

Engineer's Certification

We the undersigned engineers (_____) for the sanitary sewers for a development project known as _____ (The Project) located at _____ in _____ County, Indiana, do hereby certify that to the best of our knowledge, The Project has been built in accordance with the plans approved by TriCo Regional Sewer Utility (TRICO) and has passed all tests required under State law and/or the rules and ordinances of TRICO.

Dated: _____

Engineering Firm: _____

Signed By: _____

Printed Name: _____

Title: _____

ATTACHMENT 2

EXCLUSIVE SANITARY SEWER EASEMENT

THIS INDENTURE WITNESSETH that: _____, of _____ County, State of Indiana (hereinafter called "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey to TriCo Regional Sewer Utility, duly organized and existing under the laws of the State of Indiana, (hereinafter called "Grantee"), a permanent exclusive easement and right-of-way to construct, operate, control, maintain, reconstruct, change the size of, repair and remove a pipeline and related or appurtenances to be used for the transmission of sewage along, under, through and across the Grantor land in _____ County, State of Indiana, which easement is more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT ____

Grantee will level the ground and reseed any areas that might be disturbed as a result of the construction of the sewer line, or appurtenances or as a result of any maintenance repairs that may be made to said sewer line or appurtenances hereafter. It is further agreed that any damage to any private drive, pipe, tile, fences or other property of the Grantor (other than trees, shrubs and ground cover) occasioned by the construction of said sewer line shall be repaired or replaced by the Grantee in as good or better condition as the same presently exists.

Grantee shall have the right of ingress and egress over and across the easements granted for purposes described herein. Whenever necessary or convenient, Grantee may haul across the easements granted herein such pipe and other materials as may be needed in the construction or maintenance of its pipeline.

Grantor shall have the right to fully use and enjoy the strip of land granted as a permanent easement except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over or interfering with the construction, maintenance, or operation of any pipeline or appurtenance constructed pursuant to this instrument. Grantor further agrees that Grantor shall not change the grade of any such pipeline.

The grants, covenants and stipulations hereof shall extend to and be binding upon the respective heirs, successors and assigns of the parties.

Grantor covenants that Grantor is the owner of and has the right, title and capacity to grant the easement granted herein.

Executed this _____ day of _____, 20____, by Grantor.

Signed:

Printed:

STATE OF _____)
) ss:
 COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Exclusive Sanitary Sewer Easement, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

 Notary Public

Printed: _____

My Commission Expires: _____

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. _____ (name)

ATTACHMENT 3
NON- EXCLUSIVE SANITARY SEWER EASEMENT

THIS INDENTURE WITNESSETH that: _____, of _____ County, State of Indiana (hereinafter called "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey to TriCo Regional Sewer Utility, duly organized and existing under the laws of the State of Indiana, (hereinafter called "Grantee"), a permanent non-exclusive easement and right-of-way to construct, operate, control, maintain, reconstruct, change the size of, repair and remove a pipeline or appurtenances to be used for the transmission of sewage along, under, through and across the Grantor land in _____ County, State of Indiana, which easement is more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT __

Grantor shall not convey any further interest in said easement or right of way except to other public utilities for utility purposes.

Grantee will level the ground and reseed any areas that might be disturbed as a result of the construction of the sewer line or appurtenances, or as a result of any maintenance repairs that may be made to said sewer line or appurtenances hereafter. It is further agreed that any damage to any private drive, pipe, tile, fences or other property of the Grantor (other than trees, shrubs and ground cover) occasioned by the construction of said sewer line shall be repaired or replaced by the Grantee in as good or better condition as the same presently exists.

Grantee shall have the right of ingress and egress over and across the easements granted for purposes described herein. Whenever necessary or convenient, Grantee may haul across the easements granted herein such pipe and other materials as may be needed in the construction or maintenance of its pipeline.

Grantor shall have the right to fully use and enjoy the strip of land granted as a permanent easement except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over or interfering with the construction, maintenance, or operation of any pipeline or appurtenance constructed pursuant to this instrument. Grantor further agrees that Grantor shall not change the grade of any such pipeline.

