

RECORD AND RETURN TO:

Jerry Jackson
City of LaPorte, Wastewater Department
2101 Boyd Blvd, LaPorte IN 46350

**DEED OF EASEMENT
Utility Line and Grinder Pump**

THIS DEED OF EASEMENT, made this ____ day of _____, _____, by *(insert owner name)* (“GRANTORS”) and **City of LaPorte, Indiana**, La Porte County, State of Indiana (“GRANTEE”).

WITNESSETH: That for and in consideration of the sum of Five Dollars (\$5.00) and in further consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the GRANTORS do hereby grant and convey unto the GRANTEE, its successors and assigns, the following described perpetual easement to install, construct, reconstruct, maintain, repair, operate and inspect a wastewater conveyance system, together with all necessary appurtenances thereto, through and across the real estate located in the City of LaPorte, Indiana; said easement being part of the parcel of land which was conveyed unto GRANTORS from *(insert)*, by a deed dated *(insert)* and recorded in the land records of LaPorte County, Indiana.

The actual location of said easement will be: *[refer to exhibit or insert metes & bounds or other satisfactory description of the easement area]*

Notwithstanding the location of said easement as shown in the areas so designated, said easement must, in each case, extend from the front *[or side or rear, whichever is correct based on the construction plans]* lot boundary line to the front *[or side or rear, whichever is correct]* of the proposed house and the easement includes the control panel.

The GRANTORS and GRANTEE, for themselves, their successors and assigns, hereby covenant and agree as follows:

A. The sewer line, grinderpump, and appurtenances thereto, and all such related equipment shall be and remain the property of the GRANTEE.

B. The GRANTEE, and its agents, shall have the right of ingress and egress to and from the aforesaid easement area, on and across the land of the GRANTORS; provided, however, that the GRANTEE shall use existing roadways where possible and shall minimize damage to growing crops, planted or cultivated fields, streams, lawns, pastures, existing asphalt and parking areas, and structures.

C. The GRANTEE shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in the easement area, deemed by GRANTEE to interfere with the proper and efficient use of the easement for the purposes herein named; provided, however, that the GRANTEE, at its own expense, shall restore as nearly as possible the property to its original condition, including the backfilling of trenches, resurfacing of roadways, and reseeded of lawns and pasture areas, disturbed during future maintenance, but not the replacement of structures, trees or other obstructions.

D. The sewer line or lines shall be installed below cultivation level, except for certain appurtenances typical to water and sewer facilities such as stacks, vents, manholes, etc., which may extend to or above ground level. The GRANTORS shall not, within the easement area, erect any building or other structure, make a fill which will result in more than twelve (12) feet of ground cover over an existing or proposed sewer line, excavate to an extent which will result in a ground cover of less than four (4) feet over an existing or proposed sewer line, or inundate the land with water.

E. GRANTORS shall be responsible for the cost of electricity necessary to operate the grinder pump, control panel and appurtenances. GRANTORS shall be responsible for maintenance of the outfall line from the house to the pump and all items located inside the dwelling or structure.

F. Any future relocation of the grinder pump, control panel or other appurtenances shall only be done with the prior written approval of GRANTEE and at GRANTORS' sole expense.

G. GRANTEE shall be responsible for normal routine maintenance and repair of the grinder pump, control panel and directly related appurtenances.

H. GRANTORS shall make appropriate efforts to protect the grinder pump, control panel, and appurtenances from damage. GRANTORS shall reimburse GRANTEE for repairs or maintenance required as a result of the accidental or intentional damage to the equipment and

appurtenances, other than normal wear and tear.

I. If GRANTORS fail to pay an invoice for repairs within thirty (30) days, the outstanding amount shall become a lien on the property of GRANTORS served by the wastewater system as identified herein.

J. The GRANTORS covenant and agree that the easements and agreements contained herein shall run with the land and shall bind the GRANTORS and their heirs, executors, administrators, successors and assigns and shall bind all present and subsequent owners of the property identified herein.

K. The GRANTORS further covenant and agree that all parties having an interest in the property which is subject to this deed of easement have executed this document and agreed to the terms hereof.

L. The GRANTORS warrant specially said easements and will execute such further assurances thereof as the GRANTEE may request.

WITNESS the hands and seals of the parties on the date and year first above written.

Witness:

_____ (SEAL)
(insert owner name)

_____ (SEAL)
(insert owner name)

GRANTORS

***Sample Signature Block - must select proper format for each Grantor**

Witness/Attest:

CITY OF LAPORTE, INDIANA, a body

corporate and politic of the State of Indiana

By: _____ (SEAL)
Teresa Ludlow, Clerk Treasurer

GRANTEE

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ and _____, and they did each acknowledge the foregoing DEED OF EASEMENT to be their act and deed, for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission expires: _____

***Sample Notary/Acknowledgment - must select proper format for each Grantor**

STATE OF INDIANA, COUNTY OF LAPORTE, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Teresa Ludlow who acknowledged herself to be the Clerk Treasurer of the City of LaPorte, Indiana a body corporate and politic, and that she, as Clerk Treasurer, being authorized so to do, executed the foregoing DEED OF EASEMENT for the purposes therein contained, by signing the name of the body corporate and politic by herself as City Executive.

WITNESS my hand and Notarial seal.

Notary Public

My Commission Expires: _____

CERTIFICATION OF PREPARATION

I HEREBY CERTIFY that this instrument has been prepared under the supervision of the undersigned, an Attorney admitted to practice before the Court of Appeals of Indiana.

Printed Name: _____