



Department of Engineering

December 12, 2023

Board of Public Works & Safety
10 South State Street
Greenfield, IN 46140

Dear Members,

Attached are three (3) Permanent Easements and Bills of Sale from the Brandywine Community Church, Vita of Greenfield IL, LLC, and Vita of Greenfield, LLC along Blue Road.

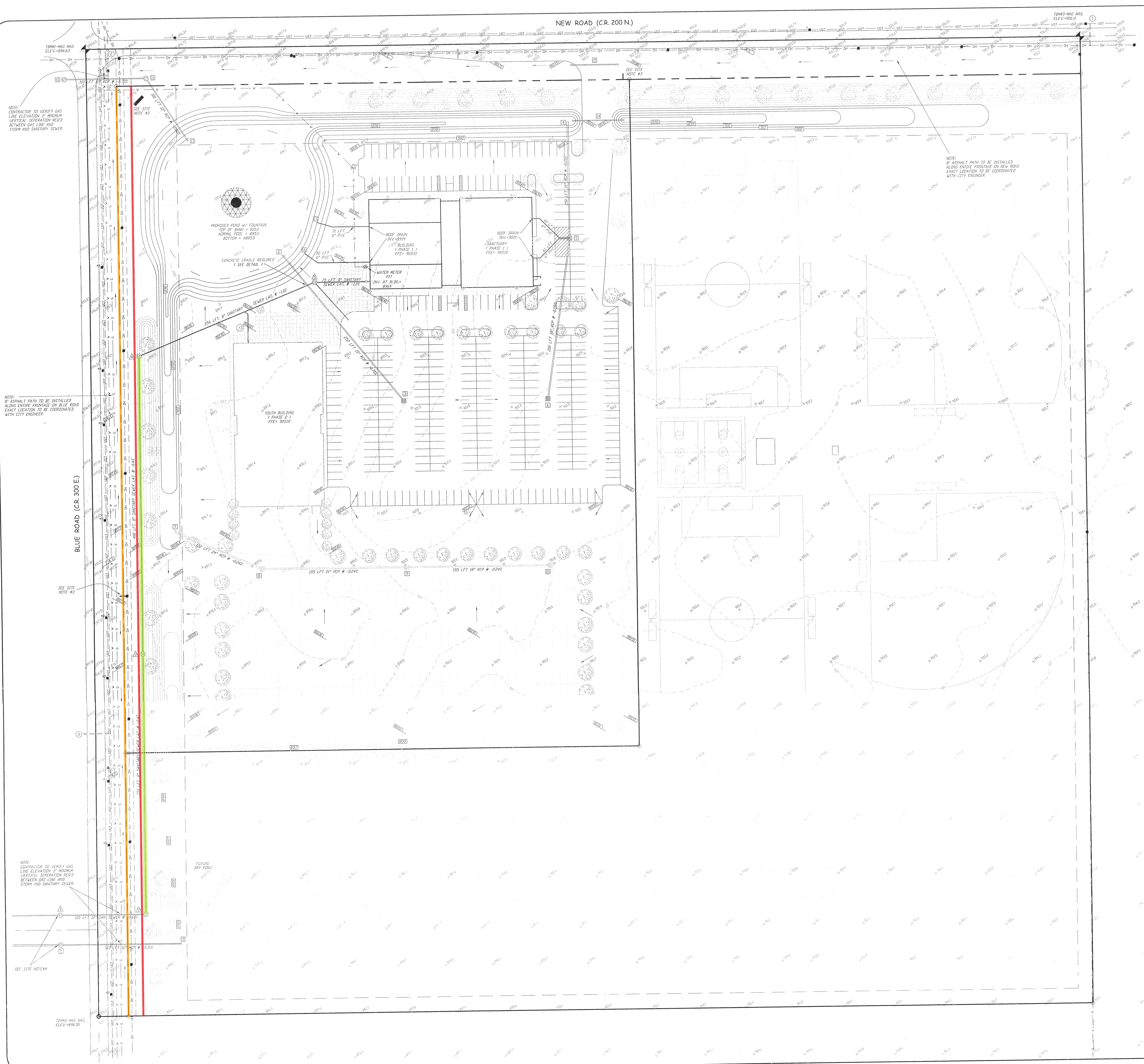
In 2005, Brandywine Church platted and constructed their facility at the corner of New and Blue. Attached is a plan from that time that shows that they platted the 40' east half of R/W from the center of Blue Road (orange highlighted line) and also a 20' utility easement (red highlighted line). For some reason they built the sewer line for the building outside of easement, so the sewer line along Blue Road in that area (green highlighted line) is their private lateral, even though it's big enough to be a main.

Fast forward to 2021 when Olthof Homes came in with Evergreen Estates Sec. 1 plans and 2023 when Brandywine Church replatted to accommodate the sale of 2 lots to Vita (memory care and independent living facilities). None of those 3 projects had easy access to a public sewer. The four stakeholders came together and decided that the existing sewer along Blue Rd should be public. Our staff inspected the infrastructure and deemed it to be in good shape and acceptable for public use. So we asked that the 3 new lots, fronting Blue Road, donate the sewer infrastructure via Bill of Sale and donate a 15' easement beyond (east of) the existing 20' easement that exists. This would give 10' on either side of the existing sewer for future maintenance.

All of that has been completed and so I would like to request that the Board approve and accept the three Bills of Sale and Easements as presented and accept the sewer infrastructure into our assets. I will return these to Olthof (who has coordinated all of this), who will record the documents with the County once they receive the signed and accepted documents.

Sincerely,

Jason A. Koch, P.E.
City Engineer



LEGEND:

- INDICATES 5/8" REBAR WITH CAP FINISH MARKED "CELS FIRM #35"
- EXISTING MAG NAIL FOUND
- ◆ INDICATES 1/4"x1/4" SECTION CORNER
- EXISTING UTILITY POLE
- EXISTING TELEPHONE PEDESTAL
- EXISTING ELECTRIC PEDESTAL
- EXISTING ROAD SIGN
- EXISTING FENCE POST
- EXISTING MAIL BOX
- EXISTING SPOT ELEVATION
- EXISTING WOVEN WIRE FENCE
- EXISTING OVERHEAD UTILITY
- EXISTING UNDERGROUND TELEPHONE
- EXISTING GAS LINE
- EXISTING COUNTRY
- PROPOSED WATER LATERAL
- PROPOSED WATER METER PIT
- PROPOSED FLOW
- PROPOSED STORM MANHOLE
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANDOUT
- PROPOSED ELEVATION

Assumed North

0 25 50 100

Scale: 1" = 50'

GENERAL NOTES:

1) THE CONTRACTOR SHOULD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCY FOUND UPON THIS DRAWING SHOULD BE REPORTED IMMEDIATELY TO COOR CONSULTING & LAND SERVICES, CORP. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR'S ASSUMPTION OF LIABILITY.

