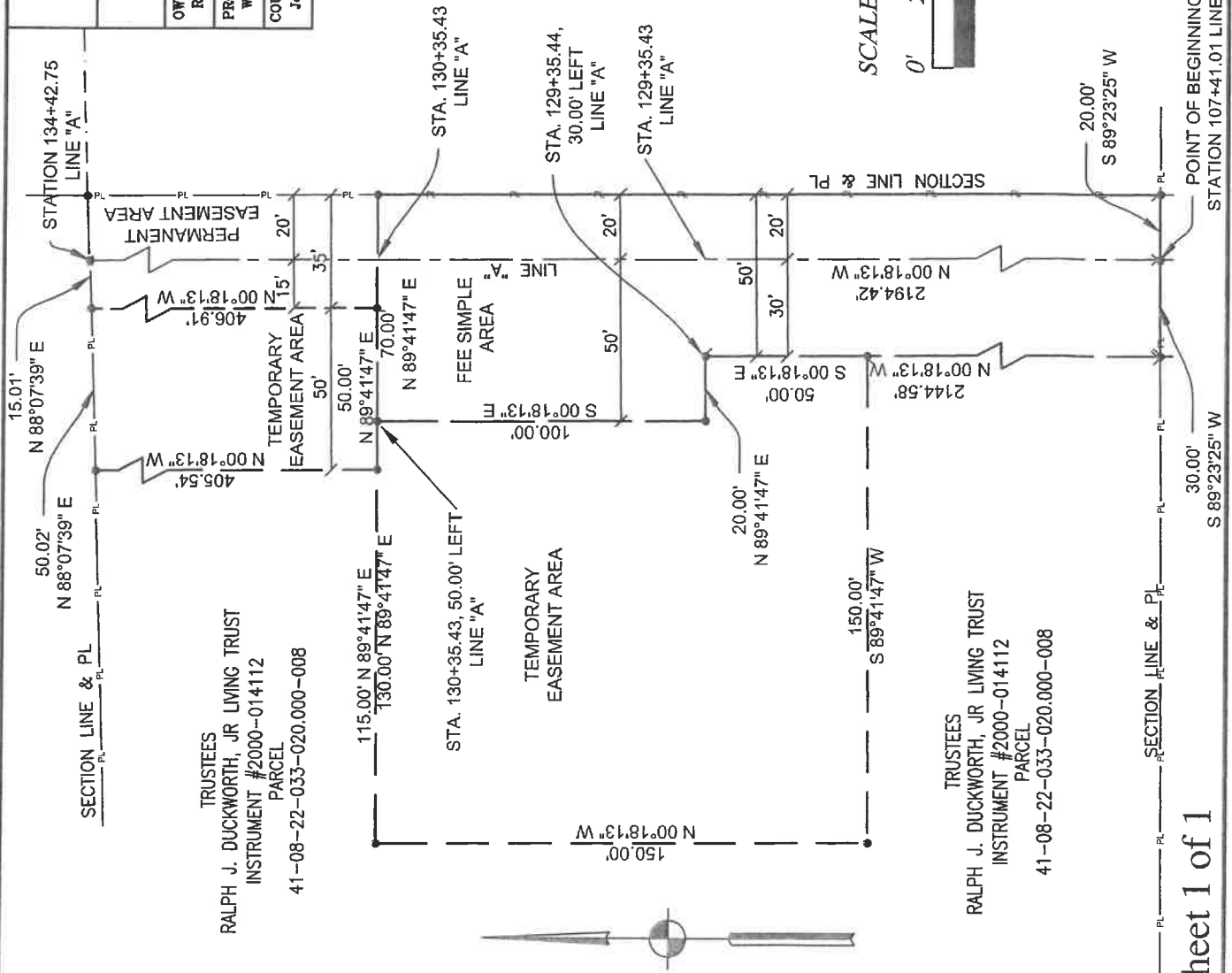
PREPARED FOR CITY OF FRANKLIN
BY:

SCALE: 1"=50'



SURVEYING, Inc.

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



TRUSTEES
RALPH J. DUCKWORTH, JR LIVING TRUST
INSTRUMENT #2000-014112
PARCEL
41-08-22-033-020.000-008

CROSS REFERENCE INSTRUMENT # Instrument No. 2024-012736
KEY NO.: 41-08-21-013-017.000-008

INGRESS/EGRESS EASEMENT

This Ingress/Egress Easement (this “**Agreement**”) made and entered into this 17th day of December, 2024, by and between James David Esteb Revocable Trust, u/a dtd. June 23, 2021, with James David Esteb and Janet G. Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, and Janet G. Esteb Revocable Trust, u/a dtd. June 23, 2021, with Janet G. Esteb and James David Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, 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 GRANTORS has hereunto affixed its name, this 17th day of December, 2024.

