

Westfield City Council Members

Mark Keen, President (District 1)
Steve Hoover (District 2)
Robert L. Horkay, (District 5)
Chuck Lehman, (District 4)
Joe Edwards (District 3)
Cindy L. Spoljaric (At Large)
Jim Ake Vice President (At Large)



CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda_08_02_2018

Thursday, August 02, 2018 at 09:45 AM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Thursday, August 02, 2018 at 09:45 AM

MEETING PLACE: Westfield City Hall- Assembly Room

***THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF
THE COUNCIL***

AGENDA

Pledge of Allegiance

Invocation

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Miscellaneous Business/Special Recognition:

New Business:

Consideration of a Memorandum of Understanding

Adoption Consideration: August 2, 2018

Documents: [Memorandum of Understanding](#) | [Amended Settlement Agreement](#)

**Resolution 18-110: Approving License Memorandum of Understanding with
Hamilton County, In and J.R. Farmer Harmony, LLC**

Adoption Consideration: August 2, 2018

Documents: [Resolution 18-118](#)

Guests:

Residents who wish to address the Council on items not on the agenda may do so at this time.

Council Response to Guest Comments

City Council Comments

Mayor Comments

Adjourn

Executive Session: I.C. 5-14-1.5-6.1 (b) (2) (B): Legal Issues

Working Meeting

MEMORANDUM OF UNDERSTANDING BETWEEN HAMILTON
COUNTY, INDIANA, AND THE CITY OF WESTFIELD,
CONCERNING CONSTRUCTION OF ROAD IMPROVEMENT

This Memorandum of Understanding entered into by and between the Board of Commissioners of Hamilton County, on behalf of Hamilton County, Indiana, ("the County") and the Westfield Common Council, on behalf of the City of Westfield, ("Westfield").

WITNESS THAT:

WHEREAS, in 2013, J.R. Farmer Harmony, LLC, ("the Landowner") was the owner of a forty (40) acre parcel of real estate located on the northwest corner of 146th Street and Ditch Road, in Washington Township, Hamilton County, Indiana, ("the Real Estate"), which Real Estate has been subsequently platted into right of way and several privately owned parcels pursuant to a plat of the Harmony Mixed Use District, approved the City of Westfield on the 6th day of July, 2017, and duly recorded in the office of the Hamilton County Recorder on the 13th day of July, 2017, as Instrument No. 20170033285 ("the Plat"); and,

WHEREAS, in 2013, the County was in the process of acquiring right of way for the reconstruction of 146th Street, from a two (2) lane County road, to a partially limited access four (4) lane thoroughfare, which improvements included a round-a-bout at 146th Street and Ditch Road ("the Project"); and,

WHEREAS, on April 22, 2013, the Landowner and the County entered into a Settlement Agreement ("the Settlement Agreement") concerning the dedication of approximately 6.5 acres of right of way to the County; construction of drainage and road improvements by the Landowner; and other matters related to the Real Estate and the 146th Street Project, which

Settlement Agreement was duly recorded in the office of the Hamilton County Recorder on the 9th day of October, 2013, as Instrument No. 2013063162; and,

WHEREAS, as part of the 146th Street Project, the County has completed construction of a Frontage Road from the west of the Real Estate, to connect to the southwest corner of the real estate included in the Plat; and,

WHEREAS, the Plat includes dedicated right of way for two (2) roads, namely Halston Drive, which is complete, and Waterleaf Drive, which is partially constructed; and,

WHEREAS, the Landowner has agreed to complete Waterleaf Drive to the west the property line of the Real Estate as shown on the Plat; and,

WHEREAS, the Landowner has prepared a map showing the location of the roads and lots in the Plat, ("the Development Plan"), a copy of which is attached hereto and marked as Exhibit A; and,

WHEREAS, the Landowner has agreed to construct a connecting road ("the Connecting Road") to connect Waterleaf Drive from its west terminus shown on the Plat, to the County's existing Frontage Road; and,

WHEREAS, in order to construct the Connecting Road, it is necessary to acquire right of way from the 7.83 acre parcel of ground immediately west of the plat, which parcel is owned by SAS Land, LLC; and,

WHEREAS, the Landowner, and Westfield have attempted to contact SAS Land, LLC, to negotiate the acquisition of the right of way for the Connecting Road, and both have been unsuccessful in their attempts to contact SAS Land, LLC.

