

**Board of Public Works and Safety Meeting**  
**AGENDA**  
**Wednesday, October 5, 2016 – 10:00 a.m.**  
**Council Chambers City Hall One Civic Square**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the September 21, 2016, Regular Meeting**

**2. BID/QUOTE OPENINGS AND AWARDS**

- a. **Bid Award for Rock Salt Bid**; John Duffy, Director of the Department of Utilities  
b. **Bid Award for Carmel Roundabout Landscape Improvements**; Jeremy Kashman, City Engineer  
c. **Bid Opening for #16-SW-88 – Small Structure & Culvert Lining – 8, 30, 33, 49, 98, 104**; Jeremy Kashman, City Engineer  
d. **Bid Opening for # #16-ENG-101 – 4<sup>th</sup> Street SW – 1<sup>st</sup> Avenue SW to Monon Boulevard**; Jeremy Kashman, City Engineer  
e. **Bid Opening for Breathing Air Trailer**; Chief Dave Haboush, Carmel Fire Department

**3. PERFORMANCE RELEASES**

- a. **Resolution BPW-10-05-16-01; Preserve at Bear Creek Section 2; Water Main Improvements**; John Duffy, Director of the Department of Utilities  
b. **Resolution BPW-10-05-16-02; Meridian & Main Phase 1; Right of Way**; Jason Rusk, Browning  
c. **Resolution BPW-10-05-16-03; Meadows @ Legacy Sec. 3; Cherry Creek Blvd – Asphalt Path**; Timothy Walter, Platinum Properties  
d. **Resolution BPW-10-05-16-04; Meadows @ Legacy Sec. 3; On-site & Cherry Creek Street Signs**; Timothy Walter, Platinum Properties  
e. **Resolution BPW-10-05-16-05; Woodland Terrace at Carmel; Erosion Control**; John Muscatiello  
f. **Resolution BPW-10-05-16-06; Barrington of Carmel; Paving and Walk/Storm and Curb**; Tommy Lombardozi, Lecesse Construction  
g. **Resolution BPW-10-05-16-07; Mainstreet Carmel; Stormwater Work**; Adam Windler, Meyer Najem  
h. **Resolution BPW-10-05-16-08; Grannan Grove Subdivision; Street Signs/Common Area & Sidewalks/ADA Ramps**; Edward Fleming, Platinum Properties

#### **4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$8,500.00); Small Structure Culvert Lining – Additional Culvert; Additional Services #13A; Jeremy Kashman, City Engineer**
- b. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$244,100.00); 4<sup>th</sup> Street SE, Rangeline Road Roundabout, 4<sup>th</sup> Street SW – Construction Inspection; Additional Services #15; Jeremy Kashman, City Engineer**
- c. **Request for Purchase of Goods and Services; United Consulting; (\$19,450.00); Spring Mill Road Reconstruction from 111<sup>th</sup> Street to Main Street – Design Supplement; Additional Services #6; Jeremy Kashman, City Engineer**
- d. **Request for Purchase of Goods and Services; Indiana Department of Transportation; (\$1,000,000); Local Roads and Bridges Matching Grants; 4<sup>th</sup> & Rangeline Roundabout & Construction of 4<sup>th</sup> from 3<sup>rd</sup> to 1st; Jeremy Kashman, City Engineer**
- e. **Request for Purchase of Goods and Services; Interlocal Agreement; (\$24,800) Town of Zionsville; Construction of a Path on 116<sup>th</sup> Street; Jeremy Kashman, City Engineer**
- f. **Request for Purchase of Goods and Services; Indy Trolley, LLC; (\$3,053.25) Trolley for December Events; Additional Services Agreements; Nancy Heck, Director of Community Relations**
- g. **Request for Purchase of Goods and Services; Commission on Accreditation for Law Enforcement Agencies, Inc; Addendum to Accreditation Agreement; Chief Tim Green, Carmel Police Department**
- h. **Request for Purchase of Goods and Services; Meg & Associates, LLC; (\$10,000) Event Planning Services for Carmel on Canvas; Additional Services Agreements; Nancy Heck, Director of Community Relations**

#### **5. REQUEST TO USE CITY STREETS/PROPERTY**

- a. **Request to Use Japanese Garden (Gazebo in Case of Rain); Community Get Acquainted Picnic; October 16, 2016; 3:00 p.m. – 6:00 p.m.; Barb Moshier, Carmel Sister Cities Inc.**
- b. **Request to Use City Streets; HOA Fall Festival; October 22, 2016; 3:00 p.m. – 9:00 p.m.; Rachael Burt**
- c. **Request to Palladium Center Green; Celebration Station; October 13, 2016; 11:00 a.m. – 7:00 p.m.; Melanie Lentz, Indiana Bicentennial Celebration Station**
- d. **Request to Use City Streets; Carmel on Canvas; September 16 & 17, 2016; 16 – All Day and the 17<sup>th</sup> until 9 p.m.; Nancy Heck/Meg Osborne, The City of Carmel/Carmel on Canvas**

#### **6. OTHER**

- a. **Request for Lane Restrictions/Open Pavement Cuts; Main Street/Smokey Road and River Road in Area Bound by 146<sup>th</sup> St, US31;** Steve Biggerstaff, Metronet
- b. **Request for Lane Restriction; Old Meridian Street;** Michael Diamente, Edward Rose
- c. **Request for Additional Curb Cut; 10520 Roxley Bend Lot 5 Windsor grove II;** Tim Logan, Timothy Homes
- d. **Request for Lane Restrictions/Open Pavement Cuts; Old Meridian Street & Carmel Drive;** Kyle Zak, Earth Exploration
- e. **Request for Sidewalk Easement; Carmel View Drainage Project #16-SW-12 (Nine Agreements);** Jeremey Kashman, City Engineer
- f. **Request for Right of Entry; 136<sup>th</sup> Street Between Gray & Keystone Multi-Use path (Ten Agreements);** Jeremy Kashman, City Engineer
- g. **Request for Final Plat Approval; Camden Walk;** Brett Huff, Stoepplewerth
- h. **Request for Replat Approval; The Cottages at Carmel;** Troy Terew, Truth North Surveying
- i. **Request for Stormwater Technical Standards Variance; Kensington Green – Sections 302.06(2), Section 302.06(12) and Section 302-12;** David Marks, Williams Creek
- j. **Request for Variance; 10533 Iron Horse Lane;** Lei Shen & Soomin Park Chen, Homeowners
- k. **Request for Variance; 12012 Leighton Court;** Robert & Michelle Demchak, Homeowners
- l. **Request for Consent to Encroach; 10533 Iron Horse Lane;** Lei Shen & Soomin Park Chen, Homeowners
- m. **Request for Consent to Encroach; 12012 Leighton Court;** Robert & Michelle Demchak, Homeowners

**7. ADJOURNMENT**

1                   **Board of Public Works and Safety Meeting**  
2                                   **MINUTES**  
3                   **Wednesday, September 21, 2016 – 10:00 a.m.**  
4                   **Council Chambers City Hall One Civic Square**

5  
6    **MEETING CALLED TO ORDER**

7  
8    *Mayor Brainard called the meeting to order at 10:01 a.m.*  
9

10   **MEMBERS PRESENT**

11  
12    *Mayor James Brainard , Board Members Mary Ann Burke and Lori Watson, Clerk-Treasurer*  
13    *Christine Pauley, and Deputy Clerk Jacob Quinn*  
14

15   **MINUTES**

16  
17    *Minutes for the September 7, 2016, Regular Meeting were approved 2-0 (Mayor Brainard*  
18    *abstained )*  
19

20   **BID/QUOTE OPENINGS AND AWARDS**

21  
22    *Bid Award for Carmel Drive Trail Project.; OLCO, Inc was the lowest and most responsive;*  
23    *(\$480,236.45). Board Member Burke moved to approve. Board Member Watson seconded.*  
24    *Request approved 3-0.*  
25

26    *Bid Award for Spring Mill Road Reconstruction: 106th Street to Main Street; Rieth-Riley*  
27    *Construction, Co was the lowest and most responsive; (\$8,592,091). Board Member Burke*  
28    *moved to approve. Board Member Watson seconded. Request approved 3-0.*  
29

30    *Bid Award for 16-SW-57 Crooked Stick Drainage; DB Engineering, LLC was the lowest and*  
31    *most responsive; (\$27,500). Board Member Burke moved to approve. Board Member Watson*  
32    *seconded. Request approved 3-0.*  
33

34    *Bid Opening for Carmel Roundabout Landscape Improvements; Mayor Brainard opened the*  
35    *bids and read them aloud:*  
36

<i>Company</i>	<i>Amount</i>
<i>Smock</i>	<i>\$1,227,762</i>
<i>OLCO, Inc</i>	<i>\$1,324,083</i>

37  
38  
39  
40

41    *Bid Opening for Roundabout Improvements at 106<sup>th</sup> Street and Towne Road, 16-ENG-39; Mayor*  
42    *Brainard opened the bids and read them aloud:*

43	<i>Company</i>	<i>Amount</i>
44	<i>Rieth-Riley</i>	<i>\$1,913,763.90</i>
45	<i>OLCO, Inc</i>	<i>\$1,988,505.36</i>

46  
47  
48 *Bid Opening for Pedestrian Crossings: 126<sup>th</sup> Street and Rohrer Road, 16-ENG-96; No bids were*  
49 *received.*

50  
51 *Bid Opening for Rock Salt Bid; Mayor Brainard opened the bids and read them aloud:*

52		
53	<i>Company</i>	<i>Amount</i>
54	<i>Compass Minerals</i>	<i>\$111(per unit)</i>
55	<i>Cargill</i>	<i>\$103.79(per unit)</i>
56	<i>Morton</i>	<i>\$88.71(per unit)</i>

57  
58 **PERFORMANCE RELEASES**

59  
60 *Resolution BPW-09-021-16-01; National Bank of Carmel; Erosion Control Measurers; Board*  
61 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

62  
63 **CONTRACTS**

64  
65 *Request for Purchase of Goods and Services; American Structurepoint, Inc.; (\$34,290.00);*  
66 *Carmel Drive Path – Old Meridian Street to Monon Trail – Construction Inspection; Additional*  
67 *Services #22; Board Member Burke moved to approve. Board Member Watson seconded.*  
68 *Request approved 3-0.*

69  
70 *Request for Purchase of Goods and Services; DB Engineering, LLC; (\$27,500.00); Crooked*  
71 *Stick Drainage Improvements – Construction Inspection; Additional Services #1; Board Member*  
72 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

73  
74 *Request for Purchase of Goods and Services; OLCO, Inc.; (\$480,236.45); Carmel Drive Trail -*  
75 *Construction; Board Member Burke moved to approve. Board Member Watson seconded.*  
76 *Request approved 3-0.*

77  
78 *Request for Purchase of Goods and Services; OLCO, Inc.; (\$73,836.27); Crooked Stick*  
79 *Drainage Improvements - Construction; Additional Services #1; Board Member Burke moved to*  
80 *approve. Board Member Watson seconded. Request approved 3-0.*

81  
82 *Request for Purchase of Goods and Services; Rieth-Riley Construction Co., Inc.*  
83 *(\$8,592,091.16); Spring Mill Road Reconstruction from 106<sup>th</sup> Street to Main Street; Additional*  
84 *Services #1; Board Member Burke moved to approve. Board Member Watson seconded.*  
85 *Request approved 3-0.*

86

87 *Request for Purchase of Goods and Services; Leach & Russell Mechanical Contractors, Inc.*  
88 *(\$2,600); HVAC PM – Station 41; Board Member Burke moved to approve. Board Member*  
89 *Watson seconded. Request approved 3-0.*

90  
91 *Request for Purchase of Goods and Services; Duke Energy; (\$7.81); Outdoor Lighting Service*  
92 *Agreement; Board Member Burke moved to approve. Board Member Watson seconded.*  
93 *Request approved 3-0.*

94  
95 *Resolution No. BPW 09-21-16-02; A Resolution of the City of Carmel Board of Public Works*  
96 *Acknowledging Receipt of Contract; Ely Enterprises, LLC; (\$4,500); Performance in the Arts &*  
97 *Design District; Board Member Burke moved to approve. Board Member Watson seconded.*  
98 *Request approved 3-0.*

99  
100 *Request for Purchase of Goods and Services; Tallyn’s Ridge Developer, LLC. (\$40,987.50);*  
101 *Water Reimbursement for Water Main Extension Along 146<sup>th</sup> Street from Station 0+00 to Station*  
102 *5+90; Board Member Burke moved to approve. Board Member Watson seconded. Request*  
103 *approved 3-0.*

104  
105 *Request for Purchase of Goods and Services; Boyd and Kalen Jackson; (\$76,375); Water*  
106 *Reimbursement for Hoover Road Water Main Extension; Board Member Burke moved to*  
107 *approve. Board Member Watson seconded. Request approved 3-0.*

108  
109 *Request for Purchase of Goods and Services; Prairie View Homeowners Association; (\$20,000);*  
110 *Agreement for Payment of Project Cost at the Large Pond Located in Section 1 of Moffitt Farm*  
111 *at Prairie View Subdivision; Board Member Burke moved to approve. Board Member Watson*  
112 *seconded. Request approved 3-0.*

113  
114 *Request for Consent to Encroachment Agreement; Prairie View Homeowners Association; Block*  
115 *B in Moffitt Farm at Prairie View Subdivision, Section 1; Board Member Burke moved to*  
116 *approve. Board Member Watson seconded. Request approved 3-0.*

117  
118 **REQUEST TO USE CITY STREETS/PROPERTY**

119  
120 *Request to Use City Streets; Block Party; October 23, 2016; 3:00 p.m. – 7:00 p.m.; Board*  
121 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

122  
123 *Request to Use City Streets; Oktoberfest; October 1, 2016; 3:00 p.m. – 12:00 a.m.; Cindy*  
124 *Schleich, Board Member Burke moved to approve. Board Member Watson seconded. Request*  
125 *approved 3-0.*

126  
127 *Request to Use Caucus Room; HOA Annual Meeting; November 14, 2016; 6:30 p.m. – 9:00*  
128 *p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request*  
129 *approved 3-0.*

130  
131 **OTHER**

132

133 *Resolution BPW 09-07-16-05 (AS AMENDED); A Resolution Setting 2017 City and Participant*  
134 *Contribution Rates for the City of Carmel Employee Health Benefit Plan; Board Member Burke*  
135 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

136  
137 *Request for Easement; Boyd & Kalen Jackson; 12085 Hoover Road; Board Member Burke*  
138 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

139  
140 *Request for Easement; Judy A. Ooley; 0 Gray Road; Board Member Burke moved to approve.*  
141 *Board Member Watson seconded. Request approved 3-0.*

142  
143 *Request for Easement; Judy A. Bardonner 2/3 & Micheele Ooley 1; 14520 Gray Road; Board*  
144 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*  
145 *Request for Lane Restrictions/Sidewalk Closure/Open Pavement Cuts; Spring Mill Road South of*  
146 *131<sup>st</sup> Street/Spring Mill Road South; Board Member Burke moved to approve. Board Member*  
147 *Watson seconded. Request approved 3-0.*

148  
149 *Request for Lane Restrictions/Open Pavement Cut; 260 2<sup>nd</sup> Street SW; Board Member Burke*  
150 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

151  
152 *Request for Right of Entry; Hunt Lakes of Carmel LLC; Board Member Burke moved to*  
153 *approve. Board Member Watson seconded. Request approved 3-0.*

154  
155 *Request for Consent to Encroach; 1830 Derry Lane; Board Member Burke moved to approve.*  
156 *Board Member Watson seconded. Request approved 3-0.*

157  
158 *Request for Variance; 1830 Derry Lane; Board Member Burke moved to approve. Board*  
159 *Member Watson seconded. Request approved 3-0.*

160  
161 **HEARING**

162  
163 *Request to Appeal Massage Permit Denial; Jianer Chen TABLED. Jon Oberlander, Assistant*  
164 *City Attorney, stated that the item had been settled and this could be removed from the agenda.*

165  
166 *Burke motion to add-on agenda item. Watson second. Motion approved 3-0. Request for Replat;*  
167 *Lot 2, Lot 3 and Lot 4 in Autumn wood Farms. Burke moved to approve. Board Member Watson*  
168 *seconded. Request approved 3-0.*

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170 **ADJOURNMENT**

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172 *Mayor Brainard adjourned the meeting at 10:19 a.m.*

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*Christine S. Pauley – Clerk-Treasurer*

177  
178 *Approved*

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*Mayor James Brainard*

**ATTEST:**

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*Christine S. Pauley - Clerk-Treasurer*

**To:** Jacob Quinn, Clerk-Treasurer's Office

**From:** John Duffy, Utility Director 

**CC:**

**Date:** September 15, 2016

**Re:** Board of Public and Safety Agenda

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Please add the following items to the Board of Public Works and Safety Agenda for the October 5, 2016 meeting.

**PERFORMANCE BOND RELEASE APPROVAL REQUEST**

Preserve @ Bear Creek Section 2 Water main      Bond No. SU1135088      \$217,760.00

If you have any questions, please feel free to contact me.

To: Board of Public Works  
City of Carmel, Indiana

Date: September 15, 2016

Principal: Preserve @ Bear Creek #2  
Water

From: John Duffy, Carmel Utilities

Resolution No. 10-06-16-01

Performance Bond SU1135088

Board Members:

Surety: Arch Insurance Company

Carmel Utilities have conducted final inspection of Preserve @ Bear Creek  
Water Main Section 2 mains

<u>ITEM</u>	<u>PERFORMANCE BOND NO.</u>	<u>AMOUNT</u>
Preserve @ Bear Creek Section 2	SU1135088	\$217,760.00

The above improvements have been completed and are acceptable to the City of Carmel. I recommend acceptance of said improvements.

Approved:

  
\_\_\_\_\_  
John Duffy, Utility Director

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 5TH day of September 2016, that Preserve @ Bear Creek Section 2 Water Mains Installation Projects as listed above are hereby released and said improvements accepted by the City of Carmel, Indiana, subject to the listed conditions above. The effective date of the Maintenance bonds shall be the same date as this resolution.

Signed:

CITY OF CARMEL, INDIANA  
BY ITS BOARD OF PUBLIC WORKS  
AND SAFETY

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine Pauley, IAMC Clerk-Treasurer

STATE OF INDIANA                    )  
  )     SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, Mary Ann Burke, and Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Christine Pauley, Clerk-Treasure of the City of Carmel, who acknowledged the execution of the foregoing "Agreement" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name

My County of Residence: \_\_\_\_\_

Date: \_\_\_\_\_

**PERFORMANCE BOND**

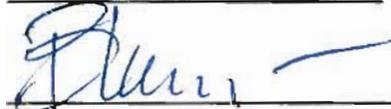
KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Indiana, LLC of 11590 N. Meridian, Suite 530, Carmel IN 46032 as Principal, and Arch Insurance Company a corporation organized and existing under the laws of the State of Missouri and authorized to transact business in the state of Indiana, as Surety, are held and firmly bound unto the Hamilton County Board of Commissioners, One Hamilton County Square, Noblesville IN 46060 as Obligee, in the penal sum of two hundred seventeen thousand seven hundred sixty and 00/100 (\$217,760.00) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct or have constructed, watermain improvements in Preserve at Bear Creek – Section 2.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly perform said work in accordance with said standards, then this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 2<sup>nd</sup> of September, 2015.

Pulte Homes of Indiana, LLC



\_\_\_\_\_  
Bryce Langen, Assistant Treasurer

Arch Insurance Company



\_\_\_\_\_  
Brien O'Meara, Attorney-in-Fact

To: Board of Public Works  
and Safety  
City of Carmel, Indiana

Date: October 5, 2016  
Resolution No: BPW-10-05-16-02

From: CITY ENGINEER

Principal: BROWNING CONSTRUCTION LLC

Surety: FIDELITY & DEPOSIT COMPANY OF  
MARYLAND

Board Members:

I have conducted final inspection of the MERIDIAN & MAIN PHASE 1 for the following improvements:

<u>ITEM</u>	<u>SITE IMPROVEMNT BOND #</u>	<u>AMOUNT</u>
RIGHT OF WAY	09160143	\$ 43,724.00

The above improvement has been inspected and is acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following conditions:

Maintenance Guarantee for MERIDIAN & MAIN PHASE 1 listed above in the amount of 15% of the Performance Guarantee amount for Right of Way Infrastructure be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years.

APPROVED:

  
\_\_\_\_\_  
JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 5TH day of October, 2016, that the listed Performance Guarantee for the MERIDIAN & MAIN PHASE 1 project as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



Department of Engineering  
Attn: Dave Barns  
Carmel City Hall  
One Civic Square  
Carmel, IN 46032

Dear Mr. Barns,

We have completed the project know as Phase 1 Lot 1 at Meridian & Main in Carmel, In. We request that the performance bonds submitted for the right-of-way infrastructure and storm water control be released. I've attached a copy of both bonds for your reference. Please call me at the number listed below if you have any questions or concerns.

Sincerely,

Browning Construction, LLC

A handwritten signature in black ink, appearing to read "Jason Rusk", with a long horizontal flourish extending to the right.

Jason Rusk

Project Manager

317-344-7382

[jrusk@browninginv.com](mailto:jrusk@browninginv.com)

To: Board of Public Works  
and Safety  
City of Carmel, Indiana

Date: October 5, 2016  
Resolution No: BPW-10-05-16-03

From: CITY ENGINEER

Principal: GLOBE ASPHALT PAVING CO., INC.

Surety: FIDELITY AND DEPOSIT CO. OF MARYLAND

Board Members:

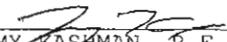
I have conducted final inspection of the MEADOWS AT LEGACY 3 for the following improvements:

<u>ITEM</u>	<u>SUBDIVISION BOND #</u>	<u>AMOUNT</u>
CHERRY CREEK BLVD. ASPHALT PATH	7641767	\$27,450.00

The above improvement has been inspected and is acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following conditions:

Maintenance Guarantee for MEADOWS @ LEGACY 3 listed above in the amount of 10% of the Performance Guarantee amount for Cherry Creek Boulevard asphalt path, be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years.

APPROVED:

  
JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 5TH day of October, 2016, that the listed Performance Guarantee for the MEADOWS @ LEGACY 3 project as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



June 22, 2016

David Barnes  
Department of Engineering  
One Civic Square  
Carmel, Indiana 46032

RE: Performance Guarantee Release Request  
The Meadows at Legacy Section 3 Cherry Creek Boulevard

Dear Dave:

On behalf of the owner of the Legacy projects, Falcon Nest II, LLC we would like to request the release of certain performance guarantees provided for construction of the above referenced project as follows:

1. Weihe Construction Inc. Performance Bond No. 929599262, Storm Sewer in the amount of \$20,520.00.
2. Weihe Construction Inc. Performance Bond No. 929599261, Curb and Gutter in the amount of \$15,090.00.
3. Weihe Construction Inc. Performance Bond No. 929599260, Sidewalks in the amount of \$8,540.00.
4. Globe Asphalt Paving Co., Inc Performance Bond No. 7641766, Street Paving in the amount of \$86,840.00
5. Globe Asphalt Paving Co., Inc Performance Bond No. 7641767, Asphalt Path in the amount of \$27,450.00

I have also provided copies of the performance bonds for your reference. Upon release, maintenance guarantees will be provided as required

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy J. Walter'.

Timothy J. Walter, P.E.  
Senior Project Manager

cc: File.

Enclosures (5)

317 818-2900 ♦ 317 863-2055  
9757 Westpoint Drive, Suite 600 ♦ Indianapolis, IN 46256

To: Board of Public Works  
and Safety  
City of Carmel, Indiana

Date: October 5, 2016  
Resolution No: BPW-10-05-16-04

From: CITY ENGINEER

Principal: FALCON NEST II, LLC  
Surety: STAR FINANCIAL BANK

Board Members:

I have conducted final inspection of the LEGACY PROJECTS for the following improvements:

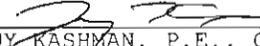
<u>ITEM</u>	<u>LETTER OF CREDIT NUMBER</u>	<u>AMOUNT RELEASED FROM LOC</u>
MEADOWS @ LEGACY SEC. 3 On-site & Cherry Creek Street Signs	16785959	\$4,250.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following conditions:

**\*NOTE:** LETTER OF CREDIT #16785959 IN THE AMOUNT OF \$1,200,000 WAS SUBMITTED ON NOVEMBER 8, 2013 TO THE CITY OF CARMEL FOR IMPROVEMENTS WITHIN THE LEGACY PROJECT.

Maintenance Guarantees for LEGACY PROJECTS LISTED ABOVE in the amount of 10% of the Performance Guarantee amount for On-site & Cherry Creek Street Signs, be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years.

APPROVED:

  
JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 5TH day of October, 2016, that the listed Performance Guarantee for the LEGACY projects as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: \_\_\_\_\_ (Presiding Officer)  
\_\_\_\_\_  
\_\_\_\_\_  
(Member)  
(Member)

Board of Public Works and Safety



June 22, 2016

David Barnes  
Department of Engineering  
One Civic Square  
Carmel, Indiana 46032

RE: Performance Guarantee Release Request  
The Meadows at Legacy Section 3

Dear Dave:

On behalf of the owner of the Legacy projects, Falcon Nest II, LLC we would like to request the release of certain performance guarantees provided for construction of the above referenced project. These items have been guaranteed under existing blanket Letter of Credit #16785959 in accordance with the engineers estimates as follows:

1. The Meadows at Legacy Section 3, On-site Curb & Gutter in the amount of \$21,070.00.
2. The Meadows at Legacy Section 3, On-site Common Area Sidewalk in the amount of \$3,090.00
3. The Meadows at Legacy Section 3, On-site Streets in the amount of \$125,900.00.
4. The Meadows at Legacy Section 3, On-site & Cherry Creek Blvd Street Signs in the amount of \$4,250.00.
5. The Meadows at Legacy Section 3, Monuments and Markers in the amount of \$3,580.00.

The total amount of guarantee to be released from the blanket and supplemental Letters of Credit under this request is \$157,890.00. Upon release, a maintenance guarantee will be provided as required. I have also attached a copy of the Legacy - City of Carmel Blanket Performance Guarantee (Letter of Credit) Tracking spreadsheet showing the amounts remaining for items guaranteed by the blanket Letter of Credit following release of this item.

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy J. Walter'.

Timothy J. Walter, P.E.  
Senior Project Manager

cc: Rajai Zumot, Falcon Nest II, LLC.  
File.

Enclosure: (1)

To: Board of Public Works  
and Safety  
City of Carmel, Indiana

Date: October 5, 2016  
Resolution No: BPW-10-05-16-05

From: CITY ENGINEER

Principal: JUSTUS HOME BUILDERS, INC.

SURETY: BOND SAFEGUARD INSURANCE COMPANY

Board Members:

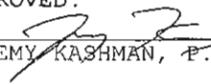
I have conducted final inspection of the WOODLAND TERRACE AT CARMEL for the following improvement:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
EROSION CONTROL	5041901	\$28,800.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following conditions:

Performance Bond 5041901 was issued May 15, 2014 for tree clearing and site demolition. A new bond for overall site erosion control was issued August 20, 2014 and remains in place. A 3-year maintenance guarantee for the tree clearing and demolition is to be waived in lieu of the overall site erosion control bond currently on file.

APPROVED:

  
JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 5th day of October, 2016, that the listed Performance Guarantee for the Woodland Terrace At Carmel project as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety

September 21, 2016

Dave Barnes  
Department of Engineering  
One Civic Square  
Carmel, IN 46032

Re: Woodland Terrace of Carmel

Dear Dave:

I am writing this letter in regards to our phone conversation on September 20, 2016 about the erosion control performance bonds for our Woodland Terrace of Carmel Project located at 689 Pro Med Lane, Carmel, IN 46032. As discussed, on May 15, 2014, we posted an erosion control performance bond (5041901) (attached) to start site clearing in the amount of \$28,800.00; and on August 20, 2016, we posted another erosion control performance bond (5041925) (attached) to start construction in the amount of \$90,219.80. When the second bond was posted, the first bond should have been released.

Justus Home Builders, Inc. is requesting that the first erosion control performance bond (5041901) in the amount of \$28,800.00 be released.

Sincerely,



John J. Muscatiello  
Estimator  
Justus Home Builders, Inc.

To: Board of Public Works  
and Safety  
City of Carmel, Indiana

Date: October 5, 2016  
Resolution No: BPW-10-05-16-06

From: CITY ENGINEER

Principal: LECESSE CONSTRUCTION SERVICES, LLC.

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

Board Members:

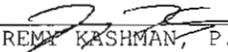
I have conducted final inspection of the BARRINGTON OF CARMEL for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
PAVING AND WALK	837055160	\$ 39,050.00
STORM AND CURB	837055159	\$ 56,311.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following conditions:

Maintenance Guarantee for Barrington of Carmel listed above in the amount of 15% of the Performance Guarantee amount for *Paving and Walk* to be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years.  
Maintenance Guarantee for Barrington of Carmel listed above in the amount of 15% of the Performance Guarantee amount for *Storm and Curb* to be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years.

APPROVED:

  
JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 5th day of October, 2016, that the listed Performance Guarantee for the Barrington of Carmel project as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



*The Power of Partnership*

September 16, 2016

City of Carmel, IN  
Dept. of Engineering  
1 Civic Square  
Carmel, IN 46032

Attn: Mr. Dave Barnes

Re: Barrington of Carmel

Dear Mr. Barnes,

I am requesting the following 3 Performance Bonds that were issued for the Barrington of Carmel Project be released:

- Paving & Walk
- Storm & Curb
- Erosion Control

If you have any questions, please contact me.

Sincerely,

LECESSE Construction Services, LLC

A handwritten signature in blue ink, appearing to read "Tomy Lombardozzi", is written over the printed name.

Tomy Lombardozzi  
Project Executive

TL/mkr

To: Board of Public Works  
and Safety  
City of Carmel, Indiana

Date: October 5, 2016  
Resolution No: BPW-10-05-16-06

From: CITY ENGINEER

Principal: LECESSE CONSTRUCTION SERVICES, LLC.

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

Board Members:

I have conducted final inspection of the BARRINGTON OF CARMEL for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
PAVING AND WALK	837055160	\$ 39,050.00
STORM AND CURB	837055159	\$ 56,311.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following conditions:

Maintenance Guarantee for Barrington of Carmel listed above in the amount of 15% of the Performance Guarantee amount for Paving and Walk to be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years.  
Maintenance Guarantee for Barrington of Carmel listed above in the amount of 15% of the Performance Guarantee amount for Storm and Curb to be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years.

APPROVED:

  
JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 5th day of October, 2016, that the listed Performance Guarantee for the Barrington of Carmel project as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



September 16, 2016

City of Carmel, IN  
Dept. of Engineering  
1 Civic Square  
Carmel, IN 46032

Attn: Mr. Dave Barnes

Re: Barrington of Carmel

Dear Mr. Barnes,

I am requesting the following 3 Performance Bonds that were issued for the Barrington of Carmel Project be released:

- Paving & Walk
- Storm & Curb
- Erosion Control

If you have any questions, please contact me.

Sincerely,

LECESSE Construction Services, LLC

A handwritten signature in black ink, appearing to read 'Tomy Lombardozi', is written over the printed name.

Tomy Lombardozi  
Project Executive

TL/mkr

75 THRUWAY PARK DRIVE  
WEST HENRIETTA, NY 14586  
P 585-334-4490 F 585-334-4925  
[www.lecesseconstruction.com](http://www.lecesseconstruction.com)

To: Board of Public Works  
and Safety  
City of Carmel, Indiana

Date: October 5, 2016  
Resolution No: BPW-10-05-16-08

From: CITY ENGINEER

Principal: GRANNAN GROVE DEVELOPER, LLC

Surety: HANOVER INSURANCE COMPANY

Board Members:

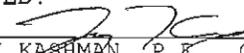
I have conducted final inspection of the GRANNAN GROVE SUBDIVISION for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
STREET SIGNS	1043563	\$ 3,600.00
COMMON AREA SIDEWALKS, ADA RAMPS	1043562	\$ 6,320.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following conditions:

Maintenance Guarantee for GRANNAN GROVE listed above in the amount of 10% of the Performance Guarantee amount for STREET SIGNS, COMMON AREA SIDEWALKS, ADA RAMPS be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years.

APPROVED:

  
JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 5TH day of October, 2016, that the listed Performance Guarantee for the GRANNAN GROVE SUBDIVISION project as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



September 28, 2016

David Barnes  
Department of Engineering  
One Civic Square  
Carmel, Indiana 46032

RE: Performance Guarantee Release Request  
Grannan Grove

Dear Dave:

On behalf of the owner of the Grannan Grove, Grannan Grove Developer, LLC we would like to request the release of certain performance guarantees provided for construction of the above referenced project.

1. Common Area Sidewalk in the amount of \$6,320.00. Bond #1043562
2. Street Signs in the amount of \$3,600.00. Bond #1043563.

Upon release, a maintenance guarantee will be provided as required

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy J. Walter'.

Timothy J. Walter, P.E.  
Senior Project Manager



**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated March 16, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Professional shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA

CrossRoad Engineers, P.C.

by and through its Board of Public  
Works and Safety

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

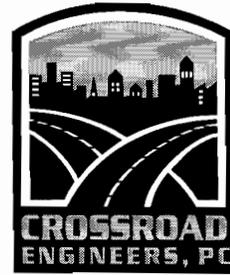
\_\_\_\_\_  
Trent E. Newport  
Printed Name

\_\_\_\_\_  
President  
Title

FID/TIN: 35-1963331

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: 9-22-2016



September 9, 2016

Mr. Jeremy Kashman, P.E.  
City Engineer  
City of Carmel  
1 Civic Square  
Carmel, IN 46032

RE: 2016 Storm Water Bond  
Small Structure and Culvert Lining  
Additional Culvert – 9644 Greentree Drive  
Fee Proposal

Dear Jeremy:

As we discussed, we have prepared this proposal to provide surveying and engineering services for an additional replacement culvert that was added to our original 9 different culverts which were Culverts # 8, 14, 30, 33, 49, 76, 98, 104, and 165. This project will be under the Small Structure and Culvert Lining phase of the 2016 Storm Water Bond Program. The project originally included the lining of 6 culverts and the total reconstruction of 3 culverts, and this will now be modified to include the lining of 6 culverts and the total reconstruction of 4 culverts.

The Scope of Services for this additional culvert will match the original culverts and include Topographic Survey, Preliminary Design, Design & Construction Drawings, and Regulatory Submittals & Bidding Phase. Our fee for this additional culvert work will be a lump sum of \$8,500.

We are ready to begin and appreciate your allowing CrossRoad Engineers to design this project for you. If you have any questions, please call me at 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Trent E. Newport", written over a horizontal line.

Trent E. Newport, P. E., L. S.  
President

Please signify your acceptance by signing below:

\_\_\_\_\_  
City of Carmel

\_\_\_\_\_  
Date

EXHIBIT A  
10/1

**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, **Vendor shall provide the City with documentation that it has enrolled and is participating in the E-Verify program.** This Agreement shall not take effect until said Affidavit is signed by Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-verify program. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

Exhibit "C"  
E-Verify Affidavit

Trent E. Newport, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Cross Road Engineers, PC (the "Company") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Company and have the authority to act on behalf of the Company.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 22nd day of September, 2016

TREN  
Printed: Trent E. Newport

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

TREN  
Printed: Trent E. Newport



Company ID Number: 440231

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **CrossRoad Engineers, PC**

**Jill Newport**

Name (Please Type or Print)

Title

**Electronically Signed**

Signature

**08/15/2011**

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

Signature

**08/15/2011**

Date

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: **CrossRoad Engineers, PC**

Company Facility Address: **3417 Sherman Drive**

**Beech Grove, IN 46107**

Company Alternate

Address: **3417 Sherman Drive**

**Beech Grove, IN 46107**

County or Parish: **MARION**

Employer Identification

Number: **351963331**



Company ID Number: 440231

North American Industry  
Classification Systems  
Code: **541**

Administrator:

Number of Employees: **20 to 99**

Number of Sites Verified  
for: **1**

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- INDIANA **1** site(s)

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>Jill A Newport</b>	Fax Number:	<b>(317) 780 - 6525</b>
Telephone Number:	<b>(317) 780 - 1555 ext. 120</b>		
E-mail Address:	<b>jnewport@crossroadengineers.com</b>		
Name:	<b>Walter E Charles</b>	Fax Number:	<b>(317) 780 - 6525</b>
Telephone Number:	<b>(317) 780 - 1555 ext. 115</b>		
E-mail Address:	<b>wcharles@crossroadengineers.com</b>		



**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated March 16, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Professional shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA

CrossRoad Engineers, P.C.

by and through its Board of Public  
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Authorized Signature

Chip Charles

Printed Name

Mary Ann Burke, Member

Date: \_\_\_\_\_

PEO

Title

Lori S. Watson, Member

Date: \_\_\_\_\_

FID/TIN: 35-1963331

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: 09/22/2016

Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

**4th Street SE & Rangeline Road Roundabout  
& 4th Street SW Construction**  
Estimated Costs for Construction Inspection



ACTIVITY		DIR	RES PROJ REP	PROJ INSP	ASST PROJ INSP	CADD TECH
Startup before Const (2016)	2 wks	8	32	8	0	0
Major Const Duration (2016)	8 wks	40	192	400	128	0
Major Const Duration (2017)	13 wks	65	312	650	208	0
Non-Major Const Duration (2017)	4 wks	16	64	16	0	0
Complete Final Record*	6 wks	16	80	80	0	8
<b>TOTAL HOURS</b>		<b>145</b>	<b>680</b>	<b>1154</b>	<b>336</b>	<b>8</b>

\* Includes 'As-Built' information

The proposed fee for these estimated hours is as follows:

**DIRECT LABOR COSTS --**

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director (2016)	\$140.00	48	\$6,720.00
Director (2017)	\$150.00	97	\$14,550.00
Resident Proj. Rep. (2016)	\$110.00	224	\$24,640.00
Resident Proj. Rep. (2017)	\$115.00	456	\$52,440.00
Project Inspector (2016)	\$90.00	408	\$36,720.00
Project Inspector (2017)	\$95.00	746	\$70,870.00
Asst. Proj. Inspector (2016)	\$70.00	128	\$8,960.00
Asst. Proj. Inspector (2017)	\$75.00	208	\$15,600.00
CADD Technician (2017)	\$85.00	8	<u>\$680.00</u>
<b>TOTAL DIRECT LABOR COSTS</b>			<b>\$231,180.00</b>

**DIRECT NON - LABOR COSTS --**

<u>MILEAGE</u>		<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is	\$0.52 /mile	
Director	50 miles/wk x 27 weeks	\$702.00
Res. Proj. Rep. (Startup)	250 miles/wk x 2 weeks	\$260.00
Proj. Inspector (Startup)	150 miles/wk x 2 weeks	\$156.00
Res. Proj. Rep. (Major)	250 miles/wk x 21 weeks	\$2,730.00
Proj. Inspector (Major)	250 miles/wk x 21 weeks	\$2,730.00
Asst. Proj. Inspector (Major)	250 miles/wk x 21 weeks	\$2,730.00
Res. Proj. Rep. (Non-Major)	250 miles/wk x 4 weeks	\$520.00
Proj. Inspector (Non-Major)	150 miles/wk x 4 weeks	\$312.00

**DESIGN INTENT ASSURANCE**

Construction Administration Services (see attached proposal from CEC) \$2,800.00

\$12,940.00

**TOTAL ESTIMATED COSTS**

**\$244,120.00**

**USE**

**\$244,100.00**

EXHIBIT A  
15f9

August 31, 2016 (updated September 12, 2016)

Mr. Trent E. Newport, P.E., L.S.  
CrossRoad Engineers, P.C.  
3417 Sherman Drive  
Beech Grove, Indiana 46107

Dear Mr. Newport:

Subject: Proposal for Civil Engineering Services  
Proposed 4<sup>th</sup> Street Design Drawings  
4<sup>th</sup> Street S.W. between Monon Boulevard and 1<sup>st</sup> Ave. S.W.  
Carmel, Indiana 46032  
CEC Project 163-710

Civil & Environmental Consultants, Inc. (CEC) is pleased to present for your consideration our proposal to provide professional civil engineering services for the proposed 4<sup>th</sup> Street S.W. Extension between Monon Boulevard and 1<sup>st</sup> Ave. S.W. in Midtown Carmel, Indiana. CEC has been working on the Mid Town project development plan since 2014.

## 1.0 SCOPE OF SERVICES

CEC appreciates your consideration of our firm for this project. CEC is a civil engineering, environmental and ecological consulting firm with over 700 employees in eighteen locations, including Indianapolis, IN, Pittsburgh, PA (headquarters); Export, PA; Cleveland, OH; Columbus, OH; Cincinnati, OH; Nashville, TN; Chicago, IL; Detroit, MI; Austin, TX; Phoenix, AZ; Charlotte, NC; Boston, MA; and St. Louis, MO. CEC has been named one of the top 200 design firms nationally by *Engineering News-Record*.

The CEC Indianapolis office will be overseeing and completing the proposed services for the project. The following breakdown of staff will be dedicated to the project.

Civil Engineer Project Manager: Greg Rasmussen, PLA  
Senior Civil Engineer & Quality Manager: Aaron Hurt, PE, AICP  
Civil Engineering Support: Ben Bemis, Senior Designer  
Nick Justice, EI  
Anthony Syers, LS  
Jeff Clayton, PE

CEC staff has experience working on numerous commercial projects in Carmel. Recent projects in Carmel include:

EXHIBIT

A  
2 of 9

Mr. Trent Newport, P.E., L.S.