James David Esteb Revocable Trust, u/a dtd. June 23, 2021, an undivided one-half (1/2) interest

By: James David Esteb

Printed: James David Esteb

Title: Co-Trustee

Janet G. Esteb Revocable Trust, u/a dtd. June 23, 2021, an undivided one-half (1/2) interest

By: Janet G. Esteb

Printed: Janet G. Esteb

Title: Co-Trustee

By: Janet G. Esteb

Printed: Janet G. Esteb

Title: Co-Trustee

By: James David Esteb

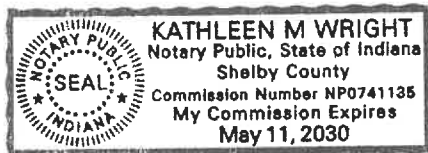
Printed: James David Esteb

Title: Co-Trustee

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, James David Esteb Revocable Trust, u/a dtd. June 23, 2021, with James David Esteb and Janet G. Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, and Janet G. Esteb Revocable Trust, u/a dtd. June 23, 2021, with Janet G. Esteb and James David Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, 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 17 DAY OF December, 2024.



Kathleen Wright
Notary Public

Printed: Kathleen Wright

Resident of Shelby County

Commission No. NP0741135

My Commission Expires: May 11, 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

Kenneth Austin

Kenneth 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: McElwain, Donna Jo, Trustee and Esteb, Helen J., Trustee
Parcel: 9A
Key Nos: Parcel # 41-08-21-013-017.000-008
Form: Ingress and Egress Easement

Sheet 1 of 1

Part of the West Half of the Northeast Quarter of Section 21, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Numbers 2008-017068 and 2015-0078490 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 parallel and east of the following described line.

Beginning at the intersection of the west line of said half-quarter section and the centerline of Hospital Road, thence along the west line of said half-quarter section, South 0 degrees 29 minutes 08 seconds East 823.32 feet to the terminus of this line at a point on the north line of a 30-foot Sanitary Sewer Easement recorded in Instrument Number _____ in said Recorder's Office. .

The side lines of said thirty-foot (30') easement to be extended or shortened to the centerline of Hospital Road and the north line of said 30-foot sanitary sewer easement.

