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CHERYL A. SCHENKEL  
HUNTINGTON, IN RECORDER

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\$ 21.00

**SANITARY SEWER EASEMENT AGREEMENT**

This Sanitary Sewer Easement Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of March, 2017, by and between **Innovative Packaging Associates, Inc.**, an Indiana corporation, of Huntington County, Indiana ("Grantor") and **Wayne Grigsby**, of Allen County, Indiana ("Grantee"), collectively referred to herein as "the Parties".

RECITALS:

WHEREAS, Grantor is the fee owner of a certain parcel of real estate located in Huntington County, Indiana, commonly known as 1324 Flaxmill Road, Huntington, Indiana and further identified as Parcel #35-05-09-300-345.300-005 in the records of the Huntington County Recorder, referred to herein as "Parcel A";

WHEREAS, Grantee is the fee owner of a certain parcel of real estate located in Huntington County, Indiana, commonly known as Flaxmill Road, Huntington, Indiana and further identified as Parcel #35-05-09-300-345.301-005 in the records of the Huntington County Recorder, referred to herein as "Parcel B";

WHEREAS, Grantor has verbally agreed to allow Grantee to have an easement on Parcel A for the benefit of Parcel B, for the purpose of accessing the sanitary sewer maintained by the City of Huntington, Indiana, and has also agreed that those rights will be particularized by the execution and recording of this Agreement; and

WHEREAS, the Parties desire to confirm the particulars of said easement and provide for the allocation of responsibilities with regard to the use and maintenance of the easement.

AGREEMENT:

NOW, THEREFORE, good and valuable consideration having been paid, the Parties hereby agree as follows:

APPROVED

MAR 01 2017

E.F. *efg*  
W.G. *W.G.*

HUNTINGTON COUNTY  
ASSESSOR

1621

1. All of the Recitals set forth above are true, accurate, and correct, and are hereby made a part of this Agreement.

2. Grantor hereby confirms its conveyance to Grantee of an easement in, on, over, under, across, and through that portion of Parcel A that is more particularly described as follows ("Easement Area"):

**SEE ATTACHED EXHIBIT "A"**

3. The Easement Area shall be used to permit and enable present and future owners of Parcel B to gain access to the sanitary sewer system maintained by the City of Huntington, Indiana. The use of the Easement Area by Grantee and its agents includes, but is not limited to, the right to access the Easement Area for the installation, inspection, testing, repair, and maintenance of all necessary components used to access the sanitary sewer system. The use of the Easement Area shall be non-exclusive, allowing both the Grantor and Grantee the right to use it jointly. Neither party shall prohibit or inhibit the others' use of the Easement Area.

4. The Easement Area shall at all times be maintained and kept reasonably clear and unobstructed by both Grantor and Grantee. If it becomes necessary or desirable to repair the Easement Area, Grantee shall bear the cost of the repairing or rebuilding expenses associated with Grantee's use of the Easement Area and Grantor shall bear the cost of the repairing or rebuilding expenses associated with Grantor's independent use of Parcel A, including the Easement Area.

5. If damage occurs to the Easement Area due to the negligent action or willful misconduct of a Party, that Party shall bear the entire cost to repair said damage.

6. All disputes arising out of or in connection with this Agreement shall be resolved by Arbitration administered by the American Arbitration Association. The number of arbitrators shall be one (1), and the place of arbitration shall be Huntington, Indiana. Indiana law shall apply. Judgment on the award rendered by the arbitrator may be entered in the Circuit Court of Huntington County, or any other court having jurisdiction thereof. The decision of the arbitrator shall be final and binding on the Parties. The Parties shall share equally in the cost of any arbitration.

7. This Agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the United States, the State of Indiana, and the ordinances of Huntington County. The venue of any action arising out of or in any way relating to this Agreement shall be in the Circuit Court of Huntington County, Indiana. In any proceeding in which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall have the right to collect its reasonable costs and attorneys' fees from the non-prevailing party.

8. This Agreement may not be modified, amended, or terminated without the prior written and recorded consent of the Parties.



9. If any portion of the Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

10. DeLaney Hartburg Roth & Garrott LLP ("counsel") has prepared this Agreement on behalf of Grantee. Grantor acknowledges having been advised that counsel represents the interests of Grantee only and ethically cannot and has not given Grantor legal advice on this Agreement. Grantor further acknowledges having been given the opportunity to have this Agreement reviewed by its own counsel.

11. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns, regardless of actual use of the Easement Area.

12. This Agreement shall be recorded in the office of the Huntington County Recorder.

IN WITNESS WHEREOF, the Parties have each signed this Agreement and each acknowledges receipt of a fully executed original of this Agreement.

**INNOVATIVE PACKAGING  
ASSOCIATES, INC.**

By Eugene Fleck as its  
(Eugene Fleck) President

"GRANTOR"

Wayne Grigsby  
(Wayne Grigsby)

"GRANTEE"