CrossRoad Engineers, PC.

CEC Project 163-710

Page 2

August 31, 2016 (updated September 12, 2016)

- Carmel Midtown Development Plan
- Allied Building
- Sophia Square Plaza Renovation
- IMPA Conference Center
- Huntington Bank (Michigan Road and Range Line Road)
- Home Depot
- Penn Circle Apartments
- Carmel Marketplace (Fountains Redevelopment)

The following information outlines the project background information as we understand it, our assumptions, purpose and scope of services, estimated fees, schedule, and additional services.

## 2.0 PROJECT DESCRIPTION

CEC understands that CrossRoad Engineers, PC will be providing construction specifications, public bid documents, bidding, contract award, contract management, project oversight, project management, review of public pay applications, construction management, construction observation, and other all other aspects of the project not specifically identified in CEC's scope of work for the 4<sup>th</sup> Street S.W. Extension between Monon Boulevard and 1<sup>st</sup> Ave. S.W.

The proposed site is located at approximately 150 4<sup>th</sup> Street SW within the City of Carmel jurisdiction and contains approximately 0.60 acres. Local approvals through Carmel (site plan, engineering, landscaping, and drainage), Carmel Utilities (sanitary sewer and water), Carmel and Hamilton County Surveyor's Office Drainage, IDEM Rule 5, and local utility providers are required and have been submitted for review and approval. It will be CrossRoad Engineers, PC's responsibility to verify all permits are obtained prior to starting construction.

### 2.1 Basis of CEC's Scope of Services

This proposed agreement for professional services was prepared based on the Request for Civil Engineering Services, our prior work on the property, our review of the associated survey information, review of available electronic data, as well as CEC's past experience on similar projects. The following information forms the basis for our scope of services:

- CEC will prepare construction drawings only for 4<sup>th</sup> Street between Monon Boulevard and 1<sup>st</sup> Ave. S.W.
- The construction drawing set will include:
  - Title Sheet
  - Survey Sheet (by CSC, Inc)
  - Site Layout Plan
  - Grading & Drainage Plan
  - Storm Sewer Profiles
  - Structure Data Table

EXHIBIT A  
3 of 9

Mr. Trent Newport, P.E., L.S.

CrossRoad Engineers, PC.

CEC Project 163-710

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August 31, 2016 (updated September 12, 2016)

- Erosion Control Plans and Details
  - Site Utility Plan
  - Sanitary Sewer Profiles
  - Road Plan and Profiles
  - Road Cross Sections
  - Landscape Plan
  - Landscape Details
  - Site Details
- CEC will utilize the drawing sheets and files associated with the Old Town Development of Carmel Midtown Blocks 1 & 2. Areas outside of the right-of-way for 4<sup>th</sup> Street will be screened back to identify only the area of 4<sup>th</sup> Street S.W. to be constructed with associated sidewalks, curbs, asphalt pavement, storm sewers, landscape, sanitary sewers, water lines and other associated items to complete the work in the 4<sup>th</sup> Street S.W. right-of-way.
- Coordination with CrossRoad Engineers, PC and Old Town Design Group will consist of meetings, phone calls, and emails. We have not included any public meetings, meetings with City Officials, County Officials, or State Officials associated with our portion of work.
- CEC will provide construction drawings, construction drawing coordination, limited construction administration and limited project closeout
- CEC will assist with submittal review associated with our portion of the design drawings and we will answer contractor RFI's associated to our work.
- CEC has not included a maintenance of traffic plan for this project. It is CEC's understanding that the overall Midtown East project will handle any maintenance of traffic for the site and that F.A. Wilhelm, the Carmel Redevelopment Commission, and Old Town Design Group will provide coordination with local authorities and adjacent land owners to accommodate the construction activities in the area, including the 4<sup>th</sup> Street S.W. construction.
- CEC understands that the Monon ROW (drives, trail and green space) are to be designed as part of a separate project.
- Changes to our plans and plan revisions requested by the City of Carmel, Carmel Redevelopment Commission, or other review and governing agencies is not included in our fees and will require additional fees to complete any changes to the plans.

The following sections of this agreement present a purpose and scope of services for these items, followed by our estimated costs, and schedule. It should be understood that our scope of services

Mr. Trent Newport, P.E., L.S.

CrossRoad Engineers, PC.

CEC Project 163-710

Page 4

August 31, 2016 (updated September 12, 2016)

is the anticipated civil engineering base services envisioned by CEC based on our past experience on similar projects. This scope of services and associated costs may require revision as the project progresses.

### **3.0 CIVIL ENGINEERING – CONSTRUCTION DOCUMENTS**

3.1 Purpose: The purpose of the Construction Document phase is to prepare construction documents that the Client can use to accurately construct the infrastructure for the mixed use development.

3.2 Scope of Services: The following scope of services will be performed:

- a. Cover Sheet – CEC will prepare a project Cover Sheet that indicates the project name, project location, address, relevant contact information, relevant project information, and sheet index. CEC will include the necessary project data as required by the City of Carmel engineering department.
- b. Site Plan – CEC will prepare a site plan showing proposed curb, sidewalk, pavement, parking stalls, building footprints, public street rights-of-way and property lines. All applicable features will be sufficiently dimensioned and noted to accurately construct the proposed improvements.
- c. Grading and Drainage Plan – CEC will prepare a final Grading Plan for the street that minimizes earthwork cuts and fills to reach a “balanced” site condition to the extent possible. Pavement and curb spot elevations will be shown in addition to proposed contour data. Drainage calculations will be provided in a report format for submittal to the Client and/or municipality. All proposed pipe sizes and drainage outlet information will be shown.
- d. Utility Plan – CEC will prepare a final Utility Plan that shows proposed locations for water lines, sanitary sewers, storm sewers for the site. CEC will coordinate Street Lighting locations and illustrate the pole locations on the Utility Plan to ensure no conflicts exist. CEC will also, at CrossRoad Engineers request, show the conduit routing and locations for Carmel Communications ducts and hand-hole locations behind each curblines of 4<sup>th</sup> Street Southwest.
- e. Underground Detention Basin & Water Quality Basins – CEC, per the direction of Carmel and OTDG, will update the detention facility to enlarge the basin to maximize the storage capacity of the Storm Trap System under the future Plaza. CEC will show an additional drainage basin area along the Monon Trail that the underground storm basin can accommodate. The Aqua-Swirl Basins will be updated and verified accordingly to accept the additional flows. The detention basin outlet control structure will be updated. Updated detention basin calculations will be provided as part of this project for review

EXHIBIT A  
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August 31, 2016 (updated September 12, 2016)

and approval. Updated storm sewer pipe calculations will accommodate the additional area of flow and plan and profiles for the storm sewers will be updated. All applicable details and plan sheets will be updated.

- f. Storm Sewer Plan & Profiles – CEC will prepare storm sewer plan and profiles sheets for this phase of the project.
- g. Sanitary Sewer Plan & Profiles – CEC will prepare sanitary sewer plan and profiles sheets for this phase of the project.
- h. Road cross sections – CEC will prepare typical street cross section plans.
- i. Road Plan & Profile – CEC will prepare road plan and profile sheet depicting grades.
- j. Landscape Plans and Details – CEC will utilize the approved plan for Carmel Midtown East for the landscape plan for 4<sup>th</sup> Street S.W.
- k. Construction Details – CEC will prepare construction details in accordance with the City, State, and utility provider requirements. Custom design and details for pavements, walls, furnishings, and amenity areas have not been accommodated as part of this proposal.
- l. Erosion Control and Storm Water Management Plan – CEC will prepare a final Erosion Control Plan for the overall project that is in accordance with the local MS4 requirements. Locations of silt fence, concrete washouts, construction entrance, staging areas, inlet protection, erosion control matting, and other applicable measures will be shown as part of the overall project and not just limited to the 4<sup>th</sup> Street S.W. project. Applicable details and specifications will be provided.
- m. IDEM Erosion Control Rule 5 – CEC has submitted the overall IDEM Rule 5 to IDEM.
- n. CEC will attend Pre-Bid Meeting with the City of Carmel and CrossRoad Engineers, PC.
- o. CEC has included approximately two days of work associated with our work during the bidding process.

#### 4.0 BID AND CONSTRUCTION ADMINISTRATION SERVICES

4.1 Purpose: The purpose of the Bid and Construction Administration Services is to convey the proper design information to bidders and the selected General Contractor during construction.

4.2 Scope of Services: The following scope of services will be performed:

August 31, 2016 (updated September 12, 2016)

- a. Construction Administration - CEC will assist the Client with routine inspections throughout the construction process. A total of three inspections have been budgeted. CEC will provide the Client with detailed correspondence after each trip.
- b. CEC will approve shop drawings and Requests for Information throughout the construction period. CEC will clarify design related issues that arise during construction. CEC will complete any necessary certifications to signal the completion of construction tasks, such as acceptance of the storm sewer installation. CEC will perform a final inspection and prepare a punch list.

## 5.0 ESTIMATED COSTS

Item number 1 below is presented as lump sum costs to complete the scope of services presented herein, and are based on our current understanding of the project and the assumptions contained within this agreement. We will obtain approval from the Client for all revisions to our scope of services and associated costs, if necessary as the project progresses. Items number 2 and 3 below will be billed as an hourly not to exceed (NTE) fee.

1. Construction Drawings	\$ 10,550
2. Enlarge Detention Facility, Pipes, Outlet, WQ, Calculations	\$ 4,300
3. Meetings and coordination prior to bidding (hourly NTE)	\$ 2,950
4. Construction Administration Services (hourly NTE)	<u>\$ 2,800</u>
<b>Total Professional Services</b>	<b>\$ 20,600</b>
5. Reimbursable Expenses (As Incurred)	Cost + 10%

Reimbursable expenses such as the UPS shipping charges, mileage, plan reproductions are not included in our fee. These expenses will be billed as these costs are incurred.

CEC's estimated costs do not include extensive plan reproductions, permit applications fees, site plan submission fees, and tap-in fees, which we assume will be paid directly by the Client and/or the general contractor.

Our standard Schedule of Terms and Conditions will apply to this work. Any changes to the agreement must be agreed to in writing by both parties prior to your authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our proposal.

EXHIBIT A  
70f9

## 6.0 ADDITIONAL PROFESSIONAL SERVICES

The proposed scope of services and estimated costs presented do not include the following services, which the Client may require as the project progresses. At your request, we can provide separate proposals which include these additional services as their scope is defined.

Drawing Revisions: CEC's estimated costs for civil engineering services include making revisions to drawings to address comments by the Client and the project team during the design work and to address comments by city officials during site plan review. If revisions to site development drawings are required due to changes to the site plan or other conditions beyond our control, after CEC's completion of the site design, drawing revisions will be additional services and can be performed at the direction of the Client. Invoicing of costs associated with drawing revisions will be for the actual man hours and reimbursable expenses incurred performing the work. CEC will provide you with estimates of cost to complete drawing revisions resulting from changes to the site plan prior to proceeding with the revisions.

Environmental and Geotechnical Services: CEC can provide a proposal for Environmental and Geotechnical Engineering support relative to the site if needed.

Variances: CEC can assist with site plan variances for an additional fee once those items are identified.

Offsite Utility Infrastructure: CEC can provide a proposal for offsite utility infrastructure services, when the required scope is determined.

Utility Easements: CEC can provide a cost to prepare additional Utility Easements for construction of the utilities or storm drainage if this is required for the project.

Construction Staking: CEC can provide costs to complete construction staking for this work if requested for the project. It is anticipated that the contractor will hire and pay for construction staking services separate from this proposal.

As-built Surveys: CEC can provide surveying services to complete an as-built field survey if requested, but these services are not included in our base fee.

Project As-built Drawings: CEC can provide as-built drawing services either based upon contractor as-built markups or by field located as-built surveys, but these services are not included in our base fee.

Maintenance of Traffic Plans: CEC has not included any time or fees to provide a maintenance of traffic plan for this project. It is assumed that the overall Midtown East project will handle any maintenance of traffic for the site and that F.A. Wilhelm, the Carmel Redevelopment

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Mr. Trent Newport, P.E., L.S.  
CrossRoad Engineers, PC.  
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Page 8  
August 31, 2016 (updated September 12, 2016)

Commission, and Old Town Design Group will provide coordination with local authorities and adjacent land owners to accommodate the construction activities in the area.

## 7.0 SCHEDULE

The following schedule is a realistic timeframe to complete the civil engineering phase:

- |   |              |
|---|--------------|
| ○ Civil Engineering Documents                   | 2 - 3 weeks  |
| ○ Bidding                                       | 2 - 3 weeks  |
| ○ Construction Administration                   | 4 - 6 weeks  |
| Total Civil Engineering and Construction Phase: | 8 - 12 weeks |

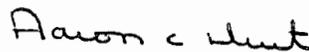
CEC is staffed with experienced civil engineers, landscape architects, and support personnel and can commence work upon your authorization, and work within the identified timeframes. We will work with the Client and the project team to meet your scheduling needs for this project.

## 8.0 CLOSING

CEC very much appreciates this opportunity to present our proposal to you. Please do not hesitate to contact us at 317-655-7777. We are available to meet with you to discuss the scope of services, estimated costs, or schedule outlined herein for completion of our professional services. We can modify the proposed scope of services, if necessary, to accommodate specific schedule or budget constraints that may exist for this project. CEC looks forward to working with you toward the successful completion of the project. Thank you for your consideration of CEC!

Very truly yours,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

  
Aaron C. Hurt, PE, AICP  
Vice President

  
Gregory L. Rasmussen, PLA  
Senior Project Manager

Proposal Acceptance:

\_\_\_\_\_  
Name Date

E:163-710 2016 09 12 Updated CrossRoad Engineers - Mid Town East -4th Street.docx

EXHIBIT

A  
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**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, **Vendor shall provide the City with documentation that it has enrolled and is participating in the E-Verify program.** This Agreement shall not take effect until said Affidavit is signed by Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-verify program. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

Exhibit "C"  
E-Verify Affidavit

Chip Charles, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by CrossRoad Engineers, PC (the "Company") in the position of CEU.
3. I am familiar with the employment policies, practices, and procedures of the Company and have the authority to act on behalf of the Company.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 22<sup>nd</sup> day of September, 2016.

Chip Charles  
Printed: Chip Charles

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Chip Charles  
Printed: Chip Charles



Company ID Number: 440231

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer CrossRoad Engineers, PC

Jill Newport

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/15/2011

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/15/2011

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: CrossRoad Engineers, PC

Company Facility Address: 3417 Sherman Drive

Beech Grove, IN 46107

Company Alternate Address:

417 Sherman Drive

Beech Grove, IN 46107

County or Parish:

MARION

Employer Identification Number:

351963331

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**34303**

THIS NUMBER MUST APPEAR ON INVOICES, A/P VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
9/15/2016			068025	Project 16-ENG-31; Contract Date 03.16.16
<b>CROSSROAD ENGINEERS, PC</b> VENDOR 3417 S SHERMAN DR BEECH GROVE, IN 46107 -		City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Kate Lustig		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
8444				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 COIT Bond Fund

Account: 94-650.04

1 Each	ASA 15 - 4th Street SE and Rangeline Road Roundabout and 4th Street SW - CI	\$244,100.00	\$244,100.00
Sub Total			\$244,100.00

Send Invoice To:

Skip Tennancour  
American Structurepoint, Inc.  
8425 Wicklow Way  
Brownsburg, IN 46112

2016 COIT Bond

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$244,100.00</b>

**SHIPPING INSTRUCTIONS**

- \*SHIP PREPAID.
- \*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- \*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- \*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

**PAYMENT**

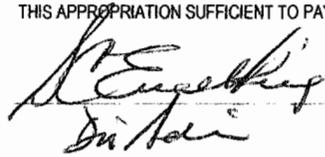
\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

CLERK-TREASURER

CONTROL NO. 34303



United Consulting Engineers, Inc.  
Engineering Department - 2016  
Appropriation: ASA #6, 2016 COIT Bond; P.O. #34304  
Contract Not To Exceed \$19,450.00



**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and United Consulting Engineers, Inc. (the "Professional"), as City Contract dated June 1, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Professional shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA

United Consulting Engineers, Inc.

by and through its Board of Public  
Works and Safety

By:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Authorized Signature  
 \_\_\_\_\_  
Printed Name  
Dawn Richter MICHAEL ROWE  
President V.P.  
Title  
FID/TIN: 35-1108415  
Last Four of SSN if Sole Proprietor: \_\_\_\_\_  
Date: September 22, 2016



ENGINEERING

ENVIRONMENTAL

INSPECTION

LAND SURVEYING

LAND ACQUISITION

PLANNING

WATER & WASTEWATER

SINCE 1965

OFFICERS

William E. Hall, PE

Dave Richter, PE, PLS

Steven W. Jones

Christopher R. Pope, PE

B. Keith Bryant, PE

Michael Rowe, PE

PROFESSIONAL STAFF

Andrew T. Wolka, PE

Devin L. Stettler, AICP

Darryl P. Wineinger, PE

Adam C. Post, PE

Michael S. Oliphant, AICP

E. Rachelle Pemberton, PE

Timothy J. Coomes, PLS

Jon E. Clodfelder, PE

Steven R. Passey, PE

Brian J. Pierson, PE

Christopher L. Hammond, PE

Paul D. Goltzbach, PE

Brian S. Frederick, PE

Jay N. Redens, PE

Christopher J. Dyer, PE

Matthew R. Lee, PE

William R. Curtis, PE

Jeromy A. Richardson, PE

Heather E. Kilgour, PE

Adam J. Greulich, PLS

Whitney D. Neukam, PE

Caleb C. Ross, PE

Matthew A. Taylor, PE

Josh O. Betz, PLS

Dann C. Barrett, PE

Scott G. Minnich, PE

Sean B. Hankins, PE

John R. Stocks, PE

Jim R. Lash, PE

Nicholas J. Kocher, PE

Jennifer L. Hart, PE

Jeffrey R. Andrews, PE

Kelton S. Cunningham, PE

Richard T. Bernard, PE

1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585 www.uciindy.com

September 13, 2016

Mr. Jeremy Kashman, PE  
City Engineer  
City of Carmel  
One Civic Square  
Carmel, Indiana 46032

RE: Additional Services Amendment No. 4  
Project No.: 16-ENG-52  
Spring Mill Road from 111<sup>th</sup> Street to Main Street (incl. path to 106<sup>th</sup> Street)  
Supplemental Work Items

Dear Mr. Kashman:

During the design phase for the referenced project there were several changes and/or additions to the scope of work. The changes/additions included the following:

- 1) modification of the bridge and approach railing for the two Williams Creek structures;
- 2) the addition of an auxiliary lane at the south property line of the Jackson's Grant development;
- 3) additional title work and right-of-way engineering; and
- 4) coordination efforts to incorporate the culvert replacement project south of 106<sup>th</sup> Street (16-SW-07).

**Bridge Modification and Plans**

The original scope of work for Bridges 31 and 32 included constructing a pedestrian height bridge rail and new timber curb along the west coping of each bridge. The east bridge rail was to remain in place. The new rail and curb elements were to be constructed of timber similar to the original bridge elements.

UNITED was directed by the City at the Pre-Bid Meeting held on August 29, 2016, to provide details and specifications for replacement of all the existing timber bridge and approach railing with new timber bridge and approach railing that met crash test standards. This change in scope required the following engineering services:

- Final plan revisions to pedestrian bridge rail details for the west coping of bridges 31 and 32
- Final plan additions for bridge railing details for the east coping of bridges 31 and 32
- Final plan revisions for timber curb for both copings of bridges 31 and 32
- Final plan additions for approach rail details for bridges 31 and 32
- Final plan quantity revisions for bridges 31 and 32
- Final plan estimate revisions
- Final plan contract specification revisions

**Bridge Modifications and Plans ..... \$9,600**

EXHIBIT     A      
10f3

**Title Searches and Right of Way Engineering**

The original scope of work for Title Searches included 15 20-year searches at \$500 per search, totaling \$7,500 and 9 right of way engineering parcels at \$2,500 per parcel, totaling \$22,500.

After the contract was signed, UNITED was instructed to add sidewalk construction to the project along Dorset Boulevard to the west of Spring Mill Road. The result of this action was two additional 20-year title searches.

Also, during design of the Spring Mill Road improvements, an unanticipated additional right of way parcel was created on the west side of Spring Mill Road at approximately station 204+00. The result of the additional parcel (Robert M. Book) was one additional 20-year title search.

Additionally, during the right of way engineering process, an unclaimed remnant parcel was discovered on the north side of Spring Mill Lane at 107th Street. The county's maps did not show the remnant and it was only discovered through additional research. On 7/26/16 UNITED was instructed by the client to proceed with a title search and right of way engineering for the remnant to clear any title issues. Due to the last transfer of ownership of the remnant dating back to the 1950's, the title search was required to go beyond the 20-year timeframe, which resulted in a search fee of \$650. This remnant parcel also created a tenth right of way engineering parcel, which resulted in an additional \$2,500 fee.

**Title Searches and Right-of-Way Engineering ..... \$4,650**

**Road Design and Plans**

On August 24, 2016 the City of Carmel requested an additional median opening and auxiliary lane along the west side of Spring Mill Road in order to accommodate the southernmost future drive to the Jackson's Grant development. This drive approach was not included in the initial coordination with Stoeppelwerth and Associates. As part of the redesign for this location, the following design tasks and plan revisions were required: drainage design, typical section revisions, plan and profile revisions, underdrain table revisions, structure data table revisions, cross section revisions, quantity revisions, and cost estimate revisions.

**Road Design and Plans ..... \$3,200**

**Bidding Services**

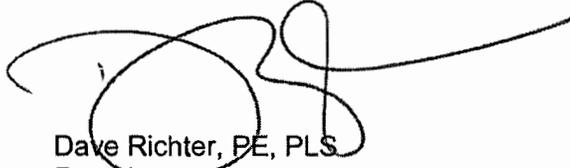
On July 7, 2016 the City of Carmel requested the culvert replacement just south of 106<sup>th</sup> Street, designed by First Group Engineering, Inc., be incorporated into the Spring Mill Road Reconstruction bid package. Through conversations with the City and First Group, it was determined the best way to incorporate the additional construction plans was through the use of "parts". In addition, it was decided the pay items would remain separated while the technical specifications would be combined.

**Bidding Services ..... \$2,000**

Additional Service Amendment No. 4  
September 13, 2016  
Page 3 of 3

Please review the above fees and if you find them acceptable, please prepare Additional Services Amendment No. 4 for execution in the amount of \$19,450 and forward it to our office. If you have any comments, please contact me at your convenience.

Sincerely,  
**UNITED CONSULTING**

A handwritten signature in black ink, appearing to read 'Dave Richter', with a long horizontal line extending to the right.

Dave Richter, PE, PLS  
President

c: File (pending)

EXHIBIT A  
3 of 3

**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, **Vendor shall provide the City with documentation that it has enrolled and is participating in the E-Verify program.** This Agreement shall not take effect until said Affidavit is signed by Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-verify program. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

Exhibit "C"  
E-Verify Affidavit

DAVE RICHTER, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by UNITED CONSULTING (the "Company") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Company and have the authority to act on behalf of the Company.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

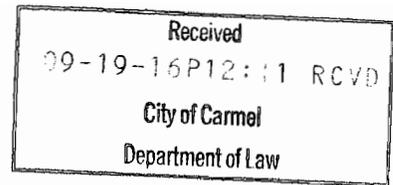
EXECUTED on the 22 day of September, 2016.

Printed: Dave Richter

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.



Valli L. Shattuck  
Printed: Valli L. Shattuck



## LETTER OF TRANSMITTAL

**Date:** September 16, 2016

**To:** Doug Haney  
Department of Law

**From:** Jeremy Kashman *JMK*  
Department of Engineering

**RE:** United Consulting Additional Service Amendment

---

One additional service amendment is needed for United Consulting for the October 5<sup>th</sup> BPW meeting, please.

Attached please find the work proposal and purchase order.

### Contract Information:

Project Name ASA 6; Spring Mill Road from 111<sup>th</sup> Street to Main Street – Design Supplemental  
Vendor: United Consulting  
Amount: \$19,450.00  
Appropriation: P.O. 34304; 2016 COIT Bond  
Signature: Dave Richter, PE, PLS  
Address: 1625 North Post Road  
Indianapolis, IN 46219  
Phone: 317/837-9900  
Email: [daver@ucindy.com](mailto:daver@ucindy.com)



Company ID Number: 438038

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer United Consulting Engineers, Inc.</b>	
<b>Michael Rowe</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>08/08/2011</b> Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>08/08/2011</b> Date

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name:	United Consulting Engineers, Inc.
Company Facility Address:	1625 N. Post Road
	Indianapolis, IN 46219
Company Alternate Address:	
County or Parish:	MARION
Employer Identification Number:	351108415

Company ID Number: 438038

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>INDIANA 1 site(s)</li></ul>	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	Michael A Rowe	Fax Number:	(317) 895 - 2596
Telephone Number:	(317) 895 - 2585 ext. 1104		
E-mail Address:	michaclr@ucindy.com		
Name:	Joan N ODonnell	Fax Number:	(317) 895 - 2596
Telephone Number:	(317) 895 - 2585 ext. 1110		
E-mail Address:	joaniea@ucindy.com		

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**34304**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO.	DESCRIPTION
9/16/2016			00351256	Project 16-ENG-52; Contract Date 06.01.16
<b>UNITED CONSULTING</b> VENDOR 1625 N POST ROAD INDIANAPOLIS, IN 46219 -			City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Kate Lustig	
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
8506				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 COIT Bond Fund

Account: 94-650.04

1 Each

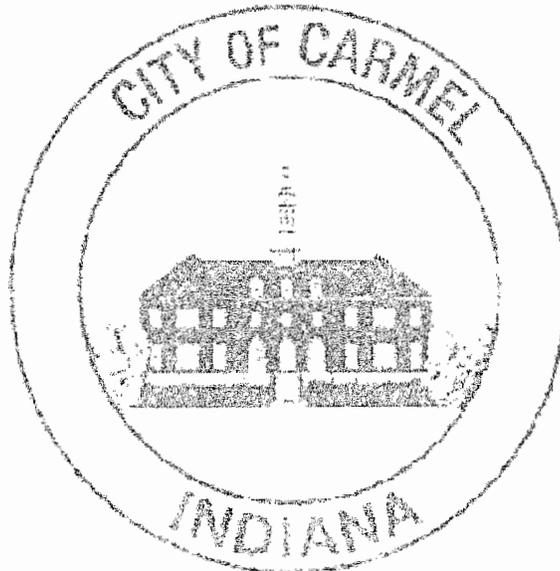
ASA 6 - Spring Mill Road from 111th Street to Main Street -  
Design Supplement

\$19,450.00

\$19,450.00

Sub Total

\$19,450.00



Send Invoice To:

Skip Tennancour  
American Structurepoint, Inc.  
8425 Wicklow Way  
Brownsburg, IN 46112

2016 COIT Bond

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$19,450.00</b>

**SHIPPING INSTRUCTIONS**

- \*SHIP PREPAID.
- \*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- \*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- \*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

**PAYMENT**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

CLERK-TREASURER

CONTROL NO. 34304



**LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT**  
**EDS # A249-**

This Local Roads and Bridges Matching Grant Agreement (this “Grant Agreement”), is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Agreement by and between the Indiana Department of Transportation (hereinafter referred to as the “State”) and **City of Carmel**, a Local Unit, (hereinafter referred to as the “Grantee”), and collectively referred to as the Parties, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

**RECITALS**

**Whereas**, Ind. Code § 8-23-30 establishes the Local Road and Bridge Matching Grant Fund, one purpose of which is to enable the State to make matching grants to Local Units for Eligible Projects; and

**Whereas**, the Grantee uses an approved transportation asset plan on file with the State; and

**Whereas**, the Grantee is a Local Unit as defined in Ind. Code § 8-23-30-1 and is eligible to receive a grant; and

**Whereas**, the Grantee has submitted an application for an Eligible Project as defined in Ind. Code § 8-23-30-1 (the “Project”) and described in **Attachment A**, attached and incorporated by reference to this Grant Agreement; and

**Whereas**, the Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) increased local motor vehicle excise surtax or wheel tax under Ind. Code § 6-3.5; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1; and

**Whereas**, the State has chosen to fund the Grantee’s Project in accordance with the terms of this Grant Agreement; and

**Whereas**, the Grantee desires to expedite delivery of the Project, comply with all State requirements and fiscally manage the Project; and

**Now Therefore**, in consideration of the mutual covenants and promises herein contained, the Grantee and the State agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Grant Agreement.

**1. Purpose of this Grant Agreement; Grant Funds.**

The purpose of this Grant Agreement is to enable the State to award a grant to the Grantee, representing 50% of the eligible costs of the Project described in **Attachment A** of this Grant Agreement, which is incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Ind. Code § 8-23-30 establishing the authority to make this Grant, as well as any program requirements as identified by the State. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project in conformance with this Grant Agreement and for no other purpose.

## **2. Representations and Warranties of the Grantee.**

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that the Grantee was ineligible to receive the funds, or made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its officials, employees, agents or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

## **3. Implementation of and Reporting on the Project.**

The Grantee shall implement and complete the Project in accordance with **Attachment A**. Modification of the Project shall require prior written approval of the State.

## **4. Term.**

This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

## **5. Grant Funding.**

Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. The Grantee may use the State funds only for the Project described in **Attachment A**;
- B. If the Grantee uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
  - i. must immediately repay all grant funds provided to the State; and
  - ii. may not participate in the grant program during the succeeding fiscal year.
- C. The Grantee agrees to provide local matching funds equal to not less than fifty percent (50%) of the estimated project cost;
- D. The Grantee agrees that the State will disburse the funds upon the Grantee's submission of an accepted/awarded Project Bid and an executed contract with the contractor; and
- E. The Grantee agrees that the State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

## **6. Payment of Claims.**

A. All payments shall be made as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.

B. Upon the State's receipt of Grantee's accepted/awarded bid for the Project, requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State.

C. All final reports must be submitted to the State prior to the expiration or termination of this agreement. If Grant funds have been paid to the Grantee and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State in accordance with this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is \$1,000,000.00.

E. Pursuant to Ind. Code § 8-23-30-3, the Grantee's 50% match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's 50% match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

F. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a fiscal year.

## **7. Project Monitoring by the State.**

The State may conduct an on-site review of the Project once construction is completed. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, and local funds expended to date on the Project is in conformity with the amounts as set forth in **Attachments A**;

## **8. Audits and Maintenance of Records.**

A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing

from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

D. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

## 9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in Ind. Code § 4-2-6, *et seq.*, Ind. Code § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5 prior to the execution of this grant.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

D. As required by Ind. Code § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) Ind. Code § 24-4.7 [Telephone Solicitation of Consumers];

(ii) Ind. Code § 24-5-12 [Telephone Solicitations]; or

(iii) Ind. Code § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement, even if Ind. Code § 24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of Ind. Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement even if Ind. Code § 24-4.7 is preempted by federal law.

#### **10. Drug-Free Workplace Certification.**

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **11. Employment Eligibility Verification.**

As required by Ind. Code § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

## **12. Funding Cancellation.**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **13. Governing Law.**

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

## **14. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

## **15. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

- A. Notice to the State, regarding contract provisions shall be sent to:

Office of LPA/MPO and Grant Administration  
Attention: Director of LPA/MPO and Grant Administration  
100 North Senate Avenue, Room N955  
Indianapolis, IN 46204

With a copy to:

Chief Legal Counsel/Deputy Commissioner  
Indiana Department of Transportation  
100 N. Senate Avenue, Room N758  
Indianapolis, IN 46204-2216

- B. Notices to the State regarding project management shall be sent to respective District Office:

Greenfield District  
32 South Broadway Street  
Greenfield, IN 46140

- C. Notices to the Grantee shall be sent to:

City of Carmel  
1 Civic Square  
Carmel, IN 46032

## **17. Order of Precedence.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable law; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) any exhibit prepared by Grantee.

## **18. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, seek recovery or reimbursement of grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**19. Termination for Convenience.**

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**The Rest of this Page Intentionally Left Blank.**

**Non-Collusion, Acceptance**

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

**In Witness Whereof**, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

**IN WITNESS WHEREOF**, Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of the Grant Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

Grantee : **City of Carmel Local Unit**

By: see attached  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attested by: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**The State**  
**Indiana Department of Transportation**  
Recommended by:

**Indiana Department of Administration**

\_\_\_\_\_  
Chris Kiefer, Chief of Staff  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jessica Robertson, Commissioner (for)  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brandye Hendrickson, Commissioner (for)  
Date: \_\_\_\_\_

**State Budget Agency**  
\_\_\_\_\_  
Brian E. Bailey, Director (for)  
Date: \_\_\_\_\_

**APPROVED as to form and legality:**  
**Office of the Attorney General**

*Form approval has been granted by the  
Office of the Attorney General pursuant to  
IC 4-13-2-14.3(e) on June 8, 2016.  
FA 16-17*

This Instrument was prepared by: \_\_\_\_\_ on \_\_\_\_\_

Approved and Adopted this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

**ATTACHMENT A**  
**PROJECT DESCRIPTION**

Des. No.: **1601544**  
Program: **Local Roads and Bridges Matching Grants**  
Type of Project: **Intersection Improvement, Roundabout**  
Location: **4th & Rangeline roundabout & construction of 4th from 3rd to 1st**

A general scope/description of the Project is as follows:

This project will be for the construction of a roundabout at the Rangeline Road and 4th Street intersection and for the extension of 4th Street westward to 3rd Ave SW. This new roundabout will serve as the main entrance to the new Midtown Redevelopment which will be home to the new Allied Solutions Corporate headquarters.

The maximum amount of state funds allocated to the Project is **\$1,000,000.00.**

**Interlocal Agreement Between The City of Carmel, Indiana,  
And The Town of Zionsville, Indiana  
Concerning the Construction of a Path on 116<sup>th</sup> Street**

THIS AGREEMENT entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (“Carmel”) and the Town of Zionsville, Indiana (“Zionsville”),

WITNESSETH THAT:

WHEREAS, both Carmel and Zionsville are located adjacent to each in Hamilton County Indiana;

WHEREAS, Carmel intends to construct a shared use path on 116<sup>th</sup> Street between Michigan Road and Shelbourne Road (the “Path”);

WHEREAS, the Path will be approximately 5800 feet in length, approximately 700 feet of which will be located within the jurisdiction of Zionsville; and

WHEREAS, Carmel and Zionsville mutually agree that the Path will benefit both parties and that this interlocal agreement, entered into pursuant to Indiana Code 36-1-7, is in the public interest of both parties.

NOW THEREFORE, in furtherance of the above, Zionsville and Carmel jointly agree as follows:

1. The foregoing Recitals are incorporated herein by this reference.
2. Carmel shall pay for the preliminary engineering work required for the Path, at a total cost of \$126,600.00.
3. Zionsville shall reimburse Carmel for its share of the preliminary engineering costs, not to exceed \$24,800.00.
4. Zionsville agrees to make payments to Carmel for preliminary engineering services within 45 days of receipt of an invoice for services performed.
5. The parties agree to enter into an interlocal agreement to share costs for the construction phase of the Path.

6. The Parties hereto agree that any disputes under this Agreement that cannot be informally resolved will be submitted to mediation before a mutually agreeable mediator prior to either party filing suit to protect its interests hereunder.
7. This Agreement shall expire once all preliminary engineering services required for the Path have been performed and the final payment from Zionsville to Carmel has been received. The Agreement may be terminated by either party at any time upon thirty (30) days advanced written notice to the non-terminating party as follows:

To Zionsville: Mark Debruler, City Engineer, 1100 W. Oak Street, Zionsville, IN 46077 and Heather Willey, City Attorney, 1100 W. Oak Street, Zionsville, IN 46077

To Carmel: Jeremy Kashman, City Engineer, One Civic Square, Carmel, IN 46032 AND Douglas Haney, Carmel Corporation Counsel, One Civic Square, Carmel, IN 46032. However, such termination shall not relieve either party of its obligation to pay its share of those costs incurred pursuant to this Agreement prior to its termination date, which obligation shall survive the termination of this Agreement.

8. This Agreement shall be in full force and effect from and after the date on which it is last executed by a party hereto until it is terminated in conformance within the terms hereof.
9. Each party shall promptly inform the other party of any circumstance which would substantially delay, or preclude, their compliance with this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have approved this Agreement on the dates set out below.

TOWN OF ZIONSVILLE, INDIANA

  
\_\_\_\_\_

Authorized Signature

TIM HAAK, Mayor  
\_\_\_\_\_

Printed Name and Title

Date: 9/14/2016  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

Andrea L. Lacy, Director  
\_\_\_\_\_

Printed Name and Title

Date: 9/14/2016  
\_\_\_\_\_

Approved and Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

Indy Trolley, LLC  
Department of Community Relations - 2016  
Appropriation # 43-593.00; P.O. # 34254  
Contract Not To Exceed \$3,053.25

**ADDITIONAL SERVICES AMENDMENT TO**  
**AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Indy Trolley, LLC (the "Vendor"), as City Contract dated December 16, 2015 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA

INDY TROLLEY, LLC

by and through its Board of Public  
Works and Safety

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mary Ann Burke, Member

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member

FID/TIN: 64-1038874

Date: \_\_\_\_\_

Last Four of SSN if Sole Proprietor: 5188

ATTEST:

Date: 9/15/2016

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

Indy Trolley, LLC  
Department of Community Relations - 2016  
Appropriation # ; P.O. #  
Contract Not To Exceed \$3,053.25

## EXHIBIT A

The San Francisco Trolley will transport people throughout the City of Carmel to tour the beautiful Holiday lights, decorations and experience the festive Holiday shopping attractions.

December 3, 2016 – 2:00 p.m. to 5:00 p.m. – Holiday in the District - \$767.00

December 10, 2016 – 2:00 p.m. to 8:30 p.m. – Holiday Gallery Walk - \$1519.25

December 17, 2016 – 2:00 p.m. to 5:00 p.m. - \$767.00

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

PURCHASE ORDER NUMBER

**34254**

THIS NUMBER MUST APPEAR ON INVOICES, A/P VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
9/7/2016			370161	SERVICE FOR DECEMBER 3, 10 AND 17 IN THE DISTRICT

**INDYTROLLEY LLC** **Community Relations**  
**VENDOR 135 EDGEWATER DRIVE** **SHIP TO 1 Civic Square**  
**Carmel, IN 46032-**  
**NOBLESVILLE, IN 46062 -**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
8248				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: **1203** Fund: **101** General Fund

Account: **43-593.00**

1 Each

TROLLEY FOR EVENTS DECEMBER 3, 10 AND 17, 2016

\$3,053.25

**\$3,053.25**

Sub Total

**\$3,053.25**

Send Invoice To:

**Community Relations**

**1 Civic Square**

**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$3,053.25</b>

**SHIPPING INSTRUCTIONS**

\*SHIP PREPAID.

\*O.D. SHIPMENT CANNOT BE ACCEPTED.

PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

**PAYMENT**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

*Nancy Hill*  
*Dir of CRED*

9-16-16

TITLE

CONTROL NO. **34254**

CLERK-TREASURER

# CALEA® Law Enforcement Accreditation Agreement

## ADDENDUM

November 1, 2015

ADDENDUM TO AGREEMENT between the Carmel Metropolitan Police Department (Agency) and the Commission on Accreditation for Law Enforcement Agencies, Inc. (Commission).

The purpose of this ADDENDUM is to modify specific sections of the CALEA® Law Enforcement Accreditation Agreement (AGREEMENT) and incorporate new content to the AGREEMENT. To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the AGREEMENT, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the AGREEMENT.

This ADDENDUM is executed in accordance with Subsection 5.1 of said AGREEMENT that states: There shall be no modification of this Agreement except in writing, signed by both parties, and executed with the same formalities as the original accreditation document.

A new Subsection under Section 2 – Agency Responsibilities is added:

The agency agrees to:

2.3 Document standards compliance as required within the accreditation management software and provide access to authorized Commission personnel or contractors for inspection and review.

2.4 Document assessment report information as required by the program within the Commission reporting application.

Subsection 6.1 is amended as follows:

- Continuation Fees for CALEA Accreditation include access to the CALEA PowerDMS Accreditation Tool software. The software log-in credential will be provided after this Agreement is executed. CALEA reserves the right to terminate this Agreement if a Continuation Fee installment is delinquent by more than sixty days.

Subsection 6.3 is amended as follows:

The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, 25th, and 37th months following each Accreditation Award. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

A new section 18 is added as follows:

18. POWERDMS ACCREDITATION MANAGEMENT SOLUTION

18.1 CALEA recognizes PowerDMS, Inc. ("PowerDMS") as exclusive provider for CALEA accreditation management software.

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on \_\_\_\_\_, 20\_\_\_\_\_.

Witness:

By \_\_\_\_\_

By \_\_\_\_\_  
(signature)

Tim Green  
(typed name)

Chief of Police  
(title)

By \_\_\_\_\_

By \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(title)

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on SEP 24 2016.

Witness:

The Commission on Accreditation for Law Enforcement Agencies, Inc.

By Wendi Jones

By W. Craig Hartley Jr.  
Executive Director



## **PUBLICATIONS SUBSCRIPTION AND ACCESS AGREEMENT**

### **TERMS & CONDITIONS FOR SUBSCRIBERS TO THE ELECTRONIC PUBLICATIONS**

THIS SUBSCRIPTION AND ACCESS AGREEMENT ("Agreement") by and between CALEA®, Inc., a Maryland Corporation, located at 13575 Heathcote Boulevard, Suite, 320 Gainesville, Virginia 20155-6660 ("Licensor"); and Carmel Metropolitan Police Department, located at 3 Civic Square, Carmel, IN, 46032 ("Licensee") intending to be legally bound, for CALEA to provide to Licensee, subject to this Agreement, access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose.