IT IS THEREBY AGREED by and between the County and Westfield as follows:

1. Westfield agrees to assist the Landowner in acquiring the temporary right of way to be dedicated to Westfield for construction of the Connecting Road, including Westfield using its right of eminent domain, if necessary.

2. Upon acquisition of the Connecting Road right of way, the Landowner has agreed to pay, or cause to be paid, all costs to:

- a. Complete Waterleaf Drive from its present western terminus, to the western boundary of the Real Estate as shown in the Development Plan.
- b. Construct the Connecting Road to connect Waterleaf Drive to the County's Frontage Road, with an aesthetically pleasing curved radii, to be completed with at least binder by July 1, 2019, as shown on Exhibit A.
- c. Acquire the right of way necessary to construct and maintain the Connecting Road, including all costs incurred by Westfield for right of way acquisition.

3. The road and right of way of the Connecting Road to shall be dedicated to, and maintained by Westfield.

4. The Connecting Road described in Section 2 above, shall be completed for public travel on or before July 1, 2019.

5. Westfield agrees to take all steps necessary to acquire the Connecting Road right of way on or before February 1, 2019, to allow for the completion of construction of the Connecting Road, on or before the 1st day of July, 2019.

6. The parties acknowledge that, Westfield may subsequently abandon or relocate the Connecting Road, as long as there is still access by public roads from Ditch Road to the

properties served by the County's Frontage Road. The right of way for the Connecting Road may be conveyed to Westfield as a temporary right of way.

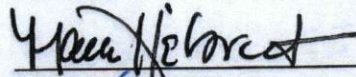
7. Any release of the temporary right of way conveyed to Westfield for the Connecting Road shall not be effective unless approved by the County, upon a showing that the property served by the Connecting Road and the County's Frontage Road have been provided alternative access to Waterleaf Drive. The approval by the County shall not be unreasonably withheld.

8. Westfield and the County agree that the terms and conditions of this Memorandum of Understanding shall be in full force and effect upon passage by all parties. Immediately upon receipt of a fully executed copy of this Memorandum of Understanding by the County, the County shall terminate the existing Temporary Access Easement from the County's Frontage Road located at southwest corner of the Plat, to the eastern right of way of Halston Drive.

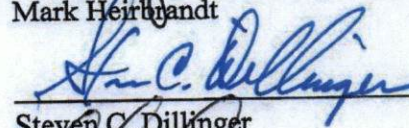
9. This Memorandum of Understanding shall be enforceable in perpetuity, unless it is subsequently modified or released by Westfield and the County.

ALL OF WHICH IS AGREED by the Board of Commissioners of Hamilton County this 23 day of July, 2018.

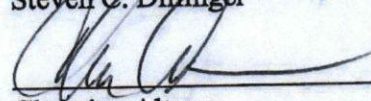
BOARD OF COMMISSIONERS OF
HAMILTON COUNTY



Mark Heirbrandt

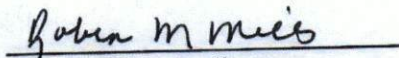


Steven C. Dillinger



Christine Altman

ATTEST:


Robin Mills, Auditor

ALL OF WHICH IS AGREED UPON THIS _____ DAY OF _____ 2018.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer



EXHIBIT A

**AMENDED SETTLEMENT AGREEMENT
AND RELEASE OF TEMPORARY RIGHT OF WAY**

Document Cross Reference Nos. 2013063162
2013064140
2013064141
20170033285

This Amended Settlement Agreement ("the Amended Settlement Agreement") is entered into by and between J.R. Farmer Harmony, LLC ("the Landowner") and the Board of Commissioners of Hamilton County, on behalf of Hamilton County, Indiana ("the County").

