

COVENANT

This covenant made and entered into this ____ day of _____, 20__ by and between _____, (hereinafter referred to as "Owner") and the City of Lawrence, Marion County, Indiana, acting by and through its Board of Public Works and Safety (hereinafter referred to as "City") witnesseth:

WHEREAS, Owner is the fee owner of the following described real estate in Marion County, State of Indiana:

SEE EXHIBIT "A" ATTACHED

WHEREAS, in consideration of a release of liability, the City will permit the connection of a sanitary sewer lateral on the above-described property to the City sanitary sewer system notwithstanding that such connection is not in compliance with prevailing requirements; and

WHEREAS, Owner wishes to give such release.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. In accordance with the provisions of 5-1-2-1 (b) of the City of Lawrence Municipal Code, City agrees to provide a waiver to allow a permit for the Owner to connect a sanitary sewer lateral to the City sanitary sewer system notwithstanding that the finished floor elevation of the residence which said lateral serves is less than one (1) foot above the rim elevation of the nearest downstream or upstream manhole, provided, however, that Owner, for themselves, their successors, transferees and assigns, waives any and all claim or claims for damages arising therefrom and holds City harmless from and indemnifies City against potential loss or liability arising therefrom.
2. Except as provided herein such connection shall be in accordance with building code requirements and shall incorporate and be equipped with such backflow prevention device as may from time to time be required by the City.
3. Owner on behalf of themselves, their successors, transferees and assigns hereby assumes all risk of property damage or loss from whatsoever cause arising as a result of the aforesaid connection to the City sanitary sewer system and the Owner on behalf of themselves, their successors, transferees and assigns hereby releases the City, its officers, employees, agents and servants from any liability therefor or for contribution as a joint tortfeasor therefor, and will indemnify and save harmless the City, its officers, employees, agents and servants from any such liability or contribution to such liability.
4. This covenant shall run with the land and continue until released by the City.

IN WITNESS WHEREOF, Owner and City have caused this Covenant to be executed this ____ day of _____, 20 ____.

City of Lawrence
BY AND THROUGH THE BOARD OF
PUBLIC WORKS AND SAFETY

OWNER(S)

BY: _____

BY: _____

BY: _____

ATTEST: _____
Kathleen A. Walton, City Clerk

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, appeared the Owner(s) herein, who, being first duly sworn, acknowledged the execution of the foregoing as his/her/their voluntary act and deed for the uses and purposes expressed therein on this ____ day of _____, 20 ____.

My commission expires:

Notary Public

County of Residence:

Printed Name

THIS INSTRUMENT PREPARED BY DAVID F. REES, ATTORNEY.
David F. Rees, City of Lawrence, 9001 East 59th Street, Lawrence, Indiana 46216 (317) 549-4801