

REGULAR MEETING
BOARD OF COMMISSIONERS

OCTOBER 2, 2008

The Board of County Commissioners of Clark County, Indiana met in Regular Session on October 2, 2008 at 4:00 p.m. in Room 404, Clark County Government Building, Jeffersonville, Indiana.

Present at the meeting were Commissioners – Ed Meyer and Mike Moore (Ralph Guthrie was absent), County Auditor, Keith Groth, County Attorney, Dan Moore, Commissioner Secretary, Kristi James and Deputy Secretary from the Auditor's Office, Shirley Bell.

Approval of Minutes

Auditor Keith Groth presented minutes from the September 4, 2008 and the September 18, 2008 meetings for approval. After a brief discussion a motion was made by Mike Moore to approve the minutes and seconded by Ed Meyer. The motion was approved 2-0.

Approval of Claims/Payroll

Auditor Keith Groth presented the claims for payroll stating that all figures had been checked and verified. Mike Moore made the motion to approve payroll claims and Ed Meyer seconded. The motion was approved 2-0.

Internet Access to the Courts

Judge Vicki Carmichael, Clerk Barbara Haas and Systems Administrator Matt Dyer appeared before the Board about the NASA Gavel on line contract. The cost will be \$1000 for the web page with no additional cost other than support which is covered now. This program will only be until the courts go online with JTEK. A motion was made by Mike Moore to accept this contract which will be signed outside of the meeting with proper changes made and seconded by Ed Meyer. The motion carried 2-0. Attorney Dan Moore will look over before final signing

October 2, 2008

Update Website

Mike Moore asked Matt Dyer to update the County Website to include the Solid Waste Management information. Matt is to check with Sharon Marra on this before updating.

Illegal Use of Internet

Judge Carmichael suggested that use of the internet for anything other than office business should be banned in the offices. She had an agreement that she left with Attorney Moore to review. Other business that should not be allowed included political material, ordering personal products online and any other online business not relating to the office.

She also talked about pricing from JTEK about dedicated lines which would monitor improper usage of the internet.

Harassment Training

Judge Carmichael spoke about the results of the Harrassment Training held recently. The Board will cover half of the cost. Judge Carmichael wanted to also request that those in the Sheriff's Department also go through this training (approximately 160 people plus anyone who did not attend the training). This would involve 5 more sessions. Ed Meyer made the motion for half of this to come from Cum Cap. Mike Moore seconded and the motion carried 2-0.

Museum Storage

Judge Carmichael asked if they can use the room off the Third Floor Council Room for their meetings on Saturday since the Museum will be storing their items in a locked room they formally used for these meetings. The request was taken under advisement.

Insurance Bills

Judge Carmichael questioned some Workman's Compensation bills they were receiving and Auto Insurance bills she and Judge Blau received. Ed Meyer said these will be checked out and see where these bills should be paid from. Mr. Meyer pointed out that this probably occurred due to the courts (for the first time) operating/managing cars.

October 2, 2008

Salem Noble Road

Mike Moore brought up the possibility of transferring this property over to the city of Jeffersonville. This motion died for a lack of second. A discussion was held with Mayor Tom Galligan expressing his opinion about the city of Jeffersonville taking over this road or a part of it. Tom will talk to Jim Urban about the possibility of a 50/50 agreement for 1200 ft and where the city is at for the installation of a traffic light at Salem Noble Road and Hwy 62.

Jorge Lanz pointed out that there is an 80/20 Federal Grant with Jacobi, Toombs & Lanz to fix Salem Noble Road and that is almost ready to go according to the Engineer.

Credit Card Contract

Debbie Peterson, Deputy Clerk in the County Treasurer's Office, appeared before the Board to present the Contract for allowing people to pay their taxes in the Treasurer's Office by credit card. Any fee for this will be charged to the taxpayer when they pay their bill. Commissioner Moore had earlier reviewed the contract. A motion was made to approve the contract by Mike Moore and Ed Meyer seconded. The motion carried 2-0.

Health Department

Delynn Rutherford presented a Bioterrorism Grant for approval. The motion was made by Ed Meyer and seconded by Mike Moore. The motion was approved 2-0.

GIS Agreement

Brad Meixall presented a grant for approval of the Indiana Map Company for a GIS map program. Mike Moore made the motion to approve and Ed Meyer seconded. The motion was approved 2-0.

