

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT
AND PERMANENT SEWER UTILITY EASEMENT**

This Agreement for Temporary Construction Easement and Permanent Sewer Utility Easement (the "**Agreement**") is made and entered into by and among [Insert Name(s) exactly as appear on Deed or evidence of Title], as husband and wife (the "**Grantor**"), and the Tippecanoe and Chapman Regional Sewer District, Kosciusko, Indiana (the "**Grantee**" or "**District**"), under the circumstances set forth below.

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of real estate located in Kosciusko County, Indiana, the legal description of which, contained in the deed, is attached hereto as "Exhibit A" and recorded in the office of the Kosciusko County Recorder as Document Number _____ (the "**Real Estate**");

WHEREAS, Grantee desires to install, maintain, or have access to sewer utility facilities, including, but not limited to, underground main line, lateral lines, air release valves, manholes, gravity sewer lines, a residential pump station, lift stations, electrical conduit, control panel, and all related components (the "**Facilities**") upon the Real Estate to serve the permanent structures located thereon and adjacent thereto; and

WHEREAS, Grantee also desires to construct, install, operate, control, maintain, reconstruct, remove, and have access to an underground sanitary sewer line, air release valves, manholes, and related facilities upon the Real Estate to serve other properties and the District's sewage collection system (the "**Line**").

NOW, THEREFORE, in consideration of the recitals above, the covenants contained herein, the installation by the District of a grinder pump (or shared grinder pump) connected to the District's sewage collection system capable of serving the Real Estate (upon the Grantor's connection thereto), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee mutually agree as follows:

1. **Recitals**. All recitals set forth above are included in their entirety in this Agreement and made a part hereof.
2. **Grant of Temporary Construction Easement**. Grantor, as the owner of the Real Estate, grants, transfers, and conveys to Grantee, its successors and assigns, temporary rights-of-way and easements to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove the Facilities and the Line over, on, across, under, and through the Real Estate and any land described as a private road over which the Grantor has a right of ingress and egress (the "**Construction Easement**"). It is the intent that all work within the Construction Easement area shall not interfere with or cause harm to any existing improvements, drainage, structures, or landscaping. To the extent it does interfere or to the extent there is a disturbance, the District shall restore all areas of the Real Estate disturbed pursuant to the District's use of this Construction Easement to "as good as" condition as the Real Estate was in immediately preceding use of the Construction Easement as is reasonably possible.

3. **Termination of Construction Easement.** The Construction Easement shall be null, void, and extinguished upon the later of: (a) two (2) years from the commencement of the installation of the Facilities or Line by the District, (b) upon the connection of the Facilities installed by the District to the permanent structure being served by said Facilities, or (c) completion of the installation of the Line and connection to the waste water collection system. Upon such termination of the Construction Easement, Grantee agrees, upon request of Grantor, to provide any waiver, release, or other document reasonably necessary to provide further evidence to any interested party that the Construction Easement no longer burdens the Real Estate.
4. **Grant of Permanent Sewer Utility Easement.** Upon the termination of the Construction Easement, or if the Facilities or Line have already been constructed, Grantor grants, transfers, and conveys to Grantee, its successors and assigns, a permanent easement to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, or remove the Facilities or the Line over, on, across, under, and through a portion of the Real Estate (the "**Permanent Easement**"). The location of the Permanent Easement shall extend seven and one-half (7.5) feet on all sides of the Facilities and Line installed by the District or by others and transferred to the District. In the event that seven and one-half (7.5) feet of easement area is not available on each side of the Facilities or Line because of a condition of the Real Estate, including, but not limited to, the location of a property line or a previously placed structure or obstacle, the Permanent Easement shall be fifteen (15) feet in total width measured from the limiting condition of the Real Estate and extending in the opposite direction fifteen (15) feet. In addition, Grantee shall have the right of ingress and egress over the Real Estate, any land described as a private road over which the Grantor has a right of ingress and egress, and adjacent lands of Grantor (and all successors and assigns) as may be necessary from time to time to serve the purposes of this Permanent Easement.
5. **Assignment to Adjacent Property Owner.** In the event there is, or there is anticipated to be, now or at any time in the future, a shared grinder pump located upon the Real Estate (installed or to be installed in the Permanent Easement), Grantee may assign, but also retain for itself, all of its rights in the Construction Easement or the Permanent Easement granted herein to the owner of adjoining real estate solely for the purpose of allowing said real estate (and improvements thereon) to connect to or caused to be connected to the Facilities or Line, including but not limited to, an electrical power line or supply from said owner's real estate to a grinder pump or other Facilities located on Grantor's Real Estate within the Construction Easement or the Permanent Easement.
6. **Scope of Permanent Easement.** Grantor shall have the full right to use the surface area of the Permanent Easement granted herein for purposes not inconsistent with Grantee's full use of the rights granted herein. In addition, Grantor shall not construct, erect, place, or allow any obstacles, obstructions, buildings, structures, permanent pavement, landscaping, fences, or other improvements (the "**Improvements**") on, over, under, or within the

