

**Utilities District of Western Indiana REMC**  
**P.O. Box 427**  
**Bloomfield, In 47424**  
**Phone:812.384.4446 or 800.489. 7362**  
**Fax:812.384.3127 www.udwiremc.com**

**INSTRUCTIONS FOR COMPLETING RIGHT-OF-WAY EASEMENT FORM**

Prior to the beginning of construction. regarding either installation of new electric utility service. or upgrading or changing an existing service, an easement is required.

**Effective January 1, 2007, the easement must be recorded prior to returning it to our office.**

**Please Note: The easement form should be completed & notarized prior to presenting it to the recorder's office at the courthouse. Utilities District of Western Indiana REMC offers the notarization at our office free of charge. However, please call ahead to ensure availability of a notary.**

The following list, along with the attached sample copy, is designed to assist you in completing the form:

1. Please enter the name or names which appear as owners on the warranty deed.
2. Please enter the county in which the person, or persons, listed as owners on the warranty deed currently reside.
3. Please enter the county in which the property is situated.
4. Please enter the book and page number or document/instrument number where the warranty deed is recorded. If this information is not stamped on the warranty deed, it should be obtainable at the recorder's office of the county in which the property is located.
5. A copy of the warranty deed must be attached to the form. This will provide the complete legal description and will dispense with the need for any entry in the large blank area below the book and page number.
6. The notary should complete all remaining spaces through line marked "notary printed name"
7. **All persons** whose names appear as property owners on the warranty deed are required to sign on one of the lines marked **SEAL** in the presence of a notary.
8. **Please note: the notary must enter all persons who personally appear before them on this line.**
9. The **"prepared by"** line should be signed by the person applying for the electric service.
10. The individual signing this line affirms that the easement form does not contain any social security numbers.

**The original recorded form must be returned to the REMC office, either by the courthouse or by the member. However, a copy of the recorded easement can be issued, providing all other requirements have been fulfilled.**

If you have any questions or need additional information, please feel free to contact our office between 7:30 a.m. and 4:30p.m., Monday-Friday.

Sincerely,

Utilities District of Western Indiana REMC  
Operations Department

Prior Deed Reference: \_\_\_\_\_ Deed, Document No. \_\_\_\_\_, recorded on \_\_\_\_\_ in the Office of the Recorder of \_\_\_\_\_ County, Indiana.

### UTILITY EASEMENT

This Utility Easement made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between, \_\_\_\_\_ (“Grantor”), and **Utilities District of Western Indiana Rural Electric Membership Corporation**, an Indiana rural electric membership corporation under Ind. Code Sec. 8-1-13, *et. seq.*, as amended from time to time, with its principal place of business being P.O. Box 427, 1666 West State Road 54, Bloomfield, Indiana, 47424 and its successors and assigns (hereinafter referred to as “Grantee”),

For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, conveys and warrants to Grantee a fifty-foot wide permanent, perpetual, assignable, and transferable, non-exclusive right-of-way and utility easement for utility and access purposes, including, but not limited to, the distribution and/or transmission of electricity, telecommunications, data, video, and other communications, together with the right of Grantee to locate, relocate, construct, reconstruct, erect, operate, use, repair, maintain, add, renew, remove, inspect and patrol, at any and all times, all necessary or useful facilities and equipment with respect to the distribution or transmission thereof (all of the foregoing collectively referred to as “Grantee’s Facilities”) in, on, under, through and across Grantor’s real estate located in \_\_\_\_\_ Township, \_\_\_\_\_ County, State of Indiana, recorded in Instrument [or Document] Number \_\_\_\_\_, in the \_\_\_\_\_ County Recorder’s office (the “Real Estate”), said easement being more particularly described and depicted] on **Exhibit A**, attached hereto and made a part hereof (the “Easement”).

Together with the right, twenty-four hours a day, seven days a week, to ingress and egress to and from the above-described Easement over and across the Real Estate by means of roads and lanes on such property, if there are such, otherwise by such route or routes as shall cause the least damage and inconvenience to Grantor. Grantor acknowledges that any of Grantee’s Facilities and/or personal property which Grantee places on or affixes to the Easement shall remain the property of Grantee at all times and may be removed by Grantee; the right, from time to time, to remove, control or eliminate by chemical means, any trees, overhanging branches, brush and vegetation, and at its option to remove from the Premises or the lands of the Grantor adjoining the Premises on either side, obstacles or obstructions, including trees, from the Easement that now or hereafter, in the sole opinion of Grantee, may endanger the safety or reliability of Grantee’s Facilities or may otherwise interfere with Grantee’s use or enjoyment of the Easement; and, the right to assign, license, lease and transfer this Utility Easement, and all rights conveyed to Grantee herein, in whole or in part, at any time without further consent of Grantor.

Grantor warrants and covenants that Grantor is the owner of the Real Estate and that the Real Estate is free and clear of any easement, encumbrance, lien or interest that would nullify or impair this grant of easement and right-of-way or interfere with Grantee’s use of the same. Grantor reserves the right to use the Easement for any and all purposes not inconsistent with this grant of easement and right-of-way; provided, however, that Grantor shall not cause or permit any obstruction of or interference with the use of such easement and right-of-way for the purposes stated herein.

This Easement shall be binding on Grantor’s and Grantee’s respective successors, assigns, transferees, agents, employees, contractors, representatives, heirs, lessees and licensees. Grantor hereby consents and agrees that this Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of the Grantor. This instrument contains all the terms and conditions of this Easement, expressed or implied, between

the parties hereto and supercedes all prior discussions or agreements with respect to this Easement.

IN WITNESS WHEREOF, the said Grantor has hereunto set \_\_\_\_\_ hand(s) and seals(s) the day and year first written above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

STATE OF INDIANA )

) SS:

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared [name] or [name, title for organization name] who, being duly sworn upon his oath acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_, Notary Public

My Commission Expires:

\_\_\_\_\_

**[Certificate of Proof]**

This document prepared by James A.L. Buddenbaum, Esq., 251 North Illinois Street, Suite 1800, Indianapolis, IN 46250.

I affirm, under the penalties for perjury, that I have take reasonable care to redact each social security number in this document, unless required by law. James A.L. Buddenbaum