Brad also presented a sub grant agreement of \$252,000 to purchase radio equipment for fire agencies. Ed Meyer made the motion to approve and Mike Moore seconded. The motion was approved 2-0.

Homeland Security

Ed Meyer made a motion to accept the Homeland Security grant and Mike Moore seconded. The motion carried 2-0.

October 2, 2008

Sheriff's Business

Sheriff Dan Rodden says the Town of Utica wants to work with the Sheriff's Department to provide protection for them with the town of Utica paying \$15,000 and they will provide the car and gas to be used. The County would enter into an inter-local agreement with the town. **Attorney Dan Moore** will look into the agreement after Utica Attorney Niles Driskell drafts it. Mike Moore made a motion to table this to the next meeting and Ed Meyer seconded. The motion carried 2-0.

Sheriff Rodden noted the added security in the building is going well since implemented.

Election Workers

Election Day Workers will have training on October 12 and October 19 that is mandatory for working on Election Day. This is an additional \$25.00 per person when they attend that will come from the Sheriff's Fund created this year. A motion was made by Mike Moore and seconded by Ed Meyer and approved 2-0.

County Nurse Practitioner

Sheriff Rodden will get something in writing concerning this position, job description and payroll responsibility. A motion was made by Ed Meyer and seconded by Mike Moore to approve the Sheriff's work. The motion was approved 2-0.

County Calendar

Ed Meyer presented the 2009 Calendar for approval. Since there is no election in 2009 those days were dropped but Columbus Day in October was added. Ed Meyer made the motion to approve the Calendar and Mike Moore seconded. The motion was approved 2-0.

Highway Department

Hyun Lee said the project for Cabin Hill Road was completed. 2009 bid for Salt – 2000 tons needs to be published for bids. 700 tons were leftover from last season. Ed Meyer made the motion to publish for bids the salt contract and Mike Moore seconded. The motion was approved 2-0.

October 2, 2008

Subdivision Control – Two Subdivisions need to be reviewed. One was Guernsey Farms. A motion made by Ed Meyer and seconded by Mike Moore. The motion was approved 2-0.

The second subdivision for review is Raintree Ridge. Mike Moore made the motion to review this subdivision and Ed Meyer seconded. The motion was approved 2-0.

Summit Hills – Hyun presented the figures for this project. (Bids are attached). Ed Meyer wanted to present it to the Council but it was too late for the next meeting. A discussion was held and Ed Meyer made the motion to put it on the Council Agenda for \$120,000 and Mike Moore seconded. The motion was approved 2-0.

Perry Crossing Road – Total due to Claude Hardy is \$2,200 additional. A motion was made by Mike Moore to approve and seconded by Ed Meyer. The motion carried 2-0. Ralph Guthrie can sign outside the meeting.

Auditor's Report

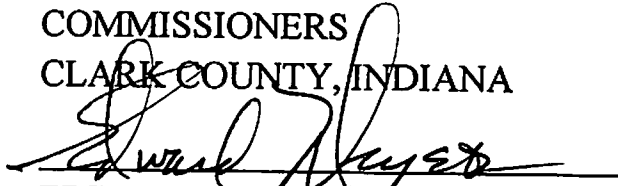
Auditor Keith Groth presented the Treasurer's Report for the record. A motion was made by Ed Meyer to approve and seconded by Mike Moore. The motion was approved 2-0.

There being no further business, Mike Moore made the motion to adjourn and Ed Meyer seconded. The motion was approved 2-0 and the meeting was adjourned.

To the extent the Board held an executive session of any type under (IC-5-14-1.5-6) or otherwise, the Board thereby certified that no subject matter was discussed therein except that posted in the notice for sessions or meeting (IC-5-14-1.5-6).

