

BOARD OF PUBLIC WORKS AND SAFETY (Form B-01-2012)
Agenda Request Form

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 24, 2025	Meeting Date:	April 7, 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 2 Smith – Ingress/Egress Easement • Parcel 11 Henderson – Permanent & Temporary Sanitary Sewer Easements • Parcel 12 Knight – Permanent & Temporary Sanitary Sewer Easements • Parcel 14 Gilpin – Permanent & Temporary Sanitary Sewer Easements • Parcel 18 Ditmars – Permanent & Temporary Sanitary Sewer Easements 			
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.

CROSS REFERENCE INSTRUMENT # Instrument No. 2001-010219
KEY NO.: 41-08-27-021-002.002-008

INGRESS/EGRESS EASEMENT

This Ingress/Egress Easement (this "**Agreement**") made and entered into this 27th day of February, 2025, by and between Barbara A. Smith, 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. 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.

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

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: Smith, Gerald D. & Barbara A.
Parcel: 2C
Key Nos: Parcel # 41-08-27-021-002.002-008
Form: Permanent Ingress and Egress Easement

Sheet 1 of 1

Also, part of the East 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 2001-010219 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 seventeen and a half feet (17.5') wide on both sides of the following described line.

Commencing at a point located North 0 degrees 08 minutes 21 seconds East 10.01 feet from Station 107+15.49 on Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, said point also being the northwest corner of said half-quarter section, designated as point "323" on said route survey; thence along the west line of said half-quarter section, South 0 degrees 08 minutes 21 seconds West 1,338.74 feet along the west line of said half-quarter section; thence South 44 degrees 37 minutes 52 seconds East 8.52 feet to the east boundary of a six-foot (6') ingress and egress easement recorded in Instrument No. 2024-003428 in said Recorder's Office and the point of beginning; thence continuing South 44 degrees 37 minutes 52 seconds East 83.50 feet to the northerly bounds of County Road 125 South and the terminus of this line.

The side lines of said thirty-five (35') foot easement to be extended or shortened to meet the east line of said ingress and egress easement and the northerly bounds of County Road 125 South.

Containing in all 0.068 Acres, more or less.

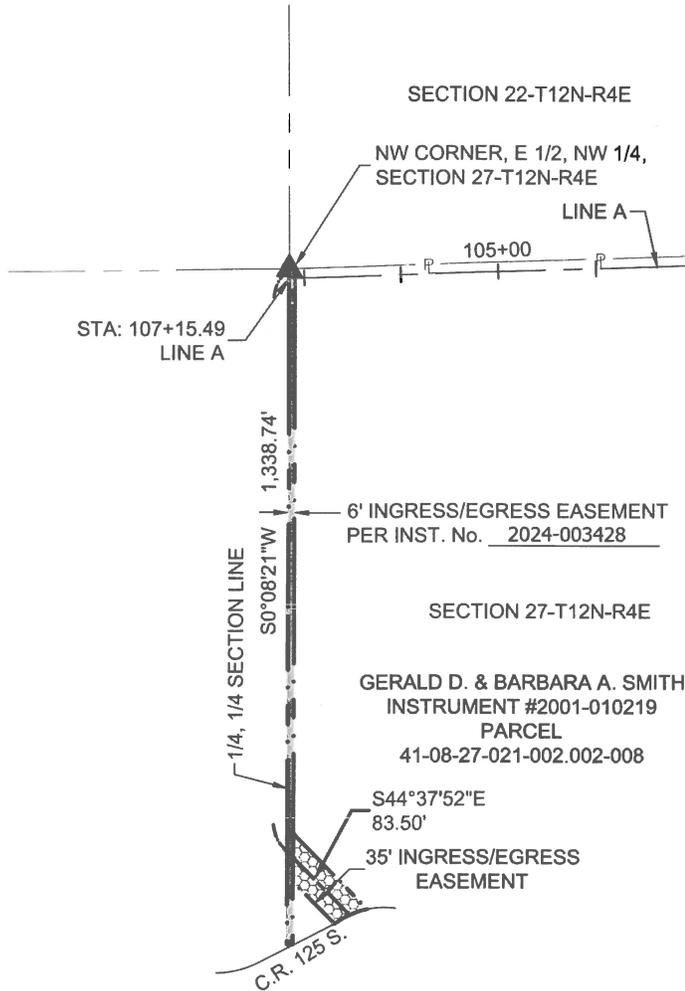
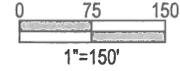
This description was prepared for City of Franklin, Indiana by Justin R. Frazier, Indiana Professional Surveyor, License Number LS20600035, on March 04, 2024.

Justin R. Frazier



EXHIBIT "B"

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



GERALD D. & BARBARA A. SMITH
INSTRUMENT #2001-010219
PARCEL
41-08-27-021-002.002-008

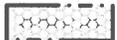
35' INGRESS/EGRESS EASEMENT
0.068± ACRES

OWNER:
GERALD D. & BARBARA A. SMITH

INST. NO. 2001-010219

EASEMENT ACQUISITION ON PARCEL
FROM INSTRUMENT NUMBER LISTED
ABOVE

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

-  = 6' INGRESS/EGRESS EASEMENT
-  = 35' INGRESS/EGRESS EASEMENT

Drawing: J:\Franklin\Projects\231120 - Franklin Westside Interceptor\CADD\DWG\EGRESS\EASEMENT EXHIBIT\231120 - PARCEL 2 - SMITH - EXHIBIT 2.dwg | Layer: 6 | Plotter: 03/04/24 @ 11:33:21 | User: Jeffrey Rollings

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



EXHIBIT "B"
PREPARED FOR: CITY OF FRANKLIN
EASEMENT EXHIBIT
OWNER: GERALD D. & BARBARA A. SMITH
PARCEL 2C

CURRENT SHEET NO.
1
TOTAL SHEETS
1

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 Grantors' knowledge, the Easement Area and the adjoining land of Grantors' Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.
5. Grantors 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 Grantors' 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 Grantors, satisfactorily repair any damage, Grantors must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at 70 E. Monroe Street, Franklin, Indiana 46131.
8. Grantors shall have the right to use the Easement Area and the adjoining land of Grantors' Property in any manner which is consistent with the rights granted herein to Grantee and shall comply with all applicable codes when making use of the land near the Facilities.
9. Notwithstanding anything to the contrary contained herein, Grantors shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.
10. Grantors warrant that it has the necessary authority and title to Grantors' 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 Grantors 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, Grantors 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.

12. For good and valuable consideration received, Grantee has compensated Grantor for field tile replacement work for which Grantor shall contract separately with a third party. Grantee shall have no further responsibility for damages or replacement costs for field tile or work associated therewith, and Grantor shall hold Grantee harmless and shall indemnify Grantee from any and all damages related to this work.

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

IN WITNESS WHEREOF, the said GRANTORS have hereunto affixed its name, this 10th day of March 2025.

By: Brent T. Henderson

By: Kathryn Henderson

Printed: Brent T. Henderson, husband

Printed: Kathy M. Henderson, wife

Title: owner

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, Brent T. Henderson and Kathy M. Henderson, husband and wife, 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 10th DAY OF March, 2025.

Elizabeth A. Sullivan

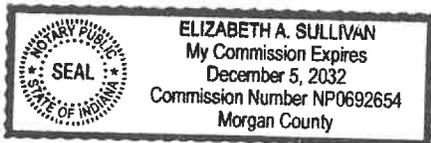
Notary Public

Printed: Elizabeth A. Sullivan

Resident of Morgan County

Commission No. NP0692654

My Commission Expires: December 5, 2032



INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2025.

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: 11
Key No: Parcel # 41-08-21-021-020.000-008, 41-08-21-021-020.002-008
41-08-21-021-030.000-008, 41-08-21-021-030.001-008
Form: Permanent Sanitary Easement

Sheet 1 of 1

Part of the Northwest 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 Number 2014-005027 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 197+44.39 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the north edge of Hospital Road traveled way; thence North 00 degrees 17 minutes 02 seconds West along Line "A" 667.09 feet to Station 204+11.48; thence North 24 degrees 36 minutes 30 seconds West 10.01 feet to the terminus of this centerline being Station 204+21.49 of Line "A", also being south right of way of SR44. Containing in all 0.465 Acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Instrument No. 2014-005027.

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



EXHIBIT "A"

Project: Franklin – West Side Sanitary
Parcel: 11A
Key No: Parcel # 41-08-16-031-022.000-008
Form: Permanent Sanitary Easement

Sheet 1 of 2

Part of the Northwest Quarter 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 2014-005027 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 226+03.69 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the south line of said tract; thence North 43 degrees 30 minutes 03 seconds East along Line "A" 46.72 feet to Station 226+50.41; thence North 13 degrees 05 minutes 24 seconds East along Line "A" 385.44 feet to Station 230+35.85; thence North 56 degrees 52 minutes 49 seconds East along Line "A" 175.61 feet to Station 232+11.46; thence North 31 degrees 04 minutes 30 seconds East along Line "A" 366.46 feet to Station 235+77.92; thence North 44 degrees 06 minutes 39 seconds East along Line "A" 440.98 feet to Station 240+18.90; thence North 59 degrees 04 minutes 32 seconds East along Line "A" 500.00 feet to Station 245+18.90; thence North 42 degrees 55 minutes 19 seconds East along Line "A" 260.90 feet to Station 247+79.80; thence North 15 degrees 02 minutes 52 seconds East along Line "A" 14.14 feet to the terminus of this centerline being Station 247+93.95 of Line "A", also being the north line of said tract. Containing in all 1.508 Acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Instrument No. 2014-005027.