2) THE PROPOSED ELEVATIONS DEPICTED HEREON ARE BASED UPON EXISTING SURFACE CONDITIONS AS OF THE DATE OF THE OF THE WITHIN SURVEY. UNLESS STATED, NO INFORMATION ABOUT FLOTTING WATER TABLES, SOIL CONDITIONS, OR SOIL TYPES WITHIN THE SUBJECT TRACT HAS BEEN PROVIDED BY CLIENT OR OTHERS, OR IS IT STATED ON SAID PLANS. IF DURING THE CONSTRUCTION PROCESS, ANY GROUNDWATER IS WITNESSED, COOR CONSULTING & LAND SERVICES, CORP. SHOULD BE NOTIFIED IMMEDIATELY AND ADDITIONAL CONSTRUCTION TECHNIQUES SHOULD BE INCORPORATED TO ALLOCATE FUTURE PROBLEMS.

3) CONTRACTOR TO ASSURE POSITIVE DRAINAGE AWAY FROM CONSTRUCTED IMPROVEMENTS.

4) SEE ARCHITECTURAL PLANS FOR PRECISE MEASUREMENTS.

5) THE UTILITY INFORMATION DEPICTED HEREON IS BASED UPON PLANS AND/OR THE FIELD LOCATIONS AS PROVIDED AND/OR MARKED BY REPRESENTATIVES OF THE RESPECTIVE UTILITY COMPANIES. THE CONTRACTOR, OWNER, OR CLIENT SHOULD CONTACT THE APPLICABLE UTILITY COMPANY REPRESENTATIVES FOR ADDITIONAL INFORMATION AND INDIANA UNDERGROUND PLANT PROTECTION (1-800-382-5544) PRIOR TO ANY EXCAVATION, EXPLORATION, OF DESIGN.

WET-BOTTOM DETENTION FACILITY NOTES:

1) ALL STORMWATER DETENTION FACILITIES SHALL BE SEPARATED BY NOT LESS THAN 25 FEET FROM ANY BUILDING OR STRUCTURE TO BE OCCUPIED.

2) SLOPES, NO STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1) FOR SAFETY, EROSION CONTROL, STABILITY AND EASE OF MAINTENANCE SHALL BE PERMITTED.

3) SAFETY SCREENS HAVING A MAXIMUM OPENING OF FOUR (4) INCHES SHALL BE PROVIDED FOR ANY PIPE OR OPENING TO PREVENT CHILDREN OR LARGE ANIMALS FROM CRAWLING INTO THE STRUCTURES.

4) DANGER SIGNS SHALL BE MOUNTED AT APPROPRIATE LOCATIONS TO WARN OF DEEP WATER, POSSIBLE FLOOD CONDITIONS DURING STORM PERIODS AND OTHER DANGERS THAT EXIST. FENCING SHALL BE PROVIDED IF DEEMED BY THE HANCOCK COUNTY ENGINEER OR THE HANCOCK COUNTY SURVEYOR.

5) GRASS OR OTHER SUITABLE VEGETATIVE COVER SHALL BE PROVIDED ALONG THE BANKS OF THE DETENTION STORAGE BASIN. GRASS SHOULD BE CUT REGULARLY AT APPROXIMATELY MONTHLY INTERVALS DURING THE GROWING SEASON OR AS REQUIRED TO MAINTAIN FACILITY.

6) DEBRIS AND TRASH REMOVAL AND OTHER NECESSARY MAINTENANCE SHALL BE PERFORMED ON A REGULAR BASIS TO ASSURE CONTINUED OPERATION IN CONFORMANCE TO DESIGN.

BENCHMARK INFORMATION:

ORIGINATING BENCHMARK:

- DISK IN CULVERT, 120' MORE OR LESS, NORTH OF THE INTERSECTION OF NEW ROAD AND BLUE ROAD STAMPED PT12.1M#1 (ELEV 894.158' NGVD29)

TEMPORARY BENCHMARKS:

- (TBM1) MAG NAIL LOCATED AT THE NORTHWEST CORNER OF THE BRANDYWINE COMMUNITY CHURCH PLAT (ELEV 896.63)
- (TBM2) MAG NAIL LOCATED AT THE SOUTHWEST CORNER OF THE BRANDYWINE COMMUNITY CHURCH PLAT (ELEV 896.50)
- (TBM3) MAG NAIL LOCATED AT THE NORTHEAST CORNER OF THE BRANDYWINE COMMUNITY CHURCH PLAT (ELEV 906.11)

SITE NOTES:

1) LANDSCAPE MOUND HEIGHTS TO BE ADJUSTED PER FINAL TOP SOIL AVAILABILITY.

2) TREE SIZE AND LOCATION PER ARCHITECTURAL PLANS.

3) MONUMENT SIGNS TO BE DESIGNED BY OTHERS.

4) TEN FEET HORIZONTAL SEPARATION REQUIRED BETWEEN SANITARY SEWER AND WATER LATERALS AND/OR STORM SEWER. TWO FEET VERTICAL SEPARATION REQUIRED BETWEEN SANITARY SEWER AND WATER LATERALS AND/OR STORM SEWER.

5) EXACT LOCATIONS OF THE SANITARY AND STORM SEWER CONNECTIONS NEAR THE NORTHWEST AND SOUTHWEST CORNER OF THE BRANDYWINE COMMUNITY CHURCH PLAT TO BE DETERMINED BY THE CITY OF GREENFIELD AND DEVELOPERS OF THE PROPOSED SUBDIVISION WEST OF BLUE ROAD.