#### **I. Content of Licensed Materials; Grant of License**

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor which includes the following:

- (a) CALEA Standards for Law Enforcement Agencies;
- (b) CALEA Standards for Public Safety Communications Agencies;
- (c) CALEA Standards for Public Safety Training Academies;
- (d) CALEA Standards for Campus Security Agencies;
- (e) CALEA Process and Programs Guide (hereinafter referred to as the "Licensed Materials");
- and
- (f) CALEA Guide to Successful Accreditation Management.

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement. In the event Licensee elects to export data from any of the electronic publications, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for public safety accreditation management or scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site, or forwarded beyond the initial export/download, without the written permission from CALEA. Licensee acknowledges CALEA® copyright and agrees to cite CALEA when using data from the publication(s).

**April 2015**

**Carmel Metropolitan Police Department**

## II. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials to the Licensee through Networked Access or Local Access via an application developed and supported by PowerDMS, Inc. (PowerDMS). The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee. Any use of PowerDMS's application or other services shall be subject to the terms and conditions set forth in Addendum A.

## III. Fees

- (a) **SUBSCRIPTION FEES** – The annual Subscription Fees are determined by CALEA customer type. Licensee shall select one of the following CALEA customer types:

**CALEA Enrolled Agencies**

Organizations currently enrolled in one of the four CALEA Accreditation Programs (Law Enforcement, Public Safety Communications, Public Safety Training Academy and CALEA Campus Security Accreditation). Each CALEA Accreditation Program comes with automatic enrollment in the applicable CALEA PowerDMS Assessment Tool(s). **Subscription payments, including the fees applicable to the CALEA PowerDMS Assessment Tool(s) in which the organization is enrolled, are included in accreditation payment installments.**

**Non-Enrolled Agencies**

Organizations currently not enrolled in one of the four CALEA Accreditation Programs. The annual subscription fee is \$900 (payments may be applied to accreditation fees after CALEA Enrollment on a prorated basis determined by CALEA).

**Non-Public Safety Academic Institutions**

Organizations that primarily serve for the purpose of providing education support and research. Libraries are an example of this customer type. The annual subscription fee is \$200.

**Individuals**

Persons not associated with a CALEA Enrolled, Non-Enrolled or Non-Public Safety Academic Institution. Individuals are not eligible for site licenses. The annual subscription fee is \$80.

CALEA reserves the right to change a Licensee's customer type at any time during the duration of Agreement.

- (b) **BILLING** -Licensee shall be billed annually, in advance, at rates set forth by CALEA on an invoice. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent and may result in a disruption of licensed materials access. NOTE: This disruption will impact the functionality of PowerDMS services for those entities subscribing to that service.

**Carmel Metropolitan Police Department**

- (c) **BILLING ENTITY** CALEA shall serve as the billing entity and, with exception of CALEA Enrolled Agencies, all invoices associated with this agreement are separate and apart from other services provided by CALEA, including but not limited to accreditation services, other software services, conference services, and other products. When applicable, fees associated with the CALEA PowerDMS Assessment Tool(s) shall be reflected as a separate line item on the invoice for collection by CALEA and remittance to PowerDMS.

#### **IV. CALEA Commitment to Customer Service**

In order to support its customers and maintain contemporary publications, and to leverage technology, CALEA may periodically make changes to the content, design and delivery of its Publications and Services. This includes the updating of standards and the respective manuals.

CALEA will make reasonable efforts to notify Licensee of changes when they are material through corporate website notices, but in any case Licensee continued use of the Subscription Services shall constitute Licensee assent to this Agreement as it is then in effect. If Licensor changes this Agreement, Licensor will make notification through electronic transmittal, and the changes will become immediately effective. Accordingly, Licensee should visit the Site periodically to review the then-current services.

#### **V. Authorized Use of Licensed Materials**

- (a) **Authorized Users** - Authorized Users are Persons Affiliated with Licensee directly or through a subscribing entity in which they are employed or directly affiliated for a specific purpose that supports the entity's mission. This may include full or part-time employees of the subscribing entity. A licensee may not share access to the publications with other entities or affiliates of other entities, or other individuals. This includes the sharing of access among public safety organizations.
- (b) **Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials. The Licensed Materials may be used for purposes of CALEA Accreditation, research, education or other noncommercial use as follows:
1. **Display** - Licensee and Authorized Users shall have the right to electronically display the Licensed Materials as necessary to support the use intent of the materials.
  2. **Digitally Copy** - Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the licensee's use and not for redistribution in any manner.
  3. **Print Copy** - Licensee and Authorized Users may print a reasonable portion of the Licensed Materials for redistribution within the non-commercial environment, but not for redistribution outside of the licensed entity.

**Carmel Metropolitan Police Department**

4. Databases - Authorized Users shall be permitted to extract or use information contained in the database for accreditation, educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
5. Electronic Links - Licensee may provide electronic links to the Licensed Materials from Licensee's intranet (internal to the entity) page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.
6. Caching - Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
7. Scholarly Sharing - Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

## **VI. Access by and Authentication of Authorized Users**

Licensee and its Authorized Users shall be granted access to the Licensed Materials. This access will be established by CALEA or PowerDMS as necessary to ensure the seamless delivery of publication services to the licensee, under protocol established by CALEA or PowerDMS. The development of specific connection protocols shall be identified and authenticated by such means as may be developed during the term of this Agreement to meet the service delivery requirements of this agreement.

## **VII. Specific Restrictions on Use of Licensed Materials**

- (a) Unauthorized Use - Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.
- (b) Modification of Licensed Materials - Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- (c) Removal of Copyright Notice - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- (d) Commercial Purposes - Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

**Carmel Metropolitan Police Department**

## **VIII. Licensor Performance Obligations**

- (a) Availability of Licensed Materials – Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.
- (b) Support – General access support will be provided by CALEA staff and technical support will be provided by PowerDMS where required.
- (c) PowerDMS services – Licensees using PowerDMS services will receive all technical support from PowerDMS as defined within the PowerDMS licensing agreement.

## **IX. Licensee Performance Obligations**

- (a) Provision of Notice of License Terms to Authorized Users - Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
- (b) Protection from Unauthorized Use - Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (1) Licensor may terminate such Authorized User's access to the Licensed Materials, (2) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (3) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.
- (c) Maintaining Confidentiality of Access - Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

## **X. Mutual Performance Obligations**

- (a) Confidentiality of User Data - Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
- (b) Implementation of Developing Security Protocols - Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

**Carmel Metropolitan Police Department**

## **XI. Term**

This Agreement shall take effect when the authorized representative of Licensee and the Executive Director of CALEA signs the Agreement. This Agreement shall be effective upon signing by the second party and payment of appropriate subscription fees, the "Effective Date." The Term of this Agreement shall be one (1) year, commencing on the Effective Date. Sections of this Agreement specific to the authorized use and users will survive any expiration, cancellation or termination of this Agreement.

## **XII. Early Termination**

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall not be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

## **XIII. Warranties**

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

## **XIV. Limitations on Warranties**

Notwithstanding anything else in this Agreement:

**Carmel Metropolitan Police Department**

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to any services provided by PowerDMS. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

#### **XV. Indemnities**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

#### **XVI. Assignment and Transfer**

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

#### **XVII. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**Carmel Metropolitan Police Department**

### **XVIII. Amendment**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

### **XIX. Severability**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **XX. Waiver of Contractual Right**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

### **XXI. Governing Law**

Laws will be governed by the state of Virginia regarding disputes arising from this agreement.

**SIGNATURE PAGE  
ACCEPTED AND AGREED:**

**Licensee**

**Signature:** \_\_\_\_\_

**Name:** Tim Green

**Title:** Chief of Police

**Date:** \_\_\_\_\_

**CALEA®**

**Signature:** W. Craig Hartley, Jr.

**Name:** W. Craig Hartley, Jr.

**Title:** Executive Director

**Date:** SEP 24 2016

**CALEA** has caused this Agreement to be executed on SEP 24 2016.

**Adm Lic 04/2015**

# **Addendum A**

## **CALEA PowerDMS Assessment Tools Terms and Conditions**

Thank you for enrolling in our CALEA PowerDMS Assessment Tool (the “Service”) utilizing our PowerDMS document management software application (collectively, “Software”), through our access-controlled website (the “Site”). These Terms and Conditions (the “Terms”) govern your subscription for the Service (the “Subscription”) and your use of the Service, the Software and the Site. These Terms also govern any use of the Service by any person who has been supplied a user identification and password for the Service by you, on your behalf or at your request (each a “User”), and you agree to be responsible for any use of the Service by any of your Users. By using the Service or permitting any User to use the Service, you agree to these Terms. If you do not agree to all of the Terms, you do not have the right to access or use, or permit any User to access or use, the Site, the Service or the Software.

### **1. Limited Right to Use Service During Subscription Period**

You are granted a nonexclusive, nonassignable, revocable right during the specified period of your Subscription (the “Subscription Period”) to access the Site and use the Service and the Software and to permit those Users included in your Subscription to do so, subject to your payment of all fees applicable to your Subscription and these Terms. At the end of the Subscription Period, the use of the Service by you and your Users will terminate unless the Subscription Period is renewed. Use of the Service may be terminated by us in the event of the breach of these Terms by you or any User.

### **2. Our Rights in the Site, the Service, and the Software**

We retain all rights in the Site, the Service, and the Software. Except as expressly provided in these Terms, no license or other right is granted to Customer or any User in the Site, the Service or the Software. Our name, logo(s), and product name(s) associated with the Service are trademarks belonging to us or to third parties, and they may not be used without our prior written consent.

### **3. Restrictions**

You agree to comply, and cause your Users to comply, with all applicable laws in using the Service.

You agree that neither you nor any of your Users will (i) modify, translate, or create derivative works of the Software; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code or any other technology used to provide the Service; (iii) sublicense, resell or distribute the Software in any manner or form; (iv) share Service login credentials with other parties, (v) “frame” or “mirror” the Service, or (vi) assign or transfer any rights with respect to the Site, the Service or the Software.

**Carmel Metropolitan Police Department**

You will not submit, or permit any User to submit, to the Service any data, information or material (“**Customer Data**”) that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party rights, invasive of personal privacy, protected by the Health Insurance Portability Accountability Act (HIPAA), and/or restricted data, as that term is defined in Title 28, Part 20, Code of Federal Regulations, or otherwise deemed objectionable by us in our sole discretion.

#### **4. Passwords and Access**

You are responsible for maintaining the security and confidentiality of, and are responsible for all activities undertaken, using the usernames and passwords assigned to your Users. You agree to notify us immediately if you become aware of any unauthorized access or use of the Service using any such username or password or otherwise.

#### **5. Your Data**

As between you and us, all Customer Data submitted by you or your Users to the Service will remain the sole property of you or such Users. You hereby grant us a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary (i) to provide, maintain and improve the Service and (ii) to confirm compliance with the terms of this Agreement.

You will have sole responsibility, and we assume no responsibility, for the Customer Data.

During the Subscription Period, you may extract (in native format or common format of digital file) and/or purge Customer Data at any time directly through the Service. We shall have no obligation to retain any Customer Data or to make the Customer Data available other than through the self-service method provided through the Service during the Subscription Period.

#### **6. Confidentiality**

“**Confidential Information**” means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in connection with the Service or these Terms and (i) would reasonably be considered to be of a confidential nature or (ii) is confirmed in writing at the time of disclosure to be confidential.

Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate, at the sole expense of the providing party, with any attempt to procure a protective order or similar treatment.

**Carmel Metropolitan Police Department**

Neither party (nor, in Customer's case, any User) will use the other party's Confidential Information except as reasonably required for the performance of the Service and these Terms. Each party agrees not to disclose (or, in Customer's case, permit its Users to disclose) the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of the Subscription Period.

Each party will, upon the request of the disclosing party, destroy all Confidential Information and all copies thereof in the receiving party's possession or control.

In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand. The disclosing party shall promptly reimburse any expense or cost (including attorneys' fees) incurred in connection with the challenge to or compliance with such legal process.

## **7. Disclaimers and Limitations**

THE SITE, SERVICE OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, SITE OR SOFTWARE. WE DO NOT WARRANT THAT USE OF THE SITE, SERVICE OR SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. WE MAKE NO WARRANTY THAT THE SITE, SERVICE OR SOFTWARE COMPLY WITH THE LAWS OF ANY JURISDICTION OTHER THAN THE UNITED STATES. WE MAKE NO WARRANTY AS TO THIRD PARTY SERVICES OR CONTENT THAT MAY BE AVAILABLE OR ACCESSIBLE THROUGH THE SERVICE.

IN NO EVENT WILL WE BE LIABLE FOR (I) ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SERVICE OR THESE TERMS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, OR (II) ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID TO US BY YOU WITH RESPECT TO THE SUBSCRIPTION.

## **8. Indemnification**

You agree to release, indemnify and hold us, our officers, employees and supporting contractors harmless from any (a) claim or demand made by any third party due to or arising out of the use of the Service by you or your Users, your violation of these Terms, or the infringement by you, any User or any of the Customer Data of any right of any person or entity, together with any court costs and reasonable attorneys' fees incurred in connection with such claim or demand, or (b) damages, losses, costs, expenses, judgments or liability arising from the use of the Service by you or your Users in any jurisdiction other than the United States.

**Carmel Metropolitan Police Department**

## **9. Modifying or Suspending Services**

We reserve the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

We reserve the right to suspend the use of the Service by any User if we believe such User's use of the Service is disrupting the Service, causing harm to our computers, systems or infrastructure or violating any applicable law or the rights of any third party (or would be likely to do any of the foregoing if continued).

The Service may also be suspended to the extent that the provision of the Service is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond our control.

## **10. Choice of Law; Jurisdiction**

These Terms will be interpreted in accordance with the laws of the State of Florida and applicable federal law, without any strict construction in favor of or against either party. Any action arising under or relating to these Terms shall lie within the exclusive jurisdiction of the State and Federal Courts located in Orange County, Florida.

## **11. Assignment; Third Parties**

You may not assign the Subscription without our prior written approval. There are no third-party beneficiaries to the Subscription or these Terms.

## **12. Entire Agreement; Waiver; Modification**

These Terms comprise the entire agreement between you and us, and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and us, regarding the subject matter contained herein. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision. We reserve the right to modify these terms from time to time, and will tell you about any modification through the Service or by an email message to the email address you provide for the purpose of receiving notifications with respect to the Service. Modifications will take effect no earlier than ten (10) business days after notice is given.

## **13. Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and these Terms will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from these Terms.

**Carmel Metropolitan Police Department**



**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Meg & Associates, LLC (the "Vendor"), as City Contract dated September 7, 2011 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Vendor shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA

MEG & ASSOCIATES, LLC

by and through its Board of Public  
Works and Safety

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mary Ann Burke, Member

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Title

\_\_\_\_\_  
Lori S. Watson, Member

FID/TIN: 87-0203559

Date: \_\_\_\_\_

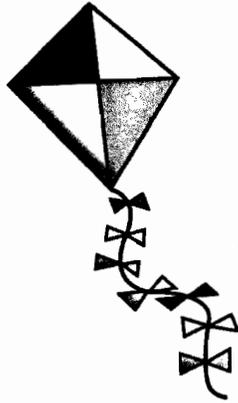
Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: Sept 25, 2014

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer

Date: \_\_\_\_\_



# MEG & Associates

Events • Promotions • Marketing • Fundraising

"Soaring to all limits for your promotional success!"

## EXHIBIT A

MEG & Associates

### SCOPE OF SERVICES & RATE SCHEDULE FOR PROFESSIONAL SERVICES FOR EVENT PLANNING

#### Rate Schedule

Event Planning Services – Coordination of Carmel on Canvas – Sept 16 – 18, 2016

Additional Services - \$10,000

#### Scope of Services:

1. Coordinating, facilitating and activating the 3 - day Carmel on Canvas event Sept 16-18, 2016.
2. Organizing the website, registration forms, and other pertinent logistical needs.
3. Organize Volunteers and other needs.
4. Help facilitate the promotional and media needs.
5. Secure materials needed for the event – shirts, lanyards, awards and any other requested items.
6. Plan and facilitate the Saturday night reception.
7. Plan and coordinate the registration.
8. Plan and coordinate the Quick Paint events – Saturday at Carmel Farmer's Market and Sunday on Main Street.
9. Coordinate the Kids Zone on Saturday afternoon.
10. Coordinate sponsorships and any fundraising requirements.

#### Expenses consist of:

- A. Printing materials or costs
- B. Postage
- C. Flyers, brochures, any promotional materials
- D. Operational expenses or computer expenses (internet)
- E. Any other miscellaneous expenses

*Meg Malachuk*

MEG and Associates

July 31, 2016

Date

EXHIBIT A

1 of 1

\_\_\_\_\_  
Date

**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, **Vendor shall provide the City with documentation that it has enrolled and is participating in the E-Verify program.** This Agreement shall not take effect until said Affidavit is signed by Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-verify program. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

Exhibit "C"  
E-Verify Affidavit

MEG: Associates, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by MEG: Associates (the "Company") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Company and have the authority to act on behalf of the Company.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 26 day of September, 2014.

Mary Ellen Osborne  
Printed: Mary Ellen G Osborne

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Mary Ellen G Osborne  
Printed: Mary Ellen G Osborne

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**34255**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
9/22/2016			365626	EVENT PLANNING SERVICES FOR CARMEL ON CANVAS

**MEG & ASSOCIATES LLC**  
**VENDOR 9875 LAKEWOOD DR EAST**  
**INDIANAPOLIS, IN 46280 -**

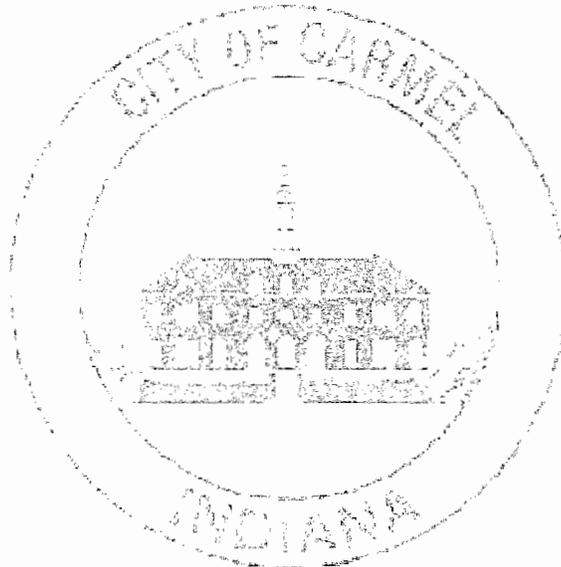
**Community Relations**  
**SHIP TO 1 Civic Square**  
**Carmel, IN 46032-**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
8707				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-593.00

1 Each	EVENT PLANNING SERVICES FOR CARMEL ON CANVAS	\$10,000.00	\$10,000.00
		Sub Total	\$10,000.00



Send Invoice To:  
**Community Relations**

**1 Civic Square**  
**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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**SHIPPING INSTRUCTIONS**

- \*SHIP PREPAID.
- \*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- \*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- \*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

**PAYMENT**

**\$10,000.00**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

*SC Engeling*  
*Du...*

TITLE

CONTROL NO. 34255

CLERK-TREASURER

Nancy Heck OK NSH 9-20-16  
Lt. Jeff Horner OK JH 9-21-16  
Adam Harrington OK 9-20-16 AH

# CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: CARMEL SISTER CITIES INC.

Point of Contact: BARB MOSHIER

Address: 12064 CLUBHOUSE DR.

City, State, Zip: FISHERS, IN. 46038

Home Phone: (317) 845-5797 Cell Phone: ( ) —

Email Address: barbmoshier@att.net Fax Number ( ) —

For Profit Organization: — Non-Profit Organization:  Individual: —

Day and Date Requested: SUNDAY OCT. 16, 2016

Time Requested: 3:00 a.m./(p.m.) to: 6:00 a.m./(p.m.) (This includes set-up and clean-up time.)

Rehearsal Date: — Time: — a.m./p.m. to — a.m./p.m.

City Facility Requested: Gazebo  Fountain Area — Japanese Garden

Palladium Center Green — Caucus Room (1/3) — (2/3) — Council Chambers —  
(IN CASE OF RAIN ONLY)

Special Requests: Electricity — Fountain Restroom — Other —

Purpose: COMMUNITY GET-ACQUAINTED PICNIC Number of People Expected: 50+

Vendors: Yes — No  (See Item 5, City of Carmel Facility Use Policy attached)

City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: —

Neighborhood Street Closing (Street(s), Address(es) Blocked) —

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Received this 19<sup>th</sup> day of September, 2016.

## Mayor's Office

Approvals / Date  
Nancy Heck OK NSH 9-20-16  
Lt. Jeff Horner OK JH-9-15-16  
Adam Harrington OK AH-9-15-16

# CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: Rachael Burt

Point of Contact: \_\_\_\_\_

Address: 14453 Whisper Wind Dr.

City, State, Zip: Carmel IN 46032

Home Phone: 317-259-6000 Cell Phone: 317 313-6276

Email Address: rsburt23@icloud.com Fax Number ( ) \_\_\_\_\_

For Profit Organization: \_\_\_\_\_ Non-Profit Organization: \_\_\_\_\_ Individual:

Day and Date Requested: Sat Oct 22nd from 3 pm - 9 pm

Time Requested: 3 a.m. (p.m.) to: 9 a.m. (p.m.) (This includes set-up and clean-up time.)

Rehearsal Date: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

City Facility Requested: Gazebo \_\_\_\_\_ Fountain Area \_\_\_\_\_ Japanese Garden \_\_\_\_\_  
Palladium Center Green \_\_\_\_\_ Caucus Room (1/3) \_\_\_\_\_ (2/3) \_\_\_\_\_ Council Chambers \_\_\_\_\_

Special Requests: Electricity \_\_\_\_\_ Fountain Restroom \_\_\_\_\_ Other \_\_\_\_\_

Purpose: Ponds West HOA Fall Festival Number of People Expected: 100-125

Vendors: Yes  No \_\_\_\_\_ (See Item 5, City of Carmel Facility Use Policy attached)

City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: \_\_\_\_\_

Neighborhood Street Closing (Street(s), Address(es) Blocked) Ponds Pointe between Twin Oaks Drive and Quail Pointe Drive

Addresses blocked: 575 Ponds Pointe, 580 Twin Oaks and 14450 Twin Oaks Dr  
The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Received this 15<sup>th</sup> day of September, 2016.

Mayor's Office

Approvals / Date  
Nancy Heck AK on behalf of NH  
Lt. Jeff Horner OK-JH-9-27-16  
Adam Harrington OK-AH-9-28-16

**CITY OF CARMEL**  
**FACILITY USE REQUEST FORM**

Name/Organization: Indiana Bicentennial Celebration Station

Point of Contact: Melanie Lentz

Address: One Civic Square

City, State, Zip: Carmel

Work Phone: (317) 571-2495 Cell Phone: (317) 460-3498

Email Address: mlentz@carmel.in.gov Fax Number ( ) \_\_\_\_\_

For Profit Organization: \_\_\_\_\_ Non-Profit Organization:  Individual: \_\_\_\_\_

Day and Date Requested: October 13, 2016 – Event is 3:30 – 5:30 p.m.

Time Requested: 11 a.m./p.m. to: 7 a.m./p.m. (This includes set-up and clean-up time.)

Rehearsal Date: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

City Facility Requested: Gazebo \_\_\_\_\_ Fountain Area \_\_\_\_\_ Japanese Garden \_\_\_\_\_

Palladium Center Green  Caucus Room (1/3) \_\_\_\_\_ (2/3) \_\_\_\_\_ Council Chambers \_\_\_\_\_

Special Requests: Electricity \_\_\_\_\_ Fountain Restroom \_\_\_\_\_ Other Tarkington RR's

Purpose: Celebration Station Number of People Expected: Approx. 300

Vendors: Yes  No \_\_\_\_\_ (See Item 5, City of Carmel Facility Use Policy attached)

City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: \_\_\_\_\_

Neighborhood Street Closing (Street(s), Address(es) Blocked)  Close Center Green drive including the parking \_\_\_\_\_

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Received this 27<sup>th</sup> day of September, 2016.

**Mayor's Office**

Revised: 01/22/16

Nancy Heck OK 9-26-16 NSH  
Lt. Jeff Horner OK-9-23-16 JH  
Adam Harrington OK-9-23-16 AH

# CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: The City of Carmel / Carmel on Canvas

Point of Contact: Nancy Heck / Meg Osborne

Address: 1 Civic Square

City, State, Zip: Carmel, IN 46280

Home Phone: ( ) \_\_\_\_\_ Cell Phone: (317) 590-7522

Email Address: Meg @ Megpromo.com  
NHeck@carmel.in.gov Fax Number ( ) \_\_\_\_\_

For Profit Organization: \_\_\_\_\_ Non-Profit Organization:  Individual: \_\_\_\_\_

Day and Date Requested: Sat. 9-16 - Sunday 9-17-17

Time Requested: Saturday All Day a.m./p.m. to: Sunday 9 a.m./(p.m.) (This includes set-up and clean-up time.)

Rehearsal Date: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

City Facility Requested: Gazebo \_\_\_\_\_ Fountain Area \_\_\_\_\_ Japanese Garden \_\_\_\_\_  
Palladium Center Green \_\_\_\_\_ Caucus Room (1/3) \_\_\_\_\_ (2/3) \_\_\_\_\_ Council Chambers \_\_\_\_\_

Special Requests: Electricity \_\_\_\_\_ Fountain Restroom \_\_\_\_\_ Other 2<sup>nd</sup> Ave N.W.

Purpose: Carmel on Canvas - Artist Lane Number of People Expected: 1000

Vendors: Yes \_\_\_\_\_ No \_\_\_\_\_ (See Item 5, City of Carmel Facility Use Policy attached)  
City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: \_\_\_\_\_

Neighborhood Street Closing (Street(s), Address(es) Blocked) 2<sup>nd</sup> Ave N.W.

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Received this 22nd day of September, 2016.

## Mayor's Office



JAMES BRAINARD, MAYOR

September 16, 2016

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: LANE RESTRICTIONS/OPEN PAVEMENT CUTS – VARIOUS LOCATIONS – METRONET FIBER OPTIC CABLE**

Dear Board Members:

Mr. Steve Biggerstaff, Metronet Fiber Optic Cable, is requesting approval for lane restrictions and open pavement cuts at various locations for the installation of fiber optic cable for provision of fiber telecom service to future Carmel customers and communities.

The installation of fiber cable will consist of an area bound by 146<sup>th</sup> Street, US 31, Main Street/Smokey Row Road and River Road. (**Location map attached as Carmel NE Feeder**). Detailed construction drawings will be provided to the Department of Engineering as work proceeds. Work is to begin mid-October and will take up to one (1) year for completion. Work will follow Duke power cable routes and will not require any separate, stand-alone telecom poles. Directional bores will be provided where power cables are buried.

The Department of Engineering recommends that the Board approve the requested open pavement cut, core drilling and lane restrictions contingent upon satisfaction of the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The petitioner agrees to meet with the Department of Engineering to develop traffic control plans as work proceeds. Such plans shall conform to the requirements of the Indiana Department of Transportation Work Zone Safety Manual.
- One lane of traffic shall be maintained at each location at all times by use of flaggers and other means of traffic restriction methods.
- The petitioner agrees to obtain Department of Engineering approval of the traffic control plan prior to commencing the work. Lane restrictions shall be placed to direct traffic routing around the work site and to avoid and minimize impact of other city streets.
- Any damage to the existing improvements within the right-of-way of roadways shall be restored to the satisfaction of the City when the work is complete.
- Lane restrictions shall take place during the hours of 9:00 AM and 3:00 PM. The petitioner shall notify the Department of Engineering if the work is expected to extend beyond these hours. Work shall endeavor to restrict traffic and not fully close the roadway.
- Access to residential and/or commercial properties within work areas shall be maintained at all times during construction.

- No equipment or materials shall be stored in the rights-of-way outside of work construction hours.
- Open pavement cuts shall be restored in accordance with Carmel City standards.
- Core drill test holes, if required, shall be reset with the existing core plug utilizing the "Utilicoring System" provided by Utilicor Technologies, Inc. or equal. The petitioner is to work with the Department of Engineering to establish any acceptable repairs for the pavement if needed.
- Should any sidewalk or pathway require closure the petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the walkway prior to the closure. Signage identifying the sidewalk/pathway closure and detour route shall be posted prior to the closure and a sign, measuring at least 18" x 12", shall be posted on each side of the closure reading "SIDEWALK CLOSED".

Sincerely,



Jeremy Kashman, P.E.  
City Engineer

Attachments

S:\BPW16\CLOSURES\METRONETVARIOUSLANERESTRICTIONS PHASE2.DOC



September 15, 2016

VIA email: [cwarner@carmel.in.gov](mailto:cwarner@carmel.in.gov)

Mr. Caleb Warner  
Right-of-Way Inspector  
City of Carmel  
One Civic Square  
Carmel, IN 46032

RE: Board of Public Works

Dear Mr. Warner:

As we discussed, this letter is MetroNet's request for approval from the City of Carmel's Board of Public Works for an additional blanket permit for possible street cuts resulting from utility conflicts as they may arise in northeast Carmel. MetroNet's fiber optic cables will generally follow (parallel) Duke Energy's power cables. Typically, where the power cables are overhead, MetroNet's fiber optic cables will be installed overhead, attached to the existing utility poles. MetroNet will not set separate, stand-alone telecom poles. Where the power cables are buried, MetroNet contractors will directional bore the placement of the conduit to contain the fiber optic cables.

Additionally, as part of this request, MetroNet seeks approval for possible lane closures required for utility work along major thoroughfares as and where required by the City. Construction is scheduled to begin mid October 2016 and may take up 1 year to complete.

This area of MetroNet fiber construction is generally described as the majority of an area bound by 146<sup>th</sup> Street, US 31, Main St/Smokey Row Rd (zigzag pattern), and River Rd (please see attached Carmel NE Feeder Map). MetroNet will provide detailed construction drawings showing the design location of the conduit and fiber along individual streets. The drawings will also show subdivision lots.

For a brief background, MetroNet is an 100% fiber optic (fiber-to-the-premise) telecom service provider offering gigabit Internet, robust fiber TV and crystal clear phone services in 25 Indiana communities. MetroNet is headquartered in Evansville, IN and provides fiber services in nearby Westfield, Lebanon, Greenwood, and Franklin.

Respectfully submitted,

*Steve Biggerstaff*

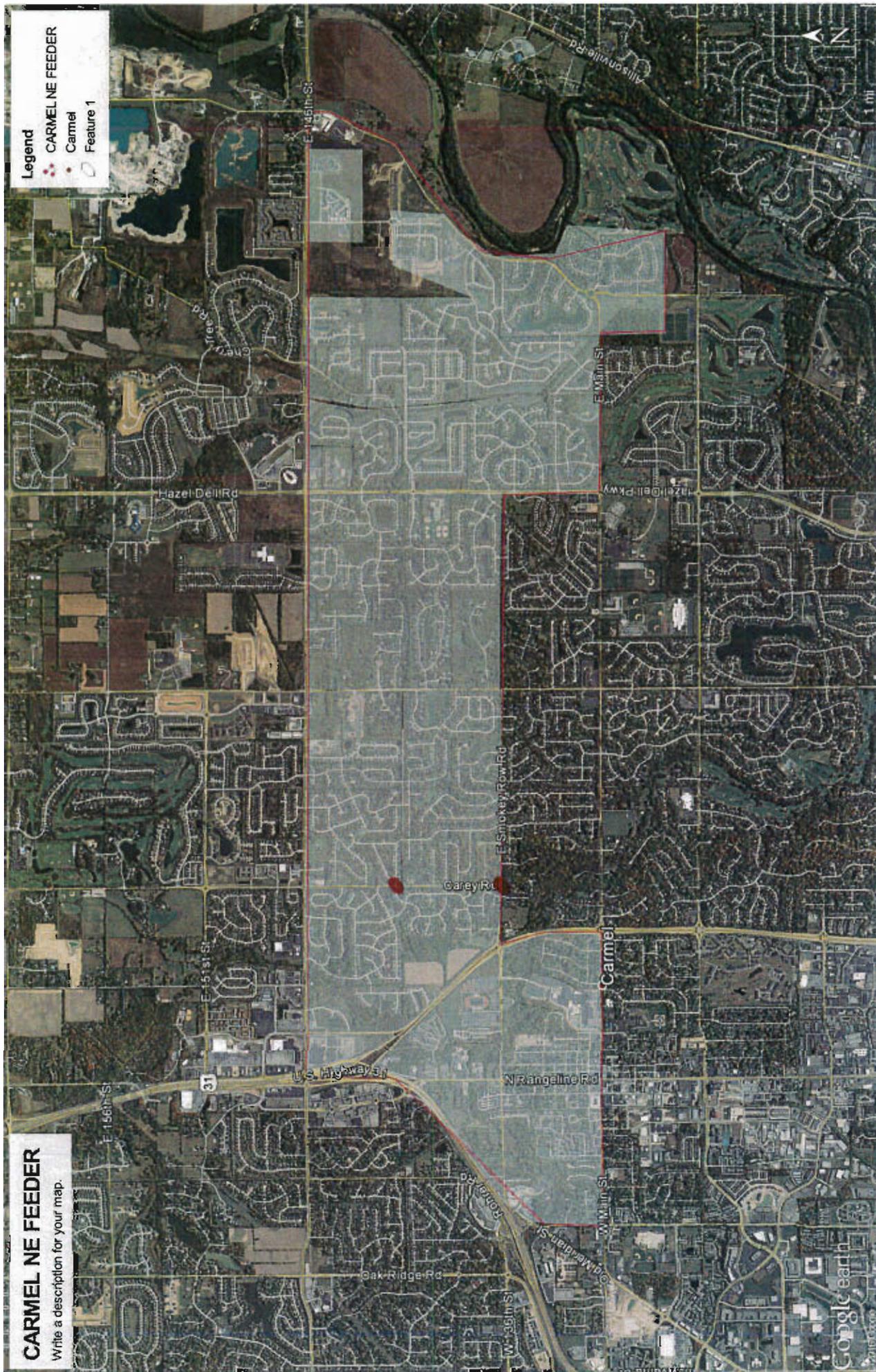
Steve Biggerstaff

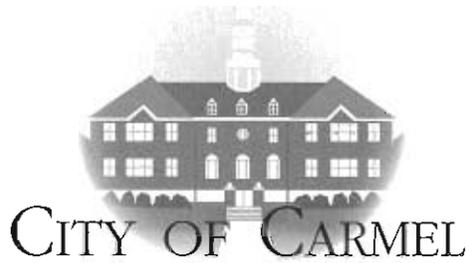
# CARMEL NE FEEDER

Write a description for your map.

## Legend

- CARMEL NE FEEDER
- Carmel
- Feature 1





September 19, 2016

JAMES BRAINARD, MAYOR

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: LANE RESTRICTION – OLD MERIDIAN STREET – AVANT APARTMENTS**

Dear Board Members:

Mr. Michael Diamente, Land Development Specialist for Edward Rose Development, is requesting approval for a temporary lane restriction of Old Meridian Street in association with the construction of the Avant Apartments. The request pertains to delivery activities at the site and would consist of frequent and/or infrequent unloading of delivery vehicles and semi-trailer trucks. Lane restriction would be at random times during the day and would last between one to two hours.

It is anticipated that delivery vehicles would temporarily stage within the on-street parking stalls on the west side of Old Meridian Street, adjacent to the construction of the building with the south-bound, western-most lane restricted during the unloading operation. The remaining south bound lane of Old Meridian Street would be available for passing traffic. (Location exhibit attached)

Temporary channeling devices and signage would be erected upon arrival of delivery vehicles. When unloading is complete, the vehicles will leave the site and the traffic control devices will be removed when temporary restriction is no longer required.

The Department of Engineering recommends that the Board approve the requested lane restriction contingent upon satisfaction of the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The petitioner agrees to meet with the Department of Engineering to develop a traffic control plan as work proceeds. Such plan shall conform to the requirements of the Indiana Department of Transportation Work Zone Safety Manual.
- One lane of southbound traffic on Old Meridian Street at the work area shall be maintained at all times by use of traffic restriction methods.
- Lane restriction shall be placed to direct traffic routing around the work site and to avoid and minimize impact of other city streets.
- Any damage to the existing improvements within the right-of-way of Old Meridian Street shall be restored to the satisfaction of the City when the work is complete.
- Work shall endeavor to restrict traffic and not fully close the roadway.
- Access to any commercial properties within work area shall be maintained at all times during construction.

Page 2 of 2  
AVANT APARTMENT LANE RESTRICTION.DOC  
September 19, 2016

- No equipment or materials shall be stored in the rights-of-way outside of work construction hours.

Sincerely,



Jeremy Kashman, P.E.  
City Engineer

Attachments

S:\BPW16\CLOSURES\AVANTAPARTMENTLANERESTRICTION.DOC



September 16, 2016

**Re: Request for Temporary Lane Restriction  
Old Meridian Street - Avant Apartments, Carmel, IN**

Please accept the following as a **formal request** from the City of Carmel, Board of Public Works, to permit a Temporary Lane Restriction within the R/W of Old Meridian Street associated with the delivery activities for Avant Apartments. The temporary lane restriction should last between one (1) and two (2) hours for the purposes of unloading delivery vehicles and semi-trailers. These may be frequent or infrequent and at random times through the day. We are making this request for the duration of the project, which is scheduled to be complete by Fall 2017.

At this time, we anticipate delivery vehicles will temporarily staged within the on-street parking stalls on the west side of Old Meridian Street, adjacent to the construction of the building with the south-bound, western-most lane restricted during the unloading operation. This will leave one south-bound lane available for passing traffic.

We will erect temporary channeling devices and posts sign as required when the vehicles arrive. When unloading is complete, these vehicles will leave the site and said traffic control devices will be removed when temporary restriction is no longer warranted.

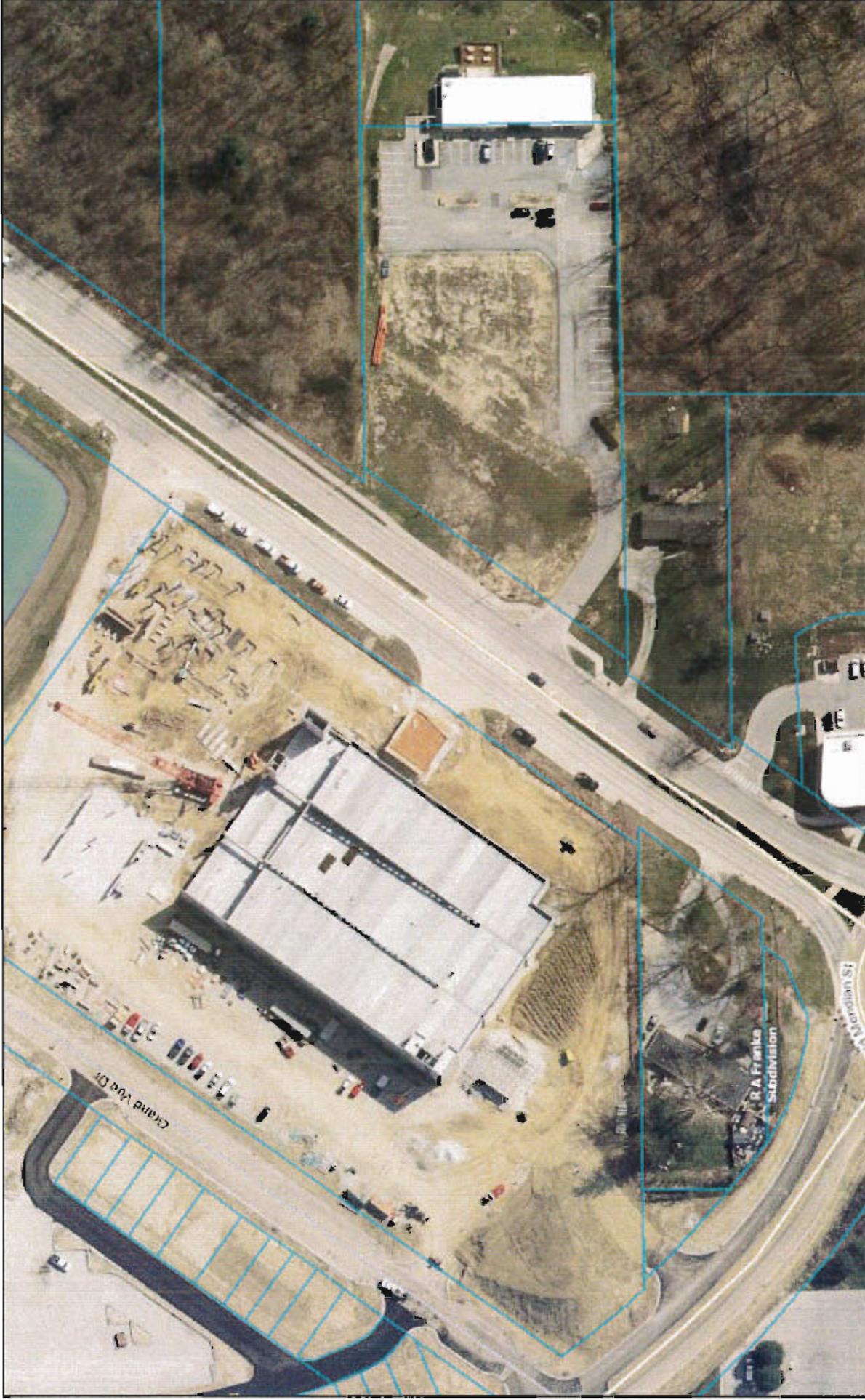
Please let me know if you have any questions.

