

**(Complete the applicable one of the two following paragraphs.)**

1. This easement encumbers real estate known as Lot No. \_\_\_\_\_ in the subdivision that is called \_\_\_\_\_, the plat of which is recorded as Instrument No. \_\_\_\_\_ in Plat Book \_\_\_\_\_, page \_\_\_\_\_ in the office of the Recorder of Hendricks County, Indiana.
2. This easement encumbers real estate that does not lie within a subdivision. The deed by which the encumbered real estate was most recently transferred is recorded as Instrument No. \_\_\_\_\_ in the office of the Recorder of Hendricks County, Indiana.

**GRANT OF EASEMENT**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called "GRANTOR(S)", and the Hendricks County Regional Sewer District, Hendricks County, Indiana, hereinafter called "GRANTEE":

WITNESSETH, that for and in consideration of the mutual covenants herein set forth and other valuable considerations, the receipt of which is hereby acknowledged, the GRANTOR(S) for himself, herself, themselves, his, her, their administrator, successors and assigns, do(es) hereby grant, bargain, sell, convey and warrant unto the GRANTEE, its grantees, successors and assigns forever, a perpetual sanitary sewer easement, with the right, privileges and authority of GRANTEE, its grantees, successors and assigns, to enter upon, dig, lay, erect, construct, install, reconstruct, renew, and operate, maintain and patrol, replace, repair and continue a sanitary sewer line, including, but not limited thereto, main, sub-main, local, lateral, outfall, force, and interceptor sewer, as part of the GRANTEE'S system and works for the collection, carriage, treatment and disposal of sanitary sewage of Hendricks County, as shall be hereafter located and constructed into, under, upon, over and across the following described real estate and premises owned by the GRANTOR(S) and situated in Hendricks County, Indiana, to-wit:

See legal description attached hereto and incorporated herein by reference as Exhibit A.

GRANTEE, its grantees successors and assigns shall have the right to enter along, over and upon said easement to repair, relocate, service and maintain said sanitary sewers and appurtenances, at will, and to make such alterations and improvements in the facilities thereof as may be necessary or useful, and to remove from the extent of the easement any encroaching trees, buildings, or other obstruction to the free and unobstructed use of said easement, and to build and maintain all necessary appurtenances incident to said sewers, and shall have the right of ingress and egress on, across and over adjoining premises and lands when necessary and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said easement.

GRANTEE covenants that, in the installation, maintenance or operation of said sewer and appurtenances, under, upon, over and across said tract of land in which perpetual sanitary sewer easement is hereby granted, it will restore the area disturbed by its work to as near the original condition as is practicable.

GRANTOR(S) covenant(s) for himself, herself, themselves, his, her, their administrators, successors and assigns that he, she, they will not erect or maintain any buildings, fences, or other

structures or obstruction on or over said sewer and appurtenances in said tract of land in which perpetual easement is hereby granted, except by express permission from the GRANTEE, in writing and in accordance with the terms thereof, and which permission when in writing and recorded shall run with the real estate. A diagram map showing the route, courses and distances through the above-described real estate and premises and the width of perpetual easement is attached hereto and incorporated by reference as Exhibit B.

GRANTOR(S) covenant(s) that he, she, they is/are the owner(s) in fee simple of the above-described real estate, is/are lawfully seized thereof and has/have the right to grant and convey the foregoing easement therein; that he, she, they guarantee(s) the quiet possession thereof.

GRANTOR(S) will warrant and defend GRANTEE's title to said easement against all lawful claims.

IN WITNESS WHEREOF, the GRANTOR(S) has/have hereunto set his, her, their respective hand(s) the day and year first written above.

_____	_____
(Signature)	(Signature)
_____	_____
Printed Name	Printed Name

STATE OF INDIANA        )  
   ) SS:  
 COUNTY OF                 )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, GRANTOR(S), who acknowledged the execution of the above and foregoing instrument to be his, her, their voluntary act and deed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____	_____
Commission Expiration Date	Signature
_____	_____
County Of Residence	Printed Name