6) CONTRACTOR TO VERIFY SEPARATION OF PROPOSED SEWER CROSSING.

7) EXACT LOCATIONS OF WATER AND SANITARY SEWER TO BE DETERMINED.

EXISTING STORM STRUCTURES:

1. 12" DIA x 30' LONG CMP N INV = 893.51 S INV = 894.11	2. 12" DIA x 40' LONG CMP N INV = 894.83 S INV = 894.60	3. 12" DIA x 34' LONG CMP E INV = 895.43 W INV = 895.10
---	---	---

PROPOSED STORM STRUCTURES:

1. MANHOLE (BY OTHERS) 12" RCP E INV = 898.50 12" RCP W INV = 898.71 B-6" PVC W INV = 898.71	2. END SECTION 12" RCP INV = 898.00 ANIMAL SCREEN REQ'D	3. PAVEMENT INLET 12" RCP INV = 897.75	4. END SECTION 21" RCP INV = 895.75 ANIMAL SCREEN REQ'D
5. PAVEMENT INLET 12" RCP INV = 898.50 21" RCP INV = 898.71 B-6" PVC W INV = 898.71	6. PAVEMENT INLET 12" RCP INV = 898.71 15" RCP INV = 897.75	7. END SECTION 12" RCP INV = 898.71 ANIMAL SCREEN REQ'D	8. PAVEMENT INLET 24" RCP INV = 897.10 21" RCP INV = 897.10
9. PAVEMENT INLET 12" RCP INV = 897.50 15" RCP INV = 897.50	10. PAVEMENT INLET 12" RCP INV = 898.00 15" RCP INV = 898.00	11. MANHOLE (BY OTHERS) 12" RCP E INV = 898.00 12" RCP W INV = 898.00	12. MANHOLE (BY OTHERS) 12" RCP E INV = 898.00 12" RCP W INV = 898.00
13. END SECTION 12" RCP INV = 898.50 ANIMAL SCREEN REQ'D	14. 12" DIA x 65' LONG RCP E INV = 898.50 W INV = 897.50 ANIMAL SCREEN REQ'D	15. 12" DIA x 65' LONG RCP E INV = 898.50 W INV = 897.50 ANIMAL SCREEN REQ'D	16. 6" PVC INV = 898.00 ANIMAL SCREEN REQ'D
17. 6" PVC INV = 898.00 ANIMAL SCREEN REQ'D	18. END SECTION 12" RCP INV = 898.00 ANIMAL SCREEN REQ'D	19. MANHOLE 12" RCP INV = 898.00 6" N INV = 898.00 6" S INV = 898.00	20. MANHOLE 12" RCP INV = 898.00 6" N INV = 898.00 6" S INV = 898.00

PROPOSED SANITARY STRUCTURES:

1. MANHOLE (BY OTHERS) 12" RCP INV = 898.00 6" N INV = 898.00 6" S INV = 898.00	2. MANHOLE 12" RCP INV = 898.00 6" N INV = 898.00 6" S INV = 898.00	3. MANHOLE 12" RCP INV = 898.00 6" N INV = 898.00 6" S INV = 898.00	4. MANHOLE 12" RCP INV = 898.00 6" N INV = 898.00 6" S INV = 898.00	5. MANHOLE 12" RCP INV = 898.00 6" N INV = 898.00 6" S INV = 898.00
--	--	--	--	--

Sheet Number

C-103

Grading & Utility Plan

Date: 08-25-2005

Job #: 2003-104 B

Computer File: 2003-104B JE.V REV3.dwg

Drawn By: JFC

Approved By: JFC

Prepared for: Brandywine Community Church

Project location: Part of NW 1/4 - NW 1/4, S27-T16N-R07E Center Township, Hancock County, Indiana

No.	Revision	Date	Auth.
1	REVISE STORM & SANITARY SEWER DUCTS	08-25-2005	JFC
2	REVISE STORM & SANITARY SEWER DUCTS	08-25-2005	JFC

This drawing, along with the information contained herein, is the property of COOR Consulting & Land Services, Corporation. Any use or reproduction, in whole or in part, without the written consent of COOR Consulting & Land Services, Corporation is prohibited.

COOR Consulting & Land Services, Corporation

www.coorconsulting.com

BILL OF SALE

FOR VALUE RECEIVED, the undersigned, **BRANDYWINE COMMUNITY CHURCH, INC.**, an Indiana corporation, in consideration of payment of the sum of Zero Dollars (\$0.00), has bargained, sold, transferred and conveyed, and by the execution hereof, does hereby bargain, sell, transfer and convey unto the **CITY OF GREENFIELD**, an Indiana municipality, the following described property:

All sanitary sewer infrastructure located within the easement on Lot 1 of Brandywine Community Church, a Subdivision in the City of Greenfield, Hancock County, Indiana pursuant to the Permanent Easement Agreement between Brandywine Community Church, Inc. and the City of Greenfield (the "**Tangible Personal Property**");

AND FOR THE SAME CONSIDERATION, the undersigned warrants that it has good and lawful right to convey said property, free from any liens, and that it will defend the title thereto against the lawful claims or demands of all persons whomsoever. SAID PROPERTY IS BEING TRANSFERRED IN AN "AS IS" CONDITION.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale effective the 30th day of November, 2023.

BRANDYWINE COMMUNITY CHURCH, INC.

By: James W. Flood
Name: James W Flood
Title: Global PEACE Pastor

PERMANENT EASEMENT AGREEMENT

STATE OF INDIANA

PROJECT NAME: Evergreen Estates

COUNTY OF HANCOCK

BENEFITED PARCEL NOS: 30-07-22-300-026.001-009

Deed Reference: 202210188

Subject Parcel Number: 30-07-27-200-001.000-009

Property Address: 1551 E. New Road, Greenfield, Indiana 46140

Plat Reference: 202302415

Brief Description for the Record: Sanitary Sewer Easement to serve Evergreen Estates and others

The undersigned Grantor, in consideration of payment to the Grantor of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Greenfield, an Indiana municipality ("Grantee"), its successors, assigns and licensees, the right, privilege, right of way and perpetual easement to enter and re-enter at any time and to dig, build, install, construct, maintain, repair, rebuild and operate one or more sanitary sewer lines, underground, including but not limited to, the right to install sewer pipes and related appurtenances; the right to clear the right of way and easement and keep it clear of brushes, trees, buildings, obstructions, and fire hazards that interfere with the easement; and the right to remove trees, if any, that interfere with the installation and maintenance of the utility lines; the above described rights being incident to performance by the Grantee of its functions as an assignee or operator of a utilities system, or the performance by any assignee or licensee of the Grantee of any public utilities functions, the premises to be affected hereby being more particularly described and shown on Exhibit A, which are attached hereto and incorporated herewith. The easement is depicted on Exhibit B.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance. To have and to hold the same unto the Grantee, its successors and assigns forever.