EXHIBIT "A"

Project: Franklin – West Side Sanitary
Parcel: 11A
Key No: Parcel # 41-08-16-031-022.000-008
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 2, 2022.





EXHIBIT B

PARCEL 11

OWNER: Brent T. & Kathy M. Henderson		CODE: NA
PROJECT: West Side Interceptor		DES. NO.: NA
COUNTY: Johnson	S/T/R SEC. 21-T12N-R4E	DRAWN BY: MKS
		CHECKED BY: DJS

Inst. No. 2014-005027

EASEMENT ACQUISITION ON PARCEL FROM INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
0.465± ACRES

TEMPORARY EASEMENT
0.474± ACRES

SCALE: 1"=100'

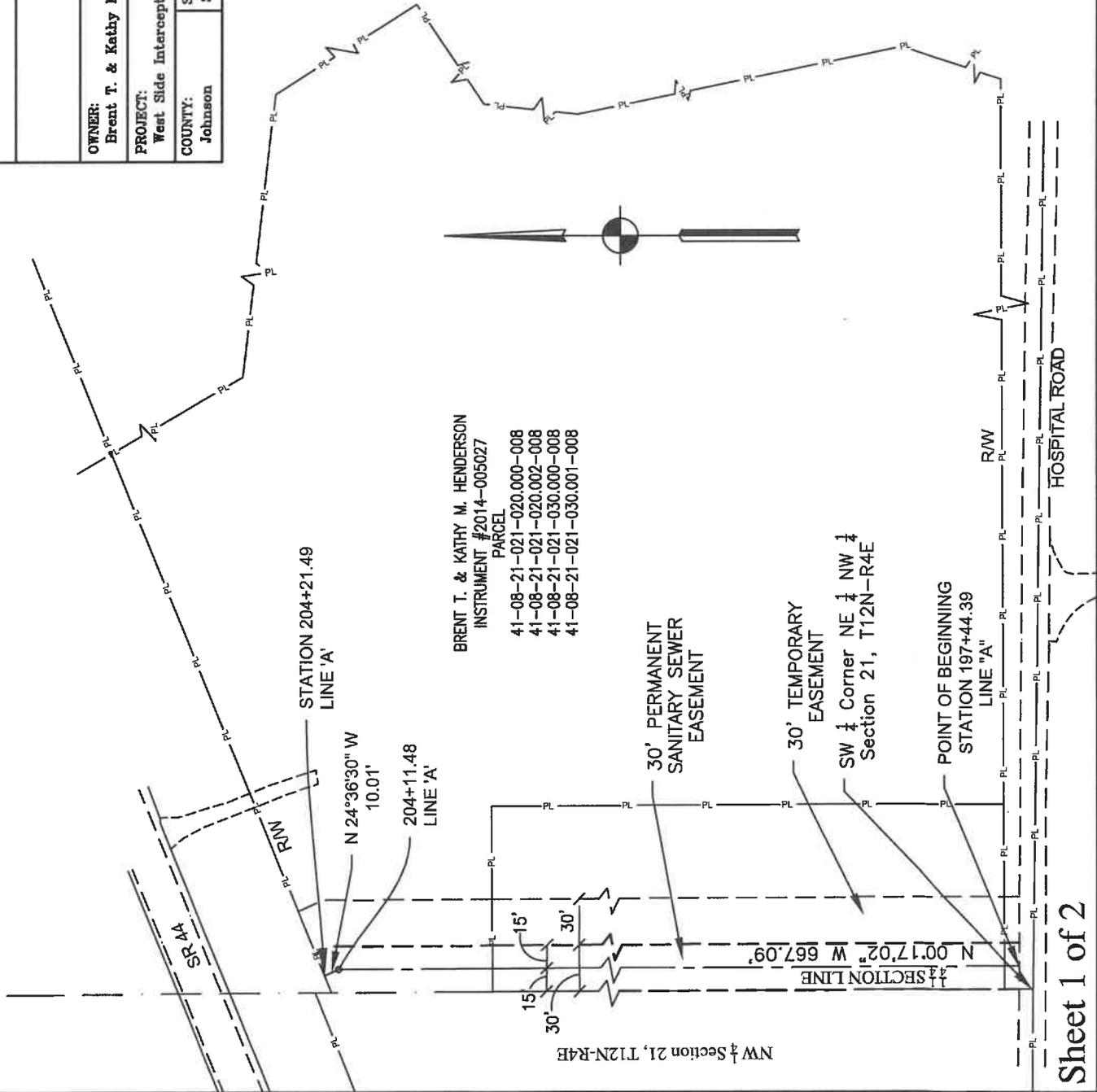


PREPARED FOR CITY OF FRANKLIN
BY:



SURVEYING, Inc.

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



BRENT T. & KATHY M. HENDERSON
INSTRUMENT #2014-005027
PARCEL
41-08-21-021-020.000-008
41-08-21-021-020.002-008
41-08-21-021-030.000-008
41-08-21-021-030.001-008

EXHIBIT B

PARCEL 11A

OWNER: Brent T. & Kathy M. Henderson		CODE: NA
PROJECT: West Side Interceptor		DES. NO: NA
COUNTY: Johnson		CHECKED BY: DJS
S/T/R SEC. 16-T12N-R4E	DRAWN BY: MKS	

Inst. No. 2014-005027

EASEMENT ACQUISITION ON PARCEL FROM INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
1.508± ACRES

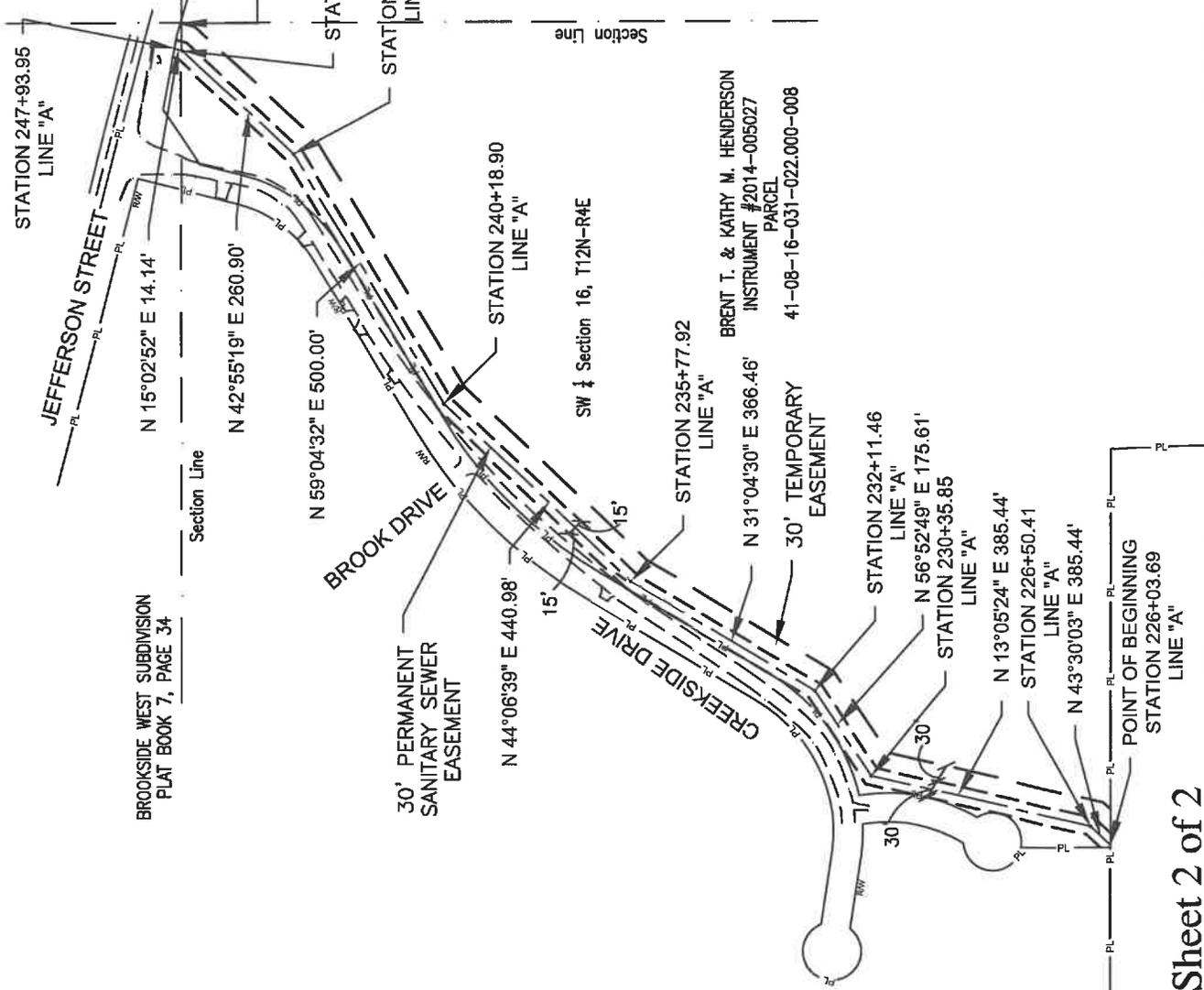
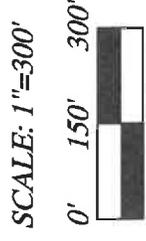
TEMPORARY EASEMENT
1.500± ACRES

PREPARED FOR CITY OF FRANKLIN
BY:



SURVEYING, Inc.