Sincerely,

Michael J. Diamente, PE  
Land Development Specialist  
Edward Rose Development Company, LLC



# AVANT APARTMENTS SITE



September 19, 2016

Parcels



1:1,423

0 0.01 0.02 0.04 mi  
0 0.0175 0.035 0.07 km

Basemap information here



September 26, 2014

Board of Public Works and Safety     JAMES BRAINARD, MAYOR  
One Civic Square  
Carmel, Indiana 46032

**RE: ADDITIONAL CURB CUT REQUEST – 10520 ROXLEY BEND – LOT 5 WINDSOR GROVE II**

Dear Board Members:

Mr. Tim Logan, President of Timothy Homes, has requested approval for an additional curb cut for a newly constructed single family residence at 10520 Roxley Bend. Request is being made for provisions of guest entrance and off-road visitor parking on the property. The additional curb cut will consist in creating a circular drive onto the residence from Iron Horse Lane to Roxley Bend. (Exhibits Attached)

There are no alignment or line of sight issues associated with this request within the residential streets.

The Department of Engineering recommends that the Board approve the requested additional curb cut contingent upon satisfaction of the following requirements:

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8), 6-227(b).
- The portion of the proposed entrance within the right-of-way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6). The driveway shall meet the requirements of City of Carmel Standard drawing 10-17 (Residential Driveway)
- Apron within right-of-way shall not exceed maximum width indicated on the City Standard Detail.
- The aprons within the right-of-way shall be 6" minimum thickness concrete.
- If required, any existing sidewalk shall be sawcut to a clean edge at the nearest existing joint past the limits of removal.
- Any damage to the existing improvements within the right-of-way of Iron Horse Lane or Roxley Bend shall be restored to the satisfaction of the City when the work is complete.
- Iron Horse Lane and Roxley Bend shall be kept clean of dirt and debris at all times.

Sincerely,

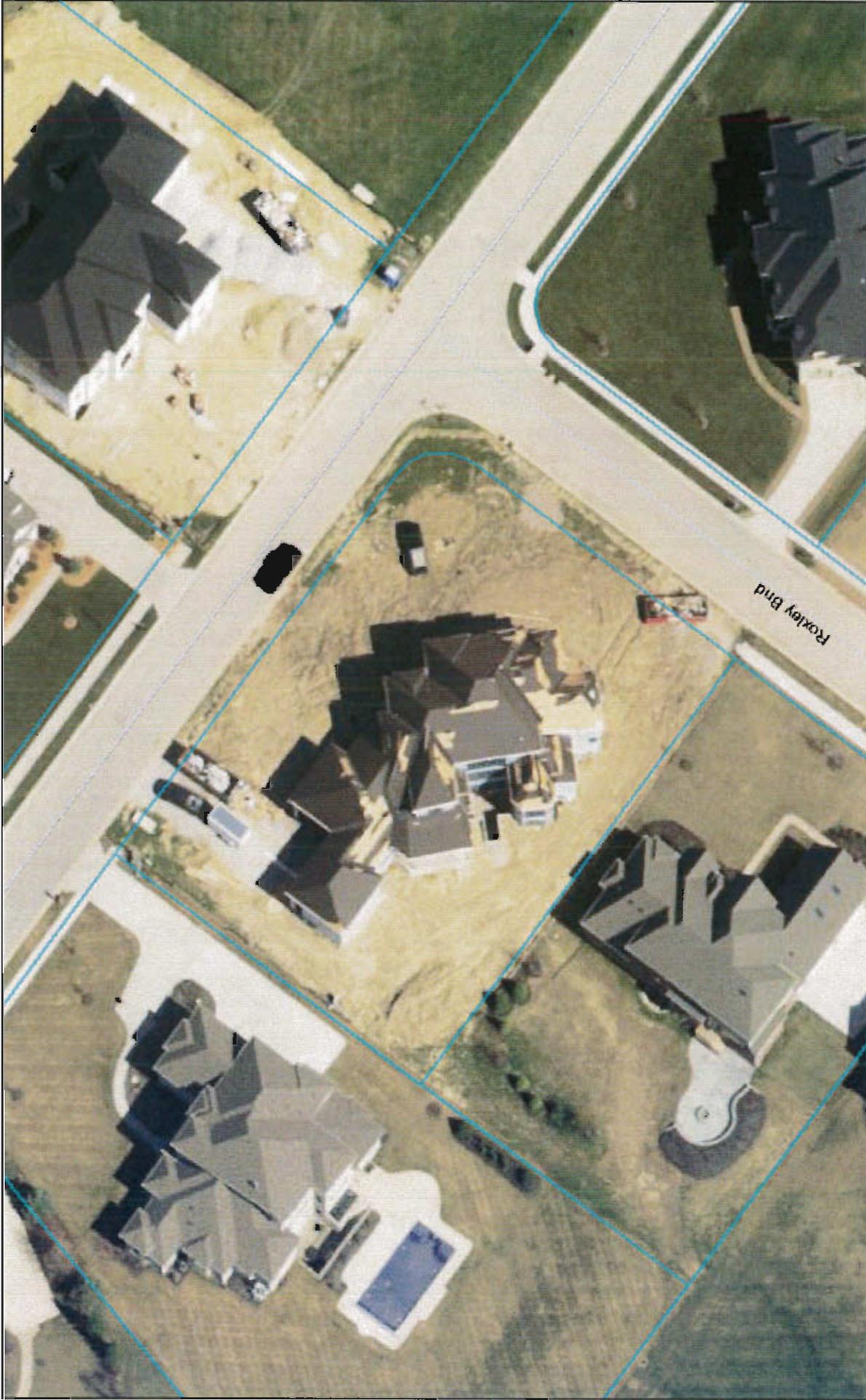
Jeremy Kashman, P.E.  
City Engineer

Attachments

**S:\BPW16\MISC\10520ROXLEYBENDDRIVEWAYADDITION.DOC**

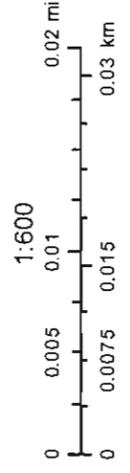


# 10520 Roxley Bend

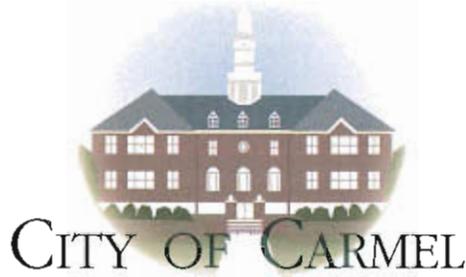


September 26, 2016

Parcels



Basemap information here



September 27, 2016

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

JAMES BRAINARD, MAYOR

**RE: LANE RESTRICTION & OPEN PAVEMENT CUTS – OLD MERIDIAN STREET & CARMEL DRIVE - EARTH EXPLORATION, INC.**

Dear Board Members:

Mr. Kyle Zak, Geotechnical Engineer for Earth Exploration, Inc., is requesting approval for lane restriction and open pavement cuts on Old Meridian Street and Carmel Drive to perform vertical soil borings for the proposed City Carmel intersection improvements project. (Location exhibit attached)

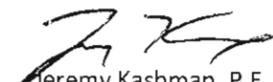
A total of 5 vertical borings will be performed for the evaluation, four (4) of which will require open pavement boring and the other in a wooden area. The borings will be in a diameter of 8" and will be in depths of 15 feet. The borings within the pavement will take approximately one hour per boring with drilling activities anticipated to be completed in one day.

Work is scheduled for October 2016.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cuts conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work.
- Any damage to the existing improvements within the right of way of Old Meridian Street and Carmel Drive shall be restored to the satisfaction of the City when work is completed.
- Traffic shall be maintained at all times during the work. A minimum 10' lane shall be provided at all times. Work shall endeavor to restrict traffic and not fully close the roadway.
- Access to all adjoining residences and/or commercial businesses shall be maintained at all times.
- The petitioner understands that approval by the Board is for lane restrictions and open pavement cuts only.
- Pavement shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.

Sincerely,



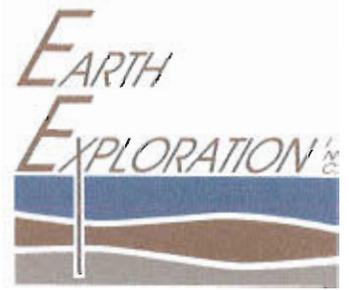
Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\EARTHEXPLORATIONOLDMERIDIAN&CARMELDRCOREDRILL.DOC

September 26, 2016

Mr. Caleb Warner  
City of Carmel  
Department of Engineering  
One Civic Square  
Carmel, IN 46032



7770 West New York Street  
Indianapolis, IN 46214-2988  
317-273-1690 (FAX) 317-273-2250

2204 Yankee Street  
Niles, MI 49120  
269-262-4320 or 574-233-6820  
(FAX) 269-262-4479

Re: Geotechnical Engineering Evaluation  
Old Meridian Street and Carmel Drive  
Intersection Improvements  
Carmel, Hamilton County, Indiana  
EEI Project No. 1-16-461

Dear Mr. Warner:

Earth Exploration, Inc. (EEI) will be performing 5 vertical soil borings at the intersection of Old Meridian Street and Carmel Drive regarding the city of Carmel's intersection improvements project. The improvements are anticipated to include a new roundabout and up to 300 ft of reconstruction of each leg of the intersection. Four of the five borings will be performed in the pavement, and one will be performed in the wooded area north of the intersection. Borings will be advanced to depths of 15 ft with a diameter of about 8 inches. Indiana 811 will be notified and utilities located prior to our field activities. The location of the borings within the pavement will be such that we will need to temporarily close the lane during drilling activities. Drilling activities should take approximately one hour per boring location. EEI will provide traffic control including traffic cones and appropriate signs. Attached is an aerial photograph showing the proposed boring locations. We anticipate performing this work during October of 2016, and it will likely take one day to complete the drilling activities. I will keep you undated on the start date if changes occur. Kyle Zak from our office is the project manager and can be reached at [kzak@earthengr.com](mailto:kzak@earthengr.com) if you have any questions.

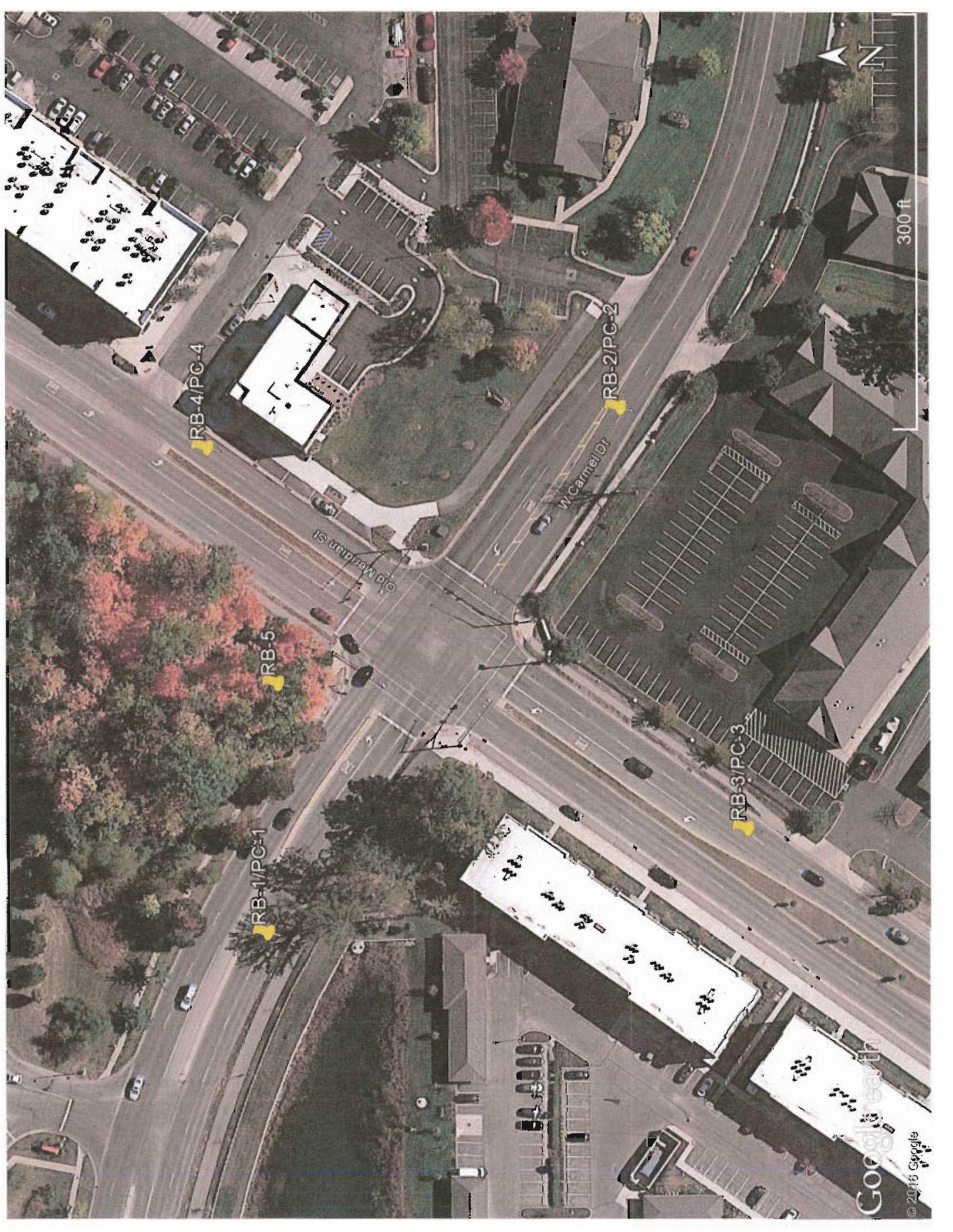
Thank you for your assistance.

Sincerely,

**EARTH EXPLORATION, INC.**

A handwritten signature in black ink, appearing to read 'Kyle L. Zak'.

Kyle L. Zak, E.I.  
Geotechnical Engineer



RB-4/PC-4

RB-5

RB-1/PC-1

RB-2/PC-2

RB-3/PC-3

W Carmel Dr

Old Meridian St

300 ft



Google Earth

© 2016 Google

# Memo

**To:** Doug Haney, Corporation Counsel  
**From:** Lisa Scott  
**CC:** Jeremy Kashman  
**Date:** 09/16/16  
**Re:** Sidewalk Easement Agreements - Carmel View Drive #16-SW-12

---

Doug, please find attached 9 originals of sidewalk easement agreement between the City of Carmel and homeowners of Carmel View. This is for the drainage improvements on Carmel View Drive. Please review and stamp for the next BPW meeting

Thank you,

Lisa Scott

# CROSSROAD ENGINEERS, P.C.

3417 Sherman Drive  
 Beech Grove, IN 46107  
 Phone: 317-780-1555  
 Fax: 317-780-6525



## LETTER OF TRANSMITTAL

To: Kate Lustig Date: 9/14/2016  
City of Carmel, 2016 Stormwater Bond Project: #16-SW-12 Carmelview  
One Civic Square Drainage  
Carmel, IN 46032

### WE ARE SENDING YOU

- Attached
- Shop Prints  Samples  Specifications
- Drawings
- Copy of Change Order \_\_\_\_\_
- Letter

Copies:	Date:	Description:
1	9/14/16	Sidewalk Easements for 120,130,140,150,160,200,210,220,230 Carmel-View Drive.

### THEY ARE TRANSMITTED AS CHECKED BELOW:

- For Approval  Approved as submitted  Resubmit  blue-line sets w/binder
- For your use  Approved as noted  Resubmit  Xerox sets w/binder
- As requested  Returned for corrections  Return  corrected prints
- For bids due  20\_\_

Remarks: Kate – These are ready for BPWS to execute. Please let us know if you need anything else from us.

Signed Lance Stahley

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**CONSENT TO ENCROACH**



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Randall Reed & Cynthia Reed, 1830 Derry Ln, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 98 ("Lot") in Village of West Clay, Section 9007 which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 3, Slide 665, Instrument Number 200500042565 in the Office of the Hamilton County Recorder on July 11, 2005, as Village of West Clay, Section 9007 (the "Plat"); and

WHEREAS, the current Owner wishes to install plantings and landscaping on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 10' Drainage Utility and Sewer Easement, identified as "10' DU&SE" on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on 9/21/16; and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

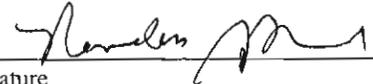
WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

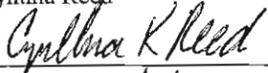
NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

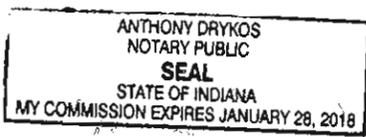
1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Randall Reed  
  
 Signature \_\_\_\_\_  
 Date: 9/1/16

Cynthia Reed  
  
 Signature \_\_\_\_\_  
 Date: 9/1/16



STATE OF INDIANA            )  
   ) SS:  
 COUNTY OF HENDRICKS )

Before me, a Notary Public in and for said County and State, personally appeared RANDALL REED & CYNTHIA REED by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 1<sup>st</sup> day of SEPTEMBER, 2016.

  
 NOTARY PUBLIC  
ANTHONY DRYKOS  
 Printed Name

My Commission Expires:  
JANUARY 28, 2018

My County of Residence: HENDRICKS

"CITY"

CITY OF CARMEL, INDIANA,  
BY AND THROUGH ITS BOARD OF  
PUBLIC WORKS AND SAFETY

BY: \_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
Printed Name  
My County of Residence: \_\_\_\_\_

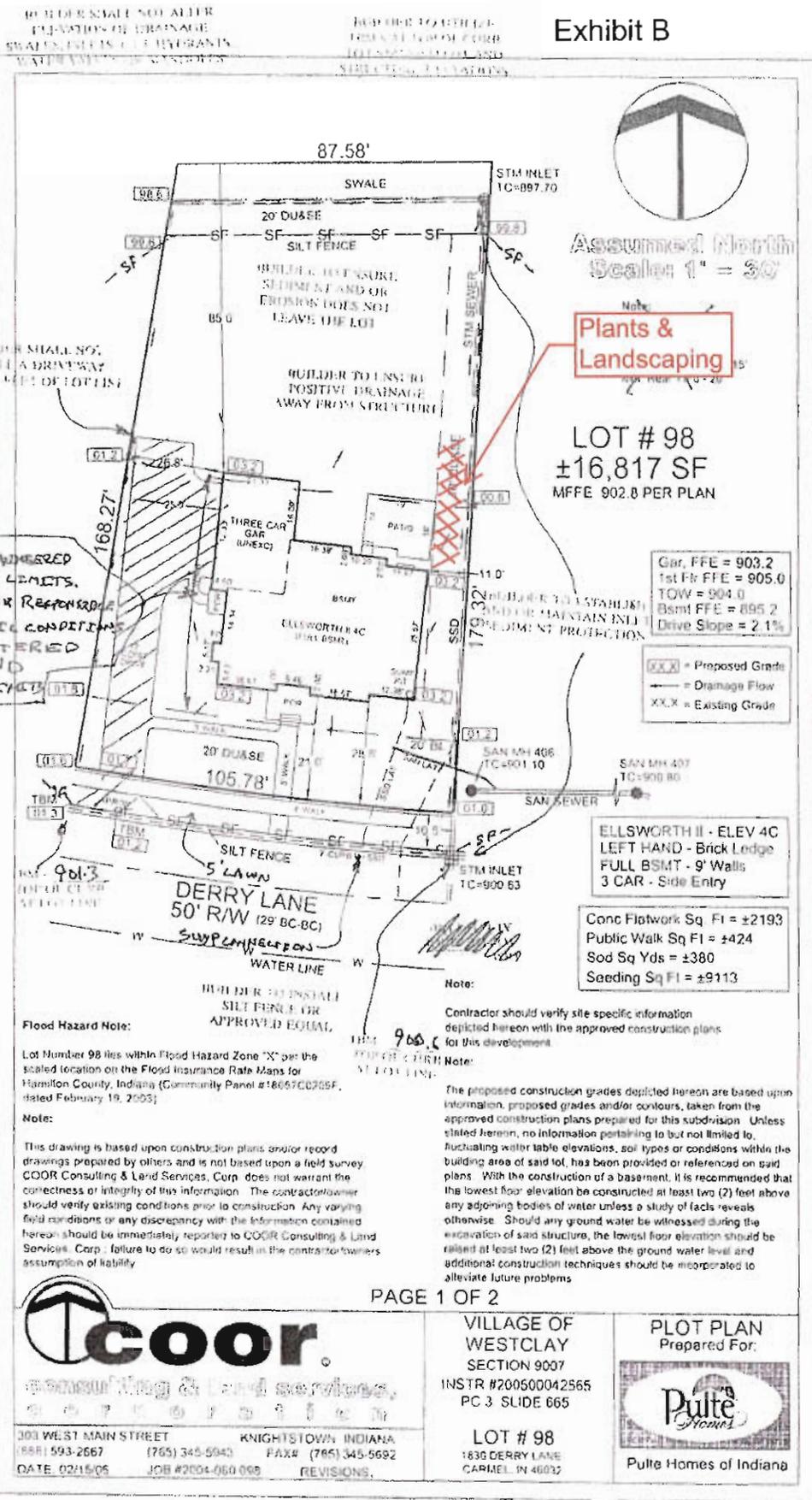
This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

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. Douglas C. Haney, Esquire

## EXHIBIT A

LOT 98 RECORDED IN PLAT CABINET 3, SLIDE 665, INSTRUMENT NUMBER 200500042565 IN THE OFFICE OF THE HAMILTON COUNTY RECORDER ON JULY 11, 2005, AS VILLAGE OF WEST CLAY, SECTION 9007

Exhibit B



PAGE 1 OF 2

**coor.**  
Consulting & Land Services,  
CORPORATION

303 WEST MAIN STREET KNIGHTSTOWN, INDIANA  
(888) 593-2667 (765) 345-5943 FAX# (765) 345-5692  
DATE: 02/15/05 JOB #2004-060 005 REVISIONS:

VILLAGE OF WESTCLAY  
SECTION 9007  
INSTR #200500042565  
PC 3 SLIDE 665

**LOT # 98**  
1836 DERRY LANE  
CARMEL, IN 46032

**PLOT PLAN**  
Prepared For:

**Pulte Homes**

Pulte Homes of Indiana

SANITARY SEWER EASEMENT ENCROACHMENT  
AND

HOLD HARMLESS AGREEMENT BETWEEN  
CLAY TOWNSHIP REGIONAL WASTE DISTRICT

AND

RAUDALL J. REED

THIS AGREEMENT made this 19<sup>th</sup> day of SEPT., 2016 by and between CLAY TOWNSHIP REGIONAL WASTE DISTRICT, a regional waste district with principal offices located at 10701 North College Ave. Suite A, Indianapolis IN 46280 (hereinafter called CTRWD) and RAUDALL J. REED, whose property is located 183A DEERY LN CARMEL IN 46032, (hereinafter called the OWNER), for the purpose of holding CTRWD harmless for the removal or destruction of landscaping and/or structures located on the OWNER's property and within utility easements held by CTRWD.

WHEREAS, OWNER of a parcel of land in the City of Carmel, Hamilton County, Indiana, more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, OWNER has constructed or will construct landscaping and/or minor structures such as a private driveway or other similar structures, as part of its improvements of the parcel described in Exhibit A within the 10' Drainage, Utility and Sewer easement(s) and

WHEREAS, CTRWD is grantee of the utility easement(s) described above and has an obligation to maintain and repair utility lines in order to serve the citizens of the Clay Township; and

WHEREAS, OWNER agrees to pay/reimburse and hold CTRWD harmless from any expenses incurred by CTRWD by CTRWD's use of the utility easement(s) resulting in the destruction and/or removal of said existing and/or future landscaping and/or structures; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. OWNER agrees to immediately remove at its own expense any encroachment located within CTRWD's utility easement once notified by CTRWD to do so.
3. OWNER shall hold harmless and indemnify CTRWD from and against all claims, liability and expense arising from the aforesaid encroachments, landscaping and/or structures, now existing or hereafter constructed, including the expense of removing, relocating, restoring and replacing same.
4. CTRWD shall be held harmless by OWNER and shall not be responsible for the damage, destruction or replacement of landscaping, structure, irrigation lines, etc. within the utility easement(s).

5. CTRWD shall be entitled to make repairs as they may deem necessary and advisable to utility lines within the easement(s) without prior notice to OWNER.

6. OWNER agrees that any structures placed within the utility easement shall be limited to minor structures only, such as a sign, fence, retaining wall, or slight encroachments of concrete. No drainage structures, including, but not limited to, detention or retention basins, shall be permitted within the utility easement(s).

7. OWNER agrees that landscaping within the utility easement(s) shall be limited to bushes, shrubs and flowers, and that no trees shall be placed within the utility easement(s).

8. OWNER shall allow ingress/egress over existing easement which may or may not include driving on/over pavement that is encroaching. OWNER agrees to hold CTRWD harmless for any damage incurred by CTRWD's use of the utility easement which may include but not limited to damage caused by heavy equipment.

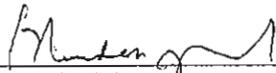
9. OWNER shall not place encroachments within the utility easement(s) unless specifically provided for in this Agreement.

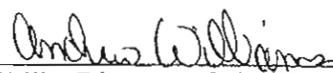
10. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. This Agreement shall not be amended unless in writing and signed by the parties hereto.

11. This Agreement shall be recorded and shall run with the land and bind OWNER, its agents, heirs, successors and assigns, and any subsequent owners of the parcel described in Exhibit A.

12. Venue for any actions resulting from this Agreement shall be Hamilton County, Indiana. This Agreement shall be governed by the laws of the State of Indiana as are now and hereinafter in force.

IN WITNESS WHEREOF, the parties have made and executed this Utility Easement Encroachment and Hold Harmless Agreement on the respective dates under each signature.

Randall J. Reed /   
Owner Name      Print/Sign

Andrew Williams /   
Utility Director      Print/Sign

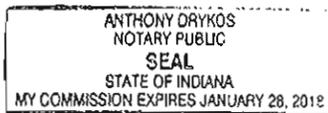
Date: 9/1/16

Date: 9.6.14

STATE OF INDIANA )  
 ) ss:  
COUNTY OF HAMILTON )  
i-Hensley

Before me, a Notary Public, in and for said County and State, personally appeared Andrew Reed, who acknowledged the execution of the foregoing SANITARY SEWER EASEMENT ENCROACHMENT AND HOLD HARMLESS AGREEMENT, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 9<sup>th</sup> day of SEPTEMBER, 2016



[Signature]  
Notary Public

Printed: ANTHONY DRYKOS

My Commission Expires: JANUARY 28, 2018

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. Anne Hensley Poindexter

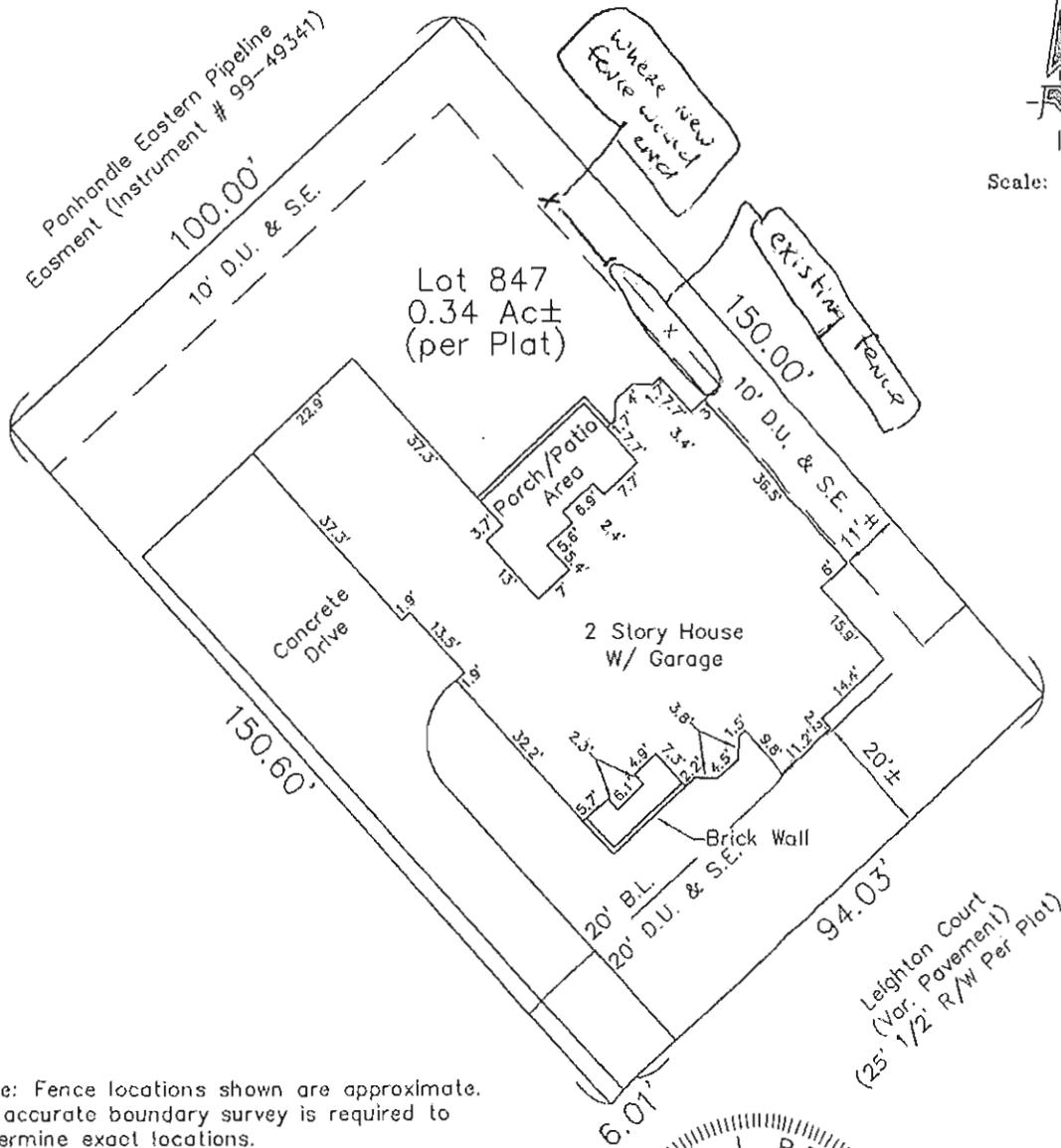
This instrument prepared by: Anne Hensley Poindexter, CAMPBELL KYLE PROFFITT LLP,  
One Penn Mark, Suite 701, 11595 N. Meridian St., Carmel, Indiana 46032, (317) 846-6514, fax  
(317) 843-8097.

# SURVEYOR LOCATION REPORT

I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

### Legend

B.L.	Building Line
D.U. & S.E.	Drainage Utility & Sewer Easement
R/W	Right-of-Way
— X —	Fence±



Scale: 1"=30'

Note: Fence locations shown are approximate. An accurate boundary survey is required to determine exact locations.



**HAHN SURVEYING GROUP, INC.**  
 Surveyors & Engineers  
 2850 E. 96th Street, Indianapolis, IN 46240  
 PHONE: (317) 846-0840 / (317) 846-4119  
 FAX: (317) 846-4298 / (317) 582-0662  
 EMAIL: [orders@hahnsurveying.com](mailto:orders@hahnsurveying.com)  
[www.hahnsurveying.com](http://www.hahnsurveying.com)



CERTIFIED: July 8, 2015

*Chad L. Brown*

Chad L. Brown  
 Registered Land Surveyor,  
 Indiana #21100002  
 Job No.: 2015071025  
 Sheet 2 of 2

## SIDEWALK AND DRAINAGE EASEMENT

This Sidewalk and Drainage Easement (hereafter the "Easement") is entered into by and between Keating Rentals, LLC, a(n) owner ("Grantor"), and the **City of Carmel, Indiana**, a municipal corporation ("Grantee");

WITNESSETH:



**WHEREAS**, Grantor is the fee simple owner of certain real estate located in Carmel, Hamilton County, Indiana, and legally described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** and **Exhibit "B"** (the "Easement Property"); and

**WHEREAS**, Grantor is desirous of granting and Grantee is desirous of acquiring this Easement, over the Easement Property for purposes of constructing a Sidewalk (defined below) for the use and benefit of the pedestrian public and installing certain drainage facilities (described below) all subject to the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

Section 1. Preambles, Recitations and Definitions. The foregoing preambles, recitations, and definitions are made a part of this Easement as though fully set forth in this Easement and, further, the following words and terms, as used throughout this Easement, shall have the following definitions:

- A. Applicable Laws. The term "Applicable Laws", as used throughout this Easement, shall mean the ordinances and regulations of the City of Carmel, Indiana, as amended from time to time.
- B. Sidewalk. The term "Sidewalk" shall mean a public path, sidewalk or other public pedestrian right of way, to be used by the pedestrian public.
- C. Drainage Facilities. The term "Drainage Facilities" shall mean underground pipes and drainage infrastructure including but not limited to pipes, control structure, conduit, rip-rap and related equipment.

Section 2. Grant of Easement.

- A. Sidewalk Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive Easement, which is appurtenant to and shall run with the Easement Property, on, over, above and across the Easement Property for purposes of constructing, maintaining, repairing, replacing and operating, for the use and benefit of the pedestrian public, a Sidewalk, all pursuant to, and in accordance with, the Applicable Laws.

Construction of the Sidewalk may include (i) modification of existing driveways in order to comply with Applicable Laws and accessibility and related laws; and (ii) grading of the Easement Property.

- B. Drainage Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement which is appurtenant to and shall run with the Easement Property over, under, across, upon and through the Easement Property for purposes of (i) providing drainage over, under, across, upon and through the Easement Property and (ii) the installation, repair, maintenance, replacement and operation of the Drainage Facilities.

Grantee shall have the right of ingress and egress over, under, upon and across any land, driveways and roadways located on the surface of the lands owned by Grantor, adjacent to the Easement Property, for purposes of access to the Easement Property. The Easement also includes the rights and privileges to temporarily use, from time to time, additional space, where available and necessary, that is adjacent to the Easement Property for the temporary storage of equipment and materials necessary for the installation, repair, maintenance, replacement and operation of the Sidewalk and Drainage Facilities located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the Easement hereby granted, including removing the trees, undergrowth, structures and/or other obstructions above, within, under, or immediately surrounding the Easement Property which may injure, endanger or interfere with Grantee's use and enjoyment of this Easement.

Section 3. Construction, Maintenance and Repair. Grantee shall be responsible at Grantee's cost and expense, for constructing and operating (i) the Sidewalk in the same manner as other Sidewalks are constructed and maintained by the City; and (ii) the Drainage Facilities. The maintenance, repair and replacement of the Sidewalk shall be done in accordance with applicable laws. Grantor shall maintain the Easement Property including but not limited to mowing grass and snow removal. Notwithstanding the foregoing, the cost of repairing any damage to the Sidewalk and/or Drainage Facilities caused by Grantor, its employees, agents, contractors, licensees, invitees or tenants shall be at Grantor's sole cost and expense.

Section 4. Miscellaneous Provisions. The following other provisions shall apply to this Easement:

- A. Restoration. Following the construction of the Sidewalk and Drainage Facilities and any maintenance, repair or replacement thereof by Grantee, and subject to Grantee's rights to remove certain items as set forth in Section 2, Grantee shall restore the Easement Property surrounding the Sidewalk and Drainage Facilities, to the extent practicable, to substantially the same condition in which it existed immediately prior to such construction, maintenance, repair and replacement.
- B. No Barriers. No person shall install, construct, erect, maintain or place (i) any improvement, fence, landscaping, lights or other feature on, in or under the Easement Property or (ii) any barriers or other obstructions restricting, limiting, interfering or blocking the Sidewalk and/or Drainage Facilities.

- C. Amendment and Termination. This Easement may be amended or released only by a written instrument signed by the then owner of the Easement Property and Grantee.
- D. Remedies. In the event of a breach or threatened breach of this Easement, each party shall be entitled to all legal and equitable rights and remedies available at law or in equity, including, but not limited to, specific performance and injunctive relief.
- E. Attorney's Fees. If at any time this Easement becomes the subject of any legal action or proceedings between the Grantor and the Grantee in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement or consent), the non-prevailing party shall be responsible for all costs and expenses incurred by the prevailing party in connection with such action or proceedings including, but not limited to any and all court costs, arbitration, mediation and other fees and costs, all reasonable attorney's fees, expert witness fees, and other costs.
- F. Severability. If any provision of this Easement is held to be illegal, invalid or unenforceable under any present or future statute or judicial decision, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby.
- G. Authority. The person executing this Easement on behalf of Grantor hereby represents and warrants that he has the authority to bind Grantor to the terms and conditions set forth herein, that all necessary action therefore has been taken and that Grantor has obtained all necessary consents and approvals of any mortgagee or other third party required for the granting of the Easement over the Easement Property. Grantor will indemnify Grantee against any loss, damage or cause of action from a failure under this Section.
- H. Entire Agreement. It is understood that all the provisions of this Easement are stated herein and no verbal agreements or promises will be binding on the parties hereto or their successors in interest.
- I. Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.
- J. Environmental Matters. Grantor covenants and represents that to its actual knowledge, the Easement Property is not presently the subject of, nor is there the threat of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Easement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Easement Property prior to the acceptance of this Easement; (ii) acts of Grantor or any other third party; or (iii) conditions on the Easement Property not created by Grantee.
- K. Notice. All notices given under this Easement to the respective parties shall be made in writing and shall be (a) sent by overnight delivery using a nationally recognized



**Grantee**

**City of Carmel, Indiana**

By and through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke, Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Christine S. Pauley, Clerk-Treasurer of the City of Carmel, who acknowledged the execution of the foregoing Easement on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public - Printed

County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esq, City of Carmel, One Civic Square, Carmel, IN 46032.

Pursuant to Ind. Code 36-2-11-15(b)(2), 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. Douglas C. Haney

#

COUNTY: HAMILTON  
SECTION: 30  
TOWNSHIP: 18 NORTH  
RANGE: 4 EAST

# EXHIBIT "A"

SIDEWALK AND DRAINAGE EASEMENT  
OWNER: KEATING RENTALS LLC

DRAWN BY : CJL 4-21-16  
CHECKED BY : TEN  
20' 0 20' 40'  
SCALE: 1" = 40'

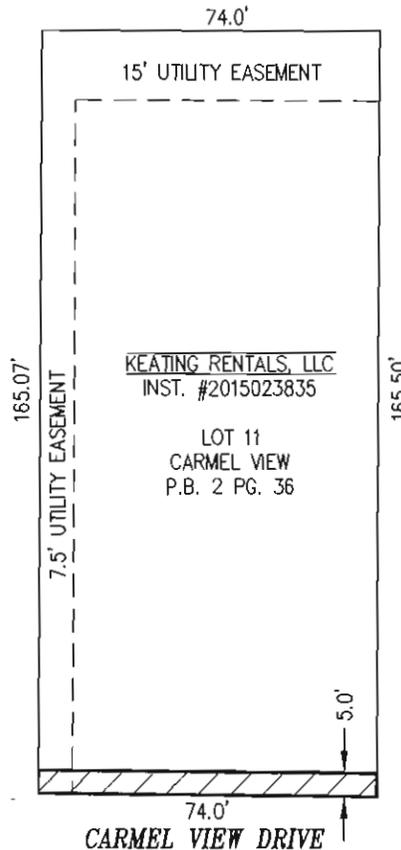


HATCHED AREA IS THE APPROXIMATE EASEMENT

FIVE FEET BY PARALLEL LINES OFF OF THE ENTIRE SOUTH SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT NUMBER ELEVEN (11) IN CARMEL VIEW, A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST, IN HAMILTON COUNTY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGES 36-37 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

CONTAINING 0.008 ACRES, MORE OR LESS IN THE SIDEWALK AND DRAINAGE EASEMENT.



I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2015023835, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.

*Trent E. Newport*  
TRENT E. NEWPORT 4-21-16  
REG. LAND SURVEYOR NO. 29600021 DATE  
STATE OF INDIANA

PREPARED BY:



Transportation & Development Consultants  
3417 SHERMAN DR. BLOOMINGDALE, IN 47407 (317) 286-1550



## SIDEWALK AND DRAINAGE EASEMENT

This Sidewalk and Drainage Easement (hereafter the "Easement") is entered into by and between Kathryn O. Lustig, a(n) owner ("Grantor"), and the **City of Carmel, Indiana**, a municipal corporation ("Grantee");

### WITNESSETH:

**WHEREAS**, Grantor is the fee simple owner of certain real estate located in Carmel, Hamilton County, Indiana, and legally described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** and **Exhibit "B"** (the "Easement Property"); and

**WHEREAS**, Grantor is desirous of granting and Grantee is desirous of acquiring this Easement, over the Easement Property for purposes of constructing a Sidewalk (defined below) for the use and benefit of the pedestrian public and installing certain drainage facilities (described below) all subject to the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

Section 1. Preambles, Recitations and Definitions. The foregoing preambles, recitations, and definitions are made a part of this Easement as though fully set forth in this Easement and, further, the following words and terms, as used throughout this Easement, shall have the following definitions:

- A. Applicable Laws. The term "Applicable Laws", as used throughout this Easement, shall mean the ordinances and regulations of the City of Carmel, Indiana, as amended from time to time.
- B. Sidewalk. The term "Sidewalk" shall mean a public path, sidewalk or other public pedestrian right of way, to be used by the pedestrian public.
- C. Drainage Facilities. The term "Drainage Facilities" shall mean underground pipes and drainage infrastructure including but not limited to pipes, control structure, conduit, rip-rap and related equipment.

