

Board of Public Works and Safety Meeting
Agenda
Wednesday, May 6, 2020 – 10:00 a.m.
Via Videoconference

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the April 15, 2020, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Quote Opening for 2020 Mini Excavators; Dave Huffman, Street Commissioner**
- b. **Quote Opening for 2020 Compact Sweeper; Dave Huffman, Street Commissioner**

3. PERFORMANCE RELEASE APPROVAL REQUESTS

- a. **Resolution BPW-05-06-20-02; Blackwell Park Phase 2; Erosion Control/Storm Sewer; Old Town Development**
- b. **Resolution BPW-05-06-20-03; Gray Oaks; Right of Way; Gray Oaks of Carmel, LLC**
- c. **Resolution BPW-05-06-20-04; The Ridge at Legacy Sections 1, 2, 3, & 4; Sec. 1 & 2 Builder Walk/Sec. 3 Builder Walk/Sec. 4 Erosion Control – Lots/Sec. 4 Erosion Control - Common; Falcon Nest II, LLC**
- d. **Resolution BPW-05-06-20-05; Butler Hyundai Outlot B; Erosion Control; Weihe Construction**

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; Lykins Contracting; (\$42,085.63); Home Place Water Main Project; CO #1; John Duffy, Director of the Department of Utilities**
- b. **Request for Water Line Easement Agreement; Alex Eaton and Melissa Seabrook Eaton; John Duffy, Director of the Department of Utilities**
- c. **Request for Water Line Easement Agreement; Matthew D Heckaman and Susan L Heckaman; John Duffy, Director of the Department of Utilities**
- d. **Request for Water Line Easement Agreement; Bernard F. Szuhaj and Jennifer Szuhaj; John Duffy, Director of the Department of Utilities**
- e. **Request for Water Line Easement Agreement; Cecil E. Carlyle and Janet L. Carlyle; John Duffy, Director of the Department of Utilities**
- a. **Resolution BPW 05-06-20-01; A Resolution of the City of Carmel Board of Public Works Acknowledging Grant Agreement; Promote Carmel, Inc; Mayor James Brainard**
- f. **Request for Sanitary Sewer Easement Agreement; David A. Gagliano; John Duffy, Director of the Department of Utilities**
- g. **Request for Water Line Easement Agreement; Burlen Realty, Inc; John Duffy, Director of the Department of Utilities**
- h. **Request for Purchase of Goods and Services; Morphe Construction; (\$4,403.02); Duke Energy Relocation Plans Phase 1 & 3– Project #17-ENG-01; CO #3-Final; Jeremy Kashman, City Engineer**

5. OTHER

- a. **Uniform Conflict of Interest Disclosure Statement; Kevin “Woody” Rider**
- b. **Uniform Conflict of Interest Disclosure Statement; Adam Aasen**
- c. **Request for Lane Closure/Open Pavement Cut; 96th & Longwell Drive; John Harrington, Anthony Builders**
- d. **Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restriction; Utility Pole Replacement; 111 & Westfield RAB Project; AT&T**
- e. **Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restriction; Aerial Cable; 136th & Spring Mill; Verizon/MCI**
- f. **Request for Lane Restriction/Open Pavement Cut; 4396 E. 116th Street; Jim Gravelie, Gravelie Excavating**
- g. **Request for Additional Curb Cut; 14351 Quail Point Drive; Property Owner**
- h. **Request to Connect Sewer and Water Lines; Bear Creek South – West 141st Street; Don Shotts, Snider Group**
- i. **Request for Secondary Plat; Johnson Addition 3A and 3B; Leigh Ann Ferrell, Stoepplerwerth**

6. STORM WATER MANAGEMENT

- a. **Resolution BPW 05-06-20-06; A Resolution of the Board of Public Works and Safety, Acting as the Governing Body of the Department of Storm Water Management for the City of Carmel, Indiana, Amending a Prior Bond Resolution; Jeremy Kashman, City Engineer**

7. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**
2 **Minutes**
3 **Wednesday, April 15, 2020 – 10:00 a.m.**
4 **Via Videoconference**

5
6 **MEETING CALLED TO ORDER**

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

9
10 *This meeting took place via teleconference in conjunction with guidelines from Executive Orders from*
11 *the Governor of Indiana.*

12
13 **MEMBERS PRESENT**

14
15 *Mayor James Brainard, Board Members Mary Ann Burke and Lori Watson, and Deputy Clerk Jacob*
16 *Quinn were present.*

17
18 **MINUTES**

19
20 *Minutes from the April 1, 2020, Regular Meeting were approved 3-0*

21
22 **CONTRACTS**

23
24 *Resolution BPW 04-15-20-01; A Resolution of the City of Carmel Board of Public Works*
25 *Acknowledging Agreement Between Owner and Contractor; Melrose Pyrotechnics, Inc; (\$40,000.00);*
26 *Carmelfest Fireworks; Board Member Burke moved to approve. Board Member Watson seconded.*
27 *Request approved 3-0.*

28
29 *Resolution BPW 04-15-20-02; A Resolution of the City of Carmel Board of Public Works*
30 *Acknowledging Agreement Between Owner and Contractor; Melrose RJE Interiors, Inc; (\$94,037.61);*
31 *Furniture & Fixture; Board Member Burke moved to approve. Board Member Watson seconded.*
32 *Request approved 3-0.*

33
34 *Request for Purchase of Goods and Services; Harding Group, SMR; (\$3,313,554.51); 2020 Paving*
35 *Program; Board Member Burke moved to approve. Board Member Watson seconded. Request*
36 *approved 3-0.*

37
38 *Request for Water Line Easement Agreement; GA HC REIT II Carmel Penn MOB, LLC; Board*
39 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

40
41 **OTHER**

42
43 *Request for Petition to Vacate a Public Right of Way; Two Alleys Located Within Lot One*
44 *Redevelopment Site; Board Member Burke moved to approve. Board Member Watson seconded.*
45 *Request approved 3-0.*

46
47 *Request for Waiver of BPW Resolution No. 04-28-18-01/Lane and Path Closure; 254 W. 136th St;*
48 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

49 *Request for Curb Cut/Curb Cut Vacation/Temporary Construction Entrance; North End Development*
50 *– Smokey Row and Rohrer Road; Board Member Burke moved to approve. Board Member Watson*
51 *seconded. Request approved 3-0.*

52
53 *Request for Road Closure/Open Pavement Cut; 103 and Illinois Street and Superior Street; Board*
54 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*
55

56 *Request for Additional Curb Cut; 14001 Carey Road – Carey Grove Park; Board Member Burke*
57 *moved to approve. Board Member Watson seconded. Request approved 3-0.*
58

59 *Request for Stormwater Variance; Geico Parking Lot – 103 & Illinois Street; Board Member Burke*
60 *moved to approve. Board Member Watson seconded. Request approved 3-0.*
61

62 **ADJOURNMENT**

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64 *Mayor Brainard adjourned the meeting at 10:07 a.m.*
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66
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68

Sue Wolfgang – City Clerk

69
70 *Approved*

71
72
73

Mayor James Brainard

74
75 ***ATTEST:***

76
77

Sue Wolfgang – City Clerk
78
79

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

Date: April 27, 2020

Resolution No: BPW-05-06-20-02

From: CITY ENGINEER

Principal: OLD TOWN DEVELOPMENT

Surety: BOND SAFEGUARD

Board Members:

I have conducted final inspection at Blackwell Park phase 2 for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Erosion Control	5055942	\$112,540.00
Storm Sewer	5055946	\$115,950.00

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

Acceptance of Storm Sewer as-built files by the Engineering Department.

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
Erosion Control	\$11,254.00
Storm Sewer	\$11,595.00

APPROVED:



Jeremy Washman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 6th day of May, 2020, that the listed Performance Guarantee for the Blackwell Park phase 2 as listed above is 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

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

Date: April 27, 2020
Resolution No: BPW-05-06-20-03

From: CITY ENGINEER

Principal: GRAY OAKS OF CARMEL, LLC

Surety: CITIZEN STATE BANK

Board Members:

I have conducted final inspection at GRAY OAKS for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
RIGHT OF WAY	LOC 371	\$377,559.00

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

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
RIGHT OF WAY	\$37,755.90

APPROVED:



Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 6th day of May, 2020, that the listed Performance Guarantee for the GRAY OAKS as listed above is 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

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

Date: April 27, 2020
Resolution No: BPW-05-06-20-04

From: CITY ENGINEER

Principal: FALCON NEST II, LLC

Surety: STAR FINANCIAL BANK

Board Members:

I have conducted final inspection at THE RIDGE AT LEGACY SECTIONS 1,2,3, & 4 for the following improvements:

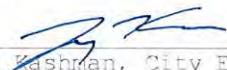
<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
	MASTER LOC 16785959	
SEC. 1 & 2 BUILDER WALK		\$68,300.00
SEC. 3 BUILDER WALK		\$42,700.00
SEC. 4 EROSION CONTROL-LOTS		\$46,380.00
SEC. 4 EROSION CONTROL-COMMON		\$8,480.00

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

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
SEC. 1 & 2 BUILDER WALK	\$6,830.00
SEC. 3 BUILDER WALK	\$4,270.00
SEC. 4 EROSION CONTROL-LOTS	\$4,638.00
SEC. 4 EROSION CONTROL-COMMON	\$848.00

APPROVED:



Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 6th day of May, 2020, that the listed Performance Guarantee for the THE RIDGE AT LEGACY SECTIONS 1,2,3, & 4 as listed above is 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

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

Date: April 27, 2020
Resolution No: BPW-05-06-20-05

From: CITY ENGINEER

Principal: WEIHE CONSTRUCTION, INC.

Surety: WESTERN SURETY

Board Members:

I have conducted final inspection at BUTLER HYUNDAI OUTLOT B for the following improvements:

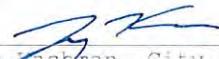
<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
EROSION CONTROL	929633704	\$81,482.00

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

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
EROSION CONTROL	\$8,148.20

APPROVED:



Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 6th day of May, 2020, that the listed Performance Guarantee for the BUTLER HYUNDAI OUTLOT B as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

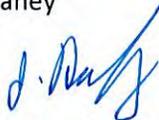
_____ (Member)

Board of Public Works and Safety

April 9, 2020

Memo To: Doug Haney

From: John Duffy



RE: Change Order #1 Home Place Water Main Project

Doug,

The attached Change Order #1 is for the Home Place Water Main Project. The total Change Order amount is \$42,085.63. Of this amount \$39,550.98 was for the outsourcing of a hydro excavating company to locate private sanitary sewer laterals to avoid damaging them during the directional drilling process. The remaining amount was for additional service line work and valve boxes.

I would like to have this in the next Board of Public Works meeting. The first meeting in May is fine.

Thank you.

Change Order No. 1

Date of Issuance: March 27, 2020	Effective Date: <i>(Per Owner Signature)</i>
Owner: City of Carmel Utilities	Owner's Contract No.:
Contractor: Lykins Contracting, Inc.	Contractor's Project No.:
Engineer: Wessler Engineering, Inc.	Engineer's Project No.: 206518.06.001
Project: Division A & B West Carmel and Home Place	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order adds new pay items 80, 81, 82, and 83 for 6" MJ Gate Valve and Box, 1" Dual Service Line (short), 1" Dual Service Line (long), and Lateral Launch Investigation. These will be added to the Contractor's pay items for the Project per direction that was given in FTM No. 1. This change order also includes invoiced work completed by the Contractor for lateral launching by Fluid Waste (\$39,550.98) and also a 2" water service line tap for the fire station at the intersection of 108th and Bellefontaine (\$2,534.65).

Attachments: *Email and attachments from Lykins Contracting, Inc.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[Milestone date remains unchanged]</i>
Original Contract Price: \$ 7,995,220.00	Original Contract Times: Substantial Completion: <u>570</u> Ready for Final Payment: <u>600</u> days
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 7,995,220.00	Contract Times prior to this Change Order: Substantial Completion: <u>570</u> Ready for Final Payment: <u>600</u> days
Increase of this Change Order: \$ 42,085.63	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ 8,037,305.63	Contract Times with all approved Change Orders: Substantial Completion: <u>570</u> Ready for Final Payment: <u>600</u> days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Andrew D. Caputo</u>	By: _____	By: <u>B. St. H.</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager II</u>	Title: _____	Title: <u>GM- OPERATIONS</u>
Date: <u>March 27, 2020</u>	Date: _____	Date: <u>4-7-20</u>

Andrew Gordon

From: Bob Stindt <bstindt@lykinsinc.com>
Sent: Tuesday, March 24, 2020 4:27 PM
To: Monte Gardner
Cc: Andrew Gordon; Jim Bode
Subject: Action Items and Pay Item Pricing
Attachments: Carmel Change Order LC01 Lateral Launch Unit.pdf; Carmel Change Order LC02 Inch Fire Dept Service Connection.pdf

WARNING: External email, verify sender before opening attachments or clicking on links.

Hi Monte,

Sorry for the late offering but today has not been very cooperative with allowing time to get this over to you. Still working on revising the schedule and will have it out before I leave.

Clarifications Needed:

- On Sheet 25 18" Valves and their locations are still an open item. Outside of what correspondence has already been shared, per Jeff Carpenter, Steve does not want all of these 18" valves. Location of them needs to be directed as well. On Sheet 26 on this same line it currently shows making a connection to the work on Central that we have been told is now deleted. Does this connection still get installed or is it deleted as well? Please provide this info right away as this work will be starting next week.
- On Sheet 30 at the intersection of Ruckle and Vista Drive there is an obstruction of an 18" steel line. Direction needs to be given on what to do in this area to complete this work.

Pay Item Additions to be established:

- See attached support paperwork for lateral launch work provided this far. Based on this info and using standard mark ups I propose that we establish a new Pay Item for Lateral Launch per each at the price of \$288.00. This will allow each of these to be submitted each month like any other pay item.
- See attached support paperwork for added 2" tap for Fire House at the intersection of Bellfountain and 108th Street.
- Establish Pay Item for 1" Dual Service for Carmel and Citizens.
Short: \$1,570.00/EA
Long: \$2,330.00/EA
- Establish Pay Item for 6" MJ Valve w/Box: \$1,185/EA

Please contact me with any questions.

Thanks,

Bob Stindt
GM – Operations



12783 N State Road 101
Sunman, IN 47041
Office: 812-623-2244
Fax: 812-623-4258

BAS

Approved By *[Signature]*

Prior Deed References: Instrument No
9709737029 in the Recorder's Office for
Hamilton County, Indiana



WATER LINE EASEMENT AGREEMENT

This Water Line Easement Agreement (the "Agreement") is made and entered into this 25th day of November, 2019, by and between Alex Eaton & Melissa Seabrook Eaton, ("Grantor") and the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit A attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvement/construction of the Water System Improvements: Division A & B, Unserved Areas Carmel West and Home Place (the "Project") requires a permanent, non-exclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit A and Exhibit B attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, hydrants, fittings, accessories, and equipment on, over, and across the Easement Property.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, its agents, employees, contractors and sub-contractors a non-exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, pumps, fittings, meters, accessories and equipment (the "Improvements") on, over, through, under, upon and across the Easement Property. Grantee shall have the right to: (a) remove from the Easement Property, without liability for replacement or repair, any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement; and (b) make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. If the Improvements are installed in good faith in a location other than the location that is described and depicted in Exhibit A and Exhibit B then, and in that event, the Easement Property defined herein shall be revised to include that strip of land that is centered on the line or equipment as installed, and in such an event, Grantor and Grantee, shall join in the execution and acceptance of an appropriate substitute easement instrument if either Grantor or Grantee shall deliver to the other a written request for such a substitute easement instrument. Grantee shall also have the right of ingress and egress over, under, upon and across

the Grantor's 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 on the Grantors Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements 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, and for nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by service pipes to the Improvements installed by Grantee within the Easement Property, provided such nearby property owners, their grantees, successors, agents, or employees restore the portion of the Grantor's Property disturbed by their work to a condition that is as near the condition that existed just prior to the time the portion was disturbed by them as is practicable.

2. Obligations of Grantee. The Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project, Grantee shall restore the Easement Property, to the extent practicable, to the condition as existed prior to the commencement of the Project.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement. Notwithstanding the foregoing, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property or perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall keep the Easement Property free of any fence, structure, asphalt, gravel, plants, concrete or other improvements (other than those installed by Grantee). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that Grantor breaches any such covenant or agreement, Grantee may exercise any remedy available hereunder, at law or in equity, and recover from Grantor all amounts expended in connection with exercising any such remedy (including without limitation, court costs and attorneys' fees).

6. Environmental Matters. Grantor covenants and represents that to the best of its knowledge, neither the Grantor's Property nor 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 Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property

Carmel, Indiana 46032
Attn: Director of Utilities

If to Grantor: Alex Eaton & Melissa Seabrook Eaton
1508 E. 106th Street
Indianapolis, IN 46280

Any such notice will be effective three days after the notice has been deposited in the United States mail, as provided above, or if earlier upon receipt.

13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

14. Authority. The persons executing this instrument on behalf of Grantor hereby represent that he/she has the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; that Grantor guarantees the quiet possession of the Easement Property to the Grantee; that the Easement Property is free of any liens or encumbrances, except the lien of current taxes and any other lien or encumbrance that, as of the date of execution hereof, appears of public record; no approval of any other party is necessary for the granting of this Agreement or to the extent necessary has been obtained by Grantor; and that, subject to the foregoing, Grantor will warrant and defend Grantee's title to the easement granted hereby against all claims thereon.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement Agreement as of the day and year first above written.

GRANTOR:

Alex Eaton

By: Alex Eaton

Printed: ALEX EATON

Melissa Seabrook Eaton

By: Melissa Seabrook Eaton

Printed: Melissa Seabrook Eaton

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:

Sue Wolfgang, Clerk

Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA)
)
COUNTY OF _____) SS:

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 Sue Wolfgang, Clerk 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Printed Name

My County of Residence: _____

Date: _____

STATE OF INDIANA)
)
COUNTY OF Hamilton) SS:

Melissa Seabrook Eaton

Before me, a Notary Public in and for the State of Indiana, appeared Alex Eaton, who acknowledged the execution of the foregoing Water Line Easement Agreement as his/her voluntary act and deed.

Witness my hand and Notarial seal this 24 day of February, ²⁰²⁰2019.

My Commission Expires:

11/19/2023

Jennifer Landis
Notary Public

My County of Residence:

Marion

Jennifer Landis
[Printed]



This instrument was prepared by and after recording return to: Douglas C. Haney, City of Carmel, One Civic Square, Carmel, IN 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

EXHIBIT "A"

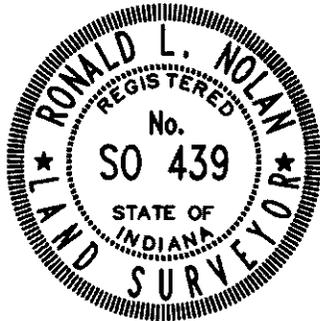
EASEMENT

FIFTEEN FEET BY A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT OFF OF THE ENTIRE SOUTHERLY SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 10 IN BAILEY'S HAMILTON HIGHLANDS, FIRST SECTION, AS RECORDED DECEMBER 30, 1949 IN DEED BOOK 134, PAGES 547-548 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA. THE SIDELINES OF THE EASEMENT ARE LENGTHENED OR SHORTENED TO TERMINATE IN THE EASTERLY AND WESTERLY BOUNDARIES OF SAID LOT 10.

