

CROSS-REFERENCE PURSUANT TO I.C. 32-23-2-5

The easement(s) created hereunder encumber real property that is not located within a platted subdivision. The most recent deed conveying the real property on or within which the easements are located is recorded as Deed Book _____, page _____ in the Office of the Recorder of _____ County, Indiana.

RESIDENTIAL ON-SITE SEWAGE SYSTEM EASEMENT AGREEMENT

By this Agreement made this _____ day of _____, 201____, by and between _____, hereinafter referred to as GRANTOR, and _____, hereinafter referred to as GRANTEE.

Property and Defined Terms. GRANTOR is the owner of certain real estate in _____ County, Indiana, more specifically described in the attached Exhibit A, attached hereto and made a part hereof (the "**Easement Property**"). GRANTEE is the owner of certain real estate in _____ County, Indiana, more specifically described in the attached Exhibit B, attached hereto and made a part hereof (the "**Benefited Property**").

Easement Grant. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR hereby grants and conveys to GRANTEE and their assigns and successors, as the owner from time to time of the Benefited Property and for the benefit of the Benefited Property, a perpetual non-exclusive easement for the purpose of installing, constructing, operating, maintaining, inspecting, removing, repairing, replacing, and using a residential septic tank and soil absorption system (hereafter residential septic system), and related appurtenances, including a perimeter drain and outlet tile (collectively the "**Facilities**") over, under and across the Easement Property to serve the Benefited Property, TOGETHER WITH the non-exclusive right of ingress to and egress from said property for the foregoing purposes. The physical extent of the easement is described in the attached Exhibit C.

The easement includes the following conditions and covenants which GRANTOR and GRANTEE hereby promise to faithfully and fully observe and perform:

1. COSTS AND EXPENSES

GRANTEE shall bear and promptly pay all costs and expenses of construction and maintenance of the residential septic system.

2. CONSTRUCTION AND MAINTENANCE

GRANTEE shall construct and maintain the residential septic system in accordance with all laws, regulations; or specifications as directed by the _____ County Health Department. The Facilities within the Easement Property shall be maintained by and at the expense of Grantee. Grantee shall have the right, upon reasonable notice to Grantor, to enter onto the Easement Property to construct, repair, maintain, replace and operate the Facilities to the extent reasonably necessary to keep them in good order and repair;

provided, however, that Grantee shall use its best efforts to minimize disruption to Grantor's operations or business. Grantee shall promptly restore any portion of the Easement Property disturbed by it to at least as good a condition and appearance as existed prior to commencement of such work. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all claims, liabilities, and expenses (including court costs and attorneys' fees) for injury to or death of persons, damage to property and other loss or damage arising from or in connection with the Facilities or Grantee's use or maintenance of the Easement Property and Facilities as provided herein.

3. PRIOR APPROVAL OF PLANS

Prior to the installation and/or alteration of any residential septic system by GRANTEE, plans for said construction and/or alteration shall be submitted to and approved by the ____ County Health Department.

4. WORK STANDARDS

All work to be performed by GRANTEE shall be in accordance with plans approved by the ____ County Health Department and shall be completed in a workman-like manner free of claims and liens. Upon completing construction or maintenance of the residential septic system, GRANTEE shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, including restoration of any survey references or caps which were disturbed or destroyed.

5. PROTECTION OF RESIDENTIAL SEPTIC SYSTEM

GRANTOR shall insure that no encroachments shall be made on the easement area, including but not limited to the following: placement of water, power or utility lines in the easement area, including underground sprinkler systems; driving, parking or paving over the easement area; planning or construction of buildings, utility lines or improvements except as permitted by applicable laws or regulations; or using the easement area in any fashion which hinders, disrupts or interferes with the use or proper functioning of the residential septic system. GRANTOR shall at all times have the right to occupy the easement area provided, that use of the easement area by GRANTOR does not in any fashion hinder, disrupt or interfere with the use or proper functioning of the residential septic system.

6. ACCESS BY GRANTEE

GRANTEE shall have right of ingress and egress as may from time to time be necessary to insure the proper functioning of the residential septic system. GRANTEE shall exercise its right under this section so as to minimize interference with GRANTORS use of the property.

7. NOTICES

GRANTEE shall give GRANTOR written notification of the original construction of the residential septic system at least 15 days prior to the commencement of construction. Notice for any inspection, repair or replacement shall be reasonable under the circumstances.

8. SUCCESSOR INTERESTS

This easement shall be binding upon GRANTOR, GRANTEE and their assigns and successors, and the covenants and grants herein contained shall run with the land comprising the Easement Property and the Benefited Property.

9. MODIFICATION.

This Easement may be terminated, modified, or amended by a writing signed by all of the then owners of the Easement Property and the Benefited Property (or such portion thereof actually served by this Easement), and no agreement or consent of any other persons shall be necessary for such termination, modification, or amendment; provided, however, that if a mortgage lien exists on the Benefited Property, the mortgage lender's consent shall be obtained prior to said modification, termination, or amendment, which consent may not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, this Agreement has been executed by GRANTOR and GRANTEE as of the date first written above.

GRANTOR DATE

GRANTEE DATE

GRANTOR DATE

GRANTEE DATE

STATE OF INDIANA)
) SS:
COUNTY OF _____)

On _____, before me the undersigned Notary Public in and for said county and state, personally appeared _____ (each) over the age of eighteen years, and acknowledged the execution of the foregoing instrument, as (his/her/their) free and voluntary act and deed, for the uses and purposes wherein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

Notary Public

Notary's printed or typed name
Residing in _____ County, IN

STATE OF INDIANA)
) SS:
COUNTY OF _____)

On _____, before me the undersigned Notary Public in and for said county and state, personally appeared _____ (each) over the age of

eighteen years, and acknowledged the execution of the foregoing instrument as (his/her/their) free and voluntary act and deed, for the uses and purposes wherein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

Notary Public

Notary's printed or typed name
Residing in _____ County, IN

This Instrument was prepared by:

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

Name: _____