Containing in all 0.576 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

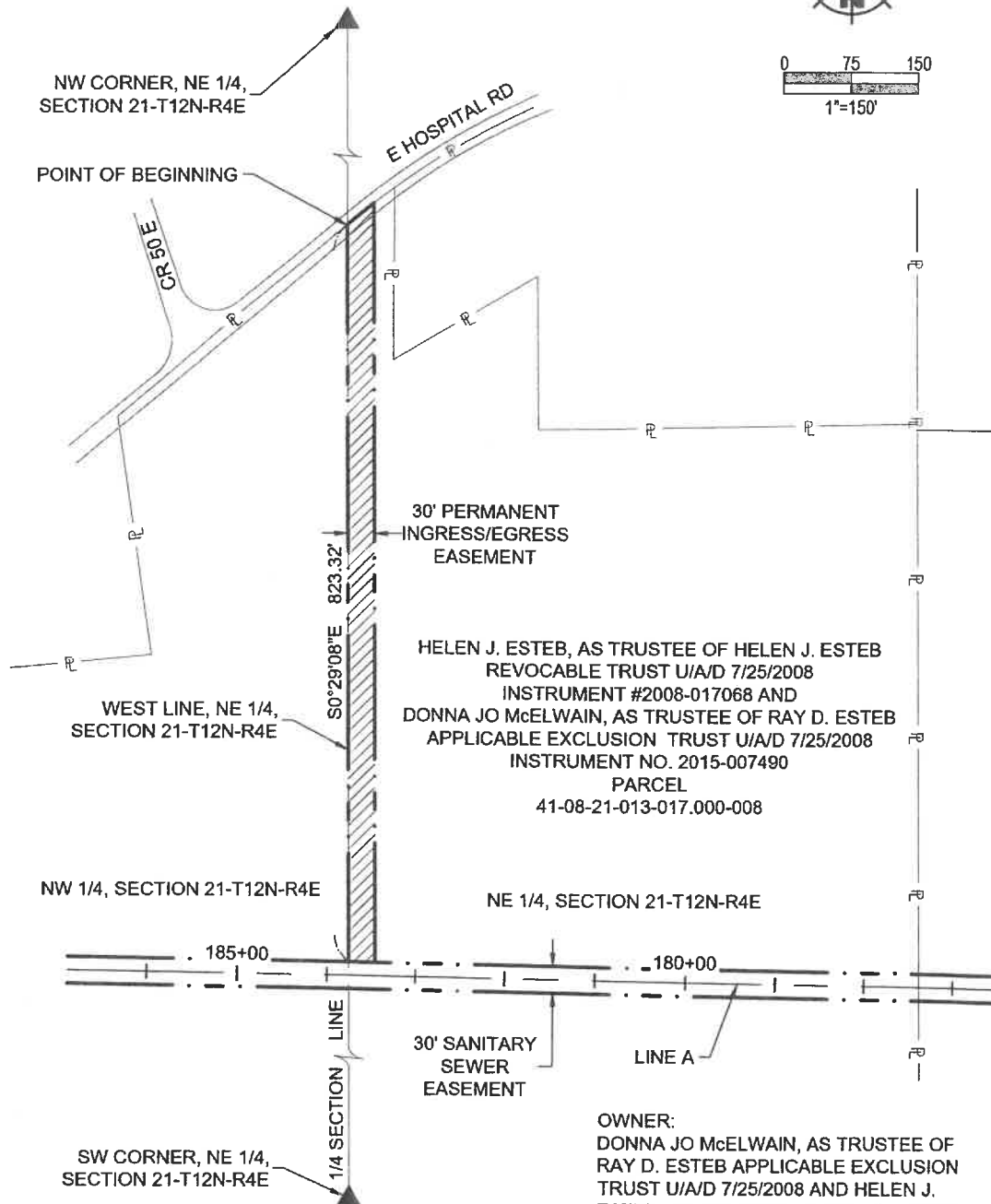


EXHIBIT "B"

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'



HELEN J. ESTEB, AS TRUSTEE OF HELEN J. ESTEB
REVOCABLE TRUST U/A/D 7/25/2008
INSTRUMENT #2008-017068 AND
DONNA JO McELWAIN, AS TRUSTEE OF RAY D. ESTEB
APPLICABLE EXCLUSION TRUST U/A/D 7/25/2008
INSTRUMENT NO. 2015-007490
PARCEL
41-08-21-013-017.000-008

OWNER:
DONNA JO McELWAIN, AS TRUSTEE OF
RAY D. ESTEB APPLICABLE EXCLUSION
TRUST U/A/D 7/25/2008 AND HELEN J.
ESTEB, AS TRUSTEE OF HELEN J. ESTEB
REVOCABLE TRUST U/A/D 7/25/2008

INST. NOS. 2008-017068 & 2015-007490

EASEMENT ACQUISITION ON PARCEL
FROM INSTRUMENT NUMBERS LISTED
ABOVE

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

= INGRESS/EGRESS EASEMENT

INGRESS/EGRESS EASEMENT
0.576± ACRES

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: DONNA JO McELWAIN, TTEE & HELEN J. ESTEB, TTEE
PARCEL 9A

CURRENT SHEET NO.

1

TOTAL SHEETS

1

Drawing: J:\Franklin\Project\231120 Franklin Westside Interceptor\CAD\DWG\EGRESS\EGRESS EXHIBITS\231120 - PARCEL 9A - ESTEB - EXHIBIT B.dwg | Layout: 1 | Plotted: 05/26/23 @ 09:21:38 | User: Justin Frazer

Project: Franklin Westside Interceptor
Key No.: 41-08-21-013-017.000-008

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

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, James David Esteb Revocable Trust, u/a dtd. June 23, 2021, with James David Esteb and Janet G. Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, and Janet G. Esteb Revocable Trust, u/a dtd. June 23, 2021, with Janet G. Esteb and James David Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, (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, a sanitary sewer line, which is to be limited to one, 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. 2024-012736 and Recorded on 8/8/2024

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 specific property conveyed within the Ingress/Egress Easement recorded as Instrument No. .
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 Grantee shall pursue any claim with the third party at Grantor's request, 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 additional, 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. Grantor does retain the right to maintain the existing levee.
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, modifying, or removing the Facilities. The adjoining land is limited to the Temporary Sanitary Sewer Easement recorded as Instrument No. during the initial construction period and a similar area should maintenance be needed in the future.
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 has five (5) years to file a claim for such damage with Grantee along with clear proof that damage was caused by the sanitary sewer construction. The claim should be filed at 70 E. Monroe Street, Franklin, Indiana 46131.
8. Grantor shall have the right to use the Easement Area 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. Grantor does retain the right to maintain the existing levee.
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 represents and certifies that they have been authorized to execute and deliver this temporary easement.

IN WITNESS WHEREOF, the said GRANTORS has hereunto affixed its name, this 17th day of December 2024.

