

**Board of Public Works and Safety Meeting**  
**Agenda**  
**Wednesday, May 20, 2020 – 10:00 a.m.**  
**Via Videoconference**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the May 6, 2020, Regular Meeting**

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

- a. **Bid Opening for 2020 Camera Van; Dave Huffman, Street Commissioner**

**3. PERFORMANCE RELEASE APPROVAL REQUESTS**

- a. **Resolution BPW-05-20-20-02; Gramercy West Section 1; Streets; Buckingham Construction**

**4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; Christopher B. Burke Engineering, LLC; (\$9,300.00); Westfield Boulevard Over Carmel Creek, ASA #1; Westfield Boulevard Bridge Over Carmel Creek – Design; Jeremy Kashman, City Engineer**
- b. **Request for Purchase of Goods and Services; BEC Enterprises, LLC; (\$124,900.00); CV350 Compact Sweeper; Dave Huffman, Street Commissioner**

**5. OTHER**

- a. **Resolution BPW-05-20-20-01; A Resolution of the City of Carmel Board of Public Works and Safety of the City of Carmel, Indiana, Approving the Transfer and Presentation of Pistol and Badge; Michael A. Pitman; Chief James Barlow, Carmel Police Department**
- b. **Request for Grant of Transmission Easement; Duke Energy, LLC; Transmission Project Phase 2 & 4; Mohawk Square Easement ; Jeremy Kashman, City Engineer**
- c. **Request for Grant of Transmission Easement; Duke Energy, LLC; Transmission Project Phase 2 & 4; Jeremy Kashman, City Engineer**
- d. **Request for Grant of Transmission Easement; Duke Energy, LLC; Transmission Project Phase 2 & 4; Jeremy Kashman, City Engineer**
- e. **Request for Grant of Distribution Easement; Duke Energy, LLC; Transmission Project Phase 2 & 4; Jeremy Kashman, City Engineer**
- f. **Request for Grant of Perpetual Storm Water Quality Management Easement; Take 5 Quick Lube; Eliot Smith**
- g. **Request for Curb Cut/Street Cut; 320 Shoshone; Wedgewood**
- h. **Request for Open Pavement Cut/Lane Restrictions; 116<sup>th</sup> & Meridian; Melissa Adams, CSU**

- i. **Request for Waiver of BPW Resolution No. 04-28-17-01 and Lane Restriction; Utility Pole Replacement and Installation; 111<sup>th</sup> & Westfield RAB; Duke Energy**
- j. **Request for Stormwater Variance; Firehouse Square – 130 Veterans Way; Jon Sheidler, Woolpert**
- k. **Request for Stormwater Variance; Carmel Elementary – 101 4<sup>th</sup> Ave SE; Karen Collins, A & F Engineering**

## **6. ADJOURNMENT**

1 **Board of Public Works and Safety Meeting**  
2 **Minutes**  
3 **Wednesday, May 6, 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 15, 2020, Regular Meeting were approved 3-0*

21  
22 **BID/QUOTE OPENINGS AND AWARDS**

23  
24 **Quote Opening for 2020 Mini Excavators;** Deputy Clerk Quinn opened the bids and read them  
25 aloud:

<u>Contractor</u>	<u>Quote</u>
Reynolds Farm Equipment	\$25,968.50
Vermeer Midwest	\$26,350.00
Bobcat of Anderson	\$23,217.92

31  
32 **Quote Opening for 2020 Compact Sweeper;** Deputy Clerk Quinn opened the bids and read them  
33 aloud:

<u>Contractor</u>	<u>Quote</u>
Brown Equipment	\$124,900.00

34  
35  
36  
37  
38 **PERFORMANCE RELEASE APPROVAL REQUESTS**

39  
40 *Resolution BPW-05-06-20-02; Blackwell Park Phase 2; Erosion Control/Storm Sewer; Board Member*  
41 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

42  
43 *Resolution BPW-05-06-20-03; Gray Oaks; Right of Way; Board Member Burke moved to approve.*  
44 *Board Member Watson seconded. Request approved 3-0.*

45  
46 *Resolution BPW-05-06-20-04; The Ridge at Legacy Sections 1, 2, 3, & 4; Sec. 1 & 2 Builder Walk/Sec.*  
47 *3 Builder Walk/Sec. 4 Erosion Control – Lots/Sec. 4 Erosion Control - Common; Board Member*  
48 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

49 *Resolution BPW-05-06-20-05; Butler Hyundai Outlot B; Erosion Control; Board Member Burke*  
50 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

51

## 52 **CONTRACTS**

53

54 *Request for Purchase of Goods and Services; Lykins Contracting; (\$42,085.63); Home Place Water*  
55 *Main Project; CO #1; Board Member Burke moved to approve. Board Member Watson seconded.*  
56 *Request approved 3-0.*

57

58 *Request for Water Line Easement Agreement; Alex Eaton and Melissa Seabrook Eaton; Board*  
59 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

60

61 *Request for Water Line Easement Agreement; Matthew D Heckaman and Susan L Heckaman; Board*  
62 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

63

64 *Request for Water Line Easement Agreement; Bernard F. Szuhaj and Jennifer Szuhaj; Board Member*  
65 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

66

67 *Request for Water Line Easement Agreement; Cecil E. Carlyle and Janet L. Carlyle; Board Member*  
68 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

69

70 *Resolution BPW 05-06-20-01; A Resolution of the City of Carmel Board of Public Works*  
71 *Acknowledging Grant Agreement; Promote Carmel, Inc; Board Member Burke moved to approve.*  
72 *Board Member Watson seconded. Request approved 3-0.*

73

74 *Request for Sanitary Sewer Easement Agreement; David A. Gagliano; Board Member Burke moved to*  
75 *approve. Board Member Watson seconded. Request approved 3-0.*

76

77 *Request for Water Line Easement Agreement; Burlen Realty, Inc; Board Member Burke moved to*  
78 *approve. Board Member Watson seconded. Request approved 3-0.*

79

80 *Request for Purchase of Goods and Services; Morphe Construction; (\$4,403.02); Duke Energy*  
81 *Relocation Plans Phase 1 & 3– Project #17-ENG-01; CO #3-Final; Board Member Burke moved to*  
82 *approve. Board Member Watson seconded. Request approved 3-0.*

83

## 84 **OTHER**

85

86 *Uniform Conflict of Interest Disclosure Statement; Kevin “Woody” Rider; Board Member Burke*  
87 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

88

89 *Uniform Conflict of Interest Disclosure Statement; Adam Aasen; Board Member Burke moved to*  
90 *approve. Board Member Watson seconded. Request approved 3-0.*

91

92 *Request for Lane Closure/Open Pavement Cut; 96<sup>th</sup> & Longwell Drive; Board Member Burke moved to*  
93 *approve. Board Member Watson seconded. Request approved 3-0.*

94

95 *Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restriction; Utility Pole Replacement;*  
96 *111 & Westfield RAB Project; Board Member Burke moved to approve. Board Member Watson*  
97 *seconded. Request approved 3-0.*

98

99 *Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restriction; Aerial Cable; 136<sup>th</sup> &*  
100 *Spring Mill; Board Member Burke moved to approve. Board Member Watson seconded. Request*  
101 *approved 3-0.*

102  
103 *Request for Lane Restriction/Open Pavement Cut; 4396 E. 116<sup>th</sup> Street; Board Member Burke moved*  
104 *to approve. Board Member Watson seconded. Request approved 3-0.*

105  
106 *Request for Additional Curb Cut; 14351 Quail Point Drive; Board Member Burke moved to approve.*  
107 *Board Member Watson seconded. Request approved 3-0.*

108  
109 *Request Lane Closure and Open Pavement Cut; Bear Creek South – West 141<sup>st</sup> Street; Board Member*  
110 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

111  
112 *Request for Secondary Plat; Johnson Addition 3A and 3B; Board Member Burke moved to approve.*  
113 *Board Member Watson seconded. Request approved 3-0.*

114  
115 **STORM WATER MANAGEMENT**

116  
117 *Resolution BPW 05-06-20-06; A Resolution of the Board of Public Works and Safety, Acting as the*  
118 *Governing Body of the Department of Storm Water Management for the City of Carmel, Indiana,*  
119 *Amending a Prior Bond Resolution; Board Member Burke moved to approve. Board Member Watson*  
120 *seconded. Request approved 3-0.*

121  
122 **ADJOURNMENT**

123  
124 *Mayor Brainard adjourned the meeting at 10:12 a.m.*

125  
126  
127  
128  
129 \_\_\_\_\_  
130 *Sue Wolfgang – City Clerk*

131 *Approved*

132  
133  
134 \_\_\_\_\_  
135 *Mayor James Brainard*

136 ***ATTEST:***

137  
138  
139 \_\_\_\_\_  
140 *Sue Wolfgang – City Clerk*

141

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

Date: May 12, 2020

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

From: CITY ENGINEER

Principal: Buckingham Construction Corp.

Surety: Great American Insurance

Board Members:

I have conducted final inspection at Gramercy West Section 1 for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Streets	2607974	\$528,181.00

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>
Streets	\$79,227.15

APPROVED:

  
\_\_\_\_\_  
Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 20th day of May, 2020, that the listed Performance Guarantee for the Gramercy West Section 1 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

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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and Christopher B. Burke Engineering, LLC (the "Professional"), as City Contract dated September 5, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

Christopher B. Burke Engineering, LLC

By:

By:

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

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

**Jon D. Stolz**

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

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

**Managing Vice President**

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

\_\_\_\_\_  
Title

FID/TIN: **45-3940525**

ATTEST:

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

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

Date: **May 12, 2020**



May 6, 2020

Jeremy Kashman, PE  
Carmel City Hall  
One Civic Square  
Carmel, IN 46032

Subject: **Westfield Boulevard over Carmel Creek  
Amendment No. 1**

Dear Mr. Kashman,

In accordance with our contract, we are notifying you of a change in the scope of work for this project that will result in additional work that was not included in our original contract. The specific scope changes and resulting additional fees are outlined below.

#### **BACKGROUND**

Delays in the Westfield Boulevard crossing of Carmel Creek project have resulted in the need to re-apply for Indiana Department of Natural Resources (IDNR), U.S. Army Corps of Engineers (USACE), and Indiana Department of Environmental Management (IDEM) permits for the culvert replacement project. The following additional scope will be required for Burke to submit these permit applications.

#### **ADDITIONAL SCOPE OF WORK ITEMS**

The additional services provided by Burke for this work have been identified as follows:

**Task 1 - Construction in a Floodway Permit Submittal:** Burke will prepare and submit an application for Construction in a Floodway to IDNR. An online application will be filed followed by a public notice to adjoining property owners. A hard copy of the submittal will be provided to IDNR within 30 days of the online application and will include hydraulic modeling information, proof of public notice, and project design plans.

**Task 2 – Section 401 and 404 Permit Applications:** Burke will prepare and submit Section 401 and 404 applications to IDEM and the USACE. Previously submitted documentation will be utilized as part of the submittal including project plans, exhibits, and other documentation.

#### **ESTIMATED FEE**

We have estimated the total cost for the tasks outlined above to be **\$5,000**. This amendment would increase the total estimated fee for this project to **\$9,300** and is subject to the general terms and conditions included in the original contract dated September 5, 2018.

**EXHIBIT  
A (1 of 2)**

We appreciate your consideration to this matter and look forward to working with you towards successful completion of this project. Please contact me or Kerry Daily at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE  
Managing Vice President

**THIS AMENDMENT AND ESTIMATED FEE ARE ACCEPTED BY THE CITY OF CAMEL:**

Signature: \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT  
A (2 of 2)**

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**101865**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
8/14/2018			356865	Project 18-SW-22; Contract Date 09.05.18

<b>VENDOR</b> CHRISTOPHER BURKE ENGINEERING LLC DEPT 20-7045 PO BOX 5997 CAROL STREAM, IL 60197--5997	<b>SHIP TO</b> City Engineering's Office 1 Civic Square Carmel, IN 46032- Kate Lustig
--	---

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
28481				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
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Department: 2200 Fund: 0 2016 Storm Water Bond

Account: 44-628.71

1 Each		ASA #1 - Westfield Boulevard over Carmel Creek	\$5,000.00	\$5,000.00
1 Each		Westfield Boulevard Bridge over Carmel Creek - Design	\$4,300.00	\$4,300.00
		Sub Total		\$9,300.00



Send Invoice To:

Jill Newport  
CrossRoad Engineers, P.C.  
3417 Sherman Drive  
Beech Grove, IN 46107  
jnewport@crossroadengineers.com

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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**PAYMENT**

**\$9,300.00**

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

**SHIPPING INSTRUCTIONS**

- \*SHIP PREPAID.
- \*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- \*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- \*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

Jeremy Kashman  
Director

James Crider  
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **101865**

BEC Enterprises, LLC  
Street Department - 2020  
Appropriation # 44-670.99 Fund; P.O. #103980  
Contract Not To Exceed \$124,900.00

**APPROVED**  
By Jon Oberlander at 8:42 am, May 14, 2020

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and BEC Enterprises, LLC, (the "Vendor"), as City Contract dated November 6, 2019 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

BEC Enterprises, LLC

By:

By:

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

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

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

Scott Brown  
Printed Name  
\_\_\_\_\_  
Operations Director  
Title

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

FID/TIN: 82-3001868

ATTEST:

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

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

Date: 5/14/2020

**QUOTE TOTAL FOR 2020 COMPACT SWEEPER**

	<b>TOTAL</b>
<b>2020 COMPACT SWEEPER</b>	<b>\$124,900.00</b>

**Company Name** Brown Equipment Company

**THIS IS TO BE THE FIRST PAGE OF ENTIRE QUOTE.**

**EXHIBIT  
A (1 of 10)**



# NON-COLLUSION AFFIDAVIT

State Form 4391 (R4 / 1-00)

STATE OF: Indiana

COUNTY OF: Allen

} SS:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Signature	<i>Scott Brown</i>
Printed name	Scott Brown
Title	Operations Director
Company	BEC Enterprises LLC., dba Brown Equipment Company

Before me, a Notary Public in and for said County and State personally appeared, Scott Brown

who acknowledged the truth of the statements in the foregoing affidavit on this 4th day of May, 2020.

Signature of Notary Public	<i>[Signature]</i>
Printed or typed name of Notary Public	Brooks Beatty

County of residence	<u>Allen</u>
Commission expiration date	<u>1-12-24</u>



Brown Equipment Company  
 2501 S Kentucky Ave  
 Evansville IN 47714  
 www.brownequipment.net  
 Ph:800-747-2312

# Vehicle Quote

#Q01194  
 5/4/2020

**Bill To**  
 CARMEL STREET DEPT.  
 3400 W. 131 ST  
 WESTFIELD IN 46074  
 United States

**Ship To**  
 CARMEL STREET DEPT.  
 3400 W. 131 ST  
 WESTFIELD IN 46074  
 United States

**TOTAL**

**\$124,900.00**

Sales Rep: Kiel Williams

<b>Expires</b>	<b>PO #</b>	<b>Notes</b>	<b>Shipping Method</b>
6/3/2020			

Item	Description	Qty	Price	Extended Price
CV350-SWEEPER	MULTIHOG CV 350 75HP COMPACT SWEEPER 4-WHEEL HYDROSTATIC DRIVE WITH TRACTION CONTROL 3 DRIVE MODE: ROAD, WORK, AND SWEEP 7" HIGH RESOLUTION COLOR SCREEN, CRUISE CONTROL COMBINED CAB HEATING & AIR CONDITIONING INDEPENDENT SPRING AND DAMPER TRANSMISSION HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3-POINT SEATBELT HEATED BASE AND BACK SUPPORT WITH ADJUSTABLE LUMBER SUPPORT AND HEAD REST ADJUSTABLE SEAT MOUNTED MULTIFUNCTION CONTROL ARMREST WITH TWIN MINIATURE JOYSTICKS FOR EASE OF OPERATION AND CONTROL AND IMPROVED DRIVER COMFORT. ADJUSTABLE STEERING COLUMN WITH 2 TILT ADJUSTMENTS TELESCOPIC ADJUSTMENT OF STEERING WHEEL HEIGHT. CAB DOORS WITH OPENING WINDOWS - SET OF 2 (ONE PER DOOR) HEAVY DUTY COOLING WITH TWIN REVERSIBLE FANS IN-CAB, ELECTRONIC, BRUSH GROUND-CONTACT PRESSURE CONTROL 140 AMP ALTERNATOR DISK BRAKES AND MULTI DISC WITH AUTOMATIC ACTIVATION UPON LEAVING THE DRIVER SEAT OR TURNING THE ENGINE OFF. ADJUSTABLE LOAD SENSING HYDRAULIC SUPPLY TO THE FRONT AND REAR 0 -100 LITRES PER MIN AND MAX 225 BAR PRESSURE (FLOW DEPENDANT) FRONT MOUNTED HYDRAULIC LIFT ARMS WITH INDEPENDENT CONTROL AND 800KG COMBINED LIFT CAPACITY HIGH PRESSURE CARRY OVER (SUPPLY FOR 3RD BRUSH CONTROL) 2 DOUBLE ACTING HYDRAULIC FUNCTIONS TO THE FRONT 1 DOUBLE ACTING HYDRAULIC FUNCTION TO THE REAR HEATED WINDSCREEN, HEATED REAR VIEW MIRRORS LED WORK LIGHTS (FRONT & REAR) REVERSING CAMERA AMBER FLASHER LIGHTS (SET OF 4) 8,818 LBS GVW, BALL HITCH 50MM WONDER HOSE, HIGH PRESSURE HAND LANCE & PUMP HIGH PRESSURE CARRY OVER ALL TERRAIN LT245/75/16 TIRES MACHINE WIDTH 48.8"	1	\$124,900.00	\$124,900.00

<b>Subtotal</b>	\$124,900.00
<b>Tax (0%)</b>	\$0.00
<b>Total</b>	\$124,900.00

**EXHIBIT**  
**A (2 of 10)**



QUOTE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAXES.



Brown Equipment Company  
2501 S Kentucky Ave  
Evansville IN 47714  
www.brownequipment.net  
Ph:800-747-2312

# Vehicle Quote

#Q01194  
5/4/2020

WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE BROWN EQUIPMENT COMPANY COS VIEWABLE AT [www.brownequipment.net](http://www.brownequipment.net)

Company/Agency: \_\_\_\_\_

Name(Printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT  
A (3 of 10)**



QUOTE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAXES.

**SPECIFICATIONS: Compact Articulated Vacuum Sweeper**

The sweeper to be furnished under this proposal shall be a compact vacuum type, articulated steer, single engine, full hydrostatic drive, 2.3 cubic yard hopper capacity with dual gutter broom system. It shall be the manufacturer's latest model and design. These specifications shall be regarded as MINIMUM. Bidders must furnish all descriptive literature, manufacturer's compliance certificates and all other necessary data on the equipment proposed as required in the specification. Bidder must answer **YES** or **NO** to each specification line item except where asked to state specific data. Failure to answer correctly, or failure to respond will deem your bid as non-responsive. All line items with a "**NO**" response, shall be explained in detail on the "Exceptions to Bid Specification" pages provided at the end of this document.

<u>Compact Articulated Vacuum Sweeper</u>		
<u>Dimensions &amp; Weights</u>	YES	NO
Permanent 4 wheel drive articulated vehicle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Overall length: minimum 149 inch (without brushes) , maximum 173 inch (with brushes)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Overall width: minimum 47 inch, maximum 51 inch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Overall height: minimum 78 inch, maximum 82 inch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wheelbase: minimum 68 inch, maximum 70 inch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unladen weight: minimum 4409 lbs., maximum 5511 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Front axle capacity: minimum 4409 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rear axle capacity: minimum 5511 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Towing capacity, braked trailer: maximum 3306lb	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gross vehicle weight: maximum 7716 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Outer turning radius: minimum 88 inch, maximum 107 inch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Minimum cabin volume: 2.3 yd <sup>3</sup>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b><u>Engine</u></b>	<b>YES</b>	<b>NO</b>
Engine displacement shall be no less than 122.04 cubic inch (2000 cc)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Developing no less than 75 HP (55.4 kW)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 cylinder diesel engine, 3 Cylinder not accepted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Torque: minimum 177 lb-ft @ 1600 RPM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Meets Tier 4 final emissions standards	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No DPF	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No DEF	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alternator: minimum 150 amp	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fuel capacity: maximum 17 Gallon, diesel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hydraulic oil tank capacity: maximum 17 Gallon	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Both oil and fuel tanks to be made of PE plastic	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b><u>Drive</u></b>	<b>YES</b>	<b>NO</b>
Permanent 4 wheel hydrostatic drive with traction control	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Minimum Road speed 25mph	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 speed heavy duty hydrostatic drive 1st speed: 0-12 mph 2nd speed: 0-18 mph 3rd speed: 0-25 mph	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Minimum 3 separate drive modes:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cruise control	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gradeability Minimum 45%	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chassis, engine, pumps to be designed for all year multipurpose use such as grass cutting and snow removal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Twin reversable variable speed fans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Capable of operating in minimum 120° F ambient temperature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heavy duty cooling system for engine, charge air, oil, water and fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b><u>Driver Cabin</u></b>	<b>YES</b>	<b>NO</b>
Driver cabin ROPS tested in accordance with OECD no. 7 as specified by directive 1322/2014	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4-wheel independent full spring and damper suspension on all four wheel motors including anti-roll bar	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adjustable ride height through suspension setting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
High back air suspension seat with adjustable height, lateral position, back support, lumbar support, headrest and seat heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Optional Vacuum gauge in cabin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3- point seatbelt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cab heating with recirculating air function and pollen filter on the fresh air intake	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Two (2) Power adjustable heated Rear view mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adjustable heater vents for driver, windscreen and driver's feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Integrated combined air-conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Air-conditioning not externally roof mounted and does not increase the height of the machine	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Internal cabin light	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power assisted steering	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Radio / CD / AUX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steering column base tilt controlled via foot pedal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adjustable height and reach steering wheel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 speed wiper with intermittent function	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permanently On - 7in Color rear view camera	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sliding window in cab doors. One (1) per door	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LED work lights for greater visibility for night and winter operation. Two (2) front and two (2) rear.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
On Board Diagnostics	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Integrated Document holder	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adjustable seat-mounted, multifunction control armrest	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heated Windshield	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Suction hood camera	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Amber Flasher - Two (2) on front of cab, two (2) on rear of suction hopper	<input checked="" type="checkbox"/>	<input type="checkbox"/>
360 degree amber flashing beacon, roof mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cupholder	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b><u>Brakes</u></b>	YES	NO
Power-assisted Hydraulic disc brakes for dynamic braking.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Multi disc parking brakes on front wheels with control button on steering column.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Brake will automatically engage when the driver seat is vacated or the engine is turned off	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parking brake override hand pump to release the parking brake and enable the machine to be towed in the event of breakdown or engine failure. The brake will reset itself once the engine is restarted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b><u>Hydraulics</u></b>	YES	NO
Variable flow load-sensing hydraulic pump to front 0 – 26.5 Gallon per minute at 3263 PSI, suitable for use with various front mounted attachments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Variable flow load-sensing hydraulic pump to rear 0 – 16 Gallon per minute at 3263 PSI, suitable for use with various rear mounted attachments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All hydraulic quick release adaptors are flat face type.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b><u>Steering</u></b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hydraulic steering with center articulating pivot steer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heavy duty long-wearing center articulation bearings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Easily removable main articulation bearing assembly for maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Priority valve for steering	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b><u>Attachment Mounting &amp; Capacities</u></b>	<b>YES</b>	<b>NO</b>
Fully removable front brush system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Removable front A frame for attachment mounting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Capability to mount Plows, brooms, high pressure washer via A frame.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lifting capacity at front lifting hooks: minimum 1653 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Top Rear mounted attachment capability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Removable Hopper with rear load platform positioned above rear-mounted engine	<input checked="" type="checkbox"/>	<input type="checkbox"/>
High pressure wash-down pump and lance. Minimum Hose reel Length 32ft. Minimum pressure 2465 PSI.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Optional hydraulically driven third brush for both sweeping and weed control	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b><u>Paint Finish</u></b>	<b>YES</b>	<b>NO</b>
Fully powder coated black chassis.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
High quality heavy duty 2 coat powder paint system with minimum 2000 hours salt spray test	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zinc rich powder primer and a high gloss top powder coat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
White removal plastic panels mounted on vehicle	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b><u>Sweeping</u></b>	<b>YES</b>	<b>NO</b>
Sweeping width 47 in Minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sweeping width 93 in Maximum	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hydraulic raise/lower of suction hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>
In-cab electronic brush ground pressure control	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Two Front brushes independently controlled via two (2) mini Joysticks.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Variable brush speed 0 - 150 RPM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Brush size minimum 35in	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Two (2) water nozzles per brush for dust suppression	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Suction Hood Width maximum 25in	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PM 10/PM2.5 Compliant with 4 star rating	<input checked="" type="checkbox"/>	<input type="checkbox"/>
High performance fan speed from 0 to 3,750 RPM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No material shall pass through the fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CFM 4700CFM Minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Air Flow 17000ft/min Minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wheels to be on each side of suction	<input checked="" type="checkbox"/>	<input type="checkbox"/>
In-cab window for suction hood view	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Front mounted suction hood camera	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Optional rear suction mouth camera	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7 in suction hose	<input checked="" type="checkbox"/>	<input type="checkbox"/>
One button sweep auto start - Engine sets to 1600RPM, lowers suction hood, brushes placed in float, suction engages and water suppression begins	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Boost Button - sets fan speed to max to lift difficult material, returns to variable fan speed when disengaged.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maximum 53 Gallon fresh water tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Minimum 26 Gallon recirculation water tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Hopper</b>	YES	NO
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Hardox Fan with Aluminum Housing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
High Capacity Aluminum Hopper	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Minimum 1.9 Cubic Yard hopper capacity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hand suction hose for close proximity cleaning. Minimum 16ft	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Easily removeable and washable stainless-steel mesh panels	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hopper minimum weight capacity of 2000lbs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Optimized placement of material in the rear of hopper first to maximize carrying capacity of hopper.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Automatic Lid opening	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hopper-tip control pendant with safety 2-hand operation (can be used inside or outside the cabin 13ft length)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
65in high tipping hopper	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Service</b>	<b>YES</b>	<b>NO</b>
Three Hinged and lockable side panels for ease of service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rear vent openable without tools for easy access	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Easily accessible and changeable air filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Easy accessable full battery disconnect on rear of the machine	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipped with 10 Micron filtration strainers on the return of the oil tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipped with a 10 Micron hydraulic oil filter on the intake of the oil tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>
500 hours service intervals	<input checked="" type="checkbox"/>	<input type="checkbox"/>

It is understood that other governmental agencies, particularly in the State of Indiana, and any other tax supported governmental agencies, will be extended the opportunity to purchase off this bid (IC 36-1-7-12 ©). In entering into such agreements, the vendor and the purchaser understand that neither the city or county bidding specified equipment, are agents of, partners to/or representatives of these outside agencies and are not obligated or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements. The dealer will invoice each government agency separately.

