

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	Sept. 10, 2012	Requested Meeting Date:	Sept. 17, 2012
Confirmed Meeting Date:			
Received by:			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:			
Name:	Joanna Myers	Telephone:	317-736-3631
Title or Position:	Senior Planner		
E-Mail:	jmyers@franklin.in.gov		
Address:	70 E. Monroe Street		
City:	Franklin	State:	IN
ZIP:	46131		
Who will attend the meeting and present the request?			
Name:	Joanna Myers	Telephone:	317-736-3631
Title or Position:	Senior Planner		
E-Mail:	jmyers@franklin.in.gov		
Please describe the purpose or title of your presentation.			
Execute the Grant of Easement to Duke Energy for powerline between 424 & 446 Center Street.			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Grant of Easement w/ Exhibit A			
2.			
3.			
4.			

GRANT OF EASEMENT

Pt. Parcel #41-08-23-012-045.000-009
41-08-23-012-046.000-009

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **CITY OF FRANKLIN**, Johnson County, Indiana (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY INDIANA, INC.**, an Indiana corporation, with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures (such as poles), underground ducts, conduits, wires, cables, manholes, pullboxes, guy wires with anchors, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), for the transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), both overhead and underground, in, upon, over, along, under, through and across the following described real estate:

Situate in Section 23, Township 12 North, Range 4 East, Franklin Township, Johnson County, State of Indiana; being a part of Lots 2 and 3, and part of the vacated alley in John Traub's Addition to the City of Franklin as recorded in **Plat Book 2, Page 47**, alley now being vacated by Ordinance Number **2012-011978**, dated June 4, 2012, recorded June 6, 2012 and lots as set out in Warranty Deeds as **Instrument Numbers 2010-027189 and 2010-027344** in the Office of the Recorder of Johnson County, Indiana (hereinafter referred to as "Grantor's Property"), and being more particularly described as follows:

Said easement being that area indicated, relative to landmarks and property lines, shown on a drawing marked Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as "the Easement Area").

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

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

For Grantee's Internal Use:

Line Name/No: Flood Buyout Project

Tract No : 1

Job Control# 700666

LU#1180800

Prep/Chk: KRK/GBE/CJM Exec./Rec.: _____

Dwg/Fac. Ref.: Exhibit "A"

Prepared Date: 07/18/2012

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 (a) to attach equipment to Grantee's Facilities and (b), to trench with Grantee's Facilities, and with either (a) or (b), any such equipment shall include, but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's attachment.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does 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 of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page(s) follow.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the ____ day of _____, 2012.

CITY OF FRANKLIN,
Johnson County, Indiana
Grantor

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Printed Title: _____ Printed Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Personally appeared before me this day _____, _____, (a) duly authorized representative(s) of Grantor and acknowledged the signing of this Grant of Easement by _____ to be a voluntary act and deed for and on behalf of Grantor, and having been duly sworn/affirmed, state(s) that any representations contained therein are true to the best of _____ personal knowledge.

WITNESS my hand and notarial seal, this ____ day of _____, 2012.