The grants, covenants and stipulations hereof shall extend to and be binding upon the respective heirs, successors and assigns of the parties.

Grantor covenants that Grantor is the owner of and has the right, title and capacity to grant the easement granted herein.

Executed this _____ day of _____, 20___, by Grantor.

Grantor
Printed:_____

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Non-Exclusive Sanitary Sewer Easement, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20___.

Notary Public

Printed:_____

My Commission Expires: _____

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. _____ Name

ATTACHMENT 4
BILL OF SALE

THIS INDENTURE WITNESSES, that _____
 _____ (“Grantor”), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby DEDICATES, CONVEYS, and WARRANTS to TriCo Regional Sewer Utility, an Indiana municipal corporation (“Grantee”), all of the improvements facilities and appurtenances located within all utility easements and road right-of-ways as shown in the plat of _____ (name of subdivision), recorded _____ (date) in the Office of the Recorder of _____ County, Indiana [or “as shown in the attached survey of _____ (name of development) dated _____ which is incorporated herein by specific reference.”]

Grantor represents and warrants that it is the lawful owner of the property transferred hereunder and that there are no unpaid laborers, subcontractors and/or materialmen who have furnished labor or materials in connection with the purchase and installation of the property so transferred.

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be executed this _____ day of _____, 20____.

 Grantor
 Printed: _____

STATE OF _____)
 _____) ss:
 COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Bill of Sale, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20____.

 Notary Public
 Printed: _____

My Commission Expires: _____

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. _____(Name)

ATTACHMENT 5
GRANT OF SEWER EASEMENT AND BILL OF SALE

THIS INDENTURE WITNESSETH that: _____ of _____ County, State of Indiana (hereinafter called "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey to TriCo Regional Sewer Utility, duly organized and existing under the laws of the State of Indiana, (hereinafter called "Grantee"), a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, change the size of, repair and remove a pipeline or appurtenance to be used for the transmission of sewage along, under, through and across the Grantor" land in _____ County, State of Indiana, which easement is more particularly described as follows, to-wit:

SEE ATTACHMENT (Legal Description and Drawing)

In addition to the dedication and grant of said permanent easement, Grantor does hereby convey, bargain and sell unto the Grantee, all of Grantor's right, title and interest in and to the permanent easement described herein. In connection therewith, Grantor represents and warrants that it is the lawful owner of the property transferred hereunder and that there are no unpaid laborers, subcontractors and/or materialmen who have furnished labor or materials in connection with the purchase and installation of the property so transferred.

Grantee shall have the right of ingress and egress over and across the easements granted for purposes described herein. Whenever necessary or convenient, Grantee may haul across the easements granted herein such pipe and other materials as may be needed in the construction or maintenance of its pipeline.

Grantor shall have the right to fully use and enjoy the strip of land granted as a permanent easement except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over or interfering with the construction, maintenance, or operation of any pipeline or appurtenance constructed pursuant to this instrument. Grantor further agrees that Grantor shall not change the grade of any such pipeline or appurtenance.

The grants, covenants and stipulations hereof shall extend to and be binding upon the respective heirs, successors and assigns of the parties.

Grantor
Printed: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Grant of Sewer Easement and Bill of Sale, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public
Printed: _____
My Commission Expires: _____

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. _____ (name)

ATTACHMENT 6
GENERAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That (Grantor) of _____ County, in the State of Indiana, CONVEY(s) AND WARRANT(s) to TriCo Regional Sewer Utility, an Indiana Municipal Corporation (Grantee) of _____ County, State of Indiana, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in _____ County, State of Indiana:

(Insert Description OR Description Attached Hereto and Incorporated Herein)

The address of such real estate is commonly known as: _____

IN WITNESS WHEREOF, Grantor has executed this deed this ____ day of _____, 20__.

GRANTOR:

GRANTOR:

Signature
Printed: _____

Signature
Printed: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing General Warranty Deed, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this ____ day of _____, 20__.