# City of Carmel

ONE CIVIC SQUARE  
 CARMEL, INDIANA 46032-2584  
 FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
 CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
 35-6000972

PURCHASE ORDER NUMBER

**103980**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
5/12/2020			030130	CV350 Compact Sweeper

<b>BEC ENTERPRISES LLC</b>	<b>Street Department</b>
<b>VENDOR 2501 S KENTUCKY AVE</b>	<b>SHIP TO 3400 W. 131st Street</b>
<b>EVANSVILLE, IN 47714 -</b>	<b>Carmel, IN 46074-</b>
	<b>(317) 733-2001</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
46598				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
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Department: 1206 Fund: 0 Capital Lease Fund

Account: 44-670.99

1 Each

CV350 Compact Sweeper

\$124,900.00

\$124,900.00

Sub Total

\$124,900.00



Send Invoice To:  
**Street Department**

**3400 W. 131st Street**  
**Carmel, IN 46074-**  
**(317) 733-2001**

**PLEASE INVOICE IN DUPLICATE**

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

- \*SHIP PREPAID.
- \*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- \*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- \*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

**PAYMENT**

**\$124,900.00**

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

ORDERED BY

*David Huffman*

Dave Huffman

Director

*James Crider*

James Crider

Director of Administration

TITLE

CONTROLLER

CONTROL NO. **103980**

**RESOLUTION NO. BPW 05-20-20-01**

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY  
OF THE CITY OF CARMEL, INDIANA, APPROVING THE TRANSFER AND  
PRESENTATION OF PISTOL AND BADGE**

**WHEREAS**, pursuant to IC 5-22-22-6, the Board of Public Works and Safety of the City of Carmel, Indiana (“Board”), may transfer to another certain personal property; and

**WHEREAS**, Officer Michael A. Pitman has provided 22 years of meritorious service to the Carmel community as a Carmel City Police Officer, and will be retiring on June 22, 2020; and

**WHEREAS**, it has been a long-standing policy and practice of the Carmel Police Department to present to each of its sworn officers, upon retirement, their badge and firearm.

**NOW, THEREFORE, BE IT RESOLVED** by the Board, as follows:

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

Section 2. The following items may be transferred and presented to Officer Michael A. Pitman upon his retirement, at the direction of the Chief of Police:

Officer Pitman’s Service Weapon, Glock Model 17, 9mm Pistol and Carmel Police Department Badge/marked “Retired.”

**SO RESOLVED.**

This Resolution was prepared by Jon Oberlander, Carmel Assistant City Attorney, on 12/22/14 at 4:21 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

**PASSED** by the Board of Public Works and Safety of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2020, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

**CITY OF CARMEL, INDIANA**

By and through its Board of Public Works and Safety (“Board”)

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

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

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

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

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

This Resolution was prepared by Jon Oberlander, Carmel Assistant City Attorney, on 12/22/14 at 4:21 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.



City of Carmel  
Carmel Police Department

3 Civic Square  
Carmel, Indiana 46032



April 29, 2020

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

Dear Members:

I respectfully request Board approval to have the below listed weapon and badge deleted from the Police Department inventory:

Glock Model 17, 9mm Pistol  
Carmel Police Department Badge / marked Retired

As has been the custom and practice of the City and Department, the weapon and badge will be presented to Michael A. Pitman, who will retire on June 22, 2020 from the Carmel Police Department, with twenty years of service to the Carmel community as a police officer.

Respectfully,

James C. Barlow  
Chief of Police  
Carmel Police Department

JCB/tka





APPROVED JMK

## GRANT OF TRANSMISSION EASEMENT

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

Situate in Section 25, Township 18N, Range 3E, Clay Township, Hamilton County, State of Indiana; being a part of a tract as recorded in Instrument Number 9909942122 and Instrument Number 9909908440 and Instrument Number 9909942123 and Instrument Number 2019041604, in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as “Grantor’s Property”); and being more particularly described as follows:

Said easement area being described and shown on a survey drawing marked Exhibit “A”, attached hereto and becoming a part hereof (hereinafter referred to as the “Easement Area”).

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

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

*For Grantee’s Internal Use:*

*Line Name/No: CARMEL GUILFORD RD SUB 545 TO CARMEL 1ST AVE SUB Site – 106063*

*Tract No: NA*

*Job Control #T1553RL1*

*LU#*

*Prep/Chk: RPH/JBS Exec/Rec: \_\_\_\_\_*

*Dwg/Fac Ref.: EXHIBIT “A”*

*Prepared Date: 9/28/18*

vegetation is trimmed consistent with generally accepted arboricultural practices.

3. [Intentionally omitted.]

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

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction; provided, if there is not an emergency situation, Grantee has given Grantor at least fifteen (15) days prior written notice to the Department of Engineering, Attention City Engineer, One Civic Square, Carmel, Indiana 46032 and to the Department of Law, Attention Corporation Counsel, One Civic Square, Carmel, Indiana 46032 before such removal.

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

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

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

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

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. Except as otherwise provided in this Easement, the exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

12. Grantor and Grantee have entered into that certain Phases I and III Transmission Relocation Agreement effective September 20, 2017, as may be amended (“Agreement”), which incorporates by reference and attachment that certain Memorandum of Understanding effective November 30, 2016 between Grantor and Grantee (“MOU”). To the extent a term and condition in this Easement is inconsistent with a term and condition in the Agreement or the MOU, the order of priority in the event of said conflict shall be in descending order as follows: (a) any Amendment to the Agreement signed by both Parties; (b) the Agreement; (c) the MOU; (d) exhibits to the Agreement; (e) exhibits to the MOU; and (f) this Easement. Any capitalized terms used in this Easement and not defined herein shall have the meaning ascribed to such terms in the Agreement and the MOU, as applicable.

[Signature page(s) follow.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Transmission Easement to be signed by its duly authorized representative(s), effective the \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF CARMEL, INDIANA

Grantor

By: \_\_\_\_\_ By: \_\_\_\_\_

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

Printed Title: \_\_\_\_\_ Printed Title: \_\_\_\_\_

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

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

WITNESS my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

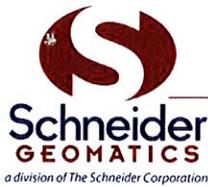
My Commission Expires: \_\_\_\_\_ Signed Name: \_\_\_\_\_

My County of Residence: \_\_\_\_\_ Printed Name: \_\_\_\_\_

My Indiana Commission Number: \_\_\_\_\_

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

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Ryan Hart.



## Exhibit "A"

Carmel Underground Phase 2  
Permanent Easement  
Part of SE 1/4  
Sec 25-T18N-R3E  
Clay Township  
Hamilton County, Indiana

City of Carmel, Indiana  
Deed and Covenants  
Recorded July 16, 1999  
Instrument #9909942122

Deed and Covenants  
Recorded February 8, 1999  
Instrument #9909908440

Deed and Covenants  
Recorded July 16, 1999  
Instrument #9909942123

Quitclaim Deed  
Recorded September 5, 2019  
Instrument #2019041604

Parcel #29-09-25-404-016.000-018  
Parcel #29-09-25-404-017.000-018

28,310 square feet Permanent Easement 1  
0.650 acres +/- Permanent Easement 1

489 square feet Permanent Easement 2  
0.011 acres +/- Permanent Easement 2

### Permanent Easement 1:

Part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East of the Second Principal Meridian, in Hamilton County, Indiana, being described as follows:

Commencing at the southeast corner of said quarter section; thence South 89 degrees 07 minutes 05 seconds West (grid bearings based on Indiana State Plane East Zone) along the south line of said quarter section 707.40 feet (all distances in this description are horizontal ground distances) to the **Point of Beginning**, also being the southeast corner of a tract of land described in Instrument #9909942122 as recorded in the Office of the Recorder of Hamilton County, Indiana; thence continuing South 89 degrees 07 minutes 05 seconds West along the south line of said tract of land 18.88 feet; thence North 00 degrees 22 minutes 33 seconds East 127.86 feet to a point on a curve to the left having a radius of 187.51 feet, the radius point of which bears North 89 degrees 37 minutes 27 seconds West from said point; thence northerly along said curve an arc distance of 31.19 feet to a point which bears North 80 degrees 50 minutes 40 seconds East from said radius point; thence North 09 degrees 09 minutes 20 seconds West 1.80 feet to a point on a curve to the right having a radius of 212.51 feet, the radius point of which bears North 80 degrees 50 minutes 40 seconds East from said point; thence northerly along said curve an arc distance of 33.72 feet to a point which bears South 89 degrees 56 minutes 14 seconds West from said radius point; thence North 00 degrees 03 minutes 46 seconds West 383.71 feet to a point on a curve to the right having a radius of 212.51 feet, the radius point of which bears North 89 degrees 56 minutes 14 seconds East from said point; thence northeasterly along said curve an arc distance of 23.41 feet to a point which bears North 83 degrees 45 minutes 05 seconds West from said radius point; thence North 06 degrees 14 minutes 55 seconds East 48.17 feet to a point on a curve to the left having a radius of 187.51 feet, the radius point of which bears North 83 degrees 45 minutes 05 seconds East from said point; thence northerly along said curve an arc distance of 23.34 feet to a point which bears North 89 degrees 06 minutes 59 seconds West from said radius point; thence North 00 degrees 53 minutes 01 seconds West 678.27 feet to a point on a curve to the right having a radius of 62.50 feet, the radius point of which bears North 89 degrees 06 minutes 59 seconds East from said point; thence northeasterly along said curve an arc distance of 41.35 feet to a point which bears North 52 degrees 58 minutes 30 seconds West from said radius point, said point being on the west line of a tract of land described in Instrument #2018047972, and said point hereinafter referred to as **Point "A"**; thence South 00 degrees 53 minutes 12 seconds East along said west line 149.73 feet to the southwest corner of said tract of land; thence North 89 degrees 43 minutes 53 seconds East along the south line of said tract of land 11.81 feet; thence South 00 degrees 53 minutes 01 seconds East 566.81 feet to a point on a curve to the right having a radius of 212.51 feet, the radius point of which bears South 89 degrees 06 minutes 59 seconds West from said point; thence southerly along said curve an arc distance of 26.34 feet to a point which bears South 83 degrees 46 minutes 57 seconds East from said radius point; thence South 06 degrees 13 minutes 03 seconds West 51.52 feet; thence South 89 degrees 12 minutes 24 seconds West 10.82 feet to the southwest corner of a tract of land described in Instrument #2019041604; thence South 29 degrees 43 minutes 06 seconds West 1.28 feet to the northeast corner of a tract of land described in Instrument #9909942122; thence



South 00 degrees 54 minutes 55 seconds East along the east line of said tract of land 593.94 feet to the **Point of Beginning**, containing 0.650 acres, more or less.

**Permanent Easement 2:**

Part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East of the Second Principal Meridian, in Hamilton County, Indiana, being described as follows:

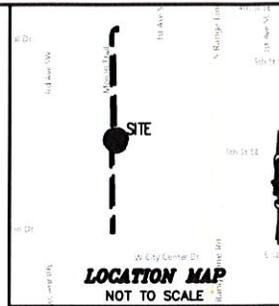
Commencing at aforesaid **Point "A"**; thence North 00 degrees 53 minutes 12 seconds West along the west line of a tract of land described in Instrument #2018047972 as recorded in the Office of the Recorder of Hamilton County, Indiana a distance of 0.27 feet to the northwest corner of said tract of land; thence North 89 degrees 43 minutes 53 seconds East along the north line of said tract of land 0.21 feet to the **Point of Beginning**, also being a point on a curve to the right having a radius of 62.50 feet, the radius point of which bears South 52 degrees 39 minutes 48 seconds East from said point; thence northeasterly along said curve an arc distance of 42.04 feet to a point which bears North 14 degrees 07 minutes 34 seconds West from said radius point, also said point being on the west line of a tract of land described in Instrument #2007016483; thence South 00 degrees 53 minutes 12 seconds East along said west line 22.54 feet to the northeast corner of a tract of land described in said Instrument #2018047972; thence South 89 degrees 43 minutes 53 seconds West along the north line of said tract of land 34.79 feet to the **Point of Beginning**, containing 0.011 acres, more or less.

  
John R. Heshelman  
Registered Land Surveyor S0386  
October 9, 2019



AREA TABLE			
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.
PERMANENT 1		0.650	28,310
PERMANENT 2		0.011	489
ACCESS			

# EXHIBIT A



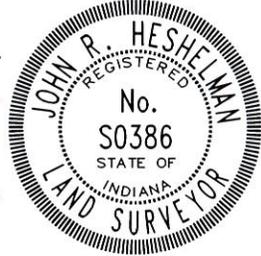
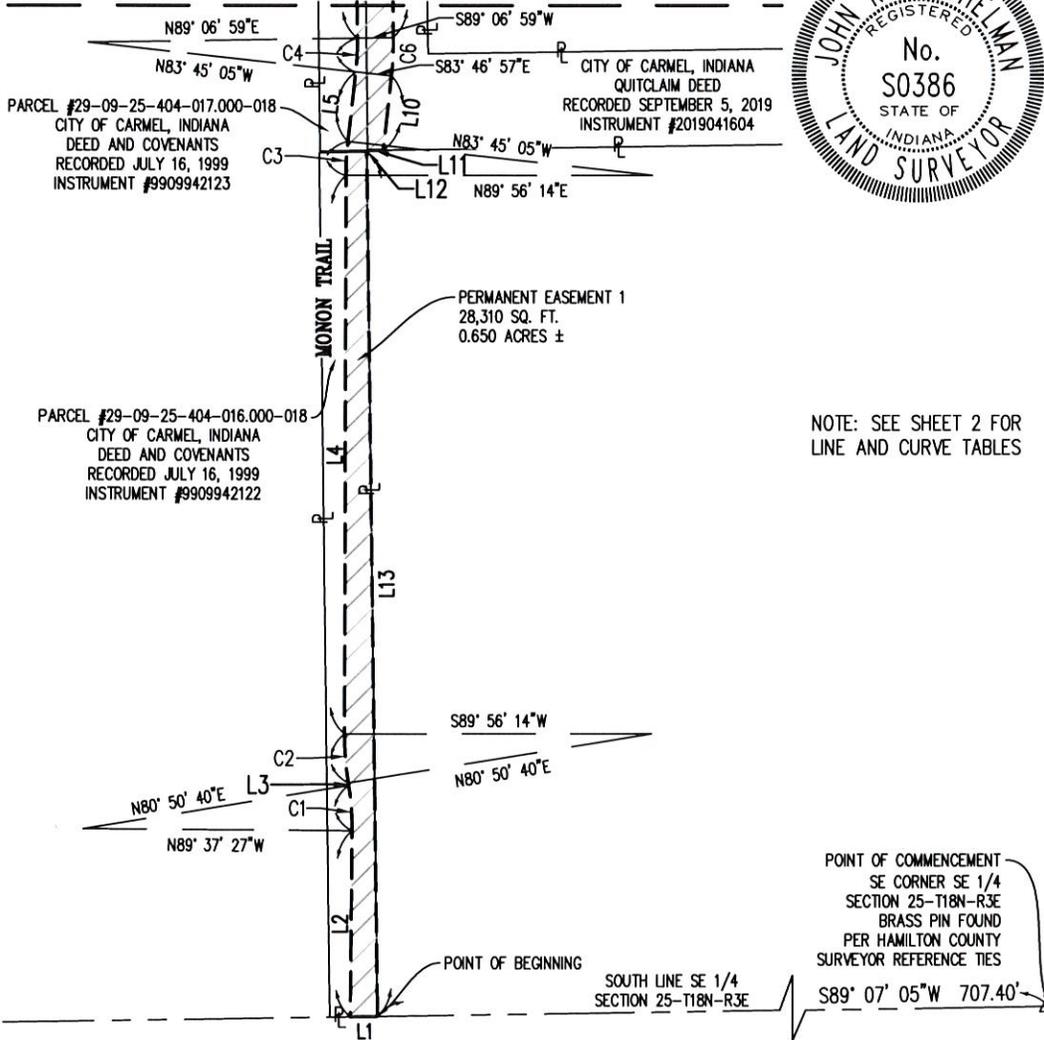
### CERTIFICATION

I, JOHN R. HESHELMAN, CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE REPRESENTED OR CONSTRUED AS A RETRACEMENT, OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT AND IS, THEREFORE, SUBJECT TO ANY GAPS, OVERLAPS OR OTHER INCONSISTENCIES SAID SURVEYS MAY REVEAL.

THIS 9TH DAY OF OCTOBER 2019

*John R. Heshelman*  
JOHN R. HESHELMAN, PLS 50386

MATCH LINE - SEE SHEET 2



LEGEND	
POC POINT OF COMMENCEMENT	— SUBJECT EASEMENT
POB POINT OF BEGINNING	— ADJACENT PARCEL
R/W RIGHT OF WAY	

DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006.e.dwg

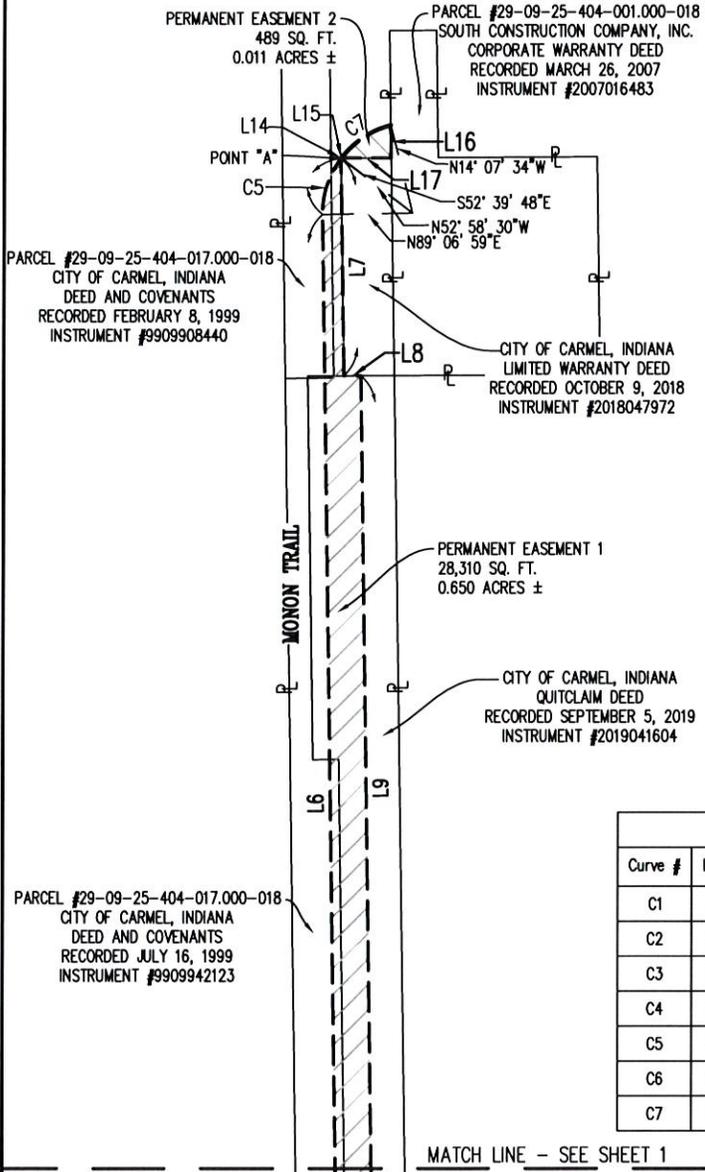
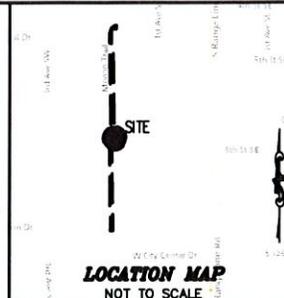
NOTE:  
The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by National Geodetic Survey (NGS) utilizing their Online Positioning User Service (OPUS) software. All coordinates, bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83(2011), US Survey feet) Coordinate System. Combined Scale Factor for this project is 0.99995148. Distances shown hereon are GROUND distances Combined Scale Factor has been applied.

