



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, LOUISVILLE DISTRICT
600 DR. MARTIN LUTHER KING JR PL
LOUISVILLE, KY 40202

January 2, 2026

Real Estate Division

City of Lawrence
ATTN: Renea Rafala
9001 East 59th Street
Lawrence, IN 46216

To Ms. Rafala:

Please find enclosed two signed copies of a Department of the Army Letter Agreement (LA) between the United States Government and the City of Lawrence. This LA authorizes the installation, maintenance, and operation of a drainage culvert consisting of a 36" and 60" pipe on the property, located at the Fort Ben Harrison U.S. Army Reserve Center.

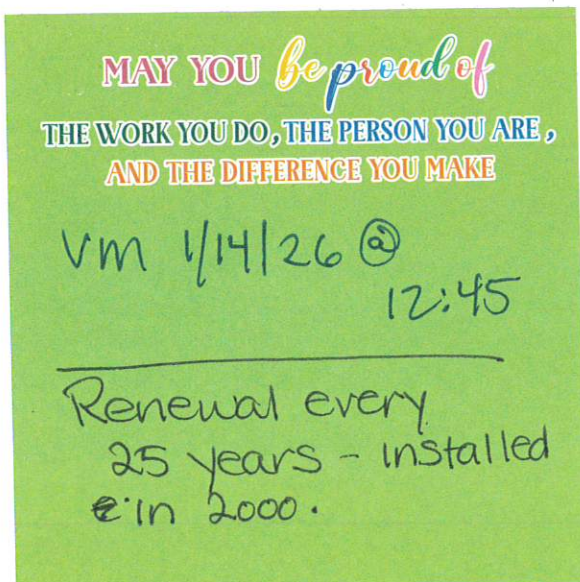
Please remit payment in the amount of Six Thousand Dollars (\$6,000.00) along with a fully executed copy of the subject document to: USACE, Louisville District, CELRL-RE-M (Spencer) RM 137, P.O. Box 59, Louisville, KY 40201-0059. The check should be made payable to: Finance and Accounting Officer, USACE, Louisville.

If you have any questions or comments pertaining to the subject document, please contact Ms. Kennedy Spencer at (502) 315-7006 or Kennedy.M.Spencer@usace.army.mil, and every effort will be made to furnish the information that you need. Thank you for your cooperation.

Sincerely,

SHUTT.PATRIC Digitally signed by
SHUTT.PATRICK.R.1381673622
K.R.1381673622 Date: 2025.12.30 14:15:23 -05'00'

Patrick Shutt
Chief, Military Branch
Real Estate Division
Louisville District



LETTER AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
ACTING BY AND THROUGH THE DEPARTMENT OF ARMY,
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
AND
THE CITY OF LAWRENCE.

This Letter Agreement (LA) is made as of the ____ day of _____, 2026, by and between the United States of America, acting by and through the Department of the Army, U.S. Army Engineer District, Louisville (USAED, Louisville), and **City of Lawrence**.

WHEREAS, Title 10 United States Code, Chapter 159, was amended by P.L. 105-85 (111 Stat 1629, Nov. 18, 1997), to add Section 2695, which allows the United States Government to accept funds from entities for certain real estate property transactions.

WHEREAS, **City of Lawrence** requests a twenty-five (25) year drainage Easement for use of a right-of-way of a culvert consisting of a 36" and 60" pipe on property located at Fort Ben Harrison U.S. Army Reserve Center.

WHEREAS, **City of Lawrence** intends to fund the full cost of administrative fees associated with the preparation and processing of the easement, to be performed by the USAED, Louisville, Real Estate Division.