Grantee shall keep the easement premises free of any liens resulting from any work performed by and on behalf of Grantee, and indemnify, defend and hold harmless Grantor from and against any and all claims, demands, damages, liabilities, costs, expenses and liens arising out of the work performed by or on behalf of Grantee. Grantee shall bear all the costs of construction and restoration. Grantee shall perform all work in a good and workmanlike manner and restore the surface of the easement premises to its original condition.

The Grantor(s) shall have the right to use the above-described strip for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor(s) shall not erect or construct any building or other structure thereon; maintain or permit any underground or over ground system of piping, poles or wiring within such strip; without the express written permission of the Grantee.

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the 11 day of September, 2023.

Brandywine Community Church, Inc.

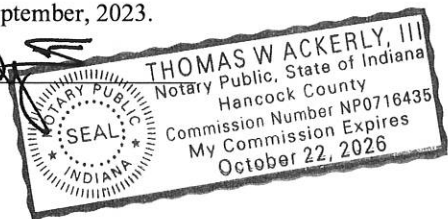
By: James W. Flood
Name: James W Flood
Title: Global PEACE Pastor

STATE OF INDIANA
COUNTY OF Hancock

I, a Notary Public in and for County and State aforesaid, do hereby certify that James Flood the Global PEACE Pastor of Brandywine Community Church, Inc. personally known to me to be the same person whose name is subscribed to the foregoing instrument in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and notarial seal this 11th day of September, 2023.

Thomas W. Wackerly, III
Notary Public



My Commission Expires: 10-22-26
My County of Residence: Hancock

AFFIRMATION

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Greg Bouwer

THIS INSTRUMENT PREPARED BY AND RETURN AFTER RECORDING TO:
GREG A. BOUWER (#16368-53), KORANSKY, BOUWER & PORACKY, P.C.
425 JOLIET STREET, SUITE 425, DYER, IN 46311

EXHIBIT A

LEGAL DESCRIPTION

A PART OF LOT 1 IN REPLAT OF BRANDYWINE COMMUNITY CHURCH, A SUBDIVISION IN THE CITY OF GREENFIELD, HANCOCK COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 202302415 IN CABINET "D", SLIDE #231 IN THE OFFICE OF THE RECORDER OF HANCOCK COUNTY, INDIANA, THIS DESCRIPTION PREPARED BY: BRUCE E. STRACK, INDIANA LS 20200057, WORKING FOR STOEPPELWERTH AND ASSOCIATES, INC. AS PART OF PROJECT #89271 OLF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT ONE OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 03 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 20.00 FEET TO THE EAST LINE OF A 20 FOOT UTILITY EASEMENT AS SHOWN ON THE PLAT OF SAID SUBDIVISION; THENCE SOUTH 00 DEGREES 51 MINUTES 27 SECONDS EAST, ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 351.88 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 08 MINUTES 33 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 27 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 342.34 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 50 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST LINE OF SAID EASEMENT; THENCE NORTH 00 DEGREES 51 MINUTES 27 SECONDS WEST, ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 342.31 FEET TO THE POINT OF BEGINNING, CONTAINING 0.118 ACRES, MORE OR LESS.

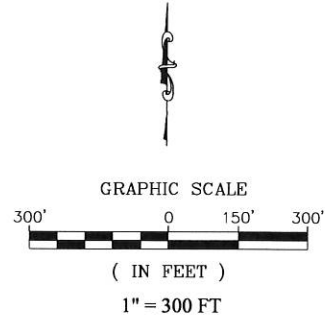
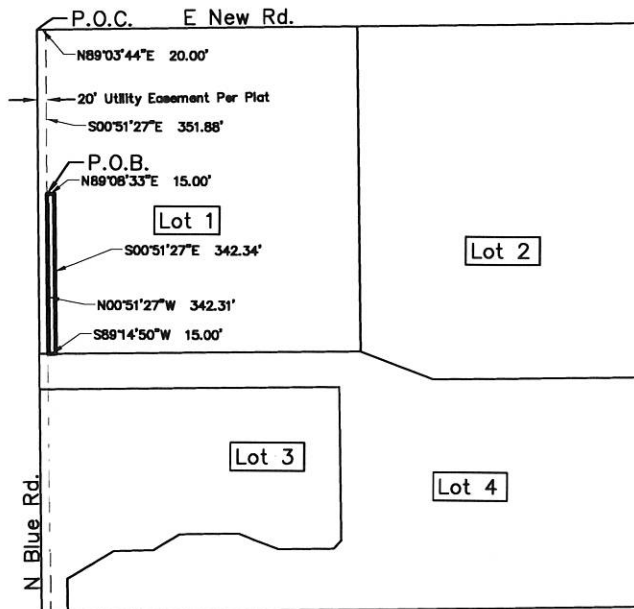
EASEMENT EXHIBIT

Prepared for: Olthof Homes
15' wide Sanitary Sewer Easement

SANITARY SEWER EASEMENT

A part of Lot 1 in Replat of Brandywine Community Church, a subdivision in the City of Greenfield, Hancock County, Indiana, the plat of which is recorded as Instrument Number 202302415 in Cabinet "D", Slide #231 in the Office of the Recorder of Hancock County, Indiana, this description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoepelwerth and Associates, Inc. as part of Project #89271OLF, more particularly described as follows:

Commencing at the Northwest corner of Lot One of said subdivision; thence North 89 degrees 03 minutes 44 seconds East, along the North line of said lot, a distance of 20.00 feet to the East line of a 20 foot Utility Easement as shown on the plat of said subdivision; thence South 00 degrees 51 minutes 27 seconds East, along the East line of said easement, a distance of 351.88 feet to the POINT OF BEGINNING of this description; thence North 89 degrees 08 minutes 33 seconds East, a distance of 15.00 feet; thence South 00 degrees 51 minutes 27 seconds East, parallel with the East line of said easement, a distance of 342.34 feet; thence South 89 degrees 14 minutes 50 seconds West, a distance of 15.00 feet to a point on the East line of said easement; thence North 00 degrees 51 minutes 27 seconds West, along the East line of said easement, a distance of 342.31 feet to the Point of Beginning, containing 0.118 acres, more or less.



