

DECLARATION OF SANITARY SEWER RESTRICTIONS

THIS DECLARATION OF SANITARY SEWER RESTRICTIONS is made this _____ day of _____, 20____,
by _____ ("Owner"), and

WITNESSES THAT:

WHEREAS, Owner is the owner of certain real estate located in Hamilton County, Indiana, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"), having acquired the Real Estate by Warranty and/or Quit Claim Deed(s) dated _____ and recorded in the Office of the Recorder of Hamilton County, Indiana as Instrument Number(s) _____; and

WHEREAS, Hamilton Southeastern Utilities, Inc. ("HSEU") provides sanitary sewer service within a service area that includes the Real Estate; and

WHEREAS, Owner desires HSEU to provide sanitary sewer service to the Real Estate; and

WHEREAS, as a condition precedent to providing such sanitary sewer service, HSEU requires that the Real Estate be made subject to the covenants and restrictions hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing premises, Owner hereby declares that the Real Estate is hereby made subject to the following covenants and restrictions:

1. All Roadways, Blocks, Common Areas, and Easements including but not limited to Sanitary Sewer, Drainage, Citizens Energy Group, Sewer, Non-Access, Variable, Landscaping, and Utility and or the combination thereof on the Real Estate may be used for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary facilities and provide HSEU the right of ingress/egress.
2. Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of any sanitary sewer castings.
3. The drip line of all trees must be located a minimum of ten (10) feet from the center of sanitary sewers and manholes. No trees shall be planted directly over building sewers (laterals). Any landscaping placed within easements or rights-of-way is at risk of being removed by utilities without the obligation of replacement.
4. No other utilities (natural gas service, electric power lines, electrical transformers, telecommunications equipment, etc.) shall be placed within five (5) feet of a manhole casting. Owner (builder/developer) is responsible for removal, repair and/or redirection required of utilities which are located within the sanitary sewer easement or utility easement which violate the required separation or may be disturbed due to construction or maintenance access of sanitary manhole infrastructure during the period of an active construction bond for the infrastructure.

5. No landscaping, toe of slope of earth mounding, lighting, fencing, signage, retaining/landscaping/entrance walls, irrigation lines, etc. shall be placed within ten (10) feet of the center of the sanitary sewer facilities. Owner is responsible for all repairs and replacement to landscaping, mounding, lighting, fencing, signage retaining/landscape/entrance walls, irrigation lines, etc. that are located within a sanitary sewer or utility easement which may be disturbed due to the construction or maintenance of the sanitary sewer facilities.

6. A minimum of twenty (20) feet of horizontal separation must be maintained between sanitary sewer facilities and the top of bank of all water ways, including lakes and dry detention areas. The Owner is responsible for all repair, replacement and dewatering costs associated with waterways constructed within twenty (20) feet of sanitary sewer facilities.

7. Subscribers are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and laterals from the building to its connection to the sanitary sewer main.

8. The discharge of clear water sources (foundation drains, sump pumps, roof drains, etc.) to the sanitary sewer is prohibited.

9. Grade changes across sanitary sewer facilities must be approved in writing by HSEU.

10. Hamilton Southeastern Utilities, Inc., its successors or assigns are granted the right of ingress/egress over and across all paved or concrete surfaces.

11. The covenants and restrictions contained herein shall run with the Real Estate and shall bind Owner and its successors and assigns and all subsequent Owners of the Real Estate and shall inure to the benefit of HSEU and its successors and assigns as providers of sanitary sewer service to the Real Estate.

IN WITNESS WHEREOF, Owner has executed this Declaration of Sanitary Sewer Restrictions as of the day and year first above written.

Owner

By: _____
Name/title

Printed

STATE OF _____)
) SS:
COUNTY OF _____)

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

WITNESS MY HAND and Notarial Seal this ____ day of _____, 20__.

My Commission Expires:

Notary Public - Written

My County of Residence:

Notary Public - Printed

NOTARY: AFFIX SEAL

This instrument prepared by David McGimpsey, Esq., Bingham McHale, LLP., 2700 Market Tower, 10 W. Market Street, Indianapolis, Indiana 46204-4900.

Return recorded instrument to Hamilton-Southeastern Utilities, Inc., 11901 Lakeside Drive, Fishers, IN 46038

"I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law."