	DUKE ENERGY INDIANA, LLC		
	EASEMENT EXHIBIT		
EASEMENT ACROSS THE LAND OF			<b>DUKE ENERGY</b>
<b>CITY OF CARMEL, INDIANA</b>			
0 MONON BLVD, CARMEL			550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361
HAMILTON COUNTY, INDIANA			
SITE #:	DATE: 10/09/2019	SCALE: 1" = 100'	1 OF 2
SEC. 25	TWN. 18 N.	RNG. 03 E.	
LAND UNIT:	TRACT #:	LSC MAP #:	

AREA TABLE				EXHIBIT A
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PERMANENT 1		0.650	28,310	
PERMANENT 2		0.011	489	
ACCESS				



(GRID NORTH)



Line Table		
Line #	Direction	Distance
L1	S89° 07' 05"W	18.88'
L2	N00° 22' 33"E	127.86'
L3	N09° 09' 20"W	1.80'
L4	N00° 03' 46"W	383.71'
L5	N06° 14' 55"E	48.17'
L6	N00° 53' 01"W	678.27'
L7	S00° 53' 12"E	149.73'
L8	N89° 43' 53"E	11.81'
L9	S00° 53' 01"E	566.81'
L10	S06° 13' 03"W	51.52'
L11	S89° 12' 24"W	10.82'
L12	S29° 43' 06"W	1.28'
L13	S00° 54' 55"E	593.94'
L14	N00° 53' 12"W	0.27'
L15	N89° 43' 53"E	0.21'
L16	S00° 53' 12"E	22.54'
L17	S89° 43' 53"W	34.79'

Curve Table				
Curve #	Length	Radius	Course In	Course Out
C1	31.19	187.51	N89° 37' 27"W	N80° 50' 40"E
C2	33.72	212.51	N80° 50' 40"E	S89° 56' 14"W
C3	23.41	212.51	N89° 56' 14"E	N83° 45' 05"W
C4	23.34	187.51	N83° 45' 05"E	N89° 06' 59"W
C5	41.35	62.50	N89° 06' 59"E	N52° 58' 30"W
C6	26.34	212.51	S89° 06' 59"W	S83° 46' 57"W
C7	42.04	62.50	S52° 39' 48"E	N14° 07' 34"W

**LEGEND**

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 R/W RIGHT OF WAY

————— SUBJECT EASEMENT  
 ——— ADJACENT PARCEL

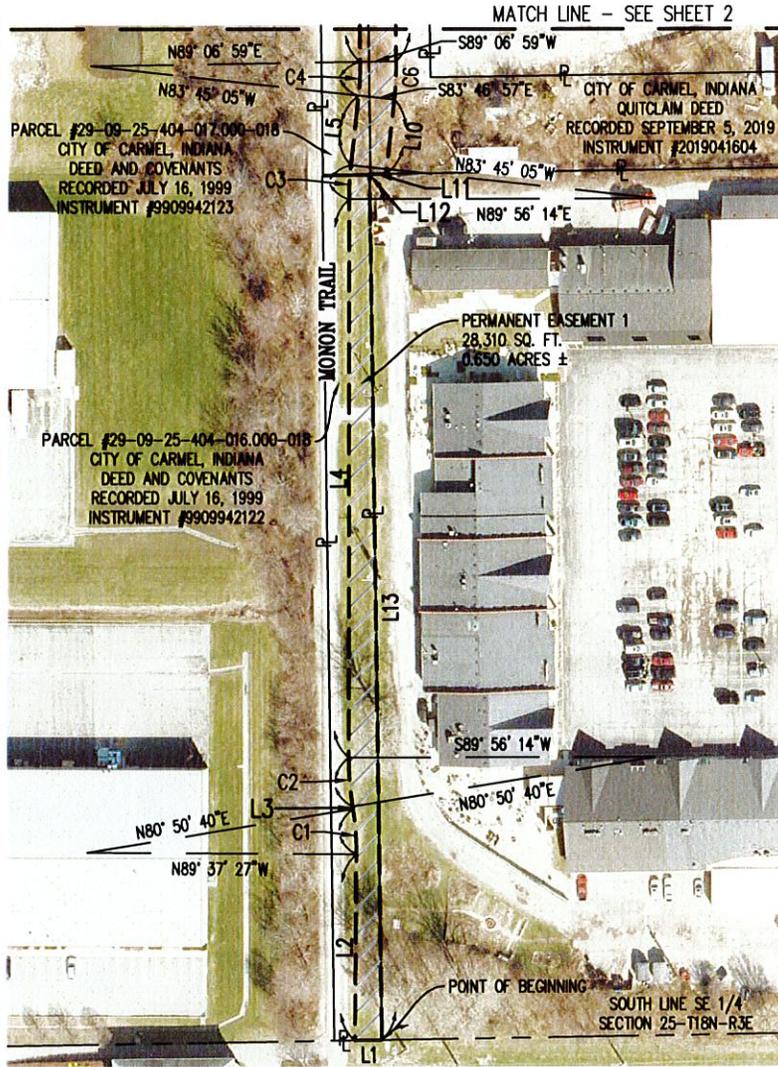
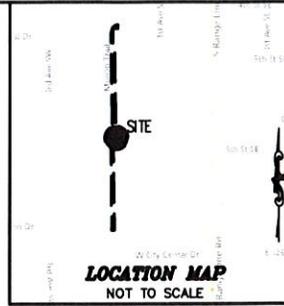
DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006e.dwg

**NOTE:**  
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	<b>DUKE ENERGY INDIANA, LLC</b> <b>EASEMENT EXHIBIT</b>		
	EASEMENT ACROSS THE LAND OF <b>CITY OF CARMEL, INDIANA</b> 0 MONON BLVD, CARMEL HAMILTON COUNTY, INDIANA		
SITE #: SEC. 25    TWN. 18 N.    RNG. 03 E.	DATE: 10/09/2019 DRAWN BY: MEH CHECK BY: JRH	SCALE: 1" = 100' DEED: BOOK #:	550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361
LAND UNIT:	TRACT #:	LSC MAP #:	2 OF 2

AREA TABLE			
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.
PERMANENT 1		0.650	28,310
PERMANENT 2		0.011	489
ACCESS			

# EXHIBIT A



NOTE: SEE SHEET 2 FOR LINE AND CURVE TABLES

POINT OF COMMENCEMENT  
SE CORNER SE 1/4  
SECTION 25-T18N-R3E  
BRASS PIN FOUND  
PER HAMILTON COUNTY  
SURVEYOR REFERENCE TIES  
S89° 07' 05"W 707.40'

LEGEND	
POC POINT OF COMMENCEMENT	— SUBJECT EASEMENT
POB POINT OF BEGINNING	— ADJACENT PARCEL
R/W RIGHT OF WAY	

DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006e.dwg

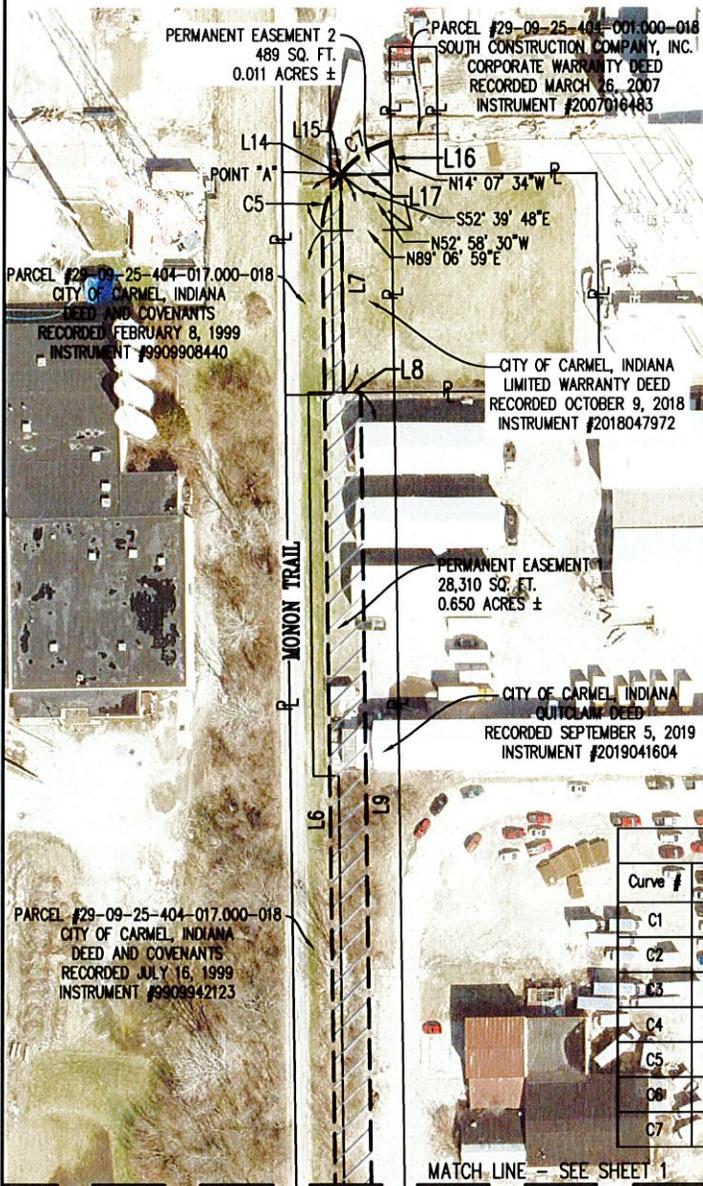
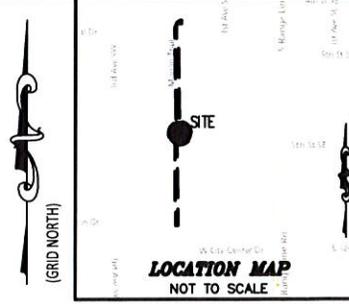
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<p>Schneider GEOMATICS a division of The Schneider Corporation</p>			DUKE ENERGY INDIANA, LLC	
			EASEMENT EXHIBIT	
			EASEMENT ACROSS THE LAND OF	
			<b>CITY OF CARMEL, INDIANA</b>	
			0 MONON BLVD, CARMEL	
			HAMILTON COUNTY, INDIANA	
SITE #:		DATE: 10/09/2019		SCALE: 1" = 100'
SEC. 25	TWN. 18 N.	RNG. 03 E.	DRAWN BY: MEH	DEED:
			CHECK BY: JRH	BOOK #:
LAND UNIT:	TRACT #:	LSC MAP #:		

**DUKE ENERGY**

550 S. TRYON STREET CHARLOTTE, N.C.  
28202 TELEPHONE NO. (704)382-2361

AREA TABLE				EXHIBIT A
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PERMANENT 1		0.650	28,310	
PERMANENT 2		0.011	489	
ACCESS				



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C6	26.34	212.51	S89° 06' 59"W	S83° 46' 57"W
C7	42.04	62.50	S52° 39' 48"E	N14° 07' 34"W

**LEGEND**

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 R/W RIGHT OF WAY

— SUBJECT EASEMENT  
 — ADJACENT PARCEL

DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006e.dwg

**NOTE:**  
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Schneider  
GEOMATICS  
a division of  
The Schneider Corporation

**DUKE ENERGY INDIANA, LLC**  
**EASEMENT EXHIBIT**

EASEMENT ACROSS THE LAND OF  
**CITY OF CARMEL, INDIANA**

0 MONON BLVD, CARMEL  
 HAMILTON COUNTY, INDIANA

SITE #:			DATE: 10/09/2019	SCALE: 1" = 100'
SEC. 25	TWN. 18 N.	RNG. 03 E.	DRAWN BY: MEH	DEED: BOOK #:
LAND UNIT:			TRACT #:	LSC MAP #:



**DUKE ENERGY**

550 S. TRYON STREET CHARLOTTE, N.C.  
 28202 TELEPHONE NO. (704)382-2361



APPROVED JMK

## GRANT OF TRANSMISSION EASEMENT

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

Situate in Section 25, Township 18N, Range 3E, Clay Township, Hamilton County, State of Indiana; being a part of a tract as recorded in Instrument Number 9909942122 and Instrument Number 9909908440 and Instrument Number 9909942123 and Instrument Number 2019041604, in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as “Grantor’s Property”); and being more particularly described as follows:

Said easement area being described and shown on a survey drawing marked Exhibit “A”, attached hereto and becoming a part hereof (hereinafter referred to as the “Easement Area”).

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

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

*For Grantee’s Internal Use:*

*Line Name/No: CARMEL GUILFORD RD SUB 545 TO CARMEL 1ST AVE SUB Site – 106063*

*Tract No: NA*

*Job Control #T1553RL1*

*LU#*

*Prep/Chk: RPH/JBS Exec/Rec: \_\_\_\_\_*

*Dwg/Fac Ref.: EXHIBIT “A”*

*Prepared Date: 9/28/18*

vegetation is trimmed consistent with generally accepted arboricultural practices.

3. [Intentionally omitted.]

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

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction; provided, if there is not an emergency situation, Grantee has given Grantor at least fifteen (15) days prior written notice to the Department of Engineering, Attention City Engineer, One Civic Square, Carmel, Indiana 46032 and to the Department of Law, Attention Corporation Counsel, One Civic Square, Carmel, Indiana 46032 before such removal.

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

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

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

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

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. Except as otherwise provided in this Easement, the exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

12. Grantor and Grantee have entered into that certain Phases I and III Transmission Relocation Agreement effective September 20, 2017, as may be amended ("Agreement"), which incorporates by reference and attachment that certain Memorandum of Understanding effective November 30, 2016 between Grantor and Grantee ("MOU"). To the extent a term and condition in this Easement is inconsistent with a term and condition in the Agreement or the MOU, the order of priority in the event of said conflict shall be in descending order as follows: (a) any Amendment to the Agreement signed by both Parties; (b) the Agreement; (c) the MOU; (d) exhibits to the Agreement; (e) exhibits to the MOU; and (f) this Easement. Any capitalized terms used in this Easement and not defined herein shall have the meaning ascribed to such terms in the Agreement and the MOU, as applicable.

[Signature page(s) follow.]



## Exhibit "A"

Carmel Underground Phase 2  
Permanent Easement  
Part of SE 1/4  
Sec 25-T18N-R3E  
Clay Township  
Hamilton County, Indiana

City of Carmel, Indiana  
Deed and Covenants  
Recorded July 16, 1999  
Instrument #9909942122

Deed and Covenants  
Recorded February 8, 1999  
Instrument #9909908440

Deed and Covenants  
Recorded July 16, 1999  
Instrument #9909942123

Quitclaim Deed  
Recorded September 5, 2019  
Instrument #2019041604

Parcel #29-09-25-404-016.000-018  
Parcel #29-09-25-404-017.000-018

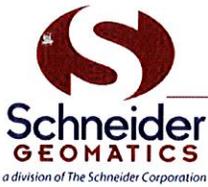
28,310 square feet Permanent Easement 1  
0.650 acres +/- Permanent Easement 1

489 square feet Permanent Easement 2  
0.011 acres +/- Permanent Easement 2

### Permanent Easement 1:

Part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East of the Second Principal Meridian, in Hamilton County, Indiana, being described as follows:

Commencing at the southeast corner of said quarter section; thence South 89 degrees 07 minutes 05 seconds West (grid bearings based on Indiana State Plane East Zone) along the south line of said quarter section 707.40 feet (all distances in this description are horizontal ground distances) to the **Point of Beginning**, also being the southeast corner of a tract of land described in Instrument #9909942122 as recorded in the Office of the Recorder of Hamilton County, Indiana; thence continuing South 89 degrees 07 minutes 05 seconds West along the south line of said tract of land 18.88 feet; thence North 00 degrees 22 minutes 33 seconds East 127.86 feet to a point on a curve to the left having a radius of 187.51 feet, the radius point of which bears North 89 degrees 37 minutes 27 seconds West from said point; thence northerly along said curve an arc distance of 31.19 feet to a point which bears North 80 degrees 50 minutes 40 seconds East from said radius point; thence North 09 degrees 09 minutes 20 seconds West 1.80 feet to a point on a curve to the right having a radius of 212.51 feet, the radius point of which bears North 80 degrees 50 minutes 40 seconds East from said point; thence northerly along said curve an arc distance of 33.72 feet to a point which bears South 89 degrees 56 minutes 14 seconds West from said radius point; thence North 00 degrees 03 minutes 46 seconds West 383.71 feet to a point on a curve to the right having a radius of 212.51 feet, the radius point of which bears North 89 degrees 56 minutes 14 seconds East from said point; thence northeasterly along said curve an arc distance of 23.41 feet to a point which bears North 83 degrees 45 minutes 05 seconds West from said radius point; thence North 06 degrees 14 minutes 55 seconds East 48.17 feet to a point on a curve to the left having a radius of 187.51 feet, the radius point of which bears North 83 degrees 45 minutes 05 seconds East from said point; thence northerly along said curve an arc distance of 23.34 feet to a point which bears North 89 degrees 06 minutes 59 seconds West from said radius point; thence North 00 degrees 53 minutes 01 seconds West 678.27 feet to a point on a curve to the right having a radius of 62.50 feet, the radius point of which bears North 89 degrees 06 minutes 59 seconds East from said point; thence northeasterly along said curve an arc distance of 41.35 feet to a point which bears North 52 degrees 58 minutes 30 seconds West from said radius point, said point being on the west line of a tract of land described in Instrument #2018047972, and said point hereinafter referred to as **Point "A"**; thence South 00 degrees 53 minutes 12 seconds East along said west line 149.73 feet to the southwest corner of said tract of land; thence North 89 degrees 43 minutes 53 seconds East along the south line of said tract of land 11.81 feet; thence South 00 degrees 53 minutes 01 seconds East 566.81 feet to a point on a curve to the right having a radius of 212.51 feet, the radius point of which bears South 89 degrees 06 minutes 59 seconds West from said point; thence southerly along said curve an arc distance of 26.34 feet to a point which bears South 83 degrees 46 minutes 57 seconds East from said radius point; thence South 06 degrees 13 minutes 03 seconds West 51.52 feet; thence South 89 degrees 12 minutes 24 seconds West 10.82 feet to the southwest corner of a tract of land described in Instrument #2019041604; thence South 29 degrees 43 minutes 06 seconds West 1.28 feet to the northeast corner of a tract of land described in Instrument #9909942122; thence



South 00 degrees 54 minutes 55 seconds East along the east line of said tract of land 593.94 feet to the **Point of Beginning**, containing 0.650 acres, more or less.

**Permanent Easement 2:**

Part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East of the Second Principal Meridian, in Hamilton County, Indiana, being described as follows:

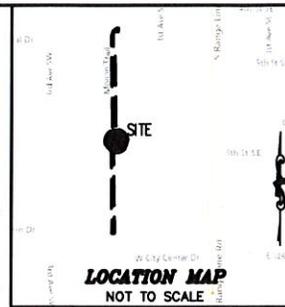
Commencing at aforesaid **Point "A"**; thence North 00 degrees 53 minutes 12 seconds West along the west line of a tract of land described in Instrument #2018047972 as recorded in the Office of the Recorder of Hamilton County, Indiana a distance of 0.27 feet to the northwest corner of said tract of land; thence North 89 degrees 43 minutes 53 seconds East along the north line of said tract of land 0.21 feet to the **Point of Beginning**, also being a point on a curve to the right having a radius of 62.50 feet, the radius point of which bears South 52 degrees 39 minutes 48 seconds East from said point; thence northeasterly along said curve an arc distance of 42.04 feet to a point which bears North 14 degrees 07 minutes 34 seconds West from said radius point, also said point being on the west line of a tract of land described in Instrument #2007016483; thence South 00 degrees 53 minutes 12 seconds East along said west line 22.54 feet to the northeast corner of a tract of land described in said Instrument #2018047972; thence South 89 degrees 43 minutes 53 seconds West along the north line of said tract of land 34.79 feet to the **Point of Beginning**, containing 0.011 acres, more or less.

  
John R. Heshelman  
Registered Land Surveyor S0386  
October 9, 2019



AREA TABLE			
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.
PERMANENT 1		0.650	28,310
PERMANENT 2		0.011	489
ACCESS			

# EXHIBIT A



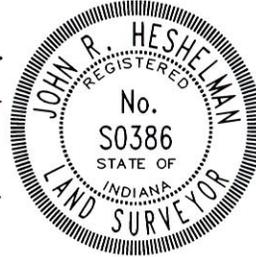
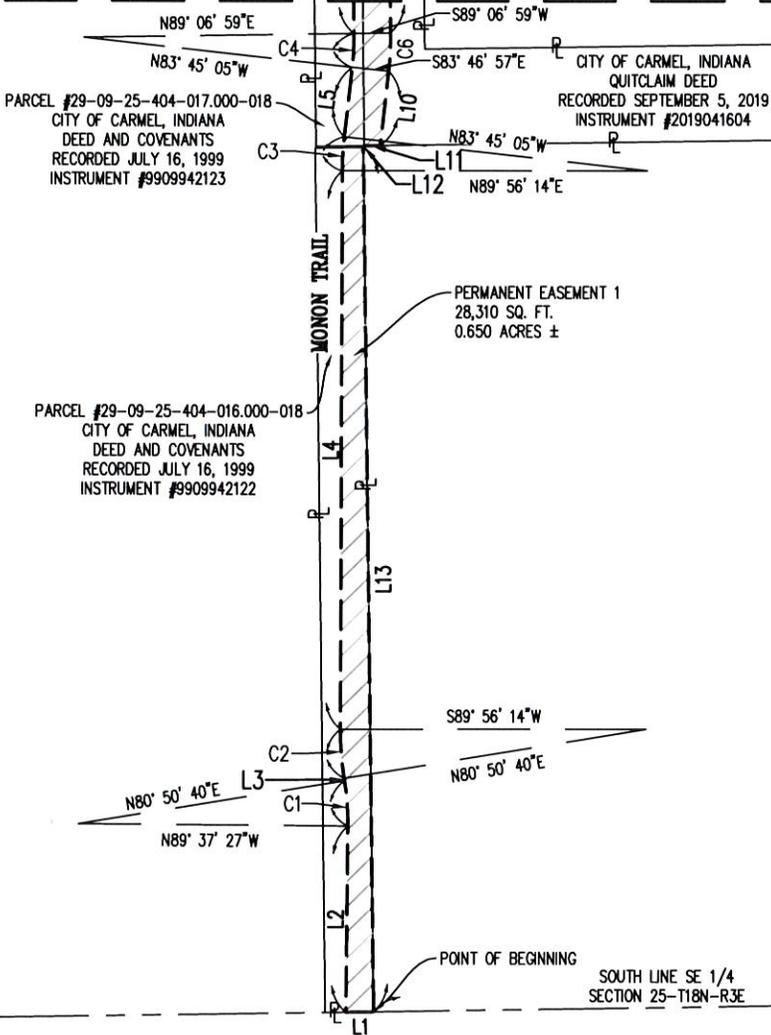
### CERTIFICATION

I, JOHN R. HESHELMAN, CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE REPRESENTED OR CONSTRUED AS A RETRACEMENT, OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT AND IS, THEREFORE, SUBJECT TO ANY GAPS, OVERLAPS OR OTHER INCONSISTENCIES SAID SURVEYS MAY REVEAL.

THIS 9TH DAY OF OCTOBER 2019

*John R. Heshelman*  
JOHN R. HESHELMAN, PLS S0386

MATCH LINE - SEE SHEET 2



NOTE: SEE SHEET 2 FOR LINE AND CURVE TABLES

LEGEND	
POC POINT OF COMMENCEMENT	— SUBJECT EASEMENT
POB POINT OF BEGINNING	— ADJACENT PARCEL
R/W RIGHT OF WAY	

NOTE:  
The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by National Geodetic Survey (NGS) utilizing their Online Positioning User Service (OPUS) software. All coordinates, bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83(2011), US Survey feet) Coordinate System. Combined Scale Factor for this project is 0.99995148. Distances shown hereon are GROUND distances Combined Scale Factor has been applied.

DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006e.dwg

Schneider  
GEOMATICS  
a division of  
The Schneider Corporation

SITE #:		
SEC. 25	TWN. 18 N.	RNG. 03 E.
LAND UNIT:		

DUKE ENERGY INDIANA, LLC  
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF  
**CITY OF CARMEL, INDIANA**

0 MONON BLVD, CARMEL  
HAMILTON COUNTY, INDIANA

DATE: 10/09/2019	SCALE: 1" = 100'
DRAWN BY: MEH	DEED:
CHECK BY: JRH	BOOK #:

TRACT #:	LSC MAP #:
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DUKE ENERGY

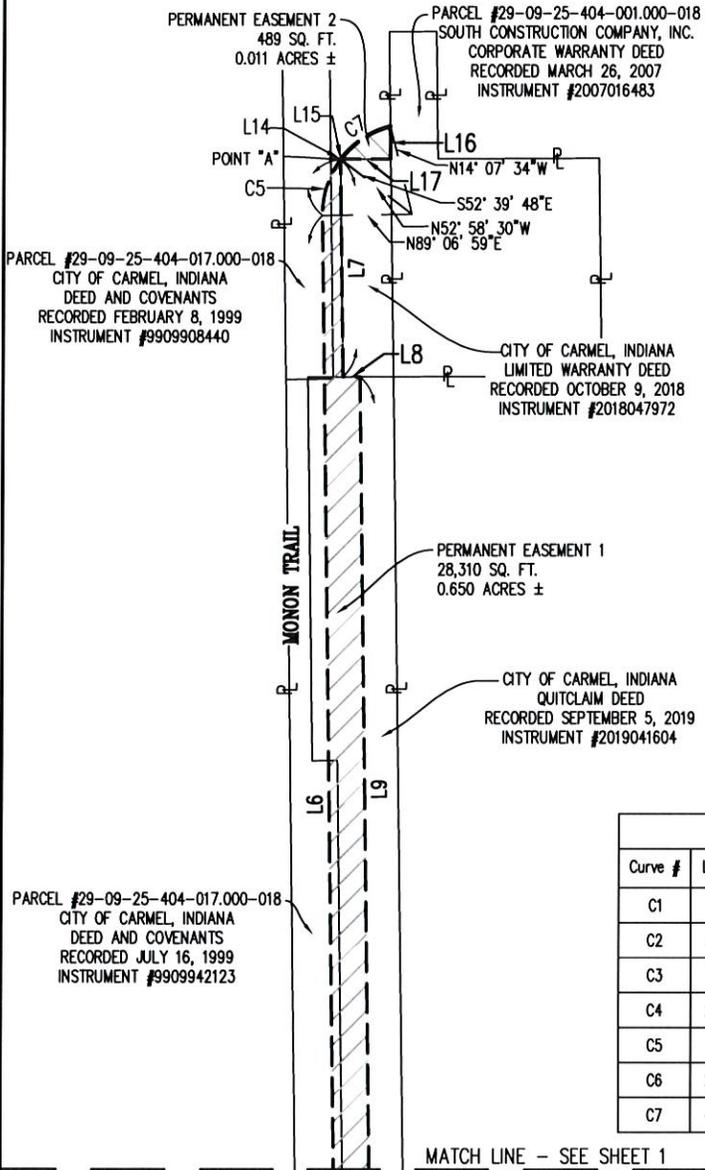
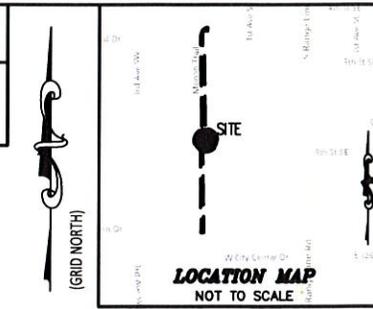
550 S. TRYON STREET CHARLOTTE, N.C.  
28202 TELEPHONE NO. (704)382-2361

1 OF 2

AREA TABLE			
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.
PERMANENT 1		0.650	28,310
PERMANENT 2		0.011	489
ACCESS			

**EXHIBIT A**

50' 0 50' 100'  
SCALE IN FEET



Line Table		
Line #	Direction	Distance
L1	S89° 07' 05"W	18.88'
L2	N00° 22' 33"E	127.86'
L3	N09° 09' 20"W	1.80'
L4	N00° 03' 46"W	383.71'
L5	N06° 14' 55"E	48.17'
L6	N00° 53' 01"W	678.27'
L7	S00° 53' 12"E	149.73'
L8	N89° 43' 53"E	11.81'
L9	S00° 53' 01"E	566.81'
L10	S06° 13' 03"W	51.52'
L11	S89° 12' 24"W	10.82'
L12	S29° 43' 06"W	1.28'
L13	S00° 54' 55"E	593.94'
L14	N00° 53' 12"W	0.27'
L15	N89° 43' 53"E	0.21'
L16	S00° 53' 12"E	22.54'
L17	S89° 43' 53"W	34.79'

Curve Table				
Curve #	Length	Radius	Course In	Course Out
C1	31.19	187.51	N89° 37' 27"W	N80° 50' 40"E
C2	33.72	212.51	N80° 50' 40"E	S89° 56' 14"W
C3	23.41	212.51	N89° 56' 14"E	N83° 45' 05"W
C4	23.34	187.51	N83° 45' 05"E	N89° 06' 59"W
C5	41.35	62.50	N89° 06' 59"E	N52° 58' 30"W
C6	26.34	212.51	S89° 06' 59"W	S83° 46' 57"W
C7	42.04	62.50	S52° 39' 48"E	N14° 07' 34"W

MATCH LINE - SEE SHEET 1

**LEGEND**

POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
R/W RIGHT OF WAY

— SUBJECT EASEMENT  
— ADJACENT PARCEL

DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006e.dwg

**NOTE:**  
The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by National Geodetic Survey (NGS) utilizing their Online Positioning User Service (OPUS) software. All coordinates, bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83(2011), US Survey feet) Coordinate System. Combined Scale Factor for this project is 0.99995148. Distances shown hereon are GROUND distances Combined Scale Factor has been applied.

**Schneider**  
GEOMATICS  
a division of  
The Schneider Corporation

**DUKE ENERGY INDIANA, LLC**  
**EASEMENT EXHIBIT**

EASEMENT ACROSS THE LAND OF  
**CITY OF CARMEL, INDIANA**

0 MONON BLVD, CARMEL  
HAMILTON COUNTY, INDIANA

SITE #:			DATE: 10/09/2019	SCALE: 1" = 100'
SEC. 25	TWN. 18 N.	RNG. 03 E.	DRAWN BY: MEH	DEED:
			CHECK BY: JRH	BOOK #:
LAND UNIT:		TRACT #:	LSC MAP #:	

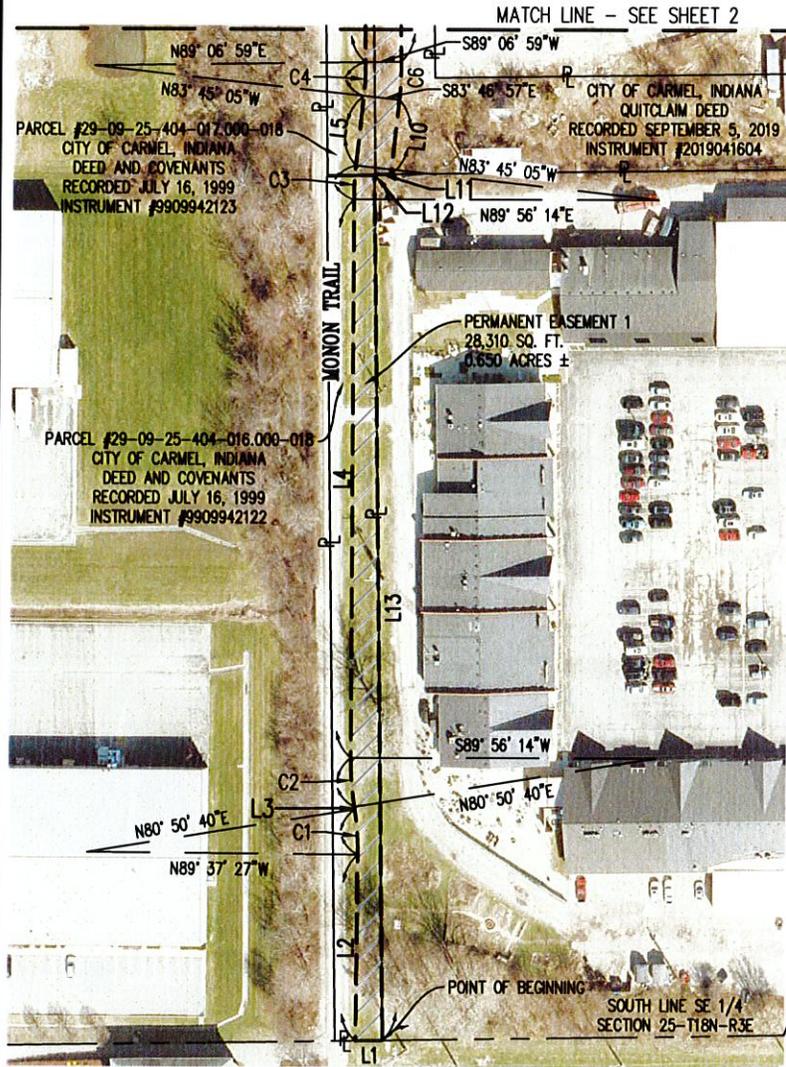
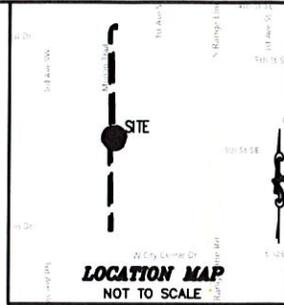
**DUKE ENERGY**

550 S. TRYON STREET CHARLOTTE, N.C.  
28202 TELEPHONE NO. (704)382-2361

2 OF 2

AREA TABLE			
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.
PERMANENT 1		0.650	28,310
PERMANENT 2		0.011	489
ACCESS			

# EXHIBIT A



NOTE: SEE SHEET 2 FOR LINE AND CURVE TABLES

POINT OF COMMENCEMENT  
SE CORNER SE 1/4  
SECTION 25-118N-R3E  
BRASS PIN FOUND  
PER HAMILTON COUNTY  
SURVEYOR REFERENCE TIES  
S89° 07' 05" W 707.40'

LEGEND	
POC POINT OF COMMENCEMENT	— SUBJECT EASEMENT
POB POINT OF BEGINNING	— ADJACENT PARCEL
R/W RIGHT OF WAY	

NOTE:  
The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by National Geodetic Survey (NGS) utilizing their Online Positioning User Service (OPUS) software. All coordinates, bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83(2011), US Survey feet) Coordinate System. Combined Scale Factor for this project is 0.99995148. Distances shown hereon are GROUND distances Combined Scale Factor has been applied.

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**Schneider**  
**GEOMATICS**  
a division of  
The Schneider Corporation

SITE #:		
SEC. 25	TWN. 18 N.	RNG. 03 E.
LAND UNIT:		

**DUKE ENERGY INDIANA, LLC**  
**EASEMENT EXHIBIT**

EASEMENT ACROSS THE LAND OF  
**CITY OF CARMEL, INDIANA**

0 MONON BLVD, CARMEL  
HAMILTON COUNTY, INDIANA

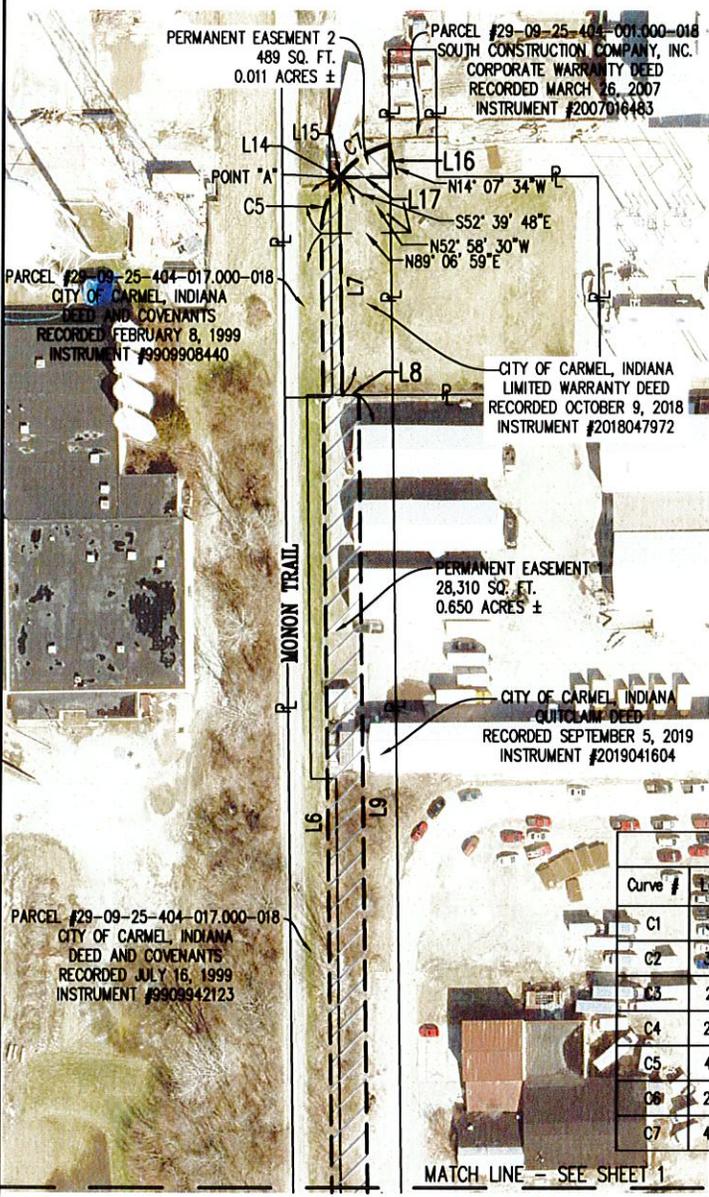
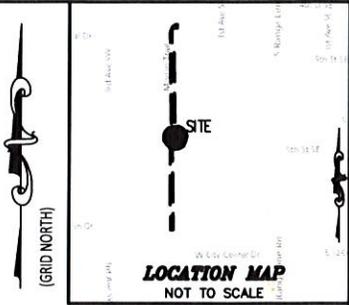
DATE: 10/09/2019	SCALE: 1" = 100'
DRAWN BY: MEH	DEED:
CHECK BY: JRH	BOOK #:

TRACT #:	LSC MAP #:
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**DUKE ENERGY**

550 S. TRYON STREET CHARLOTTE, N.C.  
28202 TELEPHONE NO. (704)382-2361

AREA TABLE				EXHIBIT A
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
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ACCESS				



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C6	26.34	212.51	S89° 06' 59"W	S83° 46' 57"W
C7	42.04	62.50	S52° 39' 48"E	N14° 07' 34"W

**LEGEND**

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 R/W RIGHT OF WAY

————— SUBJECT EASEMENT  
 ——— ADJACENT PARCEL

DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006e.dwg

**NOTE:**  
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Schneider  
GEOMATICS  
a Division of  
The Schneider Corporation

**DUKE ENERGY INDIANA, LLC**  
**EASEMENT EXHIBIT**

EASEMENT ACROSS THE LAND OF  
**CITY OF CARMEL, INDIANA**

0 MONON BLVD, CARMEL  
 HAMILTON COUNTY, INDIANA

SITE #:			DATE: 10/09/2019	SCALE: 1" = 100'
SEC. 25	TWN. 18 N.	RNG. 03 E.	DRAWN BY: MEH	DEED:
LAND UNIT:			CHECK BY: JRH	BOOK #:
TRACT #:		LSC MAP #:		



**DUKE ENERGY**

550 S. TRYON STREET CHARLOTTE, N.C.  
 28202 TELEPHONE NO. (704)382-2361



## GRANT OF TRANSMISSION EASEMENT

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

Situate in Section 25, Township 18N, Range 3E, Clay Township, Hamilton County, State of Indiana; being a part of a tract as recorded in Instrument Number 9909942122 and Instrument Number 9909908440 and Instrument Number 9909942123 and Instrument Number 2019041604, and Instrument Number 2018047972, in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Grantor's Property"); and being more particularly described as follows:

Said easement area being described and shown on a survey drawing marked Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

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

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent

*For Grantee's Internal Use:*

*Line Name/No: CARMEL GUILFORD RD SUB 545 TO CARMEL 1ST AVE SUB Site - 106063*

*Tract No: NA*

*Job Control #T1553RL1*

*LU#*

*Prep/Chk: RPH/JBS Exec/Rec: \_\_\_\_\_*

*Dwg/Fac Ref.: EXHIBIT "A"*

*Prepared Date: 9/28/18*

such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. [Intentionally omitted.]

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

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction; provided, if there is not an emergency situation, Grantee has given Grantor at least fifteen (15) days prior written notice to the Department of Engineering, Attention City Engineer, One Civic Square, Carmel, Indiana 46032 and to the Department of Law, Attention Corporation Counsel, One Civic Square, Carmel, Indiana 46032 before such removal.

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

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

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

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

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and

shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. Except as otherwise provided in this Easement, the exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

12. Grantor and Grantee have entered into that certain Phases I and III Transmission Relocation Agreement effective September 20, 2017, as may be amended (“Agreement”), which incorporates by reference and attachment that certain Memorandum of Understanding effective November 30, 2016 between Grantor and Grantee (“MOU”). To the extent a term and condition in this Easement is inconsistent with a term and condition in the Agreement or the MOU, the order of priority in the event of said conflict shall be in descending order as follows: (a) any Amendment to the Agreement signed by both Parties; (b) the Agreement; (c) the MOU; (d) exhibits to the Agreement; (e) exhibits to the MOU; and (f) this Easement. Any capitalized terms used in this Easement and not defined herein shall have the meaning ascribed to such terms in the Agreement and the MOU, as applicable.

[Signature page(s) follow.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Transmission Easement to be signed by its duly authorized representative(s), effective the \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF CARMEL, INDIANA, Grantor**  
By and through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke and Lori Watson, by me known to be the Members of the City of Camel Board of Public Works and Safety, and Sue Wolfgang, Clerk of the City of Carmel, who acknowledged the execution of the foregoing "Grant of Transmission Easement" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

Commission Expiration: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

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

\_\_\_\_\_  
Notary Public - Printed

My Indiana Commission Number: \_\_\_\_\_

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

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Ryan Hart.



## Exhibit "A"

Carmel Underground Phase 2  
Permanent Easement  
Part of SE 1/4  
Sec 25-T18N-R3E  
Clay Township  
Hamilton County, Indiana

City of Carmel, Indiana  
Deed and Covenants  
Recorded July 16, 1999  
Instrument #9909942122

Deed and Covenants  
Recorded July 16, 1999  
Instrument #9909942123

Deed and Covenants  
Recorded February 8, 1999  
Instrument #9909908440

Quitclaim Deed  
Recorded September 5, 2019  
Instrument #2019041604

Limited Warranty Deed  
Recorded October 9, 2018  
Instrument #2018047972

Parcel #29-09-25-404-016.000-018  
Parcel #29-09-25-404-017.000-018

30,880 square feet Permanent Easement  
0.709 acres +/- Permanent Easement

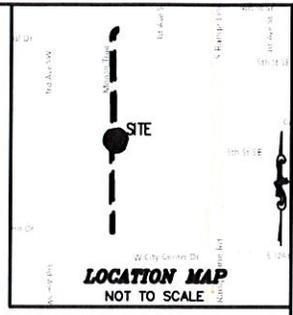
### Permanent Easement:

Part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East of the Second Principal Meridian, in Hamilton County, Indiana, being described as follows:

Commencing at the southeast corner of said quarter section; thence South 89 degrees 07 minutes 05 seconds West (grid bearings based on Indiana State Plane East Zone) along the south line of said quarter section 707.40 feet (all distances in this description are horizontal ground distances) to the **Point of Beginning**, also being the southeast corner of a tract of land described in Instrument #9909942122 as recorded in the Office of the Recorder of Hamilton County, Indiana; thence continuing South 89 degrees 07 minutes 05 seconds West along the south line of said tract of land 18.88 feet; thence North 00 degrees 22 minutes 33 seconds East 127.86 feet to a point on a curve to the left having a radius of 187.51 feet, the radius point of which bears North 89 degrees 37 minutes 27 seconds West from said point; thence northerly along said curve an arc distance of 31.19 feet to a point which bears North 80 degrees 50 minutes 40 seconds East from said radius point; thence North 09 degrees 09 minutes 20 seconds West 1.80 feet to a point on a curve to the right having a radius of 212.51 feet, the radius point of which bears North 80 degrees 50 minutes 40 seconds East from said point; thence northerly along said curve an arc distance of 33.72 feet to a point which bears South 89 degrees 56 minutes 14 seconds West from said radius point; thence North 00 degrees 03 minutes 46 seconds West 383.71 feet to a point on a curve to the right having a radius of 212.51 feet, the radius point of which bears North 89 degrees 56 minutes 14 seconds East from said point; thence northeasterly along said curve an arc distance of 23.41 feet to a point which bears North 83 degrees 45 minutes 05 seconds West from said radius point; thence North 06 degrees 14 minutes 55 seconds East 48.17 feet to a point on a curve to the left having a radius of 187.51 feet, the radius point of which bears North 83 degrees 45 minutes 05 seconds West from said point; thence northerly along said curve an arc distance of 23.34 feet to a point which bears North 89 degrees 06 minutes 59 seconds East from said radius point; thence North 00 degrees 53 minutes 01 second West 678.27 feet to a point on a curve to the right having a radius of 62.50 feet, the radius point of which bears North 89 degrees 06 minutes 59 seconds East from said point; thence northeasterly along said curve an arc distance of 83.73 feet to a point which bears North 14 degrees 07 minutes 34 seconds West from said radius point, said point being on the west line of a tract of land described in Instrument #2007016483; thence South 00 degrees 53 minutes 45 seconds East along said west line and the east line of a tract of land described in Instrument #2018047972 a distance of 26.18 feet to a point on a curve to the left having a radius of 37.50 feet, the radius point of which bears South 23 degrees 19 minutes 07 seconds East from said point; thence southwesterly along said curve an arc distance of 44.22 feet to a point which bears South 89 degrees 06 minutes 59 seconds West from said radius point; thence South 00 degrees 53 minutes 01 second East 678.27 feet to a curve to the right having a radius of 212.51 feet, the radius point of which bears South 89 degrees 06 minutes 59 seconds West from said point; thence southerly along said curve an arc distance of 26.34 feet to a point which bears South 83 degrees 46 minutes 57 seconds East from said radius point; thence South 06 degrees 13 minutes 03 seconds West 51.52 feet; thence South 89 degrees 12 minutes 24 seconds West 10.82 to the southwest corner of a tract of land described in Instrument #2019041604; thence South 29 degrees 43 minutes 06 seconds West 1.28 feet to the northeast corner of a tract of land described in Instrument #9909942122; thence South 00 degrees 54 minutes 55 seconds East along the east line of said tract of land 593.94 feet to the **Point of Beginning**, containing 0.709 acres, more or less.