LEGEND

P.O.B.	Point of Beginning
P.O.C.	Point of Commencement

Bruce E. Strack

Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

	STOEPPELWERTH		JOB NO. 89271OLF-S1	PAGE 1 OF 3 SHEETS
	ALWAYS ON		DRAWN BY: RPL	
	7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942		CHECKED BY: BES	
			DATE DRAWN: 06/13/23	
			FIELDWORK DATE: N/A	

BILL OF SALE

FOR VALUE RECEIVED, the undersigned, **VITA OF GREENFIELD IL, LLC**, an Indiana limited liability company, in consideration of payment of the sum of Zero Dollars (\$0.00), has bargained, sold, transferred and conveyed, and by the execution hereof, does hereby bargain, sell, transfer and convey unto the **CITY OF GREENFIELD**, an Indiana municipality, the following described property:

All sanitary sewer infrastructure located within the easement on Lot 3 in Replat of Brandywine Community Church, a Subdivision in the City of Greenfield, Hancock County, Indiana pursuant to the Permanent Easement Agreement between Vita of Greenfield IL, LLC and the City of Greenfield, with an instrument No. _____ (the "**Tangible Personal Property**"):

Vita of Greenfield IL, LLC specifically does not make any other express or implied warranty or representation with respect to the Tangible Personal Property, including, but not limited to, fitness for any particular purpose; the design or condition of the Tangible Personal Property; the quality or capacity of the Tangible Personal Property; workmanship or compliance of the Tangible Personal Property with the requirements of any law, rule, specification or contract relating thereto; patent infringement; or latent defect. SAID PROPERTY IS BEING TRANSFERRED IN AN "AS IS" CONDITION.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale effective the 4 day of December, 2023.

VITA OF GREENFIELD IL, LLC

By: _____

Name:

Paul Ezekiel Turner

Title:

manager

PERMANENT EASEMENT AGREEMENT

STATE OF INDIANA

PROJECT NAME: Evergreen Estates

COUNTY OF HANCOCK

BENEFITED PARCEL NOS: 30-07-22-300-026.001-009

Deed Reference: 202210188

Subject Parcel Number: 30-07-27-200-003.000-009

Property Address: 1551 E. New Road, Greenfield, Indiana 46140

Plat Reference: 202302415

Brief Description for the Record: Sanitary Sewer Easement to serve Evergreen Estates and others

The undersigned Grantor, in consideration of payment to the Grantor of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Greenfield, an Indiana municipality ("Grantee"), its successors, assigns and licensees, the right, privilege, right of way and perpetual non-exclusive easement to enter and re-enter at any time and to dig, build, install, construct, maintain, repair, rebuild and operate one or more sanitary sewer lines, underground, including but not limited to, the right to install sewer pipes and related appurtenances (which items are hereafter referred to as the "Facilities"); the right to clear the right of way and easement and keep it clear of brushes, trees, buildings, obstructions, and fire hazards that interfere with the easement insofar as may be reasonably necessary; and the right to remove trees, if necessary, that interfere with the installation and maintenance of the utility lines; the above described rights being incident to performance by the Grantee of its functions as an assignee or operator of a utilities system, or the performance by any assignee or licensee of the Grantee of any public utilities functions, the premises to be affected hereby being more particularly described and shown on Exhibit A, which are attached hereto and incorporated herewith. The easement is depicted on Exhibit B.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance over the Easement Area. To have and to hold the same unto the Grantee, its successors and assigns forever.

Grantee shall keep the easement premises free of any liens resulting from any work performed by and on behalf of Grantee, and indemnify, defend and hold harmless Grantor from and against any and all claims, demands, damages, liabilities, costs, expenses and liens arising out of the work performed by or on behalf of Grantee. Grantee shall bear all the costs of construction and restoration. Grantee shall perform all work in a good and workmanlike manner and restore the surface of the easement premises to its original condition. The restoration of damage to the Easement Area shall include, without limitation, restoring all damaged pavement to its previous condition using the same quality of pavement material. In the exercise of the rights and easements granted hereunder, Grantee shall exercise reasonable efforts to minimize interference with the normal business operations conducted on the Easement Area and on the real property owned by the Grantor that is adjacent to the Easement Area. In no event shall the exercise and use of the

easements granted hereunder be done in a way that limits or restricts the full access by Grantor to the improvements located on the real property that is adjacent to the Easement Area.

The Grantor(s) shall have the right to use the above-described strip for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor(s) shall not erect or construct any building or other structure thereon without the express written permission of the Grantee. Grantor specifically, without limitation, reserves the right to pave and use the Easement Area for driveway and parking purposes. The rights and privileges granted herein by Grantor to Grantee are non-exclusive, and Grantor covenants that Grantor will not convey to any other party any other easement or right or interest within the Easement Area that interferes with the use of the Easement Area by Grantee.

At all times during any period in which the Grantee is constructing any portion of the sewer Facilities, Grantee shall maintain general commercial liability insurance with respect to its activities to be undertaken pursuant to this Permanent Easement Agreement. Such insurance shall be on the so-called "occurrence" form with an occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000 with the Grantor named as an additional insured. Grantee shall provide Grantor a Certificate of Insurance with respect to the foregoing prior to undertaking construction activities on the Easement Area. Grantee shall not permit any construction lien to be placed upon or against the Easement Area for any work performed at Grantee's request and, if any such construction lien attaches, Grantee shall pay and remove the lien within thirty (30) days after receiving notice of the lien.

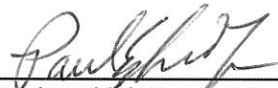
Grantee shall be responsible for and pay all applicable real estate taxes relating to the Facilities created in the Easement Area.