Section 2. Grant of Easement.

- A. Sidewalk Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive Easement, which is appurtenant to and shall run with the Easement Property, on, over, above and across the Easement Property for purposes of constructing, maintaining, repairing, replacing and operating, for the use and benefit of the pedestrian public, a Sidewalk, all pursuant to, and in accordance with, the Applicable Laws.

Construction of the Sidewalk may include (i) modification of existing driveways in order to comply with Applicable Laws and accessibility and related laws; and (ii) grading of the Easement Property.

- B. Drainage Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement which is appurtenant to and shall run with the Easement Property over, under, across, upon and through the Easement Property for purposes of (i) providing drainage over, under, across, upon and through the Easement Property and (ii) the installation, repair, maintenance, replacement and operation of the Drainage Facilities.

Grantee shall have the right of ingress and egress over, under, upon and across any land, driveways and roadways located on the surface of the lands owned by Grantor, adjacent to the Easement Property, for purposes of access to the Easement Property. The Easement also includes the rights and privileges to temporarily use, from time to time, additional space, where available and necessary, that is adjacent to the Easement Property for the temporary storage of equipment and materials necessary for the installation, repair, maintenance, replacement and operation of the Sidewalk and Drainage Facilities located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the Easement hereby granted, including removing the trees, undergrowth, structures and/or other obstructions above, within, under, or immediately surrounding the Easement Property which may injure, endanger or interfere with Grantee's use and enjoyment of this Easement.

Section 3. Construction, Maintenance and Repair. Grantee shall be responsible at Grantee's cost and expense, for constructing and operating (i) the Sidewalk in the same manner as other Sidewalks are constructed and maintained by the City; and (ii) the Drainage Facilities. The maintenance, repair and replacement of the Sidewalk shall be done in accordance with applicable laws. Grantor shall maintain the Easement Property including but not limited to mowing grass and snow removal. Notwithstanding the foregoing, the cost of repairing any damage to the Sidewalk and/or Drainage Facilities caused by Grantor, its employees, agents, contractors, licensees, invitees or tenants shall be at Grantor's sole cost and expense.

Section 4. Miscellaneous Provisions. The following other provisions shall apply to this Easement:

- A. Restoration. Following the construction of the Sidewalk and Drainage Facilities and any maintenance, repair or replacement thereof by Grantee, and subject to Grantee's rights to remove certain items as set forth in Section 2, Grantee shall restore the Easement Property surrounding the Sidewalk and Drainage Facilities, to the extent practicable, to substantially the same condition in which it existed immediately prior to such construction, maintenance, repair and replacement.
- B. No Barriers. No person shall install, construct, erect, maintain or place (i) any improvement, fence, landscaping, lights or other feature on, in or under the Easement Property or (ii) any barriers or other obstructions restricting, limiting, interfering or blocking the Sidewalk and/or Drainage Facilities.

- C. Amendment and Termination. This Easement may be amended or released only by a written instrument signed by the then owner of the Easement Property and Grantee.
- D. Remedies. In the event of a breach or threatened breach of this Easement, each party shall be entitled to all legal and equitable rights and remedies available at law or in equity, including, but not limited to, specific performance and injunctive relief.
- E. Attorney's Fees. If at any time this Easement becomes the subject of any legal action or proceedings between the Grantor and the Grantee in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement or consent), the non-prevailing party shall be responsible for all costs and expenses incurred by the prevailing party in connection with such action or proceedings including, but not limited to any and all court costs, arbitration, mediation and other fees and costs, all reasonable attorney's fees, expert witness fees, and other costs.
- F. Severability. If any provision of this Easement is held to be illegal, invalid or unenforceable under any present or future statute or judicial decision, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby.
- G. Authority. The person executing this Easement on behalf of Grantor hereby represents and warrants that he has the authority to bind Grantor to the terms and conditions set forth herein, that all necessary action therefore has been taken and that Grantor has obtained all necessary consents and approvals of any mortgagee or other third party required for the granting of the Easement over the Easement Property. Grantor will indemnify Grantee against any loss, damage or cause of action from a failure under this Section.
- H. Entire Agreement. It is understood that all the provisions of this Easement are stated herein and no verbal agreements or promises will be binding on the parties hereto or their successors in interest.
- I. Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.
- J. Environmental Matters. Grantor covenants and represents that to its actual knowledge, the Easement Property is not presently the subject of, nor is there the threat of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Easement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Easement Property prior to the acceptance of this Easement; (ii) acts of Grantor or any other third party; or (iii) conditions on the Easement Property not created by Grantee.
- K. Notice. All notices given under this Easement to the respective parties shall be made in writing and shall be (a) sent by overnight delivery using a nationally recognized

overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier; or (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails. All notices shall be addressed to the respective parties as follows:

If to Grantor: Kathryn O. Lustig  
160 Carmelview Drive  
Carmel, IN 46032

If to Grantee: City of Carmel  
One Civic Square  
Carmel, IN 46032  
Attn: Carmel Corporation Counsel

With a Copy to: City of Carmel  
One Civic Square  
Carmel, IN 46032  
Attn: City Engineer

**Grantor**

\_\_\_\_\_  
a(n) \_\_\_\_\_  
By: Kathryn O. Lustig  
Printed: Kathryn O. Lustig  
Title: Owner

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared Kathryn O. Lustig, the OWNER of 160 Carmelview, and acknowledged execution of the foregoing Easement for and on behalf of said company.

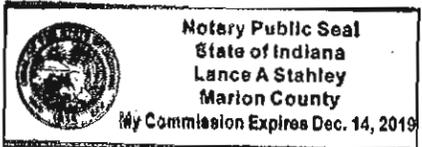
Witness my hand and Notarial Seal this 8<sup>th</sup> day of August, 2016.

My Commission Expires:  
12.14.2019

Lance A. Stahley  
Notary Public

Residing in \_\_\_\_\_ County

LANCE A. STAHLEY  
Printed Name



**Grantee**

**City of Carmel, Indiana**

By and through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke, Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Christine S. Pauley, Clerk-Treasurer of the City of Carmel, who acknowledged the execution of the foregoing Easement on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public - Printed

County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esq, City of Carmel, One Civic Square, Carmel, IN 46032.

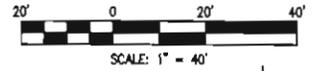
Pursuant to Ind. Code 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Douglas C. Haney

#

COUNTY: HAMILTON  
SECTION: 30  
TOWNSHIP: 18 NORTH  
RANGE: 4 EAST

# EXHIBIT "A"

DRAWN BY : CJL 4-21-16  
CHECKED BY : TEN



SIDEWALK AND DRAINAGE EASEMENT  
OWNER: KATHRYN O. LUSTIG



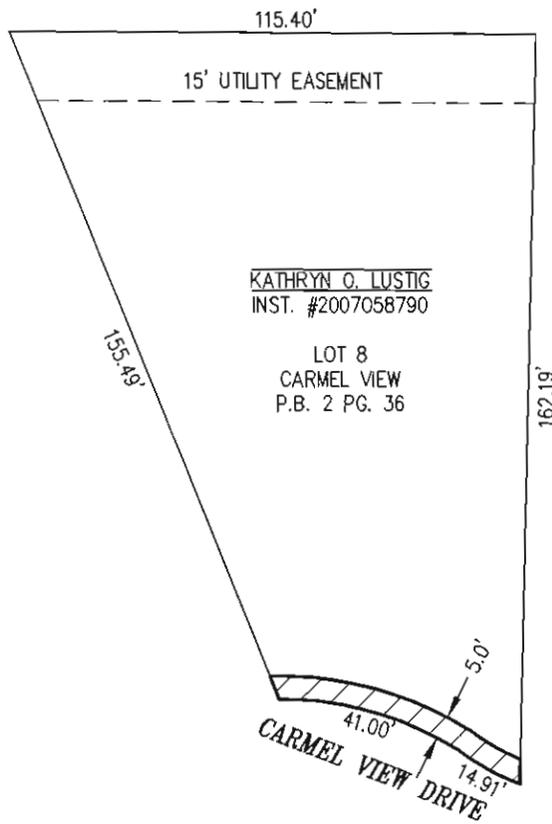
HATCHED AREA IS THE  
APPROXIMATE EASEMENT



FIVE FEET BY PARALLEL LINES OFF OF THE ENTIRE SOUTH SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT NUMBERED EIGHT (8) IN CARMEL VIEW, A SUBDIVISION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 36-37 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

CONTAINING 0.007 ACRES, MORE OR LESS IN THE SIDEWALK AND DRAINAGE EASEMENT.



I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2007058790, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.

*Trent E. Newport*  
TRENT E. NEWPORT  
REG. LAND SURVEYOR NO. 29600021  
STATE OF INDIANA  
4-21-16  
DATE

PREPARED BY:



Transportation &  
Development Consultants  
3117 SHELBY DR. ELLETTSVILLE, IN 46107 (317) 706-1335

## SIDEWALK AND DRAINAGE EASEMENT

This Sidewalk and Drainage Easement (hereafter the "Easement") is entered into by and between Todd W. Venable, a(n) owner ("Grantor"), and the **City of Carmel, Indiana**, a municipal corporation ("Grantee");

WITNESSETH:



**WHEREAS**, Grantor is the fee simple owner of certain real estate located in Carmel, Hamilton County, Indiana, and legally described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** and **Exhibit "B"** (the "Easement Property"); and

**WHEREAS**, Grantor is desirous of granting and Grantee is desirous of acquiring this Easement, over the Easement Property for purposes of constructing a Sidewalk (defined below) for the use and benefit of the pedestrian public and installing certain drainage facilities (described below) all subject to the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

Section 1. Preambles, Recitations and Definitions. The foregoing preambles, recitations, and definitions are made a part of this Easement as though fully set forth in this Easement and, further, the following words and terms, as used throughout this Easement, shall have the following definitions:

- A. Applicable Laws. The term "Applicable Laws", as used throughout this Easement, shall mean the ordinances and regulations of the City of Carmel, Indiana, as amended from time to time.
- B. Sidewalk. The term "Sidewalk" shall mean a public path, sidewalk or other public pedestrian right of way, to be used by the pedestrian public.
- C. Drainage Facilities. The term "Drainage Facilities" shall mean underground pipes and drainage infrastructure including but not limited to pipes, control structure, conduit, rip-rap and related equipment.

Section 2. Grant of Easement.

- A. Sidewalk Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive Easement, which is appurtenant to and shall run with the Easement Property, on, over, above and across the Easement Property for purposes of constructing, maintaining, repairing, replacing and operating, for the use and benefit of the pedestrian public, a Sidewalk, all pursuant to, and in accordance with, the Applicable Laws.

Construction of the Sidewalk may include (i) modification of existing driveways in order to comply with Applicable Laws and accessibility and related laws; and (ii) grading of the Easement Property.

- B. Drainage Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement which is appurtenant to and shall run with the Easement Property over, under, across, upon and through the Easement Property for purposes of (i) providing drainage over, under, across, upon and through the Easement Property and (ii) the installation, repair, maintenance, replacement and operation of the Drainage Facilities.

Grantee shall have the right of ingress and egress over, under, upon and across any land, driveways and roadways located on the surface of the lands owned by Grantor, adjacent to the Easement Property, for purposes of access to the Easement Property. The Easement also includes the rights and privileges to temporarily use, from time to time, additional space, where available and necessary, that is adjacent to the Easement Property for the temporary storage of equipment and materials necessary for the installation, repair, maintenance, replacement and operation of the Sidewalk and Drainage Facilities located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the Easement hereby granted, including removing the trees, undergrowth, structures and/or other obstructions above, within, under, or immediately surrounding the Easement Property which may injure, endanger or interfere with Grantee's use and enjoyment of this Easement.

Section 3. Construction, Maintenance and Repair. Grantee shall be responsible at Grantee's cost and expense, for constructing and operating (i) the Sidewalk in the same manner as other Sidewalks are constructed and maintained by the City; and (ii) the Drainage Facilities. The maintenance, repair and replacement of the Sidewalk shall be done in accordance with applicable laws. Grantor shall maintain the Easement Property including but not limited to mowing grass and snow removal. Notwithstanding the foregoing, the cost of repairing any damage to the Sidewalk and/or Drainage Facilities caused by Grantor, its employees, agents, contractors, licensees, invitees or tenants shall be at Grantor's sole cost and expense.

Section 4. Miscellaneous Provisions. The following other provisions shall apply to this Easement:

- A. Restoration. Following the construction of the Sidewalk and Drainage Facilities and any maintenance, repair or replacement thereof by Grantee, and subject to Grantee's rights to remove certain items as set forth in Section 2, Grantee shall restore the Easement Property surrounding the Sidewalk and Drainage Facilities, to the extent practicable, to substantially the same condition in which it existed immediately prior to such construction, maintenance, repair and replacement.
- B. No Barriers. No person shall install, construct, erect, maintain or place (i) any improvement, fence, landscaping, lights or other feature on, in or under the Easement Property or (ii) any barriers or other obstructions restricting, limiting, interfering or blocking the Sidewalk and/or Drainage Facilities.

- C. Amendment and Termination. This Easement may be amended or released only by a written instrument signed by the then owner of the Easement Property and Grantee.
- D. Remedies. In the event of a breach or threatened breach of this Easement, each party shall be entitled to all legal and equitable rights and remedies available at law or in equity, including, but not limited to, specific performance and injunctive relief.
- E. Attorney's Fees. If at any time this Easement becomes the subject of any legal action or proceedings between the Grantor and the Grantee in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement or consent), the non-prevailing party shall be responsible for all costs and expenses incurred by the prevailing party in connection with such action or proceedings including, but not limited to any and all court costs, arbitration, mediation and other fees and costs, all reasonable attorney's fees, expert witness fees, and other costs.
- F. Severability. If any provision of this Easement is held to be illegal, invalid or unenforceable under any present or future statute or judicial decision, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby.
- G. Authority. The person executing this Easement on behalf of Grantor hereby represents and warrants that he has the authority to bind Grantor to the terms and conditions set forth herein, that all necessary action therefore has been taken and that Grantor has obtained all necessary consents and approvals of any mortgagee or other third party required for the granting of the Easement over the Easement Property. Grantor will indemnify Grantee against any loss, damage or cause of action from a failure under this Section.
- H. Entire Agreement. It is understood that all the provisions of this Easement are stated herein and no verbal agreements or promises will be binding on the parties hereto or their successors in interest.
- I. Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.
- J. Environmental Matters. Grantor covenants and represents that to its actual knowledge, the Easement Property is not presently the subject of, nor is there the threat of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Easement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Easement Property prior to the acceptance of this Easement; (ii) acts of Grantor or any other third party; or (iii) conditions on the Easement Property not created by Grantee.
- K. Notice. All notices given under this Easement to the respective parties shall be made in writing and shall be (a) sent by overnight delivery using a nationally recognized



**Grantee**

**City of Carmel, Indiana**

By and through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke, Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Christine S. Pauley, Clerk-Treasurer of the City of Carmel, who acknowledged the execution of the foregoing Easement on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public - Printed

County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esq, City of Carmel, One Civic Square, Carmel, IN 46032.

Pursuant to Ind. Code 36-2-11-15(b)(2), 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. Douglas C. Haney

#

COUNTY: HAMILTON  
SECTION: 30  
TOWNSHIP: 18 NORTH  
RANGE: 4 EAST

# EXHIBIT "A"

SIDEWALK AND DRAINAGE EASEMENT  
OWNER: TODD W. VENABLE

DRAWN BY : CJL 4-21-16  
CHECKED BY : TEN  
20' 0 20' 40'  
SCALE: 1" = 40'



HATCHED AREA IS THE  
APPROXIMATE EASEMENT

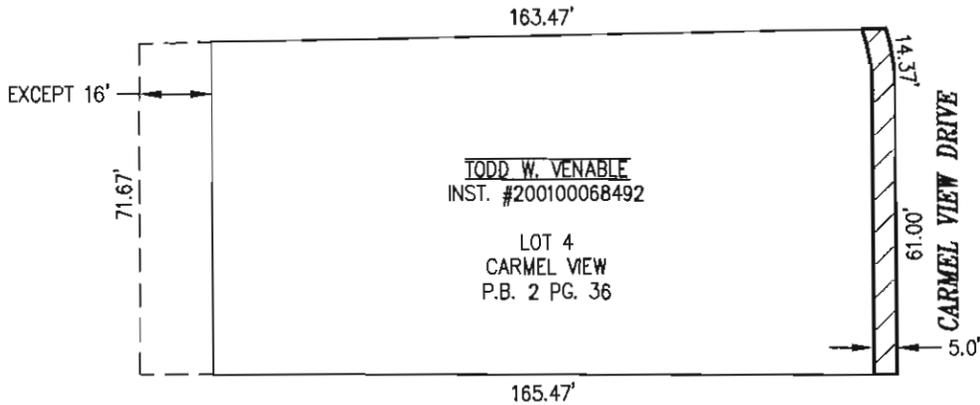


FIVE FEET BY PARALLEL LINES OFF OF THE ENTIRE EAST SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT NUMBER FOUR (4) IN CARMEL VIEW, A SUBDIVISION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 36-37 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

EXCEPT A STRIP OF GROUND SIXTEEN (16) FEET IN WIDTH BY PARALLEL LINES OFF THE ENTIRE WEST SIDE OF SAID LOT.

CONTAINING 0.009 ACRES, MORE OR LESS IN THE SIDEWALK AND DRAINAGE EASEMENT.



I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 200100068492, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.

*Trent E. Newport*  
TRENT E. NEWPORT 4-21-16  
REG. LAND SURVEYOR NO. 29600021 DATE  
STATE OF INDIANA

PREPARED BY:



Transportation &  
Development Consultants  
3117 SHERMAN DR. BUDSA GARD, IN 46107 (317) 780-1205

## SIDEWALK AND DRAINAGE EASEMENT

This Sidewalk and Drainage Easement (hereafter the "Easement") is entered into by and between Corbin F. Cook, a(n) owner ("Grantor"), and the **City of Carmel, Indiana**, a municipal corporation ("Grantee");



### WITNESSETH:

**WHEREAS**, Grantor is the fee simple owner of certain real estate located in Carmel, Hamilton County, Indiana, and legally described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** and **Exhibit "B"** (the "Easement Property"); and

**WHEREAS**, Grantor is desirous of granting and Grantee is desirous of acquiring this Easement, over the Easement Property for purposes of constructing a Sidewalk (defined below) for the use and benefit of the pedestrian public and installing certain drainage facilities (described below) all subject to the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

Section 1. Preambles, Recitations and Definitions. The foregoing preambles, recitations, and definitions are made a part of this Easement as though fully set forth in this Easement and, further, the following words and terms, as used throughout this Easement, shall have the following definitions:

- A. Applicable Laws. The term "Applicable Laws", as used throughout this Easement, shall mean the ordinances and regulations of the City of Carmel, Indiana, as amended from time to time.
- B. Sidewalk. The term "Sidewalk" shall mean a public path, sidewalk or other public pedestrian right of way, to be used by the pedestrian public.
- C. Drainage Facilities. The term "Drainage Facilities" shall mean underground pipes and drainage infrastructure including but not limited to pipes, control structure, conduit, rip-rap and related equipment.

Section 2. Grant of Easement.

- A. Sidewalk Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive Easement, which is appurtenant to and shall run with the Easement Property, on, over, above and across the Easement Property for purposes of constructing, maintaining, repairing, replacing and operating, for the use and benefit of the pedestrian public, a Sidewalk, all pursuant to, and in accordance with, the Applicable Laws.

Construction of the Sidewalk may include (i) modification of existing driveways in order to comply with Applicable Laws and accessibility and related laws; and (ii) grading of the Easement Property.

- B. Drainage Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement which is appurtenant to and shall run with the Easement Property over, under, across, upon and through the Easement Property for purposes of (i) providing drainage over, under, across, upon and through the Easement Property and (ii) the installation, repair, maintenance, replacement and operation of the Drainage Facilities.

Grantee shall have the right of ingress and egress over, under, upon and across any land, driveways and roadways located on the surface of the lands owned by Grantor, adjacent to the Easement Property, for purposes of access to the Easement Property. The Easement also includes the rights and privileges to temporarily use, from time to time, additional space, where available and necessary, that is adjacent to the Easement Property for the temporary storage of equipment and materials necessary for the installation, repair, maintenance, replacement and operation of the Sidewalk and Drainage Facilities located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the Easement hereby granted, including removing the trees, undergrowth, structures and/or other obstructions above, within, under, or immediately surrounding the Easement Property which may injure, endanger or interfere with Grantee's use and enjoyment of this Easement.

Section 3. Construction, Maintenance and Repair. Grantee shall be responsible at Grantee's cost and expense, for constructing and operating (i) the Sidewalk in the same manner as other Sidewalks are constructed and maintained by the City; and (ii) the Drainage Facilities. The maintenance, repair and replacement of the Sidewalk shall be done in accordance with applicable laws. Grantor shall maintain the Easement Property including but not limited to mowing grass and snow removal. Notwithstanding the foregoing, the cost of repairing any damage to the Sidewalk and/or Drainage Facilities caused by Grantor, its employees, agents, contractors, licensees, invitees or tenants shall be at Grantor's sole cost and expense.

Section 4. Miscellaneous Provisions. The following other provisions shall apply to this Easement:

- A. Restoration. Following the construction of the Sidewalk and Drainage Facilities and any maintenance, repair or replacement thereof by Grantee, and subject to Grantee's rights to remove certain items as set forth in Section 2, Grantee shall restore the Easement Property surrounding the Sidewalk and Drainage Facilities, to the extent practicable, to substantially the same condition in which it existed immediately prior to such construction, maintenance, repair and replacement.
- B. No Barriers. No person shall install, construct, erect, maintain or place (i) any improvement, fence, landscaping, lights or other feature on, in or under the Easement Property or (ii) any barriers or other obstructions restricting, limiting, interfering or blocking the Sidewalk and/or Drainage Facilities.

- C. Amendment and Termination. This Easement may be amended or released only by a written instrument signed by the then owner of the Easement Property and Grantee.
- D. Remedies. In the event of a breach or threatened breach of this Easement, each party shall be entitled to all legal and equitable rights and remedies available at law or in equity, including, but not limited to, specific performance and injunctive relief.
- E. Attorney's Fees. If at any time this Easement becomes the subject of any legal action or proceedings between the Grantor and the Grantee in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement or consent), the non-prevailing party shall be responsible for all costs and expenses incurred by the prevailing party in connection with such action or proceedings including, but not limited to any and all court costs, arbitration, mediation and other fees and costs, all reasonable attorney's fees, expert witness fees, and other costs.
- F. Severability. If any provision of this Easement is held to be illegal, invalid or unenforceable under any present or future statute or judicial decision, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby.
- G. Authority. The person executing this Easement on behalf of Grantor hereby represents and warrants that he has the authority to bind Grantor to the terms and conditions set forth herein, that all necessary action therefore has been taken and that Grantor has obtained all necessary consents and approvals of any mortgagee or other third party required for the granting of the Easement over the Easement Property. Grantor will indemnify Grantee against any loss, damage or cause of action from a failure under this Section.
- H. Entire Agreement. It is understood that all the provisions of this Easement are stated herein and no verbal agreements or promises will be binding on the parties hereto or their successors in interest.
- I. Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.
- J. Environmental Matters. Grantor covenants and represents that to its actual knowledge, the Easement Property is not presently the subject of, nor is there the threat of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Easement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Easement Property prior to the acceptance of this Easement; (ii) acts of Grantor or any other third party; or (iii) conditions on the Easement Property not created by Grantee.
- K. Notice. All notices given under this Easement to the respective parties shall be made in writing and shall be (a) sent by overnight delivery using a nationally recognized



**Grantee**

**City of Carmel, Indiana**

By and through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke, Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Christine S. Pauley, Clerk-Treasurer of the City of Carmel, who acknowledged the execution of the foregoing Easement on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public - Printed

County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esq, City of Carmel, One Civic Square, Carmel, IN 46032.

Pursuant to Ind. Code 36-2-11-15(b)(2), 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. Douglas C. Haney

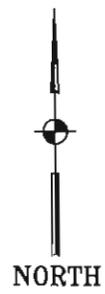
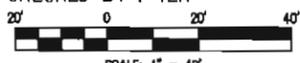
#

COUNTY: HAMILTON  
SECTION: 30  
TOWNSHIP: 18 NORTH  
RANGE: 4 EAST

# EXHIBIT "A"

SIDEWALK AND DRAINAGE EASEMENT  
OWNER: CORBIN F. COOK

DRAWN BY : CJL 4-21-16  
CHECKED BY : TEN  
SCALE: 1" = 40'

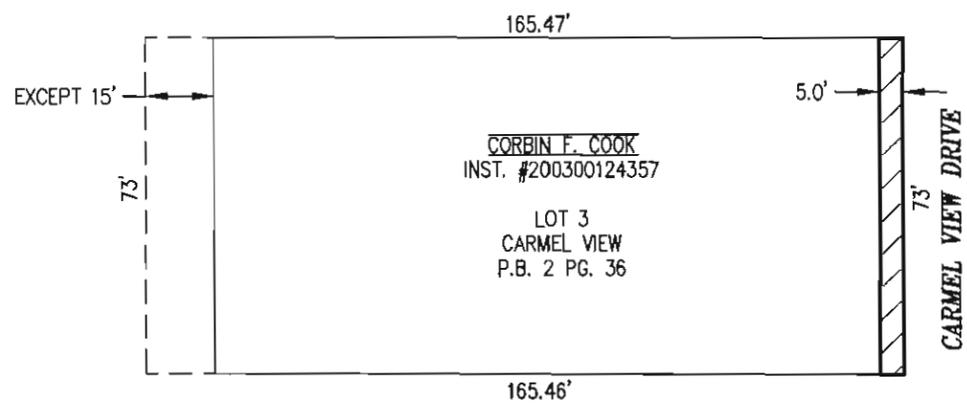


 HATCHED AREA IS THE APPROXIMATE EASEMENT

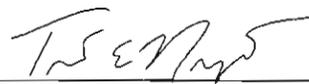
**FIVE FEET BY PARALLEL LINES OFF OF THE ENTIRE EAST SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:**

LOT NUMBER THREE IN CARMEL VIEW, A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST, IN CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA AS PER PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 9, 1955 IN PLAT BOOK 2, PAGES 36 AND 37 IN THE RECORDER'S OFFICE OF HAMILTON COUNTY, INDIANA. EXCEPT A STRIP OF GROUND 15 FEET IN WIDTH BY PARALLEL LINES OFF THE ENTIRE WEST SIDE OF LOT NUMBER THREE.

**CONTAINING 0.008 ACRES, MORE OR LESS IN THE SIDEWALK AND DRAINAGE EASEMENT.**



I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 200300124357, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.

  
TRENT E. NEWPORT 4-21-16  
REG. LAND SURVEYOR NO. 29600021 DATE  
STATE OF INDIANA

PREPARED BY:



Transportation & Development Consultants  
317 SHERMAN DR. BOZEMAN, MT 59717 (417) 280-1555

## SIDEWALK AND DRAINAGE EASEMENT

This Sidewalk and Drainage Easement (hereafter the "Easement") is entered into by and between Willard J. & Marilyn R. Greenfield, a(n) owner ("Grantor"), and the **City of Carmel, Indiana**, a municipal corporation ("Grantee");

WITNESSETH:



**WHEREAS**, Grantor is the fee simple owner of certain real estate located in Carmel, Hamilton County, Indiana, and legally described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** and **Exhibit "B"** (the "Easement Property"); and

**WHEREAS**, Grantor is desirous of granting and Grantee is desirous of acquiring this Easement, over the Easement Property for purposes of constructing a Sidewalk (defined below) for the use and benefit of the pedestrian public and installing certain drainage facilities (described below) all subject to the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

Section 1. Preambles, Recitations and Definitions. The foregoing preambles, recitations, and definitions are made a part of this Easement as though fully set forth in this Easement and, further, the following words and terms, as used throughout this Easement, shall have the following definitions:

- A. Applicable Laws. The term "Applicable Laws", as used throughout this Easement, shall mean the ordinances and regulations of the City of Carmel, Indiana, as amended from time to time.
- B. Sidewalk. The term "Sidewalk" shall mean a public path, sidewalk or other public pedestrian right of way, to be used by the pedestrian public.
- C. Drainage Facilities. The term "Drainage Facilities" shall mean underground pipes and drainage infrastructure including but not limited to pipes, control structure, conduit, rip-rap and related equipment.

Section 2. Grant of Easement.

- A. Sidewalk Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive Easement, which is appurtenant to and shall run with the Easement Property, on, over, above and across the Easement Property for purposes of constructing, maintaining, repairing, replacing and operating, for the use and benefit of the pedestrian public, a Sidewalk, all pursuant to, and in accordance with, the Applicable Laws.

Construction of the Sidewalk may include (i) modification of existing driveways in order to comply with Applicable Laws and accessibility and related laws; and (ii) grading of the Easement Property.

- B. Drainage Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement which is appurtenant to and shall run with the Easement Property over, under, across, upon and through the Easement Property for purposes of (i) providing drainage over, under, across, upon and through the Easement Property and (ii) the installation, repair, maintenance, replacement and operation of the Drainage Facilities.

Grantee shall have the right of ingress and egress over, under, upon and across any land, driveways and roadways located on the surface of the lands owned by Grantor, adjacent to the Easement Property, for purposes of access to the Easement Property. The Easement also includes the rights and privileges to temporarily use, from time to time, additional space, where available and necessary, that is adjacent to the Easement Property for the temporary storage of equipment and materials necessary for the installation, repair, maintenance, replacement and operation of the Sidewalk and Drainage Facilities located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the Easement hereby granted, including removing the trees, undergrowth, structures and/or other obstructions above, within, under, or immediately surrounding the Easement Property which may injure, endanger or interfere with Grantee's use and enjoyment of this Easement.

Section 3. Construction, Maintenance and Repair. Grantee shall be responsible at Grantee's cost and expense, for constructing and operating (i) the Sidewalk in the same manner as other Sidewalks are constructed and maintained by the City; and (ii) the Drainage Facilities. The maintenance, repair and replacement of the Sidewalk shall be done in accordance with applicable laws. Grantor shall maintain the Easement Property including but not limited to mowing grass and snow removal. Notwithstanding the foregoing, the cost of repairing any damage to the Sidewalk and/or Drainage Facilities caused by Grantor, its employees, agents, contractors, licensees, invitees or tenants shall be at Grantor's sole cost and expense.

Section 4. Miscellaneous Provisions. The following other provisions shall apply to this Easement:

- A. Restoration. Following the construction of the Sidewalk and Drainage Facilities and any maintenance, repair or replacement thereof by Grantee, and subject to Grantee's rights to remove certain items as set forth in Section 2, Grantee shall restore the Easement Property surrounding the Sidewalk and Drainage Facilities, to the extent practicable, to substantially the same condition in which it existed immediately prior to such construction, maintenance, repair and replacement.
- B. No Barriers. No person shall install, construct, erect, maintain or place (i) any improvement, fence, landscaping, lights or other feature on, in or under the Easement Property or (ii) any barriers or other obstructions restricting, limiting, interfering or blocking the Sidewalk and/or Drainage Facilities.

- C. Amendment and Termination. This Easement may be amended or released only by a written instrument signed by the then owner of the Easement Property and Grantee.
- D. Remedies. In the event of a breach or threatened breach of this Easement, each party shall be entitled to all legal and equitable rights and remedies available at law or in equity, including, but not limited to, specific performance and injunctive relief.
- E. Attorney's Fees. If at any time this Easement becomes the subject of any legal action or proceedings between the Grantor and the Grantee in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement or consent), the non-prevailing party shall be responsible for all costs and expenses incurred by the prevailing party in connection with such action or proceedings including, but not limited to any and all court costs, arbitration, mediation and other fees and costs, all reasonable attorney's fees, expert witness fees, and other costs.
- F. Severability. If any provision of this Easement is held to be illegal, invalid or unenforceable under any present or future statute or judicial decision, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby.
- G. Authority. The person executing this Easement on behalf of Grantor hereby represents and warrants that he has the authority to bind Grantor to the terms and conditions set forth herein, that all necessary action therefore has been taken and that Grantor has obtained all necessary consents and approvals of any mortgagee or other third party required for the granting of the Easement over the Easement Property. Grantor will indemnify Grantee against any loss, damage or cause of action from a failure under this Section.
- H. Entire Agreement. It is understood that all the provisions of this Easement are stated herein and no verbal agreements or promises will be binding on the parties hereto or their successors in interest.
- I. Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.
- J. Environmental Matters. Grantor covenants and represents that to its actual knowledge, the Easement Property is not presently the subject of, nor is there the threat of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Easement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Easement Property prior to the acceptance of this Easement; (ii) acts of Grantor or any other third party; or (iii) conditions on the Easement Property not created by Grantee.
- K. Notice. All notices given under this Easement to the respective parties shall be made in writing and shall be (a) sent by overnight delivery using a nationally recognized

overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier; or (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails. All notices shall be addressed to the respective parties as follows:

If to Grantor: Willard J. & Marilyn R. Greenfield  
220 Carmelview Drive  
Carmel, IN 46032

If to Grantee: City of Carmel  
One Civic Square  
Carmel, IN 46032  
Attn: Carmel Corporation Counsel

With a Copy to: City of Carmel  
One Civic Square  
Carmel, IN 46032  
Attn: City Engineer

**Grantor**

a(n) \_\_\_\_\_

X By: Willard J. Greenfield  
Printed: WILLARD J. GREENFIELD

Title: OWNER

By: Marilyn R. Greenfield X  
Printed: MARILYN R. GREENFIELD

Title: OWNER

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Willard J. & Marilyn R. Greenfield, the OWNERS of 220 CARMELVIEW, and acknowledged execution of the foregoing Easement for and on behalf of said company.

Witness my hand and Notarial Seal this 1<sup>ST</sup> day of July, 2016.

My Commission Expires: 12/14/19

Residing in Marion



Lance A. Stahley  
Notary Public

LANCE A. STAHLEY  
Printed Name

**Grantee**

**City of Carmel, Indiana**

By and through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke, Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Christine S. Pauley, Clerk-Treasurer of the City of Carmel, who acknowledged the execution of the foregoing Easement on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public - Printed

County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esq, City of Carmel, One Civic Square, Carmel, IN 46032.

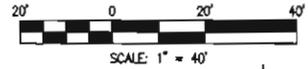
Pursuant to Ind. Code 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Douglas C. Haney

#

COUNTY: HAMILTON  
SECTION: 30  
TOWNSHIP: 18 NORTH  
RANGE: 4 EAST

# EXHIBIT "A"

DRAWN BY : CJL 4-21-16  
CHECKED BY : TEN



SIDEWALK AND DRAINAGE EASEMENT  
OWNER: WILLARD J. & MARILYN R. GREENFIELD



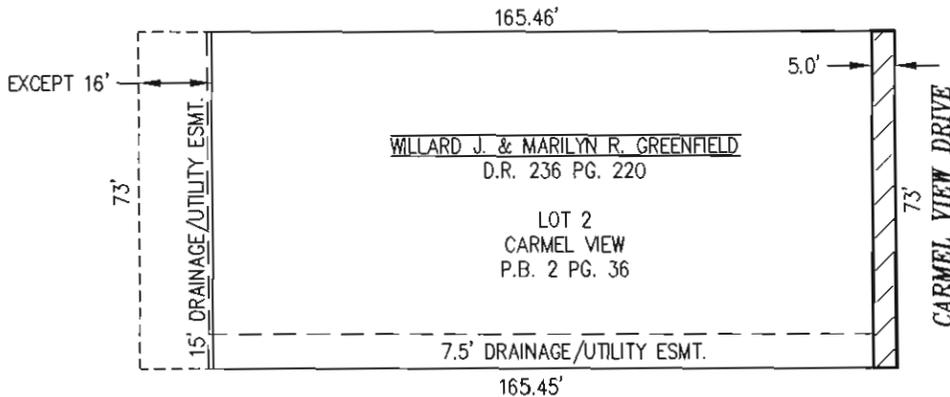
HATCHED AREA IS THE  
APPROXIMATE EASEMENT



**FIVE FEET BY PARALLEL LINES OFF OF THE ENTIRE EAST SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:**

LOT NUMBER TWO (2) IN CARMEL VIEW, A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST, IN CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA AS PER PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 9, 1955 IN PLAT BOOK 2, PAGES 36 AND 37 IN THE RECORDER'S OFFICE OF HAMILTON COUNTY, INDIANA. EXCEPT A STRIP OF GROUND 16 FEET IN WIDTH BY PARALLEL LINES OFF THE ENTIRE WEST SIDE OF LOT NUMBER (2) TWO.

CONTAINING 0.008 ACRES, MORE OR LESS IN THE SIDEWALK AND DRAINAGE EASEMENT.



I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM DEED RECORD 236 PAGE 220, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.

*Trent E. Newport*  
TRENT E. NEWPORT 4-21-16  
REG. LAND SURVEYOR NO. 29600021 DATE  
STATE OF INDIANA

PREPARED BY:



Transportation &  
Development Consultants  
3417 SHORWAY DR. BEZDH GROVE, IN 46107 (317) 780-1355

## SIDEWALK AND DRAINAGE EASEMENT

This Sidewalk and Drainage Easement (hereafter the "Easement") is entered into by and between 230 Carmel View, LLC, a(n) owner ("**Grantor**"), and the **City of Carmel, Indiana**, a municipal corporation ("**Grantee**");

WITNESSETH:



**WHEREAS**, Grantor is the fee simple owner of certain real estate located in Carmel, Hamilton County, Indiana, and legally described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** and **Exhibit "B"** (the "Easement Property"); and

**WHEREAS**, Grantor is desirous of granting and Grantee is desirous of acquiring this Easement, over the Easement Property for purposes of constructing a Sidewalk (defined below) for the use and benefit of the pedestrian public and installing certain drainage facilities (described below) all subject to the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

Section 1. Preambles, Recitations and Definitions. The foregoing preambles, recitations, and definitions are made a part of this Easement as though fully set forth in this Easement and, further, the following words and terms, as used throughout this Easement, shall have the following definitions:

- A. Applicable Laws. The term "Applicable Laws", as used throughout this Easement, shall mean the ordinances and regulations of the City of Carmel, Indiana, as amended from time to time.
- B. Sidewalk. The term "Sidewalk" shall mean a public path, sidewalk or other public pedestrian right of way, to be used by the pedestrian public.
- C. Drainage Facilities. The term "Drainage Facilities" shall mean underground pipes and drainage infrastructure including but not limited to pipes, control structure, conduit, rip-rap and related equipment.

Section 2. Grant of Easement.

- A. Sidewalk Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive Easement, which is appurtenant to and shall run with the Easement Property, on, over, above and across the Easement Property for purposes of constructing, maintaining, repairing, replacing and operating, for the use and benefit of the pedestrian public, a Sidewalk, all pursuant to, and in accordance with, the Applicable Laws.

Construction of the Sidewalk may include (i) modification of existing driveways in order to comply with Applicable Laws and accessibility and related laws; and (ii) grading of the Easement Property.

- B. Drainage Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement which is appurtenant to and shall run with the Easement Property over, under, across, upon and through the Easement Property for purposes of (i) providing drainage over, under, across, upon and through the Easement Property and (ii) the installation, repair, maintenance, replacement and operation of the Drainage Facilities.

Grantee shall have the right of ingress and egress over, under, upon and across any land, driveways and roadways located on the surface of the lands owned by Grantor, adjacent to the Easement Property, for purposes of access to the Easement Property. The Easement also includes the rights and privileges to temporarily use, from time to time, additional space, where available and necessary, that is adjacent to the Easement Property for the temporary storage of equipment and materials necessary for the installation, repair, maintenance, replacement and operation of the Sidewalk and Drainage Facilities located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the Easement hereby granted, including removing the trees, undergrowth, structures and/or other obstructions above, within, under, or immediately surrounding the Easement Property which may injure, endanger or interfere with Grantee's use and enjoyment of this Easement.

Section 3. Construction, Maintenance and Repair. Grantee shall be responsible at Grantee's cost and expense, for constructing and operating (i) the Sidewalk in the same manner as other Sidewalks are constructed and maintained by the City; and (ii) the Drainage Facilities. The maintenance, repair and replacement of the Sidewalk shall be done in accordance with applicable laws. Grantor shall maintain the Easement Property including but not limited to mowing grass and snow removal. Notwithstanding the foregoing, the cost of repairing any damage to the Sidewalk and/or Drainage Facilities caused by Grantor, its employees, agents, contractors, licensees, invitees or tenants shall be at Grantor's sole cost and expense.

Section 4. Miscellaneous Provisions. The following other provisions shall apply to this Easement:

- A. Restoration. Following the construction of the Sidewalk and Drainage Facilities and any maintenance, repair or replacement thereof by Grantee, and subject to Grantee's rights to remove certain items as set forth in Section 2, Grantee shall restore the Easement Property surrounding the Sidewalk and Drainage Facilities, to the extent practicable, to substantially the same condition in which it existed immediately prior to such construction, maintenance, repair and replacement.
- B. No Barriers. No person shall install, construct, erect, maintain or place (i) any improvement, fence, landscaping, lights or other feature on, in or under the Easement Property or (ii) any barriers or other obstructions restricting, limiting, interfering or blocking the Sidewalk and/or Drainage Facilities.

