

Cross reference to plat or, if not platted, to
Most recent deed: _____
Plat Bk. _____
Instrument #: _____

P.C. #: _____
SSA#: _____
Project #: _____

SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20 ____
by and between _____

(OWNER'S" MAILING ADDRESS)
and the City of Indianapolis, Department of Public Works ("CITY"):

WITNESSETH THAT:

WHEREAS, OWNERS have filed a written petition requesting permission to connect to City's public
sanitary sewer in

_____ FROM _____

(LOCATION OF DISCHARGE)

(PROPERTY ADDRESS)

for the purpose of discharging sanitary sewage; and

WHEREAS, after due consideration of this petition, CITY is willing to permit a connection to the
public sanitary sewer system to serve OWNERS, provided that OWNERS agree to pay a charge for the
privilege of connecting and provided further that OWNERS agree to certain terms and conditions
pertaining to such sewer service.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, it is mutually
agreed as follows:

1. OWNERS may construct, maintain, operate and use a sanitary sewer connecting the real
estate described in Exhibit A, attached hereto and hereby incorporated into this document by reference, to
and with CITY'S public sanitary sewer system as shown in Exhibit B, attached hereto and hereby
incorporated into this document by reference.

2. OWNERS agree to construct and maintain said sewer subject to the following conditions:

a. CITY's Engineer shall have the right to supervise and
direct the construction in accordance with the standard
specifications of CITY. Any public street or highway shall
be opened by a plumber or sewer excavator licensed by
CITY, and all work shall be performed subject to all the

rules and regulations of CITY governing this type of work and all other applicable laws, rules and regulations.

- b. Any sewer laterals shall become the responsibility of the landowner whose property they benefit, with all rights and responsibilities associated therewith.
- c. OWNERS shall thoroughly refill, compact and maintain all trenches in a condition satisfactory to CITY'S Engineer and to any other affected agency of CITY and shall immediately repair and maintain any sidewalk, curb, or pavement damaged by the excavation, installation, construction, maintenance and use of said sewer.

3. It is expressly understood by the parties that this sewer, and any connection thereto, shall be used for and as a sanitary sewer. No stormwater, run-off water, downspouts, footing drains (perimeter drains) or sub-soil drains shall be connected thereto.

4. OWNER(S) shall not extend the use of this sewer service beyond the area specified in Exhibit A without first obtaining an additional Sewer Service Agreement covering said extension.

5. It shall be understood by the parties that such permission is granted as a special privilege. If at any time CITY shall construct any sewer(s), local or district, which are designed to serve an area in which the above described real estate is included, OWNERS or their successors or assigns in interest shall pay all assessments which may be lawfully levied and assessed against said real estate for the construction of any such sewer(s) and OWNERS shall not attempt to avoid payment of such assessments on the ground that such sewer(s) will not benefit said real estate by reason of the existence of the sewers herein permitted to be connected to CITY'S sewer system.

6. OWNERS agree to indemnify and hold CITY harmless from any and all loss damage expense (including attorney's fees), claims, demands, actions or causes of action arising from the construction, maintenance or operation of said connection or sewer line or occasioned by or in any way growing out of OWNERS availing themselves of the permit herein granted, whether such loss shall be suffered directly by CITY or through its liability to third persons by reason of injuries to persons or damage to property.

7. In the event such sewer line is lawfully disconnected by CITY, OWNERS hereby release and forever discharge CITY from any loss they may sustain or claim to sustain by reason of sewer service being discontinued.

8. This Agreement shall run with the real estate described above and shall be binding upon OWNERS, their personal representatives, heirs, devisees, grantees, successors, and assigns so long as the sewer or any part of it shall be used by them. At such time as it shall cease to be so used, this Agreement shall immediately cease and terminate and this instrument shall be of no further force and effect.

9. OWNERS agree to pay the sum of \$_____, the receipt of which is hereby acknowledged, being a fee fixed by CITY and paid by OWNERS for the privilege of connecting the above described real estate to CITY'S public sanitary sewer system.

IN WITNESS WHEREOF, the parties acting by and through their duly authorized representatives, have executed this instrument on the day and year written above, and affirm that no unauthorized alterations of this document have taken place.

OWNERS:

COMPANY NAME (IF APPLICABLE)

SIGNATURE (OF OFFICER)

SECOND SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____ OWNERS, who acknowledged the execution of the foregoing Sewer Service Agreement to be their free and voluntary act and deed.

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

COUNTY OF RESIDENCE

SIGNATURE

COMMISSION EXPIRATION DATE

PRINTED NAME

RECOMMENDED FOR APPROVAL:

PROJECT MANAGER,
DEPARTMENT OF PUBLIC WORKS

APPROVED AS TO LEGAL FORM:

R. MATT SENSENY
ASSISTANT CORPORATION COUNSEL

CITY:

GRETA J. HAWVERMALE, DIRECTOR BY MAUREEN L. STAPLETON
DEPARTMENT OF PUBLIC WORKS

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, the undersigned, a Notary Public in and for said County
and State, on the _____ day of _____, 20 ____ .

COUNTY OF RESIDENCE

SIGNATURE

COMMISSION EXPIRATION DATE

PRINTED NAME

This instrument was prepared by the Office of Corporation Counsel, 200 E. Washington Street, Suite 1601,
Indianapolis, Indiana 46204.

Nkear/wpdata/ssagreta/Legal Document; 3/22/2001

**EXHIBIT “A”
(LEGAL DESCRIPTION)**

EXHIBIT "B"
(SEWER CONNECTION SKETCH)
SHOWING THE PROPOSED SEWER SERVICE
AS DESCRIBED IN AGREEMENT
DEPARTMENT OF PUBLIC WORKS
GRETA J. HAWVERMALE, DIRECTOR

P.C. No: _____
TOWNSHIP _____

S.S.A. _____
PROJECT NO. _____