James David Esteb Revocable Trust, u/a dtd. June 23, 2021, an undivided one-half (1/2) interest

By: James David Esteb

Printed: James David Esteb

Title: Co-Trustee

By: Janet G. Esteb

Printed: Janet G. Esteb

Title: Co-Trustee

Janet G. Esteb Revocable Trust, u/a dtd. June 23, 2021, an undivided one-half (1/2) interest

By: Janet G. Esteb

Printed: Janet G. Esteb

Title: Co-Trustee

By: James David Esteb

Printed: James David Esteb

Title: Co-Trustee

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, James David Esteb Revocable Trust, u/a dtd. June 23, 2021, with James David Esteb and Janet G. Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, and Janet G. Esteb Revocable Trust, u/a dtd. June 23, 2021, with Janet G. Esteb and James David Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, 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 17 DAY OF December, 2024.



Kathleen Wright

Notary Public

Printed: Kathleen Wright

Resident of Shelby County

Commission No. NP0741136

My Commission Expires: May 11, 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

Kenneth Austin

Kenneth 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: 9
Key No: Parcel # 41-08-21-013-017.000-008
Form: Permanent Sanitary Easement

Sheet 1 of 1

Part of the North Half of Section 21, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 2008-017068 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 177+37.73 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the east line of said tract; thence North 89 degrees 02 minutes 56 seconds West along Line "A" 1118.67 feet to the terminus of this centerline being Station 188+56.40 of Line "A". Containing in all 0.770 Acres more or less. The side line of said 30 foot easement to be extended or shortened to meet at the boundaries of said Instrument No. 2008-017068.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on November 2, 2022.



EXHIBIT B

PARCEL 9

OWNER: Ray D Esteb as Trustee of Ray D. Esteb Trust	CODE: NA
PROJECT: West Side Interceptor	DES. NO.: NA
COUNTY: Johnson	CHECKED BY: DJS
S/T/R SEC. 21-T12N-R4E	DRAWN BY: JAC

Inst. No. 2008-017068

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
0.770± ACRES

TEMPORARY EASEMENT
0.767± 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"=100'

0' 50' 100'



RAY D. ESTEB, AS TRUSTEE OF RAY D. ESTEB REVOCABLE
TRUST U/A/D 7/25/2008 AND HELEN J. ESTAB, AS TRUSTEE
OF HELEN J. ESTEB REVOCABLE TRUST U/A/D 7/25/2008, AS
EQUAL TENANTS IN COMMON
INSTRUMENT #2008-017068
PARCEL
41-08-21-013-017.000-008
NW 1/4 Section 21, T12N-R4E

YOUNGS CREEK

NW 1/4 Section 21, T12N-R4E
NE 1/4 Section 21, T12N-R4E

30' PERMANENT
SANITARY SEWER
EASEMENT

30' TEMPORARY
EASEMENT

N 89°02'56" W 1118.67'

STATION 188+56.40
LINE "A"

POINT OF BEGINNING
STATION 177+37.73
LINE "A"

SECTION LINE

Project: Franklin Westside Interceptor
Key No.: 41-08-21-013-017.000-008

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, James David Esteb Revocable Trust, u/a dtd. June 23, 2021, with James David Esteb and Janet G. Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, and Janet G. Esteb Revocable Trust, u/a dtd. June 23, 2021, with Janet G. Esteb and James David Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest (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. 2024-012736 and Recorded on 8/8/2024

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 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 17th day of December, 2024.

James David Esteb Revocable Trust, u/a dtd. June 23, 2021, an undivided one-half (1/2) interest

By: James David Esteb

Printed: James David Esteb

Title: Co-Trustee

By: Janet G. Esteb

Printed: Janet G. Esteb

Title: Co-Trustee

Janet G. Esteb Revocable Trust, u/a dtd. June 23, 2021, an undivided one-half (1/2) interest

By: Janet G. Esteb

Printed: Janet G. Esteb

Title: Co-Trustee

By: James David Esteb

Printed: James David Esteb

Title: Co-Trustee

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, James David Esteb Revocable Trust, u/a dtd. June 23, 2021, with James David Esteb and Janet G. Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, and Janet G. Esteb Revocable Trust, u/a dtd. June 23, 2021, with Janet G. Esteb and James David Esteb, as Co-Trustees, or their successors, an undivided one-half (1/2) interest, 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 17 DAY OF December, 2024.



Kathleen Wright

Notary Public

Printed: Kathleen Wright

Resident of Shelby County

Commission No. NP0741135

My Commission Expires: May 11, 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

Kenneth Austin

Kenneth 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: 9
Key No: Parcel # 41-08-21-013-017.000-008
Form: Temporary Easement

Sheet 1 of 1

Part of the North Half of Section 21, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 2008-017068 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 north line lying fifteen feet (15') south, adjacent and parallel with the following described line.

Beginning at Station 177+37.73 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the east line of said tract; thence North 89 degrees 02 minutes 56 seconds West along Line "A" 1118.67 feet to the terminus of this centerline being Station 188+56.40 of Line "A". Containing in all 0.767 Acres more or less. The side line of said 30 foot easement to be extended or shortened to meet at the boundaries of said Instrument No. 2008-017068.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on November 2, 2022.



