

AGENDA RESERVATION REQUEST

CITY OF FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY

Please type or print

Date Submitted:	April 30, 2012	Meeting Date:	May 7, 2012
Contact Information:			
Requested by:	Joanna Myers, Senior Planner		
On Behalf of Organization or Individual: City of Franklin			
Telephone:	317-736-3631		
Email address:	jmyers@franklin.in.gov		
Mailing Address:	70 E. Monroe Street		
Describe Request:			
Recommendation to City Council for vacating an east-west alley south of 425 Center Street and north of 427 Center Street.			
List Supporting Documentation Provided:			
1. Petition for Vacation of Public Way w/ exhibits			
Who will present the request?			
Name:	Joanna Myers	Telephone:	317-736-3631

The Franklin Board of Works meets on the 1st and 3rd Monday of each month at 5:15 p.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday prior to the Board of Works meeting.

**BOARD OF PUBLIC WORKS & SAFETY
CITY OF FRANKLIN, INDIANA**

PETITION FOR RECOMMENDATION OF PUBLIC WAY VACATION

Comes now City of Franklin in person, with a mailing address of 70 E. Monroe Street, Franklin, IN 46131, to petition the Board of Public Works & Safety of the City of Franklin, Indiana to forward a recommendation of the vacation of a public way adjacent to their property to the City Council and in support thereof would show the Board as follows:

1. That City of Franklin owns certain property commonly known as 425 & 427 Center Street, and is more particularly described on the document which is attached hereto, made apart hereof, and marked Exhibit "A" (attach copy of the property legal description).
2. That the petitioner seeks to vacate a public way running East and West along the south line of 425 Center Street & north line of 427 Center Street which is shown on the document attached hereto, made apart hereof, and marked Exhibit "B" (attach copy of plat and/or exhibit).
3. Said public way should serve no governmental purpose and is not essential for the use of the City of Franklin for any of the municipal purposes of the City since there are streets in the area for the purposes of servicing the property involved and conveying area traffic.

THEREFORE, the petitioner asks that the Board forward a recommendation to the City Council on the proposed vacation of the public way.

The above information and attached exhibits, to my knowledge and beliefs, are true and correct.

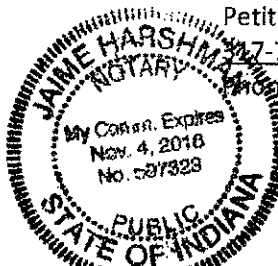
[Signature]
Petitioner – City of Franklin

736-736-3631
Phone number

State of Indiana)

SS

County of Johnson)



Subscribed and sworn to me this 26 day of April, 2012.

My Commission expires: 11/4/16

Jaime Harshman
Notary Public



Doc ID: 00474244004 Type: DEE
Recorded: 10/08/2010 at 01:59:24 PM
Fee Amt: \$23.00 Page 1 of 4
Workflow# 0000021751-0002
Johnson County-Recorded as Presented
Sue Anne Mleiniec Recorder
File# 2010-020310

Recorded To Follow Public Auction

WARRANTY DEED

Doc ID: 004728730004 Type: DEE
Recorded: 09/17/2010 at 01:57:29 PM
Fee Amt: \$23.00 Page 1 of 4
Workflow# 0000020821-0010
Johnson County-Recorded as Presented
Sue Anne Mleiniec Recorder
File# 2010-018952

THIS INDENTURE WITNESSETH, That Daniel V. Green and Annette M. Green, husband and wife (Grantor) of Johnson County, in the State of Indiana, CONVEY(S) AND WARRANT(S) to City of Franklin (Grantee) of Johnson County, in the State of Indiana, for the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Johnson County, State of Indiana:

See Attached Exhibit "A"

Parcel #: 41-08-23-012-041.000-009

Property Address: 425 Center Street, Franklin, IN 46131

Grantees Mailing Address: 70 E. Monroe Street, Franklin, IN 46131

Send tax notices to Grantee at above address unless otherwise indicated below:

See Attached Deed Restrictions

Subject to any and all easements, agreements and restrictions of record.

IN WITNESS WHEREOF, Grantor has executed this deed this 14 day of September, 2010.

Grantor: Signature: Daniel V. Green & Annette M. Green

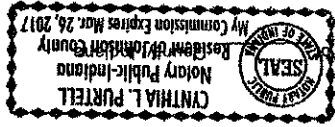
Signature: Annette M. Green

STATE OF INDIANA)
SS:)
COUNTY OF JOHNSON

Before me, a Notary Public in and for said County and State, personally appeared Daniel V. Green and Annette M. Green, husband and wife, who acknowledge the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 14 day of September, 2010.