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



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

IN WITNESS WHEREOF, the said GRANTORS have hereunto affixed its name, this 10th day of March 2025.

By: *Brent T. Henderson*

By: *Kathy M. Henderson*

Printed: Brent T. Henderson, husband

Printed: Kathy M. Henderson, wife

Title: owner

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, Brent T. Henderson and Kathy M. Henderson, husband and wife, 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 10th DAY OF MARCH, 2025.

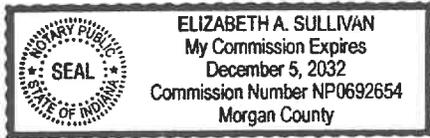
Elizabeth A. Sullivan
Notary Public

Printed: Elizabeth A. Sullivan

Resident of Morgan County

Commission No. NP0692654

My Commission Expires: December 5, 2032



INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2025.

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 Sanitary
Parcel: 11
Key No: Parcel # 41-08-21-021-020.000-008, 41-08-21-021-020.002-008
41-08-21-021-030.000-008, 41-08-21-021-030.001-008
Form: Temporary Easement

Sheet 1 of 1

Part of the Northwest 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 Number 2014-005027 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 west line lying fifteen feet (15') east, adjacent and parallel with the following described line.

Beginning at Station 197+44.39 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the north edge of Hospital Road traveled way; thence North 00 degrees 17 minutes 02 seconds West along Line "A" 667.09 feet to Station 204+11.48; thence North 24 degrees 36 minutes 30 seconds West 10.01 feet to the terminus of this centerline being Station 204+21.49 of Line "A", also being south right of way of SR44. Containing in all 0.474 Acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Instrument No. 2014-005027.

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



EXHIBIT "A"

Project: Franklin – West Side Interceptor
Parcel: 11A
Key No: Parcel # 41-08-16-031-022.000-008
Form: Temporary Easement

Sheet 1 of 2

Part of the Northwest Quarter 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 2014-005027 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 west line lying fifteen feet (15') east, adjacent and parallel with the following described line.

Beginning at Station 226+03.69 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also being the south line of said tract; thence North 43 degrees 30 minutes 03 seconds East along Line "A" 46.72 feet to Station 226+50.41; thence North 13 degrees 05 minutes 24 seconds East along Line "A" 385.44 feet to Station 230+35.85; thence North 56 degrees 52 minutes 49 seconds East along Line "A" 175.61 feet to Station 232+11.46; thence North 31 degrees 04 minutes 30 seconds East along Line "A" 366.46 feet to Station 235+77.92; thence North 44 degrees 06 minutes 39 seconds East along Line "A" 440.98 feet to Station 240+18.90; thence North 59 degrees 04 minutes 32 seconds East along Line "A" 500.00 feet to Station 245+18.90; thence North 42 degrees 55 minutes 19 seconds East along Line "A" 260.90 feet to Station 247+79.80; thence North 15 degrees 02 minutes 52 seconds East along Line "A" 14.14 feet to the terminus of this centerline being Station 247+93.95 of Line "A", also being the north line of said tract. Containing in all 1.500 Acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Instrument No. 2014-005027.

EXHIBIT "A"

Project: Franklin - West Side Interceptor
Parcel: 11A
Key No: Parcel # 41-08-16-031-022.000-008
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 November 2, 2022.





EXHIBIT B

PARCEL 11

OWNER: Brent T. & Kathy M. Henderson	CODE: NA
PROJECT: West Side Interceptor	DES. NO.: NA
COUNTY: Johnson	CHECKED BY: DJS
S/T/R: SEC. 21-T12N-R4E	DRAWN BY: MKS

Inst. No. 2014-005027

EASEMENT ACQUISITION ON PARCEL FROM INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
0.465± ACRES

TEMPORARY EASEMENT
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SCALE: 1"=100'

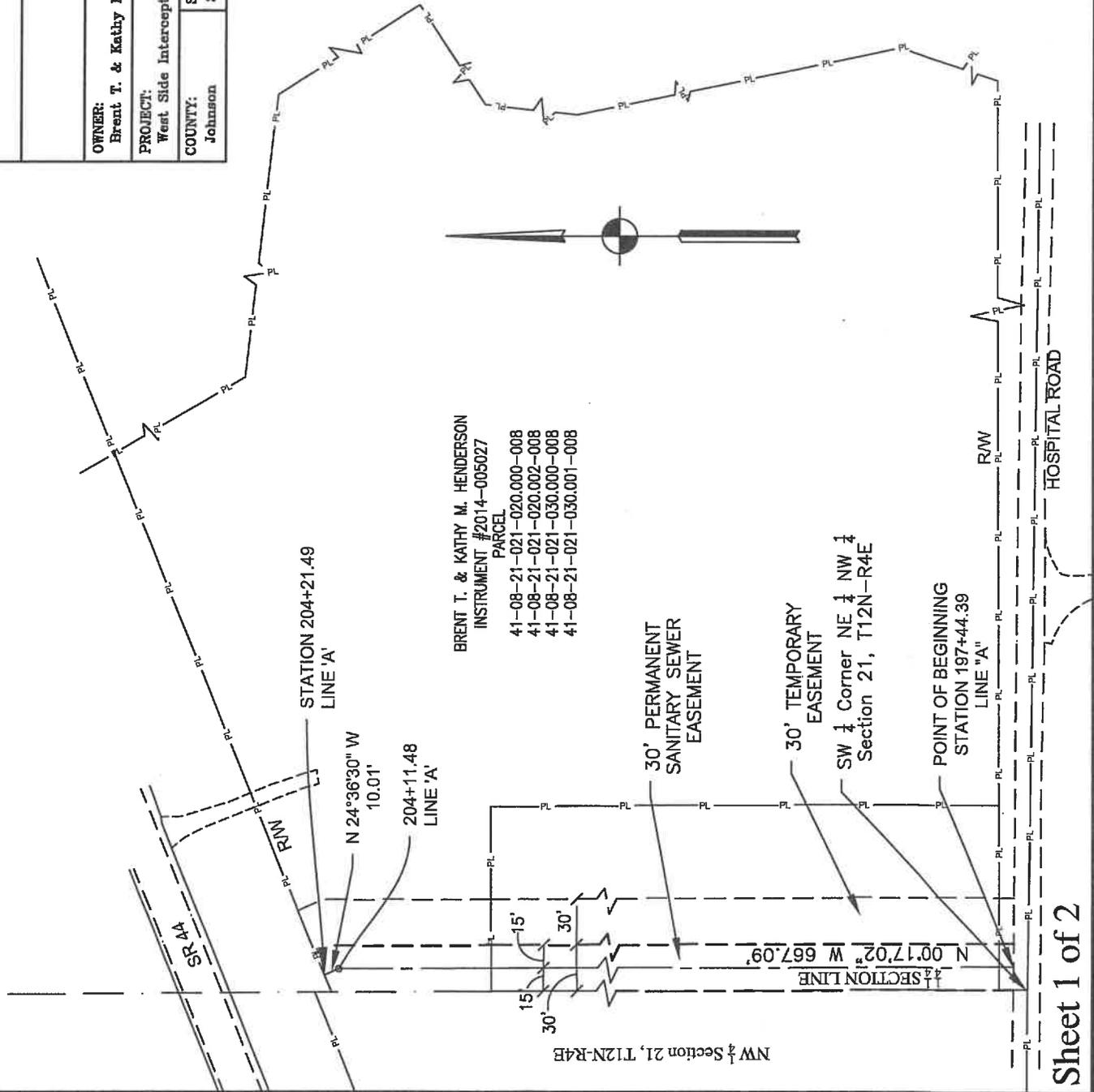


PREPARED FOR CITY OF FRANKLIN
BY:



SURVEYING, Inc.

