



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

---

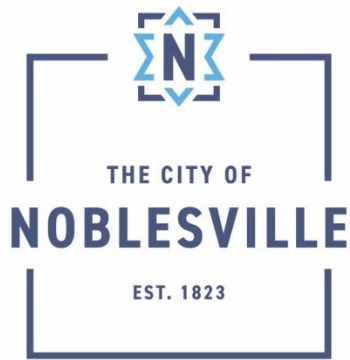
**MEETING DATE:** August 13, 2024

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

**ITEM #:** 3

**INITIATED BY:** Jim Hellmann

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



**TO:** BOARD OF PUBLIC WORKS AND SAFETY  
**FROM:** JIM HELLMANN, ASSISTANT CITY ENGINEER  
**SUBJECT:** INNOVATION MILE (EN-368-04)  
GRANT OF SEWER EASEMENTS  
**DATE:** AUGUST 13, 2024

---

### Information

Attached are the Temporary Highway Easement Grants for the parcels below:

- Parcel 17 Watson
- Parcel 18 Parkash

**I recommend the Board of Public Works and Safety accept the Grant of Sewer Easements and have them recorded by the Clerk's Office.**

Your consideration in this matter is appreciated.



Cross Reference: 200400018386  
Parcel No.: 29-11-24-000-011.001-021

### **GRANT OF SEWER EASEMENT**

THIS INDENTURE WITNESSETH that Peter R. Watson, of Hamilton County, State of Indiana (hereinafter, the "Grantor") for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate, grant, sell and convey to the City of Noblesville, Hamilton County, Indiana (the "Grantee"), a permanent and exclusive easement including the right, privilege, and authority (but subject to the limitations hereinafter stated) to place, construct, install, operate, control, maintain, reconstruct, relocate, change the size of, repair and remove sewer mains, pipes and conduits, all necessary or incidental auxiliary or feeder service mains, pipes or conduits, lift stations, manholes and other facilities, appliances, apparatus and structures convenient or proper for the purpose of rendering sewage disposal services and piped drainage system (the "Sewer Facilities") along, under, through and across the Grantor's real estate situated in Hamilton County, State of Indiana, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Real Estate").

Access to the Real Estate over the adjoining lands of the Grantor, where necessary, is hereby granted to Grantee; provided however, that where the Sewer Facilities are accessible from an adjoining public street or highway, the access shall be from such street or highway.

Grantor shall have the right to fully use and enjoy the Real Estate except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction (other than ground cover or pavement for driveway or parking purposes) on or over the Sewer Facilities, or that would interfere with the construction, maintenance or operation of any part of the Sewer Facilities. Grantee shall not construct or permit to be constructed: (i) any paved or concrete driveways, parking areas, sidewalks, patios, or similar structures over or within a one (1) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; (ii) any paved or concrete roads, streets or other thoroughfares over or within a five (5) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; or (iii) any light poles, street lights, or outdoor lights of any kind directly over or within ten (10) foot horizontal distance of any Sewer Facilities existing on the Real Estate. Grantor shall not place or allow to be placed the toe of a slope of earthen mounding within ten (10) feet horizontal distance of any Sewer

Facilities existing on the Real Estate. Further, Grantor shall not plant, or allow to grow any trees, shrubbery or similar growths directly over or within ten (10) feet horizontal distance from the dripline of the planting to Sewer Facilities. Further, Grantor agrees not to change or permit the change of the grade of earth covering the Sewer Facilities.

The Grantee may cut, trim, or remove any and all trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, landscaping, irrigation systems or other similar vegetation, growth or structures, now or hereafter existing or growing upon or extending over the Real Estate, insofar as may be reasonably necessary utilizing due care, in the exercise by the Grantee of any and all rights and authorities herein and hereby granted to Grantee. The exercise of this right by the Grantee, or any other rights herein granted to Grantee, shall not establish in the Grantor any right or claim for damages to such trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures. Any Damage to any private gravel or unpaved drives, drainage pipe or tile, or fences of the Grantor caused by the construction, operation, maintenance or repair of the Sewer Facilities shall be repaired or replaced by the Grantee. Damage to trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures shall be excluded by the Grantee from repair or replacement. Damage to asphalt or concrete pavement for sidewalk, access path, driveway or parking shall also be excluded by the Grantee from repair or replacement. However, with respect to damaged lawns, Grantee agrees to provide initial reseeding of grass for such damaged areas.