EXHIBIT B

PARCEL 9

OWNER: Ray D Esteb as Trustee of Ray D. Esteb Trust	CODE: NA
PROJECT: West Side Interceptor	DES. NO: NA
COUNTY: Johnson	CHECKED BY: DJS
S/T/R: SEC. 21-T12N-R4E	DRAWN BY: JAC

Inst. No. 2008-017068

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
0.770± ACRES

TEMPORARY EASEMENT
0.767± 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.npsindy.com

SCALE: 1"=100'

0' 50' 100'



RAY D. ESTEB, AS TRUSTEE OF RAY D. ESTEB REVOCABLE
TRUST U/A/D 7/25/2008 AND HELEN J. ESTEB, AS TRUSTEE
OF HELEN J. ESTEB REVOCABLE TRUST U/A/D 7/25/2008, AS
EQUAL TENANTS IN COMMON
INSTRUMENT #2008-017068
PARCEL
41-08-21-013-017.000-008
NW 1/4 Section 21, T12N-R4E

YOUNGS CREEK

NW 1/4 Section 21, T12N-R4E
NE 1/4 Section 21, T12N-R4E

30' PERMANENT
SANITARY SEWER
EASEMENT

30' TEMPORARY
EASEMENT

POINT OF BEGINNING
STATION 177+37.73
LINE "A"

STATION 188+56.40
LINE "A"

N 89°02'56" W 118.67'

Project: Franklin Westside Interceptor
Key No.: 41-08-27-022-010-000-008

STATE OF INDIANA)
)
COUNTY OF JOHNSON) **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, Andrew S. Duckworth (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. 2001-014812 and Recorded on 5/25/2001

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 as well as through the Ingress/Egress Easement executed by the parties executed the ____ day of _____, 20____ and recorded the ____ day of _____, 20____.
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 utilize 3rd party contractors to trench, lay or use wires, cables, electric lines and other fixtures within the easement area subject to the provisions of paragraph 8 below.
4. To the best of Grantor's knowledge, the Easement Area has 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, *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 non-crop 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 one hundred eighty (180) days after such damage occurs, file a claim for such damage with Grantee at 70 E. Monroe Street, Franklin, Indiana 46131.
8. Grantee shall and will indemnify and save the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the fault, culpability or negligence of Grantee in the construction, erection, maintenance, installation, use, inspection, operation, repair, removal or renewal of the sewer line and appurtenances connected therewith or in the exercise of its rights granted herein. Subject to and in addition to the provisions of paragraph 7, above, any damage by Grantee or its agents and third parties to Grantor's crops, tiles, drains, and ditches shall be promptly repaired, replaced or paid for by Grantee, provided a claim for the reasonable cost of repair and replacement therefore is presented to Grantee 70 E. Monroe Street, Franklin, Indiana 46131, within one hundred eighty (180) days after such damages occur.
9. Grantor shall have the right to use the Easement Area 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.
10. 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.

11. 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.
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, 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 3rd day of January, 2025.

By: Andrew S. Duckworth

Printed: Andrew S. Duckworth

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 Andrew S. Duckworth, 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 3rd DAY OF January, 2025.

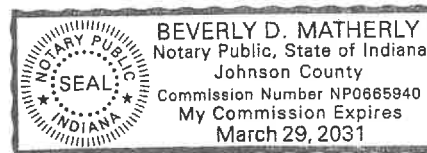
Beverly D. Matherly
Notary Public

Printed: Beverly D. Matherly

Resident of Johnson County

Commission No. NP0665940

My Commission Expires: March 29, 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

Kenneth Austin

Kenneth 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: Andrew S Duckworth
Parcel: 24
Key Nos: Parcel # 41-08-27-022-010.000-008
Form: Permanent Sanitary Sewer and Ingress/Egress Easement

Sheet 1 of 2

Part of the West Half 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 2001-014812 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 the West Half of said Northwest Quarter Section; thence South 35 degrees 19 minutes 36 seconds West 42.76 feet along the southeast line of Parcel 4 in Instrument Number 2008-013245 in said Recorder's Office; thence South 33 degrees 32 minutes 11 seconds East 33.61 feet; thence North 35 degrees 19 minutes 36 seconds East 10.41 feet to the east line of said West Half of said Northwest Quarter; thence North 00 degrees 08 minutes 21 seconds East 54.41 feet along said east line to the point of beginning, containing 0.019 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.



Project: Franklin – West Side Interceptor
Grantor: Andrew S Duckworth
Parcel: 24
Key Nos: Parcel # 41-08-27-022-010.000-008
Form: Permanent Ingress/Egress Easement

Sheet 2 of 2

Part of the West Half 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 2001-014812 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 six feet (6') in uniform width, lying parallel and west of the following described line.