My Commission expires: Signature: Cynthia L. Purcell



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. Roy L. Dickinson, Atty.

This instrument prepared by Roy L. Dickinson, Attorney at Law.

Return deed to: 40 East Jefferson Street, Franklin, IN 46131

Sales Disclosure NOT Required
Johnson County Assessor

Sales Disclosure Approved
Johnson County Assessor

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

SEP 16 2010

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER
OCT - 6 2010
AUDITOR, JOHNSON COUNTY

Exhibit "A"

Lot Number twenty-seven (27) in John Traub's Addition to the City of Franklin, said County and State, except fifty (50) feet by parallel off the entire East end thereof.

ALSO:

Part of lot numbered twenty-seven (27) in John Traub's Addition to the City of Franklin, Johnson County, Indiana, as shown by Plat Record No. 2, page 47 of the Plat records of the Recorder's Office of said County described as follow, to-wit:

Beginning at a point on the South line of said lot, thirty-two (32) feet and six (6) inches West of the Southeast corner thereof; thence West and said South line, seventeen (17) feet and six (6) inches; thence North, twenty-five (25) feet and ten (10) inches; thence East, seventeen (17) feet and six (6) inches; thence South, twenty-five (25) and ten (10) inches to the Place of Beginning.

ALSO:

Lot numbered twenty-eight (28) in John Traub's Addition to the City of Franklin, Johnson County, Indiana, as shown by Plat Record No. 2, page 47, of the Plat Records of the Recorder's Office of said County, except 50 feet by parallel lines off the entire East end of said lot.

Deed Restrictions

In reference to the property or properties ("Property") conveyed by the Deed between

Daniel V. Green and Annette M. Green, husband and wife

_____, herein after referred to as the Grantor, participating in the federally-assisted acquisition project and the City of Franklin Indiana, its successors and assigns, herein after referred to as the Grantee;

WHEREAS, the Flood Mitigation Assistance program ("FMA"), as authorized by Section 1323 of the National Flood Insurance Act of 1968 (42 USC §§ 4030), as amended by the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of FMA funds for reducing flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in the greatest savings to the National Flood Insurance Fund in the shortest period of time;

WHEREAS, the FMA provides a process for a local government, through the State, to apply for federal funds for flood mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the State of Indiana, Department of Homeland Security has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), and has entered into an FMA Project Grant Agreement dated June 10, 2008 with FEMA and herein incorporated by reference;

WHEREAS, the Property is located in City of Franklin, Indiana, and City of Franklin, Indiana participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the City of Franklin, Indiana, acting by and through the City of Franklin Common Council, has applied for and been awarded federal funds pursuant to an agreement with the State of Indiana, Department of Homeland Security dated November 5, 2009 ("State-Local Agreement"), and herein incorporated by reference;

WHEREAS, the terms of the FY 2007 FMA Program Guidance, consistent with FEMA Hazard Mitigation Grant Program guidance involving acquisition for open space, the FEMA-State Grant Agreement and the State-Local Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to Paragraph 1, the terms of the FMA Guidance, and any applicable FEMA-State Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FMA Guidance providing for acquisition:
 - a. Compatible uses. The Property shall be used only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved permeable parking lots and other uses consistent with FEMA FMA Guidance for open space acquisition.
 - b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to the open space use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with the uses described in Paragraph 1(a), above, and approved by the Director in writing prior to the commencement of the construction of the structure. Any structures built on the Property according to this paragraph shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.
 - c. Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the Property may be sought, nor will such assistance be provided;
 - d. Transfer. The Grantee shall convey any interest in the Property only if the Regional Director of FEMA gives prior approval of the transferee in accordance with this paragraph. The Grantee may only convey an interest in the Property to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease or an easement to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a), above, with the prior approval of the Regional Director, and so long as the conveyance does not include authority to control and enforce these terms and conditions. If title to the Property is transferred to a public entity that is not a qualified

state or federal agency with a conservation mission, it must be conveyed subject to a Conservation Easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth herein, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