CONTAINING 0.036 ACRES (1,575 SQUARE FEET), MORE OR LESS.

I, RONALD L. NOLAN, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2018000137 AND DEED BOOK 134, PAGES 547-548, 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.



Ronald L. Nolan

RONALD L. NOLAN
INDIANA LAND SURVEYOR
NO. LS SO 439



WESSLER
ENGINEERING

More than a Project™

ROAD: 106TH ST
 PROJECT: WATER MAIN
 COUNTY: HAMILTON
 SECTION: 1
 TOWNSHIP: 17 NORTH
 RANGE: 3 WEST

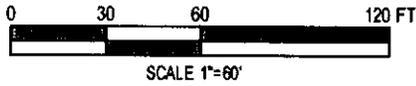
EXHIBIT "B"

DRAWN BY: JRW 11-15-2019
 CHECKED BY: RLN
 SCALE: 1"=60'

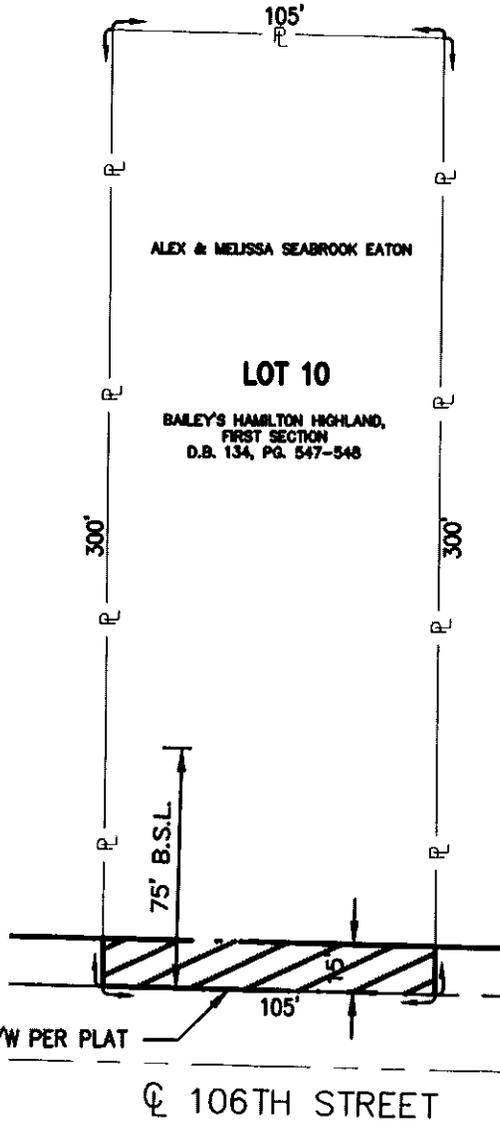
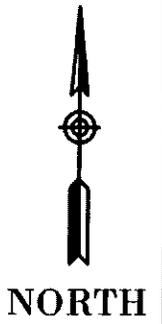
EASEMENT EXHIBIT

OWNER: ALEX & MELISSA SEABROOK EATON

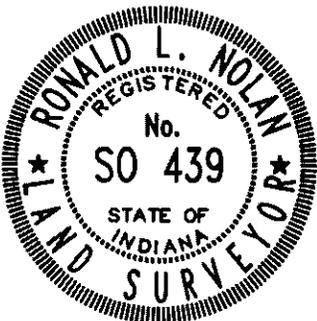
RECORD DOCUMENT: INSTRUMENT NUMBER 2019048259



HATCHED AREA IS THE APPROXIMATE EASEMENT



Drawing: J:\Carmel\Projects\206518\Carmel - Water System\mp\CAJ_04-002DW\GE\eshon\Easement\206518-SA.dwg | Layout: LOT 10-2 | Plotfile: 11/15/19 @ 02:37:06 | User: Jason Walker



NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL. THIS PLOT WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2018000137 AND DEED BOOK 134 PAGES 547-548, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE.

Ronald L. Nolan

RONALD L. NOLAN
 REG. LAND SURVEYOR NO. SO 439
 STATE OF INDIANA

DATE 11/15/2019



Approved by 

Prior Deed References: Instrument No
2013057864 in the Recorder's Office for
Hamilton County, Indiana

WATER LINE EASEMENT AGREEMENT



This Water Line Easement Agreement (the "Agreement") is made and entered into this 23rd day of January, 2019, by and between Matthew D. Heckaman and Susan L. Heckaman, ("Grantor") and the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit A attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvement/construction of the Water System Improvements: Division A & B, Unserved Areas Carmel West and Home Place (the "Project") requires a permanent, non-exclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit A and Exhibit B attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, hydrants, fittings, accessories, and equipment on, over, and across the Easement Property.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, its agents, employees, contractors and sub-contractors a non-exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, pumps, fittings, meters, accessories and equipment (the "Improvements") on, over, through, under, upon and across the Easement Property. Grantee shall have the right to: (a) remove from the Easement Property, without liability for replacement or repair, any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement; and (b) make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. If the Improvements are installed in good faith in a location other than the location that is described and depicted in Exhibit A and Exhibit B then, and in that event, the Easement Property defined herein shall be revised to include that strip of land that is centered on the line or equipment as installed, and in such an event, Grantor and Grantee, shall join in the execution and acceptance of an appropriate substitute easement instrument if either Grantor or Grantee shall deliver to the other a written request for such a substitute easement instrument. Grantee shall also have the right of ingress and egress over, under, upon and across

the Grantor's 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 on the Grantors Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements 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, and for nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by service pipes to the Improvements installed by Grantee within the Easement Property, provided such nearby property owners, their grantees, successors, agents, or employees restore the portion of the Grantor's Property disturbed by their work to a condition that is as near the condition that existed just prior to the time the portion was disturbed by them as is practicable.

2. Obligations of Grantee. The Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project, Grantee shall restore the Easement Property, to the extent practicable, to the condition as existed prior to the commencement of the Project.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement. Notwithstanding the foregoing, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property or perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall keep the Easement Property free of any fence, structure, asphalt, gravel, plants, concrete or other improvements (other than those installed by Grantee). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that Grantor breaches any such covenant or agreement, Grantee may exercise any remedy available hereunder, at law or in equity, and recover from Grantor all amounts expended in connection with exercising any such remedy (including without limitation, court costs and attorneys' fees).

6. Environmental Matters. Grantor covenants and represents that to the best of its knowledge, neither the Grantor's Property nor 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 Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property

Carmel, Indiana 46032
Attn: Director of Utilities

If to Grantor:

Matthew D. Heckaman &
Susan L. Heckaman
10601 Highland Drive
Indianapolis, IN 46280

Any such notice will be effective three days after the notice has been deposited in the United States mail, as provided above, or if earlier upon receipt.

13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

14. Authority. The persons executing this instrument on behalf of Grantor hereby represent that he/she has the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; that Grantor guarantees the quiet possession of the Easement Property to the Grantee; that the Easement Property is free of any liens or encumbrances, except the lien of current taxes and any other lien or encumbrance that, as of the date of execution hereof, appears of public record; no approval of any other party is necessary for the granting of this Agreement or to the extent necessary has been obtained by Grantor; and that, subject to the foregoing, Grantor will warrant and defend Grantee's title to the easement granted hereby against all claims thereon.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement Agreement as of the day and year first above written.

GRANTOR:

Matthew D. Heckaman

By: 

Printed: Matthew D. Heckaman

Susan L. Heckaman

By: 

Printed: Susan L Heckaman

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:

Sue Wolfgang, Clerk

Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA)
)
COUNTY OF _____) SS:

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 Sue Wolfgang, Clerk 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Printed Name

My County of Residence: _____

Date: _____

STATE OF INDIANA)
)
COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for the State of Indiana, appeared Matthew D Heckaman ^{Matthew D Heckaman} ~~Susan L. Heckaman~~, who acknowledged the execution of the foregoing Water Line Easement Agreement as his/her voluntary act and deed.

Witness my hand and Notarial seal this 23 day of January, ^{2020 or} 2019.

My Commission Expires:
7/19/23

[Signature]
Notary Public

My County of Residence:
Manion

Jennifer Landis
[Printed]



This instrument was prepared by and after recording return to: Douglas C. Haney, City of Carmel, One Civic Square, Carmel, IN 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

EXHIBIT "A"

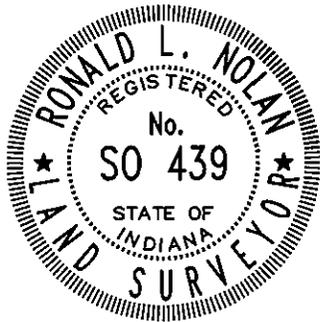
EASEMENT

FIFTEEN FEET BY PARALLEL LINES OFF OF THE ENTIRE SOUTH SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 7 IN BAILEY'S HAMILTON HIGHLANDS, FIRST SECTION, AS RECORDED DECEMBER 30, 1949 IN DEED BOOK 134, PAGES 547-548 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

CONTAINING 0.037 ACRES (1,619 SQUARE FEET), MORE OR LESS.

I, RONALD L. NOLAN, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2013057864 AND DEED BOOK 134, PAGES 547-548, 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.



Ronald L. Nolan

RONALD L. NOLAN
INDIANA LAND SURVEYOR
NO. LS SO 439



WESSLER
ENGINEERING

More than a Project™

ROAD: 106TH ST
PROJECT: WATER MAIN
COUNTY: HAMILTON
SECTION: 1
TOWNSHIP: 17 NORTH
RANGE: 3 WEST

EXHIBIT "B"

DRAWN BY: JRW 03-15-2019
CHECKED BY: JAB
SCALE: 1"=60'

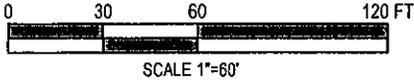
EASEMENT EXHIBIT

OWNER: MATTHEW D. HECKAMAN AND SUSAN L. HECKAMAN

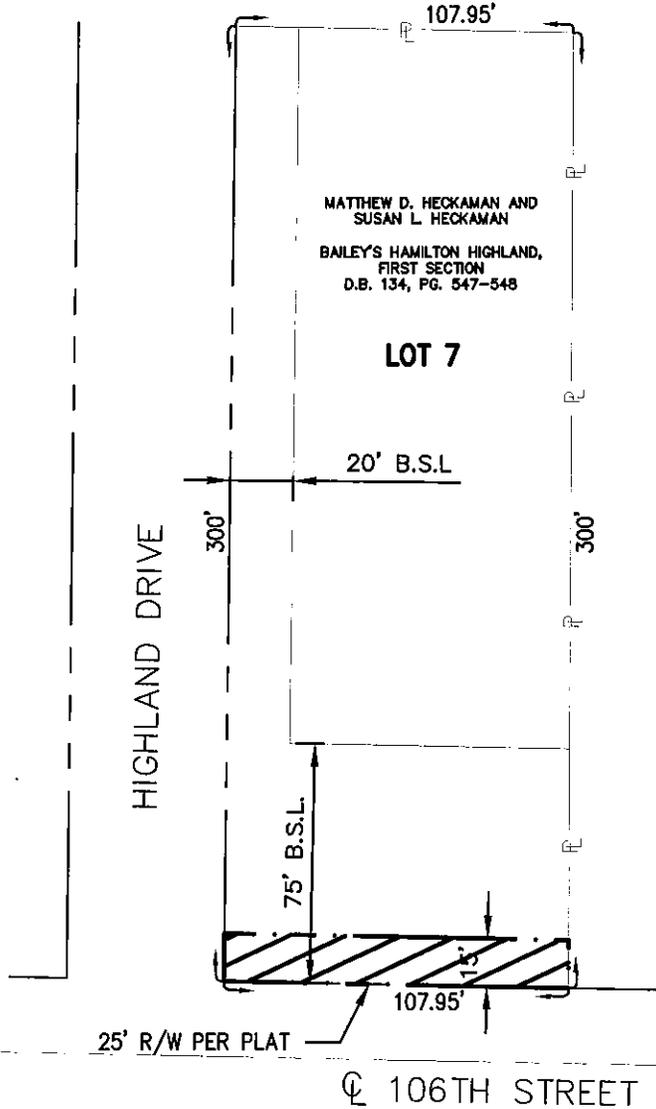
RECORD DOCUMENT: INSTRUMENT NUMBER 2013057864



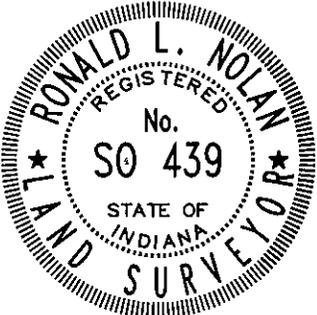
NORTH



HATCHED AREA IS THE APPROXIMATE EASEMENT



Drawing: J:\Carmel\Projects\206518 Carmel - Water System\Imp\CAD 04-002\DWG\Exhibit\Easements\206518-5A.dwg | Layout: LOT 7-2 | Plotset: 03/22/19 @ 08:41:21 | User: Jason Walker



NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL. THIS PLOT WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2013057864 AND DEED BOOK 134 PAGES 547-548, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE.

Ronald L. Nolan

RONALD L. NOLAN
REG. LAND SURVEYOR NO. SO 439
STATE OF INDIANA

DATE 03/15/2019



More than a Project™

Approved By 



Prior Deed References: Instrument No
9215275 in the Recorder's Office for
Hamilton County, Indiana

WATER LINE EASEMENT AGREEMENT

5th This Water Line Easement Agreement (the "Agreement") is made and entered into this day of January, 2020, by and between Bernard F. Szuhaj and Jennifer Szuhaj, ("Grantor") and the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit A attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvement/construction of the Water System Improvements: Division A & B, Unserved Areas Carmel West and Home Place (the "Project") requires a permanent, non-exclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit A and Exhibit B attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, hydrants, fittings, accessories, and equipment on, over, and across the Easement Property.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, its agents, employees, contractors and sub-contractors a non-exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, pumps, fittings, meters, accessories and equipment (the "Improvements") on, over, through, under, upon and across the Easement Property. Grantee shall have the right to: (a) remove from the Easement Property, without liability for replacement or repair, any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement; and (b) make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. If the Improvements are installed in good faith in a location other than the location that is described and depicted in Exhibit A and Exhibit B then, and in that event, the Easement Property defined herein shall be revised to include that strip of land that is centered on the line or equipment as installed, and in such an event, Grantor and Grantee, shall join in the execution and acceptance of an appropriate substitute easement instrument if either Grantor or Grantee shall deliver to the other a written request for such a substitute easement instrument. Grantee shall also have the right of ingress and egress over, under, upon and across

the Grantor's 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 on the Grantors Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements 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, and for nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by service pipes to the Improvements installed by Grantee within the Easement Property, provided such nearby property owners, their grantees, successors, agents, or employees restore the portion of the Grantor's Property disturbed by their work to a condition that is as near the condition that existed just prior to the time the portion was disturbed by them as is practicable.

2. Obligations of Grantee. The Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project, Grantee shall restore the Easement Property, to the extent practicable, to the condition as existed prior to the commencement of the Project.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement. Notwithstanding the foregoing, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property or perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall keep the Easement Property free of any fence, structure, asphalt, gravel, plants, concrete or other improvements (other than those installed by Grantee). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that Grantor breaches any such covenant or agreement, Grantee may exercise any remedy available hereunder, at law or in equity, and recover from Grantor all amounts expended in connection with exercising any such remedy (including without limitation, court costs and attorneys' fees).

6. Environmental Matters. Grantor covenants and represents that to the best of its knowledge, neither the Grantor's Property nor 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 Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property

Carmel, Indiana 46032
Attn: Director of Utilities

If to Grantor:

Bernard F. Szuhaj and Jennifer Szuhaj
12593 Royce Court
Carmel, IN 46033

Any such notice will be effective three days after the notice has been deposited in the United States mail, as provided above, or if earlier upon receipt.

13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

14. Authority. The persons executing this instrument on behalf of Grantor hereby represent that he/she has the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; that Grantor guarantees the quiet possession of the Easement Property to the Grantee; that the Easement Property is free of any liens or encumbrances, except the lien of current taxes and any other lien or encumbrance that, as of the date of execution hereof, appears of public record; no approval of any other party is necessary for the granting of this Agreement or to the extent necessary has been obtained by Grantor; and that, subject to the foregoing, Grantor will warrant and defend Grantee's title to the easement granted hereby against all claims thereon.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement Agreement as of the day and year first above written.

GRANTOR:

Bernard F. Szuhaj

By: B. F. Szuhaj

Printed: Bernard F. Szuhaj

Jennifer Szuhaj

By: Jenn Szuhaj

Printed: Jennifer Szuhaj

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:

Sue Wolfgang, Clerk

Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA)
)
COUNTY OF _____)

SS:

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 Sue Wolfgang, Clerk 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Printed Name

My County of Residence: _____

Date: _____

STATE OF INDIANA)
)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for the State of Indiana, appeared BERNARD SZUHAT, who acknowledged the execution of the foregoing Water Line Easement Agreement as his/her voluntary act and deed.

Witness my hand and Notarial seal this 18th day of DECEMBER, 2019.

My Commission Expires:
03-01-2023

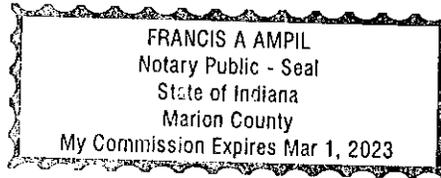


Notary Public

My County of Residence:
HAMILTON

FRANCIS A. AMPIL

[Printed]



This instrument was prepared by and after recording return to: Douglas C. Haney, City of Carmel, One Civic Square, Carmel, IN 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

EXHIBIT "A"

OWNER: Bernard F. Szuhaj and Jennifer Szuhaj

DEED RECORD: Instrument Number 9215275

HAMILTON COUNTY PARCEL NO.: 29-13-01-405-017.000-018

PERMANENT EASEMENT

A part of the southeast quarter of Section 1, Township 17 North, Range 3 East in Clay Township, Hamilton County, Indiana, said part being more particularly described as follows:

Commencing at the northeast corner of said southeast quarter section, designated as point "301" on the Location Control Route Survey Plat, marked by a Harrison monument per the county surveyor's corner record; thence South 00 degrees 18 minutes 13 seconds West (Indiana Continually Operation Reference Station Network [INCORS], Indiana State Plane Coordinates, East Zone, NAD 1983) along the east line of said southeast quarter section, a distance of 638.90 feet; thence North 88 degrees 14 minutes 13 seconds West, parallel to the north line of said southeast quarter section, a distance of 450.30 feet to the northwesterly corner of a 0.46 acre tract of land as described in Instrument Number 9215275 in the Office of the Recorder of Hamilton County and being the POINT OF BEGINNING of this description; thence South 00 degrees 18 minutes 13 seconds West, along the westerly boundary of said 0.46 acre tract, a distance of 15.00 feet; thence South 88 degrees 14 minutes 13 seconds East, a distance of 45.00 feet; thence North 00 degrees 18 minutes 13 seconds East, a distance of 15.00 feet to the northerly boundary of said 0.46 acre tract; thence North 88 degrees 14 minutes 13 seconds West, along said northerly boundary, a distance of 45.00 feet to the point of beginning. Containing 0.016 acres (675 square feet), more or less. Subject to all legal highways, rights of ways, easements, and restrictions of record.