The easement rights and privileges granted herein are exclusive and the Grantor covenants that it will not hereafter convey any other easement or conflicting right within the area covered by this grant. To the extent the easement rights granted herein cross, intersect, or coexist with an existing easement of record, the easement granted herein shall not be exclusive with respect to that portion of such prior existing easement with which the easement granted herein crosses, intersects, or coexists. Notwithstanding the exclusivity of the easement herein granted, all storm drainage facilities and utility pipes or conduits for other utility services with five (5) feet minimum vertical clearance from the Sewer Facilities may intersect the Sewer Easements granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except at locations within twenty (20) linear feet from a sanitary manhole structure, and all streets, roads or sidewalks may intersect the Sewer Easement granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except, as concerns sidewalks, at locations within one (1) linear foot from a sanitary manhole structure and, except as concerns streets or roads, at locations within five (5) linear feet from a sanitary manhole structure. Easement allows for a public, municipally owned storm drainage piping system to exist within this easement subject to the pipes being spaced fifteen feet (15') horizontally from each other.

Notwithstanding any other provisions of this Sewer Easement, Grantee shall have the absolute right at any time, and from time to time, to construct and install other main extensions or lateral main extensions and appurtenant facilities of any nature connecting to the Sewer Facilities. Said easement also includes the rights and privileges (i) of ingress and egress for the employees, agents and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (ii) to use temporarily additional space where available and necessary from time to time adjacent to Sewer Facilities for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon and across the Real Estate, and (iii) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted. Grantor agrees that Grantee shall be entitled to and Grantor shall provide any and all easements necessary to allow the construction of and to provide for access to the Sewer Facilities for the purpose of connecting such additional extensions and facilities to the Sewer Facilities.

Grantee shall have full right and authority to assign or convey the easement hereby granted or any part thereof to another sewer utility or a successor in interest, but shall have no right to assign or convey the easement hereby granted or any part thereof to another utility not engaged in providing sewer service. 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 Sewer Easement on behalf of Grantor represents and certifies that Grantor is the owner of the Real Estate, that the undersigned is duly authorized and fully empowered to execute and deliver this easement, that Grantor has full legal capacity to convey the easement described herein, and that all necessary action for the making of such conveyance by Grantor has been taken and done.

This conveyance is not subject to the payment of Indiana Corporate Gross Tax.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal

this 23<sup>rd</sup> day of July 2024.

**GRANTOR**

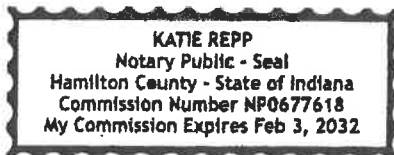
By:   
Peter R. Watson

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Peter R. Watson, and acknowledged the execution of the foregoing Sewer Easement for and on behalf of said party.

WITNESS my hand and notarial seal this 23<sup>rd</sup> day of July, 2024.

Katie Repp  
Notary Public



Katie Repp  
(Printed Signature)

My Commission Expires: Feb. 3, 2032

My County of Residence: Hamilton

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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. /s/ Lindsey Bennett