6125 South East Street, Suite "B"
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BRENT T. & KATHY M. HENDERSON
INSTRUMENT #2014-005027
PARCEL
41-08-21-021-020.000-008
41-08-21-021-020.002-008
41-08-21-021-030.000-008
41-08-21-021-030.001-008

EXHIBIT B

PARCEL 11A

OWNER: Brent T. & Kathy M. Henderson	CODE: NA
PROJECT: West Side Interceptor	DES. NO: NA
COUNTY: Johnson	CHECKED BY: DJS
S/T/R SEC. 16-T12N-R4E	DRAWN BY: MKS
ROAD: NA	

Inst. No. 2014-005027
 EASEMENT ACQUISITION ON PARCEL FROM
 INSTRUMENT NUMBER LISTED ABOVE
 NPES PROJ. #21-0115
 LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
 1.508± ACRES
 TEMPORARY EASEMENT
 1.500± ACRES

PREPARED FOR CITY OF FRANKLIN
 BY:

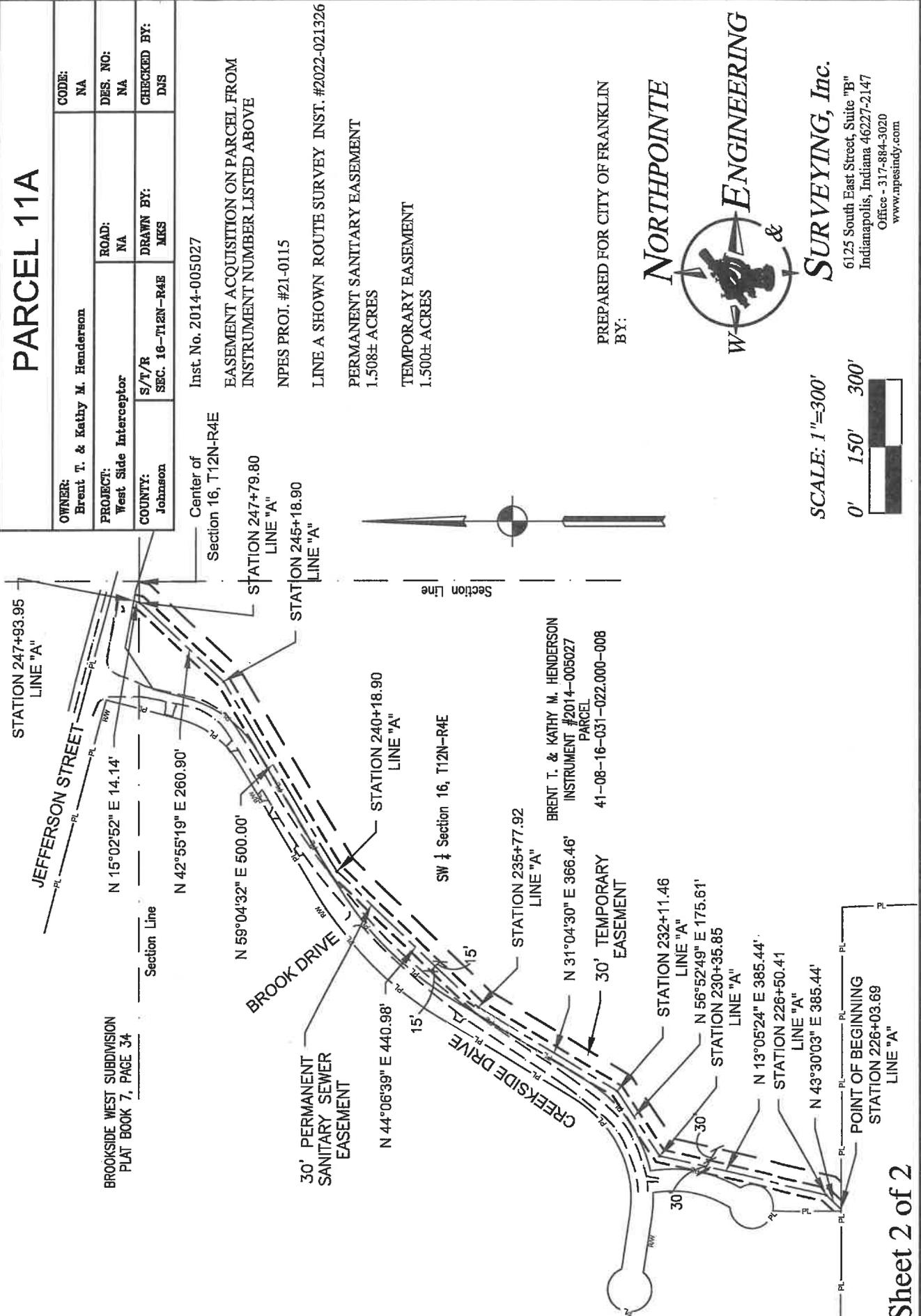


SURVEYING, Inc.

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

SCALE: 1"=300'

0' 150' 300'



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 Grantors' knowledge, the Easement Area and the adjoining land of Grantors' Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.
5. Grantors 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 Grantors' 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 Grantors, satisfactorily repair any damage, Grantors must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at 70 E. Monroe Street, Franklin, Indiana 46131.
8. Grantors shall have the right to use the Easement Area and the adjoining land of Grantors' Property in any manner which is consistent with the rights granted herein to Grantee and shall comply with all applicable codes when making use of the land near the Facilities.
9. Notwithstanding anything to the contrary contained herein, Grantors shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.
10. Grantors warrant that it has the necessary authority and title to Grantors' 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 Grantors 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, Grantors 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 GRANTORS represent and certify that they have been authorized to execute and deliver this temporary easement.

IN WITNESS WHEREOF, the said GRANTORS have hereunto affixed its name, this 15th day of March 2025.

By: [Signature]

By: [Signature]

Printed: Kyle Lee Knight, husband

Printed: Kelly F. Knight, wife

Title: owner

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, Kyle Lee Knight and Kelly F. Knight, husband and wife 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 13th DAY OF March, 2025.



[Signature]
Notary Public

Printed: Nancy Hermann

Resident of Marion County

Commission No. NPO 686510

My Commission Expires: August 4, 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

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: Knight, Kyle Lee & Kelly F.
Parcel: 12
Key No: Parcel # 41-08-21-022-001.000-008
Form: Permanent Easement

Sheet 1 of 1

Part of the Southwest Quarter of Section 16 and part of the Northwest Quarter of Section 21, all in Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana, being a part of the tract recorded as Instrument Number 2020-019114 in the Johnson County Recorder's Office, and being 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 205+72.05 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also said station being on the northwestern boundary of S.R. 144; thence North 24 degrees 36 minutes 30 seconds West 15.02 feet along Line "A" to Station 205+87.07 on Line "A"; thence North 0 degrees 17 minutes 29 seconds West 501.46 feet along Line "A" to Station 210+88.53 on Line "A"; thence North 2 degrees 39 minutes 31 seconds East 247.99 feet to Station 213+36.52 on Line "A", also said station being on the north line of grantor's property.

The side lines of said thirty-foot (30) easement to be extended or shortened to meet the boundaries of said Instrument Number 2020-019114.

Containing 0.526 Acres, more or less.

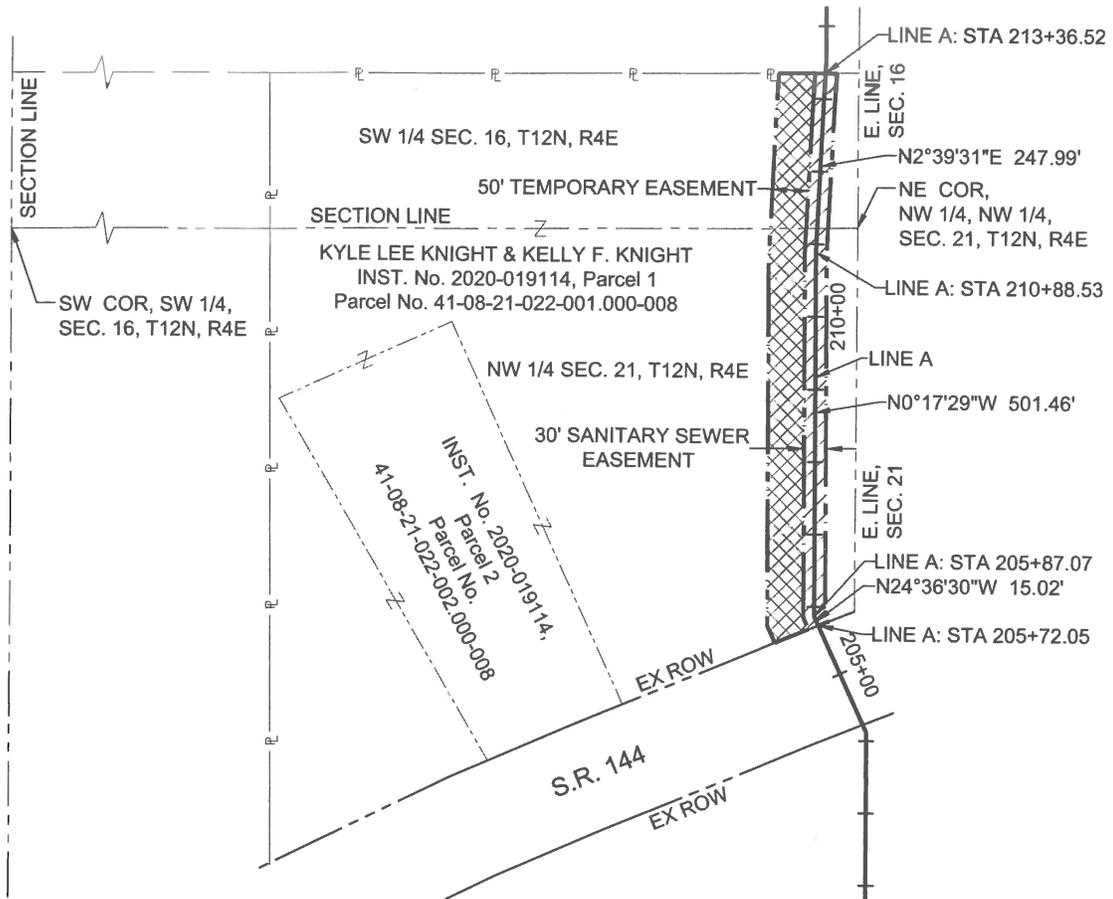
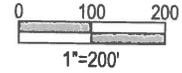
This description was prepared for the City of Franklin, Indiana by David E. Lauer, Indiana Professional Surveyor, License Number LS29800021, on July 18, 2024.