1. Obligations of the Parties:

a. As soon as practicable, but not later than 30 days following ratification of this Agreement by all parties, **City of Lawrence** will pay **SIX THOUSAND DOLLARS (\$6,000)** to the USAED, Louisville, as the full cost of the services being provided by the USAED, Louisville, as described above. **City of Lawrence** shall pay all costs associated with USAED, Louisville's provision of goods and services under this Letter Agreement. If the USAED, Louisville's costs under this Letter Agreement are forecasted to exceed the amount of funds available under this Letter Agreement, it shall promptly notify **City of Lawrence** the amount of additional funds necessary to complete the work under this Letter Agreement. **City of Lawrence** shall either provide the additional funds to the USAED, Louisville, or the scope of work shall be limited to that which can be paid for by the then-available funds, or **City of Lawrence** may direct termination of the work under this Letter Agreement. Within ninety (90) days of completing the work under this Letter Agreement, the USAED, Louisville shall conduct an audit to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, the USAED, Louisville shall return to **City of Lawrence** any funds advanced in excess of the actual costs as then known. Established Federal Government accounting procedures shall be used. The amount of funds advanced by **City of Lawrence** under this Letter Agreement, shall be nonrefundable, unless some or part of the services are not completed, or the amount of funds advanced exceeds the actual costs of performing the services.

b. Upon receipt of the funds required, the USAED, Louisville shall commence and complete the services with due diligence, following receipt and certification of funds from Grantee to the USAED, Louisville.

c. Funds shall be forwarded to **USACE, Louisville District, CELRL-REM (SPENCER), RM 137, PO Box 59, Louisville, KY 40201-0059**, with a signed copy of this LA attached.

2. Miscellaneous:

This LA contains the entire agreement between the parties regarding preparation of the above-described action and any agreement hereafter made shall not operate to change, modify, or discharge this LA in whole or in part, unless that agreement is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Letter Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

SHUTT.PATRICK R.1381673622
Digitally signed by SHUTT.PATRICK.R.1381673622
Date: 2025.12.30 14:16:45 -05'00'

Patrick Shutt
Chief, Military Branch
Real Estate Divison

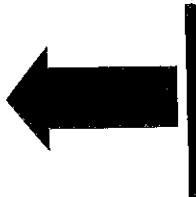
CITY OF LAWRENCE

(Signature)

(Print Name)

(Title)

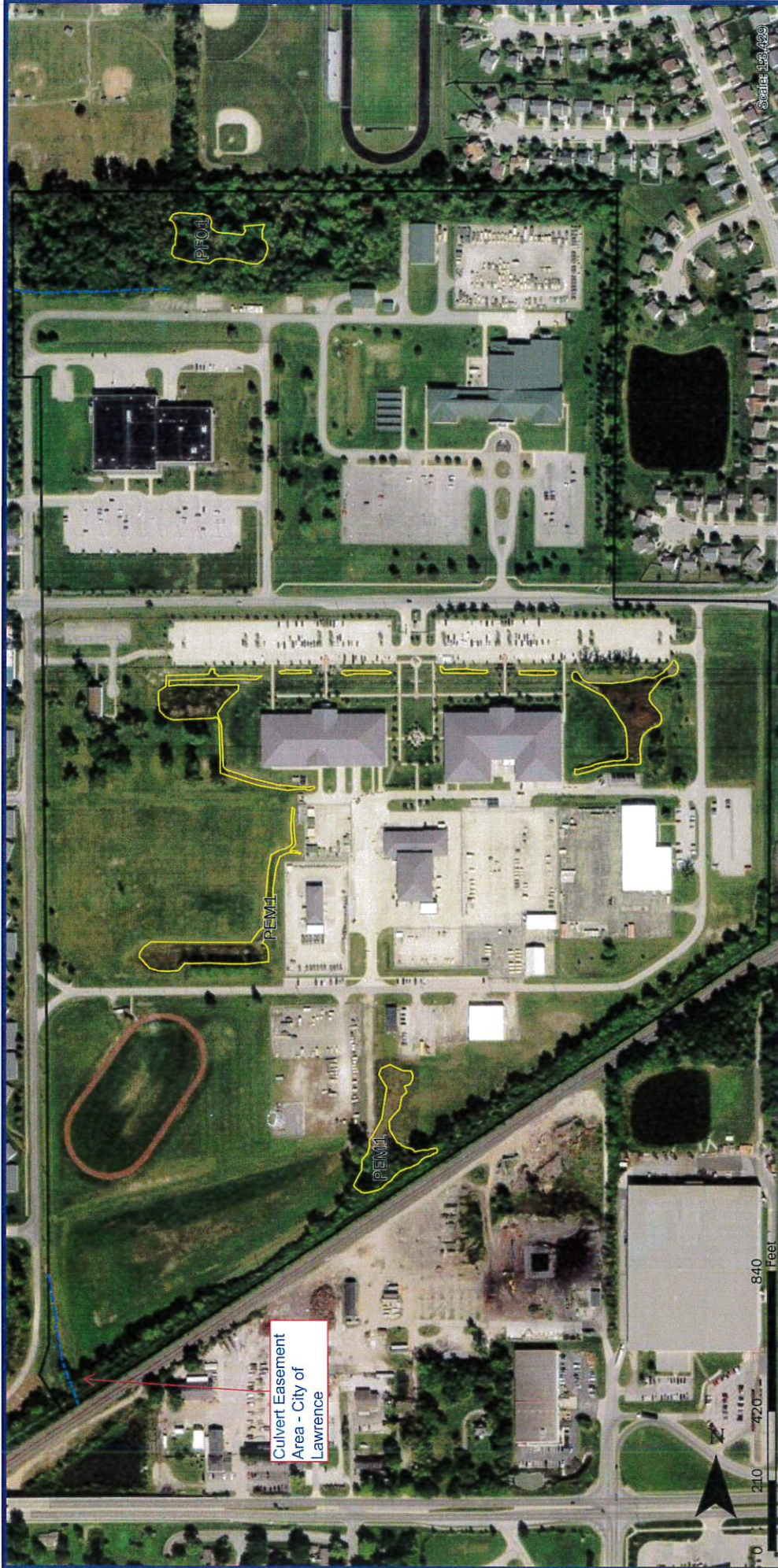
(Tax ID)