- C. Amendment and Termination. This Easement may be amended or released only by a written instrument signed by the then owner of the Easement Property and Grantee.
- D. Remedies. In the event of a breach or threatened breach of this Easement, each party shall be entitled to all legal and equitable rights and remedies available at law or in equity, including, but not limited to, specific performance and injunctive relief.
- E. Attorney's Fees. If at any time this Easement becomes the subject of any legal action or proceedings between the Grantor and the Grantee in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement or consent), the non-prevailing party shall be responsible for all costs and expenses incurred by the prevailing party in connection with such action or proceedings including, but not limited to any and all court costs, arbitration, mediation and other fees and costs, all reasonable attorney's fees, expert witness fees, and other costs.
- F. Severability. If any provision of this Easement is held to be illegal, invalid or unenforceable under any present or future statute or judicial decision, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby.
- G. Authority. The person executing this Easement on behalf of Grantor hereby represents and warrants that he has the authority to bind Grantor to the terms and conditions set forth herein, that all necessary action therefore has been taken and that Grantor has obtained all necessary consents and approvals of any mortgagee or other third party required for the granting of the Easement over the Easement Property. Grantor will indemnify Grantee against any loss, damage or cause of action from a failure under this Section.
- H. Entire Agreement. It is understood that all the provisions of this Easement are stated herein and no verbal agreements or promises will be binding on the parties hereto or their successors in interest.
- I. Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.
- J. Environmental Matters. Grantor covenants and represents that to its actual knowledge, the Easement Property is not presently the subject of, nor is there the threat of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Easement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Easement Property prior to the acceptance of this Easement; (ii) acts of Grantor or any other third party; or (iii) conditions on the Easement Property not created by Grantee.
- K. Notice. All notices given under this Easement to the respective parties shall be made in writing and shall be (a) sent by overnight delivery using a nationally recognized

overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier; or (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails. All notices shall be addressed to the respective parties as follows:

If to Grantor: 230 Carmel View LLC  
311 5<sup>th</sup> Street NE  
Carmel, IN 46032  
  
If to Grantee: City of Carmel  
One Civic Square  
Carmel, IN 46032  
Attn: Carmel Corporation Counsel  
  
With a Copy to: City of Carmel  
One Civic Square  
Carmel, IN 46032  
Attn: City Engineer

**Grantor**

a(n) \_\_\_\_\_

X By: William T. Greenwood

Printed: WILLIAM T. GREENWOOD

Title: OWNER

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared William T. Greenwood, the owner of 230 CARMELVIEW, and acknowledged execution of the foregoing Easement for and on behalf of said company.

Witness my hand and Notarial Seal this 22nd day of July, 2016.

My Commission Expires: 12-14-19

Lance A. Stahley  
Notary Public

Residing in Marion

County Marion Notary Public Seal  
State of Indiana  
Lance A. Stahley  
Marion County  
My Commission Expires Dec. 14, 2019  
Printed Name Lance A. Stahley

**Grantee**

**City of Carmel, Indiana**

By and through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke, Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Christine S. Pauley, Clerk-Treasurer of the City of Carmel, who acknowledged the execution of the foregoing Easement on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public - Printed

County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esq, City of Carmel, One Civic Square, Carmel, IN 46032.

Pursuant to Ind. Code 36-2-11-15(b)(2), 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. Douglas C. Haney

#

COUNTY: HAMILTON  
SECTION: 30  
TOWNSHIP: 18 NORTH  
RANGE: 4 EAST

# EXHIBIT "A"

SIDEWALK AND DRAINAGE EASEMENT  
OWNER: 230 CARMEL VIEW, LLC

DRAWN BY : CJL 4-21-16  
CHECKED BY : TEN  
20' 0 20' 40'  
SCALE: 1" = 40'

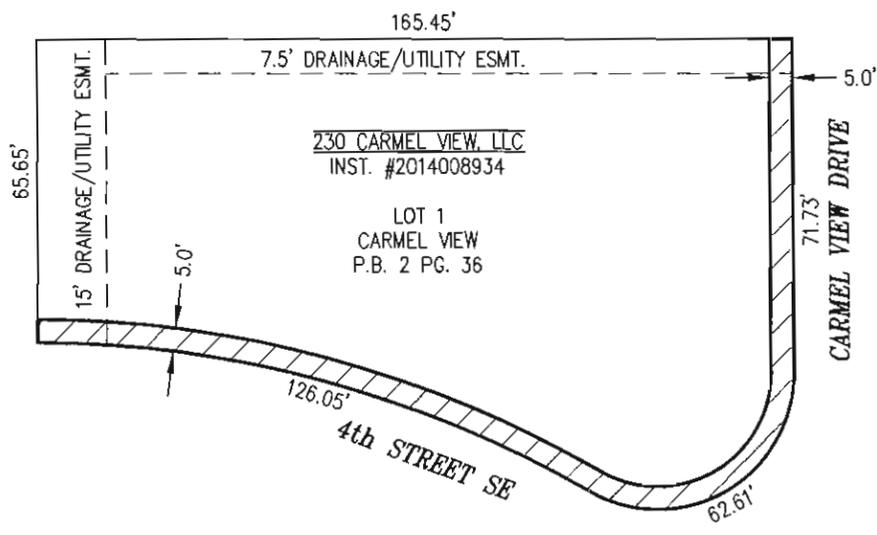
 HATCHED AREA IS THE APPROXIMATE EASEMENT



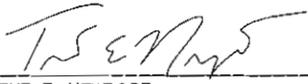
**FIVE FEET BY PARALLEL LINES OFF OF THE ENTIRE SOUTH AND EAST SIDES OF THE FOLLOWING DESCRIBED REAL ESTATE:**

LOT NUMBERED 1 IN CARMEL VIEW, AN ADDITION TO THE CITY OF CARMEL, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 36-37, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

**CONTAINING 0.029 ACRES, MORE OR LESS IN THE SIDEWALK AND DRAINAGE EASEMENT.**



I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2014008934, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.

  
TRENT E. NEWPORT 4-21-16  
REG. LAND SURVEYOR NO. 29600021 DATE  
STATE OF INDIANA

PREPARED BY:



Transportation & Development Consultants  
5417 SHOMAR DR. BETHLEHEM, PA 18017 (610) 780-1555

## SIDEWALK AND DRAINAGE EASEMENT

This Sidewalk and Drainage Easement (hereafter the "Easement") is entered into by and between James H. Parks, a(n) owner ("Grantor"), and the **City of Carmel, Indiana**, a municipal corporation ("Grantee");



### WITNESSETH:

**WHEREAS**, Grantor is the fee simple owner of certain real estate located in Carmel, Hamilton County, Indiana, and legally described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** and **Exhibit "B"** (the "Easement Property"); and

**WHEREAS**, Grantor is desirous of granting and Grantee is desirous of acquiring this Easement, over the Easement Property for purposes of constructing a Sidewalk (defined below) for the use and benefit of the pedestrian public and installing certain drainage facilities (described below) all subject to the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

Section 1. Preambles, Recitations and Definitions. The foregoing preambles, recitations, and definitions are made a part of this Easement as though fully set forth in this Easement and, further, the following words and terms, as used throughout this Easement, shall have the following definitions:

- A. Applicable Laws. The term "Applicable Laws", as used throughout this Easement, shall mean the ordinances and regulations of the City of Carmel, Indiana, as amended from time to time.
- B. Sidewalk. The term "Sidewalk" shall mean a public path, sidewalk or other public pedestrian right of way, to be used by the pedestrian public.
- C. Drainage Facilities. The term "Drainage Facilities" shall mean underground pipes and drainage infrastructure including but not limited to pipes, control structure, conduit, rip-rap and related equipment.

Section 2. Grant of Easement.

- A. Sidewalk Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive Easement, which is appurtenant to and shall run with the Easement Property, on, over, above and across the Easement Property for purposes of constructing, maintaining, repairing, replacing and operating, for the use and benefit of the pedestrian public, a Sidewalk, all pursuant to, and in accordance with, the Applicable Laws.

Construction of the Sidewalk may include (i) modification of existing driveways in order to comply with Applicable Laws and accessibility and related laws; and (ii) grading of the Easement Property.

- B. Drainage Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement which is appurtenant to and shall run with the Easement Property over, under, across, upon and through the Easement Property for purposes of (i) providing drainage over, under, across, upon and through the Easement Property and (ii) the installation, repair, maintenance, replacement and operation of the Drainage Facilities.

Grantee shall have the right of ingress and egress over, under, upon and across any land, driveways and roadways located on the surface of the lands owned by Grantor, adjacent to the Easement Property, for purposes of access to the Easement Property. The Easement also includes the rights and privileges to temporarily use, from time to time, additional space, where available and necessary, that is adjacent to the Easement Property for the temporary storage of equipment and materials necessary for the installation, repair, maintenance, replacement and operation of the Sidewalk and Drainage Facilities located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the Easement hereby granted, including removing the trees, undergrowth, structures and/or other obstructions above, within, under, or immediately surrounding the Easement Property which may injure, endanger or interfere with Grantee's use and enjoyment of this Easement.

Section 3. Construction, Maintenance and Repair. Grantee shall be responsible at Grantee's cost and expense, for constructing and operating (i) the Sidewalk in the same manner as other Sidewalks are constructed and maintained by the City; and (ii) the Drainage Facilities. The maintenance, repair and replacement of the Sidewalk shall be done in accordance with applicable laws. Grantor shall maintain the Easement Property including but not limited to mowing grass and snow removal. Notwithstanding the foregoing, the cost of repairing any damage to the Sidewalk and/or Drainage Facilities caused by Grantor, its employees, agents, contractors, licensees, invitees or tenants shall be at Grantor's sole cost and expense.

Section 4. Miscellaneous Provisions. The following other provisions shall apply to this Easement:

- A. Restoration. Following the construction of the Sidewalk and Drainage Facilities and any maintenance, repair or replacement thereof by Grantee, and subject to Grantee's rights to remove certain items as set forth in Section 2, Grantee shall restore the Easement Property surrounding the Sidewalk and Drainage Facilities, to the extent practicable, to substantially the same condition in which it existed immediately prior to such construction, maintenance, repair and replacement.
- B. No Barriers. No person shall install, construct, erect, maintain or place (i) any improvement, fence, landscaping, lights or other feature on, in or under the Easement Property or (ii) any barriers or other obstructions restricting, limiting, interfering or blocking the Sidewalk and/or Drainage Facilities.

- C. Amendment and Termination. This Easement may be amended or released only by a written instrument signed by the then owner of the Easement Property and Grantee.
- D. Remedies. In the event of a breach or threatened breach of this Easement, each party shall be entitled to all legal and equitable rights and remedies available at law or in equity, including, but not limited to, specific performance and injunctive relief.
- E. Attorney's Fees. If at any time this Easement becomes the subject of any legal action or proceedings between the Grantor and the Grantee in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement or consent), the non-prevailing party shall be responsible for all costs and expenses incurred by the prevailing party in connection with such action or proceedings including, but not limited to any and all court costs, arbitration, mediation and other fees and costs, all reasonable attorney's fees, expert witness fees, and other costs.
- F. Severability. If any provision of this Easement is held to be illegal, invalid or unenforceable under any present or future statute or judicial decision, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby.
- G. Authority. The person executing this Easement on behalf of Grantor hereby represents and warrants that he has the authority to bind Grantor to the terms and conditions set forth herein, that all necessary action therefore has been taken and that Grantor has obtained all necessary consents and approvals of any mortgagee or other third party required for the granting of the Easement over the Easement Property. Grantor will indemnify Grantee against any loss, damage or cause of action from a failure under this Section.
- H. Entire Agreement. It is understood that all the provisions of this Easement are stated herein and no verbal agreements or promises will be binding on the parties hereto or their successors in interest.
- I. Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.
- J. Environmental Matters. Grantor covenants and represents that to its actual knowledge, the Easement Property is not presently the subject of, nor is there the threat of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Easement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Easement Property prior to the acceptance of this Easement; (ii) acts of Grantor or any other third party; or (iii) conditions on the Easement Property not created by Grantee.
- K. Notice. All notices given under this Easement to the respective parties shall be made in writing and shall be (a) sent by overnight delivery using a nationally recognized



**Grantee**

**City of Carmel, Indiana**

By and through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke, Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Christine S. Pauley, Clerk-Treasurer of the City of Carmel, who acknowledged the execution of the foregoing Easement on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public - Printed

County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esq, City of Carmel, One Civic Square, Carmel, IN 46032.

Pursuant to Ind. Code 36-2-11-15(b)(2), 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. Douglas C. Haney

#

COUNTY: HAMILTON  
SECTION: 30  
TOWNSHIP: 18 NORTH  
RANGE: 4 EAST

# EXHIBIT "A"

SIDEWALK AND DRAINAGE EASEMENT  
OWNER: JAMES H. PARKS

DRAWN BY : CJL 4-21-16  
CHECKED BY : TEN  
SCALE: 1" = 40'

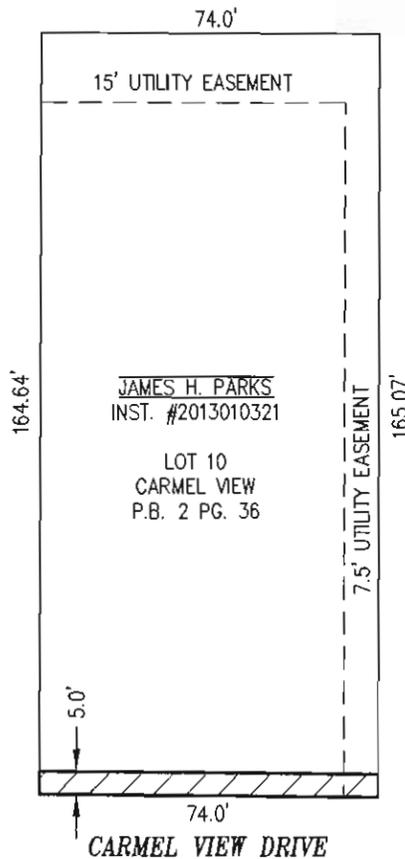


 HATCHED AREA IS THE APPROXIMATE EASEMENT

FIVE FEET BY PARALLEL LINES OFF OF THE ENTIRE SOUTH SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:

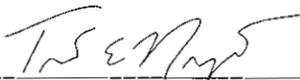
LOT NUMBER TEN (10) IN CARMEL VIEW, A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST, IN HAMILTON COUNTY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGES 36-37 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

CONTAINING 0.008 ACRES, MORE OR LESS IN THE SIDEWALK AND DRAINAGE EASEMENT.



I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2013010321, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.



  
TRENT E. NEWPORT 4-21-16  
REG. LAND SURVEYOR NO. 29600021 DATE  
STATE OF INDIANA

PREPARED BY:



Transportation & Development Consultants  
3417 SHELBY DR. BEECH GROVE, IN 46107 (317) 780-1355

## SIDEWALK AND DRAINAGE EASEMENT



This Sidewalk and Drainage Easement (hereafter the "Easement") is entered into by and between Caroline R. E. Jayne, Gisela H. Jayne and Kenneth R. Jayne, adults, of Hamilton County, Indiana, as joint tenants with rights of survivorship, ("Grantors"), and the **City of Carmel, Indiana**, a municipal corporation ("Grantee");

### WITNESSETH:

**WHEREAS**, Grantors are the fee simple owners of certain real estate located in Carmel, Hamilton County, Indiana, and legally described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** (the "Easement Property"); and

**WHEREAS**, Grantors are desirous of granting and Grantee is desirous of acquiring this Easement, over the Easement Property for purposes of constructing a Sidewalk (defined below) for the use and benefit of the pedestrian public and installing certain drainage facilities (described below) all subject to the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and the Grantee agree as follows:

Section 1. Preambles, Recitations and Definitions. The foregoing preambles, recitations, and definitions are made a part of this Easement as though fully set forth in this Easement and, further, the following words and terms, as used throughout this Easement, shall have the following definitions:

- A. Applicable Laws. The term "Applicable Laws", as used throughout this Easement, shall mean the ordinances and regulations of the City of Carmel, Indiana, as amended from time to time.
- B. Sidewalk. The term "Sidewalk" shall mean a public path, sidewalk or other public pedestrian right of way, to be used by the pedestrian public.
- C. Drainage Facilities. The term "Drainage Facilities" shall mean underground pipes and drainage infrastructure including but not limited to pipes, control structure, conduit, rip-rap and related equipment.

Section 2. Grant of Easement.

- A. Sidewalk Easement. Grantors hereby grant and convey to Grantee a perpetual, non-exclusive Easement, which is appurtenant to and shall run with the Easement Property, on, over, above and across the Easement Property for purposes of constructing, maintaining, repairing, replacing and operating, for the use and benefit of the pedestrian

public, a Sidewalk, all pursuant to, and in accordance with, the Applicable Laws. Construction of the Sidewalk may include (i) modification of existing driveways in order to comply with Applicable Laws and accessibility and related laws; and (ii) grading of the Easement Property.

- B. Drainage Easement. Grantors hereby grants and conveys to Grantee a non-exclusive, perpetual easement which is appurtenant to and shall run with the Easement Property over, under, across, upon and through the Easement Property for purposes of (i) providing drainage over, under, across, upon and through the Easement Property and (ii) the installation, repair, maintenance, replacement and operation of the Drainage Facilities.

Grantee shall have the right of ingress and egress over, under, upon and across any land, driveways and roadways located on the surface of the lands owned by Grantors, adjacent to the Easement Property, for purposes of access to the Easement Property. The Easement also includes the rights and privileges to temporarily use, from time to time, additional space, where available and necessary, that is adjacent to the Easement Property for the temporary storage of equipment and materials necessary for the installation, repair, maintenance, replacement and operation of the Sidewalk and Drainage Facilities located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the Easement hereby granted, including removing the trees, undergrowth, structures and/or other obstructions above, within, under, or immediately surrounding the Easement Property which may injure, endanger or interfere with Grantee's use and enjoyment of this Easement.

Section 3. Construction, Maintenance and Repair. Grantee shall be responsible at Grantee's cost and expense, for constructing and operating (i) the Sidewalk in the same manner as other Sidewalks are constructed and maintained by the City; and (ii) the Drainage Facilities. The maintenance, repair and replacement of the Sidewalk shall be done in accordance with applicable laws. Grantors shall maintain the Easement Property including but not limited to mowing grass and snow removal. Notwithstanding the foregoing, the cost of repairing any damage to the Sidewalk and/or Drainage Facilities caused by Grantors, its employees, agents, contractors, licensees, invitees or tenants shall be at Grantors' sole cost and expense.

Section 4. Miscellaneous Provisions. The following other provisions shall apply to this Easement:

- A. Restoration. Following the construction of the Sidewalk and Drainage Facilities and any maintenance, repair or replacement thereof by Grantee, and subject to Grantee's rights to remove certain items as set forth in Section 2, Grantee shall restore the Easement Property surrounding the Sidewalk and Drainage Facilities, to the extent practicable, to substantially the same condition in which it existed immediately prior to such construction, maintenance, repair and replacement.
- B. No Barriers. No person shall install, construct, erect, maintain or place (i) any improvement, fence, landscaping, lights or other feature on, in or under the Easement Property or (ii) any barriers or other obstructions restricting, limiting, interfering or blocking the Sidewalk and/or Drainage Facilities.

- C. Amendment and Termination. This Easement may be amended or released only by a written instrument signed by the then owner of the Easement Property and Grantee.
- D. Remedies. In the event of a breach or threatened breach of this Easement, each party shall be entitled to all legal and equitable rights and remedies available at law or in equity, including, but not limited to, specific performance and injunctive relief.
- E. Attorney's Fees. If at any time this Easement becomes the subject of any legal action or proceedings between the Grantors and the Grantee in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement or consent), the non-prevailing party shall be responsible for all costs and expenses incurred by the prevailing party in connection with such action or proceedings including, but not limited to any and all court costs, arbitration, mediation and other fees and costs, all reasonable attorney's fees, expert witness fees, and other costs.
- F. Severability. If any provision of this Easement is held to be illegal, invalid or unenforceable under any present or future statute or judicial decision, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby.
- G. Authority. The person executing this Easement on behalf of Grantors hereby represent and warrant that they have the authority to bind Grantors to the terms and conditions set forth herein, that all necessary action therefore has been taken and that Grantors have obtained all necessary consents and approvals of any mortgagee or other third party required for the granting of the Easement over the Easement Property. Grantors will indemnify Grantee against any loss, damage or cause of action from a failure under this Section.
- H. Entire Agreement. It is understood that all the provisions of this Easement are stated herein and no verbal agreements or promises will be binding on the parties hereto or their successors in interest.
- I. Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.
- J. Environmental Matters. Grantors covenant and represent that to its actual knowledge, the Easement Property is not presently the subject of, nor is there the threat of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. Grantors agree that between Grantors and Grantee, the acceptance of this Easement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Easement Property prior to the acceptance of this Easement; (ii) acts of Grantors or any other third party; or (iii) conditions on the Easement Property not created by Grantee.

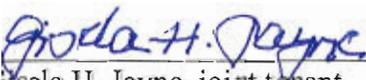
K. Notice. All notices given under this Easement to the respective parties shall be made in writing and shall be (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier; or (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails. All notices shall be addressed to the respective parties as follows:

If to Grantors:	Caroline R. E. Jayne Gisela H. Jayne Kenneth R. Jayne 120 Carmelview Drive Carmel, IN 46032
If to Grantee:	City of Carmel One Civic Square Carmel, IN 46032 Attn: Carmel Corporation Counsel
With a Copy to:	City of Carmel One Civic Square Carmel, IN 46032 Attn: City Engineer

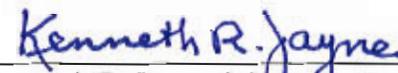
Grantors

  
\_\_\_\_\_  
Caroline R. E. Jayne, joint tenant

Date: 8/22/2016

  
\_\_\_\_\_  
Gisela H. Jayne, joint tenant

Date: 8-22-2016

  
\_\_\_\_\_  
Kenneth R. Jayne, joint tenant

Date: 8-22-2016

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Caroline R. E. Jayne, Grantor, and acknowledged execution of the foregoing Easement to be her voluntary act and deed.

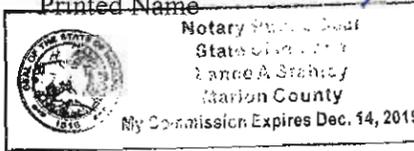
Witness my hand and Notarial Seal this 22 day of August, 2016.

My Commission Expires:  
12-14-19

Lance A. Stahley  
Notary Public

Residing in MARION County

LANCE A. STAHLEY  
Printed Name



STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Gisela H. Jayne, Grantor, and acknowledged execution of the foregoing Easement to be her voluntary act and deed.

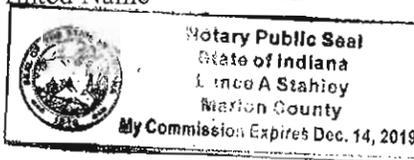
Witness my hand and Notarial Seal this 22 day of August, 2016.

My Commission Expires:  
12-14-19

Lance A. Stahley  
Notary Public

Residing in MARION County

LANCE A. STAHLEY  
Printed Name



STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Kenneth R. Jayne, Grantor, and acknowledged execution of the foregoing Easement to be his voluntary act and deed.

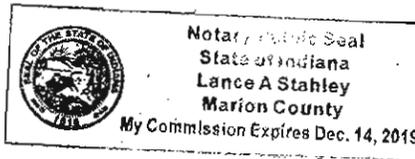
Witness my hand and Notarial Seal this 22 day of August, 2016.

My Commission Expires:  
12-14-19

Lance A. Stahley  
Notary Public

Residing in MARION County

LANCE A. STAHLEY  
Printed Name



**Grantee**

**City of Carmel, Indiana**

By and through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

Date: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke, Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Christine S. Pauley, Clerk-Treasurer of the City of Carmel, who acknowledged the execution of the foregoing Easement on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public - Printed

County of Residence: \_\_\_\_\_

This instrument was prepared by Tammy K. Haney, Keller Macaluso LLC, 760 3<sup>rd</sup> Avenue SW, Suite 210, Carmel, IN 46032.

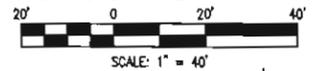
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Tammy K. Haney.

#

COUNTY: HAMILTON  
SECTION: 30  
TOWNSHIP: 18 NORTH  
RANGE: 4 EAST

# EXHIBIT "A"

DRAWN BY : CJL 4-21-16  
CHECKED BY : TEN



HATCHED AREA IS THE APPROXIMATE EASEMENT

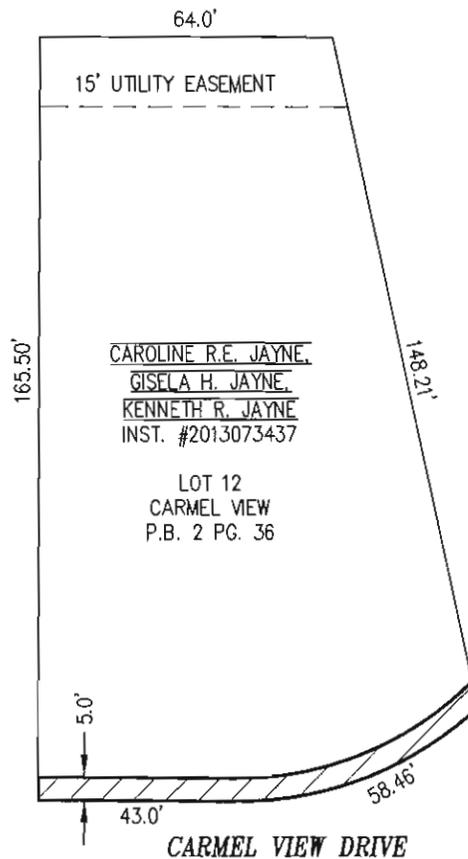
## SIDEWALK AND DRAINAGE EASEMENT

OWNER: CAROLINE R.E. JAYNE,  
GISELA H. JAYNE, KENNETH R. JAYNE

FIVE FEET BY PARALLEL LINES OFF OF THE ENTIRE SOUTH SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT NUMBER TWELVE (12) IN CARMEL VIEW, A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST, IN HAMILTON COUNTY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGES 36-37 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

CONTAINING 0.012 ACRES, MORE OR LESS IN THE SIDEWALK AND DRAINAGE EASEMENT.



I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2013073437, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.



*Trent E. Newport*  
TRENT E. NEWPORT 4-21-16  
REG. LAND SURVEYOR NO. 29600021 DATE  
STATE OF INDIANA

PREPARED BY:



Transportation &  
Development Consultants  
3417 SHEWAN DR. BEECH GROVE, IN 46107 (317) 780-1555

**RIGHT OF ENTRY**  
(136<sup>th</sup> Street Sidewalk Removal – Applegate – 4652 Allen Drive)



This RIGHT OF ENTRY has been executed this 14 day of June, 2016 by the undersigned, Brian C. Applegate and Yana A. Applegate (collectively the “Grantor”), to and for the benefit of the City of Carmel, Indiana, (“Grantee”).

**RECITALS**

**WHEREAS**, Grantor is the owner of certain real estate (the “Grantor Parcel”) located in the City of Carmel, Hamilton County, Indiana, which Grantor Parcel is more particularly described in attached Exhibit A; and

**WHEREAS**, Grantee has undertaken a public project in which a multi-use path and/or sidewalk has been installed within the existing right of way along 136<sup>th</sup> Street between Gray Road and Keystone Avenue in Carmel, Clay Township, Hamilton County, Indiana (the “Project”); and

**WHEREAS**, due to the construction of the Project, a portion of a previously installed public concrete sidewalk located on the Grantor Parcel and shown on Exhibit A (the “Previously Existing Sidewalk”) is no longer necessary for any public use or purpose; and

**WHEREAS**, as part of the Project, Grantee is willing to remove the Previously Existing Sidewalk and plant grass seed in place of the Previously Existing Sidewalk on Grantor’s Parcel.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), the foregoing Recitals, all of which are incorporated herein, and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Grantor hereby grants to Grantee and its respective employees, agents and contractors, the right to enter upon the Grantor Parcel and the right to use the Grantor Parcel for any lawful purpose related to the Project including, but not limited to, removal of the Previously Existing Sidewalk, planting of grass seed in the area of the removed Previously Existing Sidewalk and any and all other acts necessary to undertake and complete the Project (the “Additional Work”).
2. Grantee shall protect, indemnify, hold harmless and defend Grantor from and against any and all loss, cost, damage, expense, demand, claim, suit or other liability, including but not limited to reasonable attorney fees which result from the acts of the Grantee, its employees, agents or contractors under this Right of Entry.
3. Grantee shall not cause damage to the Grantor Parcel, except the normal and reasonable construction disturbance associated with the Additional Work, and upon completion of the Additional Work, shall promptly return the Grantor Parcel to a condition that is substantially the same as its condition prior to the grant of this Right of Entry.
4. Upon completion of the Additional Work, Grantee shall have no further obligation or duty with respect to the Additional Work. Grantor shall maintain, replace, mow and otherwise be responsible for the grass seed planted by Grantee.

5. This Right of Entry shall be irrevocable until the completion of the Additional Work.
6. Grantor, by executing below, hereby warrants that Grantor is the lawful owner of the Grantor Parcel and that there is no encumbrance or other restriction upon Grantor or approval required for Grantor providing this Right of Entry to Grantee.

IN WITNESS WHEREOF, Grantor has executed and delivers this instrument as of the day and year first above written.

GRANTOR:

By: 

Printed: Brian C. Applegate

Address: 4652 Allen Drive, Carmel, Indiana 46033

Phone: 937-371-3339

Email: BRIAN.APPLEGATE@KROGER.com

GRANTOR:

By: 

Printed: Yana A. Applegate

Address: 4652 Allen Drive, Carmel, Indiana 46033

Phone: 937-903-3819

Email: yanaapplegate@yahoo.com

Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CARMEL, INDIANA  
By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

#69844



## RIGHT OF ENTRY

(136<sup>th</sup> Street Sidewalk Removal – Englert Living Trust – 4600 Allen Drive)

This RIGHT OF ENTRY has been executed this 16<sup>th</sup> day of June, 2016 by the undersigned, \_\_\_\_\_, Trustee of the Elaine H. Englert Living Trust (“Grantor”), to and for the benefit of the City of Carmel, Indiana, (“Grantee”).

## RECITALS

**WHEREAS**, Grantor is the owner of certain real estate (the “Grantor Parcel”) located in the City of Carmel, Hamilton County, Indiana, which Grantor Parcel is more particularly described in attached Exhibit A; and

**WHEREAS**, Grantee has undertaken a public project in which a multi-use path and/or sidewalk has been installed within the existing right of way along 136<sup>th</sup> Street between Gray Road and Keystone Avenue in Carmel, Clay Township, Hamilton County, Indiana (the “Project”); and

**WHEREAS**, due to the construction of the Project, a portion of a previously installed public concrete sidewalk located on the Grantor Parcel and shown on Exhibit A (the “Previously Existing Sidewalk”) is no longer necessary for any public use or purpose; and

**WHEREAS**, as part of the Project, Grantee is willing to remove the Previously Existing Sidewalk and plant grass seed in place of the Previously Existing Sidewalk on Grantor’s Parcel.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), the foregoing Recitals, all of which are incorporated herein, and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Grantor hereby grants to Grantee and its respective employees, agents and contractors, the right to enter upon the Grantor Parcel and the right to use the Grantor Parcel for any lawful purpose related to the Project including, but not limited to, removal of the Previously Existing Sidewalk, planting of grass seed in the area of the removed Previously Existing Sidewalk and any and all other acts necessary to undertake and complete the Project (the “Additional Work”).
2. Grantee shall protect, indemnify, hold harmless and defend Grantor from and against any and all loss, cost, damage, expense, demand, claim, suit or other liability, including but not limited to reasonable attorney fees which result from the acts of the Grantee, its employees, agents or contractors under this Right of Entry.
3. Grantee shall not cause damage to the Grantor Parcel, except the normal and reasonable construction disturbance associated with the Additional Work, and upon completion of the Additional Work, shall promptly return the Grantor Parcel to a condition that is substantially the same as its condition prior to the grant of this Right of Entry.
4. Upon completion of the Additional Work, Grantee shall have no further obligation or duty with respect to the Additional Work. Grantor shall maintain, replace, mow and otherwise be responsible for the grass seed planted by Grantee.

5. This Right of Entry shall be irrevocable until the completion of the Additional Work.
6. Grantor, by executing below, hereby warrants that Grantor is the lawful owner of the Grantor Parcel and that there is no encumbrance or other restriction upon Grantor or approval required for Grantor providing this Right of Entry to Grantee.

IN WITNESS WHEREOF, Grantor has executed and delivers this instrument as of the day and year first above written.

GRANTOR:

Elaine H. Englert Living Trust

By:

*Elaine H. Englert*

Printed:

*Elaine H. Englert*

Title: Trustee

Address: 4600 Allen Drive, Carmel, Indiana 46033

Phone: *317-846-6024*

Email: *ehenglert@sbcglobal.net*

Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CARMEL, INDIANA  
By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

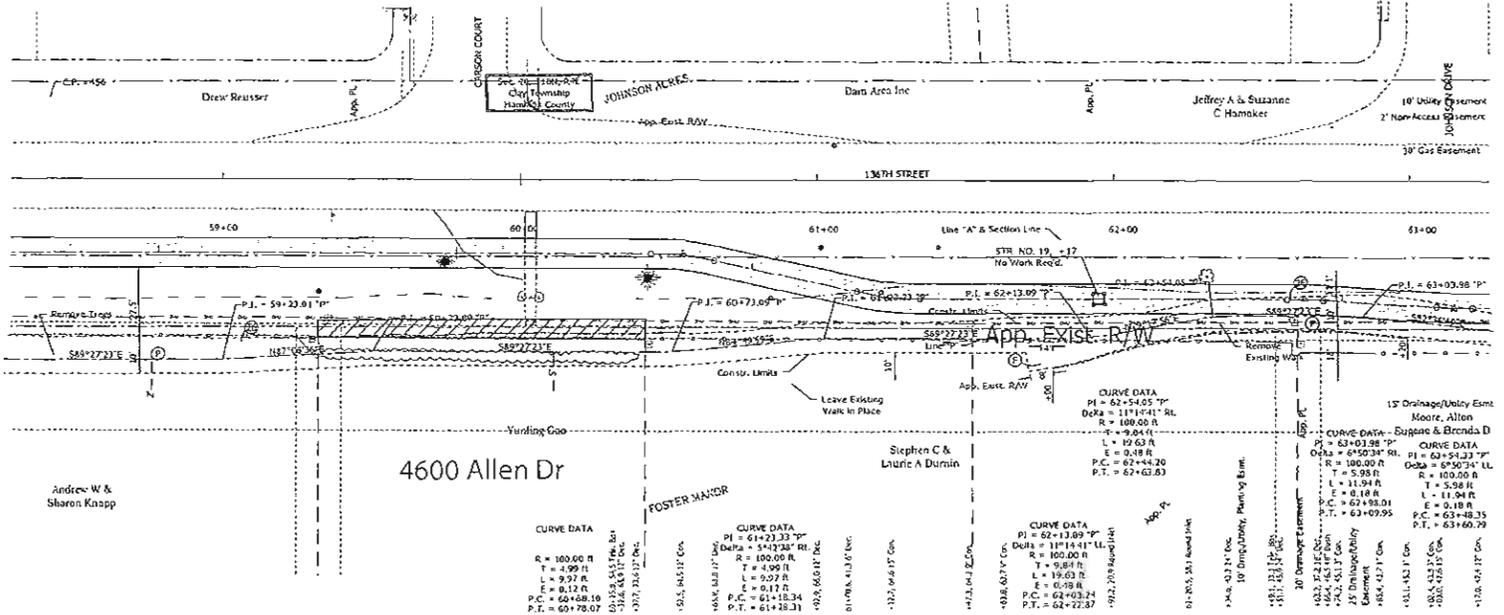
\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

#69850

# Exhibit "A"



 Hatched area is the approximate location of temporary access





**RIGHT OF ENTRY**

(136<sup>th</sup> Street Sidewalk Removal – Kidd – 4628 Allen Drive)

This RIGHT OF ENTRY has been executed this 11<sup>th</sup> day of June, 2016 by the undersigned, Bruce K. Kidd and Christine A. Kidd (collectively the "Grantor"), to and for the benefit of the City of Carmel, Indiana, ("Grantee").

**RECITALS**

**WHEREAS**, Grantor is the owner of certain real estate (the "Grantor Parcel") located in the City of Carmel, Hamilton County, Indiana, which Grantor Parcel is more particularly described in attached Exhibit A; and

**WHEREAS**, Grantee has undertaken a public project in which a multi-use path and/or sidewalk has been installed within the existing right of way along 136<sup>th</sup> Street between Gray Road and Keystone Avenue in Carmel, Clay Township, Hamilton County, Indiana (the "Project"); and

**WHEREAS**, due to the construction of the Project, a portion of a previously installed public concrete sidewalk located on the Grantor Parcel and shown on Exhibit A (the "Previously Existing Sidewalk") is no longer necessary for any public use or purpose; and

**WHEREAS**, as part of the Project, Grantee is willing to remove the Previously Existing Sidewalk and plant grass seed in place of the Previously Existing Sidewalk on Grantor's Parcel.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), the foregoing Recitals, all of which are incorporated herein, and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

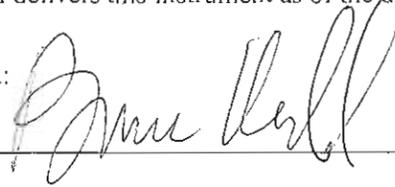
1. Grantor hereby grants to Grantee and its respective employees, agents and contractors, the right to enter upon the Grantor Parcel and the right to use the Grantor Parcel for any lawful purpose related to the Project including, but not limited to, removal of the Previously Existing Sidewalk, planting of grass seed in the area of the removed Previously Existing Sidewalk and any and all other acts necessary to undertake and complete the Project (the "Additional Work").
2. Grantee shall protect, indemnify, hold harmless and defend Grantor from and against any and all loss, cost, damage, expense, demand, claim, suit or other liability, including but not limited to reasonable attorney fees which result from the acts of the Grantee, its employees, agents or contractors under this Right of Entry.
3. Grantee shall not cause damage to the Grantor Parcel, except the normal and reasonable construction disturbance associated with the Additional Work, and upon completion of the Additional Work, shall promptly return the Grantor Parcel to a condition that is substantially the same as its condition prior to the grant of this Right of Entry.
4. Upon completion of the Additional Work, Grantee shall have no further obligation or duty with respect to the Additional Work. Grantor shall maintain, replace, mow and otherwise be responsible for the grass seed planted by Grantee.

5. This Right of Entry shall be irrevocable until the completion of the Additional Work.
6. Grantor, by executing below, hereby warrants that Grantor is the lawful owner of the Grantor Parcel and that there is no encumbrance or other restriction upon Grantor or approval required for Grantor providing this Right of Entry to Grantee.

IN WITNESS WHEREOF, Grantor has executed and delivers this instrument as of the day and year first above written.

GRANTOR:

By: \_\_\_\_\_



Printed: Bruce K. Kidd

Address: 4628 Allen Drive, Carmel, Indiana 46033

Phone: \_\_\_\_\_

317-843-1913

Email: \_\_\_\_\_

BKidd@walkerinfo.com

GRANTOR:

By: \_\_\_\_\_



Printed: Christine A. Kidd

Address: 4628 Allen Drive, Carmel, Indiana 46033

Phone: \_\_\_\_\_

317 843 1915

Email: \_\_\_\_\_

brucekidd@gmail.com

Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CARMEL, INDIANA  
By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_





**RIGHT OF ENTRY**  
(136<sup>th</sup> Street Sidewalk Removal – Brodt – 13599 Dallas Drive)

This RIGHT OF ENTRY has been executed this 9 day of June, 2016 by the undersigned, William Eric Brodt and Nancy L. Brodt (collectively the "Grantor"), to and for the benefit of the City of Carmel, Indiana, ("Grantee").

**RECITALS**

**WHEREAS**, Grantor is the owner of certain real estate (the "Grantor Parcel") located in the City of Carmel, Hamilton County, Indiana, which Grantor Parcel is more particularly described in attached Exhibit A; and

**WHEREAS**, Grantee has undertaken a public project in which a multi-use path and/or sidewalk has been installed within the existing right of way along 136<sup>th</sup> Street between Gray Road and Keystone Avenue in Carmel, Clay Township, Hamilton County, Indiana (the "Project"); and

**WHEREAS**, due to the construction of the Project, a portion of a previously installed public concrete sidewalk located on the Grantor Parcel and shown on Exhibit A (the "Previously Existing Sidewalk") is no longer necessary for any public use or purpose; and

**WHEREAS**, as part of the Project, Grantee is willing to remove the Previously Existing Sidewalk and plant grass seed in place of the Previously Existing Sidewalk on Grantor's Parcel.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), the foregoing Recitals, all of which are incorporated herein, and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Grantor hereby grants to Grantee and its respective employees, agents and contractors, the right to enter upon the Grantor Parcel and the right to use the Grantor Parcel for any lawful purpose related to the Project including, but not limited to, removal of the Previously Existing Sidewalk, planting of grass seed in the area of the removed Previously Existing Sidewalk and any and all other acts necessary to undertake and complete the Project (the "Additional Work").
2. Grantee shall protect, indemnify, hold harmless and defend Grantor from and against any and all loss, cost, damage, expense, demand, claim, suit or other liability, including but not limited to reasonable attorney fees which result from the acts of the Grantee, its employees, agents or contractors under this Right of Entry.
3. Grantee shall not cause damage to the Grantor Parcel, except the normal and reasonable construction disturbance associated with the Additional Work, and upon completion of the Additional Work, shall promptly return the Grantor Parcel to a condition that is substantially the same as its condition prior to the grant of this Right of Entry.
4. Upon completion of the Additional Work, Grantee shall have no further obligation or duty with respect to the Additional Work. Grantor shall maintain, replace, mow and otherwise be responsible for the grass seed planted by Grantee.