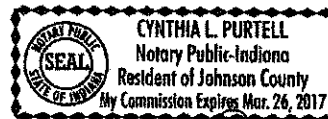
- i. The Grantee shall convey, in accordance with section (d), above, a conservation easement to an entity other than the title holder, or
 - ii. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
2. Inspection. FEMA, its representatives, and assigns, including the State of Indiana, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of the grant.
 3. Monitoring and Reporting. Every three years from November 5, 2009, the Grantee, through the State of Indiana, shall submit to the FEMA Regional Director a report certifying that the Grantee has inspected the subject Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of the grant.
 4. Enforcement. If the subject Property is not maintained according to the terms of the grant, the Grantee, the State of Indiana, and FEMA, its representatives, and assigns are responsible for taking measures to bring the Property back into compliance.
 - a. The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation.
 - b. If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - c. FEMA, its representatives and assigns may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
 - i. Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
 - ii. Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.
 5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Daniel V. Green by Annette M. Green Power of Attorney
Grantor's Signature Date 9/14/10

Daniel V. Green
Grantor Name (Type Name and Title)

Annette M. Green 9/14/10
Grantor's Signature Date

Annette M. Green
Grantor's Name (Type Name and Title)



Notary Cynthia L. Purcell

Printed _____

Daryl K. Cochran 9-14-2010
Grantee's Signature Date

Daryl K. Cochran
Grantee's Name (Type Name and Title)

Flood Recovery & Grant Recovery

County of Residence _____

My Commission expires _____

3
Doc ID: 004734960003 Type: DEE
Kind: WARRANTY
Recorded: 09/27/2010 at 03:23:01 PM
Fee Amt: \$20.00 Page 1 of 3
Workflow# 0000021284-0013
Johnson County-Recorded as Presented
Sue Anne Misliniec Recorder
File 2010-019567

WARRANTY DEED

57341
THIS INDENTURE WITNESSETH, That Stewart A. Smurthwaite and Marcia C. Smurthwaite, husband and wife (Grantor) of Johnson County, in the State of Indiana, CONVEY(S) AND WARRANT(S) to City of Franklin (Grantee) of Johnson County, in the State of Indiana, for the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Johnson County, State of Indiana:

Lot Numbered 26 in John Traub's addition to the City of Franklin as recorded in Plat Book 2, page 47, in the Office of the Recorder of Johnson County, Indiana.

See attached for Deed restrictions.

Parcel #: 41-08-23-012-042.000-009

Property Address: 427 Center Street, Franklin, IN 46131

Grantees Mailing Address: 70 E. Monroe Street Franklin IN 46131

Send tax notices to Grantee at above address unless otherwise indicated below.

Subject to any and all easements, agreements and restrictions of record.

IN WITNESS WHEREOF, Grantor has executed this deed this 22 day of September, 2010.

Grantor:

Grantor:

Signature: Stewart A. Smurthwaite
Stewart A. Smurthwaite

Signature: Marcia C. Smurthwaite
Marcia C. Smurthwaite

STATE OF INDIANA

} SS:

ACKNOWLEDGMENT

COUNTY OF JOHNSON

Before me, a Notary Public in and for said County and State, personally appeared Stewart A. Smurthwaite and Marcia C. Smurthwaite, husband and wife, who acknowledge the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

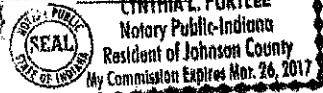
Witness my hand and Notarial Seal this 22 day of September, 2010.

My Commission expires:

Signature: Cynthia L. Portell

Resident of CYNTHIA L. PORTELL Indiana

Printed: _____



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. Roy L. Dickinson, Atty.

This instrument prepared by Roy L. Dickinson, Attorney at Law.

Return deed to: 40 East Jefferson Street, Franklin, IN 46131

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

SEP 27 2010

Sales Disclosure Approved
Johnson County Assessor

James D. Richardson
AUDITOR, JOHNSON COUNTY

Deed Restrictions

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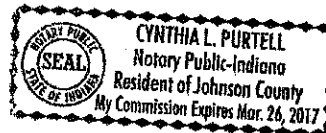
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 - iii. A structure that is compatible with the uses described in Paragraph 1(a), above, and approved by the Director in writing prior to the commencement of the construction of the structure. Any structures built on the Property according to this paragraph shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.
 - c. Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the Property may be sought, nor will such assistance be provided;
 - d. Transfer. The Grantee shall convey any interest in the Property only if the Regional Director of FEMA gives prior approval of the transferee in accordance with this paragraph. The Grantee may only convey an interest in the Property to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease or an easement to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a), above, with the prior approval of the Regional Director, and so long as the conveyance does not include authority to control and enforce these terms and conditions. If title to the Property is transferred to a public entity that is not a qualified

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 5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Stewart A Smurthwaite 9/22/10
Grantor's Signature Date

