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2017000910

CHERYL A. SCHENKEL
HUNTINGTON, IN RECORDER

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SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement ("Agreement") is made and entered into this 1st 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"

STATE OF INDIANA

SS:

COUNTY OF HUNTINGTON

Before me, the undersigned, a Notary Public in and for the State of Indiana, this 15th day of March, 2017 appeared Eugene Fleck, as President of **Innovative Packaging Associates, Inc.**, who acknowledged the execution of the foregoing instrument and, having been duly sworn, stated that the representations contained therein are true.

IN WITNESS WHEREOF, I hereto subscribe my name and affixed my official seal.

My Commission Expires: 9-12-24
My County of Residence: Huntington

Elizabeth McClain
(Elizabeth McClain) Notary Public

STATE OF INDIANA

SS:

COUNTY OF HUNTINGTON

Before me, the undersigned, a Notary Public in and for the State of Indiana, this 15th day of March, 2017 appeared **Wayne Grigsby**, who acknowledged the execution of the foregoing instrument and, having been duly sworn, state that the representations contained therein are true.

IN WITNESS WHEREOF, I hereto subscribe my name and affixed my official seal.

My Commission Expires: 9-12-24
My County of Residence: Huntington

Elizabeth McClain
(Elizabeth McClain) Notary Public

This instrument prepared by Kathryn S. Garrett, Attorney at Law, DeLANEY HARTBURG ROTH & GARROTT LLP, 533 Warren Street, Huntington, IN 46750-0269, Telephone: (260) 356-4100, as attorneys for Grantee.

"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."

Wayne Grigsby
Signature

Wayne Grigsby
Printed

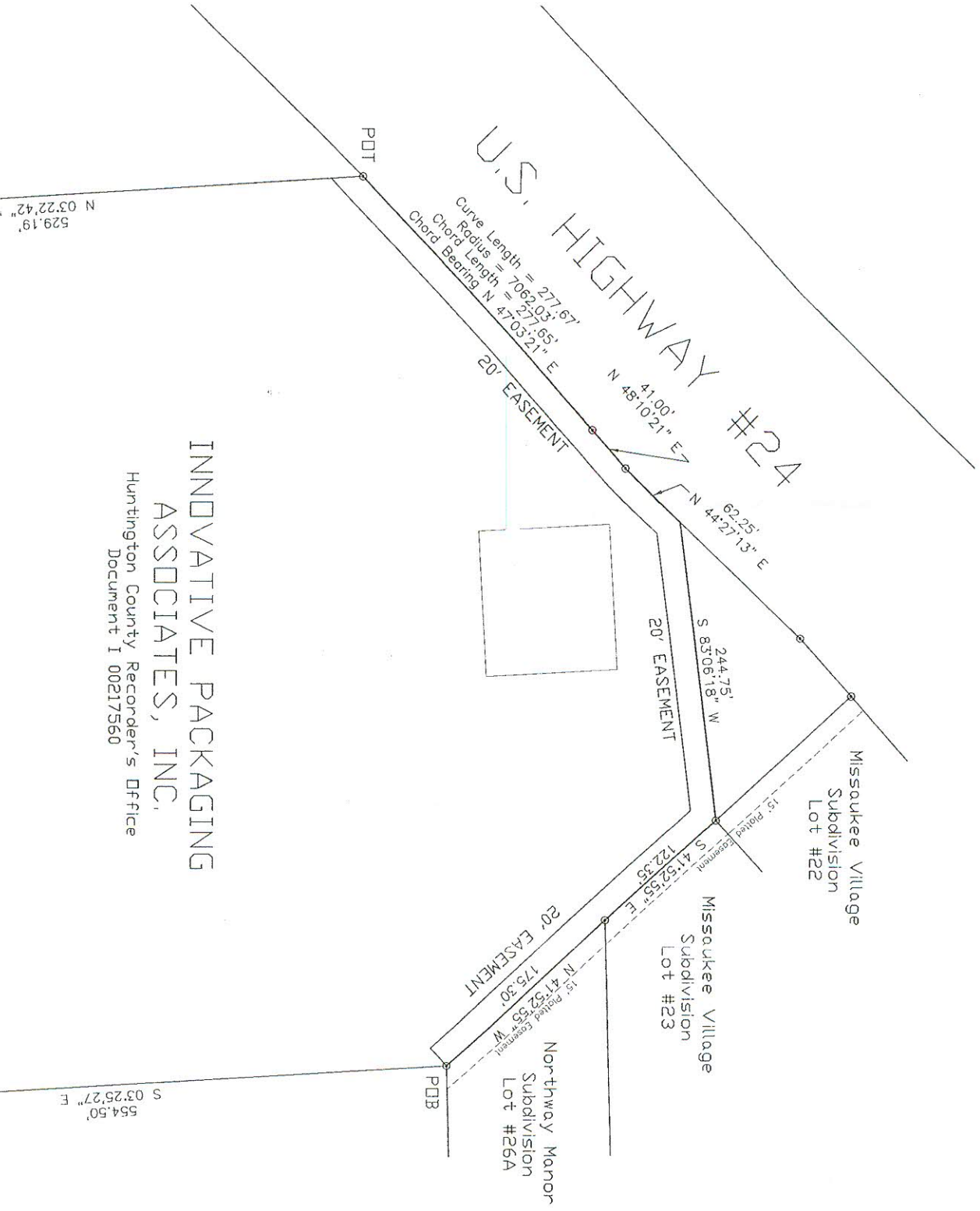
Exhibit "A"

LEGAL DESCRIPTION

A strip of land, located in Tract six of the Richardville Reserve of Ten Sections, Township 28 North, Range 9 East, Huntington Township, Huntington County, Indiana, twenty feet in width and lying to the left of the following described line, said strip of land prolonged full width to the grantor's westerly property line. More particularly described as follows:

Commencing at the Southwesterly corner of Lot # 26a of Northway Manor, Subdivision of Lot #26, as recorded in Plat Book "L", Page 196, said point being the Point Of Beginning; thence Northwesterly along the Southwesterly lines of said Lot # 26a and Lot #23 of Missaukee Village Subdivision, as recorded in Plat Book "L", Page 150, a distance of 297.65 feet, to the Northwesterly corner of said Lot # 23; thence westerly, deflecting left $55^{\circ} 00' 47''$ a distance of 244.75 feet to a point on the southerly right-of-way of US Highway #24 bypass; thence Southwesterly, deflecting right $03^{\circ} 43' 08''$ a distance of 41.00 feet to a flex point on the southerly right-of-way of US Highway #24 bypass; thence Southwesterly along said US Highway #24 bypass right-of-way, 277.67 feet along a curve to the left with a 7062.03 foot radius, whose chord is 277.65 feet, deflecting an angle to the left of $41^{\circ} 29' 54''$, to the Point Of Termination, said point being the grantor's Northwesterly property corner.

Said easement is a tract owned by Innovative Packaging Associates, Inc., as recorded in a deed record at the Huntington County Recorder's Office as Document I 00217560.



INNOVATIVE PACKAGING
 ASSOCIATES, INC.
 Huntington County Recorder's Office
 Document I 00217560

