



# Board of Public Works and Safety

## Agenda Item

### Cover Sheet

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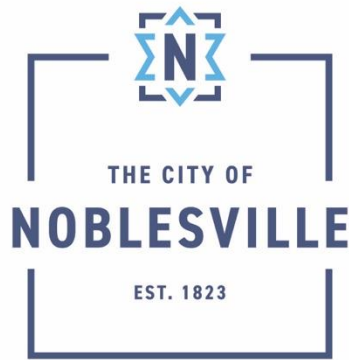
**MEETING DATE:** December 19, 2023

- ☒ Consent Agenda Item
- ☐ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

**ITEM #:** 5

**INITIATED BY:** Jim Hellman

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



**TO: BOARD OF PUBLIC WORKS AND SAFETY**  
**FROM: JIM HELLMANN, ASST DIRECTOR, ENGINEERING**  
**SUBJECT: 10<sup>TH</sup> STREET SANITARY SEWER REALIGNMENT (EN-379-02)**  
**PERMANENT, EXCLUSIVE SANITARY SEWER EASEMENT**  
**DATE: DECEMBER 19, 2023**

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#### **Information**

Attached is the Permanent, Exclusive Sanitary Sewer Easement for the parcel listed below:

Parcel 3 Daly Story Story, LLC

**I recommend the Board of Public Works and Safety accept the Grant of Permanent, Exclusive Sanitary Sewer Easement, and have it recorded by the Clerk's Office.**

Your consideration in this matter is appreciated.

## **GRANT OF PERMANENT, EXCLUSIVE SANITARY SEWER EASEMENT**

This indenture witnesseth that Daly Story Story, LLC, an Indiana Limited Liability Company hereinafter called "Grantor(s)" for and in consideration of the sum of one thousand two hundred and 00/100 (\$1,200.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey to **THE CITY OF NOBLESVILLE, INDIANA**, whose address is 16 S. 10<sup>th</sup> Street, Noblesville, IN 46060, and its successors and assigns, (hereinafter called "Grantee") a permanent and exclusive easement and right-of-way to place, construct, operate, control, maintain, reconstruct, relocate, change the size of, repair and/or remove sewer mains, pipes and conduits, and all associated grinder pumps, valves, pumps, fittings, meters, and accessories, and all other necessary, incidental, auxiliary, or related facilities and structures convenient or proper for the purpose of rendering utility services (the "Facilities") along, under, over, through and across a strip of land more particularly described as follows:

See legal description and drawing attached hereto as Exhibit A and incorporated herein by reference.

("Real Estate"), together with the rights of Grantee, its successors and assigns, to: (1) enter into and upon the Real Estate described above with inspectors, workers, machinery, vehicles, and materials at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid Facilities; (ii) remove trees, brushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted, including ingress and egress across the subservient real estate. The Grantee shall also have from time to time a temporary construction easement in, under, across, and over the Grantee's adjacent property ten (10) feet on each side of the above-described permanent easement for any and all activities necessary, incidental, or related to the installation and/or reconstruction of the aforesaid Facilities.

Grantor(s) shall have the right to fully use and enjoy the Real Estate except for such use as may impair, impede, obstruct, or interfere with the exercise by Grantee of the rights granted herein. Grantee covenants that, in the installation, maintenance, or operation of such Facilities, under, upon, over, and across said Real Estate, it will restore the area disturbed by its work to a condition that is as near the condition that existed at the time that the portion was disturbed by it as is commercially reasonable. Grantee also covenants that it will not grant any other easement rights to any other person across the Real Estate. The grants, covenants and stipulations herein provided shall extend to and be binding upon the respective heirs, successors, and assigns of the parties.

The undersigned executing this Easement on behalf of Grantor(s) represent and certify that Grantor(s) is/are the owner(s) of the Real Estate, that the undersigned is duly authorized and fully empowered to execute and deliver this easement, that Grantor(s) has/have full legal capacity to convey the easement described herein, and that all necessary action for the making of such conveyance by Grantor(s) has been taken and done.

The deed reference required by I.C. § 32-5-2-2 for the Real Estate burdened by the easement herein granted is recorded in the office of the Recorder of Hamilton County, Indiana, as Instrument No. 2020029374

Executed this 8th day of November 2023, 2023 by "Grantor(s)".

Signature

John A. STORY MANAGING Member  
Printed Name: Title:

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:



Sydney S Loomis  
Notary Public, State of Indiana  
Commission Number: NP0716195  
My Commission Expires  
October 2, 2026

Before me, a Notary Public in and Hamilton County and State, personally appeared John A. STORY JR. managing member of Daly Story Story, LLC, who acknowledged the execution of the foregoing Grant of Permanent Easement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of November, 2023.