WHEREAS, in 2013, the Landowner was the owner of a certain forty (40) acre parcel of real estate located on the northwest corner of 146th Street and Ditch Road, in Washington Township, Hamilton County, Indiana, ("the Real Estate"), which Real Estate has been subsequently platted into right of way and several privately owned parcels pursuant to a plat of the Harmony Mixed Use District, approved the City of Westfield on the 6th day of July, 2017, and duly recorded in the office of the Hamilton County Recorder on the 13th day of July, 2017, as Instrument No. 20170033285 ("the Plat"); and,

WHEREAS, on April 22, 2013, the Landowner and the County entered into a Settlement Agreement ("the Settlement Agreement") concerning the dedication of approximately 6.5 acres of right of way to the County; construction of drainage and road improvements by the Landowner; and other matters related to the Real Estate and the 146th Street project of the

County, which Settlement Agreement was duly recorded in the office of the Hamilton County Recorder on the 9th day of October, 2013, as Instrument No. 2013063162; and,

WHEREAS, subsequent to the approval of the Settlement Agreement, the Landowner granted a Grant of Temporary Access and Drainage Easement ("the Temporary Easements"), which was recorded in the office of the Hamilton County Recorder on the 16th day of October, 2013, as Instrument No. 2013064141; and,

WHEREAS, the Temporary Easements were to be used for the construction of drainage improvements on the Real Estate and an access road from Ditch Road on the northeast corner of the Real Estate to connect to the frontage road ("the County's Frontage Road") located at the southwest corner of the Real Estate; and,

WHEREAS, the County has completed construction of the County's Frontage Road across the three (3) parcels of land west of the Real Estate, to connect to the southwest corner of the Real Estate included in the Plat; and,

WHEREAS, the Plat includes dedicated right of way for two (2) roads, namely Halston Drive, which is complete, and Waterleaf Drive, which is partially constructed; and,

WHEREAS, the Landowner has agreed to complete Waterleaf Drive to the west the property line of the Real Estate as shown on the Plat; and,

WHEREAS, the Temporary Access Easement, which has not been released, is described in Exhibit A and shown on Exhibit B, which are attached hereto; and,

WHEREAS, all of the drainage improvements on the Real Estate have been completed and the Temporary Drainage Easement described in Exhibit C, should be released; and,

WHEREAS, the Landowner has prepared a map showing the location of the roads and lots in the Plat, ("the Development Plan"), a copy of which is attached hereto and marked as Exhibit D; and,

WHEREAS, pursuant to the Settlement Agreement, the Landowner was to construct an internal road on the Real Estate to connect Ditch Road to the County's Frontage Road and upon completion, the County agreed to release the Temporary Access Easement described in Exhibit A; and,

WHEREAS, the Landowner has agreed to construct a connecting road ("the Connecting Road") to connect Waterleaf Drive from its west terminus on the Plat to connect onto the County's existing Frontage Road at a location west of the Plat, which plans are to be reviewed by the Hamilton County Highway Department; and,

WHEREAS, the Connecting Road shall include aesthetically pleasing curved radii similar to Exhibit E, to be completed with at least binder and available for public use by July 1, 2019; and,

WHEREAS, the parties are desirous of amending certain parts of the Settlement Agreement under the terms and conditions set out herein.

IT IS THEREBY AGREED by and between the parties as follows:

1. The Landowner shall pay, or cause to be paid, all costs to:
 - a. Complete Waterleaf Drive to the western boundary of the Real Estate as shown in the Plat.
 - b. Construct the north-south curved Connecting Road from the west boundary of the Real Estate to connect Waterleaf Drive to the County's Frontage Road, including any costs incurred by Westfield or the Landowner to acquire the temporary right

of way necessary to construct the Connecting Road, which road shall be maintained by Westfield.

2. The parties agree that the Landowner has:
 - a. Completed all of the drainage improvements described in the Settlement Agreement;
 - b. Has been paid all amounts owed to the Landowner for the construction of the drainage improvement.
3. The County shall release the Temporary Access Easement from the eastern right of way of Halston Drive to the western boundary of the Plat and the Drainage Easement described in Exhibit C in partial consideration of the following:
 - a. The County shall continue to retain the net of One Hundred Fifty Thousand Dollars (\$150,000) ("the Net Reimbursement Amount") described in Section 9 and Section 10 of Exhibit C of the Settlement Agreement. The Net Reimbursement Amount includes the total of Three Hundred Sixty-five Thousand Dollars (\$365,000) in reimbursements due to the Landowner under Section 10 of the Settlement Agreement, less the One Hundred Fifty Thousand Dollars (\$150,000) for drainage improvements paid by the County, and, less the Sixty-five Thousand Dollars (\$65,000) for redesign costs owed to the County under Section 9 of the Settlement Agreement; and,
 - b. The Landowner shall post a performance bond or other acceptable surety in the amount of Fifty Thousand (\$50,000) to assure construction of the balance of Waterleaf Drive and Connecting Road described in Section 4 below, which shall be completed for public travel prior to July 1, 2019.