EXHIBIT "A" PAGE 1 OF 2  
Sanitary Easement – 0.708 Acres

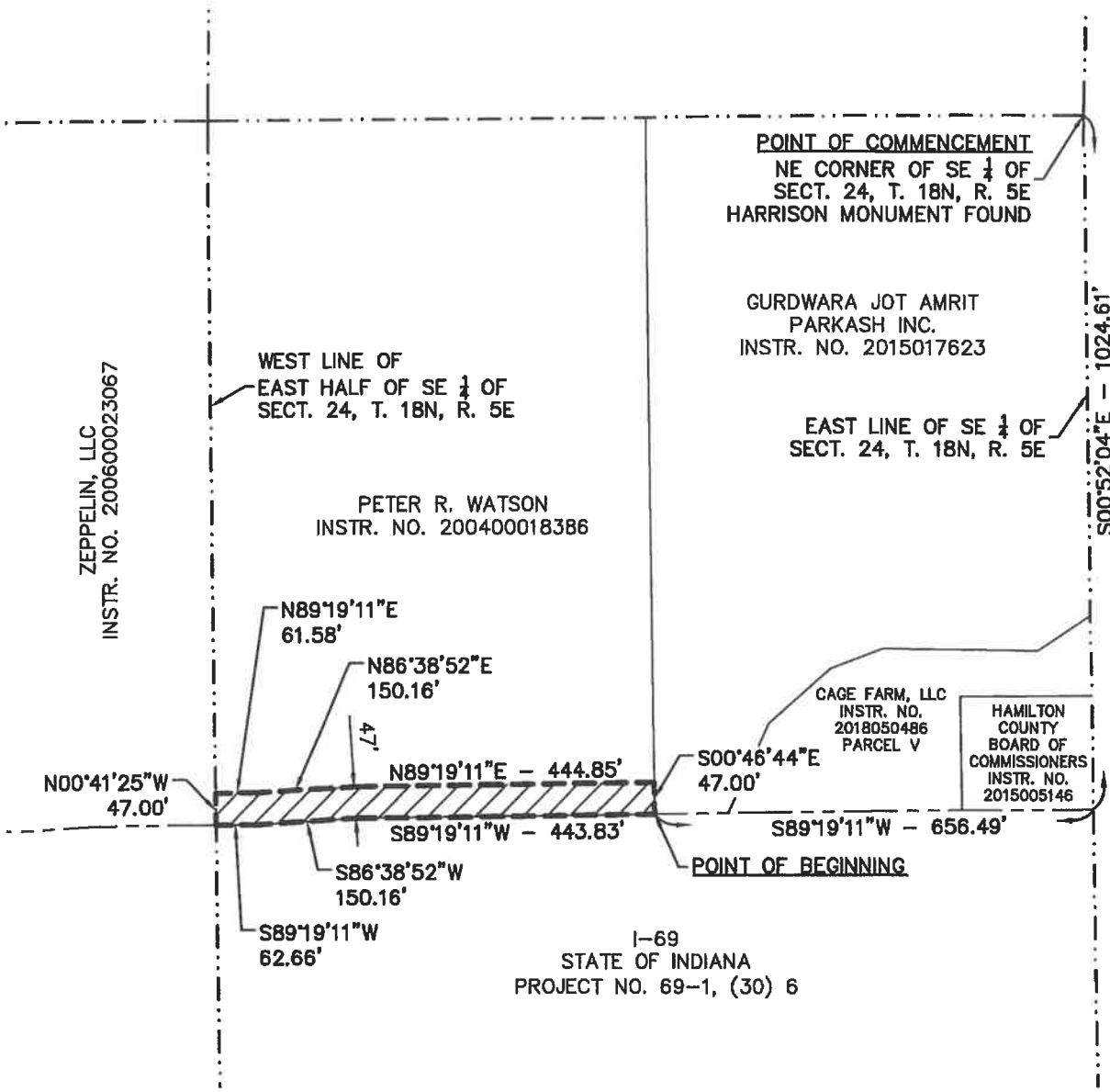
A part of the Southeast Quarter of Section 24, Township 18 North, Range 5 East of the Second Principal Meridian, Hamilton County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument found at the northeast corner of said Southeast Quarter; thence South 00 degrees 52 minutes 04 seconds East (the basis of bearings is the Indiana Geospatial Coordinate System, Hamilton Zone) 1,024.61 feet along the east line of said Southeast Quarter to the north right-of-way line of Interstate 69 per State Highway Project Number 69-1 (30) 6; the following four (4) courses are along said north right-of-way, 1) thence South 89 degrees 19 minutes 11 seconds West 656.49 feet to the southwest corner of the parcel conveyed to Gurdwara Jot Amrit Parkash Inc, as described in Instrument Number 2015017623, in the Office of the Recorder of Hamilton County, Indiana, which is the POINT OF BEGINNING; 2) thence continuing South 89 degrees 19 minutes 11 seconds West 443.83 feet; 3) thence South 86 degrees 38 minutes 52 seconds West 150.16 feet; 4) thence South 89 degrees 19 minutes 11 seconds West 62.66 feet to the west line of the East Half of said Southeast Quarter; thence North 00 degrees 41 minutes 25 seconds West 47.00 feet along said west line to a line that is 47.00 feet north of and parallel with said right-of-way line; the following three (3) courses are along said parallel line, 1) thence North 89 degrees 19 minutes 11 seconds East 61.58 feet; 2) thence North 86 degrees 38 minutes 52 seconds East 150.16 feet; 3) thence North 89 degrees 19 minutes 11 seconds East 444.85 feet to the west line of said parcel; thence South 00 degrees 46 minutes 44 seconds East 47.00 feet along said west line to the POINT OF BEGINNING. Containing 0.708 acres, more or less.