Commencing at the Northeast Corner of the West Half of said Northwest Quarter Section; thence South 00 degrees 08 minutes 21 seconds West 54.41 feet along the east line of said West Half to the point of beginning of the herein described line: thence South 00 degrees 08 minutes 21 seconds West 1401.94 feet along said east line to the north edge of traveled way of County Road 125 South.

The side lines of said six feet (6') easement to be extended or shortened to meet at the boundaries of a sanitary sewer and ingress/egress easement and the northerly bounds of County Road 125 South.

Containing in all 0.193 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.

Justin R. Frazier

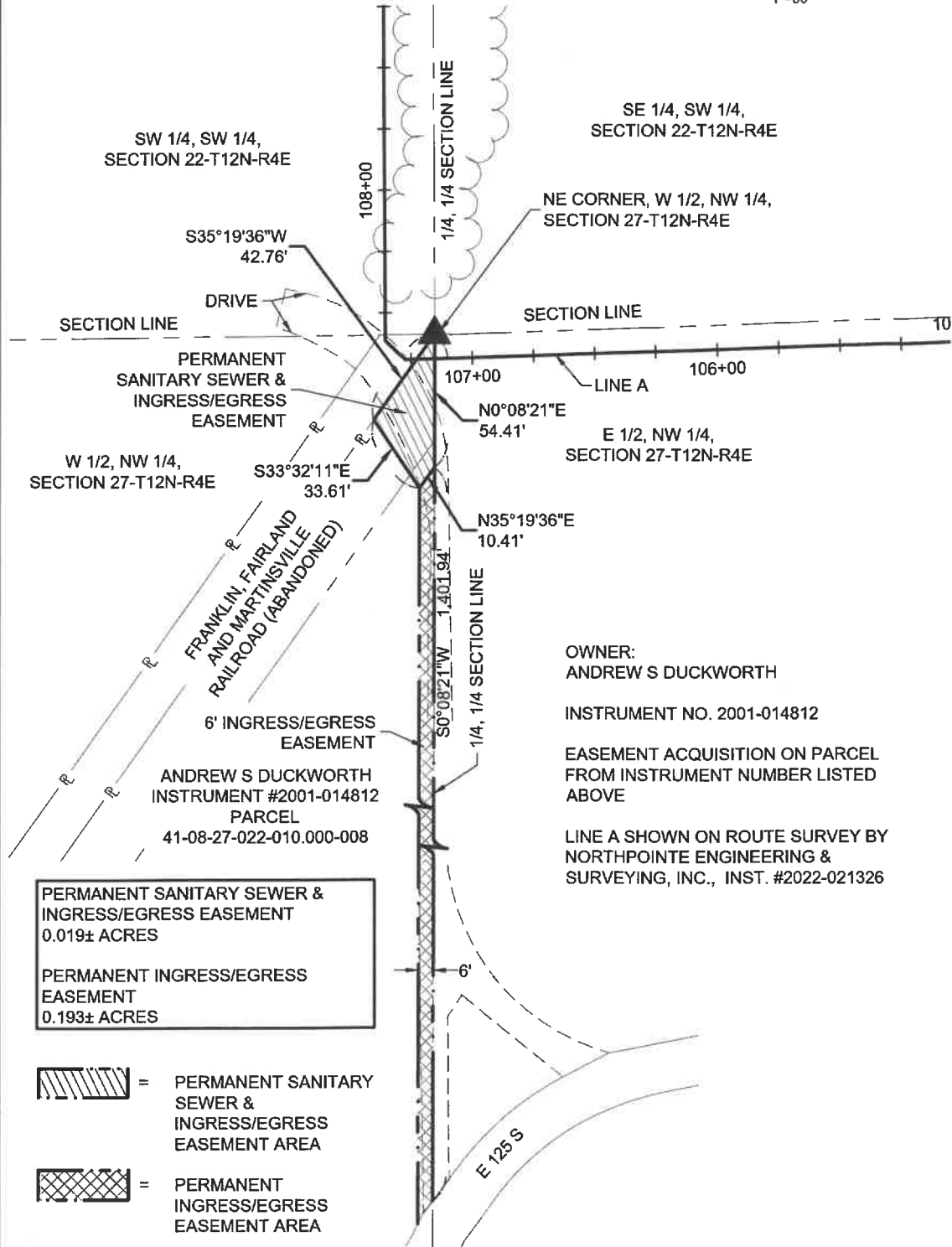


EXHIBIT "B"

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



0 25 50
1"=50'