SURVEYOR'S STATEMENT

To the best of my knowledge, information and belief, this plat and legal description, together with the Location Control Route Survey Plat, recorded on June 19, 2019 as Instrument Number 2019025986 in the Office of the Recorder of Hamilton County, Indiana (incorporated and made a part hereof by reference), comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 (Rule 12).

DATE: June 20, 2019

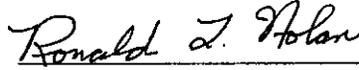
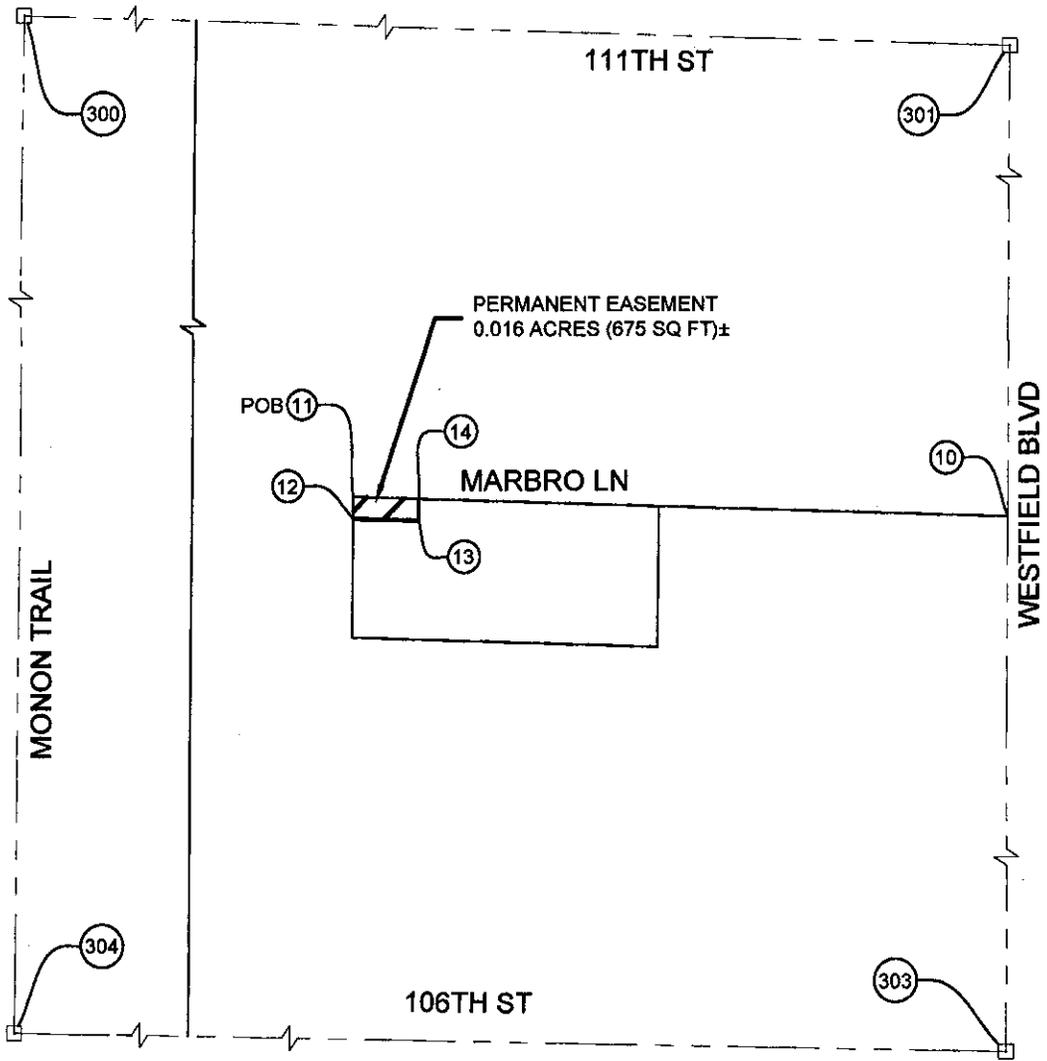

RONALD L. NOLAN
Registered Land Surveyor SO 439
State of Indiana



EXHIBIT "B"



Drawing: J:\Carmel\Projects\206518-Carmel - Water System Improv\CAD 04-020\DWG\Exhibit\ExhibitB\206518-EX-B.dwg | Layout: PARCEL_2-1 | Plotted: 06/18/19 @ 03:43:21 | User: Jason Villar

DRAWN BY			CHECKED BY			APPROVED BY			EXHIBIT "B"			CURRENT SHEET NO.		
JRW			JAB			RLN			PREPARED FOR:			2		
DRAWING SCALE									CITY OF CARMEL UTILITIES					
1"=100'									PERMANENT EASEMENT			TOTAL SHEETS		
PROJECT NUMBER									OWNER: BERNARD F SZUHAJ &			3		
206518-48-001									JENNIFER SZUHAJ					



EXHIBIT "B" (CONT)

POINT LOCATIONS		
POINT	NORTHING	EASTING
10	1711755.37	199071.77
11	1711769.23	198621.69
12	1711754.23	198621.61
13	1711752.84	198666.59
14	1711767.84	198666.67

PERMANENT EASEMENT			
FROM POINT	TO POINT	BEARING	DISTANCE
301	10	S00°18'13"W	638.90'
10	11 (POB)	N88°14'13"W	450.30'
11 (POB)	12	S00°18'13"W	15.00'
12	13	S88°14'13"E	45.00'
13	14	N00°18'13"E	15.00'
14	11 (POB)	N88°14'13"W	45.00'

* FOR POINTS 300, 301, 303 AND 304 SEE THE LOCATION CONTROL ROUTE SURVEY PLAT.

Drawing: J:\Carmel\Projects\206518-48-001\206518-48-001\206518-48-001\206518-48-001.dwg | User: Jason Walker | Plotted: 08/19/19 @ 08:43:51 | Layout: PARCEL_2.3

DRAWN BY	CHECKED BY	APPROVED BY
JRW	JAB	RLN
DRAWING SCALE		
PROJECT NUMBER		
206518-48-001		



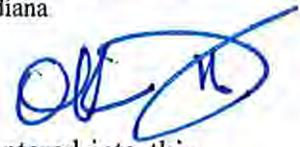
EXHIBIT "B"
PREPARED FOR: CITY OF CARMEL UTILITIES
PERMANENT EASEMENT OWNER: BERNARD F SZUHAJ & JENNIFER SZUHAJ

CURRENT SHEET NO.
3
TOTAL SHEETS
3

Witnessed By 

Prior Deed References: Instrument No
Deed Record 283, Page 70 in the Recorder's Office for
Hamilton County, Indiana

WATER LINE EASEMENT AGREEMENT



This Water Line Easement Agreement (the "Agreement") is made and entered into this 10 day of October, 2019, by and between Cecil E. Carlyle and Janet L. Carlyle, ("Grantor") and the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit A attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvement/construction of the Water System Improvements: Division A & B, Unserved Areas Carmel West and Home Place (the "Project") requires a permanent, non-exclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit A and Exhibit B attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, hydrants, fittings, accessories, and equipment on, over, and across the Easement Property.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, its agents, employees, contractors and sub-contractors a non-exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, pumps, fittings, meters, accessories and equipment (the "Improvements") on, over, through, under, upon and across the Easement Property. Grantee shall have the right to: (a) remove from the Easement Property, without liability for replacement or repair, any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement; and (b) make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. If the Improvements are installed in good faith in a location other than the location that is described and depicted in Exhibit A and Exhibit B then, and in that event, the Easement Property defined herein shall be revised to include that strip of land that is centered on the line or equipment as installed, and in such an event, Grantor and Grantee, shall join in the execution and acceptance of an appropriate substitute easement instrument if either Grantor or Grantee shall deliver to the other a written request for such a substitute easement instrument. Grantee shall also have the right of ingress and egress over, under, upon and across

the Grantor's 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 on the Grantors Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements 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, and for nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by service pipes to the Improvements installed by Grantee within the Easement Property, provided such nearby property owners, their grantees, successors, agents, or employees restore the portion of the Grantor's Property disturbed by their work to a condition that is as near the condition that existed just prior to the time the portion was disturbed by them as is practicable.

2. Obligations of Grantee. The Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project, Grantee shall restore the Easement Property, to the extent practicable, to the condition as existed prior to the commencement of the Project.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement. Notwithstanding the foregoing, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property or perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall keep the Easement Property free of any fence, structure, asphalt, gravel, plants, concrete or other improvements (other than those installed by Grantee). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that Grantor breaches any such covenant or agreement, Grantee may exercise any remedy available hereunder, at law or in equity, and recover from Grantor all amounts expended in connection with exercising any such remedy (including without limitation, court costs and attorneys' fees).

6. Environmental Matters. Grantor covenants and represents that to the best of its knowledge, neither the Grantor's Property nor 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 Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property

Carmel, Indiana 46032
Attn: Director of Utilities

If to Grantor:

Cecil E. Carlyle and Janet L. Carlyle
1506 E. 106th Street
Indianapolis, IN 46280

Any such notice will be effective three days after the notice has been deposited in the United States mail, as provided above, or if earlier upon receipt.

13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

14. Authority. The persons executing this instrument on behalf of Grantor hereby represent that he/she has the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; that Grantor guarantees the quiet possession of the Easement Property to the Grantee; that the Easement Property is free of any liens or encumbrances, except the lien of current taxes and any other lien or encumbrance that, as of the date of execution hereof, appears of public record; no approval of any other party is necessary for the granting of this Agreement or to the extent necessary has been obtained by Grantor; and that, subject to the foregoing, Grantor will warrant and defend Grantee's title to the easement granted hereby against all claims thereon.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement Agreement as of the day and year first above written.

GRANTOR:

Cecil E. Carlyle

By: 

Printed: CECIL E. CARLYLE

Janet L. Carlyle

By: 

Printed: JANET L. CARLYLE

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:

Sue Wolfgang, Clerk

Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA)
)
COUNTY OF _____) SS:

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 Sue Wolfgang, Clerk 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Printed Name

My County of Residence: _____

Date: _____

STATE OF INDIANA)
)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for the State of Indiana, appeared Janet L. Carlyle, who acknowledged the execution of the foregoing Water Line Easement Agreement as his/her voluntary act and deed.

Witness my hand and Notarial seal this 10 day of October, 2019.

My Commission Expires:

7/19/23

My County of Residence:

Marion

Jennifer Landis
Notary Public

[Printed]



This instrument was prepared by and after recording return to: Douglas C. Haney, City of Carmel, One Civic Square, Carmel, IN 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

EXHIBIT "A"

EASEMENT

FIFTEEN FEET BY PARALLEL LINES OFF OF THE ENTIRE SOUTH SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:

Lot 9 in Bailey's Hamilton Highlands First Section as recorded December 30, 1949 in Deed Book 134 page, 547-548 in the Office of the Recorder of Hamilton County, Indiana.

CONTAINING 0.036 ACRES (1,575 SQ. FT.) MORE OR LESS.

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 D.R. 283, pg. 70 and Deed Book 134, pages 547-548, 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.



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

TRENT E. NEWPORT
INDIANA LAND SURVEYOR
NO. LS 29600021

PREPARED BY:



Transportation &
Development Consultants
3417 SHEPARD DR. BEECH GROVE, IN 46107 (317) 760-1555

ROAD: 106th St.
PROJECT: WATER MAIN
SCHOOL PKWY-WESTFIELD BLVD
COUNTY: HAMILTON
SECTION: 1
TOWNSHIP: 17 NORTH
RANGE: 3 WEST

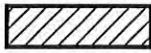
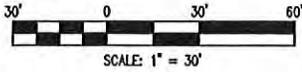
EXHIBIT "B"

DRAWN BY : JDW 01-26-2012
CHECKED BY : TEN
SCALE : 1" = 30'

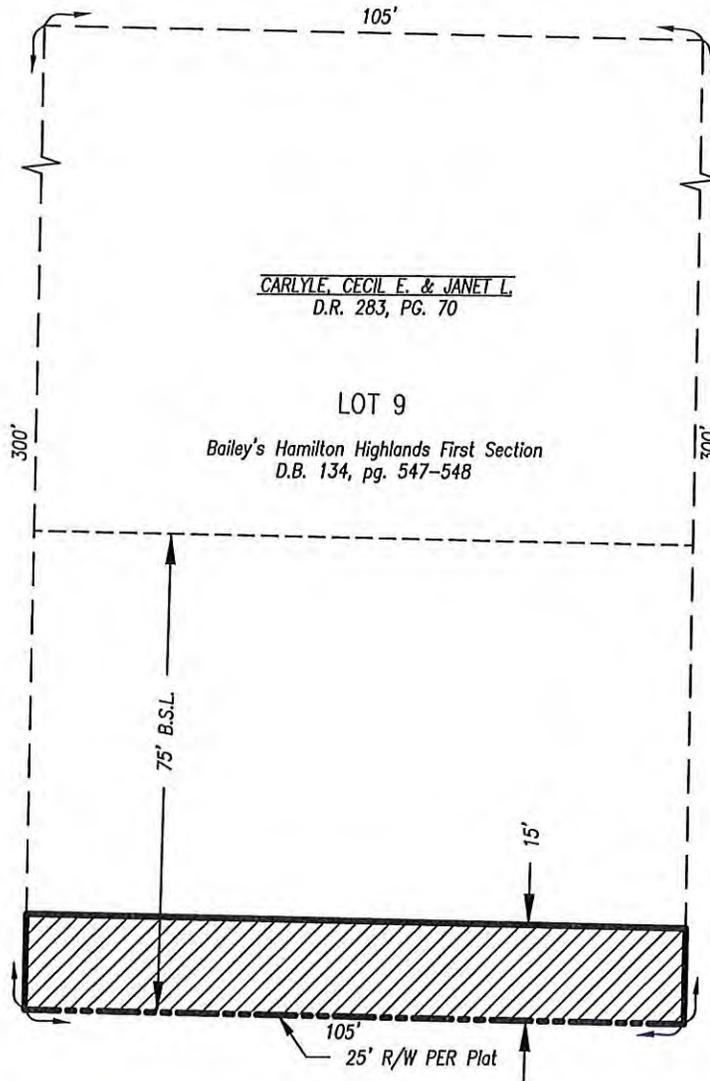
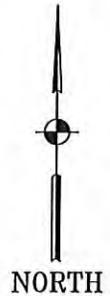
EASEMENT EXHIBIT

OWNER: Carlyle, Cecil E. & Janet L.

RECORD DOCUMENT: WARRANTY DEED D.R. 283, pg. 70



HATCHED AREA IS THE APPROXIMATE EASEMENT



106TH STREET

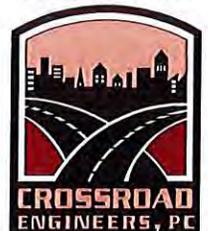


No fieldwork was performed and therefore, this description is subject to any overlaps, gaps or inconsistencies that a field survey might reveal. This plot was prepared from information obtained from D.R. 283, pg. 70 and Deed Book 134, pages 547-548, as recorded in the Hamilton County Recorder's Office.

Trent E. Newport
Reg. Land Surveyor No. 29600021
State of Indiana

1-25-12
Date

PREPARED BY:



Transportation &
Development Consultants
3417 SHEPARD DR. BEECH GROVE, IN 46107 (317) 760-1555

RESOLUTION NO. BPW 05-06-20-01

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING GRANT AGREEMENT**

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana (“City”), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City’s mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City’s mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the “Contract”); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City’s Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk’s Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

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:

Sue Wolfgang, Clerk
Date: _____



GRANT AGREEMENT

This Grant Agreement (herein referred to as “Agreement”) entered into by and between the City of Carmel (the “City” or “Grantor”) and Promote Carmel, Inc. (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That Grantee is an Indiana not-for-profit corporation working in partnership with the City to promote the City of Carmel, Indiana, its events and unique qualities, to both visitors and residents as part of the broader mission to sustain pride in our community and attract and retain new residents and corporate employers. Promote Carmel will also own and operate the All Things Carmel store, which will serve as a "visitors center" and gift shop on Main Street and, potentially, future locations in the City.
2. **Tourism and Economic Development.** The City believes that partnering with Grantee will help to attract tourists to Carmel from other cities and states and encourage economic development and tourism.
3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds to accomplish the stated purpose in Sections 1 and 2 hereinabove.
4. **Warranty of non-profit status.** Grantee and City hereby mutually represent and warrant that Grantee is a not-for-profit corporation formed in Indiana and does not now and will not have shareholders and will not issue dividends. Grantee represents it is applying to the Internal Revenue Service for 501(c)(3) designation, which it may or may not receive.
5. **City’s right to request audit or review.** Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City’s request, 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 of funds from the City for the purpose of an audit requested by the City, the State of Indiana, or their designees.

6. **Quarterly financial statements.** Grantee agrees to provide the City quarterly financial statements within 45 days after each quarter-end.
7. **Year-end review.** Grantee agrees to provide the City a year-end report (“Year End Report”) for each year, describing how the grant was used and the impact of the dollars received.
8. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to operate the All Things Carmel Store or to accomplish the stated purpose in Sections 1 and 2 hereinabove and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received from the City.
9. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ any unauthorized aliens.

The Grantee affirms under the penalties of perjury that it has enrolled and is participating in the E-Verify program as defined in Indiana Code § 22-5-1.7-3. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

The City 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.

10. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, it waives its right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.
11. **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.
12. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be

modified by written amendment executed by both parties hereto, or their successors in interest.

13. **Continuation.** Grantee agrees any grants awarded in any year shall be subject to the terms of this Agreement.
14. **Partnership.** City agrees to work with Grantee to operate the All Things Carmel Store, and will provide City employees as reasonably necessary to operate the All Things Carmel Store.
15. **Insurance.** Grantee agrees to purchase liability insurance with standard terms and City agrees that its insurance provides certain coverage for events held on City property.