EXHIBIT "B"

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



PERMANENT SANITARY EASEMENT 0.526± ACRES
TEMPORARY EASEMENT 0.892± ACRES

OWNER:
 KYLE LEE KNIGHT AND KELLY F. KNIGHT
 INST. NO. 2020-019114

- = PERMANENT EASEMENT AREA
- = TEMPORARY EASEMENT AREA

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

Drawing: J:\Franklin\Project\231120 Franklin Westside Interceptor\CADD\WG\Easement Exhibit\231120-PARCEL 12-KNIGHT- EXHIBIT B.dwg | Layout: 1 | Plotter: 072624 @ 08:11:17 | User: Jeffrey Bolding

DRAWN BY JAR	CHECKED BY DEL	APPROVED BY DEL	EXHIBIT "B"	CURRENT SHEET NO. 1
DRAWING SCALE 1" = 200'			PREPARED FOR: CITY OF FRANKLIN	TOTAL SHEETS 1
PROJECT NUMBER 231120-48-001			EASEMENT EXHIBIT OWNER: KYLE LEE KNIGHT & KELLY F. KNIGHT PARCEL 12	
 WESSLER ENGINEERING <i>More than a Project™</i>				

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

IN WITNESS WHEREOF, the said GRANTORS have hereunto affixed its name, this 13th day of March 2025.

By: [Signature]

By: [Signature]

Printed: Kyle Lee Knight, husband

Printed: Kelly F. Knight, wife

Title: owner

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, Kyle Lee Knight and Kelly F. Knight, husband and wife 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 13th DAY OF March, 2025.



Nancy Hermann
Notary Public

Printed: Nancy Hermann

Resident of NPO 686510 Marion County

Commission No. August 4, 2032 NPO 686510

My Commission Expires: March August 4, 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

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: Knight, Kyle Lee & Kelly F.
Parcel: 12
Key No: Parcel # 41-08-21-022-001.000-008
Form: Temporary Easement

Sheet 1 of 1

Part of the Southwest Quarter of Section 16 and part of the Northwest Quarter of Section 21, all in Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana, being a part of the tract recorded as Instrument Number 2020-019114 in the Johnson County Recorder's Office, and being depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

A strip of land fifty feet (50') in uniform width, the eastern boundary lying fifteen feet (15') westerly, adjacent and parallel with the following described line.

Beginning at Station 205+72.05 of Line "A" as shown on the route survey recorded as Instrument Number 2022 in said Recorder's Office, also said station being on the northwestern boundary of S.R. 144; thence North 24 degrees 36 minutes 30 seconds West 15.02 feet along Line "A" to Station 205+87.07 on Line "A"; thence North 0 degrees 17 minutes 29 seconds West 501.46 feet along Line "A" to Station 210+88.53 on Line "A"; thence North 2 degrees 39 minutes 31 seconds East 247.99 feet to Station 213+36.52 on Line "A", also said station being on the north line of grantor's property.

The side lines of said fifty-foot (50) easement to be extended or shortened to meet the boundaries of said Instrument Number 2020-019114.

Containing 0.892 Acres, more or less.

This description was prepared for the City of Franklin, Indiana by David E. Lauer, Indiana Professional Surveyor, License Number LS29800021, on July 18, 2024.



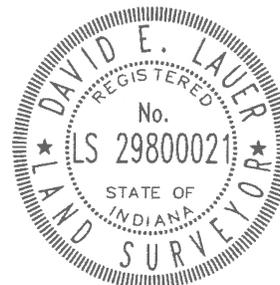
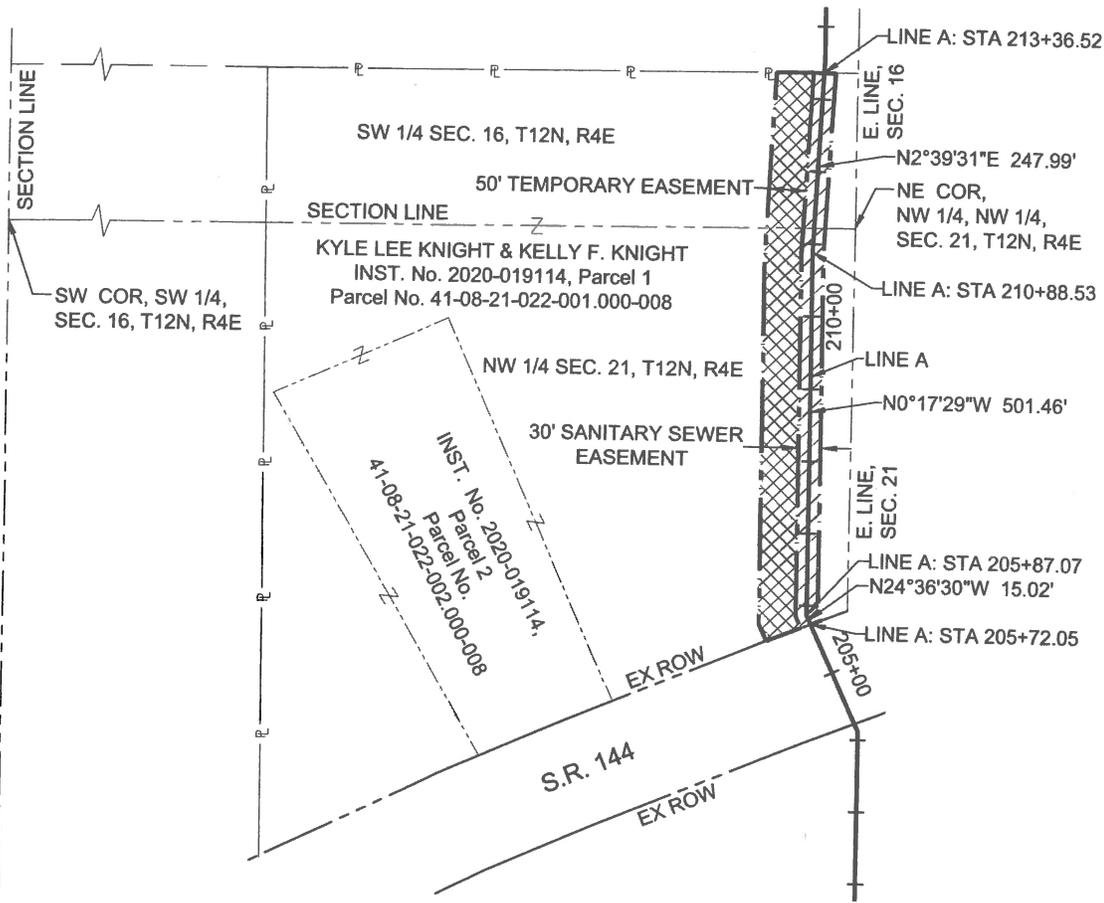
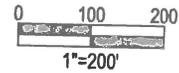


EXHIBIT "B"

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



PERMANENT SANITARY EASEMENT
 0.526± ACRES

TEMPORARY EASEMENT
 0.892± ACRES

OWNER:
 KYLE LEE KNIGHT AND KELLY F. KNIGHT
 INST. NO. 2020-019114

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

- = PERMANENT EASEMENT AREA
- = TEMPORARY EASEMENT AREA

Drawing: J:\Franklin\Projects\231120 Franklin Westside Interceptor\CADD\DWG\Easement\EXHIBITS\231120 - PARCEL 12 - KNIGHT - EXHIBIT B.dwg | Layout: 1 | Pldner: 07/25/24 @ 09:11:17 | User: Jeffrey Ballinger

DRAWN BY	CHECKED BY	APPROVED BY	W WESSLER ENGINEERING <i>More than a Project™</i>	EXHIBIT "B"	CURRENT SHEET NO.
JAR	DEL	DEL		PREPARED FOR: CITY OF FRANKLIN	1
DRAWING SCALE				EASEMENT EXHIBIT	TOTAL SHEETS
1" = 200'				OWNER: KYLE LEE KNIGHT & KELLY F. KNIGHT	1
PROJECT NUMBER				PARCEL 12	
231120-48-001					

Project: Franklin Westside Interceptor
Key No.: 41-08-16-034-005.000-008

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

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, Sherry R. Gilpin aka Sherry Ruth Gilpin (hereinafter referred to as "GRANTOR"), warrants to the City of Franklin, Indiana, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that the GRANTOR has 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. 2020-020800 & 022-008345 and Recorded on 8/6/2020 & 4/14/2022.

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

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

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

3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that 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 Grantors, 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. Grantors warrant 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 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 GRANTORS have hereunto affixed its name, this 28th day of Feb 2024.

By: Sherry R. Gilpin
Printed: Sherry R. Gilpin aka Sherry Ruth Gilpin

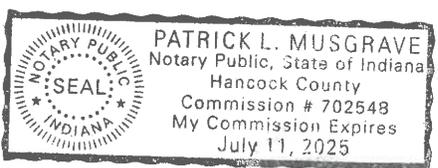
Title: owner

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Sherry R. Gilpin aka Sherry Ruth Gilpin, being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 28 DAY OF February, 2024⁵

Patrick L Musgrave



Notary Public
Printed: Patrick L Musgrave
Resident of Hancock County
Commission No. 70258
My Commission Expires: July 11, 2025

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2025.