EXHIBIT "A" PAGE 2 OF 2



SCALE: 1"=250'



DRAWING BY: T.COMSTOCK  
 PLOTTED BY: T.COMSTOCK  
 PLOT DATE: 04/15/2024  
 PLOT SCALE: 1"=250'  
 PLOT DATE: 4/15/2024 11:33 AM

**AMERICAN STRUCTUREPOINT INC.**

9025 River Road, Suite 200 | Indianapolis, Indiana 46240  
 TEL 317.547.5560 | FAX 317.543.0270  
 www.structurepoint.com

**EASEMENT EXHIBIT**  
**0.708± ACRES**

Scale:	1" = 250'
Drawn By:	T.Comstock
Checked By:	M.Smith
Date:	04/15/2024
Job No.:	2022.00042

**SHEET**  
**1 OF 1**



Cross Reference: 2015017623  
Parcel No.: 29-11-24-012.000-021

### **GRANT OF SEWER EASEMENT**

THIS INDENTURE WITNESSETH that Gurdwara Jot Amrit Parkash Inc., of Hamilton County, State of Indiana (hereinafter, the "Grantor") for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate, grant, sell and convey to the City of Noblesville, Hamilton County, Indiana (the "Grantee"), a permanent and exclusive easement including the right, privilege, and authority (but subject to the limitations hereinafter stated) to place, construct, install, operate, control, maintain, reconstruct, relocate, change the size of, repair and remove sewer mains, pipes and conduits, all necessary or incidental auxiliary or feeder service mains, pipes or conduits, lift stations, manholes and other facilities, appliances, apparatus and structures convenient or proper for the purpose of rendering sewage disposal services and piped drainage system (the "Sewer Facilities") along, under, through and across the Grantor's real estate situated in Hamilton County, State of Indiana, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Real Estate").

Access to the Real Estate over the adjoining lands of the Grantor, where necessary, is hereby granted to Grantee; provided however, that where the Sewer Facilities are accessible from an adjoining public street or highway, the access shall be from such street or highway.

Grantor shall have the right to fully use and enjoy the Real Estate except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction (other than ground cover or pavement for driveway or parking purposes) on or over the Sewer Facilities, or that would interfere with the construction, maintenance or operation of any part of the Sewer Facilities. Grantee shall not construct or permit to be constructed: (i) any paved or concrete driveways, parking areas, sidewalks, patios, or similar structures over or within a one (1) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; (ii) any paved or concrete roads, streets or other thoroughfares over or within a five (5) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; or (iii) any light poles, street lights, or outdoor lights of any kind directly over or within ten (10) foot horizontal distance of any Sewer Facilities existing on the Real Estate. Grantor shall not place or allow to be placed the toe of a slope of earthen mounding within ten (10) feet horizontal distance of any Sewer

Facilities existing on the Real Estate. Further, Grantor shall not plant, or allow to grow any trees, shrubbery or similar growths directly over or within ten (10) feet horizontal distance from the dripline of the planting to Sewer Facilities. Further, Grantor agrees not to change or permit the change of the grade of earth covering the Sewer Facilities.

The Grantee may cut, trim, or remove any and all trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, landscaping, irrigation systems or other similar vegetation, growth or structures, now or hereafter existing or growing upon or extending over the Real Estate, insofar as may be reasonably necessary utilizing due care, in the exercise by the Grantee of any and all rights and authorities herein and hereby granted to Grantee. The exercise of this right by the Grantee, or any other rights herein granted to Grantee, shall not establish in the Grantor any right or claim for damages to such trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures. Any Damage to any private gravel or unpaved drives, drainage pipe or tile, or fences of the Grantor caused by the construction, operation, maintenance or repair of the Sewer Facilities shall be repaired or replaced by the Grantee. Damage to trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures shall be excluded by the Grantee from repair or replacement. Damage to asphalt or concrete pavement for sidewalk, access path, driveway or parking shall also be excluded by the Grantee from repair or replacement. However, with respect to damaged lawns, Grantee agrees to provide initial reseeding of grass for such damaged areas.