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

PROMOTE CARMEL, INC. ("Grantee")

By: 

Tim Griffin, President

Date: 4/15/20

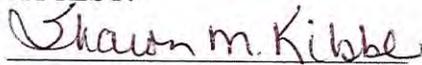
CITY OF CARMEL ("Grantor")

By: 

James Brainard, Mayor

Date: April 15, 2020

ATTEST:

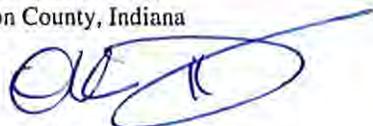


Date: April 15, 2020

APPROVED BY 

Prior Deed Reference: Instrument No. 2019044129,
in the Recorder's Office for Hamilton County, Indiana

SANITARY SEWER EASEMENT AGREEMENT



This Sanitary Sewer Easement Agreement (the "Agreement") is made and entered into this ___ day of _____, 2020 (the "Effective Date"), by and between David A. Gagliano, an adult individual ("Grantor") and the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located at 402 Emerson Road, Carmel, in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit 1 attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvement/construction of a sanitary sewer located at 402 Emerson Road (the "Project") requires a permanent, exclusive, variable width sanitary sewer easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit A attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing sewer utility lines; sewer mains, pipes, conduits; auxiliary or feeder service mains, pipes, conduits; and other facilities, appliances, apparatus and structures necessary for the purpose of providing sanitary sewage disposal services on, over, through, under, upon and across the Easement Property (the "Improvements"). For sake of clarity, Grantee may not install sewer manholes on the Easement Property.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee an exclusive, perpetual variable width sanitary sewer easement for the purpose of the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing the Improvements on, over, through, under, upon and across the Easement Property. Subject to Grantee's repair and restoration obligations under paragraph 2 of this Agreement and only as needed for work related to the Improvements, Grantee shall have the right to: (a) remove from the Easement Property any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping, irrigation and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement; and (b) make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. If the Improvements are installed in good faith in a location other than the location that is described and depicted in Exhibit A and Exhibit B then, and in that event, the Easement Property defined herein shall be revised to include that strip of land that is centered on the line or equipment as installed, and in such an event, Grantor and Grantee shall join in the execution and acceptance of an appropriate substitute easement

instrument if either Grantor or Grantee shall deliver to the other a written request for such a substitute easement instrument. Grantee shall only have the right to access the Easement Property, not any other portion of Grantor's Property. For clarity, this Agreement does not allow for public or private access over Grantor's Property. Access to the Easement Property shall only be from the public right of way on the southwest portion of the Easement Property, and not across other parts of the Grantor's Property.

2. Obligations of Grantee. Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project and any subsequent repairs necessary in the future, Grantee shall replace the entire driveway, walkway / sidewalk and fencing if any portion is impacted, and not limited to damaged portions of driveways, paths, sidewalks or parking areas or fencing on the Easement Property, and Grantee shall sod the affected portion of the Easement Property if established grass exists. Grantee shall be obligated to replace any landscaping, trees, vegetation, irrigation systems or similar items throughout the life of this Easement with a similar species of a size reasonably acceptable to Grantor. Unless otherwise agreed by Grantor, on or before May 10, 2020, Grantee shall do the following:

(i) install the eight inch (8") sanitary sewer line within the Easement Property via a gravity sewer line installed 7.0 – 8.5 feet deep and in a location agreed to by Grantor and Grantee, which location is at least five feet (5') west of Grantor's planned construction;

(ii) Grantee shall cut and cap the east and west ends of the existing sanitary sewer line located behind the existing house on Grantor's Property;

(iii) Grantee will inspect the existing home sanitary sewer lateral located within the public right-of-way adjacent to the Grantor's Property and to the extent that the existing sanitary sewer lateral needs to be repaired or replaced, Grantee shall complete such work;

(iv) Grantee shall complete the foregoing work in a commercially reasonable manner so as not to disrupt Grantor's construction activities on Grantor's property.

Grantee shall also construct and install an infiltration trench within the Easement Property and the adjacent public right-of-way as designed by Badger Engineering and approved by the City of Carmel's Engineering Department. Grantee shall obtain any right-of-way and other approvals necessary to construct and install the infiltration trench. The infiltration trench will be installed in a timeframe agreed upon by Grantor and Grantee.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement; provided, however, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property or perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. For sake of clarity, driveway,

walkway, fencing, irrigation, landscaping are all deemed to be acceptable uses by Grantor and Grantee assumes liability for full replacement of such items, in an expeditious manner, for damages caused by Grantee's subsequent repairs to the Improvements. Grantor shall have no liability for any claims of third parties due to or arising out of any act, omission or negligence of Grantor in exercising its rights under this Agreement, unless due to Grantor's gross negligence.

4. Obligations of Grantor. Grantor shall mow and care for the grass located within the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns.

6. Environmental Matters. Grantor covenants and represents that to the best of its knowledge, neither the Grantor's Property nor the Easement Property is presently the subject of, nor is there the threat of, any federal, state, or local environmentally related lien, proceeding, claim, liability or action.

7. Other Obligations. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Grantor's Property or Easement Property.

8. Waiver. Waiver by either party of any one default hereunder will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

9. Amendment. Grantor and Grantee agree that this Agreement shall only be modified or released by the express, written consent of both Grantor and Grantee. Said consent, when duly recorded, shall run with the Grantor's Property and the Easement Property.

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement. This Agreement may be terminated, modified, or amended only by a writing signed by the parties, and no agreement or consent of any other persons shall be necessary for such termination, modification, or amendment.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. Any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within Hamilton County, Indiana.

12. Notice. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (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, (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, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed to the respective parties as follows:

If to Grantee: City of Carmel
 One Civic Square
 Carmel, Indiana 46032
 Attn: Corporation Counsel

With a copy to : City of Carmel
 30 W. Main Street, Suite 220
 Carmel, Indiana 46032
 Attn: Director of Utilities

If to Grantor: David A. Gagliano
 402 Emerson Road
 Carmel, Indiana 46032

13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

14. Authority. The person(s) executing this instrument on behalf of Grantor hereby represent that they have the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; that Grantor guarantees the quiet possession of the Easement Property to Grantee; that the Easement Property is free of any liens or encumbrances, except the lien of current taxes and any other lien or encumbrance that, as of the date of execution hereof, appears of public record; no approval of any other party is necessary for the granting of this Agreement or to the extent necessary has been obtained by Grantor; and that, subject to the foregoing, Grantor will warrant and defend Grantee's title to the easement granted herein against all claims thereon.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Sanitary Sewer Easement Agreement as of the day and year first above written.

GRANTOR:

By: David A. Gagliano
David A. Gagliano

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared David A. Gagliano, who acknowledged the execution of the foregoing Agreement as his voluntary act and deed.

Witness my hand and notarial seal this 22nd day of April, 2020.

Notary Public

Lisa L. Kempa
Printed Name Lisa L. Kempa

My Commission Expires: _____

My County of Residence: HAMILTON



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:

Sue Wolfgang, Clerk
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA)
)
COUNTY OF _____) SS:

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 Sue Wolfgang, Clerk 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Printed Name

My County of Residence: _____

Date: _____

EXHIBIT 1

Grantor's Property

A part of the West Half of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, described as follows:

Begin at a point 145.525 feet West and 152.0 feet South of the Northeast corner of the West half of the Southeast Quarter of Section 25, Township 18 North, Range 3 East; thence South 152.0 feet to an iron stake; thence West parallel with the North line of said Quarter Section 95.525 feet to an iron stake; thence North parallel with the East line of said West Half 152.0 feet to a point; thence East 95.525 feet to the place of beginning, in Hamilton County, Indiana.

Parcel No.: 29-09-25-402-007.000-018

EXHIBIT "A"

Deborah Wineberg
Inst. No. 9025183

(S)

P.W.P.

95.525'

N88°41'52"E

P.W.P.

N88°50'45"E
40.00'

N00°09'15"W
152.00'

96.111'
A. S. SLOAN

EASEMENT
AREA=2,440 sft

P.W.P.

S88°41'52"W
93.86'

N88°41'52"E

95.53'

Johnson Addition
Record 2, Pages 26-28

S88°41'52"W
95.52'

S00°09'15"E

152.00'

P.W.P.

Stanley C. & Kelly A. Baskett
Inst. No. 9909930627

Emerson Road
Variable Width
Public R/W

WATER LINE EASEMENT AGREEMENT



This Water Line Easement Agreement (the "Agreement") is made and entered into this ___ day of _____, 2020, by and between **Burlen Realty, Inc.**, ("Grantor") and the City of Carmel, Indiana ("Grantee").

RECITALS:

A. Grantor are the owners of certain real property located in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit 1 attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvement/construction of a public water supply line ("the "Project") requires a permanent, exclusive easement over, through, under, upon and across that portion of Grantors' Property more particularly described and depicted in Exhibit A and Exhibit B attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines; and all associated valves, pumps, fittings, meters, accessories and equipment on, over, and across the Easement Property.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantors hereby grant and convey to Grantee a exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, pumps, fittings, meters, accessories and equipment (the "Improvements") on, over, through, under, upon and across the Easement Property. Grantee shall have the right to: (a) subject to Section 2, remove from the Easement Property any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement; and (b) make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. If the Improvements are installed in good faith in a location other than the location that is described and depicted in Exhibit A and Exhibit B then, and in that event, the Easement Property defined herein shall be revised to include that strip of land that is centered on the line or equipment as installed, and in such an event, Grantors and Grantee, shall join in the execution and acceptance of an appropriate substitute easement instrument if either Grantors or Grantee shall deliver to the other a written request for such a substitute easement instrument. Grantee shall also have the right of ingress and egress over, under, upon and across the Grantor's 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 on the Grantor's Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements 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, and for nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by service pipes to the Improvements installed by Grantee within the Easement Property, provided such nearby property owners, their grantees, successors, agents, or employees restore the portion of the Grantors' Property disturbed by their work to a condition that is as near the condition that existed just prior to the time the portion was disturbed by them as is practicable.

2. Obligations of Grantee. To the extent practical and within acceptable construction practices, Grantee shall utilize directional boring for the initial installation of the water utility lines that are a part of the Improvements. Open cutting or ditches shall be utilized to install service lines, taps, hydrants, valves or similar items; as needed as part of the directional boring process; where two water lines intersect or connect; or if problems arise with the directional boring process. Grantee shall not be required to use directional boring for any future repair, maintenance, replacement, reconstruction, relocation of the Improvements. Grantee shall maintain, repair, replace and service the Improvements. Notwithstanding anything in this Agreement to the contrary, Grantee shall restore the Easement Property and Grantors' Property, to the extent practicable, to the condition as existed prior to the commencement of the Project, including driveways thereon. This obligation to restore the driveways shall apply to all future work, including repair, replacement or relocation of the Improvements.

3. Rights Retained by Grantors. Grantors shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement. Subject to Grantee's rights and obligations in Sections 1 and 2 with respect to the Easement Property, Grantors shall be entitled to maintain all improvements on the Grantors' Property.

4. Property in existence as of the date of this Agreement. With the exception of those Improvements in existence on the date of this Agreement, Grantors shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property. Grantors shall not perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

5. Obligations of Grantors. Grantors shall keep the Easement Property free of any fence, structure, asphalt, gravel, plants, concrete or other improvements (other than those installed by Grantee). Grantors shall mow and care for the grass located within the Easement Property and shall maintain all other parts of the Easement Property in good condition. Grantors shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

6. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantors' Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantors and their grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy (including without limitation, court costs and attorneys' fees).

7. Environmental Matters. Grantors covenant and represent that to the best of their knowledge, neither the Grantors' Property nor 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 Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantors' Property or the Easement Property prior to the acceptance of this Agreement; (ii) acts of Grantors or any other third party; or (iii) conditions on the Grantors' Property or the Easement Property not created by Grantee.

8. Jurisdiction. Grantors and Grantee agree that any litigation associated with or arising from this indenture shall be filed with a court of competent jurisdiction within the State of Indiana.

9. Other Obligations. Grantors agree that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantors to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Grantors' Property or Easement Property.

10. Waiver. Waiver by either party of any one default hereunder will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

11. Amendment. Grantors and Grantee agree that this Agreement shall only be modified or released by the express, written consent of both Grantors and Grantee. Said consent, when duly recorded, shall run with the Grantors' Property and the Easement Property.

12. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement. This Agreement may be terminated, modified, or amended only by a writing signed by the parties, and no agreement or consent of any other persons shall be necessary for such termination, modification, or amendment.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

14. Notice. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (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, (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, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed to the respective parties as follows:

If to Grantee: City of Carmel
One Civic Square
Carmel, Indiana 46032
Attn: Carmel City Attorney

With a Copy to: City of Carmel
One Civic Square
Carmel, Indiana 46032
Attn: Director of Utilities

If to Grantors:

KURT KARNS
4352 W. 96TH ST
CARMEL, IN 46268

Any such notice will be effective three days after the notice has been deposited in the United States mail, as provided above, or if earlier upon receipt.

15. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

16. Authority. The persons executing this instrument on behalf of Grantors hereby represent that they have the authority to bind Grantors to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantors further represent and warrant to Grantee that Grantors are the fee simple owner of the Easement Property; that Grantors have the right to grant this easement; that Grantors guarantee the quiet possession of the Easement Property to the Grantee; that the Easement Property is free of any liens or encumbrances, except the lien of current taxes and any other lien or encumbrance that, as of the date of execution hereof, appears of public record; and that, subject to the foregoing, Grantors will warrant and defend Grantee's title to the easement granted hereby against all claims thereon.

17. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement Agreement as of the day and year first above written.

GRANTORS:

Burlen Realty, Inc.

BY: Kat FK
Signature

Kurt F. Kams
Printed

President
Title

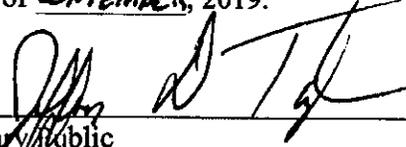
9/6/19
Date

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared KURT KARNS,
by me known to be the PRESIDENT of Burlen Realty, Inc., Grantor, who
acknowledged the execution of the foregoing Water Line Easement Agreement for and on behalf of said
Grantor.

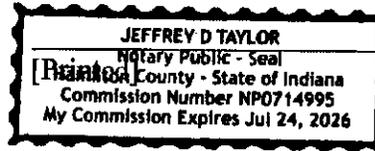
Witness my hand and Notarial seal this 10TH day of SEPTEMBER, 2019.

My Commission Expires:



Notary Public

My County of Residence:



This instrument was prepared by and after recording return to: Douglas C. Haney, City of Carmel, One
Civic Square, Carmel, IN 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

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:

Sue Wolfgang, Clerk

Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA)
)
COUNTY OF _____)

SS:

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 Sue Wolfgang, Clerk 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

Printed Name

My County of Residence: _____

Date: _____

EXHIBIT 1

TRACT 1

A part of the Southwest Quarter of Section 7, Township 17 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the South line of said Quarter Section, said point being 1628.43 feet Eastwardly, deed (North 89 degrees 33 minutes 00 seconds East, measured) from the Southwest corner of said Quarter Section; thence North 00 degrees 11 minutes West along an established fence line 1066.65 feet; thence North 87 degrees 44 minutes East 212.00 feet; thence South 00 degrees 11 minutes East 784.48 feet; thence South 89 degrees 33 minutes West parallel to the South line of aforesaid Quarter Section 132.00 feet; thence South 00 degrees 11 minutes East 290.00 feet, deed (288.89 feet, measured) to the point in the South line of the aforesaid Quarter Section; thence South 89 degrees 33 minutes West along said South line 80.00 feet, deed (79.86 feet, measured) to the place of beginning, containing 4.33 acres (deed and measured), more or less.

TRACT 2

Part of the Southwest Quarter of Section 7, Township 17 North, Range 3 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 7, Township 17 North, Range 3 East, Clay Township, Hamilton County, Indiana; thence North 89 degrees 33 minutes 00 seconds East (assumed bearing) 1340.43 feet on the South line of said Southwest Quarter to the Southwest corner of real estate described in Instrument No. 90-5971 as found in the Hamilton County Recorder's Office; thence North 00 degrees 11 minutes 00 seconds West 403.16 feet on the West line of said Instrument No. 90-5971 to the North line of an existing pipeline easement, being the POINT OF BEGINNING of this description; thence eastwardly North 00 degrees 11 minutes 00 seconds East 668.20 feet on the West line of said Instrument No. 90-5971 to the Northern most corner thereof; thence South 10 degrees 18 minutes 31 seconds East 682.94 feet on the Eastern line of said Instrument No. 90-5971 to the North line of said pipeline easement; thence North 84 degrees 14 minutes 09 seconds West 120.20 feet on the North line of said pipeline easement to the Point of Beginning, containing 0.92 acres, more or less.

The following is a composite description combining the two above recited descriptions.

Part of the Southwest Quarter of Section 7, Township 17 North, Range 3 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 7, Township 17 North, Range 3 East, Clay Township, Hamilton County, Indiana; thence North 89 degrees 33 minutes 00 seconds East (assumed bearing) 1628.43 feet on the South line of said Southwest Quarter to a PK Nail set at the Southeastern most corner of the real estate described in Deed Book 337, page 453 as found in the Office of the Recorder, Hamilton County, Indiana, being the POINT OF

EXHIBIT "A"

EASEMENT

THE NORTH TEN FEET OF THE SOUTH THIRTY FIVE FEET OFF OF THE MOST SOUTH LINE OF THE FOLLOWING DESCRIBED REAL ESTATE:

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION, SAID POINT BEING 1628.43 FEET EASTWARDLY, DEED (NORTH 89 DEGREES 33 MINUTES 00 SECONDS EAST, MEASURED) FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION; RUN THENCE NORTH 00 DEGREES 11 MINUTES WEST ALONG AN ESTABLISHED FENCE LINE 1066.65 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 21.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES EAST 784.48 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES WEST PARALLEL TO THE SOUTH LINE OF AFORESAID QUARTER SECTION 132.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES EAST 290.00 FEET, DEED (288.89 FEET, MEASURED) TO THE POINT IN THE SOUTH LINE OF THE AFORESAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 33 MINUTES WEST ALONG SAID SOUTH LINE 80.00 FEET, DEED (79.86 FEET, MEASURED) TO THE PLACE OF BEGINNING.

CONTAINING 0.018 ACRES, MORE OR LESS.

I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION IS BASED ON INSTRUMENT NUMBER 200100061016 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.