Stewart A Smurthwaite
Grantor Name (Type Name and Title)



Marcia C Smurthwaite 9/22/10
Grantor's Signature Date

Marcia C Smurthwaite
Grantor's Name (Type Name and Title)

Notary Cynthia L Purcell

Printed _____

Daryl K Cochran 9-23-10
Grantee's Signature Date

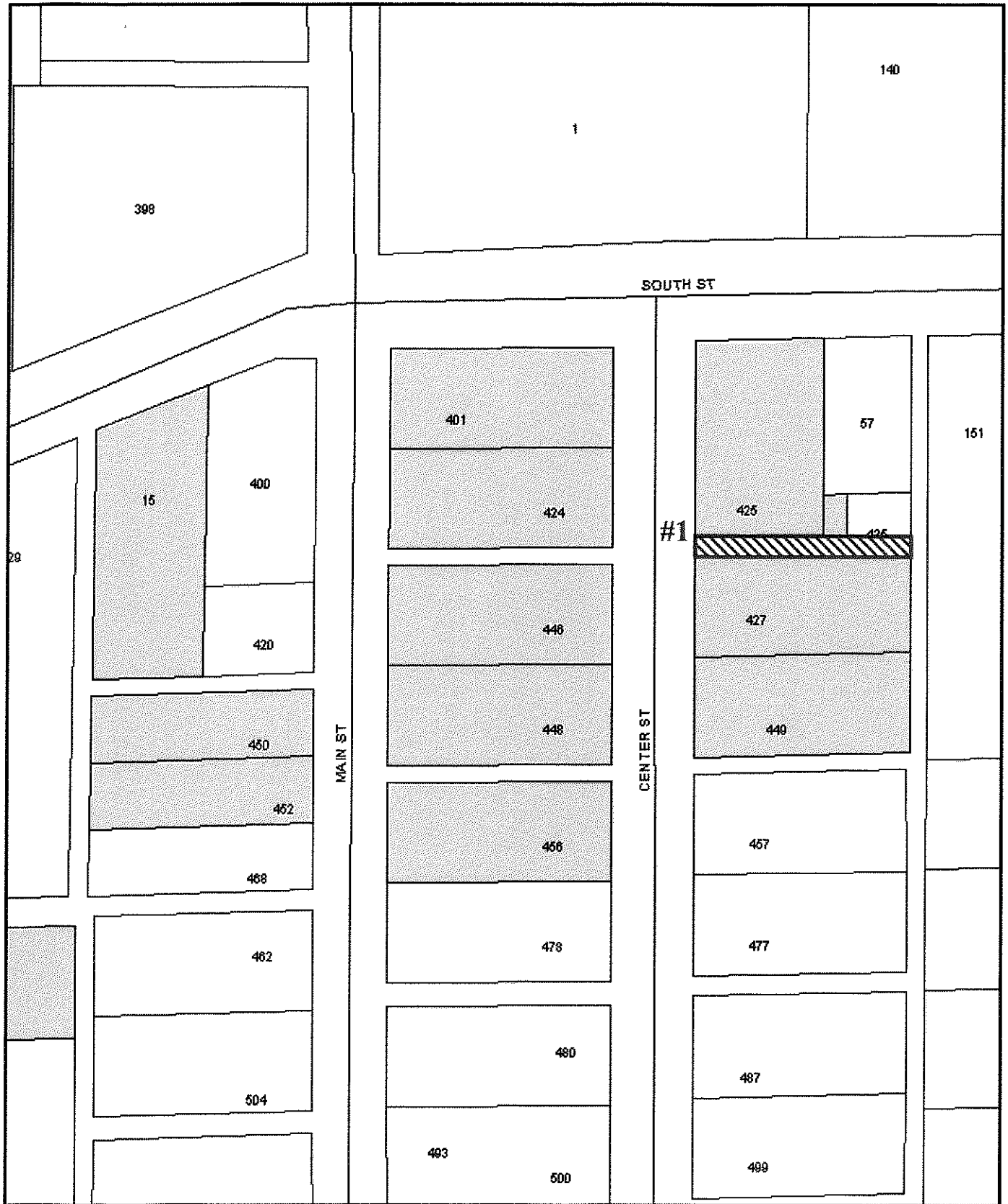
Daryl K Cochran
Grantee's Name (Type Name and Title)

County of Residence _____

My Commission expires _____

Flood Recovery + Grant Coordinator

EXHIBIT "B"



City of Franklin - Buyout Project
South Street Area



LEGEND

Potential Vacated Right-of-Way