PERMANENT SANITARY SEWER &
INGRESS/EGRESS EASEMENT
0.019± ACRES

PERMANENT INGRESS/EGRESS
EASEMENT
0.193± ACRES

= PERMANENT SANITARY
SEWER &
INGRESS/EGRESS
EASEMENT AREA

= PERMANENT
INGRESS/EGRESS
EASEMENT AREA

DRAWN BY	CHECKED BY	APPROVED BY
JRF	JAR	JRF
DRAWING SCALE		
1" = 50'		
PROJECT NUMBER		
231120-48-001		

W
WESSLER
ENGINEERING
More than a Project™

EXHIBIT "B"
PREPARED FOR: CITY OF FRANKLIN
EASEMENT EXHIBIT OWNER: ANDREW S DUCKWORTH PARCEL 24

CURRENT SHEET NO.
1
TOTAL SHEETS
1

CROSS REFERENCE INSTRUMENT # Instrument No. 2001-014812
KEY NO.: 41-08-27-022-010.000-008

INGRESS/EGRESS EASEMENT

This Ingress/Egress Easement (this "**Agreement**") made and entered into this 3rd day of January, 20 25, by and between Andrew S. Duckworth, 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 (the "**Lift Station Parcel**").

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. Grantee shall and will indemnify and save the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the fault, culpability or negligence of Grantee in the construction, erection, maintenance, installation, use, inspection, operation, repair, removal or renewal of the sanitary sewer facilities and appurtenances connected therewith or in the exercise of its rights granted herein. Both Grantor and Grantee shall reasonably maintain the Easement Property. Any damage to the Easement Property by either party shall be promptly repaired by such damaging party. Any damage by Grantee or its agents or third parties to Grantor's crops, tiles, drains, and ditches shall be promptly repaired, replaced or paid for by Grantee, provided a claim for the reasonable cost of repair or replacement therefore is presented to Grantee at 70 E. Monroe Street, Franklin, Indiana 46131, within one hundred eighty (180) days after such damages occur.

5. Grantee may not assign or transfer the rights granted to it hereunder without Grantor's consent.

6. 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 ^{3rd}
day of January, 20 25

Andrew S Duckworth

Printed: Andrew S. Duckworth

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, Andrew S. Duckworth, 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 3rd DAY OF
January, 2025.

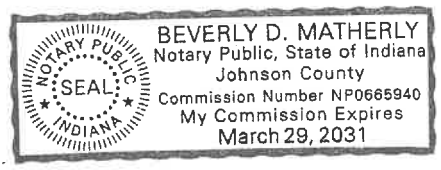
Beverly D. Matherly
Notary Public

Printed: Beverly D. Matherly

Resident of Johnson County

Commission No. NPO665940

My Commission Expires: March 29, 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

Kenneth Austin

Kenneth 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: Andrew S Duckworth
Parcel: 24
Key Nos: Parcel #41-08-27-022-010.000-008
Form: Permanent Sanitary Sewer and Ingress/Egress Easement

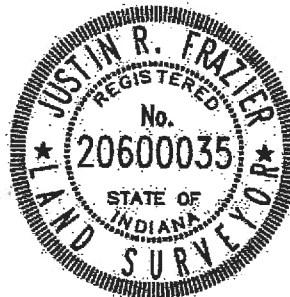
Sheet 1 of 2

Part of the West Half 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 2001-014812 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 the West Half of said Northwest Quarter Section; thence South 35 degrees 19 minutes 36 seconds West 42.76 feet along the southeast line of Parcel 4 in Instrument Number 2008-013245 in said Recorder's Office; thence South 33 degrees 32 minutes 11 seconds East 33.61 feet; thence North 35 degrees 19 minutes 36 seconds East 10.41 feet to the east line of said West Half of said Northwest Quarter; thence North 00 degrees 08 minutes 21 seconds East 54.41 feet along said east line to the point of beginning, containing 0.019 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.

Justin R. Frazier



Project: Franklin – West Side Interceptor
Grantor: Andrew S Duckworth
Parcel: 24
Key Nos: Parcel # 41-08-27-022-010.000-008
Form: Permanent Ingress/Egress Easement

Sheet 2 of 2

Part of the West Half 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 2001-014812 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 six feet (6') in uniform width, lying parallel and west of the following described line.

Commencing at the Northeast Corner of the West Half of said Northwest Quarter Section; thence South 00 degrees 08 minutes 21 seconds West 54.41 feet along the east line of said West Half to the point of beginning of the herein described line: thence South 00 degrees 08 minutes 21 seconds West 1401.94 feet along said east line to the north edge of traveled way of County Road 125 South.

The side lines of said six feet (6') easement to be extended or shortened to meet at the boundaries of a sanitary sewer and ingress/egress easement and the northerly bounds of County Road 125 South.

Containing in all 0.193 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.