5. This Right of Entry shall be irrevocable until the completion of the Additional Work.
6. Grantor, by executing below, hereby warrants that Grantor is the lawful owner of the Grantor Parcel and that there is no encumbrance or other restriction upon Grantor or approval required for Grantor providing this Right of Entry to Grantee.

IN WITNESS WHEREOF, Grantor has executed and delivers this instrument as of the day and year first above written.

GRANTOR:

By: William Eric Brodt

Printed: William Eric Brodt

Address: 13599 Dallas Drive, Carmel, Indiana 46033

Phone: 317-846-5568

Email: ebrodt@indy,rr.com

GRANTOR:

By: Nancy Brodt

Printed: Nancy L. Brodt

Address: 13599 Dallas Drive, Carmel, Indiana 46033

Phone: 317-846-5568

Email: ebrodt@indy,rr.com

Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CARMEL, INDIANA  
By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

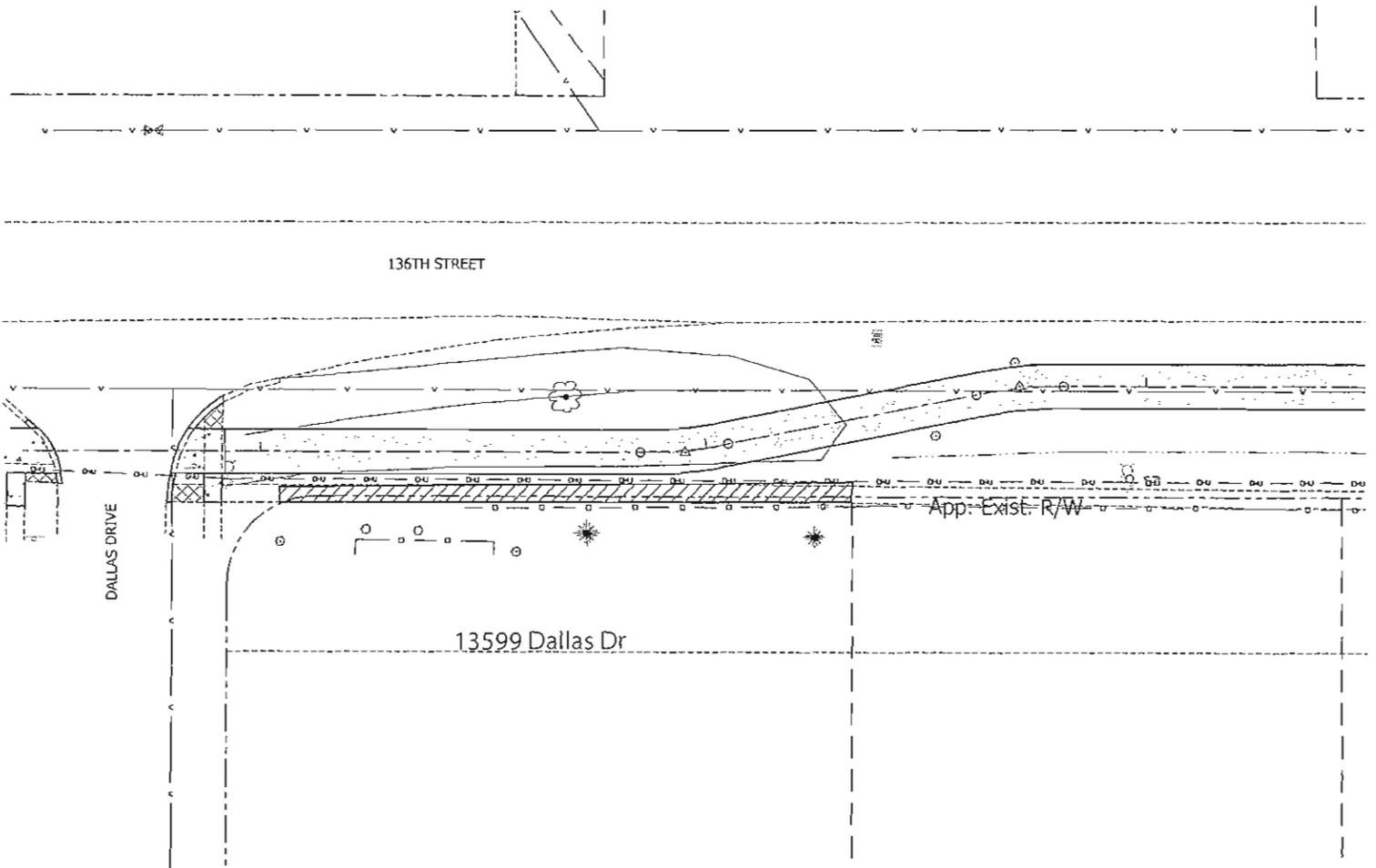
\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

Exhibit "A"



 Hatched area is the approximate location of temporary access





## RIGHT OF ENTRY

(136<sup>th</sup> Street Sidewalk Removal – Burke - 4664 Allen Drive)

This RIGHT OF ENTRY has been executed this 22 day of June, 2016 by the undersigned, Brandon T. Burke and Alexis Burke (collectively the "Grantor"), to and for the benefit of the City of Carmel, Indiana, ("Grantee").

### RECITALS

**WHEREAS**, Grantor is the owner of certain real estate (the "Grantor Parcel") located in the City of Carmel, Hamilton County, Indiana, which Grantor Parcel is more particularly described in attached Exhibit A; and

**WHEREAS**, Grantee has undertaken a public project in which a multi-use path and/or sidewalk has been installed within the existing right of way along 136<sup>th</sup> Street between Gray Road and Keystone Avenue in Carmel, Clay Township, Hamilton County, Indiana (the "Project"); and

**WHEREAS**, due to the construction of the Project, a portion of a previously installed public concrete sidewalk located on the Grantor Parcel and shown on Exhibit A (the "Previously Existing Sidewalk") is no longer necessary for any public use or purpose; and

**WHEREAS**, as part of the Project, Grantee is willing to remove the Previously Existing Sidewalk and plant grass seed in place of the Previously Existing Sidewalk on Grantor's Parcel.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), the foregoing Recitals, all of which are incorporated herein, and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Grantor hereby grants to Grantee and its respective employees, agents and contractors, the right to enter upon the Grantor Parcel and the right to use the Grantor Parcel for any lawful purpose related to the Project including, but not limited to, removal of the Previously Existing Sidewalk, planting of grass seed in the area of the removed Previously Existing Sidewalk and any and all other acts necessary to undertake and complete the Project (the "Additional Work").
2. Grantee shall protect, indemnify, hold harmless and defend Grantor from and against any and all loss, cost, damage, expense, demand, claim, suit or other liability, including but not limited to reasonable attorney fees which result from the acts of the Grantee, its employees, agents or contractors under this Right of Entry.
3. Grantee shall not cause damage to the Grantor Parcel, except the normal and reasonable construction disturbance associated with the Additional Work, and upon completion of the Additional Work, shall promptly return the Grantor Parcel to a condition that is substantially the same as its condition prior to the grant of this Right of Entry.
4. Upon completion of the Additional Work, Grantee shall have no further obligation or duty with respect to the Additional Work. Grantor shall maintain, replace, mow and otherwise be responsible for the grass seed planted by Grantee.

5. This Right of Entry shall be irrevocable until the completion of the Additional Work.
6. Grantor, by executing below, hereby warrants that Grantor is the lawful owner of the Grantor Parcel and that there is no encumbrance or other restriction upon Grantor or approval required for Grantor providing this Right of Entry to Grantee.

IN WITNESS WHEREOF, Grantor has executed and delivers this instrument as of the day and year first above written.

GRANTOR:

By: Brandon T. Burke

Printed: Brandon T. Burke

Address: 4664 Allen Drive, Carmel, Indiana 46033

Phone: 317-945-3753

Email: bburke@hwcengineering.com

GRANTOR:

By: Alexis Burke

Printed: Alexis Burke

Address: 4664 Allen Drive, Carmel, Indiana 46033

Phone: 574.292.3606

Email: lexalita@comcast.net

Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CARMEL, INDIANA  
By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

#69844



**RIGHT OF ENTRY**  
(136<sup>th</sup> Street Sidewalk Removal – Knapp – 4646 Allen Drive)



This RIGHT OF ENTRY has been executed this 11 day of July, 2016 by the undersigned, Andrew W. Knapp and Sharon R. Knapp (collectively the "Grantor"), to and for the benefit of the City of Carmel, Indiana, ("Grantee").

**RECITALS**

**WHEREAS**, Grantor is the owner of certain real estate (the "Grantor Parcel") located in the City of Carmel, Hamilton County, Indiana, which Grantor Parcel is more particularly described in attached Exhibit A; and

**WHEREAS**, Grantee has undertaken a public project in which a multi-use path and/or sidewalk has been installed within the existing right of way along 136<sup>th</sup> Street between Gray Road and Keystone Avenue in Carmel, Clay Township, Hamilton County, Indiana (the "Project"); and

**WHEREAS**, due to the construction of the Project, a portion of a previously installed public concrete sidewalk located on the Grantor Parcel and shown on Exhibit A (the "Previously Existing Sidewalk") is no longer necessary for any public use or purpose; and

**WHEREAS**, as part of the Project, Grantee is willing to remove the Previously Existing Sidewalk and plant grass seed in place of the Previously Existing Sidewalk on Grantor's Parcel.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), the foregoing Recitals, all of which are incorporated herein, and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Grantor hereby grants to Grantee and its respective employees, agents and contractors, the right to enter upon the Grantor Parcel and the right to use the Grantor Parcel for any lawful purpose related to the Project including, but not limited to, removal of the Previously Existing Sidewalk, planting of grass seed in the area of the removed Previously Existing Sidewalk and any and all other acts necessary to undertake and complete the Project (the "Additional Work").
2. Grantee shall protect, indemnify, hold harmless and defend Grantor from and against any and all loss, cost, damage, expense, demand, claim, suit or other liability, including but not limited to reasonable attorney fees which result from the acts of the Grantee, its employees, agents or contractors under this Right of Entry.
3. Grantee shall not cause damage to the Grantor Parcel, except the normal and reasonable construction disturbance associated with the Additional Work, and upon completion of the Additional Work, shall promptly return the Grantor Parcel to a condition that is substantially the same as its condition prior to the grant of this Right of Entry.
4. Upon completion of the Additional Work, Grantee shall have no further obligation or duty with respect to the Additional Work. Grantor shall maintain, replace, mow and otherwise be responsible for the grass seed planted by Grantee.

Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CARMEL, INDIANA  
By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

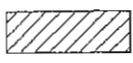
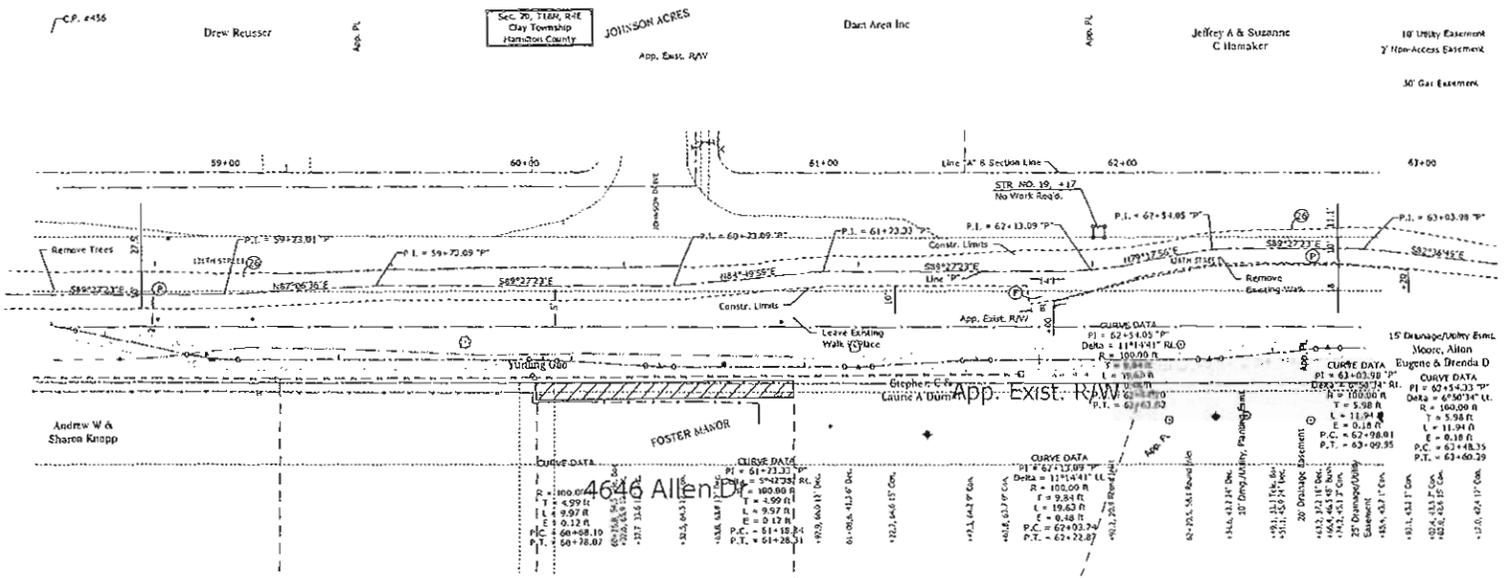
\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

# Exhibit "A"



Hatched area is the approximate location of temporary access





## RIGHT OF ENTRY

(136<sup>th</sup> Street Sidewalk Removal – Young – 4634 Allen Drive)

This RIGHT OF ENTRY has been executed <sup>ply</sup> this ~~11<sup>th</sup>~~ <sup>11<sup>th</sup></sup> day of July, 2016 by the undersigned, Robert L. Young and Barbara S. Young (collectively the "Grantor"), to and for the benefit of the City of Carmel, Indiana, ("Grantee").

### RECITALS

**WHEREAS**, Grantor is the owner of certain real estate (the "Grantor Parcel") located in the City of Carmel, Hamilton County, Indiana, which Grantor Parcel is more particularly described in attached Exhibit A; and

**WHEREAS**, Grantee has undertaken a public project in which a multi-use path and/or sidewalk has been installed within the existing right of way along 136<sup>th</sup> Street between Gray Road and Keystone Avenue in Carmel, Clay Township, Hamilton County, Indiana (the "Project"); and

**WHEREAS**, due to the construction of the Project, a portion of a previously installed public concrete sidewalk located on the Grantor Parcel and shown on Exhibit A (the "Previously Existing Sidewalk") is no longer necessary for any public use or purpose; and

**WHEREAS**, as part of the Project, Grantee is willing to remove the Previously Existing Sidewalk and plant grass seed in place of the Previously Existing Sidewalk on Grantor's Parcel.

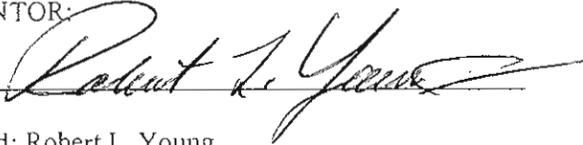
**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), the foregoing Recitals, all of which are incorporated herein, and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Grantor hereby grants to Grantee and its respective employees, agents and contractors, the right to enter upon the Grantor Parcel and the right to use the Grantor Parcel for any lawful purpose related to the Project including, but not limited to, removal of the Previously Existing Sidewalk, planting of grass seed in the area of the removed Previously Existing Sidewalk and any and all other acts necessary to undertake and complete the Project (the "Additional Work").
2. Grantee shall protect, indemnify, hold harmless and defend Grantor from and against any and all loss, cost, damage, expense, demand, claim, suit or other liability, including but not limited to reasonable attorney fees which result from the acts of the Grantee, its employees, agents or contractors under this Right of Entry.
3. Grantee shall not cause damage to the Grantor Parcel, except the normal and reasonable construction disturbance associated with the Additional Work, and upon completion of the Additional Work, shall promptly return the Grantor Parcel to a condition that is substantially the same as its condition prior to the grant of this Right of Entry.
4. Upon completion of the Additional Work, Grantee shall have no further obligation or duty with respect to the Additional Work. Grantor shall maintain, replace, mow and otherwise be responsible for the grass seed planted by Grantee.

5. This Right of Entry shall be irrevocable until the completion of the Additional Work.
6. Grantor, by executing below, hereby warrants that Grantor is the lawful owner of the Grantor Parcel and that there is no encumbrance or other restriction upon Grantor or approval required for Grantor providing this Right of Entry to Grantee.

IN WITNESS WHEREOF, Grantor has executed and delivers this instrument as of the day and year first above written.

GRANTOR:

By: 

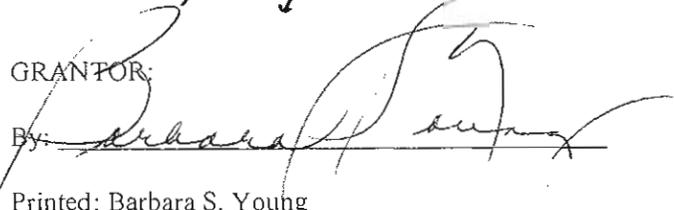
Printed: Robert L. Young

Address: 4634 Allen Drive, Carmel, Indiana 46033

Phone: 317-714-0025

Email: bob.young@IQUEST.NET

GRANTOR:

By: 

Printed: Barbara S. Young

Address: 4634 Allen Drive, Carmel, Indiana 46033

Phone: 317-714-0025

Email: bob.young@IQUEST.NET

Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF CARMEL, INDIANA  
By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member

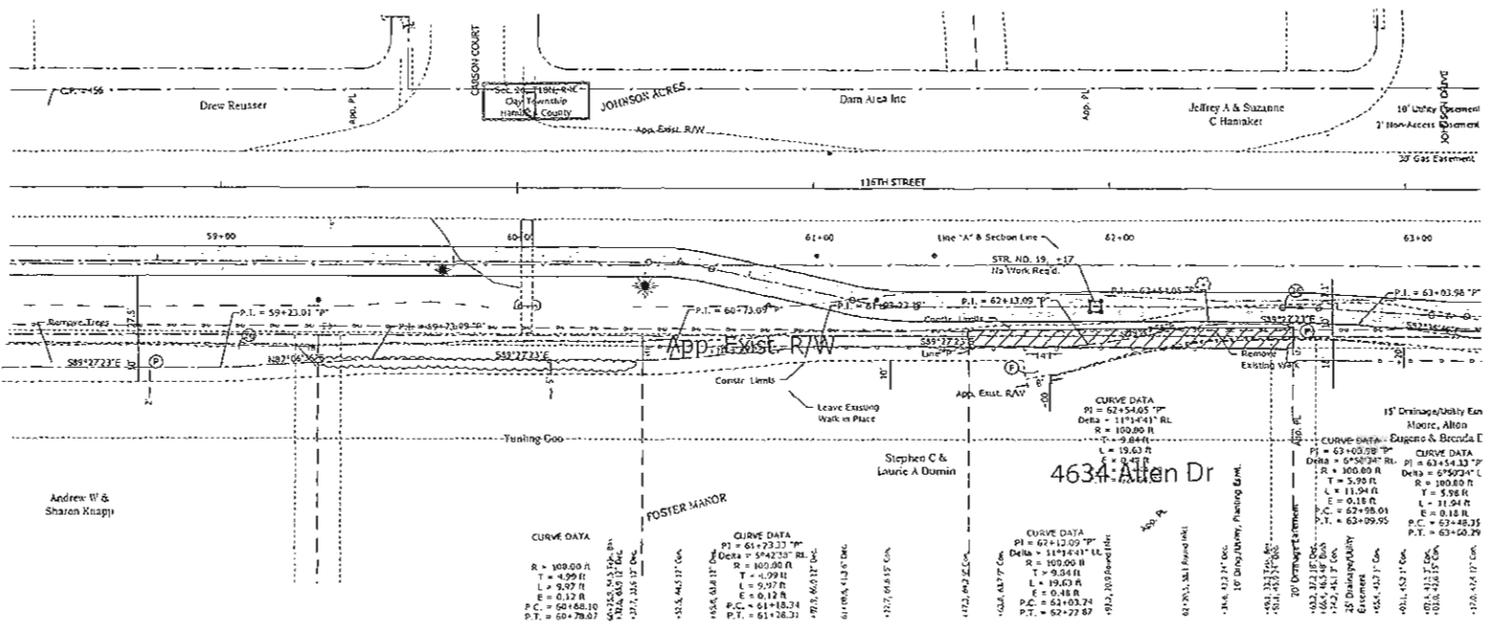
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

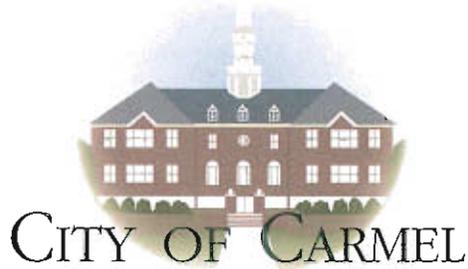
Date: \_\_\_\_\_

# Exhibit "A"



 Hatched area is the approximate location of temporary access





September 20, 2016

JAMES BRAINARD, MAYOR

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: CAMDEN WALK SECTION TWO "B" – FINAL PLAT**

Dear Board Members:

Mr. Brett Huff, Project Manager for Stoepfelwerth Engineering, on behalf of Mr. Steven Wilson and Camden Walk LLC., has requested the Final Plat of Camden Walk, Section Two "B" be placed on the Board of Public Works and Safety agenda for approval and signatures.

This Final Plat consists of 22 lots and one common area to be constructed in part of the Northeast Quarter of Section 8, Township 17 North, Range 3 East. All performance guarantees have been submitted per City Ordinance.

The final plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this final plat.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: CAMDEN WALK SECTION TWO B MYLAR PLAT

S:\BPW16\RECORD PLAT\CAMDEM WALK2B.DOC



STOEPPELWERTH

ALWAYS ON

ofc: 317.849.5935  
fax: 317.849.5942

7965 East 106th Street  
Fishers, IN 46038-2505  
www.stooppelwerth.com

September 19, 2016

Carmel Department of Engineering  
One Civic Square, 1<sup>st</sup> Floor  
Carmel, Indiana 46032

Attention: David Barnes

Re: Camden Walk, Section 2B

Dear Mr. Barnes;

On behalf of the developer Camden Walk, LLC, I would like to request that the plat for Camden Walk, Section 2B be placed on the agenda for the next Board of Public Works meeting October 5, 2016.

If you have any questions, please feel free to give me a call at (317) 570-4841.

Thank you,

STOEPPELWERTH & ASSOCIATES, INC.

Brett A. Huff

Cc: Steve Wilson

BAH/meb  
S:\29160S2\Blue\_Book\Agency Correspondence\CarmelEngineeringBarnes09-16-16.doc

LAND DEVELOPMENT SUPPORT SOLUTIONS

ENGINEERING | SURVEYING

# CAMDEN WALK SECTION TWO "B" FINAL PLAT

(PART OF NE. 1/4, SECTION 8, T17N-R3E, CLAY TOWNSHIP)

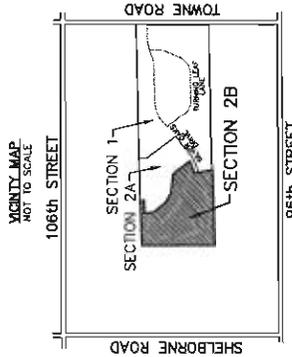
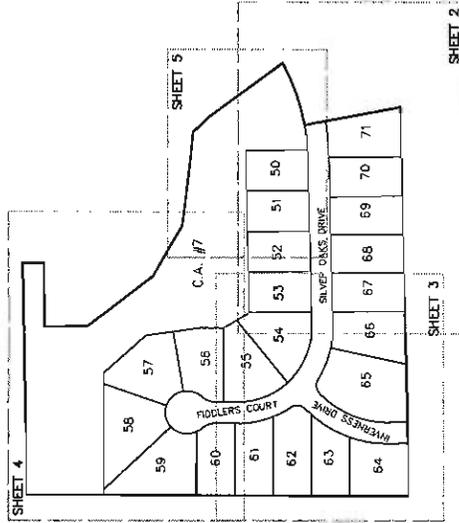
Prepared by:  
Dennis D. Olmstead  
Dennis D. Olmstead Associates, Inc.  
7305 E. 108th Street  
Fishers, Indiana 46038  
Phone: (317) 848-5935

Developed by:  
Camden Walk, LLC  
20000 Camden Walk  
Carmel, Indiana 46032  
Contact: Steve Wilson  
(317) 846-2555  
steve@camdenwalk.com  
Email: [SteveWilson@camdenwalk.com](mailto:SteveWilson@camdenwalk.com)

Submission Date: 7/27/08  
Source of Title:  
Warranty Deed Instrument: 199909346844

Carmel/Clay Plan Commission Abs.  
Primary Plat Docket No. 88-98 pp.  
Secondary Plat Docket No. 0806020 SP

Zoning: R050-S1  
S.Y. Min. 10', 20' Aggregate  
R.Y. Min. 20' (for principal building)



- LEGEND**
- 25 LOT NUMBER
  - BASELINE
  - DRAINAGE UTILITY & SANITARY SEWER EASEMENT
  - DRAINAGE UTILITY & REGULATED DRAINAGE EASEMENT
  - DRAINAGE UTILITY EASEMENT
  - REGULATED DRAINAGE EASEMENT
  - TREE PRESERVATION EASEMENT
  - FLOOD HAZARD AREA
  - C.A. (CROSS AREA)
  - VAR. (VARIABLE WIDTH)

**SITE NOTES.**

RESERVATIVE SIGNS, SPRINKLER SYSTEMS, TREES, LANDSCAPING MONUMENTS, FENCES, LIGHT POLE OR OTHER SUCH UTILITIES SHALL NOT BE PERMITTED WITHIN THE RIGHT-OF-WAY.  
THIS SITE IS LOCATED IN A ZONE Y (AS IS DETERMINED TO BE OUTSIDE 800-YEAR FLOODPLAIN) AS PLOTTED TO SCALE ON COMMUNITY PANEL NO. 180037 C 07.15' OF THE FLOOD INSURANCE RATE MAPS FOR HAMILTON COUNTY, DATED FEBRUARY 18, 2003.  
ON-SITE FOR MINIMUM ADJACENT GRADE ELEVATIONS IS NGVD 1929

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C-1	350.00'	81.57'	40.87'	88.533051'	97.2330°	97.2330°
C-2	250.00'	199.48'	105.38'	321.363434'	453.4248°	453.4248°
C-3	25.00'	34.24'	20.41'	31.82'	59.931507°	7827.47°
C-4	25.00'	34.24'	20.41'	31.82'	109.931408°	7827.47°
C-5	50.00'	36.14'	18.80'	35.36'	8289.3729°	4174.35°
C-7	50.00'	36.14'	18.80'	35.36'	5292.5305°	4174.35°



Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012

# CAMDEN WALK SECTION TWO "B" FINAL PLAT

Prepared By:  
Dennis D. Olmstead  
Stoppelweh & Associates, Inc.  
1100 E. 10th Street  
Terre Haute, Indiana 46785  
Phone: (317) 849-5935

Owner:  
Camden Walk, LLC  
239 Keystone Way  
Carmel, Indiana 46032  
Contact: (317) 846-2555  
Richard Corrigan  
Email: [Sales@stoppelweh.com](mailto:Sales@stoppelweh.com)

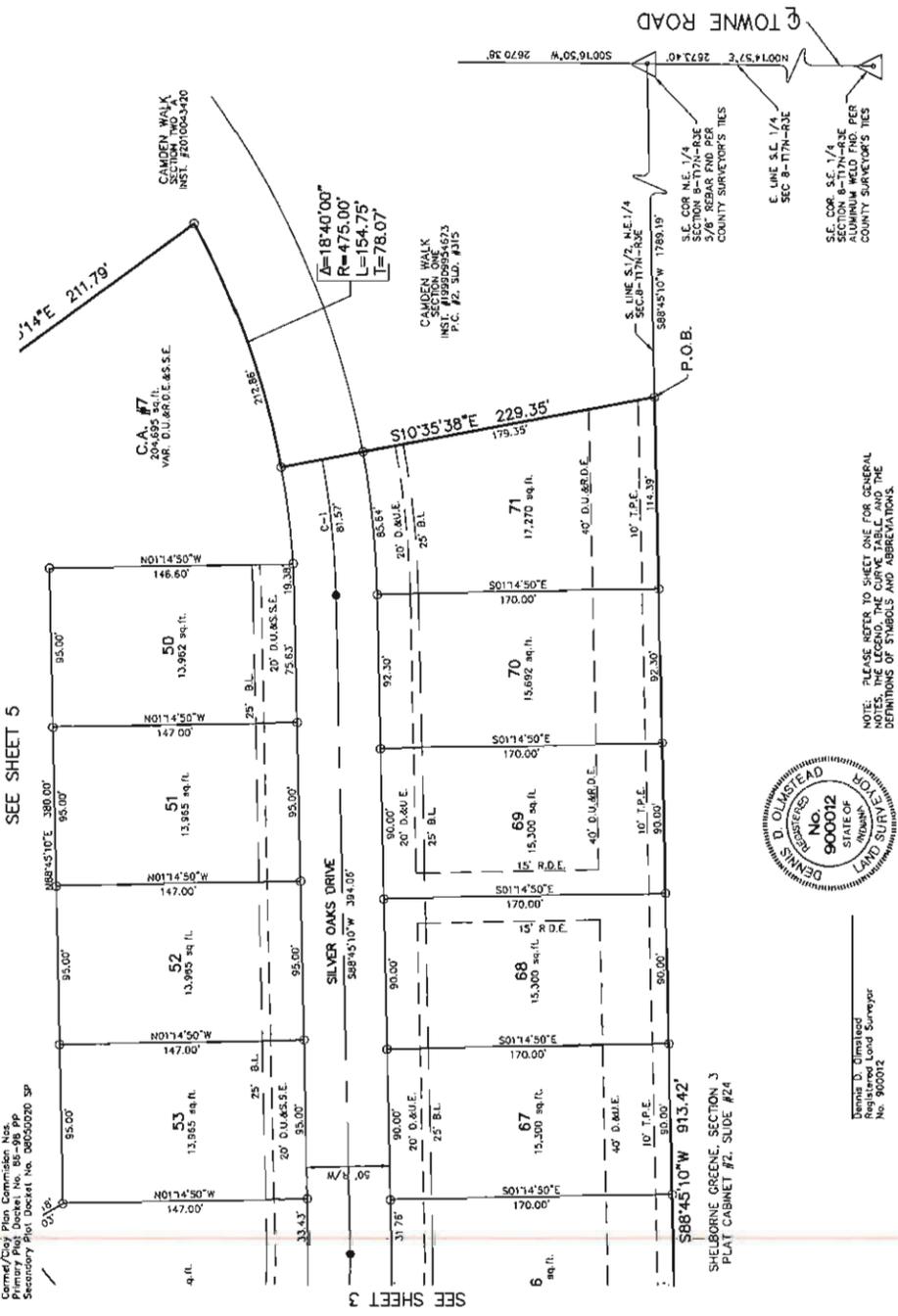
Submission Date: 7/21/08

Source of Title:  
Warranty Deed Instrument: 1998099-8844

Comps./Plat: Plat Commission Nos.  
Primary Plat Decket No. 85-08 Pp  
Secondary Plat Decket No. 08050020 SP



SEE SHEET 5



SEE SHEET 3



Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012

SHELBORNE GREENE, SECTION 3  
PLAT CABINET #2, SLIDE #24

NOTE: PLEASE REFER TO SHEET ONE FOR GENERAL DEFINITIONS OF SYMBOLS AND ABBREVIATIONS.







# CAMDEN WALK SECTION TWO "B" FINAL PLAT

Prepared By:  
Dennis D. Olmstead  
Sierpferwerth & Associates, Inc.  
7805 E. 108th Street  
Indianapolis, Indiana 46256  
Phone: (317) 846-9835

Developed by:  
LLC  
219 Kentucky Way  
Carmel, Indiana 46032  
Contact: (317) 846-2555  
Richard Carner  
Email: sawplac@car.com

Submission Date: 7/21/08

Source of Title:  
Warranty Deed Instrument: 199609949844

Carmel/Clay Plan Commission Record  
Secondary Plat District No. 08050020 SP

A subdivision of part of the South Half of the Northwest Quarter of Section 8, Township 17 North, Range 3 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter of said Section 8, also being the southeast corner of Camden Walk, Section One, the plat of which is recorded as instrument number 98-986223 in the Hamilton County Recorder's Office, and running South 88 degrees 45 minutes 10 seconds East 1789.19 feet along the north line of said Northeast Quarter to the south line of said Camden Walk, Section One to the POINT OF BEGINNING of this description; thence continuing South 88 degrees 45 minutes 10 seconds West 913.42 feet along said line to the southeast corner of said Northeast Quarter, said point also being the southeast corner of said Section 8, Township 17 North, Range 3 East, Hamilton County, Indiana, instrument number 97-31188 in the aforesaid Recorder's Office; thence North 00 degrees 10 minutes 46 seconds East 898.36 feet along the east line of Sheburne Green, Section 2; thence North 88 degrees 45 minutes 10 seconds East 542.80 feet to the northeast corner of Camden Walk, Section Two "A", the plat of which is recorded as instrument number 07-207453 in the Hamilton County Recorder's Office; thence North 00 degrees 10 minutes 46 seconds East 50.00 feet; 2) South 88 degrees 45 minutes 10 seconds West 150.53 feet; 3) South 01 degrees 14 minutes 50 seconds East 100.00 feet; 4) South 35 degrees 34 minutes 33 seconds East 58.47 feet; 5) South 37 degrees 38 minutes 59 seconds East 37.28 feet; 6) South 66 degrees 14 minutes 10 seconds East 337.20 feet; 7) South 88 degrees 45 minutes 10 seconds East 141.00 feet; 8) South 88 degrees 45 minutes 26 seconds East 81.15 feet; 9) South 43 degrees 06 minutes 01 seconds East 52.24 feet; 10) South 35 degrees 55 minutes 14 seconds East 211.79 feet to a point on a curve concave northerly; the radius point of said curve being North 29 degrees 15 minutes 37 seconds West 475.00 feet from said point; 11) westerly along the arc of said curve 100.00 feet to the center of said curve; thence South 10 degrees 35 minutes 38 seconds East 475.00 feet from the center of said curve to the eastern boundary of said Camden Walk, Section Two "A" and thence North 00 degrees 10 minutes 46 seconds East 166.00 feet to the intersection of said boundary with the eastern boundary of said Section 8, Township 17 North, Range 3 East, Hamilton County, Indiana, subject to all legal highways, rights-of-way, easements, and restrictions of record.

The subdivisions coincide at 22 feet numbered 59-71 (both, inclusive) and 1 Common Area labeled C.A. #7. The size of lots and width of streets are shown in feet and decimal points thereof.

Cross-Reference is hereby made to a survey plat dated November 18, 1998 prepared by Sierpferwerth & Associates, Inc. in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code recorded as instrument number 98086223 in the Office of the Recorder of Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor licensed in compliance with the laws of the State of Indiana and that I have taken reasonable care to reflect each social security number in this survey plat, and that to the best of my knowledge and belief there has been no change from the matters of survey revealed by the cross-reference survey on any line that are common with the new subdivision.

Witness my signature this \_\_\_\_\_ day of \_\_\_\_\_, 2016.



Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012

### BOARD OF PUBLIC WORKS AND SAFETY

This Plat was approved by the Board of Public Works and Safety of the City of Carmel, Indiana, at a meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

James Brinkhart, Mayor

Lori Wilson, Member

Mary Ann Burke, Member

Diana L. Corday, Clerk Treasurer

This subdivision shall be known and designated as Camden Walk, Section Two "B", a subdivision in the City of Carmel. All streets shown and not heretofore dedicated, are hereby dedicated to the public.

This plat is subject to the declaration of covenants, conditions and restrictions of Camden Walk recorded as instrument no. 1999-935672 and any amendments thereto.

In Testimony whereof, witness the signature of Owner and Declarant, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Owner/Subdivider: Camden Walk, LLC

Steven A. Wilson, Partner  
Richard J. Carner, Partner

State of Indiana }  
County of \_\_\_\_\_ } SS:

Below me, the undersigned, a Notary Public in and for said County and State, personally appeared Perdon Camden Walk, LLC and acknowledged the execution of this instrument as his voluntary act and deed and certified his signature thereto.

Witness my signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.



Notary Public  
County of Residence \_\_\_\_\_  
My commission expires \_\_\_\_\_

Under authority provided by Indiana Code 36-7-4-710, and ordinances adopted by the Common Council of the City of Carmel, Indiana, this plat was given approval by the City of Carmel as follows:

Cross-Reference approval by the Department of Community Services pursuant to Article XI of the Carmel/Clay Plan Commission's Rules of Procedure on \_\_\_\_\_

By: Michael P. Hallsbach,  
Director Department of Community Services  
Carmel, Indiana

I, Dennis D. Olmstead, Registered Land Surveyor, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana.

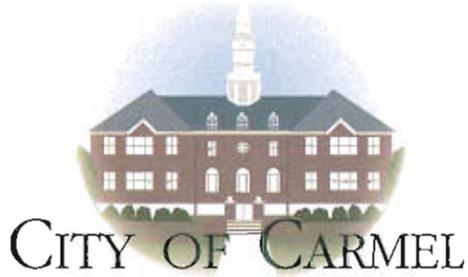
That all the monuments shown thereon, as shown, actually exist and that the location, size, type and material are accurate and that all requirements specified in the subdivision ordinance of the City of Carmel have been met.



Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012

I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each social security number in this document, unless required by law.

Dennis D. Olmstead



September 22, 2016

JAMES BRAINARD, MAYOR

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: REPLAT OF BLOCK "C" – THE COTTAGES AT CARMEL**

Dear Board Members:

Mr. Troy Terew, PLS at True North Surveying, representing Carmel Cottages, LLC, has requested the Replat of Block "C", The Cottages at Carmel, be placed on the Board of Public Works and Safety agenda for approval and signatures.

This re-plat subdivides Block "C" of the Cottages of Carmel into two lots numbered #5 and #6.

The re-plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this re-plat.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR RE-PLAT

S:\BPW16\RECORD PLAT\BLOCK"C"COTTAGESATCARMEL.DOC

September 22, 2016



City of Carmel  
Board of Public Works  
Attn: Mr. David R. Barnes  
1 Civic Square  
Carmel, Indiana 46032

Re: Block "C", Units #5 & #6 - The Cottages at Carmel, Docket #16050003 SP - Replat

Dear Mr. Barnes:

True North is formerly requesting to be placed on the next available Board of Public Works agenda to hear the above referenced case.

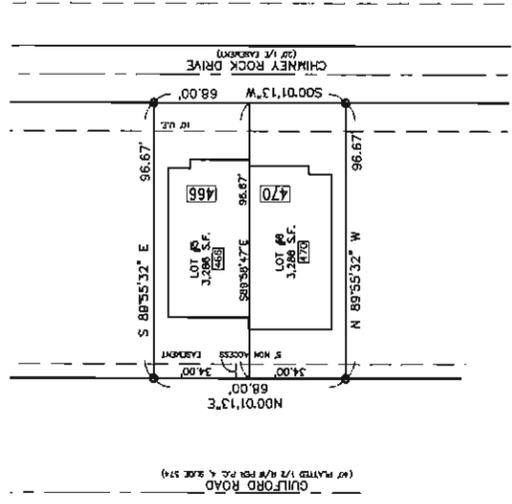
Sincerely,



Troy A. Terew, PLS  
True North Surveying  
Agent to Owner

# REPLAT OF BLOCK "C" THE COTTAGES AT CARMEL

- (ASSUMED WORK)
- 0 10 20 30 40
- LEGEND**
- D & U.E.
  - S.O. & U.E.
  - 1/2" EASEMENT
  - 3/8" CAPPED REBAR SET, STAMPED "TMS"
  - STREET ADDRESS
  - SQUARE FEET
  - DRAINAGE & UTILITY EASEMENT
  - SEWER, DRAINAGE & UTILITY EASEMENT
  - INGRESS/EGRESS EASEMENT



SITE ZONING: B-7/BUSINESS

I, Troy A. Terew, PLS, affirm, under the penalties for perjury, that I have taken reasonable care to recite each Social Security number in this document, unless required by law.