4. The road and right of way to connect to the County's Frontage Road to Waterleaf Drive shall be dedicated to, and maintained by the City of Westfield.

5. The County agrees to release the part of the Temporary Access Easement through Lot 1 of the Plat upon acceptance and recording this Amended Settlement Agreement; approval of a Memorandum of Understanding between the County and Westfield concerning acquisition of right of way for the Connecting Road; and posting of a bond described in Section 3b above.

6. Upon completion of Waterleaf Drive; completion and dedication of the Connecting Road; and acceptance of the Connecting Road by Westfield, the County agrees to:

- a. Release the Fifty Thousand Dollars (\$50,000) Performance Bond described in Section 3b above;
- b. Pay to the Landowner or its designee the amount of One Hundred Fifty Thousand Dollars (\$150,000) described in Section 9 and Section 10 of Exhibit C of the Settlement Agreement; less the costs paid by the County to close the existing temporary access point for the Harwood property to the west of the Real Estate.
- c. Release all of the remaining Temporary Access Easement across the Real Estate from Halston Drive to the northeastern boundary of the Plat.

7. In the event, the Connecting Road described in Section 1a and 1b above, is not completed for public travel by July 1, 2019, the Performance Bond described in Section 3b above, shall be forfeited; the One Hundred Fifty Thousand Dollars (\$150,000) reimbursement to the Landowner, shall be forfeited; and the County may use said sum and the proceeds of the bond to complete the Connecting Road.

8. The County has previously approved the construction of Halston Drive at the location shown in the Plat as a right-in, right-out access point to 146th Street. Therefore, the exception to the limitation of access between the Real Estate and the northern boundary of 146th Street described in the first paragraph of Page 2 of a Special Warranty Deed and Grant of Permanent Easements, dated October 11, 2013, and recorded on the 16th day of October, 2013, as Instrument No. 2013064140 shall be amended to delete the following: "(a) a right-in, right-out entrance onto the west bound lane of the new 146th Street, which shall be located between point 1336 and 1337 on Exhibit B". The following language shall describe the location of the new break in the limitation of access to permit: "(a) a right-in, right-out entrance onto the west bound lane of the new 146th Street, which break in the limitation of access shall include the width of the right of way for Halston Drive as shown on the Plat of the Harmony Mixed Use Development".

9. The temporary drainage easement rights granted by the Landowner to the County; pursuant to the Grant of Temporary Access and Drainage Easements are terminated and the part of the Temporary Access Easement from Halston Drive to the west boundary of the Plat as described in Section 3 is released.

ALL OF WHICH IS AGREED by and between the parties on the dates set out below.

Dated: 7/23/18

LANDOWNER

J.R. FARMER HARMONY, LLC

James R. Farmer
James R. Farmer, Manager

STATE OF INDIANA)
)SS:
COUNTY OF)



Subscribed and sworn to before me, a Notary Public, this 23 day of July, 2018, personally appeared the within named James R. Farmer, Manager of J.R. Farmer Harmony, LLC, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

My Commission Expires:

11/5/2024

Tyler Blake
Notary Public,
Residing in Hamilton County, Indiana

BOARD OF COMMISSIONERS
OF HAMILTON COUNTY

Dated: 07-23-18

Mark E. Heirbrandt
Mark E. Heirbrandt

Steven C. Dillinger
Steven C. Dillinger

Christine Altman
Christine Altman

ATTEST:

Robin Mills
Robin Mills, Auditor

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public, this 23rd day of July, 2018, personally appeared the within named Mark Heirbrandt, Steven C. Dillinger, and Christine Altman as the Board of Commissioners of Hamilton County, and Robin Mills, as Auditor of Hamilton County, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

My Commission Expires:
11-15-25

Tracey A. Presley
Notary Public, TRACEY A. PRESLEY
Residing in Hamilton County, Indiana

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: Michael A. Howard.

This instrument prepared by Michael A. Howard, Attorney at law, 694 Logan Street, Noblesville, IN 46060, (317) 773-4212.