88th Readiness Division

Ft. Ben Harrison USARC
9704 Beaumont Rd
Indianapolis, IN 46216



Scale: 1:24,420

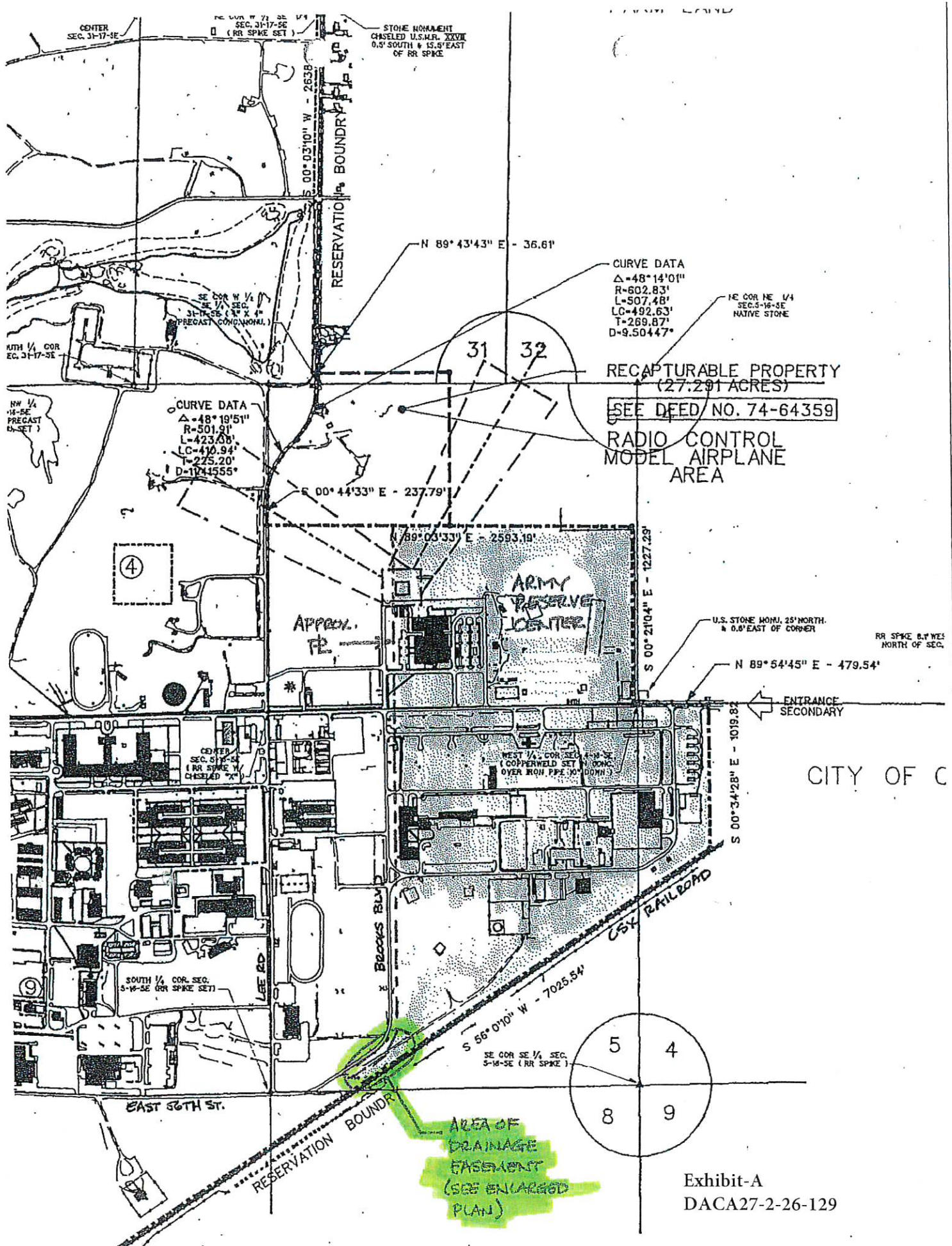
- Legend
- Site Boundary
 - Wetlands
 - Stream