[Signature Pages Follow]

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the 4 day of December, 2023.

VITA OF GREENFIELD IL, LLC,

By: Vita of Greenfield IL MM, LLC,
its Managing Member

By: 
Paul Ezekiel Turner, Manager

STATE OF INDIANA
COUNTY OF Hamilton

I, a Notary Public in and for County and State aforesaid, do hereby certify that Paul Ezekiel Turner, the Manager of Vita of Greenfield IL MM, LLC the Managing Member of Vita of Greenfield IL, LLC personally known to me to be the same person whose name is subscribed to the foregoing instrument in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act.



Given under my hand and notarial seal this 4 day of December, 2023.

Courtney Erica Turner Milbank
Notary Public

My Commission Expires: 3-2-31
My County of Residence: Hamilton

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantee on this the _____ day of December, 2023.

CITY OF GREENFIELD

By: _____
Name: _____
Title: _____

STATE OF INDIANA
COUNTY OF _____

I, a Notary Public in and for County and State aforesaid, do hereby certify that _____, the _____ of the City of Greenfield personally known to me to be the same person whose name is subscribed to the foregoing instrument in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and notarial seal this ____ day of December, 2023.

Notary Public

My Commission Expires: _____
My County of Residence: _____

AFFIRMATION

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Greg Bouwer

**THIS INSTRUMENT PREPARED BY AND RETURN AFTER RECORDING TO:
GREG A. BOUWER (#16368-53), KORANSKY, BOUWER & PORACKY, P.C.
425 JOLIET STREET, SUITE 425, DYER, IN 46311**

EXHIBIT A

LEGAL DESCRIPTION

A PART OF LOT 3 IN REPLAT OF BRANDYWINE COMMUNITY CHURCH, A SUBDIVISION IN THE CITY OF GREENFIELD, HANCOCK COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 202302415 IN CABINET "D", SLIDE #231 IN THE OFFICE OF THE RECORDER OF HANCOCK COUNTY, INDIANA, THIS DESCRIPTION PREPARED BY: BRUCE E. STRACK, INDIANA LS 20200057, WORKING FOR STOEPPELWERTH AND ASSOCIATES, INC. AS PART OF PROJECT #89271 OLF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT ONE OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 03 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 20.00 FEET TO THE EAST LINE OF A 20 FOOT UTILITY EASEMENT AS SHOWN ON THE PLAT OF SAID SUBDIVISION; THENCE SOUTH 00 DEGREES 51 MINUTES 27 SECONDS EAST, ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 770.19 FEET TO THE NORTH LINE OF LOT THREE IN SAID SUBDIVISION AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 14 MINUTES 33 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 27 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 349.54 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 33 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST LINE OF SAID EASEMENT; THENCE NORTH 00 DEGREES 51 MINUTES 27 SECONDS WEST, ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 349.57 FEET TO THE POINT OF BEGINNING, CONTAINING 0.120 ACRES, MORE OR LESS

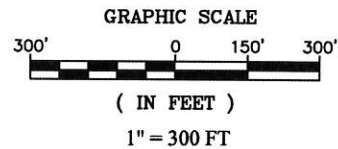
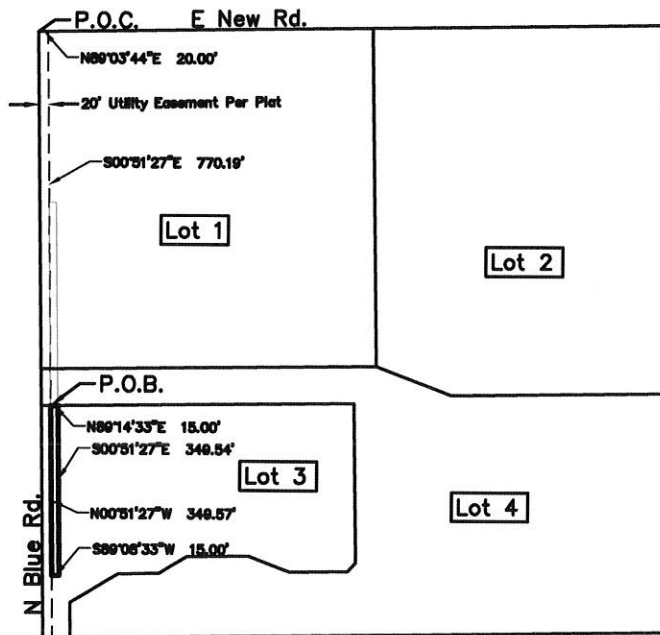
EASEMENT EXHIBIT

Prepared for: Olthof Homes
15' wide Sanitary Sewer Easement

SANITARY SEWER EASEMENT

A part of Lot 3 in Replat of Brandywine Community Church, a subdivision in the City of Greenfield, Hancock County, Indiana, the plat of which is recorded as Instrument Number 202302415 in Cabinet "D", Slide #231 in the Office of the Recorder of Hancock County, Indiana, this description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoepelwerth and Associates, Inc. as part of Project #89271OLF, more particularly described as follows:

Commencing at the Northwest corner of Lot One of said subdivision; thence North 89 degrees 03 minutes 44 seconds East, along the North line of said lot, a distance of 20.00 feet to the East line of a 20 foot Utility Easement as shown on the plat of said subdivision; thence South 00 degrees 51 minutes 27 seconds East, along the East line of said easement, a distance of 770.19 feet to the North line of Lot Three in said subdivision and the POINT OF BEGINNING of this description; thence North 89 degrees 14 minutes 33 seconds East along said line, a distance of 15.00 feet; thence South 00 degrees 51 minutes 27 seconds East, parallel with the East line of said easement, a distance of 349.54 feet; thence South 89 degrees 08 minutes 33 seconds West, a distance of 15.00 feet to a point on the East line of said easement; thence North 00 degrees 51 minutes 27 seconds West, along the East line of said easement, a distance of 349.57 feet to the Point of Beginning, containing 0.120 acres, more or less.