  
John R. Heshelman  
Registered Land Surveyor S0386  
October 28, 2019

AREA TABLE				EXHIBIT A
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PERMANENT		0.709	30,880	
TAP LINE R/W				
ACCESS				



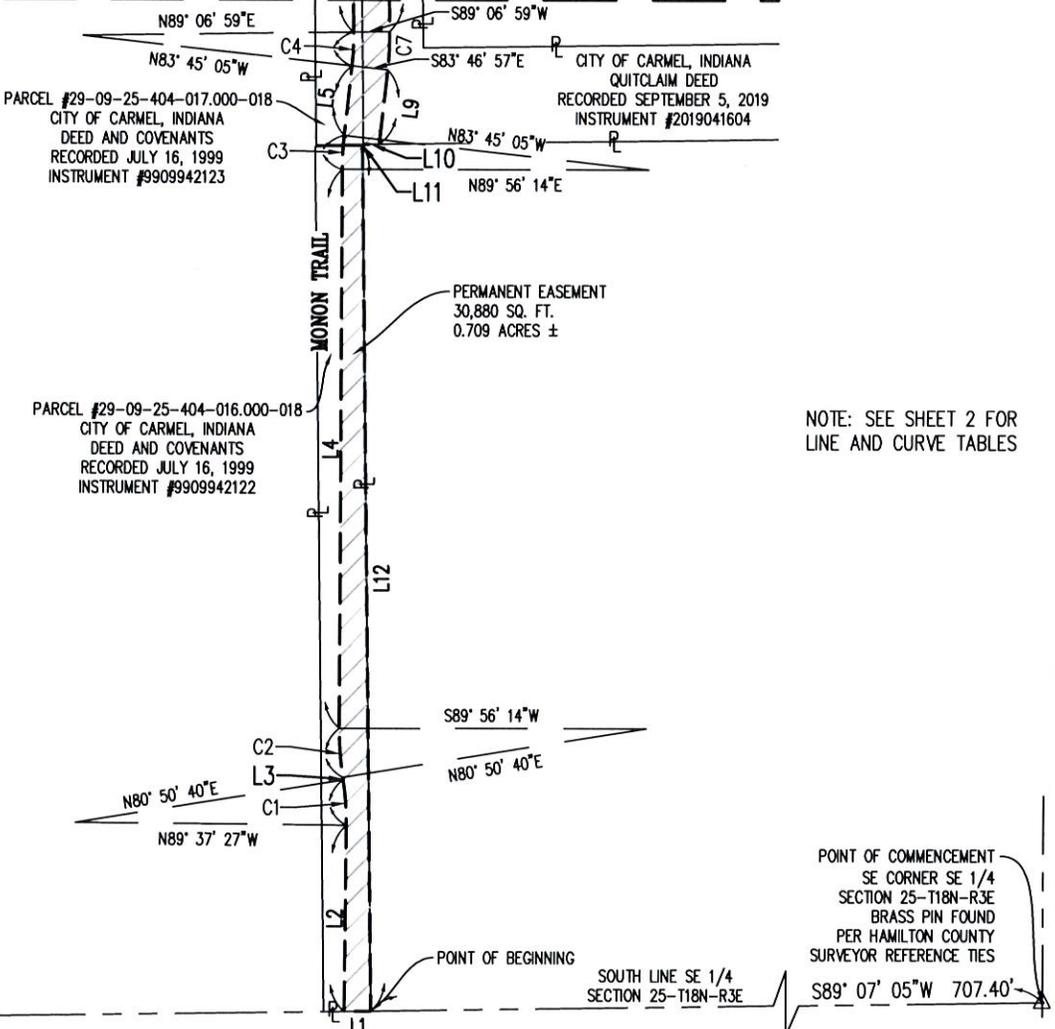
**CERTIFICATION**

I, JOHN R. HESHELMAN, CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE REPRESENTED OR CONSTRUED AS A RETRACEMENT, OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT AND IS, THEREFORE, SUBJECT TO ANY GAPS, OVERLAPS OR OTHER INCONSISTENCIES SAID SURVEYS MAY REVEAL.

THIS 28TH DAY OF OCTOBER 2019

*John R. Heshelman*  
JOHN R. HESHELMAN, PLS S0386

MATCH LINE - SEE SHEET 2



NOTE: SEE SHEET 2 FOR LINE AND CURVE TABLES

POINT OF COMMENCEMENT  
SE CORNER SE 1/4  
SECTION 25-T18N-R3E  
BRASS PIN FOUND  
PER HAMILTON COUNTY  
SURVEYOR REFERENCE TIES  
S89° 07' 05"W 707.40'

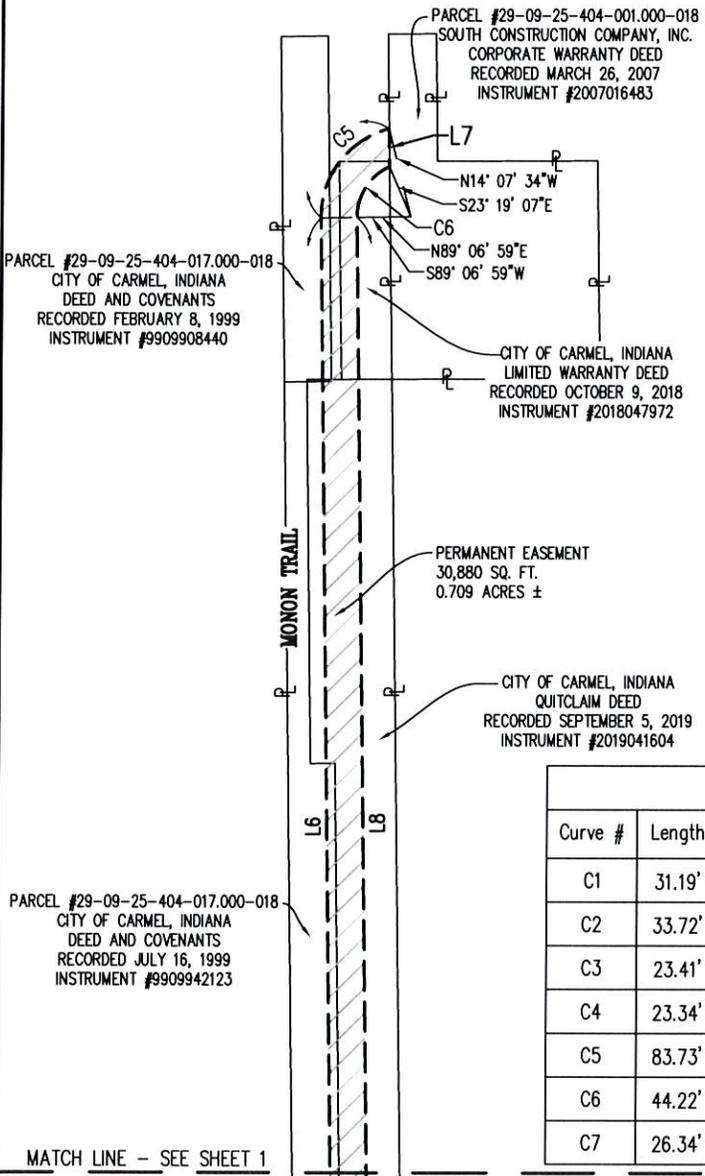
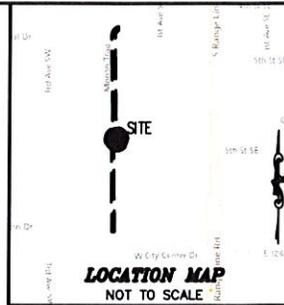
LEGEND	
POC POINT OF COMMENCEMENT	— SUBJECT EASEMENT
POB POINT OF BEGINNING	— ADJACENT PARCEL
R/W RIGHT OF WAY	

NOTE:  
The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by National Geodetic Survey (NGS) utilizing their Online Positioning User Service (OPUS) software. All coordinates, bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83(2011), US Survey feet) Coordinate System. Combined Scale Factor for this project is 0.99995148. Distances shown hereon are GROUND distances Combined Scale Factor has been applied.

REVISED 10/28/2019 MEH  
DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006.e.dwg

	DUKE ENERGY INDIANA, LLC		
	EASEMENT EXHIBIT		
	EASEMENT ACROSS THE LAND OF <b>CITY OF CARMEL, INDIANA</b> 0 MONON BLVD, CARMEL HAMILTON COUNTY, INDIANA		
SITE #:	DATE: 10/28/2019	COUNTY: 1" = 100'	550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361
SEC. 25	TWN. 18 N.	DEED:	
RNG. 03 E.	CHECK BY: JRH	BOOK #:	
LAND UNIT:	TRACT #:	LSC MAP #:	1 OF 2

AREA TABLE				EXHIBIT A
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PERMANENT		0.709	30,880	
TAP LINE R/W				
ACCESS				



Line Table		
Line #	Direction	Distance
L1	S89° 07' 05\"W	18.88'
L2	N00° 22' 33\"E	127.86'
L3	N09° 09' 20\"W	1.80'
L4	N00° 03' 46\"W	383.71'
L5	N06° 14' 55\"E	48.17'
L6	N00° 53' 01\"W	678.27'
L7	S00° 53' 45\"E	26.18'
L8	S00° 53' 01\"E	678.27'
L9	S06° 13' 03\"W	51.52'
L10	S89° 12' 24\"W	10.82'
L11	S29° 43' 06\"W	1.28'
L12	S00° 54' 55\"E	593.94'

Curve Table				
Curve #	Length	Radius	Course In	Course Out
C1	31.19'	187.51'	N89° 37' 27\"W	N80° 50' 40\"E
C2	33.72'	212.51'	N80° 50' 40\"E	S89° 56' 14\"W
C3	23.41'	212.51'	N89° 56' 14\"E	N83° 45' 05\"W
C4	23.34'	187.51'	N83° 45' 05\"W	N89° 06' 59\"E
C5	83.73'	62.50'	N89° 06' 59\"E	N14° 07' 34\"W
C6	44.22'	37.50'	S23° 19' 07\"E	S89° 06' 59\"W
C7	26.34'	212.51'	S89° 06' 59\"W	S83° 46' 57\"E

**LEGEND**

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 R/W RIGHT OF WAY

————— SUBJECT EASEMENT  
 ——— ADJACENT PARCEL

REVISED 10/28/2019 MEH  
 DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006e.dwg

**NOTE:**  
 The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by National Geodetic Survey (NGS) utilizing their Online Positioning User Service (OPUS) software. All coordinates, bearings, distances and coordinates are referenced to the Indiana State Plane – East Zone (NAD83(2011), US Survey feet) Coordinate System. Combined Scale Factor for this project is 0.99995148. Distances shown hereon are GROUND distances Combined Scale Factor has been applied.



**Schneider  
GEOMATICS**  
a division of  
The Schneider Corporation

**DUKE ENERGY INDIANA, LLC**  
**EASEMENT EXHIBIT**

EASEMENT ACROSS THE LAND OF  
**CITY OF CARMEL, INDIANA**

0 MONON BLVD, CARMEL  
 HAMILTON COUNTY, INDIANA

SITE #:			DATE: 10/28/2019	SCALE: 1" = 100'
SEC. 25	TWN. 18 N.	RNG. 03 E.	DRAWN BY: MEH	DEED:
			CHECK BY: JRH	BOOK #:
LAND UNIT:		TRACT #:	LSC MAP #:	



**DUKE  
ENERGY®**

550 S. TRYON STREET CHARLOTTE, N.C.  
 28202 TELEPHONE NO. (704)382-2361

AREA TABLE			
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.
PERMANENT		0.709	30,880
TAP LINE R/W			
ACCESS			

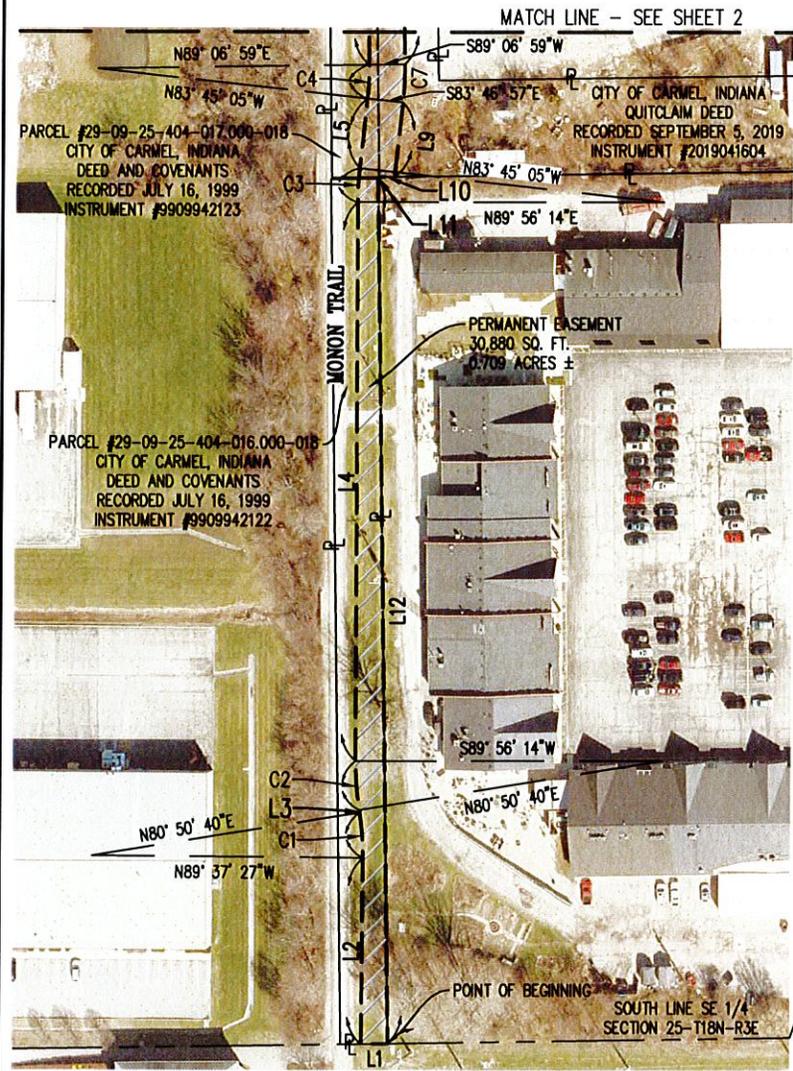
**EXHIBIT A**

50' 0 50' 100'

SCALE IN FEET

(GRID NORTH)

**LOCATION MAP**  
NOT TO SCALE



NOTE: SEE SHEET 2 FOR  
LINE AND CURVE TABLES

POINT OF COMMENCEMENT  
SE CORNER SE 1/4  
SECTION 25-T18N-R3E  
BRASS PIN FOUND  
PER HAMILTON COUNTY  
SURVEYOR REFERENCE TIES

S89° 07' 05" W 707.40'

**LEGEND**

POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
R/W RIGHT OF WAY

— SUBJECT EASEMENT  
— ADJACENT PARCEL

REVISED 10/28/2019 MEH  
DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006e.dwg

NOTE:  
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**EASEMENT EXHIBIT**

EASEMENT ACROSS THE LAND OF  
**CITY OF CARMEL, INDIANA**

0 MONON BLVD, CARMEL  
HAMILTON COUNTY, INDIANA

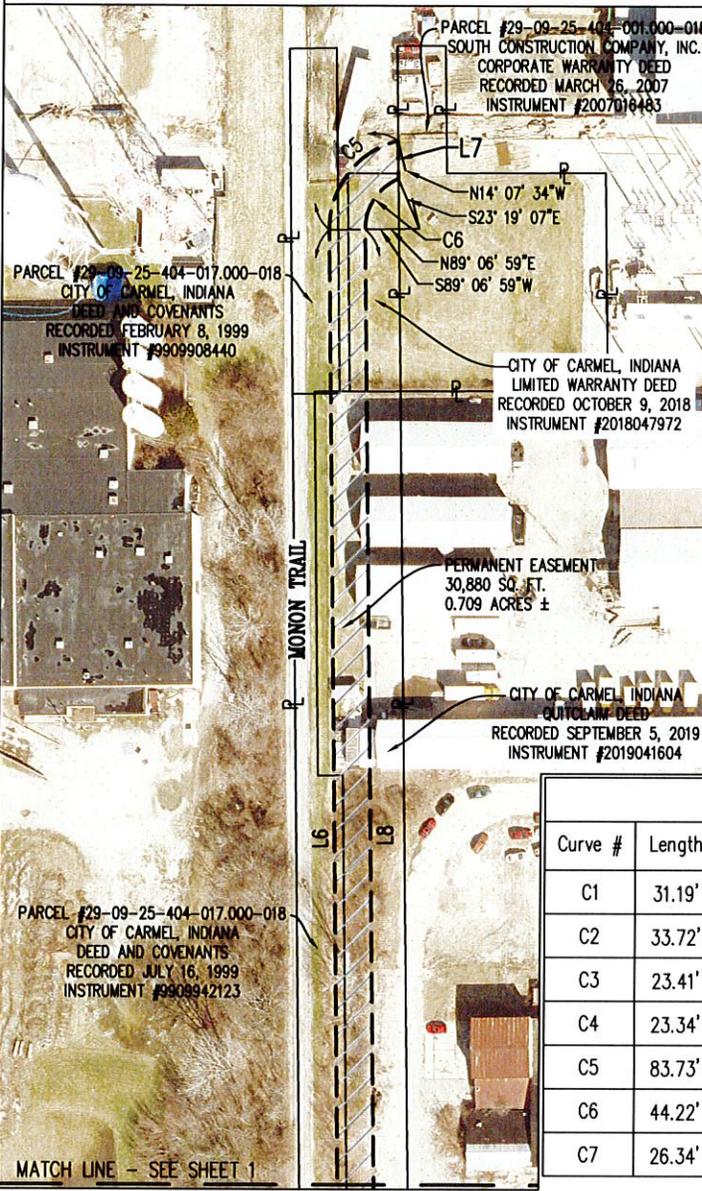
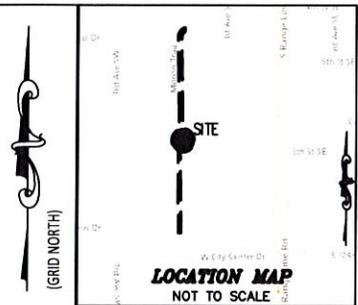
SITE #:			DATE: 10/28/2019	SCALE: 1" = 100'
SEC. 25	TWN. 18 N.	RNG. 03 E.	DRAWN BY: MEH	DEED:
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TRACT #:			LSC MAP #:	

**DUKE  
ENERGY**

550 S. TRYON STREET CHARLOTTE, N.C.  
28202 TELEPHONE NO. (704)382-2361

1 OF 2

AREA TABLE				EXHIBIT A
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ACCESS				



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**LEGEND**

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 R/W RIGHT OF WAY

— SUBJECT EASEMENT  
 — ADJACENT PARCEL

REVISED 10/28/2019 MEH  
 DRAWING FILE: T:\10k\10258\006\dwgs\2019-10-03\10258006.e.dwg

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**EASEMENT EXHIBIT**

EASEMENT ACROSS THE LAND OF  
**CITY OF CARMEL, INDIANA**

0 MONON BLVD, CARMEL  
 HAMILTON COUNTY, INDIANA

SITE #:			DATE: 10/28/2019	SCALE: 1" = 100'
SEC. 25	TWN. 18 N.	RNG. 03 E.	DRAWN BY: MEH	DEED:
			CHECK BY: JRH	BOOK #:
LAND UNIT:		TRACT #:	LSC MAP #:	



**DUKE  
ENERGY®**

550 S. TRYON STREET CHARLOTTE, N.C.  
 28202 TELEPHONE NO. (704)382-2361



## GRANT OF DISTRIBUTION EASEMENT

Pt. Parcel # 29-09-36-000-008.001-018

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

Situate in Section 36, Township 18 North, Range 3 East, Clay Township, Hamilton County, State of Indiana; being a part of a tract as recorded in **Instrument Number 2017010008** in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Grantor's Property"), and being more particularly described as follows:

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

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

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

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

*For Grantee's Internal Use:*

*Line Name/No: Carmel UG*

*Tract No : 8*

*Job Control# \_\_\_\_\_*

*LU# \_\_\_\_\_*

*Prep/Chk: ALB/MRJ Exec./Rec.: \_\_\_\_*

*Dwg/Fac. Ref.: Exhibit "A"*

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

*KD\_10731415\_2.docx*

3. [Intentionally Omitted].

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

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction; provided, if there is not an emergency situation, Grantee has given Grantor at least fifteen (15) days prior written notice to the Department of Engineering, Attention City Engineer, One Civic Square, Carmel, Indiana 46032 and to the Department of Law, Attention Corporation Counsel, One Civic Square, Carmel, Indiana 46032, before such removal.

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

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

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

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

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and

Grantee, as used herein, shall be deemed to be plural, when required to be so. Except as otherwise provided herein, the exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

12. Grantor and Grantee have entered into that certain Phase I and III Transmission Relocation Agreement effective September 20, 2017, as may be amended (“Transmission Agreement”), along with the associated Phase I Distribution Relocation Agreement effective August 15, 2018, as may be amended (“Distribution Agreement”). To the extent a term and condition in this Easement is inconsistent with a term and condition in the Transmission Agreement or the Distribution Agreement, the order of priority in the event of said conflict shall be in descending order as follows: (a) the Transmission Agreement; (b) the Distribution Agreement; and (c) this Easement. Any capitalized terms used in this Easement and not defined herein shall have the meaning ascribed to such terms in the Transmission Agreement and the Distribution Agreement, as applicable.

Signature page(s) follow.

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF CARMEL, INDIANA, Grantor**

By and through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

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

STATE OF INDIANA        )  
  ) ss:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke, and Lori Watson by me known to be Members of the City of Carmel Board of Public Works and Safety, and Sue Wolfgang by me known to be the Clerk of the City of Carmel, Indiana who acknowledged the execution of the foregoing "Grant of Distribution Easement" on behalf of the City of Carmel, Indiana.

**WITNESS** my hand and notarial seal, this day \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Signed Name: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

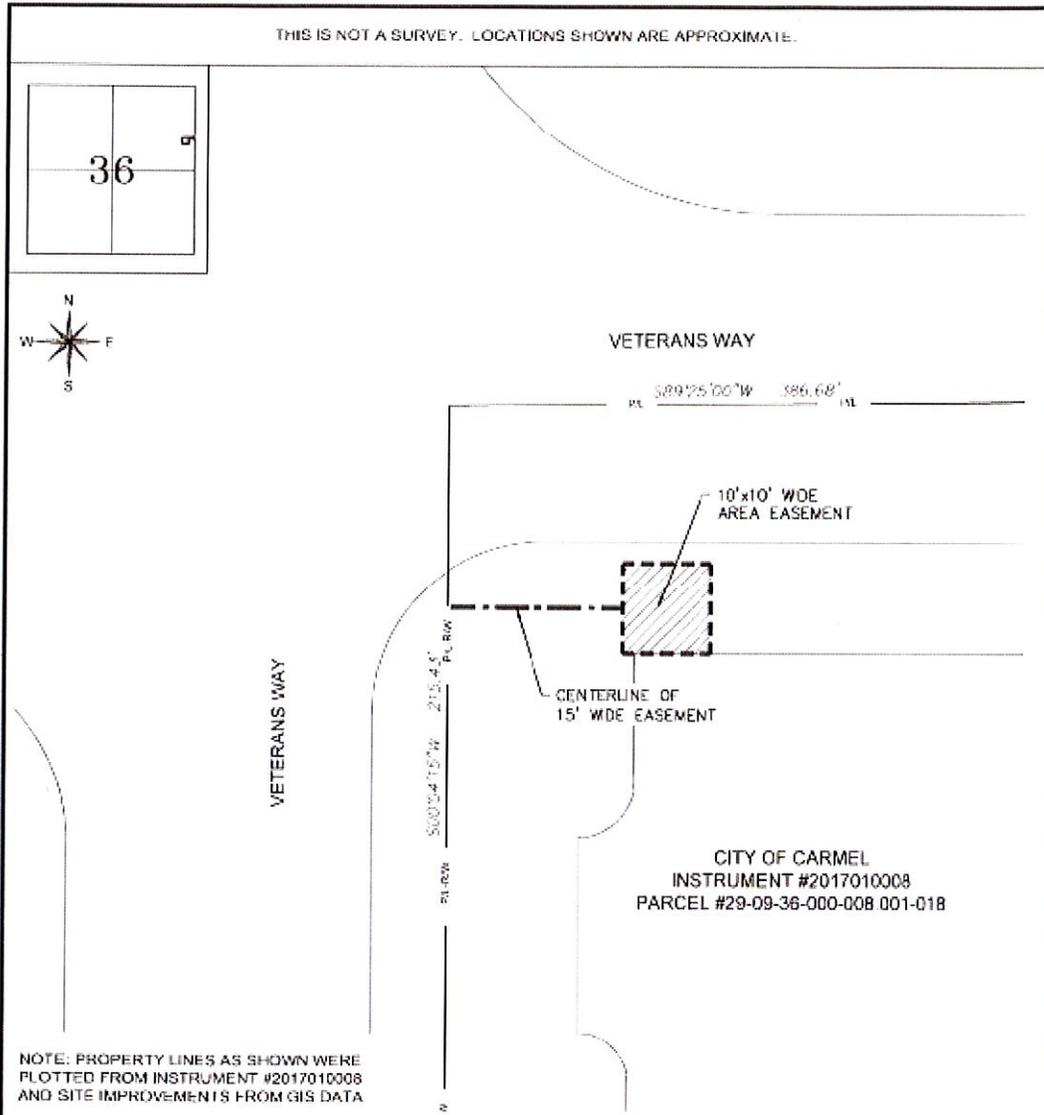
Printed Name: \_\_\_\_\_

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

This Instrument Prepared by Tammy K. Haney, Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, IN 46032-5407.