October 2, 2008

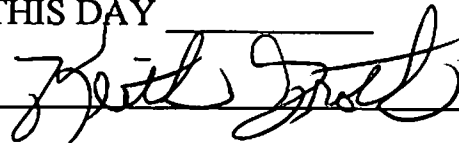
BOARD OF CLARK COUNTY
COMMISSIONERS
CLARK COUNTY, INDIANA


EDWARD MEYER, PRESIDENT

RALPH GUTHRIE, VICE-PRESIDENT


MIKE MOORE, MEMBER

SIGNED THIS DAY _____

ATTEST: 

KEITH D. GROTH, CLARK COUNTY AUDITOR

October 2, 2008

Page 6

COPY

DRAINAGE EASEMENT

WHEREAS, **RODNEY D. ROSS and TAMMARA F. ROSS**, husband and wife (hereinafter referred to as "Grantor", whether one or more), by virtue of deed recorded as Instrument No. 200428810 in the office of the Recorder of Clark County, Indiana, owns that certain real property known as Lot No. 152 of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana (the "Lot"); and,

WHEREAS, in connection with certain improvements for drainage infrastructure within Sunset Hills Subdivision, Section 1, serving the Lot, Grantor wishes to convey to **CLARK COUNTY, INDIANA** (the "Grantee"), a drainage easement (the "Easement") on, over, and under the real property which is more particularly described as follows:

A twenty (20) foot wide temporary construction easement and a twelve (12) foot wide permanent stormwater drainage easement along and adjacent to the rear lot line of Lot No. One Hundred Fifty-two (152) of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana.

And also, a seven (7) foot wide strip along the northernmost property line of Lot No. One Hundred Fifty-two (152) of Sunset Hills Subdivision, Section 1 (contiguous with Lot No. One Hundred Fifty-three (153)), as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that: Grantor does hereby grant, transfer, convey and warrant to Grantee, a permanent and perpetual Easement, as more particularly described below, with the rights, privilege and authority to enter upon, clear, construct, install, erect and, reconstruct and thereafter to operate, maintain, inspect, repair, replace and continue, storm water drainage improvements and associated drainage facilities, and other appurtenant facilities, on, over, across, under and through the above-described Easement area within the Lot.

The Grantee, its agents, successors, and assigns shall have the right to enter along, over, and upon said Easement to install, construct, repair, relocate, service and maintain all such drainage improvements at will. The Grantee shall also have the right to remove from the extent of the Easement any encroaching trees, buildings, or other obstructions as deemed necessary to establish and permit the free and unobstructed use of the Easement for its intended drainage purposes, and shall have the right of ingress and egress only over adjoining premises and lands when reasonably necessary, and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement. Grantee shall have the obligation to replace any property adjacent to the Easement to the condition that existed prior to entry upon such

COPY

C. Gregory Fifer, Attorney
APPLEGATE & FIFER
428 Meigs Avenue
Jeffersonville, Indiana 47131-1418
(812) 284-9499

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DRAINAGE EASEMENT

WHEREAS, **AARON A. ROGERS and JENNIFER M. ROGERS**, husband and wife (hereinafter referred to as "Grantor", whether one or more), by virtue of deed recorded as Instrument No. 200700044 in the office of the Recorder of Clark County, Indiana, owns that certain real property known as Lot No. 154 of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana (the "Lot"); and,

WHEREAS, in connection with certain improvements for drainage infrastructure within Sunset Hills Subdivision, Section 1, serving the Lot, Grantor wishes to convey to **CLARK COUNTY, INDIANA** (the "Grantee"), a drainage easement (the "Easement") on, over, and under the real property which is more particularly described as follows:

A twenty (20) foot wide temporary construction easement and a twelve (12) foot permanent stormwater drainage easement along and adjacent to the rear lot line of Lot No. One Hundred Fifty-four (154) of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that: Grantor does hereby grant, transfer, convey and warrant to Grantee, a permanent and perpetual Easement, as more particularly described below, with the rights, privilege and authority to enter upon, clear, construct, install, erect and, reconstruct and thereafter to operate, maintain, inspect, repair, replace and continue, storm water drainage improvements and associated drainage facilities, and other appurtenant facilities, on, over, across, under and through the above-described Easement area within the Lot.

The Grantee, its agents, successors, and assigns shall have the right to enter along, over, and upon said Easement to install, construct, repair, relocate, service and maintain all such drainage improvements at will. The Grantee shall also have the right to remove from the extent of the Easement any encroaching trees, buildings, or other obstructions as deemed necessary to establish and permit the free and unobstructed use of the Easement for its intended drainage purposes, and shall have the right of ingress and egress only over adjoining premises and lands when reasonably necessary, and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement. Grantee shall have the obligation to replace any property adjacent to the Easement to the condition that existed prior to entry upon such property. Grantee shall indemnify and hold Grantor harmless from any and all damages, cost, claims or demands resulting from the foregoing.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 17th day of August, 2008.