LEGEND

P.O.B.	Point of Beginning
P.O.C.	Point of Commencement



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

Bruce E. Strack
Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057

<p>STOEPPELWERTH ALWAYS ON 7945 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942</p>	JOB NO. 89271OLF-S1	PAGE
	DRAWN BY: RPL	3
	CHECKED BY: BES	
	DATE DRAWN: 06/13/23	
	FIELDWORK DATE: N/A	
	OF 3 SHEETS	

BILL OF SALE

FOR VALUE RECEIVED, the undersigned, **VITA OF GREENFIELD, LLC**, an Indiana limited liability company, in consideration of payment of the sum of Zero Dollars (\$0.00), has bargained, sold, transferred and conveyed, and by the execution hereof, does hereby bargain, sell, transfer and convey unto the **CITY OF GREENFIELD**, an Indiana municipality, the following described property:

All sanitary sewer infrastructure located within the easement on Lot 4 in Replat of Brandywine Community Church, a Subdivision in the City of Greenfield, Hancock County, Indiana pursuant to the Permanent Easement Agreement between Vita of Greenfield, LLC and the City of Greenfield, with an instrument No. _____ (the "**Tangible Personal Property**"):

Vita of Greenfield, LLC specifically does not make any other express or implied warranty or representation with respect to the Tangible Personal Property, including, but not limited to, fitness for any particular purpose; the design or condition of the Tangible Personal Property; the quality or capacity of the Tangible Personal Property; workmanship or compliance of the Tangible Personal Property with the requirements of any law, rule, specification or contract relating thereto; patent infringement; or latent defect. SAID PROPERTY IS BEING TRANSFERRED IN AN "AS IS" CONDITION.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale effective the 4 day of December, 2023.

VITA OF GREENFIELD, LLC

By: _____

Name: Paul Ezekiel Turner

Title: Manager

PERMANENT EASEMENT AGREEMENT

STATE OF INDIANA

PROJECT NAME: Evergreen Estates

COUNTY OF HANCOCK

BENEFITED PARCEL NOS: 30-07-22-300-026.001-009
Deed Reference: 202210188

Subject Parcel Number: 30-07-27-200-004.000-009

Property Address: 1551 E. New Road, Greenfield, Indiana 46140

Plat Reference: 202302415

Brief Description for the Record: Sanitary Sewer Easement to serve Evergreen Estates and others

The undersigned Grantor, in consideration of payment to the Grantor of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Greenfield, an Indiana municipality ("Grantee"), its successors, assigns and licensees, the right, privilege, right of way and perpetual non-exclusive easement to enter and re-enter at any time and to dig, build, install, construct, maintain, repair, rebuild and operate one or more sanitary sewer lines, underground, including but not limited to, the right to install sewer pipes and related appurtenances (which items are hereafter referred to as the "Facilities"); the right to clear the right of way and easement and keep it clear of brushes, trees, buildings, obstructions, and fire hazards that interfere with the easement insofar as may be reasonably necessary; and the right to remove trees, if necessary, that interfere with the installation and maintenance of the utility lines; the above described rights being incident to performance by the Grantee of its functions as an assignee or operator of a utilities system, or the performance by any assignee or licensee of the Grantee of any public utilities functions, the premises to be affected hereby being more particularly described and shown on Exhibit A, which are attached hereto and incorporated herewith. The easement is depicted on Exhibit B.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance over the Easement Area. To have and to hold the same unto the Grantee, its successors and assigns forever.

Grantee shall keep the easement premises free of any liens resulting from any work performed by and on behalf of Grantee, and indemnify, defend and hold harmless Grantor from and against any and all claims, demands, damages, liabilities, costs, expenses and liens arising out of the work performed by or on behalf of Grantee. Grantee shall bear all the costs of construction and restoration. Grantee shall perform all work in a good and workmanlike manner and restore the surface of the easement premises to its original condition. The restoration of damage to the Easement Area shall include, without limitation, restoring all damaged pavement to its previous condition using the same quality of pavement material. In the exercise of the rights and easements granted hereunder, Grantee shall exercise reasonable efforts to minimize interference with the normal business operations conducted on the Easement Area and on the real property owned by the Grantor that is adjacent to the Easement Area. In no event shall the exercise and use of the

easements granted hereunder be done in a way that limits or restricts the full access by Grantor to the improvements located on the real property that is adjacent to the Easement Area.

The Grantor(s) shall have the right to use the above-described strip for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor(s) shall not erect or construct any building or other structure thereon without the express written permission of the Grantee. Grantor specifically, without limitation, reserves the right to pave and use the Easement Area for driveway and parking purposes. The rights and privileges granted herein by Grantor to Grantee are non-exclusive, and Grantor covenants that Grantor will not convey to any other party any other easement or right or interest within the Easement Area that interferes with the use of the Easement Area by Grantee.

At all times during any period in which the Grantee is constructing any portion of the sewer Facilities, Grantee shall maintain general commercial liability insurance with respect to its activities to be undertaken pursuant to this Permanent Easement Agreement. Such insurance shall be on the so-called "occurrence" form with an occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000 with the Grantor named as an additional insured. Grantee shall provide Grantor a Certificate of Insurance with respect to the foregoing prior to undertaking construction activities on the Easement Area. Grantee shall not permit any construction lien to be placed upon or against the Easement Area for any work performed at Grantee's request and, if any such construction lien attaches, Grantee shall pay and remove the lien within thirty (30) days after receiving notice of the lien.

Grantee shall be responsible for and pay all applicable real estate taxes relating to the Facilities created in the Easement Area.

[Signature Pages Follow]

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the 4 day of December, 2023.

VITA OF GREENFIELD, LLC,
an Indiana limited liability company

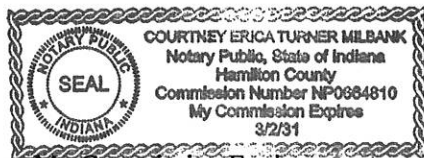
By: Vita of Greenfield MM, LLC,
an Indiana limited liability company,
its Managing Member

By: *Paul Ezekiel Turner*
Paul Ezekiel Turner, Manager

STATE OF INDIANA
COUNTY OF Hamilton

I, a Notary Public in and for County and State aforesaid, do hereby certify that Paul Ezekiel Turner, the Manager of Vita of GREENFIELD MM, LLC the Managing Member of Vita of GREENFIELD, LLC personally known to me to be the same person whose name is subscribed to the foregoing instrument in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and notarial seal this 4 day of December, 2023.



