

ATTACHMENT 5
GRANT OF SEWER EASEMENT AND BILL OF SALE

THIS INDENTURE WITNESSETH that: _____ of _____ County, State of Indiana (hereinafter called "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey to the Clay Township Regional Waste District, a Regional Sewer District duly organized and existing under the laws of the State of Indiana, (hereinafter called "Grantee"), a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, change the size of, repair and remove a pipeline or appurtenance to be used for the transmission of sewage along, under, through and across the Grantor" land in Hamilton County, State of Indiana, which easement is more particularly described as follows, to-wit:

SEE ATTACHMENT (Legal Description and Drawing)

In addition to the dedication and grant of said permanent easement, Grantor does hereby convey, bargain and sell unto the Grantee, all of Grantor's right, title and interest in and to the permanent easement described herein. In connection therewith, Grantor represents and warrants that it is the lawful owner of the property transferred hereunder and that there are no unpaid laborers, subcontractors and/or materialmen who have furnished labor or materials in connection with the purchase and installation of the property so transferred.

Grantee shall have the right of ingress and egress over and across the easements granted for purposes described herein. Whenever necessary or convenient, Grantee may haul across the easements granted herein such pipe and other materials as may be needed in the construction or maintenance of its pipeline.

Grantor shall have the right to fully use and enjoy the strip of land granted as a permanent easement except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over or interfering with the construction, maintenance, or operation of any pipeline or appurtenance constructed pursuant to this instrument. Grantor further agrees that Grantor shall not change the grade of any such pipeline or appurtenance.

The grants, covenants and stipulations hereof shall extend to and be binding upon the respective heirs, successors and assigns of the parties.

Grantor
Printed: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Grant of Sewer Easement and Bill of Sale, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 200__.

Notary Public
Printed: _____

My Commission Expires: _____

This instrument prepared by: Anne Hensley Poindexter, CAMPBELL KYLE PROFFITT LLP,
One Penn Mark, Suite 701, 11595 N. Meridian St., Carmel, Indiana 46032, (317) 846-6514, fax (317) 843-8097.

Pursuant to I.C. 32-5-2-2, reference is hereby made to Deed Record Instrument No. _____ (or
Book _____, page _____), in the Office of the Recorder of _____ County, State of Indiana.