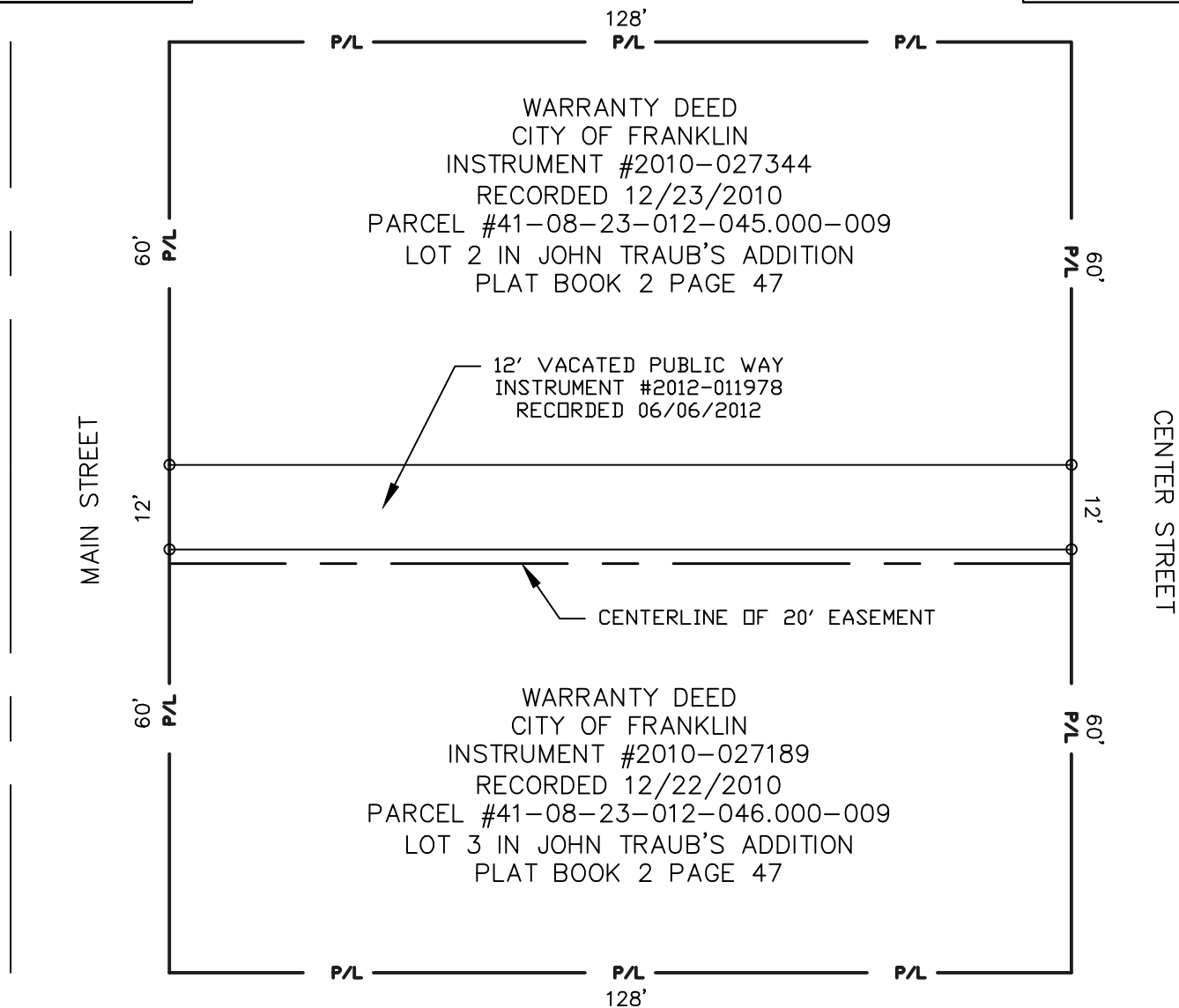
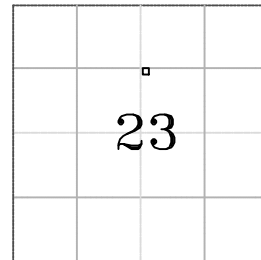
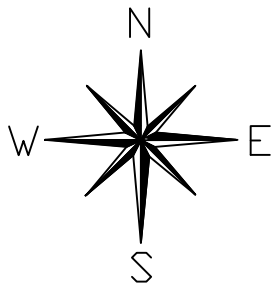
My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

This Instrument Prepared by John B. Scheidler, Attorney-at-Law, 1000 E. Main St., Plainfield, IN 46168.

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. KeTina R. Kennedy

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



JOHNSON COUNTY, INDIANA

FRANKLIN TOWNSHIP, SECTION 23, T12N, R4E



DR. RAR	INDEX EASEMENT		
CK. GBE	DETAIL CITY OF FRANKLIN		
APP.	LOCATION 424 + 446 CENTER STREET FRANKLIN, IN		
	DATE 08/17/2012	SCALE N/A	REV. EXHIBIT 'A'