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. Tammy K. Haney

## EXHIBIT A

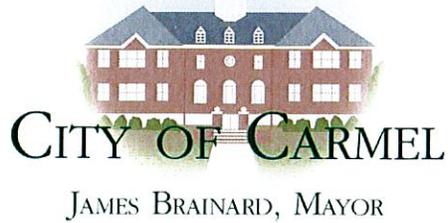


# HAMILTON COUNTY, INDIANA

SITE NAME: CLAY TOWNSHIP SECTION 36 TOWNSHIP 18N RANGE 3E



<b>DR.</b> AM	EXHIBIT MAP OF:	EASEMENT
<b>CK.</b> MT	LOCATION:	3 VETERANS WAY, CARMEL, IN
<b>DATE</b> 05/13/2019	EXHIBIT MAP FOR:	CITY OF CARMEL
		<b>EXHIBIT 'A'</b> EMAX #27511874



April 24, 2020

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

**RE: TAKE 5 QUICK LUBE – GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT**

Dear Board Members:

Mr. Eliot Smith, on behalf of the property owner, has requested the City accept a Grant of Perpetual Storm Water Quality Management Easement for the proposed Take 5 Quick Lube. There is 1 easement area as described in exhibit 'A' of the easement document.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STORMWATER VARIANCES & EASEMENTS\TAKE 5 QUICK LUBE-STORM WATER EASEMENT.docx

**Cross Reference to Deed: Instrument No. 2019-66085**

**GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT**



This easement (the "Easement") is by and between T5 Michigan Road, LLC, (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

**WITNESSETH THAT:**

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Real Estate");

WHEREAS, Grantor intends to develop a Take 5 Oil Change center (Take 5) on the Real Estate and, in connection with the construction, development and operation of the Take 5, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the "Ordinances").

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibit "A" in two parts (the "Easement Area").

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, and structural and non-structural best management practices (collectively the "Storm Water Quality System") to be constructed, installed and maintained by Grantor, at Grantor's expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances. Grantee agrees to provide Grantor notice that Grantee will enter the easement area at least 24 hours in advance of entering the easement, except in cases of a bona fide emergency, wherein as much prior notice as reasonably possible under the circumstances will be provided.

Section 4. Maintenance and Repair. It shall be Grantor's obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof, such that (i) the effectiveness and performance of the Storm Water Quality System is not diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing. For purposes of this document, reasonable notice is thirty (30) days written notice delivered via the United States Postal Service to 9799 North Michigan Rd. Carmel, IN 46032, except in the case of a bona fide emergency, in which case as much notice as is reasonably possible under the circumstances will be provided.

Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

T5 Michigan Road LLC  
By J Elliot Smith  
J Elliot Smith, Member  
Date: 4/3/20

STATE OF INDIANA )  
 )SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared J Elliot Smith, who acknowledged execution of the foregoing Easement for and on behalf of T5 Michigan Road LLC

Witness my hand and Notarial Seal this 3 day of April, 2020

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

[Signature]  
Notary Public

Residing in \_\_\_\_\_ County

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



**CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY**

\_\_\_\_\_  
James Brainard, Mayor

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

\_\_\_\_\_  
Mary Ann Burke

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

\_\_\_\_\_  
Lori Watson

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

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

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

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

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

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Mary Ann Burke, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

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

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Lori Watson, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

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

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Sue Wolfgang, the Clerk of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

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

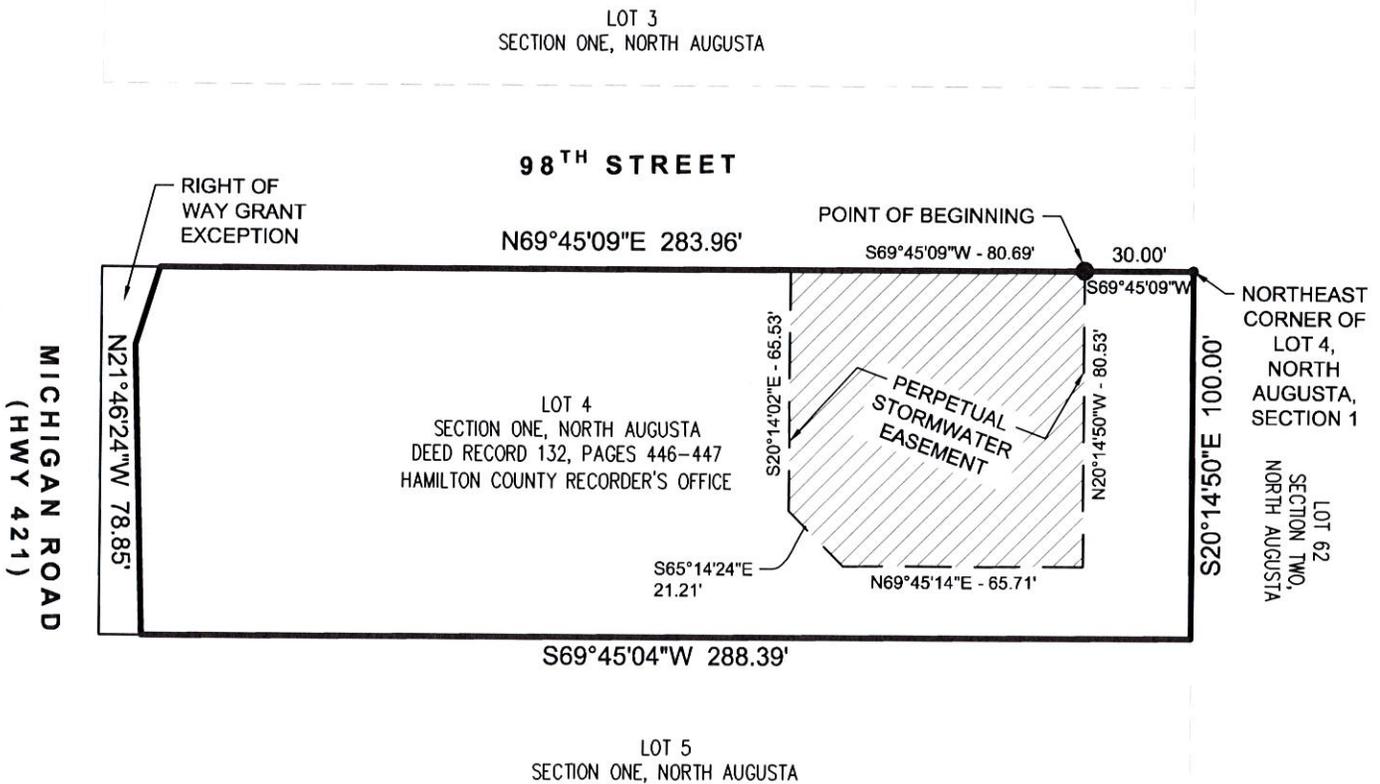
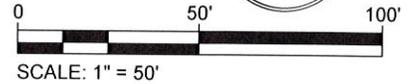
Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Douglas C. Haney, Esq.

Prepared by: Douglas C. Haney, Corporation Counsel, One Civic Square, Carmel, IN 46032

Return to: Jeremy Kashman, P.E., City Engineer, One Civic Square, Carmel, IN 46032

# EXHIBIT 'A'

## PERPETUAL STORMWATER QUALITY MANAGEMENT EASEMENT



### LAND DESCRIPTION:

PART OF LOT 4 IN FIRST SECTION OF NORTH AUGUSTA, AN ADDITION IN HAMILTON COUNTY, INDIANA AS PER PLAT THEREOF RECORDED IN DEED RECORD 132, PAGES 446-447 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF LOT 4; THENCE S69°46'09"W 30.00 FEET ALONG THE NORTHERN LINE OF LOT 4 TO THE POINT OF BEGINNING OF THIS DESCRIBED EASEMENT; THENCE S69°46'09"W A DISTANCE OF 80.69 FEET ALONG THE NORTHERN LINE OF LOT 4; THENCE S20°14'02"E A DISTANCE OF 65.53 FEET; THENCE S65°14'24"E A DISTANCE OF 21.21 FEET; THENCE N69°45'14"W A DISTANCE OF 65.71 FEET; THENCE N20°14'02"W A DISTANCE OF 80.53 FEET TO THE POINT OF BEGINNING, CONTAINING 6,286 SQUARE FEET OR 0.147 ACRES, MORE OR LESS.

# Memo

**To:** Doug Haney, Corporation Counsel

**From:** Lisa Scott

**CC:** Jeremy Kashman

**Date:** 04/10/20

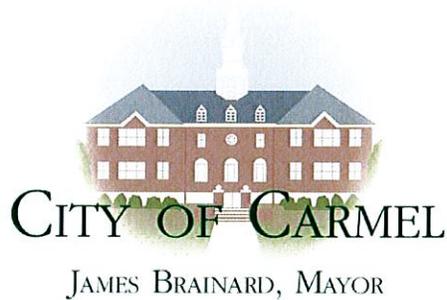
**Re:** Grant of Perpetual Storm Water Quality Management Easement – T5 Michigan Road, LLC (Take 5 Oil Center)

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Doug, please review the attached storm water quality management easement for T5 Michigan Road, LLC. Document has not been signed.

Thank you,

Lisa Scott



May 6, 2020

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

**RE: NEW CURB CUT, STREET CUT AND CLOSURE – 320 SHOSHONE DRIVE**

Dear Board Members:

Wedgewood Building Company has requested approval of a new curb cut, street cut and closure for construction of a new single family residence at 320 Shoshone Drive. The street cut and closure is required to provide utility connections to the new residence (Exhibit attached).

The Department of Engineering recommends that the Board approve the requested curb cut, street cut and closure contingent upon satisfaction of the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The portion of the proposed entrance within the right of way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6) and standard detail 10-21B.
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of the street. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- 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.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2019\CURB CUTS & CONST. ENTRANCES\CURB CUT AND CLOSURE-320 SHOSHONE.docx

**AUMAN'S ADDITION**

**PLOT PLAN**

**LOT #36**  
**CITY OF CARMEL, INDIANA**  
**520 SHOSHONE DRIVE**

**PREPARED FOR**  
**WEDGEWOOD BUILDERS**

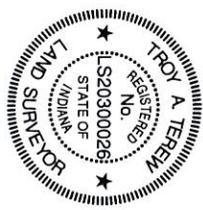
LOT SIZE: 15,677 SQ.FT.  
 CONC. DRIVEWAY: 1,527± SQ.FT.  
 PRIVATE WALK: 33± SQ.FT.

IMPERVIOUS COVERAGE: 4,864± SQ.FT.  
 IMPERVIOUS %: 31.0% LOT COVERAGE  
 DISTURBED AREA: 0.24± AC.

CITY OF CARMEL NOTE:

- 1) THAT PORTION OF DRIVEWAY WITHIN SHOSHONE RIGHT-OF-WAY SHALL CONFORM TO CITY STANDARDS IN ALL RESPECTS.
- 2) ALL KNOWN, PLATTED AND PROPOSED EASEMENTS SHOWN ON THIS PLOT PLAN.

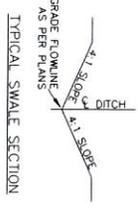
*S.A.E.*



**NOTE:**

- IF HOMEOWNER DECIDES TO ALTER DRIVE WITHIN R/W, DRIVE ENTRY TO CONFORM WITH CITY OF CARMEL STANDARD PLAN 10-21A. CHANGES TO DRIVEWAY WITHIN R/W MAY REQUIRE BOARD OF PUBLIC WORKS APPROVAL.
- THE LOCATIONS, DIMENSIONS, AND WIDTH ALONG THE PROPOSED PUBLIC SIDEWALK WERE SCALED OR TAKEN FROM AN ENGINEERING CONSTRUCTION PLANS PREPARED BY OTHERS OR AS PROVIDED.
- VERIFY SANITARY LATERAL LOCATION PRIOR TO CONSTRUCTION
- IT SHALL BE THE RESPONSIBILITY OF THE BUILDER/CONTRACTOR TO VERIFY THE BUILDING DIMENSIONS, BUILDING LOCATIONS, THE LOCATION OF OTHER PERTINENT FEATURES AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. THE BUILDER/CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING BUILDING PERMITS ONLY AND SHALL NOT BE USED FOR ANY OTHER PURPOSE.

- 1) NEW 1" WATER SERVICE, REPLACE WATER METER PIT AS NECESSARY
- 2) NEW SUMP DRAIN, CORE IN TO SIDE OF BEEHIVE INLET PER CARMEL STANDARDS FOR OUTLET.
- 3) ROOF DRAINS TO DISCHARGE TO SIDE OF BEEHIVE INLET PER CARMEL



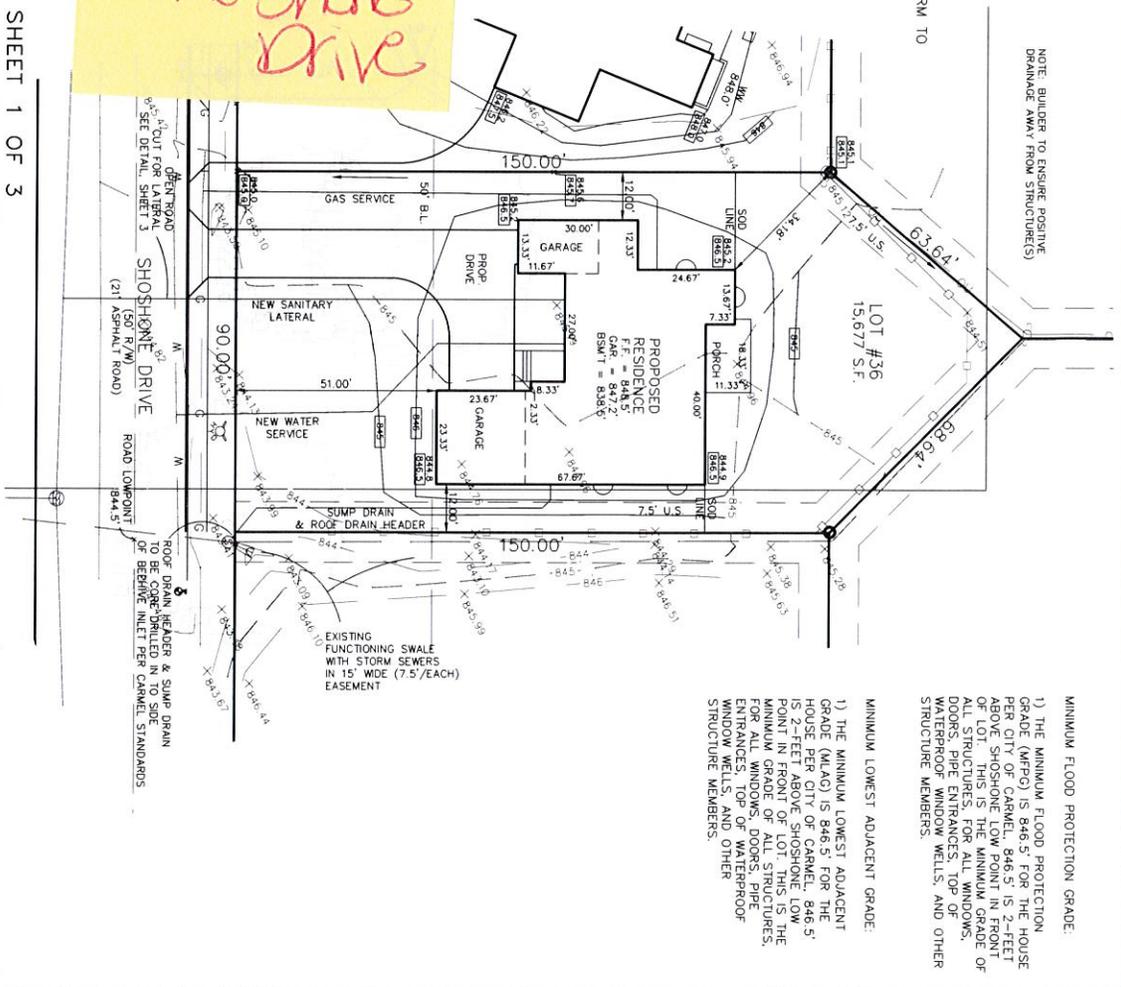
000.0 - EXISTING GRADE  
 000.0 - PROPOSED GRADE

**TRUE NORTH**

LAND DEVELOPMENT CONSULTING & LAND SURVEYING SERVICES  
 11650 Ohio Road, Suite#1000-289  
 Fishers, Indiana 46037  
 Phone: (317) 841-9754  
 Fax: (317) 841-9762  
 E-mail: Troy@TrueNorthIndy.com

JOB#: 20-280	DATE: 05/04/20	F.F.E. HSE: 848.5'
ZONED: R2	REV:	F.F.E. GAR: 847.2'
ZONING: 5/15' SIDE		F.F.E. BSM.T: 838.5'
20' REAR		

320  
Shoshone Drive



NOTE: BUILDER TO ENSURE POSITIVE DRAINAGE AWAY FROM STRUCTURES(S)

**MINIMUM FLOOD PROTECTION GRADE:**

1) THE MINIMUM FLOOD PROTECTION GRADE (MFG) IS 846.5' FOR THE HOUSE PER CITY OF CARMEL. 846.5' IS 2'-FEET ABOVE SHOSHONE LOW POINT IN FRONT OF LOT. THIS IS THE MINIMUM GRADE OF ALL STRUCTURES, DOORS, PIPE ENTRANCES, TOP OF WATERPROOF WINDOW WELLS, AND OTHER STRUCTURE MEMBERS.

**MINIMUM LOWEST ADJACENT GRADE:**

1) THE MINIMUM LOWEST ADJACENT GRADE (MLAG) IS 846.5' FOR THE HOUSE PER CITY OF CARMEL. 846.5' IS 2'-FEET ABOVE SHOSHONE LOW POINT IN FRONT OF LOT. THIS IS THE MINIMUM GRADE OF ALL STRUCTURES, ENTRANCES, TOP OF WATERPROOF WINDOW WELLS, AND OTHER STRUCTURE MEMBERS.

**AUMAN'S ADDITION**

**LOT #36**  
**CITY OF CARMEL, INDIANA**  
**320 SHOSHONE DRIVE**



I HEREBY CERTIFY THAT THE DRAINAGE WAYS, PAD ELEVATIONS, AND EROSION CONTROL MEASURES ARE CONSISTENT WITH THE OVERALL DEVELOPMENT PLANS.

*Troy A. Terlew*

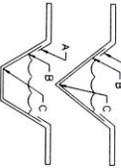


**EROSION CONTROL NOTES**

- 1) GENTLE SWALES REQUIRED TO BE CONSTRUCTED (OR TO BE PROTECTED IF EXISTING) ALONG SIDE LOT LINES DURING CONSTRUCTION AND TO REMAIN POST-CONSTRUCTION TO DIRECT SHEET DRAINED WATERFLOWS TOWARDS THE FRONT AND BACK OF LOT AND NOT TOWARDS EXISTING OR PROPOSED RESIDENCES.
- 2) TEMPORARY CONSTRUCTION DRIVE REQUIRED, MUST COMPLY WITH CITY OF CARMEL STORMWATER MANAGEMENT ORDINANCES.
- 3) OCCUPIE-ROLL OR MONO-ROLL SEGMENT CONTROL MAY BE USED IN LIEU OF SILT FENCE AS SITE CONDITIONS OR WEATHER DICTATE, WITH APPROVAL FROM THE DEPARTMENT OF ENGINEERING.
1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH.
3. ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW ON BOTTOM OF CHANNEL.
4. PLACE BLANKETS END OVER END (SINGLE STRIP) WITH A 6" OVERLAP. USE A DOUBLE ROW OF SINGLED STRIPS & ANCHOR TO SECURE BLANKETS.
5. FULL LENGTH END OF BLANKETS AT TOP OF SIDE SLOPES MUST BE ANCHORED IN 6" DEEP X 6" WIDE TRENCH.
6. BLANKETS ON SIDE SLOPES MUST BE OVERLAPPED & OVER THE CENTER BLANKET AND STAPLED.
7. IN HIGH FLOW CHANNEL APPLICATIONS, A STRAP CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A ROW OF STAPLES & ANCHOR OVER ENTIRE WIDTH OF THE CHANNEL. PLACE A SECOND ROW & BELOW THE FIRST ROW IN A SINGLED PATTERN.
8. THE REMAINING END OF THE BLANKETS MUST BE ANCHORED IN A 6" DEEP X 6" WIDE TRENCH.

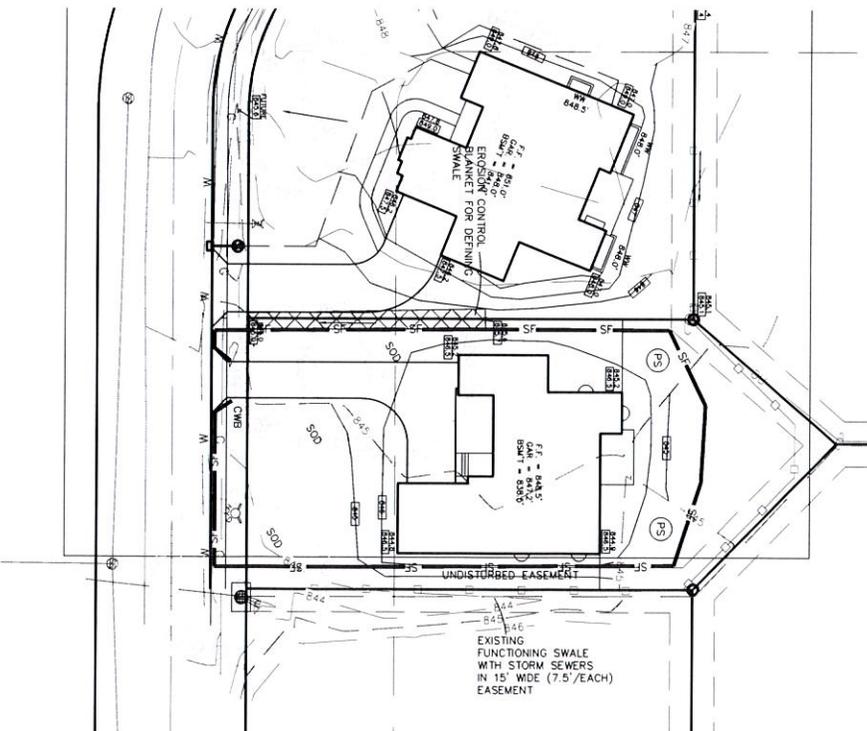
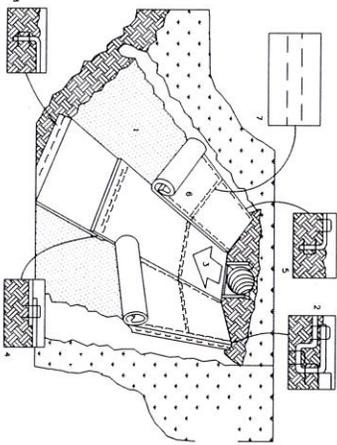
NOTE: HORIZONTAL STRAP SPACING SHOULD BE ADJUSTED IF NECESSARY TO ALLOW STAPLES TO SECURE THE CRITICAL POINTS ALONG THE CHANNEL SURFACE. REFER TO GENERAL STRAPLE PATTERN GUIDE FOR CORRECT STRAPLE RECOMMENDATIONS FOR CHANNELS.