Exhibit A DACA27-2-26-129

Disclaimer: Data shown is deemed accurate. It is to be used for reference only and should not be used for construction.

To maintain scale print on 11x17 paper.

This map is produced by 88th Readiness Division - GIS
2024/02/09



CURVE DATA
 $\Delta = 48^{\circ} 14' 01''$
 $R = 602.83'$
 $L = 507.48'$
 $LC = 492.63'$
 $T = 269.87'$
 $D = 9.50447^{\circ}$

1/4 COR NE 1/4
 SEC. 3-16-SE
 NATIVE STONE

RECAPTURABLE PROPERTY
 (27.291 ACRES)

SEE DEED NO. 74-64359

RADIO CONTROL
 MODEL AIRPLANE
 AREA

CURVE DATA
 $\Delta = 48^{\circ} 19' 51''$
 $R = 501.91'$
 $L = 423.06'$
 $LC = 410.94'$
 $T = 225.20'$
 $D = 174.555^{\circ}$

ARMY
 RESERVE
 CENTER

U.S. STONE MONU. 25' NORTH
 & 0.8' EAST OF CORNER

RR SPIKE 8.7' WES
 NORTH OF SEC.

N 89° 54' 45" E - 479.54'

ENTRANCE
 SECONDARY

CITY OF C

AREA OF
 DRAINAGE
 EASEMENT
 (SEE ENLARGED
 PLAN)