Justin R. Frazier

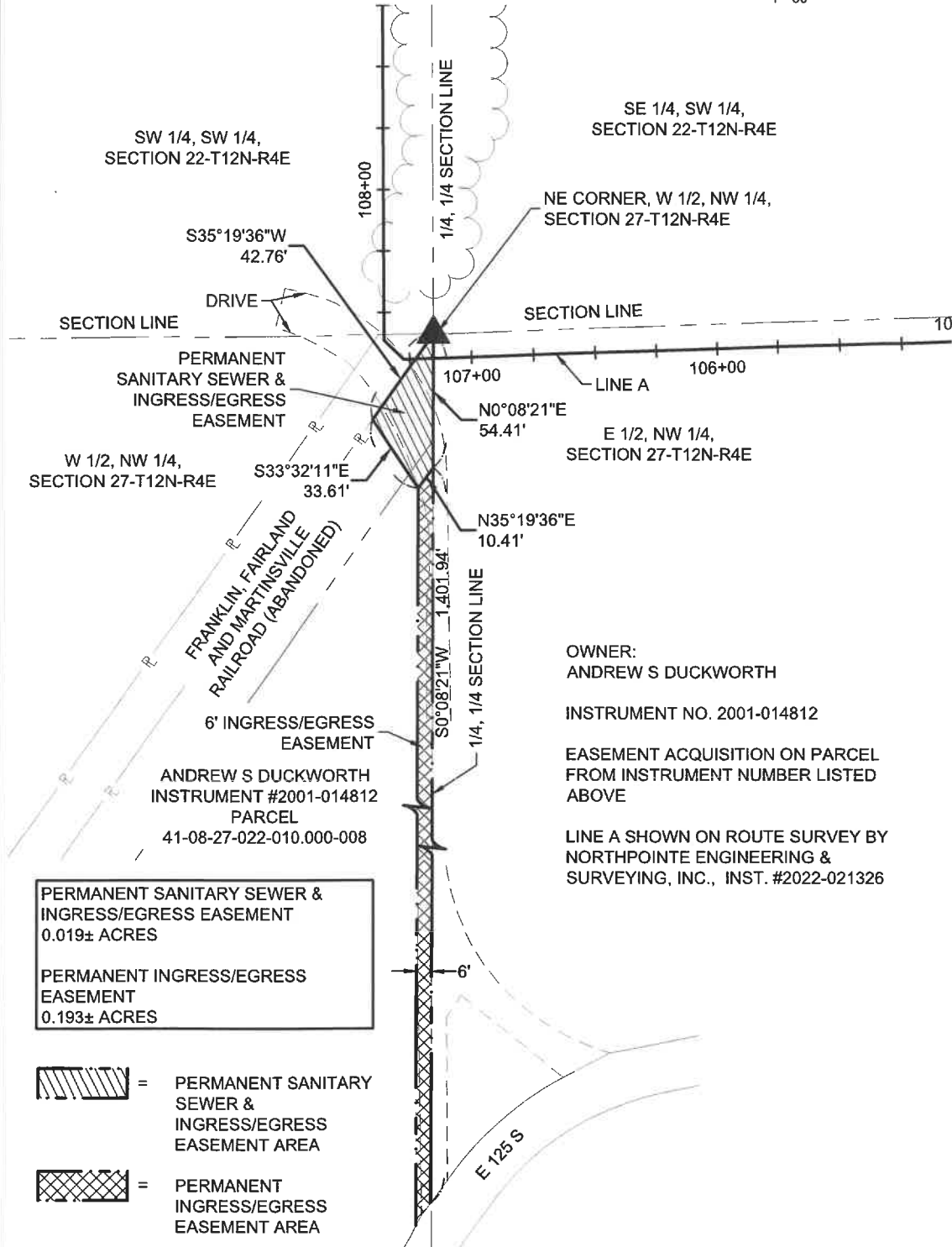


EXHIBIT "B"

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





0 25 50
1"=50'



PERMANENT SANITARY SEWER &
INGRESS/EGRESS EASEMENT
0.019± ACRES

PERMANENT INGRESS/EGRESS
EASEMENT
0.193± ACRES

 = PERMANENT SANITARY
SEWER &
INGRESS/EGRESS
EASEMENT AREA

 = PERMANENT
INGRESS/EGRESS
EASEMENT AREA

DRAWN BY	CHECKED BY	APPROVED BY
JRF	JAR	JRF
DRAWING SCALE		
1" = 50'		
PROJECT NUMBER		
231120-48-001		

W
WESSLER
ENGINEERING
More than a Project™

EXHIBIT "B"
PREPARED FOR:
CITY OF FRANKLIN
EASEMENT EXHIBIT
OWNER: ANDREW S DUCKWORTH
PARCEL 24

CURRENT SHEET NO.
1
TOTAL SHEETS
1