For "GRANTOR":

Aaron A. Rogers
Aaron A. Rogers

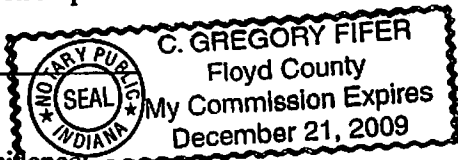
Jennifer M. Rogers
Jennifer M. Rogers

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Aaron A. Rogers and Jennifer M. Rogers, and acknowledged the execution of the foregoing Drainage Easement as their free and voluntary act and deed for the use and purposes expressed therein.

WITNESS my hand and Notarial Seal this 17th day of AUGUST, 2008.

My Commission Expires:



C. Gregory Fifer
Notary Public

County of Residence _____

Printed Name

Declaration

I hereby affirm under the penalties of perjury that I have reviewed the above instrument for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers in accordance with the provisions of Indiana Code §36-2-7.5, and that I am the preparer of the foregoing instrument.

C. Gregory Fifer, Attorney
APPLEGATE & FIFER
428 Meigs Avenue
Jeffersonville, Indiana 47131-1418
(812) 284-9499

Seitoo 2

Richard P. Jones
CLARK COUNTY RECORDER
Filed for Record as Presented
I 200816628
C1 Date 09/29/2008
Page 1 of 2
Time 14:02:59

DRAINAGE EASEMENT

WHEREAS, TYLER DANDIN CAPPS (hereinafter referred to as "Grantor", whether one or more), by virtue of deed recorded as Instrument No. 200723695 in the office of the Recorder of Clark County, Indiana, owns that certain real property known as Lot No. 153 of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana (the "Lot"); and,

WHEREAS, in connection with certain improvements for drainage infrastructure within Sunset Hills Subdivision, Section 1, serving the Lot, Grantor wishes to convey to CLARK COUNTY, INDIANA (the "Grantee"), a drainage easement (the "Easement") on, over, and under the real property which is more particularly described as follows:

A twenty (20) foot wide temporary construction easement and a twelve (12) foot wide permanent stormwater drainage easement along and adjacent to the rear lot line of Lot No. One Hundred Fifty-three (153) of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana.

And also, a seven (7) foot wide strip along the southernmost property line of Lot No. One Hundred Fifty-three (153) of Sunset Hills Subdivision, Section 1 (contiguous with Lot No. One Hundred Fifty-two (152)), as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that: Grantor does hereby grant, transfer, convey and warrant to Grantee, a permanent and perpetual Easement, as more particularly described below, with the rights, privilege and authority to enter upon, clear, construct, install, erect and, reconstruct and thereafter to operate, maintain, inspect, repair, replace and continue, storm water drainage improvements and associated drainage facilities, and other appurtenant facilities, on, over, across, under and through the above-described Easement area within the Lot.

The Grantee, its agents, successors, and assigns shall have the right to enter along, over, and upon said Easement to install, construct, repair, relocate, service and maintain all such drainage improvements at will. The Grantee shall also have the right to remove from the extent of the Easement any encroaching trees, buildings, or other obstructions as deemed necessary to establish and permit the free and unobstructed use of the Easement for its intended drainage purposes, and shall have the right of ingress and egress only over adjoining premises and lands when reasonably necessary, and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement. Grantee shall have the obligation to replace any property adjacent to the Easement to the condition that existed prior to entry upon such property. Grantee shall indemnify and hold Grantor harmless from any and all damages, cost, claims or demands resulting from the foregoing.