**TAT**

PREPARED FOR: CAROL CONTRACTS, LLC  
11027 ALPHEUS LANE, SUITE #207  
CARMEL, INDIANA 46032  
PHONE: (765) 497-1104

DATE: 04/21/18  
JOB # 18-047  
REV. 2

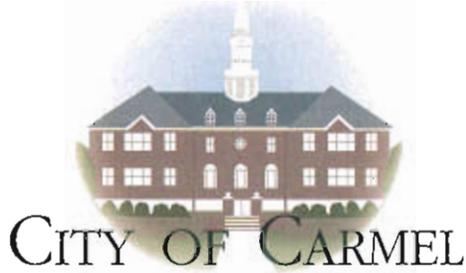
**TRUE NORTH**

LAND DEVELOPMENT CONSULTING & LAND SURVEYING SERVICES  
10000 N. STATE ROAD 4600  
FARMERS, INDIANA 46032  
PHONE: (317) 841-9254  
FAX: (317) 841-9254  
WWW.TRUE-NORTH-INDIANA.COM

CARMEL DOCKET NOS:  
#18050013 2P—REPLAT  
#18050014 2P  
#18050015 2P  
#18050016 2P  
#18050017 2P

THIS INSTRUMENT PREPARED BY TROY A. TEREW, P.L.S., OF TRUE NORTH SURVEYING, LLC





September 21, 2016

JAMES BRAINARD, MAYOR

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: KENSINGTON GREEN – STORMWATER TECHNICAL STANDARDS VARIANCES**

Dear Board Members:

Mr. David Marks, Team Leader for Williams Creek Consulting, is requesting variances from the Stormwater Technical Standards Manual in association with the Kensington Green Subdivision to be located in the Northeast corner of Smokey Row Road and Rohrer Road.

The following variances are requested:

**SECTION 302.06(2) STORMWATER STANDARDS – “The 100-year elevation of stormwater detention facilities shall be separated by not less than 25 feet from any building or structure to be occupied.”**

The petitioner has noted that the project will vary from this standard but not include any surface ponding as a result of the 100-year storm event. A clay liner has been specified to enclose the subsurface storage area to prevent seeping into basement.

**SECTION 302.06(12) STORMWATER STANDARDS – “Detention basins shall be sized to detain the runoff from the fully developed right-of-way per the City of Carmel 20 year Thoroughfare Plan across all frontages, regardless of existing watershed boundaries or drainage breaks/divides.”**

The petitioner also notes that the project will not include the fully developed right-of-way for Smokey Row Road due to elevation differences. It is not feasible for any future right-of-way improvements to be connected to the proposed stormwater management system.

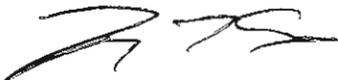
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**SECTION 302.12 STORMWATER STANDARDS – “Design and construction of the stormwater facility shall provide for the discharge of the stormwater runoff from off-site land areas as well as the stormwater from the area being developed to an acceptable outlet having capacity to receive upstream and on-site drainage.”**

Petitioner indicates that the project is a zero-discharge site in that there is no stormwater discharge for storms less than or equal to the equivalent 1% chance storm each year. Therefore, no outlet is required. The project mimics or enhances the existing condition in the area.

The Department of Engineering, in review of the proposed and existing conditions, has determined that the variances requested are considered valid given the existing site constraints involved with the project. Site development requires detention area, this project is located in an area that would allow the zero-discharge of its individual detention area. Additionally, topography along Smokey Row Road at this location does not warrant the need for the detention of runoff from the right-of-way.

The department recommends approval of the variances. The petitioner is to acknowledge that the variances approved this date do not guarantee approval of any future variance requests.  
Sincerely,



Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS

S:\BPW16\STORMWATERVARIANCES\KENSINGTONGREEN.DOC

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**WILLIAMS CREEK  
CONSULTING**

619 N. Pennsylvania Street, Indianapolis, Indiana 46204  
+1-317-423-0690 OFFICE +1-877-668-8848 TOLL-FREE [williams creek.net](http://williams creek.net)  
Infrastructure · Science · Technology

20 September 2016

Dave Barnes  
*City Engineering Administrator*  
City of Carmel  
One Civic Square  
Carmel, Indiana 46032

**RE: Variance Requests for Kensington Green**

Dear Mr. Barnes:

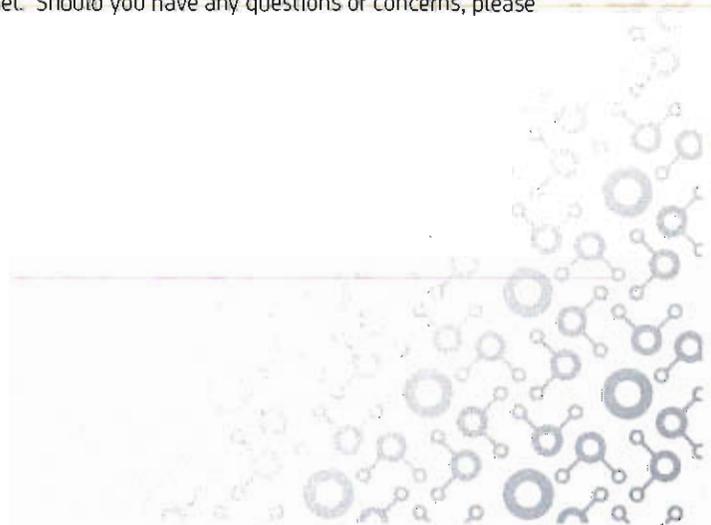
Williams Creek Consulting, on behalf of the developer Turtle Pond Partners is requesting variances from the following section of the City of Carmel Stormwater Technical Standards Manual:

1. Section 302.06.01 requires a separation of not less than 25 ft. from any building or structure. This project will vary from that but not include any surface ponding as a result of the 100-year storm event. Per the Engineering Department, a clay liner has been specified to enclose the subsurface storage area to prevent seepage into basement.
2. Section 302.06.12 requires all detention systems to account for the fully developed right-of-way along all street frontages. This project will vary from the standard and not include the fully developed right-of-way for Smokey Row Road due to elevation differences. It is not feasible for any future right-of-way improvements to be connected to the proposed stormwater management system.
3. Section 302.12 requires an acceptable outlet be provided from all proposed stormwater management systems. This project is a zero-discharge site in that there is no stormwater discharge for storms less than or equal to the equivalent 1% chance storm each year. Therefore, no outlet is required. This project mimics or enhances the existing conditions in the area.

It is requested that the above variances be granted by the Board of Public Works. Williams Creek Consulting has, and will continue to coordinate closely with City Staff in determining appropriate and agreeable solutions for the integration of green infrastructure in the City of Carmel. Should you have any questions or concerns, please do not hesitate to contact me.

Best regards  
Williams Creek Consulting, Inc.

David Marks  
Team Leader

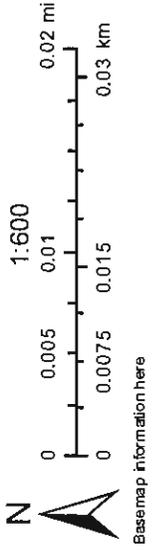


# KENSINGTON GREEN SUBDIVISION



September 21, 2016

Parcels







September 26, 2016

JAMES BRAINARD, MAYOR

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Request for Variance (landscaping) at 10533 Iron Horse Ln**

Dear Board Members:

Mr. and Mrs. Lei & Soomin Park Shen, owners of the property with the common address 10533 Iron Horse Ln, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a landscaping within a portion of the lot designated as an easement. Generally, the landscaping is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the landscaping that, in the opinion of the City, represents a Detriment as defined in City Code.

Respectfully,

**Bradley Pease, PE**  
Staff Engineer

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Lei Shen & Soomin Park Shen, 10533 Iron Horse Ln, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 27 ("Lot") in Windsor Grove II which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 4, Slide 184, Instrument Number 200600068094 in the Office of the Hamilton County Recorder on November 14, 2006, as Windsor Grove II (the "Plat"); and

WHEREAS, the current Owner wishes to install a fill and landscaping on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 15' Drainage Easement and 20' Regulated Drain and Utility Easement, identified as "15' D.E." and "20' R.D. & U.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on 10/5/16; and  
LSIS?

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

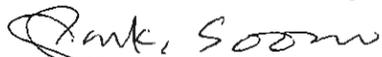
8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Lei Shen

  
 Signature \_\_\_\_\_  
 Date: 9/12/2016

Soomin Park Shen

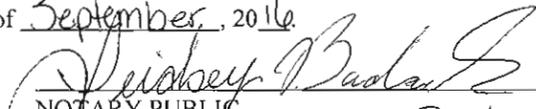
  
 Signature \_\_\_\_\_  
 Date: 9/12/2016

STATE OF INDIANA                    )  
   ) SS:  
 COUNTY OF Marion                )

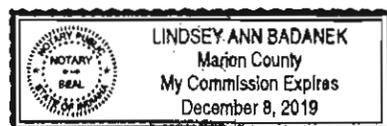
Before me, a Notary Public in and for said County and State, personally appeared LEI SHEN & SOOMIN PARK SHEN by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of September, 2016.

My Commission Expires: 12/8/19

  
 NOTARY PUBLIC  
Lindsey Badanek  
 Printed Name

My County of Residence: Marion



“CITY”

CITY OF CARMEL, INDIANA,  
BY AND THROUGH ITS BOARD OF  
PUBLIC WORKS AND SAFETY

BY: \_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing “Consent To Encroach” on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
Printed Name  
My County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

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. Douglas C. Haney, Esquire

# Exhibit A

## WINDSOR GROVE

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of said Quarter Section; thence South 00 degrees 16 minutes 48 seconds West (assumed bearing) along the East line of said Quarter Section 832.60 feet; thence South 88 degrees 53 minutes 02 seconds West parallel with the North line of said Quarter Section 1,352.85 feet to a point on the West line of the East Half of said Quarter Section; thence South 00 degrees 13 minutes 49 seconds West along said West line 504.33 feet to a point on the South line of the North Half of said Quarter Section; thence South 88 degrees 49 minutes 06 minutes West along said South line 374.14 feet; thence North 00 degrees 13 minutes 49 seconds East parallel with the aforesaid West line 1,337.34 feet to a point on the aforesaid North line; thence North 88 degrees 53 minutes 02 seconds East along said North line 1,727.70 feet to place of beginning, containing 37.338 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

### EXCEPT:

A part of the Northeast Quarter of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

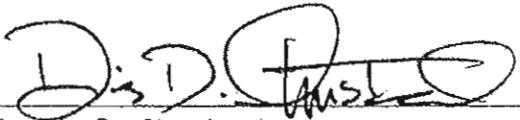
Beginning at the Northeast corner of said Quarter Section; thence South 00 degrees 16 minutes 48 seconds West along the East line thereof and along the center line of Towne Road 832.60 feet; thence South 88 degrees 53 minutes 02 seconds West 49.04 feet; thence North 00 degrees 13 minutes 12 seconds West 672.61 feet; thence North 03 degrees 35 minutes 53 seconds West 76.06 feet; thence North 45 degrees 55 minutes 36 seconds West 51.93 feet; thence South 89 degrees 13 minutes 09 seconds West 82.02 feet; thence North 83 degrees 29 minutes 57 seconds West 59.54 feet; thence South 89 degrees 13 minutes 09 seconds West 318.24 feet; thence North 00 degrees 46 minutes 51 seconds West 36.77 feet; thence North 88 degrees 53 minutes 02 seconds East 557.75 feet to the place of beginning, containing 1.496 acres, more or less.

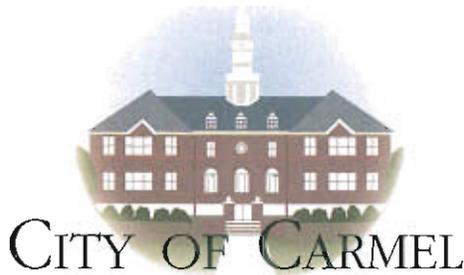
This subdivision consists of 36 lots numbered 1-36 (both inclusive) and 6 common areas labeled C.A. #1 thru C.A. #3 and C.A. #5 thru C.A. #7 (all inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.

Cross-Reference is hereby made to a survey plat prepared by Stoepelwerth & Associates, Inc. in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code recorded as Instrument Number 199909957065 in the Office of the Recorder of Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross-referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of the survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 16th day of May, 2002.

  
Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012



September 27, 2016

JAMES BRAINARD, MAYOR

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Request for Variance (fence) at 12012 Leighton Court**

Dear Board Members:

Mr. and Mrs. Robert & Michelle Demchak, owners of the property with the common address 12012 Leighton Court, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a fence within a portion of the lot designated as an easement. Generally, the fence is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the landscaping that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners shall obtain approval from the HOA for installation of the plants if such approval is required by the restrictive covenants of the development.
4. Petitioner shall ensure that the person installing the plants locates the subsurface drain in the backyard drainage easement and installs the plants at least 5' from this pipe to prevent damage to the infrastructure.

Respectfully,

**Bradley Pease, PE**  
Staff Engineer





September 26, 2016

JAMES BRAINARD, MAYOR

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Consent to Encroach (landscaping) at 10533 Iron Horse Ln**

Dear Board Members:

A Consent to Encroach document signed by Mr. and Mrs. Lei & Soomin Park Shen, owners of the property with the common address 10533 Iron Horse Ln, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the October 5, 2016 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

**Jeremy Kashman, PE**  
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

**S:\BPW\10533IRONHORSEENCROACHMENT.DOC**



September 26, 2016

JAMES BRAINARD, MAYOR

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Request for Variance (landscaping) at 10533 Iron Horse Ln**

Dear Board Members:

Mr. and Mrs. Lei & Soomin Park Shen, owners of the property with the common address 10533 Iron Horse Ln, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a landscaping within a portion of the lot designated as an easement. Generally, the landscaping is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the landscaping that, in the opinion of the City, represents a Detriment as defined in City Code.

Respectfully,

**Bradley Pease, PE**  
Staff Engineer

**CONSENT TO ENCROACH**



THIS CONSENT TO ENCROACH (hereinafter the “Agreement”) is entered into by and between Lei Shen & Soomin Park Shen, 10533 Iron Horse Ln, Carmel, Hamilton County, Indiana 46032, (individually and collectively, “Owner”), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety (“City”).

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 27 (“Lot”) in Windsor Grove II which is located within the corporate limits of the City of Carmel, Indiana (“Subdivision”), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 4, Slide 184, Instrument Number 200600068094 in the Office of the Hamilton County Recorder on November 14, 2006, as Windsor Grove II (the “Plat”); and

WHEREAS, the current Owner wishes to install a fill and landscaping on the Lot (the “Site Improvement”); and

WHEREAS, Owner has given the City a sketch (“Sketch”) depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 15’ Drainage Easement and 20’ Regulated Drain and Utility Easement, identified as “15’ D.E.” and “20’ R.D. & U.E.” on Exhibit B (the “Easement”); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the “Encroachment”) upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on 10/5/16; and  
LS 158

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

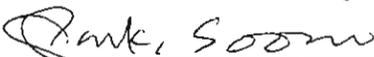
8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Lei Shen

  
 Signature \_\_\_\_\_  
 Date: 9/12/2016

Soomin Park Shen

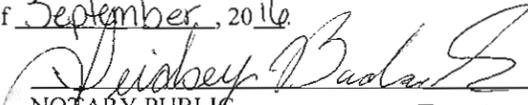
  
 Signature \_\_\_\_\_  
 Date: 9/12/2016

STATE OF INDIANA                    )  
   ) SS:  
 COUNTY OF Marion                )

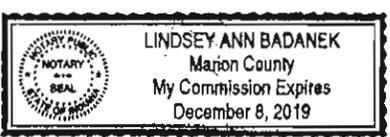
Before me, a Notary Public in and for said County and State, personally appeared LEI SHEN & SOOMIN PARK SHEN by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of September, 2016

My Commission Expires: 12/8/19

  
 NOTARY PUBLIC  
 \_\_\_\_\_  
 Printed Name Lindsey Badanek

My County of Residence: Marion



“CITY”

CITY OF CARMEL, INDIANA,  
BY AND THROUGH ITS BOARD OF  
PUBLIC WORKS AND SAFETY

BY: \_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing “Consent To Encroach” on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
Printed Name  
My County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

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. Douglas C. Haney, Esquire

# Exhibit A

## WINDSOR GROVE

I, the undersigned Registered Land Surveyor hereby certify that the included plot correctly represents a subdivision of a part of the Northeast Quarter of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of said Quarter Section; thence South 00 degrees 16 minutes 48 seconds West (assumed bearing) along the East line of said Quarter Section 832.60 feet; thence South 88 degrees 53 minutes 02 seconds West parallel with the North line of said Quarter Section 1,352.85 feet to a point on the West line of the East Half of said Quarter Section; thence South 00 degrees 13 minutes 49 seconds West along said West line 504.33 feet to a point on the South line of the North Half of said Quarter Section; thence South 88 degrees 49 minutes 06 minutes West along said South line 374.14 feet; thence North 00 degrees 13 minutes 49 seconds East parallel with the aforesaid West line 1,337.34 feet to a point on the aforesaid North line; thence North 88 degrees 53 minutes 02 seconds East along said North line 1,727.70 feet to place of beginning, containing 37.338 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

### EXCEPT:

A part of the Northeast Quarter of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of said Quarter Section; thence South 00 degrees 16 minutes 48 seconds West along the East line thereof and along the center line of Towne Road 832.60 feet; thence South 88 degrees 53 minutes 02 seconds West 49.04 feet; thence North 00 degrees 13 minutes 12 seconds West 672.61 feet; thence North 03 degrees 35 minutes 53 seconds West 76.06 feet; thence North 45 degrees 55 minutes 36 seconds West 51.93 feet; thence South 89 degrees 13 minutes 09 seconds West 82.02 feet; thence North 83 degrees 29 minutes 57 seconds West 59.54 feet; thence South 89 degrees 13 minutes 09 seconds West 318.24 feet; thence North 00 degrees 46 minutes 51 seconds West 36.77 feet; thence North 88 degrees 53 minutes 02 seconds East 557.75 feet to the place of beginning, containing 1.496 acres, more or less.

This subdivision consists of 36 lots numbered 1-36 (both inclusive) and 6 common areas labeled C.A. #1 thru C.A. #3 and C.A. #5 thru C.A. #7 (all inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.

Cross-Reference is hereby made to a survey plat prepared by Stoeppeverth & Associates, Inc. in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code recorded as Instrument Number 199909957065 in the Office of the Recorder of Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross-referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of the survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 16th day of May, 2002.



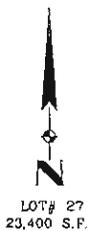
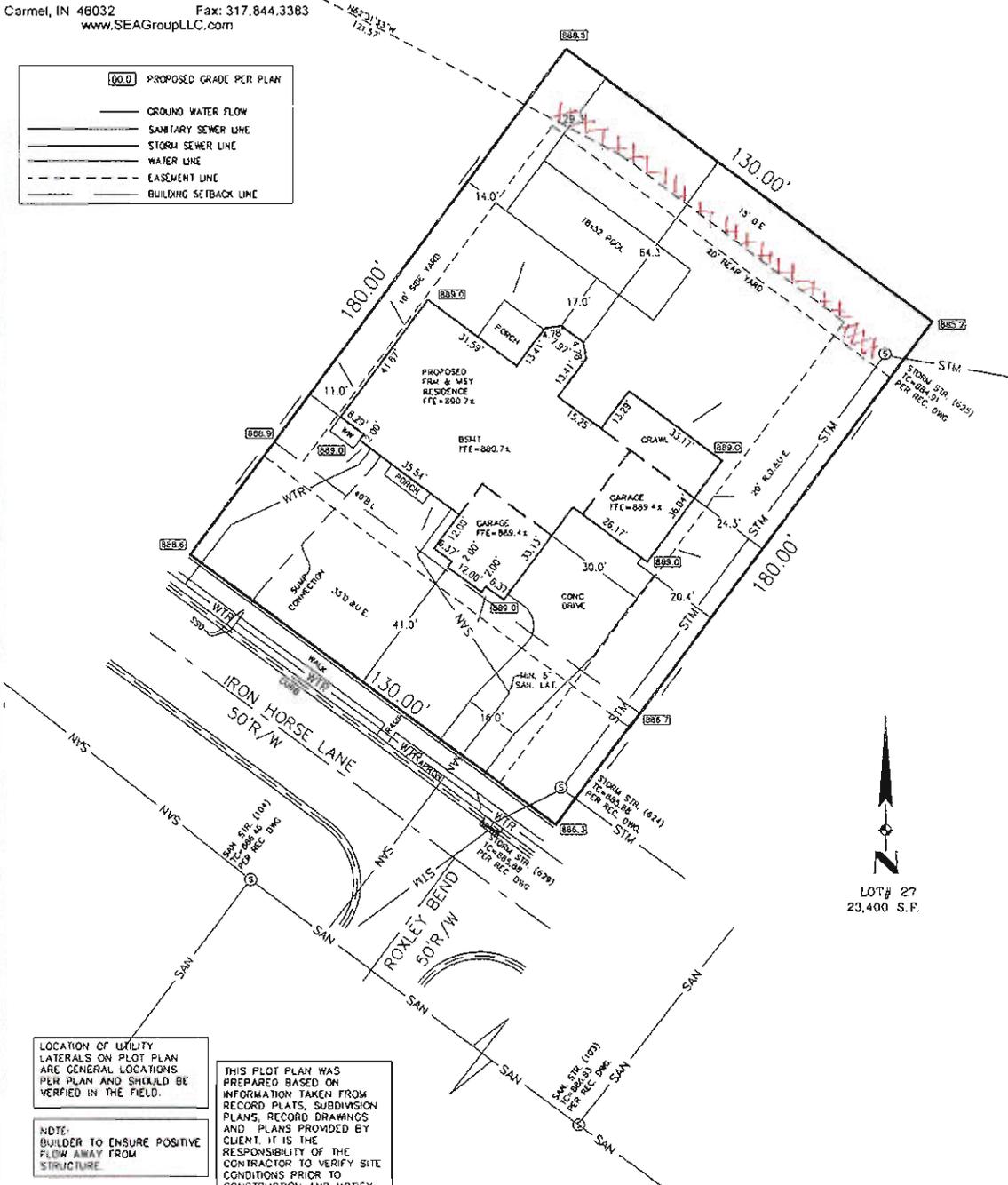
Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012

# Exhibit B

**SEAGroup**  
**Land Surveyors**  
 494 Gracie Drive Phone: 317.844.3333  
 Carmel, IN 46032 Fax: 317.844.3383  
 www.SEAGroupLLC.com

**MINIMUM SETBACKS**  
 MIN. SIDE YARD = 10 Feet  
 MIN. REAR YARD = 20 Feet  
 AGG. = 30 Feet

- 00.0 PROPOSED GRADE PER PLAN
- GROUND WATER FLOW
- SANITARY SEWER LINE
- STORM SEWER LINE
- WATER LINE
- - - EASEMENT LINE
- BUILDING SETBACK LINE



LOCATION OF UTILITY  
 LATERALS ON PLOT PLAN  
 ARE GENERAL LOCATIONS  
 PER PLAN AND SHOULD BE  
 VERIFIED IN THE FIELD.

NOTE:  
 BUILDER TO ENSURE POSITIVE  
 FLOW AWAY FROM  
 STRUCTURE.

NOTE:  
 SUMP TO BE PLACED BY  
 BUILDER AS NEEDED

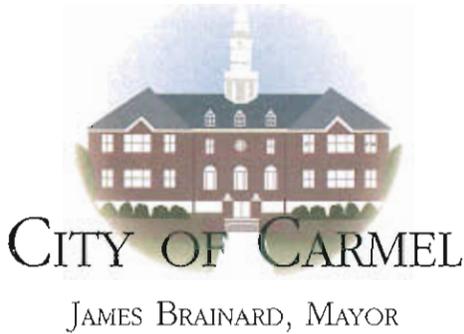
THIS PLOT PLAN WAS  
 PREPARED BASED ON  
 INFORMATION TAKEN FROM  
 RECORD PLATS, SUBDIVISION  
 PLANS, RECORD DRAWINGS  
 AND PLANS PROVIDED BY  
 CLIENT. IT IS THE  
 RESPONSIBILITY OF THE  
 CONTRACTOR TO VERIFY SITE  
 CONDITIONS PRIOR TO  
 CONSTRUCTION AND NOTIFY  
 THE S.E.A. GROUP OF ANY  
 DISCREPANCIES

**Property Description:**  
 Lot Number 27 in Windsor Grove II an Addition in Hamilton  
 County, Indiana, as per plat thereof recorded as Instrument  
 Number 200600068094 found in the Office of the Recorder of  
 Hamilton County, Indiana.



<b>PLOT PLAN</b>		Prepared For: Timothy Homes
Scale: 1" = 30'	Drawn by: DJR	Residence
Date: June 10, 2015	Job# B20150539	10553 Iron Horse Lane

*Brian Rismiller*



September 27, 2016

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Consent to Encroach (fence) at 12012 Leighton Court**

Dear Board Members:

A Consent to Encroach document signed by Mr. and Mrs. Robert & Michelle Demchak, owners of the property with the common address 12012 Leighton Court, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the October 5, 2016 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

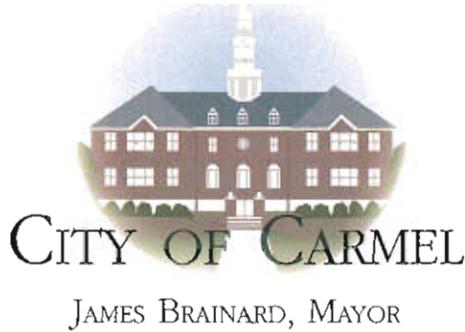
Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

**Jeremy Kashman, PE**  
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

**S:\BPW\12012LEIGHTONCTENCROACHMENT.DOC**



September 27, 2016

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Request for Variance (fence) at 12012 Leighton Court**

Dear Board Members:

Mr. and Mrs. Robert & Michelle Demchak, owners of the property with the common address 12012 Leighton Court, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a fence within a portion of the lot designated as an easement. Generally, the fence is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the landscaping that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners shall obtain approval from the HOA for installation of the plants if such approval is required by the restrictive covenants of the development.
4. Petitioner shall ensure that the person installing the plants locates the subsurface drain in the backyard drainage easement and installs the plants at least 5' from this pipe to prevent damage to the infrastructure.

Respectfully,

A handwritten signature in black ink, appearing to read "Bradley Pease", written over a white background.

**Bradley Pease, PE**  
Staff Engineer

# Exhibit B

## SURVEYOR LOCATION REPORT

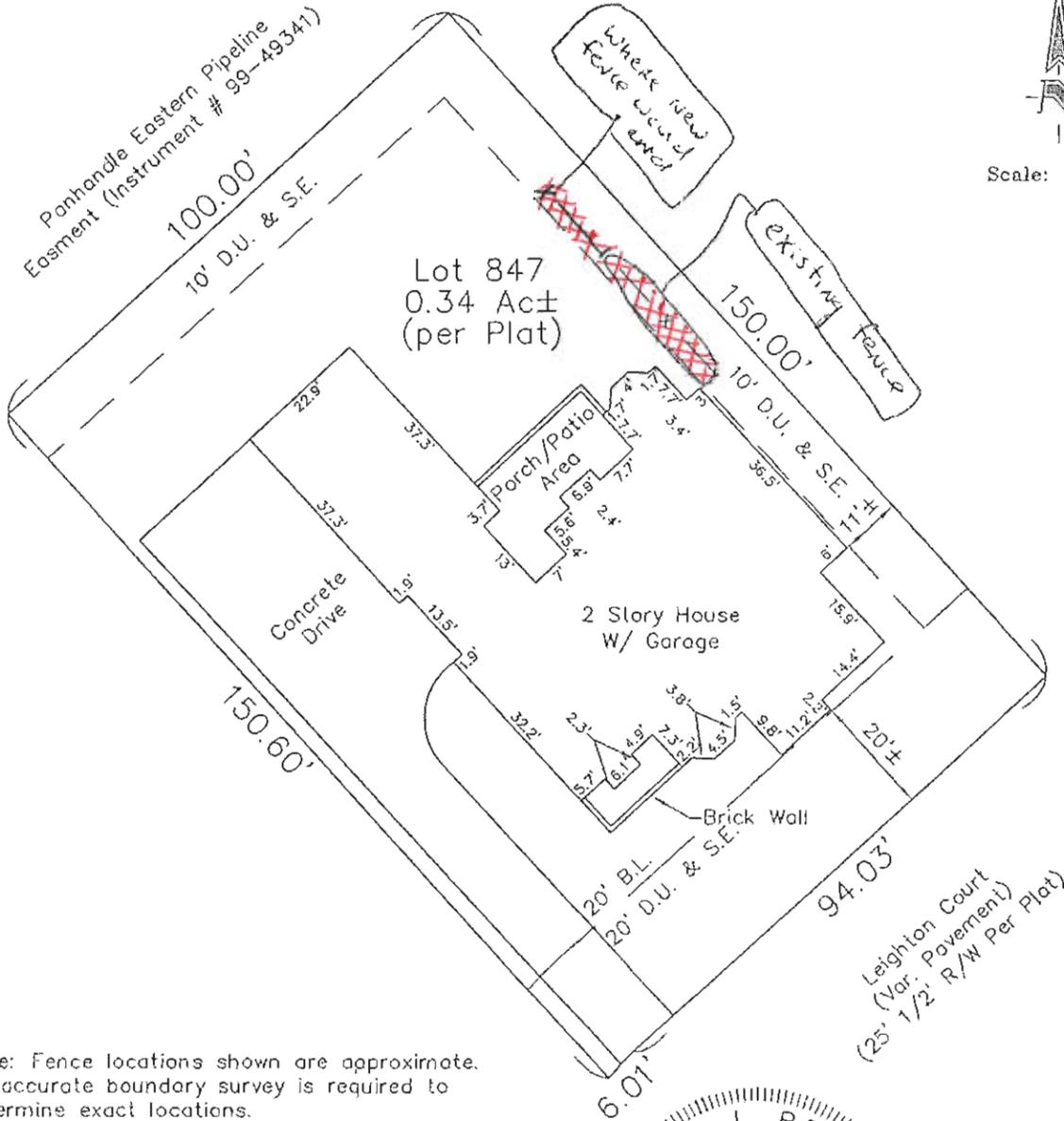
I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

### Legend

B.L.	Building Line
D.U. & S.E.	Drainage Utility & Sewer Easement
R/W	Right-of-Way
x	Fence



Scale: 1"=30'



Note: Fence locations shown are approximate. An accurate boundary survey is required to determine exact locations.



**Hahn Surveying Group, Inc.**  
 Surveyors & Engineers  
 2850 E. 96th Street, Indianapolis, IN 46240  
 PHONE: (317) 846-0840 / (317) 846-4119  
 FAX: (317) 846-4298 / (317) 582-0662  
 EMAIL: orders@hahnsurveying.com  
 www.hahnsurveying.com



CERTIFIED: July 8, 2015

*Chad L. Brown*  
 Chad L. Brown  
 Registered Land Surveyor,  
 Indiana #21100002  
 Job No.: 2015071025  
 Sheet 2 of 2

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Robert P & Michelle Demchak, 12012 Leighton Court, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 847 ("Lot") in Village of West Clay, Section 10002 which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 3, Slide 519, Instrument Number 200400075938 in the Office of the Hamilton County Recorder on November 8, 2005, as The Village of West Clay, Section 10002 (the "Plat"); and

WHEREAS, the current Owner wishes to install a fence on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 10' Drainage, Utility, and Sewer Easement, identified as "10' D.U. & S.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on 10/5/16; and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

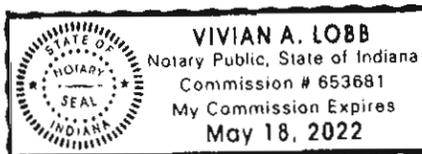
ROBERT P DEMCHAK

*Robert P. Demchak*  
 Signature  
 Date: 9/21/16

MICHELLE DEMCHAK

*Michelle Demchak*  
 Signature  
 Date: 9/21/16

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Marion )



Before me, a Notary Public in and for said County and State, personally appeared ROBERT P DEMCHAK & MICHELLE DEMCHAK, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 21 day of September, 2016

*Vivian A. Lobb*  
 NOTARY PUBLIC  
Vivian A. Lobb  
 Printed Name

My Commission Expires:  
May 18, 2022

My County of Residence: Johnson

"CITY"

CITY OF CARMEL, INDIANA,  
BY AND THROUGH ITS BOARD OF  
PUBLIC WORKS AND SAFETY

BY: \_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
Printed Name  
My County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

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. Douglas C. Haney, Esquire

# Exhibit A

## Land Description – Section 10002

A part of the Northwest Quarter and the Southwest Quarter of Section 33, Township 18 North, Range 3 East in Clay Township, Hamilton County, described as follows:

Commencing at the Northeast corner of said Southwest Quarter; thence South 00 degrees 23 minutes 56 seconds East along the east line of the said Southwest Quarter a distance of 104.03 feet to the Point of Beginning; thence the next 10 courses being along the southern and western lines of Village of West Clay, Section 10001 as recorded in Instrument #200000062972, Plat Cabinet 2, Slide 535 in the Office of the Recorder in Hamilton County, Indiana (1) South 89 degrees 36 minutes 28 seconds West a distance of 40.00 feet; (2) North 40 degrees 54 minutes 09 seconds West a distance of 53.21 feet to a non-tangent curve to the right having a radius of 480.00 feet, the radius point of which bears North 10 degrees 39 minutes 42 seconds East; (3) northerly along said curve on arc distance of 596.20 feet to a point which bears South 81 degrees 49 minutes 41 seconds West from said radius point; (4) North 08 degrees 10 minutes 19 seconds West a distance of 336.01 feet to a tangent curve to the left having a radius of 420.00 feet, the radius point of which bears South 81 degrees 49 minutes 41 seconds West; (5) northwesterly along said curve an arc distance of 309.19 feet to a point which bears North 39 degrees 38 minutes 57 seconds East from said radius point; (6) North 50 degrees 21 minutes 03 seconds West a distance of 288.71 feet to a tangent curve to the left having a radius of 10.00 feet, the radius point of which bears South 39 degrees 38 minutes 57 seconds West; (7) westerly along said curve on arc distance of 10.44 feet to a point of reverse curve having a radius of 89.50 feet, the radius point of which bears North 20 degrees 11 minutes 04 seconds West; (8) westerly along said curve on arc distance of 64.89 feet to a point of reverse curve having a radius of 10.00 feet, the radius point of which bears South 21 degrees 21 minutes 18 seconds West; (9) southwesterly along said curve an arc distance of 12.11 feet to a point which bears North 48 degrees 03 minutes 01 seconds West from said radius point; (10) South 41 degrees 56 minutes 59 seconds West 3.73 feet to the northeastern corner of Village of West Clay, Section 10004-A as recorded in Instrument #200300052519, Plat Cabinet 3, Slide 181 in said Recorder's Office; thence the next 4 courses being along the eastern line of said Village of West Clay, Section 10004-A; (1) South 41 degrees 56 minutes 59 seconds West a distance of 206.02 feet to a tangent curve to the left having a radius of 25.00 feet, the radius point of which bears South 48 degrees 03 minutes 01 seconds East; (2) southerly along said curve an arc distance of 27.21 feet to point of reverse curve having a radius of 125.00 feet, the radius point of which bears South 69 degrees 35 minutes 05 seconds West; (3) southerly along said curve an arc distance of 44.54 feet to a point which bears South 90 degrees 00 minutes 00 seconds East from said radius point; (4) South 90 degrees 00 minutes 00 seconds West a distance of 50.00 feet to the northeast corner of Village of West Clay, Section 10003 as recorded in Instrument #200400030208, Plat Cabinet 3, Slide 396 in said Recorder's Office; thence the next 8 courses being along the eastern line of said Village of West Clay, Section 10003; (1) South 00 degrees 00 minutes 00 seconds East a distance of 160.05 feet to a tangent curve to the left having a radius of 410.00 feet, the radius point of which bears South 90 degrees 00 minutes 00 seconds East; (2) southeasterly along said curve an arc distance of 305.80 feet to a point which bears South 47 degrees 15 minutes 56 seconds West from said radius point; (3) South 42 degrees 44 minutes 04 seconds East a distance of 85.91 feet to a tangent curve to the right having a radius of 25.00 feet, the radius point of which bears South 47 degrees 15 minutes 56 seconds West; (4) southeasterly, southerly and southwesterly along said curve an arc distance of 39.27 feet to a point which bears South 42 degrees 44 minutes 04 seconds East from said radius point; (5) South 47 degrees 15 minutes 56 seconds West a distance of 199.51 feet to a tangent curve to the right having a radius of 275.00 feet the radius point of which bears North 42 degrees 44 minutes 04 seconds West; (6) southwesterly and westerly along said curve an arc distance of 205.11 feet to a point which bears South 00 degrees 00 minutes 00 seconds East from said radius point; (7) North 90 degrees 00 minutes 00 seconds West a distance of 20.84 feet; (8) South 00 degrees 25 minutes 36 seconds East a distance of 212.49 feet to a point being 48.00 feet south by perpendicular measurement off the south line of said Northwest Quarter (also being the north line of said Southwest Quarter); thence North 89 degrees 21 minutes 25 seconds East parallel with said north line a distance of 5.26 feet to the west line of the East Half of said Southwest Quarter; thence South 00 degrees 25 minutes 30 seconds East along said west line a distance of 442.67 feet; thence North 89 degrees 21 minutes 25 seconds East parallel with said north line a distance of 1331.43 feet to the east line of said Southwest Quarter; thence North 00 degrees 23 minutes 56 seconds West along said east line a distance of 386.64 feet to the Point of Beginning, containing 30.522 acres, more or less.

SANITARY SEWER EASEMENT ENCROACHMENT  
AND  
HOLD HARMLESS AGREEMENT BETWEEN  
CLAY TOWNSHIP REGIONAL WASTE DISTRICT  
AND  
12012 LEIGHTON CT, CARMEL IN  
46032

THIS AGREEMENT made this 20 day of September, 2016 by and between CLAY TOWNSHIP REGIONAL WASTE DISTRICT, a regional waste district with principal offices located at 10701 North College Ave. Suite A, Indianapolis IN 46280 (hereinafter called CTRWD) and Robert P & Michelle Demchak, whose property is located 12012 Leighton Ct, Carmel, IN 46032, (hereinafter called the OWNER), for the purpose of holding CTRWD harmless for the removal or destruction of landscaping and/or structures located on the OWNER's property and within utility easements held by CTRWD.

WHEREAS, OWNER of a parcel of land in the City of Carmel, Hamilton County, Indiana, more particularly described in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, OWNER has constructed or will construct landscaping and/or minor structures such as a private driveway or other similar structures, as part of its improvements of the parcel described in Exhibit B within the 10' Drainage, Utility and Sewer easement(s) and

WHEREAS, CTRWD is grantee of the utility easement(s) described above and has an obligation to maintain and repair utility lines in order to serve the citizens of the Clay Township; and

WHEREAS, OWNER agrees to pay/reimburse and hold CTRWD harmless from any expenses incurred by CTRWD by CTRWD's use of the utility easement(s) resulting in the destruction and/or removal of said existing and/or future landscaping and/or structures; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. OWNER agrees to immediately remove at its own expense any encroachment located within CTRWD's utility easement once notified by CTRWD to do so.
3. OWNER shall hold harmless and indemnify CTRWD from and against all claims, liability and expense arising from the aforesaid encroachments, landscaping and/or structures, now existing or hereafter constructed, including the expense of removing, relocating, restoring and replacing same.
4. CTRWD shall be held harmless by OWNER and shall not be responsible for the damage, destruction or replacement of landscaping, structure, irrigation lines, etc. within the utility easement(s).

5. CTRWD shall be entitled to make repairs as they may deem necessary and advisable to utility lines within the easement(s) without prior notice to OWNER.

6. OWNER agrees that any structures placed within the utility easement shall be limited to minor structures only, such as a sign, fence, retaining wall, or slight encroachments of concrete. No drainage structures, including, but not limited to, detention or retention basins, shall be permitted within the utility easement(s).

7. OWNER agrees that landscaping within the utility easement(s) shall be limited to bushes, shrubs and flowers, and that no trees shall be placed within the utility easement(s).

8. OWNER shall allow ingress/egress over existing easement which may or may not include driving on/over pavement that is encroaching. OWNER agrees to hold CTRWD harmless for any damage incurred by CTRWD's use of the utility easement which may include but not limited to damage caused by heavy equipment.

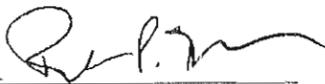
9. OWNER shall not place encroachments within the utility easement(s) unless specifically provided for in this Agreement.

10. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. This Agreement shall not be amended unless in writing and signed by the parties hereto.

11. This Agreement shall be recorded and shall run with the land and bind OWNER, its agents, heirs, successors and assigns, and any subsequent owners of the parcel described in Exhibit B.

12. Venue for any actions resulting from this Agreement shall be Hamilton County, Indiana. This Agreement shall be governed by the laws of the State of Indiana as are now and hereinafter in force.

IN WITNESS WHEREOF, the parties have made and executed this Utility Easement Encroachment and Hold Harmless Agreement on the respective dates under each signature.

Robert P. Demichude   
Owner Name Print/Sign

Andrew Williams/Andrew Williams  
Utility Director Print/Sign

Date: 9/21/16

Date: 9/26/16

STATE OF INDIANA )  
 )  
 ) SS: Marion )  
 )  
COUNTY OF HAMILTON )



Before me, a Notary Public, in and for said County and State, personally appeared Robert P. Demchak who acknowledged the execution of the foregoing SANITARY SEWER EASEMENT ENCROACHMENT AND HOLD HARMLESS AGREEMENT, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 21 day of September, 2016.

Vivian A. Lobb  
Notary Public

Printed: Vivian A. Lobb

My Commission Expires: May 18, 2022

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. Anne Hensley Poindexter

This instrument prepared by: Anne Hensley Poindexter, CAMPBELL KYLE PROFITTT LLP,  
One Penn Mark, Suite 701, 11595 N. Meridian St., Carmel, Indiana 46032, (317) 846-6514, fax  
(317) 843-8097.