My Commission Expires: 3-2-31
My County of Residence: Hamilton

Courtney Erica Turner Milbank
Notary Public

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantee on this the _____ day of December, 2023.

CITY OF GREENFIELD

By: _____
Name: _____
Title: _____

STATE OF INDIANA
COUNTY OF _____

I, a Notary Public in and for County and State aforesaid, do hereby certify that _____, the _____ of the City of Greenfield personally known to me to be the same person whose name is subscribed to the foregoing instrument in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and notarial seal this ____ day of December, 2023.

Notary Public

My Commission Expires: _____
My County of Residence: _____

AFFIRMATION

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Greg Bouwer

**THIS INSTRUMENT PREPARED BY AND RETURN AFTER RECORDING TO:
GREG A. BOUWER (#16368-53), KORANSKY, BOUWER & PORACKY, P.C.
425 JOLIET STREET, SUITE 425, DYER, IN 46311**

EXHIBIT A
LEGAL DESCRIPTION

A PART OF LOT 4 IN REPLAT OF BRANDYWINE COMMUNITY CHURCH, A SUBDIVISION IN THE CITY OF GREENFIELD, HANCOCK COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 202302415 IN CABINET "D", SLIDE #231 IN THE OFFICE OF THE RECORDER OF HANCOCK COUNTY, INDIANA, THIS DESCRIPTION PREPARED BY: BRUCE E. STRACK, INDIANA LS 20200057, WORKING FOR STOEPPELWERTH AND ASSOCIATES, INC. AS PART OF PROJECT #89271 OLF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT ONE OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 03 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 20.00 FEET TO THE EAST LINE OF A 20 FOOT UTILITY EASEMENT AS SHOWN ON THE PLAT OF SAID SUBDIVISION; THENCE SOUTH 00 DEGREES 51 MINUTES 27 SECONDS EAST, ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 694.19 FEET TO THE NORTH LINE OF LOT FOUR IN SAID SUBDIVISION AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 14 MINUTES 50 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 27 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 76.00 FEET TO THE SOUTH LINE OF SAID LOT FOUR; THENCE SOUTH 89 DEGREES 14 MINUTES 33 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST LINE OF SAID EASEMENT; THENCE NORTH 00 DEGREES 51 MINUTES 27 SECONDS WEST, ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 76.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,140 SQUARE FEET, MORE OR LESS.

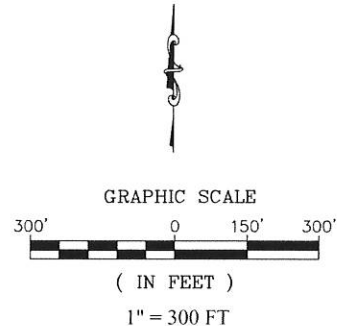
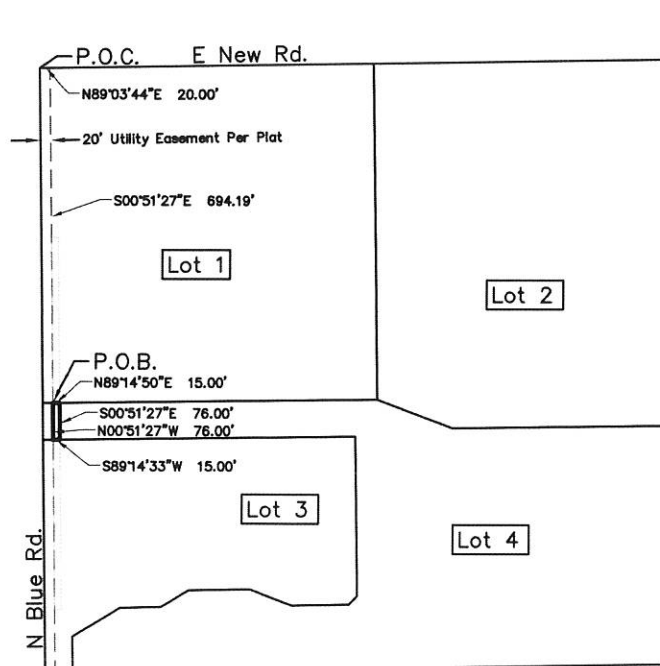
EASEMENT EXHIBIT

Prepared for: Olthof Homes
15' wide Sanitary Sewer Easement

SANITARY SEWER EASEMENT

A part of Lot 4 in Replat of Brandywine Community Church, a subdivision in the City of Greenfield, Hancock County, Indiana, the plat of which is recorded as Instrument Number 202302415 in Cabinet "D", Slide #231 in the Office of the Recorder of Hancock County, Indiana, this description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoepelwerth and Associates, Inc. as part of Project #89271OLF, more particularly described as follows:

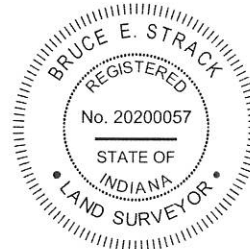
Commencing at the Northwest corner of Lot One of said subdivision; thence North 89 degrees 03 minutes 44 seconds East, along the North line of said lot, a distance of 20.00 feet to the East line of a 20 foot Utility Easement as shown on the plat of said subdivision; thence South 00 degrees 51 minutes 27 seconds East, along the East line of said easement, a distance of 694.19 feet to the North line of Lot Four in said subdivision and the POINT OF BEGINNING of this description; thence North 89 degrees 14 minutes 50 seconds East along said line, a distance of 15.00 feet; thence South 00 degrees 51 minutes 27 seconds East, parallel with the East line of said easement, a distance of 76.00 feet to the South line of said Lot Four; thence South 89 degrees 14 minutes 33 seconds West along said line, a distance of 15.00 feet to a point on the East line of said easement; thence North 00 degrees 51 minutes 27 seconds West, along the East line of said easement, a distance of 76.00 feet to the Point of Beginning, containing 1,140 square feet, more or less.



LEGEND

P.O.B.	Point of Beginning
P.O.C.	Point of Commencement

Bruce E. Strack
Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.



STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 89271OLF-S1

DRAWN BY: RPL

CHECKED BY: BES

DATE DRAWN: 06/13/23

FIELDWORK DATE: N/A

PAGE

2

OF 3 SHEETS