



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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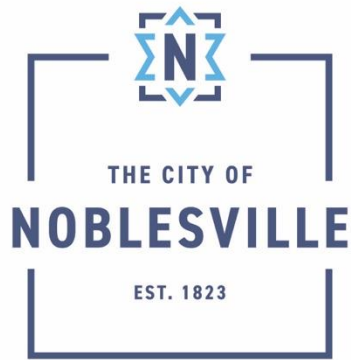
**MEETING DATE:** November 12, 2024

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

**ITEM #:** 5

**INITIATED BY:** Justin Hubbard

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



**TO: BOARD OF PUBLIC WORKS AND SAFETY**  
**FROM: JUSTIN HUBBARD, PROJECT COORDINATOR, ENGINEERING**  
**SUBJECT: BRANSON RESERVE**  
**GRANT OF PERMANENT SEWER EASEMENT**  
**DATE: NOVEMBER 12, 2024**

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### **Information**

Attached is the Permanent Sewer Easement Grant for the parcel below:

- Parcel 29-07-21-000-036.000-012 Shell

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

Your consideration in this matter is appreciated.



## GRANT OF PERMANENT SEWER EASEMENT

Project: City of Noblesville Sanitary Sewer Parcel: M/I  
Homes of Indiana, L.P. /Branson Reserve

Instrument Cross Reference No: 2013020737 OCD

This indenture witnesseth that **Matthew W. Shell**, an adult, hereinafter called "Grantor(s)" 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 grant, sell and convey to **THE CITY OF NOBLESVILLE, INDIANA**, whose address is Noblesville City Hall, 16 S. 10th Street, Noblesville, IN 46060, and its successors and assigns, (hereinafter called "Grantee") a permanent non-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 sanitary sewer service (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 men, 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, bushes, 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. 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. Although this is a non-exclusive easement, Grantor may not grant an easement that interferes with Grantee's rights hereunder and Grantor may not grant an easement to any other user without the prior written consent of Grantee, which consent shall not unreasonably be withheld.

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 shall not place trees, fences or other permanent structure within the Easement unless authorized in writing by Grantor. 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 shall further not grant additional easements in the Real Estate without Grantee's consent. 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.

Executed this 7 day of October, 2024 by "Grantor(s)".

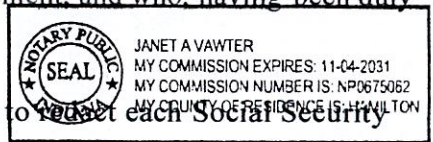
Matthew W. Shell  
Signature

Matthew W. Shell

owner  
Title

STATE OF INDIANA )  
COUNTY OF Indiana ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Matthew W. Shell 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.



I affirm, under the penalties for perjury, that I have taken reasonable care to ~~verify~~ research each Social Security number in this document, unless required by law. Stephen C. Unger

Form of instrument prepared by Stephen C. Unger, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204

# EXHIBIT "A"

**GRANTOR**

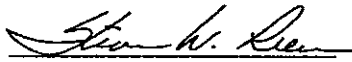
Parcel No. 29-07-21-000-035.000-012  
 and No. 29-07-21-000-036.000-012  
 Matthew W. Shell  
 Quitclaim Deed  
 Recorded: April 4, 2013  
 Instrument #2013020737

**PERMANENT EASEMENT LAND DESCRIPTION**  
 (20' Offsite Sanitary Sewer Easement)

A part of the Southwest Quarter of Section 21, Township 19 North, Range 5 East of the Second Principal Meridian in Noblesville Township, Hamilton County, Indiana, being more particularly described as follows:

COMMENCING at the southwest corner of the Southwest Quarter of said Section 21, marked by a 5/8 inch diameter rebar with illegible cap; thence North 00 degrees 06 minutes 41 seconds East (grid bearing, Indiana Geospatial Coordinate System, "Hamilton County" Zone) along the West line thereof a distance of 1,070.80 feet to the southwest corner of the Grantor's land; thence North 88 degrees 55 minutes 21 seconds East along the south line of said Grantor's land a distance of 15.00 feet to the POINT OF BEGINNING; thence North 00 degrees 06 minutes 41 seconds East a distance of 216.18 feet; thence North 60 degrees 00 minutes 19 seconds West a distance of 17.30 feet to the west line of the Grantor's land; thence North 00 degrees 06 minutes 41 seconds East along said west line a distance of 23.07 feet; thence South 60 degrees 00 minutes 19 seconds East a distance of 40.37 feet; thence South 00 degrees 06 minutes 41 seconds West a distance of 227.34 feet to the south line of the Grantor's land; thence South 88 degrees 55 minutes 21 seconds West along said south line a distance of 20.00 feet to the POINT OF BEGINNING, containing 5,112 square feet, 0.117 acres, more or less.