The easement rights and privileges granted herein are exclusive and the Grantor covenants that it will not hereafter convey any other easement or conflicting right within the area covered by this grant. To the extent the easement rights granted herein cross, intersect, or coexist with an existing easement of record, the easement granted herein shall not be exclusive with respect to that portion of such prior existing easement with which the easement granted herein crosses, intersects, or coexists. Notwithstanding the exclusivity of the easement herein granted, all storm drainage facilities and utility pipes or conduits for other utility services with five (5) feet minimum vertical clearance from the Sewer Facilities may intersect the Sewer Easements granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except at locations within twenty (20) linear feet from a sanitary manhole structure, and all streets, roads or sidewalks may intersect the Sewer Easement granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except, as concerns sidewalks, at locations within one (1) linear foot from a sanitary manhole structure and, except as concerns streets or roads, at locations within five (5) linear feet from a sanitary manhole structure. Easement allows for a public, municipally owned storm drainage piping system to exist within this easement subject to the pipes being spaced fifteen feet (15') horizontally from each other.

Notwithstanding any other provisions of this Sewer Easement, Grantee shall have the absolute right at any time, and from time to time, to construct and install other main extensions or lateral main extensions and appurtenant facilities of any nature connecting to the Sewer Facilities. Said easement also includes the rights and privileges (i) of ingress and egress for the employees, agents and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (ii) to use temporarily additional space where available and necessary from time to time adjacent to Sewer Facilities for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon and across the Real Estate, and (iii) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted. Grantor agrees that Grantee shall be entitled to and Grantor shall provide any and all easements necessary to allow the construction of and to provide for access to the Sewer Facilities for the purpose of connecting such additional extensions and facilities to the Sewer Facilities.

Grantee shall have full right and authority to assign or convey the easement hereby granted or any part thereof to another sewer utility or a successor in interest, but shall have no right to assign or convey the easement hereby granted or any part thereof to another utility not engaged in providing sewer service. 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 Sewer Easement on behalf of Grantor represents and certifies that Grantor is the owner of the Real Estate, that the undersigned is duly authorized and fully empowered to execute and deliver this easement, that Grantor has full legal capacity to convey the easement described herein, and that all necessary action for the making of such conveyance by Grantor has been taken and done.

This conveyance is not subject to the payment of Indiana Corporate Gross Tax.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal

this 23<sup>rd</sup> day of July 2024.

**GRANTOR**

**Gurdwara Jot Amrit Parkash Inc.**

By: Jagjit Singh  
Signature

Jagjit Singh, Treasurer  
Printed Name and Title

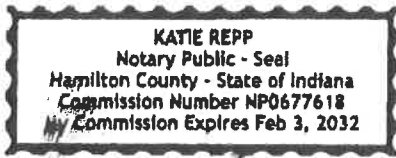
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

STATE OF INDIANA )  
  ) SS:  
COUNTY OF Hamilton

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jagjit Singh, Treasurer, of Gurdwara Jot Amrit Parkash Inc., the Grantor, and acknowledged the execution of the foregoing Sewer Easement for and on behalf of said party.

WITNESS my hand and notarial seal this 23<sup>rd</sup> day of July, 2024.



Katie Repp  
Notary Public

Katie Repp  
(Printed Signature)

My Commission Expires: Feb. 3, 2032

My County of Residence: Hamilton

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,  
One Municipal Drive, Fishers, Indiana, 46038