Permanent Easement. In the event that Grantor violates the provisions of this Paragraph, the following shall apply:

- (a) The Grantor shall be liable for any damage done to the Improvements, including the replacement or repair of such Improvements if in maintaining the Facilities the Grantee has damaged the Improvements. The Grantee is indemnified and held harmless as to any such damage or loss;
- (b) The Grantor shall be liable for any damage to the equipment of Grantee so caused by the removal of the Improvements in the course of maintaining the Facilities or the line located under the Permanent Easement; and
- (c) The Grantor shall be liable for and pay any additional expense (including but not limited to the cost for the use of any unique or specialized equipment required by the nature of the Improvements) incurred by the Grantee in exercising its rights hereunder due to any obstruction caused by the Improvements.

Notwithstanding the above, Grantee retains, at all times, the right to require the Grantor to remove, or Grantee may remove itself and charge Grantor for the cost of said removal, any Improvements placed upon the Permanent Easement.

- 7. **Grantee's Rights.** The Grantee may, without liability, enter into the Permanent Easement and the Real Estate, take all steps deemed reasonable by the Grantee to maintain the Permanent Easement granted herein and to protect the Facilities, the Line, and related improvements which may be installed thereon. Such steps may include, but are not limited to, the removal of any Improvements, trees, bushes, landscaping, and items that may in any way affect the operation of the Facilities or the Line. Grantor shall retain ownership of any items removed.
- 8. **Warranty of Grantor.** Grantor warrants and represents that Grantor is the fee simple owner of the Real Estate and the person or persons executing this Agreement on behalf of Grantor represent and warrant that they are fully empowered to execute and deliver this Agreement. Furthermore, Grantor represents and warrants that it is and shall be bound by the requirements and obligations of Grantee's ordinances as promulgated and amended from time to time.
- 9. **Ownership of Facilities and Line.** At all times, Grantee shall be deemed to own all Facilities and Lines installed or to be installed upon the Real Estate.
- 10. **Binding Effect.** This Agreement and the grants hereunder shall be binding upon the heirs, personal representatives, beneficiaries, successors, or assigns of the Grantor and shall run with the land.
- 11. **Non-Waiver of Grantee's Rights.** Grantee may enforce the terms of this Agreement at its discretion. If Grantor breaches any term of this Agreement and Grantee does not exercise its rights under this Agreement, Grantee's forbearance shall not be construed to

be a waiver by Grantee of such breach, of any subsequent breach of such term, of any other term of this Agreement or of any of Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Agreement.

12. **Waiver of Appraisal and Statement of Easement Donation.** Grantor herein acknowledges being previously furnished a link to the booklet **“When A Public Agency Acquires Your Property”** on or about date, 2021, and understands that the Grantor is hereby waiving certain rights afforded by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. This grant is made to the District for its sanitary sewer project without any coercive action of any nature, and Grantor desires to donate the Construction Easement and Permanent Easement to the District.

Signature Page to Follow

IN WITNESS WHEREOF, the Grantor has executed this Agreement this ____ day of _____, 2021.

Husband's Name

Wife's Name

STATE OF _____)
_____) **SS:**
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared [Husband's name exactly as it appear on Deed or evidence of Title] who acknowledged the execution of the foregoing Agreement, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2021.

A resident of _____ County

Notary Public (signature)

Commission Expires: _____

Commission Number: _____

Notary Public (printed name)

STATE OF _____)
_____) **SS:**
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared [Wife's name exactly as it appear on Deed or evidence of Title] who acknowledged the execution of the foregoing Agreement, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2021.

A resident of _____ County

Notary Public (signature)

Commission Expires: _____

Commission Number: _____

Notary Public (printed name)

