Cross-References:
Grantor's Deed of Record:
Instrument #_____ BK#___ PG# ; PLAT BK#_____ PG#_____
Served Property Deed of Record (if applicable):
Instrument #_____ BK#___ PG# ; PLAT BK#_____ PG#_____

Easement No.:_____ Parcel No.:_____
Acct. No.:_____ Engineering Plan Sheet No.(s):_____

WATER UTILITY EASEMENT

For and in consideration of one dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I or we, the owner(s) of the Real Estate referenced below ("Grantor"), do or does hereby grant, convey, and warrant to MORGAN COUNTY RURAL WATER CORPORATION ("Grantee" or "Water Utility"), its successors and assigns, a temporary construction easement and a perpetual easement and right to enter upon, over, and across adjacent lands of the Grantor, with the right to place and lay, use and operate, maintain, repair, replace, and/or remove water utility facilities (including water meter pits) (sometimes referred to herein collectively as "Water Facilities") in, under, on, through, over, and across the property legally described on the attached Exhibit A, incorporated herein, (the "Real Estate"), (commonly referred to as _____, located in SECTION _____ TOWNSHIP _____ RANGE _____ in _____ TOWNSHIP of Morgan County, Indiana). The location of the Permanent Water Utility Easement shall be a strip of land ten (10) feet on each side of the centerline of the Water Facilities installed on the Real Estate, wherever and whenever such Water Facilities are installed, which, subject to the terms of this Water Utility Easement, may be installed on the Real Estate at the discretion of the Water Utility at any time, and from time to time. Without limiting the foregoing, the Water Utility shall be entitled to use the land between the Water Utility's Water Facilities and the boundaries of the Real Estate in order to make new service connections and to install and connect new water main extensions into the Water Utility's Water Facilities installed within the Real Estate. The location of the Temporary Construction Easement shall be twenty feet (20') on each side of, parallel with, and adjacent to the Permanent Water Utility Easement.

1. The Water Facilities shall be installed so as to minimize interference with the use and enjoyment of the Real Estate. The user of the easement shall maintain the portion of the Permanent Water Utility Easement used by the user in a state of good repair and efficiency so that no unreasonable damages will result to the Grantor or to the Real Estate. The Water Utility shall restore all areas of the Real Estate disturbed pursuant to the Water Utility's use of this Easement to as good as, or better condition, to the extent reasonably possible (trees that must be cleared from the permanent easement area will not be replaced). Once the Water Facilities have been installed, Grantor shall not change the final grade of the Permanent Water Utility Easement area by more than twelve (12) inches. Grantor shall not allow any building, structure, improvement, trees, or any other obstruction to be constructed or placed upon any portion of the Permanent Water Utility Easement (except for perpendicular crossing of the Permanent Water Utility Easement area with roads, curbs, sidewalks, or driveways, so long as such structures do not change the final grade of the Permanent Water Utility Easement by more than twelve (12) inches). The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining within the Permanent Water Utility Easement area any earthen mound or series or system of earthen mounds. Any and all use of the Permanent Water Utility Easement area must not prevent the installation, use, maintenance, replacement, and removal of water utility facilities within the Permanent Water Utility Easement area. The Grantor reserves the use of the easement area to the extent not inconsistent with this grant of easement.

2. If a water tap is purchased from the Water Utility to serve the Real Estate, all privileges and obligations incident thereto as set forth in the rules, regulations, and policies of the Water Utility, its successors and assigns, shall be binding obligations on the parties hereto, their heirs, successors, and assigns.

3. This easement shall be used only for water utility facilities. If, after water utility facilities are installed, the easement provided for herein ceases to be used for water utility facilities, the easement shall revert back to the Grantor, its successors and assigns.

4. Future Additional Connections. In the event of a later request for an additional service connection for the Real Estate, the following shall apply as determined in the discretion of the Water Utility:

a. The meter pit and the associated service lateral located within the Permanent Water Utility Easement and serving the Real Estate shall be relocated, and the service lateral shall be replaced with a main extension to serve the multiple connections on the Real Estate.

b. The cost of such main extension shall be borne equitably by the members to be served by the main extension, as determined in the discretion of the Water Utility.

5. Off-Site Easement and Future Additional Connections. In the event the Water Facilities installed on the Real Estate are intended to directly serve and benefit property outside of the Real Estate, the description of such served property (the "Served Property") shall be attached hereto and incorporated herein as Exhibit B; this Water Utility Easement shall benefit the Served Property; and the owner of the Served Property shall be entitled to use and benefit from this Water Utility Easement under the same terms as the Water Utility, provided that the owner of the Served Property executes this Water Utility Easement in the space provided below. By executing below, the owner of the Served Property agrees to the terms of this Water Utility Easement and agrees as follows:

a. The Water Utility shall have a temporary construction easement and a perpetual easement and right to enter upon, over, and across adjacent lands of the owner of the Served Property, with the right to place and lay, use and operate, maintain, repair, replace, and/or remove Water Facilities in, under, on, through, over, and across the Served Property, and the location of the permanent water utility easement on the Served Property shall be a strip of land ten (10) feet on each side of the centerline of the Water Facilities installed on the Served Property, wherever and whenever such Water Facilities are installed, which, subject to the terms of this Water Utility Easement, may be installed on the Real Estate at the discretion of the Water Utility at any time. Without limiting the foregoing, the Water Utility shall be entitled to use the land between the Water Utility's Water Facilities and the boundaries of the Served Property in order to make new service connections and to install and connect new water main extensions into the Water Utility's Water Facilities installed within the Served Property. The location of the temporary construction easement shall be twenty feet (20') on each side of, parallel with, and adjacent to the permanent water utility easement. The easement rights provided under this subsection shall be subject to the terms provided under Sections 1, 2, 3, 4, and 6 of this Water Utility Easement, but with the "Served Property" substituted for the "Real Estate", and the "owner of the Served Property" substituted for "Grantor."

b. In the event of a later request for an additional service connection for the Served Property, the following shall apply as determined in the discretion of the Water Utility:

i. The meter pit and the associated service lateral located within the Permanent Water Utility Easement and serving the Served Property shall be relocated, and the service lateral shall be replaced with a main extension to serve the multiple connections on the Served Property. ii. The cost of such main extension shall be borne equitably by the members to be served by the extension,
as determined in the discretion of the Water Utility.

6. The provisions of this Water Utility Easement shall run with the land. The Grantor represents and warrants that they are all of the owners of the Real Estate and that they have the right, title, and capacity to grant this easement under the terms provided herein, that there are no contract purchasers of the Real Estate that have not executed this instrument, that there are no persons holding an option to purchase all or any part of the Real Estate that is enforceable or exercisable now or at any time in the future that have not executed this instrument, and that there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed.

IN WITNESS WHEREOF, Grantor(s) has(have) executed this Water Utility Easement, this _____ day of _____, _____.

Signed:_____ Signed: _____
Printed:_____ Printed: _____
Title:_____ Title: _____

Signed:_____ Signed: _____
Printed:_____ Printed: _____
Title:_____ Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on the _____ day of _____, _____, personally appeared _____ who duly acknowledged the execution of the foregoing grant of easement.

My Commission Expires: Signature:_____

_____

Printed:_____Notary Public

Commission Number:

Resident of _____County, IN

_____

This instrument was prepared by Stephen K. Watson, Williams Barrett & Wilkowski, LLP, 600 N. Emerson Avenue, P.O. Box 405, Greenwood, Indiana 46142, (317) 888-1121.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW._____

[Easement Form (6-28-2016)]