Notary Public
Printed: _____

My Commission Expires: _____

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. _____(Name)

Return Deed and send tax notices to: _____

ATTACHMENT 7

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into as of the _____ day of _____ 20____ by and between TriCo Regional Sewer Utility, a political subdivision and municipal corporation existing under the laws of the State of Indiana (TRICO) and _____(the "Owner/Developer"), WITNESSES THAT:

WHEREAS, the Owner/Developer has caused to be constructed under private contract certain sewer facilities to serve _____, which have been connected to the TRICO's system (the "Sewer Facilities"); and

WHEREAS, by separate documents being delivered concurrently herewith, the Owner/Developer is conveying title to the Sewer Facilities to TRICO and is providing or has provided TRICO with all other documentation required under Ordinance 12-10-2001 as well as other Ordinances, Policies or Procedures for Assignment and Dedication to TriCo Regional Sewer Utility for Sewers and Related Facilities Constructed Under Private Contract as may be adopted by TRICO's Board of Trustees; and

WHEREAS, prior to accepting the Sewer Facilities as a part of its system, TRICO has required that the Owner/Developer enter into this Maintenance Agreement and the Owner/Developer is willing to do so;

NOW THEREFORE, in consideration of the covenants, agreements and undertakings hereinafter provided, and each act to be performed hereunder, TRICO and the Owner/Developer agree that:

1. Indemnification Regarding Costs of Constructing the Sewer Facilities. The Owner/Developer, its successors and assigns, shall defend, indemnify and hold harmless TRICO from any claims, demands, liens and suits by any person for the payment for labor, materials or equipment furnished or used in constructing and installing the Sewer Facilities.

2. TRICO's Responsibility for Maintenance of the Sewer Facilities. Following the Owner/Developer's conveyance of title to the Sewer Facilities to TRICO, TRICO shall have full and exclusive responsibility for the operation, control and maintenance of the Sewer Facilities, except as limited by paragraph 3 below.

3. Owner/Developer's Responsibility for Cost of the Maintenance of the Sewer Facilities. For a period of three (3) years following the effective date of this Agreement, the Owner/Developer, its successors and assigns, shall remain responsible for, and pay the cost of, the maintenance and repair of the Sewer Facilities to the extent such maintenance and repair (a) is required because the Sewer Facilities no longer are in compliance with the performance standards required by TRICO's ordinances or cannot pass performance tests which were conducted on the Sewer Facilities prior to their dedication to and acceptance by TRICO, (b) is not routine maintenance for which TRICO is responsible, and (c) was not caused by the acts or omissions of the employees, agents or contractors of TRICO. If repairs or maintenance are required to the Sewer Facilities and TRICO contends the Owner/Developer is responsible for such repairs or maintenance, TRICO will so notify the Owner/Developer in writing and give the Owner/Developer a reasonable period of time, consistent with the need for the repairs or maintenance required, to take whatever corrective action is required including, but not limited to warranty repairs authorized by manufacturers or materialmen. If the defect or problem requiring repair or maintenance has created an emergency requiring immediate corrective action, TRICO shall so notify the Owner/Developer and if the Owner/Developer is not able to respond immediately, TRICO shall take whatever action necessary and as soon thereafter as possible notify the Owner/Developer in writing of the nature of the corrective action taken and the cost thereof. In the event the Owner/Developer disputes TRICO's determination that the Owner/Developer is responsible for any particular repair or maintenance activity, the Owner/Developer shall be entitled to a hearing before TRICO's Board of Trustees to challenge TRICO's determination.

4. Assignment of Warranties. The Owner/Developer hereby assigns to TRICO, non-exclusively for three (3) years following the effective date of the agreement and exclusively thereafter, all of its rights, duties and obligations under any and all warranties, express or implied, issued in the favor of the Owner/Developer by its contractors or suppliers with respect to the Sewer Facilities. Concurrently herewith, the Owner/Developer has provided to TRICO copies of all written warranties which it has received from its contractors or suppliers with respect to the Sewer Facilities.

5. Termination. This Agreement shall terminate and be of no further force on the third anniversary of the date first above written.

IN WITNESS WHEREOF, TRICO and the Owner/Developer have caused this Maintenance Agreement to be executed as of the date first above written.

TRICO REGIONAL SEWER UTILITY

By: _____

President

Printed Name _____

OWNER/DEVELOPER

By: _____

(Title)

Printed Name _____