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. /s/ Lindsey Bennett

EXHIBIT A PAGE 1 OF 2

LEGAL DESCRIPTION  
Sanitary Easement – 0.406 Acres

A part of the Southeast Quarter of Section 24, Township 18 North, Range 5 East of the Second Principal Meridian, Hamilton County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument found at the northeast corner of said Southeast Quarter; thence South 00 degrees 52 minutes 04 seconds East (the basis of bearings is the Indiana Geospatial Coordinate System, Hamilton Zone) 1,024.61 feet along the east line of said Southeast Quarter to the north right-of-way line of Interstate 69 per State Highway Project Number 69-1 (30) 6; the following two (2) courses are along said north right-of-way line, 1) thence South 89 degrees 19 minutes 11 seconds West 638.32 feet to the POINT OF BEGINNING; 2) thence continuing South 89 degrees 19 minutes 11 seconds West 18.17 feet to the southwest corner of the parcel conveyed to Gurdwara Jot Amrit Parkash Inc, as described in Instrument Number 2015017623, in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 46 minutes 44 seconds West 47.00 feet along the west line of said parcel; thence North 89 degrees 19 minutes 11 seconds East 10.10 feet; thence North 21 degrees 05 minutes 09 seconds East 304.76 feet; thence North 89 degrees 59 minutes 56 seconds East 299.95 feet; thence South 44 degrees 56 minutes 20 seconds East 8.23 feet to the west line of the sewer easement as described in Instrument Number 2007032330, in the Office of said Recorder; the following two (2) courses are along said west line, 1) thence South 54 degrees 34 minutes 42 seconds West 10.26 feet; 2) thence South 42 degrees 22 minutes 22 seconds West 17.91 feet; thence South 89 degrees 59 minutes 56 seconds West 268.18 feet; thence South 21 degrees 05 minutes 09 seconds West 277.62 feet; thence North 89 degrees 19 minutes 11 seconds East 95.90 feet to the west line of Parcel V conveyed to Cage Farm, LLC as described in Instrument Number 2018050486, in the Office of said Recorder; thence South 25 degrees 10 minutes 21 seconds West 22.22 feet along said west line; thence South 89 degrees 19 minutes 11 seconds West 94.20 feet; thence South 21 degrees 05 minutes 09 seconds West 29.07 feet to the POINT OF BEGINNING. Containing 0.406 acres, more or less.

EXHIBIT A PAGE 2 OF 2



SCALE: 1"=150'

POINT OF COMMENCEMENT  
NE CORNER OF SE ¼ OF  
SECT. 24, T. 18N, R. 5E  
HARRISON MONUMENT FOUND

GURDWARA JOT AMRIT PARKASH INC.  
INSTR. NO. 2015017623

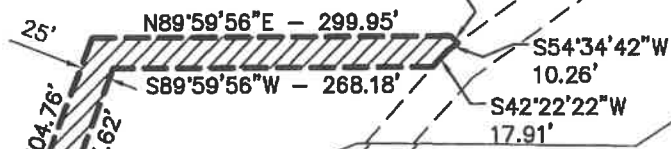
Line Table		
Line	Bearing	Distance (ft)
L1	N89°19'11"E	95.90
L2	S25°10'21"W	22.22
L3	S89°19'11"W	94.20
L4	S21°05'09"W	29.07

EAST LINE OF SE ¼ OF  
SECT. 24, T. 18N, R. 5E

30' SEWER EASEMENT  
PER INSTR. NO. 2007032330

S44°56'20"E  
8.23'

PETER R. WATSON  
INSTR. NO. 200400018386

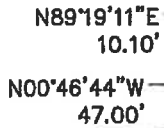


30' SEWER EASEMENT  
PER INSTR. NO. 2007032333

CAGE FARM, LLC  
INSTR. NO. 2018050486  
PARCEL V

HAMILTON COUNTY  
BOARD OF  
COMMISSIONERS  
INSTR. NO. 2015005146

SEWER EASEMENT  
PER INSTR. NO.  
2009035554



POINT OF BEGINNING

S89°19'11"W - 638.32'

I-69  
STATE OF INDIANA  
PROJECT NO. 69-1, (30) 6

S00°52'04"E - 1024.61'

PLOT DATE: 4/22/2024 10:31 AM  
 PLOT SCALE: 1"=150'  
 DRAWING FILE: P:\2022\0002\02 - 0002\0002.dwg  
 USER: T.Comstock  
 PLOT DATE: 4/22/2024

AMERICAN  
**STRUCTUREPOINT**  
INC.

6025 River Road, Suite 200 | Indianapolis, Indiana 46240  
TEL 317.547.5580 | FAX 317.543.0270  
www.structurepoint.com

**EASEMENT EXHIBIT**  
**0.406± ACRES**

Scale:	1" = 150'
Drawn By:	T.Comstock
Checked By:	M.Smith
Date:	04/22/2024
Job No.:	2022.00042

**SHEET**  
**1 OF 1**