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 Sheet 1 of 1
Parcel: 14
Key No: Parcel # 41-08-16-034-005.000-008 & 41-08-16-031-015.000-008
Form: Permanent Sanitary Easement

Part of the Southwest Quarter 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 2020-020800 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 220+70.87 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office and also the west line of said tract; thence North 29 degrees 12 minutes 35 seconds East 339.22 feet to Station 224+10.09 of Line 'A'; thence North 43 degrees 30 minutes 03 seconds East 193.60 feet to the north line of said tract and the terminus of this centerline being Station 226+03.69 of Line "A". Containing in all 0.370 Acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Instrument No. 2020-020800.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on January 26, 2023.





EXHIBIT B

PARCEL 14

OWNER: Sherry Gilpin and Curtis Bradley Marsh	CODE: NA
PROJECT: West Side Interceptor	DES. NO.: NA
COUNTY: Johnson	CHECKED BY: DJS
S/T/R SEC. 16-T12N-R4E	DRAWN BY: JAC
ROAD: NA	

Inst. No. 2020-020800

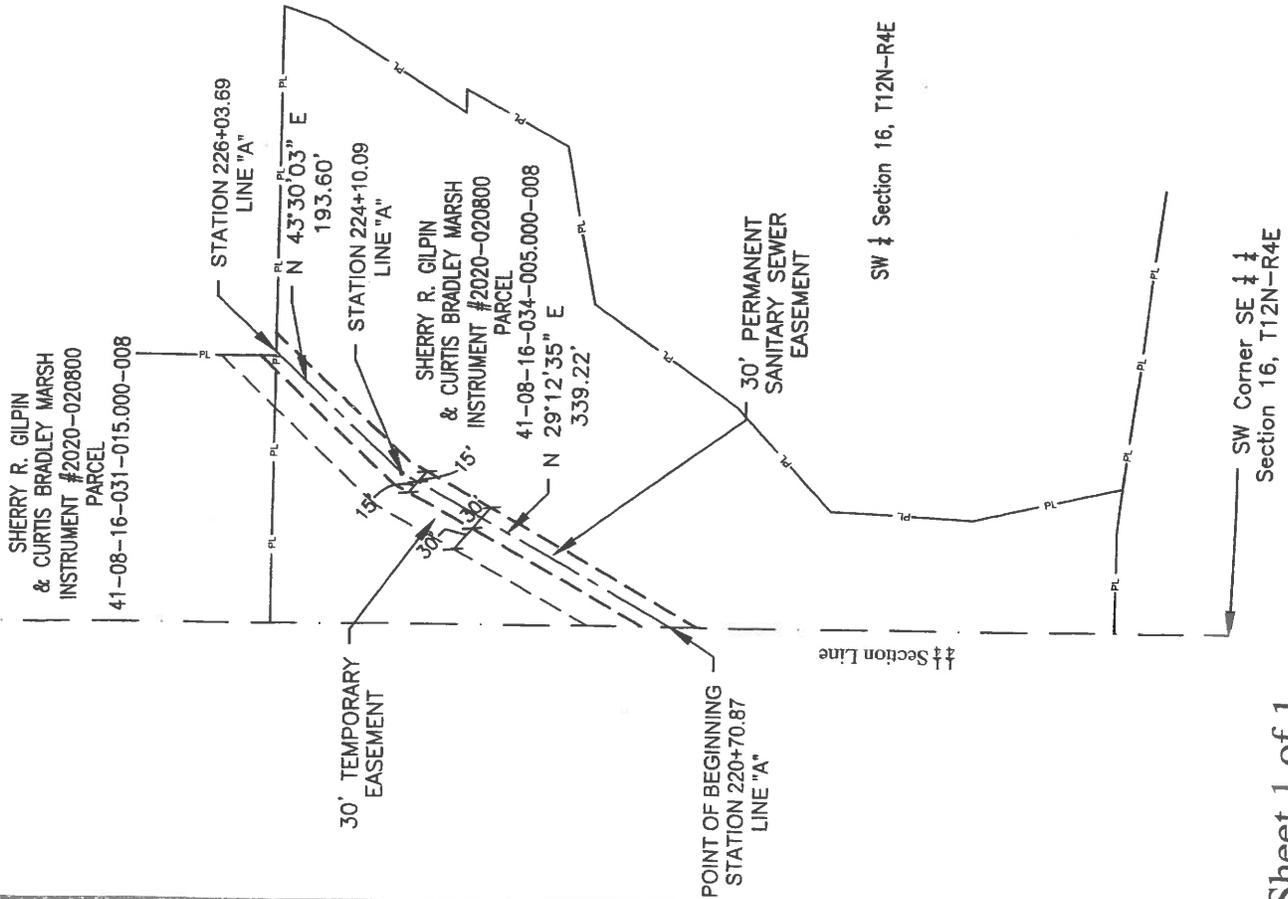
EASEMENT ACQUISITION ON PARCEL FROM INSTRUMENT NUMBER LISTED ABOVE

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #2022-021326

PERMANENT SANITARY EASEMENT
0.370± ACRES

TEMPORARY EASEMENT
0.353± ACRES



PREPARED FOR CITY OF FRANKLIN
BY:



SURVEYING, Inc.

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

SCALE: 1"=200'



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

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this 28th day of February, 2024.

By: Sherry R Gilpin

Printed: Sherry R. Gilpin aka Sherry Ruth Gilpin

Title: owner

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Sherry R. Gilpin aka Sherry Ruth Gilpin, being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 28 DAY OF February, 2024⁵

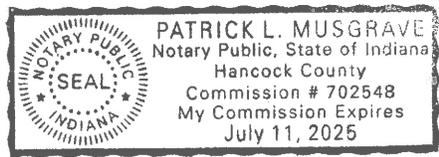
Patrick L Musgrave
Notary Public

Printed: Patrick L Musgrave

Resident of Hancock County

Commission No. 702548

My Commission Expires: July 11, 2025



INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2025.

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 Sheet 1 of 1
Parcel: 14
Key No: Parcel # 41-08-16-034-005.000-008 & & 41-08-16-031-015.000-008
Form: Temporary Easement

Part of the Southwest Quarter 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 2020-020800 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 easterly line lying fifteen feet (15') west, adjacent and parallel with the following described line.

Beginning at Station 220+70.87 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office and also the west line of said tract; thence North 29 degrees 12 minutes 35 seconds East 339.22 feet to Station 224+10.09 of Line 'A'; thence North 43 degrees 30 minutes 03 seconds East 193.60 feet to the north line of said tract and the terminus of this centerline being Station 226+03.69 of Line "A". Containing in all 0.353 Acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said Instrument No. 2020-020800.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on January 26, 2023.





EXHIBIT B

PARCEL 14

OWNER: Sherry Gilpin and Curtis Bradley Marsh	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. 2020-020800
 EASEMENT ACQUISITION ON PARCEL FROM
 INSTRUMENT NUMBER LISTED ABOVE
 NPES PROJ. #21-0115
 LINE A SHOWN ROUTE SURVEY INST. #2022-021326
 PERMANENT SANITARY EASEMENT
 0.370± ACRES
 TEMPORARY EASEMENT
 0.353± ACRES



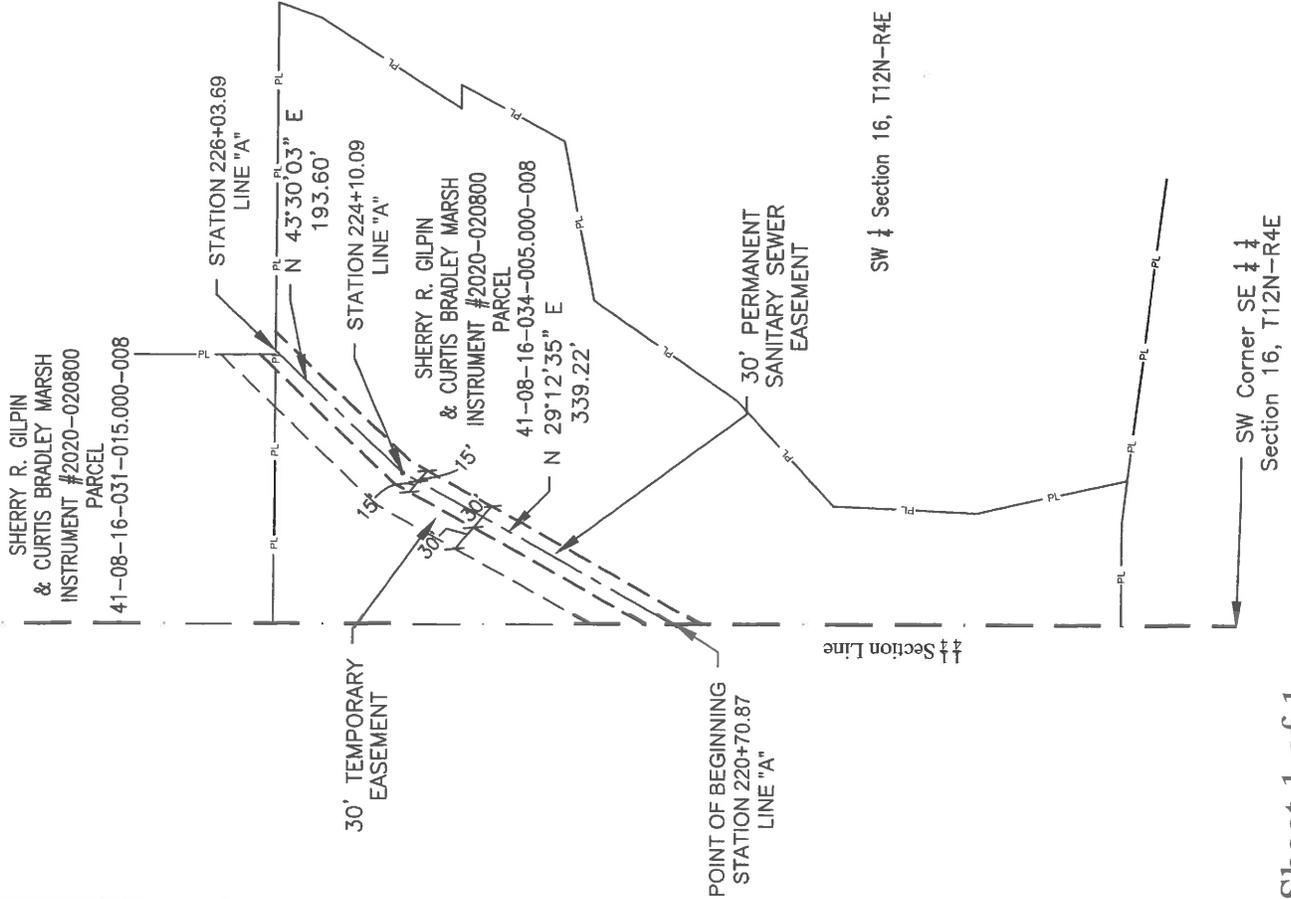
PREPARED FOR CITY OF FRANKLIN
 BY:



SCALE: 1"=200'



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



Project: Franklin Westside Interceptor
Key No.: 41-08-09-033-005.000-008

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

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, John B. Ditmars and Sandra K. Ditmars, husband and wife (hereinafter referred to as "GRANTORS"), warrant to the City of Franklin, Indiana, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that GRANTORS 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 GRANTORS 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. 2017-029578 and Recorded on 12/21/2017

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 GRANTORS, his trustees, successors and assigns.

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

1. Grantee shall have the right of ingress and egress over the Easement Area.
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 Grantors' request, if any such claim arises out of any third party's facility location.
4. To the best of Grantors' knowledge, the Easement Area and the adjoining land of Grantors' Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.
5. Grantors 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 adjoining land is limited to the Temporary Sanitary Sewer Easement. After expiration of the Temporary Sanitary Sewer Easement, Grantee shall limit constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities to occur within the limits of the Permanent Sanitary Sewer Easement.
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 Grantors, satisfactorily repair any damage, Grantors 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. Grantee will compensate Grantors for crop damage or lost production due to construction within the Permanent and Temporary Sanitary Sewer Easement Areas upon Grantors submitting a claim documenting the type of grain produced, bushels per acre yield, and the price per bushel paid by the grain elevator to Grantors. This documentation must be for the year the claim is made and must be on letterhead of the grain purchaser or a receipt showing the name of the grain purchaser.
9. Grantors 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, Grantors shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

11. Sanitary manholes located in farmed areas shall be buried a minimum of three (3) feet as measured from finished grade to the top of casting.
12. Grantors warrant that it has the necessary authority and title to Grantors' Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantors does not have such authority or title.
13. The respective rights and duties herein of Grantors 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, Grantors and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of 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 GRANTORS represent and certify that they have been authorized to execute and deliver this easement.

IN WITNESS WHEREOF, the said GRANTORS have hereunto affixed its name, this 10th day of March, 2025.

By: [Signature]

By: Sandra K. Ditmars

Printed: John B. Ditmars, husband

Printed: Sandra K. Ditmars, wife

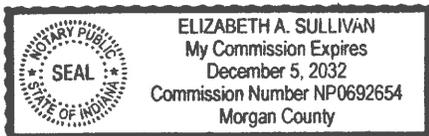
Title: owner

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, John B. Ditmars and Sandra K. Ditmars, husband and wife, 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 10th DAY OF March, 2025.



[Signature]
 Notary Public

Printed: Elizabeth A. Sullivan

Resident of Morgan County

Commission No. NP0692654

My Commission Expires: December 5, 2032

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2025.

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

Voting Affirmative:

Mayor Steve Barnett

Ken Austin

Tina Gross

Voting Opposed:

Mayor Steve Barnett

Ken Austin

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: Ditmars, John B. & Sandra K.
Parcel: 18
Key Nos: Parcel # 41-08-09-033-005.000-008
Form: Permanent Easement

Sheet 1 of 1

Part of the South Half of the Southwest Quarter of Section 9, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana, being a part of the tract recorded as Instrument Number 2017-029578 in the Johnson County Recorder's Office, being depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

A strip of land of variable width, lying fifteen feet (15') wide on the west side and all that portion of land in the south half of said southwest quarter lying to the east side of the following described line:

Beginning at Station 276+34.43 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also said station being on the south line of said southwest quarter; thence North 18 degrees 29 minutes 47 seconds West 45.45 feet along Line "A" to Station 276+79.88 on Line "A"; thence North 0 degrees 20 minutes 21 seconds West 449.55 feet; thence North 0 degrees 20 minutes 23 seconds West 338.87 feet to Station 285+60.60 on Line "A"; thence North 0 degrees 20 minutes 17 seconds West 535.00 feet along Line "A" to Station 290+95.60, also said station being on the north line of the south half of said southwest quarter.

The side lines of said easement to be extended or shortened to meet at the boundaries of said Instrument Number 2017-029578.

Containing 1.405 Acres, more or less.

This description was prepared for the City of Franklin, Indiana by David E. Lauer, Indiana Professional Surveyor, License Number LS29800021, on July 10, 2024.

David E. Lauer

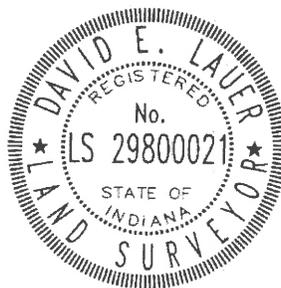
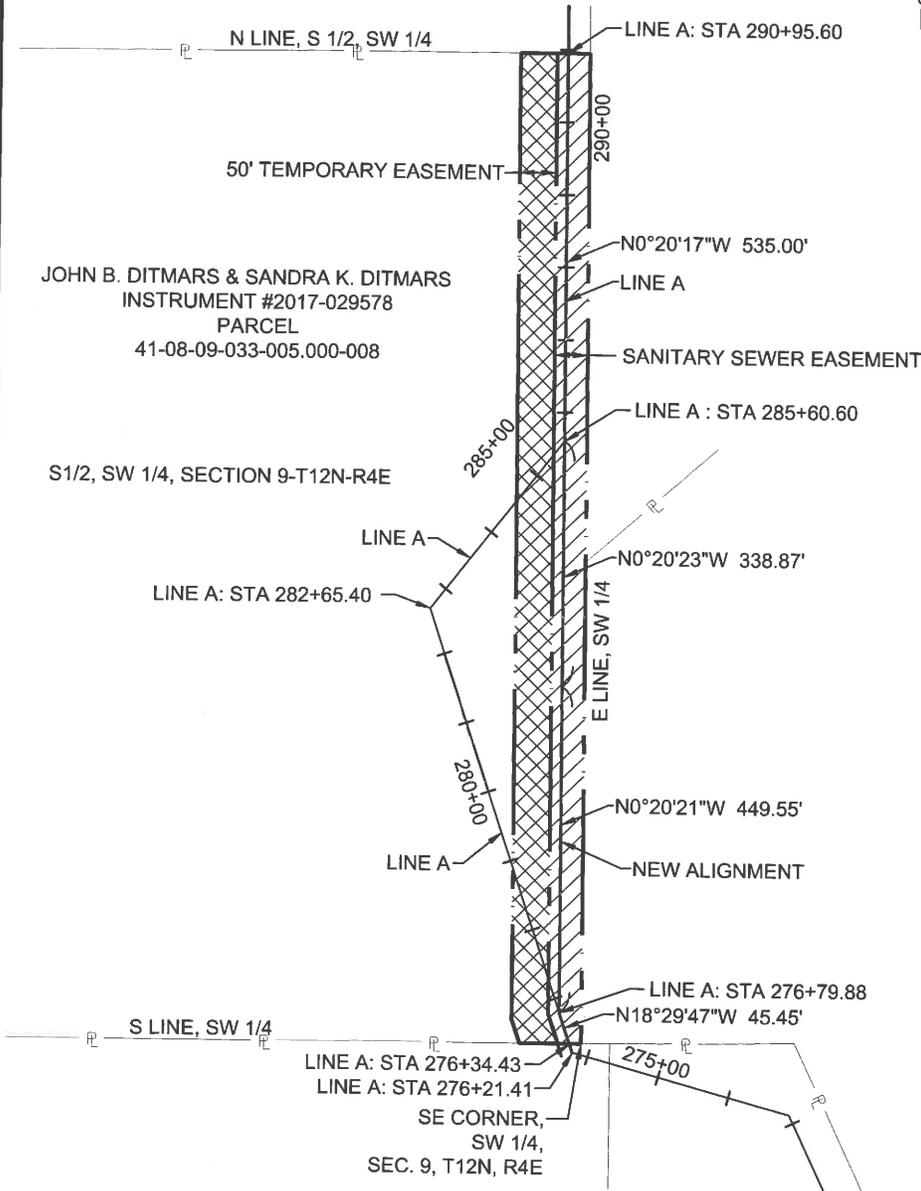
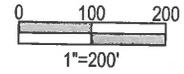