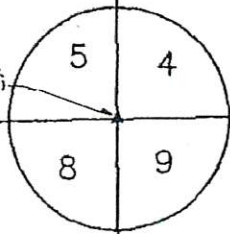
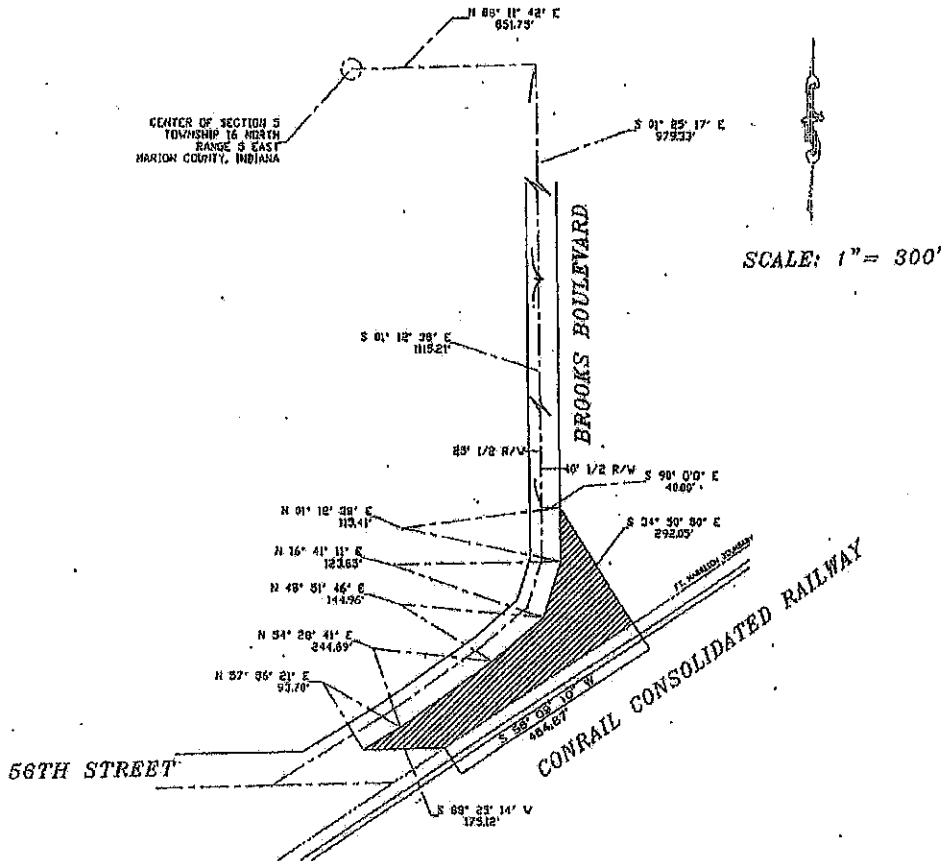


Exhibit-A
 DACA27-2-26-129

EXHIBIT "A"
DRAINAGE EASEMENT

DATE: 02/16/2000
DRAWN BY: SWS
CHECKED BY:

SE 1/4 - SEC. 5, TWP. 16 N, RANGE 5 E
LAWRENCE TWP. - MARION COUNTY



A part of the Southeast Quarter of Section 5, Township 16 North, Range 5 East, located in Marion County, Indiana, and more particularly described as follows:

Commencing at the center of said Section 5, Township 16 North, Range 5 East, said center point being also on the centerline of East 59th Street; thence North 88 degrees 11 minutes 42 seconds East 851.75 feet on and along said centerline to the point of intersection of the centerline of 59th Street and the centerline of Brooks Boulevard; thence South 01 degrees 25 minutes 17 seconds East 979.33 feet on and along the centerline of Brooks Boulevard; thence South 01 degrees 12 minutes 38 seconds East 1115.21 on and along the centerline of Brooks Boulevard to a point; thence North 90 degrees 0 minutes 0 seconds East 40.00 feet to a point on the East right of way line of Brooks Boulevard and the Point of Beginning of this legal description; thence South 34 degrees 50 minutes 50 seconds East 292.05 feet to a point on the northerly right of way of the Conrail Consolidated Railway; thence South 56 degrees 09 minutes 10 seconds West 464.87 feet on and along said Conrail right of way to a point, said point being the intersection of the Conrail Consolidated Railway right of way and the north right of way line of East 56th Street; thence South 88 degrees 25 minutes 14 seconds West 175.12 feet to a point, said point being the intersection of the north right of way line of 56th Street and the east right of way line of Brooks Boulevard; (the following 5 calls are on and along the east right of way line of Brooks Boulevard) thence North 57 degrees 56 minutes 21 seconds East 93.70 feet; thence North 54 degrees 28 minutes 41 seconds East 244.69 feet; thence North 48 degrees 51 minutes 46 seconds East 144.96 feet; thence North 16 degrees 41 minutes 11 seconds East 123.65 feet; thence North 01 degrees 12 minutes 38 seconds East 115.41 feet to the Point of Beginning. Said easement is estimated to contain 1.54 acres more or less.