**EROSION CONTROL BLANKET CHANNEL INSTALLATION**



**CRITICAL POINTS**  
 A. OVERLAPS AND SEAMS  
 B. PROTECTED WATER LINE  
 C. CHANNEL BOTTOM/SIDE SLOPE VERTICES

- LEGEND**
- PERMANENT SEEDING
  - CURB INLET PROTECTION
  - DROP INLET PROTECTION
  - UNDISTURBED AREA
  - SF — SILT FENCE
  - CMB — CONCRETE WASHOUT (SEE DTL. SHEET 1)
  - 000.0 — EXISTING GRADE
  - [000.0] — PROPOSED GRADE
  - [ ] — EROSION CONTROL BLANKET



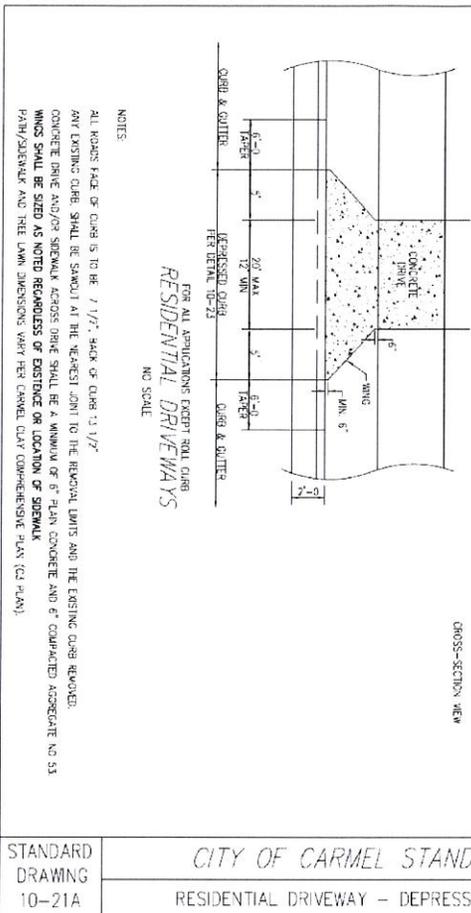
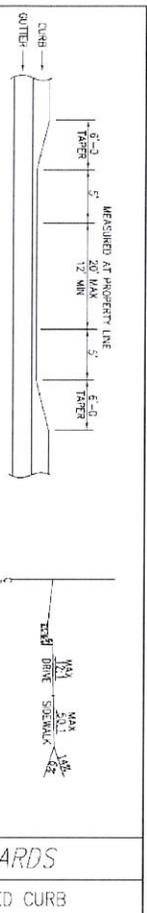
**EROSION & SEDIMENT CONTROL PLAN**

**TRUE NORTH**

LAND DEVELOPMENT CONSULTING & LAND SURVEYING SERVICES  
 11650 Ohio Road, Suite#1000, 289 Fishers, Indiana 46037  
 Phone: (317)841-9754  
 Fax: (317) 841-9762  
 E-mail: Troy@truedevindy.com

DRWN: TAT	JOB#: 20-380	DATE: 05/04/20	SCALE: 1" = 40'
REV:			

CONSTRUCTION DETAIL  
SHEET



SHEET 3 OF 3

**TRUE NORTH**  
POINTING YOU IN THE RIGHT DIRECTION

LAND DEVELOPMENT CONSULTING & LAND SURVEYING SERVICES  
11650 Ohio Road, Suite#1000-289  
Fishers, Indiana 46037  
Phone: (317)-841-8754  
Fax: (317)-841-8762  
E-mail: Troy@truenorthindy.com

DRWN: TAT	DATE: 05/04/20	SCALE: N.T.S.
JOB#: 20-380	REV:	

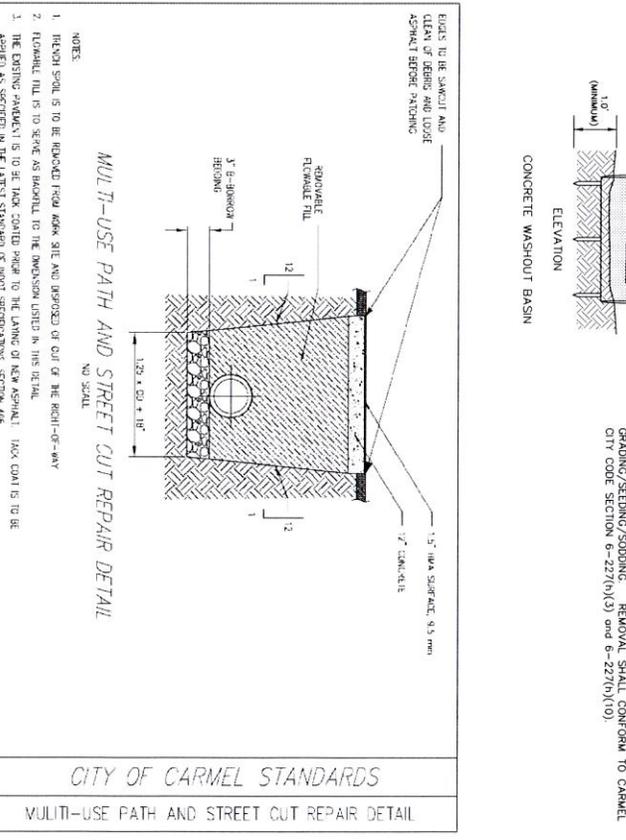
STANDARD DRAWING 10-21A CITY OF CARMEL STANDARDS RESIDENTIAL DRIVEWAY - DEPRESSED CURB

SHEET 3 OF 3

**TRUE NORTH**  
POINTING YOU IN THE RIGHT DIRECTION

LAND DEVELOPMENT CONSULTING & LAND SURVEYING SERVICES  
11650 Ohio Road, Suite#1000-289  
Fishers, Indiana 46037  
Phone: (317)-841-8754  
Fax: (317)-841-8762  
E-mail: Troy@truenorthindy.com

DRWN: TAT	DATE: 05/04/20	SCALE: N.T.S.
JOB#: 20-380	REV:	



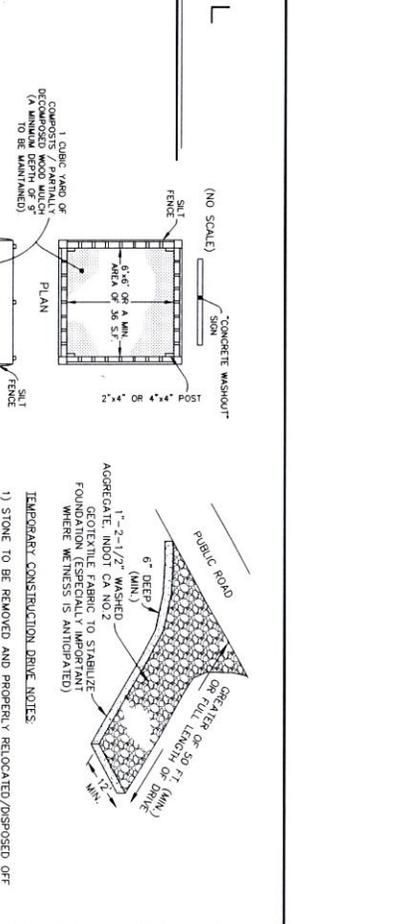
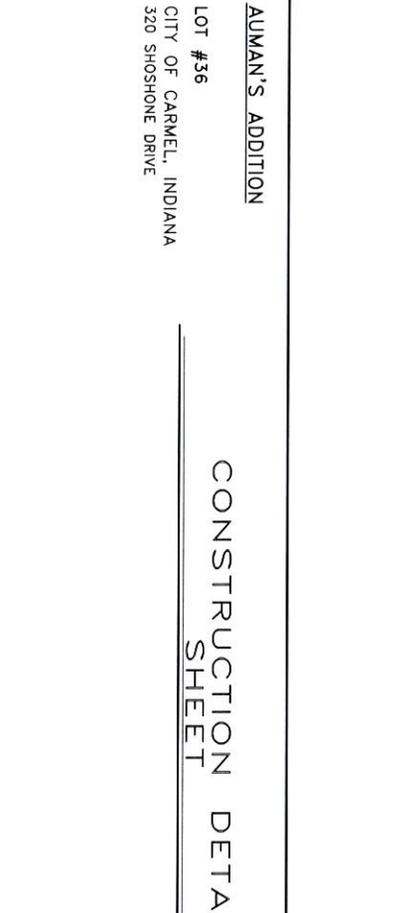
SHEET 3 OF 3

**TRUE NORTH**  
POINTING YOU IN THE RIGHT DIRECTION

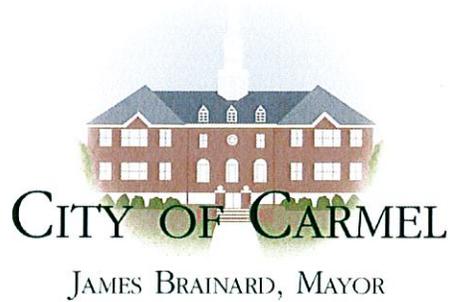
LAND DEVELOPMENT CONSULTING & LAND SURVEYING SERVICES  
11650 Ohio Road, Suite#1000-289  
Fishers, Indiana 46037  
Phone: (317)-841-8754  
Fax: (317)-841-8762  
E-mail: Troy@truenorthindy.com

DRWN: TAT	DATE: 05/04/20	SCALE: N.T.S.
JOB#: 20-380	REV:	

STANDARD DRAWING 10-24 CITY OF CARMEL STANDARDS MULTI-USE PATH AND STREET CUT REPAIR DETAIL



TEMPORARY CONSTRUCTION DRIVE NOTES  
1) STONE TO BE REMOVED AND PROPERLY RELOCATED/DEPOSED OFF SITE  
2) STONE TO BE REPLACED WITH GRANITE/SEDIMENTARY ROCK OR GRANITE/SEDIMENTARY ROCK EQUIVALENT TO CARMEL CITY CODE SECTION 6-227(b)(3) and 6-227(b)(10)  
3) STONE TO BE REPLACED WITH GRANITE/SEDIMENTARY ROCK EQUIVALENT TO CARMEL CITY CODE SECTION 6-227(b)(3) and 6-227(b)(10)  
4) STONE TO BE REPLACED WITH GRANITE/SEDIMENTARY ROCK EQUIVALENT TO CARMEL CITY CODE SECTION 6-227(b)(3) and 6-227(b)(10)  
5) STONE TO BE REPLACED WITH GRANITE/SEDIMENTARY ROCK EQUIVALENT TO CARMEL CITY CODE SECTION 6-227(b)(3) and 6-227(b)(10)  
6) STONE TO BE REPLACED WITH GRANITE/SEDIMENTARY ROCK EQUIVALENT TO CARMEL CITY CODE SECTION 6-227(b)(3) and 6-227(b)(10)  
7) STONE TO BE REPLACED WITH GRANITE/SEDIMENTARY ROCK EQUIVALENT TO CARMEL CITY CODE SECTION 6-227(b)(3) and 6-227(b)(10)  
8) STONE TO BE REPLACED WITH GRANITE/SEDIMENTARY ROCK EQUIVALENT TO CARMEL CITY CODE SECTION 6-227(b)(3) and 6-227(b)(10)  
9) STONE TO BE REPLACED WITH GRANITE/SEDIMENTARY ROCK EQUIVALENT TO CARMEL CITY CODE SECTION 6-227(b)(3) and 6-227(b)(10)  
10) STONE TO BE REPLACED WITH GRANITE/SEDIMENTARY ROCK EQUIVALENT TO CARMEL CITY CODE SECTION 6-227(b)(3) and 6-227(b)(10)



March 13, 2020

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

**RE: OPEN PAVEMENT CUT & LANE RESTRICTIONS – 116<sup>th</sup> AND MERIDIAN**

Dear Board Members:

Ms. Melissa Adams with CSU Inc. is requesting approval for lane restrictions and open pavement cuts for placement of new fiber optic cable to provide service to the IU Health North Hospital. The proposed fiber optic install will require lane restrictions to allow core drillings within the pavement to verify the location of existing utilities. Only the westbound lanes of traffic will be impacted by the project (exhibit attached). Work is scheduled to begin upon Board approval.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Traffic shall be maintained at all times during the work. A minimum 10' lane shall be provided at all times within the work area
- Access to all adjoining properties shall be maintained at all times.
- Any damage to the existing improvements within any City of Carmel right-of-way shall be restored to the satisfaction of the City when work is completed.
- The petitioner understands that approval by the Board is for lane restrictions and open pavement cuts only.
- Pavement shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CLOSURES & CUTS\CSU-STREET CUT & RESTRICTIONS-116<sup>th</sup> & Meridian

**APPROVED FOR CONSTRUCTION**

**ENGINEER:**  
 CCW ENGINEERING  
 1728 CHURCHMAN AVE.  
 INDIANAPOLIS, INDIANA 46203  
 Phone: (317) 644-0949  
 www.ccmgroups.com

**PROJECT COORDINATOR:**  
 CROWN CASTLE FIBER LLC, a.k.a  
 FIBER TECHNOLOGIES NETWORKS LLC  
 JOE MACDONALD 317-513-1646  
 FRANK LENIHAN 585-233-4761  
 CRAIG BROWN 585-402-8342

**WARNING**  
 Undertaken in the Area  
 Unless marked by the City of Indianapolis  
 IUPPS prior to any construction  
 IUPPS - 1800-392-5544 or 811



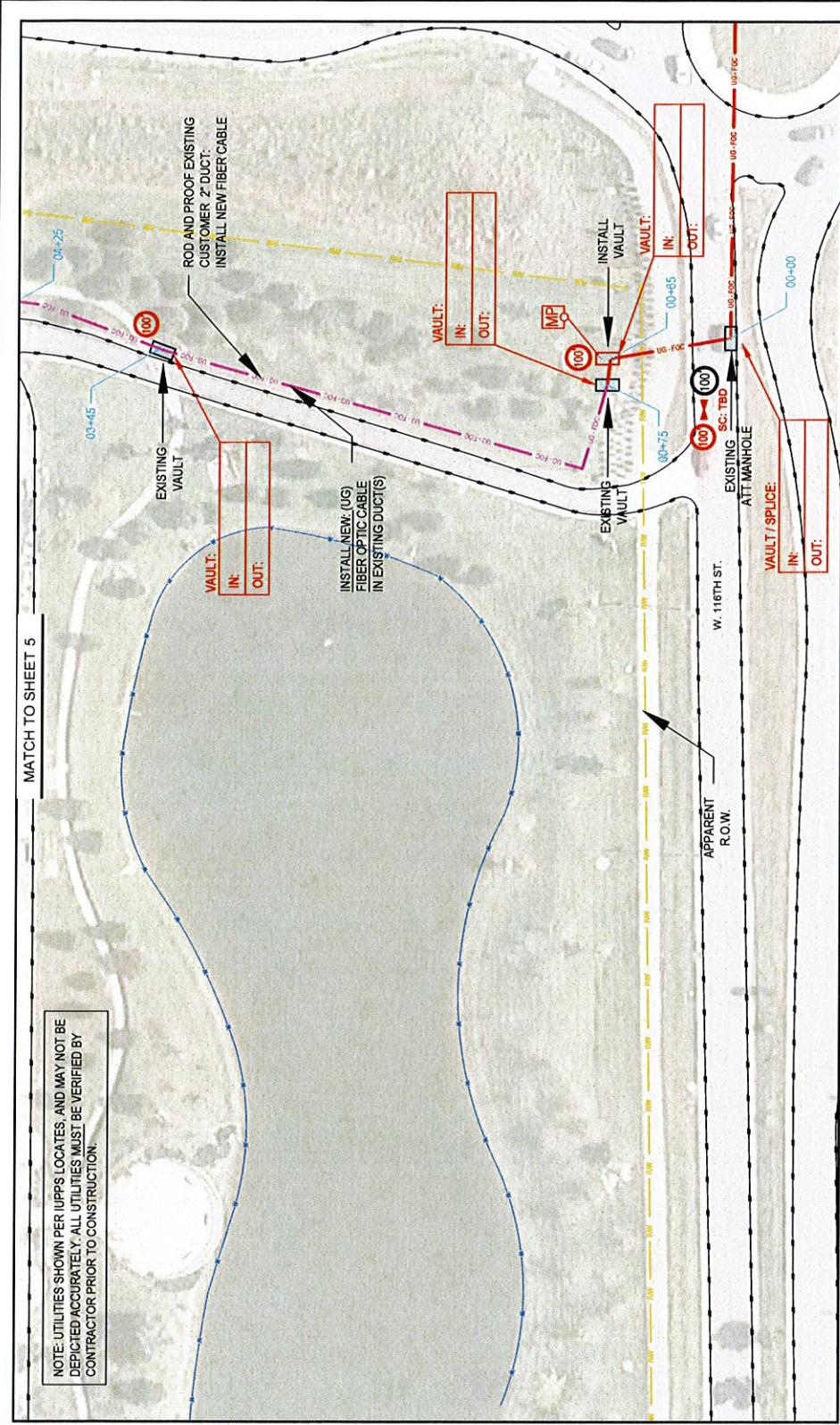
**PROJECT NUMBERS:**  
 OCM Project #: 20-050-0015 (South Route)  
 Client Project #:

**PROJECT LOCATION:**  
 Project: IU Health North Campus  
 11700 N. Meridian St  
 Carmel, IN 46032  
 (Hamilton Cnty, Clay Twp)

**SCOPE OF WORK:**  
 Approximately 1720' (ft) of New Underground FOC and 75' (ft) of new Underground Bore  
 From: Existing Man hole at the W.116 th St. and N. Meridian St.  
 Conduit Depth: 48" (in) Standard / Unless Specified  
 To: 11700 N Meridian St.

**PERMIT REQUIREMENTS:**  
 RIGHT OF WAY: REQUIRED - City of Indianapolis  
 INDOT: NOT REQUIRED  
 RAIL ROAD: NOT REQUIRED

DESIGN: NDM 4/0/20
CONST SET: NDM 4/22/20
REV 1: NDM 4/22/20
REV 2:
REV 3:
PERMIT:
AS-BUILT:
<b>SHEET NUMBER: 4 OF 11</b>



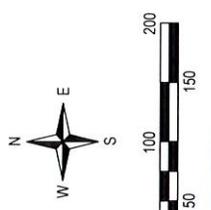
Bore and Place Bore and Place Duct 2 - 1 1/4" Duct 1 - 4"	Place Vault 30"x48"x36"	Place Pedestal	Riser 2" PVC U-Guard	Anchor, DG included	Lash New Fiber to New Strand	Lash New Coax to Existing Strand	Overlap New Fiber to Existing Strand	Overlap New Coax to Existing Strand
SHEET 4	75	1	725					

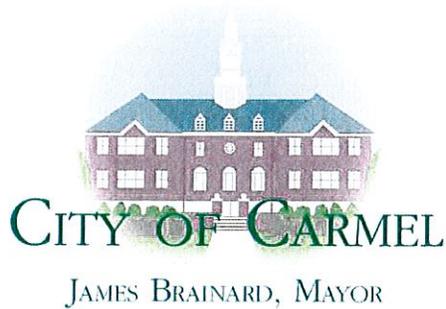
**UTILITY POLE - LABELING**

POLE SEQUENCE #
POLE ID #
POLE OWNER
ATTACH HEIGHT

**MAKE READY - UTILITY POLE - LEGEND**

L ↓	LOWER EXISTING
R ↑	RAISE EXISTING
TC	TOP COMM LINE
BC	BOTTOM COMM
Cx	COMM PLACEMENT





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 – DUKE ENERGY– UTILITY POLE REPLACEMENT AND INSTALLATION**

Dear Board Members:

Duke Energy 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 111<sup>th</sup> 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:

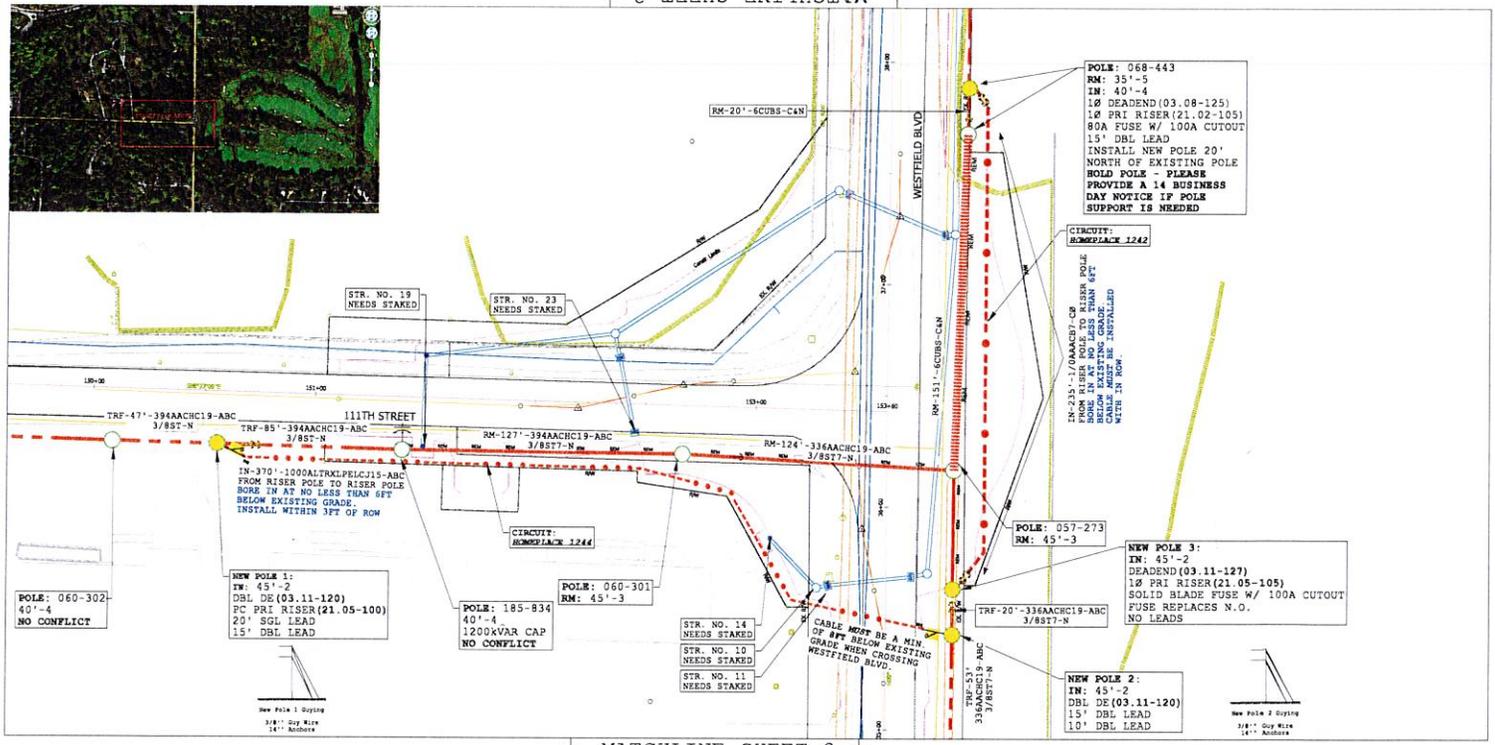
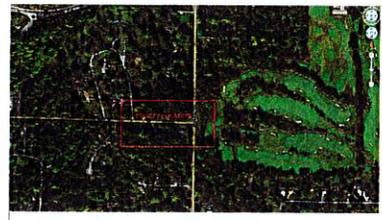
- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of 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-DUKE-POLE REPLACEMENT-111<sup>TH</sup> & WESTFIELD.docx