EXHIBIT "A"

Project: 0810287
Key No.: 08-09-16-00-00-012,000
Parcel: 1D Temporary Access Easement

Sheet 1 of 2

A part of the Southeast Quarter of the Southeast Quarter Section 16, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the southeast corner of said quarter quarter section; thence along the south line of said quarter quarter section South 89 degrees 32 minutes 13 seconds West 1,352.29 feet to the west line of the grantor's land; thence along said west line North 00 degrees 10 minutes 55 seconds West 11.00 feet to the north boundary of 146th Street; thence continuing along said west line North 00 degrees 10 minutes 55 seconds West 183.13 feet to the point of beginning of this description; thence continuing along said west line North 00 degrees 10 minutes 55 seconds West 70.00 feet; thence North 89 degrees 30 minutes 53 seconds East 77.43 feet; thence Northeasterly 272.67 feet along an arc to the left and having a radius of 840.00 feet and subtended by a long chord having a bearing of North 80 degrees 12 minutes 56 seconds East and a length of 271.47 feet; thence North 70 degrees 55 minutes 01 seconds East 576.17 feet; thence North 47 degrees 23 minutes 25 seconds East 229.16 feet; thence North 00 degrees 00 minutes 15 seconds East 364.42 feet; thence Northeasterly 337.72 feet along an arc to the right and having a radius of 215.00 feet and subtended by a long chord having a bearing of North 45 degrees 00 minutes 13 seconds East and a length of 304.06 feet; thence South 89 degrees 59 minutes 47 seconds East 68.35 feet to the west boundary of Ditch Road; thence along said west boundary South 00 degrees 04 minutes 28 seconds East 142.92 feet; thence South 89 degrees 55 minutes 32 seconds West 65.00 feet; thence North 08 degrees 45 minutes 35 seconds West 23.28 feet; thence Southwesterly 149.23 feet along an arc to the left and having a radius of 95.00 feet and subtended by a long chord having a bearing of South 45 degrees 00 minutes 13 seconds West and a length of 134.35 feet; thence South 00 degrees 00 minutes 13 seconds West 359.09 feet; thence North 89 degrees 59 minutes 47 seconds West 40.00 feet; thence South 00 degrees 00 minutes 13 seconds West 23.89 feet; thence Southwesterly 216.59 feet along an arc to the right and having a radius of 175.00 feet and subtended by a long chord having a bearing of South 35 degrees 27 minutes 36 seconds West and a length of 203.03 feet; thence South 70 degrees 55 minutes 00 seconds West 231.35 feet; thence South 85 degrees 02 minutes 46 seconds West 93.61 feet; thence South 70 degrees 07 minutes 40 seconds West 207.12 feet; thence South 59 degrees 36 minutes 24 seconds West 101.98 feet; thence South

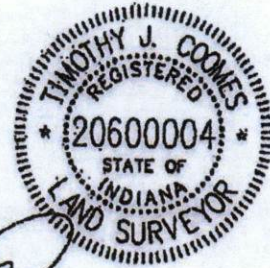
EXHIBIT "A"

Project: 0810287
Key No.: 08-09-16-00-00-012.000
Parcel: 1D Temporary Access Easement

Sheet 2 of 2

70 degrees 55 minutes 00 seconds West 61.22 feet; thence Southwesterly 295.39 feet along an arc to the right and having a radius of 910.00 feet and subtended by a long chord having a bearing of South 80 degrees 12 minutes 57 seconds West and a length of 294.09 feet; thence South 89 degrees 30 minutes 53 seconds West 77.79 feet to the point of beginning, and containing 3.929 acres, more or less.

This description was prepared for the Board of Commissioners of Hamilton County, Indiana by Timothy J. Coomes, Indiana Registered Land Surveyor, License Number 20600004, on the 1st day of April, 2013.



A handwritten signature in black ink, appearing to read "Timothy J. Coomes", written over the bottom portion of the professional seal.

