

RIGHT-OF-WAY EASEMENT  
FOR METER SET AND SERVICE LINE  
BROWN COUNTY WATER UTILITY, INC.  
5130 N State Road 135, Morgantown, IN 46160

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ County, State of \_\_\_\_\_, hereinafter called Grantor(s), in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by BROWN COUNTY WATER UTILITY, INC. (an Indiana rural not-for-profit water corporation), hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor(s), do hereby grant, quitclaim and convey to said Grantee, its successor and assigns, an exclusive perpetual easement with the right-of-way, as set out hereafter, to install and lay and thereafter use, inspect, maintain, replace and remove waterlines, valves, fittings, meters and accessories across the following described real estate of the Grantor(s) located in \_\_\_\_\_ Township, \_\_\_\_\_ County, State of Indiana, and more particularly described as follows, to-wit:

SEE LEGAL DESCRIPTION ATTACHED

Parcel No. \_\_\_\_\_

Property Address: \_\_\_\_\_

Being a part of real estate conveyed to said Grantor(s) by a Deed recorded as Instrument No. \_\_\_\_\_, on \_\_\_\_\_, in the office of the Recorder of \_\_\_\_\_ County, Indiana.

An easement ten (10) feet on either side of a waterline as constructed on the above described real estate (said easement not to exceed twenty (20) feet in width). The Grantor(s) agree that all water lines, valves, fittings, meters and accessories installed on the above described real estate at Grantee's expense, or pursuant to the Rules & Regulations of Brown County Water Utility, Inc., shall remain the property of the Grantee, and be removable at the option of the Grantee. This Agreement shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. If possible, said easement is to be adjacent to the road abutting the front of the Grantor(s) said real estate as presently located; however, Grantee reserves the sole right to make such determination.

Grantor(s) shall not interfere with the use by Grantee of the easement, including, but not limited to, the unauthorized digging or disturbing of the ground within the easement. However, Grantor(s) may utilize such ground within the easement for farming or other surface activities that do not interfere with Grantee's use as described herein.

Grantor(s) covenant that they are the owners of the above-described real estate and that said real estate is free and clear of all encumbrances and liens except those recorded in indexed and now appearing upon the records in the Office of the Recorder, Auditor, Treasurer, Sheriff, and Clerk of the Circuit Court of \_\_\_\_\_ County, State of Indiana.

IN WITNESS WHEREOF, Grantor(s) have signed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Signature of Grantor

X \_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Printed Name of Grantor

\_\_\_\_\_  
Printed Name of Grantor

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared \_\_\_\_\_, who acknowledged the execution of the above Right-of-Way Easement for and on behalf of said Grantor(s), and who, having been duly sworn, stated that the representations therein contained are true; and if done on behalf of a corporation, have authority so to do.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires:

\_\_\_\_\_  
Printed Name of Notary Public  
Residing in \_\_\_\_\_ County, Indiana  
Commission # \_\_\_\_\_

Grantee Address:  
Brown County Water Utility, Inc.  
5130 N State Road 135  
Morgantown, IN. 46160-8898

Property Location:

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.

*Peter Campbell King*

This instrument prepared by Peter Campbell King, of Peter King Law, PSC, Attorney at Law, 522 Franklin Street, P.O. Box 310, Columbus, IN 47202-0310 at the specific request of the Grantee and is based solely on information supplied by one of more of those parties and without examination for accuracy. This preparer assumes no liability for any errors, inaccuracy or omissions in this instrument resulting from the information provided. The parties accept this disclaimer by the owner's execution of this document.