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Richard P. Jones
CLARK COUNTY RECORDER
Filed for Record as Presented
I 200816627
C1 Date 09/29/2008
Page 1 of 2
Time 14:02:50
2P

DRAINAGE EASEMENT

WHEREAS, **RUSSELL E. CONVERSE** and **MICHELLE L. CONVERSE**, husband and wife (hereinafter referred to as "Grantor", whether one or more), by virtue of deed recorded as Instrument No. 200505499 in the office of the Recorder of Clark County, Indiana, owns that certain real property known as Lot No. 151 of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana (the "Lot"); and,

WHEREAS, in connection with certain improvements for drainage infrastructure within Sunset Hills Subdivision, Section 1, serving the Lot, Grantor wishes to convey to **CLARK COUNTY, INDIANA** (the "Grantee"), a drainage easement (the "Easement") on, over, and under the real property which is more particularly described as follows:

A twenty (20) foot wide temporary construction easement and a twelve (12) foot wide permanent stormwater drainage easement along and adjacent to the rear lot line of Lot No. One Hundred Fifty-one (151) of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that: Grantor does hereby grant, transfer, convey and warrant to Grantee, a permanent and perpetual Easement, as more particularly described below, with the rights, privilege and authority to enter upon, clear, construct, install, erect and, reconstruct and thereafter to operate, maintain, inspect, repair, replace and continue, storm water drainage improvements and associated drainage facilities, and other appurtenant facilities, on, over, across, under and through the above-described Easement area within the Lot.

The Grantee, its agents, successors, and assigns shall have the right to enter along, over, and upon said Easement to install, construct, repair, relocate, service and maintain all such drainage improvements at will. The Grantee shall also have the right to remove from the extent of the Easement any encroaching trees, buildings, or other obstructions as deemed necessary to establish and permit the free and unobstructed use of the Easement for its intended drainage purposes, and shall have the right of ingress and egress only over adjoining premises and lands when reasonably necessary, and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement. Grantee shall have the obligation to replace any property adjacent to the Easement to the condition that existed prior to entry upon such property. Grantee shall indemnify and hold Grantor harmless from any and all damages, cost, claims or demands resulting from the foregoing.

Seiteo 2

DRAINAGE EASEMENT

WHEREAS, **CHRISTOPHER A. LIVERS** (hereinafter referred to as "Grantor", whether one or more), by virtue of deed recorded as Instrument No. 200516596 in the office of the Recorder of Clark County, Indiana, owns that certain real property known as Lot No. 150 of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana (the "Lot"); and,

WHEREAS, in connection with certain improvements for drainage infrastructure within Sunset Hills Subdivision, Section 1, serving the Lot, Grantor wishes to convey to **CLARK COUNTY, INDIANA** (the "Grantee"), a drainage easement (the "Easement") on, over, and under the real property which is more particularly described as follows:

A twenty (20) foot wide temporary construction easement and a twelve (12) foot wide permanent stormwater drainage easement along and adjacent to the rear lot line of Lot No. One Hundred Fifty (150) of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that: Grantor does hereby grant, transfer, convey and warrant to Grantee, a permanent and perpetual Easement, as more particularly described below, with the rights, privilege and authority to enter upon, clear, construct, install, erect and, reconstruct and thereafter to operate, maintain, inspect, repair, replace and continue, storm water drainage improvements and associated drainage facilities, and other appurtenant facilities, on, over, across, under and through the above-described Easement area within the Lot.

The Grantee, its agents, successors, and assigns shall have the right to enter along, over, and upon said Easement to install, construct, repair, relocate, service and maintain all such drainage improvements at will. The Grantee shall also have the right to remove from the extent of the Easement any encroaching trees, buildings, or other obstructions as deemed necessary to establish and permit the free and unobstructed use of the Easement for its intended drainage purposes, and shall have the right of ingress and egress only over adjoining premises and lands when reasonably necessary, and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement. Grantee shall have the obligation to replace any property adjacent to the Easement to the condition that existed prior to entry upon such property. Grantee shall indemnify and hold Grantor harmless from any and all damages, cost, claims or demands resulting from the foregoing.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 6 day of August, 2008.

For "GRANTOR":

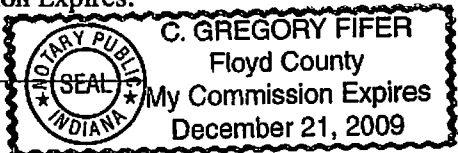
Chris A Livers
Christopher A. Livers

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Christopher A. Livers**, and acknowledged the execution of the foregoing Drainage Easement as his free and voluntary act and deed for the use and purposes expressed therein.

WITNESS my hand and Notarial Seal this 6th day of AUGUST, 2008.

