



**City Utilities
Design Standards
Manual**

Exhibit GR7-6
Certificate of Sanitary Sewer, Drainage and Potable Water Easement,
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Created: October 20, 2011

Revised: July 17, 2014

**CERTIFICATE OF SANITARY SEWER, STORMWATER DRAINAGE, AND POTABLE WATER
EASEMENT**

For valuable consideration, the receipt of which is hereby acknowledged by _____ (**GRANTOR**), **GRANTOR** hereby grants to the City of Fort Wayne, its successors and assigns, a perpetual easement on, over, and under strips of land and spaces as marked "Sanitary Sewer, Stormwater Drainage, & Potable Water" on the plat and described in the legal description attached hereto as Exhibit "A".

This grant is made on the following terms:

1. The City of Fort Wayne has the right of ingress and egress on and over the Perpetual Easement at all times for the purpose of constructing, operating, maintaining, repairing, and reconstructing sanitary sewers, drains, water mains, and related equipment, structures, or materials hereinafter referred to as appurtenances, under City of Fort Wayne jurisdiction, control, and supervision.
2. Nothing shall be placed in, on, over, or under the sanitary sewer, drainage, and potable water easement which will obstruct or interfere with the purpose of said easement.
3. The City of Fort Wayne may authorize any public agency or others to carry out the purposes as set forth in paragraph 1, at its sole discretion.
4. The **GRANTOR** covenants that it is lawfully seized of the property through which the sanitary sewer, drainage, and potable water easement is granted and that it has full right and power to convey the same and said property is free from all encumbrances, except current taxes and restrictions and/or mortgages of record.
5. The **GRANTOR** acknowledges that the consideration received for the conveyance made herein does not include any express or implied release or waiver by the City of Fort Wayne of rights to subject **GRANTOR** and its property to sewer rates, drainage fees, potable water rates, rentals, and other charges, including special assessments, as may be authorized by law.
6. The City of Fort Wayne covenants that it is willing to assume limited responsibility for claims resulting from damage to any land, improvement or the environment within or outside the sanitary sewer, drainage, and potable water easement granted herein, or to any land or improvements used for ingress and egress to such easement, caused by the City of Fort Wayne during construction, operation, maintenance, repair or reconstruction of said sanitary sewers, storm sewers, or water lines and appurtenances unless damage is caused by the **GRANTOR's** placement of any structure within the easement in violation of this certificate, in such case no liability will be assumed by the City of Fort Wayne. Within its limited responsibility the City of Fort Wayne agrees only to restore said property to its original condition before its entry onto said property for the purposes set out herein. However, the City shall not be responsible for indirect or consequential damages caused by its actions pursuant to the purposes of this easement.
7. If shown, a temporary easement, as defined and marked "Temporary Construction Easement" on the legal description and plat attached hereto identified as Exhibit "A" is hereby reserved for the City of Fort Wayne's use as needed during original construction of said sanitary sewers, drains, water mains, and appurtenances. Any such temporary easement shall terminate and automatically revert to the property owner upon acceptance by the Board of Public Works of the completed construction of this project.

IN TESTIMONY WHEREOF, witness the signature of the **GRANTOR** on this ____ day of _____, ____.

By: _____
(GRANTOR)