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

TRENT E. NEWPORT
INDIANA LAND SURVEYOR
NO. LS 29600021

PREPARED BY:

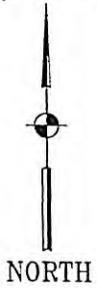
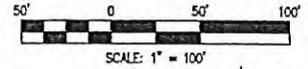


Transportation &
Development Consultants
3417 SEAMAN DR. BEECH GROVE, IN 46107 (317) 782-1255

COUNTY: HAMILTON
SECTION: 7
TOWNSHIP: 17 NORTH
RANGE: 3 EAST

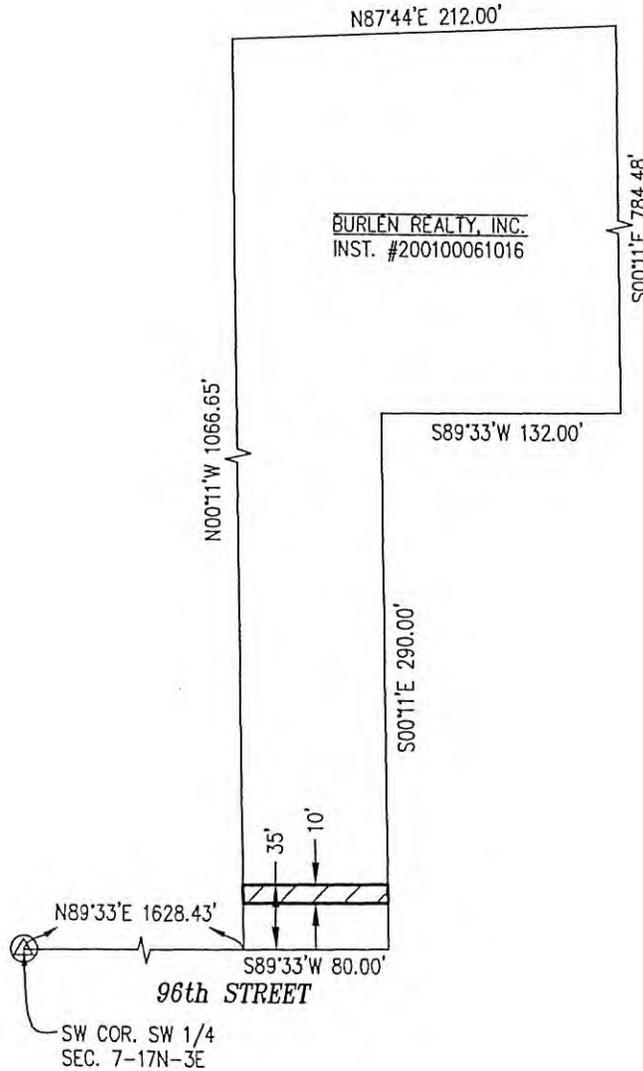
EXHIBIT "B"

DRAWN BY : CJL 04-24-15
CHECKED BY : TEN



HATCHED AREA IS THE APPROXIMATE EASEMENT

EASEMENT EXHIBIT
OWNER: BURLEN REALTY, INC.



THIS PLOT IS BASED ON INSTRUMENT NUMBER 200100061016 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 4-24-15
REG. LAND SURVEYOR NO. 29600021 DATE
STATE OF INDIANA

PREPARED BY:



Transportation & Development Consultants
3417 SHEWAN DR. BEECH GROVE, IN 46107 (317) 706-1558

CITY OF CARMEL

TO: Morphey Construction, Inc.
1499 N Sherman Dr
Indianapolis, IN 46201

CONTRACT CHANGE ORDER NO.: 3
DATE: 1/27/2020

PROJECT NAME: 17-ENG-01 Duke Energy Relocation Plans Phase 1 & 3

CITY REQ. NO.:
CITY PO NO.: 100743
CITY PO DATE: 9/21/17

I. You are directed to make the following changes in this Contract:

Add additional items due to modifications in the field and requests from Carmel Utility Departments.		
ITEM	AMOUNT	SCHEDULED ADJUSTMENT ____ (+) OR (-) DAYS
* See detail of items and summary of changed costs in attached Table		
TOTAL OF CHANGE ORDER ITEMS	\$4,403.02	135 Days

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: n/a W.D.C. NO.: n/a
Other: By Request from the City of Carmel per proposals included herein

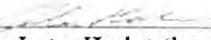
The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order					\$ 2,707,726.24
Contract Price will be increased by this Change Order					\$ 4,403.02
New Contract Price including this Change Order					\$ 2,712,129.26
Contract Time prior to this Change Order	131	Days	June 16 2018	Completion Date	
Net increased resulting from this Change Order			135	Days	
Current Contract Time including this Change Order			October 19 2018	Completion Date	

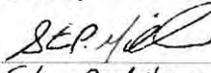
This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended The Above Changes Are Accepted Approved

CROSSROAD ENGINEERS
ENGINEER
3417 Sherman Drive
Address
Beech Grove, IN 46107
City/State/Zip

By: 
Justen Hochstetter
Phone: 317-780-1555
Date: 1/27/20

Morphey Construction
CONTRACTOR
1499 N Sherman Dr
Address
Indianapolis, IN 46201
City/State/Zip

By: 
Steve P. Milburne
Phone: 317-716-6719
Date: 1-27-20

James Brainard, Mayor

Jeremy Kashman, City Engineer
Mary Ann Burke, Member

Lori Watson, Member
ATTEST:
Sue Wolfgang, Clerk
Date: _____

17-ENG-01 Duke Energy Relocation Plans Phase 1&3

CHANGE ORDER #3 TABLE

Item No.	Description	Unit	Unit Price	Original Quantity	Original Amount	Final Quantity	Final Amount	Over/Under
3	Office Equipment	MO	\$ 1,000.00	3	\$ 3,000.00	0	\$ -	\$ (3,000.00)
6	Excavation, Common	CYS	\$ 60.00	888	\$ 53,280.00	1059.33	\$ 63,559.80	\$ 10,279.80
8	Storm Water Quality Management Budget	DOL	\$ 1.00	5000	\$ 5,000.00	3482.5	\$ 3,482.50	\$ (1,517.50)
9	Subgrade Treatment, IV	SYS	\$ 39.00	1962	\$ 76,518.00	1830.6	\$ 71,393.40	\$ (5,124.60)
10	Structural Backfill, Type I	CYS	\$ 94.00	172	\$ 16,168.00	142.43	\$ 13,388.42	\$ (2,779.58)
11	Removable Flowable Fill for Street Cut Repair	CYS	\$ 100.00	3180	\$ 318,000.00	9.5	\$ 950.00	\$ (317,050.00)
12	12" Concrete Cap for Street Cut Repair	SYS	\$ 90.00	1385	\$ 124,650.00	1150.4	\$ 103,536.00	\$ (21,114.00)
13	Compacted Aggregate Base, No. 53 Stone	TON	\$ 50.00	653	\$ 32,650.00	1006.72	\$ 50,336.00	\$ 17,686.00
14	Asphalt Milling, 1.5"	SYS	\$ 2.30	3958	\$ 9,103.40	4247	\$ 9,768.10	\$ 664.70
15	HMA Surface, Type 'C', 9.5 mm	TON	\$ 75.75	464	\$ 35,148.00	581.68	\$ 44,062.26	\$ 8,914.26
16	HMA Intermediate, Type 'C', 19.0 mm	TON	\$ 70.25	155	\$ 10,888.75	243.75	\$ 17,123.44	\$ 6,234.69
17	HMA Base, Type 'B', 25.0 mm	TON	\$ 62.50	234	\$ 14,625.00	344.02	\$ 21,501.25	\$ 6,876.25
18	Asphalt for Tack Coat	TON	\$ 1.00	5	\$ 5.00	0	\$ -	\$ (5.00)
19	Sidewalk, Concrete, 4 in.	SYS	\$ 70.00	895	\$ 62,650.00	851.47	\$ 59,602.90	\$ (3,047.10)
20	Curb Ramp, Concrete, Includes Detectable Warning Element	SYS	\$ 250.00	104	\$ 26,000.00	124.51	\$ 31,127.50	\$ 5,127.50
21	Curb and Gutter, Concrete, Type II	LFT	\$ 38.00	1048	\$ 39,824.00	1589.4	\$ 60,397.20	\$ 20,573.20
22	Curb and Gutter, Concrete, Type III	LFT	\$ 46.00	201	\$ 9,246.00	22	\$ 1,012.00	\$ (8,234.00)
23	Straight Concrete Curb	LFT	\$ 54.00	68	\$ 3,672.00	11.5	\$ 621.00	\$ (3,051.00)
24	PCCP for Approaches, 9"	SYS	\$ 160.00	99	\$ 15,840.00	106.5	\$ 17,040.00	\$ 1,200.00
25	Topsoil (undistributed)	CYS	\$ 80.00	467	\$ 37,360.00	243	\$ 19,440.00	\$ (17,920.00)
26	Sodding, Nursery	SYS	\$ 10.00	2802	\$ 28,020.00	2309	\$ 23,090.00	\$ (4,930.00)
27	Mobilization and Demobilization for Sodding	EA	\$ 150.00	2	\$ 300.00	1	\$ 150.00	\$ (150.00)
28	Pipe, Type 2, Circular, 12"	LFT	\$ 80.00	113	\$ 9,040.00	91	\$ 7,280.00	\$ (1,760.00)
29	Pipe, Type 2, Circular, 15"	LFT	\$ 100.00	84	\$ 8,400.00	120.5	\$ 12,050.00	\$ 3,650.00
30	Pipe, Type 2, Circular, 18"	LFT	\$ 120.00	23	\$ 2,760.00	69.5	\$ 8,340.00	\$ 5,580.00
31	Pipe, Type 2, Circular, 48"	LFT	\$ 160.00	56	\$ 8,960.00	34.5	\$ 5,520.00	\$ (3,440.00)
32	Pipe, Type 2, Elliptical, 22"x34"	LFT	\$ 150.00	272	\$ 40,800.00	0	\$ -	\$ (40,800.00)
35	22"x34" Pipe End Section, Concrete	EA	\$ 2,000.00	1	\$ 2,000.00	0	\$ -	\$ (2,000.00)
38	Manhole, Type 'C'	EA	\$ 2,700.00	3	\$ 8,100.00	9	\$ 24,300.00	\$ 16,200.00
39	Manhole, Type 'J'	EA	\$ 4,200.00	2	\$ 8,400.00	0	\$ -	\$ (8,400.00)
42	6' Concrete Lined Channel	LFT	\$ 150.00	50	\$ 7,500.00	0	\$ -	\$ (7,500.00)
43	Sign Post, Square, Type I, Reinf. Anc. Base	LFT	\$ 27.00	40	\$ 1,080.00	44	\$ 1,188.00	\$ 108.00
44	Relocate Existing Sign	EA	\$ 400.00	3	\$ 1,200.00	4	\$ 1,600.00	\$ 400.00
47	Guardrail	LFT	\$ 75.00	193	\$ 14,475.00	203	\$ 15,225.00	\$ 750.00
49	Light Pole Relocation	EA	\$ 4,500.00	2	\$ 9,000.00	1	\$ 4,500.00	\$ (4,500.00)
53	4'x4'x4' Split Communications Box	EA	\$ 5,000.00	21	\$ 105,000.00	3	\$ 15,000.00	\$ (90,000.00)
54	Communication Duct Bank	LFT	\$ 70.00	3156	\$ 220,920.00	0	\$ -	\$ (220,920.00)
55	Trans. Mkr, Thermo, Stop Bar, 24"	LFT	\$ 12.00	38	\$ 456.00	45	\$ 540.00	\$ 84.00
56	Line, Thermo, Solid, Yellow, 4"	LFT	\$ 2.00	95	\$ 190.00	178	\$ 356.00	\$ 166.00
58	Line, Thermo, Solid, White, 6"	LFT	\$ 5.00	157	\$ 785.00	0	\$ -	\$ (785.00)
59	Lane Indication Arrow, White, Thermoplastic, Transverse M	EA	\$ 300.00	4	\$ 1,200.00	1	\$ 300.00	\$ (900.00)
60	Duke Energy Transmission Duct Bank	LFT	\$ 275.00	2753	\$ 757,075.00	2788	\$ 766,700.00	\$ 9,625.00
63	PCCP, Class A Concrete for Clay Paver Base	SYS	\$ 240.00	38	\$ 9,120.00	34	\$ 8,160.00	\$ (960.00)
65	Pipe, Type 2, Circular, 24 in.	LFT	\$ 109.00	0	\$ -	85	\$ 9,265.00	\$ 9,265.00
66	18" Pipe End Section, Concrete	EA	\$ 1,801.68	0	\$ -	1	\$ 1,801.68	\$ 1,801.68
67	24" Pipe End Section, Concrete	EA	\$ 1,920.03	0	\$ -	1	\$ 1,920.03	\$ 1,920.03
68	24" Handhole	EA	\$ 2,806.74	0	\$ -	6	\$ 16,840.44	\$ 16,840.44
69	1.25" Conduit for Carmel Communications	LFT	\$ 19.96	0	\$ -	436	\$ 8,702.56	\$ 8,702.56
71	36" Handhole	EA	\$ 3,428.55	0	\$ -	2	\$ 6,857.10	\$ 6,857.10
72	Duct Spacer additional cost	LS	\$ 15,372.20	0	\$ -	1	\$ 15,372.20	\$ 15,372.20
73	Updated Communication Duct Bank	LFT	\$ 61.54	0	\$ -	2128	\$ 130,957.12	\$ 130,957.12
74	Concrete Footer Removal (11/13/17)	LS	\$ 1,234.00	0	\$ -	1	\$ 1,234.00	\$ 1,234.00
75	Temporary Asphalt Ramp at Veterans Way approach at Ran	LS	\$ 2,475.00	0	\$ -	1	\$ 2,475.00	\$ 2,475.00
76	Sanitary Lateral Repairs through 1/23/18	LS	\$ 2,143.00	0	\$ -	1	\$ 2,143.00	\$ 2,143.00
77	Duct Trench Backfill (First Payment)	CY	\$ 70.03	0	\$ -	2055	\$ 143,911.65	\$ 143,911.65
78	Duct Trench Backfill (Second Payment)	CY	\$ 85.55	0	\$ -	929	\$ 79,475.95	\$ 79,475.95
79	Duke Vault Castings Extra Cost	LS	\$ 3,619.00	0	\$ -	1	\$ 3,619.00	\$ 3,619.00
80	Sanitary Lateral Repair & Conflict @ Sta. 23+50	LS	\$ 8,627.89	0	\$ -	1	\$ 8,627.89	\$ 8,627.89
81	Riprap & Geotextiles	LS	\$ 2,001.24	0	\$ -	1	\$ 2,001.24	\$ 2,001.24
82	Additional Construction Engineering	LS	\$ 550.00	0	\$ -	1	\$ 550.00	\$ 550.00
83	8" Sanitary Main Stub	LS	\$ 5,466.45	0	\$ -	1	\$ 5,466.45	\$ 5,466.45
84	Geogrid for Undercut	CYS	\$ 4.00	0	\$ -	1028	\$ 4,112.00	\$ 4,112.00

17-ENG-01 Duke Energy Relocation Plans Phase 1&3

CHANGE ORDER #3 TABLE

Item No.	Description	Unit	Unit Price	Original Quantity	Original Amount	Final Quantity	Final Amount	Over/Under
85	Carmel Fest Electrical Boxes	LS	\$ 9,800.00	0	\$ -	1	\$ 9,800.00	\$ 9,800.00
87	Duct Realignment additional Construction Engineering	LS	\$ 1,275.00	0	\$ -	1	\$ 1,275.00	\$ 1,275.00
88	Duct Realignment additional MOT (First Payment)	LS	\$ 6,750.00	0	\$ -	1	\$ 6,750.00	\$ 6,750.00
89	Duct Realignment Groves additional Cost	LS	\$ 20,015.00	0	\$ -	1	\$ 20,015.00	\$ 20,015.00
90	Duct Trench Backfill (Third Payment, May & June)	LS	\$ 53,521.97	0	\$ -	1	\$ 53,521.97	\$ 53,521.97
91	Water Main Bell Restraint and repairs	LS	\$ 20,812.35	0	\$ -	1	\$ 20,812.35	\$ 20,812.35
93	Duke Trench Overexcavation	LS	\$ 33,882.39	0	\$ -	1	\$ 33,882.39	\$ 33,882.39
94	Proscenium Fence repair	LS	\$ 1,118.80	0	\$ -	1	\$ 1,118.80	\$ 1,118.80
95	Carmel Drive Additional Concrete Mobilization	LS	\$ 3,771.95	0	\$ -	1	\$ 3,771.95	\$ 3,771.95
96	Fire Station Dumpster Pad	LS	\$ 4,763.08	0	\$ -	1	\$ 4,763.08	\$ 4,763.08
97	Fire Station Parking Lot Lighting Repair	LS	\$ 2,363.06	0	\$ -	1	\$ 2,363.06	\$ 2,363.06
98	Carmel Drive Lighting Conduit Repair	LS	\$ 1,222.68	0	\$ -	1	\$ 1,222.68	\$ 1,222.68
99	Irrigation East of Veterans Way by City Hall	LS	\$ 5,826.56	0	\$ -	1	\$ 5,826.56	\$ 5,826.56
100	Duct Backfill Testing	LS	\$ 10,278.64	0	\$ -	1	\$ 10,278.64	\$ 10,278.64
101	Duct Realignment - Loss of Production	LS	\$ 10,000.00	0	\$ -	1	\$ 10,000.00	\$ 10,000.00
102	Duct Realignment - Weekend Premium	LS	\$ 3,000.00	0	\$ -	1	\$ 3,000.00	\$ 3,000.00
103	Duct Relignment - Additional MOT (Second Payment)	LS	\$ 10,186.90	0	\$ -	1	\$ 10,186.90	\$ 10,186.90
104	Additional Structure Casting and Setting	LS	\$ 2,000.00	0	\$ -	1	\$ 2,000.00	\$ 2,000.00
105	Self Storage Restoration	LS	\$ 7,132.08	0	\$ -	1	\$ 7,132.08	\$ 7,132.08
106	Parking Lot and Inlet Modification	LS	\$ 4,930.90	0	\$ -	1	\$ 4,930.90	\$ 4,930.90
107	Miscellaneous Extra Work	LS	\$ 2,187.73	0	\$ -	1	\$ 2,187.73	\$ 2,187.73
TOTAL OF CHANGE ORDER ITEMS								\$ 4,403.02

CONTRACT PRICE PRIOR TO CHANGE ORDER
CHANGE ORDER #3

\$ 2,707,726.24
\$ 4,403.02

NEW CONTRACT AMOUNT INCLUDING APPROVED CHANGE ORDERS

\$ 2,712,129.26

17-ENG-01 Duke Energy Relocation Plans Phase 1&3

EXHIBIT A

You have been directed to make the following changes in this Contract:

Item No.	Description	Reason For Change
3	Office Equipment	item not used
6	Excavation, Common	adjusted to balance original quantities versus actual quantities used for original items
8	Storm Water Quality Management Budget	adjusted to balance original quantities versus actual quantities used for original items
9	Subgrade Treatment, IV	adjusted to balance original quantities versus actual quantities used for original items
10	Structural Backfill, Type I	adjusted to balance original quantities versus actual quantities used for original items
11	Removable Flowable Fill for Street Cut Repair	intended to be thermal flowable fill; paid under item 92.
12	12" Concrete Cap for Street Cut Repair	adjusted to balance original quantities versus actual quantities used for original items
13	Compacted Aggregate Base, No. 53 Stone	quantity increased due to large undercut for road adjacent to pond
14	Asphalt Milling, 1.5"	adjusted to balance original quantities versus actual quantities used for original items
15	HMA Surface, Type 'C', 9.5 mm	adjusted to balance original quantities versus actual quantities used for original items
16	HMA Intermediate, Type 'C', 19.0 mm	adjusted to balance original quantities versus actual quantities used for original items
17	HMA Base, Type 'B', 25.0 mm	adjusted to balance original quantities versus actual quantities used for original items
18	Asphalt for Tack Coat	item used but no tickets received for item so no payment was made
19	Sidewalk, Concrete, 4 in.	adjusted to balance original quantities versus actual quantities used for original items
20	Curb Ramp, Concrete, Includes Detectable Warning Elements	adjusted to balance original quantities versus actual quantities used for original items
21	Curb and Gutter, Concrete, Type II	quantity increased due to replacing of Type III Curb and Gutter; additional curb replaced at Carmel Drive
22	Curb and Gutter, Concrete, Type III	quantity decreased due to being replaced by Type II Curb and Gutter
23	Straight Concrete Curb	adjusted to balance original quantities versus actual quantities used for original items
24	PCCP for Approaches, 9"	adjusted to balance original quantities versus actual quantities used for original items
25	Topsoil (undistributed)	adjusted to balance original quantities versus actual quantities used for original items
26	Sodding, Nursery	adjusted to balance original quantities versus actual quantities used for original items
27	Mobilization and Demobilization for Sodding	adjusted to balance original quantities versus actual quantities used for original items
28	Pipe, Type 2, Circular, 12"	adjusted to balance original quantities versus actual quantities used for original items
29	Pipe, Type 2, Circular, 15"	adjusted to balance original quantities versus actual quantities used for original items
30	Pipe, Type 2, Circular, 18"	adjusted to balance original quantities versus actual quantities used for original items
31	Pipe, Type 2, Circular, 48"	adjusted to balance original quantities versus actual quantities used for original items
32	Pipe, Type 2, Elliptical, 22"x34"	item not used
35	22"x34" Pipe End Section, Concrete	item not used
38	Manhole, Type 'C'	adjusted to balance original quantities versus actual quantities used for original items
39	Manhole, Type 'J'	adjusted to balance original quantities versus actual quantities used for original items
42	6' Concrete Lined Channel	item not used
43	Sign Post, Square, Type I, Reinf. Anc. Base	adjusted to balance original quantities versus actual quantities used for original items
44	Relocate Existing Sign	adjusted to balance original quantities versus actual quantities used for original items
47	Guardrail	adjusted to balance original quantities versus actual quantities used for original items
49	Light Pole Relocation	adjusted to balance original quantities versus actual quantities used for original items
53	4'x4'x4' Split Communications Box	quantity decreased due to most boxes being replaced by items 68 & 71
54	Communication Duct Bank	item replaced by item 73 due to reconfiguration of communication duct bank
55	Trans. Mrk, Thermo, Stop Bar, 24"	adjusted to balance original quantities versus actual quantities used for original items
56	Line, Thermo, Solid, Yellow, 4"	adjusted to balance original quantities versus actual quantities used for original items
58	Line, Thermo, Solid, White, 6"	adjusted to balance original quantities versus actual quantities used for original items
59	Lane Indication Arrow, White, Thermoplastic, Transverse Marking	adjusted to balance original quantities versus actual quantities used for original items
60	Duke Energy Transmission Duct Bank	quantity increased due to realignment of transmission duct bank at Carmel Dr
63	PCCP, Class A Concrete for Clay Paver Base	adjusted to balance original quantities versus actual quantities used for original items
65	Pipe, Type 2, Circular, 24 in.	added to accommodate Proscenium development site drainage
66	18" Pipe End Section, Concrete	added to accommodate Proscenium development site drainage
67	24" Pipe End Section, Concrete	added to accommodate Proscenium development site drainage
68	24" Handhole	added to replace most of item 53
69	1.25" Conduit for Carmel Communications	added due change from solar power flasher to hardwired connection to fire station
71	36" Handhole	added to replace some of item 53
72	Duct Spacer additional cost	added due to Duke specifications for duct configuration dimensions not taking thickness of conduit into account

17-ENG-01 Duke Energy Relocation Plans Phase 1&3

EXHIBIT A

You have been directed to make the following changes in this Contract:

Item No.	Description	Reason For Change
73	Updated Communication Duct Bank	added to replace item 54
74	Concrete Footer Removal (11/13/17)	added due to additional work of removing unforeseen foundation west of police station
75	Temporary Asphalt Ramp at Veterans Way approach at Rangeline (11/20/17)	added to provide access to City Hall from Rangeline due to it not being ready as part of the Rangeline project and commencement of duct work which shut down access to City Hall from the north
76	Sanitary Lateral Repairs through 1/23/18	added due to repair of unforeseen sanitary laterals
77	Duct Trench Backfill (First Payment)	added to account for structure backfill of Duke ducts that was to be included in duct price but was not clear in Duke specifications
78	Duct Trench Backfill (Second Payment)	added to account for structure backfill of Duke ducts that was to be included in duct price but was not clear in Duke specifications
79	Duke Vault Castings Extra Cost	added due to unique castings not known at the time of bid
80	Sanitary Lateral Repair & Conflict @ Sta. 23+50	added due to repair of unforeseen sanitary laterals
81	Riprap & Geotextiles	added due to storm redesign post bid
82	Additional Construction Engineering	added due to changes in planned storm and duct alignment
83	8" Sanitary Main Stub	added due to redesign post bid
84	Geogrid for Undercut	added due to undercut of unsuitable subgrade of proposed roadway adjacent to pond
85	Carmel Fest Electrical Boxes	added at the request of the city
87	Duct Realignment additional Construction Engineering	added due to realignment of transmission duct bank at Carmel Dr
88	Duct Realignment additional MOT (First Payment)	added due to realignment of transmission duct bank at Carmel Dr
89	Duct Realignment Groves additional Cost	added due to realignment of transmission duct bank at Carmel Dr
90	Duct Trench Backfill (Third Payment, May & June)	added to account for structure backfill of Duke ducts that was to be included in duct price but was not clear in Duke specifications
91	Water Main Bell Restraint and repairs	added due to water main break beyond the control of Morphey
93	Duke Trench Overexcavation	added due to lowering of duct in Carmel Dr due to utilities
94	Proscenium Fence repair	added due to removal and replacement of construction fence which Proscenium contractor had installed for their proposed work
95	Carmel Drive Additional Concrete Mobilization	added mobilization due to access issues delaying work at/near Storage Depot beyond the control of contractor
96	Fire Station Dumpster Pad	added due to unforeseen dumpster pad replacement
97	Fire Station Parking Lot Lighting Repair	added due to repair of unmarked lighting conduit north of fire station
98	Carmel Drive Lighting Conduit Repair	added due to repair of unmarked lighting conduit on the south side of Carmel Dr
99	Irrigation East of Veterans Way by City Hall	added due to repair and replacement of unmarked irrigation along Veterans Way at City Hall
100	Duct Backfill Testing	added due to previously unspecified testing of Transmission Duct backfill by Alt & Witzig
101	Duct Realignment - Loss of Production	added due to realignment of transmission duct bank at Carmel Dr because of land acquisition for original alignment falling through
102	Duct Realignment - Weekend Premium	added due to realignment of transmission duct bank at Carmel Dr because of land acquisition for original alignment falling through
103	Duct Relignment - Additional MOT (Second Payment)	added due to realignment of transmission duct bank at Carmel Dr because of land acquisition for original alignment falling through
104	Additional Structure Casting and Setting	added due to discovery of buried storm sewer; structure supplied by city
105	Self Storage Restoration	added to restore Self Storage underdrain and portion of drive
106	Parking Lot and Inlet Modification	added to alleviate drainage problem on the southeast corner of the City Hall parking lot
107	Miscellaneous Extra Work	added to fix existing sidewalk drainage north of City Hall , clean out existing inlet and add casting riser to existing Sanitary structure



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 64266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Kevin "Woody" Rider
One Civic Square, City Hall, Carmel, Indiana 46032
2. **Title or Position With Governmental Entity:** Councilman, Carmel Common Council
3. a. **Governmental Entity:** City of Carmel, Indiana
b. **County:** Hamilton
4. **This statement is submitted (check one):**
a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Divvy; Woody's Library Restaurant
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
There is no contract at issue. However, Mayor Brainard and members of his executive staff periodically patronize the above vendors for business lunches and dinners, and to entertain dignitaries and other guests.
The above vendors also periodically participate in community and/or charitable functions that the City of Carmel, through its executive branch, decides to sponsor or support. Although I do not make these executive branch decisions, I file this statement to avoid even the appearance of impropriety.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

I and/or my wife have an ownership interest in the above vendors. The extent of financial benefit that we derive from the City of Carmel's patronization of these vendors is wholly dependent upon decisions made by the Mayor and his executive staff.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

April 15, 2020

Ongoing

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____


(Signature of Public Servant)

Date: _____

April 15, 2020

(month, day, year)

Printed Name: _____

Kevin "Woody" Rider

(Please print legibly.)

Email Address: _____

krider@carmel.in.gov

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifonline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT
 State Form 54266 (R2 / 6-15) / Form 236
 STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Adam Aasen
One Civic Square, City Hall, Carmel, Indiana 46032
2. **Title or Position With Governmental Entity:** Councilman, Carmel Common Council
3. a. **Governmental Entity:** City of Carmel, Indiana
 b. **County:** Hamilton
4. **This statement is submitted (check one):**
 - a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Donatello's Italian Restaurant
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*
There is no contract at issue. However, Mayor Brainard and members of his executive staff periodically patronize the above vendor for business lunches and dinners, and to entertain dignitaries and other guests. The above vendor also periodically participates in community and/or charitable functions that the City of Carmel, through its executive branch, decides to sponsor or support. Although I do not make these executive branch decisions, I file this statement to avoid even the appearance of impropriety.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

I have a financial interest in the above vendor. The extent of financial benefit derived from the
City of Carmel's patronization of this vendor is wholly dependent upon decisions made by the
Mayor and his executive staff.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

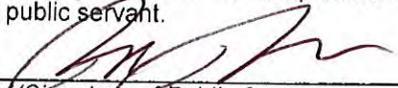
Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

April 15, 2020
Date Submitted (month, day, year)

Ongoing
Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

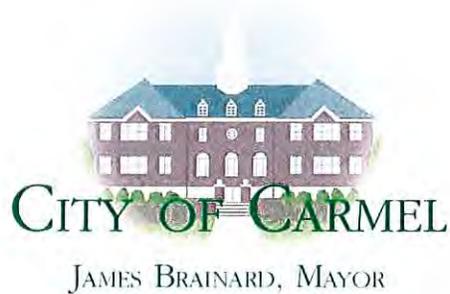
Signed: 
(Signature of Public Servant)

Date: April 15, 2020
(month, day, year)

Printed Name: Adam Aasen
(Please print legibly.)

Email Address: aaasen@carmel.in.gov

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



April 27, 2020

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

RE: LANE CLOSURE & OPEN PAVEMENT CUT –96th AND LONGWELL DRIVE

Dear Board Members:

Mr. John Harrington with Anthony Builders is requesting approval for lane restrictions and open pavement cuts on east 96th Street west of Longwell Drive to install a concrete approach at the existing emergency access drive servicing the Villages of Longwood subdivision (exhibit attached). Traffic will be maintained in both directions during the project.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut 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).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

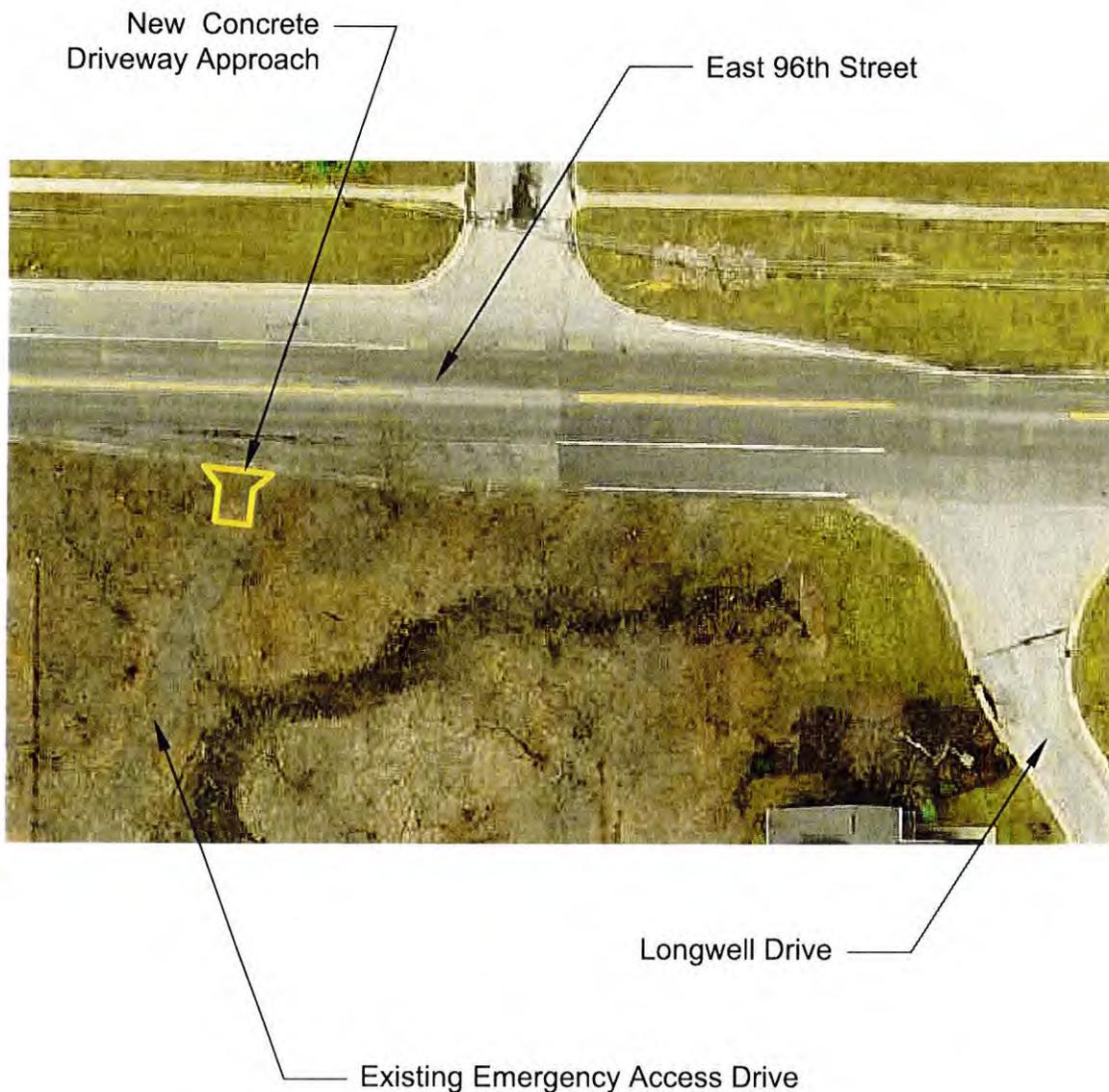
S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\ANTHONY BUILDERS- LANE RESTRICTION & STREET CUT -96TH & LONGWELL.docx

Driveway Approach Project



Object of the Project

Install a new concrete driveway approach for the existing emergency access drive that bypasses flooding in Longwell Place at the Villages of Longwood condominiums. This work will be accomplished by modifying the existing curb on 96th Street and installing a new concrete driveway approach in compliance with City of Carmel construction standards as detailed in these plans.



Villages of Longwood 1140 East 96th Street Indianapolis, IN	TME PROJECT: 1190502		© 2019 TME, LLC
	DATE: 9/24/19		5026 Knoll Crest Court Indianapolis, IN 46228 (317) 253-1003
	NOT TO SCALE		
	SHEET 1 OF 7		

Driveway Approach General Notes

General Notes

1. The work of this project falls under the jurisdiction of the City of Carmel. The Carmel City Engineer has provided preliminary review and approval of the general scope of work.
2. Contractor to field verify all dimensions and conditions and notify Villages of Longwood HOA of any discrepancies that will prevent the work from being completed as shown.
3. A Right-of-Way permit and posting a License and Permit bond in the amount of \$5,000.00 showing the City of Carmel as the payee is required. A copy of the permit application is included at the back of this set of drawings and can also be obtained at <http://www.carmel.in.gov/home/showdocument?id=10913>. The permit is submitted to the Carmel Engineering Department and will take 24-48 hours for processing.
4. Carmel Board of Public Works approval is required for this project. Contractor shall submit the completed permit and a letter to the BPW explaining the work to be performed, the time frame in which it will be conducted, and a maintenance of traffic plan. The Board meets on the 1st and 3rd Wednesdays of each month and the items for the agendas are due prior to the Wednesday preceding each meeting.
5. Provide and install erosion control (silt) fence as necessary and in compliance with City of Carmel requirements.
6. New driveway approach shall be a minimum of 6" plain concrete and 6" compacted #53 aggregate. #53 aggregate shall be placed and compacted in 6" lifts.
7. Contractor to install appropriate reinforcement, control joints, and isolation joints in the concrete placed for this project.
8. Clear existing vegetation to the east and west of the new driveway approach as far as necessary to provide visibility for vehicles using the emergency access drive.