<b>Upstream Protection</b> HOMEPLACE 1244: Breaker at Sub HOMEPLACE 1242: Breaker at Sub		<b>Safety Reminders / Adverse Conditions</b> Remember "Your Circle of Safety"	 <b>REMEMBER</b> Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	<b>Other Project Notes</b> INSTALL ALL UG CABLE INSIDE OF ROW BACKFILL ALL POLES AND VACATED HOLES WITH STONE
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<b>General Information</b> INOIT DES# NA Westfield Blvd & 111th Street Central Hamilton County, IN City Township	<b>Work Order Information</b> Distribution Project Code: 1562/0431 Work Order #: 1562/0431 Distribution Hamilton County, IN 1242 Circuit	<b>Circuit Information</b> Distribution Hamilton County, IN 1242 Circuit	<b>Duke Energy Legend</b> Existing Duke Pole, Proposed Duke Pole, Remove Duke Pole, Existing Foreign Pole, Proposed Foreign Pole, Remove Foreign Pole, Existing Downguy, Proposed Downguy, Transmission Line, Distribution Line, Secondary Line, Overhead Light	 <b>811</b> Know what's below. Call before you dig. <b>DUKE ENERGY</b> DATE: 01/20/2020 DRAWN: [Name] CHECKED: [Name] APPROVAL SIGNATURE: [Name] PROJECT: RELOCATION TO ACCOMMODATE ROUNDABOUT CONSTRUCTION LOCATION: 39 946887, 98 158623 PHONE: 317-315-4561 DWG NO: SHEET 1 OF 3
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Upstream Protection  
 HOMEPLACE 1244: Breaker at Sub  
 HOMEPLACE 1242: Breaker at Sub



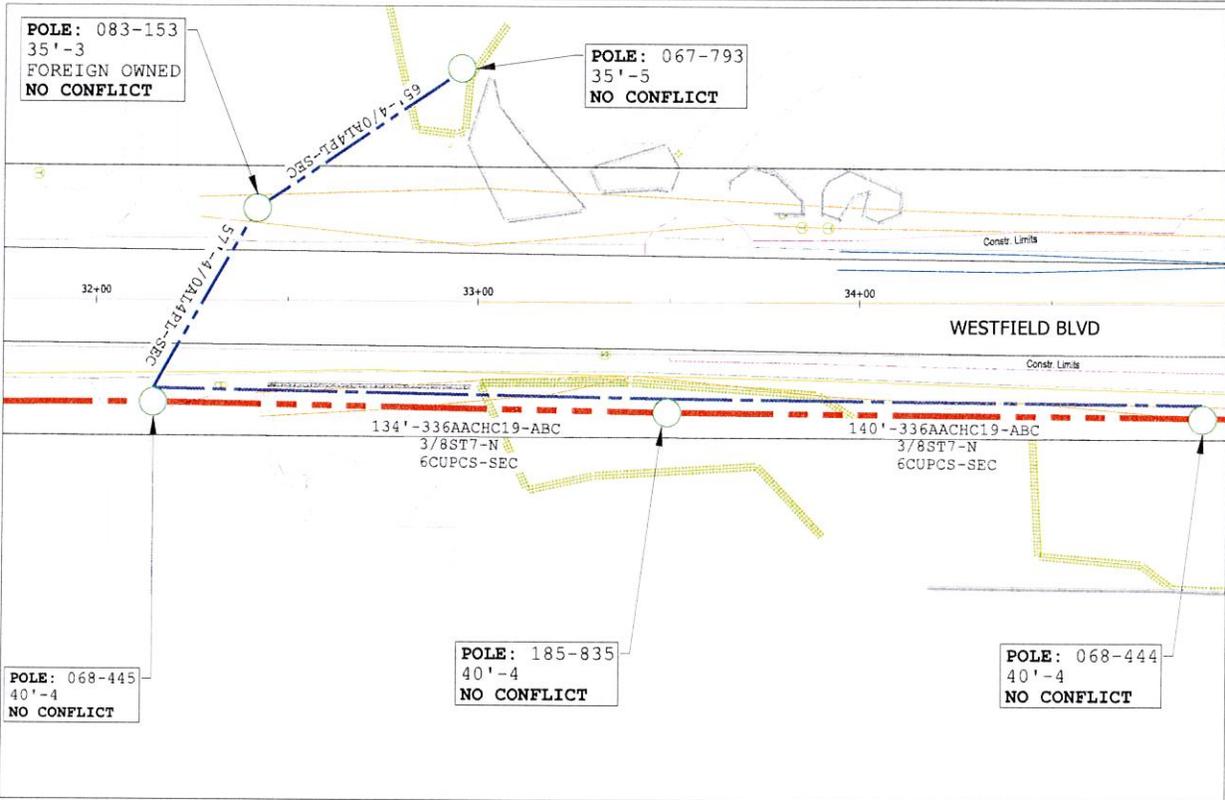
Safety Reminders / Adverse Conditions  
 Remember "Your Circle of Safety"



REMEMBER Work zone area conditions may have changed for the job.  
 Everyone is responsible for verifying the safety information is correct prior to  
 any work being performed each day.

Other Project Notes

INSTALL ALL US SABLE INSIDE OF ROW  
 BACKFILL ALL POLES AND VACATED HOLES WITH STONE

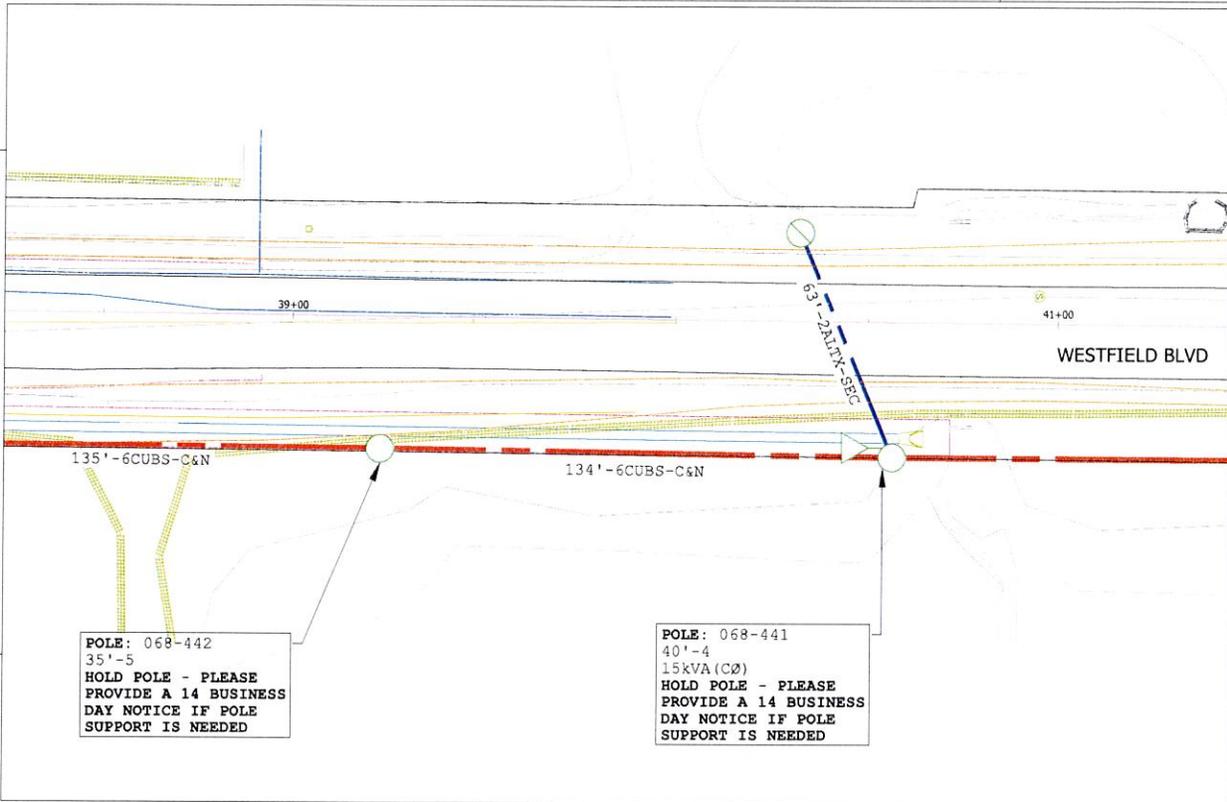


MATCHLINE SHEET 1

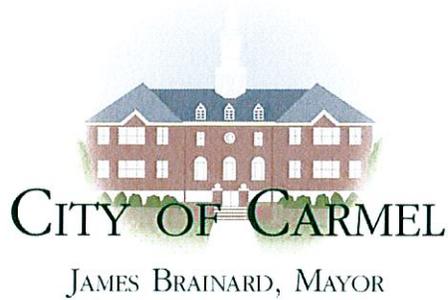
<b>General Information</b> INOCT DES # NA Westfield Blvd & 11th Street Central Hamilton County, IN Day Township		<b>Work Order Information</b> Distribution Project Code Emas # Inabal Remove OH Maint UO Maint OI / Center				<b>Circuit Information</b> Distribution Homeplace (430) 1244 Circuit Distribution Homeplace (430) 1242 Circuit		<b>Duke Energy Legend</b> Existing Duke Pole Proposed Duke Pole Remove Duke Pole Existing Foreign Pole Proposed Foreign Pole Remove Foreign Pole Existing Downguy Proposed Downguy Transmission Line Distribution Line Secondary Line Overhead Light				 Know what's below. Call before you dig.		 DATE: 01/29/2020 DRAWN: Dan Beason ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING		Exhibit "A" RELOCATION TO ACCOMMODATE ROUNDABOUT CONSTRUCTION WORK PLAN DRAWING LOCATION: 38 949831, -86 158623 PHONE: 317-315-6581 APPROVAL SIGNATURE: [Signature] DWG NO: SHEET 2 OF 3	
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

	Upstream Protection		Safety Reminders / Adverse Conditions Remember "Your Circle of Safety"		REMEMBER: Work zone area conditions may have changed for the job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	Other Project Notes INSTALL ALL UO CABLE INSIDE OF ROW BACKFILL ALL POLES AND VACATED HOLES WITH STONE
	HOMEPLACE 1242: Breaker at S/D HOMEPLACE 1242: Breaker at S/D					

MATCHLINE SHEET 1



	<b>General Information</b> INDOT DES # NA Westfield Blvd & 111th Street Carmel Hamilton County, IN City Township		<b>Work Order Information</b> Distribution Ermas # Project Code OU / Center M4256810 M4426810 Y5825431 Transmission Ermas # Install Remove OH Maint UO Maint OU / Center				<b>Circuit Information</b> Distribution Homeplace (430) 1244 Circuit 1242 Circuit Homeplace (430) 1242 Circuit		<b>Duke Energy Legend</b> Existing Duke Pole Existing Downguy Proposed Duke Pole Proposed Downguy Remove Duke Pole Transmission Line Existing Foreign Pole Distribution Line Proposed Foreign Pole Secondary Line Remove Foreign Pole Overhead Light						HOOR Exhibit "A" DETAIL RELOCATION TO ACCOMMODATE Work Plan ROUNDABOUT CONSTRUCTION Drawing DATE: 01/20/2020 LOCATION: 39 948831 - 96 126623 DRAWN: Dan Benson PHONE: 317-315-4581 ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING APPROVAL SIGNATURE: DWG NO SHEET 3 OF 3	
	Know what's below. Call before you dig.															



May 13, 2020

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

**RE: FIREHOUSE SQUARE-130 VETERANS WAY- STORMWATER TECHNICAL STANDARDS VARIANCE**

Dear Board Members:

Mr. Jon Sheidler with Woolpert is request a variance from the Stormwater Technical Standards Manual in association with the proposed Firehouse Square project at 130 Veterans Way.

The following variance is requested:

A Waiver Request to the City of Carmel Stormwater Technical Standard Sections 303.07 and 104.02:  
Section 303.07 requires the lowest adjacent grade for all residential and commercial structures be set a minimum of 2 feet above the highest overflow ponding elevation resulting from a 100 year storm event in a situation where the storm sewer is completely plugged. Additionally, section 104.02 requires minimum flood protection grades 2 feet above a flood source, 1 foot above the local floor route, and 1 foot above any adjacent roadway.

The proposed townhome development is on a compact site where the buildings are directly adjacent to private drives on both sides. Due to the compact nature of the site, the required flood protection grades can not be established for all buildings. The site grading and drainage is designed to maximize flood protection on the site by providing a minimum of 6 inches between finished floor and the emergency flood elevation as well as a direct overland route to drain out of the development.

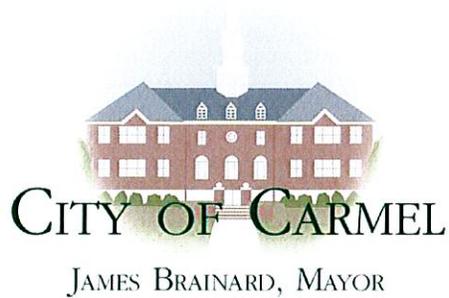
The Department of Engineering, in review of the proposed conditions and designed standards, has determined that the variances requested are considered valid given the existing site constraints involved with the project.

Sincerely,



Jeremy Kashman, P.E.  
City Engineer

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May 12, 2020

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

**RE: CARMEL ELEMENTARY– 101 4<sup>TH</sup> AVE SE - STORMWATER TECHNICAL STANDARDS VARIANCE**

Dear Board Members:

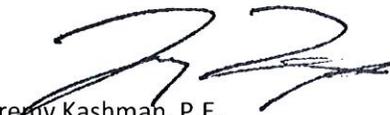
Mrs. Karen Collins, P.E. with A&F Engineering is requesting a variance from the Stormwater Technical Standards Manual in association with the proposed Carmel Elementary school project located at 101 4<sup>th</sup> Ave SE.

A Waiver Request to the City of Carmel Stormwater Technical Standard Section 701.1 which states “all water leaving a site shall be treated by a stormwater quality management system consisting of a minimum of two different BMPs. The installed stormwater quality management system shall be capable of removing a minimum of 80% of the TSS.”

The proposed design allows compliance with the requirement to remove a minimum of 80% of the TSS without providing two different BMPs.

The Department of Engineering, in review of the proposed conditions and designed standards, has determined that the variances requested are considered valid and recommends approval.

Sincerely,



Jeremy Kashman, P.E.  
City Engineer

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DEPARTMENT OF ENGINEERING  
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439  
EMAIL: [engineering@carmel.in.gov](mailto:engineering@carmel.in.gov)



TRANSPORTATION ENGINEERING STUDIES • TRAFFIC IMPACT ANALYSES  
STREET DESIGN • HIGHWAY DESIGN • TRAFFIC ENGINEERING  
PARKING LOT DESIGN • TRANSPORTATION PLANNING STUDIES  
CONSTRUCTION OF HIGHWAYS • SITE ENGINEERING  
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PRESIDENT  
R. MATTHEW BROWN, P.E.  
VICE PRESIDENT  
KAREN K. COLLINS, P.E.  
VICE PRESIDENT  
JOSEPH T. RENGEL, P.E.  
VICE PRESIDENT

May 11, 2020

Mr. Jeremy Kashman, P.E., Director of Engineering  
City of Carmel  
City Hall, 1<sup>st</sup> floor  
1 Civic Square  
Carmel, IN 46032  
317-571-2441

Re: Variance Request for Carmel Elementary School regarding Section 701.1 requiring two (2) separate BMPs in series.

Dear Mr. Kashman,

Based upon our discussions with your Department we are formally requesting a Variance from the City of Carmel Engineering Department. Summary of discussion is as follows:

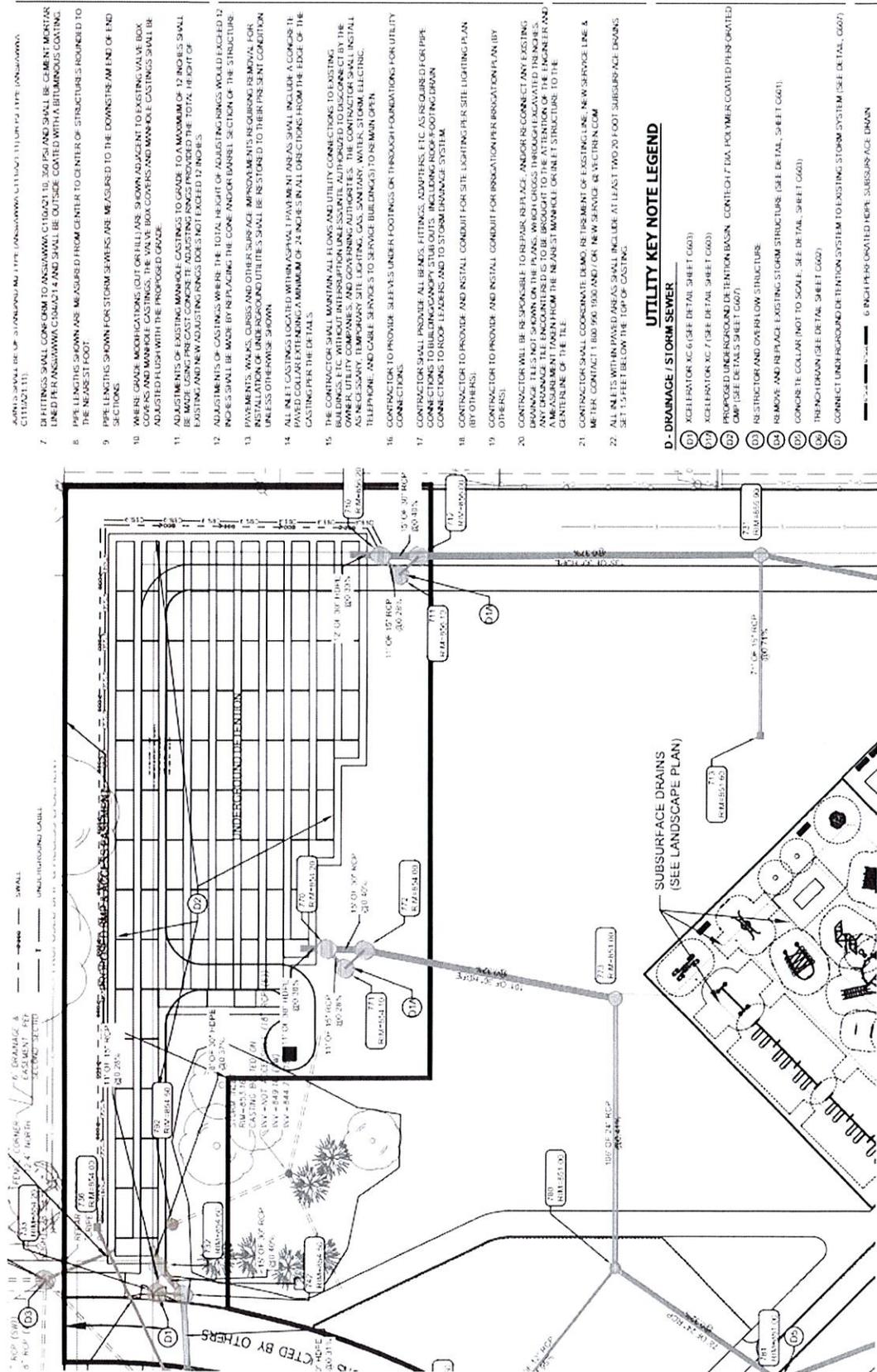
We understand that the City of Carmel does not wish to have underground detention with "isolator row" non-perforated row(s) including weir plates with orifices. We wish to comply with that request and seek project approval with a Variance. Based upon this, we request a Variance from Section 701.1 requiring two (2) separate BMPs in series.

We understand that the support of this waiver applies to this project only and does not set a precedent for future projects.

Sincerely,  
A&F ENGINEERING CO., LLC

KAREN COLLINS, P.E.  
VICE PRESIDENT - SITE DIVISION MANAGER

# Carmel Elementary – Water Quality Units – 3 Total



7. ALL INLET CASTINGS LOCATED WITHIN ASPHALT PAVEMENT AREAS SHALL INCLUDE A CONCRETE PAVED COLLAR EXTENDING A MINIMUM OF 24 INCHES IN ALL DIRECTIONS FROM THE EDGE OF THE CASTING PER THE DETAILS.
8. ALL INLET CASTINGS LOCATED WITHIN ASPHALT PAVEMENT AREAS SHALL INCLUDE A CONCRETE PAVED COLLAR EXTENDING A MINIMUM OF 24 INCHES IN ALL DIRECTIONS FROM THE EDGE OF THE CASTING PER THE DETAILS.
9. CONTRACTOR TO PROVIDE SLEEVES UNDER FOOTINGS OR THROUGH FOUNDATIONS FOR UTILITY CONNECTIONS.
10. CONTRACTOR SHALL PROVIDE ALL BENCHES, FITTINGS, ADAPTERS, ETC. AS REQUIRED FOR PIPE CONNECTIONS TO BUILDINGS OR PIPY STUB OUTS, INCLUDING ROOF-FOOTING DRAIN CONNECTIONS TO ROOF LEADERS AND TO STORM DRAINAGE SYSTEM.
11. CONTRACTOR TO PROVIDE AND INSTALL CONDUIT FOR SITE LIGHTING PER SITE LIGHTING PLAN (BY OTHERS).
12. CONTRACTOR TO PROVIDE AND INSTALL CONDUIT FOR PROTECTION PER INDICATIONS, PER (BY OTHERS).
13. CONTRACTOR WILL BE RESPONSIBLE TO PARK IN PLACE, AND/OR RECONNECT ANY EXISTING UTILITIES TO EXISTING UTILITIES. ANY EXISTING UTILITIES TO BE RECONNECTED TO EXISTING UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR AND MEASUREMENT TAKEN FROM THE NEAREST MANHOLE OR INLET STRUCTURE TO THE CENTERLINE OF THE TILE.
14. CONTRACTOR SHALL COORDINATE DEMO RETIREMENT OF EXISTING LINE. NEW SERVICE LINE & METER CONTACT 1.800.960.1930 AND/OR N.W. SERVICE @ VECTRA.COM
15. ALL UTILITIES WITHIN BASE AREAS SHALL INCLUDE AT LEAST TWO 20 FOOT SUBSURFACE DRAINS SET 1.5 FEET BELOW THE TOP OF CASTING.

### UTILITY KEY NOTE LEGEND

- D - DRAINAGE / STORM SEWER**
- (1) XOBELATOR VC 6 (SEE DETAIL SHEET C603)
  - (2) XOBELATOR VC 7 (SEE DETAIL SHEET C603)
  - (3) PROPOSED UNDERGROUND DETENTION BASIN, CONCRETE (7 DIA. POLYMER COATED REINFORCATED CMP) (SEE DETAILS SHEET C607)
  - (4) RESTRICTOR AND OVERFLOW STRUCTURE
  - (5) REMOVE AND REPLACE EXISTING STORM STRUCTURE (SEE DETAIL SHEET C601)
  - (6) CONCRETE COLLAR (NOT TO SCALE, SEE DETAIL SHEET C603)
  - (7) TRENCH DRAIN (SEE DETAIL SHEET C602)
  - (8) CONNECT UNDERGROUND DETENTION SYSTEM TO EXISTING STORM SYSTEM (SEE DETAIL C607)

6 INCH PERFORATED HOPE SUBSURFACE DRAIN