三

EXHIBIT "B" (cont.) PARCEL COORDINATE CHART

SHEET 2 OF 3

Point	Line	Station	Offset	NORTH	EAST
*106	N/A				
*123	N/A				
*2029	N/A				
1218	"PR-A"	+E(247+38.38)	90.00' LT.	120683.3035	107323.6835
1219	"PR-A"	P.C.(248+14.18)	90.00' LT.	120683.9822	107401.4597
1220	"PR-A"	P.T.(251+38.78)	90.00' LT.	120733.9400	107691.2880
1226	"PR-A"	+E(247+38.30)	75.00' LT.	120683.3064	107323.7111
1227	"PR-A"	P.C.(248+14.18)	75.00' LT.	120683.9880	107401.5845
1228	"PR-A"	P.T.(251+38.78)	75.00' LT.	120719.7665	107698.1768
1229	"PR-A"	P.C.(254+37.90)	75.00' LT.	120817.5638	107978.8585
1230	"PR-A"	P.T.(257+65.61)	75.00' LT.	120876.5146	108313.8089
1231	"PR-A"	258+90.00	75.00' LT.	120878.5793	108448.1856
1232	"S-4-X"	29+85.00	75.00' LT.	120885.9052	108600.9214
1233	"S-4-X"	35+80.00	75.00' LT.	121580.0047	108800.1231
1234	"S-4-X"	35+80.00	E(10.00' LT.)	121588.0891	108885.1230
1237	"PR-A"	+E(247+38.51)	75.00' RT.	120518.3050	107324.1872
1238	"PR-A"	P.C.(248+14.18)	75.00' RT.	120518.9713	107402.8548
1239	"PR-A"	P.T.(251+38.78)	75.00' RT.	120578.6121	107745.2188
1240	"PR-A"	P.C.(254+37.90)	75.00' RT.	120578.8072	108027.9000
1241	"PR-A"	P.T.(257+65.61)	75.00' RT.	120726.8383	108316.1114
1242	"PR-A"	258+90.00	75.00' RT.	120728.5970	108450.4981
1250	"WFR"	P.O.T.(69+41.28)		120898.1773	108888.2555
1251	"WFR"	P.C.(64+41.28)		120700.1354	107388.2397
1252	"WFR"	P.L.(65+69.88)		120701.3285	107588.8374
1253	"WFR"	P.T.(67+33.88)		120748.5871	107878.3282
1254	"WFR"	P.C.(74+34.27)		120878.5747	108337.9276
1255	"WFR"	P.L.(75+44.86)		121014.8837	108441.5445
1256	"WFR"	P.T.(76+26.11)		121128.8487	108441.5515
1257	"WFR"	P.C.(80+09.09)		121508.0267	108441.5758
1258	"WFR"	P.L.(81+04.09)		121683.8267	108441.5854
1259	"WFR"	P.T.(82+52.56)		121683.8170	108586.5854
1260	"WFR"	P.O.T.(83+30.99)		121693.8120	108675.0184
1261	"WFR"	P.O.T.(88+05.05)		120772.8586	107742.5886
1262	"PR-A"	P.O.T.(245+00.00)		120591.3077	107088.0510
1263	"PR-A"	P.C.(248+14.18)		120583.9886	107402.2197
1264	"PR-A"	P.L.(249+77.92)		120595.3554	107585.9527
1265	"PR-A"	P.T.(251+38.78)		120648.8903	107720.8977
1266	"PR-A"	P.C.(254+37.90)		120748.8865	108003.3793

OWNER : J.R. FARMER, SYMPHONY, LLC
 PARCEL : 1
 CODE :
 PROJECT : 0810287
 ROAD : 148TH STREET
 COUNTY : HAMILTON
 SECTION : 16
 TOWNSHIP : 18N.
 RANGE : 3E.

REVISED BY: K.J. CARR 3-28-13
 REVISED BY: K.J. CARR 3-4-13
 REVISED BY: K.J. CARR 5-31-12
 REVISED BY: K.J. CARR 4-18-12
 DRAWN BY: J.O. BETZ 9-27-10
 CHECKED BY: T.J. COOMES 9-30-10
 DES: 0810287