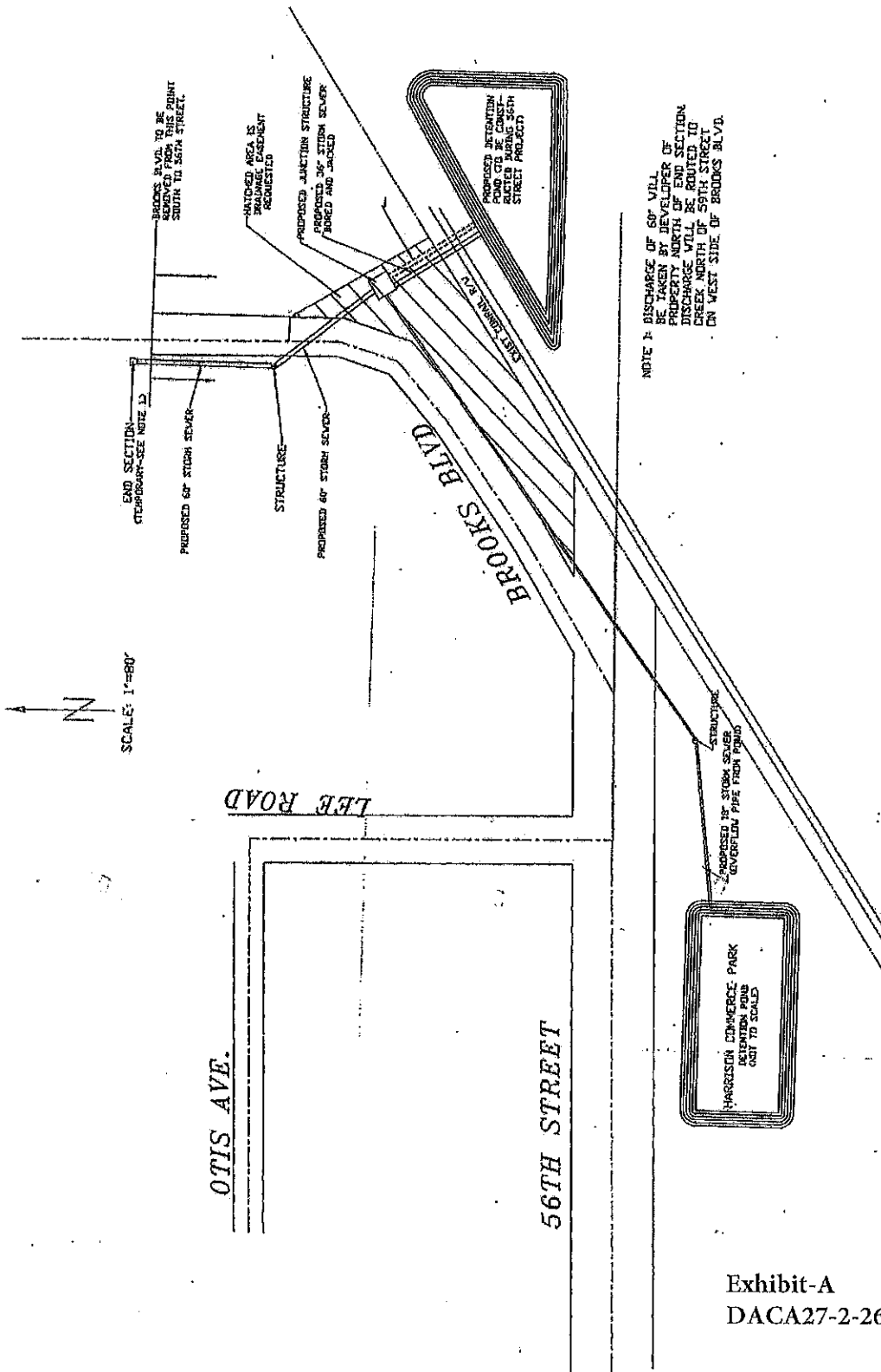


Exhibit-A
DACA27-2-26-129