Notary Public

Resident of Hamilton County  
My Commission expires: 10-2-2026

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. Monica Neff (Declarant)

Form of instrument prepared by Jonathan W. Hughes, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204

# LEGEND



PERMANENT EASEMENT



PROPERTY LINE

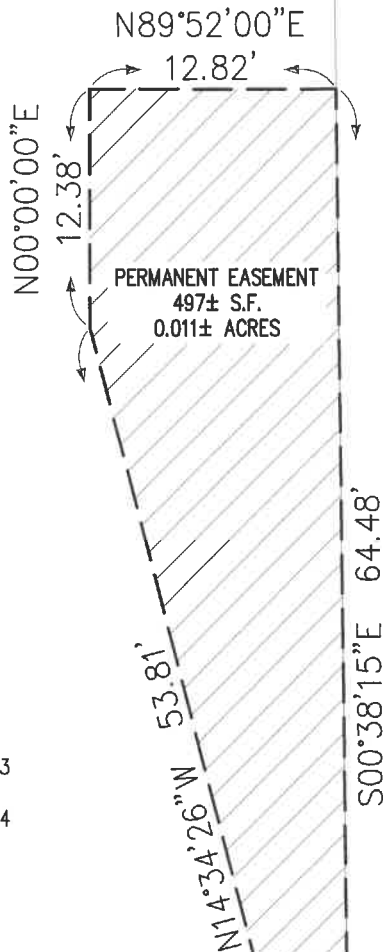
# EXHIBIT "A"



GRID NORTH

0' 5' 10' 15'

SCALE: 1" = 10'



## GRANTOR

29-11-06-313-008.000-013  
DALY STORY STORY LLC  
INSTRUMENT NO. 2020029374

29-11-06-313-004.000-013  
SOCIETY OF ST. VINCENT DEPAUL-OUR LADY  
OF GRACE CONFERENCE, INC.  
INSTRUMENT NO. 2018060247

POINT OF BEGINNING  
PERMANENT EASEMENT

29-11-06-313-007.000-013  
SOCIETY OF ST. VINCENT DEPAUL-OUR LADY  
OF GRACE CONFERENCE, INC.  
INSTRUMENT NO. 2018060247

## POINT OF COMMENCEMENT

1" IRON PIN  
SW COR, SW 1/4  
SEC. 6, T18N, R5E

HARRISON MONUMENT  
FOUND 0.5' BG  
SE COR, SW 1/4  
SEC. 6, T18N, R5E

N89°52'00"E 1035.79'

SOUTH LINE, SW 1/4, SEC. 6

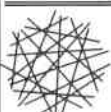
N89°52'00"E 2804.27'

The basis of bearings for this exhibit is based upon a positional solution derived from Global Navigation Satellite System (GNSS) observations processed by the Indiana Department of Transportation (INDOT) InCORS Network. The coordinate values shown are in the East Zone on the North American Datum of 1983 (NAD83, 2011, EPOCH 2010.0000), US Survey Foot.

## Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

## PREPARED BY



**HWC**  
**ENGINEERING**

135 N. PENNSYLVANIA ST, SUITE 2800  
INDIANAPOLIS, IN 46204  
317-347-3663

INDIANAPOLIS - TERRE HAUTE  
LAFAYETTE - MUNCIE - NEW ALBANY

www.hwcengineering.com

## EASEMENTS

CITY OF NOBLESVILLE  
SW 1/4, SEC. 6, T18N, R5E  
NOBLESVILLE, INDIANA

## DRAWN BY

CRW

## CHECKED BY

AJB

## DATE

11/09/2022

## SCALE

1" = 10'

PG 1 OF 2

JOB NUMBER  
2021-255

© 2022

File Name: W:\Noblesville\2021-255 Noblesville - On-Call\Design\Easement Development\21255\_Phase35\_Sewer\_Daily\_Easmt.dwg, Layout: ESMT  
Plot Time: 11:01am  
Plot Date: Nov 09, 2022  
By: cwhite

EXHIBIT "A"

PERMANENT EASEMENT LAND DESCRIPTION

A part of the Southwest Quarter of Section 6, Township 18 North, Range 5 East of the Second Principal Meridian, Noblesville Township, Hamilton County, Indiana described as follows:

Commencing at a 1-inch iron pin found flush at the Southwest corner of the Southwest Quarter of said Section; thence North 89 degrees 52 minutes 00 seconds East (grid bearing per Indiana State Plane Coordinate System, East Zone, NAD 83, 2011, EPOCH 2010.0000) along the South line of the Southwest Quarter of said section a distance of 1035.79 feet; thence North 00 degrees 38 minutes 15 seconds West a distance of 1183.68 feet to the POINT OF BEGINNING on the East line of the grantor's land; thence North 14 degrees 34 minutes 26 seconds West a distance of 53.81 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 12.38 feet; thence North 89 degrees 52 minutes 00 seconds East a distance of 12.82 feet to said East line; thence South 00 degrees 38 minutes 15 seconds East along said East line a distance of 64.48 feet to the POINT OF BEGINNING, containing 497 square feet or 0.011 acres, more or less.

THIS EXHIBIT PREPARED BY:



Clinton R. White  
Professional Surveyor #21900010  
November 9, 2022  
E-Mail: cwhite@hwcengineering.com



GRANTOR

29-11-06-313-008.000-013  
DALY STORY STORY LLC  
INSTRUMENT NO. 2020029374

**Note:**  
This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED BY



HWC

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PERMANENT EASEMENT  
CITY OF NOBLESVILLE  
SW 1/4, SEC. 6, T18N, R5E  
NOBLESVILLE, INDIANA

|            |
|------------|
| DRAWN BY   |
| CRW        |
| CHECKED BY |
| AJB        |
| DATE       |
| 11/09/2022 |
| SCALE      |
| NA         |

JOB NUMBER  
2021-255

Plot Date: Nov 09, 2022 Plot Time: 11:03am File Name: W:\Noblesville\2021-255 Noblesville - On-Call\Design\Easement Development\21255\_Phase35\_Sewer\_Daly\_Easmt.dwg Layout: ESMT (2) By: cwhite