

ATTACHMENT 3
NON- EXCLUSIVE SANITARY SEWER EASEMENT

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 non-exclusive easement and right-of-way to construct, operate, control, maintain, reconstruct, change the size of, repair and remove a pipeline or appurtenances to be used for the transmission of sewage along, under, through and across the Grantor land in _____ County, State of Indiana, which easement is more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT __

Grantor shall not convey any further interest in said easement or right of way except to other public utilities for utility purposes.

Grantee will level the ground and reseed any areas that might be disturbed as a result of the construction of the sewer line or appurtenances, or as a result of any maintenance repairs that may be made to said sewer line or appurtenances hereafter. It is further agreed that any damage to any private drive, pipe, tile, fences or other property of the Grantor (other than trees, shrubs and ground cover) occasioned by the construction of said sewer line shall be repaired or replaced by the Grantee in as good or better condition as the same presently exists.

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.

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

Grantor covenants that Grantor is the owner of and has the right, title and capacity to grant the easement granted herein.

Executed this _____ day of _____, 200__, by Grantor.

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 Non-Exclusive Sanitary Sewer Easement, 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.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security
number in the document, unless required by law. _____(Name)