

Caldwell, Dwayne

From: Wilson, Chase A CIV USARMY CELRC (USA) <Chase.A.Wilson@usace.army.mil>
Sent: Friday, June 7, 2024 12:56 PM
To: Caldwell, Dwayne
Cc: Hileman, Ronnie
Subject: Salamonie Lake USACE Septic Easement (Bozarth's/CoCoJo"s)
Attachments: DACW27-2-18-014 - Bozarth Sewer Line.pdf

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Dwayne,

Attached is the easement we have on file. We are looking into if we need to reissue a new one to the new owner or how we need to proceed. Hope this helps, if you have questions let me know.

Chase Wilson
Natural Resource Specialist
USACE - Chicago District
6420 E. Salamonie Dam Road
Lagro, IN 46941
Office: (260)-782-2358
Cell: (260)-205-2180



DEPARTMENT OF THE ARMY
U. S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P. O. BOX 59
LOUISVILLE KY 40201-0059

February 4, 2019

Real Estate Division
Civil and Support Branch

Fletcher Bozarth
4331 South 700 East, Unit 4
Lagro, Indiana 46941

Dear Mr. Bozarth:

Enclosed is a fully executed copy of Department of the Army Easement No. DACW27-2-18-014 that grants you an easement for a sewer line on Government Tracts 415, 419, and 419E-2 located at Salamonie Lake Project, Indiana.

If you have any questions pertaining to this matter or need additional information, please contact Ms. Kimberly Jones via email at kimberly.s.jones@us.army.mil or by phone at (502) 315-6988.

Sincerely,

A handwritten signature in blue ink that reads "Veronica A. Hiriems".

Veronica A. Hiriems
Chief, Real Estate Division

Enclosure

Copy Furnished via E-Mail:
Park Manager, Salamonie Lake (Scheiber)
OP-TO (Hatcher)

**DEPARTMENT OF THE ARMY
EASEMENT NO. DACW27-2-18-014
FOR PIPELINE RIGHT-OF-WAY
LOCATED ON SALAMONIE LAKE PROJECT
WABASH COUNTY, INDIANA**

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to **FLETCHER BOZARTH, 4331 South 700 East, Lagro, Indiana 46941**, hereinafter referred to as the grantee, an easement for a sewer line that is 30 foot wide by 1,180 foot length with .75 acre on Tracts 415 and 419 and .055 acre on Tract 419E-2, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibits A and B, hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted in perpetuity.

2. CONSIDERATION

The grantee shall pay in advance to the United States the amount of ONE THOUSAND FOUR HUNDRED THIRTY DOLLARS AND 00/100 (\$1,430.00) in full for the term hereof payable to the order of the U.S. Army Engineer District, Louisville, and delivered to U. S. Army Corps of Engineers, Post Office Box 59, ATTN: CELRL-REC Room 137, Louisville, Kentucky 40201-0059. Consideration in the amount of **\$1,430.00** represents a market value of **\$800.00** for the rights authorized under this Easement, and reimbursement to the U.S. Army Engineer District, Louisville, in the amount of **\$630.00** for administrative costs associated with the processing of this Easement.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to **FLETCHER BOZARTH, 4331 South 700 East, Lagro, Indiana 46941**; and, if to the United States, to the District Engineer, USACE, ATTN: CELRL-REC, Room 137, P.O. Box 59, Louisville, Kentucky 40201-0059, or as may from time to time otherwise be directed

**EASEMENT NO. DACA27-2-18-014
SALAMONIE LAKE PROJECT, INDIANA**

by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Louisville District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence

**EASEMENT NO. DACA27-2-18-014
SALAMONIE LAKE PROJECT, INDIANA**

in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

**EASEMENT NO. DACA27-2-18-014
SALAMONIE LAKE PROJECT, INDIANA**

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local

**EASEMENT NO. DACA27-2-18-014
SALAMONIE LAKE PROJECT, INDIANA**

governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed. Grantee shall be liable for any and all damages to historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity.

20. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

21. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

**EASEMENT NO. DACA27-2-18-014
SALAMONIE LAKE PROJECT, INDIANA**

22. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

23. CONSENT TO EASEMENT

That subject to all the conditions herein, the consent of the United States is granted for the installation, operation, and maintenance of a sewer line on that part of Tract No. 419E-2 in which the United States owns a flowage easement; provided however, that this consent is granted pursuant to the provisions of and subordinate to the rights granted the United States in said land. The area over which the consent is granted herein is shown on Exhibit A. This consent does not waive the necessity for the grantee to obtain appropriate rights from the owners of the fee title to the property.

24. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

25. HOLD HARMLESS

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

EASEMENT NO. DACA27-2-18-014
SALAMONIE LAKE PROJECT, INDIANA

26. EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 8th day of February, 2019.

UNITED STATES OF AMERICA

Veronica A. Hiriams

VERONICA A. HIRIAMS

Real Estate Contracting Officer

Louisville District, Corps of Engineers

ACKNOWLEDGEMENT

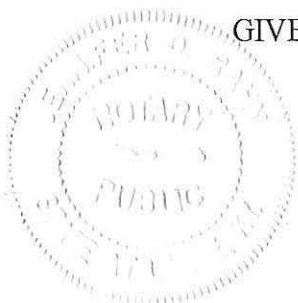
COMMONWEALTH OF KENTUCKY

SS

COUNTY OF JEFFERSON

BEFORE me a Notary Public in and for the Commonwealth of Kentucky, personally appeared VERONICA A. HIRIAMS to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the said instrument in the capacity therein stated for the purpose therein expressed as the act and deed of the United States of America.

GIVEN under my hand and seal this 8th day of February, 2019.



Jennifer D. Rahm
Notary Public

My Commission expires: 27 June 2019

EASEMENT NO. DACA27-2-18-014
SALAMONIE LAKE PROJECT, INDIANA

THIS EASEMENT is also executed by the grantee this 25 day of JAN, 2018⁹.

FLETCHER BOZARTH

SIGNED BY: Fletcher Bozarth

TITLE: Owner

ACKNOWLEDGEMENT

STATE OF Indiana

COUNTY OF Wabash ^{SS}

BEFORE me a Notary Public in and for the State of _____, personally appeared **Fletcher Bozarth** to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the said instrument in the capacity therein stated for the purpose therein expressed as the act and deed of **Fletcher Bozarth**.

GIVEN under my hand and seal this 25 day of January, 2018⁹.



MARIANNE McALLISTER
COUNTY OF RESIDENCE - WABASH
Commission Expires 03-30-2020

Marianne McAllister
Notary Public

My Commission expires: 03/30/2020

**CENTERLINE LEGAL DESCRIPTION
OUTFALL SEWER LINE
BOZARTH TRAILER PARK
SALAMNIE RESERVOIR PROJECT, INDIANA**

Part of Tracts Nos. 415 and 419
(Shown in Red on Exhibit "B")

Situate in the State of Indiana, Wabash County, Lagro Township and being a sewer easement 30 feet wide, 15 feet on each side of the following described centerline:

Beginning at a point 665 feet S 89° 00' W and S 0° 45' E, 435 feet of the NE corner of the NW quarter of Section 29, Township 27 North, Range 8 East; thence East 100 feet; thence North 55° 00' E 350 feet; thence S 73° 30' E 450 feet; thence S 33° 00' E 200 feet to Rush Creek, containing .75 acre, more or less.

The United States of America acquired the lands crossed by said easement as follows:

Tract No. 415. By Warranty Deed from Thurman Bowman, also known as Thurman E. Bowman, and Mary Etta I. Stouder Bowman, his wife, dated 6 November 1963, recorded 6 November 1963, in Record Book 196, Page 192, in the Recorder's Office of Wabash County at Wabash, Indiana.

Tract No. 419. By Warranty Deed from Rolland E. Bozarth and Josephine M. Bozarth, his wife, dated 5 February 1964, recorded 27 February 1964, in Record Book 197, Page 109, in the Recorder's Office of Wabash County at Wabash, Indiana.