EXHIBIT "B" (cont.) PARCEL COORDINATE CHART

SHEET 3 OF 3

Point	Line	Station	Offset	NORTH	EAST
1267	TR-A	P.I.(255+88.10)	---	120799.0822	108154.7786
1268	TR-A	P.T.(257+53.61)	---	120801.5234	108314.9591
1269	TR-A	P.I.(261+16.82)	---	120807.0727	108876.1265
1270	S-4-A	25+25.00	75.00' LT.	120825.9055	108601.3828
1271	S-4-A	42(25+32.10)	75.00' LT.	120812.1855	108601.5084
1288	TR-A	202+00.00	90.00' LT.	120783.9580	107749.1218
1289	TR-A	253+00.00	110.00' LT.	120805.5513	107837.0873
1300	TR-A	258+00.00	115.00' LT.	120875.9548	108031.8706
1301	TR-A	258+00.00	100.00' LT.	120885.8016	108143.1663
1302	TR-A	P.T.(257+53.61)	100.00' LT.	120901.5097	108313.4179
1303	TR-A	258+90.00	105.00' LT.	120908.5741	108447.7199
1304	S-4-A	29+88.12	75.00' LT.	120898.1249	108600.8914
1309	TR-A	258+87.72	75.00' RT.	120728.5904	108448.2109
1310	S-4-A	25+08.87	274.57' LT.	120898.8124	108401.8104
1311	A	235+36.23	35.00' LT.	120533.0147	108417.9603
1312	A	228+08.62	35.00' LT.	120527.1191	107888.3729
1313	A	227+23.07	2(11.80' LT.)	120504.4447	107808.0180
1314	TR-A	253+00.00	115.00' RT.	120592.9198	107910.8499
1315	TR-A	253+00.00	105.00' RT.	120603.9823	108090.7574
1316	TR-A	253+30.00	90.00' RT.	120704.3892	108220.5042
1317	TR-A	P.T.(257+53.61)	90.00' RT.	120711.5321	108316.3573
1318	TR-A	258+51.65	90.00' RT.	120713.4889	108442.3729
1328	TR-A	252+85.00	75.00' LT.	120781.0947	107815.4884
1337	TR-A	253+35.00	75.00' LT.	120783.9207	107881.6118
1338	TR-A	254+32.58	75.00' RT.	120874.0887	108022.8749
1339	TR-A	255+07.85	75.00' RT.	120894.8053	108088.7329

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST
COORDINATES AND BEARINGS & DISTANCES.
* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument No. 2008009681 in the Office of the Recorder of Hamilton County, Indiana, (Incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 885 IAC 1-12, (Rule 12).

Given under my hand and seal: 4/1/13
Date

TIMOTHY J. COOMES
Registered Land Surveyor No. 20600004
State of Indiana



OWNER : J.R. FARMER SYMPHONY, LLC
PARCEL : 1
CODE :
PROJECT : 0810287
ROAD : 148TH STREET
COUNTY : HAMILTON
SECTION : 16
TOWNSHIP : 18N.
RANGE : 3E.

REVISED BY: K.J. CARR 3-28-13
REVISED BY: K.J. CARR 3-4-13
REVISED BY: K.J. CARR 5-31-12
REVISED BY: K.J. CARR 4-18-12
DRAWN BY: J.O. BEITZ 9-27-10
CHECKED BY: T.J. COOMES 9-30-10
BES: 0810287

TEMPORARY DRAINAGE EASEMENT

Part of Section 16 Township, 18 North, Range 3 East in Washington Township,
Hamilton County, Indiana, more particularly described as follows:

The South Half of the Southeast Quarter of the Southeast Quarter of said Section 16,
Township 18, North Range 3 East, containing 20 acres +/-.

EXHIBIT C



EXHIBIT E

RESOLUTION 18-118

RESOLUTION TO APPROVE LICENSE MEMORANDUM OF UNDERSTANDING WITH HAMILTON COUNTY, INDIANA AND J.R. FARMER HARMONY, LLC.

WHEREAS, The City of Westfield, (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”); and,

WHEREAS, the Council has the duty and authority to manage all property within its possession and control for the general benefit of the citizens of the City ; and,

WHEREAS, the Council has been made aware of an opportunity to enter into an understanding with Hamilton County Indiana through their Commissioners and J.R Farmer Harmony, LLC to allow for improved drainage and road improvements benefitting the citizens of Westfield within the City.

NOW, THEREFORE, BE IT RESOLVED by the Westfield City Common Council meeting in session as follows:

Section 1. That the City hereby enters into the Agreement outlined by Exhibit “A” , attached hereto and incorporated by reference herein.

Section 2. This Resolution shall be in full force and effect immediately, all acts necessary in the creation of this Resolution and necessary amendments thereof are hereby ratified.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2018.

WESTFIELD CITY COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ James J. Edwards	_____ James J. Edwards	_____ James J. Edwards
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Mark F. Keen	_____ Mark F. Keen	_____ Mark F. Keen
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Cindy Spoljaric	_____ Cindy Spoljaric	_____ Cindy Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 18-118 was delivered to the Mayor of Westfield
on the _____ day of _____, 2018, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 18-118

this _____ day of _____,
2018.

J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 18-118

this _____ day of _____,
2018.

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