My Commission Expires:



C. Gregory Fifer
Notary Public

County of Residence: _____

Printed Name _____

Declaration

I hereby affirm under the penalties of perjury that I have reviewed the above instrument for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers in accordance with the provisions of Indiana Code §36-2-7.5, and that I am the preparer of the foregoing instrument.

C. Gregory Fifer, Attorney
APPLEGATE & FIFER
428 Meigs Avenue
Jeffersonville, Indiana 47131-1418
(812) 284-9499

Corrected 2

DRAINAGE EASEMENT

WHEREAS, **TREVOR IVEY** (hereinafter referred to as "Grantor", whether one or more), by virtue of deed recorded as Instrument No. 200724438 in the office of the Recorder of Clark County, Indiana, owns that certain real property known as Lot No. 148 and Lot No. 149 of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana (the "Lot"); and,

WHEREAS, in connection with certain improvements for drainage infrastructure within Sunset Hills Subdivision, Section 1, serving the Lot, Grantor wishes to convey to **CLARK COUNTY, INDIANA** (the "Grantee"), a drainage easement (the "Easement") on, over, and under the real property which is more particularly described as follows:

A twenty (20) foot wide temporary construction easement and a twelve (12) foot wide permanent stormwater drainage easement along and adjacent to the rear lot line of Lot No. One Hundred Forty-eight (148) and Lot No. One Hundred Forty-nine (149) of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that: Grantor does hereby grant, transfer, convey and warrant to Grantee, a permanent and perpetual Easement, as more particularly described below, with the rights, privilege and authority to enter upon, clear, construct, install, erect and, reconstruct and thereafter to operate, maintain, inspect, repair, replace and continue, storm water drainage improvements and associated drainage facilities, and other appurtenant facilities, on, over, across, under and through the above-described Easement area within the Lot.

The Grantee, its agents, successors, and assigns shall have the right to enter along, over, and upon said Easement to install, construct, repair, relocate, service and maintain all such drainage improvements at will. The Grantee shall also have the right to remove from the extent of the Easement any encroaching trees, buildings, or other obstructions as deemed necessary to establish and permit the free and unobstructed use of the Easement for its intended drainage purposes, and shall have the right of ingress and egress only over adjoining premises and lands when reasonably necessary, and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement. Grantee shall have the obligation to replace any property adjacent to the Easement to the condition that existed prior to entry upon such property. Grantee shall indemnify and hold Grantor harmless from any and all damages, cost, claims or demands resulting from the foregoing.

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DRAINAGE EASEMENT

WHEREAS, JACKIE HISLIP and BETTY E. HISLIP (hereinafter referred to as "Grantor", whether one or more), by virtue of deed recorded as Instrument No. 200509897 in the office of the Recorder of Clark County, Indiana, owns that certain real property known as Lot No. 147 of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana (the "Lot"); and,

WHEREAS, in connection with certain improvements for drainage infrastructure within Sunset Hills Subdivision, Section 1, serving the Lot, Grantor wishes to convey to CLARK COUNTY, INDIANA (the "Grantee"), a drainage easement (the "Easement") on, over, and under the real property which is more particularly described as follows:

A twenty (20) foot wide temporary construction easement and a twelve (12) foot wide permanent stormwater drainage easement along and adjacent to the rear lot line of Lot No. One Hundred Forty-seven (147) of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that: Grantor does hereby grant, transfer, convey and warrant to Grantee, a permanent and perpetual Easement, as more particularly described below, with the rights, privilege and authority to enter upon, clear, construct, install, erect and, reconstruct and thereafter to operate, maintain, inspect, repair, replace and continue, storm water drainage improvements and associated drainage facilities, and other appurtenant facilities, on, over, across, under and through the above-described Easement area within the Lot.

The Grantee, its agents, successors, and assigns shall have the right to enter along, over, and upon said Easement to install, construct, repair, relocate, service and maintain all such drainage improvements at will. The Grantee shall also have the right to remove from the extent of the Easement any encroaching trees, buildings, or other obstructions as deemed necessary to establish and permit the free and unobstructed use of the Easement for its intended drainage purposes, and shall have the right of ingress and egress only over adjoining premises and lands when reasonably necessary, and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement. Grantee shall have the obligation to replace any property adjacent to the Easement to the condition that existed prior to entry upon such property. Grantee shall indemnify and hold Grantor harmless from any and all damages, cost, claims or demands resulting from the foregoing.