EXHIBIT "B"

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



JOHN B. DITMARS & SANDRA K. DITMARS
 INSTRUMENT #2017-029578
 PARCEL
 41-08-09-033-005.000-008

S1/2, SW 1/4, SECTION 9-T12N-R4E

PERMANENT SANITARY EASEMENT
 1.405± ACRES

TEMPORARY EASEMENT
 1.571± ACRES

- = PERMANENT EASEMENT AREA
- = TEMPORARY EASEMENT AREA

OWNER:
 JOHN B. DITMARS & SANDRA K. DITMARS
 INST. NO. 2017-029578

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

Drawing: J:\Franklin\Projects\231120 Franklin Westside Interceptor\CADD\DWG\EXHIBIT\EASEMENT EXHIBITS\231120 - PARCEL 18 - DITMARS - EXHIBIT B.dwg | Layout: 1 | Plotter: 07/26/24 @ 09:38:15 | User: Jeffrey Rollings

DRAWN BY	CHECKED BY	APPROVED BY
JAR	DEL	DEL
DRAWING SCALE		
1" = 200'		
PROJECT NUMBER		
231120-48-001		



EXHIBIT "B"
PREPARED FOR: CITY OF FRANKLIN
EASEMENT EXHIBIT
OWNER: JOHN B. DITMARS & SANDRA K. DITMARS
PARCEL 18

CURRENT SHEET NO.
1
TOTAL SHEETS
1

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

IN WITNESS WHEREOF, the said GRANTORS have hereunto affixed its name, this 10th day of March, 2025,

By: [Signature]

By: Sandra K. Ditmars

Printed: John B. Ditmars, husband

Printed: Sandra K. Ditmars, wife

Title: owner

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, John B. Ditmars and Sandra K. Ditmars, husband and wife, 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 10th DAY OF March, 2025.

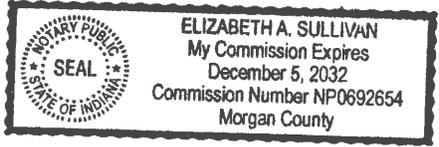
Elizabeth A. Sullivan
Notary Public

Printed: Elizabeth A. Sullivan

Resident of Morgan County

Commission No. NP0692654

My Commission Expires: December 5, 2032



INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2025.

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

Voting Affirmative:

Mayor Steve Barnett

Ken Austin

Tina Gross

Voting Opposed:

Mayor Steve Barnett

Ken Austin

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: Ditmars, John B. & Sandra K.
Parcel: 18
Key Nos: Parcel # 41-08-09-033-005.000-008
Form: Temporary Easement

Sheet 1 of 1

Part of the South Half of the Southwest Quarter of Section 9, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana, being a part of the tract recorded as Instrument Number 2017-029578 in the Johnson County Recorder's Office, being depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

A strip of land fifty feet (50') in uniform width, the eastern boundary lying fifteen feet (15') westerly, adjacent and parallel with the following described line.

Beginning at Station 276+34.43 of Line "A" as shown on the route survey recorded as Instrument Number 2022-021326 in said Recorder's Office, also said station being on the south line of said southwest quarter; thence North 18 degrees 29 minutes 47 seconds West 45.45 feet along Line "A" to Station 276+79.88 on Line "A"; thence North 0 degrees 20 minutes 21 seconds West 449.55 feet; thence North 0 degrees 20 minutes 23 seconds West 338.87 feet to Station 285+60.60 on Line "A"; thence North 0 degrees 20 minutes 17 seconds West 535.00 feet along Line "A" to Station 290+95.60, also said station being on the north line of the south half of said southwest quarter.

The side lines of said easement to be extended or shortened to meet at the boundaries of said Instrument Number 2017-029578.

Containing 1.571 Acres, more or less.

This description was prepared for the City of Franklin, Indiana by David E. Lauer, Indiana Professional Surveyor, License Number LS29800021, on July 10, 2024.



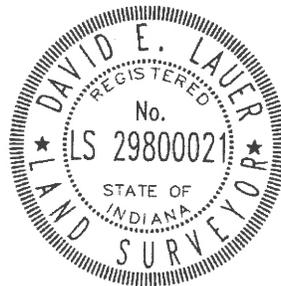
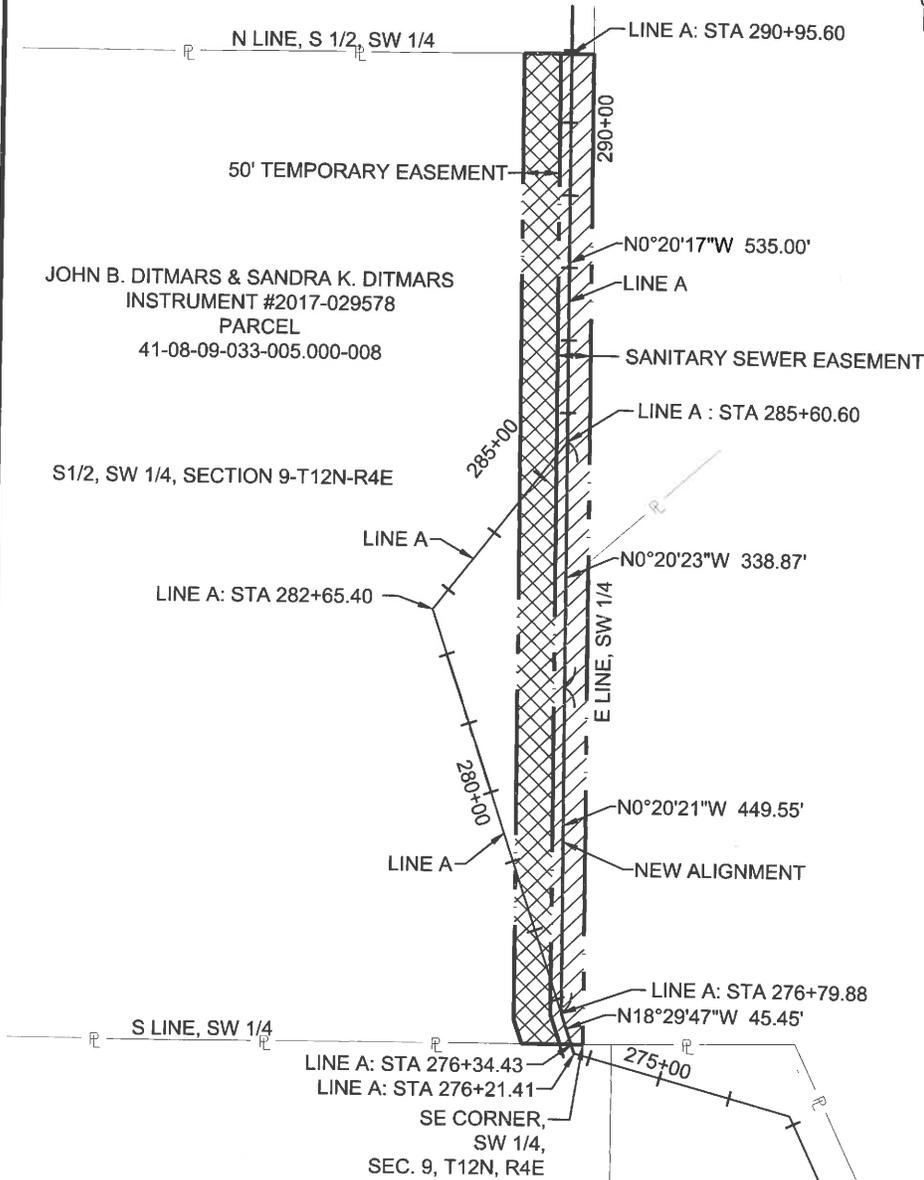
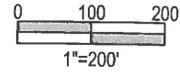


EXHIBIT "B"

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



JOHN B. DITMARS & SANDRA K. DITMARS
INSTRUMENT #2017-029578
PARCEL
41-08-09-033-005.000-008

S1/2, SW 1/4, SECTION 9-T12N-R4E

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1.405± ACRES

TEMPORARY EASEMENT
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- = PERMANENT EASEMENT AREA
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OWNER:
JOHN B. DITMARS & SANDRA K. DITMARS
INST. NO. 2017-029578

LINE A SHOWN ON ROUTE SURVEY BY
NORTHPOINTE ENGINEERING &
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DRAWN BY	CHECKED BY	APPROVED BY
JAR	DEL	DEL
DRAWING SCALE		
1" = 200'		
PROJECT NUMBER		
231120-48-001		



EXHIBIT "B"
PREPARED FOR: CITY OF FRANKLIN
EASEMENT EXHIBIT
OWNER: JOHN B. DITMARS & SANDRA K. DITMARS
PARCEL 18

CURRENT SHEET NO.
1
TOTAL SHEETS
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