Villages of Longwood
1140 East 96th Street
Indianapolis, IN

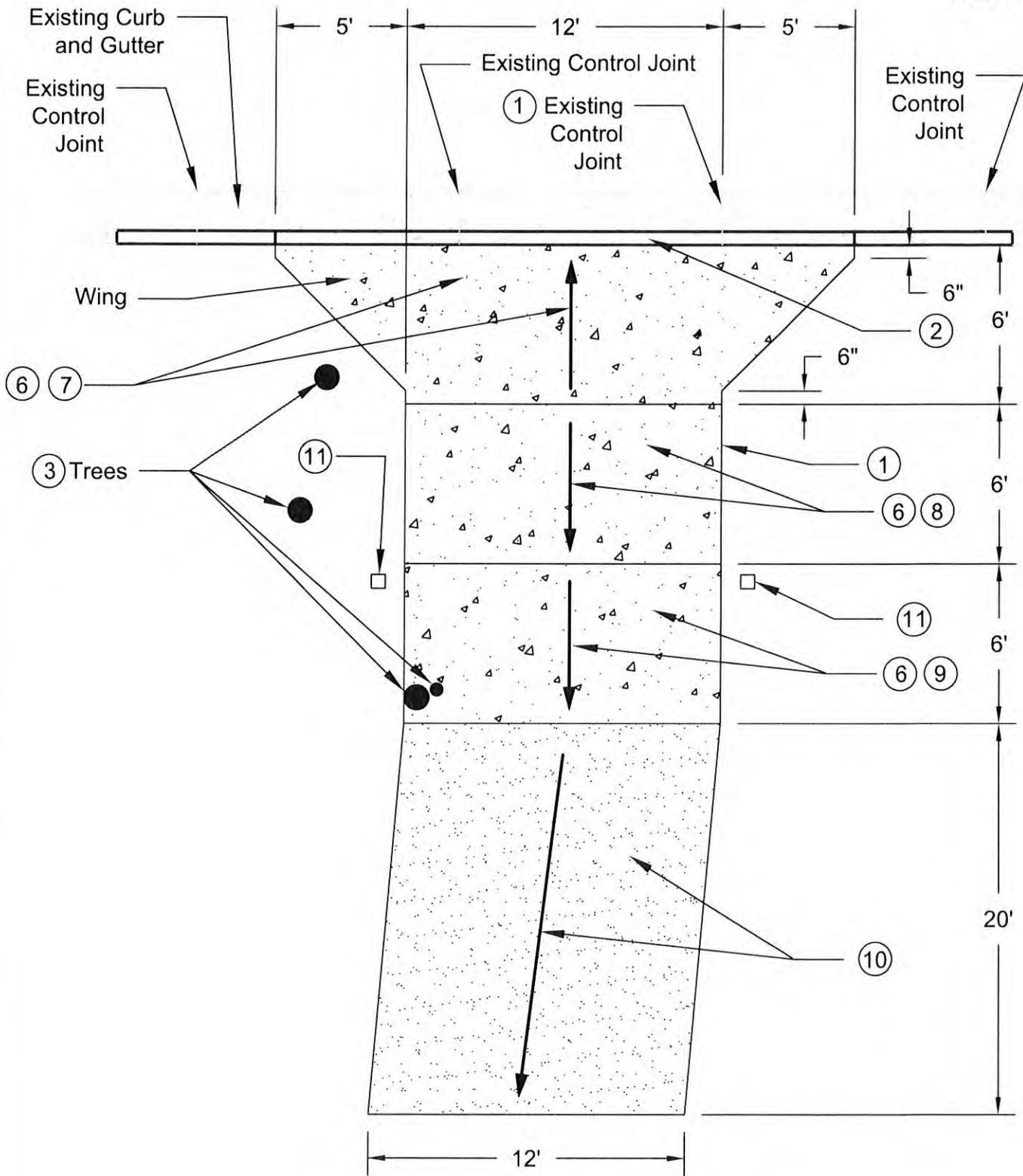
TME PROJECT: 1190502
DATE: 9/24/19
NOT TO SCALE
SHEET 2 OF 7



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5026 Knoll Crest Court
Indianapolis, IN 46228
(317) 253-1003

Driveway Approach Plan



Villages of Longwood 1140 East 96th Street Indianapolis, IN	TME PROJECT: 1190502	 © 2019 TME, LLC 5026 Knoll Crest Court Indianapolis, IN 46228 (317) 253-1003
	DATE: 9/24/19	
	NOT TO SCALE	
	SHEET 3 OF 7	

Driveway Approach Plan Notes

Plan Notes ○ (indicated with a circle around a number on the drawings)

1. East side of new concrete driveway approach to be aligned with existing curb control joint as shown.
2. Saw cut existing curb to form combined depressed curb and gutter as shown on the Driveway Approach Curb Details sheet.
3. Remove 4 trees on the west side of the concrete driveway approach to improve visibility and allow driveway approach to be constructed.
4. Remove all organic material from the area that will have stone subgrade installed.
5. Install #53 aggregate placed and compacted in 6" lifts to build up subgrade for new concrete driveway approach and to raise the existing emergency access drive to meet the new driveway approach. Subgrade to extend east and west beyond concrete driveway approach and 12' width of emergency access drive as necessary to create a stable slope in the stone from the new elevations to the existing grade on each side.
6. Install new concrete driveway approach with wings and slopes as shown. See Driveway Approach Alignment and Driveway Approach Profile sheets for additional information. New concrete driveway approach shall be 6" thick minimum and sloped to drain as shown.
7. North 6' of the new concrete driveway approach and the wings are to slope to the north at 1/2" per foot.
8. Middle 6' of the new concrete driveway approach shall slope to the south at 1/4" per foot.
9. South 6' of the new concrete driveway approach shall slope to the south at 1" per foot.
10. Install #53 aggregate placed and compacted in 6" lifts to raise the existing emergency access drive to meet the new concrete driveway approach. This area of the emergency access drive shall slope to the south at 2" per foot.
11. Provide and install 6x6 treated wood bollards with a chain and lock for access control. 6x6 bollard to extend 32" below grade and 48" above the concrete driveway approach. Angle/slope the top of bollard to shed water.

Villages of Longwood
1140 East 96th Street
Indianapolis, IN

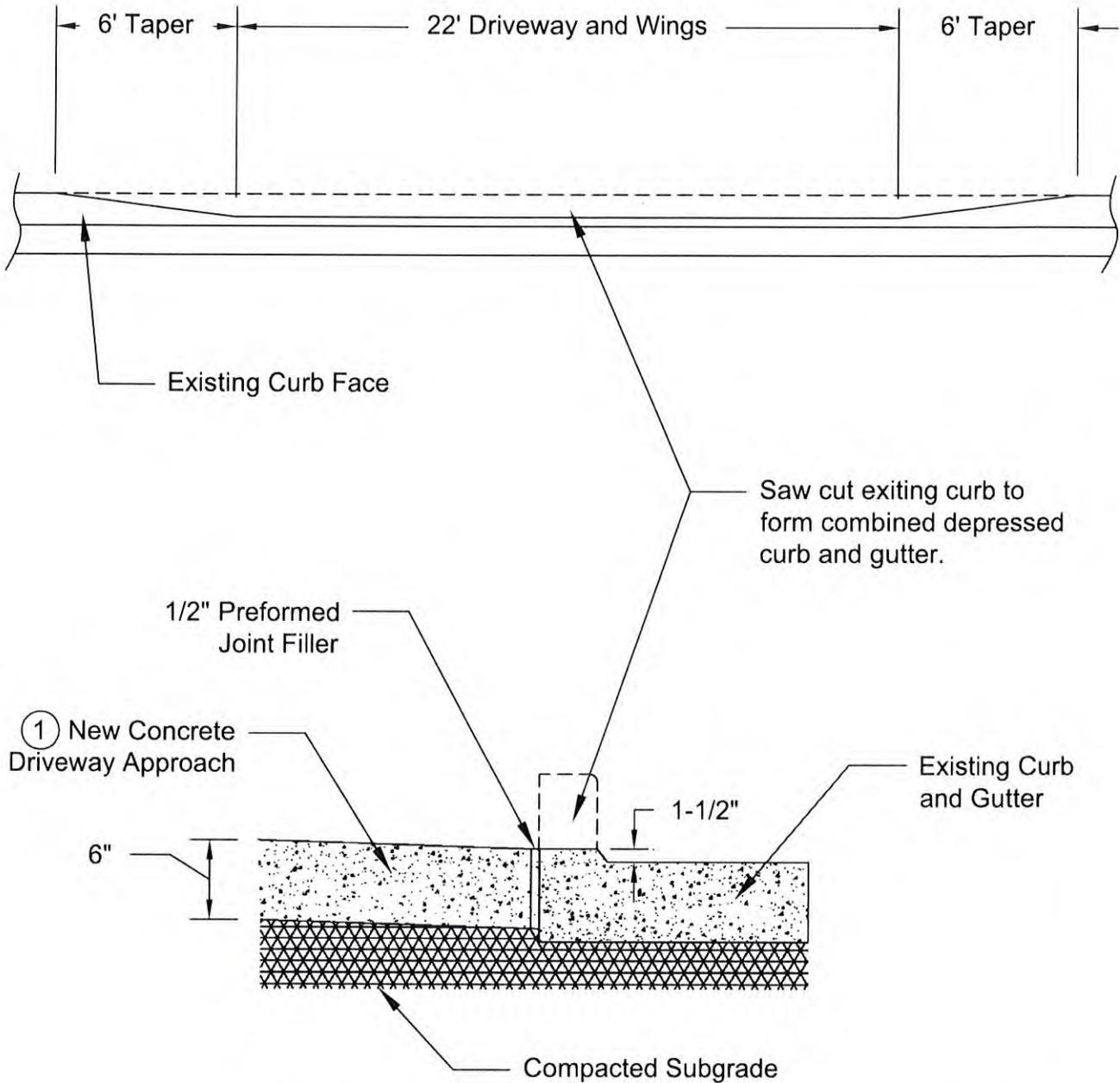
TME PROJECT: 1190502
DATE: 9/24/19
NOT TO SCALE
SHEET 4 OF 7



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Indianapolis, IN 46228
(317) 253-1003

Driveway Approach Curb Details



Combined Depressed Curb and Gutter Cross Sections

Villages of Longwood
1140 East 96th Street
Indianapolis, IN

TME PROJECT: 1190502
DATE: 9/24/19
NOT TO SCALE
SHEET 5 OF 7



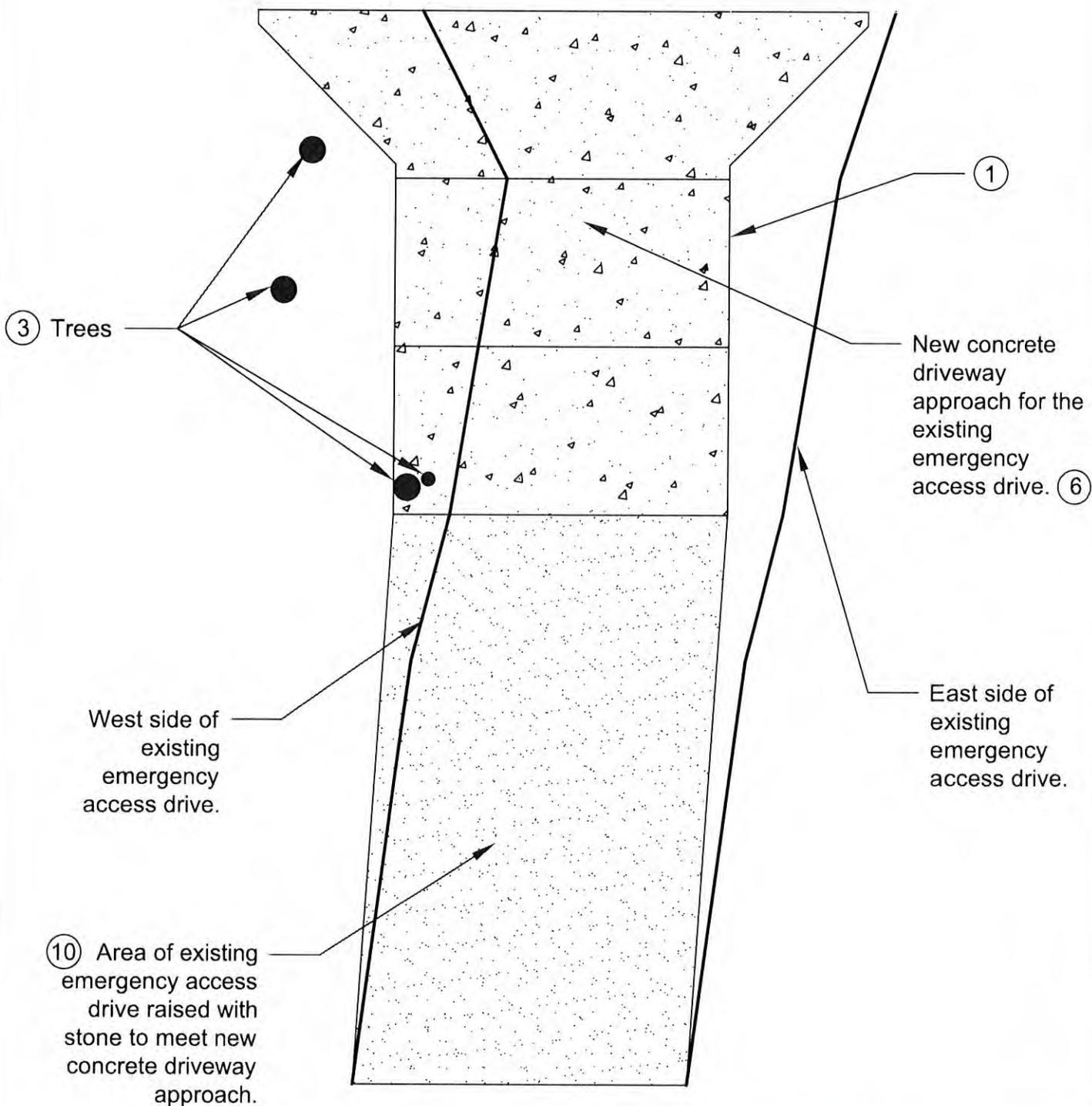
© 2019 TME, LLC
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Indianapolis, IN 46228
(317) 253-1003

Driveway Approach Alignment



Existing Curb and Gutter

① Existing Control Joint



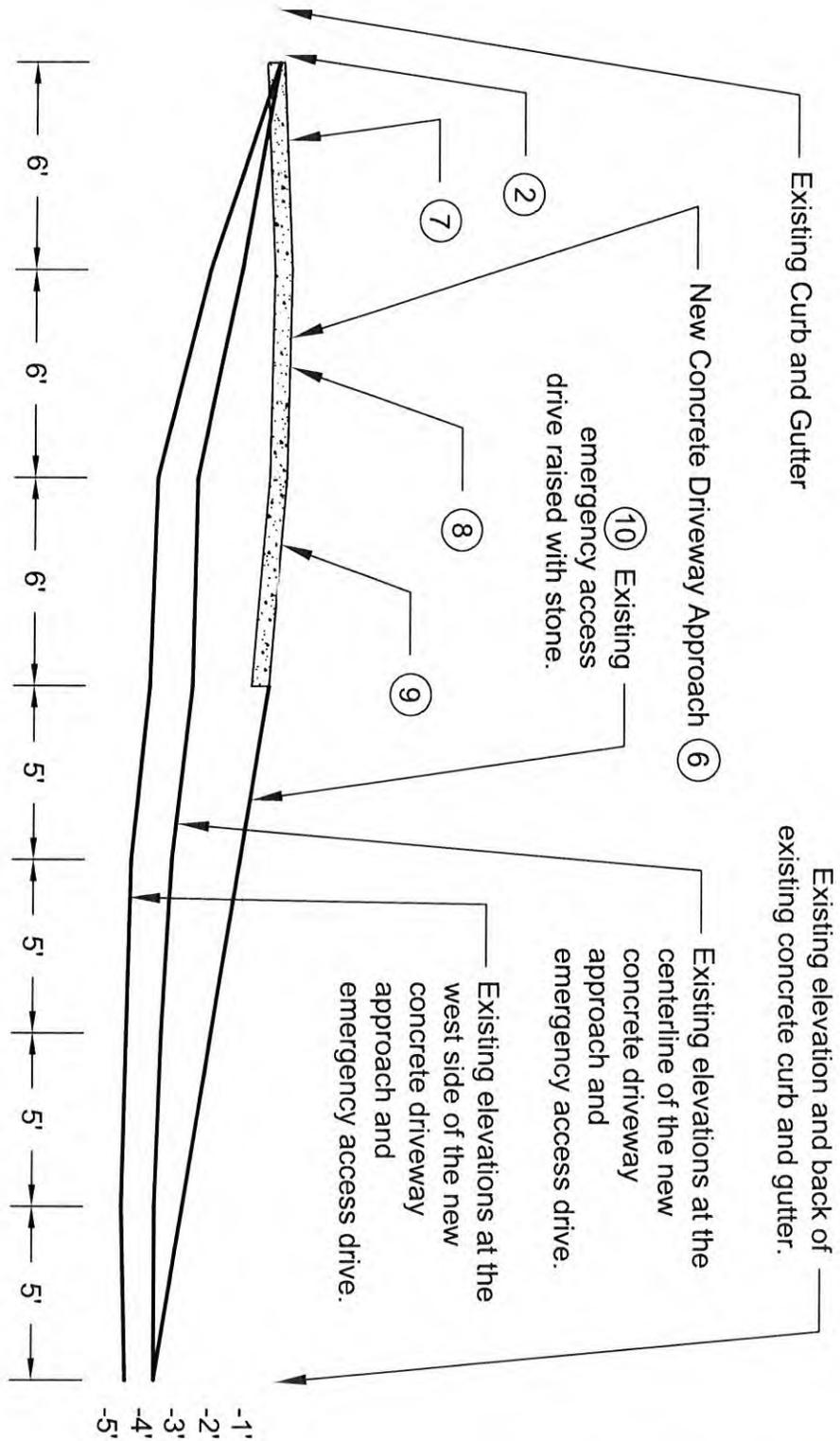
Villages of Longwood
1140 East 96th Street
Indianapolis, IN

TME PROJECT: 1190502
DATE: 9/24/19
NOT TO SCALE
SHEET 6 OF 7



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5026 Knoll Crest Court
Indianapolis, IN 46228
(317) 253-1003

Driveway Approach Profile



Villages of Longwood 1140 East 96th Street Indianapolis, IN	TME PROJECT: 1190502	 © 2019 TME, LLC 5026 Knoll Crest Court Indianapolis, IN 46228 (317) 253-1003
	DATE: 9/24/19	
	NOT TO SCALE	
	SHEET 7 OF 7	



April 27, 2020

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – AT&T– UTILITY POLE REPLACEMENT AND INSTALLATION

Dear Board Members:

AT&T is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to relocate multiple existing utility poles (exhibits attached). This relocation work is associated with the City's roundabout project at the intersection of 111th and Westfield Blvd.

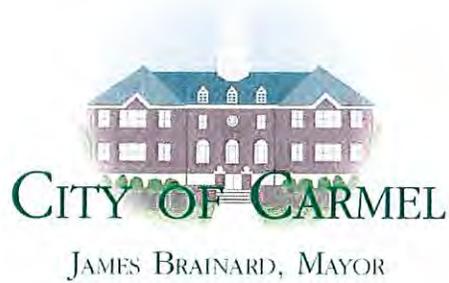
The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- 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 and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-AT&T-POLE REPLACEMENT-111TH & WESTFIELD docx



April 27, 2020

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – VERIZON/MCI– AERIAL CABLE

Dear Board Members:

Verizon/MCI is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to place a span of aerial cable along Springmill Road north of 136th Street (exhibits attached). The proposed aerial cable is a single span between 2 existing poles and is needed to cross a pipeline easement. Once clear of the pipeline easement, the cable will be buried via a riser attached to each pole.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- 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 and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

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PROJECT: D74663-000P
 IN BACKLOG IN LABELING
 IN NUMBER 17/06/114
 INDIANAPOLIS, INDIANA

CLASSIFICATION NO.	QUANTITY
C-100	576'
E-300	125'
B64F	700'
30"X60"X30" HH	1

NOTE:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE INDIANAPOLIS WATER AND SEWER DEPARTMENT.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF WORK.