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DRAINAGE EASEMENT

WHEREAS, MICHAEL S. REED, JR. (hereinafter referred to as "Grantor", whether one or more), by virtue of deed recorded as Instrument No. 200711302 in the office of the Recorder of Clark County, Indiana, owns that certain real property known as Lot No. 155 of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana (the "Lot"); and,

WHEREAS, in connection with certain improvements for drainage infrastructure within Sunset Hills Subdivision, Section 1, serving the Lot, Grantor wishes to convey to CLARK COUNTY, INDIANA (the "Grantee"), a drainage easement (the "Easement") on, over, and under the real property which is more particularly described as follows:

A twenty (20) foot wide temporary construction easement and a twelve (12) foot wide permanent stormwater drainage easement along and adjacent to the rear lot line of Lot No. One Hundred Fifty-five (155) of Sunset Hills Subdivision, Section 1, as the same appears of record in Plat Book 12, Page 70, of the records of Clark County, Indiana.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that: Grantor does hereby grant, transfer, convey and warrant to Grantee, a permanent and perpetual Easement, as more particularly described below, with the rights, privilege and authority to enter upon, clear, construct, install, erect and, reconstruct and thereafter to operate, maintain, inspect, repair, replace and continue, storm water drainage improvements and associated drainage facilities, and other appurtenant facilities, on, over, across, under and through the above-described Easement area within the Lot.

The Grantee, its agents, successors, and assigns shall have the right to enter along, over, and upon said Easement to install, construct, repair, relocate, service and maintain all such drainage improvements at will. The Grantee shall also have the right to remove from the extent of the Easement any encroaching trees, buildings, or other obstructions as deemed necessary to establish and permit the free and unobstructed use of the Easement for its intended drainage purposes, and shall have the right of ingress and egress only over adjoining premises and lands when reasonably necessary, and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement. Grantee shall have the obligation to replace any property adjacent to the Easement to the condition that existed prior to entry upon such property. Grantee shall indemnify and hold Grantor harmless from any and all damages, cost, claims or demands resulting from the foregoing.

To: Board of Clark County Commissioners
Clark County Drainage Board
Clark County Surveyor

From: Affected property owners within Sunset Hills Subdivision

Re: Request for construction of stormwater drainage improvements.

COPY

PETITION FOR CONSTRUCTION OF DRAINAGE IMPROVEMENTS

We, the undersigned lot owners within Sunset Hills Subdivision, hereby advise the Board of Clark County Commissioners (the "Commissioners"), and the Clark County Drainage Board (the "Drainage Board") of stormwater drainage problems (primarily ponding and erosion control) that results to our properties during normal rain events of one (1) inch or more. We have learned that this problem results from the lack of designed drainage improvements or easements within Section 1 and Section 2 of the subdivision (see letter from County Engineer, Hyun T. Lee, dated February 14, 2001, attached hereto as Exhibit "A"). As the performance bond posted by the developer was allowed to expire prior to the completion of the required public improvements within the subdivision, and as the developer has now gone out of business, we have nowhere to turn but to you as representatives of Clark County Government to seek redress for these problems.

This is to advise that we are familiar with the general plan for improving drainage designed by Brian Dixon, P.E., who was retained by the Drainage Board to investigate and make recommendations regarding our problems pursuant to the provisions of Ordinance No. 13-2007. A copy of the drawings prepared by Mr. Dixon showing the areas of our properties affected by the proposed improvements are attached hereto as Exhibit "B". We understand that the Drainage Board can only authorize this work as a public improvement project if it is to be performed on property in which Clark County holds a recorded interest, and each of the signatories to this Petition have agreed to donate an easement to Clark County for the area on our respective lots in which Mr. Dixon says the proposed improvements need to be located. We further acknowledge that the work can only be let to a private contractor in accordance with the requirements of Indiana law.

Each of the undersigned lot owners now respectfully requests that the Commissioners and Drainage Board proceed with the construction of the drainage improvements designed by Mr. Dixon within the areas of our properties shown on attached Exhibit "B" to the fullest extent possible in accordance with the legal conditions and requirements described above. This is not a petition to establish a public drain under the provisions of IC 36-9-27, *et seq.*, or IC 36-9-27.4, *et seq.*

Your consideration of this request is greatly appreciated.