**THE FOLLOWING DESCRIPTION COVERS THAT PORTION
OF THE RIGHT OF WAY OVER LAND IN WHICH
THE UNITED STATES OWNS A FLOWAGE EASEMENT
(Shown in Green on Exhibit "B")**

A Part of Tract No. 419-E-2

Situate in the State of Indiana, Wabash County, Lagro Township and being a strip of land 30 feet wide, 15 feet on each side of the following described centerline:

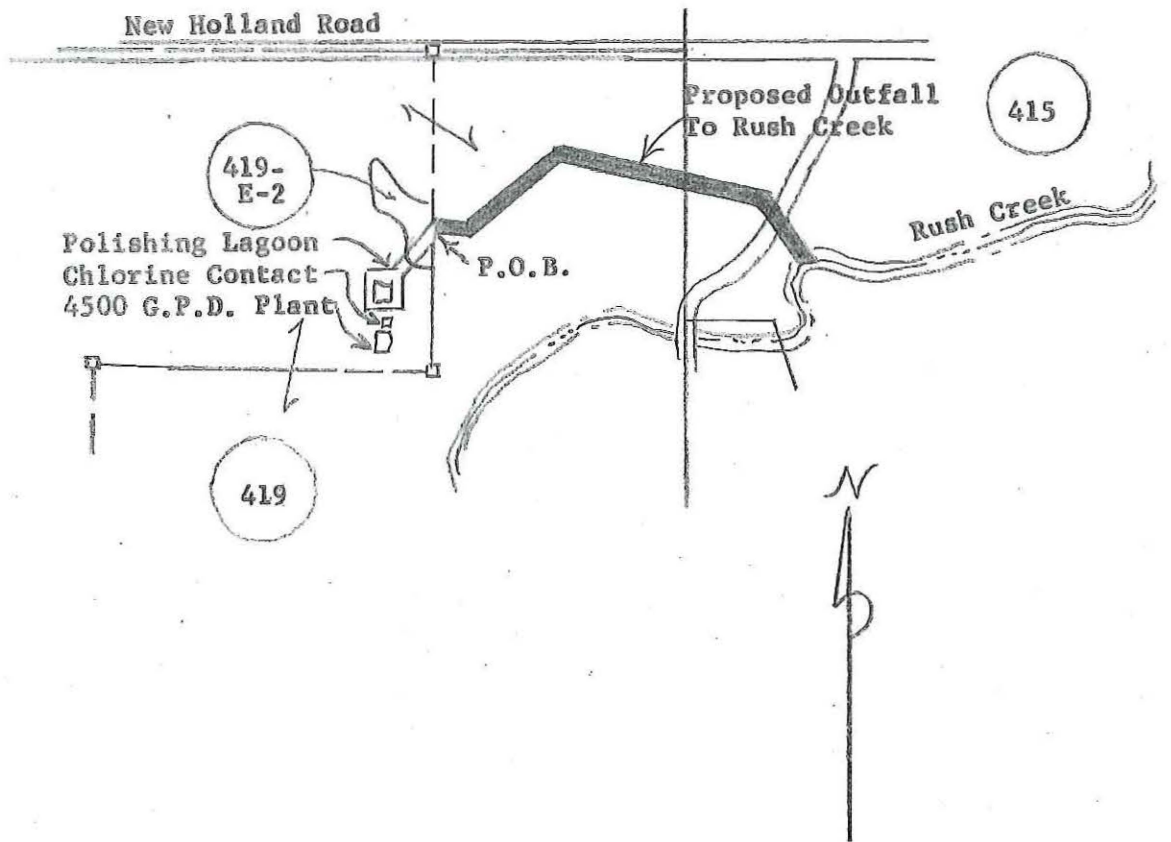
Beginning at a point 665 feet S 89° 00' W and S 0° 45' E 435 feet of the NE corner of the NW quarter of Section 29, Township 27 North, Range 8 East, thence South 46° 00' W 80 feet to a proposed lagoon, containing .055 of an acre, more or less.

**Exhibit A to
DACW27-2-18-014**

A Part of Tract No. 419-E-2 (Cont 'c)

The above described right of way is over Tract No. 419-E-2 upon which the United States acquired a flowage easement as follows:

By Warranty Deed of Flowage Easement from Rolland E. Bozarth and Josephine M. Bozarth, his wife, dated 27 February 1964, recorded 27 February 1964, in Record Book 197, Page 106, in the Recorder's Office of Wabash County at Wabash, Indiana.



**Exhibit B to
DACW27-2-18-014**