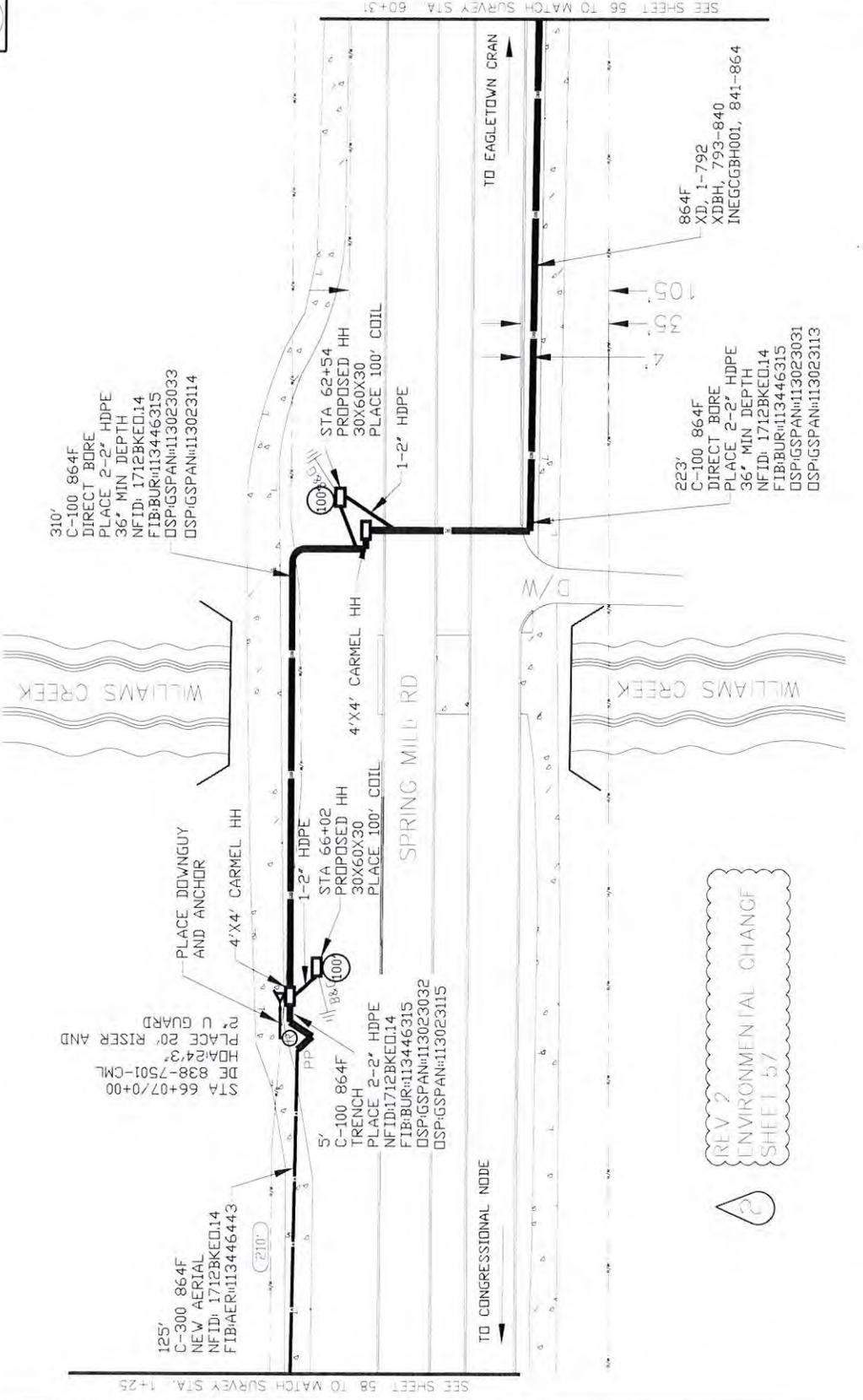
DATE: 2/28/2020
 ENGINEER: JTD/177
 DRAWN BY: B W/M S

DATE	DESCRIPTION	INITIALS
4/29/19	REV 1 SET DURING	BW
7/20/19	REV 2 FOR EXISTING UTILITIES	BW
8/28/19	REV 3 FOR EXISTING UTILITIES	AL

SCALE
 HORIZONTAL: 1" = 40'
 VERTICAL: 1" = 40'
 MP TO MP
 SHEET 57 OF 91
 FILE IN BACKLOG IN LABELING



INDIANAPOLIS, INDIANA
 HAMILTON COUNTY



Know what's Below
 Call Before you Dig

CAUTION: BURIED FIBER, TELEPHONE, CATV, GAS, ELECTRIC, WATER, EXIST. SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA. VERIFY EXISTING UTILITIES LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

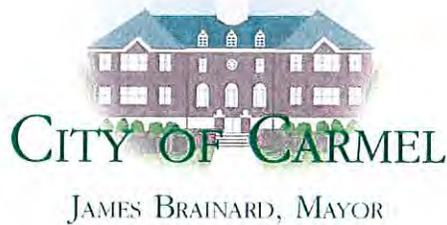
CAUTION: CONTRACTOR TO LOCATE & VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

NOTE: UTILITIES & R.O.W. REPRESENTED ON INFORMATION NOT BASED ON BOUNDARY SURVEY & FIELD EXPOSURES.

REV 2 ENVIRONMENTAL CHANGE SHEET 57

SEE SHEET 58 TO MATCH SURVEY STA. 1+25

SEE SHEET 56 TO MATCH SURVEY STA. 60+31



April 28, 2020

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

RE: LANE RESTRICTION & OPEN PAVEMENT CUT – GRAVELIE EXCAVATING – 4396 E 116th STREET

Dear Board Members:

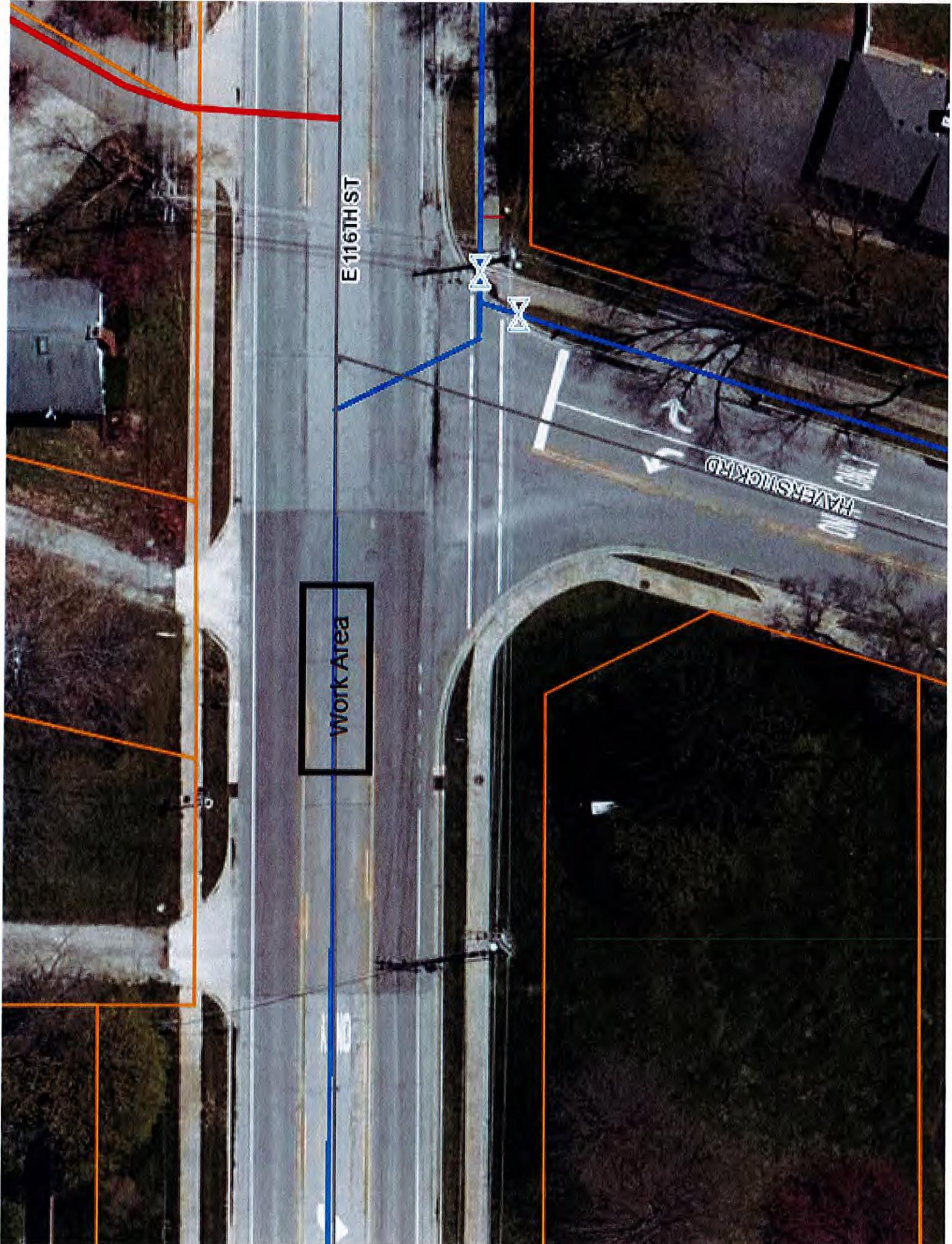
Mr. Jim Gravelie with Gravelie Excavating is requesting approval for a lane restriction and open pavement cut at 4396 E 116th Street in order to tap the existing water main for a new service line (exhibit attached). Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut 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).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

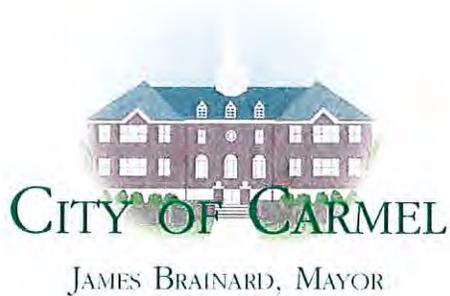
Jeremy Kashman, P.E.
City Engineer



E116TH ST

Work Area

HAVENSMICK RD



April 27, 2020

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

RE: ADDITIONAL CURB CUT REQUEST – 14351 QUAIL POINT DRIVE

Dear Board Members:

The property owner at 14351 Quail Point Drive has requested approval for an additional curb cut at the private residence. The proposed additional curb cut will create a horseshoe driveway allowing access to the front door of the home (Exhibits attached).

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 10-21B (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.
- Roadside drainage must be maintained across the proposed entrance pursuant to Carmel City Code 6-227(h)(9).
- Any damage to the existing improvements within the right-of-way shall be restored to the satisfaction of the City when the work is complete.
- Public Streets shall be kept clean of dirt and debris at all times.

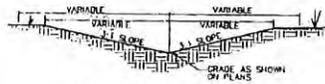
Sincerely,

Jeremy Kashman, P.E.
City Engineer

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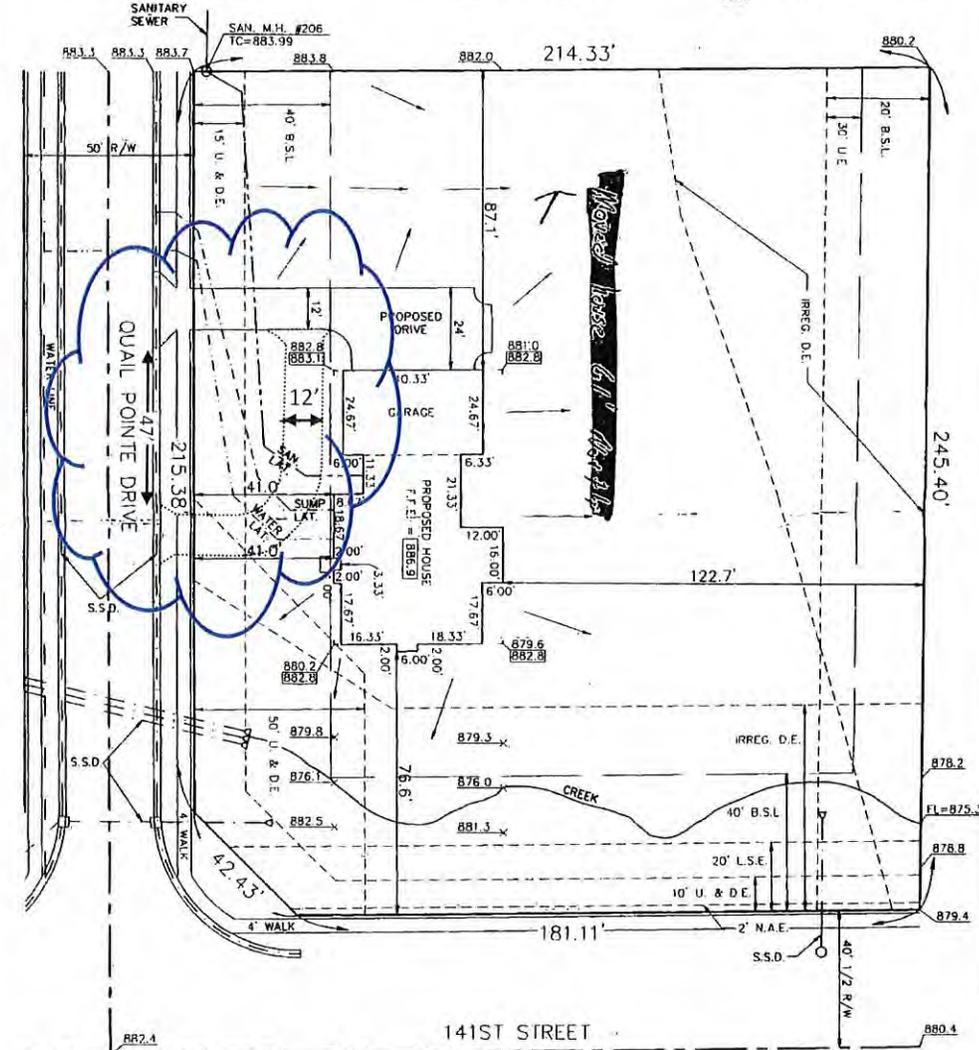
The subject property does not lie within a Special Flood Hazard Zone as plotted by scale on the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map Community-Panel Number: 180081 0002 C, dated May 19, 1981.

Utility laterals were unable to be located in the field. Shown herewith, the lateral connections may differ from their actual location.



"Holy Moley" says, "DON'T DIG BLIND!"
 Call Monday through Friday-7 AM to 6 PM
 1-800 1-800
 382-5544 428-5200
 Within Indiana Outside Indiana
 Per Indiana State Law 15-89-1991, it is against the Law to excavate without notifying the underground location service two (2) working days before commencing work.

Scale: 1" = 30'



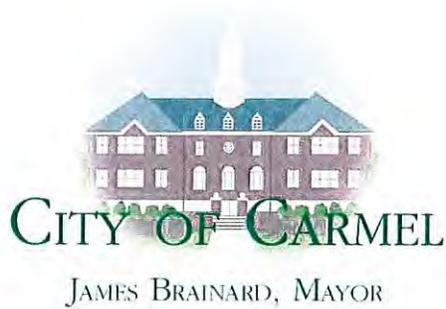
Plot Plan

Lot #135 in PONDS WEST, Section Seven, a subdivision in Hamilton County, Indiana, as per plat thereof, recorded as Instrument No 9451188, in PC, No. 1, Side No. 50B, in the office of the Recorder of Hamilton County, Indiana.

- LEGEND:**
- Existing Elevation
 - Proposed Elevation
 - ▬ Drainage Flow
 - - - - - Sub-surface drain and sump line
 - Water line + Int.
 - Storm Sewer line
 - - - - - San Sewer line + Int.

Prepared For: R.D.J. CUSTOM HOMES, INC.	JOB NO 95-555 DRAWN BY: J.A.Y. CHECKED BY:	WEIHE ENGINEERS, INC. 10505 NORTH COLLEGE AVENUE INDIANAPOLIS, INDIANA 46280 (317) 846-8811	ALLAN H. WEIHE, P.E., L.S. PRESIDENT
LOT #135, PONDS WEST, SECTION SEVEN, HAMILTON COUNTY, INDIANA	DATE 05-08-95		MICHAEL L. DEBOY, L.S. VICE-PRESIDENT
		CIVIL ENGINEERS	LAND PLANNERS

ADDITIONAL DRIVE CUT REQUEST - 4/14/220
 Changes Shown in Cloud
 Griffin Residence
 14351 Quail Pointe Drive



April 27, 2020

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

RE: LANE CLOSURE & OPEN PAVEMENT CUT – BEAR CREEK SOUTH – WEST 141ST STREET

Dear Board Members:

Mr. Dan Shotts with Snider Group is requesting approval for lane closures and open pavement cuts on west 141st street between West Road and Little Eagle Creek Road to connect storm sewer and water lines for the Bear Creek South subdivision. The work requires street cuts at 2 separate locations with each location taking 1 working day to complete (exhibit attached). Traffic along 141st street will be maintained through the work zone by flaggers.

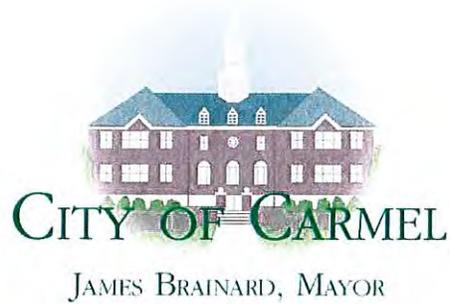
The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- 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).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\BEAR CREEK SOUTH- LANE RESTRICTION & STREET CUT -141ST STREET.docx



April 27, 2020

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

RE: JOHNSON ADDITION 3A AND 3B – SECONDARY PLAT

Dear Board Members:

Ms. Leigh Anne Ferrell with Stoeppelwerth and Associates, Inc. has requested the secondary plat for Johnson Addition, Lots 3A and 3B, be placed on the Board of Public Works and Safety agenda for approval and signatures.

The 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 plat.

Sincerely,

A handwritten signature in blue ink, appearing to read "JK", is positioned above the typed name of the signatory.

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

RESOLUTION NO. BPW 05-06-20-06

**RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS
THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER
MANAGEMENT FOR THE CITY OF CARMEL, INDIANA, AMENDING A PRIOR
BOND RESOLUTION**

WHEREAS, the City of Carmel, Indiana (the “City”) has heretofore adopted the provisions of IC 8-1.5-5 establishing the Storm Water District of the City of Carmel, Indiana (the “District”), to be governed by the Board of Public Works and Safety of the City (the “Board”), and established, constructed and financed a municipal storm water system for the purpose of providing for the collection and disposal of storm water for the benefit of the residents and users (the “System”) and now owns and operates the System pursuant to IC 8-1.5-5 et seq., as amended; and

WHEREAS, the Board adopted its Resolution No. SWB 02-03-16-03 on February 3, 2016 (the “Bond Resolution”) authorizing the issuance of revenue bonds of the District (the “Bonds”) to finance the Project described therein; and

WHEREAS, Section 10 of the Bond Resolution set forth the authorized options for selling the Bonds; and

WHEREAS, since the Bond Resolution was adopted, Indiana law has been amended to permit the sale of the Bonds through negotiation, and the Board now desires to amend the Bond Resolution to authorize this manner of sale and matters related thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA, as follows:

Section 1. Amendment to Bond Resolution. Section 10 of the Bond Resolution is hereby amended to authorize the sale of the Bonds through a negotiated sale, as permitted by IC 5-1-11-1(a)(2)(B), upon the advice of the City’s financial advisor, in addition to the other authorized methods set forth therein. Notwithstanding anything in the Bond Resolution to the contrary, the manner of sale shall be determined by the Mayor of the City. If the Bonds are sold through a private placement, they may be sold in such denomination or denominations determined by the Mayor with the advice of the City’s financial advisor.

Section 2. Controller as Fiscal Officer. Due to the City’s conversion to second class city status, all references in the Bond Resolution to “Clerk-Treasurer” are hereby amended to read “Controller.”

Section 3. Effective Date. This resolution shall be in full force and effect immediately upon its passage and signing. Except as amended herein, the Bond Resolution is hereby ratified and confirmed for all purposes and shall remain in full force and effect.

PASSED by the Board of Public Works and Safety, acting as governing body of the Department of Storm Water Management for the City of Carmel, Indiana, this 6th day of May, 2020, by a vote of _____ ayes and _____ nays.

**BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY
OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE
CITY OF CARMEL, INDIANA**

James Brainard, Presiding Officer

Mary Ann Burke, Member

Lori S. Watson, Member

Prepared by: Bruce D. Donaldson, Esq.
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204