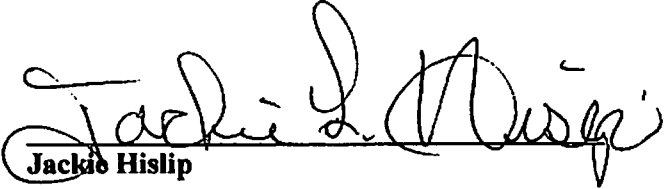
IN WITNESS WHEREOF, the undersigned, as the owner(s) of record of the following described real estate, have executed this Petition as of the date affixed below.

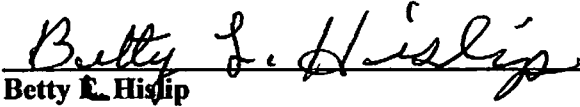
Lot No. 147, Sunset Hills, Section 1

Street Address: 1311 Sunnybrook Drive, Memphis, Indiana

Deed Reference: Instrument No. 200509897

Date: 8-6-2008


Jackie Hislip


Betty L. Hislip

IN WITNESS WHEREOF, the undersigned, as the owner(s) of record of the following described real estate, have executed this Petition as of the date affixed below.

Lot Nos. 148 and 149, Sunset Hills, Section 1

Street Address: 13133 / 13135 Sunnybrook Drive, Memphis, Indiana

Deed Reference: Instrument No. 200724438

Date: 9-3-2008



Trevor Ivey

IN WITNESS WHEREOF, the undersigned, as the owner(s) of record of the following described real estate, have executed this Petition as of the date affixed below.

Lot No. 150, Sunset Hills, Section 1

Street Address: 13137 Sunnybrook Drive, Memphis, Indiana

Deed Reference: Instrument No. 200516596

Date: 8-6-08



Christopher A. Livers

IN WITNESS WHEREOF, the undersigned, as the owner(s) of record of the following described real estate, have executed this Petition as of the date affixed below.

Lot No. 152, Sunset Hills, Section 1

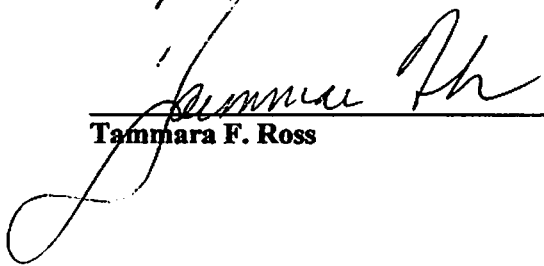
Street Address: 13141 Sunnybrook Drive, Memphis, Indiana

Deed Reference: Instrument No. 200428810

Date: August 7, 2008



Rodney D. Ross



Tammara F. Ross

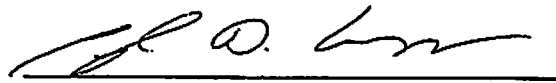
IN WITNESS WHEREOF, the undersigned, as the owner(s) of record of the following described real estate, have executed this Petition as of the date affixed below.

Lot No. 153, Sunset Hills, Section 1

Street Address: 13143 Sunnybrook Drive, Memphis, Indiana

Deed Reference: Instrument No. 200428810

Date: 15 August 2008



Tyler Dandin Capps


IN WITNESS WHEREOF, the undersigned, as the owner(s) of record of the following described real estate, have executed this Petition as of the date affixed below.

Lot Nos. 154, Sunset Hills, Section 1

Street Address: 13145 Sunnybrook Drive, Memphis, Indiana

Deed Reference: Instrument No. 200700044

Date: 6 August 2008



Aaron A. Rogers



Jennifer M. Rogers

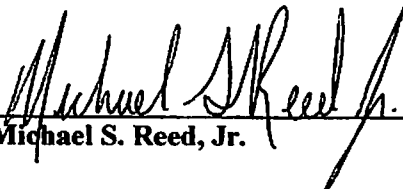
IN WITNESS WHEREOF, the undersigned, as the owner(s) of record of the following described real estate, have executed this Petition as of the date affixed below.

Lot Nos. 155, Sunset Hills, Section 1

Street Address: 13147 Sunnybrook Drive, Memphis, Indiana

Deed Reference: Instrument No. 200811302

Date: 8/6/08



Michael S. Reed, Jr.