THIS EXHIBIT PREPARED BY:








Steven W. Reeves  
 Professional Surveyor #20400005  
 May 15, 2024  
 Revised: September 24, 2024  
 E-Mail: sreeves@hwcengineering.com



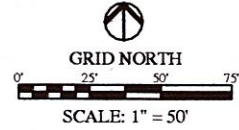
Plot Date: Sep 24, 2024    Plot Time: 8:23am    File Name: W:\M Home\2023-371 M Home - Holland Property - Noblesville\Design\Easement\Development\2371 Easements Revised 2.dwg, Layout: 20 SSE (1)    By: jgw/af

PREPARED BY  <b>HWC</b> <b>ENGINEERING</b> 135 N. PENNSYLVANIA ST, SUITE 2800 INDIANAPOLIS, IN 46204 317-347-3663 INDIANAPOLIS - TERRE HAUTE LAFAYETTE - MUNCIE - NEW ALBANY <a href="http://www.hwcengineering.com">www.hwcengineering.com</a>	BRANSON RESERVE OFFSITE SANITARY SEWER EASEMENT SW 1/4 SEC. 21-19N-5E HAMILTON COUNTY, INDIANA	DRAWN BY CLH	JOB NUMBER 2023-371-A
		CHECKED BY MGJ	
		DATE 05/15/2024	
		SCALE NA	
	PG 1 OF 2		

**LEGEND**

-  PERMANENT EASEMENT
-  PROPERTY LINE
-  P.O.B. POINT OF BEGINNING
-  S.F. SQUARE FEET
-  AC. ACRES

**EXHIBIT "A"**



BLOCK A  
DRAINAGE AND UTILITY  
EASEMENT

MEADOWS GLEN  
SECTION 4  
P.C. 2, SLIDE 221  
INST. #199909905519

N00°06'41"E  
23.07'

S60°00'19"E  
40.37'

**GRANTOR**  
PARCEL #29-07-21-000-036.000-012  
MATTHEW W. SHELL  
INST. #2013020737

N60°00'19"W  
17.30'  
LOT 117

20' PERMANENT EASEMENT  
(OFFSITE SANITARY SEWER EASEMENT)  
5,112 S.F.± / 0.117 AC.±

216.18'

227.34'

N00°06'41"E

S00°06'41"W

**GRANTOR**  
PARCEL #29-07-21-000-035.000-012  
MATTHEW W. SHELL  
INST. #2013020737

N88°55'21"E  
15.00'

S88°55'21"W  
20.00'

"PROPOSED BRANSON RESERVE"

WEST LINE SW 1/4 SEC. 21

N00°06'41"E  
1,070.80'

POINT OF COMMENCEMENT  
SW CORNER SW 1/4  
SEC. 21-T19N-R5E  
5/8" REBAR W/CAP (ILLEGIBLE)

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

File Name: W:\Jill Homes\2023-371 Mill Homes - Holland Property - Hobbesville\Design\Easement Development\3371.Easements Revised 2.dwg, Layout: 20 ESE (2) By: jowe Plot Date: Sep 24, 2024 Plot Time: 8:22am

PREPARED BY



**HWC**  
**ENGINEERING**

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

INDIANAPOLIS - TERRE HAUTE  
LAFAYETTE - MUNCIE - NEW ALBANY

**BRANSON RESERVE**  
**OFFSITE SANITARY SEWER EASEMENT**  
SW 1/4 SEC. 21-19N-5E

HAMILTON COUNTY, INDIANA

www.hwcengineering.com

**DRAWN BY**  
CLH

**CHECKED BY**  
MGJ

**DATE**  
05/15/2024

**SCALE**  
1" = 50'

**JOB NUMBER**  
2023-371-A